City of Appleton

100 North Appleton Street
Appleton, WI 54911-4799
www.appleton.org

Meeting Agenda - Final-revised

Common Council

Wednesday, October 20, 2021 | **7:00 PM** | **Council Chambers**

A. CALL TO ORDER

B. INVOCATION

C. PLEDGE OF ALLEGIANCE TO THE FLAG

D. ROLL CALL OF ALDERPERSONS

E. ROLL CALL OF OFFICERS AND DEPARTMENT HEADS

F. APPROVAL OF PREVIOUS COUNCIL MEETING MINUTES

21-1411 Common Council Minutes of October 6, 2021

Attachments: CC Minutes 10-6-21.pdf

G. BUSINESS PRESENTED BY THE MAYOR

21-1444 COVID-19 Report

Attachments: COVID -19 Report 102021.pdf

H. PUBLIC PARTICIPATION

I. PUBLIC HEARINGS

J. SPECIAL RESOLUTIONS

K. ESTABLISH ORDER OF THE DAY

L. COMMITTEE REPORTS

1. MINUTES OF THE MUNICIPAL SERVICES COMMITTEE

21-1158 Request from Grant Thompson Construction, Inc. for a street occupancy permit to place a dumpster in the Roosevelt Street right-of-way at 610 E. Roosevelt Street from August 6, 2021 through October 8, 2021.

Attachments: Grant Thompson-610 E Roosevelt St.pdf

Legislative History

8/9/21	Municipal Services Committee	recommended for approval
8/18/21	Common Council	approved
10/11/21	Municipal Services Committee	recommended for approval

21-1354 Request from Supreme Tattoo Society for a street occupancy permit to place a picnic table in the College Avenue beautification strip at 612 W. College Avenue.

Attachments: Supreme Tattoo-street occupancy permi.pdf

Legislative History

10/11/21	Municipal Services Committee	recommended for approval

21-1355 Request from Brian Hodgkiss Injury Lawyers to install signage on the College Avenue Skywalk. This request is consistent with the College Avenue Skywalk Agreement.

Attachments: Brian Hodgkiss Injury Lawyers-Signage.pdf

Legislative History

10/11/21	Municipal Services Committee	recommended for approval

21-1358 Request from Greenfire for a street occupancy permit for their construction fencing and staging area to extend 30 feet into the Oneida Street right-of-way at 135 E. College Avenue from October 11, 2021 through March 1, 2022.

Attachments: Greenfire project-Zuehlke bldg-street occupancy permit.pdf

Legislative History

10/11/21	Municipal Services Committee	recommended for approval

21-1364 Request from Blue Sky Contractors for a street occupancy permit for their crane to extend 2 feet into the alley behind 322 W. College Avenue from October 7, 2021 through July 1, 2022.

Attachments: Blue Sky Contractors.-318 W College-crane.pdf

Legislative History

10/11/21	Municipal Services Committee	recommended for approval

21-1406 Request from Security Luebke Roofing for a street occupancy permit to place a small crane on the corner of Douglas Street and 4th Street from October 7, 2021 through October 31, 2021.

Attachments: Security Luebke-1635 W Spencer St.pdf

Legislative History

10/11/21	Municipal Services Committee	recommended for approval

2. MINUTES OF THE SAFETY AND LICENSING COMMITTEE

21-1345 Class "A" Beer and "Class A" Liquor License application for Tee Tees Nachos LLC, Timasha Thornton, Agent, located at 550 N Morrison St #C, contingent upon approval from all departments.

Attachments: Tee Tees Nachos LLC Class A Combo.pdf

Legislative History

10/13/21	Safety and Licensing Committee	recommended for approval

21-1356 "Class B" Liquor and Class "B" Beer Temporary Premise Amendment application for Dairyland Brew Pub, Dorri Schmidt, Agent, located at 1216 E Wisconsin Ave, contingent upon approval from all departments.

Attachments: Dairyland Brew Pub-Lumberjack Day S&L.pdf

Legislative History

10/13/21	Safety and Licensing Committee	recommended for approval

3. MINUTES OF THE CITY PLAN COMMISSION

21-1315 Request to approve the Extraterritorial Preliminary Plat for Auburn Estates located in the Town of Grand Chute as shown on the attached maps

Attachments: StaffReport_AuburnEstates_PrePlat_For10-13-21.pdf

Legislative History

10/13/21	City Plan Commission	recommended for approval

21-1350 Request to approve the North Edgewood Estates 3 Final Plat as shown on the attached maps and subject to the conditions in the attached staff report

Attachments: StaffReport_NorthEdgewoodEstates3_FinalPlat_For10-13-21.pdf

Legislative History

10/13/21	City Plan Commission	recommended for approval

4. MINUTES OF THE PARKS AND RECREATION COMMITTEE

5. MINUTES OF THE FINANCE COMMITTEE

21-1370 Request to award the City of Appleton Green Ramp Light Fixture Replacement purchase order to Crescent Electric Supply, Co in the amount of $160,093.05

Attachments: 2021 Green Ramp Light Fixtures.pdf

Legislative History

10/11/21 Finance Committee recommended for approval

21-1371 Request approval of a construction contract for the DAF Conversion to Receiving Tank Project to Staab Construction Corporation in the amount of $247,000 with a contingency of $24,700 for a total not to exceed cost of $271,700

Attachments: utilities memo #3 RS Coating Contract Award 09-30-21.pdf

Legislative History

10/11/21 Finance Committee recommended for approval

21-1386 Request to award the City of Appleton's 2021 Police Station Security Fence project contract to IEI General Contractors, Inc in the amount of $169,000 with a contingency of 12% for a project total not to exceed $189,280 and approve the following 2021 budget adjustment:

Facilities Management Capital Projects Fund

Roof Replacement Project	- $68,280
Police Department Security Fence Project	+$68,280

to transfer funds to cover the additional costs due to manufacturing and tech equipment shortages (2/3 vote of Council required)

Attachments: 2021 Police Department Security Fence Project with Budget transfer.pdf

Legislative History

10/11/21 Finance Committee recommended for approval

21-1387 Request to Award Unit U-21 Apple Creek Court and Plamann Park Sewer & Water to Superior Sewer & Water Construction, Inc in the amount of $3,899,181 with a 2.5% contingency of $100,000 for a project total not to exceed $3,999,181

Attachments: Award of Contract - Unit U-21.pdf

Legislative History

10/11/21 Finance Committee recommended for approval

21-1410 Request to approve the use of 2021 American Rescue Plan Act (ARPA) funds and approve the related 2021 Budget amendment:

ARPA Special Revenue Fund

Salaries	+$ 900,000
Fringe Benefits	+$ 270,000
Miscellaneous Supplies	+$ 50,000
Medical/Lab Supplies	+$ 300,000
Miscellaneous Equipment	+$ 50,000
Consulting Services	+$ 150,000
Contractor Fee	+$1,000,000
Other Contracts & Obligations	+$ 421,841
Grant Payments	+$ 250,000
Capital Outlay	+$2,000,000
Transfer Out - Parking Utility	+$1,500,000
Federal Grants	+$6,891,841

to record 2021 ARPA funds received and related expenditures (2/3 vote of Council required)

Attachments: Finance Committee - ARPA Memo.pdf

Legislative History

10/11/21 Finance Committee recommended for approval

Alderperson excused from remainder of meeting at 6:40pm

6. MINUTES OF THE COMMUNITY AND ECONOMIC DEVELOPMENT COMMITTEE

21-1381 **CRITICAL TIMING** Request to approve the Offer to Purchase from Hayden Properties, LLC and/or its assigns to purchase Lot 26 (Tax Id #31-9-5712-26), Lot 27 (Tax Id #31-9-5712-27), Lot 28 (Tax Id #31-9-5712-28) and Lot 29 (Tax Id #31-9-5712-29) Southpoint Commerce Park Plat No. 3 and Tax Id #31-9-5712-00, comprising a total of approximately 30.44 acres, at a purchase price of $1,156,720.00 ($38,000 per acre)

Attachments: Hayden Properties LLC OTP Memo_10-13-21.pdf

Hayden Properties OTP 9-29-21.pdf

SouthpointCommerceParkMap_SubjectParcel_10_2021.pdf

SPCP Deed Restrictions.pdf

Legislative History

10/13/21 Community & Economic Development Committee recommended for approval

7. MINUTES OF THE UTILITIES COMMITTEE

21-1378 Approve Wastewater Rate Increase of 4% to be effective January 1, 2022.

Attachments: WW Rate Increase memo Oct 2021.pdf
Rate Sheet 2022.pdf
Comparison of Annual Wastewater Bills.pdf

Legislative History

10/12/21	Utilities Committee	recommended for approval

21-1379 Request to Approve Change Order #1 for 2020G Stormwater Consulting Services Contract for Lightning Drive Culverts and Stormwater Practices 60% Preliminary Design with raSmith in an amount not to exceed $20,000.

Attachments: 2020G Lightning 60% Design Contract CO1 Memo Util Cmte 10-06-2021.pdf

Legislative History

10/12/21	Utilities Committee	recommended for approval

8. MINUTES OF THE HUMAN RESOURCES & INFORMATION TECHNOLOGY COMMITTEE

21-1403 Request to approve request to change Public Works table of organization between CEA and Parking Utility.

Attachments: DPW TO change for CEA and Parking Utility.pdf

Legislative History

10/13/21	Human Resources & Information Technology Committee	recommended for approval

21-1404 Request to approve change to Human Resources table of organization.

Attachments: HR table of organization change memo.pdf
Human Resources TO draft 10-7-21.pdf

Legislative History

10/13/21	Human Resources & Information Technology Committee	recommended for approval

21-1405 Request to approve USI as the City's fringe benefit consultant for 2022-2024

Attachments: Fringe Benefits Consultant memo.pdf

Legislative History

10/13/21	Human Resources & Information Technology Committee	recommended for approval

9. MINUTES OF THE FOX CITIES TRANSIT COMMISSION

21-1394 Authorization to Award Outagamie County Rural Service Contract to Running Inc.

Attachments: OC Award Recommendation Memo.pdf

Legislative History

10/12/21	Fox Cities Transit Commission	recommended for approval

21-1395 Approval to Change Agency Ticket Rate

Attachments: FCTC Approval to change Agency Ticket rate.pdf

Legislative History

10/12/21	Fox Cities Transit Commission	recommended for approval

21-1422 Authorization to award contract to SRF Consulting Group for Transit Service Planning Support

Attachments: Award Recommendation Planning Services.pdf

Legislative History

10/12/21	Fox Cities Transit Commission	recommended for approval

10. MINUTES OF THE BOARD OF HEALTH

11. MINUTES OF THE REDISTRICTING COMMITTEE

21-1418 Redistricting Ward/Aldermanic Plans

Attachments: OptionA-Revised.pdf
OptionD.pdf
OptionE.pdf
OptionF.pdf
Van Zeeland Redistricting Statement 10-18-21.pdf

Legislative History

10/11/21 Redistricting Committee recommended for approval
The Committee voted to recommend Option D.

10/18/21 Redistricting Committee recommended for approval
Alderperson Meltzer moved, seconded by Alderperson Siebers to Reconsider the Item. Roll Call. Motion carried 4/0.

The Committee voted recommend Option E for approval.

M. CONSOLIDATED ACTION ITEMS

N. ITEMS HELD

O. ORDINANCES

21-1443 Ordinance #70-21 City Boundaries & Wards (Redistricting)

Attachments: Ord# 70-21 Ward Redistricting Ordinance -PlanE.pdf

P. LICENSE APPLICATIONS AND COMMUNICATIONS REFERRED TO COMMITTEES OF JURISDICTION

Q. RESOLUTIONS SUBMITTED BY ALDERPERSONS REFERRED TO COMMITTEES OF JURISDICTION

R. OTHER COUNCIL BUSINESS

S. ADJOURN

Kami Lynch, City Clerk

Reasonable accommodations for persons with disabilities will be made upon request and if feasible.
Remote meeting attendance may be permitted pursuant to Section 2-29 of the Appleton Municipal Code and Rules of Council.

City of Appleton

100 North Appleton Street
Appleton, WI 54911-4799
www.appleton.org

Meeting Minutes - Final
Common Council

Wednesday, October 6, 2021 | **7:00 PM** | **Council Chambers**

A. CALL TO ORDER

The meeting was called to order by Mayor Woodford at 7:00 p.m.

B. INVOCATION

The Invocation was offered by Alderperson Schultz

C. PLEDGE OF ALLEGIANCE TO THE FLAG

D. ROLL CALL OF ALDERPERSONS

Alderperson Smith appeared virtually.

Present: 16 - Alderperson William Siebers, Alderperson Vered Meltzer, Alderperson Brad Firkus, Alderperson Joe Martin, Alderperson Katie Van Zeeland, Alderperson Denise Fenton, Alderperson Maiyoua Thao, Alderperson Matthew Reed, Alderperson Alex Schultz, Alderperson Michael Smith, Alderperson Kristin Alfheim, Alderperson Nate Wolff, Alderperson Sheri Hartzheim, Alderperson Joe Prohaska, Alderperson Chad Doran and Mayor Jake Woodford

E. ROLL CALL OF OFFICERS AND DEPARTMENT HEADS

All departments were represented.

F. APPROVAL OF PREVIOUS COUNCIL MEETING MINUTES

21-1337 Common Council Meeting Minutes of September 15, 2021

Attachments: CC Minutes 9-15-21.pdf

Alderperson Prohaska moved, seconded by Alderperson Hartzheim, that the Minutes be approved. Roll Call. Motion carried by the following vote:

Aye: 15 - Alderperson William Siebers, Alderperson Vered Meltzer, Alderperson Brad Firkus, Alderperson Joe Martin, Alderperson Katie Van Zeeland, Alderperson Denise Fenton, Alderperson Maiyoua Thao, Alderperson Matthew Reed, Alderperson Alex Schultz, Alderperson Michael Smith, Alderperson Kristin Alfheim, Alderperson Nate Wolff, Alderperson Sheri Hartzheim, Alderperson Joe Prohaska and Alderperson Chad Doran

Abstained: 1 - Mayor Jake Woodford

G. BUSINESS PRESENTED BY THE MAYOR

21-1346 Proclamations:

- Mental Health Day Proclamation
- Coming Out Day Proclamation
- Indigenous Peoples' Day Proclamation
- White Cane Safety Day Proclamation
- Fire Prevention Week Proclamation
- Domestic Violence Awareness Month Proclamation

Attachments: Mental Health Day Proclamation.pdf
Coming Out Day Proclamation.pdf
Indigenous Peoples' Day Proclamation.pdf
White Cane Awareness Day Proclamation.pdf
Fire Prevention Week Proclamation.pdf
Domestic Violence Awareness Month Proclamation.pdf

21-1347 COVID-19 Report

Attachments: COVID -19 Council Update 100621.pdf

H. PUBLIC PARTICIPATION

I. PUBLIC HEARINGS

21-1280 Public Hearing for Rezoning #10-21, 2121 S. Schaefer Street, from PD/C-2 #34-84 to PD/C-2 #10-21

Attachments: RZ #10-21_Notice of Public Hearing.pdf

The Public Hearing was held. No one spoke during the hearing.

J. SPECIAL RESOLUTIONS

K. ESTABLISH ORDER OF THE DAY

L. COMMITTEE REPORTS

Balance of the action items on the agenda.

Alderperson Prohaska moved, Alderperson Fenton seconded, to approve the balance of the agenda. The motion carried by the following vote:

Aye: 15 - Alderperson William Siebers, Alderperson Vered Meltzer, Alderperson Brad Firkus, Alderperson Joe Martin, Alderperson Katie Van Zeeland, Alderperson Denise Fenton, Alderperson Maiyoua Thao, Alderperson Matthew Reed, Alderperson Alex Schultz, Alderperson Michael Smith, Alderperson Kristin Alfheim, Alderperson Nate Wolff, Alderperson Sheri Hartzheim, Alderperson Joe Prohaska and Alderperson Chad Doran

Abstained: 1 - Mayor Jake Woodford

1. MINUTES OF THE MUNICIPAL SERVICES COMMITTEE

2. MINUTES OF THE SAFETY AND LICENSING COMMITTEE

3. MINUTES OF THE CITY PLAN COMMISSION

21-1248 Request to approve PD Rezoning #10-21 for the subject parcel located at 2121 South Schaefer Street (Tax Id #31-9-1114-01), including the adjacent one-half (1/2) right-of-way, as shown on the attached maps, from PD/C-2 Calumet Street Planned Development General Commercial District #34-84 to PD/C-2 Planned Development General Commercial District #10-21, along with the attached Implementation Plan Document and Development Plan

Attachments: StaffReport_Schaefer Street_Rezoning_For09-08-21.pdf

This Report Action Item was approved

4. MINUTES OF THE PARKS AND RECREATION COMMITTEE

21-1321 Action Item: Award Design, Engineering, and Permitting Services for the WE Energies Trail to KL Engineering for a contract amount of $134,912.58

Attachments: WE Energies Trail Committee Memo.doc

This Report Action Item was approved.

5. MINUTES OF THE FINANCE COMMITTEE

21-1323 Request to approve Apple Fields Development Agreement

Attachments: Apple Fields DA.pdf

This Report Action Item was approved.

21-1324 Request to award the Transportation Utility Funding Study to Ehlers/RA Smith consulting team in an amount not to exceed $72,187

Attachments: TUF Study Memo.pdf

This Report Action Item was approved.

21-1325 Request to award three (3) year contract to CliftonLarsonAllen LLP to provide audit services for the 2021, 2022 and 2023 annual audits

Attachments: 2021-2023 Audit Services.pdf

This Report Action Item was approved.

6. MINUTES OF THE COMMUNITY AND ECONOMIC DEVELOPMENT COMMITTEE

21-1317 Request to waive repurchase rights for Lot 4, Plat 1, in the Northeast Business Park, allowing the transfer from Chad Cassiani to Delanie D. McGlone or assigns; this waiver is not transferable, survivable, or assignable and the City's repurchase rights would remain on the property

Attachments: Memo Repurchase Waiver Lot 4 NEBP Plat 1 9-22-21.pdf

Lots 1-6 NE Business Park Plat 1 Covenants Waiver Except Repurchase Rights.pdf

Offer to Purchase Lot 4 Plat 1 NE Business Park McGlone.pdf

Lot 4 NEBP.pdf

This Report Action Item was approved.

7. MINUTES OF THE UTILITIES COMMITTEE

8. MINUTES OF THE HUMAN RESOURCES & INFORMATION TECHNOLOGY COMMITTEE

9. MINUTES OF THE FOX CITIES TRANSIT COMMISSION

10. MINUTES OF THE BOARD OF HEALTH

M. CONSOLIDATED ACTION ITEMS

N. ITEMS HELD

O. ORDINANCES

21-1344 Ordinance 69-21

Attachments: Ordinances going to Council 10-6-21.pdf

Alderperson Prohaska moved, seconded by Alderperson Hartzheim, that the Ordinance be approved. Roll Call. Motion carried by the following vote:

Aye: 15 - Alderperson William Siebers, Alderperson Vered Meltzer, Alderperson Brad Firkus, Alderperson Joe Martin, Alderperson Katie Van Zeeland, Alderperson Denise Fenton, Alderperson Maiyoua Thao, Alderperson Matthew Reed, Alderperson Alex Schultz, Alderperson Michael Smith, Alderperson Kristin Alfheim, Alderperson Nate Wolff, Alderperson Sheri Hartzheim, Alderperson Joe Prohaska and Alderperson Chad Doran

Abstained: 1 - Mayor Jake Woodford

P. LICENSE APPLICATIONS AND COMMUNICATIONS REFERRED TO COMMITTEES OF JURISDICTION

Q. RESOLUTIONS SUBMITTED BY ALDERPERSONS REFERRED TO COMMITTEES OF JURISDICTION

R. OTHER COUNCIL BUSINESS

S. ADJOURN

Alderperson Prohaska moved, seconded by Alderperson Alfheim, that the meeting be adjourned at 7:26 p.m. Roll Call. Motion carried by the following vote:

Aye: 14 - Alderperson William Siebers, Alderperson Vered Meltzer, Alderperson Brad Firkus, Alderperson Joe Martin, Alderperson Katie Van Zeeland, Alderperson Denise Fenton, Alderperson Maiyoua Thao, Alderperson Matthew Reed, Alderperson Alex Schultz, Alderperson Michael Smith, Alderperson Kristin Alfheim, Alderperson Sheri Hartzheim, Alderperson Joe Prohaska and Alderperson Chad Doran

Nay: 1 - Alderperson Nate Wolff

Abstained: 1 - Mayor Jake Woodford

Kami Lynch, City Clerk

249 + 246 = 495 *(2 week case counts)*

495 / 75,000 = .000660 *(Appleton population 75,000)*

.000660 x 100,000 = 660 *(equals burden)*

Low less than or equal to 10 per 100,000 people

Moderate greater than 10 but less than 50 per 100,000 people

Moderately High greater than 50 but less than 100 per 100,000 people

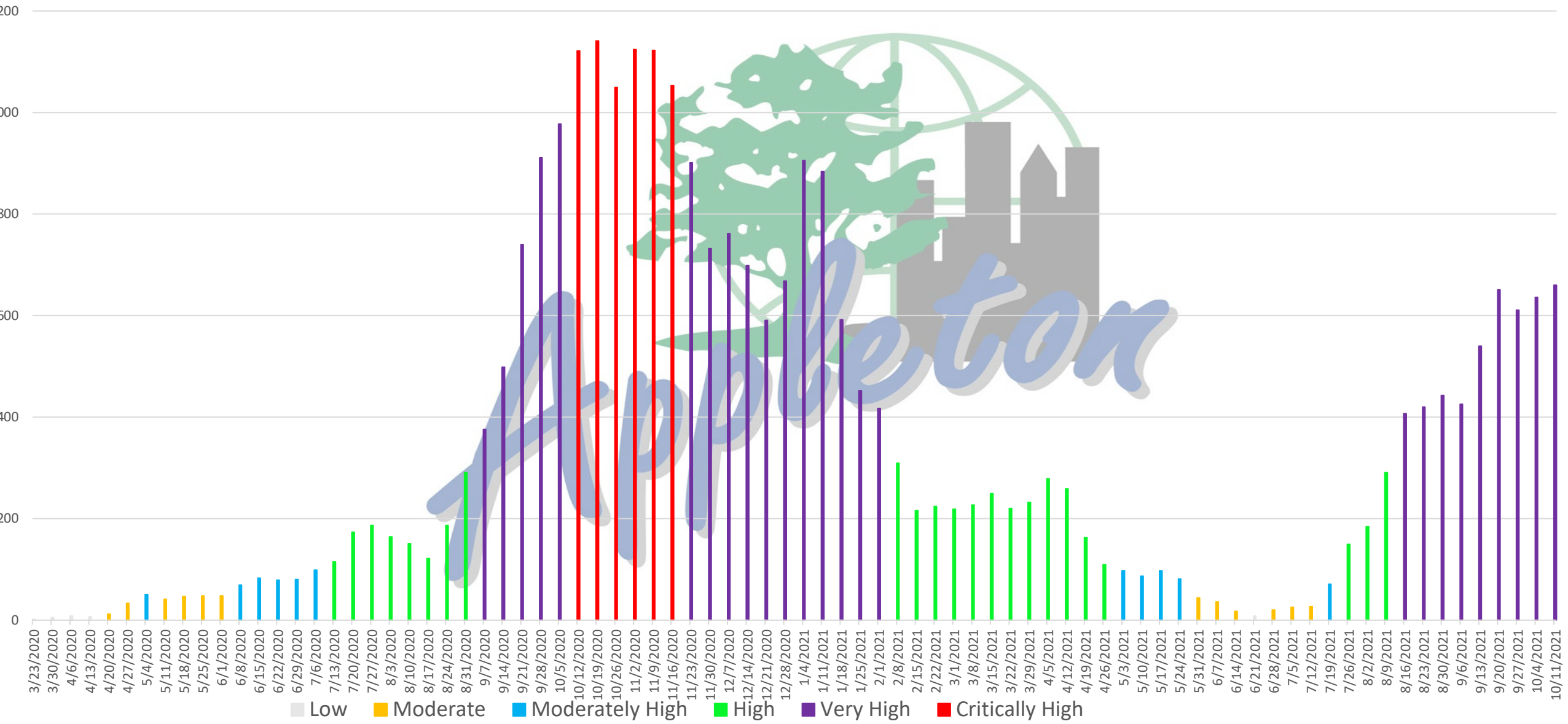
High is greater than 100 per 100,000 people

Very High is greater than 350 per 100,000 people

Critically High is greater than 1,000 per 100,000 people

Table 1. Two indicators being based on confirmed cases: Burden and Trajectory. A third indicator maps Burden and Trajectory indicators into one composite indicator.

Indicator	Definition	Classes			
Burden	Total number of cases per 100,000 in the last two weeks (B)	Low	$B \leq 10$		
		Moderate	$10 < B \leq 50$		
		Moderately High	$50 < B \leq 100$		
		High	$100 < B \leq 350$		
		Very High	$350 < B \leq 1000$		
		Critcally High	$1000 < B$		
Trajectory	Percent change in the last two weeks (T), p-value from a test against $T = 0\ (p)$	Shrinking	$T \leq -10\%$ and $p < 0.025$		
		Growing	$10\% \leq T$ and $p < 0.025$		
		Not changing (No Call)	Otherwise		
Case status indicator(Composite of burden and trajectory)	Summary concern based on Burden and Trajectory classifications		Shrinking	No Call	Growing
		Low	Low	Low	Medium
		Moderate	Medium	Medium	High
		Moderately High	Medium	High	High
		High	High	High	High
		Very High	Very High	Very High	Very High
		Critically High	Critcally High	Critcally High	Critcally High



Two Week Total New COVID-19 Cases in Appleton,

Rate per 100,000 Population, Risk Level Assessments per WDHS

Paula Vandehey

From: Grant Thompson <grant@920remodel.com>
Sent: Tuesday, July 27, 2021 8:25 AM
To: Paula Vandehey
Cc: Tina Marie
Subject: Hello from Grant Thompson Construction / dumpster permit

Hello
I talked with someone at the appleton inspection office about a street permit for a dumpster
this dumpster will be there over 30 days total job time would be approx. 8 weeks
they asked me to contact you

job name and address
Chad and Emily Walters
610 E Roosevelt ST
Appleton Wi

would like to have the dumpster delivered 8/6/21 am

--
Sincerely,
Grant Thompson
Builder - Owner
Grant Thompson Construction, Inc.
920-304-9571
grant@920remodel.com
www.920remodel.com

GRANT THOMPSON
CONSTRUCTION

Attention: This message was sent from a source external to the City of Appleton. Please use caution when opening attachments or clicking links.

PERMIT TO OCCUPY THE PUBLIC RIGHT-OF-WAY

Permit #: - -
Effective Date:
Expiration Date:
Fee:
Paid (yes or no):

Rev. 04-10-15

Applicant Information

Name (print): Kona Xiong
Company: Supreme Tattoo Society
Address: 612 W. College Ave. Appleton WI 54911
Telephone: 920.257.9004
FAX:
e-mail: tambookking@gmail.com
Applicant Signature:
Date:

Occupancy Information

General Description: Picnic Table

Street Address: 612 W. College Ave.
Tax Key No.:
- or-
Street:
From:
To:
Multiple Streets:
Permanent.

(Department use only)

Occupancy Type	Sub-Type	Location
☑ Permanent ($40)	☐ Sandwich Board	☒ Sidewalk
☐ Temporary - max. 35 days ($40)	☑ Tables / Chairs	☑ Terrace
☐ Amenity/Annual ($40)	☐ Dumpster	☐ Roadway
☐ Blanket/Annual ($250)	☐ POD / Container	
☐ Block Party ($15)	☐ Obstruction / Other	

Additional Requirements

☐ Plan/Sketch ☐ Certificate of Insurance ☐ Bond

☐ Other:

Traffic Control Requirements ☐ N/A

Type of Street:
☐ Arterial/CBD
☐ Collector
☐ Local

Proposed Traffic Control:
☐ City Manual Page(s)
☐ State Manual Page(s)
☐ Other (attach plan)

Approved by: Date:

☐ Contact Traffic Division (832-2379) 1 business day prior to any lane closure, or 2 business days prior to a full road closure.

Additional Requirements:

This permit approval is subject to the following conditions:

1. Permittee is responsible to obtain any further permits that may be required as part of this occupancy.
2. Permittee shall adhere to any plan(s) that were submitted to the City of Appleton as part of this application.
3. This permit is subject to IMMEDIATE REVOCATION and/or issuance of a MUNCIPAL CITATION if conditions of the permit are not met.
4. This permit is subject to IMMEDIATE REVOCATION if unfavorable traffic conditions develop during the period the occupancy is permitted.
5.
6.

This permit is issued to the applicant upon payment of the permit fee and is expressly limited to the location and type described herein. The applicant, in exchange for receiving this permit, warranties that all street occupancies will be performed in conformity to City ordinances, standards and policies, be properly barricaded and lighted, and be performed in a safe manner. By applying for and accepting this permit, the applicant assumes full liability and/or any costs incurred by the City for corrective work required to bring the subject area into compliance with said ordinances, standards, policies and permit conditions. No occupancy shall occur prior to approval of this permit by the Department of Public Works.

The Grantee shall guarantee at their expense, the repair or replacement of pavement, sidewalk and any other facilities within the public right-of-way damaged or destroyed by the Grantee or any sub-contractor working for them. The Grantee shall assume complete and full liability and responsibility, in accordance with existing ordinances and policies, in the event of injury or damage to persons or property resulting from their facilities within the public right-of-way.

APPROVED BY: (Department of Public Works) DATE:

SUPREME
TATTOO SOCIETY
TATTOOS
OPEN
612
SALE

FASTSIGNS
More than fast. More than signs.

135 S. Casaloma Drive | Appleton, Wisconsin
p 920.954.9778 f 920.954.9336 e 267@fastsigns.com

fastsigns.com/267

Client:	Brian Hodgkiss Injury Lawyers
Contact:	Brian Hodgkiss
Project:	Dimensional Letters on Walkway
Date:	9.28.21
Sales:	Chip Seidler
Designer:	Kate Brack
File:	142074 Brian Hodgkiss Injury Lawyer 2
Revision:	2

ITEM DESCRIPTION

A. • Dimensional Letters •

B.

C.

D.

Other requirements:

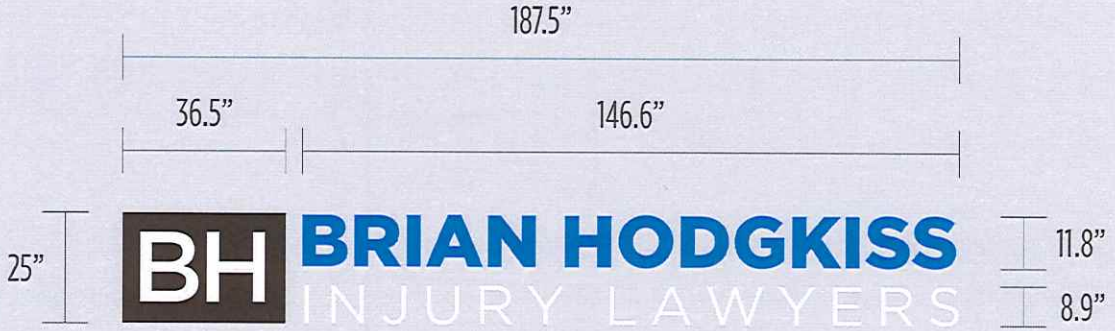
Square Footage:

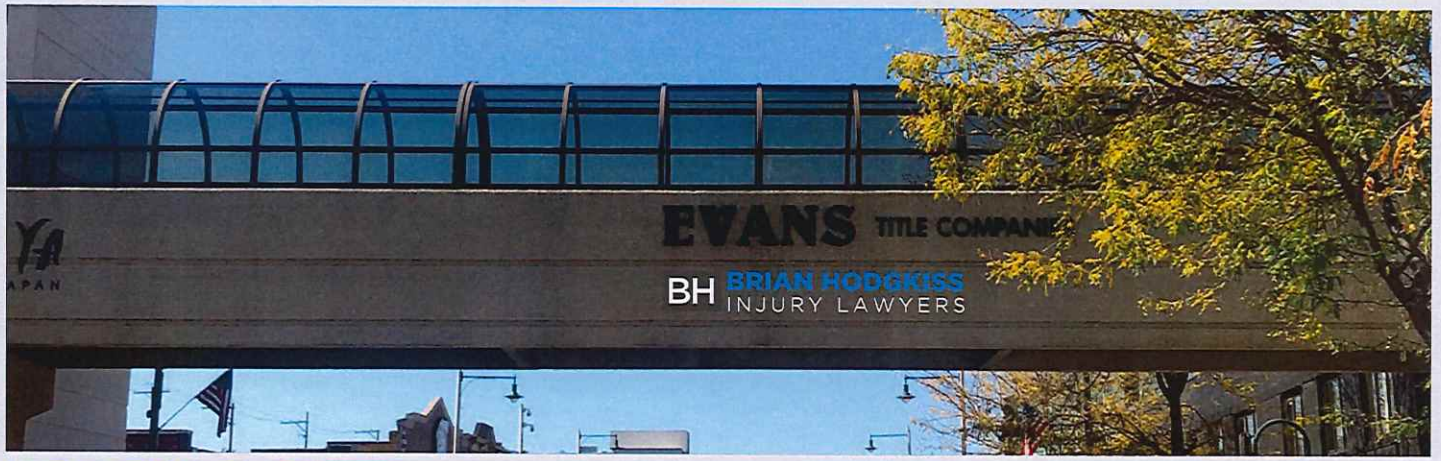
COLORS SHOWN ON THIS DOCUMENT ARE A CONCEPTUAL REPRESENTATION ONLY. IF YOU NEED TO SEE A SAMPLE OF THE ACTUAL COLOR BEFORE APPROVING THE PROOF, PLEASE REQUEST A PHYSICAL COLOR SAMPLE FROM YOUR SALES REPRESENTATIVE.

This rendering is the property of Fastsigns® International, Inc. The borrower agrees it shall not be reproduced, copied or disposed of directly or indirectly, nor used for any purpose without permission from Fastsigns® International, Inc.

This rendering is private & confidential

Quantity
1





Client signature for approval: X_____ Date: ____/____/____

By signing this release, you are approving production of the work as specified on this document. Please examine all proofs carefully for accuracy.

Paula Vandehey

From: Linda Garvey <lgarvey@appletonpvh.com>
Sent: Tuesday, September 28, 2021 2:31 PM
To: Chip Seidler
Cc: Paula Vandehey
Subject: RE: skywalk signage

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

I approve the location of the new sign on the skywalk. Thanks and have a great day!

Linda Garvey | Hotel GM
T 9207338000ext1660 | lgarvey@appletonpvh.com

Red Lion Hotel Paper Valley
333 W College Ave Appleton WI 54911 US
redlion.com | Facebook | Twitter

From: Chip Seidler [mailto:chip.seidler@fastsigns.com]
Sent: Tuesday, September 28, 2021 2:24 PM
To: Linda Garvey <lgarvey@appletonpvh.com>
Cc: Paula Vandehey <Paula.Vandehey@appleton.org>
Subject: Re: skywalk signage

Hi Linda,

It was a pleasure to meet with you this morning!

The first proof below is for the Brian Hodgkiss Injury Lawyers metal letters added to each side of the walkway above College Avenue. The second proof shows the addition of the Vince Lombardi's Steakhouse letters if you want those added at the same time.

Paula, if we get Linda's approval, please let me know the next steps for applying for the permit and seeking approval from the Municipal Services Committee and Council.

I can be reached most easily at 920-450-0202 if either of you have any questions.

Regards,

Chip

Warning Lites Of Appleton, Inc.
TRAFFIC SAFETY & SUPPLY
1-920-725-0757
"Safety Is Our Business"
920-725-0757 www.warninglites.com

START DATE & TIME

DURATION:

GENERAL NOTES:

THIS TRAFFIC CONTROL PLAN IS FOR INFORMATIONAL PURPOSES ONLY.
TRAFFIC CONTROL PLAN IS NOT TO SCALE.
WARNING LITES OF APPLETON, INC. ASSUMES NO LIABILITY FOR LAYOUT & SETUP OF ACCEPTED TRAFFIC CONTROL PLAN.
THE CITY OF APPLETON DECIDES FINAL APPROVAL OF TRAFFIC CONTROL PLAN.
ADVANCED WARNING SIGNS WILL BE MOUNTED ON PORTABLE SUPPORTS.
THE EXACT NUMBER, LOCATION, AND SPACING OF ALL SIGNS AND DEVICES. SHALL BE ADJUSTED TO FIT FIELD CONDITIONS AS APPROVED BY THE ENGINEER.

LEGEND

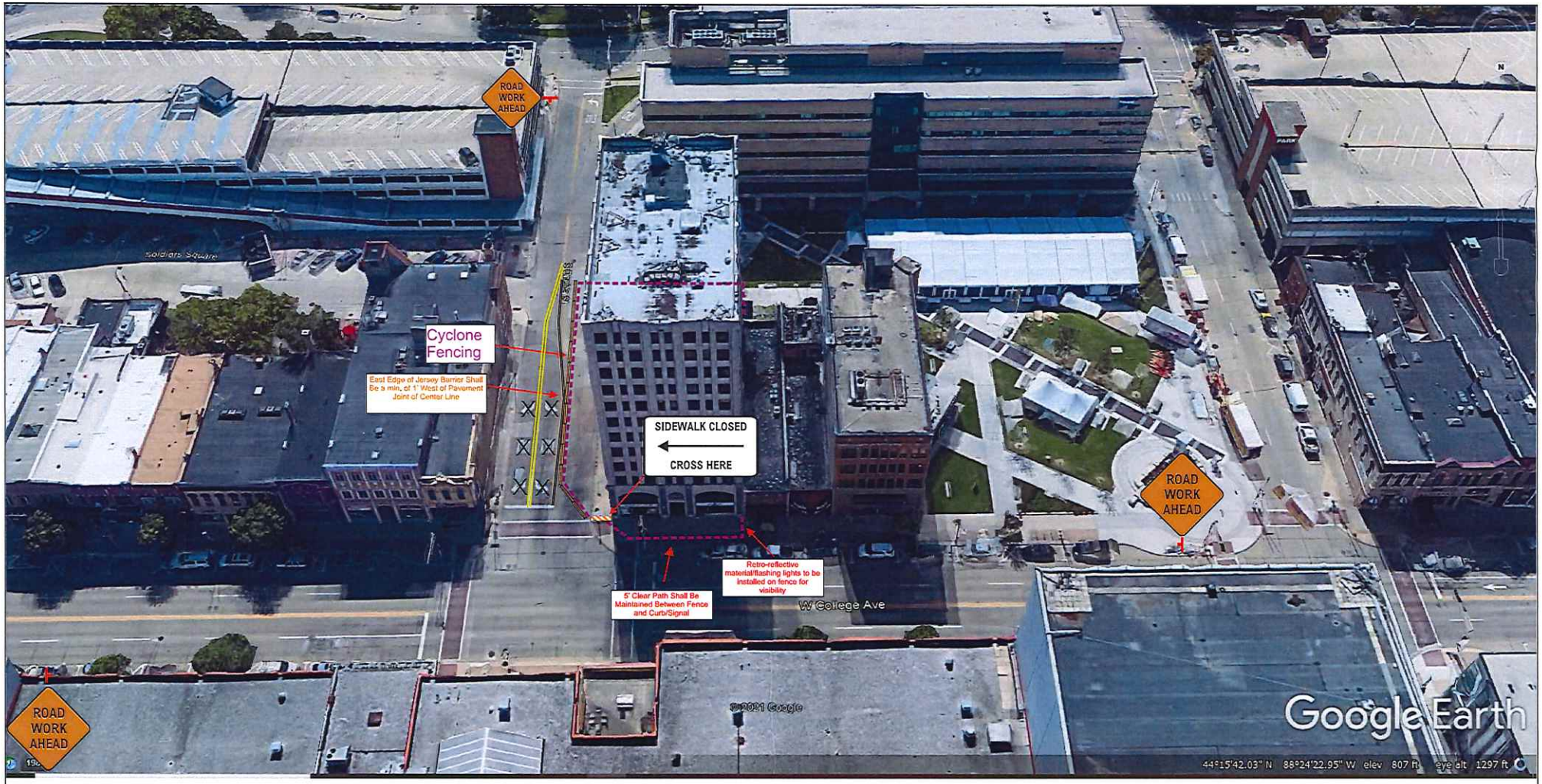
SIGN SYMBOL

DRUM WITH/WITHOUT LIGHT

TYPE III BARRICADE

DIRECTION OF TRAFFIC

Owner: CITY OF APPLETON		
Project Name: ZUEHLKE BUILDING RENOVATION		Project Number
Prime Contractor: GREENFIRE		Traffic Control Contractor: Warning Lites of Appleton, Inc.
Phone: 920-725-0757	Sheet Number: 1	Date: 07/28/2021
Prepared By: Lance G Mauel		



Owner	CITY OF APPLETON
Project Name	ZUEHLKE BUILDING RENOVATION
Project Number	
Prime Contractor	GREENFIRE
Traffic Control Contractor	Warning Lites of Appleton, Inc.
Phone	920-725-0757
Sheet Number	2
Date	07/28/2021
Prepared By	Lance G Mauel

Warning Lites Of Appleton, Inc.
TRAFFIC SAFETY & SUPPLY
1-920-725-0757
"Safety Is Our Business"
920-725-0757 www.warninglites.com

START DATE & TIME

DURATION:

GENERAL NOTES:

THIS TRAFFIC CONTROL PLAN IS FOR INFORMATIONAL PURPOSES ONLY.
TRAFFIC CONTROL PLAN IS NOT TO SCALE.
WARNING LITES OF APPLETON, INC. ASSUMES NO LIABILITY FOR LAYOUT & SETUP OF ACCEPTED TRAFFIC CONTROL PLAN.
THE CITY OF APPLETON DECIDES FINAL APPROVAL OF TRAFFIC CONTROL PLAN.
ADVANCED WARNING SIGNS WILL BE MOUNTED ON PORTABLE SUPPORTS.
THE EXACT NUMBER, LOCATION, AND SPACING OF ALL SIGNS AND DEVICES. SHALL BE ADJUSTED TO FIT FIELD CONDITIONS AS APPROVED BY THE ENGINEER.

LEGEND

SIGN SYMBOL

DRUM WITH/WITHOUT LIGHT

TYPE III BARRICADE

DIRECTION OF TRAFFIC

City Of Appleton

Rev. 04-10-15

PERMIT TO OCCUPY THE PUBLIC RIGHT-OF-WAY

Permit #: - -
Effective Date:
Expiration Date:
Fee:
Paid (yes or no):

Applicant Information

Name (print): Ethan Fett
Company: Blue Sky Contractors, LLC
Address: 2300 W. Everett St.
Appleton WI 54914
Telephone: 920-733-1250 FAX: 920-733-1256
e-mail: ethan@builditblue.net
Applicant Signature: Ethan Fett
Date: 9.28.21

Occupancy Information

General Description: 318 W. College Ave. Project-Alley in Back
Tower crane 10.7.2021, close alley west edge of Evans Title "alley closed signs" east side of Sakura.

Street Address:
Tax Key No.: 312024300
- or-
Street:
From: October 7,2021 (7am)
To: October 7,2021 (2pm)
Multiple Streets:

(Department use only)

Occupancy Type	Sub-Type	Location
☐ Permanent ($40)	☐ Sandwich Board	☐ Sidewalk
☐ Temporary - max. 35 days ($40)	☐ Tables / Chairs	☐ Terrace
☐ Amenity/Annual ($40)	☐ Dumpster	☐ Roadway
☐ Blanket/Annual ($250)	☐ POD / Container	
☐ Block Party ($15)	☐ Obstruction / Other	

Additional Requirements

☐ Plan/Sketch ☐ Certificate of Insurance ☐ Bond
☐ Other:

Traffic Control Requirements ☐ N/A

Type of Street:	*Proposed Traffic Control:*
☐ Arterial/CBD	☐ City Manual Page(s)
☐ Collector	☐ State Manual Page(s)
☐ Local	☐ Other (attach plan)

Approved by: Date:

☐ Contact Traffic Division (832-2379) 1 business day prior to any lane closure, or 2 business days prior to a full road closure.
Additional Requirements:

This permit approval is subject to the following conditions:

1. Permittee is responsible to obtain any further permits that may be required as part of this occupancy.
2. Permittee shall adhere to any plan(s) that were submitted to the City of Appleton as part of this application.
3. This permit is subject to IMMEDIATE REVOCATION and/or issuance of a MUNCIPAL CITATION if conditions of the permit are not met.
4. This permit is subject to IMMEDIATE REVOCATION if unfavorable traffic conditions develop during the period the occupancy is permitted.
5.
6.

This permit is issued to the applicant upon payment of the permit fee and is expressly limited to the location and type described herein. The applicant, in exchange for receiving this permit, warranties that all street occupancies will be performed in conformity to City ordinances, standards and policies, be properly barricaded and lighted, and be performed in a safe manner. By applying for and accepting this permit, the applicant assumes full liability and/or any costs incurred by the City for corrective work required to bring the subject area into compliance with said ordinances, standards, policies and permit conditions. No occupancy shall occur prior to approval of this permit by the Department of Public Works.

The Grantee shall guarantee at their expense, the repair or replacement of pavement, sidewalk and any other facilities within the public right-of-way damaged or destroyed by the Grantee or any sub-contractor working for them. The Grantee shall assume complete and full liability and responsibility, in accordance with existing ordinances and policies, in the event of injury or damage to persons or property resulting from their facilities within the public right-of-way.

APPROVED BY: _____ DATE: _____
(Department of Public Works)

BLUESKY-01 KBLUMA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/20/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Truyman Haase Zahn Ins Group
6064 Richmond St
Appleton, WI 54913

CONTACT NAME:
PHONE (A/C, No, Ext): (920) 730-0123 FAX (A/C, No): (920) 833-6870
E-MAIL ADDRESS: info@thzins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Selective Insurance	12572
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Blue Sky Contractors LLC and Zeitgeist Development LLC
2300 W Everett St
Appleton, WI 54914-4748

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$	2,000,000
	CLAIMS-MADE / X OCCUR			S 2240638	9/25/2021	9/25/2022	DAMAGE TO RENTED PREMISES (Ea occurrence)	$	500,000
							MED EXP (Any one person)	$	15,000
							PERSONAL & ADV INJURY	$	2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$	4,000,000
	POLICY / X PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$	4,000,000
	OTHER:							$	
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$	1,000,000
	X ANY AUTO			S 2240638	9/25/2021	9/25/2022	BODILY INJURY (Per person)	$	
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$	
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$	
								$	
A	X UMBRELLA LIAB / X OCCUR			S 2240638	9/25/2021	9/25/2022	EACH OCCURRENCE	$	5,000,000
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$	5,000,000
	DED / X RETENTION $ 0							$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE / OTH-ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N	N / A		WC 9038481	9/25/2021	9/25/2022	E.L. EACH ACCIDENT	$	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$	1,000,000
							E.L. DISEASE - POLICY LIMIT	$	1,000,000
A	Leased/Rented Equip			S 2240638	9/25/2021	9/25/2022	$500 ded		100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City Of Appleton, and its officiers, Council members, agent, employees and authorized volunteers as additional insured with waiver of subrogation with regard to the General Liability per Form CG 7988 and Form CG 73 00 and with regard to Business Auto per Form CA 7809 when required by written contract. Policies are primary and non-contributory. Umbrella policy follows underlying form. Waiver of subrogation with regard to Worker's Compensation per Form WC 00 03 13 when required by written contract.

CERTIFICATE HOLDER

City Of Appleton
100 N. Appleton Street
Appleton, WI 54911

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Tracy E. Haase

© 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

Step 1: Select Payments Step 2: Review and Submit Step 3: Confirmation and Receipt

Step 3: Confirmation and Receipt

Result: Payment Authorized
Confirmation Number: 101035518

Your payment has been authorized successfully and payment will be processed.

The City of Appleton Inspections thanks you for your payment. For questions about your account, please call 920-832-5413. Thank you for using our bill payment services.

Please save or print a copy of this receipt for record keeping purposes.

My Bills

Description	Amount
Street Occupancy Permit payment of $40.00 on Permit Description Temporary - $40	$40.00
Subtotal:	$40.00
Convenience Fee:	$1.50
Total Payment:	$41.50

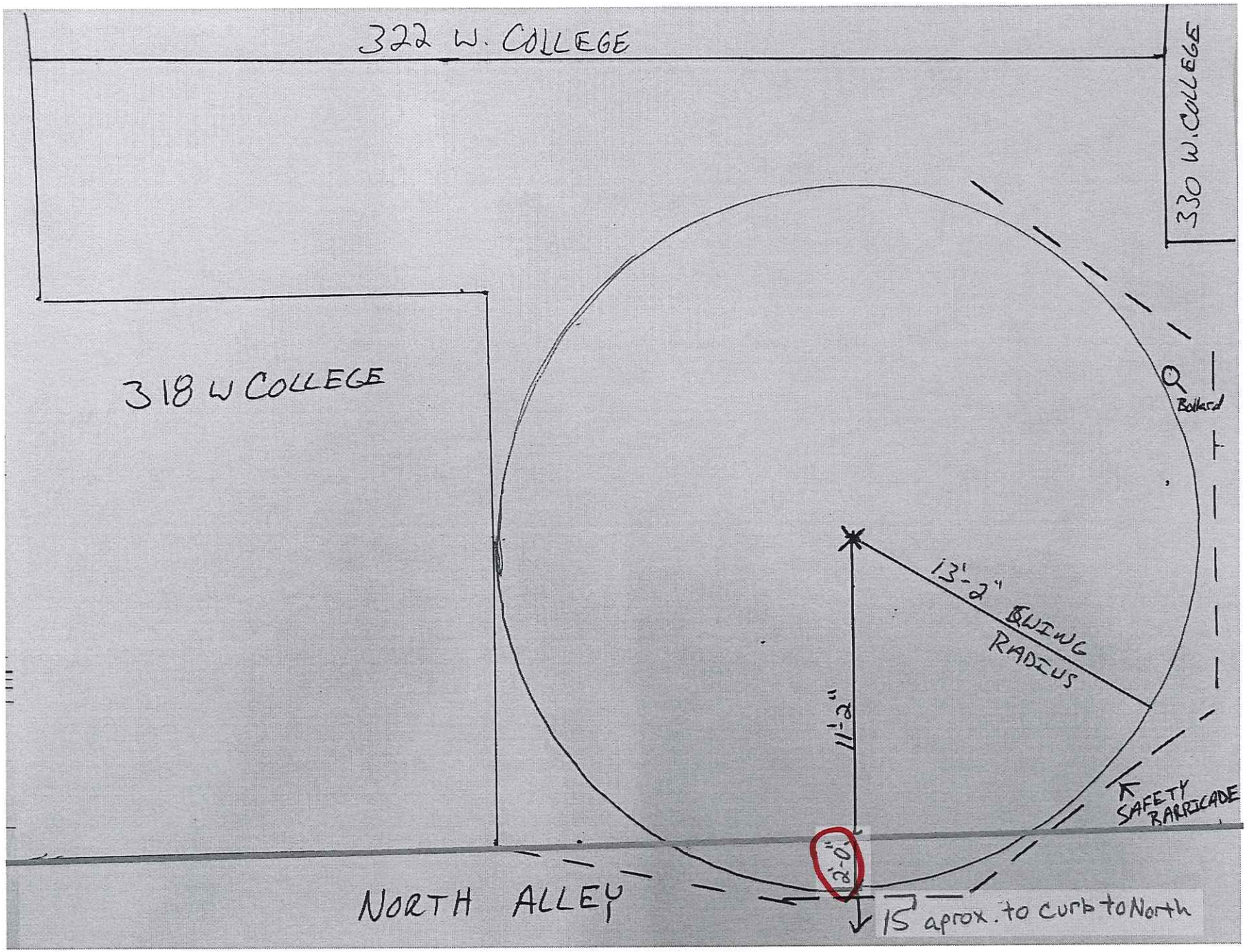
Customer Information

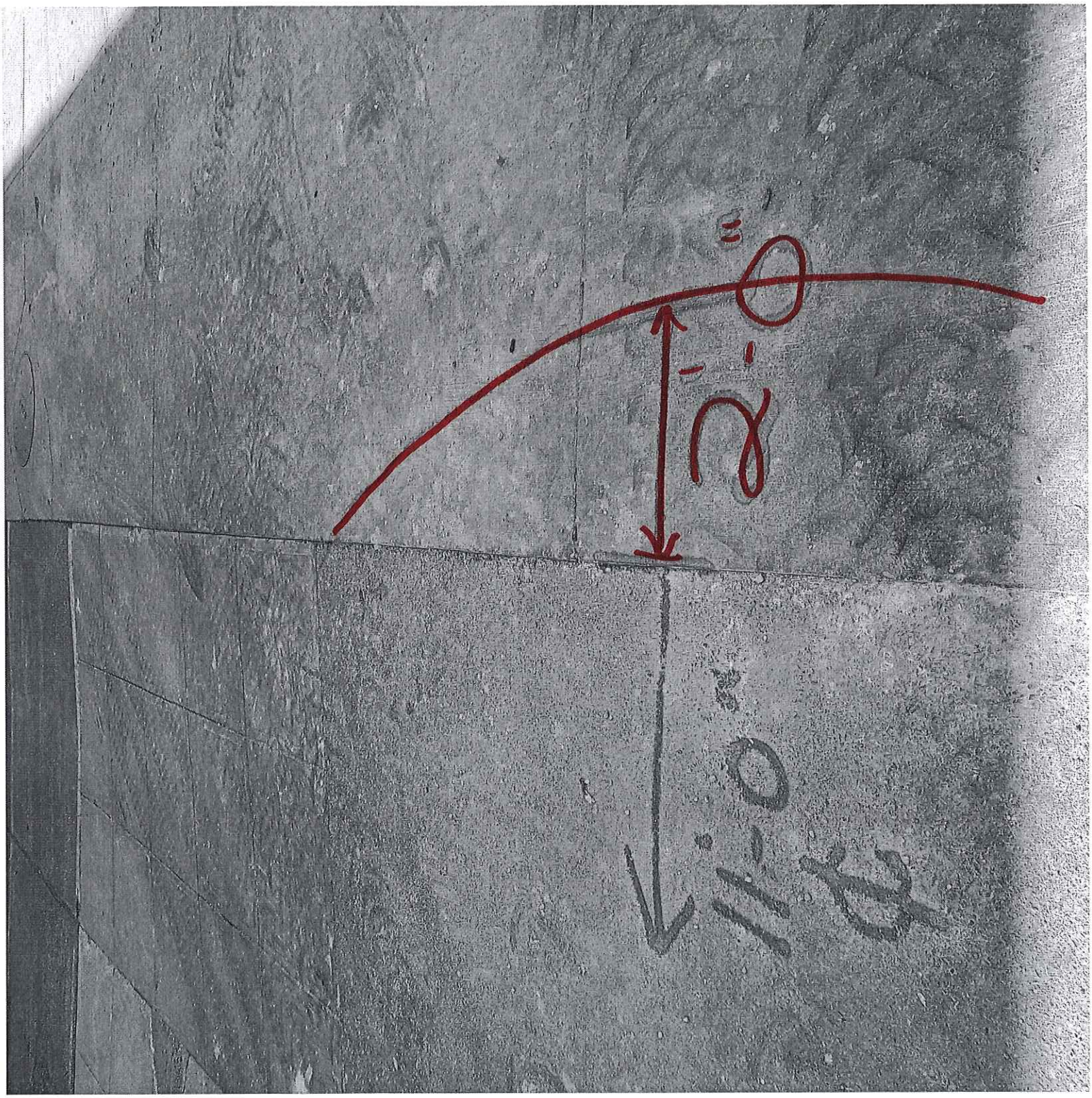
First Name: JaTame
Last Name: Schabo
Address Line 1: 2300 W. Everett St.
Address Line 2:
City: Appleton
State: Wisconsin
Zip Code: 54914
Phone Number: 920-733-1250
Email Address: jatame@bulldtblue.net

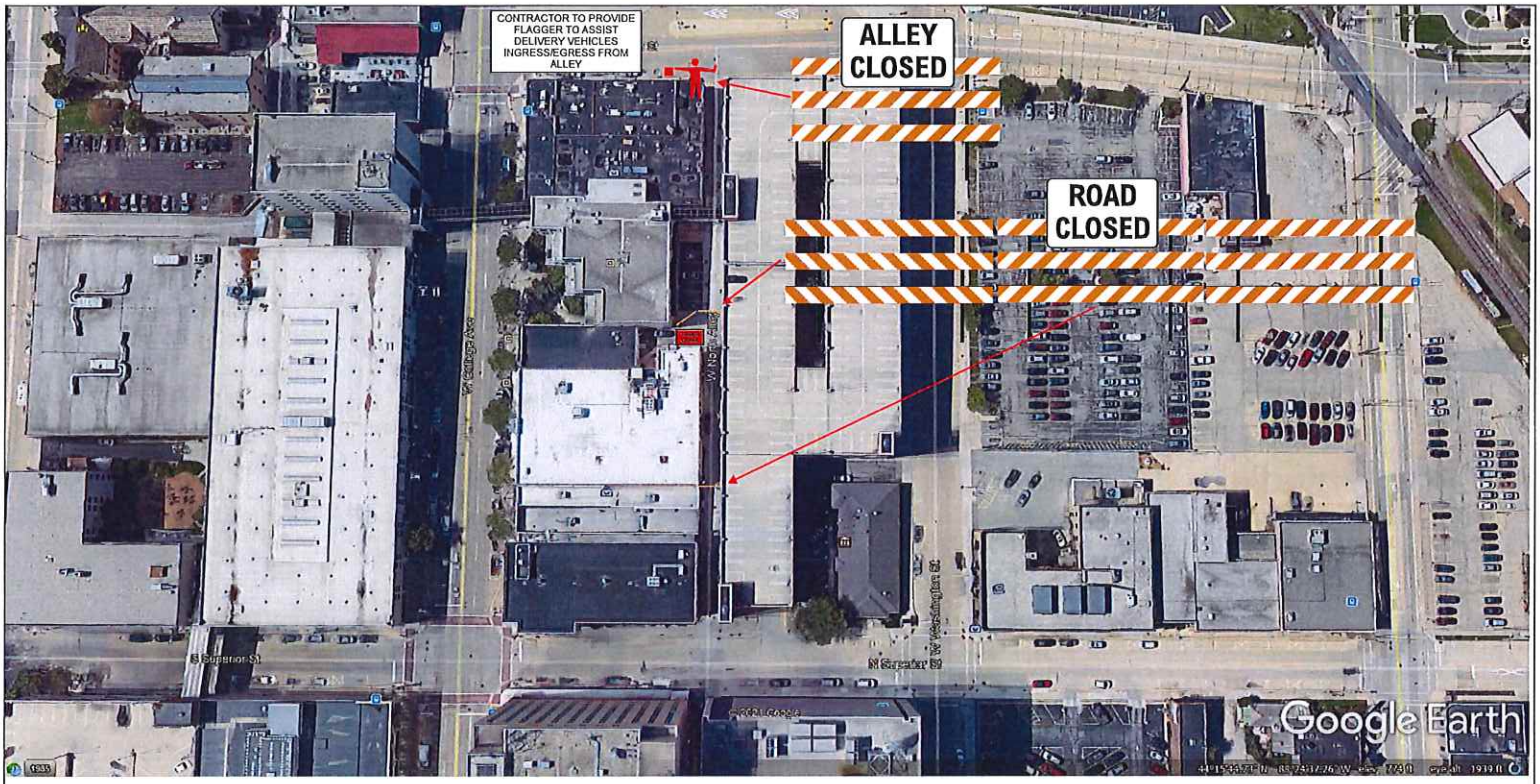
Payment Information

Payment Date: 09/29/2021
Card Type: Visa
Card Number: **********4588

Print Finished


322 W. COLLEGE
330 W. COLLEGE
318 W COLLEGE
Bollard
13'-2" SWING RADIUS
11'-2"
SAFETY BARRICADE
2'-0"
NORTH ALLEY
15 aprox. to curb to North





Owner	City of Appleton
Project Name: 318 W College Ave	Project Number
Prime Contractor: Blue Sky Contractors	Traffic Control Contractor: Warning Lites of Appleton, Inc.
Phone: 920-725-0757	Sheet Number: 1
Date: 09/29/2021	
Prepared By: Lance G Mauel	

Warning Lites Of Appleton, Inc.
TRAFFIC SAFETY & SUPPLY
1-920-725-0757
"Safety Is Our Business"
920-725-0757 www.warningliteswi.com

START DATE & TIME

DURATION:

GENERAL NOTES:

THIS TRAFFIC CONTROL PLAN IS FOR INFORMATIONAL PURPOSES ONLY.
TRAFFIC CONTROL PLAN IS NOT TO SCALE.
WARNING LITES OF APPLETON, INC. ASSUMES NO LIABILITY FOR LAYOUT & SETUP OF ACCEPTED TRAFFIC CONTROL PLAN.
THE CITY OF APPLETON DECIDES FINAL APPROVAL OF TRAFFIC CONTROL PLANS. ADVANCED WARNING SIGNS WILL BE MOUNTED ON PORTABLE SUPPORTS.
THE EXACT NUMBER, LOCATION, AND SPACING OF ALL SIGNS AND DEVICES SHALL BE ADJUSTED TO FIT FIELD CONDITIONS AS APPROVED BY THE ENGINEER.

- SIGN SYMBOL
- DRUM WITH/WITHOUT LIGHT
- TYPE III BARRICADE
- DIRECTION OF TRAFFIC

Owner	City of Appleton			
Project Name 318 W College Ave				Project Number
Prime Contractor Blue Sky Contractors			Traffic Control Contractor Warning Lites of Appleton, Inc.	
Phone 920-725-0757	Sheet Number 2			Date 09/29/2021
Prepared By Lance G Mauel				

Warning Lites Of Appleton, Inc.
TRAFFIC SAFETY & SUPPLY
1-920-725-0757
"Safety Is Our Business"
920-725-0757 www.warninglites wi.com

START DATE & TIME

DURATION:

GENERAL NOTES:

THIS TRAFFIC CONTROL PLAN IS FOR INFORMATIONAL PURPOSES ONLY.
TRAFFIC CONTROL PLAN IS NOT TO SCALE.
WARNING LITES OF APPLETON, INC. ASSUMES NO LIABILITY FOR LAYOUT & SETUP OF ACCEPTED TRAFFIC CONTROL PLAN.
THE CITY OF APPLETON DECIDES FINAL APPROVAL OF TRAFFIC CONTROL PLAN. ADVANCED WARNING SIGNS WILL BE MOUNTED ON PORTABLE SUPPORTS. THE EXACT NUMBER, LOCATION, AND SPACING OF ALL SIGNS AND DEVICES SHALL BE ADJUSTED TO FIT FIELD CONDITIONS AS APPROVED BY THE ENGINEER.

SIGN SYMBOL
DRUM WITH/WITHOUT LIGHT
TYPE III BARRICADE
DIRECTION OF TRAFFIC

City Of Appleton

Rev. 04-10-15

PERMIT TO OCCUPY THE PUBLIC RIGHT-OF-WAY

Permit #: 21-171-T
Effective Date: 9/10/21
Expiration Date: 10/8/21
Fee: $40.00
Paid (yes or no): Y/10007 6952

Applicant Information

Name (print): Bryan Vandenack
Company: Security Luebke Roofing
Address: 3921 E. Endeavor Appleton WI 54915
Telephone: 920-841-8188 FAX:
e-mail: bvandenack@securitylueberoofing.com
Applicant Signature: Bryan Vandenack
Date: 9-8-2021

Occupancy Information

General Description: put a small crane on the corner of Douglas & 4th St

Street Address: 1635 W. Spencer St
Tax Key No.:
- or-
Street:
From: 9/10/21
To: 10/8/21
Multiple Streets:

(Department use only)

Occupancy Type
- ☐ Permanent ($40)
- ☒ Temporary - max. 35 days ($40)
- ☐ Amenity/Annual ($40)
- ☐ Blanket/Annual ($250)
- ☐ Block Party ($15)

Sub-Type
- ☐ Sandwich Board
- ☐ Tables / Chairs
- ☐ Dumpster
- ☐ POD / Container
- ☒ Obstruction / Other

Location
- ☐ Sidewalk
- ☐ Terrace
- ☒ Roadway

Additional Requirements

- ☐ Plan/Sketch
- ☒ Certificate of Insurance
- ☐ Bond
- ☐ Other:

Traffic Control Requirements

☐ N/A

Type of Street:
- ☐ Arterial/CBD
- ☐ Collector
- ☐ Local

Proposed Traffic Control:
- ☒ City Manual Page(s)
- ☐ State Manual Page(s)
- ☐ Other (attach plan)

Approved by: Date:

☐ Contact Traffic Division (832-2379) 1 business day prior to any lane closure, or 2 business days prior to a full road closure.

Additional Requirements:

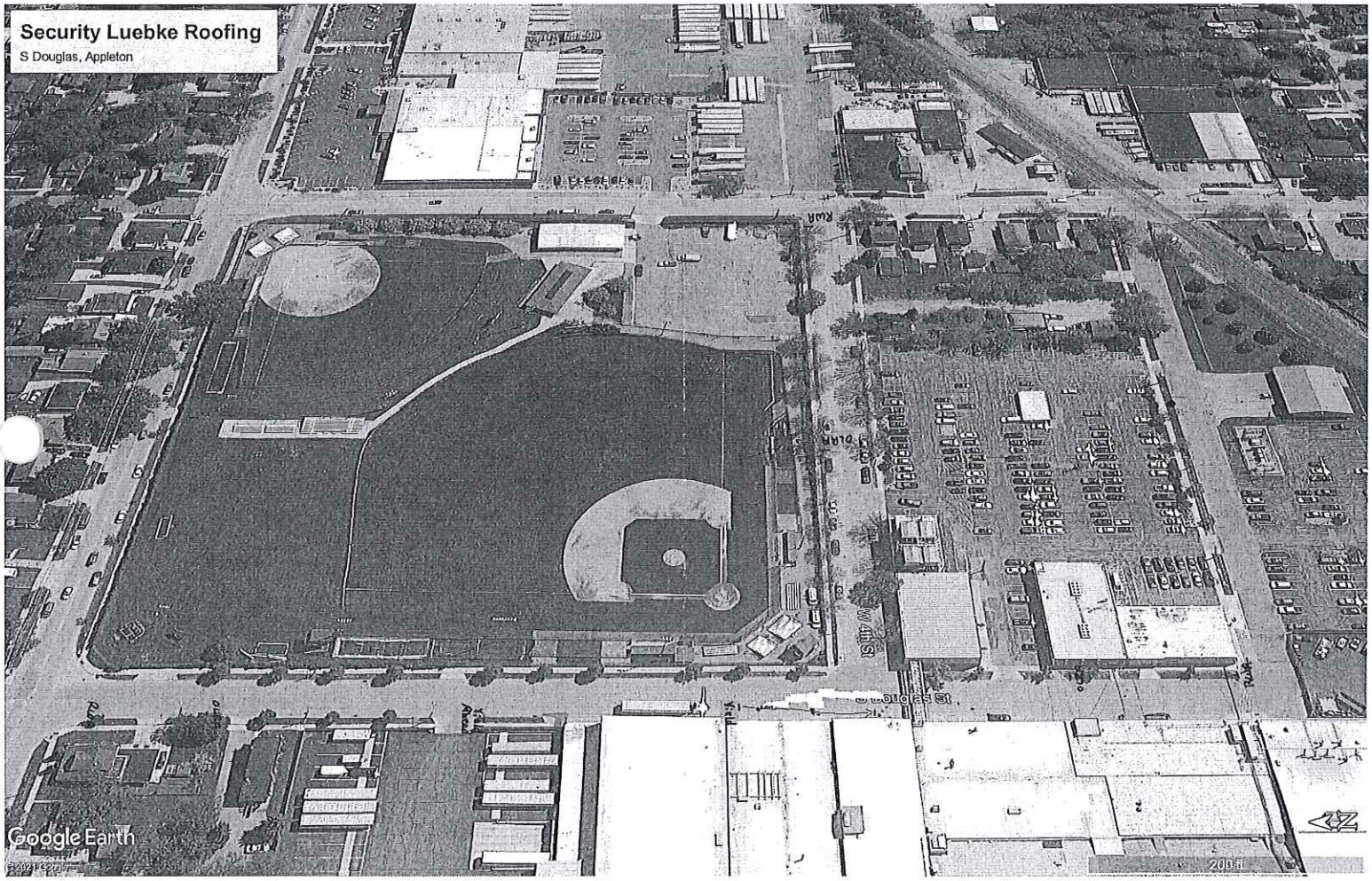
This permit approval is subject to the following conditions:

1. Permittee is responsible to obtain any further permits that may be required as part of this occupancy.
2. Permittee shall adhere to any plan(s) that were submitted to the City of Appleton as part of this application.
3. This permit is subject to IMMEDIATE REVOCATION and/or issuance of a MUNCIPAL CITATION if conditions of the permit are not met.
4. This permit is subject to IMMEDIATE REVOCATION if unfavorable traffic conditions develop during the period the occupancy is permitted.
5.
6.

This permit is issued to the applicant upon payment of the permit fee and is expressly limited to the location and type described herein. The applicant, in exchange for receiving this permit, warranties that all street occupancies will be performed in conformity to City ordinances, standards and policies, be properly barricaded and lighted, and be performed in a safe manner. By applying for and accepting this permit, the applicant assumes full liability and/or any costs incurred by the City for corrective work required to bring the subject area into compliance with said ordinances, standards, policies and permit conditions. No occupancy shall occur prior to approval of this permit by the Department of Public Works.

The Grantee shall guarantee at their expense, the repair or replacement of pavement, sidewalk and any other facilities within the public right-of-way damaged or destroyed by the Grantee or any sub-contractor working for them. The Grantee shall assume complete and full liability and responsibility, in accordance with existing ordinances and policies, in the event of injury or damage to persons or property resulting from their facilities within the public right-of-way.

APPROVED BY: Mike Hardy/ds (Department of Public Works) DATE: 9/9/21


Security Luebke Roofing
S Douglas, Appleton
W 4th St
S Douglas St
Google Earth
200 ft

Insurance and Bond Coverage:

Insurance Carrier: M3 Insurance Solutuions, Inc.

Insurance Agent Name and Phone Number: Tiffanie Courtney 920-405-9162

Policy Number: Z19700

Policy Period: 5/1/2022

* Bond Carrier: _____

* Bond Agent Name and Phone Number: _____

* Bond Number: _____

* Bond Period: _____

I confirm that I have the authority to sign and certify the information contained herein as the permittee/licensee or duly authorized representative of the entity obtaining this permit/license. I have reviewed and understand the insurance and bonding requirements of the City of Appleton. I hereby certify that I, or the company I represent have insurance and a bond in the amounts required to obtain this permit/license. I have named the City of Appleton as an additional insured for purposes of this permit/license and have provided the name of my insurance and bond carriers, the policy numbers and policy periods above. Further, I agree to maintain appropriate insurance coverage for the duration of this permit/license and to indemnify against any and all liability, loss, damage and expenses and costs including attorneys' fees arising out of the activities performed as described herein, caused in whole or in part by any negligent act or omission of the applicant, anyone directly or indirectly employed by any of them, which may arise from the use of city right of way or property under this permit or license.

I certify that this application, and all information and documentation provided therein, is true and accurate.

Company Name: Security Luebke Roofing

Print Name: Makayla Barth

Signature: Makayla Barth

Date: 9/1/21

** Bonds are required for the following types of work only:*

Step 1: Select Payments Step 2: Review and Submit Step 3: Confirmation and Receipt

Step 3: Confirmation and Receipt

Result: Payment Authorized
Confirmation Number: 100076952

Your payment has been authorized successfully and payment will be processed.

The City of Appleton Inspections thanks you for your payment. For questions about your account, please call 920-832-6413. Thank you for using our bill payment services.

Please save or print a copy of this receipt for record keeping purposes.

My Bills

Description	Amount
Street Occupancy Permit payment of $40.00 on Permit Description Temporary - $40	$40.00

Subtotal:	$40.00
Convenience Fee:	$1.50
Total Payment:	**$41.50**

Customer Information

First Name: BRYAN
Last Name: VANDENACK
Address Line 1: 3921 E ENDEAVOR
Address Line 2:
City: APPLETON
State: Wisconsin
Zip Code: 54915
Phone Number: 920-841-8188
Email Address: BVANDENACK@SECURITYROOFING.COM

Payment Information

Payment Date: 09/09/2021
Card Type: Visa
Card Number: **********3950

Print Finished

Original Alcohol Beverage Retail License Application

(Submit to municipal clerk.)

For the license period beginning: 07/01/2021 (mm dd yyyy) ending: 06/30/2022 (mm dd yyyy)

To the Governing Body of the: ☐ Town of ☐ Village of ☒ City of } Appleton

County of Outagamie

Aldermanic Dist. No._____ (if required by ordinance)

Check one: ☐ Individual ☐ Partnership ☒ Limited Liability Company ☐ Corporation/Nonprofit Organization

Applicant's Wisconsin Seller's Permit Number [redacted]

FEIN Number [redacted]

TYPE OF LICENSE REQUESTED	FEE
☒ Class A beer	$ 300
☐ Class B beer	$
☐ Class C wine	$
☒ Class A liquor	$ 300
☐ Class A liquor (cider only)	$ N/A
☐ Class B liquor	$
☐ Reserve Class B liquor	$
☐ Class B (wine only) winery	$
Publication fee	$ 60
TOTAL FEE	$ 560

Name (individual / partners give last name, first, middle; corporations / limited liability companies give registered name)
TEE TEES NACHOS LLC

An "Auxiliary Questionnaire," Form AT-103, must be completed and attached to this application by each individual applicant, by each member of a partnership, and by each officer, director and agent of a corporation or nonprofit organization, and by each member/manager and agent of a limited liability company. List the full name and place of residence of each person.

President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Thornton	Timasha	F	500 S pierce Ave, Appleton WI 54914
Vice President / Member Last Name	**(First)**	**(Middle Name)**	**Home Address (Street, City or Post Office, & Zip Code)**
Junitna	Lewis	L	311 S Ecols St Apt 1 Appleton, WI 54914
Secretary / Member Last Name	**(First)**	**(Middle Name)**	**Home Address (Street, City or Post Office, & Zip Code)**
Purnell	Jasmonique	D	500 S Pierce ave Appleton, WI 54914
Treasurer / Member Last Name	**(First)**	**(Middle Name)**	**Home Address (Street, City or Post Office, & Zip Code)**
James	Thornton	D	500 S Pierce Ave. Appleton, WI 54914
Agent Last Name	**(First)**	**(Middle Name)**	**Home Address (Street, City or Post Office, & Zip Code)**
Thornton	Timasha	F	500 S pierce Ave, Appleton WI 54914
Directors / Managers Last Name	**(First)**	**(Middle Name)**	**Home Address (Street, City or Post Office, & Zip Code)**

1. Trade Name TEE TEES Nachos LLC Business Phone Number 920-515-5520
2. Address of Premises 550 N Morrison St #[redacted] Post Office & Zip Code 54911
3. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.)

   It would be kept in the building and the back room of the offices, Stack on top of the shelfs. In a Coider in Suite C. Suite C is 1/2 on the Digram.

4. Legal description (omit if street address is given above): _____
5. (a) Was this premises licensed for the sale of liquor or beer during the past license year? ..... ☐ Yes ☒ No

   (b) If yes, under what name was license issued? _____

6. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? **If yes, explain** ..... ☒ Yes ☐ No

yes I take the online course on Serving Alcohol Inc - Wisconsin Alcohol Seller/Servers course

7. Is the applicant an employe or agent of, or acting on behalf of anyone except the named applicant? ..... ☐ Yes ☒ No
If yes, explain.

8. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? **If yes, explain** ..... ☐ Yes ☒ No

9. (a) **Corporate/limited liability company applicants only:** Insert state WI and date 05-13-2021 of registration.

(b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? **If yes, explain** ..... ☐ Yes ☒ No

(c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? ☐ Yes ☒ No
If yes, explain.

10. Does the applicant understand they must register as a Retail Beverage Alcohol Dealer with the federal government, Alcohol and Tobacco Tax and Trade Bureau (TTB) by filing (TTB form 5630.5d) before beginning business? [phone 1-877-882-3277] ..... ☒ Yes ☐ No

11. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776] ..... ☒ Yes ☐ No

12. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? ..... ☒ Yes ☐ No

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. Any person who knowingly provides materially false information on this application may be required to forfeit not more than $1,000. Signer agrees to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants, or one member of a partnership applicant must sign; one corporate officer, one member/manager of Limited Liability Companies must sign.) Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.

Contact Person's Name (Last, First, M.I.)	Title/Member	Date
Thornton Timasha F	President	09-29-21
Signature	**Phone Number**	**Email Address**
Timasha Thornton	[redacted]	[redacted]

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk	Date reported to council / board	Date provisional license issued	Signature of Clerk / Deputy Clerk
9-24-2021			
Date license granted	**Date license issued**	**License number issued**	

AT-106 (R. 3-19)

City of Appleton
Alcohol License Questionnaire

1. **Name of Applicant:** Timasha Thornton

2. **Name of Business:** Tee Tee's Nachos
(Check Applicable Box(s) to identify primary business activity)
- [ ] Restaurant
- [ ] Tavern/Night Club/Wine Bar
- [ ] Microbrewery/Brewpub
- [ ] Painting/Craft Studio
- [x] Other (describe) Retail / Nachos Bar

3. **Address of Business:** 550 N Morrison Ave Appleton, WI 5491

4. **Have you or any member of your organization ever been convicted of a misdemeanor or ordinance violation?** Yes ✓ No ____
AND/OR been convicted of a felony? Yes ____ No ✓
If yes to either question, please explain in detail below:
James Thornton - Had a family fight become a misdemeanor

5. **List all partners, shareholders or investors of your business. Include full name, middle initial and date of birth. Please use additional sheets if necessary.**

First name	M.I.	Last name	Date of Birth
Junitna	L	Lewis	[redacted]
James	D	Thornton	[redacted]
Jasmonique	D	Durnell	[redacted]
Janiya	D	Thornton	[redacted]

6. **Name of person/corporation you are buying the premise and equipment from?**

Name: Alan (First name) Ament (Last name)

Address: W6442 Firelane 8 Menasha WI 54952
City State ZIP

7. What was the previous name and primary nature of the business operating at this location?

Name: N/A Unsure

(Check Applicable Box(s) to identify primary business activity)

- ☐ Restaurant
- ☐ Tavern/Night Club/Wine Bar
- ☐ Microbrewery/Brewpub
- ☐ Painting/Craft Studio
- ☐ Other (describe)_____

8. Was this premise licensed for alcohol sales/consumption during the past license year?

Yes_____ *If yes, please contact the Community and Economic Development Department at 832-6468 about obtaining a copy of an existing Special Use Permit and related requirements that may run with property.*

No ✓ *If no, please contact the Community and Economic Development Department at 832-6468 about obtaining a Special Use Permit. A Special Use Permit may be required for your business activity prior to the issuance of a Liquor License, pursuant to the City of Appleton Zoning Ordinance.*

9. If alcohol sales were a previous use in this building, when did the operation cease?

N/A months ago.

10. Seating capacity: Inside 30 Outside 15

11. Operating hours (Inside the building): Monday - Saturday 9Am - 9pm

Operating hours (Outdoor seating areas): Monday - Saturday 9Am - 6pm

12. Employees/Staff

Number of floor personnel 2 Number of door checkers —

13. In general, state the size and operational details of the proposed establishment:

a. Gross floor building area of the premises to be licensed: _____ square feet.

b. Gross outdoor seating areas of the premises to be licensed: _____ square feet.

c. Below, identify the operational details of the proposed establishment:

In Suite C is were we going have Nachos Bar, Candy, Soda, and etc. In Suite D were we going have Painting/Craft Studio, Selling wine and Beer in Suite C.

[signature] 09-29-21

Signature **Date**

Schedule for Appointment of Agent by Corporation / Nonprofit Organization or Limited Liability Company

Submit to municipal clerk.

All corporations/organizations or limited liability companies applying for a license to sell fermented malt beverages and/or intoxicating liquor must appoint an agent. The following questions must be answered by the agent. The appointment must be signed by an officer of the corporation/organization or one member/manager of a limited liability company and the recommendation made by the proper local official.

To the governing body of: ☐ Town ☐ Village ☑ City of APPLETON County of Outagamie

The undersigned duly authorized officer/member/manager of TEE TEE's Nachos LLC
(Registered Name of Corporation / Organization or Limited Liability Company)

a corporation/organization or limited liability company making application for an alcohol beverage license for a premises known as TEE TEE's Nachos LLC
(Trade Name)

located at 550 N Morrison st Appleton WI 54911

appoints Timasha Thornton
(Name of Appointed Agent)

500 S pierce ave Appleton WI 54914
(Home Address of Appointed Agent)

to act for the corporation/organization/limited liability company with full authority and control of the premises and of all business relative to alcohol beverages conducted therein. Is applicant agent presently acting in that capacity or requesting approval for any corporation/organization/limited liability company having or applying for a beer and/or liquor license for any other location in Wisconsin?

☐ Yes ☒ No If so, indicate the corporate name(s)/limited liability company(ies) and municipality(ies).

Is applicant agent subject to completion of the responsible beverage server training course? ☒ Yes ☐ No

How long immediately prior to making this application has the applicant agent resided continuously in Wisconsin? 44 years

Place of residence last year 500 S pierce ave Appleton WI 54914

For: TEE TEE's Nachos LLC
(Name of Corporation / Organization / Limited Liability Company)

By: [signature]
(Signature of Officer / Member / Manager)

Any person who knowingly provides materially false information in an application for a license may be required to forfeit not more than $1,000.

ACCEPTANCE BY AGENT

I, Timasha Thornton, hereby accept this appointment as agent for the
(Print / Type Agent's Name)

corporation/organization/limited liability company and assume full responsibility for the conduct of all business relative to alcohol beverages conducted on the premises for the corporation/organization/limited liability company.

[signature] 9/23/2021 Agent's age [redacted]
(Signature of Agent) (Date)

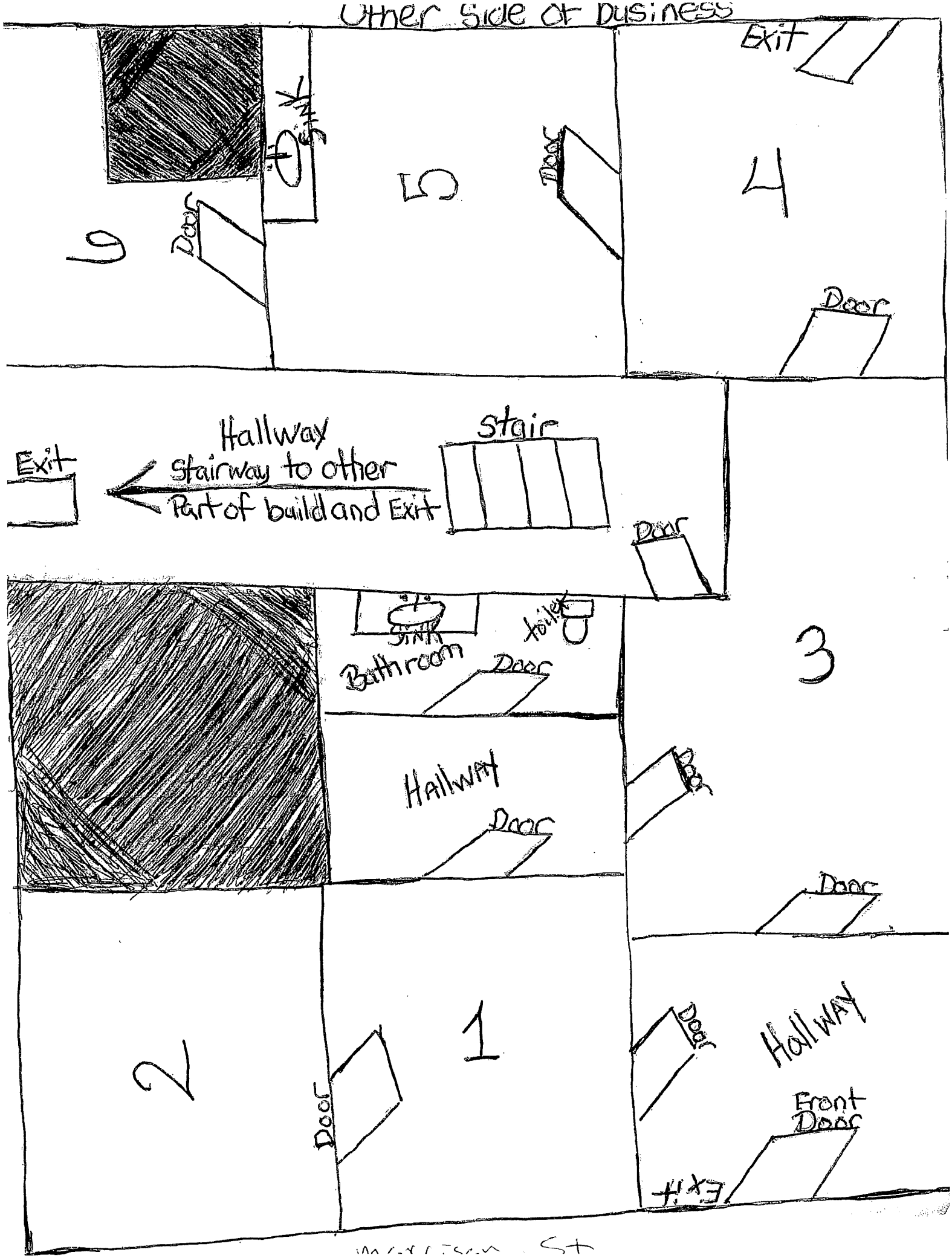
500 S pierce Ave Appleton WI 54914 Date of birth [redacted]
(Home Address of Agent)

APPROVAL OF AGENT BY MUNICIPAL AUTHORITY
(Clerk cannot sign on behalf of Municipal Official)

I hereby certify that I have checked municipal and state criminal records. To the best of my knowledge, with the available information, the character, record and reputation are satisfactory and I have no objection to the agent appointed.

Approved on _____ (Date) by _____ (Signature of Proper Local Official) Title _____ (Town Chair, Village President, Police Chief)

Other side of business



Morrison St

"meeting community needs
.....enhancing quality of life"

FEES ARE NON-REFUNDABLE	Date Recv'd 10/5/21
License Fee $ 10.00	Acct. 11030.4306
Receipt 2667-3	

REQUEST for Beer/Liquor License Premise Amendment

SECTION 1 – LICENSE INFORMATION

Name of Establishment Dairyland Brew Pub

Address of Establishment 1216 E Wisconsin Ave

Name of Agent Dorri Schmidt

Phone Number [redacted]

SECTION 2 – PREMISE AMENDMENT

020 903 9708-BAR

Please describe the change in premises:

A drawing/diagram of the proposed area must also be submitted with this application

Using the Front parking lot for outside games for "the Lumberjack Day"

Is this change Permanent?

☐ YES ☒ NO

If this is temporary please specify the reason for the amendment:

Day only to have alcohol use in parking lot while playing outside Games

Please list the date(s) and time(s) that this temporary premise amendment will be utilized:

Oct 23, 2021 NOON - 7pm

SECTION 4 – PENALTY NOTICE

I certify that I am familiar with Section 9-52 of the Municipal Code of the City of Appleton and agree that any license granted under this application may be suspended for cause at any time by the Common Council.

Under penalty of law, I swear that the information provided in this application is true and correct to the best of my knowledge and belief.

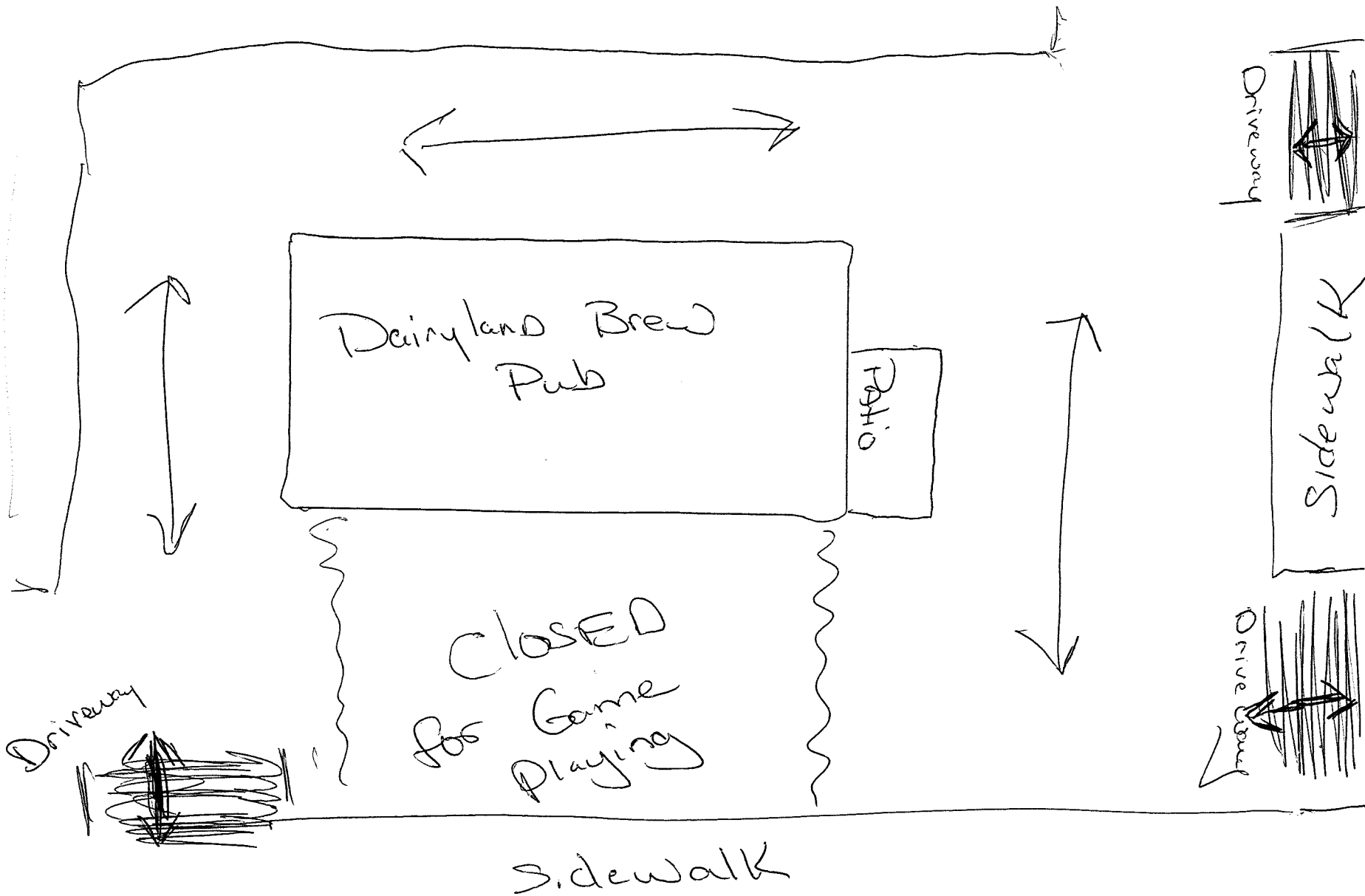
Signature of Applicant: Dorri Schmidt

FOR OFFICE USE ONLY

Department	*Approve*	*Deny*	*By*	*Reason*
Comm. Dev.				
Finance				
Fire				
Health				
Inspections				
Police				

S&L 10-13-21	Council 10-20-21	Date Issued	Exp. Date	License Number

The parking lot will open for parking or any Emergency vehicle needed.



Community and Economic Development

REPORT TO CITY PLAN COMMISSION

Plan Commission Meeting Date: October 13, 2021

Common Council Meeting Date: October 20, 2021

Item: Extraterritorial Preliminary Plat – Auburn Estates – Town of Grand Chute

Case Manager: David Kress, Principal Planner

GENERAL INFORMATION

Owner: M & E Investments Fox Valley, LLC and Geraldine A. Schroeder Irrevocable Trust

Applicant: Cypress Homes, Inc. c/o Mike Blank

Address/Parcel #: Generally located east of McCarthy Road and north of Capitol Drive in the Town of Grand Chute – Tax Id # 101026000, #101026001, #101026100, and #101026101

Petitioner's Request: The applicant is proposing to subdivide property under the Town's RSF Single-Family Residential District. The area is 38.09 acres in size and would be divided into 29 lots and one outlot.

BACKGROUND

The subject area is within the City's extraterritorial plat approval jurisdiction, which includes the unincorporated area within three miles of the City, as described in the Subdivision Ordinance. The Preliminary Plat must also be reviewed and approved by the Town of Grand Chute and Outagamie County. This item is on track to go to the Town Board on October 19, 2021, and it has not yet appeared before the County Zoning Committee.

STAFF ANALYSIS

Existing Conditions: Parcels #101026000, #101026100, and #101026101 are currently developed with houses, barns, and other accessory buildings. However, the majority of the property consists of undeveloped land located in the Town of Grand Chute, east of McCarthy Road. According to the preliminary plat map, delineated wetlands exist on the south end of the site. Access to the development would be obtained from McCarthy Road and extensions of Rose Meadow Lane and Cobble Creek Drive.

Surrounding Zoning and Land Uses: The surrounding area is under the jurisdiction of the Town of Grand Chute, and the nearby uses are generally residential and agricultural in nature. The surrounding zoning is the Town's RSF Single-Family Residential District and AGD General Agricultural District.

Comprehensive Plan 2010-2030: Community and Economic Development staff has reviewed the City of Appleton's *Comprehensive Plan 2010-2030* and determined this proposed subdivision is outside the City's future growth area.

Review Criteria: Community and Economic Development staff has reviewed the Extraterritorial Preliminary Plat in accordance with the City of Appleton Subdivision Ordinance, as well as Zoning

Ordinance requirements for single-family residential developments. The proposed lots range in size from 43,560 square feet to 65,995 square feet. Typical lot dimensions are 168 feet by 260 feet. The lot sizes and lot widths for the proposed lots in this Town of Grand Chute subdivision exceed minimum City of Appleton Zoning Ordinance requirements.

Additional Comments: Several issues do not impact the City, but may warrant consideration from the Town of Grand Chute and/or Outagamie County:

- It appears that some existing structures would be impacted by the proposed lot configuration. If these structures are to remain, this could create setback issues and/or result in buildings split between two proposed lots.

- It appears that proposed Outlot 1 is intended to be used for stormwater purposes. Consider including a note on the plat to identify ownership, use, and maintenance of the outlot.

- North end of subject area, road called Rose Meadow Ln, this dead-end should contain a turn-around feature for emergency vehicles that is shaped in accordance with State Fire Code, NFPA-1 because the dead-end roadway is greater than 150 feet. Examples are cul-de-sac, T-shape or other similar.

- Rose Meadow Lane and Cobble Creek Drive are extensions of existing roadways. The street name Pebble Creek Court does not meet the City's one-word street name standard and exceeds 10 characters in length.

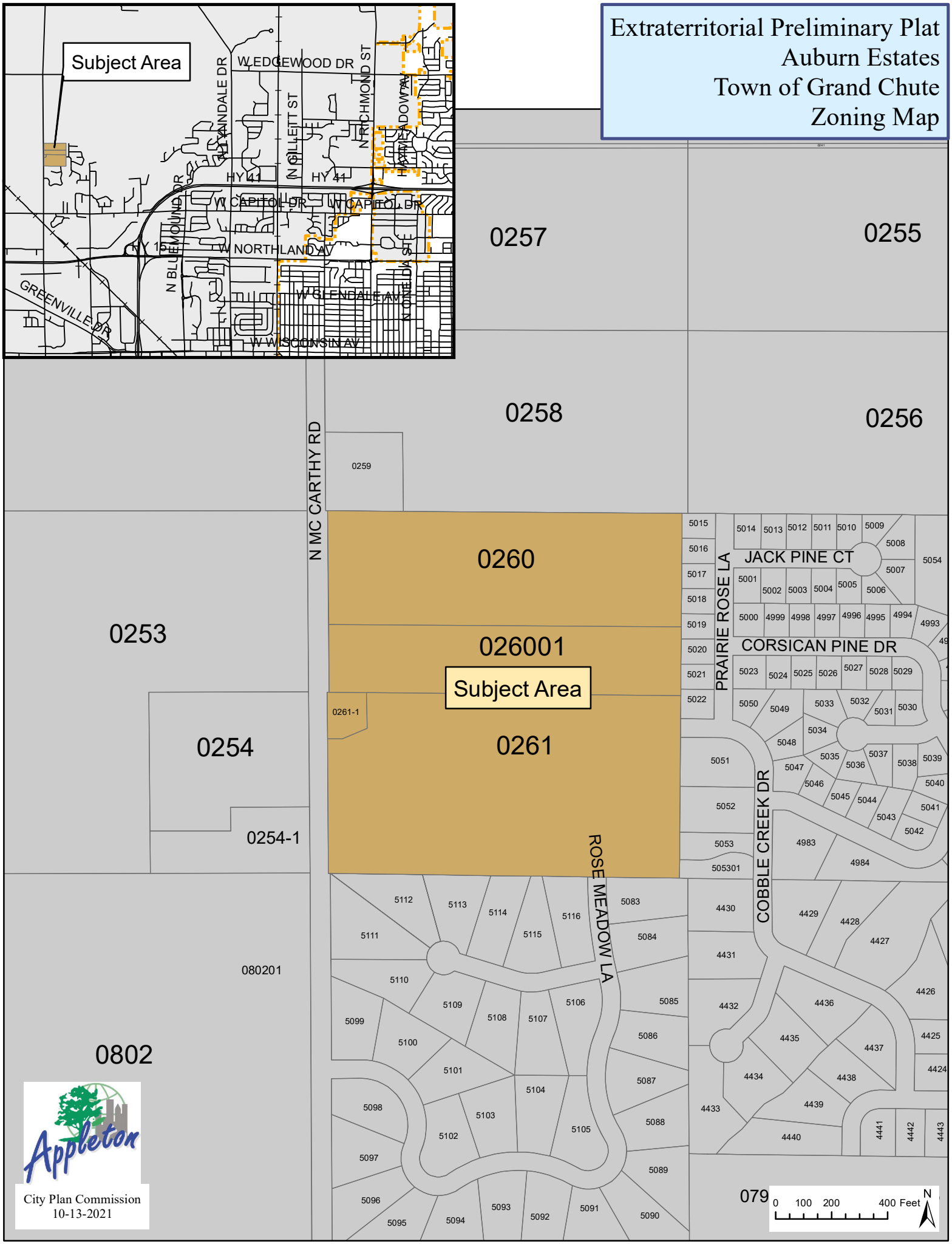
- There appears to be two errors in the Parcel Description. "… Southeast 1/4 of said Section 12 …" refers to the wrong section number. "… N. McCarthy Drive …" includes the wrong street suffix.

Technical Review Group (TRG) Report: This item appeared on the August 31, 2021 TRG agenda. Comments were received from participating departments and captured in the Additional Comments section found above.

RECOMMENDATION

Based on the above, staff recommends that the Extraterritorial Preliminary Plat – Auburn Estates located in the Town of Grand Chute, as shown on the attached maps, **BE APPROVED**.

Extraterritorial Preliminary Plat
Auburn Estates
Town of Grand Chute
Zoning Map



City Plan Commission
10-13-2021

Extraterritorial Preliminary Plat
Auburn Estates
Town of Grand Chute
Aerial Map
N MC CARTHY RD
Subject Area
RED BARN CT
ROSE MEADO
0
200
400
Feet
N
Appleton
City Plan Commission
10-13-2021

Preliminary Plat of

Auburn Estates

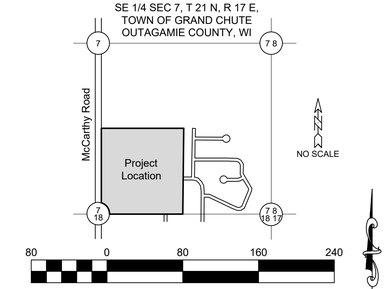
Lot 1 and Lot 2 of Certified Survey Map 5575 and Unplatted land all being part of the Southeast 1/4 of the Southeast 1/4 of Section 07, Township 21 North, Range 17 East, Town of Grand Chute, Outagamie County, Wisconsin

LEGEND

CATV	Underground Cable TV	Sanitary MH / Tank / Base	CATV Pedestal
FO	Underground Fiber Optic	Clean Out / Curb Stop / Pull Box	Gas Regulator
OH	Overhead Electric Lines	Storm Manhole	Flag Pole
San	Sanitary Sewer	Inlet	Benchmark
Sto	Storm Sewer	Catch Basin / Yard Drain	1 1/4" Rebar Found
E	Underground Electric	Water MH / Well	3/4" Rebar Found
G	Underground Gas Line	Hydrant	Government Corner
T	Underground Telephone	Utility Valve	Recorded As
W	Water Main	Utility Meter	
800	Index Contour	Utility Pole	
799	Intermediate Contour	Light Pole / Signal	
WL	Delineated Wetlands	Guy Wire	
	Asphalt Pavement	Electric Pedestal	
	Concrete Pavement	Electric Transformer	
	Gravel	Telephone Pedestal	
		Telephone Manhole	

LOCATION MAP

SE 1/4 SEC 7, T 21 N, R 17 E,
TOWN OF GRAND CHUTE
OUTAGAMIE COUNTY, WI



Bearings are referenced to the South line of the Southeast 1/4, Section 07, T21N, R17E, assumed to bear N89°10'47"W, base on the Outagamie County Coordinate System.

SUPPLEMENTARY DATA

Total Area = 1,658,997 SF 38.0853 acres
R/W Area = 238,172 SF 5.4676 acres
Net Area = 1,420,825 SF 32.6177 acres
Number of Lots = 29
Average lot size = 43,560 SF
Typical lot dimension = 168'x 260'
Lineal feet of street = 3,241 LF
Existing zoning = AGD - General Ag
Proposed zoning = RSF - Residential Single Family
Approving Authorities
Town of Grand Chute
City of Appleton (extraterritorial)
Outagamie County Zoning Committee
Objecting Authorities
Department of Administration

NOTES

1. Utility and Drainage Easements will be shown on Final Plat
2. All lots with in the plat fall within Airport Height Restriction Zone. Any buildings or equipment exceeding elevation of 1009 feet will require a permit from the Outagamie County Zoning Department.

Owner
PN 101026000
M&E Investments Fox Valley, LLC
107 Jean Street
Combined Locks, WI 54113

PN 101026001 & PN 101026100
Geraldine A Schroeder Irrevocable Trust
4105 N McCarthy Road
Appleton WI 54913

Developer
Cypress Homes, Inc
1230 W College Ave., Suite D
Appleton, WI 54914

Sanitary Structures

Structure	#	Rim	Inv	Size	Material	Direction
MH	1	819.30	806.24	8"	PVC	E
MH	2	818.63	811.60	8"	PVC	N
			805.51	8"	PVC	W
			805.31	8"	PVC	SE
MH	3	827.76	818.80	8"	PVC	N
			818.80	8"	PVC	S

BENCHMARKS (NAVD88)

BM 0 NGS PID DF6092
±900' S of Site, E R/W N. McCarthy Drive
Elev 819.20

BM 1 Fire Hydrant, Tag Bolt
Southwest Corner of Outlot 1
Elev 826.02

BM 2 Fire Hydrant, Tag Bolt
±125' E of Lot 14
Elev 820.46

BM 3 Fire Hydrant, Tag Bolt
SE Corner Lot 11
Elev 828.36

Parcel Description

Lot 1 and Lot 2 of Certified Survey Map 5575 and Unplatted land all being part of the Southeast 1/4 of the Southeast 1/4 of Section 07, Township 21 North, Range 17 East, Town of Grand Chute, Outagamie County, Wisconsin, containing 1,658,997Square Feet (38.0853 Acres) of land described as follows:

Beginning South 1/4 corner of Section 07; thence along the West line of the Southeast 1/4 of said Section 12, N00°26'49"W, 647.37 feet to the South line of Certified Survey map 5575; thence, along said South line, S89°23'45"E, 40.01 feet to the East right of way line of N. McCarthy Drive; thence, along said East right of way line, N00°26'49"W, 647.52 feet to the North line of the Southeast 1/4 of the Southeast 1/4; thence, along said North line, S89°36'43"E, 1266.52 feet to the West line of 1st Addition to Whispering Groves; thence, along said West line, S00°25'34"W, 1304.31 feet to the North line of Century Farms Estates; thence along said North line, N89°10'47"W, 1286.82 feet to the point of beginning, subject to all easements, and restrictions of record.

LINE TABLE		
Line	Bearing	Length
L1	S 89°23'45" E	40.01'

SURVEYOR'S CERTIFICATE

I, James R. Sehloff, hereby certify that this Preliminary Plat is a correct representation of all existing land divisions and features, and that I have complied with the preliminary plat requirements for the **Town of Grand Chute and Outagamie County**.

James R. Sehloff, P.L.S. No. S-2692 Date

File: 6691Plat.dwg
Date: 08/23/2021
Drafted By: Jim
Sheet: 1 of 1

DAVEL ENGINEERING & ENVIRONMENTAL, INC.
Civil Engineers and Land Surveyors
1164 Province Terrace, Menasha, WI 54952
Ph: 920-991-1866 Fax: 920-441-0804
www.davel.pro

8/23/2021 8:11 AM J:\Projects\6691cyp\dwg\Civil 3D\6691Plat.dwg Printed by: jim

Community and
Economic Development

REPORT TO CITY PLAN COMMISSION

Plan Commission Meeting Date: October 13, 2021

Common Council Meeting Date: October 20, 2021

Item: Final Plat – North Edgewood Estates 3

Case Manager: David Kress, Principal Planner

GENERAL INFORMATION

Owners/Applicants: North Edgewood Estates Development, LLC c/o Kurt Coenen

Address/Parcel #: Generally located east of French Road and north of Edgewood Drive (Tax Id #31-1-7610-00)

Petitioner's Request: The applicant is proposing to subdivide the property into 65 lots for single-family residential development.

BACKGROUND

On January 17, 2018, Common Council approved the North Edgewood Estates Development Agreement to set forth the City and developer duties and responsibilities with respect to development of the subject land. An amended development agreement was approved by Common Council on April 22, 2020. An amendment was also approved by Common Council on September 1, 2021.

On March 21, 2018, Common Council adopted Ordinance 32-18, to annex the subject area from the Town of Grand Chute to the City of Appleton. During review of the North Edgewood Estates Annexation, the Plan Commission initiated a rezoning for the subject property, from temporary AG Agricultural District and P-I Public Institutional District to a permanent zoning classification of R-1B Single-Family District. Rezoning #2-18 was approved by Common Council on April 18, 2018.

The Final Plat for North Edgewood Estates, consisting of 45 lots and two outlots, was approved by Common Council on September 19, 2018 for land located immediately west of the subject area (first phase of subdivision).

The North Edgewood Estates 2 Preliminary Plat, to subdivide all of parcel #31-1-7610-00, was approved by Common Council on April 22, 2020. This preliminary plat covers the subject area.

The Final Plat for North Edgewood Estates 2, consisting of 24 lots and three outlots, was approved by Common Council on June 17, 2020 for land located immediately south of the subject area (second phase of subdivision). Rezoning #3-20, to rezone the second phase area from R-1B Single-Family District to R-2 Two-Family District, was approved at the same Common Council meeting.

STAFF ANALYSIS

Existing Conditions: The subject property consists of vacant, undeveloped land. The area to be platted for single-family residential development totals 30.9957 acres, which will be divided into 65 lots.

Comparison between Final Plat and Preliminary Plat: The Preliminary Plat covered a larger area (47.4931 acres), whereas the Final Plat is for the remainder of Tax Id #31-1-7610-00 (30.9957 acres). However, the Final Plat is generally consistent with the Preliminary Plat layout in terms of the shape, size, and location of the lots. This is the third phase of lots for the broader subdivision development area.

Zoning Ordinance Review Criteria: The current lot development standards for the R-1B Single-Family District (Section 23-93 of the Municipal Code) are as follows.

- Minimum lot area: 6,000 square feet.
  - *The proposed lots range in size from 11,701 square feet to approximately 58,507 square feet. All lots exceed this requirement.*

- Minimum lot width: 50 feet.
  - *The proposed lots range in width from approximately 56 feet to approximately 163 feet. All lots exceed this requirement.*

- Minimum front, side, and rear yard setbacks: 20 feet front yard (25 feet on arterial street), 6 feet side yard, and 25 feet rear yard.
  - *Required front yard setback is shown on the Final Plat. Setbacks will be reviewed through the building permit review process.*

- Maximum building height: 35 feet.
  - *This will be reviewed through the building permit review process.*

- Maximum lot coverage: 50%.
  - *This will be reviewed through the building permit review process.*

Compliance with the Appleton Subdivision Regulations: This subdivision complies with the Appleton subdivision regulations, and no modification of regulations has been requested.

Access and Traffic: Vehicular access to the subject lots is provided by extensions of existing Yosemite Lane, Acadia Drive, and Sequoia Drive. In accordance with the development agreement, future access to Broadway Drive is also anticipated with a planned extension of Sequoia Drive north of the plat boundary. The street right-of-way for Yosemite Lane, Acadia Drive, Sequoia Drive, Teton Lane, and Zion Lane/Court will be dedicated to the public with the Final Plat. All streets are shown as 60-foot-wide right-of-way, except for Sequoia Drive, which is shown as 70-foot-wide right-of-way. The proposed street names were reviewed and approved with the Preliminary Plat, and the street names have not changed for the Final Plat.

Surrounding Zoning Classification and Land Uses:

North: AG Agricultural District and Town of Grand Chute. The adjacent land use to the north is currently agricultural.

South: R-2 Two-Family District. A previous phase of the subdivision, North Edgewood Estates 2, is located to the south and being developed with two-family residential.

East: Town of Vandenbroek. The adjacent land uses to the east are currently agricultural.

West: R-1B Single-Family District. A previous phase of the subdivision, North Edgewood Estates, is located to the west and being developed with single-family residential.

Appleton Comprehensive Plan 2010-2030: Community and Economic Development staff has reviewed this proposal and determined it is compatible with the One and Two-Family Residential designation shown on the City's *Comprehensive Plan 2010-2030* Future Land Use Map. Listed below are related excerpts from the City's *Comprehensive Plan 2010-2030*.

Goal 1 – Community Growth
Appleton will continue to provide opportunities for residential, commercial, and industrial growth, including appropriate redevelopment sites within the downtown and existing neighborhoods, and greenfield development sites at the City's edge.

Goal 3 – Housing Quality, Variety, and Affordability
Appleton will provide a variety of rental and ownership housing choices in a range of prices affordable to community residents, and ensure that existing housing is adequately maintained in terms of physical quality and market viability.

OBJECTIVE 5.3 Housing and Neighborhoods:
Provide a range of housing options that meet the needs and appeal to all segments of the community and allows residents to age in place.

> *Policy 5.3.3 Plan for a supply of developable land suitable for residential development.*

OBJECTIVE 10.1 Land Use:
Provide an adequate supply of suitable land meeting the demand for development of various land uses.

OBJECTIVE 10.4 Land Use:
Plan for compact, efficient, and fiscally responsible growth of residential, commercial, and industrial development in new neighborhoods in order to implement the principles of smart growth.

> *Policy 10.4.1 Continue to guide residential growth to locations either contiguous to or within presently urbanized areas. As peripheral development occurs, it should be at a compact, urban density to ensure new neighborhoods can be efficiently served by public infrastructure.*

Parks and Open Space: Section 17-29 of the Municipal Code requires parkland dedication or fee in lieu of dedication for residential subdivisions. Since no parkland will be dedicated on the subject property, park fees will be due prior to the City signing the Final Plat, which is consistent with the North Edgewood Estates Development Agreement. For lots zoned R-1B Single-Family District, park fees are $300 per lot.

Technical Review Group (TRG) Report: This item appeared on the September 21, 2021 TRG agenda. Comments were received from participating departments and captured in the stipulations found below.

RECOMMENDATION

The North Edgewood Estates 3 Final Plat, as shown on the attached maps, **BE APPROVED** subject to the following conditions:

1. The Final Plat shall be recorded within 12 months from the approval date of the last approving authority and within 36 months from the approval date of the first approving authority. Failure to do so requires the subdivider to recommence the entire procedure for Final Plat approval.

2. For lots zoned R-1B Single-Family District, park fees are $300 per lot. Park fees of $19,500 shall be paid to the City of Appleton Finance Department prior to City signatures being affixed to the Final Plat.

3. When CSM 7488 was recorded, the total land area for Lot 3 was listed as 2,069,133 square feet. Combined, the total land area for the North Edgewood Estates 2 and North Edgewood Estates 3 plats is 2,068,795 square feet. Provide an explanation for the difference.

4. Correct the spelling of "Yosemite" Lane on the Plat (not Yosmite) to match the previous phase of the subdivision.

5. There is a typo in the Treasurer's Certificate. It should read, "… on any of the land included in this plat."

6. There are several instances where the combined dimension listed does not match the interval dimensions:

   a. At the north end of Lots 80-82, the interval dimensions listed add up to 355.02'.

   b. At the north end of Lots 83-90, the interval dimensions listed add up to 1148'±.

   c. At the south end of Lots 117 and 124, the interval dimensions listed add up to 487.98'.

7. There are several errors in the Surveyor's Certificate:

   a. "… 107.65 feet to the East right of way line of Acadia Drive; thence, along said East right of way line …" refers to an area of land that is not yet dedicated as right-of-way.

   b. "… feet more or less for the centerline of said centerline of a tributary of Apple Creek …" includes duplication of words.

   c. "… N88°35'21"W, 63 feet more or less of said centerline …" is missing the word 'from.'

8. Revise 1 ¼" x 24" rebar to 1 ¼" x 30" rebar in the legend.

9. On sheet 3 of 3 remove the word Watermain from the Drainage Maintenance and Storm Sewer Easement Provisions, item #3 text.

10. Change S88°35'21"W 2690.22’ to S88°35'21"E 2690.22’ on sheet 1.

11. Curve 13 data is a duplicate of curve 15 data, when it should be the total of all the curve segments. Curve 48 data is a duplicate of curve 50 data, when it should be the total of all the curve segments. The curve data needs to be corrected.

12. Per Section 17-26(i)(1) of the Municipal Code, subdivided lots shall have at least 50% of the minimum required lot area, based upon the respective zoning district, at least two feet above the elevation of the 100-year reoccurrence interval flood. Identify which lots, if any, require earthwork or fill to satisfy this requirement.

13. As attested by Davel Engineering, there are no changes to the Final Plat or other proposed changes that require updates to the approved Stormwater Management Plan or Construction Drawings. Provide an updated Erosion Control plan for City review and approval.

14. On the Preliminary Plat, wetlands were shown on multiple lots in between Yosemite Lane and Acadia Drive. They are not shown on the Final Plat. What is the status of these wetlands? If wetland permitting is involved, please provide a copy of such permit(s).

15. The following streets within the Final Plat are to be classified as follows:

    a. Yosemite Lane: Local Street

    b. Acadia Drive: Local Street

    c. Sequoia Drive: Collector Street

    d. Teton Lane: Local Street

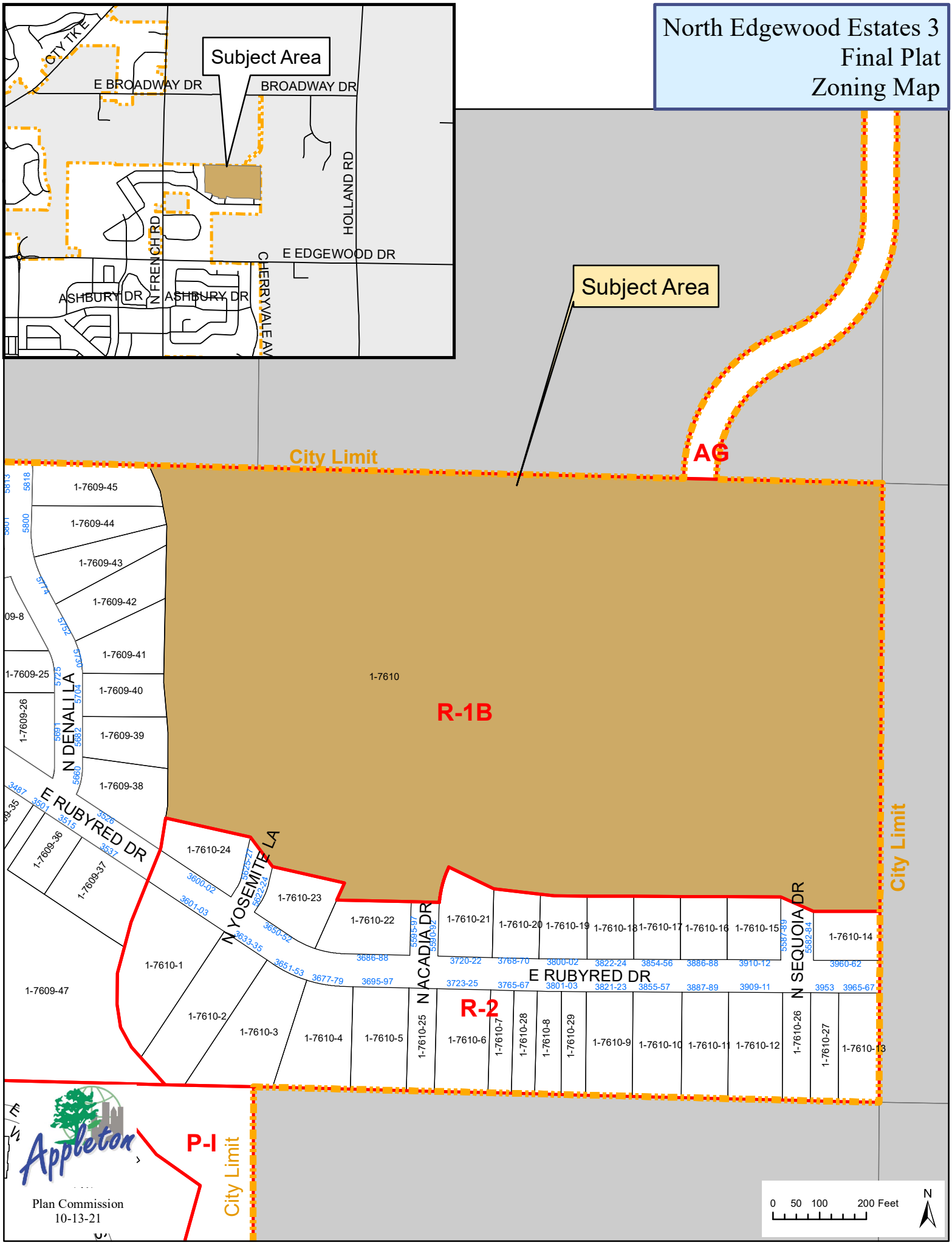
    e. Zion Lane: Local Street

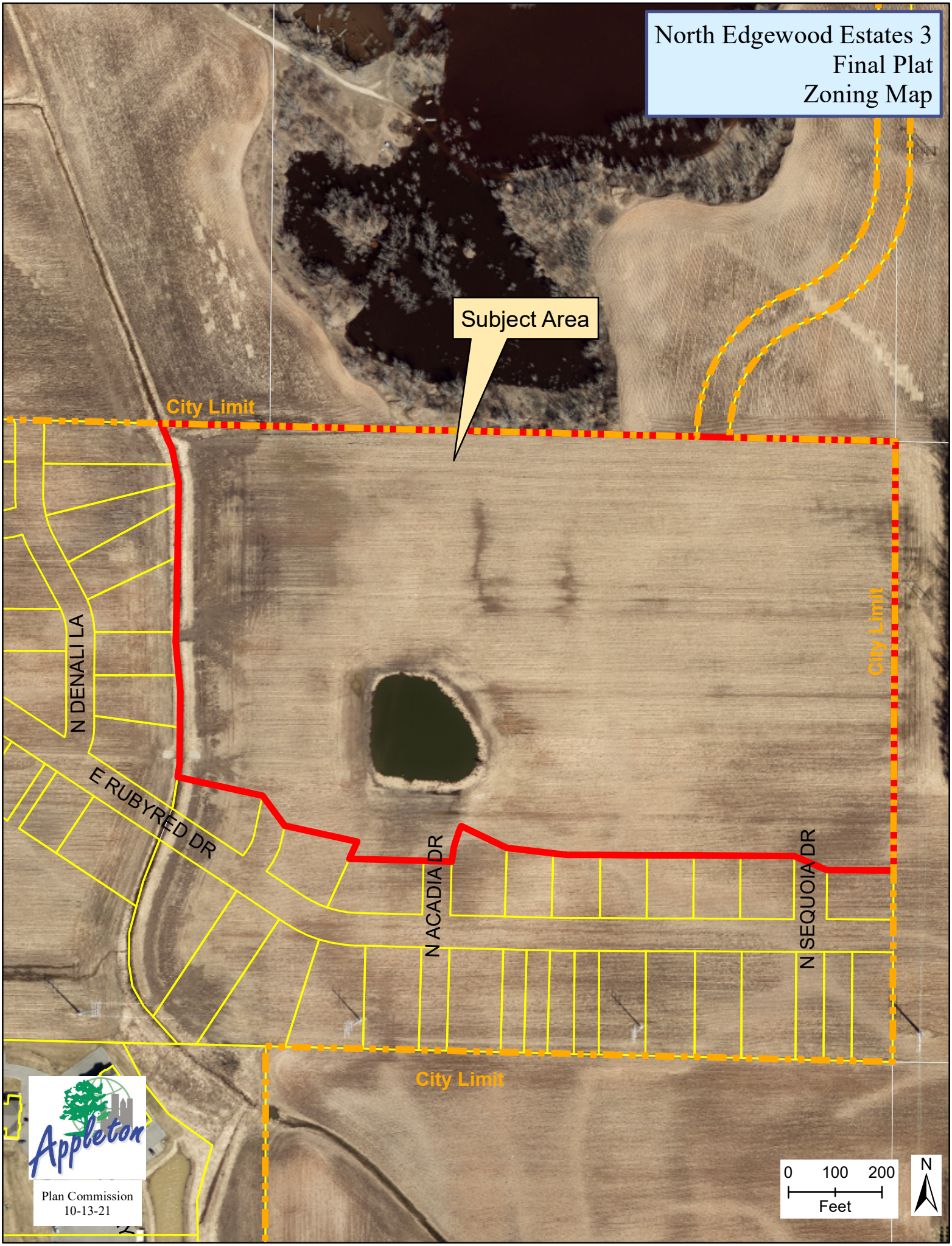
    f. Zion Court: Local Street

16. Development is subject to conditions of the Development Agreement between North Edgewood Estates Development, LLC and the City of Appleton that was originally approved by Common Council on January 17, 2018, with amendments approved by Common Council on April 22, 2020 and September 1, 2021.

17. All requirements from the City of Appleton Department of Public Works, Engineering Division shall be met to the satisfaction of the City Engineer prior to the City affixing signatures on the Final Plat.

North Edgewood Estates 3
Final Plat
Zoning Map




North Edgewood Estates 3
Final Plat
Zoning Map
Subject Area
City Limit
City Limit
City Limit
N DENALI LA
E RUBYRED DR
N ACADIA DR
N SEQUOIA DR
Appleton
Plan Commission
10-13-21
0
100
200
Feet
N

North Edgewood Estates 3

Part of Lot 3, Certified Survey Map 7488, being part of the Northwest 1/4 of the Southwest 1/4 and part of the Northeast 1/4 of the Southwest 1/4 all located in of Section 05, Township 21 North, Range 18 East, City of Appleton, Outagamie County, Wisconsin

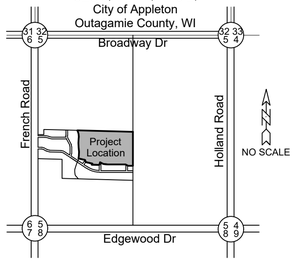
There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.

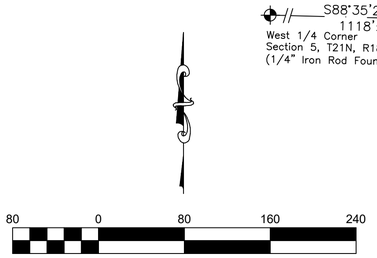
Certified _____, 20_____

Department of Administration

LOCATION MAP

SEC 5, T 21 N, R 18 E,
City of Appleton
Outagamie County, WI





Bearings are referenced to the North line of the Southwest 1/4, Section 05, T21N, R18E, bearing S88°35'21"E, base on the Outagamie County Coordinate System.

Notes:

1. All linear measurements have been made to the nearest one hundredth of a foot.
2. All bearings are computed and measured to the nearest second.
3. Lots 90-97 are subject to additional restrictions related to floodplain and wetlands. The wetland setback line as shown is the most restrictive setback. Impervious surfaces, including, but not limited to: buildings, patios, and sidewalks, are not allowed within the wetland protective setback area. Impervious surfaces may be allowed within the wetland protective setback area and outside the wetlands and floodway under the following conditions:
   a. Runoff from the impervious surface is made to drain away from the wetland so that it enters the City storm sewer.
   b. Written approval has been granted by Wisconsin Department of Natural Resources and submitted to City of Appleton Department of Public works for concurrence, to allow a lesser specified setback to the wetland, according to Maximum Extent Practicable (MEP) consideration.
4. All elevation shown on map are per City of Appleton Datum based on NGVD 88.
5. Any land below the ordinary high water mark of a lake or a navigable stream is subject to the public trust in navigable waters that is established under article IX, section 1, of the state constitution
6. Ordinary High Water Mark (OWHM) was determined at the time of the initial survey of the property by Steve Swanson of Outagamie County Development and Land Services Department.
7. The 20' Drainage and Maintenance Easement along the Navigable Stream is granted to the City of Appleton.
8. Maintenance of all Drainage Easements within the land division or serving this Subdivision are the sole responsibility of the lot owners for the purpose of conveying and managing stormwater through the plat.
9. Upon failure of the property owners to perform maintenance of the drainage ways, the City of Appleton retains the right to perform maintenance and/or repairs. The payment of the maintenance and repairs shall be assessed among the property owners of this subdivision in an equal amount or where the cause can be specifically identified then the payment shall be assessed to the specific property owner(s).

LINE TABLE		
Line	Bearing	Length
L1	S 66°31'11" E	76.16'
L2	N 24°18'25" E	40.14'
L3	S 36°28'44" E	79.51'
L4	S 88°34'11" E	108.72'
L5	S 88°34'11" E	168.72'
L6	N 01°25'49" E	37.57'
L7	N 60°57'54" W	64.39'
L8	S 60°57'54" E	64.39'
L9	N 18°15'30" E	54.92'

LEGEND

- △ 1.25" Rebar Found
- □ 1.3" O.D. Iron Pipe Found
- ● 1¼" x 24" Steel Rebar @ 4.30lbs/LF SET
- All other corners ¾" x 24" Steel Rebar @ 1.50lbs/LF SET
- SF Lot areas in square feet
- Floodway Limits
- Floodplain Limits

James R. Sehloff PLS 2692 Date

File: 5641Final3.dwg
Date: 09/09/2021
Drafted By: Jim
Sheet: 1 of 3

Revision Date: Sep 09, 2021

DAVEL ENGINEERING & ENVIRONMENTAL, INC.
Civil Engineers and Land Surveyors
1164 Province Terrace, Menasha, WI 54952
Ph: 920-991-1866 Fax: 920-441-0804
www.davel.pro

Sep 09,2021 - 2:52pm J:\Projects\5641nor\dwg\Civil 3D\5641Final3.dwg Printed by: Jim

North Edgewood Estates 3

Part of Lot 3, Certified Survey Map 7488, being part of the Northwest 1/4 of the Southwest 1/4 and part of the Northeast 1/4 of the Southwest 1/4 all located in of Section 05, Township 21 North, Range 18 East, City of Appleton, Outagamie County, Wisconsin

These exhibits are are a representation of current conditions and regulations, at the time of platting. Per the City's current interpretation of City of Appleton code17.12(b)(2) dimensioned location of these lines is required. Due to changing nature of environmental conditions and regulatory nature of wetlands, flood plain and ordinary high water mark these dimensions should only act as a guide and actual field conditions and/or legislative regulations are held over dimensions shown on this map.

80 0 80 160 240

Bearings are referenced to the North line of the Southwest 1/4, Section 05, T21N, R18E, bearing S88°35'21"E, base on the Outagamie County Coordinate System.

James R. Sehloff PLS 2692 Date

Shoreland Zoning Setback Exhibit:

Construction or placement of structures is prohibited within the shoreland setback area.

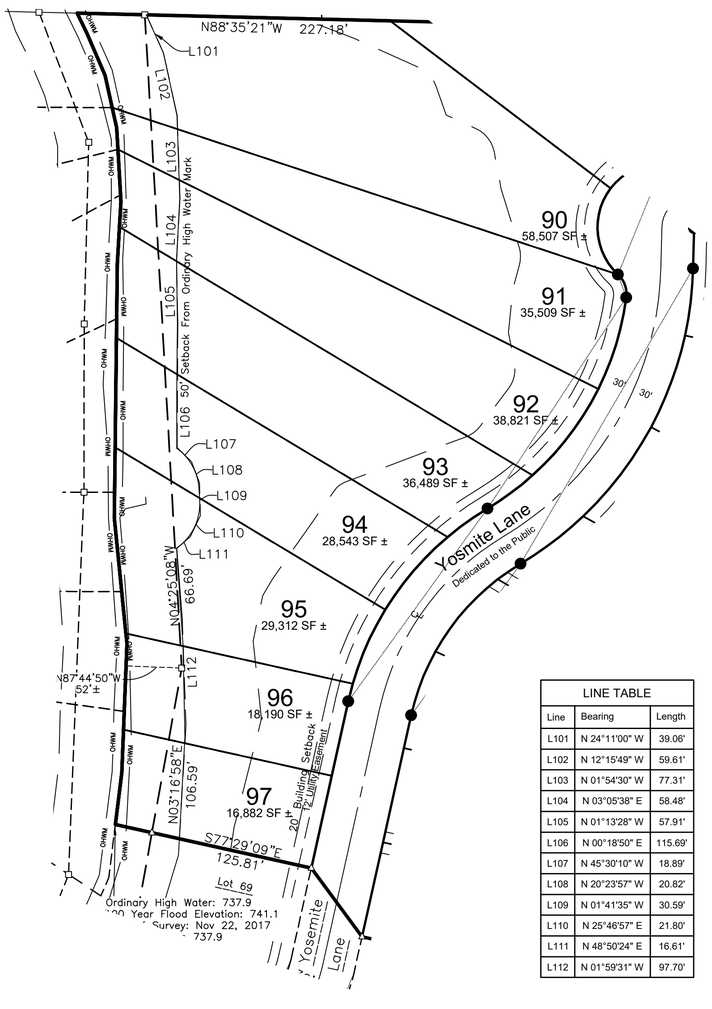
The following requirements apply as excerpted from Appleton Municipal Cod Sec. 23-754:

(a) There shall be established a shoreland setback area of at least fifty (50) feet from the ordinary high water mark.

(c) A person who owns shoreland property that contains vegetation, shall maintain that vegetation in a vegetative buffer zone along the entire shoreline of the property and extending thirty-five (35) inland from the ordinary high water mark of a navigable water.

(d) If the vegetation in a vegetative buffer zone contains invasive species or dead or diseased vegetation the owner of the shoreland property may remove the vegetation, except that if the owner removes all of the vegetation in the vegetative buffer zone, the owner shall establish a vegetative buffer zone with new vegetation.

(e) The person who is required to maintain or establish a vegetative buffer zone under paragraph (c) above, may remove all of the vegetation in a part of that zone in order to establish a viewing or access corridor that is no more than thirty (30) feet wide for every one hundred (100) feet of shoreland frontage and that extends no more than thirty-five (35)feet inland from the ordinary high water mark.



LINE TABLE		
Line	Bearing	Length
L101	N 24°11'00" W	39.06'
L102	N 12°15'49" W	59.61'
L103	N 01°54'30" W	77.31'
L104	N 03°05'38" E	58.48'
L105	N 01°13'28" W	57.91'
L106	N 00°18'50" E	115.69'
L107	N 45°30'10" W	18.89'
L108	N 20°23'57" W	20.82'
L109	N 01°41'35" W	30.59'
L110	N 25°46'57" E	21.80'
L111	N 48°50'24" E	16.61'
L112	N 01°59'31" W	97.70'

Wetland Protected Area Setback Exhibit:

Setback shown is per City of Appleton protective area in City of Appleton Code 20-312(f)

Wetland Protected Area Exhibit:

The following requirements apply as excerpted from City of Appleton Municipal Code 20-312(f):

(3) The following requirements shall be met:

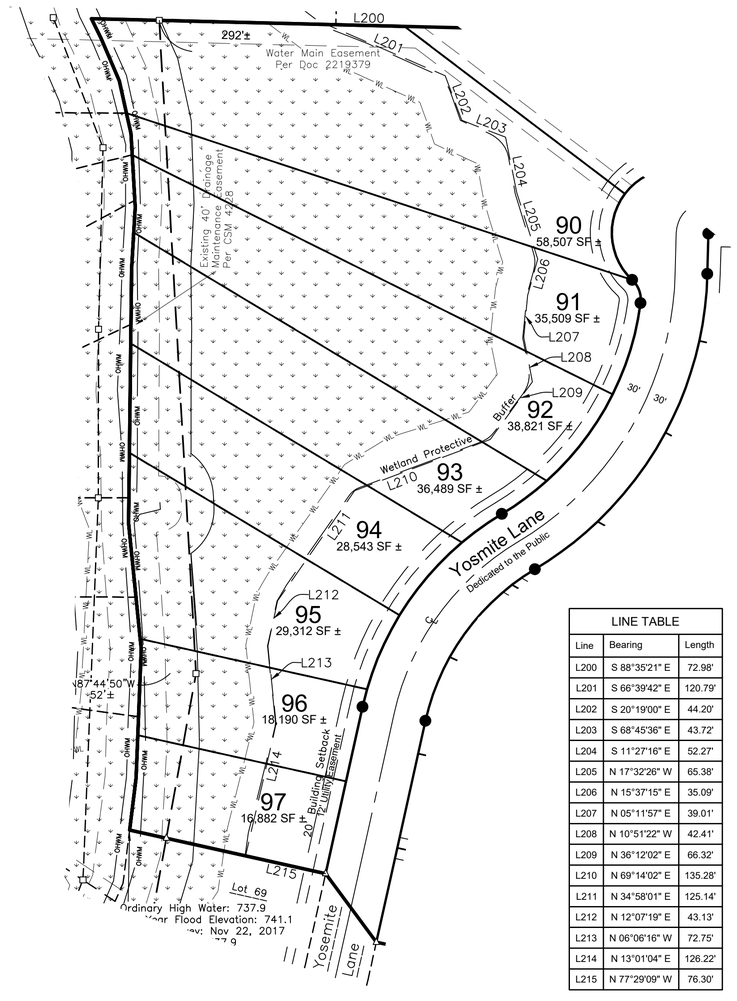
a. Impervious surfaces shall be kept out of the protective area entirely or [as may be approved by the City of Appleton] to the maximum extent practicable.

b. Where land disturbing construction activity occurs within a protective area, and where no impervious surface is present, adequate sod or self-sustaining native vegetative cover of seventy percent (70%) or greater shall be established and maintained. The self-sustaining vegetative cover shall be sufficient to provide for bank stability, maintenance of fish habitat and filtering of pollutants from upslope overland flow areas under sheet flow conditions. [Subject to the issuance of all applicable permit], nonvegetative materials, such as rock riprap, may be employed on the bank as necessary to prevent erosion, such as on steep slopes or where high velocity flows occur.

c. Best management practices such as filter strips, treatment swales, or wet detention basins, that are designed to control pollutants from nonpoint sources may be located in the protective area.

(5) Protective areas do not apply to:

d. Post-construction sites from which runoff does not enter the surface water, including wetlands, without first being treated by a [Stormwater Management Practice that has been approved by the City of Appleton], except to the extent that vegetative ground cover is necessary to maintain bank stability.

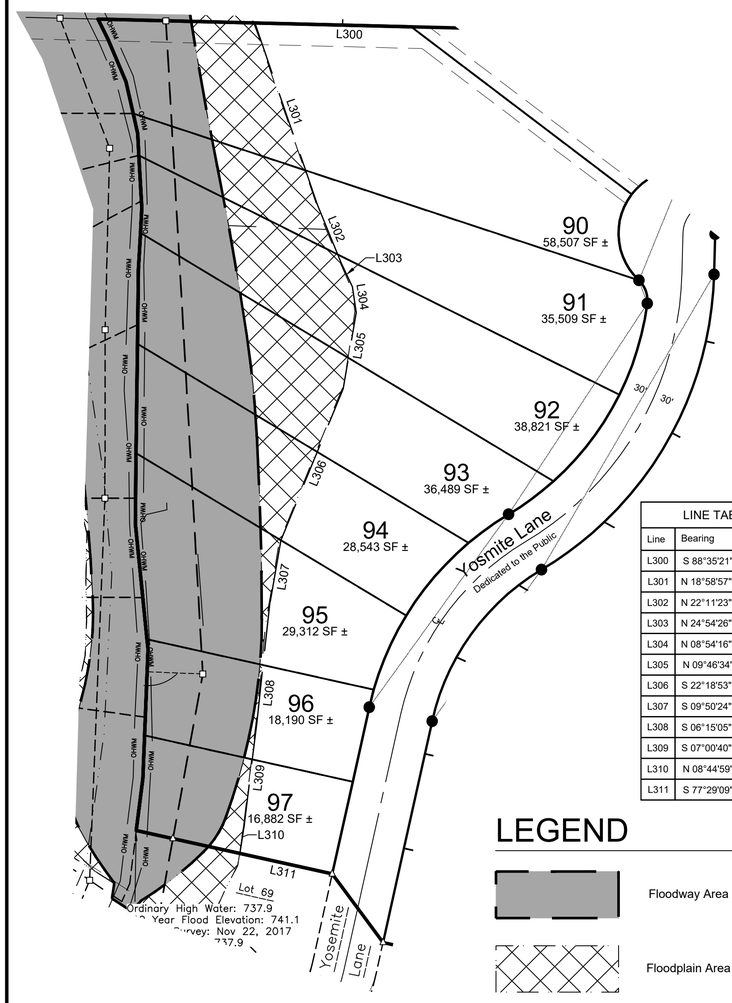


LINE TABLE		
Line	Bearing	Length
L200	S 88°35'21" E	72.98'
L201	S 66°39'42" E	120.79'
L202	S 20°19'00" E	44.20'
L203	S 68°45'36" E	43.72'
L204	S 11°27'16" E	52.27'
L205	N 17°32'26" W	65.38'
L206	N 15°37'15" E	35.09'
L207	N 05°11'57" E	39.01'
L208	N 10°51'22" W	42.41'
L209	N 36°12'02" E	66.32'
L210	N 69°14'02" E	135.28'
L211	N 34°58'01" E	125.14'
L212	N 12°07'19" E	43.13'
L213	N 06°06'16" W	72.75'
L214	N 13°01'04" E	126.22'
L215	N 77°29'09" W	76.30'

Flood Plain Area Exhibit:

Floodplain is shown per FEMA Conditional Letter of Map Revision (CLOMR) 19-05-0161R, dated May 23, 2019, and is subject to change based on the pending FEMA Letter of Map Revision (LOMR) after FEMA-approved proposed fill placement by developer is complete.

The floodplain is regulated by City of Appleton Municipal Code Chapter 23 Article X (Floodplain Zoning). A City of Appleton floodplain zoning official map revision is pending, dependent upon issuance of a FEMA LOMR. The following activities are prohibited within the floodplain unless a City of Appleton Floodplain Permit has been issued authorizing the activity: grading, placement of fill material, and/or the placement or construction of any structures that occupy volume above the existing ground surface.



LINE TABLE		
Line	Bearing	Length
L300	S 88°35'21" E	145.61'
L301	N 18°58'57" W	179.09'
L302	N 22°11'23" W	58.10'
L303	N 24°54'26" W	24.95'
L304	N 08°54'16" W	24.21'
L305	N 09°46'34" E	72.24'
L306	S 22°18'53" W	152.55'
L307	S 09°50'24" W	57.42'
L308	S 06°15'05" W	115.20'
L309	S 07°00'40" W	96.35'
L310	N 08°44'59" E	26.19'
L311	S 77°29'09" E	88.15'

LEGEND

Floodway Area

Floodplain Area

Meets & Bounds linework

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

Certified _____, 20_____

Department of Administration

File: 5641Final3.dwg
Date: 09/09/2021
Drafted By: Jim
Sheet: 2 of 3

Revision Date: Sep 09, 2021

DAVEL ENGINEERING & ENVIRONMENTAL, INC.
Civil Engineers and Land Surveyors
1164 Province Terrace, Menasha, WI 54952
Ph: 920-991-1866 Fax: 920-441-0804
www.davel.pro

Sep 09,2021-2:47pm J:\Projects\5641nor\dwg\Civil 3D\5641Final3.dwg Printed by: Jim

North Edgewood Estates 3

Part of Lot 3, Certified Survey Map 7488, being part of the Northwest 1/4 of the Southwest 1/4 and part of the Northeast 1/4 of the Southwest 1/4 all located in of Section 05, Township 21 North, Range 18 East, City of Appleton, Outagamie County, Wisconsin

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

Certified _____, 20_____

Department of Administration

Surveyor's Certificate

I, James R. Sehloff, Professional land surveyor, hereby certify: That in full compliance with the provisions of Chapter 236 of the Wisconsin Statutes and the subdivision regulations of the City of Appleton, and under the direction of North Edgewood Estates Development, LLC., owner of said land, I have surveyed divided and mapped North Edgewood Estates 3; that such plat correctly represents all exterior boundaries and the subdivision of the land surveyed; and that this land is part of Lot 3 of CSM 7488, being part of the Northwest 1/4 of the Southwest 1/4 and part of Northeast 1/4 of the Southwest 1/4, Section 5, Township 21 North, Range 18 East, City of Appleton, Outagamie County, Wisconsin, containing 1,350,180 Square Feet (30.9957 Acres) of land more or less, including all lands between the meander line and the centerline of a tributary of Apple Creek, described as follows:

Commencing at the South 1/4 Corner of Section 5; thence, along said East line of the Southwest 1/4, N00°16'55"E, 1735.73 feet to the Northeast Corner of North Edgewood Estates 2 said point being the point of beginning; thence, along the North line of said North Edgewood Estates 2, N89°43'05"W, 142.50 feet to the East right of way line of Sequoia Drive; thence, continuing along said North line, N66°31'11"W, 76.16 feet to the West right of way line of said Sequoia Drive; thence, continuing along said North line, N89°43'05"W, 485.00 feet; thence, continuing along said North line, N83°26'13"W, 131.00 feet; thence, continuing along said North line, N64°20'18"W, 107.65 feet to the East right of way line of Acadia Drive; thence, along said East right of way line, 78.70 feet along the arc of a curve to the left with a radius of 220.00 feet and a chord of 78.29 feet which bears S14°57'35"W; thence, continuing along said North line, N88°34'11"W, 219.39 feet; thence, continuing along said North line, N24°18'25"E, 40.14 feet; thence, continuing along said North line, N77°29'09"W, 158.42 feet to the East right of way of Yosemite Lane; thence, continuing along said North line, N36°28'44"W, 79.51 feet to the West right of way line of said Yosemite Lane; thence, continuing along said North line, N77°29'09"W, 152.01 feet to a meander point being S77°29'09"E, 35 feet more or less from the centerline of a tributary of Apple Creek; thence, along a meander line N10°15'42"E, 155.87 feet to a meander point being N87°44'50"W, 52 feet more or less for the centerline of said centerline of a tributary of Apple Creek; thence along said meander line, N03°13'51"W 609.53 feet to a meander point on the North line of the Southwest 1/4 being N88°35'21"W, 63 feet more or less of said centerline of a tributary of Apple Creek; thence, along said North line S88°35'21"E, 1509.39 feet to the Center of said Section 5; thence, along said East line of the Southwest 1/4, S00°16'55"W, 917.42 feet to the point of beginning, subject to all easements, and restrictions of record.

Given under my hand this _____ day of _____, 20_____.

_____
James R. Sehloff, Wisconsin Professional Land Surveyor No. S-2692

Utility Easement Provisions

An easement for electric, natural gas, and communications service is hereby granted by

North Edgewood Estates Development, LLC., Grantor, to:

Wisconsin Electric Power Company and Wisconsin Gas, LLC, Wisconsin corporations doing business as We Energies, Grantee, SBC, Grantee,
and
Time Warner Cable, Grantee

their respective successors and assigns, to construct, install, operate, repair, maintain and replace from time to time, facilities used in connection with overhead and underground transmission and distribution of electricity and electric energy, natural gas, telephone and cable TV facilities for such purposes as the same is now or may hereafter be used, all in, over, under, across, along and upon the property shown within those areas on the plat designated as "Utility Easement Areas" and the property designated on the plat for streets and alleys, whether public or private, together with the right to install service connections upon, across within and beneath the surface of each lot to serve improvements, theron, or on adjacent lots; also the right to trim or cut down trees, brush and roots as may be reasonably required incident to the rights herein given, and the right to enter upon the subdivided property for all such purposes. The Grantees agree to restore or cause to have restored, the property, as nearly as is reasonably possible, to the condition existing prior to such entry by the Grantees or their agents. This restoration, however, does not apply to the initial installation of said underground and/or above ground electric facilities, natural gas facilities, or telephone and cable TV facilities or to any trees, brush or roots which may be removed at any time pursuant to the rights herein granted. Structures shall not be placed over Grantees' facilities or in, upon or over the property within the lines marked "Utility Easement Areas" without the prior written consent of Grantees. After installation of any such facilities, the grade of the subdivided property shall not be altered by more than four inches without written consent of grantees.

The grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.

North Edgewood Estates Development, LLC.

_____ _____
Kurt Coenen, Managing Member Date

Treasurer's Certificate

We, being the duly elected, qualified and acting Treasurer's of the City of Appleton and Outagamie County, do hereby certify that in accordance with the records in our office, there are no unredeemed tax sales and unpaid taxes, or special assessments on and of the land included in this plat.

_____ _____
City Treasurer Date

_____ _____
County Treasurer Date

City of Appleton Approval

Resolved, that the plat of North Edgewood Estates 3, in the City of Appleton, Outagamie County, North Edgewood Estates Development, LLC., owners, is hereby approved by the Common Council of the City of Appleton.

_____ _____
Mayor Date

I hereby certify that the foregoing is a copy of a resolution adopted by the the Common Council of the City of Appleton.

_____ _____
Clerk Date

Owner's Certificate

North Edgewood Estates Development, LLC., a limited liability company duly organized and existing under and by virtue of the laws of the State of Wisconsin, as the property owner, does hereby certify that said limited liability company caused the land described on this plat to be surveyed, divided, mapped and dedicated as represented on this plat.

North Edgewood Estates Development, LLC., does further certify this plat is required by s.236.10 or s.236.12 to be submitted to the following for approval or objection:

City of Appleton
Department of Administration

Dated this _____ day of _____, 20_____.

In the presence of: North Edgewood Estates Development, LLC.

_____
Kurt Coenen

State of Wisconsin)

_____ _____County) ss

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

_____ My Commission Expires _____
Notary Public, Wisconsin

Drainage Maintenance and Storm Sewer Easement Provisions

An easement for Drainage and Storm Sewer is hereby granted by:

North Edgewood Estates Development, LLC., Grantor, to:

THE CITY OF APPLETON, Grantee,

1. Purpose: The purpose of this easement is for the Grantee to access, install, regrade, replace, relocate, operate, maintain, resize and repair storm sewer, and associated appurtenances. Grantee does hereby agree to compensate Grantor fully for any damage caused directly or indirectly from said maintenance, repair, replacement or relocation of said storm sewer, and associated appurtenances that occur outside of the easement area. Trees, bushes, branches and roots may be trimmed or removed so as not to interfere with grantee's use of the easement area.

2. Access: Grantee or its agents shall have the right to enter the grantor's land for the purpose of exercising its rights in the easement area.

3. Buildings or Other Structures: Buildings or any other type of structure shall not be placed over Grantees' facilities or in, upon or over the property within the lines marked "Drainage, Storm Sewer or Watermain Easement".

4. Elevation: The grantor agrees that the elevation of the existing ground surface within the easement area will not be altered without the written consent of grantee.

5. Restoration: Grantee agrees that it will restore subsurface materials on grantor's land, as nearly as is reasonably possible, to the prior existing condition when conducting all future maintenance, resizing or repair activities. Grantor shall be responsible for all surface restoration. Grantee shall not be required to restore or compensate for any improvements or improved surfaces such as, but not limited to, curb and gutter, hard pavements, sidewalks, structures, trees, shrubs and landscaping, disturbed as a result of the maintenance activities described herein.

6. Notification: Grantee agrees that it shall give timely notice to the Grantor of routine maintenance work. Grantee and Grantor agree to cooperate in good faith to minimize interference or disruption to the normal facility operations. Grantee shall provide advance notice to Grantor (except in emergency situations, in which event notice shall be provided as soon as is practical) of any activity with a reasonable likelihood of interfering or disrupting the operation Grantor's facility, and to conduct such activities at mutually agreeable times.

7. This grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.

North Edgewood Estates Development, LLC.

_____
Kurt Coenen, Managing Member

This Final Plat is contained wholly within the property described in the following recorded instruments:

The property owner of record:	Recording Information:	Parcel Number(s):
North Edgewood Estates Development, LLC.	Doc No. 2186456	part of 31-1-7610-00

CURVE TABLE

Curve	Radius	Chord Direction	Chord Length	Arc Length	Central Angle	Tangent Bearing-in	Tangent Bearing-out
C1	220.00'	N 14°57'35" E	78.29'	78.70'	20°29'50"	N 04°42'39" E	N 25°12'30" E
C2	220.00'	N 16°52'22" E	92.70'	93.40'	24°19'26"	N 04°42'39" E	N 29°02'06" E
C3	220.00'	N 27°07'18" E	14.69'	14.69'	3°49'36"	N 25°12'30" E	N 29°02'06" E
C4	285.00'	N 26°10'04" W	253.88'	263.13'	52°53'56"	N 00°16'55" E	N 52°37'02" W
C5	285.00'	N 06°41'21" W	69.18'	69.35'	13°56'31"	N 00°16'55" E	N 13°39'37" W
C6	285.00'	N 21°17'59" W	75.78'	76.00'	15°16'44"	N 13°39'37" W	N 28°56'20" W
C7	285.00'	N 36°34'42" W	75.78'	76.00'	15°16'44"	N 28°56'20" W	N 44°13'04" W
C8	285.00'	N 48°25'03" W	41.74'	41.78'	8°23'57"	N 44°13'04" W	N 52°37'02" W
C9	265.00'	N 25°35'36" W	240.81'	249.98'	54°02'51"	N 52°37'02" W	N 01°25'49" E
C10	265.00'	N 45°36'39" W	64.65'	64.81'	14°00'46"	N 52°37'02" W	N 38°36'16" W
C11	265.00'	N 20°58'25" W	160.53'	163.09'	35°15'42"	N 38°36'16" W	N 03°20'34" W
C12	265.00'	N 00°57'23" W	22.07'	22.08'	4°46'23"	N 03°20'34" W	N 01°25'49" E
C13	60.00'	S 73°34'02" W	68.30'	72.66'	69°22'56"	S 38°52'34" W	N 71°44'30" W
C14	60.00'	S 35°09'21" E	71.52'	76.63'	73°10'19"	S 71°44'30" E	S 01°25'49" W
C15	60.00'	N 73°34'02" E	68.30'	72.66'	69°22'56"	N 38°52'34" E	S 71°44'30" E
C16	60.00'	N 12°01'07" E	54.21'	56.25'	53°42'53"	N 14°50'19" W	N 38°52'34" E
C17	60.00'	N 41°41'46" W	54.21'	56.25'	53°42'53"	N 68°33'12" W	N 14°50'19" W
C18	60.00'	N 78°33'42" W	20.85'	20.96'	20°00'59"	N 88°34'12" W	N 68°33'12" W
C19	60.00'	N 22°12'33" E	112.19'	144.98'	138°26'32"	N 47°00'43" W	S 88°34'11" E
C20	60.00'	N 64°20'07" E	54.66'	56.75'	54°11'24"	N 37°14'25" E	S 88°34'11" E
C21	60.00'	N 04°53'09" W	80.49'	88.23'	84°15'07"	N 47°00'43" W	N 37°14'25" E
C22	25.00'	N 19°44'28" W	22.91'	23.80'	54°32'30"	N 07°31'47" E	N 47°00'43" W
C23	270.00'	N 33°20'17" E	235.10'	243.24'	51°37'01"	N 59°08'48" E	N 07°31'47" E
C24	270.00'	N 17°00'37" E	88.95'	89.35'	18°57'40"	N 26°29'27" E	N 07°31'47" E
C25	270.00'	N 37°17'30" E	101.19'	101.80'	21°36'06"	N 48°05'33" E	N 26°29'27" E
C26	270.00'	N 53°37'11" E	52.01'	52.09'	11°03'15"	N 59°08'48" E	N 48°05'33" E
C27	280.00'	N 35°49'49" E	221.65'	227.89'	46°37'57"	N 12°30'51" E	N 59°08'48" E
C28	280.00'	N 54°27'35" E	45.76'	45.81'	9°22'25"	N 49°46'23" E	N 59°08'48" E
C29	280.00'	N 40°36'11" E	89.24'	89.63'	18°20'24"	N 31°25'59" E	N 49°46'23" E
C30	280.00'	N 23°42'21" E	75.30'	75.52'	15°27'16"	N 15°58'43" E	N 31°25'59" E
C31	280.00'	N 14°14'47" E	16.93'	16.93'	3°27'52"	N 12°30'51" E	N 15°58'43" E
C32	220.00'	N 35°49'49" E	174.15'	179.06'	46°37'57"	N 12°30'51" E	N 59°08'48" E
C33	220.00'	N 20°49'37" E	63.61'	63.84'	16°37'33"	N 12°30'51" E	N 29°08'24" E
C34	220.00'	N 40°47'29" E	88.86'	89.48'	23°18'11"	N 29°08'24" E	N 52°26'35" E
C35	220.00'	N 55°47'41" E	25.73'	25.74'	6°42'13"	N 52°26'35" E	N 59°08'48" E
C36	330.00'	N 30°17'18" E	318.54'	332.42'	57°42'59"	N 59°08'48" E	N 01°25'49" E
C37	330.00'	N 52°46'35" E	73.23'	73.38'	12°44'25"	N 59°08'48" E	N 46°24'23" E
C38	330.00'	N 37°18'30" E	104.36'	104.80'	18°11'47"	N 46°24'23" E	N 28°12'36" E
C39	330.00'	N 20°16'57" E	91.03'	91.32'	15°51'19"	N 28°12'36" E	N 12°21'17" E
C40	330.00'	N 06°53'33" E	62.83'	62.92'	10°55'29"	N 12°21'17" E	N 01°25'49" E
C41	220.00'	N 08°41'50" E	55.66'	55.81'	14°32'01"	N 15°57'50" E	N 01°25'49" E
C42	595.00'	S 22°29'58" W	135.44'	135.74'	13°04'15"	S 15°57'50" W	S 29°02'06" W
C43	595.00'	S 17°32'37" W	32.81'	32.81'	3°09'34"	S 15°57'50" W	S 19°07'25" W
C44	595.00'	S 24°04'45" W	102.80'	102.93'	9°54'41"	S 19°07'25" W	S 29°02'06" W
C45	280.00'	N 16°31'16" E	121.34'	122.31'	25°01'39"	N 04°00'27" E	N 29°02'06" E
C46	280.00'	S 24°47'05" W	41.50'	41.54'	8°30'01"	S 20°32'04" W	S 29°02'06" W
C47	280.00'	N 12°16'15" E	80.49'	80.77'	16°31'38"	N 04°00'27" E	N 20°32'04" E
C48	655.00'	N 20°25'37" E	95.86'	95.95'	8°23'36"	N 24°37'24" E	N 16°13'49" E
C49	655.00'	N 26°49'45" E	50.42'	50.43'	4°24'41"	N 29°02'06" E	N 24°37'24" E
C50	655.00'	N 20°25'37" E	95.86'	95.95'	8°23'36"	N 24°37'24" E	N 16°13'49" E
C51	655.00'	N 16°05'50" E	3.04'	3.04'	0°15'59"	N 16°13'49" E	N 15°57'50" E
C52	280.00'	N 08°41'50" E	70.84'	71.03'	14°32'01"	N 15°57'50" E	N 01°25'49" E
C53	335.00'	N 25°35'36" W	304.42'	316.01'	54°02'51"	N 52°37'02" W	N 01°25'49" E
C54	335.00'	N 00°32'33" E	10.38'	10.38'	1°46'31"	N 00°20'42" W	N 01°25'49" E
C55	335.00'	N 08°08'59" W	90.98'	91.27'	15°36'34"	N 15°57'16" W	N 00°20'42" W
C56	335.00'	N 24°27'36" W	99.10'	99.46'	17°00'40"	N 32°57'56" W	N 15°57'16" W
C57	335.00'	N 42°47'29" W	114.34'	114.90'	19°39'06"	N 52°37'02" W	N 32°57'56" W
C58	215.00'	N 30°10'41" W	164.13'	168.40'	44°52'41"	N 07°44'21" W	N 52°37'02" W
C59	215.00'	N 51°13'48" W	10.41'	10.41'	2°46'27"	N 49°50'34" W	N 52°37'02" W
C60	215.00'	N 28°47'28" W	154.46'	157.99'	42°06'14"	N 07°44'21" W	N 49°50'34" W
C61	70.00'	S 75°20'30" E	34.76'	35.13'	28°45'11"	S 60°57'54" E	S 89°43'05" E
C62	130.00'	S 75°20'30" E	64.56'	65.24'	28°45'17"	S 60°57'51" E	S 89°43'05" E
C63	130.00'	S 68°53'11" E	35.83'	35.95'	15°50'33"	S 60°57'54" E	S 76°48'27" E
C64	130.00'	S 83°15'46" E	29.23'	29.29'	12°54'38"	S 76°48'27" E	S 89°43'05" E

File: 5641Final3.dwg
Date: 09/09/2021
Drafted By: Jim
Sheet: 3 of 3

Revision Date: Sep 09, 2021

DAVEL ENGINEERING & ENVIRONMENTAL, INC.
Civil Engineers and Land Surveyors
1164 Province Terrace, Menasha, WI 54952
Ph: 920-991-1866 Fax: 920-441-0804
www.davel.pro

Sep 09,2021-2:47pm J:\Projects\5641nor\dwg\Civil 3D\5641Final3.dwg Printed by: Jim

"…meeting community needs…enhancing quality of life."

PARKS, RECREATION & FACILITIES MANAGEMENT

Dean R. Gazza, Director

1819 East Witzke Boulevard
Appleton, Wisconsin 54911-8401
(920) 832-5572 FAX (920) 993-3103
Email - dean.gazza@appleton.org

TO: Finance Committee

FROM: Dean R. Gazza

DATE: 10/11/2021

RE: Action: Award the City of Appleton "Green Ramp Light Fixture Replacement" purchase order to Crescent Electric Supply, Co. in the amount of $160,093.05

The 2021 Capital Improvement Plan includes $185,000 to replace the lighting fixtures at the Green Ramp. Of that amount, $14,900 has been utilized for professional services, leaving a balance of $170,100 for construction. This request includes ordering replacement light fixtures for all lights in the parking ramp. The existing lighting is inefficient, at the end of its useful life, and is in need of replacement. PRFMD solicited quotes from four lighting distributors to direct purchase the fixtures only. The installation of the purchased fixtures will be part of another contract.

The quotes were received as follows:

Crescent Electric Supply Co. (low)	$160,093.05
CED	$164,519.83
Viking Electric	$169,951.94

The Parks, Recreation, and Facilities Management Department has reviewed the bids and recommends awarding a purchase order to Crescent Electric Supply Co. in the amount of $160,093.05.

Please contact me at 832-5572 or at dean.gazza@appleton.org with any questions.

"...meeting community needs...enhancing quality of life."

Department of Utilities
Wastewater Treatment Plant
2006 E Newberry Street
Appleton, WI 54915-3128
920-832-5945 tel.
920-832-5949 fax

To: Chairperson William Siebers and Finance Committee

From: Utilities Director Chris Shaw

Date: September 30, 2021

Re: ***Approval of a construction contract for the DAF Conversion to Receiving Tank Project to Staab Construction Corporation in the amount of 247,000 with a contingency of $24,700 for a total not to exceed cost of $271,700***

Background:

The Hauled Waste Program accepts food, dairy, and landfill leachate from outside the City's sewer service area. The program has been a robust source of revenue that has offset treatment plant expenses. The Hauled Waste Program currently uses two out of service Dissolved Air Floatation (DAF) tanks to hold waste prior to treatment.

Staff are recommending program improvements to treatment and tanker off-loading. Tanker trucks have been limited by full hauled waste tanks during the day. Treatment is also affected by pumping the tanks at a high rate during the day and not at all at night. This allows for gas production to be unbalanced over a daily cycle. Increasing the capacity of the tanks would allow for trucks to offload without incident while balancing the appropriate amount of waste to treatment.

To accomplish these objectives, #2 Dissolved Air Floatation (DAF) Tank has been identified as an additional hauled waste receiving tank. The tank will provide an additional 35,000 gallons or a 50% increase in receiving station capacity. The DAF will also be able to revert to a DAF should the need arise. As a receiving station tank, a protective coating on all carbon steel components is required.

Bidding Process:

McMahon prepared bidding plans and specifications documents for the tank conversion and coatings system. Three bids were received on September 28th that met qualifications as defined in the project bidding documents. Staab Construction Corporation had the lowest cost bid at $247,000. The complete results are summarized below.

Contractor	Bid Security/Addenda	Quote
Staab Construction Corporation	Yes/Yes	$247,000
TMI Coatings, Inc.	Yes/Yes	$346,000
The OSSEO Construction Company	Yes/Yes	$658,000

Recommendation:

I recommend approval of a constructon contract for the DAF Conversion to Receiving Tank to Staab Construction Corporation in the amount of $247,000 plus a contingency of $24,700 for a total not to exceed cost of $271,700.

If you have any questions, regarding the project please contact Chris Shaw at 832-2362.

"…meeting community needs…enhancing quality of life."

PARKS, RECREATION & FACILITIES MANAGEMENT

Dean R. Gazza, Director

1819 East Witzke Boulevard
Appleton, Wisconsin 54911-8401
(920) 832-5572 FAX (920) 993-3103
Email - dean.gazza@appleton.org

TO: Finance Committee

FROM: Dean R. Gazza

DATE: 10/11/2021

RE: Action: Award the City of Appleton's "2021 Police Station Security Fence Project" contract to IEI General Contractors, Inc. in the amount of $169,000 with a contingency of 12% for a project total not to exceed $189,280.

Action: Approve balance transfer of $68,280 from the roof replacement capital improvement plan to "2021 Police Department Security Fence Project."

The 2021 Capital Improvement Plan includes $130,000 to install a perimeter security fence around the south lot of the Police Station. Of that, $9,000 has been utilized for design leaving a balance of $121,000 for construction.

The south lot at the Police Department is currently not fenced. This project will include a six foot tall fence, a powered vehicle gate including call box, card reader and camera, and two pedestrian gates. The purpose of this project is to enhance security.

Bids for this project came in higher than expected due to manufacturing and tech equipment shortages, causing the need for the requested budget transfer. The bids were received as follows:

IEI General Contractors, Inc. (low bid)	$169,000
Elmstar Electric Corp.	$182,349

Our Design Consultant has written the City of Appleton a formal letter of recommendation to award the contract to IEI General Contractors, Inc. The Parks, Recreation, and Facilities Management Department has also reviewed the bids and is in agreement with this recommendation. Therefore, we recommend awarding the contract to IEI Construction Contractors, Inc. in the amount of $169,000 plus a contingency of 12% only to be utilized as needed.

Please contact me at 832-5572 or at dean.gazza@appleton.org with any questions.

C I T Y O F A P P L E T O N
Department of Public Works
MEMORANDUM

TO: ☒ **Finance Committee**
☐ **Municipal Services Committee**
☐ **Utilities Committee**

SUBJECT: Award of Contract

The Department of Public Works recommends that the following described work:

Unit U-21 Apple Creek Ct. & Plamann Park S&W

Be awarded to:

Name: Superior Sewer & Water Construction, Inc.

Address: 1801 Deer Trail Ct.
Luxemburg, WI 54217

In the amount of : $3,899,180.80

With a **2.5** **% contingency of :** $100,000.00

For a project total not to exceed : **$3,999,180.80**

**** OR ****

In an amount Not To Exceed : _____

Budget: $2,187,086.00 (City Portion)

Estimate: $2,928,819.50

Committee Date: 10/11/21

Council Date: 10/20/21

Bid Tabulation
U-21 Plamann Park Sewer and Water
8/23/2021

BASE Bid Item	Item Description	Unit	Qty.	Superior Sewer and Water		PTS Contractors, Inc	
				Unit Price	Total	Unit Price	Total
1	F&I 30" Concrete Casing (Trenchless)	lin. ft.	40	$1,170.00	$46,800.00	$1,250.00	$50,000.00
2	F&I 27" Casing (Trenchless)	lin. ft.	20	$2,599.50	$51,990.00	$2,000.00	$40,000.00
3	F&I 20" Casing (Trenchless)	lin. ft.	20	$1,078.00	$21,560.00	$1,700.00	$34,000.00
4	F&I 18" Sanitary Sewer	lin. ft.	4,455	$252.00	$1,122,660.00	$260.00	$1,158,300.00
5	F&I 15" Sanitary Sewer	lin. ft.	2,430	$148.00	$359,640.00	$198.00	$481,140.00
6	F&I 12" Sanitary Sewer	lin. ft.	390	$177.00	$69,030.00	$178.00	$69,420.00
7	F&I 8" Sanitary Sewer	lin. ft.	3,340	$150.00	$501,000.00	$105.00	$350,700.00
8	F&I 8" Sanitary Sewer-Directional Drilled	lin. ft.	215	$68.45	$14,716.75	$91.00	$19,565.00
9	F&I 4" Sanitary Sewer Lateral-Directional Drilled	lin. ft.	330	$38.72	$12,777.60	$46.00	$15,180.00
10	F&I Sanitary MH	vert. ft.	610	$286.10	$174,521.00	$425.00	$259,250.00
11	F&I Sanitary MH Casting	ea.	38	$822.00	$31,236.00	$1,180.00	$44,840.00
12	F&I 4"/6" Sanitary Lateral	lin. ft.	755	$65.00	$49,075.00	$68.00	$51,340.00
13	F&I 4"/6" Sanitary Lateral Riser	vert. ft.	30	$75.00	$2,250.00	$78.00	$2,340.00
14	Sanitary Lateral Connection	ea.	2	$271.00	$542.00	$640.00	$1,280.00
15	F&I Sanitary Cleanout	ea.	6	$381.00	$2,286.00	$460.00	$2,760.00
16	F&I Anti-Seep Collar	ea.	5	$645.00	$3,225.00	$400.00	$2,000.00
17	F&I 18" Storm C.M.P. w/endwalls	ea.	1	$1,540.00	$1,540.00	$5,150.00	$5,150.00
18	F&I 16" Water Main	lin. ft.	10	$1,514.00	$15,140.00	$2,260.00	$22,600.00
19	F&I 12" Water Main	lin. ft.	1,460	$98.00	$143,080.00	$105.00	$153,300.00
20	F&I 8" Water Main	lin. ft.	4,740	$77.00	$364,980.00	$87.00	$412,380.00
21	F&I 6" Hydrant Lead	lin. ft.	600	$40.00	$24,000.00	$93.00	$55,800.00
22	F&I Hydrant	ea.	15	$4,539.00	$68,085.00	$4,450.00	$66,750.00
23	F&I 16" Gate Valve w/Box	ea.	1	$10,369.00	$10,369.00	$11,000.00	$11,000.00
24	F&I 12" Gate Valve w/Box	ea.	5	$3,501.00	$17,505.00	$3,610.00	$18,050.00
25	F&I 8" Gate Valve w/Box	ea.	18	$2,216.00	$39,888.00	$2,015.00	$36,270.00
26	F&I 6" Gate Valve w/Box	ea.	15	$1,583.00	$23,745.00	$1,460.00	$21,900.00
27	F&I 12" dia. Bend	ea.	1	$945.00	$945.00	$870.00	$870.00
28	F&I 8" dia. Bend	ea.	24	$526.00	$12,624.00	$470.00	$11,280.00
29	F&I 6" dia. Bend	ea.	4	$446.00	$1,784.00	$380.00	$1,520.00
30	F&I 1" Service	lin. ft.	190	$26.00	$4,940.00	$70.00	$13,300.00
31	F&I Service Connection	ea.	4	$225.00	$900.00	$600.00	$2,400.00
32	F&I Curb Box (Complete)	ea.	3	$257.00	$771.00	$680.00	$2,040.00
33	F&I Temporary access Road	ea.	1	$12,770.00	$12,770.00	$19,750.00	$19,750.00
34	F&I 3" Asphalt	sq.yd.	3,670	$21.76	$79,859.20	$25.00	$91,750.00
35	Remove Asphalt	sq.yd.	3,670	$1.44	$5,284.80	$3.50	$12,845.00
36	R&R 4 1/2" Asphalt	sq.yd.	695	$21.76	$15,123.20	$36.00	$25,020.00
37	F&M Erosion Control Mat Class II Type C Organic	sq.yd.	5,290	$5.00	$26,450.00	$6.00	$31,740.00
38	F&M Erosion Control Mat Class I Type B Urban	sq.yd.	22,045	$2.00	$44,090.00	$3.90	$85,975.50
39	F&M Silt Fence	lin. ft.	14,160	$2.00	$28,320.00	$2.60	$36,816.00
40	F&M 12" Curlex Sediment Log/Ditch Check	lin. ft.	660	$4.00	$2,640.00	$9.00	$5,940.00
41	F&M 20" Curlex Sediment Log/Ditch Check	lin. ft.	425	$5.25	$2,231.25	$16.00	$6,800.00
42	Tree Removal	inch dia.	405	$31.00	$12,555.00	$43.00	$17,415.00
43	Mackville Disposal Site	lump sum	1	$9,540.00	$9,540.00	$62,943.50	$62,943.50
44	F&R Trackout Control Device	ea.	13	$1,863.00	$24,219.00	$1,650.00	$21,450.00
45	F&M Message Board	day	40	$300.70	$12,028.00	$7.00	$280.00
46	F&M Tempory Traffic Control	lump sum	1	$25,700.00	$25,700.00	$19,000.00	$19,000.00
BASE BID TOTAL					**$3,494,415.80**		**$3,854,450.00**

ALTERNATE Bid Item	Item Description	Unit	Qty.	Superior Sewer and Water		PTS Contractors, Inc	
				Unit Price	Total	Unit Price	Total
47	F&I 8" Sanitary Sewer	lin. ft.	680	$150.00	$102,000.00	$67.00	$45,560.00
48	F&I Sanitary MH	vert. ft.	31	$306.00	$9,486.00	$300.00	$9,300.00
49	F&I Sanitary MH Casting	ea.	3	$837.00	$2,511.00	$1,180.00	$3,540.00
50	F&I 4"/6" Sanitary Lateral	lin. ft.	395	$65.00	$25,675.00	$42.00	$16,590.00
51	F&I 4"/6" Sanitary Lateral Riser	vert. ft.	10	$75.00	$750.00	$94.00	$940.00
52	Sanitary Lateral Connection	ea.	1	$271.00	$271.00	$610.00	$610.00
53	F&I Sanitary Cleanout	ea.	4	$381.00	$1,524.00	$392.00	$1,568.00
54	F&I 8" Water Main	lin. ft.	2,500	$77.00	$192,500.00	$69.00	$172,500.00
55	F&I 6" Hydrant Lead	lin. ft.	50	$40.00	$2,000.00	$101.00	$5,050.00
56	F&I Hydrant	ea.	5	$4,539.00	$22,695.00	$4,450.00	$22,250.00
57	F&I 8" Gate Valve w/Box	ea.	6	$2,216.00	$13,296.00	$2,015.00	$12,090.00
58	F&I 6" Gate Valve w/Box	ea.	5	$1,583.00	$7,915.00	$1,460.00	$7,300.00
59	F&I 8" dia. Bend	ea.	12	$526.00	$6,312.00	$500.00	$6,000.00
60	F&I 1" Service	lin. ft.	65	$26.00	$1,690.00	$38.00	$2,470.00
61	F&I Service Connection	ea.	2	$225.00	$450.00	$625.00	$1,250.00
62	F&I Curb Box (Complete)	ea.	3	$257.00	$771.00	$430.00	$1,290.00
63	F&M Erosion Control Mat Class I Type B Urban	sq.yd.	3,240	$2.00	$6,480.00	$3.90	$12,636.00
64	F&M Silt Fence	lin. ft.	1,325	$2.00	$2,650.00	$2.60	$3,445.00
65	F&M 12" Curlex Sediment Log/Ditch Check	lin. ft.	50	$4.00	$200.00	$9.00	$450.00
66	F&R Trackout Control Device	ea.	3	$1,863.00	$5,589.00	$1,650.00	$4,950.00
ALTERNATE BID TOTAL					**$404,765.00**		**$329,789.00**
TOTAL BID (BASE + ALTERNATE)					**$3,899,180.80**		**$4,184,239.00**

Bid Tabulation
U-21 Plamann Park Sewer and Water
8/23/2021

BASE Bid Item	Item Description	Unit	Qty.	Dorner Inc.		Kruczek Construction Inc.	
				Unit Price	Total	Unit Price	Total
1	F&I 30" Concrete Casing (Trenchless)	lin. ft.	40	$800.00	$32,000.00	$1,200.00	$48,000.00
2	F&I 27" Casing (Trenchless)	lin. ft.	20	$900.00	$18,000.00	$1,450.00	$29,000.00
3	F&I 20" Casing (Trenchless)	lin. ft.	20	$600.00	$12,000.00	$1,450.00	$29,000.00
4	F&I 18" Sanitary Sewer	lin. ft.	4,455	$295.00	$1,314,225.00	$406.00	$1,808,730.00
5	F&I 15" Sanitary Sewer	lin. ft.	2,430	$163.00	$396,090.00	$218.00	$529,740.00
6	F&I 12" Sanitary Sewer	lin. ft.	390	$220.00	$85,800.00	$252.00	$98,280.00
7	F&I 8" Sanitary Sewer	lin. ft.	3,340	$127.00	$424,180.00	$193.00	$644,620.00
8	F&I 8" Sanitary Sewer-Directional Drilled	lin. ft.	215	$95.00	$20,425.00	$91.50	$19,672.50
9	F&I 4" Sanitary Sewer Lateral-Directional Drilled	lin. ft.	330	$55.00	$18,150.00	$53.75	$17,737.50
10	F&I Sanitary MH	vert. ft.	610	$387.00	$236,070.00	$346.00	$211,060.00
11	F&I Sanitary MH Casting	ea.	38	$609.00	$23,142.00	$775.00	$29,450.00
12	F&I 4"/6" Sanitary Lateral	lin. ft.	755	$94.00	$70,970.00	$75.75	$57,191.25
13	F&I 4"/6" Sanitary Lateral Riser	vert. ft.	30	$230.00	$6,900.00	$122.00	$3,660.00
14	Sanitary Lateral Connection	ea.	2	$369.00	$738.00	$250.00	$500.00
15	F&I Sanitary Cleanout	ea.	6	$505.00	$3,030.00	$300.00	$1,800.00
16	F&I Anti-Seep Collar	ea.	5	$565.00	$2,825.00	$350.00	$1,750.00
17	F&I 18" Storm C.M.P. w/endwalls	ea.	1	$3,748.00	$3,748.00	$4,000.00	$4,000.00
18	F&I 16" Water Main	lin. ft.	10	$2,123.00	$21,230.00	$2,240.00	$22,400.00
19	F&I 12" Water Main	lin. ft.	1,460	$111.00	$162,060.00	$93.50	$136,510.00
20	F&I 8" Water Main	lin. ft.	4,740	$77.00	$364,980.00	$68.00	$322,320.00
21	F&I 6" Hydrant Lead	lin. ft.	600	$64.00	$38,400.00	$109.50	$65,700.00
22	F&I Hydrant	ea.	15	$5,666.00	$84,990.00	$5,200.00	$78,000.00
23	F&I 16" Gate Valve w/Box	ea.	1	$13,433.00	$13,433.00	$12,010.75	$12,010.75
24	F&I 12" Gate Valve w/Box	ea.	5	$4,394.00	$21,970.00	$3,850.00	$19,250.00
25	F&I 8" Gate Valve w/Box	ea.	18	$2,500.00	$45,000.00	$2,200.00	$39,600.00
26	F&I 6" Gate Valve w/Box	ea.	15	$1,788.00	$26,820.00	$1,575.00	$23,625.00
27	F&I 12" dia. Bend	ea.	1	$1,076.00	$1,076.00	$1,015.00	$1,015.00
28	F&I 8" dia. Bend	ea.	24	$559.00	$13,416.00	$450.00	$10,800.00
29	F&I 6" dia. Bend	ea.	4	$456.00	$1,824.00	$360.00	$1,440.00
30	F&I 1" Service	lin. ft.	190	$58.00	$11,020.00	$16.00	$3,040.00
31	F&I Service Connection	ea.	4	$612.00	$2,448.00	$450.00	$1,800.00
32	F&I Curb Box (Complete)	ea.	3	$698.00	$2,094.00	$525.00	$1,575.00
33	F&I Temporary access Road	ea.	1	$16,000.00	$16,000.00	$19,000.00	$19,000.00
34	F&I 3" Asphalt	sq.yd.	3,670	$32.00	$117,440.00	$21.00	$77,070.00
35	Remove Asphalt	sq.yd.	3,670	$2.00	$7,340.00	$1.00	$3,670.00
36	R&R 4 1/2" Asphalt	sq.yd.	695	$32.00	$22,240.00	$31.00	$21,545.00
37	F&M Erosion Control Mat Class II Type C Organic	sq.yd.	5,290	$13.00	$68,770.00	$5.00	$26,450.00
38	F&M Erosion Control Mat Class I Type B Urban	sq.yd.	22,045	$9.00	$198,405.00	$3.00	$66,135.00
39	F&M Silt Fence	lin. ft.	14,160	$3.00	$42,480.00	$2.30	$32,568.00
40	F&M 12" Curlex Sediment Log/Ditch Check	lin. ft.	660	$13.00	$8,580.00	$10.00	$6,600.00
41	F&M 20" Curlex Sediment Log/Ditch Check	lin. ft.	425	$18.00	$7,650.00	$15.00	$6,375.00
42	Tree Removal	inch dia.	405	$43.00	$17,415.00	$50.00	$20,250.00
43	Mackville Disposal Site	lump sum	1	$35,000.00	$35,000.00	$75,000.00	$75,000.00
44	F&R Trackout Control Device	ea.	13	$1,220.00	$15,860.00	$1,500.00	$19,500.00
45	F&M Message Board	day	40	$183.00	$7,320.00	$89.00	$3,560.00
46	F&M Tempory Traffic Control	lump sum	1	$32,000.00	$32,000.00	$269,000.00	$269,000.00
BASE BID TOTAL					**$4,075,554.00**		**$4,920,000.00**

ALTERNATE Bid Item	Item Description	Unit	Qty.	Dorner Inc.		Kruczek Construction Inc.	
				Unit Price	Total	Unit Price	Total
47	F&I 8" Sanitary Sewer	lin. ft.	680	$61.00	$41,480.00	$57.00	$38,760.00
48	F&I Sanitary MH	vert. ft.	31	$382.00	$11,842.00	$365.00	$11,315.00
49	F&I Sanitary MH Casting	ea.	3	$609.00	$1,827.00	$775.00	$2,325.00
50	F&I 4"/6" Sanitary Lateral	lin. ft.	395	$53.00	$20,935.00	$44.00	$17,380.00
51	F&I 4"/6" Sanitary Lateral Riser	vert. ft.	10	$75.00	$750.00	$104.00	$1,040.00
52	Sanitary Lateral Connection	ea.	1	$333.00	$333.00	$192.50	$192.50
53	F&I Sanitary Cleanout	ea.	4	$420.00	$1,680.00	$300.00	$1,200.00
54	F&I 8" Water Main	lin. ft.	2,500	$75.00	$187,500.00	$62.50	$156,250.00
55	F&I 6" Hydrant Lead	lin. ft.	50	$41.00	$2,050.00	$110.00	$5,500.00
56	F&I Hydrant	ea.	5	$5,666.00	$28,330.00	$5,200.00	$26,000.00
57	F&I 8" Gate Valve w/Box	ea.	6	$2,500.00	$15,000.00	$2,200.00	$13,200.00
58	F&I 6" Gate Valve w/Box	ea.	5	$1,788.00	$8,940.00	$1,600.00	$8,000.00
59	F&I 8" dia. Bend	ea.	12	$532.00	$6,384.00	$430.00	$5,160.00
60	F&I 1" Service	lin. ft.	65	$64.00	$4,160.00	$40.00	$2,600.00
61	F&I Service Connection	ea.	2	$208.00	$416.00	$530.00	$1,060.00
62	F&I Curb Box (Complete)	ea.	3	$684.00	$2,052.00	$510.00	$1,530.00
63	F&M Erosion Control Mat Class I Type B Urban	sq.yd.	3,240	$9.00	$29,160.00	$3.50	$11,340.00
64	F&M Silt Fence	lin. ft.	1,325	$3.00	$3,975.00	$2.30	$3,047.50
65	F&M 12" Curlex Sediment Log/Ditch Check	lin. ft.	50	$13.00	$650.00	$20.00	$1,000.00
66	F&R Trackout Control Device	ea.	3	$1,220.00	$3,660.00	$1,700.00	$5,100.00
ALTERNATE BID TOTAL					**$371,124.00**		**$312,000.00**
TOTAL BID (BASE + ALTERNATE)					**$4,446,678.00**		**$5,232,000.00**

"…meeting community needs…enhancing quality of life."

OFFICE OF THE MAYOR
Jacob A. Woodford
100 North Appleton Street
Appleton, Wisconsin 54911
Phone: (920) 832-6400
Email: Mayor@Appleton.org

TO: Finance Committee & Common Council

FROM: Mayor Jacob A. Woodford & Finance Director Tony Saucerman

DATE: October 8, 2021

RE: ARPA

The American Rescue Plan Act (ARPA), a $1.9 trillion economic stimulus package passed in March 2021, included substantial aid to local governments including the City of Appleton. Considered a "metropolitan city" by the U.S. Department of the Treasury, Appleton stands to directly receive approximately $14.9 million through the Coronavirus State and Local Fiscal Recovery Fund. Initially, there was limited information about how much each community would receive, and little guidance on applicable uses. The Treasury Department issued an Interim Final Rule in May 2021, which outlined allowable uses and program priorities for the ARPA funds as follows:

> Public Health: Support public health initiatives by funding COVID-19 mitigation efforts, medical expenses, behavioral health care, and certain public health and safety staff costs.
>
> Economy: Address negative economic impacts caused by the public health emergency including economic harm to workers, households, small businesses, impacted industries, and the public sector.
>
> Hardest Hit: Serve the hardest-hit population and families by addressing health disparities and social determinants of health, investing in housing and neighborhoods, addressing educational disparities, and promoting healthy childhood environments.
>
> Public Sector: Replace lost public sector revenue due to the pandemic and use this funding to provide government services.
>
> Essential Workers: Provide premium pay for essential workers to support those who have borne and will bear the greatest health risk because of their service in critical infrastructure sectors.
>
> Infrastructure: Invest in water, sewer, stormwater, and broadband infrastructure making necessary expenditures to ensure access to clean drinking water, support vital wastewater and stormwater infrastructure, and expand access to broadband.

Unlike many grant programs, ARPA relies on the grantees to organize their own use of funds within the framework laid out in the Interim Rule rather than rigidly defining projects through an application review process. This means that there are nearly as many approaches to determining allocations and managing

use of the funds as there are communities receiving them. Even in our immediate region, there are numerous and varied approaches and philosophies guiding use of ARPA dollars.

Here in Appleton, we set out with some guiding principles as our process got underway in May:

- ARPA funds are taxpayer dollars and must be stewarded transparently and with care
- Community input will serve as a guiding force in our use of the funds
- Established budget policies and practices will be used to govern the allocation of funds – this means the Common Council will approve final allocations
- ARPA represents an opportunity to both support City operations and community needs – we will seek to strike a balance between these in the recommendations we develop
- ARPA funds will not be used to hire new City employees
- Compliance with the Interim and Final Rules must be maintained
- Collaboration and coordination with neighboring municipalities and other levels of government is essential to avoid duplication of effort and to maximize use of funds to serve residents

Between May 2021 and the end of August 2021, we undertook a process of understanding community and organizational needs. We did so by establishing an internal ARPA allocation working group and discussing needs with every Department Director; gathering input from community stakeholders; holding discussions with local school districts, governments (municipal and county), and partner organizations; soliciting feedback internally; reviewing current funding opportunities to identify areas of need; and calculating lost revenue per regulatory guidance.

Through this process, two broad categories of uses have emerged:

> **Determined Initiatives (Category 1)** – these are initiatives and uses that are largely defined, within the City's control, where rapid deployment is manageable and/or necessary. This category is being brought to the Finance Committee for recommendation as a 2021 budget amendment to facilitate immediate use of funds.
>
> **Priorities Needing Definition (Category 2)** – these are priorities that surfaced through the input gathering, but that need further definition, process development, and proposals for specific projects and uses. This category is outlined in the 2022 Executive Budget and Service Plan and is expected to take shape through additional community input, staff program development and strategies, and Common Council reviews and approvals in the coming months.

For purposes of the October 11 Finance Committee meeting, this memo will focus on the Category 1-Determined Initiatives, to be brought forward as a 2021 budget amendment. To that end, **staff recommends the following allocations and spending authorization for a portion of the total ARPA allocation**:

COVID-19 Response	*With nearly all of the previous funding for COVID response allocated and/or spent, this portion will ensure the City can continue to effectively respond to the pandemic in areas similar to CARES Act activities and costs, such as personal protective equipment; contact investigation; disease mitigation; testing and vaccination operations; and personnel expenses for public health, safety, and other staff responding to the pandemic. Excess balance of this line at the end of the ARPA spending period would be allocated to lost revenue.*	**$1,991,841**

Lost Revenue	*Municipalities are allowed to use ARPA funds to supplement lost revenue in accordance with a formula provided by the Treasury Department. Appleton would be eligible for just over $10M in lost revenue based on the formula, however, this recommendation covers only the lost revenue most affecting City operations: Parking Utility Revenue. This estimates a portion of the lost revenue over the eligible ARPA spending period.*	**$1,500,000**
Lead Service Line Abatement & Sewer/Water Infrastructure	*Appleton has been making progress on removing and replacing known public lead water service lines in the City through a multi-decade effort. Staff believes this allocation would enable abatement of all known remaining public lead service lines in the City of Appleton. If there are any remaining funds after lead service lines are addressed, those funds would be directed to eligible sewer/water infrastructure projects.*	**$1,000,000**
Broadband Access & Information Infrastructure	*Broadband access and information infrastructure is a priority of ARPA. Appleton proposes to use this portion of funds to leverage and enhance an existing project, the Library renovation and expansion, to provide better internet and information access to our residents through that facility as a hub.*	**$2,000,000**
Short-Term Direct Community Partner Support	*While much of the support for community partners and initiatives will be handled within Category 2 priorities, there are immediate needs from community partners on a variety of fronts. This support will focus on not-for-profit organizations that bolster the local economy, community wellness, and pandemic recovery. Development of a simple grant application and compliance criteria will be necessary for this allocation.*	**$250,000**
Consulting & Administration Support	*Category 2 initiatives will require significant process development, community input facilitation, coordination with other ARPA funding recipients, performance documentation, Common Council reporting, and ongoing compliance activity to accomplish. These funds will support administration of those activities.*	**$150,000**
	Total	**$6,891,841**

The City of Appleton will follow established budget policies and procedures, including detailed reporting, in using these funds. Furthermore, the City, as an ARPA recipient, is required to submit regular reports to the Treasury Department on funding use and will be required to do so for many years to come.

The total of this recommendation amounts to just under half of the City's total ARPA allocation of $14,891,841. The second category is outlined on pages 69-73 in the 2022 Executive Budget and Service Plan. Initiatives described in that portion of the plan covering $8 million of the City's allocation cover the

range of community suggestions and known needs, however, they do not detail projects as further process will be required to bring forward specific recommendations. Additionally, following further definition of the priorities, potential collaborations in that set of initiatives will take time to develop.

Ultimately, all ARPA-related spending will be merged and tracked in the Budget and Service Plan in the years to come. The initial approach of 2021 Budget amendment/2022 Executive Budget recommendations reflects the need to immediately use a portion of the funds, while allowing additional time for the planning and process development required for the other portion of the funds.

M E M O R A N D U M

"…meeting community needs…enhancing quality of life."

TO: Community & Economic Development Committee (CEDC)

FROM: Matt Rehbein, Economic Development Specialist

DATE: October 13, 2021

RE: Offer to Purchase – Lots 26, 27, 28 & 29 Southpoint Commerce Park Plat 3 and Parcel ID #31-9-5712-00 Received From Hayden Properties, LLC

The City of Appleton has received an Offer to Purchase from Hayden Properties, LLC for Lots 26, 27, 28 and 29 in Southpoint Commerce Park Plat Number 3 and Parcel ID #31- 9-5712-00, comprising a total of approximately 30.44 acres.

The Offer to Purchase is for $38,000.00 per acre, subject to lot size as determined by survey. Based on the approximate lot size, that would be a purchase price of $1,156,720. The current ask price for this land is $40,000 per acre. A commission of 8% of the gross sale price would be paid to CBRE, Inc. as procuring broker.

This is the second offer to purchase from Hayden Properties for land in Southpoint. Hayden Properties, LLC built a 218,000 square foot distribution warehouse in 2021 immediately to the south of this parcel and has a fully executed lease for a significant portion of the building. Their plan is to construct buildings on the roughly 35 acres under "Right of First Offer" (ROFO) adjacent to the west. This offer is contingent on closing on the ROFO land by the end of 2021, limiting the City's exposure to having all large parcels encumbered.

Accepting the offer will allow Hayden Properties to proceed with the momentum of their marketing and provide for continued development and investment in the City.

Staff Recommendation:

The City of Appleton accept the Offer to Purchase for Lots 26, 27, 28 and 29 in Southpoint Commerce Park Plat 3 and Parcel ID #31-9-5712-00 from Hayden Properties, LLC at a purchase price of $38,000 per acre ($1,156,720.00 total based on approximate lot size of 30.44 acres) **BE APPROVED**.

WB-13 VACANT LAND OFFER TO PURCHASE

LICENSEE DRAFTING THIS OFFER ON September 29, 2021 **[DATE] IS (AGENT OF BUYER) (AGENT OF SELLER/LISTING FIRM) (AGENT OF BUYER AND SELLER)** STRIKE THOSE NOT APPLICABLE

The Buyer, Hayden Properties, LLC offers to purchase the Property known as See Addendum

[e.g., Street Address, Parcel Number(s), legal description, or insert additional description, if any, at lines 650-664, or attach as an addendum per line 686] in the City of Appleton, County of Outagamie Wisconsin, on the following terms:

PURCHASE PRICE The purchase price is See Addendum Dollars ($ See Addendum).

INCLUDED IN PURCHASE PRICE Included in purchase price is the Property, all Fixtures on the Property as of the date stated on line 1 of this Offer (unless excluded at lines 17-18), and the following additional items: n/a

NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are included or not included. Annual crops are not part of the purchase price unless otherwise agreed.

NOT INCLUDED IN PURCHASE PRICE Not included in purchase price is Seller's personal property (unless included at lines 12-13) and the following: n/a

CAUTION: Identify Fixtures that are on the Property (see lines 21-25) to be excluded by Seller or that are rented and will continue to be owned by the lessor.

"Fixture" is defined as an item of property which is physically attached to or so closely associated with land so as to be treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage to the premises, items specifically adapted to the premises and items customarily treated as fixtures, including, but not limited to, all: perennial crops, garden bulbs; plants; shrubs and trees; fences; storage buildings on permanent foundations and docks/piers on permanent foundations.

CAUTION: Exclude any Fixtures to be retained by Seller or that are rented on lines 17-18 or at lines 650-664 or in an addendum per line 686.

BINDING ACCEPTANCE This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on or before October 13, 2021.

Seller may keep the Property on the market and accept secondary offers after binding acceptance of this Offer.

CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.

ACCEPTANCE Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical copies of the Offer.

CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term Deadlines running from acceptance provide adequate time for <u>both</u> binding acceptance and performance.

CLOSING This transaction is to be closed on _____ at the place selected by Seller, unless otherwise agreed by the Parties in writing. If the date for closing falls on a Saturday, Sunday, or a federal or a state holiday, the closing date shall be the next Business Day.

CAUTION: To reduce the risk of wire transfer fraud, any wiring instructions received should be independently verified by phone or in person with the title company, financial institution, or entity directing the transfer. The real estate licensees in this transaction are not responsible for the transmission or forwarding of any wiring or money transfer instructions.

EARNEST MONEY

■ EARNEST MONEY of $ _____ accompanies this Offer.
If Offer was drafted by a licensee, receipt of the earnest money accompanying this Offer is acknowledged.

■ EARNEST MONEY of $ 25,000.00 will be mailed, or commercially, electronically or personally delivered within 3 days ("5" if left blank) after acceptance.

All earnest money shall be delivered to and held by (listing Firm) (drafting Firm) (other identified as _____) STRIKE THOSE NOT APPLICABLE (listing Firm if none chosen; if no listing Firm, then drafting Firm; if no Firm then Seller).

CAUTION: If a Firm does not hold earnest money, an escrow agreement should be drafted by the Parties or an attorney as lines 56-76 do not apply. If someone other than Buyer pays earnest money, consider a special disbursement agreement.

■ THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise agreed in writing.

■ DISBURSEMENT IF EARNEST MONEY HELD BY A FIRM: If negotiations do not result in an accepted offer and the earnest money is held by a Firm, the earnest money shall be promptly disbursed (after clearance from payer's depository institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest money shall be disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according to a written disbursement agreement signed by all Parties to this Offer. If said disbursement agreement has not been delivered to the Firm holding the earnest money within 60 days after the date set for closing, that Firm may disburse the earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller; (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; (4) upon authorization granted within this Offer; or (5) any other disbursement required or allowed by law. The Firm may retain legal services to direct disbursement per (1) or to file an interpleader action per (2) and the Firm may deduct from the earnest money any costs and reasonable attorneys' fees, not to exceed $250, prior to disbursement.

■ LEGAL RIGHTS/ACTION: The Firm's disbursement of earnest money does not determine the legal rights of the Parties in relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by the Firm holding the earnest money. At least 30 days prior to disbursement per (1), (4) or (5) above, where the Firm has knowledge that either Party disagrees with the disbursement, the Firm shall send Buyer and Seller written notice of the intent to disburse by certified mail. If Buyer or Seller disagrees with the Firm's proposed disbursement, a lawsuit may be filed to obtain a court order regarding disbursement. Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of residential property with one-to-four dwelling units. Buyer and Seller should consider consulting attorneys regarding their legal rights under this Offer in case of a dispute. Both Parties agree to hold the Firm harmless from any liability for good faith disbursement of earnest money in accordance with this Offer or applicable Department of Safety and Professional Services regulations concerning earnest money. See Wis. Admin. Code Ch. REEB 18.

TIME IS OF THE ESSENCE "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3) occupancy; (4) date of closing; (5) contingency Deadlines STRIKE AS APPLICABLE and all other dates and Deadlines in this Offer except: n/a _____. If "Time is of the Essence" applies to a date or Deadline, failure to perform by the exact date or Deadline is a breach of contract. If "Time is of the Essence" does not apply to a date or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.

VACANT LAND DISCLOSURE REPORT Wisconsin law requires owners of real property that does not include any buildings to provide Buyers with a Vacant Land Disclosure Report. Excluded from this requirement are sales exempt from the real estate transfer fee and sales by certain court-appointed fiduciaries, for example, personal representatives, who have never occupied the Property. The form of the Report is found in Wis. Stat. § 709.033. The law provides: "§ 709.02 Disclosure . . . the owner of the property shall furnish, not later than 10 days after acceptance of a contract of sale . . ., to the prospective buyer of the property a completed copy of the report . . . A prospective buyer who does not receive a report within the 10 days may, within 2 business days after the end of that 10-day period, rescind the contract of sale . . . by delivering a written notice of rescission to the owner or the owner's agent." Buyer may also have certain rescission rights if a Vacant Land Disclosure Report disclosing defects is furnished before expiration of the 10 days, but after the Offer is submitted to Seller. Buyer should review the report form or consult with an attorney for additional information regarding rescission rights.

PROPERTY CONDITION REPRESENTATIONS Seller represents to Buyer that as of the date of acceptance Seller has no notice or knowledge of Conditions Affecting the Property or Transaction (lines 101-181) other than those identified in Seller's Vacant Land Disclosure Report dated _____, which was received by Buyer prior to Buyer signing this Offer and that is made a part of this Offer by reference COMPLETE DATE OR STRIKE AS APPLICABLE and _____

_____

_____ INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE REPORT

"Conditions Affecting the Property or Transaction" are defined to include:

a. Flooding, standing water, drainage problems, or other water problems on or affecting the Property.

b. Impact fees or another condition or occurrence that would significantly increase development costs or reduce the value of the property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.

c. Brownfields (abandoned, idled, or underused land that may be subject to environmental contamination) or other contaminated land on the property, or that contaminated soils on the property have been cleaned up under the Petroleum Environmental Cleanup Fund Act (PECFA), a Wisconsin Department of Natural Resources (DNR) remedial or cleanup program, the DATCP Agricultural Chemical Cleanup Program, or other similar program.

d. Subsoil conditions that would significantly increase the cost of development, including, but not limited to, subsurface foundations or waste material; any type of fill; dumpsites where pesticides, herbicides, fertilizer, or other toxic or hazardous materials or containers for these materials were disposed of in violation of manufacturer or government guidelines or other laws regulating such disposal; high groundwater; adverse soil conditions, such as low load-bearing capacity, earth or soil movement, settling, upheavals, or slides; excessive rocks or rock formations; or other soil problems.

e. Material violation of an environmental rule or other rule or agreement regulating the use of the Property.

f. Defects caused by unsafe concentrations of, or unsafe conditions relating to, radon, radium in water supplies, lead in

soil, or other potentially hazardous or toxic substances on the Property; manufacture of methamphetamine or other hazardous or toxic substances on the Property; or high voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the Property.

g. Defects caused by unsafe concentrations of, unsafe conditions relating to, or the storage of, hazardous or toxic substances on neighboring properties.

h. The Property is served by a joint well; Defects related to a joint well serving the Property; or Defects in a well on the Property or in a well that serves the Property, including unsafe well water due to contaminants such as coliform, nitrates, or atrazine, or any out-of-service wells or cisterns that are required to be abandoned (see § NR 812.26, Wis. Adm. Code) but that are not closed or abandoned according to applicable regulations.

i. Defects in any septic system or other private sanitary disposal system on the Property; or any out-of-service septic system serving the Property not closed or abandoned according to applicable regulations.

j. Underground or aboveground fuel storage tanks presently or previously on the Property for storage of flammable or combustible liquids including, but not limited to, gasoline or heating oil; or Defects in the underground or aboveground fuel storage tanks on or previously located on the Property. Defects in underground or aboveground fuel storage tanks may include items such as abandoned tanks not closed in conformance with applicable local, state, and federal law; leaking; corrosion; or failure to meet operating standards. (The owner, by law, may have to register the tanks with the Department of Agriculture, Trade and Consumer Protection at P.O. Box 8911, Madison, Wisconsin, 53708, whether the tanks are in use or not. Department regulations may require closure or removal of unused tanks.)

k. Existing or abandoned manure storage facilities located on the property.

l. Notice of property tax increases, other than normal annual increases, or pending Property tax reassessment; remodeling that may increase the Property's assessed value; pending special assessments; or Property is within a special purpose district, such as a drainage district, that has authority to impose assessments on the Property.

m. Proposed, planned, or commenced public improvements or public construction projects that may result in special assessments or that may otherwise materially affect the Property or the present use of the Property; or any land division involving the Property without required state or local permits.

n. The Property is part of or subject to a subdivision homeowners' association; or the Property is not a condominium unit and there are common areas associated with the Property that are co-owned with others.

o. Any zoning code violations with respect to the Property; the Property or any portion thereof is located in a floodplain, wetland or shoreland zoning area under local, state or federal regulations; or the Property is subject to a mitigation plan required by Wisconsin Department of Natural Resources (DNR) rules related to county shoreland zoning ordinances, that obligates the Property owner to establish or maintain certain measures related to shoreland conditions, enforceable by the county.

p. Nonconforming uses of the Property (a nonconforming use is a use of land that existed lawfully before the current zoning ordinance was enacted or amended, but that does not conform to the use restrictions in the current ordinance); conservation easements (a conservation easement is a legal agreement in which a property owner conveys some of the rights associated with ownership of his or her property to an easement holder such as a governmental unit or a qualified nonprofit organization to protect the natural habitat of fish, wildlife, or plants or a similar ecosystem, preserve areas for outdoor recreation or education, or for similar purposes); restrictive covenants or deed restrictions on the Property; or, other than public rights-of-way, nonowners having rights to use part of the Property, including, but not limited to, private rights-of-way and easements other than recorded utility easements.

q. All or part of the Property has been assessed as agricultural land; has been assessed a use-value assessment conversion charge; or payment of a use-value assessment conversion charge has been deferred.

r. All or part of the Property is subject to, enrolled in, or in violation of a farmland preservation agreement, Forest Crop Law, Managed Forest Law, the Conservation Reserve Program, or a comparable program.

s. A dam is totally or partially located on the Property; or an ownership interest in a dam not located on the Property will be transferred with the Property because the dam is owned collectively by a homeowners' association, lake district, or similar group of which the Property owner is a member.

t. No legal access to the Property; or boundary or lot line disputes, encroachments or encumbrances (including a joint driveway) affecting the Property. Encroachments often involve some type of physical object belonging to one person but partially located on or overlapping on land belonging to another; such as, without limitation, fences, houses, garages, driveways, gardens, and landscaping. Encumbrances include, without limitation, a right or claim of another to a portion of the Property or to the use of the Property such as a joint driveway, liens, and licenses.

u. Government agency, court order, or federal, state, or local regulations requiring repair, alteration or correction of an existing condition.

v. A pier attached to the Property not in compliance with state or local pier regulations; a written agreement affecting riparian rights related to the Property; or the bed of the abutting navigable waterway is owned by a hydroelectric operator.

w. Material damage from fire, wind, flood, earthquake, expansive soil, erosion, or landslide.

x. Significant odor, noise, water diversion, water intrusion, or other irritants emanating from neighboring property.

y. Significant crop damage from disease, insects, soil contamination, wildlife, or other causes; diseased or dying trees or shrubs; or substantial injuries or disease in livestock on the Property or neighboring property.

z. Animal, reptile, or other insect infestations; drainage easement or grading problems; excessive sliding; or any other Defect or material condition.

aa. Archeological artifacts, mineral rights, orchards, or endangered species, or one or more burial sites on the Property.
bb. Owner is a foreign person as defined in the Foreign Investment in Real Property Tax Act in 26 IRC § 1445(f).
cc. Other Defects affecting the Property such as any agreements that bind subsequent owners of the property, such as a lease agreement or an extension of credit from an electric cooperative.

[ ] **GOVERNMENT PROGRAMS:** Seller shall deliver to Buyer, within _____ days ("15" if left blank) after acceptance of this Offer, a list of all federal, state, county, and local conservation, farmland, environmental, or other land use programs, agreements, restrictions, or conservation easements, which apply to any part of the Property (e.g., farmland preservation agreements, farmland preservation or exclusive agricultural zoning, use value assessments, Forest Crop, Managed Forest, Conservation Reserve Program, wetland mitigation, shoreland zoning mitigation plan or comparable programs), along with disclosure of any penalties, fees, withdrawal charges, or payback obligations pending, or currently deferred, if any. This contingency will be deemed satisfied unless Buyer delivers to Seller, within 7 days after the deadline for delivery, a notice terminating this Offer based upon the use restrictions, program requirements, and/or amount of any penalty, fee, charge, or payback obligation.

CAUTION: If Buyer does not terminate this Offer, Buyer is hereby agreeing that Buyer will continue in such programs, as may apply, and Buyer agrees to reimburse Seller should Buyer fail to continue any such program such that Seller incurs any costs, penalties, damages, or fees that are imposed because the program is not continued after sale. The Parties agree this provision survives closing.

MANAGED FOREST LAND: If all, or part, of the Property is managed forest land under the Managed Forest Law (MFL) program, this designation will continue after closing. Buyer is advised as follows: The MFL is a landowner incentive program that encourages sustainable forestry on private woodlands by reducing and deferring property taxes. Orders designating lands as managed forest lands remain in effect for 25 or 50 years. When ownership of land enrolled in the MFL program changes, the new owner must sign and file a report of the change of ownership on a form provided by the Department of Natural Resources and pay a fee. By filing this form, the new owner agrees to the associated MFL management plan and the MFL program rules. The DNR Division of Forestry monitors forest management plan compliance. Changes a landowner makes to property that is subject to an order designating it as managed forest land, or to its use, may jeopardize benefits under the program or may cause the property to be withdrawn from the program and may result in the assessment of penalties. For more information call the local DNR forester or visit https://dnr.wisconsin.gov/topic/forestry .

USE VALUE ASSESSMENTS: The use value assessment system values agricultural land based on the income that would be generated from its rental for agricultural use rather than its fair market value. When a person converts agricultural land to a non-agricultural use (e.g., residential or commercial development), that person may owe a conversion charge. To obtain more information about the use value law or conversion charge, contact the Wisconsin Department of Revenue's Equalization Bureau or visit http://www.revenue.wi.gov/ .

FARMLAND PRESERVATION: The early termination of a farmland preservation agreement or removal of land from such an agreement can trigger payment of a conversion fee equal to 3 times the per acre value of the land. Contact the Wisconsin Department of Agriculture, Trade and Consumer Protection Division of Agricultural Resource Management or visit http://www.datcp.state.wi.us/ for more information.

CONSERVATION RESERVE PROGRAM (CRP): The CRP encourages farmers, through contracts with the U.S. Department of Agriculture, to stop growing crops on highly erodible or environmentally sensitive land and instead to plant a protective cover of grass or trees. CRP contracts run for 10 to 15 years, and owners receive an annual rent as well as certain incentive payments and cost share assistance for establishing long-term, resource-conserving ground cover. Removing lands from the CRP in breach of a contract can be quite costly. For more information call the state Farm Service Agency office or visit http://www.fsa.usda.gov/ .

SHORELAND ZONING ORDINANCES: All counties must adopt uniform shoreland zoning ordinances in compliance with Wis. Admin. Code Chapter NR 115. County shoreland zoning ordinances apply to all unincorporated land within 1,000 feet of a navigable lake, pond or flowage or within 300 feet of a navigable river or stream and establish minimum standards for building setbacks and height limits, cutting trees and shrubs, lot sizes, water runoff, impervious surface standards (that may be exceeded if a mitigation plan is adopted and recorded) and repairs to nonconforming structures. Buyers must conform to any existing mitigation plans. For more information call the county zoning office or visit https://dnr.wi.gov/ . Buyer is advised to check with the applicable city, town or village for additional shoreland zoning or shoreland-wetland zoning restrictions, if any.

FENCES: Wis. Stat. § 90.03 requires the owners of adjoining properties to keep and maintain legal fences in equal shares where one or both of the properties is used and occupied for farming or grazing purposes.

CAUTION: Consider an agreement addressing responsibility for fences if Property or adjoining land is used and occupied for farming or grazing purposes.

PROPERTY DEVELOPMENT WARNING: If Buyer contemplates developing Property for a use other than the current use, there are a variety of issues that should be addressed to ensure the development or new use is feasible. Buyer is solely responsible to verify the current zoning allows for the proposed use of the Property at lines 251-255. Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or uses and therefore should be reviewed. Building permits, zoning or zoning variances, Architectural Control Committee approvals, estimates for utility hook-up expenses, special assessments, changes for installation of roads or utilities, environmental audits, subsoil tests, or other development related fees may need to be obtained or verified in order to determine the feasibility of development of, or a particular use for, a property. Optional contingencies that allow Buyer to investigate certain of these issues can be found at lines 244-304 and Buyer may add contingencies as needed in addenda (see line 686).

Buyer should review any plans for development or use changes to determine what issues should be addressed in these contingencies.

PROPOSED USE CONTINGENCIES: This Offer is contingent upon Buyer obtaining, at Buyer's expense, the reports or documentation required by any optional provisions checked on lines 256-281 below. The optional provisions checked on lines 256-281 shall be deemed satisfied unless Buyer, within _____ days ("30" if left blank) after acceptance, delivers: (1) written notice to Seller specifying those optional provisions checked below that cannot be satisfied and (2) written evidence substantiating why each specific provision referred to in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice, this Offer shall be null and void. Seller agrees to cooperate with Buyer as necessary to satisfy the contingency provisions checked at lines 256-281.

Proposed Use: Buyer is purchasing the Property for the purpose of: _____

_____

_____ **[insert proposed use and type or style of building(s), size and proposed building location(s), if a requirement of Buyer's condition to purchase, e.g.1400-1600 sq. ft. three-bedroom single family ranch home in northwest corner of lot].**

[ ] **ZONING:** Verification of zoning and that the Property's zoning allows Buyer's proposed use described at lines 251-255.

[ ] **SUBSOILS:** Written evidence from a qualified soils expert that the Property is free of any subsoil condition that would make the proposed use described at lines 251-255 impossible or significantly increase the costs of such development.

[ ] **PRIVATE ONSITE WASTEWATER TREATMENT SYSTEM (POWTS) SUITABILITY:** Written evidence from a certified soils tester that: (a) the soils at the Property locations selected by Buyer, and (b) all other conditions that must be approved, meet the legal requirements in effect on the date of this Offer to obtain a permit for a POWTS for use of the Property as stated on lines 251-255. The POWTS (septic system) allowed by the written evidence must be one of the following POWTS that is approved by the State for use with the type of property identified at lines 251-255 [CHECK ALL THAT APPLY] ☐ conventional in-ground; ☐ mound; ☐ at grade; ☐ in-ground pressure distribution; ☐ holding tank; ☐ other: _____ .

[ ] **EASEMENTS AND RESTRICTIONS:** Copies of all public and private easements, covenants and restrictions affecting the Property and a written determination by a qualified independent third party that none of these prohibit or significantly delay or increase the costs of the proposed use or development identified at lines 251-255.

[ ] **APPROVALS/PERMITS:** Permits, approvals and licenses, as appropriate, or the final discretionary action by the granting authority prior to the issuance of such permits or building permit, approvals and licenses, for the following items related to Buyer's proposed use: _____

_____

[ ] **UTILITIES:** Written verification of the location of the following utility service connections (e.g., on the Property, at the lot line, across the street, etc.) [CHECK AND COMPLETE AS APPLICABLE]:
☐ electricity _____ ; ☐ gas _____ ; ☐ sewer _____ ;
☐ water _____ ; ☐ telephone _____ ; ☐ cable _____ ;
☐ other _____ .

[ ] **ACCESS TO PROPERTY:** Written verification that there is legal vehicular access to the Property from public roads.

[ ] **LAND USE APPROVAL/PERMITS:** This Offer is contingent upon (Buyer)(Seller) [STRIKE ONE] ("Buyer" if neither stricken) obtaining the following, including all costs: a [CHECK ALL THAT APPLY] ☐ rezoning; ☐ conditional use permit; ☐ variance; ☐ other _____ for the Property for its proposed use described at lines 251-255. Seller agrees to cooperate with Buyer as necessary to satisfy this contingency. Buyer shall deliver, within _____ days of acceptance, written notice to Seller if any item cannot be obtained, in which case this Offer shall be null and void.

[ ] **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) [STRIKE ONE] ("Seller providing" if neither is stricken) a Map of the Property dated subsequent to the date of acceptance of this Offer prepared by a registered land surveyor, within _____ days ("30" if left blank) after acceptance, at (Buyer's) (Seller's) [STRIKE ONE] ("Seller's" if neither is stricken) expense. The map shall show minimum of _____ acres, maximum of _____ acres, the legal description of the Property, the Property's boundaries and dimensions, visible encroachments upon the Property, the location of improvements, if any, and: _____

_____

_____ [STRIKE AND COMPLETE AS APPLICABLE] Additional map features that may be added include but are not limited to: staking of all corners of the Property; identifying dedicated and apparent streets; lot dimensions; total acreage or square footage; easements or rights-of-way.

CAUTION: Consider the cost and the need for map features before selecting them. Also consider the time required to obtain the map when setting the deadline.

This contingency shall be deemed satisfied unless Buyer, within 5 days after the deadline for delivery of said map, delivers to Seller a copy of the map and a written notice which identifies: (1) the significant encroachment; (2) information materially inconsistent with prior representations; or (3) failure to meet requirements stated within this contingency. Upon delivery of Buyer's notice, this Offer shall be null and void. Once the deadline for delivery has passed, if Seller was responsible to

provide the map and failed to timely deliver the map to Buyer, Buyer may terminate this Offer if Buyer delivers a written notice of termination to Seller prior to Buyer's Actual Receipt of said map from Seller.

INSPECTIONS AND TESTING Buyer may only conduct inspections or tests if specific contingencies are included as a part of this Offer. An "inspection" is defined as an observation of the Property, which does not include an appraisal or testing of the Property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel source, which are hereby authorized. A "test" is defined as the taking of samples of materials such as soils, water, air or building materials from the Property for laboratory or other analysis of these materials. Seller agrees to allow Buyer's inspectors, testers and appraisers reasonable access to the Property upon advance notice, if necessary, to satisfy the contingencies in this Offer. Buyer or licensees or both may be present at all inspections and testing. Except as otherwise provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property.

NOTE: Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose of the test (e.g., to determine if environmental contamination is present), any limitations on Buyer's testing and any other material terms of the contingency.

Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections and testing are completed unless otherwise agreed to with Seller. Buyer agrees to promptly provide copies of all inspection and testing reports to Seller. Seller acknowledges that certain inspections or tests may detect environmental pollution that may be required to be reported to the Wisconsin Department of Natural Resources.

[ ] **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 305-319).

(1) This Offer is contingent upon a qualified independent inspector conducting an inspection of the Property after the date on line 1 of this Offer that discloses no Defects.

(2) This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing an inspection of _____ _____ (list any Property component(s) to be separately inspected, e.g., dumpsite, timber quality, invasive species, etc.) that discloses no Defects.

(3) Buyer may have follow-up inspections recommended in a written report resulting from an authorized inspection, provided they occur prior to the Deadline specified at line 333. Inspection(s) shall be performed by a qualified independent inspector or independent qualified third party.

Buyer shall order the inspection(s) and be responsible for all costs of inspection(s).

CAUTION: Buyer should provide sufficient time for the Property inspection and/or any specialized inspection(s), as well as any follow-up inspection(s).

This contingency shall be deemed satisfied unless Buyer, within _____ days ("15" if left blank) after acceptance, delivers to Seller a copy of the written inspection report(s) dated after the date on line 1 of this Offer and a written notice listing the Defect(s) identified in those report(s) to which Buyer objects (Notice of Defects).

CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.

For the purposes of this contingency, Defects do not include structural, mechanical or other conditions the nature and extent of which Buyer had actual knowledge or written notice before signing this Offer.

NOTE: "Defect" as defined on lines 553-555 means a condition that would have a significant adverse effect on the value of the Property; that would significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life of the premises.

■ **RIGHT TO CURE:** Seller (shall)(shall not) STRIKE ONE ("shall" if neither is stricken) have the right to cure the Defects. If Seller has the right to cure, Seller may satisfy this contingency by:

(1) delivering written notice to Buyer within _____ ("10" if left blank) days after Buyer's delivery of the Notice of Defects stating Seller's election to cure Defects;

(2) curing the Defects in a good and workmanlike manner; and

(3) delivering to Buyer a written report detailing the work done no later than three days prior to closing.

This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and:

(1) Seller does not have the right to cure; or

(2) Seller has the right to cure but:

(a) Seller delivers written notice that Seller will not cure; or

(b) Seller does not timely deliver the written notice of election to cure.

IF LINE 355 IS NOT MARKED OR IS MARKED N/A LINES 403-414 APPLY.

[ ] **FINANCING COMMITMENT CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written _____ [loan type or specific lender, if any] first mortgage loan commitment as described below, within _____ days after acceptance of this Offer. The financing selected shall be in an amount of not less than $ _____ for a term of not less than _____ years, amortized over not less than _____ years. Initial monthly payments of principal and interest shall not exceed $ _____. Buyer acknowledges that lender's required monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private mortgage insurance premiums. The mortgage shall not include a prepayment premium. Buyer agrees to pay discount points in an amount not to exceed _____ % ("0" if left blank) of the loan. If Buyer is using multiple loan

sources or obtaining a construction loan or land contract financing, describe at lines 650-664 or in an addendum attached per line 686. Buyer agrees to pay all customary loan and closing costs, wire fees, and loan origination fees, to promptly apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. Seller agrees to allow lender's appraiser access to the Property.

■ LOAN AMOUNT ADJUSTMENT: If the purchase price under this Offer is modified, any financed amount, unless otherwise provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the monthly payments shall be adjusted as necessary to maintain the term and amortization stated above.

CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 371 or 372.

☐ **FIXED RATE FINANCING:** The annual rate of interest shall not exceed _____%.

☐ **ADJUSTABLE RATE FINANCING:** The initial interest rate shall not exceed _____%. The initial interest rate shall be fixed for _____ months, at which time the interest rate may be increased not more than _____% ("2" if left blank) at the first adjustment and by not more than _____% ("1" if left blank) at each subsequent adjustment. The maximum interest rate during the mortgage term shall not exceed the initial interest rate plus _____% ("6" if left blank). Monthly payments of principal and interest may be adjusted to reflect interest changes.

■ SATISFACTION OF FINANCING COMMITMENT CONTINGENCY: If Buyer qualifies for the loan described in this Offer or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of a written loan commitment. This contingency shall be satisfied if, after Buyer's review, Buyer delivers to Seller a copy of a written loan commitment (even if subject to conditions) that is:

(1) signed by Buyer; or

(2) accompanied by Buyer's written direction for delivery.

Delivery of a loan commitment by Buyer's lender or delivery accompanied by a notice of unacceptability shall not satisfy this contingency.

CAUTION: The delivered loan commitment may contain conditions Buyer must yet satisfy to obligate the lender to provide the loan. Buyer understands delivery of a loan commitment removes the Financing Commitment Contingency from the Offer and shifts the risk to Buyer if the loan is not funded.

■ SELLER TERMINATION RIGHTS: If Buyer does not deliver a loan commitment on or before the Deadline on line 357. Seller may terminate this Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of written loan commitment from Buyer.

■ FINANCING COMMITMENT UNAVAILABILITY: If a financing commitment is not available on the terms stated in this Offer (and Buyer has not already delivered an acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of same including copies of lender(s)' rejection letter(s) or other evidence of unavailability.

☐ **SELLER FINANCING:** Seller shall have 10 days after the earlier of:

(1) Buyer delivery of written notice of evidence of unavailability as noted in lines 391-394: or

(2) the Deadline for delivery of the loan commitment on line 357,

to deliver to Buyer written notice of Seller's decision to (finance this transaction with a note and mortgage under the same terms set forth in this Offer, and this Offer shall remain in full force and effect, with the time for closing extended accordingly. If Seller's notice is not timely given, the option for Seller to provide financing shall be considered waived. Buyer agrees to cooperate with and authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.

IF THIS OFFER IS NOT CONTINGENT ON FINANCING COMMITMENT Within _____ days ("7" if left blank) after acceptance, Buyer shall deliver to Seller either:

(1) reasonable written verification from a financial institution or third party in control of Buyer's funds that Buyer has, at the time of verification, sufficient funds to close; or

(2) _____

_____ [Specify documentation Buyer agrees to deliver to Seller].

If such written verification or documentation is not delivered, Seller has the right to terminate this Offer by delivering written notice to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written verification. Buyer may or may not obtain mortgage financing but does not need the protection of a financing commitment contingency. Seller agrees to allow Buyer's appraiser access to the Property for purposes of an appraisal. Buyer understands and agrees that this Offer is not subject to the appraisal meeting any particular value, unless this Offer is subject to an appraisal contingency, nor does the right of access for an appraisal constitute a financing commitment contingency.

☐ **APPRAISAL CONTINGENCY:** This Offer is contingent upon Buyer or Buyer's lender having the Property appraised at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated subsequent to the date stated on line 1 of this Offer, indicating an appraised value for the Property equal to or greater than the agreed upon purchase price.

This contingency shall be deemed satisfied unless Buyer, within _____ days after acceptance, delivers to Seller a copy of the appraisal report indicating an appraised value less than the agreed upon purchase price, and a written notice objecting to the appraised value.

■ **RIGHT TO CURE:** Seller (shall)(shall not) STRIKE ONE ("shall" if neither is stricken) have the right to cure.

If Seller has the right to cure, Seller may satisfy this contingency by delivering written notice to Buyer adjusting the purchase price to the value shown on the appraisal report within _____ days ("5" if left blank) after Buyer's delivery of the appraisal

report and the notice objecting to the appraised value. Seller and Buyer agree to promptly execute an amendment initiated by either party after delivery of Seller's notice, solely to reflect the adjusted purchase price.

This Offer shall be null and void if Buyer makes timely delivery of the notice objecting to appraised value and the written appraisal report and:

(1) Seller does not have the right to cure; or

(2) Seller has the right to cure but:

(a) Seller delivers written notice that Seller will not adjust the purchase price; or

(b) Seller does not timely deliver the written notice adjusting the purchase price to the value shown on the appraisal report.

NOTE: An executed FHA, VA or USDA Amendatory clause may supersede this contingency.

[ ] **CLOSING OF BUYER'S PROPERTY CONTINGENCY:** This Offer is contingent upon the closing of the sale of Buyer's property located at _____ no later than _____ (the Deadline). If closing does not occur by the Deadline, this Offer shall become null and void unless Buyer delivers to Seller, on or before the Deadline, reasonable written verification from a financial institution or third party in control of Buyer's funds that Buyer has, at the time of verification, sufficient funds to close or proof of bridge loan financing, along with a written notice waiving this contingency. Delivery of verification or proof of bridge loan shall not extend the closing date for this Offer.

[ ] **BUMP CLAUSE:** If Seller accepts a bona fide secondary offer, Seller may give written notice to Buyer that another offer has been accepted. If Buyer does not deliver to Seller the documentation listed below within _____ hours ("72" if left blank) after Buyer's Actual Receipt of said notice, this Offer shall be null and void. Buyer must deliver the following:

(1) Written waiver of the Closing of Buyer's Property Contingency if line 435 is marked;

(2) Written waiver of _____ _____ (name other contingencies, if any); and

(3) Any of the following checked below:

[ ] Proof of bridge loan financing.

[ ] Proof of ability to close from a financial institution or third party in control of Buyer's funds which shall provide Seller with reasonable written verification that Buyer has, at the time of verification, sufficient funds to close.

Other: _____ _____

[insert other requirements, if any (e.g., payment of additional earnest money, etc.)]

[ ] **SECONDARY OFFER:** This Offer is secondary to a prior accepted offer. This Offer shall become primary upon delivery of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer notice prior to any Deadline, nor is any particular secondary buyer given the right to be made primary ahead of other secondary buyers. Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to delivery of Seller's notice that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than _____ days ("7" if left blank) after acceptance of this Offer. All other Offer Deadlines that run from acceptance shall run from the time this Offer becomes primary.

HOMEOWNERS ASSOCIATION If this Property is subject to a homeowners association, Buyer is aware the Property may be subject to periodic association fees after closing and one-time fees resulting from transfer of the Property. Any one-time fees resulting from transfer of the Property shall be paid at closing by (Seller) (Buyer) STRIKE ONE ("Buyer" if neither is stricken).

CLOSING PRORATIONS The following items, if applicable, shall be prorated at closing, based upon date of closing values: real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners or homeowners association assessments, fuel and _____.

CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.

Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.

Real estate taxes shall be prorated at closing based on CHECK BOX FOR APPLICABLE PRORATION FORMULA:

[X] The net general real estate taxes for the preceding year, or the current year if available (Net general real estate taxes are defined as general property taxes after state tax credits and lottery credits are deducted.) NOTE: THIS CHOICE APPLIES IF NO BOX IS CHECKED.

[ ] Current assessment times current mill rate (current means as of the date of closing).

[ ] Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior year, or current year if known, multiplied by current mill rate (current means as of the date of closing).

[ ] _____.

CAUTION: Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be substantially different than the amount used for proration especially in transactions involving new construction, extensive rehabilitation, remodeling or area-wide re-assessment. Buyer is encouraged to contact the local assessor regarding possible tax changes.

[ ] Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on the actual tax bill for the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5

days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation and is the responsibility of the Parties to complete, not the responsibility of the real estate Firms in this transaction.

TITLE EVIDENCE

■ CONVEYANCE OF TITLE: **Upon payment of the purchase price, Seller shall convey the Property by warranty deed (trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as provided herein)**, free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's Vacant Land Disclosure Report and in this Offer, general taxes levied in the year of closing and n/a _____ (insert other allowable exceptions from title, if any) that constitutes merchantable title for purposes of this transaction. Seller, at Seller's cost, shall complete and execute the documents necessary to record the conveyance and pay the Wisconsin Real Estate Transfer Fee.

WARNING: Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or uses and therefore should be reviewed, particularly if Buyer contemplates making improvements to Property or a use other than the current use.

■ TITLE EVIDENCE: Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of the purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall pay all costs of providing title evidence to Buyer. Buyer shall pay the costs of providing the title evidence required by Buyer's lender and recording the deed or other conveyance.

■ GAP ENDORSEMENT: Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's)~~(Buyer's)~~ **STRIKE ONE** ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded after the commitment date of the title insurance commitment and before the deed is recorded, subject to the title insurance policy conditions, exclusions and exceptions, provided the title company will issue the coverage. If a gap endorsement or equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 516-523).

■ DELIVERY OF MERCHANTABLE TITLE: The required title insurance commitment shall be delivered to Buyer's attorney or Buyer not more than 15 days after acceptance ("15" if left blank), showing title to the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per lines 489-498, subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements and exceptions, as appropriate.

■ TITLE NOT ACCEPTABLE FOR CLOSING: If title is not acceptable for closing, Buyer shall notify Seller in writing of objections to title within 30 days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In such event, Seller shall have 15 days ("15" if left blank) from Buyer's delivery of the notice stating title objections, to deliver notice to Buyer stating Seller's election to remove the objections by the time set for closing. If Seller is unable to remove said objections, Buyer shall have five days from receipt of notice thereof, to deliver written notice waiving the objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, Buyer shall deliver written notice of termination and this Offer shall be null and void. Providing title evidence acceptable for closing does not extinguish Seller's obligations to give merchantable title to Buyer.

■ SPECIAL ASSESSMENTS/OTHER EXPENSES: Special assessments, if any, levied or for work actually commenced prior to the date stated on line 1 of this Offer shall be paid by Seller no later than closing. All other special assessments shall be paid by Buyer. "Levied" means the local municipal governing body has adopted and published a final resolution describing the planned improvements and the assessment of benefits.

CAUTION: Consider a special agreement if area assessments, property owners association assessments, special charges for current services under Wis. Stat. § 66.0627 or other expenses are contemplated. "Other expenses" are one-time charges or ongoing use fees for public improvements (other than those resulting in special assessments) relating to curb, gutter, street, sidewalk, municipal water, sanitary and storm water and storm sewer (including all sewer mains and hook-up/connection and interceptor charges), parks, street lighting and street trees, and impact fees for other public facilities, as defined in Wis. Stat. § 66.0617(1)(f).

LEASED PROPERTY If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the (written) (oral) STRIKE ONE lease(s), if any, are n/a _____. Insert additional terms, if any, at lines 650-664 or attach as an addendum per line 686.

DEFINITIONS

■ ACTUAL RECEIPT: "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document or written notice physically in the Party's possession, regardless of the method of delivery. If the document or written notice is electronically delivered, Actual Receipt shall occur when the Party opens the electronic transmission.

■ BUSINESS DAY: "Business Day" means a calendar day other than Saturday, Sunday, any legal public holiday under Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive

registered mail or make regular deliveries on that day.

■ DEADLINES: "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by excluding the day the event occurred and by counting subsequent calendar days. The Deadline expires at Midnight on the last day. Additionally, Deadlines expressed as a specific number of Business Days are calculated in the same manner except that only Business Days are counted while other days are excluded. Deadlines expressed as a specific number of "hours" from the occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24 hours per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as closing, expire at Midnight of that day. "Midnight" is defined as 11:59 p.m. Central Time.

■ DEFECT: "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life of the premises.

■ FIRM: "Firm" means a licensed sole proprietor broker or a licensed broker business entity.

■ PARTY: "Party" means the Buyer or the Seller; "Parties" refers to both the buyer and the Seller.

■ PROPERTY: Unless otherwise stated, "Property" means the real estate described at lines 4-8.

INCLUSION OF OPTIONAL PROVISIONS Terms of this Offer that are preceded by an OPEN BOX (☐) are part of this offer ONLY if the box is marked such as with an "X". They are not part of this offer if marked "N/A" or are left blank.

PROPERTY DIMENSIONS AND SURVEYS Buyer acknowledges that any land dimensions, or total acreage or square footage figures, provided to Buyer by Seller or by a Firm or its agents, may be approximate because of rounding, formulas used or other reasons, unless verified by survey or other means.

CAUTION: Buyer should verify total square footage formula, total square footage/acreage figures, and land dimensions, if material.

DISTRIBUTION OF INFORMATION Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of the Offer to Buyer's lender, appraisers, title insurance companies and any other settlement service providers for the transaction as defined by the Real Estate Settlement Procedures Act (RESPA); (ii) report sales and financing concession data to multiple listing service sold databases; (iii) provide active listing, pending sale, closed sale and financing concession information and data, and related information regarding seller contributions, incentives or assistance, and third party gifts, to appraisers researching comparable sales, market conditions and listings, upon inquiry; and (iv) distribute copies of this Offer to the seller or seller's agent of another property that Seller intends on purchasing.

MAINTENANCE Seller shall maintain the Property and all personal property included in the purchase price until the earlier of closing or Buyer's occupancy, in materially the same condition it was in as of the date on line 1 of this Offer, except for ordinary wear and tear.

PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING If, prior to closing, the Property is damaged in an amount not more than five percent of the purchase price, other than normal wear and tear, Seller shall promptly notify Buyer in writing, and will be obligated to restore the Property to materially the same condition it was in as of the date on line 1 of this Offer. Seller shall provide Buyer with copies of all required permits and lien waivers for the lienable repairs no later than closing. If the amount of damage exceeds five percent of the purchase price, Seller shall promptly notify Buyer in writing of the damage and this Offer may be terminated at option of Buyer. Should Buyer elect to carry out this Offer despite such damage, Buyer shall be entitled to the insurance proceeds, if any, relating to the damage to the Property, plus a credit towards the purchase price equal to the amount of Seller's deductible on such policy, if any. However, if this sale is financed by a land contract or a mortgage to Seller, any insurance proceeds shall be held in trust for the sole purpose of restoring the Property.

BUYER'S PRE-CLOSING WALK-THROUGH Within three days prior to closing, at a reasonable time pre-approved by Seller or Seller's agent, Buyer shall have the right to walk through the Property to determine that there has been no significant change in the condition of the Property, except for ordinary wear and tear and changes approved by Buyer, and that any Defects Seller has agreed to cure have been repaired in the manner agreed to by the Parties.

OCCUPANCY Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this Offer at lines 534-538 or in an addendum attached per line 686, or lines 650-664 if the Property is leased. At time of Buyer's occupancy, Property shall be free of all debris, refuse, and personal property except for personal property belonging to current tenants, or sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

DEFAULT Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and conditions of this Offer. A material failure to perform any obligation under this Offer is a default that may subject the defaulting party to liability for damages or other legal remedies.

If Buyer defaults, Seller may:

(1) ~~sue for specific performance and~~ request the earnest money as partial payment of the purchase price; or

(2) terminate the Offer and ~~have the option to: (a)~~ request the earnest money as liquidated damages; ~~or (b) sue for actual damages.~~

If Seller defaults, Buyer may:

(1) sue for specific performance; or

(2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

In addition, the Parties may seek any other remedies available in law or equity. The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the discretion of the courts. If either Party defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution instead of the remedies outlined above. By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of law those disputes covered by the arbitration agreement.

NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD READ THIS DOCUMENT CAREFULLY. THE FIRM AND ITS AGENTS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS OF THE OFFER BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OFFER OR HOW TITLE SHOULD BE TAKEN AT CLOSING. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.

ENTIRE CONTRACT This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller regarding the transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds and inures to the benefit of the Parties to this Offer and their successors in interest.

NOTICE ABOUT SEX OFFENDER REGISTRY You may obtain information about the sex offender registry and persons registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at http://www.doc.wi.gov or by telephone at (608) 240-5830.

FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA) Section 1445 of the Internal Revenue Code (IRC) provides that a transferee (Buyer) of a United States real property interest must pay or withhold as a tax up to 15% of the total "Amount Realized" in the sale if the transferor (Seller) is a "Foreign Person" and no exception from FIRPTA withholding applies. A "Foreign Person" is a nonresident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign estate. The "Amount Realized" is the sum of the cash paid, the fair market value of other property transferred, and the amount of any liability assumed by Buyer.

CAUTION: Under this law if Seller is a Foreign Person, and Buyer does not pay or withhold the tax amount, Buyer may be held directly liable by the U.S. Internal Revenue Service for the unpaid tax and a tax lien may be placed upon the Property.

Seller hereby represents that Seller is a non-Foreign Person, unless (1) Seller represents Seller is a Foreign Person in a condition report incorporated in this Offer per lines 94-97, or (2) no later than 10 days after acceptance, Seller delivers notice to Buyer that Seller is a Foreign Person, in which cases the provisions on lines 637-639 apply.

IF SELLER IS A NON-FOREIGN PERSON. Seller shall, no later than closing, execute and deliver to Buyer, or a qualified substitute (attorney or title company as stated in IRC § 1445), a sworn certification under penalties of perjury of Seller's non-foreign status in accordance with IRC § 1445. If Seller fails to timely deliver certification of Seller's non-foreign status, Buyer shall: (1) withhold the amount required to be withheld pursuant to IRC § 1445; or, (2) declare Seller in default of this Offer and proceed under lines 601-608.

IF SELLER IS A FOREIGN PERSON. If Seller has represented that Seller is a Foreign Person, Buyer shall withhold the amount required to be withheld pursuant to IRC § 1445 at closing unless the Parties have amended this Offer regarding amounts to be withheld, any withholding exemption to be applied, or other resolution of this provision.

COMPLIANCE WITH FIRPTA. Buyer and Seller shall complete, execute, and deliver, on or before closing, any instrument, affidavit, or statement needed to comply with FIRPTA, including withholding forms. If withholding is required under IRC §1445, and the net proceeds due Seller are not sufficient to satisfy the withholding required in this transaction, Seller shall deliver to Buyer, at closing, the additional funds necessary to satisfy the applicable withholding requirement. Seller also shall pay to Buyer an amount not to exceed $1,000 for actual costs associated with the filing and administration of forms, affidavits, and certificates necessary for FIRPTA withholding and any withholding agent fees.

Any representations made by Seller with respect to FIRPTA shall survive the closing and delivery of the deed.

Firms, Agents, and Title Companies are not responsible for determining FIRPTA status or whether any FIRPTA exemption applies. The Parties are advised to consult with their respective independent legal counsel and tax advisors regarding FIRPTA.

ADDITIONAL PROVISIONS/CONTINGENCIES _____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

DELIVERY OF DOCUMENTS AND WRITTEN NOTICES Unless otherwise stated in this Offer, delivery of documents and written notices to a Party shall be effective only when accomplished by one of the authorized methods specified at lines 668-683.

(1) Personal: giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at line 670 or 671.

Name of Seller's recipient for delivery, if any: _____

Name of Buyer's recipient for delivery, if any: _____

[ ] (2) Fax: fax transmission of the document or written notice to the following number:

Seller: (_____) _____ Buyer: (_____) _____

[ ] (3) Commercial: depositing the document or written notice, fees prepaid or charged to an account, with a commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery, for delivery to the Party's address at line 679 or 680.

[X] (4) U.S. Mail: depositing the document or written notice, postage prepaid, in the U.S. Mail, addressed either to the Party, or to the Party's recipient for delivery, for delivery to the Party's address.

Address for Seller: _____

Address for Buyer: F Street Development, 1134 N. 9th St., Suite 200, Milwaukee, WI 53233

[X] (5) Email: electronically transmitting the document or written notice to the email address.

Email Address for Seller: _____

Email Address for Buyer: scott@fstreetgroup.com, josh@fstreetgroup.com

PERSONAL DELIVERY/ACTUAL RECEIPT Personal delivery to, or Actual Receipt by, any named Buyer or Seller constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.

[X] **ADDENDA:** The attached Addendum is/are made part of this Offer.

This Offer was drafted by [Licensee and Firm] Attorney Josh Lurie, F Street Group

(x) _____ September 29, 2021

Buyer's Signature ▲ Print Name Here ▶ Hayden Properties, LLC Date ▲

(x) _____

Buyer's Signature ▲ Print Name Here ▶ Date ▲

SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS OFFER SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE PROPERTY ON THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS OFFER.

(x) _____

Seller's Signature ▲ Print Name Here ▶ Date ▲

(x) _____

Seller's Signature ▲ Print Name Here ▶ Date ▲

This Offer was presented to Seller by [Licensee and Firm] _____

_____ on _____ at _____ a.m./p.m.

This Offer is rejected _____ _____ This Offer is countered [See attached counter] _____ _____

Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

ADDENDUM
TO
VACANT LAND OFFER TO PURCHASE
(THE "OFFER")

1. Description of Vacant Land. Buyer shall purchase from Seller the vacant land described as Lots 26, 27, 28 and 29, which is known as the Southport Commerce Park Plat No. 3 and the vacant land described as lot 9-5712 (the "Property"), all of which is shown on the attached ***Exhibit A***.

2. Purchase Price of Vacant Land. Buyer shall purchase from Seller the property described in Section 1 above at a cost of $38,000 per acre. The total acreage purchased, as described in Section 1, shall be confirmed by an ALTA survey. Once the amount of acreage is confirmed, this amount will be multiplied by $38,000 to compute the exact Purchase Price. If the Exhibit A acreage is accurate for the Property (as described in Section 1 of the Addendum), then total acreage is 30.44 acres and the purchase price shall be $1,156,720.00.

3. Refundable Earnest Money. Upon the mutual execution of this Offer, Buyer will have three (3) business days to deposit earnest money in the amount of $25,000.00 (the "Earnest Money") with Knight Barry Title Insurance Company, Attn: Michele Schmid.

4. Inspection Period. Buyer shall have ninety (90) days from the mutual execution of this Offer (the "Inspection Period") to cause one or more agents, employees, surveyors, attorneys, engineers, auditors, architects, environmental consultants and other experts at Buyer's choice to inspect any documents related to the Property, including without limitation, site plans, building permits, leases and other agreements, and to inspect, examine, perform or obtain engineering inspections, and/or reports, environmental inspections, tests (including testing and sampling, if recommended by Buyer's environmental consultant), and/or reports, appraisals, or any other investigations or studies which Buyer deems necessary or appropriate, in Buyer's sole and absolute discretion, in order to determine the condition, value and economic feasibility of the Property. In connection therewith, Seller shall deliver to Buyer, true, accurate and complete copies of the following to the extent within the possession or reasonable control of Seller, within ten (10) days of the mutual execution of this Offer: copies of all leases, copies of all permits, complete document set of all architectural and/or other renderings, accounting of all Property related soft costs, all real estate and personal property tax bills for the last two (2) years, copies of any surveys, environmental reports, roof reports, and assessments, soil tests, engineering reports or inspections, and appraisals, a list of all personal property owned by Seller and located at or used in connection with the Property (the "Personal Property"). In the event Buyer is unsatisfied in Buyer's sole and absolute discretion, with the results of any such inspection, investigation or economic evaluation, Buyer may terminate this Offer in its entirety by delivering written notice to Seller prior to the expiration of the Inspection Period and the Earnest Money including all interest earned thereon, shall be immediately refunded to Buyer.

5. Brokerage Commission. The only broker involved in this transaction is CBRE, Inc. (Karl Wiedenman). All commissions shall be paid for by Seller in the amount of eight (8%) percent of the gross sales price received by the Seller.

6. Successors and Assigns. This Offer and all of the terms, covenants, and conditions hereof and the various instruments executed and delivered pursuant hereto shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns and shall survive closing. In particular, Buyer shall be permitted to assign any and all of its rights hereunder.

7. Conflict. In the event of any conflict between the provisions of this Addendum and the attached preprinted form, the provisions of this Addendum shall control.

8. Adjacent Land Contingency. Buyer and Seller acknowledge that if Buyer does not close on the remaining approximately 35 acres that are currently subject to a Right of First Offer by and between Hayden Properties, LLC and/or its assigns and the City of Appleton for land located in the City of Appleton by December 31st, 2021, this Offer shall become null and void, and Buyer shall receive a return of its Earnest Money. In this event, there are no obligations imposed on Buyer or Seller.

9. Bump Out Clause/Right of First Offer Clause. In the event Buyer has not elected to waive its Inspection Period by the date set forth in Section 4 above, Buyer and Seller agree that the land shall become subject to a Right of First Offer, commencing on the date that is the Inspection Period Expiration and expiring sixty (60) days from the Expiration of the Inspection Period ("ROFO Period").

   Upon the Seller receiving a bona fide offer from a 3rd party Buyer for any portion or all of the Property, during the ROFO Period, the Seller shall provide Buyer with written notice within two (2) business days of receipt of that offer. Upon Buyer receiving written notice, Buyer shall have five (5) business days to respond to Seller notifying Seller whether Buyer intends to purchase a portion or all of the Property. If Buyer timely responds to Seller within five (5) business days notifying Seller of its intention to close on the Property, Buyer shall have a forty-five (45) day Inspection Period and shall close on a portion or all of the Property (subject to the bona fide 3rd party offer), no later than thirty (30) days after the Inspection Period is waived or satisfied. Buyer has the right to market the land during the ROFO Period.

10. Closing. This transaction shall be closed no later than forty-five (45) days after the Inspection Period is waived or satisfied by Buyer.

11. Property Condition. Because Buyer is being afforded the option of having the Property inspected, it is expected that Buyer will rely upon the expertise of Buyer's inspectors and the results of their investigation in determining whether to proceed to closing. AS SUCH, BUYER, BY PROCEEDING TO CLOSING, SHALL BE DEEMED TO HAVE PURCHASED THE PROPERTY IN 'AS IS' CONDITION.

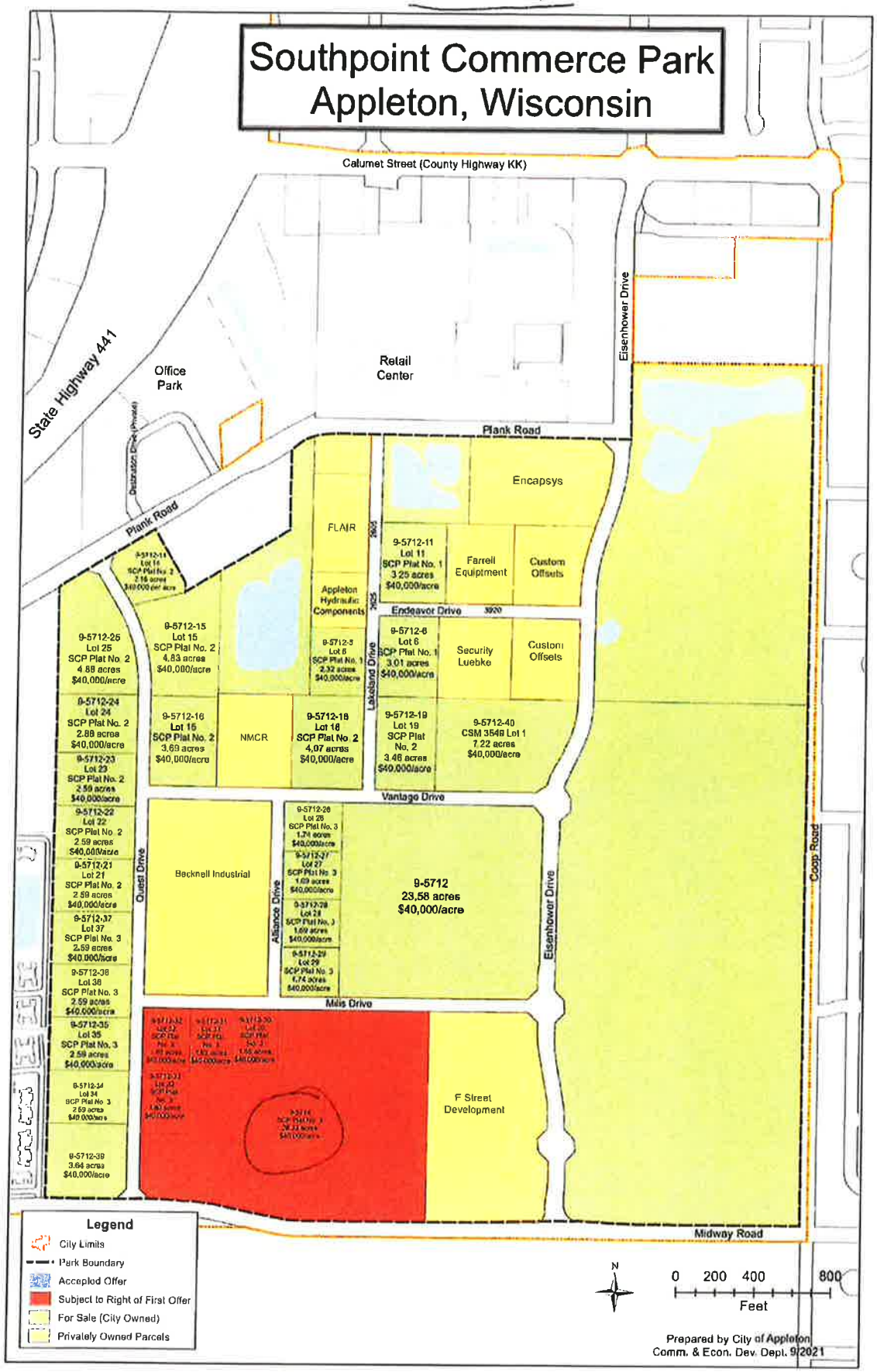
BUYER: HAYDEN PROPERTIES, LLC

By: _____
Scott Lurie, Manager

SELLER: City of Appleton

By: _____
_____, _____

Exhibit A


Southpoint Commerce Park
Appleton, Wisconsin
Calumet Street (County Highway KK)
State Highway 441
Office Park
Retail Center
Eisenhower Drive
Plank Road
Destination Drive (Private)
Encapsys
FLAIR
9-5712-11
Lot 11
SCP Plat No. 1
3.25 acres
$40,000/acre
Farrell Equipment
Custom Offsets
Appleton Hydraulic Components
Endeavor Drive
9-5712-6
Lot 6
SCP Plat No. 1
3.01 acres
$40,000/acre
Security Luebke
Custom Offsets
9-5712-15
Lot 15
SCP Plat No. 2
4.83 acres
$40,000/acre
9-5712-25
Lot 25
SCP Plat No. 2
4.88 acres
$40,000/acre
9-5712-24
Lot 24
SCP Plat No. 2
2.88 acres
$40,000/acre
9-5712-23
Lot 23
SCP Plat No. 2
2.59 acres
$40,000/acre
9-5712-22
Lot 22
SCP Plat No. 2
2.59 acres
$40,000/acre
9-5712-21
Lot 21
SCP Plat No. 2
2.59 acres
$40,000/acre
9-5712-37
Lot 37
SCP Plat No. 3
2.59 acres
$40,000/acre
9-5712-36
Lot 36
SCP Plat No. 3
2.59 acres
$40,000/acre
9-5712-35
Lot 35
SCP Plat No. 3
2.59 acres
$40,000/acre
9-5712-34
Lot 34
SCP Plat No. 3
2.59 acres
$40,000/acre
9-5712-39
3.64 acres
$40,000/acre
9-5712-16
Lot 16
SCP Plat No. 2
3.69 acres
$40,000/acre
NMCR
9-5712-18
Lot 18
SCP Plat No. 2
4.07 acres
$40,000/acre
9-5712-19
Lot 19
SCP Plat No. 2
3.46 acres
$40,000/acre
9-5712-40
CSM 3548 Lot 1
7.22 acres
$40,000/acre
Lakeland Drive
Vantage Drive
Becknell Industrial
Quest Drive
Alliance Drive
9-5712
23.58 acres
$40,000/acre
Eisenhower Drive
Coop Road
Mais Drive
F Street Development
Midway Road
Legend
City Limits
Park Boundary
Accepted Offer
Subject to Right of First Offer
For Sale (City Owned)
Privately Owned Parcels
N
0 200 400 800
Feet
Prepared by City of Appleton
Comm. & Econ. Dev. Dept. 9/2021

Southpoint Commerce Park
Appleton, Wisconsin

Calumet Street (County Highway KK)
State Highway 441
Office Park
Destination Drive (Private)
Plank Road
Retail Center
Eisenhower Drive
Encapsys
FLAIR
Appleton Hydraulic Components
2605
2625
9-5712-11 Lot 11 SCP Plat No. 1 3.25 acres $40,000/acre
Farrell Equiptment
Custom Offsets
Endeavor Drive
3920
9-5712-6 Lot 6 SCP Plat No. 1 3.01 acres $40,000/acre
Security Luebke
Custom Offsets
9-5712-14 Lot 14 SCP Plat No. 2 2.16 acres $40,000 per acre
9-5712-15 Lot 15 SCP Plat No. 2 4.83 acres $40,000/acre
9-5712-5 Lot 5 SCP Plat No. 1 2.32 acres $40,000/acre
9-5712-25 Lot 25 SCP Plat No. 2 4.88 acres $40,000/acre
9-5712-24 Lot 24 SCP Plat No. 2 2.88 acres $40,000/acre
9-5712-16 Lot 16 SCP Plat No. 2 3.69 acres $40,000/acre
NMCR
9-5712-18 Lot 18 SCP Plat No. 2 4.07 acres $40,000/acre
Lakeland Drive
9-5712-19 Lot 19 SCP Plat No. 2 3.46 acres $40,000/acre
9-5712-40 CSM 3549 Lot 1 7.22 acres $40,000/acre
9-5712-23 Lot 23 SCP Plat No. 2 2.59 acres $40,000/acre
Vantage Drive
9-5712-22 Lot 22 SCP Plat No. 2 2.59 acres $40,000/acre
9-5712-21 Lot 21 SCP Plat No. 2 2.59 acres $40,000/acre
Quest Drive
Becknell Industrial
Alliance Drive
Subject Area 30 Acres
Eisenhower Drive
Coop Road
9-5712-37 Lot 37 SCP Plat No. 3 2.59 acres $40,000/acre
9-5712-36 Lot 36 SCP Plat No. 3 2.59 acres $40,000/acre
Milis Drive
9-5712-35 Lot 35 SCP Plat No. 3 2.59 acres $40,000/acre
9-5712-32 Lot 32 SCP Plat No. 3 1.80 acres $40,000/acre
9-5712-31 Lot 31 SCP Plat No. 3 1.65 acres $40,000/acre
9-5712-30 Lot 30 SCP Plat No. 3 1.65 acres $40,000/acre
9-5712-33 Lot 33 SCP Plat No. 3 1.80 acres $40,000/acre
9-5712-34 Lot 34 SCP Plat No. 3 2.59 acres $40,000/acre
9-5714 SCP Plat No. 3 28.33 acres $40,000/acre
F Street Development
9-5712-39 3.64 acres $40,000/acre
Midway Road

Legend
- City Limits
- Park Boundary
- Subject Area
- Right of First Offer
- For Sale (City Owned)
- Privately Owned Parcels

N

0 200 400 800
Feet

Prepared by City of Appleton
Comm. & Econ. Dev. Dept. 6/2021

Exhibit B Deed Restrictions

SOUTH POINT

COMMERCE PARK

Appleton's Newest Business Opportunity

DECLARATION OF COVENANTS AND RESTRICTIONS

APPLICABLE TO ALL PROPERTIES SOLD IN
SOUTHPOINT COMMERCE PARK PLATS NO. 1, 2 & 3

This conveyance is made subject to the following conditions, covenants, and understandings, which shall be binding upon the vendee and his/her heirs, successors, and assigns:

1. ***Setbacks:***

   A. *Front Yard*: No building shall be constructed on the site nearer than forty (40) feet of the right-of-way of any public street. In the case of corner lots, both forty (40) foot setbacks will apply.

   B. *Side and Rear Yards*: Minimum side and rear yards shall be twenty-five (25) feet.

2. ***Land Use:***

   Restrictions on Use. The Restricted Parcel shall be developed and used solely for the following purpose and for no other purpose:

   1. Manufacturing;

   2. Research, development and testing laboratories;

   3. Wholesaling, warehousing and distribution;

   4. Office operations only if they are an integral part of and a necessary adjunct to a permitted use;

   5. Retail sales of products manufactured on site and clearly an accessory use to the primary use of the site and provided on premises sales are limited in floor area to no more than (10) percent of the total gross floor area occupied by the permitted or special use;

   6. Other land uses may be considered for approval by the Community Development Committee if a determination is made that the project fits the development objectives of the City.

3. ***Nuisance Factors and Hazards***

A. In order to protect the interests of all Tenants, no operation shall be conducted which emits offensive or objectionable noise, vibration, smoke, orders, dust, or gases. Precautions should be taken in all research and other approved operations for radiation, radioactivity, fire, and explosion hazards.

B. No fuel or chemical in-ground or outdoor storage shall be allowed in the Park.

4. ***Building Standards***

A. Any building erected shall be at least 7,500 square feet in area and have a gross floor area equal to at least 10 percent of the land area.

B. The maximum ratio of building area (footprint) to total parcel size shall in no event exceed forty (40) percent, exclusive of parking and loading areas. The building footprint, all parking, driveways, and loading areas, when combined, may not exceed seventy (70) percent of the total Parcel size.

C. Buildings shall be designed by an Architect or Engineer. Complete architectural design must be given to all façades of all buildings with all sides and rear elevations being given architectural treatment compatible with the front elevation of the building.

D. This Industrial Park encourages a variety of architectural styles. However, it is intended that a basic harmony of architecture prevail among the buildings so that no one structure detract from the attractiveness of the overall development.

E. The front elevation of the building, any elevation facing a street, and externally visible opaque surfaces shall be a minimum of 75% of materials 1-5 (provided, however, that such list shall not be deemed to exclude the use of other accent or exterior trim materials, glass and glazing, and earth berms). The side and rear building elevations that do not face any street shall be a minimum of 25% of materials (1-5). Exception to this requirement would be limited to (1) expandable building side with prior approval from the Site Plan Review Committee.

1. Brick;

2. Architectural precast concrete panels (surface finish to be painted, stained, or exposed aggregate). When using concrete panels as an exterior surface the architect should be careful to avoid a monolithic or monotonous appearance and the use of various textures, colors and accents will be encouraged.

3. Decorative face concrete block. When using decorative face concrete block as an exterior surface the architect should be careful to avoid a monolithic or monotonous appearance and the use of different types and textures (split face, fluted, scored or striated) to provide variety and relief will be encouraged.

4. Cut stone;

5. Exterior insulation and finish systems (EFIS);

6. Metal panels may be used only in combination with one of the approved materials. Any metal siding proposed for use shall be entirely coated with a color fast, abrasion and corrosion resistant, long life (minimum of 20 years) finish that is resistant to chemicals, withstands temperature extremes, and has a low permeability. Any material utilized to attach the metal siding to the building shall be concealed or the utilization of shadow panels or semi-concealed fastener panels with fasteners painted to match the panels shall be required.

7. Other building materials being developed and to be developed by the construction industry. The use of such materials will be reviewed by the Site Plan Review Committee on a case-by-case basis.

F. Building materials will be selected for their ability to present a visual statement of a building or structure's strength, attractiveness, and permanence. The building materials used shall be harmonious with the natural environment and with the general character of other buildings and structures in the Park.

G. Metal trim materials may be used when in keeping with the architectural and aesthetic character of the building or structure.

H. The Community Development Committee will approve ancillary structures. Approval may be granted only if such structures are necessary to the principal use of the building site, are in architectural and aesthetic conformance with other buildings or structures on the site, are properly screened, meet all requirements of these covenants and are otherwise satisfactory to the Community Development Committee at its sole discretion.

5. ***Landscaping:***

A. *Landscape Plan:* The landscaping upon any building site or lot shall be carried out in accordance with a detailed landscaping plan, which has been reviewed and approved in writing by the City's Site Plan Review Committee. The landscape plan shall include, but not be limited to, plant location, common and botanical names of plant material, planting size, root condition, and quantity of all plant material. The plan shall show all ground cover and mulch areas, landscape and construction materials, and construction details.

B. *Landscaping Methods:* Landscaping may include grading, earth berms, seeding, sodding, raised planters, architectural decorative walls or fencing, trees and shrubs, ground cover and other landscape materials including permanent sprinkler systems, fountains, storm run-off retention ponds, reflective ponds, and landscape lighting.

C. *Plant Material*: Selected plant material should provide for a variety of shade trees, evergreen trees, and shrubs, ornamental trees and shrubs and ground covers. Plant material selection shall take into consideration the following:

1. Disease and insect resistance;

2. Hardiness to the area;

3. The ability to provide seasonal interest;

4. Future maintenance considerations;

5. Ability of plant material to accomplish its intended purpose in each placement.

D. *Time for Completion*: All landscaping shall be completed within ninety (90) days following occupancy, or as soon thereafter as weather will allow if such period occurs within winter months.

E. *Maintenance*: The owner shall be responsible for maintaining all landscaping as approved on the original plan for his site. Any variation or changes to the landscape plan must be reviewed and approved in writing by the Community Development Department. Landscaped areas, materials, fixtures, and improvements shall be maintained by the owner of the building site, or by such owner's long-term lessee(s) in good condition at all times. Such maintenance shall include watering, mowing, trimming, pruning, spraying, fertilizing, repairing, replacement of dead plantings, planting, transplanting, dusting, treating, and other common landscape maintenance activities necessary to keep the building site landscaping in a healthy state of growth and visually attractive in appearance.

If the owner or the owner's assigns fail to maintain the landscaping and site per the approved landscaping plan in this section, the City of Appleton or its Agent may seek an inspection warrant to enter the site and conduct such maintenance and to seek full reimbursement.

6. ***Utility Controls***

All utilities lines shall be located underground where feasible except for high voltage lines. In the event high voltage lines are required, rear locations nearest and parallel with rear lot lines shall be encouraged.

7. ***Parking, Loading***

Off-street parking and loading areas shall be provided on each building site and shall be of sufficient size to accommodate all planned or anticipated parking and loading needs of all site occupants and visitors and comply with the City's Zoning Ordinance regarding parking standards.

1. All truck maneuvering must be confined within the boundaries of the property.

2. All parking, driveways, and loading areas shall be paved.

3. Parking shall be permitted within the minimum front yard setback area; however, it shall be located no closer than fifteen (15) feet to the public right-of-way line. Parking shall be setback a minimum of 6' from the side property line.

Truck loading and receiving areas shall occur in the rear of any buildings or structures on any Lot. Truck loading and receiving areas shall be permitted on the side of such building if sufficient visual screening is installed to screen the dock area from the street.

Truck loading and receiving is normally not permitted in the front of such building unless dictated by the site conditions and only if fully screened from the street. In that event, the Community Development Committee shall review and approve the location of the loading dock. The Community Development Committee may assign this review of plans to the Community Development Department.

8. ***Outdoor Storage***:

No outside storage of any kind shall be permitted unless such stored materials are visually screened from all streets and adjoining properties with a suitable fence, vegetation, berm, or combination thereof approved by the Site Plan Review Committee. Screening shall be attractive in appearance and in keeping with the architectural quality of the main structure. Said storage shall be limited to behind the front line of the building on the property, and within the building setback lines. All refuse containers must be enclosed by a fence of solid material such as will provide a suitable visual screen. No waste material or refuse may be dumped or permitted to remain on any part of the property outside of the buildings. All storage areas shall be paved.

9. ***Roof Mounted Equipment:***

Roof mounted equipment shall be so located and/or screened, and painted to minimize visibility from the street and adjacent owners.

10. ***Signs:***

Identification signs shall be permitted to promote only the name and/or trademark of the owner or tenant of the parcel on which the sign is placed. The signs shall not advertise business services. Signs, lighting, etc., are to be indicated on the final site plan submitted to the Site Plan Review Committee for review.

1. Ground signs must be set back a minimum of 10 feet from the right-of-way line and must be of a low profile design subject to approval by the Committee.

2. Signs may not be of unusual size or shape when compared to the improvements situated on the site on which the sign is located.

3. Signs may not be installed above the roofline of a building.

4. Pole signs are prohibited.

5. Signs may not contain or utilize any flashing, blinking, intermittent or moving light as source of illumination.

6. No signs shall be located in or painted on any window.

7. Building signs must comply with the City Sign Code.

11. ***Maintenance Responsibilities:***

A. Each owner shall keep its property, all contiguous street right-of-way to the edge of the pavement, and all drainage and easement areas in a well -maintained, safe, clean, and attractive condition at all times. Such maintenance includes, but is not limited to the following:

1. The removal of all litter, trash, refuse, and wastes;

2. Compliance with the City's noxious weed control ordinance, including the mowing of all grass areas to a height not over 4";

3. The maintenance of exterior lighting, signs, and mechanical facilities;

4. The keeping of all exterior building surfaces in a cleaned, well-maintained condition;

5. The maintenance of all drainage ways including the removal of all debris, weeds, and silt.

B. The owner of any undeveloped lands shall maintain said lands free of rubbish, noxious weeds, and mosquito breeding pond conditions.

12. ***Site Plan Review:***

Before commencing the construction or alterations of any buildings, additions, enclosures, fences, loading docks, parking facilities, storage yards, or any other structures or permanent improvements on or to the real estate conveyed hereby, the owner shall first submit its building plans, specifications, site and landscape plans, elevations of all sides of the building, samples of materials proposed for all external surfaces including colors and textures, and an artist's rendering of the project or a scale model to the Site Plan Review Committee in accordance with Section 23-171 of the City Zoning Code. Renderings should show adjacent buildings, landscaping, screening, signs etc.

13. ***Repurchase Rights:***

Failure to Build: In the event the owner of land purchased from the City of Appleton does not commence construction of a building within one (1) year after the date of purchase, the City has the option to repurchase said property. The City shall pay the following repurchase price: the sum of the original purchase price and all special assessments which may have been paid by the buyer or levied against the property after the date of purchase minus the sum of any unpaid property taxes, pro-ration of the current years property taxes to date of closing, title insurance policy premium, real estate commission paid at time of original closing, and any liens and encumbrances on the property of a definite or ascertainable amount. Further, repurchase price shall be adjusted by the amount equal to the amount of an option fee for that year had the property been under option between the City and the Buyer. Conveyance shall be by warranty deed.

Resale of Vacant Land: In the event the owner of land purchased from the City of Appleton elects to sell any portion thereof, which is vacant, the property shall first be offered, in writing, to the City of Appleton. The City of Appleton shall have sixty (60) days from date of receipt of such offer to accept or reject repurchase of the property unless an extension of time may be mutually agreed upon and set forth in writing. The purchase price shall be computed as in the paragraph above (Failure to Build). Conveyance shall be by warranty deed. The seller shall furnish a title insurance policy at the seller's expense. In the event the City does not elect to repurchase the property, the owner may sell the land, but these Declarations of Covenants and Restrictions shall run with the land and be binding on the subsequent owner.

14. ***Subdivision of Lots:***

After a lot has been purchased, such lot shall not be further subdivided without the written consent of the Community Development Committee. No owner may sell, lease or rent less than all of the lot without the prior written consent of the Community Development Committee. The Community Development Committee may delegate this approval authority to the Community Development Department. The foregoing prohibition shall not apply to occupancy leases of space in a building made in the ordinary course of business.

15. ***Waiver of Notice:***

All land sold before major assessable improvements are completed in the business park site shall be subject to the purchaser's waiving notice of assessments and hearings, and such waiver shall be part of the negotiations.

16. ***Variances:***

Notwithstanding anything contained herein to the contrary, the City of Appleton expressly reserves the right at any time to authorize in writing variances from the strict applications of these covenants and restrictions, or any one or more of them, where the circumstances, in its sole

and exclusive judgment, justifies the granting of same.

17. ***Enforcement***:

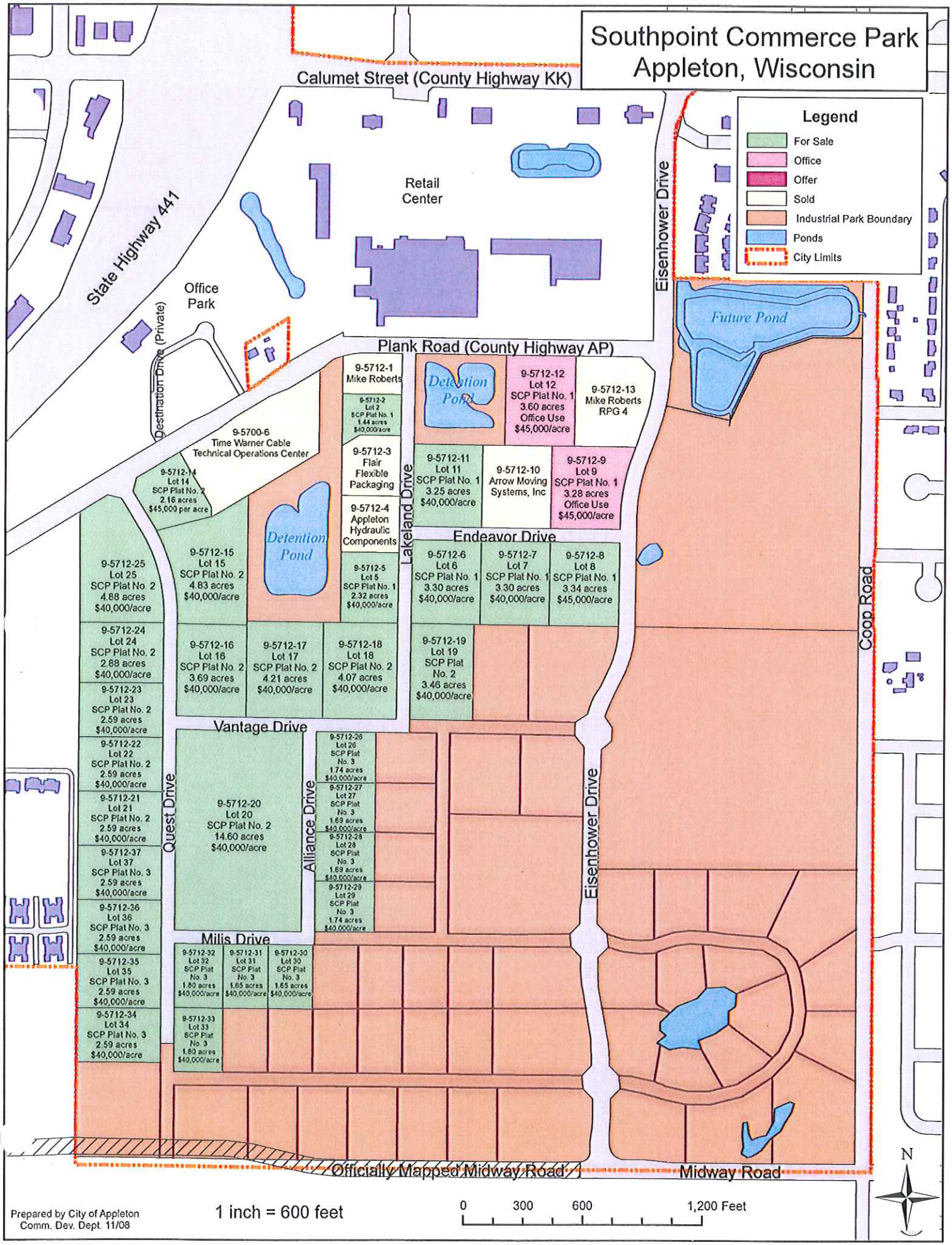
The Community Development Committee has the responsibility to ensure compliance with the covenants and restrictions through any and all lawful means. In the event that the owner fails to perform in accordance with these covenants and restrictions, the Common Council, upon recommendation of the Community Development Committee, may take whatever corrective measures it deems appropriate and assess the cost thereof against the property in the same manner as a special charge. The Common Council shall give at least thirty (30) days notice to the vendee of any violation and the steps required to correct it prior to taking any action to cure such violation.

18. ***Invalidation***:

The invalidation of any one of the covenants or restrictions herein set forth or the failure to enforce any of said covenants and restrictions at the time of its violation shall in no way affect any of the other covenants or restrictions nor be deemed a waiver of the right to enforce the same thereafter.

19. ***Term:***

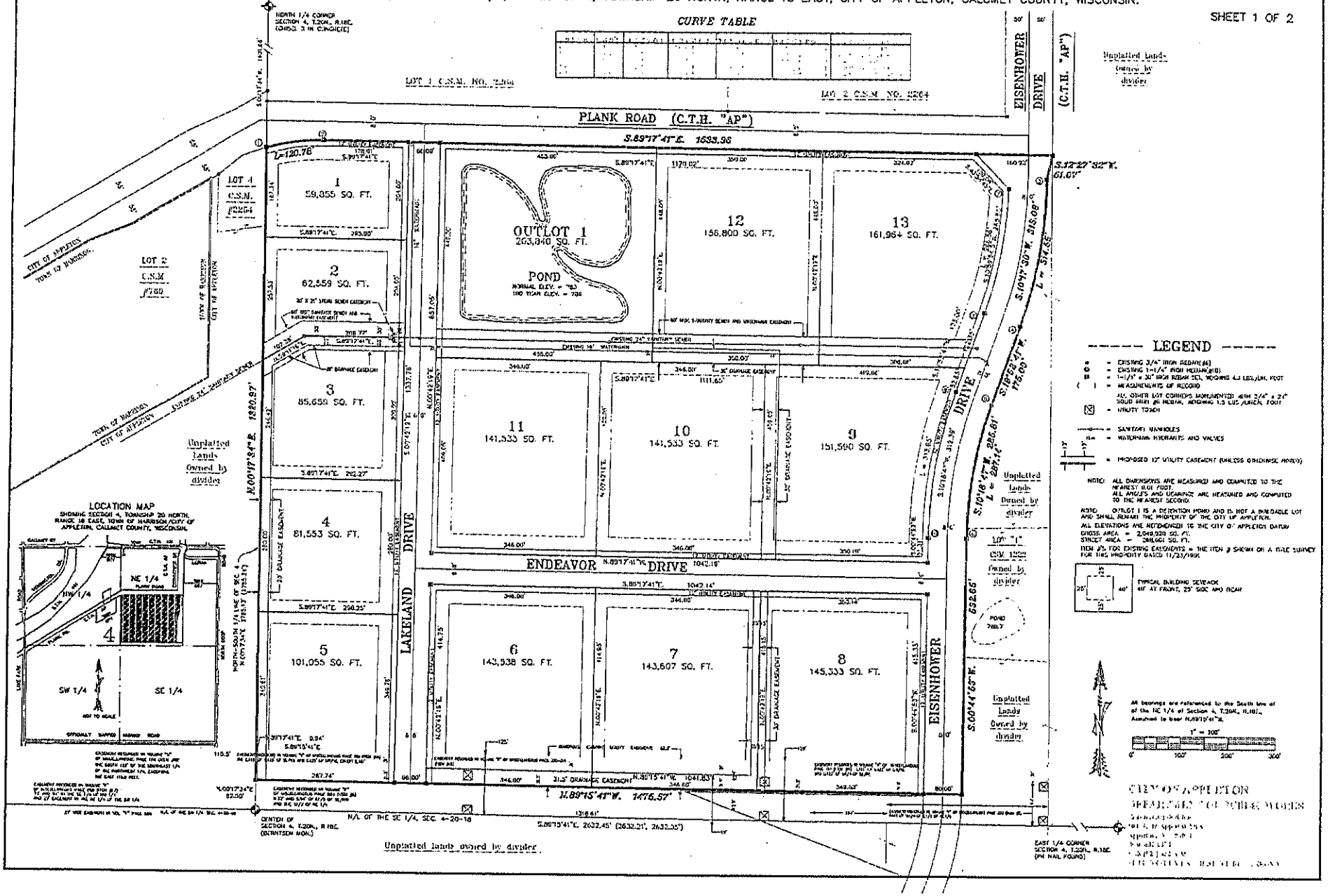
Each lot shall be conveyed subject to the covenants and restrictions set forth herein, all of which are to run with the land and shall be binding on all parties and all persons claiming them for a period of thirty (30) years from the date of this Declaration of Covenants and Restrictions is recorded, after which time said covenants and restrictions as are then in force and effect shall be automatically renewed for successive periods of ten (10) years each, unless an instrument terminating such covenants and restrictions is recorded with the Outagamie County Register of Deeds by the Common Council as evidenced by a resolution duly adopted by a majority of all members of the Common Council.


Southpoint Commerce Park
Appleton, Wisconsin
Legend
For Sale
Office
Offer
Sold
Industrial Park Boundary
Ponds
City Limits
Calumet Street (County Highway KK)
State Highway 441
Retail Center
Office Park
Destination Drive (Private)
Eisenhower Drive
Future Pond
Plank Road (County Highway AP)
9-5712-1 Mike Roberts
9-5712-2 Lot 2 SCP Plat No. 1 1.44 acres $40,000/acre
Detention Pond
9-5712-12 Lot 12 SCP Plat No. 1 3.60 acres Office Use $45,000/acre
9-5712-13 Mike Roberts RPG 4
9-5700-6 Time Warner Cable Technical Operations Center
9-5712-14 Lot 14 SCP Plat No. 2 2.16 acres $45,000 per acre
9-5712-3 Flair Flexible Packaging
9-5712-4 Appleton Hydraulic Components
9-5712-5 Lot 5 SCP Plat No. 1 2.32 acres $40,000/acre
Lakeland Drive
9-5712-11 Lot 11 SCP Plat No. 1 3.25 acres $40,000/acre
9-5712-10 Arrow Moving Systems, Inc
9-5712-9 Lot 9 SCP Plat No. 1 3.28 acres Office Use $45,000/acre
Endeavor Drive
9-5712-6 Lot 6 SCP Plat No. 1 3.30 acres $40,000/acre
9-5712-7 Lot 7 SCP Plat No. 1 3.30 acres $40,000/acre
9-5712-8 Lot 8 SCP Plat No. 1 3.34 acres $45,000/acre
9-5712-25 Lot 25 SCP Plat No. 2 4.88 acres $40,000/acre
9-5712-15 Lot 15 SCP Plat No. 2 4.83 acres $40,000/acre
9-5712-24 Lot 24 SCP Plat No. 2 2.88 acres $40,000/acre
9-5712-16 Lot 16 SCP Plat No. 2 3.69 acres $40,000/acre
9-5712-17 Lot 17 SCP Plat No. 2 4.21 acres $40,000/acre
9-5712-18 Lot 18 SCP Plat No. 2 4.07 acres $40,000/acre
9-5712-19 Lot 19 SCP Plat No. 2 3.46 acres $40,000/acre
9-5712-23 Lot 23 SCP Plat No. 2 2.59 acres $40,000/acre
Vantage Drive
9-5712-22 Lot 22 SCP Plat No. 2 2.59 acres $40,000/acre
9-5712-26 Lot 26 SCP Plat No. 3 1.74 acres $40,000/acre
9-5712-21 Lot 21 SCP Plat No. 2 2.59 acres $40,000/acre
9-5712-20 Lot 20 SCP Plat No. 2 14.60 acres $40,000/acre
Quest Drive
Alliance Drive
9-5712-27 Lot 27 SCP Plat No. 3 1.69 acres $40,000/acre
9-5712-28 Lot 28 SCP Plat No. 3 1.69 acres $40,000/acre
9-5712-29 Lot 29 SCP Plat No. 3 1.74 acres $40,000/acre
9-5712-37 Lot 37 SCP Plat No. 3 2.59 acres $40,000/acre
9-5712-36 Lot 36 SCP Plat No. 3 2.59 acres $40,000/acre
Eisenhower Drive
Coop Road
Milis Drive
9-5712-32 Lot 32 SCP Plat No. 3 1.80 acres $40,000/acre
9-5712-31 Lot 31 SCP Plat No. 3 1.65 acres $40,000/acre
9-5712-30 Lot 30 SCP Plat No. 3 1.65 acres $40,000/acre
9-5712-35 Lot 35 SCP Plat No. 3 2.59 acres $40,000/acre
9-5712-34 Lot 34 SCP Plat No. 3 2.59 acres $40,000/acre
9-5712-33 Lot 33 SCP Plat No. 3 1.80 acres $40,000/acre
Officially Mapped Midway Road
Midway Road
N
Prepared by City of Appleton
Comm. Dev. Dept. 11/08
1 inch = 600 feet
0 300 600 1,200 Feet

SOUTHPOINT COMMERCE PARK PLAT NO. 1

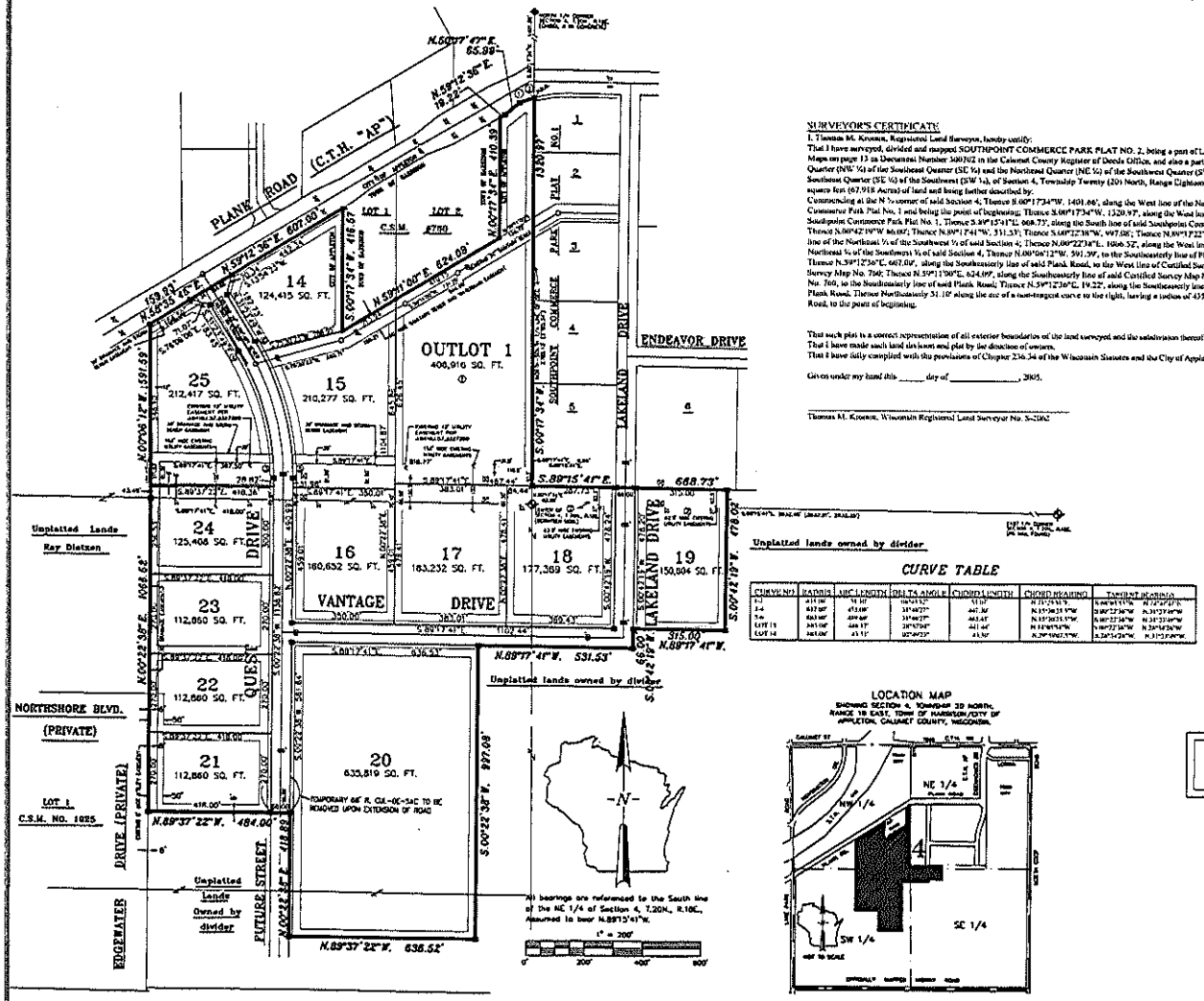
PART OF LOT 4 OF CERTIFIED SURVEY MAP NO. 2264, AND PART OF LOT 1 OF CERTIFIED SURVEY MAP NO. 1222, AND PART OF THE NW 1/4 OF THE NE 1/4, THE NE 1/4 OF THE NE 1/4 THE SW 1/4 OF THE NE 1/4 AND THE SE 1/4 OF THE NE 1/4, IN SECTION 4, TOWNSHIP 20 NORTH, RANGE 18 EAST, CITY OF APPLETON, CALUMET COUNTY, WISCONSIN.

SHEET 1 OF 2



SOUTHPOINT COMMERCE PARK PLAT NO. 2

PART OF LOT 4 OF CERTIFIED SURVEY MAP NO. 2264 AND PART OF THE SW 1/4 OF THE NE 1/4, THE NW 1/4 OF THE SE 1/4, THE NE 1/4 OF THE SW 1/4, THE SE 1/4 OF THE NW 1/4 AND THE SE 1/4 OF THE SW 1/4, IN SECTION 4, TOWNSHIP 20 NORTH, RANGE 18 EAST, CITY OF APPLETON, CALUMET COUNTY, WISCONSIN.



SURVEYOR'S CERTIFICATE:

I, Thomas M. Kroenke, Registered Land Surveyor, hereby certify:

That I have surveyed, divided and mapped SOUTHPOINT COMMERCE PARK PLAT NO. 2, being a part of Lot 4 of Certified Survey Map No. 2264, as recorded in Volume 17 of Certified Survey Maps on page 13 as Document Number 300702 in the Calumet County Register of Deeds Office, and also a part of the Southwest Quarter (SW ¼) of the Northeast Quarter (NE ¼) and the Northwest Quarter (NW ¼) of the Southeast Quarter (SE ¼) and the Northeast Quarter (NE ¼) of the Southwest Quarter (SW ¼) and the Southeast Quarter (SE ¼) of the Northwest Quarter (NW ¼), and the Southeast Quarter (SE ¼) of the Southwest (SW ¼), of Section 4, Township Twenty (20) North, Range Eighteen (18) East, all in the City of Appleton, Calumet County, Wisconsin, containing 42,934,514 square feet (67.918 Acres) of land and being further described by:

Commencing at the N ¼ corner of said Section 4, Thence S.00°17'34"W. 1401.66', along the West line of the Northeast Quarter (NE 1/4) of said Section 4, to the Northwest corner of Southpoint Commerce Park Plat No. 1 and being the point of beginning; Thence S.00°17'34"W. 1320.97', along the West line of said Southpoint Commerce Park Plat No. 1, to the Southwest corner of said Southpoint Commerce Park Plat No. 1; Thence S.89°15'41"E. 668.73', along the South line of said Southpoint Commerce Park Plat No. 1; Thence S.00°42'19"W. 478.02'; Thence N.89°17'41"W. 315.00'; Thence N.00°42'19"W. 86.00'; Thence N.89°17'41"W. 331.53'; Thence S.00°22'38"W. 997.08'; Thence N.89°17'22"W. 616.32'; Thence N.00°22'38"E. 418.99'; Thence N.89°17'22"W. 484.00', to the West line of the Northeast ¼ of the Southwest ¼ of said Section 4; Thence N.00°22'38"E. 1066.52', along the West line of the Northeast ¼ of the Southwest ¼ of said Section 4, to the Northwest corner of the Northeast ¼ of the Southwest ¼ of said Section 4, Thence N.00°06'12"W. 591.39', to the Southeasterly line of Plank Road; Thence N.38°35'45"E. 136.99', along the Southeasterly line of said Plank Road, Thence N.59°12'36"E. 607.00', along the Southeasterly line of said Plank Road, to the West line of Certified Survey Map No. 704; Thence S.00°17'34"W. 416.57', along the West line of said Certified Survey Map No. 704; Thence N.59°11'00"E. 624.09', along the Southeasterly line of said Certified Survey Map No. 704; Thence N.00°17'34"E. 410.39', along the East line of said Certified Survey Map No. 704, to the Southeasterly line of said Plank Road; Thence N.59°12'36"E. 19.22', along the Southeasterly line of said Plank Road; Thence N.59°17'47"E. 65.99', along the Southeasterly line of said Plank Road. Thence Northeasterly 31.10' along the arc of a non-tangent curve to the right, having a radius of 455.00' and the chord of which bears N.71°55'31"E. 31.07', along the South line of said Plank Road, to the point of beginning.

That such plat is a correct representation of all exterior boundaries of the land surveyed and the subdivision thereof made.
That I have made such land division and plat by the direction of owners.
That I have fully complied with the provisions of Chapter 236.34 of the Wisconsin Statutes and the City of Appleton subdivision ordinance in surveying, dividing and mapping the same.

Given under my hand this _____ day of _____, 2005.

_____
Thomas M. Kroenke, Wisconsin Registered Land Surveyor No. S-2862

CURVE TABLE

CURVE NO.	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD LENGTH	CHORD BEARING	TANGENT BEARING
C-1	455.00'	31.10'	04°01'52"	31.07'	N.71°55'31"E.	N.69°54'35"E.
C-2	437.00'	43.00'	05°40'27"	42.98'	N.55°26'35.5"W.	S.00°22'38"W.
C-3	463.00'	409.60'	50°42'27"	396.47'	N.35°26'35.5"W.	N.10°15'09"W.
CURVE 13	383.00'	446.17'	66°43'04"	421.66'	N.16°40'52"W.	N.00°22'38"W.
CURVE 14	463.00'	43.13'	05°20'03"	43.10'	N.29°19'21.5"W.	N.26°39'20"W.

LOCATION MAP

SHOWING SECTION 4, TOWNSHIP 20 NORTH, RANGE 18 EAST, TOWN OF HARRISON/CITY OF APPLETON, CALUMET COUNTY, WISCONSIN.

LEGEND

- ● = EXISTING 3/4" IRON REBAR
- X = EXISTING 1-1/4" IRON REBAR
- ■ = 1-1/4" x 30" IRON REBAR SET, WEIGHING 4.3 LBS./LIN. FOOT
- ( ) = MEASUREMENTS OF RECORD

ALL OTHER LOT CORNERS MONUMENTED WITH 3/4" x 24" IRON REBAR, WEIGHING 1.5 LBS./LINEAL FOOT

- ⊠ = UTILITY TOWER
- ◇ = POWER POLE
- —○— = SANITARY MANHOLES
- Δ— = WATERMAIN HYDRANTS AND VALVES
- ■ ● = STORM SEWER INLETS AND MANHOLES
- 12' 12' = PROPOSED 12' UTILITY EASEMENT (UNLESS OTHERWISE NOTED)

STREET AREA = 232,825 SQ. FT.

ALL DIMENSIONS ARE MEASURED AND COMPUTED TO THE NEAREST 0.01 FOOT.
ALL ANGLES AND BEARINGS ARE MEASURED AND COMPUTED TO THE NEAREST SECOND.

LOT — STREET

TYPICAL BUILDING SETBACK
40' AT FRONT, 25' SIDE AND REAR
(50' REAR YARD AND SIDE YARD IF ABUTTING A RESIDENTIALLY-ZONED DISTRICT)

① OUTLOT 1 IS A DETENTION POND AND IS NOT A BUILDABLE LOT AND SHALL REMAIN THE PROPERTY OF THE CITY OF APPLETON.

② A 27' WIDE UTILITY EASEMENT IS GRANTED WITH THIS PLAT ACROSS LOTS 18 AND 19 AS SHOWN, BEING LOCATED IN THE SOUTHEAST QUARTER(SE 1/4) OF SECTION 4, T.20N., R.18E.

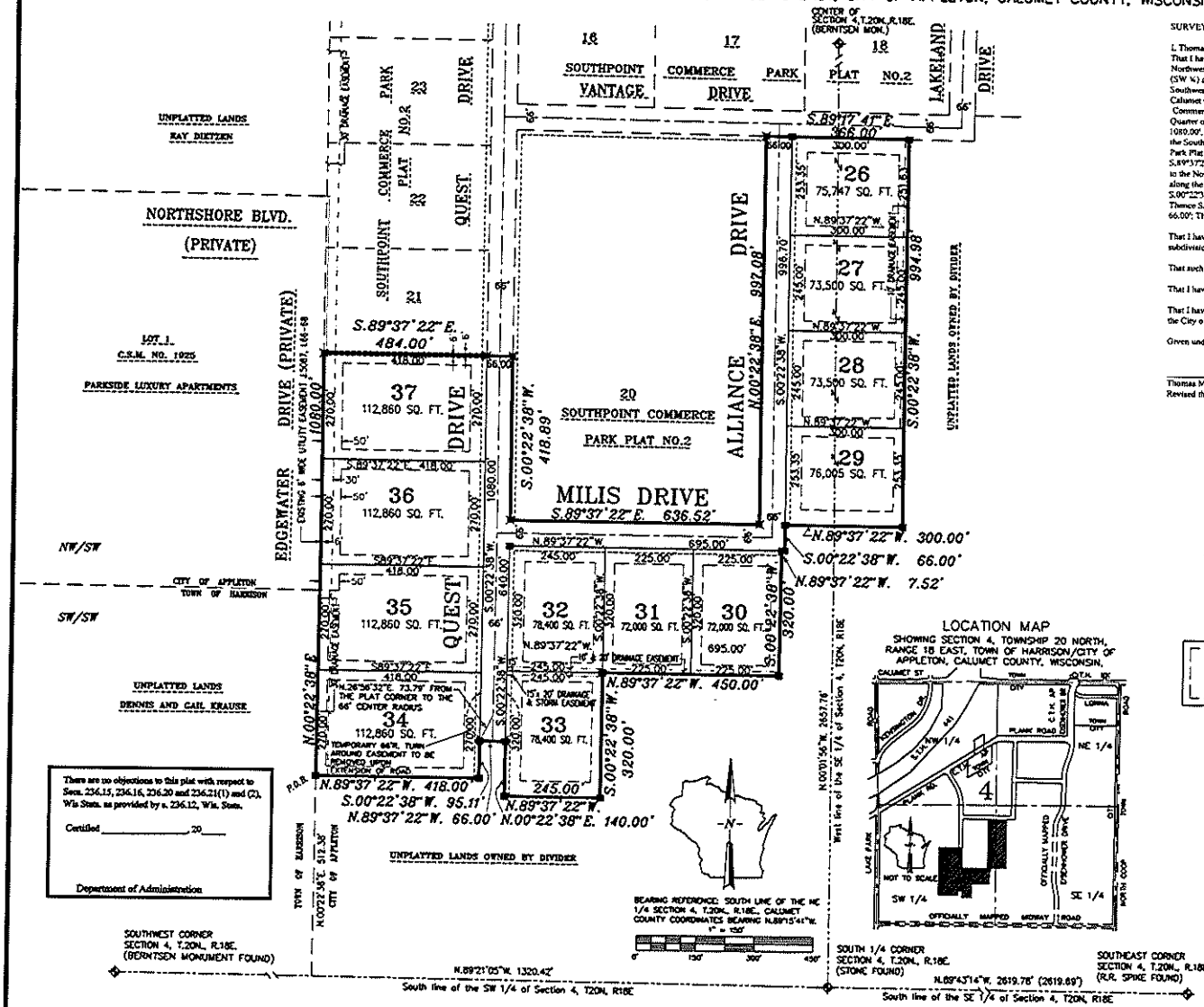
③ THE EXISTING UTILITY EASEMENTS SHOWN ACROSS THE N'LY PART OF LOTS 18-19 AND 24 AND ALSO THE S'LY PART OF LOTS 15, 23 AND OUTLOT 1 WERE GRANTED IN DOCUMENTS RECORDED IN VOL. F ON PG. 352, VOL. F ON PG. 158, VOL. F ON PG. 370, VOL. F ON PG. 600, V-159 AND VOL. F ON PG. 556.

CITY OF APPLETON
DEPARTMENT OF PUBLIC WORKS
Engineering Division
100 North Appleton Street
Appleton, WI 54911
(920) 832-6474
FAX (920) 832-6489
THIS INSTRUMENT DRAFTED BY: T. KROENKE

SOUTHPOINT COMMERCE PARK PLAT NO. 3

SHEET 2

PART OF THE NW 1/4 OF THE SE 1/4, THE NE 1/4 OF THE SW 1/4, THE SW 1/4 OF THE SE 1/4 AND THE SE 1/4 OF THE SW 1/4, IN SECTION 4, TOWNSHIP 20 NORTH, RANGE 18 EAST, CITY OF APPLETON, CALUMET COUNTY, WISCONSIN.



SURVEYOR'S CERTIFICATE

I, Thomas M. Kromm, Registered Land Surveyor, hereby certify:

That I have surveyed, divided and mapped SOUTHPOINT COMMERCE PARK PLAT NO. 3, being a part of the Northwest Quarter (NW ¼) of the Southeast Quarter (SE ¼) and the Northeast Quarter (NE ¼) of the Southwest Quarter (SW ¼) and the Southwest Quarter (SW ¼) of the Southeast Quarter (SE ¼), and the Southeast Quarter (SE ¼) of the Southwest (SW ¼), of Section 4, Township Twenty (20) North, Range Eighteen (18) East, all in the City of Appleton, Calumet County, Wisconsin, containing +1,228,155 square feet (28.1945 Acres) of land and being further described by:

Commencing at the S.¼ corner of said Section 4; Thence N.89°21'05"W. 1320.42', along the South line of Southwest Quarter of said Section 4; Thence N.00°22'38"E. 512.38', to the point of beginning; Thence continuing N.00°22'38"E. 1080.00', to the Southwest corner of Lot 21 of Southpoint Commerce Park Plat No. 2; Thence S.89°37'22"E. 484.00', along the South line of said Lot 21 and the extension thereof, to a point on the West line of Lot 20 of said Southpoint Commerce Park Plat No. 2; Thence S.00°22'38"W. 418.89', along the West line of said Lot 20, to the Southwest corner thereof; Thence S.89°37'22"E. 636.52', along the South line of said Lot 20; Thence N.00°22'38"E. 997.08', along the East line of said Lot 20 to the Northeast corner thereof and also being a point on the South line of Vantage Drive; Thence S.89°17'41"E. 366.00', along the South line of said Vantage Drive; Thence S.00°22'38"W. 994.98'; Thence N.89°37'22"W. 300.00'; Thence S.00°22'38"W. 66.00'; Thence N.89°37'22"W. 7.52'; Thence S.00°22'38"W. 320.00'; Thence N.89°37'22"W. 450.00'; Thence S.00°22'38"W. 320.00'; Thence N.89°37'22"W. 245.00'; Thence N.00°22'38"E. 140.00'; Thence N.89°37'22"W. 66.00'; Thence S.00°22'38"W. 95.11'; Thence N.89°37'22"W. 418.00', to the point of beginning.

That I have fully complied with the provisions of Chapter 236 of the Wisconsin Statutes and the City of Appleton subdivision ordinance in surveying, dividing and mapping the same.

That such plat is a correct representation of all exterior boundaries of the land surveyed and the subdivision thereof made.

That I have made such land division and plat by the direction of owners, shown below.

That I have fully complied with the provision of Chapter 236 of the Wisconsin Statutes, and the subdivision regulations of the City of Appleton in surveying, dividing and mapping the same.

Given under my hand this _____ day of _____, 2006.

_____
Thomas M. Kromm, Wisconsin Registered Land Surveyor No. S-2662
Revised this 5th day of June, 2006

LEGEND

- = EXISTING 3/4" IRON REBAR
- = EXISTING 1-1/4" IRON REBAR
- = 1-1/4" x 30" IRON REBAR SET, WEIGHING 4.3 LBS./LIN. FOOT
- ( ) = MEASUREMENTS OF RECORD
- ALL OTHER LOT CORNERS MONUMENTED WITH 3/4" x 24" IRON REBAR, WEIGHING 1.5 LBS./LINEAL FOOT
- 12' 12' = PROPOSED 12' UTILITY EASEMENT (UNLESS OTHERWISE NOTED)

GROSS AREA = 1,228,155 SQ. FT.
STREET AREA = 177,163 SQ. FT.

ALL DIMENSIONS ARE MEASURED AND COMPUTED TO THE NEAREST 0.01 FOOT.
ALL ANGLES AND BEARINGS ARE MEASURED AND COMPUTED TO THE NEAREST SECOND.

LOT — STREET

TYPICAL BUILDING SETBACK
40' AT FRONT, 25' SIDE AND REAR
(30' REAR YARD AND SIDE YARD 8' ABUTTING A RESIDENTIALLY-ZONED DISTRICT)

APPROVAL AGENCIES
CITY OF APPLETON

AGENCIES HAVING AUTHORITY TO OBJECT
DEPARTMENT OF ADMINISTRATION
CALUMET COUNTY PLANING AND ZONING COMMITTEE

CITY OF APPLETON
DEPARTMENT OF PUBLIC WORKS
Engineering Division
100 North Appleton Street
Appleton, WI 54911
(920) 832-6474
FAX (920) 832-6489
THIS INSTRUMENT DRAFTED BY: T. KROMM

"…meeting community needs…enhancing quality of life."

Finance Department
100 N. Appleton Street
Appleton, WI 54912
920-832-6442

TO: Chairperson Vered Meltzer and Members of the Utilities Committee

FROM: Kelli Rindt, Enterprise Fund Accounting Manager

DATE: September 15, 2021

RE: ***Approve wastewater rate rate increase of 4% to be effective January 1, 2022.***

BACKGROUND:

In 2020, the Wastewater Utility contracted with Trilogy Consulting to complete a comprehensive rate study to evaluate revenue and cash flow needs in anticipation of upcoming capital improvements and decreasing hauled waste revenues. The study, which was approved by Council on October 20, 2020, recommended a six-year schedule of rate adjustments which included a 20 percent overall increase in 2021, which has been implemented, and a series of 4 percent annual increases in 2022 – 2026. As part of the rate approval process in 2020, it was agreed that future rate increases would be reviewed annually by the Utilities Committee and Council.

Since that time, the Utility lost a high-strength industrial customer which put further strains on the financial position of the Utility. This loss was not known at the time the initial study was completed so this decrease in revenue was not factored into the initial recommendations.

This revenue loss was factored into the completion of the Wastewater 2022 Budget which included projected annual revenue needs through 2026 (page 519 of the 2022 Budget and Service Plan). During completion of those projections, which took into consideration the anticipated decrease in both industrial and hauled waste revenues, the necessary funding of upcoming capital projects, and the need to preserve adequate cash reserves, it was determined that the 4 percent increase (which provides an additional $215,000 in revenue) would be necessary in 2022.

RECOMMENDATION:

Staff is requesting approval of the 4% rate increase in wastewater rates as recommended by the 2020 rate study, and detailed on the attached rate sheet, effective January 1, 2022. It is anticipated the rate increase would increase the average residential customer's City Service invoice by slightly less than $3 per quarter.

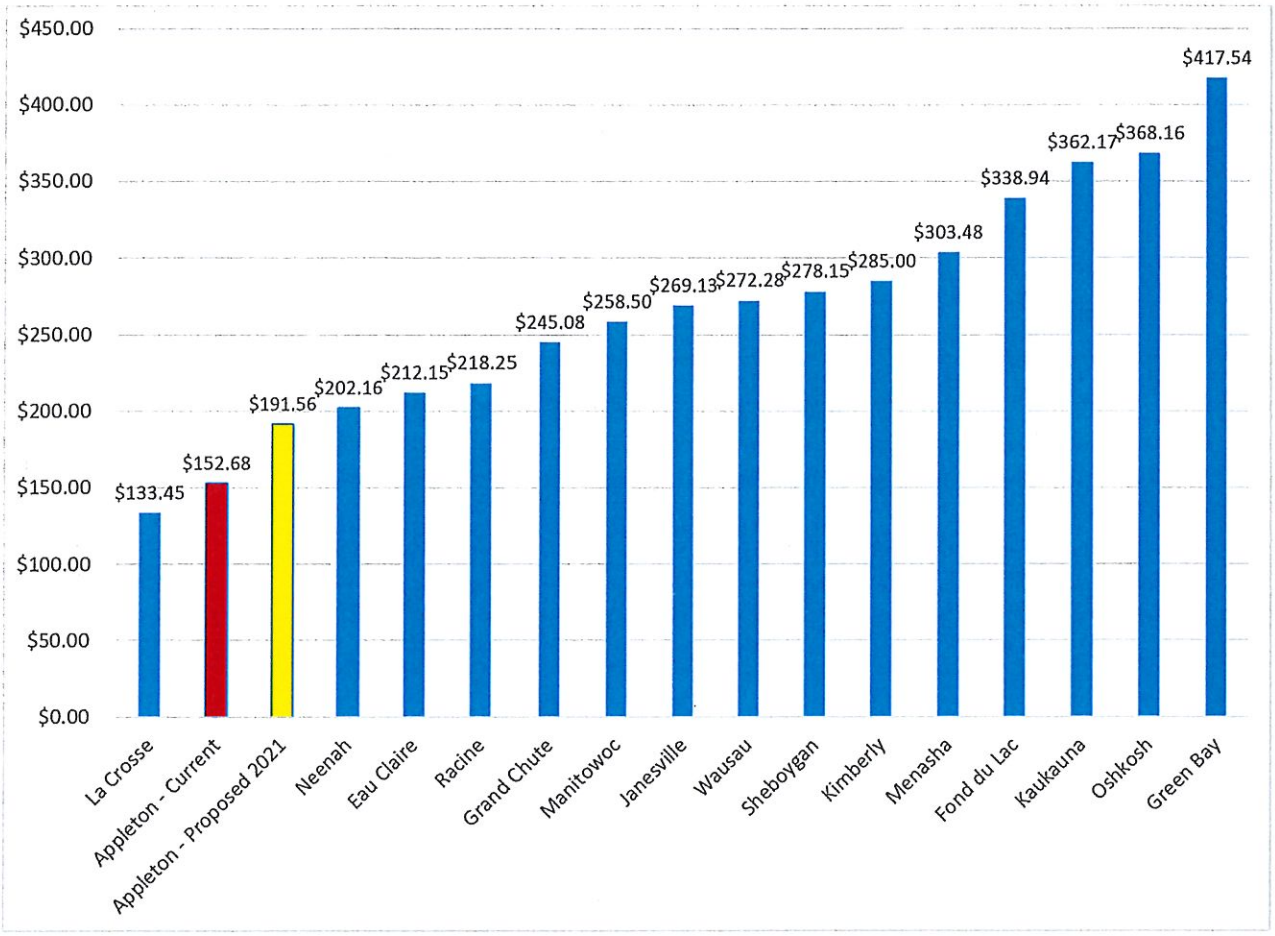
Should you have any questions regarding this project please contact me at phone: 832-6316.

City of Appleton - Proposed Wastewater Rates for 2022

Quarterly Minimum Charge	Meter Size	effective 1/1/2021 Current Rate	effective 1/1/2022 **Proposed Rate**
	5/8	$15.40	**$16.00**
	3/4	$15.40	**$16.00**
	1	$27.70	**$28.80**
	1 1/4	$38.20	**$39.70**
	1 1/2	$49.00	**$51.00**
	2	$75.30	**$78.30**
	2 1/2	$106.60	**$110.90**
	3	$130.60	**$135.80**
	4	$207.70	**$216.00**
	6	$393.40	**$409.10**
	8	$622.00	**$646.90**
	10	$909.70	**$946.10**
	12	$1,204.00	**$1,252.20**
Volume Charge	per/1,000 gallons	$3.61	**$3.75**

	Units	Current Rate	**Proposed Rate**
Industrial Q/Q Rates			
Volume	per/1,000 gallons	$2.34	**$2.43**
BOD	per/100 lbs	$33.80	**$35.15**
TSS	per/100 lbs	$11.40	**$11.86**
Phosphorus	per/100 lbs	$370.75	**$385.58**
TKN	per/100 lbs	$131.14	**$136.39**
Sanitary Waste Haulers			
Volume - Septic Tank	per/ton	$10.20	**$10.60**
Volume - Holding Tank	per/ton	$1.75	**$1.80**
Per Load		$11.30	**$11.75**
Per Customer	per quarter	$17.70	**$18.40**
Hauled Waste Rates			
Tier 1	per/ton	$5.75	**$6.00**
Tier 2	per/ton	$7.95	**$8.30**
Tier 3	per/ton	$13.15	**$13.70**
Tier 4	per/ton	$18.05	**$18.80**
Tier 5	per/ton	$24.00	**$25.00**

Comparison of Annual Wastewater Bills with Peer Communities



COMMUNITY RATE COMPARISON

To provide context for the proposed rates for Appleton, a comparison with the sewer user rates charged by other communities in the region and peer communities around the state was prepared. The basis of the charges, and the estimated total annual bill for a residential customer for each community are shown in the following tables. As shown, for a customer using 36,000 gallons of water per year, the annual sewer bill under the current rates for 2020 would be$152.68. The recommended rates for 2021 would result in an annual bill of $191.56, or an increase of $9.72 per quarter over current rates. Even with the increase, the average bill would remain well below the average or median bill for the other regional and peer communities.

Department of Public Works – Engineering Division

MEMO

TO: Utilities Committee

FROM: Paula Vandehey, Director of Public Works
Pete Neuberger, Project Engineer

DATE: October 6, 2021

RE: Request to Approve Change Order #1 for 2020G Stormwater Consulting Services Contract for Lightning Drive Culverts and Stormwater Practices 60% Preliminary Design with raSmith in an amount not to exceed $20,000.

The Department of Public Works is requesting approval of Change Order #1 for the 2020G Stormwater Consulting Services Contract for Lightning Drive Culverts and Stormwater Practices 60% Preliminary Design with raSmith in an amount not to exceed $20,000. If approved the new not-to-exceed contract amount will be $127,250.

CURRENT CONTRACT SCOPE

The current contract includes the following work:

- Perform detailed modeling of alternatives for stormwater conveyance, flood control and water quality for the streets and culverts to meet City, State, and Federal requirements
- Work iteratively with City designs of the utilities and streets.
- Perform detailed analysis of options for stormwater practices to meet requirements for both street construction and tributary private development areas.
- Develop a Stormwater Management Plan documenting proposed practices to meet City, State, and Federal Stormwater Management requirements.
- Perform 60% design of two Lightning Drive culverts and five stormwater ponds and develop preliminary engineering drawings of these components.
- Prepare permit applications to State and Federal Regulators.

REASON FOR REQUEST

DPW staff and raSmith anticipate the cost to complete work on the 60% design will be up to $20,000 more than the contracted amount. There are two main factors for higher-than-expected costs, which DPW staff believe are justified:

- raSmith discovered an error by others in the FEMA floodplain model that results in the corrected effective floodplain at the crossing location being much wider than the approved model shows. This error has required raSmith to develop additional alternatives for the stream crossing (box culvert and clear span bridge) to avoid and/or minimize increases in the post-project floodplain elevations to meet State and Federal regulations.
- During design development, DPW staff and raSmith identified an opportunity to combine the proposed City Lightning Drive Stormwater Pond L4 with an adjacent stormwater pond planned by the Apple Ridge 2 development into one pond. City staff and raSmith identified estimated savings in the capital and maintenance costs for both parties by combining these ponds. Coordination efforts required to achieve a combined pond exceed the then-anticipated level of effort. With the proposed change, DPW staff anticipate significant overall up-front and on-going cost savings for the City.

CONTRACT FUNDING

If Change Order #1 is approved, $248,269 will remain in the 2021 Stormwater Consulting Budget.

MEMO

"...meeting community needs...enhancing quality of life."

TO: Municipal Services Committee
Human Resources Committee

FROM: Paula Vandehey, Director of Public Works PAV

DATE: October 7, 2021

SUBJECT: **Proposed Modification to the Department of Public Works Table of Organization – CEA and Parking Utility.**

The Department of Public Works has continuously struggled to fill and retain our part-time CEA Service Person Position. We are currently on our fourth unsuccessful process to try to fill this position. In an effort to fill this position, we need to get creative as it is not in the best interest of our CEA customers to have highly paid mechanics performing Service Person tasks, or letting these tasks go indefinitely.

In discussions with Human Resources, the idea developed to combine part-time positions in Parking Utility and CEA into a full-time benefitted position. We believe the pool of applicants will improve with this proposal and that the probability of retaining the employee for a length of time will also improve.

Combining the CEA and Parking Utility positions into one full-time benefitted position will result in a 2022 cost increase of $13,124 for CEA and a cost increase to the Parking Utility of $0. There is no cost increase to the Parking Utility given we would reduce our seasonal part-time budget request from $55,016 to $17,883.

All 2021 costs associated with the proposed change would be covered with vacant salary dollars.

Therefore, I request approval of the proposed modification to the Department of Public Works Table of Organization – CEA and Parking Utility to combine part-time positions into one full-time benefitted position.

C: Tony Saucerman, Finance Director
Jay Ratchman, Human Resources Director
Lisa Lau, Managerial Accountant Coordinator

CITY OF APPLETON

HUMAN RESOURCES DEPARTMENT

100 N. Appleton Street
Appleton, WI 54911
(920) 832-6458
(920) 832-5845
humanresources@appleton.org

To: Human Resources/IT Committee and Common Council Members

From: Jay Ratchman, Human Resources Director

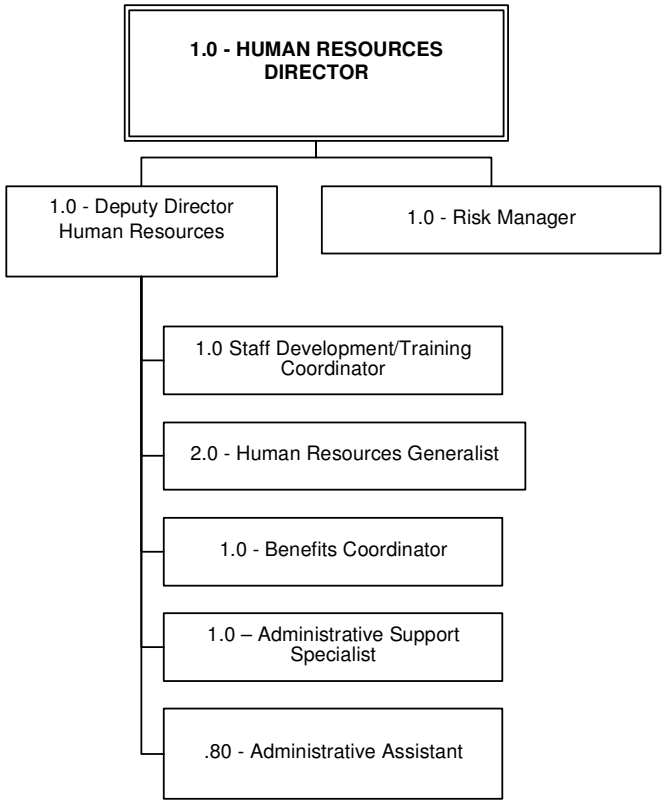
Date: October 4, 2021

Re: Change to the Human Resources Department Table of Organization

After careful consideration, I am proposing a change to the Human Resources department table of organization. This change is to have the Risk Manager report directly to the Human Resources Director, which is more reflective of how our daily operations currently work.

There is no finance impact in making this change.

Please contact me if you have any questions regarding this recommendation.


1.0 - HUMAN RESOURCES DIRECTOR
1.0 - Deputy Director Human Resources
1.0 - Risk Manager
1.0 Staff Development/Training Coordinator
2.0 - Human Resources Generalist
1.0 - Benefits Coordinator
1.0 – Administrative Support Specialist
.80 - Administrative Assistant

Draft 10-7-21

CITY OF APPLETON

HUMAN RESOURCES DEPARTMENT

100 N. Appleton Street
Appleton, WI 54911

(920) 832-6458

(920) 832-5845

humanresources@appleton.org

To: Human Resources/IT Committee and the Appleton Common Council Members

From: Jay Ratchman, Human Resources Director

Date: October 11, 2021

Re: Fringe Benefits Consultant

The City of Appleton current uses USI, Insurance Services (USI) as our broker for our fringe benefit programs. The current agreement with USI is set to expire on 12/31/2021. It is our intent to enter a new three-year agreement with USI, subject to approval by the Human Resources/IT Committee and the Appleton Common Council.

Here is why we choose to renew with USI:

- During the past year USI has helped implement several key cost saving measures. Examples include: transition of our health insurance program to UMR; switching our RX vendor, which has resulted in a significant savings; and negotiating on our behalf for favorable renewals for our dental insurance plan and for health stop loss coverage. These efforts help us effectively manage our programs, while benefitting our employees by keeping costs lower for them as well.
- USI continues to offer several value-added services at no additional cost. Examples include: engaging in strategic benefit discussions; offering a mobile benefits app; providing legal support on employment laws; and assisting with benefit and open enrollment communication materials.
- With this new agreement, the annual fixed consulting fees for USI will reduce to $60,000 (currently at $67,980), which is about a 11.7% reduction in fees. This fixed annual rate is guaranteed for the length of this new agreement.

We have researched and networked extensively with other brokers that serve our market. We are confident in the services provided by USI and the work that they do on our behalf.

Please contact me if you have any questions regarding this recommendation.

Valley Transit

CONNECTING THE FOX CITIES

Memorandum

TO: Fox Cities Transit Commission

FROM: Ron McDonald, General Manager

DATE: October 12th, 2021

RE: Award Recommendation for Outagamie County Rural Service Contract

In addition to fixed-route bus service, Valley Transit offers a rural transportation service for elderly and disabled passengers in the non-urbanized areas of Outagamie County. The service is called Outagamie County Rural Service (OC Rural) and is currently provided by contract with Kobussen Buses LTD. The current agreement expires on December 31st, 2021.

In preparation for this procurement, Valley Transit staff developed a request for proposal (RFP) to select a contractor to provide this service. Staff considered lessons learned, competencies required by the next contractor, and incorporated these areas into the RFP.

The Outagamie County Rural RFP listed the contract length at eighteen months commencing on January 1st, 2022, with options to extend for two additional one-year periods. An 18-month contract was used to end the subsequent agreement on June 30th. This was done to ensure that future contracts begin in the summer, which is a better season to transition to a new contractor versus January 1st.

The RFP document was sent directly to known paratransit vendors; posted on the State of Wisconsin's VendorNet system; and advertised online with the *Post-Crescent, Oshkosh Northwestern, and Green Bay Press-Gazette*. Proposals were due on July 13th, 2021.

ANALYSIS

An evaluation team was assembled to review the proposals. The team included Valley Transit staff and an Outagamie County representative. Each proposal was evaluated based on experience, professional competence, technical approach, understanding and completeness of proposal, capacity & price. The team discussed perceived benefits of both proposals. After considering the written proposals and pricing, the evaluation team unanimously concluded that Running Inc (Viroqua, WI) had proposed the best value for Valley Transit.

Running Inc. was considered responsible based on previous contract performance and references. Running Inc.'s proposal was also deemed responsive by meeting all mandatory requirements listed in the RFP.

In summary, the evaluation committee agreed that Running Inc. proposed adequate staffing to provide the service at all service hours required; a compliant maintenance program; a compliant drug & alcohol testing program; a good understanding of customer service and safety; proper staff training; and sufficient vehicles to operate the service. Running Inc. also has access to Valley Transit's scheduling and reporting software that provides for improved oversight of the contract.

Running Inc.'s rate per ride was lower than Kobussen's. The evaluation team considered it the best value based on each proposal's costs and benefits, including current experience with both contractors. See table below showing per ride rates.

Service	**Kobussen**	**Running**
January 2022 – June 2023	$39.84	$38.55
1st Year Extension	$41.04	$39.71
2nd year Extension	$42.27	$40.90

FISCAL IMPACT

Valley Transit's 2022 proposed operating budget includes $275,007 for the Outagamie County Rural service contract. The estimated local share of $126,868 will be paid by Outagamie County.

RECOMMENDATION

Staff recommends authorization for Valley Transit to enter into an 18-month contract with two 1-year optional extensions with Running Inc to provide Outagamie County Rural Transportation service.

Valley Transit

CONNECTING THE FOX CITIES

TO: Fox Cities Transit Commission

FROM: Ron McDonald, General Manager

DATE: October 12, 2021

RE: **Approval to change Agency Ticket rate**

Background:
Agency tickets for Valley Transit II ADA and VT Connector service are currently $15.00 each. Agency tickets are also purchased for $25.25 each for Valley Transit's Outagamie County Rural and Employment transportation provided by Valley Transit.

All of Valley Transit's Demand Response Services will be provided by a single provider effective January 01, 2022. Valley Transit has contracted with Running, Inc. for the provision of, but not limited to, VT II ADA Paratransit Service, VT Connecter Service, and Valley Transit's Outagamie County Human Services Rural/Employment Service. Passenger may need to use Agency tickets for all of the services noted.

Valley Transit is proposing to implement an Agency ticket price for all paratransit services of $20.00 per ticket. Consequently, Valley Transit's Agency ticket rate will increase from $15.00 to $20.00. The Outagamie Agency Ticket rates will decrease from $25.25 to $20.00.

Valley Transit will not allow old tickets to be used after January 1, 2022. The new tickets will be available for purchase on December 1, 2021. Valley Transit will exchange unused old ticket media purchased from Valley Transit for the new tickets between December 1, 2021 and March 31, 2022. Old tickets that have not been exchanged by March 31, 2022 will have no value.

Recommendation: Approve the change in Agency Ticket rate to $20.00 per ticket.

MEMORANDUM

TO: Fox Cities Transit Commission & City of Appleton Common Council

FROM: Ron McDonald, General Manager

DATE: October 11, 2021

RE: Award Recommendation for Transit Service Planning Support

BACKGROUND

In 2019, Valley Transit and East Central Regional Planning Commission (ECWRPC) undertook a strategic transit service planning process that resulted in a Transit Development Plan (TDP) for Valley Transit. The TDP is a short-term transit plan with recommendations for service improvements over a 5-year horizon. The process included technical support from SRF Consulting Group (SRF). SRF's role included analysis of the existing system, data gathering, public input sessions and development service recommendations. The final TDP was adopted by the Fox Cities Transit Commission on February 25, 2020.

The COVID pandemic emerged a few months after the TDP was adopted. After COVID, all efforts to implement the TDP were suspended as Valley Transit's focus became following public health guidelines and ensuring service for essential trips. During this same period, Valley Transit's driver shortage worsened and resulted in the suspension of peak service beginning on August 30, 2021.

The market and assumptions that shaped the recent TDP have changed significantly. The 2020 TDP requires reassessment and revised recommendations to prepare for transit service in 2022 and moving forward.

ANALYSIS

Valley Transit has had recent discussions with SRF to re-engage this vendor for transit service planning support. The planning support would include: (1) understand changes in ridership and use of Valley Transit's passenger count data; (2) review service recommendations from 2020 TDP and update priorities; (3) develop service restoration scenarios when the driver pool returns to normal; (4) provide local share impacts for service scenarios; and (5) review all scenarios proposed to ensure equity within the community based on Census data.

Valley Transit requested SRF to provide a proposal based on the scope of work above. The proposal addresses all required elements with a schedule anticipating project completion and final report by March 31, 2022. The proposal also includes a presentation of the draft report findings to FCTC.

The method of procurement carefully chosen for this purchase is sole source. The decision to sole source this service was based on an existing work with SRF. SRF has an extensive understanding of Valley Transit and is uniquely positioned to undertake this project given their work on the 2020 TDP. Award to a new contractor would result in a substantial duplication of costs, including additional resources and time to understand Valley Transit's operations, the Fox Cities market and overall strategic planning. A new contractor would need to acquire and re-analyze detailed transit system and Census data to begin the project. All these items above are already understood by SRF. The sole source decision was reviewed and approved by COA purchasing staff.

FISCAL IMPACT

SRF Consulting Group's proposal to provide planning support services totals $24,900. Valley Transit requests an additional 15% contingency ($3,735) for unknown costs. The total project cost with contingency would be $28,635. Valley Transit will use existing 2021 state and federal grants and local share to cover 100% of the total project cost.

RECOMMENDATION

Staff recommends authorization for Valley Transit to complete a sole source procurement and enter a contract with SRF Solutions Group (St Paul, MN) to provide transit service planning support.

Option A - Revised

Option A Wards

Option A Alderperson Districts

DRAFT

Mackville Landfill
Zero Population
(District 13)

District	Population	Ideal	Absolute	Relative
1	5210	5045	165	3.271
2	4816	5045	-229	-4.539
3	4843	5045	-202	-4.004
4	5071	5045	26	0.515
5	4685	5045	-360	-7.136
6	5313	5045	268	5.312
7	5099	5045	54	1.07
8	5202	5045	157	3.112
9	4847	5045	-198	-3.925
10	5175	5045	130	2.577
11	4645	5045	-400	-7.929
12	5338	5045	293	5.808
13	5054	5045	9	0.178
14	5321	5045	276	5.471
15	5059	5045	14	0.278

Total deviation = 13.7%

Ward 17 Combined with Ward 20 to conform with population requirements

Adjusted 39/40 Ward lines to conform with population requirements

Requested Outagamie County Supervisory District change to allow for this section to be in Alderperson District 2 (shown as we requested, County meeting 10/11/2021 at 2pm)

Moved this Ward from District 13 to District 2

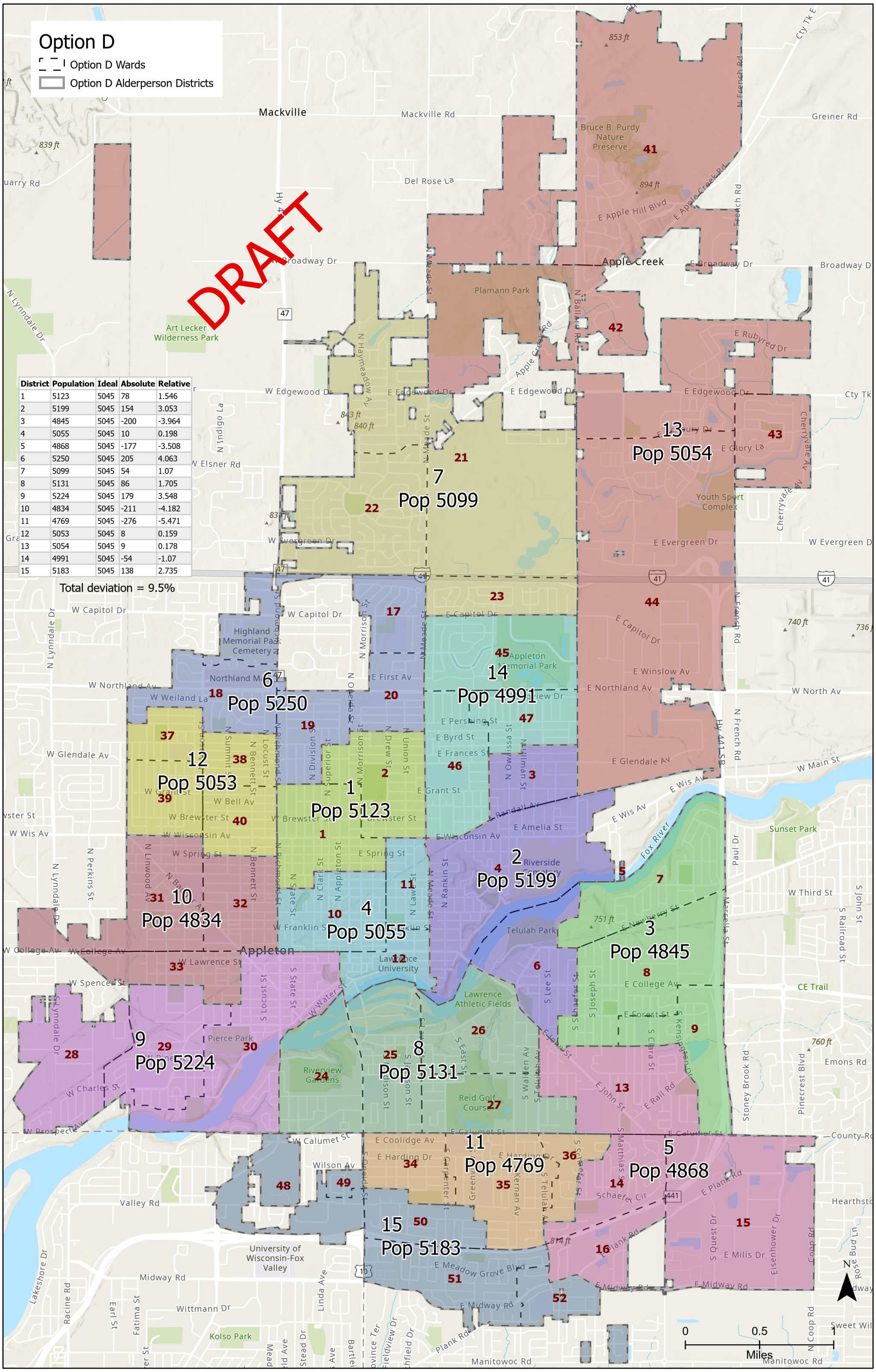
State/County finalized annexation work updating population in Ward 8 - District 3.

County Supervisory Districts could not be changed due to their deviation numbers. Block surrounded by Telulah/ Harding/Schaefer Cir/Jason/ Roeland moved from Ward 13 to Ward 25 to comply with Calumet Supervisory Districts.

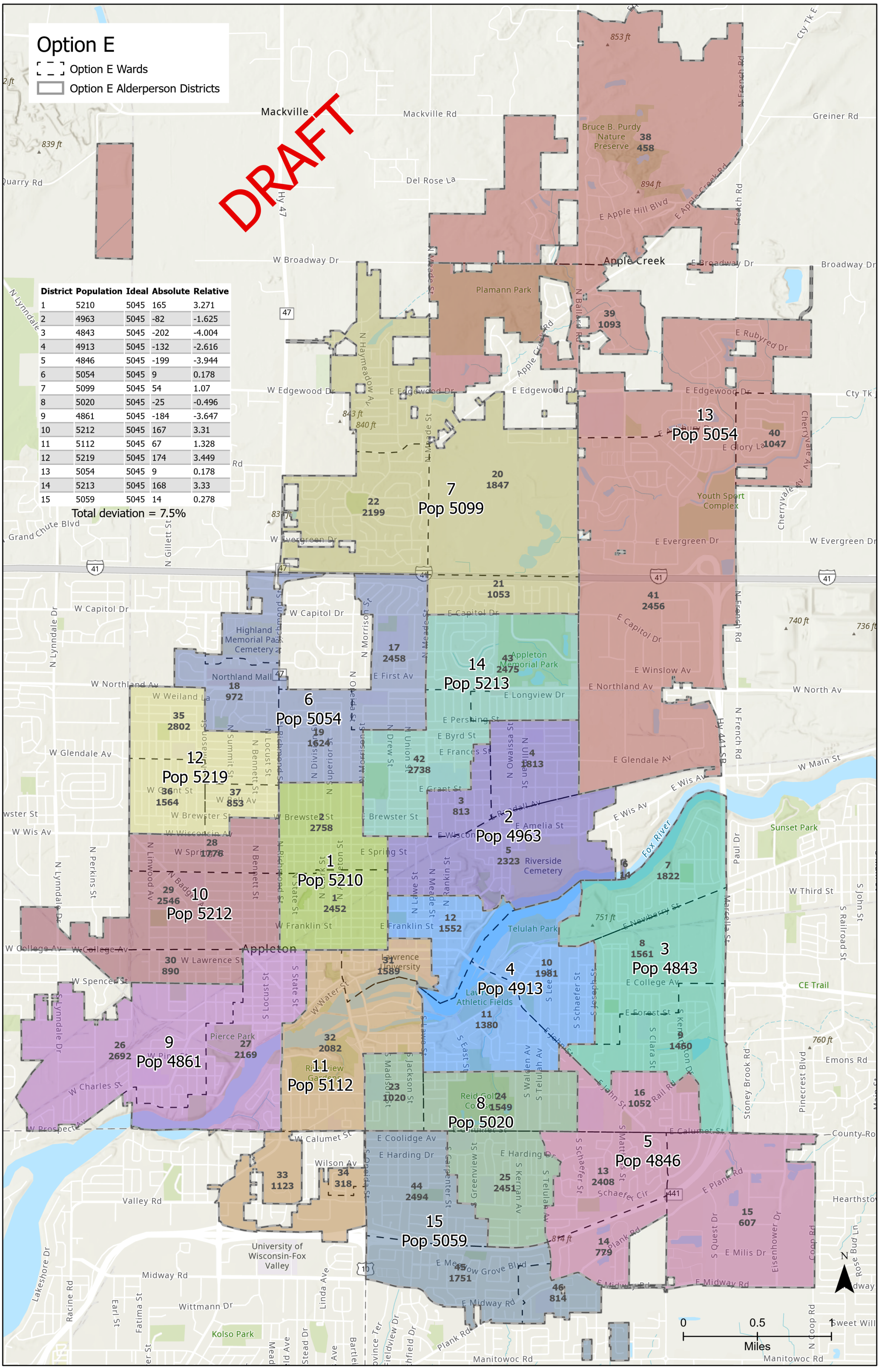
Ward 14 changed to align with County Supervisory District

0 0.5 1 Miles

N



District	Population	Ideal	Absolute	Relative
1	5123	5045	78	1.546
2	5199	5045	154	3.053
3	4845	5045	-200	-3.964
4	5055	5045	10	0.198
5	4868	5045	-177	-3.508
6	5250	5045	205	4.063
7	5099	5045	54	1.07
8	5131	5045	86	1.705
9	5224	5045	179	3.548
10	4834	5045	-211	-4.182
11	4769	5045	-276	-5.471
12	5053	5045	8	0.159
13	5054	5045	9	0.178
14	4991	5045	-54	-1.07
15	5183	5045	138	2.735



District	Population	Ideal	Absolute	Relative
1	5210	5045	165	3.271
2	4963	5045	-82	-1.625
3	4843	5045	-202	-4.004
4	4913	5045	-132	-2.616
5	4846	5045	-199	-3.944
6	5054	5045	9	0.178
7	5099	5045	54	1.07
8	5020	5045	-25	-0.496
9	4861	5045	-184	-3.647
10	5212	5045	167	3.31
11	5112	5045	67	1.328
12	5219	5045	174	3.449
13	5054	5045	9	0.178
14	5213	5045	168	3.33
15	5059	5045	14	0.278

Option F

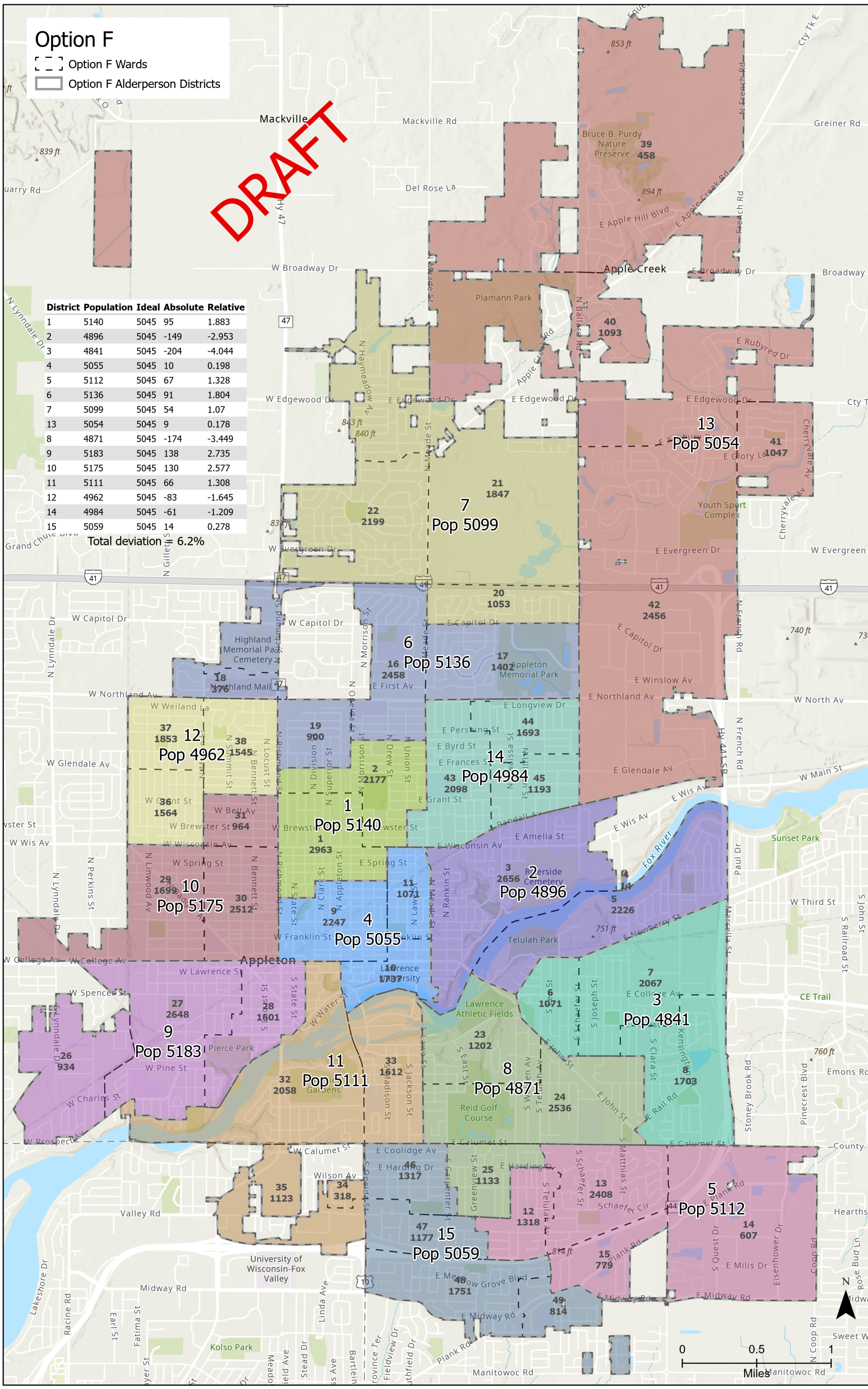
Option F Wards

Option F Alderperson Districts

DRAFT

District	Population	Ideal	Absolute	Relative
1	5140	5045	95	1.883
2	4896	5045	-149	-2.953
3	4841	5045	-204	-4.044
4	5055	5045	10	0.198
5	5112	5045	67	1.328
6	5136	5045	91	1.804
7	5099	5045	54	1.07
13	5054	5045	9	0.178
8	4871	5045	-174	-3.449
9	5183	5045	138	2.735
10	5175	5045	130	2.577
11	5111	5045	66	1.308
12	4962	5045	-83	-1.645
14	4984	5045	-61	-1.209
15	5059	5045	14	0.278

Total deviation = 6.2%



October 18, 2021

Good Afternoon,

Unfortunately, I cannot be present today in-person or virtually for this impromptu redistricting meeting as I am unable to reschedule my son's previously scheduled parent-teacher conferences that require the availability of multiple educators. I thank you for the opportunity to provide my feedback in writing.

Last meeting, I expressed my concern regarding the lack of options we were given to vote on as a committee. I voted for Option D (as did the rest of the members of committee) because I was told there was simply no other choice that fell under the suggested threshold. We were also reminded of the negative ramifications we would face if we were to delay the process further.

Though it is still not entirely clear to me how Options E & F came about, my feeling based on what I have heard is that Option D was the only viable option given the time constraints of the scheduled meeting. With a bit more time, staff was able to provide two new options, and I am grateful to staff for their hard work in providing us alternatives.

I want to remind the committee of the consensus we had reached prior to last week's meeting which was to go with a revised option based on Option A. Only one of Options D-F meets that qualification and that is Option E. Therefore, I believe the correct choice for the committee is to approve Option E.

I am also extremely concerned about the optics of veering away from the consensus we previously reached to entertain either Option D or Option F. Our citizens have asked us multiple times in different ways to give them fair maps. The citizens of Appleton should get to choose their elected officials, not the other way around. It is impossible for me to vote for a map option blind to which of my colleagues may or may not be displaced from their current district as it was for me just a week ago. Remember, the location of the home of a current alder is not one of our considerations in this process. After our last meeting, we heard the reaction of some of our colleagues who were displaced by Option D. That puts us in a position where colleagues could tip the scales based not only on alder location, but also choosing to displace alders they may often disagree with.

Choosing to approve Option E is the only way to move forward in a way that projects and protects the fairness with which this committee has approached the task of redistricting.

Thank You,

Katie Van Zeeland
2020-2021 Common Council Vice-President
Alderperson, District 5

ADOPTED: October 20, 2021
PUBLISHED: October 25, 2021
Office of the City Clerk

70-21

AN ORDINANCE REVISING SECTION 2-3 OF THE GENERAL ORDINANCES OF THE CITY OF APPLETON, RELATING TO BOUNDARIES AND WARDS BE REVISED TO READ:
(Redistricting, 2021)

The Common Council of the City of Appleton does ordain as follows:

Section 1: The City of Appleton shall be divided into forty-seven (47) wards as follows: (Descriptions are based on centerlines of streets, centerline of intersections of two streets, centerline of the Fox River and railroads and exact boundary of the City of Appleton Corporate Limit Line, unless otherwise noted).

THE FIRST WARD

The first ward shall include and contain all that portion of territory lying within the following confines: Commencing at the intersection of College Avenue and Richmond Street and being the point of beginning; thence North on Richmond Street to Winnebago Street; thence East on Winnebago Street to Division Street; thence North on Division Street to Winnebago Street; thence East on Winnebago Street to Drew Street; thence South on Drew Street to College Avenue; thence West on College Avenue to the point of beginning.

THE SECOND WARD

The second ward shall include and contain all that portion of territory lying within the following confines: Commencing at the intersection of Winnebago Street and Richmond Street and being the point of beginning; thence North on Richmond Street to Parkway Blvd.; thence East on Parkway Blvd. to Morrison Street; thence South on Morrison Street to Wisconsin Avenue; thence East on Wisconsin Avenue to Drew Street; thence South on Drew Street to Winnebago Street; thence West on Winnebago Street to Division Street; thence South on Division Street to Winnebago Street; thence West on Winnebago Street to the point of beginning.

THE THIRD WARD

The third ward shall include and contain all that portion of territory lying within the following confines: Commencing at the intersection of Wisconsin Avenue and Meade Street and being the point of beginning; thence North on Meade Street to Grant Street; thence East on Grant Street to Racine Street; thence North on Racine Street to Glendale Avenue; thence East on Glendale Avenue to Racine Street; thence North on Racine Street to Marquette Street; thence East on Marquette Street to McDonald Street; thence South on McDonald Street to Randall Avenue; thence Southwesterly on Randall Avenue to Wisconsin Avenue; thence West on Wisconsin Avenue to the point of beginning.

THE FOURTH WARD

The fourth ward shall include and contain all that portion of territory lying within the following confines: Commencing at the intersection of McDonald Street and Randall Avenue and being the point of beginning; thence North on McDonald Street to Pershing Street; thence East on Pershing Street to Ballard Road; thence South on Ballard Road to Randall Avenue; thence Southwesterly on Randall Avenue to the point of beginning.

THE FIFTH WARD

The fifth ward shall include and contain all that portion of territory lying within the following confines: Commencing at the intersection of Pacific Street and Drew Street and being the point of beginning; thence North on Drew Street to Wisconsin Avenue; thence East on Wisconsin Avenue to Randall Avenue; thence Northeasterly along Randall Avenue and it's extension to the extension of the East line of Outlot 1 of Certified Survey Map No. 7537 as recorded in Volume 2 of Certified Survey Map on page 7537 as document No 2133499, located in the City of Appleton, Outagamie County; thence South along the East line of said Certified Survey Map No. 7537 to an angle point in the corporate limits; thence South along the corporate limits to the main channel of the Fox River; thence West and Southwesterly along the main channel of the Fox River to the Southeasterly extension of Green Bay Court; thence Northwesterly along said extension and then on Green Bay Court to Green Bay Road; thence Southwesterly on Green Bay Road to North Street; thence West on North Street to Wood Street; thence North on Wood Street to Vine Street; thence Northwesterly on Vine Street to Pacific Street; thence West on Pacific Street to the point of beginning.

THE SIXTH WARD

The sixth ward shall include and contain all that portion of territory lying within the following confines: Commencing at the intersection of Green Grove Road and Hammond Avenue and being the point of beginning; thence East on Hammond Avenue to the Corporate limits; thence East and South along the corporate limits to the main channel of the Fox River; thence Westerly along the main channel of the Fox River to the corporate limits; thence North along the corporate limits to the point of beginning.

THE SEVENTH WARD

The seventh ward shall include and contain all that portion of territory lying within the following confines: Commencing at the intersection of Newberry Street and Weimar Court and being the point of beginning; thence North and then Northeasterly and East on Weimar Court to the East line of the of Section 25, T.21N., R.17E., thence North along the East line of said Section 25 to the main channel of the Fox River; thence Northeasterly along the main channel of the Fox River to the East line of Section 29, T.21N., R.18E.; thence South along the East line of said Section 29 to Newberry Street; thence Southwesterly on Newberry Street to the point of beginning.

THE EIGHTH WARD

The eighth ward shall include and contain all that portion of territory lying within the following confines: Commencing at the intersection of Newberry Street and Joseph Street and being the point of beginning; thence Northeasterly on Newberry Street to Marcella Street and the corporate limits; thence South along the corporate limits to College Avenue; thence West on College Avenue to Kensington Drive; thence South on Kensington Drive to Forest Street; thence West on

Forest Street to Fidelis Street; thence South on Fidelis Street to Lourdes Drive; thence West on Lourdes Drive to Joseph Street; thence North on Joseph Street to the point of beginning.

THE NINETH WARD

The nineth ward shall include and contain all that portion of territory lying within the following confines: Commencing at the intersection of John Street and Arlington Street and being the point of beginning; thence Northeasterly on Arlington Street to Lourdes Drive; thence East on Lourdes Drive to Fidelis Street; thence North on Fidelis Street to Forest Street; thence East on Forest Street to Kensington Drive; thence North on Kensington Drive to College Avenue; thence East on College Avenue to the corporate limits; the South on the corporate limits to Calumet Street; thence West on Calumet Street to Kensington Drive; thence North on Kensington Drive to Rail Road; thence Southwesterly on Rail Road to Chickadee Lane; the Northwesterly on Chickadee Lane to Bona Avenue; thence West on Bona Avenue to Midpark Drive; thence South and Southwest on Midpark Drive to John Street; the Northwesterly on John Street to the point of beginning.

THE TENTH WARD

The tenth ward shall include and contain all that portion of territory lying within the following confines: Commencing at the intersection of the College Avenue Bridge and the main channel of the Fox River and being the point of beginning; thence Northeasterly along the main channel of the Fox River to the East line of Section 25, T.21N., R.17E.; thence South along the East line of said Section 25 to Weimar Court; thence West, Southwesterly and South on Weimar Court to Newberry Street; thence East and Northeasterly on Newberry Street to Joseph Street; thence South on Joseph Street to Lourdes Drive; thence West on Lourdes Drive to Arlington Street; thence Southwesterly on Arlington Street to John Street; thence Northwesterly on John Street to College Avenue; thence Northwesterly on College Avenue and the College Avenue Bridge to the point of beginning.

THE ELEVENTH WARD

The eleventh ward shall include and contain all that portion of territory lying within the following confines: Commencing at the intersection of the Lawe Street Bridge and the main channel of the Fox River and being the point of beginning; thence Southeasterly and Northeasterly along the main channel of the Fox River to the College Avenue Bridge; thence Southeasterly on the College Avenue Bridge and College Avenue to John Street; thence Southeasterly on John Street to Weimar Street; thence South on Weimar Street to Fremont Street; thence West on Fremont Street to Lawe Street; thence North and Northwesterly on Lawe Street and the Lawe Street Bridge to the point of beginning.

THE TWELFTH WARD

The twelfth ward shall include and contain all that portion of territory lying within the following confines: Commencing at the intersection of Drew Street and Pacific Street and being the point of beginning; thence East on Drew Street to Vine Street; thence Southeasterly on Vine Street to Wood Street; thence South on Wood Street to North Street; thence East on North Street to Green Bay Road; thence Northeasterly on Green Bay Road to Green Bay Court; thence Southeasterly along Green Bay Court and the Southeasterly extension of Green Bay Court to the main channel of the Fox River; thence Southwesterly and Northwesterly along the main channel of the Fox River to the Southerly extension of Brokaw Place; thence North on Brokaw Place to South Street; thence West on South Street to Meade Street; thence North on Meade Street to

Washington Street; thence West of Washington Street to Drew Street; thence North on Drew Street to the point of beginning.

THE THIRTEENTH WARD

The thirteenth ward shall include and contain all that portion of territory lying within the following confines: Commencing at the intersection of Calumet Street and Telulah Avenue and being the point of beginning; thence East on Calumet Street to Lake Park Road; thence South on Lake Park Road to S.T.H. “441”; thence Southwesterly on S.T.H. “441” to Telulah Avenue; thence North on Telulah Avenue to Roeland Avenue; thence East on Roeland Avenue to Jason Drive; thence North and East on Jason Drive to Schaefer Circle; thence North on Schaefer Circle to Harding Drive; thence Northwesterly on Harding Drive to Telulah Avenue; thence Northwesterly on Telulah Avenue to the point of beginning.

THE FOURTEENTH WARD

The fourteenth ward shall include and contain all that portion of territory lying within the following confines: Commencing at the intersection of Midway Road and Telulah Avenue and being the point of beginning; thence Northerly on Telulah Avenue to S.T.H. “441”; thence Northeasterly on S.T.H. “441” to Lake Park Road; thence South on Lake Park Road to Plank Road; thence Southwesterly on Plank Road to the East line of Aspen Ridge Plat; thence South along the East line of Aspen Ridge Plat to Midway Road; thence West, Northwesterly and Southwesterly on Midway Road to the point of beginning.

THE FIFTEENTH WARD

The fifteenth ward shall include and contain all that portion of territory lying within the following confines: Commencing at the intersection of the corporate limits and Lake Park Road and being the point of beginning; thence North on Lake Park Road to County Highway “KK” (Calumet Street); thence East on County Highway “KK” (Calumet Street) to the corporate limits; thence clockwise along the corporate limits to Lake Park Road and the point of beginning. Excepting all that land along Plank Road (County Highway “AP”) and Lake Park Road not currently within the corporate limits.

THE SIXTEENTH WARD

The sixteenth ward shall include and contain all that portion of territory lying within the following confines: Commencing at the intersection of Schaefer Street and Calumet Street and being the point of beginning; thence North on Schaefer Street to Freemont Street; thence West on Freemont Street to Weimar Street; thence North on Weimar Street to John Street; thence Southeasterly on John Street to Midpark Drive; thence Northeasterly and North on Midpark Drive to Bona Avenue; thence East on Bona Avenue to Chickadee Lane; thence Southeasterly on Chickadee Lane to Rail Road; thence Northeasterly on Rail Road to Kensington Drive; thence Southeasterly and South on Kensington Drive to Calumet Street; thence West on Calumet Street to the point of beginning.

THE SEVENTEENTH WARD

The seventeenth ward shall include and contain all that portion of territory lying within the following confines: Commencing at the intersection of Northland Avenue and the corporate limits in the SE ¼ of Section 14, T.21N., R.17E. and being the point of beginning; thence North and then continue in a clockwise along the Corporate limits to the East line of the NW ¼ of said

Section 14; thence North along the East line of the NW ¼ of said Section 14 to Interstate “41”; thence East on Interstate “41” to Meade Street; thence South on Meade Street to Lindbergh Street; thence West on Lindbergh Street to Oneida Street; thence North on Oneida Street to Northland Avenue; thence East on Northland Avenue to the point of beginning.
And
Commencing at the intersection of Mason Street and Ridgeview Drive and being the point of beginning; thence North on Mason Street to the corporate limits; thence East and then clockwise along the corporate limits to the South line of Interstate “41” at the West line of Richmond Street; thence East to the East line of Richmond Street and the corporate limits; thence South and along the corporate limits to a line lying 362’ m/l North of Northland Avenue; thence East and South along corporate limits to Northland Avenue; thence West on Northland Avenue to Richmond Street; thence North on Richmond Street to Ridgeview Drive; thence West on Ridgeview Drive to the point of beginning.

THE EIGHTEENTH WARD

The eighteenth ward shall include and contain all that portion of territory lying within the following confines: Commencing at the intersection of Lindbergh Street and Mason Street and being the point of beginning; thence North on Mason Street to Northland Avenue; thence West on Northland Avenue to the corporate limits; thence North and continuing in a clockwise direction along the corporate limits line to Mason Street; thence South on Mason Street to Ridgeview Drive; thence East along Ridgeview Drive to Richmond Street; thence South on Richmond Street to Lindbergh Street; thence West on Lindbergh Street to the point of beginning.

THE NINETEENTH WARD

The nineteenth ward shall include and contain all that portion of territory lying within the following confines: Commencing at the intersection of Parkway Boulevard and Richmond Street and being the point of beginning; thence North on Richmond Street to Northland Avenue; thence East on Northland Avenue to Oneida Street; thence South on Oneida Street to Lindbergh Street; thence East on Lindbergh Street to Morrison Street; thence South on Morrison Street to Parkway Boulevard; thence West on Parkway Boulevard to the point of beginning.

THE TWENTIETH WARD

The twentieth ward shall include and contain all that portion of territory lying within the following confines: Commencing at the intersection of Apple Creek Road and the Corporate limits at the West line of the NE ¼ of Section 11, T.21N., R.17E and being the point of beginning; thence North and then continue in a clockwise direction along the corporate limits to Meade Street; thence South on Meade Street to Edgewood Drive; thence East on Edgewood Drive to the corporate limits; thence South and then continue in a clockwise direction along the corporate limits to the intersection of Ballard Road and Edgewood Drive; thence South on Ballard Road to Interstate “41”; thence West on Interstate “41” to Meade Street; thence North on Meade Street to Apple Creek Road; thence Westerly on Apple Creek Road to the point of beginning. Excepting all that land within the afore described boundary that is not currently within the corporate limits.

THE TWENTY-FIRST WARD

The twenty-first ward shall include and contain all that portion of territory lying within the following confines: Commencing at the intersection of Capitol Drive and Meade Street and being the point of beginning; thence North on Meade Street to Interstate “41”; thence East on

Interstate “41” to Ballard Road; thence South on Ballard Road to Capitol Drive; thence West on Capitol Drive to the point of beginning.

THE TWENTY-SECOND WARD

The twenty-second ward shall include and contain all that portion of territory lying within the following confines: Commencing at the intersection of Interstate “41” and the corporate limits in the NE ¼ of Section 15, T.21N., R.17E. and being the point of beginning; thence North and then continue in a clockwise direction along the corporate limits to Apple Creek Road; thence Easterly along Apple Creek Road to Meade Street; thence South on Meade Street to Interstate “41”; thence West on Interstate “41” to the point of beginning. Excepting all that land along Alvin Street, Evergreen Drive and Richmond Street not currently within the corporate limits.

THE TWENTY-THIRD WARD

The twenty-third ward shall include and contain all that portion of territory lying within the following confines: Commencing at the intersection Calumet Street and Oneida Street and being the point of beginning; thence North on Oneida Street to McKinley Street; thence East on McKinley Street to Lawe Street; thence South on Lawe Street to Calumet Street; thence West on Calumet Street to the point of beginning.

THE TWENTY-FOURTH WARD

The twenty-fourth ward shall include and contain all that portion of territory lying within the following confines: Commencing at the intersection of Lawe Street and Calumet Street and being the point of beginning; thence North on Lawe Street to Fremont Street; thence East on Fremont Street to Schaefer Street; thence South on Schaefer Street to Calumet Street; thence West on Calumet Street to the point of beginning.

THE TWENTY-FIFTH WARD

The twenty-fifth ward shall include and contain all that portion of territory lying within the following confines: Commencing at the intersection of S.T.H. “441” and Cypress Street and being the point of beginning; thence North on Cypress Street to Sylvan Avenue; thence West on Sylvan to Greenview Street; thence North on Greenview Street to Roeland Avenue; thence West on Roeland Avenue to Harmon Street; thence North on Harmon Street to Taft Avenue; thence West on Taft Avenue to Carpenter Street; thence North on Carpenter Street to Calumet Street; thence East on Calumet Street to Telulah Avenue; thence Southeasterly on Telulah Avenue to Harding Drive; thence East and Southeasterly on Harding Drive to Schaefer Circle; thence South on Schaefer Circle to Jason Drive; thence West and South on Jason Drive to Roeland Avenue; thence West on Roeland Avenue to Telulah Avenue; thence South and Southeasterly on Telulah Avenue to S.T.H. “441”; thence Westerly on S.T.H. “441” to the point of beginning.

THE TWENTY-SIXTH WARD

The twenty-sixth ward shall include and contain all that portion of territory lying within the following confines: Commencing at the intersection of North line of Prospect Avenue, the corporate limits and the West line of Willow Glen Subdivision and being the point of beginning; thence North and then continuing in a clockwise direction along the corporate limits to Whitman Avenue; thence North on Whitman Avenue to Spencer Street; thence East on Spencer Street to Story Street; thence South on Story Street to Fourth Street; thence West on Fourth Street to Summit Street; thence South on Summit Street to Prospect Avenue; thence West on Prospect

Avenue to Mason Street; thence South on Mason Street to Cedar Street; thence West on Cedar Street to Outagamie Street; thence South on Outagamie Street to Reid Drive; thence Westerly on Reid Drive to Hillcrest Drive; thence North on Hillcrest Drive to Prospect Avenue; thence Southwesterly on Prospect Avenue to the corporate limits; thence Northwesterly, West and South along the corporate limits to Prospect Avenue; thence West on Prospect Avenue to the point of beginning.

THE TWENTY-SEVENTH WARD

The twenty-seventh ward shall include and contain all that portion of territory lying within the following confines: Commencing at the Southwest corner of Section 34, T.21N., R.17E.; thence North along the West line of the SW ¼ of said Section 34 to the South shore of the Fox River and being the point of beginning; thence continue North and then continue in a clockwise direction along the corporate limits to Prospect Avenue; thence Northeasterly on Prospect Avenue to Hillcrest Drive; thence South on Hillcrest Drive to Reid Drive; thence Easterly on Reid Drive to Outagamie Street; thence North on Outagamie Street to Cedar Street; thence East on Cedar Street to Mason Street; thence North on Mason Street to Prospect Avenue; thence East on Prospect Avenue to Summit Street; thence North on Summit Street to Fourth Street; thence East on Fourth Street to Story Street; thence North on Story Street to College Avenue; thence East on College Avenue to Walnut Street; thence South on Walnut Street to Prospect Avenue; thence Southwesterly and West on Prospect Avenue to Memorial Drive; thence South on Memorial Drive and the Memorial Drive Bridge to the Southeast corner of Section 34, T.21N., R17E.; thence West along the South line of the SE ¼ and along the South line of the SW ¼ of said Section 34 to an angle point in the corporate limits; thence North along the corporate limits to the South shore of the Fox River; thence Westerly along the South shore of the Fox River to the point of beginning.

THE TWENTY-EIGHTH WARD

The twenty-eighth ward shall include and contain all that portion of territory lying within the following confines: Commencing at the intersection of Winnebago Street and the corporate limits at the East line of Canadian National Railroad and being the point of beginning; thence North along the corporate limits to Wisconsin Avenue; thence East on Wisconsin Avenue to Summit Street; thence North on Summit Street to Brewster Street; thence East on Brewster Street to Richmond Street; thence South on Richmond Street to Winnebago Street; thence West on Winnebago Street to the point of beginning.

THE TWENTY-NINTH WARD

The twenty-ninth ward shall include and contain all that portion of territory lying within the following confines: Commencing at the intersection of the College Avenue, Lilas Drive and the corporate limits and being the point of beginning; thence North and continue in a clockwise direction along the corporate limits to the Canadian National Railroad located near the East line of the SE ¼ of Section 28, T.21N., R.17E.; thence North along the Canadian National Railroad to to Winnebago Street; thence East on Winnebago Street to Richmond Street; thence South on Richmond Street to College Avenue; thence West on College Avenue to the point of beginning.

THE THIRTIETH WARD

The thirtieth ward shall include and contain all that portion of territory lying within the following confines: Commencing at the intersection of Spencer Street and Story Street and being the point of beginning; thence West on Spencer Street to the corporate limits; thence North, West and

South along the corporate limits to Spencer Street; thence West on Spencer Street to the Canadian National Railroad; thence Northwesterly along the Canadian National Railroad to College Avenue; thence East on College Avenue to Story Street; thence South on Story Street to the point of beginning.

THE THIRTY-FIRST WARD

The thirty-first ward shall include and contain all that portion of territory lying within the following confines: Commencing at the intersection of College Avenue and Appleton Street; thence East on College Avenue to Drew Street; thence North on Drew Street to Washington Street; thence East on Washington Street to Meade Street; thence South on Meade Street to South Street; thence East on South Street to Brokaw Street; thence South on Brokaw Street and the Southerly extension to the main channel of the Fox River; thence Northwesterly and Southwesterly along the main channel of the Fox River to the Oneida Street Bridge; thence Northwesterly on the Oneida Street Bridge and Oneida Street to Appleton Street; thence North on Appleton Street to the point of beginning.

THE THIRTY-SECOND WARD

The thirty-second ward shall include and contain all that portion of territory lying within the following confines: Commencing at the intersection of Prospect Avenue and Memorial Drive and being the point of beginning; thence East and Northeasterly on Prospect Avenue to Walnut Street; thence North on Walnut Street to College Avenue; thence East on College Avenue to Appleton Street; thence Southeasterly on Appleton Street to the Oneida Street Bridge; thence continue Southeasterly on the Oneida Street Bridge to the main channel of the Fox River; thence Northeasterly and Southeasterly along the main channel of the Fox River to the Lawe Street Bridge; thence Southeasterly and South on the Lawe Street Bridge and Lawe Street to McKinley Street; thence West on McKinley Street to Oneida Street; thence South on Oneida Street to Calumet Street also being the South line of the Southeast ¼ of Section 35 T.21N., R.17E.; thence West along the South line of the Southeast ¼ of said Section 35 and the South line of the Southwest ¼ of said Section 35 to the Southwest corner of said Section 35 also being the intersection of Memorial Drive; thence North on Memorial Drive and the Memorial Drive Bridge to the point of beginning.

THE THIRTY-THIRD WARD

The thirty-third ward shall include and contain all that portion of territory lying within the following confines: Commencing at the intersection of the North line of State Highway “441” and Memorial Drive and being the point of beginning; thence North on Memorial Drive and following the corporate limits in a clockwise direction to the Outagamie/Winnebago County line; thence East on the Outagamie/Winnebago County line to the corporate limits at the North ¼ corner of Section 1, T.20N., R.17E.; thence South and then following the corporate limits in a clockwise direction to the West line of Oakwood Heights Plat; thence South and East along said Plat line to the East line of Kerry Lane; thence continue East along the South line of the Replat of Lots 42-51 of Oakwood Heights Plat; thence North along the East line of the Replat of Lots 42-51 of Oakwood Heights Plat to the North line of tax parcel number 31-8-1513-00; thence East along said North line to Oneida Street; thence South on Oneida Street to State Highway “441” and the corporate limits; thence continuing in a clockwise direction along the corporate limits to the point of beginning.

And

The thirty-third ward shall include and contain all that portion of territory lying within the following confines: A part of Lot 2 of Certified Survey Map No. 339 as recorded in Volume 2 of Certified Survey Map on page 339 as document No 845581, located in the City of Appleton,

Winnebago and Outagamie County, Wisconsin, described as follows: All that part of said Lot 2 within Winnebago County.

THE THIRTY-FOURTH WARD

The thirty-fourth ward shall include and contain all that portion of territory lying within the following confines: Commencing at the intersection of the Wilson Avenue, Oneida Street and the corporate limits and being the point of beginning; thence South on Oneida Street to the North line of tax parcel number 31-8-1513-00; thence West along the North line of said tax parcel to the East line of the Replat of Lots 42-51 of Oakwood Heights Plat; thence South and West along said Plat line to West line of Kerry Lane; thence West and along the South line of Oakwood Heights Plat to the West line thereof; thence North along the West line of Oakwood Heights Plat to the corporate limits; thence continue North and in a clockwise direction along the corporate limits to the point of beginning.

THE THIRTY-FIFTH WARD

The thirty-fifth ward shall include and contain all that portion of territory lying within the following confines: Commencing at the intersection of Parkway Boulevard and Mason Street and being the point of beginning; thence North on Mason Street to Glendale Avenue; thence West on Glendale Avenue to the corporate limits at the East line of the Canadian National Railroad; thence North along the corporate limits line to Northland Avenue; thence East on Northland Avenue to Mason Street; thence South on Mason Street to Lindbergh Street; thence East on Lindbergh Street to Richmond Street; thence South on Richmond Street to Parkway Boulevard; thence West on Parkway Boulevard to the point of beginning.

THE THIRTY-SIXTH WARD

The thirty-sixth ward shall include and contain all that portion of territory lying within the following confines: Commencing at the intersection of Wisconsin Avenue and the corporate limits at the East line of Canadian National Railroad and being the point of beginning; thence North along the corporate limits to Glendale Avenue; thence East on Glendale Avenue to Mason Street; thence South on Mason Street to Wisconsin Avenue; thence West on Wisconsin Avenue to the point of beginning.

THE THIRTY-SEVENTH WARD

The thirty-seventh ward shall include and contain all that portion of territory lying within the following confines: Commencing at the intersection of Wisconsin Avenue and Mason Street and being the point of beginning; thence North on Mason Street to Parkway Boulevard; thence East on Parkway Boulevard to Richmond Street; thence South on Richmond Street to Brewster Street; thence West on Brewster Street to Summit Street; thence South on Summit Street to Wisconsin Avenue; thence West on Wisconsin Avenue to the point of beginning.

THE THIRTY-EIGHTH WARD

The thirty-eighth ward shall include and contain all that portion of territory lying within the following confines: Commencing at the intersection of Meade Street and Broadway Drive and being the point of beginning; thence North and in a clockwise direction along the corporate limits to its intersection with the South line of the SW ¼ of Section 31, T.22N., R.18E. at the South line of Lot 34 of Apple Hill Farms; thence West along the South line of the SW ¼ of Section 31, T.22N., R.18E. to Ballard Road and Broadway Drive; thence West on Broadway

Drive to the point of beginning. Excepting all that land along Ballard Road and Broadway Drive not currently within the corporate limits.
And
(Old Landfill) A parcel of land in the Town of Center, Outagamie County, Wisconsin, described as follows: The East ½ of the SE ¼, the SE ¼ of the NE ¼, of Section 33, T.22N., R.17E., and the South 300 feet of the NE ¼ of the NE ¼ of Section 33, T.22N., R.17E., lying West of the West line of the Canadian National Railroad, Outagamie County, WI.

THE THIRTY-NINTH WARD

The thirty-ninth ward shall include and contain all that portion of territory lying within the following confines: Commencing at the intersection of Meade Street and Broadway Drive and being the point of beginning; thence East on Broadway Drive to Ballard Road; thence East along the South line of the SW ¼ of Section 31, T.22N., R.18E. to the corporate limits at a point on the South line of Lot 33, Apple Hill Farms; thence Southeasterly and continue in a clockwise direction along the corporate limits to Edgewood Drive along the South line of the SW ¼ of Section 5, T.21N., R.18E.; thence West on Edgewood Drive to French Road; thence South on French Road to Ashbury Drive; thence West on Ashbury Drive to Ballard Road; thence North on Ballard Road to the intersection of Melody Lane and the corporate limits; thence North and continue in a clockwise direction along the corporate limits to Edgewood Drive at the South line of the SW ¼ of Section 1, T.21N., R17E., thence West on Edgewood Drive to Meade Street; thence North on Meade Street to its intersection with Spartan Drive and the corporate limits; thence East along the corporate limits and continue in a clockwise direction along the corporate limits and then Meade Street to the point of beginning. Excepting all that land within the afore described area that is not currently within the corporate limits.
And
The East 109 feet of the West 578 feet of the South 11 acres of the Southeast ¼ of the Southeast ¼ of Section 1, Township 21 North, Range 17 East, City of Appleton, Outagamie County, Wisconsin, less and excepting premises conveyed and/or used for highway purposes.

THE FORTIETH WARD

The fortieth ward shall include and contain all that portion of territory lying within the following confines: Commencing at the intersection of Edgewood Drive and French Road and being the point of beginning; thence East on Edgewood Drive to the East corporate limits; thence South and West along the corporate limits to French Road; thence North on French Road to the point of beginning. Excepting all that land within the afore described area that is not currently within the corporate limits.

THE FORTY-FIRST WARD

The forty-first ward shall include and contain all that portion of territory lying within the following confines: Commencing at the intersection of Ashbury Drive and Ballard Road and being the point of beginning; thence East on Ashbury Drive to French Road; thence South on French Road to its intersection with the corporate limits; thence continue South and in a clockwise direction along the corporate limits to the intersection of Ballard Road; thence North on Ballard Road to the point of beginning. Excepting all that land within the afore described area that is not currently within the corporate limits.

THE FORTY-SECOND WARD

The forty-second ward shall include and contain all that portion of territory lying within the following confines: Commencing at the intersection of Wisconsin Avenue and Morrison Street and being the point of beginning; thence North on Morrison Street to Lindbergh Street; thence East on Lindbergh Street to Meade Street; thence North on Meade Street to Northland Avenue; thence East on Northland Avenue to Oakwood Court; thence South on Oakwood Court to Pershing Street; thence East on Pershing Street to McDonald Street; thence South on McDonald Street to Marquette Street; thence West on Marquette Street to Racine Street; thence South on Racine Street to Glendale Avenue; thence West on Glendale Avenue to Racine Street; thence South on Racine Street to Grant Street; thence West on Grant Street to Meade Street; thence South on Meade Street to Wisconsin Avenue; thence West on Wisconsin Avenue to the point of beginning.

THE FORTY-THIRD WARD

The forty-third ward shall include and contain all that portion of territory lying within the following confines: Commencing at the intersection of Northland Avenue and Meade Street and being the point of beginning; thence North on Meade Street to Capitol Drive; thence East on Capitol Drive to Ballard Road; thence South on Ballard Road to Pershing Street; thence West on Pershing Street to Oakwood Court; thence North on Oakwood Court to Northland Avenue; thence West on Northland Avenue to the point of beginning.

THE FORTY-FOURTH WARD

The forty-fourth ward shall include and contain all that portion of territory lying within the following confines: Commencing at the intersection of S.T.H. “441” and Oneida Street and being the point of beginning; thence North on Oneida Street to Calumet Street; thence East on Calumet Street to Carpenter Street; thence South on Carpenter Street to Taft Avenue; thence East on Taft Avenue to Harmon Street; thence South on Harmon Street to Roeland Avenue; thence East on Roeland Avenue to Greenview Street; thence South on Greenview Street to Sylvan Avenue; thence East on Sylvan Avenue to Cypress Street; thence South on Cypress Street to S.T.H. “441”; thence Westerly on S.T.H. “441” to the point of beginning.

THE FORTY-FIFTH WARD

The forty-fifth ward shall include and contain all that portion of territory lying within the following confines: Commencing at the intersection of Midway Road, Oneida Street and the corporate limits and being the point of beginning; thence North along the corporate limits to S.T.H. “441”; thence Easterly on S.T.H. “441” to Telulah Avenue; thence Southerly on Telulah Avenue to Meadow Grove Blvd.; thence Westerly on Meadow Grove Blvd. to Kernan Avenue; thence South, Southeasterly and South on Kernan Avenue to the corporate limits; thence West and continue in a clockwise direction along the corporate limits to the point of beginning.

THE FORTY-SIXTH WARD

The forty-sixth ward shall include and contain all that portion of territory lying within the following confines: Commencing at the intersection of Meadow Grove Blvd. and Kernan Avenue and being the point of beginning; thence Easterly on Meadow Grove Blvd. to Telulah Avenue; thence Southerly on Telulah Avenue to Plank Road; thence Northeasterly on Plank Road to Midway Road; thence Southeasterly on Midway Road to the corporate limits; thence South and continue in a clockwise direction along the corporate limits to Kernan Avenue; thence Northerly, Northwesterly and North on Kernan Avenue to the point of beginning. Excepting all

that land within the afore described area that is not currently within the corporate limits.
And
All of the First Addition to Cedar Ridge Estates, being a part of the Southwest quarter of the Northeast ¼ of Section 8, T.20N., R.18E. and also Pine Tree Estates, being located in the Southeast ¼ of the Northwest ¼ of Section 8, Township 20 North, Range 18 East Town of Harrison, Calumet County, Wisconsin.

THE FORTY-SEVENTH WARD

The forty-seventh ward shall include and contain all that portion of territory lying within the following confines: (Water Intake Site) A parcel of land in Government Lot 4, Section 18, T.20N., R.18E., Town of Harrison, Calumet County, Wisconsin, described as follows: Commencing at the intersection of the north shore of Lake Winnebago with the west line of said Government Lot 4; thence easterly, along the north shore of Lake Winnebago, 33.00' to the east line of public road, as a point of beginning; thence continuing Easterly, along the north shore of Lake Winnebago, 160.00'; thence north, parallel with the W/L of Government Lot 4, 280.00'; thence west, at right angles to the West line of Government Lot 4, 160.00' to the East line of a public road; thence south along the East line of a public road 280.00'+/- to the north shore of Lake Winnebago, as the point of beginning and containing 1.0 acres of land more or less.

Section 2: This Ordinance shall be effective on January 1, 2022 and shall govern the adjustment of aldermanic districts for the purpose of elections subsequent to January 1, 2022.

Section 3: This is a charter ordinance and it shall take effect sixty (60) days after its passage and publication, unless within such sixty (60) days a petition for a referendum is filed pursuant to Section 66.01 of the Wisconsin Statutes in which event this ordinance shall not become effective until approved by a majority of the electors voting thereon.

Dated: October 20, 2021

_____ _____

Jacob A. Woodford, Mayor Kami Lynch, City Clerk