



City of Appleton

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

Meeting Agenda - Final Finance Committee

Monday, October 23, 2023

5:30 PM

Council Chambers, 6th Floor

1. Call meeting to order
2. Pledge of Allegiance
3. Roll call of membership
4. Approval of minutes from previous meeting
[23-1266](#) 10/09/23 & 10/18/23 Meeting Minutes

Attachments: [MeetingMinutes Oct-9-2023.pdf](#)
[MeetingMinutes Oct-18-23.pdf](#)

5. Public Hearing/Appearances

6. Action Items

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

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

7. Information Items

- [23-1267](#) Contract 120-22 was awarded to RJM Construction for \$271,840 with a contingency of \$40,776 for F-1 Bldg Improvements FMD. Change orders were approved totaling \$12,505. Final contract amount is \$284,345 with a contingency of \$28,271. Payments issued to date total \$264,974. Request final payment of \$19,371.00

[23-1268](#) The following 2023 Budget adjustments were approved by the Mayor and Finance Director in accordance with Policy:

Public Safety Grant Fund

Fund Balance Applied + \$9,465
Misc Equipment + \$9,465

To record use of fund balance towards costs related to Flock System

[23-1269](#) Request to Approve Change Orders #7 and #8 to Miron Construction contract as part of the AWWTP Sludge Storage Building Addition Construction Project totaling \$32,372 resulting in a decrease in contingency from \$584,564 to \$552,192

Attachments: [SSB Addition Miron Change Orders No7-8.pdf](#)

[23-1272](#) 2024 Finance Budget

Attachments: [2024 Finance.pdf](#)

[23-1273](#) 2024 Risk Management Budget

Attachments: [2024 Risk Management.pdf](#)

8. Adjournment

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

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

Any questions regarding this agenda, please contact Jeri Ohman at (920) 832-5742.



City of Appleton

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

Meeting Minutes Finance Committee

Monday, October 9, 2023

5:30 PM

Council Chambers, 6th Floor

1. Call meeting to order

Meeting called to order at 5:30pm

2. Pledge of Allegiance

3. Roll call of membership

Present: 3 - Firkus, Croatt and Fenton

Excused: 2 - Hartzheim and Van Zeeland

4. Approval of minutes from previous meeting

[23-1135](#)

9/11/23 Finance Committee Minutes

Attachments: [Meeting Minutes Sept-11-2023.pdf](#)

Croatt moved, seconded by Fenton, that the Report Action Item be approved.

Roll Call. Motion carried by the following vote:

Aye: 3 - Firkus, Croatt and Fenton

Excused: 2 - Hartzheim and Van Zeeland

5. **Public Hearing/Appearances**

6. **Action Items**

[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](#)

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

Aye: 3 - Firkus, Croatt and Fenton

Excused: 2 - Hartzheim and Van Zeeland

7. Information Items

[23-1132](#)

Contract 32-23 was awarded to Northeast Asphalt Inc. for \$522,443.10 with a contingency of \$78,366.00 for Water Plant Parking Lot Replacement. Change orders were approved totaling \$60,330.02. Final contract amount is \$582,773.12 with a contingency of \$18,035.98. Payments issued to date total \$524,495.81. Request final payment of \$58,277.31.

This item was presented

[23-1133](#)

Approve Change Order #5 to Miron Construction contract for the AWWTP Sludge Storage Building Addition Construction Project totalling \$43,722.80 resulting in a decrease in contingency from \$674,724 to \$631,001.

Attachments: [230919 Finance Memo SSB Addition Miron Change Orders No5.doc](#)

This item was presented

[23-1134](#)

Approve Change Order #1 to Staab Construction contract as part of the AWWTP Phase I Belt Filter Press Equipment Upgrades Project for a total deduct of \$22,725 resulting in an increase in contingency from \$759,450 to \$782,175.

Attachments: [230919 Finance Memo Staab Ph1BFP Change Orders No1.doc](#)

This item was presented

[23-1205](#)

Approve Change Order #6 to Miron Construction contract as part of the AWWTP Sludge Storage Building Addition Construction Project totaling \$46,436.94 resulting in a decrease in contingency from \$631,001 to \$584,564.

Attachments: [Finance Memo SSB Addition Miron Change Orders No6.pdf](#)

This item was presented

[23-1203](#)

2024 Facilities Management Budget

Attachments: [2024 Facilities Management Budget.pdf](#)
 [2024 Facilities Capital Projects.pdf](#)

This item was presented

[23-1204](#)

2024 Legal Services Budget

Attachments: [2024 Legal Services .pdf](#)

This item was presented

8. Adjournment

Croatt moved, seconded by Fenton that this meeting be adjourned. Motion carried by the following vote:

Aye: 3 - Firkus, Croatt and Fenton

Excused: 2 - Hartzheim and Van Zeeland



City of Appleton

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

Meeting Minutes Finance Committee

Wednesday, October 18, 2023

6:00 PM

Council Chambers, 6th Floor

Special

1. Call meeting to order

Meeting called to order at 6pm.

2. Pledge of Allegiance

3. Roll call of membership

Aldersperson Croatt attended the meeting virtually

Present: 5 - Firkus, Croatt, Fenton, Hartzheim and Van Zeeland

4. **Public Hearing/Appearances**

5. **Action Items**

[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](#)

Ald. Croatt joined virtually at 6:06pm.

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

Aye: 5 - Firkus, Croatt, Fenton, Hartzheim and Van Zeeland

6. **Information Items**

7. Adjournment

Hartzheim moved, seconded by Van Zeeland, that the be adjourned. Roll Call. Motion carried by the following vote:

Aye: 5 - Firkus, Croatt, Fenton, Hartzheim and Van Zeeland

**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:

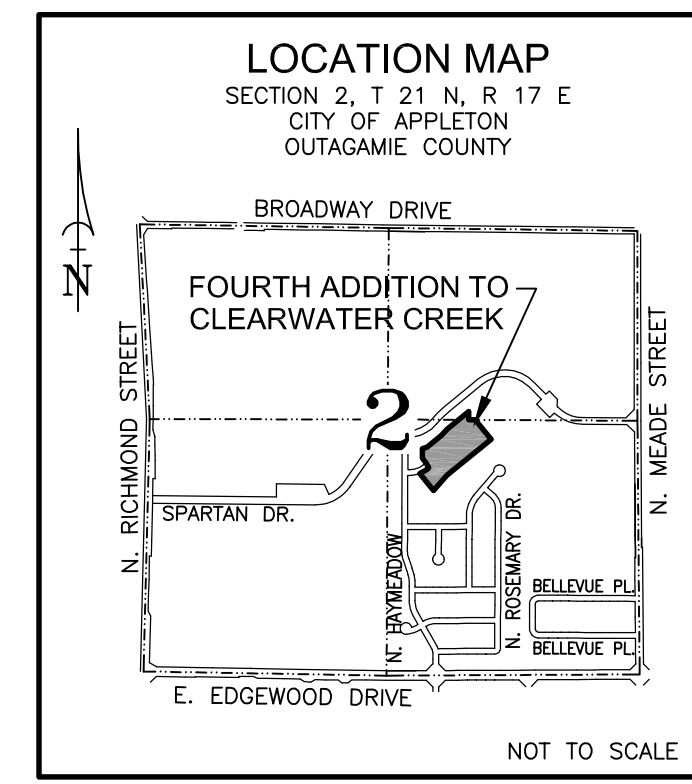
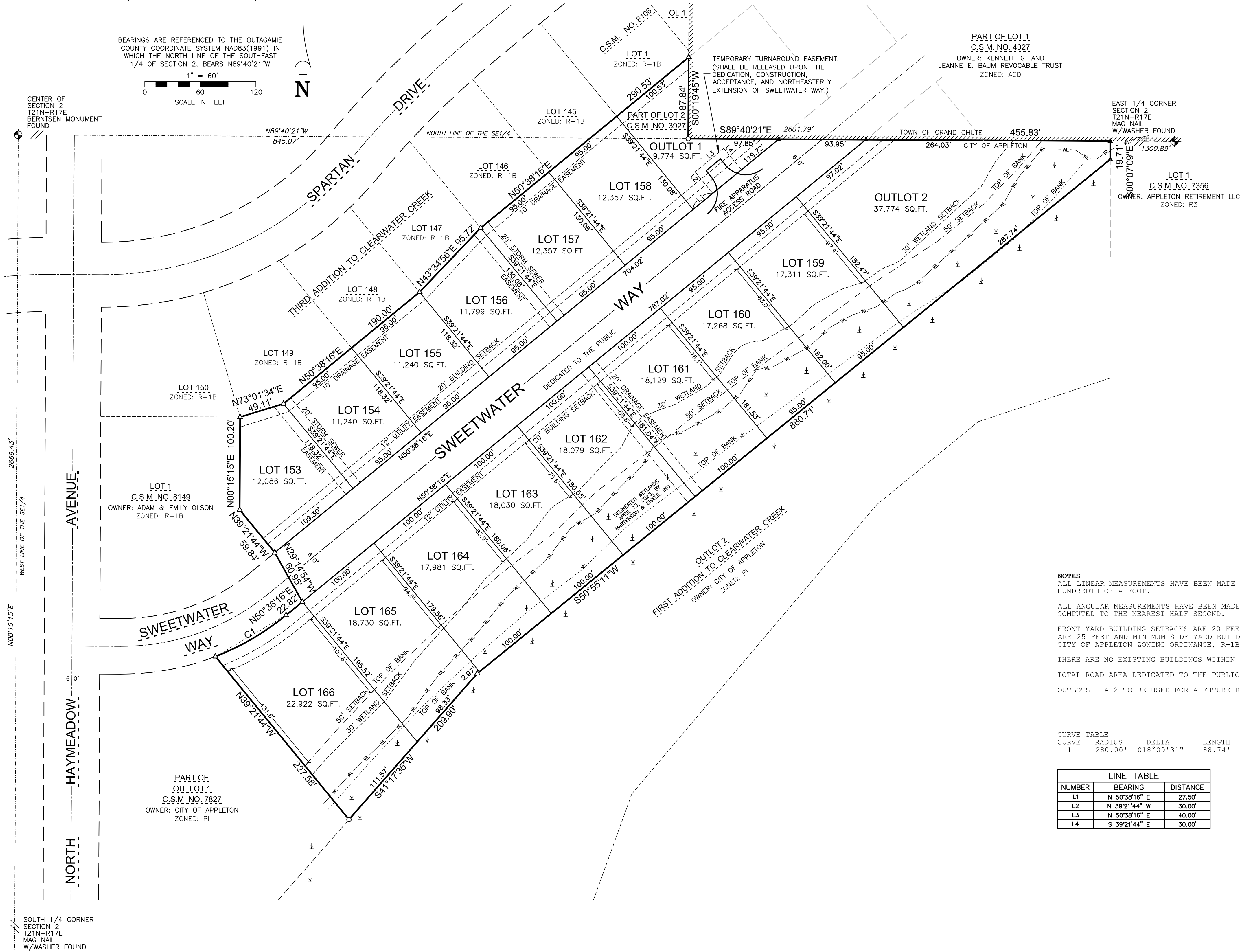
COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 2; THENCE NORTH 89 DEGREES 40 MINUTES 21 SECONDS WEST, ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION, A DISTANCE OF 1300.89 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 07 MINUTES 09 SECONDS EAST, ALONG THE EAST LINE OF THE SOUTHEAST 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



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

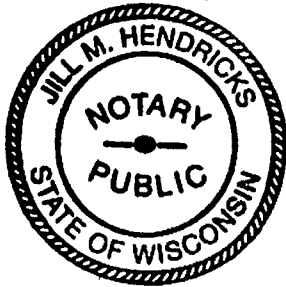
By: Robert A De Bruin By: _____
Printed Name: Robert A De Bruin Printed Name: _____
Title: Member Title: _____

STATE OF WISCONSIN)

Outagamie COUNTY)

: ss.

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)

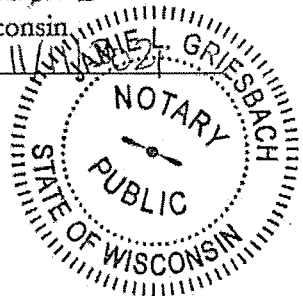
: ss.

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: 11/11/2021



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

Approved as to form:

[Signature]
Tony Saucerman, Director of Finance

[Signature]
Christopher Behrens, City Attorney



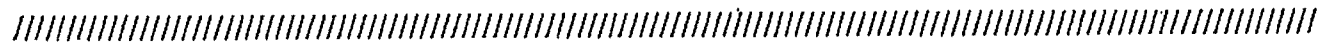
WAIVER OF SPECIAL ASSESSMENT NOTICES AND HEARING UNDER S. 66.0703 WISCONSIN STATUTES.

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

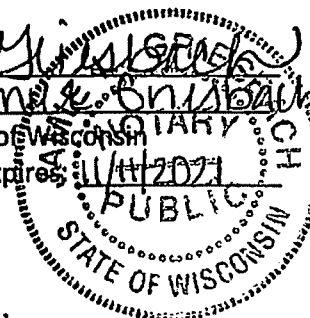
By: [Signature]
Timothy M. Hanna, Mayor

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

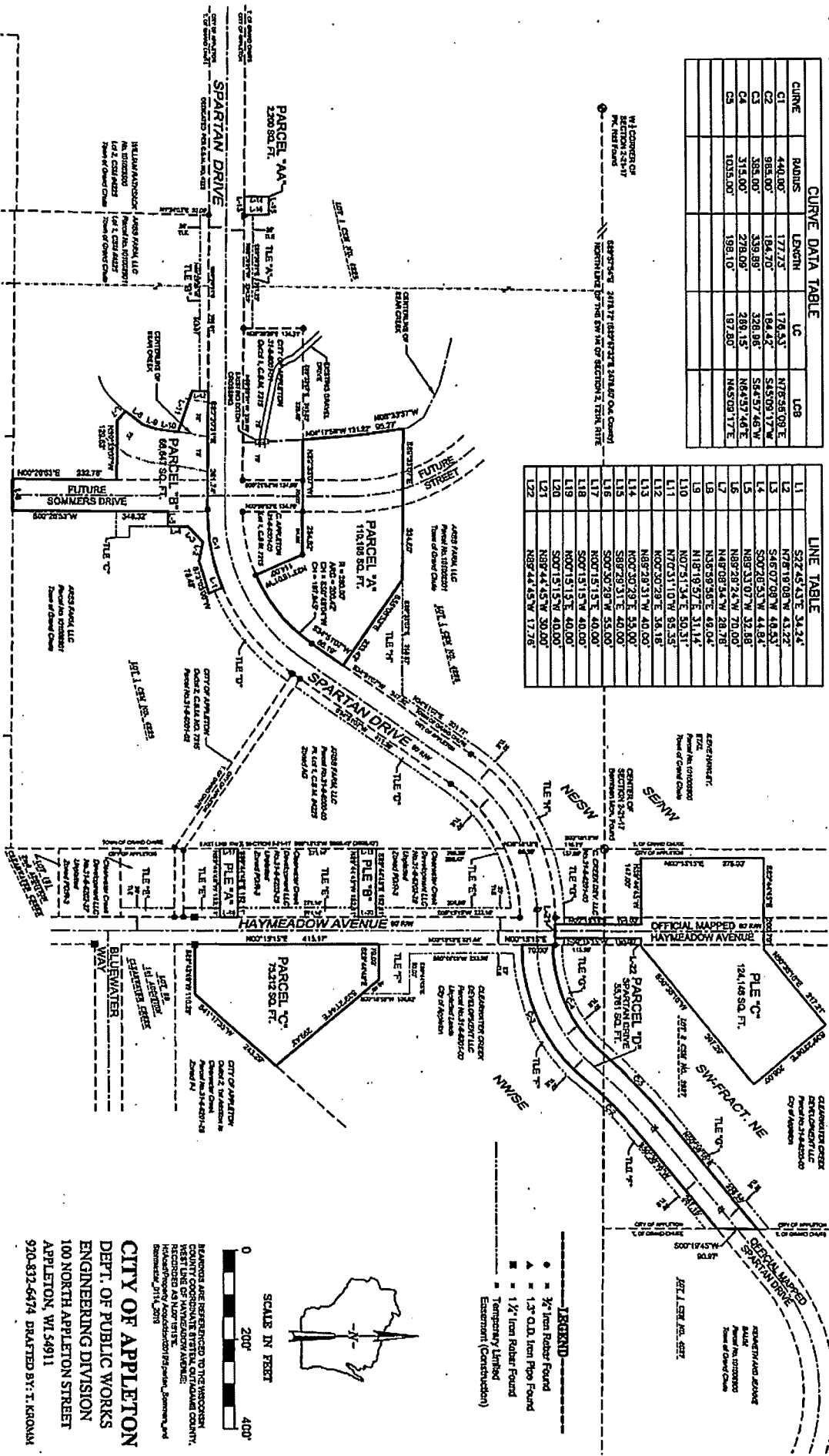
Part of Lot 1 of Certified Survey Map No. 4225 recorded in Volume 23 of Certified Survey Maps on Page 4225 as Document No. 1447327 and Part of Lot 2 of Certified Survey Map No. 3927 recorded in Volume 21 of Certified Survey Maps on Page 3927 as Document No. 1388606 and Part of the Northwest Quarter (NW¹/₄) 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'	328.96'	S54.57.46'W
C4	378.00'	278.00'	269.15'	N64.57.46'E
C5	1033.00'	193.10'	193.20'	N45.09.17'E

LINE TABLE

LINE	BEARING	DISTANCE
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	N70.51.10'W	85.35'
L12	N00.50.28'E	36.18'
L13	N89.28.51'W	40.00'
L14	N00.50.28'E	53.00'
L15	S00.20.53'W	45.00'
L16	S00.20.53'W	55.00'
L17	N00.18.15'W	40.00'
L18	N00.18.15'W	40.00'
L19	N00.19.12'E	40.00'
L20	S00.15.15'W	40.00'
L21	N89.44.45'W	30.00'
L22	N89.44.45'W	17.76'



LEGEND

- = 3/4" Iron Rod Found
- ▲ = 1.5" O.D. Iron Pipe Found
- ▲ = 1 1/2" Iron Rod Found
- = Temporary Marked Easement (Construction)

SCALE IN FEET

0 200 400

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: _____

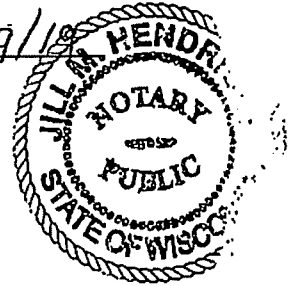
STATE OF WISCONSIN)

: ss.
Ottawamille 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

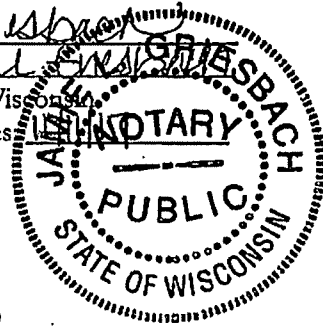
By: [Signature]
Timothy M. Hanna, Mayor

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~~ *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 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

H:\Word docs\Easements\Sanitary\2016\part1Dr_Clearwater_0120_2016.doc

R-44

**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



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

Department of Utilities
Wastewater Treatment Plant
2006 E Newberry Street
Appleton, WI 54915-3128
920-832-5945 tel.
920-832-5949 fax

To: Chairperson Brad Firkus and Members of the Finance Committee

From: Chris Stempa, Utilities Deputy Director

CC: Chris Shaw, Utilities Director
Kelli Rindt, Enterprise Fund Accounting Manager

Date: October 19, 2023

Re: **Information: Approve Change Orders #7 and #8 to Miron Construction contract as part of the AWWTP Sludge Storage Building Addition Construction Project totaling \$32,372 resulting in a decrease in contingency from \$584,564 to \$552,192**

BACKGROUND:

On July 20, 2022 Common Council approved a contract for the Appleton Wastewater Treatment Plant (AWWTP) Sludge Storage Building Addition Construction Project to Miron Construction in the amount of \$5,330,989 with 15% contingency of \$799,648 for a project total not to exceed \$6,130,637. The change order tasks summarized within Table 1 on page 2 represents work added to the original contract scope of work (per Section IV P of the Procurement and Contract Management Policy) or deleted from, which alters the original contract amount.

CHANGE ORDER #7

Change Order #7 reflects the cost for labor and materials to modify the height of exiting concrete walk plank columns to match new wall elevation (\$6,630.15), relocation of transmitters for the conveyor speed sensors from the speed element locations within Class I Div 2 storage area to an unrated area (\$7,270.35), conflict with existing lintel requiring louver opening modifications (5,422.29), wall extension off northeast column for removable plank alignment to account for 1983 project record drawing error (\$5,349.60), and a credit of reusing existing conduit (-\$13,796.6).

CHANGE ORDER #8

Change Order #8 reflects the cost for labor and materials to associated with the steel reinforcement of the existing wall plank columns where concrete was cracked, spalled, and/or missing.

Table 1: Change Order (CO) Summary

CO #	Cost	Description
CO#1	\$28,171.18	Revised face brick from specified manufacturer to match existing
CO#2	\$30,235.78	Changes to stormwater design
CO#3	\$50,910.19	Changes to road pavement from flexible asphalt to concrete.
CO#4	\$15,607.16	Fire access lane extension and revise storage pad configuration.
CO#5	\$43,722.80	Light pole and circuit relocation, lintel support, steel column couplers
CO#6	\$46,436.94	Eight removable precast retaining wall sections and bent plate for removable walls.
CO#7	\$10,875.79	Extend existing height of existing walk plank columns, relocation of conveyor speed switch, louver opening modifications, wall extension, and credit for reusing existing electrical conduit.
CO#8	\$21,496.52	Steel reinforcement of the existing wall plank columns.

Total \$247,456.36

If you have any questions regarding the project or the associated change orders, please contact Chris Stempa at 832-2353.

CITY OF APPLETON 2024 BUDGET

FINANCE DEPARTMENT

Finance Director: Jeri A. Ohman, CPA

Deputy Finance Director: Katie M. Demeny, MPA

CITY OF APPLETON 2024 BUDGET

FINANCE DEPARTMENT

MISSION STATEMENT

For the benefit of all City departments, the Common Council, and the Mayor, in order to assist them in meeting program delivery objectives, assuring compliance with government policies, and safeguarding the assets of the City, we will provide financial management, billing, and collection services.

DISCUSSION OF SIGNIFICANT 2023 EVENTS

- Completed conversion of the property tax collection process from the legacy system to the ERP system
- Completed the 2022 annual audit, with an unqualified opinion
- Completed TIF #6 audit, as a requirement of closure process
- Completed the issuance of \$20 million of G.O. notes
- Completed implementation of GASB 87 - Lease Accounting
- Worked with IT Department in testing ERP processes from physical servers to SaaS environment and upgraded version
- Completed implementation of Remote Deposit Capture through City's bank for check deposits
- Assisted the Community and Economic Development Department with the creation of the TIF #13 project plan
- Completed required quarterly reports for COVID-19 and ARPA grants
- Worked with Facilities to sign a vendor management inventory contract, with the goal to implement Citywide
- Began implementation process for the Enterprise Utility Billing module of the ERP system

Major objectives for the remainder of 2023:

- Continue to train staff members in new positions within the department
- Complete review of and updates to Procurement and Purchase Card policies
- Complete the 2024 Budget
- Complete the creation of TIF #13
- Implement GASB 96 for Subscription-based Information Technology Arrangements
- Continue to oversee and account for COVID-19 mitigation and other economic assistance grants received

CITY OF APPLETON 2024 BUDGET FINANCE DEPARTMENT

MAJOR 2024 OBJECTIVES

Provide knowledgeable, courteous customer service to all individuals who contact the department with questions and/or concerns. Continue to coordinate changes to the customer service area on the first floor, ensuring adequate training and staff involvement. Proactively offer solutions to challenges that arise, keeping customer service the primary focus

Maintain a sound bond rating in the financial community, assuring taxpayers that the City is well-managed by using prudent financial management practices and maintaining a sound fiscal condition

Continue development of electronic payment options for City services in conjunction with new ERP system

Train staff and continue to focus on technology improvements that will allow the department to meet the demands of a growing city as efficiently as possible

Promote a department working environment conducive to employee productivity, growth and retention

Provide opportunities for staff to cross-train in various positions in the department

Continue to work with the Community Development Specialist to ensure compliance with grant covenants and single audit requirements

Complete implementation of ERP system utility billing and customer self-service modules

Begin implementation of the Enterprise Asset Management (EAM) module in the ERP system

Continue to work with outside departments on the ERP system and implement efficiency measures to streamline various accounting functions throughout the City

Continue work on subscription-based information technology arrangements, within the City, in order to be in compliance with new accounting standards that go into effect for the 2023 audit

Continue to track expenditures related to the City's ARPA allocation and ensure expenditures are in compliance with regulatory guidelines and required reporting is completed timely

DEPARTMENT BUDGET SUMMARY

Unit	Title	Actual		Budget			% Change *
		2021	2022	Adopted 2023	Amended 2023	2024	
Program Revenues		\$ 4,287	\$ 4,619	\$ 4,000	\$ 4,000	\$ 4,000	0.00%
Program Expenses							
11510	Administration	171,371	165,171	150,215	150,215	151,865	1.10%
11520	Customer Service	92,302	101,459	104,023	104,023	108,018	3.84%
11530	Support Services	657,521	663,789	707,941	707,941	710,192	0.32%
TOTAL		\$ 921,194	\$ 930,419	\$ 962,179	\$ 962,179	\$ 970,075	0.82%
Expenses Comprised Of:							
Personnel		801,221	821,540	843,040	843,040	850,485	0.88%
Administrative Expense		7,972	11,519	12,220	12,220	12,220	0.00%
Supplies & Materials		30,851	28,781	29,460	29,460	29,960	1.70%
Purchased Services		81,150	68,579	77,459	77,459	77,410	-0.06%
Full Time Equivalent Staff:							
Personnel allocated to programs		8.20	8.20	8.20	8.20	9.20	

* % change from prior year adopted budget
Finance.xls

**CITY OF APPLETON 2024 BUDGET
FINANCE DEPARTMENT**

Administration

Business Unit 11510

PROGRAM MISSION

We will provide training and supervision to the Finance Department in order to provide for the overall direction, coordination and support of the activities of Finance staff.

PROGRAM NARRATIVE

Link to City Strategic Plan:

Implements Key Strategies # 3: "Recognize and grow everyone's talents" and # 4: "Continually assess trends affecting the community and proactively respond".

Objectives:

Provide cost-effective administrative management to support the activities of the Finance Department

Provide education and training opportunities for our employees to promote personal and professional growth and development

Initiate systematic changes by examining existing procedures and technological needs

Provide support to department staff and ensure staff performance is evaluated accurately and fairly

Major changes in Revenue, Expenditures, or Programs:

No major changes

**CITY OF APPLETON 2024 BUDGET
FINANCE DEPARTMENT**

Administration

Business Unit 11510

PROGRAM BUDGET SUMMARY

Description	Actual		Budget		
	2021	2022	Adopted 2023	Amended 2023	2024
Revenues					
480100 General Charges for Service	\$ 4,090	\$ 4,270	\$ 4,000	\$ 4,000	\$ 4,000
501000 Miscellaneous Revenue	15	-	-	-	-
508500 Cash Short or Over	182	349	-	-	-
Total Revenue	\$ 4,287	\$ 4,619	\$ 4,000	\$ 4,000	\$ 4,000
Expenditures					
610100 Regular Salaries	\$ 125,554	\$ 124,801	\$ 113,080	\$ 113,080	\$ 114,168
615000 Fringes	34,128	27,697	24,835	24,835	25,397
620100 Training/Conferences	1,351	4,630	5,500	5,500	5,500
620400 Tuition Fees	203	-	-	-	-
620600 Parking Permits	498	1,295	480	480	480
630100 Office Supplies	4,222	2,196	2,000	2,000	2,000
630300 Memberships & Licenses	2,245	1,805	2,000	2,000	2,000
630400 Postage/Freight	(94)	-	-	-	-
630500 Awards & Recognition	239	24	210	210	210
632001 City Copy Charges	101	42	100	100	100
632002 Outside Printing	446	562	500	500	500
641200 Advertising	1,223	830	250	250	250
641307 Telephone	1,255	1,289	1,260	1,260	1,260
Total Expense	\$ 171,371	\$ 165,171	\$ 150,215	\$ 150,215	\$ 151,865

DETAILED SUMMARY OF 2024 PROPOSED EXPENDITURES > \$15,000

None

**CITY OF APPLETON 2024 BUDGET
FINANCE DEPARTMENT**

Customer Service

Business Unit 11520

PROGRAM MISSION

For the benefit of all City departments and various other government entities, in order to collect all revenues authorized by policy in support of program delivery objectives, we will provide centralized billing, collection, and information services.

PROGRAM NARRATIVE

Link to City Strategic Plan:

Implements Key Strategies # 2: "Encourage active community participation and involvement" and # 4: "Continually assess trends affecting the community and proactively respond".

Objectives:

Provide an efficient, centralized collection location for convenient payment of all City-generated billings via mail, drive-through, night deposit, or walk-ins

Improve cash receipting speed and accuracy with formalized procedures and improved systems

Continue the expansion of debit, credit card, and internet payment options when financially feasible

Provide a favorable impression of the City by maintaining a working knowledge of all City departments and keeping the internal general information guide updated in order to direct and inform customers

Provide professional and courteous service

Maintain parking ticket records and issue State suspension notices to ensure collection of outstanding amounts

Major changes in Revenue, Expenditures, or Programs:

No major changes

CITY OF APPLETON 2024 BUDGET

FINANCE DEPARTMENT

Customer Service

Business Unit 11520

PROGRAM BUDGET SUMMARY

Description	Actual		Budget		
	2021	2022	Adopted 2023	Amended 2023	2024
Expenditures					
610100 Regular Salaries	\$ 46,803	\$ 48,556	\$ 51,058	\$ 51,058	\$ 51,333
610500 Overtime Wages	2,303	219	900	900	902
615000 Fringes	20,776	29,056	28,165	28,165	31,383
620600 Parking Permits	1,680	2,100	2,400	2,400	2,400
630400 Postage/Freight	16,240	17,302	17,000	17,000	17,500
632001 City Copy Charges	4,450	4,076	4,500	4,500	4,500
632700 Miscellaneous Equipment	-	130	-	-	-
643100 Interpreter Services	50	20	-	-	-
Total Expense	<u>\$ 92,302</u>	<u>\$ 101,459</u>	<u>\$ 104,023</u>	<u>\$ 104,023</u>	<u>\$ 108,018</u>

DETAILED SUMMARY OF 2024 PROPOSED EXPENDITURES > \$15,000

Postage/Freight

Annual tax bill mailing	<u>\$ 17,500</u>
	<u>\$ 17,500</u>

**CITY OF APPLETON 2024 BUDGET
FINANCE DEPARTMENT**

Support Services

Business Unit 11530

PROGRAM MISSION

We will provide financial services and support to all City departments in order to assist them in meeting program delivery objectives, assuring compliance with government policies, and safeguarding the assets of the City.

PROGRAM NARRATIVE

Link to City Strategic Plan:

Implements Key Strategies # 1: "Responsibly deliver excellent services" and # 4: "Continually assess trends affecting the community and proactively respond".

Objectives:

- Serve as the collection point for all payroll data, process the City's payroll, and complete related reports

- Produce timely payments to employees and vendors to maintain a high level of credibility

- Continue to expand the use of credit card payments to suppliers in order to maximize annual rebates and streamline the vendor payment process

- Account for real and personal property taxes in a timely and efficient manner

- Provide administration of the City's accounts receivable and collection functions (NSF, collection agency, special assessments)

- Provide accurate service invoices for the City and produce reminder notices for delinquent accounts

- Provide financial reporting and coordinate the annual City audit

- Actively identify and pursue local and regional cooperative purchasing opportunities

- Provide departmental assistance in evaluating the financial implications of projects

Major changes in Revenue, Expenditures, or Programs:

No major changes

CITY OF APPLETON 2024 BUDGET

FINANCE DEPARTMENT

Support Services

Business Unit 11530

PROGRAM BUDGET SUMMARY

Description	Actual		Budget		
	2021	2022	Adopted 2023	Amended 2023	2024
Revenues					
503000 Damage to City Property	\$ 547	\$ -	\$ -	\$ -	\$ -
Total Revenue	\$ 547	\$ -	\$ -	\$ -	\$ -
Expenditures					
610100 Regular Salaries	\$ 409,882	\$ 425,274	\$ 437,880	\$ 437,880	\$ 435,510
610500 Overtime Wages	13,551	8,967	6,373	6,373	6,421
615000 Fringes	148,224	156,970	180,749	180,749	185,371
620600 Parking Permits	4,240	3,494	3,840	3,840	3,840
631603 Other Misc. Supplies	151	164	150	150	150
632002 Outside Printing	2,851	2,480	3,000	3,000	3,000
640100 Accounting/Audit Fees	22,259	6,206	19,000	19,000	19,000
640300 Bank Service Fees	53,597	57,090	54,000	54,000	54,000
641200 Advertising	748	1,078	800	800	800
641800 Equipment Repairs & Maint.	2,018	2,066	2,149	2,149	2,100
Total Expense	\$ 657,521	\$ 663,789	\$ 707,941	\$ 707,941	\$ 710,192

DETAILED SUMMARY OF 2024 PROPOSED EXPENDITURES > \$15,000

Accounting/Audit Fees

Annual financial audit	\$ 19,000
	<u>\$ 19,000</u>

Bank Services

Banking fees	\$ 15,000
Investment fees	39,000
	<u>\$ 54,000</u>

**CITY OF APPLETON 2024 BUDGET
FINANCE DEPARTMENT**

	2021 <u>ACTUAL</u>	2022 <u>ACTUAL</u>	2023 <u>YTD ACTUAL</u>	2023 <u>ORIG BUD</u>	2023 <u>REVISED BUD</u>	2024 <u>BUDGET</u>
Program Revenues						
480100 General Charges for Service	4,090	4,270	680	4,000	4,000	4,000
501000 Miscellaneous Revenue	15	-	1,003	-	-	-
503000 Damage to City Property	547	-	-	-	-	-
508500 Cash Short or Over	<u>182</u>	<u>349</u>	<u>(702)</u>	<u>-</u>	<u>-</u>	<u>-</u>
TOTAL PROGRAM REVENUES	4,834	4,619	981	4,000	4,000	4,000
Personnel						
610100 Regular Salaries	526,144	525,428	145,423	602,018	602,018	601,011
610500 Overtime Wages	15,854	9,186	3,674	7,273	7,273	7,323
611400 Sick Pay	20	61	-	-	-	-
611500 Vacation Pay	56,077	73,142	10,401	-	-	-
615000 Fringes	<u>203,126</u>	<u>213,723</u>	<u>61,064</u>	<u>233,749</u>	<u>233,749</u>	<u>242,151</u>
TOTAL PERSONNEL	801,221	821,540	220,562	843,040	843,040	850,485
Training~Travel						
620100 Training/Conferences	1,351	4,630	960	5,500	5,500	5,500
620400 Tuition Fees	203	-	-	-	-	-
620600 Parking Permits	<u>6,418</u>	<u>6,889</u>	<u>7,200</u>	<u>6,720</u>	<u>6,720</u>	<u>6,720</u>
TOTAL TRAINING / TRAVEL	7,972	11,519	8,160	12,220	12,220	12,220
Supplies						
630100 Office Supplies	4,222	2,196	262	2,000	2,000	2,000
630300 Memberships & Licenses	2,245	1,805	295	2,000	2,000	2,000
630400 Postage/Freight	16,146	17,302	715	17,000	17,000	17,500
630500 Awards & Recognition	239	24	246	210	210	210
631603 Other Misc. Supplies	151	164	-	150	150	150
632001 City Copy Charges	4,551	4,118	980	4,600	4,600	4,600
632002 Outside Printing	3,297	3,042	1,280	3,500	3,500	3,500
632700 Miscellaneous Equipment	<u>-</u>	<u>130</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
TOTAL SUPPLIES	30,851	28,781	3,778	29,460	29,460	29,960
Purchased Services						
640100 Accounting/Audit Fees	22,259	6,206	42,693	19,000	19,000	19,000
640300 Bank Service Fees	53,597	57,090	2,965	54,000	54,000	54,000
641200 Advertising	1,971	1,908	251	1,050	1,050	1,050
641307 Telephone	1,255	1,289	313	1,260	1,260	1,260
641800 Equipment Repairs & Maint.	2,018	2,066	276	2,149	2,149	2,100
643100 Interpreter Services	50	20	-	-	-	-
659900 Other Contracts/Obligation	<u>-</u>	<u>-</u>	<u>11,846</u>	<u>-</u>	<u>-</u>	<u>-</u>
TOTAL PURCHASED SVCS	81,150	68,579	58,344	77,459	77,459	77,410
TOTAL EXPENSE	<u>921,194</u>	<u>930,419</u>	<u>290,844</u>	<u>962,179</u>	<u>962,179</u>	<u>970,075</u>

CITY OF APPLETON 2024 BUDGET

RISK MANAGEMENT

Human Resources Director: Jay M. Ratchman

Deputy Director of Human Resources: Kim M. Kamp

CITY OF APPLETON 2024 BUDGET RISK MANAGEMENT

MISSION STATEMENT

To maximize the City's overall mission by eliminating, reducing or minimizing risk exposures through the use of innovative risk control, claims management, risk financing, regulatory compliance and a variety of programs designed to provide a safe and healthy workplace and community.

DISCUSSION OF SIGNIFICANT 2023 EVENTS

The Risk Management staff continued to manage organizational liability through a variety of efforts. Some of the highlights of 2023 includes:

- Continued to log safety data sheets and audit the system.
- Completed annual safety testing requirements including the respirator medical surveillance program and respirator fit testing for all employees who are required to wear respirators. Annual hearing tests were completed on-site in the fall to ensure compliance with the hearing conservation program.
- As of June 1, 2023, reviewed 64 special events to assure adequate risk transfer to the event sponsor.
- As of June 1, 2023, reviewed around 111 City service and construction contracts to ensure adequate risk transfer to the applicable contractor or vendor.
- Reviewed and suggested changes to the following policies: City Hall Emergency Procedures and Blood Borne Pathogens (annual review).
- As of June 1, 2023 completed building safety audits at the following locations: Parks, Recreation, and Facilities Management maintenance building and Schieg building.
- Pursued subrogation and restitution for damage to City property caused by third parties. As of June 1, 2023, \$20,356 has been recovered for losses that occurred in 2022 and 2023.
- Utilized data from risk information management system and various loss runs to identify loss-trend issues for the organization. This loss history information was reviewed with City leadership and included several suggested loss prevention and loss reduction strategies.
- Facilitated both Central and City Hall safety committee meetings. Attended several departmental safety committee meetings on a regular basis.
- Continued working with departments on root cause analysis of City accidents and incidents.
- Completed the following safety training during 2023: OSHA 30-hour course for various City supervisory staff (scheduled for early winter 2023), forklift train-the-trainer for various City personnel, various safety training for utilities department staff, driving safety review for Health and Community and Economic Development departments, and confined space training.
- Coordinated with CVMIC loss control representative on the following items: DPW and PRFM jobsite safety visits, fume hood inspections for Utilities and Police, multiple training sessions during DPW's safety training days, and playground safety inspection training for various parks maintenance staff.
- Coordinated with an industrial hygienist to perform air sampling and an assessment of these samples for lead and silica exposure for several work processes.
- Participated in several new employee and new supervisor training sessions where various risk management topics were covered.
- Utilized CVMIC's LEARN (web-based training system) to develop safety lesson plans for all City departments (except for the Fire Department). These lesson plans contained several required safety topics as well as various loss control topics (e.g., Defensive Driving, Protecting Municipal Employees for Opioid Exposure, etc).
- Formed committee to review and implement recommendations from the Appleton Police Department's security assessment for City Hall.
- Worked with City IT Department and commercial liability insurance carrier to correct issues with remote desktop system application. With these corrections, our 2023 deductible for cyber liability was reduced from \$400,000 per occurrence to \$200,000 per occurrence.

CITY OF APPLETON 2024 BUDGET RISK MANAGEMENT

MAJOR 2024 OBJECTIVES

Our key objective is to ensure that the City has sufficient insurance coverage and reserves for any type of claim, and to handle all claims and potential claims involving the City. Therefore, our focus will be on the development of new policies and revisions of existing policies consistent with this objective. In terms of insurance coverage and claims handling, we will:

Investigate and resolve all claims filed against the City.

Work with the Attorney's Office or outside counsel on workers' compensation claims and other unresolved claims.

Review all property, liability and workers' compensation insurance coverages.

Evaluate funding source adequacy, including charges for service for workers' compensation, property and liability coverages.

Conduct an actuarial analysis of our insurance fund to make sure adequate funding is available for potential litigation claims.

Continue to review certificate of insurance requirements to make sure risk of liability is reduced through contractual risk transfer in case of any claims against the City.

Work with insurance provider on a frequent basis to assess City buildings to make sure the value of our property is adequately covered for insurance purposes.

Continue to provide training for all applicable staff in the areas of safety and loss prevention via in-person or online instruction.

Monitor OSHA 300 log entries (listing of work-related injuries and illnesses) and send mandatory reports to the State.

Analyze property and casualty loss data and work with departments to develop appropriate courses of action to mitigate these losses.

Work with vendors such as CVMIC, or complete internally, to make sure all safety-related education is available to our employees.

Continue to stay aware of changing safety regulations to ensure the City is in compliance.

Continue to work with the Attorney's Office and applicable departments to review construction and service contracts to ensure proper risk transfer to the applicable contractor/vendor.

DEPARTMENT BUDGET SUMMARY

Programs		Actual		Budget			%
Unit	Title	2021	2022	Adopted 2023	Amended 2023	2024	Change *
Program Revenues		\$ 2,995,284	\$ 1,914,638	\$ 1,986,913	\$ 1,986,913	\$ 2,005,958	0.96%
Program Expenses							
6210	Property & Liability Mgt.	1,051,726	1,745,875	1,818,085	1,818,085	1,825,387	0.40%
6220	Loss Control	141,181	160,262	168,828	168,828	174,550	3.39%
Total Program Expenses		\$ 1,192,907	\$ 1,906,137	\$ 1,986,913	\$ 1,986,913	\$ 1,999,937	0.66%
Expenses Comprised Of:							
Personnel		311,846	359,086	398,804	398,804	405,566	1.70%
Training & Travel		2,419	1,684	9,300	9,300	9,300	0.00%
Supplies & Materials		3,557	4,710	5,965	5,965	5,965	0.00%
Purchased Services		688,013	726,219	792,844	792,844	799,106	0.79%
Miscellaneous Expense		187,072	814,438	780,000	780,000	780,000	0.00%
Full Time Equivalent Staff:							
Personnel allocated to programs		2.98	2.98	2.98	2.98	2.98	

* % change from prior year adopted budget
Risk Management.xls

**CITY OF APPLETON 2024 BUDGET
RISK MANAGEMENT**

Property & Liability Management

Business Unit 6210

PROGRAM MISSION

For the financial benefit of our citizens, we will proactively administer and manage a fiscally responsible risk management program.

PROGRAM NARRATIVE

Link to City Goals:

Implements Key Strategies #1: "Responsibly deliver excellent services", #2: "Encourage active community participation and involvement" and #4: "Continually assess trends affecting the community and proactively respond."

Objectives:

- Review all lines of insurance coverage for alternatives and cost reduction.
- Analyze statistical data and develop programs to reduce exposures.
- Proactively train and educate employees regarding risk management, safety and other loss control measures.
- Review discounting opportunities for workers' compensation claims.
- Review City contracts for adequate insurance requirements and proof of insurance.
- Thoroughly review and process all property/casualty losses to reduce the City's total cost of risk.
- Review special events for potential liability exposures, insurance requirements and proof of insurance (if required).

Major changes in Revenue, Expenditures, or Programs:

Our property package premiums and liability insurance premiums are increasing in 2024 largely due to the following: a) Both property and liability premiums are being impacted by the volatility in the secondary or re-insurance markets created by ongoing supply chain disruptions, labor shortages, record-setting inflation trends, growing possibility of a recession, unprecedented large civil lawsuit settlements and large-scale international events (e.g., Ukraine/Russia war) and b) the City has incurred several large property losses since 2019. It is anticipated that these insurance rates will continue to rise beyond 2024.

Within the insurance expense line, excluding WC TPA fees, premiums have decreased as Cities and Villages Mutual Insurance Company (CVMIC) has recently hired a new insurance broker which has been able to obtain more competitive pricing for these coverages. However, WC TPA fees are increasing, as per our written contract with CVMIC, which allows for a 7.5% increase from year to year, and also due to the City's claim frequency.

**CITY OF APPLETON 2024 BUDGET
RISK MANAGEMENT**

Property & Liability Management

Business Unit 6210

PROGRAM BUDGET SUMMARY

Description	Actual		Budget		
	2021	2022	Adopted 2023	Amended 2023	2024
Revenues					
471000 Interest on Investments (Loss)	\$ (5,646)	\$ (24,629)	\$ -	\$ -	\$ -
480100 General Charges for Svc	1,641,795	1,872,348	1,930,566	1,930,566	1,950,958
503500 Other Reimbursements	59,135	66,919	56,347	56,347	55,000
592100 Transfer In - General Fund	1,300,000	-	-	-	-
Total Revenue	\$ 2,995,284	\$ 1,914,638	\$ 1,986,913	\$ 1,986,913	\$ 2,005,958
Expenses					
610100 Regular Salaries	\$ 169,512	\$ 183,316	\$ 192,535	\$ 192,535	\$ 191,888
610500 Overtime Wages	197	578	-	-	-
615000 Fringes	22,694	36,282	62,866	62,866	64,553
620600 Parking Permits	1,260	1,260	1,440	1,440	1,440
630100 Office Supplies	708	1,018	1,000	1,000	1,000
632700 Miscellaneous Equipment	-	97	300	300	300
640100 Accounting/Audit Fees	1,779	1,784	1,500	1,500	1,500
640300 Bank Service Fees	286	487	-	-	-
640400 Consulting Services	25,419	7,995	8,300	8,300	8,300
650100 Insurance	642,798	698,620	770,144	770,144	776,406
662600 Uninsured Losses	(338,135)	304,440	160,000	160,000	160,000
662700 Uninsured Losses - W/C	525,208	509,998	620,000	620,000	620,000
Total Expense	\$ 1,051,726	\$ 1,745,875	\$ 1,818,085	\$ 1,818,085	\$ 1,825,387

DETAILED SUMMARY OF 2024 PROPOSED EXPENDITURES > \$15,000

Insurance		Uninsured Losses - W/C	
Liability	\$ 113,126	Police Department	\$ 133,867
Crime	4,182	Fire Department	91,794
Excess liability	7,989	Public Works Department	66,359
Cyber liability	-	Valley Transit	58,650
Employment practice	30,869	Library	43,507
Volunteer Blanket Accident	966	Water Utility	33,590
Equipment breakdown	26,281	Wastewater Utility	28,110
Package property	383,156	Stormwater Utility	19,640
Auto physical damage	58,201	Community Development	18,437
WC TPA & fees	18,500	Parks & Recreation Dept	17,269
Excess workers' compensation	133,136	Sanitation Department	17,090
	<u>\$ 776,406</u>	CEA	14,280
		Health Department	13,844
Uninsured Losses		Facilities Management	11,460
General liability	\$ 60,000	Parking Utility	10,120
Automobile	100,000	Information Technology	9,753
	<u>\$ 160,000</u>	Finance Department	8,794
		Human Resource Dept	8,733
		Legal Services Dept	8,287
		Mayor's Office	3,825
		Reid Golf Course	2,591
			<u>\$ 620,000</u>

**CITY OF APPLETON 2024 BUDGET
RISK MANAGEMENT**

Safety/Loss Prevention

Business Unit 6220

PROGRAM MISSION

For the benefit of City employees, we will identify, educate and promote loss prevention programs in order to provide a safe and healthy work environment.

PROGRAM NARRATIVE

Link to City Goals:

Implements Key Strategies #1: "Responsibly deliver excellent services", and #3: "Recognize and grow everyone's talents."

Objectives:

Participate in new employee orientation and new supervisor orientation classes.

Continue to conduct or facilitate required safety training for employees and authorized volunteers.

Continue to conduct or facilitate other loss control training for all employees and authorized volunteers.

Attend departmental safety committee meetings.

Facilitate central safety committee meetings and executive safety committee meetings.

Respond to and document ergonomic concerns and implement solutions.

Facilitate annual hearing tests on required personnel.

Facilitate annual lead testing.

Review and develop programs to promote safety, reduce injuries and reduce claims.

Facilitate annual respirator fit testing and obtain proper medical clearance for employee respirator usage.

Provide comprehensive safety training to help educate supervisors and employees in identifying and stopping potential hazards in the workplace such as offering OSHA 10-hour and OSHA 30-hour training courses.

Continue to conduct safety audits of City buildings to identify safety hazards.

Continue to review all injury and accident reports as well as workers' compensation and liability loss runs to identify potential loss control measures to prevent accident or injury re-occurrence.

Major changes in Revenue, Expenditures, or Programs:

No major changes.

**CITY OF APPLETON 2024 BUDGET
RISK MANAGEMENT**

Safety/Loss Prevention

Business Unit 6220

PROGRAM BUDGET SUMMARY

Description	Actual		Budget		
	2021	2022	Adopted 2023	Amended 2023	2024
Expenses					
610100 Regular Salaries	\$ 84,436	\$ 99,673	\$ 105,651	\$ 105,651	\$ 108,818
610500 Overtime Wages	66	-	-	-	-
615000 Fringes	34,940	39,237	37,752	37,752	40,307
620100 Training/Conferences	1,099	34	7,500	7,500	7,500
620200 Mileage Reimbursement	60	390	360	360	360
630300 Memberships & Licenses	100	125	125	125	125
630500 Awards & Recognition	-	-	140	140	140
630700 Food & Provisions	458	252	1,400	1,400	1,400
631500 Books & Library Materials	-	150	150	150	150
632001 City Copy Charges	2,013	2,386	2,300	2,300	2,300
632002 Outside Printing	91	200	200	200	200
632300 Safety Supplies	82	249	100	100	100
632700 Miscellaneous Equipment	105	233	250	250	250
640400 Consulting Services	15,829	15,428	11,000	11,000	11,000
641307 Telephone	102	105	100	100	100
659900 Other Contracts/Obligation	1,800	1,800	1,800	1,800	1,800
Total Expense	\$ 141,181	\$ 160,262	\$ 168,828	\$ 168,828	\$ 174,550

DETAILED SUMMARY OF 2024 PROPOSED EXPENDITURES > \$15,000

None

**CITY OF APPLETON 2024 BUDGET
RISK MANAGEMENT**

	2021 <u>ACTUAL</u>	2022 <u>ACTUAL</u>	2023 <u>YTD ACTUAL</u>	2023 <u>ORIG BUD</u>	2023 <u>REVISED BUD</u>	2024 <u>BUDGET</u>
Program Revenues						
471000 Interest on Investments	(5,645)	(24,629)	1,441	-	-	-
480100 General Charges for Service	1,641,795	1,872,348	643,524	1,930,566	1,930,566	1,950,958
503500 Other Reimbursements	59,136	66,919	56,399	56,347	56,347	55,000
592100 Transfer In - General Fund	<u>1,300,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
TOTAL PROGRAM REVENUES	2,995,286	1,914,638	701,364	1,986,913	1,986,913	2,005,958
Personnel						
610100 Regular Salaries	253,952	282,989	85,879	298,186	298,186	300,706
610500 Overtime Wages	262	578	687	-	-	-
615000 Fringes	88,568	99,842	31,216	100,618	100,618	104,860
617000 Pension Expense	(27,457)	(26,066)	-	-	-	-
617100 OPEB Expense	<u>(3,479)</u>	<u>1,743</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
TOTAL PERSONNEL	311,846	359,086	117,782	398,804	398,804	405,566
Training~Travel						
620100 Training/Conferences	1,099	34	2,161	7,500	7,500	7,500
620200 Mileage Reimbursement	60	390	120	360	360	360
620600 Parking Permits	<u>1,260</u>	<u>1,260</u>	<u>1,440</u>	<u>1,440</u>	<u>1,440</u>	<u>1,440</u>
TOTAL TRAINING / TRAVEL	2,419	1,684	3,721	9,300	9,300	9,300
Supplies						
630100 Office Supplies	708	1,018	165	1,000	1,000	1,000
630300 Memberships & Licenses	100	125	125	125	125	125
630500 Awards & Recognition	-	-	41	140	140	140
630700 Food & Provisions	458	252	1,034	1,400	1,400	1,400
631500 Books & Library Materials	-	150	-	150	150	150
632001 City Copy Charges	2,013	2,386	670	2,300	2,300	2,300
632002 Outside Printing	91	200	-	200	200	200
632300 Safety Supplies	82	249	-	100	100	100
632700 Miscellaneous Equipment	<u>105</u>	<u>330</u>	<u>-</u>	<u>550</u>	<u>550</u>	<u>550</u>
TOTAL SUPPLIES	3,557	4,710	2,035	5,965	5,965	5,965
Purchased Services						
640100 Accounting/Audit Fees	1,779	1,784	-	1,500	1,500	1,500
640300 Bank Service Fees	286	487	-	-	-	-
640400 Consulting Services	41,248	23,423	1,812	19,300	19,300	19,300
641307 Telephone	102	105	25	100	100	100
650100 Insurance	642,798	698,620	694,386	770,144	770,144	776,406
659900 Other Contracts/Obligation	<u>1,800</u>	<u>1,800</u>	<u>1,800</u>	<u>1,800</u>	<u>1,800</u>	<u>1,800</u>
TOTAL PURCHASED SVCS	688,013	726,219	698,023	792,844	792,844	799,106
Miscellaneous Expense						
662600 Uninsured Losses	(338,136)	304,440	11,649	160,000	160,000	160,000
662700 Uninsured Losses - Workers' Comp	<u>525,208</u>	<u>509,998</u>	<u>130,301</u>	<u>620,000</u>	<u>620,000</u>	<u>620,000</u>
TOTAL MISCELLANEOUS	187,072	814,438	141,950	780,000	780,000	780,000
TOTAL EXPENSE	<u>1,192,907</u>	<u>1,906,137</u>	<u>963,511</u>	<u>1,986,913</u>	<u>1,986,913</u>	<u>1,999,937</u>

CITY OF APPLETON 2024 BUDGET
RISK MANAGEMENT FUND
STATEMENT OF REVENUES, EXPENSES AND CHANGES IN FUND NET ASSETS

Revenues	2021 Actual	2022 Actual	2023 Budget	2023 Projected	2024 Budget
Charges for Services	\$ 1,641,795	\$ 1,872,348	\$ 1,930,566	\$ 1,930,566	\$ 1,950,958
Other	59,135	66,919	56,347	56,347	55,000
Total Revenues	<u>1,700,930</u>	<u>1,939,267</u>	<u>1,986,913</u>	<u>1,986,913</u>	<u>2,005,958</u>
Expenses					
Operating Expenses	1,192,907	1,906,137	1,986,913	1,986,913	1,999,937
Total Expenses	<u>1,192,907</u>	<u>1,906,137</u>	<u>1,986,913</u>	<u>1,986,913</u>	<u>1,999,937</u>
Operating Income (Loss)	508,023	33,130	-	-	6,021
Non-Operating Revenues (Expenses)					
Investment Income	(5,646)	(24,629)	-	-	-
Other Non-Operating Income	1,300,000	-	-	-	-
Insurance Proceeds - Fox River	-	-	-	-	-
Transfer In - General Fund	-	-	-	-	-
Total Non-Operating	<u>1,294,354</u>	<u>(24,629)</u>	<u>-</u>	<u>-</u>	<u>-</u>
Change in Net Assets	1,802,377	8,501	-	-	6,021
Fund Balance - Beginning	<u>(847,482)</u>	<u>954,895</u>	<u>963,396</u>	<u>963,396</u>	<u>963,396</u>
Fund Balance - Ending	<u>\$ 954,895</u>	<u>\$ 963,396</u>	<u>\$ 963,396</u>	<u>\$ 963,396</u>	<u>\$ 969,417</u>

SCHEDULE OF CASH FLOWS

Cash - Beginning of Year	\$ 1,526,323	\$ 1,526,323
+ Change in Net Assets	<u>-</u>	<u>6,021</u>
Working Cash - End of Year	<u>\$ 1,526,323</u>	<u>\$ 1,532,344</u>

