



# City of Appleton

100 North Appleton Street  
Appleton, WI 54911-4799  
[www.appleton.org](http://www.appleton.org)

## Meeting Agenda - Final Finance Committee

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Monday, September 21, 2020

5:30 PM

Council Chambers, 6th Floor

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1. Call meeting to order

2. Roll call of membership

3. Approval of minutes from previous meeting

[20-1213](#) Finance Committee minutes from September 2, 2020 and September 16, 2020

**Attachments:** [MeetingMinutes02-Sep-2020-09-31-15.pdf](#)

[4218 M Finance Committee 16-Sept-2020 Meeting Minutes.pdf](#)

4. **Public Hearings/Apearances**

5. **Action Items**

[20-1214](#) Request to approve Third Addition to Clearwater Creek Development Agreement

**Attachments:** [Clearwater Creek Development Agreement.pdf](#)

[20-1223](#) Request to award the 2020 Wastewater Treatment Plant Asbestos Flooring Removal project to Cardinal Construction Co. Inc in the amount of \$38,797 with a contingency of 10% for a project total not to exceed \$42,677

**Attachments:** [2020 AWWTP Asbestos Flooring Project.pdf](#)

- [20-1224](#) Request to award the 2020 Fire Station #1 Bathroom Renovation project to Miron Construction Co. Inc in the amount of \$182,257 with a contingency of 10% for a project total not to exceed \$200, 483 and the following 2020 budget adjustment:

**Facilities Management Capital Projects**

2020 Fire Station #6 Hardscapes Project	- \$50,000
2020 Fire Station #1 Bathroom Renovation Project	+\$50,000

to transfer funds between projects to allow for the meeting of current ADA codes

**Attachments:** [2020 Fire Station #1 Bathroom Remodel with Budget transfer.pdf](#)

- [20-1236](#) Request to approve Broadway Hills Estate (Phase 1) Development Agreement

**Attachments:** [Broadway Hills Estates DA.pdf](#)

- [20-1242](#) Request to award the 2020 Ionization HVAC project to Energy Control and Design, Inc for a sole-source contract not to exceed \$125,000

**Attachments:** [2020 Ionization - ECD.pdf](#)

**6. Information Items**

- [20-1215](#) Contract 46-20 was awarded to Great Lakes Mechanical Inc for \$39,969 with a contingency of \$3,000 for WWTP Filtrate Tank. Change orders were approved totaling \$3,695. Final contract amount is \$43,664. Payments issued to date total \$39,663.74. Request final payment of \$4,000

- [20-1218](#) Contract 104-19 was awarded to Cardinal Construction Co. Inc for the 2019 Pierce Park Playground Site Work project in the amount of \$250,467 with a contingency of \$24,000. Two change orders were issued in the amount of \$18,640 to add light fixtures for the playground and for extra base materials needed after encountering bad soils. Payments to date total \$67,417.59. Request to issue the final contract payment of \$201,689.37

[20-1226](#) Contract 47-18 was awarded to the Boldt Company for the 2018 Blue Parking Ramp Demolition project in the amount of \$1,998,000 with a contingency of 15%. One deduct change order was issued in the amount of \$10,681 bringing the final contract amount to \$1,987,319. Payments to date total \$1,809,387.54. Request to issue the final contract payment of \$177,930.96

[20-1237](#) Change Order No. 1 to contract 17-20, Unit U-19 North Edgewood Sanitary Lift Station, for a transformer upgrade, relocation of VFD to Generator room and additional stone backfill for sanitary trenching in the amount of \$12,500. This change order reduces contingency from \$40,000 to \$27,500. Overall contract amount remains unchanged

**Attachments:** [Unit U-19 Change Order No. 1.pdf](#)

[20-1238](#) Change Order No. 1 to contract 96-19, Unit Z-19 Sewer & Water - Spartan, Sommers, & Haymeadow, for adjustments based on final measured quantities, added sewer outfall cleaning and additional grading work in the amount of \$22,115. This change order reduces contingency from \$45,000 to \$22,885. Overall contract amount remains unchanged

**Attachments:** [Unit Z-19 Change Order No. 1.pdf](#)

[20-1243](#) September 15, 2020 Routes to Recovery Grant Expense Claims

**Attachments:** [9-15-20 Routes to Recovery Claims.pdf](#)

20-1244

The following 2020 Budget adjustments were approved by the Mayor and Finance Director in accordance with Policy:

**General Fund - Library**

Reimbursements - Friends of the Library	+\$34,000
Administration Expenses	+\$ 6,500
Childrens Services Expenses	+\$ 9,000
Public Service Expenses	+\$ 500
Community Partnership Expenses	+\$15,000
Materials Management Expenses	+\$ 3,000

to record funds received from the Friends of the Appleton Public Library

**Library Grants Special Revenue Fund**

ALA Build Business Grant	+\$21,573
Salaries and Wages	+\$ 2,600
Travel and Training	+\$ 600
Supplies	+\$ 5,300
Purchased Services	+\$13,073

to record the receipt of the ALA Build Business Grant

**General Fund - Fire**

Donations	+\$ 2,000
Miscellaneous Equipment	+\$ 2,000

to record donation from the WE Energies Foundation for the purchase of fire hose

**Reid Golf Course**

Donations	+\$ 700
Equipment	+\$ 700

to record donation for tee sponsorships

## 7. Adjournment

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

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

*For questions regarding this agenda, please contact Tony Saucerman at (920) 832-6440.*



# City of Appleton

100 North Appleton Street  
Appleton, WI 54911-4799  
[www.appleton.org](http://www.appleton.org)

## Meeting Minutes Finance Committee

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Wednesday, September 2, 2020

6:30 PM

Council Chambers, 6th Floor

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### SPECIAL

1. Call meeting to order

**Meeting called to order at 6:30pm**

2. Roll call of membership

**Present:** 4 - Lobner, Coenen, Meltzer and Siebers

**Excused:** 1 - Reed

3. Approval of minutes from previous meeting

[20-1097](#)

August 10, 2020 Finance Committee meeting minutes

**Attachments:** [MeetingMinutes10-Aug-2020-08-06-09.pdf](#)

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

**Aye:** 4 - Lobner, Coenen, Meltzer and Siebers

**Excused:** 1 - Reed

4. Public Hearings/Appearances

5. Action Items

[20-1107](#)

Request to approve Trail View South Development Agreement

**Attachments:** [Trail View South Development Agreement.pdf](#)

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

**Aye:** 4 - Lobner, Coenen, Meltzer and Siebers

**Excused:** 1 - Reed

[20-1141](#)

Request to award the "2020 MSB Exterior Masonry Improvements Project" contract to Cardinal Construction Co, Inc, in the amount of \$163,462 with a contingency of 10% for a project total not to exceed \$179,808 and approve the following related 2020 Budget amendment:

**Facilities Management Capital Projects Fund**

MSB Exterior Masonry Improvements Project	+\$60,000
MSB Insulate Cold Storage Bays Project	- \$60,000

to provide additional funding for the MSB masonry project (2/3 vote of Common Council required)

**Attachments:**     [2020 MSB Exterior Masonry Improvements with Budget Transfer.pdf](#)

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

**Aye:** 4 - Lobner, Coenen, Meltzer and Siebers

**Excused:** 1 - Reed

## 6. Information Items

[20-1098](#)

Contract 55-20 was awarded to J.F. Ahern Co for the 2020 Park Pavilion HVAC Upgrades project in the amount of \$68,900 with a contingency of \$1,100. No change orders issued. Payments to date total \$63,450.50. Request to issue the final contract payment of \$5,449.50

**This contract was presented**

[20-1099](#)

2019-2020 Non-lapsing grant fund carryover appropriations totaling \$585,311

**Attachments:**     [Grant Funds Non-lapsing 19-20 carryover.pdf](#)

**This item was presented**

## 7. Adjournment

**This matter was adjourned**

**Aye:** 4 - Lobner, Coenen, Meltzer and Siebers

**Excused:** 1 - Reed



# City of Appleton

100 North Appleton Street  
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## Meeting Minutes Finance Committee

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Wednesday, September 16, 2020

6:45 PM

Council Chambers, 6th Floor

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### SPECIAL

1. Call meeting to order

**Meeting called to order at 6:45pm**

2. Roll call of membership

**Present:** 5 - Lobner, Coenen, Meltzer, Reed and Siebers

5. **Action Items**

[20-1187](#)

Request to approve Contract Amendment/Change Order No. 2 to Contract No. 86-20, Unit D-20 Sidewalk (Re)construction for removal and replacement of sidewalk at Erb Park per request from Appleton FMD staff in the amount of \$30,000. Project contingency remains unchanged. Overall contract increases from \$336,100 to \$366,100

**Attachments:** [Unit D-20 Change Order No. 2.pdf](#)

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

**Aye:** 5 - Lobner, Coenen, Meltzer, Reed and Siebers

6. **Information Items**

[20-1188](#)

Change Order No. 2 to contract 24-20, Unit W-20 Sewer & Water Reconstruction No. 1, for an additional 300 linear feet of 6" storm lateral per request of property owners in the amount of \$11,400. This change order reduces contingency from \$34,498 to \$23,098. Overall contract amount remains unchanged

**Attachments:** [Unit W-20 Change Order No. 2.pdf](#)

**This Change Order was presented**

7. Adjournment

**Siebers moved, seconded by Coenen, that the meeting be adjourned. Roll Call. Motion carried by the following vote:**

**Aye:** 5 - Lobner, Coenen, Meltzer, Reed and Siebers



## THIRD ADDITION TO CLEARWATER CREEK DEVELOPMENT AGREEMENT

**THIS AGREEMENT**, made by and between the **City of Appleton** by its City Council, a body politic and municipal corporation with a mailing address of 100 North Appleton Street, Appleton, WI 54911 (“City”) and **Clearwater Creek, LLC**, a corporation with a business address of 2100 N. Freedom Road #A, Little Chute, WI 54140, the owner and developer (“Developer”) of property lying within the City of Appleton:

**WHEREAS**, Section 17-3 of the Appleton Municipal Code provides for the installation of required improvements in new subdivisions; and

**WHEREAS**, the Developer has proposed to develop the Third Addition to Clearwater Creek residential subdivision on property within the corporate limits of the City (“Proposed Development”), described in **Exhibit 1** (Legal Description provided by Developer) attached hereto; and

**WHEREAS**, the Final Plat of the Third Addition to Clearwater Creek Subdivision, shown in **Exhibit 2** (provided by Developer) attached hereto, has been conditionally approved by the City; and

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

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

**NOW THEREFORE**, it is mutually agreed as follows:

1. The Developer shall be responsible for the installation of the following in the Proposed Development, to the standards set forth by the City, pursuant to paragraph 4 below:
  - a. Sanitary laterals
  - b. Water services
  - c. Storm laterals, overland flow paths, yard drains and associated piping
  - d. Street Lights
  - e. All other infrastructure required for the developments as agreed to by the City and the Developer subject to this Development Agreement and the Agreement dated June 7, 2019.
2. The Developer shall provide the City an estimate for items 1a – 1e prior to the installation of the items for the development.
3. The Developer shall provide fully executed and signed *Waivers of Special Assessment Notices and Hearing* (shown in **Exhibit 3**) for the development, acknowledging consent to pay Special Assessments levied by the City for the following items to be furnished and/or installed by the City:

- a. Street Name Signs
- b. Traffic Control Signs
- c. Sidewalks installed on lots owned by the Developer at the time of concrete paving

Estimates of up-front City costs and associated special assessments to be paid by the Developer for items 3a – 3c for the development are attached hereto as **Exhibit 4**. The actual final costs for items 3a-3c will be used as the basis for the special assessments billed to the Developer.

4. 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 laterals, storm laterals, water services, and street lights for the Proposed Development. Said information provided by Developer shall be provided within 60 days of installation and shall meet City's Infrastructure Adjustment Form requirements.

5. 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 made by Developer in the Proposed Development. Repairs shall be completed within six (6) months of notification from the City to the Developer of the need to repair or replace such damage.

6. The Developer shall pay the cost of all items listed under Paragraph 1 above. Sidewalks will be assessed to the abutting property owners and the Developer will be assessed for only the cost of those lots owned by the Developer.

7. The developer shall pay any required parkland fees pursuant to Chapter 17 of the Appleton Municipal Code, not to exceed \$300 per lot.

8. The City agrees to waive all Administrative Fees related to this Development.

9. The City represents that this Agreement and the terms and conditions contained herein are consistent with adopted ordinances and resolutions on the subject matter.

10. The Developer shall pay the entire cost associated with installation of underground gas, electric, telephone and cable TV utilities and streetlights in the Proposed Development. The City shall review the proposed locations and have approval authority over any utilities proposed within the public right-of-way, prior to installation. The City standard for streetlights is wooden poles. The street lighting plan shall be designed by We Energies and approved by the City. The City shall pay We Energies the monthly electrical charge for street lighting. If the Developer desires decorative streetlights, then the Developer shall be responsible for all costs associated with the decorative streetlights, above the standard wood pole equivalent costs. The Developer shall be responsible for requesting said decorative lights from WE Energies. The Developer must also sign a Waiver of Special Assessments document for the annual assessments associated with decorative lighting.

11. The City represents and warrants to Developer that they have the power, authority and legal right to enter into all of the transactions and to perform all of the covenants and obligations required to be entered into or performed by the City under this Agreement.

- a. The City represents and warrants to Developer that they are empowered and authorized to execute and deliver this Agreement and other agreements and documents, if any, required hereunder to be executed and delivered by the City. This Agreement has been, and each such document at the time it is executed and delivered, will be duly executed and delivered on behalf of the City.
  - b. When executed and delivered to Developer, all such agreements shall constitute a legal, valid and binding obligation of the City, enforceable in accordance with their terms.
12. The Developer represents and warrants to the City that Developer is a Limited Liability Company, duly organized and existing under the laws of the State of Wisconsin, and that all proceedings of Developer necessary to authorize the negotiation and execution of this Agreement and the consummation of the transaction contemplated by this Agreement have been taken in accordance with applicable law.
13. The Developer represents and warrants to the City that the execution and delivery of this Agreement, the consummation of the transactions contemplated in this Agreement and the execution and delivery of the documents required to be executed, delivered or acknowledged by Developer at the closing will not violate any provision of Developer's operating agreement or any applicable statute, rule, regulation, judgment, order or decree of the State of Wisconsin or a court having jurisdiction over Developer or its property.
14. The Agreement shall be effective as of the date of execution thereof and remain in effect until the earliest of: (a) the Developer notifies the City that the Proposed Development has been terminated, (b) upon the mutual agreement of the Parties to terminate the Agreement, or (c) if one (1) year after the date of execution the Developer has not taken any further action on the Proposed Development.
15. This Agreement, along with *Exhibits 1 through 4* sets forth the entire understanding of the parties relative to its subject matter and supersedes and merges any and all prior communications, negotiations and agreements, oral or written, except for the Agreements previously approved by Council (*Exhibits 5 and 6*).
16. It is understood and agreed that the provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any one or more of the provisions contained herein shall not affect the validity and enforceability of the other provisions contained herein.
17. This Agreement may not be modified or amended, except when placed in writing, with the written consent of the City and the Developer.

[SIGNATURE PAGE TO FOLLOW]

## CLEARWATER CREEK DEVELOPMENT, LLC

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF WISCONSIN        )

: ss.

\_\_\_\_\_ COUNTY        )

Personally came before me on this \_\_\_\_ day of \_\_\_\_\_, 2020, the above-named persons, \_\_\_\_\_ and \_\_\_\_\_, to me known to be the persons who executed the foregoing instrument and acknowledge the same.

\_\_\_\_\_  
Notary Public, State of Wisconsin

My commission is/expires: \_\_\_\_\_

## CITY OF APPLETON

By: \_\_\_\_\_  
Jake Woodford, Mayor

By: \_\_\_\_\_  
Kami Lynch, City Clerk

STATE OF WISCONSIN       )  
  : ss.  
OUTAGAMIE COUNTY       )

Personally came before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2020, the above-named Jake Woodford and Kami Lunch, to me known to be the persons who executed the foregoing instrument and acknowledge the same.

\_\_\_\_\_  
Notary Public, State of Wisconsin  
My commission is/expires: \_\_\_\_\_

Provision has been made to pay the liability  
that will accrue under this contract.

Approved as to Form:

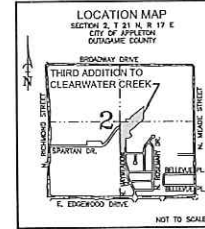
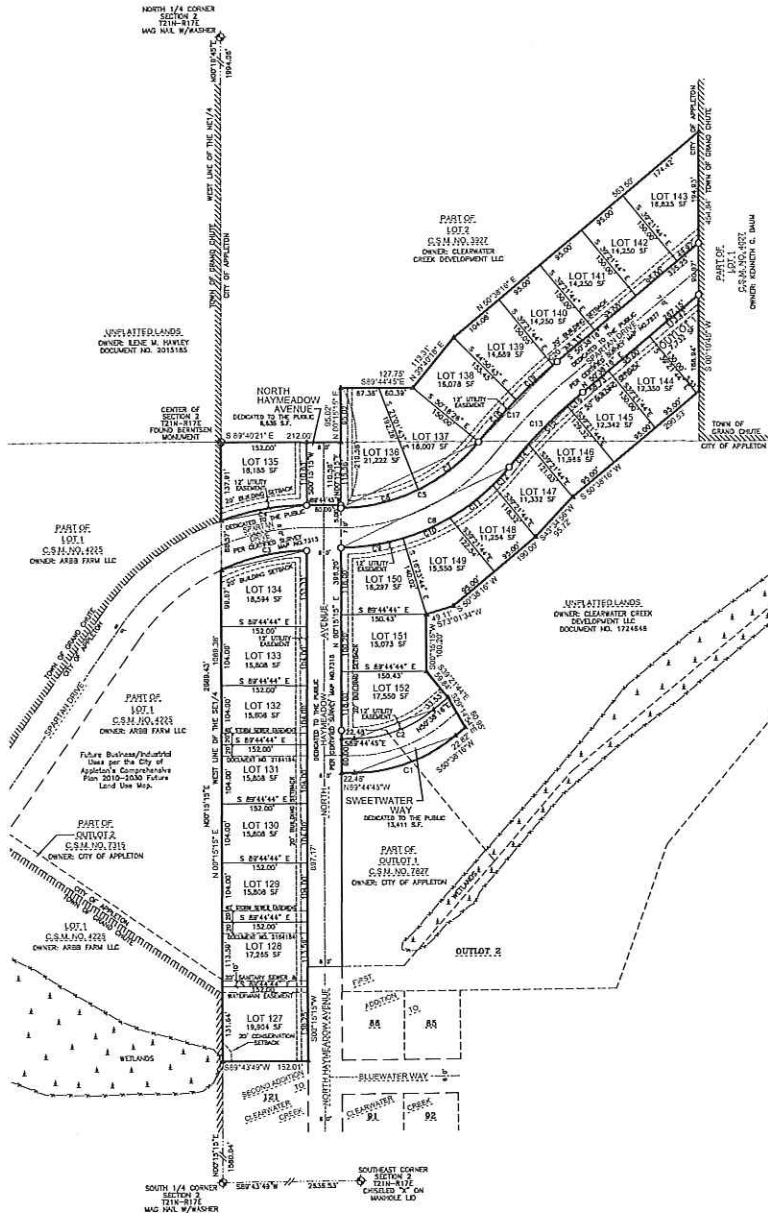
\_\_\_\_\_  
Tony Saucerman, Director of Finance

\_\_\_\_\_  
Christopher Behrens, City Attorney



# THIRD ADDITION TO CLEARWATER CREEK

PART OF LOT 2 OF CERTIFIED SURVEY MAP NO. 3927 FILED IN VOLUME 21 OF CERTIFIED SURVEY MAPS ON PAGE 3927 AS DOCUMENT NO. 1388608, PART OF OUTLOT 2 CERTIFIED SURVEY MAP NO. 7315 FILED IN VOLUME 44 OF CERTIFIED SURVEY MAPS ON PAGE 7315 AS DOCUMENT NO. 2095051, PART OF OUTLOT 1 CERTIFIED MAP NO. 7827 FILED AS DOCUMENT NO. 2177075, BEING PART OF THE SOUTHWEST 1/4 OF THE FRACTIONAL NORTHEAST 1/4 AND ALSO BEING PART OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 21 NORTH, RANGE 17 EAST, CITY OF APPLETON, OUTAGAMIE COUNTY, WISCONSIN.



BOUNDARIES ARE REFERENCED TO THE OUTAGAMIE COUNTY COORDINATE SYSTEM NAD83(11) IN WHICH THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION 2, BEARS S 89°42'11\"

## LEGEND

- 1\"
- 1/4\"
- 1/8\"
- 1/16\"
- 1/32\"
- 1/64\"
- 1/128\"
- 1/256\"
- 1/512\"
- 1/1024\"
- 1/2048\"
- 1/4096\"
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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:

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 \_\_\_\_\_

[illegible]

## FIELD NOTES:

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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 \_\_\_\_\_

Development Agreement- Clearwater Creek 3rd Addition	Exhibit 4		3rd Addition	NOTES / COMMENTS
	Number of Lots :	26		
	Total Lot Area (SF) :	404,273		
	Total C/L Footage (LF) :	2,189		
	Total Pavement Area (SF) :	77,788		
City of Appleton Costs (Assessed) <i>Estimated</i>	Storm Sewer Televising	N/A		\$0.70 per foot
	Street Name / Traffic Control Signs	\$3,283.50		\$1.50 per c/l foot
	Concrete Pavement	N/A		\$60.00 per front ft. (for 20% of lots)
	Sidewalks - at time of Concrete Pavement	\$26,268.00		\$30.00 per front ft. (for 20% of lots)
	TOTALS	\$29,551.50		
City of Appleton Costs (NOT Assessed) <i>Estimated</i>	Administrative Fees (Engineering, Inspection, Survey)	\$16,417.50		\$7.50 per c/l foot
	Temporary Asphalt Pavement	N/A		\$15.00 per square yard
	TOTALS	\$16,417.50		
	Sanitary Sewer			
Developer Costs And Responsibility <i>Estimated</i>	Storm Sewer			
	Water Main			
	Sanitary Laterals			
	Storm Laterals			
	Water Services			
	Grading & Graveling			
	Street Lights			
	Private Electric			
	Private Gas			
	TOTALS	\$0.00		
	PROJECT TOTALS	\$45,969.00		



# AGREEMENT

This Agreement is being made by and between the City of Appleton, Wisconsin, a Wisconsin municipal corporation (hereinafter "the City") and Clearwater Creek Development, LLC, (hereinafter "Clearwater Creek").

*WHEREAS*, Clearwater Creek is the owner of certain property located in the city of Appleton, and

*WHEREAS*, Clearwater Creek desires to develop certain property they own near the area of Spartan Drive, and

*WHEREAS*, the City of Appleton will construct Spartan Drive and stormwater management facilities, and Clearwater Creek wishes the City of Appleton to so construct Spartan Drive and stormwater management facilities, and

*NOW, THEREFORE*, the parties agree as follows:

1. The recitals are incorporated herein by reference as if fully set forth.
2. Clearwater Creek agrees to dedicate to the City of Appleton for roadway and stormwater management facilities purposes, property within the city of Appleton, as described in Exhibit A.
3. The City wishes to accept Clearwater Creek's dedication of the above parcels.
4. The City agrees that the City will be responsible for the construction and installation of storm sewer, sanitary sewer, and water main, within the right-of-way of Spartan Drive and Haymeadow Avenue in the area shown on Exhibit "A".
5. That the City shall be responsible for the costs associated with grading, graveling and paving and including concrete paving of Spartan Drive and Haymeadow Avenue in the area shown on Exhibit "A" and these costs shall not be assessed by the City of Appleton.
6. That the properties adjacent to Spartan Drive and Haymeadow Avenue shall not be assessed by the City of Appleton for any costs for the installation of sanitary sewer, storm sewer, or water main infrastructure within the right-of-way of Spartan Drive and Haymeadow Avenue in the area shown on Exhibit "A".

7. That Clearwater shall:

- a. convey Parcel C for the purpose of construction of a stormwater pond and inlet pipe, at no cost to the City, as shown as Parcel C on Exhibit "A" attached hereto;
- b. dedicate Parcel D, as right-of-way for Spartan Drive at no cost to the City, shown as Parcel D on Exhibit "A" attached hereto;
- c. shall provide a Permanent Easement for a yard drain and stormwater pipe at no cost to the City as shown as PLE A on Exhibit "A" attached hereto;
- d. shall provide a Permanent Easement for a yard drain and stormwater pipe at no cost to the City as shown as PLE B on Exhibit "A" attached hereto;
- e. shall provide a Temporary Limited Easement for the long-term stockpiling of soil at no cost to the City as shown as PLE C on Exhibit "A" attached hereto, with said TLE to expire December 31, 2025;
- f. shall provide a Temporary Limited Easement for the purpose of grading Haymeadow Avenue and Spartan Drive, including the stockpiling of soil on TLE F, on the properties identified as TLE E, TLE F, and TLE G on shown on Exhibit "A" attached hereto.

8. City of Appleton shall;

- a. Construct a street and associated utilities in 2020 in Parcel C (Street C) to the east lot line of Parcel C that is a minimum of 320 feet south of Spartan Drive. Any land north of Street C will be deeded back to Clearwater Creek.
- b. Provide stormwater drainage such that any lot that is 50 feet to the north of Spartan Drive will not impose additional stormwater requirements on Clearwater Creek other than yard drains and stormwater pipe. All land east of Haymeadow Avenue and north of 50 feet of Spartan Drive will require additional stormwater management by the Developer.

Dated this 7 day of June, 2019.

SIGNATURES BEGIN ON THE FOLLOWING PAGE

Clearwater Creek Development, LLC

By: Robert A De Bruin  
Printed Name: Robert A De Bruin  
Title: Member

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF WISCONSIN )  
: ss.

Outagamie COUNTY )

Personally came before me on this 7 day of JUNE, 2019,  
the above-named Robert A De Bruin and \_\_\_\_\_, to  
me known to be the persons who executed the foregoing instrument and acknowledge the  
same.



Jill M Hendricks  
Printed Name: Jill M Hendricks  
Notary Public, State of Wisconsin  
My commission is/expires: 12-19-19

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

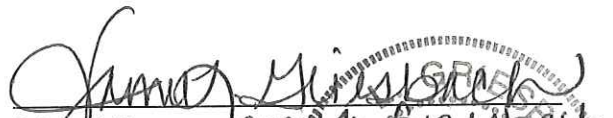
City of Appleton


By:   
Timothy M. Hanna, Mayor

By:   
Kami Lynch, City Clerk


STATE OF WISCONSIN       )  
  : ss.  
OUTAGAMIE COUNTY       )

Personally came before me on this 20 day of June, 2019, the above-named Timothy M. Hanna and Kami Lynch, to me known to be the persons who executed the foregoing instrument and acknowledge the same.

  
Printed Name: James P. Enisbach  
Notary Public, State of Wisconsin  
My commission is/expires: 11/11/2021



Provision has been made to pay the liability that will accrue under this contract.

  
Anthony D. Saucerman, Director of Finance

Approved as to Form:

  
James P. Walsh, City Attorney

This instrument was drafted by:  
James P. Walsh, Appleton City Attorney  
City Law A19-0189

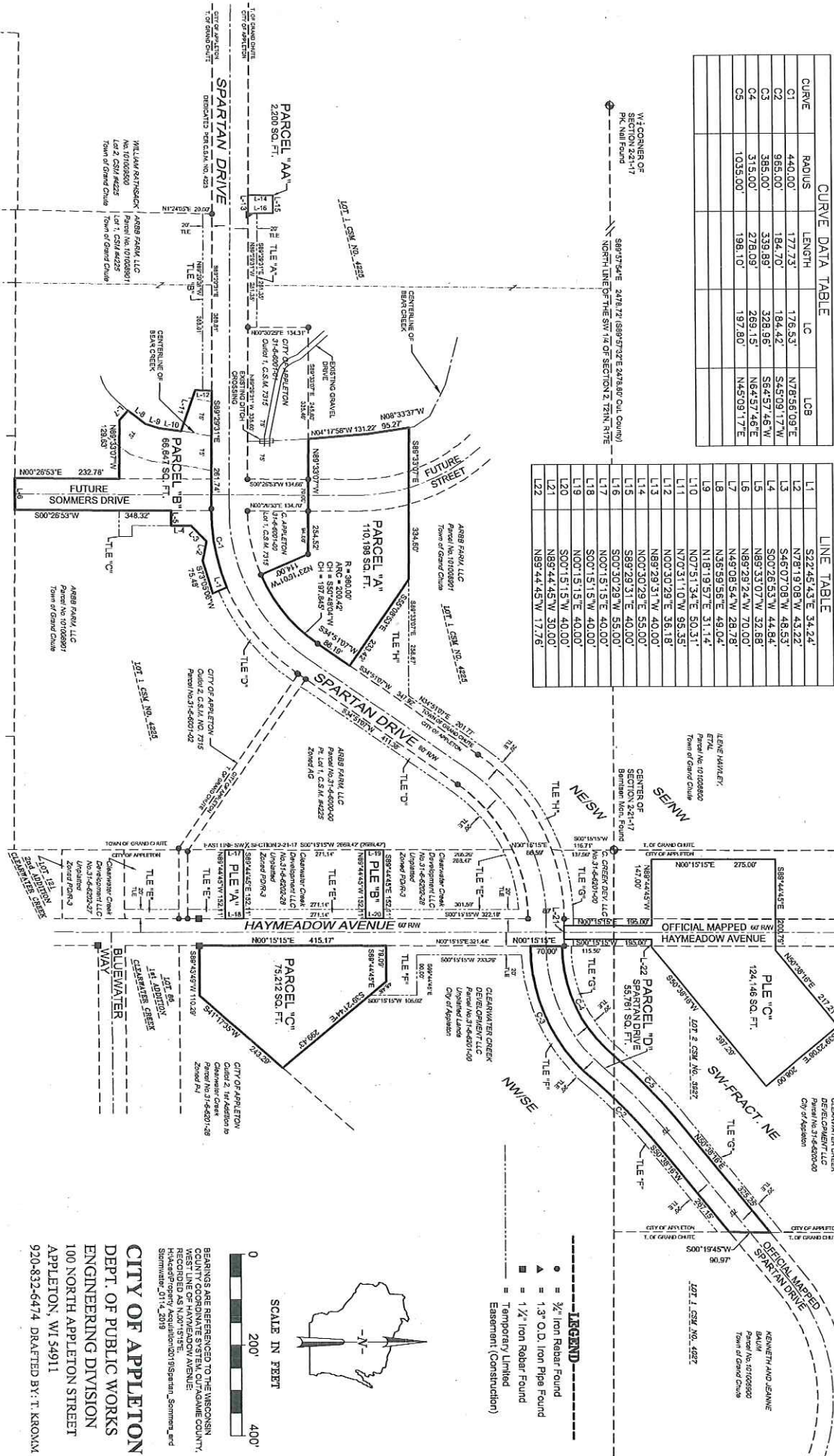


# EXHIBIT A

Part of Lot 1 of Certified Survey Map No. 4225 recorded in Volume 23 of Certified Survey Maps on Page 4225 as Document No. 1447327 and Part of Lot 2 of Certified Survey Map No. 3927 recorded in Volume 21 of Certified Survey Maps on Page 3927 as Document No. 1388606 and Part of the Northwest Quarter (NW 1/4) of the Southeast Quarter (SE 1/4), being located in the North One-Half (N 1/2) of the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) and the Southwest Quarter (SW 1/4) of the Fractional Northeast Quarter (NE 1/4) of Section 2, Township 21 North, Range 17 East, City of Appleton and the Town of Grand Chute, Outagamie County, Wisconsin.

CURVE	RADIUS	LENGTH	LC	LOB
C1	440.00'	177.73'	176.53'	N75°56'09"E
C2	985.00'	184.70'	184.42'	S45°09'17"W
C3	385.00'	335.89'	328.96'	S54°57'46"W
C4	315.00'	278.09'	269.15'	N64°57'46"E
C5	1035.00'	198.10'	197.80'	N45°09'17"E

LINE	TABLE
L1	S22°45'43"E 34.24'
L2	N78°19'08"W 43.22'
L3	S46°07'08"W 48.53'
L4	S00°26'53"W 44.84'
L5	N89°33'07"W 32.86'
L6	N89°28'24"W 70.00'
L7	N49°08'54"W 28.78'
L8	N68°59'58"E 49.04'
L9	N18°19'57"E 31.14'
L10	N07°51'34"E 50.31'
L11	N07°31'10"W 95.35'
L12	N00°30'29"E 36.18'
L13	N89°29'31"W 40.00'
L14	N00°30'29"E 55.00'
L15	S89°29'31"E 40.00'
L16	S00°30'29"W 55.00'
L17	S00°15'15"E 40.00'
L18	S00°15'15"W 40.00'
L19	S00°15'15"W 40.00'
L20	S00°15'15"W 30.00'
L21	N89°44'45"W 30.00'
L22	N89°44'45"W 17.76'



BEARINGS ARE REFERENCED TO THE WISCONSIN COUNTY COORDINATE SYSTEM, OUTAGAMIE COUNTY, WEST LINE OF HAYMEADOW AVENUE.  
Hatched Property Acquisition 0019Spartan\_Somma\_and Sherman\_0114\_2019

**CITY OF APPLETON**  
DEPT. OF PUBLIC WORKS  
ENGINEERING DIVISION  
100 NORTH APPLETON STREET  
APPLETON, WI 54911  
920-832-6474 DRAFTED BY: T. KRONAK

**ARBB FARM, LLC**

**Tax Key #101008901**

**PARCEL "AA"**

A part of Lot 1 of Certified Survey Map No. 4225 filed in Volume 23 of Certified Survey Maps on Page 4225 as Document No.1447327, located in and being a part of the Northwest ¼ of the Southwest ¼ of Section 2, Township 21 North, Range 17 East, Town of Grand Chute, Outagamie County, Wisconsin, containing 0.0505 Acres (2,200 sq. ft.) of land and being all those lands of the owner within the following described traverse:

Commencing at the W ¼ corner of said Section 2;  
Thence South 89°57'54" East 1029.19 feet along the North line of the SW ¼ of said Section 2;  
Thence South 00°02'06" West 750.31 feet to the Point of Beginning;  
Thence South 89°29'31" East 40.00 feet;  
Thence South 00°30'29" West 55.00 feet to the North line of Spartan Drive;  
Thence North 89°29'31" West 40.00 feet coincident with the North line of Spartan Drive;  
Thence North 00°30'29" East 55.00 feet to the point of beginning.  
See also attached Exhibit "A".

**ARBB FARM, LLC**

**Tax Key #101008901**

**PARCEL "A"**

A part of Lot 1 of Certified Survey Map No. 4225 filed in Volume 23 of Certified Survey Maps on Page 4225 as Document No.1447327, located in and being a part of the Northeast ¼ of the Southwest ¼ of Section 2, Township 21 North, Range 17 East, Town of Grand Chute, Outagamie County, Wisconsin, containing 2.5298 Acres (110,198 sq. ft.) of land and being all those lands of the owner within the following described traverse:

Commencing at the W ¼ corner of said Section 2;  
Thence South 89°57'54" East 1542.63 feet along the North line of the SW ¼ of said Section 2;  
Thence South 00°02'06" West 450.14 feet to the Point of Beginning;  
Thence South 89°33'07" East 334.60 feet;  
Thence South 55°08'53" East 233.42 feet to the Northwesterly line of Spartan Drive;  
Thence South 34°51'07" West 86.19 feet coincident with the Northwesterly line of Spartan Drive;  
Thence Southwesterly 200.42 feet along the arc of curve to the right having a radius of 360.00 feet and the chord of which bears South 50°48'04" West 197.85 feet coincident with the Northwesterly line of Spartan Drive;  
Thence North 23°16'01" West 114.00 feet;  
Thence North 89°33'07" West 254.52 feet;  
Thence North 04°17'58" West 131.22 feet;  
Thence North 08°33'37" West 95.27 feet to the point of beginning.  
See also attached Exhibit "A".

**ARBB FARM, LLC**

**Tax Key #101008901**

**PARCEL "B"**

A part of Lot 1 of Certified Survey Map No. 4225 filed in Volume 23 of Certified Survey Maps on Page 4225 as Document No.1447327, located in and being a part of the Northeast ¼ of the Southwest ¼ of Section 2, Township 21 North, Range 17 East, Town of Grand Chute, Outagamie County, Wisconsin, containing 1.5300 Acres (66,647 sq. ft.) of land and being all those lands of the owner within the following described traverse:

Commencing at the W ¼ corner of said Section 2;  
Thence South 89°57'54" East 1458.72 feet along the North line of the SW ¼ of said Section 2;  
Thence South 00°02'06" West 888.86 feet to the South line of Spartan Drive and being the Point of Beginning;



Thence South 89°29'31" East 261.74 feet coincident with the South line of Spartan Drive;  
Thence Easterly 177.73 feet coincident with the South line of Spartan Drive, along the arc of curve to the left having a radius of 440.00 feet and the chord of which bears North 78°56'09" East 176.53 feet;  
Thence South 22°45'43" East 34.24 feet; Thence South 73°05'06" West 75.48 feet;  
Thence North 78°19'08" West 43.22 feet; Thence South 46°07'08" West 48.53 feet;  
Thence South 00°26'53" West 44.84 feet; Thence North 89°33'07" West 32.68 feet;  
Thence South 00°26'53" West 348.32 feet; Thence North 89°29'24" West 70.00 feet;  
Thence North 00°26'53" East 232.78 feet; Thence North 89°33'07" West 129.63 feet;  
Thence North 49°08'54" West 28.78 feet; Thence North 36°59'56" East 49.04 feet;  
Thence North 18°19'57" East 31.14 feet; Thence North 07°51'34" East 50.31 feet;  
Thence North 70°31'10" West 95.35 feet; Thence North 00°30'29" East 36.18 feet to the point of beginning.  
See also attached Exhibit "A".

**CLEARWATER CREEK DEVELOPMENT LLC**

**Tax Key #31-6-6201-00**

**PARCEL "C"**

A part of the Northwest ¼ of the Southeast ¼ of Section 2, Township 21 North, Range 17 East, City of Appleton, Outagamie County, Wisconsin, containing 1.7266 Acres (75,212 sq. ft.) of land and being all those lands of the owner within the following described traverse:

Commencing at the W ¼ corner of said Section 2;  
Thence South 89°57'54" East 2478.72 feet along the North line of the SW ¼ to the Center of said Section 2;  
Thence South 89°40'21" East 212.11 feet along the North line of the SE ¼ of said Section 2;  
Thence South 00°15'15" West 507.00 feet to a point on the East line of Haymeadow Avenue and being the Point of Beginning;  
Thence South 89°44'45" East 79.09 feet;  
Thence South 39°21'44" East 299.43 feet;  
Thence South 41°17'35" West 243.29 feet;  
Thence South 89°43'49" West 110.29 feet to the East line of Haymeadow Avenue;  
Thence North 00°15'15" East 415.17 feet coincident with the East line of Haymeadow Avenue to the point of beginning.  
See also attached Exhibit "A".

**CLEARWATER CREEK DEVELOPMENT LLC**

**Tax Key #31-6-6200-00 and 31-6-6201-00**

**PARCEL "D"**

A part of Lot 2 of Certified Survey Map No. 3927 filed in Volume 21 of Certified Survey Maps on Page 3927 as Document No.1388606, located in and being a part of the Northwest ¼ of the Southeast ¼ and the Southwest ¼ of the Fractional Northeast ¼ of Section 2, Township 21 North, Range 17 East, City of Appleton, Outagamie County, Wisconsin, containing 1.2801 Acres (55,761 sq. ft.) of land and being all those lands of the owner within the following described traverse:

Commencing at the W ¼ corner of said Section 2;  
Thence South 89°57'54" East 2478.72 feet along the North line of the SW ¼ to the Center of said Section 2;  
Thence South 89°40'21" East 212.11 feet along the North line of the SE ¼ of said Section 2;  
Thence South 00°15'15" West 115.56 feet to a point on the East line of Haymeadow Avenue and being the Point of Beginning;  
Thence Northeasterly 278.09 feet along the arc of a curve to the left having a radius of 315.00 feet and the chord of which bears North 64°57'46" East 269.15 feet  
Thence continue Northeasterly 198.10 feet along the arc of a curve to the right having a radius of 1,035.00 feet and the chord of which bears North 45°09'17" East 197.80 feet;  
Thence North 50°38'16" East 325.25 feet;

Thence South 00°19'45" West 90.97 feet;  
Thence South 50°38'16" West 267.15 feet;  
Thence Southwesterly 184.70 feet along the arc of curve to the left having a radius of 965.00 feet and the chord of which bears South 45°09'17" West 184.42 feet;  
Thence Southwesterly 339.89 feet along the arc of a curve to the right having a radius of 385.00 feet and the chord of which bears South 64°57'46" West 328.96 feet;  
Thence North 00°15'15" East 70.00 feet coincident with the East line of Haymeadow Avenue to the point of beginning.  
See also attached Exhibit "A".

**CLEARWATER CREEK DEVELOPMENT LLC**

**Tax Key #31-6-6202-28**

**PLE "A"**

A part of the Northwest ¼ of the Southeast ¼ of Section 2, Township 21 North, Range 17 East, City of Appleton, Outagamie County, Wisconsin, containing 0.1397 Acres (6,084 sq. ft.) of land and being all those lands of the owner within the following described traverse:

Commencing at the W ¼ corner of said Section 2;  
Thence South 89°57'54" East 2478.72 feet along the North line of the SW ¼ to the Center of said Section 2;  
Thence South 00°15'15" West 824.15 feet coincident with the West line of the SE ¼ of said Section 2 to the Point of Beginning;  
Thence South 89°44'45" East 152.11 feet;  
Thence South 00°15'15" West 40.00 feet;  
Thence North 89°44'45" West 152.11 feet;  
Thence North 00°15'15" East 40.00 feet to the point of beginning.  
See also attached Exhibit "A".

**CLEARWATER CREEK DEVELOPMENT LLC**

**Tax Key #31-6-6202-28**

**PLE "B"**

A part of the Northwest ¼ of the Southeast ¼ of Section 2, Township 21 North, Range 17 East, City of Appleton, Outagamie County, Wisconsin, containing 0.1397 Acres (6,084 sq. ft.) of land and being all those lands of the owner within the following described traverse:

Commencing at the W ¼ corner of said Section 2;  
Thence South 89°57'54" East 2478.72 feet along the North line of the SW ¼ to the Center of said Section 2;  
Thence South 00°15'15" West 513.01 feet coincident with the West line of the SE ¼ of said Section 2 to the Point of Beginning;  
Thence South 89°44'45" East 152.11 feet;  
Thence South 00°15'15" West 40.00 feet;  
Thence North 89°44'45" West 152.11 feet;  
Thence North 00°15'16" East 40.00 feet to the point of beginning.  
See also attached Exhibit "A".

**CLEARWATER CREEK DEVELOPMENT LLC**

**Tax Key #31-6-6200-00 and 31-6-6200-01**

**PLE "C"**

A part of Lot 2 of Certified Survey Map No. 3927 filed in Volume 21 of Certified Survey Maps on Page 3927 as Document No.1388606, located in and being a part of the Southwest ¼ of the Fractional Northeast ¼ of Section 2, Township 21



North, Range 17 East, City of Appleton, Outagamie County, Wisconsin, containing 2.8500 (124,146 sq. ft.) of land and being all those lands of the owner within the following described traverse:

Commencing at the W  $\frac{1}{4}$  corner of said Section 2;  
Thence South 89°57'54" East 2478.72 feet along the North line of the SW  $\frac{1}{4}$  to the Center of said Section 2;  
Thence North 00°19'45" East 359.17 feet along the West line of the Fractional Northeast  $\frac{1}{4}$  of said Section 2 and being coincident with the West line of said Lot 2;  
Thence South 89°44'45" East 19.64 feet to the Point of Beginning;  
Thence continue South 89°44'45" East 200.79 feet;  
Thence North 50°38'16" East 217.21 feet;  
Thence South 39°23'08" East 208.00 feet;  
Thence South 50°38'16" West 397.29 feet;  
Thence North 89°44'45" West 17.76 feet;  
Thence South 00°15'15" West 195.00 feet;  
Thence North 89°44'45" West 30.00 feet;  
Thence North 00°15'15" East 195.00 feet;  
Thence North 89°44'45" West 147.00 feet;  
Thence North 00°15'15" East 275.00 feet to the point of beginning.  
See also attached Exhibit "A".

**ARBB FARM, LLC**

**Tax Key #101008901**

**TLE "A"**

A part of Lot 1 of Certified Survey Map No. 4225 filed in Volume 23 of Certified Survey Maps on Page 4225 as Document No.1447327, located in and being a part of the Northwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  and the Northeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 2, Township 21 North, Range 17 East, Town of Grand Chute, Outagamie County, Wisconsin, containing 0.1154 Acres (5,027 sq. ft.) of land and being all those lands of the owner within the following described traverse:

Commencing at the W  $\frac{1}{4}$  corner of said Section 2;  
Thence South 89°57'54" East 1068.90 feet along the North line of the SW  $\frac{1}{4}$  of said Section 2;  
Thence South 00°02'06" West 785.64 feet to the Point of Beginning;  
Thence South 89°29'31" East 251.35 feet;  
Thence South 00°30'29" West 20.00 feet to the North line of Spartan Drive;  
Thence North 89°29'31" West 251.35 feet coincident with the North line of Spartan Drive;  
Thence North 00°30'29" East 20.00 feet to the point of beginning.  
See also attached Exhibit "A".

**ARBB FARM, LLC**

**Tax Key #101008901**

**TLE "B"**

A part of Lot 1 of Certified Survey Map No. 4225 filed in Volume 23 of Certified Survey Maps on Page 4225 as Document No.1447327, located in and being a part of the Northwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  and the Northeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 2, Township 21 North, Range 17 East, Town of Grand Chute, Outagamie County, Wisconsin, containing 0.1785 Acres (7,775 sq. ft.) of land and being all those lands of the owner within the following described traverse:

Commencing at the W  $\frac{1}{4}$  corner of said Section 2;  
Thence South 89°57'54" East 1069.92 feet along the North line of the SW  $\frac{1}{4}$  of said Section 2;  
Thence South 00°02'06" West 885.65 feet to the South line of Spartan Drive and being the Point of Beginning;  
Thence South 89°29'31" East 388.81 feet coincident with the South line of Spartan Drive;  
Thence South 00°30'29" West 20.00 feet;

Thence North 89°29'31" West 388.81 feet;  
Thence North 00°30'29" East 20.00 feet to the point of beginning.  
See also attached Exhibit "A".

**ARBB FARM, LLC**

**Tax Key #101008901**

**TLE "C"**

A part of Lot 1 of Certified Survey Map No. 4225 filed in Volume 23 of Certified Survey Maps on Page 4225 as Document No.1447327, located in and being a part of the Northeast ¼ of the Southwest ¼ of Section 2, Township 21 North, Range 17 East, Town of Grand Chute, Outagamie County, Wisconsin, containing 0.1028 Acres (4,478 sq. ft.) of land and being all those lands of the owner within the following described traverse:

Commencing at the W ¼ corner of said Section 2;  
Thence South 89°57'54" East 1724.45 feet along the North line of the SW ¼ of said Section 2;  
Thence South 00°02'06" West 980.16 feet to the Point of Beginning;  
Thence South 89°33'07" East 32.68 feet;  
Thence South 00°26'53" West 87.13 feet;  
Thence East 24.35 feet;  
Thence South 28.72 feet;  
Thence North 89°28'03" West 57.26 feet;  
Thence North 00°26'53" East 115.57 feet to the point of beginning.  
See also attached Exhibit "A".

**ARBB FARM, LLC**

**Tax Key #101008901 and 31-6-6000-00**

**TLE "D"**

A part of Lot 1 of Certified Survey Map No. 4225 filed in Volume 23 of Certified Survey Maps on Page 4225 as Document No.1447327, located in and being a part of the Northeast ¼ of the Southwest ¼ of Section 2, Township 21 North, Range 17 East, City of Appleton and the Town of Grand Chute, Outagamie County, Wisconsin, containing 0.3905 Acres (17,010 sq. ft.) of land and being all those lands of the owner within the following described traverse:

Commencing at the W ¼ corner of said Section 2;  
Thence South 89°57'54" East 2478.72 feet along the North line of the SW ¼ to the Center of said Section 2;  
Thence South 89°40'21" East 152.11 feet along the North line of the SE ¼ of said Section 2;  
Thence South 00°15'15" West 190.63 feet to the Southwest corner of Spartan Drive and Haymeadow Avenue and being the point of beginning;  
Thence South 00°15'15" West 897.17 feet coincident with the West line of Haymeadow Avenue;  
Thence South 89°43'49" West 20.00 feet;  
Thence North 00°15'15" East 876.76 feet;  
Thence Southwesterly 308.75 feet along the arc of a curve to the left having a radius of 340.00 feet and the chord of which bears South 60°52'00" West 298.25 feet;  
Thence South 34°51'07" West 434.11 feet;  
Thence Southwesterly 260.98 feet along the arc of curve to the right having a radius of 460.00 feet and the chord of which bears South 51°06'19" West 257.49 feet;  
Thence North 22°45'43" West 20.00 feet;  
Thence Northeasterly 249.67 feet coincident with the Southeasterly line of Spartan Drive along the arc of a curve to the left having a radius of 440.00 feet and the chord of which bears North 51°06'28" East 246.34 feet;  
Thence North 34°51'07" East 434.11 feet coincident with the Southeasterly line of Spartan Drive;



Thence Northeasterly 348.10 feet coincident with the Southeasterly line of Spartan Drive along the arc of curve to the right having a radius of 360.00 feet and the chord of which bears North 62°33'10" East 334.69 feet to the point of beginning.

See also attached Exhibit "A".

**CLEARWATER CREEK DEVELOPMENT LLC**

**Tax Key #31-6-6202-27 and 31-6-6202-28**

**TLE "E"**

A part of the Northwest ¼ of the Southeast ¼ of Section 2, Township 21 North, Range 17 East, City of Appleton, Outagamie County, Wisconsin, containing 0.4291 Acres (18,690 sq. ft.) of land and being **all those lands of the owner within the following described traverse:**

Commencing at the W ¼ corner of said Section 2;

Thence South 89°57'54" East 2478.72 feet along the North line of the SW ¼ to the Center of said Section 2;

Thence South 89°40'21" East 152.11 feet along the North line of the SE ¼ of said Section 2;

Thence South 00°15'15" West 190.63 feet to the Southwest corner of Spartan Drive and Haymeadow Avenue and being the point of beginning;

Thence South 00°15'15" West 897.17 feet coincident with the West line of Haymeadow Avenue;

Thence South 89°43'49" West 20.00 feet;

Thence North 00°15'15" East 876.76 feet;

Thence Southwesterly 308.75 feet along the arc of a curve to the left having a radius of 340.00 feet and the chord of which bears South 60°52'00" West 298.25 feet;

Thence South 34°51'07" West 434.11 feet;

Thence Southwesterly 260.98 feet along the arc of curve to the right having a radius of 460.00 feet and the chord of which bears South 51°06'19" West 257.49 feet;

Thence North 22°45'43" West 20.00 feet;

Thence Northeasterly 249.67 feet coincident with the Southeasterly line of Spartan Drive along the arc of a curve to the left having a radius of 440.00 feet and the chord of which bears North 51°06'28" East 246.34 feet;

Thence North 34°51'07" East 434.11 feet coincident with the Southeasterly line of Spartan Drive;

Thence Northeasterly 348.10 feet coincident with the Southeasterly line of Spartan Drive along the arc of curve to the right having a radius of 360.00 feet and the chord of which bears North 62°33'10" East 334.69 feet to the point of beginning.

Less and excepting that area contained within the afore described PLE "A" and PLE "B".

See also attached Exhibit "A".

**CLEARWATER CREEK DEVELOPMENT LLC**

**Tax Key #31-6-6200-00 and 31-6-6201-00**

**TLE "F"**

A part of Lot 2 of Certified Survey Map No. 3927 filed in Volume 21 of Certified Survey Maps on Page 3927 as Document No.1388606, located in and being a part of the Northwest ¼ of the Southeast ¼ and the Southwest ¼ of the Fractional Northeast ¼ of Section 2, Township 21 North, Range 17 East, City of Appleton, Outagamie County, Wisconsin, containing 0.6565 Acres (28,597 sq. ft.) of land and being all those lands of the owner within the following described traverse:

Commencing at the W ¼ corner of said Section 2;

Thence South 89°57'54" East 2478.72 feet along the North line of the SW ¼ to the Center of said Section 2;

Thence South 89°40'21" East 212.11 feet along the North line of the SE ¼ of said Section 2;

Thence South 00°15'15" West 185.56 feet to a point on the East line of Haymeadow Avenue and being the Point of Beginning;

Thence Northeasterly 339.89 feet along the arc of a curve to the left having a radius of 385.00 feet and the chord of which bears North 64°57'46" East 328.96 feet

Thence continue Northeasterly 184.70 feet along the arc of a curve to the right having a radius of 965.00 feet and the chord of which bears North 45°09'17" East 184.42 feet;  
 Thence North 50°38'16" East 267.15 feet;  
 Thence South 00°19'45" West 25.99 feet;  
 Thence South 50°38'16" West 250.56 feet;  
 Thence Southwesterly 180.87 feet along the arc of curve to the left having a radius of 945.00 feet and the chord of which bears South 45°09'17" West 180.60 feet;  
 Thence continue Southwesterly 337.54 feet along the arc of a curve to the right having a radius of 405.00 feet and the chord of which bears South 63°32'51" West 327.86 feet;  
 Thence South 00°15'15" West 233.26 feet;  
 Thence South 89°44'45" East 90.00 feet;  
 Thence South 00°15'15" West 106.02 feet;  
 Thence North 39°21'44" West 48.48 feet;  
 Thence North 89°44'45" West 79.09 feet;  
 Thence North 00°15'15" East 321.44 feet to the Point of Beginning.  
 See also attached Exhibit "A".

**CLEARWATER CREEK DEVELOPMENT LLC**

**Tax Key #31-6-6200-00 and 31-6-6201-00**

**TLE "G"**

A part of Lot 2 of Certified Survey Map No. 3927 filed in Volume 21 of Certified Survey Maps on Page 3927 as Document No.1388606, located in and being a part of the Northeast ¼ of the Southwest ¼ and the Northwest ¼ of the Southeast ¼ and the Southwest ¼ of the Fractional Northeast ¼ of Section 2, Township 21 North, Range 17 East, City of Appleton, Outagamie County, Wisconsin, containing 0.4536 Acres (19,760 sq. ft.) of land and being all those lands of the owner within the following described traverse:

Commencing at the W ¼ corner of said Section 2;  
 Thence South 89°57'54" East 2478.72 feet along the North line of the SW ¼ to the Center of said Section 2;  
 Thence South 89°40'21" East 167.11 feet along the North line of the SE ¼ of said Section 2;  
 Thence South 00°15'15" West 110.62 feet to a point on the North line of Spartan Drive and being the Point of Beginning;  
 Thence North 89°44'45" West 15.00 feet;  
 Thence Westerly 155.32 feet along the arc of a curve to the left having a radius of 440.00 feet and the chord of which bears South 80°08'28" West 154.51 feet;  
 Thence North 00°15'15" East 21.25 feet;  
 Thence Easterly 155.03 feet along the arc of a curve to the right having a radius of 460.00 feet and the chord of which bears North 80°35'55" East 154.30 feet;  
 Thence South 89°44'45" East 15.00 feet;  
 Thence South 00°15'15" West 20.00 feet;  
 Thence South 89°44'45" East 30.00 feet;  
 Thence North 00°15'15" East 20.00 feet;  
 Thence South 89°44'45" East 15.00 feet;  
 Thence South 00°15'15" West 5.00 feet;  
 Thence Northeasterly 260.44 feet along the arc of a curve to the left having a radius of 295.00 feet and the chord of which bears North 64°57'46" East 252.06 feet;  
 Thence continue Northeasterly 201.93 feet along the arc of a curve to the right having a radius of 1,055.00 feet and the chord of which bears North 45°09'17" East 201.62 feet;  
 Thence North 50°38'16" East 341.85 feet;  
 Thence South 00°19'45" West 25.99 feet;  
 Thence South 50°38'16" West 325.25 feet;  
 Thence Southwesterly 198.10 feet along the arc of curve to the left having a radius of 1,035.00 feet and the chord of which bears South 45°09'17" West 197.80 feet;



Thence Southwesterly 278.09 feet along the arc of a curve to the right having a radius of 315.00 feet and the chord of which bears South 64°57'46" West 269.15 feet;  
Thence North 00°15'15" East 5.00 feet;  
Thence North 89°44'45" West 45.00 feet to the point of beginning.  
See also attached Exhibit "A".

**ARBB FARM, LLC**

**Tax Key #101008901**

**TLE "H"**

A part of Lot 1 of Certified Survey Map No. 4225 filed in Volume 23 of Certified Survey Maps on Page 4225 as Document No.1447327, located in and being a part of the Northeast ¼ of the Southwest ¼ of Section 2, Township 21 North, Range 17 East, Town of Grand Chute, Outagamie County, Wisconsin, containing 0.6463 Acres (28,153 sq. ft.) of land and being all those lands of the owner within the following described traverse:

Commencing at the W ¼ corner of said Section 2;  
Thence South 89°57'54" East 2478.72 feet along the North line of the SW ¼ to the Center of said Section 2;  
Thence South 00°15'15" West 116.71 feet coincident with the East line of the SW ¼ of said Section 2 to the Point of Beginning;  
Thence continue South 00°15'16" West 21.25 feet to the Northerly line of Spartan Drive;  
Thence Southwesterly 270.14 feet coincident with the Northwesterly line of Spartan Drive along the arc of a curve to the left having a radius of 440.00 feet and the chord of which bears South 52°26'25" West 265.91 feet;  
Thence South 34°51'07" West 347.92 feet coincident with the Northwesterly line of Spartan Drive;  
Thence North 55°08'53" West 233.42 feet;  
Thence South 89°33'07" East 258.67 feet;  
Thence North 34°51'07" East 201.77 feet;  
Thence Northeasterly 289.76 feet along the arc of curve to the right having a radius of 460.00 feet and the chord of which bears North 52°53'52" East 285.00 feet to the point of beginning.  
See also attached Exhibit "A".

# AGREEMENT

This Agreement is being made by and between the City of Appleton, Wisconsin, a Wisconsin municipal corporation (hereinafter "the City") and Clearwater Creek Development, LLC, (hereinafter "Clearwater Creek").

*WHEREAS*, Clearwater Creek is the owner of certain property located in the city of Appleton, and

*WHEREAS*, Clearwater Creek desires to develop certain property they own near the area of Spartan Drive, and

*WHEREAS*, the City of Appleton will construct Spartan Drive and a sanitary lift station, and Clearwater Creek wishes the City of Appleton to so construct Spartan Drive and lift station, and

*NOW, THEREFORE*, the parties agree as follows:

1. The recitals are incorporated herein by reference as if fully set forth.
2. Clearwater Creek agrees to dedicate to the City of Appleton for roadway and sanitary lift station purposes, property within the city of Appleton, as described in Exhibit A.
3. The City wishes to accept Clearwater Creek's dedication of the above parcels.
4. The City agrees that the City will be responsible for the construction and installation of storm sewer, sanitary sewer, and water main, within the right-of-way of Spartan Drive and Haymeadow Avenue in the area shown on Exhibit "B".
5. That the City shall be responsible for the costs associated with grading, graveling and paving of Spartan Drive and Haymeadow Avenue in the area shown on Exhibit "B" and these costs shall not be assessed by the City of Appleton.
6. That the properties adjacent to Spartan Drive and Haymeadow Avenue shall not be assessed by the City of Appleton for any costs for the installation of sanitary sewer, storm sewer, or water main infrastructure within the right-of-way of Spartan Drive and Haymeadow Avenue in the area shown on Exhibit "B".
7. That Clearwater shall:
  - a. provide an easement for the sanitary forcemain at no cost to the City (shown as "2" on Exhibit "B" attached hereto);
  - b. dedicate the right-of-way for Spartan Drive and Haymeadow Avenue at no cost to the City (shown as "1" on Exhibit "B" attached hereto);

Dated this 3 day of February, 2016.

Clearwater Creek Development, LLC

By: Robert A De Bruin  
Printed Name: Robert A De Bruin  
Title: Member

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF WISCONSIN )

: ss.  
Ottawamille COUNTY )

Personally came before me on this 3 day of February, 2016, the  
above-named Robert A De Bruin and \_\_\_\_\_, to me  
known to be the persons who executed the foregoing instrument and acknowledge the same.

Jill M Hendricks  
Printed Name: Jill M Hendricks  
Notary Public, State of Wisconsin  
My commission is/expires: 10/19/19



[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]


City of Appleton

By: [Signature]  
Timothy M. Hanna, Mayor

By: [Signature]  
Kami Seefeldt, City Clerk  
Lynch

STATE OF WISCONSIN     )  
   : ss.  
OUTAGAMIE COUNTY     )

Personally came before me on this 4 day of April, 2016, the  
above-named Timothy M. Hanna and Kami Seefeldt, to me known to be the persons who executed  
the foregoing instrument and acknowledge the same.

[Signature]  
Printed Name: James P. Walsh  
Notary Public, State of Wisconsin  
My commission is/ expires 12/31/17  


Provision has been made to pay the liability  
that will accrue under this contract.

[Signature]  
Anthony D. Saucerman, Director of Finance

Approved as to Form:

[Signature]  
James P. Walsh, City Attorney

This instrument was drafted by:  
James P. Walsh, Appleton City Attorney  
J:\Attorney\WORD\Agreements (General)\SPARTAN DRIVE-  
HAYMEADOW AVENUE - Agrm with Pat Hietpas - 02-03-16.doc



# EASEMENT AGREEMENT

For and in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, Clearwater Creek Development LLC, a Wisconsin Limited Liability Company, as owner (Grantor) does hereby grant to the City of Appleton ("Grantee") a utility easement, City infrastructure easement and an ingress egress access easement upon, within and beneath a portion of grantor's land and being further described below.

See Exhibit "A" for a property description, terms and conditions.  
See Exhibit "B" for Map, all attached hereto and incorporated herein by reference.

Record and return to:  
City of Appleton - City Attorney's Office  
100 North Appleton Street  
Appleton, WI 54911-4799

Tax Key No.: 31-6-6201-00

IN WITNESS WHEREOF, the said Grantor has caused these presents to be signed this 3 day

of February, 2016.

Clearwater Creek Development LLC, a Wisconsin Limited Liability Company

By Robert A De Bruin

By \_\_\_\_\_

Printed Name Robert A De Bruin

Printed Name \_\_\_\_\_

Title Member

Title \_\_\_\_\_

STATE OF WISCONSIN )

)ss

OUTAGAMIE COUNTY )

Personally came before me this 3 day of February, 2016, the above-named,

Robert A De Bruin

and \_\_\_\_\_, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Kell M. Hendricks  
Notary Public, State of Wisconsin

My commission expires 8/19/19



## EXHIBIT "A"

### AREA "1" (SEE EXHIBIT "B") = SANITARY SEWER, STORM SEWER, WATERMAIN, AND CITY STREET EASEMENT

It is agreed that the Grantor, its lessees, successors, heirs or assigns (hereinafter referred to as "Grantor"), shall have full use and enjoyment of the property referenced below provided that such use does not interfere with Grantee's right to install, replace, operate, maintain, repair and relocate the above described City utilities or infrastructure improvements. It is further agreed that after installing, replacing, operating, maintaining, repairing or relocating of said City utilities or infrastructure improvements Grantee shall restore said property, as closely as possible, to the condition previously existing, and Grantee does hereby agree to compensate fully for any damage caused directly or indirectly from said installation, replacement, operation, maintenance, repair or relocation of said City utilities or infrastructure improvements. Grantee agrees that it shall give timely notice to the Grantor of routine maintenance work. This easement includes the right of access and to operate any and all necessary equipment thereon. This area is intended to be a permanent easement until such time mutually agreeable terms are reached for the Grantee to become the fee owner of the below described easement area.

*The servient property is described as:* All of City of Appleton Tax Parcel No.31-6-6201-00, located in and being a part of the Northwest ¼ of the Southeast ¼ of Section 2, Township 21 North, Range 17 East, City of Appleton, Outagamie County, Wisconsin.

*The easement is described as:* All those lands of the owner within the following described traverse: Being a part of the Northwest ¼ of the Southeast ¼ of Section 2, Township 21 North, Range 17 East, City of Appleton, Outagamie County, Wisconsin, containing 1.4047 Acres of land m/l and described as follows:

Commencing at the most North and East line of Haymeadow Avenue as dedicated by the FIRST ADDITION TO CLEARWATER CREEK PLAT and being the point of beginning;

Thence South 89°43'49" West 60.00 feet, along a North line of said Plat to the West line of Haymeadow Avenue;  
Thence North 00°15'15" East 732.17 feet;

Thence Southwesterly 156.92 feet along the arc of a curve to the left having a radius of 360.00 feet and the chord of which bears South 77°46'00" West 155.68 feet; Thence North 00°15'15" East 86.57 feet;

Thence Northeasterly 155.20 feet along the arc of a curve to the right having a radius of 440.00 feet and the chord of which bears North 80°08'59" East 154.39 feet; Thence South 89°44'45" East 60.00 feet

Thence South 00°15'15" West 811.62 feet to the Point of Beginning.

### AREA "2" (SEE EXHIBIT "B") = SANITARY SEWER FORCE MAIN EASEMENT

It is agreed that the Grantor, its lessees, successors, heirs or assigns (hereinafter referred to as "Grantor"), shall have full use and enjoyment of the property referenced below provided that such use does not interfere with Grantee's right to install, replace, operate, maintain, repair and relocate a sanitary sewer force main. It is further agreed that after installing, replacing, operating, maintaining, repairing or relocating of said sanitary sewer force main Grantee shall restore said property, as closely as possible, to the condition previously existing, and Grantee does hereby agree to compensate fully for any damage caused directly or indirectly from said installation, replacement, operation, maintenance, repair or relocation of said sanitary sewer force main. Grantee agrees that it shall give timely notice to the Grantor of routine maintenance work. This easement includes the right of access and to operate any and all necessary equipment thereon. This easement is intended to be temporary and the Grantee agrees to release any and all interest in said property upon the installation of a permanent sanitary sewer force main within future Sommers Drive.

*The servient property is described as:* All of City of Appleton Tax Parcel No.31-6-6201-00, located in and being a part of the Northwest ¼ of the Southeast ¼ of Section 2, Township 21 North, Range 17 East, City of Appleton, Outagamie County, Wisconsin.

*The easement is described as:*

All those lands of the owner within the following described traverse: Being a part of the Northwest ¼ of the Southeast ¼ of Section 2, Township 21 North, Range 17 East, City of Appleton, Outagamie County, Wisconsin, containing 0.0699 Acres of land m/l and described as follows:

Commencing at the most North and East line of Haymeadow Avenue as dedicated by the FIRST ADDITION TO CLEARWATER CREEK PLAT;

Thence South 89°43'49" West 60.00 feet, along a North line of said Plat to the West line of Haymeadow Avenue;  
Thence South 00°15'15" West 24.75 feet along the West line of Haymeadow Avenue to the point of beginning;

Thence continue South 00°15'15" West 20.00 feet along the West line of Haymeadow Avenue;

Thence North 89°44'45" West 151.99 feet; Thence North 00°15'15" East 22.01 feet;

Thence South 55°08'53" East 3.53 feet;

Thence South 89°44'45" East 149.09 feet to the Point of Beginning.

APPROVED AS TO FORM: James P. Walsh, City Attorney

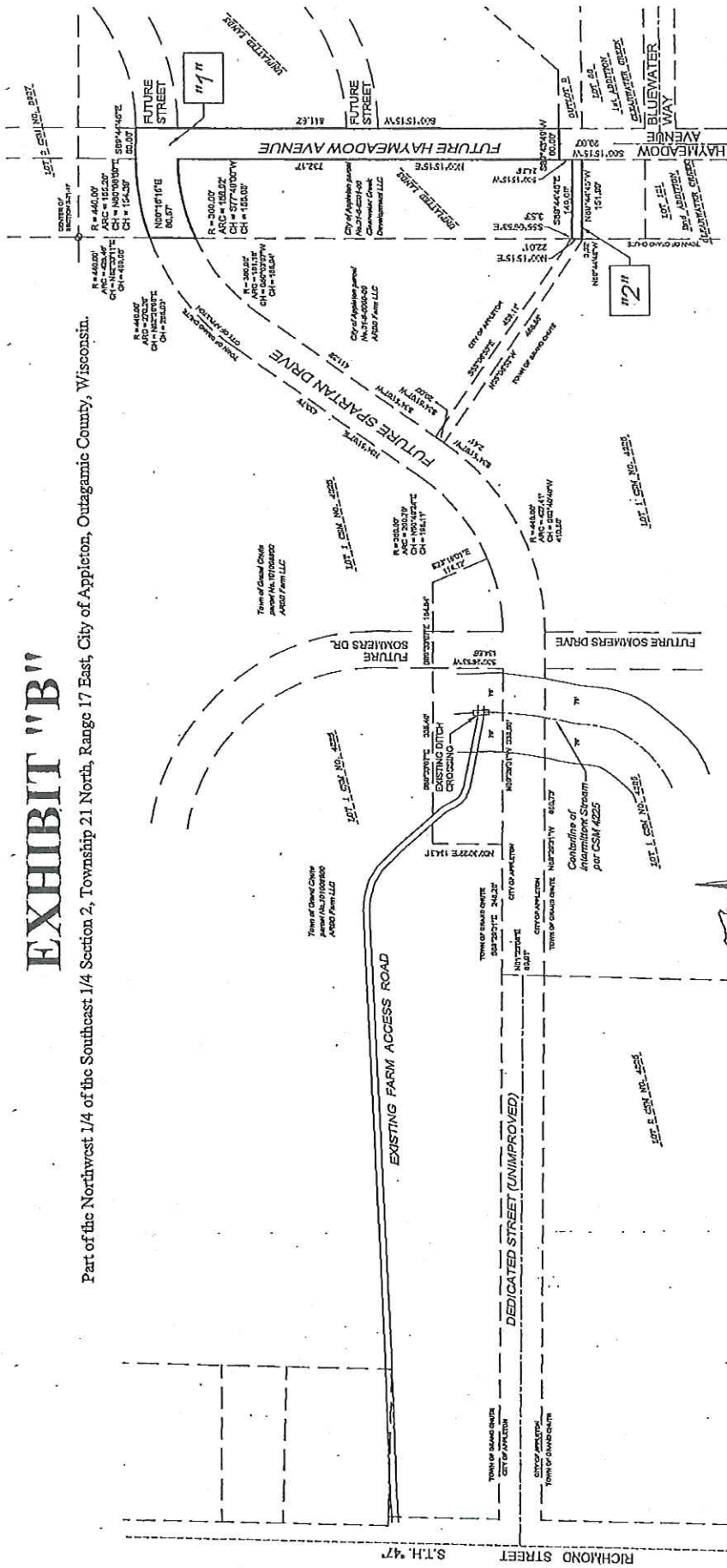
Drafted by: James P. Walsh, City Attorney

H:\Word doc\Easements\Sanitary\2016\SpartanDr\_Clearwater\_0120\_2016.doc

R-44

# EXHIBIT "B"

Part of the Northwest 1/4 of the Southeast 1/4 Section 2, Township 21 North, Range 17 East, City of Appleton, Outagamie County, Wisconsin.



**CITY OF APPLETON**  
**DEPT. OF PUBLIC WORKS**  
**ENGINEERING DIVISION**  
 100 NORTH APPLETON STREET  
 APPLETON, WI 54911  
 920-832-6474  
 DRAFTED BY: T. KROMM

SCALE IN FEET



BEARINGS ARE REFERENCED TO THE WISCONSIN  
 COUNTY COORDINATE SYSTEM, OUTAGAMIE COUNTY.  
 REFERENCE TO THE NATIONAL AVENUE  
 RECORDS AS N 10° 15' 15\"/>



*"...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](mailto:dean.gazza@appleton.org)

TO: Finance Committee

FROM: Dean R. Gazza

DATE: 9/21/2020

RE: Action: Award the "2020 Wastewater Treatment Plant Asbestos Flooring Removal Project" to Cardinal Construction Co., Inc. in the amount of \$38,797 with a contingency of 10% for a project total not to exceed \$42,677.

The 2020 Capital Improvement Plan includes \$125,000 to remediate asbestos at the Wastewater Treatment Plant. Of that amount, \$6,880 has been utilized for professional services, leaving a balance of \$118,120 for construction. PRFMD has been budgeting bi-annually for asbestos remediation at the Wastewater Treatment Plant. This project will remove all the asbestos flooring in the A-Building and S-Building.

The bids were received as follows:

<b>Cardinal Construction Co., LLC.</b>	<b>\$38,797</b>
The MRD Group, Inc.	\$46,200

Our Design Consultant has written the City of Appleton a formal letter of recommendation to award the contract to Cardinal Construction Co., Inc. The Parks, Recreation, and Facilities Management Department has also reviewed the bids and is in agreement with the Design Consultants recommendation. Therefore, we recommend awarding the contract to Cardinal Construction Co., Inc. in the amount of \$38,797 plus a contingency of 10% only to be utilized as needed.

Please contact me at 832-5572 or at [dean.gazza@appleton.org](mailto:dean.gazza@appleton.org) with any questions.





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

**PARKS, RECREATION & FACILITIES  
MANAGEMENT**

**Dean R. Gazza, Director**

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Appleton, Wisconsin 54911-8401  
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Email - [dean.gazza@appleton.org](mailto:dean.gazza@appleton.org)

TO: Finance Committee

FROM: Dean R. Gazza

DATE: 9/21/2020

RE: Action: Award the City of Appleton "2020 Fire Station #1 Bathroom Renovation Project" contract to Miron Construction Co., Inc. in the amount of \$182,257 with a contingency of 10% for a project total not to exceed \$200,483.

Action: Approve balance transfer of \$50,000 from the "2020 Fire Station #6 Hardscapes Project" to "2020 Fire Station #1 Bathroom Renovation Project."

The 2020 Capital Improvement Plan includes \$175,000 to remodel the men's second floor bathroom at Fire Station #1. The amount of \$23,625 has been utilized for design leaving a balance of \$151,375 for construction. The second floor bathroom is currently 55 years old and many of the plumbing fixtures and components (pipes, flush valves, etc.) are failing and need to be replaced. This project will include all new plumbing components, lights, stall partitions, and facades. During the design phase it was determined that to meet current ADA codes, we would have to include the second floor women's bathroom into the project. This addition to the project scope has caused the need for the requested budget transfer.

The bids were received as follows:

<b>Miron Construction Co., Inc. (low bid)</b>	\$182,257
Cardinal Construction Co., Inc.	\$182,964
Milbach Construction Services Co.	\$196,390
MJI Building Services, LLC	\$226,650
Frank O. Zeise Construction Co., Inc.	\$231,700
RJM Construction, LLC	\$235,920
The Boldt Company	\$244,000
Tri-North Builders	\$250,600

We are requesting a balance transfer from the 2020 Fire Station #6 Hardscapes Project. The Fire Station #6 hardscapes Project bids came in under the estimated budget.

Our Design Consultant 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 Design Consultants recommendation. Therefore, we recommend awarding the contract to Miron Construction Co., Inc. in the amount of \$182,257 plus a contingency of 10% only to be utilized as needed.

Please contact me at 832-5572 or at [dean.gazza@appleton.org](mailto:dean.gazza@appleton.org) with any questions.

## **BROADWAY HILLS ESTATES (PHASE 1) DEVELOPMENT AGREEMENT**

**THIS AGREEMENT**, made by and between the **City of Appleton** by its City Council, a body politic and municipal corporation with a mailing address of 100 North Appleton Street, Appleton, WI 54911 ("City") and **North Properties LLC**, a corporation with a business address of 4226 E. Appleseed Drive, Appleton, WI 54913, the owner and developer ("Developer") of property lying within the City of Appleton:

**WHEREAS**, Section 17-3 of the Appleton Municipal Code provide for the installation of required improvements in new subdivisions; and

**WHEREAS**, the Developer has proposed to develop the Broadway Hills Estates residential subdivision on property within the corporate limits of the City ("Proposed Development"), described in *Exhibit 1* (Legal Description provided by Developer) attached hereto; and

**WHEREAS**, the Final Plat of the Broadway Hills Estates Subdivision, shown in *Exhibit 2* (provided by Developer) attached hereto, has been conditionally approved by the City; and

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

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

**NOW THEREFORE**, it is mutually agreed as follows:

1. The Developer shall be responsible for the installation of all the following in the Proposed Development, to the standards set forth by the City, pursuant to paragraph 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 and associated piping and laterals
  - d. Street excavation and graveling, terrace seeding, lot filling, grading and seeding and all associated construction site erosion control measures, with fill to consist of clay fill in the streets.
  - e. Street Lights
  - f. All other infrastructure required for the developments not specifically set forth in this agreement
2. The Developer shall provide the City an estimate for items 1a – 1f prior to the installation of the items for the development.

3. The Developer shall provide fully executed and signed *Waivers of Special Assessment Notices and Hearing* (shown in **Exhibit 3**) for the development, acknowledging consent to pay Special Assessments levied by the City for the following items to be furnished and/or installed by the City:

- a. City Administrative Fees
- b. Temporary Asphalt Street Surface
- c. Sanitary Area Assessment
- d. Sanitary Sewer and Watermain Connection Fees
- e. Televising of sanitary and storm sewer lines
- f. Street Name Signs
- g. Traffic Control Signs
- h. Concrete Pavement abutting lots owned by the Developer at the time of concrete paving
- i. Sidewalks installed on lots owned by the Developer at the time of concrete paving

Estimates of up-front City costs and associated special assessments to be paid by the Developer for items 3a – 3i for the development are attached hereto as **Exhibit 4**. The actual final costs for items 3a-3i will be used as the basis for the special assessments billed to the Developer.

4. 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, storm sewer, water main, street excavation and graveling and street lights for the Proposed Development. Said information provided by Developer shall be provided within 60 days of installation and shall meet City's Infrastructure Adjustment Form requirements. The Developer's design engineer shall perform the construction staking and the City shall inspect the same.

5. 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 in the Proposed Development under the supervision of City inspectors.

6. 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 paragraph 1.

7. The Developer agrees to convey by deed, dedication, or other appropriate means, to the City all the streets, roads, courts, avenues, drives, public ways, sanitary sewer, storm sewer, water main, 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 Proposed Development and this agreement.

8. 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.

9. 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. Repairs shall be completed within six (6) months of notification from the City to the Developer of the need to repair or replace such damage.



10. The Developer shall pay the cost of all items listed under Paragraph 1 above. Concrete Paving and sidewalks will be assessed to the abutting property owners and the Developer will be assessed for only the cost of those lots owned by the Developer. Concrete streets shall be installed only after 75% of the lots in the Proposed Development have been issued building permits or after a 7-year period from the date of official street opening, whichever comes first.
11. The schedule for the Proposed Development shall be as follows:
- a. 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, unless an Early Start is approved by the City Engineer.
  - 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.
12. The developer shall pay any required parkland fees pursuant to Chapter 17 of the Appleton Municipal Code, not to exceed \$300 per lot.
13. The City agrees to include the installation of watermain in French Road adjacent to this Development to serve Phase 2 in the 2022 Capital Improvement Budget, contingent upon the annexation application filed by December 31, 2020.
14. The City shall contribute \$43,844.44 towards the costs of constructing the North (\$21,959.22) and South (\$21,885.22) stormwater ponds per the attached sub-basin calculations in **Exhibit 5**.
15. The City represents that this Agreement and the terms and conditions contained herein are consistent with adopted ordinances and resolutions on the subject matter.
16. The Developer shall pay the entire cost associated with installation of underground gas, electric, telephone and cable TV utilities and streetlights in the Proposed Development. The City shall review the proposed locations and have approval authority over any utilities proposed within the public right-of-way, prior to installation. The City standard for streetlights is wooden poles. The street lighting plan shall be designed by We Energies and approved by the City. The City shall pay We Energies the monthly electrical charge for street lighting. If the Developer desires decorative streetlights, then the Developer shall be responsible for all costs associated with the decorative streetlights, above the standard wood pole equivalent costs. The Developer shall be responsible for requesting said decorative lights from WE Energies. The Developer must also sign a Waiver of Special Assessments document for the annual assessments associated with decorative lighting.
17. The City represents and warrants to Developer that they have the power, authority and legal right to enter into all of the transactions and to perform all of the covenants and obligations required to be entered into or performed by the City under this Agreement.
- a. The City represents and warrants to Developer that they are empowered and authorized to execute and deliver this Agreement and other agreements and documents, if any, required hereunder to be executed and delivered by the City. This Agreement has been, and each

such document at the time it is executed and delivered, will be duly executed and delivered on behalf of the City and Village.

- b. When executed and delivered to Developer, all such agreements shall constitute a legal, valid and binding obligation of the City, enforceable in accordance with their terms.

18. The Developer represents and warrants to the City that Developer is a Limited Liability Company, duly organized and existing under the laws of the State of Wisconsin, and that all proceedings of Developer necessary to authorize the negotiation and execution of this Agreement and the consummation of the transaction contemplated by this Agreement have been taken in accordance with applicable law.

19. The Developer represents and warrants to the City that the execution and delivery of this Agreement, the consummation of the transactions contemplated in this Agreement and the execution and delivery of the documents required to be executed, delivered or acknowledged by Developer at the closing will not violate any provision of Developer's operating agreement or any applicable statute, rule, regulation, judgment, order or decree of the State of Wisconsin or a court having jurisdiction over Developer or its property.

20. The Agreement shall be effective as of the date of execution thereof and remain in effect until the earliest of: (a) the Developer notifies the City that the Proposed Development has been terminated, (b) upon the mutual agreement of the Parties to terminate the Agreement, or (c) if one (1) year after the date of execution the Developer not take any further action on the Proposed Development.

21. This Agreement, along with *Exhibits 1 through 5* sets forth the entire understanding of the parties relative to its subject matter and supersedes and merges any and all prior communications, negotiations and agreements, oral or written.

22. It is understood and agreed that the provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any one or more of the provisions contained herein shall not affect the validity and enforceability of the other provisions contained herein.

23. This Agreement may not be modified or amended, except when placed in writing, with the written consent of the City and the Developer.

[SIGNATURE PAGE TO FOLLOW]

North Properties, LLC

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF WISCONSIN        )

: ss.

\_\_\_\_\_ COUNTY    )

Personally came before me on this \_\_\_\_ day of \_\_\_\_\_, 2020, the above-named persons, \_\_\_\_\_ and \_\_\_\_\_, to me known to be the persons who executed the foregoing instrument and acknowledge the same.

\_\_\_\_\_  
Notary Public, State of Wisconsin

My commission is/expires: \_\_\_\_\_

# CITY OF APPLETON

By: \_\_\_\_\_  
Jake Woodford, Mayor

By: \_\_\_\_\_  
Kami Lynch, City Clerk

STATE OF WISCONSIN       )  
  : ss.  
OUTAGAMIE COUNTY       )

Personally came before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2020, the above-named Jake Woodford and Kami Lunch, to me known to be the persons who executed the foregoing instrument and acknowledge the same.

\_\_\_\_\_  
Notary Public, State of Wisconsin  
My commission is/expires: \_\_\_\_\_

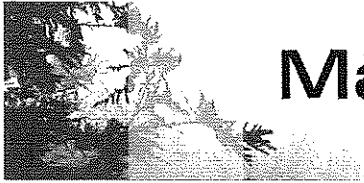
Provision has been made to pay the liability  
that will accrue under this contract.

Approved as to Form:

\_\_\_\_\_  
Tony Saucerman, Director of Finance

\_\_\_\_\_  
Christopher Behrens, City Attorney





# Martenson & Eisele, Inc.

professionals dedicated to serving people committed to improving their communities

Planning  
Environmental  
Surveying  
Engineering  
Architecture

## EXHIBIT 1

PART OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 AND PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4, SECTION 31, TOWNSHIP 22 NORTH, RANGE 18 EAST, CITY OF APPLETON, OUTAGAMIE COUNTY, WISCONSIN, MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 31; THENCE NORTH 89 DEGREES 51 MINUTES 17 SECONDS WEST, ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION, A DISTANCE OF 877.00 FEET; THENCE NORTH 00 DEGREES 43 MINUTES 43 SECONDS EAST, 33.01 FEET, TO THE NORTH RIGHT-OF-WAY LINE OF BROADWAY DRIVE; THENCE NORTH 89 DEGREES 51 MINUTES 17 SECONDS WEST, ALONG THE NORTH RIGHT-OF-WAY LINE OF BROADWAY DRIVE, A DISTANCE OF 386.28 FEET; THENCE NORTH 02 DEGREES 03 MINUTES 47 SECONDS EAST, ALONG THE EAST LINE OF OUTLOT 1 OF CERTIFIED SURVEY MAP NO. 5664, A DISTANCE OF 1371.59 FEET; THENCE SOUTH 89 DEGREES 51 MINUTES 17 SECONDS EAST, 1262.37 FEET, TO THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION; THENCE SOUTH 01 DEGREES 59 MINUTES 41 SECONDS WEST, ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION, A DISTANCE OF 662.89 FEET; THENCE NORTH 88 DEGREES 00 MINUTES 19 SECONDS WEST, 210.94 FEET; THENCE SOUTH 01 DEGREES 59 MINUTES 41 SECONDS WEST, 204.50 FEET; THENCE SOUTH 88 DEGREES 00 MINUTES 19 SECONDS EAST, 210.94 FEET, TO THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION; THENCE SOUTH 01 DEGREES 59 MINUTES 41 SECONDS WEST, ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION, A DISTANCE OF 537.16 FEET TO THE POINT OF BEGINNING.

CONTAINING A TOTAL OF 1,717,423 SQUARE FEET [39.427 ACRES].

PROJECT NO.: 1-1306-001

DATE: September 3, 2020

Q:\1-1306-001 GAUERKE FREEDOM ESTIMATE\DEVELOPER\_AGREEMENT\EXHIBIT 1 LEGAL.DOC



PART OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 AND PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4, SECTION 31, TOWNSHIP 22 NORTH, RANGE 18 EAST, CITY OF APPLETON, OUTAGAMIE COUNTY, WISCONSIN.

UNPLATTED LANDS  
OWNER: YMCA OF FOX CITIES  
DOCUMENT NO. 1752668  
ZONED C-2

NE1/4-SE1/4

UNPLATTED LANDS  
OWNER: NORTH APPLETON PROPERTIES, LLC  
DOCUMENT NO. 2191480  
ZONED AGD

UNPLATTED LANDS  
OWNER: THOMAS & MARY VANHANDEL  
JOINT REVOCABLE TRUST  
DOCUMENT NO. 2169262  
ZONED AGD

TOWN OF FREEDOM

C.S.M. NO. 5664

CITY OF APPLETON

T-1 ZONED AG

TOWN OF FREEDOM S89°51'17"E 1262.37'

CITY OF APPLETON

NORTH LINE OF THE SE1/4-SE1/4

1,717,423 SQ.FT.  
39.427 ACRES

SE1/4-SE1/4

N88°00'19"W

$N$  210.94

S01°59'41"

S88°00'19"E

1°59'41"W. —662.89'

ROAD

ZONED AGC

—

FRENCH

EAST CORNER  
TION 31  
N, R18E

ZONED AGD

BROADWAY

ZONED R1-B

N00°43'43"E  
33.01'

N89°51'17"W—877.00'

## DRIVE

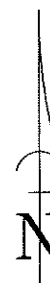
ZONED AGD

ZONED AGD

BEARINGS ARE REFERENCED TO THE OUTAGAMIE COUNTY COORDINATE SYSTEM WHICH HAS THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 31, RECORDED TO BEAR S 01°59'41" W

$$1^{17} = .300^9$$


SCALE IN FEET



Martenson & Eisele, Inc.

1377 Midway Road  
Menasha, WI 54952  
www.martenson-eisele.com  
info@martenson-eisele.com  
920.731.0381 1.800.236.0381

Planning  
Environmental  
Surveying  
Engineering  
Architecture

DATED: SEPTEMBER 3, 2020

PROJECT NO. 1-1306-001  
FILE 1-1306-001DevAgree.dwg  
THIS INSTRUMENT WAS DRAFTED BY: A.Sedlor

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:

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 \_\_\_\_\_

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

FIELD NOTES:

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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 \_\_\_\_\_

Broadway Hills Estates Subdivision (Phase 1)			
EXHIBIT 4	Number of Lots :	20	NOTES / COMMENTS
	Total Lot Area (SF) :	1,375,482	
	Total C/L Footage (LF) :	1,841	
	Total Pavement Area (SF) :	60,753	
City of Appleton Costs (Assessed) <i>Estimated</i>	Administrative Fees (Engineering, Inspection, Survey)	\$13,807.50	\$7.50 per c/l foot
	Temporary Asphalt Pavement	\$92,408.00	\$13.70 +/- per square yard
	Sanitary Sewer Connection Fee	\$28,494.61	\$37.64 per front ft. (Broadway frontage less pond outlot)
	Water Main Connection Fee	\$52,476.88	\$25.21 per front ft. (Broadway and west frontage less pond outlot)
	Sanitary Sewer Area Assessment	\$32,805.25	\$23.85 per 1000 s.f.
	Sanitary & Storm Sewer Televising	\$2,761.50	\$1.50 per c/l foot
	Street Name / Traffic Control Signs	\$2,761.50	\$1.50 per c/l foot
	Concrete Pavement	\$44,184.00	\$60.00 per front ft. (for 20% of lots)
	Sidewalks - at time of Concrete Pavement	\$22,092.00	\$30.00 per front ft. (for 20% of lots)
	SUBTOTAL	\$291,791.24	
Developer Costs And Responsibility <i>Estimated</i>	Mobilization, Misc. Construction, Topsoil Stripping, Erosion Control	\$107,206.49	
	Sanitary Sewer	\$119,690.00	
	Storm Sewer	\$192,553.00	
	Water Main	\$142,690.00	
	Sanitary Laterals	\$22,700.00	
	Storm Laterals	\$18,362.00	
	Water Services	\$32,849.64	
	Grading & Graveling	\$138,324.81	
	Stormwater Ponds (Total Construction Cost)	\$123,067.36	
	Stormwater Ponds (City Contribution)	-\$43,844.44	
	Street Lights	\$12,000.00	
	Private Electric	\$40,195.00	
	Private Gas	\$22,000.00	
	SUBTOTAL	\$927,793.86	
PROJECT TOTALS		\$1,219,585.10	



**City Pond Participation Exhibit 5**

Subbasin	Name	Area (ac)	Owner	Pond
7	Offsite North (treated)	7.761	City	North
8	North	19.951	Developer	North
12	N French Rd	5.282	City	North
9	South	24.842	Developer	South
11	Offsite West (treated)	3.952	City	South
13	S French Rd	2.157	City	South
14	Broadway Drive	5.070	City	South
<b>Total</b>		<b>69.015</b>		

Totals	Area (ac)	Percentage
<b>North Pond</b>	<b>32.994</b>	
City	13.043	39.5%
Developer	19.951	60.5%
<b>South Pond</b>	<b>36.021</b>	
City	11.179	31.0%
Developer	24.842	69.0%
<b>Total</b>	<b>69.015</b>	

Bid	City Contribution
<b>\$55,548.76</b>	\$21,959.22
<b>\$70,518.60</b>	
	\$21,885.22
	<b>\$43,844.44</b>



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**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](mailto:dean.gazza@appleton.org)

TO: Finance Committee

FROM: Dean R. Gazza

DATE: 9/21/2020

RE: Action: Award the "2020 Ionization HVAC Project" to Energy Control and Design, Inc. for a sole-source contract not-to-exceed \$125,000.

The Federal Government has created a grant to cover costs for COVID-19. This grant ends at the end of October.

This contract is to install bi-polar ionization air purification systems within various facilities. Bi-polar ionization systems improve indoor air quality using ions to attach to particles and neutralize pathogens including viruses, bacteria, and allergens. The ions kill pathogens by robbing them of life-sustaining hydrogen. The device is installed on HVAC equipment allowing the ions get circulated into the air stream and distributed equally throughout the building. The ions work to sterilize and purify the air.

The GPS brand that will be installed has low maintenance costs, low energy use, simple to install, produces zero ozone and is safe for use in commercial, industrial and residential buildings.

We estimate the cost of the equipment to not exceed \$125,000 based on quotes received thus far. The actual cost may be less, but we are asking for authorization to spend up to \$125,000 and to request reimbursement through the COVID grant.

Energy Control and Design has been selected to sole source this work since they are our current HVAC contractor whom has been awarded our HVAC service contract. In addition, they have worked with us to determine the proper ionization equipment for each location and are prepared to provide this equipment prior to the grant deadline.

Please contact me at 832-5572 or at [dean.gazza@appleton.org](mailto:dean.gazza@appleton.org) with any questions.

**CONTRACT CHANGE ORDER**

Change Order No. ONE  
Date 09/10/20

Contract No. 17-20 for the following public work : North Edgewood Sanitary Lift Station  
between PTS Contractors, Inc. 4075 Eaton Rd., Green Bay, WI 54311  
(Contractor Name) (Contractor Address)  
and the City of Appleton dated: 18-Dec-19 is hereby changed in the following particular wit:

Item No.	Account No.	Current Contract Amount	Current Contingency	C.O. Amount (+/-)	Contingency (+/-)	New Contract Total	New Contingency Total
1	<u>5431.690803</u>	<u>\$865,737.00</u>	<u>\$40,000.00</u>	<u>\$12,500.00</u>	<u>-\$12,500.00</u>	<u>\$878,237.00</u>	<u>\$27,500.00</u>
2	<u></u>	<u></u>	<u></u>	<u></u>	<u></u>	<u>\$0.00</u>	<u>\$0.00</u>
3	<u></u>	<u></u>	<u></u>	<u></u>	<u></u>	<u>\$0.00</u>	<u>\$0.00</u>
4	<u></u>	<u></u>	<u></u>	<u></u>	<u></u>	<u>\$0.00</u>	<u>\$0.00</u>
5	<u></u>	<u></u>	<u></u>	<u></u>	<u></u>	<u>\$0.00</u>	<u>\$0.00</u>
6	<u></u>	<u></u>	<u></u>	<u></u>	<u></u>	<u>\$0.00</u>	<u>\$0.00</u>
7	<u></u>	<u></u>	<u></u>	<u></u>	<u></u>	<u>\$0.00</u>	<u>\$0.00</u>
8	<u></u>	<u></u>	<u></u>	<u></u>	<u></u>	<u>\$0.00</u>	<u>\$0.00</u>
9	<u></u>	<u></u>	<u></u>	<u></u>	<u></u>	<u>\$0.00</u>	<u>\$0.00</u>
10	<u></u>	<u></u>	<u></u>	<u></u>	<u></u>	<u>\$0.00</u>	<u>\$0.00</u>
Total		<u>\$865,737.00</u>	<u>\$40,000.00</u>	<u>\$12,500.00</u>	<u>-\$12,500.00</u>	<u>\$878,237.00</u>	<u>\$27,500.00</u>

Reason for Change: Upgrade of Transformer from 5KVA to 10KVA, Relocate VFD to Generator room, addition of stone backfill for sanitary trenching.

The Contract Time will be (increased / decreased / unchanged) by this Change Order: 0 Days

The Date of Completion as of the date of this Change Order therefore is: N/A

Finance Committee Agenda Date: 09/21/20

Date approved by Council: 10/07/20

CONTRACT CHANGE ORDER

Change Order No. ONE  
Date 09/15/20

Contract No. 96-19 for the following public work : S&W Spartan, Sommers, & Haymeadow  
between Kruczek Contractors, Inc. 3636 Kewaunee Rd., Green Bay WI 54304  
(Contractor Name) (Contractor Address)

and the City of Appleton dated: 08/21/19 is hereby changed in the following particular wit:

Item No.	Account No.	Current Contract Amount	Current Contingency	C.O. Amount (+/-)	Contingency (+/-)	New Contract Total	New Contingency Total
1	<u>5371.6408</u>	<u>\$347,572.00</u>	<u>\$12,500.00</u>	<u>\$11,652.50</u>	<u>-\$11,652.50</u>	<u>\$359,224.50</u>	<u>\$847.50</u>
2	<u>5431.6408</u>	<u>\$234,232.17</u>	<u>\$12,500.00</u>	<u>\$4,530.50</u>	<u>-\$4,530.50</u>	<u>\$238,762.67</u>	<u>\$7,969.50</u>
3	<u>5230.6408</u>	<u>\$351,529.17</u>	<u>\$20,000.00</u>	<u>\$5,932.00</u>	<u>-\$5,932.00</u>	<u>\$357,461.17</u>	<u>\$14,068.00</u>
4	<u></u>	<u></u>	<u></u>	<u></u>	<u></u>	<u>\$0.00</u>	<u>\$0.00</u>
5	<u></u>	<u></u>	<u></u>	<u></u>	<u></u>	<u>\$0.00</u>	<u>\$0.00</u>
6	<u></u>	<u></u>	<u></u>	<u></u>	<u></u>	<u>\$0.00</u>	<u>\$0.00</u>
7	<u></u>	<u></u>	<u></u>	<u></u>	<u></u>	<u>\$0.00</u>	<u>\$0.00</u>
8	<u></u>	<u></u>	<u></u>	<u></u>	<u></u>	<u>\$0.00</u>	<u>\$0.00</u>
9	<u></u>	<u></u>	<u></u>	<u></u>	<u></u>	<u>\$0.00</u>	<u>\$0.00</u>
10	<u></u>	<u></u>	<u></u>	<u></u>	<u></u>	<u>\$0.00</u>	<u>\$0.00</u>
Total		<u>\$933,333.34</u>	<u>\$45,000.00</u>	<u>\$22,115.00</u>	<u>-\$22,115.00</u>	<u>\$955,448.34</u>	<u>\$22,885.00</u>

Reason for Change: Adjustments based on final measured quantities, added sewer outfall cleaning and additional grading work.

The Contract Time will be increased by this Change Order: 10 Days

The Date of Completion as of the date of this Change Order therefore is: 70 days

Finance Committee Agenda Date: 09/21/20

Date approved by Council: 10/07/20



## City of Appleton

## Routes to Recovery Grant

## Expense Claims - Submitted 9/15/20

Date Paid	Vendor Name	Cost Category	Nature of COVID-19-Related Goods/Services Provided	Amount Paid
8/31/2020	WI DEPT WORKFORCE DEVELOPMENT	2 - PPE	Unemployment claims thru 6-30	\$ 14,217.31
8/24/2020	AMAZON	2 - PPE	No touch door openers	\$ 1,753.50
8/17/2020	ACE HARDWARE OF APPL	2 - PPE	Materials for barriers	\$ 27.78
8/17/2020	SILLY TOAST DESIGNS	2 - PPE	Facemasks	\$ 15,663.86
8/17/2020	FASTSIGNS	1 - EMG OPS	Signs	\$ 490.00
8/17/2020	CORNERSTONE TEAM SPORTS	2 - PPE	Disinfecting wipes	\$ 2,999.00
8/17/2020	THE HOME DEPOT	2 - PPE	Materials for barriers	\$ 73.67
8/17/2020	TARTAN SUPPLY CO., I	2 - PPE	Disinfecting wipes	\$ 810.72
8/17/2020	MENARDS	2 - PPE	Materials for sanitation stand	\$ 326.03
8/17/2020	KITZ & PFEIL HARDWAR	2 - PPE	Materials for barriers	\$ 19.96
8/17/2020	AMAZON	2 - PPE	No touch door openers	\$ 2,099.00
8/11/2020	CLEAN POWER, LLC	3 - SUPP & SVC	Level 1 Disinfection Clean	\$ 1,098.65
8/11/2020	CLEAN POWER, LLC	3 - SUPP & SVC	Level 1 Disinfection Clean	\$ 1,089.90
8/10/2020	SILLY TOAST DESIGNS	2 - PPE	Facemasks	\$ 582.50
8/10/2020	CORNERSTONE TEAM SPORTS	2 - PPE	Facemasks	\$ 5,998.00
8/10/2020	ALL LIFT SYSTEMS, IN	2 - PPE	Cleaning Supplies	\$ 306.63
8/10/2020	TRI CITY GLASS AND D	2 - PPE	Materials for barriers	\$ 650.88
8/3/2020	CORNERSTONE TEAM SPORTS	2 - PPE	Facemasks	\$ 5,998.00
7/28/2020	TARTAN SUPPLY CO., I	2 - PPE	Materials for barriers	\$ 391.00
7/27/2020	CORNERSTONE TEAM SPORTS	2 - PPE	Disinfecting wipes	\$ 2,999.50
7/27/2020	AMAZON	2 - PPE	Hand sanitizer	\$ 1,195.80
7/27/2020	CORNERSTONE TEAM SPORTS	2 - PPE	Disinfecting wipes	\$ 2,999.50
7/27/2020	CORNERSTONE TEAM SPORTS	2 - PPE	Facemasks	\$ 2,999.00
7/27/2020	TARTAN SUPPLY CO., I	2 - PPE	Disinfecting wipes	\$ 810.72
7/20/2020	AMAZON	1 - EMG OPS	Supplies for social distancing	\$ 32.50
7/20/2020	DEMCO INC	2 - PPE	Face shields	\$ 39.85
7/20/2020	KITZ & PFEIL HARDWAR	2 - PPE	Materials for barriers	\$ 66.51
7/20/2020	CORNERSTONE TEAM SPORTS	2 - PPE	Facemasks / thermometers	\$ 2,900.00
7/20/2020	CORNERSTONE TEAM SPORTS	2 - PPE	Facemasks / thermometers	\$ 1,439.18
7/20/2020	PCARD ONE TIME PAY	2 - PPE	Materials for barriers	\$ 396.00

7/13/2020 CORNERSTONE TEAM SPORTS	2 - PPE	Disinfecting wipes	\$	2,999.50
7/13/2020 CORNERSTONE TEAM SPORTS	2 - PPE	Disinfecting wipes	\$	2,999.50
7/13/2020 TRI CITY GLASS AND D	2 - PPE	Materials for barriers	\$	976.32
7/13/2020 TALKROUTE	9 - TELEWRK	Phone/PC accessories	\$	59.00
7/13/2020 VORPAHL FIRE AND SAF	2 - PPE	Facemasks	\$	372.00
7/9/2020 AMAZON	9 - TELEWRK	Ink jet cartridge	\$	37.97
7/7/2020 CLEAN POWER, LLC	3 - SUPP & SVC	Level 1 Disinfection Clean	\$	421.75
7/6/2020 LIFE-ASSIST, INC.	2 - PPE	Gloves	\$	2,477.30
7/6/2020 AMAZON	1 - EMG OPS	Supplies for social distancing	\$	32.50
7/6/2020 TRI CITY GLASS AND D	2 - PPE	Materials for barriers	\$	650.88
7/6/2020 TARTAN SUPPLY CO., I	2 - PPE	Disinfecting wipes	\$	371.58
7/6/2020 FOX VALLEY COMMUNICA	1 - EMG OPS	Library signage - Spanish	\$	25.00
7/2/2020 PFEFFERLE COMPANIES	1 - EMG OPS	Access control cards	\$	100.00
6/30/2020 WI DEPT WORKFORCE DEVELOPMENT	2 - PPE	Unemployment claims thru 6-30	\$	17,749.00
6/29/2020 TRI CITY GLASS AND D	2 - PPE	Materials for barriers	\$	110.58
6/29/2020 AMAZON	2 - PPE	Cleaning Supplies	\$	18.99
6/29/2020 AMAZON	2 - PPE	Facemasks	\$	119.94
6/29/2020 SUPERIOR CHEMICAL CO	2 - PPE	Hand sanitizer	\$	643.48
6/29/2020 DISCOUNTMUGS	2 - PPE	Digital thermometers	\$	2,870.50
6/29/2020 AMAZON	2 - PPE	Cleaning Supplies	\$	30.78
6/29/2020 WRIST-BAND.COM	2 - PPE	Cleaning Supplies	\$	70.95
6/29/2020 AMAZON	2 - PPE	Speak-through barriers	\$	61.93
6/22/2020 TRI CITY GLASS AND D	2 - PPE	Materials for barriers	\$	976.32
6/22/2020 S.I.METALS & SUPPLY INC	2 - PPE	Materials for barriers	\$	138.00
6/22/2020 AMAZON	1 - EMG OPS	Supplies for social distancing	\$	83.96
6/22/2020 AMAZON	2 - PPE	Disinfecting wipes	\$	1,909.04
6/22/2020 VARIDESK	2 - PPE	Materials for barriers	\$	380.00
6/22/2020 AMAZON	2 - PPE	Cleaning Supplies	\$	169.99
6/22/2020 TARTAN SUPPLY CO., I	2 - PPE	Cleaning Supplies	\$	525.45
6/22/2020 MENARDS	2 - PPE	Materials for barriers	\$	95.59
6/22/2020 TARTAN SUPPLY CO., I	2 - PPE	Hand sanitizer	\$	1,594.40
6/22/2020 AMAZON	1 - EMG OPS	Supplies for social distancing	\$	218.15
6/22/2020 SUPERIOR CHEMICAL CO	2 - PPE	Cleaning Supplies	\$	1,001.28
6/22/2020 AMAZON	1 - EMG OPS	Supplies for social distancing	\$	149.95
6/22/2020 SAM'S CLUB	1 - EMG OPS	Bags for curb-side pickup	\$	74.80

6/15/2020 DOCUSIGN	9 - TELEWRK	Document signing S/W	\$	300.00
6/15/2020 TALKROUTE	9 - TELEWRK	Phone/PC accessories	\$	59.00
6/8/2020 AMAZON	2 - PPE	Cleaning Supplies	\$	36.90
6/1/2020 VORPAHL FIRE AND SAF	2 - PPE	Cleaning Supplies	\$	465.00
6/1/2020 AMAZON	9 - TELEWRK	Scanner	\$	264.99
5/26/2020 OLSEN SAFETY EQUIPME	2 - PPE	Gloves	\$	29.31
5/18/2020 AMAZON	2 - PPE	Travel bottles	\$	8.98
3/24/2020 JIMMY JOHNS	1 - EMG OPS	EOC meals	\$	75.08
			\$	112,230.59