



City of Appleton

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

Meeting Agenda - Final-revised Community & Economic Development Committee

Wednesday, May 10, 2017

4:30 PM

Council Chambers, 6th Floor

1. Call meeting to order
2. Roll call of membership
3. Approval of minutes from previous meeting

[17-644](#) CEDC Minutes from 4-12-17

Attachments: [CEDC Minutes 4-12-17.pdf](#)

4. Public Hearings/Apearances

[17-645](#) Presentation by Pam Seidl, Executive Director of Fox Cities Convention & Visitors Bureau, of the Destination NEXT Multi-User Online Diagnostic Tool Results: Fox Cities

Attachments: [Fox Cities DestinationNEXT Assessment - Summary.pdf](#)

5. Action Items

[17-646](#) Request to approve the City of Appleton maintain its current selling prices for industrial park land as described in the attached documents

Attachments: [Land Value Memo 4-21-17.pdf](#)

[Southpoint11_17.pdf](#)

[Industrial Land Price Comparison 4-7-17.pdf](#)

[Sales Ask Price Comparison 4-7-17.pdf](#)

[Industrial Land Listings 4-18-17.pdf](#)

- [17-685](#) Request to approve the Offer to Purchase from Alco Tech to purchase Lot 8, Plat 1 of Southpoint Commerce Park, consisting of approximately 3.34 acres, at a purchase price of \$150,300 (\$45,000 per acre) and staff be authorized to negotiate and execute a development or like agreement providing City investment in the project of up to 50% of the land purchase amount

Attachments: [Alco Tech Cover Ltr.pdf](#)
[AlcoTechMemo_Lot 8 Plat 1 Southpoint_5-4-17.pdf](#)
[Alco Tech OTP vacant land updated 05-03-17 .pdf](#)
[Alco Tech Map.pdf](#)

- [17-686](#) The Community and Economic Development Committee may go into closed session pursuant to State Statute § 19.85(1)(e) for the purpose of discussing real estate negotiations regarding the potential sale of Lot 8 of Plat 1 in the Southpoint Commerce Park and then reconvene into open session

- [17-716](#) ****CRITICAL TIMING**** Request to award Vantage Drive and Milis Drive gas, electric, and lighting project as sole source contract to WE Energies in the amount of \$100,983.17 with a 10% contingency of \$10,098.32 for a project total not to exceed \$111,081.49

Attachments: [Vantage Milis Gas Elec Memo5-10-17.pdf](#)
[3803259 Vantage Drive Lighting.pdf](#)
[3850623 Milis Drive Lighting.pdf](#)
[3802081 Vantage Drive Natural Gas Cost Packet.pdf](#)
[3948673 Milis Drive Natural Gas Cost Packet.pdf](#)
[3801595 Vantage Drive Line Extension.pdf](#)
[3850159 Milis Drive Line Extension.pdf](#)
[SouthpointGasandElec.pdf](#)

- [17-647](#) Organizational Matters:
1. Elect a Vice-Chair
2. Designate a Contact Person

6. Information Items

- [17-648](#) 2016 Growth Report for the City of Appleton

Attachments: [2016 Growth Report Summary_CEDC 5-10-17.pdf](#)
[2016 Growth Report.pdf](#)

- [17-649](#) Neighborhood Program Spring Meeting

Attachments: [NeighborhoodProgramSpringMeeting2017_Flyer.pdf](#)

7. Adjournment

Notice is hereby given that a quorum of the Common Council may be present during this meeting, although no Council action will be taken.

Any questions about items on this meeting are to be directed to Karen Harkness, Director, Community and Economic Development Department at 920-832-6468.

Reasonable Accommodations for Persons with Disabilities will be made upon Request and if Feasible.



City of Appleton

100 North Appleton Street
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Meeting Minutes - Final Community & Economic Development Committee

Wednesday, April 12, 2017

5:00 PM

Council Chambers, 6th Floor

1. Call meeting to order

Meeting called to order at 5:02 p.m.

2. Roll call of membership

Mann arrived at 5:03 p.m.

Present: 5 - Coenen, Baranowski, Mann, Reed and Siebers

Others present:

Djuanna Hugdahl, Appleton Downtown Inc.

Anne Wiegman, Appleton Downtown Inc.

Ryan Roth, Habitat for Humanity

3. Approval of minutes from previous meeting

[17-430](#)

CEDC Minutes from 3-8-17

Attachments: [CEDC Minutes 3-8-17.pdf](#)

Baranowski moved, seconded by Siebers, that the Minutes be approved. Roll Call. Motion carried by the following vote:

Aye: 4 - Coenen, Baranowski, Reed and Siebers

Excused: 1 - Mann

4. Public Hearings/Apearances

[17-431](#)

Presentation by Pam Seidl, Executive Director of Fox Cities Convention & Visitors Bureau, of the Destination NEXT Multi-User Online Diagnostic Tool Results: Fox Cities

Attachments: [Fox Cities DestinationNEXT Assessment - Summary.pdf](#)

Presentation is re-scheduled to the May 10 CEDC meeting.

5. Action Items

[17-456](#)

Request to approve recommended funding for 2017 sponsorship requests from the Fox Cities Regional Partnership, Appleton Downtown, Inc., and Habitat for Humanity as outlined in the attached documents

Attachments: [Sponsorships Memo to CEDC 4-12-17.pdf](#)
[Sponsorship Requests April 2017.pdf](#)
[Fox Cities Chamber Sponsorships.pdf](#)
[Talent Upload Fall 2016 Final Report.pdf](#)
[ADI Sponsorships.pdf](#)
[Habitat for Humanity Sponsorship.pdf](#)

Baranowski moved, seconded by Siebers, that the Report Action Item be recommended for approval. Roll Call. Motion carried by the following vote:

Aye: 5 - Coenen, Baranowski, Mann, Reed and Siebers

6. Information Items

[17-432](#)

City of Appleton Community Development Block Grant (CDBG) Fact Sheet provided to the State at their request

Attachments: [COA CDBG Fact Sheet.pdf](#)

This Presentation was presented and discussed.

7. Adjournment

Baranowski moved, seconded by Siebers, that the meeting be adjourned at 5:20 p.m. Roll Call. Motion carried by the following vote:

Aye: 5 - Coenen, Baranowski, Mann, Reed and Siebers

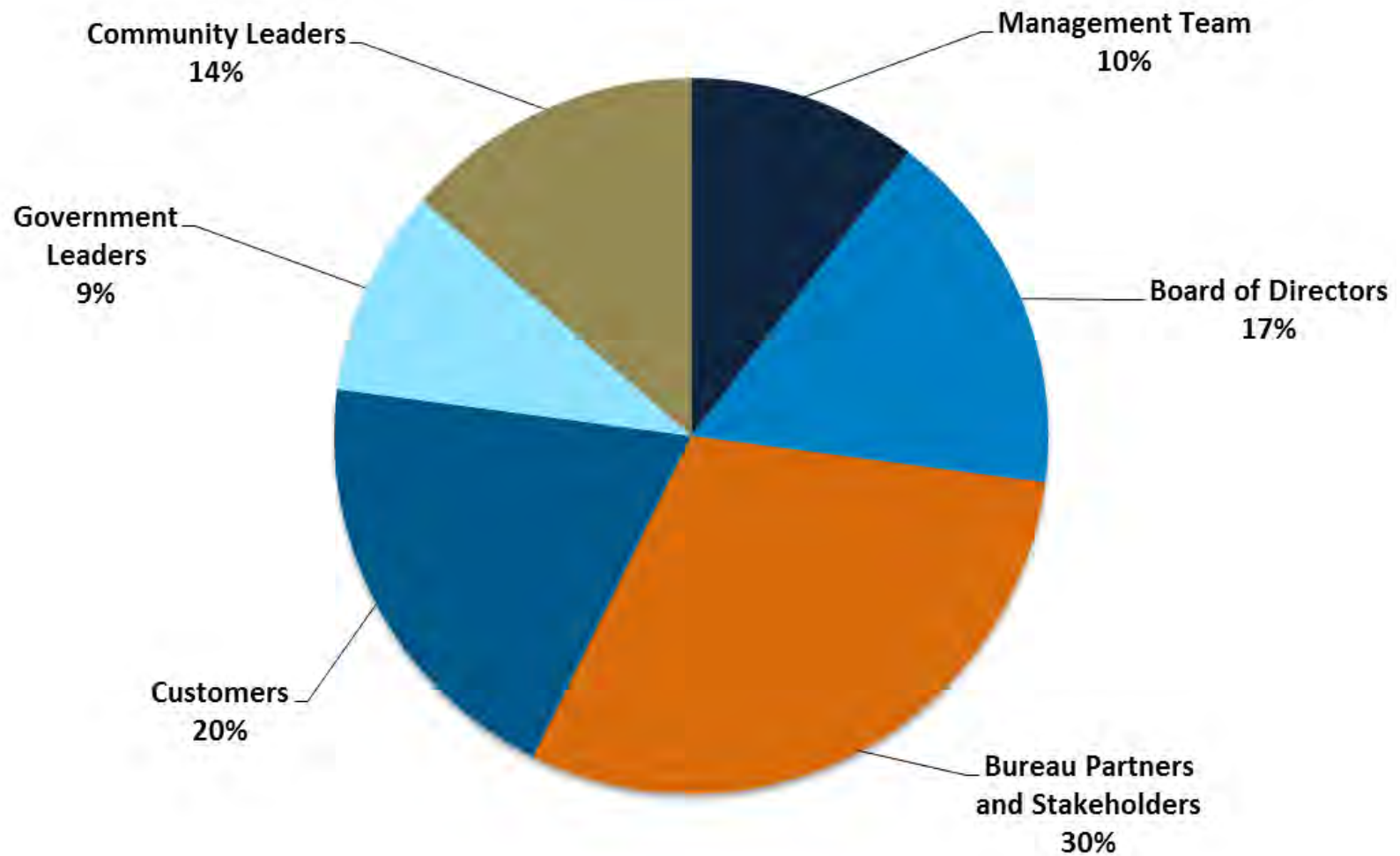
DESTINATION



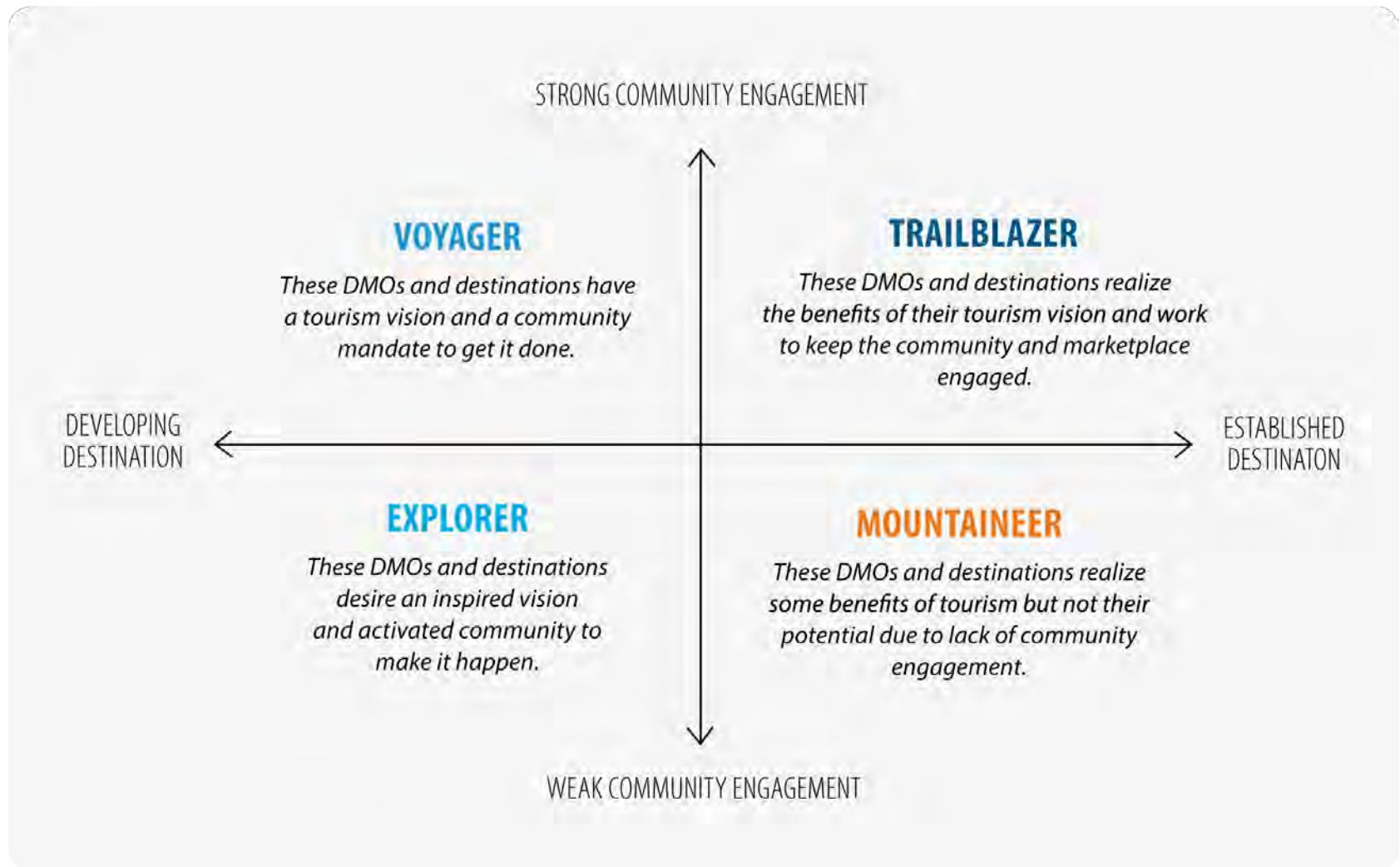
Multi-User Online Diagnostic Tool Results: **Fox Cities**

Pam Seidl
Executive Director
Fox Cities Convention & Visitors Bureau

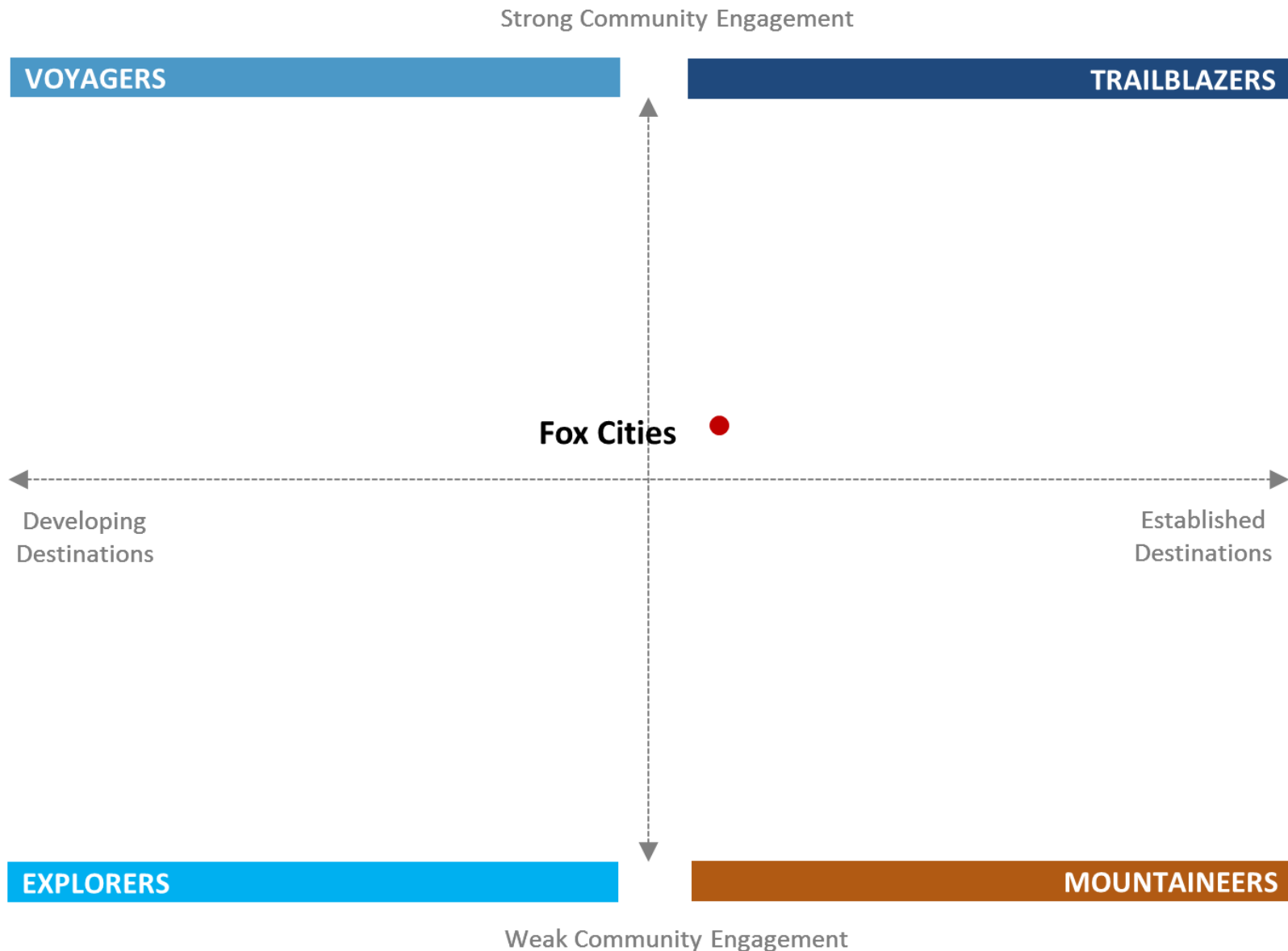
96 Responses



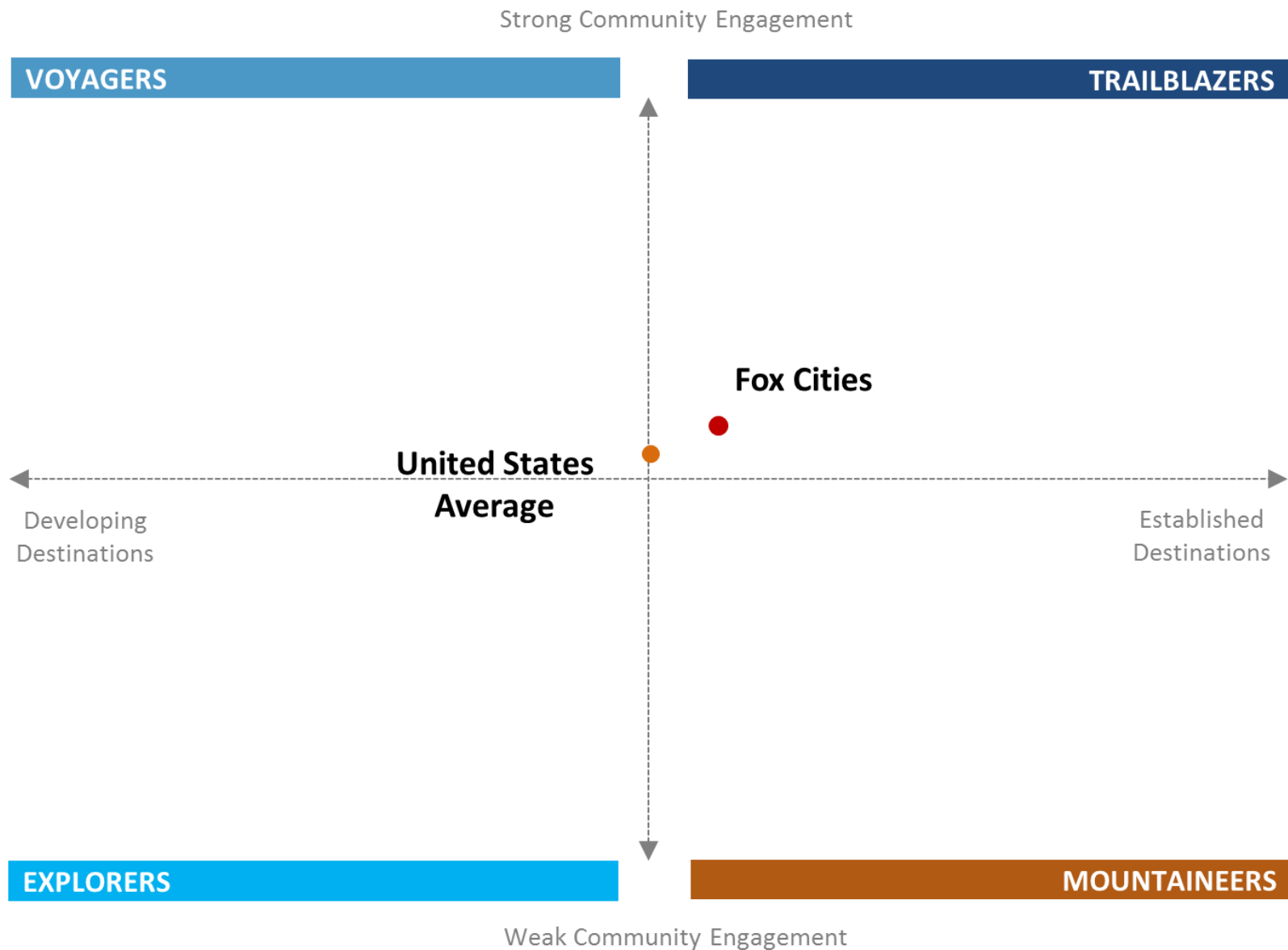
Definitions



Fox Cities Overall Assessment - Industry



Fox Cities Overall Assessment - USA



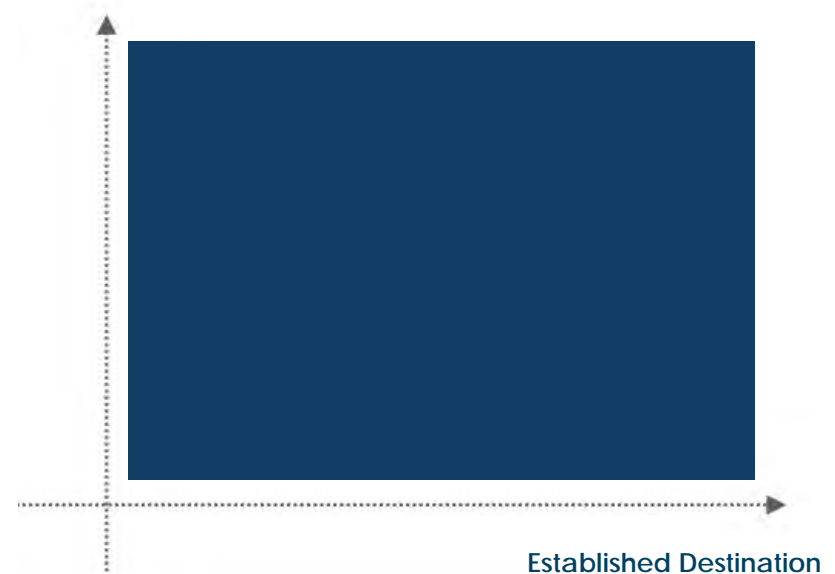
Trailblazers

These DMO's and destinations realize the benefits of their tourism vision and work to keep the community and marketplace engagement fresh and relevant.

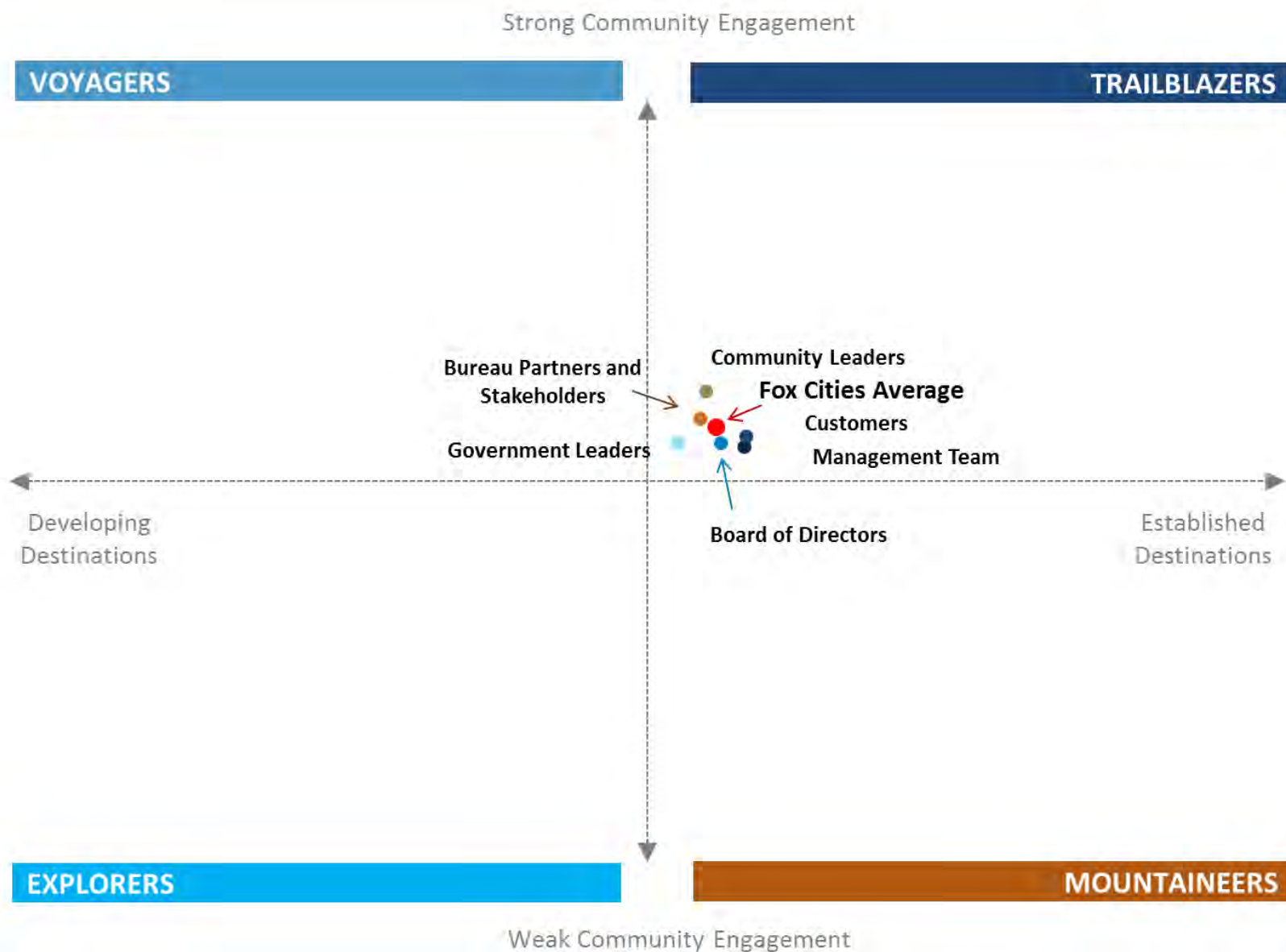
Key Strategic Challenges

- Avoiding complacency
- Continuing to evolve the destination that delivers a compelling and authentic marketplace experience
- Keeping your eye on the ball

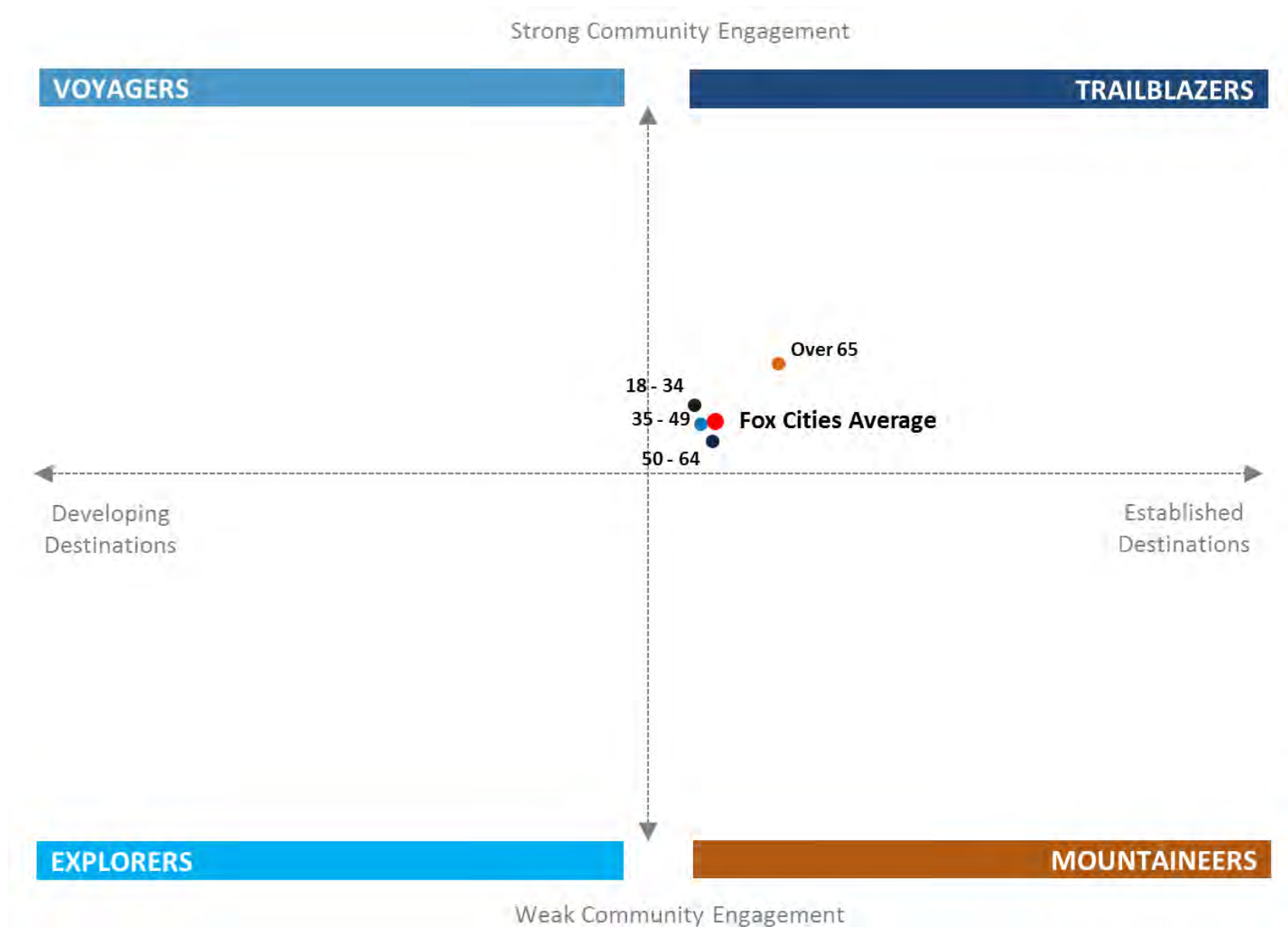
Strong Community Engagement



Fox Cities Overall Assessment - Stakeholders



Fox Cities Overall Assessment – Age Group



Destination Strength Ranking – Fox Cities



Attractions &
Entertainment

1st

2nd



Accommodation

2nd

4th



Events

3rd

3rd



Convention &
Meeting Facilities

4th

9th

This shows the top 4 Destination Strength ranked variables for Fox Cities based on their relative importance score.

Destination Strength: Relative Importance

This report card shows the relative importance of each variable starting with those that are perceived to have the greatest importance to the destination. The results of Fox Cities are then compared to the industry average.

Variable	Relative Importance (0-100%)		
	Industry Average	Fox Cities Average	Standard Deviation
Attractions & Entertainment	12%	10.7%	1%
Accommodation	12%	10.2%	2%
Events	9%	10.1%	1%
Convention & Meeting Facilities	10%	10.1%	2%
Destination Performance	12%	10.0%	2%
Sports & Recreation Facilities	9%	10.0%	2%
Brand	13%	9.8%	2%
Mobility & Access	7%	9.8%	2%
Communication & Internet Infrastructure	7%	9.8%	2%
Air Access	9%	9.6%	2%

Destination Strength: Report Card

This is the overall report card that shows the performance of Fox Cities' Destination Strength variables compared to the industry average.

Variable	Relative Importance (0-100%)			Perceived Performance (1-5 scale)		
	Industry Average	Fox Cities Average	Standard Deviation	Industry Average	Fox Cities Average	Standard Deviation
Attractions & Entertainment	12%	10.7%	1%	3.68	3.94	0.56
Accommodation	12%	10.2%	2%	3.42	3.91	0.66
Events	9%	10.1%	1%	3.73	3.93	0.55
Convention & Meeting Facilities	10%	10.1%	2%	3.12	3.38	0.58
Destination Performance	12%	10.0%	2%	3.83	4.15	0.61
Sports & Recreation Facilities	9%	10.0%	2%	3.32	3.55	0.72
Brand	13%	9.8%	2%	3.21	3.79	0.60
Mobility & Access	7%	9.8%	2%	3.04	3.48	0.62
Communication & Internet Infrastructure	7%	9.8%	2%	3.32	3.51	0.62
Air Access	9%	9.6%	2%	2.90	3.32	0.74
DESTINATION STRENGTH - Fox Cities						3.71
INDUSTRY AVERAGE DESTINATION STRENGTH						3.49

RESULTING SCENARIO

TRAILBLAZERS

Note: **Green** shading signifies that the destination **outperformed** the industry average by greater than 0.2.
Yellow shading signifies that the destination **underperformed** the industry average by greater than 0.2 but less than 0.4.
Red shading signifies that the destination **underperformed** the industry average by greater than 0.4.

Destination Strength: Report Card – Stakeholder Group

This report card shows a breakdown of each stakeholder group's average when compared to the destination average for each variable.

Variable	Perceived Performance (1-5 scale)						
	Fox Cities Average	Management Team	Board of Directors	Bureau Partners and Stakeholders	Customers	Government Leaders	Community Leaders
Attractions & Entertainment	3.94	4.06	4.03	3.88	3.93	3.78	4.01
Accommodation	3.91	4.20	4.02	3.93	3.83	3.92	3.60
Events	3.93	3.86	3.98	3.95	4.06	3.84	3.72
Convention & Meeting Facilities	3.38	3.40	3.34	3.25	3.56	3.50	3.37
Destination Performance	4.15	4.54	4.45	3.87	4.12	3.88	4.31
Sports & Recreation Facilities	3.55	3.47	3.14	3.82	3.65	3.22	3.59
Brand	3.79	3.84	3.84	3.69	3.84	3.62	3.97
Mobility & Access	3.48	3.60	3.47	3.37	3.75	3.43	3.27
Communication & Internet Infrastructure	3.51	3.60	3.47	3.55	3.72	3.22	3.31
Air Access	3.32	3.19	3.29	3.25	3.36	3.44	3.46
# of Participants		10	16	29	19	9	13
DESTINATION STRENGTH							3.71
INDUSTRY AVERAGE DESTINATION STRENGTH							3.49

RESULTING SCENARIO TRAILBLAZERS

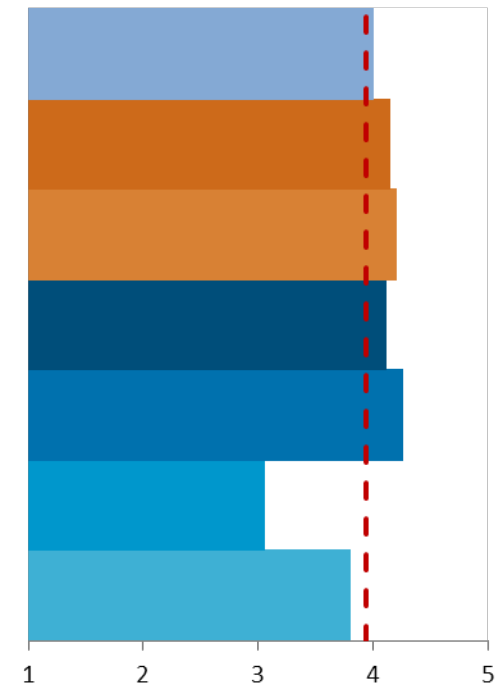
Note: **Green** shading signifies that the stakeholder group **outperformed** the destination average by greater than 0.2.

Yellow shading signifies that the stakeholder group **underperformed** the destination average by greater than 0.2 but less than 0.4. 13

Red shading signifies that the stakeholder group **underperformed** the destination average by greater than 0.4.

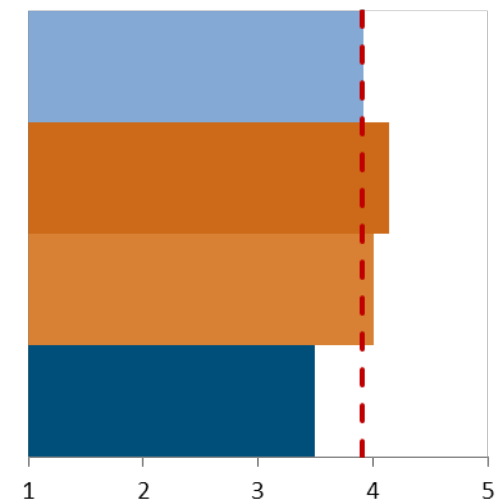
Attractions & Entertainment

- Authentic and unique attractions and entertainment opportunities
- The Fox Cities offers diverse and high-quality shopping opportunities
- Unique and high-quality dining options
- High-quality and wide-ranging arts and cultural attractions
- Wide diversity of parks and bike trails
- Large, famous attractions that cause people to stay
- Unique and vibrant neighborhoods



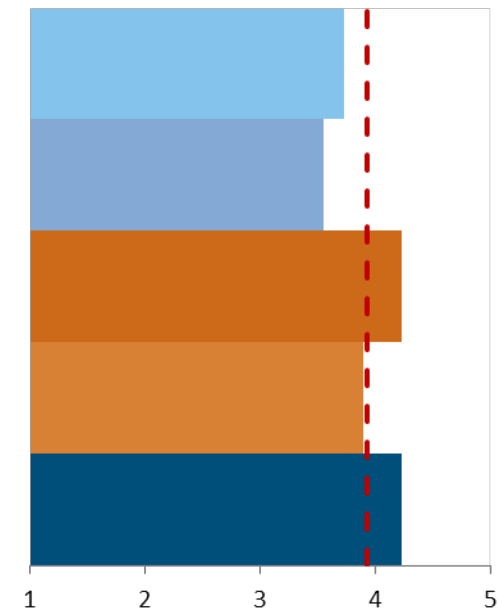
Accommodation

- Adequate accommodations capacity
- Diversity of accommodation price options
- Location of accommodation options meets visitor needs
- Sufficient number of large, headquarter hotels



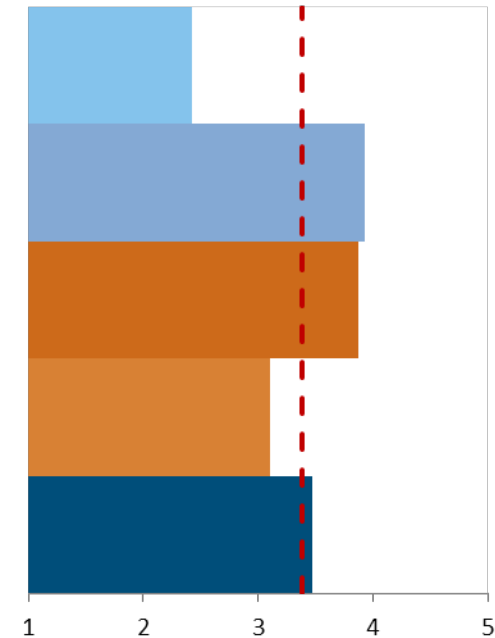
Events

- Offers a year-long series of major events that drive economic impact
- Diverse facilities/venues with capacity and availability
- Abundance of parks and outdoor spaces for handling special events
- County and municipal government is cooperative and supportive
- Citizens are supportive of hosting major national or international events



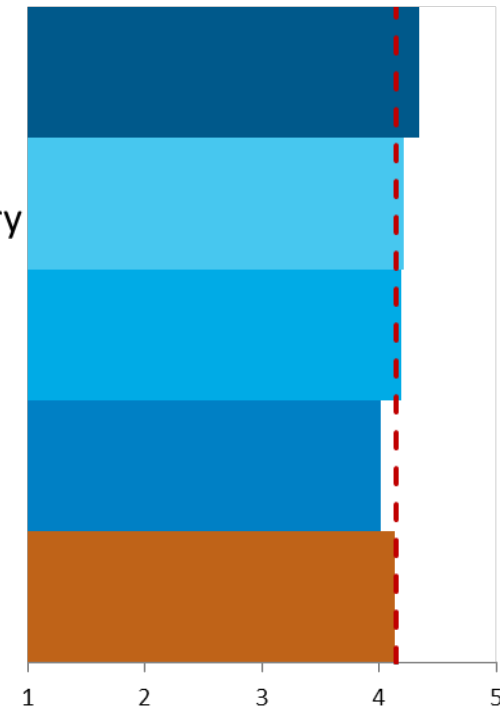
Convention & Meeting Facilities

- Necessary facilities to compete today
- Necessary facilities to compete for the next 25 years
- Good, unique off-site venues for special events
- Hotels/meeting venues take full advantage of the views
- Abundance of professional and experienced convention services suppliers



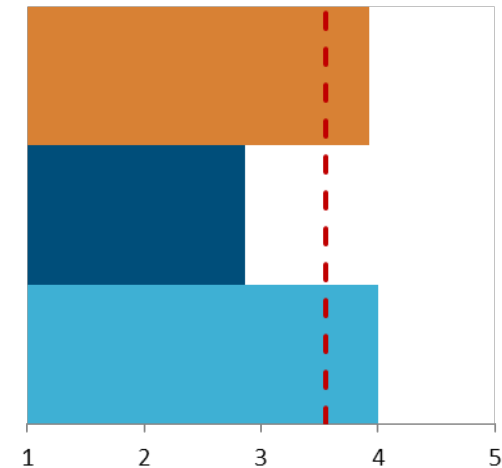
Destination Performance

- Adequately measures and tracks the performance of our tourism industry
- Communicating the performance and economic impact of our tourism industry
- Positive growth in overnight visitation
- Successfully converting leads for meetings and conventions
- Hotels are performing well (e.g. Occupancy, RevPAR)



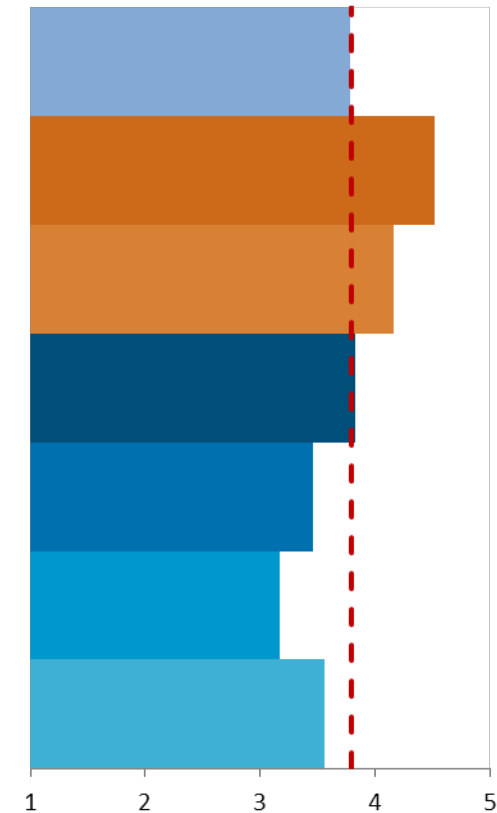
Sports & Recreation Facilities

- Sports fields to host major amateur and collegiate sporting events
- Venues to host major professional sporting events
- Local sports leadership are engaged in pursuing sporting events



Brand

- Established brand that is simple, memorable, and market-tested
- Known for being safe, clean, and secure for visitors
- Known as being healthy and an outdoor, active city
- Known for having a lot of things to see and do
- Known as an environmentally conscious and sustainable destination
- Known as a high-tech, innovative city
- Appeals to a wide range of visitors



In your opinion, what is the main icon image for Fox Cities?



1st Ranked Icon Image

Fox River Mall

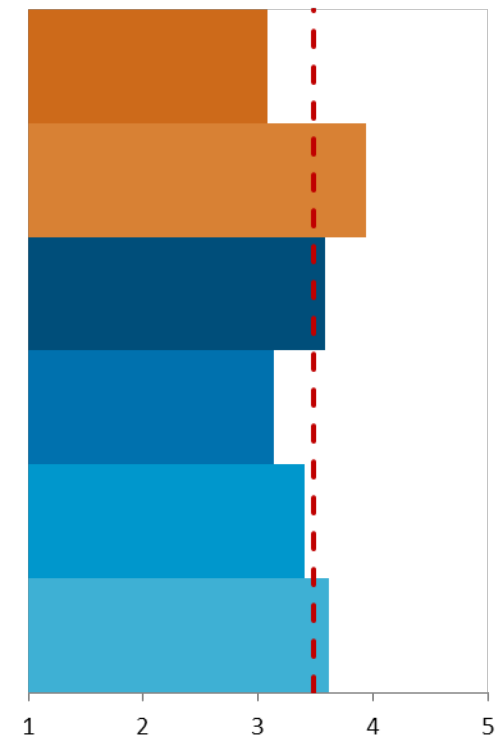


2nd Ranked Icon Image

Fox River

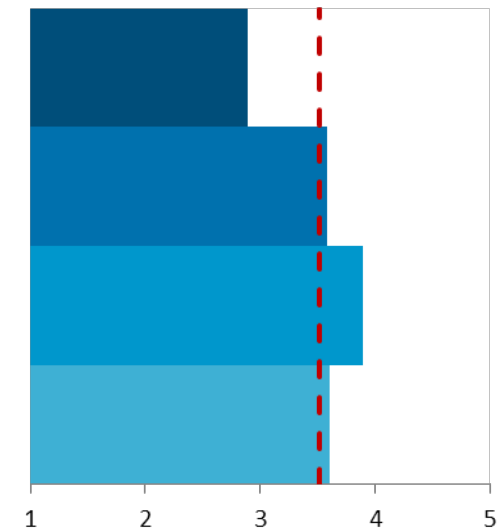
Mobility & Access

- Adequate public transportation
- Great directional signage and wayfinding
- Good quality roads that can easily handle traffic
- Bicycle-friendly city with easy, well-marked bike routes
- Good access and services for those with disabilities
- Known as a walkable city



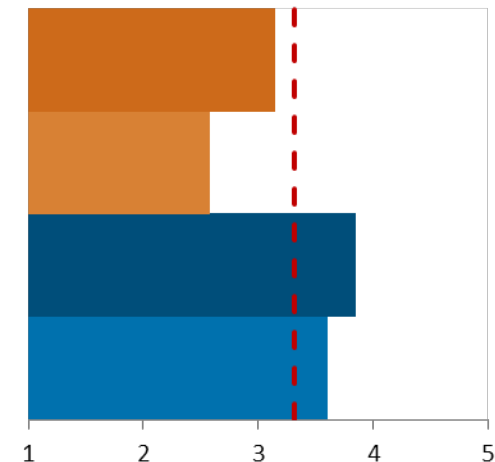
Communication & Internet Infrastructure

- Wi-Fi in outdoor/public areas with high visitor traffic
- Substantial Wi-Fi access in Meeting/convention facilities
- Industry uses and leverages social media to support the brand
- Mobile and Internet coverage/availability







Air Access

- Domestic air access in terms of number of flights and capacity
- International air access in terms of number of flights and capacity
- Airport is a state-of-the-art facility with capacity to grow
- Airport offers a true destination "sense of place"



Community Support & Engagement Ranking – Fox Cities



	Relative Importance	Perceived Performance
 <p>Economic Development</p>	1 st	4 th
 <p>Funding Support & Certainty</p>	2 nd	7 th
 <p>Effective Advocacy Program</p>	3 rd	6 th
 <p>Workforce</p>	4 th	8 th

This shows the top 4 Community Support & Engagement ranked variables for Fox Cities based on their relative importance score.

Community Support & Engagement: Relative Importance

This report card shows the relative importance of each variable starting with those that are perceived to have the greatest importance to the destination. The results of Fox Cities are then compared to the industry average.

Variable	Relative Importance (0-100%)		
	Industry Average	Fox Cities Average	Standard Deviation
Economic Development	9%	12.8%	1%
Funding Support & Certainty	13%	12.7%	1%
Effective Advocacy Program	9%	12.6%	2%
Workforce	9%	12.5%	1%
Industry Support	12%	12.5%	1%
Local Community Support	11%	12.3%	2%
Regional Cooperation	9%	12.3%	1%
Hospitality Culture	10%	12.3%	2%

Community Support & Engagement: Report Card

This is the overall report card that shows the performance of Fox Cities' Community Support & Engagement variables compared to the industry average.

Variable	Relative Importance (0-100%)			Perceived Performance (1-5 scale)		
	Industry Average	Fox Cities Average	Standard Deviation	Industry Average	Fox Cities Average	Standard Deviation
Economic Development	9%	12.8%	1%	3.91	4.01	0.63
Funding Support & Certainty	13%	12.7%	1%	3.06	3.66	0.80
Effective Advocacy Program	9%	12.6%	2%	3.39	3.82	0.68
Workforce	9%	12.5%	1%	3.16	3.42	0.75
Industry Support	12%	12.5%	1%	3.70	4.08	0.72
Local Community Support	11%	12.3%	2%	3.60	3.84	0.58
Regional Cooperation	9%	12.3%	1%	3.58	4.04	0.74
Hospitality Culture	10%	12.3%	2%	3.55	4.18	0.57
COMMUNITY SUPPORT & ENGAGEMENT - Fox Cities						3.88
INDUSTRY AVERAGE COMMUNITY SUPPORT & ENGAGEMENT						3.60

RESULTING SCENARIO

TRAILBLAZERS

Note: **Green** shading signifies that the destination **outperformed** the industry average by greater than 0.2.
Yellow shading signifies that the destination **underperformed** the industry average by greater than 0.2 but less than 0.4.
Red shading signifies that the destination **underperformed** the industry average by greater than 0.4.

Community Support & Engagement: Report Card – Stakeholder Group

This report card shows a breakdown of each stakeholder group's average when compared to the destination average for each variable.

Variable	Perceived Performance (1-5 scale)						
	Fox Cities Average	Management Team	Board of Directors	Bureau Partners and Stakeholders	Customers	Government Leaders	Community Leaders
Economic Development	4.01	4.12	4.02	3.94	4.08	3.82	4.10
Funding Support & Certainty	3.66	3.50	3.56	3.86	3.32	3.67	3.92
Effective Advocacy Program	3.82	3.83	3.75	3.95	3.63	3.74	3.90
Workforce	3.42	3.25	3.31	3.52	3.29	3.39	3.69
Industry Support	4.08	4.00	4.03	3.98	4.13	4.06	4.35
Local Community Support	3.84	3.72	3.75	3.84	3.91	3.59	4.12
Regional Cooperation	4.04	4.05	3.81	4.00	4.26	3.83	4.19
Hospitality Culture	4.18	3.80	4.25	4.28	4.08	4.28	4.23
# of Participants		10	16	29	19	9	13
COMMUNITY SUPPORT & ENGAGEMENT							3.88
INDUSTRY AVERAGE COMMUNITY SUPPORT & ENGAGEMENT							3.60

RESULTING SCENARIO TRAILBLAZERS

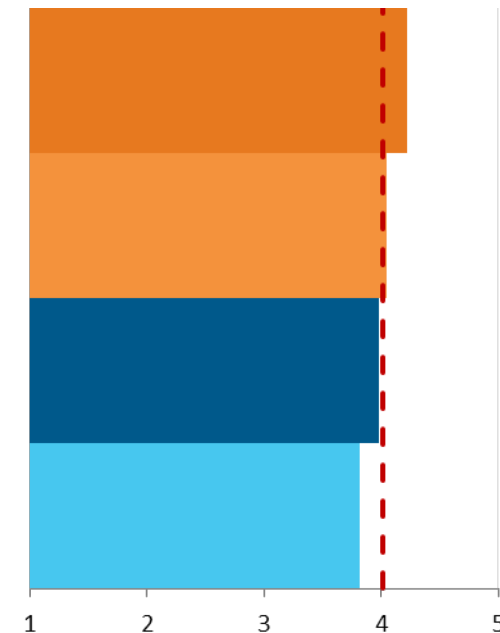
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Red shading signifies that the stakeholder group **underperformed** the destination average by greater than 0.4.

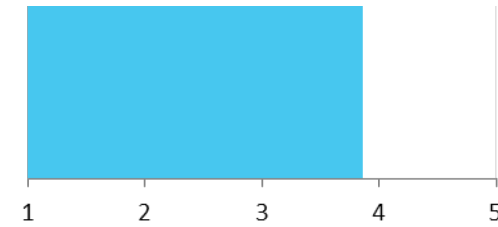
Economic Development

- CVB/Tourism industry is vital in our community's economic strategies
- CVB has a good working relationship with local chambers
- Tourism and the meetings industry are identified as key economic drivers
- Tourism master plan for Fox Cities



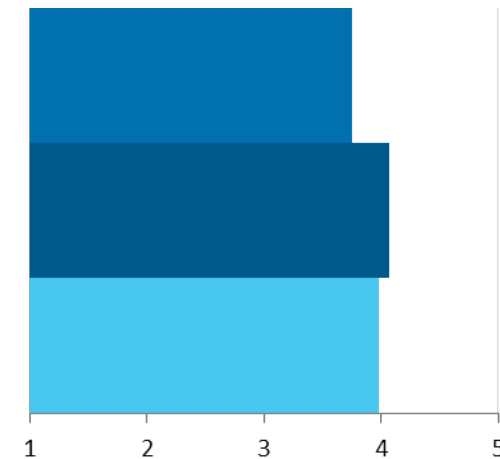
Funding Support & Certainty

■ Stable & sufficient revenue sources to fund their strategies



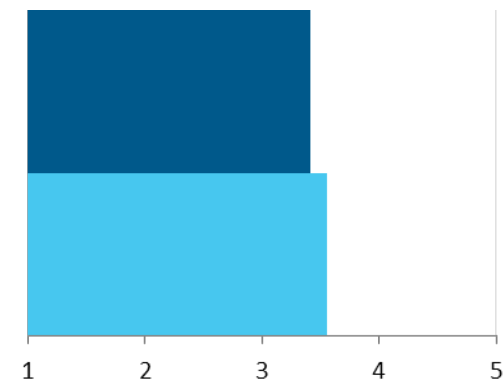
Effective Advocacy Program

- Advocacy program is successful in educating government
- Local government is supportive of CVB programs and the tourism industry
- Local government relies on CVB for input on destination management



Workforce

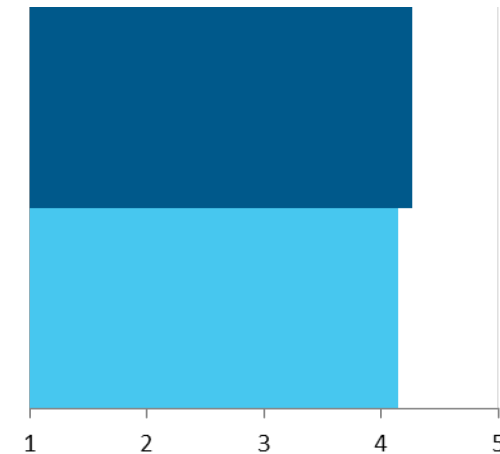
- Hospitality industry is able to attract and retain a high-quality workforce
- Workforce is stable and has a positive labor relations environment



Industry & Stakeholder Support

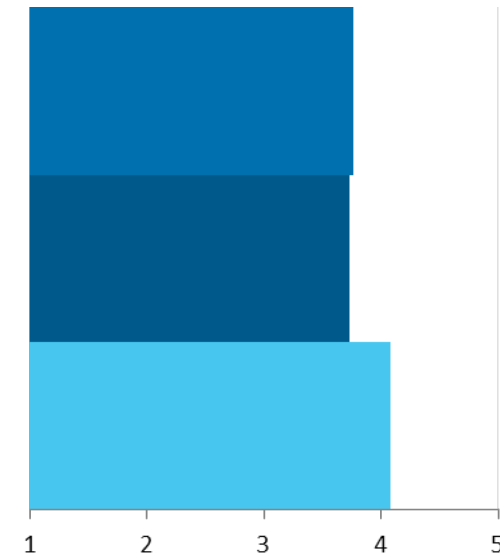
■ CVB is seen as a leader in the state and regional tourism industry

■ Industry leaders/stakeholders are supportive of the direction of CVB



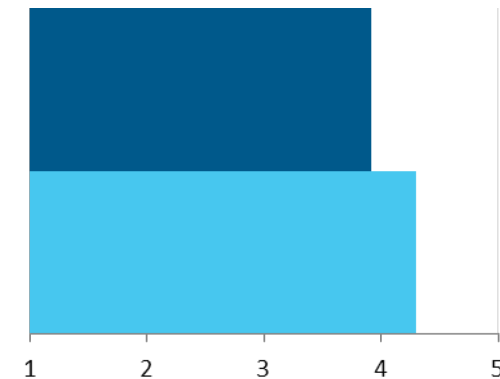
Local Community Support

- Locals have a general understanding/positive perception of tourism
- CVB has great corporate support
- Tourism industry gets positive media coverage locally



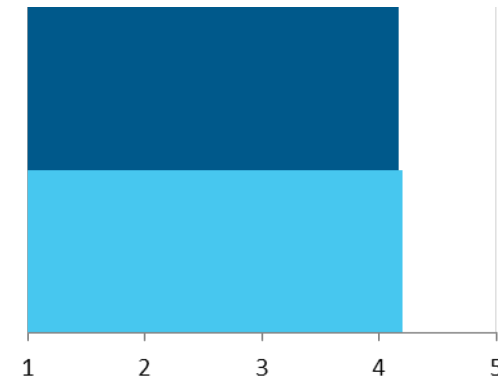
Regional Cooperation

- There is broad collaboration and coordination among tourism partners
- CVB marketing efforts have broad economic benefits across the region



Hospitality Culture

- Hospitality culture that welcomes visitors and improves their experience
- Reputation for offering high-quality customer service



Key Takeaways

- Stakeholders closely aligned on perceptions about destination
- Currently in the Trailblazer scenario, with above average destination strength and community support & engagement
- No significant issues were found in the Community Support & Engagement variables



Destination Strength Opportunities for Improvement

- Large, famous attractions
- Large headquarter hotel
- Necessary facilities to compete today
- Venues to host professional sporting events
- To be known as a high-tech & innovative city
- Need for adequate public transportation
- To be bicycle friendly
- Public Wi-Fi
- A need for more domestic and international air access

Thank you

Pam Seidl

Executive Director

pseidl@foxcities.org

920.734.3358

www.foxcities.org



FOX CITIES

GREATER APPLETON

*Wisconsin's
Shopping Place™*



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

MEMORANDUM

TO: Community and Economic Development Committee

FROM: Matt Rehbein, Economic Development Specialist

DATE: April 21, 2017

RE: Business/Industrial Park Land Prices

Staff completes an annual review of the selling price of land in the City's business/industrial parks to see how competitive Appleton is with surrounding communities. Currently, the selling price of land in the City of Appleton's Southpoint Commerce Park is \$40,000.00/Ac. and \$45,000.00/Ac. for lots fronting on Plank Road and Eisenhower Drive.

The City of Appleton sold the last of its remaining inventory in the Northeast Business Park in 2016. There are currently seven (7) lots that are privately held and not developed in the Northeast Business Park. Privately owned, undeveloped lots are flagged in the City's AS400 system, and notification is given on the Real Estate Inquiry Form to ensure the City's right to repurchase is triggered as appropriate.

In the Southpoint Commerce Park, there are 31 fully improved lots available, consisting of approximately 100 acres. There is an accepted offer to purchase on one lot (Lot 7) and a pending offer to purchase on Lot 8. Two lots were purchased by Encapsys in 2016, and a new headquarters building is currently under construction. The City has an additional 175 acres in Southpoint that are undeveloped. All available lots in the Southpoint Commerce Park are served by regional stormwater detention, and a wetland delineation was completed in 2016. The three businesses located in Southpoint currently are light manufacturing and distribution uses. See attached maps for the available lots in Southpoint.

In order to ascertain how competitive Appleton is with neighboring communities, staff prepared a Land Price Comparison (attached). Data was gathered from: direct contact with sellers, LoopNet, which is a commercial real estate listing and comparable data service, and the Wisconsin Department of Revenue. There are additional lots marketed as available for industrial in the Fox Cities, but many of those could also be commercial which commands a much higher price and are not good comparables. All referenced industrial lots are broken down into one of three categories:

- 1) Municipally owned lots available for sale.
- 2) Privately owned lots available for sale.
- 3) Recent sales comparison.

In determining the sale price of lots, staff considers several factors including the City's investment in creating the business park, cost to develop at these locations, competitive lot pricing, and uses of the property. It should also be noted that pricing is but one component of actual "cost". Infrastructure, access, availability of TIF financing and other incentives are all factored in.

Site selectors and businesses seeking new locations have shared with staff that the ability to respond quickly and creatively is crucial to landing deals. This has proved true in the Encapsys, Farrell Investment, and OnStage Audio transactions. Each company is going to have different priorities, ex: land price, infrastructure, TIF contributions, etc. It will be important for the City to be in a position to act quickly and decisively when transactions come forward to ensure we secure sales in the parks.

The industrial market for lease and purchase space has been tightening up over the past few years creating a scarcity of large industrial space. With interest rates remaining low, and a scarcity of large spaces available, we anticipate seeing an increase in new construction in the coming years. Hopefully, this will lead to increased sales activity.

Based on this analysis, staff would recommend the City maintain its current selling price of \$40,000 to \$45,000 for industrial park land. This puts Appleton in the middle range with regard to land prices.

Staff Recommendation:

The City of Appleton maintain its current selling prices for industrial park land as follows:

Southpoint Commerce Park

Lot 9 fronting Eisenhower Dr. - \$45,000/Ac.

Lots 14 fronting on Plank Rd. - \$45,000/Ac.

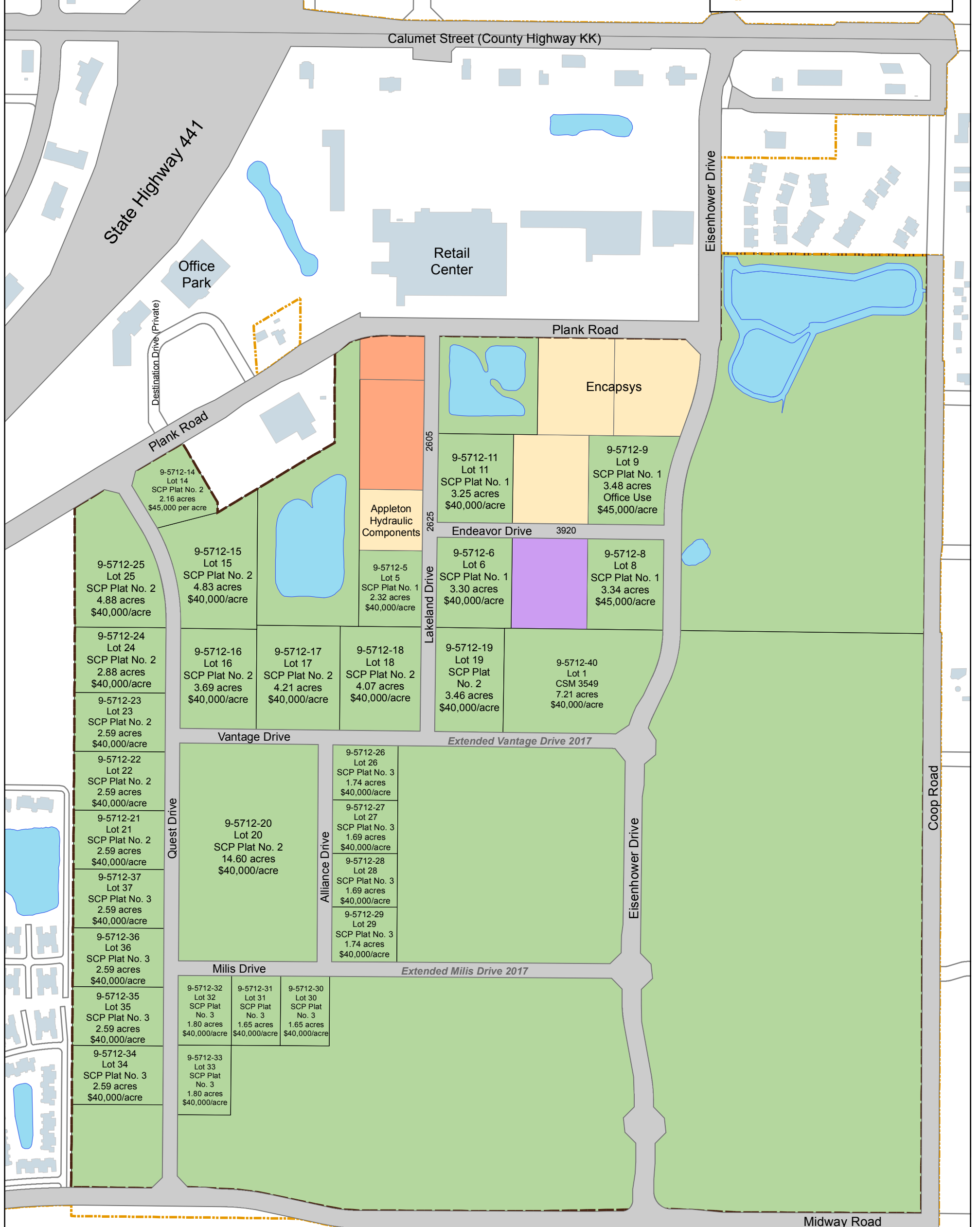
All interior lots - \$40,000/Ac.

Note: Land prices are for fully improved lots and include the cost of concrete pavement.

Southpoint Commerce Park Appleton, Wisconsin

Legend

-  Park Boundary
-  For Sale (City Owned)
-  Properties for Sale (Privately Owned)
-  Privately Owned Parcels
-  Sale Pending
-  City Limits



0 250 500 1,000 Feet

Prepared by City of Appleton
Comm. & Econ. Dev. Dept. 3/2017

INDUSTRIAL LAND PRICE COMPARISON

Municipally Owned Land Price Comparison

	Ask Price/Ac.	Regional Stormwater	Concrete Streets	Utilities	Incentives
Appleton	\$40,000-45,000	Y	Y	Y	TIF (In Southpoint Only)
Neenah	35,000	Y	Y	Y	TIF/Land Grant
Menasha	52,400	Y	Y	Y	TIF
Kaukauna	38,000	Y	Y	Y	Redev. Authority loans

Privately owned land price comparison (Over 10 Acres, per Loopnet listings)

Municipality	Ask Price Per Acre	Largest Contiguous Lot(In Acres)	Location	Notes	
Menasha	34,900	77.00	Hwy BB & Irish Rd.		
Menasha	40,000	63.14	Cty. BB & N. Clayton		
Grand Chute	45,000	14.00	Prospect & Abitz	Werner Elec. Site	
Grand Chute	149,197	13.07	Casaloma & Converters	Potential Commercial too	
Grand Chute	50,816	31.88	Lot 1 Consolidated Ct.		
Grand Chute	46,652	18.22	2600 N. Casaloma		
Menasha	30,000	34.60	N8972 Cty Rd N		

Sources:

Seller Contact
LoopNet
WI Dept. of Revenue

Recent Industrial Land Sales Comparison (Municipal & Private Sales)

Location	Sale Price	Size (In Acre	Price/Acre	Sale Date	
Plank Rd. & Eisenhower (SPCP)	329,400	7.32	45,000	Sep-16	Encapsys
Kaukauna Ind. Park	\$79,800	2.10	\$38,000	May-16	NorthStar Coop
Capitol Dr. Appleton (NEBP)	75,950	2.17	35,000	Mar-16	Romenesko Developments, Inc.
Goodland/Conkey, Appleton (NEBP)	100,000	2.69	37,175	Dec-15	Quantum Healthcare
Capitol Dr. Appleton (NEBP)	155,750	4.45	35,000	May-15	RP5, LLC
Goodland Dr. Appleton (NEBP)	115,200	2.88	40,000	Apr-15	Farrell Investments
Kaukauna Ind. Park	228,000	6.00	38,000	2014	Polyflex
Lakeland Dr., Appleton (SPCP)	58,000	1.37	42,336	Sept. 2013	Flair
Neenah	0	5.00	0	2012	City of Neenah to Plexus
Conkey St., Appleton	96,600	2.22	43,514	May 2010	Endeavor Electric
41 & Roemer, Appleton	42,500	1.00	42,500	May 2010	GTR Leasing (Energy Control & Design)

Sources:

Seller Contact
LoopNet
WI Dept. of Revenue

Properties for Sale

1 Cty Hwy BB & Irish Road, Menasha, WI 54952



Price	\$2,687,300	Property Notes
Lot Size	77 AC	
Property Sub-type	Industrial (land)	
Broker Information	James Esler Esler Commercial, LTD. (920) 731-3800	
Status	Active	

Lots

#	Price	Size	Price/Size	Description
	\$2,687,300	77 AC	\$34,900 /AC	

Property Description

Land is zoned Agricultural. Future land use is projected to be Industrial zoning. Sewer and water is available on the west 39.5 acres. The east property is approximately 37.5 acres. The east and west properties can be purchased together or separately. There is a house that is rented on the west acreage that is included.

2 Cty. BB and N. Clayton Ave., Menasha, WI 54952



Price	\$2,525,599.98	Property Notes
Lot Size	63.14 AC	
Property Sub-type	Industrial (land)	
Broker Information	Patrick Connor Newmark Grubb Pfefferle (920) 419-3113	
Status	Active	

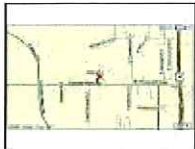
Lots

#	Price	Size	Price/Size	Description
	\$2,525,599.98	63.14 AC	\$40,000 /AC	

Property Description

Ideal location for a corporate campus including office, manufacturing, and warehouse/distribution. Convenient access to the west side arterial (CB) and I-41. Close proximity to Appleton International Airport. All utilities nearby. New 3 Phase power brought to the site. Located directly across from New Fox Valley Tech. Public Training Center. Village of Fox Crossing will provide Tax Increment Financing for any significant development.

3 Prospect Court & Abitz Road, Appleton, WI 54914



Price \$630,000
Lot Size 14 AC
Property Sub-type Commercial/Other (land)
Broker Information Chris Winter
Rollie Winter & Associates, Ltd.
(920) 739-0101
Status Active

Property Notes

Lots

#	Price	Size	Price/Size	Description
3	\$630,000	14 AC	\$45,000 /AC	

Property Description

Excellent location near the busy Hwy 41 and County "BB" intersection. Level and well drained. Current zoning is Light Industrial, Airport District 2A and 2B, allowing commercial and light industrial uses. (Restrictions regarding height, density, and development; Buyer should review zoning code). Sewer: 8-inch sanitary. Water: 8-inch water. Asking Price: \$45,000/acre - total price to be determined by survey. 2012 Rea Estate Taxes: \$8,355.88.

4 NW Corner of Casaloma & Converters Dr., Grand Chute, WI 54914



Price \$1,950,000
Lot Size 13.07 AC
Property Sub-type Industrial (land)
Broker Information Travis Novotny
Midwest Properties
(920) 954-5554
Status Active

Property Notes

Lots

#	Price	Size	Price/Size	Description
	\$1,950,000	13.07 AC	\$149,196.64 /AC	

Property Description

PRICE REDUCED!! 13.07 acres of easily accessible land perfect for retail project, strip mall, automotive dealership or light industrial just off of Hwy. 15 on Casaloma Dr. Lighted intersection and convenience store adjacent to property. 2007 traffic counts indicate approximately 31,000 cars per day are crossing the Hwy. 15 & Casaloma Dr. intersection.

5 Lot 1 (0000 Consolidated Ct.), Grand Chute, WI 54913

Price \$1,620,000
Lot Size 31.88 AC
Property Sub-type Industrial (land)
Broker Information Travis Novotny
Midwest Properties
(920) 954-5554
Status Active

Property Notes

Lots

#	Price	Size	Price/Size	Description
	\$1,620,000	31.88 AC	\$50,815.56 /AC	

Property Description

PRICE REDUCED!!! 31.88 acres, approx. 10 acres of field and 20 acres of woods, with 10 of the wooded acres being buildable. Located near the Fox River Mall, Hwy. 41, and the Outagamie County Airport. Can be split into smaller parcels if required. Image 3 shows a possible private road and how the 33.74 acres could be broken down into smaller lots and outlots. The possible lots would be priced at \$99,900 an ACRE.

6 2600 N Casaloma Drive, Grand Chute WI, Grand Chute, WI 54913

Price \$849,999
Lot Size 18.22 AC
Property Sub-type Commercial/Other (land)
Broker Information Kara Homan
(920) 832-6034
Status Active

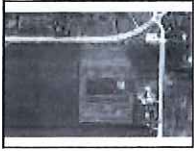
Property Notes

Lots

#	Price	Size	Price/Size	Description
	\$849,999	18.22 AC	\$46,651.98 /AC	

Property Description

18.22 Acres located on the corner of highway 15 and Casaloma Drive in the desirable Grand Chute Area. Located within close proximity to Interstate 41 and Appleton International Airport.



Price \$1,038,000
Lot Size 34.60 AC
Property Sub-type Industrial (land)
Broker Information DEWITT LONDRE
DeWitt Londre LLC
(920) 740-6660
Status Active

Property Notes

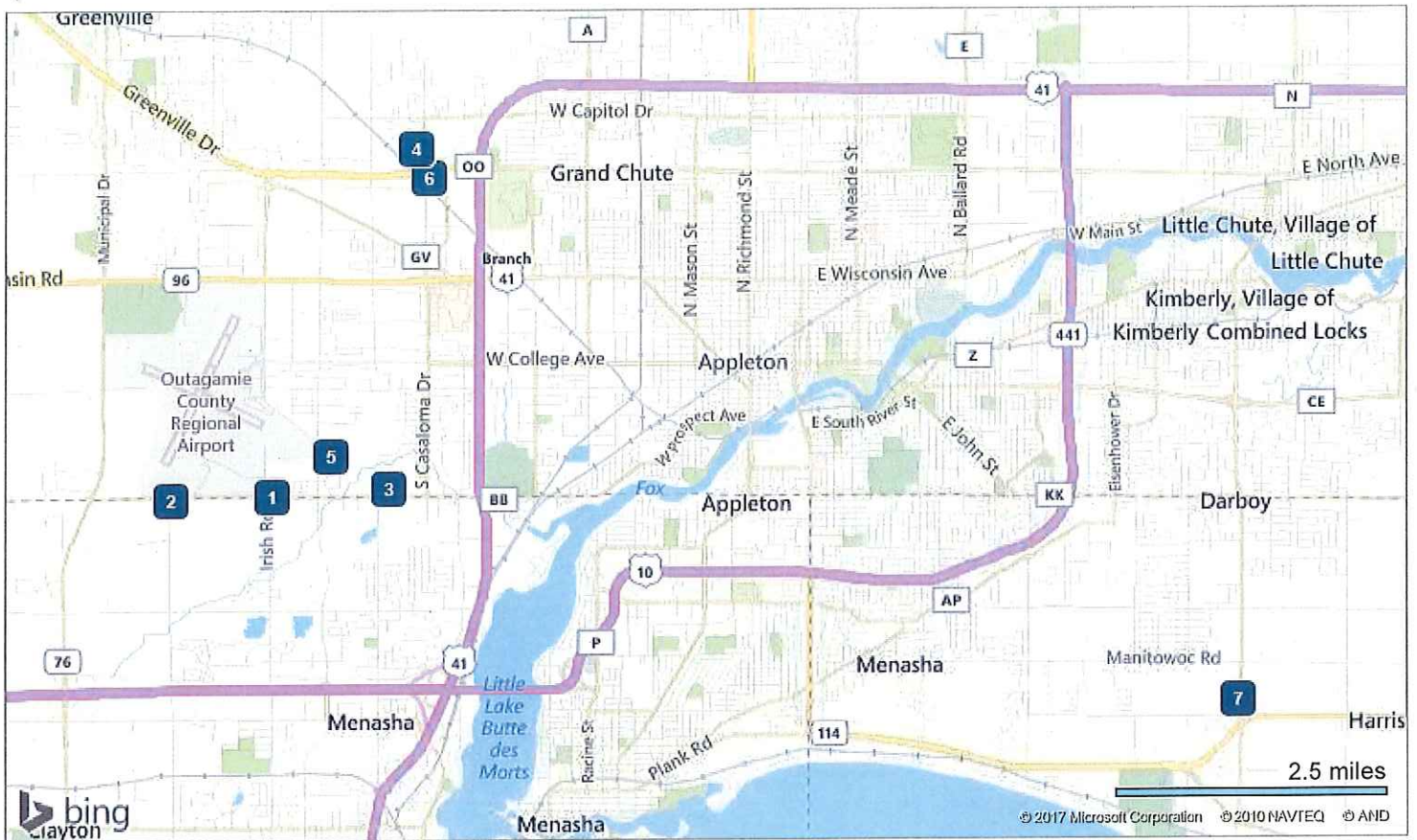
Lots

#	Price	Size	Price/Size	Description
	\$1,038,000	34.60 AC	\$30,000 /AC	

Property Description

Developmental land ability for multiple potential opportunities. Could be small subdivision or commercial property. Currently zoned as agricultural

Map



- | | | |
|--|---|---|
| 1 Cty Hwy BB & Irish Road
Menasha, WI 54952 | 2 Cty. BB and N. Clayton Ave.
Menasha, WI 54952 | 3 Prospect Court & Abitz Road
Appleton, WI 54914 |
| 4 NW Corner of Casaloma & Converters Dr.
Grand Chute, WI 54914 | 5 Lot 1 (0000 Consolidated Ct.)
Grand Chute, WI 54913 | 6 2600 N Casaloma Drive, Grand Chute WI
Grand Chute, WI 54913 |
| 7 N8972 County Road N
Appleton, WI 54915 | | |



Custom Offsets LLC
1060 N Perkins St.
Appleton, WI 54914
info@customoffsets.com

Custom Offsets LLC has been in business since February 2013. We are an internet based company leading the Wheel Fitment Revolution (customoffsets.com). Our mission is to provide the largest gallery of installed custom wheels with all the specs, allowing customers and enthusiasts to easily envision how their truck or car could look. We then offer custom wheels, tires, lighting, wheel care products, and many more accessories to customize their vehicle.

Starting in Shawn Chartier's garage in 2013 Custom Offsets is now doing over \$3,000,000 a month in online sales. In 2015 Custom Offsets employed 3 people, today Custom Offsets employs over 20 people in the technology, marketing, and customer service fields.

In January 2017, we launched another website FitmentInc.com which will bring the same technology to cars, that Custom Offsets has brought to trucks. Fitment Inc. will double the size of Custom Offsets to over 40 employees in the next 24 months. At the same time, Custom Offsets intends to continue their 300% year-over-year growth rate!

Offsets Garage LLC recently opened April 2016, the garage is where Custom Offsets can film the install of their custom parts, further proving to the market we are the experts in our field. Offsets Garage is on pace to do over \$1,000,000 in business this year and with this new facility we will double the size of our ability to hire installers and increase the number of local custom builds we are able to do.

Custom Offsets has a social media reach of MILLIONS every month with over 130,000 Facebook followers, over 70,000 Instagram Followers, and almost 1 million YouTube views a MONTH! We are becoming the largest custom truck online wheel and tire company in the nation!

Our intentions are to build a 17,000 sq. ft. facility by the end of 2017, with intentions to expand another 20,000 sq. ft. in the next 24-36 months. We also partner with many local businesses to help grow their sales and thus reinvestment into their companies and people. We partner with Toys For Trucks, Matthews Tire, Pumps Tire, and many local painters and other customizers.

Almost all of our employees are born and raised in Wisconsin, most from the Fox Valley. We are small business making it in the community. We have and will continue to hold Toy Drives for Toys for Tots, benefit giveaways yielding thousands in donations to C.O.P.S, Breast Cancer Treatment, our troops, fire fighters and many more. We also host local truck and car shows, and other enthusiast events, to help keep our youth focused on something productive.

We see a SUPER bright future for our company and we hope you do as well!

Sincerely,

Shawn Chartier

CEO / Founder

Custom Offsets / Offsets Garage / Alco Tech Properties / Team Stance / Fitment Inc



MEMORANDUM

TO: Community and Economic Development Committee

FROM: Matt Rehbein, Economic Development Specialist

DATE: May 5, 2017

RE: Offer to Purchase – Lot 8, Southpoint Commerce Park, Plat 1 – Alco Tech

The City of Appleton has received an Offer to Purchase from Alco Tech, for Lot 8, Southpoint Commerce Park Plat Number 1, comprised of approximately 3.34 acres for a price of \$150,300.00 (\$45,000.00 per acre). The proposed closing date, per the contract, is by June 30, 2017.

Custom Offsets would occupy the proposed light industrial building with office, warehouse, showroom, and shop space of approximately 17,000 square feet.

The offer to purchase is for the full asking price and was facilitated by a commercial real estate broker. The City's commission policy provides for commissions of 8% of the purchase price. There is one additional provision of note listed on lines 526 through 528:

“The City of Appleton agrees to reimburse Buyer 50% of the Purchase Price. Said Reimbursement will be in the form of a check and received by Buyer within 10 days after occupancy permit is granted.”

The City's investment in this project would be memorialized by a Development Agreement between the City of Appleton and Alco Tech.

Staff Recommendation:

Acceptance of the Offer-To-Purchase of Lot 8, Southpoint Commerce Park, Plat 1 from Alco Tech for \$150,300.00 (\$45,000.00 per acre), comprised of approximately 3.34 acres, and staff authorization to negotiate and execute a development or like agreement providing City investment in the project of up to 50% of the land purchase amount (50% of \$150,300.00 = \$75,150.00) **BE APPROVED.**

WB-13 VACANT LAND OFFER TO PURCHASE

1 **LICENSEE DRAFTING THIS OFFER ON** May 3, 2017 **[DATE] IS (AGENT OF BUYER)**
2 **(AGENT OF SELLER/LISTING BROKER) (AGENT OF BUYER AND SELLER) [STRIKE THOSE NOT APPLICABLE]**
3 **GENERAL PROVISIONS** The Buyer, Alco Tech
4 _____, offers to purchase the Property
5 known as [Street Address] Southpoint Commerce Lot #8
6 in the City of Appleton, County of Calumet, Wisconsin (Insert
7 additional description, if any, at lines 458-464 or 526-534 or attach as an addendum per line 525), on the following terms:
8 ■ **PURCHASE PRICE:** One Hundred Fifty Thousand, Three Hundred
9 _____ Dollars (\$ 150,300.00).
10 ■ **EARNEST MONEY** of \$ ---- ~~accompanies this Offer and~~ earnest money of \$ 3,000.00
11 will be mailed, or commercially or personally delivered within 5 days of acceptance to listing broker or
12 --.
13 ■ **THE BALANCE OF PURCHASE PRICE** will be paid in cash or equivalent at closing unless otherwise provided below.
14 ■ **INCLUDED IN PURCHASE PRICE:** Seller is including in the purchase price the Property, all Fixtures on the Property on the
15 date of this Offer not excluded at lines 18-19, and the following additional items: -----
16 _____
17 _____
18 ■ **NOT INCLUDED IN PURCHASE PRICE:** -----
19 _____
20 **CAUTION: Identify Fixtures that are on the Property (see lines 290-294) to be excluded by Seller or which are rented**
21 **and will continue to be owned by the lessor.**
22 **NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are**
23 **included/excluded. Annual crops are not part of the purchase price unless otherwise agreed.**
24 ■ **ZONING:** Seller represents that the Property is zoned: M-1 Zone Industrial Park Dist.
25 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical
26 copies of the Offer.
27 **CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term deadlines**
28 **running from acceptance provide adequate time for both binding acceptance and performance.**
29 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on
30 or before May 19, 2017. Seller may keep the Property on the
31 market and accept secondary offers after binding acceptance of this Offer.
32 **CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.**
33 **OPTIONAL PROVISIONS** TERMS OF THIS OFFER THAT ARE PRECEDED BY AN OPEN BOX (☐) ARE PART OF THIS
34 OFFER ONLY IF THE BOX IS MARKED SUCH AS WITH AN "X." THEY ARE NOT PART OF THIS OFFER IF MARKED "N/A"
35 OR ARE LEFT BLANK.
36 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and
37 written notices to a Party shall be effective only when accomplished by one of the methods specified at lines 38-56.
38 (1) **Personal Delivery:** giving the document or written notice personally to the Party, or the Party's recipient for delivery if
39 named at line 40 or 41.
40 Seller's recipient for delivery (optional): _____
41 Buyer's recipient for delivery (optional): _____
42 ☐ (2) **Fax:** fax transmission of the document or written notice to the following telephone number:
43 Seller: () _____ Buyer: () _____
44 ☐ (3) **Commercial Delivery:** depositing the document or written notice fees prepaid or charged to an account with a
45 commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery if named at line 40 or 41, for
46 delivery to the Party's delivery address at line 49 or 50.
47 ☐ (4) **U.S. Mail:** depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party,
48 or to the Party's recipient for delivery if named at line 40 or 41, for delivery to the Party's delivery address at line 49 or 50.
49 Delivery address for Seller: _____
50 Delivery address for Buyer: _____
51 ☒ (5) **E-Mail:** electronically transmitting the document or written notice to the Party's e-mail address, if given below at line
52 55 or 56. If this is a consumer transaction where the property being purchased or the sale proceeds are used primarily for
53 personal, family or household purposes, each consumer providing an e-mail address below has first consented electronically
54 to the use of electronic documents, e-mail delivery and electronic signatures in the transaction, as required by federal law.
55 E-Mail address for Seller (optional): Matthew.Rehbein@Appleton.org
56 E-Mail address for Buyer (optional): jbunjovac@jrossassoc.com
57 **PERSONAL DELIVERY/ACTUAL RECEIPT** Personal delivery to, or Actual Receipt by, any named Buyer or Seller
58 constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.

59 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this
60 Offer at lines 458-464 or 526-534 or in an addendum attached per line 525. At time of Buyer's occupancy, Property shall be
61 free of all debris and personal property except for personal property belonging to current tenants, or that sold to Buyer or left
62 with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

63 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has no
64 notice or knowledge of Conditions Affecting the Property or Transaction (lines 163-187 and 246-278) other than those
65 identified in the Seller's disclosure report dated _____, which was received by Buyer prior to
66 Buyer signing this Offer and which is made a part of this Offer by reference **COMPLETE DATE OR STRIKE AS APPLICABLE**
67 and _____

68 _____
69 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE REPORT**

70 **CLOSING** This transaction is to be closed no later than June 30, 2017
71 _____ at the place selected by Seller, unless otherwise agreed by the Parties in writing.

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

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

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

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

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

81 ☐ Current assessment times current mill rate (current means as of the date of closing)

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

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

89 ☐ Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on
90 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
91 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall
92 re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation
93 and is the responsibility of the Parties to complete, not the responsibility of the real estate brokers in this transaction.

94 **LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights
95 under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the
96 (written) (oral) **STRIKE ONE** lease(s), if any, are _____

97 _____ . Insert additional terms, if any, at lines 458-464 or 526-534 or attach as an addendum per line 525.

98 ☒ **GOVERNMENT PROGRAMS:** Seller shall deliver to Buyer, within 5 days of acceptance of this Offer, a list of all
99 federal, state, county, and local conservation, farmland, environmental, or other land use programs, agreements, restrictions,
100 or conservation easements, which apply to any part of the Property (e.g., farmland preservation agreements, farmland
101 preservation or exclusive agricultural zoning, use value assessments, Forest Crop, Managed Forest, Conservation Reserve
102 Program, Wetland mitigation, shoreland zoning mitigation plan or comparable programs), along with disclosure of any
103 penalties, fees, withdrawal charges, or payback obligations pending, or currently deferred, if any. This contingency will be
104 deemed satisfied unless Buyer delivers to Seller, within seven (7) days of Buyer's Actual Receipt of said list and disclosure, or
105 the deadline for delivery, whichever is earlier, a notice terminating this Offer based upon the use restrictions, program
106 requirements, and/or amount of any penalty, fee, charge, or payback obligation.

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

111 ☐ **MANAGED FOREST LAND:** All, or part, of the Property is managed forest land under the Managed Forest Law (MFL).
112 This designation will continue after closing. Buyer is advised as follows: The MFL is a landowner incentive program that
113 encourages sustainable forestry on private woodlands by reducing and deferring property taxes. Orders designating lands as
114 managed forest lands remain in effect for 25 or 50 years. When ownership of land enrolled in the MFL program changes, the
115 new owner must sign and file a report of the change of ownership on a form provided by the Department of Natural Resources
116 and pay a fee. By filing this form, the new owner agrees to the associated MFL management plan and the MFL program rules.
117 The DNR Division of Forestry monitors forest management plan compliance. Changes you make to property that is subject to
118 an order designating it as managed forest land, or to its use, may jeopardize your benefits under the program or may cause
119 the property to be withdrawn from the program and may result in the assessment of penalties. For more information call the
120 local DNR forester or visit <http://www.dnr.state.wi.us>.

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.

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 Section or visit <http://www.revenue.wi.gov/>.

FARMLAND PRESERVATION: Rezoning a property zoned farmland preservation to another use or 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 class 1 "use 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 plus one-half of the cost of establishing permanent 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 shoreland zoning ordinances that meet or are more restrictive than 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 only if a mitigation plan is adopted) and repairs to nonconforming structures. Buyers must conform to any existing mitigation plans. For more information call the county zoning office or visit <http://www.dnr.state.wi.us/>. Buyer is advised to check with the applicable city, town or village for additional shoreland zoning restrictions, if any.

BUYER'S PRE-CLOSING WALK-THROUGH Within 3 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.

PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING Seller shall maintain the Property until the earlier of closing or occupancy of Buyer in materially the same condition as of the date of acceptance of this Offer, except for ordinary wear and tear. If, prior to closing, the Property is damaged in an amount of not more than five percent (5%) of the selling price, Seller shall be obligated to repair the Property and restore it to the same condition that it was on the day of this Offer. No later than closing, Seller shall provide Buyer with lien waivers for all lienable repairs and restoration. If the damage shall exceed such sum, Seller shall promptly notify Buyer in writing of the damage and this Offer may be canceled 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.

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.

■ **CONDITIONS AFFECTING THE PROPERTY OR TRANSACTION:** "Conditions Affecting the Property or Transaction" are defined to include:

- a. Proposed, planned or commenced public improvements or public construction projects which may result in special assessments or otherwise materially affect the Property or the present use of the Property.
- b. Government agency or court order requiring repair, alteration or correction of any existing condition.
- c. Land division or subdivision for which required state or local approvals were not obtained.
- d. A portion of the Property in a floodplain, wetland or shoreland zoning area under local, state or federal regulations.
- e. A portion of the Property being subject to, or in violation of, a farmland preservation agreement or in a certified farmland preservation zoning district (see lines 130-133), or enrolled in, or in violation of, a Forest Crop, Managed Forest (see lines 111-120), Conservation Reserve (see lines 134-138), or comparable program.
- f. Boundary or lot disputes, encroachments or encumbrances, a joint driveway or violation of fence laws (Wis. Stat. ch. 90) (where one or both of the properties is used and occupied for farming or grazing).
- g. Material violations of environmental rules or other rules or agreements regulating the use of the Property.
- h. Conditions constituting a significant health risk or safety hazard for occupants of the Property.
- i. Underground storage tanks presently or previously on the Property for storage of flammable or combustible liquids, including, but not limited to, gasoline and heating oil.
- j. A Defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, pesticides, herbicides, fertilizer, radon, radium in water supplies, lead or arsenic in soil, or other potentially hazardous or toxic substances on the premises.
- k. Production of methamphetamine (meth) or other hazardous or toxic substances on the Property.
- l. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the Property.
- m. Defects in any well, including unsafe well water due to contaminants such as coliform, nitrates and atrazine, and out-of-service wells and cisterns required to be abandoned (Wis. Admin. Code § NR 812.26) but that are not closed/abandoned according to applicable regulations.

(Definitions Continued on page 5)

IF LINE 190 IS NOT MARKED OR IS MARKED N/A, LINES 230-236 APPLY.

☒ **FINANCING CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written Approved
Commitment Letter from a Wells Fargo SBA Loan [INSERT LOAN PROGRAM OR SOURCE] first mortgage
loan commitment as described below, within 30 days of acceptance of this Offer. The financing selected shall be in an
amount of not less than \$1,500,000.00 for a term of not less than 25 years, amortized over not less than 25 years.
Initial monthly payments of principal and interest shall not exceed \$ 11,000.00 . 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 may not include a prepayment premium. Buyer agrees to pay discount points and/or loan origination
fee in an amount not to exceed _____ % of the loan. If the purchase price under this Offer is modified, the 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 201 or 202.

☒ **FIXED RATE FINANCING:** The annual rate of interest shall not exceed 5.600 %.
☐ **ADJUSTABLE RATE FINANCING:** The initial annual 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 _____ % per
year. The maximum interest rate during the mortgage term shall not exceed _____ %. Monthly payments of principal
and interest may be adjusted to reflect interest changes.

If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing, describe at lines 458-464 or
526-534 or in an addendum attached per line 525.

☒ **BUYER'S LOAN COMMITMENT:** Buyer agrees to pay all customary loan and closing costs, to promptly apply for a
mortgage loan, and to provide evidence of application promptly upon request of Seller. 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 the written loan commitment no
later than the deadline at line 192. **Buyer and Seller agree that delivery of a copy of any written loan commitment to
Seller (even if subject to conditions) shall satisfy the Buyer's financing contingency if, after review of the loan
commitment, Buyer has directed, in writing, delivery of the loan commitment. Buyer's written direction shall
accompany the loan commitment. Delivery shall not satisfy this contingency if accompanied by a notice of
unacceptability.**

**CAUTION: The delivered commitment may contain conditions Buyer must yet satisfy to obligate the lender to provide
the loan. BUYER, BUYER'S LENDER AND AGENTS OF BUYER OR SELLER SHALL NOT DELIVER A LOAN
COMMITMENT TO SELLER OR SELLER'S AGENT WITHOUT BUYER'S PRIOR WRITTEN APPROVAL OR UNLESS
ACCOMPANIED BY A NOTICE OF UNACCEPTABILITY.**

☒ **SELLER TERMINATION RIGHTS:** If Buyer does not make timely delivery of said commitment, Seller may terminate this
Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written loan
commitment.

☒ **FINANCING UNAVAILABILITY:** If financing 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. Unless a specific loan source is
named in this Offer, Seller shall then have 10 days to deliver to Buyer written notice of Seller's decision to finance this
transaction on 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, this Offer shall be null and void. Buyer 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:** Within 7 days of acceptance, a financial institution or third party
in control of Buyer's funds shall provide Seller with reasonable written verification that Buyer has, at the time of verification,
sufficient funds to close. If such written verification is not provided, Seller has the right to terminate this Offer by delivering
written notice to Buyer. Buyer may or may not obtain mortgage financing but does not need the protection of a financing
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 contingency.

☒ **APPRAISAL CONTINGENCY:** This Offer is contingent upon the 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 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 60 days of acceptance, delivers to
Seller a copy of the appraisal report which indicates that the appraised value is not equal to or greater than the agreed upon
purchase price, accompanied by a written notice of termination.

**CAUTION: An appraisal ordered by Buyer's lender may not be received until shortly before closing. Consider whether
deadlines provide adequate time for performance.**

DEFINITIONS CONTINUED FROM PAGE 3

- n. Defects in any septic system or other sanitary disposal system on the Property or out-of-service septic systems not closed/abandoned according to applicable regulations.
- o. Subsoil conditions which would significantly increase the cost of development including, but not limited to, subsurface foundations or waste material; organic or non-organic fill; dumpsites where pesticides, herbicides, fertilizer or other toxic or hazardous materials or containers for these materials were disposed of in violation of manufacturer's or government guidelines or other laws regulating said disposal; high groundwater; adverse soil conditions (e.g. low load bearing capacity, earth or soil movement, slides) or excessive rocks or rock formations.
- p. Brownfields (abandoned, idled or under-used land which may be subject to environmental contamination) or other contaminated land, or soils contamination remediated under PECFA, the Department of Natural Resources (DNR) Remediation and Redevelopment Program, the Agricultural Chemical Cleanup Program or other similar program.
- q. Lack of legal vehicular access to the Property from public roads.
- r. Homeowners' associations, common areas shared or co-owned with others, zoning violations or nonconforming uses, conservation easements, restrictive covenants, rights-of-way, easements, easement maintenance agreements, or use of a part of Property by non-owners, other than recorded utility easements.
- s. Special purpose district, such as a drainage district, lake district, sanitary district or sewer district, that has the authority to impose assessments against the real property located within the district.
- t. Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition.
- u. Property tax increases, other than normal annual increases; completed or pending property tax reassessment of the Property, or proposed or pending special assessments.
- v. Burial sites, archeological artifacts, mineral rights, orchards or endangered species.
- w. Flooding, standing water, drainage problems or other water problems on or affecting the Property.
- x. Material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides.
- y. Significant odor, noise, water intrusion or other irritants emanating from neighboring property.
- z. Substantial crop damage from disease, insects, soil contamination, wildlife or other causes; diseased trees; or substantial injuries or disease in livestock on the Property or neighboring properties.
- aa. Existing or abandoned manure storage facilities on the Property.
- bb. Impact fees, or other conditions or occurrences 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.
- cc. The Property is subject to a mitigation plan required by DNR rules related to county shoreland zoning ordinances that obligates the owner to establish or maintain certain measures related to shoreland conditions, enforceable by the county (see lines 139-145).

dd. All or part of the land has been assessed as agricultural land, the owner has been assessed a use-value conversion charge or the payment of a use-value conversion charge has been deferred.

■ **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. Deadlines expressed as a specific number of "business days" exclude Saturdays, Sundays, 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 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.

■ **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.

■ **FIXTURE:** A "Fixture" is 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 and fences; storage buildings on permanent foundations and docks/piers on permanent foundations.

CAUTION: Exclude any Fixtures to be retained by Seller or which are rented on lines 18-19.

■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-7.

PROPERTY DEVELOPMENT WARNING If Buyer contemplates developing Property for a use other than the current use, there are a variety of issues which should be addressed to ensure the development or new use is feasible. 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 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 which allow Buyer to investigate certain of these issues can be found at lines 306-350 and Buyer may add contingencies as needed in addenda (see line 525). Buyer should review any plans for development or use changes to determine what issues should be addressed in these contingencies.

306 ☒ **PROPOSED USE CONTINGENCIES:** Buyer is purchasing the Property for the purpose of: Office use with
307 showroom. Sales of vehicle accessories. Sale of Vehicles from Within Building.
308 Installation of vehicle accessories. General vehicle repairs. Cont... line 526 - 534
309 [insert proposed use and type and size of building, if applicable; e.g. three bedroom single family home]. The optional
310 provisions checked on lines 314-345 shall be deemed satisfied unless Buyer, within 60 days of acceptance, delivers
311 written notice to Seller specifying those items which cannot be satisfied and written evidence substantiating why each specific
312 item included in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice, this Offer shall be null and void. Seller
313 agrees to cooperate with Buyer as necessary to satisfy the contingencies checked at lines 314-350.

314 ☒ **ZONING CLASSIFICATION CONFIRMATION:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's)
315 [STRIKE ONE] ("Buyer's" if neither is stricken) expense, verification that the Property is zoned M-1 Commercial
316 Indust Park Dist and that the Property's zoning allows the Buyer's proposed use described at lines 306-308.

317 ☐ **SUBSOILS:** This offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) [STRIKE ONE] ("Buyer's" if neither
318 is stricken) expense, written evidence from a qualified soils expert that the Property is free of any subsoil condition which
319 would make the proposed use described at lines 306-308 impossible or significantly increase the costs of such
320 development.

321 ☐ **PRIVATE ONSITE WASTEWATER TREATMENT SYSTEM (POWTS) SUITABILITY:** This Offer is contingent
322 upon Buyer obtaining, at (Buyer's) (Seller's) [STRIKE ONE] ("Buyer's" if neither is stricken) expense, written evidence from
323 a certified soils tester that (a) the soils at the Property locations selected by Buyer, and (b) all other conditions that must
324 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
325 Property as stated on lines 306-308. The POWTS (septic system) allowed by the written evidence must be one of
326 the following POWTS that is approved by the State for use with the type of property identified at lines 306-308 [CHECK]
327 [ALL THAT APPLY]: ☐ conventional in-ground; ☐ mound; ☐ at grade; ☐ in-ground pressure distribution; ☐ holding tank;
328 ☐ other: _____.

329 ☐ **EASEMENTS AND RESTRICTIONS:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) [STRIKE]
330 ONE] ("Buyer's" if neither is stricken) expense, copies of all public and private easements, covenants and restrictions
331 affecting the Property and a written determination by a qualified independent third party that none of these prohibit or
332 significantly delay or increase the costs of the proposed use or development identified at lines 306-308.

333 ☒ **APPROVALS:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) [STRIKE ONE] ("Buyer's" if
334 neither is stricken) expense, permits, approvals and licenses, as appropriate, or the final discretionary action by the
335 granting authority prior to the issuance of such permits, approvals and licenses, for the following items related to Buyer's
336 proposed use: See Line 306 - 308

337 _____.

338 ☐ **UTILITIES:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) [STRIKE ONE] ("Buyer's" if neither
339 is stricken) expense, written verification of the following utility connections at the listed locations (e.g., on the Property, at
340 the lot line, across the street, etc.) [CHECK AND COMPLETE AS APPLICABLE]: ☐ electricity _____;
341 ☐ gas _____; ☐ sewer _____; ☐ water _____;
342 ☐ telephone _____; ☐ cable _____; ☐ other _____.

343 ☒ **ACCESS TO PROPERTY:** This Offer is contingent upon Buyer obtaining, at ~~(Buyer's)~~ (Seller's) [STRIKE ONE]
344 ("Buyer's" if neither is stricken) expense, written verification that there is legal vehicular access to the Property from public
345 roads.

346 ☒ **LAND USE APPROVAL:** This Offer is contingent upon Buyer obtaining, at (Buyer's) ~~(Seller's)~~ [STRIKE ONE] ("Buyer's" if
347 neither is stricken) expense, a ☐ rezoning; ☐ conditional use permit; ☐ license; ☐ variance; ☒ building permit; ☐
348 occupancy permit; ☐ other _____ [CHECK ALL THAT APPLY], and delivering
349 written notice to Seller if the item cannot be obtained, all within 90 days of acceptance for the Property for its proposed
350 use described at lines 306-308.

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

357 [STRIKE AND COMPLETE AS APPLICABLE] Additional map features which may be added include, but are not limited to:
358 staking of all corners of the Property; identifying dedicated and apparent streets; lot dimensions; total acreage or square
359 footage; easements or rights-of-way. **CAUTION: Consider the cost and the need for map features before selecting them.**
360 **Also consider the time required to obtain the map when setting the deadline.** This contingency shall be deemed satisfied
361 unless Buyer, within five days of the earlier of: (1) Buyer's receipt of the map; or (2) the deadline for delivery of said map,
362 delivers to Seller a copy of the map and a written notice which identifies: (1) the significant encroachment; (2) information
363 materially inconsistent with prior representations; or (3) failure to meet requirements stated within this contingency.
364 Upon delivery of Buyer's notice, this Offer shall be null and void.

365 **PROPERTY DIMENSIONS AND SURVEYS** Buyer acknowledges that any land dimensions, total square footage, acreage
 366 figures, or allocation of acreage information, provided to Buyer by Seller or by a broker, may be approximate because of
 367 rounding, formulas used or other reasons, unless verified by survey or other means.

368 **CAUTION: Buyer should verify land dimensions, total square footage/acreage figures and allocation of acreage**
 369 **information if material to Buyer's decision to purchase.**

370 **EARNEST MONEY**

371 ■ **HELD BY:** Unless otherwise agreed, earnest money shall be paid to and held in the trust account of the listing broker
 372 (Buyer's agent if Property is not listed or Seller's account if no broker is involved), until applied to the purchase price or
 373 otherwise disbursed as provided in the Offer.

374 **CAUTION: Should persons other than a broker hold earnest money, an escrow agreement should be drafted by the**
 375 **Parties or an attorney. If someone other than Buyer makes payment of earnest money, consider a special**
 376 **disbursement agreement.**

377 ■ **DISBURSEMENT:** If negotiations do not result in an accepted offer, the earnest money shall be promptly disbursed (after
 378 clearance from payor's depository institution if earnest money is paid by check) to the person(s) who paid the earnest money.
 379 At closing, earnest money shall be disbursed according to the closing statement. If this Offer does not close, the earnest
 380 money shall be disbursed according to a written disbursement agreement signed by all Parties to this Offer. If said
 381 disbursement agreement has not been delivered to broker within 60 days after the date set for closing, broker may disburse
 382 the earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller;
 383 (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; or (4)
 384 any other disbursement required or allowed by law. Broker may retain legal services to direct disbursement per (1) or to file an
 385 interpleader action per (2) and broker may deduct from the earnest money any costs and reasonable attorneys fees, not to
 386 exceed \$250, prior to disbursement.

387 ■ **LEGAL RIGHTS/ACTION:** Broker's disbursement of earnest money does not determine the legal rights of the Parties in
 388 relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by broker. At least 30 days prior to
 389 disbursement per (1) or (4) above, broker shall send Buyer and Seller notice of the disbursement by certified mail. If Buyer or
 390 Seller disagree with broker's proposed disbursement, a lawsuit may be filed to obtain a court order regarding disbursement.
 391 Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of residential property with 1-4
 392 dwelling units and certain other earnest money disputes. Buyer and Seller should consider consulting attorneys regarding their
 393 legal rights under this Offer in case of a dispute. Both Parties agree to hold the broker harmless from any liability for good faith
 394 disbursement of earnest money in accordance with this Offer or applicable Department of Regulation and Licensing
 395 regulations concerning earnest money. See Wis. Admin. Code Ch. RL 18.

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

402 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and persons
 403 registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at
 404 <http://www.widocoffenders.org> or by telephone at (608) 240-5830.

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 after acceptance of this Offer. All other Offer deadlines which are run from acceptance shall run from the time this Offer becomes primary.

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: _____.

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.

TITLE EVIDENCE

CONVEYANCE OF TITLE: Upon payment of the purchase price, Seller shall convey the Property by warranty deed (or 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 disclosure report and in this Offer, general taxes levied in the year of closing and _____.

which constitutes merchantable title for purposes of this transaction. Seller shall complete and execute the documents necessary to record the conveyance at Seller's cost and pay the Wisconsin Real Estate Transfer Fee.

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 all costs of providing title evidence required by Buyer's lender.

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 effective date of the title insurance commitment and before the deed is recorded, subject to the title insurance policy exclusions and exceptions, provided the title company will issue the endorsement. 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 442-449).

PROVISION OF MERCHANTABLE TITLE: For purposes of closing, title evidence shall be acceptable if the required title insurance commitment is 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 418-427, 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 15 days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In such event, Seller shall have a reasonable time, but not exceeding 5 days ("5" 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. In the event that Seller is unable to remove said objections, Buyer may deliver to Seller 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: Special assessments, if any, levied or for work actually commenced prior to the date of this Offer shall be paid by Seller no later than closing. All other special assessments shall be paid by Buyer.

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).

ADDITIONAL PROVISIONS/CONTINGENCIES Seller to Provide any Reports or Testing Results that are Currently held by Seller Including but not Limited to Environmental Evaluations, Soil Testing, Water Delineation Reports...

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

468 If Buyer defaults, Seller may:

- 469 (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or
 470 (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for
 471 actual damages.

472 If Seller defaults, Buyer may:

- 473 (1) sue for specific performance; or
 474 (2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

475 In addition, the Parties may seek any other remedies available in law or equity.

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

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

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

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

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

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

503 ☒ **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 488-502). This Offer
504 is contingent upon a qualified independent inspector(s) conducting an inspection(s), of the Property which discloses no
505 Defects. This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing
506 an inspection of Land by Builder to determine if Lot is Buildable
507 (list any Property feature(s) to be separately inspected, e.g., dumpsite, etc.) which discloses no Defects. Buyer shall order the
508 inspection(s) and be responsible for all costs of inspection(s). Buyer may have follow-up inspections recommended in a
509 written report resulting from an authorized inspection performed provided they occur prior to the deadline specified at line 513.
510 Inspection(s) shall be performed by a qualified independent inspector or independent qualified third party.

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

513 This contingency shall be deemed satisfied unless Buyer, within 90 days of acceptance, delivers to Seller a copy of the written
514 inspection report(s) and a written notice listing the Defect(s) identified in those report(s) to which Buyer objects (Notice of Defects).

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

516 For the purposes of this contingency, Defects (see lines 287-289) do not include conditions the nature and extent of which the
517 Buyer had actual knowledge or written notice before signing this Offer.

518 **■ RIGHT TO CURE:** Seller (shall)(shall not) STRIKE ONE ("shall" if neither is stricken) have a right to cure the Defects. If
519 Seller has the right to cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of
520 Buyer's delivery of the Notice of Defects stating Seller's election to cure Defects, (2) curing the Defects in a good and
521 workmanlike manner and (3) delivering to Buyer a written report detailing the work done within 3 days prior to closing. This
522 Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and: (1)
523 Seller does not have a right to cure or (2) Seller has a right to cure but: (a) Seller delivers written notice that Seller will not cure
524 or (b) Seller does not timely deliver the written notice of election to cure.

525 ☐ **ADDENDA:** The attached _____ is/are made part of this Offer.

526 **ADDITIONAL PROVISIONS/CONTINGENCIES** City of Appleton Agrees to reimburse Buyer 50% of the
527 Purchase Price. Said Reimbursement will be in the form of a Check and to be Received by
528 Buyer Within 10 Days after Occupancy Permit is Granted.

530 All uses are subject to the guidelines set forth in M-1 Industrial Park District zoning and
531 the Deed Restrictions and Covenants.

535 This Offer was drafted by [Licensee and Firm] Jim Bunjovac, J. Ross & Associates LLC

536 _____ on May 3, 2017

537 (x) Shawn Charter ALCO TECH PROPERTIES LLC 5-3-17
538 Buyer's Signature ▲ Print Name Here ▶ Alco Tech Date ▲

539 (x) _____
540 Buyer's Signature ▲ Print Name Here ▶ _____ Date ▲

541 **EARNEST MONEY RECEIPT** Broker acknowledges receipt of earnest money as per line 10 of the above Offer.

542 _____ Broker (By) _____

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

546 (x) _____
547 Seller's Signature ▲ Print Name Here ▶ _____ Date ▲

548 (x) _____
549 Seller's Signature ▲ Print Name Here ▶ _____ Date ▲

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

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

552 This Offer is rejected _____ This Offer is countered [See attached counter] _____
553 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

Southpoint Commerce Park Appleton, Wisconsin

Legend

Subject Parcel

Accepted Offer

Park Boundary

For Sale (City Owned)

Properties for Sale (Privately Owned)

Privately Owned Parcels

City Limits





MEMORANDUM

TO: Community and Economic Development Committee

FROM: Matt Rehbein, Economic Development Specialist

DATE: May 10, 2017

RE: Award Vantage Drive and Milis Drive gas, electric, and lighting project as sole source contract to WE Energies in the amount of \$100,983.17 with a 10% contingency of \$10,098.32 for a project total not to exceed \$111,081.49

The City has received quotes from WE Energies to install gas, electrical, and lighting service in the Southpoint Commerce Park along Vantage Drive from Lakeland Drive to Eisenhower Drive and along Milis Drive from Alliance Drive to Eisenhower Drive for a total of \$100,983.17 (attached).

	Electrical	Gas	Lighting	Total
Vantage Dr. (Lakeland Dr. to Eisenhower Dr.)	19,944.52	7,933.90	14,971.03	42,849.45
Milis Dr. (Alliance Dr. to Eisenhower Dr.)	24,384.94	11,947.00	21,801.78	58,133.72
Total				\$100,983.17

WE Energies is the only utility provider of gas, electrical, and lighting service to this area, so no other bids were solicited. This is a sole source contract; as such, it was reviewed by the City's Purchasing Manager and no concerns were identified.

The proposed contract does allow for additional cost in the event of unusual conditions, delays in our construction schedule or other changes we request; therefore, we are requesting approval with a 10% contingency. This work is in the 2017 CIP for Southpoint Commerce Park. Also attached for reference is a map indicating the current locations of gas and electric service in Southpoint Commerce Park.

Staff Recommendation:

Award Vantage Drive and Milis Drive gas, electric, and lighting project as sole source contract to WE Energies in the amount of \$100,983.17 with a 10% contingency of \$10,098.32 for a project total not to exceed \$111,081.49 **BE APPROVED**.



We Energies

231 W. Michigan Street
Milwaukee, WI 53203

www.we-energies.com

May 4, 2017

City of Appleton
Attn: Michael Hardy
100 N. Appleton St.
Appleton, WI 54911

Subject: Work Request 3803259; Lighting at Vantage Drive, Appleton

Dear Mr. Hardy:

A work order for Night Aura® Outdoor Lighting, provided by We Energies, is detailed on subsequent pages of this letter. The upfront charge for this work, which expires 90 days from the date of this letter, is \$14,971.03, and does not include site restoration. The initial net change to monthly charges will increase by \$66.05, which is subject to future rate changes as approved by the Public Service Commission of Wisconsin.

- Luminaires are controlled to provide dusk to dawn operation.
- Normal maintenance is performed by the Company upon notification.
- All fixtures are warranted until removed. Non-Standard poles and conductors are warranted for 15 years.
- For installation, removal and maintenance, the customer shall locate private underground facilities and grant or obtain, without expense to We Energies: access to property, necessary permissions, easements, ordinance satisfaction and permits.
- Termination or change requests after installation and prior to conclusion of the Initial Term shall result in customer charges. Monthly rates for fixtures on the LED rate are reduced after Initial Term.
- A complete list of applicable Lighting Tariff terms & conditions are available at www.we-energies.com.
- We Energies does not guarantee this installation meets AASHTO or the Illuminating Engineering Society's minimum recommended standards for lighting.

Please sign all of the enclosed documents and return them, along with payment for the upfront charge (check made payable to We Energies) in the enclosed envelope. Material will be ordered after all authorizations and payment have been received and this order will be released to construction for scheduling after all contingencies have been met. If you have any questions, please call me at 920-380-3346.

Sincerely,

Stacy Czajkowski
Stacy Czajkowski

By signing this letter, you authorize us to do this work and acknowledge acceptance of the Rates and Conditions of the specified tariffs as approved by the Public Service Commission of Wisconsin.

By: _____

Date: _____

Print Name: _____

Title: _____

Non-Standard Lighting Record - WI

Billing Name	City of Appleton			
Billing Address	100 N. Appleton St			
C/T/V	City of Appleton	State	WI	Zip 54911
Service Address, if different than Billing Address				
Name	City of Appleton			
Address	100 N. Appleton St			
C/T/V	City of Appleton	State	WI	Zip 54911

Premise	Install	Remove
Account		
New Account?	<input type="checkbox"/> Yes	
Customer Type	Governmental (MS4 / LE6)	
Work Request	3803259	
Related Work Request		
Page # / of #	1/1	

[illegible]


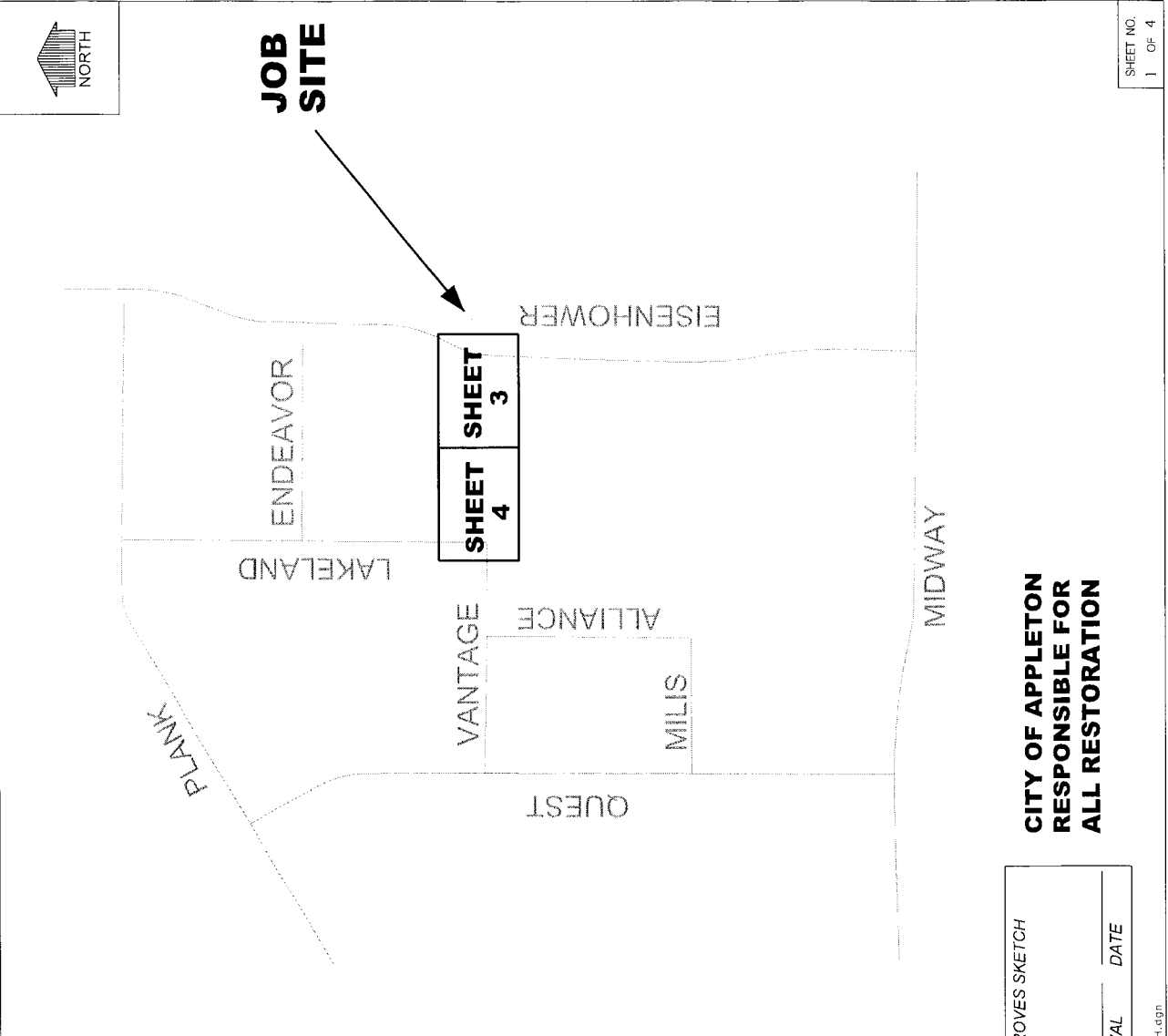
* Monthly total subject to future rate changes approved by Public Service Commission

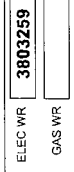
Comments:

Authorization:

Property Owner / Authorized Representative Signature

Date _____

		ELEC WR 3803259	
CITY / TOWN / VILLAGE: C - APPLETON		GAS WR <input type="checkbox"/>	
CUST/PROJ NAME: CITY OF APPLETON			
PROJECT LOCATION: E VANTAGE DR			
BETWEEN EISENHOWER & ALLIANCE			
WORK DESCRIPTION: INSTALL LED LIGHTING ALONG VANTAGE			
DRIVE PRIOR TO STREET WORK BY CITY OF APPLETON			
PREPARED BY: ANDY ROOYAKKERS			
E-MAIL: ANDREW.ROOYAKKERS@WE-ENERGIES.COM			
OFFICE #: 920-380-3476 CELL #: 920-858-4857			
PAGER #: _____ IO #: 26057			
PROJECT ID: _____ CGS #: _____			
DATE PREPARED: 4/29/17 DATE REVISED: _____			
RAILROAD PERMITTING/FLAGGING REQUIRED <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO RR NAME _____			
CORROSION CONTACT: NA PHONE #: _____			
JOB INFO:			
SECTION / TOWN / RANGE: SE1/4 SEC4, T20N, R18E			
SITE VISIT COMPLETED BY: ANDY ROOYAKKERS			
JOB OWNER: STACY CZAJKOWSKI (920) 380-3346			
CONTINGENCIES & COMMENTS:			
DIGGERS HOTLINE REQUIRED			
WE ENERGIES WILL NOT RESTORE			
WE ENERGIES WILL NOT HAUL SPOIL			
CUSTOMER IS REQUIRED TO LOCATE ALL PRIVATE UNDERGROUND FACILITIES PRIOR TO INSTALLATION			
WE ENERGIES IS NOT RESPONSIBLE FOR ROOT DAMAGE			
VANTAGE DR WRs:			
3802081: GAS MAIN			
3801595: 3Ø ELEC			
3803259: STREET LIGHTING			
GAS TO BE INSTALLED			
SOLO IN ROW			
ELEC WILL BE INSTALLED			
WITHIN EASMENTS ON PRIVATE			
CITY OF APPLETON RESPONSIBLE FOR ALL RESTORATION			
CUSTOMER HAS REVIEWED AND APPROVES SKETCH			
CUSTOMER'S SIGNATURE OF APPROVAL _____ DATE _____			
COMMON INFORMATION			
STAKING REQUIREMENTS:			
<input checked="" type="checkbox"/> SURVEYOR <input type="checkbox"/> STAKED <input type="checkbox"/> MAIN / SERVICE IN EASEMENT: <input type="checkbox"/> YES <input type="checkbox"/> NO			
<input type="checkbox"/> DESIGNER <input type="checkbox"/> NOT NEEDED <input type="checkbox"/> WE ENERGIES <input checked="" type="checkbox"/> CUSTOMER			
RESTORE PRIVATE PROPERTY: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
WORK IS APPROX 1200 FT. DIRECTION E OF CL OF SQUEST DR NEAREST CROSS STREET (ALSO FOR GAS SERVICE TIE)			
ELECTRIC INFORMATION			
OPER MAP #: 3906-8984-02 FEEDERLINE #: FLPK54 ABC			
CATV JOINT USE #: _____ TEL JOINT USE #: _____			
PROPOSED GAS SERVICE INFORMATION			
MTR SIZE: _____ MTR TYPE: _____ PRES: <input type="checkbox"/> EFV <input type="checkbox"/> RELIGHT			
SERV PIPE SIZE: _____ MATERIAL: _____ CORNER <input type="checkbox"/> CURB VLV <input type="checkbox"/> TIE IN PIPING			
MTR LOC: _____ FT. OF _____			
CONSTRUCTION TYPE: _____			
CRITICAL SAFETY RULES - EO:			
1. Enclosed space procedures			
2. Excavation and shoring			
3. Rubber gloves and sleeves			
4. Fall protection			
5. Lock out - Tag out			
6. Seat belts			
7. Securing parked vehicles			
JOB SITE			
			
SHEET NO. 1 OF 4			



3803259

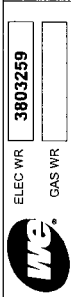
3803259



FEEDER SKETCH
F LPK54 ABC
(NOT FIELD VERIFIED)

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SHEET NO.
2 OF 4



ELEC WR 3803259

GAS WR

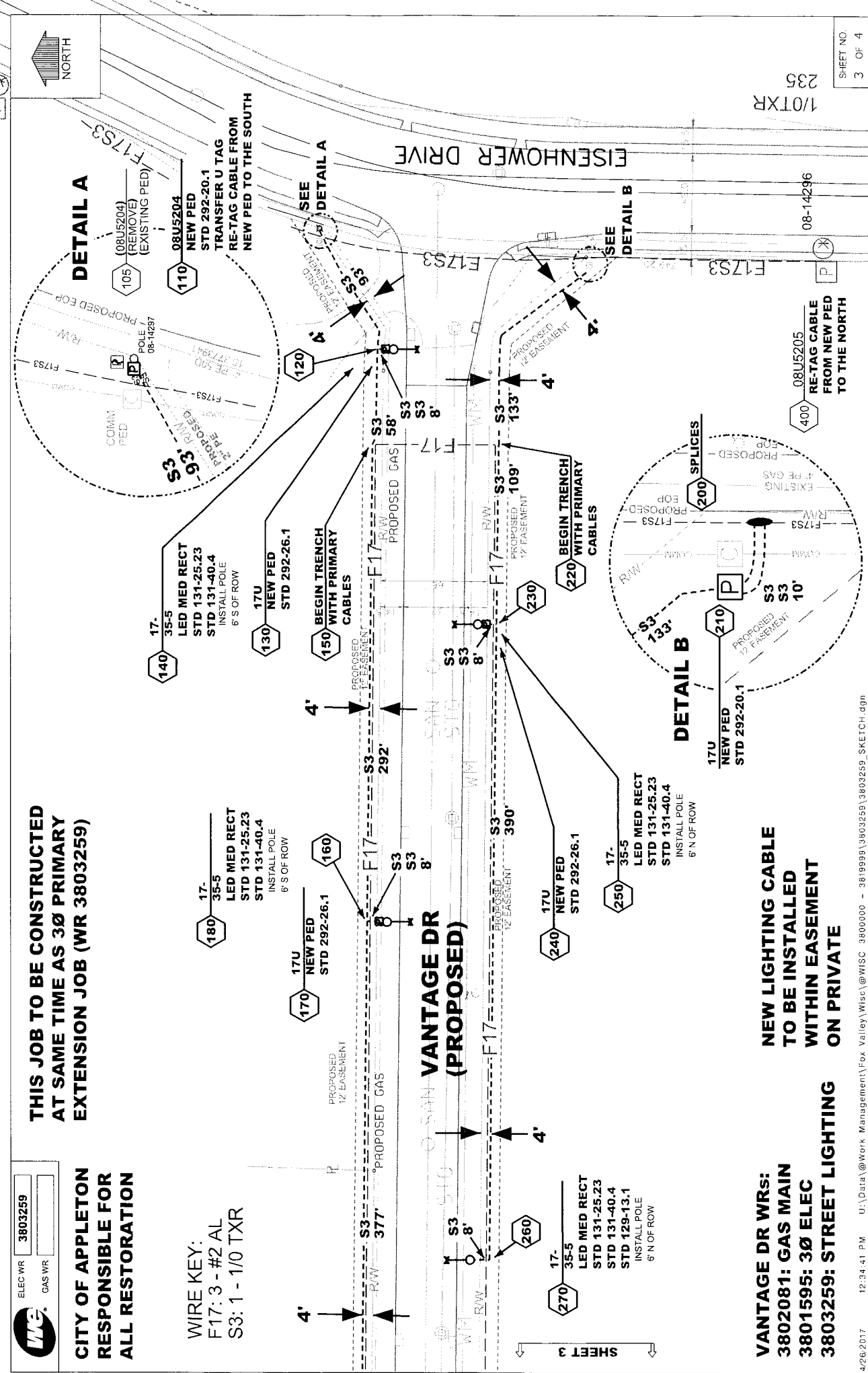
**THIS JOB TO BE CONSTRUCTED
AT SAME TIME AS 3Ø PRIMARY
EXTENSION JOB (WR 3803259)**

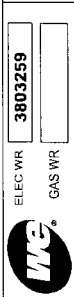
**CITY OF APPLETON
RESPONSIBLE FOR
ALL RESTORATION**

WIRE KEY:
F17: 3 - #2 AL
S3: 1 - 1/0 TXR

VANTAGE DR WRs:
3802081: GAS MAIN
3801595: 3Ø ELEC
3803259: STREET LIGHTING

**NEW LIGHTING CABLE
TO BE INSTALLED
WITHIN EASEMENT
ON PRIVATE**





ELEC WR 3803259

GAS WR

VANTAGE DR WRS:
3802081: GAS MAIN
3801595: 3Ø ELEC
3803259: STREET LIGHTING

**THIS JOB TO BE CONSTRUCTED
AT SAME TIME AS 3Ø PRIMARY
EXTENSION JOB (WR 3803259)**

WIRE KEY:
F17: 3 - #2 AL
S3: 1 - 1/0 TXR

LAKELAND DRIVE

**VANTAGE DR
(EXISTING)**

ALLIANCE DRIVE

**NEW LIGHTING CABLE
TO BE INSTALLED
WITHIN EASEMENT
ON PRIVATE**

**CITY OF APPLETON
RESPONSIBLE FOR
ALL RESTORATION**



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SHEET NO.
4 OF 4

SHEET 4

WE ENERGIES - ELECTRIC OPERATIONS			STANDARD WIRE KEY		NEUTRAL		SECONDARY - 1PHASE		SECONDARY - 3PHASE	
UNLESS OTHERWISE NOTED IN THIS DOCUMENT, THE FOLLOWING NOTES APPLY:			OVERHEAD PRIMARY E, F, H, Q, R, W, X or Z		STATIC WIRE - SW 1/0AS for W, H and J; 2/0AS for R		S 6DX		S 1/0 TXF	
-LOCATION OF OBSTRUCTIONS ARE FROM RECORDS AND MUST BE VERIFIED IN THE FIELD.			Z 1 #2 ACSR		DIRECT BURY PRIMARY - E, F, H, Q, R, W, X or Z		N1 1-#1/0 ACSR		S1 4 TX	
-MAINTAIN 2' MIN. CLEARANCE BETWEEN OUTSIDE FACE OF MANHOLE & BELL OF PIPE.			Z1 1 #1/0 ACSR		Z13 1 #1 AL 25KV		N2 1-#3/0 ACSR		S2 2 TX	
-THIS APPLIES TO GAS AND WATER MAINS.			Z2 1 #3/0 ACSR		Z14 3 #1 AL 25KV		N3 1-#4/0 AL		S3 3/0 TX	
-MAINTAIN 2' MIN. VERTICAL CLEARANCE AT CROSSINGS OF SEWER OR WATER MAINS.			Z3 2 #2 ACSR		Z15 3 #500 AL 28KV		N4 1-#336 ACSR		S4 3/0 TXR	
-MAINTAIN 3' MIN. HORIZONTAL DIST. BETWEEN CONDUIT AND SEWER.			Z4 3 #1/0 ACSR		Z16 1 #2 AL 15KV		N5 REMOVAL		S5 350 TXR	
-MAINTAIN 5' MIN. HORIZONTAL DIST. BETWEEN CONDUIT AND WATER MAINS.			Z5 3 #3/0 ACSR		Z17 3 #42 AL 15KV		GUYING		S6 750 TXR	
NOTE - CLEARANCES SHOWN ARE MINIMUM DISTANCES - REFERENCE PERMITS FOR SPECIFIC CLEARANCE REQUIREMENTS. ADDITIONAL UNDERGROUND INFORMATION ON EXCAVATION, BACKFILLING AND CLEARANCES CAN BE FOUND IN STD. 281-02.			Z7 3 #336 ACSR		Z18 3 #500 AL 15KV		G 1/4" ARM GUY		S7 1/0 TXF	
			Z9 SPECIAL LIST ON SKETCH		Z19 3 #750 AL 35KV		G1 5/16" ARM GUY		S8 4/0 TXF	
			Z10 1 WIRE REMOVAL		Z20 3 #750 AL 35KV		G2 3/8" ARM GUY		S9 336 TXR	
			Z11 2 WIRE REMOVAL		Z21 3 #750 AL 28KV		G3 5/16" POLE GUY		S10 750 TXF	
			Z12 3 WIRE REMOVAL				G4 3/8" POLE GUY		S11 3/0 QXR	
							G5 7/16" POLE GUY		S12 3 WIRE MAIN	

WE ENERGIES WORK REQUEST ENVIRONMENTAL NOTES (Notes 1 through 7 apply to ALL work requests)		NEUTRAL		SECONDARY - 1PHASE		SECONDARY - 3PHASE	
EROSION CONTROL LEGEND		NEUTRAL		SECONDARY - 1PHASE		SECONDARY - 3PHASE	
ENV 8, 27	ENV APPROXIMATE BORE PIT LOCATION	NEUTRAL		SECONDARY - 1PHASE		SECONDARY - 3PHASE	
BORE PIT	CONTROL	NEUTRAL		SECONDARY - 1PHASE		SECONDARY - 3PHASE	
INLET PROTECTION, TYPE	ABC/D	NEUTRAL		SECONDARY - 1PHASE		SECONDARY - 3PHASE	
12" WATTLE or 12"/20" SEDIMENT LOG or 9.5"/20" EROSION FEE		NEUTRAL		SECONDARY - 1PHASE		SECONDARY - 3PHASE	
STONE DITCH CHECK		NEUTRAL		SECONDARY - 1PHASE		SECONDARY - 3PHASE	
ROCK BAG		NEUTRAL		SECONDARY - 1PHASE		SECONDARY - 3PHASE	
MULCH		NEUTRAL		SECONDARY - 1PHASE		SECONDARY - 3PHASE	
SOIL STABILIZER, TYPE A		NEUTRAL		SECONDARY - 1PHASE		SECONDARY - 3PHASE	
EROSION MAT CLASS I, TYPE A		NEUTRAL		SECONDARY - 1PHASE		SECONDARY - 3PHASE	
EROSION MAT CLASS I, TYPE B		NEUTRAL		SECONDARY - 1PHASE		SECONDARY - 3PHASE	
EROSION MAT CLASS I, TYPE A URBAN		NEUTRAL		SECONDARY - 1PHASE		SECONDARY - 3PHASE	
EROSION MAT CLASS I, TYPE B URBAN		NEUTRAL		SECONDARY - 1PHASE		SECONDARY - 3PHASE	
EROSION MAT CLASS II		NEUTRAL		SECONDARY - 1PHASE		SECONDARY - 3PHASE	
EROSION MAT CLASS III		NEUTRAL		SECONDARY - 1PHASE		SECONDARY - 3PHASE	
VEGETATIVE BUFFER		NEUTRAL		SECONDARY - 1PHASE		SECONDARY - 3PHASE	
TRACKING PAD		NEUTRAL		SECONDARY - 1PHASE		SECONDARY - 3PHASE	
TIMBER MAT		NEUTRAL		SECONDARY - 1PHASE		SECONDARY - 3PHASE	
SILT FENCE		NEUTRAL		SECONDARY - 1PHASE		SECONDARY - 3PHASE	
TEMPORARY SEDIMENT BASIN		NEUTRAL		SECONDARY - 1PHASE		SECONDARY - 3PHASE	
SURFACE WATER FLOW		NEUTRAL		SECONDARY - 1PHASE		SECONDARY - 3PHASE	

WE ENERGIES WORK REQUEST ENVIRONMENTAL NOTES (Notes 1 through 7 apply to ALL work requests)		NEUTRAL		SECONDARY - 1PHASE		SECONDARY - 3PHASE	
EROSION CONTROL LEGEND		NEUTRAL		SECONDARY - 1PHASE		SECONDARY - 3PHASE	
ENV 8, 27	ENV APPROXIMATE BORE PIT LOCATION	NEUTRAL		SECONDARY - 1PHASE		SECONDARY - 3PHASE	
BORE PIT	CONTROL	NEUTRAL		SECONDARY - 1PHASE		SECONDARY - 3PHASE	
INLET PROTECTION, TYPE	ABC/D	NEUTRAL		SECONDARY - 1PHASE		SECONDARY - 3PHASE	
12" WATTLE or 12"/20" SEDIMENT LOG or 9.5"/20" EROSION FEE		NEUTRAL		SECONDARY - 1PHASE		SECONDARY - 3PHASE	
STONE DITCH CHECK		NEUTRAL		SECONDARY - 1PHASE		SECONDARY - 3PHASE	
ROCK BAG		NEUTRAL		SECONDARY - 1PHASE		SECONDARY - 3PHASE	
MULCH		NEUTRAL		SECONDARY - 1PHASE		SECONDARY - 3PHASE	
SOIL STABILIZER, TYPE A		NEUTRAL		SECONDARY - 1PHASE		SECONDARY - 3PHASE	
EROSION MAT CLASS I, TYPE A		NEUTRAL		SECONDARY - 1PHASE		SECONDARY - 3PHASE	
EROSION MAT CLASS I, TYPE B		NEUTRAL		SECONDARY - 1PHASE		SECONDARY - 3PHASE	
EROSION MAT CLASS I, TYPE A URBAN		NEUTRAL		SECONDARY - 1PHASE		SECONDARY - 3PHASE	
EROSION MAT CLASS I, TYPE B URBAN		NEUTRAL		SECONDARY - 1PHASE		SECONDARY - 3PHASE	
EROSION MAT CLASS II		NEUTRAL		SECONDARY - 1PHASE		SECONDARY - 3PHASE	
EROSION MAT CLASS III		NEUTRAL		SECONDARY - 1PHASE		SECONDARY - 3PHASE	
VEGETATIVE BUFFER		NEUTRAL		SECONDARY - 1PHASE		SECONDARY - 3PHASE	
TRACKING PAD		NEUTRAL		SECONDARY - 1PHASE		SECONDARY - 3PHASE	
TIMBER MAT		NEUTRAL		SECONDARY - 1PHASE		SECONDARY - 3PHASE	
SILT FENCE		NEUTRAL		SECONDARY - 1PHASE		SECONDARY - 3PHASE	
TEMPORARY SEDIMENT BASIN		NEUTRAL		SECONDARY - 1PHASE		SECONDARY - 3PHASE	
SURFACE WATER FLOW		NEUTRAL		SECONDARY - 1PHASE		SECONDARY - 3PHASE	

WE ENERGIES WORK REQUEST ENVIRONMENTAL NOTES (Notes 1 through 7 apply to ALL work requests)		NEUTRAL		SECONDARY - 1PHASE		SECONDARY - 3PHASE	
EROSION CONTROL LEGEND		NEUTRAL		SECONDARY - 1PHASE		SECONDARY - 3PHASE	
ENV 8, 27	ENV APPROXIMATE BORE PIT LOCATION	NEUTRAL		SECONDARY - 1PHASE		SECONDARY - 3PHASE	
BORE PIT	CONTROL	NEUTRAL		SECONDARY - 1PHASE		SECONDARY - 3PHASE	
INLET PROTECTION, TYPE	ABC/D	NEUTRAL		SECONDARY - 1PHASE		SECONDARY - 3PHASE	
12" WATTLE or 12"/20" SEDIMENT LOG or 9.5"/20" EROSION FEE		NEUTRAL		SECONDARY - 1PHASE		SECONDARY - 3PHASE	
STONE DITCH CHECK		NEUTRAL		SECONDARY - 1PHASE		SECONDARY - 3PHASE	
ROCK BAG		NEUTRAL		SECONDARY - 1PHASE		SECONDARY - 3PHASE	
MULCH		NEUTRAL		SECONDARY - 1PHASE		SECONDARY - 3PHASE	
SOIL STABILIZER, TYPE A		NEUTRAL		SECONDARY - 1PHASE		SECONDARY - 3PHASE	
EROSION MAT CLASS I, TYPE A		NEUTRAL		SECONDARY - 1PHASE		SECONDARY - 3PHASE	
EROSION MAT CLASS I, TYPE B		NEUTRAL		SECONDARY - 1PHASE		SECONDARY - 3PHASE	
EROSION MAT CLASS I, TYPE A URBAN		NEUTRAL		SECONDARY - 1PHASE		SECONDARY - 3PHASE	
EROSION MAT CLASS I, TYPE B URBAN		NEUTRAL		SECONDARY - 1PHASE		SECONDARY - 3PHASE	
EROSION MAT CLASS II		NEUTRAL		SECONDARY - 1PHASE		SECONDARY - 3PHASE	
EROSION MAT CLASS III		NEUTRAL		SECONDARY - 1PHASE		SECONDARY - 3PHASE	
VEGETATIVE BUFFER		NEUTRAL		SECONDARY - 1PHASE		SECONDARY - 3PHASE	
TRACKING PAD		NEUTRAL		SECONDARY - 1PHASE		SECONDARY - 3PHASE	
TIMBER MAT		NEUTRAL		SECONDARY - 1PHASE		SECONDARY - 3PHASE	
SILT FENCE		NEUTRAL		SECONDARY - 1PHASE		SECONDARY - 3PHASE	
TEMPORARY SEDIMENT BASIN		NEUTRAL		SECONDARY - 1PHASE		SECONDARY - 3PHASE	
SURFACE WATER FLOW		NEUTRAL		SECONDARY - 1PHASE		SECONDARY - 3PHASE	

WE ENERGIES WORK REQUEST ENVIRONMENTAL NOTES (Notes 1 through 7 apply to ALL work requests)		NEUTRAL		SECONDARY - 1PHASE		SECONDARY - 3PHASE	
EROSION CONTROL LEGEND		NEUTRAL		SECONDARY - 1PHASE		SECONDARY - 3PHASE	
ENV 8, 27	ENV APPROXIMATE BORE PIT LOCATION	NEUTRAL		SECONDARY - 1PHASE		SECONDARY - 3PHASE	
BORE PIT	CONTROL	NEUTRAL		SECONDARY - 1PHASE		SECONDARY - 3PHASE	
INLET PROTECTION, TYPE	ABC/D	NEUTRAL		SECONDARY - 1PHASE		SECONDARY - 3PHASE	
12" WATTLE or 12"/20" SEDIMENT LOG or 9.5"/20" EROSION FEE		NEUTRAL		SECONDARY - 1PHASE		SECONDARY - 3PHASE	
STONE DITCH CHECK		NEUTRAL		SECONDARY - 1PHASE		SECONDARY - 3PHASE	
ROCK BAG		NEUTRAL		SECONDARY - 1PHASE		SECONDARY - 3PHASE	
MULCH		NEUTRAL		SECONDARY - 1PHASE		SECONDARY - 3PHASE	
SOIL STABILIZER, TYPE A		NEUTRAL		SECONDARY - 1PHASE		SECONDARY - 3PHASE	
EROSION MAT CLASS I, TYPE A		NEUTRAL		SECONDARY - 1PHASE		SECONDARY - 3PHASE	
EROSION MAT CLASS I, TYPE B		NEUTRAL		SECONDARY - 1PHASE		SECONDARY - 3PHASE	
EROSION MAT CLASS I, TYPE A URBAN		NEUTRAL		SECONDARY - 1PHASE		SECONDARY - 3PHASE	
EROSION MAT CLASS I, TYPE B URBAN		NEUTRAL		SECONDARY - 1PHASE		SECONDARY - 3PHASE	
EROSION MAT CLASS II		NEUTRAL		SECONDARY - 1PHASE		SECONDARY - 3PHASE	
EROSION MAT CLASS III		NEUTRAL		SECONDARY - 1PHASE		SECONDARY - 3PHASE	
VEGETATIVE BUFFER		NEUTRAL		SECONDARY - 1PHASE		SECONDARY - 3PHASE	
TRACKING PAD		NEUTRAL		SECONDARY - 1PHASE		SECONDARY - 3PHASE	
TIMBER MAT		NEUTRAL		SECONDARY - 1PHASE		SECONDARY - 3PHASE	
SILT FENCE		NEUTRAL		SECONDARY - 1PHASE		SECONDARY - 3PHASE	
TEMPORARY SEDIMENT BASIN		NEUTRAL					



We Energies

231 W. Michigan Street
Milwaukee, WI 53203

www.we-energies.com

May 4, 2017

City of Appleton
Attn: Michael Hardy
100 N. Appleton St.
Appleton, WI 54911

Subject: Work Request 3850623; Lighting at Milis Drive, Appleton

Dear Mr. Hardy:

A work order for Night Aura® Outdoor Lighting, provided by We Energies, is detailed on subsequent pages of this letter. The upfront charge for this work, which expires 90 days from the date of this letter, is \$21,801.78, and does not include site restoration. The initial net change to monthly charges will increase by \$92.47, which is subject to future rate changes as approved by the Public Service Commission of Wisconsin.

- Luminaires are controlled to provide dusk to dawn operation.
- Normal maintenance is performed by the Company upon notification.
- All fixtures are warranted until removed. Non-Standard poles and conductors are warranted for 15 years.
- For installation, removal and maintenance, the customer shall locate private underground facilities and grant or obtain, without expense to We Energies: access to property, necessary permissions, easements, ordinance satisfaction and permits.
- Termination or change requests after installation and prior to conclusion of the Initial Term shall result in customer charges. Monthly rates for fixtures on the LED rate are reduced after Initial Term.
- A complete list of applicable Lighting Tariff terms & conditions are available at www.we-energies.com.
- We Energies does not guarantee this installation meets AASHTO or the Illuminating Engineering Society's minimum recommended standards for lighting.

Please sign all of the enclosed documents and return them, along with payment for the upfront charge (check made payable to We Energies) in the enclosed envelope. Material will be ordered after all authorizations and payment have been received and this order will be released to construction for scheduling after all contingencies have been met. If you have any questions, please call me at 920-380-3346.

Sincerely,

Stacy Czajkowski
Stacy Czajkowski

By signing this letter, you authorize us to do this work and acknowledge acceptance of the Rates and Conditions of the specified tariffs as approved by the Public Service Commission of Wisconsin.

By: _____

Date: _____

Print Name: _____

Title: _____

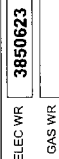
Billing Name	City of Appleton					
Billing Address	100 N. Appleton St					
C/T/V	City of Appleton	State	WI	Zip	54911	
Service Address, if different than Billing Address						
Name	City of Appleton					
Address	100 N. Appleton St					
C/T/V	City of Appleton	State	WI	Zip	54911	

Premise Account?	<input type="checkbox"/> Yes
New Account?	<input type="checkbox"/> Yes
Customer Type	Governmental (MS4 / LE6)
Work Request	3850623
Related Work Request	
Page # / of #	1/1

[illegible]

Authorization:

Date _____



ELEC WR	GAS WR
---------	--------



JOB SITE

330 PRIM ELEC
ALONG MILES
INSTALLED UNDER
WR 3850159

SHEET NO.
2 OF 4

12/26/2017 12:39:50 PM U:\Data\@Work Management\Fox Valley\Wisc\@WISC 3840000 - 3859999\3850623\3850623_SKETCH.dgn



THIS JOB TO BE CONSTRUCTED
AT SAME TIME AS WR 3850159
(3Ø PRIM LINE EXTENSION
ALONG MILIS DR)

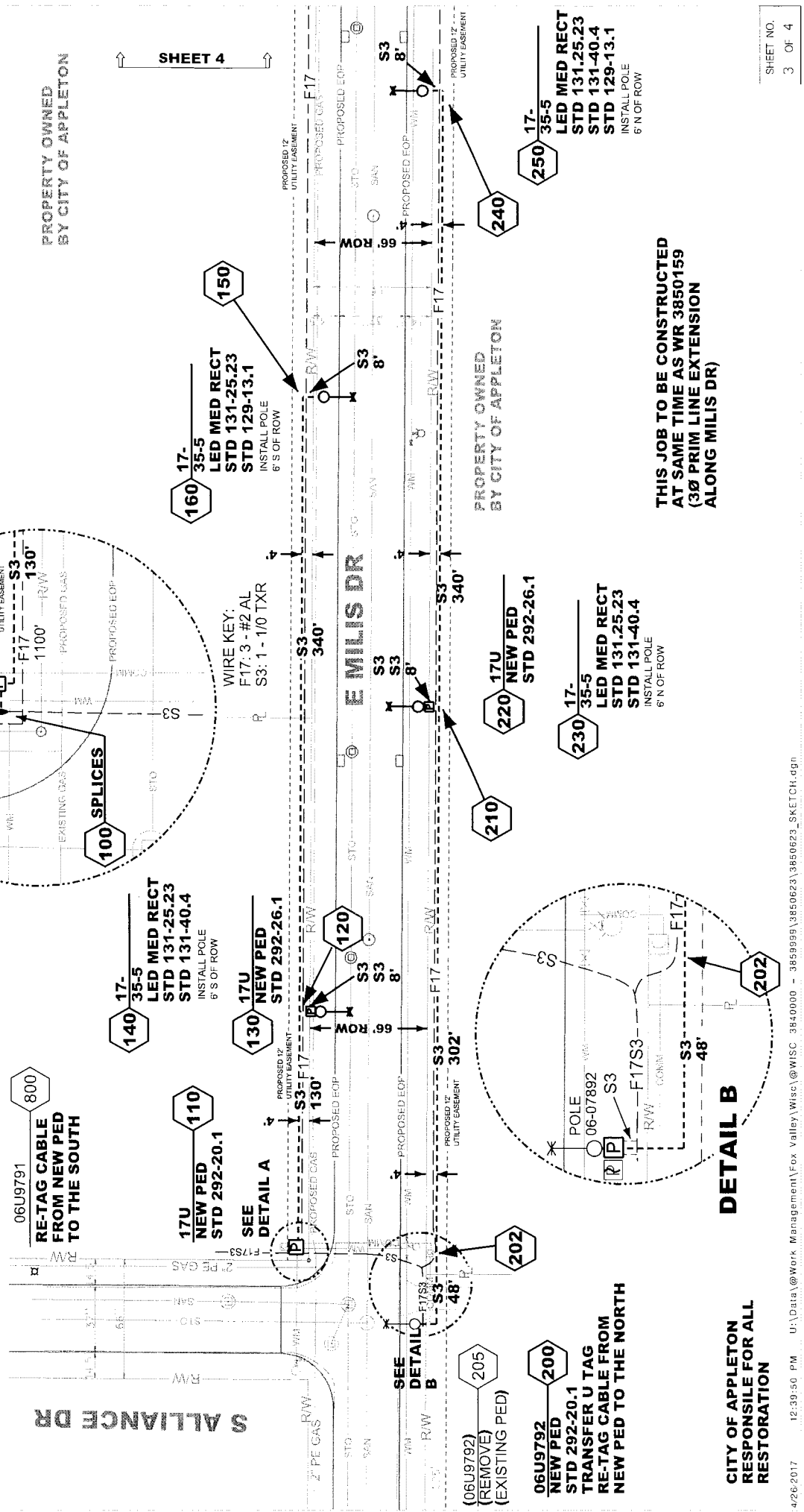
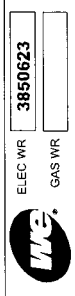
NEW LIGHTING CABLE
TO BE INSTALLED
WITHIN EASEMENT
ON PRIVATE

PROPERTY OWNED
BY CITY OF APPLETON

SHEET 4

SHEET NO.
3 OF 4

E MILIS DR WRS:
GAS: 3948673
LIGHTING: 3850623
3Ø ELEC: 3850159

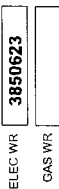


DETAIL A

DETAIL B

THIS JOB TO BE CONSTRUCTED
AT SAME TIME AS WR 3850159
(3Ø PRIM LINE EXTENSION
ALONG MILIS DR)

CITY OF APPLETON
RESPONSIBLE FOR ALL
RESTORATION



**E MILIS DR WRS:
GAS: 3948673
LIGHTING: 38506
3Ø ELEC: 385015**

**THIS JOB TO BE CONSTRUCTED
AT SAME TIME AS WR 3850159
(3Ø PRIM LINE EXTENSION
ALONG MILIS DR)**

**NEW LIGHTING CABLE
TO BE INSTALLED
WITHIN EASEMENT
ON PRIVATE**

PROPERTY OWNED
BY CITY OF APPLETON

17-
370 35-5
LED MED RECT
STD 131-25.23
STD 131-40.4
STD 129-13.1
INSTALL POLE
6' S OF ROW

SHEET 3

PROPERTY OWNED
BY CITY OF APPLETON

17-
430

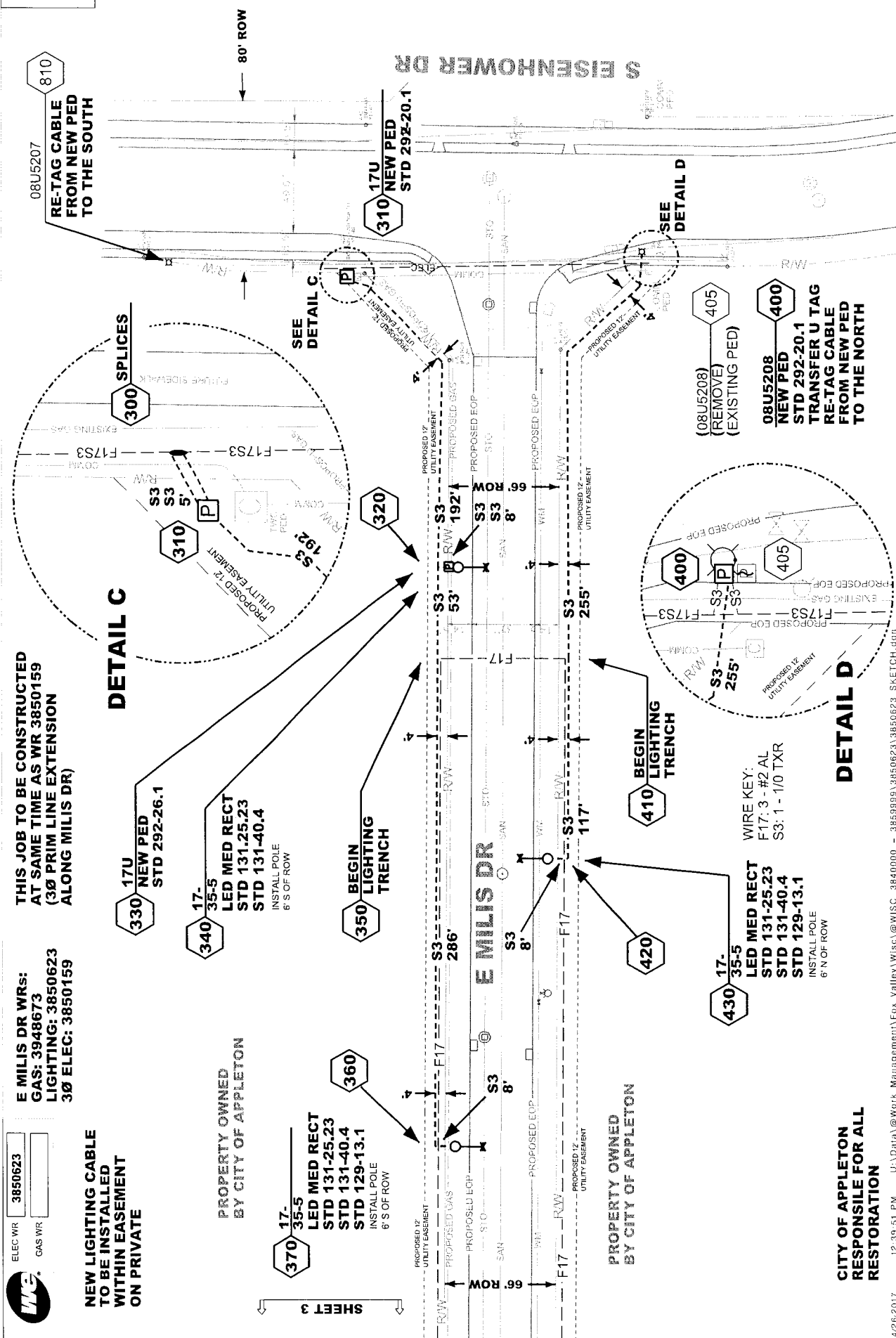
LED MED RECT
STD 131-25.23
STD 131-40.4
STD 129-13.1

WIRE KEY:
F17: 3 - #2 AL
S3: 1 - 1/0 TXR

INSTALL POLE
6" N OF ROW

WIRE KEY:
F17:3 - #2 AL
S3:1 - 1/0 TXB

**CITY OF APPLETON
RESPONSIBLE FOR ALL
RESTORATION**





P.O. Box 1699
Appleton, WI 54912
Phone 800-972-8856
920-380-3490
www.we-energies.com

April 26, 2017

City of Appleton
Attn: Matthew Rehbein
100 N. Appleton St.
Appleton, WI 54911

Subject: Invoice for installation of natural gas main E. Vantage Dr.

Dear Mr. Rehbein:

Thank you for your application for natural gas facilities. Please review the following information.

Cost details:

- The cost for this project will be \$7,933.90. Additional charges may apply if we encounter unusual conditions, delays in your construction schedule or other changes that you request.
- The cost has been reduced by \$0.00 as credit for 0 meter(s) being set at the time of installation.
- Additional charges will apply if installation is requested from Dec. 1 through March 31.
- Installation cost must be paid in advance of construction.
- This cost is valid for 90 days provided this letter and enclosed drawing are signed and returned with payment, the site is ready, and all other requirements are met.

Payment remittance:

Remit payment, if applicable, using one of the following options. Reference the work request number shown below on your check or when paying via phone or online.

- Personal check.
- Online at www.we-energies.com/payconstructionbill.
- Phone at 855-570-0998.

Refund details:

- Refunds are available for up to five years after the main installation, paid to the current owner of record of the property for which the main was installed, and will not exceed the amount of the original cost.
- Refunds in the amount of \$1,998.00 will be made for each residential space heating customer connected to this main.
- Refund amounts for multifamily and commercial customers will be individually calculated based on their estimated average annual consumption.

Facility location:

- To avoid damage to underground facilities, you are responsible for locating and marking (with stakes, spray paint or flags) any buried obstructions and private underground facilities like lighting, septic systems, wells, sprinkler systems, etc.
- It is very important that you mark these facilities as We Energies and/or its agents are not responsible for damage to your facilities that are not properly marked before our work begins.

- If you are unable to properly locate and mark your privately owned buried facilities, you can hire a contractor to do it for you.
- For your safety, we will coordinate with Diggers Hotline to have technicians visit the site to locate underground utilities (such as natural gas, electric, phone, cable, sewer and water). The technicians will mark the facilities with flags and spray paint that will fade after a few weeks.

Construction:

- Once all job requirements are met, allow us a minimum three week lead time for scheduling the installation of natural gas facilities.
- Surface restoration in the public right-of-way will be completed according to municipal guidelines.

As a reminder, you need to sign and return a copy of this letter and enclosed drawing along with your payment (if paying by check). If you have any questions, please call me. I look forward to working with you to make your project a success.

Sincerely,



Kevin Roberts
WG District Sales Representative
Phone: (920) 380-3274
Fax: (920) 380-3506

Work request #: 3802081

Estimated date site will be ready for natural gas: _____

Accepted by: _____

Title: _____ Date: _____

P.S. For more information on the application and construction process for new developments, visit www.we-energies.com/contractors/builderdeveloper.

Enclosure

GRADE VERIFICATION FORM

Establishing the final grade on your property is necessary prior to the installation of We Energies underground facilities. To ensure public safety, state and national codes require us to install our facilities at certain depths. If relocation or repair of our facilities becomes necessary because of a grade change greater than 4 inches, you will be billed the full relocation or repair costs.

Project Details

Development Name: Vantage Drive, Appleton

Municipality: C/Appleton

Work Request #: 3802081

AUTHORIZATION: I certify that I am the owner, or authorized representative of the owner, of the aforementioned development and that the entire route in which We Energies underground facilities are to be installed is within 4 inches of final grade. I agree that I, or the owner of the property, will pay for any relocation or repair costs incurred by We Energies due to grade change in excess of 4 inches.

Signature: _____ Date: _____

Printed Name: _____

Title: _____



P.O. Box 1699
Appleton, WI 54912
Phone 800-972-8856
920-380-3490
www.we-energies.com

April 26, 2017

City of Appleton
Attn: Matthew Rehbein
100 N. Appleton St.
Appleton, WI 54911

Subject: Invoice for installation of natural gas main E. Milis Dr.

Dear Mr. Rehbein:

Thank you for your application for natural gas facilities. Please review the following information.

Cost details:

- The cost for this project will be \$11,947.00. Additional charges may apply if we encounter unusual conditions, delays in your construction schedule or other changes that you request.
- The cost has been reduced by \$0.00 as credit for 0 meter(s) being set at the time of installation.
- Additional charges will apply if installation is requested from Dec. 1 through March 31.
- Installation cost must be paid in advance of construction.
- This cost is valid for 90 days provided this letter and enclosed drawing are signed and returned with payment, the site is ready, and all other requirements are met.

Payment remittance:

Remit payment, if applicable, using one of the following options. Reference the work request number shown below on your check or when paying via phone or online.

- Personal check.
- Online at www.we-energies.com/payconstructionbill.
- Phone at 855-570-0998.

Refund details:

- Refunds are available for up to five years after the main installation, paid to the current owner of record of the property for which the main was installed, and will not exceed the amount of the original cost.
- Refunds in the amount of \$1,998.00 will be made for each residential space heating customer connected to this main.
- Refund amounts for multifamily and commercial customers will be individually calculated based on their estimated average annual consumption.

Facility location:

- To avoid damage to underground facilities, you are responsible for locating and marking (with stakes, spray paint or flags) any buried obstructions and private underground facilities like lighting, septic systems, wells, sprinkler systems, etc.
- It is very important that you mark these facilities as We Energies and/or its agents are not responsible for damage to your facilities that are not properly marked before our work begins.

- If you are unable to properly locate and mark your privately owned buried facilities, you can hire a contractor to do it for you.
- For your safety, we will coordinate with Diggers Hotline to have technicians visit the site to locate underground utilities (such as natural gas, electric, phone, cable, sewer and water). The technicians will mark the facilities with flags and spray paint that will fade after a few weeks.

Construction:

- Once all job requirements are met, allow us a minimum three week lead time for scheduling the installation of natural gas facilities.
- Surface restoration in the public right-of-way will be completed according to municipal guidelines.

As a reminder, you need to sign and return a copy of this letter and enclosed drawing along with your payment (if paying by check). If you have any questions, please call me. I look forward to working with you to make your project a success.

Sincerely,



Kevin Roberts
WG District Sales Representative
Phone: (920) 380-3274
Fax: (920) 380-3506

Work request #: 3948673

Estimated date site will be ready for natural gas: _____

Accepted by: _____

Title: _____ Date: _____

P.S. For more information on the application and construction process for new developments, visit www.we-energies.com/contractors/builderdeveloper.

Enclosure

GRADE VERIFICATION FORM

Establishing the final grade on your property is necessary prior to the installation of We Energies underground facilities. To ensure public safety, state and national codes require us to install our facilities at certain depths. If relocation or repair of our facilities becomes necessary because of a grade change greater than 4 inches, you will be billed the full relocation or repair costs.

Project Details

Development Name: Milis Drive, Appleton

Municipality: C/Appleton

Work Request #: 3948673

AUTHORIZATION: I certify that I am the owner, or authorized representative of the owner, of the aforementioned development and that the entire route in which We Energies underground facilities are to be installed is within 4 inches of final grade. I agree that I, or the owner of the property, will pay for any relocation or repair costs incurred by We Energies due to grade change in excess of 4 inches.

Signature: _____ Date: _____

Printed Name: _____

Title: _____



April 26, 2017

City of Appleton
Attn: Matthew Rehbein
100 N. Appleton St.
Appleton, WI 54911

Subject: Invoice for electric line extension E. Vantage Drive, Appleton

Dear Mr. Rehbein:

Thank you for your application for new electric facilities. Please review the following information.

Cost Details:

- The cost for this project will be \$19,944.52. Additional charges may apply if we encounter unusual conditions, delays in your construction schedule or other changes that you request.
- Additional charges will apply if installation is requested from Dec. 1 through March 31.
- The cost does not include electric service to sewer lift stations, community well pumps, lighting, etc.
- Please advise potential lot buyers that additional charges may apply for service to their building.
- Installation cost must be paid in advance of construction.
- If an additional cost estimate is needed within 12 months, there will be a charge for preparing the new estimate.
- This cost is valid for 90 days provided this letter and enclosed drawing are signed and returned with payment, the site is ready, and all other requirements are met.

Payment Remittance:

Remit payment, if applicable, using one of the following options. Reference the work request number shown below on your check or when paying via phone or online.

- Personal check.
- Online at www.we-energies.com/payconstructionbill.
- Phone at 855-570-0998.

Refund details:

- You may be entitled to a partial refund for each meter connected to these facilities within five years of the energized date.
- Refunds will not exceed the amount of the original cost.

Facility Location:

- To avoid damage to underground facilities, you are responsible for locating and marking (with stakes, spray paint or flags) any buried obstructions and private underground facilities like lighting, septic systems, wells, sprinkler systems, etc.
- It is very important that you mark these facilities as We Energies and/or its agents are not responsible for damage to your facilities that are not properly marked before our work begins.

Construction:

Please consider this information when developing your project timeline:

- Once all job requirements are met, allow us a minimum three-week lead time for scheduling the installation of electric facilities.
- The area along the route of our facilities must be graded to within four inches of final grade. Fill, if deeper than three feet, must be compacted prior to the installation of our facilities. If relocation or repair of our facilities becomes necessary because of a grade change greater than four inches, you will be billed the full relocation or repair costs.
- Easements to install and maintain all We Energies facilities, including the right to cut out brush, shrubs and trees, must be provided.
- Lot line stakes are required along the proposed route.
- Streets should not be paved or sealed prior to the installation of our facilities.

Surface Restoration:

- Surface restoration in the public right-of-way, for facilities installed beyond your project limits, will be completed according to municipal guidelines.
- Restoration within your development will include backfilling and compacting using existing soil.
- All cut brush, shrubs and trees will be left at the site along our trench route.

As a reminder, you need to return the signed invoice and signed drawing along with your payment. Sign and return the enclosed Grade Verification Form only after its provisions have been met. If you have any questions, please call me. I look forward to working with you to make your project a success.

Sincerely,



Stacy Czajkowski
Energy Services Consultant
Phone: 920-380-3346
Fax: 920-380-3506

Work Request #: 3801595

Accepted by: _____

Title: _____ Date: ____/____/____

P.S. For more information on the application and construction process for new developments, visit www.we-energies.com/builders-contractors.

Enclosure



ELEC WR: **3801595**
GAS WR: **3801595**

COMMON INFORMATION

STAKING REQUIREMENTS:

☒ SURVEYOR ☐ STAKED ☐ MAIN / SERVICE IN EASEMENT:
☐ DESIGNER ☐ NOT NEEDED ☐ YES ☐ NO

RESTORE PRIVATE PROPERTY: ☐ WE ENERGIES ☒ CUSTOMER

WORK IS APPROX 1200 FT. DIRECTION E OF CL OF NEAREST CROSS STREET
S. QUEST DR. (SEE ATTACHED MAP)

ELECTRIC INFORMATION

OPER MAP #: 3906-9984-02 FEEDERLINE #: ELPK64 ABC
CATV JOINT USE #: TEL JOINT USE #:

PROPOSED GAS SERVICE INFORMATION

MTR SIZE: MTR TYPE: PRES: ☐ EFV
SERV PIPE SIZE: MATERIAL: ☐ RELIGHT
MTR LOC: FT. OF CORNER ☐ CURB VALV ☐ TIE IN PIPING
CONSTRUCTION TYPE:

RAILROAD PERMITTING/FLAGGING REQUIRED ☐ YES ☒ NO RR NAME PHONE #:

JOB INFO:

SECTION / TOWN / RANGE: SE1/4 SEC4, T20N, R18E

SITE VISIT COMPLETED BY: ANDY ROOYAKKERS

JOB OWNER: STACY CZAJKOWSKI (920) 380-3346

CONTINGENCIES & COMMENTS:

DIGGERS HOTLINE REQUIRED

WE ENERGIES WILL NOT RESTORE

WE ENERGIES WILL NOT HAUL SPOIL

CUSTOMER IS REQUIRED TO LOCATE ALL PRIVATE UNDERGROUND FACILITIES PRIOR TO INSTALLATION

WE ENERGIES IS NOT RESPONSIBLE FOR ROOT DAMAGE

VANTAGE DR WRS:

3802081: GAS MAIN

3801595: 3Ø ELEC

3803259: STREET LIGHTING

GAS TO BE INSTALLED

SOLO IN ROW

ELEC WILL BE INSTALLED

WITHIN EASMENTS ON PRIVATE

CRITICAL SAFETY RULES - EO:

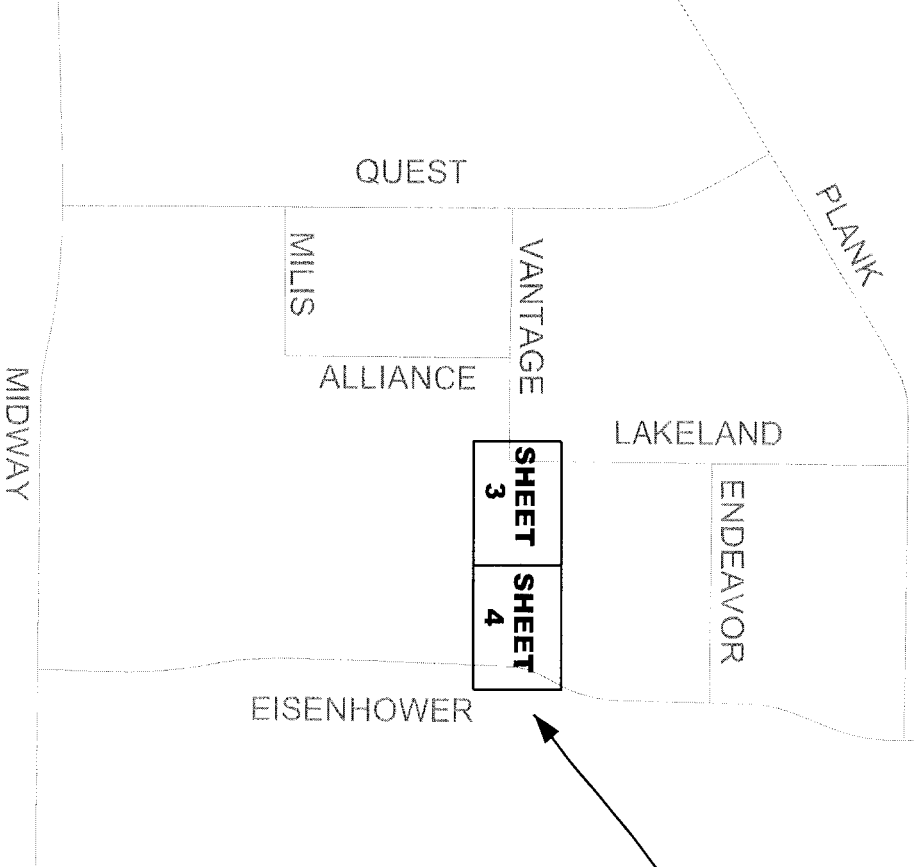
1. Enclosed space procedures
2. Excavation and shoring
3. Rubber gloves and sleeves
4. Fall protection
5. Lock out - Tag out
6. Seat belts
7. Securing parked vehicles

CUSTOMER HAS REVIEWED AND APPROVES SKETCH

CUSTOMER'S SIGNATURE OF APPROVAL DATE



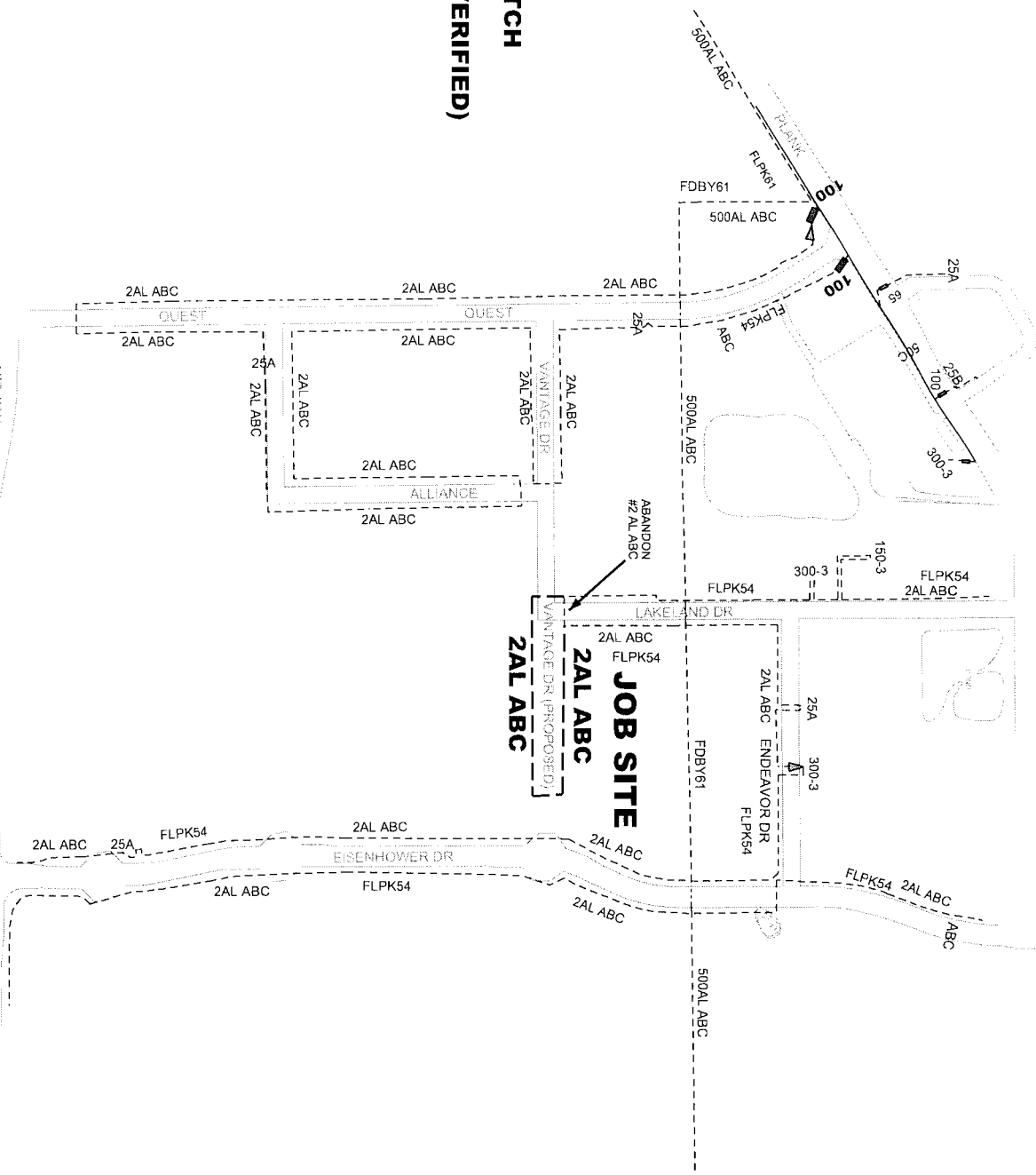
JOB SITE

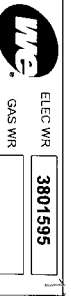


**CITY OF APPLETON
RESPONSIBLE FOR
ALL RESTORATION**

SHEET NO.
1 OF 4

FEEDER SKETCH
F LPK54 ABC
(NOT FIELD VERIFIED)





VANTAGE DR WRS:
3802081: GAS MAIN
3801595: 3Ø ELEC
3803259: STREET LIGHTING

**THIS JOB TO BE CONSTRUCTED
AT SAME TIME AS LIGHTING JOB
(WR 3803259)**

WIRE KEY:
F17: 3 - #2 AL
S3: 1 - 1/0 TXR

LAKELAND DRIVE

**SPLICES
BEGIN**
100

BORE
20+87.07 - 48.50

EXISTING GAS

BORE

ABANDON

PROPOSED GAS

TRENCH

SPLICES
150

COMM
PED

TRENCH

05-11446 35

05U5276

05U5274
05-11925 35

3600

05U5273
05-11923 35

**VANTAGE DR
(EXISTING)**

**END
BORE**
110

BORE

COMM
PED

TRENCH

PROPOSED
12' EASEMENT

ALLIANCE DRIVE

**NEW 3Ø CABLE
TO BE INSTALLED
WITHIN EASEMENT
ON PRIVATE**

**CITY OF APPLETON
RESPONSIBLE FOR
ALL RESTORATION**



SHEET 4

SHEET NO.
3 OF 4

VANTAGE DR WRS:
 3802081: GAS MAIN
 3801595: 3Ø ELEC
 3803259: STREET LIGHTING

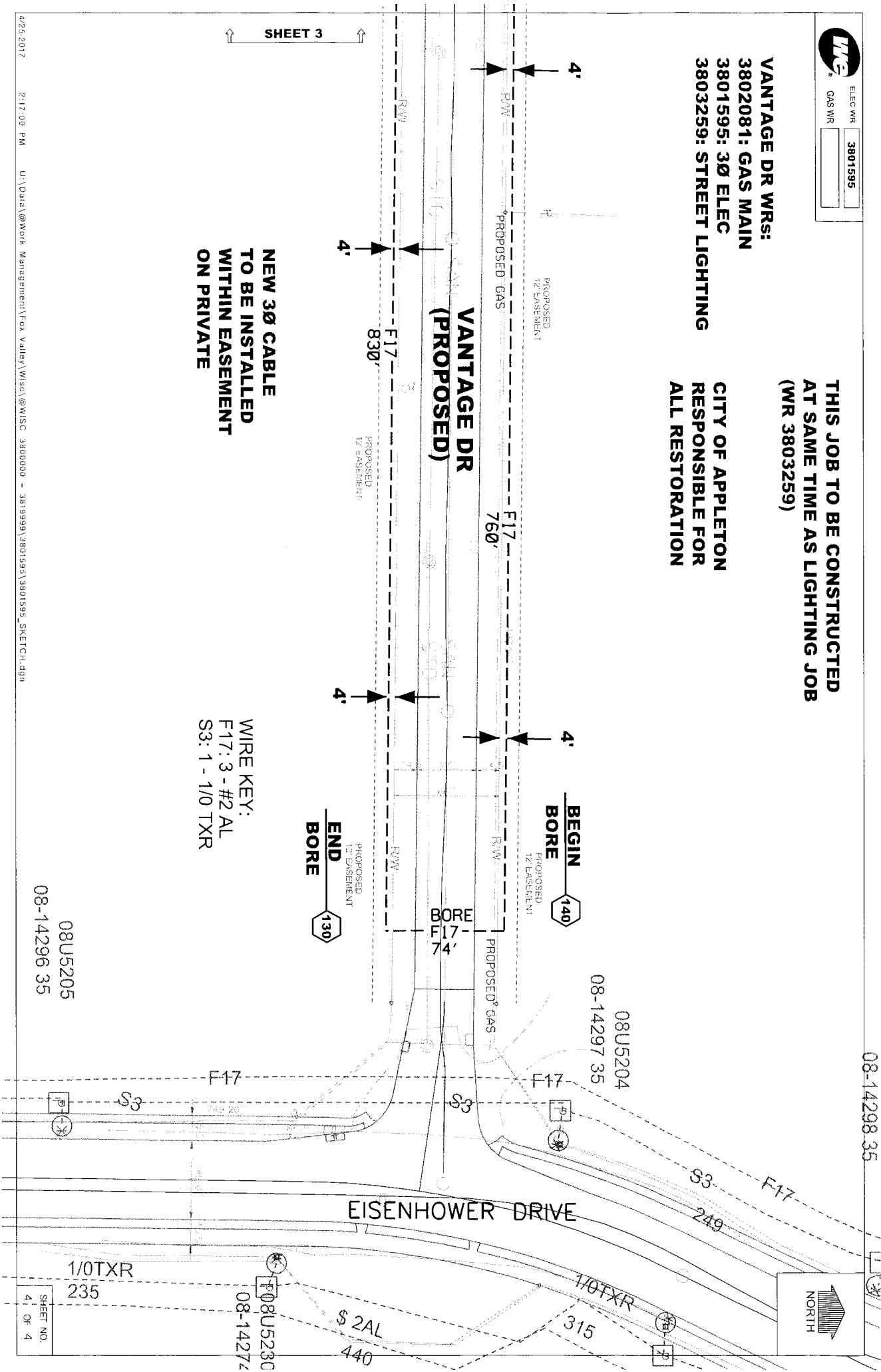
**THIS JOB TO BE CONSTRUCTED
 AT SAME TIME AS LIGHTING JOB
 (WR 3803259)**

**CITY OF APPLETON
 RESPONSIBLE FOR
 ALL RESTORATION**

**NEW 3Ø CABLE
 TO BE INSTALLED
 WITHIN EASEMENT
 ON PRIVATE**

WIRE KEY:
 F17: 3 - #2 AL
 S3: 1 - 1/0 TXR

08U5205
 08-14296 35



WE ENERGIES - ELECTRIC OPERATIONS

UNLESS OTHERWISE NOTED IN THIS DOCUMENT, THE FOLLOWING NOTES APPLY:

- LOCATION OF OBSTRUCTIONS ARE FROM RECORDS AND MUST BE VERIFIED IN THE FIELD.
- MAINTAIN 2' MIN. CLEARANCE BETWEEN OUTSIDE FACE OF MANHOLE & BELL OF PIPE.
- THIS APPLIES TO GAS AND WATER MAINS.
- MAINTAIN 2' MIN. VERTICAL CLEARANCE AT CROSSINGS OF SEWER OR WATER MAINS.
- MAINTAIN 5' MIN. HORIZONTAL DIST. BETWEEN CONDUIT AND SEWER.
- MAINTAIN 3' MIN. HORIZONTAL DIST. BETWEEN CONDUIT AND WATER MAINS.
- NOTE - CLEARANCES SHOWN ARE MINIMUM DISTANCES - REFERENCE PERMITS FOR SPECIFIC CLEARANCE REQUIREMENTS. ADDITIONAL UNDERGROUND INFORMATION ON EXCAVATION, BACKFILLING AND CLEARANCES CAN BE FOUND IN STD. 281-02.

STANDARD WIRE KEY

OVERHEAD PRIMARY		NEUTRAL		SECONDARY - 1PHASE		SECONDARY - 3PHASE	
E, F, H, Q, R, W, X or Z		STATIC WIRE -					
Z	1 #2 ACSR	SW	1/0AS for W, H and J; 2/0AS for R	N	1 #2 ACSR	S	60X
Z1	1 #1/0 ACSR	DIRECT BURY PRIMARY -	E, F, H, Q, R, W, X or Z	N1	1 #1/0 ACSR	S1	4 TX
Z2	1 #3/0 ACSR			N2	1 #3/0 ACSR	S2	2 TX
Z3	3 #2 ACSR			N3	1 #4/0 AL	S3	1/0 TXR
Z4	3 #1/0 ACSR			N4	1 #436 ACSR	S4	3/0 TXR
Z5	3 #3/0 ACSR			N5	REMOVAL	S5	350 TXR
Z6	3 #36 ACSR			N6	REMOVAL	S6	750 TXR
Z7	SPECIAL LIST ON SKETCH			N7	ARM GUY	S7	1/0 QXF
Z9	SPECIAL LIST ON SKETCH			N8	ARM GUY	S8	4/0 TXF
Z10	1 WIRE REMOVAL			N9	ARM GUY	S9	336 TXR
Z11	2 WIRE REMOVAL			N10	POLE GUY	S10	750 TXF
Z12	3 WIRE REMOVAL			N11	POLE GUY	S11	3 WIRE REMOVAL
				N12	POLE GUY	S12	3 WIRE REMOVAL
				N13	POLE GUY	S13	3 WIRE REMOVAL
				N14	POLE GUY	S14	3 WIRE REMOVAL
				N15	POLE GUY	S15	3 WIRE REMOVAL
				N16	POLE GUY	S16	3 WIRE REMOVAL
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				N98	POLE GUY	S98	3 WIRE REMOVAL
				N99	POLE GUY	S99	3 WIRE REMOVAL
				N100	POLE GUY	S100	3 WIRE REMOVAL

EROSION CONTROL LEGEND

	EROSION CONTROL LEGEND
	INLET PROTECTION, TYPE
	STONE DITCH CHECK
	ROCK BAG
	MULCH
	SOIL STABILIZER, TYPE A
	EROSION MAT CLASS I, TYPE A
	EROSION MAT CLASS I, TYPE B
	EROSION MAT CLASS I, TYPE A URBAN
	EROSION MAT CLASS I, TYPE B URBAN
	EROSION MAT CLASS II
	EROSION MAT CLASS III
	VEGETATIVE BUFFER
	TRACKING PAD
	TIMBER MAT
	SILT FENCE
	TEMPORARY SEDIMENT BASIN
	SURFACE WATER FLOW

WE ENERGIES WORK REQUEST ENVIRONMENTAL NOTES (Notes 1 through 7 apply to ALL work requests)

General

1. If WDNR and/or USACE permits were obtained for the project, all permit conditions shall be met during construction of the project.

Erosion Control

2. If soil disturbance occurs on slopes or channels/ditches leading to wetlands or waterways, or within wetlands, the disturbed areas shall be stabilized and appropriate erosion control Best Management Practices (BMP's) shall be implemented.
3. Erosion Control BMP's shall meet or exceed the approved WDNR Storm Water Management Technical Standards (http://dnr.wi.gov/topics/stormwater/standards/const_standards.html).
4. Refer to We Energies Construction Site Sediment and Erosion Control Standards.
5. Inspect installed erosion control BMP's at least one time per week and after 1/2" rain events; repair as necessary.
6. When temporary stabilization is required (e.g. for winter or short-term construction) prior to final restoration, soil stabilizer shall be installed wherever possible. Erosion mat shall be used temporarily only where appropriate, in accordance with state standards, and when approved by the Operations Supervisor.

Contaminated Soils

6. Whenever soil exhibiting obvious signs of contamination (e.g., discoloration, petroleum or solvent odor, free liquids other than water, buried containers or tanks, or other obvious signs of environmental impacts) is encountered during excavation or installation, cease work immediately, take appropriate immediate precautions to ensure worker health and safety, and contact the Operations Supervisor or Inspector.

Spills

7. If an oil spill occurs during construction, call the Environmental Incident Response Team (EIRT) at 414-430-3478:
 - a. Any quantity of oil is spilled into surface water;
 - b. Any oil spill greater than 50 ppm PCB into a sewer, vegetable garden, or grazing land;
 - c. Any oil spill containing greater than 500 ppm PCB;
 - d. Five gallons or more of oil spilled to the ground;
 - e. Any oil spill involving a police department, fire department, DNR, or concerned property owner.

Notes 8 through 27 apply as noted at specific points within each work request:

Dewatering

8. Dewatering of pits or trenches shall be done in accordance with state standards. Use an approved sediment bag, a straw bale dewatering basin, a combination of both, or equivalent.

Wetlands

9. As much as practicable, the majority of the work shall be staged from the public roadways and road shoulders, keeping equipment out of adjacent wetlands.
10. All work shall be conducted to minimize soil disturbance. No rutting will be allowed within the wetlands.
11. If soils are not frozen or stable to a point that avoids rutting, timber mats, mud tracks, or equivalent shall be utilized to access pole locations.
12. Excavated soils cannot be stockpiled in wetlands.

Waterways

13. All excess spoils shall be removed from wetlands and placed in a suitable upland location.
14. Trenching and pit excavations within wetlands shall include soil segregation to facilitate restoration of pre-construction soil stratification, and restoration to pre-construction elevations.
15. Poles scheduled to be removed, and that occur within wetland, shall be cut at the ground surface.
16. No work can be performed within the banks or below the ordinary high watermark of any navigable waterways/streams.
17. No crossing of navigable waterways with equipment can occur. Foot traffic is allowed.
18. Any disturbed soil within 75-feet of the ordinary high water mark of any navigable waterways/streams shall be stabilized within 24 hours of construction completion.

Threatened and Endangered Species

19. Threatened or endangered species are known to occur in the work area. It is illegal to harass, harm, or kill a protected species under state and federal regulations. Proper precautions shall be taken to ensure harm to individuals is avoided.
20. In order to protect the threatened or endangered species, work must be conducted between November 5 and March 15.
21. Exclusion fencing must be installed at the work area prior to March 15.
22. A qualified biologist must be present when conducting work at this location.

Invasive Species

23. State regulated invasive species are known to occur in the work area. Reasonable precautions are legally required to prevent the spread of these species. The Wisconsin Council on Forestry Transportation and Utility Right-of-Way Best Management Practices should be followed: (<http://council.wisconsinforestry.org/invasives/transportation/>).

Cultural and Historical Resources, cont.

24. The project is within or adjacent to an area that is identified by the State of Wisconsin as potentially having Native American artifacts, burial mounds or burial sites, which could be encountered during construction.
25. If human bone or any artifacts are discovered during construction, work must cease immediately. Contact the Environmental Department who will contact the State Burial Sites Preservation Office and determine the next steps that must be taken in order to comply with state law. Work at that site MAY NOT PROCEED until the Environmental Department authorizes it.
26. A "qualified archaeologist," as specified under Wis. Stats 157.70 (1) (i) and Wis. Admin. Code HS 2.04 (6), must be present to monitor all ground disturbing activities.

Frac-out Contingency Plan

27. A frac-out contingency plan shall be on-site and implemented accordingly. The contingency plan shall incorporate the following components:
 - a. Continuously inspect the bore paths for frac-outs in order to respond quickly and appropriately;
 - b. Containment materials (e.g. silt fence, straw bales, sand bags, etc.) shall be on site and available should a frac-out occur;
 - c. A vac truck shall be accessible on short notice in order to respond quickly to a frac-out.



GRADE VERIFICATION FORM

Establishing the final grade on your property is necessary prior to the installation of We Energies underground facilities. To ensure public safety, state and national codes require us to install our facilities at certain depths. If relocation or repair of our facilities becomes necessary because of a grade change greater than 4 inches, you will be billed the full relocation or repair costs.

Project Details

Development Name: City of Appleton on E. Vantage Drive

Municipality: City of Appleton

Work Request #: 3801595

AUTHORIZATION: I certify that I am the owner, or authorized representative of the owner, of the aforementioned development and that the entire route in which We Energies underground facilities are to be installed is within 4 inches of final grade. I agree that I, or the owner of the property, will pay for any relocation or repair costs incurred by We Energies due to grade change in excess of 4 inches.

Signature: _____ Date: _____

Printed Name: _____

Title: _____



May 4, 2017

City of Appleton
Attn: Matthew Rehbein
100 N. Appleton St.
Appleton, WI 54911

Subject: Invoice for electric line extension E. Milis Drive, Appleton

Dear Mr. Rehbein:

Thank you for your application for new electric facilities. Please review the following information.

Cost Details:

- The cost for this project will be \$24,384.94. Additional charges may apply if we encounter unusual conditions, delays in your construction schedule or other changes that you request.
- Additional charges will apply if installation is requested from Dec. 1 through March 31.
- The cost does not include electric service to sewer lift stations, community well pumps, lighting, etc.
- Please advise potential lot buyers that additional charges may apply for service to their building.
- Installation cost must be paid in advance of construction.
- If an additional cost estimate is needed within 12 months, there will be a charge for preparing the new estimate.
- This cost is valid for 90 days provided this letter and enclosed drawing are signed and returned with payment, the site is ready, and all other requirements are met.

Payment Remittance:

Remit payment, if applicable, using one of the following options. Reference the work request number shown below on your check or when paying via phone or online.

- Personal check.
- Online at www.we-energies.com/payconstructionbill.
- Phone at 855-570-0998.

Refund details:

- You may be entitled to a partial refund for each meter connected to these facilities within five years of the energized date.
- Refunds will not exceed the amount of the original cost.

Facility Location:

- To avoid damage to underground facilities, you are responsible for locating and marking (with stakes, spray paint or flags) any buried obstructions and private underground facilities like lighting, septic systems, wells, sprinkler systems, etc.
- It is very important that you mark these facilities as We Energies and/or its agents are not responsible for damage to your facilities that are not properly marked before our work begins.

Construction:

Please consider this information when developing your project timeline:

- Once all job requirements are met, allow us a minimum three-week lead time for scheduling the installation of electric facilities.
- The area along the route of our facilities must be graded to within four inches of final grade. Fill, if deeper than three feet, must be compacted prior to the installation of our facilities. If relocation or repair of our facilities becomes necessary because of a grade change greater than four inches, you will be billed the full relocation or repair costs.
- Easements to install and maintain all We Energies facilities, including the right to cut out brush, shrubs and trees, must be provided.
- Lot line stakes are required along the proposed route.
- Streets should not be paved or sealed prior to the installation of our facilities.

Surface Restoration:

- Surface restoration in the public right-of-way, for facilities installed beyond your project limits, will be completed according to municipal guidelines.
- Restoration within your development will include backfilling and compacting using existing soil.
- All cut brush, shrubs and trees will be left at the site along our trench route.

As a reminder, you need to return the signed invoice and signed drawing along with your payment. Sign and return the enclosed Grade Verification Form only after its provisions have been met. If you have any questions, please call me. I look forward to working with you to make your project a success.

Sincerely,



Stacy Czajkowski
Energy Services Consultant
Phone: 920-380-3346
Fax: 920-380-3506

Work Request #: 3850159

Accepted by: _____

Title: _____ Date: ____/____/____

P.S. For more information on the application and construction process for new developments, visit www.we-energies.com/builders-contractors.

Enclosure

GRADE VERIFICATION FORM

Establishing the final grade on your property is necessary prior to the installation of We Energies underground facilities. To ensure public safety, state and national codes require us to install our facilities at certain depths. If relocation or repair of our facilities becomes necessary because of a grade change greater than 4 inches, you will be billed the full relocation or repair costs.

Project Details

Development Name: City of Appleton on E. Milis Drive

Municipality: City of Appleton

Work Request #: 3850159

AUTHORIZATION: I certify that I am the owner, or authorized representative of the owner, of the aforementioned development and that the entire route in which We Energies underground facilities are to be installed is within 4 inches of final grade. I agree that I, or the owner of the property, will pay for any relocation or repair costs incurred by We Energies due to grade change in excess of 4 inches.

Signature: _____ Date: _____

Printed Name: _____

Title: _____



ELEC WR **3850159**
GAS WR

CITY / TOWN / VILLAGE: **C - APPLETON**
CUST/PROJ NAME: **CITY OF APPLETON**
PROJECT LOCATION: **E MILIS DR**
BETWEEN EISENHOWER & ALLIANCE DR
WORK DESCRIPTION: **INSTALL DB 30 LINE EXTENSION**
PRIOR TO STREET WORK BY CITY
PREPARED BY: **ANDY ROOYAKKERS**
E-MAIL: **ANDREW.ROOYAKKERS@WE-ENERGIES.COM**
OFFICE #: **920-380-3476** CELL #: **920-898-4857**
PAGER #: _____ IO #: **10699**
PROJECT ID: _____ CGS #: _____
DATE PREPARED: **4/20/17** DATE REVISED: _____

RAILROAD PERMITTING/FLAGGING REQUIRED ☐ YES ☒ NO
CORROSION CONTACT: **NA**

JOB INFO:
SECTION / TOWN / RANGE: **SE1/4 SEC4, T20N, R18E**
SITE VISIT COMPLETED BY: **ANDY ROOYAKKERS**
JOB OWNER: **STACY CZAJKOWSKI (920) 380-3346**

CONTINGENCIES & COMMENTS:
DIGGERS HOTLINE REQUIRED
WE ENERGIES WILL NOT RESTORE
WE ENERGIES WILL NOT HAUL SPOIL
CUSTOMER IS REQUIRED TO LOCATE ALL PRIVATE UNDERGROUND FACILITIES PRIOR TO INSTALLATION

WE ENERGIES IS NOT RESPONSIBLE FOR ROOT DAMAGE

- CRITICAL SAFETY RULES - EO:
1. Enclosed space procedures
 2. Excavation and shoring
 3. Rubber gloves and sleeves
 4. Fall protection
 5. Lock out - Tag out
 6. Seat belts
 7. Securing parked vehicles

CUSTOMER HAS REVIEWED AND APPROVES SKETCH

CUSTOMER'S SIGNATURE OF APPROVAL _____ DATE _____

COMMON INFORMATION	
STAKING REQUIREMENTS: <input checked="" type="checkbox"/> SURVEYOR <input type="checkbox"/> DESIGNER	MAIN / SERVICE IN EASEMENT: <input type="checkbox"/> STAKED <input type="checkbox"/> NOT NEEDED <input type="checkbox"/> YES <input type="checkbox"/> NO
RESTORE PRIVATE PROPERTY: <input type="checkbox"/> WE ENERGIES <input checked="" type="checkbox"/> CUSTOMER	
WORK IS APPROX. <u>20</u> FT. DIRECTION <u>E</u> OF C/O F	
S ALLIANCE DR NEAREST CROSS STREET (N/A 30' FOR GAS SERVICE TER)	
ELECTRIC INFORMATION	
OPER MAP # <u>3888-8960-04</u> FEEDER/LINE # <u>E LPK54 ABC</u>	
CATV JOINT USE # _____ TEL JOINT USE # _____	
PROPOSED GAS SERVICE INFORMATION	
MTR SIZE: _____ MTR TYPE: _____ PRES: <input type="checkbox"/> EFV	SERV PIPE SIZE: _____ MATERIAL: _____ RELIGHT <input type="checkbox"/>
MTR LOC: _____ FT. _____ OF _____ CORNER <input type="checkbox"/> CURB VLV	CONSTRUCTION TYPE: _____ TIE IN PIPING <input type="checkbox"/>
RR NAME _____ PHONE # <u>NA</u>	

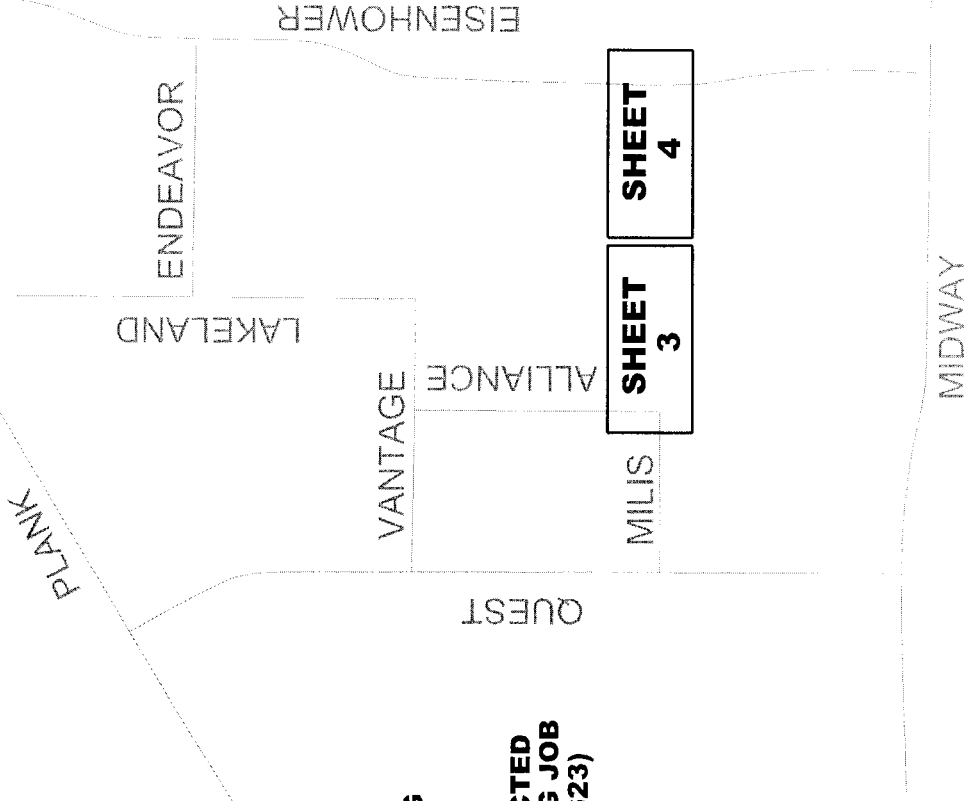
MILIS DR WRS:
3948673: GAS MAIN
3850159: 3Ø ELEC
3850623: STREET LIGHTING

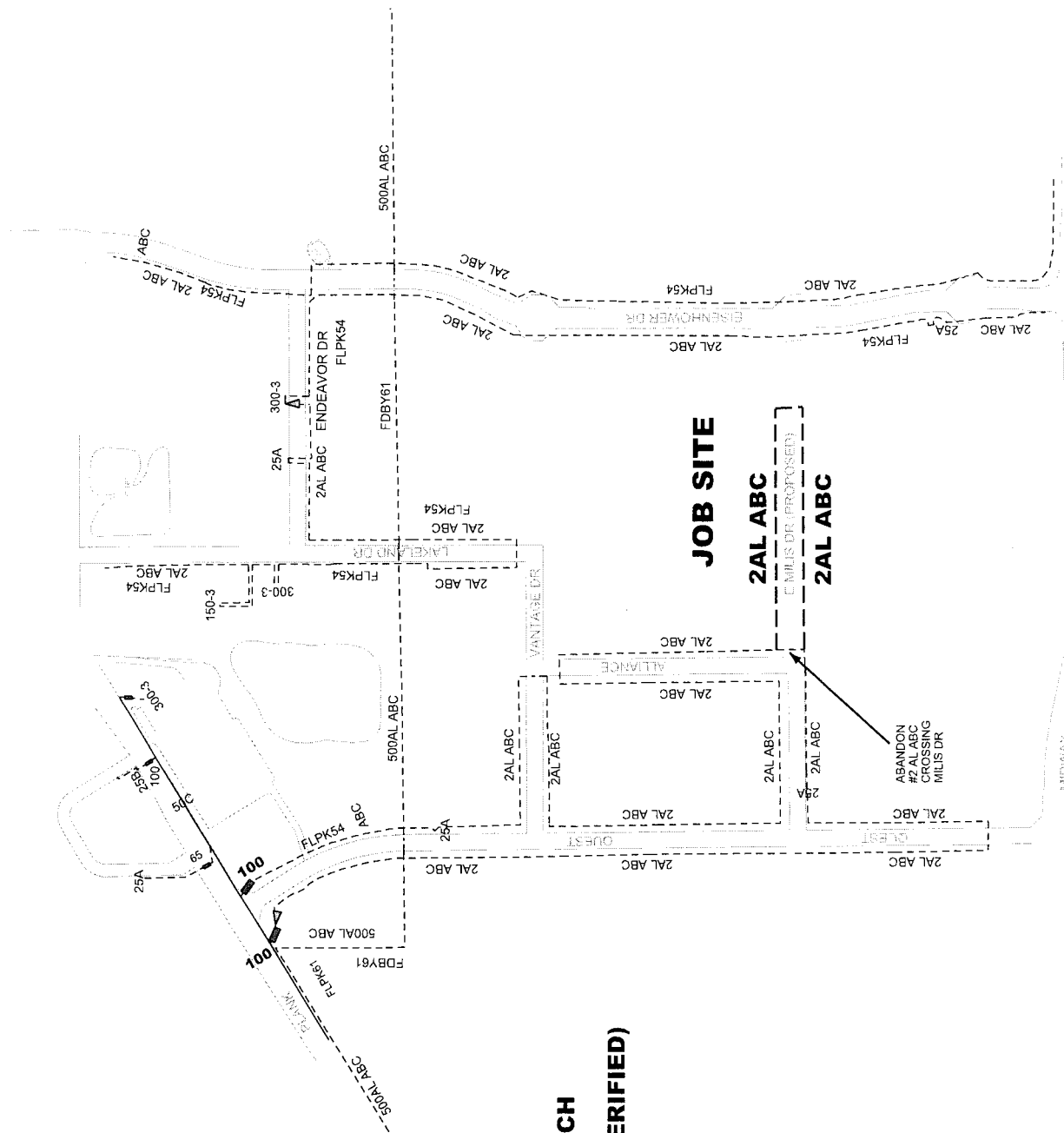
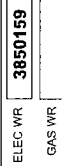
THIS JOB TO BE CONSTRUCTED AT SAME TIME AS LIGHTING JOB ALONG MILIS DR (WR 3850623)

CITY OF APPLETON IS RESPONSIBLE FOR ALL RESTORATION



NORTH





FEEDER SKETCH
F LPK54 ABC
(NOT FIELD VERIFIED)

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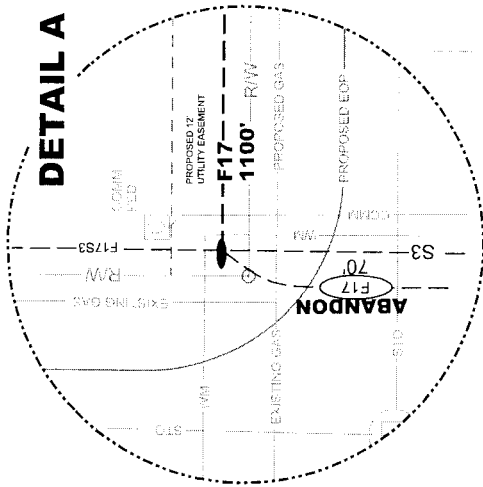


ELEC WR 3850159

GAS WR

E MILIS DR WRs:
GAS: 3948673
LIGHTING: 3850623
3Ø ELEC: 3850159

DETAIL A



S ALLIANCE DR

POLE
06-07888

PRIMARY
SPICES

10

PROPERTY OWNED
BY CITY OF APPLETON

PROPERTY OWNED
BY CITY OF APPLETON

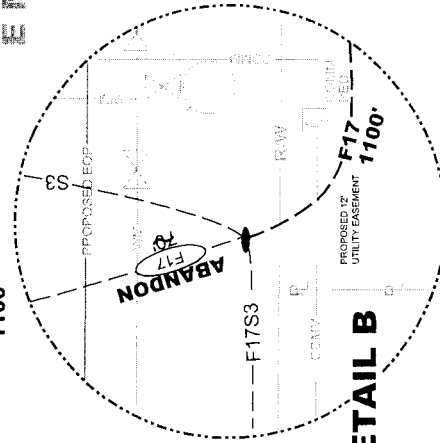
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PRIMARY
SPICES

40

E MILIS DR

DETAIL B



THIS JOB TO BE CONSTRUCTED
AT SAME TIME AS LIGHTING JOB
(WR 3850623)

CITY OF APPLETON
RESPONSIBLE FOR ALL
RESTORATION

NEW 3Ø CABLE
TO BE INSTALLED
WITHIN EASEMENT
ON PRIVATE

WIRE KEY:
F17: 3 - #2 AL
S3: 1 - 1/0 TXR

SHEET 4



SHEET NO.
3 OF 4



3850159

3850159

LIGHTING: 385062
3Ø ELEC: 3850159



**NEW 3Ø CABLE
TO BE INSTALLED
WITHIN EASEMENT
ON PRIVATE**

WIRE KEY:
F17: 3 - #2 AL
S3: 1 - 1/0 TXR

SHEET 3



PROPERTY OWNED
BY CITY OF APPLETON

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4-1

PROPOSAL

[illegible]

.....

Year	1990	1995	2000	2005
Population (millions)	1.2	1.5	1.8	2.1
GDP (billions of dollars)	0.5	1.0	1.5	2.0
Life expectancy (years)	55	60	65	70

[illegible]

—TNT—

PROPOSED
UTILITY EASE

—

F17-1100

1000

RES


 NATIONAL BUREAU OF ECONOMIC RESEARCH
 79 JOURNAL OF POLITICAL ECONOMY

END BORE

**CITY OF APPLETON
RESPONSIBLE FOR ALL
RESTORATION**

Southpoint Commerce Park Appleton, Wisconsin

S.T.H. 441

LORNA LANE

EISENHOWER DRIVE

PLANK ROAD

DESTINATION DRIVE (private)

PLANK ROAD

LAKELAND DRIVE

ENDEAVOR DRIVE

COOP RD

QUEST DRIVE

VANTAGE DRIVE

Extended Vantage Drive 2016

EDGEWATER DRIVE (private)

ALLIANCE DRIVE

MILIS DRIVE

EISENHOWER DRIVE

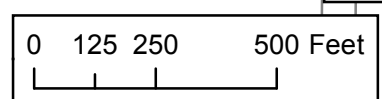
COOP RD

MIDWAY ROAD (C.T.H. "AP")

Legend

- Power
- Gas
- Commerce Park Boundary
- Proposed Roads
- City Limits
- For Sale
- Office Use
- Sold

Exhibit C Existing Electrical and Gas Facilities



Prepared by City of Appleton
Comm. & Econ. Dev. Dept. 1/2016





MEMORANDUM

“...meeting community needs...enhancing quality of life.”

TO: Community & Economic Development Committee
FROM: Matt Rehbein, Economic Development Specialist
DATE: May 4, 2017
RE: 2016 Growth Report Summary

Each year, the Community and Economic Development Department prepares an Annual Growth Report (Report). The purpose of the Report is to analyze growth figures over a period of ten years to determine if Appleton is capturing its historically proportionate share of growth.

OVERALL GROWTH

The City uses three primary measures of growth for the purpose of the Annual Growth Report. 1) building permits, 2) equalized value, and 3) net new construction. A description and summary of each measure is listed below.

PERMITS

- In 2016, Appleton issued a total of 433 construction permits, below the 10-year average number which is 545. Much of this decrease is due to reductions in commercial and multi-family permits.
- The City of Appleton saw a decrease in the number and dollar value of construction permits in 2016. This is not surprising as we saw significant construction in 2015 consisting of two cancer centers and several multi-family projects. Total dollar value of permitted construction of \$80,795,345 in 2016 is close to the 10-year average of \$81,114,301.
- The City of Appleton led in the dollar value of residential construction for the region based on permits in 2016 with \$18 million, despite ranking 4th in the number of permits issued, behind Harrison (72 permits), Greenville (66 permits), and Grand Chute (66 permits). The City of Appleton issued 56 permits.

EQUALIZED VALUE

- The equalized value is the estimated value of all taxable real and personal property in each taxation district, by class of property, as of January 1, and certified by Department of Revenue (DOR) on August 15 of each year (Definition: Wisconsin Dept. of Revenue). Equalized value allows for comparison across communities because it is standardized by the DOR, rather than assessed value which can vary by community.
- All but one community in the Fox Cities increased in equalized value in 2016. On average, values increased by 3.17%. By comparison, the City of Appleton's equalized value increased by 2.53%.

NET NEW CONSTRUCTION

- Appleton saw net new construction of \$102 million (an increase of 2.06%) in 2016 accounting for 29% of the total net new construction in the Fox Cities. This is significant because municipalities use the percentage increase of net new construction as a valuation factor in determining the allowable tax levy for the City.

OTHER CONSIDERATIONS

While the hard numbers related to growth are important to measure, we also take a look at other factors that impact investment in our community for the purpose of the Growth Report. Of note are the following statistics.

EMPLOYMENT & UNEMPLOYMENT

- The City of Appleton had an annual unemployment rate in 2016 of 3.9%, a small decrease from the annual unemployment rate of 4.0% for 2015. This is significant as businesses from all sectors are experiencing a shortage of workers. When considering whether to stay, expand, or relocate, the availability of labor is always a considerable factor.
- Within the Appleton MSA employment sector of manufacturing continues to lead in terms of employment numbers providing 23,838 jobs with average annual earnings of \$4,979 per month. The year 2016 notes the first time Retail Trade job numbers have exceeded Health Care and Social Assistance which is worthy of mention since average earnings in Retail of \$4,088 are less than the average monthly earnings across all sectors.

TAX INCREMENTAL FINANCING DISTRICTS

- Overall, the City realized an increase in value across all six TIF Districts of 6.39%. This is not surprising due to the 2016 adjustment to the Citywide assessment ratio as set by the State of Wisconsin Department of Revenue. This adjustment by the State resulted in an approximately 1.0% increase in value before taking into consideration any new property values. Specific performance across all TIF Districts is further explained in the report.

SUMMARY

Looking at the three measures of growth referenced at the beginning of this report (permits, equalized value, and net new construction), the City of Appleton captured 19.74% of the total dollar value of permits in the Fox Cities, 22.7% of the increase in equalized value, and 29% of net new construction for the region.

With more than 100 acres of fully improved industrial sites in the Southpoint Commerce Park, and as redevelopment continues downtown, in the TIF Districts, on the riverfront with Riverheath, Eagle Flats, and the former Foremost Farms property, Appleton is well positioned to continue to grow and remain a leader in the Fox Cities.



CITY OF APPLETON
Community & Economic
Development Department
May 4, 2017

GROWTH REPORT

2016

CITY OFFICIALS

Timothy Hanna, Mayor
James Walsh, City Attorney
Kami Lynch, City Clerk

2016 COMMON COUNCIL

District 1: William Siebers
District 2: Vered Meltzer
District 3: Curt Konetzke
District 4: Joe Martin
District 5: Ed Baranowski
District 6: Greg Dannecker
District 7: Kathleen Plank
District 8: Matthew Reed

District 9: Margret Mann
District 10: Christine Williams
District 11: Patti Coenen
District 12: Cathy Spears
District 13: Kyle Lobner
District 14: Christopher Croatt
District 15: Jeff Jirschele

COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT

Karen Harkness, Director
Monica Stage, Deputy Director
Matt Rehbein, Economic Development Specialist
Laura Bonnet, Housing Coordinator
David Kress, Principal Planner
Don Harp, Principal Planner
Jeff Towne, Principal Planner
Nikki Gerhard, Grants Administrator
Mark Lund, GIS Specialist
Jessica Schneider, GIS Specialist
Heath Anderson, GIS Specialist
Deann Brosman, City Assessor
Tim Smith, Property Assessor
Dan Steenbock, Property Assessor
Matt Tooke, Property Assessor
Lona Thelen, Personal Property Clerk
Karen Pietila, Real Estate Assessment Clerk
Brenda Broeske, Administrative Assistant

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INTRODUCTION

Each year, the Community and Economic Development Department prepares an Annual Growth Report (Report). The purpose of the Report is to analyze growth figures over a period of ten years to determine if Appleton is capturing its historically proportionate share of growth. The Report looks at Appleton's building permit activity, equalized valuation, and net new construction and compares them with the Fox Cities region. Equalized value is the estimated value of all taxable real and personal property in each taxation district by class of property. This year's Report will compare the City of Appleton to other competitor cities in the State of Wisconsin and throughout the United States that we compete with for jobs and economic development. Other areas addressed include: success in target growth areas, prospects for growth, barriers that need to be overcome to continue growth, and a synopsis of the marketing efforts taken to promote growth.

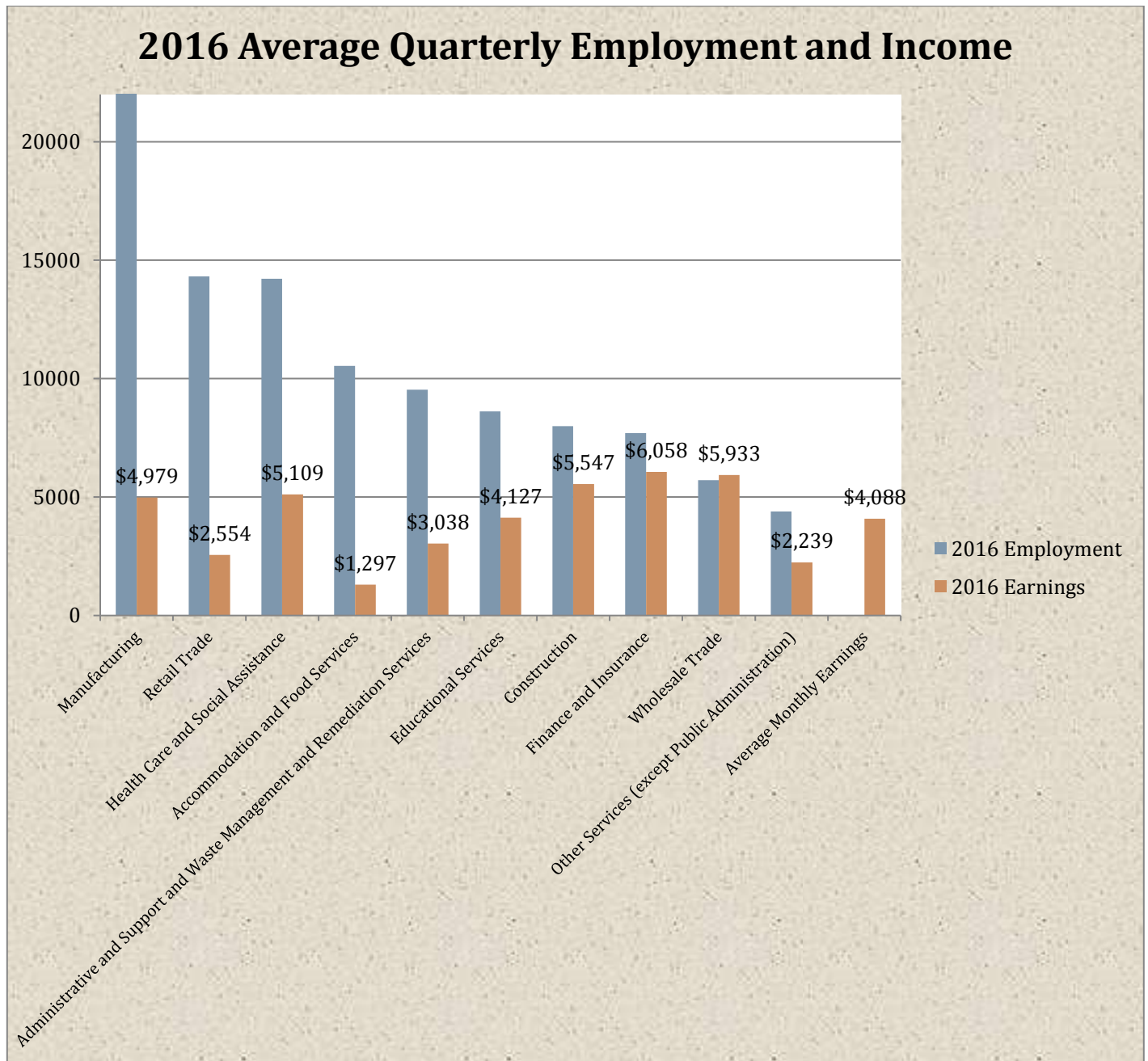
The City of Appleton saw a decrease in the number and dollar value of construction permits in 2016. This is not surprising as we saw significant construction in 2015 consisting of two cancer centers and several multi-family projects. Total dollar value of permitted construction of \$80,795,345 in 2016 is close to the 10-year average of \$81,114,301. The employment base in Appleton and the Fox Cities remains competitive and stable. The City of Appleton's unemployment rate declined slightly from an annual average 2015 rate of 4.0% to 3.9% in 2016. As a whole, the City of Appleton's Tax Increment Districts (TID) increased in value by 6.39% due in large part to improvements to existing properties and investments in personal property.

INCOME

The median household income in the City of Appleton increased slightly this year according to the U.S. Census Bureau, American Fact Finder data. The 2015 median household income in Appleton was \$53,439; the median household income for 2016 was \$53,588, which compares favorably to the median household income of \$53,357 for the State of Wisconsin and is very close to the U.S. average of \$53,889.

LABOR STATISTICS

The City of Appleton and the Appleton Metropolitan Statistical Area (MSA), defined by the Office of Management and Budget (OMB) as Outagamie and Calumet Counties, has a well-established labor force and is known internationally for its industry clusters of food processing, paper industry and manufacturing. The following chart shows the average quarterly employment by industry for the top 10 classifications and average monthly income within the Appleton MSA for 2016 (monthly earnings included in chart).



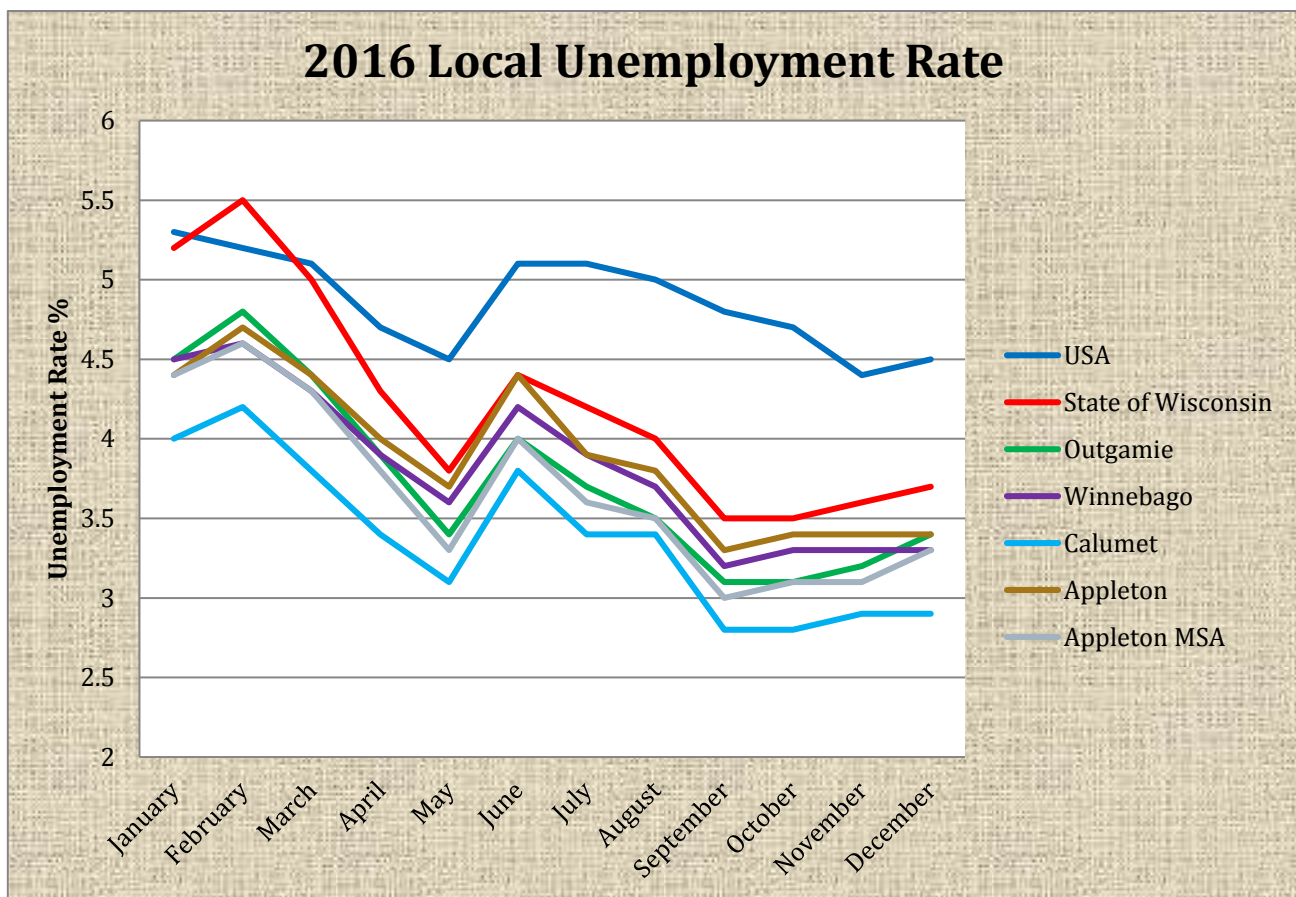
Source: US Census Bureau – Local Employment Dynamics

Manufacturing shows the highest quarterly employment, followed by Retail Trade. 2016 notes the first time Retail Trade job numbers have exceeded Health Care and Social Assistance which is worthy of mention since average earnings in Retail of \$4,088 are less than the average monthly earnings across all sectors.

Average monthly earnings ranged from \$1,297 to \$6,058 per position for the top ten employment sectors represented. As a reference point, the Department of Housing and Urban Development (HUD) considers a monthly household income of \$5,950 or less to be low income for a family of four in the Appleton MSA. It is important that we continue to invest in the necessary infrastructure, economic support, and educational systems to continue the growth of high wage industries to keep the income levels up in our community.

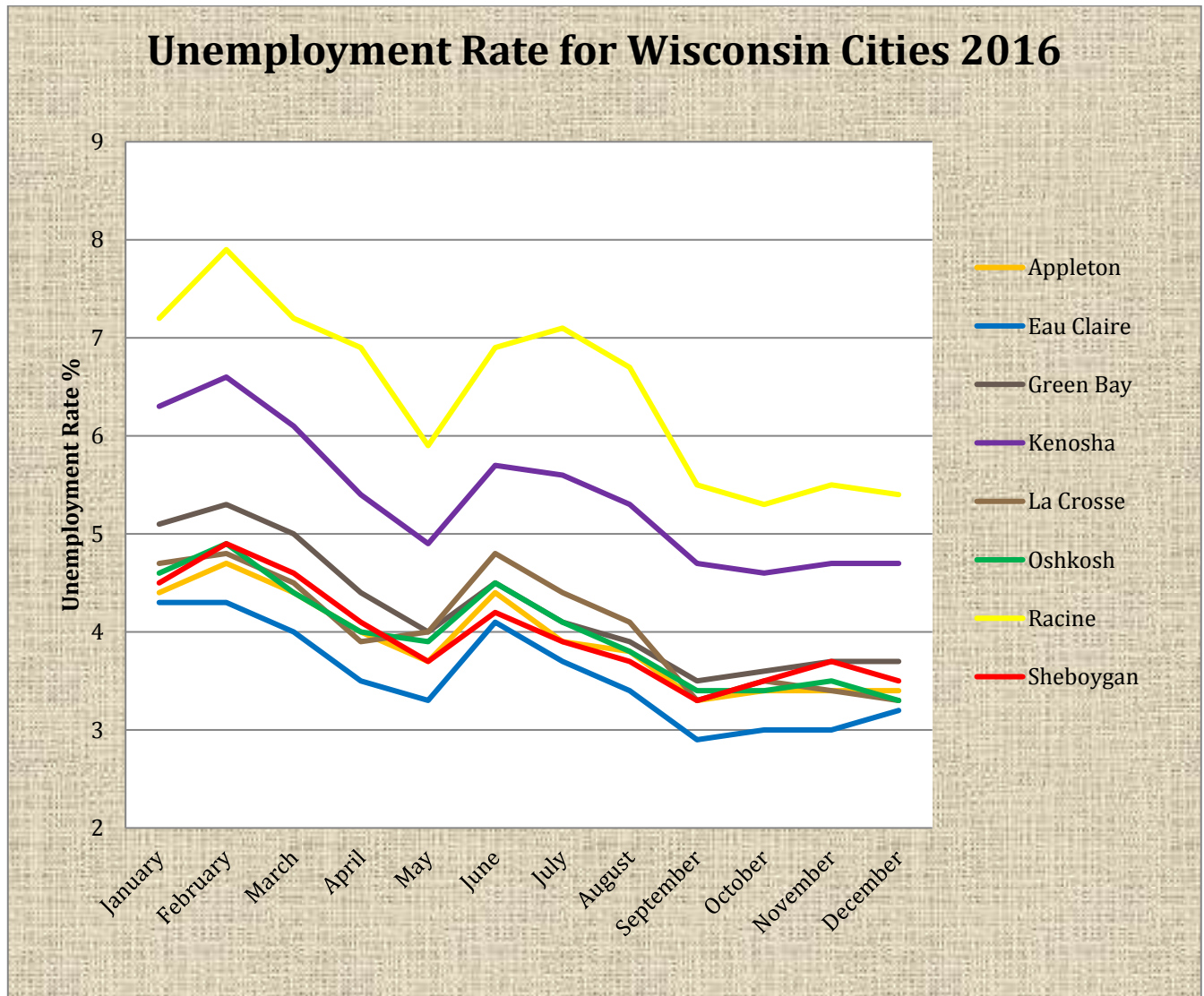
UNEMPLOYMENT

The City of Appleton has experienced a steady decline in its unemployment rate over the last year. The City started January 2016 at 4.4% unemployment and concluded the year at 3.4%. The average 2016 unemployment rate for Appleton was 3.9%. Included in the chart are the comparable unemployment rates for the United States, the State of Wisconsin, Appleton MSA, and the counties of Winnebago, Outagamie, and Calumet. The unemployment rate for the City of Appleton consists of persons who file an unemployment claim and live within the corporate City limits of Appleton.



Source: State of Wisconsin Department of Workforce Development

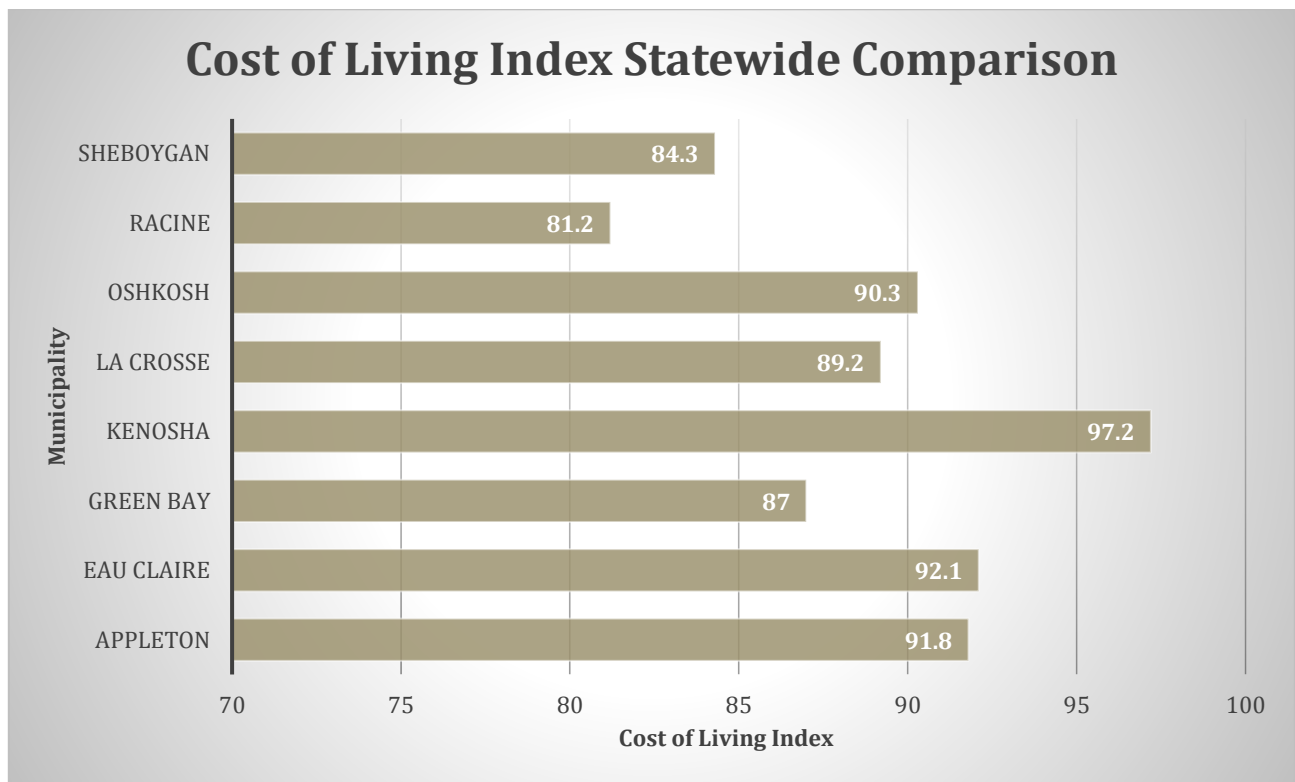
The following chart shows the unemployment rate of the medium size cities in the State of Wisconsin. The City of Eau Claire saw the lowest unemployment rate of 3.6% in 2016, while the City of Racine had the highest unemployment rate of 6.5%. The City of Appleton has the second lowest unemployment rate in 2016, ending the year at an average of 3.9%. This trend will be important to watch as there are many employers looking to hire in the Appleton area. To maintain competitiveness, availability of skilled workers is crucial.



Source: State of Wisconsin Department of Workforce Development

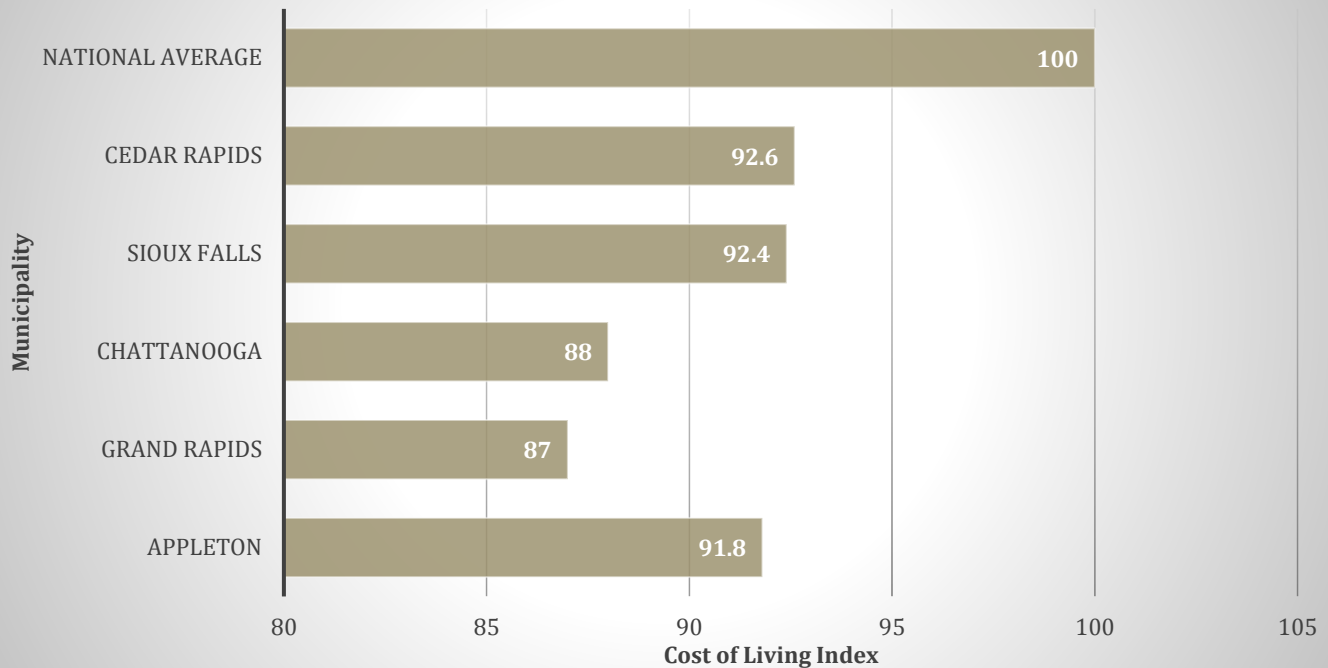
COST OF LIVING

The cost of living index is a number used as the total of all living expense categories. The categories used to determine the index include housing, food and groceries, transportation, utilities, health care, and miscellaneous expenses such as clothing, services, and entertainment. The definition of these variables that are evaluated for each index is included below. The City of Appleton has a cost of living index of 91.8 which compares favorably to the national average of 100. Appleton's rating of 91.8 is near the middle when compared to other communities across the State and Midwest. Compared to the nearby communities of Green Bay and Oshkosh, Appleton's cost of utilities, healthcare, and transportation were the highest, resulting in the higher cost of living overall among the three. The first chart below compares the City of Appleton to the other midsize cities in Wisconsin; the second chart, on the following page, compares Appleton to competitor cities throughout the United States.



Source: www.bestplaces.net

Cost of Living Index National Comparison



Source: www.bestplaces.net

Categories used to calculate the cost of living index are listed below along with the City of Appleton's ranking out of 100 in parentheses():

Food (94.6): The average cost of food and groceries, not including restaurants.

Housing (70): The average cost of an area's housing which includes mortgage payments, apartment rents, and property taxes.

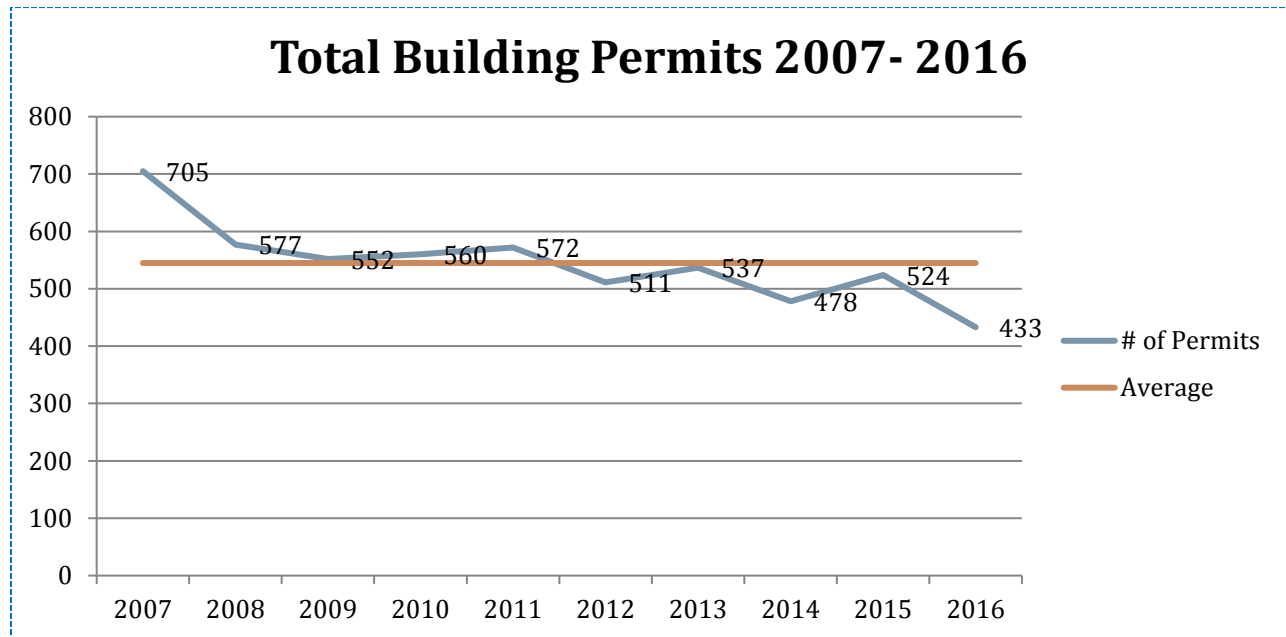
Utilities (112.7): The average cost of heating and cooling a typical residence for the area, including electricity and natural gas.

Transportation (108.1): The average cost of gasoline, car insurance, and maintenance expenses and mass transit expenses for the area. (Cost of the vehicle and vehicle registration and licensing taxes not included.)

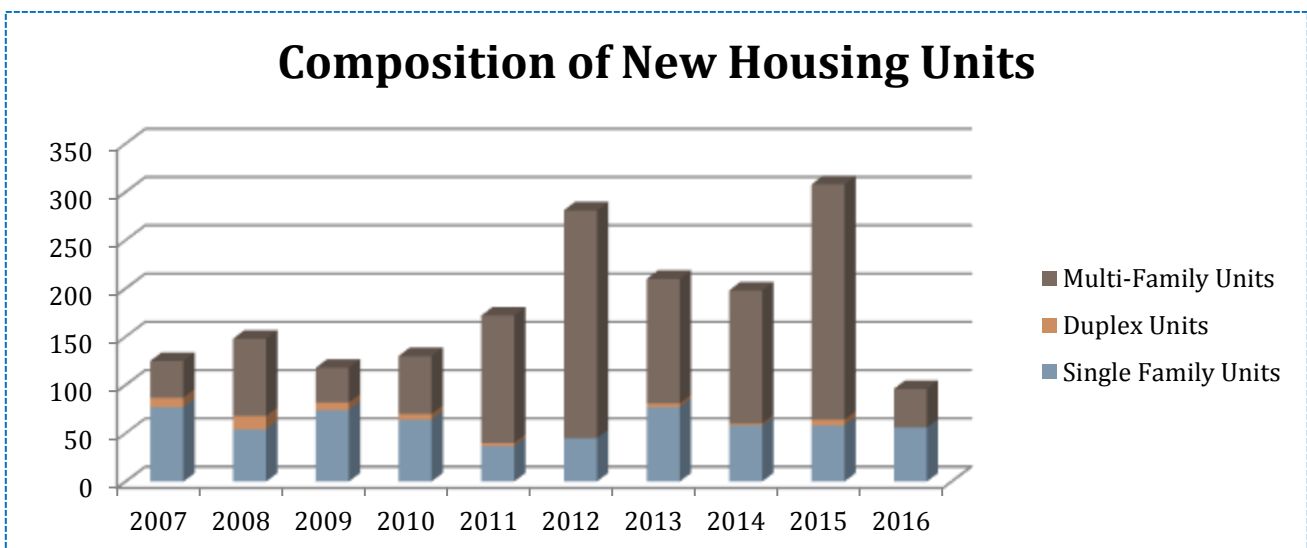
Health (108.3): The average cost of health care calculated using the standard daily rate for a hospital room and the costs of a doctor's office visit and a dental checkup.

BUILDING PERMIT ACTIVITY

The City of Appleton's building permit activity over the last ten years is shown below. The yearly total number of permits issued ranged from a low of 433 permits in 2016 to a high of 705 permits in 2007. The 10-year average was 545 permits a year. 433 permits were taken out in 2016, a nearly 16% decrease from 2015. The majority of the decrease was seen in the commercial and multi-family areas.



The number of single-family homes constructed in 2016 was 56, which is close to the 58 homes permitted in 2015. The number of multi-family building permits decreased from 26 permits to 1 permit in 2016. Total housing unit construction in Appleton decreased in 2016 to 96 units from 308 units in 2015. This is primarily due to the 244 multi-family units brought to market in 2015.

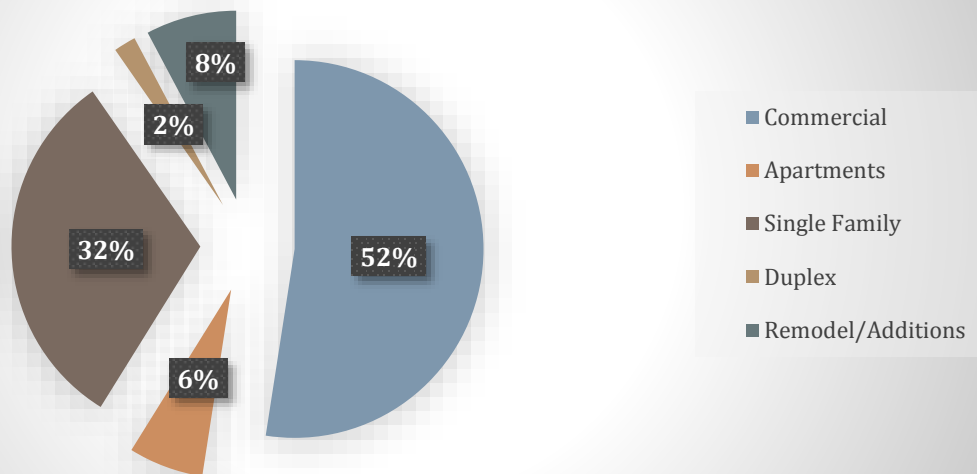


DOLLAR VALUE OF PERMITS

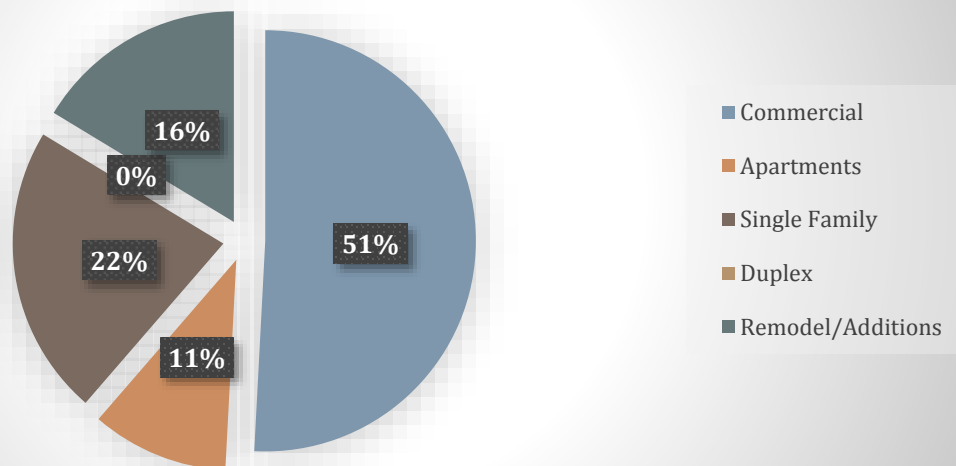
Appleton's total dollar value of construction in 2016 was \$80,795,347, which is a decrease from the 2015 number of \$144,450,267 but close to the 10-year average. The total dollar value of all construction in the City of Appleton between 2007 and 2016 ranged from a low of \$46 million in 2011 to a record high of \$144,450,267 in 2015. A significant contributor to 2015's high dollar value of construction is from the construction of two cancer centers totaling nearly \$60 million in construction value.

A comparison of the composition of permitted value in Appleton vs. the Fox Cities overall is to follow. As a percentage of total construction dollars spent, Appleton saw more remodels/additions (16%), was on par with commercial (51%), and behind in single family residential (22%).

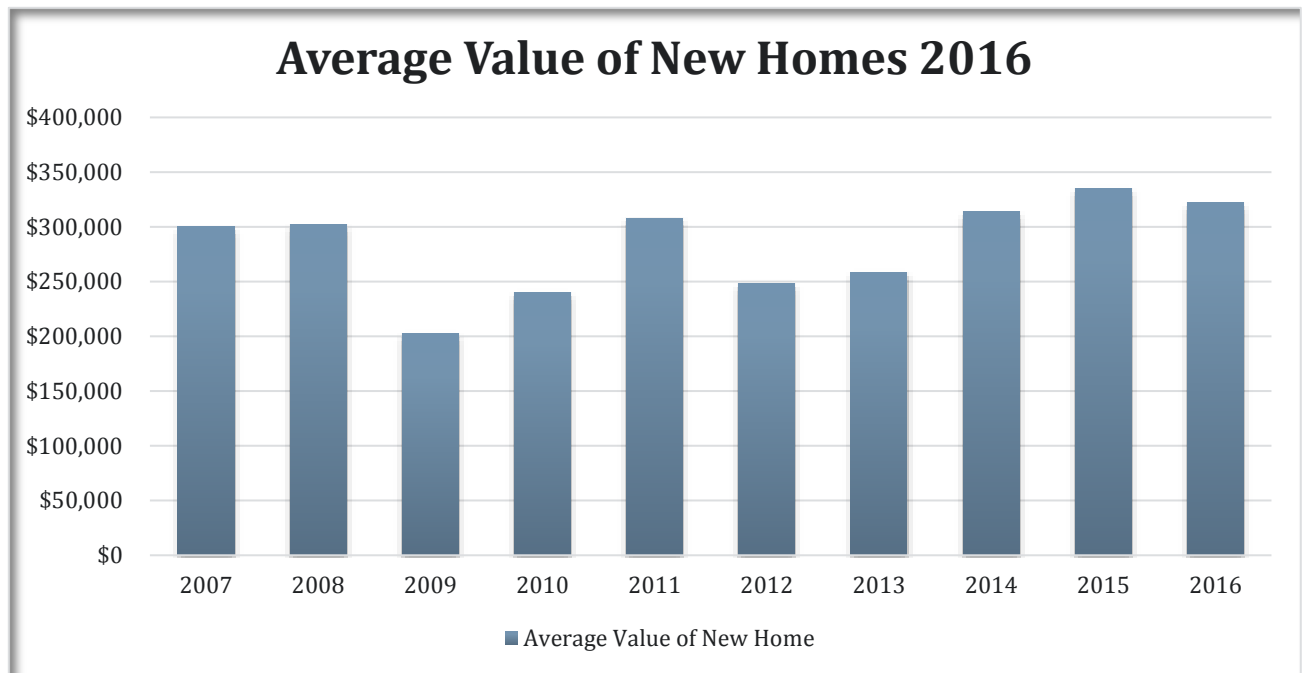
Construction Permit Value Breakdown - Fox Cities



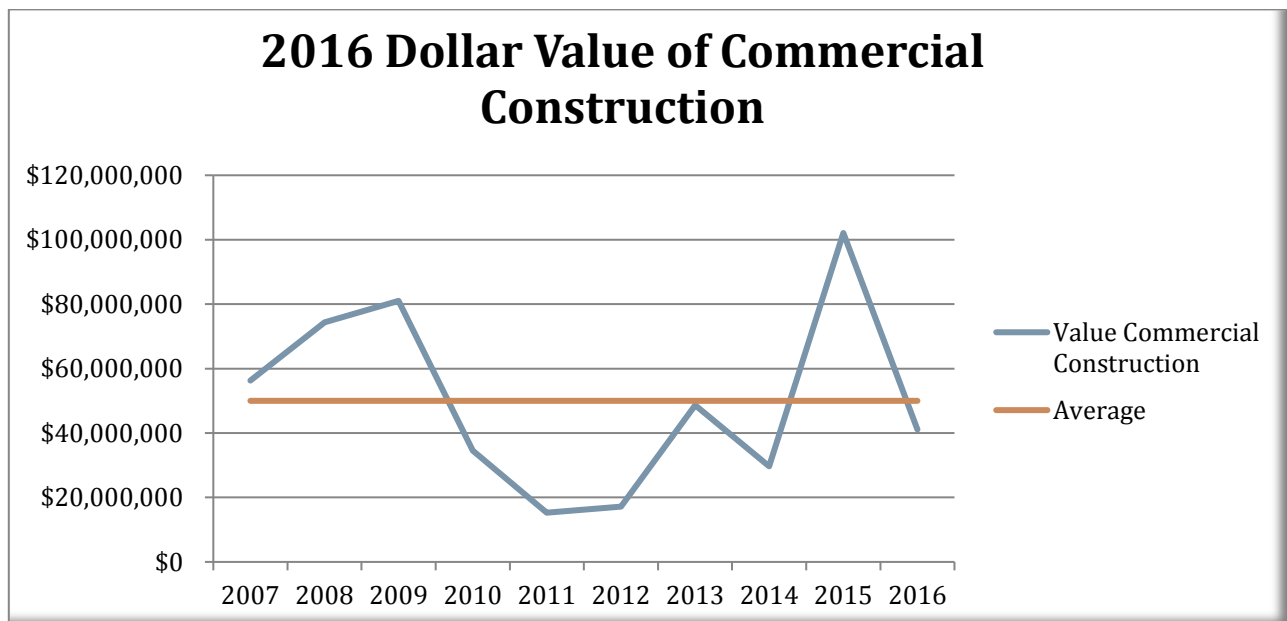
Construction Permit Value Breakdown - Appleton



The number of single family permits decreased slightly from 58 to 56 in 2015 and 2016 respectively. The total dollar value of single family permits decreased to \$18,028,796 from \$19,433,400, with an average permit value of new home construction at \$321,943 in 2016 compared to \$335,059 in 2015.



Commercial construction permit values dropped in 2016 to \$41,070,011 from 2015's 10-year high of \$102,085,061 in estimated value. This decrease is attributable largely to a few large projects started in 2015 including two cancer centers, an expansion by Neenah Papers, and several multi-family projects.



Commercial and multi-family permits including trades (Electrical, Plumbing and HVAC) over \$100,000 last year totaled \$82,363,087 of which \$15,169,478 is exempt from real estate tax (Note: These include permits issued for all trades vs. strictly those in the commercial category). The following is a list of all commercial and multi-family permits taken out in 2016 over \$100,000.

2016 COMMERCIAL & MULTI-FAMILY PERMITS IN APPLETON

Owner	Address	Estimated Cost	Reason	Description	Taxable Status
BOLDT CONSTRUCTION CO	2525 N ROEMER RD	\$128,000	RT	1-MAKE UP AIR, 2 EXHAUST FANS	Y
RIVERHEATH PRAIRIE LLC	181 S RIVERHEATH WA	\$125,000	REMODEL INT	1ST FLR TENANT BUILD	Y
FRENCH QUARTER	5101 N FRENCH RD	\$1,595,000	NEW BUILDING	20 UNIT MEMORY CARE	Y
FRENCH QUARTER	5101 N FRENCH RD	\$2,913,000	NEW BUILDING	36 UNIT CBRF	Y
WOOLEN MILLS LOFTS -	218 E SOUTH ISLAND ST	\$6,436,227	REMODEL INT	60 UNIT APT BLDG	Y
THRIVENT FINANCIAL	4321 N BALLARD RD	\$1,130,000	ADDITION	ADDN	Y
RIVERHEATH PRAIRIE LLC	181 S RIVERHEATH WA	\$150,349	REMODEL INT	ALTERATION/BUILDOUT	Y
WISC MUNICIPALITIES	5300 N MEADE ST	\$216,400	ADDITION	BLDG ADDN & BLDG RML	Y
MDC REAL ESTATE	536 N RICHMOND ST	\$140,000	REMODEL INT	COMM INT RMDL	Y
C & Z REALTY LLC	1919 S ONEIDA ST	\$100,000	REMODEL INT	COMMERCIAL	Y
MOTO INC	320 S KENSINGTON DR	\$337,566	NEW BUILDING	COMMERCIAL	Y
200 EAST LLC	3301 E EVERGREEN DR	\$610,000	ADDITION	COMMERCIAL	Y
RIVERHEATH PRAIRIE LLC	181 S RIVERHEATH WA	\$8,500,000	NEW BUILDING	COMMERCIAL/MULTIFAMILY	Y
THRIVENT FINANCIAL	4321 N BALLARD RD	\$1,130,000	ADDITION	DATA CENTER	Y
EPIPHANY ROSE LLC	4211 N LIGHTNING DR	\$160,000	REMODEL INT	FIRE REPAIR	Y
BOLDT CONSTRUCTION CO	2525 N ROEMER RD	\$250,000	FOOT&FOUND ATION	FT & FD	Y
BATRA HOSPITALITY	318 W COLLEGE AV	\$100,000	REMODEL INT	INT ALTER-PHASE 1	Y
EAST CAPITOL REALTY	2323 E CAPITOL DR	\$155,000	REMODEL INT	INT OFFICE BUILDOUT	Y
APPLETON KR ASSOCIATES	2700 N BALLARD RD	\$185,000	REMODEL INT	INT RENOV "COPPS"	Y
THRIVENT FINANCIAL	4321 N BALLARD RD	\$100,400	REMODEL INT	INT RMDL	Y
EISENHOWER PROPERTIES	3845 E CALUMET ST	\$145,339	REMODEL INT	INT RMDL	Y

KT REAL ESTATE	1342 W PROSPECT AV	\$230,000	REMODEL INT	INT RMDL	Y
INTERTECH GROUP LLC	3916 N INTERTECH CT	\$1,117,012	REMODEL INT	INT RMDL	Y
DOC-3925 NORTH GATEWAY	3925 N GATEWAY DR	\$230,500	REMODEL INT	MEDICAL BUILDING	Y
WRP 1100 E WISCONSIN	1132 E WISCONSIN AV	\$100,000	NEW BUILDING	MINI STORAGE	Y
WRP 1100 E WISCONSIN	1132 E WISCONSIN AV	\$225,000	NEW BUILDING	MINI STORAGE	Y
CDR6 LLC	3100 E CAPITOL DR	\$300,000	NEW BUILDING	NEW BUILDING	Y
BETTENCOURT LIV TRUST	473 W CALUMET ST	\$693,000	NEW BUILDING	NEW BUILDING	Y
RIVERHEATH LLC	101 S RIVERHEATH WA	\$100,000	NEW BUILDING	NEW CONSTRUCTION	Y
ENCAPSYS SOUTHPOINT	2515 S EISENHOWER DR	\$13,200,000	NEW BUILDING	NEW CONSTRUCTION	Y
VERSATILE INVESTMENTS	3135 E LAKE PARK CR	\$300,000	NEW BUILDING	NEW OFFICE & REC BLD	Y
BARDON INVESTMENT LLC	2222 E NORTHLAND AV	\$175,000	PAVING	PAVING PERMIT	Y
THRIVENT FINANCIAL	4321 N BALLARD RD	\$200,000	PAVING	PAVING PERMIT	Y
TFT WAREHOUSE LLC	3005 N MARSHALL RD	\$131,460	REMODEL INT	REMODEL	Y
BOLDT CONSTRUCTION CO	2525 N ROEMER RD	\$1,600,000	NEW BUILDING	RENOVATION PHASE II	Y
EVANS	330 W COLLEGE AV	\$542,000	REMODEL INT	RENOVATION/ ALTERATION	Y
BDB COMPANY PARTNERSHP	535 N SUPERIOR ST	\$200,000	REMODEL INT	RMDL BSMT & 1ST FLR	Y
ST ELIZABETH HOSPITAL	1506 S ONEIDA ST	\$392,000	REMODEL INT	RMDL WIG ROOM	Y
PIONEER PROFESSIONAL	809 W COLLEGE AV	\$240,000	REMODEL EXT	ROOF STRUCTURE REPLA	Y
TEMMER PROPERTIES LLC	806 W CAPITOL DR	\$200,000	NEW BUILDING	STORAGE UNITS	Y
BOLDT CONSTRUCTION CO	2525 N ROEMER RD	\$130,000	NEW BUILDING	WIRING A NEW WAREHOUSE BUILDING ON THE CUSTOMERS PROPERTY	Y
RIVERHEATH LLC	101 S RIVERHEATH WA	\$812,218	NEW BUILDING	TEMPORARY WILL BE 400A 120/240	Y
DAYTON HUDSON CORP	1800 S KENSINGTON DR	\$221,500	REWIRE	ROOF MOUNTED SOLAR PV SYSTEM INSTALLATION	Y
THRIVENT FINANCIAL	4321 N BALLARD RD	\$125,000	REWIRE	REWIRE PARKING LOTS 1 & 1A	Y

APPLETON MEDICAL	1818 N MEADE ST	\$550,000	REWIRE	REMODEL OF IN-PATIENT OPERATING ROOMS AND AIR HANDLER UPGRADE	Y
FRENCH QUARTER	5101 N FRENCH RD	\$115,000	SAN & STRM	PIPING WITH (8) CATCH BASINS, INLETS, ETC	Y
FRENCH QUARTER	5101 N FRENCH RD	\$195,500	NEW BUILDING	NEW BUILDING	Y
THRIVENT FINANCIAL	4321 N BALLARD RD	\$100,000	STORM SWR	M.H. B NEW - WEST OF ADDITION, TRENCH DRAIN	Y
CENTURY OAKS ON	2302 E GLENHURST LA	\$320,000	NEW BUILDING	FULL BUILDING ELECTRICAL-CBRF	Y
THRIVENT FINANCIAL	4321 N BALLARD RD	\$4,250,000	NEW BUILDING	CONSTRUCTION OF NEW DATA CENTER	Y
WOOLEN MILLS LOFTS -	218 E SOUTH ISLAND ST	\$386,000	REWIRE	50 UNIT APARTMENT	Y
BOLDT CONSTRUCTION CO	2525 N ROEMER RD	\$100,000	SAN & STRM		Y
FRENCH QUARTER	5101 N FRENCH RD	\$104,500	NEW BUILDING		Y
FRENCH QUARTER	5101 N FRENCH RD	\$120,000	NEW BUILDING		Y
BATRA HOSPITALITY	318 W COLLEGE AV	\$124,100	UH		Y
FRENCH QUARTER	5101 N FRENCH RD	\$140,000	AC		Y
FRENCH QUARTER	5101 N FRENCH RD	\$200,000	AC		Y
CENTURY OAKS ON	2302 E GLENHURST LA	\$205,000	AC		Y
FRENCH QUARTER	5101 N FRENCH RD	\$240,000	NEW BUILDING		Y
THRIVENT FINANCIAL	4321 N BALLARD RD	\$250,000	NEW BUILDING		Y
CENTURY OAKS ON	2302 E GLENHURST LA	\$264,766	NEW BUILDING		Y
RIVERHEATH PRAIRIE LLC	181 S RIVERHEATH WA	\$269,900	NEW BUILDING		Y
RIVERHEATH LLC	101 S RIVERHEATH WA	\$289,000	SAN & STRM		Y
BOLDT CONSTRUCTION CO	2525 N ROEMER RD	\$345,600	AC		Y
WOOLEN MILLS LOFTS -	218 E SOUTH ISLAND ST	\$420,000	REMODELING		Y
FVOSA REAL ESTATE	2105 E ENTERPRISE AV	\$425,000	AC		Y
RIVERHEATH PRAIRIE LLC	181 S RIVERHEATH WA	\$496,301	NEW BUILDING		Y
RIVERHEATH LLC	101 S RIVERHEATH WA	\$525,000	NEW BUILDING		Y
WOOLEN MILLS LOFTS -	218 E SOUTH ISLAND ST	\$689,509	AC		Y

RIVERHEATH PRAIRIE LLC	181 S RIVERHEATH WA	\$750,000	AC		Y
ENCAPSYS SOUTHPOINT	2515 S EISENHOWER DR	\$750,000	NEW BUILDING		Y
ENCAPSYS SOUTHPOINT	2515 S EISENHOWER DR	\$941,361	NEW BUILDING		Y
APPLETON MEDICAL	1818 N MEADE ST	\$2,241,544	AC		Y
THRIVENT FINANCIAL	4321 N BALLARD RD	\$3,000,000	AC		N
CURWOOD INC	2621 W EVERETT ST	\$1,446,000	ADDITION	ADDITION/INT RMDL	Y
C3 REAL ESTATE	3300 E VENTURE DR	\$832,000	ADDITION	ADDN ALTERATION	Y
NORKA HOLDINGS LLC	3001 E NEWBERRY ST	\$950,000	ADDITION	BLDG ADD TO THE WEST	Y
KOWALCZYK PROPERTIES	3200 E PERSHING ST	\$195,000	FOOT& FOUNDATION	FOOTING & FOUNDATION	Y
FOX RIVER PAPER CO LLC	400 E NORTH ISLAND ST	\$150,000	PAVING	LOT PAVING	Y
MBMA PROPERTIES LLC	1718 E WISCONSIN AV	\$200,000	ADDITION	OFFICE ADDN	Y
VANDEWALLES CANDIES	1233 W SPENCER ST	\$180,000	REMODEL INT	REROOF/STRUC MODIF	Y
CURWOOD INC	2621 W EVERETT ST	\$461,777	REMODEL INT	STORAGE ENCL/PLATFOR	Y
CURWOOD INC	2621 W EVERETT ST	\$150,000	REWIRE	REMODEL AND SMALL ADDITION FOR A SOLVENT STORAGE AND SOLVENT MIXING ROOM	Y
FOX RIVER PAPER CO LLC	400 E NORTH ISLAND ST	\$250,000	REWIRE	NEW PROCESS EQUIP	Y
FOX RIVER PAPER CO LLC	400 E NORTH ISLAND ST	\$173,380	NEW BUILDING	INSTALL A NEW 2000A (480/277V) 30, 4W SERVICE ON THE NEENAH PAPER SLITTER	Y
CURWOOD INC	2621 W EVERETT ST	\$122,400	RT		Y
FOX RIVER PAPER CO LLC	400 E NORTH ISLAND ST	\$203,000	AC		Y
THE MISSION CHURCH INC	314 N APPLETON ST	\$490,000	ADDITION	ADDN	N
COVENANT CHRISTIAN	1601 S COVENANT LA	\$496,553	ADDITION	CHURCH	N
APPLETON	1800 N MORRISON ST	\$883,357	NEW BUILDING	DEMO&BUILD NEW POOL	N
APPLETON	1800 N MORRISON ST	\$417,088	NEW BUILDING	DEMO/NEW CONST POOL	N
APPLETON	1800 N MORRISON ST	\$379,991	NEW BUILDING	DEMO/RBLD POOL-PAVIL	N
APPLETON AREA SCHOOL	5000 N BALLARD RD	\$119,600	REMODEL INT	INT RMDL	N
ST PIUS X	500 W MARQUETTE ST	\$160,000	PAVING	PAVING	N

GOODWILL INDUSTRIES	1341 W SPENCER ST	\$248,000	PAVING	PAVING (P.T.S.)	N
GOODWILL INDUSTRIES	1341 W SPENCER ST	\$260,000	PAVING	PAVING EXISTING LOT	N
APPLETON AREA SCHOOL	225 N BADGER AV	\$175,000	REMODEL EXT	PAVING-PARKING LOT	N
APPLETON AREA SCHOOL	610 N BADGER AV	\$100,000	PRESS BOX	PRESS BOX	N
LAWRENCE UNIV OF WISC	739 E ALTON ST	\$100,000	REMODEL INT	RES TO COM USE	N
OUTAGAMIE COUNTY	320 S WALNUT ST	\$135,475	REMODEL INT	RMDL	N
RANDALL COURT	603 N KENSINGTON DR	\$120,540	REMODEL INT	RMDL INT & EXT	N
RANDALL COURT	1006 S MADISON ST	\$101,617	REMODEL INT	RMDL INT/EXT	N
RANDALL COURT	1524 S SCHAEFER ST	\$123,798	REMODEL INT	RMDL INT/EXT	N
RANDALL COURT	218 E RANDALL ST	\$3,055,319	REMODEL INT	RMDL UNITS & COMMON	N
APPLETON AREA SCHOOL	610 N BADGER AV	\$120,000	REMODEL INT	SCHOOL	N
APPLETON AREA SCHOOL	2121 E EMMERS DR	\$180,000	REMODEL INT	SCHOOL LIBRARY	N
APPLETON AREA SCHOOL	2514 N LINWOOD AV	\$150,000	NEW BUILDING	SINGLE FMLY/ATT GAR	N
FIRST ENGLISH LUTHERAN	326 E NORTH ST	\$320,000	REMODEL EXT	STAIR RECON/RENOV	N
APPLETON	1800 N MORRISON ST	\$570,000	NEW BUILDING	WIRE ALL POOLS, POOL EQUIPEMTN BUIDLING, BATH HOUSE AND PAVILION.	N
APPLETON	2006 E NEWBERRY ST	\$120,000	REWIRE	REPLACING (2) 4160 VOLT TRANSFORMER AND SWITCH GEAR	N
RANDALL COURT	218 E RANDALL ST	\$960,000	REWIRE	REMODEL OF UNITS - NEW DEVICES, LIGHTING, SERVICE	N
APPLETON	1800 N MORRISON ST	\$225,000	SAN & STRM	29 STRUCTURES-INLETS, CB, MH	N
COVENANT CHRISTIAN	1601 S COVENANT LA	\$137,440	AC		N
YMCA OF APPLETON	218 E LAWRENCE ST	\$168,700	RT		N
APPLETON	1800 N MORRISON ST	\$201,200	NEW BUILDING		N
OUTAGAMIE COUNTY	320 S WALNUT ST	\$238,000	AH		N
APPLETON	2625 E GLENDALE AV	\$338,800	OT		N
RANDALL COURT	218 E RANDALL ST	\$524,000	OT		N
RANDALL COURT	218 E RANDALL ST	\$550,000	REMODELING		N

MEASUREMENTS SUMMARIZED

The following chart has been added this year to demonstrate the relationship between the three measures of value discussed in this report.

PERMIT VALUE OF CONSTRUCTION:

The permitted value of construction is a sum total of estimated construction value identified on permitted projects. This is the most volatile line on this graph as it includes taxable and tax exempt real property. Permit value does not capture personal property investments or adjustments based on market factors.

EQUALIZED VALUE:

The equalized value is the estimated value of all taxable real and personal property in each taxation district, by class of property, as of January 1 and certified by DOR on August 15 of each year (Definition: Wisconsin Dept. of Revenue). Being the largest number (\$4.93B in 2016 vs. \$4.81B in 2015), it is also the least volatile. Equalized values capture the following changes:

- DOR's market field studies
- Demolition or destruction of buildings or other improvements
- Changes in property's exempt status
- Changes in classification of property
- Annexation gains or losses
- Other miscellaneous changes
- Adjustments (corrections) made under state law (sec. 70.57, Wis. Stats.)

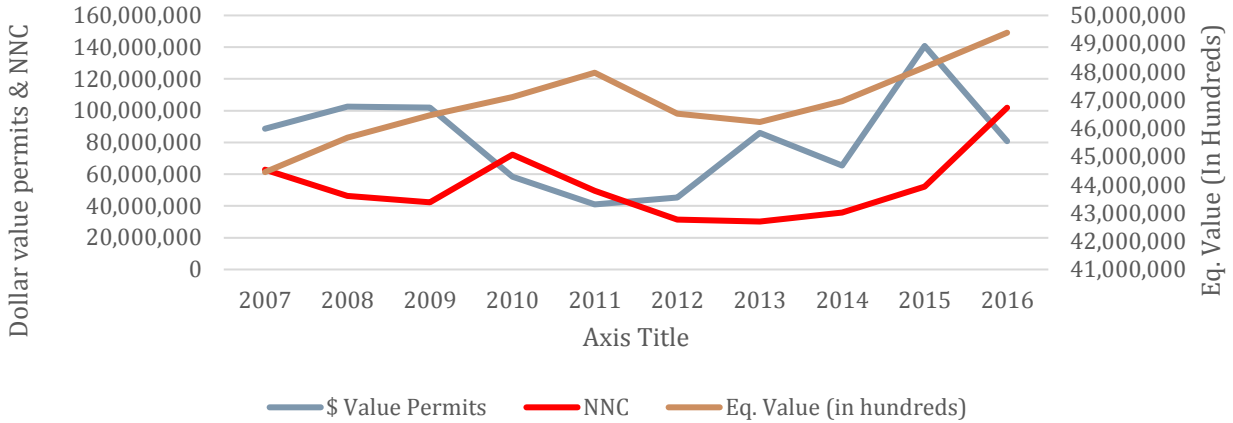
NET NEW CONSTRUCTION:

Net new construction captures the following:

- Land value changes are due to higher land utility
- Improvement value changes are due to construction of new buildings

This is a significant number to pay attention to because it ties directly to the City's available tax levy. A municipality is allowed to increase its levy over the amount it levied in the prior year by the percentage increase in equalized value from net new construction. If no new construction occurred in your community, then your allowable levy increase is zero percent.

City of Appleton Dollar Value of Permits/Equalized Values/Net New Construction



FOX CITIES REGION CONSTRUCTION VALUE

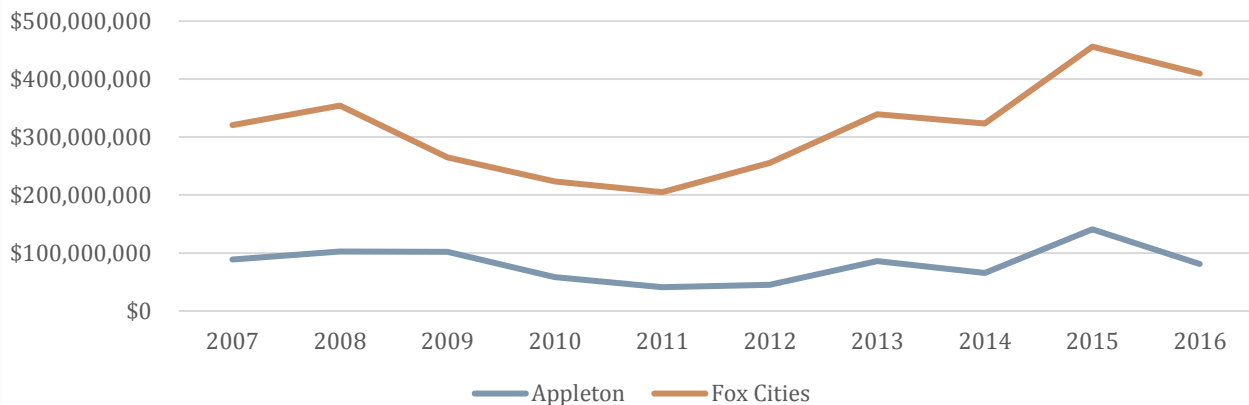
In an effort to compare Appleton to the Fox Cities region, data was collected from 13 municipalities surrounding Appleton and comprising the Fox Cities. These are the Cities of Kaukauna, Menasha and Neenah; Villages of Combined Locks, Kimberly, Hortonville and Little Chute and Towns of Buchanan, Grand Chute, Greenville, Vandenbroek, Menasha and Harrison.

**Note: In 2013, the Town incorporated into the Village of Harrison, these figures include year-end data for both.*

***Note: The Village of Fox Crossing incorporated in 2016, which will result in changes to the data in 2017.*

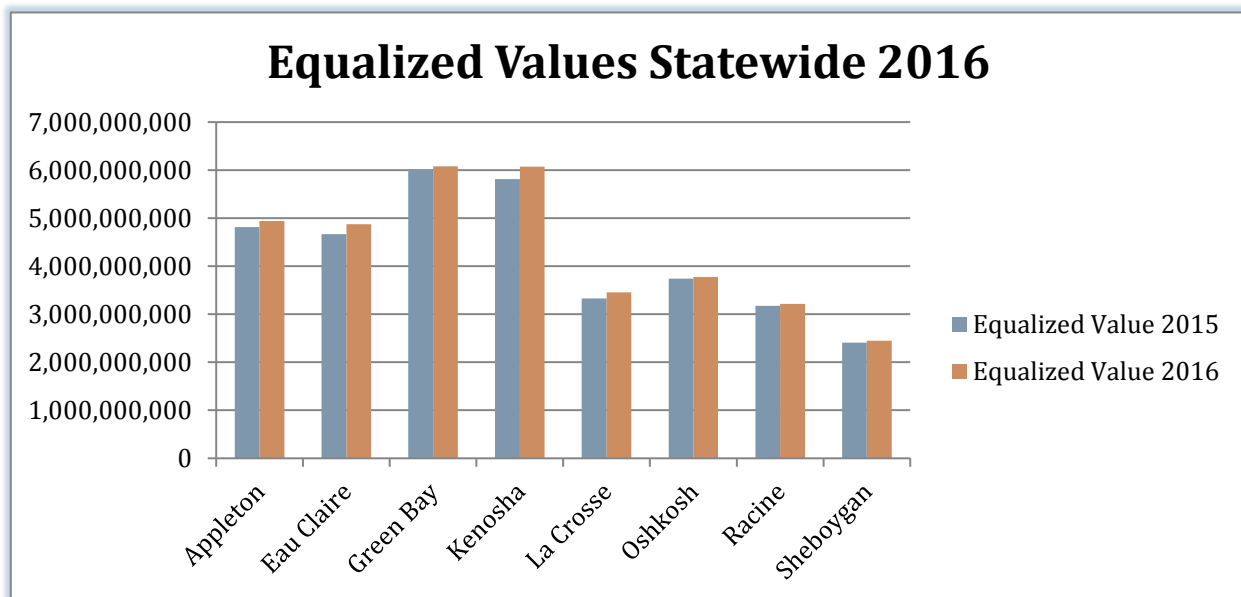
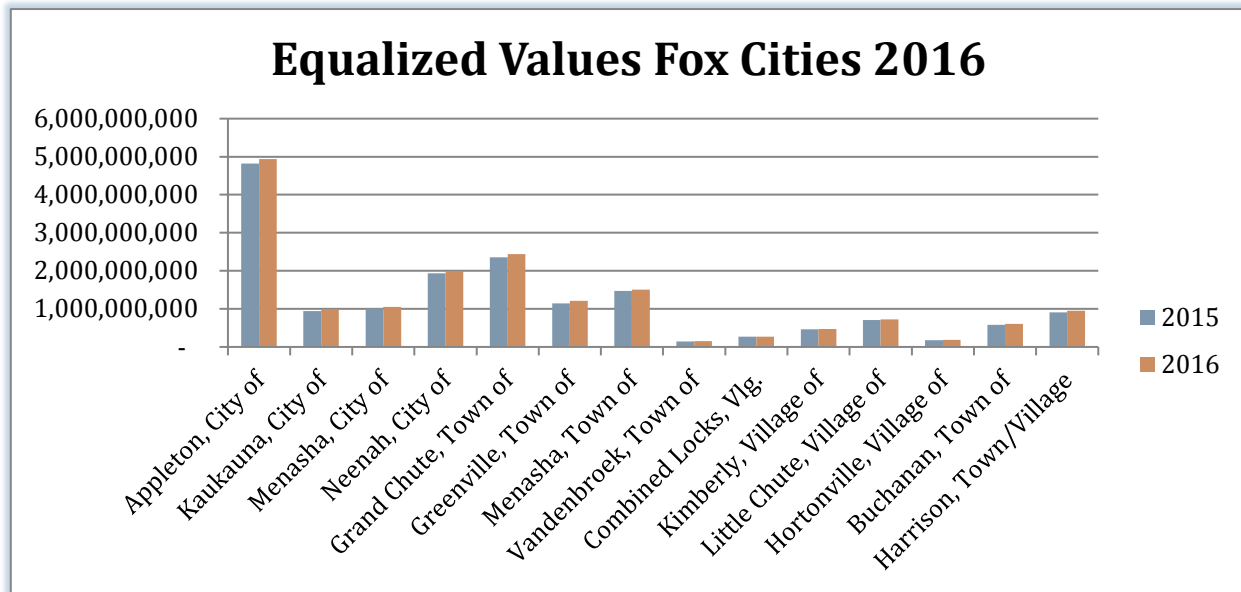
The total dollar value of construction in the Fox Cities decreased by 10.2% in 2016 to \$409,231,762 from \$455,859,676 in 2015. By comparison, Appleton's dollar value of construction decreased by approximately 42.6% over 2016 going from \$140,806,509 in 2015 to \$80,793,345. The City of Appleton comprised 19.7% of the total dollars spent on construction in the Fox Cities in 2016.

Dollar Value Permits Fox Cities & Appleton



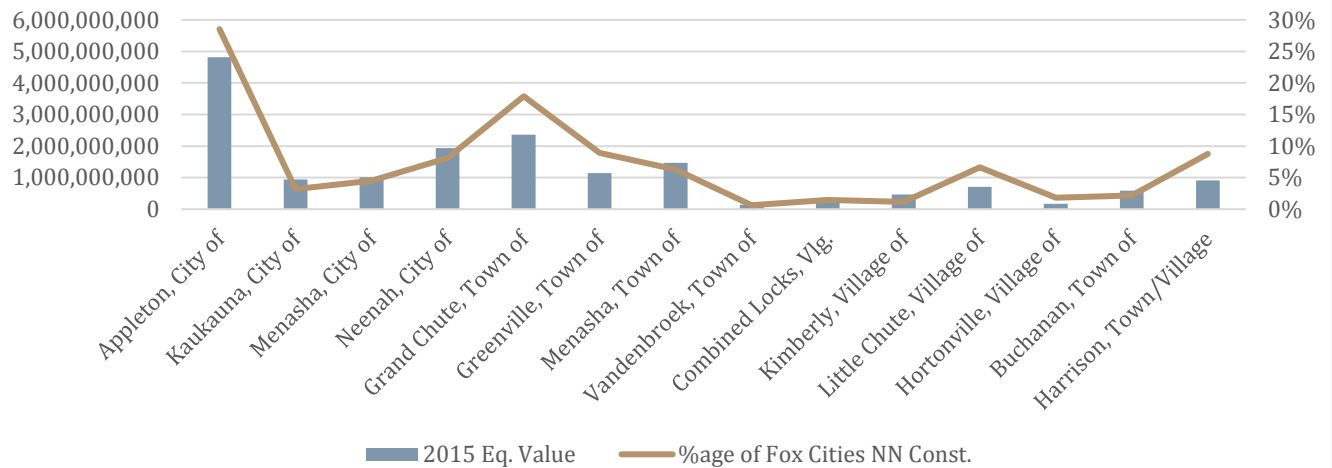
EQUALIZED VALUE

Appleton experienced an increase in equalized values for the City overall of 2.56%. The following charts compare Appleton's equalized value to the Fox Cities and other midsize cities in the State of Wisconsin.



In addition to equalized values, the following chart captures, more specifically, the Fox Cities percentage of net new construction added over the preceding year and their equalized values. Municipalities use the percentage increase of net new construction as a valuation factor in determining the allowable tax levy for the municipality.

Net New Construction



Municipality	2015 Eq. Value	Net New Const.	Percentage Increase	% of Fox Cities Net New Const.
Appleton, City of	4,816,754,800	101,886,500	2.12%	29%
Kaukauna, City of	944,939,900	11,385,600	1.20%	3%
Menasha, City of	1,010,047,700	16,181,500	1.60%	5%
Neenah, City of	1,933,055,000	28,868,900	1.49%	8%
Grand Chute, Town of	2,359,012,300	63,838,400	2.71%	18%
Greenville, Town of	1,146,625,700	31,924,400	2.78%	9%
Menasha, Town of	1,469,133,900	22,344,300	1.52%	6%
Vandenbroek, Town of	145,332,700	2,260,700	1.56%	1%
Combined Locks, Village of	270,174,100	5,173,900	1.92%	1%
Kimberly, Village of	466,586,100	4,157,100	0.89%	1%
Little Chute, Village of	704,553,900	23,743,300	3.37%	7%
Hortonville, Village of	175,019,800	6,423,500	3.67%	2%
Buchanan, Town of	585,068,200	7,693,400	1.31%	2%
Harrison, Town/Village	909,352,200	31,217,600	3.43%	9%
Fox Cities Total	\$16,935,656,300	357,099,100	2.11%	100%

The City of Appleton represents 27.3% of the Fox Cities by total equalized value and captured 29% of net new construction equalized value. This indicates the City is capturing its “fair share” of net new construction.

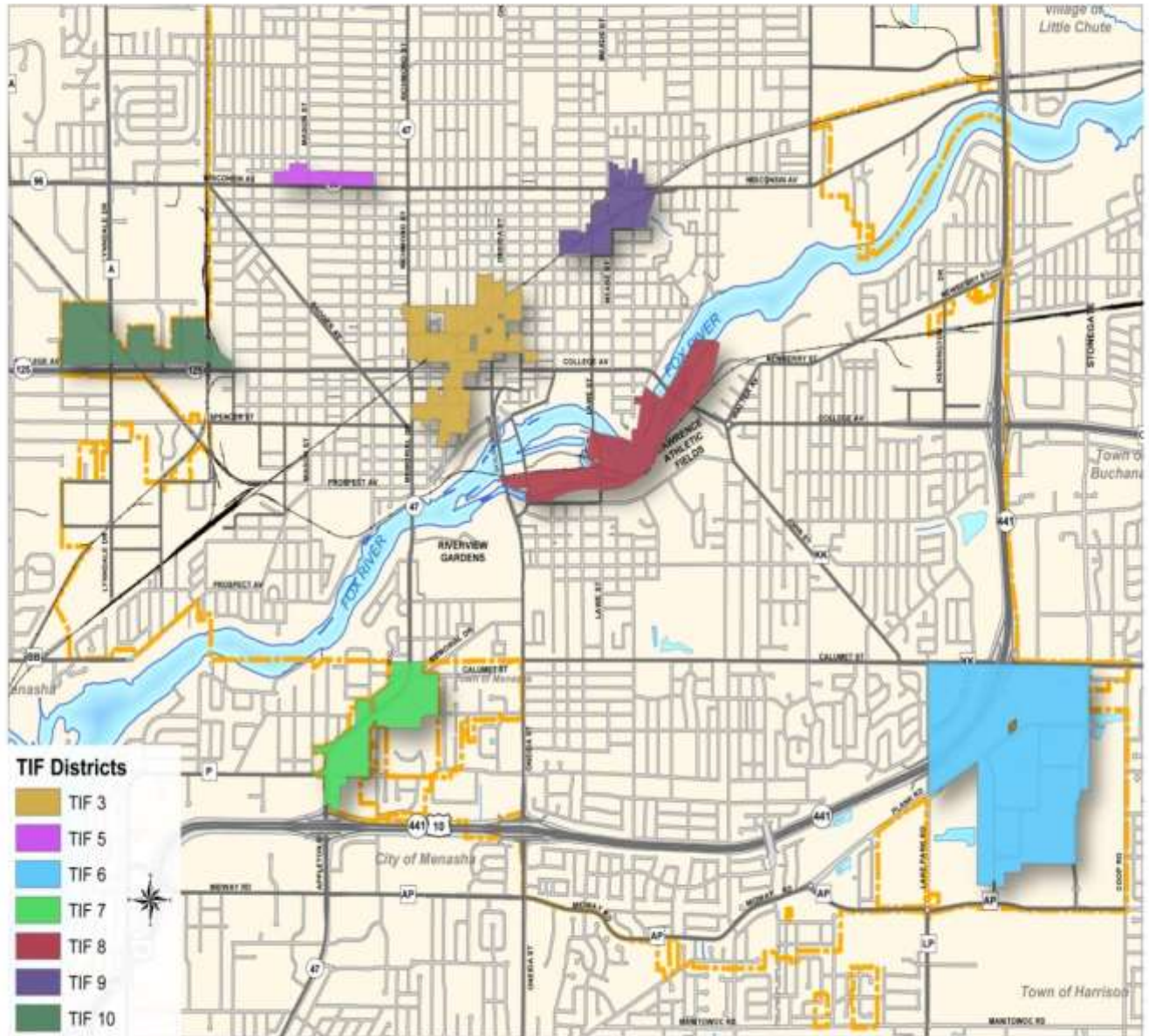
TAX INCREMENTAL DISTRICT

The table below shows the value increase/decrease of Tax Incremental Districts since creation, change during the past year, and an average annualized percentage change. All districts saw an increase in value with a cumulative increase in TIF District valuations of 6.39%.

<i>Tax Incremental District Valuations</i>									
TID #	Start	Base Value	2015 Value	2016 Value	Total Increment	2015-2016 Increment	% Change in 2015-2016 Value	Avg % Annual Change Since Start	% Change in Total Value Since Start
TID 3	1993	\$18,940,800	\$57,585,800	\$60,456,400	41,515,600	2,870,600	4.98%	10.44%	219.19%
TID 6	2000	\$12,141,600	\$100,497,400	\$104,849,300	92,707,700	4,351,900	4.33%	54.54%	763.55%
TID 7	2007	\$25,657,000	\$37,580,400	\$42,854,100	17,197,100	5,273,700	14.03%	9.58%	67.03%
TID 8	2009	\$6,135,100	\$17,187,200	\$19,937,600	13,802,500	2,750,400	16.00%	45.00%	224.98%
TID 9	2013	\$21,512,900	\$22,901,700	\$23,275,900	1,763,000	374,200	1.63%	8.20%	8.20%
TID 10	2013	\$24,543,900	\$25,045,600	\$26,091,900	1,548,000	1,046,300	4.18%	6.31%	6.31%
Total		\$108,931,300	\$260,798,100	\$277,465,200	\$168,533,900	\$16,667,100	6.39%		154.72%

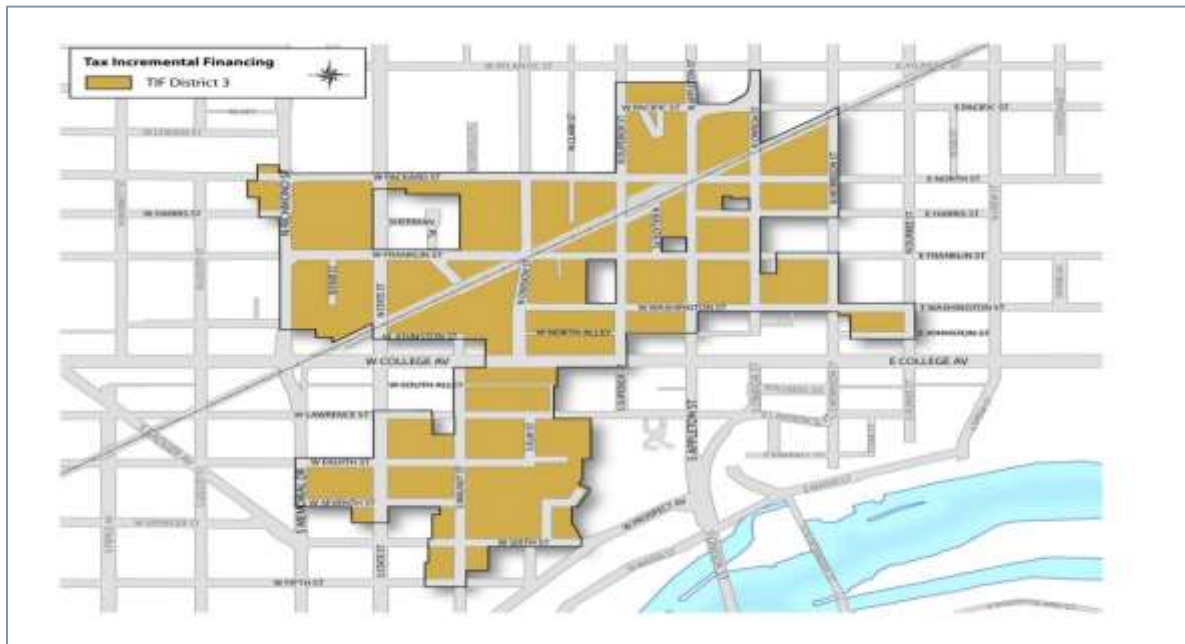
*Note TID #6 & TID #8 Base Value adjusted to include amended area that was added to the district.

The following is a City Map indicating locations of the TIDs and then a map of, and performance notes for each, along with the scheduled closing date of each TID:



TAX INCREMENTAL DISTRICT PERFORMANCE

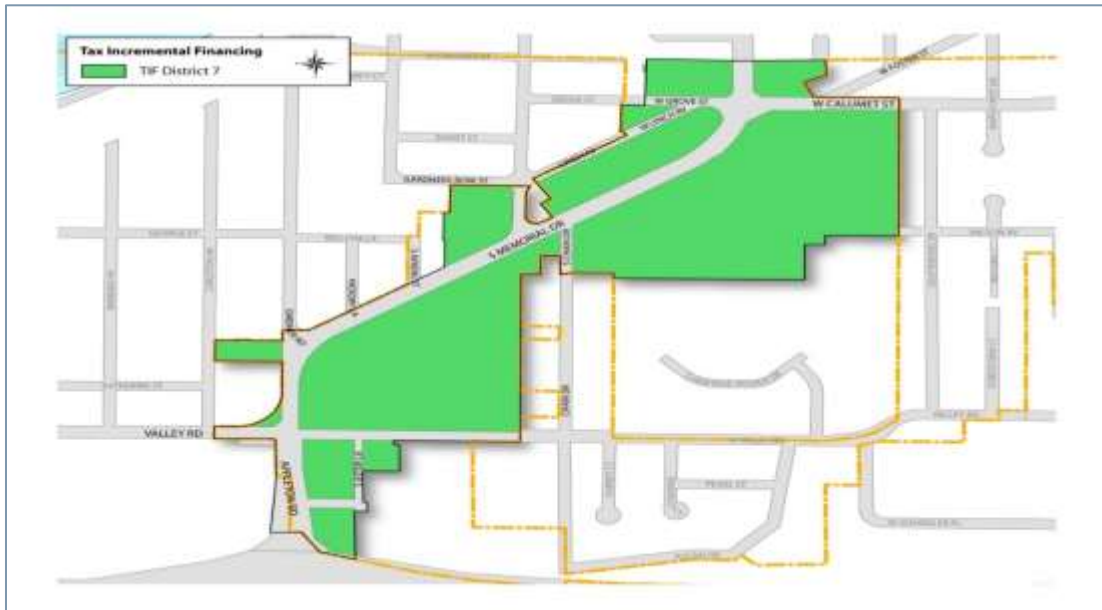
TID #3 Equalized valuations in TID #3 increased by \$2,870,600 or 4.98%. Much of this increase is attributable to newly permitted improvements to existing properties. This TID was declared Distressed in 2011, and is scheduled to close by 2031.



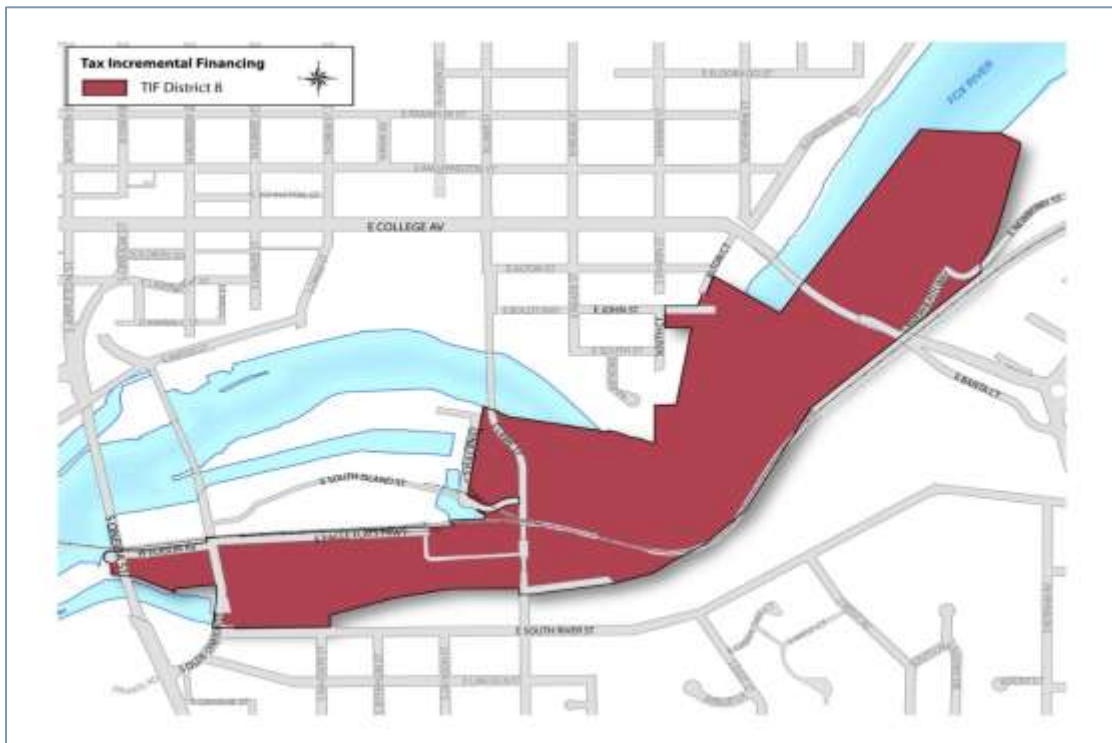
TID #6 Equalized valuations increased in TID #6 by \$4,351,900 or 4.33%. Much of this increase is due to the newly constructed Crunch Fitness Center. This TID is scheduled to close in 2023.



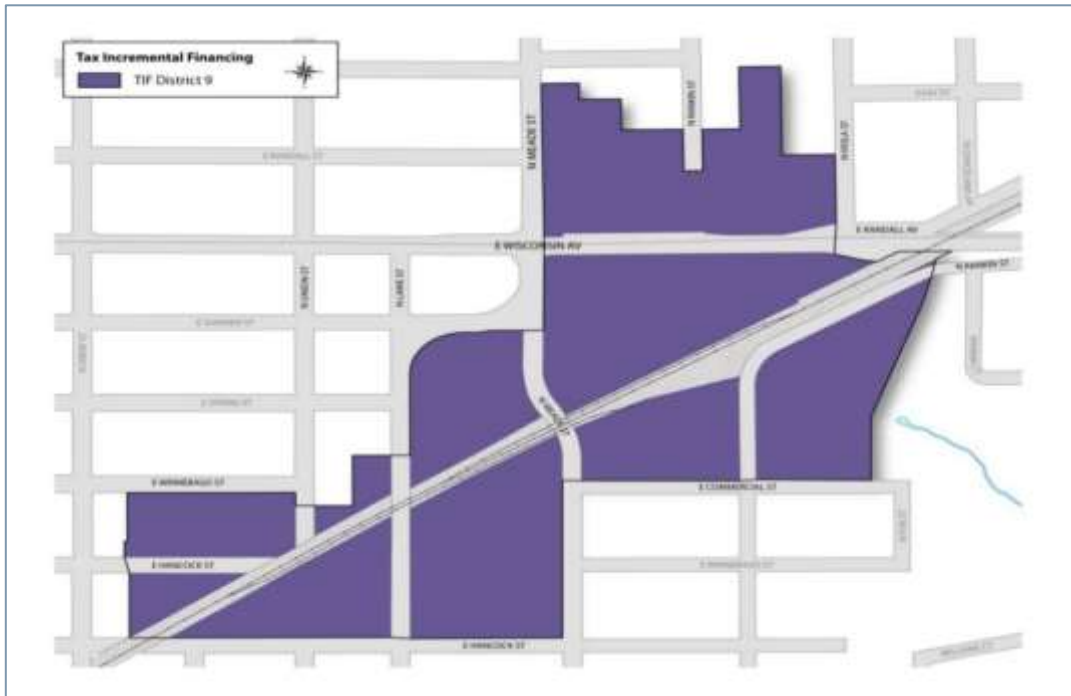
TID #7 TID #7 saw an increase in equalized valuation of \$5,273,700 which is 14.03%. Tenant improvements and investments in personal property at the former Kohl's building led to much of this increase. This TID is scheduled to close in 2034.



TID #8 In 2016, the equalized value of TID #8 increased by \$2,750,400 or 16%. Most of this growth is attributed to both residential apartments and commercial development in the RiverHeath project. This TID is scheduled to close in 2036.



TID #9 TID #9 was created in 2013 and saw an increase in value of \$374,200 or 1.63%, due mostly to adjustments in the assessment ratio. This TID is scheduled to close in 2039.



TID #10 TID 10, also created in 2013, saw an increase in value of \$1,046,300 or 4.18% due to adjustments in the assessment ratio and an adjustment to prior year values by the State of Wisconsin. This TID is scheduled to close in 2039.



BUSINESS DEVELOPMENT

The City, once again experienced a net gain in new businesses. During 2016, 76 new businesses opened in the City, while 18 closed for a net gain of 58. The following pages highlight the new businesses that opened in Appleton and the businesses that closed or moved in 2016.

New Businesses That Opened in the City of Appleton:

OVEREND TECHNOLOGIES LLC	CORRECTIONAL HEALTHCARE	STEWART TITLE GUARANTY
TOYS FOR TRUCKS	REED LAW LLC	DIAMOND MASSAGE & SPA
ABOUTHEALTH LLC	RSSCO APPLETON OUTLET LLC	RICHMOND STREET AUTOMOTIVE LLC
SWING SOLUTIONS INC	TAMARA'S THE CAKE GURU	LIFE ENRICHMENT WITH DR M LLC
CINCINNATI INSURANCE COMPANY	ATTIC TATTOO STUDIO THE	SIEBERS, BOBBIE JO, CHAIR; INSIDE THE CORNER BARBERSHOP
CONNECTING CARE CLINIC	LOU'S BREW CAFE & LOUNGE INC	SPROVIER, MEREDITH; MOASIS THERAPEUTIC MASSAGE
COUNTRY SIDE VETERINARY	HOBBY TOWN - APPLETON STORE	B BRAD CREATIONS LLC
DAIRYLAND BREW PUB DAIRYLAND	NIKOS HOME IMPROVEMENT LLC	FARMERS INSURANCE
DR TECH SERVICES LLC	AUTOZONE PARTS INC #106340	A. SALON % ASHLEY FULCER
EL JARIPEO APPLETON LLC	COMMUNITY DRIVING SCHOOL	LOCAL ROOTS LLC
FRESH MARKET COFFEE & DELI	FEATHER AND BONE LLC	LOS TRES MANANTIALES LLC
HEART FAILURE SURVIVAL CENTER	FANTASTIC SAMS - APPLETON	MERAKI A SALON LLC
MAC'S SMALL ENGINE LLC	MICHAEL P MULLEN CPA PLLC	NELSON, MOLLY; MOASIS THERAPEUTIC MASSAGE
MED SPEED LLC	SALON E'LAN	SCRIBNER, JOLENE; MOASIS THERAPEUTIC MASSAGE
MKM POTTERY TOOLS LLC	TEMPEST COFFEE COLLECTIVE LLC	TOLLEFSON, KATHRYN; MOASIS THERAPEUTIC MASSAGE
NAVITUS HEALTH SOLUTIONS LLC	UPCYCLED REMAINS	WATERS, SARAH; MOASIS THERAPEUTIC MASSAGE
WEEDMAN LAWN CARE	UPSIDE BOOKKEEPING LLC	CRICKET WIRELESS LLC
PRIMELENDING - A PLAINSCAPITAL	BARK AT THE MOON LLC	GABRIEL CLEARANCE/OUTLET CTR
PRIMERICA FINANCIAL PLANNING	CUSTOM CANINE GROOMING BY HOLLY LLC	ARBY'S #8552
SGTS INC	CUSTOM CANINE GROOMING BY TARA LLC	DRAFT GASTROPUB; MOJITOS MEXICAN GRILL & BAR LLC
STATE FARM MUTUAL AUTOMOBILE	INDIGO AYURVEDA & MASSAGE	CROSSFIT FOX VALLEY BY KRATOS
THEDACARE REGIONAL CANCER	METRO PCS - GO WIRELESS	FOX CITIES MARATHON INC
UNION SQUARE APARTMENTS LLC	SALON RETRO920	WISCONSIN LASER CENTER
BURDETTE BECKMANN INC	SHAHIN RUG GALLEY	NEW FLAG LLC
ATLAS GROUP	SMOKIN GLASS	
COLT'S TIMELESS TAVERN	STATE FARM MUTUAL AUTOMOBILE	

Businesses That Closed or Moved Out of the City of Appleton:

ACCURATE CONVERTERS INC	NOW THAT IS COOL	SONGS CUISINE LLC
CHICAGO GRILL	GLOBALLY SOUND/CANDID FX LLC	ESSENTIAL BODYWORK & MASSAGE
BE GALLERY- SHANA JOSEPH-LUCHT	GREAT HARVEST BREAD CO ON THE	HAIR HARMONY
CHAVLOVICH PHOTOGRAPHY	PSYCHIC GALLERY	CHERRY BERRY
GREEN 3	SCHUH SC, CARLTON H ATTORNEY	DIRECTBUY OF NORTHEAST WI
EDWARD KLUG INVESTMENTS LLC	NEW BEGINNINGS	POST NET

HOUSING & NEIGHBORHOOD SERVICES

HOMEOWNER REHABILITATION PROJECTS

The Homeowner Rehabilitation Loan Program provides financial and related technical assistance for low- to moderate-income homeowners in the City of Appleton for the rehabilitation of their property. In order to qualify, the property must be owner occupied as well as meet income, equity, and asset requirements.

Financial assistance is provided in the form of a 0% interest, deferred payment loan. The City places a lien on the property for the amount being spent on the rehabilitation, and the owner pays the loan back when the property is sold or vacated. This allows the City to assist property owners with maintaining and/or increasing their property values. When loans are repaid, the City reallocates those funds to future rehabilitation projects.

Priority is given to the following improvements: Lead-based paint hazards, roofing, foundation, electrical, plumbing, heating, windows, doors, insulation, interior walls/ceilings, private sidewalk, driveway, porches, siding, exterior trim, etc. The City does not provide funding for purchasing properties, additions to properties, cosmetic and/or luxury items.

The purpose of the program is two-fold: (1) to ensure decent, safe, and sanitary housing for low-income residents of the City of Appleton, and (2) to maintain the housing stock of these homes before they get to the point of being beyond repair. This stabilizes neighborhoods, maintains property values, and ultimately increases the tax base in the City.

The Program has five main objectives that directly benefit the City of Appleton:

1. Help low-income residents of the City of Appleton maintain decent, safe, and sanitary housing
2. Reduce the risk of lead poisoning from the older housing stock
3. Stabilize neighborhoods
4. Increase the tax base for the City
5. Create jobs in the community by hiring local contractors

The Program is considered to be very successful in achieving these objectives. Since 1979, the Homeowner Rehabilitation Loan Program has rehabbed over 1,100 homes in the City of Appleton and generated over \$6 million in outstanding loans. The City rehabilitated 23 housing units in 2016 and spent over \$350,000 on home improvement loans. 23 homes were rehabilitated in 2015 with loans exceeding \$300,000. The goal for 2017 is to rehabilitate an additional 24 housing units.

NEIGHBORHOOD PROGRAM

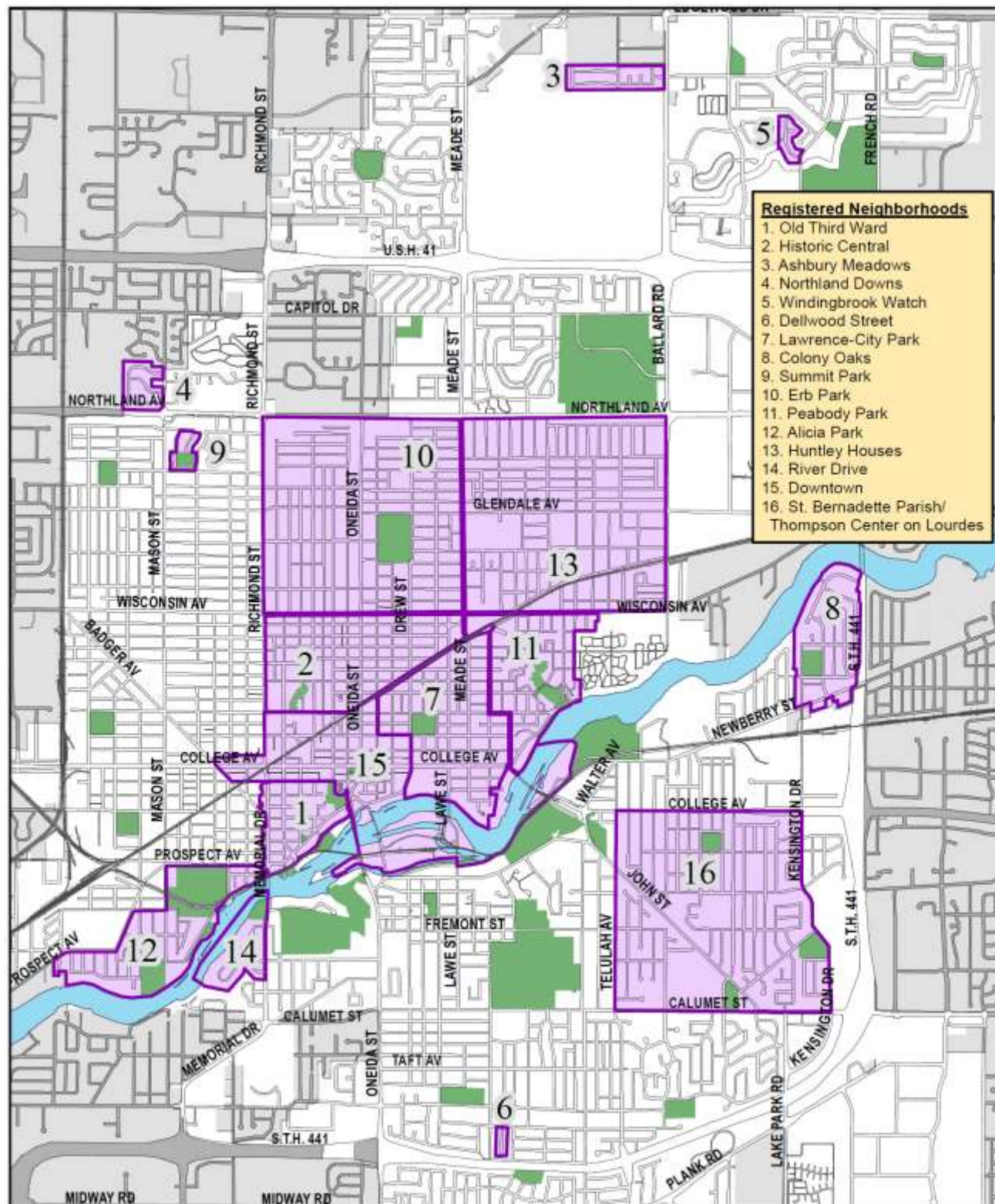
The Neighborhood Program was created in October 2012, with the goal of strengthening Appleton's neighborhoods by building strong bonds, engaging social capital, encouraging investment, and leveraging local resources. Beginning in the summer of 2013, staff developed a program brochure, conducted interviews with the Post-Crescent and local news and television agencies, and created the City's Neighborhood Program webpage which serves as the one-stop shop for all information on the program. These efforts increased awareness of the program and increased participation by Appleton residents.

The foundation of the program is the neighborhood registry. Residents are asked to register their neighborhoods by meeting with fellow residents to identify the neighborhood's primary and secondary contacts, create a neighborhood name, and define the neighborhood's boundaries. We have a total of 16 registered neighborhoods throughout the City. Registered neighborhoods are completely or partially located in 14 of the 15 Aldermanic Districts in the City. The central city neighborhoods north, south, and east of downtown are highly represented by five registered neighborhoods (Old Third Ward, Historic Central Neighborhood, Lawrence-City Park, Peabody Park, and Downtown).

One of the missions of the program is to strengthen neighborhoods through educational programs. The City contracted with Sustainable Fox Valley to collaborate on a neighborhood learning series called the Neighborhood Academy in 2013. The Neighborhood Academy is a learning series intended to provide the knowledge and tools for Appleton residents residing in registered neighborhoods to increase their effectiveness as neighborhood leaders. In 2016, the Neighborhood Academy was held a second time with 12 participants from 5 different registered neighborhoods. In 2016, the Huntley Houses Neighborhood completed a project to install a fitness playground with the assistance of a \$70,000 Neighborhood Grant.



The primary goal of the Neighborhood Program is to increase communication between Appleton's neighborhoods and City Hall. In order for residents to strengthen their neighborhoods, a clear line of communication with the City is important. Program staff assist Appleton's neighborhoods through communication in a variety of ways. First, we receive direct contact from neighborhood leaders regarding issues in their neighborhoods. Staff also contacts neighborhoods on various topics such as when a developer or the City is proposing a project which may directly or indirectly impact a registered neighborhood. A map of Registered Neighborhoods is on the following page:



Registered Neighborhoods - February 2017



PROSPECTS FOR GROWTH

1. Northside

- A. The City of Appleton purchased two properties totaling approximately 23 acres on Edgewood Drive long identified as future commercial/industrial use on the future land use map. While not yet served by City utilities, this will provide for additional growth in the future.
- B. Privately owned land is still available for office developments north of I-41 along Enterprise Avenue and Evergreen Drive and privately owned industrial sites are available south of I-41.
- C. The City of Appleton has approximately 210 single-family lots available for sale in established subdivisions, the majority of which are located on the north side. There are several acres of planned single family lots that are currently unplatted as well.
- D. A lift station is being added in 2017 to accommodate approximately 950 acres of growth on the north side southeast of the intersection of Broadway Drive and Richmond Street.

2. Southside

- A. The Wisconsin Department of Transportation (WisDOT) plans to construct a “Diverging Diamond” intersection at Hwy 441 and South Oneida Street starting in 2020. In addition, the City of Appleton plans to make updates to South Oneida Street between the Oneida Skyline Bridge to Hwy. 441. These improvements will further enhance this area’s attractiveness for commercial development/redevelopment.
- B. The City currently has 100+ acres of fully improved land available for development in the Southpoint Commerce Park and an additional 100+ acres with planned improvements. 2016 saw the sale of just over 7 acres for the new headquarters building for Encapsys which is under construction.

3. Downtown/Riverfront

- A. EAGLE FLATS: The developer is pursuing the next phase of the project, which is targeting the addition of residential units, visitors center in partnership with the Fox River Navigational Authority and public access at the property east of Lawe Street adjacent to Lock III. In addition, the site immediately west of Lawe Street was prepped for construction in 2016.
- B. RIVERHEATH DEVELOPMENT: Tanesay Development broke ground on a Courtyard by Marriott in 2016, a 100 room hotel expected to open in August 2017. Just under 6 acres are still available in this development for future projects.
- C. FORMER FOREMOST DAIRY SITE: The City took title to the former Foremost Farms USA property located at 935 E. John Street in July of 2011. The site has been remediated, the building demolished and the raceway abandoned to provide a site ready for development. The City rezoned this property on April 13, 2010 to R-3, Multi-Family Residential District. A request for proposals went out in 2012. The development agreement for this project was approved by Appleton Redevelopment Authority and Common Council in

2014. The City received notice that the developer was not going to be able to proceed with the project in 2015, and another RFP process was completed in 2015. Several responses were received. Community and Economic Development negotiated a development agreement with the selected development team, Alexander Company and Iconica. Sale and groundbreaking of the site occurred in early 2017. Phase I is anticipated to include 100 independent senior living units with future phase(s) under discussion.

BARRIERS TO GROWTH

1. Citywide

A. Workforce and Skilled Labor

While the unemployment rate for Appleton and the Fox Cities overall has been dropping and is currently quite low, that number alone does not tell the whole employment story. Underemployment and a skills gap exist which prevents maximizing potential in our labor force. Some suggested strategies for addressing future labor needs include:

- a. Aligning Workforce and Economic Development Efforts
- b. Engaging the Unemployed, Underemployed and Discouraged
- c. Talent Attraction and Retention
- d. Capital Improvement Funds
- e. Incumbent Worker Training
- f. Flexible Schedules
- g. Seasonal Programs
- h. Job Sharing Programs
- i. Phased Retirement Programs
- j. Knowledge Transfer and Reverse Mentoring

Source: Matt Kures, UW-Extension Center for Community and Economic Development

2. Northside

- A. Several significant road improvements are needed. Apple Creek Road, Edgewood Drive (east of Ballard Road) and Broadway Drive all require widening, including the acquisition of new right-of-way.
- B. Regulatory floodplains are known to exist on the northside.
- C. Enforcement of wetland regulations has delayed some projects.
- D. As growth continues to fill in subdivisions and commercial space, the area may need additional police, fire, school and recreational areas to meet growing demands.
- E. The City sold all available City Owned parcels in the Northeast Business/Industrial Park in 2016. The City no longer has any inventory of “ready to build” sites for sale on the north side with utilities and infrastructure in place.
- F. Limitations of the existing utility infrastructure and coordinating their expansion with timing of development will have to be closely coordinated.

3. Southside

- A. Recreational areas have been identified as a need on the south side.
- B. Enforcement of wetland regulations has delayed some projects.
- C. In 1999, the City of Appleton and Town of Harrison entered into an inter-municipal agreement in order to establish fixed boundaries, facilitate orderly development, and provide for cost effective governmental services. The agreed upon boundary line and the City of Appleton's future growth area are shown on the following map. In 2013, the Village of Harrison incorporated as an independent municipality, after initially meeting the Incorporation Review Board's standards. Later that year, the boundary line was significantly changed to transfer land from the Town of Harrison to the Village of Harrison, leaving only the City of Appleton and the City of Menasha growth areas remaining in the Town. While the area that the Village has either annexed, or will annex, was designated City growth area in a previous agreement with the Town, the court has held that the Village is not precluded from annexing that property. The City of Appleton is currently involved in litigation with the Village of Fox Crossing and Town of Menasha with regard to land designated as the City's future growth area located within the Village. Because of this pending litigation, additional information will be provided in a future report.

To date, the Village of Harrison has annexed land within the City's growth area totaling \$45,683,100 in assessed value, and the Village of Fox Crossing has annexed land within the City's growth area totaling \$61,108,900.

To follow are maps identifying annexed property within the City's growth area:

LAND ANNEXED BY VILLAGE OF HARRISON



LAND ANNEXED BY VILLAGE OF FOX CROSSING



1. Comprehensive Plan Update 2010-2030

In 2016, the City of Appleton began conducting a 5-year update to its 2010-2030 Comprehensive Plan, which includes updates to the Parks and Recreation Master Plan (Chapter 18) and a full re-write of the City's Downtown Plan (Chapter 14). Monthly Steering Committee meetings, workshops, walking and bicycle tours, presentations, and open houses were held over 11 months offering numerous opportunities for public input, in addition to an interactive website at <http://www.envisionappleton.org/> allowing for on-line comments.

A Comprehensive Plan is intended to guide the growth and development of a community. It is a long range plan, addressing current issues while also looking beyond to future issues and opportunities with the City. It includes analysis, recommendations and implementation strategies which will impact a community's population, economy, housing, transportation, community facilities, recreation-open space, and land use. A Comprehensive Plan establishes a vision for future land use, physical development, and quality of life in the City, as well as provides a comprehensive set of goals, policies and initiatives to achieve that vision.

A public hearing was held at the February 6, 2017 City Plan Commission meeting for the proposed City of Appleton Comprehensive Plan 2010-2030 Text and Future Land Use Map Amendments. The Comprehensive Plans was adopted by the Common Council on March 15, 2017.

2. 2015 Economic Development Strategic Planning

The Appleton Common Council approved the Appleton Economic Development Strategic Plan (EDSP) on June 17, 2015. The EDSP identifies where Appleton is today and where it wants to be tomorrow in terms of economic development. The EDSP is a "report card" of where we are now, identifying our strengths and weaknesses and sharing demographic data and community assets such as education, employment, local trends, availability of land, etc. The next component of the EDSP is where we, as a community and organization, want to go in the future. In technical terms, we establish goals. The EDSP outlines 4 Economic Goals.

1. Business Attraction
2. Business Retention and Expansion
3. General Economic Development
4. Workforce

Once the goals were established, the identification of key actions and measures support achievement of the Economic Goals. The EDSP outlines 16 key actions and measures.

1. Continue fast approvals & create more aggressive sales policies to drive business park purchase & construction activities, which will drive growth of tax base & jobs.
2. Create an email marketing campaign with a customer friendly web site.
3. Target highly-desirable site selectors, real estate brokers, & c-suite executives, growing the Appleton brand via website & online advertising.
4. Develop marketing campaign targeting key clusters: Office; Healthcare; Manufacturing; Food & Beverage; Retail; & Logistics.
5. Continue the visitors' attraction campaign targeting a 100-mile radius around the City with supplemental funding.
6. Conduct annual survey of businesses regarding City's customer service.
7. Create a single point of entry for projects through the Community and Economic Development Department.
8. Gather testimonials from businesses as evidence of consistent government responsiveness.
9. Continue 'fast-track permitting.' Review commercial permitting processes & streamline where appropriate to assure that permits are issued in a predictable & professional manner, & customers receive clear communication.
10. Restructure permit, inspection & storm water processes to be convenient for the consumer. Permit, water & storm water fees need to be competitive relative to nearby communities & other communities that the City competes for expansion & new projects.
11. Continue to conduct 40 annual site visits to key industries using business retention software to tabulate & analyze results.
12. Conduct Cost-Benefit analysis of completed and proposed projects.
13. Increase local food production and evidence of sales, distribution, processing and consumption.
14. Encourage & promote opportunities for executive, parent & student participation in coordinated programs with manufacturers, technology, & other key companies.
15. Assist with workforce efforts to sustain high student graduation rates, job placement.
16. Identify & implement best practices examples from neighboring communities.

Staff continually works to further these goals, key actions and measures.

3. The Fox Cities Economic Development Professionals

The creation and activities of the Fox Cities Regional Partnership has caused FCEDP to re-evaluate its role and necessity. Planning and evaluation of the role for this entity was completed in 2014, resulting in the Purpose Statement and Initiatives listed below:

PURPOSE STATEMENT

Building professional relationships and sharing best practices to advance our region's economy.

FOX CITIES ECONOMIC DEVELOPMENT PROFESSIONALS

STRATEGIC INITIATIVES

1. To provide for professional development and networking.
2. To encourage, facilitate communication, and participation among members and among economic development peers.
3. To learn about and work to establish economic development best practices.
4. To establish an educational and best practices manual for members.
5. To advance our region's economy.
6. To improve and establish collaborative efforts among economic development organizations in the region.

The City of Appleton was represented on the Executive Committee of FCEDP in 2016 and continues to remain engaged.

4. Fox Cities Regional Partnership

The City of Appleton has supported the efforts of the Fox Cities Regional Partnership, both financially and operationally since 2012. Many of these investments are to help support attracting and retaining an intelligent, innovative workforce to the City. The City contributed toward the following programs in 2016:

- PULSE Young Professionals Week
- Bazaar After Dark/Artery
- Site Selector Tour
- Talent Upload

5. Marketing

Staff partnered with Locate in Wisconsin, LoopNet and CoStar to reach the commercial real estate and development community. All of the above-mentioned services are online resources for commercial real estate brokers, site selectors, and companies to research available sites within our community.

Business Retention and Expansion Program - Assisting in the retention and expansion of local industries is a top priority in the City of Appleton because nine out of ten jobs created in the City are created by existing businesses expanding their operations or by local entrepreneurs starting businesses. In 2016, staff met with 41 businesses to resolve issues, help with retention, and assist with expansion plans.

The City of Appleton sponsored a booth at the Manufacturing First conference in 2016 which was shared with the East Central Wisconsin Regional Planning Commission. The conference was attended by over 1,100 manufacturers and 600 students. We also sponsored a booth at the InDevelopment Conference which is a gathering of the region's most influential people in commercial and economic development.



Neighborhood Program Spring Meeting



The Neighborhood Program Spring Meeting is intended to be an informal, “roundtable” discussion among representatives from the 16 registered neighborhoods within the City. Whether you are interested in strengthening social bonds, watching out for children and the elderly, keeping the area looking good, pursuing enhancement projects, or other neighborhood initiatives, this meeting will provide an opportunity to ask questions and share experiences. Please be prepared to share a brief update on your recent neighborhood activities.

Highlights include:

- Tour of Huntley Houses Neighborhood community fitness playground
- Details on Neighborhood Bike Challenge
- Insight from guest speakers
- Peer review, success stories among neighborhoods

An opportunity for people who care about their neighborhoods to exchange ideas and learn from one another.

Participants must reside in a neighborhood registered through the City’s Neighborhood Program (16 already registered). To register your neighborhood, contact Community & Economic Development Dept. at (920) 832-6468. It is helpful, but not required, that you participate with at least one other person from your neighborhood.

TO JOIN: RSVP online at <http://www.appleton.org/residents/neighborhood-program>

DATE: Thursday, May 18, 2017 **TIME:** 6:00-7:30 p.m.

LOCATION: Huntley Elementary School, 2224 N. Ullman Street

