



City of Appleton

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

Meeting Agenda - Final Common Council

Wednesday, November 1, 2023

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

[23-1319](#) Common Council Meeting Minutes of October 18, 2023

Attachments: [CC Minutes 10-18-23.pdf](#)

- G. BUSINESS PRESENTED BY THE MAYOR

[23-1321](#)

Proclamations:

- Family Literacy Day
- Small Business Saturday
- Appleton High School DECA Week
- Runaway & Homeless Youth Prevention Month
- Native American Heritage Month

Attachments: [Family Literacy Day Proclamation.pdf](#)

[Small Business Saturday Proclamation.pdf](#)

[Appleton High Schools DECA Week Proclamation.pdf](#)

[Runaway and Homeless Youth Prevention Month Proclamation.pdf](#)

[Native American Heritage Month Proclamation.pdf](#)

[23-1322](#)

Public Art Committee Appointment

Attachments: [Nov 1 Public Art Committee Appt Memo.pdf](#)

- H. PUBLIC PARTICIPATION
- I. PUBLIC HEARINGS
- J. SPECIAL RESOLUTIONS
- K. ESTABLISH ORDER OF THE DAY
- L. COMMITTEE REPORTS
- 1. **MINUTES OF THE MUNICIPAL SERVICES COMMITTEE**

[23-1176](#) Request from Appleton Downtown Inc. for free ramp and meter parking on Small Business Saturday, November 25, 2023.

Attachments: [ADI Small Business Sat request.pdf](#)

Legislative History

10/9/23	Municipal Services Committee	recommended for approval
10/18/23	Common Council	referred to the Municipal Services Committee
10/23/23	Municipal Services Committee	recommended for approval

Amendment to allow free meter parking only on Small Business Saturday, November 25, 2023 8:00 am to 6:00 pm on that day. 5-0 passed

[23-1262](#) Request from Appleton Downtown Inc. and Creative Downtown Appleton for a Street Occupancy Permit to host the Holiday Tree Walk in conjunction with Light Up Appleton on November 11, 2023 - permit to run from November 10, 2023 to November 12, 2023.

Attachments: [ADI - Light Up Appleton.pdf](#)

Legislative History

10/23/23	Municipal Services Committee	recommended for approval
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[23-1263](#) Request from Anthony Utschig for a driveway extension appeal at 519 W. Sixth Street.

Attachments: [519 6th Street Driveway Extension Request.pdf](#)

Legislative History

10/23/23	Municipal Services Committee	recommended for approval
10/23/23	Municipal Services Committee	recommended for denial

[23-1264](#) Request from Egge Movers, Inc. to conduct a small building move from 225 N. Badger Ave to 1839 W. Winnebago Street.

Attachments: [Building Move 225 N. Badger Ave to 1839 W. Winnebago St.pdf](#)

Legislative History

10/23/23	Municipal Services Committee	recommended for approval
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2. MINUTES OF THE SAFETY AND LICENSING COMMITTEE

[23-1187](#) Recommended Denial of an Operator License for Katie Baxley

Attachments: [Katie Baxley Denial Letter.pdf](#)

[Katie Baxley License Application.pdf](#)

[Katie Baxley PD Letter.pdf](#)

Legislative History

10/25/23	Safety and Licensing Committee	recommended for approval
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10/25/23	Safety and Licensing Committee	reconsidered
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Motion to Reconsider Application since applicant showed up.

10/25/23	Safety and Licensing Committee	held
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Katie Baxley, appeared late and addressed the committee.

Chris Ferron, W5553 Harper Rd, Chilton, appeared and addressed the committee.

[23-1155](#) Cigarette and Tobacco Products Retail License application for JSH Corporation d/b/a The Dispo, located at 2929 N Richmond St Suite 1.

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

Legislative History

10/25/23	Safety and Licensing Committee	recommended for approval
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3. MINUTES OF THE CITY PLAN COMMISSION

[23-1227](#) Request to approve Special Use Permit #11-23 to expand an existing restaurant and outdoor sidewalk cafe with alcohol sales and consumption located at 204 East College Avenue into the adjacent property located at 206 East College Avenue (Tax Id #31-2-0313-00), as shown on the attached maps and per attached plan of operation, to run with the land subject to the conditions in the attached staff report and approve attached Resolution (2/3 vote of Common Council required for approval)

Attachments: [StaffReport_Antojitos_SUP_For10-25-23.pdf](#)

Legislative History

10/25/23 City Plan Commission recommended for approval

4. MINUTES OF THE PARKS AND RECREATION COMMITTEE

5. MINUTES OF THE FINANCE COMMITTEE

[23-1271](#) Request to approve Fourth Addition to Clearwater Creek Development Agreement

Attachments: [Clearwater Creek - Fourth Addn to Dev Agrm - 10-20-2023.pdf](#)
[Memo ClearwaterCreek4th DA 10232023.pdf](#)

Legislative History

10/23/23 Finance Committee recommended for approval

6. MINUTES OF THE COMMUNITY AND ECONOMIC DEVELOPMENT COMMITTEE

[23-1233](#) Request to approve City Program Funding for 2024 Community Development Block Grant (CDBG) Funding as specified in the attached document

Attachments: [CEDC_CDBG_Initial_Allocation_Memo.pdf](#)
[CDBG PY24 Request for Funds - Appleton Housing.pdf](#)

Legislative History

10/25/23 Community & Economic Development Committee recommended for approval

7. MINUTES OF THE UTILITIES COMMITTEE

8. MINUTES OF THE HUMAN RESOURCES & INFORMATION TECHNOLOGY COMMITTEE

[23-1245](#) Request to Approve the Valley Transit Teamsters 2024-2026 Contract Changes.

Attachments: [Valley Transit TA 10-16-23.pdf](#)
[Teamster Valley Transit 2021-2023.pdf](#)

Legislative History

10/25/23 Human Resources & Information Technology Committee recommended for approval

[23-1246](#) Approval of Alderperson Salaries.

Attachments: [HR-IT - Alderperson Raises Deadlines.pdf](#)
[Alderperson Compensation Survey.pdf](#)
[Elected Alderperson Salaries.pdf](#)

Legislative History

10/25/23 Human Resources & Information Technology Committee recommended for approval
Salary remains at \$6,750 annually and includes a parking pass.

9. MINUTES OF THE FOX CITIES TRANSIT COMMISSION

[23-1254](#) Approve Contract with SRF Consulting for Professional Services

Attachments: [SRF Memo.pdf](#)

Legislative History

10/24/23 Fox Cities Transit Commission recommended for approval

[23-1255](#) Authorize PO to Smart Spaces for Audio Visual Equipment

Attachments: [AV Equipment Memo.pdf](#)

Legislative History

10/24/23 Fox Cities Transit Commission recommended for approval

10. MINUTES OF THE BOARD OF HEALTH

M. CONSOLIDATED ACTION ITEMS

N. ITEMS HELD

O. ORDINANCES

[23-1320](#) Ordinance #155-23

Attachments: [Ordinances to Council 11-1-23.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

[23-1241](#)

Suspend the Council Rules to Cancel the January 3, 2024 & July 3, 2024
Common Council Meetings

S. ADJOURN

Kami Lynch, City Clerk

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

Remote meeting attendance may be permitted pursuant to Section 2-29 of the Appleton Municipal Code and Rules of Council.



City of Appleton

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

Meeting Minutes - Final Common Council

Wednesday, October 18, 2023

7:00 PM

Council Chambers

A. CALL TO ORDER

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

B. INVOCATION

The Invocation was offered by Alderperson Meltzer.

C. PLEDGE OF ALLEGIANCE TO THE FLAG

D. ROLL CALL OF ALDERPERSONS

All members were present.

Alderperson Croatt appeared virtually.

Present: 16 - Alderperson William Siebers, Alderperson Vered Meltzer, Alderperson Brad Firkus, Alderperson Israel Del Toro, Alderperson Katie Van Zeeland, Alderperson Denise Fenton, Alderperson Patrick Hayden, Alderperson Joss Thyssen, Alderperson Alex Schultz, Alderperson Vaya Jones, Alderperson Kristin Alfheim, Alderperson Nate Wolff, Alderperson Sheri Hartzheim, Alderperson Christopher Croatt, 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

[23-1206](#)

Common Council Meeting Minutes of October 4, 2023

Attachments: [CC Minutes 10-4-23.pdf](#)

Alderperson Hartzheim moved, seconded by Alderperson Meltzer, 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 Israel Del Toro, Alderperson Katie Van Zeeland, Alderperson Denise Fenton, Alderperson Patrick Hayden, Alderperson Joss Thyssen, Alderperson Alex Schultz, Alderperson Vaya Jones, Alderperson Kristin Alfheim, Alderperson Nate Wolff, Alderperson Sheri Hartzheim, Alderperson Christopher Croatt and Alderperson Chad Doran

Abstained: 1 - Mayor Jake Woodford

G. BUSINESS PRESENTED BY THE MAYOR

H. PUBLIC PARTICIPATION

*The following spoke regarding Item #23-1199 Neighborhood Grant Request:
Rebecca Zornow, 1009 N Oneida St.*

I. PUBLIC HEARINGS

[23-1136](#)

Public Hearing for Rezoning #7-23 Prospera Annexation (4704 N. Ballard Rd) from Temp AG Agricultural District & R-1A Single Family District to C-2 General Commercial District

Attachments: [RZ #7-23 Notice of Public Hearing.pdf](#)

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

J. SPECIAL RESOLUTIONS

K. ESTABLISH ORDER OF THE DAY

[23-1176](#)

Request from Appleton Downtown Inc. for free ramp and meter parking on Small Business Saturday, November 25, 2023.

Attachments: [ADI Small Business Sat request.pdf](#)

This Item was referred back to the Municipal Services Committee by Alderperson Hartzheim.

[23-1236](#)

Request to award an American Rescue Plan Act grant to Thompson Center on Lourdes, Inc. in the amount of \$1,000,000.

Attachments: [Thompson Center on Lourdes.pdf](#)

Alderperson Fenton moved, seconded by Alderperson Van Zeeland, that the ARPA grant award be approved. Roll Call. Motion carried by the following vote:

Aye: 13 - Alderperson William Siebers, Alderperson Vered Meltzer, Alderperson Brad Firkus, Alderperson Israel Del Toro, Alderperson Katie Van Zeeland, Alderperson Denise Fenton, Alderperson Patrick Hayden, Alderperson Joss Thyssen, Alderperson Alex Schultz, Alderperson Kristin Alfheim, Alderperson Nate Wolff, Alderperson Sheri Hartzheim and Alderperson Christopher Croatt

Nay: 1 - Alderperson Chad Doran

Abstained: 2 - Alderperson Vaya Jones and Mayor Jake Woodford

[23-1128](#)

Resolution #10-R-22, Alternate Lawe Street Truck Route.

Attachments: [2023.09.20 MSC Lawe Street Truck Route Memo.pdf](#)
[Lawe Street Attachments.pdf](#)
[10-R-22 Amended.pdf](#)
[AMENDED 10-R-22 Staff Memo.pdf](#)
[WisDOT functional class map appleton.pdf](#)
[10-R-22 Email Feedback 2023.09.25.pdf](#)

Amend to reinstate the original language of the Resolution

Aldersperson Meltzer moved, seconded by Aldersperson Wolff, that the Resolution be amended to restore the original language (removing the last two sentences that were added in Committee) of the Resolution. Roll Call. Motion carried by the following vote:

Aye: 11 - Aldersperson Vered Meltzer, Aldersperson Brad Firkus, Aldersperson Israel Del Toro, Aldersperson Denise Fenton, Aldersperson Patrick Hayden, Aldersperson Joss Thyssen, Aldersperson Alex Schultz, Aldersperson Vaya Jones, Aldersperson Kristin Alfheim, Aldersperson Nate Wolff and Aldersperson Christopher Croatt

Nay: 4 - Aldersperson William Siebers, Aldersperson Katie Van Zeeland, Aldersperson Sheri Hartzheim and Aldersperson Chad Doran

Abstained: 1 - Mayor Jake Woodford

Aldersperson Fenton moved, seconded by Aldersperson Van Zeeland, that the recommendation from Committee to deny the Resolution be approved as amended. Roll Call. Motion carried by the following vote:

Aye: 8 - Aldersperson William Siebers, Aldersperson Brad Firkus, Aldersperson Katie Van Zeeland, Aldersperson Denise Fenton, Aldersperson Vaya Jones, Aldersperson Kristin Alfheim, Aldersperson Sheri Hartzheim and Aldersperson Chad Doran

Nay: 6 - Aldersperson Vered Meltzer, Aldersperson Israel Del Toro, Aldersperson Patrick Hayden, Aldersperson Joss Thyssen, Aldersperson Nate Wolff and Aldersperson Christopher Croatt

Abstained: 2 - Aldersperson Alex Schultz and Mayor Jake Woodford

There was a Motion by Aldersperson Fenton, seconded by Aldersperson Van Zeeland, to reconsider this item. Motion carried 14/1 (Hartzheim) and the item was reconsidered.

A notwithstanding vote was requested.

Aldersperson Van Zeeland moved, seconded by Aldersperson Alfheim, that the Resolution be approved as amended. Roll Call. Motion carried by the following vote:

Aye: 8 - Aldersperson Vered Meltzer, Aldersperson Israel Del Toro, Aldersperson Denise Fenton, Aldersperson Patrick Hayden, Aldersperson Joss Thyssen, Aldersperson Alex Schultz, Aldersperson Nate Wolff and Aldersperson Christopher Croatt

Nay: 7 - Alderperson William Siebers, Alderperson Brad Firkus, Alderperson Katie Van Zeeland, Alderperson Vaya Jones, Alderperson Kristin Alfheim, Alderperson Sheri Hartzheim and Alderperson Chad Doran

Abstained: 1 - Mayor Jake Woodford

[23-1199](#)

Request to approve the Neighborhood Grant Program request submitted by the Historic Central Neighborhood

- Attachments:** [Memo_RequestForTNGP_HistoricCentral_For10-11-23.pdf](#)
[ApplicationSubmittedByHistoricCentralNeighborhood_10-02-23.pdf](#)
[HistoricCentral_BoundaryMap.pdf](#)
[SubjectAreaMap_HistoricCentral_TNGP.pdf](#)
[NGP Support Letter HCN.pdf](#)

Alderperson Del Toro moved, seconded by Alderperson Van Zeeland, that the Grant Request be approved. Roll Call. Motion carried by the following vote:

Aye: 15 - Alderperson William Siebers, Alderperson Vered Meltzer, Alderperson Brad Firkus, Alderperson Israel Del Toro, Alderperson Katie Van Zeeland, Alderperson Denise Fenton, Alderperson Patrick Hayden, Alderperson Joss Thyssen, Alderperson Alex Schultz, Alderperson Vaya Jones, Alderperson Kristin Alfheim, Alderperson Nate Wolff, Alderperson Sheri Hartzheim, Alderperson Christopher Croatt and Alderperson Chad Doran

Abstained: 1 - Mayor Jake Woodford

[23-1197](#)

Request to approve the following budget amendment:

2023 Jones Park Shade Project	-\$37,400
2022 City Hall Remodel Project	+\$37,400

for additional project costs (2/3 vote of Council required)

- Attachments:** [City Hall Renovation Project Budget Adjustment.pdf](#)

Alderperson Fenton moved, seconded by Alderperson Van Zeeland, that the Budget Amendment be approved. Roll Call. Motion carried by the following vote:

Aye: 14 - Alderperson William Siebers, Alderperson Vered Meltzer, Alderperson Brad Firkus, Alderperson Israel Del Toro, Alderperson Katie Van Zeeland, Alderperson Denise Fenton, Alderperson Patrick Hayden, Alderperson Joss Thyssen, Alderperson Vaya Jones, Alderperson Kristin Alfheim, Alderperson Nate Wolff, Alderperson Sheri Hartzheim, Alderperson Christopher Croatt and Alderperson Chad Doran

Nay: 1 - Alderperson Alex Schultz

Abstained: 1 - Mayor Jake Woodford

[23-1162](#)

Elected City of Appleton Attorney Compensation for May 2024 term.

Attachments: [Elected COA Attorney Compensation for May 2024 Term.pdf](#)

Alderson Doran moved, seconded by Alderson Alfheim, that the Compensation be amended to increase the salary by 3% for all years in the term. Roll Call. Motion failed by the following vote:

Aye: 7 - Alderson William Siebers, Alderson Brad Firkus, Alderson Katie Van Zeeland, Alderson Kristin Alfheim, Alderson Nate Wolff, Alderson Sheri Hartzheim and Alderson Chad Doran

Nay: 8 - Alderson Vered Meltzer, Alderson Israel Del Toro, Alderson Denise Fenton, Alderson Patrick Hayden, Alderson Joss Thyssen, Alderson Alex Schultz, Alderson Vaya Jones and Alderson Christopher Croatt

Abstained: 1 - Mayor Jake Woodford

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

Aye: 14 - Alderson William Siebers, Alderson Vered Meltzer, Alderson Brad Firkus, Alderson Katie Van Zeeland, Alderson Denise Fenton, Alderson Patrick Hayden, Alderson Joss Thyssen, Alderson Alex Schultz, Alderson Vaya Jones, Alderson Kristin Alfheim, Alderson Nate Wolff, Alderson Sheri Hartzheim, Alderson Christopher Croatt and Alderson Chad Doran

Nay: 1 - Alderson Israel Del Toro

Abstained: 1 - Mayor Jake Woodford

[23-1012](#)

Resolution #9-R-23 Mental Health Awareness & Services

Attachments: [#9-R-23 mental health awareness.pdf](#)

Alderson Fenton moved, seconded by Alderson Del Toro, that the Resolution be amended to add "Community Wellness, Mental Health & Violence Prevention" after \$1,000,000 ARPA allocation and to remove "and we will divide this money amongst organizations in our community." Roll Call. Motion carried by the following vote:

Aye: 8 - Alderson Israel Del Toro, Alderson Katie Van Zeeland, Alderson Denise Fenton, Alderson Patrick Hayden, Alderson Joss Thyssen, Alderson Alex Schultz, Alderson Nate Wolff and Alderson Christopher Croatt

Nay: 7 - Alderson William Siebers, Alderson Vered Meltzer, Alderson Brad Firkus, Alderson Vaya Jones, Alderson Kristin Alfheim, Alderson Sheri Hartzheim and Alderson Chad Doran

Abstained: 1 - Mayor Jake Woodford

Alderson Fenton moved, seconded by Alderson Del Toro, that the Resolution be approved as amended. Roll Call. Motion carried by the following vote:

Aye: 8 - Alderperson William Siebers, Alderperson Vered Meltzer, Alderperson Israel Del Toro, Alderperson Denise Fenton, Alderperson Patrick Hayden, Alderperson Joss Thyssen, Alderperson Alex Schultz and Alderperson Nate Wolff

Nay: 7 - Alderperson Brad Firkus, Alderperson Katie Van Zeeland, Alderperson Vaya Jones, Alderperson Kristin Alfheim, Alderperson Sheri Hartzheim, Alderperson Christopher Croatt and Alderperson Chad Doran

Abstained: 1 - Mayor Jake Woodford

L. COMMITTEE REPORTS

Balance of the action items on the agenda.

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

Aye: 15 - Alderperson William Siebers, Alderperson Vered Meltzer, Alderperson Brad Firkus, Alderperson Israel Del Toro, Alderperson Katie Van Zeeland, Alderperson Denise Fenton, Alderperson Patrick Hayden, Alderperson Joss Thyssen, Alderperson Alex Schultz, Alderperson Vaya Jones, Alderperson Kristin Alfheim, Alderperson Nate Wolff, Alderperson Sheri Hartzheim, Alderperson Christopher Croatt and Alderperson Chad Doran

Abstained: 1 - Mayor Jake Woodford

1. MINUTES OF THE MUNICIPAL SERVICES COMMITTEE

[23-1175](#)

Request from Alan Schmidt at 508 W. Wisconsin Avenue for a Terrace Occupancy Permit to keep an existing terrace flower garden in the street terrace along N. Alvin Street.

Attachments: [2023.10.03 508 W. Wisconsin Ave Terrace Occupancy Permit.pdf](#)

This Report Action Item was approved.

2. MINUTES OF THE SAFETY AND LICENSING COMMITTEE

3. MINUTES OF THE CITY PLAN COMMISSION

[23-1118](#)

Request to approve Rezoning #7-23 for the subject parcels located at 4704 N. Ballard Road (Tax Id #31-1-8008-00), including to the centerline of the adjacent right-of-way, and the adjacent land locked parcel directly to the east (Tax Id #31-1-8007-00), as shown on the attached maps, from Temporary AG Agricultural District and R-1A Single-Family District to C-2 General Commercial District

Attachments: [StaffReport_4704NBallardRdandParceltoEast_Rezoning_For9-27-23.pdf](#)

This Report Action Item was approved.

4. **MINUTES OF THE PARKS AND RECREATION COMMITTEE**

5. **MINUTES OF THE FINANCE COMMITTEE**

6. **MINUTES OF THE COMMUNITY AND ECONOMIC DEVELOPMENT COMMITTEE**

7. **MINUTES OF THE UTILITIES COMMITTEE**

[23-1180](#)

Approval to single source and award 2023C Stormwater Consulting Services Contract for assistance with the Interstate 41 Reconstruction Project to Brown and Caldwell in an amount not to exceed \$50,000.

Attachments: [2023C Single Source 41 Reconstruction Phase 2 BC award util memo.pdf](#)

This Report Action Item was approved.

[23-1181](#)

Second amendment 2023A Stormwater Management Plan Review contract with Brown and Caldwell by an increase of \$20,000 for a total contract amount not to exceed \$75,000.

Attachments: [2023A SWM Plan Review BC 2nd Amendment Memo Util Cmte.pdf](#)

This Report Action Item was approved.

[23-1182](#)

Approve wastewater rate increase of 7% for general service and special hauled waste service and increase compost fee to \$13/cu. yard to be effective January 1, 2024.

Attachments: [Memo 2024 Rate Increase.pdf](#)
[2024 Rate Sheet.pdf](#)

This Report Action Item was approved.

8. MINUTES OF THE HUMAN RESOURCES & INFORMATION TECHNOLOGY COMMITTEE

[23-1161](#) Lieutenant Over Hire Request.

Attachments: [Lt Overhire 2023.pdf](#)

This Report Action Item was approved.

[23-1163](#) City of Appleton Mayor Compensation for April 2024 Term.

Attachments: [COA Mayor Compensation for April 2024 Term.pdf](#)

This Report Action Item was approved.

9. MINUTES OF THE FOX CITIES TRANSIT COMMISSION

10. MINUTES OF THE BOARD OF HEALTH

[23-1152](#) AHD002_Creation and Maintenance of Procedures

Attachments: [ADH002_Creation and Maintenance of Procedures_10.02.2023.pdf](#)

This Report Action Item was approved.

M. CONSOLIDATED ACTION ITEMS

N. ITEMS HELD

O. ORDINANCES

[23-1207](#) Ordinances #153-23 and #154-23

Attachments: [Ordinances to Council 10-18-23.pdf](#)

Aldersperson Hartzheim moved, seconded by Aldersperson Fenton, that the Ordinances be approved. Roll Call. Motion carried by the following vote:

Aye: 15 - Aldersperson William Siebers, Aldersperson Vered Meltzer, Aldersperson Brad Firkus, Aldersperson Israel Del Toro, Aldersperson Katie Van Zeeland, Aldersperson Denise Fenton, Aldersperson Patrick Hayden, Aldersperson Joss Thyssen, Aldersperson Alex Schultz, Aldersperson Vaya Jones, Aldersperson Kristin Alfheim, Aldersperson Nate Wolff, Aldersperson Sheri Hartzheim, Aldersperson Christopher Croatt and Aldersperson 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

[23-1251](#) Resolution #11-R-23 Overnight Parking

Attachments: [#11-R-23 Overnight Parking.pdf](#)

R. OTHER COUNCIL BUSINESS

S. ADJOURN

Alderson Hartzheim moved, seconded by Alderson Wolff, that the meeting be adjourned at 8:01 p.m. Roll Call. Motion carried by the following vote:

Aye: 15 - Alderson William Siebers, Alderson Vered Meltzer, Alderson Brad Firkus, Alderson Israel Del Toro, Alderson Katie Van Zeeland, Alderson Denise Fenton, Alderson Patrick Hayden, Alderson Joss Thyssen, Alderson Alex Schultz, Alderson Vaya Jones, Alderson Kristin Alfheim, Alderson Nate Wolff, Alderson Sheri Hartzheim, Alderson Christopher Croatt and Alderson Chad Doran

Abstained: 1 - Mayor Jake Woodford

Kami Lynch, City Clerk

PROCLAMATION



Office of the Mayor

WHEREAS, National Family Literacy Day, established by the 103rd Congress in 1994, marks its 29th anniversary on November 1, and highlights the importance of reading and learning for the entire family while emphasizing the impact that parents and guardians have on their child's learning; and

WHEREAS, this day is celebrated across America each year, and focuses on special activities and events that showcase the importance of family literacy programs that empower families and build a nation of readers; and

WHEREAS, literacy programs across the United States will observe National Family Literacy Day by holding read-a-thons, book drives, workshops, and family activities at schools, libraries, and community centers to encourage literacy.

NOW, THEREFORE, BE IT RESOLVED, THAT I, JACOB A. WOODFORD, Mayor of the City of Appleton, Wisconsin, do hereby proclaim November 1, 2023, as

Family Literacy Day

in Appleton to underscore the importance of literacy, celebrate the joy of reading, encourage residents to promote literacy by reading together with children, and to extend deep appreciation to our local librarians, educators, and literacy service providers and our local chapter of the Daughters of the American Revolution for their tireless efforts to strengthen the literacy of our children and our community.

Signed and sealed this 24th day of October 2023.



JACOB A. WOODFORD
MAYOR OF APPLETON

PROCLAMATION



Office of the Mayor

WHEREAS, the City of Appleton celebrates our local small businesses and the contributions they make to our local economy and community; and

WHEREAS, support for small businesses directly impacts the local economy as \$.67 of every dollar spent at a local business is reinvested into our community; and

WHEREAS, supporting a local Fox Cities business supports jobs, boosts our local economy, and preserves our communities; small businesses employ nearly half of all private sector employees in the United States; and

WHEREAS, local advocacy groups such as the Fox Cities Chamber of Commerce, Appleton Downtown Inc., and the Appleton Northside Business Association, along with private organizations across the country have endorsed the Saturday after Thanksgiving Day, November 25, as Small Business Saturday.

NOW, THEREFORE, BE IT RESOLVED, THAT I, JACOB A. WOODFORD, Mayor of the City of Appleton, Wisconsin, do hereby proclaim November 25, 2023, as

Small Business Saturday

in Appleton and urge all Fox Cities residents to support small businesses and merchants on Small Business Saturday.



Signed and sealed this 24th day of October 2023.

JACOB A. WOODFORD
MAYOR OF APPLETON

PROCLAMATION



Office of the Mayor

WHEREAS, Distributive Education Clubs of American (DECA) enhance the co-curricular education of members through a comprehensive learning program that integrates into classroom instruction, applies learning, connects to business principles, and promotes competition; and

WHEREAS, DECA's activities assist in the development of academically prepared, community-oriented, professionally responsible future leaders; and

WHEREAS, the guiding principles of DECA are designed to demonstrate how the club fulfills its mission to prepare emerging leaders and entrepreneurs for marketing, finance, hospitality, and management professions; and

WHEREAS, DECA's attributes and values describe the club's priorities and standards, which include competence, innovation, integrity, and teamwork.

NOW, THEREFORE, BE IT RESOLVED, THAT I, JACOB A. WOODFORD, Mayor of the City of Appleton, Wisconsin, do hereby proclaim October 30-November 5, 2023, as

Appleton High Schools DECA Week

and encourage residents, businesses, and organizations to become familiar with the services and benefits offered by Appleton's high school DECA chapters, and to support and participate in these programs to prepare students for college and professional careers.

Signed and sealed this 24th day of October 2023.



JACOB A. WOODFORD
MAYOR OF APPLETON

PROCLAMATION



Office of the Mayor

WHEREAS, November is National Runaway and Homeless Youth Prevention Month; and

WHEREAS, National Runaway Prevention Month began in 2002 and is presented each year by the National Runaway Safeline, the federally designated national communication system for runaway and homeless youth; and

WHEREAS, runaway youth are often expelled from their home, have experienced trauma, struggle to meet their own basic needs, and are at increased danger of falling into high-risk situations, including human trafficking; and

WHEREAS, effective community programming to support runaway and homeless youth and their families succeeds because of partnerships created among youth, families, and youth-centered service organizations, community-based human service agencies, law enforcement, schools, and local businesses; and

WHEREAS, Home Base along with the Boys & Girls Club of the Fox Valley is delivering its annual Youth on the Move Wellness Fair event to raise awareness, support, and resources for young people in the community.

NOW, THEREFORE, BE IT RESOLVED, THAT I, JACOB A. WOODFORD, Mayor of the City of Appleton, Wisconsin, do hereby proclaim November 2023 as

Runaway & Homeless Youth Prevention Month

in Appleton and encourage all citizens to recognize the role we can all play in advocating for and providing safe alternatives to this vulnerable population of young people.

Signed and sealed this 24th day of October 2023.



JACOB A. WOODFORD
MAYOR OF APPLETON

PROCLAMATION



Office of the Mayor

WHEREAS, the City of Appleton is built on the ancestral homelands of the Menominee Nation; and

WHEREAS, Menominee Nation ceded this territory to the United States in the Treaty of the Cedars in 1836, with Chief Oshkosh representing the Menominee; and

WHEREAS, during National Native American Heritage Month, we celebrate the rich tapestry of Indigenous Peoples and honor their sacrifices, which we recognize as inextricably woven into the history of this country; and

WHEREAS, Native American Awareness Week began in 1976 and recognition was expanded by Congress and approved by President George Bush in August 1990, designating the entire month of November as National Native American Heritage Month; and

WHEREAS, to honor National Native American Heritage Month, community celebrations as well as numerous cultural, artistic, educational, and historical activities have been planned.

NOW, THEREFORE, BE IT RESOLVED, THAT I, JACOB A. WOODFORD, Mayor of the City of Appleton, Wisconsin, do hereby proclaim November 2023 as

Native American Heritage Month

in Appleton and urge all residents to observe this month with appropriate programs, ceremonies, and activities.

Signed and sealed this 24th day of October 2023.




JACOB A. WOODFORD
MAYOR OF APPLETON



"...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: October 26, 2023
RE: Confirmation of Committee Appointment

It is with pleasure that I present the following recommendation for your confirmation at the November 1, 2023, Common Council meeting.

APPLETON PUBLIC ART COMMITTEE – Appointment

Jayne M. Laste

Remaining Term Ends December 2024

Jayne is the sole proprietor of Jayne Laste Design Solutions, a local graphic design firm. Prior to her move to downtown Appleton, Jayne was the art director for a major Milwaukee-based publishing company, for which she received many design awards. Living in Appleton a little over a year, she has had opportunities to view much of Appleton's public art and looks forward to being part of future projects. A long-time art collector, Jayne understands the positive impact of public art and how it creates special events, moments, and places, in addition to its ability to help a city grow its brand and identity. She is interested in giving back to the community as a member of the Public Art Committee.

September 27, 2023

Dear Municipal Service Committee,

Small Business Saturday takes place on Saturday, November 25, 2023. As a relentless supporter of our thriving Downtown, and on behalf of our small business owners, Appleton Downtown, Inc. respectfully requests that November 25, 2023 be a "Park Free" day in Downtown Appleton. We ask that you please consider removing the paid parking requirement throughout the central business district, making all parking ramps and parking meters free to shoppers, diners and visitors of the Downtown.

Small Business Saturday began in 2010, as an initiative by American Express to encourage consumers to shop at small businesses. Projected spending among U.S. consumers who shopped at independent retailers and restaurants on Small Business Saturday reached an estimated \$17.9 billion according to the 2022 Small Business Saturday Consumer Insights Survey. American Express estimates that for every dollar spent at a small business, \$0.68 stays in that business's local economy. Keeping those dollars local, creates potential to boost revenue for our Downtown businesses.

ADI is proud to partner with ANBA to cooperatively promote Small Business Saturday through our annual Small Business Saturday Passport program. In 2022, we had 50+ Downtown businesses participate in the program and 20+ small businesses throughout the rest of Appleton. There were over 500 passports turned in by shoppers and almost 100 high-value prizes given away at random. The impact of the program and of Small Business Saturday can be seen not just Downtown, but throughout the City of Appleton as well.

Including a partnership with the City of Appleton Public Works Department to make parking free on Small Business Saturday will create a welcoming experience for shoppers. A "Park Free" day will allow consumers to shop freely, without the pressure of monitoring a meter or worrying about how many hours they are parked in a ramp.

ADI will work with the Downtown business owners to ensure on-street parking is reserved for shoppers, and not occupied by Downtown employees.

We greatly appreciate your consideration. Please let us know when this request will be placed on the agenda.

Sincerely,



Jennifer Stephany
Executive Director
Appleton Downtown Inc.



PERMIT TO OCCUPY THE PUBLIC RIGHT-OF-WAY

Permit #: - - -
Effective Date:
Expiration Date:
Fee: \$40.00
Paid (yes or no): Yes 5127-0003

Rev. 04-10-15

Applicant Information

Name (print): Meghan Petters
Address: 333 W. College Ave., Suite 100
Appleton, WI 54911
Company: Appleton Downtown, Inc. & Creative Downtown Appleton, Inc.
Telephone: 920-954-9112
FAX:
e-mail: meg@appleatondowntown.org
Applicant Signature: [Signature] Date: 10/10/2023

Occupancy Information

General Description: Holiday Tree Walk & decorating contest in conjunction w/ Light Up Appleton on 11/11/23. Downtown businesses will be asked to participate by decorating Christmas trees & placing them within the amenity area 11/10/23-11/12/23.

Street Address: - or - Street: College Avenue From: 900 W. College Ave. To: 300 E. College Ave. Tax Key No.:

(Department use only)

Occupancy Type

Sub-Type

Location

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

Additional Requirements

Plan/Sketch
Certificate of Insurance
Bond
Other:

Traffic Control Requirements

N/A

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

Type of Street:

Proposed Traffic Control:

Arterial/CBD
Collector
Local
City Manual Page(s)
State Manual Page(s)
Other (attach plan)

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.

APPROVED BY: (Department of Public Works)

DATE:

October 9, 2023

Danielle L. Block
City Of Appleton
100 N. Appleton Street
Appleton, WI 54911

Dear Ms. Block,

Appleton Downtown, Inc., along with Creative Downtown Appleton, Inc., would like to host a Holiday Tree Walk and decorating contest in conjunction with Light Up Appleton on November 11, 2023. Downtown businesses will be asked to participate by decorating real or artificial Christmas trees and placing them within the colored stamped amenity area adjacent to the sidewalk in front of their locations from November 10th through November 12th. We will instruct the businesses to display their trees in the appropriate location, using a sturdy stand, which is stabilized with weights or sandbags. The businesses will be directed to store their trees inside overnight. If wind gusts are expected, we will cancel or postpone the display.

We are requesting a Sidewalk Occupancy Permit to cover the amenity strip from 900 W. College Avenue through 300 E. College Avenue. We further request access and use of the landscape power for the tree lights. Store staff will set up their trees in the amenity strip beginning at 10:00 a.m. and will remove their trees by 8:00 p.m. We will not require any street closures for the tree walk.

Thank you for your consideration.

Sincerely,



Meghan Petters
Administrative & Events Assistant
Appleton Downtown, Inc.

Enclosure



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/23/2023

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

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


PRODUCER Truyma Haase Zahn Insurance Group 114 S Main St PO Box 6 Seymour, WI 54165	CONTACT NAME: PHONE (A/C, No, Ext): (920) 833-6871 FAX (A/C, No): (920) 833-6870 E-MAIL ADDRESS: info@thzins.com	
	INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED Appleton Downtown Inc PO Box 2272 Appleton, WI 54912	INSURER A: Secura Insurance 22543	
	INSURER B: The Hartford HARTF1	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	CP3301626	04/15/2022	04/15/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10000		CU3301635	04/15/2022	04/15/2023	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	83WECAC9T18	04/15/2022	04/15/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Directors & Officers Liability		CP3301626	4/15/2022	4/15/2023	Per Occurrence \$1,000,000
A	Liquor Liability		CP3301626	4/15/2022	4/15/2023	Per Occurrence \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Appleton as additional insured - when required by contract per form CGT1000
Commercial Umbrella follows forms of underlying policies.

CERTIFICATE HOLDER City of Appleton 100 N Appleton St Appleton, WI 54911	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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City of Appleton
Department of Public Works
100 N Appleton St
5th Floor
Appleton, WI 54911
920-832-6474

10/12/2023 03:29PM
005727-0003

MISCELLANEOUS

Description: Street
Occupancy Permit (PWISTO)
Reference 1: ADI-LIGHTU
Street Occupancy Permit
(PWISTO)

2023 Item: PWISTO
1 @ \$40.0000

Street Occupancy Permit
(PWISTO) \$40.00

\$40.00

Subtotal \$40.00
Total \$40.00

CHECK \$40.00
Check Number 012269

Change due \$0.00

Paid by: CREATIVE DOWNTOWN APPLETON INC

Thank you for your payment

CUSTOMER COPY

DEPARTMENT OF COMMUNITY DEVELOPMENT

100 North Appleton Street

Appleton, WI 54911

Phone (920) 832-6474

Fax (920) 832-6489

TO: Municipal Services Committee

FROM: Kurt W. Craanen, Inspections Supervisor
Danielle Block, Director of Public Works
Kara Homan, Director of Community Development

SUBJECT: 519 W. Sixth St. (31-3-0660-00) Driveway Extension Appeal

DATE: October 23, 2023

The owner of 519 W. Sixth St. submitted a plan to the Inspections Division to widen the front driveway twelve (12) feet, four (4) inches into the front yard. Section 19-91(f)(3) of the Municipal Code limits driveway extensions to four (4) feet into the front yard.

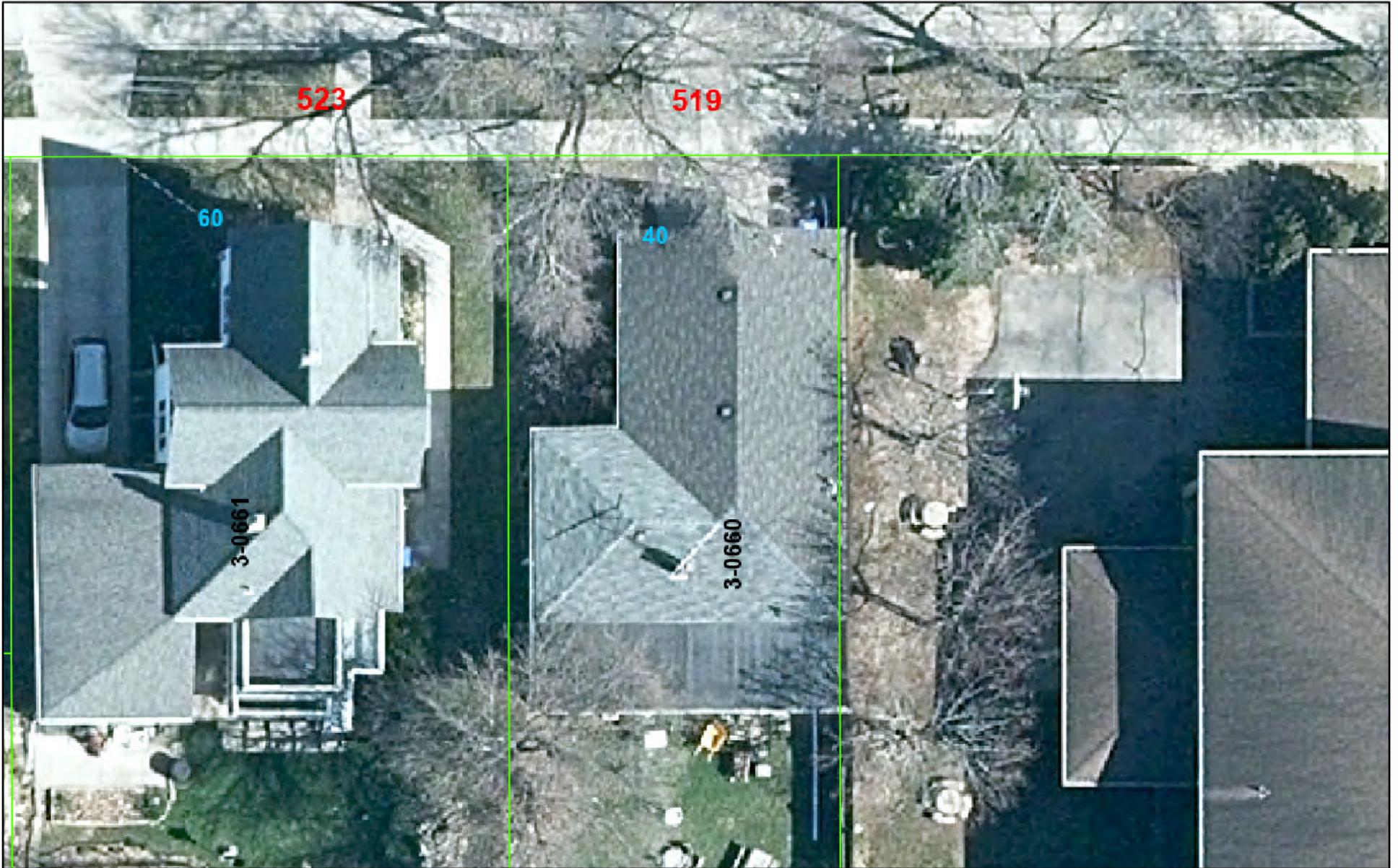
Section 19-91(g) of the Municipal Code states that appeals shall be heard by the Municipal Services Committee.

The owner claims the eleven (11) feet three (3) inches of driveway between the sidewalk and garage is not enough space to park a car and would like to park vehicles between the garage and house.



Staff does not support this plan because paving the front yard of a residential property is not consistent with Appleton's community standards for front yards.

The Department of Community Development recommends denial of the appeal to extend the driveway twelve (12) feet, four (4) inches into the front yard at 519 W. Sixth St.

ArcGIS Web Map

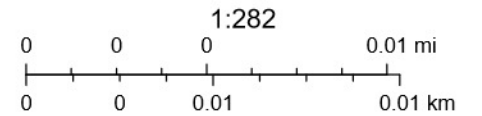


10/12/2023, 7:28:59 AM

-  City Limits
-  City Parcels

Address Text
Taxkey Text

Lot Dim Text



October 10, 2023

Kurt W. Craanen
Department of Public Works
Inspection Supervisor
100 North Appleton Street
Appleton, WI 54911

RE: 519 W. 6th Street
Anthony J. Utschig

Dear Mr. Craanen:

Attached is a drawing of 519 W. 6th Street. This drawing shows the proposed driveway, concrete parking area and apron for this residence. I am requesting that the City of Appleton approve this plan at its October 23, 2023, Council meeting.

The curbside of the apron remains at 20'6". The sidewalk portion of the apron remains the same on the east side. The apron is gradually expanded to 7' wider on the west side where it meets the north side of the sidewalk.

The existing driveway is only 11'3" long. As a result, it is not able to be used as a parking area. Sixth Street has no parking along either side of the street. Thus, visitors need to park on the adjacent side streets. When it is raining, visitors park on the grass to the west of the house, creating ruts where water collects. This plan expands the driveway parking area by 10' at the southside of the sidewalk, gradually widening to the west to a new parking area that is 12'4" wide, and deep enough for one vehicle to park. There is adequate room to the south of the parking area and to the east of the driveway for snow removal. The new parking area will have a slope that will be the same as the driveway on the east side and will have a gradual small downward slope from the south to north for the parking area all the way across the entire new section of concrete parking area, resulting in most of rainwater flowing to the curb.

I will bring this plan in to you personally on Tuesday, October 10, after three pictures of the area are developed. I want to provide a copy of this plan and the 3 pictures to three alderpersons. They are: the representative for the district that this

home is located in; the chairperson of the appropriate committee that reviews these plans; and to Alderman William Siebers, who I personally served with as an alderman in the late 1970's and early 1980's.

If you need any additional information, please let me know and I will provide it to you. Thank you for your assistance in this matter.

I also provided a copy of this plan to the neighbor who owns and lives next door at 523 W. 6th St., James and Ann Krueger. They have lived at this location for over 30 years and plan on continuing living there for quite some time. Attached is a letter prepared and signed by them, fully approving this plan. Their phone number is: 920-738-7372, which is a landline.


I am 73 years old. I let my brother, Allen, age 63, who is slightly developmentally disabled, and his 58-year-old friend live in this home rent free. My estate plan gives Allen the right to continue to live there rent free, until he either dies or becomes too disabled to live there. He is currently in fantastic health, partly due to living a stress-free life, because I take care of his unmet needs.

Unfortunately, I made previous plans to go to Arizona with other people on October 20, staying until December 20, 2023. I will thus not be able to attend the 10/23 City Council meeting. Time is of the essence regarding this request, because the existing torn out apron will be replaced sometime around mid-November. I will be available by cell phone. My cell number is 920-284-9685. If you need someone to be present, I will find a friend to appear.

Your timely approval of this request will be greatly appreciated.

Thank you.

Sincerely,

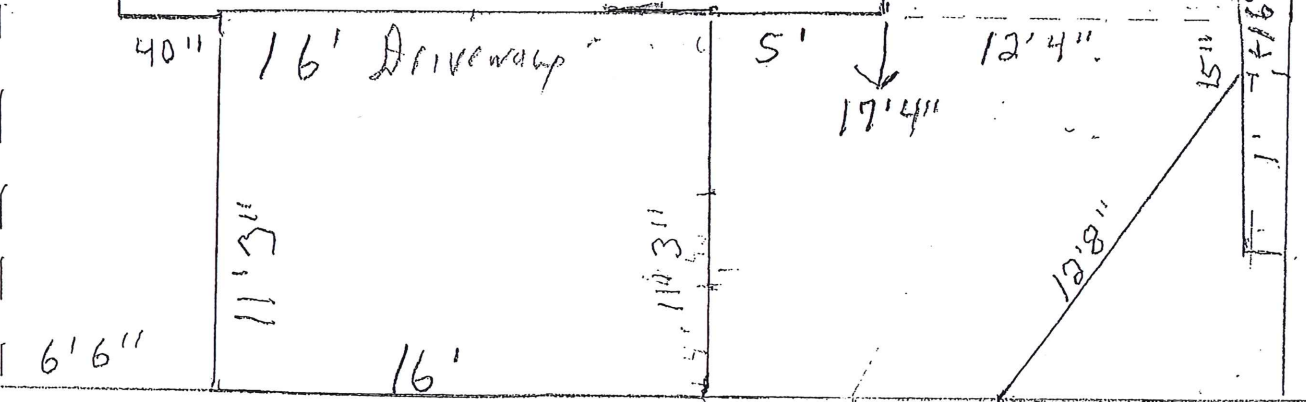
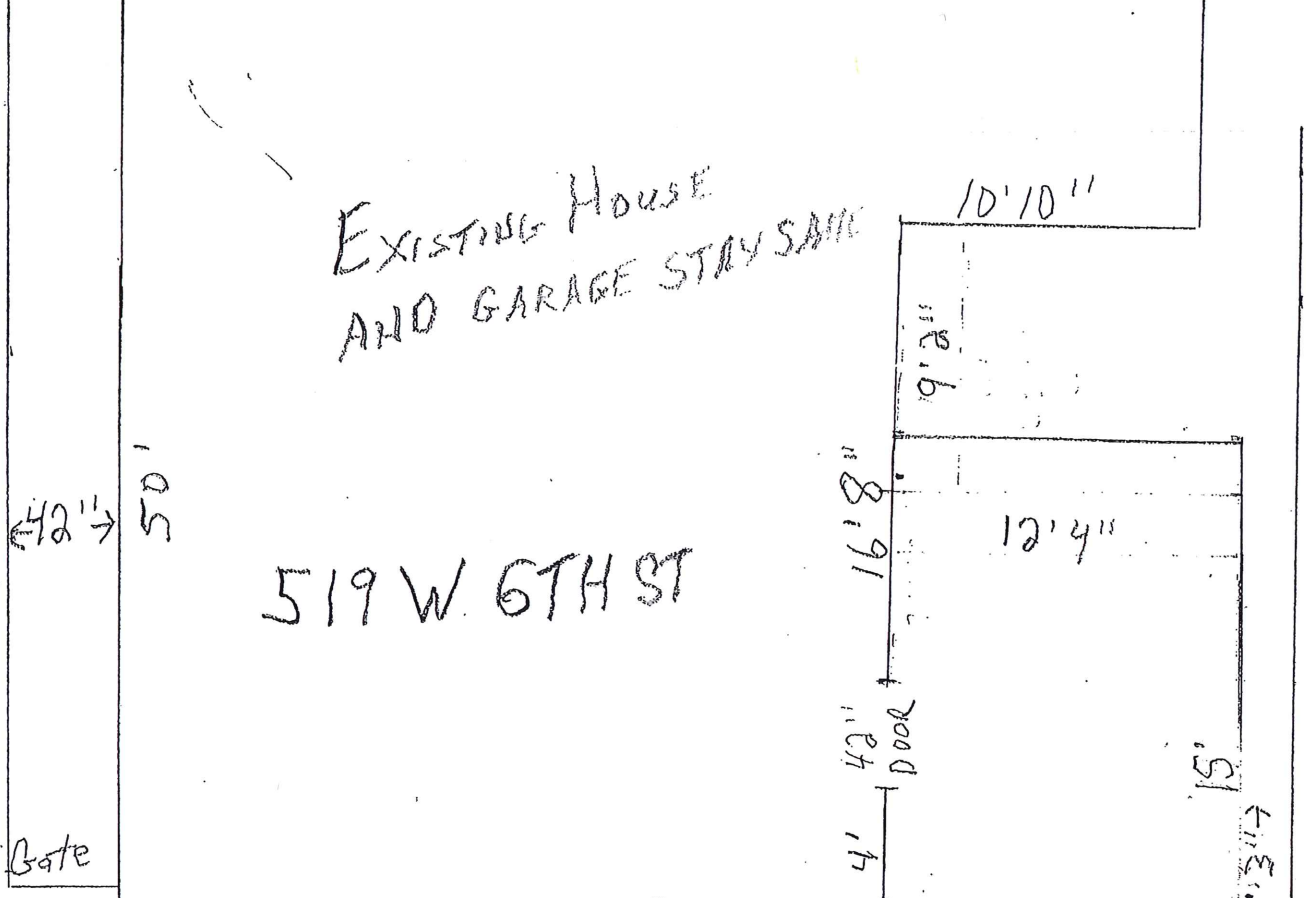

Anthony J. Utschig

2-1

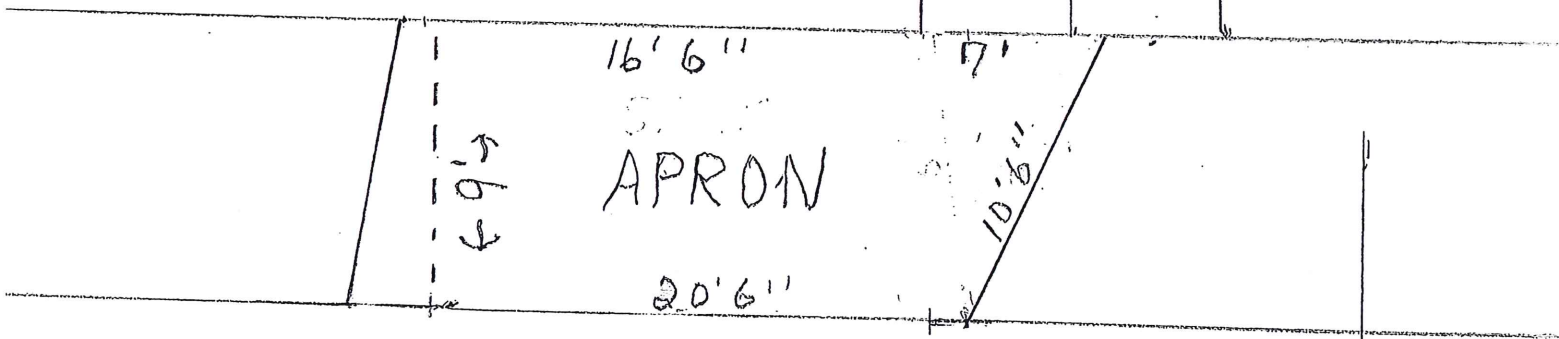
LOT LINE FENCE

EXISTING HOUSE AND GARAGE STAY SAME

519 W. 6TH ST



5' Sidewalk



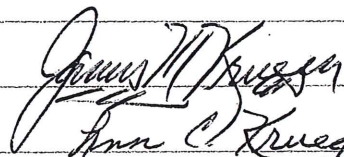

6th St

LOT LINE

OCT 9 2023

To whom it may concern;

We have no objection to Tony Utschig pouring a concrete parking slab next to the garage on his property, providing it does not cross the property line, which is clearly marked.

 JAMES M. KRUEGER
 ANN C. KRUEGER

Property Owners

523 W. Sixth St.

Appleton, WI 54911

RE: 519 W. Sixth St.

Appleton, WI 54911



519





DEPARTMENT OF PUBLIC WORKS

100 North Appleton Street

Appleton, WI 54911

TEL (920) 832-6474

FAX (920) 832-6489

MEMO

To: Municipal Services Committee
From: Danielle Block, P.E. Director of Public Works
Date: October 18, 2023
Re: Building Move 225 N. Badger Ave. to 1839 W. Winnebago St. – Street Occupancy Permit

The property owner at 225 N. Badger has applied for a Street Occupancy Permit to allow for a building to be moved from 225 N. Badger Avenue to 1839 W. Winnebago Street.. See the attached application information and proposed relocation route.

The applicant submitted the following project details:

- Axle load of truck = 23,000 lb. and trailer = 30,000 lb./dolly
- Dimensions of truck = 8'6" wide, 22' long
- Overall structure dimensions of truck and trailer loaded = 54' length, 20'10" height, 26' width

Section 4-206 of the Appleton City Code outlines requirements for relocating buildings within the City. Staff has reviewed the application and notes the following:

- Conditions as noted in the Permit to Occupy the Public Right-of-Way;
- Applicant must verify and coordinate with private utilities prior to move;
- Applicant must coordinate move once date is known with the Department of Public Works – Traffic Division and the Appleton Police Department.

Staff recommends approval of the Street Occupancy Permit. All required documentation has been submitted by the contractor.

DEPARTMENT OF COMMUNITY DEVELOPMENT

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

TO: Municipal Services Committee

FROM: Kurt W. Craanen, Inspections Supervisor
Danielle Block, Director of Public Works
Kara Homan, Director of Community Development

SUBJECT: Moving Building from 225 N. Badger Ave. to 1839 W. Winnebago St.

DATE: October 23, 2023

On October 4, 2023, our office received an application for a Building Moving Permit. The Appleton Area School District proposes moving the existing 32' x 24' storage building located at 225 N. Badger Ave. to 1839 W. Winnebago St.

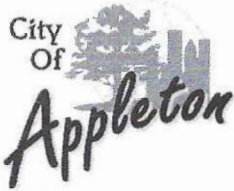
Section 4-408 of the Appleton City Code outlines requirements for relocating buildings within the City. The following are some of the specific requirements of that section:

- Section 4-408(b) requires that the Inspection Supervisor shall issue a permit only after it has been approved by the Municipal Services Committee and the Common Council.
- Section 4-408(c) specifies that the alderperson of the ward of the proposed relocation be notified. Alderperson Vaya Jones has been sent a letter regarding this project.
- Section 4-408(d) states that if 20% of the owners of property within one hundred (100) feet of the adjacent property protest the relocation, the permit may only be issued with a three-fourths ($\frac{3}{4}$) vote of the Common Council. The owners of the properties in this category have been sent a letter and a copy of this meeting's agenda.

The Appleton Area School District has been notified that once the building is moved to 1839 W. Winnebago St. it must pass a full inspection as if it is a new building.

The Department of Community Development recommends approval of the Moving Permit Application.

c: Darrin Glad



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): Kenneth J Shanahan Company: Edge Movers
 Address: 920 N Prairie Street Telephone: 608.583.2082 FAX: 608.583.2071
Lone Rock, WI 53550 e-mail: eggemovers@bugnot.net
 Applicant Signature: [Signature] Date: 10-17-23

Occupancy Information

General Description: Small building move
 Street Address: _____ Tax Key No.: _____
 - or -
 Street: From: 225 N Badger Ave To: 1839 W Winnebago St.
Appleton, WI 54914 Appleton, WI 54914
 Multiple Streets: _____

(Department use only)

Occupancy Type	Sub-Type	Location
<input type="checkbox"/> Permanent (\$40)	<input type="checkbox"/> Sandwich Board	<input type="checkbox"/> Sidewalk
<input checked="" type="checkbox"/> Temporary - max. 35 days (\$40)	<input type="checkbox"/> Tables / Chairs	<input type="checkbox"/> Terrace
<input type="checkbox"/> Amenity/Annual (\$40)	<input type="checkbox"/> Dumpster	<input checked="" type="checkbox"/> Roadway
<input type="checkbox"/> Blanket/Annual (\$250)	<input type="checkbox"/> POD / Container	
<input type="checkbox"/> Block Party (\$15)	<input checked="" type="checkbox"/> Obstruction / Other	

Additional Requirements

Plan/Sketch Certificate of Insurance Bond \$5,000 Permit Bond
 Other: _____

Traffic Control Requirements

N/A Contact Traffic Division (832-2379) 1 business day prior to any lane closure, or 2 business days prior to a full road closure.
 Type of Street: Arterial/CBD Collector Local
 Proposed Traffic Control: City Manual Page(s) State Manual Page(s) Other (attach plan)
 Approved by: _____ Date: _____
 Additional Requirements:
Route Reviewed by DPW Traffic. Applicant be aware of City Traffic Signals and signage.

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. Applicant is responsible for private utility locates and coordination at, below and above ground. Prior notification to DPW, APD and AFD of move date.
6. Section 4-206 to 4-212 of City Code must be followed.

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. By applying for and accepting this permit, the applicant assumes full liability and/or any costs incurred by the City for corrective work required to bring the subject area into compliance with said ordinances, standards, policies and permit conditions. No occupancy shall occur prior to approval of this permit by the Department of Public Works.

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/6/2023

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

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


PRODUCER Maguire Agency 1970 Oakcrest Avenue, Suite 300 Roseville, MN 55113	CONTACT NAME: Housemover PHONE (A/C, No, Ext): (651) 638-9100 E-MAIL ADDRESS: msundeen@maguireagency.com	FAX (A/C, No): (651) 638-9762
	INSURER(S) AFFORDING COVERAGE	
INSURED Egge Movers, LLC 120 N. Prairie St. Lone Rock, WI 53556	INSURER A: Nova Casualty Company NAIC # 42552	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			MSMML100004501	3/11/2023	3/11/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			MSMML100004501	3/11/2023	3/11/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Cargo			MSMML100004501	3/11/2023	3/11/2024	ACV (\$2,500 Ded.) 150,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER City of Appleton	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

**IR 4.1 – Razing or Moving Buildings or Material
City of Appleton
Insurance Requirements**

Project: _____

The contract or purchase order is not considered approved and the Contractor shall not commence work until proof of the required insurance has been provided to the applicable department for the City of Appleton.

It is hereby agreed and understood that the insurance required by the City of Appleton is primary coverage and any insurance or self-insurance maintained by the City of Appleton, its officers, council members, agents, employees or authorized volunteers will not contribute to a loss. All insurance shall be in full force prior to commencing work and remain in force until the entire job is completed or the length of time specified in the contract or listed below, whichever is longer.

1. INSURANCE REQUIREMENTS FOR CONTRACTOR

Commercial General Liability coverage at least as broad as Insurance Services Office Commercial General Liability Form, including coverage for Products Liability, Completed Operations, Contractual Liability, and Explosion, Collapse, Underground coverage with the following minimum limits and coverage:

- Each occurrence limit..... \$1,000,000
- Personal and Advertising Injury limit..... \$1,000,000
- General aggregate limit (other than products/completed operations) **per project** \$2,000,000
- Products/Completed Operations aggregate..... \$2,000,000
NOTE: Coverage must be carried for two years after acceptance of completed work.
- Fire Damage limit – any one fire \$50,000
- Medical Expense limit – per person..... \$5,000

Automobile Liability coverage at least as broad as Insurance Services Office Business Automobile Form with \$1,000,000 minimum limits combined single limit per accident for Bodily Injury and Property Damage, provided on a Symbol #1 - “Any Auto” basis.

Workers’ Compensation as required by the State of Wisconsin and employers liability insurance with sufficient limits to meet underlying umbrella liability insurance requirements. If applicable for the work coverage must include Maritime (Jones Act) or Longshoremen’s and Harbor Workers Act coverage.

Umbrella Liability coverage at least as broad as the underlying commercial general Liability, automobile liability and employers liability, with a minimum limit of

- Each occurrence..... \$2,000,000
- Aggregate \$2,000,000
- Maximum self-insured retention..... \$10,000

Builder’s Risk/Installation Floater/Contractor’s Equipment or Property: If applicable the contractor is responsible for loss and coverage for these exposures. The City of Appleton will not assume responsibility for loss, including loss of use, or damage to property, materials, tools, equipment and items of a similar nature which are being used in the work being performed by the contractor or its subcontractors or are to be built, installed or erected by the contractor or subcontractors.

Bond Requirements: Per Municipal Code Sec. 4-207

- **License and Permit Bond:** The Contractor will provide to the City a License and Permit Bond in the amount of \$5,000 or the amount stipulated in the City of Appleton’s Municipal Code Section 4.
- **Acceptability of Bonding Company:** The Permit Bond shall be placed with a bonding company with an *A.M. Best* rating of no less than A- and a Financial Size Category of no less than Class VI.

2. APPLICABLE TO CONTRACTORS/SUBCONTRACTORS/SUB-SUB CONTRACTORS

- **Primary and Non-Contributory requirement – All insurance must be primary and non-contributory to any insurance or self-insurance carried by the City of Appleton.**
- **Acceptability of Insurers:** Insurance is to be placed with insurers who have an *A.M. Best* rating of no less than A- and a Financial Size Category of no less than Class VI, and who are authorized as an admitted insurance company in the state of Wisconsin.
- **Additional Insured Requirements: The City of Appleton, and its officers, council members, agents, employees and authorized volunteers must be named as additional insureds on all liability policies for liability arising out of project. On the Commercial General Liability Policy, the additional insured coverage must be ISO form CG 20 10 07 04 and also include Products – Completed Operations equivalent to ISO form CG 20 37 07 04 or their equivalents for a minimum of 2 years after acceptance of work. This does not apply to Workers Compensation Policies.**
- Certificates of Insurance acceptable to the City of Appleton shall be submitted prior to commencement of the work and shall contain a provision that coverage afforded under the policies will not be canceled or non-renewed until at least 30 days’ prior written notice has been given to the City of Appleton. **In addition form CG 20 10 07 04 for ongoing work exposure and form CG 20 37 07 04 for products-completed operations exposure or its equivalent must also be provided.**

3. INSURANCE REQUIREMENTS FOR SUBCONTRACTOR

All sub-contractors shall be required to obtain Commercial General Liability, Automobile Liability, Worker's Compensation, Employer's Liability and if applicable, Watercraft Liability, Aircraft Liability and Unmanned Aircraft Liability insurance. This insurance shall be as and with the same coverage limits as those required of the Contractor.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK –
REQUIREMENTS CONTINUE ON THE FOLLOWING PAGE

The following additional coverages are required where the corresponding box is checked. In addition, Contractor shall be responsible for consulting with its insurance carrier to determine whether any of the other following coverages should be carried based upon the specific project:

- Bond Requirements**
 - **Bid Bond:** The Contractor's Bid Bond equal to 5% of the contract shall accompany the bid for the project.
 - **Payment and Performance Bond:** If awarded the contract, the Contractor will provide to the Owner a Payment and Performance Bond in the amount of the contract price, covering faithful performance of the contract and payment of obligations arising thereunder, as stipulated in bidding requirements, or specifically required in the contract documents on the date of the contract's execution.
 - **Acceptability of Bonding Company:** The Bid, Payment and Performance Bonds shall be placed with a bonding company with an *A.M. Best* rating of no less than A- and a Financial Size Category of no less than Class VI.
 - **License and Permit Bond:** The Contractor will provide to the City a License and Permit Bond in the amount stipulated in Appleton's Municipal Code.

- Property Insurance Coverage (Builder's Risk) to be provided by the Contractor**
 - The property insurance must include engineering or architect fees and must equal the bid amount, plus any change orders.
 - Coverage includes property on the work site/s, property in transit and property stored off the work site/s.
 - Coverage will be on a **Replacement Cost basis**.
 - The City of Appleton, consultants, architects, architect consultants, engineers, engineer consultants, contractors and subcontractors will be added as named insureds to the policy.
 - Coverage must include collapse and be written on a "special perils" or "all risk" perils basis.
 - Coverage must include water damage (including, but not limited to, flood, surface water, hydrostatic pressure) and earth movement.
 - Coverage must include testing and start up.
 - Coverage must include boiler and machinery if the exposure exists.
 - Coverage must include engineers' and architects' fees.
 - Coverage must include building ordinance or law coverage with a limit of 5% of the contract amount.
 - The policy must cover/allow partial utilization by owner.
 - Coverage must include a "waiver of subrogation" against any named insureds or additional insureds.
 - Contractor is responsible for all deductibles and coinsurance penalties.

- Pollution Liability – Contractors; Motor Vehicle/Automobile; Professional; Environmental Consultants/Engineers**
 - Definition of “Covered Operations” in the policy must include the type of work being done for the City of Appleton
 - Limits of Liability:
 - \$500,000 each loss for bodily injury, property damage, environmental damage
 - \$1,000,000 Aggregate for bodily injury, property damage, environmental damage (environmental damage includes pollution and clean-up costs)
 - Deductible must be paid by the Contractor, consultants/engineers
 - The City of Appleton, its Council members and employees must be Additional Insureds
 - The policy must also cover subcontractors
 - Specify if “Wrongful Delivery” is covered
 - Must cover motor vehicle loading and unloading and show on Certificate of Insurance
 - Certificate of Insurance must state:
 - If the policy is an Occurrence or a Claims Made Form
 - If the defense costs reduce the limit of liability
 - If the policy covers motor vehicle loading and unloading claims
 - If there is an underground storage tank or a super fund exclusion
 - If there is a Contractual Liability Exclusion
 - If Bodily Injury includes mental anguish and emotional distress

- Aircraft Liability** insurance with a limit of \$3,000,000 per occurrence for bodily injury and property damage including passenger liability and slung cargo if the project includes the use or operation of any aircraft or helicopter.

- Unmanned Aircraft Liability** insurance with a limit of \$1,000,000 per occurrence for bodily injury, property damage liability, and invasion of privacy liability if the project includes the use of or operation of any unmanned aircraft (drones).

- Watercraft Liability insurance** with a limit of \$1,000,000 per occurrence for bodily injury and property damage if the project includes the use of and/or operation of any watercraft

- Cyber Liability and Technology Errors and Omissions Insurance**
 - Per occurrence..... \$100,000

- Commercial Crime Policy**
 - Per Occurrence \$100,000

Last Review: 12/2021



Effective Date: October 6th, 2023

Western Surety Company

LICENSE AND PERMIT BOND

KNOW ALL PERSONS BY THESE PRESENTS:

Bond No. 66820442

That we, Egge Movers, LLC

of Lone Rock, State of Wisconsin, as Principal,
and WESTERN SURETY COMPANY, a corporation duly licensed to do surety business in the State of

Wisconsin, as Surety, are held and firmly bound unto the

City of Appleton, State of Wisconsin, as Obligee, in the penal

sum of Five Thousand and 00/100 DOLLARS (\$5,000.00),
lawful money of the United States, to be paid to the Obligee, for which payment well and truly to be made,
we bind ourselves and our legal representatives, firmly by these presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the Principal has been
licensed House Mover

by the Obligee.

NOW THEREFORE, if the Principal shall faithfully perform the duties and in all things comply
with the laws and ordinances, including all amendments thereto, pertaining to the license or permit
applied for, then this obligation to be void, otherwise to remain in full force and effect until
October 6th, 2024, unless renewed by Continuation Certificate.

This bond may be terminated at any time by the Surety upon sending notice in writing, by First Class
U.S. Mail, to the Obligee and to the Principal at the address last known to the Surety, and at the expiration
of thirty-five (35) days from the mailing of said notice, this bond shall ipso facto terminate and the Surety
shall thereupon be relieved from any liability for any acts or omissions of the Principal subsequent to said
date. Regardless of the number of years this bond shall continue in force, the number of claims made
against this bond, and the number of premiums which shall be payable or paid, the Surety's total limit of
liability shall not be cumulative from year to year or period to period, and in no event shall the Surety's total
liability for all claims exceed the amount set forth above. Any revision of the bond amount shall not be
cumulative.

Dated this 6th day of October, 2023.

Egge Movers, LLC

Principal

Principal

WESTERN SURETY COMPANY

By

Larry Kasten, Vice President



Step 1: Select Payments

Step 2: Review and Submit

Step 3: Confirmation and Receipt

Step 3: Confirmation and Receipt

Result: Payment Authorized Confirmation Number: 144308460

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

The City of Appleton thanks you for your payment. For questions about your account, please call 920-832-6474 Thank you for using our bill payment services.

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

My Bills

Description	Amount
Street Occupancy payment of \$40.00 on PermitDescription TM	\$40.00
Subtotal:	\$40.00
Convenience Fee:	\$1.50
Total Payment:	\$41.50

Customer Information

First Name: Kenneth
 Last Name: Shanahan
 Address Line 1: 920 N Prairie Street
 Address Line 2:
 City: Lone Rock
 State: Wisconsin
 Zip Code: 53556
 Phone Number: 608-606-1567
 Email Address: eggemovers@bugnet.net

Payment Information

Payment Date: 10/18/2023
 Check Routing Number: 075903116
 Check Account Number: *****97
 Account type: Checking

Print

DEPARTMENT OF COMMUNITY DEVELOPMENT

100 North Appleton Street

Appleton, WI 54911

Phone (920) 832-6474

Fax (920) 832-6489

TO: Alderperson Vaya Jones

FROM: Kurt W. Craanen, Inspections Supervisor

SUBJECT: Moving Building from 225 N. Badger Ave. to 1839 W. Winnebago St.

DATE: October 13, 2023

On October 4, 2023, our office received an application for a Building Moving Permit. The Appleton Area School District proposes moving the existing 32' x 24' storage building located at 225 N. Badger Ave. to 1839 W. Winnebago St.

Section 4-408(c) specifies that the alderperson of the ward of the proposed relocation be notified.

Section 4-408(d) states that if 20% of the owners of property within one hundred (100) feet of the adjacent property protest the relocation, the permit may only be issued with a three-fourths ($\frac{3}{4}$) vote of the Common Council. The owners of the properties in this category have been sent a letter and a copy of this meeting's agenda.

The Appleton Area School District has been notified that once the building is moved to 1839 W. Winnebago St. it must pass a full inspection as if it is a new building.

This item will be on the agenda for the Municipal Services Agenda on October 23, 2023, at 4:30 pm.

c: Kara Homan

**DEPARTMENT OF COMMUNITY
DEVELOPMENT
Inspection Division
100 North Appleton Street
Appleton, WI 54911
TEL (920) 832-6411
FAX (920) 832-6464**

October 11, 2023

«Owner_Name»
«Owner_Address»
«Owner_City_State_ZIP»

RE: Relocation of building at 225 N. Badger St. (31-5-1730-01), to 1839 W. Winnebago St. (31-5-1463-00)

Dear «Owner_Name»:

On Monday, October 23, 2023, the Municipal Services Committee will be deliberating on an issue in your property's neighborhood. An application to move a building has been submitted to the City of Appleton Inspection Division. The Appleton Area School District is proposing to move a building currently located at 225 N. Badger Ave. to 1825 W. Winnebago St.

According to Section 4-208(d) of the Appleton City Code, a relocation shall not be made if there is a protest of the relocation by 20% of the owners within 100 feet of this property. Your property at «Property_Address» is within 100 feet from 1839 W. Winnebago St.

The Municipal Services Committee will be discussing this agenda item October 23, 2023. This meeting will be held in City Hall Council Chambers 6th Floor at 4:30pm.

If you have any questions regarding this agenda item, please contact me at (920) 832-6413.

Sincerely,

Kurt W. Craanen
Inspection Supervisor

cc: Dani Block
Kara Homan



Oct 16, 2023 at 2:57:24 PM
1001-1083 W Washington St
Appleton WI 54914
United States

City of Appleton
 Inspection Division 100 N. Appleton St. Appleton WI 54911
 Phone (920) 832-6411 Fax (920) 832-6464

Permit No. _____
 Key No. 5-1463-00
 Receipt # X143602521
 Permit Fee: 50.00

BUILDING PERMIT

Date: 10/4/23

Owner/Contractor Edge Movers LLC Project Address 1839 W- Winnebago St
 Project Type Moving Buildings - Shed Estimated Completion Date: 11/1/23
 Lot # _____ Subdivision _____ Zoning PI
 Comments Moving garage from 225 N- Badger Ave to 1839 W- Winnebago St

Why Issued		Type of Building	
<input type="checkbox"/> New Building	<input type="checkbox"/> Moving	<input type="checkbox"/> One Family	<input checked="" type="checkbox"/> Garage-Attached
<input type="checkbox"/> Addition	<input type="checkbox"/> Siding	<input type="checkbox"/> Two Family	<input type="checkbox"/> Garage-Separate
<input type="checkbox"/> Remodel-Interior	<input type="checkbox"/> Fence	<input type="checkbox"/> Multi-Family	Other _____
<input type="checkbox"/> Remodel-Exterior	Other <u>Moving</u>	<input type="checkbox"/> Commercial	
<input type="checkbox"/> Deck	Est. Cost \$ <u>10,000</u>		

Building Size Information		Set Backs Accessory Bldg	Lot information
O.A. Dimension <u>32x24</u>	Fin Bsmt _____	Front _____	<input type="checkbox"/> Corner <input type="checkbox"/> Irregular
Unfin Bsmt Area _____	1st Floor _____	Main Bldg _____	<input checked="" type="checkbox"/> Interior
Garage Area _____	2nd Floor _____	Side Yard <input checked="" type="checkbox"/>	Type _____
Deck/Porch Area _____	3rd Floor _____	Rear Yard _____	Size _____
No. Stories _____	Volume _____		Area _____
Height <u>19-peak</u>	Total Area <u>768 sq ft</u>		<input type="checkbox"/> Easement on property

Main Bldg Setbacks	Type of Construction	Foundation	Type of Foundation
Set Back _____	<input type="checkbox"/> Frame	<input type="checkbox"/> Full Bsmt	<input type="checkbox"/> Concrete
Side Yard _____	<input type="checkbox"/> Masonry	<input type="checkbox"/> Partial Bsmt	<input type="checkbox"/> Block
Side Yard _____	<input type="checkbox"/> Steel	<input type="checkbox"/> Crawl Space	<input type="checkbox"/> Pier Supports-Per Engineering
Rear Yard _____	Exterior Finish _____	<input type="checkbox"/> Frost Wall	<input type="checkbox"/> Steel <input type="checkbox"/> Wood
		<input type="checkbox"/> Concrete Slab	<input type="checkbox"/> Posts No. _____

Contractor Ken Shanahan Address 920 N- Prairie St Lone Rock WI 53556 Telephone 608-538-2082

Contractor E-mail edge@moversandpusnet.net Contact Name: _____

Architect/Designer _____ Address _____ Telephone _____

The undersigned on behalf of itself, and as an authorized agent of the property owner when applicable, agrees to construct the above-described building in accordance with plans and specifications submitted herewith, and in strict compliance with all the provisions of the Building Code and Zoning Ordinance of the City of Appleton and the Building Code of the State of Wisconsin, and to grant permission for periodic reasonable inspections, including inspections by the Building Inspector and Assessor or designee thereof, as a condition of receiving this permit. Permit fees are nonrefundable.

Applicant (signature) [Signature] Applicant (print) X Kenneth J Shanahan

State DC # _____ State DCQ# _____ Approved by [Signature]

Permits granted by: Board of Appeals Board of Building Inspections State Bldg Permit # _____ SUSA # _____

THIS PERMIT DOES NOT COVER PLUMBING, ELECTRICAL OR HEATING INSTALLATIONS

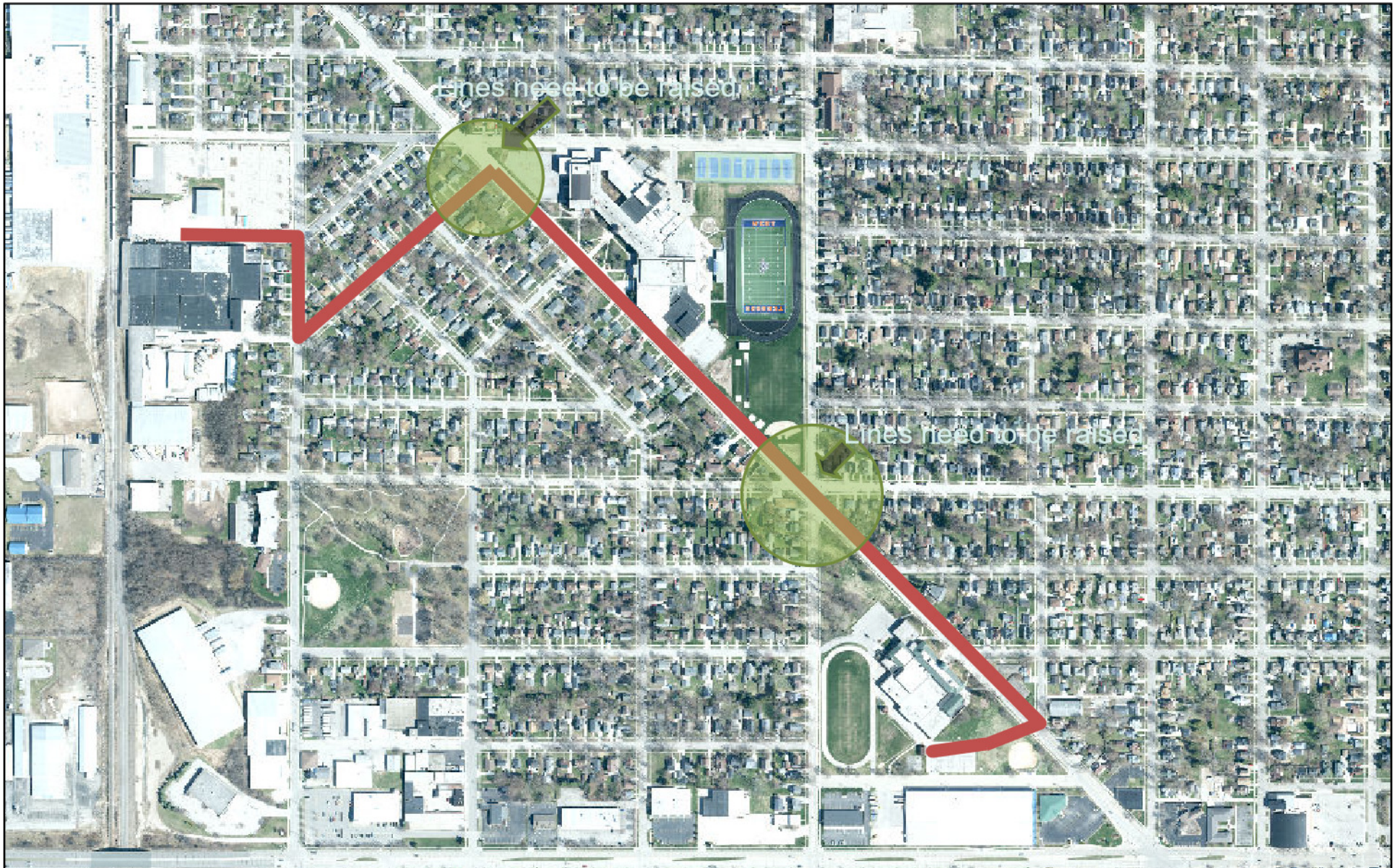
APPLICANT SHALL CALL THE INSPECTION DIVISION FOR REQUIRED INSPECTION: 920-832-6411

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

White-Office




Goldenrod-Applicant

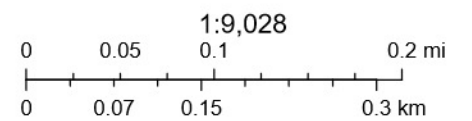
ArcGIS Web Map



10/4/2023, 3:01:17 PM

Areas

	Override 1		Override 2		Override 1
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LEGAL SERVICES DEPARTMENT

Office of the City Clerk

Kami Lynch, Clerk

100 North Appleton Street

Appleton, WI 54911

Phone: 920/832-6443

Fax: 920/832-5823

September 13th, 2023

CERTIFIED MAIL

Katie D. Baxley
1626 Schaefer Circle Apt #7
Appleton, WI 54915

This letter is to notify you that we are in receipt of your application for an Operator's License. Upon review of your application, the Police Department has recommended that your application for an Operator's License be denied due to your history of civil and/or criminal convictions.

You have the right to appear before the Safety and Licensing Committee to contest this recommendation. To do so, **please contact the City Clerk's Office within 30 days** of receipt of this letter in order to be placed on the Agenda of the Safety and Licensing Committee. Failure to contact the City Clerk's Office within 30 days will result in your license being denied.

Regular meetings of the Safety and Licensing Committee take place on the second and fourth Wednesday of each month at 5:30 p.m. in the Council Chambers, 6th floor of City Hall, 100 N Appleton St., Appleton, Wisconsin.

Again, should you choose not to appeal this recommendation, your application will be considered denied and an Operator's License will not be issued.

If you have specific questions relating to this matter, please contact Lt. Adam Nagel APD, at 920-832-6011.

Sincerely,

Kami Lynch
City Clerk

23-1187

License Application for Operator's (Bartender's) License Mail: City Clerk- 100 N Appleton St Appleton 54911
Cash or Check Only!



New Applicant
 Renewal License
 #:

FEES ARE NON-REFUNDABLE Date Rec'd 6/23/23
 Operator License -\$67.00 Operator License plus a provisional- \$82.00
 Total fee paid \$: 82 Receipt #: 5269-2

SECTION 1 - Applicant Information

Your Name (First name, MI, Last name) Katie D Baxley Maiden or Previous Katie D Joslin
 Street Address 1626 Schaefer Circle Apt #17 City Appleton State WI Zip 54915
 Driver's License #: _____ State WI
 Date of Birth: 02/08/1982 Email: _____ Contact Phone: _____ Gender: F
 Name of establishment you will be selling alcohol: Tave North

Stone

SECTION 2 for NEW APPLICANTS: You are required to list each and every violation and/or offense for which you have been convicted in or out of state. Failure to provide complete answers may result in the denial of your application.

Have you EVER had an Operator's (Bartender's) License? YES NO
 If Yes; in what Municipality and what year? _____
 Have you ever been convicted of a felony? YES NO
 If Yes; when, where and what type of violation? (Please be specific) Brown Cty - Poss. of Narcotics 2015; Brown County - Poss. of Meth 08/2020
 Have you ever been convicted of a misdemeanor or ordinance violation? YES NO
 If Yes; when, where and what type of violation? (Example: speeding, OWI) Brown Cty - Resist & Obstructing 2015; Brown Cty - Poss. of Paraphernalia 2015; MI - poss. prescription w/o the proper container 2014 twice

SECTION 3 for RENEWALS: List any pending charges, citations, tickets and all convictions since last license application in or out of state. Failure to provide complete answers may result in the denial of your application.

Have you been convicted of a felony since last license application? YES NO
 If Yes; when, where and what type of violation? (Please be specific) _____
 Have you been convicted of a misdemeanor or ordinance violation since last license application? YES NO
 If Yes; when, where and what type of violation? (Example: speeding, OWI) _____

SECTION 4 - Responsible Beverage Server Course

Proof of an approved Responsible Beverage Server Course is required to be included with this application.

SECTION 5 - Penalty Notice

I certify under penalty of law that this application is true and correct to the best of my knowledge and belief.

Signature: Katie Baxley

FOR OFFICE USE ONLY						
Class Completion Date:	Current License in other Municipality?	Date Sent to APD:	Date Approved:	Issued Date:	Exp. Date:	License number:
<u>6-17-23</u>		<u>JUN 26 2023</u>				



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

TO: Safety and Licensing Committee
FROM: Lt. Adam Nagel
DATE: 09/12/2023
RE: Denial of Katie D. Baxley

Committee Members:

As a designee for the police department, I am requesting that the Safety and Licensing Committee recommend to the Common Council to deny Katie D. Baxley application for an operator's license.

It is not employment discrimination for a licensing agency to deny an applicant based on a conviction record where the circumstances of the conviction substantially relate to the circumstances of the particular licensed activity.

No license or permit related to alcohol beverages may be issued to a habitual law offender where the circumstances of the offenses substantially relate to the circumstances of the particular licensed activity. A person is a habitual law offender if they have been convicted of repeat misdemeanor or ordinance violations. No license may also be issued to a person who has been convicted of a felony which substantially relates to the alcohol beverage licensing activity unless duly pardoned.

An applicant is allowed an opportunity to show evidence of rehabilitation and fitness to engage in the licensed activity, *unless the conviction(s) are for exempt offenses*. The applicant may produce the following to conclusively demonstrate their rehabilitation and fitness from a given conviction:

- A copy of the local, state, or federal release document; and either
- (1) a copy of the relevant department of corrections document showing completion of probation, extended supervision, or parole; or
- (2) other evidence that at least one year has elapsed since release from any local, state, or federal correctional institution without subsequent conviction of a crime along with evidence showing compliance with all terms and conditions of probation, extended supervision, or parole.

Reviewing Katie's prior history of police contacts, I find the following offenses are substantially related to the sale of alcohol and demonstrate that Katie Baxley is a habitual law offender. Katie has history of arrests and convictions starting in 2015 up to October of 2019.

In 2015, Katie Baxley was found guilty of a misdemeanor Resisting or Obstructing an Officer in Brown County case number 2015CM000045. This case shows dishonesty toward authority and presents concerns about her making ethical decisions in the service of alcohol. This incident is substantially related to Katie's lack of judgment and ability to serve alcohol.

In 2015, Katie was found guilty of felony Possession of Narcotic Drugs Brown County case number 2015CF000118. Possessing illegal drugs demonstrates a lack of good judgment necessary for a bartender. People under the influence of alcohol are generally susceptible to poor decision-making, including illicit drug law violations. This violation is directly related to the sale of alcohol.

In 2019, Katie was found guilty of Felony Possession of Methamphetamine in Brown County case number 2019CF001543. Possessing illegal drugs demonstrates a lack of good judgment necessary for a bartender. People under the influence of alcohol are generally susceptible to poor decision-making, including illicit drug law violations. This violation is directly related to the sale of alcohol.

The service of alcohol includes encountering individuals in a vulnerable state and the Police Department feels Katie Baxley has not demonstrated the necessary maturity and decision-making capacity to be allowed a bartender's license in the City of Appleton. Her violations of drug laws and the last arrest for drugs being approximately four years prior shows that she is not capable of being a responsible bartender.

Her arrest and conviction record go back several years. This further corroborates the decision for the APD to recommend a denial for this license request.

Respectfully:

Lt. Adam Nagel #9191
Appleton Police Department

REC 5L73-02
9/28/23
MUNICIPAL USE ONLY

Application for Cigarette and Tobacco Products Retail License

Submit to municipal clerk.

License Number
Period Covered 07/01/2023-06/30/2024
Date of Issuance

Applicant's Wisconsin 15-digit Sales Tax Account Number REDACTED

← This must be issued in the same Legal Name of the licensee below.

Legal Name (corporation, limited liability company, partnership or sole proprietorship) JSH Corporation		Federal Employer Identification No. (FEIN) REDACTED
Trade or Business Name (if different than Legal Name) The Dispo		Telephone Number (REDACTED)
Business Address (License Location) 7929 N Richmond St Ste 1		Business Telephone (920) 574-3984
Municipality Appleton	State WI	Zip Code 54911
Mailing Address (if different than Business Address)		County Outagamie
Municipality		State
Municipality		Zip Code

Organization (check one)

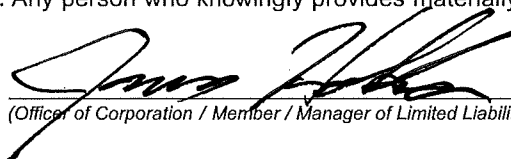
Sole Proprietor
 Wisconsin Corporation – Enter date incorporated: 2-3-22
 Partnership
 Out-of-State Corporation – Are you registered to do business in Wisconsin? Yes No
 Other (describe) _____

- Yes No 1. Does the applicant understand that they must purchase cigarettes only from distributors or jobbers who hold a permit with the Wisconsin Department of Revenue?
- Yes No 2. Does the applicant understand that they must obtain a Tobacco Products Distributor permit if purchasing untaxed tobacco products from an out-of-state company? (Tobacco Products Distributor permit is available from the Wisconsin Department of Revenue at 608-266-6701. See application form CTP-129, revenue.wi.gov/forms/excise/ctp-129.pdf.)
- Yes No 3. Does the applicant understand that they cannot purchase/exchange cigarettes or tobacco products from another retailer, including transferring existing stock to a new owner?
- Yes No 4. Does the applicant understand that they must provide employees with tobacco sales training approved by the Wisconsin Department of Health Services? (<https://witobaccocheck.org>)
- Yes No 5. Does the applicant understand that they may not sell, give or otherwise provide cigarettes/tobacco products and nicotine products to minors (including electronic cigarettes containing nicotine)?
- Yes No 6. Does the applicant understand that they may not sell single cigarettes?
- Yes No 7. Does the applicant understand that cigarette and tobacco products invoices must be kept on the licensed premises for two years from the date of the invoice and be available for inspection by the Wisconsin Department of Revenue/law enforcement and that failure to comply can result in criminal penalties, including loss of cigarettes/tobacco products?
- Yes No 8. Does the applicant understand that only cigarettes and roll-your-own (RYO) tobacco products listed on the Wisconsin Department of Justice's website labeled "Directory of Certified Tobacco Manufacturers and Brands" at www.doj.state.wi.us/dls/tobacco-directory may be sold in Wisconsin?

Cigarettes / Tobacco will be sold over counter through vending machine both

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 applicant. Applicant agrees to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, cannot be assigned to another.

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. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000.


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



REPORT TO CITY PLAN COMMISSION

Plan Commission Public Hearing Date: October 25, 2023

Common Council Meeting Date: November 1, 2023

Item: Special Use Permit #11-23 for expanded restaurant and outdoor sidewalk café with alcohol sales and consumption

Case Manager: Lindsey Smith

GENERAL INFORMATION

Owner: FA & VB, LLC

Applicant: Fernando Almaza - Antojitos Mexicanos, LLC

Address/Parcel #: 204 & 206 E. College Avenue (Tax Id #31-2-0313-00)

Petitioner's Request: The owner/applicant is requesting a Special Use Permit to expand an existing restaurant and outdoor sidewalk café with alcohol sales and consumption.

BACKGROUND

The applicant's 5,414 sq. ft. site is located on the two hundred block of E. College Avenue between N. Morrison Street and N. Durkee Street. Per Assessor's Office records, the building was originally built in 1884 and remodeled in 1958. Donald's Gift Shop operated in this building for approximately six years.

Special Use Permit #2-07 was approved for alcohol sales (**beer only**) in conjunction with a restaurant and with outdoor seating in the amenity strip along College Avenue at 204 E. College Avenue for 1910 Sausage Company. One of the conditions of approval was any deviation from the approved Development Plan may require a major or minor change request to the Special Use Permit pursuant to Section 23-66(g) of the Zoning Ordinance.

Minor Amendment to Special Use Permit #2-07 was approved for alcohol sales in conjunction with a restaurant and with outdoor seating in the amenity strip along College Avenue at 204 E. College Avenue by the Plan Commission on February 25, 2013. The minor amendment removed the stipulation of beer only.

206 E. College Avenue has been utilized for various retail establishments over the years.

On September 20, 2023, a Certified Survey Map was recorded to combine 204 & 206 E. College Avenue to allow for the expansion of Antojitos Mexicano into 206 E. College Avenue.

STAFF ANALYSIS

Project Summary: Antojitos Mexicanos has operated within 204 E. College Avenue since 2015. The owner/applicant acquired 204 & 206 E. College Avenue in May of 2017. The applicant proposes to expand Antojitos Mexicanos restaurant and outdoor sidewalk café with alcohol sales and consumption.

Special Use Permit #11-23

October 25, 2023

Page 2

The expansion is approximately 2,794 sq. ft., which includes the outdoor sidewalk café. Antojitos Mexicano restaurant and outdoor sidewalk café will total approximately 5,546 sq. ft.

Existing Site Conditions: The existing mixed-use building totals approximately 8,374 square feet, including the existing restaurant, former retail space, and five dwelling units on the upper floors.

Major Changes to Special Uses: Per Section 23-66(g)(2) of the Municipal Code, all changes not identified as a “minor change” shall be deemed a major change in a special use and shall be submitted to Common Council for review through the typical Special Use Permit procedure. The original request was approved as Special Use Permit #2-07. The applicant’s current request, Special Use Permit #11-23, is to expand the area of the restaurant and outdoor sidewalk cafe from 2,752 square feet to 5,546 square feet. This expansion is greater than 10% and therefore constitutes a major change. If approved, Special Use Permit #11-23 will replace Special Use Permit #2-07.

Zoning Ordinance Requirements: The subject property has a zoning designation of CBD Central Business District. Per Section 23-114(e) of the Municipal Code, a restaurant and outdoor sidewalk café with alcohol sales and consumption requires a Special Use Permit in the CBD District. In order to permit alcohol sales and consumption in conjunction with an expanded restaurant and outdoor sidewalk café, the Plan Commission makes a recommendation to the Common Council who will make the final decision on the Special Use Permit. A two-thirds (2/3) vote of the Common Council is required for approval.

Operational Information: A plan of operation is attached to the Staff Report.

Outdoor Seating: The applicant proposes to expand the outdoor sidewalk café with alcohol sales and consumption.

Surrounding Zoning and Land Uses: The surrounding area is under the jurisdiction of the City of Appleton (north, south, east, and west). The uses are generally commercial in nature.

North: CBD Central Business District. The adjacent land uses to the north are currently a mix of commercial and institutional uses.

South: CBD Central Business District. The adjacent land uses to the south are currently a mix of commercial and residential uses.

East: CBD Central Business District. The adjacent land uses to the east are currently a mix of commercial and residential uses.

West: CBD Central Business District. The adjacent land uses to the west are currently a mix of commercial uses.

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

Special Use Permit #11-23

October 25, 2023

Page 3

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.

Chapter 14 Downtown Plan, Initiative 1 Urban Form and Design:

Strategy 1.6 – Add additional flexible outdoor space throughout the downtown area.

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

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

Zoning Ordinance Requirements and Substantial Evidence: When reviewing an application for a Special Use Permit, the City must determine if the owner's/applicant's proposal satisfies Municipal Code requirements and conditions. Pursuant to Section 23-66(c)(5) of the Municipal Code, the Plan Commission and Common Council must provide substantial evidence supporting their decision to approve, approve with conditions, or deny the Special Use Permit. Substantial evidence means "facts and information, other than merely personal preferences or speculation, directly pertaining to the requirements and conditions an owner/applicant must meet to obtain a Special Use Permit and that reasonable persons would accept in support of a conclusion." Any requirements and conditions listed for approval must be reasonable, and to the extent practicable, measurable.

Finding of Fact: This request was reviewed in accordance with the standards for granting a Special Use Permit under Sections 23-66(e)(1-8) and 23-66(h)(6) of the Zoning Code: 1. Proper zoning district: CBD zoning allows restaurant and sidewalk café with alcohol sales and consumption as a special use permit; 2. zoning district regulations: the district regulations were reviewed pursuant to the attached development plan; 3. Special Regulations: Stipulations 2, 3, and 4 (below) address the special regulations for the proposed use; 4. Consistent with comprehensive plan and other plans: yes, see above analysis; 5. Traffic: the proposed use is not expected to create undue traffic congestions; 6. Landscaping and screening: not applicable to this use; 7. Neighborhood compatibility with predominant land uses in this area: the proposed use exist on the adjacent lot and is located near other existing commercial uses in this area of the City; 8. Impact on services: the City has existing utilities and services in place to serve this use. These standards were found in the affirmative, as long as all stipulations are satisfied.

Technical Review Group (TRG) Report: This item was discussed at the October 3, 2023 Technical Review Group meeting. No negative comments were received from participating departments.

RECOMMENDATION

Staff recommends, based on the above, that Special Use Permit #11-23 to expand an existing restaurant and outdoor sidewalk café with alcohol sales and consumption at 204 & 206 E. College Avenue (Tax Id #31-2-0313-00), as shown on the attached maps and per attached plan of operation, along with the attached resolution, **BE APPROVED** to run with the land, subject to the following conditions:

1. The applicant shall receive approval of a Liquor License premise amendment from the City Clerk prior to serving or consuming alcohol in the expanded interior area and new outdoor area.

Substantial Evidence: This condition provides notice to the applicant that a Liquor License is also needed prior to serving alcohol.

2. The use shall conform to the standards established in Chapter 9, Article III, Alcoholic Beverages, of the Appleton Municipal Code.

Substantial Evidence: This condition is one of the special regulations included in Section 23-66(h)(6) of the Zoning Ordinance for this particular use.

3. The site shall be kept free of litter and debris.

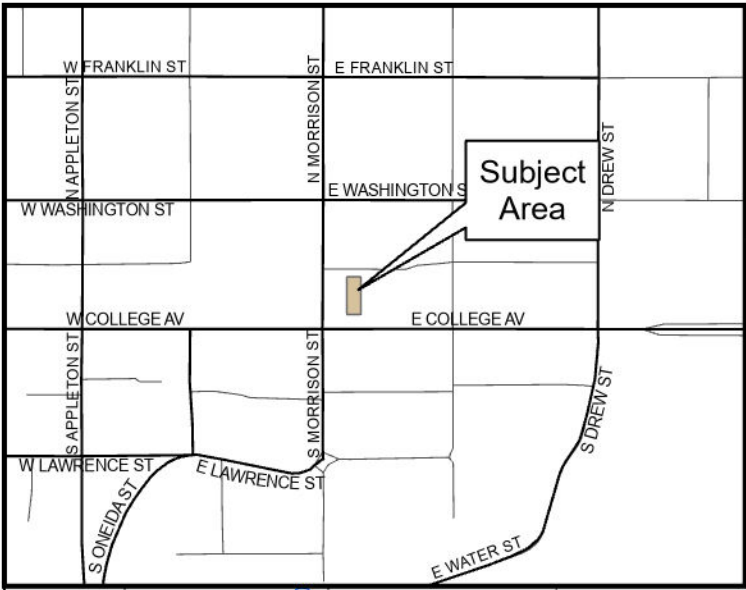
Substantial Evidence: This condition is one of the special regulations included in Section 23-66(h)(6) of the Zoning Ordinance for this particular use.

4. All Zoning, Building, Fire, Engineering, Utility and other Municipal Codes, and all applicable State and Federal laws shall be complied with.

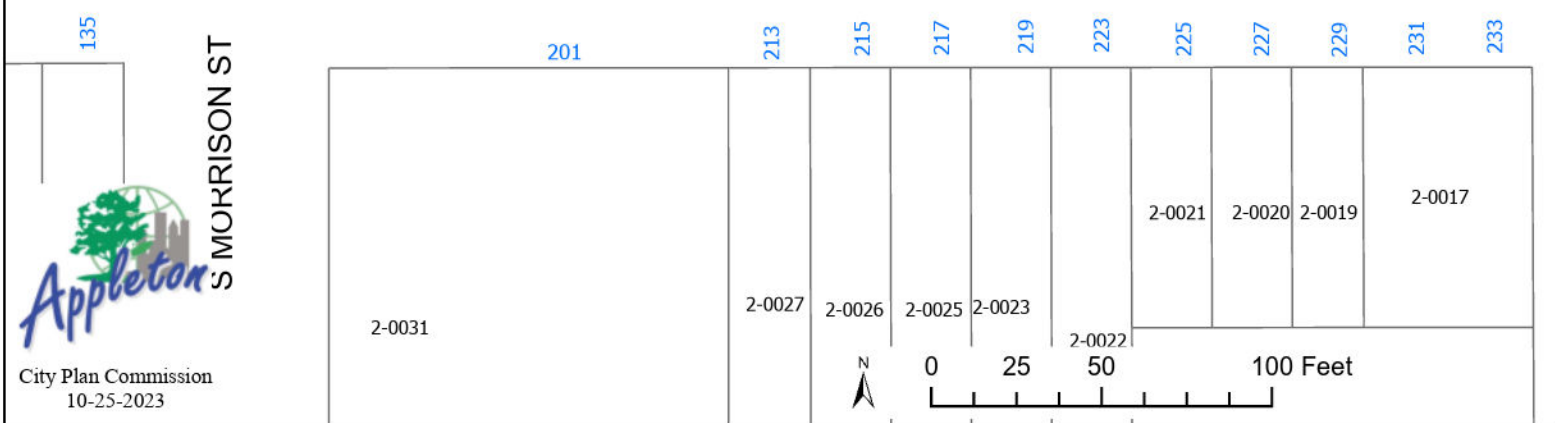
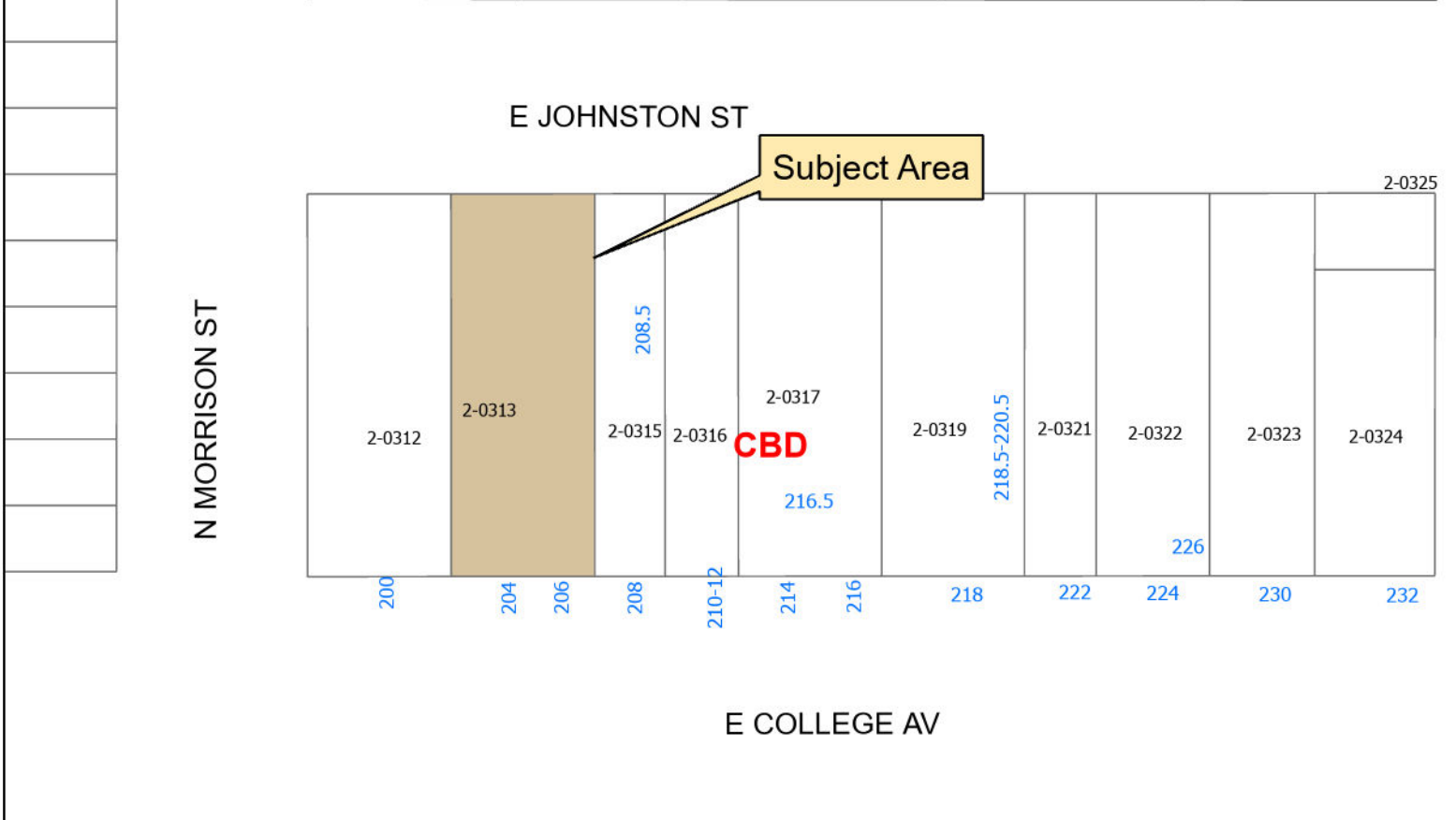
Substantial Evidence: This condition is one of the special regulations included in Section 23-66(h)(6) of the Zoning Ordinance for this particular use.

5. The serving and consumption of alcohol is limited to the area identified on the attached development plan and floor plan drawings. Any expansions of the special use, changes to the development plan(s), plan of operation or any conditions of approval may require a major or minor amendment request to this Special Use Permit pursuant to Section 23-66(g) of the Zoning Ordinance. Contact the Community and Economic Development Department to discuss any proposed changes.

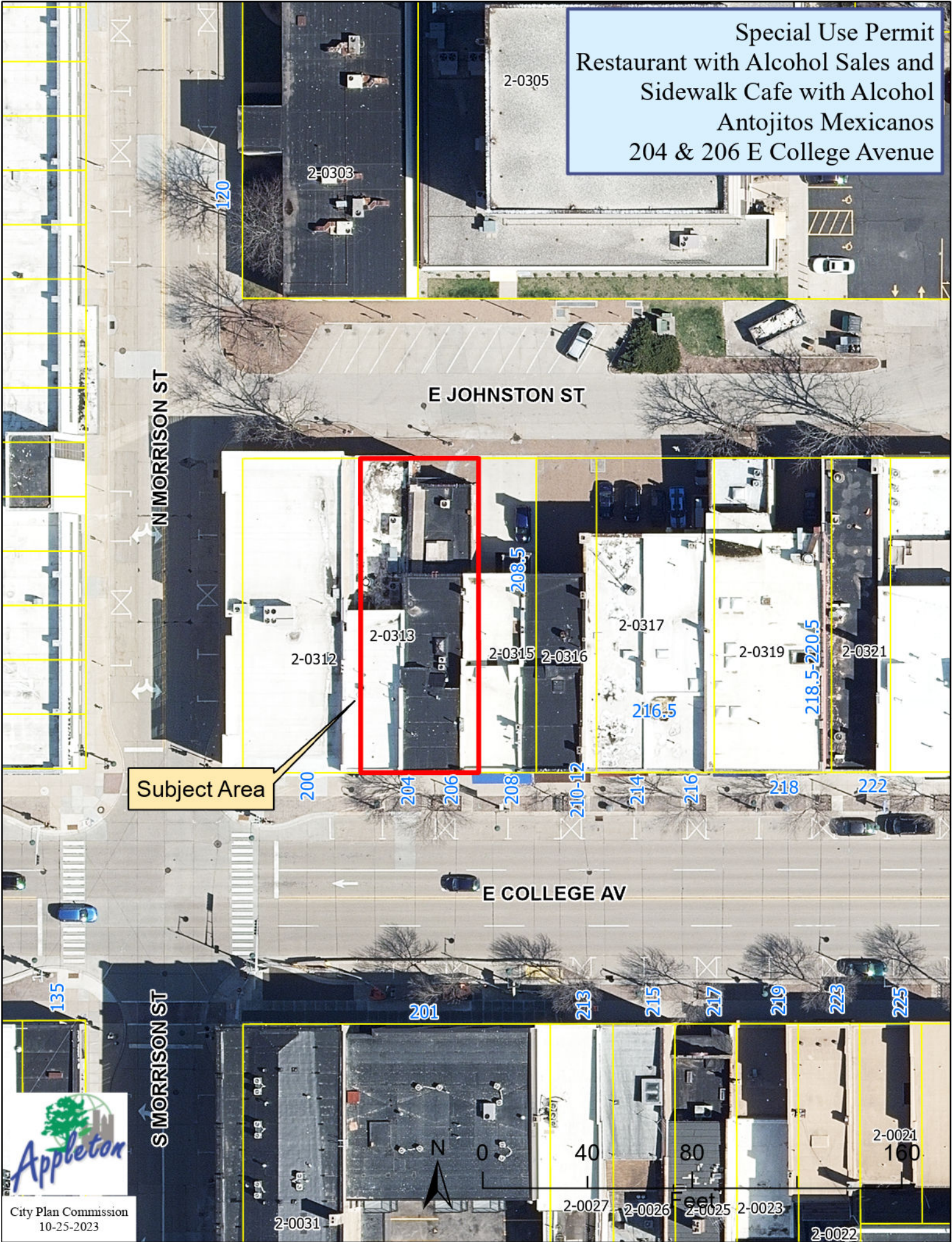
Substantial Evidence: Standardized condition that establishes parameters for the current application and identifies the process for review of any future changes to the special use.



Special Use Permit
 Restaurant with Alcohol Sales and
 Sidewalk Cafe with Alcohol
 Antojitos Mexicanos
 204 & 206 E College Avenue



Special Use Permit
Restaurant with Alcohol Sales and
Sidewalk Cafe with Alcohol
Antojitos Mexicanos
204 & 206 E College Avenue



Subject Area



City Plan Commission
10-25-2023

2-0031

2-0027

2-0026

2-0025

2-0023

2-0022

2-0021
160

2-0305

2-0303

120

E JOHNSTON ST

N MORRISON ST

2-0313

208.5

2-0317

2-0312

2-0315

2-0316

2-0319

2-0321

216.5

218.5-220.5

200

204

206

208

210-12

214

216

218

222

E COLLEGE AV

135

S MORRISON ST

201

213

215

217

219

223

225

N

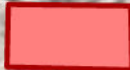
40

80

Legend

 Sidewalk Cafe Boundary

Sidewalk Cafe Area
Antojitos Mexicanos
204 & 206 E. College Avenue



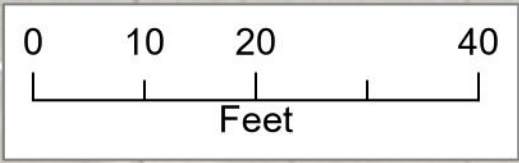
45 ft²



72 ft²



9-26-2023



E COLLEGE AV

**CITY OF APPLETON
RESOLUTION FOR SPECIAL USE PERMIT #11-23
RESTAURANT AND SIDEWALK CAFE WITH ALCOHOL
204 & 206 E. COLLEGE AVENUE**

WHEREAS, FA & VB, LLC, owner; Antojitos Mexicanos, LLC, applicant, has applied for a Special Use Permit to expand an existing restaurant and sidewalk café with alcohol sales and consumption located at 204 & 206 E. College Avenue, also identified as Parcel Number 31-2-0313-00; and

WHEREAS, the proposed restaurant and sidewalk café with alcohol sales and consumption is located in the CBD Central Business District, and the proposed use may be permitted by Special Use Permit within this zoning district pursuant to Chapter 23 of the Municipal Code; and

WHEREAS, the City of Appleton Plan Commission held a public hearing on October 25, 2023 on Special Use Permit #11-23, at which all those wishing to be heard were allowed to speak or present written comments and other materials at the public hearing; and

WHEREAS, the City of Appleton Plan Commission has reviewed and considered the Community and Economic Development Department’s staff report and recommendation, as well as other spoken and written evidence and testimony presented at the public hearing; and

WHEREAS, the City of Appleton Plan Commission reviewed the standards for granting a Special Use Permit under Sections 23-66(e)(1-8) of the Municipal Code; and

WHEREAS, the City of Appleton Plan Commission reviewed the standards for imposing conditions on the Special Use Permit under Section 23-66(c)(5) of the Municipal Code, and forwarded Special Use Permit #11-23 to the City of Appleton Common Council with a favorable conditional or not favorable (CIRCLE ONE) recommendation; and

WHEREAS, the City of Appleton Common Council has reviewed the report and recommendation of the City of Appleton Plan Commission at their meeting on November 1, 2023.

NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED by the Common Council, based on Community and Economic Development Department’s staff report and recommendation, as well as other spoken and written evidence and testimony presented at the public hearing and Common Council meeting, and having considered the recommendation of the City Plan Commission, that the Common Council:

1. Determines all standards listed under Sections 23-66(e)(1-8) of the Municipal Code are found in the affirmative YES or NO (CIRCLE ONE)
2. If NO, the City of Appleton Common Council hereby denies Special Use Permit #11-23 to expand an existing restaurant and sidewalk cafe with alcohol sales and consumption located at 204 & 206 E. College Avenue, also identified as Parcel Number 31-2-0313-00, based upon the following standards and determinations: (List reason(s) why the Special Use Permit was denied)

3. If YES, the City of Appleton Common Council hereby approves Special Use Permit #11-23 to expand an existing restaurant and sidewalk café with alcohol sales and service located at 204 & 206 E. College Avenue, also identified as Parcel Number 31-2-0313-00, subject to the following conditions as they are related to the purpose of the City of Appleton Municipal Code and based on substantial evidence:

CONDITIONS OF APPROVAL FOR SPECIAL USE PERMIT #11-23:

- A. The applicant shall receive approval of a Liquor License premise amendment from the City Clerk prior to serving or consuming alcohol in the expanded interior area and new outdoor area.
 - B. The use shall conform to the standards established in Chapter 9, Article III, Alcoholic Beverages, of the Appleton Municipal Code.
 - C. The site shall be kept free of litter and debris.
 - D. All Zoning, Building, Fire, Engineering, Utility and other Municipal Codes, and all applicable State and Federal laws shall be complied with.
 - E. The serving and consumption of alcohol is limited to the area identified on the attached development plan and floor plan drawings. Any expansions of the special use, changes to the development plan(s), plan of operation or any conditions of approval may require a major or minor amendment request to this Special Use Permit pursuant to Section 23-66(g) of the Zoning Ordinance. Contact the Community and Economic Development Department to discuss any proposed changes.
4. The City Clerk’s Office is hereby directed to give a copy of this resolution to the owner/applicant, Community and Economic Development Department, Inspections Division, and any other interested party.

Adopted this _____ day of _____, 2023.

Jacob A. Woodford, Mayor

ATTEST:

Kami Lynch, City Clerk

PLAN OF OPERATION AND LOCATIONAL INFORMATION

Business Information:

Name of business: Antojitos Mexicanos, LLC

Years in operation: 15

(Check applicable proposed business activity(s) proposed for the premises)

- Restaurant
- Tavern/Night Club/Wine Bar
- Painting/Craft Studio
- Microbrewery/Brewpub (manufacturing a total of not more than 310,000 U.S. gallons of fermented malt beverages per calendar year)
- Brewery (manufacturing a total of more than 310,000 U.S. gallons of fermented malt beverages per calendar year)
- Winery (manufacturing of wine)
- Craft-Distillery (manufacturing a total of not more than 100,000 proof gallons of intoxicating liquor per calendar year)
- Distillery (manufacturing a total of more than 100,000 proof gallons of intoxicating liquor per calendar year)
- Tasting room offering fermented malt beverages, wine or intoxicating liquor for consumption and/or retail sales on the premises where the fermented malt beverages, wine or intoxicating liquor is manufactured and/or at an off-premises location associated with premises. Tasting rooms may include food sales.
- Other _____

Detailed explanation of proposed business activities:

The proposed use is restaurant/bar. The renovation will include installation of garage doors along College Avenue. Temporary fencing and railing will be placed along the property line when opening the garage doors to restrict customers from walking in and out.

Existing gross floor area of building/tenant space, including outdoor spaces:

(square feet) 2,752 sq. ft.

Proposed gross floor area of building/tenant space, including outdoor spaces:

(square feet) 5,546 sq. ft.

Occupancy Limits:

Maximum number of persons permitted to occupy the building or tenant space as determined by the International Building Code (IBC) or the International Fire Code (IFC), whichever is more restrictive: 249 or less persons.

Proposed Hours of Operation for Indoor Uses:

Day	From	To
Monday thru Thursday	11:00 am	10:00 pm
Friday	11:00 am	12:00 am
Saturday	11:00 am	12:00 am
Sunday	Closed	Closed

Production/Storage Information:

(Check applicable proposed business activity(s) proposed for the premises)

- Current production of fermented malt beverages: _____ U.S. gallons per year
- Proposed production of fermented malt beverages: _____ U.S. gallons per year
- Current production of wine: _____ U.S. gallons per year
- Proposed production of wine: _____ U.S. gallons per year
- Current production of intoxicating liquor: _____ proof gallons per year
- Proposed production of intoxicating liquor: _____ proof gallons per year
- None. If none, leave the following two storage questions blank.

Identify location of grains and/or juice, grapes, other fruits or other agricultural product storage and type of storage container(s) used:

Identify the storage location of spent grains and/or grapes, other fruits or other agricultural products and type of storage container(s) used:

Outdoor Space Uses:

(Check applicable outdoor space uses)

- Patio
- Deck
- Sidewalk Café
- Other _____.
- None. If none, leave the following questions in this section blank.

Size: 117 sq. ft. sidewalk cafe square feet

Type of materials used and height of material to enclose the perimeter of the outdoor space:

- Fencing Landscaping Other _____ Height _____ feet

Is there any alcohol consumption incorporated within the outdoor facility? Yes No

If yes, please describe:

Serving drinks to customers at the tables within the amenity strip. The patio is a potential future expansion located on private property at the NE corner of the site adjacent to Johnston Street. The potential patio area is 253 sq. ft.

Are there plans for outdoor music/entertainment? Yes No

If yes, describe how the noise will be controlled:

Is there any food service incorporated in this outdoor facility proposal? Yes No

Proposed Hours of Operation for Outdoor Space:

Day	From	To
Monday thru Thursday	11:00 am	9:00 pm
Friday	11:00 am	9:00 pm
Saturday	11:00 am	9:00 pm
Sunday	Closed	Closed

NOTE: Hours of Operation for Outdoor Uses (Sidewalk Café with Alcohol):

******Municipal Code Section 9-262(b)(4): The permit holder can begin serving alcoholic beverages in the sidewalk café at 4:00 p.m. Monday through Friday and 11:00 a.m. on Saturday and Sunday. All alcoholic beverages must be removed from the sidewalk café by 9:30 p.m.**

Describe Any Potential Noise Emanating From the Proposed Use:

Describe the noise levels anticipated from all equipment or other mechanical sources:
Normal restaurant music volume with occasional indoor live music.

Describe how the crowd noise will be controlled inside and outside the building:
The employees will handle the crowd noise.

Off-Street Parking:

Number of spaces existing on-site: 0

Number of spaces proposed on-site: 0

Street Access:

Is street access to the subject property adequate or are any street improvements, such as a new turning lane, necessary to minimize impacts on traffic flow?
No

Other Licensed Premises:

The number of licensed premises within the immediate geographic area of the proposed location will be considered in order to avoid an undue concentration that may have the potential of creating public safety problems or deterring neighborhood development.

List nearby licensed premises:

Number of Employees:

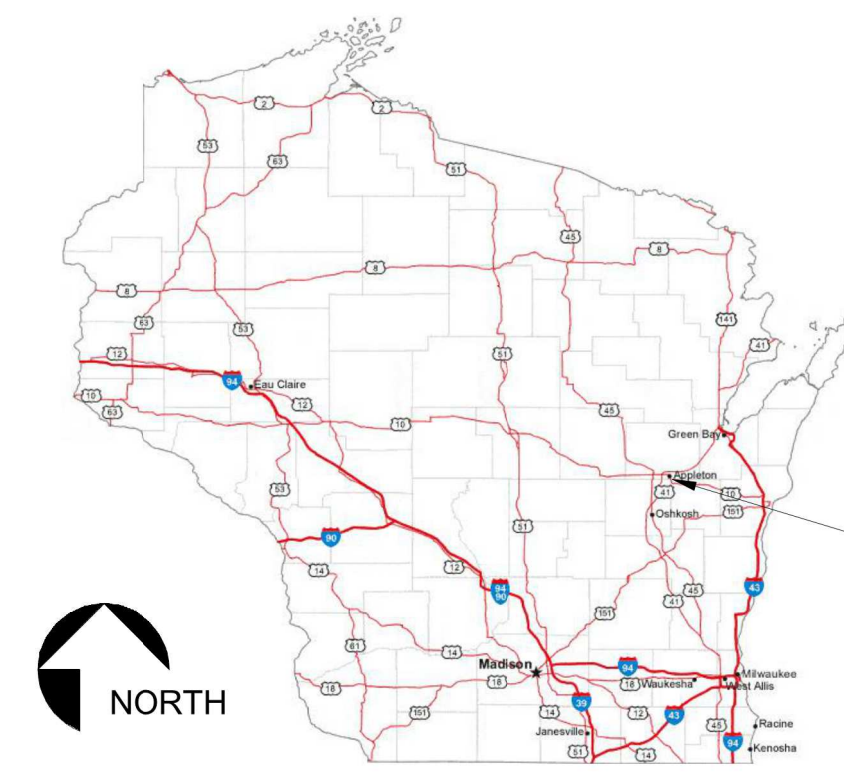
Number of existing employees: 20

Number of proposed employees: 35

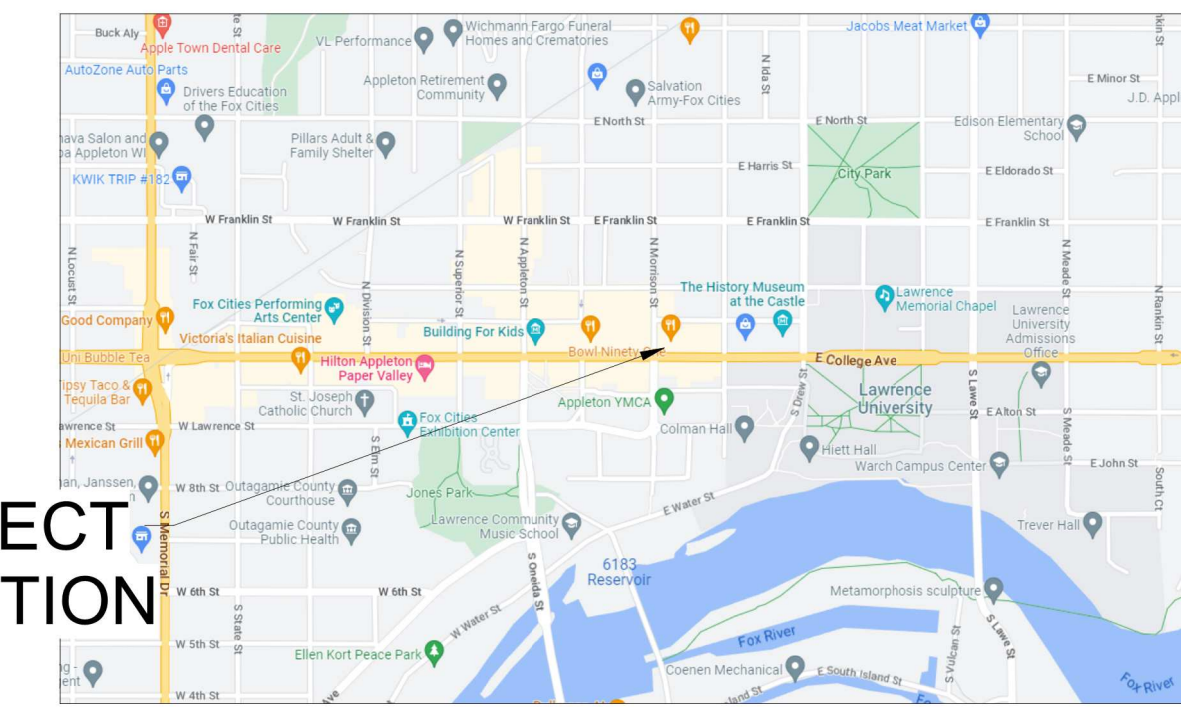
Number of employees scheduled to work on the largest shift: 20

PROPOSED PROJECT FOR: ANTOJITOS MEXICANOS APPLETON, WISCONSIN

PROJECT LOCATION MAP



ENLARGED MAP



PROJECT LOCATION

BAYLAND
BAYLAND BUILDINGS
P.O. BOX 13571 GREEN BAY, WI 54307
(920) 498-9300 FAX (920) 498-3033
www.baylandbuildings.com
DESIGN & BUILD GENERAL CONTRACTOR

Antojitos
MEXICANOS
KITCHEN AND CANTINA

PROJECT AERIAL (NTS)

- FOR CONCEPTUAL PROPOSES ONLY!
REFERENCE FLOOR PLANS, ELEVATIONS, SECTIONS, ETC. FOR MORE INFORMATION



SHEET INDEX

NUMBER	SHEET NAME / DESCRIPTION	LATEST SHEET REVISION		
		DATE	ISSUED BY	NUMBER
001 TITLE				
T1.0	TITLE SHEET	05/10/23	JRG	1
004 ARCHITECTURAL				
A0.1	PLAN NOTES			
A0.2	PLAN NOTES			
A1.0	FLOOR PLAN - EXISTING/DEMO	05/10/23	JRG	1
A1.1	FLOOR PLAN - PROPOSED	05/10/23	JRG	1
A1.2	FRAMING PLAN - OVERALL	05/10/23	JRG	1
A3.0	STAIR SECTION	05/10/23	JRG	1
A6.0	FINISH PLANS - PROPOSED	05/10/23	JRG	1
005 STRUCTURAL				
S1.0	FRAMING PLAN - ENLARGED	05/10/23	JRG	1

PROJECT INFORMATION

OWNER INFORMATION:
ANTOJITOS
204 E COLLEGE AVE
APPLETON, WI 54915
CONTACT: FERNANDO ALMANZA

PROJECT LOCATION:
204 E COLLEGE AVE
APPLETON, WI 54915
CITY OF APPLETON
OUTAGAMIE COUNTY

ARCHITECTURAL DATA:
BUILDING CODES:
IBC 2015
WECBC SPS 361-366
IEBC 2015
SCOPE OF WORK: ALTERATION II
BUILDING USE: RESTAURANT

OCCUPANCY GROUP:
ASSEMBLY GROUP: A-2
BUSINESS GROUP: B
CONSTRUCTION TYPE:
EXISTING BUILDING: VB

FIRE PROTECTION SYSTEM:
BUILDING IS PROTECTED BY AN EXISTING
AUTOMATIC FIRE SPRINKLER SYSTEM PER NFPA
13

FIRE & SMOKE PROTECTION FEATURES:
ALLOWABLE AREA DETERMINED BY IBC 508.3
NONSEPARATED OCCUPANCIES

BUILDING AREA:
FIRST FLOOR (EXISTING) 3,625 SQ FT
OCCUPANCY A-2 AREAS 3,625 SQ FT
OCCUPANCY B AREAS 1,450 SQ FT

TOTAL BUILDING AREA 5,075 SQ FT

OCCUPANT LOAD TABULATED
FIRST FLOOR (EXISTING)
OCCUPANCY A-2 3,625 SQ FT 15 NET 241 OCC
BUSINESS B 1,450 SQ FT 200 GROSS 8 OCC

TOTAL OCCUPANT LOAD 249 OCC

OCCUPANT LOAD (ACTUAL): 249 OCC

PLUMBING FIXTURE REQUIRED

OCCUPANCY B
8 / 2 = 4 MEN AND 4 WOMEN
4 / 1 PER 25 FIRST 80 THEN 1 PER 50 = 0.16 WATER CLOSETS FOR MEN
4 / 1 PER 25 FIRST 50 THEN 1 PER 50 = 0.16 WATER CLOSETS FOR WOMEN
4 / 1 PER 40 FIRST 80 THEN 1 PER 80 = 0.10 LAVATORIES FOR MEN
4 / 1 PER 40 FIRST 80 THEN 1 PER 80 = 0.10 LAVATORIES FOR WOMEN
8 / 100 = 0.08 DRINKING FOUNTAINS

OCCUPANCY A-2
241 / 2 = 121 MEN AND 121 WOMEN
121 / 75 = 1.61 WATER CLOSETS FOR MEN
121 / 75 = 1.61 WATER CLOSETS FOR WOMEN
121 / 200 = 0.61 LAVATORIES FOR MEN
121 / 200 = 0.61 LAVATORIES FOR WOMEN
241 / 500 = 0.49 DRINKING FOUNTAINS

TOTAL PLUMBING FIXTURES REQUIRED

1.77 (2) WATER CLOSETS FOR MEN
1.77 (2) WATER CLOSETS FOR WOMEN
0.71 (1) LAVATORIES FOR MEN
0.71 (1) LAVATORIES FOR WOMEN
0.57 (1) DRINKING FOUNTAINS

PLUMBING FIXTURE PROVIDED

(2) WATER CLOSETS FOR WOMEN
(2) LAVATORIES FOR WOMEN
(2) WATER CLOSETS AND (2) URINAL FOR MEN
(2) LAVATORIES FOR MEN
(0) HI/LOW DRINKING FOUNTAIN (BOTTLED WATER PROVIDED)
(1) SERVICE SINK

PROPOSED PROJECT FOR:
ANTOJITOS MEXICANOS
APPLETON, WISCONSIN; COUNTY OF:
OUTAGAMIE

SCALE VERIFICATION
THIS BAR MEASURES 1" ON ORIGINAL
ADJUST SCALE ACCORDINGLY

NOTICE OF COPYRIGHT
THESE PLANS ARE COPYRIGHTED AND ARE SUBJECT TO
COPYRIGHT PROTECTION AS AN "ARCHITECTURAL WORK" UNDER
SEC. 102 OF THE COPYRIGHT ACT, 17 U.S.C. AS AMENDED
DECEMBER 1990 AND KNOWN AS ARCHITECTURAL WORKS
COPYRIGHT PROTECTION ACT OF 1990. THE PROTECTION
INCLUDES BUT IS NOT LIMITED TO THE OVERALL FORM AS WELL
AS THE ARRANGEMENT AND COMPOSITION OF SPACES AND
ELEMENTS OF THE DESIGN UNDER SUCH PROTECTION.
UNAUTHORIZED USE OF THESE PLANS, WORK OR BUILDING
REPRESENTED, CAN LEGALLY RESULT IN THE CESSATION OF
CONSTRUCTION OR BUILDINGS BEING SEIZED AND/OR MONETARY
COMPENSATION TO BAYLAND BUILDINGS, INC.

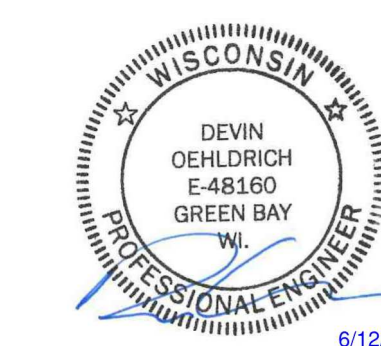
JOB NUMBER: 23-5353

PROJECT EXECUTIVE: NICK VAN LANEN
(920) 680-8110

DRAWN BY: JRG

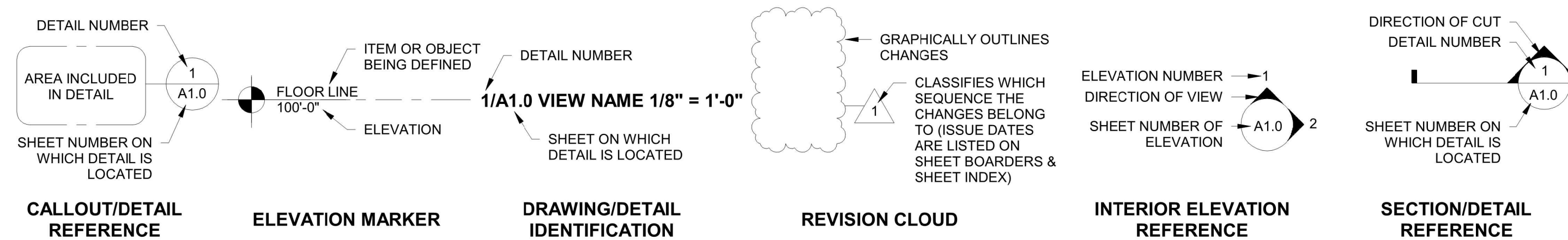
DATE: 05/02/2023

Revision Schedule		
Rev. No.	Revision Description	Rev. Date
1	ARCH DIMENSIONS	05/10/23



PLAN CONDITIONALLY APPROVED
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Approval of E-Plan Exam and the Municipal Building
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Review Type: Building & Structure Review Only.
Approved By: *Devin Oehldrich* Date: 06/19/2023

SYMBOLS LEGEND

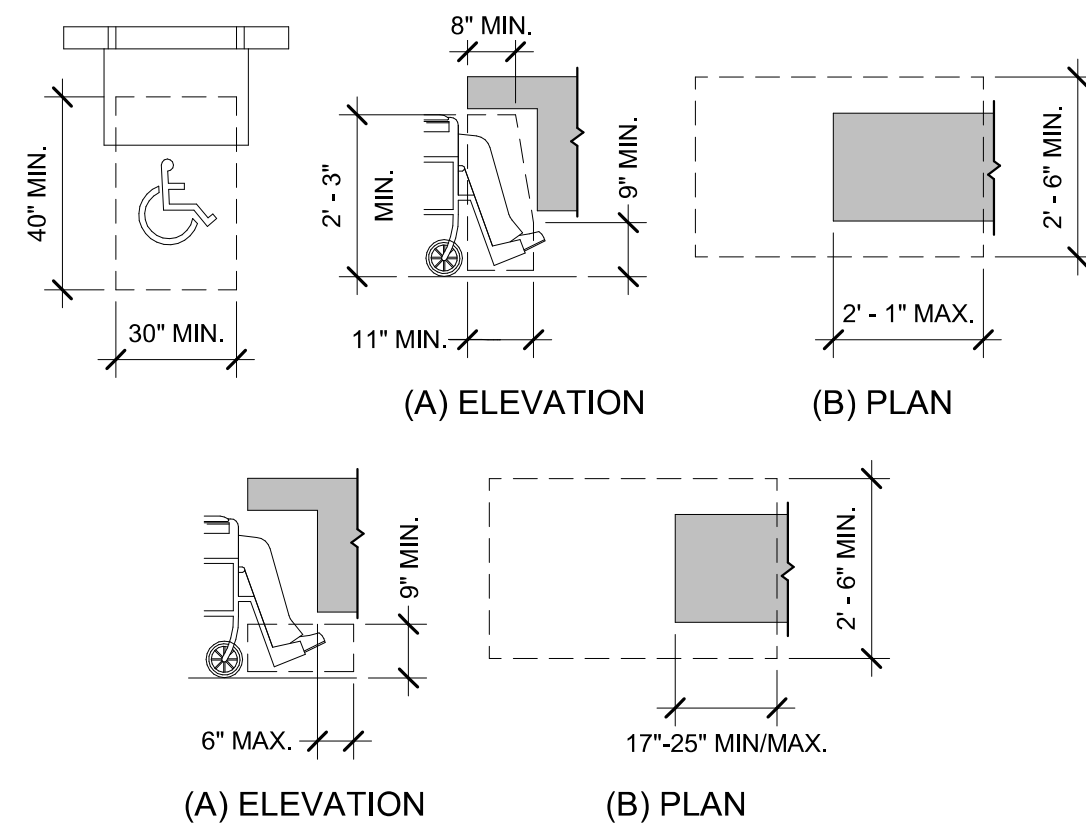


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- CONSTRUCTION

TITLE SHEET

T1.0



SALES & SERVICE COUNTER (ICC ANSI A117.1)

904.3.1 PARALLEL APPROACH. A PORTION OF THE COUNTER SURFACE 36 INCHES MINIMUM IN LENGTH AND 36 INCHES MAXIMUM IN HEIGHT ABOVE THE FLOOR SHALL BE PROVIDED. WHERE THE COUNTER SURFACE IS LESS THAN 36 INCHES IN LENGTH, THE ENTIRE COUNTER SURFACE SHALL BE 36 INCHES MAXIMUM IN HEIGHT ABOVE THE FLOOR. A CLEAR FLOOR SPACE COMPLYING WITH SECTION 305, POSITIONED FOR A PARALLEL APPROACH ADJACENT TO THE ACCESSIBLE COUNTER, SHALL BE PROVIDED.

904.3.2 FORWARD APPROACH. A PORTION OF THE COUNTER SURFACE 30 INCHES MINIMUM IN LENGTH AND 36 INCHES MAXIMUM IN HEIGHT ABOVE THE FLOOR SHALL BE PROVIDED. A CLEAR FLOOR SPACE COMPLYING WITH SECTION 305, POSITIONED FOR A FORWARD APPROACH TO THE ACCESSIBLE COUNTER, SHALL BE PROVIDED. KNEE AND TOE CLEARANCE COMPLYING WITH SECTION 306 SHALL BE PROVIDED UNDER THE ACCESSIBLE COUNTER.

DINING SURFACES AND WORK SURFACES (ICC ANSI A117.1)

902.2 CLEAR FLOOR SPACE. A CLEAR FLOOR SPACE COMPLYING WITH SECTION 305, POSITIONED FOR A FORWARD APPROACH, SHALL BE PROVIDED. KNEE AND TOE CLEARANCE COMPLYING WITH SECTION 306 SHALL BE PROVIDED.

902.4 HEIGHT. THE TOPS OF DINING SURFACES AND WORK SURFACES SHALL BE 28 INCHES MINIMUM AND 34 INCHES MAXIMUM IN HEIGHT ABOVE THE FLOOR.

7 /A0.1 SERVICE, DINING, & WORKSURFACE COUNTERS N.T.S.

- ALL NEW CONTROLS FOR USE BY OCCUPANTS SHALL BE MOUNTED BETWEEN 15" A.F.F. MIN. TO 48" A.F.F. MAX. TO TOP EDGE OF OPERATING COMPONENT AND PROVIDE A CLEAR FLOOR SPACE OF 30"x48" AT CONTROLS, OUTLETS, FIXTURES, ETC. CONTROLS LOCATED OVER AN OBSTRUCTION DEEPER THAN 10" MUST BE MOUNTED NO HIGHER THAN 46" A.F.F. ACCESSIBLE CONTROLS MUST NOT REQUIRE TIGHT GRASPING, PINCHING, OR TWISTING OF THE WRIST TO OPERATE. ALL CONTROLS SHALL COMPLY WITH THE CURRENT ADA STANDARDS IN TYPE AND INSTALLATION.
- TAKE MEASURES TO ENSURE THAT EXPOSED EDGES OF CARPET (INCLUDING FLOOR MATS) ARE SECURELY ATTACHED, FASTENED OR WEIGHTED DOWN TO THE FLOOR WITH TRIM ALONG ENTIRE LENGTH OF ALL EDGES.
- ALL NEW DOORS ALONG THE PATH OF TRAVEL SHALL NOT REQUIRE MORE THAN 5 POUND OF FORCE TO PUSH/PULL OPEN DOORS PER CURRENT ADA STANDARDS
- CONTRACTOR TO CONTRACT WITH PROPERTY'S LIFE SAFETY VENDOR TO FURNISH, INSTALL, AND/OR RELOCATE VISUAL ALARM DEVICES, IF REQUIRED. DEVICES SHALL BE MOUNTED TO 80" A.F.F. TO CENTER OF BOTTOM OR 6" BELOW FINISHED CEILING, WHICHEVER IS LOWER, UNLESS INDICATED OTHERWISE. DEVICES SHALL COMPLY WITH CURRENT ADA STANDARDS, NFPA 72 AND LOCAL/STATE CODES.
- ALL FINISHES, INCLUDING FLOOR FINISHES, SHALL COMPLY WITH CURRENT ADA STANDARDS IN TYPE AND INSTALLATION
- FURNITURE CONFIGURATIONS AT PUBLIC SPACES SHALL FOLLOW THE CLEAR FLOOR SPACE AND CIRCULATION SPACE REQUIREMENTS PER 2010 ADA STANDARDS. SEE ADDITIONAL NOTES THIS SHEET FOR ADDITIONAL INFORMATION AND CLARIFICATIONS
- ALL PUBLIC RESTROOM FIXTURES, ACCESSORIES, ETC. SHALL BE ADA COMPLIANT IN TYPE AND INSTALLATION PER CURRENT ADA STANDARDS. SEE NOTES, ELEVATIONS/DETAILS, AND FIXTURE SCHEDULE FOR ADDITIONAL INFORMATION AND SPECS.
- NOTE THAT ALL ADA INSTALLATION RANGES (i.e. WATER CLOSET DIMENSIONS) AS INDICATED ON THESE DRAWINGS ARE PER CURRENT ADA STANDARDS. LOCAL AND STATE CODES MAY CONFLICT. G.C. SHALL VERIFY DURING PERMIT PROCESS AND/OR PRE-CONSTRUCTION DISCUSSION WITH LOCAL AUTHORITIES.
- GC SHALL COORDINATE WITH PROPERTY SIGNAGE VENDOR TO PROVIDE NEW ADA COMPLIANT SIGNAGE AT ACCESSIBLE DOORS.
- NEW ROOM I.D. AND/OR DIRECTIONAL SIGNAGE SHALL BE TACTILE TYPE MOUNTED AT 48" A.F.F. TO THE BASELINE OF THE LOWEST TACTILE CHARACTERS AND 60" A.F.F. TO THE BASELINE OF THE HIGHEST TACTILE CHARACTERS. SIGNAGE TO BE LOCATED AT THE LATCH SIDE OF DOOR. IF THERE IS NO WALL SPACE AT THE LATCH SIDE OF DOOR THEN SIGNAGE SHALL BE LOCATED ON THE NEAREST ADJACENT WALL. SIGNAGE AT DOUBLE DOORS WITH INACTIVE LEAF SHALL BE LOCATED ON THE INACTIVE LEAF. DOUBLE DOORS WITH TWO ACTIVE LEAFS, LOCATE SIGNAGE TO THE RIGHT OF THE RIGHT HAND DOOR PER CURRENT ADA STANDARDS.
- BRAILLE ON SIGNAGE SHALL BE CONTRACTED (GRADE 2) BRAILLE DOTS SHALL HAVE DOMED OR ROUNDED SHAPE. THERE SHOULD BE A MIN. OF 3/8" BETWEEN BRAILLE AND ANY OTHER RAISED CHARACTER, BORDER OR ELEMENT PER CURRENT ADA STANDARDS.
- ALL OBJECTS MOUNTED BETWEEN 27" A.F.F. AND 80" A.F.F. SHALL NOT PROTRUDE MORE THAN 4" FROM THE FACE OF THE WALL PER CURRENT ADA STANDARDS.

4 /A0.1 ADA GENERAL CONSTRUCTION NOTES N.T.S.

IBC 1210.2 FLOORS AND WALL BASES. IN OTHER THAN DWELLING UNITS, TOILET, BATHING AND SHOWER ROOM FLOOR FINISH MATERIALS SHALL HAVE A SMOOTH, HARD, NONABSORBENT SURFACE. THE INTERSECTIONS OF SUCH FLOORS WITH WALLS SHALL HAVE SMOOTH, HARD NONABSORBENT VERTICAL BASE THAT EXTENDS UPWARD ONTO THE WALL NOT LESS THAN 4 INCHES.

1210.2.2 WALLS AND PARTITIONS. WALLS AND PARTITIONS WITHIN 2 FEET OF SERVICE SINKS, URINALS AND WATER CLOSETS SHALL HAVE A SMOOTH, HARD, NONABSORBENT SURFACE. TO A HEIGHT OF NOT LESS THAN 4 FEET ABOVE THE FLOOR, AND EXCEPT FOR STRUCTURAL ELEMENTS, THE MATERIALS USED IN SUCH WALL SHALL BE OF A TYPE THAT IS NOT ADVERSELY AFFECTED BY MOISTURE. ACCESSORIES SUCH AS GRAB BARS, TOWEL BARS, PAPER DISPENSERS AND SOAP DISHES, PROVIDED ON OR WITHIN WALLS, SHALL BE INSTALLED AND SEALED TO PROTECT STRUCTURAL ELEMENTS FROM MOISTURE.

ICC A117.1 606.6 WATER SUPPLY AND DRAINPIPES UNDER LAVATORIES AND SINKS SHALL BE INSULATED OR OTHERWISE CONFIRMED TO PROTECT AGAINST CONTACT. THERE SHALL BE NO SHARP OR ABRASIVE SURFACES UNDER LAVATORIES AND SINKS.

5 /A0.1 BATHROOM REQUIREMENTS N.T.S.

MEANS OF EGRESS ILLUMINATION (IBC 1008)
ILLUMINATION LEVEL UNDER NORMAL POWER. THE MEANS OF EGRESS ILLUMINATION LEVEL WHICH SHALL NOT BE LESS THAN 1 FOOT-CANDLE AT THE WALKING SURFACE DURING ALL PERIODS OF OCCUPANCY, UNLESS MEETING THE EXCEPTION FOR AISLES IN ASSEMBLY USES AND SELECT SLEEPING AND DWELLING UNITS. IN THE EVENT OF POWER SUPPLY FAILURE IN ROOMS AND SPACES THAT REQUIRE TWO OR MORE MEANS OF EGRESS, AN EMERGENCY ELECTRICAL SYSTEM SHALL AUTOMATICALLY ILLUMINATE AISLES, CORRIDORS, AND EXIT ACCESS STAIRWAYS AND RAMPS

FIRE EXTINGUISHERS (IBC 906)
PORTABLE FIRE EXTINGUISHERS SHALL BE SELECTED, INSTALLED, AND MAINTAINED IN ACCORDANCE WITH IBC 906 AND NFPA 10. FOR OCCUPANCIES OF ORDINARY HAZARD THE MAX. TRAVEL DISTANCE TO A FIRE EXTINGUISHER IS 75'.

6 /A0.1 EGRESS LIGHTING & FIRE EXTINGUISHERS N.T.S.

- ANY DEVIATION FROM PLANS SHALL HAVE BEEN CONSULTED WITH AND DOCUMENTED BY THE SUPERVISING PROFESSIONAL OF RECORD.
- THIS IS A DESIGN-BUILD PROJECT. ALL MATERIALS, WORKMANSHIP AND DETAILS SHALL CONFORM TO INDUSTRY STANDARDS. THE SUBCONTRACTOR SHALL FAMILIARIZE HIMSELF WITH THE SPECIFICATIONS REFERENCED HEREIN AND SHALL CLARIFY ANY DISCREPANCIES WITH BAYLAND BUILDINGS, INC. PRIOR TO BEGINNING WORK.
- NON-CONTRACT ITEMS MAY APPEAR ON THESE PLANS THAT ARE DONE BY OTHERS AND ARE NOT PART OF THE BAYLAND BUILDINGS, INC. CONTRACT.
- PLUMBING, ELECTRICAL, & MECHANICAL CONTRACTORS THIS IS A DESIGN BUILD PROJECT. EACH SUBCONTRACTOR SHALL PROVIDE PLANS TO THE PROJECT MANAGER AND THE SUPERVISING PROFESSIONAL FOR REVIEW PRIOR TO THE PLANS BEING SUBMITTED TO THE AUTHORITY HAVING JURISDICTION (AHJ). EACH SUBCONTRACTOR SHALL MAINTAIN A SET OF DRAWINGS AT THE JOB SITE TO RECORD ANY CHANGES TO THE DESIGN. THIS DRAWING OF RECORD AND THE AHJ APPROVED PLANS SHALL BE TURNED OVER TO THE PROJECT MANAGER AT THE END OF THE PROJECT.
- ALL MATERIALS, WORKMANSHIP AND DETAILS SHALL CONFORM TO THE REQUIREMENTS OF THE LATEST EDITION OF THE COMMERCIAL BUILDING CODE.
- SUBCONTRACTOR SHALL FAMILIARIZE HIMSELF WITH ALL ARCHITECTURAL, MECHANICAL AND ELECTRICAL DRAWINGS TO VERIFY THE LOCATION AND DIMENSIONS OF CHASES, INSERTS, OPENINGS, SLEEVES, REGLETS, DEPRESSIONS AND OTHER PROJECT REQUIREMENTS NOT SHOWN ON THE STRUCTURAL DRAWINGS.
- THE TYPICAL DETAILS SHOWN ON THE DRAWINGS SHALL BE APPLICABLE TO ALL PARTS OF THE CONTRACT DRAWINGS UNLESS SPECIFICALLY NOTED OTHERWISE.

1 /A0.1 GENERAL REQUIREMENTS N.T.S.

A.B.(s)	anchor bolt (s)	HDR	header
A/C	air conditioning	HORZ	horizontal
A/C.T	acoustical tile	HSS	hollow structural section
AFF	above finished floor	HT	height
ALT	alternate	HVAC	heating, ventilating & a/c
ALUM	aluminum	ID	inside diameter
ARCH	architectural	INSUL	insulation
ASPH	asphalt	INT	interior
B.BD	base board	JST(S)	joist(s)
BBP	block between purlins	K.O.	knockout
B-FD	bi-folding	L	angle
BD(S)	board(s)	LAM	laminated(d)
BIT	bituminous	LAV	lavatory
BLDG	building	L.L.H.	long leg horiz.....
BLK(G)	block(ing)	L.L.V.	long leg vertical
BM	bench mark or beam	LTG	lighting
BR	brace	MECH	mechanical
BRG	bearing	MH	manhole
BRK	brick	MISC	miscellaneous
B.S.	both sides	M.O.	masonry opening
BSMT	basement	N.I.C.	not in contract
CL	centerline	N.T.S.	not to scale
C	channel	O.A.	overall
CB	catch basin	O.C.	on center
C.H.	ceiling height	O.D.	outside diameter
C.J.	control joint	O.H.	overhead
CLG	ceiling	O/O	out to out
CLR	clear	OPG	opening
CMU	concrete masonry unit	OPP	opposite
COL	column	C.P.T.	ceramic tile
CONC	concrete	CONC	concrete
CONN	connector(s)	CONC	concrete
CONST	construction	CYD	cubic yard
CONT	continue(uous)	d	penny
CPT	carpet	DBL	double
C.T.	ceramic tile	D.F.	drinking fountain
PERI	perimeter	DIA	diameter
PL	property line	DIAG	diagonal
PLWD	plywood	DIM	dimension
PPE	polypropylene	DN	down
PSF	pounds per square foot	DR	door
PSI	pounds per square inch	DS	downspout
P.T.	pressure treated	E.E.	each end
PTN	partition	EIFS	ext. insul. & finish system
PVC	polyvinyl chloride	ELEC	electric(al)
PVMT	pavement	ELEV	elevation
R	radius	EQ	equal
RECP	receptacles	EQPT	equipment
REC	remove	EQV	equivalent
REV	revise(ion)(s)(d)	E.W.	each way
RH	right hand	EXG	existing
RM	room	EXP	exposed
R.O.	rough opening	EXT	exterior
R.O.W.	right of way	F.A.	fire alarm
RQ'D	required	F.D.	fire alarm
SCH	schedule	FE	fire extinguisher
SGL	single	FEC	fire exting. w/ cabinet
S.O.G.	slab on grade	FFE	finished floor elevation
SO	square	FLR(G)	floor(ing)
STAG	staggered	FNDN	foundation
STD	standard	F.O.C.	face of concrete
STL	steel	F.O.M.	face of masonry
STR	structural	F.O.S.	face of studs
TB	thermal broke	FT	foot
T&B	top and bottom	FTG	footing
T&G	tongue and groove	GA	gauge
T.O.M.	top of masonry	GYP	gypsum
T.O.S.	top of steel	HC	handicapped
T.O.S.J.	top of steel joist	U.N.O.	unless noted otherwise
T.O.W.	top of wall	UTIL	utility
T.S.	tube steel	V.B.	vapor barrier
TYP	typical	V.C.T.	vinyl composition tile
U.N.O.	unless noted otherwise	W.I.C.	walk in closet
UTIL	utility	WH	water heater
V.B.	vapor barrier	WWF	welded wire fabric
V.C.T.	vinyl composition tile		
W.I.C.	walk in closet		
WH	water heater		
WWF	welded wire fabric		

2 /A0.1 ABBREVIATIONS N.T.S.

IBC 1013.1 EXIT SIGNS
EXITS AND EXIT ACCESS DOORS SHALL BE MARKED BY AN APPROVED EXIT SIGN READILY VISIBLE FROM ANY DIRECTION OF EGRESS TRAVEL. THE PATH OF EGRESS TRAVEL TO EXITS AND WITHIN EXITS SHALL BE MARKED BY READILY VISIBLE EXIT SIGNS TO CLEARLY INDICATE THE DIRECTION OF EGRESS TRAVEL IN CASES WHERE THE EXIT OR THE PATH OF EGRESS TRAVEL IS NOT IMMEDIATELY VISIBLE TO THE OCCUPANTS. INTERVENING MEANS OF EGRESS DOORS WITHIN EXITS SHALL BE MARKED BY EXIT SIGNS. EXIT SIGN PLACEMENT SHALL BE SUCH THAT NO POINT IN AN EXIT ACCESS CORRIDOR OR EXIT PASSAGEWAY IS MORE THAN 100 FEET OR THE LISTED VIEWING DISTANCE FOR THE SIGN, WHICHEVER IS LESS, FROM THE NEAREST VISIBLE EXIT SIGN. THE SYMBOL TO DENOTE AN EXIT SIGN LOCATION IS THAT OF A CIRCLE CONTAINING AN "X".

3 /A0.1 EXIT SIGNS N.T.S.

BAYLAND
BAYLAND BUILDINGS
P.O. BOX 13571 GREEN BAY, WI 54307
(920) 498-9300 FAX (920) 498-3033
www.baylandbuildings.com
DESIGN & BUILD GENERAL CONTRACTOR

PROPOSED BUILDING FOR:
ANTOJITOS MEXICANOS
APPLETON, WISCONSIN; COUNTY OF: OUTAGAMIE

SCALE VERIFICATION
THIS BAR MEASURES 1" ON ORIGINAL.
ADJUST SCALE ACCORDINGLY

NOTICE OF COPYRIGHT
THESE PLANS ARE COPYRIGHTED AND ARE SUBJECT TO COPYRIGHT PROTECTION AS AN "ARCHITECTURAL WORK" UNDER SEC. 102 OF THE COPYRIGHT ACT, 17 U.S.C. AS AMENDED DECEMBER 1990 AND KNOWN AS ARCHITECTURAL WORKS COPYRIGHT PROTECTION ACT OF 1990. THE PROTECTION INCLUDES BUT IS NOT LIMITED TO THE OVERALL FORM AS WELL AS THE ARRANGEMENT AND COMPOSITION OF SPACES AND ELEMENTS OF THE DESIGN, UNLESS SUCH PROTECTION UNAUTHORIZED USE OF THESE PLANS, WORK OR BUILDING REPRESENTED, CAN LEGALLY RESULT IN THE CESSATION OF CONSTRUCTION OR BUILDINGS BEING SEIZED AND/OR MONETARY COMPENSATION TO BAYLAND BUILDINGS, INC.

JOB NUMBER: 23-5353

PROJECT EXECUTIVE: NICK VAN LANEN
(920) 680-8110

DRAWN BY: JRG

DATE: 05/02/2023

REVISIONS:

PLAN CONDITIONALLY APPROVED

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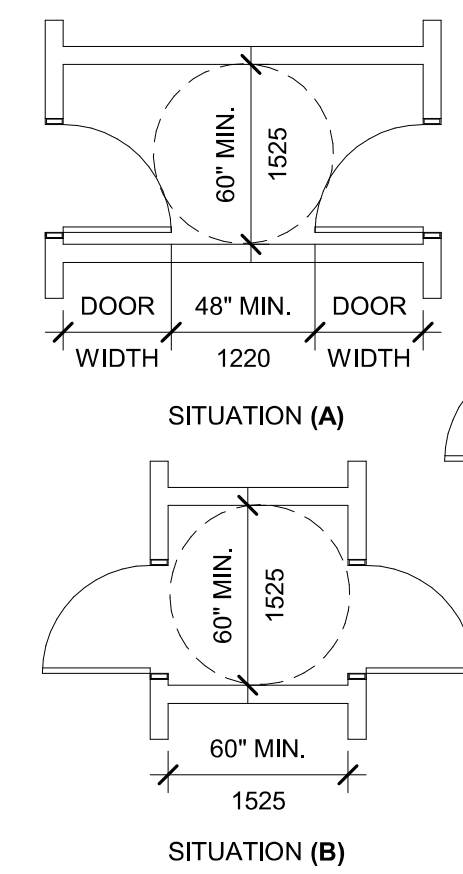
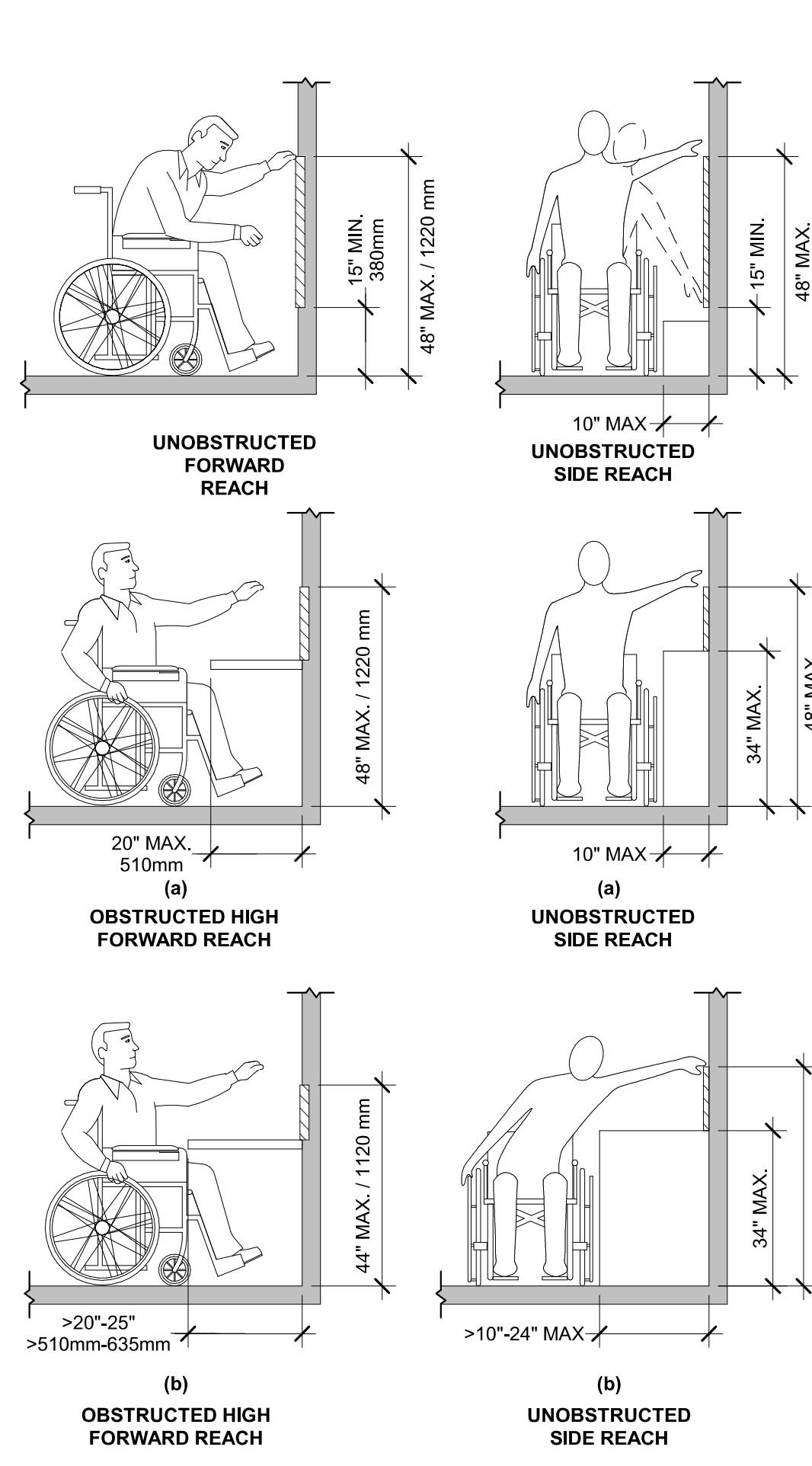
Approved By: *Christy Amey* Date: 06/19/2023

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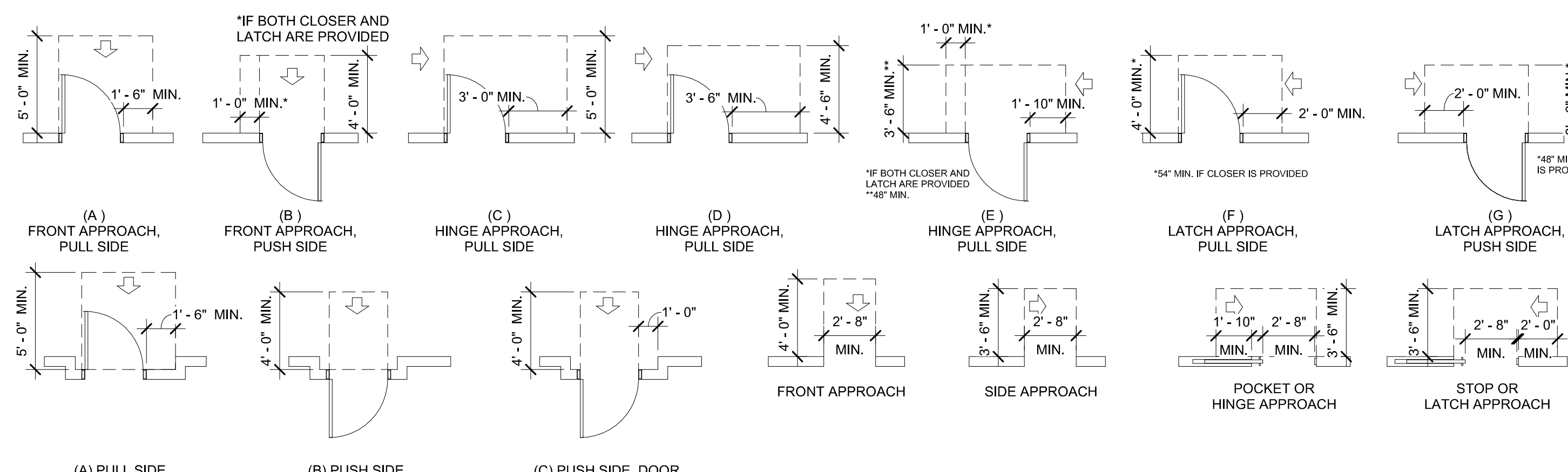
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PLAN NOTES

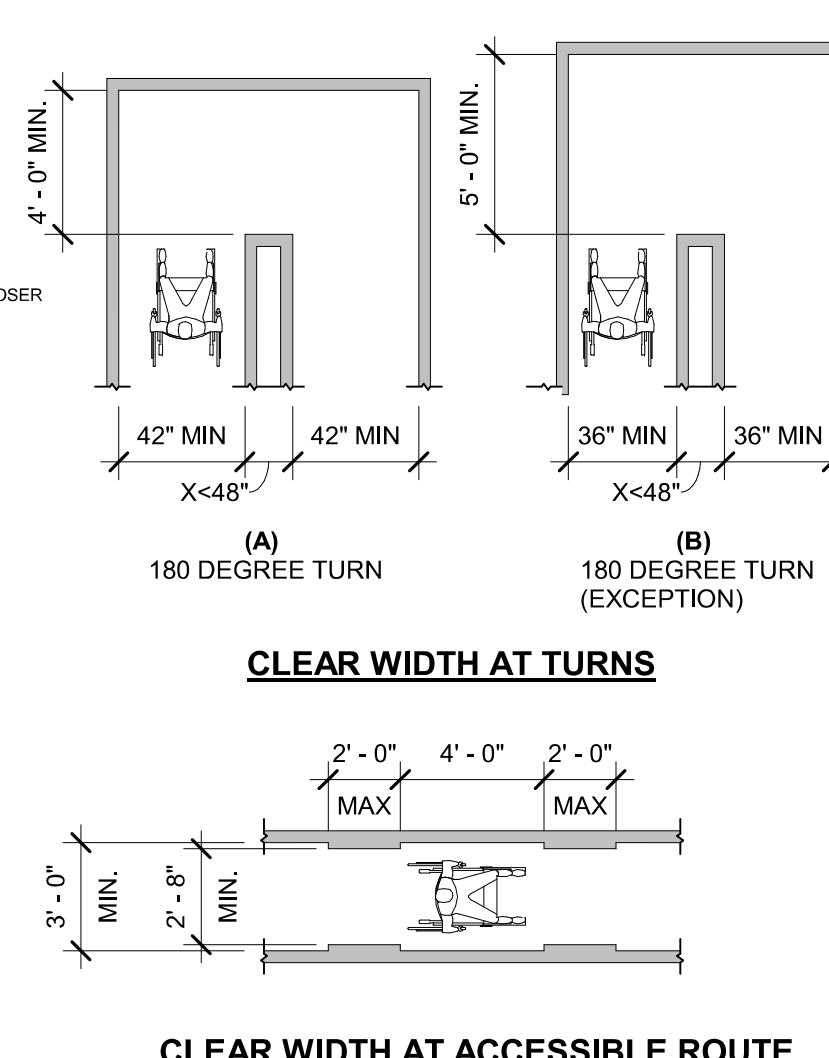
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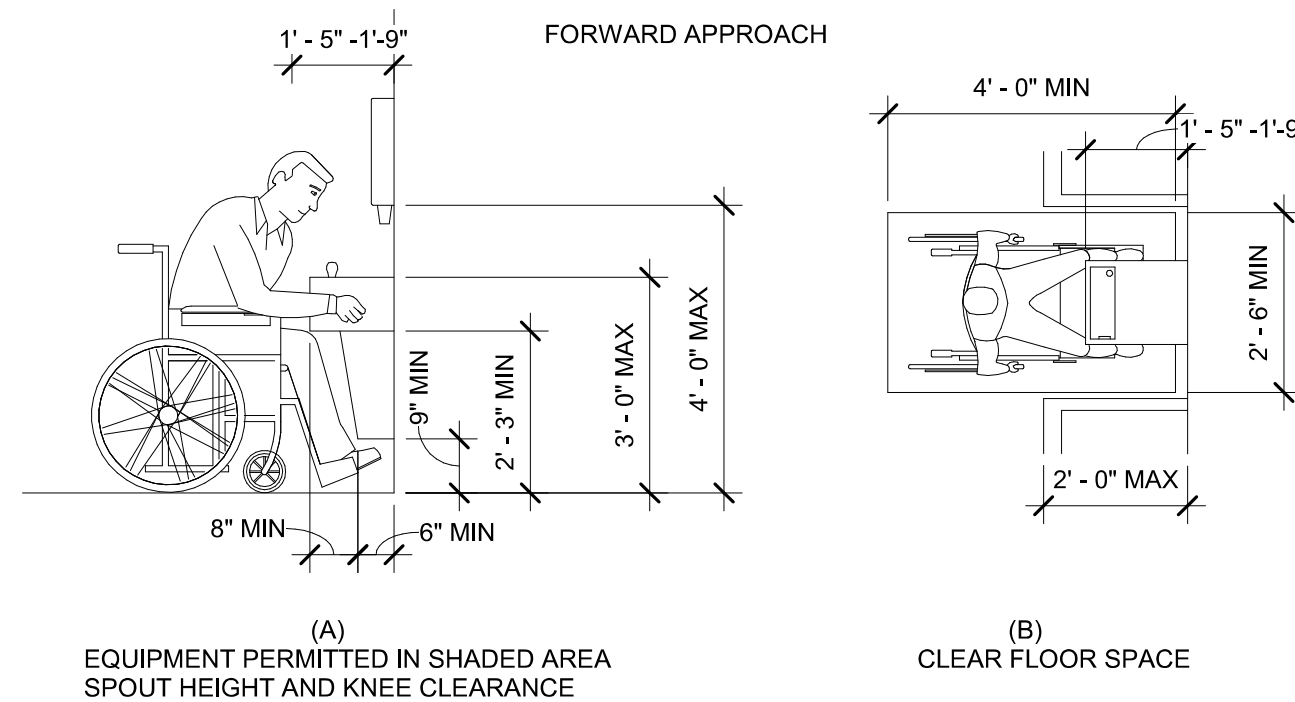
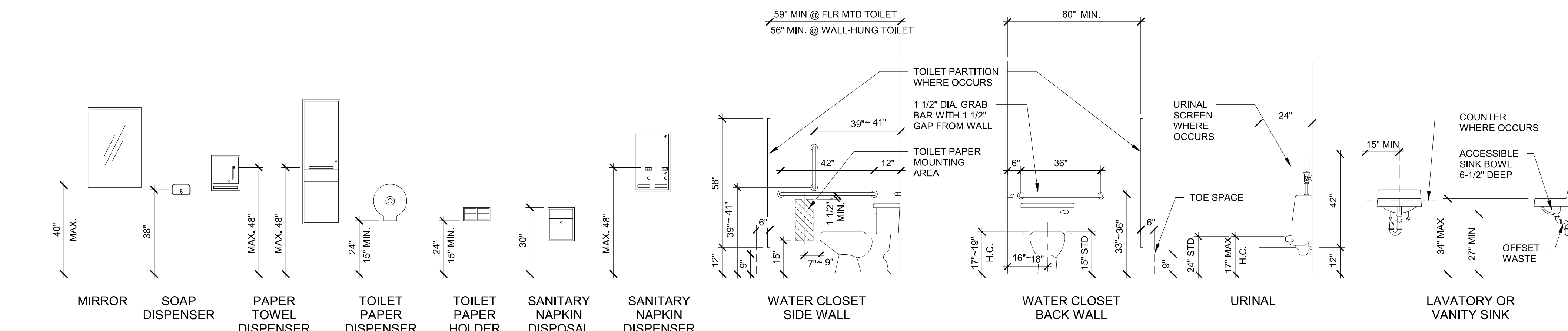
1 / A0.2 MANEUVERING CLEARANCES AT DOORS N.T.S.



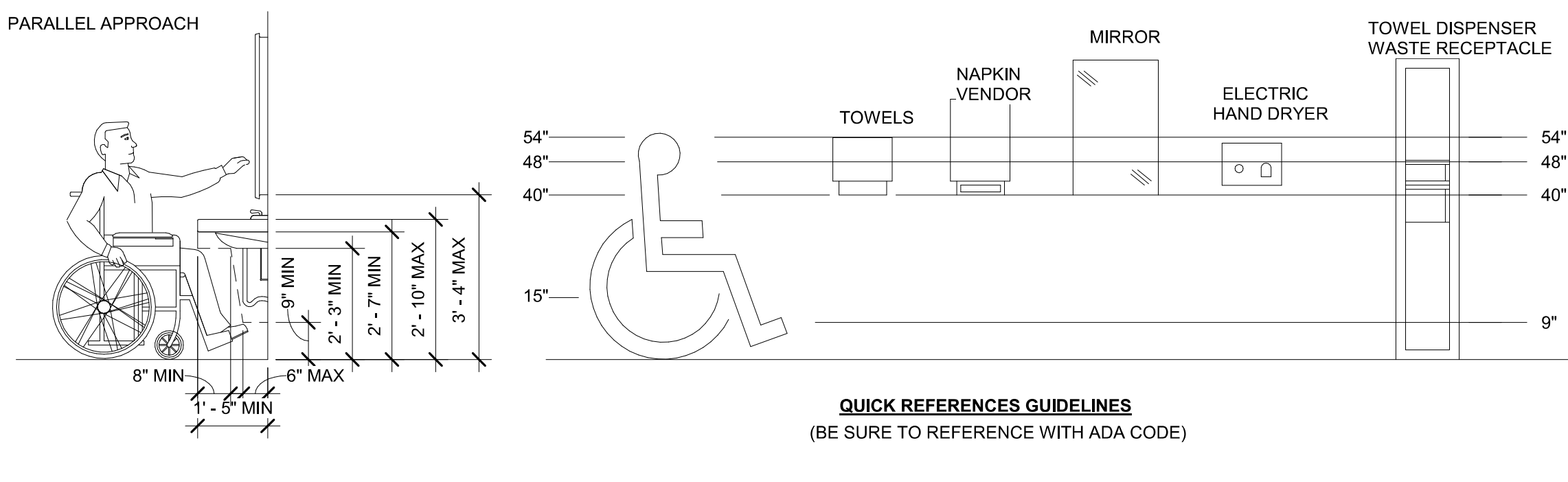
MANEUVERING CLEARANCES AT DOORWAYS WITHOUT DOORS, SLIDING DOORS, GATES, AND FOLDING DOORS



4 / A0.2 UNOBSTRUCTED REACH DETAILS N.T.S.



DRINKING FOUNTAINS AND WATER CLOSETS

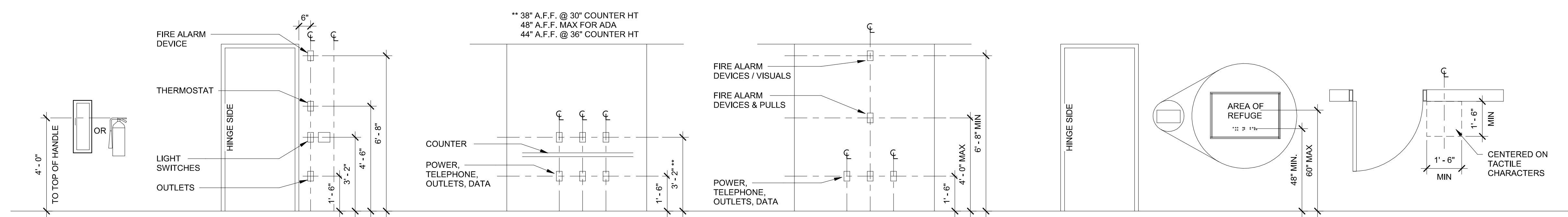


LAVATORY CLEARANCES

QUICK REFERENCES GUIDELINES (BE SURE TO REFERENCE WITH ADA CODE)

ACCESSIBILITY GUIDELINES THE DIAGRAM BELOW SHOWS RECOMMENDED MOUNTING HEIGHTS FOR MANY WASHROOM ACCESSORIES. A MINIMUM 30" x 48" CLEAR FLOOR SPACE IS REQUIRED IN FRONT OF ALL ACCESSIBLE FIXTURES AND ACCESSORIES.

2 / A0.2 TYPICAL ACCESSIBLE HEIGHTS N.T.S.



3 / A0.2 ADA - DEVICE MOUNTING HEIGHTS N.T.S.

PROPOSED BUILDING FOR:

ANTOJITOS MEXICANOS

APPLETON, WISCONSIN; COUNTY OF: OUTAGAMIE

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DRAWN BY: JRG

DATE: 05/02/2023

REVISIONS:

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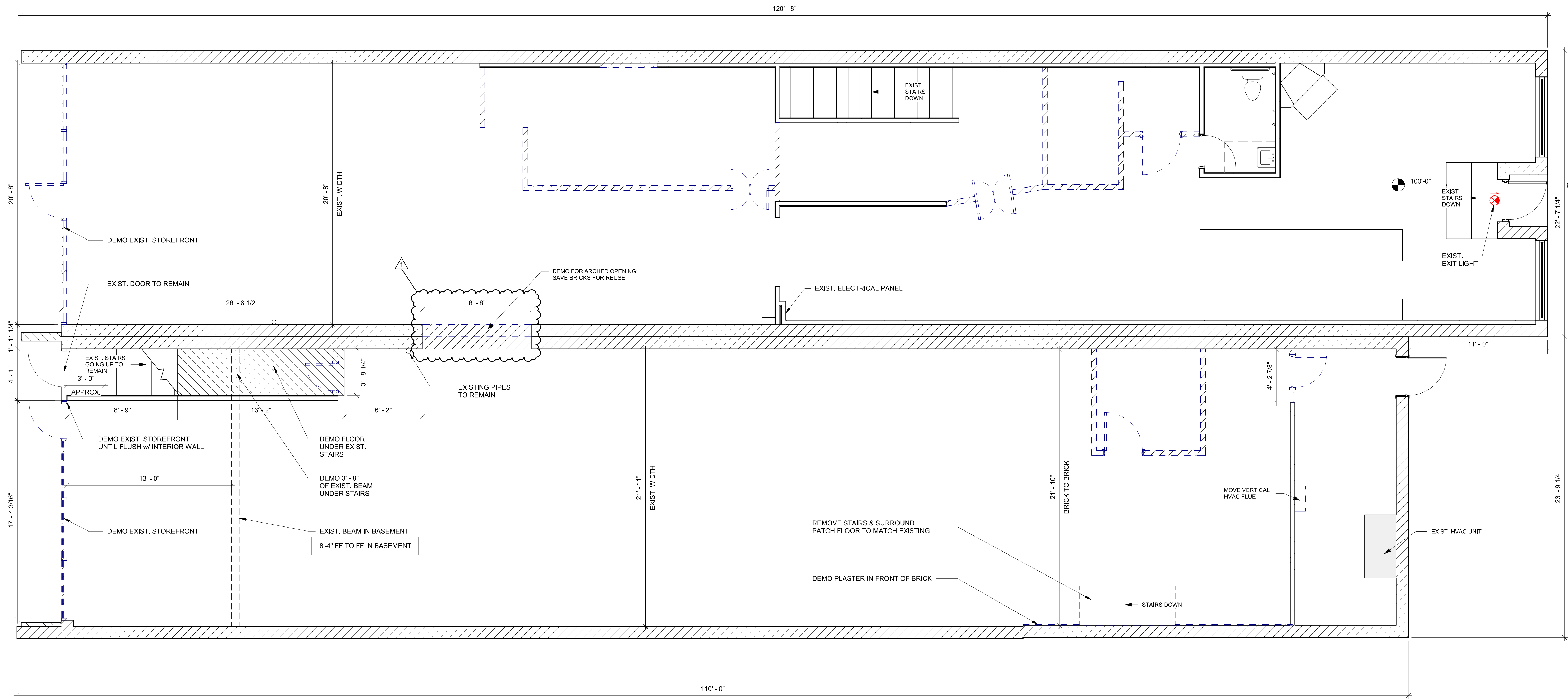
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A0.2

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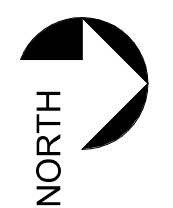
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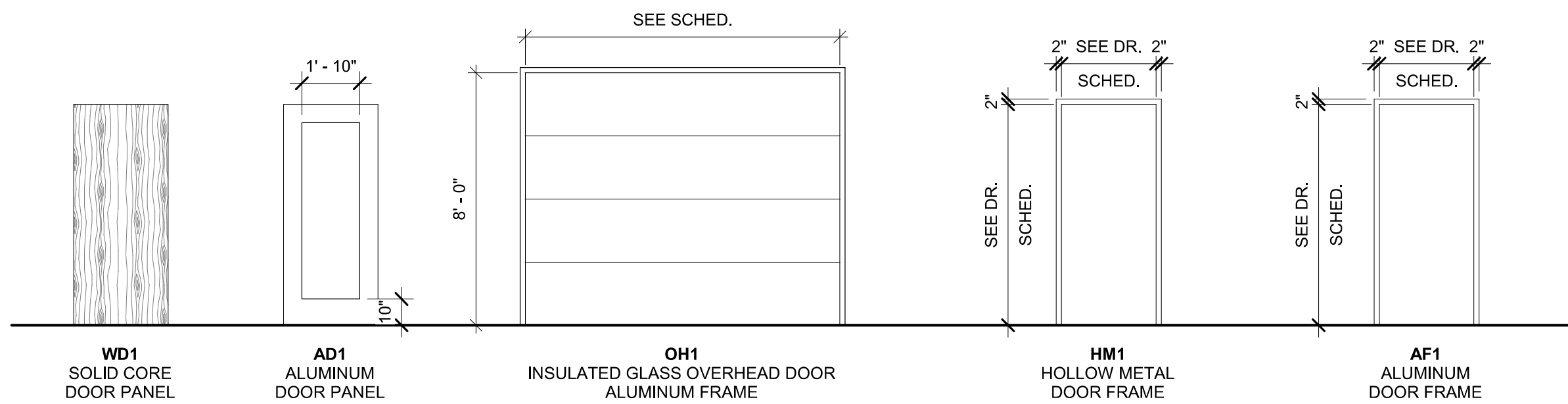
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FLOOR PLAN - EXISTING/DEMO

A1.0

FLOOR PLAN - EXISTING/DEMO
1/1A.0 SCALE = 1/4" = 1'-0"

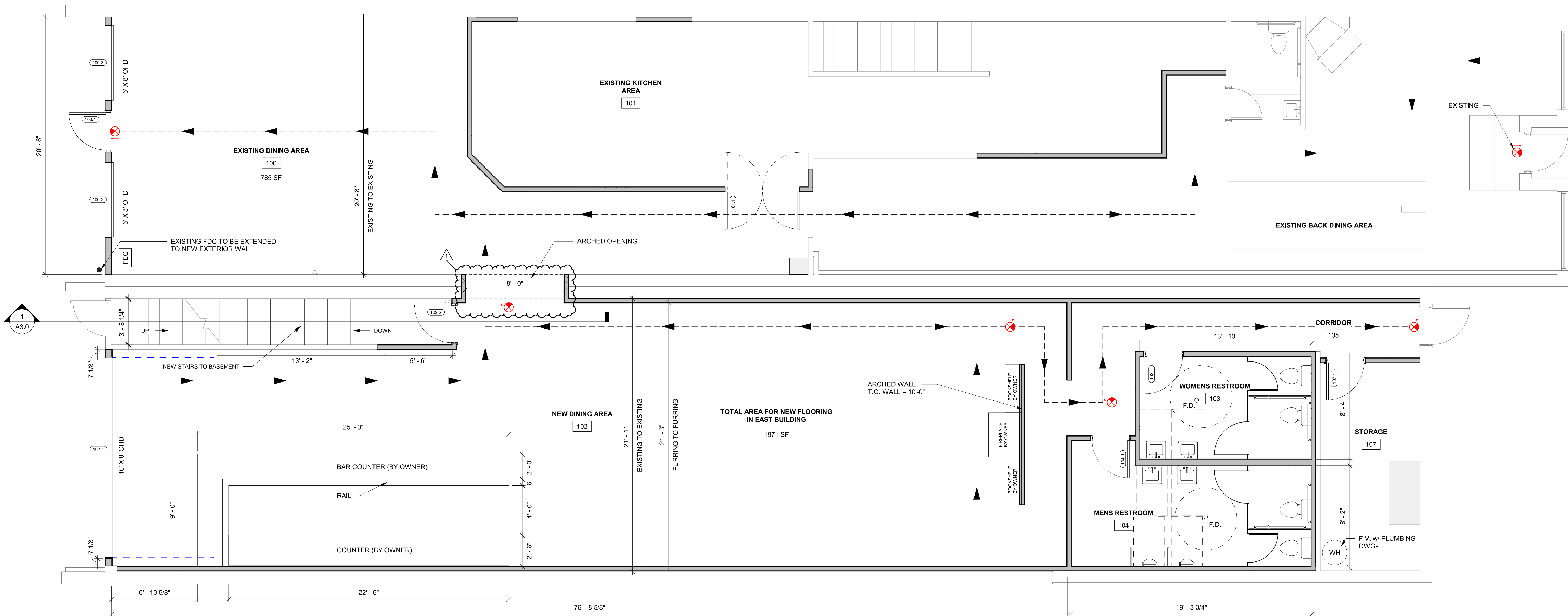




DOOR SCHEDULE													GENERAL REMARKS			
DOOR					DOOR HARDWARE											
NUMBER	WIDTH	HEIGHT	TYPE	FRAME TYPE	FIRE RATING	LOCK	PASSAGE	CLOSER	PANIC	PRIVACY	WALL STOP	WEATHER STRIPPING	PUSH - PULL HANDLES	SPECIALTY HARDWARE		
100.1	3'-0"	7'-0"	AD1	AF1												
100.2	6'-0"	8'-0"	OH1													
100.3	6'-0"	8'-0"	OH1													
101.1	6'-0"	6'-8"														ELIASON DOOR
102.1	16'-0"	8'-0"	OH1													
102.2	3'-0"	6'-8"	WD1	HM1												
103.1	3'-0"	6'-8"	WD1	HM1												
104.1	3'-0"	6'-8"	WD1	HM1												
107.1	3'-0"	6'-8"	WD1	HM1												

GENERAL NOTES:
1. ALL WOOD DOOR/ WINDOW & CASINGS SPECIES TO BE OAK U.N.O.

- SPECIALTY HARDWARE**
- EXIT ONLY LOCK
 - OVERHEAD STOP
 - FLOOR STOP
 - KICK PLATE
 - SECURITY ENTRY KEYPAD
 - CYLINDER LOCK
 - LATCH GUARD
 - SEALED THRESHOLDS
 - OVERHEAD DRIP CAPS
 - DOUBLE WEATHERSTRIPPING



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REPRESENTED, CAN LEGALLY RESULT IN THE CESSATION OF
CONSTRUCTION OR BUILDINGS BEING SEIZED AND/OR MONETARY
COMPENSATION TO BAYLAND BUILDINGS, INC.

JOB NUMBER: 23-5353

PROJECT EXECUTIVE: NICK VAN LANEN
(920) 680-8110

DRAWN BY: JRG

DATE: 05/02/2023

REVISIONS:

1 05/10/23 JRG

PLAN CONDITIONALLY APPROVED

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Review Type: Building & Structure Review Only.

Approved by: *[Signature]* Date: 06/19/2023

ISSUED FOR: CHECKED DATE:
BY:

- PRELIMINARY
- BID SET
- DESIGN REVIEW
- CHECKSET
- CONSTRUCTION

FLOOR PLAN - PROPOSED

A1.1

FLOOR PLAN - PROPOSED
1/A1.1 SCALE = 1/4" = 1'-0"



PROPOSED BUILDING FOR:
ANTOJITOS MEXICANOS
APPLETON, WISCONSIN; COUNTY OF: OUTAGAMIE

SCALE VERIFICATION
THIS BAR MEASURES 1" ON ORIGINAL.
ADJUST SCALE ACCORDINGLY

NOTICE OF COPYRIGHT
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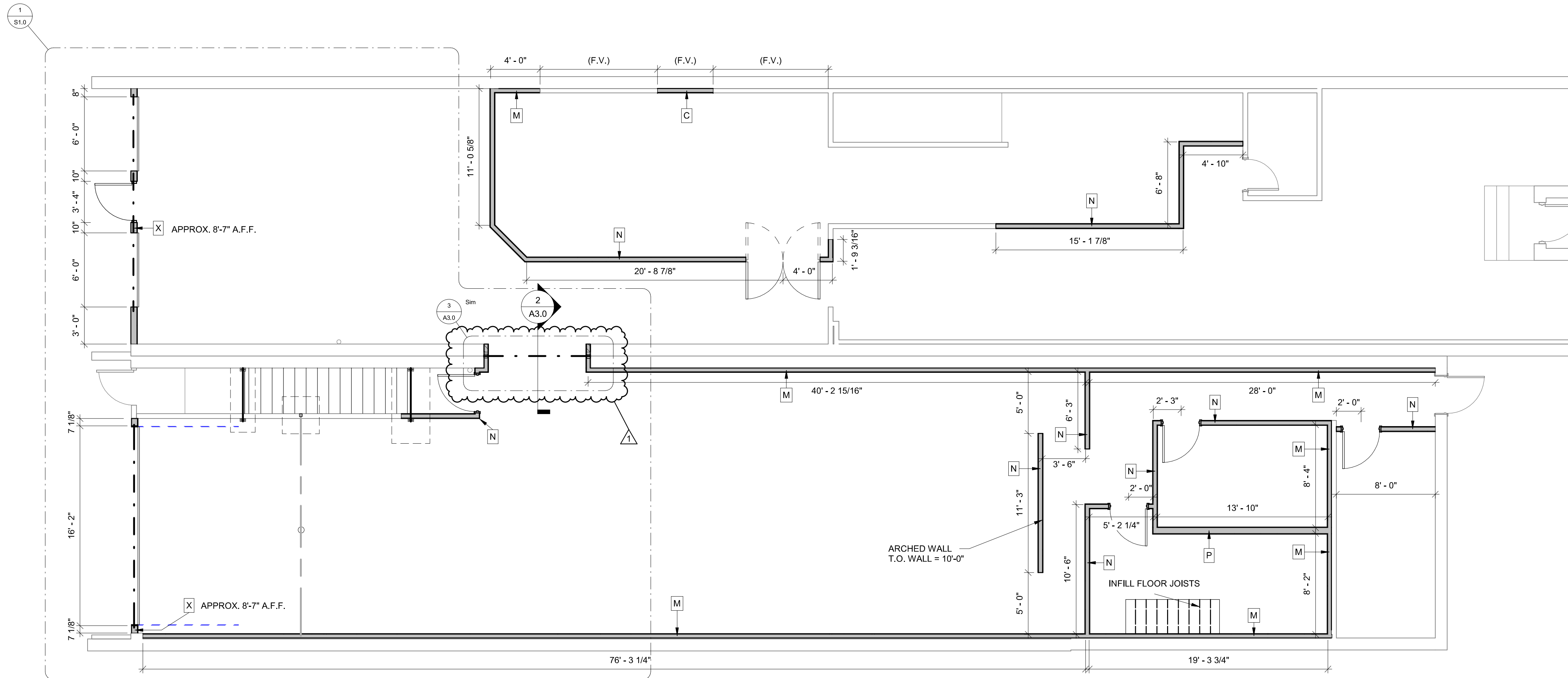
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- X**
- 2x6 STUDS @ 16" O.C.
- ALUM WRAP JAMBS (ONE SIDE)
- PER GLAZING CONT.
- 5/8" GYP BD (ONE SIDE)
- 6" BATT INSUL.
- C**
- 3-5/8" 20GA MTL STUDS @ 16" O.C.
- 5/8" DUROLOC (ONE SIDE)
- 4" BATT INSUL.
- M**
- 2x4 STUDS @ 16" O.C.
- 5/8" GYPSUM BD. (ONE SIDE)
- 4" BATT INSULATION
- N**
- 2x4 STUDS @ 16" O.C.
- 5/8" GYPSUM BD. (BOTH SIDES)
- 4" BATT INSULATION
- P**
- 2x6 STUDS @ 16" O.C.
- 5/8" GYP BD. (BOTH SIDES)
- 6" SOUND BATT INSULATION



FRAMING PLAN

1/A1.2 SCALE = 3/16" = 1'-0"

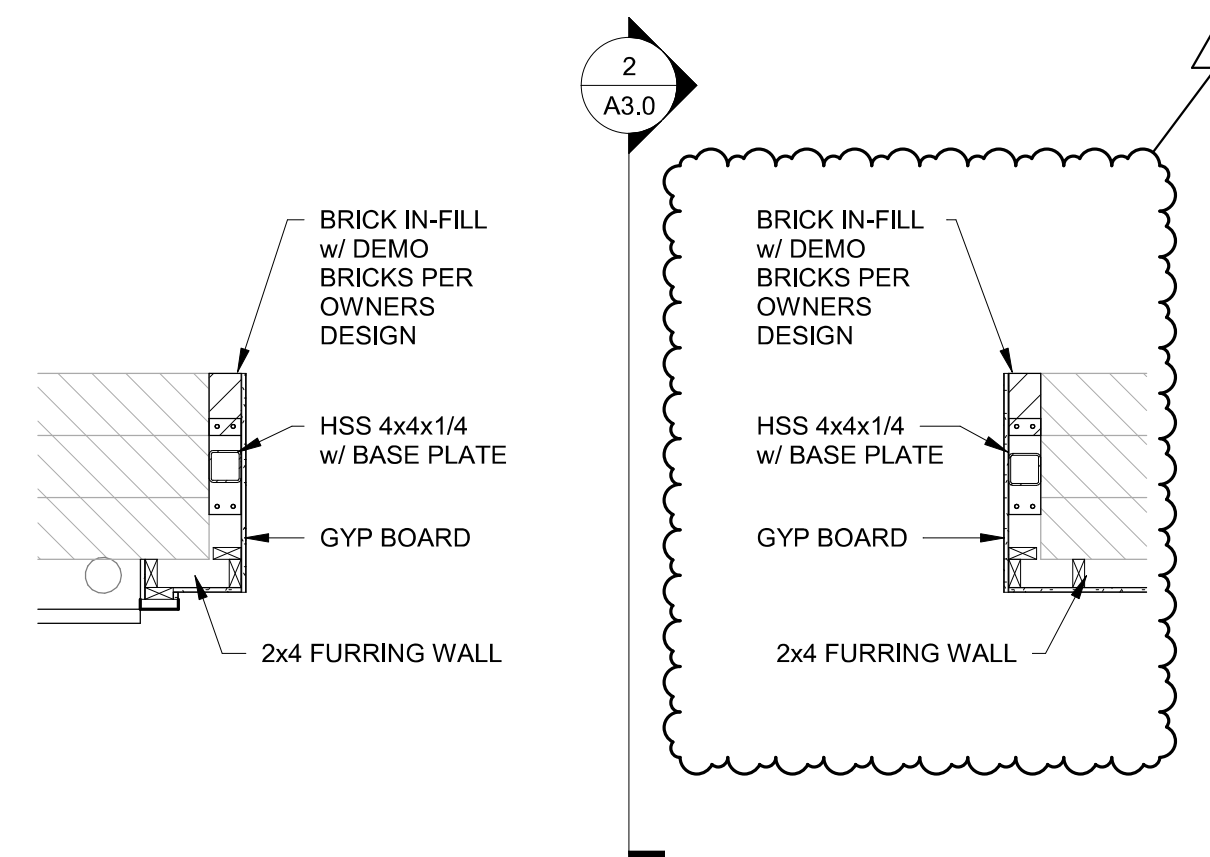


ISSUED FOR: CHECKED DATE:
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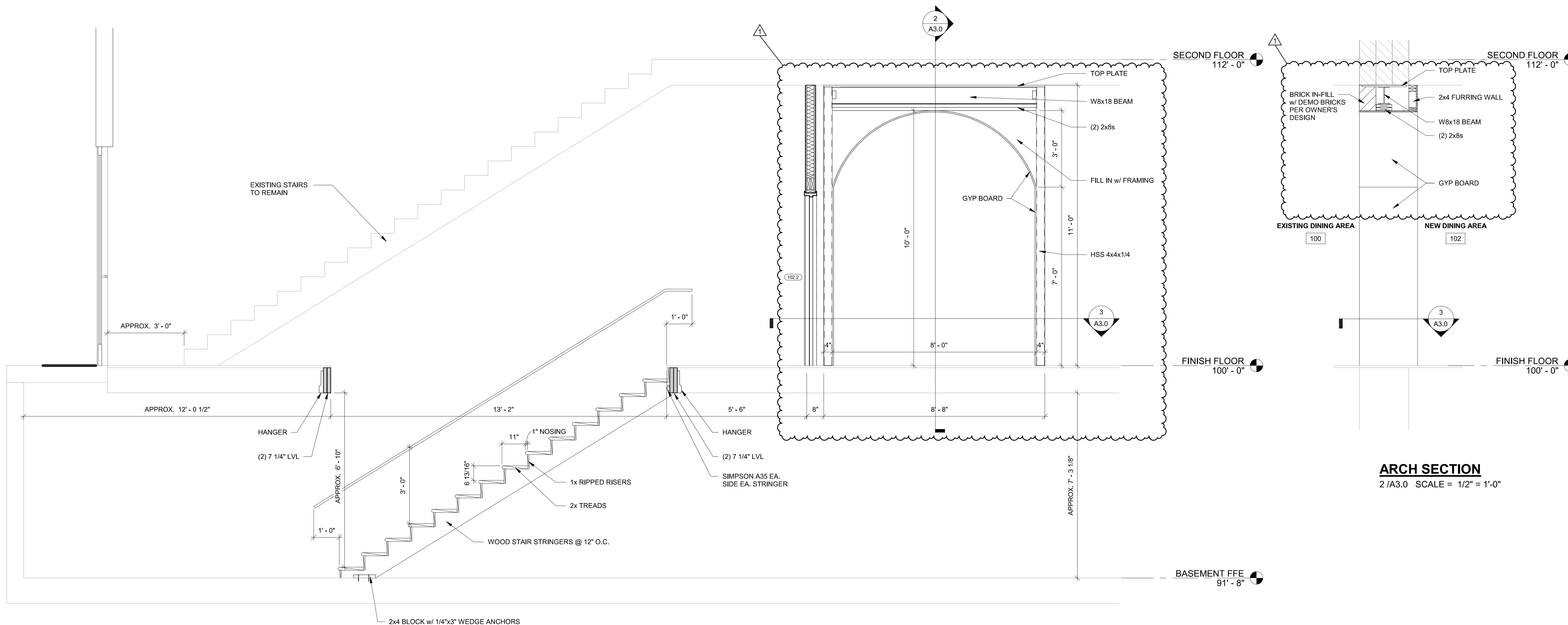
FRAMING PLAN - OVERALL

A1.2



ARCH OPENING - ENLARGED PLAN

3 /A3.0 SCALE = 1/2" = 1'-0"



STAIR SECTION

1 /A3.0 SCALE = 1/2" = 1'-0"

ARCH SECTION

2 /A3.0 SCALE = 1/2" = 1'-0"

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REVISIONS:

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STAIR SECTION

A3.0

MATERIAL LEGEND

FLOORING FINISH

MARK	DESCRIPTION
LVP-1	FINISH: LUXURY VINYL PLANK MANUF: VERIFY STYLE: VERIFY COLOR: VERIFY INSTALLATION METHOD: VERIFY REMARKS: VERIFY
EXIST-FLR	EXISTING FLOOR FINISH CONDITIONS

WALL BASE FINISH

MARK	DESCRIPTION
VB-1	FINISH: VINYL BASE MANUF: VERIFY STYLE: 4" HIGH COLOR: VERIFY INSTALLATION METHOD: VERIFY REMARKS:
EXIST-WB	EXISTING WALL BASE FINISH CONDITIONS

WALL FINISH

MARK	DESCRIPTION
P-1	FINISH: PAINTED DRYWALL MANUF: VERIFY STYLE: LIGHT SKIP COLOR: VERIFY INSTALLATION METHOD: VERIFY REMARKS:
FRP-1	FINISH: FRP MANUF: VERIFY STYLE: SMOOTH COLOR: VERIFY INSTALLATION METHOD: VERIFY REMARKS: 1/2" GYPSUM
EXIST-WF	EXISTING WALL FINISH CONDITIONS U.N.O.

STAIR FINISH

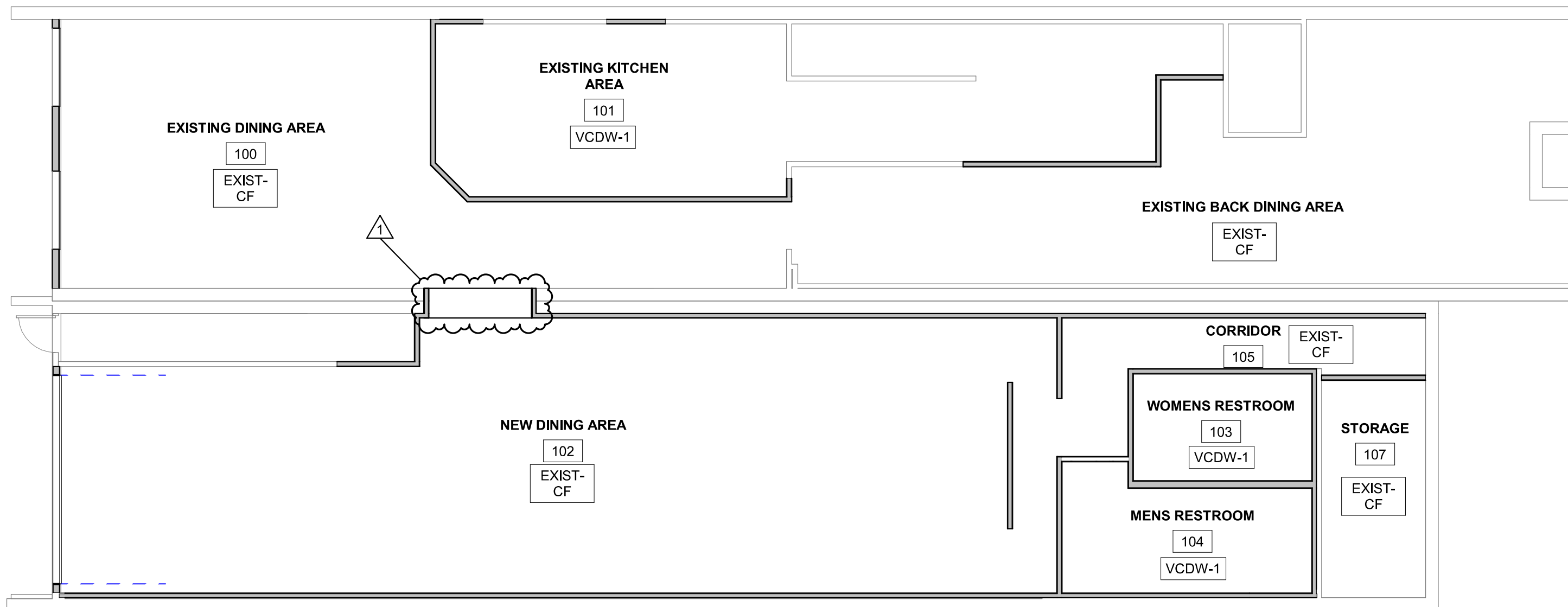
MARK	DESCRIPTION
EWS-1	FINISH: EXPOSED WOOD STAIR TREADS MANUF: VERIFY STYLE: VERIFY COLOR: VERIFY INSTALLATION METHOD: VERIFY REMARKS: VERIFY
RBS-1	FINISH: RUBBER STAIR TREADS MANUF: VERIFY STYLE: VERIFY COLOR: VERIFY INSTALLATION METHOD: VERIFY REMARKS: VERIFY
EXIST-SF	EXISTING STAIR FINISH CONDITIONS

CEILING FINISH

MARK	DESCRIPTION
VCDW-1	FINISH: SUSPENDED ACOUSTICAL CEILING SYSTEM MANUF: VERIFY STYLE: [2x2] USG VINYL COVERED SHEETROCK COLOR: VERIFY INSTALLATION METHOD: VERIFY REMARKS:
EXIST-CF	EXISTING CEILING FINISH CONDITIONS REMARKS: PATCH WOOD PLANK AS NEEDED; NO PAINTING OF EXISTING/NEW PLANKS

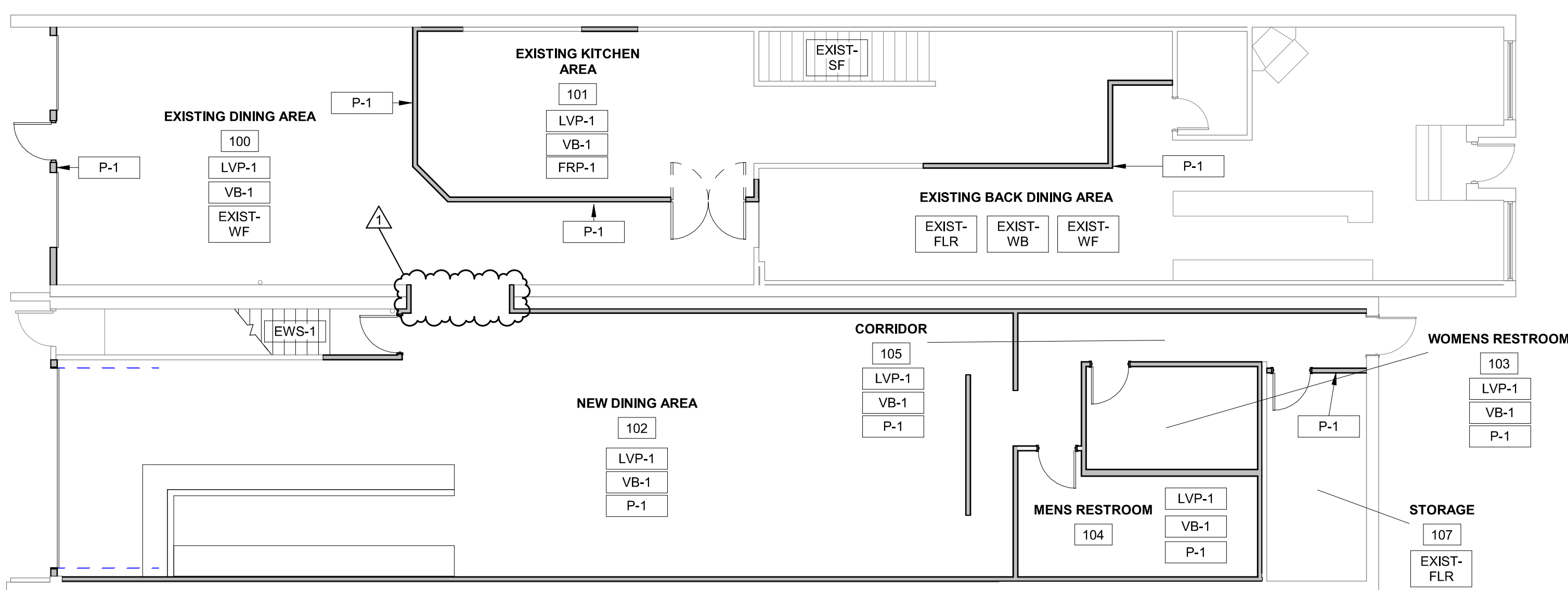
FINISH GENERAL NOTES

- ALL FINISH SELECTIONS IDENTIFIED IN LEGENDS, SCHEDULES, AND SPECIFICATIONS ARE SUBJECT TO 'OR EQUAL' SUBSTITUTIONS U.N.O. FINAL SELECTIONS TO BE SELECTED BY G.C.
- NOTIFY ARCHITECT OF SCHEDULED FINISHES THAT ARE UNAVAILABLE OR DISCONTINUED AT THE EARLIEST OPPORTUNITY SUCH THAT A SUBSTITUTION CAN BE SELECTED WITHOUT JEOPARDIZING THE CONSTRUCTION SCHEDULE.
- REFER TO THE MATERIAL SCHEDULE FOR MANUFACTURER, PRODUCT/STYLE NAME, COLOR SPECIFICATION.
- INSTALL ALL FINISH MATERIALS IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDED SPECIFICATIONS, SURFACE PREPARATION, ADHESIVES AND BACKINGS: INCLUDING WALLCOVERINGS, COATINGS, FLOORING MATERIALS, LAMINATES, ETC.
- THE CONTRACTOR SHALL REPAIR ALL ROUGH FLOOR SLAB UNEVENNESS SUITABLE FOR PROPER FLOOR COVERING INSTALLATION.
- FLOOR MATERIAL TRANSITIONS AT DOOR OPENINGS ARE TO BE CENTERED BELOW THE DOOR IN THE CLOSED POSITION, U.N.O.
- THE PAINTING SUBCONTRACTOR SHALL ENSURE THAT ALL PAINTS COMPLY WITH THE MUNICIPAL & STATE CODES AND BUILDING REGULATIONS FOR LOW VOC EMISSIONS.
- ELECTRICAL SWITCH AND OUTLET COVER PLATES, SURFACE HARDWARE, ETC. SHALL BE INSTALLED AFTER PAINTING AND/OR APPLICATION OF WALL COVERINGS AND SPECIFIED CARPET. STAINED AND PAINTED SURFACES SHALL BE FINISHED SUCH THAT JOINTS/IMPERFECTIONS ARE NOT VISIBLE.
- CONTRACTOR SHALL NOTIFY ARCHITECT IMMEDIATELY OF ANY DISCREPANCIES IN THE FIELD. GC TO GET CLARIFICATION FROM ARCHITECT BEFORE CONTINUING WITH ANY WORK.
- PROVIDE VINYL TRANSITION STRIPS AT ALL FLOORING MATERIAL CHANGES, U.N.O. REFER TO PLAN FOR DETAIL LOCATIONS.
- HARD FLOORING GROUT IS TO BE SEALED WITH MANUFACTURER'S RECOMMENDED SEALERS.
- RUBBER/VINYL BASE SHALL BE STRAIGHT BASE AT ALL LOCATIONS FOR CARPET AND COVE BASE AT TILE AND RESILIENT FLOORS.
- ALL ELECTRICAL PANELS IN THE CORRIDORS SHALL BE PAINTED TO MATCH THE ADJACENT WALL FINISH U.N.O
- PAINT CEILING ACCESS PANELS TO MATCH ADJACENT CEILING FINISH.
- UNDERSIDE OF SOFFITS (WHERE OCCURS) TO BE PAINTED TO RECEIVE FINISH TO MATCH WALL, U.N.O.
- FINISH FLOORING TO EXTEND FROM WALL TO WALL INCLUDING UNDER CABINETS AND UNDERCABINET EQUIPMENT.
- ALL INTERIOR WALL & CEILING FINISHES AND TRIM OF PUBLIC AREAS TO COMPLY WITH CLASS A MATERIAL CLASSIFICATION; FLAME SPREAD RATING 0 TO 25, SMOKE DEVELOPED 200. ALL INTERIOR WALL AND CEILING FINISHES AND TRIM IN NON PUBLIC AREAS TO COMPLY WITH CLASS B MATERIAL CLASSIFICATION; FLAME SPREAD RATING 26-75, SMOKE DEVELOPED 450.
- ALL PAINTED SURFACES ARE TO RECEIVE A PRIME COAT AND A MINIMUM OF TWO COATS FINAL COLOR, U.N.O.
- CARPET CONTRACTOR SHALL VERIFY THAT ALL CARPET OF EACH VARIETY IS TO BE SHIPPED FROM THE SAME DYE-LOT.
- ALL WALLS PAINTED WITH A LATEX PAINT TO HAVE AN EGGSHELL FINISH, U.N.O. REFER TO THE MATERIAL SCHEDULE AND FINISH LEGEND FOR MANUFACTURER'S PRODUCT NAME.
- GYPSUM BOARD CEILINGS SCHEDULED TO RECEIVE PAINT SHALL HAVE A FLAT FINISH, U.N.O.
- PROVIDE ARCHITECT WITH A MINIMUM OF (3) 8" X 10" BRUSH-OUTS OF EACH COLOR AND FINISH FOR ARCHITECT'S APPROVAL PRIOR TO APPLICATION.
- PAINTS AND COATINGS : APPLIED TO INTERIOR WALLS AND CEILINGS MUST NOT EXCEED THE VOLATILE ORGANIC COMPOUND (VOC) CONTENT LIMITS ESTABLISHED IN GREEN SEAL STANDARD GS-11, PAINTS, 1ST EDITION, MAY 20, 1993.
- ANTI-CORROSIVE AND ANTI-RUST PAINTS: APPLIED TO INTERIOR FERROUS METAL SUBSTRATES MUST NOT EXCEED THE VOC CONTENT LIMIT OF 250 G/L ESTABLISHED IN GREEN SEAL STANDARD GC-03, ANTI-CORROSIVE PAINTS, 2ND EDITION, JANUARY 7, 1997.
- CLEAR WOOD FINISHES, FLOOR COATINGS, STAINS, PRIMERS, SEALERS, AND SHELLACS: APPLIED TO INTERIOR ELEMENTS MUST NOT EXCEED THE VOC CONTENT LIMITS ESTABLISHED FOR THOSE COATING TYPES IN SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT (SCAQMD) RULE 1113, ARCHITECTURAL COATINGS, AMENDED FEBRUARY 5, 2016.



RCP - OVERALL

2 / A6.0 SCALE = 1/8" = 1'-0"

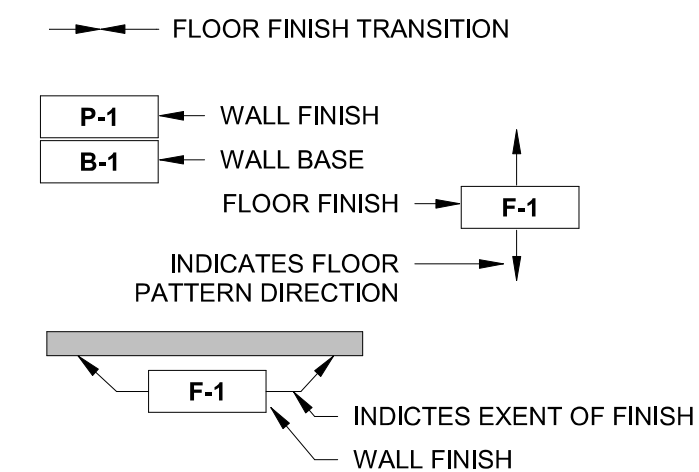


ROOM FINISH PLAN - OVERALL

1 / A6.0 SCALE = 1/8" = 1'-0"



FINISH PLAN LEGEND



FINISH PLAN KEYNOTES

- NO FINISH WORK IN THIS AREA.
- CARPET TO BE INSET WITHIN CERAMIC TILE. VERIFY DIMS. AS SHOWN. PROVIDE 1/8" THICK ZINC TRANSITION STRIP BETWEEN CERAMIC TILE AND CARPET. FEATHER FLOORING BENEATH CARPET AS REQUIRED FOR A SMOOTH TRANSITION.
- PROVIDE VINYL STRIP AT CARPET TO VINYL TRANSITION. SUBMIT COLOR SAMPLES TO ARCHITECT FOR APPROVAL.
- PATH/EXTEND FINISHES WITHIN COMMON CORRIDOR. ANY NEW FLOOR AND/OR WALL FINISHES TO MATCH EXISTING FOR A SEAMLESS TRANSITION.



BAYLAND BUILDINGS

P.O. BOX 13571 GREEN BAY, WI 54307
(920) 498-9300 FAX (920) 498-3033
www.baylandbuildings.com

DESIGN & BUILD GENERAL CONTRACTOR

PROPOSED BUILDING FOR:

ANTOJITOS MEXICANOS

APPLETON, WISCONSIN; COUNTY OF: OUTAGAMIE

SCALE VERIFICATION

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(920) 680-8110

DRAWN BY: JRG

DATE: 05/02/2023

REVISIONS:

1 05/10/23 JRG

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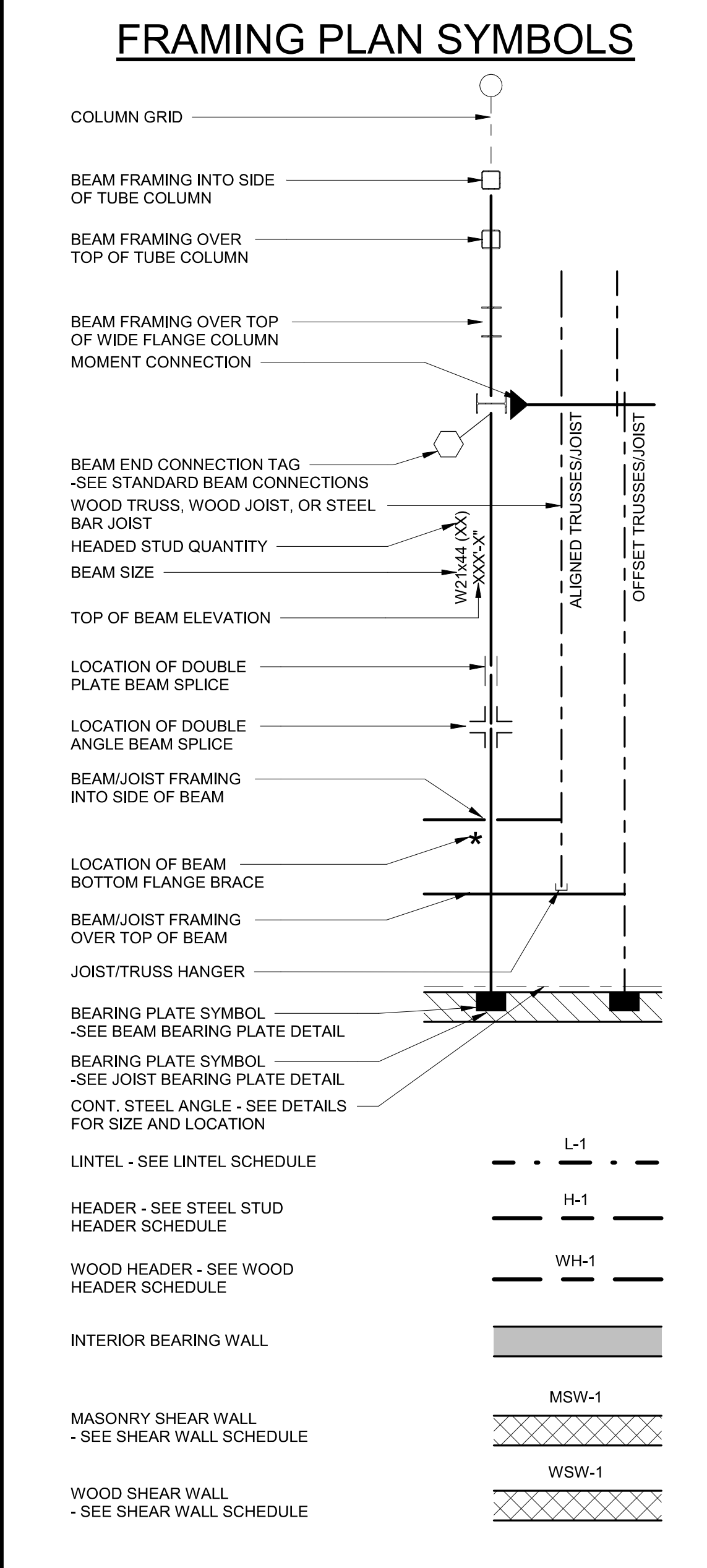
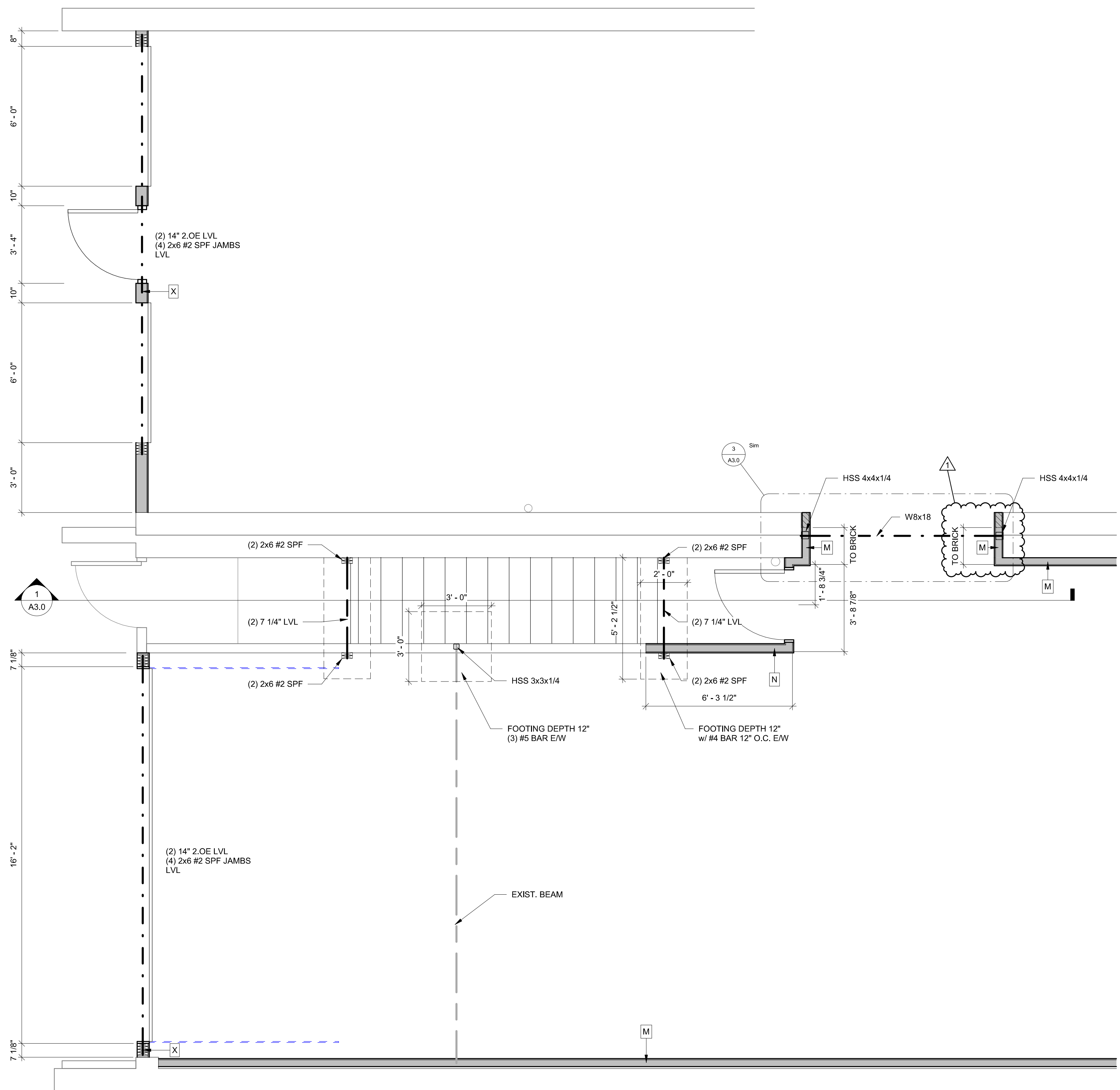
Approved By: *D. H. H.* Date: 05/19/2023

ISSUED FOR: CHECKED DATE: BY:

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FINISH PLANS - PROPOSED

A6.0



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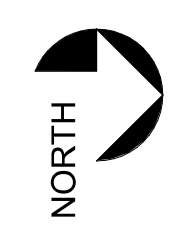
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FRAMING PLAN - ENLARGED

S1.0

FRAMING PLAN - ENLARGED
1/S1.0 SCALE = 3/8" = 1'-0"



**FOURTH ADDITION TO CLEARWATER CREEK
DEVELOPMENT AGREEMENT**

THIS AGREEMENT, made by and between the City of Appleton, Outagamie County, Wisconsin, a body politic and municipal corporation by its Common Council (“City”) and, Clearwater Creek, LLC, a corporation with a business address of 2100 North Freedom Road #A, Little Chute, WI 54140, the owner and developer (“Developer”) of property lying within the city of Appleton:

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

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

WHEREAS, a final plat of the Fourth Addition to Clearwater Creek, shown in *Exhibit 2* (provided by Developer) attached hereto, has been conditionally approved by the City with conditions remaining to be satisfied; and

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

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

NOW THEREFORE, it is mutually agreed as follows:

1. The Developer shall be responsible for the installation of the following in the Proposed Subdivision:
 - a. Sanitary sewer mains, manholes and laterals;
 - b. Water mains, valves, hydrants, hydrant leads, fittings and services;
 - c. Storm sewer mains, manholes, catch basins, inlet leads, overland flow paths, yard drains and associated piping and laterals;
 - d. Erosion control measures necessary to meet erosion control requirements for the development;
 - e. Street excavation and graveling and terrace seeding, lot filling and grading and seeding;
 - f. Street lights (provided and installed by We Energies, billed directly to Developer); and
 - g. All other infrastructure required for development not specifically set forth in this agreement.

2. The Developer shall provide an estimate for items 1a – 1g prior to the installation of the items for the development.

3. The Developer shall provide fully executed and signed *Waivers of Special Assessment Notices and Hearing (shown in Exhibit 3)* for the development, acknowledging consent to pay Special Assessments levied by the City for the following items that may be furnished and/or installed by the City:
 - a. City Administrative Fees
 - b. Temporary Asphalt
 - c. Sanitary Sewer Area Assessment
 - d. Sewer Televising
 - e. Street Name / Traffic Control Signs
 - f. Concrete Pavement abutting lots owned by the Developer at the time of concrete paving
 - g. Sidewalks installed on lots owned by the Developer at the time of concrete paving

Estimate of up-front City costs and associated special assessments to be paid by the Developer for items 3a – 3g for the development are attached hereto as **Exhibit 4**. The actual final costs for items 3a - 3g will be used as the basis for the amount of the special assessments billed to the Development and following the City's Special Assessment Policy at the time of billing.

Concrete paving and sidewalks will be assessed to the abutting property owners and the Developer will be assessed for only the cost of those lots owned by the Developer. Concrete streets shall be installed, no sooner than, seventy-five percent (75%) of the lots in the Proposed Development have been issued building permits or after a five (5) year period.

4. The Developer shall provide the City with copies of all final costs, invoices, labor costs, the contract documents and specifications, design documentation, all contract administration supporting documentation, an itemized list of all expenses for the installation of sanitary sewer, storm sewer, water main, street excavation and graveling, and street lights for the Proposed Subdivision. Said information provided by Developer shall be provided within 60 days of installation and shall meet City's Infrastructure Adjustment Form requirements. The Developer shall perform the construction staking and the City shall inspect the same.
5. The Developer shall perform the testing of the water main, sanitary sewer and storm sewer under the supervision of the City of Appleton inspectors.
6. The Developer shall provide lien waivers to the City from prime contractor, subcontractors, suppliers and consultants within 60 days of the installation of the items in Paragraph 1.
7. The Developer agrees to convey, by deed or dedication, to the City all the streets, roads, courts, avenues drives, public ways, sanitary sewer, water main, storm sewer and storm water facilities in the Proposed Subdivision. Developer further agrees to convey any public access ways by dedication or easement to the City. All public improvements contemplated in the final plat shall be constructed within areas to be dedicated to the City either by deed, dedication or easement as contemplated in the Proposed Subdivision and this Agreement.
8. The Developer agrees to allow the City's continued use of parcel #31-6-6200-00 for soil

stockpile purposes, as a continuation of the agreement dated June 7, 2019, included within Exhibit 5, and the memorandum of understanding dated January 23, 2019, included within Exhibit 6, until the City no longer requires soil storage, not to exceed year 2030. This shall be effectuated via a temporary limited easement.

9. Upon completion of construction, and prior to acceptance of streets, the Developer shall provide a certification from a professional land surveyor licensed in the State of Wisconsin that all monumentation within the development is properly installed within three inches (3") of finished grade.
10. The Developer shall establish a level loop on the hydrants in the plat and a copy of those benchmarks shall be provided to the City.
11. The City agrees to accept the dedication of all the Public Improvements in the plat, whether by deed, dedication or easement, subject to the City's acceptance of the Public Improvements in accordance with and subject to the terms of the City's Subdivision Ordinance.
12. The Developer shall repair or replace, as directed by the City and to the City's satisfaction, at its own cost, any damage caused to City property by the installation of the improvements made by Developer in the Proposed Subdivision. Repairs shall be completed within six (6) months of notification from the City to the Developer of the need to repair or replace such damage.
13. The estimate of costs paid by the Developer for items 3a – 3g is attached hereto as Exhibit 4 and shows the items and amounts projected to be paid by the Developer. The actual final costs for these items will be used as the basis for the special assessments billed to the developer.
14. The schedule for the Proposed Subdivision shall be as follows:
 - Infrastructure installation may commence after City approval of Final Plat, Drainage Plan, Established Grades, Storm Water Management Plan, Plans and Specifications.
 - Building permits may be issued upon City approval and acceptance of all infrastructure. Streets must be officially opened to the public by the City Engineer prior to the issuance of building permits.
15. The City represents that this Agreement and the terms and conditions contained herein are consistent with adopted ordinances and resolutions on the subject matter.
16. The Developer shall pay the entire cost associated with installation of underground gas, electric, telephone and cable TV utilities and streetlights in the Proposed Subdivision. The City shall review the proposed locations and have approval authority over any utilities proposed within the public right-of-way, prior to installation. The City standard for street lights shall be wooden poles. The street lighting plan shall be designed by We Energies and approved by the City. The City shall pay We Energies the monthly electrical charge for street lighting. If the Developer desires decorative streetlights, then the Developer will be

responsible for all costs associated with the decorative streetlights. The Developer will be responsible for requesting said decorative lights from We Energies. The Developer must also sign a Waiver of Special Assessments document for the annual assessments associated with decorative lighting.

17. This development is restricted to fourteen (14) building permits until a second public access is available.
18. The City represents and warrants to Developer that it has the power, authority, and legal right to enter into all of the transactions and to perform all of the covenants and obligations required to be entered into or performed by the City under this Agreement.
 - a. The City represents and warrants to Developer that it is empowered and authorized to execute and deliver this Agreement and other agreements and documents, if any, required hereunder to be executed and delivered by the City. This Agreement has been, and each such document at the time it is executed and delivered, will be duly executed and delivered on behalf of the City.
 - b. When executed and delivered to Developer, all such agreements shall constitute a legal, valid, and binding obligation of the City, enforceable in accordance with its terms.
19. The Developer represents and warrants to the City that Developer is a Limited Liability Company, duly organized and existing under the laws of the State of Wisconsin, and that all proceedings of Developer necessary to authorize the negotiation and execution of this Agreement and the consummation of the transaction contemplated by this Agreement have been taken in accordance with applicable law.
20. The Developer represents and warrants to the City that the execution and delivery of this Agreement, the consummation of the transactions contemplated in this Agreement and the execution and delivery of the documents required to be executed, delivered or acknowledged by Developer at the closing will not violate any provision of Developer's partnership agreement or any applicable statute, rule, regulation, judgment, order or decree of the State of Wisconsin or a court having jurisdiction over Developer or its properties.
21. The Agreement shall be effective as of the date of execution thereof and remain in effect until the earliest of: (a) the Developer notifies the City that the Proposed Subdivision has been terminated, (b) upon the mutual agreement of the Parties to terminate the Agreement, or (c) if one (1) year after the date of execution the Developer has not taken any further action on the Proposed Subdivision.
22. This Agreement, along with Exhibits 1, 2, 3 and 4, sets forth the entire understanding of the parties relative to its subject matter and supersedes and merges any and all prior communications, negotiations and agreements, oral or written, except for the Agreements previously approved by Council attached hereto as *Exhibit 5*.
23. It is understood and agreed that the provisions of this Agreement shall be deemed severable

and the invalidity or unenforceability of any one or more of the provisions contained herein shall not affect the validity and enforceability of the other provisions contained herein.

- 24. This Agreement may not be modified or amended, except in writing, with the written consent of both the City and the Developer.

CLEARWATER CREEK DEVELOPMENT, LLC

By: _____
Printed Name: _____
Title: _____

By: _____
Printed Name: _____
Title: _____

STATE OF WISCONSIN)
 : ss.
 _____ COUNTY)

Personally came before me on this ____ day of _____, 2023, the above-named _____ and _____, to me known to be the persons who executed the foregoing instrument and acknowledge the same.

Printed Name: _____
Notary Public, State of Wisconsin
My commission is/expires: _____

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

CITY OF APPLETON

By: _____
Jacob A. Woodford, Mayor

By: _____
Kami L. Lynch, City Clerk

STATE OF WISCONSIN)
 : ss.
OUTAGAMIE COUNTY)

Personally came before me on this ____ day of _____, 2023, the above-named Jacob A. Woodford and Kami L. Lynch, to me known to be the persons who executed the foregoing instrument and acknowledge the same.

Printed Name: _____
Notary Public, State of Wisconsin
My commission expires: _____

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

Approved as to Form:

Jeri Ohman, Director of Finance

Christopher R. Behrens, City Attorney

This instrument was drafted by:
Christopher R. Behrens, Appleton City Attorney
CL: A23-1111

EXHIBIT 1 - Legal Description

PART OF LOT 2 OF CERTIFIED SURVEY MAP NO. 3927 FILED IN VOLUME 21 OF CERTIFIED SURVEY MAPS ON PAGE 3927 AS DOCUMENT NO. 1388606, BEING PART OF THE SOUTHWEST 1/4 OF THE FRACTIONAL NORTHEAST 1/4; AND UNPLATTED LANDS BEING PART OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4; ALL IN SECTION 2, TOWNSHIP 21 NORTH, RANGE 17 EAST, CITY OF APPLETON, OUTAGAMIE COUNTY, WISCONSIN, MORE FULLY DESCRIBED AS FOLLOWS:

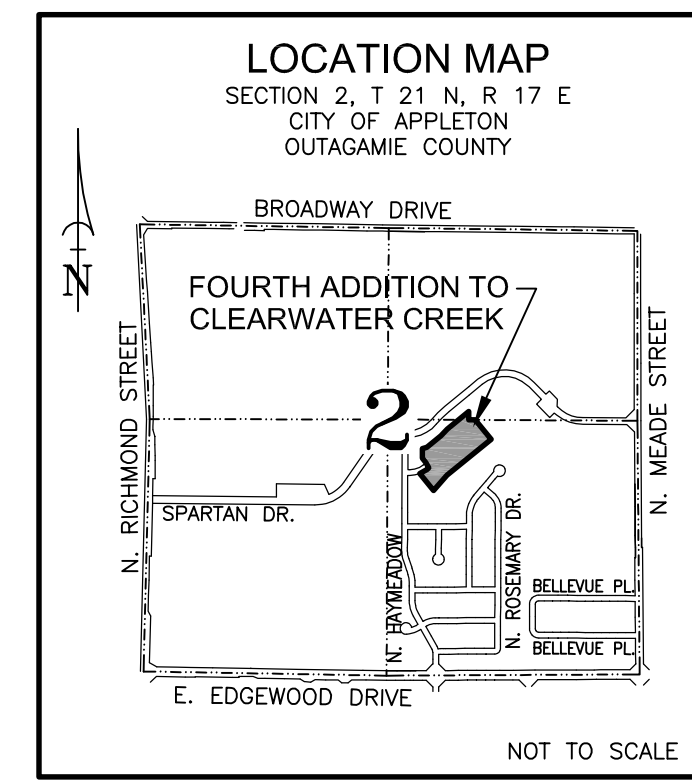
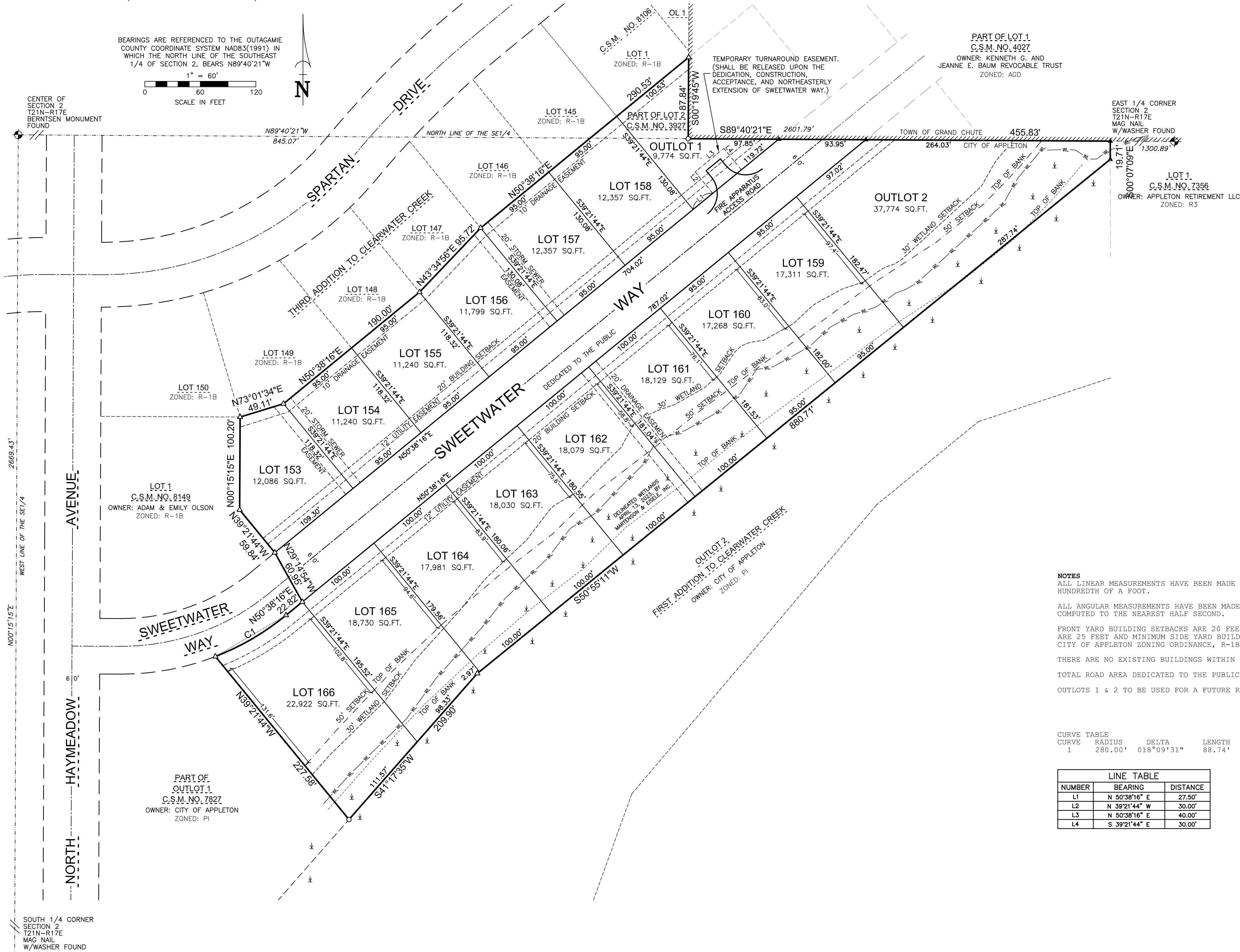
COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 2; THENCE NORTH 89 DEGREES 40 MINUTES 21 SECONDS WEST, ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION, A DISTANCE OF 1300.89 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 07 MINUTES 09 SECONDS EAST, ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION, A DISTANCE OF 19.71 FEET; THENCE SOUTH 50 DEGREES 55 MINUTES 11 SECONDS WEST, ALONG THE NORTHERLY LINE OF OUTLOT 2, FIRST ADDITION TO CLEARWATER CREEK, A DISTANCE OF 880.71 FEET; THENCE SOUTH 41 DEGREES 17 MINUTES 35 SECONDS WEST, CONTINUING ALONG THE NORTHERLY LINE OF SAID OUTLOT 2, A DISTANCE OF 209.90 FEET; THENCE NORTH 39 DEGREES 21 MINUTES 44 SECONDS WEST, ALONG THE NORTHEASTERLY LINE OF OUTLOT 1, CERTIFIED SURVEY MAP NO. 7827, A DISTANCE OF 227.58 FEET; THENCE 88.74 FEET ALONG AN ARC OF A CURVE TO THE LEFT, ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SWEETWATER WAY, SAID CURVE HAVING A RADIUS OF 280.00 FEET AND A CHORD THAT BEARS NORTH 59 DEGREES 43 MINUTES 01.5 SECONDS EAST, 88.37 FEET; THENCE NORTH 50 DEGREES 38 MINUTES 16 SECONDS EAST, CONTINUING ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SWEETWATER WAY, A DISTANCE OF 22.82 FEET; THENCE NORTH 29 DEGREES 14 MINUTES 54 SECONDS WEST, ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SWEETWATER WAY, A DISTANCE OF 60.95 FEET; THENCE THE FOLLOWING SIX CALLS ARE ALONG THE SOUTHERLY LINE OF THE THIRD ADDITION TO CLEARWATER CREEK AND CERTIFIED SURVEY MAP NO. 8106:

THENCE NORTH 39 DEGREES 21 MINUTES 44 SECONDS WEST, 59.84 FEET;
THENCE NORTH 00 DEGREES 15 MINUTES 15 SECONDS EAST, 100.20 FEET;
THENCE NORTH 73 DEGREES 01 MINUTES 34 SECONDS EAST, 49.11 FEET;
THENCE NORTH 50 DEGREES 38 MINUTES 16 SECONDS EAST, 190.00 FEET;
THENCE NORTH 43 DEGREES 34 MINUTES 56 SECONDS EAST, 95.72 FEET;
THENCE NORTH 50 DEGREES 38 MINUTES 16 SECONDS EAST, 290.53 FEET;

THENCE SOUTH 00 DEGREES 19 MINUTES 45 SECONDS WEST, ALONG THE EAST LINE OF LOT 2, CERTIFIED SURVEY MAP NO. 3927, A DISTANCE OF 87.84 FEET; THENCE SOUTH 89 DEGREES 40 MINUTES 21 SECONDS EAST, ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 2, A DISTANCE OF 455.83 FEET TO THE POINT OF BEGINNING. CONTAINING 312,063 SQ.FT. [7.164 ACRES].

FOURTH ADDITION TO CLEARWATER CREEK

PART OF LOT 2 OF CERTIFIED SURVEY MAP NO. 3927 FILED IN VOLUME 21 OF CERTIFIED SURVEY MAPS ON PAGE 3927 AS DOCUMENT NO. 1388606, BEING PART OF THE SOUTHWEST 1/4 OF THE FRACTIONAL NORTHEAST 1/4; AND UNPLATTED LANDS BEING PART OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4; ALL IN SECTION 2, TOWNSHIP 21 NORTH, RANGE 17 EAST, CITY OF APPLETON, OUTAGAMIE COUNTY, WISCONSIN.



- LEGEND**
- 1" O.D. ROUND IRON PIPE SET, 24" LONG, WEIGHING 1.13 LBS. PER LINEAL FOOT AT ALL OTHER LOT CORNERS
 - 1-1/4" O.D. ROUND REINFORCING BAR SET, 30" LONG WEIGHING 4.303 LBS. PER LINEAL FOOT
 - 1-1/4" O.D. ROUND REINFORCING BAR FOUND, 30" LONG WEIGHING 4.303 LBS. PER LINEAL FOOT
 - 3/4" ROD FOUND
 - GOVERNMENT CORNER
 - DELINEATED WETLANDS
 - MUNICIPAL BOUNDARY

UTILITY EASEMENTS - NO POLES OR BURIED CABLES ARE TO BE PLACED SUCH THAT THE INSTALLATION WOULD DISTURB ANY SURVEY STAKE OR OBSTRUCT VISION ALONG ANY LOT LINE OR STREET LINE. THE DISTURBANCE OF A SURVEY STAKE BY ANYONE IS A VIOLATION OF SECTION 236.32 OF WISCONSIN STATUTES. UTILITY EASEMENTS AS HEREIN SET FORTH ARE FOR THE USE OF PUBLIC BODIES AND PRIVATE PUBLIC UTILITIES HAVING THE RIGHT TO SERVE THE AREA.

NOTES

ALL LINEAR MEASUREMENTS HAVE BEEN MADE TO THE NEAREST ONE HUNDREDTH OF A FOOT.

ALL ANGULAR MEASUREMENTS HAVE BEEN MADE TO THE NEAREST 20 SECONDS AND COMPUTED TO THE NEAREST HALF SECOND.

FRONT YARD BUILDING SETBACKS ARE 20 FEET, THE MINIMUM REAR YARD BUILDING SETBACKS ARE 25 FEET AND MINIMUM SIDE YARD BUILDING SETBACKS ARE 6 FEET AS LISTED IN THE CITY OF APPLETON ZONING ORDINANCE, R-1B SINGLE-FAMILY DISTRICT.

THERE ARE NO EXISTING BUILDINGS WITHIN THE PLATTED AREA.

TOTAL ROAD AREA DEDICATED TO THE PUBLIC: 44,731 SQUARE FEET (1.027 ACRES)

OUTLOTS 1 & 2 TO BE USED FOR A FUTURE R-1B ZONED RESIDENTIAL LOT.

CURVE	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD	TANGENT IN	TANGENT OUT
1	280.00'	018°09'31"	88.74'	N 59°43'01.5" E	88.37'	N 68°47'47" E	N 50°38'16" E

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N 50°38'16" E	27.50'
L2	N 39°21'44" W	30.00'
L3	N 50°38'16" E	40.00'
L4	S 39°21'44" E	30.00'

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

Martenson & Eisele, Inc.
1377 Midway Road
Menasha, WI 54952
www.martenson-eisele.com
Info@martenson-eisele.com
920.731.0381 1.800.236.0381

Planning
Environmental
Surveying
Engineering
Architecture

Drawing No. 1-0822-003
Sheet 1 of 2
This instrument drawn by: C. Cleary

FOURTH ADDITION TO CLEARWATER CREEK

PART OF LOT 2 OF CERTIFIED SURVEY MAP NO. 3927 FILED IN VOLUME 21 OF CERTIFIED SURVEY MAPS ON PAGE 3927 AS DOCUMENT NO. 1388606, BEING PART OF THE SOUTHWEST 1/4 OF THE FRACTIONAL NORTHEAST 1/4; AND UNPLATTED LANDS BEING PART OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4; ALL IN SECTION 2, TOWNSHIP 21 NORTH, RANGE 17 EAST, CITY OF APPLETON, OUTAGAMIE COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE

I, CHRISTOPHER R. CLEARY, PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY:

THAT I HAVE SURVEYED, DIVIDED, AND MAPPED FOURTH ADDITION TO CLEARWATER CREEK, AT THE DIRECTION OF CLEARWATER CREEK, LLC, PART OF LOT 2 OF CERTIFIED SURVEY MAP NO. 3927 FILED IN VOLUME 21 OF CERTIFIED SURVEY MAPS ON PAGE 3927 AS DOCUMENT NO. 1388606, BEING PART OF THE SOUTHWEST 1/4 OF THE FRACTIONAL NORTHEAST 1/4; AND UNPLATTED LANDS BEING PART OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4; ALL IN SECTION 2, TOWNSHIP 21 NORTH, RANGE 17 EAST, CITY OF APPLETON, OUTAGAMIE COUNTY, WISCONSIN, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 2; THENCE NORTH 89 DEGREES 40 MINUTES 21 SECONDS WEST, ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION, A DISTANCE OF 1300.89 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 07 MINUTES 09 SECONDS EAST, ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION, A DISTANCE OF 19.71 FEET; THENCE SOUTH 50 DEGREES 55 MINUTES 11 SECONDS WEST, ALONG THE NORTHERLY LINE OF OUTLOT 2, FIRST ADDITION TO CLEARWATER CREEK, A DISTANCE OF 880.71 FEET; THENCE SOUTH 41 DEGREES 17 MINUTES 35 SECONDS WEST, CONTINUING ALONG THE NORTHERLY LINE OF SAID OUTLOT 2, A DISTANCE OF 209.90 FEET; THENCE NORTH 39 DEGREES 21 MINUTES 44 SECONDS WEST, ALONG THE NORTHEASTERLY LINE OF OUTLOT 1, CERTIFIED SURVEY MAP NO. 7827, A DISTANCE OF 227.58 FEET; THENCE 88.74 FEET ALONG AN ARC OF A CURVE TO THE LEFT, ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SWEETWATER WAY, SAID CURVE HAVING A RADIUS OF 280.00 FEET AND A CHORD THAT BEARS NORTH 59 DEGREES 43 MINUTES 01.5 SECONDS EAST, 88.37 FEET; THENCE NORTH 50 DEGREES 38 MINUTES 16 SECONDS EAST, CONTINUING ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SWEETWATER WAY, A DISTANCE OF 22.82 FEET; THENCE NORTH 29 DEGREES 14 MINUTES 54 SECONDS WEST, ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SWEETWATER WAY, A DISTANCE OF 60.95 FEET; THENCE THE FOLLOWING SIX CALLS ARE ALONG THE SOUTHERLY LINE OF THE THIRD ADDITION TO CLEARWATER CREEK AND CERTIFIED SURVEY MAP NO. 8104:

THENCE NORTH 39 DEGREES 21 MINUTES 44 SECONDS WEST, 59.84 FEET;
THENCE NORTH 00 DEGREES 15 MINUTES 15 SECONDS EAST, 100.20 FEET;
THENCE NORTH 73 DEGREES 01 MINUTES 34 SECONDS EAST, 49.11 FEET;
THENCE NORTH 50 DEGREES 38 MINUTES 16 SECONDS EAST, 190.00 FEET;
THENCE NORTH 43 DEGREES 34 MINUTES 56 SECONDS EAST, 95.72 FEET;
THENCE NORTH 50 DEGREES 38 MINUTES 16 SECONDS EAST, 290.53 FEET;
THENCE SOUTH 00 DEGREES 19 MINUTES 45 SECONDS WEST, ALONG THE EAST LINE OF LOT 2, CERTIFIED SURVEY MAP NO. 3927, A DISTANCE OF 87.84 FEET; THENCE SOUTH 89 DEGREES 40 MINUTES 21 SECONDS EAST, ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 2, A DISTANCE OF 455.83 FEET TO THE POINT OF BEGINNING. CONTAINING 312,063 SQ.FT. [7.164 ACRES].

THAT SUCH PLAT IS A CORRECT REPRESENTATION OF ALL EXTERIOR BOUNDARIES OF THE LAND SURVEYED AND THE SUBDIVISION THEREOF MADE.

THAT I HAVE MADE SUCH LAND DIVISION AND PLAT BY THE DIRECTION OF THE OWNERS SHOWN HEREIN.

THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 236 OF THE WISCONSIN STATUTES, AND THE SUBDIVISION REGULATIONS OF OUTAGAMIE COUNTY AND THE CITY OF APPLETON IN SURVEYING, DIVIDING AND MAPPING THE SAME.

GIVEN UNDER MY HAND THIS _____ DAY OF _____, 2023.

CHRISTOPHER R. CLEARY, PROFESSIONAL LAND SURVEYOR S-2551

CORPORATE OWNER'S CERTIFICATE OF DEDICATION

CLEARWATER CREEK, LLC, DULY ESTABLISHED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF WISCONSIN, AS OWNER, DOES HEREBY CERTIFY THAT SAID KUREY RIDGE, LLC, CAUSED THE LAND DESCRIBED ON THIS PLAT TO BE SURVEYED, DIVIDED, MAPPED AND DEDICATED ALL AS SHOWN AND REPRESENTED ON THIS PLAT.

CLEARWATER CREEK, LLC, FURTHER CERTIFIES THAT THIS PLAT IS REQUIRED BY S.236.10 OR S.236.12 TO BE SUBMITTED TO THE FOLLOWING FOR APPROVAL OR OBJECTION: DEPARTMENT OF ADMINISTRATION, OUTAGAMIE COUNTY, AND CITY OF APPLETON.

WITNESS THE HAND AND SEAL OF SAID OWNER(S) THIS _____ DAY OF _____, 2023.

ROBERT DEBRUIN - MEMBER

STATE OF WISCONSIN)
) SS
OUTAGAMIE COUNTY)

PERSONALLY CAME BEFORE ME THIS _____ DAY OF _____, 2023,
THE ABOVE OWNER(S) TO ME KNOWN TO BE THE PERSON(S), WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGE THE SAME.

NOTARY PUBLIC
MY COMMISSION EXPIRES _____

UTILITY EASEMENT PROVISIONS

AN EASEMENT FOR ELECTRIC, NATURAL GAS, AND COMMUNICATIONS SERVICE IS HEREBY GRANTED BY CLEARWATER CREEK, LLC, GRANTORS, TO

WISCONSIN ELECTRIC POWER COMPANY, A WISCONSIN CORPORATION DOING BUSINESS AS WE ENERGIES, GRANTEE, WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN, A WISCONSIN CORPORATION, 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.

ROBERT DEBRUIN - MEMBER

DRAINAGE EASEMENT PROVISIONS

AN EASEMENT FOR DRAINAGE IS HEREBY GRANTED BY CLEARWATER CREEK, LLC, GRANTOR, TO

CITY OF APPLETON, GRANTEE.

THE GRANTOR, THEIR RESPECTIVE LESSEES, SUCCESSORS, HEIRS OR ASSIGNS, SHALL HAVE FULL USE AND ENJOYMENT OF THE PROPERTY REFERENCED ABOVE PROVIDED THAT SUCH USE DOES NOT INTERFERE WITH GRANTEE'S RIGHT TO INSTALL, REPLACE, OPERATE, MAINTAIN AND REPAIR SAID DRAINAGEWAY AND ASSOCIATED APPURTENANCES. IT IS FURTHER AGREED THAT AFTER MAINTAINING, REPAIRING, REPLACING OR RELOCATING OF SAID DRAINAGEWAY AND ASSOCIATED APPURTENANCES GRANTEE SHALL RESTORE UNIMPROVED SURFACES SUCH AS GRASS, GRAVEL AND DIRT ON SAID PROPERTY, AS CLOSELY AS POSSIBLE, TO THE CONDITION PREVIOUSLY EXISTING. GRANTEE SHALL NOT BE REQUIRED TO RESTORE OR COMPENSATE FOR ANY IMPROVEMENTS OR IMPROVED SURFACES SUCH AS, BUT NOT LIMITED TO, CURB AND GUTTER, HARD PAVEMENTS, TREES, SHRUBS AND LANDSCAPING, DISTURBED AS A RESULT OF THE MAINTENANCE ACTIVITIES DESCRIBED HEREIN. GRANTEE DOES HEREBY AGREE TO COMPENSATE FULLY FOR ANY DAMAGE CAUSED DIRECTLY OR INDIRECTLY FROM SAID MAINTENANCE, REPAIR, REPLACEMENT OR RELOCATION OF SAID DRAINAGEWAY AND ASSOCIATED APPURTENANCES, THAT OCCUR OUTSIDE OF THE ABOVE DESCRIBED EASEMENT AREA. BUILDINGS OR ANY OTHER TYPE OF STRUCTURE OR IMPEDIMENT TO DRAINAGE SHALL NOT BE PLACED OVER GRANTEES' FACILITIES OR IN, UPON OR OVER THE PROPERTY WITHIN THE LINES MARKED "DRAINAGE EASEMENT". GRANTEE AGREES THAT IT SHALL GIVE TIMELY NOTICE TO THE GRANTOR OF ROUTINE MAINTENANCE WORK. GRANTOR SHALL MAINTAIN GROUND SURFACE AND VEGETATION SO AS NOT TO IMPEDE DRAINAGE.

THE GRANT OF EASEMENTS SHALL BE BINDING UPON AND INURE TO THE BENEFIT OF THE HEIRS, SUCCESSORS AND ASSIGNS OF ALL PARTIES HERETO.

ROBERT DEBRUIN - MEMBER

STORM SEWER EASEMENTS PROVISION

AN EASEMENT FOR STORM SEWER IS HEREBY GRANTED BY CLEARWATER CREEK, LLC, GRANTOR, TO

CITY OF APPLETON, GRANTEE.

THE GRANTOR, THEIR RESPECTIVE LESSEES, SUCCESSORS, HEIRS OR ASSIGNS, SHALL HAVE FULL USE AND ENJOYMENT OF THE PROPERTY REFERENCED ABOVE PROVIDED THAT SUCH USE DOES NOT INTERFERE WITH GRANTEE'S RIGHT TO INSTALL, REPLACE, OPERATE, MAINTAIN AND REPAIR SAID STORM SEWER AND ASSOCIATED APPURTENANCES. IT IS FURTHER AGREED THAT AFTER MAINTAINING, REPAIRING, REPLACING OR RELOCATING OF SAID STORM SEWER AND ASSOCIATED APPURTENANCES GRANTEE SHALL RESTORE UNIMPROVED SURFACES SUCH AS GRASS, GRAVEL AND DIRT ON SAID PROPERTY, AS CLOSELY AS POSSIBLE, TO THE CONDITION PREVIOUSLY EXISTING. GRANTEE SHALL NOT BE REQUIRED TO RESTORE OR COMPENSATE FOR ANY IMPROVEMENTS OR IMPROVED SURFACES SUCH AS, BUT NOT LIMITED TO, CURB AND GUTTER, HARD PAVEMENTS, TREES, SHRUBS AND LANDSCAPING, DISTURBED AS A RESULT OF THE MAINTENANCE ACTIVITIES DESCRIBED HEREIN. GRANTEE DOES HEREBY AGREE TO COMPENSATE FULLY FOR ANY DAMAGE CAUSED DIRECTLY OR INDIRECTLY FROM SAID MAINTENANCE, REPAIR, REPLACEMENT OR RELOCATION OF SAID STORM SEWER AND ASSOCIATED APPURTENANCES, THAT OCCUR OUTSIDE OF THE ABOVE DESCRIBED EASEMENT AREA. BUILDINGS OR ANY OTHER TYPE OF STRUCTURE SHALL NOT BE PLACED OVER GRANTEES' FACILITIES OR IN, UPON OR OVER THE PROPERTY WITHIN THE LINES MARKED "STORM SEWER EASEMENT" GRANTEE AGREES THAT IT SHALL GIVE TIMELY NOTICE TO THE GRANTOR OF ROUTINE MAINTENANCE WORK.

THE GRANT OF EASEMENTS SHALL BE BINDING UPON AND INURE TO THE BENEFIT OF THE HEIRS, SUCCESSORS AND ASSIGNS OF ALL PARTIES HERETO.

ROBERT DEBRUIN - MEMBER

COMMON COUNCIL RESOLUTION:

RESOLVED, THAT THE FOURTH ADDITION TO CLEARWATER CREEK, IN THE CITY OF APPLETON, IS HEREBY APPROVED BY THE COMMON COUNCIL OF THE CITY OF APPLETON.

ON THIS _____ DAY OF _____, 2023.

JACOB A. WOODFORD, CITY MAYOR

I HEREBY CERTIFY THAT THE FOREGOING IS A COPY OF A RESOLUTION ADOPTED BY THE COMMON COUNCIL OF THE CITY OF APPLETON.

KAMI LYNCH, CITY CLERK DATE

OUTAGAMIE COUNTY ZONING COMMITTEE

I, HEREBY CERTIFY THAT THE PLAT OF THE FOURTH ADDITION TO CLEARWATER CREEK, IN THE CITY OF APPLETON, WAS APPROVED AND ACCEPTED BY THE OUTAGAMIE COUNTY ZONING COMMITTEE ON THIS _____ DAY OF _____, 2023.

ISAAC UITENBROAK, ZONING ADMINISTRATOR

CITY TREASURER'S CERTIFICATE:

I, JERI A. OHMAN, BEING THE DULY QUALIFIED AND ACTING FINANCE DIRECTOR OF THE CITY OF APPLETON, DO HEREBY CERTIFY THAT IN ACCORDANCE WITH THE RECORDS IN MY OFFICE, THERE ARE NO UNPAID TAXES OR UNPAID SPECIAL ASSESSMENTS AS OF _____ ON ANY OF THE LAND INCLUDED IN THE FOURTH ADDITION TO CLEARWATER CREEK.

JERI A. OHMAN, CITY FINANCE DIRECTOR DATE

COUNTY TREASURER'S CERTIFICATE:

I, _____, BEING THE DULY ELECTED, QUALIFIED AND ACTING TREASURER OF THE COUNTY OF OUTAGAMIE, DO HEREBY CERTIFY THAT THE RECORDS IN MY OFFICE SHOW NO UNREDEEMED TAX SALES AND NO UNPAID TAXES OR UNPAID SPECIAL ASSESSMENTS AS OF _____ AFFECTING THE LANDS INCLUDED IN THE FOURTH ADDITION TO CLEARWATER CREEK.

DATE _____ SIGNED _____ COUNTY TREASURER

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

Martenson & Eisele, Inc.

1377 Midway Road Planning
Menasha, WI 54952 Environmental
www.martenson-eisele.com Surveying
info@martenson-eisele.com Engineering
920.731.0381 1.800.236.0381 Architecture

Drawing No. 1-0822-003
Sheet 2 of 2
This instrument drawn by: C. Cleary



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

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

Three horizontal lines for describing the proposed public improvement.

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

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

Property Address _____ Signature of Owner(s) _____ Date _____

Two horizontal lines for signature and date.



OFFICE USE ONLY

Notes:

Four horizontal lines for notes.

Project Unit No. _____ Authorized City Representative: _____

Final Cost of Assessable Improvements: _____

Date work completed: _____

Date billed to Property Owner: _____

Billed by: _____

Clearwater Creek 4th Addition

Exhibit 4

Number of Lots: 14, Plus 2 Outlots

September 12, 2023

Lot Area: 267,047 Square Feet

Developer: Clearwater Creek, LLC

Total C/L Footage: 801.3' (based on avg of lot frontages)

Work Order: TBD

Total Pavement Area (33' wide streets): 2,938 SY (not including stub outside plat)

DESCRIPTION	TOTAL PROJECT COSTS	Developer Financed Construction (Private Contracts)	Up-Front City Costs	Special Assessments (2023-2024 ESTIMATED)	Special Assessments (2030 ESTIMATED)	Account to be Credited	NOTES / COMMENTS
City Administrative Fees (estimated cost)	\$6,410.40	\$0.00	\$6,410.40	\$6,410.40	\$0.00		(801.3 C/L Ft.) x (\$8.00 / C/L. Ft.)
Temporary Asphalt (estimated cost)	\$44,070.00	\$0.00	\$44,070.00	\$44,070.00	\$0.00		(2,938 s.y.) x (\$15.00/s.y.)
Sanitary Sewer Area Assessment (Area 18T6)	\$18,896.25	\$0.00	\$18,896.25	\$18,896.25	\$0.00	5431	(\$70.76/1000 s.f.)*(267047s.f.)
Sewer Televising (estimated cost)	\$1,121.40	\$0.00	\$1,121.40	\$1,121.40	\$0.00	5427 5222	(1,602 Lin Ft.) x (\$0.70 / Lin. Ft.)
Street Name / Traffic Control Signs (estimated cost)	\$1,602.00	\$0.00	\$1,602.00	\$1,602.00	\$0.00	4010	(801 C/L Ft.) x (\$2.00 / C/L. Ft.)
Concrete Pavement (estimated cost)	\$160,200.00	\$0.00	\$160,200.00	\$0.00	\$160,200.00	4010	(801 LF) x (\$200.00/LF)
Sidewalks - with Concrete Pavement (estimated cost)	\$56,070.00	\$0.00	\$56,070.00	\$0.00	\$56,070.00	4010	(8010 s.f.) x (\$7.00/s.f.)
Sanitary Sewer	\$102,797.00	\$102,797.00	\$0.00	n/a	n/a	5431	Private Contractor hired by Developer
Storm Sewer / Erosion Control	\$94,310.00	\$94,310.00	\$0.00	n/a	n/a	5230	Private Contractor hired by Developer
Water Main	\$91,726.00	\$91,726.00	\$0.00	n/a	n/a	5371	Private Contractor hired by Developer
Sanitary Laterals	\$15,680.00	\$15,680.00	\$0.00	n/a	n/a	-	Private Contractor hired by Developer
Storm Laterals	\$14,000.00	\$14,000.00	\$0.00	n/a	n/a	-	Private Contractor hired by Developer
Water Services	\$20,300.00	\$20,300.00	\$0.00	n/a	n/a	-	Private Contractor hired by Developer
Grading & Graveling	\$80,100.00	\$80,100.00	\$0.00	n/a	n/a	4010	Private Contractor hired by Developer
Street Lights/Electric/Gas	\$48,512.00	\$48,512.00	\$0.00	n/a	n/a	4010	Private Contractor hired by Developer
TOTALS	\$755,795.05	\$467,425.00	\$288,370.05	\$72,100.05	\$216,270.00		

THIRD ADDITION TO CLEARWATER CREEK DEVELOPMENT AGREEMENT

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

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

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

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

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

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

NOW THEREFORE, it is mutually agreed as follows:

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

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

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

4. The Developer shall provide the City with copies of all final costs, invoices, labor costs, the contract documents and specifications, design documentation, all contract administration supporting documentation, an itemized list of all expenses for the installation of sanitary laterals, storm laterals, water services, and street lights for the Proposed Development. Said information provided by Developer shall be provided within 60 days of installation and shall meet City's Infrastructure Adjustment Form requirements.

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

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

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

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

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

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

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

- a. The City represents and warrants to Developer that they are empowered and authorized to execute and deliver this Agreement and other agreements and documents, if any, required hereunder to be executed and delivered by the City. This Agreement has been, and each such document at the time it is executed and delivered, will be duly executed and delivered on behalf of the City.
- b. When executed and delivered to Developer, all such agreements shall constitute a legal, valid and binding obligation of the City, enforceable in accordance with their terms.

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

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

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

15. This Agreement, along with *Exhibits 1 through 4* sets forth the entire understanding of the parties relative to its subject matter and supersedes and merges any and all prior communications, negotiations and agreements, oral or written, except for the Agreements previously approved by Council (*Exhibits 5 and 6*).

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

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

[SIGNATURE PAGE TO FOLLOW]

CLEARWATER CREEK DEVELOPMENT, LLC

By: Robert A De Bruin

By: _____

Printed Name: Robert A De Bruin

Printed Name: _____

Title: Member

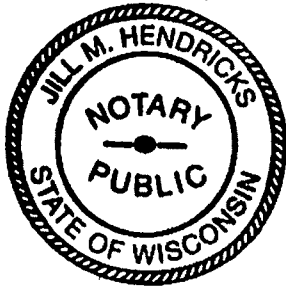
Title: _____

STATE OF WISCONSIN)

: ss.

Outagamie COUNTY)

Personally came before me on this 19 day of October, 2020, the above-named persons, ROBERT A DE BRUIN and _____, to me known to be the persons who executed the foregoing instrument and acknowledge the same.



Jill M Hendricks

Notary Public, State of Wisconsin

My commission is/expires: 10/19/2023

CITY OF APPLETON

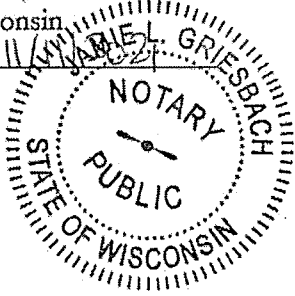
By: [Signature]
Jake Woodford, Mayor

By: [Signature]
Kami Lynch, City Clerk

STATE OF WISCONSIN)
 : ss.
OUTAGAMIE COUNTY)

Personally came before me on this 26 day of October, 2020, the above-named Jake Woodford and Kami Lunch, to me known to be the persons who executed the foregoing instrument and acknowledge the same.

[Signature]
Notary Public, State of Wisconsin
My commission expires: 11/14/2021



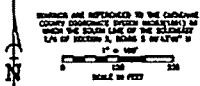
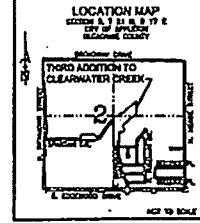
Provision has been made to pay the liability that will accrue under this contract.

Approved as to Form:
[Signature]
Christopher Behrens, City Attorney

[Signature]
Tony Saucerman, Director of Finance

THIRD ADDITION TO CLEARWATER CREEK

PART OF LOT 2 OF CERTIFIED SURVEY MAP NO. 1927 FILED IN VOLUME 21 OF CERTIFIED SURVEY MAPS ON PAGE 3977 AS DOCUMENT NO. 134106L, PART OF OUTLOT 3 CERTIFIED SURVEY MAP NO. 7318 FILED IN VOLUME 44 OF CERTIFIED SURVEY MAPS ON PAGE 7318 AS DOCUMENT NO. 2935051, PART OF OUTLOT 1 CERTIFIED SURVEY MAP NO. 7127 FILED AS DOCUMENT NO. 2177072, BEING PART OF THE SOUTHWEST 1/4 OF THE FRACTIONAL NORTHEAST 1/4 AND ALSO BEING PART OF THE NORTHWEST 1/4, OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 21 NORTH, RANGE 17 EAST, CITY OF APPLETON, OUTAGAMIE COUNTY, WISCONSIN.

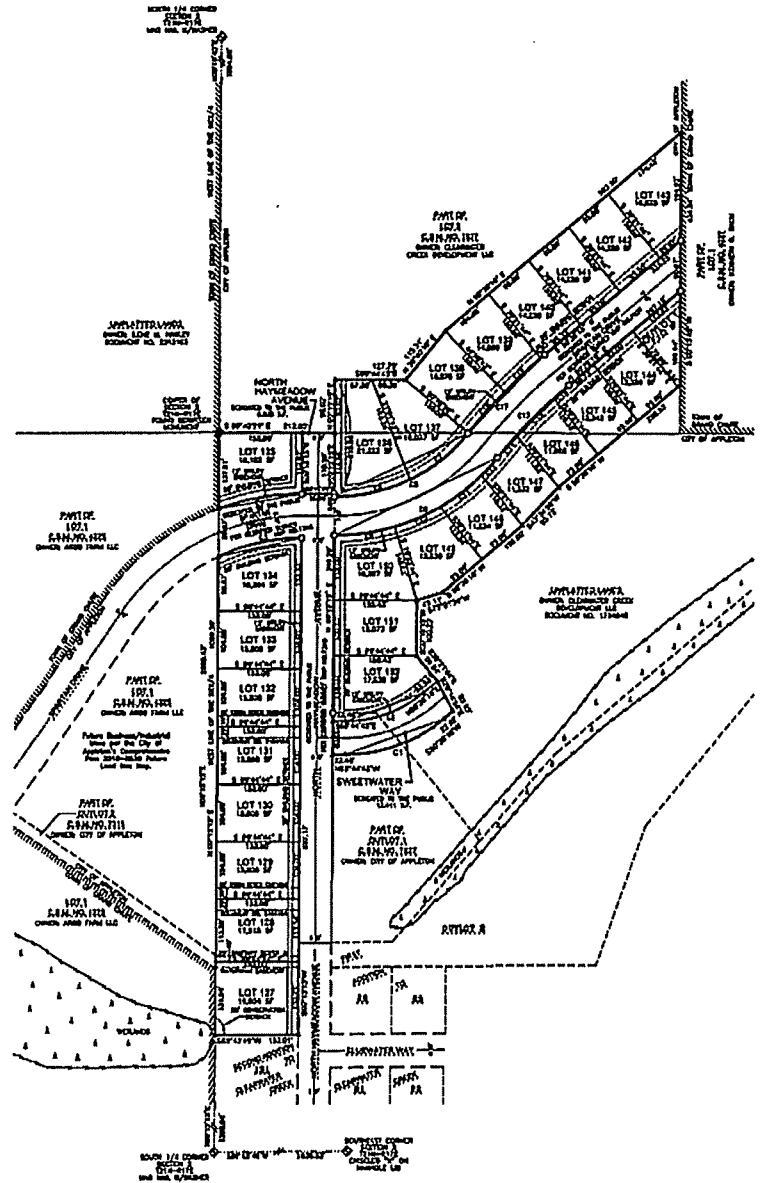


LEGEND

- 1" O.D. ROUND IRON PIPE CITY, 14" LONG, WEIGHT 2.13 LBS. PER LINEAL FOOT AT 24" CLEARANCE
- A 1 1/2" O.D. ROUND IRON PIPE 648 FEET, 60" LONG WEIGHTS 1.343 LBS. PER LINEAL FOOT
- △ 1 1/2" O.D. ROUND IRON PIPE 648 FEET, 60" LONG WEIGHTS 1.343 LBS. PER LINEAL FOOT
- 1/2" O.D. IRON PIPE
- 10% LC AREA IN SQUARE FEET
- ◇ GOVERNMENT CORNER
- ◇ RECORDED AS
- ⊡ DEDICATED WETLAND
- ▨ EXISTENTIAL BOUNDARY


UTILITY EASEMENTS TO 30' SLOTTED OR METAL CURBS TO 10' SLOTTED TO 15' SLOTTED. UTILITIES UNDER RIGHTS BY EASEMENT SHALL BE EXCEPTED FROM THESE RIGHTS AND ANY RIGHTS OF PROPERTY SHOWN FOR THE CITY OF APPLETON SHALL BE SUBJECT TO THE RIGHTS OF THE CITY OF APPLETON UNDER THESE RIGHTS BY EASEMENT. UTILITY EASEMENTS TO 30' SLOTTED OR METAL CURBS TO 10' SLOTTED TO 15' SLOTTED. UTILITIES UNDER RIGHTS BY EASEMENT SHALL BE EXCEPTED FROM THESE RIGHTS AND ANY RIGHTS OF PROPERTY SHOWN FOR THE CITY OF APPLETON SHALL BE SUBJECT TO THE RIGHTS OF THE CITY OF APPLETON UNDER THESE RIGHTS BY EASEMENT.

NOTE:
ALL LEVEL MEASUREMENTS HAVE BEEN MADE TO THE NEAREST ONE HUNDRETH OF A FOOT.
ALL ANGLE MEASUREMENTS HAVE BEEN MADE TO THE NEAREST ONE DEGREE AND EXPRESSED TO THE NEAREST HALF DEGREE.
FRONT YARD SETBACKS ARE IN FEET. THE REVISION READ THIS BUILDING SETBACKS ARE IN FEET AND MEASUREMENT READ THIS BUILDING SETBACKS ARE IN FEET AS SHOWN IN THIS PLAN. THIS BUILDING SETBACKS ARE IN FEET AS SHOWN IN THIS PLAN. THIS BUILDING SETBACKS ARE IN FEET AS SHOWN IN THIS PLAN.



There are no objections to this plan with respect to Secs. 22A.11, 22A.14, 22A.20 and 22A.11(1) and (1), Wis. Stats. as provided by a 22A.11, Wis. Stats.

Certified _____ 20____


Department of Administration

OWNER NAME	PARCEL ID	AREA	VALUE	STATUS	DEED NUMBER	DATE	EXEMPTED TO	TAXABLE TO
...
...
...

Martenson & Elsele, Inc.
1217 Liberty Road
Appleton, WI 54911
Phone: 920.833.4444
Fax: 920.833.4445
www.martensonelsele.com



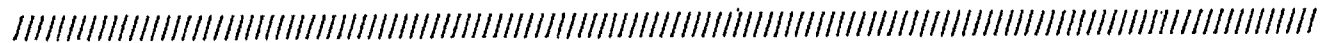
WAIVER OF SPECIAL ASSESSMENT NOTICES AND HEARING UNDER S. 66.0703 WISCONSIN STATUTES.

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

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

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

Street Address _____ Signature of Owner _____ Date _____



OFFICE USE ONLY

FIELD NOTES:

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

Total amount of sidewalk to be replaced _____
Of that total, what amount is due to tree damage _____

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

Date given to Field Supervisor _____

Date returned to office _____

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

AGREEMENT

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

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

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

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

NOW, THEREFORE, the parties agree as follows:

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

7. That Clearwater shall:

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

8. City of Appleton shall;

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

Dated this 7 day of June, 2019.

SIGNATURES BEGIN ON THE FOLLOWING PAGE

Clearwater Creek Development, LLC

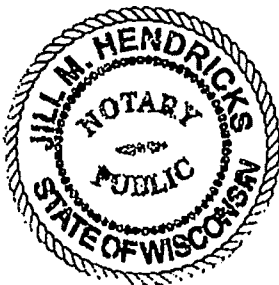
By: Robert A De Bruin
Printed Name: Robert A De Bruin
Title: Member

By: _____
Printed Name: _____
Title: _____

STATE OF WISCONSIN)
: ss.

Outagamie COUNTY)

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



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

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

City of Appleton

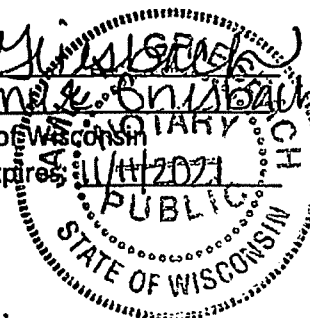
By: [Signature]
Timothy M. Hanna, Mayor

By: [Signature]
Kami Lynch, City Clerk

STATE OF WISCONSIN)
 : ss.
OUTAGAMIE COUNTY)

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

[Signature]
Printed Name: James P. Walsh
Notary Public, State of Wisconsin
My commission expires 11/11/2021



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

Approved as to Form:

[Signature]
Anthony D. Saucerman, Director of Finance

[Signature]
James P. Walsh, City Attorney

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

EXHIBIT A

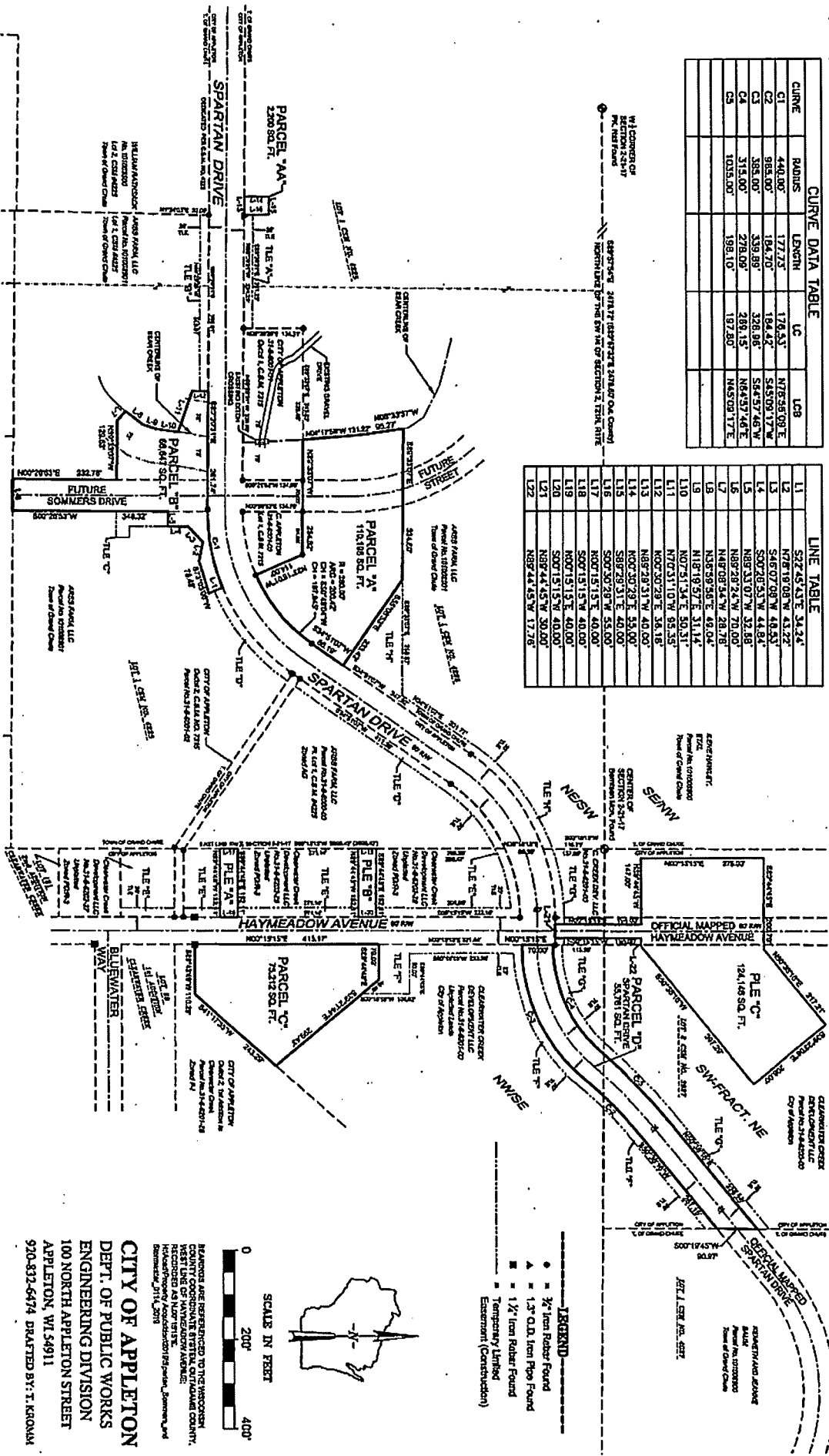
Part of Lot 1 of Certified Survey Map No. 4225 recorded in Volume 23 of Certified Survey Maps on Page 4225 as Document No. 1447327 and Part of Lot 2 of Certified Survey Map No. 3927 recorded in Volume 21 of Certified Survey Maps on Page 3927 as Document No. 1388606 and Part of the Northwest Quarter (NW¹/₄) of the Southeast Quarter (SE¹/₄), being located in the North One-Half (N¹/₂) of the Southwest Quarter (SW¹/₄), the Northwest Quarter (NW¹/₄) of the Southeast Quarter (SE¹/₄) and the Southwest Quarter (SW¹/₄) of the Fractional Northeast Quarter (NE¹/₄) of Section 2, Township 21 North, Range 17 East, City of Appleton and the Town of Grand Chaux, Outagamie County, Wisconsin.

CURVE DATA TABLE

CURVE	RADIUS	LENGTH	LC	LCB
C1	440.00'	177.23'	176.53'	N7E59.09'E
C2	984.00'	194.20'	184.42'	S45.09.17'W
C3	328.00'	339.89'	328.06'	S84.57.46'W
C4	378.00'	278.09'	269.15'	N84.57.46'E
C5	1033.00'	193.10'	193.20'	N45.09.17'E

LINE TABLE

LINE	BEARING	LENGTH
L1	S27.45.43'E	34.34'
L2	N78.19.08'W	43.22'
L3	S46.07.08'W	44.83'
L4	S00.20.53'W	44.84'
L5	N89.33.07'W	32.48'
L6	N89.28.24'W	70.00'
L7	N47.09.44'W	28.78'
L8	N35.59.56'E	49.04'
L9	N18.19.57'E	31.14'
L10	N07.51.34'E	50.31'
L11	N03.50.28'E	36.18'
L12	N89.28.24'W	40.00'
L13	N03.50.28'E	53.00'
L14	S00.20.53'W	45.00'
L15	S00.20.53'W	55.00'
L16	N00.18.15'W	40.00'
L17	N00.18.15'W	40.00'
L18	N00.19.12'E	40.00'
L19	S00.15.15'W	40.00'
L20	N89.44.45'W	30.00'
L21	N89.44.45'W	30.00'
L22	N89.44.45'W	17.76'



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

ARBB FARM, LLC

Tax Key #101008901

PARCEL "AA"

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

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

ARBB FARM, LLC

Tax Key #101008901

PARCEL "A"

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

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

ARBB FARM, LLC

Tax Key #101008901

PARCEL "B"

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

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

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

CLEARWATER CREEK DEVELOPMENT LLC

Tax Key #31-6-6201-00

PARCEL "C"

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

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

CLEARWATER CREEK DEVELOPMENT LLC

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

PARCEL "D"

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

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

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

CLEARWATER CREEK DEVELOPMENT LLC

Tax Key #31-6-6202-28

PLE "A"

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

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

CLEARWATER CREEK DEVELOPMENT LLC

Tax Key #31-6-6202-28

PLE "B"

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

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

CLEARWATER CREEK DEVELOPMENT LLC

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

PLE "C"

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

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

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

ARBB FARM, LLC

Tax Key #101008901

TLE "A"

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

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

ARBB FARM, LLC

Tax Key #101008901

TLE "B"

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

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

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

ARBB FARM, LLC

Tax Key #101008901

TLE "C"

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

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

ARBB FARM, LLC

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

TLE "D"

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

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

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

See also attached Exhibit "A".

CLEARWATER CREEK DEVELOPMENT LLC

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

TLE "E"

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

Commencing at the W ¼ corner of said Section 2;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

See also attached Exhibit "A".

CLEARWATER CREEK DEVELOPMENT LLC

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

TLE "F"

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

Commencing at the W ¼ corner of said Section 2;

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

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

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

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

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

CLEARWATER CREEK DEVELOPMENT LLC

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

TLE "G"

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

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

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

ARBB FARM, LLC

Tax Key #101008901

TLE "H"

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

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

AGREEMENT

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

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

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

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

NOW, THEREFORE, the parties agree as follows:

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

Dated this 3 day of February, 2016.

Clearwater Creek Development, LLC

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

By: _____
Printed Name: _____
Title: _____

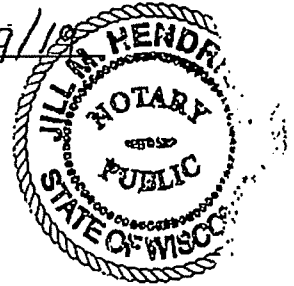
STATE OF WISCONSIN)

: ss.
Otagamie COUNTY)

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

Jill M Hendricks
Printed Name: Jill M Hendricks
Notary Public, State of Wisconsin
My commission is/expires: 10/19/18

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]



City of Appleton

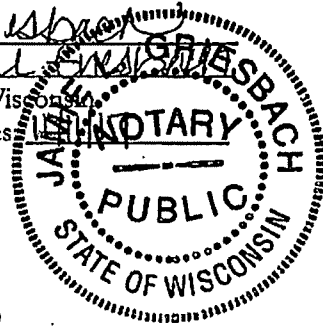
By: [Signature]
Timothy M. Hanna, Mayor

By: [Signature]
Kami Seefeldt, City Clerk
Lynch

STATE OF WISCONSIN)
: ss.
OUTAGAMIE COUNTY)

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

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



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

[Signature]
Anthony D. Saucerman, Director of Finance

Approved as to Form:
[Signature]
James P. Walsh, City Attorney

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

EASEMENT AGREEMENT

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

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

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

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

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

of February, 2016.

Clearwater Creek Development LLC, a Wisconsin Limited Liability Company

By Robert A. DeBruin By _____
Printed Name Robert A De Bruin Printed Name _____
Title Member Title _____

STATE OF WISCONSIN)
)ss
OUTAGAMIE COUNTY)

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

Robert A De Bruin and _____ to me known to be the persons who
executed the foregoing instrument and acknowledged the same.

William Hendricks
Notary Public, State of Wisconsin
My commission expires 12/19/19



EXHIBIT "A"

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

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

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

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

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

CLEARWATER CREEK PLAT and being the point of beginning:

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

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

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

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

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

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

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

The easement is described as:

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

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

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

Thence South 00°15'15" West 24.75 feet along the West line of Haymeadow Avenue to the point of beginning;

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

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

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

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

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

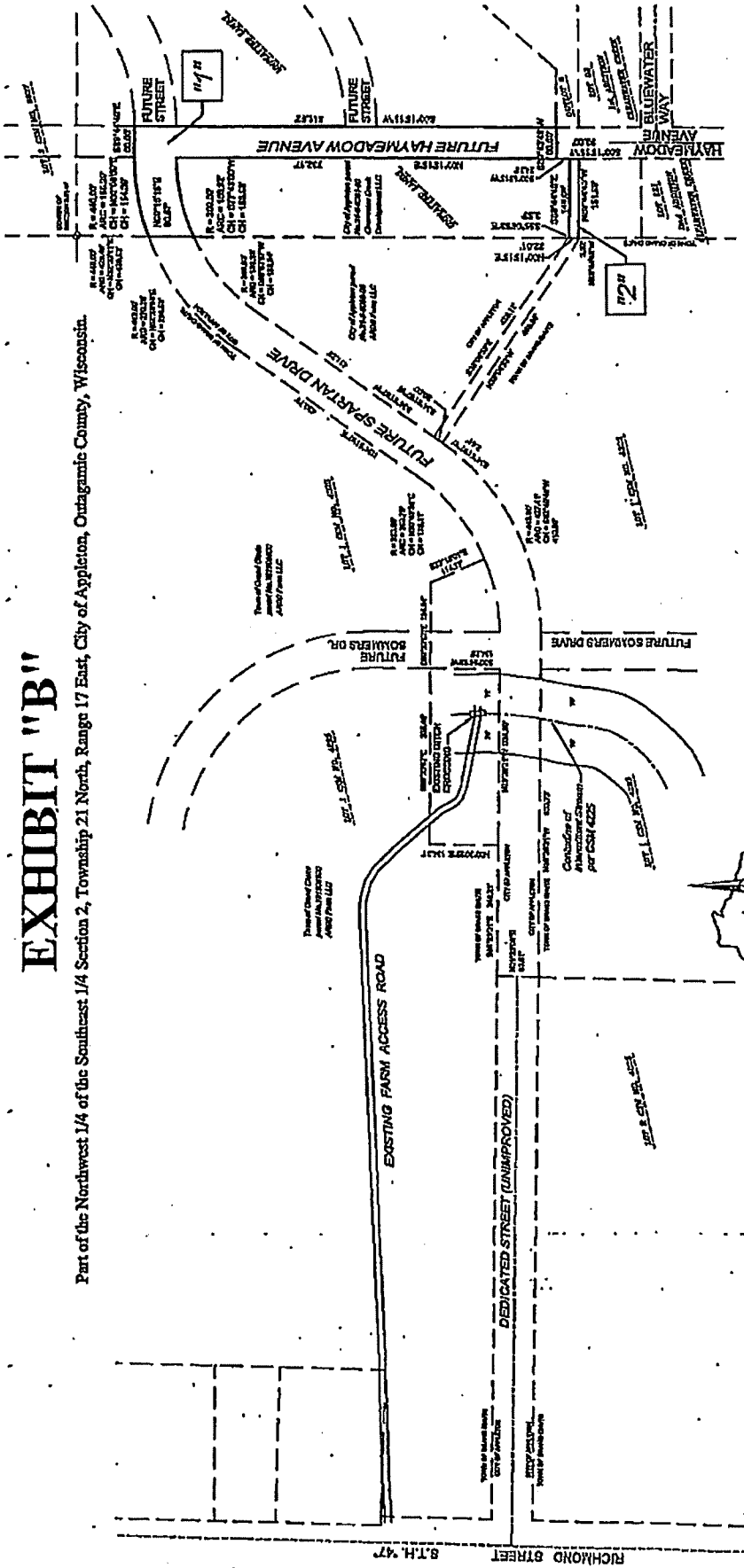
Drafted by: James P. Walsh, City Attorney

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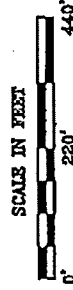
R-44

EXHIBIT "B"

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



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



BOUNDARIES ARE REFERENCED TO THE WISCONSIN COUNTY COORDINATE SYSTEM, OUTAGAMIE COUNTY, WEST LINE OF HAYMEADOW AVENUE, RECORDED AS PLAT 1016. Reference to section 21 of the plat is 1016.

**MEMORANDUM OF UNDERSTANDING
FOR
BROADWAY DRIVE STOCKPILE SOUTH OF BROADWAY DRIVE**

This Memorandum of Understanding is meant to document the agreement for the City of Appleton's use of the parcel 31-6-200-00 owned by Clearwater Creek Development for soil stockpile purposes. The stockpile shall be located as shown on the attached plan sheet SP-1. The soil will be generated from the Leona Street Stormwater Pond Project beginning in May 2019. Following are the terms of this agreement:

- The City of Appleton's contractor shall strip topsoil within stockpile limits prior to placing any soil.
- The City of Appleton's contractor will stockpile approximately 13,300 CY of soil.
- The City's contractor shall place erosion control and seed in accordance with City specifications.
- Owner grants permission for the stockpile to remain in place until December 31st, 2023, by which time the City intends to use the stockpiled material to construct Spartan Drive west of Meade Street. If Spartan Drive construction is delayed, both parties will negotiate in good faith a new deadline for removal of the stockpile.

By: Robert DeBruin
Robert Debruin

Date: 1-21-19

By: Paula Vandehey
Paula A. Vandehey, Director of Public Works
City of Appleton

Date: 1-23-19



MEMORANDUM

TO: Finance Committee

FROM: Kara Homan, AICP, Director of Community & Economic Development
Danielle Block, PE, Director of Public Works

DATE: October 23, 2023

RE: Development Agreement – 4th Addition to Clearwater Creek

The Final Plat for the 4th Addition to Clearwater Creek was approved by the Appleton Common Council on October 4, 2023. As a condition of that approval, the [staff memo](#) (condition #2, pg 4) outlined that a Development Agreement is required prior to issuance of any permit to commence grading and/or construction of any public improvement.

With this development, the City initiated a new approach to negotiating development agreements, with the Community & Economic Development Director leading negotiations and internally coordinating with the City Attorney's office and Public Works Director/Department. This development agreement used the Attorney's office template for Development Agreements as a basis, and ensured the development agreement did not provide any fiscal/administrative contribution beyond standard policy from the City - aligning with the City's debt reduction strategy. Unlike prior development agreements for earlier phase(s) of Clearwater Creek, this agreement does not waive the City's administrative fees, and ensures the cost of temporary asphalt is borne by the developer (not the City). It also extends the City's continued ability to store soil stockpiles (to be used for future street extensions) on the developer's land through 2030. The developer has confirmed they are agreeable to the agreement's language as drafted.

Staff Recommendation:

The Directors of CED and DPW recommend **APPROVAL** of the 4th Addition to Clearwater Creek Development Agreement.



MEMORANDUM

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

TO: Community and Economic Development Committee
FROM: Olivia Galyon, Community Development Specialist
DATE: October 18, 2023
RE: City Program funding approval and City Proposals for 2024 Community Development Block Grant (CDBG) Funding

Per City of Appleton CDBG Policy, the process of allocating 2024 CDBG funds has begun. An award estimate of \$576,900 is anticipated for the 2024 Program Year. \$576,900 is only an estimate and is subject to change upon adoption of the Federal budget. Also, according to City CDBG Policy, the CEDC must approve allocations for City Programs. Those proposed amounts total \$190,000, and are identified as follows:

Housing Rehabilitation Loan Program - **\$0**

Neighborhood Program - **\$40,000**

Appleton Housing Authority - **\$50,000**

*CDBG Administrative Costs for the Community and Economic Development Department - **\$100,000**

*includes funding for provision of HUD required Fair Housing Services

The remaining balance of funds, \$386,900, is made available first to City departments and then community partners. Appleton Police Department and the Health Department continue to have conversations regarding potential project(s) that may use CDBG and/or American Rescue Plan Act (ARPA) funding. The best source of funding needs to be determined. Should a CDBG request be derived from these departments, we expect it to occur in the next one-two months.

Following CEDC and Common Council action on City program funding and City Department application(s), the next step in the CDBG allocation process includes applications from community partners. After community partner applications have been received (due November 10, 2023) and eligibility is determined, CEDD staff will supply the CDBG Advisory Board with the applications, appropriate guidelines, and a scoring sheet. These packets of information are expected to be distributed to the Advisory Board members in November. Board members are asked to allocate funding among the applicants and return their allocations to CEDD staff who will compile all results and will present allocation recommendations at an Advisory Board meeting, during which allocation amounts will be finalized based on the anticipated projected award. Funding recommendations from this Board will be presented as an Action Item to the CEDC at a subsequent meeting. CEDC's recommendation will then be presented to the Common Council for final approval.

If you have any questions, please contact me at 832-6469 or olivia.galyon@appleton.org. Thank you!



925 W. Northland Avenue Appleton, WI 54914
Phone (920) 739-6811 Fax: 739-6817 TDD: 731-2406

October 12, 2023

Olivia Galyon
Community Development Specialist
City of Appleton
100 N. Appleton St.
Appleton, WI 54911

Dear Olivia,

Please accept this letter as our request for CDBG PY24 dollars. We are seeking \$50,000 for our First Time Homebuyer Program. These funds will be used to assist first time homebuyers under 80% CMI to purchase homes in the City of Appleton. Funds will be used for providing downpayment assistance and if necessary, perform needed rehab to bringing the property up to code and Housing Quality Standards (HQS).

If you have any questions, please feel free to give me a call at 920-739-6811 x106 or email at aaronh@appletonhousing.org. I would also be the point of contact for CDBG requests/information.

Thank You,

Aaron Hilbert
Finance Manager
Appleton Housing Authority
925 W. Northland Ave.
Appleton, WI 54914

City of Appleton and Teamster Union Local 662

Tentative agreements

October 16, 2023

Article 1 –Term of Agreement - This Agreement shall be in full force and effect from January 1, ~~2021~~ **2024** to and including December 31, ~~2023~~ **2026** and shall continue from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least one hundred twenty (120) days prior to the date of expiration

Article 6.4 A -Probationary Period - There shall be a probationary period of six (6) months **after in-service** for all new employees hired for regular positions. This period may be extended by mutual agreement between the Employer and the Union.

Article 7.2 – Suspension and Discharge – Discharge or suspension of an employee must be by proper written notice, ~~Certified Mail, return receipt requested, sent to the last known address of the employee,~~ or by personal service on the employee, with a copy to the Union. Appeal from discharge must be taken within five (5) working days by written notice to the Director of Human Resources and a meeting held between the Employer and the Union within fifteen (15) working days after the appeal is filed. A decision must be reached within five (5) working days from the date of this meeting.

Article 10 – Alcohol and Drug Use – 10.2 F. All FTA drug and alcohol testing will be conducted in accordance with 49CFR part 40 as amended. The parties agree that the results of an ~~Evidential Breathalyzer Machine~~ **FTA approved testing process** administered by a **certified technician** ~~an Occupational Health Provider~~ shall be presumed accurate, cannot be challenged and are not subject to the grievance procedure.

~~**Article 11.3 B. 5 – An employee who is being retrained in lieu of suspension shall receive only one half (1/2) their regular straight time hourly rate for all time spent in retraining.**~~

Article 13.2 C. 1. a – The employee was late because they were using Valley Transit buses **(excludes contracted services)** to get to work.

Article 14.3 Reimbursement of Job-related Schooling – The Employer shall pay for any job-related schooling, which it requires of employees. Employees who successfully complete other job-related continuing education courses shall be reimbursed for one-half (1/2) the cost of tuition and books subject to available funds. The City's reimbursement for each class will be based on the UW System rates. Participation in such courses must be approved, in advance, by

the Department Head and the Director of Human Resources. Successful completion shall mean a passing grade if the course or program is graded on a pass/fail basis or a grade of "C" or better if letter grades are issued. **An employee must remain employed in good standing for a period of two years after the completion of such course, if an employee exits employment prior to this time frame they will be required to reimburse the Employer.**

16.3 Longevity Pay Schedule

- ~~A. All regular full-time employees who have completed five (5) to ten (10) years of service will receive an additional six cents (\$.06) per hour added to their base rate.~~
- ~~B. All regular full-time employees who have completed ten (10) or more years of service will receive an additional ten cents (\$.10) per hour added to their base rate.~~
- ~~C. Longevity will be based upon the date the employee was hired.~~
- ~~D. All regular full-time employees with that many years of service with the city in another classification(s) but fewer years in the classification to which this schedule applies, shall have the identical differential added to the applicable base pay step.~~

Article 18 –

	<u>2021</u>	<u>2022</u>	<u>2023</u>
New Year's Day	January 1	January 1	January 2
Memorial Day	May 31	May 30	May 29
Independence Day	July 5	July 4	July 4
Labor Day	September 6	September 5	September 4
Thanksgiving Day	November 25	November 24	November 23
Christmas Day	December 25	December 26	December 25

	<u>2024</u>	<u>2025</u>	<u>2026</u>
New Year's Day	January 1	January 1	January 1
Memorial Day	May 27	May 26	May 25
Independence Day	July 4	July 4	July 4
Labor Day	September 2	September 1	September 7
Thanksgiving Day	November 28	November 27	November 26
Christmas Day	December 25	December 25	December 25

Article 20.1 A. 2.b. – ~~If an employee qualifies for a one (1), two (2), three (3), four (4) or five (5) week vacation as of January 1 and completes the service necessary for an additional week or day(s) of vacation later in that the calendar year, such employee shall receive the additional~~

~~vacation after their anniversary date and shall thereafter be eligible for such increased vacation as of January 1 of each succeeding that calendar year. In the event that an employee uses this additional vacation prior to their anniversary date and then exits employment they will be required to reimburse the employer for the additional day(s)/week. The additional week or day(s) will not be used in calculation of the full week selection requirement in the first year. (See Article 20.1C.)~~

Article 20.3 – ~~Vacation~~ Paid Leave Bidding

Article 20.3 A. 1 – Maintenance and Office Employees.

Vacations for each calendar year will be bid by seniority beginning ~~December~~ November 1 preceding the year vacations are to run. Each employee will have forty-eight (48) hours to select their vacation.

Article 20.3 C – ~~Vacation~~ Paid Leave Bidding – Days

Article 20.4 ~~Vacation~~ Paid Leave scheduling

Article 21.4 A – ~~If a driver~~ **an employee** is sick or otherwise unable to come to work, they must call in at least sixty (60) minutes prior to the scheduled start of the shift or be subject to the “late” policy defined in Article 13.

Article 23 – Funeral Leave – In the case of death in the immediate family of a regular full-time employee (non-dependent children, grandchildren, parents or legal guardian, sister or brother, mother-in-law, father-in-law, or any other relative living in the employee’s residence at the time of death), the employee will be paid for the scheduled time lost from the date of death but not to exceed three (3) scheduled work days ~~within a seven (7) day period from the date of death~~ at the employee’s regular straight time hourly rate, but not to exceed twenty-four (24) hours.

Article 32.3 B – Method of Bidding – Drivers must leave with ~~the Administrative Services Manager or other~~ office personnel and the Union Steward, a list of bids, first, second and third choice bids, before going on scheduled leave.

Adding Article 40.5

(non-benefited) PART-TIME UTILITY WORKER SCHEDULES

- A. The City of Appleton and the Teamster Union agree to use a labor pool to fill the Part Time Utility Worker schedules. The scheduling options will be based on management needs and employees availability.**
- B. Part Time Utility Workers will be assigned a varied schedule between 3:00 p.m. — 12:00 a.m. The schedule will consider coverage needs and availability provided by the employee and may be any amount of hours to a maximum average of 29.5 hours per week.**

Coverage needs generally fall into the time frame listed below:

Monday — Saturday 3:00 p.m. — 12:00 a.m.

Additional hours are needed for shelter cleaning and can be flexible during any hours of operation.

Additional hours will be available for snow removal and will be unpredictable, these hours will be offered on a voluntary basis as they occur.

- C. Part Time Utility Workers will be allowed to voluntarily sign for additional Utility Worker hours beyond those agreed upon and will be given available hours based on seniority.**
- D. Part Time Utility Workers will not be inversed outside of the hours/days they are initially assigned.**
- E. The number of Part Time Utility Workers will be a management decision.**
- F. No guarantee of hours will be provided.**
- G. The pay scale listed in the contract for Utility Worker will be used.**
- H. Part Time Workers will be paid for actual hours worked and overtime after 40 hours.**
- I. Adjustments to the hour definitions above may be created based on Management decision and candidate availability.**

Exhibit C – Side letter – update employees listed

**EXHIBIT C (UPDATED VERSION 1/1/2024 ~~6/8/2021~~)
LETTER OF UNDERSTANDING
~~LONGEVITY AND VACATION FOR PART-TIME EMPLOYEES~~**

This Letter of Understanding outlines an agreement reached between the City of Appleton and the Teamster Local #662 Valley Transit during negotiations for a ~~2021~~ **2024** Collective Bargaining Agreement. The Letter of Understanding applies to the elimination of ~~longevity and~~ vacation for part-time employees. The following employees shall be grandfathered as outlined below:

_____	Steve Hamilton	_____	Longevity Only
_____	Tom Coon	_____	Vacation Only
_____	Paul Rollefson	_____	Vacation and Longevity
_____	Dan Kobussen	_____	Vacation and Longevity
_____	Carl Gustavson	_____	Vacation Only

_____	_____	_____	_____
For the City of Appleton	Date	For the Union	Date

Expire Vacation carry over side-letter

**EXHIBIT E
LETTER OF UNDERSTANDING
ADDITIONAL VACATION PAID TO POST EMPLOYMENT
HEALTH PLAN (PEHP) OR HEALTH SAVINGS ACCOUNT (HSA)**

Effective July 1, 2021 to December 31, 2021

In recognition of the current staffing levels and difficulties filling vacant driver positions, the City of Appleton and Teamsters Local Union #662 covering Valley Transit Employees have reached an agreement to allow for up to one additional week of vacation to be deposited to the

~~Post Employment Health Plan (PEHP) or Health Savings Account (HSA). This agreement only applies to drivers. An employee choosing to have unused vacation paid to the PEHP or HSA shall notify the department prior to year end. This agreement is being offered on a non precedent basis. All other provisions of the union contract shall remain unchanged.~~

~~This benefit may be used only after meeting the following:~~

- ~~1. Drivers must use at least one week of vacation time.~~
- ~~2. The maximum time that may deposited will not exceed 80 hours (40 hours per the current contract and 40 additional hours per this letter of understanding).~~

~~This agreement will expire on December 31, 2021.~~

~~For the City _____ For the Union _____~~

Gender neutral changes – a few clean up items that were missed in last contract will be made.

**Create title of Communication Technician/Scheduler – this position will be awarded to the senior qualified employee and paid \$1.00/hour above the Communication Technician rate.
*draft job description is attached for clarification of duties**

Wages

2024 – 3% on 1/1/24

2025 – 3% on 1/1/25

2026 – 2.5% on 1/1/26

Wage scale steps will be reduced and will be modified for driver and part time driver as follows:

Training rate 85%

Completion of probation rate 90%

1 year after completion of probation 95%

2 years after completion of probation 100%

2021-2023 AGREEMENT
 Between
 THE CITY OF APPLETON
 and
 TEAMSTERS LOCAL UNION #662
 covering
 VALLEY TRANSIT EMPLOYEES

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1 CITY OF APPLETON – VALLEY TRANSIT
2 and
3 TEAMSTERS LOCAL UNION NO. 662
4

5 This Agreement made and entered into by and between the City of Appleton, with the Director of Human Resources
6 acting as its agent, hereinafter referred to as the “Employer,” and Teamsters Local Union No. 662, hereinafter referred
7 to as the “Union”, for the purpose of establishing sound labor relations and to establish minimum wages, hours and
8 working conditions for the employees covered hereby.
9

10 PART A
11 GENERAL PROVISIONS
12

13 ARTICLE 1
14 TERM OF AGREEMENT
15

16 This Agreement shall be in full force and effect from January 1, 2021 to and including December 31, 2023 and shall
17 continue from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by
18 either party upon the other at least one hundred twenty (120) days prior to the date of expiration.
19

20 ARTICLE 2
21 SEPARABILITY AND SAVINGS
22

- 23 A. If any Article or Section of this contract should be held invalid by operation of law or by any tribunal of
24 competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by
25 such tribunal pending a final determination as to its validity, the remainder of this contract or the application of
26 such Article or Section to persons or circumstances other than those as to which it has been held invalid or as
27 to which compliance with or enforcement of has been restrained shall not be affected thereby.
28
- 29 B. In the event that any Article or Section is held invalid or enforcement of or compliance with which has been
30 restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining
31 negotiations, upon the request of either party, for the purpose of arriving at a mutually satisfactory
32 replacement for such Article or Section during the period of invalidity or restraint.
33

34 ARTICLE 3
35 UNION RECOGNITION
36

- 37 A. The Employer shall recognize Teamsters Local Union No. 662 as the authorized representative and exclusive
38 bargaining agent for all employees employed as drivers, maintenance, and clerical employees of the City of
39 Appleton transit system, excluding supervisory, confidential, managerial, craft and professional employees.
40
- 41 B. Membership in the Union is not compulsory. An employee may join the Union and maintain membership
42 therein consistent with its constitution and by-laws. No employee will be denied membership because of
43 race, color, religion, age, disability, marital status, family status, national origin, sexual orientation, creed or
44 sex. This Article is subject to the duty of the Wisconsin Employment Relations Commission to suspend the
45 application of this Article whenever the Commission finds that the Union has denied an employee
46 membership because of race, color, religion, age, disability, marital status, family status, national origin,
47 sexual orientation, creed or sex. The Union, as exclusive Representative of all employees in the bargaining
48 unit, will represent all employees fairly and equally.
49
- 50 C. The Union acknowledges that staffing levels are not a mandatory subject of bargaining.
51
52
53
54

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ARTICLE 4
UNION SECURITY

4.1 Fair Share Deduction

The Employer agrees to deduct from the pay of all employees covered by this Agreement, who have an application on file with the Union, the amount certified by the Union as the amount of dues uniformly required of its members; and agrees to remit monthly to the Union, all such deductions. The Union shall indemnify and hold harmless the Employer from any claims against the Employer for Union deductions.

4.2 Union Business

- A. The Shop Committee shall be one Steward and two Committee persons.
- B. Authorized representatives as defined above shall suffer no loss of wages for working hours spent on matters of negotiations or grievances relating to this bargaining unit.
- C. The Union agrees to conduct its business off the job as much as possible. This Article shall not operate as to prevent a Steward from the proper conduct of any grievance in accordance with the procedure outlined in this Agreement, nor to prevent certain routine business such as the posting of Union notices and bulletins.
- D. Business agents or representatives of the Union having business with members of the Union may confer with such members during the course of the work day for a reasonable time, provided that they first notify the Department Head and/or designee of their presence.
- E. The Employer agrees to provide copies of changes in administrative or operating procedures and work rules to the Shop Committee and, if requested, to discuss these changes prior to their implementation. This provision shall not be considered to be a waiver of the right of the Union to bargain the impact of changes or to grieve the reasonableness of rules.

4.3 Bulletin Board

The Employer agrees to provide the Union with sufficient bulletin board space for its purposes.

4.4 Picket Lines

It shall not be a violation of this Agreement and it shall not be cause for discharge or disciplinary action in the event an employee refuses to enter upon any property involved in a labor dispute, or refuses to go through and work behind any picket line.

ARTICLE 5
SUBCONTRACTING

The Employer agrees to notify the Union prior to the subcontracting of any work presently performed by Union employees. The Employer will negotiate with the Union, upon request, on any matters relating to such subcontracting which are mandatory subjects of bargaining. Nothing herein shall be construed to limit either party's legal rights relating to subcontracting.

ARTICLE 6
HIRING AND PROMOTION

6.1 Non-Discrimination

A. The Employer and the Union agree not to discriminate against any individual with respect to hiring, compensation, terms or conditions of employment, nor will they limit, segregate or classify employees in any way to deprive any individual employee of employment opportunities pursuant to applicable Federal, State or local legislation.

6.2 Bonds

The Employer shall not require any employee to give bond.

6.3 Hire Rate

The General Manager, with approval of the Human Resources Director will have the ability to hire new employees at any step of the pay scale as deemed appropriate to recognize the experience level of the applicant.

6.4 Probationary Period

- A. There shall be a probationary period of six (6) months for all new employees hired for regular positions. This period may be extended by mutual agreement between the Employer and the Union.
- B. Temporary employees who are hired on a regular basis prior to working 1000 hours in a twelve (12) month period shall be required to serve the full probationary period provided for in Paragraph "A" above, regardless of the number of hours they worked as a temporary employee.

6.5 Seniority

A. Unless otherwise modified elsewhere in this Agreement, seniority rights shall prevail. Seniority for all employees shall prevail on the following basis.

1. Full-time Drivers.
2. Part-time Drivers.
3. Maintenance employees.
4. Office clerical employees.

Seniority lists of employees shall be posted in a conspicuous place. Any disagreement concerning an employee's seniority shall be subject to the grievance procedure.

B. Seniority for regular employees shall be determined by the length of service of the employee and shall commence upon completion of training (driver place in-service). If an employee attains regular full-time status and is later involuntarily reduced to part-time, that employee shall be considered to have more seniority for all purposes than any other part-time employee. An employee who voluntarily reduces to part-time shall be placed on the part-time seniority list based on original date of hire, but not higher on that list than any employee who was involuntarily reduced to part-time. An employee's seniority is nullified in the following circumstances.

1. The employee is laid off and not re-employed within two (2) years from the date of layoff.
2. The employee fails to return to duty when recalled from layoff as herein provided.
3. The employee leaves the Employer of the employee's own volition.
4. The employee is discharged for just cause and not subsequently reinstated.

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C. Seniority lists of all employees covered by this Agreement shall be furnished by the Employer to the Union upon request.

6.6 Job Posting

A. Qualification Standards.

1. Job postings shall include the qualification standards for the position, where such standards have been developed.
2. The Employer will provide qualification standards to the Union before utilizing them in the posting procedure. The standards shall not be arbitrary and capricious. The Union reserves the right to grieve the reasonableness of the standards.

B. For purposes of this Article, the "Divisions" shall be as follows.

1. Full-time and part-time drivers.
2. Maintenance employees.
3. Office clerical employees.

C. Posting Procedure.

A new job or vacancy shall be filled as follows.

1. Posted on the bulletin board for five (5) working days.
2. The Steward will be furnished copies of the original and the completed postings.
3. Employees desiring posted job shall sign such notice.
4. The employee oldest in seniority within the Division who meets the qualification standards of the position shall be eligible for the trial period. If no standards are included in the posting, the employee oldest in seniority in the Division shall be eligible for the trial period.

D. Trial Periods.

1. Employees may request to return to their prior position during the first ten (10) working days of the trial period. A request to return shall be honored within two (2) weeks.
2. A trial period in which to qualify for the job shall be given as follows.
 - a. For vacancies in the Master Mechanic and Communication Technician classifications the trial period shall be up to sixty (60) days. This initial sixty (60) day trial period may be extended to one hundred twenty (120) days upon written request by the Employer to the Union prior to the expiration of the initial period.
 - b. For vacancies in all other classifications the trial period shall be up to thirty (30) days. This initial thirty (30) day trial period may be extended to sixty (60) days upon written request by the Employer to the Union prior to the expiration of the initial period.
3. Employees serving a trial period shall not be eligible to sign a job posting for a different position during that trial period.

E. Any new job or vacancy shall initially be posted only in the Division where the vacancy occurs. Any vacancy not filled from within a Division shall be posted department wide before a new employee is hired. Such posting may be made simultaneously with the posting provided for in Paragraph "C" above if the Employer determines it would be proper to do so to expedite the process. These postings shall be as provided in Paragraph "C" above.

F. Temporary vacancies will be filled as follows.

- 1 1. The Employer retains the right to determine which temporary vacancies will be filled on a case-by-case
2 basis. The Employer will not, however, utilize the temporary vacancy provision to fill vacancies caused
3 solely by employee vacations or to circumvent the procedures set forth in Paragraph "C" above.
4
- 5 2. Temporary vacancies shall be posted on the bulletin board for five (5) working days. If a full-time driver
6 vacancy is to be filled during a bid period, the Employer will simultaneously post the full-time vacancy and
7 anticipated vacancies for part-time drivers.
8
- 9 3. The procedure for filling full-time vacancies will be handled on a case-by-case basis. One (1) of the two
10 (2) options listed below will be followed however, any permanent schedule changes involving the open
11 bid will remain in effect for the balance of the bid period:
 - 12 a. If the duration of the temporary vacancy is known, and sufficient time is available to justify doing so,
13 employees will be asked in seniority order, from the vacancy down, if they wish to take the open bid.
14 The employee who is promoted to fill the temporary vacancy will be assigned to fill the bid that
15 remains.
 - 16 b. If the particular case makes it impractical to perform the administrative reshuffle, the partner of the
17 absent driver will be offered partner's rights, as defined below, for the entire duration of the vacancy.
18 When a driver takes partner's rights in such a case it will be considered a permanent schedule
19 change, thus allowing the driver to make other schedule changes as desired. The employee who is
20 promoted to fill the temporary vacancy will be assigned the bid that remains.

21
22 Partner's Rights: Partners are drivers who operate the same run. If a partner is going to be
23 scheduled off (vacation, PTO. Floating holiday, sick leave, etc.) and it is known by 10:00 a.m. of the
24 previous day (10:00 a.m. Friday for Saturday, Sunday, and Monday) the daily partner has first choice
25 to the work schedule of the open run, however, weekly partners rights take precedence over daily
26 partner's rights. When more than two people work a run, the most senior partner shall have first
27 choice to the open work. The partner requesting daily partners rights must already be scheduled to
28 work that day.
29

- 30 4. When part-time vacancies are filled, employees will be asked in order of seniority, from the vacancy
31 down, if they wish to take the open bid. The newest person hired will be assigned to the bid that remains.
32 This procedure will also be handled administratively, in lieu of formal re-bidding.
33
- 34 5. All affected employees will revert to their previous status and work assignment under the following
35 circumstances.
 - 36 a. When the employee whose absence created the temporary vacancy returns to work.
 - 37 b. With the effective date of the next run bid period.
- 38
- 39 6. If the Employer decides to leave any vacancies unfilled, the above administrative bidding procedure will
40 not be followed and the remaining work will become available for stand-by drivers or for other employees.
41

42 G. Vacancies may be filled for a maximum of six (6) working days without posting and without regard to seniority.
43

44 **6.7 Seniority Upon Promotion/Transfer**

45
46 A. Non-Represented Position.

47
48 An employee assigned or promoted, with their consent, to a position with the Employer for which there is no
49 bargaining agent and who subsequently is reassigned or voluntarily returns to work within this bargaining unit,
50 provided the employee returns within one (1) year, shall not lose seniority as the result of such transfer or
51 promotion, but shall accumulate seniority during the period thereof. Such employee, upon returning to work
52 within this unit, shall be permitted to exercise their seniority to apply for any posted vacancy within the unit at
53 the time of their return. If no vacancy exists at that time, the employee shall return to work available until such
54 time as their seniority permits them to receive another job through posting. Any resulting layoffs shall be in

1 accordance with Article 6.8. The Union shall be notified in writing of such transfers or promotions. If the
2 employee so transferred or promoted does not return to work in the bargaining unit within one (1) year from
3 date of such transfer or promotion, the employee shall forfeit all accrued seniority.
4

5 B. Represented Positions.
6

7 Employees who voluntarily transfer to a lower rated position shall be paid at the step of the new position
8 based on the employee's qualifications. This shall not apply to temporary positions.
9

10 **6.8 Layoff Procedure**
11

- 12 A. In laying off employees because of reduction in forces, the employees shortest in length of service in the
13 bargaining unit shall be laid off first, provided those retained are capable of carrying on the Employer's usual
14 operation.
15
- 16 B. Full-time employees being laid off can bump a less senior employee in any position they are qualified to
17 perform. All full-time employees shall be considered to have more seniority than part-time employees.
18
- 19 C. If the employee who bumps under paragraph B. is unable to demonstrate their ability to do the job within (30)
20 days, the employee will have the option to bump another less senior employee in a different classification and
21 must demonstrate their ability to do the job within thirty (30) days. If unable to demonstrate their ability to do
22 the job the employee will be laid off.
23
- 24 D. Employees who bump shall have the option to return to their original position for a period of two (2) years
25 from the date they exercised their option to bump.
26
- 27 E. Employees who exercise their option to bump to a higher paid classification will be placed, on the salary
28 schedule, at the next higher rate in the new classification. Employees who exercise their option to bump to a
29 lower paid classification will be placed, on the salary schedule, based on the employee's qualifications.
30

31 **6.9 Recall Procedure**
32

- 33 A. In re-employing those who have been laid off because of a reduction in forces, the employees on the seniority
34 list having the greatest length of service in the bargaining unit shall be called back first, provided they are
35 qualified to perform the available work.
36
- 37 B. A laid off employee shall be given notice of recall by a call to the employee's phone from the recorded line.
38 The employee must respond to such notice within three (3) days after receipt thereof and must actually report
39 to work in seven (7) days after receipt of such notice unless otherwise mutually agreed to. This notice
40 requirement may be waived by the employee in writing, at the time of layoff, provided that copy of such waiver
41 is sent to the Union.
42
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ARTICLE 7
DISCIPLINE

7.1 **Warning Notices**

- A. The Employer shall not suspend or discharge an employee without just cause and shall give at least one warning notice of the complaint against such employee to the employee in writing, and a copy of same to the Union, except that no warning notice need be given in the following cases.
1. Dishonesty.
 2. Drunkenness, drinking, testing positive for or being in possession of alcoholic beverages while on duty and/or on Valley Transit property or when in uniform in a public place provided, however, that the purchase of sealed package goods while in uniform or having such beverages in a locked personal vehicle shall not be considered "possession" for purposes of this Paragraph. Discipline for drunkenness or results of a positive test shall be governed by the provisions of Article 10.2.
 3. Use of, testing positive for, or in possession of any controlled substance while on duty and/or on Valley Transit property or when in uniform in a public place, unless such substance has been legally prescribed. The provisions of Article 10.1 shall be utilized to determine if the results of a test are positive.
 4. Recklessness or endangering others while on duty.
 5. Miss-outs, as defined in Article 13.2.
 6. Failure to report an accident, if the driver is aware of the accident.
 7. Rape, sexual assault or attempted rape or sexual assault as specified in State Statutes Sec. 940.225.
- B. The warning notice as herein provided shall not remain in effect for more than one hundred and eighty (180) days from date of issuance, except that warning notices relating to accidents or attendance issues shall remain in effect for one (1) year and records of suspension shall remain in effect for eighteen (18) months.

7.2 **Suspension or Discharge**

Discharge or suspension of an employee must be by proper written notice, Certified Mail, return receipt requested, sent to the last known address of the employee, or by personal service on the employee, with a copy to the Union. Appeal from discharge must be taken within five (5) working days by written notice to the Director of Human Resources and a meeting held between the Employer and the Union within fifteen (15) working days after the appeal is filed. A decision must be reached within five (5) working days from the date of this meeting.

7.3 **Reinstatement**

The employee may be reinstated under other conditions agreed upon by the Employer and the Union or pursuant to the terms of an arbitration award. Failure to agree shall be cause for the matter to be submitted to arbitration as provided in Article 9 of this Agreement.

7.4 **Time Limits**

Employees shall be notified of disciplinary action within ten (10) working days of the incident or the Employer's knowledge of the incident, or in a matter relating to an accident, within ten (10) working days of the decision of the Accident Review Committee. Such discipline shall be administered starting not later than thirty (30) days from the date the employee is notified of the discipline. Working days are any week day excluding Saturdays, Sundays, and holidays.

1
2 ARTICLE 8
3 GRIEVANCE PROCEDURES
4

5 **8.1 Time Limits**
6

7 Any grievance must be presented in writing within ten (10) working days of its occurrence or discovery or it shall not
8 be subject to the grievance procedure. Working days are any week days excluding Saturdays, Sundays, and
9 holidays.
10

11 **8.2 Grievance Hearing Steps**
12

13 A grievance shall be processed as follows.
14

- 15 A. A grievance shall be reduced to writing and submitted in person to the employee's supervisor. The supervisor
16 will have up to seven (7) working days, from the date that the grievance was first officially submitted, to
17 schedule a Step 1 hearing and discuss with the employee and the Steward, if requested, the basis for the
18 grievance. The supervisor shall then respond in writing within seven (7) working days to the status of the
19 grievance. If the grievance is not resolved, the grievance shall be taken to Step 2 provided it is done within
20 five (5) working days from the date that the employee officially receives the supervisor's written decision.
21
- 22 B. The Steward shall then present the grievance to the General Manager and/or designee. The General
23 Manager will have up to five (5) working days, from the date of the Steward's presentation, to schedule a Step
24 2 hearing. He will meet with the Steward and the employee, if requested, and then respond in writing within
25 seven (7) working days of such meeting. A copy of this response shall be provided to the Steward and the
26 Local Union Office. If this solution is not satisfactory, the process shall move to Step 3, provided it is done
27 within five (5) working days from the date the written statement is received by the Union.
28
- 29 C. The Local Union shall then present the grievance to the Director of Human Resources and/or designee. The
30 Director of Human Resources will have up to seven (7) working days, from the date of the Local Union's
31 presentation, to schedule a Step 3 hearing. The Director of Human Resources or designee will meet with the
32 Union and then respond in writing within seven (7) working days of such meeting. If the grievance is not
33 satisfactorily resolved, either party may notify the other within five (5) working days from receipt of the written
34 statement of their desire to arbitrate.
35

36 ARTICLE 9
37 ARBITRATION
38

39 **9.1. Time Limits**
40

41 Any grievance relative to the interpretation or application of this Agreement, which cannot be adjusted by conciliation
42 between the parties, may be referred by either party hereto, within five (5) working days to the Wisconsin Employment
43 Relations Commission for the appointment of a panel of five (5) arbitrators from its staff.
44

45 **9.2 Authority of the Arbitrator**
46

- 47 A. The arbitrator shall conduct hearings and receive testimony relating to the grievance and shall submit findings
48 and decision. The decision of the arbitrator shall be final and binding on the employee, the Employer and the
49 Union.
50
- 51 B. It is understood that the arbitrator shall not have the authority to change, alter or modify any of the terms or
52 provisions of this Agreement.
53
54

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3 **9.3 Distribution of Costs**

- 4
5 A. The expense of the arbitrator, and the WERC filing fee, shall be divided equally between the parties to this
6 Agreement.
7
8 B. The grievant and up to one authorized representative as defined in Article 4.2 shall suffer no loss of pay for
9 working hours spent at the arbitration hearing.

10
11 **ARTICLE 10**
12 **ALCOHOL AND DRUG USE**

13
14 **10.1 Policy**

15
16 The parties agree to comply with all State and Federal laws and regulations relating to the use of alcohol and other
17 drugs. The City of Appleton Drug and Alcohol Free Workplace Policy shall be binding on both parties. The City
18 agrees to notify the Union of any proposed changes to said policy and to negotiate any mandatory subjects of
19 bargaining which may be contained in the changes, except that any changes required in order to meet the
20 requirements of any State or Federal law or regulation may be made by the Employer, with or without prior notice. In
21 cases where notice of the proposed change is not required, the City shall provide notice of the completed change to
22 the Union within thirty (30) days of the change.

23
24 **10.2 Discipline**

- 25
26 A. Refusal of an employee to participate in any legal testing procedure for alcohol or drug intoxication shall
27 constitute a presumption of intoxication and shall constitute the basis of discharge without the receipt of a
28 prior warning letter.
29
30 B. If test results demonstrate the presence of any breath alcohol concentration, the employee shall be subject to
31 discipline without receipt of a prior warning letter based on the following schedule.
32
33 1. Concentration equal to or above .04 of alcohol in 210 liters of breath -- discharge.
34 2. Any concentration equal to or above .02 grams but less than .04 grams of alcohol in 210 liters of breath -
35 - suspension without pay for the balance of the work day plus one day.
36
37 C. In addition to the above, any employee who has a breath alcohol concentration of less than .04 in 210 liters of
38 breath shall be required, as a condition of continued employment, to submit to an assessment under the
39 Employee Assistance Program and to comply fully with any recommendations made under that program.
40
41 D. Any employee who has been suspended pursuant to the above and who subsequently has a positive breath
42 alcohol test shall be subject to immediate discharge. A breath alcohol level of less than .02 grams in 210
43 liters of breath shall be considered a negative test.
44
45 E. If test results are positive for controlled substances, the employee shall be subject to discharge without
46 receipt of a prior warning letter.
47
48 F. The parties agree that the results of an Evidential Breathalyzer Machine administered by an Occupational
49 Health Provider shall be presumed accurate, cannot be challenged and are not subject to the grievance
50 procedure.
51

1 **10.3 Leave of Absence – Prior to Testing**

- 2
- 3 A. An employee shall be permitted to take a leave of absence for the purpose of undergoing treatment pursuant
- 4 to an approved program of alcoholism or drug use. The leave of absence must be requested prior to the
- 5 commission of any act subject to disciplinary action.
- 6
- 7 B. The Employer shall give between thirty (30) and sixty (60) days prior written notice to an employee of the
- 8 Employer’s intention to request a test for drug use during a DOT physical examination. The employee may,
- 9 within five (5) days of receipt of such written notice, make written request for a leave of absence.
- 10
- 11 C. Such leaves of absence shall be granted on a one (1) time basis and shall be for a maximum of sixty (60)
- 12 days unless extended by mutual agreement. While on such leave, the employee shall not receive any of the
- 13 benefits provided by this Agreement or Supplements thereto except continued accrual of seniority, nor does
- 14 this provision amend or alter the disciplinary provisions.
- 15
- 16 D. Employees requesting to return to work from a leave of absence for drug or alcohol use shall be subject to the
- 17 Return-To-Duty/Follow-Up Testing provision outlined in the City of Appleton Drug and Alcohol Free
- 18 Workplace Policy before returning to work. Failure to take the tests or to meet the standards of the testing
- 19 procedure shall be cause for discharge without a prior warning letter.
- 20

21 **ARTICLE 11**

22 **ACCIDENTS**

23

24 **11.1 Accident Reports**

25

26 Accident reports must be made out the day of occurrence, if possible to do so.

27

28 **11.2 Accident Review Committee**

- 29
- 30 A. An Accident Review Committee shall be maintained that consists of two (2) drivers elected for staggered
- 31 twenty-four (24) month terms (effective January 1, of even and odd years), two (2) management personnel,
- 32 and a neutral individual with experience in motor vehicle safety. Committee members or their substitute will
- 33 be paid for meetings in accordance with Article 16.7A.
- 34

35 If a driver member of the Accident Review Committee has an accident to be reviewed, a substitute member

36 will be appointed for that meeting. The substitute will generally be a former Committee member.

37

38 If an employee who has an accident being reviewed is working during the time that the review meeting is

39 held, that employee, upon request, will be relieved from their shift while their accident is being reviewed and

40 will not suffer any loss of pay to attend said meeting.

41

- 42 B. The Accident Review Committee shall determine if accidents were preventable or non-preventable.
- 43
- 44 1. A preventable accident shall be defined as any occurrence involving a Valley Transit vehicle in which the
- 45 employee failed to do everything they could have done to prevent the occurrence through reasonable
- 46 defensive driving practices.
- 47 2. The National Safety Council publication “A Guide to Determine Accident Preventability” shall be used in
- 48 determining whether accidents were preventable or non-preventable.
- 49
- 50 C. The following types of occurrences will be considered incidents and will not be subject to review by the
- 51 Accident Review Committee.
- 52

- 1 1. Collision Incident – Any collision occurrence caused by an act of nature (wind, water, hail, ice, snow) or
2 by an object coming into contact with the bus that is beyond the reasonable control of the employee to
3 avoid.
4 Examples: Tree limb falls on bus; caught in a hail storm; snowball thrown at bus; rock thrown up;
5 ball rolls into street; bird flies into side of bus.
6 2. Passenger Fall Incidents –
7 a. Any fall that occurs when the bus is parked and stationary.
8 b. Any fall that occurs completely outside the bus.
9 c. If a passenger falls while the bus is making a routine stop.

10
11 A supervisor will document all passenger falls on the Supervisor's Incident Form. If the stop was not
12 routine, the fall will continue to be handled through the Accident Review Committee.

13
14 When an employee has accumulated three (3) passenger falls from routine stops in the preceding 365
15 days, the fourth such fall will be submitted to the Accident Review Committee. If the fall is determined to
16 have been a preventable accident, discipline will be based on that accident, not the prior incidents, and
17 will follow normal progressive disciplinary procedures.

18
19 All other types of occurrences will be treated as accidents.

- 20
21 D. Minor accidents with fixed objects, (*i.e.*, mirror dings, bumper touches or scuffs, etc.), where serious public
22 safety issues are not compromised, will not be reviewed by the Accident Review Committee. Instead they will
23 be listed as a minor preventable accident resulting in discipline by means of a written oral warning. After
24 three (3) accidents of this type within a three hundred sixty-five (365) day period, retraining will be conducted
25 at the employee's regular hourly rate of pay with no loss of pay or suspension incurred. These accidents will
26 not be subject to discipline under Section 11.3 Discipline of this Article in the Labor Agreement. (Note:
27 Normally, written oral warnings do not remain in effect for three hundred sixty-five (365) days; see Article 7.1-
28 B. However, in this particular situation, on a non-precedent setting basis, all written oral warnings
29 documenting minor accidents as presented above will remain in effect for three hundred sixty-five (365) days
30 from the date of the occurrence of a minor accident. These written oral warnings will be used exclusively as a
31 tool or means to track the number of minor accidents a particular employee has in a three hundred sixty-five
32 (365) day period. In addition, this specific written oral warning will not be used in any way for the purpose of
33 further progressive discipline in the future, they merely cease to exist after the expiration of the
34 aforementioned time limitation.)

35
36 If an employee has four (4) such minor accidents within a three hundred sixty-five (365) day period, the fourth
37 minor accident and all subsequent minor accidents over four (4) in a three hundred sixty-five (365) day period
38 will be subject to the normal actions of the Accident Review Committee's guidelines for preventability and
39 possible disciplinary action.

40
41 The Union Steward will receive a legible copy of all written oral warnings pertaining to employees involved in
42 minor accidents. The written oral warning will accurately detail the circumstances surrounding the chairman's
43 decision. It will disclose the date of the minor accident and the number of current minor accidents that are
44 active, if any.

- 45
46 E. The Accident Review Committee, if agreed upon unanimously, can determine if any accident/incident or minor
47 accidents shall be reviewed at all.
48
49 F. The determination of preventable or non-preventable by the Accident Review Committee shall not be subject
50 to the grievance procedure.

51
52 **11.3 Discipline**

- 53
54 A. Employees who are involved in a preventable accident may be subject to discipline.

- 1
2 B. The Employer shall have the option of retraining an employee in lieu of all or part of a suspension without pay
3 for involvement in a preventable accident under the following conditions.
4
5 1. A normal schedule of progressive discipline that would have reasonably led to a suspension must be
6 followed before the retraining option may be invoked. The disciplinary exception noted in Article 7.1-A, 4
7 will still apply if appropriate.
8 2. The retraining shall have the same weight and effect as the equivalent suspension would have had in any
9 future progressive discipline.
10 3. The hours spent in retraining will be considered equal to the same number of suspension hours.
11 4. Unless different hours are mutually agreed upon, the retraining must be scheduled to coincide with the
12 employee's normal shift for that day.
13 5. An employee who is being retrained in lieu of suspension shall receive only one-half (1/2) their regular
14 straight time hourly rate for all time spent in retraining.
15
16 C. A stand-by driver who is suspended as a result of a preventable accident shall have their guarantee reduced
17 by eight (8) hours for each day of the suspension administered.
18

19 ARTICLE 12
20 SAFETY EQUIPMENT

21
22 **12.1 Furnishing of Equipment**

- 23
24 A. The Employer shall furnish all required safety equipment or protective clothing, except as hereinafter
25 modified. The safety equipment or protective clothing furnished by the Employer shall be used only in the
26 course of an employee's work.
27
28 B. Any employee who refuses or repeatedly fails to use the safety equipment furnished or required by the
29 Employer shall be subject to disciplinary action.
30

31 **12.2 Maximum Employer Contribution**

- 32
33 A. Any employee who is required by the Employer to wear safety glasses, shall, if the employee does not require
34 corrective lenses, be provided with non-prescription safety glasses by the Employer. If such employee
35 requires corrective lenses, the Employer shall contribute \$25.00 toward the glasses and if the employee
36 requires bifocal lenses, the Employer shall contribute \$35.00 toward the glasses.
37
38 B. Any employee who is required by the Employer to wear safety shoes shall receive an annual allowance of
39 fifty-five dollars (\$55) towards safety shoes. The annual allowance will be paid on the first paycheck in April
40 each year.
41

42 ARTICLE 13
43 LATES AND MISS-OUTS

44
45 **13.1 Lates**

46
47 A "late" is defined as anytime an employee fails to punch in by the scheduled start of their shift but reports for work
48 within two (2) hours after the scheduled starting time. The manner in which the employee is required to report for
49 work and the discipline levied for a late will vary depending on the length of shift or piece of work involved.
50

- 51 A. Reporting for Work
52

1. For a shift or piece of work that is three (3) hours or more in duration, the employee must punch in within two (2) hours of the scheduled start or the employee will be considered a miss-out.
2. For a shift or piece of work that is less than three (3) hours in duration, the employee must either punch in or telephone the office at 832-5555 within two (2) hours of the scheduled start or the employee will be considered a miss-out.

B. Discipline.

1. A shift or piece of work three (3) hours or more duration:
 - a. An employee who punches in no more than five (5) minutes after the scheduled start time will be charged with a "late" but will be permitted to work the entire shift or piece of work.
 - b. An employee who punches in at least six (6) minutes but less than two (2) hours after the scheduled start of the shift or piece of work will be charged with a "late", docked two (2) hours pay and will complete the remainder of the shift or piece of work.
2. A shift or piece of work less than three (3) hours in duration.
 - a. An employee who punches in no more than five (5) minutes after the scheduled start time will be charged with a "late" but will be permitted to work the entire shift or piece of work.
 - b. An employee who punches in or telephones at least six (6) minutes but less than two (2) hours after the scheduled start of shift or piece of work will be charged with a "late", will not work and will lose pay for the entire shift or piece of work.

A supervisor, at their discretion, may allow an employee who is late to go to work.

13.2 Miss-outs

A. Definition.

A "miss-out" is defined as follows.

1. Any time that an employee fails to punch in within two (2) hours of the scheduled start of the shift or piece of work of three (3) hours or more in duration.
2. Any time that an employee fails to either punch in or to telephone the office at 832-5555 within two (2) hours of the scheduled start of a shift or piece of work that is less than three (3) hours in duration.

B. Discipline.

1. If an employee misses-out, the employee shall not work the shift or piece of work that they missed-out on and will not receive any pay for it. The employee may fill in on their own or other runs in an emergency. If an employee misses-out on the first part of a work day that has two separate report times, the employee will be eligible to work starting with the second report time but will be subject to a second miss-out for that day. If there are not separate report times, the employee will not be eligible to work that day, except in an emergency, but will only be subject to one miss-out for that day.
2. In addition to not working their scheduled shift, an employee that misses-out may also be subject to suspension without pay depending on the number of miss-outs that employee has experienced during the previous twelve (12) months. Those suspensions will be imposed in accordance with the following schedule and served at the direction of the General Manager:

<u>NUMBER OF MISS-OUTS IN A 12 MONTH PERIOD</u>	<u>DAYS OF SUSPENSION</u>
1	0
2	1
3	1
4	1

3. If an employee accumulates five (5) miss-outs or any combination of seven (7) lates and/or miss-outs in a twelve (12) month period, the employee will automatically be discharged.
4. A stand-by driver who is suspended for miss-outs in accordance with Paragraph 2 above shall have their guarantee reduced by eight (8) hours for each day of suspension administered.

C. Exceptions for Lates and Miss-outs

1. Exceptions to the above late and/or miss-out policies will be granted if it is determined that one of the following applies.
 - a. The employee was late because they were using Valley Transit buses to get to work. The employee must have the driver of the bus that they are on notify the office via the two-way radio that they are on board and headed to the garage. When the employee punches in, they must complete and submit a payroll adjustment form giving a short explanation as to why there was a late report time punched. The employee will not be docked for any time lost and will be allowed to go to work.
 - b. The employee was late or missed out due to an unforeseeable occurrence, which is caused by nature and not by human negligence. The employee must notify the office at 832-5555 within two (2) hours after their scheduled report time. The employee was late or missed out because they were involved in an accident on the way to work. The employee must notify the office, (832-5555), within two (2) hours after their scheduled report time. In addition, the employee must obtain a copy of the police report as soon as possible and turn it into the office. If the employee is able to work, they will be allowed to punch in as soon as possible and finish their shift. When the office obtains a copy of the police report, the late or miss-out will be removed. If the employee is unable to work, they will have the late or miss-out removed and be allowed to use vacation, PTO, and/or floating holiday for all scheduled time lost after a copy of the police report has been provided to the office.
 - c. The employee was late or missed out because they rendered emergency care, in good faith, at the scene of any accident on the way to work, *i.e.*, Wisconsin's Good Samaritan Law – 895.48. The employee must notify the office, (832-5555), within two (2) hours after their scheduled report time. In addition, the employee must obtain a copy of the police report as soon as possible and turn it into the office. If the employee is able to work, they will be allowed to punch in as soon as possible and finish their shift. When the office obtains a copy of the police report, the late or miss-out will be removed. If the employee is unable to work, they will have the late or miss-out removed and be allowed to use vacation, PTO and/or floating holiday for all scheduled time lost after a copy of the police report has been provided to the office.
2. In such situations the employee must call Dispatch (832-5555) as soon as possible and indicate whether or not and when they can get to work.
3. If the employee is able to get to work, they will be docked the time not worked or two (2) hours, whichever is greater, and then be allowed to complete their shift.
4. The employee will not be charged with a late or a miss-out under the above exceptions and any hours not worked will be recorded as "other non-chargeable" on the employee's attendance record.

ARTICLE 14
MISCELLANEOUS GENERAL PROVISIONS

14.1 Physical Examinations

The Employer shall pay the cost of any physical examination including Federal Medical Physical Exams, which it requires of any employee. The Employer shall not be responsible for the cost of any medical follow-up exams with personal physicians as a result of any employer required exam.

1 **14.2 Letters of Reference**

2

3 The Employer agrees to furnish upon request a letter of reference to the respective employee at the time of
4 termination.

5

6 **14.3 Reimbursement of Job-related Schooling**

7

8 The Employer shall pay for any job-related schooling, which it requires of employees. Employees who successfully
9 complete other job-related continuing education courses shall be reimbursed for one-half (1/2) the cost of tuition and
10 books subject to available funds. The City's reimbursement for each class will be based on the UW System rates.
11 Participation in such courses must be approved, in advance, by the Department Head and the Director of Human
12 Resources. Successful completion shall mean a passing grade if the course or program is graded on a pass/fail basis
13 or a grade of "C" or better if letter grades are issued.

14

15 **14.4 Inclement Weather**

16

17 During periods of inclement weather, the Mayor and/or designee may deem it appropriate for safety reasons to direct
18 non-essential personnel not to report for work or to send such employees home.

19

20 Employees who are sent home will be paid in accordance with the Labor Agreement. Employees who are directed
21 not to report shall not be paid, unless they choose to use pre-earned compensatory, vacation, PTO or floating holiday
22 time.

23

24 **14.5 Commercial Drivers License (CDL)**

25

26 Valley Transit agrees to pay the difference between the renewal cost of a regular driver's license and the renewal cost
27 of the CDL for all employees required to hold a CDL.

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PART B
EMPLOYEE COMPENSATION AND BENEFITS

ARTICLE 15
HOURS OF WORK

15.1 Work Day

The work day is defined as a twenty-four (24) hour period beginning at 12:01 AM.

15.2 Work Week

The work week begins at 12:01 AM Sunday.

15.3 Drivers

The normal work week for full-time drivers will be forty (40) hours.

15.4 Maintenance/Office Employees

A. The work week for full-time maintenance and office clerical personnel will be forty (40) hours based on five (5) days of eight (8) hours each scheduled from Monday to Saturday, unless otherwise mutually agreed upon.

B. When mutually agreed upon by the Employer and the employee, full-time maintenance and office clerical employees may work a forty (40) hour week that consists of some schedule other than the five (5) eight (8) hour days. In such circumstances, the work days must still be scheduled from Monday to Saturday, but no restrictions shall apply to starting or ending times.

15.5 Part-time Employees

The work week for part-time employees will be scheduled according to the needs of the transit system.

15.6 Hours of Work

Changes to the schedule may be made by mutual agreement between the Department Head and a majority of the affected employees. The Union shall determine if a majority agrees to the change and will so notify the Employer.

ARTICLE 16
COMPENSATION

16.1 Pay Period

All hourly paid employees shall be paid bi-weekly, every other Thursday. If a holiday falls on a day, Monday through Thursday, payday shall be on Friday. Each pay period ends at midnight the Saturday preceding payday. All employees shall be required to participate in direct deposit.

16.2 Job Classifications and Hourly Rates

A. Job classifications and compensation are set forth in Exhibit "A", attached hereto, and made a part of this Agreement.

- 1 B. When employees work on a job calling for a lesser rate of pay than the job in which they were classified, they
2 shall continue to receive their classified rate.
3

4 **16.3 Longevity Pay Schedule**
5

- 6 A. All regular full-time employees who have completed five (5) to ten (10) years of service will receive an
7 additional six cents (\$.06) per hour added to their base rate.
8
9 B. All regular full-time employees who have completed ten (10) or more years of service will receive an
10 additional ten cents (\$.10) per hour added to their base rate.
11
12 C. Longevity will be based upon the date the employee was hired.
13
14 D. All regular full-time employees with that many years of service with the city in another classification(s) but
15 fewer years in the classification to which this schedule applies, shall have the identical differential added to
16 the applicable base pay step.
17

18 **16.4 Minimum Guarantee**
19

- 20 A. An employee who reports for work as scheduled and remains available for work shall receive two (2) hours
21 pay or pay for actual hours worked, whichever is greater. The use of employees to perform work in their
22 classification for the entire two (2) hour guarantee period will not be subject to challenge under the grievance
23 procedure.
24
25 B. Employees called back for emergency work after leaving the premises shall receive two (2) hours pay at their
26 regular rate or pay for actual hours worked, whichever is greater.
27
28 C. Employees who are requested to continue work after punching out but before leaving the premises shall
29 receive two (2) hours pay at their regular rate or pay for actual hours worked, whichever is greater, provided
30 that thirty (30) or more minutes have elapsed since punching out. If less than thirty (30) minutes have
31 elapsed, such employees shall be considered to have worked through this period and shall be paid
32 accordingly but shall not be eligible for the above two (2) hour minimum.
33

34 **16.5 Overtime**
35

- 36 A. One and one-half (1 ½) times the base pay shall be paid for all hours worked in excess of forty (40) hours per
37 week for drivers, maintenance and office clerical employees.
38
39 B. Time off on paid leave, except sick leave, shall be considered as hours worked for overtime purposes.
40
41 C. Two (2) times the base pay shall be paid for all hours worked on Sunday.
42
43 D. Clerical employees shall have the option of taking payment for overtime worked in cash or in time off, subject
44 to the following conditions.
45
46 1. The maximum allowable accumulation of compensatory time will be twenty-four (24) hours.
47 2. Compensatory time must be used within sixty (60) days of accrual or it will be paid out at the rate in
48 effect at the time of accrual.
49 3. Compensatory time can be taken in periods of full days or less but the scheduling will be subject to
50 the following restrictions.
51 a. It must be scheduled by mutual agreement between the employee and the Employer.
52 b. It can be used only during those periods of time when another clerical employee is regularly
53 scheduled to work or when it is agreed to by all clerical employees that the overtime created
54 by the shift vacancy can be worked by a part-time clerical employee.

- 1 4. If compensatory time is used in place of sick leave when that employee is sick, such usage shall be
2 weighted as if it were sick leave when computing, following Valley Transit's Attendance Policy, an
3 employee's overall attendance for the Attendance Incentive Pay program and the Annual Attendance
4 Evaluation.
5

6 **16.6 Attendance Incentive Pay**
7

- 8 A. Full-time employees who have one (1) day and one (1) or fewer occurrences of chargeable absence in a
9 calendar year according to Valley Transit's Attendance Policy shall receive a lump sum payment of one
10 hundred twenty dollars (\$120). Full-time employees who have more than one (1) day but not more than
11 twenty-four (24) hours and three (3) or fewer occurrences in a calendar year shall receive a lump sum
12 payment of sixty dollars (\$60).
13
14 B. Part-time employees who have one day (1) and one (1) or fewer occurrences of chargeable absence in a
15 calendar year according to Valley Transit's Attendance Policy shall receive a lump sum payment of seventy
16 dollars (\$70). Part-time employees who have more than one (1) day but not more than fifteen (15) hours and
17 three (3) or fewer occurrences in a calendar year shall receive a lump sum payment of thirty-five dollars (\$35).
18
19 C. Such payment shall be made on the second payday of the subsequent year.
20
21 D. Valley Transit agrees that it will make no unilateral changes in its Attendance Policy that would affect the
22 qualifying criteria for receiving attendance incentive pay described above.
23

24 **16.7 Payment for Attendance at Meetings**
25

- 26 A. All employees who are required to attend mandatory meetings, shall be paid. Employer does not deem
27 attendance at Accident Review Committee or grievance hearings as mandatory.
28
29 B. Shop Committee members who attend meetings relating to Valley Transit's Employee Manual or contract
30 negotiations shall be paid for every other meeting. Shop Committee members will suffer no loss of wages for
31 attendance at meetings held during working hours.
32
33 C. The Steward or his designee shall be paid for all meetings relating to disciplinary matters, grievances, or
34 investigating public complaints of all represented employees when requested by the Employer.
35
36 D. The Employer shall attempt, where possible, to reasonably accommodate the employee's personal schedule
37 when paid or unpaid meetings are held outside normal working hours.
38

39 **ARTICLE 17**
40 **ELIGIBILITY FOR BENEFITS**
41

42 **17.1 Part-time Employees**
43

44 Except as modified elsewhere in this Agreement, part-time employees as defined below shall not receive any fringe
45 benefits of this Agreement. Part-time employees are defined as those employees who are regularly scheduled to
46 work less than thirty (30) hours per week.
47

48 **17.2 Temporary Full-time Employees**
49

- 50 A. Part-time employees who fill temporary full-time vacancies shall receive the appropriate full-time wage rate
51 upon filling the vacancy, but no other benefits afforded to full-time employees unless they fill that vacancy for
52 more than sixty (60) consecutive calendar days.
53

- 1 B. In the event an employee fills a temporary vacancy for more than sixty (60) consecutive days, that employee
 2 shall receive benefits as follows.
 3
- 4 1. Six hours of sick leave per month of service in the full-time position. The employee shall accumulate
 5 sick leave during the sixty (60) day period but shall not be eligible to use sick leave until after that
 6 period. If the employee has sick leave accumulated at the time they return to the part-time position,
 7 they shall be eligible to use sick leave in that position. This provision shall not apply to employees
 8 hired after January 1, 2021.
 - 9 2. Holiday pay for holidays that fall after the sixty (60) day period while the employee is still in the full-
 10 time position and, in addition, a pro-rata portion of the six floating holidays, based on time worked in
 11 the full-time position.
 - 12 3. Employer payment of group insurance premiums, if the employee elects to take such coverage.
 - 13 4. Hours worked in the full-time position will be utilized in determining the employee's vacation
 14 entitlement for the following year.
 - 15 5. Sick leave cannot be used until all Paid Time Off (PTO) days have been exhausted unless otherwise
 16 qualified under the Family Medical Leave Act.
- 17
- 18 C. An employee who successfully completes the sixty (60) day period will be considered as having satisfied the
 19 probationary period for full-time employment in that classification in the future.
 20
- 21 D. Employees who have once met the sixty (60) day temporary vacancy minimum in a given classification will be
 22 eligible for the above described benefits from the first day on any subsequent occasions that they fill a
 23 temporary full-time vacancy in that same classification.
 24

25 ARTICLE 18
 26 HOLIDAYS
 27

28 **18.1 Legal Holidays**
 29

30 All regular full-time employees shall accrue eight (8) hours pay at their regular straight time hourly rate for the
 31 following holidays irrespective of the day of the week on which they fall: New Year's Day; Memorial Day;
 32 Independence Day; Labor Day; Thanksgiving Day; and Christmas Day. These holidays will be celebrated on the
 33 following dates:

	<u>2021</u>	<u>2022</u>	<u>2023</u>
34 New Year's Day	January 1	January 1	January 2
35 Memorial Day	May 31	May 30	May 29
36 Independence Day	July 5	July 4	July 4
37 Labor Day	September 6	September 5	September 4
38 Thanksgiving Day	November 25	November 24	November 23
39 Christmas Day	December 25	December 26	December 25

40
 41
 42 Benefits under this article are effective on the 61st calendar day of employment.
 43

44 **18.2 Holiday Pay**
 45

- 46 A. Any employees required to work on any of the aforementioned paid holidays shall receive two (2) times their
 47 base pay for all hours worked in addition to the holiday pay.
 48
- 49 B. If a holiday as defined in Article 18.1 falls during an employee's vacation, the employee shall be given the
 50 option of receiving an additional eight (8) hours pay in that pay period or of receiving an additional day off to
 51 be scheduled subject to management approval. The additional pay is not to be considered as hours worked
 52 for overtime purposes.
 53

- 1 C. If a holiday as defined in Article 18.1 falls on an employee's regularly scheduled day off, the employee shall
 2 receive an additional eight (8) hours pay in that pay period. The additional pay is not to be considered as
 3 hours worked for overtime purposes.
 4
 5 D. In order that employees be eligible for holiday pay, they must work their entire regularly scheduled work day
 6 immediately preceding and following the holiday. Exceptions will be granted for employees who are on paid
 7 leave, who are off as a result of an approved schedule change, or who are serving a waiting period under
 8 Article 21.5.
 9

10 **18.3 Floating Holidays**

- 11
 12 A. In addition to the above legal holidays, all regular full-time employees shall receive forty-eight (48) hours at
 13 their designated regular straight time hourly rate each calendar year to be designated as paid holidays. For
 14 all holidays, legal or floating, the employee shall be paid for actual hours off duty.
 15
 16 B. Floating holiday hours must be taken in the calendar year they are earned or they will be forfeited except that
 17 employees may be paid in cash for unused floating holiday balances of up to twenty-four (24) hours remaining
 18 at the end of the calendar year payable on the paycheck that includes December 31. Such payment is not to
 19 be considered as hours worked for overtime purposes.
 20

21 **18.4 Proration of Floating Holidays for New, Terminating, and Laid Off Employees**

22
 23 Floating holiday hours shall be prorated in the first year that an employee becomes eligible for holidays and in the
 24 year an employee terminates for any reason, or is laid off, on the following basis:
 25

<u>Eligibility Date</u>	<u>Termination or Layoff Date</u>	<u>Floating Holiday Hours for That Year</u>
During 1 st quarter	During 4 th quarter	48
During 2 nd quarter	During 3 rd quarter	36
During 3 rd quarter	During 2 nd quarter	24
During 4 th quarter	During 1 st quarter	12

33
 34 The Employer is authorized to make the appropriate adjustments to the final paycheck of any employee who
 35 terminates employment or is laid off and has utilized more floating holiday hours than they are entitled to under the
 36 above schedule.
 37

38 **18.5 Selection of Floating Holidays**

- 39
 40 A. For employees who elect to combine their available floating holiday hours to take a full week off, seniority
 41 shall determine the order of selection as specified in Article 20.3-B,3.
 42
 43 B. All other floating holidays shall be selected on a first come, first served basis with proper notice. Unless this
 44 requirement is specifically waived by the Employer, however, the office must be notified in writing by the
 45 employee no later than five (5) calendar days in advance of the requested holiday for maintenance and office
 46 employees and two (2) calendar days in advance for drivers. Employees who are on vacation or long-term
 47 disability and are physically unable to report to the garage will be allowed to select floating holidays by calling
 48 on the recorded line (832-5555).
 49

ARTICLE 19
PAID TIME OFF (PTO)

19.1 Paid Time Off (PTO):

Full-time employees hired prior to January 1, 2021 shall receive three (3) PTO days January 1 of each year to be used as paid time off. Full-time employees hired after January 1, 2021 shall receive six (6) days January 1 of each year to be used as paid time off. Any PTO days not used as of December 31st will be forfeited except that employees may have unused PTO balances of up to twenty-four (24) hours remaining at the end of the calendar year payable to their Post Employment Health Plan (PEHP) or Health Savings Account (HSA). Such payment is not to be considered as hours worked for overtime purposes. An employee choosing to have unused PTO paid to the PEHP of HSA shall complete and submit the appropriate departmental form prior to year end.

19.2 PTO Requests

Any request made for PTO days shall follow the normal procedure for the type of leave being requested. (e.g. vacation, floating holidays and sick leave must follow the normal guidelines used for requesting that type of benefit)

19.3 PTO Pro-Ration

For employees hired prior to January 1, 2021, PTO days shall be pro-rated in the year of hire/termination/resignation/retirement as follows:

	Hired	Leaving
January-April	2	0
May-August	1	1
September-December	0	2

For employee hired after January 1, 2021, PTO days shall be pro-rated in the year of hire/termination/resignation/retirement as follows:

	Hired	Leaving
January-February	5	0
March-April	4	1
May-June	3	2
July-August	2	3
September-October	1	4
November-December	0	5

Employees who use more PTO than they are entitled to in the year they leave employment shall owe the City the time back, unless the employee leaves employment as a result of a physician certified disability.

19.4 Mechanics & Communication Technicians

For Mechanics and Communication Technicians, PTO days shall be charged in a minimum of two (2) hour increments and for Driver's a full shift pursuant to Article 36.3 Paid Leave.

ARTICLE 20
VACATIONS

20.1 Vacation Entitlement

A. Full-time Employees.

1
2 1. Employees shall receive vacation each year according to the following entitlement
3 schedule:

<u>AT LEAST</u>	<u>BUT LESS THAN</u>	<u>VACATION</u>
1 year of service	2 years	1 week
2 years of service	6 years	2 weeks
6 years of service	8 years	2 weeks plus 2 days
8 years of service	12 years	3 weeks
12 years of service	20 years	4 weeks
20 years of service	26 years	5 weeks
26 years of service	27 years	5 weeks plus 1 day
27 years of service	28 years	5 weeks plus 2 days
28 years of service	29 years	5 weeks plus 3 days
29 years of service	30 years	5 weeks plus 4 days
Over 30 years of service		6 weeks

18
19 2. Vacation entitlement shall be determined on a calendar year basis, subject to the following
20 conditions.

- 21
22 a. Employees will be eligible for their first paid vacation as of the first anniversary of their date of
23 hire. After qualifying for their first vacation, employees will be eligible for future vacations as of
24 January 1 of each calendar year.
25 b. If an employee qualifies for a one (1), two (2), three (3), four (4) or five (5) week vacation as of
26 January 1 and completes the service necessary for an additional week or day(s) of vacation later
27 in that calendar year, such employee shall receive the additional vacation after their anniversary
28 date and shall thereafter be eligible for such increased vacation as of January 1 of each
29 succeeding calendar year. The additional week or day(s) will not be used in calculation of the full
30 week selection requirement in the first year. (See Article 20.1C.)
31

32 B. One half of an employee's vacation must be taken in periods of full weeks, except that for employees with an
33 odd number of weeks, the calculation of one half shall be rounded down to the next lower number of full
34 weeks. Such selection must be made during the full week bidding period.
35

<u>Examples:</u>	<u>Vacation Entitlement</u>	<u>Required Selection</u>
	1 week	0
	2 weeks	1
	3 weeks	1
	4 weeks	2
	5 weeks	2
	6 weeks	3

1 **20.2 Vacation Pay**

- 2
- 3 A. All regular full-time employees shall receive forty (40) hours pay at their regular straight time rate for each
- 4 week of vacation taken. Vacation periods of less than a full week shall be charged on the basis of scheduled
- 5 hours off.
- 6
- 7 B. Vacation must be taken in the calendar year it is earned or it will be forfeited, except that up to forty (40) hours
- 8 of unused vacation may be paid to the Post Employment Health Plan (PEHP) or Health Savings Account
- 9 (HSA). Such payment is not to be considered as hours worked for overtime purposes. An employee choosing
- 10 to have unused vacation paid to the PEHP or HSA shall complete and submit the appropriate departmental
- 11 form prior to year end.
- 12
- 13 C. Employees who resign their employment with proper notice shall be eligible for a lump sum payout of their
- 14 vacation balance. For purposes of this provision, proper notice shall be defined as two (2) weeks.
- 15

16

17 **20.3 Vacation Bidding**

- 18
- 19 A. Bidding Periods.
- 20
- 21 1. Maintenance and Office Employees.
- 22 Vacations for each calendar year will be bid by seniority beginning December 1 preceding the year
- 23 vacations are to run. Each employee will have forty-eight (48) hours to select their vacation.
- 24
- 25 2. Drivers.
- 26 a. The bidding of full weeks of vacation for the months of January through April will be open to all drivers
- 27 during the first full week of the preceding November. All such bids received will be processed in
- 28 seniority order and posted to the master vacation schedule as soon as possible, but no later than one
- 29 week after the conclusion of the bidding. Once the full week bidding for January through April has
- 30 been completed and posted, the selection of individual days for those months will be opened up on a
- 31 first come, first served basis.
- 32 b. The bidding of full weeks of vacation for the balance of the calendar year will be done by seniority
- 33 beginning the first full week of January. Drivers will be grouped by seniority in blocks of four (4) and
- 34 each group will have seventy-two (72) hours to select their vacation. A calendar will be posted
- 35 showing each group and the date their bid is due. If any request has to be denied, the driver involved
- 36 will have an additional twenty-four (24) hours to select an alternate week.
- 37 c. The use of a group bidding procedure shall apply only to vacation bidding and shall not impact on the
- 38 bidding of runs.
- 39
- 40 B. Vacation Bidding Procedures – Weeks
- 41
- 42 1. To bid vacation time the employee must correctly and completely fill out the proper request form, punch it
- 43 in the time clock, and must personally turn it in to the office. Exceptions to this procedure will be granted
- 44 for employees who are on authorized leave. Under these conditions, the employees may leave their
- 45 completed form with the Steward or office or may call in their request on the recorded line (832-5555).
- 46
- 47 2. Any employee who does not bid their vacation by 10:00 a.m. on the designated day will lose their turn and
- 48 be passed up. The employee may re-enter the bidding later, but only from the point to which the bidding
- 49 has then progressed as determined by the last employee to have actually turned in a time-punched
- 50 request. For the purpose of defining within seventy-two (72) hours, vacation bidding may be done
- 51 Monday through Friday, excepting legal holidays, from 5:00 a.m. to 11:00 p.m.
- 52
- 53 Once a driver has submitted a request his turn is over and he cannot submit additional requests later in
- 54 the bidding.

1
2 If the previous group's bids were due at noon on Friday, the next group will have until noon on
3 Wednesday to bid.
4

- 5 3. Also included on the calendar will be a designated one (1) week period between the end of the full week
6 bidding and prior to the start of individual day bidding during which all employees may submit requests to
7 do any of the following:

- 8
9 a. Cancel previously bid weeks of vacation (in accordance with Article 20.3-F).
10 b. Bid additional full weeks of vacation.
11 c. Select additional full weeks of time off by combining available floating holiday hours.
12

13 All such requests received during the designated week will be processed by seniority within the order
14 of priority assigned to each type of request above.
15

- 16 4. Selection of vacation by seniority shall apply only to full weeks of vacation and such bid vacation shall
17 have preference over floating holiday and PTO requests. If an employee does not select all of their
18 vacation during this original bidding period, the employee will not be permitted at a later date to bump a
19 less senior employee who has already selected vacation.
20

21 C. Vacation Bidding – Days
22

23 1. Maintenance & Office Employees
24

- 25 a. Employees, in seniority order within their division, will have twenty-four (24) hours to select up to two
26 (2) individual days of vacation, PTO or floating holiday. A calendar will be posted identifying the day
27 their requests are due. All requests must be submitted by 10:00 a.m. on the designated day. To
28 assist in accelerating the process, each employee may list up to five (5) selections in priority order on
29 their request form. If two (2) of the selections cannot be accommodated, the employee will have an
30 additional twenty-four (24) hours to make alternate selections. Any employee who does not make a
31 selection within the allotted twenty-four (24) hours will lose their turn and be passed up. The
32 employee may re-enter the bidding later, but only from the point to which the selection has then
33 progressed as determined by the last employee to have actually turned in a time-punched request.
34 For the purpose of defining within twenty-four (24) hours, selection may be done Monday through
35 Friday (except legal holidays) from 5:00 a.m. to 11:00 p.m.
36

37 If the previous employee makes his selection on Friday, the employee will have until the same time
38 on Monday to make their selection. To select vacation time, the employee must correctly and
39 completely fill out the proper request form, punch it in the time clock, and must personally turn it in to
40 the office. Exceptions to this procedure will be granted for employees who are on authorized leave.
41 Under these conditions, the employees may leave their completed form with the Steward or Dispatch
42 or may call in their request on the recorded line (832-5555).
43

44 This process will continue for two full rotations of the entire seniority list. There will be one additional
45 posting for the remaining available days. Employees may submit any remaining requests that they
46 have by the date on the posting. Requests will be approved on a rotating seniority basis. One
47 approved request at a time. The remaining vacancies will be opened on a first come, first served
48 basis.
49

50 In the event that previously bid vacation days are cancelled in accordance with Article 20.3-F, ample
51 notification will be given to all affected employees of the renewed availability of these days. There will
52 be an informational posting. Employees requesting those dates will complete and submit a Time Off
53 Request by date on the posting. Requests will be approved on a rotating seniority basis, one
54 requested day at a time.

- 1
2 b. Once the specified period for bidding individual days is over, properly completed vacation requests
3 may be submitted either personally by the employee or by someone else.
4

5 2. Drivers
6

7 Once the full week bidding has been completed including the week designated for cancellation and combining
8 of vacation PTO and floating holiday time, no additional cancellations will be accepted until the individual day
9 bidding is complete. Drivers will be grouped in blocks of five (5) and will have twenty-four (24) hours to select
10 up to two (2) individual days of vacation, PTO or floating holiday. A calendar will be posted identifying the
11 groups and the day their requests are due. All requests must be submitted by 10:00 a.m. on the designated
12 day. To assist in accelerating the process, each driver will list up to five (5) selections in priority order on their
13 request form. If two (2) of the selections cannot be accommodated, the driver will have an additional twenty-
14 four (24) hours to make alternate selections.
15

16 Any driver who does not make a selection within the allotted twenty-four (24) hours will lose their turn and be
17 passed up. The driver may re-enter the bidding later, but only from the point to which the selection has then
18 progressed as determined by the last employee to have actually turned in a time-punched request. For the
19 purpose of defining within twenty-four (24) hours, selection may be done Monday through Friday (excepting
20 legal holidays) from 5:00 a.m. to 11:00 p.m.
21

22 If the previous driver makes their selection on Friday, the next group of drivers will have until the same time
23 on Monday to make their selection. To select vacation time, the driver must correctly and completely fill out
24 the proper request form, punch it in the time clock, and must personally turn it in to the office. Exceptions to
25 this procedure will be granted for drivers who are on authorized leave. Under these conditions, the
26 employees may leave their completed form with the Steward or Dispatch or may call in their request on the
27 recorded line (832-5555).
28

29 This process will be followed for four (4) full rotations of the entire seniority list. The remaining available
30 vacancies will be posted and selected by seniority one at a time on a rotational basis.
31

- 32 D. In the event that previously bid vacation days are cancelled in accordance with Article 20.3-F, ample
33 notification will be given to all affected employees of the renewed availability of these days. There will be an
34 informational posting. Employees requesting those days will complete and submit a Time Off Request by
35 date on the posting. Requests will be approved on a rotating seniority basis, one requested day at a time.
36
- 37 E. Vacation not scheduled at the time of the original bid, including vacation periods of less than one week, will be
38 scheduled by mutual agreement between the Employer and the employee. Unless this requirement is
39 specifically waived by the Employer, however, the office must be notified in writing by the employee no later
40 than five (5) calendar days in advance of the requested starting date of the vacation for maintenance and
41 office employees and two (2) calendar days in advance for drivers.
42
- 43 F. Once a request has been approved, an employee may not cancel a day or week of vacation if that day or
44 week has been bid full by the maximum number of employees allowed off in his Division. Any employee
45 requesting to cancel all or part of a required full week of vacation must submit a request to schedule an
46 alternate full week at that time. (See Article 20.1-C) If the alternate full week cannot be granted, the entire
47 request will be denied. Exceptions will be granted, however, when individual days must be cancelled
48 because of overbooking of time or when, as a result of run/shift bids or permanent schedule changes,
49 previously bid days now fall on the employee's scheduled day off.
50
- 51 G. The calendar week during which December 31 falls shall be available for bidding of full weeks of vacation in
52 that year, unless December 31 is a Sunday. Vacation days used during that week shall be charged to the
53 year in which they fall.
54

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2 **20.4 Vacation Scheduling**
3

- 4 A. No more than one (1) maintenance employee and one (1) clerical employee will be granted vacation or
5 personal holiday on the same day unless more are approved by management. The maximum number of
6 drivers allowed off will be determined by the following guidelines unless more are approved by management.
7
8 1. Seven (7) drivers will be allowed off on Saturdays during the summer bid period with the exception of Mile
9 of Music and the Flag Day Parade.
10 2. Five (5) drivers will be allowed off at all other times including Mile of Music and the Flag Day Parade.
11
12 B. The Employer reserves the right to adjust the vacation schedule in order to maintain service.
13
14 C. Employees may elect to utilize vacation time to compensate for regularly scheduled work day hours that are
15 lost due to legal holidays or to school not being in session.
16
17 D. When an employee is on a full week of vacation or holiday they count as a vacancy each day regardless of
18 actual work schedule.
19

20 **ARTICLE 21**
21 **SICK LEAVE**
22

23 **21.1 Sick Leave Accrual**
24

- 25 A. All regular full-time employees hired prior to January 1, 2021 shall accumulate sick leave with pay of six (6)
26 hours for each month of service. Sick leave shall accumulate but not to exceed nine hundred sixty (960)
27 hours. Employees hired after January 1, 2021 shall not be eligible for sick leave.
28
29 B. Benefits under this article are effective on the 61st calendar day of employment.
30

31 **21.2 Eligible Uses**
32

- 33 A. Employees may use sick leave in case of their personal illness or off-duty injury or illness or injury of
34 members of the employee's immediate family living in the employee's residence when the employee's
35 presence is required, within the following guidelines.
36
37 1. When reporting off sick, the employee will call personally and either tell the office or leave a message on
38 the recording machine (832-5555) explaining the nature of the illness.
39 2. The employee will keep their supervisor informed of their condition as stated on the physicians report or
40 as requested by the Employer.
41 3. The employee will permit the Employer to have made such medical examination or nursing visit as it
42 deems desirable.
43 4. An employee sick more than three (3) consecutive days must present a doctor's note upon return to work.
44

45 **21.3 Ineligible Uses**
46

47 Sick leave may not be used for absences resulting from injuries received while employed for money by another
48 employer. This provision shall not apply to Family Medical Leave Act (FMLA) qualifying absences.
49

50 Sick leave cannot be used until all Paid Time Off (PTO) days have been exhausted unless otherwise qualified under
51 the Family Medical Leave Act.
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2 **21.4 Employee Responsibilities**
3

- 4 A. If a driver is sick or otherwise unable to come to work, they must call in at least sixty (60) minutes prior to the
5 scheduled start of the shift or be subject to the "late" policy defined in Article 13.
6
7 B. It is expected that employees will maintain reasonable health standards and will not permit minor
8 indispositions or illnesses to keep them away from work.
9
10 C. Unexplained absences, excessive absenteeism, or making false report of injury or illness may be causes for
11 disciplinary action.
12

13 **21.5 Waiting Period**
14

- 15 A. Employees may be subject to a waiting period before they become eligible for paid sick leave. The waiting
16 period will be based upon the number of occurrences of paid sick leave usage in accordance with the
17 following schedule except that multiple absences resulting from the same Family Medical Leave occurrence
18 will be treated as only one sick occurrence per calendar year. An occurrence is defined as one continuous,
19 uninterrupted absence due to the reasons outlined in Article 21.2. Subsequent absences for the same illness
20 or injury which occur when seven (7) calendar days or less have elapsed between the absences shall be
21 considered to be the same occurrence, but only if the employee provides medical documentation that the
22 absences were due to the same illness or injury, immediately upon their return to work.
23
24 1. First two (2) occurrences in six (6) months— no waiting period.
25 2. Next two (2) occurrences in a calendar year – one (1) day waiting period for each occurrence.
26 3. Next two (2) occurrences in a calendar year – two (2) day waiting period for each occurrence.
27 4. All subsequent occurrences in a calendar year – three (3) day waiting period for each occurrence.
28

29 **21.6 Sick Pay**
30

31 Sick leave used shall be charged on the basis of scheduled hours off.
32

33 **21.7 Payout Upon Retirement or Death**
34

- 35 A. At the time of their retirement and if they qualify for an annuity under the Wisconsin Retirement Fund,
36 employees shall receive payment for their unused sick leave up to a maximum of seven hundred twenty (720)
37 hours. Such employees shall receive this payment in cash. Such payment shall be subject to the terms of
38 Article 28.
39
40 B. In the event of the death of an employee, said employee's beneficiary as designated under the Wisconsin
41 Retirement Fund shall be paid in cash for said employee's unused accumulated sick leave up to a maximum
42 of seven hundred twenty (720) hours.
43

44 **ARTICLE 22**
45 **WORKER'S COMPENSATION BENEFITS**
46

47 Employees receiving Worker's Compensation Benefits as a result of an on-the-job injury or accident shall receive
48 benefits based on state worker's compensation laws, except that there shall be no cap on the weekly temporary total
49 disability (TTD) payments.
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ARTICLE 23
FUNERAL LEAVE

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- A. In the case of death in the immediate family of a regular full-time employee (non-dependent children, grandchildren, parents or legal guardian, sister or brother, mother-in-law, father-in-law, or any other relative living in the employee's residence at the time of death), the employee will be paid for the scheduled time lost from the date of death but not to exceed three (3) scheduled work days within a seven (7) day period from the date of death at the employee's regular straight time hourly rate, but not to exceed twenty-four (24) hours.
 - B. In the case of the death of the employee's spouse or dependent child, the employee will be paid for scheduled time lost from the date of death but not to exceed five (5) consecutive scheduled work days at the employee's regular straight time rate, but not to exceed forty (40) hours.
 - C. In the case of the death of the employee's brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, aunt, uncle or spouse's grandparents (other than those living in the employee's residence at the time of death), or in the event the employee is a pallbearer for a relative not listed herein, the employee will be paid for scheduled time lost for the day of the funeral, provided the employee attends the funeral, at the employee's regular straight time rate.
 - D. No funeral leave will be paid to any employee while on authorized leave. Employees are not eligible to use the benefits under this article until their sixty-first (61st) calendar day of employment.

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ARTICLE 24
MILITARY LEAVE

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The Employer shall be governed by the Uniformed Services Employment and Reemployment Rights Act (USERRA), as amended, as it applies to the employees covered hereunder. The Employer agrees to make up the difference between an employee's regular weekly earnings of forty (40) hours at the employee's straight time rate and the employee's military compensation for summer training for a period not in excess of two (2) weeks per calendar year. To receive such leave, the employee must file a copy of their order with the Human Resources Director/or designee prior to the leave beginning. In order to receive full pay the employee is required to, upon receipt of military pay submit the full military pay to the City payroll office. Employees, at their option, may request an unpaid leave of absence or may use paid time off for military leave and thereby retain the military pay.

ARTICLE 25
JURY/WITNESS DUTY

- A. Non-probationary regular full-time employees will receive full pay for any time lost while serving on jury duty or if subpoenaed on witness duty. The employee shall immediately notify the Employer upon receipt of a jury summons or subpoena. In order to receive full pay the employee is required to, upon receipt of jury or witness pay, submit their jury or witness pay to the City payroll office. The City payroll office will cash their check, retain the portion of the check representing per diem payments, and give the employee the mileage and meal reimbursement portions of the check. Employees, at their option, may request an unpaid leave of absence or may use vacation, PTO, or floating holiday for a day of jury or witness duty and thereby retain the jury pay as well as full pay for the full day(s).
- B. Witness Duty pay shall not apply to those circumstances where an employee is subpoenaed as a witness by their own attorney or where the employee is the plaintiff or a named defendant in the case. In order for an employee to be eligible for witness duty pay, the reason for being the witness must be related to their employment with the City of Appleton.

ARTICLE 26
LEAVE OF ABSENCE

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3
4 A. Any employees who wish to absent themselves from their employment shall make application for such leave
5 of absence as follows.
6
7 1. Submit a written request at least forty-eight (48) hours prior to the leave.
8 2. For a leave not to exceed three (3) consecutive days, the request shall be made to the General Manager.
9 3. For a leave in excess of three (3) consecutive days, the request shall be made to the Director of Human
10 Resources through the General Manager.
11
12 B. A leave of absence shall be granted to any employee who has been delegated to perform a service for the
13 Union, provided, however, it does not impair the operating efficiency of the respective employee's Division.
14
15 C. After any three (3) consecutive days of an unapproved absence, the Employer may declare a position vacant.
16
17 D. Leave of absence shall be without pay.
18
19 E. No leave of absence shall be granted an employee until such employee has made suitable arrangements with
20 the General Manager for the continued payment of such employee's group insurance premium for the period
21 of the leave of absence.
22
23 F. Failure to comply with the provisions of this Article shall result in the complete loss of seniority rights of the
24 employee involved subject to the provisions of Paragraph "C" above. An employee's inability to work because
25 of proven sickness or injury shall not result in the loss of seniority rights.
26

ARTICLE 27
HEALTH INSURANCE BENEFITS

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29
30 **27.1 Medical Plan**

31
32 Employees shall pay the same contribution as non-represented employees on plans offered by the City to
33 non-represented employees.
34

35 **27.2 Dental Plan**

36
37 Provided the employer offers a Dental Plan, employees shall pay the same contribution as non-represented
38 employees on plans offered by the City to non-represented employees.
39

40 **27.3 Part-time Employee Coverage**

41
42 Part-time employees who work 30 or more hours and hold a benefited position shall be permitted to
43 participate in the group insurance program at their own expense.
44

45 **27.4 Retiree Coverage**

46
47 Any retiring employee who qualifies for an annuity under the Wisconsin Retirement Fund, shall be offered a
48 group Health Insurance plan but not necessarily the same plan as active employees coverage exclusive of
49 Dental, at their own expense, until they are eligible for Medicare, provided that they exercise this option
50 before or on their last day of work.
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ARTICLE 28
POST EMPLOYMENT HEALTH PLAN

The City of Appleton agrees to participate in the Post Employment Health Plan for Collectively Bargained Public Employees. The Employer agrees to contribute to the Plan on behalf of employees represented by Teamster Union Local #662.

For the term of this agreement, the Employer shall contribute for each eligible full-time employee the amount of \$10 per month. In addition, upon retirement, the percent, as established by November 1 of the eligible employees accumulated paid leave balance that would have otherwise been paid to the eligible employee, had the Employer not participated in the Plan, shall be contributed to the Plan.

Employees hired prior to 1/1/11 shall receive any accumulated sick leave above the 90 days to a maximum of 30 additional days paid to the PEHP.

In addition, the bargaining group each year may select what percent of eligible accumulated paid leave balance will be contributed to the plan.

The percent contribution for retirees will be established annually by the group and will be used for the subsequent year. This elected percent contribution must be submitted to the Human Resource Director/or designee in writing prior to November 1 of each year.

ARTICLE 29
LIFE INSURANCE BENEFITS

The Employer shall provide \$20,000 life insurance (A.D.D.) for all regular full-time employees.

ARTICLE 30
PENSION BENEFITS

A. Employees agree to pay half of all actuarially required contributions for funding benefits under the retirement system.

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PART C
SPECIAL PROVISIONS – DRIVERS

ARTICLE 31
SCHEDULE CHANGES

A. Four types of schedule changes are allowed as listed below:

1. Bid changes – are in effect for an entire bid period – are voided in a rebid (not in a reshuffle) – must be submitted within the specified period prior to the start of the bid.
2. Partner’s rights – a driver is allowed to take their partner’s open shift on a daily or weekly basis. The most senior primary partner has first choice; however, weekly partner’s rights take precedence over daily partner’s rights. The partner requesting daily partner’s rights must already be scheduled to work that day.
3. Switches - a switch is a schedule change between two or more drivers that lasts a maximum of one week.
4. Giveaways - driver may request to give a work day or shift away without receiving off-setting hours in return. Up to six (6) requests per calendar year will be granted. Available part time or stand-by drivers will fill the giveaway work.

B. General restrictions

1. Schedule change requests are subject to management approval.
2. Schedule changes will not be granted if they directly or indirectly result in overtime, “inversing” or additional report times.
3. Schedule change requests must be submitted by 10:00 A.M. the day before the request (Friday for Monday). Standbys may request a later schedule change by speaking to a supervisor and filling out a request form.
4. A driver who is scheduled off on vacation, PTO, holiday or any other pre-known absence cannot be a party to a daily or weekly schedule change.
5. Daily partner’s rights must result in the driver working the same number of hours they were originally scheduled. If this is not possible, an operator may waive up to one (1) hour per day to a maximum of two (2) hours per week. A driver may use vacation, PTO or floating holiday time to supplement any lost hours.
6. An approved schedule change cannot normally be undone or modified once it has been approved.
7. Management shall not be held responsible for any errors that occur in the dispatching of schedule changes, nor shall the administration of the giveaway policy be subject to the grievance procedure.
8. Drivers who are party to a schedule change or a giveaway assignment are responsible for checking their work assignment.
9. Only full shifts may be given away – previous schedule changes may be given away.
10. Giveaway requests must be time punched and submitted no earlier than two weeks and no later than 10:00 A.M. the day before (Fri. for Mon.) the desired giveaway. Requests will be considered in the order they are time punched.
11. Any hours that a stand-by driver would have normally been assigned during the period of their giveaway will be subtracted from their guarantee.

- 1
2 12. Giveaways will be assigned to stand-by drivers in bid rotation order, with preference given Monday through
3 Thursday to any part-time drivers (stand-by or bid) who have signed the overtime board by 10:00 A.M. the
4 previous day (Fri. for Mon) and designated "G". (NOTE: These hours will count toward the guarantee and will
5 allow management to assign more than the 32 maximum up to 40 hours).
6

7
8 ARTICLE 32
9 RUN BIDDING PROCEDURES

10 **32.1 Posting and Effective Dates**

- 11
12 A. Run bids will be posted no later than December 1, May 1, and August 1, and will take effect on the first
13 Monday of January, the Monday after the school year ends and the Monday before the school year begins.
14
15 B. If major changes are to be included in the run bid to be posted, the Employer will meet with the Shop
16 Committee prior to the posting. If there are only minor changes or no changes in the run bid to be posted, the
17 Employer will provide the Shop Committee with copies of the bid in advance of the posting and will meet with
18 the Committee upon request.
19

20 **32.2 Order of Bidding/Time Limits**

- 21
22 A. Runs will be bid by seniority. Any driver who does not bid within twenty-four (24) hours of their turn will lose
23 their turn and be passed up. The employee may re-enter the bidding later, but only from the point to which
24 the bidding has then progressed as determined by the last driver to have actually signed the bid sheet.
25

26 For the purpose of defining within twenty-four (24) hours, bidding may be done Monday through Friday from
27 5:00 AM to 11:00 PM. If the previous driver bids on Friday, the next bidder will have until the same time on
28 Monday to complete his bid.
29

- 30 B. The placement on the bid list of employees who return from a medical leave in the middle of a bid period and
31 the determination of whether there will be a resulting rebid will be decided on a case-by-case basis.
32

33 **32.3 Method of Bidding**

- 34
35 A. Bids will be accepted by telephone from drivers provided the call is made on the recorded line (832-5555).
36
37 B. Drivers must leave with the Administrative Services Manager or other office personnel and the Union
38 Steward, a list of bids, first, second and third choice bids, before going on scheduled leave.
39

40 **32.4 Rebidding**

41
42 When a vacancy occurs that creates a schedule opening, the parties agree to discuss whether a reshuffle might be
43 utilized instead of the rebid process. If agreement cannot be reached about a reshuffle, then the parties agree to
44 follow the procedure outlined below.
45

- 46 A. If a regular vacancy occurs more than forty-five (45) days before the effective date of the next bid, that run
47 and all other runs from the vacancy down on the seniority list will be rebid. Permanent bid changes affecting
48 any open run will be removed. Rebidding begins with the next most senior employee following the vacancy.
49 Bid choices include any open run.
50

- 1 B. If a regular vacancy occurs forty-five (45) days or less before the effective date of the next bid, one (1) of the
2 two (2) options listed below will be followed. Any permanent schedule changes affecting a particular run will
3 be removed only as that run becomes available.
4
5 a. If sufficient time is available to justify doing so, employees will be asked in seniority order, from the
6 vacancy down, if they wish to take the open bid. The employee who is promoted to fill the vacancy will be
7 assigned to fill the bid that remains.
8 b. If the conditions of a particular case make it impractical to perform the administrative reshuffle, the partner
9 of the driver who created the regular vacancy will be offered partner's rights, as defined below, for the
10 remainder of the bid. When a driver takes partner's rights in this case it will be considered a permanent
11 schedule change, thus allowing them to make other schedule changes as desired. The employee who is
12 promoted to fill the vacancy will be assigned the bid that remains.
13

14 Partner's Rights: Partners are drivers who operate the same run. If a partner is going to be scheduled off
15 (vacation, PTO, floating holiday, sick leave, etc.) and it is known by 10:00 a.m. of the previous day (10:00
16 a.m. Friday for Saturday, Sunday, and Monday) the daily partner has first choice to the work schedule of the
17 open run, however, weekly partner's rights take precedence over daily partner's rights. When two or more
18 people work a run, the most senior partner shall have the first choice to the open work. The partner
19 requesting daily partner's rights must already be scheduled to work that day.
20

21 **32.5 Right to Assign Unbid Runs**

22
23 The Employer reserves the right to assign all runs not bid to available drivers.
24
25

26 ARTICLE 33 27 STAND-BY DRIVERS

28 29 **33.1 Duties**

- 30
31 A. Stand-by drivers will operate regularly established runs on days when regular drivers are off duty and all
32 assignments other than regular runs.
33
34 B. As part of their regular duties, a stand-by driver may be required to start and move buses and to perform pre-
35 trip inspections while waiting for other drivers to report.
36

37 **33.2 Hours and Days of Work**

- 38
39 A. All stand-by drivers must be available for work six (6) days each week until they accumulate their weekly
40 maximum, except as provided for in Articles 33.4-C and 33.4-D. Stand-by drivers will not be scheduled more
41 than fourteen (14) hours on any given day and will have a minimum of 7.5 hours off between the end of an
42 evening shift and the start of a morning shift. Stand-bys may, however, choose to waive this provision by
43 signing the overtime board and entering the code "E" for available all day Monday-Friday and code "C" for
44 available all day on Saturday. Any hours worked by waiving the fourteen (14) hour provision will not count
45 toward the employee's weekly maximum.
46
47 B. All Stand-by bids shall have a weekly guarantee as set out in Article 33.5.
48
49 C. Effect of Absences on Hours of Work.
50
51 1. If a stand-by misses out or is otherwise unavailable for work due to reasons other than disciplinary
52 suspension, illness, or injury, the stand-by will lose their guarantee for that week, will have the hours they
53 were scheduled to work that shift deducted from their weekly maximum, and will receive pay only for
54 actual hours worked that week.

- 1 2. If a stand-by is unavailable for work due to a disciplinary suspension, the stand-by will lose their
 2 guarantee for that week, will have eight (8) hours for each day of suspension deducted from their weekly
 3 maximum, and will receive pay only for actual hours worked that week.
 4
 5 D. If a stand-by is "late" for a work assignment the stand-by will have whatever hours are docked subtracted from
 6 their weekly guarantee and maximum weekly hours but will not lose their guarantee for the week.
 7
 8 E. Hours spent in training by stand-by drivers that do not overlap the shift that they normally would have been
 9 assigned for that day will not count toward either their weekly guarantee or their maximum weekly hours.

10
 11 **33.3 Availability**

- 12
 13 A. Stand-by drivers must be available at their primary phone during the AM availability period. At times other
 14 than the AM availability period, the employer will call the stand-bys primary phone number once and then
 15 will call their cell phone. Stand-bys have up to 20 minutes to call Valley Transit after being called on their
 16 cell phone or be subject to Article 13 Lates and Miss-outs.
 17
 18 B. During all other regular hours of operation, a stand-by driver is required to report for duty if they are personally
 19 notified to do so or they will be considered a miss-out.
 20

21 **33.4 Order of Assignment**

22
 23 The highest stand-by driver, as determined by bid position, will be first out each week. If this driver gets five (5) hours
 24 or more of work on Monday, but no other stand-by driver does, the next highest driver will be first out on Tuesday, and
 25 so on. (First out does not refer to chronological order, but rather to the maximum number of work hours available that
 26 day.)
 27

- 28 A. A shift is a piece of work whose length is determined each bid on the bid sheet. Drivers working two or more
 29 full shifts will be paid for each shift per the bid. Order of bid position will be full-time stand-bys then part-time
 30 stand-bys.
 31
 32 B. Each Thursday when boards are made for Friday, the employee responsible for scheduling will review the
 33 status of all stand-bys and determine which, if any, stand-bys have not reached their minimum guarantee.
 34 The normal rotation of stand-bys will be suspended at that point and those drivers who have not reached their
 35 guarantee will be first out on Friday and Saturday, if necessary, in order by bid position. The normal rotation
 36 will resume once all stand-bys have been scheduled to meet their guarantee.
 37
 38 C. When a stand-by has, less than two (2) hours remaining to reach their maximum, they will be considered
 39 finished for the week.
 40
 41 D. Any stand-by will work the number of hours necessary to bring themselves to their maximum hours. If a
 42 stand-by is "late" for a work assignment it will not affect their order of rotation for any other assignment that
 43 might become available.
 44

45 **33.5 Miscellaneous Stand-by Provisions**

	Full-Time Stand-bys
Weekly maximum hours	Greater than 32 less than or equal to 40
Weekly guaranteed hours	32
Hours of Work	5:25 a.m. – 10:55 p.m. Monday through Saturday
Day Off	None
Effect of Sick Absence on Hours of Work	A full-time stand-by who is unavailable for work due to illness or injury, may use PTO or sick leave per the agreement PTO and Sick leave hours used will count

	toward their guarantee and maximum hours for the week. If PTO or sick leave hours are not used, their guarantee shall be reduced by the number of hours the employee is off, however, such absence shall have no impact on the maximum number of hours the employee may work that week.
Time off for Medical Appointments	<p>Full-time stand-bys may request time off for medical appointments for themselves or members of their immediate family living in their residence under the following guidelines;</p> <ol style="list-style-type: none"> 1. Turn in "request for Scheduled Time Off" with an explanation as soon as possible after the appointment is made. 2. Time off will be allowed between the hours of 8:55 a.m. and 1:55p.m. Minimum request is two (2) hours. Replacement driver will be scheduled a minimum of two (2) hours unless coming off or going onto another run. 3. Any available sick leave will be used for hours that stand-by would have been scheduled to drive during the time off. If a stand-by driver has no sick leave available, they can substitute available vacation or holiday pay. 4. If a stand-by driver would have been scheduled to work during the time requested for medical leave, their guarantee will be reduced by the same number of hours. 5. Drivers returning to work from approved medical leave are subject to Article 13 of the labor agreement. 6. Time off for medical appointments under this policy will be considered a "non-chargeable" absence. <p>All requests are subject to approval on a case-by-case basis. Management reserves the right to limit the number of times this provision may be used.</p>
Effect of daily vacation or personal holiday on Hours of Work	Full-time stand-by drivers will be charged hours for vacation or floating holiday based on the number of hours they would have been scheduled.
Legal Holidays	<p>Will be charged for and paid for the six (6) legal holidays listed in Article 18.1</p> <p>Holiday hours will count toward guarantee hours and weekly maximum.</p>
Availability	<p>Full-time stand-by drivers must be available during the following availability periods:</p> <p>5:00 a.m. to 7:30 a.m. and 12:30 p.m. to 3:30 p.m. Monday through Friday and 7:00a.m. to 9:30 a.m. and 12:30 p.m. to 3:30 p.m. on Saturday</p>

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33.6 Part-time Drivers

A. Part-time drivers will be assigned to work schedules based on the needs of the organization and the availability of the part-time driver. The number of part-time drivers hired and the hours availability will be determined solely by management.

- 1 B. Part-time drivers will be allowed to voluntarily sign for additional hours and will be given available hours
2 based on seniority.
- 3
- 4 C. Part-time drivers will not be inversed outside of the hours/days of their availability.
- 5
- 6 D. Part-time drivers will be paid for actual hours worked and shall be eligible for overtime as outlined in Article
7 16.5 A. No guarantee of hours will be provided to part-time drivers.
- 8
- 9 E. Part-time drivers will be paid in accordance with Exhibit A.

10
11 ARTICLE 34
12 DISTRIBUTION OF OVERTIME
13

14 **34.1 Seniority**

15
16 Except as modified elsewhere in this Agreement, work outside the regular hours of work shall be offered to the senior
17 available employees in that classification of the unit.

18
19 **34.2 Order of Distribution**

20
21 The order of the distribution of such work shall be determined as follows.

22
23 A. Voluntary Distribution.

- 24
- 25 1. Overtime will be handled on a voluntary basis whenever possible however, the provisions of this article
26 shall not apply to pieces of work of less than one (1) hour in duration.
- 27 2. The Employer will provide the opportunity to volunteer for overtime work by posting overtime availability
28 sheets. It is the responsibility of each driver to notify the Employer of the driver's availability by signing
29 the overtime availability sheet no later than 10:00 a.m. the day before such work becomes available.
30 (10:00 a.m. Friday for Monday work.) In the following circumstances, a driver will also be allowed to
31 telephone the Office (832-5555) to have their name added or deleted from the overtime availability sheet.
 - 32 a. If the driver is not scheduled to work that day.
 - 33 b. If an on-duty A.M. driver is not scheduled or is unable to return to the garage by the 10:00 a.m.
34 signing deadline.
- 35 3. All extra work not covered by stand-by drivers will be assigned on the basis of seniority to those who have
36 signed for work that day, provided that the driver must be available for at least two (2) hours or the
37 duration of the work, if less than two (2) hours. Drivers will be assigned a shift and pieces of shifts which
38 result in the most available hours going to the most senior driver. Drivers will not be assigned more than
39 one full shift until all available drivers have been assigned a shift. Coverage and trippers are considered
40 pieces of work, not shifts for this purpose. Drivers working two or more full shifts will be paid for each shift
41 per the bid.
- 42 4. Any driver who signs the availability sheet and is assigned extra work or overtime at the time the daily
43 boards are completed will be obligated to work that run or be subject to the miss-out provisions. If a
44 driver is called about overtime work after the daily boards are completed they will have the option of
45 accepting or declining the offered work.

46
47 B. Involuntary Distribution.

- 48
- 49 1. Overtime may be assigned by the Employer on an inverse seniority basis.
- 50 2. Drivers who do not sign the availability sheet will, however, be assigned extra work or overtime only when
51 the list of available drivers becomes exhausted. In that event, extra work will be assigned first to anyone
52 who missed-out that day and then to the least senior driver who is not already scheduled to work.
- 53
- 54

1 C. Eligibility for Overtime Work.
2

- 3 1. A driver who has bid a full week of vacation, PTO or floating holiday hours is ineligible for overtime work
4 for that entire calendar week.
5 2. A driver who is on vacation, PTO or floating holiday for an entire day's work shift(s) is ineligible for any
6 overtime work during the calendar day(s) they are off.
7 3. A driver who is on vacation, PTO or floating holiday for a shift of a multi-shift day is ineligible to work
8 overtime during that shift. (NOTE: Drivers should indicate on the "Request for Time Off" form whether
9 they are requesting off for the entire day or a single shift. If specific shifts are not indicated, it will be
10 assumed the individual wants the entire day off. Drivers on all day vacation, PTO or floating holiday are
11 ineligible for overtime and inversel. Drivers on vacation, PTO or floating holiday for a single shift of a
12 multiple shift day are eligible for overtime and can be inversed outside of their vacation period.)
13

14 **34.3 Errors in Distribution**
15

16 Management will take all reasonable steps to insure that overtime is distributed properly. The Employer, however,
17 assumes no financial liability for errors in overtime assignments which result from employee instigated schedule
18 changes after the final bid is posted.
19

20 ARTICLE 35
21 DISPATCHING PROCEDURES
22

23 **35.1 Filling of Daily Vacancies**
24

- 25 A. Daily vacancies will be assigned in the following order provided the driver is available for at least two (2)
26 hours or the duration of the work.
27
28 1. Stand-by Drivers by rotation.
29 2. Overtime by seniority.
30 3. Volunteers by seniority.
31 4. Miss-outs by inverse seniority.
32 5. Inverse seniority.
33 a. First with drivers that are working that day.
34 b. If none, then with any driver on a scheduled day off.
35

36 Drivers who sign or volunteer for extra work on a scheduled day off shall be considered on a
37 scheduled day off outside the hours they signed to work.
38

39 Stand-by drivers shall be considered to be on a scheduled day off when their hours are
40 completed for the week. A stand-by driver who is scheduled to work on a day in which they reach
41 their maximum hours shall not be considered to be on a scheduled day off that day.
42

- 43 c. Drivers who are on paid leave will not be subject to being inversed.
44

44 **35.2 Overtime Restrictions**
45

- 46 A. The following restrictions shall apply to the filling of all overtime work regardless of the status of the driver
47 involved (i.e. stand-by, overtime, volunteer, miss-out or inverse seniority). For the purpose of this procedure,
48 the term "most senior available driver" is defined to mean that driver who would be first out at that particular
49 time according to the above described order of assignment.
50 1. If the overtime available connects directly to (in front of or behind) a shift or other piece of work and does
51 not result in a fragment of work less than two (2) hours in length, the overtime will be filled as stated
52 above.

2. If the overtime available connects directly to (in front of or behind) a shift or other piece of work and if given to the most senior available driver would result in a fragment of work less than two (2) hours in length, the overtime will be filled as follows.
 - a. The overtime will be given to most senior available driver and the fragmented balance left (if it connects directly to a shift or other piece of work) will be filled by the next most senior available driver.
 - b. If a fragment of work left does not connect directly to a shift or other piece of work, the overtime available will be given to the next most senior available driver.
3. If the overtime work available has a report time before the most senior driver (in the order stated above) is available, then the next most senior available driver will fill the run until the more senior driver is available, but for not less than one and one-half (1 1/2) hours driving time unless coming off a run.
4. Except for overtime assignments, which overlap the regular work schedule, a driver will not normally be pulled involuntarily from their bid run to replace another driver. The switching of driver assignments for overtime purposes may not, however, violate any provisions of Article 34 regarding the order of distribution of overtime.

ARTICLE 36
REPORTING FOR WORK

36.1 Driver Responsibilities

- A. It is understood that personal affairs and obligations will be conducted during non-working hours.
- B. If a driver is sick or otherwise unable to come to work, they must call in at least sixty (60) minutes prior to the scheduled start of the shift or be subject to the "late" policy defined in Article 13.
- C. Drivers being called in will be given a report time. Drivers must report by the report time given or they will be subject to the late/miss-out policy. Drivers not able to report with sixty (60) minutes or less notice will not be subject to a late/miss-out.
- D. Drivers shall not be considered to be "punched in" unless they are in proper uniform.
- E. Drivers must report for work at the garage. An exception to this rule will be made any time there is a break of one (1) hour or less actual driving time between reliefs, in which case the driver is not required to report to the garage for the break. Other exceptions will be allowed only in unusual circumstances with the approval of the Employer.

36.2 Transportation

- A. The Employer will provide transportation between the garage and the Appleton downtown area for those drivers who are relieving or being relieved downtown, including those who are a party to a schedule change. This will be accomplished either through the use of a bus, at no charge to the employee, or by other means. If drivers are required to use the bus for transportation, the Employer will provide transportation to and from an appropriate bus stop near the garage.
- B. The procedure to be utilized in reporting for and being relieved from out of town relief points shall be determined by the Employer, in advance, for the entire bid period. This procedure could include providing transportation, drivers voluntarily utilizing their own vehicles, or advancing the report time by fifteen (15) minutes to enable the relieving employees to ride the bus. Whatever procedure is established shall be on a non-precedential basis.

36.3 Paid Leave

- A. All paid leave is to be taken on the basis of a full shift off, except for the following:

- 1
2 1. Unused odd balances of vacation, PTO and/or floating holiday hours totaling twenty-four (24) hours or
3 less that remain at the end of a calendar year;
4 2. An illness or emergency that occurs during a driver's shift.
5

6 ARTICLE 37
7 PREMIUM PAY
8

- 9 A. Employees will be paid for all extensions of their regular schedule due to breakdowns, storms, or other
10 circumstances beyond their control (excluding workers compensation).
11
12 B. Drivers shall receive an additional one-half (1/2) hours pay for being scheduled to drive twelve (12) or more
13 hours without any intervening time. Employee initiated schedule changes and/or drivers working two or more
14 shifts are exempt from this provision, however, driver's working two or more shifts will be paid for each shift
15 per the bid.
16
17 C. Employees will be paid for making out accident reports, provided that such pay shall be limited to not more
18 than one-half (1/2) hour after the employee has finished their job assignments for the day.
19

20 ARTICLE 38
21 UNIFORMS
22

- 23 A. The Employer shall provide the initial uniform and replace non-serviceable uniform items for all drivers based
24 on "D" below. The cost of maintenance of the uniform shall be borne by the employee. The Employer
25 reserves the right to set standards for and regulate items of uniform clothing to include but not to be limited to:
26 color; style; fabric; material; brand; and specifications. The Employer further reserves the right to determine
27 the serviceability of any uniform item.
28
29 B. Drivers shall wear full uniform, as defined by the Employer, at all times when on duty.
30
31 C. Uniforms may be worn only during the course of work and for travel directly to and from the place of
32 employment.
33
34 D. The uniforms for drivers which are referred to in "A." above consist of the following allocation:
35

36 Full-time and Stand-by:

- 37
38 1 jacket
39 4 pants
40 10 shirts (any style combination)
41 2 fleece
42 1 pr. shoes Black, leather, from an approved vendor (maximum \$55)
43

44 Part-time:

- 45
46 1 jacket
47 3 pants
48 5 shirts (any style combination)
49 2 fleece
50 1 pair of shoes Black, leather, from an approved vendor (maximum \$55)
51
52
53

ARTICLE 39
CONDITION OF EQUIPMENT

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- A. The Employer shall not require employees to take out on the street any vehicle that is not in safe operating condition. The final authority on whether a vehicle is safe to operate shall rest with the Transit Maintenance Supervisor or with a senior mechanic on duty if no other supervisors are on duty.
- B. Any mechanical problem on a bus, known to the driver, must be reported immediately if a safety hazard is involved. Otherwise, all problems should be reported in writing at the end of the driver's shift in accordance with established procedures.

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PART D
SPECIAL PROVISIONS –
MAINTENANCE and OFFICE EMPLOYEES

ARTICLE 40
WORK SCHEDULES

40.1 Establishment of Work Schedules

The Employer shall have the right to establish the schedules and to determine the classifications required to work each schedule.

40.2 Breaks

- A. All maintenance and office clerical employees working eight (8) hours or more in a day shall receive two (2) fifteen (15) minute paid breaks during the day. Such employees who work less than eight (8) hours per day shall receive one (1) fifteen (15) minute paid break.
- B. The work schedules will be set to provide lunch breaks for those employees who request them. The lunch breaks will be a minimum of thirty (30) minutes or a maximum of sixty (60) minutes to be taken as scheduled by management.

40.3 Shift Adjustments

Requests for shift adjustments must be submitted in writing with at least twenty-four (24) hours advance notification unless this requirement is specifically waived by the Employer. Such adjustments may include changes in the starting and ending time or the scheduled lunch break for a shift. The Employer reserves the right to approve or deny all requested shift adjustments.

40.4 Work at Home

If employees are permitted to perform work at home, actual hours worked shall be treated the same as if the work was performed at the City facility, but no call time or shift differential will apply. No such work shall be performed without specific approval, in advance, by the Employer. The Employer reserves the right to inspect home work sites by appointment for safety purposes and to establish reasonable methods of monitoring actual hours worked.

ARTICLE 41
SHIFT BIDDING PROCEDURES

41.1 Posting and Effective Dates

Maintenance Employees

- A. Work schedules shall be selected by seniority within the classification and will be posted no later than December 1, May 1, and August 1, and take effect on the first Monday of January, the Monday after the school year ends, and the Monday before the school year begins.
- B. If major changes are to be made in the work schedule, the Employer will meet with the Shop Committee prior to the posting. If there are only minor changes or no changes, the Employer will provide the Shop Committee with copies of the schedule in advance of the posting and will meet with the Committee upon request.

Office Employees

- C. Communication Technicians will select a shift by seniority.

1 **41.2 Order of Bidding/Time Limits**

2
3 Maintenance Employees

4 A. Work shifts will be bid by seniority within classification. Any employee who does not bid within twenty-four
5 (24) hours of their turn will lose their turn and be passed up. The employee may re-enter the bidding later, but
6 only from the point to which the bidding has then progressed as determined by the last employee to have
7 actually signed the bid sheet.

8
9 For the purpose of defining within twenty-four (24) hours, bidding may be done Monday through Friday from
10 5:00 AM to 11:00 PM. If the previous employee bids on Friday, the next bidder will have until the same time
11 on Monday to complete his bid.

12
13 B. The placement on the bid list of employees who return from a medical leave in the middle of a bid period and
14 the determination of whether there will be a resulting rebid will be decided on a case-by-case basis.

15
16 **41.3 Method of Bidding**

17
18 Maintenance Employees

19 A. Bids will be accepted by telephone from employees provided the call is made on the recorded line (832-
20 5555).

21
22 B. Employees must leave with their supervisor or the office and the Union Steward, a list of first, second, and
23 third choice bids before going on scheduled leave.

24
25 **41.4 Rebidding**

26
27 Maintenance Employees

28 A. If a regular vacancy occurs more than forty-five (45) days before the effective date of the next bid, any open
29 work shifts will be rebid from the vacancy downward on the seniority list for that job classification. Rebidding
30 will be done as follows.

- 31
32 1. Rebidding begins with the next employee in the same job classification following the vacancy.
33 2. Rebidding choices are the following.
34 a. The same work shift the employee previously bid.
35 b. The open work shift created by the vacancy.
36 c. Any other unbid work shift.

37
38 B. If a regular vacancy occurs forty-five (45) days or less before the effective date of the next bid, and there is
39 sufficient time available to justify doing so, employees will be asked in seniority order, from the vacancy down,
40 if they wish to take the open bid or stay where they are. The employee who is promoted to fill the regular
41 vacancy will be assigned to the bid that remains. This procedure will be handled administratively, in lieu of
42 formal rebidding. If this process is not followed because of the circumstances of a particular case, the
43 employee who is promoted shall be assigned to the open bid which was created by the regular vacancy.

44
45 Communication Technicians

46 C. If a regular vacancy occurs, Communication Technicians will be asked in seniority order if they wish to take
47 the open shift.

48
49 **41.5 Right to Assign Unbid Work Shifts**

50
51 The Employer reserves the right to assign all work shifts not bid to available employees.

ARTICLE 42
DISTRIBUTION OF OVERTIME

42.1 Seniority

- A. Except as modified elsewhere in this Agreement, work outside the regular hours of work shall be offered to the senior available employees in that classification of the unit.
- B. The Employer reserves the right to determine the level of classification necessary to perform the available overtime work. For overtime classification purposes, the Maintenance Division will be divided into two groups: 1) all levels of mechanic classifications; and 2) utility, service and all other classifications. Overtime will be distributed by seniority within each group or will be assigned by inverse seniority within each group. If there are no employees within a group who are eligible to work overtime, it will then be offered to the other group provided they meet the minimum qualifications necessary to perform the work.

42.2 Order of Distribution

The order of the distribution of such work shall be determined as follows.

- A. Voluntary Distribution.
 - 1. Overtime will be handled on a voluntary basis whenever possible.
 - 2. The Employer will provide the opportunity to volunteer for overtime work by posting overtime availability sheets. Separate sheets will be provided for specific overtime that is known in advance and for unanticipated overtime. It is the responsibility of each employee to notify their supervisor of their availability for either type of overtime work by signing the appropriate sheet no later than 10:00 a.m. the day before such work becomes available (10:00 a.m. Friday for Monday work).
 - 3. All extra work will be assigned on the basis of seniority to those who have signed for work that day provided, however, that the employee must be available for at least two (2) hours or the duration of the work, if less than two (2) hours. Employees will be assigned a shift which results in the most available hours going to the most senior employee. Employees will not be assigned more than one (1) full shift until all available employees have been assigned a shift.
 - 4. Any employee who signs the availability sheet and is assigned extra work or overtime at the time the following day's work assignments are completed will be obligated to work that shift. If an employee is called about overtime work after the work assignments are completed they will have the option of accepting or declining the offered work.
- B. Involuntary Distribution.
 - 1. Overtime may be assigned by the Employer on an inverse seniority basis.
 - 2. Part-time office and maintenance employees may be inverted.
 - 3. Employees who do not sign the availability sheet will, however, be assigned extra work or overtime only when the list of available employees becomes exhausted. In that event, extra work will be assigned to the least senior full-time or part-time employee who is not already scheduled to work.
- C. Splitting of Overtime.
 - 1. Single overtime shifts may also be split in the following situations.
 - a. The most senior people who have signed the overtime availability sheet agree to split the time and the hourly split will not invoke any minimum pay provisions.
 - b. If no agreement on splitting can be reached the most senior person shall have the choice of taking all or none of the available overtime.

- 1 c. If, as a result of not being able to reach agreement on splitting the overtime, and the most senior
2 person waives the overtime, the overtime will be passed to the next senior person(s) who have
3 signed the availability sheet.
- 4 2. The privilege of splitting overtime shall not supersede the Employer's right to determine the level of
5 classification necessary to perform the available overtime work.

6
7 **D. Eligibility for Overtime Work.**

- 8
9 1. A maintenance or office employee who has bid a full week of vacation, PTO or floating holiday hours is
10 ineligible for overtime work for that entire calendar week.
- 11 2. A maintenance or office employee who is on vacation, PTO or floating holiday for an entire day's work
12 shift(s) is ineligible for any overtime work during the calendar day(s) they are off.
- 13 3. A maintenance or office employee who is on vacation, PTO or floating holiday for part of a shift is
14 ineligible for any work during the time they are on vacation or holiday.

- 15
16 **E.** If an employee is excluded from bidding a particular shift in the shop or office based on their classification
17 qualifications, they will also be excluded from working overtime on that shift.

18
19 **42.3 Duration of Overtime Work**

20
21 If the overtime work is the result of an emergency call-in, the employee will work only as long as necessary to handle
22 the emergency unless directed otherwise by the Employer.

23
24 **42.4 Errors in Distribution**

25
26 Management will take all reasonable steps to insure that overtime is distributed properly. The Employer, however,
27 assumes no financial liability for errors in overtime assignments which result from employee instigated schedule
28 changes after the final bid is posted.

29
30 **ARTICLE 43**
31 **REPORTING FOR WORK**
32

33 **43.1 Maintenance and Office Employee Responsibilities**

- 34
35 **A.** It is understood that personal affairs and obligations will be conducted during non-working hours. Employees
36 may, with permission from their supervisor, use personal equipment for transit related purposes.
- 37
38 **B.** If the maintenance and/or office employee responsible for opening the facility or reporting first for work is sick
39 or otherwise unable to report to work, they must call their supervisor or designee at least sixty (60) minutes
40 prior to the scheduled start of their shift. All other maintenance or office employees should use the recorded
41 line to report off work and call at least sixty (60) minutes prior to the scheduled start of their shift.

42
43 **43.2 Paid Leave**

44
45 Paid leave may be taken on the basis of either a full or partial shift off. Except in the case of an illness or injury that
46 occurs during an employee's shift, the Employer reserves the right to approve or deny all requests for a partial shift
47 off.

48
49 **43.3 Late Reports**

50
51 All employees covered under this bargaining agreement shall be subject to Article 13-Lates and Miss-outs.
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ARTICLE 44
UNIFORMS

- A. Coveralls or other appropriate clothing will be furnished for maintenance employees.
- B. Shop clothing may be worn only during the course of work and for travel directly to and from the place of employment.
- C. The Employer shall, at its sole discretion, provide uniforms to the office and maintenance employees. The decision to provide uniforms to such employees and the number of items to be provided are solely at the discretion of the Employer. The current uniform allocations for these other employee groups include the following:

Communication Technicians

Maintenance Employees

1 fleece

1 winter jacket

1 polo shirt

coveralls/work pants and shirts

Office personnel are not required to wear their uniforms to work on a daily basis. They may wear any appropriate office attire. They may, however, be required to wear their uniform when representing Valley Transit in public or official business or when requested to do so by management.

ARTICLE 45
MECHANIC PROVISIONS

45.1 Mechanic Classifications

The Employer may hire at the Mechanic or Master Mechanic classification based on qualifications and needs of the department.

45.2 ASE Testing

The Employer will pay the testing fee for any approved ASE testing or re-testing. The employees shall take the ASE tests on their own time and at their own expense.

45.3 Lead Mechanic

The Lead Mechanic pay will be \$1.00/hour more than the Master Mechanic rate (based on qualifications of the Lead Mechanic)

1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this _____ day of
2 _____,2018.
3
4
5
6

7 **CITY OF APPLETON:**

TEAMSTERS LOCAL UNION NO. 662

8
9
10
11 _____
12 Jacob A. Woodford
13 Mayor

Beth Kirchman
Business Representative

14
15
16 *Attest:*

17
18
19 _____
20 Kami Lynch
21 City Clerk

22
23
24 *Provision has been made to pay any*
25 *liability which may accrue under*
26 *this Agreement:*

27
28
29 _____
30 Anthony Saucerman
31 Director of Finance

32
33
34 *Approved as to form:*

35
36
37 _____
38 Christopher R. Behrens
39 City Attorney

40
41
42 _____
43 Sandra Matz
44 Director of Human Resources

**EXHIBIT A
VALLEY TRANSIT SALARY SCHEDULE**

	1/1/2021 Rate	4/1/2021 Rate	10/1/2021 Rate	1/1/2022 Rate	1/1/2023 Rate
BUS DRIVER	0.00%	1.00%	1.00%	2.00%	2.00%
Training Rate 80%	\$19.98	\$20.18	\$20.38	\$20.79	\$21.21
2080 Hours 85%	\$21.22	\$21.43	\$21.64	\$22.07	\$22.51
4160 Hours 90%	\$22.47	\$22.69	\$22.92	\$23.38	\$23.85
6240 Hours 95%	\$23.72	\$23.96	\$24.20	\$24.68	\$25.17
7280 Hours 100% *	\$24.97	\$25.22	\$25.47	\$25.98	\$26.50
STANDBY DRIVER/OFFICE CLK					
Base Wage	\$19.49	\$19.68	\$19.88	\$20.28	\$20.69
Wage After 12 Months	\$20.17	\$20.37	\$20.57	\$20.98	\$21.40
Wage After 24 Months	\$20.47	\$20.67	\$20.88	\$21.30	\$21.73
Wage After 36 Months	\$21.44	\$21.65	\$21.87	\$22.31	\$22.76
Wage After 48 Months	\$22.42	\$22.64	\$22.87	\$23.33	\$23.80
Wage After 60 Months	\$23.39	\$23.62	\$23.86	\$24.34	\$24.83
Wage After 72 Months	\$24.35	\$24.59	\$24.84	\$25.34	\$25.85
COMMUNICATION TECHNICIAN					
Base Wage	\$18.65	\$18.84	\$19.03	\$19.41	\$19.80
Wage After 12 Months	\$19.17	\$19.36	\$19.55	\$19.94	\$20.34
Wage After 24 Months	\$19.68	\$19.88	\$20.08	\$20.48	\$20.89
Wage After 36 Months	\$20.19	\$20.39	\$20.59	\$21.00	\$21.42
Wage After 48 Months	\$20.71	\$20.92	\$21.13	\$21.55	\$21.98
Wage After 60 Months	\$21.22	\$21.43	\$21.64	\$22.07	\$22.51
Wage After 72 Months	\$21.75	\$21.97	\$22.19	\$22.63	\$23.08
UTILITY WORKER - PT					
Base Wage	\$17.95	\$18.13	\$18.31	\$18.68	\$19.05
Wage After 12 Months	\$18.47	\$18.65	\$18.84	\$19.22	\$19.60
Wage After 24 Months	\$18.67	\$18.86	\$19.05	\$19.43	\$19.82
Wage After 36 Months	\$19.40	\$19.59	\$19.79	\$20.19	\$20.59
Wage After 48 Months	\$20.12	\$20.32	\$20.52	\$20.93	\$21.35
Wage After 60 Months	\$20.84	\$21.05	\$21.26	\$21.69	\$22.12
Wage After 72 Months	\$21.57	\$21.79	\$22.01	\$22.45	\$22.90
MECHANIC					
Start 75% of Base Wage	\$18.88	\$19.07	\$19.26	\$19.65	\$20.04
80% Base Wage After 6 Mo	\$20.13	\$20.33	\$20.53	\$20.94	\$21.36
85% Base Wage After 12 Mo	\$21.38	\$21.59	\$21.81	\$22.25	\$22.70
90% Base Wage After 18 Mo	\$22.63	\$22.86	\$23.09	\$23.55	\$24.02
	\$23.89	\$24.13	\$24.37	\$24.86	\$25.36
100% Base Wage After 30 Mo	\$25.14	\$25.39	\$25.64	\$26.15	\$26.67
1/1/2021: \$.10 added to base wage (for ASE certification recognition)					
MASTER MECHANIC					
Start	\$28.00	\$28.00	\$28.00	\$28.56	\$29.13
Mid (achieved 4 Transit ASE Certifications)	\$29.00	\$29.00	\$29.00	\$29.58	\$30.17
Full (achieved all required Transit ASE Certifications)	\$30.00	\$30.00	\$30.00	\$30.60	\$31.21
1/1/2021: Mechanic II's for implementation will be placed at start rate; Master Mechanics are not eligible for 4/1/2021 and 10/1/2021 across the board adjustments.					
CLEANING PERSON					
Base Wage	\$19.72	\$19.92	\$20.12	\$20.52	\$20.93
Note: Lump sum payment will be made (\$.25/hour for all hours worked in 2020) in recognition of the extraordinary conditions of the pandemic for all Drivers, Communication Technicians, and Utility Workers on the payroll that includes 12/31/2020.					

EXHIBIT B

**LETTER OF UNDERSTANDING
SICK LEAVE BANK**

This Letter of Understanding outlines an agreement reached between the City of Appleton and the Teamster Local #662 Valley Transit during negotiations for a 2017 Collective Bargaining Agreement. The Letter of Understanding applies to the elimination of the second sick leave bank. The following employees shall be grandfathered with the total amount of hours in their second sick leave bank as of March 11, 2011:

Randy Stammer

Employees will have access to use the second sick leave bank while employed with the City and such leave is not eligible for any type of payout upon leaving the City.

_____	_____	_____	_____
For the City of Appleton	Date	For the Union	Date

**EXHIBIT C
LETTER OF UNDERSTANDING
LONGEVITY AND VACATION FOR PART-TIME EMPLOYEES**

This Letter of Understanding outlines an agreement reached between the City of Appleton and the Teamster Local #662 Valley Transit during negotiations for a 2021 Collective Bargaining Agreement. The Letter of Understanding applies to the elimination of longevity and vacation for part-time employees. The following employees shall be grandfathered as outlined below:

Steve Hamilton	Longevity Only
Tom Coon	Vacation Only
Paul Rollefson	Vacation and Longevity
Dan Kobussen	Vacation and Longevity

For the City of Appleton

Date

For the Union

Date

**EXHIBIT D
LETTER OF UNDERSTANDING
LEAD DRIVER PROGRAM**

This Letter of Understanding outlines an agreement reached between the City of Appleton and the Teamster Local #662 Valley Transit during negotiations for a 2021 Collective Bargaining Agreement. The Letter of Understanding applies to the creation of a Lead Driver Program.

Lead Driver Pay

Lead Driver pay will be \$1.00/hour more than the Bus Driver rate including longevity if applicable (based on length of service and qualifications of the Lead Driver)

Qualifications

Qualifications for Lead Driver will be determined by the Employer and will reasonably relate to the expectations and job duties of the position. If two drivers are equally qualified, the lead position will be awarded to the more senior driver.

Schedule

Lead Drivers will have the ability to select their scheduled bid per the contract however, as part of the Lead Driver Program, they may have their daily hours changed during the week to provide for Saturday coverage. Saturday coverage will be shared between the Lead Driver positions on a rotational basis and shall be accomplished by a schedule shift change during the week to minimize any overtime impact.

This Letter of Understanding will expire on December 31, 2023

For the City of Appleton	Date	For the Union	Date



LEGAL SERVICES DIVISION

Office of the City Attorney

100 North Appleton Street

Appleton, WI 54911

Phone: 920/832-6423

Fax: 920/832-5962

To: Alderperson Hartzheim, Chair
Members of the Human Resources/Information Technology Committee

From: Zak Buruin, Assistant City Attorney

Date: October 18, 2023

Re: Alderperson Salary Adjustments
Our File No. A19-0536

Alderperson salaries are reviewed annually. Historically this item is placed on the agenda as an action item every Fall to give Council the ability to review and adjust the Alderperson salary for a future Council. On November 16, 2022, the Common Council voted to maintain the \$6,750 annual salary of all Alderpersons, effective April 2024.

Wisconsin Statutes § 62.09(6)(am)2 prohibits changing Alderperson salaries after the “earliest time for filing nomination papers for the office” and no changes can be made in the compensation during “the term of office for which the deadline applies.”

Therefore, Council has the following options available depending on whether it wants different salaries for half of the Council, or one across-the-board adjustment for a future Council:

1) *For staggered salaries:* Council may establish alderpersons’ salaries for terms starting in April 2024 (Districts 2, 4, 6, 8, 10, 12, and 14) prior to December 1, 2023, and subsequently establish salaries for Alderpersons for terms starting in April 2025 (Districts 1, 3, 5, 7, 9, 11, 13, and 15) prior to December 1, 2024: or,

2) *For a single adjustment:* establish the salary for all alderpersons seated on the Council in April 2025 prior to December 1, 2023.

If you have any questions or concerns, please do not hesitate to get in touch.

2023 Alderpersons

Municipality	Population # of Council/Board	Salary	Benefits	Expense Account
Appleton	74,370	\$6,750	Parking pass	None
EauClaire	70,587	\$3000; President = \$3600	\$10/mo cell phone allow, \$88.43 auto allow	None
Green Bay	107,015	\$10,287	Health, Dental, Deferred Comp	None
Kenosha	99,877	\$6,000	None	\$50 per diem per 1/2 day; \$100 per diem per 6 hour day; \$50 per
La Crosse	51,834	\$8,400.00	WRS, ICI, Section 125	Yes
Manitowoc	34,547	\$5,400.00	None	None
Neenah	26,137	\$5,280	None	None
Menasha	17,856	President \$5490; others \$5190	Workers compensation	Registration and Lodging for continued education/conferences/seminars
Oshkosh	66,607	\$5,000.06	None	None
Sheboygan	48,329	\$6,084	None	None
Wausau	39,994	\$5,354.96	None	None
West Bend	32,000	\$4,236.00	None	\$30/month
De Pere	25,525	\$7,639.00	EAP	None
Fond du Lac	44,678	President - \$6,000; others \$5,000	None	None
City of Fitchburg	31,000	President \$5,500; others \$5,000	None	None

ELECTED ALDERPERSON SALARIES

Council Date	Election Year	Salary	Benefits	Notes
11-07-2001	2002	No increase		
11-07-2001	2003	\$5636 – 3%		
10-16-2002	2004	No increase		
10-16-2002	2005	No increase		
12-03-2003	2006	No increase		
10-19-2005	2007	No increase		
11-01-2006	2008	No increase		
01-21-2008	2009	\$5805 – 3%		
07-02-2009	2010	No increase		
07-02-2009	2011	No increase		
10-20-2010	2012	No increase		
01-04-2012	2013	No increase		
03-20-2013	2014	No increase		
11-20-2013	2015	No increase	5.12% increase with parking pass	Added Parking passes \$297 annual (\$33@9months) effective with the April, 2015 election
9-17-2014	2016	\$5921 – 2%	6.89% increase with parking pass	Parking Pass \$408 annual (\$33@6 months & \$35@6 months)
11-09-2015	2017	\$5980 – 1%	1.1% increase with parking pass	Parking Pass \$420 annual
10/19/2016	2018	\$6129.50 – 2.5%	plus parking pass	
10/18/2017	2019	No increase		
11/7/2018	2020	No increase		
10/16/2019	2021	1.5% increase \$6221.44	Plus parking pass	HR Committee & Council meeting 11/6/19
n/a	2022			HR did not get on committee agenda timely. Currently no 2022 rate change approved.
9/15/2021	2023	Increase to \$6750	Plus parking pass	HR committee approved 9/8/21
11/16/2022	2024	No increase		HR committee special session 11/16/2022



October 19, 2023

To: City of Appleton Common Council
Fox Cities Transit Commission
City of Appleton Finance Committee

From: Ronald C. McDonald, General Manager

Subject: Contract with SRF Consulting for Professional Services

Background:

A site assessment and master plan for the Transit Center was recently completed. Valley Transit applied for a highly competitive 2023 RAISE grant in an effort to fund the transit portion of the project. In 2023, approximately 1,100 applications were submitted to the USDOT. Valley Transit was one of 347 applications that were “highly rated” and forwarded to the office of the US Secretary of Transportation for review. Valley Transit wasn’t successful in obtaining one of the 162 grants awarded.

SRF was a sub-consultant during the Valley Transit Center Joint Development Master Planning. As part of that planning effort, SRF assisted Valley Transit with various activities related to submission of the 2023 RAISE grant application. The scope of their services included, but wasn’t limited to, data collection, benefit cost analysis, graphics, and application preparation.

Valley Transit anticipates submitting a 2024 RAISE grant application for the Valley Transit Center Joint Development project. It’s anticipated this cycle may be more competitive and the previous cycle. The Rebuilding American Infrastructure with Sustainability and Equity “RAISE” Transportation Grants Program provides dedicated, discretionary funding for transportation infrastructure projects of local or regional significance.

Because SRF assisted with the recent Master Plan and 2023 RAISE grant application, the current project knowledge within SRF is significant. Hiring a new consultant to assist with the 2024 RAISE grant application would include a steep learning curve resulting in a substantial duplication of costs that aren’t expected to be recovered through a new competitive procurement.

SRF submitted a proposal to provide professional services for preparation of a 2024 RAISE grant submittal application for the Valley Transit Center Joint Development project at a cost of \$21,512.

Recommendation:

Authorize a sole source procurement and issuance of a purchase order to SRF Consulting to provide professional services for preparation of a 2024 RAISE grant submittal application for the Valley Transit Center Joint Development project at a cost of \$21,512 plus a 10% contingency of \$2,151, total \$23,663.



September 28, 2023

Ronald McDonald
General Manager
Valley Transit
801 S. Whitman Avenue
Appleton, WI 54914

Subject: Proposal for Professional Services for Preparation of a 2024 RAISE Grant Application

Dear Ronald:

Based on your request, SRF Consulting Group, Inc. (SRF) is pleased to submit this proposal to provide professional services for preparation of a 2024 RAISE Grant submittal application for Valley Transit's Downtown Appleton Transit Center. Our Team's scope of services is described below, along with the assumptions and expectations we have for Valley Transit staff participation.

Scope of Services

We propose to carry out the work ("Scope of Services"), set forth in Attachment B, attached hereto and incorporated into this Agreement. We also propose to utilize the 2023 RAISE narrative, BCA, and USDOT debriefing notes as the basis for updating and providing a more competitive 2024 RAISE application.

1. Task 1 – Project Management

This task assumes management of daily work activities, tasks, and meetings, monitor budget, provide monthly billings, and maintain communications with Valley Transit staff during the entire duration of the process. This task also includes QA/QC for all product deliverables, including graphics, narrative in the application and benefit-cost analysis materials.

2. Task 2 – Agency Coordination

Participate in project meetings with Valley Transit staff and other stakeholders with pertinent information/useful data critical to application requirements. Meetings are expected at the following milestones:

- Introduction to the grant narrative, benefit-cost analysis, data needs, and debrief review.
- Review of draft grant narrative, benefit-cost findings/refinement of assumptions.
- Work with Valley Transit staff throughout the application process to collect/review supplemental supporting documents and draft. As part of the task, SRF staff will provide

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Equal Employment Opportunity / Affirmative Action Employer

Valley Transit staff with material/content to forward to local, state, and federal delegations for requested letters of support.

- Document and discuss with Valley Transit staff critical information gleaned from 2024 RAISE webinars, and 2023 RAISE debrief.

3. Task 3 – Data Collection

Gather data from Valley Transit staff, and other sources, analyze data, prepare findings, coordinate documentation with Valley Transit staff, and integrate this data into application text and graphics to respond to the new 2024 RAISE criteria (including climate change and environmental justice impacts). Complete a table that provides project cost by census tracts. Complete a detailed Statement of Work.

4. Task 4 – Benefit Cost Analysis

Prepare the required benefit cost analysis (BCA) for the project, following procedures as noted in the application rules. Complete supplemental BCA work. Perform forecasts for build and no-build conditions using the regional model. Prepare a BCA memo and BCA worksheets for use in application narrative and submittal.

5. Task 5 – Application Preparation

Prepare draft application two weeks prior to submittal deadline for review and comment by Valley Transit staff (revise within two working days and assume only one draft revision). All resolutions, letters of support, etc. will be gathered and assembled into the final application.

Prepare the final application for submittal to US DOT three days prior to the published deadline date (TBD). Documentation, supporting application assertions, etc. will be provided by Valley Transit for relevant information, and SRF will add these to the application by web links. The application will follow the guidance provided by US DOT. It is understood that Valley Transit staff will register with Grants.gov and will submit the application to this website by the due date (TBD).

6. Task 6 – Graphics/Website

Prepare graphics/tables for the grant application and links for the project website.

Assumptions

SRF will work with Valley Transit staff to identify data/documents that Valley Transit is responsible for providing.

Schedule

SRF will complete this work so that Valley Transit can submit the RAISE Grant application to US DOT three days prior to the due date (TBD).

Basis of Payment/Budget

We propose to be reimbursed for our services on an hourly basis for the actual time expended. Other direct project expenses such as printing, supplies, reproduction, etc., will be billed at cost and mileage will be billed at the current allowable IRS rate for business miles. Invoices are submitted on a monthly basis for work performed during the previous month. Payment is due within 30 days.

Based on our understanding of the project and our scope of services, we estimate the cost of our services to be \$ 21,512 which includes both time and expenses.

Changes in the Scope of Services

It is understood that if the scope or extent of work changes, the cost will be adjusted accordingly. Before any out-of-scope work is initiated, however, we will submit a budget request for the new work and will not begin work until we receive authorization from you.

Standard Terms and Conditions

The attached Standard Terms and Conditions (Attachment A), and Work Task and Person Hour Estimate (Attachment B), together with this proposal for professional services, constitute the entire agreement between the Client and SRF and supersede all prior written or oral understandings. This agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

Acceptance/Notice to Proceed

A signed copy of this proposal, mailed or emailed to our office, will serve as acceptance of this proposal and our notice to proceed. The email address is pchellevoid@srfconsulting.com.

We sincerely appreciate your consideration of this proposal and look forward to working with you on this project. Please feel free to contact us if you have any questions or need additional information.

Sincerely,

SRF CONSULTING GROUP, INC.



Paul Chellevoid, AICP
Project Manager



Marie Cote, P.E.
Project Director

Attachment A – Standard Terms and Conditions

Attachment B – Work Task and Person Hour Estimate

Approved (Valley Transit)

(signature)

Name _____

Title _____

Date _____

This cost proposal is valid for a period of 90 days. SRF reserves the right to adjust its cost estimate after 90 days from the date of this proposal.

ATTACHMENT A

STANDARD TERMS AND CONDITIONS

The Standard Terms and Conditions together with the attached Proposal for Professional Services constitute the entire Agreement between the CLIENT and SRF Consulting Group, Inc. ("SRF") and supersede all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

1. STANDARD OF CARE

- a. The standard of care for all professional services performed or furnished by SRF under this Agreement will be the care and skill ordinarily used by members of SRF's profession practicing under similar circumstances at the same time and in the same locality. SRF makes no warranties, expressed or implied, under the Agreement or otherwise, in connection with SRF's service.
- b. The CLIENT shall be responsible for, and SRF may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by CLIENT to SRF pursuant to this Agreement. SRF may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.

2. INDEPENDENT CONTRACTOR

All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the CLIENT and SRF and not for the benefit of any other party. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or SRF. SRF's services under this Agreement are being performed solely for the CLIENT's benefit, and no other entity shall have any claims against SRF because of this Agreement or the performance or nonperformance of services hereunder.

3. PAYMENT TO SRF

Invoices will be prepared in accordance with SRF's standard invoicing practices and will be submitted to the CLIENT by SRF monthly, unless otherwise agreed. Invoices are due and payable within thirty-five (35) days of receipt. If the CLIENT fails to make any payment due SRF for services and expenses within forty-five (45) days after receipt of SRF's invoice thereafter, the amounts due SRF will be increased at the rate of 1-1/2% per month (or the maximum rate of interest permitted by law, if less). In addition, SRF may, after giving seven days written notice to the CLIENT, suspend services under this Agreement until SRF has been paid in full of amounts due for services, expenses, and other related charges.

4. OPINION OF PROBABLE CONSTRUCTION COST

Any opinions of costs prepared by SRF represent its judgment as a design professional and are furnished for the general guidance of the CLIENT. Since SRF has no control over the cost of labor, materials, market condition, or competitive bidding, SRF does not guarantee the accuracy of such cost opinions as compared to contractor or supplier bids or actual cost to the CLIENT.

5. INSURANCE

SRF will maintain insurance coverage for Workers' Compensation, General Liability, Automobile Liability and Professional Liability and will provide certificates of insurance to the CLIENT upon request.

6. INDEMNIFICATION AND ALLOCATION OF RISK

To the fullest extent permitted by law, SRF agrees to indemnify and hold harmless the CLIENT, their officers, directors and employees against all damages, liabilities or costs (including reasonable attorneys' fees and defense costs) to the extent caused by SRF's negligent acts under this Agreement and that of its subconsultants or anyone for whom SRF is legally liable.

7. TERMINATION OF AGREEMENT

Either party may at any time, upon seven days prior written notice to the other party, terminate this Agreement. Upon such termination, the CLIENT shall pay to SRF all amounts owing to SRF under this Agreement, for all work performed up to the effective date of termination.

8. OWNERSHIP AND REUSE OF DOCUMENTS

All documents prepared or furnished by SRF pursuant to this Agreement are instruments of service, and SRF shall retain an ownership and property interest therein. Reuse of any such documents by the CLIENT shall be at CLIENT's sole risk; and the CLIENT agrees to indemnify, and hold SRF harmless from all claims, damages, and expenses including attorney's fees arising out of such reuse of documents by the CLIENT or by others acting through the CLIENT.

9. USE OF ELECTRONIC MEDIA

- a. Copies of Documents that may be relied upon by the CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by SRF. Files in electronic media format of text, data, graphics, or of other types that are furnished by SRF to the CLIENT are only for convenience of the CLIENT. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

- b. When transferring documents in electronic media format, SRF makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by SRF at the beginning of this Assignment.
- c. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- d. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of this data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within sixty (60) days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the sixty (60) day acceptance period will be corrected by the party delivering the electronic files. SRF shall not be responsible to maintain documents stored in electronic media format after acceptance by the CLIENT.

10. FORCE MAJEURE

SRF shall not be liable for any loss or damage due to failure or delay in rendering any service called for under this Agreement resulting from any cause beyond SRF's reasonable control.

11. ASSIGNMENT

Neither party shall assign its rights, interests or obligations under this Agreement without the express written consent of the other party.

12. BINDING EFFECT

This Agreement shall bind, and the benefits thereof shall inure to the respective parties hereto, their legal representatives, executors, administrators, successors, and assigns.

13. SEVERABILITY AND WAIVER OF PROVISIONS

Any provisions or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the CLIENT and SRF, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

14. SURVIVAL

All provisions of this Agreement regarding Ownership of Documents and Reuse of Documents, Electronic Media provisions, Indemnification and Allocation of Risk, and Dispute Resolution shall remain in effect.

15. DISPUTE RESOLUTION

CLIENT and SRF agree to use their best efforts to resolve amicably any dispute. In the event that a dispute cannot be resolved, upon the joint concurrence of the parties to the selection of a mediator, the dispute will be submitted to mediation.

16. CONTROLLING LAW


The laws of the state of Minnesota govern this Agreement. Legal proceedings, if any, shall be brought in a court of competent jurisdiction in the county where the Project is located.

17. SITE SAFETY


SRF shall not at any time supervise, direct, control or have authority over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety and security precautions and programs in connection with the work performed by any Contractor for the Project, nor for any failure of any Contractor to comply with laws and regulations applicable to such Contractor's work, since these are solely the Contractor's rights and responsibilities. SRF shall not be responsible for the acts or omissions of any Contractor or Owner, or any of their agents or employees, or of any other persons (except SRF's own employees and consultants), furnishing or performing any work for the Project, except as specifically outlined in SRF's scope of services.

18. GOVERNMENT DATA PRACTICES AND INTELLECTUAL PROPERTY RIGHTS.

SRF shall comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to: (1) all data provided by the Client pursuant to this Agreement; and (2) all data, created, collected, received, stored, used, maintained, or disseminated by SRF pursuant to this Agreement. SRF is subject to all the provisions of the Minnesota Government Data Practices Act, including but not limited to the civil remedies of Minnesota Statutes Section 13.08, as if it were a government entity. In the event SRF receives a request to release data, SRF will immediately notify the Client. The Client will give SRF instructions concerning the release of the data to the requesting party before the data is released.

<p>SRF Consulting Group, Inc. Client: Valley Transit/City of Appleton Project: 2024 RAISE Grant Application Subconsultants: 0</p>	<p>Work Tasks and Person-Hour Estimates</p>	 17118
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TASK NO.	TASK DESCRIPTION	PROF. VIII-VII	PROF. VI	PROF. V	PROF. IV	PROF. III	PROF. II	PROF. I	TECH.	SUPPORT	TOTALS	EST. FEE
1.0	Project Management <u>Assumptions:</u>											
1.1	This task assumes management of daily work activities, coordinating tasks and meetings, monitor budget, provide monthly billings, and maintain communications with District staff during this project. This task also includes QA/QC for all product deliverables, including graphics, narrative in the application, and benefit-cost analysis materials. <u>SRF Deliverables:</u>	-	-	18	-	-	-	-	-	-	18	\$3,258.00
	SUBTOTAL - TASK 1	0	0	18	0	0	0	0	0	0	18	\$3,258.00
2.0	Agency Coordination <u>Assumptions:</u> Kick off meeting, bi-weekly meetings											
2.1	Participate in project meetings with Valley Transit/City of Appleton staff and other stakeholders with pertinent information/useful data critical for the application requirements.	-	-	8	-	-	-	-	-	-	8	\$1,448.00
2.2	Work with Valley Transit/City of Appleton staff throughout the application process to collect/review supplemental supporting documents and data. SRF will provide staff material/content to forward to local, state, and federal delegations for requested letters of support.	-	-	2	-	-	-	-	-	-	2	\$362.00
2.3	Document and discuss with staff critical information gleaned from 2023 RAISE grant webinars.	-	-	2	-	-	-	-	-	-	2	\$362.00
	SUBTOTAL - TASK 2	0	0	12	0	0	0	0	0	0	12	\$2,172.00
3.0	Data Collection <u>Assumptions:</u> <u>Client Deliverables:</u> Data requested from SRF											
3.1	Gather data from Valley Transit/City of Appleton staff, and other sources, analyze data, prepare findings, coordinate documentation with staff, and integrate this data into application text and graphics to respond to the new 2024 RAISE criteria (including climate change and environmental justice impacts). Create table to show project cost per census tracts. Complete detailed Statement of Work.	-	-	2	-	-	16	-	-	-	18	\$2,394.00
	SUBTOTAL - TASK 3	0	0	2	0	0	16	0	0	0	18	\$2,394.00
4.0	Benefit Cost Analysis											

SRF Consulting Group, Inc.	Work Tasks and Person-Hour Estimates	
Client: Valley Transit/City of Appleton		
Project: 2024 RAISE Grant Application		
Subconsultants: 0		17118

TASK NO.	TASK DESCRIPTION	PROF. VIII-VII	PROF. VI	PROF. V	PROF. IV	PROF. III	PROF. II	PROF. I	TECH.	SUPPORT	TOTALS	EST. FEE
4.1	Prepare the required benefit cost analysis (BCA) for the project, following procedures as noted in the application rules. Complete supplemental BCA work. Perform forecasts for build and no-build conditions using the regional model. Prepare a BCA memo and BCA worksheets for use in application narrative and submittal.	-	-	-	40	-	-	-	-	-	40	\$6,680.00
	<u>SRF Deliverables:</u>											
	SUBTOTAL - TASK 4	0	0	0	40	0	0	0	0	0	40	\$6,680.00
5.0	Application Preparation											
	<u>Assumptions:</u>											
5.1	Prepare the final application for submittal to US DOT by due date (TBD). Documentation, supporting application assertions, etc. will be provided by Valley Transit/City of Appleton for relevant information, and SRF will add these to the application by web links. The application will follow the guidance provided by US DOT. It is understood that Valley Transit/City of Appleton staff will register with Grants.gov and will submit the application to this website by the TBD deadline.	-	-	8	-	-	28	-	-	-	36	\$5,004.00
	<u>SRF Deliverables:</u>											
	SUBTOTAL - TASK 5	0	0	8	0	0	28	0	0	0	36	\$5,004.00
6.0	Graphics/Website											
6.1	Prepare graphics/tables and links for the website.	-	-	-	12	-	-	-	-	-	12	\$2,004.00
	<u>SRF Deliverables:</u>											
	TOTAL ESTIMATED PERSON-HOURS	0	0	40	52	0	44	0	0	0	136	
TOTAL ESTIMATED FEE (SRF and Subconsultants combined)												\$21,512.00



Valley Transit

CONNECTING THE FOX CITIES

**NON-COMPETITIVE / SOLE SOURCE PROCUREMENT
JUSTIFICATION AND APPROVAL**

1. Estimated Contract Amount: \$ 21,512

2. Recommended Supplier Name, Address, and Contact Information:

SRF Consulting Group
2550 University Avenue West
Suite 345N
Saint Paul, MN 55114

3. Description of requested items or services and their purpose (Attach additional sheets as necessary):

SRF was a sub-consultant during the Valley Transit Center Joint Development Master Planning. As part of that planning effort, SRF assisted Valley Transit with various activities related to submission of the 2023 RAISE grant application. The scope of their services included, but wasn't limited to, data collection, benefit cost analysis, graphics, and application preparation.

Justification for Request: FTA Circular 4220.1F, Section 3.i.(1)(1) (Check all that Apply)

A. Unique Capability or Availability. The property or services are available from one source if one of the conditions described below is present:

- a. Unique or Innovative Concept. The offeror demonstrates a unique or innovative concept or capability not available from another source. Unique or innovative concept means a new, novel, or changed concept, approach, or method that is the product of original thinking, the details of which are kept confidential or are patented or copyrighted, and is available to the recipient only from one source and has not in the past been available to the recipient from another source.
- b. Patents or Restricted Data Rights. Patent or data rights restrictions preclude competition.
- c. Substantial Duplication Costs. In the case of a follow-on contract for the continued development or production of highly specialized equipment and major components thereof, when it is likely that award to another contractor would result in substantial duplication of costs that are not expected to be recovered through competition.
- d. Unacceptable Delay. In the case of a follow-on contract for the continued development or production of a highly specialized equipment and major components thereof, when it is likely that award to another contractor would result in unacceptable delays in fulfilling the recipient's needs.

B. Single Bid or Single Proposal. Upon receiving a single bid or single proposal in response to a solicitation, the recipient should determine if competition was adequate. This should include a review of the specifications

for undue restrictiveness and might include a survey of potential sources that chose not to submit a bid or proposal.

a. Adequate Competition. FTA acknowledges competition to be adequate when the reasons for few responses were caused by conditions beyond the recipient's control. Many unrelated factors beyond the recipient's control might cause potential sources not to submit a bid or proposal. If the competition can be determined adequate, FTA's competition requirements will be fulfilled, and the procurement will qualify as a valid competitive award.

b. Inadequate Competition. FTA acknowledges competition to be inadequate when, caused by conditions within the recipient's control. For example, if the specifications used were within the recipient's control and those specifications were unduly restrictive, competition will be inadequate.

C. Unusual and Compelling Urgency. The Common Grant Rule for governmental recipients permits the recipient to limit the number of sources from which it solicits bids or proposals when a recipient has such an unusual and urgent need for the property or services that the recipient would be seriously injured unless it were permitted to limit the solicitation. The recipient may also limit the solicitation when the public exigency or emergency will not permit a delay resulting from competitive solicitation for the property or services.

D. Associated Capital Maintenance Item Exception Repealed. The Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) repealed the special procurement preference previously authorized for associated capital maintenance items. Thus, any sole source procurement of associated capital maintenance items must qualify for an exception under the same standards that would apply to other sole source acquisitions.

E. Authorized by FTA. The Common Grant Rules provides Federal agencies authority to permit a recipient to use noncompetitive proposals. Under this authority, FTA has made the following determinations:

1. Team, Consortium, Joint Venture, Partnership. With some exceptions, when FTA awards a grant agreement or enters into a cooperative agreement with a team, consortium, joint venture, or partnership, or provides FTA assistance for a research project in which FTA has approved the participation of a particular firm or combination of firms in the project work, the grant agreement or cooperative agreement constitutes approval of those arrangements. In such cases, FTA expects the recipient to use competition, as feasible, to select other participants in the project. It can sometimes be difficult to determine whether a bidder or offeror is submitting its bid or offer as a team or other group with committed parties. The Recipient should clarify with the bidder or offeror how other entities included in its bid or offer are to be treated.

2. FAR Standards. To ensure that the recipient has flexibility equal to that of Federal contracting officers, FTA authorizes procurement by noncompetitive proposals in all of the circumstances authorized by FAR Part 6.3. In addition to circumstances discussed in the Common Grant Rules, the FAR authorizes less than full and open competitive procurements in one or more of the following circumstances:

a. Statutory Authorization or Requirement. To comply with Department of Transportation (DOT) appropriations laws that include specific statutory requirements, with the result that only a single contractor can perform certain project work.

b. National Emergency. To maintain a facility, producer, manufacturer, or other supplier available to provide supplies or services in the event of a national emergency or to achieve industrial mobilization.

_____ c. Research. To establish or maintain an educational or other non-profit institution or a federally funded research and development center that has or will have an essential engineering, research, or development capability.

_____ d. Protests, Disputes, Claims, Litigation. To acquire the services of an expert or neutral person for any current or anticipated protest, dispute, claim, or litigation.

_____ e. International Arrangements. When precluded by the terms of an international agreement or a treaty between the United States and a foreign government or international organization, or when prohibited by the written directions of a foreign government reimbursing the recipient for the cost of the acquisition of the supplies or services for that government.

_____ f. National Security. When the disclosure of the recipient's needs would compromise the national security.

X g. Public Interest. When the recipient determines that full and open competition in connection with a particular acquisition is not in the public interest.

4. Explain why the product or service requested is the only one that can satisfy your requirements, as well as why alternatives are unacceptable. Be specific with regard to specifications. Use additional sheets as necessary.

SRF was previously contracted to assist with the Valley Transit Center Joint Development planning effort, including the 2023 RAISE grant application. The current project knowledge within SRF is significant. Hiring a new consultant to assist with the 2024 RAISE grant application would include a steep learning curve resulting in a substantial duplication of costs that aren't expected to be recovered through a new competitive procurement.

This form was reviewed and approved by the City of Appleton's Purchasing Manager, Jeff Fait, on 10/8/2021.



Valley Transit

CONNECTING THE FOX CITIES

Prepared by:

Date:

I hereby certify, that, to the best of my knowledge, the above justification is accurate and request that a non-competitive / sole source request be approved for the procurement of the above requested item(s) and/or service(s).

Signature: _____ **Date:** _____



Memorandum

TO: Fox Cities Transit Commission
FROM: Ron McDonald, General Manager
DATE: September 19, 2023
RE: Authorization to purchase AV Equipment per VT Specification S2444

Valley Transit broke ground for the Whitman Ave. rehabilitation and construction in early August. New Audio-Visual (AV) equipment is necessary for this project. AV equipment lead-times are extensive. By placing an order well in advance of when it is needed, allows the vendor greater expectation the AV equipment will be delivered when it is needed.

ANALYSIS

Valley Transit received two proposals for similar Audio-Visual equipment. Extensive AV equipment is necessary to equip conference and training rooms as part of the building renovation.

FISCAL IMPACT

Smart Spaces provided a quote for \$118,701.88 and ASI provided a quote for \$137,676.20, including delivery and installation. Valley Transit has sufficient grant funds to purchase this equipment.

RECOMMENDATION

Staff recommends issuing a purchase order to Smart Spaces for \$118,701.88 plus contingency (10%) \$11,870. The project maximum should not exceed \$130,571.

Project Summary

Equipment:	\$81,794.29
Installation Labor:	\$26,772.59
Programming Labor:	\$4,680.00
Project Management Labor:	\$2,035.00
Design and Engineering Labor:	\$1,740.00
Drawings & Documentation Labor:	\$1,680.00
Grand Total:	\$118,701.88 plus applicable tax

* Price Includes Accessories

Presented By: Smart Spaces

6/15/2023

Project Name: S2444 - Valley Transit AV

Project No.: S2444

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Retail Sales Agreement



Proposal Number: 1197141
Prepared For: City of Appleton
Attn: Steven Schrage

Prepared By: Alec Nathan
Phone:
Email: alec.nathan@avisystems.com

Proposal Date: August 04, 2023
City of Appleton - Valley Transit New Building

AVI Systems Inc.
3275 Intertech Drive, Suite 500, Brookfield, WI 53045
Phone: (262)207-1300
Fax: (262)207-1301

INVOICE TO

Attn: Steven Schrage
City of Appleton
100 North Appleton St
Appleton, WI 54911

Phone: (920) 832-6173
Email: steven.schrage@appleton.org
Customer Number: COA0023

SITE

Attn: Steven Schrage
City of Appleton - Valley Transit Building
801 South Whitman Avenue
Appleton, WI 54914

Phone: (920) 832-5972
Email: steven.schrage@appleton.org

COMMENTS

Pricing and Terms per DOA Contract # 505ENT-M23-AUDIOVIDEO-00. Discount off MSRP: Barco 5%, C2G 40%, Chief 40%, Crestron 40%, Extron 42%, Liberty AV 35%, Logitech 10%, Middle Atlantic 43%, QSC 30%, Samsung 25%, Shure Wireless 30%, Viewsonic 24%

No Charge for Shipping

Pro Support 1 YR Option: \$8,555.00

PRODUCTS AND SERVICES SUMMARY

Equipment	\$81,249.95
Integration	\$56,426.25
PRO Support	\$0.00
Shipping & Handling	\$0.00
Tax	\$6,574.60
Grand Total	\$144,250.80

Unless otherwise specified. The prices quoted reflect a discount for a cash payment (i.e., check, wire transfer) made by Customer in full within the time stated for payment on each invoice. Discount only applies to new items included on the invoice, and only applies if the balance on the invoice is paid in full.

All returned equipment is subject to a restocking charge. The prices are valid for 15 days and may be locked in by signing this Retail Sales Agreement.

Overdue balances are subject to a finance charge of 1.5% per month, or interest at the highest rate permitted by applicable law. In the event AVI must pursue collection of unpaid invoices, Customer agrees to pay all of AVI's costs of collection, including its attorneys' fees.

INVOICING AND PAYMENT TERMS

Customer and AVI have agreed on the payment method of CASH. Payment must be remitted by stated method. To the extent Customer seeks to use of any payment methods other than stated, and that payment method results in an increased transaction cost to AVI, the new payment must be approved in writing, and the Customer shall be responsible for paying the increased transaction cost to AVI associated with the change in payment method. Payments shall be made 30 days from invoice date. So long as the invoice has been sent and the Customer's payment is made within the terms work will continue.

155-23

AN ORDINANCE AMENDING SECTION 2-217(b) OF CHAPTER 2 OF THE MUNICIPAL CODE OF THE CITY OF APPLETON, RELATING TO COMPENSATION - MAYOR.

(Human Resources and Information Technology Committee – 10-18-2023)

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

Section 1: That Section 2-217(b) of Chapter 2 of the Municipal Code of the City of Appleton, relating to compensation – Mayor, is hereby amended to read as follows:

(b) ***Mayor.*** The salary of the Mayor shall be as follows:

2024 – 2025	\$113,158
2025 – 2026	\$115,421
2026 – 2027	\$117,729
2027 – 2028	\$120,084

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