



City of Appleton

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

Meeting Agenda - Final-revised Common Council

Wednesday, June 2, 2021

7:00 PM

Council Chambers

- A. CALL TO ORDER
- B. INVOCATION
- C. PLEDGE OF ALLEGIANCE TO THE FLAG
- D. ROLL CALL OF ALDERPERSONS
- E. ROLL CALL OF OFFICERS AND DEPARTMENT HEADS
- F. APPROVAL OF PREVIOUS COUNCIL MEETING MINUTES

[21-0729](#) Common Council Meeting Minutes of May 19, 2021

Attachments: [CC Minutes 5-19-21.pdf](#)

- G. BUSINESS PRESENTED BY THE MAYOR

[21-0772](#) Reappointment of Linda Marx to the Board of Review

Attachments: [6-1-21 reappointment BOR.pdf](#)

[21-0684](#) Certificate of Appreciation for Health Officer, Kurt Eggebrecht.

Legislative History

5/19/21 Common Council held

[21-0754](#) Proclamations:

- Pride Month
- CPR & AED Awareness Week
- Gun Violence Awareness Day
- Juneteenth Celebration Day

Attachments: [Pride Month Proclamation.pdf](#)

[CPR AED Awareness Week Proclamation.pdf](#)

[Gun Violence Awareness Day Proclamation.pdf](#)

[Juneteenth Celebration Day Proclamation.pdf](#)

[21-0756](#) COVID-19 Update

Attachments: [COVID -19 Cases June 01.pdf](#)

H. PUBLIC PARTICIPATION

I. PUBLIC HEARINGS

[21-0683](#) Public Hearing for Rezoning #4-21 for U.S. Venture Inc. from R-1B Single-Family District, R-3 Multi-Family District, and P-I Public Institutional District to CBD Central Business District.

Attachments: [RZ #4-21 Notice of Public Hearing.pdf](#)

[21-0749](#) Public Hearing for W. Prospect Ave. & S. Douglas St. Street Vacation

Attachments: [Public Hearing - Prospect and Douglas.pdf](#)

J. SPECIAL RESOLUTIONS

[21-0748](#) Final Resolution for the W. Prospect Ave. and S. Douglas St. Street Vacation

Attachments: [Final Resolution Prospect and Douglas.pdf](#)

K. ESTABLISH ORDER OF THE DAY

L. COMMITTEE REPORTS

1. **MINUTES OF THE MUNICIPAL SERVICES COMMITTEE**

[21-0657](#) Request from Mike Krejcarek, 717 N. Richmond Street, for a variance to Municipal Code 19-91 (f)(5) to extend driveway 10 feet into greater front yard.

Attachments: [717 N Richmond St.pdf](#)

Legislative History

5/24/21	Municipal Services Committee	recommended for approval
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[21-0717](#) Request from Miller Electric for a permanent street occupancy permit to install an overhead pipe bridge structure and associated piers in the Douglas Street right-of-way at 702 S. Douglas Street be approved contingent on

- Minimum overhead clearance of 17'-5"
- Minimum sidewalk clearance of 4' for ADA compliance

Attachments: [Miller Electric-Douglas Street.pdf](#)

Legislative History

5/24/21 Municipal Services recommended for approval
Committee

[21-0718](#) Request from Hoffman Planning, Design & Construction to modify the permanent street occupancy permit for the YMCA Ramp footings and foundations to extend into the right-of-way as follows:

- Oneida Street-5 feet (no change)
- Lawrence Street-7 feet
- Morrison Street-7 feet
- Soldiers Square-8 feet

Attachments: [YMCA Ramp footings.pdf](#)

Legislative History

5/24/21 Municipal Services recommended for approval
Committee

[21-0725](#) Request from Appleton Downtown Inc. for a street occupancy permit for Street Music Week, June 14-18, 2021 in the College Avenue beautification strip between Drew Street and Badger Avenue.

Attachments: [ADI-Street Music Week.pdf](#)

Legislative History

5/24/21 Municipal Services recommended for approval
Committee

2. MINUTES OF THE SAFETY AND LICENSING COMMITTEE

[21-0370](#) Class "B" Beer and Reserve "Class B" Liquor License Temporary Premise Amendment application for Fox Cities Building for the Arts d/b/a Trout Museum of Art, Christina Turner, Agent, located at 111 W College Ave, on August 27, 2021, contingent upon approval from all departments.

Attachments: [Trout Museum of Art S&L.pdf](#)

Legislative History

5/26/21 Safety and Licensing recommended for approval
Committee

[21-0696](#)

Reserve "Class B" Liquor and Class "B" Beer License application for RH Events LLC d/b/a Poplar Hall, Sandy Emerich, Agent, located at 141 S Riverheath Way, contingent upon approval from all departments.

Attachments: [Poplar Hall.pdf](#)

Legislative History

5/26/21 Safety and Licensing recommended for approval
Committee

[21-0735](#)

2021-2022 Additional Alcohol License renewals, contingent upon approvals from all departments by 12:00 p.m. on June 30, 2021.

Attachments: [2021-22 Alcohol License Renewals-2nd set FINAL.pdf](#)

Legislative History

5/26/21 Safety and Licensing recommended for approval
Committee

[21-0736](#)

Taxi Cab Company License application for Antonio's Transportation Service, Corey A. Gaines, Owner, 240 Algoma Blvd, Oshkosh, WI.

Attachments: [Corey Antonio Gaines.pdf](#)

Legislative History

5/26/21 Safety and Licensing recommended for approval
Committee

[21-0737](#)

Class "B" Beer and Reserve "Class B" Liquor License Temporary Premise Amendment application for Fox Cities Building for the Arts d/b/a Trout Museum of Art, Christina Turner, Agent, Houdini Plaza, on June 5, 2021, contingent upon approval from all departments.

Attachments: [Trout Museum Exhibit Opening S&L.pdf](#)

Legislative History

5/26/21 Safety and Licensing recommended for approval
Committee

[21-0738](#)

2021-2022 Additional Mechanical Amusement Device License renewals, contingent upon approval from all departments by 12:00 p.m. on June 30, 2021.

Attachments: [2021 Additional Amusement Devices.pdf](#)

Legislative History

5/26/21 Safety and Licensing recommended for approval
Committee

3. MINUTES OF THE CITY PLAN COMMISSION

[21-0590](#) Request to approve Rezoning #4-21 to rezone 15 parcels in the area generally located south of Lawrence Street, west of Durkee Street, north of Water Street, and east of Morrison Street (Tax Id #31-2-0159-00, #31-2-0160-00, #31-2-0161-00, #31-2-0163-00, #31-2-0164-00, #31-2-0165-00, #31-2-0166-00, #31-2-0167-00, #31-2-0168-00, #31-2-0169-00, #31-2-0170-00, #31-2-0171-00, #31-2-0172-00, #31-2-0173-00, and #31-2-0174-00), including to the centerline of the adjacent South Morrison Street, East Lawrence Street, South Durkee Street, East Water Street, East Kimball Street, and South Oak Street right-of-way, as shown on the attached maps, from R-1B Single-Family District, R-3 Multi-Family District, and P-I Public Institutional District to CBD Central Business District

Attachments: [StaffReport USVenture Rezoning For05-12-21.pdf](#)

Legislative History

5/12/21 City Plan Commission recommended for approval
Proceeds to Council on June 2, 2021.

[21-0695](#) Request to approve the First Addition to Broadway Hills Estates Final Plat as shown on the attached maps and subject to the conditions in the attached staff report

Attachments: [StaffReport FinalPlat 1stAddBroadwayHillsEstates For5-26-21.pdf](#)

Legislative History

5/26/21 City Plan Commission recommended for approval

4. MINUTES OF THE PARKS AND RECREATION COMMITTEE

[21-0715](#) Resolution #8-R-21 Resolution expressing support for Knowles-Nelson Stewardship Program

Attachments: [#8-R-21 Knowles-Nelson Program w-attach-rev.pdf](#)

Legislative History

5/24/21 Parks and Recreation Committee recommended for approval

5. MINUTES OF THE FINANCE COMMITTEE

[21-0719](#) Request to award Unit E-21 Miscellaneous Concrete & Street Excavation Repair to Fischer-Ulman Construction, Inc in the amount of \$532,500 with a 6.2% contingency of \$33,000 for a project total not to exceed \$565,500

Attachments: [Award of Contract Unit E-21.pdf](#)

Legislative History

5/24/21 Finance Committee recommended for approval

[21-0720](#) Request to award Unit L-21 Sewer and Water Construction - Lightning Drive and Edgewood Drive to Feaker and Sons Co, Inc in the amount of \$1,004,464 with a 5% contingency of \$50,000 for a project total not to exceed \$1,054,464

Attachments: [Award of Contract Unit L-21 Rebid.pdf](#)

Legislative History

5/24/21 Finance Committee recommended for approval

[21-0721](#) Request to award Unit Y-21 Sewer & Water Reconstruction No. 3 to Kruczek Construction, Inc in the amount of \$797,798 with a 7.5% contingency of \$60,073 for a project total not to exceed \$857,871

Attachments: [Award of Contract Unit Y-21.pdf](#)

Legislative History

5/24/21 Finance Committee recommended for approval

[21-0722](#) Request to award Unit AA-21 Pacific Street over Peabody Park Bridge Maintenance to Norcon Corporation in the amount of \$207,717 with a 15% contingency of \$31,157 for a project total not to exceed \$238,874

Attachments: [Award of Contract Unit AA-21.pdf](#)

Legislative History

5/24/21 Finance Committee recommended for approval

[21-0723](#) Request to approve the following 2021 Budget amendments:

Public Works Capital Projects Fund

Spartan Drive Land	+\$73,107
Lightning Drive Land	-\$73,107

Stormwater Utility

Land	+\$64,893
Storm Sewer Reconstruction	-\$64,893

to reallocate positive bid variances to purchase land for future Spartan Drive and associated stormwater management (2/3 vote of Council required)

Attachments: [Land Acquisition.pdf](#)

Legislative History

5/24/21 Finance Committee recommended for approval

6. MINUTES OF THE COMMUNITY AND ECONOMIC DEVELOPMENT COMMITTEE

[21-0691](#)

****CRITICAL TIMING**** Request to approve a six (6) month extension to the Planning Option Agreement with Merge, LLC (d/b/a Merge Urban Development Group) for a potential mixed-use development located on the former Blue Ramp and Conway Hotel sites

Attachments: [Merge Option Extension Memo 5-26-21.pdf](#)
[20-0044 - MERGE - 2nd Extension - 05-19-2021.pdf](#)
[Merge Option Term Extension #1 November 2020.pdf](#)
[Signed Planning Option Agreement Merge 2-6-20.pdf](#)
[Map Blue Ramp+Conway Hotel.pdf](#)
[Letter of Intent Merge 11-29-19.pdf](#)
[Merge Projects + References.pdf](#)

Legislative History

5/26/21 Community & Economic Development Committee recommended for approval

[21-0692](#)

****CRITICAL TIMING**** Request to approve the Offer to Purchase from Bose 1 Investments, LLC and 4 Ross Investments, LLC, and/or its assigns, to purchase Lot 1 of CSM 3609 (Tax Id #31-9-5712-00), Lot 26 (Tax Id #31-9-5712-26), Lot 27 (Tax Id #31-9-5712-27), Lot 28 (Tax Id #31-9-5712-28) and Lot 29 (Tax Id #31-9-5712-29) Southpoint Commerce Park Plat No. 3, comprising a total of approximately 30.44 acres, at a purchase price of \$1,217,600.00 (\$40,000 per acre)

Attachments: [Bose 1 Investments and 4 Ross Investments OTP Memo 5-26-21.pdf](#)
[Bose 1 Investments and 4 Ross Investments OTP 5-18-21.pdf](#)
[SouthpointCommerceParkMap SubjectParcel 5 2021.pdf](#)
[SPCP Deed Restrictions.pdf](#)

Legislative History

5/26/21 Community & Economic Development Committee recommended for approval

7. MINUTES OF THE UTILITIES COMMITTEE

[21-0699](#)

Award Unit R-21 Chemical Root Foaming of Sanitary Sewers to Duke's Root Control in an amount not to exceed \$25,000.

Attachments: [R-21 Bid Tab.pdf](#)

Legislative History

5/25/21 Utilities Committee recommended for approval

[21-0700](#) Award the Sole Source Purchase of Secondary Clarifier Drive Rebuild Parts through Evoqua Water Technologies LLC in the amount of \$105,964.

Attachments: [210519 Finance Memo Final Clarifier Rebuild Work.pdf](#)

Legislative History

5/25/21 Utilities Committee recommended for approval

[21-0701](#) Award the 2021 Secondary Clarifier Drive Removal, Rebuild, and Reinstallation Contract to Sabel Mechanical in the amount of \$174,302 with a 15% contingency of \$26,145 for a project total not to exceed \$200,447.

Attachments: [210519 Finance Memo Final Clarifier Rebuild Work.pdf](#)

Legislative History

5/25/21 Utilities Committee recommended for approval

[21-0702](#) Approve Amendment #1 to McMahon contract for 2021 Solids Dewatering Equipment Upgrades to increase for additional HVAC design and construction management services in the amount of \$27,000 resulting in a decrease to contingency from \$32,587 to \$5,587. Overall contract increased from \$325,872 to \$352,872.

Attachments: [utilities memo - Engineering Dewatering Equipment 05-21-21.pdf](#)

Legislative History

5/25/21 Utilities Committee recommended for approval

[21-0727](#) Award Organic Recycling Contractor Services to Hsu Growing Supply for an extended one (1) year term ending December 31, 2021.

Attachments: [210517 UCM HSU contract extension 2021.pdf](#)

Legislative History

5/25/21 Utilities Committee recommended for approval

8. **MINUTES OF THE HUMAN RESOURCES & INFORMATION TECHNOLOGY COMMITTEE**

9. **MINUTES OF THE FOX CITIES TRANSIT COMMISSION**

10. **MINUTES OF THE BOARD OF HEALTH**

M. **CONSOLIDATED ACTION ITEMS**

N. **ITEMS HELD**

O. ORDINANCES

[21-0755](#) Ordinance #18-21

Attachments: [Ordinances Going to Council 6-2-21.pdf](#)

P. LICENSE APPLICATIONS AND COMMUNICATIONS REFERRED TO COMMITTEES OF JURISDICTION

Q. RESOLUTIONS SUBMITTED BY ALDERPERSONS REFERRED TO COMMITTEES OF JURISDICTION

R. OTHER COUNCIL BUSINESS

S. ADJOURN

Kami Lynch, City Clerk

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



City of Appleton

100 North Appleton Street
Appleton, WI 54911-4799
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Meeting Minutes - Final Common Council

Wednesday, May 19, 2021

7:00 PM

Council Chambers

A. CALL TO ORDER

The meeting was called to order by Mayor Woodford at 7:01 p.m.

B. INVOCATION

The Invocation was offered by Alderperson Hartzheim

C. PLEDGE OF ALLEGIANCE TO THE FLAG

D. ROLL CALL OF ALDERPERSONS

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

E. ROLL CALL OF OFFICERS AND DEPARTMENT HEADS

All departments were represented.

F. APPROVAL OF PREVIOUS COUNCIL MEETING MINUTES

[21-0687](#)

Common Council Meeting Minutes of May 5, 2021

Attachments: [CC Minutes 5-5-21.pdf](#)

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

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

Abstained: 1 - Mayor Jake Woodford

G. BUSINESS PRESENTED BY THE MAYOR

[21-0680](#) APD Officer of the Year Award

The APD Officer of the year was presented to Officer Chue Thao

[21-0684](#) Certificate of Appreciation for Health Officer, Kurt Eggebrecht.

This Item was held until the next Council meeting.

[21-0685](#)

Proclamations:

- Creative Economy Week
- Public Works Week
- Hmong American Day
- Neurofibromatosis Awareness Day Proclamation
- American Legion Poppy Day Proclamation
- CDC Mask Guidance Update Proclamation

Attachments: [Creative Economy Week Proclamation.pdf](#)
[Public Works Week Proclamation.pdf](#)
[Hmong American Day Proclamation.pdf](#)
[Neurofibromatosis Awareness Day Proclamation.pdf](#)
[American Legion Poppy Day Proclamation.pdf](#)
[CDC Mask Guidance Update Proclamation.pdf](#)

The Proclamations were presented

[21-0682](#) Board and Commission Appointments

Attachments: [5-19-21 Appointments'Plan Comm'BOH'BOR \(002\).pdf](#)

Aldersperson Meltzer moved, seconded by Aldersperson Smith, that the appointments be approved. Roll Call. Motion carried by the following vote:

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

Absent: 1 - Mayor Jake Woodford

[21-0681](#) COVID-19 Update

Attachments: [COVID -19 Cases 5-19-21.pdf](#)

H. PUBLIC PARTICIPATION

I. PUBLIC HEARINGS

J. SPECIAL RESOLUTIONS

[21-0675](#) Initial Resolution for Oak St. and Kimball St. Street Vacation

(Taken up under Consolidated Action Items)

Attachments: [InitialResolution_OakStKimballSt_StreetVacation.pdf](#)

This Initial Resolution was approved

K. ESTABLISH ORDER OF THE DAY

L. COMMITTEE REPORTS

Balance of the action items on the agenda.

Aldersperson Firkus moved, Aldersperson Doran seconded, to approve the agenda. The motion carried by the following vote:

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

Abstained: 1 - Mayor Jake Woodford

1. MINUTES OF THE MUNICIPAL SERVICES COMMITTEE

[21-0608](#) Request for a permanent street occupancy permit for landscape islands to extend into the S. Frontage Road right-of-way no more than 27 feet at 2245 W. College Avenue.

Attachments: [Permanent Street Occupancy 2255 W College Ave.pdf](#)

This Report Action Item was approved.

[21-0609](#) Approve E. Kimball Street and Oak Street Vacation as shown on Exhibit "A".

Attachments: [Kimball St-Oak Street Vacation.pdf](#)

2. MINUTES OF THE SAFETY AND LICENSING COMMITTEE

[21-0581](#) Class "B" Beer License application for Hmong Express LLC d/b/a Hmong Express, Ka Ying Thao, Agent, located at 1216 N Division St, contingent upon approvals from all departments.

Attachments: [Hmong Express.pdf](#)

This Report Action Item was approved.

[21-0607](#) 2021-2022 Alcohol License Renewals, contingent upon approvals from all departments by 12:00 p.m. on June 30, 2021.

Attachments: [2021 Liquor License Renewals.pdf](#)

This Report Action Item was approved.

[21-0638](#) 2021-2022 Mechanical Amusement Device License renewals, contingent upon approvals from all departments by 12:00 p.m. on June 30, 2021.

Attachments: [2021 Amusement Devices.pdf](#)

This Report Action Item was approved.

[21-0642](#) 2021-2022 Cigarette and Tobacco Product License renewals.

Attachments: [2021 Cigarette.pdf](#)

This Report Action Item was approved.

[21-0650](#) Salvage Dealer License application for Mach IV Motors, Kara Tullberg, Applicant, located at 600 E Hancock St, contingent upon approval from all departments.

Attachments: [Mach IV Motors S&L.pdf](#)

This Report Action Item was approved.

[21-0651](#) Salvage Dealer License application for Mr C's Motorcycles, Janet Ristau, Applicant, located at 724 S Outagamie St, contingent upon approval from all departments.

Attachments: [Mr C's Motorcycles S&L.pdf](#)

This Report Action Item was approved.

[21-0652](#)

Salvage Dealer License application for Golper Supply Co, Inc., David Golper, Applicant, located at 1810 W Edgewood Dr, contingent upon approval from all departments.

Attachments: [Golper Supply Co S&L.pdf](#)

This Report Action Item was approved.

[21-0653](#)

Pet Store License application for Just Pets, Craig Weborg, Applicant, located at 2009 N Richmond St, contingent upon approval from all departments.

Attachments: [Just Pets S&L.pdf](#)

This Report Action Item was approved.

[21-0654](#)

Pet Store License application for HSA Corporation d/b/a Pet Supplies Plus, Angela DeHaan, Applicant, located at 702 W Northland Ave, contingent upon approval from all departments.

Attachments: [Pet Supplies Plus S&L.pdf](#)

This Report Action Item was approved.

[21-0655](#)

Class "B" Beer and "Class C" Wine License Change of Agent application for Urban Modern Kitchen LLC d/b/a Urban Modern Kitchen, Regina Hueckman, New Agent, located at 800 E Wisconsin Ave, contingent upon approval from Appleton Police Department.

Attachments: [Regina R Hueckman S&L.pdf](#)

This Report Action Item was approved.

[21-0658](#)

Secondhand Article Dealer License application for The Statement Piece LLC, Lena-Sara Gustman, Applicant, located at 745 W College Ave, contingent upon approval from all departments.

Attachments: [The Statement Piece S&L.pdf](#)

This Report Action Item was approved.

3. MINUTES OF THE CITY PLAN COMMISSION

[21-0592](#)

Request to approve the street discontinuance to vacate portions of South Oak Street and East Kimball Street public right-of-way, generally located south of East Lawrence Street and east of South Morrison Street, subject to the condition in the attached staff report, and adopt the Initial Resolution and exhibit map

Attachments: [StaffReport_OakStKimballSt_StreetVacation_For05-12-21.pdf](#)

This Report Action Item was approved.

[21-0593](#)

Request to approve the dedication of land for public right-of-way for East Lawrence Street, generally located south and east of the intersection of Morrison Street and Lawrence Street (part of Tax Id #31-2-0162-00, #31-2-0161-00, #31-2-0159-00, and #31-2-0160-00), as shown on the attached maps and subject to the conditions in the attached staff report

Attachments: [StaffReport_LawrenceEastOfMorrison_StreetDedication_For05-12-21.pdf](#)

This Report Action Item was approved.

4. MINUTES OF THE PARKS AND RECREATION COMMITTEE

[21-0604](#)

Action Item: Resolution for DNR Grant Application for the David & Rita Nelson River Crossing Bridge and Trail

Attachments: [DNR Grant Resolution.pdf](#)

This Report Action Item was approved.

5. MINUTES OF THE FINANCE COMMITTEE

[21-0634](#)

Award the Engineering Contract for the 2021 Pierce Park Pavement Renovation Project to the Rettler Corporation in the amount of \$39,600 plus a 10% contingency for a total not to exceed a project engineering cost of \$43,560.

Attachments: [2021 Pierce Park Pavement Renovation Project Design.pdf](#)

This Report Action Item was approved.

[21-0635](#)

Request to reallocate \$20,790 positive bid variance from our Coop Road Asphalt Resurfacing Project to the asphalt paving of a widened shoulder along CTH E (Apple Creek Road) in the 2021 Asphalt Capital Paving Program (4240).

Attachments: [Coop Road Asphalt Resurfacing Project.pdf](#)

This Report Action Item was approved.

[21-0636](#)

Request to rescind the 2019-2020 Personal property tax bills for Wisconsin Registered Agent LLC totaling \$109.72.

Attachments: [Request to rescind Personal property tax bills.pdf](#)
[2019 tax bill acct 31199275710.pdf](#)
[2020 tax bill acct 31199275710.pdf](#)

This Report Action Item was approved.

[21-0637](#)

Request to approve Land Dedication Agreement for Lightning Drive and Stormwater Pond with Apple Tree Appleton Four LLC.

Attachments: [18-0513 - Apple Tree - Land Dedication Agreement - FINAL.pdf](#)

This Report Action Item was approved.

[21-0641](#)

Request to award Change Order 2 for the Phase I Lake Station Construction Contract to Miron Construction Company in an amount \$14,038.43 decreasing project contingency from \$187,485.35 to \$173,446.92.

Attachments: [Change Order 2- Lake Station Project 05-06-21.pdf](#)

This Report Action Item was approved.

[21-0644](#)

Request to award the City of Appleton's "Municipal Services Building Solar Installation Project" contract to Current Electric in the amount of \$386,200 with a contingency of \$50,000 for a project total not to exceed \$436,200.

Attachments: [2021 MSB Solar Project.pdf](#)

This Report Action Item was approved.

6. MINUTES OF THE COMMUNITY AND ECONOMIC DEVELOPMENT COMMITTEE[21-0677](#)

Request to approve a lease (initial term of 1 year with 4 annual renewal terms) with Erv Van Camp to farm the undeveloped land at 110 and 210 W. Edgewood Drive, estimated to be approximately 21.25 acres, at the rental rate of \$60 per acre for the initial term, with 5% annual escalators, with no crop loss provision

Attachments: [FarmLeaseMemo_110&210 W Edgewood_5-19-21.pdf](#)
[0333 - Van Camp Farm Lease - Edgewood Drive \(jlg\).pdf](#)
[Edgewood Farm Lease Map EXHIBIT A.pdf](#)
[EXHIBIT B Small Exposure Leases.pdf](#)

This Report Action Item was approved.

7. MINUTES OF THE UTILITIES COMMITTEE[21-0631](#)

Award Unit F-21, Sanitary and Storm Sewer Cleaning and Televising, to Green Bay Pipe and TV, LLC in an amount not to exceed \$272,500.

Attachments: [F-21 Contract Award Form.pdf](#)
[F-21 Bid Tab.pdf](#)

This Report Action Item was approved.

[21-0633](#)

Award the Lead Service Line Replacement Plan to Arcadis in an amount not to exceed \$52,626.

Attachments: [Lead Service Line Replacement Plan.pdf](#)

This Report Action Item was approved.

8. MINUTES OF THE HUMAN RESOURCES & INFORMATION TECHNOLOGY COMMITTEE[21-0618](#)

Request to modify the Salary Administration Policy regarding assigned shift change.

Attachments: [Assigned Shift Change.pdf](#)
[Salary Administration Policy changes 2021.pdf](#)

This Report Action Item was approved.

[21-0619](#) Request to approve Department of Public Works - Parking Utility to eliminate one full time Ramp Attendant position.

Attachments: [DPW Parking TO Change.pdf](#)

This Report Action Item was approved.

9. MINUTES OF THE FOX CITIES TRANSIT COMMISSION

10. MINUTES OF THE BOARD OF HEALTH

[21-0645](#) Noise Variance Request

Attachments: [Noise Variance Mile of Music.pdf](#)

This Report Action Item was approved.

M. CONSOLIDATED ACTION ITEMS

[21-0686](#) **Oak/Kimball Street Vacation - Consolidated Action Items**

21-0609 Municipal Services Committee

21-0592 City Plan Commission

21-0675 Initial Resolution

Aldersperson Smith moved, seconded by Aldersperson Prohaska, that the Consolidated Action Items be approved. Roll Call. Motion carried by the following vote:

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

Abstained: 1 - Mayor Jake Woodford

N. ITEMS HELD

O. ORDINANCES

[21-0679](#)

Ordinance #17-21 to Temporarily Amend Council Rules Pertaining to Council, Board and Commission Meetings in Response to the Coronavirus Disease (COVID-19)

Attachments: [Ordinance #17-21 for 5-19-21 Council.pdf](#)

Smith moved, seconded by Reed to approve the Ordinance.

The Ordinance was amended by substitution (see below), therefore, since it was replaced with the amendment below, no vote was taken on this original motion.

Alderson Doran moved, seconded by Alderson Hartzheim, that the Ordinance be amended by substitution, to repeal the ordinance effective June 1, 2021 . This amendment by substitution was further amended (below) to repeal the ordinance effective July 1, 2021. The vote below reflects a vote on an amendment to the Ordinance, (by substitution) to repeal Ordinance 74-20, temporarily amending the Council Rules effective July 1, 2021. Roll Call.

Motion carried by the following vote:

Aye: 9 - Alderson William Siebers, Alderson Brad Firkus, Alderson Joe Martin, Alderson Matthew Reed, Alderson Mike Smith, Alderson Kristin Alfheim, Alderson Nate Wolff, Alderson Sheri Hartzheim and Alderson Joe Prohaska

Nay: 6 - Alderson Vered Meltzer, Alderson Katie Van Zeeland, Alderson Denise Fenton, Alderson Maiyoua Thao, Alderson Alex Schultz and Alderson Chad Doran

Abstained: 1 - Mayor Jake Woodford

Alderson Alfheim moved, seconded by Alderson Prohaska, that the Ordinance be amended by substitution to repeal the Ordinance 74-20 effective July 1, 2021 (instead of the original proposal of June 1, 2021). Roll Call. Motion carried by the following vote:

Aye: 9 - Alderson William Siebers, Alderson Vered Meltzer, Alderson Brad Firkus, Alderson Matthew Reed, Alderson Mike Smith, Alderson Kristin Alfheim, Alderson Nate Wolff, Alderson Sheri Hartzheim and Alderson Joe Prohaska

Nay: 5 - Alderson Katie Van Zeeland, Alderson Denise Fenton, Alderson Maiyoua Thao, Alderson Alex Schultz and Alderson Chad Doran

Abstained: 2 - Alderson Joe Martin and Mayor Jake Woodford

[21-0678](#)

Ordinance #16-21

Attachments: [Ordinance #16-21 for 5-19-21 Council.pdf](#)

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

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

Abstained: 1 - Mayor Jake Woodford

P. LICENSE APPLICATIONS AND COMMUNICATIONS REFERRED TO COMMITTEES OF JURISDICTION

Q. RESOLUTIONS SUBMITTED BY ALDERPERSONS REFERRED TO COMMITTEES OF JURISDICTION

RESOLUTION #8-R-21

Resolution expressing support for the Knowles-Nelson Stewardship Program

May 19, 2021

Submitted By: Alderperson Schultz – District 9, Alderperson Fenton – District 6, Alderperson Meltzer – District 2

Referred To: Parks & Recreation Committee

WHEREAS; the Wisconsin Legislature created the Knowles-Nelson Stewardship Program in 1989 to preserve valuable natural areas and wildlife habitat, protect water quality and fisheries, and expand opportunities for outdoor recreation, and;

WHEREAS; the Knowles-Nelson Stewardship Program is set to expire in 2022, a matching funds program that has supported land acquisition and capital development by the Wisconsin Department of Natural Resources (WDNR), local governments, and nonprofit conservation organizations to preserve valuable natural areas, wildlife habitat, water quality and outdoor recreation for public benefit around the state, and;

WHEREAS; the Fox Cities region has benefited tremendously from KNSP, a vital funding component in the implementation of 170 land conservation and recreation projects totaling \$18 million dollars in economic benefit which have expanded recreational opportunities and access to the Fox River Corridor's natural infrastructure contributing greatly to the quality-of-life enjoyed in the Fox Cities, and;

WHEREAS; the City of Appleton has been awarded Stewardship funds in the recent past to support the Lawe Street Trestle improvement project which opened in the fall of 2020 to significant public use and praise, and currently has scheduled a number of key Fox River crossing projects to complete the contiguous network of trails along the Hydrologic Heritage Trailway, driven by the City's Trails Master Plan which, in the absence of essential KNSP matching philanthropic funds, will be dramatically hampered and significantly delayed, and;

WHEREAS; demand for outdoor recreation opportunities continues to grow, especially in the current era of COVID which is seeing trail use increase one-hundredfold, with trail improvements consistently ranked as the most desired and needed amenity of Appleton residents, and these needs that can be met with the KNSP's minimal burden on the taxpayer, roughly \$20 annually which returns a maximum benefit to the community through land conservation, recreational infrastructure and economic growth,

NOW THEREFORE, BE IT RESOLVED, that the City of Appleton acknowledges and considers the Knowles- Nelson Stewardship Program a valuable tool to preserve and restore natural areas, wildlife habitat, and water quality while supporting the development of public nature-based outdoor recreation opportunities that promote economic development and enhance quality of life, and

BE IT FURTHER RESOLVED, that the City of Appleton supports the reauthorization of the Knowles-Nelson Stewardship Program for ten years and consideration of the proposal in Governor Evers budget request of \$70 million per year, and

BE IT FINALLY RESOLVED, that the City of Appleton Clerk be directed to forward a copy of this resolution to members of the Senate Joint Finance Committee, State Representatives of the Fox Cities, Governor Evers and the Wisconsin Department of Natural Resources Secretary, 101 S. Webster Street, Madison, WI 53702.

Attachments:

KNSP Fox Valley Investments

KNSP Fox Valley Investments – Loop the Little Lake

KNSP Fox Valley Investments – Ne.Ison Family Heritage Crossing

R. OTHER COUNCIL BUSINESS

S. ADJOURN

Alderson Martin moved, seconded by Alderson Alfheim, that the meeting be adjourned at 8:08 p.m. Roll Call. Motion carried by the following vote:

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


Abstained: 1 - Mayor Jake Woodford

Kami Lynch, City Clerk



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

OFFICE OF THE MAYOR
Jacob A. Woodford
100 North Appleton Street
Appleton, Wisconsin 54911-4799
Phone: (920) 832-6400
Email: Mayor@Appleton.org

TO: Members of the Common Council
FROM: Mayor Jacob A. Woodford 
DATE: June 1, 2021
RE: Confirmation of Board Reappointment

It is with pleasure that I present the following reappointment for your confirmation at the June 2 Common Council meeting.

BOARD OF REVIEW – Reappointment

Linda Marx

1-year Term

Term Expires April 2022

PROCLAMATION



Office of the Mayor

WHEREAS, Pride Month commemorates the Stonewall Riots of June 1969 and works to achieve equal justice and opportunity for Lesbian, Gay, Bisexual, Transgender, and Queer Americans; and

WHEREAS, fifty-two years ago this month, at the Stonewall Inn in New York City, a courageous group of people of color and gender non-conforming citizens resisted harassment and mistreatment, setting in motion a chain of events that would become the birth of the modern LGBTQ civil rights movement; and

WHEREAS, Appleton strives to be a community where all people can feel at home in health and safety no matter who they are; and

WHEREAS, Appleton has been a leader in fostering an inclusive community through policy, such as becoming the third city in Wisconsin to prohibit housing discrimination based on gender identity and adopted comprehensive non-discrimination protections consisting of domestic partner benefits and employment and accommodations for trans and gender non-conforming people in 2013 and banning practices such as conversion therapy for minors in 2020; and

WHEREAS, our community is enriched and enhanced by the contributions of LGBTQ residents, who are volunteers, business owners, elected officials, organizational leaders, neighbors, and friends.

NOW, THEREFORE, BE IT RESOLVED, THAT I, JACOB A. WOODFORD, Mayor of the City of Appleton, Wisconsin, do hereby proclaim June 2021 as

Pride Month

in Appleton and urge all citizens to honor, celebrate, and promote equal rights for all people, regardless of sexual orientation and gender identity.

Signed and sealed this 1st day of June 2021.




JACOB A. WOODFORD
MAYOR OF APPLETON

*Pursuant to this Proclamation and in accordance with the Special Flag Policy, a special flag will be flown at City Hall on Tuesday, June 1, 2021.

PROCLAMATION



Office of the Mayor

WHEREAS, American Heart Association data shows more than 350,000 out-of-hospital cardiac arrests occur annually in the United States; and

WHEREAS, about 90 percent of people who suffer out-of-hospital cardiac arrests die, however, cardiopulmonary resuscitation, or CPR and AED deployment, especially if performed immediately, can double, or triple, a cardiac arrest victim's chance of survival; and

WHEREAS, hands-only CPR has been shown to be as effective as conventional CPR for cardiac arrest at home, at work, or in public; and

WHEREAS, hands-only CPR has just two easy steps: Step 1 – Call 911 if you see a teen or adult collapse, and Step 2 – push hard and fast in the center of their chest to the beat of a song that has 100 to 120 beats per minute, such as “Stayin’ Alive” by the Bee Gees; and

WHEREAS, our citizens have access to critical life-saving technology in the free PulsePoint smartphone app and may receive hands-only CPR, AED, and PulsePoint education through local organizations and the Appleton Fire Department.

NOW, THEREFORE, BE IT RESOLVED, THAT I, JACOB A. WOODFORD, Mayor of the City of Appleton, do hereby proclaim June 1-7, 2021 as

CPR & AED Awareness Week

in Appleton and call upon citizens to practice the two-step hands-on CPR method and be aware of the CPR and AED educational opportunities available in our community.

Signed and sealed this 1st day of June 2021.



JACOB A. WOODFORD
MAYOR OF APPLETON

PROCLAMATION



Office of the Mayor

WHEREAS, every day, more than 100 Americans are killed by gun violence, alongside more than 230 who are shot and wounded; on average there are more than 13,000 gun-related homicides every year; and

WHEREAS, Americans are 25 times more likely to die by gun homicide than people in other high-income countries; and Wisconsin has 621 gun-related deaths every year, with a rate of 10.5 deaths per 100,000 people; and

WHEREAS, support for Second Amendment rights of law-abiding citizens goes together with keeping guns away from people with dangerous histories; and

WHEREAS, mayors and law enforcement officers know their communities best, are most familiar with local criminal activity and how to address it, and are best positioned to understand how to keep citizens safe; and

WHEREAS, gun violence prevention is more important than ever as the COVID-19 pandemic continues to exacerbate gun violence after more than a year of increased gun sales, increased calls to suicide and domestic violence hotlines, and an overall increase in gun violence; and

WHEREAS, in January 2013, Hadiya Pendleton was shot and killed at age 15; to help honor Hadiya and all Americans whose lives are cut short and the countless survivors who are injured by shootings every day, a national coalition of organizations has designated the first Friday in June as National Gun Violence Awareness Day; and

WHEREAS, on June 4, 2021, people across the country will wear orange to raise awareness about gun violence and to honor Hadiya and all victims of gun violence and the loved ones of those victims.

NOW, THEREFORE, BE IT RESOLVED, THAT I, JACOB A. WOODFORD, Mayor of the City of Appleton, Wisconsin, do hereby proclaim June 4, 2021 as

GUN VIOLENCE AWARENESS DAY

in Appleton and ask all citizens to renew their commitment to reduce gun violence, encourage responsible gun ownership, and to Wear Orange on June 4 to honor and remember all victims and survivors of gun violence and to raise awareness about gun violence.



Signed and sealed this 10th day of June 2021.


JACOB A. WOODFORD
MAYOR OF APPLETON

Proc #46-67

PROCLAMATION



Office of the Mayor

WHEREAS, on June 19, 1865, slaves in Texas first heard the news of their freedom, nearly two years after President Abraham Lincoln issued an executive order abolishing slavery through the Emancipation Proclamation on January 1, 1863; and

WHEREAS, when these slaves heard the news, they sang, danced, and prayed with much rejoicing and jubilation that their life-long prayers and those of their ancestors had finally been answered; and

WHEREAS, many of the founders of our community were abolitionists who fought against the institution of slavery, and former slaves settled in Appleton to build their lives as free people; and

WHEREAS, the City of Appleton recognizes that diversity is its strength, and honors African, African American, Black, people of African descent, and all people who have an interest in Black issues; and

WHEREAS, the 11th annual collaborative celebratory event led by African Heritage, Inc. and supported with sponsorship of numerous businesses and organizations promoting educational and cultural exchanges for the area residents will be held in Jones Park on Sunday, June 13, 2021.

NOW, THEREFORE, BE IT RESOLVED, THAT I, JACOB A. WOODFORD, Mayor of the City of Appleton, Wisconsin, do hereby proclaim June 19, 2021 as

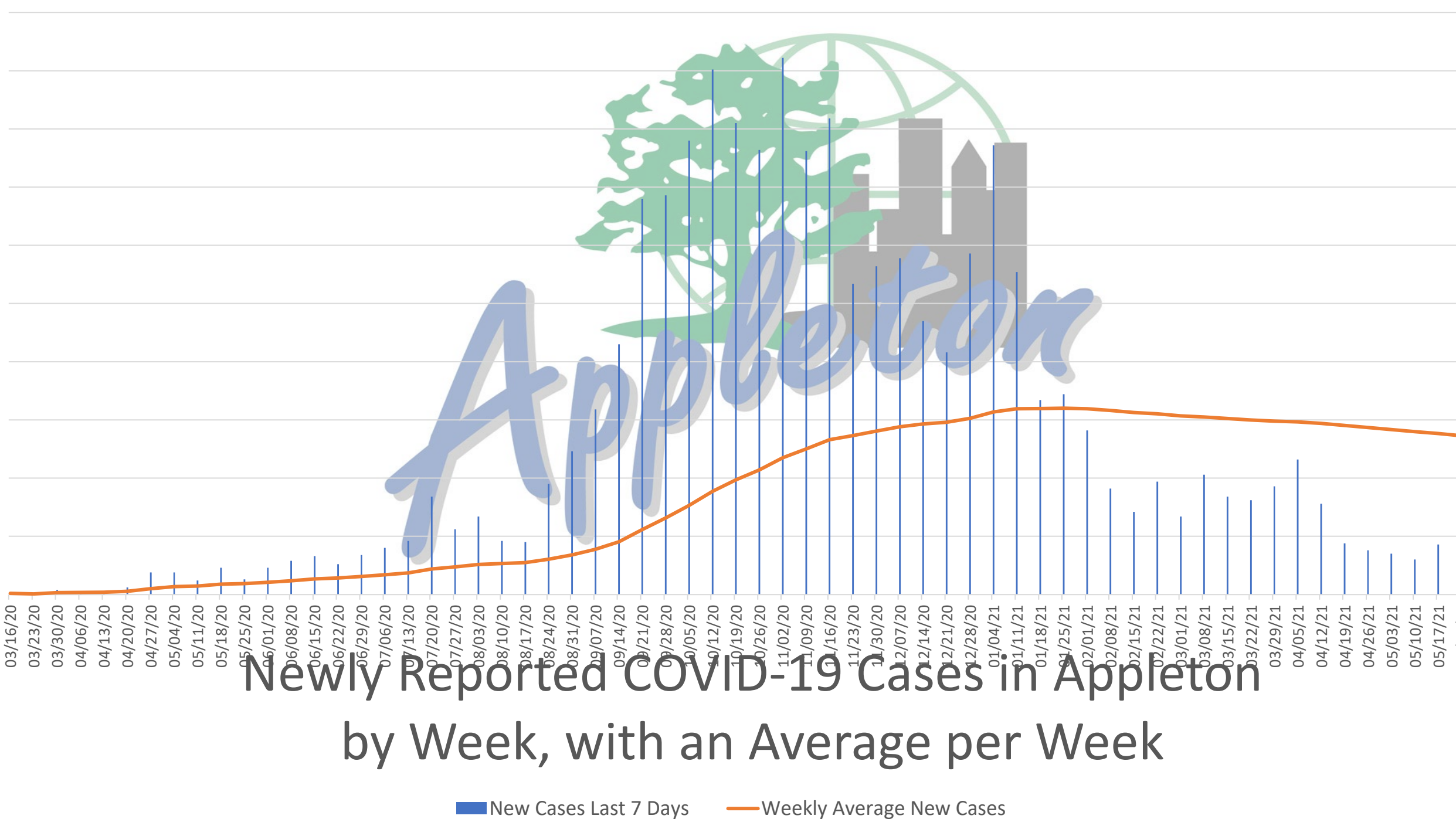
Juneteenth Celebration Day

in Appleton and encourage all citizens to join in the commemoration and celebration of this historic day.



Signed and sealed this 15 day of June 2021.

JACOB A. WOODFORD
MAYOR OF APPLETON



Newly Reported COVID-19 Cases in Appleton
by Week, with an Average per Week

■ New Cases Last 7 Days — Weekly Average New Cases

$43 + 18 = 61$ (2 week case counts)

$61 / 75,000 = .0000813$ (Appleton population 75,000)

$.0000813 \times 100,000 = 81.3$ (equals burden)

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

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

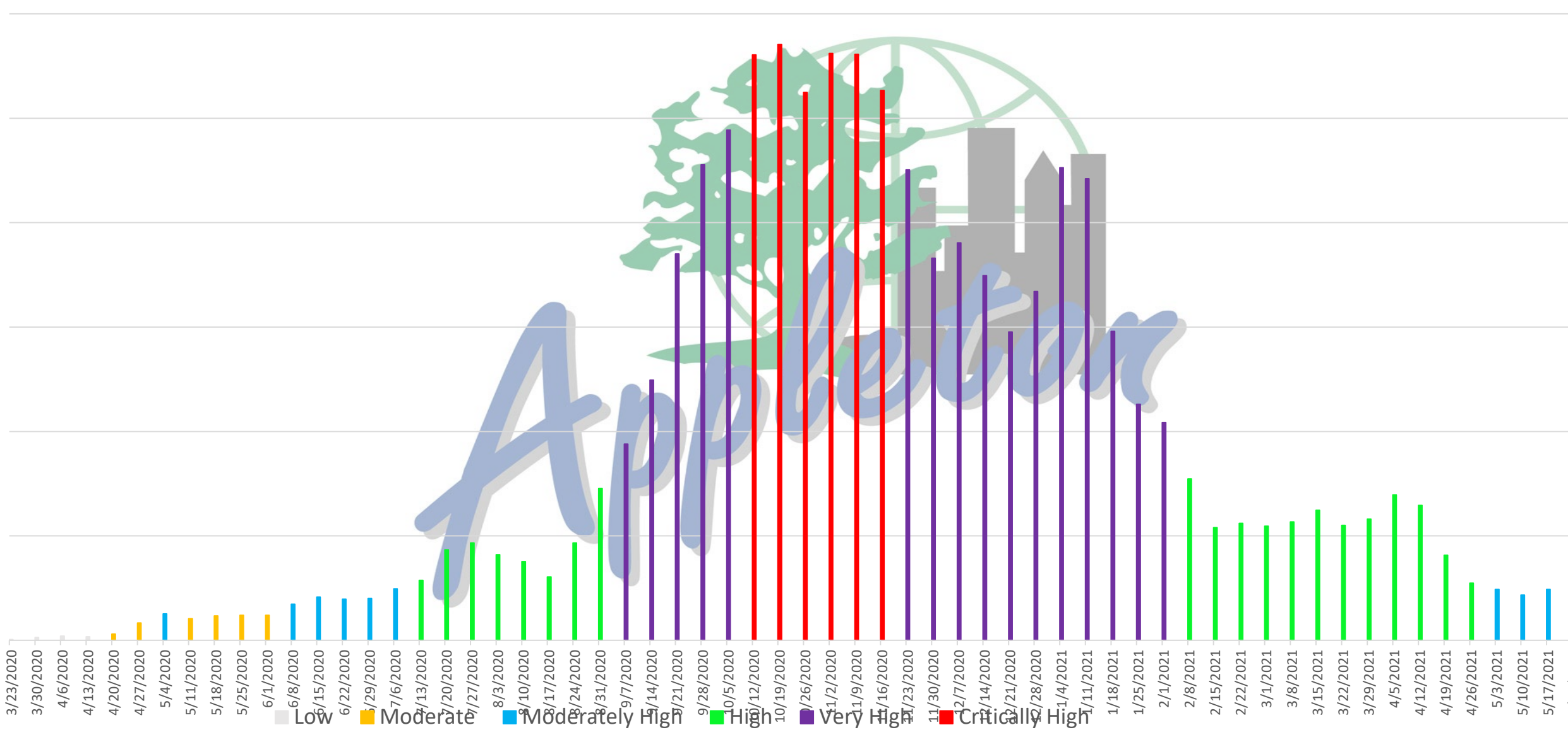
Moderately High greater than 50 but less than 100 per 100,000 people

High is greater than 100 per 100,000 people

Very High is greater than 350 per 100,000 people

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

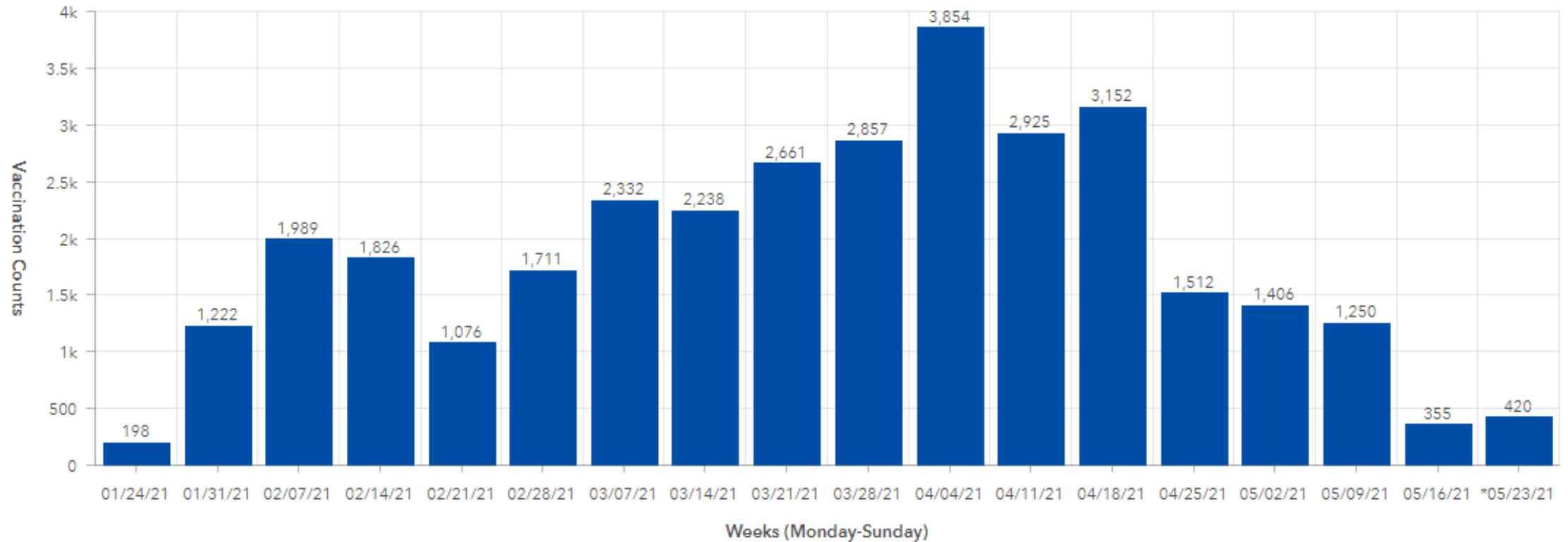
Table 1. Two indicators being based on confirmed cases: Burden and Trajectory. A third indicator maps Burden and Trajectory indicators into one composite indicator.					
Indicator	Definition	Classes			
Burden	Total number of cases per 100,000 in the last two weeks (B)	Low	$B \leq 10$		
		Moderate	$10 < B \leq 50$		
		Moderately High	$50 < B \leq 100$		
		High	$100 < B \leq 350$		
		Very High	$350 < B \leq 1000$		
		Critically High	$1000 < B$		
Trajectory	Percent change in the last two weeks (T), p-value from a test against $T = 0$ (p)	Shrinking	$T \leq -10\%$ and $p < 0.025$		
		Growing	$10\% \leq T$ and $p < 0.025$		
		Not changing (No Call)	Otherwise		
Case status indicator(Composite of burden and trajectory)	Summary concern based on Burden and Trajectory classifications		Shrinking	No Call	Growing
		Low	Low	Low	Medium
		Moderate	Medium	Medium	High
		Moderately High	Medium	High	High
		High	High	High	High
		Very High	Very High	Very High	Very High
		Critically High	Critically High	Critically High	Critically High



Two Week Total New COVID-19 Cases in Appleton,
 Rate per 100,000 Population, Risk Level Assessments per WDHS

Total Vaccines Provided 32,984

COVID-19 Vaccinations reported per week at the Fox Cities COVID-19 Vaccine Clinic



Total Vaccination Counts includes both first and second doses

*current week may be incomplete

VACCINATIONS TO DATE (05/31/21)

	FULLY VACCINATED	AT LEAST ONE SINGLE DOSE
STATE	42.0%	47.9%
CALUMET	37.8%	42.8%
WINNEBAGO	39.9%	45.1%
OUTAGAMIE	40.8%	46.8%
APPLETON	43.4%	49.6%
APPLETON VACCINE ELIGIBLE	51.5%	58.9%

NOTICE OF PUBLIC HEARING

#4-21

RE: Proposed Zone Change

A public hearing will be held in the Council Chambers, City Hall, Appleton, Wisconsin, on June 2, 2021, at 7:00 P.M., or as soon thereafter as can be heard, to consider the following proposed zone change:

Rezoning #4-21: A rezoning request has been initiated by the owner, U.S. Venture Inc., in the matter of amending Chapter Twenty-three (Zoning Ordinance) of the Municipal Code of the City of Appleton for the above-described real estate, which is currently zoned R-1B Single-Family District, R-3 Multi-Family District, and P-I Public Institutional District. The owner proposes to rezone the property to CBD Central Business District (see attached map). The CBD District is intended to provide a centrally located and readily accessible area that offers a wide variety of retail, service, financial, entertainment, governmental, and residential uses. A broad range of uses is permitted to reflect downtown's role as a commercial, cultural and government center. Development is intended to be intense with maximum lot coverage, increased building scale and height density and buildings placed close together. Development is intended to be pedestrian-oriented with a strong emphasis on a safe and attractive streetscape.

Purpose of the Rezoning: The owner proposes to establish zoning that is uniform for all 15 subject lots and allows for future development.

Legal Description: Tax Id #31-2-0159-00, #31-2-0160-00, #31-2-0161-00, #31-2-0163-00, #31-2-0164-00, #31-2-0165-00, #31-2-0166-00, #31-2-0167-00, #31-2-0168-00, #31-2-0169-00, #31-2-0170-00, #31-2-0171-00, #31-2-0172-00, #31-2-0173-00, and #31-2-0174-00.

Property description for rezoning the U.S. Venture, Inc. properties, City of Appleton, Outagamie County, Wisconsin, being described as follows.

All of Lots 1, 2, the east 16.2 feet of Lot 3 and all of Lots 5 thru 14 inclusive in block 12 of the Appleton Plat, all in Government Lot 2, Section 26, Town 21 North, Range 17 East, City of Appleton, Outagamie County, Wisconsin. Including the adjacent one-half (1/2) right-of-way of South Morrison Street, East Lawrence Street, South Durkee Street, East Water Street, East Kimball Street, and South Oak Street.
record.

May 13, 2021

RUN: May 18, 2021
May 25, 2021

KAMI LYNCH
City Clerk

NOTICE OF PROPOSED STREET VACATION

(Pursuant to Section 66.1003, Wisconsin Statutes-2013-2014)

Notice is hereby given that a written resolution has been filed with the Common Council of the City of Appleton for the discontinuance of:

LEGAL DESCRIPTION OF AREA TO BE VACATED:

A part of Douglas Street, being located in the Government Lot Three (3), Fractional Southwest Quarter (SW ¼) of Section Thirty-Four (34), Township Twenty-One (21) North, Range Seventeen (17) East, City of Appleton, Outagamie County, Wisconsin, containing 1,174 Sq. Ft. of land and being further described as follows:

Commencing at the West Quarter corner of said Section 34:

Thence South 89°45'50" East 1392.02 feet coincident with the North line of the Fractional SW ¼ of said Section 34;

Thence South 00°13'29" East 989.76 feet to the Southeast corner of Prospect Avenue and Douglas Street and being the Point of Beginning;

Thence continue South 00°13'29" East 101.34 feet coincident with the East line of Douglas Street;

Thence North 89°44'29" West 0.59 feet;

Thence Northwesterly 50.90 feet along the arc of curve to the left having a radius of 111.00 feet and the chord of which bears North 23°07'34" West 50.46 feet;

Thence North 36°15'46" West 12.20 feet;

Thence Northeasterly 52.82 feet along the arc of a curve to the left having a radius of 189.14 feet and the chord of which bears North 31°11'04" East 52.65 feet to the point of beginning.

And

A part of Prospect Avenue, being located in Government Lot Three (3) and Government Lot Four (4), Fractional Southwest Quarter (SW ¼) of Section Thirty-Four (34), Township Twenty-One (21) North, Range Seventeen (17) East, City of Appleton, Outagamie County, Wisconsin, containing 1,468 Sq. Ft. of land and being further described as follows:

Commencing at the West Quarter corner of said Section 34:

Thence South 89°45'50" East 1332.02 feet coincident with the North line of the Fractional SW ¼ of said Section 34;

Thence South 00°13'29" East 1109.23 feet to the Southwest corner of Prospect Avenue and Douglas Street and also being the Northeast corner of Lot 20, Block 1, Rivercrest Subdivision and being the Point of Beginning;

Thence North 89°50'32" West 120.00 feet coincident with the North line of Lot 20 of said Block 1 to the Northwest corner thereof and also being coincident with the South line of Prospect Avenue;

Thence North 00°13'29" West 0.63 feet;

Thence North 86°23'57" East 13.47 feet;

Thence Northeasterly 99.73 feet along the arc of a curve to the left having a radius of 197.00 feet and the chord of which bears North 71°53'48" East 98.67 feet;

Thence South 36°15'46" East 5.27 feet;

Thence Southeasterly 30.28 feet along the arc of a curve to the right having a radius of 50.00 feet and the chord of which bears South 18°54'42" East 29.82 feet to the point of beginning.

A map is available in the City Clerk's office upon request.

COMMON DESCRIPTION:

A portion of West Prospect Avenue and a portion of South Douglas Street

Notice is further given that a hearing of said resolution will be held at a regular meeting of the Common Council to be held at 7:00 p.m. or as soon thereafter as can be heard, on Wednesday, June 2nd, 2021, in the Council Chambers at the City Hall in said City of Appleton.

By Order of the Common Council.

April 22, 2021

KAMI LYNCH
City Clerk

RUN: April 24, 2021

May 1, 2021

May 8, 2021

**REASONABLE ACCOMMODATIONS FOR PERSONS WITH DISABILITIES WILL BE MADE
UPON REQUEST AND IF FEASIBLE.**

FINAL RESOLUTION

WHEREAS, the public interest requires that a part of West Prospect Avenue and a part of South Douglas Street, that have not previously been vacated, be vacated and discontinued; and

WHEREAS, notice was given when and where the resolution would be acted on, as required by law; and

WHEREAS, hearing was had on said Resolution on the 2nd day of June, 2021, at City Hall, in and for the City of Appleton, Wisconsin.

BE IT RESOLVED, that the Common Council of the City of Appleton, Wisconsin, hereby determines that the public interest requires that:

LEGAL DESCRIPTION

A part of Douglas Street, being located in the Government Lot Three (3), Fractional Southwest Quarter (SW 1/4) of Section Thirty-Four (34), Township Twenty-One (21) North, Range Seventeen (17) East, City of Appleton, Outagamie County, Wisconsin, containing 1,174 Sq. Ft. of land and being further described as follows:

Commencing at the West Quarter corner of said Section 34:

Thence South 89°45'50" East 1392.02 feet coincident with the North line of the Fractional SW 1/4 of said Section 34;

Thence South 00°13'29" East 989.76 feet to the Southeast corner of Prospect Avenue and Douglas Street and being the Point of Beginning;

Thence continue South 00°13'29" East 101.34 feet coincident with the East line of Douglas Street;

Thence North 89°44'29" West 0.59 feet;

Thence Northwesterly 50.90 feet along the arc of curve to the left having a radius of 111.00 feet and the chord of which bears North 23°07'34" West 50.46 feet;

Thence North 36°15'46" West 12.20 feet;

Thence Northeasterly 52.82 feet along the arc of a curve to the left having a radius of 189.14 feet and the chord of which bears North 31°11'04" East 52.65 feet to the point of beginning.

And

A part of Prospect Avenue, being located in Government Lot Three (3) and Government Lot Four (4), Fractional Southwest Quarter (SW 1/4) of Section Thirty-Four (34), Township Twenty-One (21) North, Range Seventeen (17) East, City of Appleton, Outagamie County, Wisconsin, containing 1,468 Sq. Ft. of land and being further described as follows:

Commencing at the West Quarter corner of said Section 34:

Thence South 89°45'50" East 1332.02 feet coincident with the North line of the Fractional SW 1/4 of said Section 34;

Record and return to:

City of Appleton – City Attorney's Office
100 North Appleton Street
Appleton, WI 54911-4799

Tax Key Nos.: 31-3-1617-00 and 31-3-1523-00

Thence South 00°13'29" East 1109.23 feet to the Southwest corner of Prospect Avenue and Douglas Street and also being the Northeast corner of Lot 20, Block 1, Rivercrest Subdivision and being the Point of Beginning;
Thence North 89°50'32" West 120.00 feet coincident with the North line of Lot 20 of said Block 1 to the Northwest corner thereof and also being coincident with the South line of Prospect Avenue;
Thence North 00°13'29" West 0.63 feet;
Thence North 86°23'57" East 13.47 feet;
Thence Northeasterly 99.73 feet along the arc of a curve to the left having a radius of 197.00 feet and the chord of which bears North 71°53'48" East 98.67 feet;
Thence South 36°15'46" East 5.27 feet;
Thence Southeasterly 30.28 feet along the arc of a curve to the right having a radius of 50.00 feet and the chord of which bears South 18°54'42" East 29.82 feet to the point of beginning.

See also attached Exhibit "A" for illustration.

EASEMENTS

The City of Appleton their heirs, successors and or assigns (Grantee) hereby retain an easement for any and all existing utilities and also any future utilities deemed necessary or desirable by Grantee within the vacated right of way, including but not limited to, storm sewer, drainage, sanitary sewer, watermain, gas, electric, cable and fiber- optic within the entire length and width of the above described right of way.

It is further agreed that this easement shall be a permanent easement.

It is further agreed that Grantee shall have the right to install, regrade, replace, relocate, operate, maintain, resize and repair any and all of these utilities and their associated appurtenances. It is further agreed that after installing, regrading, replacing, relocating, operating, maintaining, resizing or repairing of these utilities and their associated appurtenances Grantee shall restore unimproved surfaces such as grass, gravel and dirt on said property, as closely as possible, to the condition previously existing. Grantee shall not be required to restore or compensate for any improvements or improved surfaces such as, but not limited to, curb and gutter, hard pavements, trees, shrubs and landscaping, disturbed as a result of the maintenance activities described herein. Buildings or any other type of permanent structure shall not be placed over Grantees' facilities or in, upon or over said easement area. This easement includes the right to operate any and all equipment deemed necessary by Grantee to perform said activities. Grantee agrees that it shall give timely notice to the Grantor of routine maintenance work.

COMMON DESCRIPTION:

A part of West Prospect Avenue and a part of South Douglas Street

FURTHER RESOLVED, that the City Clerk of the City of Appleton be authorized and directed to give notice required by §66.1003 of the Wisconsin Statutes.

FURTHER RESOLVED, that according to §66.1005, Wisconsin Statutes, upon vacation and discontinuance of said portion of West Prospect Avenue and said portion of South Douglas Street, title to the above-described area shall belong to the adjoining property owners and shall acquire an ownership interest in the entire area being vacated (as deemed necessary).

By: _____
Jacob A. Woodford, Mayor
Date: _____

By: _____
Kami Lynch, City Clerk

STATE OF WISCONSIN)
 : ss.
OUTAGAMIE COUNTY)

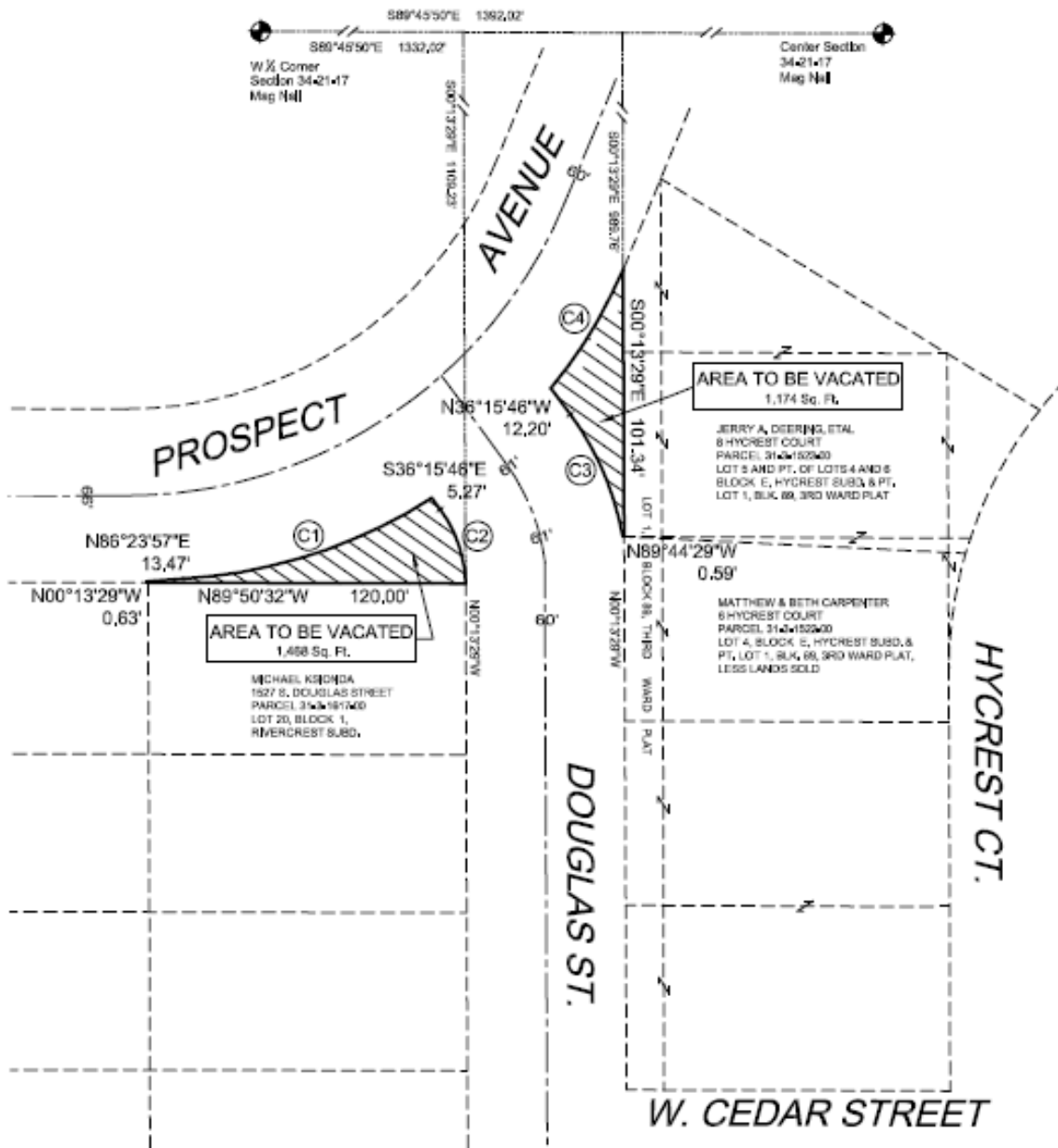
The foregoing Agreement was acknowledged before me this _____ day of June, 2021 by Jacob A. Woodford, Mayor and Kami Lynch, City Clerk.

Jamie L. Griesbach
Notary Public, State of Wisconsin
My commission expires 11/11/2021

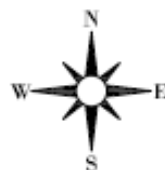
This instrument was drafted by:
City Attorney Christopher R. Behrens
City Law A21-0230

EXHIBIT "A"

A part of Prospect Avenue lying adjacent to Lot Twenty (20), Block One (1), RIVERCREST SUBD. and a part of Douglas Street lying adjacent to a part of Lot One (1), Block Eighty-Nine (89), THIRD WARD PLAT, according to the recorded Assessor's Map, all being located in the Government Lot Three (3) and Government Lot Four (4) of Section Thirty-Four (34), Township Twenty-One (21) North, Range Seventeen (17) East, City of Appleton, Outagamie County, Wisconsin



CURVE DATA TABLE				
CURVE	RADIUS	LENGTH	LC	LCB
C1	197.00'	99.73'	98.87'	N71°53'48"E
C2	50.00'	30.28'	29.82'	S18°54'42"E
C3	111.00'	50.90'	50.46'	N23°07'34"W
C4	189.14'	52.82'	52.85'	N31°11'04"E



CITY OF APPLETON
 DEPT. OF PUBLIC WORKS
 ENGINEERING DIVISION
 100 NORTH APPLETON STREET
 APPLETON, WI 54911
 920-832-6474

BEARINGS ARE REFERENCED TO WISCONSIN COUNTY COORDINATES, OUTAGAMIE COUNTY

DRAFTED BY: T. KRÖMM

01Acad/Vac and Dedicatn/0200ProspectAve_DraftSet_1030_2020

Paula Vandehey

From: Mike Krejcarek <dad.kman@sbcglobal.net>
Sent: Thursday, April 29, 2021 8:49 PM
To: Kurt Craanen
Subject: Re:

The home at 717 north Richmond street is a 2 story, 4 bedroom home with a Single car garage and parking for One car. Without this variance the driveway would have to move towards the west to make room for 3 vehicles and it would be in direct line with a power pole making this a hazard.

With the variance of the extra 6 feet, the driveway will be 2 ft from the pole Not causing a hazard.

I am asking for a variance of 6 extra feet of concrete to go towards the house, but it will still be 15 feet away from the house. There will be 33 ft from the rear lot line and 21 ft from the neighbors lot line to the west.

This should cause no inconvenience to an any neighbors. It will improve the appearance of the property and the neighborhood. The total driveway when completed will be 28x22 ft.

This would give a total of 10 foot wide driveway towards the house, which is enough to park a car or truck. This extra 6 feet would keep the driveway centrally located on the lot for a future garage build.

This expansion would allow vehicles to not have to park on the street and will not clutter up the street which is very important in the winter and in fall for plowing and leaf collection.

There will be room for garbage pickup with the vehicles safely in the driveway.

Thank you for your consideration.
The Krejcarek Family

This will not cost the city of Appleton any money and will increase my tax basis.

On Thursday, April 29, 2021, 7:30:38 AM PDT, Kurt Craanen <kurt.craanen@appleton.org> wrote:

If I were you I would write me a short summary of the project and why you need this. Then it makes things easy for Paula to put on the agenda.

From: Mike Krejcarek <dad.kman@sbcglobal.net>
Sent: Thursday, April 29, 2021 9:29 AM
To: Kurt Craanen <Kurt.Craanen@Appleton.org>
Subject: Re:

Yes is it good enough or do I need to change something???

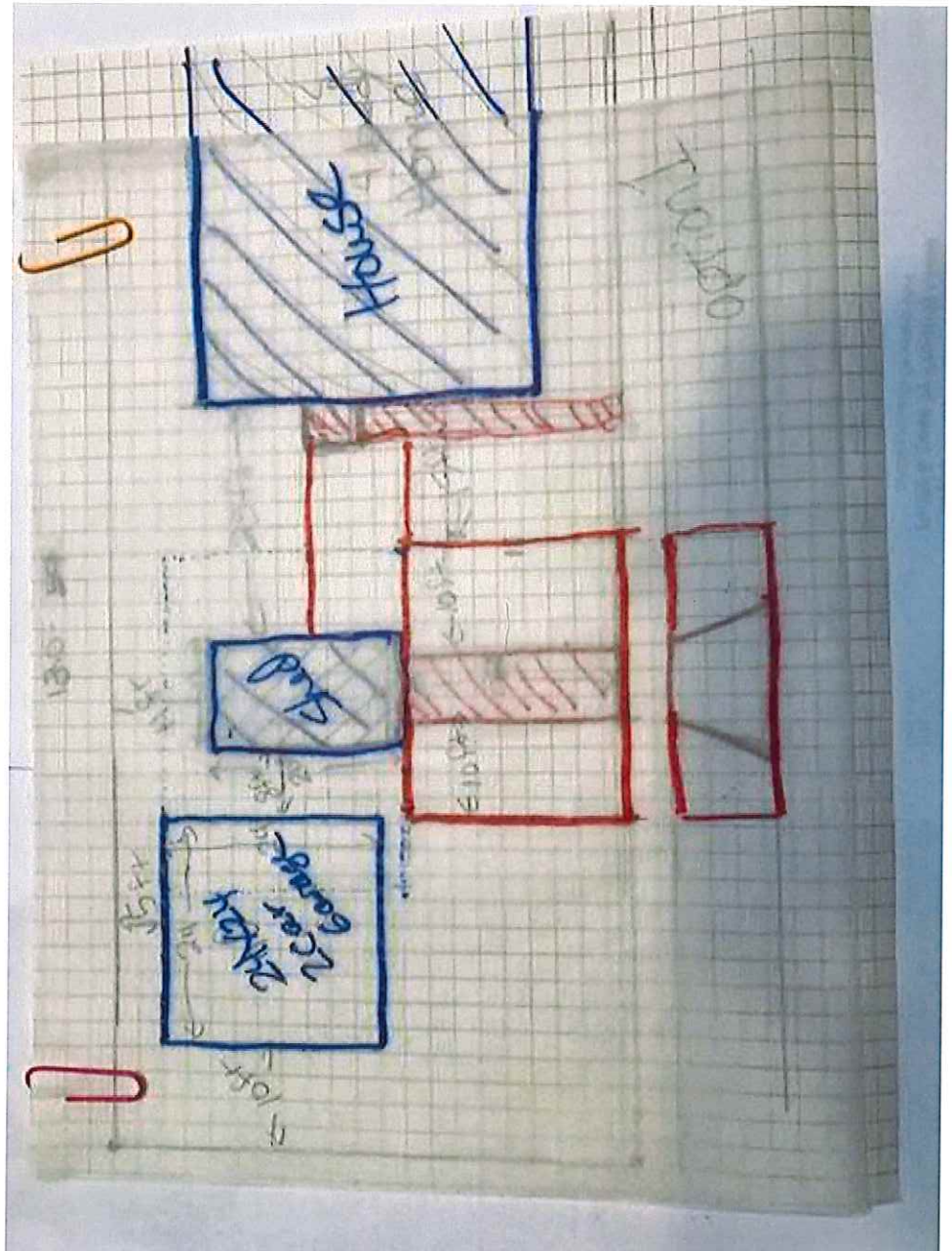
Sent from my iPhone

If we put down blacktop or gravel instead of cement will we need to go through this process ?

Sent from my iPhone

From: Nancy Krejcarek
To: cory krejcarek



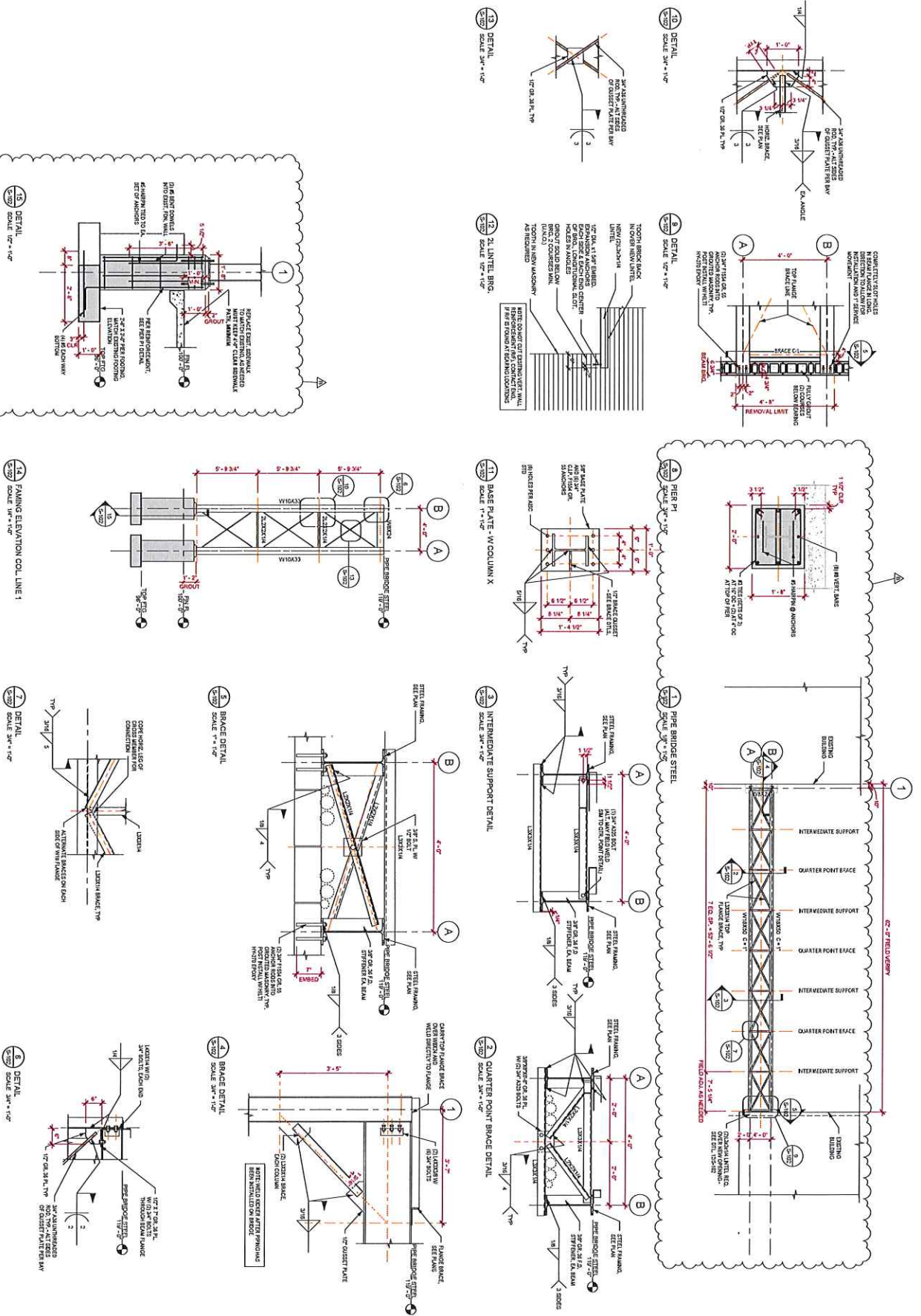




1 PIPE BRIDGE LOCATION PLAN
SCALE 1/8" = 1'-0"

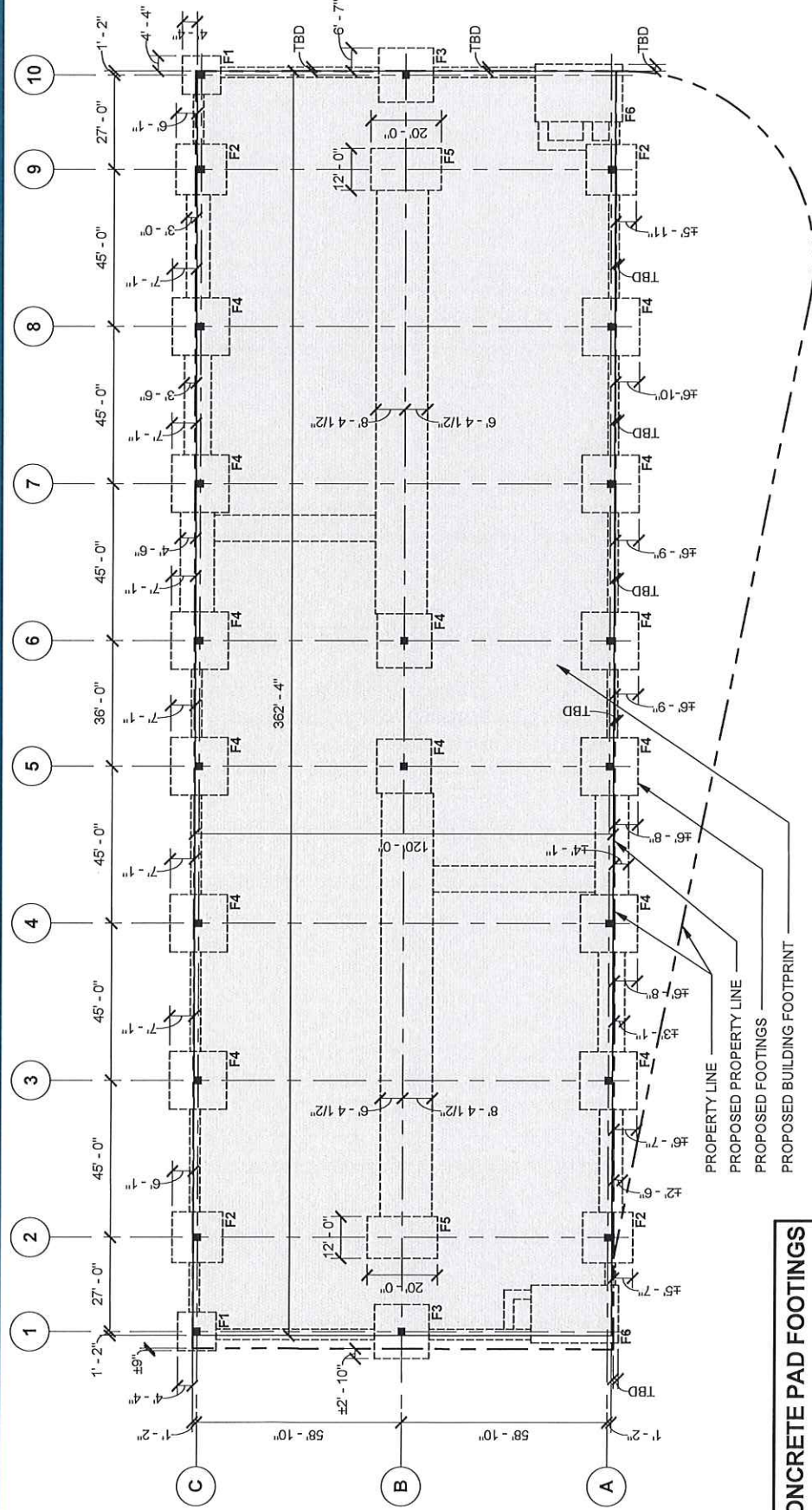


Safety: A way of life



NOT FOR CONSTRUCTION

<p>Project Number: 10287-100 Drawn By: RAC Checked By: NO</p>	<p>PIPE BRIDGE MILLER ELECTRIC APPLETON, WI FRAMING PLAN AND DETAILS</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>No.</th> <th>Description</th> <th>Date</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>ISSUED FOR CITY</td> <td>10-13-2021</td> </tr> <tr> <td>2</td> <td>ISSUED FOR CITY</td> <td>10-20-2021</td> </tr> <tr> <td>3</td> <td>ISSUED FOR CITY</td> <td>10-20-2021</td> </tr> </tbody> </table>	No.	Description	Date	1	ISSUED FOR CITY	10-13-2021	2	ISSUED FOR CITY	10-20-2021	3	ISSUED FOR CITY	10-20-2021
No.	Description	Date												
1	ISSUED FOR CITY	10-13-2021												
2	ISSUED FOR CITY	10-20-2021												
3	ISSUED FOR CITY	10-20-2021												
<p>BOLDT Technical Services</p> <p>2525 North Bremer Road PO Box 413 Appleton, WI 54912-0419 920-735-5311</p> <p>www.theboldtcompany.com</p>														



CONCRETE PAD FOOTINGS		
MARK	LENGTH	WIDTH THICKNESS
F1	11'-0"	2'-2"
F2	14'-6"	2'-8"
F3	15'-6"	2'-10"
F4	16'-6"	3'-0"
F5	16'-6"	3'-0"
F6		2'-0"

SQUARE FOOTINGS



YMCA Ramp - footings diagram

Project # 21866
18 May 2021

DG-01



PERMIT TO OCCUPY THE PUBLIC RIGHT-OF-WAY

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

Rev. 04-10-15

Applicant Information

Name (print): Djuanna Hugdahl & Michael Pittman Company: Creative Downtown Appleton/ADI & Heid Music
Address: 333 W. College Avenue, Ste. 100 Telephone: 954-9112 ADI 734-1969 Heid FAX:
Appleton, WI 54911 e-mail: djuanna@appletondowntown.org
Applicant Signature: Djuanna Hugdahl Date: 5-17-21

Occupancy Information

General Description: Street Music Week/ Make Music: musicians performing in beautification areas, collecting funds for Feeding American and promoting music opportunities.
Beginning Monday, June 14 through Monday, June 21 Setup 11:30 a.m., end time 1 p.m., with exception to Monday, June 21...end time 6 p.m. wrap up
Street Address: Tax Key No.:
- or -
Street: College Avenue - From: Walnut Street To: Laws Street
Multiple Streets:

(Department use only)

Occupancy Type

- Permanent (\$40)
Temporary - max. 35 days (\$40)
Amenity/Annual (\$40)
Blanket/Annual (\$250)
Block Party (\$15)

Sub-Type

- Sandwich Board
Tables / Chairs & musical instruments
Dumpster
POD / Container
Obstruction / Other

Location

- Sidewalk
Terrace
Roadway

Additional Requirements

- Plan/Sketch
Certificate of Insurance on file with City
Bond
Other:

Traffic Control Requirements

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

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

Approved by: Date:

This permit approval is subject to the following conditions:

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

This permit is issued to the applicant upon payment of the permit fee and is expressly limited to the location and type described herein. The applicant, in exchange for receiving this permit, warrants that all street occupancies will be performed in conformity to City ordinances, standards and policies, be properly barricaded and lighted, and be performed in a safe manner.

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

APPROVED BY: (Department of Public Works) DATE:

Insurance and Bond Coverage:

Insurance Carrier: _____

Insurance Agent Name and Phone Number: _____

Policy Number: _____

Policy Period: _____

* Bond Carrier: N/A

* Bond Agent Name and Phone Number: N/A

* Bond Number: N/A

* Bond Period: N/A

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

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

Company Name: Creative Downtown Appleton / ADI

Print Name: Djuanna Hngdahl

Signature: Djuanna Hngdahl

Date: 5.18.21

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

- Plumbing in the public right-of-way: \$5,000.00 Permit Bond (Municipal Code ARTICLE V. DIVISION 1. Sec. 4-265.)
- Sewer lateral sealing in the public right-of-way: \$5,000.00 Permit Bond (Municipal Code ARTICLE III. DIVISION 3. Sec. 4-188. (a)(2))
- Moving of Buildings: \$5,000.00 Permit Bond (Municipal Code ARTICLE III. DIVISION 4. Sec. 4-207. (5))
- Cement Finisher's License: \$5,000.00 License Bond (Municipal Code ARTICLE II. Sec. 9-33. (c)(1))



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

REQUEST for Beer/Liquor License Premise Amendment

FEES ARE NON-REFUNDABLE		Date Rec'd <u>4/1/21</u>
License Fee	\$ 10.00	Acct. 11030.4306
Receipt	<u>1957-3</u>	

SECTION 1 – LICENSE INFORMATION

Name of Establishment <u>Trout Museum of ART</u>	
Address of Establishment <u>111 W. College Avenue</u>	
Name of Agent <u>CHRISTINA TURNER</u>	Phone Number

SECTION 2 – PREMISE AMENDMENT

Please describe the change in premises:
 A drawing/diagram of the proposed area must also be submitted with this application Houdini Plaza
8/27/21 event with outside bar and music. Will be
also utilizing stage for musical performance. 250-guests.
300

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

Please list the date(s) and time(s) that this temporary premise amendment will be utilized:
8/27/21 set up 12pm, event 5:pm - 10pm

SECTION 4 – PENALTY NOTICE

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

Signature of Applicant: Christina Turner

FOR OFFICE USE ONLY

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

S&L	Council	Date Issued	Exp. Date	License Number
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Original Alcohol Beverage Retail License Application

(Submit to municipal clerk.)

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

To the Governing Body of the: Town of }
 Village of } APPLETON
 City of }

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

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

Applicant's Wisconsin Seller's Permit Number ●●●●●●●●	
FEIN Number ●●●●●●	
TYPE OF LICENSE REQUESTED	FEE
<input type="checkbox"/> Class A beer	\$
<input checked="" type="checkbox"/> Class B beer	\$
<input type="checkbox"/> Class C wine	\$
<input type="checkbox"/> Class A liquor	\$
<input type="checkbox"/> Class A liquor (cider only)	\$ N/A
<input type="checkbox"/> Class B liquor	\$
<input checked="" type="checkbox"/> Reserve Class B liquor	\$
<input type="checkbox"/> Class B (wine only) winery	\$
Publication fee	\$
TOTAL FEE	\$

Name (individual / partners give last name, first, middle; corporations / limited liability companies give registered name)
RH EVENTS LLC

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

President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
GEALL	MARK		1300 N ASTOR APT 21A, CHICAGO IL 60610
Vice President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Secretary / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Treasurer / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Agent Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
EMERICH	SANDY		2165 S FOUNTAIN AVE, APPLETON 54915
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

1. Trade Name POPLAR HALL Business Phone Number 920-585-8040
 2. Address of Premises 141 S RIVERHEATH WAY Post Office & Zip Code 54915

3. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.)
POPLAR HALL IS AN OPEN PLAN 6000SF SPACE WITH A 2400SF MEZZANINE.
IT WILL BE OPEN FOR SPECIAL EVENTS. IT HAS A CATERING KITCHEN.
LIQUOR WILL BE SERVED AND STORED FROM A BAR LOCATED ON THE GROUND FLOOR
AGAINST THE EASTERN ELEVATION, LOCKED AFTER EACH EVENT.
POPLAR HALL IS LOCATED BETWEEN THE APPLETON RIVERFRONT COURTYARD HOTEL
AND THE WILLOW BUILDING.




4. Legal description (omit if street address is given above): _____

5. (a) Was this premises licensed for the sale of liquor or beer during the past license year? Yes No

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

6. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? **If yes, explain** Yes No
7. Is the applicant an employe or agent of, or acting on behalf of anyone except the named applicant? Yes No **If yes, explain.**
8. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? **If yes, explain** Yes No
9. (a) **Corporate/limited liability company applicants only:** Insert state WI and date 03/02/20 of registration.
- (b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? **If yes, explain** Yes No
- (c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? Yes No **If yes, explain.**
MARK GEALL OWNS RH HOSPITALITY LLC, THE APPLETON MARRIOTT COURTYARD
HOTEL NEXT DOOR.
10. Does the applicant understand they must register as a Retail Beverage Alcohol Dealer with the federal government, Alcohol and Tobacco Tax and Trade Bureau (TTB) by filing (TTB form 5630.5d) before beginning business? [phone 1-877-882-3277] Yes No
11. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776] Yes No
12. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? Yes No

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

Contact Person's Name (Last, First, M.I.) Geall, Mark	Title/Member Owner	Date 03/31/21
Signature 	Phone Number 	Email Address 

TO BE COMPLETED BY CLERK

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



City of Appleton Liquor License Questionnaire

1. Name of Applicant: Mark Geall

2. Name of Business: RH Events LLC dba Poplar Hall

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

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

3. Address of Business: 141 South RiverHeath Way, Appleton WI 54915

4. Have you or any member of your organization ever been convicted of a misdemeanor or ordinance violation? Yes _____ No X

AND/OR been convicted of a felony? Yes _____ No X

If yes to either question, please explain in detail below:

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

Mark Geall ●●●●

First name	M.I.	Last name	Date of Birth
			/ /
			/ /
			/ /
			/ /

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

Name: New construction
First name Middle Initial Last name

Address: _____
City State ZIP

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

New construction

Name: _____

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

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

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

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

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

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

_____ months ago.

10. Seating capacity: Inside 250 Outside 100


11. Operating hours (Inside the building): Special events only
Operating hours (Outdoor seating areas): _____

12. Employees/Staff
Number of floor personnel 12 Number of door checkers 6

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

- a. Gross floor building area of the premises to be licensed: 8400sf _____ square feet.
- b. Gross outdoor seating areas of the premises to be licensed: 3000sf _____ square feet.
- c. Below, identify the operational details of the proposed establishment:

We are proposing an event space for corporate functions, weddings, music, and other cultural events. The plan calls for an 6000sf open main floor with a 2400sf mezzanine. It will sit between the Appleton Courtyard Riverfront hotel and the Willow building. The space will operate for special events only. The open plan will have floor to ceiling windows overlooking the river opening out to a courtyard in front. There will be a warming kitchen for catering.



Signature

03/31/2021
Date

ADDITIONAL 2021-2022 RENEWALS

CLASS "A" FERMENTED MALT BEVERAGE & "CLASS A" LIQUOR (CIDER ONLY) LICENSE

<u>NAME</u>	<u>TRADE NAME</u>	<u>ADDRESS</u>
Quinto Sol LLC Hector Mosqueda, Agent, 1009 E Kramer Ln Appleton WI 54915	Quinto Sol Supermarket	2311 W College Ave

CLASS "A" FERMENTED MALT BEVERAGE & "CLASS A" LIQUOR LICENSE

<u>NAME</u>	<u>TRADE NAME</u>	<u>ADDRESS</u>
Appleton Liquor LLC Heidi Guta, Agent, 1325 E Overland Rd Appleton WI 54911	Appleton Liquor	2727 N Meade St
Flanagan's Stop & Shop, Inc. Patrick James Flanagan, Agent, N1820 North Rd Greenville WI 54942	Flanagan's Stop & Shop	522 W College Ave
Ultimate Mart LLC Ken A Voss, Agent, 2936 Blue Moon Dr Green Bay WI 54311	Pick 'N Save #8123	2700 N Ballard Rd
Ultimate Mart LLC Ruth K Ackerman, Agent, 1114 Melrose Ct #4 Neenah WI 54956	Pick 'N Save #8187	511 W Calumet St

CLASS "B" FERMENTED MALT BEVERAGE LICENSE

<u>NAME</u>	<u>TRADE NAME</u>	<u>ADDRESS</u>
Fronteras, LLC Eric Mosqueda Lopez, Agent, 1009 E Kramer Ln Appleton WI 54915	Fronteras Restaurant	2311 W College Ave
Mai's Deli Fong Lee, Agent, 716 W 8 th St Kaukauna WI 54130	Mai's Deli	104 S Memorial Dr

CLASS "B" FERMENTED MALT BEVERAGE LICENSE AND "CLASS C" WINE LICENSE

<u>NAME</u>	<u>TRADE NAME</u>	<u>ADDRESS</u>
Green Gecko Enterprises LLC Robert C Wall, Agent, 1020 N Durkee St Appleton WI 54911	Green Gecko Grocer & Deli	222 E College Ave
Tempest Coffee Collective LLC Tyler A. Lonadier, Agent, 1133 W Woodstone Dr Appleton WI 54914	Tempest Coffee Collective	181 S Riverheath Way, Ste 1100

CLASS "B" FERMENTED MALT BEVERAGE & "CLASS B" LIQUOR LICENSE

<u>NAME</u>	<u>TRADE NAME</u>	<u>ADDRESS</u>
Antojitos Mexicanos LLC Fernando Almanza, Agent, 580 Cornrow Ln Combined Locks WI 54113	Antojitos Mexicanos	204 E College Ave
DCMX LLC Mylee Xiong, Agent, W2374 Holly Ln Appleton WI 54915	Gingerootz	2920 N Ballard Rd Ste A
Driftwood Special Servicing LLC Linda M. Garvey, Agent, 105 Alexander Dr Neenah WI 54956	Fox Cities Exhibition Center	355 W Lawrence St
Mr. Taco Authentic Mexican Cuisine Corp Jennifer Almeida Sandoval, Agent, N197 Eastowne Ln Appleton WI 54915	Mr. Taco	106 S State St
Driftwood Special Servicing LLC Linda M. Garvey, Agent, 105 Alexander Dr Neenah WI 54956	Red Lion Paper Valley Hotel Banquet Svcs	333 W College Ave
Driftwood Special Servicing LLC Linda M. Garvey, Agent, 105 Alexander Dr Neenah WI 54956	Red Lion Paper Valley Hotel Blaze	333 W College Ave
Driftwood Special Servicing LLC Linda M. Garvey, Agent, 105 Alexander Dr Neenah WI 54956	Red Lion Paper Valley Hotel Clubhouse	333 W College Ave
Driftwood Special Servicing LLC Linda M. Garvey, Agent, 105 Alexander Dr Neenah WI 54956	Red Lion Paper Valley Hotel, Lombardi Bar	333 W College Ave
OM Investments, LLC Sivakumar Rajarathinam, Agent, 1237 Symphony Blvd Neenah WI 54956	Sai Ram Indian Cuisine	253 W Northland Ave
Lawrence University of Wisconsin Jonathan E Meyer, Agent, 304 W North Ave Little Chute WI 54140	Viking Room	615 E College Ave

CLASS "B" FERMENTED MALT BEVERAGE & RESERVE "CLASS B" LIQUOR LICENSE

<u>NAME</u>	<u>TRADE NAME</u>	<u>ADDRESS</u>
Appleton Yacht Club Andrew T. Potter, Agent, 3146 N Lawe St Appleton WI 54911	Appleton Yacht Club	1200 S Lutz Dr
Appleton Hotel Ventures LLC Troy R Graverson, Agent, W2558 Ridgefield Ct Appleton WI 54915	Cambria Suites	3940 N Gateway Dr
C-Vine Lounge LLC Conrado Lopez Mendez, Agent, 1789 Sanctuary Ct #63 Appleton WI 54914	C-Vine Lounge	531 W College Ave

Fox River Boat Holding Co, LLC River Tyme Bistro
Candice Mortara, Agent, 1301 N Briarcliff Dr, Appleton WI 54915

425 W Water St #100



paid in Oshkosh

5/22/21

FEES ARE NON-REFUNDABLE		Date Recv'd	___/___/___
License fee EACH Vehicle	\$30.00	Acct. CLLTSE	
Investigation fee	\$ 7.00	Acct. CLLPIF	
Total fee paid	\$ <u>8</u>	Receipt	_____

LICENSE APPLICATION

for
TAXICAB COMPANY AND LIMOUSINE SERVICE

Original Application
 Renewal - License # _____

SECTION 1 - APPLICANT INFORMATION

Antonio

Name of Company <u>Antonio's Transportation Service</u>		Business Phone <u>920-573-9702</u>	
Business Street Address <u>240 Algoma Blvd</u>		City <u>Oshkosh</u>	State <u>WI</u>
		Zip <u>54901</u>	<u>Spot</u>
Owner's Name <u>Antonio Gaines</u>	Date of Birth <u>Corey Antonio Gaines</u>		<input checked="" type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation
Owner's Name <u>N/A</u>	Date of Birth		

SECTION 2 - VEHICLES TO BE OPERATED (Attach additional sheets if necessary)

Vehicle Number	Capacity	Make/Model	DOT License Plate Number
<u>2G1WB0SEK011</u> <u>54075</u>	<u>4</u>	<u>Chevy impala</u>	<u>AAV-8192</u>

SECTION 3 - COMPANY HISTORY

Is the company currently licensed in any other municipality? YES NO If Yes, what municipality?

Has the company ever been denied a license by any municipality? YES (NO) If Yes, please explain:

Have any of the owners ever been convicted of a crime? YES (NO) If Yes, please explain:

Describe the basic operations of the company: I am like uber. I pickup and drop offs

If the business is located in the City limits, Municipal Code requires that off-street parking is provided for. If applicable, what provisions have been made for off street parking? N/A

SECTION 4 - INSURANCE NOTICE

Insurance Coverage:

Insurance Carrier: Richards Insurance

Insurance Agent Name and Phone Number: Markus Helman / 262-334-2500

Policy Number: 945432898

Policy Period: 1-8-2021 - 1-8-2022

I confirm that I have the authority to sign and certify the information contained herein as the permittee/licensee, or duly authorized representative of the entity obtaining this permit/license. I have reviewed and understand the insurance requirements of the City of Appleton. I hereby certify that I, or the company I represent, have insurance in the amounts required to obtain this permit/license, have named the City of Appleton as an additional insured for purposes of this permit/license and have provided the name of my insurance carrier, the policy number, and policy period above. Further, I agree to maintain appropriate insurance coverage for the duration of this permit/license and to indemnify, defend and

hold harmless the City of Appleton and its officers, officials, employees and agents from and against any and all liability, loss, damage, expenses, costs, including attorneys fees arising out of the activities performed as described herein, caused in whole or in part by any negligent act or omission of the applicant, anyone directly or indirectly employed by any of them, which may arise from the use of city right-of-way or property under this permit or license.

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

Applicant's Signature Cory Sami

FOR OFFICE USE ONLY				Date Sent 5/12/21		COI on file? YES NO	
Sealer	Approve	Deny	By	Reason			S&L Date
Police							Common Council
Fire							Date issued
Inspection							Exp. date

4/25/19



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

REQUEST for Alcohol License Premise Amendment

FEES ARE NON-REFUNDABLE	Date Recv'd <u>5/21/21</u>
License Fee \$10.00/event	Acct: CLCAGP
Receipt <u>2149-1</u>	

SECTION 1 – LICENSE INFORMATION

Name of Establishment <u>Trout Museum of Art</u>	
Address of Establishment <u>111 W. College Ave., Appleton, WI 54911</u>	
Name of Agent <u>Christina Turner</u>	Phone Number

SECTION 2 – PREMISE AMENDMENT

Please describe the change in premises:
A drawing/diagram of the proposed area must also be submitted with this application
bar will be on our property. guests may enter Houdini Plaza to hear awards announcements or social distance

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

Please list the date(s) and time(s) that this temporary premise amendment will be utilized:
6/5/21 4:00 pm to 9:00 pm

SECTION 3 – PENALTY NOTICE

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

Signature of Applicant: Christina Turner

FOR OFFICE USE ONLY

Department	Approve	Deny	By	Reason
Comm. Dev.				
Finance				
Fire				
Health				
Inspections				
Police				
S&L	Council	Date Issued	Exp. Date	License Number

Mechanical Amusement Devices

TRADE NAME	COMPANY	ADDRESS
FRONTERAS	FRONTERAS, LLC	2311 WEST COLLEGE AVENUE
RED LION	DRIFTWOOD SPECIAL SERVICING LLC	333 WEST COLLEGE AVENUE



REPORT TO CITY PLAN COMMISSION

Plan Commission Informal Hearing Meeting Date: May 12, 2021

Common Council Public Hearing Meeting Date: June 2, 2021 (Public Hearing on Rezoning)

Item: Rezoning #4-21 – South Oak Street and East Kimball Street

Case Manager: David Kress, Principal Planner

GENERAL INFORMATION

Owner/Applicant: U.S. Venture, Inc. c/o Bob Huss

Address/Parcel: Generally located south of Lawrence Street, west of Durkee Street, north of Water Street, and east of Morrison Street consisting of 15 parcels (Tax Id #31-2-0159-00, #31-2-0160-00, #31-2-0161-00, #31-2-0163-00, #31-2-0164-00, #31-2-0165-00, #31-2-0166-00, #31-2-0167-00, #31-2-0168-00, #31-2-0169-00, #31-2-0170-00, #31-2-0171-00, #31-2-0172-00, #31-2-0173-00, and #31-2-0174-00).

Petitioner's Request: The applicant proposes to rezone the subject parcels from R-1B Single-Family District, R-3 Multi-Family District, and P-I Public Institutional District to CBD Central Business District. The request is being made to establish zoning that is uniform for all 15 subject lots and allows for future development.

BACKGROUND

The owner/applicant has acquired 16 parcels in the area south of Lawrence Street and east of Morrison Street. Some buildings have already been demolished in the subject area, and additional demolition permits have been issued recently. In April 2021, the owner/applicant submitted a Certified Survey Map (CSM) to combine the 16 parcels into one lot. One of those parcels (#31-2-0162-00) is already zoned CBD Central Business District, so it is not included in this rezoning request. Per Section 23-40(b) of the Municipal Code, there shall not be more than one zoning district on any parcel of land. Therefore, uniform zoning is needed before the commonly-owned parcels can be combined.

Two related items are also being presented at this May 12, 2021 Plan Commission meeting. One is a request to vacate and discontinue portions of Oak Street and Kimball Street right-of-way. The other is a proposed dedication of public right-of-way to widen Lawrence Street by 20 feet. Both items are incorporated in the CSM referenced above. CSMs are reviewed and administratively approved by City staff; however, CSM approval could only occur after Common Council approval of the items noted above.

STAFF ANALYSIS

Existing Site Conditions: The subject parcels total approximately 2.501 acres in size and are located in between Lawrence Street, Durkee Street, Water Street, and Morrison Street. Water Street is classified as a collector street on the City's Arterial/Collector Plan, and the other surrounding streets are classified as local streets. Currently, the site includes several vacant parcels, as some former residences have already

been demolished. Additional demolition permits have been issued, and it is anticipated that all existing buildings will be demolished.

Surrounding Zoning Classification and Land Uses:

North: CBD Central Business District. The YMCA of the Fox Cities facility is located north of the subject property.

South: PD/R-3 Planned Development Multi-Family District and P-I Public Institutional District. The adjacent land uses to the south are currently a mix of multi-family residential and institutional uses.

East: P-I Public Institutional District. The Lawrence University campus is located east of the subject property.

West: CBD Central Business District. The adjacent land uses to the west are currently institutional (Mosaic Family Health) and vacant land.

Proposed Zoning Classification: The purpose of the CBD Central Business District is to provide a centrally located and readily accessible area that offers a wide variety of retail, service, financial, entertainment, governmental and residential uses. A broad range of uses is permitted to reflect downtown's role as a commercial, cultural and government center. Development is intended to be intense with maximum lot coverage, increased building scale and height density and buildings placed close together. Development is intended to be pedestrian-oriented with a strong emphasis on a safe and attractive streetscape. Per Section 23-114(i) of the Municipal Code, the development standards for the CBD District are listed below:

- 1) **Minimum lot area:** 2,400 square feet.
- 2) **Maximum lot coverage:** 100%.
- 3) **Minimum lot width:** 20 feet.
- 4) **Minimum front yard:** None.
- 5) **Minimum rear yard:**
 - a. None.
 - b. 10 feet when abutting a residentially-zoned district.
- 6) **Minimum side yard:**
 - a. None.
 - b. 10 feet when abutting a residentially-zoned district.
- 7) **Maximum building height:** 200 feet.

Zoning Ordinance Review Criteria: A rezoning is often triggered by development proposals or changing circumstances in the City. In this case, the request is being made to establish uniform zoning, allow for combining of lots via CSM, and accommodate future development. The existing parcels appear to satisfy the development standards for the CBD Central Business District listed above. Based on initial CSM review, the proposed lot combination would also meet applicable lot area and lot width development standards for the CBD District. If the rezoning request is approved, any future development

would need to conform to the CBD District zoning regulations and other applicable sections of the Zoning Ordinance. Ultimately, any new building would require Site Plan review and approval, pursuant to Section 23-570 of the Municipal Code, prior to the issuance of a building permit by the Inspections Division.

Appleton Comprehensive Plan 2010-2030: The City of Appleton *Comprehensive Plan 2010-2030* identifies this area with a future Mixed Use designation. The proposed CBD Central Business District rezoning is consistent with the Future Land Use Map. Listed below are related excerpts from the City's *Comprehensive Plan 2010-2030*.

Goal 1 – Community Growth

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

Goal 8 – Economic Development

Appleton will pursue economic development that retains and attracts talented people, brings good jobs to the area, and supports the vitality of its industrial areas, downtown, and neighborhood business districts.

OBJECTIVE 9.4 Economic Development:

Ensure the continued vitality of downtown and the City's neighborhood commercial districts.

OBJECTIVE 9.6 Economic Development:

Create a vibrant environment that is conducive to attracting and retaining talented people.

Policy 9.6.2 Encourage the creation of vibrant mixed-use urban areas in the downtown and along the Fox River that are both walkable and bicycle-friendly.

OBJECTIVE 10.2 Land Use:

Encourage redevelopment to meet the demand for a significant share of future growth, and to enhance the quality of existing neighborhoods.

Chapter 14 Downtown Plan, Initiative 4 Downtown Development and Business Retention:

Strategy 4.7 – Maintain an environment favorable to larger employers in the downtown.

Chapter 14 Downtown Plan, Initiative 4 Downtown Development and Business Retention:

Strategy 4.8 – Support private sector efforts to redevelop and invest in downtown.

Standards for Zoning Map Amendments: Per Section 23-65(d)(3) of the Municipal Code, all recommendations for Official Zoning Map amendments shall be consistent with the adopted plans, goals, and policies of the City and with the intent of the Zoning Ordinance. Related excerpts are listed below.

- a. Prior to making a recommendation on a proposed rezoning, the Plan Commission shall make a finding to determine if the following conditions exist. No rezoning of land shall be approved prior to finding at least one of the following:

1. The request for a zone change is in conformance with the Comprehensive Plan for the City of Appleton. *The rezoning request is in conformance with the Comprehensive Plan 2010-2030 goals and objectives stated above and the Future Land Use Map, which identifies this area for future mixed uses.*
 2. A study submitted by the applicant that indicates that there has been an increase in the demand for land in the requested zoning district, and as a result, the supply of land within the City mapped as such on the Official Zoning Map, is inadequate to meet the demands for such development.
 3. Proposed amendments cannot be accommodated by sites already zoned in the City due to lack of transportation, utilities or other development constraints, or the market to be served by the proposed use cannot be effectively served by the location of the existing zoning district(s).
 4. There is an error in the code text or zoning map as enacted.
- b. In addition to the findings required to be made by subsection (a), findings shall be made by the Plan Commission on each of the following matters based on the evidence presented:
1. The adequacy of public facilities such as transportation, utilities and other required public services to serve the proposed site. *The subject area is served by existing infrastructure, and the transportation network should be able to accommodate the proposed rezoning. Some recommended transportation-related improvements near the subject property are identified in the Downtown Mobility Study, which was approved by Common Council on August 17, 2016.*
 2. The effect of the proposed rezoning on surrounding uses. *All properties located north and west of the subject area are already zoned CBD Central Business District. Properties to the east and south of the subject area primarily consist of Lawrence University's campus. Therefore, the proposed rezoning request is unlikely to create adverse impacts in the surrounding neighborhood.*

Review Criteria: Based upon the above analysis, it would appear the criteria established by Section 23-65(d)(3) Zoning Amendments has been satisfied.

Technical Review Group (TRG) Report: This item appeared on the April 20, 2021 TRG agenda. No negative comments were received from participating departments.

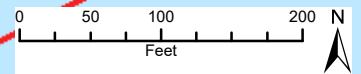
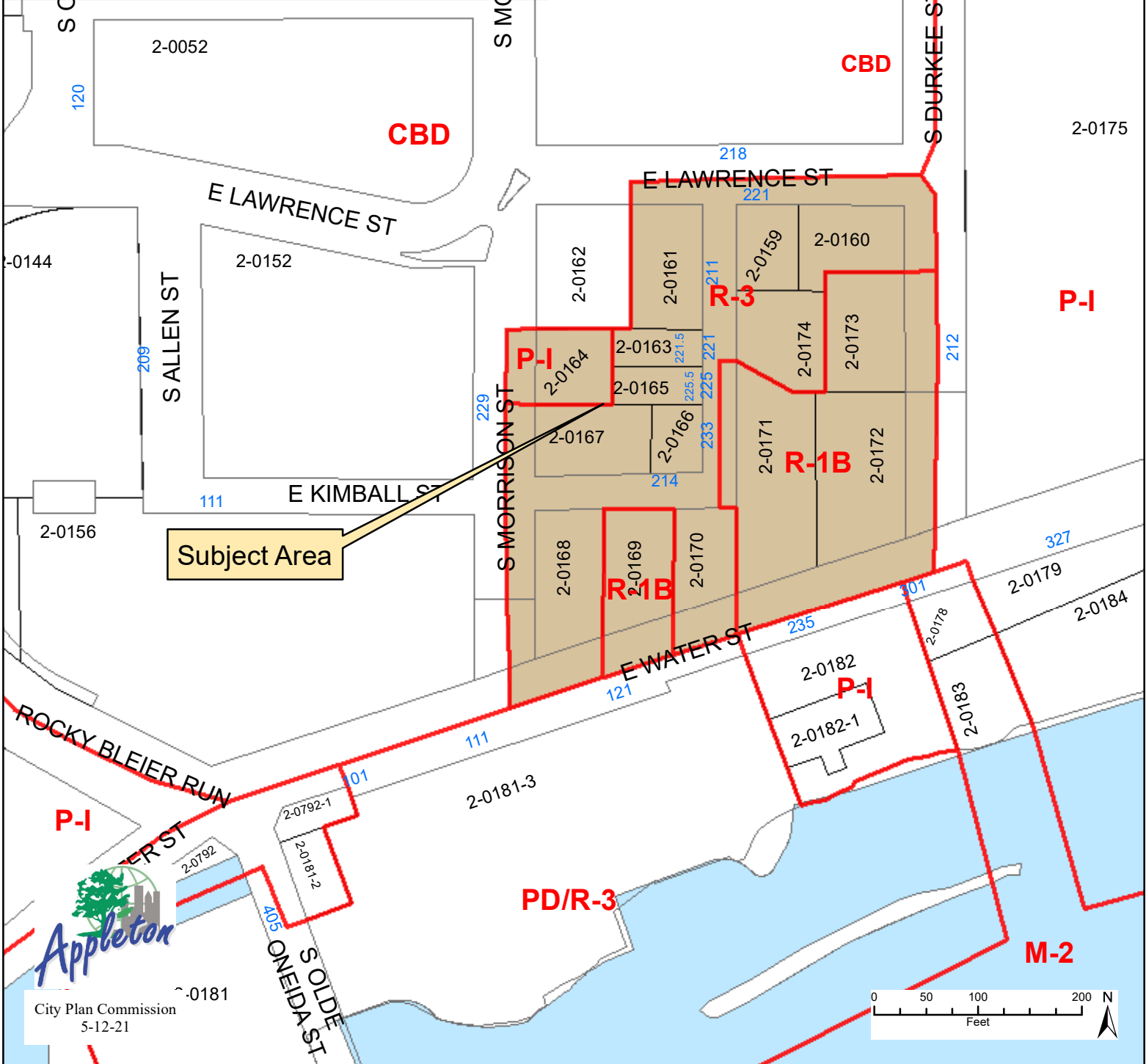
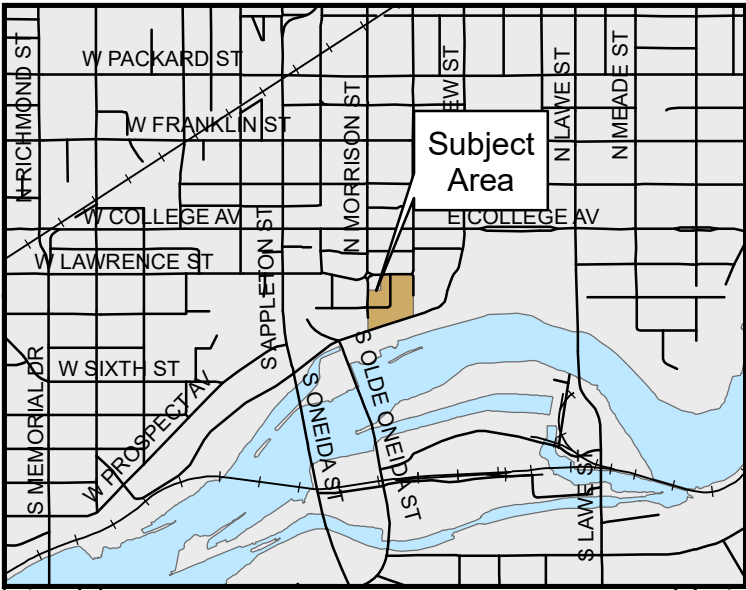
RECOMMENDATION

Staff recommends, based upon the standards for zoning map amendments as required by Section 23-65(d)(3) of the Zoning Ordinance, that Rezoning Application #4-21 to rezone the subject parcels generally located south of Lawrence Street and east of Morrison Street (Tax Id #31-2-0159-00, #31-2-0160-00, #31-2-0161-00, #31-2-0163-00, #31-2-0164-00, #31-2-0165-00, #31-2-0166-00, #31-2-0167-00, #31-2-0168-00, #31-2-0169-00, #31-2-0170-00, #31-2-0171-00, #31-2-0172-00, #31-2-0173-00, and #31-2-0174-00) from R-1B Single-Family District, R-3 Multi-Family District, and P-I Public Institutional District to CBD Central Business District, including to the centerline of the adjacent South Morrison

Rezoning #4-21
May 12, 2021
Page 5

Street, East Lawrence Street, South Durkee Street, East Water Street, East Kimball Street, and South Oak Street right-of-way, as shown on the attached map, **BE APPROVED.**

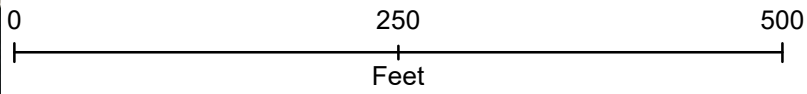
South Oak Street & East Kimball Street
Rezoning
R-1B Single-Family District,
R-3 Multi-Family District, and
P-I Public Institutional District to
CBD Central Business District
Zoning Map



South Oak Street & East Kimball Street
Rezoning
R-1B Single-Family District,
R-3 Multi-Family District, and
P-I Public Institutional District to
CBD Central Business District
Aerial Map



City Plan Commission
5-12-2021



LEGAL DESCRIPTION

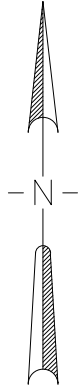
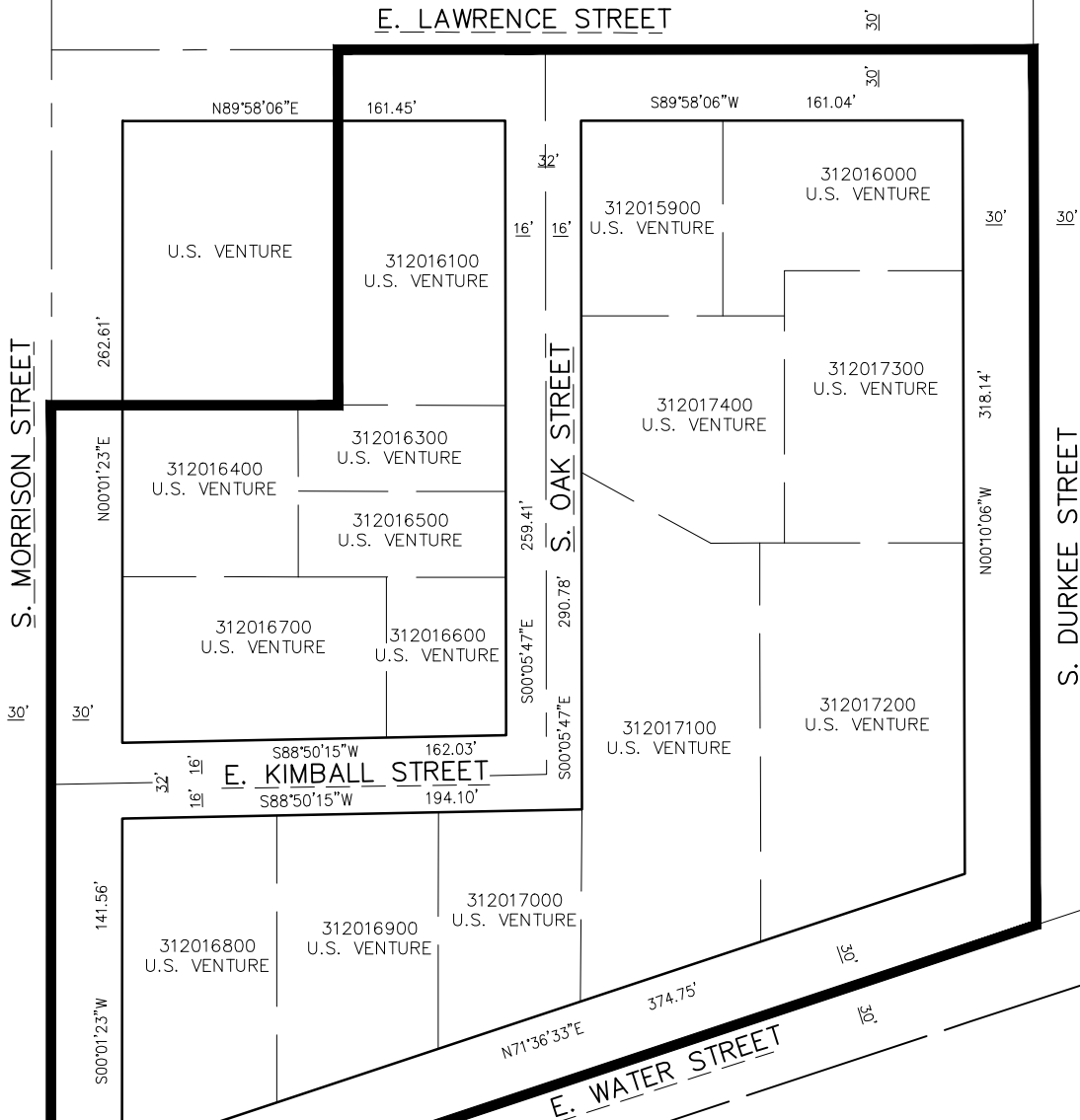
Tax Id #31-2-0159-00, #31-2-0160-00, #31-2-0161-00, #31-2-0163-00, #31-2-0164-00, #31-2-0165-00, #31-2-0166-00, #31-2-0167-00, #31-2-0168-00, #31-2-0169-00, #31-2-0170-00, #31-2-0171-00, #31-2-0172-00, #31-2-0173-00, and #31-2-0174-00.

Property description for rezoning the U.S. Venture, Inc. properties, City of Appleton, Outagamie County, Wisconsin, being described as follows.

All of Lots 1, 2, the east 16.2 feet of Lot 3 and all of Lots 5 thru 14 inclusive in block 12 of the Appleton Plat, all in Government Lot 2, Section 26, Town 21 North, Range 17 East, City of Appleton, Outagamie County, Wisconsin. Including the adjacent one-half (1/2) right-of-way of South Morrison Street, East Lawrence Street, South Durkee Street, East Water Street, East Kimball Street, and South Oak Street.

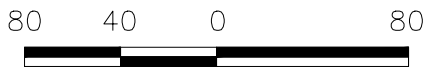
EXHIBIT A

YMCA



PROPERTY DESCRIPTION FOR REZONING THE U.S. VENTURE, INC. PROPERTIES, CITY OF APPLETON, OUTAGAMIE COUNTY, WISCONSIN, BEING DESCRIBED AS FOLLOWS.

ALL OF LOTS 1, 2, THE EAST 16.2 FEET OF LOT 3 AND ALL OF LOTS 5 THRU 14 INCLUSIVE IN BLOCK 12 OF THE APPLETON PLAT INCLUDING THE ADJACENT ONE-HALF (1/2) RIGHT-OF-WAY OF S. MORRISON STREET, E. LAWRENCE STREET, S. DURKEE STREET, E. WATER STREET, E. KIMBALL STREET, AND S. OAK STREET, ALL IN GOVERNMENT LOT 2, SECTION 26 TOWN 21 NORTH, RANGE 16 EAST CITY OF APPLETON, OUTAGAMIE COUNTY, WISCONSIN. CONTAINING MORE OR LESS 163,977 SQUARE FEET (3.76 ACRES).



SCALE - FEET

BEARINGS ARE REFERENCED TO THE PUBLISHED OUTAGAMIE COUNTY, COORDINATE SYSTEM.



REPORT TO CITY PLAN COMMISSION

Plan Commission Meeting Date: May 26, 2021

Common Council Meeting Date: June 2, 2021

Item: Final Plat – 1st Addition to Broadway Hills Estates

Case Manager: Don Harp

GENERAL INFORMATION

Owner: North Appleton Properties, LLC – Gregory Gauerke – Member

Consulting Engineering Firm: Davel Engineering & Environmental, Inc. (James R. Sehloff, P.L.S.)

Location: The subject property is located on the west side of French Road at a distance of approximately 1,400 feet north of the intersection of French Road and Broadway Drive.

Tax Id Number: City Parcel #31-1-9210-14 (formerly Town of Freedom Parcel #090-0855-00)

Petitioner's Request: The applicant is proposing to subdivide the subject property into seven (7) single-family residential lots. (Phase 2 of Broadway Hills Estates)

BACKGROUND

The Preliminary Plat for 1st Addition to Broadway Hills Estates was approved by the Plan Commission on March 9, 2021 and by the Common Council on April 7, 2021. The Common Council granted relief to the following regulation: 1) The two (2) length to one (1) width ratio, per Section 17-26(g) of the Municipal Code for Lots 23 and 24. Proposed Lots 23 and 24 exceed the 2 depth to 1 width ratio (Lot 23 = 2.4 to 1 and Lot 24 = 4.2 to 1).

The subject property was rezoned from Temporary AG Agricultural District to R-1B Single-family District per Rezoning #3-21 which was approved by the Common Council on April 7, 2021.

The subject property was included in the 1st Addition to Broadway Hills Estates Annexation which was officially annexed to the City on March 9, 2021.

The Final Plat for Broadway Hills Estates (Phase 1) was approved by the Plan Commission on August 25, 2020 and by the Common Council on September 2, 2020. Phase 1 consisted of 20 single-family residential lots with an average size of 1.58 acres and 2 outlots for stormwater ponds.

STAFF ANALYSIS

Existing Conditions: The subject property is agricultural land with a building that is approximately 3,200 square feet in area. At the preliminary plat stage, staff indicated the existing building located on proposed Lot 24 will remain on site. Based upon information provided by the property owner (developer), building permit #2020-116 was issued on December 14, 2020 by Town of Freedom Building Inspector to allow this building to be placed at this location. Buildings lawfully existing at the time of annexation to the City may remain at their current location, although the use, size, and/or location does not conform to the provisions of the Municipal Code. As a result, this existing building (approximate size: 40' x 80' (3,200 square feet in area) is deemed to be a legal, nonconforming building due to its size and agricultural storage use of farming equipment and bales of hay per building permit #2020-116. The applicable provisions of Section 23-42 Nonconforming buildings, structures, uses and lots of the Municipal Code apply to this building. Prior to the issuance of building permit for a residential dwelling on Lot 24, the Inspections Division will ensure all applicable Municipal Code regulations are satisfied as it relates to location standards between a proposed residential dwelling and this existing building.

Comparison Between Final Plat and Preliminary Plat: The Final Plat is consistent with the Preliminary Plat layout in terms of the shape, size, and location of the lots.

Broadway Hills Estates Concept Plan: The lot and road layout shown on the Final Plat is generally consistent with Broadway Hills Estates Concept Master Plan dated April 21, 2020 which is on file with the City.

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

- Minimum lot area: Six thousand (6,000) square feet.
 - *The proposed lots range in size from 47,625 square feet (1.09 acres) to 354,635 square feet (8.14 acres). The average lot size for Lots 21-23 and 25-27 is 52,000 square feet (1.19 acres) with Lot 24 being the largest at 354,635 square feet (8.14 acres). All proposed lots satisfy this minimum requirement.*
 - *Phase 1 of the Broadway Hills Estates Development located to the south consisted of 20 single-family residential lots with an average size of 1.58 acres.*
- Minimum lot width: Fifty (50) feet.
 - *The lot width dimension for the proposed lots range from 80 feet to 217 feet wide. All proposed lots satisfy this minimum requirement.*

- Minimum front, side, and rear yard setbacks (principal uses): Twenty (20) foot front yard [twenty-five (25) foot minimum on arterial street (French Road)], Six (6) foot side yard, and Twenty-five (25) foot rear yard.
 - *Required setbacks for buildings and structures will be reviewed through the building permit review process.*
- Maximum building height: Thirty-five (35) feet.
 - *This will be reviewed through the building permit review process.*
- Maximum lot coverage: Fifty percent (50%).
 - *This will be reviewed through the building permit review process.*

Compliance with the Appleton Subdivision Regulations:

- On April 7, 2021, the Common Council granted relief at the Preliminary Plat approval stage for the following regulation: 1) The two (2) length to one (1) width ratio, per Section 17-26(g) of the Municipal Code for Lots 23 and 24.
- Fritz Court is 500 feet in length, which satisfies Section 17-25(g) of the Subdivision Ordinance.

Access and Traffic: Vehicular access to the subject lots is provided by North French Road, which connects to proposed Fritz Court.

Surrounding Zoning Classification and Land Uses:

North: Town of Freedom. The adjacent land use to the north is currently residential and agricultural land.

South: City of Appleton - R-1B Single-Family District. The adjacent land use to the south is currently being developed as single-family residential (Broadway Hills Estates).

East: Town of Freedom. The adjacent land uses to the east are currently a mix of single-family residential and agricultural uses.

West: City of Appleton - AG Agricultural District. City of Appleton sanitary sewer and water easement parcel.

Appleton Comprehensive Plan 2010-2030: The City of Appleton 2010-2030 Comprehensive Plan Map identifies the subject area as future One/Two-Family residential. This proposal is consistent with the following goals and objectives of the *Comprehensive Plan 2010-2030*.

Final Plat – 1st Addition to Broadway Hills Estates
May 26, 2021
Page 4

Goal 1 – Community Growth

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

OBJECTIVE 5.3 Housing and Neighborhoods:

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

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

OBJECTIVE 10.1 Land Use:

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

Parks and Open Space: Section 17-29 of the Municipal Code requires parkland dedication or fee in lieu of dedication for residential subdivisions. Since no parkland will be dedicated on the subject property, park fees will be due prior to the City signing the Final Plat. For lots zoned R-1B Single-Family District, park fees are \$300 per lot for a total of \$2,100.

Technical Review Group (TRG) Report: This item appeared on the May 4, 2021 TRG Agenda. No negative comments were received from participating departments. The Final Plat was filed with the City Clerk on May 11, 2021.

Review and Decision by Plan Commission: The Plan Commission shall, within 30 days of the date of the filing of Final Plat with the City Clerk, recommend approval, conditional approval or denial of the plat to the Common Council, unless time is extended by agreement in writing between the City and Owner.

Review and Decision by Common Council: The Common Council shall, after receipt of the Plan Commission recommendation and within 60 days of the date of the filing of Final Plat with the City Clerk, approve, approve with conditions or deny the plat, unless time is extended by agreement in writing between the City and Owner.

RECOMMENDATION

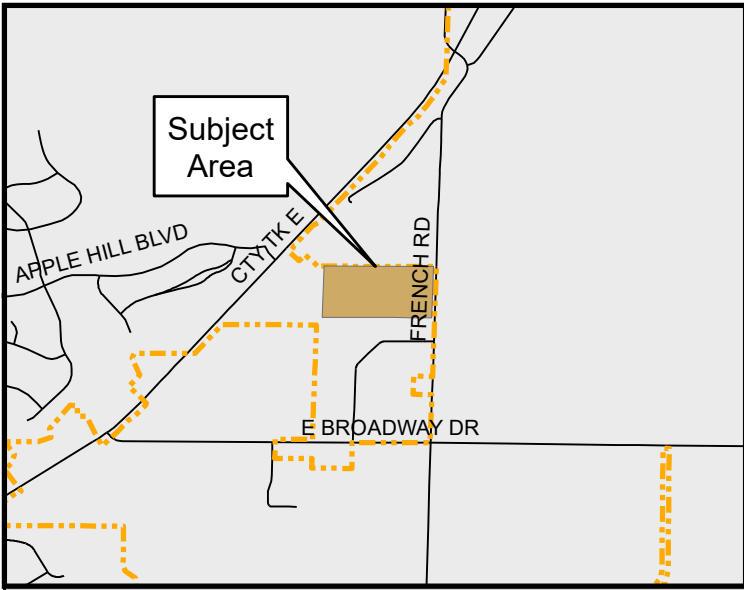
Staff recommends, based upon the above analysis, the 1st Addition to Broadway Hill Estates Final Plat, as shown on the attached maps, **BE APPROVED** subject to the following conditions:

1. A Development Agreement is required between the City and applicant that identifies the duties and responsibilities with respect to development of the subject land.
2. All requirements from the City of Appleton Department of Public Works, Engineering Division shall be met to the satisfaction of the City Engineer prior to the City affixing signatures on the Final Plat.

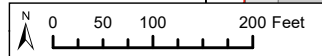
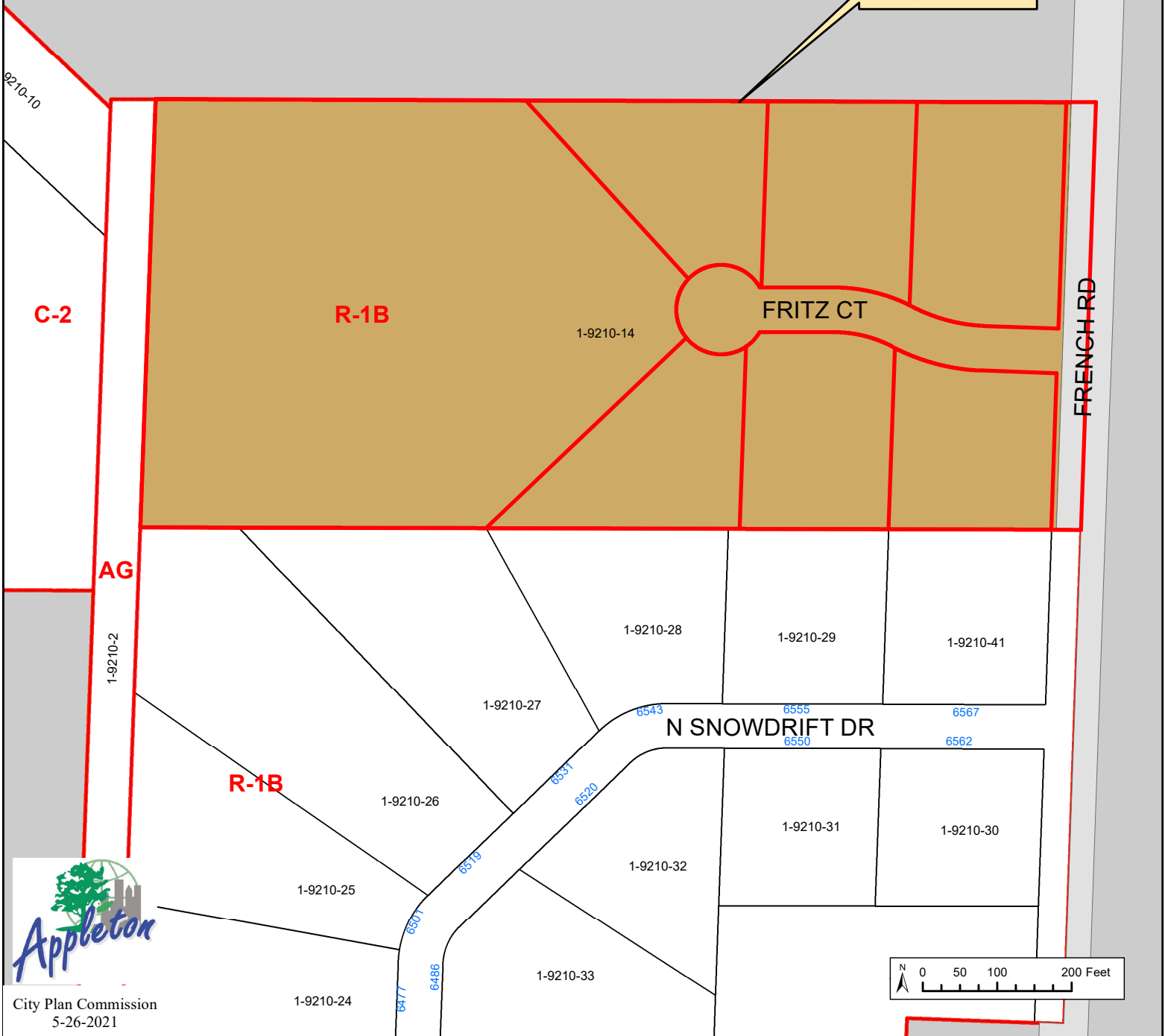
Final Plat – 1st Addition to Broadway Hills Estates
May 26, 2021
Page 5

3. The following street within the Final Plat is to be classified as follows:
 - a. Fritz Court: Local Street
4. Show and label a 50-foot Wetland Protective Area Setback associated with the wetland at the rear of Lot 24.
5. Prior to City signatures being affixed to the Final Plat, park fees shall be paid to the City of Appleton Finance Department pursuant to Section 17-29 of the Municipal Code. For lots zoned R-1B Single-Family District, park fees are \$300 per lot for a total of \$2,100.
6. The Final Plat shall be recorded within 12 months from the approval date of the last approving authority and within 36 months from the approval date of the first approving authority. Failure to do so requires the subdivider to recommence the entire procedure for Final Plat approval.

Final Plat
First Addition to Broadway Hills Estates
Zoning Map

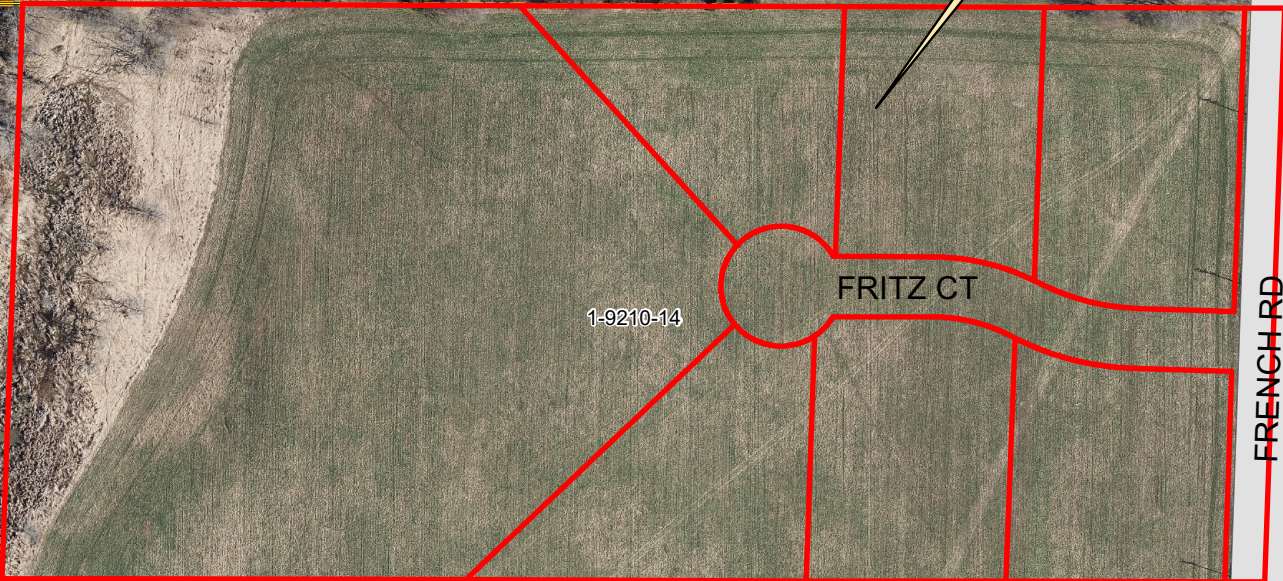


Subject Area

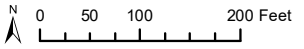


Final Plat
First Addition to Broadway Hills Estates
Aerial Map

Subject Area

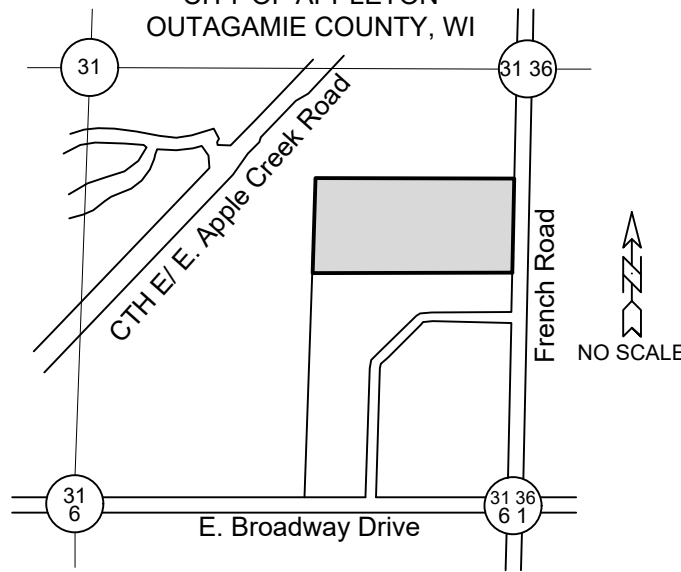


City Plan Commission
5-26-2021



LOCATION MAP

SE1/4 SEC 31, T 22 N, R 18 E,
CITY OF APPLETON
OUTAGAMIE COUNTY, WI



First Addition to Broadway Hills Estates

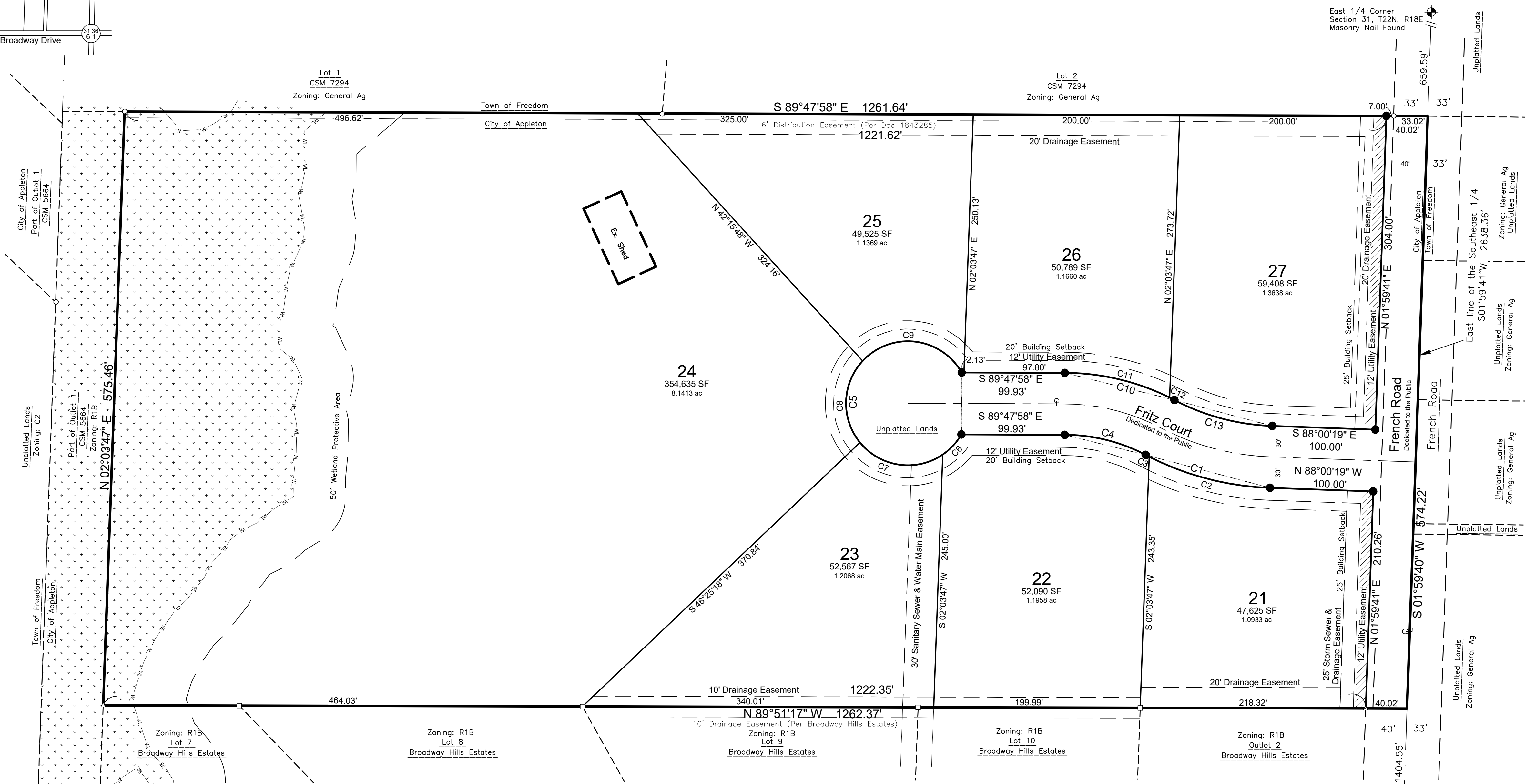
Part of the Northeast 1/4 of the Southeast 1/4 of Section 31,
Township 22 North, Range 18 East, City of Appleton, Outagamie County, Wisconsin

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

Certified _____, 20____



Department of Administration



Wetland Protected Area:

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

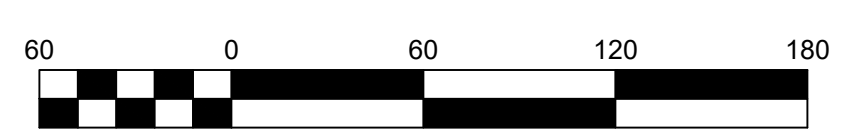
(3) The following requirements shall be met:

- a. Impervious surfaces shall be kept out of the protective area entirely or [as may be approved by the City of Appleton] to the maximum extent practicable.
- b. Where land disturbing construction activity occurs within a protective area, and where no impervious surface is present, adequate sod or self-sustaining native vegetative cover of seventy percent (70%) or greater shall be established and maintained. The self-sustaining vegetative cover shall be sufficient to provide for bank stability, maintenance of fish habitat and filtering of pollutants from upslope overland flow areas under sheet flow conditions. (Subject to the issuance of all applicable permit), nonvegetative materials, such as rock riprap, may be employed on the bank as necessary to prevent erosion, such as on steep slopes or where high velocity flows occur.
- c. Best management practices such as filter strips, treatment swales, or wet detention basins, that are designed to control pollutants from nonpoint sources may be located in the protective area.
- (5) Protective areas do not apply to:
 - d. Post-construction sites from which runoff does not enter the surface water, including wetlands, without first being treated by a [Stormwater Management Practice that has been approved by the City of Appleton], except to the extent that vegetative ground cover is necessary to maintain bank stability.

Access Restriction Note:

As owners, we hereby restrict Lot 21 and Lot 27 in that no owner, possessor, user, nor licensee, nor other person shall have any right of direct vehicular ingress or egress with French Road, as shown on the plat; it being expressly intended that this restriction shall constitute a restriction for the benefit of the public according to Section 236.293, Wisconsin State Statutes, and shall be enforceable by the City of Appleton.

CURVE TABLE						
Curve	Radius	Chord Direction	Chord Length	Arc Length	Central Angle	Tangent Bearing-in / Tangent Bearing-out
C1	280.00'	N 75°09'18" W	124.55'	125.60'	25°42'03"	N 88°00'19" W / N 62°18'17" W
C2	280.00'	S 75°33'09" E	120.76'	121.71'	24°54'21"	S 88°00'19" E / S 63°05'59" E
C3	280.00'	S 62°42'08" E	3.89'	3.89'	0°47'42"	S 63°05'59" E / S 62°18'17" E
C4	170.00'	S 76°03'07" E	80.80'	81.58'	27°29'41"	N 89°47'58" W / N 62°18'17" W
C5	60.00'	N 00°12'02" E	60.00'	314.16'	300°00'00"	S 30°12'02" W / S 29°47'58" E
C6	60.00'	S 43°00'11" W	26.59'	26.81'	25°36'18"	S 30°12'02" W / S 55°48'20" W
C7	60.00'	N 81°43'37" W	81.02'	88.94'	84°56'05"	S 55°48'20" W / N 39°15'35" W
C8	60.00'	N 01°56'09" E	79.04'	86.28'	82°23'27"	N 39°15'35" W / N 43°07'52" E
C9	60.00'	S 83°20'03" E	96.51'	112.12'	107°04'10"	N 43°07'52" E / S 29°47'58" E
C10	230.00'	S 76°03'07" E	109.32'	110.37'	27°29'41"	S 89°47'58" E / S 62°18'17" E
C11	230.00'	S 76°42'53" E	104.14'	105.05'	26°10'09"	S 89°47'58" E / S 63°37'49" E
C12	230.00'	S 62°58'03" E	5.32'	5.32'	1°19'32"	S 63°37'49" E / S 62°18'17" E
C13	220.00'	S 75°09'18" E	97.86'	98.68'	25°42'03"	S 62°18'17" E / S 88°00'19" E



Bearings are referenced to the East line of the Southeast 1/4, Section 31, T22N, R18E, assumed to bear S01°59'40"W, base on the Outagamie County Coordinate System.

Southeast Corner Section 31, T22N, R18E
Masonry Nail Found

File: 6405Final.dwg
Date: 05/13/2021
Drafted By: jim
Sheet: 1 of 2
Revision Date: May 13, 2021

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

James R. Sehloff, Professional Land Surveyor 2692 Date _____

First Addition to Broadway Hills Estates

Part of the Northeast 1/4 of the Southeast 1/4 of Section 31,
Township 22 North, Range 18 East, City of Appleton, Outagamie County, Wisconsin

Surveyor's Certificate

I, James R. Sehloff, Professional land surveyor, hereby certify: That in full compliance with the provisions of Chapter 236 of the Wisconsin Statutes and the subdivision regulations of the City of Appleton, and under the direction of North Appleton Properties, LLC, owners of said land, I have surveyed divided and mapped First Addition to Broadway Hills Estates; that such plat correctly represents all exterior boundaries and the subdivision of the land surveyed; and that this land is located in part of the Northeast 1/4 of the Southeast 1/4 of Section 31, Township 22 North, Range 18 East, City of Appleton, Outagamie County, Wisconsin, containing 725.074 Square Feet (16.6454 Acres) of land described as follows:

Commencing at the East 1/4 corner of Section 31; thence, along the East line of the Southeast 1/4 of said Section 31, S01°59'40"W, 659.59 feet to the point of beginning; thence, continuing along said East line, S01°59'40"W, 574.22 feet to the Northeast corner of Broadway Hills Estates; thence, along the North line of said Broadway Hills Estates, N89°51'17"W, 1262.37 feet to the East line of Outlot 1, Certified Survey Map, 5664; thence, along said East line, N02°03'47"E, 575.46 feet to the South line of Certified Survey Map 7294; thence, along said South line, S89°47'58"E, 1261.64 feet to the point of beginning, subject to all easements, and restrictions of record.

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

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

Owner's Certificate

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

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

City of Appleton
Department of Administration

Dated this ____ day of _____, 20 ____.

Gregory Gauerke, Member Date

State of Wisconsin)

County) ss

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

My Commission Expires _____

Notary Public, Wisconsin

Utility Easement Provisions

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

North Appleton Properties, LLC, Grantor, to:

Wisconsin Electric Power Company and Wisconsin Gas, LLC, Wisconsin corporations doing business as We Energies, Grantee,
SBC, Grantee,
and
Time Warner Entertainment Company, L.P., Grantee

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

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

North Appleton Properties, LLC

Gregory Gauerke, Member Date

Drainage, Water Main and Storm Sewer Easement Provisions

An easement for Drainage, Sanitary Sewer, Water Main and Storm Sewer Easement Provisions is hereby granted by:

North Appleton Properties, LLC, Grantor, to:

THE CITY OF APPLETON, Grantee,

1. Purpose: The purpose of this easement is for the Grantee to access, install, regrade, replace, relocate, operate, maintain, resize and repair Drainage, Sanitary Sewer, Water Main and Storm Sewer Easement and associated appurtenances. Grantee does hereby agree to compensate Grantor fully for any damage caused directly or indirectly from said maintenance, repair, replacement or relocation of Drainage, Sanitary Sewer, Water Main and Storm Sewer and associated appurtenances that occur outside of the easement area. Trees, bushes, branches and roots may be trimmed or removed so as not to interfere with grantee's use of the easement area.
2. Access: Grantee or its agents shall have the right to enter the grantor's land for the purpose of exercising its rights in the easement area.
3. Buildings or Other Structures: Buildings or any other type of structure shall not be placed over Grantees' facilities or in, upon or over the property within the lines marked "Drainage, Sanitary Sewer & Water Main or Storm Sewer Easement".
4. Elevation: The grantor agrees that the elevation of the existing ground surface within the easement area will not be altered without the written consent of grantee.
5. Restoration: Grantee agrees that it will restore subsurface materials on grantor's land, as nearly as is reasonably possible, to the prior existing condition when conducting all future maintenance, resizing or repair activities. Grantor shall be responsible for all surface restoration. Grantee shall not be required to restore or compensate for any improvements or improved surfaces such as, but not limited to, curb and gutter, hard pavements, sidewalks, structures, trees, shrubs and landscaping, disturbed as a result of the maintenance activities described herein.
6. Notification: Grantee agrees that it shall give timely notice to the Grantor of routine maintenance work. Grantee and Grantor agree to cooperate in good faith to minimize interference or disruption to the normal facility operations. Grantee shall provide advance notice to Grantor (except in emergency situations, in which event notice shall be provided as soon as is practical) of any activity with a reasonable likelihood of interfering or disrupting the operation Grantor's facility, and to conduct such activities at mutually agreeable times.
7. Drainage easements are conveyance paths for storm water. The placement of fill in a drainage easement, which interferes with the flow or changes to the shape of the drainage easement by the lot owner or his agent, is prohibited. Upon failure of lot owner's to maintain said drainage ways and easements as designed, the City of Appleton retains the right to perform maintenance and or repairs. The payment of said maintenance and or repairs shall be equally assessed to the adjacent lot owners.

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

North Appleton Properties, LLC

Gregory Gauerke, Member Date

City of Appleton Approval

Resolved, that the plat of First Addition to Broadway Hills Estates, in the City of Appleton, Outagamie County, North Appleton Properties, LLC, owners, is hereby approved by the Common Council of the City of Appleton.

Jacob A. Woodford, Mayor Date

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

Kami Lynch, Clerk Date

Treasurer's Certificate

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

City Treasurer Date


County Treasurer

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

The property owner of record: North Appleton Properties, LLC	Recording Information: Doc No. 2191480	Parcel Number(s): 31-1-9210-14
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There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20 ____

Department of Administration 

File: 6405Final.dwg
Date: 04/26/2021
Drafted By: jim
Sheet: 2 of 2
Revision Date: Apr 26, 2021

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

RESOLUTION #8-R-21

Resolution expressing support for the Knowles-Nelson Stewardship Program

May 19, 2021

Submitted By: Alderperson Schultz – District 9, Alderperson Fenton – District 6, Alderperson Meltzer – District 2, Alderperson Prohaska – District 14, Alderperson Wolff – District 12, Alderperson Smith – District 10, Alderperson Thao- District 7

Referred To: Parks & Recreation Committee

WHEREAS; the Wisconsin Legislature created the Knowles-Nelson Stewardship Program in 1989 to preserve valuable natural areas and wildlife habitat, protect water quality and fisheries, and expand opportunities for outdoor recreation, and;

WHEREAS; the Knowles-Nelson Stewardship Program is set to expire in 2022, a matching funds program that has supported land acquisition and capital development by the Wisconsin Department of Natural Resources (WDNR), local governments, and nonprofit conservation organizations to preserve valuable natural areas, wildlife habitat, water quality and outdoor recreation for public benefit around the state, and;

WHEREAS; the Fox Cities region has benefited tremendously from KNSP, a vital funding component in the implementation of 170 land conservation and recreation projects totaling \$18 million dollars in economic benefit which have expanded recreational opportunities and access to the Fox River Corridor's natural infrastructure contributing greatly to the quality-of-life enjoyed in the Fox Cities, and;

WHEREAS; the City of Appleton has been awarded Stewardship funds in the recent past to support the Lawe Street Trestle improvement project which opened in the fall of 2020 to significant public use and praise, and currently has scheduled a number of key Fox River crossing projects to complete the contiguous network of trails along the Hydrologic Heritage Trailway, driven by the City's Trails Master Plan which, in the absence of essential KNSP matching philanthropic funds, will be dramatically hampered and significantly delayed, and;

WHEREAS; demand for outdoor recreation opportunities continues to grow, especially in the current era of COVID which is seeing trail use increase one-hundredfold, with trail improvements consistently ranked as the most desired and needed amenity of Appleton residents, and these needs that can be meet with the KNSP's minimal burden on the taxpayer, roughly \$20 annually which returns a maximum benefit to the community through land conservation, recreational infrastructure and economic growth,

NOW THEREFORE, BE IT RESOLVED, that the City of Appleton acknowledges and considers the Knowles- Nelson Stewardship Program a valuable tool to preserve and restore natural areas, wildlife habitat, and water quality while supporting the development of public nature-based outdoor recreation opportunities that promote economic development and enhance quality of life, and

BE IT FURTHER RESOLVED, that the City of Appleton supports the reauthorization of the Knowles-Nelson Stewardship Program for ten years and consideration of the proposal in Governor Evers budget request of \$70 million per year, and

BE IT FINALLY RESOLVED, that the City of Appleton Clerk be directed to forward a copy of this resolution to members of the Senate Joint Finance Committee, State Representatives of the Fox Cities, Governor Evers and the Wisconsin Department of Natural Resources Secretary, 101 S. Webster Street, Madison, WI 53702.

Attachments:

KNSP Fox Valley Investments

KNSP Fox Valley Investments – Loop the Little Lake

KNSP Fox Valley Investments – Nelson Family Heritage Crossing

Knowles-Nelson Fox Valley Investments

Loop the Little Lake



The \$3.5 million **Loop the Little Lake Trail** project built upon the popularity of the trestle trail between Menasha and what is now the Village of Fox Crossing. The 3.5-mile Little Lake Loop connects the trestle to Herb and Dolly Smith Park, the Neenah Slough, Neenah's future 30-acre Arrowhead Park and the Neenah and Menasha downtowns. The funding request came before the Joint Finance Committee in 2015 with freezing spending for Knowles-Nelson on the same agenda. Stewardship money was deemed so important to the trail that senators scheduled a separate vote to approve \$1.6 million to pay for two pedestrian bridges needed to complete the loop.

MUNICIPAL SUPPORT:

- \$325,000 City of Neenah
- \$325,000 City of Menasha.

BUSINESS SUPPORT:

- \$600,000 from Pheifer Brothers Construction Co. Inc.
- \$200,000 Community First Credit Union
- \$100,000 Fox Cities Convention and Visitor Bureau Tourism Development Grant
- \$35,000 Fox Cities Marathon.
- \$6,300 Fox Cities Convention and Visitor Bureau way-finding signage

PHILANTHROPIC SUPPORT:

- \$1.1 million in private donations collected by Future Neenah Inc.
- \$150,000 from the Community Foundation's Frank Shattuck Community Fund.
- \$11,000 from other donor funds within the Community Foundation.
- \$450,000 previous grant from Alice Jean Smith through her Community Foundation fund.

Knowles-Nelson Fox Valley investments

Nelson Family Heritage Crossing



The **David and Rita Nelson Family Heritage Crossing** joins Little Chute and Kaukauna in a new way – by their trail networks. The \$3.3 million, 1,200-foot pedestrian and bicycle bridge spans from Heesakker Park to an abandoned railroad bed connected to downtown Kaukauna. The project also brings together a great variety of financial support. Extensive fundraising brought in more than \$100,000 from individual donors, ignited by a combination of \$650,000 from the Community Foundation’s David L. and Rita E. Nelson Family Fund and \$1 million from Knowles-Nelson.

MUNICIPAL SUPPORT:

- \$328,000 City of Kaukauna
- \$328,000 Village of Little Chute
- \$600,000 Outagamie County Greenways Committee

OTHER GOVERNMENT SUPPORT:

- \$483,000 National Park Service
- \$14,000 Federal Recreation Trails Program

BUSINESS SUPPORT:

- \$250,000 Fox Cities Convention and Visitor Bureau Tourism Development Grant
- \$100,000 Unison Credit Union
- \$20,000 Great Wisconsin Cheese Festival

PHILANTHROPIC SUPPORT:

- \$650,000 from the Community Foundation’s David L. and Rita E. Nelson Family Fund.
- \$85,000 Hoffman Family, Little Chute
- \$100,000+ individual donations

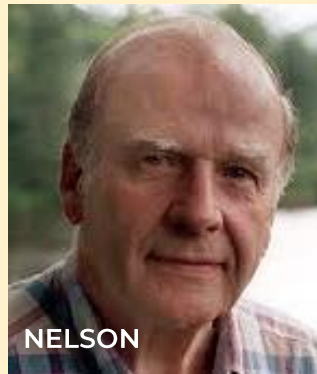
Knowles-Nelson Stewardship Program

Fox Valley Investments

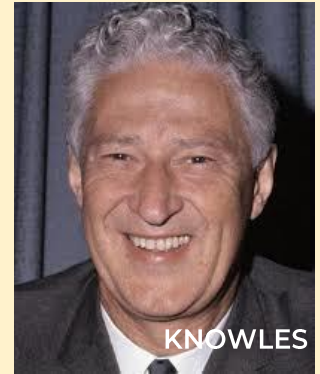
Wisconsin's Knowles-Nelson Stewardship Program has been an important contributor to key land conservation and outdoor recreation projects in the Fox Valley region. The state grant program has awarded 148 grants to projects in the Fox Valley region totaling \$18.4 million.

Legislation creating the fund in 1989 authorized it for 10 years, with 10-year renewals in 1999 and 2009. It was named for Republican Gov. Warren Knowles and Democrat Gov. and U.S. Sen. Gaylord Nelson in 1993. Funding for Knowles-Nelson has ranged from \$23 million to \$86 million annually. The current funding is \$33 million per year, expiring in 2022.

In recent years, Fox Cities recreation trails have seen heavy use. With COVID limiting recreation choices, some locations report trail use up 100% or more. Fox Cities municipalities have already planned \$20.4 million in new trails through 2023. They are left wondering if the state will keep pace. The Community Foundation for the Fox Valley Region has partnered with the land trust umbrella agency Gathering Waters, along with other foundations and more than 50 environmental and conservation groups, to encourage the Legislature to return to adequate 10-year funding.



NELSON



KNOWLES

KNOWLES-NELSON LOCAL GRANTS

- Smalley Park, Shawano, \$218,100
- Newton Blackmour Trail, New London to Seymour, \$212,875.
- Herb & Dolly Smith Park, Neenah, \$197,600
- Upper Wanick Park, Sherwood, \$143,000
- Heckrodt addition, \$69,548
- Wiouwash Trail head, Clayton, \$30,000
- Ball diamond lighting, Navarino, \$19,000
- Miller Park, Hortonville, \$10,750
- Sunset Park overlook, Kimberly, \$12,000
- Kiwanis Park, New Holstein, \$6,450
- Picnic Shelter, Vendenbroek, \$6,000

Knowles-Nelson Support for the Fox Valley

County	# Grants	KNSP Grant
Calumet	17	\$ 1,080,968
Outagamie	53	\$ 3,641,194
Shawano	25	\$ 1,530,262
Waupaca	31	\$ 2,512,293
Winnebago	62	\$ 9,676,832

CITY OF APPLETON
Department of Public Works
MEMORANDUM

TO: Finance Committee
 Municipal Services Committee
 Utilities Committee

SUBJECT: Award of Contract

The Department of Public Works recommends that the following described work:
Unit E-21 Miscellaneous Concrete & Street Excavation Repair

Be awarded to:

Name: Fischer-Ulman Construction, Inc.
Address: 915 S. Midpark Drive
Appleton, WI 54915

In the amount of : \$532,500.00
With a 6.2 % contingency of : \$33,000.00
For a project total not to exceed : \$565,500.00

**** OR ****

In an amount Not To Exceed : _____

Budget: \$565,500.00
Estimate: \$536,192.00
Committee Date: 05/24/21
Council Date: 06/02/21

Bid Tabulation**E-21 Misc Concrete & Street Excavation Repairs**

05/17/2021 01:45 PM CDT

Bid Item	Item Description	Quantity	Unit	Fischer-Ulman Construction		Al Dix Concrete Inc	
				Unit Price	Extension	Unit Price	Extension
1	Furnish & Install High Early Concrete, 1 Day	20	cu.yds.	\$22.00	\$440.00	\$20.00	\$400.00
2	Furnish & Install High Early Concrete, 3 Day	300	cu.yds.	\$18.00	\$5,400.00	\$18.00	\$5,400.00
3	Furnish & Install 9" Plain Concrete Pavement	50	sq.yds.	\$95.00	\$4,750.00	\$65.00	\$3,250.00
4	Furnish & Install 8" Plain Concrete Pavement	1550	sq.yds.	\$58.00	\$89,900.00	\$60.00	\$93,000.00
5	Furnish & Install 7" Plain Concrete Pavement	2300	sq.yds.	\$55.00	\$126,500.00	\$55.00	\$126,500.00
6	Furnish & Install 3" Asphalt Pavement	100	sq.yds.	\$62.00	\$6,200.00	\$60.00	\$6,000.00
7	Unclassified Excavation	50	cu.yds.	\$18.00	\$900.00	\$20.00	\$1,000.00
8	Furnish & Install Stone Base	550	ton	\$17.00	\$9,350.00	\$15.00	\$8,250.00
9	Furnish & Place Aggregate Slurry	10	cu.yds.	\$90.00	\$900.00	\$100.00	\$1,000.00
10	Furnish & Install 18" Curb & Gutter	100	lin.ft.	\$35.00	\$3,500.00	\$32.00	\$3,200.00
11	Furnish & Install Curb Head (12")	200	lin.ft.	\$35.00	\$7,000.00	\$30.00	\$6,000.00
12	Furnish & Install 30" Curb & Gutter	250	lin.ft.	\$42.00	\$10,500.00	\$35.00	\$8,750.00
13	Furnish & Install Special Curb	50	lin.ft.	\$32.00	\$1,600.00	\$35.00	\$1,750.00
14	Furnish & Install 8" Driveway Apron	150	sq.ft.	\$6.20	\$930.00	\$6.00	\$900.00
15	Furnish & Install 7" Driveway Apron	500	sq.ft.	\$6.00	\$3,000.00	\$5.85	\$2,925.00
16	Furnish & Install 5" Driveway Apron	5000	sq.ft.	\$5.50	\$27,500.00	\$5.50	\$27,500.00
17	Furnish & Install 8" Concrete Sidewalk	100	sq.ft.	\$6.20	\$620.00	\$6.00	\$600.00
18	Furnish & Install 7" Concrete Sidewalk	500	sq.ft.	\$6.00	\$3,000.00	\$5.85	\$2,925.00
19	Furnish & Install 5" Concrete Sidewalk	2000	sq.ft.	\$5.50	\$11,000.00	\$5.50	\$11,000.00
20	Furnish & Install 4" Concrete Sidewalk	5000	sq.ft.	\$4.95	\$24,750.00	\$5.00	\$25,000.00
21	Furnish & Install 7" Handicap Ramp	1600	sq.ft.	\$6.00	\$9,600.00	\$5.75	\$9,200.00
22	Furnish & Install Truncated Dome	250	sq.ft.	\$32.00	\$8,000.00	\$34.00	\$8,500.00
23	Concrete Pavement Removal	4500	sq.yd.	\$3.50	\$15,750.00	\$4.00	\$18,000.00
24	Asphalt Pavement Removal	150	sq.yd.	\$3.50	\$525.00	\$4.00	\$600.00
25	Curb & Gutter Removal	275	lin.ft.	\$4.00	\$1,100.00	\$5.00	\$1,375.00
26	Curb Removal	625	lin.ft.	\$3.50	\$2,187.50	\$5.00	\$3,125.00
27	Asphalt/Concrete Driveway Apron Removal	5600	sq.ft.	\$1.35	\$7,560.00	\$1.50	\$8,400.00
28	Asphalt/Concrete Handicap Ramp Removal	1600	sq.ft.	\$1.35	\$2,160.00	\$1.55	\$2,480.00
29	Asphalt/Concrete Sidewalk Removal	7600	sq.ft.	\$1.35	\$10,260.00	\$1.50	\$11,400.00
30	Full Depth Sawcut	8500	lin.ft.	\$2.80	\$23,800.00	\$4.00	\$34,000.00

Bid Tabulation

E-21 Misc Concrete & Street Excavation Repairs

05/17/2021 01:45 PM CDT

Bid Item	Item Description	Quantity	Unit	Fischer-Ulman Construction		Al Dix Concrete Inc	
				Unit Price	Extension	Unit Price	Extension
31	Furnish & Install Drilled-In Tie Bars - #3x12"	50	ea.	\$6.00	\$300.00	\$5.00	\$250.00
32	Furnish & Install Reinforcing Rod #4's	50	lin.ft.	\$1.50	\$75.00	\$1.50	\$75.00
33	Furnish & Install Drilled-In Tie Bars - #6x12"	3500	ea.	\$7.50	\$26,250.00	\$8.00	\$28,000.00
34	Furnish & Install Smooth Dowels - #8x18"	200	ea.	\$12.00	\$2,400.00	\$13.00	\$2,600.00
35	Furnish & Install Dowel Basket Assembly	40	lin.ft.	\$19.00	\$760.00	\$20.00	\$800.00
36	Furnish Terrace Restoration	50	sq.yds.	\$10.00	\$500.00	\$8.00	\$400.00
37	Adjust Storm maintenance hole Casting	4	ea.	\$300.00	\$1,200.00	\$325.00	\$1,300.00
38	Adjust Storm Inlet Casting	5	ea.	\$300.00	\$1,500.00	\$325.00	\$1,625.00
39	Adjust Sanitary MH Casting	4	ea.	\$325.00	\$1,300.00	\$325.00	\$1,300.00
40	Furnish & Install Storm maintenance hole Casting	1	ea.	\$650.00	\$650.00	\$650.00	\$650.00
41	Furnish & Install "C" Inlet Casting	2	ea.	\$650.00	\$1,300.00	\$700.00	\$1,400.00
42	Furnish & Install "E" Inlet Casting	2	ea.	\$700.00	\$1,400.00	\$750.00	\$1,500.00
43	Furnish & Install Sanitary maintenance hole Casting	2	ea.	\$675.00	\$1,350.00	\$700.00	\$1,400.00
44	Rebuild Inlet	2	ea.	\$2,600.00	\$5,200.00	\$3,000.00	\$6,000.00
45	Furnish & Install 10", 12" Inlet Lead	30	lin.ft.	\$135.00	\$4,050.00	\$90.00	\$2,700.00
46	Furnish & Install Type "D-HR" Inlet Protection	20	ea.	\$60.00	\$1,200.00	\$75.00	\$1,500.00
47	Furnish & Maintain Traffic Controls for Arterial/Collector Work in Travel Lane (pp.25 TTC)	4	ea.	\$750.00	\$3,000.00	\$800.00	\$3,200.00
48	Furnish & Maintain Traffic Controls for Arterial/Collector Half Road Closure (PP.26 TTC)	6	ea.	\$950.00	\$5,700.00	\$1,000.00	\$6,000.00
49	Furnish Traffic Control for Detour of Arterial/Collector (pp.29 TTC)	4	ea.	\$2,000.00	\$8,000.00	\$2,100.00	\$8,400.00
50	Furnish & Maintain Message Board	40	day	\$100.00	\$4,000.00	\$110.00	\$4,400.00
				\$488,817.50		\$505,930.00	

CITY OF APPLETON
Department of Public Works
MEMORANDUM

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

SUBJECT: Award of Contract

The Department of Public Works recommends that the following described work:
Unit L-21 Rebid Sewer and Water Construction - Lightning and Edgewood

Be awarded to:

Name: Feaker and Sons Co., Inc
Address: P.O. Box 5817
De Pere, WI 54115

In the amount of : \$1,004,463.50

With a 5.0 % contingency of : \$50,000.00

For a project total not to exceed : \$1,054,463.50

**** OR ****

In an amount Not To Exceed : _____

Budget: \$1,538,860.00
Estimate: \$1,000,000.00
Committee Date: 05/24/21
Council Date: 06/02/21

Bid Tabulation

L-21 Sewer & Water Lightning Drive and Edgewood Drive Re-bid

05/17/2021 01:45 PM CDT

Bid Item	Item Description	Quantity	Unit	Feaker & Sons Co Inc		PTS Contractors, Inc	
				Unit Price	Extension	Unit Price	Extension
1	Mobilization	1	LS	\$48,000.00	\$48,000.00	\$20,365.50	\$20,365.50
2	Traffic Control	1	LS	\$6,075.00	\$6,075.00	\$3,260.00	\$3,260.00
3	Furnish, Install, Maintain & Remove Erosion Control	1	LS	\$27,795.00	\$27,795.00	\$5,100.00	\$5,100.00
4	Furnish, Install, Maintain & Remove Inlet Protection Type D-M	8	EA	\$150.00	\$1,200.00	\$153.00	\$1,224.00
5	Furnish, Install, Maintain & Remove Trackout Control	4	EA	\$1,250.00	\$5,000.00	\$1,665.00	\$6,660.00
6	Furnish, Install, Maintain & Remove Ditch Check (12" Sediment Log)	120	LF	\$7.50	\$900.00	\$11.00	\$1,320.00
7	Furnish, Install, Maintain & Remove Silt Fence	1765	LF	\$2.50	\$4,412.50	\$2.50	\$4,412.50
8	24-inch CMP Culvert	20	LF	\$70.00	\$1,400.00	\$70.00	\$1,400.00
9	15-inch Sanitary Sewer (Trenchless in 30" Casing)	270	LF	\$700.00	\$189,000.00	\$760.00	\$205,200.00
10	15-inch Sanitary Sewer (Open Cut)	1360	LF	\$63.00	\$85,680.00	\$64.00	\$87,040.00
11	10-inch Sanitary Sewer	35	LF	\$53.00	\$1,855.00	\$86.00	\$3,010.00
12	Standard Sanitary Manhole	100	VF	\$225.00	\$22,500.00	\$276.00	\$27,600.00
13	Sanitary Manhole Casting	7	EA	\$400.00	\$2,800.00	\$834.00	\$5,838.00
14	Furnish & Install 16" Water Main	2400	LF	\$102.00	\$244,800.00	\$125.00	\$300,000.00
15	Furnish & Install 12" Water Main (Trenchless in 24" Casing)	266	LF	\$560.00	\$148,960.00	\$585.00	\$155,610.00
16	Furnish & Install 12" Water Main (Open Cut)	1400	LF	\$57.00	\$79,800.00	\$55.00	\$77,000.00
17	Furnish & Install 8" Water Main	15	LF	\$65.00	\$975.00	\$161.00	\$2,415.00
18	Furnish & Install 6" Hydrant Lead	111	LF	\$36.00	\$3,996.00	\$73.00	\$8,103.00
19	Furnish & Install Hydrant	8	EA	\$4,175.00	\$33,400.00	\$4,400.00	\$35,200.00
20	Furnish & Install Hydrant, 8-foot	3	EA	\$4,350.00	\$13,050.00	\$4,575.00	\$13,725.00
21	Furnish & Install 16" Gate Valve w/ Box	6	EA	\$7,715.00	\$46,290.00	\$7,710.00	\$46,260.00
22	Furnish & Install 12" Gate Valve w/ Box	4	EA	\$3,385.00	\$13,540.00	\$3,335.00	\$13,340.00
23	Furnish & Install 6" Gate Valve w/ Box	11	EA	\$1,480.00	\$16,280.00	\$1,350.00	\$14,850.00
24	Furnish & Install 16" 45-degree Bend	1	EA	\$1,860.00	\$1,860.00	\$1,825.00	\$1,825.00
25	Furnish & Install 12" 45-degree Bend	3	EA	\$1,015.00	\$3,045.00	\$884.00	\$2,652.00
26	Furnish & Install 12" 22.5-degree Bend	2	EA	\$925.00	\$1,850.00	\$795.00	\$1,590.00

\$1,004,463.50

\$1,045,000.00

Bid Tabulation**L-21 Sewer & Water Lightning Drive and Edgewood Drive Re-bid**

05/17/2021 01:45 PM CDT

Bid Item	Item Description	Quantity	Unit	DE GROOT, INC.		Dorner Inc.	
				Unit Price	Extension	Unit Price	Extension
1	Mobilization	1	LS	\$9,090.00	\$9,090.00	\$52,112.00	\$52,112.00
2	Traffic Control	1	LS	\$16,665.00	\$16,665.00	\$6,862.00	\$6,862.00
3	Furnish, Install, Maintain & Remove Erosion Control	1	LS	\$2,525.00	\$2,525.00	\$31,254.00	\$31,254.00
4	Furnish, Install, Maintain & Remove Inlet Protection Type D-M	8	EA	\$151.50	\$1,212.00	\$125.00	\$1,000.00
5	Furnish, Install, Maintain & Remove Trackout Control	4	EA	\$1,515.00	\$6,060.00	\$1,000.00	\$4,000.00
6	Furnish, Install, Maintain & Remove Ditch Check (12" Sediment Log)	120	LF	\$10.10	\$1,212.00	\$15.00	\$1,800.00
7	Furnish, Install, Maintain & Remove Silt Fence	1765	LF	\$2.53	\$4,465.45	\$2.50	\$4,412.50
8	24-inch CMP Culvert	20	LF	\$71.71	\$1,434.20	\$72.00	\$1,440.00
9	15-inch Sanitary Sewer (Trenchless in 30" Casing)	270	LF	\$860.89	\$232,440.30	\$765.00	\$206,550.00
10	15-inch Sanitary Sewer (Open Cut)	1360	LF	\$74.21	\$100,925.60	\$90.00	\$122,400.00
11	10-inch Sanitary Sewer	35	LF	\$58.67	\$2,053.45	\$55.00	\$1,925.00
12	Standard Sanitary Manhole	100	VF	\$226.88	\$22,688.00	\$300.00	\$30,000.00
13	Sanitary Manhole Casting	7	EA	\$360.57	\$2,523.99	\$703.00	\$4,921.00
14	Furnish & Install 16" Water Main	2400	LF	\$109.97	\$263,928.00	\$102.00	\$244,800.00
15	Furnish & Install 12" Water Main (Trenchless in 24" Casing)	266	LF	\$686.04	\$182,486.64	\$604.00	\$160,664.00
16	Furnish & Install 12" Water Main (Open Cut)	1400	LF	\$61.44	\$86,016.00	\$66.00	\$92,400.00
17	Furnish & Install 8" Water Main	15	LF	\$72.76	\$1,091.40	\$69.00	\$1,035.00
18	Furnish & Install 6" Hydrant Lead	111	LF	\$46.05	\$5,111.55	\$40.00	\$4,440.00
19	Furnish & Install Hydrant	8	EA	\$4,570.25	\$36,562.00	\$4,606.00	\$36,848.00
20	Furnish & Install Hydrant, 8-foot	3	EA	\$4,889.41	\$14,668.23	\$4,790.00	\$14,370.00
21	Furnish & Install 16" Gate Valve w/ Box	6	EA	\$8,046.34	\$48,278.04	\$8,245.00	\$49,470.00
22	Furnish & Install 12" Gate Valve w/ Box	4	EA	\$3,598.63	\$14,394.52	\$3,568.00	\$14,272.00
23	Furnish & Install 6" Gate Valve w/ Box	11	EA	\$1,597.82	\$17,576.02	\$1,460.00	\$16,060.00
24	Furnish & Install 16" 45-degree Bend	1	EA	\$2,157.36	\$2,157.36	\$1,916.00	\$1,916.00
25	Furnish & Install 12" 45-degree Bend	3	EA	\$1,201.90	\$3,605.70	\$977.00	\$2,931.00
26	Furnish & Install 12" 22.5-degree Bend	2	EA	\$1,111.00	\$2,222.00	\$879.00	\$1,758.00
				\$1,081,392.45		\$1,109,640.50	

Bid Tabulation**L-21 Sewer & Water Lightning Drive and Edgewood Drive Re-bid**

05/17/2021 01:45 PM CDT

Bid Item	Item Description	Quantity	Unit	Carl Bowers & Sons Const Co.	
				Unit Price	Extension
1	Mobilization	1	LS	\$35,000.00	\$35,000.00
2	Traffic Control	1	LS	\$6,000.00	\$6,000.00
3	Furnish, Install, Maintain & Remove Erosion Control	1	LS	\$0.01	\$0.01
4	Furnish, Install, Maintain & Remove Inlet Protection Type D-M	8	EA	\$80.00	\$640.00
5	Furnish, Install, Maintain & Remove Trackout Control	4	EA	\$500.00	\$2,000.00
6	Furnish, Install, Maintain & Remove Ditch Check (12" Sediment Log)	120	LF	\$10.00	\$1,200.00
7	Furnish, Install, Maintain & Remove Silt Fence	1765	LF	\$2.00	\$3,530.00
8	24-inch CMP Culvert	20	LF	\$56.00	\$1,120.00
9	15-inch Sanitary Sewer (Trenchless in 30" Casing)	270	LF	\$1,050.00	\$283,500.00
10	15-inch Sanitary Sewer (Open Cut)	1360	LF	\$80.00	\$108,800.00
11	10-inch Sanitary Sewer	35	LF	\$63.00	\$2,205.00
12	Standard Sanitary Manhole	100	VF	\$300.00	\$30,000.00
13	Sanitary Manhole Casting	7	EA	\$450.00	\$3,150.00
14	Furnish & Install 16" Water Main	2400	LF	\$135.00	\$324,000.00
15	Furnish & Install 12" Water Main (Trenchless in 24" Casing)	266	LF	\$900.00	\$239,400.00
16	Furnish & Install 12" Water Main (Open Cut)	1400	LF	\$68.00	\$95,200.00
17	Furnish & Install 8" Water Main	15	LF	\$68.00	\$1,020.00
18	Furnish & Install 6" Hydrant Lead	111	LF	\$75.00	\$8,325.00
19	Furnish & Install Hydrant	8	EA	\$4,700.00	\$37,600.00
20	Furnish & Install Hydrant, 8-foot	3	EA	\$4,900.00	\$14,700.00
21	Furnish & Install 16" Gate Valve w/ Box	6	EA	\$8,800.00	\$52,800.00
22	Furnish & Install 12" Gate Valve w/ Box	4	EA	\$3,600.00	\$14,400.00
23	Furnish & Install 6" Gate Valve w/ Box	11	EA	\$1,500.00	\$16,500.00
24	Furnish & Install 16" 45-degree Bend	1	EA	\$2,000.00	\$2,000.00
25	Furnish & Install 12" 45-degree Bend	3	EA	\$1,000.00	\$3,000.00
26	Furnish & Install 12" 22.5-degree Bend	2	EA	\$1,000.00	\$2,000.00

\$1,288,090.01

CITY OF APPLETON
Department of Public Works
MEMORANDUM

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

SUBJECT: Award of Contract

The Department of Public Works recommends that the following described work:
Unit Y-21 Sewer & Water Reconstruction #3

Be awarded to:

Name: Kruczek Construction Inc.
Address: 3636 Kewaunee Road
Green Bay, WI 54311

In the amount of : \$797,797.97
With a 7.5 % contingency of : \$60,073.30
For a project total not to exceed : \$857,871.27

**** OR ****

In an amount Not To Exceed : _____

Budget: \$1,121,665.00
Estimate: \$796,168.00
Committee Date: 05/24/21
Council Date: 06/02/21

Bid Tabulation

Y-21 Sewer & Water #3

05/10/2021 01:45 PM CDT

Bid Item	Item Description	Quantity	Unit	Kruczek Construction Inc.		PTS Contractors, Inc	
				Unit Price	Extension	Unit Price	Extension
1	Furnish & Install 12" Water Main	825	Lin. Ft.	\$118.00	\$97,350.00	\$130.00	\$107,250.00
2	Furnish & Install 8" Water Main	3350	Lin. Ft.	\$77.00	\$257,950.00	\$110.00	\$368,500.00
3	Furnish & Install 24" Steel Casing Pipe (Jack & Bore)	120	Lin. Ft.	\$376.00	\$45,120.00	\$520.00	\$62,400.00
4	Furnish & Install 6" Hydrant Lead	35	Lin. Ft.	\$243.50	\$8,522.50	\$250.00	\$8,750.00
5	Furnish & Install Hydrant	7	EA	\$4,700.00	\$32,900.00	\$4,435.00	\$31,045.00
6	Furnish & Install 12" Gate Valve with Box	4	EA	\$3,500.00	\$14,000.00	\$3,270.00	\$13,080.00
7	Furnish & Install 8" Gate Valve with Box	16	EA	\$2,000.00	\$32,000.00	\$1,865.00	\$29,840.00
8	Furnish & Install 6" Gate Valve with Box	9	EA	\$1,400.00	\$12,600.00	\$1,350.00	\$12,150.00
9	Furnish & Install 12" Bend	3	EA	\$1,050.00	\$3,150.00	\$888.00	\$2,664.00
10	Furnish & Install 8" Bend	20	EA	\$420.00	\$8,400.00	\$456.00	\$9,120.00
11	Furnish & Install 6" Bend	1	EA	\$307.00	\$307.00	\$360.00	\$360.00
12	Furnish & Install 1" Service	350	Lin. Ft.	\$175.00	\$61,250.00	\$150.00	\$52,500.00
13	Furnish & Install 2" Service	15	Lin. Ft.	\$189.00	\$2,835.00	\$240.00	\$3,600.00
14	Furnish & Install 6" Service	20	Lin. Ft.	\$188.00	\$3,760.00	\$177.00	\$3,540.00
15	Service Connection	41	EA	\$135.00	\$5,535.00	\$350.00	\$14,350.00
16	Furnish & Install Curb Box (Complete)	40	EA	\$645.00	\$25,800.00	\$812.00	\$32,480.00
17	Reconnect Sanitary Lateral	5	EA	\$375.00	\$1,875.00	\$675.00	\$3,375.00
18	Furnish & Install 4"-6" Sanitary Lateral	200	Lin. Ft.	\$144.00	\$28,800.00	\$174.00	\$34,800.00
19	Furnish & Install 12" Storm Sewer	15	Lin. Ft.	\$99.00	\$1,485.00	\$119.00	\$1,785.00
20	Remove & Replace 8" Concrete Pavement	190	Sq. Yds.	\$75.75	\$14,392.50	\$95.00	\$18,050.00
21	Remove & Replace 8" 3-Day H.E. Concrete Pavement	150	Sq. Yds.	\$79.50	\$11,925.00	\$91.00	\$13,650.00
22	Remove & Replace Concrete 4" or 5" Sidewalk	2350	Sq. Ft.	\$6.60	\$15,510.00	\$6.30	\$14,805.00
23	Remove & Replace Concrete 7" Sidewalk	525	Sq. Ft.	\$7.20	\$3,780.00	\$6.80	\$3,570.00
24	Remove & Replace Concrete 5" Apron	1675	Sq. Ft.	\$6.60	\$11,055.00	\$6.40	\$10,720.00
25	Remove & Replace Concrete 7" Apron	850	Sq. Ft.	\$7.20	\$6,120.00	\$6.80	\$5,780.00
26	Remove & Replace HMA 3" Apron	1775	Sq. Ft.	\$5.10	\$9,052.50	\$5.20	\$9,230.00
27	Furnish & Paint Pavement Marking (Yellow Paint)(4")	40	Lin. Ft.	\$5.10	\$204.00	\$5.20	\$208.00
28	Furnish & Paint Pavement Marking (White Paint)(4")	250	Lin. Ft.	\$1.00	\$250.00	\$1.00	\$250.00
29	Furnish & Paint Pavement Marking Crosswalk (6")	80	Lin. Ft.	\$3.80	\$304.00	\$3.60	\$288.00
30	Furnish & Install Type "D-M" Inlet Protection	42	EA	\$100.00	\$4,200.00	\$130.00	\$5,460.00
31	Seymour Street Spot Repair	1	Lump Sum	\$13,000.00	\$13,000.00	\$24,625.00	\$24,625.00
32	Edison Avenue Watermain Cut & Cap	1	LS	\$6,800.00	\$6,800.00	\$8,500.00	\$8,500.00
33	Temporary Asphalt Pavement	1	Lump Sum	\$43,940.47	\$43,940.47	\$40,000.00	\$40,000.00
34	Temporary Traffic Control	1	Lump Sum	\$13,000.00	\$13,000.00	\$13,000.00	\$13,000.00
35	Furnish & Install Extra Stone Bedding	25	Tons	\$25.00	\$625.00	\$11.00	\$275.00

\$797,797.97

\$960,000.00

Bid Tabulation**Y-21 Sewer & Water #3**

05/10/2021 01:45 PM CDT

Bid Item	Item Description	Quantity	Unit	Jossart Brothers, Inc.		Dorner Inc.	
				Unit Price	Extension	Unit Price	Extension
1	Furnish & Install 12" Water Main	825	Lin. Ft.	\$155.00	\$127,875.00	\$144.00	\$118,800.00
2	Furnish & Install 8" Water Main	3350	Lin. Ft.	\$105.00	\$351,750.00	\$114.00	\$381,900.00
3	Furnish & Install 24" Steel Casing Pipe (Jack & Bore)	120	Lin. Ft.	\$745.00	\$89,400.00	\$562.00	\$67,440.00
4	Furnish & Install 6" Hydrant Lead	35	Lin. Ft.	\$100.00	\$3,500.00	\$229.00	\$8,015.00
5	Furnish & Install Hydrant	7	EA	\$4,300.00	\$30,100.00	\$4,816.00	\$33,712.00
6	Furnish & Install 12" Gate Valve with Box	4	EA	\$3,600.00	\$14,400.00	\$3,587.00	\$14,348.00
7	Furnish & Install 8" Gate Valve with Box	16	EA	\$2,100.00	\$33,600.00	\$2,036.00	\$32,576.00
8	Furnish & Install 6" Gate Valve with Box	9	EA	\$1,500.00	\$13,500.00	\$1,455.00	\$13,095.00
9	Furnish & Install 12" Bend	3	EA	\$875.00	\$2,625.00	\$913.00	\$2,739.00
10	Furnish & Install 8" Bend	20	EA	\$420.00	\$8,400.00	\$450.00	\$9,000.00
11	Furnish & Install 6" Bend	1	EA	\$310.00	\$310.00	\$345.00	\$345.00
12	Furnish & Install 1" Service	350	Lin. Ft.	\$140.00	\$49,000.00	\$70.00	\$24,500.00
13	Furnish & Install 2" Service	15	Lin. Ft.	\$150.00	\$2,250.00	\$90.00	\$1,350.00
14	Furnish & Install 6" Service	20	Lin. Ft.	\$150.00	\$3,000.00	\$89.00	\$1,780.00
15	Service Connection	41	EA	\$300.00	\$12,300.00	\$634.00	\$25,994.00
16	Furnish & Install Curb Box (Complete)	40	EA	\$800.00	\$32,000.00	\$819.00	\$32,760.00
17	Reconnect Sanitary Lateral	5	EA	\$500.00	\$2,500.00	\$2,053.00	\$10,265.00
18	Furnish & Install 4"-6" Sanitary Lateral	200	Lin. Ft.	\$150.00	\$30,000.00	\$147.00	\$29,400.00
19	Furnish & Install 12" Storm Sewer	15	Lin. Ft.	\$120.00	\$1,800.00	\$119.00	\$1,785.00
20	Remove & Replace 8" Concrete Pavement	190	Sq. Yds.	\$73.50	\$13,965.00	\$78.00	\$14,820.00
21	Remove & Replace 8" 3-Day H.E. Concrete Pavement	150	Sq. Yds.	\$78.75	\$11,812.50	\$83.00	\$12,450.00
22	Remove & Replace Concrete 4" or 5" Sidewalk	2350	Sq. Ft.	\$6.30	\$14,805.00	\$7.00	\$16,450.00
23	Remove & Replace Concrete 7" Sidewalk	525	Sq. Ft.	\$6.85	\$3,596.25	\$7.80	\$4,095.00
24	Remove & Replace Concrete 5" Apron	1675	Sq. Ft.	\$6.30	\$10,552.50	\$7.00	\$11,725.00
25	Remove & Replace Concrete 7" Apron	850	Sq. Ft.	\$6.85	\$5,822.50	\$7.80	\$6,630.00
26	Remove & Replace HMA 3" Apron	1775	Sq. Ft.	\$5.25	\$9,318.75	\$4.90	\$8,697.50
27	Furnish & Paint Pavement Marking (Yellow Paint)(4")	40	Lin. Ft.	\$5.25	\$210.00	\$17.30	\$692.00
28	Furnish & Paint Pavement Marking (White Paint)(4")	250	Lin. Ft.	\$1.05	\$262.50	\$17.30	\$4,325.00
29	Furnish & Paint Pavement Marking Crosswalk (6")	80	Lin. Ft.	\$3.70	\$296.00	\$25.90	\$2,072.00
30	Furnish & Install Type "D-M" Inlet Protection	42	EA	\$100.00	\$4,200.00	\$90.00	\$3,780.00
31	Seymour Street Spot Repair	1	Lump Sum	\$23,000.00	\$23,000.00	\$25,724.00	\$25,724.00
32	Edison Avenue Watermain Cut & Cap	1	LS	\$5,000.00	\$5,000.00	\$5,776.00	\$5,776.00
33	Temporary Asphalt Pavement	1	Lump Sum	\$40,000.00	\$40,000.00	\$23,678.00	\$23,678.00
34	Temporary Traffic Control	1	Lump Sum	\$15,000.00	\$15,000.00	\$24,458.00	\$24,458.00
35	Furnish & Install Extra Stone Bedding	25	Tons	\$15.00	\$375.00	\$25.00	\$625.00
				\$966,526.00		\$975,801.50	

Bid Tabulation**Y-21 Sewer & Water #3**

05/10/2021 01:45 PM CDT

Bid Item	Item Description	Quantity	Unit	Superior Sewer & Water	
				Unit Price	Extension
1	Furnish & Install 12" Water Main	825	Lin. Ft.	\$179.00	\$147,675.00
2	Furnish & Install 8" Water Main	3350	Lin. Ft.	\$137.50	\$460,625.00
3	Furnish & Install 24" Steel Casing Pipe (Jack & Bore)	120	Lin. Ft.	\$606.00	\$72,720.00
4	Furnish & Install 6" Hydrant Lead	35	Lin. Ft.	\$192.00	\$6,720.00
5	Furnish & Install Hydrant	7	EA	\$4,545.00	\$31,815.00
6	Furnish & Install 12" Gate Valve with Box	4	EA	\$4,085.00	\$16,340.00
7	Furnish & Install 8" Gate Valve with Box	16	EA	\$2,340.00	\$37,440.00
8	Furnish & Install 6" Gate Valve with Box	9	EA	\$1,730.00	\$15,570.00
9	Furnish & Install 12" Bend	3	EA	\$1,230.00	\$3,690.00
10	Furnish & Install 8" Bend	20	EA	\$725.00	\$14,500.00
11	Furnish & Install 6" Bend	1	EA	\$500.00	\$500.00
12	Furnish & Install 1" Service	350	Lin. Ft.	\$98.00	\$34,300.00
13	Furnish & Install 2" Service	15	Lin. Ft.	\$170.00	\$2,550.00
14	Furnish & Install 6" Service	20	Lin. Ft.	\$110.00	\$2,200.00
15	Service Connection	41	EA	\$100.00	\$4,100.00
16	Furnish & Install Curb Box (Complete)	40	EA	\$854.00	\$34,160.00
17	Reconnect Sanitary Lateral	5	EA	\$6,400.00	\$32,000.00
18	Furnish & Install 4"-6" Sanitary Lateral	200	Lin. Ft.	\$102.00	\$20,400.00
19	Furnish & Install 12" Storm Sewer	15	Lin. Ft.	\$90.00	\$1,350.00
20	Remove & Replace 8" Concrete Pavement	190	Sq. Yds.	\$106.00	\$20,140.00
21	Remove & Replace 8" 3-Day H.E. Concrete Pavement	150	Sq. Yds.	\$100.00	\$15,000.00
22	Remove & Replace Concrete 4" or 5" Sidewalk	2350	Sq. Ft.	\$7.00	\$16,450.00
23	Remove & Replace Concrete 7" Sidewalk	525	Sq. Ft.	\$7.55	\$3,963.75
24	Remove & Replace Concrete 5" Apron	1675	Sq. Ft.	\$7.00	\$11,725.00
25	Remove & Replace Concrete 7" Apron	850	Sq. Ft.	\$7.55	\$6,417.50
26	Remove & Replace HMA 3" Apron	1775	Sq. Ft.	\$6.10	\$10,827.50
27	Furnish & Paint Pavement Marking (Yellow Paint)(4")	40	Lin. Ft.	\$16.25	\$650.00
28	Furnish & Paint Pavement Marking (White Paint)(4")	250	Lin. Ft.	\$16.25	\$4,062.50
29	Furnish & Paint Pavement Marking Crosswalk (6")	80	Lin. Ft.	\$24.30	\$1,944.00
30	Furnish & Install Type "D-M" Inlet Protection	42	EA	\$150.00	\$6,300.00
31	Seymour Street Spot Repair	1	Lump Sum	\$19,980.00	\$19,980.00
32	Edison Avenue Watermain Cut & Cap	1	LS	\$15,350.00	\$15,350.00
33	Temporary Asphalt Pavement	1	Lump Sum	\$29,500.00	\$29,500.00
34	Temporary Traffic Control	1	Lump Sum	\$22,300.00	\$22,300.00
35	Furnish & Install Extra Stone Bedding	25	Tons	\$52.00	\$1,300.00

\$1,124,565.25

CITY OF APPLETON
Department of Public Works
MEMORANDUM

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

SUBJECT: Award of Contract

The Department of Public Works recommends that the following described work:
Unit AA-21 Pacific Street overPeabody Park Bridge Maintenance

Be awarded to:

Name: Norcon Corporation
Address: 5600 Municipal Street
Schofield, WI 54476

In the amount of : \$207,716.50
With a 15 % contingency of : \$31,157.50
For a project total not to exceed : \$238,874.00

**** OR ****

In an amount Not To Exceed : _____

Budget: \$245,000.00
Estimate: \$240,000.00
Committee Date: 05/24/21
Council Date: 06/02/21

Bid Tabulation

AA-21 Pacific St over Peabody Park Bridge Maintenance (#7811577)

05/24/2021 01:45 PM CDT

Bid Item	Item Description	Quantity	Unit	Norcon Corporation		LUNDA CONSTRUCTION		Zenith Tech, INC. bridge	
				Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	Removing Pavement	125	sq.yd.	\$33.00	\$4,125.00	\$0.01	\$1.25	\$40.00	\$5,000.00
2	Removing Curb & Gutter	80	lin.ft.	\$8.50	\$680.00	\$17.90	\$1,432.00	\$14.00	\$1,120.00
3	Removing Concrete Sidewalk	65	sq.yd.	\$17.00	\$1,105.00	\$0.01	\$0.65	\$15.00	\$975.00
4	Concrete Pavement Approach Slab (including rebar)	125	sq.yd.	\$215.00	\$26,875.00	\$185.00	\$23,125.00	\$185.00	\$23,125.00
5	Expansion Device	93	lin.ft.	\$310.00	\$28,830.00	\$250.00	\$23,250.00	\$350.00	\$32,550.00
6	Bar Steel Reinforcement HS Coated Structures	2150	lb.	\$3.25	\$6,987.50	\$1.05	\$2,257.50	\$4.25	\$9,137.50
7	Joint Repair	42	sq.yd.	\$687.00	\$28,854.00	\$1,075.00	\$45,150.00	\$1,500.00	\$63,000.00
8	Concrete Masonry Overlay Decks	16	cu.yd	\$1,575.00	\$25,200.00	\$175.00	\$2,800.00	\$2,000.00	\$32,000.00
9	Concrete Curb & Gutter Integral 30-Inch Type D	80	lin.ft.	\$43.00	\$3,440.00	\$39.00	\$3,120.00	\$35.00	\$2,800.00
10	Concrete Sidewalk 7-inch (including rebar)	510	sq.ft.	\$13.00	\$6,630.00	\$8.80	\$4,488.00	\$8.00	\$4,080.00
11	Cleaning and Painting Bearings	20	each	\$585.00	\$11,700.00	\$600.00	\$12,000.00	\$500.00	\$10,000.00
12	Mobilization	1	lump sum	\$20,400.00	\$20,400.00	\$98,000.00	\$98,000.00	\$45,500.00	\$45,500.00
13	Traffic Control	1	lump sum	\$7,300.00	\$7,300.00	\$7,530.00	\$7,530.00	\$2,250.00	\$2,250.00
14	Preparation Decks - Type 1	50	sq.ft.	\$190.00	\$9,500.00	\$70.00	\$3,500.00	\$200.00	\$10,000.00
15	Preparation Decks - Type 2	25	sq.ft.	\$210.00	\$5,250.00	\$90.00	\$2,250.00	\$315.00	\$7,875.00
16	Concrete Surface Repair	50	sq.ft.	\$245.00	\$12,250.00	\$40.00	\$2,000.00	\$165.00	\$8,250.00
17	Concrete Surface Repair - Abutment	1	lump sum	\$2,200.00	\$2,200.00	\$4,100.00	\$4,100.00	\$1,600.00	\$1,600.00
18	Epoxy Injection Repair	1	lump sum	\$6,250.00	\$6,250.00	\$3,955.00	\$3,955.00	\$1,750.00	\$1,750.00
19	Inlet Protection	4	each	\$35.00	\$140.00	\$360.00	\$1,440.00	\$350.00	\$1,400.00
				\$207,716.50		\$240,399.40		\$262,412.50	



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

MEMO

TO: Finance Committee

FROM: Paula Vandehey, Director of Public Works

DATE: May 20, 2021

SUBJECT: Request to reallocate the following positive bid variance to purchase land for future Spartan Drive and associated stormwater management:

Lightning Drive Land Acquisition (4240)	- \$73,107
Storm Sewer Reconstruction (5230)	- \$64,893
Spartan Drive & Pond Land Acquisition	+ \$138,000

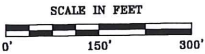
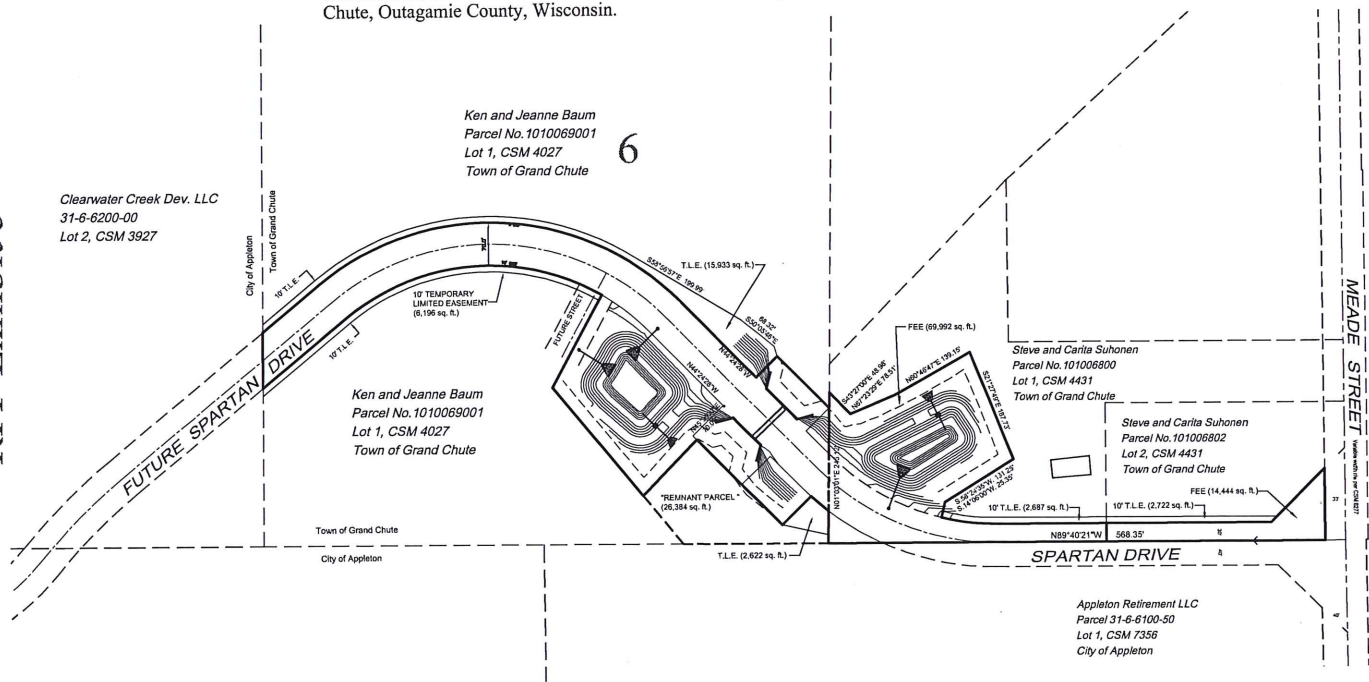
The 2021 Budget includes hiring appraisal services for land acquisition for future Spartan Drive. (See attached Exhibit A). The funds to purchase the land for the 70-foot right-of-way along with the land for the associated stormwater management are budgeted in 2022. Appraisals have been obtained and the City Attorney's Office is recommending that we move forward with negotiations to acquire the property in 2021, instead of waiting until January 1, 2022 due to the volatile market and the impact it may have on the validity of the current appraisals and ultimate acquisition price.

Therefore, we are requesting a 2021 budget adjustment to reallocate positive bid variance to purchase land for future Spartan Drive and associated stormwater management.

Attachment

EXHIBIT "A"

Part of Lot 1 and 2 of Certified Survey Map No.4431 and Part of Lot 1 of Certified Survey Map 4027, located in the Fractional Northeast 1/4 of Section 2, Township 21 North, Range 17 East, Town of Grand Chute, Outagamie County, Wisconsin.



BEARINGS ARE REFERENCED TO THE WISCONSIN COUNTY COORDINATE SYSTEM, OUTAGAMIE COUNTY, WEST LINE OF HAYMEADOW AVENUE; RECORDED AS N.00°12'15"E; H:\Acad\PropAcq\2018\Spartan_WD_Measo_0209_2018

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



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

MEMORANDUM

TO: Community and Economic Development Committee

FROM: Matt Rehbein, Economic Development Specialist

DATE: May 26, 2021

RE: Planning Option Agreement Extension for the Blue Ramp and Conway Hotel Sites – Merge, LLC

The City of Appleton entered into a Planning Option Agreement with Merge, LLC to provide a 9-month initial term to conduct due diligence for a potential mixed-use development on the Blue Ramp and Conway Hotel sites on March 1, 2020. In return for this option, Merge paid the City \$1,000.

This Option was mutually extended to May 31, 2021 per the Option Agreement. Merge, LLC has requested an extended term of six (6) months to finalize development agreements. Per Section 2 of the original Option, Merge, LLC paid the City an additional \$5,000 for the first extension. This second extension reflects the same option fee of an additional \$5,000.

Merge and staff are working on a Development Agreement for Phase I, and we anticipate moving on to a Development Agreement for Phase II soon. We expect the Development Agreement for Phase I to be completed early this summer, with construction to begin in 2022 and completion in 2024. Since March 1, 2020, Merge, LLC has completed interviews with community stakeholders, prepared preliminary conceptual mixed-use plans, and begun assembly of the financing necessary. Given the cost to conduct the due diligence and prepare conceptual plans, Merge Urban Development Group would like the continued assurance that the City would be interested in selling these parcels for a mixed-use development that is aligned with our Comprehensive Plan.

Staff Recommendation:

A six (6) month extension to the Planning Option Agreement for the Blue Ramp and Conway Hotel Sites from Merge, LLC **BE APPROVED**.

PLANNING OPTION AGREEMENT – SECOND TERM EXTENSION

Merge, LLC (the “Developer”), an Iowa limited liability company d/b/a Merge Urban Development Group, with a business office of 604 Clay Street, Cedar Falls, IA 50613 and the City of Appleton (the “City”) having its office as 100 North Appleton Street, Appleton, WI 54911; and, Developer and the City (hereinafter collectively “Parties”) AGREE AS FOLLOWS:

1. Parties previously entered into an Agreement, attached hereto, granting Developer’s requested planning option to allow time to complete all due diligence necessary to determine the physical and financial feasibility of constructing a mixed-use development with rental units and light- retail space; and
2. The Agreement, and rights conveyed therein, terminated on November 30, 2020 and a First Term Extension, attached hereto, extended the Agreement, which is set to expire on May 31, 2021, unless further extended in accordance with the Extended Term option contained within the Agreement.
3. The Parties mutually agree that the Agreement’s termination date shall be extended to November 30, 2021, in accordance with the Extended Term option contained within the Agreement.
4. In order to secure extension, the Developer agrees to pay an additional non-refundable payment of \$5,000 to the City as provided in Section 2 of the Agreement.
5. All other terms, conditions and the like of the Agreement shall remain unchanged.

IN WITNESS WHEREOF, the undersigned parties have executed this Term Extension Agreement dated this ____ day of May, 2021.

MERGE, LLC

Witness: _____
Printed Name: _____

By: _____
Printed Name: _____
Title: _____

CITY OF APPLETON

Witness: _____
Printed Name: _____

By: _____
Jacob A. Woodford, Mayor

Witness: _____
Printed Name: _____

By: _____
Kami Lynch, City Clerk

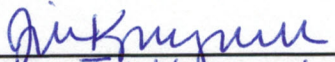
PLANNING OPTION AGREEMENT – TERM EXTENSION

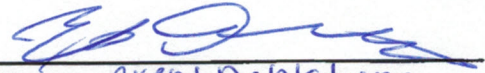
Merge, LLC (the "Developer"), an Iowa limited liability company d/b/a Merge Urban Development Group, with a business office of 604 Clay Street, Cedar Falls, IA 50613 and the City of Appleton (the "City") having its office as 100 North Appleton Street, Appleton, WI 549121; and, Developer and the City (hereinafter collectively "Parties") AGREE AS FOLLOWS:

1. Parties previously entered into an Agreement, attached hereto, granting Developer's requested planning option to allow time to complete all due diligence necessary to determine the physical and financial feasibility of constructing a mixed-use development with rental units and light-retail space; and
2. The Agreement, and rights conveyed therein, terminates on November 30, 2020 unless extended by mutual agreement.
3. The Parties mutually agree that the Agreement's termination date shall be extended to May 31, 2021, in accordance with the Extended Term option contained within the Agreement.
4. In order to secure extension, the Developer agrees to pay an additional non-refundable payment of \$5,000.00 to the City as provided in Section 2 of the Agreement.
5. All other terms, conditions and the like of the Agreement shall remain unchanged.

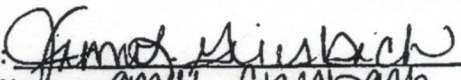
IN WITNESS WHEREOF, the undersigned parties have executed this Term Extension Agreement dated this 24th day of November, 2020.

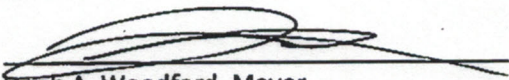
MERGE, LLC

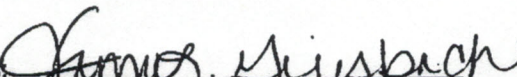
Witness: 
Printed Name: Jill Krdayenbrink

By: 
Printed Name: Brent Dahlstrom
Title: manager

CITY OF APPLETON

Witness: 
Printed Name: Jamil Erisbach

By: 
Jacob A. Woodford, Mayor

Witness: 
Printed Name: Jamil Erisbach

By: 
Kami Lynch, City Clerk

PLANNING OPTION AGREEMENT

This PLANNING OPTION AGREEMENT (this "Agreement"), made and entered into this March 1, 2020 (the "Effective Date"), by and between the City of Appleton having its office at 100 N. Appleton Street, Appleton, WI 54911 (hereinafter the "CITY"), and Merge, LLC, an Iowa limited liability company d/b/a Merge Urban Development Group, having its office at 604 Clay Street, Cedar Falls, Iowa 50613 (hereinafter "DEVELOPER").

WITNESSETH:

WHEREAS, the CITY owns property located at _____, in the City of Appleton, County of Outagamie, WI (Tax Parcel(s) 312027200, 312027201, 312027202, 312028101), and more fully described in the legal description, which is attached hereto and incorporated herein as Exhibit A (hereinafter "Project Site"); and

WHEREAS, the DEVELOPER has requested a planning option to allow time to complete all due diligence necessary to determine the physical and financial feasibility of constructing a mixed-use development with rental units and light- retail space; and

WHEREAS, CITY desires to see the Project Site developed in an active mixed-use development that generates economic activity and increases assessed land value, thereby generating additional property tax base for the community; and

WHEREAS, CITY is willing to negotiate a sale of the Project Site with the DEVELOPER upon a determination by both parties of the economic and physical viability of proposed future uses.

NOW, THEREFORE, for good and valuable consideration, the parties mutually agree and state as follows:

1. The CITY hereby grants to DEVELOPER an exclusive Planning Option for an initial term expiring nine (9) months after the Effective Date for the Project Site (the "Initial Term"). This period is required in order to complete all due diligence necessary to determine the physical and financial feasibility of proposed future uses. The Initial Term of this Agreement may be extended by mutual written agreement of the parties, and, if so, such extended term will be known and is hereinafter referred to as the "Extended Term").
2. To secure the Initial Term, DEVELOPER shall pay CITY a non-refundable payment in the amount of One Thousand Dollars (\$1,000.00). If DEVELOPER is awarded the Extended Term, DEVELOPER shall pay to CITY an additional non-refundable payment in the amount of Five Thousand Dollars (\$5,000.00).
3. CITY, during the Initial Term, or any Extended Term, shall provide that the Project Site shall not be sold/conveyed or leased to any other legal entity and hereby agrees to grant to the DEVELOPER exclusive negotiating rights for the purchase or lease of said real property during the Initial Term and any Extended Term.
4. CITY hereby grants DEVELOPER full access to the site for purposes of completing due diligence including, but not limited to, soil testing, engineering analysis, environmental assessments and inspections (including invasive assessments and inspections in the discretion of the DEVELOPER), other inspections and other needs for ingress and egress upon the land. This access is subject to any preexisting easements and licenses on the Project Site. However,

any such licenses will be terminated by CITY in the event the DEVELOPER determines that termination is reasonably necessary for completion of the due diligence necessary for this Agreement, and, in that event, DEVELOPER will be granted a day-by-day/day-to-day extension of the Initial Term or the Extended Term, if any, for the number of days that it takes for CITY to terminate such licenses.

5. CITY shall make available all known environmental reports and activity upon the Project Site. By entering into this Agreement, the DEVELOPER in no way assumes any responsibility or liability for site remediation.
6. During the pendency of this Agreement and upon determination of the feasibility of proposed future uses, the parties shall work in good faith to negotiate and execute a Development Agreement, and any other associated documentation, that shall provide for the acquisition and development of the Project Site to DEVELOPER. Such Development Agreement is subject to the approval of City of Appleton Common Council.
7. It is agreed and understood by the parties that all proposed future uses in the Development Agreement shall complement existing uses on adjacent properties and comply with City of Appleton Comprehensive Plan 2010-2030. The City of Appleton shall coordinate the public agency participation in planning, obtaining data from public records as may be available, reviewing and commenting on aspects of proposed future uses in a timely manner.
8. DEVELOPER shall demonstrate the ability to obtain financing for the proposed future uses prior to the expiration of this Agreement.
9. DEVELOPER understands that CITY shall approve any final design plans as a condition of receiving any financial assistance from CITY. CITY financial assistance may be in the form of Tax Increment Financing or other governmental grants paid to DEVELOPER in accordance with the Development Agreement.
10. If the parties agree upon and execute a Development Agreement prior to the expiration of this Agreement, CITY shall convey the Project Site to the DEVELOPER in accordance with the terms and conditions of the Development Agreement, and any associated documentation.
11. If a Development Agreement is not agreed to by the parties prior to the expiration of this Agreement, and no extension has been agreed to by the parties, this Agreement is hereby terminated and the DEVELOPER shall furnish to CITY all environmental reports and studies, and surveys relating to the Project Site.
12. In the event the DEVELOPER determines that the proposed use on the Project Site is not feasible during the pendency of this Agreement, DEVELOPER may terminate this Agreement and shall notify CITY in writing of the termination.
13. CITY and DEVELOPER shall pay all of their own legal fees, third party fees, customary closing costs and other costs related to this Agreement, the Development Agreement, and any lease or sale associated with this Agreement.

IN WITNESS WHEREOF,

this Agreement has been duly executed as of the Effective Date.

City of Appleton



Merge, LLC



Brent Dahlstrom, Manager

EXHIBIT A

Parcel 31-2-0272-00

Part of Lots One (1), Two (2) and Three (3), in Block Twenty-seven (27), APPLETON PLAT, City of Appleton, Outagamie County, Wisconsin, according to the recorded Assessor's Map of said City, bounded and described as follows: Commencing at the Northwest corner of said Lot 1; thence S 0°20'12" E, 34.06 feet along the East right of way line of Appleton Street to the point of beginning; thence N 89°33'28" E, 90.83 feet; thence N 0°26'32" W, 13.00 feet; thence N 89°33'28" E, 193.56 feet; thence S 0°22'55" E, 131.67 feet along the West right of way line of Oneida Street; thence S 89°36'00" W, 185.54 feet along the North right of way line of Midway; thence N 0°22'08" W, 65.17 feet; thence S 89°33'28" W, 98.89 feet; thence N 0°20'12" W, 53.36 feet along the East right of way line of Appleton Street to the point of beginning.

Parcel 31-2-0272-01

Lot One (1) of Certified Survey Map No. 2447, filed in Volume 13 of Certified Survey Maps on page 2447, as Document No. 1177602 of the Outagamie County Register of Deeds, City of Appleton, Outagamie County, Wisconsin.

Parcel 31-2-0272-02

Lot One (2) of Certified Survey Map No. 2447, filed in Volume 13 of Certified Survey Maps on page 2447, as Document No. 1177602 of the Outagamie County Register of Deeds, City of Appleton, Outagamie County, Wisconsin.

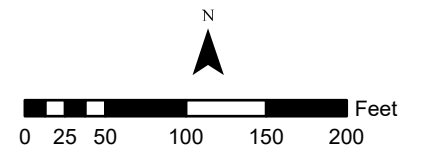
Parcel 31-2-0281-01

Being the North 97.17 Feet of Lots One (1) and Two (2) and the North 97.17 Feet of the West 30 Feet of Lot Three (3), Block Twenty-eight (28), Appleton Plat, City of Appleton, Outagamie County, State of Wisconsin, according to the Recorded Assessor's Map of said City.



- Subject Area
- Library
- City Hall
- Transit Center

Blue Ramp & Conway Hotel Planning Option Agreement Map



November 29, 2019

City of Appleton
Department of Community & Economic Development
100 N. Appleton Street
Appleton, WI 54911

Dear Appleton Stakeholders,

On behalf of our development team, thank you for the opportunity to visit Appleton, WI and to tour development sites within the East College Avenue Opportunity Zone.

Merge has pursued OZ development in small to mid-sized communities across the Midwest since the initiative was put into law in late 2017. The markets we seek are usually under 100,000 in population, have a presence of higher-ed, and offer a compelling balance between lifestyle and cost of living. In 2019, our team gained approval of two projects in the State of Wisconsin - the North Side Yard mixed-use project in Stevens Point (\$40M project cost) as well as Mackson Corners & the Brio Building in Oshkosh (\$50M project cost). We continue to plan similar developments across Wisconsin, Iowa, Minnesota, and South Dakota - several of which will break ground next year.

The City of Appleton's East College Avenue Opportunity Zone has attractive features that make mixed-use development projects viable investments when paired with local planning efforts and incentives. Appleton's investments in district parking, strong downtown employment, and diverse retail & entertainment options make it an attractive place for residential density of scale.

Two sites within the City were of near-term interest to Merge: the former Hotel Conway site and the former Blue Ramp Site. Together, these sites have the potential to add significant future taxable value through residential density of scale. Because of their proximity to both College Avenue and the City's parking assets, the sites create an ideal place for 1) urban dwellings that offset daytime parking and 2) thoughtfully placed first-floor retail or amenities for residents that create a pedestrian-friendly experience. Our team would like to bring a sketch and estimate of project costs to facilitate a discussion about Merge mixed-use development on these sites. Before we invest in an architectural concept, we would like to understand that the City is receptive to this type of development on these city-owned properties.

Enclosed please find precedent projects for reference. Please do not hesitate to contact me with questions.

Sincerely,



Brent Dahlstrom

PRECEDENT *Urban Street Scene*

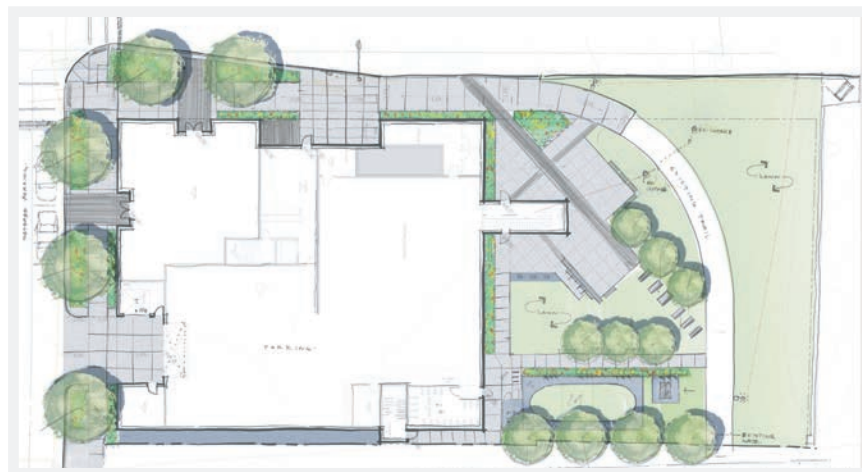


6COM MIXED-USE DEVELOPMENT

6th Street & Commercial Street
Waterloo, Iowa

UNITS: 76 RETAIL: 2,000 sq ft

This project was an open lot with access to the waterfront and proximity to the bike trail. There are many autorelated businesses east and south, while on the west side more banks, restaurants and shops. The goal of the building and its use was to engage the pedestrians along Commercial Street with retail-oriented programs, bring people together at the courtyard level on 2nd floor, and expose residents to amazing city views. The unit mix provides attainable living options for young professionals – small unit scale made comfortable and practical through impeccable design.



PROJECT REFERENCE:

Quentin Hart, Mayor of Waterloo
715 Mulberry Street, Waterloo, IA 50703
Ph: (319) 291-4301

PRECEDENT *Urban Street Scape*

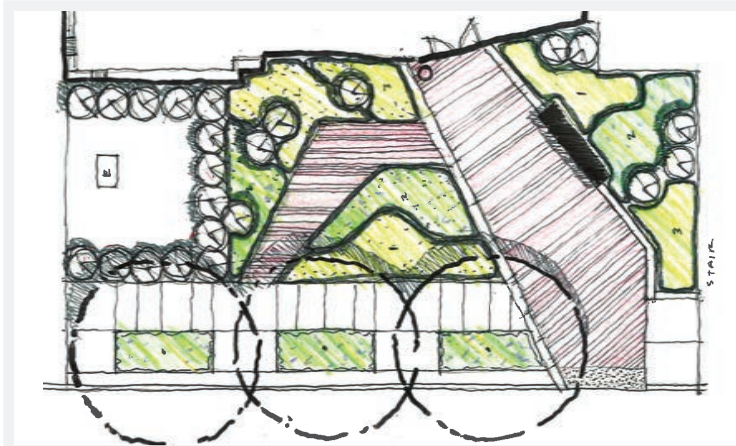


ART BLOC MIXED-USE DEVELOPMENT

Art Bloc
Waterloo, Iowa

UNITS: 70 RETAIL: 1,750-3,099 sq ft

This project was one of the first Opportunity Zone developments to break ground in the nation. The existing site had limited “street frontage” and connectivity to the river due to height of the existing raised plaza. To create an active “first floor”, it was critical to create a form that linked the street plane to the plaza out to the amphitheater – an underutilized community asset. The site includes 70 residential units, each with a river-front view.



PROJECT REFERENCE:

Dana Jergenson, Commercial RM Team Manager
US Bank, N.A., 425 Cedar St., Waterloo, IA 50704
Ph: (319) 273-8750
Email: dana.jergenson@usbank.com

PRECEDENT *Blending University & Community*



DRAKE NEIGHBORHOOD MIXED-USE DEVELOPMENT

Des Moines, Iowa

UNITS: 320 RETAIL: 23,727 sq ft

The Drake University Dogtown Neighborhood Plan is the result of an exclusive agreement with Drake University to purchase a section of property adjacent to campus. The area is recovering from a history of deterioration of property and violence. The project is synonymous with Drake University taking the lead on blending University with Neighborhood for the greater good. Communications strategy has been of utmost importance as Drake navigates neighborhood, city, and local business through this new narrative. The development also includes a parking structure.



PRECEDENT *Liner Building Attached to City Parking*

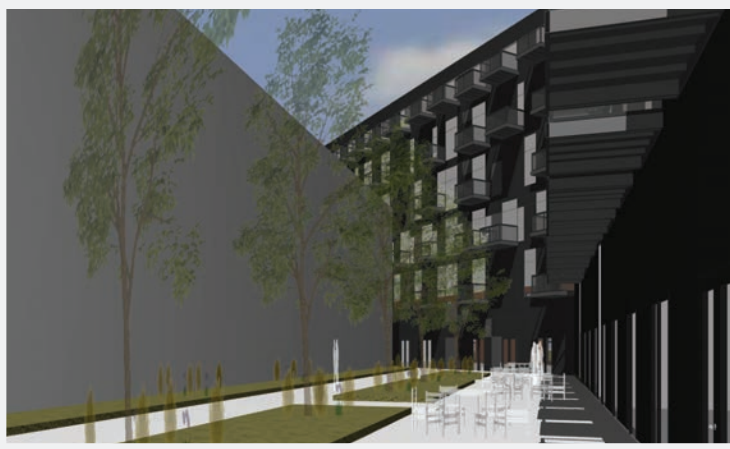


PORT OF DUBUQUE MIXED-USE DEVELOPMENT

East 4th / East 5th Street
Dubuque, Iowa

UNITS: 187 RETAIL: 23,727 sq ft

The City of Dubuque spurred local development through their early investment in a district parking strategy. The parking structure is surrounded by a casino, a hotel, office and entertainment uses. The building is designed as a mass timber structure with a brick exterior, honoring the industrial urban fabric of the city with its exterior material and unique window frames.



PRECEDENT *Neighborhood Redevelopment Plan*



MARION ROAD REDEVELOPMENT MIXED-USE DEVELOPMENT

Oshkosh, Wisconsin
UNITS: 240+ RETAIL: 30,000+ sq ft

Oshkosh, WI is a UW-system city located where the Fox River enters Lake Winnebago. Oshkosh is known as "Wisconsin's Event City" because of the year-round events planned around the lake and its music festivals. The Marion Road Redevelopment Plan consists of 3 sites with environmental contamination due to a history of industrial uses. The neighborhood plan encourages community access to the water and offers a range of housing options to encourage a mixed-income urban neighborhood.





MEMORANDUM

TO: Community and Economic Development Committee

FROM: Matt Rehbein, Economic Development Specialist

DATE: May 26, 2021

RE: Offer to Purchase – Lot 1, CSM 3609, Lots 26, 27, 28, 29 Southpoint
Commerce Park Plat 3 – Bose 1 Investments, LLC and 4 Ross Investments,
LLC

The City of Appleton has received an Offer to Purchase from Bose 1 Investments, LLC and 4 Ross Investments, LLC (Buyer) for Lot 1, CSM 3609, Lots 26, 27, 28, and 29 Southpoint Commerce Park Plat 3, comprised of approximately 30.44 acres in total.

The Buyer anticipates initial construction of an industrial building of a minimum 250,000 square feet with anticipated future expansion up to 450,000 square feet. At this time, the end user has not been disclosed, but we have been told the use would be light manufacturing/assembly and office. Any new building will have to comply with any restrictions established in M-1 zoning, the deed restrictions and covenants, and building codes. Occupancy of June/July 2022 is desired, so timing is of the essence.

The Offer to Purchase is for the full asking price per acre of \$40,000/acre with an 8% commission requested to procuring broker. Closing is anticipated no later than September 30, 2021.

Staff Recommendation:

The Offer to Purchase by Bose 1 Investments, LLC and 4 Ross Investments, LLC for Lot 1, CSM 3609, Lots 26, 27, 28, and 29 Southpoint Commerce Park Plat 3, comprising a total of approximately 30.44 acres, for a price of \$1,217,600.00 (\$40,000/acre) **BE APPROVED.**

WB-13 VACANT LAND OFFER TO PURCHASE

1 LICENSEE DRAFTING THIS OFFER ON May 18, 2021 [DATE] IS ~~(AGENT OF BUYER)~~
2 ~~(AGENT OF SELLER/LISTING FIRM) (AGENT OF BUYER AND SELLER)~~ **[STRIKE THOSE NOT APPLICABLE]**

3 The Buyer, Bose 1 Investments, LLC & 4 Ross Investments, LLC and/or assigns
4 offers to purchase the Property known as 9-5712 (23.58ac), 9-5712-26 (Lot 26)

5 9-5712-27 (LOT 27) 9-5712-28 (Lot 28), 9-5712-29 (LOT 29) totaling 30.44 acres

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

8 County of Outagamie Wisconsin, on the following terms:

9 **[PURCHASE PRICE]** The purchase price is One Million, Two Hundred Seventeen Thousand, Six Hundred
10 _____ Dollars (\$ 1,217,600.00).

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

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

16 **[NOT INCLUDED IN PURCHASE PRICE]** Not included in purchase price is Seller's personal property (unless included at
17 lines 12-13) and the following: _____

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

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

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

28 **[BINDING ACCEPTANCE]** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer
29 on or before June 4, 2021.

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

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

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

34 **CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term**
35 **Deadlines running from acceptance provide adequate time for both binding acceptance and performance.**

36 **[CLOSING]** This transaction is to be closed on September 30, 2021

37 _____
38 at the place selected by Seller, unless otherwise agreed by the Parties in writing. If the date for closing falls on a Saturday,
39 Sunday, or a federal or a state holiday, the closing date shall be the next Business Day.

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

44 **[EARNEST MONEY]**

45 ■ EARNEST MONEY of \$ _____ accompanies this Offer.

46 If Offer was drafted by a licensee, receipt of the earnest money accompanying this Offer is acknowledged.

47 ■ EARNEST MONEY of \$ 10,000.00 will be mailed, or commercially, electronically

48 or personally delivered within 5 days ("5" if left blank) after acceptance.

49 All earnest money shall be delivered to and held by (listing Firm) (~~drafting Firm~~) (other identified as _____

50 _____) **[STRIKE THOSE NOT APPLICABLE]**

51 (listing Firm if none chosen; if no listing Firm, then drafting Firm; if no Firm then Seller).
52 **CAUTION: If a Firm does not hold earnest money, an escrow agreement should be drafted by the Parties or an**
53 **attorney as lines 56-76 do not apply. If someone other than Buyer pays earnest money, consider a special**
54 **disbursement agreement.**

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

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

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

77 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3)
78 occupancy; (4) date of closing; (5) contingency Deadlines **STRIKE AS APPLICABLE** and all other dates and Deadlines in
79 this Offer except:

80 _____ . If "Time is of the Essence" applies to a date or Deadline,
81 failure to perform by the exact date or Deadline is a breach of contract. If "Time is of the Essence" does not apply to a date
82 or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.

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

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

99 _____
100 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE REPORT**

- 101 "Conditions Affecting the Property or Transaction" are defined to include:
- 102 a. Flooding, standing water, drainage problems, or other water problems on or affecting the Property.
 - 103 b. Impact fees or another condition or occurrence that would significantly increase development costs or reduce the value
104 of the property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.
 - 105 c. Brownfields (abandoned, idled, or underused land that may be subject to environmental contamination) or other
106 contaminated land on the property, or that contaminated soils on the property have been cleaned up under the Petroleum
107 Environmental Cleanup Fund Act (PECFA), a Wisconsin Department of Natural Resources (DNR) remedial or cleanup
108 program, the DATCP Agricultural Chemical Cleanup Program, or other similar program.
 - 109 d. Subsoil conditions that would significantly increase the cost of development, including, but not limited to, subsurface
110 foundations or waste material; any type of fill; dumpsites where pesticides, herbicides, fertilizer, or other toxic or hazardous
111 materials or containers for these materials were disposed of in violation of manufacturer or government guidelines or other
112 laws regulating such disposal; high groundwater; adverse soil conditions, such as low load-bearing capacity, earth or soil
113 movement, settling, upheavals, or slides; excessive rocks or rock formations; or other soil problems.
 - 114 e. Material violation of an environmental rule or other rule or agreement regulating the use of the Property.
 - 115 f. Defects caused by unsafe concentrations of, or unsafe conditions relating to, radon, radium in water supplies, lead in

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

178 aa. Archeological artifacts, mineral rights, orchards, or endangered species, or one or more burial sites on the Property.

179 bb. Owner is a foreign person as defined in the Foreign Investment in Real Property Tax Act in 26 IRC § 1445(f).

180 cc. Other Defects affecting the Property such as any agreements that bind subsequent owners of the property, such as a
181 lease agreement or an extension of credit from an electric cooperative.

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

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

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

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

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

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

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

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

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

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

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

244 **PROPOSED USE CONTINGENCIES:** This Offer is contingent upon Buyer obtaining, at Buyer's expense, the reports or
245 documentation required by any optional provisions checked on lines 256-281 below. The optional provisions checked on
246 lines 256-281 shall be deemed satisfied unless Buyer, within 90 days ("30" if left blank) after acceptance, delivers: (1)
247 written notice to Seller specifying those optional provisions checked below that cannot be satisfied and (2) written evidence
248 substantiating why each specific provision referred to in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice,
249 this Offer shall be null and void. Seller agrees to cooperate with Buyer as necessary to satisfy the contingency provisions
250 checked at lines 256-281.

251 **Proposed Use:** Buyer is purchasing the Property for the purpose of: Industrial development of approximately
252 250,000 sf (Phase 1) and up to 450,000sf (Phase 2).

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

256 **ZONING:** Verification of zoning and that the Property's zoning allows Buyer's proposed use described at lines
257 251-255.

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

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

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

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

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

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

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

287 **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) STRIKE ONE ("Seller
288 providing" if neither is stricken) a Map of the Property dated subsequent to the date of acceptance of this Offer prepared by
289 a registered land surveyor, within _____ days ("30" if left blank) after acceptance, at (Buyer's) (Seller's) STRIKE ONE
290 ("Seller's" if neither is stricken) expense. The map shall show minimum of _____ acres, maximum of _____
291 acres, the legal description of the Property, the Property's boundaries and dimensions, visible encroachments upon the
292 Property, the location of improvements, if any, and: city to provide any plat and/or CSM map in sellers
293 possession within 30 days of acceptance.

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

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

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

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

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

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

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

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

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

323 (2) This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing an
 324 inspection of _____

325 _____ (list any Property component(s)
 326 to be separately inspected, e.g., dumpsite, timber quality, invasive species, etc.) that discloses no Defects.

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

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

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

333 This contingency shall be deemed satisfied unless Buyer, within 90 days ("15" if left blank) after acceptance, delivers
 334 to Seller a copy of the written inspection report(s) dated after the date on line 1 of this Offer and a written notice listing the
 335 Defect(s) identified in those report(s) to which Buyer objects (Notice of Defects).

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

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

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

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

344 If Seller has the right to cure, Seller may satisfy this contingency by:

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

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

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

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

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

351 (2) Seller has the right to cure but:

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

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

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

355 **FINANCING COMMITMENT CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written
 356 _____ [loan type or specific lender, if any] first mortgage loan commitment as described

357 below, within _____ days after acceptance of this Offer. The financing selected shall be in an amount of not less than \$
 358 _____ for a term of not less than _____ years, amortized over not less than _____ years. Initial

359 monthly payments of principal and interest shall not exceed \$ _____. Buyer acknowledges that lender's
 360 required monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance

361 premiums, and private mortgage insurance premiums. The mortgage shall not include a prepayment premium. Buyer agrees
 362 to pay discount points in an amount not to exceed _____ % ("0" if left blank) of the loan. If Buyer is using multiple loan

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

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

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

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

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

377 ■ **SATISFACTION OF FINANCING COMMITMENT CONTINGENCY:** If Buyer qualifies for the loan described in this Offer
 378 or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of a written loan commitment.

379 This contingency shall be satisfied if, after Buyer's review, Buyer delivers to Seller a copy of a written loan commitment
 380 (even if subject to conditions) that is:

381 (1) signed by Buyer; or

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

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

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

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

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

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

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

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

398 to deliver to Buyer written notice of Seller's decision to (finance this transaction with a note and mortgage under the same
 399 terms set forth in this Offer, and this Offer shall remain in full force and effect, with the time for closing extended accordingly.

400 If Seller's notice is not timely given, the option for Seller to provide financing shall be considered waived. Buyer agrees to
 401 cooperate with and authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit
 402 worthiness for Seller financing.

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

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

407 (2) _____
 408 _____ [Specify documentation Buyer agrees to deliver to Seller].

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

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

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

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

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

425 report and the notice objecting to the appraised value. Seller and Buyer agree to promptly execute an amendment initiated
426 by either party after delivery of Seller's notice, solely to reflect the adjusted purchase price.
427 This Offer shall be null and void if Buyer makes timely delivery of the notice objecting to appraised value and the written
428 appraisal report and:

- 429 (1) Seller does not have the right to cure; or
- 430 (2) Seller has the right to cure but:
 - 431 (a) Seller delivers written notice that Seller will not adjust the purchase price; or
 - 432 (b) Seller does not timely deliver the written notice adjusting the purchase price to the value shown on the appraisal
433 report.

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

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

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

- 445 (1) Written waiver of the Closing of Buyer's Property Contingency if line 435 is marked;
- 446 (2) Written waiver of _____
447 _____ (name other contingencies, if any); and
- 448 (3) Any of the following checked below:
 - 449 Proof of bridge loan financing.
 - 450 Proof of ability to close from a financial institution or third party in control of Buyer's funds which shall provide
451 Seller with reasonable written verification that Buyer has, at the time of verification, sufficient funds to close.

452 Other: _____
453 _____
454 [insert other requirements, if any (e.g., payment of additional earnest money, etc.)]

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

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

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

469 **CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.**
470 Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.

471 Real estate taxes shall be prorated at closing based on **CHECK BOX FOR APPLICABLE PRORATION FORMULA** :
472 The net general real estate taxes for the preceding year, or the current year if available (Net general real estate
473 taxes are defined as general property taxes after state tax credits and lottery credits are deducted.) NOTE: THIS CHOICE
474 APPLIES IF NO BOX IS CHECKED.
475 Current assessment times current mill rate (current means as of the date of closing).
476 Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior
477 year, or current year if known, multiplied by current mill rate (current means as of the date of closing).
478 _____.

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

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

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

488 **TITLE EVIDENCE**

489 ■ **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed
 490 (trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as
 491 provided herein), free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements
 492 entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use
 493 restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's Vacant Land
 494 Disclosure Report and in this Offer, general taxes levied in the year of closing and _____

495 _____
 496 _____ (insert other allowable exceptions from title, if
 497 any) that constitutes merchantable title for purposes of this transaction. Seller, at Seller's cost, shall complete and execute
 498 the documents necessary to record the conveyance and pay the Wisconsin Real Estate Transfer Fee.

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

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

506 ■ **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's)(Buyer's)
 507 **STRIKE ONE** ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded
 508 after the commitment date of the title insurance commitment and before the deed is recorded, subject to the title insurance
 509 policy conditions, exclusions and exceptions, provided the title company will issue the coverage. If a gap endorsement or
 510 equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 516-
 511 523).

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

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

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

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

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

537 _____
 538 _____ . Insert additional terms, if any, at lines 650-664 or attach as an addendum per line 686.

539 **DEFINITIONS**

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

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

545 registered mail or make regular deliveries on that day.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

597 If Buyer defaults, Seller may:

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

601 If Seller defaults, Buyer may:

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

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

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

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

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

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

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

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

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

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

640 **COMPLIANCE WITH FIRPTA.** Buyer and Seller shall complete, execute, and deliver, on or before closing, any instrument,
641 affidavit, or statement needed to comply with FIRPTA, including withholding forms. If withholding is required under IRC
642 §1445, and the net proceeds due Seller are not sufficient to satisfy the withholding required in this transaction, Seller shall
643 deliver to Buyer, at closing, the additional funds necessary to satisfy the applicable withholding requirement. Seller also
644 shall pay to Buyer an amount not to exceed \$1,000 for actual costs associated with the filing and administration of forms,
645 affidavits, and certificates necessary for FIRPTA withholding and any withholding agent fees.

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

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

650 **ADDITIONAL PROVISIONS/CONTINGENCIES**

651 Said project to be industrial in use and to employ approximately 100-350 employees at this
652 location.

654 Charlie Dercks is the owner of Bose 1 Investments, LLC and is a licensed real estate
655 professional in the state of Wisconsin. John Ross is the owner of 4 Ross Investments, LLC
656 and is a licensed professional in the state of Wisconsin.

658 This offer is contingent upon buyer signing a lease for 200,000sf or greater within 90 days
659 of acceptance.

661 Buyer's incentive of 8% of total purchase price payable to J. Ross & Associates at closing.

662

663

664

665 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and
666 written notices to a Party shall be effective only when accomplished by one of the authorized methods specified at lines
667 668-683.

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

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

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

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

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

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

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

679 Address for Seller: _____

680 Address for Buyer: _____

681 (5) **Email**: electronically transmitting the document or written notice to the email address.

682 Email Address for Seller: Matthew.Rehbein@appleton.org

683 Email Address for Buyer: cdercks@jrossassoc.com

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

686 **ADDENDA**: The attached See Exhibit A is/are made part of this Offer.

687 This Offer was drafted by [Licensee and Firm] Charlie Dercks, J. Ross & Associates, LLC

688 _____
689 (x) [Signature] - Member Base 1 Investments, LLC May 18, 2021
690 Buyer's Signature ▲ Print Name Here ▶ Date ▲

691 (x) [Signature] - Member 4 Ross Investments, LLC 5-18-21
692 Buyer's Signature ▲ Print Name Here ▶ Date ▲

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

697 (x) _____
698 Seller's Signature ▲ Print Name Here ▶ Date ▲

699 (x) _____
700 Seller's Signature ▲ Print Name Here ▶ Date ▲

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

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

703 This Offer is rejected _____ This Offer is countered [See attached counter] _____
704 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

Southpoint Commerce Park Appleton, Wisconsin



Legend

- City Limits
- Park Boundary
- Accepted Offer
- For Sale (City Owned)
- Privately Owned Parcels

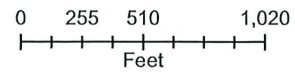
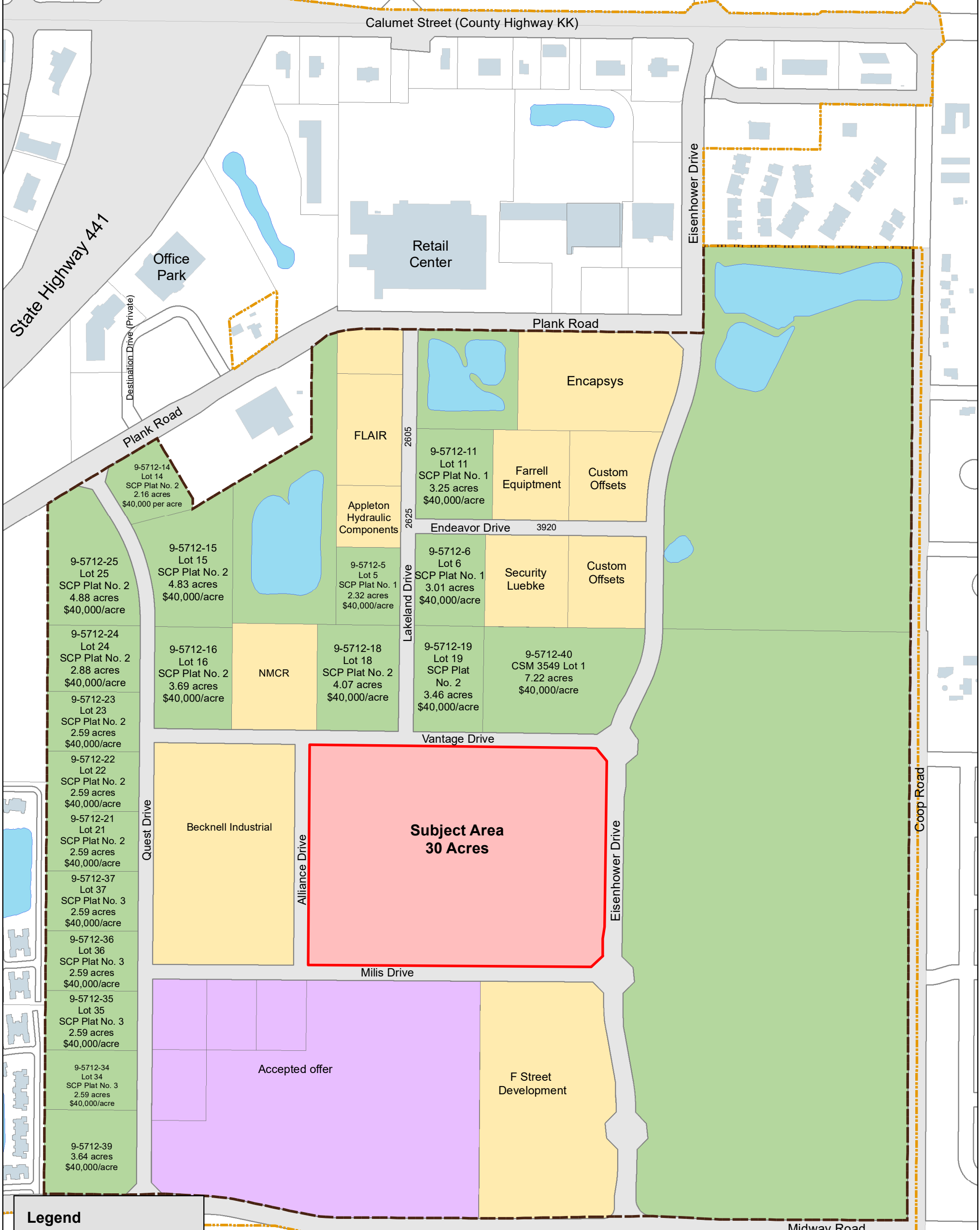


Exhibit A

Southpoint Commerce Park Appleton, Wisconsin



Legend

- City Limits
- Park Boundary
- Subject Area
- Accepted Offer
- For Sale (City Owned)
- Privately Owned Parcels

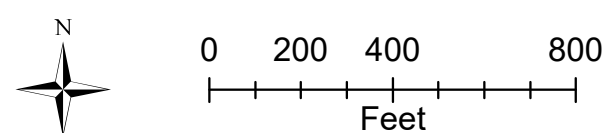


Exhibit B Deed Restrictions

S O U T H  P O I N T

C O M M E R C E P A R K

Appleton's Newest Business Opportunity

DECLARATION OF COVENANTS AND RESTRICTIONS

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

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

1. ***Setbacks:***

- A. *Front Yard:* No building shall be constructed on the site nearer than forty (40) feet of the right-of-way of any public street. In the case of corner lots, both forty (40) foot setbacks will apply.
- B. *Side and Rear Yards:* Minimum side and rear yards shall be twenty-five (25) feet.

2. ***Land Use:***

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

- 1. Manufacturing;
- 2. Research, development and testing laboratories;
- 3. Wholesaling, warehousing and distribution;
- 4. Office operations only if they are an integral part of and a necessary adjunct to a permitted use;
- 5. Retail sales of products manufactured on site and clearly an accessory use to the primary use of the site and provided on premises sales are limited in floor area to no more than (10) percent of the total gross floor area occupied by the permitted or special use;
- 6. Other land uses may be considered for approval by the Community Development Committee if a determination is made that the project fits the development objectives of the City.

3. *Nuisance Factors and Hazards*

- A. In order to protect the interests of all Tenants, no operation shall be conducted which emits offensive or objectionable noise, vibration, smoke, odors, dust, or gases. Precautions should be taken in all research and other approved operations for radiation, radioactivity, fire, and explosion hazards.
- B. No fuel or chemical in-ground or outdoor storage shall be allowed in the Park.

4. *Building Standards*

- A. Any building erected shall be at least 7,500 square feet in area and have a gross floor area equal to at least 10 percent of the land area.
- B. The maximum ratio of building area (footprint) to total parcel size shall in no event exceed forty (40) percent, exclusive of parking and loading areas. The building footprint, all parking, driveways, and loading areas, when combined, may not exceed seventy (70) percent of the total Parcel size.
- C. Buildings shall be designed by an Architect or Engineer. Complete architectural design must be given to all façades of all buildings with all sides and rear elevations being given architectural treatment compatible with the front elevation of the building.
- D. This Industrial Park encourages a variety of architectural styles. However, it is intended that a basic harmony of architecture prevail among the buildings so that no one structure detract from the attractiveness of the overall development.
- E. The front elevation of the building, any elevation facing a street, and externally visible opaque surfaces shall be a minimum of 75% of materials 1-5 (provided, however, that such list shall not be deemed to exclude the use of other accent or exterior trim materials, glass and glazing, and earth berms). The side and rear building elevations that do not face any street shall be a minimum of 25% of materials (1-5). Exception to this requirement would be limited to (1) expandable building side with prior approval from the Site Plan Review Committee.
 - 1. Brick;
 - 2. Architectural precast concrete panels (surface finish to be painted, stained, or exposed aggregate). When using concrete panels as an exterior surface the architect should be careful to avoid a monolithic or monotonous appearance and the use of various textures, colors and accents will be encouraged.
 - 3. Decorative face concrete block. When using decorative face concrete block as an exterior surface the architect should be careful to avoid a monolithic or monotonous appearance and the use of different types and textures (split face, fluted, scored or striated) to provide variety and relief will be encouraged.

4. Cut stone;
5. Exterior insulation and finish systems (EFIS);
6. Metal panels may be used only in combination with one of the approved materials. Any metal siding proposed for use shall be entirely coated with a color fast, abrasion and corrosion resistant, long life (minimum of 20 years) finish that is resistant to chemicals, withstands temperature extremes, and has a low permeability. Any material utilized to attach the metal siding to the building shall be concealed or the utilization of shadow panels or semi-concealed fastener panels with fasteners painted to match the panels shall be required.
7. Other building materials being developed and to be developed by the construction industry. The use of such materials will be reviewed by the Site Plan Review Committee on a case-by-case basis.

- F. Building materials will be selected for their ability to present a visual statement of a building or structure's strength, attractiveness, and permanence. The building materials used shall be harmonious with the natural environment and with the general character of other buildings and structures in the Park.
- G. Metal trim materials may be used when in keeping with the architectural and aesthetic character of the building or structure.
- H. The Community Development Committee will approve ancillary structures. Approval may be granted only if such structures are necessary to the principal use of the building site, are in architectural and aesthetic conformance with other buildings or structures on the site, are properly screened, meet all requirements of these covenants and are otherwise satisfactory to the Community Development Committee at its sole discretion.

5. ***Landscaping:***

- A. ***Landscape Plan:*** The landscaping upon any building site or lot shall be carried out in accordance with a detailed landscaping plan, which has been reviewed and approved in writing by the City's Site Plan Review Committee. The landscape plan shall include, but not be limited to, plant location, common and botanical names of plant material, planting size, root condition, and quantity of all plant material. The plan shall show all ground cover and mulch areas, landscape and construction materials, and construction details.
- B. ***Landscaping Methods:*** Landscaping may include grading, earth berms, seeding, sodding, raised planters, architectural decorative walls or fencing, trees and shrubs, ground cover and other landscape materials including permanent sprinkler systems, fountains, storm run-off retention ponds, reflective ponds, and landscape lighting.

- C. *Plant Material*: Selected plant material should provide for a variety of shade trees, evergreen trees, and shrubs, ornamental trees and shrubs and ground covers. Plant material selection shall take into consideration the following:
1. Disease and insect resistance;
 2. Hardiness to the area;
 3. The ability to provide seasonal interest;
 4. Future maintenance considerations;
 5. Ability of plant material to accomplish its intended purpose in each placement.
- D. *Time for Completion*: All landscaping shall be completed within ninety (90) days following occupancy, or as soon thereafter as weather will allow if such period occurs within winter months.
- E. *Maintenance*: The owner shall be responsible for maintaining all landscaping as approved on the original plan for his site. Any variation or changes to the landscape plan must be reviewed and approved in writing by the Community Development Department. Landscaped areas, materials, fixtures, and improvements shall be maintained by the owner of the building site, or by such owner's long-term lessee(s) in good condition at all times. Such maintenance shall include watering, mowing, trimming, pruning, spraying, fertilizing, repairing, replacement of dead plantings, planting, transplanting, dusting, treating, and other common landscape maintenance activities necessary to keep the building site landscaping in a healthy state of growth and visually attractive in appearance.

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

6. *Utility Controls*

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

7. *Parking, Loading*

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

1. All truck maneuvering must be confined within the boundaries of the property.
2. All parking, driveways, and loading areas shall be paved.
3. Parking shall be permitted within the minimum front yard setback area; however, it shall be located no closer than fifteen (15) feet to the public right-of-way line. Parking shall be setback a minimum of 6' from the side property line.

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

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

8. ***Outdoor Storage:***

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

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

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

10. ***Signs:***

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

1. Ground signs must be set back a minimum of 10 feet from the right-of-way line and must be of a low profile design subject to approval by the Committee.
2. Signs may not be of unusual size or shape when compared to the improvements situated on the site on which the sign is located.

3. Signs may not be installed above the roofline of a building.
4. Pole signs are prohibited.
5. Signs may not contain or utilize any flashing, blinking, intermittent or moving light as source of illumination.
6. No signs shall be located in or painted on any window.
7. Building signs must comply with the City Sign Code.

11. ***Maintenance Responsibilities:***

- A. Each owner shall keep its property, all contiguous street right-of-way to the edge of the pavement, and all drainage and easement areas in a well -maintained, safe, clean, and attractive condition at all times. Such maintenance includes, but is not limited to the following:
 1. The removal of all litter, trash, refuse, and wastes;
 2. Compliance with the City's noxious weed control ordinance, including the mowing of all grass areas to a height not over 4";
 3. The maintenance of exterior lighting, signs, and mechanical facilities;
 4. The keeping of all exterior building surfaces in a cleaned, well-maintained condition;
 5. The maintenance of all drainage ways including the removal of all debris, weeds, and silt.
- B. The owner of any undeveloped lands shall maintain said lands free of rubbish, noxious weeds, and mosquito breeding pond conditions.

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

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

13. ***Repurchase Rights:***

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

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

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

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

15. ***Waiver of Notice:***

All land sold before major assessable improvements are completed in the business park site shall be subject to the purchaser's waiving notice of assessments and hearings, and such waiver shall be part of the negotiations.

16. ***Variances:***

Notwithstanding anything contained herein to the contrary, the City of Appleton expressly reserves the right at any time to authorize in writing variances from the strict applications of these covenants and restrictions, or any one or more of them, where the circumstances, in its sole

and exclusive judgment, justifies the granting of same.

17. ***Enforcement:***

The Community Development Committee has the responsibility to ensure compliance with the covenants and restrictions through any and all lawful means. In the event that the owner fails to perform in accordance with these covenants and restrictions, the Common Council, upon recommendation of the Community Development Committee, may take whatever corrective measures it deems appropriate and assess the cost thereof against the property in the same manner as a special charge. The Common Council shall give at least thirty (30) days notice to the vendee of any violation and the steps required to correct it prior to taking any action to cure such violation.

18. ***Invalidation:***

The invalidation of any one of the covenants or restrictions herein set forth or the failure to enforce any of said covenants and restrictions at the time of its violation shall in no way affect any of the other covenants or restrictions nor be deemed a waiver of the right to enforce the same thereafter.

19. ***Term:***

Each lot shall be conveyed subject to the covenants and restrictions set forth herein, all of which are to run with the land and shall be binding on all parties and all persons claiming them for a period of thirty (30) years from the date of this Declaration of Covenants and Restrictions is recorded, after which time said covenants and restrictions as are then in force and effect shall be automatically renewed for successive periods of ten (10) years each, unless an instrument terminating such covenants and restrictions is recorded with the Outagamie County Register of Deeds by the Common Council as evidenced by a resolution duly adopted by a majority of all members of the Common Council.

Southpoint Commerce Park Appleton, Wisconsin

Calumet Street (County Highway KK)

Slate Highway 441

Destination Drive (Private)

Office Park

Retail Center

Eisenhower Drive

Legend

- For Sale
- Office
- Offer
- Sold
- Industrial Park Boundary
- Ponds
- City Limits

Plank Road (County Highway AP)

9-5700-6
Time Warner Cable
Technical Operations Center

9-5712-1
Mike Roberts

9-5712-2
Lot 2
SCP Plat No. 1
1.44 acres
\$40,000/acre

9-5712-12
Lot 12
SCP Plat No. 1
3.60 acres
Office Use
\$45,000/acre

9-5712-13
Mike Roberts
RPG 4

9-5712-3
Flair
Flexible
Packaging

9-5712-11
Lot 11
SCP Plat No. 1
3.25 acres
\$40,000/acre

9-5712-10
Arrow Moving
Systems, Inc

9-5712-9
Lot 9
SCP Plat No. 1
3.28 acres
Office Use
\$45,000/acre

9-5712-14
Lot 14
SCP Plat No. 2
2.16 acres
\$45,000 per acre

9-5712-15
Lot 15
SCP Plat No. 2
4.83 acres
\$40,000/acre

9-5712-4
Appleton
Hydraulic
Components

9-5712-6
Lot 6
SCP Plat No. 1
3.30 acres
\$40,000/acre

9-5712-7
Lot 7
SCP Plat No. 1
3.30 acres
\$40,000/acre

9-5712-8
Lot 8
SCP Plat No. 1
3.34 acres
\$45,000/acre

9-5712-25
Lot 25
SCP Plat No. 2
4.88 acres
\$40,000/acre

9-5712-24
Lot 24
SCP Plat No. 2
2.88 acres
\$40,000/acre

9-5712-16
Lot 16
SCP Plat No. 2
3.69 acres
\$40,000/acre

9-5712-17
Lot 17
SCP Plat No. 2
4.21 acres
\$40,000/acre

9-5712-18
Lot 18
SCP Plat No. 2
4.07 acres
\$40,000/acre

9-5712-19
Lot 19
SCP Plat
No. 2
3.46 acres
\$40,000/acre

9-5712-23
Lot 23
SCP Plat No. 2
2.59 acres
\$40,000/acre

9-5712-22
Lot 22
SCP Plat No. 2
2.59 acres
\$40,000/acre

9-5712-21
Lot 21
SCP Plat No. 2
2.59 acres
\$40,000/acre

9-5712-20
Lot 20
SCP Plat No. 2
14.60 acres
\$40,000/acre

9-5712-26
Lot 26
SCP Plat
No. 3
1.74 acres
\$40,000/acre

9-5712-27
Lot 27
SCP Plat
No. 3
1.69 acres
\$40,000/acre

9-5712-28
Lot 28
SCP Plat
No. 3
1.69 acres
\$40,000/acre

9-5712-29
Lot 29
SCP Plat
No. 3
1.74 acres
\$40,000/acre

9-5712-37
Lot 37
SCP Plat No. 3
2.59 acres
\$40,000/acre

9-5712-36
Lot 36
SCP Plat No. 3
2.59 acres
\$40,000/acre

9-5712-32
Lot 32
SCP Plat
No. 3
1.80 acres
\$40,000/acre

9-5712-31
Lot 31
SCP Plat
No. 3
1.65 acres
\$40,000/acre

9-5712-30
Lot 30
SCP Plat
No. 3
1.65 acres
\$40,000/acre

9-5712-35
Lot 35
SCP Plat No. 3
2.59 acres
\$40,000/acre

9-5712-34
Lot 34
SCP Plat No. 3
2.59 acres
\$40,000/acre

9-5712-33
Lot 33
SCP Plat
No. 3
1.80 acres
\$40,000/acre

9-5712-28
Lot 28
SCP Plat
No. 3
1.69 acres
\$40,000/acre

9-5712-29
Lot 29
SCP Plat
No. 3
1.74 acres
\$40,000/acre

Milis Drive

9-5712-32
Lot 32
SCP Plat
No. 3
1.80 acres
\$40,000/acre

9-5712-31
Lot 31
SCP Plat
No. 3
1.65 acres
\$40,000/acre

9-5712-30
Lot 30
SCP Plat
No. 3
1.65 acres
\$40,000/acre

9-5712-35
Lot 35
SCP Plat No. 3
2.59 acres
\$40,000/acre

9-5712-34
Lot 34
SCP Plat No. 3
2.59 acres
\$40,000/acre

9-5712-33
Lot 33
SCP Plat
No. 3
1.80 acres
\$40,000/acre

9-5712-28
Lot 28
SCP Plat
No. 3
1.69 acres
\$40,000/acre

9-5712-29
Lot 29
SCP Plat
No. 3
1.74 acres
\$40,000/acre

Quest Drive

Alliance Drive

Eisenhower Drive

Coop Road

Officially Mapped Midway Road

Midway Road

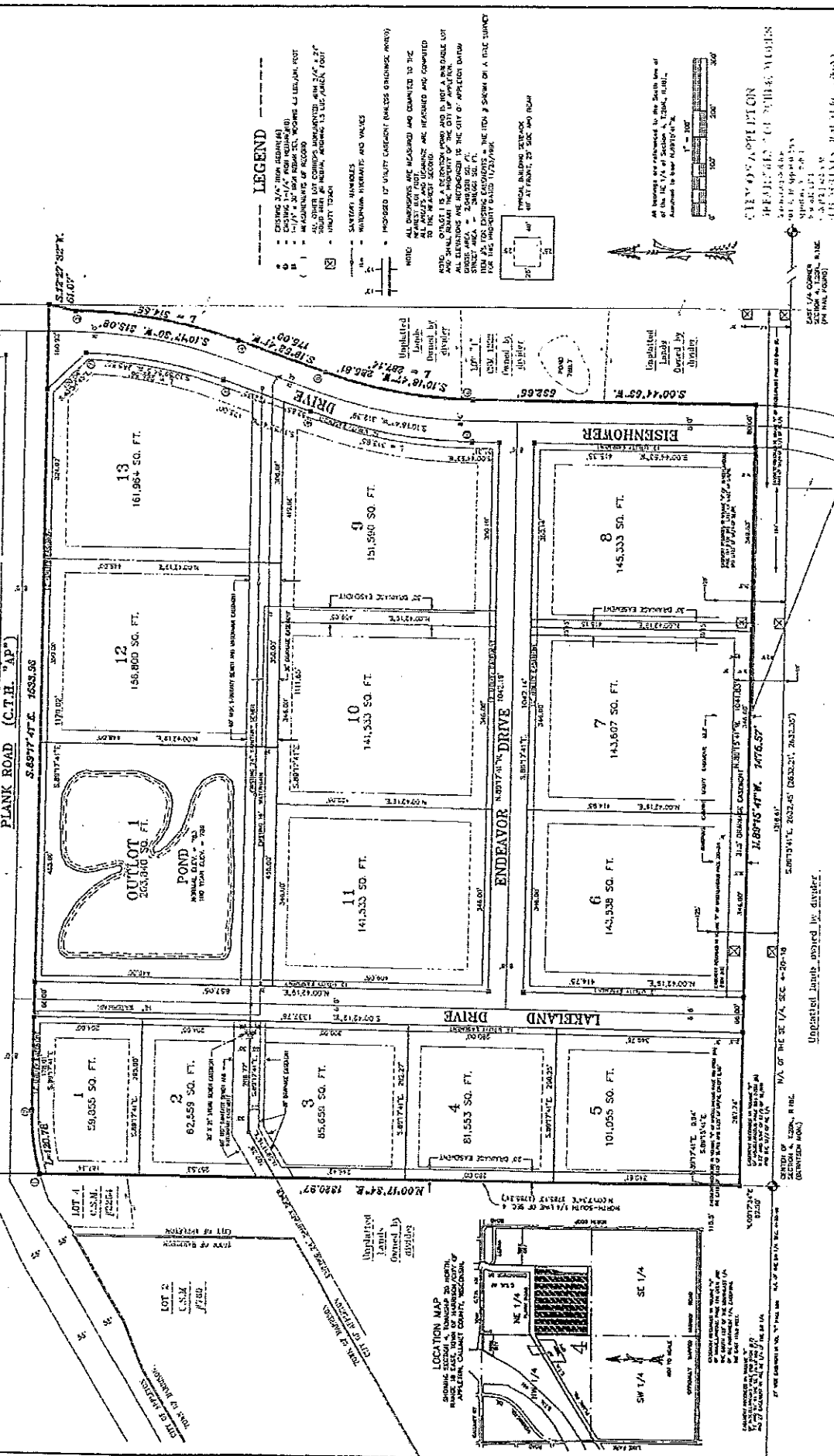


SOUTHPOINT COMMERCE PARK PLAT NO. 1

PART OF LOT 4 OF CERTIFIED SURVEY MAP NO. 2264, AND PART OF LOT 1 OF CERTIFIED SURVEY MAP NO. 1222, AND PART OF THE NW 1/4 OF THE NE 1/4, THE NE 1/4 OF THE NE 1/4 AND THE SW 1/4 OF THE NE 1/4 AND THE SE 1/4 OF THE NE 1/4, IN SECTION 4, TOWNSHIP 20 NORTH, RANGE 18 EAST, CITY OF APPLETON, CALUMET COUNTY, WISCONSIN.

CURVE TABLE

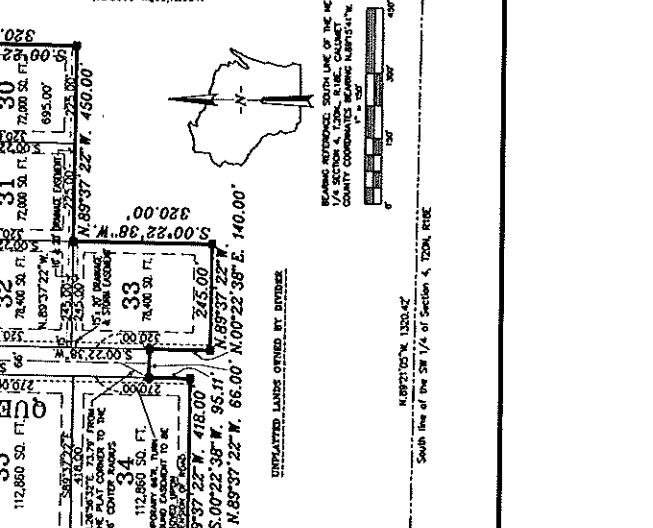
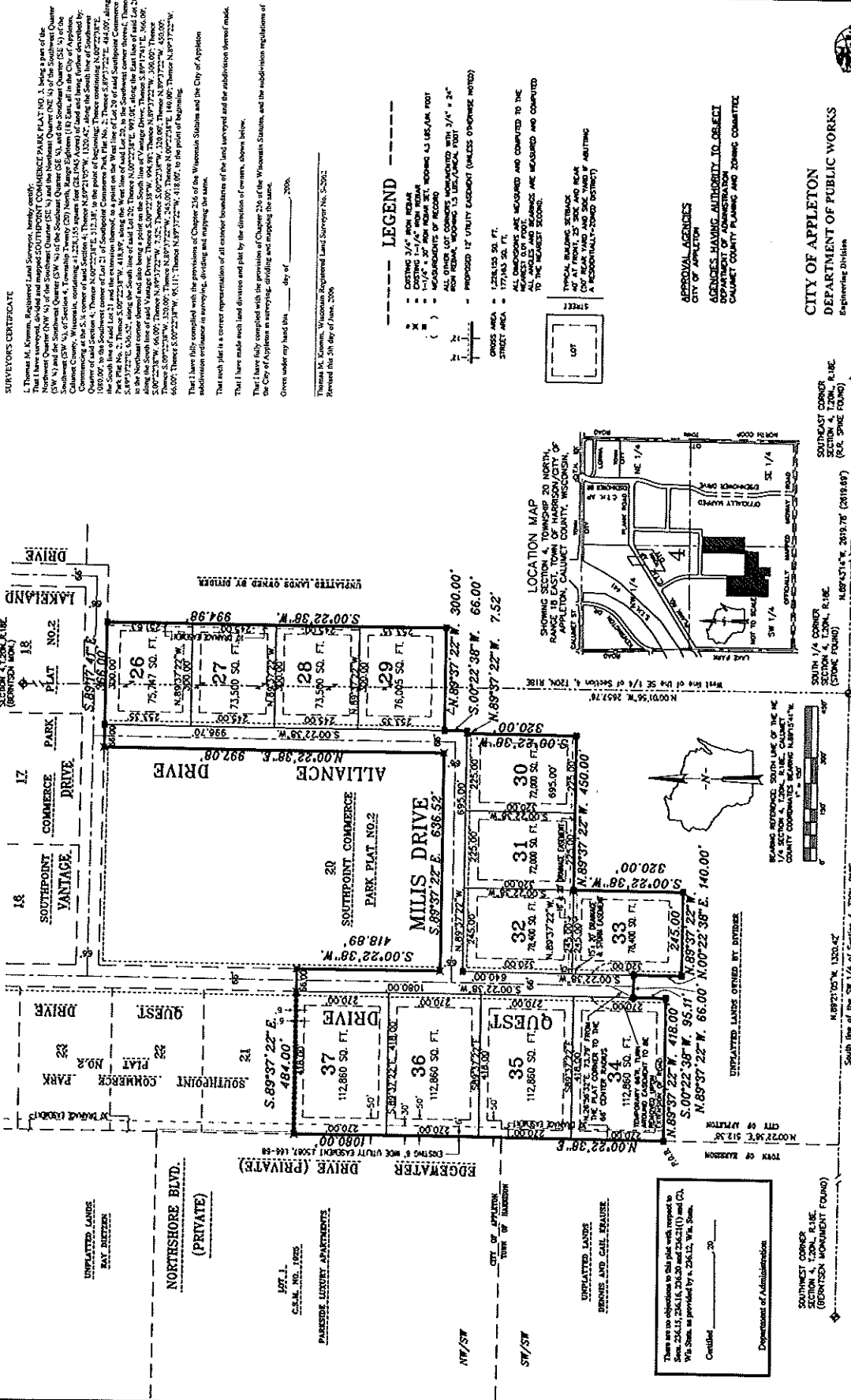
CHORD	ARC	ANGLE	TANGENT	SECANT	AREA
...



CITY OF APPLETON
 REGISTERED PROFESSIONAL SURVEYOR
 JOHN J. ...
 EAST V4 CORNER
 SECTION 4, TOWNSHIP 20 NORTH
 RANGE 18 EAST, CITY OF APPLETON, CALUMET COUNTY, WISCONSIN

SOUTHPOINT COMMERCIAL PARK PLAT NO. 3

PART OF THE NW 1/4 OF THE SE 1/4, THE NE 1/4 OF THE SW 1/4, THE SW 1/4 OF THE SE 1/4 AND THE SE 1/4 OF THE SW 1/4, IN SECTION 4, TOWNSHIP 20 NORTH, RANGE 18 EAST, CITY OF APPLETON, CALUMET COUNTY, WISCONSIN.



SURVEYOR'S CERTIFICATE

I, Thomas M. Kromm, Registered Land Surveyor, hereby certify:

That I have personally surveyed and located the boundaries of the land herein plat and the subdivision thereof made, that such plat is a correct representation of all exterior boundaries of the land surveyed and the subdivision thereof made.

That I have fully complied with the provisions of Chapter 236 of the Wisconsin Statutes, and the subdivision regulations of the City of Appleton in surveying, dividing and mapping the same.

Given under my hand this _____ day of _____, 2006.

Thomas M. Kromm, Wisconsin Registered Land Surveyor No. 52305.
 Revised this 30 day of June, 2006.

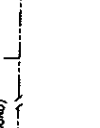
- LEGEND**
- () DISTINGUISHABLE BY BEARING
 - () DISTINGUISHABLE BY BEARING AND MEASUREMENT
 - () MEASUREMENTS OF RECORD
 - () ALL OTHER LOT CORNERS MONUMENTED WITH 3/4" x 3/4" IRON RODS, MONUMENTED 1/4" DIA. WOODEN POSTS
 - () MONUMENTED BY TRINITY EVIDENCE (UNLESS OTHERWISE NOTED)

APPROVAL AGENCIES

CITY OF APPLETON

AGENCIES HAVING AUTHORITY TO OBJECT

CALUMET COUNTY PLANNING AND ZONING COMMISSION



CITY OF APPLETON
 DEPARTMENT OF PUBLIC WORKS
 Engineering Division
 100 North Appleton Street
 Appleton, WI 54911
 (920) 832-474
 FAX (920) 832-449

Department of Administration

Southwest Corner
 Section 4, T20N, R18E,
 (BERTSON MONUMENT FOUND)

Department of Administration
 Certified _____ 20____

These plat is filed in accordance with the provisions of Chapter 236 of the Wisconsin Statutes and the subdivision regulations of the City of Appleton. The plat is a true and correct copy of the original as shown to the Department of Administration. A RETURNABLE RECORD DISTRICT.

THIS INSTRUMENT DRAFTED BY: T. KROMM

R-21 Chemical Root Foaming of Sanitary Sewers (#7792431)

Owner: Appleton WI, City of

Solicitor: Appleton WI, City of

05/17/2021 01:45 PM CDT

Section	Titl	Line Item	Item Description	UofM	Quantity	Duke's Root Control		
						Unit Price	Extension	
R-21	BASE	BID					\$22,321.61	
		1	8"/9" Sanitary Sewer	lin.ft.	5052	\$1.27	\$6,416.04	
		2	10" Sanitary Sewer	lin.ft.	4785	\$1.27	\$6,076.95	
		3	12" Sanitary Sewer	lin.ft.	3506	\$1.27	\$4,452.62	
		4	15" Sanitary Sewer	lin.ft.	1070	\$1.27	\$1,358.90	
		5	18" Sanitary Sewer	lin.ft.	395	\$3.98	\$1,572.10	
		6	21" Sanitary Sewer	lin.ft.	500	\$4.89	\$2,445.00	
Base Bid Total:								\$22,321.61



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

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

To: Chairperson Vered Meltzer and Members of the Utilities Committee

From: Utilities Deputy Director, Chris Stempa

Date: May 19, 2021

Re: Utilities Committee Action: Award the 2021 Secondary Clarifier Drive removal, Rebuild, and Reinstallation Contract to Sabel Mechanical in the amount of \$174,302 with 15% contingency of \$26,145 for a project total not to exceed \$200,447.

Utilities Committee Action: Award the Sole Source Purchase of Secondary Clarifier Drive Rebuild Parts through Evoqua Water Technologies LLC in the amount of \$105,964.

There are six secondary clarifiers located on the east/southeast side of the Appleton Wastewater Treatment Plant (AWWTP) campus. Each clarifier is 100 feet in diameter and 18 feet deep with a volume equal to 1,060,000 gallons. The clarifiers function as sedimentation tanks that remove flocs of biological growth generated in upstream activated sludge processes. The "mixed liquor" flow from activated sludge processes that contains the previously described floc is split between each of the six secondary clarifiers from which settled solids are collected for additional treatment. The treated water then flows downstream where it eventually is discharged to the Lower Fox River.

Each secondary clarifier is equipped with a continuously rotating collection mechanism for settled secondary sludge that is powered by Envirex HT60 drive units. The drive units were installed as part the major upgrades project in the early 1990's. The Utilities Department identified a 2021 CIP to replace all six drive units based on evidence of component wear and the potential for failure. A wholesale rebuild event commonly occurs every 10 years according to the manufacturer. The existing original drive units have now eclipsed the typical life expectancy of 25 years after continuous use. This is a testament to the robust construction of the clarifier equipment and the ongoing preventative maintenance program of staff.

In March 2021, an onsite inspection was performed to assess the condition of the clarifiers and determine if a rebuild option might be a viable alternative to complete replacement. The inspection revealed that the existing clarifier drives units were a good candidate for a rebuild. The rebuild option was anticipated to be up to 50% less than a wholesale replacement. A

preliminary cost for a complete drive replacement was solicited in 2020 which totaled \$561,000 (excludes engineering and contingency costs). The original equipment manufacturer (OEM) of the clarifier drives, Evoqua Water Technologies LLC (Evoqua), was asked to provide a separate lump sum cost as part of an off-site build that is described further within this memorandum. Evoqua would provide all necessary parts and services including a standard one-year warranty as part of their factory circular drive rebuild program.

REQUEST FOR QUOTATIONS: REMOVAL, REBUILD, AND REINSTALLATION:

Based on those findings of the clarifier inspection, a Request for Quotation (RFQ) process was advanced to solicit costs from reputable contractors who would be tasked to remove and reinstall the drive units along with performing various repairs to structural components outside of the drive mechanisms. The RFQ process was completed during April 2021. Quotes were solicited from three contractors that possessed prior experience with wastewater clarifier drive removal and reinstallation services. The quotes are summarized in Table 1. Sabel Mechanical (Sabel) provided the least cost quote and has successfully completed other project work for the Department of Utilities in the past.

Table 1: Secondary Clarifier Drive Work RFQ Summary

Company	Total
Sabel Mechanical	\$94,740
Staab Construction	\$138,884
August Winter & Sons	\$179,298

Upon receiving the quotes for removal and reinstallation services, Evoqua indicated that it has worked with select contractors in Wisconsin who have rebuilt the Envirex clarifier drive units for other wastewater treatment plants. Sabel is experienced with rebuilding Envirex clarifier drives at their facility in Fond du Lac, Wisconsin. As such, Sabel was asked to provide a competitive quote for rebuild services. Within this scenario, the itemized costs identified by Evoqua for replacement equipment and rebuild parts would remain the same as their original quote with the option remaining to the City to act upon rebuild services if desired. Sabel would still honor the standard one-year warranty that Evoqua offered as part of their factory circular drive rebuild program. The results of the quotation process are summarized in Table 2. The Sabel quote was \$29,938 less than Evoqua’s for rebuild services. Award of the rebuild services to Sabel would also significantly reduce the amount of time each clarifier would be out of service because of transportation logistics (Fond du Lac vs. Atlanta, Georgia). The total quoted cost from Sabel was \$174,302 after including the removal and reinstallation cost from Table 1 above.

Table 2: Secondary Clarifier Drive Rebuild Services

Description	Evoqua	Sabel
Rebuild Services	\$109,500	\$79,562

Note: with removal and reinstallation cost

REQUEST FOR QUOTATIONS – OEM SOLE SOURCE PARTS & REBUILD SERVICES

Evoqua provided a quotation for the necessary rebuild parts identified during the March 2, 2021 conditions assessment. As the Envirex HT60 clarifier OEM, Evoqua is the sole distributor of these parts required for the rebuild work. Table 3 summarizes the parts that will be provided by Evoqua as part of the sole source purchase which includes startup support as part of post rebuild commissioning.

Table 3: Evoqua Clarifier Drive Rebuild Parts Quote

Description	Evoqua Quote
WIPER-SKIMMER,3.5 X 70 X .19"TH,NEOPRENE	\$886.80
WIPER-SKIMMER,3.5 X 5.5 X .19"TH,NEOPRNE	\$274.20
WIPER-SKIMMER,5.5 X 7 X .19"THK,NEOPRENE	\$258.00
SQUEEGE-FLDZNG VANE,0.25 x 3 x -FT,NEOPRENE	\$2,745.00
SEAL-MANF, 3.625"W X 600"L X 0.25"THK	\$4,000.00
KIT,CLAMP W/BAND 50' X.62" FSTNRS & SPLC	\$900.00
FIELD SERVICE START UP (1) TRIPS - (1) DAY PER CLARIFIER	\$13,200.00
H60LT DRIVE REBUILD PARTS	\$82,500.00
SHIPPING	\$1,200
Total	\$105,964.00

SUMMARY

The combined not to exceed total cost for both actionable recommendations are 52% less than the contractor and equipment line-item amount allocated within the CIP budget (\$637,500). That number was based on a wholesale replacement because of various unknowns at the time with the existing 30-year old equipment. The rebuild work outlined above will provide a renewed life expectancy of 20-25 years which is comparable to new replacement clarifier drives.

RECOMMENDATION 1:

I am requesting an award of the Secondary Clarifier Drive Removal, Rebuild, and Reinstallation Contract to Sabel Mechanical as part of the “2021 Secondary Clarifier Rebuild Project” in the amount of \$174,302 with 15% contingency of \$26,145 for a project total not to exceed \$200,447.

RECOMMENDATION 2:

I am requesting sole source purchase award of Secondary Clarifier Drive Rebuild Parts through Evoqua Water Technologies LLC as part of “2021 Secondary Clarifier Rebuild Project” in the amount of \$105,964

If you have any questions or require additional information regarding this project please contact Chris Stempa at 920-832-5945.



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

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

To: Chairperson Vered Meltzer and Members of the Utilities Committee

From: Utilities Deputy Director, Chris Stempa

Date: May 19, 2021

Re: Utilities Committee Action: Award the 2021 Secondary Clarifier Drive removal, Rebuild, and Reinstallation Contract to Sabel Mechanical in the amount of \$174,302 with 15% contingency of \$26,145 for a project total not to exceed \$200,447.

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If you have any questions or require additional information regarding this project please contact Chris Stempa at 920-832-5945.



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

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

TO: Chairperson Vered Meltzer and Members of the Utilities Committee

FROM: Chris Stempa, Utilities Deputy Director

DATE: May 21, 2021

RE: *Approve Contract Amendment #1 to McMahan for 2021 Solids Dewatering Equipment Upgrades to increase for additional HVAC design and construction management services in the amount of \$27,000 resulting in a decrease to contingency from \$32,587 to \$5,587. Overall contract increased from \$325,872 to \$352,872*

BACKGROUND:

The Appleton Wastewater Treatment Plant (AWWTP) 2021 Solids Dewatering Equipment Upgrades Project engineering service contract was awarded to McMahan by Common Council on February 3, 2021.

The engineering services provided by McMahan will guide the rehabilitation of existing equipment which has reached its useful life and associated upgrades along with schedule of estimated costs that will address immediate and long-term needs. The final design shall consider cost, functionality, versatility, expandability, efficiency, and safety. The City will evaluate each design concept or alternative as part of Phase II work from which a project will be developed for construction in 2022 and 2023.

During the design process for 2021 Solids Dewatering Equipment Upgrades Project it was determined that a complete HVAC system upgrade within the V-Building is needed as opposed to a upgrades limited only to the solids dewatering floor. The requirements needed for the new dewatering equipment would cause unexpected consequences with the existing equipment. The completion the entire HVAC system would also maximize the overall system efficiency by including heat recovery and optimizations to the upper heating loop operation.

The intent of advancing Amendment #1 is to take advantage of HVAC design improvements identified within McMahan's existing contract and bundle it with the opportunity to optimize the greater HVAC system that is interconnected within V-Building.

SUMMARY

The cost of additional engineering design and construction management services outlined Contract Amendment #1 totals \$27,000. This amendment would result in the 2021 Solids Dewatering Equipment Upgrades contract with McMahon increasing from \$325,872 to \$352,872 and a decrease to contingency from \$32,587 to \$5,587. If you have any questions regarding this project, please contact Chris Stempa at ph: 832-5945.



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

TO: Chairperson Vered Meltzer and Members of the Utilities Committee

FROM: Environmental Programs Coordinator Brian Kreski

DATE: May 20, 2021

RE: *Award Biosolids Compost Processing Contract Extension to Hsu Growing Supply for an extended one (1) year term ending December 31, 2021.*

BACKGROUND:

The Appleton Wastewater Treatment Plant (AWWTP) has operated a biosolids compost facility since the fall of 2010. Since its conception, the AWWTP has successfully contracted with Hsu Growing Supply (Hsu) for compost processing services. Year-end 2020 marked the end of the fourth consecutive contract term with Hsu. The last Organic Recycling Contractor Services request for quote (RFQ) process was completed on March 1, 2017. At that time Hsu's was the only company of six to be responsive to the utility's RFQ. Reasons provided by the non-responsive companies included the inability to meet necessary qualifications, the inability to be competitive based on process frequency and distance to mobilize equipment, and/or the services requested were outside of their preferred business model.

2017 RFQ PROCESS:

In the 2017 RFQ process, proposing companies were asked to quote on specific processing volumes based on preferred compost operations. The Compost Program budget and contract award amount (over four years) is based on processing three "batches" of material annually for a total of 16,000 cubic yards (5,333 yards per batch).

Table 1: Organic Recycling Contractor Services Quotes

Company	Compost Processing			Stockpiling
	2,500 YD	5,000 YD	10,000 YD	3,500 YD
Hsu Growing Supply	\$19,125	\$26,250	\$42,500	\$12,075
Purple Cow Organics, LLC	DNQ			
Veolia	DNQ			
Soil Solutions	DNQ			
Synagro Technologies	DNQ			
Vandenberg Trucking	DNQ			

Note: DNQ: Did Not Quote

Contract language was developed within the 2017-2020 contract that allowed for a one year extension by mutual agreement. The proposed contract extension would maintain the existing pricing from the contract (see Table 1).

RECOMMENDATION:

I recommend a contract extension for organic recycling services for an additional year be awarded to Hsu for the term ending December 31, 2021. If you have any questions regarding this project, please contact Brian Kreski at 920-832-2316.

18-21

AN ORDINANCE AMENDING CHAPTER 23 OF THE MUNICIPAL CODE OF THE CITY OF APPLETON AND THE OFFICIAL ZONING MAP WHICH IS A PART THEREOF, BY MAKING THE FOLLOWING CHANGES IN THE DISTRICT AS NOW PROVIDED.

(City Plan Commission 6/2/2021)

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

Section 1: That Zoning Ordinance, Chapter 23 of the Municipal Code of the City of Appleton and the Official Zoning Map, which is a part thereof, is amended by making the following changes:

To rezone lands generally located south of Lawrence Street, west of Durkee Street, north of Water Street, and east of Morrison Street consisting of 15 parcels (Tax Id #31-2-0159-00, #31-2-0160-00, #31-2-0161-00, #31-2-0163-00, #31-2-0164-00, #31-2-0165-00, #31-2-0166-00, #31-2-0167-00, #31-2-0168-00, #31-2-0169-00, #31-2-0170-00, #31-2-0171-00, #31-2-0172-00, #31-2-0173-00, and #31-2-0174-00), including to the centerline of the adjacent South Morrison Street, East Lawrence Street, South Durkee Street, East Water Street, East Kimball Street, and South Oak Street right-of-way, from R-1B Single-Family District, R-3 Multi-Family District, and P-I Public Institutional District to CBD Central Business District. (Rezoning #4-21 – US Venture)

LEGAL DESCRIPTION:

Tax Id #31-2-0159-00, #31-2-0160-00, #31-2-0161-00, #31-2-0163-00, #31-2-0164-00, #31-2-0165-00, #31-2-0166-00, #31-2-0167-00, #31-2-0168-00, #31-2-0169-00, #31-2-0170-00, #31-2-0171-00, #31-2-0172-00, #31-2-0173-00, and #31-2-0174-00.

All of Lots 1, 2, the east 16.2 feet of Lot 3 and all of Lots 5 thru 14 inclusive in block 12 of the Appleton Plat, all in Government Lot 2, Section 26, Town 21 North, Range 17 East, City of Appleton, Outagamie County, Wisconsin. Including the adjacent one-half (1/2) right-of-way of South Morrison Street, East Lawrence Street, South Durkee Street, East Water Street, East Kimball Street, and South Oak Street.

COMMON DESCRIPTION:

15 parcels generally located south of Lawrence Street, west of Durkee Street, north of

Water Street, and east of Morrison Street, including to the centerline of existing adjacent right-of-way

Section 2: This Ordinance shall be in full force and effect from and after its passage and publication, and upon its passage and publication the Director of Community and Economic Development is authorized and directed to make the necessary changes to the Official Zoning Map in accordance with this Ordinance.