



City of Appleton

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

Meeting Agenda - Final Appleton Redevelopment Authority

Wednesday, March 13, 2024

9:00 AM

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

[24-0270](#) ARA Minutes from 2-14-24

Attachments: [ARA Minutes 2-14-24.pdf](#)

5. Public Hearing/Appearances

7. Information Items

[24-0271](#) Welcome new appointment, Richard Carpenter, to the ARA

Attachments: [24-0235 - Confirmation of Appointments 3.6.2024.pdf](#)

[24-0272](#) Limited License Agreement Between ARA and The Boldt Company for the vacant parcel of land located south of W. Franklin Street, east of N. Appleton Street and immediately north of the Valley Transit Transit Center in Appleton

Attachments: [0111 - Boldt License Agrm - FULLY EXECUTED.pdf](#)

[24-0273](#) Redevelopment Opportunity Mapping Exercise

[24-0274](#) Requests for Future Agenda Items

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.

Any questions about items on this meeting are to be directed to Kara Homan, Director, Community and Economic Development Department at 920-832-6468.

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



Meeting Minutes - Final
Appleton Redevelopment Authority

Wednesday, February 14, 2024

9:00 AM

Council Chambers, 6th Floor

1. Call meeting to order

Chair Downs called the meeting to order at 9:00 a.m.

2. Pledge of Allegiance

3. Roll call of membership

Present: 6 - Downs, Fisher, Van Dyke, Brokl, Higgins and Alderperson Thyssen

Others present:

Dean Gazza, Director of Parks, Rec & Facilities Management

Tom Flick, Deputy Director of Parks, Rec & Facilities Management

4. Approval of minutes from previous meeting

[24-0137](#)

ARA Minutes from 11-29-23

Attachments: [ARA Minutes 11-29-23.pdf](#)

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

Aye: 6 - Downs, Fisher, Van Dyke, Brokl, Higgins and Alderperson Thyssen

5. Public Hearing/Appearances

6. Action Items

[24-0138](#)

Request to approve one (1) vacated Hotelier Appointment, one (1) Hotelier Reappointment, and one (1) ARA Member Reappointment to the ARA Exhibition Center Advisory Committee

Attachments: [ARA EC Adv Comm Appt + Re-Appts Memo 2-14-24 .pdf](#)

[ARA Exhibition Center Advisory Committee 2016 Appointments-Nov_2023.pdf](#)

Brokl moved, seconded by Van Dyke, that the appointment and reappointments to the ARA Exhibition Center Advisory Committee be approved. Roll Call. Motion carried by the following vote:

Aye: 6 - Downs, Fisher, Van Dyke, Brokl, Higgins and Alderperson Thyssen

[24-0139](#)

The Appleton Redevelopment Authority may go into closed session pursuant to Wis Stat §19.85(1)(e) for the purpose of deliberating or negotiating real estate agreements and the investment of public funds related to a property located in the Central Business District of the City of Appleton and then reconvene into open session

The Appleton Redevelopment Authority went into Closed Session at 9:03 a.m.

Fisher moved, seconded by Van Dyke, to convene in Closed Session be approved. Roll Call. Motion carried by the following vote:

Aye: 6 - Downs, Fisher, Van Dyke, Brokl, Higgins and Alderperson Thyssen

Discussion was held and the Appleton Redevelopment Authority reconvened into Open Session at 9:45 a.m.

7. Information Items

[24-0140](#)

Status Update; Recruitment of ARA Vacancy

Attachments: [ARA Position Vacancy Recruitment Update 2-14-24.pdf](#)

This item was presented.

[24-0141](#)

Presentation on Redevelopment Authority Powers & Duties; Planning & Land Acquisition Process

Attachments: [ARA Presentation 2-14-24.pdf](#)

This item was presented and discussed.

[24-0143](#)

Requests for Future Agenda Items

This item was presented and discussed.

8. Adjournment

Van Dyke moved, seconded by Fisher, that the meeting be adjourned at 10:12 a.m. Roll Call. Motion carried by the following vote:

Aye: 6 - Downs, Fisher, Van Dyke, Brokl, Higgins and Alderperson Thyssen



CITY OF APPLETON

Date: March 6, 2024
To: Members of the Common Council
From: Mayor Jacob A. Woodford
Subject: Confirmation of Appointments

It is with pleasure that I present the following recommendations for your confirmation at the March 6, 2024, Common Council meeting.

Advisory Panel on Sustainability and Climate Resilience – Reappointments

Michelle Bachaus	Term Ends December 2025
Charlie Goff	Term Ends December 2025
Samuel Gunderson	Term Ends December 2025

Appleton Housing Authority – Reappointment

Patrick DeWall	Term Ends December 2028
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Appleton Redevelopment Authority

Anne Higgins	Reappointment	Term Ends November 2028
Todd Brokl	Reappointment	Term Ends November 2028
James Van Dyke	Reappointment	Term Ends November 2028
Richard Carpenter	New Appointment	Term Ends November 2028

Bicycle & Pedestrian Advisory Committee – Reappointments

Bill Moore	Term Ends December 2026
Joseph Pynenberg	Term Ends December 2026

Business Improvement District Board of Directors – Reappointments

Brad Schwebs	Term Ends December 2026
Walter Schonfeld	Term Ends December 2026

Parades Committee – Reappointments

Memorial Day	Corey Otis	Term Ends December 2024
Flag Day	Corey Otis	Term Ends December 2024
Holiday Parade	Corey Otis	Term Ends December 2024

LIMITED LICENSE AGREEMENT

This Limited License Agreement (the “Agreement”) is made by and between the **City of Appleton Redevelopment Authority** (“Licensor”) and **The Boldt Company**, 2121 East Capitol Drive, Appleton, WI 54911 (“Licensee”).

RECITALS

WHEREAS, Licensor is the fee owner of a vacant parcel of land located south of West Franklin Street, east of North Appleton Street and immediately north of the Valley Transit Center in Appleton, Wisconsin.

WHEREAS, Licensee desires to use a portion of the aforementioned parcel (the “Licensed Area”), generally as identified on the attached Exhibit A, for staging job boxes and temporary storage of materials and equipment.

WHEREAS, Licensor is willing to grant and Licensee wishes to receive a revocable, limited, non-exclusive license over the Licensed Area for the benefit of Licensee all as more fully set forth herein.

AGREEMENT

NOW, THEREFORE, the parties agree as follows:

1. The license granted herein to Licensee shall commence on the date of full execution of this Agreement and terminate on September 30, 2024 (the “Term”) unless extended by mutual agreement.

2. Licensor hereby grants to Licensee a non-exclusive limited license to enter upon the Licensed Area during the Term solely for the purpose of staging job boxes and temporary storage of materials and equipment, and for no other purpose without the prior express written consent of Licensor. Licensee acknowledges and agrees that any and all activities conducted by Licensee or Licensee’s employees, agents, representatives or contractors shall be solely at the risk of Licensee. **Notwithstanding the foregoing, Licensor has the right to terminate this Agreement without cause on ten (10) days’ prior written notice to Licensee.**

3. In exchange for other good and valuable consideration, Licensor waives any fee owed by Licensee for the initial term of this Agreement.

4. Licensee shall, without any cost to Licensor, provide all planning and arrangements for, and conduct the due diligence investigations and all of its associated physical preparations and activities for all activities on the Licensed Area. For all activities carried out on the Licensed Area pursuant to this license and this Agreement, Licensee shall provide adequate security, personnel and management so that such activities shall be carried out without material damage to any property (including Licensor’s property), injury to persons or impairment to the environment. Licensee shall conduct all activities on the Licensed Area, and shall cause its employees, agents,

representatives and contractors to conduct their activities on the Licensed Area, with due care for the health and safety of persons and the protection of property and the environment.

5. Licensee agrees not to cause or permit any lien to be filed against the Licensed Area and shall indemnify and hold Licensor harmless from and against any and all such claims and liens arising out of the activities of Licensee, its employees, agents, representatives, contractors, subcontractors and the like at or upon the Licensed Area.

6. Licensee shall, at its sole cost, obtain and maintain in effect all licenses, permits, consents and authorizations of federal, state and local authorities which may be necessary, required or appropriate for all activities of Licensee and its employees, agents, representatives and contractors at or upon the Licensed Area.

7. **Licensor makes no representations, warranties or covenants of any nature whatsoever regarding the condition of the Licensed Area or its suitability for the activities planned by Licensee, and Licensee accepts the Licensed Area in “as is” condition with all faults latent or apparent. Licensee agrees that Licensor shall not be required to undertake or exercise any duty of care or other safeguards with respect to the Licensed Area or for the safety of persons or for the prevention of damage to property in connection with any activities of Licensee on or about the Licensed Area.**

8. Any equipment, materials or facilities temporarily placed on the Licensed Area by or for Licensee shall be installed, kept and maintained by Licensee in a safe and secure condition and in compliance with all applicable federal, state and municipal laws, regulations, ordinances and orders. All activities of Licensee and its employees, agents, representatives, contractors and subcontractors on and about the Licensed Area shall be conducted in compliance with all applicable federal, state and municipal laws, regulations, ordinances and orders.

9. At all times during the Term, Licensee shall keep the Licensed Area and everything thereon in a clean, safe and orderly condition and shall keep the Licensed Area and its surroundings clean and free from trash, rubbish, waste and debris. **Before expiration of the Term, Licensee shall remove all materials, equipment, personal property and other items of any nature which were placed or brought upon the Licensed Area by or for Licensee; and Licensee shall leave and surrender the Licensed Area in the same or better condition as it was in at the beginning of the Term, including without limitation fixing any ruts, reseeding and periodic watering of the Licensed Area until grass is reestablished.** If any repairs or restoration should be necessary in order to return the Licensed Area or any part thereof to such condition, such work shall be promptly performed by Licensee, at its sole cost and to Licensor’s satisfaction.

10. Licensee shall not cause or permit any Hazardous Substance to be used, stored, generated or disposed of on or in the Licensed Area by Licensee, Licensee’s agents, employees, contractors or invitees, without first obtaining Licensor’s written consent. If Hazardous Substances other than those approved by Licensor herein are used, stored, generated or disposed of on or in the Licensed Area, or if the premises become contaminated in any manner for which Licensee is liable, Licensee shall indemnify and hold harmless Licensor from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, a decrease in

value of the premises, damages due to loss or restriction of rentable or usable space, or any damages due to adverse impact on marketing of the space, and any and all sums paid for settlement of claims, attorney fees, consultant and expert fees) arising during or after the Term and arising as a result of such contamination by Licensee. This indemnification includes, without limitation, any and all costs incurred due to any investigation of the site or any cleanup, removal or restoration mandated by a federal, state or local agency or political subdivision. Without limitation of the foregoing, if Licensee causes or permits the presence of any Hazardous Substance on the Licensed Area and such result in contamination, Licensee shall promptly, at its sole expense, take any and all necessary actions to return the Licensed Area to the condition existing prior to the presence of any such Hazardous Substance on the Licensed Area. Licensee shall first obtain Licensor's approval of any such remedial action. As used herein, "Hazardous Substance" includes any and all material or substances which are classified as "hazardous waste," "extremely hazardous waste," "hazardous materials," "hazardous substance," or any equivalent classification pursuant to state, federal, or local governmental law.

11. At its sole cost, Licensee shall procure Commercial General Liability Insurance and shall maintain it in force and effect throughout the Term of this Agreement. This insurance shall insure Licensor and Licensee from all claims, demands, or actions made by or on behalf of any person or entity arising from, related to, or connected with the conduct and operation of Licensee's business on the Licensed Area. This insurance shall have minimum limits of not less than a Combined Single Limit for Bodily Injury, Property Damage and Personal Injury Liability of \$2,000,000 per occurrence and \$3,000,000 aggregate. This insurance shall be the Primary Policy for any and all claims arising out of or relating to Licensee's use of the Licensed Area. **Prior to occupying the Licensed Area, Licensee shall furnish Licensor with certificates showing compliance with this provision and naming Licensor as a primary and non-contributory additional insured.** In addition, throughout the Term Licensee shall maintain any and all worker's compensation insurance required by statute.

12. Licensee shall be liable for, and shall defend, indemnify and hold harmless Licensor, its officials, directors, officers, employees and agents (collectively, the "Indemnitees"), from and against any and all liability, claims, suits, judgments, damages, losses, costs and expenses (including costs of defense and reasonable attorney's fees), which any or all of said Indemnitees may suffer, incur, be exposed to, be responsible for or pay, on account of any injury to or death of any person, or damage to or loss or destruction of any property, to the extent caused by Licensee (or any of its employees, agents, representatives, contractors or subcontractors) and arising out of or in connection with this License or the exercise of any license or privilege herein granted or the conduct of any activity on or about the Licensed Area or any act or omission of Licensee (or any of its employees, agents, representatives, contractors or subcontractors).

13. This Agreement is an independent agreement between the parties hereto and it shall not be deemed or construed to be an agreement to lease or purchase the Licensed Area.

14. Licensee may not and shall not assign this Agreement or the license and privileges hereunder, or delegate any of the Licensee's duties and obligations hereunder,

without the prior written consent of Licensor and any attempted assignment or delegation without such prior written consent of Licensor shall be void.

15. Licensee consents to Licensor's agents being granted access to the licensed area for the purpose of testing, maintaining, inspecting or removing monitoring wells located within the Licensed Area. Access shall be granted as soon as practicable upon request. Licensee also agrees to coordinate its use of the Licensed Area with Licensor's agent to ensure that access wells remain accessible.

16. This Agreement shall not become effective or binding unless and until it has been signed by or on behalf of each of the parties hereto. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any facsimile or electronic transmission of this Agreement, signed by either or both parties hereto shall be considered to have the same legal effect as the original and shall be treated in all manner and respects as if the original had been delivered at the time of such facsimile or electronic transmission.

17. Any notices, deliveries and other communications required under this Agreement, and any other communication which either Licensor or Licensee may desire to deliver to the other, shall be in writing and shall be sent by first-class United States mail (postage prepaid), by nationally-recognized overnight courier, by electronic mail, or by facsimile transmission provided that the original is immediately sent by another method specified herein, in each instance directed, addressed and transmitted or sent as follows:

If to Licensor: City of Appleton
Attn: Director of Parks, Recreation, Facilities & Grounds
100 North Appleton Street
Appleton, WI 54911
Phone Number: 920-832-5572

With a copy to:
City of Appleton
Attn: City Attorney
100 North Appleton Street
Appleton, WI 54911
Phone Number: 920-832-6423

If to Licensee: The Boldt Company
Attn: Linda Danielski
2121 East Capitol Drive
Appleton, WI 54911
Phone Number: 715-496-7112

Either party may by like notice at any time and from time to time designate a different address to which notices shall be sent. Such notices, demands or declarations shall be deemed

sufficiently served or given for all purposes hereunder at the time they shall be mailed by United States mail, overnight courier, electronic mail, or facsimile as aforesaid.

18. Licensee shall be in default in the event that Licensee: fails in the payment of fees, if any, or fails in any other charge hereunder; or fails to comply with any other term or condition of this Agreement; or fails to leave the Licensed Area at the end of the Term in the original or better condition; or permits a lien to be filed against the Licensed Area. In the event of any default Licenser shall, at its option, have the right to terminate this Agreement, in addition to any other remedies which are available to Licenser. In the event that Licensee is in default under any other agreement entered into between Licenser and Licensee, then Licensee shall also be in default under this Agreement and Licenser shall, at its option, have the right to terminate this Agreement, in addition to any other remedies which are available to Licenser.

19. The signatories to this Agreement hereby warrant and represent that they have the full authority to execute this Agreement bind their respective entities to all the terms and conditions outlined herein.

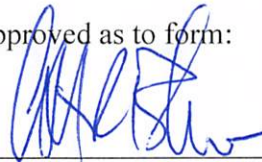
IN WITNESS WHEREOF, each of the parties hereto has caused this Limited License Agreement to be signed and executed on its behalf as of the day and year first above written.

Dated this 4th day of March, 2024

City of Appleton Redevelopment Authority, Licenser:

By: Kara Homan 3/4/2024
Kara Homan, Executive Director

Approved as to form:



Christopher R. Behrens, City Attorney
City Law A24-0111

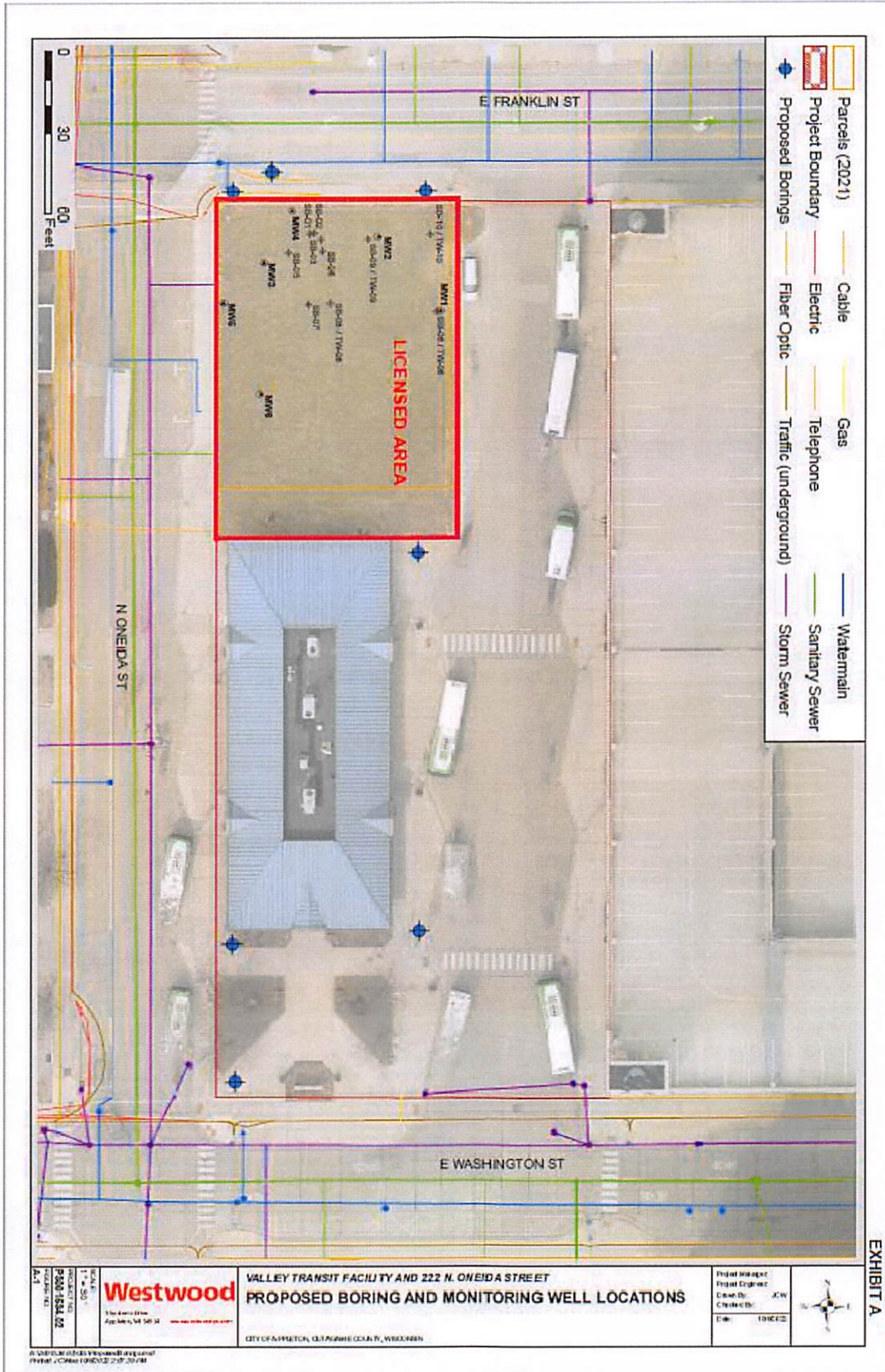
The Boldt Company, Licensee:

By: Dan Schmitz
Printed Name: Dan Schmitz
Title: Senior Buyer

Digitally signed by Dan Schmitz
DN: C=US,
E=dan.schmitz@boldt.com, O=The
Boldt Company, OU=National
Power and Industrial, CN=Dan
Schmitz
Date: 2024.03.01 10:21:01-06'00'

By: _____
Printed Name: _____
Title: _____

EXHIBIT A





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/05/2024

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

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


PRODUCER Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C. No. Ext): 1-877-945-7378 FAX (A/C. No.): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED The Boldt Company PO Box 419 Appleton, WI 549120419	INSURER A: Greenwich Insurance Company NAIC #: 22322	
	INSURER B: XL Insurance America Inc NAIC #: 24554	
	INSURER C: XL Specialty Insurance Company NAIC #: 37885	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER: W32847087** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			CGD740992404	12/31/2023	12/31/2024	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> AUTOS ONLY <small>Comp/Co11 Ded</small>			CAH740992504	12/31/2023	12/31/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB			US00095951LI23A	12/31/2023	12/31/2024	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	CWD740991804	12/31/2023	12/31/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Excess Workers Compensation Michigan			CWE740992104	12/31/2023	12/31/2024	See Below

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
This Voids and Replaces Previously Issued Certificate Dated 02/26/2024 WITH ID: W32714944.
SEE ATTACHED

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



ADDITIONAL REMARKS SCHEDULE

AGENCY Willis Towers Watson Midwest, Inc.		NAMED INSURED The Boldt Company PO Box 419 Appleton, WI 549120419	
POLICY NUMBER See Page 1		NAIC CODE See Page 1	
CARRIER See Page 1		EFFECTIVE DATE: See Page 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

City of Appleton and Appleton Redevelopment Authority are included as Additional Insureds as respects to General Liability, Auto Liability and Umbrella/Excess Liability as per signed written contract.

General Liability, Auto Liability and Umbrella/Excess Liability policies shall be Primary and Non-contributory with any other insurance in force for or which may be purchased by Additional Insured as per signed written contract.

INSURER AFFORDING COVERAGE: XL Specialty Insurance Company NAIC#: 37885
 POLICY NUMBER: CWE740992104 EFF DATE: 12/31/2023 EXP DATE: 12/31/2024

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Excess Workers Compensation Michigan	E.L. Each Accident	\$1,000,000
	E.L. Disease-Each Emp	\$1,000,000
	E.L. Disease-Pol Lmt	\$1,000,000

ADDITIONAL REMARKS:
 Excess Workers Compensation Michigan: Statutory Benefits; Retention \$500,000.

INSURER AFFORDING COVERAGE: XL Specialty Insurance Company NAIC#: 37885
 POLICY NUMBER: CWE740992004 EFF DATE: 12/31/2023 EXP DATE: 12/31/2024

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Excess Workers Compensation Oklahoma & Minnesota	E.L. Each Accident	\$1,000,000
	E.L. Disease-Each Emp	\$1,000,000
	E.L. Disease-Pol Lmt	\$1,000,000

ADDITIONAL REMARKS:
 Excess Workers Compensation Oklahoma & Minnesota: This policy covers Minnesota for Employers Liability only. Minnesota Excess Workers Compensation Policy is written through the MN Workers Compensation Rating Association with a \$500,000 Retention. Oklahoma with \$500,000 Retention.

INSURER AFFORDING COVERAGE: XL Specialty Insurance Company NAIC#: 37885
 POLICY NUMBER: CWE740991904 EFF DATE: 12/31/2023 EXP DATE: 12/31/2024

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Excess Workers Compensation Wisconsin	E.L. Each Accident	\$1,000,000
	E.L. Disease-Each Emp	\$1,000,000
	E.L. Disease-Pol Lmt	\$1,000,000

ADDITIONAL REMARKS:
 Excess Workers Compensation Wisconsin: Statutory Benefits; Retention \$500,000.

ENDORSEMENT #

This endorsement, effective 12:01 a.m., 12/31/23, forms a part of
Policy No. CGD740992404 issued to THE BOLDT COMPANY
by GREENWICH INSURANCE COMPANY .

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS –
SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION, OTHER THAN AN ARCHITECT, ENGINEER OR SURVEYOR, WHOM YOU ARE REQUIRED TO ADD AS AN ADDITIONAL INSURED UNDER THIS POLICY UNDER A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO LOSS BUT ONLY WHEN THE CONTRACT DEMAND SPECIFIES ISO 2004 EDITION FORMS OR EQUIVALENT.	Various as required per written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

All other terms and conditions of this policy remain unchanged.

ENDORSEMENT #

This endorsement, effective 12:01 a.m., 12/31/23 , forms a part of
Policy No. CGD740992404 issued to THE BOLDT COMPANY
by GREENWICH INSURANCE COMPANY .

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION, OTHER THAN AN ARCHITECT, ENGINEER OR SURVEYOR, WHOM YOU ARE REQUIRED TO ADD AS AN ADDITIONAL INSURED UNDER THIS POLICY UNDER A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO LOSS BUT ONLY WHEN THE CONTRACT DEMAND SPECIFIES ISO 2004 EDITION FORMS OR EQUIVALENT.	Various as required per written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

All other terms and conditions of this policy remain unchanged.

ENDORSEMENT #

This endorsement, effective 12:01 a.m., 12/31/23 forms a part of
Policy No. CGD740992404 issued to THE BOLDT COMPANY
by GREENWICH INSURANCE COMPANY .

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION NOTIFICATION TO OTHERS ENDORSEMENT

In the event coverage is cancelled for any statutorily permitted reason, other than nonpayment of premium, advanced written notice will be mailed or delivered to person(s) or entity(ies) according to the notification schedule shown below:

Name of Person(s) or Entity(ies)	Mailing Address:	Number of Days Advanced Notice of Cancellation:
As Per Schedule on File with		30
Willis Towers Watson		

All other terms and conditions of the Policy remain unchanged.

ENDORSEMENT #

This endorsement, effective 12:01 a.m., 12/31/2023 forms a part of
Policy No. CAH740992504 issued to THE BOLDT COMPANY
by GREENWICH INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION NOTIFICATION TO OTHERS ENDORSEMENT

In the event coverage is cancelled for any statutorily permitted reason, other than nonpayment of premium, advanced written notice will be mailed or delivered to person(s) or entity(ies) according to the notification schedule shown below:

Name of Person(s) or Entity(ies)	Mailing Address:	Number of Days Advanced Notice of Cancellation:
As Per Schedule on File with Willis Towers Watson		30

All other terms and conditions of the Policy remain unchanged.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against you obtained after trial. We will not be liable for damages that are not payable under the terms of this policy or that are in excess of the applicable limit of this policy. An agreed settlement means a settlement and release of liability signed by us, you and the claimant or the claimant's legal representative.

G. First Named Insured Responsibilities and Duties

The Named Insured first listed in Item 1 of the Declarations will be responsible for and act on behalf of all "Insureds" with respect to the payment of any premiums and determination and receipt of payments of "Loss" due under this policy.

H. Underlying Insurance

The "Insured" represents that the applicable limit of the "Underlying Insurance" will be unimpaired as of the effective date of this policy. In the event of non-concurrent policy periods between this policy and any "Underlying Insurance", only covered "Occurrences" taking place during the Policy Period of this policy will be considered in determining the extent of any erosion or exhaustion of the applicable limit of "Underlying Insurance".

I. Cancellation and Non-Renewal

The cancellation and non-renewal provisions of this policy will follow the cancellation and non-renewal provisions of the "Controlling Underlying Insurance" except as provided by endorsement to this policy.

J. Other Insurance

If other valid and collectible insurance is available to you covering a "Loss" also covered by this policy, other than a policy that is specifically written to apply in excess of this policy, the insurance afforded by this policy shall apply in excess of and will not contribute with such "Other Insurance".

SECTION VI - DEFINITIONS

- A. "Controlling Underlying Policy" means the policy shown in Item A. of the Schedule of "Underlying Insurance" of this policy.
- B. "Defense Expenses" will have the same definition as such term or the equivalent term in the "Controlling Underlying Policy". If not defined in the "Controlling Underlying Policy", "Defense Expenses" will mean reasonable and necessary expenses and costs incurred in investigating and defending against any claim, suit or other proceeding, and will include, without limitation, attorneys' fees.
- C. "Insured" means each entity or person which is insured under all "Underlying Insurance" in the same capacity as which such insurance is afforded.
- D. "Loss" will have the same definition as such term or the equivalent term in the "Controlling Underlying Policy". If there is no definition of "Loss" or equivalent term in the "Controlling Underlying Policy" then "Loss" shall mean:

ENDORSEMENT #

This endorsement, effective 12:01 a.m., 12/31/2023 forms a part of Policy No. CWD740991804 issued to The Boldt Company by XL Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION NOTIFICATION TO OTHERS ENDORSEMENT

This endorsement modifies insurance provided under the following:

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

In the event coverage is cancelled for any statutorily permitted reason, other than nonpayment of premium, advanced written notice will be mailed or delivered to person(s) or entity(ies) according to the notification schedule shown below:

Table with 3 columns: Name of Person(s) or Entity(ies), Mailing Address:, Number of Days Advanced Notice of Cancellation:.

All other terms and conditions of the Policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 12/31/2023-12/31/2024 Policy No. CWD740991804 Endorsement No. Insured The Boldt Company Premium

Insurance Company XL Specialty Insurance Company Countersigned by _____

ENDORSEMENT #

This endorsement, effective 12:01 a.m., 12/31/2023 forms a part of
Policy No. CWE740992104 issued to The Boldt Company
by XL Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION NOTIFICATION TO OTHERS ENDORSEMENT

In the event coverage is cancelled for any statutorily permitted reason, other than nonpayment of premium, advanced written notice will be mailed or delivered to person(s) or entity(ies) according to the notification schedule shown below:

Name of Person(s) or Entity(ies)	Mailing Address:	Number of Days Advanced Notice of Cancellation:
As per schedule on file with Willis Towers Watson		30

All other terms and conditions of the Policy remain unchanged.

ENDORSEMENT #

This endorsement, effective 12:01 a.m., 12/31/23 forms a part of
Policy No. CWE740992004 issued to The Boldt Company
by XL Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION NOTIFICATION TO OTHERS ENDORSEMENT

In the event coverage is cancelled for any statutorily permitted reason, other than nonpayment of premium, advanced written notice will be mailed or delivered to person(s) or entity(ies) according to the notification schedule shown below:

Name of Person(s) or Entity(ies)	Mailing Address:	Number of Days Advanced Notice of Cancellation:
As per schedule on file with Willis Towers Watson		30

All other terms and conditions of the Policy remain unchanged.

ENDORSEMENT #

This endorsement, effective 12:01 a.m., 12/31/23 forms a part of
Policy No. CWE740991904 issued to The Boldt Company
by XL Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION NOTIFICATION TO OTHERS ENDORSEMENT

In the event coverage is cancelled for any statutorily permitted reason, other than nonpayment of premium, advanced written notice will be mailed or delivered to person(s) or entity(ies) according to the notification schedule shown below:

Name of Person(s) or Entity(ies)	Mailing Address:	Number of Days Advanced Notice of Cancellation:
As per schedule on file with Willis Towers Watson		30

All other terms and conditions of the Policy remain unchanged.