



City of Appleton

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

Meeting Agenda - Final Common Council

Wednesday, October 17, 2018

7:00 PM

Council Chambers

- A. CALL TO ORDER
- B. INVOCATION
- C. PLEDGE OF ALLEGIANCE TO THE FLAG
- D. ROLL CALL OF ALDERPERSONS
- E. ROLL CALL OF OFFICERS AND DEPARTMENT HEADS
- F. PUBLIC PARTICIPATION
- G. APPROVAL OF PREVIOUS COUNCIL MEETING MINUTES
[18-1488](#) Common Council Meeting Minutes of October 3, 2018
Attachments: [CC Minutes 10-3-18.pdf](#)
- H. BUSINESS PRESENTED BY THE MAYOR
[18-1491](#) Appleton Fire Department Citizen Awards
[18-1498](#) Public Arts Committee Appointments
Attachments: [APPTS TO PUBLIC ARTS COMM.pdf](#)
- I. PUBLIC HEARINGS
- J. SPECIAL RESOLUTIONS
- K. ESTABLISH ORDER OF THE DAY
- L. COMMITTEE REPORTS
- 1. MINUTES OF THE MUNICIPAL SERVICES COMMITTEE**

[18-1461](#)

Carpenter Street, from Taft Avenue to Calumet Street, be reconstructed with concrete pavement and curb and gutter to a width of 37' from back of curb to back of curb, which is the same width as the existing street. Proposed curb bump-outs are to be constructed at the intersections with Murray Avenue and Coolidge Avenue to improve pedestrian safety and calm traffic flow. A dedicated left turn lane will also be incorporated on the south side of the intersection at Carpenter Street and Calumet Street.

Carpenter Street, from Calumet Street to Fremont Street, be reconstructed with asphalt pavement and concrete curb & gutter to a width of 33' from back of curb to back of curb, which is the same width as the existing street. This portion of Carpenter Street is proposed to be shifted 1' to the east in an effort to preserve existing terrace trees along the west side of the street. Existing parking provisions within the project limits will remain unchanged. A dedicated left turn lane will also be incorporated on the north side of the intersection at Carpenter Street and Calumet Street.

Legislative History

| | | |
|---------|---------------------------------|--------------------------|
| 10/8/18 | Municipal Services Committee | recommended for approval |
|---------|---------------------------------|--------------------------|

[18-1462](#)

Morrison Street, from Hancock Street to Wisconsin Avenue, be reconstructed with asphalt pavement and concrete curb & gutter. The dimensions of the Morrison Street reconstruction project are as follows:

Hancock St - Summer St: New asphalt pavement to be constructed to a width of 28' from back of curb to back of curb, which is the same width as the existing street within this portion of the project.

Summer St - Wisconsin Ave: New asphalt pavement to be constructed to a width of 37' from back of curb to back of curb, which is the same width as the existing street within this portion of the project.

Existing parking provisions within the project limits will remain unchanged.

Legislative History

| | | |
|---------|---------------------------------|--------------------------|
| 10/8/18 | Municipal Services Committee | recommended for approval |
|---------|---------------------------------|--------------------------|

[18-1463](#)

Opechee Street, from Pacific Street to Leminwah Street, be reconstructed with concrete pavement. The dimensions of the Opechee Street reconstruction project are as follows:

Pacific St - 125' east of Pacific St: New concrete pavement to be constructed to a width of 20', which is the same width as the existing street within this portion of the project.

100' west of Leminwah St - Leminwah St: New concrete pavement to be constructed to match the existing widths and configuration.

Existing trail between the 2 segments of Opechee Street to be reconstructed with asphalt pavement to a width of 8 to 10', based on available space.

Existing parking provisions within the project limits will remain unchanged.

Legislative History

| | | |
|---------|------------------------------|--------------------------|
| 10/8/18 | Municipal Services Committee | recommended for approval |
|---------|------------------------------|--------------------------|

[18-1464](#)

Valley Road, from 250' west of Chain Drive to 165' east of Forestview Court, be reconstructed with concrete pavement and concrete curb & gutter to a width of 48' from back of curb to back of curb., which is 23' wider than the existing street.

Valley Road is proposed to be reconstructed with 1 travel lane in each direction, a two-way left turn lane, bike lanes along both sides of the street, and new 5' sidewalk along both sides of street, within the project limits.

On street parking would be ~~restricted~~ **(prohibited)** along Valley Road.

Legislative History

| | | |
|---------|------------------------------|--------------------------|
| 10/8/18 | Municipal Services Committee | recommended for approval |
|---------|------------------------------|--------------------------|

[18-1465](#)

Approve proposed changes to Municipal Code Section 4-392 related to property owners performing their own electrical work.

Attachments: [Update to Section 4-392 of the Municipal Code.pdf](#)

Legislative History

| | | |
|---------|------------------------------|--------------------------|
| 10/8/18 | Municipal Services Committee | recommended for approval |
|---------|------------------------------|--------------------------|

[18-1466](#)

Approve proposed changes to Municipal Code Sections 4-343 and 4-346 related to enforcement and notification of this Chapter.

Attachments: [Update to Sections 4-343 and 4-346 of the Municipal Code.pdf](#)

Legislative History

3. MINUTES OF THE CITY PLAN COMMISSION

[18-1431](#) Request to approve the Apple Ridge Final Plat as shown on the attached maps and subject to the attached conditions

Attachments: [StaffReport_FinalPlat_AppleRidge_10-9-18.pdf](#)

Legislative History

10/9/18 City Plan Commission recommended for approval

4. MINUTES OF THE PARKS AND RECREATION COMMITTEE

5. MINUTES OF THE FINANCE COMMITTEE

[18-1403](#) Request to approve \$193,000 for Phase V, Part II payment of outstanding legal fees related to the financing of the Fox Cities Exhibition Center and deny Phase V Out of Scope payment in amount of \$129,143

Attachments: [vonBriesen Final Bills.pdf](#)
[vonBriesen Bills.pdf](#)

Legislative History

9/24/18 Finance Committee recommended for approval
The item was amended (as reflected in the heading) to approve only the payment of \$193,000 for Phase V, Part II.

10/3/18 Common Council referred to the Finance Committee

10/8/18 Finance Committee recommended for approval
Amend to separate items: Recommend to approve payment of \$193,000; motion by Siebers second Lobner approved 4-0

Refer out of scope billings to Attorney's office for further review and investigation; to come back to Committee at next meeting; motion by Baranowski, second by Croatt, approved 4-0

[18-1440](#) Award the Fire Station #5 2018 Remodeling project contract to Miron Construction Co. Inc in the amount of \$40,669 with a contingency of 7% for a project total not to exceed \$43,516

Attachments: [2018 Fire Station #5 Remodeling.pdf](#)

Legislative History

10/8/18 Finance Committee recommended for approval

[18-1453](#) Request to approve the following 2018 Budget adjustment:

TIF 11 Capital Projects Fund

| | |
|------------------|--------------|
| Capital Outlay | +\$2,354,153 |
| Proceeds of Debt | +\$2,354,153 |

to establish a 2018 budget for the construction of a public parking ramp at the U.S. Venture site

Attachments: [Finance Committee - USV Ramp 2018 Budget Request.pdf](#)

Legislative History

| | | |
|---------|-------------------|--------------------------|
| 10/8/18 | Finance Committee | recommended for approval |
|---------|-------------------|--------------------------|

6. MINUTES OF THE COMMUNITY AND ECONOMIC DEVELOPMENT COMMITTEE

7. MINUTES OF THE UTILITIES COMMITTEE

[18-1458](#) Approval of a 1% Rate Increase for Receiving Station Waste Haulers effective January 1, 2019.

Attachments: [Receiving Station Rate Changes 10-04-18.pdf](#)

Legislative History

| | | |
|---------|---------------------|--------------------------|
| 10/9/18 | Utilities Committee | recommended for approval |
|---------|---------------------|--------------------------|

8. MINUTES OF THE HUMAN RESOURCES & INFORMATION TECHNOLOGY COMMITTEE

9. MINUTES OF THE FOX CITIES TRANSIT COMMISSION

10. MINUTES OF THE BOARD OF HEALTH

M. CONSOLIDATED ACTION ITEMS

[18-1492](#) Consolidated Action Items:
 [18-1469](#) Community & Economic Development Committee
 [18-1455](#) Finance Committee

[18-1469](#) Request to approve Apple Ridge Development Agreement

Attachments: [Apple Ridge Development Agreement - Clean - 09-28-2018.pdf](#)

Legislative History

| | | |
|----------|---|--------------------------|
| 10/10/18 | Community & Economic Development Committee | recommended for approval |
|----------|---|--------------------------|

[18-1455](#) Request to approve Apple Ridge Development Agreement

Attachments: [Apple Ridge Development Agreement - Clean - 09-28-2018.pdf](#)

Legislative History

10/8/18 Finance Committee recommended for approval

N. ITEMS HELD

O. ORDINANCES

[18-1470](#) Ordinances 94-18 to 96-18

Attachments: [Ordinances going to Council 10-17-18.pdf](#)

P. LICENSE APPLICATIONS AND COMMUNICATIONS REFERRED TO COMMITTEES OF JURISDICTION

Q. RESOLUTIONS SUBMITTED BY ALDERPERSONS REFERRED TO COMMITTEES OF JURISDICTION

R. OTHER COUNCIL BUSINESS

[18-1490](#) Suspension of the Council Rules to cancel the November 21, 2018 Common Council meeting due to the Thanksgiving holiday.

S. ADJOURN

Kami Lynch, City Clerk

Reasonable accommodations for persons with disabilities will be made upon request and if feasible.



City of Appleton

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

Meeting Minutes - Final Common Council

Wednesday, October 3, 2018

7:00 PM

Council Chambers

A. CALL TO ORDER

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

B. INVOCATION

The Invocation was offered by Alderperson Meltzer

C. PLEDGE OF ALLEGIANCE TO THE FLAG

D. ROLL CALL OF ALDERPERSONS

Present: 12 - Alderperson William Siebers, Alderperson Vered Meltzer, Alderperson Curt Konetzke, Alderperson Ed Baranowski, Alderperson Rachel Raasch, Alderperson Matt Reed, Alderperson Bob Baker, Alderperson Christine Williams, Alderperson Patti Coenen, Alderperson Cathy Spears, Alderperson Chris Croatt and Mayor Timothy Hanna

Excused: 4 - Alderperson Joe Martin, Alderperson Kathleen Plank, Alderperson Kyle Lobner and Alderperson Keir Dvorachek

E. ROLL CALL OF OFFICERS AND DEPARTMENT HEADS

City Attorney Walsh, Deputy City Attorney Behrens, City Clerk Lynch, Director of Community & Economic Development Harkness, Director of Finance Saucerman, Fire Chief Hansen, Director of Parks, Recreation & Facilities Gazza, Police Chief Thomas, Director of Public Works Vandehey

The following were excused:

Health

Human Resources

Information Technology

Library

Utilities

Valley Transit

F. PUBLIC PARTICIPATION

Sean Kuether, 222 S Walnut St. spoke regarding Item 18-1369 Funding & Proposals for 2019 CDBG Funding

G. APPROVAL OF PREVIOUS COUNCIL MEETING MINUTES

[18-1413](#)

Common Council Meeting Minutes of September 19, 2018

Attachments: [CC Minutes 9-19-18.pdf](#)

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

Aye: 11 - Alderson William Siebers, Alderson Vered Meltzer, Alderson Curt Konezke, Alderson Ed Baranowski, Alderson Rachel Raasch, Alderson Matt Reed, Alderson Bob Baker, Alderson Christine Williams, Alderson Patti Coenen, Alderson Cathy Spears and Alderson Chris Croatt

Excused: 4 - Alderson Joe Martin, Alderson Kathleen Plank, Alderson Kyle Lobner and Alderson Keir Dvorachek

Abstained: 1 - Mayor Timothy Hanna

H. BUSINESS PRESENTED BY THE MAYOR

[18-1424](#)

Breast Cancer Awareness Month Proclamation

This Proclamation was presented

[18-1426](#)

Dysautonomia Awareness Month Proclamation

This Proclamation was presented

[18-1427](#)

Mental Illness Awareness Week Proclamation

This Proclamation was presented

I. PUBLIC HEARINGS

[18-1280](#)

Public Hearing on Special Resolution 4-P-18; Sidewalk Construction
Douglas Street - Pine Street to Rogers Avenue
Herbert Street - Pine Street to Rogers Avenue
Kamps Avenue - Approximately 153.5' West of Douglas Street to Douglas Street
Lynndale Drive - Leonard Street to Everett Street

Attachments: [4-P-18 Public Hearing Notice.pdf](#)

The public hearing was held. No individuals spoke during the public hearing.

J. SPECIAL RESOLUTIONS

[18-1425](#)

Final Resolution 4-P-18 for Sidewalk Construction

Attachments: [4-P-18 Final Resolution.pdf](#)

Alderson Baranowski moved, seconded by Alderson Croatt, that the Resolution be approved. Roll Call. Motion carried by the following vote:

Aye: 11 - Alderson William Siebers, Alderson Vered Meltzer, Alderson Curt Konezke, Alderson Ed Baranowski, Alderson Rachel Raasch, Alderson Matt Reed, Alderson Bob Baker, Alderson Christine Williams, Alderson Patti Coenen, Alderson Cathy Spears and Alderson Chris Croatt

Absent: 5 - Alderson Joe Martin, Alderson Kathleen Plank, Alderson Kyle Lobner, Alderson Keir Dvorachek and Mayor Timothy Hanna

K. ESTABLISH ORDER OF THE DAY

[18-1403](#)

Request to approve \$193,000 for Phase V, Part II payment of outstanding legal fees related to the financing of the Fox Cities Exhibition Center and deny Phase V Out of Scope payment in amount of \$129,143

Attachments: [vonBriesen Final Bills.pdf](#)

This Report Action Item was referred to the Finance Committee due back on 10/8/2018.

[18-1369](#)

City Program Funding Approval and City Proposals for 2019 CDBG Funding

Attachments: [City proposals memo to CEDC 09-26-18.pdf](#)

[CDBG Policy Adopted July 2015.pdf](#)

[APD CDBG 2019 Application.pdf](#)

Alderson Baranowski moved, seconded by Alderson Croatt, that the Proposals/Funding be approved. Roll Call. Motion carried by the following vote:

Aye: 11 - Alderson William Siebers, Alderson Vered Meltzer, Alderson Curt Konezke, Alderson Ed Baranowski, Alderson Rachel Raasch, Alderson Matt Reed, Alderson Bob Baker, Alderson Christine Williams, Alderson Patti Coenen, Alderson Cathy Spears and Alderson Chris Croatt

Excused: 4 - Alderson Joe Martin, Alderson Kathleen Plank, Alderson Kyle Lobner and Alderson Keir Dvorachek

Abstained: 1 - Mayor Timothy Hanna

[18-1233](#)

Request from Ms. Rebecca Kent to have stormwater reimbursement for 303 S. Victoria Street back to January 2004 instead of 6-year timeframe that Utilities Committee and Council have previously authorized.

Attachments: [R Kent Victoria Street Stormwater Reimbursement.pdf](#)

Aldersperson Baranowski moved, seconded by Aldersperson Croatt, that the recommendation to deny the request be approved. Roll Call. Motion carried by the following vote:

Aye: 11 - Aldersperson William Siebers, Aldersperson Vered Meltzer, Aldersperson Curt Konetzke, Aldersperson Ed Baranowski, Aldersperson Rachel Raasch, Aldersperson Matt Reed, Aldersperson Bob Baker, Aldersperson Christine Williams, Aldersperson Patti Coenen, Aldersperson Cathy Spears and Aldersperson Chris Croatt

Excused: 4 - Aldersperson Joe Martin, Aldersperson Kathleen Plank, Aldersperson Kyle Lobner and Aldersperson Keir Dvorachek

Abstained: 1 - Mayor Timothy Hanna

[18-1377](#)

Action: Request Approval to Accept the Donation of \$100,000 from Principal for Jones Park Playground Equipment

Attachments: [Jones Park playground Document.pdf](#)

Aldersperson Croatt moved, seconded by Aldersperson Baranowski, that the Acceptance of the Donation be approved. Roll Call. Motion carried by the following vote:

Aye: 11 - Aldersperson William Siebers, Aldersperson Vered Meltzer, Aldersperson Curt Konetzke, Aldersperson Ed Baranowski, Aldersperson Rachel Raasch, Aldersperson Matt Reed, Aldersperson Bob Baker, Aldersperson Christine Williams, Aldersperson Patti Coenen, Aldersperson Cathy Spears and Aldersperson Chris Croatt

Excused: 4 - Aldersperson Joe Martin, Aldersperson Kathleen Plank, Aldersperson Kyle Lobner and Aldersperson Keir Dvorachek

Abstained: 1 - Mayor Timothy Hanna

[18-1408](#)

Request to approve termination of contract with von Briesen and the City Attorney's office to assume any further activity regarding the Exhibition Center site.

Aldersperson Croatt moved, seconded by Aldersperson Baranowski, that the Contract Termination be approved. Roll Call. Motion carried by the following vote:

Aye: 11 - Alderperson William Siebers, Alderperson Vered Meltzer, Alderperson Curt Konezke, Alderperson Ed Baranowski, Alderperson Rachel Raasch, Alderperson Matt Reed, Alderperson Bob Baker, Alderperson Christine Williams, Alderperson Patti Coenen, Alderperson Cathy Spears and Alderperson Chris Croatt

Excused: 4 - Alderperson Joe Martin, Alderperson Kathleen Plank, Alderperson Kyle Lobner and Alderperson Keir Dvorachek

Abstained: 1 - Mayor Timothy Hanna

[18-1396](#)

Approve change to pro-rated parking permits to be the full rate prior to the 15th of the month and 0.5 after the 15th of the month.

Attachments: [Change to pro-rated parking permits.pdf](#)

Alderperson Croatt moved, seconded by Alderperson Raasch, that the Parking Permit Proration Change be approved. Roll Call. Motion carried by the following vote:

Aye: 11 - Alderperson William Siebers, Alderperson Vered Meltzer, Alderperson Curt Konezke, Alderperson Ed Baranowski, Alderperson Rachel Raasch, Alderperson Matt Reed, Alderperson Bob Baker, Alderperson Christine Williams, Alderperson Patti Coenen, Alderperson Cathy Spears and Alderperson Chris Croatt

Excused: 4 - Alderperson Joe Martin, Alderperson Kathleen Plank, Alderperson Kyle Lobner and Alderperson Keir Dvorachek

Abstained: 1 - Mayor Timothy Hanna

L. COMMITTEE REPORTS

Balance of the action items on the agenda.

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

Aye: 11 - Alderperson William Siebers, Alderperson Vered Meltzer, Alderperson Curt Konezke, Alderperson Ed Baranowski, Alderperson Rachel Raasch, Alderperson Matt Reed, Alderperson Bob Baker, Alderperson Christine Williams, Alderperson Patti Coenen, Alderperson Cathy Spears and Alderperson Chris Croatt

Excused: 4 - Alderperson Joe Martin, Alderperson Kathleen Plank, Alderperson Kyle Lobner and Alderperson Keir Dvorachek

Abstained: 1 - Mayor Timothy Hanna

1. MINUTES OF THE MUNICIPAL SERVICES COMMITTEE

[18-1393](#) Approve request from Cafe-Atlas Coffee Mill for a Street Occupancy Permit to install a Little Free Library and bench near Jackman Street Parking Lot with the exact locations to be approved by the Department of Public Works.

Attachments: [Cafe-Atlas Coffee Mill to install a Little Free Library and bench.pdf](#)

This Report Action Item was approved.

[18-1395](#) Approve traffic-related ordinance changes for the Conkey Street/Northland Avenue Signalization Project.

Attachments: [Traffic-related changes-Conkey St-Northland Av.pdf](#)

This Report Action Item was approved.

2. MINUTES OF THE SAFETY AND LICENSING COMMITTEE

[18-1370](#) Operator's Licenses

This Report Action Item was approved.

3. MINUTES OF THE CITY PLAN COMMISSION

4. MINUTES OF THE PARKS AND RECREATION COMMITTEE

5. MINUTES OF THE FINANCE COMMITTEE

[18-1401](#) Request to write off \$22,691.53 of accounts receivable invoices and \$18,098.94 of personal property taxes (outstanding over one year)

Attachments: [Write-off List 2018 for Committee.pdf](#)

This Report Action Item was approved.

[18-1409](#) Request to approve City quit claiming property to Atlas Mill, LLC

Attachments: [Quit Claim Deed.pdf](#)

This Report Action Item was approved.

6. MINUTES OF THE COMMUNITY AND ECONOMIC DEVELOPMENT COMMITTEE

[18-1405](#)

Request approval of engineering services for the unplatted lands in Southpoint Commerce Park east of Eisenhower Drive and west of Coop Road by R.A. Smith for \$43,000.00

Attachments: [Memo on Southpoint Commerce Park Engineering East of Eisenhower 9-2018.pdf](#)
[FINAL raSmith 2018 Southpoint Commerce Park Task Order.pdf](#)
[FINAL 1180364 Southpoint Commerce LOE.pdf](#)
[SouthpointWetlands.pdf](#)

This Report Action Item was approved.

7. MINUTES OF THE UTILITIES COMMITTEE

[18-1376](#)

Submitted by: Edward S Baranowski, District 5

Date: September 5, 2018

Referred to: Utilities Committee

Whereas, the City of Appleton's recently re-evaluated the non-pervious areas for commercial properties and,

Whereas, said re-evaluation has resulted in some adjustments to which commercial properties are being charged for Stormwater and,

Whereas the Utility does not have a policy / code to follow for any adjustments to Stormwater rates, therefore,

Be it resolved, the Utility develop a policy / code for adjustments to bills.

Attachments: [11-R-18 Baranowski.pdf](#)

This Report Action Item was approved.

8. MINUTES OF THE HUMAN RESOURCES & INFORMATION TECHNOLOGY COMMITTEE

9. MINUTES OF THE FOX CITIES TRANSIT COMMISSION

10. MINUTES OF THE BOARD OF HEALTH

M. CONSOLIDATED ACTION ITEMS

N. ITEMS HELD

O. ORDINANCES

[18-1412](#)

Ordinances 92-18 to 93-18

Attachments: [Ordinances going to Council 10-3-18.pdf](#)

This Report Action Item was approved.

- P. LICENSE APPLICATIONS AND COMMUNICATIONS REFERRED TO COMMITTEES OF JURISDICTION
- Q. RESOLUTIONS SUBMITTED BY ALDERPERSONS REFERRED TO COMMITTEES OF JURISDICTION
- R. OTHER COUNCIL BUSINESS
- S. ADJOURN

Alderson Baranowski moved, seconded by Alderson Baker, that the meeting be adjourned at 7:48 p.m. Roll Call. Motion carried by the following vote:

Aye: 12 - Alderson William Siebers, Alderson Vered Meltzer, Alderson Curt Konezke, Alderson Ed Baranowski, Alderson Rachel Raasch, Alderson Matt Reed, Alderson Bob Baker, Alderson Christine Williams, Alderson Patti Coenen, Alderson Cathy Spears, Alderson Chris Croatt and Mayor Timothy Hanna

Excused: 4 - Alderson Joe Martin, Alderson Kathleen Plank, Alderson Kyle Lobner and Alderson Keir Dvorachek

Kami Lynch, City Clerk



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

OFFICE OF THE MAYOR
Timothy M. Hanna
100 North Appleton Street
Appleton, Wisconsin 54911-4799
(920) 832-6400 FAX (920) 832-5962
email: mayor@appleton.org

October 12, 2018

Members of the Common Council:

The following are being presented for your confirmation at the October 17 Council meeting:

PUBLIC ARTS COMMITTEE

Appointment of three (3) members to fill the 3 year terms:

RENEE ULMAN
3-year term to expire 10/2021

A previous Art Teacher at Lawrence University and currently the Arts Administrator for the Appleton Area School District, with a vision that public art can be used as an educational opportunity for everyone.

Renee has a passion for art and would enjoy playing a role in making everyone feel that they are accepted and welcomed through the arts.

ELYSE-KRISTA MISCHE
3-year term to expire 10/2021

A Lawrence University Graduate with a Bachelor's Degree in Studio Art and Art History and currently a self-employed multidisciplinary artist. Previously, Elyse-Krista has managed the Fire Art Studio here in Appleton and has partnered with other local businesses such as, Bluemoon Emporium, Basil Café and Surfin Bird Skate Shop.

Elyse-Krista has lived in Appleton for over 10 years and has been an active member of the art scene since. She is passionate about the arts and would like to see Appleton's artists thrive and flourish.

MARCI HOFFMAN
3-year term to expire 10/2021

Currently the Education Coordinator at The Trout Museum of Art, responsible for museum education related to our community about visual arts. Marci also helps coordinate many art events throughout Appleton including, Appleton farm markets, Art at the Park and Community Art Day.

Marci believes she can bring great value to the committee as an art educator who understands the value of public art and appreciates the policies protecting the art, artists and the arts community.

Appointment of four (4) members to fill the 2 year terms:

ELANOR KINDRED
2-year term to expire 10/2020

An author, Illustrator and photographer that's worked in graphic arts in multiple libraries featuring, artwork by local artists in a variety of media.

Elanor has a passion for art and believes it's an integral part of everyone's lives. She wishes to continue to pursue her goal of making art accessible to the community and fostering environments where artists can thrive.

DANA COYHIS
2-year term to expire 10/2020

Dana has a passion for empowering artists and raising awareness for art in all forms. Her background is in consulting, but is now working full time to help artists become financially independent. She is excited to participate and help Appleton's art community grow.

TODD RICHARDSON
2-year term to expire 10/2020

An art professional with a Bachelors of Fine Arts and a Master of Science in Educational Leadership, currently working as a Secondary Visual Arts Educator for the Howard-Suamico School District. Todd also creates exhibits for the Trout Museum and the Appleton Downtown Art Walk.

Todd believes, as an artist, resident and parent of young children, he would be an asset in continuing the development of public art to help beautify Appleton.

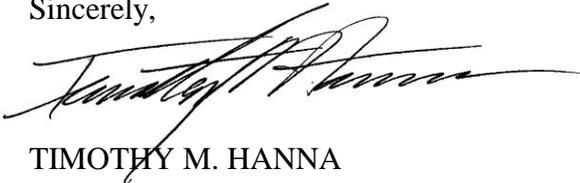
KIM RIESTERER
2-year term to expire 10/2020

An Architect, with a Bachelor's and Master's in Architecture, with an interest in art and intrigued by public art. During her years in college, Kim took a number of different art classes which developed her interest in public art.

Kim believes, with her interest and desire, her backgrounds and talents could help continue to grow public art in Appleton.

It is with pleasure that I make these recommendations.

Sincerely,

A handwritten signature in black ink, appearing to read "Timothy M. Hanna", written in a cursive style.

TIMOTHY M. HANNA
Mayor of Appleton



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

DEPARTMENT OF PUBLIC WORKS

100 North Appleton Street
Appleton, WI 54911
Phone (920) 832-6474
Fax (920) 832-6489

TO: Municipal Services Committee

FROM: Kurt W. Craanen, Inspections Supervisor *KWC*
Paula Vandehey, Director of Public Works

SUBJECT: Update to Section 4-392 of the Municipal Code

DATE: September 28, 2018

Currently, Section 4-392 of the Municipal Code allows owners of homes to obtain a permit to conduct electrical work, as long as they occupy the home. However, past episodes with homeowners attempting to install the service to the home has caused some unsafe situations that have been time consuming to the City's electrical inspectors.

In order to address this issue, staff recommends the follow changes to the Municipal Code:

Sec. 4-392. Exemptions.

As allowed under §101.862(4)(a), a residential property owner may perform electrical work in his own dwelling which he owns and occupies without a license, with the exception of installing or replacing of service equipment, as long as the work is being conducted in a single family dwelling. Electrical work performed on a residential property which is not a single family owner occupied dwelling will need to be performed by a licensed electrical contractor. The owner of the property must procure a permit prior to starting any electrical work.

The Department of Public Works recommends approval of the changes to Section 4-392 of the Municipal Code of the City of Appleton.

cc: Amanda Abshire



DEPARTMENT OF PUBLIC WORKS

100 North Appleton Street
Appleton, WI 54911
Phone (920) 832-6474
Fax (920) 832-6489

TO: Municipal Services Committee

FROM: Kurt W. Craanen, Inspections Supervisor *KWC*
Paula Vandehey, Director of Public Works

SUBJECT: Update to Sections 4-343 and 4-346 of the Municipal Code

DATE: September 28, 2018

The Inspections Division employs two full-time electrical inspectors. It is common for these inspectors to encounter work done by homeowners or contractors that is unsafe. It is vital that the inspectors are able to address unsafe violations and have the ability to issue citations when warranted. The citation process helps ensure installers are adhering to the established safety requirements.

In order to address safety issues, staff recommends the follow changes to the Municipal Code:

Sec. 4-343. Enforcement generally.

The electrical inspector shall enforce all the ordinances or laws relating to electrical installation, including any lawful orders issued by the Department of Safety and Professional Services or any other agency of the State; there is hereby vested in the electrical inspector the necessary power and authority to properly execute such duties. The electrical inspector may issue a citation for any violation of this chapter at any stage of the construction phase.

Sec. 4-346. Notification for inspection; concealment of wiring.

Upon the completion of the wiring of any building or before any wiring is to be hidden from view, or prior to reconnecting of service drop or reattachment of electric meter, the person doing the wiring shall notify the electrical inspector. The electrical inspector shall inspect within two full business days following the day of notification, excluding weekends and holidays. If, upon inspection, it is found that such installation is fully in compliance with this article and does not constitute a hazard to life or property, the electrical inspector shall approve the installation and authorize concealment of such wiring or connection for electrical service. If the installation is not strictly in accordance with this article, he shall ~~issue orders to~~ require the person installing the wiring to remove all hazards and make the necessary changes or additions as soon as practicable ~~within ten (10) days~~. Concealment of electrical work before inspection or failure to comply with the order of the electrical inspector shall constitute a violation of this article. A contractor or his employee, or an owner doing

his own work as permitted by section 4-392(c) shall be present for the final inspection. Nothing under this section shall prevent enforcement of this section under Sections 4-24, 4-343, or any other applicable section.

The Department of Public Works recommends approval of the changes to Sections 4-343 and 4-346 of the Municipal Code of the City of Appleton.

cc: Amanda Abshire

Paula Vandehey

From: Kurt Craanen
Sent: Friday, September 28, 2018 3:13 PM
To: Paula Vandehey
Subject: FW: Frischmann Driveway

Paula:

I spoke to the owner of 5128 Fugi Ct.

I told him that he should ask for a variance to the driveway paving section of the code (19-91).

Below is his request. I hope this is enough to place this item on the Oct 8th Municipal Services agenda. I can provide maps.

Thanks.

Kurt W. Craanen
Inspections Supervisor
City of Appleton
Appleton, WI 54911
(920) 832-6413

-----Original Message-----

From: Travis Frischmann <frischmann@gmail.com>
Sent: Friday, September 28, 2018 1:19 PM
To: Kurt Craanen <Kurt.Craanen@Appleton.org>
Subject: Frischmann Driveway

Good afternoon

I am the owner of 5128 N Fuji Ct Appleton. I am requesting to be allowed to keep the gravel driveway in my back yard off of county JJ.

Thank you
Travis Frischmann

Sent from my iPhone

Google Maps E Edgewood Dr

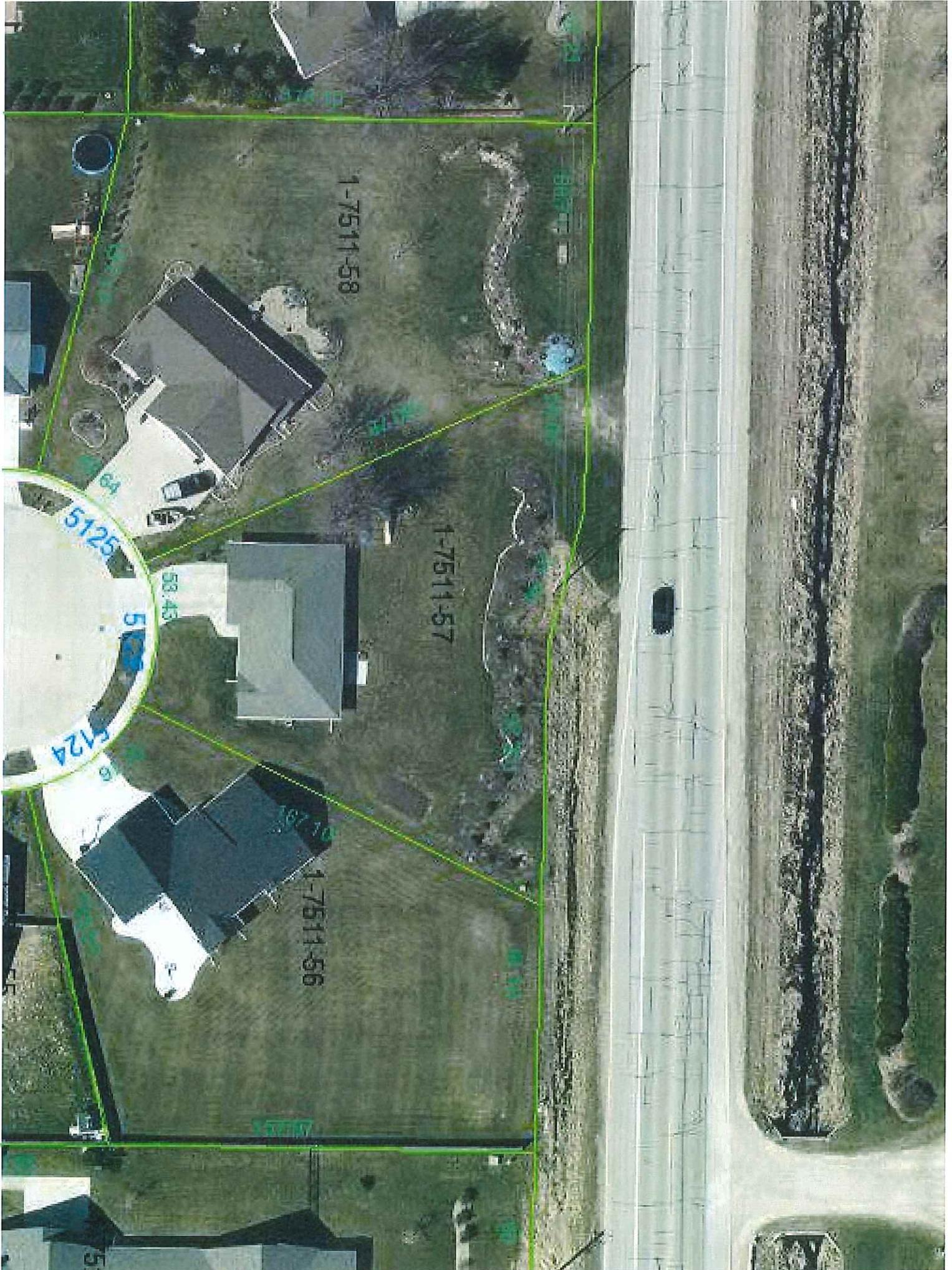


Image capture: Sep 2016 © 2018 Google

Appleton, Wisconsin

Google, Inc.

Street View - Sep 2016



1-7511-58

1-7511-57

1-7511-56

64

58.43

5125

5124

5

6

5

Original Alcohol Beverage Retail License Application

Submit to municipal clerk.

For the license period beginning Oct. 16 20 18 ;
 ending June 30 20 19

TO THE GOVERNING BODY of the: Town of } Appleton
 Village of }
 City of }

County of Outagamie Aldermanic Dist. No. _____ (if required by ordinance)

1. The named Individual Partnership Limited Liability Company
 Corporation / Nonprofit Organization

hereby makes application for the alcohol beverage license(s) checked above.

2. Name (individual/partners give last name, first, middle; corporations/limited liability companies give registered name): Apotheke Wellness, LLC

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

| | Title | Name (Last, First, M.I.) | Home Address | Post Office & Zip Code |
|-----------------------|---------------------|--------------------------|-----------------------------|------------------------|
| President/Member | <u>President</u> | <u>McBride Judi</u> | <u>1108 N Briardiff Dr.</u> | <u>54915</u> |
| Vice President/Member | <u>Vice - Pres.</u> | <u>Fabry, Sarah A</u> | <u>1114 N Briardiff Dr.</u> | <u>54915</u> |
| Secretary/Member | | | | |
| Treasurer/Member | | | | |
| Agent | | <u>Sarah A. Fabry</u> | | |
| Directors/Managers | | | | |

3. Trade Name Apotheke Wellness, LLC Business Phone Number 920-574-2853
 4. Address of Premises 3020 E. College Ave Ste B Post Office & Zip Code Appleton 54915

5. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? Yes No
 6. Is the applicant an employe or agent of, or acting on behalf of anyone except the named applicant? Yes No
 7. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? Yes No
 8. (a) Corporate/limited liability company applicants only: Insert state WI and date 9/1/18 of registration.
 (b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? Yes No
 (c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? Yes No
 (NOTE: All applicants explain fully on reverse side of this form every YES answer in sections 5, 6, 7 and 8 above.)

9. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) 1000 sq. ft retail space, main retail in front, conference Rm + offices/storage in back

10. Legal description (omit if street address is given above):
 11. (a) Was this premises licensed for the sale of liquor or beer during the past license year? Yes No
 (b) If yes, under what name was license issued?
 12. Does the applicant understand they must register as a Retail Beverage Alcohol Dealer with the federal government, Alcohol and Tobacco Tax and Trade Bureau (TTB) by filing (TTB form 5630.5d) before beginning business? [phone 1-877-882-3277]. Yes No
 13. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776]. Yes No
 14. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? Yes No

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

[Signature]
 (Officer of Corporation / Member / Manager of Limited Liability Company / Partner / Individual)

TO BE COMPLETED BY CLERK

| | | | |
|--|----------------------------------|---------------------------------|-----------------------------------|
| Date received and filed with municipal clerk <u>9-24-18</u> | Date reported to council / board | Date provisional license issued | Signature of Clerk / Deputy Clerk |
| Date license granted | Date license issued | License number issued | |

| Applicant's WI Seller's Permit No.: <u>43-1089734204-02</u> FEIN Number: <u>83-1757469</u> | |
|--|---------------|
| LICENSE REQUESTED | |
| TYPE | FEE |
| <input type="checkbox"/> Class A beer | \$ |
| <input type="checkbox"/> Class B beer | \$ |
| <input type="checkbox"/> Class C wine | \$ |
| <input checked="" type="checkbox"/> Class A liquor <u>x 9mtas</u> | \$ <u>225</u> |
| <input type="checkbox"/> Class A liquor (cider only) | \$ N/A |
| <input type="checkbox"/> Class B liquor | \$ |
| <input type="checkbox"/> Reserve Class B liquor | \$ |
| <input type="checkbox"/> Class B (wine only) winery | \$ |
| Publication fee | \$ <u>60</u> |
| TOTAL FEE | \$ |

Operator's Licenses for 10/10/18 S & L

Approved

| | |
|-------------------------|-------------------------------------|
| Chloe K. Allyn | 1727 E. Midway Road, #5 |
| Connie M. Arispe | 1433 Glenview Lane, Little Chute |
| Mason M. Baez | 2 Embrey Court |
| Anthony J. Bardsley | 2032 W. Russet Court, #6 |
| Caryn R. Barthel | 129 W. Fountain Court, Hortonville |
| Becky Hebert | 5494 W. Michaels Drive, #3 |
| Adam E. Bondy | 318 S. Fidelis Street |
| William T. Bronsted | 223 ½ E. College Avenue |
| Benjamin D. Bruso | 1005 S. Kensington Drive |
| Shane R. Butner | 1306 W. Cedar Street |
| Charlette A. Cure | W2988 Creekside Court |
| Jennifer E. Gingras | 939 A. Merritt Avenue, Oshkosh |
| Starr A. Gloudemans | 440 W. Calumet Street, #11 |
| Cameron M. Hadley | 1275 Christopher Drive, #7, Neenah |
| AnnaMarie J. Hatton | 535 Schindler Place, #5, Menasha |
| Rebecca N. Hebert | 820 W. Florida Avenue, Little Chute |
| Mariah K. Hilgart | 1033 Lucerne Drive, #313, Menasha |
| Kallie A. Housum | 107 W. Evergreen Drive |
| Regina R. Hueckman | 2229 W. Pershing Street, #6 |
| Anthony J. Jacobs | 1616 W. Rogers Avenue |
| Charles T. Jochman | 522 N. State Street |
| Joshua D. Johnson | 1741 N. Superior Street |
| Eric Kuechelmeister | 1806 Schaefer Circle |
| Crystal L. Kempainen | 1482 Home Avenue, Menasha |
| Jacob E. King | 1929 N. Clark Street |
| Xue F. Lee | 1023 Alva Street, Menasha |
| Hannah A. Lindgren | 711 E. Boldt Way, SPC 848 |
| Jennifer L. Lundt | 5310 Long Court |
| Madelyne Sosa-Jaramillo | 829 W. Fifth Street |
| Linda S. Manteufel | W4194 Hwy 10, Menasha |
| Nicole M. McNamee | 1390 Whippetree Lane, Neenah |
| Natalie S. Meyer | 2967 W. First Avenue |
| Molly F. Mueller | 929 W. Lawrence Court |
| Devin T. Pawlowski | 309 Grandview Avenue, Menasha |
| Tyler N. Perkovich | 218 Paul Drive, Kimberly |
| James L. Rakun | 4511 Starlight Court |
| Ashley N. Roderick | 707 N. Bay Ridge Road |
| Troy M. Rustad | 826 E. Apple Tree Lane |
| Alexandra P. Safranski | 113 ½ S. Railroad Street, Kimberly |
| Malik Schneidewend | 838 Kay Kourt, Neenah |
| Stephanie S. Schroeder | 215 W. Wilson Avenue |
| Ian H. Scott | 3501 N. Cherryvale Ave, #46 |

Rachel A. Simon
Nicolo Sollena
Angela J. Sonnleitner
Brian W. Stenzel
Michelle L. Tegen
Kayla T. Tessen
Melissa R. Titov
Arielle L. Turriff
Truong Vu
Tiara J. Wendt

3 Butte Des Morts Court
5024 N. Waterford Drive
7618 Haase Road, Larsen
1987 London Road, Green Bay
811 E. Capitol Drive
17 Floral Drive, Kimberly
814 N. Appleton Street
519 E. Lincoln Avenue, Little Chute
2003 N. Alexander Street
W3214 Greiner Road



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

REQUEST for Beer/Liquor License Premise Amendment

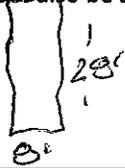
| | |
|--------------------------------|----------------------------|
| FEES ARE NON-REFUNDABLE | Date Recv'd <u>10/4/18</u> |
| License Fee \$ 10.00 | Acct. 11030.4306 |
| Receipt <u>4891818</u> | |

SECTION 1 - LICENSE INFORMATION

| | |
|--|-------------------------------------|
| Name of Establishment <u>ROOKIES SPORTS BAR & GRILL</u> | |
| Address of Establishment <u>325 N. APPLETON ST</u> | |
| Name of Agent <u>STEVE CARROW</u> | Phone Number <u>920-419-6102</u> |

SECTION 2 - PREMISE AMENDMENT

Please describe the change in premises:
A drawing/diagram of the proposed area must also be submitted with this application

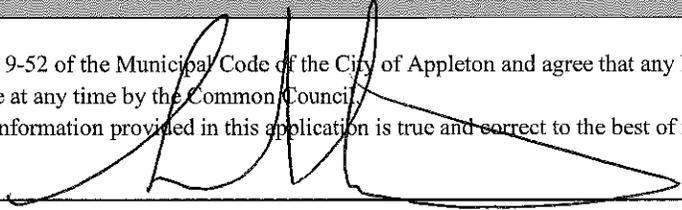
 12' 8' PATIO ADDITION

| | |
|--|---|
| Is this change Permanent? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO | If this is temporary please specify the reason for the amendment: |
|--|---|

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

SECTION 4 - PENALTY NOTICE

I certify that I am familiar with Section 9-52 of the Municipal Code of the City of Appleton and agree that any license granted under this application may be suspended for cause at any time by the Common Council.
Under penalty of law, I swear that the information provided in this application is true and correct to the best of my knowledge and belief.

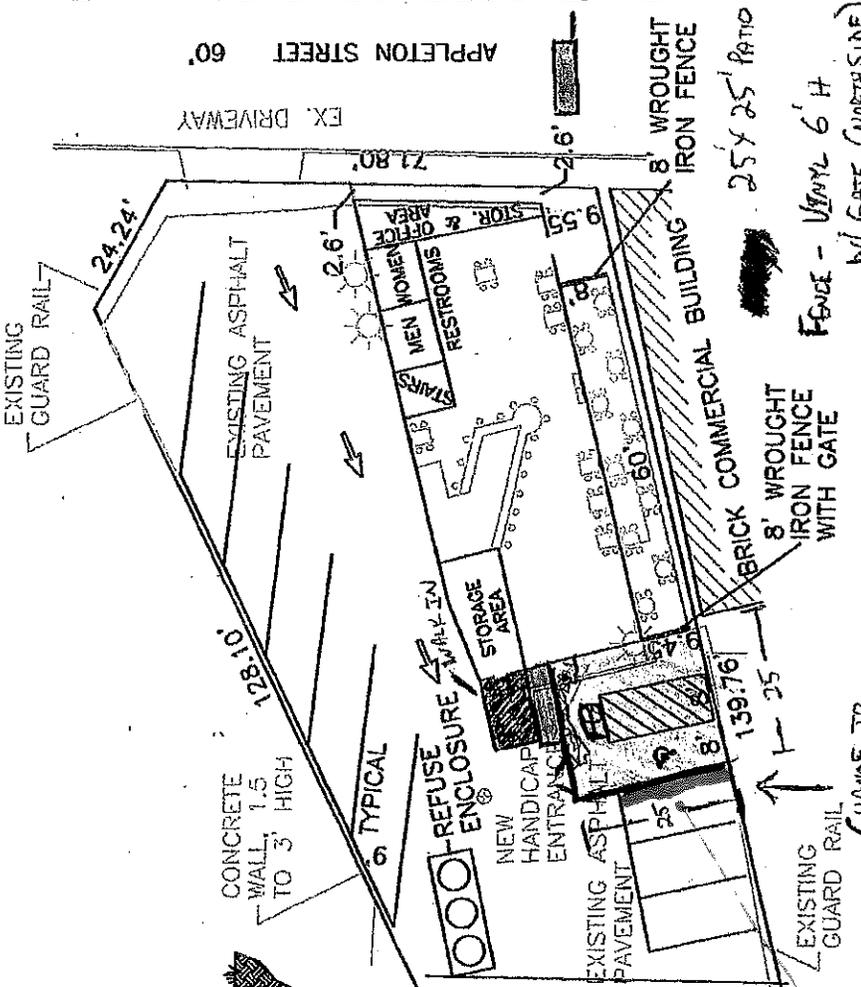
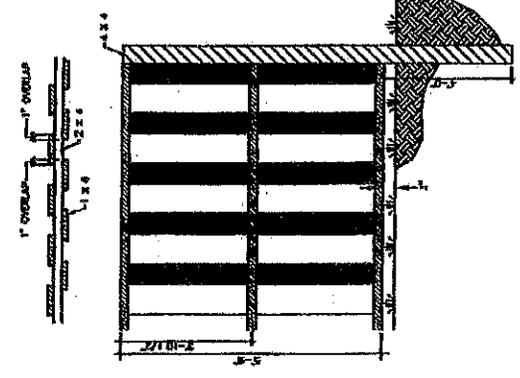
Signature of Applicant: 

FOR OFFICE USE ONLY

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

| | | | | |
|-----|---------|-------------|-----------|----------------|
| S&L | Council | Date Issued | Exp. Date | License Number |
|-----|---------|-------------|-----------|----------------|

ROOKIES SPORTS BAR & GRILL



NOTES:

- GROSS BUILDING AREA - 2296 SQ.FT.
- NET BAR AREA - 1662 SQ.FT.
- BEER GARDEN AREA - 480 SQ.FT.
- INSIDE SEATING -
- OUTSIDE SEATING -

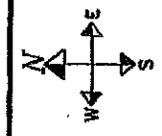
REFUSE ENCLOSURE 20' X 7' WITH 6' HIGH BOARD ON BOARD FENCE. GATE MUST HAVE ABILITY TO BE LATCHED IN OPEN POSITION.

HANDICAP RAMP TO BE INSTALLED TO ADA SPECIFICATIONS. PROPOSED RAMP TO HAVE 0.85 FEET OF RISE IN 17.5 FEET.

CAROW LAND SURVEYING CO. INC.
1837 W. WISCONSIN AVENUE
APPLETON, WISCONSIN 54914
731-4168
AC24.14 cc-jp TFH 4-25-02

SCALE 1" = 30'

* 8x28 Addition to Patio (224sq)



Prepared by: Carow

ROOKIES SPORTS BAR & GRILL
Extension of Special Use Permit
Tavern with Outdoor Seating
Development Plan

City Plan Commission
Appleton, Wisconsin
04-21-03



REPORT TO CITY PLAN COMMISSION

Plan Commission Meeting Date: October 9, 2018

Common Council Meeting Date: October 17, 2018

Item: Final Plat – Apple Ridge

Prepared By: Don Harp

GENERAL INFORMATION

Owners: Goodness Grace, LLC c/o Jerome R. Koleske, Manager; Otto and Mary Ann Reetz; and M & J Weyenberg Properties, LLC c/o Gerald and Mary Ann Weyenberg, Members

Applicant: Apple Tree - Appleton Four, LLC c/o Jason Mroz

Consulting Civil Engineer: Davel Engineering & Environmental, Inc.

Plat Revision Date/Drafted By: 9-25-18/drafted by James R. Sehloff, P.L.S. No. S-2692

Location: Southeast corner of North Ballard Road and East Apple Creek Road

Tax Id Numbers: 31-1-8307-00, 31-1-8307-01, 31-1-8307-02, 31-1-8307-03, 31-1-8307-04, and 31-1-8307-05

Petitioner's Request: The applicant is proposing to subdivide the property in a multiphased single-family residential development. This request is for Phase 1 approval.

BACKGROUND

The subject property was included in the Apple Ridge Annexation that was approved by the Plan Commission on August 7, 2018 and by the Common Council on August 15, 2018. The subject property was officially annexed to the City on August 22, 2018 at 12:01 a.m.

Rezoning #9-18 for the subject site (temporary AG Agricultural District to R-1B Single-Family District) was approved by the Plan Commission on August 21, 2018 and by the Common Council on September 19, 2018.

The Preliminary Plat for Apple Ridge consisting of 79 lots and 6 outlots was approved with conditions by the Plan Commission on August 21, 2018 and by the Common Council on September 19, 2018.

STAFF ANALYSIS

Existing Conditions: The subject lot to be subdivided is currently undeveloped. The area to be platted for single-family residential development totals 63.3706 acres, which will be divided into 78 lots and 6 outlots.

Comparison between Final Plat and Preliminary Plat: The Final Plat is consistent with the Preliminary Plat except for the following: 1. The Preliminary Plat showed 59.8577 total acres of platted land compared to 63.3706 total acres of platted land per Final Plat. 2. The Preliminary Plat showed 79 lots compared to 78 lots per Final Plat. 3. Outlot 1 shown on the Preliminary Plat was merged into Lot 1 per Final Plat. 4. Additional land is being platted for Outlot 3 per Final Plat. 5. Harrier Lane was extended to east by approximately 238 feet per Final Plat.

Zoning Ordinance Review Criteria: Lot development standards (Section 23-93 R-1B Single-family district of the Municipal Code) are as follows:

- Minimum lot area: Six thousand (6,000) square feet.
 - *The proposed lots range in size from 7,832 square feet to 268,332 square feet. Outlot 2 (921 square feet) does not meet the lot area requirement. All other lots satisfy this requirement.*
- Minimum lot width: Fifty (50) feet.
 - *The typical lot dimensions for the proposed lots are 58 feet X 200 feet. Lot 8 (25 feet) and Outlot 5 (30 feet) do not meet the lot width requirement. All other lots satisfy this requirement.*
- Minimum front, side, and rear yard setbacks: Twenty (20) foot front yard [twenty-five (25) foot minimum on arterial street], Six (6) foot side yard, and Twenty-five (25) foot rear yard. There is a 55 foot Highway setback illustrated on the plat.
 - *Required setbacks for buildings and structures will be reviewed through the building permit review process.*
- Maximum building height: Thirty-five (35) feet.
 - *This will be reviewed through the building permit review process.*
- Maximum lot coverage: Fifty percent (50%).
 - *This will be reviewed through the building permit review process.*

Compliance with the Appleton Subdivision Regulations: This subdivision complies with the Appleton Subdivision Regulations, except for the following:

- Proposed lot area for Outlot 2 is 921 square feet; 6,000 square feet is required per Section 17-3(c)(6) and Section 23-93(g)(1) of the Municipal Code. The modification allows for a reduction of lot area from 6,000 square feet to 921 square feet. *Note: Per Final Plat Note #2, this outlot will be owned by the Home Owners Association and used for landscaping. The reference to Outlot 3 in this note does not match the Outlot numbering on the plat.*
- Proposed lot width for Outlot 5 is 30 feet, 50 feet is required per Section 17-3(c)(6) and Section 23-93(g)(3) of the Municipal Code. The modification allows for a reduction of lot width from 50 square feet to 30 square feet. *Note: Per Final Plat Note #3, this outlot will be used for storm water management.*
- Proposed lot width for Lot 8 is 25 feet; 50 feet is required per Section 17-3(c)(6) and Section 23-93(g)(3) of the Municipal Code. The modification allows for a reduction of lot width from 50 square feet to 25 square feet on a temporary basis. *Note: When Phase 2 or 3 is platted, this lot will satisfy the minimum lot width requirement.*

In recognition of the environmental features (floodplain, wetlands, navigable stream, and topography) located on this site and its location with respect to the existing roads and adjacent parcel configurations results in a layout with curvilinear street patterns, stream crossings, narrower lot widths and stormwater management areas. Therefore, per Section 17-3(f) of the Municipal Code, when the Common Council finds that extraordinary hardship or injustice will result from strict compliance with this ordinance, it may vary the terms thereof to the extent deemed necessary and proper to grant relief to the above-referenced items, provided that the modification meets the following three standards:

- (1) The modification is due to physical features of the site or its location. *Yes, staff concludes the existing environmental features located on this site (topography, floodplain, wetlands, navigable stream) and its location with respect to the existing roads connections and parcel lines influence the location and layout of proposed lots, roads, stream crossings and stormwater ponds within the development. These features contribute to challenges of designing Outlots 2 and 5 and Lot 8 in accordance with the applicable requirements of the Zoning and Subdivision Ordinance.*
- (2) The modification is the least deviation from this ordinance which will mitigate the hardship. *Yes, staff concludes the modifications are minimal deviations and necessary to achieve the residential density shown on the final plat.*
- (3) The modification is not detrimental to the public interest and is in keeping with the general spirit and intent of this ordinance. *Yes, staff concludes public safety should not be adversely affected by granting the above-referenced modifications for Outlots 2 and 5 and Lot 8.*

- Floodlands. Subdivided lots shall have at least fifty (50) percent of the minimum required lot area (3,000 square feet), based upon the respective zoning district, at least two (2) feet above the elevation of the one hundred (100) year reoccurrence interval flood per Section 17-26(i)(1) of the Subdivision Ordinance. *Note: It appears Lots 8, 11, 12, 23-28, 57-59, 74-78, Outlots 4 and 6 are located in floodfringe areas and will be removed from floodplain by filling per Final Plat notes. This requirement and placement of fill will be reviewed and verified through the building permit review process for new home construction on the applicable lots. See condition of approval #11.*
- Any lot containing slopes of 20% or greater will require compliance with Section(s) 17-26(i)(2) and 17-26(i)(2) a. of the Subdivision Ordinance prior to the issuance of a building permit. The intent of this section is to have slopes of 20% or greater shown on the plat. *Compliance with Section(s) 17-26(i)(2) and 17-26(i)(2) a. will be verified through the building permit review process for new home construction on the applicable lots.*
- Conditions 1. (o.) and 4 of the preliminary plat approval were not completely addressed by the consulting civil engineer pursuant to the Final Plat submittal materials. Condition number 1 (o.) read: “Add a separate category identifying slopes of 20% and greater to the final plat and add affected lot numbers to Note #5.” Condition number 4. read: “The calculation of land area for each lot (pre-filled condition) that is at least two (2) feet above the one hundred (100) year reoccurrence interval flood elevation shall be submitted with the Final Plat materials.” As a result, Conditions #3 and #11 are added under the recommendation section of the staff report.
- *Per Chapter 23, Zoning of the Municipal Code, Lot width* means the maximum horizontal distance between the side lot lines of a lot measured along the front lot line. On a cul-de-sac, or curved street, the front setback line shall be used to determine minimum lot width. Based upon the information submitted, Staff is unable to determine if the 50 foot minimum lot width requirement is met for Lots 14, 46, 47 and 48. As a result, Condition #5 is added under the recommendation section of the staff report.

Access and Traffic:

- Vehicular access to the subject lots is provided by existing Apple Creek Road (C.T.H. E) and Ridge Haven Lane, which connects to proposed Peregrine Boulevard and Osprey Drive.
- Outagamie County approval is required for the access connection from proposed Peregrine Boulevard to East Apple Creek Road (C.T.H. E)

Surrounding Zoning Classification and Current Land Uses:

North: City Zoning: R-1B Single-Family District
Current Land Use – Single-family residential
Town of Grand Chute Zoning: AGD General Agricultural District
Current Land Uses – Residential and Agricultural

South: Town of Grand Chute Zoning: AGD General Agricultural District
Current Land Uses – Residential and Agricultural

East: Town of Grand Chute Zoning: AGD General Agricultural District
Current Land Use – Agricultural

West: City Zoning: R-1B Single-Family District
Current Land Use – Single-family residential

Town of Grand Chute Zoning: AGD General Agricultural District
Current Land Uses – Residential and Agricultural

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

Goal 1 – Community Growth

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

Goal 3 – Housing Quality, Variety, and Affordability

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

OBJECTIVE 5.3 Housing and Neighborhoods:

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

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

OBJECTIVE 10.1 Land Use:

Provide an adequate supply of suitable land meeting the demand for development of various land uses.

OBJECTIVE 10.4 Land Use:

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

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

Technical Review Group Report (TRG): This item was discussed at the September 18, 2018 Technical Review Group Report meeting.

- Per Engineering Division, all engineering comments must be addressed prior to the City affixing signatures on the Final Plat.

RECOMMENDATION

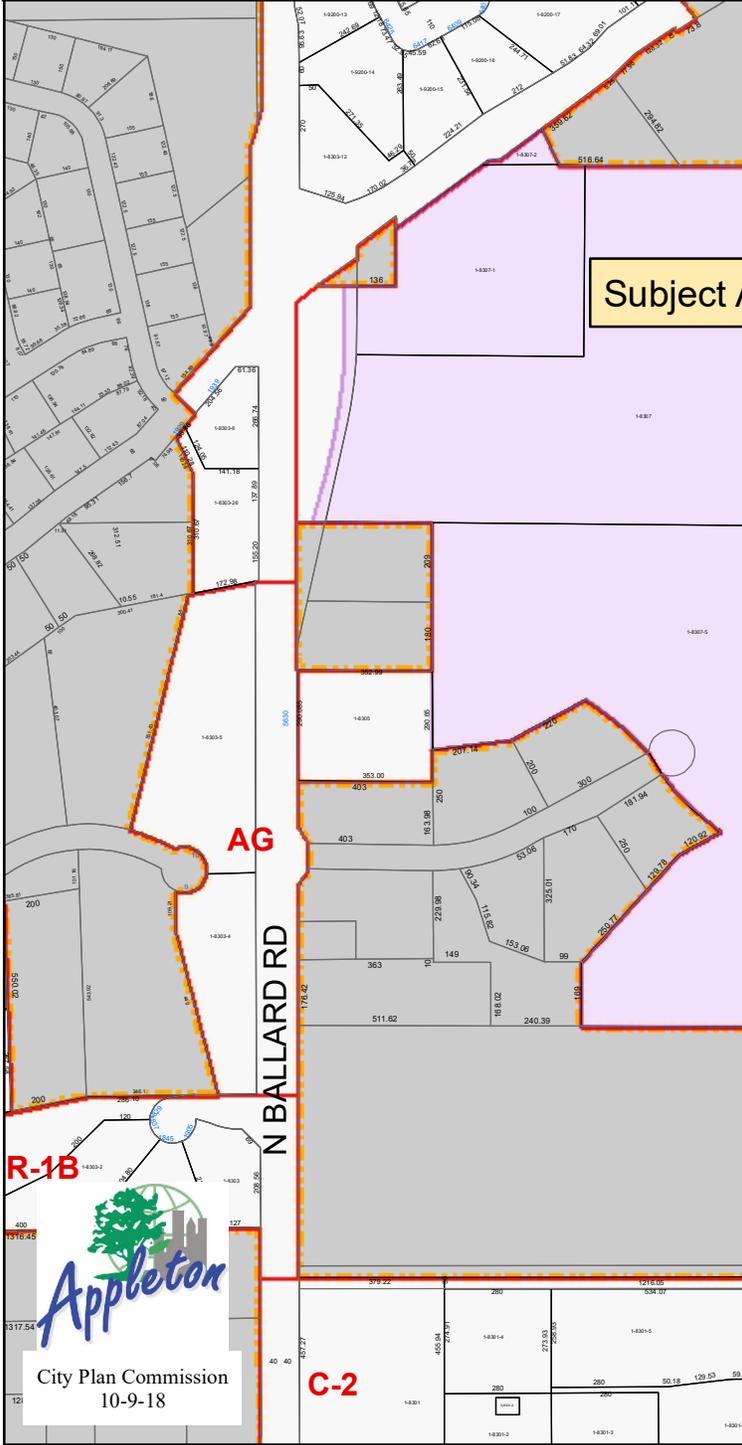
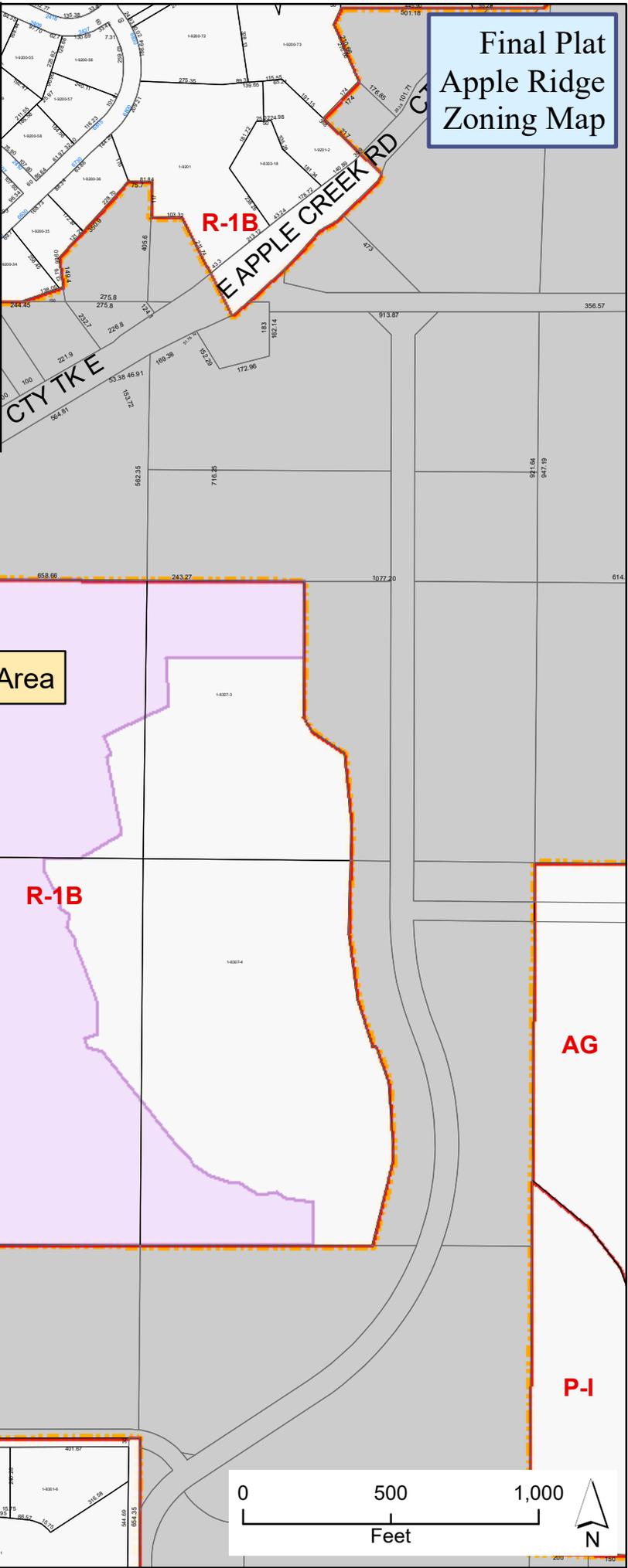
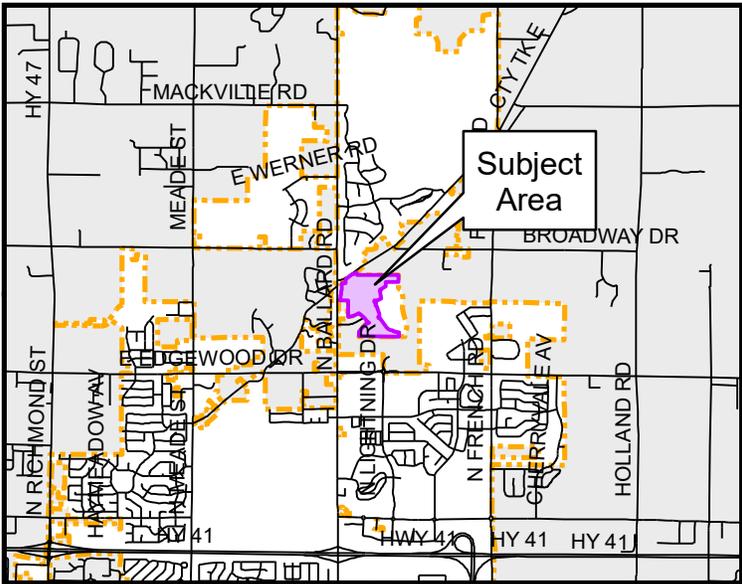
The Apple Ridge Final Plat dated September 25, 2018, as shown on the attached maps, **BE APPROVED** subject to the following conditions:

1. This approval is conditioned upon satisfactory resolution of all stormwater management comments as outlined in the October 4, 2018 review letter issued by RA Smith. If significant modifications to the Final Plat are needed in order to address the stormwater comments, the City may require a second submittal of a modified Final Plat for review and approval by the City Plan Commission and Common Council.
2. This approval is conditioned upon satisfying all requirements of the Outagamie County Highway Department for the proposed new roadway connection to Apple Creek Road and the existing connection to Ballard Road through Ridgehaven Lane. If significant modifications to the Final Plat are needed in order to address the County access requirements, the City may require a second submittal of a modified Final Plat for review and approval by the City Plan Commission and Common Council.
3. Grant all modification listed in the staff report for Outlots 2 and 5 and Lot 8. If significant modifications to the Final Plat are needed in order to address the stormwater comments management comments as outlined in the October 4, 2018 review letter issued by RA Smith and additional waivers to the Subdivision Ordinance are required, the City Plan Commission and Common Council must review and approve all additional modification and/or waivers not stated in the staff report.

4. Prior to City Signatures being affixed to the Final Plat, the Appleton Municipal Code does not define term “severe slopes”. Therefore, remove the words “severe slopes” in Note #6 on the Final Plat. Amend Note #6 on Sheet 4 as follows in *(Italic)*: “*Lots (identify all affected lot numbers here) contain slopes of twenty percent (20%) and greater. Lands having a slope of twenty percent (20%) and greater shall be maintained in permanent open space use, unless the following items are submitted to the City of Appleton Public Works Department for review and approval prior to the issuance of a building permit: The application for a building permit shall be accompanied by a Drainage and Grading Plan, an Erosion Control Plan, a Plot Plan and a Building Foundation Design Plan prepared by a licensed professional civil engineer or structural engineer registered in the State of Wisconsin, trained and experienced in the practice of geotechnical engineering. The engineer shall provide the design and supervision such that, in the engineer’s opinion, the development does not and will not compromise in any way the stability of the soil on site or soil on lands which are adjacent and will not cause or contribute to such soils becoming susceptible to land slip, land slide, rock fall, mud flow, debris flow, erosion, slumping, settling or other such occurrence.*”
5. Prior to City Signatures being affixed to the Final Plat, on Sheet 2 extend the line work for the rear lot line on Lot 47 to the 1” inch iron pipe found. The paper copy of the Final Plat shows a gap in the rear lot line.
6. Prior to City Signatures being affixed to the Final Plat, on Sheet 1 and 2 identify the width dimension at the 20-foot building setback line between the side lot lines for Lots 14, 46, 47 and 48. If the width dimension does not equal 50 feet, then move the building setback line further away from the front line to establish a new building setback line dimension at a point where the horizontal distance between the side lot lines measures at least 50 feet wide.
7. Prior to City Signatures being affixed to the Final Plat, on Sheet 2 identify the Betty M. Plach property west of Lot 40 as being located within the City of Appleton corporate limits.
8. Prior to City Signatures being affixed to the Final Plat, on Sheet 4 in the notes section revise all applicable Outlot and Lot numbers to correspond with the lot numbering pattern on the Final Plat.
9. Prior to City Signatures being affixed to the Final Plat, on Sheet 1 and 2 show the wetland setback line work.
10. Prior to City signatures being affixed to the Final Plat, the applicant shall pay park fees of \$300 per lot to the City of Appleton Finance Department.
11. All requirements from the City of Appleton Department of Public Works, Engineering Division shall be met to the satisfaction of the City Engineer prior to the City affixing signatures on the Final Plat.

12. All lots shall have at least fifty (50) percent of the minimum required lot area based upon its zoning classification at least two (2) feet above the elevation of the one hundred (100) year reoccurrence interval flood per Section 17-26(i)(1) of the Subdivision Ordinance. The applicant applying for a building permit shall submit sufficient information to the Appleton Inspections Division for review and approval that the requirements of Section 17-26(i)(1) of the Subdivision Ordinance are satisfied prior to the issuance of building permit.
13. All approvals and permits for this development must be obtained from all appropriate regulatory agencies and be submitted to the City Engineer for review prior to the issuance of any City permit to commence construction of any public improvement for this development.
14. Proposed landscaping berm construction within the plat boundaries shall be subject to the provisions of Section 23-601(f)(15) a., b., and c. of the Appleton Municipal Code as well as the approved drainage and grading plan and stormwater management plan for Apple Ridge.
15. The following streets within the Final Plat are to be classified as follows:
 - Peregrine Boulevard: Local Street
 - Baldeagle Court: Local Street
 - Baldeagle Drive: Collector Street
 - Osprey Drive: Local Street
 - Harrier Court: Local Street
 - Harrier Lane: Local Street
16. A Development Agreement being made and entered into by and between the City of Appleton and the applicant/owner, and any amendments related thereto, prior to the issuance of any permit to commence construction of any public improvement.
17. The Final Plat shall be recorded within 12 months from the approval date of the last approving authority and within 36 months from the approval date of the first approving authority. Failure to do so requires the subdivider to recommence the entire procedure for Final Plat approval.

Final Plat Apple Ridge Zoning Map



Subject Area

R-1B

R-1B

AG

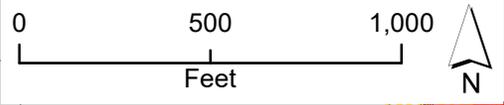
AG

P-I

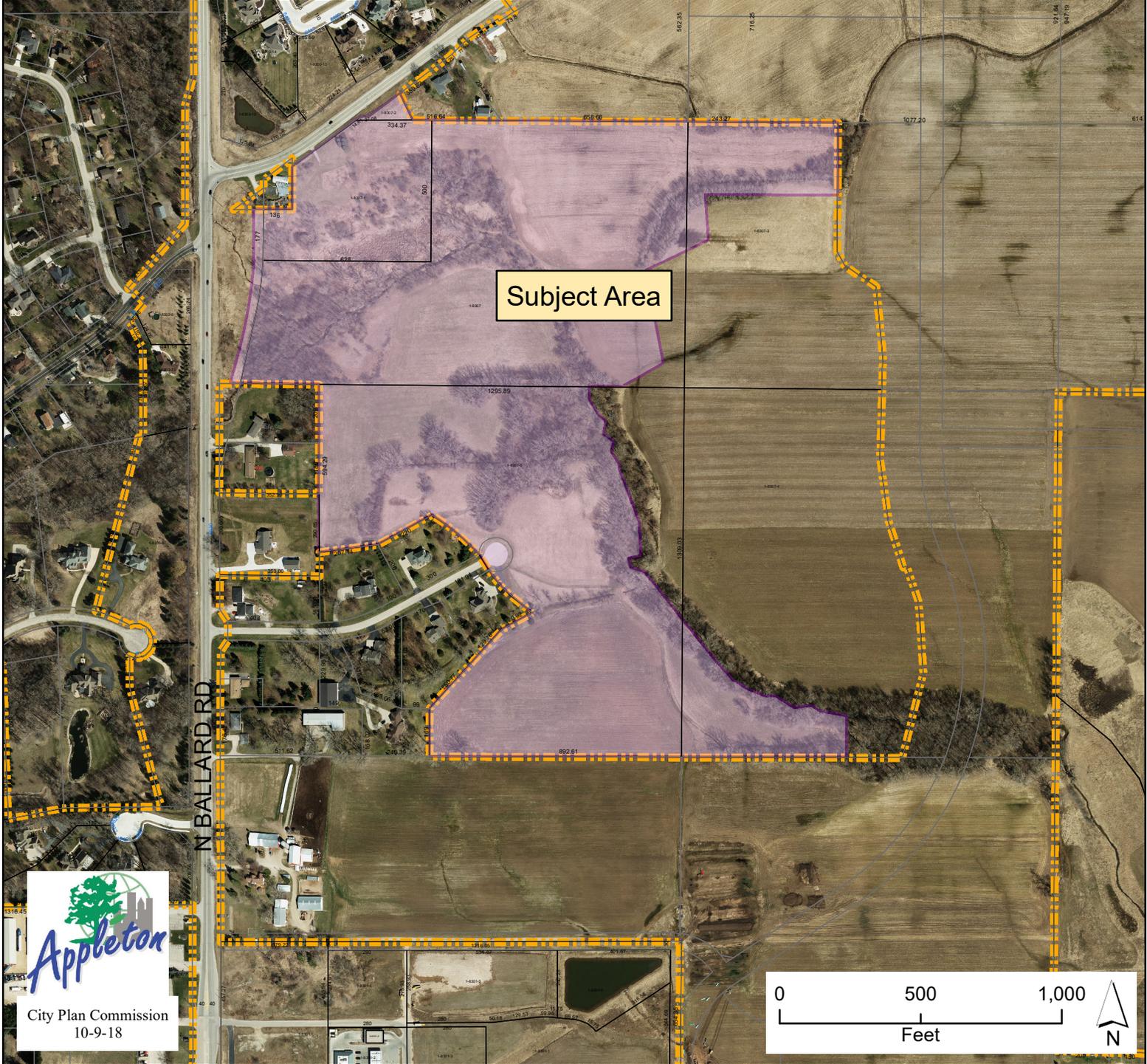
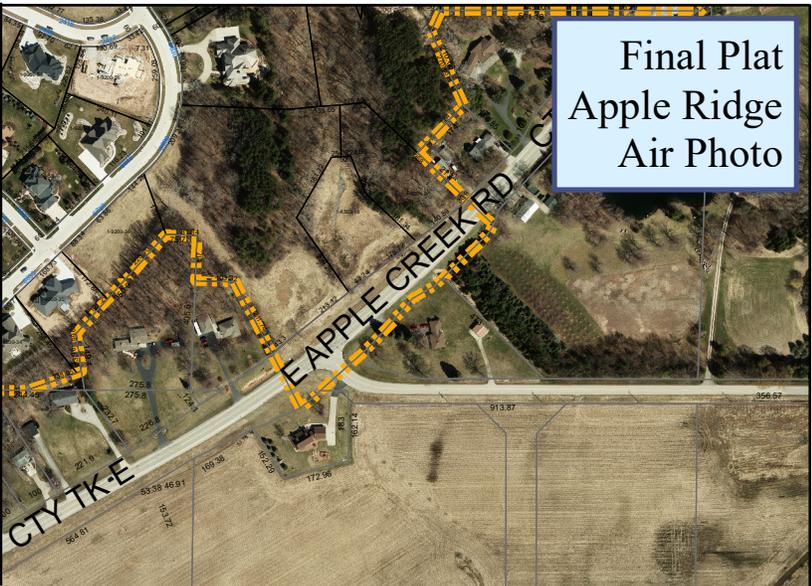
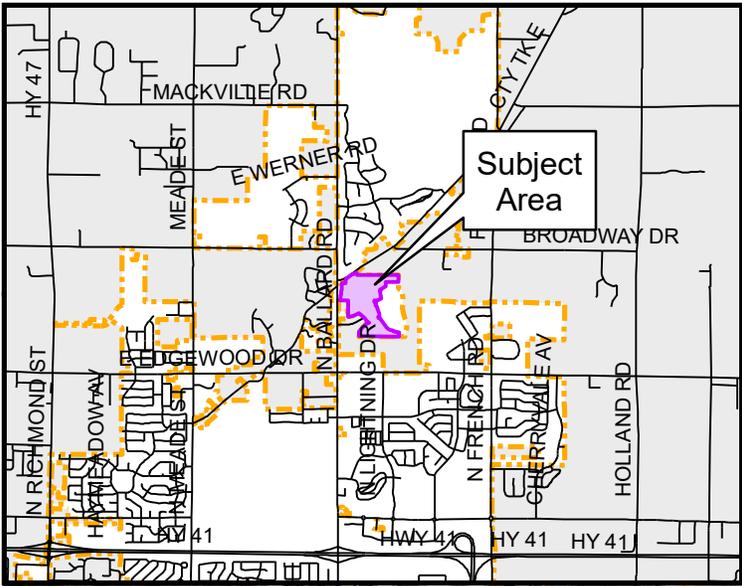
C-2



City Plan Commission
10-9-18



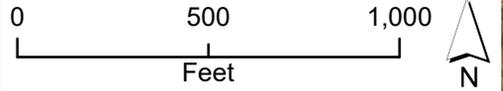
Final Plat
Apple Ridge
Air Photo



Subject Area

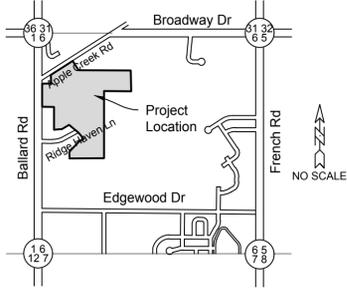


City Plan Commission
10-9-18



LOCATION MAP

SEC 6, T21 N, R 18 E,
OUTAGAMIE COUNTY, WI



Bearings are referenced to the West line of the Southwest 1/4, Section 06, T21N, R18E, assumed to bear N00°09'08"W, base on the Outagamie County Coordinate System.

Apple Ridge

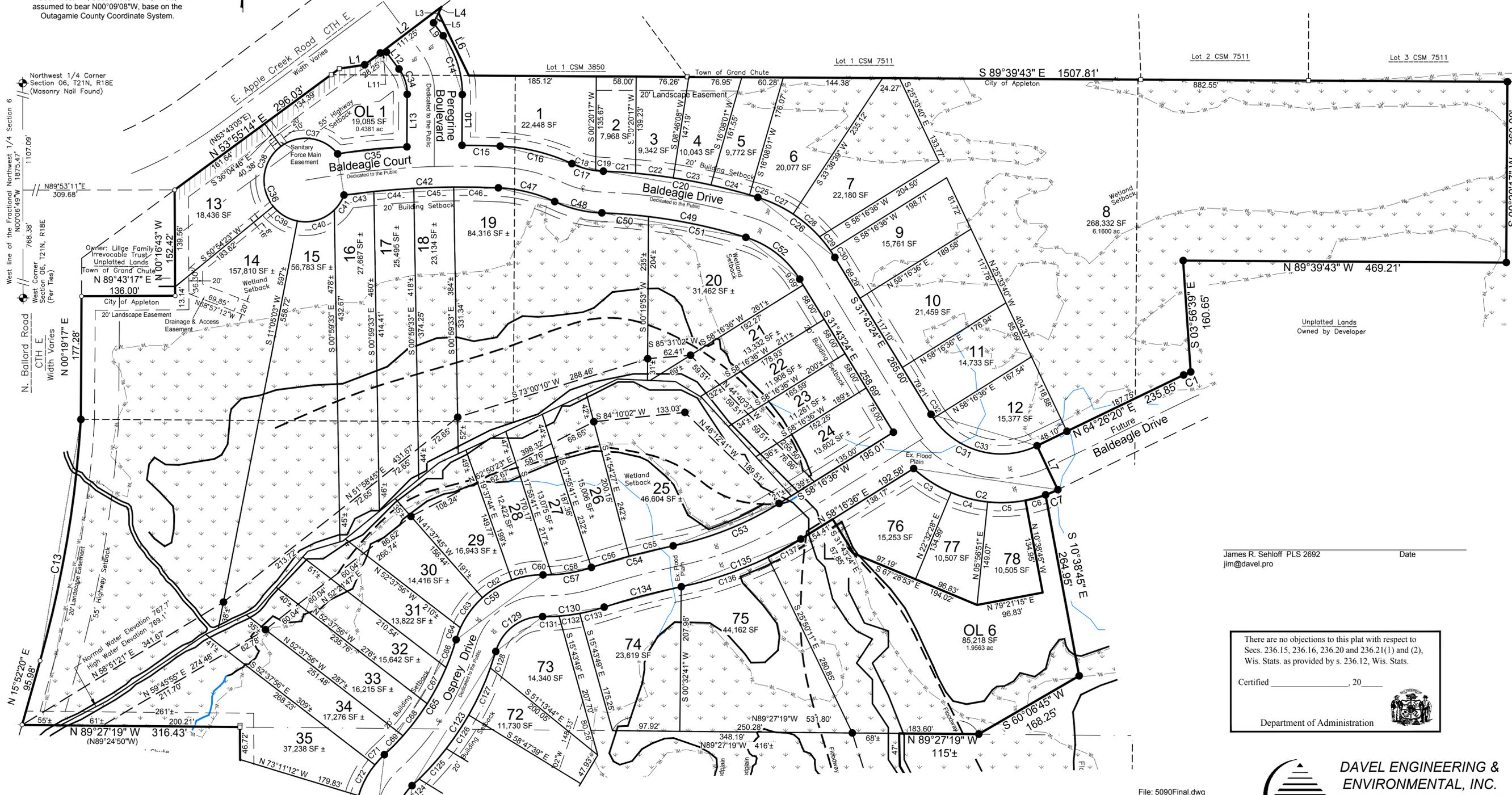
Part of Lot 1 CSM 3850 located in the Northwest 1/4 of the Fractional Northwest 1/4; part of the Southwest 1/4 of the Fractional Northwest 1/4; part of the Southeast 1/4 of the Fractional Northwest 1/4; part of Northeast 1/4 of the Fractional Southeast 1/4 and part of Lot 2 CSM 3863, located in part of the Northwest 1/4 of the fractional Southwest 1/4 all located in Section 06, Township 21 North, Range 18 East, City of Appleton, Outagamie County, Wisconsin

NOTES

- All linear measurements have been made to the nearest one hundredth of a foot.
- All angular measurements have been made to the nearest 20 seconds and computed to the nearest half seconds.

LEGEND

- 3/4" Rebar Found
- 1" Iron Pipe Found
- 1/4" x 18" Steel Rebar @ 4.30lbs/LF SET
- All other corners
3/4" x 18" Steel Rebar @ 1.50lbs/LF SET
- SF Lot areas in square feet
- () Recorded As
- 12 Utility Easement Typical



James R. Sehoff PLS 2692 Date
jim@davel.pro

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

Certified _____, 20__

Department of Administration

Apple Ridge

Part of Lot 1 CSM 3850 located in the Northwest 1/4 of the Fractional Northwest 1/4; part of the Southwest 1/4 of the Fractional Northwest 1/4; part of the Southeast 1/4 of the Fractional Northwest 1/4; part of Northeast 1/4 of the Fractional Southeast 1/4 and part of Lot 2 CSM 3863, located in part of the Northwest 1/4 of the fractional Southwest 1/4 all located in Section 06, Township 21 North, Range 18 East, City of Appleton, Outagamie County, Wisconsin

West 1/4 Corner Section 06, T21N, R18E (per ties)
 West line of the Southwest 1/4, Section 6
 N00°09'08"W 2641.71'

Southwest Corner Section 06, T21N, R18E (Cut Cross Found)
 Owner: Duane & Sharon Fox
 Unplatted Lands
 N00°06'41"W (594.29')
 N00°09'08"W 594.57'

Sep 25, 2018 - 12:59pm: d:\Projects\5090\app\dwg\Civil\3D\5090Final.dwg Printed by: jim

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

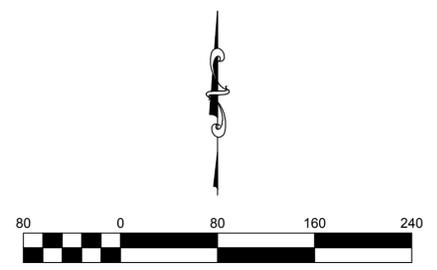
Certified _____, 20____

Department of Administration



DAVEL ENGINEERING & ENVIRONMENTAL, INC.
 CIVIL ENGINEERING CONSULTANTS
 1811 Racine Street Menasha, WI 54952
 Ph: 920-991-1866 Fax: 920-830-9595
 www.davel.pro

| LINE TABLE | | | |
|------------|-----------------------------|---------|----------|
| Line | Bearing | Length | |
| L1 | N 81°23'34" E (N81°22'44"E) | 37.00' | (37.08') |
| L2 | N 53°15'39" E (N53°14'49"E) | 111.25' | |
| L3 | S 27°06'22" W | 25.96' | |
| L4 | S 27°06'22" W | 10.06' | |
| L5 | N 27°06'22" E | 15.90' | |
| L6 | N 26°03'45" W | 100.16' | |
| L7 | S 25°33'40" E | 70.00' | |
| L8 | S 32°41'14" E (N32°39'18"W) | 66.19' | (66.17') |
| L9 | N 36°44'21" W | 23.22' | |
| L10 | N 00°20'20" E | 72.92' | |
| L11 | N 80°11'42" E | 8.91' | |
| L12 | S 36°44'21" E | 30.63' | |
| L13 | S 00°20'20" W | 75.76' | |
| L14 | S 61°38'54" W | 1.14' | |
| L15 | S 40°24'45" E | 29.66' | |
| L16 | S 00°09'01" W | 36.10' | |
| L17 | N 00°09'01" E | 36.10' | |
| L18 | N 40°24'45" W | 29.66' | |
| L19 | N 30°28'49" W | 21.10' | |



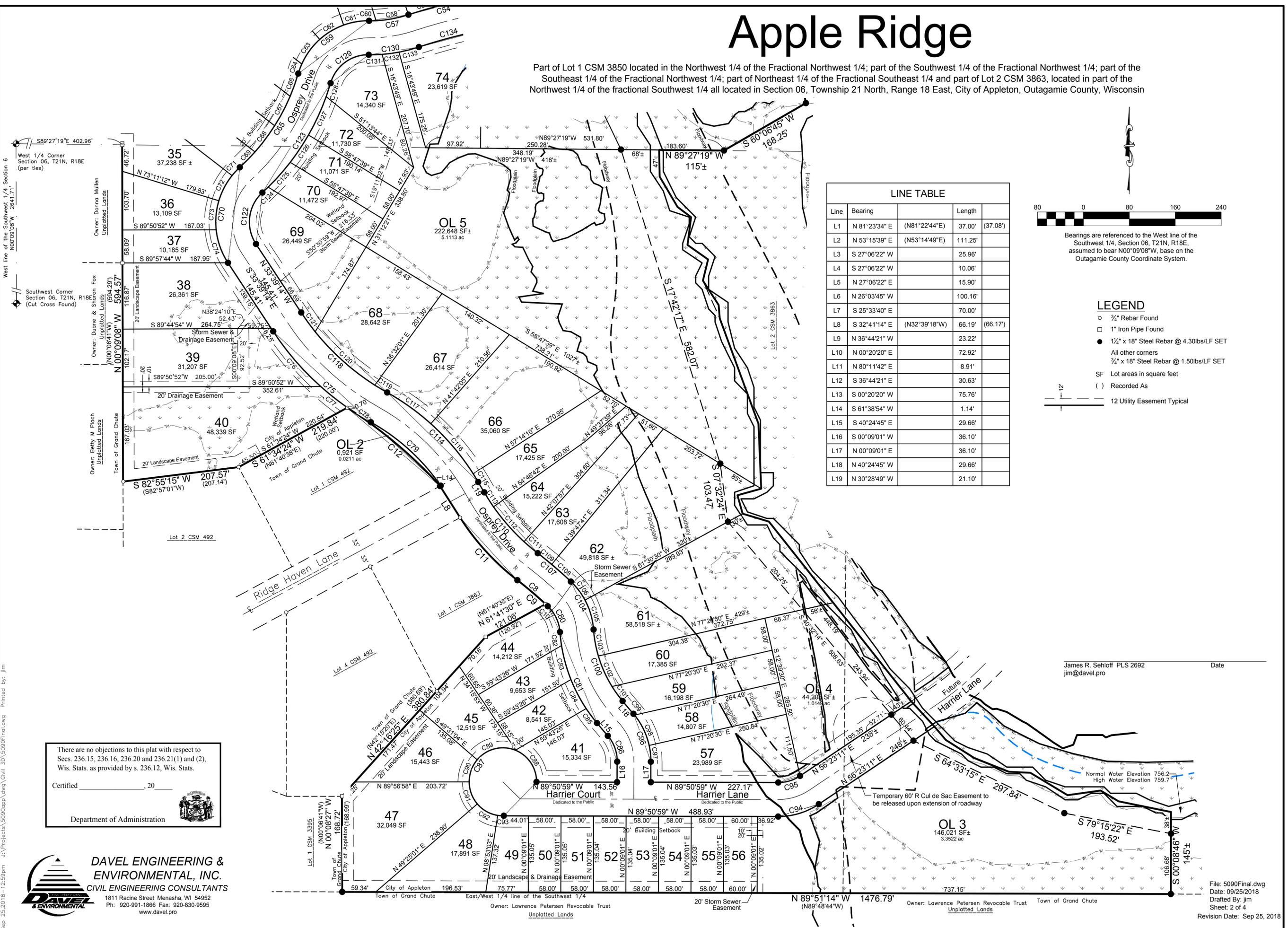
Bearings are referenced to the West line of the Southwest 1/4, Section 06, T21N, R18E, assumed to bear N00°09'08"W, base on the Outagamie County Coordinate System.

LEGEND

- 3/4" Rebar Found
- 1" Iron Pipe Found
- 1 1/2" x 18" Steel Rebar @ 4.30lbs/LF SET
- All other corners
- 3/4" x 18" Steel Rebar @ 1.50lbs/LF SET
- SF Lot areas in square feet
- () Recorded As
- 12 Utility Easement Typical

James R. Sehlhoff PLS 2692
 jim@davel.pro Date _____

File: 5090Final.dwg
 Date: 09/25/2018
 Drafted By: jim
 Sheet: 2 of 4
 Revision Date: Sep 25, 2018



Apple Ridge

Part of Lot 1 CSM 3850 located in the Northwest 1/4 of the Fractional Northwest 1/4; part of the Southwest 1/4 of the Fractional Northwest 1/4; part of the Southeast 1/4 of the Fractional Northwest 1/4; part of Northeast 1/4 of the Fractional Southeast 1/4 and part of Lot 2 CSM 3863, located in part of the Northwest 1/4 of the fractional Southwest 1/4 all located in Section 06, Township 21 North, Range 18 East, City of Appleton, Outagamie County, Wisconsin

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

Certified _____, 20____



Department of Administration

| CURVE TABLE | | | | | | | |
|-------------|----------|-----------------|--------------|------------|---------------|--------------------|---------------------|
| Curve | Radius | Chord Direction | Chord Length | Arc Length | Central Angle | Tangent Bearing-in | Tangent Bearing-out |
| C1 | 130.00' | S 66°56'21" W | 11.34' | 11.34' | 5°00'00" | S 64°26'20" W | S 69°28'21" W |
| C2 | 190.00' | S 81°45'16" E | 211.43' | 224.21' | 67°36'47" | S 47°56'52" E | N 64°26'20" E |
| C3 | 190.00' | S 57°42'12" E | 64.39' | 64.70' | 19°30'40" | S 47°56'52" E | S 67°27'32" E |
| C4 | 190.00' | S 75°45'20" E | 54.83' | 55.03' | 16°35'36" | S 67°27'32" E | S 84°03'09" E |
| C5 | 190.00' | N 87°39'03" E | 54.83' | 55.03' | 16°35'36" | S 84°03'09" E | N 79°21'15" E |
| C6 | 190.00' | N 74°48'42" E | 30.09' | 30.13' | 9°05'05" | N 79°21'15" E | N 70°16'10" E |
| C7 | 190.00' | N 67°21'15" E | 19.33' | 19.33' | 5°49'49" | N 70°16'10" E | N 64°26'20" E |
| C8 | 677.00' | S 49°40'23" E | 71.13' | 71.17' | 6°01'26" | S 52°41'02" E | S 46°39'42" E |
| C9 | 677.00' | S 49°54'04" E | 65.75' | 65.78' | 5°34'00" | S 52°41'04" E | S 47°07'04" E |
| C10 | 677.00' | S 46°53'23" E | 5.39' | 5.39' | 0°27'22" | S 47°07'04" E | S 46°39'42" E |
| C11 | 433.00' | S 42°41'06" E | 150.37' | 151.14' | 19°59'56" | S 32°41'09" E | S 52°41'04" E |
| C12 | 800.00' | S 50°09'58" E | 215.72' | 216.38' | 15°29'48" | S 57°54'52" E | S 42°25'04" E |
| C13 | 1628.65' | N 09°39'57" E | 352.14' | 352.83' | 12°24'45" | N 15°52'19" E | N 03°27'35" E |
| C14 | 140.00' | N 18°12'00" W | 89.03' | 90.60' | 37°04'41" | S 00°20'20" W | S 36°44'21" E |
| C15 | 1167.75' | N 88°39'17" W | 55.52' | 55.52' | 2°43'27" | N 87°17'33" W | S 89°59'00" W |
| C16 | 280.00' | N 76°22'59" W | 107.13' | 107.80' | 22°03'30" | S 65°21'14" E | S 87°24'44" E |
| C17 | 120.00' | N 76°37'10" W | 46.89' | 47.19' | 22°31'52" | S 87°53'06" E | S 65°21'14" E |
| C18 | 120.00' | S 73°59'55" E | 36.07' | 36.21' | 17°17'21" | S 65°21'14" E | S 82°38'35" E |
| C19 | 120.00' | N 85°15'51" W | 10.98' | 10.98' | 5°14'31" | N 82°38'35" W | N 87°53'06" E |
| C20 | 880.00' | S 80°27'24" E | 227.55' | 228.19' | 14°51'26" | S 87°53'06" E | S 73°01'41" W |
| C21 | 880.00' | N 86°21'02" W | 47.14' | 47.14' | 3°04'10" | N 87°53'06" W | N 84°48'57" W |
| C22 | 880.00' | N 83°01'24" W | 55.05' | 55.06' | 3°35'05" | N 84°48'57" W | N 81°13'52" W |
| C23 | 880.00' | N 79°25'33" W | 55.44' | 55.45' | 3°36'37" | N 81°13'52" W | N 77°37'15" W |
| C24 | 880.00' | N 75°43'53" W | 58.03' | 58.04' | 3°46'44" | N 77°37'15" W | N 73°50'30" W |
| C25 | 880.00' | N 73°26'06" W | 12.50' | 12.50' | 0°48'50" | N 73°50'30" W | N 73°01'41" W |
| C26 | 200.00' | S 52°22'32" E | 141.08' | 144.18' | 41°18'16" | S 73°01'41" E | S 31°43'24" E |
| C27 | 200.00' | N 64°54'22" W | 56.51' | 56.70' | 16°14'37" | N 73°01'41" W | N 56°47'04" W |
| C28 | 200.00' | N 49°34'42" W | 50.18' | 50.31' | 14°24'44" | N 56°47'04" W | N 42°22'21" W |
| C29 | 200.00' | N 38°45'42" W | 25.19' | 25.21' | 7°13'16" | N 42°22'21" W | N 35°09'04" W |
| C30 | 200.00' | N 33°26'14" W | 11.96' | 11.97' | 3°25'40" | N 35°09'04" W | N 31°43'24" W |
| C31 | 120.00' | S 73°38'32" E | 160.34' | 175.59' | 83°50'16" | S 31°43'24" E | N 64°26'20" E |
| C32 | 120.00' | N 33°13'28" W | 6.29' | 6.29' | 3°00'09" | N 31°43'24" W | N 34°43'33" W |
| C33 | 120.00' | N 75°08'36" W | 155.61' | 169.30' | 80°50'07" | N 34°43'33" W | S 64°26'20" W |
| C34 | 60.00' | S 18°12'00" E | 38.15' | 38.83' | 37°04'41" | S 36°44'21" E | S 00°20'20" W |
| C35 | 723.38' | S 84°15'27" W | 101.01' | 101.09' | 8°00'25" | N 88°15'40" E | N 80°15'15" E |
| C36 | 60.00' | N 08°45'35" W | 60.01' | 314.15' | 299°59'38" | S 21°14'36" W | S 38°45'45" E |
| C37 | 60.00' | N 82°25'16" W | 82.84' | 91.44' | 87°19'01" | S 53°55'14" W | N 38°45'45" W |
| C38 | 60.00' | S 07°24'48" W | 87.06' | 97.40' | 93°00'51" | S 39°05'37" E | S 53°55'14" W |
| C39 | 60.00' | S 59°00'17" E | 40.87' | 41.70' | 39°49'19" | S 78°54'57" E | S 39°05'37" E |
| C40 | 60.00' | N 73°22'58" E | 55.78' | 58.02' | 55°24'11" | N 45°40'53" E | S 78°54'57" E |
| C41 | 60.00' | N 33°27'44" E | 25.40' | 25.59' | 24°26'16" | N 21°14'36" E | N 45°40'53" E |
| C42 | 1220.00' | N 87°18'39" E | 224.42' | 224.74' | 10°33'16" | N 82°02'01" E | S 87°24'44" E |
| C43 | 1220.00' | N 83°03'49" E | 43.87' | 43.87' | 2°03'37" | N 82°02'01" E | N 84°05'38" E |
| C44 | 1220.00' | N 85°27'30" E | 58.11' | 58.12' | 2°43'46" | N 84°05'38" E | N 86°49'23" E |
| C45 | 1220.00' | N 88°11'07" E | 58.01' | 58.01' | 2°43'28" | N 86°49'23" E | N 89°32'51" E |
| C46 | 1220.00' | S 88°55'56" E | 64.73' | 64.74' | 3°02'25" | N 89°32'51" E | S 87°24'44" E |
| C47 | 220.00' | S 76°22'59" E | 84.18' | 84.70' | 22°03'30" | S 87°24'44" E | S 65°21'14" E |
| C48 | 180.00' | S 76°37'10" E | 70.33' | 70.78' | 22°31'52" | S 65°21'14" E | S 87°53'06" E |
| C49 | 820.00' | S 80°27'24" E | 212.04' | 212.63' | 14°51'26" | S 87°53'06" E | S 73°01'41" E |
| C50 | 820.00' | S 85°30'27" E | 68.04' | 68.06' | 4°45'20" | S 87°53'06" E | S 83°07'47" E |

| CURVE TABLE | | | | | | | |
|-------------|----------|-----------------|--------------|------------|---------------|--------------------|---------------------|
| Curve | Radius | Chord Direction | Chord Length | Arc Length | Central Angle | Tangent Bearing-in | Tangent Bearing-out |
| C51 | 820.00' | S 78°04'44" E | 144.39' | 144.57' | 10°06'06" | S 83°07'47" E | S 73°01'41" E |
| C52 | 140.00' | S 52°22'32" E | 98.75' | 100.93' | 41°18'17" | S 73°01'41" E | S 31°43'24" E |
| C53 | 470.00' | S 68°25'13" W | 165.55' | 166.42' | 20°17'14" | S 58°16'36" W | S 78°33'50" W |
| C54 | 1080.00' | S 76°49'42" W | 65.43' | 65.44' | 3°28'17" | S 78°33'50" W | S 75°05'33" W |
| C55 | 1080.00' | S 76°49'42" W | 65.43' | 65.44' | 3°28'17" | S 78°33'50" W | S 75°05'33" W |
| C56 | 1080.00' | S 73°34'27" W | 57.24' | 57.24' | 3°02'13" | S 75°05'33" W | S 72°03'21" W |
| C57 | 220.00' | N 81°21'04" E | 71.07' | 71.38' | 18°35'31" | S 89°21'12" E | N 72°03'23" E |
| C58 | 220.00' | S 79°41'55" W | 58.52' | 58.69' | 15°17'07" | S 87°20'28" W | S 72°03'21" W |
| C59 | 130.00' | N 53°32'11" E | 156.87' | 168.40' | 74°13'13" | N 16°25'34" E | S 89°21'12" E |
| C60 | 220.00' | S 88°59'38" W | 12.69' | 12.69' | 3°18'19" | N 89°21'12" W | S 87°20'28" W |
| C61 | 130.00' | S 80°30'32" W | 45.76' | 46.00' | 20°16'31" | S 70°22'16" W | N 89°21'12" W |
| C62 | 130.00' | S 59°22'16" W | 49.61' | 49.92' | 22°00'01" | S 48°22'15" W | S 70°22'16" W |
| C63 | 130.00' | S 36°25'28" W | 53.82' | 54.21' | 23°53'34" | S 24°28'41" W | S 48°22'15" W |
| C64 | 130.00' | S 20°27'07" W | 18.25' | 18.27' | 8°03'07" | S 16°25'34" W | S 24°28'41" W |
| C65 | 360.00' | N 32°11'02" E | 195.53' | 198.02' | 31°30'56" | N 47°56'30" E | N 16°25'34" E |
| C66 | 360.00' | S 19°48'41" W | 42.52' | 42.54' | 6°46'14" | S 23°11'48" W | S 16°25'34" W |
| C67 | 360.00' | S 27°52'53" W | 58.80' | 58.87' | 9°22'10" | S 32°33'58" W | S 23°11'48" W |
| C68 | 360.00' | S 37°11'12" W | 58.00' | 58.06' | 9°14'28" | S 41°48'26" W | S 32°33'58" W |
| C69 | 360.00' | S 44°52'28" W | 38.53' | 38.54' | 6°08'04" | S 47°56'30" W | S 41°48'26" W |
| C70 | 130.00' | N 07°08'38" E | 169.88' | 185.13' | 81°35'44" | N 33°39'14" W | N 47°56'30" E |
| C71 | 130.00' | S 43°32'52" W | 19.92' | 19.94' | 8°47'17" | S 39°09'13" W | S 47°56'30" W |
| C72 | 130.00' | S 27°59'01" W | 50.37' | 50.69' | 22°20'25" | S 16°48'48" W | S 39°09'13" W |
| C73 | 130.00' | S 05°23'47" W | 51.47' | 51.81' | 22°50'03" | S 06°01'15" E | S 16°48'48" W |
| C74 | 130.00' | S 19°50'15" E | 62.09' | 62.70' | 27°37'59" | S 33°39'14" E | S 06°01'15" E |
| C75 | 500.00' | S 47°20'44" E | 236.70' | 238.96' | 27°23'00" | S 33°39'14" E | S 61°02'14" E |
| C76 | 500.00' | S 41°03'34" E | 128.89' | 129.25' | 14°48'39" | S 33°39'14" E | S 48°27'53" E |
| C77 | 500.00' | S 51°56'34" E | 60.67' | 60.71' | 6°57'23" | S 48°27'53" E | S 55°25'16" E |
| C78 | 500.00' | S 58°13'45" E | 48.99' | 49.01' | 5°36'58" | S 55°25'16" E | S 61°02'14" E |
| C79 | 370.00' | S 47°57'17" E | 167.50' | 168.97' | 26°09'54" | S 61°02'14" E | S 34°52'20" E |
| C80 | 70.00' | S 25°28'35" E | 50.59' | 51.77' | 42°22'13" | S 46°39'42" E | S 04°17'29" E |
| C81 | 280.00' | S 22°21'14" E | 173.58' | 176.48' | 36°06'48" | S 04°17'29" E | S 40°24'38" E |
| C82 | 280.00' | S 06°43'55" E | 23.79' | 23.80' | 4°52'10" | S 04°17'29" E | S 09°10'00" E |
| C83 | 280.00' | S 15°32'59" E | 62.26' | 62.39' | 12°45'58" | S 09°10'00" E | S 21°55'58" E |
| C84 | 280.00' | S 27°52'58" E | 58.05' | 58.16' | 11°54'00" | S 21°55'58" E | S 33°49'58" E |
| C85 | 280.00' | S 37°07'18" E | 32.13' | 32.14' | 6°34'40" | S 33°49'58" E | S 40°24'38" E |
| C86 | 70.00' | N 20°07'52" W | 48.53' | 49.56' | 40°33'45" | N 00°09'01" E | N 40°24'45" W |
| C87 | 60.00' | N 44°16'40" E | 83.59' | 284.52' | 271°41'35" | S 88°25'53" W | S 00°07'28" W |
| C88 | 60.00' | N 34°04'21" W | 67.44' | 71.62' | 68°23'37" | N 68°16'09" W | N 00°07'28" E |
| C89 | 60.00' | S 76°06'24" W | 69.90' | 74.61' | 71°14'55" | S 40°28'56" W | N 68°16'09" W |
| C90 | 60.00' | S 20°12'57" W | 41.57' | 42.45' | 40°31'58" | S 00°03'02" E | S 40°28'56" W |
| C91 | 60.00' | S 20°19'00" E | 41.57' | 42.45' | 40°31'58" | S 40°34'59" E | S 00°03'02" E |
| C92 | 60.00' | S 60°50'58" E | 41.57' | 42.45' | 40°31'58" | S 81°06'57" E | S 40°34'59" E |
| C93 | 60.00' | S 86°20'32" E | 10.93' | 10.95' | 10°27'10" | N 88°25'53" E | S 81°06'57" E |
| C94 | 130.00' | N 73°16'06" E | 75.50' | 76.61' | 33°45'50" | S 89°50'59" E | N 56°23'11" E |
| C95 | 70.00' | S 73°16'06" W | 40.66' | 41.25' | 33°45'50" | N 56°23'11" E | S 89°50'59" E |
| C96 | 130.00' | S 20°07'52" E | 90.12' | 92.03' | 40°33'48" | S 40°24'46" E | S 00°09'01" W |
| C97 | 130.00' | N 06°15'15" W | 29.00' | 29.06' | 12°48'31" | N 12°39'30" W | N 00°09'01" E |
| C98 | 130.00' | N 25°54'25" W | 59.59' | 60.12' | 26°29'50" | N 39°09'20" W | N 12°39'30" W |
| C99 | 130.00' | N 39°47'02" W | 2.85' | 2.85' | 1°15'25" | N 40°24'45" W | N 39°09'20" W |
| C100 | 220.00' | S 22°22'07" E | 136.27' | 138.55' | 36°05'00" | S 04°19'37" E | S 40°24'37" E |

| CURVE TABLE | | | | | | | |
|-------------|---------|-----------------|--------------|------------|---------------|--------------------|---------------------|
| Curve | Radius | Chord Direction | Chord Length | Arc Length | Central Angle | Tangent Bearing-in | Tangent Bearing-out |
| C101 | 220.00' | N 36°15'21" W | 31.88' | 31.90' | 8°18'32" | N 32°06'05" W | N 40°24'37" W |
| C102 | 220.00' | N 24°21'53" W | 59.23' | 59.41' | 15°28'24" | N 16°37'42" W | N 32°06'05" W |
| C103 | 220.00' | N 10°28'39" W | 47.14' | 47.23' | 12°18'05" | N 04°19'37" W | N 16°37'42" W |
| C104 | 130.00' | S 25°30'44" E | 93.81' | 95.97' | 42°17'55" | S 46°39'42" E | S 04°21'47" E |
| C105 | 130.00' | N 16°19'46" W | 54.44' | 54.84' | 24°10'19" | N 28°24'56" W | N 04°21'47" W |
| C106 | 130.00' | N 37°32'19" W | 41.22' | 41.40' | 18°14'46" | N 46°39'42" W | N 28°24'56" W |
| C107 | 737.00' | S 49°40'23" E | 77.44' | 77.47' | 6°01'22" | S 52°41'04" E | S 46°39'42" E |
| C108 | 737.00' | N 48°26'31" W | 45.80' | 45.80' | 3°33'39" | N 50°13'21" W | N 46°39'42" W |
| C109 | 737.00' | N 51°27'13" W | 31.67' | 31.67' | 2°27'44" | N 52°41'04" W | N 50°13'21" W |
| C110 | 373.00' | S 41°34'57" E | 143.65' | 144.55' | 22°12'15" | S 30°28'49" E | S 52°41'04" E |
| C111 | 373.00' | N 50°14'32" W | 31.79' | 31.80 | | | |

Apple Ridge

Part of Lot 1 CSM 3850 located in the Northwest 1/4 of the Fractional Northwest 1/4; part of Southwest 1/4 of the Fractional Northwest 1/4; part of the Southeast 1/4 of the Fractional Northwest 1/4; part of Northeast 1/4 of the Fractional Southeast 1/4 and part of Lot 2 CSM 3863, located in part of the Northwest 1/4 of the fractional Southwest 1/4 all located in Section 06, Township 21 North, Range 18 East, City of Appleton, Outagamie County, Wisconsin

Surveyor's Certificate

I, James R. Sehloff, Professional land surveyor, hereby certify: That in full compliance with the provisions of Chapter 236 of the Wisconsin Statutes and the subdivision regulations of the City of Appleton, and under the direction of Apple Tree Appleton Four, LLC, owner of said land, I have surveyed divided and mapped Apple Ridge; that such plat correctly represents all exterior boundaries and the subdivision of the land surveyed; and that this land is part of Lot 1 CSM 3850 located in the Northwest 1/4 of the Fractional Northwest 1/4; part of the Southwest 1/4 of the Fractional Northwest 1/4; part of the Southeast 1/4 of the Fractional Northwest 1/4; part of the Northeast 1/4 of the Fractional Southeast 1/4 and part of Lot 2 CSM 3863, located in part of the Northwest 1/4 of the Fractional Southwest 1/4 all located in Section 06, Township 21 North, Range 18 East, City of Appleton, Outagamie County, Wisconsin, containing 2,760.422 Square Feet (63.3706 Acres) of land more or less, including all lands between the meander line and the Ordinary High Water Mark of a tributary of Apple Creek, described as follows:

Commencing at the West 1/4 corner of Section 06; thence along the West line of the Fractional Northwest 1/4 of said Section 06, N00°06'49"W, 768.38 feet; thence N89°53'11"E, 309.68 feet to the Southeast right of way of E. Apple Creek Road/CTH E; thence, along said Southeast right of way of E. Apple Creek Road/CTH E, N53°55'14"E, 296.03 feet; thence, continuing along said Southeast right of way, N81°23'24"E, 37.00 feet; thence, continuing along said Southeast right of way, N53°15'39"E, 139.50 feet; thence, S27°06'22"W, 10.06 feet; thence S26°03'45"E, 100.16 feet to the South line of Lot 1 CSM 3850; thence, along said South line and the extension thereof, S89°39'43"E, 1507.81 feet; thence, S00°20'17"W, 260.00 feet; thence N89°39'43"W, 469.21 feet; thence, S03°56'39"E, 160.65 feet; thence 11.34 feet along the arc of a curve to the left with a radius of 130.00 feet and a chord of 11.34 feet which bears S66°56'21"W, thence S64°26'20"W, 235.85 feet; thence S25°33'40"E, 70.00 feet; thence 19.33 feet along the arc of a curve to the right with a radius of 130.00 feet and a chord of 19.33 feet which bears S67°21'15"W; thence S10°38'45"E, 264.95 feet; thence S60°06'45"W, 168.25 feet; thence N89°27'19"W, 183.60 feet to a meander point being N89°27'16"W, 68 feet more or less from the centerline of a navigable stream; thence, along a meander line S17°42'17"E, 582.07 feet to a meander point; thence, continuing along said meander line, S07°32'24"E, 103.47 feet; thence, continuing along said meander line, S40°32'14"E, 508.63 feet to a meander point; thence S64°33'15"E, 297.84 feet to a meander point; thence, continuing along said meander line, S79°15'22"E, 193.52 feet to a meander point being S00°08'46"W, 38 feet more or less from said centerline of a navigable stream; thence S00°08'46"W, 106.68 feet to the East/West 1/4 line of the Southwest 1/4 of said Section 06; thence, along said 1/4 line, N89°51'14"W, 1476.79 feet to the Southeast corner of Lot 1 CSM 3359; thence, along the East line of said Lot 1, N00°08'27"W, 168.72 feet to a point on the South line Lot 4 CSM 492; thence, along said South line and the extension thereof, N42°16'25"E, 380.84 feet to a point on the South line of Lot 1 CSM 3863; thence along said South line N61°41'30"E, 121.06 feet to the Southeast corner of Said Lot 1; thence 65.78 feet along the arc of a curve to the left with a radius of 677.00 feet and a chord of 65.75 feet which bears N49°54'04"W; thence 151.14 feet along the arc of a curve to the right with a radius of 433.00 feet and a chord of 150.37 feet which bears N42°41'07"W to the East right of way line of Ridge Haven Lane; thence, along said East right of way line, N32°41'14"W, 66.19 feet to the Southeast corner of Lot 1 of said CSM 492; thence, along the East line of said Lot 1, 216.38 feet along the arc of a curve to the left with a radius of 800.00 feet and a chord of 215.72 feet which bears N50°09'58"W to the Northeast corner of said Lot 1; thence, along the North line of said CSM 492, S61°34'24"W, 219.84 feet to the Northwest corner of said Lot 1 CSM 492; thence, continuing along said North line, S82°55'15"W, 207.57 feet to the Southwest corner of Lot 2 of said CSM 492; thence N00°09'08"W, 594.57 feet to said North line of the Fractional Southwest 1/4; thence along said North line, N89°27'19"W, 316.43 feet to the East right of way line of N. Ballard Road/CTH E; thence, along said right of way N15°52'20"E, 95.98 feet; thence, continuing along said right of way, 352.83 feet along the arc of a curve to the left with a radius of 1628.65 feet and a chord of 352.14 feet which bears N09°39'57"E; thence, continuing along said right of way, N00°19'17"E, 177.28 feet; thence N89°43'17"E, 136.00 feet; thence N00°16'43"W, 152.42 feet to the point of beginning.

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

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

Utility Easement Provisions

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

Apple Tree Appleton Four, LLC, Grantor, to:

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

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

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

Apple Tree Appleton Four, LLC

Jason Mroz, Authorized Representative _____ Date _____

Owner's Certificate

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

Apple Tree Appleton Four, LLC, does further certify this plat is required by s.236.10 or s.236.12 to be submitted to the following for approval or objection:

City of Appleton
Department of Administration

Dated this ____ day of _____, 20 ____.

In the presence of: Apple Tree Appleton Four, LLC

Jason Mroz, Authorized Representative _____ Date _____

State of Wisconsin

____ County) ss

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

____ My Commission Expires _____
Notary Public, Wisconsin

Storm Sewer Easement Provisions

An easement for Storm Sewer is hereby granted by:

Apple Tree Appleton Four, LLC, Grantor, to:

THE CITY OF APPLETON, Grantee,

The Grantor, their respective lessees, successors, heirs or assigns, shall have full use and enjoyment of the property referenced above provided that such use does not interfere with Grantee's right to install, replace, operate, maintain and repair said Storm Sewer and associated appurtenances. It is further agreed that after maintaining, repairing, replacing or relocating of said Storm Sewer and associated appurtenances Grantee shall restore unimproved surfaces such as grass, gravel and dirt on said property, as closely as possible, to the condition previously existing. Grantee shall not be required to restore or compensate for any improvements or improved surfaces such as, but not limited to, curb and gutter, hard pavements, trees, shrubs and landscaping, disturbed as a result of the maintenance activities described herein. Grantee does hereby agree to compensate fully for any damage caused directly or indirectly from said maintenance, repair, replacement or relocation of said Storm Sewer and associated appurtenances, that occur outside of the above described easement area. Buildings or any other type of structure shall not be placed over Grantees' facilities or in, upon or over the property within the lines marked "Storm Sewer Easement" Grantee agrees that it shall give timely notice to the Grantor of routine maintenance work.

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

Apple Tree Appleton Four, LLC

Jason Mroz, Authorized Representative _____ Date _____

City of Appleton Approval

Resolved, that the plat of Apple Ridge, in the City of Appleton, Outagamie County, Apple Tree Appleton Four, LLC, owners, is hereby approved by the Common Council of the City of Appleton.

Mayor _____ Date _____

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

Clerk _____ Date _____

Treasurer's Certificate

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

City Treasurer _____ Date _____

County Treasurer _____ Date _____

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

| the property owner of record: | Recording Information: | Parcel Number(s): |
|-------------------------------|------------------------|---|
| Apple Tree Appleton Four, LLC | Doc No. _____ | 31-1-8307-00; 31-1-8307-02 & 31-1-8307-03 |
| | Doc No. _____ | 31-1-8307-01 |
| | Doc No. _____ | 31-1-8307-04 & 31-1-8307-05 |

Notes:

- Outlot 1, will be owned and maintained by the HOA
- Outlots 3 will be owned and maintained by the HOA and utilized for Landscaping areas.
- Outlots 4-6 shall be used for storm water management.
- All elevations shown are NVDG 29, per City Datum.
- Lot 1 and Outlot 1 are located along CTH E, there is no access is allowed from said lots onto CTH E.
- Lots 17, 18, and 19 contain severe slopes. The application for a building permit shall be accompanied by a Drainage and Grading Plan, an Erosion Control Plan, a Plot Plan, and a Building Foundation Design Plan prepared by a Licensed Professional Civil Engineer or Structural Engineer registered in the State of Wisconsin, trained and experienced in the practice of geotechnical engineering. The engineer shall provide the design and supervision such that, in the engineer's opinion, the development does not and will not compromise in any way the stability of the soil on site or soil on lands which are adjacent, and will not cause or contribute to such soils becoming susceptible to land slip, land slide, rock fall, mud flow, debris flow, erosion, slumping, settling or other such occurrence.
- Lots 8, 11, 12, 23-28, 57-60, 75-79, OL 4, and OL 6 are located in flood fringe areas to be removed from flood plain by filling. A Wisconsin Professional Engineer shall provide a certification prior to occupancy that the structure is reasonably safe from flooding per FEMA Technical Bulletin 1001 Figure 1.
- Impervious structures/areas may be in wetland protective areas if the impervious area is made to drain away from the wetland.
- Lots 14-35, 58-66 & 75-77 are subject to additional restrictions related to floodplain and wetlands. The wetland setback line as shown is the most restrictive setback. Impervious surfaces, including, but not limited to: buildings, patios, and sidewalks, are not allowed within the wetland protective setback area. Impervious surfaces may be allowed within the wetland protective setback area and outside the wetlands and floodway under the following conditions:
 - Runoff from the impervious surface is made to drain away from the wetland so that it enters the City storm sewer.
 - Written approval has been granted by Wisconsin Department of Natural Resources and submitted to City of Appleton Department of Public works for concurrence, to allow a lesser specified setback to the wetland, according to Maximum Extent Practicable (MEP) consideration.

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

Certified _____, 20 ____

Department of Administration 

File: 5090Final.dwg
Date: 09/25/2018
Drafted By: jim
Sheet: 4 of 4
Revision Date: Sep 25, 2018

 **DAVEL ENGINEERING & ENVIRONMENTAL, INC.**
CIVIL ENGINEERING CONSULTANTS
1811 Racine Street Menasha, WI 54952
Ph: 920-991-1866 Fax: 920-830-9595
www.davel.pro

INVOICE

****CONFIDENTIAL INFORMATION****
****ATTORNEY-CLIENT PRIVILEGE****

City of Appleton
Attn: Mayor Tim Hanna
Appleton Redevelopment Authority
Attn: Director Karen Harkness
100 N. Appleton Street
Appleton, WI 54911

Invoice Date: February 5, 2018
Matter No. 010953-00017

Re: Phase V Part II - Loan Arranging

| | |
|---|----------------------|
| Successful arranging of debt facility for the Fox Cities Exhibition Center with five banks desiring to lend all funds necessary for design, site work and construction of the FCEC. | \$209,126.39 |
| Credit per Engagement Agreement. | <u>(\$16,126.39)</u> |
| BALANCE DUE | \$193,000.00 |

Please remit payment to:

von Briesen & Roper, s.c.
100 W. Lawrence Street
Suite 106
Appleton, WI 54911

CONFIDENTIAL INFORMATION
ATTORNEY-CLIENT PRIVILEGE
CITY OF APPLETON
ATTN: KAREN HARKNESS
100 N. APPLETON STREET
APPLETON, WI

INVOICE NO. 250072
INVOICE DATE FEBRUARY 5, 2018
TAX ID. 39-1576289
ATTY. BENJAMIN D. LAFROMBOIS

PHASE V OUT OF SCOPE

MATTER NO. 010953-00019

PROFESSIONAL SERVICES RENDERED THROUGH JANUARY 31, 2018

| | |
|---------------------------------|--------------|
| CURRENT FEES | \$15,023.50 |
| TOTAL CURRENT CHARGES THIS BILL | \$15,023.50 |
| BALANCE FORWARD | \$114,119.50 |
| TOTAL AMOUNT DUE | \$129,143.00 |

November 6, 2017

Mayor Timothy Hanna
City of Appleton
100 North Appleton Street
Appleton, WI 54911-4799

Dear Mayor Hanna:

The purpose of this letter is to memorialize our discussions respecting the recent work relating to the municipalities' objections to the pledge agreement. As noted on several occasions, the work responding to the objections was out of scope for our Phase V engagement for document preparation and loan arranging.

We completed our loan arranging activities with the meeting of lenders on Tuesday, October 3, 2017. Time spent addressing the municipalities' unwillingness to proceed with the financing will be billed as additional fees to the Phase V engagement. The work was completed on behalf of the FCEC project, so we would anticipate that this cost will be paid out of room tax proceeds. Unless directed otherwise, we will issue a separate invoice for these out of scope services, with payment being received at the closing of the FCEC loan.

We are grateful to be of service to the City of Appleton. If you have questions or comments, please contact me.

Very truly yours,

von BRIESEN & ROPER, s.c.



Benjamin D. LaFrombois

BDL:sf

TAGLaw International Lawyers

Benjamin LaFrombois, Esq.
Direct Telephone
920-233-1701

blafrombois@vombriesen.com

January 2, 2018

Karen Harkness
City of Appleton
100 N. Appleton Street
Appleton, WI 54911

Re: January 31, 2017 Engagement Agreement

Dear Ms. Harkness:

The Phase V Engagement Agreement was approved by the City of Appleton Common Council on Wednesday, May 17, 2017 and fully executed by all parties on June 9, 2017. In the Engagement Agreement, the anticipated closing date of the draw loan was May 2017.

By letter dated May 31, 2017, we agreed to extend our services to July 31, 2017. By letter dated July 7, 2017, we agreed to extend our services to August 31, 2017. By letter dated November 14, 2017, we agreed to extend our services to December 31, 2017. By this letter, we agree to extend our services to January 31, 2018.

Please contact me with any questions you may have. Thank you.

Very truly yours,

von BRIESEN & ROPER, s.c.



Benjamin LaFrombois, Esq.

BDL:sf

Enc.

29861939_1 DOCX

TAGLaw International Lawyer

Benjamin D. LaFrombois
Direct Telephone
920-233-1701
blafrombois@vonbriesen.com

February 5, 2018

Mayor Timothy Hanna
City of Appleton
100 North Appleton Street
Appleton, WI 54911-4799

Re: FCEC Phase V

Dear Mayor Hanna:

We are pleased that the City of Appleton chose von Briesen & Roper to develop a financing package to address the increased costs related to the opening of the Fox Cities Exhibition Center. Our engagement, as defined in our letter of January 31, 2017, included the following:

Part I: Preparation of a full set of draft loan documents. This portion of the engagement was quoted at a flat fee of \$75,000.

We are pleased to enclose the full set of draft loan documents as agreed upon. Our invoice for this service is also enclosed.

Part II: Organize lenders, negotiate the terms of the loan without a City guarantee as directed and as required under the Cooperation Agreement, build and maintain a financial model of the proposed loan, create analysis and facilitate the organizing and arranging of the loan. This portion of the engagement was agreed to be performed at our hourly rates with a limit of no more than \$193,000.

As previously discussed, we have fulfilled our obligations by assembling a group of five local lenders who are ready, willing and able to close this loan within the scope of the Cooperation Agreement. Our invoice for this portion of our engagement is enclosed. Our time has exceeded this limit so we will credit amounts above \$193,000.

Out of Scope: Part II of our engagement became fully deliverable on October 3, 2017 when a meeting of all five participating lenders took place. Per our discussions and letter of November 6, copy enclosed, work relating to certain municipalities unwillingness to proceed with the financing is out of the scope of our current engagement agreement and therefore is being billed separately. Our invoices for services rendered in this regard through December 31, 2017 and for January 2018 are enclosed.

Mayor Hanna
February 5, 2018
Page 2

We are also enclosing an invoice from Baker Tilly for payment. This invoice pertains to the preparation of the valuation report.

We shall continue communication with the bank group and otherwise support the City's efforts to finance the FCEC until directed otherwise. If you have questions or comments, please contact me.

Very truly yours,

von BRIESEN & ROPER, s.c.

A handwritten signature in black ink, appearing to read 'B. LaFrombois', with a long horizontal flourish extending to the right.

Benjamin D. LaFrombois
BDL:sf

Encs.

29865580_3.DOCX

July 3, 2018

Mayor Tim Hanna
City of Appleton
100 N. Appleton Street
Appleton, WI 54911

Re: Payment of von Briesen & Roper, s.c. Invoices

Dear Mayor Hanna:

On January 31, 2017 the City of Appleton (the "City") engaged von Briesen & Roper, s.c. to continue its representation of the City with respect to the Fox Cities Exhibition Center Phase V.

On November 6, 2017 we memorialized in a letter that the financing had been arranged as requested and that out of scope services had been requested and would be billed separately.

At your request, on February 5, 2018 we issued and delivered invoices for the Phase V and out of scope services (copies enclosed). These invoices remain unpaid. On several occasions, we requested payment, to which there has been no response.

We request immediate payment.

Very truly yours,

von BRIESEN & ROPER, s.c.



Benjamin LaFrombois, Esq.

BDL:sf

Encs.

cc w/encs: Attorney Robert Mathers, von Briesen & Roper, s.c.
Attorney Walsh
Director Saucerman
Director Harkness

31319368_1.DOCX

TM-Law International Lawyers

Benjamin LaFrombois, Esq.

Direct Telephone

920-233-1701

blafrombois@vonbriesen.com

August 2, 2018

Mayor Timothy Hanna
City of Appleton
100 N. Appleton Street
Appleton, WI 54911



Re: Billings Question

Dear Mayor Hanna:

This letter is in response to your letter dated July 23, 2018 where you requested an explanation regarding the Phase V in-scope and out-of-scope services provided by von Briesen & Roper, s.c. We memorialized this issue in a letter dated November 6, 2017, copy attached. The letter was the culmination of much discussion between us about the Phase V scope of services. The discussion arose because matters relating to the enforcement of the Cooperation Agreement were outside the scope of the Phase V flat fees. We verbally agreed to clarify the scope of services and then we memorialized this agreement in the November 6, 2017 letter. Your July 23 letter is the first communication we received regarding the November 6, 2017 letter and the invoices which are now approximately six months past due.

With respect to the out-of-scope services, each time you requested us to prepare a document, attend a meeting, or make a phone call, you authorized those services. We relied upon and responded to your continued requests for services. These service requests are memorialized and authorized through the Phase V engagement letter, the November 6, 2017 letter and continuous email, phone calls, meetings and texts during that time. We do not provide unrequested services. **You could have asked at any time that we cease our services.** You have yet to make such a direct request. When you ceased making requests we ceased providing services. Your objection, nearly nine months later, is particularly problematic because the services have been rendered as requested.

The first extension of the Phase V engagement letter occurred in July 2017 and we mutually noted that the Phase V engagement did not include work related to the modifications to, litigation of, or disputes related to the Cooperation Agreement. It was not always easy to separate the two distinct matters, which is why there was extended discussion and a written record to bring clarity to the issues. We agreed that after the October 3, 2017 lender commitment, the demarcation between debt placement services (in-scope) and the dispute over the Cooperation Agreement (out-of-scope) was clear. Thus, after our discussions about the out-of-scope work, our agreement was memorialized in the November 6, 2017 letter which you did not question until now.

As early as July 2017 and at points thereafter, we advised you to file a declaratory judgment action to resolve disputes respecting the Cooperation Agreement. When discussed in July 2017, we said that matters of dispute arising from the Cooperation Agreement would be out-of-scope under the Phase V engagement. You declined to pursue litigation. At that time, I suggested that you conduct a more rigorous communication program with the municipalities than what you had previously initiated and sought your approval to do so.

My request was denied. Although I do not know why, I assume it was because the services would have been out-of-scope. You continued with full responsibility for communication with the parties. After the July discussion, while you managed communication with the municipalities, we continued our debt placement services including communicating with the lenders.

In October, the discussion about enforcement of the Cooperation Agreement ensued and you elected to pursue a negotiated resolution rather than pursuing declaratory judgment. As the dispute metastasized in October you changed direction and asked me to communicate with the parties to the Cooperation Agreement. You also asked that we maintain communication with the potential lenders with the hope that the lenders would not withdraw their commitment. Whether you pursued declaratory judgment or whether you sought a negotiated resolution, neither of those options involved debt placement services under Phase V.

We discussed out-of-scope services and the potential need for Common Council approval. It was not von Briesen & Roper's place or responsibility to obtain such approval. There is also the matter of an attorney's duty to maintain confidentiality. An attorney is prohibited from disclosing privileged and confidential information. Even if there was a process for us to request and obtain Common Council approval, unilateral action by us seeking such approval by the Common Council would have likely been a breach of our ethical duty. You made informed and intentional decisions to manage internal approvals as you determined them to be appropriate and necessary.

After October 3, 2017 our out-of-scope services arose from the breach of the Cooperation Agreement and the dispute among the parties to the Agreement. Prior to October, you assumed responsibility for communication with the other municipalities, which is consistent with the Phase V in-scope services. We communicated with the lenders and you communicated with the municipalities. The reason being, the municipalities were not party to, nor authorized to direct, the financing.

Once the dispute with the municipalities progressed in October, you then requested that we communicate with the municipalities to assist with your attempts to resolve the matter. Consistent with the Phase V in-scope services, we had no communication with the municipalities prior to October, except to inquire of meeting schedules for approval of the pledge agreement. Normal course approval of the pledge agreement would have been within Phase V in-scope services. Once the municipalities refused to comply with the Cooperation Agreement the services were out-of-scope.

The Phase V in-scope services do not include amendments to, litigation over, or dispute resolution involving the Cooperation Agreement; thus it excluded the dispute over the Cooperation Agreement.

You would not have requested our assistance (i.e. the out-of-scope services) if the parties had followed the Cooperation Agreement. Put another way, if the parties to the Cooperation Agreement would have complied with its terms, there would have been no out-of-scope services.

Our communication with the municipalities, along with the other out-of-scope services, was out-of-scope because those services related to amendments to, litigation over, or dispute resolution involving the Cooperation Agreement. It is inaccurate to assert that our out-of-scope communication with the municipalities, or any other person or entity, should have been included as Phase V in-scope services.

In summary:

1. The Phase V engagement agreement included services for the drafting of the loan documents and for finance services to arrange lenders to make a syndicated loan including financial modeling. This engagement was lender focused and you assumed the responsibility of communicating with the other municipalities until the dispute arose. Under Phase V (in-scope services) you made and managed all

communication with the parties to the Cooperation Agreement, and no such services on our part were included in the Phase V engagement agreement. The communication referenced in the engagement letter was lender directed communication, not municipal.

2. On October 3, 2017, we held a meeting with the five lenders participating in the proposed bank financing. All lenders confirmed that they were ready, willing and able to close and you were so informed. Once the financing had been arranged, our efforts to *maintain* this commitment, and our discussions surrounding this activity, fell outside the scope of our engagement agreement. These communications arose solely because of the Cooperation Agreement dispute.
3. After the October 3 meeting, our services distinctly changed direction as we worked with you to obtain compliance by the parties to the Cooperation Agreement. As memorialized in our letter of November 6, 2017, all services arising from the breach of the Cooperation Agreement were outside the scope of the Phase V agreement. Thereafter, we continued to support your efforts to enforce the Cooperation Agreement. At no time were we told to stop working. To the contrary, we continued to meet and communicate regularly, strategizing the enforcement of the Cooperation Agreement.

Almost six months have passed since we delivered our invoices and almost nine months since we delivered the November 6 letter. It is disconcerting that you waited this long, and after services have been provided, to inquire as to the veracity of the November 6 letter. If you objected, you had a duty to respond timely.

Regarding St. Joe's, I had been asked by Director Harkness to suspend our work relating to this project until directed otherwise. It was and is our understanding that the direction to hold off on further action with St. Joe's was from you through Director Harkness. We have spent substantial time putting in place the strategy for the matter. The matter is ready to proceed once we are authorized.

Fox Communities Credit Union requested reimbursement for the cost of an appraisal prepared by Baker Tilley. This invoice for the preparation of the appraisal remains unpaid. A copy is attached.

We renew our request for immediate payment of our invoices in full.

Very truly yours,

von BRIESEN & ROPER, s.c.



Benjamin LaFrombois, Esq.

BDL:sf

Enc.

cc: James P. Walsh, City Attorney
Robert A. Mathers, von Briesen & Roper
Tony Saucerman, Director of Finance
Karen Harkness, Director of Community and Economic Development



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

**PARKS, RECREATION & FACILITIES
MANAGEMENT**

Dean R. Gazza, Director

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

TO: Finance Committee

FROM: Dean R. Gazza

DATE: 10/08/2018

RE: Action: Award the Fire Station #5 "2018 Remodeling Project" contract to Miron Construction Co., Inc. in the amount of \$40,669 with a contingency of 7% for a project total not to exceed \$43,516.

The 2018 Capital Improvement Plan includes \$50,000 to remodel the kitchen area at Fire Station #5. The amount of \$5,955 has been utilized for design leaving a balance of \$44,045 for construction. The kitchen area at Fire Station #5 is original to the 1991 construction of the facility and is in need of renovation.

The bids were received as follows:

| | |
|---|-----------------|
| Miron Construction Co., Inc. (low bid) | \$40,669 |
| Howard Immel | \$46,150 |
| RJM Construction | \$47,350 |
| Milbach Construction Services Co. | \$53,730 |

Our consulting engineer has written the City of Appleton a formal letter of recommendation to award the contract to Miron Construction Co., Inc. The Parks, Recreation, and Facilities Management Department has also reviewed the bids and is in agreement with the engineer's recommendation. Therefore, we recommend awarding the contract to Miron Construction Co., Inc. in the amount of \$40,669 plus a contingency of 7% only to be utilized as needed.

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



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TO: Finance Committee
FROM: Tony Saucerman, Finance Director
DATE: October 8, 2018
RE: Request approval to establish a 2018 Budget for the construction of a public parking ramp as part of the US Venture development in TIF 11

On August 6, 2018, the Common Council approved an amended development agreement with U.S. Venture, Inc. to locate their corporate headquarters in downtown Appleton. As part of this agreement, the City agreed to fund and construct a public parking ramp beneath the new building. Since work on this project has begun, a budget for the remainder of 2018 must be established and approved. Based on the following estimate provided by the City's Director of Parks, Recreation and Facilities Management of costs expected to be incurred in 2018 for the project, I am requesting a budget adjustment for \$2,354,153 in the TIF 11 Capital Projects Fund for 2018.

| | |
|--|--------------------|
| Land (pro-rated through 12/31/18) | \$1,829,153 |
| Architectural and Construction Management Fees | 500,000 |
| Other Professional Fees (soils management, survey, etc.) | <u>25,000</u> |
| Total | <u>\$2,354,153</u> |

Funding for the project is expected to come from a general obligation debt issue which is anticipated to close in early 2019. Any costs incurred prior to the closing of the debt issue will be reimbursed by the debt proceeds.

As always, if any member of the Committee has any questions regarding this request, feel free to contact me.



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

Department of Utilities
Wastewater Treatment Plant
2006 East Newberry Street
Appleton, Wisconsin 54915 – 2758
920 – 832 – 5945 tel.
920 – 832 – 5949 fax

To: Chairperson Baranowski and Members of the Utilities Committee

From: Director of Utilities Chris Shaw
Deputy Director of Utilities Chris Stempa
Enterprise Fund Accounting Manager Kelli Rindt

Date: October 4, 2018

RE: *Approval of a 1% Rate Increase for Receiving Station Waste Haulers effective January 1, 2019*

BACKGROUND:

The Wastewater Facility "Receiving Station" is an environmentally managed disposal site for hauled wastes generated outside of the City of Appleton. The Receiving Station Program was approved by the Wisconsin Department of Natural Resources (WDNR) in 1999 with the understanding that the wastes accepted would not have adverse effects on the Wastewater Treatment Plant operation nor introduce any harmful pollutants that could pass-through to the Fox River. This program relies on utilizing excess treatment capacity by introducing wastes directly into the 4.4 million gallon anaerobic digesters.

The Receiving Station site opened in late summer 1999. At that time the decision was made to solicit wastes from the dairy industry. Since that time, other wastes have been accepted and are from the food industry, landfill leachate, and other wastewater treatment plants. The program currently includes 30 approved wastes that are transported by 6 permitted waste haulers.

REVENUE:

On January 1, 2010 the rate structure was changed from a single rate to a five-tier system based on the characteristics of the waste. TSS is a parameter tested for and is believed to be the most representative indicator of treatment costs incurred by the AWWTP. The range in TSS concentrations generalizes other important treatment characteristics of authorized hauled wastes. These characteristics include biological oxygen demand (BOD), nitrogen, and phosphorus. Each of these parameters has a specific treatment cost associated with them.

Since 1999 there have been five rate increases for the permitted haulers. Table 1 summarizes rate increases since 1999. Table 2 depicts receiving station revenue generated annually since 2009.

Table 1: Receiving Station Rate Increases

| Year | Increase | Cost/Ton |
|-------------|--------------------------|-----------------|
| 1999 | Starting Rate | \$4.80 |
| 2003 | 3.00% | \$4.94 |
| 2006 | 5.25% | \$5.20 |
| 2010 | Began Tier Fee Structure | Variable |
| 2015 | 10% | Variable |
| 2018 | 3% | Variable |

Table 2: Receiving Station Revenue

| Year | Revenue |
|-------------|----------------|
| 2009 | \$498,089 |
| 2010 | \$643,217 |
| 2011 | \$591,805 |
| 2012 | \$666,890 |
| 2013 | \$643,934 |
| 2014 | \$1,050,250 |
| 2015 | \$1,473,124 |
| 2016 | \$2,161,440 |
| 2017 | \$2,701,593 |

BASIS FOR PROPOSED RATE INCREASE:

Receiving Station wastes enter directly to the facility's anaerobic digesters or to headworks based on treatability characteristics. These are physical, chemical, and biological treatment processes which rely upon direct costs associated with electrical, natural gas, and chemical usage to sustain them. In addition to the aforementioned treatment costs, the majority of the wastes are generated from food based industries that are high in salts (i.e. chlorides). Therefore, tanks, piping, pumps, and even concrete structures are subject to degradation and maintenance. A number of projects have been completed over the history of the program to ensure proper waste treatment. The following are a list of major projects: \$35,000 to add an additional receiving waste station to the headworks and \$160,000 to refurbish the concrete floor of the primary clarifiers #1 - #4.

Additionally, the dewatered end product, biosolids, must be transported for land spreading to an approved agricultural site. The hauling and application of biosolids tends to be the greatest cost variable for biosolids. Over the next three years there will be a 3% contractual increase in hauling rates.

RECOMMENDATION:

I am requesting approval of a nominal rate increase for Receiving Station Waste Haulers of 1% (see Table 3) effective January 1, 2019. The rate increase is estimated to provide approximately \$36,000 of additional revenue to the Wastewater Utility on an annual basis. This increase helps ensure that the Utility is covering treatment, maintenance, replacement, and operational related expenses. This rate change does not require authorization outside of the City of Appleton.

Table 3: Proposed Tier Rate Structure

| Tier | 2017 Rate | 2018 Rate | 2019 Proposed Rate |
|-------------|------------------|------------------|---------------------------|
| 1 | \$5.25 | \$5.40 | \$5.45 |
| 2 | \$7.30 | \$7.50 | \$7.60 |
| 3 | \$12.00 | \$12.40 | \$12.50 |
| 4 | \$16.50 | \$17.00 | \$17.20 |
| 5 | \$22.00 | \$22.70 | \$22.95 |

DEVELOPMENT AGREEMENT

THIS AGREEMENT is made by and between the CITY OF APPLETON, a Wisconsin municipal corporation (hereinafter referred to as “the City”) and APPLE TREE APPLETON FOUR, LLC, (hereinafter called “Developer”).

WITNESSETH:

WHEREAS, certain lands known as Apple Ridge Development (hereinafter defined below as the “Land”) are located in proximity to the City and are in the City’s future growth area; and

WHEREAS, each of the City and the Developer desire to set forth their respective duties and responsibilities with respect to the development of the Land.

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties agree as follows:

SECTION 1

Definitions

1.1 “Developer” shall mean Apple Tree Appleton Four, LLC, its successor, assigns, and/or designees.

1.2 “Development Control” shall mean the comprehensive supervision of construction of all Public Improvements within an Administrative Project Area as such supervision is necessary to insure conformity with the provisions of this Agreement. Development Control shall be exercised by the Developer, in accordance with all applicable state, federal laws and City ordinances, however the Developer shall have discretion on the selection of those contractors who perform such work within the scope of such ordinances. All construction of public improvements performed by the Developer shall be constructed according

to City standards. Construction of Public Improvements shall be inspected and approved by City employees.

1.3 The “Land” shall mean that real property described in *Exhibit A* attached to this Agreement.

1.4 “Off-Site” shall mean those Public Improvements which are outside the boundaries of the Land except for those Public Improvements which abut or are adjacent to the Land.

1.5 “Public Improvements” shall mean streets, curbs, gutters, sidewalks, bridges, culverts, drainage structures, stormwater ponds, water and sewer facilities, pumps, pump houses, lift stations, transmission and service lines, manholes, fire hydrants, traffic and street signs, street lighting, and other such improvements which are to be dedicated to the City for public use as required in either this Agreement or subsequent agreements entered into between the City and the Developer as well as ordinances of the City, which are applicable City-wide and not just to the Land; however, standards regarding parks and common ground dedicated to the City by the Owner Developer may have restrictions and standards which vary and/or may be more restrictive than the ordinances of the City, if agreeable to both parties hereto.

1.6 The “City” shall mean that Wisconsin home rule municipal corporation now known as the City of Appleton, Wisconsin, and shall include any successor entity to said municipal corporation.

1.7 “Lot” shall mean any platted lot or lot designated by Certified Survey Map within the Land which is designated for residential use.

1.8 “Homeowner” shall mean the owner of any Lot which shall or does utilize the Lot as the site of their family residence.

SECTION 2

Approving and Organizational Documents

2.1 The City has approved, or the City agrees to the extent provided herein, to approve and to subsequently execute where appropriate, the following:

(a) A resolution approving the execution of this agreement;

(b) The following shall be included therein as enforceable terms with the Developer being a beneficiary in these provisions: (a) the Land shall be permitted to be improved (including, but not limited to, landscaping and buildings) pursuant to the ordinances of the City; (b) the width of the dedicated roadways within the Land shall meet City requirements, which will be determined at time of platting; (c) City shall accept fee title, at the City's sole discretion, to the outlots indicated on the approved Final Plat designated as outlots for storm water ponds only (on a phase by phase basis subject to minor revisions by the Developer). The Developer shall deed title to all ponds within the Land, necessary for stormwater, to the City upon completion of construction and approval by City.

2.2 All of the above documents described in Section 2.1 shall be collectively referred to herein as the "Approving and Organizational Documents".

2.3 **Ponds.** Maintenance. Maintenance of the ponds and the landscaped perimeter within the outlots shall be the responsibility of the City. The parties recognize that the City's primary interest in the ponds is for the pond's use as regional stormwater retention facilities. Upon acceptance of said ponds by the City, the City shall be owner of the ponds and Developer will be able to drain stormwater into said ponds.

SECTION 3

Public Improvements and Assessments

3.1 Except for items identified in Exhibit C City Costs (non-assessable per Development Agreement) and City Costs (assessable), the Developer shall be responsible for the installation of the following in the Proposed Development, to the standards set forth by the City and pursuant to Section 4 below:

- (a) Sanitary sewer mains, manholes and laterals;
- (b) Water mains, valves, hydrants, hydrant leads, fittings, and services;
- (c) Storm sewer mains, manholes, catch basins, inlet leads, overland flow paths, yard drains, stormwater ponds and associated piping and laterals;
- (d) Storm water facilities necessary to meet storm water management requirements for the development;
- (e) Street excavation and graveling, terrace seeding, lot filling, grading and seeding and all associated construction site erosion control measures;
- (f) Street lights;
- (g) Temporary lift stations, forcemains and electrical services to the stations to serve the development; and
- (h) All other infrastructure required for development not specifically set forth in this agreement.

3.2 The Developer shall provide an estimate for items 3.1(a) – 3.1(h) prior to the installation of the items.

3.3 The Developer shall provide a fully executed and signed *Waiver of Special Assessment Notices and Hearing* in ***Exhibit B***, acknowledging consent to pay Special

Assessment levied by the City for the following items to be furnished and/or installed by the City:

- (a) City administrative fees (plan review, inspections, etc.);
- (b) Sanitary Sewer Area Assessment;
- (c) Connection fees for watermain in Ballard Road as applicable;
- (d) Televising of sanitary and storm sewer lines;
- (e) Street Name Signs;
- (f) Traffic Control Signs;
- (g) Concrete Pavement abutting lots owned by the Developer at the time of concrete paving;
- (h) Sidewalks/sidepaths installed on lots owned by the Developer at the time of concrete paving.

An estimate of up-front City costs and associated special assessments to be paid by the Developer for items 3.3(a) – 3.3(h) is attached hereto at *Exhibit C*. The actual final costs for items 3.3(a) – 3.3(h) will be used as the basis for the amount of the special assessments billed to the Developer.

3.4 The Developer anticipates developing the land in three phases. Costs for the Sanitary Sewer Area Assessment shall be assessed to the Developer in three equal phases. Connection fees for watermain in Ballard Road shall be assessed as applicable with Phase 1 of the development. Said assessments shall be assessed as each plat is approved for each phase of the development.

3.5 The Developer shall provide the City with copies of all final costs, invoices, labor costs, the contract documents and specifications, design documentation, all contract

administration supporting documentation, an itemized list of all expenses for the installation of sanitary sewer, sanitary lift stations, forcemains, storm sewer, water main, service laterals, street excavation and graveling, and street lights for the Proposed Development. Said information provided by Developer shall meet City's Infrastructure Adjustment Form requirements. The Developer's design engineer, or alternative licensed surveyor shall perform the construction staking and the City shall inspect the same.

3.6 The Developer's contractor shall perform the testing of the water main, sanitary sewer, storm sewer and compaction of fill material placed in future roadway areas of the Proposed Development under the supervision of City of Appleton inspectors.

3.7 The Developer shall provide lien waivers to the City from prime contractor, subcontractors, suppliers and consultants within 60 days of the installation of the items in Section 3.1.

3.8 The Developer agrees to convey by deed or dedication to the City all the streets, roads, courts, avenues, drives, public ways, and storm water facilities in the Proposed Development. Developer further agrees to convey any public access ways by dedication or easement to the City. All public improvements contemplated in the final plat shall be constructed within areas to be dedicated to the City either by deed, dedication or easement as contemplated in the final plat and this agreement.

3.9 The Developer shall establish a level loop on the hydrant(s) in the Proposed Development and a copy of all benchmarks shall be provided to the City.

3.10 The City agrees to accept the dedication of all the Public Improvements in the Proposed Development, whether by deed, dedication or easement subject to the City's

Acceptance of the Public Improvements in accordance with and subject to the terms of the City's Subdivision Ordinance.

3.11 The Developer shall repair or replace, as directed by the City and to the City's satisfaction, at its own cost, any damage caused to City property by the installation of the improvements in the Proposed Development, which shall be completed within six (6) months notification by the City to the Developer of the need to repair or replace such damage.

3.12 In recognition of the environmental challenges of this site resulting in lower density development, the City agrees to waive the special assessment fee for temporary asphalt (estimated cost of \$532,500) for the Development. The City also agrees to an additional contribution of \$387,500 towards infrastructure upon completion of Phase III.

3.13 Concrete streets shall be installed on a street-by-street basis only after 90% of the lots have been issued building permits on each street or after a 7-year period from the date of official street opening, whichever comes first.

3.14 The schedule for the Proposed Development is set forth in Exhibit D shall be as follows:

(a) Unless otherwise approved by the City, infrastructure installation may commence after City approval of the Final Plat, Drainage Plan, Established Grades, Storm Water Management Plan, Construction Plans, Construction Specifications and procurement of all necessary City and Regulatory Agency permits.

(b) Building permits may be issued upon City approval and acceptance of all infrastructure. Streets must be officially opened to the public by the City Engineer prior to the issuance of building permits.

SECTION 4

Dedication and Warranty of Public Improvements

4.1 The Developer shall install and dedicate Public Improvements outside the Land, as are necessary to serve the Land. All public construction within the territory of the Development shall be dedicated in the manner specified by the City. The Developer shall be responsible to obtain any easements or dedications necessary for the installation of all required public utilities, including, but not limited to, sanitary sewer and water. In addition, the Developer shall be responsible to obtain any floodplain easements that may result from any increases in FEMA floodplain elevation. The parties agree to cooperate with all normal and necessary private utilities including, but not limited to, electricity, natural gas, telephone, and cable television by allowing them to utilize the easements, consistent with the needs of the other respective easement holders, for the installation and maintenance of their respective utilities. Public utilities within the Development Area shall be constructed at the expense of the Developer and without obligation of the City. All public improvements shall be constructed according to engineering plans and specifications approved by the City.

4.2 The City shall be responsible for future public improvements in Lightning Drive to ultimately serve the Development with gravity sewer.

4.3 The City shall accept for continual maintenance all Public Improvements and such other improvements which are mutually agreed to be constructed and dedicated to the public, as soon as the same are located within the Land and built to City standards.

4.4 Once agreed to by the City and the Developer, the plans and specifications for Public Improvements shall not be amended except by written change orders, pursuant to mutual

agreement. No change order for Public Improvements shall be made without prior written approval of the City, which approval shall not be unreasonably withheld.

4.5 Public Improvements within the Development may be constructed in phases, subject to prior approval by the City. Once the construction of improvements is completed, tested, and approved for any distinct portion of a phase the Developer may obtain building permits for that portion of said phase, provided such construction is pursuant to a City-approved construction phasing schedule.

4.6 The City shall install non-assessable and assessable public improvements identified respectfully in Exhibit C as “City Costs (non-assessable per Development Agreement)” and “City Costs (assessable)” pursuant to this agreement based on the schedule depicted in *Exhibit D* unless a modification is mutually agreed upon by both parties.

SECTION 5

Final Acceptance of Public Improvements

5.1 Final approval of the Public Improvements constructed within the Development, shall be obtained from the Director of Public Works or their designee.

5.2 Public Improvements which are to be constructed in phases shall be finally accepted in such phases.

SECTION 6

Water and Water Related Public Improvements

6.1 The Developer shall furnish a looped watermain to the boundary of the Land through Ridgehaven Lane. The City shall reimburse the Developer the actual cost to install the looped watermain not to exceed \$80,000. The Developer shall be solely responsible for the installation of utility improvements to provide water service to and within the Land including

any oversizing that may be required for the overall distribution system as determined by the Department of Public Works. The City shall contribute \$80,000 for the upsizing of 8” watermain to 12” watermain.

All plans and specifications for the design of the infrastructure and water improvements within the boundaries of the Land shall be subject to the approval of the City’s Department of Public Works prior to the beginning of construction. Such approval shall not be unreasonably withheld.

6.2 In instances where this Agreement, or the ordinances of the City or the rules and regulations of the City do not set forth criteria for particular uses for the water supplied to the Land by the City, the criteria for uses may be proposed by Developer subject to the City’s approval utilizing generally accepted criteria, which approval shall not be unreasonably withheld.

6.3 The parties agree to cooperate fully in all matters concerning the development of the water system, including, but not limited to, securing of permits, implementation of augmentation plans and acquisition of all rights-of-way and easements necessary for such water system. It is agreed that the obtaining of such rights-of-way and easements outside the boundary of the Land is the responsibility of the City whether by voluntary agreement or condemnation. It is further agreed that providing of such rights-of-way and easements is the responsibility of the Developer within the boundaries of the Land.

SECTION 7

Sanitary Sewer

7.1 The City agrees that it shall provide such sewer utilities improvements, in Lightning Drive, up to the Land as may be required recouping the cost of same through normal

City assessment procedures. The Developer shall be solely responsible for providing sanitary sewer infrastructure on the Land including installation of any oversize sewer that may be required for the overall collection system as determined by the Department of Public Works.

7.2 The Developer shall provide temporary lift stations and forcemains and any necessary relocation of these facilities until the City provided gravity system is installed. The Developer shall be solely responsible for all costs related to the installation of sanitary sewer, temporary lift stations and temporary forcemains, within the Development. The City shall reimburse the Developer actual costs for the temporary lift stations, forcemains and relocations not to exceed \$175,000. All plans and specifications for the design of the infrastructure and sanitary sewer improvements within the boundaries of the Development shall be subject to the approval of the City's Department of Public Works prior to the beginning of construction.

7.3 Under any of the circumstances set forth herein, the City shall permit the Developer to connect with the City's sanitary sewer system at such reasonably accessible and economically feasible locations as determined by the City.

7.4 The parties agree to cooperate fully in all matters concerning the development of the sanitary sewer and sanitary sewer system, including, but not limited to, securing of permits, implementation of augmentation plans and acquisition of all rights-of-way and easements. It is agreed that the obtaining of such rights-of-way and easements is the responsibility of the Developer.

7.5 The Developer shall be responsible for the removal and abandonment of the temporary lift stations. The City shall be responsible for the abandonment of the temporary forcemains. The pumping equipment and control panels shall be retained by the Developer.

SECTION 8

Approvals, Permits, Plans and Plan Amendments

8.1 The parties agree to cooperate (i) in application for new permits or the amendment of existing permits, (ii) in the adoption of new plans and in the amendment of existing plans or plans approved in connection herewith, or (iii) in obtaining any and all other necessary or desirable certificates or approvals so as to effectuate the provisions of this Agreement.

8.2 Plats and plans requiring signatures of City officials shall be executed and recorded subsequent to the approval by the City Council and satisfaction of any conditions identified on the plat, provided (i) said plat or plan has been executed by all other required parties, (ii) the required fees for such plat or plan have been paid, (iii) other ordinance requirements pertaining to such plat or plan are currently being satisfied by Developer, and (iv) requirements of any applicable subdivision improvement agreement relating to such plat or plan are currently being satisfied by Developer, and are not in default. All such recording, filing and requirements shall be pursuant to those applicable specifications and requirements as described in the Wisconsin Statutes.

SECTION 9

Park Land Dedication

9.1 In lieu of dedication, Developer shall pay \$300 per lot in accordance with Appleton Municipal Code Sec. 17-29. Payment shall be made before approval may be affixed to the Final Plat.

SECTION 10

Streets

10.1 All streets within the Development shall be public streets and developed to current City of Appleton standards.

10.2 The Developer shall be responsible for design, permitting and construction of the bridges over Apple Creek. The City shall reimburse the Developer actual costs for the bridges in total not to exceed \$120,000 for each bridge.

10.3 Property owners shall install 5-foot sidewalk/10-foot sidepath within six months of issuance of certificate of use and occupancy permit. The City shall contribute \$80,000 towards the 10-foot sidepath.

10.4 The City shall work with the County to construct turn and by-pass lanes as required by Outagamie County. Costs associated with turn and by-pass lanes to be borne by City (estimated cost \$115,000).

SECTION 11

Stormwater

11.1 The Developer shall bear all costs associated with wetland delineation, stormwater management plans, erosion control plans, modeling, permitting, etc. to serve the Development.

11.2 The City shall accept responsibility for all detention ponds within the Land utilized in the storm water management plan conditioned upon being built to City's standards, and compliance with a maintenance manual, prepared by the Developer, for each detention pond. The City shall determine if each pond has been built to City's standards, and such standards shall include the establishment of self-sustaining native vegetation. Each pond shall be constructed

with a minimum ten-foot (10') buffer for access between the top of the pond slope and the adjacent property line.

SECTION 12

Annual Tax Guarantee

12.1 The City agrees to uniformly apply tax assessment procedures and practices with respect to the property and the Development in accordance with state law regarding property tax assessments. Notwithstanding the foregoing, Developer shall pay to the City the minimum real estate tax payment for the years and in accordance with the formula as set forth below. It is the intent of this provision that the Developers Minimum Real Estate Tax Payment shall be in such an amount as will fully amortize the City's \$1,690,000 contribution to the project over a 5-year period commencing with tax payments made in 2025, for the tax year 2024, and ending with the year 2032, for tax year 2031. The guaranteed value, for the purposes of this Agreement, is to be \$27,000,000.

12.2 The Minimum Real Estate Tax Payment shall be paid in the following manner: Commencing with the 2025 calendar year (for the tax year 2024) and for each calendar year thereafter to 2032, the Developer shall pay to the City the deficit, if any, between the amount of property taxes generated by the development and the amount of property taxes generated based on a \$27,000,000 assessed value (Minimum Real Estate Payment). If the amount of the actual real estate tax payments exceeds the Minimum Real Estate Tax Payment, no additional payment shall be due from Developer.

12.3 By August 15, starting with calendar year 2025, the City shall provide Developer with: (1) an itemization of the actual real estate tax payments received from the Development, and (2) a calculation in the amount, if any, by which the Minimum Real Estate Tax payment for

the Development for such calendar year exceeds the actual real estate tax payment allocable to the Development for the preceding calendar year. If for any given calendar year the Minimum Real Estate tax Payment exceeds the actual real estate tax payment, developer shall pay the amount of such excess to the City. If the amount of the actual real estate tax payment exceeds the Minimum Real Estate Tax Payment, no additional payment shall be due from Developer.

SECTION 13

Performance of Obligations – Remedies

13.1 Developer is entering into this Agreement and undertaking the obligations imposed upon the Developer herein contained in reliance upon the City’s supplying of sewer and water service to the Development as previously outlined herein including, but not limited, to as set forth in Exhibit C and Exhibit D. Performance of the obligations of the Developer hereunder is expressly conditioned upon the Developer being permitted by the City to develop the Land in substantial conformity with *Exhibit E*, as Land is acquired by the Developer and/or an entity controlled by the managing partner of the Developer and providing necessary infrastructure and services utilizing the water and sewer systems of the City.

13.2 It is understood and agreed by the parties hereto that the remedies provided in this Section and Agreement are not exclusive, and that the parties hereto shall have all available remedies in law or equity, including, but not limited to, specific performance and injunctive relief.

13.3 The Developer has agreed to enter into this Agreement in reliance on (i) the Master Development Plan for the “Land” being mutually agreed upon by the parties, and (ii) the City providing sewer and water service to the Development site as previously indicated.

SECTION 14

Notices

14.1 All notices, statements and other communications given hereunder shall be made in writing by personal delivery or by mailing the same by certified mail, return receipt requested, or by next day express delivery, addressed to the other as aforesaid, and the date of such personal delivery the next day if any express delivery, or the date five (5) days after such mailing shall be deemed the date on which such notice is effective. Except as otherwise specified herein, all notices sent to the City hereunder shall be directed to the attention of the Mayor.

CITY: Kami Lynch, City Clerk
City of Appleton
100 North Appleton Street
Appleton, WI 54911-4799
Telephone: 920/832-6443
Facsimile: 920/832-5823

With a copy to: James P. Walsh, City Attorney
City of Appleton
100 North Appleton Street
Appleton, WI 54911-4799
Telephone: 920/832-6423
Facsimile: 920/832-5962

DEVELOPER: Apple Tree Appleton Four, LLC
Attn:

With a copy to:

14.2 In addition to the notices hereinabove required, City agrees to notify Developer, pursuant to the provisions of this Section, of any action contemplated by the City which would materially affect the provisions set forth in this Agreement.

SECTION 15

Binding Effect

15.1 This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

15.2 This Agreement is binding and runs with the land.

15.3 This Agreement may be amended only by mutual agreement of the parties.

15.4 This Agreement is contingent upon the property being annexed to the city of Appleton.

SECTION 16

Approval of Common Council

16.1 This Agreement was considered by the Common Council at their regular meeting held on _____, 2018, and approved by a vote of ____ for and ____ against.

DONE AND SIGNED this ____ day of _____, 2018, at Appleton, Wisconsin.

[SIGNATURES BEGIN ON NEXT PAGE]

APPLE TREE APPLETON FOUR, LLC

By: _____
Printed Name: _____
Title: _____

By: _____
Printed Name: _____
Title: _____

STATE OF WISCONSIN)
 : ss.
_____ COUNTY)

Personally came before me this ____ day of _____, 2018,
_____ and _____, to me known to
be the persons who executed the foregoing instrument and acknowledged the same in the
capacity and for the purposes therein intended.

Printed Name: _____
Notary Public, State of Wisconsin
My commission is/expires: _____
City Law: A18-0513 Last Update: 09/28/2018



WAIVER OF SPECIAL ASSESSMENT NOTICES AND HEARING
UNDER S. 66.0703 WISCONSIN STATUTES.

The undersigned owner(s) of property benefited by the following proposed public improvement to be made by the City of Appleton, Outagamie-Calumet-Winnebago County, Wisconsin, to wit:

The undersigned owner(s) of property benefited by the above proposed public improvement to be made by the City of Appleton, Outagamie-Calumet-Winnebago County, Wisconsin, in consideration of the construction of said improvement will benefit our property and consent to the levying of special assessments against our premises under S. 66.0703 of the Wisconsin Statutes, for the cost of such improvement.

In accordance with S. 66.0703 (7) of the Wisconsin Statutes, I/we hereby waive all special assessment notices and hearings required by S. 66.0703 (7), and I /we hereby further agree and admit that my (our) property is specially benefited by the above described municipal work or improvement as contemplated by Sec. 66.0703(7) Wisconsin Statutes.

Street Address _____ Signature of Owner _____ Date _____

////////////////////////////////////

OFFICE USE ONLY

FIELD NOTES:

Unit No. _____ Inspector/Surveyor Name _____
Date sidewalk/apron marked _____

Total amount of sidewalk to be replaced _____

Of that total, what amount is due to tree damage _____

Apron: Type of existing surface _____ Size of existing apron _____

Date given to Field Supervisor _____

Date returned to office _____

Exhibit D

Apple Tree Development - Schedule

9/27/2018

| TASK | 2018 | 2019 | 2020 | 2021 | 2022 | City Contribution | |
|--|----------|----------|----------|----------|----------|----------------------|------------|
| Developer hires consultant | X | | | | | \$ - | |
| Developer initiates wetland delineation | X | | | | | \$ - | |
| Developer annexes property, designs subdivision, plats, drainage plan, stormwater management, permitting, etc. | X | | | | | \$ - | |
| Development Agreement to Council | X | | | | | \$ - | |
| Developer designs lift stations/force mains | X | | | | | \$ - | |
| Developer installs temporary lift stations and forcemains | X | | | | | \$ 175,000 | |
| Developer constructs Phase I infrastructure | X | | | | | \$ - | |
| Developer loops watermain | X | | | | | \$ 80,000 | \$ 255,000 |
| <hr/> | | | | | | | |
| Developer designs and permits bridge structure #1 | | X | | | | \$ - | |
| Developer constructs bridge #1 | | X | | | | \$ 120,000 | |
| Developer completes grade & gravel | | X | | | | \$ - | |
| City constructs turn and by-pass lanes | | X | | | | \$ 115,000 | |
| City share of 10-foot trail/sidewalk | | X | | | | \$ 40,000 | |
| City share of 12" watermain | | X | | | | \$ 40,000 | |
| City installs temporary asphalt Phase I | | X | | | | \$ 265,500 | \$ 580,500 |
| <hr/> | | | | | | | |
| Developer constructs Phase II | | | X | | | \$ - | |
| Developer designs and permits bridge structure #2 | | | X | | | | |
| Developer constructs bridge #2 | | | X | | | \$ 120,000 | |
| City share of 10-foot trail/sidewalk | | | X | | | \$ 40,000 | |
| City share of 12" watermain | | | X | | | \$ 40,000 | |
| City installs temporary asphalt Phase II | | | X | | | \$ 177,000 | \$ 377,000 |
| <hr/> | | | | | | | |
| Developer constructs Phase III | | | | X | | \$ - | |
| City installs temporary asphalt Phase III | | | | | X | \$ 90,000 | |
| Additional contribution upon completion of Phase III | | | | | X | \$ 387,500 | \$ 477,500 |
| <hr/> | | | | | | | |

Total City Contribution

\$ 1,690,000

DEVELOPMENT AGREEMENT

THIS AGREEMENT is made by and between the CITY OF APPLETON, a Wisconsin municipal corporation (hereinafter referred to as “the City”) and APPLE TREE APPLETON FOUR, LLC, (hereinafter called “Developer”).

WITNESSETH:

WHEREAS, certain lands known as Apple Ridge Development (hereinafter defined below as the “Land”) are located in proximity to the City and are in the City’s future growth area; and

WHEREAS, each of the City and the Developer desire to set forth their respective duties and responsibilities with respect to the development of the Land.

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties agree as follows:

SECTION 1

Definitions

1.1 “Developer” shall mean Apple Tree Appleton Four, LLC, its successor, assigns, and/or designees.

1.2 “Development Control” shall mean the comprehensive supervision of construction of all Public Improvements within an Administrative Project Area as such supervision is necessary to insure conformity with the provisions of this Agreement. Development Control shall be exercised by the Developer, in accordance with all applicable state, federal laws and City ordinances, however the Developer shall have discretion on the selection of those contractors who perform such work within the scope of such ordinances. All construction of public improvements performed by the Developer shall be constructed according

to City standards. Construction of Public Improvements shall be inspected and approved by City employees.

1.3 The “Land” shall mean that real property described in *Exhibit A* attached to this Agreement.

1.4 “Off-Site” shall mean those Public Improvements which are outside the boundaries of the Land except for those Public Improvements which abut or are adjacent to the Land.

1.5 “Public Improvements” shall mean streets, curbs, gutters, sidewalks, bridges, culverts, drainage structures, stormwater ponds, water and sewer facilities, pumps, pump houses, lift stations, transmission and service lines, manholes, fire hydrants, traffic and street signs, street lighting, and other such improvements which are to be dedicated to the City for public use as required in either this Agreement or subsequent agreements entered into between the City and the Developer as well as ordinances of the City, which are applicable City-wide and not just to the Land; however, standards regarding parks and common ground dedicated to the City by the Owner Developer may have restrictions and standards which vary and/or may be more restrictive than the ordinances of the City, if agreeable to both parties hereto.

1.6 The “City” shall mean that Wisconsin home rule municipal corporation now known as the City of Appleton, Wisconsin, and shall include any successor entity to said municipal corporation.

1.7 “Lot” shall mean any platted lot or lot designated by Certified Survey Map within the Land which is designated for residential use.

1.8 “Homeowner” shall mean the owner of any Lot which shall or does utilize the Lot as the site of their family residence.

SECTION 2

Approving and Organizational Documents

2.1 The City has approved, or the City agrees to the extent provided herein, to approve and to subsequently execute where appropriate, the following:

(a) A resolution approving the execution of this agreement;

(b) The following shall be included therein as enforceable terms with the Developer being a beneficiary in these provisions: (a) the Land shall be permitted to be improved (including, but not limited to, landscaping and buildings) pursuant to the ordinances of the City; (b) the width of the dedicated roadways within the Land shall meet City requirements, which will be determined at time of platting; (c) City shall accept fee title, at the City's sole discretion, to the outlots indicated on the approved Final Plat designated as outlots for storm water ponds only (on a phase by phase basis subject to minor revisions by the Developer). The Developer shall deed title to all ponds within the Land, necessary for stormwater, to the City upon completion of construction and approval by City.

2.2 All of the above documents described in Section 2.1 shall be collectively referred to herein as the "Approving and Organizational Documents".

2.3 **Ponds.** Maintenance. Maintenance of the ponds and the landscaped perimeter within the outlots shall be the responsibility of the City. The parties recognize that the City's primary interest in the ponds is for the pond's use as regional stormwater retention facilities. Upon acceptance of said ponds by the City, the City shall be owner of the ponds and Developer will be able to drain stormwater into said ponds.

SECTION 3

Public Improvements and Assessments

3.1 Except for items identified in Exhibit C City Costs (non-assessable per Development Agreement) and City Costs (assessable), the Developer shall be responsible for the installation of the following in the Proposed Development, to the standards set forth by the City and pursuant to Section 4 below:

- (a) Sanitary sewer mains, manholes and laterals;
- (b) Water mains, valves, hydrants, hydrant leads, fittings, and services;
- (c) Storm sewer mains, manholes, catch basins, inlet leads, overland flow paths, yard drains, stormwater ponds and associated piping and laterals;
- (d) Storm water facilities necessary to meet storm water management requirements for the development;
- (e) Street excavation and graveling, terrace seeding, lot filling, grading and seeding and all associated construction site erosion control measures;
- (f) Street lights;
- (g) Temporary lift stations, forcemains and electrical services to the stations to serve the development; and
- (h) All other infrastructure required for development not specifically set forth in this agreement.

3.2 The Developer shall provide an estimate for items 3.1(a) – 3.1(h) prior to the installation of the items.

3.3 The Developer shall provide a fully executed and signed *Waiver of Special Assessment Notices and Hearing* in **Exhibit B**, acknowledging consent to pay Special

Assessment levied by the City for the following items to be furnished and/or installed by the City:

- (a) City administrative fees (plan review, inspections, etc.);
- (b) Sanitary Sewer Area Assessment;
- (c) Connection fees for watermain in Ballard Road as applicable;
- (d) Televising of sanitary and storm sewer lines;
- (e) Street Name Signs;
- (f) Traffic Control Signs;
- (g) Concrete Pavement abutting lots owned by the Developer at the time of concrete paving;
- (h) Sidewalks/sidepaths installed on lots owned by the Developer at the time of concrete paving.

An estimate of up-front City costs and associated special assessments to be paid by the Developer for items 3.3(a) – 3.3(h) is attached hereto at *Exhibit C*. The actual final costs for items 3.3(a) – 3.3(h) will be used as the basis for the amount of the special assessments billed to the Developer.

3.4 The Developer anticipates developing the land in three phases. Costs for the Sanitary Sewer Area Assessment shall be assessed to the Developer in three equal phases. Connection fees for watermain in Ballard Road shall be assessed as applicable with Phase 1 of the development. Said assessments shall be assessed as each plat is approved for each phase of the development.

3.5 The Developer shall provide the City with copies of all final costs, invoices, labor costs, the contract documents and specifications, design documentation, all contract

administration supporting documentation, an itemized list of all expenses for the installation of sanitary sewer, sanitary lift stations, forcemains, storm sewer, water main, service laterals, street excavation and graveling, and street lights for the Proposed Development. Said information provided by Developer shall meet City's Infrastructure Adjustment Form requirements. The Developer's design engineer, or alternative licensed surveyor shall perform the construction staking and the City shall inspect the same.

3.6 The Developer's contractor shall perform the testing of the water main, sanitary sewer, storm sewer and compaction of fill material placed in future roadway areas of the Proposed Development under the supervision of City of Appleton inspectors.

3.7 The Developer shall provide lien waivers to the City from prime contractor, subcontractors, suppliers and consultants within 60 days of the installation of the items in Section 3.1.

3.8 The Developer agrees to convey by deed or dedication to the City all the streets, roads, courts, avenues, drives, public ways, and storm water facilities in the Proposed Development. Developer further agrees to convey any public access ways by dedication or easement to the City. All public improvements contemplated in the final plat shall be constructed within areas to be dedicated to the City either by deed, dedication or easement as contemplated in the final plat and this agreement.

3.9 The Developer shall establish a level loop on the hydrant(s) in the Proposed Development and a copy of all benchmarks shall be provided to the City.

3.10 The City agrees to accept the dedication of all the Public Improvements in the Proposed Development, whether by deed, dedication or easement subject to the City's

Acceptance of the Public Improvements in accordance with and subject to the terms of the City's Subdivision Ordinance.

3.11 The Developer shall repair or replace, as directed by the City and to the City's satisfaction, at its own cost, any damage caused to City property by the installation of the improvements in the Proposed Development, which shall be completed within six (6) months notification by the City to the Developer of the need to repair or replace such damage.

3.12 In recognition of the environmental challenges of this site resulting in lower density development, the City agrees to waive the special assessment fee for temporary asphalt (estimated cost of \$532,500) for the Development. The City also agrees to an additional contribution of \$387,500 towards infrastructure upon completion of Phase III.

3.13 Concrete streets shall be installed on a street-by-street basis only after 90% of the lots have been issued building permits on each street or after a 7-year period from the date of official street opening, whichever comes first.

3.14 The schedule for the Proposed Development is set forth in Exhibit D shall be as follows:

(a) Unless otherwise approved by the City, infrastructure installation may commence after City approval of the Final Plat, Drainage Plan, Established Grades, Storm Water Management Plan, Construction Plans, Construction Specifications and procurement of all necessary City and Regulatory Agency permits.

(b) Building permits may be issued upon City approval and acceptance of all infrastructure. Streets must be officially opened to the public by the City Engineer prior to the issuance of building permits.

SECTION 4

Dedication and Warranty of Public Improvements

4.1 The Developer shall install and dedicate Public Improvements outside the Land, as are necessary to serve the Land. All public construction within the territory of the Development shall be dedicated in the manner specified by the City. The Developer shall be responsible to obtain any easements or dedications necessary for the installation of all required public utilities, including, but not limited to, sanitary sewer and water. In addition, the Developer shall be responsible to obtain any floodplain easements that may result from any increases in FEMA floodplain elevation. The parties agree to cooperate with all normal and necessary private utilities including, but not limited to, electricity, natural gas, telephone, and cable television by allowing them to utilize the easements, consistent with the needs of the other respective easement holders, for the installation and maintenance of their respective utilities. Public utilities within the Development Area shall be constructed at the expense of the Developer and without obligation of the City. All public improvements shall be constructed according to engineering plans and specifications approved by the City.

4.2 The City shall be responsible for future public improvements in Lightning Drive to ultimately serve the Development with gravity sewer.

4.3 The City shall accept for continual maintenance all Public Improvements and such other improvements which are mutually agreed to be constructed and dedicated to the public, as soon as the same are located within the Land and built to City standards.

4.4 Once agreed to by the City and the Developer, the plans and specifications for Public Improvements shall not be amended except by written change orders, pursuant to mutual

agreement. No change order for Public Improvements shall be made without prior written approval of the City, which approval shall not be unreasonably withheld.

4.5 Public Improvements within the Development may be constructed in phases, subject to prior approval by the City. Once the construction of improvements is completed, tested, and approved for any distinct portion of a phase the Developer may obtain building permits for that portion of said phase, provided such construction is pursuant to a City-approved construction phasing schedule.

4.6 The City shall install non-assessable and assessable public improvements identified respectfully in Exhibit C as “City Costs (non-assessable per Development Agreement)” and “City Costs (assessable)” pursuant to this agreement based on the schedule depicted in *Exhibit D* unless a modification is mutually agreed upon by both parties.

SECTION 5

Final Acceptance of Public Improvements

5.1 Final approval of the Public Improvements constructed within the Development, shall be obtained from the Director of Public Works or their designee.

5.2 Public Improvements which are to be constructed in phases shall be finally accepted in such phases.

SECTION 6

Water and Water Related Public Improvements

6.1 The Developer shall furnish a looped watermain to the boundary of the Land through Ridgehaven Lane. The City shall reimburse the Developer the actual cost to install the looped watermain not to exceed \$80,000. The Developer shall be solely responsible for the installation of utility improvements to provide water service to and within the Land including

any oversizing that may be required for the overall distribution system as determined by the Department of Public Works. The City shall contribute \$80,000 for the upsizing of 8” watermain to 12” watermain.

All plans and specifications for the design of the infrastructure and water improvements within the boundaries of the Land shall be subject to the approval of the City’s Department of Public Works prior to the beginning of construction. Such approval shall not be unreasonably withheld.

6.2 In instances where this Agreement, or the ordinances of the City or the rules and regulations of the City do not set forth criteria for particular uses for the water supplied to the Land by the City, the criteria for uses may be proposed by Developer subject to the City’s approval utilizing generally accepted criteria, which approval shall not be unreasonably withheld.

6.3 The parties agree to cooperate fully in all matters concerning the development of the water system, including, but not limited to, securing of permits, implementation of augmentation plans and acquisition of all rights-of-way and easements necessary for such water system. It is agreed that the obtaining of such rights-of-way and easements outside the boundary of the Land is the responsibility of the City whether by voluntary agreement or condemnation. It is further agreed that providing of such rights-of-way and easements is the responsibility of the Developer within the boundaries of the Land.

SECTION 7

Sanitary Sewer

7.1 The City agrees that it shall provide such sewer utilities improvements, in Lightning Drive, up to the Land as may be required recouping the cost of same through normal

City assessment procedures. The Developer shall be solely responsible for providing sanitary sewer infrastructure on the Land including installation of any oversize sewer that may be required for the overall collection system as determined by the Department of Public Works.

7.2 The Developer shall provide temporary lift stations and forcemains and any necessary relocation of these facilities until the City provided gravity system is installed. The Developer shall be solely responsible for all costs related to the installation of sanitary sewer, temporary lift stations and temporary forcemains, within the Development. The City shall reimburse the Developer actual costs for the temporary lift stations, forcemains and relocations not to exceed \$175,000. All plans and specifications for the design of the infrastructure and sanitary sewer improvements within the boundaries of the Development shall be subject to the approval of the City's Department of Public Works prior to the beginning of construction.

7.3 Under any of the circumstances set forth herein, the City shall permit the Developer to connect with the City's sanitary sewer system at such reasonably accessible and economically feasible locations as determined by the City.

7.4 The parties agree to cooperate fully in all matters concerning the development of the sanitary sewer and sanitary sewer system, including, but not limited to, securing of permits, implementation of augmentation plans and acquisition of all rights-of-way and easements. It is agreed that the obtaining of such rights-of-way and easements is the responsibility of the Developer.

7.5 The Developer shall be responsible for the removal and abandonment of the temporary lift stations. The City shall be responsible for the abandonment of the temporary forcemains. The pumping equipment and control panels shall be retained by the Developer.

SECTION 8

Approvals, Permits, Plans and Plan Amendments

8.1 The parties agree to cooperate (i) in application for new permits or the amendment of existing permits, (ii) in the adoption of new plans and in the amendment of existing plans or plans approved in connection herewith, or (iii) in obtaining any and all other necessary or desirable certificates or approvals so as to effectuate the provisions of this Agreement.

8.2 Plats and plans requiring signatures of City officials shall be executed and recorded subsequent to the approval by the City Council and satisfaction of any conditions identified on the plat, provided (i) said plat or plan has been executed by all other required parties, (ii) the required fees for such plat or plan have been paid, (iii) other ordinance requirements pertaining to such plat or plan are currently being satisfied by Developer, and (iv) requirements of any applicable subdivision improvement agreement relating to such plat or plan are currently being satisfied by Developer, and are not in default. All such recording, filing and requirements shall be pursuant to those applicable specifications and requirements as described in the Wisconsin Statutes.

SECTION 9

Park Land Dedication

9.1 In lieu of dedication, Developer shall pay \$300 per lot in accordance with Appleton Municipal Code Sec. 17-29. Payment shall be made before approval may be affixed to the Final Plat.

SECTION 10

Streets

10.1 All streets within the Development shall be public streets and developed to current City of Appleton standards.

10.2 The Developer shall be responsible for design, permitting and construction of the bridges over Apple Creek. The City shall reimburse the Developer actual costs for the bridges in total not to exceed \$120,000 for each bridge.

10.3 Property owners shall install 5-foot sidewalk/10-foot sidepath within six months of issuance of certificate of use and occupancy permit. The City shall contribute \$80,000 towards the 10-foot sidepath.

10.4 The City shall work with the County to construct turn and by-pass lanes as required by Outagamie County. Costs associated with turn and by-pass lanes to be borne by City (estimated cost \$115,000).

SECTION 11

Stormwater

11.1 The Developer shall bear all costs associated with wetland delineation, stormwater management plans, erosion control plans, modeling, permitting, etc. to serve the Development.

11.2 The City shall accept responsibility for all detention ponds within the Land utilized in the storm water management plan conditioned upon being built to City's standards, and compliance with a maintenance manual, prepared by the Developer, for each detention pond. The City shall determine if each pond has been built to City's standards, and such standards shall include the establishment of self-sustaining native vegetation. Each pond shall be constructed

with a minimum ten-foot (10') buffer for access between the top of the pond slope and the adjacent property line.

SECTION 12

Annual Tax Guarantee

12.1 The City agrees to uniformly apply tax assessment procedures and practices with respect to the property and the Development in accordance with state law regarding property tax assessments. Notwithstanding the foregoing, Developer shall pay to the City the minimum real estate tax payment for the years and in accordance with the formula as set forth below. It is the intent of this provision that the Developers Minimum Real Estate Tax Payment shall be in such an amount as will fully amortize the City's \$1,690,000 contribution to the project over a 5-year period commencing with tax payments made in 2025, for the tax year 2024, and ending with the year 2032, for tax year 2031. The guaranteed value, for the purposes of this Agreement, is to be \$27,000,000.

12.2 The Minimum Real Estate Tax Payment shall be paid in the following manner: Commencing with the 2025 calendar year (for the tax year 2024) and for each calendar year thereafter to 2032, the Developer shall pay to the City the deficit, if any, between the amount of property taxes generated by the development and the amount of property taxes generated based on a \$27,000,000 assessed value (Minimum Real Estate Payment). If the amount of the actual real estate tax payments exceeds the Minimum Real Estate Tax Payment, no additional payment shall be due from Developer.

12.3 By August 15, starting with calendar year 2025, the City shall provide Developer with: (1) an itemization of the actual real estate tax payments received from the Development, and (2) a calculation in the amount, if any, by which the Minimum Real Estate Tax payment for

the Development for such calendar year exceeds the actual real estate tax payment allocable to the Development for the preceding calendar year. If for any given calendar year the Minimum Real Estate tax Payment exceeds the actual real estate tax payment, developer shall pay the amount of such excess to the City. If the amount of the actual real estate tax payment exceeds the Minimum Real Estate Tax Payment, no additional payment shall be due from Developer.

SECTION 13

Performance of Obligations – Remedies

13.1 Developer is entering into this Agreement and undertaking the obligations imposed upon the Developer herein contained in reliance upon the City’s supplying of sewer and water service to the Development as previously outlined herein including, but not limited, to as set forth in Exhibit C and Exhibit D. Performance of the obligations of the Developer hereunder is expressly conditioned upon the Developer being permitted by the City to develop the Land in substantial conformity with *Exhibit E*, as Land is acquired by the Developer and/or an entity controlled by the managing partner of the Developer and providing necessary infrastructure and services utilizing the water and sewer systems of the City.

13.2 It is understood and agreed by the parties hereto that the remedies provided in this Section and Agreement are not exclusive, and that the parties hereto shall have all available remedies in law or equity, including, but not limited to, specific performance and injunctive relief.

13.3 The Developer has agreed to enter into this Agreement in reliance on (i) the Master Development Plan for the “Land” being mutually agreed upon by the parties, and (ii) the City providing sewer and water service to the Development site as previously indicated.

SECTION 14

Notices

14.1 All notices, statements and other communications given hereunder shall be made in writing by personal delivery or by mailing the same by certified mail, return receipt requested, or by next day express delivery, addressed to the other as aforesaid, and the date of such personal delivery the next day if any express delivery, or the date five (5) days after such mailing shall be deemed the date on which such notice is effective. Except as otherwise specified herein, all notices sent to the City hereunder shall be directed to the attention of the Mayor.

CITY: Kami Lynch, City Clerk
City of Appleton
100 North Appleton Street
Appleton, WI 54911-4799
Telephone: 920/832-6443
Facsimile: 920/832-5823

With a copy to: James P. Walsh, City Attorney
City of Appleton
100 North Appleton Street
Appleton, WI 54911-4799
Telephone: 920/832-6423
Facsimile: 920/832-5962

DEVELOPER: Apple Tree Appleton Four, LLC
Attn:

With a copy to:

14.2 In addition to the notices hereinabove required, City agrees to notify Developer, pursuant to the provisions of this Section, of any action contemplated by the City which would materially affect the provisions set forth in this Agreement.

SECTION 15

Binding Effect

15.1 This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

15.2 This Agreement is binding and runs with the land.

15.3 This Agreement may be amended only by mutual agreement of the parties.

15.4 This Agreement is contingent upon the property being annexed to the city of Appleton.

SECTION 16

Approval of Common Council

16.1 This Agreement was considered by the Common Council at their regular meeting held on _____, 2018, and approved by a vote of ____ for and ____ against.

DONE AND SIGNED this ____ day of _____, 2018, at Appleton, Wisconsin.

[SIGNATURES BEGIN ON NEXT PAGE]

APPLE TREE APPLETON FOUR, LLC

By: _____
Printed Name: _____
Title: _____

By: _____
Printed Name: _____
Title: _____

STATE OF WISCONSIN)
 : ss.
_____ COUNTY)

Personally came before me this ____ day of _____, 2018,
_____ and _____, to me known to
be the persons who executed the foregoing instrument and acknowledged the same in the
capacity and for the purposes therein intended.

Printed Name: _____
Notary Public, State of Wisconsin
My commission is/expires: _____
City Law: A18-0513 Last Update: 09/28/2018

Exhibit D

Apple Tree Development - Schedule

9/27/2018

| TASK | 2018 | 2019 | 2020 | 2021 | 2022 | City Contribution | |
|--|------|------|------|------|------|-------------------|------------|
| Developer hires consultant | X | | | | | \$ - | |
| Developer initiates wetland delineation | X | | | | | \$ - | |
| Developer annexes property, designs subdivision, plats, drainage plan, stormwater management, permitting, etc. | X | | | | | \$ - | |
| Development Agreement to Council | X | | | | | \$ - | |
| Developer designs lift stations/force mains | X | | | | | \$ - | |
| Developer installs temporary lift stations and forcemains | X | | | | | \$ 175,000 | |
| Developer constructs Phase I infrastructure | X | | | | | \$ - | |
| Developer loops watermain | X | | | | | \$ 80,000 | \$ 255,000 |
| <hr/> | | | | | | | |
| Developer designs and permits bridge structure #1 | | X | | | | \$ - | |
| Developer constructs bridge #1 | | X | | | | \$ 120,000 | |
| Developer completes grade & gravel | | X | | | | \$ - | |
| City constructs turn and by-pass lanes | | X | | | | \$ 115,000 | |
| City share of 10-foot trail/sidewalk | | X | | | | \$ 40,000 | |
| City share of 12" watermain | | X | | | | \$ 40,000 | |
| City installs temporary asphalt Phase I | | X | | | | \$ 265,500 | \$ 580,500 |
| <hr/> | | | | | | | |
| Developer constructs Phase II | | | X | | | \$ - | |
| Developer designs and permits bridge structure #2 | | | X | | | | |
| Developer constructs bridge #2 | | | X | | | \$ 120,000 | |
| City share of 10-foot trail/sidewalk | | | X | | | \$ 40,000 | |
| City share of 12" watermain | | | X | | | \$ 40,000 | |
| City installs temporary asphalt Phase II | | | X | | | \$ 177,000 | \$ 377,000 |
| <hr/> | | | | | | | |
| Developer constructs Phase III | | | | X | | \$ - | |
| City installs temporary asphalt Phase III | | | | | X | \$ 90,000 | |
| Additional contribution upon completion of Phase III | | | | | X | \$ 387,500 | \$ 477,500 |
| <hr/> | | | | | | | |

Total City Contribution

\$ 1,690,000

94-18

AN ORDINANCE AMENDING SECTION 19-86 OF CHAPTER 19 OF THE MUNICIPAL CODE OF THE CITY OF APPLETON, RELATING TO PARKING RESTRICTIONS.

(Municipal Services Committee 10/03/2018)

The Common Council of the City of Appleton does ordain as follows:

Section 1: That Section 19-86 of Chapter 19 of the Municipal Code of the City of Appleton, relating to parking restrictions, is hereby created as follows. This ordinance supersedes and repeals any conflicting ordinance regarding parking in the designated area.

Parking be prohibited on Conkey Street from Northland Avenue (CTH “OO”) to a point 375 feet south of Northland Avenue.

Section 2: This ordinance shall be in full force and effect from and after its passage and publication, and upon its passage and publication, the Traffic Engineer is authorized and directed to make the necessary changes in the Parking District Map in accordance with this Ordinance.

95-18

AN ORDINANCE AMENDING SECTION 19-5 OF CHAPTER 19 OF THE MUNICIPAL CODE OF THE CITY OF APPLETON, RELATING TO THE ERECTION OF OFFICIAL TRAFFIC SIGNS AND SIGNALS.

(Municipal Services Committee 10/03/2018)

The Common Council of the City of Appleton does ordain as follows:

Section 1: That Section 19-5 of Chapter 19 of the Municipal Code of the City of Appleton, relating to the erection of official traffic signs and signals, is hereby amended as follows:

REMOVE STOP SIGNS AND INSTALL A TRAFFIC SIGNAL:

Intersection of Conkey Street at Northland Avenue (CTH “OO”)

Section 2: This Ordinance shall be in full force and effect from and after its passage and publication, and upon its passage and publication, the Traffic Engineer is authorized and directed to erect and maintain the appropriate standard traffic signs, signals and markings, giving notice of the provisions of this Ordinance.

96-18

AN ORDINANCE AMENDING SECTION 20-239 OF CHAPTER 20 OF THE MUNICIPAL CODE OF THE CITY OF APPLETON, RELATING TO METHOD OF APPEAL.

(Utilities Committee – 10/03/2018)

The Common Council of the City of Appleton does ordain as follows:

Section 1: That Section 20-239 of Chapter 20 of the Municipal Code of the City of Appleton, relating method of appeal, is hereby amended to read as follows:

Sec. 20-239. Method of appeal.

- (a) The Stormwater Utility charge may be appealed as follows:
 - (1) A written appeal shall be filed with the City Clerk prior to the utility charge due date; or
 - (2) Within thirty (30) days of payment, a written challenge to the stormwater charge must be filed with the City Clerk on behalf of the customer, specifying all bases for the challenge and the amount of the stormwater charge the customer asserts is appropriate. Failure to file a challenge within thirty (30) days of payment waives all rights to later challenge the charge.
- (b) The committee of jurisdiction will determine whether the stormwater charge is fair and reasonable, or whether a refund is due the customer. The committee may act with or without a hearing, and will inform the customer in writing of its decision.
- (c) The customer has thirty (30) days from the decision of the committee to file a written appeal to the Common Council.

(d) If the Council or the committee determine that a refund is due the customer, the refund will be applied as a credit on the customer's next quarterly stormwater billing, if the refund will not exceed the customer's next quarterly stormwater billing, or will be refunded at the discretion of the Director of Finance.

(e) The period for determining a refund pursuant to this section shall be limited to up to the customer's prior four (4) quarters of stormwater billings.

Section 2: This ordinance shall be in full force and effect from and after its passage and publication.