



City of Appleton

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

Meeting Agenda - Final Common Council

Wednesday, December 18, 2024

7:00 PM

Council Chambers

- A. CALL TO ORDER
- B. INVOCATION
- C. PLEDGE OF ALLEGIANCE TO THE FLAG
- D. ROLL CALL OF ALDERPERSONS
- E. ROLL CALL OF OFFICERS AND DEPARTMENT HEADS
- F. APPROVAL OF PREVIOUS COUNCIL MEETING MINUTES
 - [24-1600](#) Common Council Meeting Minutes of December 4, 2024
 - Attachments:** [CC Minutes 12-4-24.pdf](#)
- G. BUSINESS PRESENTED BY THE MAYOR
 - [24-1521](#) Parade Committee Awards Presentation
 - [24-1599](#) Confirmation of Appointment
 - Attachments:** [Dec 18 2024 Council Appointment Memo.pdf](#)
- H. PUBLIC PARTICIPATION
- I. PUBLIC HEARINGS
- J. SPECIAL RESOLUTIONS
- K. ESTABLISH ORDER OF THE DAY
- L. COMMITTEE REPORTS
- 1. **MINUTES OF THE MUNICIPAL SERVICES COMMITTEE**

[24-1562](#) Approve 2025 Morrison Street Asphalt Reconstruction Traffic Calming Design Changes.

Attachments: [Morrison St Design Changes 12-09-2024 .pdf](#)

Legislative History

12/9/24 Municipal Services recommended for approval
Committee

[24-1563](#) Award 2025 Contract for Operation, Maintenance, and Monitoring at the Closed City of Appleton Landfill to SCS Engineers, in an amount not to exceed \$76,361.

Attachments: [Award 2025 SCS Mackville 12-09-2024 .pdf](#)

Legislative History

12/9/24 Municipal Services recommended for approval
Committee

[24-1564](#) 2025 Sole Source Purchase Request - Various Traffic Equipment & Technologies

Attachments: [Sole Source Purchase Request - Traffic Equipment 2025.pdf](#)

Legislative History

12/9/24 Municipal Services recommended for approval
Committee

2. MINUTES OF THE SAFETY AND LICENSING COMMITTEE

[24-1495](#) Operator License for Crystal Williams.

Attachments: [Crystal Williams Application.pdf](#)
[Crystal Williams Clerk's Letter.pdf](#)
[Crystal Williams denial letter.pdf](#)
[Crystal Williams supplemental denial.pdf](#)
[Crystal Williams Operator License Memo.pdf](#)
[Letter provided by Crystal Williams 12.11.24.pdf](#)

Legislative History

12/11/24 Safety and Licensing recommended for denial
Committee
Crystal Williams was present and addressed the committee.

[24-1500](#) 2025 Secondhand Jewelry, Secondhand Article, and Pawnbroker License renewal applications, contingent upon approval from all departments.

Attachments: [2025 SECONDHAND.PAWN RENEWALS.pdf](#)

Legislative History

12/11/24 Safety and Licensing recommended for approval
Committee

[24-1501](#) Class "B" Beer and "Class B" Liquor License application for Sushi Lover in Appleton LLC d/b/a Sushi Lover, Zhen Zhen Sun, Agent, located at 527 W. College Ave, contingent upon approval from the Community Development, Health, and Inspections departments.

Attachments: [Sushi Lover in Appleton LLC.Alcohol.Class B Beer Liquor.11.11.24.REDACTED](#)

Legislative History

12/11/24 Safety and Licensing Committee recommended for approval

[24-1502](#) Class "B" Beer and "Class B" Liquor License application for Eldorado Moon LLC d/b/a Missfits Tavern, Hollyann Strunc, Agent, located at 317 N. Appleton St, contingent upon approval from the Community Development, Health and Inspections departments.

Attachments: [Missfits Tavern.Eldorado Moon LLC.Alcohol.Class B Beer Liquor.11.11.24.REC](#)

Legislative History

12/11/24 Safety and Licensing Committee recommended for approval

[24-1519](#) Class "B" Beer and "Class B" Liquor License application for Taste of Thai Appleton LLC d/b/a Mad Elephant, Chisa Jitmaiwong, Agent, located at 1222 S. Oneida St, contingent upon approval from the Community Development, Health, and Inspections departments.

Attachments: [Mad Elephant.Tast of Thai Appleton LLC. Alcohol. Class B Beer_Liquor.11.25.2](#)

Legislative History

12/11/24 Safety and Licensing Committee recommended for approval

[24-1506](#) Police Department Requests Approval of Sole Source Purchase for Load Bearing Vests

Attachments: [2025 Sole Source Memo.pdf](#)
[Armor Express - PD.pdf](#)

Legislative History

12/11/24 Safety and Licensing Committee recommended for approval

[24-1566](#) Fire Department Request to Apply - Assistance to Firefighter Grant

Attachments: [Request to Apply AFG SCBA.pdf](#)

Legislative History

12/11/24 Safety and Licensing Committee recommended for approval

[24-1567](#) Fire Department Request to Purchase Cardiac Monitors

Attachments: [12-04-24 Request to Purchase Cardiac Monitors.pdf](#)

Legislative History

12/11/24 Safety and Licensing Committee recommended for approval

3. MINUTES OF THE CITY PLAN COMMISSION**4. MINUTES OF THE PARKS AND RECREATION COMMITTEE****5. MINUTES OF THE FINANCE COMMITTEE**[24-1569](#) Request to approve the Relocation Order for the Lawe Street reconstruction project from College Avenue to Spring Street.

Attachments: [0515 - Lawe - Relocation Order \(12-02-2024\).pdf.pdf](#)

Legislative History

12/9/24 Finance Committee recommended for approval

[24-1570](#) Request to approve contract extension for BMC ARPA Grant Administration Contract.

Attachments: [MemoContractExtension BMCARPA.pdf](#)

Legislative History

12/9/24 Finance Committee recommended for approval

[24-1571](#) Request to approve Development Agreement for Lumbini Estates (Saket, LLC).

Attachments: [0288 - Lumbini - Development Agreement - Draft 12-03-2024.pdf.pdf](#)
[LumbiniEstate DAMemo 12052024.pdf](#)

Legislative History

12/9/24 Finance Committee recommended for approval

[24-1572](#) Request to approve write off of \$49,609.68 of accounts receivable invoices and \$23,407.02 of personal property taxes (outstanding over one year).

Attachments: [AR Write Off List 2024.pdf](#)
[PP Write off List 2024.pdf](#)

Legislative History

12/9/24 Finance Committee recommended for approval

6. MINUTES OF THE COMMUNITY DEVELOPMENT COMMITTEE**7. MINUTES OF THE UTILITIES COMMITTEE**

[24-1531](#) Award Organic Recycling Contractor Services to Hsu Growing Supply for an extended one (1) year term ending December 31, 2025.

Attachments: [241202 UCMHSU contract extension 2025.pdf](#)

Legislative History

12/10/24 Utilities Committee recommended for approval

[24-1532](#) Award 2025A Stormwater Management Plan review contract to Brown and Caldwell in an amount not to exceed \$80,000.

Attachments: [2025A BC Plan Review Award Util Memo 12-10-2024.pdf](#)

Legislative History

12/10/24 Utilities Committee recommended for approval

[24-1533](#) Award 2025B Stormwater Management Plan review contract to raSmith in an amount not to exceed \$30,000.

Attachments: [2025B raSmith Plan Review Award Util Memo 12-10-2024_r1.pdf](#)

Legislative History

12/10/24 Utilities Committee recommended for approval

[24-1534](#) Award N-24 Spot Repairs, Protruding Taps & Mineral Deposit Removal to New Restoration and Recovery Services, LLC dba Aqualis, in an amount not to exceed \$129,512.50

Attachments: [N-24 Contract Award Form w Bid Tabs.pdf](#)

Legislative History

12/10/24 Utilities Committee recommended for approval

[24-1535](#) Amend K-24 Native Vegetation Contract (K-24) with Robert E. Lee & Associates, Inc. dba NES Ecological Services by an increase of \$15,000, from \$192,345.12 to a new amount not to exceed \$207,345.12.

Attachments: [K-24 NES Contract Amend Util Memo 12-10-2024.pdf](#)

Legislative History

12/10/24 Utilities Committee recommended for approval

[24-1536](#) Approve Contract Amendment #2 to McMahon as part of the Wastewater Treatment Plant Grit Removal, Blended Sludge Piping and Heat Exchanger Replacement Project for additional design and construction management services in the amount of \$18,900.

Attachments: [241120 Utilities Memo_HEX Project Contract Amendment2.pdf](#)

Legislative History

12/10/24 Utilities Committee recommended for approval

[24-1580](#) Approval of an Engineering Services Contract for the North and Ridgeway Tower Coating Projects to Dixon Engineering, Inc. in the amount of \$129,390 plus a 7.5% contingency of \$9,704 for a total cost of \$139,094.

Attachments: [2025 North-Ridgeway Tower Coating Services Contract Award Memo.pdf](#)

Legislative History

12/10/24 Utilities Committee held

[24-1598](#) Approve Water Rate Study Consultant.

8. MINUTES OF THE HUMAN RESOURCES & INFORMATION TECHNOLOGY COMMITTEE

[24-1545](#) Approval to Over Hire for the Deputy Director Human Resources Position.

Attachments: [Over Hire HR Deputy Director.pdf](#)

Legislative History

12/11/24 Human Resources & Information Technology Committee recommended for approval

[24-1546](#) Approval to hire CP2 Consulting for the City of Appleton Strategic Guide Facilitation Services.

Attachments: [Strategic Planning RFP Memo.pdf](#)
[CP2 Strategic Plan Proposal.pdf](#)

Legislative History

12/11/24 Human Resources & Information Technology Committee recommended for approval

9. MINUTES OF THE FOX CITIES TRANSIT COMMISSION

[24-1553](#) Approve the Intermunicipal Agreement with Outagamie County for Specialized Transportation Services for 2025 Contingent on Outagamie County Approval

Attachments: [2025 Outagamie County Contract.pdf](#)

Legislative History

12/10/24 Fox Cities Transit Commission recommended for approval

[24-1554](#) Approve the Intermunicipal Agreement with Winnebago County for Specialized Transportation Services for 2025 Contingent on Winnebago County Approval

Attachments: [2025 Winnebago County Contract.pdf](#)

Legislative History

12/10/24	Fox Cities Transit Commission	recommended for approval
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[24-1555](#) Approve the Intermunicipal Agreement with Calumet County for Specialized Transportation Services for 2025 Contingent on Calumet County Approval

Attachments: [2025 Calumet County Contract.pdf](#)

Legislative History

12/10/24	Fox Cities Transit Commission	recommended for approval
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[24-1556](#) Approve the Intermunicipal Agreement with the City of Neenah for Northern Winnebago Dial-A-Ride Service for 2025 Contingent on City of Neenah Approval

Attachments: [2025 NWDAR Neenah Contract.pdf](#)

Legislative History

12/10/24	Fox Cities Transit Commission	recommended for approval
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[24-1557](#) Approve the Intermunicipal Agreement with the Village of Fox Crossing for the Northern Winnebago Dial-A-Ride Services for 2025 Contingent on the Village of Fox Crossing Approval

Attachments: [2025 NWDAR Fox Crossings Contract.pdf](#)

Legislative History

12/10/24	Fox Cities Transit Commission	recommended for approval
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10. MINUTES OF THE BOARD OF HEALTH

M. CONSOLIDATED ACTION ITEMS

N. ITEMS HELD

O. ORDINANCES

P. LICENSE APPLICATIONS AND COMMUNICATIONS REFERRED TO COMMITTEES OF JURISDICTION

Q. RESOLUTIONS SUBMITTED BY ALDERPERSONS REFERRED TO COMMITTEES OF JURISDICTION

R. OTHER COUNCIL BUSINESS

S. CLOSED SESSION

[24-1597](#)

The Common Council may go into closed session according to State Statute §19.85(1)(e) (deliberating or negotiating the purchasing of public properties, investing of public funds or conducting other specific public business when competitive or bargaining reasons require a closed session) for the purpose of deliberating or negotiating items related to the proposed Valley Transit Mixed Use Development. Upon conclusion of the closed session, the Common Council will then reconvene into open session.

T. ADJOURN

Kami Lynch, City Clerk

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

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



City of Appleton

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

Meeting Minutes - Final Common Council

Wednesday, December 4, 2024

7:00 PM

Council Chambers

A. CALL TO ORDER

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

B. INVOCATION

The Invocation was offered by Alderperson Meltzer.

C. PLEDGE OF ALLEGIANCE TO THE FLAG

D. ROLL CALL OF ALDERPERSONS

Alderperson Schultz appeared virtually.

Present: 13 - Alderperson William Siebers, Alderperson Vered Meltzer, Alderperson Brad Firkus, Alderperson Martyn Smith, Alderperson Denise Fenton, Alderperson Alex Schultz, Alderperson Vaya Jones, Alderperson Kristin Alfheim, Alderperson Nate Wolff, Alderperson Sheri Hartzheim, Alderperson Christopher Croatt, Alderperson Chad Doran and Mayor Jake Woodford

Excused: 3 - Alderperson Katie Van Zeeland, Alderperson Patrick Hayden and Alderperson Patti Heffernan

E. ROLL CALL OF OFFICERS AND DEPARTMENT HEADS

All Departments were represented.

F. APPROVAL OF PREVIOUS COUNCIL MEETING MINUTES

[24-1517](#)

Common Council Meeting Minutes of November 20, 2024

Attachments: [CC Minutes 11-20-24.pdf](#)

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

Aye: 12 - Alderperson William Siebers, Alderperson Vered Meltzer, Alderperson Brad Firkus, Alderperson Martyn Smith, Alderperson Denise Fenton, Alderperson Alex Schultz, Alderperson Vaya Jones, Alderperson Kristin Alfheim, Alderperson Nate Wolff, Alderperson Sheri Hartzheim, Alderperson Christopher Croatt and Alderperson Chad Doran

Excused: 3 - Alderperson Katie Van Zeeland, Alderperson Patrick Hayden and Alderperson Patti Heffernan

Abstained: 1 - Mayor Jake Woodford

G. BUSINESS PRESENTED BY THE MAYOR

[24-1520](#)

Confirmation of Committee Appointments/Reappointments

Attachments: [Dec. 4. 24 Appointments.pdf](#)

Alderperson Hartzheim moved, seconded by Alderperson Meltzer, that the Appointments be approved. Roll Call. Motion carried by the following vote:

Aye: 12 - Alderperson William Siebers, Alderperson Vered Meltzer, Alderperson Brad Firkus, Alderperson Martyn Smith, Alderperson Denise Fenton, Alderperson Alex Schultz, Alderperson Vaya Jones, Alderperson Kristin Alfheim, Alderperson Nate Wolff, Alderperson Sheri Hartzheim, Alderperson Christopher Croatt and Alderperson Chad Doran

Excused: 3 - Alderperson Katie Van Zeeland, Alderperson Patrick Hayden and Alderperson Patti Heffernan

Abstained: 1 - Mayor Jake Woodford

H. PUBLIC PARTICIPATION

There was no one signed up to speak during public participation.

I. PUBLIC HEARINGS

J. SPECIAL RESOLUTIONS

K. ESTABLISH ORDER OF THE DAY

L. COMMITTEE REPORTS

Balance of the action items on the agenda.

Alderperson Hartzheim moved, Alderperson Meltzer seconded, to approve the balance of the agenda. The motion carried by the following vote:

Aye: 12 - Alderperson William Siebers, Alderperson Vered Meltzer, Alderperson Brad Firkus, Alderperson Martyn Smith, Alderperson Denise Fenton, Alderperson Alex Schultz, Alderperson Vaya Jones, Alderperson Kristin Alfheim, Alderperson Nate Wolff, Alderperson Sheri Hartzheim, Alderperson Christopher Croatt and Alderperson Chad Doran

Excused: 3 - Alderperson Katie Van Zeeland, Alderperson Patrick Hayden and Alderperson Patti Heffernan

Abstained: 1 - Mayor Jake Woodford

1. MINUTES OF THE MUNICIPAL SERVICES COMMITTEE
2. MINUTES OF THE SAFETY AND LICENSING COMMITTEE
3. MINUTES OF THE CITY PLAN COMMISSION
4. MINUTES OF THE PARKS AND RECREATION COMMITTEE

[24-1515](#)

Request to Approve the Proposed Revised Reid Golf Course Rates Policy

Attachments: [2025 Reid Rates Policy Memo.pdf](#)
 [Reid Rate Policy 2025 DRAFT.pdf](#)
 [Reid Rate Policy 2025 REDLINE.pdf](#)

This Report Action Item was approved.

5. MINUTES OF THE FINANCE COMMITTEE

[24-1508](#)

Request to award Unit Z-25 Water Main Reconstruction - Ballard Rd at I-41 to Advance Construction, Inc. in the amount of \$366,302 with a 8.2% contingency of \$30,000 for a project total not to exceed \$396,302.

Attachments: [Z-25 BID TABS.pdf](#)
 [Z-25 Contract Award Form.pdf](#)

This Report Action Item was approved.

[24-1509](#)

Request to award the AWWTP Painting and Crack Sealing Project contract to Masonry Restoration, Inc. in the amount of \$103,235 with a 15% contingency of \$15,485 for a project total not to exceed \$118,720.

Attachments: [AWWTP Painting and Crack Sealing Project.pdf](#)

This Report Action Item was approved.

6. MINUTES OF THE COMMUNITY DEVELOPMENT COMMITTEE
7. MINUTES OF THE UTILITIES COMMITTEE
8. MINUTES OF THE HUMAN RESOURCES & INFORMATION TECHNOLOGY COMMITTEE

9. MINUTES OF THE FOX CITIES TRANSIT COMMISSION

10. MINUTES OF THE BOARD OF HEALTH

M. CONSOLIDATED ACTION ITEMS

N. ITEMS HELD

O. ORDINANCES

[24-1518](#)

Ordinances #169-24 to #171-24

Attachments: [Ordinances to Council 12-4-24.pdf](#)

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

Aye: 12 - Aldersperson William Siebers, Aldersperson Vered Meltzer, Aldersperson Brad Firkus, Aldersperson Martyn Smith, Aldersperson Denise Fenton, Aldersperson Alex Schultz, Aldersperson Vaya Jones, Aldersperson Kristin Alfheim, Aldersperson Nate Wolff, Aldersperson Sheri Hartzheim, Aldersperson Christopher Croatt and Aldersperson Chad Doran

Excused: 3 - Aldersperson Katie Van Zeeland, Aldersperson Patrick Hayden and Aldersperson Patti Heffernan

Abstained: 1 - Mayor Jake Woodford

P. LICENSE APPLICATIONS AND COMMUNICATIONS REFERRED TO COMMITTEES OF JURISDICTION

Q. RESOLUTIONS SUBMITTED BY ALDERPERSONS REFERRED TO COMMITTEES OF JURISDICTION

R. OTHER COUNCIL BUSINESS

S. ADJOURN

Aldersperson Hartzheim moved, seconded by Aldersperson Meltzer, that the meeting be adjourned at 7:05 p.m. Roll Call. Motion carried by the following vote:

Aye: 12 - Aldersperson William Siebers, Aldersperson Vered Meltzer, Aldersperson Brad Firkus, Aldersperson Martyn Smith, Aldersperson Denise Fenton, Aldersperson Alex Schultz, Aldersperson Vaya Jones, Aldersperson Kristin Alfheim, Aldersperson Nate Wolff, Aldersperson Sheri Hartzheim, Aldersperson Christopher Croatt and Aldersperson Chad Doran

Excused: 3 - Aldersperson Katie Van Zeeland, Aldersperson Patrick Hayden and Aldersperson Patti Heffernan

Abstained: 1 - Mayor Jake Woodford

Kami Lynch, City Clerk



CITY OF APPLETON

MEMORANDUM

Date: December 18, 2024
To: Members of the Common Council
From: Mayor Jacob A. Woodford
Subject: Confirmation of Appointment

It is with pleasure that I present the following recommendation for your confirmation at the December 18, 2024, Common Council Meeting.

Community Development Block Grant Advisory Board – New Appointment

Jenny Krikava

Term ends December 2025

Jenny Krikava serves as the Community Engagement Manager at the Community Foundation of the Fox Valley Region. She leads grant-making for the Basic Needs Giving Partnership and has overseen the distribution of almost \$12 million in philanthropic dollars in this role. Jenny has extensive experience reviewing grant applications and recommending grant allocations and understands needs in the community through the nature of her role. Additionally, Jenny previously served on the CDBG Advisory Board in 2021 and has a working knowledge of the functions and priorities of the City's CDBG program.



DEPARTMENT OF
**PUBLIC
WORKS**

Date: December 9, 2024
To: Municipal Services Committee
From: Peter Neuberger, City Engineer/Deputy Director of Public Works
Subject: Approve 2025 Morrison Street Asphalt Reconstruction Project Design Changes

The Department of Public Works (DPW) requests approval of the revised design parameters for Morrison Street between Wisconsin Avenue and the Glendale Avenue as follows:

Upon further review of the proposed Morrison Street reconstruction project and based on the recent adoption of the City of Appleton's Complete Streets Design Guide, city staff has proposed that the following items be added to the project:

- Construct a traffic calming circle at the intersection of Morrison Street and Brewster Street.
- Construct curb extensions (narrowing the pavement) at the Parkway Drive/Erb Pool Driveway intersection to serve as a traffic calming measure and to provide enhanced pedestrian safety. Additionally, construct a raised concrete crosswalk at the south side of the intersection with associated pavement marking.

All other design elements are proposed to remain UNCHANGED as previously approved, including:

- New asphalt pavement and concrete curb and gutter constructed to a width of 27' from back of curb to back of curb.
- Traffic calming circle to be constructed at the intersection with Lindbergh Street.
- Existing on-street parking within the project limits would be restricted along the west side of Morrison Street.



DEPARTMENT OF
**PUBLIC
WORKS**

Date: December 9, 2024
To: Municipal Services Committee
From: Laura Jungwirth, Director of Public Works
Peter Neuberger, City Engineer/Deputy Director of Public Works
Luke Vandenberg, Project Engineer
Subject: Award 2025 Contract for Operation, Maintenance, and Monitoring at the Closed City of Appleton Landfill to SCS Engineers, in an amount not to exceed \$76,361.

The Department of Public Works requests award of the 2025 Contract for Operation, Maintenance, and Monitoring at the closed City of Appleton Landfill to SCS Engineers in an amount not to exceed \$76,361. This is the tenth year of a ten (10) year contract originally approved in December 2015.

Work on this contract includes:

- The monthly operation and monitoring of the landfill, including the necessary reporting to the Wisconsin Department of Natural Resources (WDNR);
- Regular maintenance of the site, wells, and gas system;
- Routine scheduled replacement of one monitoring well;
- Assistance with review of any changes proposed by the Valley Aero Modelers, who currently lease the site, and any proposals or concerns related to the Mackville quarry site; and
- Coordination with WDNR and the landfill cap maintenance contractor.

Per the memo dated December 1, 2015, the 2016 contract award requested contract extensions through 2025, the 2015 RFP process associated with that award, and satisfactory performance by the consultant. Therefore, the Department of Public Works recommends awarding the 2025 Contract for Operation, Maintenance, Monitoring and Passive Vent Improvements at the Closed City of Appleton landfill to SCS Engineers in an amount not to exceed \$76,361.

Timing for this contract award is critical to ensuring response coverage availability at the landfill beginning January 1, 2025.



CITY OF APPLETON

MEMORANDUM

Date: 12/09/2024
To: Municipal Services Committee
From: Michael Hardy, P.E., Traffic Engineer
Subject: 2025 Sole Source Purchase Request – Various Traffic Equipment & Technologies

This sole source purchase request is reassessed and presented annually as required by the City Procurement Policy. It was last approved for calendar year 2024.

Traffic Signal and Control Equipment

Within the traffic signal control industry, there is a tremendous amount of proprietary functionality and limited interoperability. The number of vendors servicing traffic signal equipment is also very limited. For example, Traffic and Parking Control Company, Inc. (TAPCO), located in Elm Grove, Wisconsin, is the exclusive vendor in Wisconsin for Siemens traffic signal cabinet and control equipment, which the City of Appleton uses. Because TAPCO is designated as the exclusive rights vendor in the state by this manufacturer, they have exclusive knowledge for set-up, testing and servicing, beyond what the City is capable of performing. There are other vendors in nearby states that carry this product line, but their manufacturer-vendor relationships do not allow overlap with each other. Thus, the City cannot, for example, do business with Brown Traffic Products, Inc., which is TAPCO's equivalent in Illinois and Minnesota.

Because of this, it is common in the traffic industry that complete traffic signal control assemblies are sole-source purchased as complete, functional systems. Another unfortunate reality is that each manufacturer's equipment has its own proprietary firmware and controls, which makes it nearly impossible to competitively procure comparable equipment. In this situation, TAPCO or TCC will assemble the cabinet, controller, vehicle detection equipment and any other integrated equipment, and perform functional testing prior to shipment and installation. The advantage to this approach is it helps manage compatibility issues and puts responsibility on the sole source vendor to assure complete functionality of the system. The disadvantage is that procured equipment is not competitively bid in a formal process. The other common application in the traffic industry is that specifications are written to accept only one manufacturer's products. This gives the illusion of being competitive, but often only one vendor can meet the required specifications.

In 2023, there were some big changes related to the traffic controller and software the city uses. Siemens was acquired by a company called Yunex. Yunex then changed their distribution to a new vendor named Mobotrex. Several other product lines we use (Iteris, EDI, Polara) also transitioned from TAPCO to Mobotrex. In 2024, the city began a switch to Econolite for traffic controller and software, with is exclusively purchased thru TCC. By the end of 2025, the city will be exclusively Econolite.

Decorative Street Lighting Equipment

Specific items that apply are decorative lighting components involving steel poles, concrete poles, arms and fixtures. One large contributing factor is the City has standardized on a specific appearance and quality using Stresscrete, King and Visco brand. While there are other decorative brands on the market simulating a comparable look, the quality of these off-brands has been much lower, leading to increased maintenance costs and decreased life. To meet the City purchasing policy, we have been competitively bidding these decorative lighting brands through the electrical supply chains. While this gives the appearance of competitive bidding, it actually amounts to a mark-up on a product we ultimately know we are going to purchase. Having considered the above, we feel sole source offers the best value of the City's time and resources.

LED Street Lighting

We have standardized on products from Cooper and Philips as the preferred fixtures. To comply with the City's purchasing policy, we would have to competitively bid these two brands thru the electrical supply chains. While this would give the appearance of competitive bidding, it would actually amount to a mark-up on the product. Based on this, we feel sole source offers the best value of the City's time and resources. We have established a relationship with the manufacturers and have been advised we can purchase from them directly. Where these two products are competitive with each other, we would be able to compare costs direct from the manufacturers which would meet the competitive spirit of the policy. However, three products would be needed to satisfy the policy as written. Having considered the above discussion, we feel a sole source exception offers the best value of the City's time and resources.

Summary:

The City Traffic Section continues to pursue equipment and services to help improve competition in our purchases. When we evaluate comparable products, we try to take a holistic approach, considering additional software, training, stocking, etc. We also stay in touch routinely with our counterparts in the traffic industry, like WisDOT, City of Green Bay, and Milwaukee County to help evaluate pricing when and where sole sourcing is performed. This helps communicate between agencies on acceptance of alternative products. We also pursue

alternative procurement options when available through the WisDOT procurement contract. Where equipment is consistent with WisDOT procurement contracts, a price match is pursued.

The following is the Traffic Section's current list of equipment and services we feel it is in the City's best interest to sole source for procurement:

Signal Controller and Control Software:

- Econolite (TTC)

Signal Control Cabinets:

- Mobotrex (Mobotrex & TAPCO)
- Econolite (TTC)

Signal Control Malfunction Management Unit:

- Eberle Design, Inc. (Mobotrex & TAPCO)

Loop Detector Amplifiers:

- Eberle Design, Inc. (Mobotrex & TAPCO)
- Reno A & E (TTC)

Video Detection Systems:

- Iteris, Inc. (Mobotrex)
- Econolite (TTC)

Radar Detection Systems:

- MS Sedco / Intersector. (TAPCO)
- Notraffic (TAPCO)
- Wavetronix (TTC)
- Iteris, Inc. (Mobotrex)

Pedestrian Pushbuttons:

- Polara (TAPCO)

Preemption:

- GTT/Miovision (Mid America Signal)

Wireless Radio Communications:

- Encom Wireless (Mobotrex & TAPCO)

Radar Speed Signs:

- Information Display Company
- TAPCO

Field Network Switch:

- Comnet (TAPCO)

Railroad Interconnect Inspection Service

- Meade & Hunt

Decorative Concrete Poles & Arms:

- Stresscrete / King Luminaire (Visual Impact Lighting, LLC)

Decorative Steel Poles & Arms:

- Niland Company (Visual Impact Lighting, LLC)
- Spring City (Visual Impact Lighting, LLC)
- Structura Inc.
- Candela Series (Spectrum Lighting)

Decorative LED Fixtures:

- Stresscrete / King Luminaire (Visual Impact Lighting, LLC)
- Beacon Viper
- Candela Series (Spectrum Lighting)
- Gardco

LED Street Light Fixtures:

- Philips (Neher Electric, TAPCO)
- Cooper Lighting (Neher Electric, TAPCO)
- American Electric Lighting (Neher Electric, TAPCO)

Traffic Cameras:

- Avigilon/Aware

School Zone Flasher & RRFB Controls:

- TAPCO
- Carmanah (Mobotrex)
- RTC
- Carmanah (Mobotrex)



Application for Operator's/Bartender's License

CASH OR CHECK ONLY

New Applicant

Renewal License
#: _____

FEES ARE NON-REFUNDABLE

Operator License - \$72.00

Operator License plus a provisional - \$87.00

Date Received: AUG 26/2024

Receipt #: 7315-3

Note: Please allow approximately 3 weeks for application processing.

SECTION 1 - APPLICANT INFORMATION			
Legal Name (First name, MI, Last name) <u>Crystal K. Williams</u>		Maiden or Previous <u>Denton/Long</u>	
Street Address <u>1389 W. Hiawatha Dr.</u>		City <u>Grand Chute</u>	State <u>WI</u>
Zip <u>54914</u>		Driver's License State <u>WI</u>	
Driver's License Number/State Identification Number [REDACTED]		Driver's License State <u>WI</u>	
Date of Birth [REDACTED]	Gender <u>F</u>	Phone # (Required) [REDACTED]	Email Address: [REDACTED]
Name and Address of Establishment you will be selling alcohol - (verify establishment is within City of Appleton limits) <u>Corner Pub</u>			
SECTION 2 - NEW APPLICANT ONLY: You are required to list each and every violation and/or offense for which you have been convicted in or out of state. Failure to provide complete answers may result in a denial of your application.			
Have you EVER had an Operator's (Bartender's) License? <u>YES</u> NO			
If Yes; which Municipality and what year? <u>Appleton, Dale, Kaukauna, Clayton 2012-2022</u>			
Have you EVER been convicted of a felony? YES <u>NO</u>			
If Yes; when, where and what type of violation? (Please be specific) _____			
Have you EVER been convicted of a misdemeanor or ordinance violation? <u>YES</u> NO			
If Yes; when, where and what type of violation? (Example: speeding, OWI) <u>Disorderly Conduct, traffic ticket 2018-2021</u>			
SECTION 3 - RENEWAL APPLICANT ONLY: List any pending charges, citations, tickets, and all convictions since last license application in or out of state. Failure to provide complete answers may result in a denial of your application.			
Have you EVER had an Operator's (Bartender's) License? YES NO			
If Yes; which Municipality and what year? _____			
Have you been convicted of a felony since last license application? YES NO			
If Yes; when, where and what type of violation? (Please be specific) _____			
Have you been convicted of a misdemeanor or ordinance violation since last license application? YES NO			
If Yes; when, where and what type of violation? (Example: speeding, OWI) _____			
SECTION 4 - NEW APPLICANT ONLY			
<input type="checkbox"/> Must provide proof of completion of a Responsible Beverage Server Course.			
SECTION 5- PENALTY NOTICE			
Under penalty of law, I swear that the information provided in this application is true and correct to the best of my knowledge and belief.			
Signature: <u>[Signature]</u>		Date: <u>08/26/2024</u>	
FOR OFFICE USE ONLY			
Current License in Other Municipality?	Class Completion Date: <u>8/24/24</u>	Date Sent to Appleton Police Department: <u>AUG/26/2024</u>	
Date Approved: ____/____/____	Issue Date: ____/____/____	Expiration Date: ____/____/____	License Number:



DEPARTMENT OF
**LEGAL AND
ADMINISTRATIVE
SERVICES**

OFFICE OF THE CITY CLERK

100 North Appleton Street

Appleton, WI 54911

p: 920.832.6443

f: 920.832.5823

www.appleton.org

September 12th, 2024

CERTIFIED MAIL

Crystal K. Williams
1389 W Hiawatha Dr
Grand Chute WI 54914

This letter is to notify you that we are in receipt of your application for an Operator's License. The Police Department has conducted a criminal background investigation and has recommended that your application for an Operator's License be denied based upon the statutory qualifications listed in Wisconsin Statutes §125.04(5). Unless failure to grant the license would constitute unlawful employment discrimination as defined by Wisconsin Law (See Wisconsin Statutes §111.335), Operator/Bartender License may not be granted to individuals with arrest or conviction records, "habitual law offenders," or individuals convicted of a felony who have not been pardoned.

You have the right to appear before the Safety and Licensing Committee to contest this recommendation. To do so, **please contact the City Clerk's Office within 30 days of receipt of this letter** in order to be placed on the Agenda of the Safety and Licensing Committee. Failure to contact the City Clerk's Office within 30 days will result in your license being denied. At the time of appeal, you may provide the Safety and Licensing Committee competent evidence of sufficient rehabilitation and fitness to perform the licensed activity.

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

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

If you have specific questions relating to the background investigation please contact Lt. Ben Goodin Appleton Police Department, at 920-832-5500.

Respectfully,

Kami Lynch
City Clerk



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

TO: Safety and Licensing Committee
Common Council

FROM: Lt. Ben Goodin

DATE: 9/11/2024

RE: Police Department's Recommendation for Denial of Crystal Williams' Bartender License Application

Committee Members:

The police department is requesting that the Safety and Licensing Committee recommend to the Common Council to deny Crystal Williams' application for a bartender license.

Wis. Stat §125.04(5)(a)1., does not allow issuance of licenses or permits to those with an arrest or conviction record unless denial would constitute prohibited employment discrimination. Pursuant to Wis. Stat. §111.335, it is not employment discrimination for a licensing agency to deny an applicant based on conviction record where the circumstances of the conviction substantially relate to the circumstances of the particular licensed activity.

STATEMENT ON SUBSTANTIAL RELATIONSHIP

Ms. Williams was convicted of Battery (a class A misdemeanor) in Outagamie County case # 2019CM000863. This offense is in violation of Chapter 940 of the Wisconsin Statutes. Additionally, Ms. Williams is on active supervision through the Wisconsin Department of Corrections. One of her rules of probation is "Not possess or consume alcohol." She would be in direct violation of her probation rules if she were to obtain a bartender's license.

The above conviction is for an exempt offense under Wis. Stat. §111.335(1m)(b). Under Wis. Stat. §111.335(4)(c)2., there is no requirement for the licensing agency to state its reasons for denial in writing or to allow the individual an opportunity to show rehabilitation and fitness to engage in the licensed activity.

Ms. Williams does not meet the requirement of Wis. Stat §125.04(5)(a)1. A license or permit related to alcohol beverages consequently may not be issued.

Very Respectfully:

Lt. Ben Goodin
Appleton Police Department



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

TO: Safety and Licensing Committee
Common Council

FROM: Lt. Ben Goodin

DATE: 9/16/2024

RE: Supplemental Report for the Police Department’s Recommendation for Denial of
Crystal Williams’ Bartender License Application

Committee Members:

The police department is requesting that the Safety and Licensing Committee recommend to the Common Council to deny Crystal Williams’ application for a Bartender license. This document is a supplement report with further information pertaining to Ms. Williams’ criminal history.

Pursuant to Wis. Stat. §111.335(2)(b) and (3)(a), it is not employment discrimination for a licensing agency to deny an applicant based on an arrest or conviction record where the circumstances of the conviction substantially relate to the circumstances of the particular licensed activity.

Pursuant to Wis. Stat. §125.04(5)(a)1., no license or permit related to alcohol beverages may be issued to an individual with an arrest or conviction record where the circumstances of the record(s) substantially relate to the circumstances of the particular licensed activity.

Pursuant to Wis. Stat. §125.04(5)(b), no license or permit related to alcohol beverages may be issued to a “habitual law offender” where the circumstances of the habitual law offenses substantially relate to the circumstances of the particular licensed activity.

Also pursuant to Wis. Stat. §111.335(4)(c), if the licensing agency refuses to license an individual based upon arrest or conviction record, the applicant is allowed an opportunity to show “evidence of rehabilitation and fitness to engage in the licensed activity,” *unless the conviction(s) are for “exempt offenses.”* Wis. Stat. §111.335(4)(d) provides the following options that the applicant may produce to conclusively demonstrate their rehabilitation and fitness from a given conviction:

- A copy of the local, state, or federal release document; and either
- (1) a copy of the relevant department of corrections document showing completion of probation, extended supervision, or parole; or
 - (2) other evidence that at least one year has elapsed since release from any local, state, or

federal correctional institution without subsequent conviction of a crime along with evidence showing compliance with all terms and conditions of probation, extended supervision, or parole.

Additionally, the licensing agency must consider any of the following evidence if presented by the individual:

- (1) Evidence of the nature and seriousness of any offense of which he or she was convicted.
- (2) Evidence of all circumstances relative to the offense, including mitigating circumstances or social conditions surrounding the commission of the offense.
- (3) The age of the individual at the time the offense was committed.
- (4) The length of time that has elapsed since the offense was committed.
- (5) Letters of reference by persons who have been in contact with the individual since the applicant's release from any local, state, or federal correctional institution.
- (6) All other relevant evidence of rehabilitation and present fitness presented.

STATEMENT ON SUBSTANTIAL RELATIONSHIP

As noted in my previous denial recommendation letter, Ms. Williams was convicted of Battery in Outagamie County under case # 2019CM000863. Additionally, she pleaded guilty to Battery Due to No Contest Plea in Outagamie County under case # 2021CF000866. Because these convictions are "exempt offenses" under Wis. Stat. §111.335(1m)(b), there is no requirement for the licensing agency to state the substantial relationship between the circumstances of the offenses and the licensed activity in writing, or to allow the individual an opportunity to show rehabilitation and fitness to engage in the licensed activity. Based upon these records alone, Ms. Williams does not meet the statutory eligibility criteria to be granted an operator/bartender license.

Ms. Williams is on probation for case # 2021CF000866 with one of her probation rules stating she shall not possess or consume alcohol. Ms. Williams also was convicted of Possess Open Intoxicants in Motor Vehicle – Driver in Winnebago County case # 2023TR002565.

Based upon the above record and reasoning disqualifying Ms. Williams from license eligibility, it is recommended that her application be denied.

Very Respectfully:

Lt. Ben Goodin
Appleton Police Department



DEPARTMENT OF
**LEGAL AND
ADMINISTRATIVE
SERVICES**

CITY ATTORNEY'S OFFICE
100 North Appleton Street
Appleton, WI 54911
p: 920.832.6423
f: 920.832.5962
www.appleton.org

TO: Safety and Licensing Committee, Common Council

From: ACA Zak Buruin

Date: 12/2/24

RE: Crystal Williams, Operator License Denial

Crystal Williams has applied for an Operator's (Bartender's) License and is appealing the denial of that application. Below is a summary of the relevant Chapter 125 eligibility requirements and an analysis of their application in this case.

Summary / Conclusion

The applicant has been convicted of an "exempt" misdemeanor criminal offense. This conviction is for a misdemeanor with a substantial relationship to the licensed activity. Denial on this basis does not constitute unlawful discrimination. Ms. Williams does not meet the eligibility criteria required by §125.04(5), and therefore may not be granted any license under Chapter 125.

§125.04(5) Licensing Requirements

According to §125.04(5)(a)1, in order to be granted a license or permit under Wisconsin Statutes Chapter 125, the applicant may not have an arrest or conviction record. This prohibition is subject to the requirements of various statutes prohibiting certain types of employment discrimination, which will be discussed below. These statutes are §111.321, §111.322, §111.335 and §125.12 (1) (b).

§125.04(5)(b) states that "No license or permit related to alcohol beverages may, subject to §111.321, 111.322 and 111.335, be issued under this chapter to any person who has habitually been a law offender or has been convicted of a felony unless the person has been duly pardoned."

In summary, §125.04(5) prohibits the issuance of alcohol related licenses under chapter 125 to anybody with an arrest or conviction record, anybody with an unpardoned felony conviction, or anybody "who has habitually been a law offender," regardless of whether any arrests or convictions exist (see State ex rel. Smith v. City of Oak Creek, 139 Wis. 2d 788, 407 N.W.2d 901 (1987)), unless failing to grant that license would constitute prohibited discrimination.

Prohibited Discrimination

§111.322 – Discriminatory Actions Prohibited

§111.322(1) specifies that refusal to license any individual on any of the bases listed in §111.321, which includes arrest and conviction history. This is subject to exceptions set forth in §111.33 to §111.365, neither of which apply to the instant circumstances.

§111.335 – Arrest or Conviction Record; Exceptions and Special Cases

§111.335(3)(a)1 states that it is not employment discrimination because of a conviction record to refuse to license an individual where that person has been convicted of “any felony, misdemeanor, or other offense the circumstances of which substantially related to the circumstances of the particular job or licensed activity.” In evaluating the existence of a substantial relationship, it is the circumstances that provide the opportunity for criminal behavior, the reaction to responsibility, or the character traits of the applicant that are the proper considerations. It is not relevant whether the applicant has the ability to perform the work to an employer’s standards. (See Milwaukee Cnty. v. Lab. & Indus. Rev. Comm'n, 139 Wis. 2d 805, 407 N.W.2d 908 (1987)).

Each offense must be evaluated under the above criteria for determination of whether or not it is substantially related to the activity for which a license is sought. Any arrest, conviction, or other offense which is substantially related to the licensed activity is to be considered in the licensing decision.

Consideration of Rehabilitation

§111.335(4)(c)1 requires that if a license is denied *based upon §111.335(3)(a)1* (as discussed in the preceding section), the licensing agency *typically* has two further obligations. It must state the reasons for denial in writing, including a statement of how the circumstances of the offense(s) relate to the licensed activity. It must also allow the person to show evidence of rehabilitation.

Exempt Offenses

“Exempt Offenses” are defined by §111.335(1m)(b). Exempt offenses are those specified in Chapter 940 or §948.02, 948.025, 948.03, 948.05, 948.051, 948.055, 948.06, 948.07, 948.075, 948.08, 948.085, or 948.095, or a violation of the law of another jurisdiction that would be a violation of one of the listed statutes if committed in Wisconsin.

§111.335(4)(c)2 indicates that the considerations of rehabilitation and the requirement to state the reasons for denial based upon §111.335(3)(a)1, including the substantial relationship, do not

apply to an “exempt offense.”¹ The allowance for demonstration of rehabilitation is only provided for by §111.335(4)(c)1.b, which does not apply to “exempt offenses.” Where a particular offense is considered “exempt,” its consideration stops at the existence of a “substantial relationship,” and does not progress to rehabilitation.

Chapter 940 offenses are crimes against life and bodily security. Homicide offenses, sexual offenses, various forms of battery and other more general violent offenses are contained within Chapter 940. Any offense in Chapter 940 is considered “exempt.” While it is true that a licensing agency is statutorily much more restricted in how it may consider “exempt offenses,” those restrictions are reserved for a limited class of criminal offenses.

Applicability to Crystal Williams

According to the information gathered by the Appleton Police Department, Ms. Williams was convicted of Battery, a class A misdemeanor offense, contrary to §940.19. This conviction occurred in Outagamie County case 19CM863 on 2/26/2020. As a Chapter 940 offense, this offense is considered “exempt.” It is not subject to the requirement that the applicant be permitted to demonstrate rehabilitation. It is not subject to the requirement that a written explanation of the “substantial relationship” be provided.

Conclusion

The applicant has been convicted of an “exempt” misdemeanor criminal offense. This conviction is for a misdemeanor with a substantial relationship to the licensed activity. Denial on this basis does not constitute unlawful discrimination. Ms. Williams does not meet the eligibility criteria required by §125.04(5), and therefore may not be granted any license under Chapter 125.

¹ It is the advice of Legal Services that a substantial relationship must still exist between the circumstances of the offense and licensed activity, even though the licensing agency is statutorily relieved from documenting its nature in writing.



WISCONSIN DEPARTMENT OF CORRECTIONS
Governor Tony Evers / Secretary Jared Hoy

DATE: 12/05/24

To Whom It May Concern,

Ms. Crystal Williams is currently on supervision in Outagamie County. She has been on supervision since 05/17/23 and will discharge on 05/17/25. Ms. Williams has had no known violations of supervision. She has completed all court ordered conditions and is following her deferred judgement agreement.

If you have any questions you may contact me at (920) 939-0761.

Sincerely,

A handwritten signature in black ink, appearing to read "Ann Nehring". The signature is fluid and cursive, with the first name "Ann" being more prominent.

Ann Nehring
Probation and Parole Agent, Unit 408
Outagamie County
2902 N. Mason St.
Appleton, WI 54914
Agent #40812

2025 RENEWALS

SECONDHAND JEWELRY DEALER

<u>COMPANY</u>	<u>AGENT</u>	<u>ADDRESS</u>
Avenue Jewelers	Jason Druxman	303 E. College Ave
Kay Jewelers	Dalton Booker	3845 E. Calumet St
Krieger Jewelers	Jamie Boyce	934 W. Northland Ave
Tennies Jewelry	Rebecca Juedes	208 E. College Ave

SECONDHAND ARTICLE DEALER

<u>COMPANY</u>	<u>AGENT</u>	<u>ADDRESS</u>
The Attique Resale	James Boylan	415 N. Oneida St
Beatnik Betty's Resale Butik	Monica Austin	214 E. College Ave
ecoATM LLC	Sean Flaherty	2700 N Ballard Rd
ecoATM LLC	Sean Flaherty	3701 E Calumet St
Eroding Winds LLC	Adam Bartlett	229 E. College Ave
Left Behind LLC	Michael Day	205 W. Wisconsin Ave
Replay Toys	Chris Freimuth	104 E. Wisconsin Ave
Richmond Resale LLC	Dean Vandenhoy	204 N. Richmond St
Tiffani's Bridal	Tiffani Ebben	210 W. College Ave
Warehouse Office Products	Jeffrey Lemery	1825 N. Richmond St

PAWNBROKER

<u>COMPANY</u>	<u>AGENT</u>	<u>ADDRESS</u>
Mister Money	Gregory Baer	1933B N. Richmond St

Form
AB-200

Alcohol Beverage License Application

For Municipal Use Only	
Municipality	Appleton
License Period	24-25

License(s) Requested: (up to two boxes may be checked)

- Class "A" Beer \$ _____ Class "B" Beer \$ 100
 "Class A" Liquor \$ _____ "Class B" Liquor \$ 500
 "Class A" Liquor (cider only) \$ _____ Reserve "Class B" Liquor \$ _____
 "Class C" Liquor (wine only) \$ _____
- Deposit \$50

Fees	
License Fees	\$ <u>600</u>
Background Check Fee	\$ <u>28</u>
Publication Fee	\$ <u>60</u>
Total Fees	\$ <u>688</u>

Part A: Premises/Business Information

1. Legal Business Name (individual name if sole proprietorship) <p style="text-align: center; font-size: 1.2em;">sushi lover in Appleton LLC</p>		
2. Business Trade Name or DBA <p style="text-align: center; font-size: 1.2em;">sushi lover</p>		
3. FEIN	4. Wisconsin Seller's Permit Number <p style="text-align: center; font-size: 1.2em;">456-1031855974-04</p>	
5. Entity Type (check one) <input type="checkbox"/> Sole Proprietor <input checked="" type="checkbox"/> Partnership <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Corporation <input type="checkbox"/> Nonprofit Organization		
6. State of Organization <p style="text-align: center; font-size: 1.2em;">Wisconsin</p>	7. Date of Organization <p style="text-align: center; font-size: 1.2em;">09/26/2024</p>	8. Wisconsin DFI Registration Number <p style="text-align: center; font-size: 1.2em;">S 156583</p>
9. Premises Address <p style="text-align: center; font-size: 1.2em;">527 W. College Ave</p>		
10. City <p style="text-align: center; font-size: 1.2em;">Appleton</p>	11. State <p style="text-align: center; font-size: 1.2em;">WI</p>	12. Zip Code <p style="text-align: center; font-size: 1.2em;">54911</p>
13. County <p style="text-align: center; font-size: 1.2em;">Outagamie</p>	14. Governing Municipality: <input checked="" type="checkbox"/> City <input type="checkbox"/> Town <input type="checkbox"/> Village of: <p style="text-align: center; font-size: 1.2em;">Appleton</p>	
15. Aldermanic District	16. Premises Phone <p style="text-align: center; font-size: 1.2em;">646-575-6119</p>	17. Premises Email <p style="text-align: center; font-size: 1.2em;">sushiloverat@gmail.com</p>
18. Website <p style="text-align: center; font-size: 1.2em;">sushiloverwi.com</p>		
19. Premises Description - Describe the building or buildings where alcohol beverages are produced, sold, stored, or consumed, and related records are kept. Describe all rooms within the building, including living quarters. Authorized alcohol beverage activities and storage of records may occur only on the premises described in this application. Attach a map or diagram and additional sheets if necessary. <p style="font-size: 1.2em;">We have a room in basement for all the alcohol store. And two cooler in dining room, sell it when customers order.</p>		
20. Mailing Address (if different from premises address)		
21. City	22. State	23. Zip Code

Part B: Questions

1. Has the business (sole proprietorship, partnership, limited liability company, or corporation) been convicted of violating federal or state laws or local ordinances? Exclude traffic offenses unless related to alcohol beverages. Yes No

If yes, list the details of violation below. Attach additional sheets if necessary.

Law/Ordinance Violated	Location	Trial Date
Penalty Imposed	Was sentence completed? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Law/Ordinance Violated	Location	Trial Date
Penalty Imposed	Was sentence completed? <input type="checkbox"/> Yes <input type="checkbox"/> No	

2. Are charges for any offenses pending against the business? Exclude traffic offenses unless related to alcohol . . . Yes No
 beverages.
 If yes, describe the nature and status of pending charges using the space below. Attach additional sheets as needed.

3. Is the applicant business or any of its officers, directors, members, agent, employees, owners, or other related individuals or entities a restricted investor with any interest in an alcohol beverage producer or distributor? . . . Yes No
 If yes, provide the name of the restricted investor and describe the nature of the interest.

4. Is the applicant business owned by another business entity? Yes No
 If yes, provide the name(s) and FEIN(s) of the business entity owners below. Attach additional sheets as needed.

4a. Name of Business Entity	4b. Business Entity FEIN
-----------------------------	--------------------------

5. Have the partners, agent, or sole proprietor satisfied the responsible beverage server training requirement for this license period? Submit proof of completion. Yes No
 6. Is the applicant business indebted to any wholesaler beyond 15 days for beer or 30 days for liquor/wine?. Yes No
 7. Does the applicant business owe past due municipal property taxes, assessments, or other fees? Yes No

Part C: Individual Information

List the name, title, and phone number for each person or entity holding the following positions in the applicant business or businesses listed in Part B, Question 4: sole proprietor, all officers, directors, and agent of a corporation or nonprofit organization, all partners of a partnership, and all members, managers, and agent of a limited liability company. Attach additional sheets if necessary.

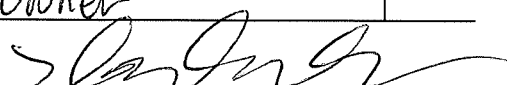
Include Form AB-100 for each person listed below. Corporations and LLCs must appoint an agent by including Form AB-101.

Last Name	First Name	Title	Phone
Sum	Zhen Zhen	Owner	
Yu	Juan	Partner	
Gao	Junjie	Partner	
Gao	Fei	Partner	

Part D: Attestation

One of the following must sign and attest to this application:
 • sole proprietor • one general partner of a partnership • one corporate officer • one member of an LLC

READ CAREFULLY BEFORE SIGNING: Under penalty of law, I have answered each of the above questions completely and truthfully. I agree that I am acting solely on behalf of the applicant business and not on behalf of any other individual or entity seeking the license. Further, I agree that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another individual or entity. I agree to operate this business according to the law, including but not limited to, purchasing alcohol beverages from state authorized wholesalers. I understand that lack of access to any portion of a licensed premises during inspection will be deemed a refusal to allow inspection. Such refusal is a misdemeanor and grounds for revocation of this license. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Last Name <i>Sum</i>	First Name <i>Zhen Zhen</i>	M.I.
Title <i>Owner</i>	Email	Phone
Signature 		Date <i>11/10/2024</i>

Part E: For Clerk Use Only

Date Application Was Filed With Clerk <i>11/11/24</i>	License Number	Date License Granted	Date License Issued
Signature of Clerk/Deputy Clerk		Date Provisional License Issued (if applicable)	

**Alcohol Beverage
Appointment of Agent**

Agent Type (check one)	
<input checked="" type="checkbox"/> Original (no fee)	<input type="checkbox"/> Successor (\$10 fee for municipal licensees only)

Part A: Business Information	
1. Legal Business Name (individual name if sole proprietor) <u>Sushi Lover in Appleton LLC</u>	
2. Business Trade Name or DBA <u>sushi lover</u>	
3. Entity Type (check one) <input checked="" type="checkbox"/> Limited Liability Company <input type="checkbox"/> Corporation <input type="checkbox"/> Nonprofit Organization	
4. Alcohol Beverage Business Authorization (check one) <input type="checkbox"/> Municipal Retail License <input checked="" type="checkbox"/> State Permit	5. If successor agent, provide State Permit or Municipal Retail License Number <u>456-1031855974-04</u>
6. Describe the reason for appointing a successor agent, if successor is checked above.	

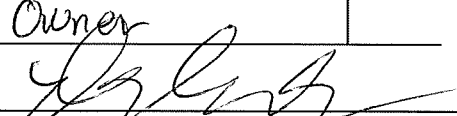
Part B: Agent Information			
1. Last Name <u>Sun</u>	2. First Name <u>Zhen Zhen</u>	3. M.I.	
4. Email		5. Phone	
6. Home Address <u>3336 Star Creek Ct.</u>			
7. City <u>Green Bay</u>	8. State <u>WI</u>	9. Zip Code <u>54311</u>	10. Age
11. Drivers License/State ID Number		12. Drivers License/State ID State of Issuance	

Part C: Agent Questions	
1. Have you satisfied the responsible beverage server training requirement? Submit proof of completion.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
2. Have you completed Form AB-100, Alcohol Beverage Individual Questionnaire? Submit a completed Form AB-100 with this form.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
3. Have you been a Wisconsin resident for at least 90 continuous days? See instructions for exceptions.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Continued →

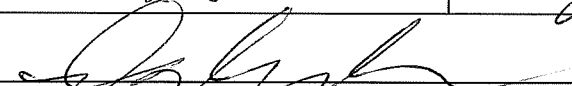
Part D: Business Attestation

READ CAREFULLY BEFORE SIGNING: I, the **Undersigned**, authorize the above-named individual to act for the above-named corporation, nonprofit organization, or limited liability company with full authority and control of the premises and of all alcohol beverage activities on such premises. I certify that I am authorized by the above-named entity to authorize this individual to act on behalf of the entity. If I am appointing a successor agent, I rescind all previous agent appointments for this premises. Further, I understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Last Name	Sun	First Name	Zhen Zhen	M.I.	
Title	Owner	Email		Phone	
Signature				Date	11/10/24

Part E: Agent Attestation

READ CAREFULLY BEFORE SIGNING: I, the **Agent**, herby accept this appointment as agent for the above-named corporation, nonprofit organization, or limited liability company and assume full responsibility for the conduct of all alcohol beverage activities on the premises for the above-named business. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Last Name	Sun	First Name	Zhen Zhen	M.I.	
Signature				Date	11/10/24



City of Appleton

Alcohol License Questionnaire

1. Applicant Name: Zhen Zhen Sun
2. Business Name: Sushi Lover in Appleton LLC
3. Business Address: 527-529 W. College Ave. Appleton,
4. Primary Business Activity: WI 54911
- Restaurant
 - Tavern/Night Club/Wine Bar
 - Painting/Craft Studio
 - Other (describe) _____

5. Select the type of business premises: Existing Building New Construction
- If existing building, please indicate the primary nature of the previous business that operated at this location. We still owned that business, just partnership changed.
- Anticipated date of opening? 01/01/2025

6. Was this premises licensed for alcohol sales/consumption during the past license year?
- Yes If yes, please contact the Community and Economic Development Department at 920-832-6468 about obtaining a copy of an existing Special Use Permit and related requirements that may run with the property.
- No If no, please contact the Community and Economic Development Department at 920-832-6468 about obtaining a Special Use Permit. A Special Use Permit may be required for your business activity prior to issuance of an alcohol license, pursuant to City of Appleton Zoning Ordinance.

7. If alcohol sales were a previous use in this building, when did the operations cease?
- The old permit still running until next year summer time.

8. Will your business sell or serve food?
- Yes If yes, please describe the type of food offerings available We are Japanese restaurant, we serving sushi and hibachi.
- No

9. Fill in the information about operational details listed below. Attaching a copy of the floor plan is encouraged.

Seating Capacity: Inside: 90 - 110
Outside:

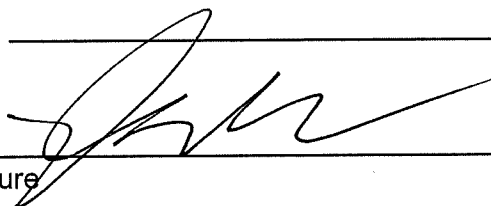
Operating Days/Hours: Inside: 11 - 2 , 4:30 - 9:30 PM
Outside:

Employees/Staff (per shift/day) Number of Personnel: 35

Approximate floor building area of the premises to be licensed: _____ sq. ft.

Approximate outdoor area of the premises to be licensed: _____ sq. ft.

Summarize the day-to-day operations of the business in the space below:



Signature

11 / 10 / 24

Date

Form
AB-200

Alcohol Beverage License Application

For Municipal Use Only	
Municipality	Appleton
License Period	24-25

License(s) Requested: (up to two boxes may be checked)

- Class "A" Beer \$ _____ Class "B" Beer \$ 100
 "Class A" Liquor \$ _____ "Class B" Liquor \$ 500
 "Class A" Liquor (cider only) \$ _____ Reserve "Class B" Liquor \$ _____
 "Class C" Liquor (wine only) \$ _____ Deposit \$50

Fees	
License Fees	\$ <u>600</u>
Background Check Fee	\$ <u>14</u>
Publication Fee	\$ <u>60</u>
Total Fees	\$ <u>674</u>

Part A: Premises/Business Information

1. Legal Business Name (individual name if sole proprietorship) <u>Eldorado Moon LLC</u>		
2. Business Trade Name or DBA <u>Missfits Tavern</u>		
3. FEIN	4. Wisconsin Seller's Permit Number <u>456-1031813051-02</u>	
5. Entity Type (check one) <input type="checkbox"/> Sole Proprietor <input checked="" type="checkbox"/> Partnership <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Corporation <input type="checkbox"/> Nonprofit Organization		
6. State of Organization <u>WISCONSIN</u>	7. Date of Organization <u>8-23-2024</u>	8. Wisconsin DFI Registration Number <u>E066938</u>
9. Premises Address <u>317 N APPLETON ST</u>		
10. City <u>APPLETON</u>	11. State <u>W</u>	12. Zip Code <u>54911</u>
13. County <u>OUTAGAMIE</u>	14. Governing Municipality: <input checked="" type="checkbox"/> City <input type="checkbox"/> Town <input type="checkbox"/> Village of: <u>APPLETON</u>	15. Aldermanic District <u>1</u>
16. Premises Phone <u>920-572-8060</u>	17. Premises Email <u>missfits317@gmail.com</u>	18. Website <u>—</u>
19. Premises Description - Describe the building or buildings where alcohol beverages are produced, sold, stored, or consumed, and related records are kept. Describe all rooms within the building, including living quarters. Authorized alcohol beverage activities and storage of records may occur only on the premises described in this application. Attach a map or diagram and additional sheets if necessary. <u>The premises consist of a building with a bar on the ground floor where alcohol is sold + consumed. There is a secure storage closet in back room that can be locked as needed for alcohol storage. Also living quarters upstairs, separate from bar area and often partially vacant.</u>		
20. Mailing Address (if different from premises address)		
21. City	22. State	23. Zip Code

Part B: Questions

1. Has the business (sole proprietorship, partnership, limited liability company, or corporation) been convicted of violating federal or state laws or local ordinances? Exclude traffic offenses unless related to alcohol beverages. Yes No

If yes, list the details of violation below. Attach additional sheets if necessary.

Law/Ordinance Violated	Location	Trial Date
Penalty Imposed	Was sentence completed? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Law/Ordinance Violated	Location	Trial Date
Penalty Imposed	Was sentence completed? <input type="checkbox"/> Yes <input type="checkbox"/> No	

2. Are charges for any offenses pending against the business? Exclude traffic offenses unless related to alcohol . . . Yes No beverages.
 If yes, describe the nature and status of pending charges using the space below. Attach additional sheets as needed.

3. Is the applicant business or any of its officers, directors, members, agent, employees, owners, or other related individuals or entities a restricted investor with any interest in an alcohol beverage producer or distributor? . . . Yes No
 If yes, provide the name of the restricted investor and describe the nature of the interest.

4. Is the applicant business owned by another business entity? Yes No
 If yes, provide the name(s) and FEIN(s) of the business entity owners below. Attach additional sheets as needed.

4a. Name of Business Entity	4b. Business Entity FEIN
-----------------------------	--------------------------

5. Have the partners, agent, or sole proprietor satisfied the responsible beverage server training requirement for this license period? Submit proof of completion. Yes No
 6. Is the applicant business indebted to any wholesaler beyond 15 days for beer or 30 days for liquor/wine?. Yes No
 7. Does the applicant business owe past due municipal property taxes, assessments, or other fees? Yes No

Part C: Individual Information

List the name, title, and phone number for each person or entity holding the following positions in the applicant business or businesses listed in Part B, Question 4: sole proprietor, all officers, directors, and agent of a corporation or nonprofit organization, all partners of a partnership, and all members, managers, and agent of a limited liability company. Attach additional sheets if necessary.


Include Form AB-100 for each person listed below. Corporations and LLCs must appoint an agent by including Form AB-101.

Last Name	First Name	Title	Phone
Strunc	Hollyann	Owner / President	
Cotton	Jordan	Vice president	

Part D: Attestation

One of the following must sign and attest to this application:
 • sole proprietor • one general partner of a partnership • one corporate officer • one member of an LLC

READ CAREFULLY BEFORE SIGNING: Under penalty of law, I have answered each of the above questions completely and truthfully. I agree that I am acting solely on behalf of the applicant business and not on behalf of any other individual or entity seeking the license. Further, I agree that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another individual or entity. I agree to operate this business according to the law, including but not limited to, purchasing alcohol beverages from state authorized wholesalers. I understand that lack of access to any portion of a licensed premises during inspection will be deemed a refusal to allow inspection. Such refusal is a misdemeanor and grounds for revocation of this license. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Last Name STRUNC	First Name HOLLYANN	M.I.
Title OWNER / PRESIDENT	Email	Phone
Signature 	Date 11-11-24	

Part E: For Clerk Use Only

Date Application Was Filed With Clerk 11/11/24	License Number	Date License Granted	Date License Issued
Signature of Clerk/Deputy Clerk		Date Provisional License Issued (if applicable)	

Alcohol Beverage Appointment of Agent

Date

Agent Type (check one)	
<input checked="" type="checkbox"/> Original (no fee)	<input type="checkbox"/> Successor (\$10 fee for municipal licensees only)

Part A: Business Information	
1. Legal Business Name (individual name if sole proprietor) Eldorado Moon LLC	
2. Business Trade Name or DBA Missfits Tavern	
3. Entity Type (check one) <input checked="" type="checkbox"/> Limited Liability Company <input type="checkbox"/> Corporation <input type="checkbox"/> Nonprofit Organization	
4. Alcohol Beverage Business Authorization (check one) <input checked="" type="checkbox"/> Municipal Retail License <input type="checkbox"/> State Permit	5. If successor agent, provide State Permit or Municipal Retail License Number
6. Describe the reason for appointing a successor agent, if successor is checked above.	

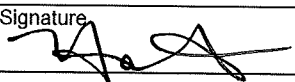
Part B: Agent Information			
1. Last Name STRUNC	2. First Name HOLLYANN	3. M.I.	
4. Email		5. Phone	
6. Home Address 706 E ELDORADO ST			
7. City APPLETON	8. State WI	9. Zip Code 54911	10. Age
11. Drivers License/State ID Number		12. Drivers License/State ID State of Issuance	

Part C: Agent Questions	
1. Have you satisfied the responsible beverage server training requirement? Submit proof of completion.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
2. Have you completed Form AB-100, Alcohol Beverage Individual Questionnaire? Submit a completed Form AB-100 with this form.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
3. Have you been a Wisconsin resident for at least 90 continuous days? See instructions for exceptions.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Continued →

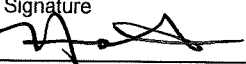
Part D: Business Attestation

READ CAREFULLY BEFORE SIGNING: I, the **Undersigned**, authorize the above-named individual to act for the above-named corporation, nonprofit organization, or limited liability company with full authority and control of the premises and of all alcohol beverage activities on such premises. I certify that I am authorized by the above-named entity to authorize this individual to act on behalf of the entity. If I am appointing a successor agent, I rescind all previous agent appointments for this premises. Further, I understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Last Name STRUNC		First Name HOLLYANN		M.I.
Title Owner	Email		Phone	
Signature 			Date 11-11-24	

Part E: Agent Attestation

READ CAREFULLY BEFORE SIGNING: I, the **Agent**, hereby accept this appointment as agent for the above-named corporation, nonprofit organization, or limited liability company and assume full responsibility for the conduct of all alcohol beverage activities on the premises for the above-named business. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Last Name STRUNC		First Name HOLLYANN		M.I.
Signature 			Date 11-11-24	

11-11-2024

To Whom It May Concern,

I am writing to formally apply for a new liquor license for my newly formed LLC, Eldorado Moon LLC. I am the owner of the property located at 317 N Appleton St, Appleton, WI 54911, where Missfits Tavern is currently operating. I also continue to be the owner of the bar, and no other operational changes are being made.

For clarity, while I still own the property and the business, I have decided to restructure and form a new LLC. This is why I am applying for a new liquor license under the newly formed entity. The ownership, operations, and the physical location of the business will remain exactly the same as they were under the previous LLC, Uncle Jim's LLC.

I appreciate your consideration of this request and would be happy to provide any additional information or documentation if needed. Please feel free to contact me

Thank you for your attention to this matter.

Sincerely,
Hollyann Strunc
Missfits Tavern

Form
AB-200

Alcohol Beverage License Application

For Municipal Use Only	
Municipality	Appleton
License Period	24-25

License(s) Requested: (up to two boxes may be checked)

- Class "A" Beer \$ _____ Class "B" Beer \$ 100
 "Class A" Liquor \$ _____ "Class B" Liquor \$ 500
 "Class A" Liquor (cider only) \$ _____ Reserve "Class B" Liquor \$ _____
 "Class C" Liquor (wine only) \$ _____ Deposit \$50

Fees	
License Fees	\$ <u>600</u>
Background Check Fee	\$ <u>7</u>
Publication Fee	\$ <u>60</u>
Total Fees	\$ <u>667</u>

Part A: Premises/Business Information			
1. Legal Business Name (individual name if sole proprietorship) <u>TASTE OF THAI APPLETON, LLC</u>			
2. Business Trade Name or DBA <u>MAD ELEPHANT</u>			
3. FEIN		4. Wisconsin Seller's Permit Number <u>456-1029142965-02</u>	
5. Entity Type (check one) <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Limited Liability Company <input type="checkbox"/> Corporation <input type="checkbox"/> Nonprofit Organization			
6. State of Organization <u>WISCONSIN</u>		7. Date of Organization <u>2023</u>	8. Wisconsin DFI Registration Number
9. Premises Address <u>1222 S. ONEIDA STREET</u>			
10. City <u>APPLETON</u>		11. State <u>WI</u>	12. Zip Code <u>54915</u>
13. County <u>OUTAGAMIE</u>	14. Governing Municipality: <input checked="" type="checkbox"/> City <input type="checkbox"/> Town <input type="checkbox"/> Village of: <u>APPLETON</u>		15. Aldermanic District
16. Premises Phone <u>920-830-2030</u>	17. Premises Email <u>TASTEOFTHAI789@gmail.com</u>	18. Website <u>WWW.madelephantrestaurant.com</u>	
19. Premises Description - Describe the building or buildings where alcohol beverages are produced, sold, stored, or consumed, and related records are kept. Describe all rooms within the building, including living quarters. Authorized alcohol beverage activities and storage of records may occur only on the premises described in this application. Attach a map or diagram and additional sheets if necessary. <u>SAME AS BEFORE</u>			
20. Mailing Address (if different from premises address)			
21. City		22. State	23. Zip Code

Part B: Questions			
1. Has the business (sole proprietorship, partnership, limited liability company, or corporation) been convicted of violating federal or state laws or local ordinances? Exclude traffic offenses unless related to alcohol beverages. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, list the details of violation below. Attach additional sheets if necessary.			
Law/Ordinance Violated		Location	Trial Date
Penalty Imposed		Was sentence completed? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Law/Ordinance Violated		Location	Trial Date
Penalty Imposed		Was sentence completed? <input type="checkbox"/> Yes <input type="checkbox"/> No	

2. Are charges for any offenses pending against the business? Exclude traffic offenses unless related to alcohol . . Yes No beverages.
 If yes, describe the nature and status of pending charges using the space below. Attach additional sheets as needed.

3. Is the applicant business or any of its officers, directors, members, agent, employees, owners, or other related individuals or entities a restricted investor with any interest in an alcohol beverage producer or distributor? . . Yes No
 If yes, provide the name of the restricted investor and describe the nature of the interest.

4. Is the applicant business owned by another business entity? Yes No
 If yes, provide the name(s) and FEIN(s) of the business entity owners below. Attach additional sheets as needed.

4a. Name of Business Entity	4b. Business Entity FEIN
-----------------------------	--------------------------

5. Have the partners, agent, or sole proprietor satisfied the responsible beverage server training requirement for this license period? Submit proof of completion. Yes No
 6. Is the applicant business indebted to any wholesaler beyond 15 days for beer or 30 days for liquor/wine?. Yes No
 7. Does the applicant business owe past due municipal property taxes, assessments, or other fees? Yes No

Part C: Individual Information

List the name, title, and phone number for each person or entity holding the following positions in the applicant business or businesses listed in Part B, Question 4: sole proprietor, all officers, directors, and agent of a corporation or nonprofit organization, all partners of a partnership, and all members, managers, and agent of a limited liability company. Attach additional sheets if necessary.

Include Form AB-100 for each person listed below. Corporations and LLCs must appoint an agent by including Form AB-101.

Last Name	First Name	Title	Phone
JITMAIWONG	CHISA	OWNER	

Part D: Attestation

One of the following must sign and attest to this application:
 • sole proprietor • one general partner of a partnership • one corporate officer • one member of an LLC

READ CAREFULLY BEFORE SIGNING: Under penalty of law, I have answered each of the above questions completely and truthfully. I agree that I am acting solely on behalf of the applicant business and not on behalf of any other individual or entity seeking the license. Further, I agree that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another individual or entity. I agree to operate this business according to the law, including but not limited to, purchasing alcohol beverages from state authorized wholesalers. I understand that lack of access to any portion of a licensed premises during inspection will be deemed a refusal to allow inspection. Such refusal is a misdemeanor and grounds for revocation of this license. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Last Name JITMAIWONG	First Name CHISA	M.I.
Title OWNER	Email	Phone
Signature CHISA J.		Date 11/25/2024

Part E: For Clerk Use Only

Date Application Was Filed With Clerk 11/25/24	License Number	Date License Granted	Date License Issued
Signature of Clerk/Deputy Clerk		Date Provisional License Issued (if applicable)	

Alcohol Beverage Appointment of Agent

Date

Agent Type (check one)	
<input checked="" type="checkbox"/> Original (no fee)	<input type="checkbox"/> Successor (\$10 fee for municipal licensees only)

Part A: Business Information	
1. Legal Business Name (individual name if sole proprietor) TASTE OF THAI APPLETON, LLC	
2. Business Trade Name or DBA MAD ELEPHANT	
3. Entity Type (check one) <input checked="" type="checkbox"/> Limited Liability Company <input type="checkbox"/> Corporation <input type="checkbox"/> Nonprofit Organization	
4. Alcohol Beverage Business Authorization (check one) <input type="checkbox"/> Municipal Retail License <input type="checkbox"/> State Permit	5. If successor agent, provide State Permit or Municipal Retail License Number
6. Describe the reason for appointing a successor agent, if successor is checked above.	

Part B: Agent Information			
1. Last Name JITMAIWONG	2. First Name CHISA	3. M.I.	
4. Email		5. Phone	
6. Home Address N203 PINECREST BLVD,			
7. City APPLETON	8. State WI	9. Zip Code 54915	10. Age
11. Drivers License/State ID Number		12. Drivers License/State ID State of Issuance	

Part C: Agent Questions	
1. Have you satisfied the responsible beverage server training requirement? Submit proof of completion.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
2. Have you completed Form AB-100, <i>Alcohol Beverage Individual Questionnaire</i> ? Submit a completed Form AB-100 with this form.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
3. Have you been a Wisconsin resident for at least 90 continuous days? See instructions for exceptions.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Continued →

Part D: Business Attestation

READ CAREFULLY BEFORE SIGNING: I, the **Undersigned**, authorize the above-named individual to act for the above-named corporation, nonprofit organization, or limited liability company with full authority and control of the premises and of all alcohol beverage activities on such premises. I certify that I am authorized by the above-named entity to authorize this individual to act on behalf of the entity. If I am appointing a successor agent, I rescind all previous agent appointments for this premises. Further, I understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Last Name JITMAIWONG		First Name CHISA		M.I.
Title OWNER	Email		Phone	
Signature CHISA J.			Date 11/25/24	

Part E: Agent Attestation

READ CAREFULLY BEFORE SIGNING: I, the **Agent**, hereby accept this appointment as agent for the above-named corporation, nonprofit organization, or limited liability company and assume full responsibility for the conduct of all alcohol beverage activities on the premises for the above-named business. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Last Name JITMAIWONG		First Name CHISA		M.I.
Signature CHISA J.			Date 11/25/24	



APPLETON POLICE DEPARTMENT

COMPASSION ★ INTEGRITY ★ COURAGE

Appleton Police Department
222 South Walnut Street
Appleton, WI 54911
Phone: 920.832.5500
Fax: 920.832.5553
police.appletonwi.gov

To: Alderperson Christopher Croatt – Chairperson Safety & Licensing Committee

From: Captain Jack Taschner

Date: November 13, 2024

RE: Sole Source Memo for ARPA Funding of the APD Load Bearing Vests

The Police Department has been allocated \$66,000 from ARPA funds for the purpose of getting our officers into Load Bearing Vests with Ballistic Rifle Plate capabilities. The expiration of our current Ballistic Rifle Plate system and the changeover from the standard uniform has created the need for this system.

Currently officers are issued Soft Body Armor (bulletproof vests) in a 5-year rotating cycle. We have used Armor Express brand vests for the last 8 years, with Nelson Tactical as our vendor. Due to the exact nature in which each individual vest is measured, and the copyrighted style that each brand works under, it is a necessity that we stay with Armor Express vests to allow this transition to work.

The Armor Express Raven 2.0 is what we are transitioning to. New officers in 2025 and those that are up in the rotation cycle will be put in this vest and issued a Ballistic Rifle Plate. The rest of the officers would be offered the “Bravo” cut version of the Raven 2.0, which would work in conjunction with their current soft body armor.



SOLE SOURCE REQUEST

The undersigned certifies that the commodity/service shown below qualifies as a sole source request and meets one or more of the following requirements. The department has demonstrated, and the Purchasing Manager concurs that only one source exists, the price is equitable, and/or noncompetitive negotiation is in the best interests of the City.

- Unique, proprietary, or one-of-a-kind:** Specific commodity/service is required and available from only one source, giving the City a superior and necessary benefit that cannot be obtained from other sources.
- Inadequate competition:** Purchasing solicitation (bid, proposal, or quote) did not result in any qualified vendor responses and competition is determined to be inadequate.
- Health or Safety Concern:** When a health or safety concern exists that is *not* an immediate threat but needs to be addressed in a period that does not allow for formal competitive procurement procedures.
- Continuity of design:** Consistency with current commodity or service.
- Emergency procurement:** A risk of human suffering or substantial damage to real or personal property exists requiring immediate attention.
- Cooperative purchase:** Purchase from another governmental unit contract or state approved purchasing association.
- Other:** Description provided below

PROPOSED DETAILS

Requesting dept: Police
Product/service: Load bearing vests
Vendor name: Armor Express
Total cost: Not to exceed \$66,000

Justification and price quotation provided by the department, for the items to be considered and approved as a sole source purchase attached for review.


Purchasing Manager

11/14/24
Date



GRANT TRACKING FORM

PART #1: Notification of Grant Funds

(email to jeri.ohman@appletonwi.gov)

APPLICANT DEPARTMENT: Appleton Fire Department

DATE: 12/05/2024

APPLICANT DEPARTMENT GRANT CONTACT NAME/TITLE: Jeremy Hansen, Fire Chief

COMMITTEE OF JURISDICTION: Safety & Licensing Committee

NAME OF GRANT/FUNDING SOURCE: Assistance to Firefighters Grant

AMOUNT OF GRANT REQUEST: \$701,805.00

LOCAL MATCH REQUIREMENT: \$63,800.46

SOURCE OF MATCH: General Fund

Non-General Fund

Not Applicable

TIMEFRAME OF GRANT: 01/09/2025 through 10/31/2025

TYPE OF GRANT REQUEST: Monetary Other (explain under 'purpose of grant')

PURPOSE OF GRANT (summary): The Appleton Fire Department (AFD) is requesting grant funding to support the purchase of self-contained breathing apparatus (SCBA). Current SCBAs were purchased in 2013 and manufactured under the National Fire Protection Association (NFPA) 1981, 2007 ed. These SCBAs are obsolete and noncompliant as they are two NFPA cycles and greater than 10-years of age from the date they were manufactured.

How does the grant meet City/Department/Program goals? This project relates to the City's mission of being '...dedicated to meeting the needs of the community and enhancing its quality of life.' This project will assist with Goal # 2 that states "provide technologies and responsive support that meets the needs of the organization."

What are the personnel requirements (include both existing and new staff) of the grant? There are no personnel requirements other than training on the equipment.

DEPARTMENT HEAD SIGNATURE: _____

PART #2: Request to Accept Grant Funds

(complete after notification of grant award; email to tony.saucerman@appleton.org)

AMOUNT OF GRANT AWARD: \$ _____

FEDERAL/STATE ID #: _____

LOCAL MATCH REQUIREMENT: \$ _____

Please describe the source of match, if applicable: _____

Please describe any major changes in proposed grant-funded activities: _____

PART	TO:	DATE:	TO:	DATE:	TO:	DATE:
#1: Request to Apply	Finance Dept		COJ – Info/Action		FAC – Info/Action	
#2: Request to Accept	Finance Dept		COJ – Action		FAC – Action	

COJ = Committee of Jurisdiction

FAC = Finance and Administration Committee



FIRE DEPARTMENT

MEMORANDUM

Date: December 4, 2024
To: Safety and Licensing Committee and Common Council
From: Jeremy Hansen, Fire Chief
Subject: Request Approval to Purchase Cardiac Monitors

This past November, the City of Appleton Common Council ratified the 2025 Budget and Service Plan. The 2025 budget included capital funding for advanced life support (ALS) cardiac monitors. This critical life-saving equipment is the cornerstone of our medical service level upgrade to paramedic in 2025.

The primary benefit of this project is the community will receive a significantly reduced time between incident dispatch and ALS intervention. The Appleton Fire Department (AFD) will be able to provide skills like advanced airways, medication administration for pain management, respiratory distress, and cardiac emergencies prior to the arrival of an ambulance.

Members of the AFD Cardiac Monitor Committee participated in vendor presentations, product demonstrations, hands-on application, and extensive research to develop a specification that will meet the needs of our community. On October 22, 2024, a request for quotes (RFQ) was sent out. Vendor quotes were due November 20, 2024. We had three vendors submit a sealed quote. The sealed quotes were disseminated to the AFD Cardiac Monitor Committee to be independently scored. After the scoring was complete, the committee unanimously selected the LIFEPAK 35 as the preferred cardiac monitor. A copy of the compiled scoring criteria is attached.

The AFD is requesting approval to purchase the LIFEPAK 35 cardiac monitor through Stryker Sales, LLC after January 1, 2025.

If you have questions or concerns, please don't hesitate to contact me at 920-832-5810. Thank you for your consideration.

Cardiac Monitor Evaluation Form

Criteria	Interoperability			Cost			Ease of Use			Portability			Data Connectivity			Durability			Functionality		
Comments	Assess how well the monitor integrates with Gold Cross Ambulance, transfer of care, data and equipment exchange.			Consider the initial purchase cost, as well as ongoing maintenance, accessories, and consumables.			Evaluate how user friendly the monitor is, including setup, operation, and training.			Consider size, weight, and ease of transportation.			Rate the ability to transmit data to hospitals or other systems, including features like Bluetooth, Wi-Fi, or cloud storage. Also, consider Pulsara and Image Trend APIs.			Evaluate how well the monitor withstands harsh conditions. How sturdy are cables connections? How well are the cases built.			How well do the features enhance clinical care? Is there an AED mode? CPR Feedback? Ventilation Feedback		
Vendor	Stryker (1-5)	Tempus (1-5)	Zoll (1-5)	Stryker (1-5)	Tempus (1-5)	Zoll (1-5)	Stryker (1-5)	Tempus (1-5)	Zoll (1-5)	Stryker (1-5)	Tempus (1-5)	Zoll (1-5)	Stryker (1-5)	Tempus (1-5)	Zoll (1-5)	Stryker (1-5)	Tempus (1-5)	Zoll (1-5)	Stryker (1-5)	Tempus (1-5)	Zoll (1-5)
Evaluators																					
Eval #1	5	4	4	5	2	4	5	2	4	4	5	4	5	4	4	5	3	4	5	3	4
Eval #2	4	3	5	4	3	5	5	3	4	4	2	4	5	4	5	5	3	3	5	3	3
Eval #3	4	2	4	4	3	3	4	3	2	2	3	3	4	4	4	5	3	3	4	3	2
Eval #4	3	DNQ	4	2	DNQ	3	5	DNQ	3	3	DNQ	4	4	DNQ	4	4	DNQ	3	5	DNQ	3
Eval #5	3	3	5	3	3	4	5	4	1	3	2	4	4	4	4	5	2	3	5	4	4
Eval #6	5	1	2	5	1	2	5	1	2	5	1	2	5	1	2	5	1	2	5	1	2
Eval #7	4	3	5	4	3	5	5	4	3	3	4	5	5	3	3	5	2	3	5	4	4
Total	28	16	29	27	15	26	34	17	19	24	17	26	32	20	26	34	14	21	34	18	22
Criteria Weight	0.3	0.3	0.3	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.15	0.15	0.15	0.1	0.1	0.1	0.15	0.15	0.15
Weighed Score	8.4	4.8	8.7	2.7	1.5	2.6	3.4	1.7	1.9	2.4	1.7	2.6	4.8	3	3.9	3.4	1.4	2.1	5.1	2.7	3.3

Final Score	
Stryker	30.20
Tempus	16.80
Zoll	25.10

RELOCATION ORDER

RE1708 10/2018

Project 4984-24-74-4.01	Road name North Lawe Street	Highway Local Highway	County Outagamie
Right of way plat date November 19, 2024	Plat sheet number(s) 4.01, 4.02, and 4.03	Previously approved Relocation Order date N/A	

Description of termini of project:

THAT PART OF LOT 1 OF CSM 7338, PART OF LOTS 1, 4, 5, 8, 9, AND 12, BLOCK 4, PART OF LOTS 1 AND 8, BLOCK 17, PART OF LOTS 1 AND 8, BLOCK 31, PART OF LOTS 8 AND 9, BLOCK 30, PART OF LOTS 7-10, BLOCK 18, PART OF LOTS 8-13, BLOCK 3, PART OF LOTS 8-12, BLOCK 6, OF LAWSBURGH PLAT, PART OF LOT 14, BLOCK 6, AND PART OF LOTS 8 AND 9, BLOCK 12, BATEMAN'S ADDITION TO THE CITY OF APPLETON, BEING IN PART OF GOVERNMENT LOT 1, SECTION 26, ALL IN TOWNSHIP 21 NORTH, RANGE 17 EAST, CITY OF APPLETON, OUTAGAMIE COUNTY, WISCONSIN.

To properly establish, lay out, widen, enlarge, extend, construct, reconstruct, improve, or maintain a portion of the highway designated above, it is necessary to relocate or change and acquire certain lands or interests in lands as shown on the right of way plat for the above project.

To effect this change, pursuant to authority granted under Section 62.22, Wisconsin Statutes, the City of Appleton orders that:

1. The said highway is laid out and established to the lines and widths as shown on the plat.
2. The required lands or interests in lands as shown on the plat shall be acquired in the name of the City of Appleton, pursuant to the provisions of Section 62.22, Wisconsin Statutes.
3. This order supersedes and amends any previous order issued by the: City of Appleton.

Dated: December _____, 2024

City of Appleton

By: _____
Jacob A. Woodford, Mayor

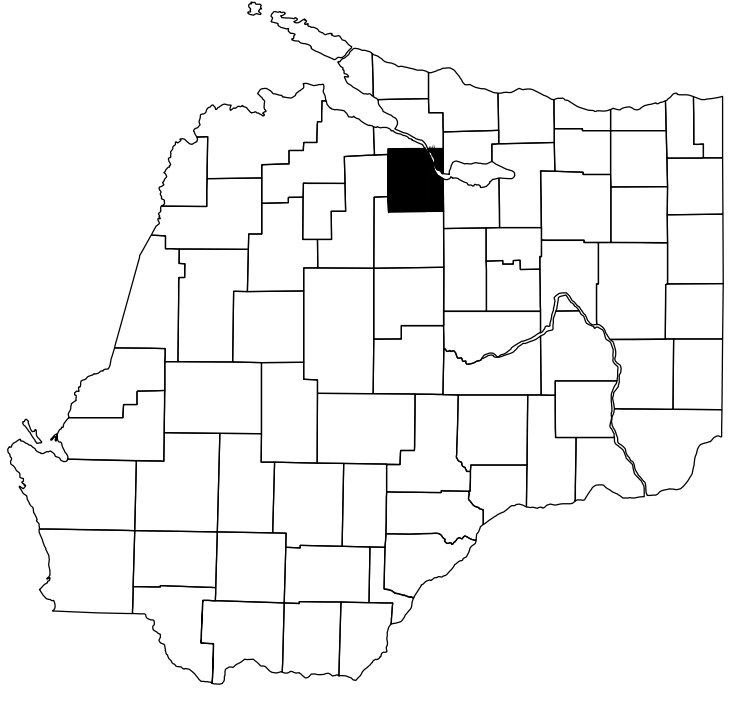
By: _____
Kami Lynch, City Clerk

Subscribed and sworn to before me
this ____ day of December 2024.

Jamie L. Griesbach
Notary Public, State of Wisconsin
My commission expires: 11/11/2025

This instrument was drafted by:
Christopher R. Behrens, City Attorney

CityLaw A24-0515



CITY OF APPLETON TRANSPORTATION PROJECT PLAT TITLE SHEET 4984-24-74-4.01 C APPLETON, LAWE STREET COLLEGE AVENUE TO WISCONSIN AVENUE

CONVENTIONAL SYMBOLS

SECTION LINE	SECTION CORNER SYMBOL	R/W MONUMENT (TO BE SET)
QUARTER LINE	NON-MONUMENTED	NON-MONUMENTED
SIXTEENTH LINE	R/W POINT	R/W POINT
NEW REFERENCE LINE	FOUND IRON PIN (1-INCH UNLESS NOTED)	FOUND IRON PIN (1-INCH UNLESS NOTED)
NEW R/W LINE	GEODETIC SURVEY MONUMENT	GEODETIC SURVEY MONUMENT
EXISTING R/W OR HE LINE	SIXTEENTH CORNER MONUMENT	SIXTEENTH CORNER MONUMENT
PROPERTY LINE	SIGN	SIGN
LOT, TIE & OTHER MINOR LINES	OFF-PREMISE SIGN	OFF-PREMISE SIGN
NEW R/W LINE	COMPENSABLE	NON-COMPENSABLE
SLOPE INTERCEPT	ELECTRIC POLE	ELECTRIC POLE
CORPORATE LIMITS	TELEPHONE POLE	TELEPHONE POLE
UNDERGROUND FACILITY (COMMUNICATIONS, ELECTRIC, ETC)	PEDESTAL (LABEL TYPE) (TV, TEL, ELEC, ETC.)	PEDESTAL (LABEL TYPE) (TV, TEL, ELEC, ETC.)
NEW R/W (FEE OR HE) (HATCHING VARIES BY OWNER)	ACCESS RESTRICTED BY ACQUISITION	ACCESS RESTRICTED BY ACQUISITION
TEMPORARY LIMITED EASEMENT AREA	NO ACCESS (BY STATUTORY AUTHORITY)	NO ACCESS (BY STATUTORY AUTHORITY)
EASEMENT AREA (PERMANENT LIMITED OR RESTRICTED DEVELOPMENT)	ACCESS RESTRICTED (BY PREVIOUS PROJECT OR CONTROL)	ACCESS RESTRICTED (BY PREVIOUS PROJECT OR CONTROL)
TRANSMISSION STRUCTURES	NO ACCESS (NEW HIGHWAY)	NO ACCESS (NEW HIGHWAY)
BUILDING	PARCEL NUMBER	PARCEL NUMBER
BRIDGE	PARALLEL OFFSETS	PARALLEL OFFSETS
TO BE REMOVED	CULVERT	CULVERT

CONVENTIONAL ABBREVIATIONS

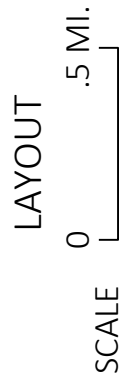
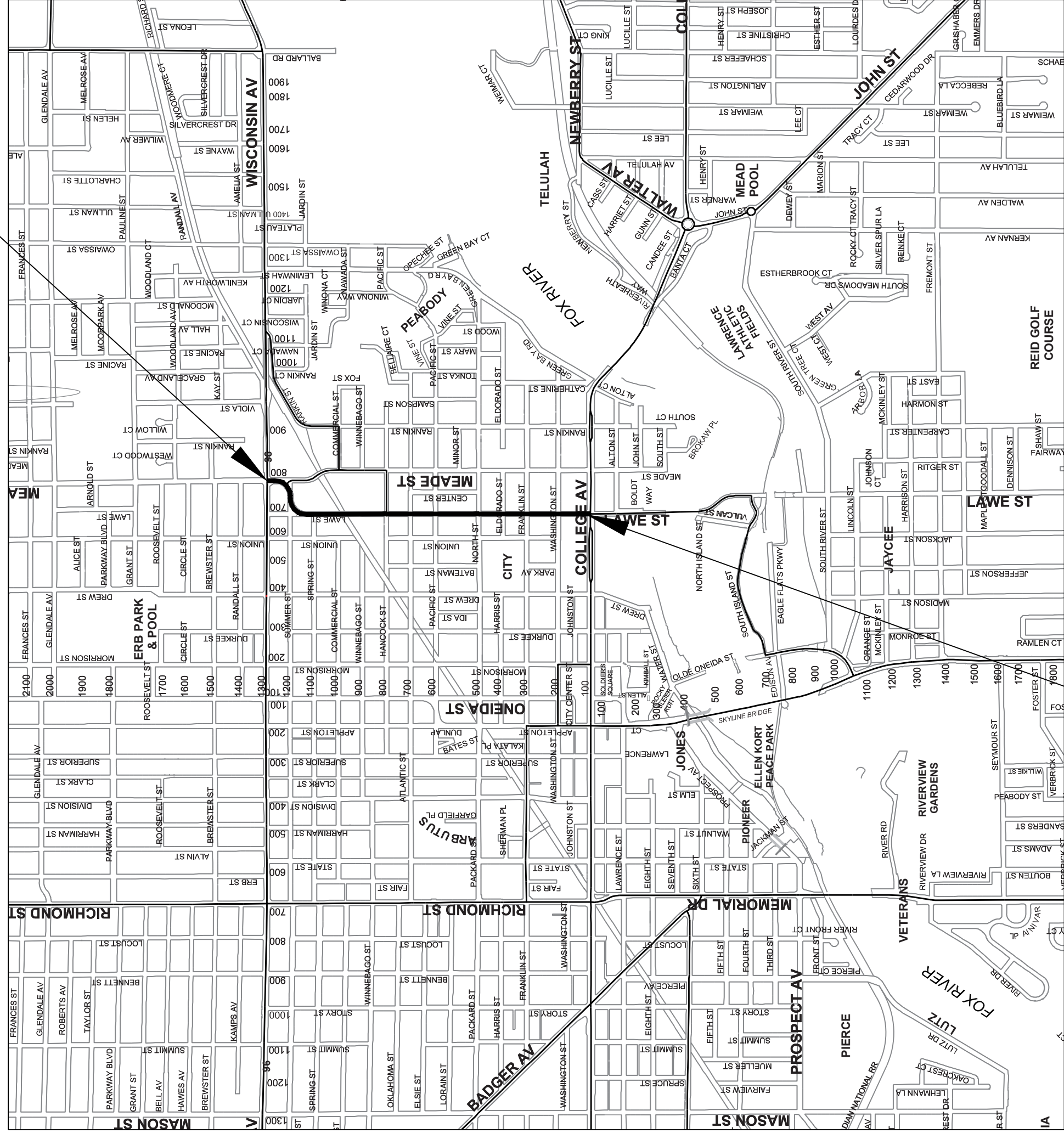
ACCESS RIGHTS	AR	POINT OF COMPOUND CURVE	PCC
ACRES	AC	POINT OF INTERSECTION	PI
ALUMINUM	AH	PROPERTY LINE	PL
ALUM AND OTHERS	ALUM	RECORDED AS	REC (100')
BACK	BA	REEL / IMAGE	R/I
BLOCK	BLK	REFERENCE LINE	R/L
CENTERLINE	CL	REMAINING	REM
CERTIFIED SURVEY MAP	CSM	RESTRICTIVE DEVELOPMENT EASEMENT	RDE
CONCRETE	CONC	RIGHT	RT
COUNTY	CO	RIGHT OF WAY	R/W
COUNTY TRUNK HIGHWAY	CTH	SECTION	SEC
DISTANCE	DIST	SEPTIC VENT	SEPV
CORNER	COR	SQUARE FEET	SF
DOCUMENT NUMBER	DOC	STATE TRUNK HIGHWAY	STH
EASEMENT	EASE	STATION	STA
EXISTING	EX	TELEPHONE PEDESTAL	TP
GAS VALVE	GV	TEMPORARY LIMITED EASEMENT	TLE
GRID NORTH	GN	TRANSPORTATION PROJECT PLAT IDENTIFICATION	TPP
HIGHWAY EASEMENT	HE	UNITED STATES HIGHWAY	USH
IDENTIFICATION	ID	VOLUME	V
LAND CONTRACT	LC		
LEFT	LT		
MONUMENT	MON		
NATIONAL GEODETIC SURVEY NUMBER	NGS		
NO	NO		
OUTLOT	OL		
PAGE	P		
POINT OF TANGENCY	PT		
PERMANENT LIMITED EASEMENT	PLE		
POINT OF BEGINNING	POB		
POINT OF CURVATURE	PC		

CONVENTIONAL UTILITY SYMBOLS

WATER	W
GAS	G
TELEPHONE	T
OVERHEAD TRANSMISSION LINES	OH
ELECTRIC	E
CABLE TELEVISION	TV
FIBER OPTIC	FO
SANITARY SEWER	SS
STORM SEWER	SS
ELECTRIC TOWER	ET

CURVE DATA ABBREVIATIONS

LONG CHORD	LCH
LONG CHORD BEARING	LCB
RADIUS	R
DEGREE OF CURVE	D
CENTRAL ANGLE	CA/Delta
LENGTH OF CURVE	L
TANGENT	T
DIRECTION AHEAD	DA
DIRECTION BACK	DB



THE NOTES, CONVENTIONAL SIGNS, AND ABBREVIATIONS ARE ASSOCIATED WITH EACH TRANSPORTATION PROJECT PLAT FOR PROJECT 4984-24-74.

NOTES:

POSITIONS SHOWN ON THIS PLAT ARE WISCONSIN COORDINATE REFERENCE SYSTEM COORDINATES (WISCRS), OUTAGAMIE COUNTY, NAD83(2011), IN U.S. SURVEY FEET. VALUES SHOWN ARE GRID COORDINATES, GRID BEARINGS, AND GRID DISTANCES. GRID DISTANCES MAY BE USED AS GROUND DISTANCES.

ALL NEW RIGHT-OF-WAY MONUMENTS WILL BE TYPE 2 (TYPICALLY 3/4" X 24" IRON REBARS), UNLESS OTHERWISE NOTED, AND WILL BE PLACED PRIOR TO THE COMPLETION OF THE PROJECT.

RIGHT-OF-WAY BOUNDARIES ARE DEFINED WITH COURSES OF THE PERIMETER OF THE HIGHWAY LANDS REFERENCED TO THE U.S. PUBLIC LAND SURVEY SYSTEM OR OTHER "SURVEYS" OF PUBLIC RECORD.

FOUND MONUMENT INFORMATION SHOWN REPRESENTS TYPE AND LOCATION OF EXISTING MONUMENTS WITHOUT OPINION AS TO THEIR VALIDITY AND USE AS A PROPERTY CORNER.

DIMENSIONING FOR THE NEW RIGHT-OF-WAY IS MEASURED ALONG AND PERPENDICULAR TO THE NEW REFERENCE LINES.

A TEMPORARY LIMITED EASEMENT (TLE) IS A RIGHT FOR CONSTRUCTION PURPOSES, AS DEFINED HEREIN, INCLUDING THE RIGHT TO OPERATE NECESSARY EQUIPMENT THEREON, THE RIGHT OF INGRESS AND EGRESS, AS LONG AS REQUIRED FOR SUCH PUBLIC PURPOSE, INCLUDING THE RIGHT TO PRESERVE, PROTECT, REMOVE, OR PLANT THEREON ANY VEGETATION THAT THE HIGHWAY AUTHORITIES MAY DEEM DESIRABLE. ALL (TLES) ON THIS PLAT EXPIRE AT THE COMPLETION OF THE CONSTRUCTION PROJECT FOR WHICH THIS INSTRUMENT IS GIVEN.

A PERMANENT LIMITED EASEMENT (PLE) IS A RIGHT FOR CONSTRUCTION AND MAINTENANCE PURPOSES, AS DEFINED HEREIN, INCLUDING THE RIGHT TO OPERATE NECESSARY EQUIPMENT THEREON AND THE RIGHT OF INGRESS AND EGRESS, AS LONG AS REQUIRED FOR SUCH PUBLIC PURPOSE, INCLUDING THE RIGHT TO PRESERVE, PROTECT, REMOVE, OR PLANT THEREON ANY VEGETATION THAT THE HIGHWAY AUTHORITIES MAY DEEM DESIRABLE, BUT WITHOUT PREJUDICE TO THE OWNER'S RIGHTS TO MAKE OR CONSTRUCT IMPROVEMENTS ON SAID LANDS OR TO FLATTEN THE SLOPES, PROVIDING SAID ACTIVITIES WILL NOT IMPAIR OR OTHERWISE ADVERSELY AFFECT THE HIGHWAY FACILITIES. PLE'S ARE FOR MUNICIPAL UTILITY PURPOSES AND ARE NON-MONUMENTED.

AN EASEMENT FOR HIGHWAY PURPOSES (HE), AS LONG AS SO USED, INCLUDING THE RIGHT TO PRESERVE, PROTECT, REMOVE, OR PLANT THEREON ANY VEGETATION THAT THE HIGHWAY AUTHORITIES MAY DEEM DESIRABLE.

PROPERTY LINES SHOWN ON THIS PLAT FOR PROPERTIES BEING IMPACTED ARE DRAWN FROM DATA DERIVED FROM FILED/RECORDED MAPS AND DOCUMENTS OF PUBLIC RECORD AND/OR EXISTING OCCUPATIONAL LINES. THIS PLAT MAY NOT BE A TRUE REPRESENTATION OF EXISTING PROPERTY LINES, EXCLUDING RIGHT-OF-WAY, AND SHOULD NOT BE USED AS A SUBSTITUTE FOR AN ACCURATE FIELD SURVEY.

ALL RIGHT-OF-WAY LINES DERIVED IN THE NON-ACQUISITION AREAS ARE INTENDED TO RE-ESTABLISH EXISTING RIGHT-OF-WAY LINES AS DETERMINED FROM PREVIOUS PROJECTS, OTHER RECORDED DOCUMENTS, CENTERLINE OF EXISTING PAVEMENTS AND/OR EXISTING OCCUPATIONAL LINES.

FOR CURRENT ACCESS/DRIVEWAY INFORMATION, CONTACT THE CITY OF APPLETON.

PARCEL AND UTILITY IDENTIFICATION NUMBERS MAY NOT POINT TO ALL AREAS OF ACQUISITION, AS NOTED ON THE TPP DETAIL PAGES.

INFORMATION FOR THE BASIS OF EXISTING HIGHWAY RIGHT-OF-WAY POINTS OF REFERENCE AND ACCESS CONTROL ARE LISTED ON THE TPP DETAIL PAGES.

TRANSPORTATION PROJECT PLAT NO: 4984-24-74-4.01

SEE TPP 4984-24-74-4.02

THAT PART OF LOT 1 OF CSM 7338, PART OF LOTS 1, 4, 5, 8, 9, AND 12, BLOCK 4, PART OF LOTS 1 AND 8, BLOCK 17, PART OF LOTS 1 AND 8, BLOCK 31, PART OF LOTS 8 AND 9, BLOCK 30, PART OF LOTS 7-10, BLOCK 18, PART OF LOTS 8-13, BLOCK 3, PART OF LOTS 8-12, BLOCK 6, OF LAWSBURGH PLAT, PART OF LOT 14, BLOCK 6, AND PART OF LOTS 8 AND 9, BLOCK 12, BATEMAN'S ADDITION TO THE CITY OF APPLETON, BEING IN PART OF GOVERNMENT LOT 1, SECTION 26, ALL IN TOWNSHIP 21 NORTH, RANGE 17 EAST, CITY OF APPLETON, OUTAGAMIE COUNTY, WISCONSIN

RELOCATION ORDER - N LAWE STREET, COLLEGE AVE TO WISCONSIN AVENUE, OUTAGAMIE COUNTY

TO PROPERLY ESTABLISH, LAY OUT, WIDEN, ENLARGE, EXTEND, CONSTRUCT, RECONSTRUCT, IMPROVE, OR MAINTAIN A PORTION OF THE HIGHWAY DESIGNATED ABOVE, THE CITY OF APPLETON DEEMS IT NECESSARY TO RELOCATE OR CHANGE SAID HIGHWAY AND ACQUIRE CERTAIN LANDS AND INTERESTS OR RIGHTS IN LANDS FOR THE ABOVE PROJECT.

TO EFFECT THIS CHANGE, PURSUANT TO AUTHORITY GRANTED UNDER SECTION 62.22, WISCONSIN STATUTES, THE CITY OF APPLETON HEREBY ORDERS THAT:

- THAT PORTION OF SAID HIGHWAY AS SHOWN ON THIS PLAT IS LAID OUT AND ESTABLISHED TO THE LINES AND WIDTHS AS SO SHOWN FOR THE ABOVE PROJECT.
- THE LANDS OR INTERESTS OR RIGHTS IN LANDS AS SHOWN ON THIS PLAT ARE REQUIRED BY THE CITY FOR THE ABOVE PROJECT AND SHALL BE ACQUIRED IN THE NAME OF THE CITY OF APPLETON, PURSUANT TO THE PROVISIONS OF SECTION 62.22, WISCONSIN STATUTES.

PARCEL NUMBER	OWNER(S)	INTEREST(S) REQUIRED	R/W ACRES REQUIRED			
			NEW	EXISTING	TOTAL	TLE
1	LAWRENCE UNIVERSITY OF WISCONSIN	FEE & TLE	0.025	---	0.025	0.083
2	KC KAMPS & RUTHANN CRAGER	TLE	---	---	---	0.012
3	MICHAEL D. BAZILE	TLE	---	---	---	0.010
4	JOHN R. & HOPE M. ZIRBEL	TLE	---	---	---	0.009
6	ROSS J. GALSHEEN & BECKY L. SIPIORSKI-GLASHEEN	TLE	---	---	---	0.012
7	ROY EARL OLSON, III	TLE	---	---	---	0.016
8	ANNA, THOMAS & KIM GOELZ	TLE	---	---	---	0.016
9	PHYLLIS A. COLLAR	TLE	---	---	---	0.021
11	SCOTT R. REINECK	TLE	---	---	---	0.038
12	SAMUEL JAMES FARRELL & MARIAH STAELENS	TLE	---	---	---	0.018
13	MARK T. & AYMEE L. ROVICK	TLE	---	---	---	0.020
14	RONALD A. WAHL LIVING TRUST DATED FEBRUAREY 14, 2024	TLE	---	---	---	0.027
16	BOBBY L. & ALLISON M. FLESHMAN	TLE	---	---	---	0.022
17	RICHARD A. SANERIB	TLE	---	---	---	0.017
18	DANIEL JOHNSON & JENNIFER LE	TLE	---	---	---	0.011
19	JASON PAUL MARIER	TLE	---	---	---	0.004
21	BRIAN L. SORENSEN & LISA A. NEREHAUSEN	TLE	---	---	---	0.025
22	VILLA PHOENIX, INC	TLE	---	---	---	0.024
23	PERRI A. DUCKLOW	TLE	---	---	---	0.015
24	ET HOLDINGS LLC	TLE	---	---	---	0.012
26	WESLEY W. FIETZER AND NANCY E. FIETZER REVOCABLE TRUST DATED MAY 26, 1998	TLE	---	---	---	0.011
27	MOONLIMIT LLC	TLE	---	---	---	0.012
28	CAITLYN M. HILLS	TLE	---	---	---	0.011
29	226 228 N LAWE, LLC	TLE	---	---	---	0.012
31	224 N LAWE, LLC	TLE	---	---	---	0.007
32	LJM2, LLC	TLE	---	---	---	0.014
33	GARY L. & NANCY A. BURNS	TLE	---	---	---	0.010
34	HRI GROUP LLC	TLE	---	---	---	0.010
36	DRS INVESTMENTS LLC	TLE	---	---	---	0.012
37	JOSEPH CARLTON CRAMER	TLE	---	---	---	0.014
38	122 N LAWE LLC	TLE	---	---	---	0.014
39	KARIN ANN MORTIER	TLE	---	---	---	0.011

NOTES:

POSITIONS SHOWN ON THIS PLAT ARE WISCONSIN COORDINATE REFERENCE SYSTEM COORDINATES (WISCRS), OUTAGAMIE COUNTY, NAD83(2011), IN U.S. SURVEY FEET. VALUES ARE GRID COORDINATES, GRID BEARINGS, AND GRID DISTANCES. GRID DISTANCES MAY BE USED AS GROUND DISTANCES.

ALL NEW RIGHT-OF-WAY MONUMENTS WILL BE TYPE 2 (TYPICALLY 3/4" X 24" IRON REBARS), UNLESS OTHERWISE NOTED, AND WILL BE PLACED PRIOR TO THE COMPLETION OF THE PROJECT.

FOR CURRENT ACCESS/DRIVEWAY INFORMATION, CONTACT THE CITY OF APPLETON.

ALL FOUND MONUMENT INFORMATION SHOWN REPRESENTS TYPE AND LOCATION OF EXISTING MONUMENTS WITHOUT OPINION AS TO THEIR VALIDITY AND USE AS A PROPERTY CORNER.

EXISTING HIGHWAY RIGHT-OF-WAY SHOWN HEREIN IS BASED ON THE FOLLOWING POINTS OF REFERENCE:

N. LAWE STREET: LAWSBURGH PLAT, BATEMAN'S ADDITION TO THE CITY OF APPLETON, CSM 7338.

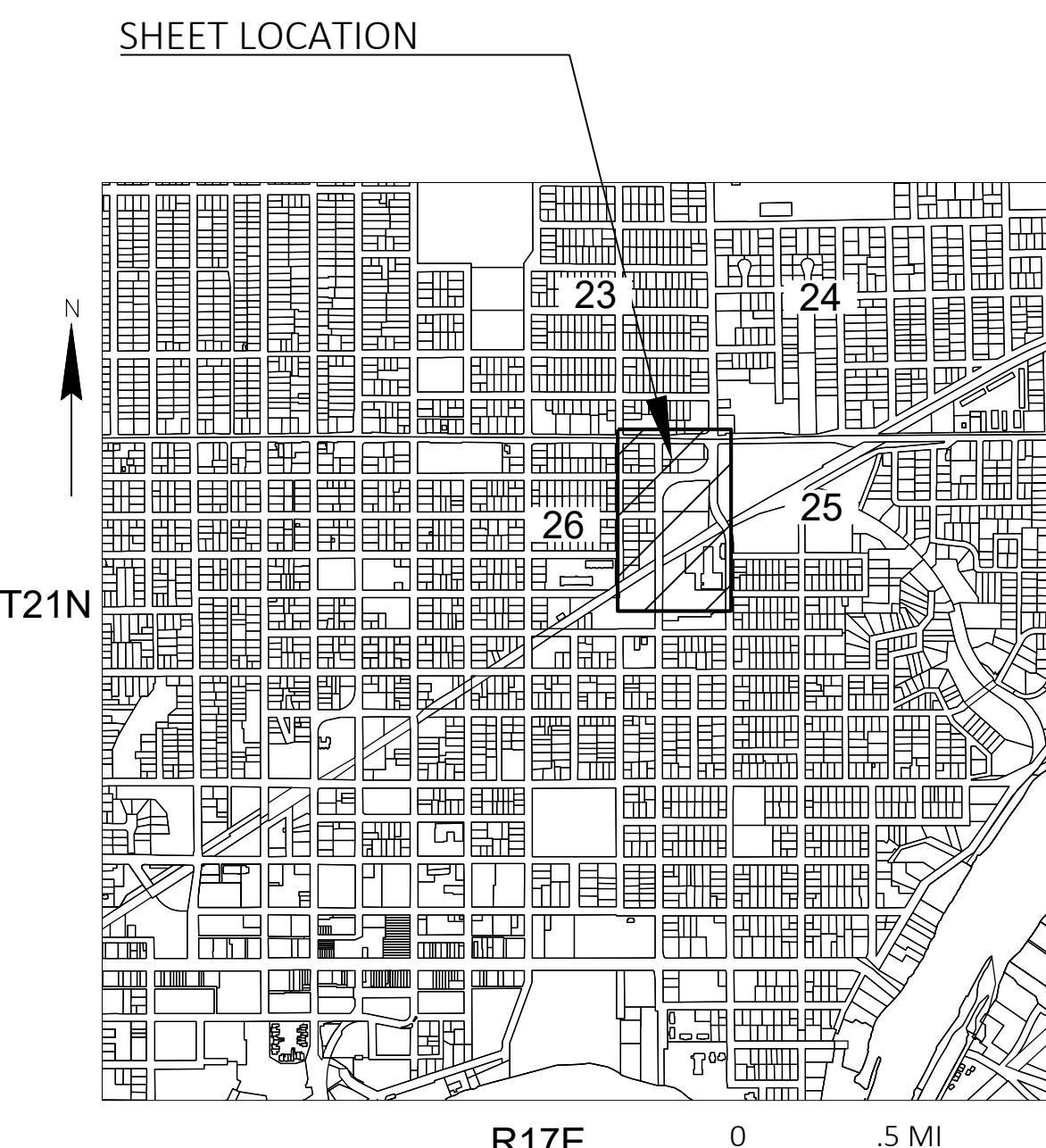
E. WASHINGTON STREET: LAWSBURGH PLAT, CSM 7338.

E. FRANKLIN STREET: LAWSBURGH PLAT.

E. ELDORADO STREET: LAWSBURGH PLAT.

E. NORTH STREET: LAWSBURGH PLAT, BATEMAN'S ADDITION TO THE CITY OF APPLETON.

FOR ADDITIONAL INFORMATION REFER TO THE TITLE SHEET, RECORDED AS SHEET 2 OF 3.



UTILITY NO.	OWNER	INTEREST REQUIRED
100	AT&T	RELEASE OF RIGHTS

(100) AT&T NO EASEMENT OF RECORD - PARCEL T

LOT 1
CSM 7338
V. 44, P. 7338
DOC #2098112

FEE 1

(100)

BLDG 17.9'

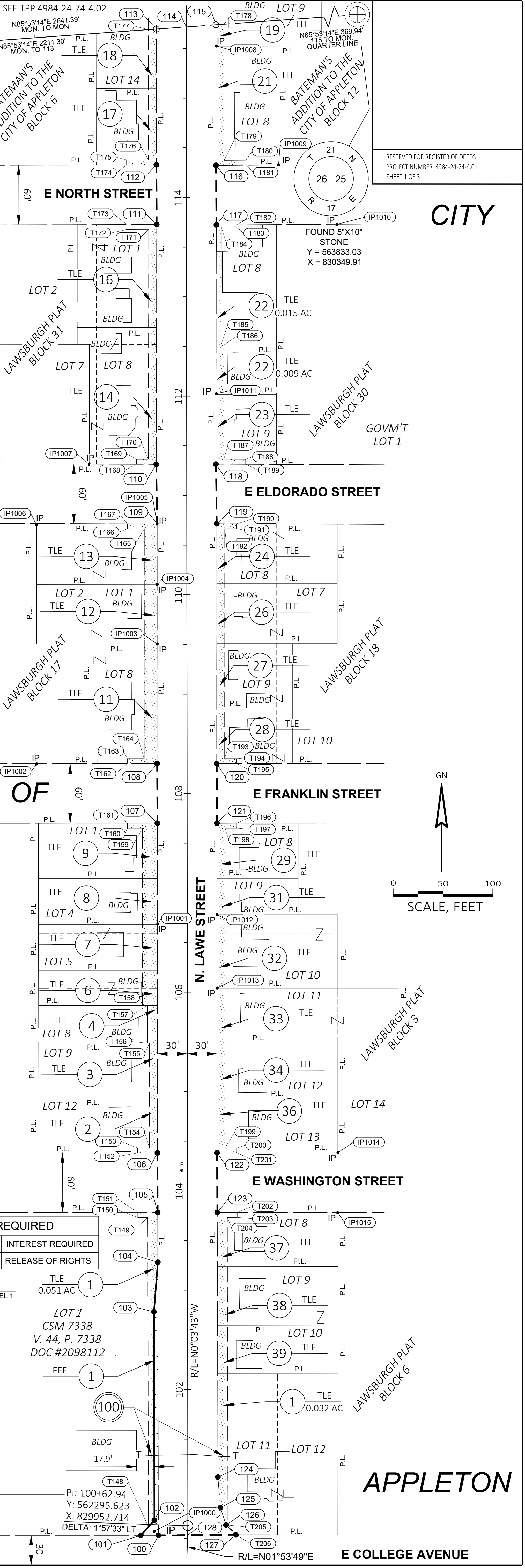
PI: 100+62.94
Y: 562295.623
X: 829952.714
DELTA: 1°57'33" LT

I, JACOB S. JENSEN, PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT IN FULL COMPLIANCE WITH THE PROVISIONS OF SECTION 84.095 OF THE WISCONSIN STATUTES AND UNDER THE DIRECTION OF THE CITY OF APPLETON I HAVE SURVEYED AND MAPPED THIS TRANSPORTATION PROJECT PLAT AND SUCH PLAT CORRECTLY REPRESENTS ALL EXTERIOR BOUNDARIES OF THE SURVEYED LAND.

SIGNATURE: _____ DATE: 11/07/2024
PRINT NAME: JACOB S. JENSEN
REGISTRATION NUMBER: S-2961

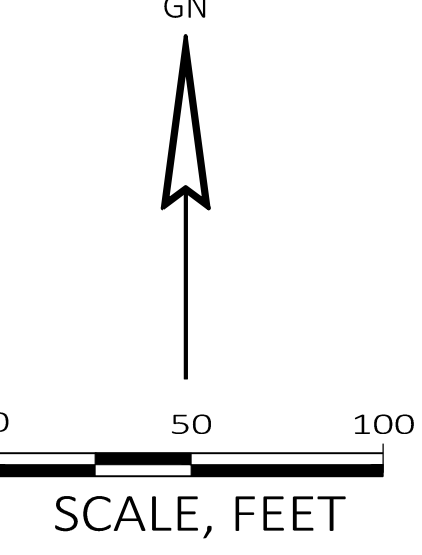
THIS PLAT AND RELOCATION ORDER ARE APPROVED FOR THE CITY OF APPLETON

SIGNATURE: _____ DATE: _____
PRINT NAME: MARK A. LAHAY - ASSISTANT CITY ENGINEER



RESERVED FOR REGISTER OF DEEDS
PROJECT NUMBER 4984-24-74-4.01
SHEET 1 OF 3

CITY



APPLETON

4

TRANSPORTATION PROJECT PLAT NO: 4984-24-74-4.02

THAT PART OF LOTS 1, 4-5, 8-9, BLOCK 6, PART OF LOTS 1, 4-5, AND 8, BLOCK 1, PART OF LOTS 5-8, BLOCK 11, AND PART OF LOTS 9-14, BLOCK 12, ALL IN BATEMAN'S ADDITION TO THE CITY OF APPLETON, PART OF LOTS 1 AND 8, BLOCK 7, AND PART OF LOTS 1, 6-7, BLOCK 10, ALL IN BATEMAN'S SECOND ADDITION TO THE CITY OF APPLETON, PART OF LOTS 1 AND 15, BLOCK 66, AND PART OF LOTS 1-2, AND 11, BLOCK 67, HARRIMAN'S LAWSBURG PLAT, IN PART OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 26, IN TOWNSHIP 21 NORTH, RANGE 17 EAST, CITY OF APPLETON, OUTAGAMIE COUNTY, WISCONSIN

RELOCATION ORDER - N LAWE STREET, COLLEGE AVE TO WISCONSIN AVENUE, OUTAGAMIE COUNTY

TO PROPERLY ESTABLISH, LAY OUT, WIDEN, ENLARGE, EXTEND, CONSTRUCT, RECONSTRUCT, IMPROVE, OR MAINTAIN A PORTION OF THE HIGHWAY DESIGNATED ABOVE, THE CITY OF APPLETON HEREBY ORDERS THAT:

TO EFFECT THIS CHANGE, PURSUANT TO AUTHORITY GRANTED UNDER SECTION 62.22, WISCONSIN STATUTES, THE CITY OF APPLETON HEREBY ORDERS THAT:

- THAT PORTION OF SAID HIGHWAY AS SHOWN ON THIS PLAT IS LAID OUT AND ESTABLISHED TO THE LINES AND WIDTHS AS SO SHOWN FOR THE ABOVE PROJECT.
- THE LANDS OR INTERESTS OR RIGHTS IN LANDS AS SHOWN ON THIS PLAT ARE REQUIRED BY THE CITY FOR THE ABOVE PROJECT AND SHALL BE ACQUIRED IN THE NAME OF THE CITY OF APPLETON, PURSUANT TO THE PROVISIONS OF SECTION 62.22, WISCONSIN STATUTES.

RESERVED FOR REGISTER OF DEEDS
PROJECT NUMBER 4984-24-74-4.02
SHEET 1 OF 2

CITY

PARCEL NUMBER	OWNER(S)	INTEREST(S) REQUIRED	R/W ACRES REQUIRED			
			NEW	EXISTING	TOTAL	TLE
19	JASON PAUL MARIER	TLE	---	---	---	0.007
41	SUSAN K. BURROUGHS	TLE	---	---	---	0.013
42	SCOTT J. VANDENBOOGARD	TLE	---	---	---	0.017
43	JEFFREY C. BABLER & LAURA J. IDOL	TLE	---	---	---	0.011
44	ANDREAS PETANITIS & SARA ATHENS	TLE	---	---	---	0.011
46	RAYMOND L. & JANE K. FORLER	TLE	---	---	---	0.019
47	DERECK JORDAN	TLE	---	---	---	0.017
48	COCO VIE LLC	TLE	---	---	---	0.017
49	WALTER E. BROWN	TLE	---	---	---	0.009
51	ZACHARY SNELL & NICOLE MOLZAHN	TLE	---	---	---	0.012
52	RICHARD L. REETZ REVOCABLE TRUST DATED MARCH 2, 1989	TLE	---	---	---	0.014
53	PILLARS, INC.	TLE	---	---	---	0.034
54	MACH IV HOLDINGS, LLC	TLE	---	---	---	0.011
56	VALLEYCAST, INC	TLE	---	---	---	0.029
57	WOOD BROWN, LLC	FEE & TLE	0.011	---	0.011	0.023
58	MELANIE A. MALM	TLE	---	---	---	0.011
59	SHANE VERSTEGEN	TLE	---	---	---	0.009
61	PENNTX PROPERTIES	TLE	---	---	---	0.016
62	DUAINE M. & KIM J. SEIDLER	TLE	---	---	---	0.014
63	MATTHEW S. KRICKEBERG & MARGARET D. ALFREY	TLE	---	---	---	0.012
64	NEIGHBORHOOD INVESTMENT LLC	TLE	---	---	---	0.026
66	LUKE J. JACOBS	TLE	---	---	---	0.011
67	DAVID L. & JULIE A. NEELY	TLE	---	---	---	0.011
68	JAMES P. & PATRICIA J. PUTMAN	TLE	---	---	---	0.013
69	CORY A. LOOMIS & MIRANDA A. OTTE	TLE	---	---	---	0.012
71	AMANDA J. BANGART	TLE	---	---	---	0.008

NOTES:

POSITIONS SHOWN ON THIS PLAT ARE WISCONSIN COORDINATE REFERENCE SYSTEM COORDINATES (WISGRS), OUTAGAMIE COUNTY, NAD83(2011), IN U.S. SURVEY FEET. VALUES ARE GRID COORDINATES, GRID BEARINGS, AND GRID DISTANCES. GRID DISTANCES MAY BE USED AS GROUND DISTANCES.

ALL NEW RIGHT-OF-WAY MONUMENTS WILL BE TYPE 2 (TYPICALLY 3/4" X 24" IRON REBARS), UNLESS OTHERWISE NOTED, AND WILL BE PLACED PRIOR TO THE COMPLETION OF THE PROJECT.

FOR CURRENT ACCESS/DRIVEWAY INFORMATION, CONTACT THE CITY OF APPLETON.

ALL FOUND MONUMENT INFORMATION SHOWN REPRESENTS TYPE AND LOCATION OF EXISTING MONUMENTS WITHOUT OPINION AS TO THEIR VALIDITY AND USE AS A PROPERTY CORNER.

EXISTING HIGHWAY RIGHT-OF-WAY SHOWN HEREIN IS BASED ON THE FOLLOWING POINTS OF REFERENCE:

N. LAWE STREET: BATEMAN'S ADDITION TO THE CITY OF APPLETON, BATEMAN'S SECOND ADDITION TO THE CITY OF APPLETON AND HARRIMAN'S LAWSBURG PLAT.

E. PACIFIC STREET: BATEMAN'S ADDITION TO THE CITY OF APPLETON.

E. ATLANTIC STREET: BATEMAN'S ADDITION TO THE CITY OF APPLETON, BATEMAN'S SECOND ADDITION TO THE CITY OF APPLETON AND HARRIMAN'S LAWSBURG PLAT.

E. HANCOCK STREET: BATEMAN'S SECOND ADDITION TO THE CITY OF APPLETON AND HARRIMAN'S LAWSBURG PLAT.

FOR ADDITIONAL INFORMATION REFER TO THE TITLE SHEET, RECORDED AS SHEET 2 OF 3 OF DOCUMENT NUMBER 2325979.

SHEET LOCATION

APPLETON

I, JACOB S. JENSEN, PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT IN FULL COMPLIANCE WITH THE PROVISIONS OF SECTION 84.095 OF THE WISCONSIN STATUTES AND UNDER THE DIRECTION OF THE CITY OF APPLETON I HAVE SURVEYED AND MAPPED THIS TRANSPORTATION PROJECT PLAT AND SUCH PLAT CORRECTLY REPRESENTS ALL EXTERIOR BOUNDARIES OF THE SURVEYED LAND.

SIGNATURE: _____ DATE: 11/12/2024
PRINT NAME: JACOB S. JENSEN
REGISTRATION NUMBER: S-2961

THIS PLAT AND RELOCATION ORDER ARE APPROVED FOR THE CITY OF APPLETON

SIGNATURE: _____ DATE: _____
PRINT NAME: MARK A. LAHAY - ASSISTANT CITY ENGINEER

FOUND CHISELED X
Y = 563643.59
X = 827715.32

OF

APPLETON

FOUND 5"X10" STONE
Y = 563833.03
X = 830349.91

4984-24-74-4.02
PLOT NAME: AYRES ASSOCIATES
PLOT BY: AYRES ASSOCIATES
PLOT DATE: 11/13/2024 8:28 AM
FILE NAME: I:\45105039\LAWE ST APPLETON\C3D\RW\TPP_402.DWG
APPRAISAL PLAT DATE: NOVEMBER 12, 2024

4

TRANSPORTATION PROJECT PLAT NO: 4984-24-74-4.03

THAT PART OF LOTS 7, 10-12, BLOCK 10 OF BATEMAN'S SECOND ADDITION TO THE CITY OF APPLETON, PART OF LOTS 3-5, BLOCK 15, PART OF LOTS 1 AND 3, BLOCK 5, PART OF LOT 4, BLOCK 3, ALL OF HERMAN ERB'S ADDITION TO APPLETON, PART OF LOTS 10 AND 11, BLOCK 67 OF HARRIMAN'S LAWSBURG PLAT, PART OF LOTS 1-4, BLOCK 3, PART OF LOT 12, BLOCK 2, AND PART OF VACATED SPRING STREET OF JOHNSONS ADDITION TO APPLETON, ALL BEING PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 26, IN TOWNSHIP 21 NORTH, RANGE 17 EAST, CITY OF APPLETON, OUTAGAMIE COUNTY, WISCONSIN

RELOCATION ORDER - N LAWE STREET, COLLEGE AVE TO WISCONSIN AVENUE, OUTAGAMIE COUNTY

TO PROPERLY ESTABLISH, LAY OUT, WIDEN, ENLARGE, EXTEND, CONSTRUCT, RECONSTRUCT, IMPROVE, OR MAINTAIN A PORTION OF THE HIGHWAY DESIGNATED ABOVE, THE CITY OF APPLETON DEEMS IT NECESSARY TO RELOCATE OR CHANGE SAID HIGHWAY AND ACQUIRE CERTAIN LANDS AND INTERESTS OR RIGHTS IN LANDS FOR THE ABOVE PROJECT.

TO EFFECT THIS CHANGE, PURSUANT TO AUTHORITY GRANTED UNDER SECTION 62.22, WISCONSIN STATUTES, THE CITY OF APPLETON HEREBY ORDERS THAT:
1. THAT PORTION OF SAID HIGHWAY AS SHOWN ON THIS PLAT IS LAID OUT AND ESTABLISHED TO THE LINES AND WIDTHS AS SO SHOWN FOR THE ABOVE PROJECT.
2. THE LANDS OR INTERESTS OR RIGHTS IN LANDS AS SHOWN ON THIS PLAT ARE REQUIRED BY THE DEPARTMENT FOR THE ABOVE PROJECT AND SHALL BE ACQUIRED IN THE NAME OF THE CITY OF APPLETON, PURSUANT TO THE PROVISIONS OF SECTION 62.22, WISCONSIN STATUTES.

FOUND BRASS CAP MONUMENT
Y = 566295.030
X = 827669.270

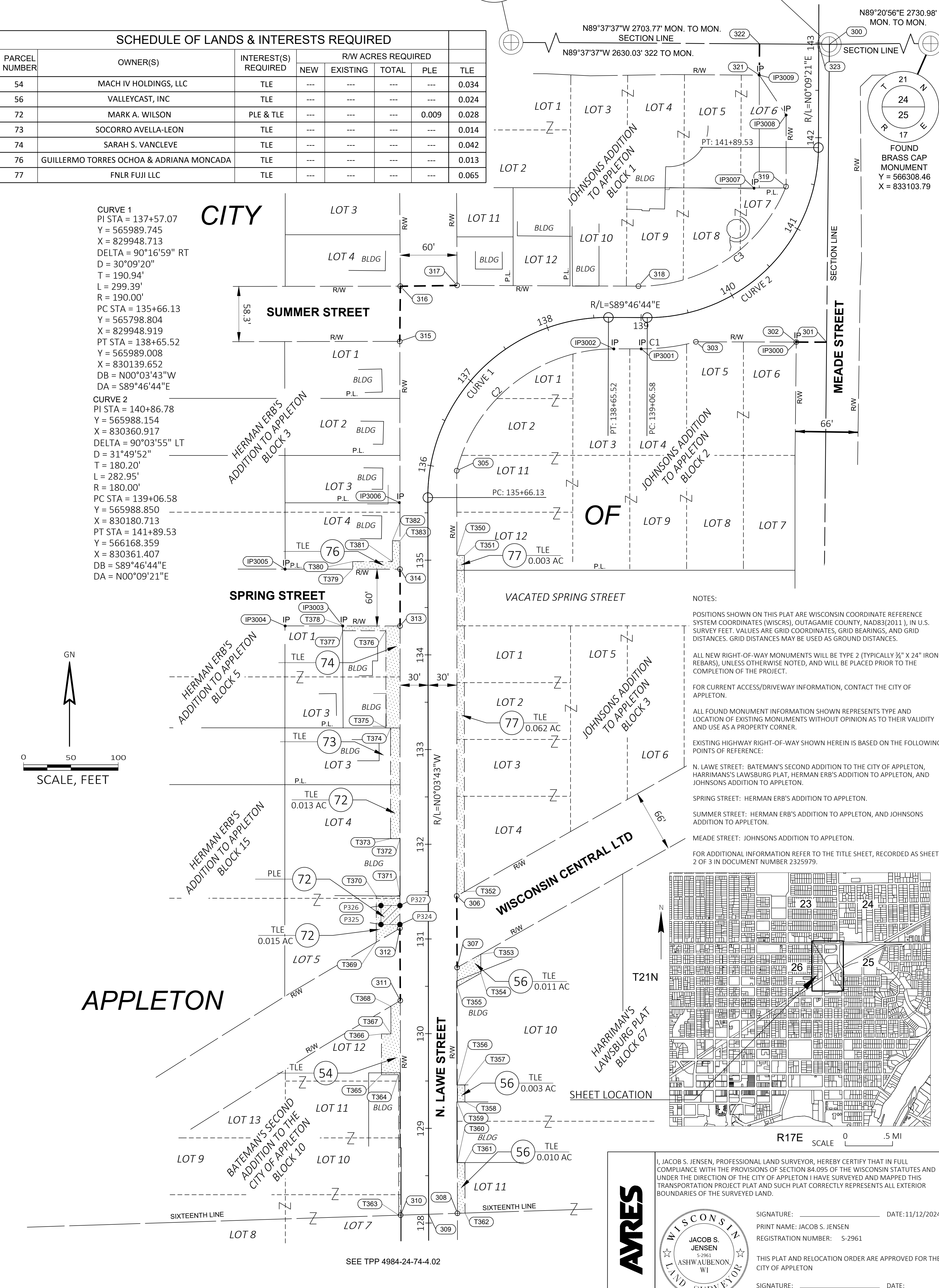
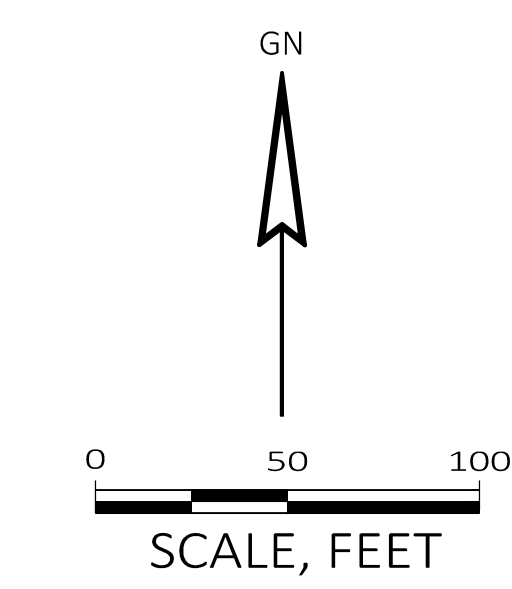
FOUND BRASS CAP MONUMENT
Y = 566277.42
X = 830372.98

RESERVED FOR REGISTER OF DEEDS
PROJECT NUMBER 4984-24-74-4.03
SHEET 1 OF 2

PARCEL NUMBER	OWNER(S)	INTEREST(S) REQUIRED	R/W ACRES REQUIRED				
			NEW	EXISTING	TOTAL	PLE	TLE
54	MACH IV HOLDINGS, LLC	TLE	---	---	---	---	0.034
56	VALLEYCAST, INC	TLE	---	---	---	---	0.024
72	MARK A. WILSON	PLE & TLE	---	---	---	0.009	0.028
73	SOCORRO AVELLA-LEON	TLE	---	---	---	---	0.014
74	SARAH S. VANCLEVE	TLE	---	---	---	---	0.042
76	GUILLERMO TORRES OCHOA & ADRIANA MONCADA	TLE	---	---	---	---	0.013
77	FNLR FUJI LLC	TLE	---	---	---	---	0.065

CURVE 1
PI STA = 137+57.07
Y = 565989.745
X = 829948.713
DELTA = 90°16'59" RT
D = 30°09'20"
T = 190.94'
L = 299.39'
R = 190.00'
PC STA = 135+66.13
Y = 565798.804
X = 829948.919
PT STA = 138+65.52
Y = 565989.008
X = 830139.652
DB = N00°03'43"W
DA = S89°46'44"E

CURVE 2
PI STA = 140+86.78
Y = 565988.154
X = 830360.917
DELTA = 90°03'55" LT
D = 31°49'52"
T = 180.20'
L = 282.95'
R = 180.00'
PC STA = 139+06.58
Y = 565988.850
X = 830180.713
PT STA = 141+89.53
Y = 566168.359
X = 830361.407
DB = S89°46'44"E
DA = N00°09'21"E



NOTES:

POSITIONS SHOWN ON THIS PLAT ARE WISCONSIN COORDINATE REFERENCE SYSTEM COORDINATES (WISCRS), OUTAGAMIE COUNTY, NAD83(2011), IN U.S. SURVEY FEET. VALUES ARE GRID COORDINATES, GRID BEARINGS, AND GRID DISTANCES. GRID DISTANCES MAY BE USED AS GROUND DISTANCES.

ALL NEW RIGHT-OF-WAY MONUMENTS WILL BE TYPE 2 (TYPICALLY 3/4" X 24" IRON REBARS), UNLESS OTHERWISE NOTED, AND WILL BE PLACED PRIOR TO THE COMPLETION OF THE PROJECT.

FOR CURRENT ACCESS/DRIVEWAY INFORMATION, CONTACT THE CITY OF APPLETON.

ALL FOUND MONUMENT INFORMATION SHOWN REPRESENTS TYPE AND LOCATION OF EXISTING MONUMENTS WITHOUT OPINION AS TO THEIR VALIDITY AND USE AS A PROPERTY CORNER.

EXISTING HIGHWAY RIGHT-OF-WAY SHOWN HEREIN IS BASED ON THE FOLLOWING POINTS OF REFERENCE:

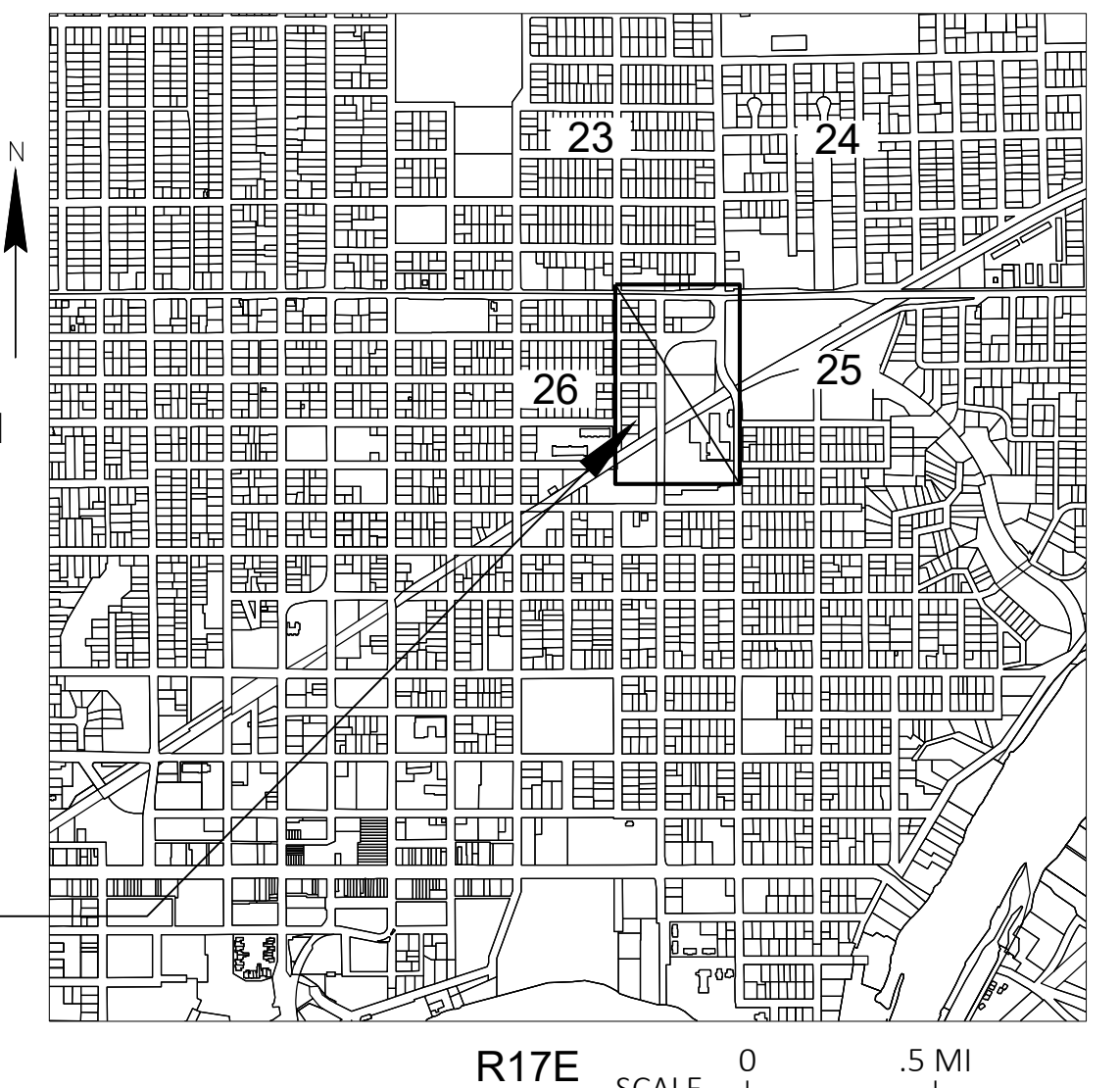
N. LAWE STREET: BATEMAN'S SECOND ADDITION TO THE CITY OF APPLETON, HARRIMAN'S LAWSBURG PLAT, HERMAN ERB'S ADDITION TO APPLETON, AND JOHNSONS ADDITION TO APPLETON.

SPRING STREET: HERMAN ERB'S ADDITION TO APPLETON.

SUMMER STREET: HERMAN ERB'S ADDITION TO APPLETON, AND JOHNSONS ADDITION TO APPLETON.

MEADE STREET: JOHNSONS ADDITION TO APPLETON.

FOR ADDITIONAL INFORMATION REFER TO THE TITLE SHEET, RECORDED AS SHEET 2 OF 3 IN DOCUMENT NUMBER 2325979.



AVRES

JACOB S. JENSEN, PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT IN FULL COMPLIANCE WITH THE PROVISIONS OF SECTION 84.095 OF THE WISCONSIN STATUTES AND UNDER THE DIRECTION OF THE CITY OF APPLETON I HAVE SURVEYED AND MAPPED THIS TRANSPORTATION PROJECT PLAT AND SUCH PLAT CORRECTLY REPRESENTS ALL EXTERIOR BOUNDARIES OF THE SURVEYED LAND.

SIGNATURE: _____ DATE: 11/12/2024
 PRINT NAME: JACOB S. JENSEN
 REGISTRATION NUMBER: 5-2961

THIS PLAT AND RELOCATION ORDER ARE APPROVED FOR THE CITY OF APPLETON

SIGNATURE: _____ DATE: _____
 PRINT NAME: MARK A. LAHAY - ASSISTANT CITY ENGINEER

4984-24-74-4.03
PLOT NAME: AVRES ASSOCIATES
PLOT BY: AVRES ASSOCIATES
PLOT DATE: 11/13/2024 8:53 AM
FILE NAME: I:\451450639\LAWE ST APPLETON\CSD\RW\TPP_403.DWG
APPRAISAL PLAT DATE: NOVEMBER 12, 2024

TRANSPORTATION PROJECT PLAT NO: 4984-24-74-4.02 EXTENSION SHEET

RELOCATION ORDER - N LAWE STREET, COLLEGE AVE TO WISCONSIN AVENUE, OUTAGAMIE COUNTY

R/W COURSE TABLE			
COURSE	BEARING	DISTANCE	
200-201	N00°02'50"W	341.13'	
201-202	N00°23'28"E	60.00'	
202-203	N00°08'55"W	255.40'	
203-204	N00°28'30"E	60.00'	
204-205	N00°04'36"W	243.79'	
205-206	N00°04'36"W	58.00'	
206-207	N00°04'36"W	220.52'	
207-208	N88°09'23"E	29.57'	
208-209	N88°09'23"E	30.46'	
209-210	S00°04'36"E	210.66'	
210-211	S45°12'50"E	25.40'	
211-212	N89°38'57"E	5.96'	

R/W COURSE TABLE			
COURSE	BEARING	DISTANCE	
212-213	S45°00'00"E	2.81'	
213-214	N89°38'57"E	16.21'	
214-215	S00°21'03"E	50.00'	
215-216	S45°00'00"W	2.85'	
216-217	S89°38'57"W	22.38'	
217-218	S44°47'10"W	25.52'	
218-219	S00°04'36"E	223.22'	
219-220	S00°28'31"W	60.00'	
220-221	S00°08'55"E	255.70'	
221-222	S00°23'28"W	60.00'	
222-223	S00°02'50"E	336.88'	
223-224	S85°53'14"W	29.92'	
224-200	S85°53'14"W	30.23'	

R/W STATION & OFFSET TABLE		
POINT	STATION	OFFSET
200	115+69.54	30.16' LT
201	119+10.67	30.07' LT
202	119+70.67	29.60' LT
203	122+26.07	29.98' LT
204	122+86.07	29.42' LT
205	125+29.86	29.48' LT
206	125+87.86	29.50' LT
207	128+08.38	29.55' LT
208	128+09.30	0.00'
209	128+10.24	30.45' RT
210	125+99.59	30.50' RT
211	125+81.68	48.50' RT
212	125+81.71	54.47' RT

R/W STATION & OFFSET TABLE		
POINT	STATION	OFFSET
213	125+79.72	56.45' RT
214	125+79.80	72.86' RT
215	125+29.80	72.91' RT
216	125+27.79	70.90' RT
217	125+27.68	48.52' RT
218	125+09.58	30.52' RT
219	122+86.36	30.58' RT
220	122+26.36	30.02' RT
221	119+70.67	30.40' RT
222	119+10.67	29.93' RT
223	115+73.79	29.94' RT
224	115+71.67	0.00'

TLE STATION & OFFSET TABLE		
POINT	STATION	OFFSET
250	115+68.97	38.16' LT
251	116+40.67	38.14' LT
252	116+40.67	42.14' LT
253	118+50.67	42.09' LT
254	118+50.67	40.09' LT
255	119+05.67	40.07' LT
256	119+05.68	65.07' LT
257	119+10.67	65.07' LT
258	119+70.67	59.60' LT
259	119+75.67	59.60' LT
260	119+75.67	37.60' LT
261	122+21.09	37.97' LT
262	122+21.15	59.97' LT
263	122+26.15	59.98' LT
264	122+86.14	59.42' LT
265	122+91.14	59.42' LT
266	122+91.08	34.42' LT
267	125+24.86	34.48' LT
268	125+24.91	59.48' LT
269	125+29.91	59.48' LT

TLE STATION & OFFSET TABLE		
POINT	STATION	OFFSET
270	125+87.91	59.50' LT
271	125+89.91	59.50' LT
272	125+89.86	31.50' LT
273	128+08.31	31.55' LT
274	128+10.49	38.45' RT
275	125+97.71	38.50' RT
276	125+21.76	64.95' RT
277	125+21.65	42.52' RT
278	125+17.63	38.52' RT
279	122+91.36	38.58' RT
280	122+91.35	60.58' RT
281	122+86.35	60.58' RT
282	122+26.35	60.02' RT
283	122+21.35	60.03' RT
284	122+21.36	38.03' RT
285	119+75.67	38.40' RT
286	119+75.67	60.40' RT
287	119+70.67	60.40' RT
288	119+10.67	37.93' RT
289	115+74.35	37.84' RT

EXISTING IRON POINT TABLE			
POINT NAME	Y COORDS	X COORDS	DESCRIPTION
2000	564330.965	829920.879	FD 1" IRON PIPE
2001	564398.794	829920.587	FD 1" IRON PIPE
2002	564458.714	829920.389	FD 1" IRON PIPE
2003	564267.158	829980.143	FD 1" IRON PIPE
2004	564203.381	829981.051	FD 1" IRON PIPE
2005	564203.801	830193.891	FD 1" IRON PIPE
2006	564023.618	829980.688	FD 1" IRON PIPE
2007	563847.101	829981.371	FD 1" IRON PIPE
2008	563785.188	829981.437	FD 1" IRON PIPE

TRANSPORTATION PROJECT PLAT NO: 4984-24-74-4.03
EXTENSION SHEET

RELOCATION ORDER - N LAWE STREET, COLLEGE AVE TO WISCONSIN AVENUE, OUTAGAMIE COUNTY

COURSE TABLE		
COURSE	BEARING	DISTANCE
300-301	S00°32'27"W	314.46'
301-302	N89°52'01"W	32.02'
302-303	N89°52'01"W	105.96'
303-3001	SEE CURVE TABLE C1	
3001-3002	N89°54'21"W	28.90'
3002-305	SEE CURVE TABLE C2	
305-306	S00°00'04"E	449.18'
306-307	S00°17'02"E	75.63'
307-308	S00°04'36"E	259.47'
308-309	S88°09'23"W	30.46'
309-310	S88°09'23"W	29.57'
310-311	N00°04'36"W	226.58'
311-312	N00°19'59"W	76.38'
312-324	N00°02'19"E	3.97'
324-327	N00°02'19"E	20.00'

COURSE TABLE		
COURSE	BEARING	DISTANCE
327-313	N00°01'54"E	295.24'
313-314	N00°03'28"W	60.00'
314-315	N00°03'28"W	240.53'
315-316	N00°33'06"E	58.30'
316-317	N89°11'16"E	60.00'
317-318	S89°45'11"E	191.52'
318-319	SEE CURVE TABLE C3	
319-3008	N00°02'47"E	75.58'
3008-321	N33°51'58"W	50.72'
321-322	N00°22'23"E	33.00'
322-323	S89°37'37"E	62.46'
323-300	S89°37'37"E	11.28'

PARCEL 72 PLE TABLE		
COURSE	BEARING	DISTANCE
P324-P325	N89°57'41"W	20.00'
P325-P326	N00°02'19"E	20.00'
P326-P327	S89°57'41"E	20.00'
P327-P324	S00°02'19"W	20.00'

EXISTING PIPES POINT TABLE			
POINT NUMBER	Y COORDS	X COORDS	DESCRIPTION
3000	565963.363	830338.167	1" IRON PIPE FOUND
3001	565955.834	830174.308	1" IRON PIPE FOUND
3002	565955.882	830145.408	1" IRON PIPE FOUND
3003	565663.231	829859.049	1" IRON PIPE FOUND
3004	565663.269	829798.245	1" IRON PIPE FOUND
3005	565723.209	829798.144	1" IRON PIPE FOUND
3006	565793.562	829918.872	1" IRON PIPE FOUND
3007	566125.521	830293.476	1" IRON PIPE FOUND
3008	566202.780	830327.295	1" IRON PIPE FOUND
3009	566245.059	830298.921	1" IRON PIPE FOUND

R/W CURVE TABLE			
CURVE	LENGTH	RADIUS	LONG CHORD BEARING
C1	58.36'	224.20'	S82°38'11"W
C2	226.09'	171.00'	S52°12'59"W
C3	199.69'	167.00'	N55°59'32"E

R/W STATION & OFFSET TABLE		
POINT	STATION	OFFSET
300	142+98.62	11.28' RT
301	140+40.77	99.21' RT
302	140+24.34	78.60' RT
303	139+50.73	31.70' RT
305	135+99.61	28.06' RT
306	131+45.34	30.09' RT
307	130+69.71	30.38' RT
308	128+10.24	30.45' RT
309	128+09.30	0.00'
310	128+08.38	29.55' LT
311	130+34.96	29.61' LT
312	131+11.34	29.97' LT
313	134+30.55	29.45' LT
314	134+90.55	29.44' LT
315	136+88.60	84.51' LT
316	137+17.26	122.59' LT
317	137+47.42	84.61' LT
318	138+97.13	33.16' LT
319	141+39.93	28.34' LT
321	142+65.89	62.59' LT
322	142+98.90	62.46' LT
323	142+98.66	0.00'

STATION & OFFSET TABLE		
POINT	STATION	OFFSET
350	135+04.97	30.56' RT
351	135+04.97	38.56' RT
352	131+49.86	38.09' RT
353	130+83.83	55.38' RT
354	130+63.83	55.38' RT
355	130+49.71	30.39' RT
356	129+45.78	30.41' RT
357	129+45.88	38.41' RT
358	129+27.89	38.42' RT
359	129+27.90	30.42' RT
360	128+63.79	30.43' RT
361	128+63.80	38.43' RT
362	128+10.49	38.45' RT
363	128+08.31	31.55' LT
364	129+56.70	31.59' LT
365	129+56.69	49.59' LT
366	129+99.75	49.60' LT

STATION & OFFSET TABLE		
POINT	STATION	OFFSET
367	129+99.75	39.60' LT
368	130+29.07	39.61' LT
369	130+96.60	55.00' LT
370	131+45.35	54.91' LT
371	131+45.31	29.91' LT
372	132+05.96	29.81' LT
373	132+05.95	39.81' LT
374	133+22.91	39.60' LT
375	133+22.91	44.60' LT
376	134+25.57	44.45' LT
377	134+25.65	90.19' LT
378	134+30.65	90.18' LT
379	134+90.63	79.44' LT
380	134+98.63	79.44' LT
381	134+98.56	37.44' LT
382	135+20.56	37.44' LT
383	135+20.55	29.44' LT

TRANSPORTATION PROJECT PLAT NO: 4984-24-74-4.01 EXTENSION SHEET

RELOCATION ORDER - N LAWE STREET, COLLEGE AVE TO WISCONSIN AVENUE, OUTAGAMIE COUNTY

4

TILE STATION & OFFSET TABLE		
POINT	STATION	OFFSET
148	100+60.49	39.67' LT
149	103+73.23	40.06' LT
150	103+73.25	50.06' LT
151	103+78.25	50.07' LT
152	104+38.25	50.26' LT
153	104+43.25	50.26' LT
154	104+43.23	38.26' LT
155	105+48.82	38.16' LT
156	105+48.82	40.16' LT
157	105+86.82	40.12' LT
158	105+86.83	45.12' LT
159	107+65.18	44.96' LT
160	107+65.18	59.96' LT
161	107+70.18	59.95' LT
162	108+30.18	60.15' LT
163	108+35.18	60.15' LT
164	108+35.18	43.15' LT
165	110+66.48	42.86' LT
166	110+66.55	59.86' LT
167	110+71.55	59.85' LT
168	111+31.51	50.68' LT
169	111+36.51	50.66' LT
170	111+36.46	38.66' LT
171	113+67.89	37.98' LT
172	113+67.85	59.98' LT
173	113+72.85	59.97' LT
174	114+32.85	60.19' LT
175	114+37.85	60.19' LT
176	114+37.89	38.19' LT
177	115+68.97	38.16' LT

TILE STATION & OFFSET TABLE		
POINT	STATION	OFFSET
178	115+74.35	37.84' RT
179	114+37.34	37.81' RT
180	114+37.45	59.81' RT
181	114+32.45	59.81' RT
182	113+72.40	50.03' RT
183	113+70.40	50.03' RT
184	113+70.33	35.03' RT
185	112+51.55	34.73' RT
186	112+51.54	37.68' RT
187	111+36.49	37.34' RT
188	111+36.39	59.34' RT
189	111+31.39	59.32' RT
190	110+71.43	50.15' RT
191	110+66.43	50.14' RT
192	110+66.49	38.14' RT
193	108+35.03	37.85' RT
194	108+35.02	49.85' RT
195	108+30.02	49.85' RT
196	107+70.02	50.05' RT
197	107+65.02	50.04' RT
198	107+65.03	38.04' RT
199	104+43.24	37.74' RT
200	104+43.23	49.74' RT
201	104+38.23	49.74' RT
202	103+78.23	49.93' RT
203	103+73.23	49.94' RT
204	103+73.24	39.94' RT
205	100+63.57	40.27' RT
206	100+55.39	48.56' RT

STATION & OFFSET TABLE		
POINT	STATION	OFFSET
100	100+52.30	29.37' LT
101	100+51.72	47.00' LT
102	100+68.54	33.73' LT
103	102+78.22	33.96' LT
104	103+28.21	30.01' LT
105	103+78.21	30.07' LT
106	104+38.21	30.26' LT
107	107+70.18	29.95' LT
108	108+30.18	30.15' LT
109	110+71.42	29.85' LT
110	111+31.43	30.68' LT
111	113+72.90	29.97' LT
112	114+32.90	30.19' LT
113	115+69.54	30.16' LT
114	115+71.67	0.00'

STATION & OFFSET TABLE		
POINT	STATION	OFFSET
115	115+73.79	29.84' RT
116	114+32.30	29.81' RT
117	113+72.30	30.03' RT
118	111+31.53	29.32' RT
119	110+71.53	30.15' RT
120	108+30.03	29.85' RT
121	107+70.03	30.05' RT
122	104+38.25	29.74' RT
123	103+78.25	29.93' RT
124	101+11.90	30.22' RT
125	100+81.07	32.72' RT
126	100+63.57	38.44' RT
127	100+55.39	48.56' RT
128	100+53.47	0.00'

EXISTING PIPES POINT TABLE			
POINT NAME	Y	X	DESCRIPTION
1000	562290.072	829918.917	1" IRON PIPE
1001	562901.311	829922.386	1" IRON PIPE
1002	563062.557	829800.517	1" IRON PIPE
1003	563183.256	829921.784	1" IRON PIPE
1004	563243.050	829921.750	1" IRON PIPE
1005	563304.206	829921.696	1" IRON PIPE
1006	563303.384	829800.189	1" IRON PIPE
1007	563364.019	829853.458	1" IRON PIPE
1008	563785.188	829981.437	1" IRON PIPE
1009	563665.580	830043.917	1" IRON PIPE
1010	563605.671	830102.802	1" IRON PIPE
1011	563435.115	829981.364	1" IRON PIPE
1012	562910.830	829982.055	1" IRON PIPE
1013	562836.886	829982.103	1" IRON PIPE
1014	562671.316	830103.768	1" IRON PIPE
1015	562610.963	830103.344	1" IRON PIPE

R/W COURSE TABLE			
COURSE	BEARING	DISTANCE	
100-101	S89° 59' 39"W	17.64'	
101-102	N41° 47' 16"E	20.42'	
102-103	N00° 07' 23"W	209.68'	
103-104	N04° 27' 07"E	50.15'	
104-105	N00° 07' 23"W	50.00'	
105-106	N00° 14' 58"W	60.00'	
106-107	N00° 00' 32"W	331.96'	
107-108	N00° 15' 11"W	60.00'	
108-109	N00° 00' 33"E	241.25'	
109-110	N00° 50' 53"W	60.01'	
110-111	N00° 06' 24"E	241.47'	
111-112	N00° 16' 53"W	60.00'	
112-113	N00° 02' 50"W	136.64'	
113-114	N85° 53' 14"E	30.23'	
114-115	N85° 53' 14"E	29.92'	
115-116	S00° 02' 50"E	141.49'	
116-117	S00° 16' 48"E	60.00'	
117-118	S00° 06' 24"W	240.77'	
118-119	S00° 50' 51"E	60.01'	
119-120	S00° 00' 33"W	241.50'	
120-121	S00° 15' 11"E	60.00'	
121-122	S00° 00' 32"E	331.78'	
122-123	S00° 14' 58"E	60.00'	
123-124	S00° 07' 23"E	266.35'	
124-125	S04° 41' 35"E	30.93'	
125-126	S18° 10' 11"E	18.41'	
126-127	S45° 04' 45"E	13.91'	
127-128	S89° 37' 45"W	48.60'	
128-100	S89° 37' 45"W	29.40'	

PROJECT NUMBER 24984-24-74-4.01
SHEET 3 OF 3



CITY OF APPLETON

MEMORANDUM

Date: December 4, 2024

To: Finance Committee

From: Kara Homan, AICP, Director of Community Development
Jeri Ohman, Director of Finance

Subject: Request to approve contract extension for BMC ARPA Grant Administration Contract

Background

In August 2022, the Common Council approved awarding a contract to Booth Management Consulting, LLC (BMC) to provide ARPA Grant Administration services for an amount not to exceed \$150,000 – as part of action item [22-1083](#). BMC has been advising the City and assisting with compliance, program reporting and grants administration ever since. City staff has found their services to be of value and advises they be continued to ensure compliance with federal regulations and continuity of services for our subrecipient grantees.

The current agreement has an expiration date of December 31, 2024. We have been working with BMC staff to scope out a contract extension. Based on their estimate of work remaining, we will continue to remain under the “not to exceed” amount of \$150K and merely need a contract modification extending the performance period to align with ARPA US Treasury expenditure and reporting timelines.

Recommendation

Staff requests that an extension to the Booth Management Consulting, LLC ARPA Grant Administration contract's performance period be extended through December 31, 2026, **BE APPROVED**.

**LUMBINI ESTATES
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 Saket, LLC, 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 **Lumbini Estates**, a residential subdivision on property within the corporate limits of the City (“Proposed Subdivision”) described in *Exhibit 1* attached hereto; and

WHEREAS, a final plat of **Lumbini Estates**, shown in Exhibit 2 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:
 - 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 by WE Energies, billed directly to the 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, subject to the City’s review and approval, prior to the installation of the items for the Proposed Subdivision. The Developer shall provide the City a financial guarantee in an amount of 125% of the above referenced estimate. Said guarantee shall be in the form of a performance bond, irrevocable letter of credit, cash held in escrow, or similar guarantee as determined to be equivalent by the City.

The guarantee will be released after the City determines all requirements of the development have been met.

3. The Developer shall provide a fully executed and signed *Waivers of Special Assessment Notices and Hearing (shown in Exhibit 3)* for the development, acknowledging consent to pay Special Assessment 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 (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. 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.
9. 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.
10. 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.
11. The City agrees to defer the Plank Road West Regional Stormwater Pond Assessment and place a \$860 per lot charge on the 27 lots in the plat, payable prior to issuing a building permit for each lot, as depicted in Exhibit 4. These assessments shall be included in the *Waivers of Special Assessment Notices and Hearing (shown in **Exhibit 3**)* for the development.
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 Developer shall pay the cost of all items listed within Paragraph 1, subject to the following related to sidewalks: the owner of each lot shall be responsible for the lot's sidewalk construction and related expense. Sidewalks shall be installed by the respective property owner within 6 months of the issuance of a building permit. Any frontage where the sidewalk has not been installed by the time the City installs the permanent concrete pavements (typically 5 to 10 years from the recording of the plat) will be installed by the City and the cost assessed against the respective lot per the Assessment Policy in place at the time of concrete paving.
15. 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.

16. The City represents that this Agreement and the terms and conditions contained herein are consistent with adopted ordinances and resolutions on the subject matter.
17. The Developer shall pay the entire cost associated with installation of underground gas, electric, telephone, internet, 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.
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.
 - 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.
 - 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.
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.

SIGNATURES APPEAR ON THE FOLLOWING PAGE

SAKET, LLC

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

STATE OF WISCONSIN)
 : ss.
_____ COUNTY)

Personally came before me on this ____ day of _____, 20____, the above-named _____ and _____, to me known to be the persons who executed the foregoing instrument and acknowledge the same.

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

CITY OF APPLETON

By: _____
Jacob A. Woodford, Mayor

By: _____
Kami L. Lynch, City Clerk

STATE OF WISCONSIN)
 : ss.
OUTAGAMIE COUNTY)

Personally came before me on this ____ day of _____, 20____, 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
A24-0288 | aka

EXHIBIT 1: Legal Description

LUMBINI ESTATES

PART OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 AND PART OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4, ALL IN SECTION 5, TOWNSHIP 20 NORTH, RANGE 18 EAST, CITY OF APPLETON, CALUMET COUNTY, WISCONSIN.

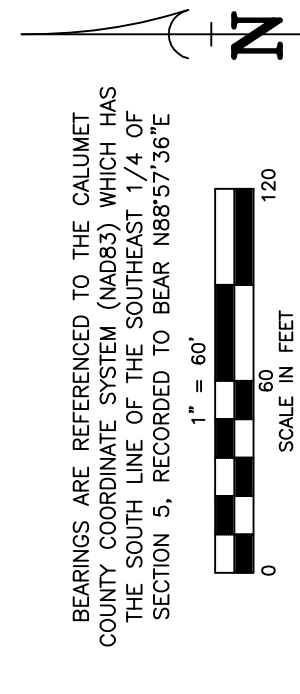
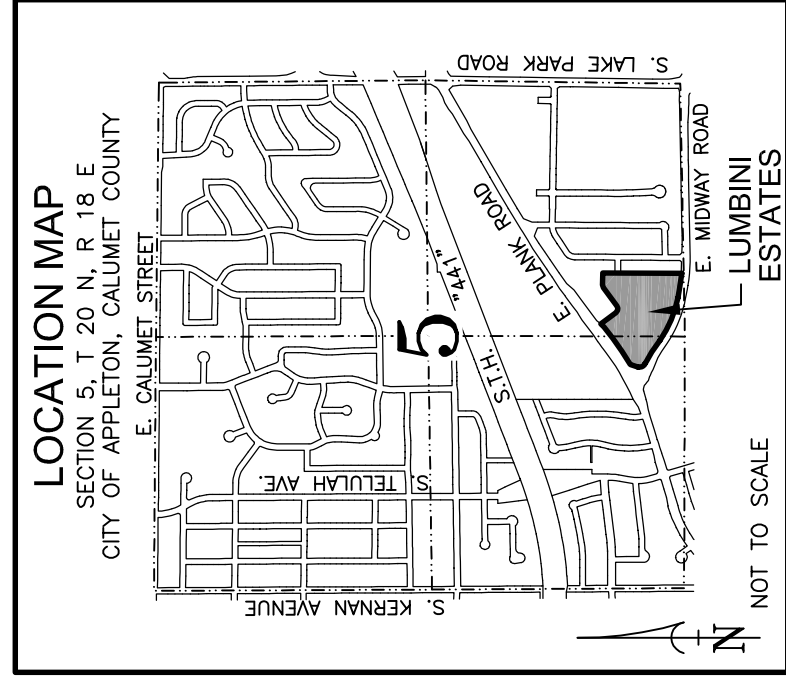
More fully described as follows:

COMMENCING AT THE SOUTH 1/4 CORNER OF SECTION 5; THENCE NORTH 88 DEGREES 57 MINUTES 36 SECONDS EAST, ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 5, A DISTANCE OF 659.75 FEET; THENCE NORTH 00 DEGREES 18 MINUTES 52 SECONDS EAST, 19.88 FEET TO THE POINT OF BEGINNING; THENCE 156.71 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, ALONG THE NORTH RIGHT-OF-WAY LINE OF MIDWAY ROAD/C.T.H. "AP", SAID CURVE HAVING A RADIUS OF 1591.38 FEET AND A CHORD THAT BEARS NORTH 81 DEGREES 51 MINUTES 19 SECONDS WEST, 156.65 FEET; THENCE NORTH 79 DEGREES 02 MINUTES 03 SECONDS WEST, CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 100.00 FEET; THENCE 485.18 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, SAID CURVE HAVING A RADIUS OF 1170.00 FEET AND A CHORD THAT BEARS NORTH 67 DEGREES 09 MINUTES 15 SECONDS WEST, 481.71 FEET; THENCE NORTH 55 DEGREES 16 MINUTES 36 SECONDS WEST, CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 152.34 FEET; THENCE 114.95 FEET ALONG THE ARC OF A CURVE TO THE LEFT, CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, SAID CURVE HAVING A RADIUS OF 625.00 FEET AND A CHORD THAT BEARS NORTH 60 DEGREES 32 MINUTES 37 SECONDS WEST, 114.79 FEET; THENCE NORTH 56 DEGREES 36 MINUTES 08 SECONDS WEST, CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 23.46 FEET; THENCE NORTH 62 DEGREES 18 MINUTES 47 SECONDS WEST, CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 6.58 FEET; THENCE 83.01 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, SAID CURVE HAVING A RADIUS OF 60.00 FEET AND A CHORD THAT BEARS NORTH 22 DEGREES 40 MINUTES 38 SECONDS WEST, 76.55 FEET; THENCE NORTH 16 DEGREES 57 MINUTES 32 SECONDS EAST, CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 83.41 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF PLANK ROAD; THENCE 326.00 FEET ALONG THE ARC OF A CURVE TO THE LEFT, ALONG THE SOUTH RIGHT-OF-WAY LINE OF PLANK ROAD, SAID CURVE HAVING A RADIUS OF 2944.79 FEET AND A CHORD THAT BEARS NORTH 56 DEGREES 10 MINUTES 44 SECONDS EAST, 325.83 FEET; THENCE NORTH 53 DEGREES 00 MINUTES 30 SECONDS EAST, CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 150.98 FEET; THENCE NORTH 41 DEGREES 55 MINUTES 23 SECONDS EAST, CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 48.52 FEET, TO THE NORTHWEST CORNER OF OUTLOT 1 OF C.S.M. NO. 2626; THENCE SOUTH 36 DEGREES 52 MINUTES 49 SECONDS EAST, ALONG THE WESTERLY LINE OF SAID OUTLOT 1, A DISTANCE OF 199.88 FEET; THENCE 78.54 FEET ALONG THE ARC OF A CURVE TO THE LEFT, ALONG THE SOUTHERLY LINE OF SAID OUTLOT 1, SAID CURVE HAVING A RADIUS OF 50.00 FEET AND CHORD THAT BEARS SOUTH 81 DEGREES 50 MINUTES 59 SECONDS EAST, 70.71 FEET; THENCE, NORTH 53 DEGREES 08 MINUTES 57 SECONDS EAST, CONTINUING ALONG THE SOUTHERLY LINE OF SAID OUTLOT 1, A DISTANCE OF 234.98 FEET; THENCE 32.41 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, CONTINUING ALONG THE SOUTHERLY LINE OF SAID OUTLOT 1, SAID CURVE HAVING A RADIUS OF 50.00 FEET AND A CHORD THAT BEARS NORTH 71 DEGREES 43 MINUTES 51 SECONDS EAST, 31.85 FEET; THENCE SOUTH 89 DEGREES 41 MINUTES 16 SECONDS EAST, CONTINUING ALONG THE SOUTHERLY LINE OF SAID OUTLOT 1, A DISTANCE OF 125.52 FEET; THENCE SOUTH 00 DEGREES 18 MINUTES 52 SECONDS WEST, ALONG THE WEST LINE OF ASPEN RIDGE, A DISTANCE OF 826.49 FEET TO THE POINT OF BEGINNING. CONTAINING 560,153 SQ.FT. [12.859 ACRES].

Exhibit 2: Final Plat

LUMBINI ESTATES

PART OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 AND PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, ALL IN SECTION 5, TOWNSHIP 20 NORTH, RANGE 18 EAST, CITY OF APPLETON, CALUMET COUNTY, WISCONSIN.

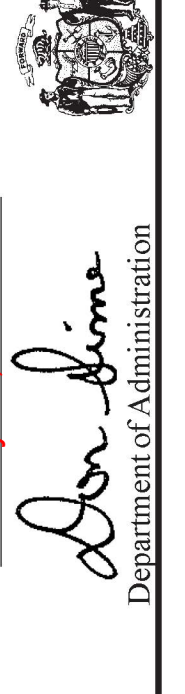


LEGEND
 BOUND FROM PER SET, 2" LONG WEIGHING 1.13 LBS. PER LINEAL FOOT AT ALL OTHER LOT CORNERS
 1-1/4" O.D. ROUND REINFORCING BAR SET, 30" LONG WEIGHING 4.303 LBS. PER LINEAL FOOT
 3/4" ROD FOUND
 GOVERNMENT CORNER
 RECORDED AS
 DELINEATED WETLANDS
 NO ACCESS TO RIGHT-OF-WAY (SEE ACCESS RESTRICTION CLAUSE)
UTILITY EASEMENTS - NO POLES OR BURIED CABLES ARE TO BE PLACED WITHIN THE UTILITY EASEMENT UNLESS DURING ANY SURVEY STAKE OR OBSTRUCT VISION ALONG ANY LOT LINE OR STREET LINE. THE UTILITY EASEMENT IS STRICTLY PROHIBITED BY ANYONE AS A VIOLATION OF SECTION 236.12 OF WISCONSIN STATUTES. UTILITY EASEMENTS AS HEREIN SET FORTH ARE TO BE MAINTAINED BY THE HOODES AND PRIVATE PUBLIC UTILITIES HAVING THE RIGHT TO SERVE THE AREA.

DRAINAGE EASEMENT NOTES:
 A. STORM WATER, THE PLACEMENT OF FILL, BUILDINGS, BERMS, RETAINING WALLS, TREES, LIMBEDS DRAINAGE OR INTERFERES WITH THE FLOW OF WATER OR CHANGES THE SHAPE OR A DRAINAGE EASEMENT IS STRICTLY PROHIBITED. WITHIN THE LAND DIVISION OR SERVING THIS SUBDIVISION ARE THE SOLE RESPONSIBILITY OF THE PROPERTY OWNERS TO MAINTAIN AND MANAGING STORM WATER THROUGH THE PLATING AND FAILURE OF THE PROPERTY OWNERS TO PERFORM MAINTENANCE OF THE DRAINAGE WAYS, THE PROPERTY OWNER SHALL BE RESPONSIBLE TO PERFORM MAINTENANCE AND/OR REPAIRS OF THE DRAINAGE WAYS AND/OR REPAIRS. THE PROPERTY OWNER SHALL BE RESPONSIBLE TO MAINTAIN AND/OR REPAIRS OF THE DRAINAGE WAYS AND/OR REPAIRS. WHERE THE CAUSE CAN BE SPECIFICALLY IDENTIFIED, THEN THE PAYMENT SHALL BE ASSESSED TO THE SPECIFIC PROPERTY OWNER(S).

There are no objections to this plat with respect to s. 236.15, 236.16, 236.20 and 236.21 (1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.
 Certified **July 26, 2024**

 Department of Administration



Released July 19, 2024
 Drawing No. 1-1720-001
 Sheet No. 2
 The instrument drawn by: C. Cleary



LINE NUMBER	BEARING	DISTANCE
L1	S 81°15' E	13.12
L2	N 35°52' E	7.47
L3	N 23°43' E	9.77
L4	N 57°52' E	3.58
L5	N 12°21' W	11.47
L6	N 03°40' E	25.18
L7	N 67°50' E	22.37
L8	N 73°58' E	25.11
L9	S 69°05' E	23.34
L10	S 02°52' W	16.33
L11	S 32°03' E	11.04
L12	S 12°03' E	11.04
L13	S 70°03' E	16.10
L14	N 41°43' W	17.63
L15	N 71°02' W	24.46
L16	N 71°02' W	48.82
L17	N 25°10' E	9.87
L18	S 56°43' E	8.37

NOTES:
 ALL LINEAR MEASUREMENTS HAVE BEEN MADE TO THE NEAREST ONE HUNDRETH OF A FOOT.
 NEAREST HALF SECOND.
 FRONT YARD BUILDING SETBACKS ARE 20 FEET MINIMUM FROM EAST NANA LANE, SOUTH SACKET STREET, AND EAST RESUNGA COURT. FRONT YARD SETBACKS ARE 25 FEET MINIMUM FROM ARTERIAL STREETS, EAST PLANK ROAD AND C.I.H. "AP". THE MINIMUM REAR YARD BUILDING SETBACKS ARE 6 FEET AS LISTED IN THE CITY OF APPLETON ZONING ORDINANCE, R-1A SINGLE-FAMILY DISTRICT.
 THERE ARE NO EXISTING BUILDINGS WITHIN THE PLATED AREA.
 TOTAL ROAD AREA DEDICATED TO THE PUBLIC: 112,227 SQUARE FEET (2.576 ACRES)
 DUE TO EXTENSIVE GRASSING TO PREPARE THE SITE FOR CONSTRUCTION, A MAJOR PORTION OF THE REQUIREMENTS OF 236.15 OF THE WISCONSIN STATUTES AND CHAPTER 17 OF THE APPLETON MUNICIPAL CODE RELATING TO THE PLACEMENT OF SURVEY MONUMENTS FOR LOTS 1 THROUGH 27 OF THIS PLAT HAS BEEN APPROVED BY THE CITY OF APPLETON, DATED JULY 16, 2024, PURSUANT TO THE GRANTING OF THE MONUMENT WAIVER.
 ALL MONUMENTS SHALL BE IN PLACE WITHIN ONE (1) YEAR OF THE GRANTING OF THE MONUMENT WAIVER.

COURSE TABLE

LINE NO.	LENGTH	DELTA	DELTA X	DELTA Y	BEARING
1	13.12	0.023	13.099	0.000	S 81°15' E
2	7.47	0.013	7.457	0.000	N 35°52' E
3	9.77	0.017	9.753	0.000	N 23°43' E
4	3.58	0.006	3.574	0.000	N 57°52' E
5	11.47	0.020	11.450	0.000	N 12°21' W
6	25.18	0.044	25.136	0.000	N 03°40' E
7	22.37	0.039	22.331	0.000	N 67°50' E
8	25.11	0.044	25.066	0.000	N 73°58' E
9	23.34	0.041	23.299	0.000	S 69°05' E
10	16.33	0.028	16.302	0.000	S 02°52' W
11	11.04	0.019	11.021	0.000	S 32°03' E
12	11.04	0.019	11.021	0.000	S 12°03' E
13	16.10	0.028	16.072	0.000	S 70°03' E
14	17.63	0.031	17.601	0.000	N 41°43' W
15	24.46	0.043	24.417	0.000	N 71°02' W
16	48.82	0.086	48.734	0.000	N 71°02' W
17	9.87	0.017	9.853	0.000	N 25°10' E
18	8.37	0.015	8.357	0.000	S 56°43' E

Martenson & Eisele, Inc.
 1377 Midway Road
 Appleton, WI 54912
 www.martensoneisele.com
 info@martensoneisele.com
 920.731.0381 1.800.236.0381

LUMBINI ESTATES

PART OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 AND PART OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4, ALL IN SECTION 5, TOWNSHIP 20 NORTH, RANGE 18 EAST, CITY OF APPLETON, CALUMET COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE

I, GARY A. ZARRINGER, PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY: THAT I HAVE SURVEYED, DIVIDED, AND MAPPED LUMBINI ESTATES, AT THE DIRECTION OF SAKET, LLC, PART OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 AND PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, ALL IN SECTION 5, TOWNSHIP 20 NORTH, RANGE 18 EAST, CITY OF APPLETON, CALUMET COUNTY, WISCONSIN, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH 1/4 CORNER OF SECTION 5; THENCE NORTH 88 DEGREES 57 MINUTES 36 SECONDS EAST, ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 5, A DISTANCE OF 659.75 FEET; THENCE NORTH 00 DEGREES 18 MINUTES 52 SECONDS EAST, 19.86 FEET TO THE POINT OF BEGINNING; THENCE 156.71 FEET ALONG THE ARC OF A CURVE TO THE NORTH RIGHT-OF-WAY LINE OF MIDWAY ROAD/C.T.H. 19, A DISTANCE OF 150.90 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 156.45 FEET; THENCE NORTH 79 DEGREES 02 MINUTES 03 SECONDS WEST, CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 100.00 FEET; THENCE 485.18 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, SAID CURVE HAVING A RADIUS OF 1170.00 FEET AND A CHORD THAT BEARS NORTH 67 DEGREES 09 MINUTES 15 SECONDS WEST, 481.71 FEET; THENCE NORTH 55 DEGREES 16 MINUTES 31 SECONDS WEST, 118.55 FEET; THENCE SOUTH 89 DEGREES 08 MINUTES 52 SECONDS WEST, ALONG THE WEST LINE OF ASPEN RIDGEOG, A DISTANCE OF 666.49 FEET TO THE POINT OF BEGINNING, CONTAINING 969,193 SQ.FT. (12,159 ACRES).

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

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

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

GIVEN UNDER MY HAND THIS _____ DAY OF _____, 2024.

GARY A. ZARRINGER, PROFESSIONAL LAND SURVEYOR S-2098

CORPORATE OWNER'S CERTIFICATE OF DEDICATION

SAKET, LLC, DULY ESTABLISHED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF WISCONSIN, AS A LIMITED LIABILITY CORPORATION, HAS HEREBY DEDICATED AND BEHEAVED ON THIS PLAT TO BE SURVEYED, DIVIDED, MAPPED AND DEDICATED ALL AS SHOWN AND REPRESENTED ON THIS PLAT.

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

WITNESS THE HAND AND SEAL OF SAID OWNER(S) THIS _____ DAY OF _____, 2024.

RAMJI MARASINI - MEMBER

STATE OF WISCONSIN) 55
OUTAGAMIE COUNTY)

PERSONALLY CAME BEFORE ME THIS _____ DAY OF _____, 2024,
THE ABOVE OWNER(S) TO ME KNOWN TO BE THE PERSON(S), WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGE THE SAME.

NOTARY PUBLIC
MY COMMISSION EXPIRES _____

ACCESS RESTRICTION CLAUSES

NOR AS OWNERS, WE HEREBY RESTRICT ALL LOTS AND BLOCKS IN THAT NO OWNER, POSSESSOR, NOR LICENSEE, OR LESSEE SHALL BE PERMITTED TO CROSS OR TRAVEL OVER THE PLAT, OR ANY PART THEREOF, OR ANY PART OF PLANK ROAD, AS SHOWN ON THE PLAT, IT BEING EXPRESSLY INTENDED THAT THIS RESTRICTION SHALL CONSTITUTE A RESTRICTION FOR THE BENEFIT OF THE PUBLIC ACCORDING TO S.236.293, STATS., AND SHALL BE ENFORCEABLE BY CALUMET COUNTY, AND THE CITY OF APPLETON.

UTILITY EASEMENT PROVISIONS

AN EASEMENT FOR ELECTRIC, NATURAL GAS, AND COMMUNICATIONS SERVICE IS HEREBY GRANTED BY SAKET, LLC, GRANTOR, TO RAMJI MARASINI - MEMBER

WISCONSIN ELECTRIC POWER COMPANY, A WISCONSIN CORPORATION DOING BUSINESS AS WE ENERGIES, GRANTEE, WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN, A WISCONSIN COMPANY, GRANTEE, AND THE WARNER ENTERTAINMENT COMPANY, L.P., GRANTEE

THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, TO CONSTRUCT, INSTALL, OPERATE, REPAIR, MAINTAIN AND REPLACE FROM TIME TO TIME, FACILITIES USED IN CONNECTION WITH OVERHEAD AND UNDERGROUND TRANSMISSION AND DISTRIBUTION OF ELECTRIC ENERGY, NATURAL GAS, TELEPHONE AND CABLE TV FACILITIES FOR THE PROPERTY SHOWN WITHIN THESE AREAS ON THE PLAT DESIGNATED AS "UTILITY EASEMENT AREAS" AND THE PROPERTY DESIGNATED ON THE PLAT FOR STREETS AND ALLEYS, WHETHER PUBLIC OR PRIVATE, TOGETHER WITH THE RIGHT TO INSTALL SERVICE CONNECTIONS UPON, ACROSS WITHIN AND BENEATH THE SURFACE OF EACH LOT TO SERVE IMPROVEMENTS, THEREON, OR ON ADJACENT LOTS, ALSO THE RIGHT TO TRIM OR CUT DOWN TREES, BRUSH AND ROOTS SUBDIVIDED PROPERTY FOR ALL SUCH PURPOSES. THE GRANTEE AGREES TO RESTORE OR CAUSE TO BE RESTORED, BY THE GRANTEE OR THEIR AGENTS, THIS RESTORATION, HOWEVER, DOES NOT APPLY TO THE INITIAL INSTALLATION OF SAID UNDERGROUND AND/OR ABOVE GROUND ELECTRIC FACILITIES, NATURAL GAS FACILITIES, OR TELEPHONE AND CABLE TV FACILITIES, WHICH ARE TO BE MAINTAINED AND REPAIRED BY THE GRANTEE OR THEIR AGENTS. THE GRANTEE SHALL NOT BE RESPONSIBLE FOR THE MAINTENANCE OR REPAIR OF ANY STRUCTURES OR UTILITIES PLACED OVER THE PROPERTY WITHIN THE LINES MARKED "UTILITY EASEMENT AREAS" WITHOUT THE PRIOR WRITTEN CONSENT OF GRANTEE. AFTER INSTALLATION OF ANY SUCH FACILITIES, THE GRADE OF THE SUBDIVIDED PROPERTY SHALL NOT BE ALTERED BY MORE THAN FOUR INCHES WITHOUT WRITTEN CONSENT OF GRANTEE. THE GRANT OF EASEMENT SHALL BE BINDING UPON AND INURE TO THE BENEFIT OF THE HEIRS, SUCCESSORS AND ASSIGNS OF ALL PARTIES HERETO.

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RAMJI MARASINI - MEMBER

COMMON COUNCIL RESOLUTION

RESOLVED THAT LUMBINI ESTATES, IN THE CITY OF APPLETON, IS HEREBY APPROVED BY THE COMMON COUNCIL OF THE CITY OF APPLETON.

ON THIS _____ DAY OF _____, 2024.

JACOB A. WOODFORD, CITY MAYOR

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

RAMI LYNCH, CITY CLERK

CITY TREASURER'S CERTIFICATE

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

JERI A. OHMAN, CITY FINANCE DIRECTOR

CITY TREASURER'S CERTIFICATE

I, JERI A. OHMAN, BEING THE DULY ELECTED, QUALIFIED AND ACTING TREASURER OF THE COUNTY OF CALUMET, DO HEREBY CERTIFY THAT THE RECORDS IN MY OFFICE SHOW NO UNREDEEMED TAX SALES AND NO UNPAID TAXES OR UNPAID SPECIAL ASSESSMENTS AS OF _____ AFFECTING THE LANDS INCLUDED IN LUMBINI ESTATES.

_____ COUNTY TREASURER

DATE _____ SIGNED _____

DATE _____ SIGNED _____

DETAIL "A"

LOT 6

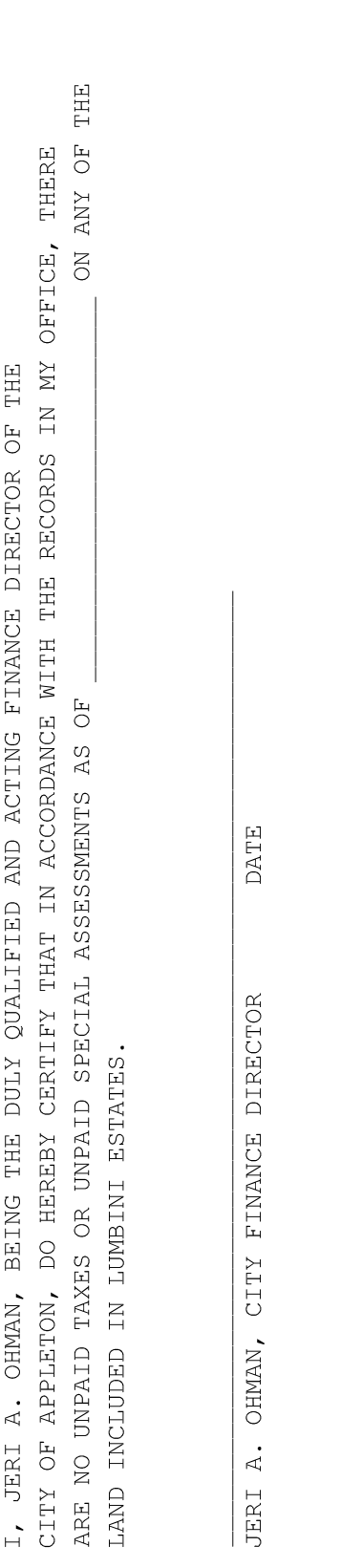
LOT 7

PROTECTIVE AREA

20' DRAINAGE EASEMENT

25' LANDSCAPE EASEMENT

C.T.H. "AP"



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

Certified July 26, 2024

Department of Administration

Released July 19, 2024
Drawing No. 1-1720-001
Sheet No. 2
This instrument drawn by: C. Cleary



Exhibit 3: Waiver of Special Assessment Notices & Hearing



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 providing details of 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 providing property address, signature, and date.

OFFICE USE ONLY

Notes:

Four horizontal lines for providing notes.

Project Unit No. _____ Authorized City Representative: _____

Final Cost of Assessable Improvements: _____

Date work completed: _____

Date billed to Property Owner: _____

Billed by: _____

Exhibit 4: Cost Estimates

Concept Plat East of Plank - Midway Intersection

Exhibit 4

Number of Lots: 27
 Lot Area: 445,746 Square Feet
 Total C/L Footage: 1,900
 Total Pavement Area (to b/curb): 6,247.56 SY
 Gross Area: 559,747SF (12.85 ac)
 Developer: Saket, LLC
 Work Order: TBD
 rev 12/2/2024

DESCRIPTION	TOTAL PROJECT COSTS	Developer Financed Construction (Private Contracts)	Up-Front City Costs	Special Assessments (2024 ESTIMATED)	Special Assessments (2031 ESTIMATED)	Account to be Credited	NOTES / COMMENTS
City Administrative Fees (estimated cost)	\$15,200.00	\$0.00	\$15,200.00	\$15,200.00	\$0.00		(1900 C/L Ft.) x (\$8.00 / C/L. Ft.)
Temporary Asphalt (estimated cost)	\$93,713.40	\$0.00	\$93,713.40	\$93,713.40	\$0.00		(6247.56.11 s.y.) x (\$15.00/s.y.)
Sanitary Sewer Area Assessment (Area 7E16)	\$3,084.58	\$0.00	\$3,084.58	\$3,084.58	\$0.00	5431	(\$6.92/1000 s.f.)* (445,748 s.f.)
Sewer Televising (estimated cost)	\$2,660.00	\$0.00	\$2,660.00	\$2,660.00	\$0.00	5427 5222	(3,800Lin Ft.) x (\$0.70 / Lin. Ft.)
Street Name / Traffic Control Signs (estimated cost)	\$3,800.00	\$0.00	\$3,800.00	\$3,800.00	\$0.00	4010	(1,900 C/L Ft.) x (\$2.00 / C/L. Ft.)
Concrete Pavement (estimated cost)	\$380,000.00	\$0.00	\$380,000.00	\$0.00	\$380,000.00	4010	(1,900 LF) x (\$200.00/LF)
Sidewalks - with Concrete Pavement (estimated cost)	\$133,000.00	\$0.00	\$133,000.00	\$0.00	\$133,000.00	4010	(19,000 s.f.) x (\$7.00/s.f.)
Plank Road West Regional Stormwater Pond Assessment	\$0.00	\$0.00	\$23,220.00	\$23,220.00	\$0.00	4010	\$860 per lot * 27 Lots
Sanitary Sewer	\$194,646.00	\$194,646.00	\$0.00	n/a	n/a	5431	Private Contractor hired by Developer
Storm Sewer / Erosion Control	\$384,380.14	\$384,380.14	\$0.00	n/a	n/a	5230	Private Contractor hired by Developer
Water Main	\$201,932.00	\$201,932.00	\$0.00	n/a	n/a	5371	Private Contractor hired by Developer
Grading & Graveling	\$143,092.24	\$143,092.24	\$0.00	n/a	n/a	-	Private Contractor hired by Developer
General/Topsoil Strip	\$26,403.70	\$26,403.70	\$0.00	n/a	n/a	-	Private Contractor hired by Developer
Street Lights/Utilities	\$93,782.99	\$93,782.99	\$0.00	n/a	n/a	4010	Private Contractor hired by Developer
Design Engineer Fees and Contingencies	\$102,050.00	\$102,050.00	\$0.00	n/a	n/a	4010	Private Contractor hired by Developer
TOTALS	\$1,777,745.05	\$1,146,287.07	\$654,677.98	\$141,677.98	\$513,000.00		



CITY OF APPLETON

MEMORANDUM

Date: December 5, 2024

To: Finance Committee

From: Kara Homan, AICP, Director of Community Development
Laura Jungwirth, PE, Director of Public Works

Subject: Request to approve Development Agreement for Lumbini Estates (Saket, LLC)

Background

The Final Plat for Lumbini Estates was approved by the Appleton Common Council on July 17, 2024 (Action Item [24-0851](#)). As a condition of that approval, the staff report (condition #6, pg 7) outlined that a Development Agreement is required prior to city signatures being placed on the Final Plat. This is needed prior to recording the final plat / sale of lots.

This development agreement used the Attorney's office template for Development Agreements as a basis, which ensures the development agreement does not provide any fiscal/administrative contribution beyond standard policy from the City and aligns with the City's debt reduction strategy and as was done with the last Plat the city approved (Clearwater Creek 4). It also includes a provision related to financial guarantees to ensure public infrastructure to be completed by the developer is installed and in a satisfactory manner. The developer has confirmed they are agreeable to the agreement's language as drafted.

Recommendation:

The Directors of Community Development and Public Works recommend the attached Development Agreement for Lumbini Estates (Saket, LLC) **BE APPROVED**.

City of Appleton 2023 Write-Off List

The following accounts will be posted on the City's website and published in The Post Crescent unless they filed for bankruptcy or are confirmed deceased
Addresses shown are the last known location of the individual or business.

Type	Invoice Date	INV or Parcel Number	Name	ADDRESS	Amount Due	Description
A/R	08/02/21	7176	MILLENNIAL HOLDINGS	911 E COUNTY LINE RD STE 206LAKEWOOD NJ 08701	\$2,215.50	Red Ramp - Parking Permits Taxable
A/R	09/03/21	7548	TLR CONSULTING INC	9938 STATE HWY 55 NWANNANDALE MN 55302	\$100.00	Street Excavation Permit
A/R	09/10/21	7567	OUTREACH HEALTH SERVICES	PO BOX 945 OSCEOLA, WI 54020 USA	\$600.00	Agency Basic Tickets
A/R	01/24/22	8574	MARIE A BUSHMAN	200 W PACKARD ST APT 234 APPLETON, WI 54911 USA	\$40.00	NSF Bill
A/R	01/25/22	8566	DEAN ALIX	318 N ONEIDA ST #4 APPLETON, WI 54911 USA	\$80.88	Damage to City Property - Traffic
A/R	1/25/2022	8581	BRIANNA MOSS	1021 PROVINCE TERRACE MENASHA, WI 54952 USA	\$144.65	Damage to City Property - Traffic
A/R	02/18/22	8724	TIFFANY BESAW-BENZ	1640 HOLLAND RD APPLETON, WI 54911 USA	\$76.90	Haz Mat Clean-up
A/R	02/18/22	8727	JEFFREY DRETTWAN	N2883 GAIGG LANE HORTONVILLE, WI 54944 USA	\$500.00	Vehicle Extrication Fee
A/R	02/25/22	8749	CAZEEM COLE	125 E ATLANTIC ST APPLETON, WI 54911 USA	\$734.14	Damage to City Property - Street
A/R	03/15/22	8878	JONATHAN FISCHER	N1924 CHRISTY LN GREENVILLE, WI 54942 USA	\$108.69	MISSED PAYROLL PREMIUM DEDUCTIONS
A/R	03/15/22	8888	JUAN CARLOS FELIX GARCIA	831 E BREWSTER ST APPLETON, WI 54911 USA	\$601.14	damage to City Property - traffic
A/R	03/15/22	8891	JENNIFER BRANDT	1432 N ULLMAN ST APPLETON, WI 54911 USA	\$255.59	Haz Mat Clean-up
A/R	03/15/22	8908	ALVIN MOLITOR	3121 N LAWE ST #2 APPLETON, WI 54911 USA	\$184.69	Haz Mat Clean-up
A/R	03/18/22	8918	SHANE VERSTEGEN	708 N LAWE ST APPLETON, WI 54911	\$52.00	NSF Bill/ Dog License
A/R	03/18/22	8922	CHRISTOPHER HERMAN	1720 14TH ST PORT HURON, MI 48060 USA	\$146.98	Damage to City Property - Traffic
A/R	03/18/22	8923	CHRISTOPHER HERMAN	1720 14TH ST PORT HURON, MI 48060 USA	\$660.00	Forestry- Damage to City Property
A/R	03/31/22	8982	BRITNEY HILL	2009 DEER HAVEN DR MENASHA, WI 54952 USA	\$187.89	Damage to City Property - Traffic
A/R	03/31/22	8983	DAMIEN ALBRECHT	230 E TAFT AVE APPLETON, WI 54915 USA	\$209.75	Damage to City Property - Traffic
A/R	03/31/22	8987	RICHARD YAHR	N1657 KAS DR GREENVILLE, WI 54942 USA	\$603.41	Damage to City Property - Traffic
A/R	04/25/22	9149	JORDAN STAHL	926 W COMMERCIAL ST APPLETON, WI 54914 USA	\$201.56	Damage to City Property - Traffic
A/R	04/25/22	9151	AIMEE WILSON	725 N CLARK ST APPLETON, WI 54911 USA	\$185.16	Damage to City Property - Traffic
A/R	05/04/22	9237	STEVE TESSEN	344 N KENSINGTON DR #1 APPLETON, WI 54915 USA	\$218.69	Haz Mat Clean-up
A/R	05/04/22	9241	WILLIAM GRUETZMACHER	2503 PHEASANT RIDGE TRL #3 MADISON, WI 53713-2637 USA	\$76.90	Haz Mat Clean-up
A/R	05/09/22	9303	NICOLE WERNER	2836 BLYTHSWOOD SQUARE HENDERSON, NV 89044 USA	\$184.69	Haz Mat Clean-up
A/R	05/09/22	9304	DEVON RAMIREZ	1819 W COMMERCIAL ST APPLETON, WI 54914 USA	\$76.90	Haz Mat Clean-up
A/R	05/09/22	9308	CARLOS MACHUCA	1324 KIRKMAN ST GREENSBORO, NC 27406 USA	\$57.41	Bulk Water Service Charge/Volume from MSB Bulk Meter
A/R	05/09/22	9317	BRIAN SCHICKER	913 SW AVEUNE APPLETON, WI 54915 USA	\$3,410.31	Damage to City Property - Street
A/R	05/23/22	9400	GIFTY BERKO	2924 E APPLE HILL BLVD APPLETON, WI 54913 USA	\$912.68	Hydrant Repair
A/R	05/23/22	9416	JONATHAN MINCH	6011 NILES RD VALDERS, WI 54245 USA	\$127.90	Haz Mat Clean-up
A/R	06/10/22	9535	OUTREACH HEALTH SERVICES	PO BOX 945 OSCEOLA, WI 54020 USA	\$40.00	NSF Bill/ Dog License
A/R	06/10/22	9537	RACHEL NEUMANN	2919 W GLENPARK DR APT 101 APPLETON, WI 54914 USA	\$204.57	Damage to City Property - Traffic
A/R	06/10/22	9539	JENNA KNUTSON	501 W VETERANS ST APT 2 TOMAH, WI 54660 USA	\$11,283.46	Damage to City Property - Traffic
A/R	06/10/22	9541	ERIC SIMONS	1816 HENRY ST NEENAH, WI 54956 USA	\$3,343.17	Damage to City Property - Traffic
A/R	06/10/22	9542	RAUL SALAZAR VILLAPANDO	1407 N NICHOLAS ST APPLETON, WI 54914 USA	\$9,307.30	Damage to City Property - Traffic
A/R	06/14/22	9547	COLTON FONTECCHIO	1937 SIMPSON ST OSHKOSH, WI 54902-6844 USA	\$190.35	Damage to City Property - Traffic
A/R	06/14/22	9549	ALIVIA MEYER	431 E ALICE ST APPLETON, WI 54911 USA	\$164.80	Haz Mat Clean-up
A/R	06/14/22	9550	QUARAN STEWART	723 W HAWES AVE APPLETON, WI 54914 USA	\$76.90	Haz Mat Clean-up
A/R	06/14/22	9564	EDWARD SPANGLER	111 S JOHN ST NEENAH, WI 54956 USA	\$147.80	Haz Mat Clean-up
A/R	06/14/22	9565	ERIC SCHMITZ	1018 W PACKARD ST APPLETON, WI 54914 USA	\$93.90	Haz Mat Clean-up
A/R	06/14/22	9566	CLINT COOPER	614 1/2 W COLLEGE AVE APPLETON, WI 54911 USA	\$76.90	Haz Mat Clean-up
A/R	06/28/22	9631	RUIGUI MARADIAGA	634 JACKSON ST NEENAH, WI 54956 USA	\$74.17	Haz Mat Clean-up
A/R	07/22/22	9795	CAISHA GOODRICH-SAMPSON	2630 KERRY LANE #1 APPLETON, WI 54915 USA	\$74.17	Haz Mat Clean-up
A/R	07/22/22	9798	JUSTIN JAMES	1414 W WINNEBAGO ST APPLETON, WI 54914 USA	\$127.69	Haz Mat Clean-up
A/R	08/05/22	9865	THOMAS ALMENDAREZ	418 BROAD ST MENASHA, WI 54952 USA	\$107.00	NSF Bill / POLICE INVESTIGATION FEE & OPERATORS LICENSE
A/R	08/05/22	9889	AMANDA STUCK	1404 N HARRIMAN ST APPLETON, WI 54911 USA	\$105.67	Haz Mat Clean-up
A/R	08/09/22	9911	JUSTIN JAMES	2503 N ELINOR ST APPLETON, WI 54914 USA	\$239.38	Damage to City Property - Traffic
A/R	08/11/22	9916	RYAN BARTELL	1136 W GRANT ST APPLETON, WI 54911 USA	\$160.19	Haz Mat Clean-up
A/R	08/31/22	10075	JADE MEISELWITZ	3606 S 254TH ST KENT, WA 98030 USA	\$151.17	Damage to City Property - Traffic
A/R	08/31/22	10024	KELLY KNIGHT	1401 S DRISCOL ST APT #3 APPLETON, WI 54914 USA	\$105.67	Haz Mat Clean-up
A/R	08/31/22	10046	DEZIRAE PARISH	1742 N OUTAGAMIE ST APPLETON, WI 54914	\$91.17	Haz Mat Clean-up
A/R	09/08/22	10107	YULISSA FERNANDEZ	1315 W COMMERCIAL ST APPLETON, WI 54914 USA	\$464.69	Work Comp Billed
A/R	09/16/22	10196	ALEXIS WILLEY	W6088 GOLDEN CT APPLETON, WI 54915 USA	\$40.00	NSF Bill
A/R	09/20/22	10216	MARIAH WITTNIK	182 SULLIVAN ST OSHKOSH, WI 54902 USA	\$500.00	Vehicle Fire Fee
A/R	09/27/22	10244	TSA	ATTN: JOAN HOLYFIELD 13271 CRAIL CT BRISTOW, VA 20136 US/	\$94.00	Red Ramp - Parking Permits Taxable
A/R	09/28/22	10282	LITTLE CHUTE HEALTH SERVICES	1201 GARFIELD AVE LITTLE CHUTE, WI 54140 USA	\$80.00	VTII Basic Ticket Sheet
A/R	09/29/22	10304	OLIVIA GONZALEZ	1201 N BAY RIDGE RD APPLETON, WI 54915 USA	\$174.69	Haz Mat Clean-up
A/R	09/29/22	10315	CRISTINA AGUIRRE	159 W CALUMET ST #6 APPLETON, WI 54915 USA	\$1,321.13	Damage to City Property - Traffic
A/R	09/29/22	10316	CRISTINA AGUIRRE	159 W CALUMET ST #6 APPLETON, WI 54915 USA	\$417.63	Damage to City Property - Forestry/ Street Sweep
A/R	10/17/22	10350	CHRISTOPHER A DUNCAN	808 W HAWES AVEAPPLETON, WI 54914	\$250.00	Non-Compliant Refuse Collection
A/R	10/17/22	10352	SALINAS VILLANUEVA	315 TYLER CT #1 MENASHA, WI 54952 USA	\$105.67	Haz Mat Clean-up
A/R	11/07/22	10490	PRIMORIS ELECTRIC	ATTN: TOM PETERS 116 KLOMPEN CT NEENAH, WI 54956 USA	\$61.81	Bulk Water Service Charge/Volume from MSB Bulk Meter
A/R	10/28/22	10455	TOMMY CONCRETE LLC	N59 W13449 MANDARDT DR MEMOMONEE FALLS, WI 53051 US	\$100.00	Street Excavation Permit
A/R	11/07/22	10528	SAMUEL MALAGA	225 1/2 N MASON ST APPLETON, WI 54914 USA	\$2,797.07	Damage to City Property - Traffic
A/R	11/23/22	10572	EMILY STRENSKI	PO Box 13 IOLA, WI 54945 USA	\$500.00	vehicle Fire Fee
A/R	11/23/22	10574	KATELYN FULLER	N9376 CHEYANNE DR APPLETON, WI 54915 USA	\$138.92	Haz Mat Clean-up
A/R	11/30/22	10612	LEWIS ZERPEL	1035 W HARRIS ST APPLETON, WI 54914 USA	\$91.17	Haz Mat Clean-up
A/R	12/09/22	10661	LITTLE CHUTE HEALTH SERVICES	551 N BLUEMOUND DR APT 20 APPLETON, WI 54914 USA	\$80.00	VTII Basic Ticket Sheet
A/R	12/09/22	10651	DEMERRIUS MCDANIEL	1201 GARFIELD AVE LITTLE CHUTE, WI 54140 USA	\$91.17	Haz Mat Clean-up
A/R	12/13/22	10669	MICHAEL HOBART	108 STATE ST NEENAH, WI 54956 USA	\$500.00	Vehicle Fire Fee
A/R	01/09/23	10834	RAQUEL DENN	1718 E AMELIA ST # 4 APPLETON, WI 54911 USA	\$174.69	Haz Mat Clean-up
A/R	01/16/23	10869	EDUARDO SANCHEZ MARTINEZ	116 W WISCONSIN AVE APPLETON, WI 54911 USA	\$2,092.65	Damage to City Property - PD
A/R	01/23/23	10891	MICHAEL WOOD	622 N SUPERIOR ST APPLETON, WI 54911 USA	\$164.55	Damage to City Property - Traffic
A/R	02/01/23	10999	SAO LO	15 NEWBERRY CT APPLETON, WI 54915	\$250.00	Non-Compliant Refuse Collection
ACCOUNT RECIEVABLE TOTAL					\$49,609.68	

City of Appleton 2023 Write-Off List

The following accounts will be posted on the City's website and published in The Post Crescent unless they filed for bankruptcy or are confirmed deceased
Addresses shown are the last known location of the individual or business.

Bill Year	Prop Code	Customer Name	Unpaid Balance	Category
PP	2022 313151000	NIKOS HOME IMPROVEMENT LLC	\$10.94	2022 Personal Property Taxes
PP	2022 315389780	SIMPLY INSPIRED HAIR DESIGNS C/O LAURIE KURTH	\$37.19	2022 Personal Property Taxes
PP	2022 316245780	CHAIR INSIDE THE CORNER BARBER SHOP C/O MARIAH KNOX	\$37.19	2022 Personal Property Taxes
PP	2022 316271730	THREE OTTERS PHOTOGRAPHY C/O MARY BAIRD	\$118.11	2022 Personal Property Taxes
PP	2022 315275180	BRAIDS UNLIMITED SALON/BARBER SHOP C/O JOHNNITTA SCOT	\$118.11	2022 Personal Property Taxes
PP	2022 314105300	SUNFLOWER SPA LLC	\$627.78	2022 Personal Property Taxes
PP	2022 315197400	SUBWAY SUBS & SALADS : MOR-SUBS INC	\$883.70	2022 Personal Property Taxes
PP	2022 315077020	INSPIRATIONS DANCE AND FITNESS LLC	\$404.66	2022 Personal Property Taxes
PP	2022 311181893	LORE LLC	\$689.01	2022 Personal Property Taxes
PP	2022 314071610	MICHAEL GEHRMAN FILMWORKS : MICHAEL GEHRMAN PHOTO	\$56.86	2022 Personal Property Taxes
PP	2022 313163010	WHIMSICAL CHARM LLC	\$205.60	2022 Personal Property Taxes
PP	2022 316252840	MELISSA ALDERTON PHOTOGRAPHY C/O MELISSA ALDERTON	\$107.18	2022 Personal Property Taxes
PP	2022 316146970	CHAIR INSIDE THE CORNER BARBER SHOP C/O BOBBIE JO SIEBEF	\$37.19	2022 Personal Property Taxes
PP	2022 315342570	KALM, DUANE ACCOUNTING : DJ ACCOUNTING INC	\$10.94	2022 Personal Property Taxes
PP	2022 315401620	SIMPLY INSPIRED HAIR DESIGNS C/O JAMIE RICHESON	\$209.99	2022 Personal Property Taxes
PP	2022 315402000	MANCAVE BARBERSHOP	\$118.11	2022 Personal Property Taxes
PP	2022 311100000	APPLE CREEK PLACE : WIRC LLC	\$2,342.64	2022 Personal Property Taxes
PP	2022 311154759	APPLE CREEK PLACE : WIRC LLC	\$2,342.64	2022 Personal Property Taxes
PP	2022 311154760	APPLE CREEK PLACE : WIRC LLC	\$2,342.64	2022 Personal Property Taxes
PP	2022 316245800	KOREANA RESTAURANT : MANGO TREE INC	\$448.40	2022 Personal Property Taxes
PP	2022 316241110	HMONG WISCONSIN RADIO LLC	\$380.61	2022 Personal Property Taxes
PP	2022 312342400	RICK BRETL INDUSTRIES LLC	\$45.94	2022 Personal Property Taxes
PP	2022 314024860	EAZYER.COM : ROCKIN REWARDS LLC	\$61.25	2022 Personal Property Taxes
PP	2022 317182000	FOX VALLEY FIREARMS LLC	\$100.61	2022 Personal Property Taxes
PP	2022 317270200	ADRIANA'S BEAUTY SALON C/O ADRIANA SAUCEDO	\$76.56	2022 Personal Property Taxes
PP	2022 316269805	88 EVENTS LLC	\$629.96	2022 Personal Property Taxes
PP	2022 312093425	COMMERCIAL HORIZONS INC	\$63.44	2022 Personal Property Taxes
PP	2022 319043780	NU CO2 SUPPLY LLC	\$119.50	2022 Personal Property Taxes
PP	2022 316246590	LETI Y DAVI STETSON C/O MARIA AND ROBERTO MARTINEZ	\$48.12	2022 Personal Property Taxes
PP	2022 314072800	MOBILE HELPDESK LLC	\$52.50	2022 Personal Property Taxes
PP	2022 313162810	WILDE WEB MARKETING LLC	\$179.37	2022 Personal Property Taxes
PP	2022 314024300	FEATHER AND BONE LLC	\$205.60	2022 Personal Property Taxes
PP	2022 314032030	EYE PHOTOGRAPHY LLC	\$135.61	2022 Personal Property Taxes
PP	2022 313156610	VAL U BEAUTY SUPPLY LLC	\$28.45	2022 Personal Property Taxes
PP	2022 313162720	WIATER ROOFING C/O SCOTT WIATER	\$30.62	2022 Personal Property Taxes
PP	2022 319038608	MESSAGE CONNECTION : WEIX LLC	\$46.28	2022 Personal Property Taxes
PP	2022 319016825	FLYAWAYS A BOUTIQUE SALON LLC	\$29.46	2022 Personal Property Taxes
PP	2022 314042100	VALPAK CORP	\$39.37	2022 Personal Property Taxes
PP	2022 316245740	KINGDOM KUTS C/O JESSICA NETZEL	\$91.87	2022 Personal Property Taxes
PP	2022 315253800	APPLETON PET SPA LLC	\$236.24	2022 Personal Property Taxes
PP	2022 316245745	KKY POOL HALL C/O YER XIONG AND KEETEEKUNE THAO	\$231.86	2022 Personal Property Taxes
PP	2022 316249825	MASTER'S TOUCH DENTAL CERAMICS LLC	\$347.79	2022 Personal Property Taxes
PP	2022 311283060	XPERIENCE FITNESS : VERTICAL FITNESS GROUP LLC	\$306.22	2022 Personal Property Taxes
PP	2022 316263625	REVEAL FITNESS INC	\$179.37	2022 Personal Property Taxes
PP	2022 311219427	RECOVERY INN (EQUIPMENT) : FOX VALLEY TRANSNTL CARE LLC	\$319.35	2022 Personal Property Taxes
PP	2022 315347200	LIBERTY TAX SERVICES C/O JASON ANDERSON	\$30.62	2022 Personal Property Taxes
PP	2022 316271910	TNT RENOVATIONS LLC	\$30.62	2022 Personal Property Taxes
PP	2022 315334460	INTRIGUE FASHIONS LLC	\$34.99	2022 Personal Property Taxes
PP	2022 310358750	H30 C/O JAMES S PARK	\$6.89	2022 Personal Property Taxes
PP	2022 316198720	BLOY, TIM CONSTRUCTION CO	\$262.49	2022 Personal Property Taxes
PP	2022 316210700	EASTMAN, EMILY	\$17.51	2022 Personal Property Taxes
PP	2022 312276500	RX LINK UNIVERSITY PHARMACY : UNIVERSITY RX LLC	\$282.17	2022 Personal Property Taxes
PP	2022 312378010	SIMPLY LOVE FILMS LLC	\$413.41	2022 Personal Property Taxes
PP	2022 312159870	GREEN GECKO GROCER & DELI : GREEN GECKO ENTERPRISES LLC	\$194.67	2022 Personal Property Taxes
PP	2022 314016016	BEYOND THE ROOTS LLC	\$50.32	2022 Personal Property Taxes
PP	2022 311203030	OASIS NUTRITION LLC	\$100.61	2022 Personal Property Taxes
PP	2022 315347250	LIFE COUNSELING & CONSULTING LLC	\$282.17	2022 Personal Property Taxes
PP	2022 315328580	HYPNOSIS INSTITUTE OF WISCONSIN C/O RONALD L LINDBERG	\$28.45	2022 Personal Property Taxes
PP	2022 311150390	JUAN'S GARAGE : FOX VALLEY CHOP SHOP LLC	\$61.25	2022 Personal Property Taxes
PP	2022 316256620	METRICS MARTIAL ARTS LLC	\$65.62	2022 Personal Property Taxes
PP	2022 314086930	POPPY AVENUE BOUTIQUE & CLEAN BEAUTY BAR LLC	\$100.61	2022 Personal Property Taxes
PP	2022 315298530	EVERGREEN FLORIST OF APPLETON LLC	\$203.42	2022 Personal Property Taxes
PP	2022 311160695	HAPPY CAR LLC	\$52.50	2022 Personal Property Taxes
PP	2022 317461920	POPEYES LOUISIANA KITCHEN : SMIT CO EATERIES INC	\$2,314.22	2022 Personal Property Taxes
PP	2022 314067380	LETTER CREATE STUDIO : THE CRAFT NINJA LLC	\$76.56	2022 Personal Property Taxes
PP	2022 311038510	GOSIA'S PHOTOGRAPHY LLC	\$188.12	2022 Personal Property Taxes
PP	2022 311133020	DOCK SYSTEMS USA LLC	\$24.06	2022 Personal Property Taxes
PP	2022 312063000	BOLD SALONS LLC	\$277.79	2022 Personal Property Taxes
PP	2022 319036110	HUNTINGTON TECHNOLOGY FINANCE INC	\$144.78	2022 Personal Property Taxes
PP	2022 319059995	SLASH BEAUTY & BARBERING LLC	\$84.15	2022 Personal Property Taxes
PP	2022 319072550	STUDIO TLC C/O ASHLEY ZAHRRINGER	\$84.15	2022 Personal Property Taxes
PP	2022 319015600	FALLEN GRAFIX LLC	\$91.92	2022 Personal Property Taxes
PP	2022 315007750	APPLETON AUTO STYLING : AUTO STYLING LLC	\$52.50	2022 Personal Property Taxes
PP	2022 314104370	SOUL ASCENSION MASSAGE AND SHAMANICS C/O LINDSAY MIL	\$87.49	2022 Personal Property Taxes
PP	2022 311243300	SNAPTASTIC PHOTOGRAPHY C/O ERIKA PARKER	\$87.49	2022 Personal Property Taxes
PP	2022 311211547	POWERS PAPER LLC	\$87.49	2022 Personal Property Taxes
PP	2022 313056135	SLACKERS RESTAURANT & BAR : DVV ENTERPRISES LLC	\$389.35	2022 Personal Property Taxes
PP	2022 314071027	M.NATURALS SPA & GIFTS : M.NATURALS LLC	\$59.06	2022 Personal Property Taxes
PP	2022 314109095	TOPVU MEDIA LLC	\$118.11	2022 Personal Property Taxes

PP	2022 315412220	TINO BAKERY LLC	C/O MARIA ESTRADA2017 N RICHMOND STAPPLETON WI 5491	\$201.24	2022 Personal Property Taxes
PP	2022 314017650	BURN BOOT CAMP : QUELLA CAKES & PIES LLC	C/O SARAH QUELLAN9030 PAPERMAKER PASSMENASHA WI 54	\$697.77	2022 Personal Property Taxes
PP	2022 313146260	STATEMENT PIECE LLC THE	C/O LENA SARA MARIE GUSTMANW6695 GREENVILLE DRGREE	\$10.94	2022 Personal Property Taxes
PP	2022 318570220	SHE HAIR BOUTIQUE C/O ADDEY CRONKRITE	2110 S MEMORIAL DRAPPLETON WI 54915	\$110.51	2022 Personal Property Taxes
PP	2022 314103670	STANGLER COUNSELING SERVICES LLC	C/O TARA STANGLER101 W EDISON AVE #260APPLETON WI 54	\$100.61	2022 Personal Property Taxes
PP	2022 312443221	WILSON FINANCIAL LLC C/O TIMOTHY WILSON	100 W LAWRENCE ST #223APPLETON WI 54911	\$89.68	2022 Personal Property Taxes
PP	2022 312238501	LA BELLE MAISON LLC	C/O SANDRA J PUFAHL229 E COLLEGE AVEAPPLETON WI 54911	\$87.49	2022 Personal Property Taxes
PP	2022 316243300	JAELEI BEAUTY C/O JAELEI YANG	2001 N APPLETON STAPPLETON WI 54911	\$87.49	2022 Personal Property Taxes
PP	2022 316254650	NOVA SALON C/O LEAH MILLER	2001 N APPLETON STAPPLETON WI 54911	\$87.49	2022 Personal Property Taxes
PP	2022 312094960	FIKA COFFEE AND TEA LLC	C/O CONNER STILP207 W COLLEGE AVEAPPLETON WI 54911	\$413.41	2022 Personal Property Taxes
			2022 PP TAX TOTAL	<u>\$23,407.02</u>	



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

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

TO: Chairperson Vered Meltzer and Members of the Utilities Committee

FROM: Environmental Programs Coordinator Brian Kreski

DATE: December 2, 2024

RE: *Award Organic Recycling Contractor Services to Hsu Growing Supply for an extended one (1) year term ending December 31, 2025.*

BACKGROUND:

The Appleton Wastewater Treatment Plant (AWWTP) has been operating a biosolids compost facility since the fall of 2010. Since its inception, the AWWTP has successfully contracted Hsu Growing Supply (Hsu) for compost processing services. The year-end of 2024 will mark the conclusion of the fifth consecutive contract term with Hsu.

The last request for quotes (RFQ) for Organic Recycling Contractor Services was completed on March 1, 2017. At that time, Hsu was the only responsive firm out of six that submitted proposals. The non-responsive firms cited various reasons, including an inability to meet necessary qualifications, lack of competitiveness regarding process frequency and equipment mobilization distance, and that the requested services fell outside their corporate business model.

In recognition of the unique nature of the requested services and the limited pool of capable firms, the 2022-2024 contract with Hsu includes language that allows for an extension by mutual agreement from both parties. The Hsu extension quote tabulation is summarized in Table 1. The budget for the Compost Program and the contract award amount, which spans four years, is based on the annual processing of three "batches" of material. This totals 16,000 cubic yards, with each batch comprising 5,333 cubic yards.

Table 1: Organic Recycling Contractor Services Quote for 2025

Company	Required Quote (per unit / per batch)			Alternate Quotes	
	Compost Processing			Stockpiling	Screening
	2,500 YD	5,000 YD	10,000 YD	3,500 YD	1,000 YD
Hsu Growing Supply	\$8.00	\$5.50	\$4.50	\$3.45	-
	per/YD	per/YD	per/YD	per/YD	
	\$20,000	\$27,500	\$45,000	\$12,075	-

Note: Fuel surcharges would apply.

RECOMMENDATION:

I recommend a contract extension for organic recycling services for one additional year be awarded to Hsu for the term ending December 31, 2025. If you have any questions regarding this project, please contact Brian Kreski at 920-832-2316.



DEPARTMENT OF
**PUBLIC
WORKS**

MEMORANDUM

Date: December 10, 2025
To: Utilities Committee
From: Laura Jungwirth, Director of Public Works
Pete Neuberger, Deputy Director of Public Works/City Engineer
Subject: Award 2025A Stormwater Management Plan review contract to Brown and Caldwell in an amount not to exceed \$80,000.

The Department of Public Works (DPW) requests awarding the 2025A Stormwater Management Plan Review contract to Brown and Caldwell (BC) in an amount not to exceed \$80,000. In 2023, a Request for Proposals was issued for stormwater management plan review. Two proposals from qualified consultants were received and each consultant was awarded a portion of the work. DPW is proposing the same approach for 2025.

Work under this contract includes working with City staff, developers and their consultants, and other regulatory agencies to review stormwater management plans and erosion control plans and develop these plans for City projects.

The number of plans submitted or needed during the year is unknown. This contract is billed on an hourly basis as projects occur. A contract amendment will be brought to the Utilities Committee if more projects are submitted than estimated for the available funds. The 2025A contract award is requested for a larger amount than 2025B due to the large Thrivent project, on which BC has been working in 2024, and on which they will continue working throughout 2025.

BC has performed exceptionally in 2024, providing technical expertise, timely review of projects and communication with both City staff and developers.

The 2023 Request for Proposals stated: *“With satisfactory performance by the selected consultant(s) and consistent staffing, the selected consultant(s) may be contracted for this same work in 2025-2028 (five year maximum) without an RFP process.”* Therefore, if approved, and with satisfactory performance by the consultants, DPW staff anticipate negotiating contracts without an RFP process with BC and/or raSmith for 2025-2028 Stormwater Management Plan Reviews, subject to Utilities Committee and Common Council approval at the appropriate times.



DEPARTMENT OF
**PUBLIC
WORKS**

MEMORANDUM

Date: December 10, 2025
To: Utilities Committee
From: Laura Jungwirth, Director of Public Works
Pete Neuberger, Deputy Director of Public Works/City Engineer
Subject: Award 2025B Stormwater Management Plan review contract to raSmith in an amount not to exceed \$30,000.

The Department of Public Works (DPW) requests awarding the 2025B Stormwater Management Plan Review contract to raSmith in an amount not to exceed \$30,000. In 2023, a Request for Proposals was issued for stormwater management plan review. Two proposals from qualified consultants were received and each consultant was awarded a portion of the work. DPW is proposing the same approach for 2025.

Work under this contract includes working with City staff, developers and their consultants, and other regulatory agencies to review stormwater management plans and erosion control plans and develop these plans for City projects. In 2025 raSmith will also assist City staff with updating skills for the stormwater review software approved in the 2025 adopted budget.

The number of plans submitted or needed during the year is unknown. This contract is billed on an hourly basis as projects occur. A contract amendment will be brought to the Utilities Committee if more projects are submitted than estimated for the available funds.

raSmith performed well in 2024, developing stormwater and erosion control plans for expansion of the Municipal Services Building into 3001 Glendale Avenue, as well as providing technical expertise, timely response to projects submitted for review and communication with both City staff and developer's engineers.

The 2023 Request for Proposals stated: *"With satisfactory performance by the selected consultant(s) and consistent staffing, the selected consultant(s) may be contracted for this same work in 2025-2028 (five year maximum) without an RFP process."* Therefore, if approved, and with satisfactory performance by the consultants, DPW staff anticipate negotiating contracts without an RFP process with raSmith and/or Brown and Caldwell for 2025-2028 Stormwater Management Plan Reviews, subject to Utilities Committee and Common Council approval at the appropriate times.

CITY OF APPLETON
Department of Public Works
MEMORANDUM

TO: Finance Committee
 Municipal Services Committee
 Utilities Committee

cc: City Clerk
Contract File

SUBJECT: Anticipated Award and/or Award of Contract

ANTICIPATED AWARD

The Department of Public Works is planning to award _____

Committee Date: _____

Council Date: _____

***** AND / OR *****

AWARD OF CONTRACT

The Department of Public Works recommends that _____ Unit N-24, Spot Repairs, Protruding Tap & Mineral Deposit Removal

Be awarded to: Name: New Restoration and Recovery Services, LLC dba Aqualis
Address: 2094 County Rd. QQ
Green Bay, WI 54311

In the amount of _____ with a contingency of _____ \$0.00

** OR ** in the amount Not To Exceed _____ \$129,512.50

Budget: \$129,512.50

Estimate: \$150,000.00

Committee Date: 12/10/24

Council Date: 12/18/24

N-24 Sewer spot repairs, protruding tap and mineral deposit removal (#9404096)

Owner: Appleton WI, City of

Solicitor: Appleton WI, City of

11/25/2024 01:45 PM CST

Section Title	Line Item	Item Code	Item Description	UofM	Engineer Estimate		AQUALIS		Speedy Clean Drain & Sewer		Musson Bros. Inc.	
					Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price
N-24 BASE BID							\$0.00	\$172,575.55		\$175,475.00		\$318,900.00
	1	1	Brewster St	each	1		\$3,260.00	\$3,260.00	\$3,925.00	\$3,925.00	\$8,000.00	\$8,000.00
	2	2	Drew St	each	1		\$2,987.50	\$2,987.50	\$6,690.00	\$6,690.00	\$8,300.00	\$8,300.00
	3	3	Durkee St	each	1		\$7,820.40	\$7,820.40	\$13,200.00	\$13,200.00	\$17,500.00	\$17,500.00
	4	4	Alton St	each	1		\$4,935.00	\$4,935.00	\$4,470.00	\$4,470.00	\$9,500.00	\$9,500.00
	5	5	Kamps Av	each	1		\$3,512.25	\$3,512.25	\$2,640.00	\$2,640.00	\$6,000.00	\$6,000.00
	6	6	Ravina Pl	each	1		\$4,935.00	\$4,935.00	\$5,215.00	\$5,215.00	\$13,000.00	\$13,000.00
	7	7	Viola St	each	1		\$3,407.25	\$3,407.25	\$4,150.00	\$4,150.00	\$6,000.00	\$6,000.00
	8	8	Superior St	each	1		\$6,342.50	\$6,342.50	\$3,880.00	\$3,880.00	\$6,000.00	\$6,000.00
	9	9	Erb St	each	1		\$6,288.75	\$6,288.75	\$4,510.00	\$4,510.00	\$9,000.00	\$9,000.00
	10	10	Walden Av	each	1		\$6,342.50	\$6,342.50	\$4,510.00	\$4,510.00	\$5,900.00	\$5,900.00
	11	11	Grant St	each	1		\$6,342.50	\$6,342.50	\$4,510.00	\$4,510.00	\$5,900.00	\$5,900.00
	12	12	Marquette St	each	1		\$7,333.50	\$7,333.50	\$5,095.00	\$5,095.00	\$11,000.00	\$11,000.00
	13	13	Oneida St	each	1		\$7,123.50	\$7,123.50	\$5,140.00	\$5,140.00	\$11,000.00	\$11,000.00
	14	14	Lincoln St	each	1		\$7,350.00	\$7,350.00	\$4,250.00	\$4,250.00	\$9,000.00	\$9,000.00
	15	15	Newberry St	each	1		\$1,015.00	\$1,015.00	\$3,880.00	\$3,880.00	\$3,500.00	\$3,500.00
	16	16	Appleton St	each	1		\$1,015.00	\$1,015.00	\$3,880.00	\$3,880.00	\$3,500.00	\$3,500.00
	17	17	Greenfield St	each	1		\$1,015.00	\$1,015.00	\$3,880.00	\$3,880.00	\$3,500.00	\$3,500.00
	18	18	Eighth St	each	1		\$1,015.00	\$1,015.00	\$3,880.00	\$3,880.00	\$3,500.00	\$3,500.00
	19	19	Wilson Av	each	1		\$1,015.00	\$1,015.00	\$3,880.00	\$3,880.00	\$3,500.00	\$3,500.00
	20	20	Robinscrest Ct	each	1		\$900.00	\$900.00	\$870.00	\$870.00	\$3,500.00	\$3,500.00
	21	21	Division St	each	1		\$1,015.00	\$1,015.00	\$2,640.00	\$2,640.00	\$6,200.00	\$6,200.00
	22	22	Erb St	each	1		\$1,849.75	\$1,849.75	\$4,880.00	\$4,880.00	\$3,500.00	\$3,500.00
	23	23	Linnwood Av	each	1		\$2,059.75	\$2,059.75	\$4,680.00	\$4,680.00	\$3,500.00	\$3,500.00
	24	24	Byrd St	each	1		\$1,044.75	\$1,044.75	\$810.00	\$810.00	\$2,000.00	\$2,000.00
	25	25	Lawrence St	each	1		\$1,044.75	\$1,044.75	\$810.00	\$810.00	\$4,000.00	\$4,000.00
	26	26	Summer St	each	1		\$2,275.00	\$2,275.00	\$630.00	\$630.00	\$2,200.00	\$2,200.00
	27	27	Fritz Ct	each	1		\$2,275.00	\$2,275.00	\$630.00	\$630.00	\$2,200.00	\$2,200.00
	28	28	Linnwood Av	each	1		\$2,275.00	\$2,275.00	\$630.00	\$630.00	\$2,200.00	\$2,200.00
	29	29	Linnwood Av	each	1		\$4,425.00	\$4,425.00	\$1,260.00	\$1,260.00	\$4,200.00	\$4,200.00
	30	30	Linnwood Av	each	1		\$923.50	\$923.50	\$315.00	\$315.00	\$1,300.00	\$1,300.00
	31	31	Kernan Av	each	1		\$923.50	\$923.50	\$630.00	\$630.00	\$4,800.00	\$4,800.00
	32	32	South River St	each	1		\$923.50	\$923.50	\$630.00	\$630.00	\$3,800.00	\$3,800.00
	33	33	Eisenhower Dr	each	1		\$1,180.00	\$1,180.00	\$1,260.00	\$1,260.00	\$3,300.00	\$3,300.00
	34	34	Providence Av	each	1		\$3,025.00	\$3,025.00	\$3,345.00	\$3,345.00	\$7,300.00	\$7,300.00
	35	35	Providence Av	each	1		\$5,365.00	\$5,365.00	\$8,920.00	\$8,920.00	\$6,500.00	\$6,500.00
	36	36	Providence Av	each	1		\$5,365.00	\$5,365.00	\$6,690.00	\$6,690.00	\$6,500.00	\$6,500.00
	37	37	Walden Av	each	1		\$7,406.90	\$7,406.90	\$9,675.00	\$9,675.00	\$19,500.00	\$19,500.00
	38	38	Greenleaf Dr	each	1		\$5,065.00	\$5,065.00	\$8,920.00	\$8,920.00	\$7,500.00	\$7,500.00
	39	39	Highland Av	each	1		\$3,025.00	\$3,025.00	\$3,345.00	\$3,345.00	\$5,300.00	\$5,300.00
	40	40	Bluetopaz Dr	each	1		\$7,226.00	\$7,226.00	\$1,890.00	\$1,890.00	\$6,500.00	\$6,500.00
	41	41	Newberry St	each	1		\$2,687.50	\$2,687.50	\$630.00	\$630.00	\$4,500.00	\$4,500.00
	42	42	Newberry St	each	1		\$1,180.00	\$1,180.00	\$810.00	\$810.00	\$6,300.00	\$6,300.00
	43	43	Linnwood Av	each	1		\$1,327.50	\$1,327.50	\$1,620.00	\$1,620.00	\$6,000.00	\$6,000.00
	44	44	Linnwood Av	each	1		\$1,475.00	\$1,475.00	\$1,620.00	\$1,620.00	\$6,300.00	\$6,300.00
	45	45	Linnwood Av	each	1		\$1,180.00	\$1,180.00	\$1,260.00	\$1,260.00	\$8,400.00	\$8,400.00
	46	46	Pintail Pl	each	1		\$2,625.00	\$2,625.00	\$315.00	\$315.00	\$1,400.00	\$1,400.00
	47	47	Fuji Ct	each	1		\$2,687.50	\$2,687.50	\$630.00	\$630.00	\$3,200.00	\$3,200.00
	48	48	Braeburn Dr	each	1		\$3,190.00	\$3,190.00	\$4,095.00	\$4,095.00	\$6,400.00	\$6,400.00
	49	49	Joint Sealing Grout	gallons	300		\$15.50	\$4,650.00	\$0.00	\$0.00	\$25.00	\$7,500.00
	50	50	Extra Hours	each	30		\$297.50	\$8,925.00	\$315.00	\$9,450.00	\$650.00	\$19,500.00
Base Bid Total:							\$0.00	\$172,575.55		\$175,475.00		\$318,900.00



DEPARTMENT OF
**PUBLIC
WORKS**

MEMORANDUM

Date: December 10, 2024

To: Utility Committee

From: Laura Jungwirth, Director of Public Works
Pete Neuberger, Deputy Director of Public Works/City Engineer

Subject: Amend K-24 Native Vegetation Contract (K-24) with Robert E. Lee & Associates, Inc. dba NES Ecological Services by an increase of \$15,000, from \$192,345.12 to a new amount not to exceed \$207,345.12.

The Department of Public Works requests amending the K-24 Native Vegetation Contract (K-24) with Robert E. Lee & Associates, Inc. dba NES Ecological Services by an increase of \$15,000, from \$192,345.12 to a new amount not to exceed \$207,345.12. Funding for work under this contract is provided by remaining 2024 funds in the 5230 account Stormwater Capital Construction budget.

The Department of Public Works is requesting \$15,000 of additional funding for the 2024 Native Vegetation Contract to provide additional expertise, review, and support for the proposed Thrivent Development and related proposed changes to the City of Appleton owned Ballard Pond.

To keep this development project moving forward in a timely manner, staff recommends amending the 2024 Native Vegetation contract to allow for the additional services.



DEPARTMENT OF
UTILITIES

Department of Utilities
Wastewater Treatment Plant
2006 East Newberry Street
Appleton, WI 54915
p: 920-832-5945
f: 920-832-5949

www.appleton.org/government/utilities

MEMORANDUM

Date: November 20, 2024
To: Chairperson Vered Meltzer and Members of the Utilities Committee
From: Chris Stempa, Utilities Director
CC: Ryan Rice, Utilities Deputy Director
Kelli Rindt, Enterprise Fund Accounting Manager
Subject: **Action: Approve Contract Amendment #2 to McMahon as part of the Wastewater Treatment Plant Grit Removal, Blended Sludge Piping and Heat Exchanger Replacement Project for additional design and construction management services in the amount of \$18,900**

BACKGROUND:

On April 5, 2023, Common Council approved a professional engineering service contract for the Appleton Wastewater Treatment Plant (AWWTP) Grit Removal, Blended Sludge Piping, and Heat Exchanger Replacement Project to McMahon in the amount of \$85,300 with 15% contingency of \$12,795 for a project total not to exceed \$98,095.

Amendment #1, fully executed in May 2023, included costs for field measuring the Raw Sludge Pump room and provide record drawings. These drawings did not previously exist dating back to 1990's upgrade project.

McMahon was asked to provide a proposal for additional services not identified within the current contract scope following equipment failures within process operations enveloped by the current project. The scope of services outlined as Amendment #2 is outlined in the below.

PROPOSAL

The proposed scope of services provided by McMahon outlined as Amendment #2 is summarized below.

1. Provide engineering drawings for the demolition of unused sludge transfer pump and associated piping at entrance to MK Tunnel.
2. Provide engineering drawings for the digester feed pumps. Develop specifications for new digester feed pump AC motors and variable frequency drives (VFD's) at new location in MK Tunnel.
 - a. Provide one-line and electrical elementary diagrams for the new VFD's.
 - b. Coordinate control requirements and installation with Owner specified

Integrator.

- c. Specify new drive pulleys/sheaves so the new drive maintains the same maximum pump speed.
3. Specify electrical disconnects for the two (2) raw sludge blend tank recirculation pumps in MK Tunnel
4. Depict the demolition of existing pneumatic hot water blend valves and provide new electric actuated hot water blend valves for the MK Tunnel pre-heat heat exchanger and the lower-level primary digester heat exchangers.
 - a. Demolition to include demolition of pneumatic tubing to existing blend valves.
 - b. Provide elementary drawing for the new blend valves.
 - c. Coordinate control requirements and installation with Owner specified Integrator.
5. Design booster pump and pneumatic tank to boost the pressure of the seal water for the digester recirculation pump in the lower level of K Building.
 - a. Develop specifications for the pump and expansion tank.
 - b. Provide mechanical layout drawing, develop P&ID, and produce field connection diagrams for the system.
 - c. Develop one-line diagram (or other means) to source power for the new pump.
 - d. Coordinate control requirements and installation with Owner specified Integrator.

SUMMARY

The cost of additional engineering design and construction management services outlined Contract Amendment #2 totals \$18,900. This amendment would result in the decrease to contingency from \$12,795 to \$0. The \$6,100 balance would be funded by remaining CIP project funds (\$305,153) resulting in the overall contract being increased from \$87,300 to \$106,200

If you have any questions regarding Amendment #2, please contact Chris Stempa at ph: 832-5945.



DEPARTMENT OF
UTILITIES

Department of Utilities
Water Treatment Facility
2281 Manitowoc Road.
Menasha, WI 54952
p:920-997-4200

www.appleton.org/government/utilities

MEMORANDUM

Date: December 13, 2024
To: Chairperson Vered Meltzer
CC: Ryan Rice, Deputy Director of Utilities
John Pogrant, Water Treatment Facility Operations Supervisor
Kelli Rindt, Enterprise Accounting Fund Manager
From: Chris Stempa, Director of Utilities
Subject: **Utilities Committee Action: Approval of an Engineering Services contract for the North and Ridgeway Tower Coating Projects to Dixon Engineering, Inc. in the amount of \$129,390 plus a 7.5% contingency of \$9,704 for a total cost of \$139,094**

BACKGROUND:

The Appleton Water Utility includes seven elevated storage structures (towers, standpipes, and reservoirs) within the City of Appleton distribution system. These structures are required by the Wisconsin Department of Natural Resources to be cleaned and inspected at least every five years. The interior and exterior paint coatings must be repaired or wholesale repainted as necessary to maintain structural integrity. Typically, the lifespan of a coating system is 15 years without requiring some level of maintenance. The inspections completed at the North Tower and Ridgeway Tower in 2020 revealed evidence of coating system failure. At that time, only spot repairs were made given the overall coating system condition. However, the recommendation was given to plan for a complete interior and/or exterior recoating project in 2025.

The Appleton Water Utility allocated a total of \$1.75 million dollars in the 2025 budget for the repainting of these tower sites (engineering services and coating contractor).

PROPOSAL EVALUATION

Invitations for professional services proposals were sent to three qualified engineering firms, Dixon Engineering, Inc., McMahon Associates, Inc., and Strand Associates, Inc. These firms were selected for their project familiarity and project team members that have a history of similar water industry project work and a history with the Appleton Water Utility elevated storage sites.

An evaluation team completed their review of proposals and scored according to the results in the table below.

COMPANY	QUOTE	SCORE	VALUE (\$/Pt)
Dixon Engineering, Inc.	\$129,390	176	735
McMahon Associates, Inc.	\$99,600	95	1,048
Strand Associates	\$156,900	179	877

Note: The lowest price per point is considered the best value proposal

The proposal review team evaluation process occurs first and is independent of costs being disclosed. The sealed fees are opened after the team members scores are consolidated. The intent is to identify the best value proposal by analyzing the qualitative aspects of proposals in relation to price, without establishing price as a stand-alone, weighted criterion. This method simply divides each proposer's price by the qualitative score they earned to arrive at a "price per point." The lowest price per point is considered the best value proposal.

Of the submitted proposals, the evaluation team had scored Strand Associates the highest but only a three-point delta existed between them in the next firm, Dixon. Dixon's proposal was determined to provide the services required to deliver a successful project at the best overall best value based on the criteria previously outlined. Dixon has provided coating inspection services in the past at the Ridgeway and North Tower sites including within the Appleton Water Treatment Facility as part of the steel structure recoating work on the Accelerator Solid Contact Clarifier/Softeners.

RECOMMENDATION

Approval of an Engineering Services contract for the North and Ridgeway Tower Coating Projects to Dixon Engineering, Inc. in the amount of \$129,390 plus a 7.5% contingency of \$9,704 for a total cost of \$139,094.

If you have any questions regarding this project, please contact Chris Stempa at ph: 832-5945.



CITY OF APPLETON

MEMORANDUM

Date: December 4, 2024

To: Chairperson Jones, Members of the Human Resources/Information Technology Committee, and Appleton Common Council Members

From: Jay Ratchman, Human Resources Director

Subject: Deputy Director Human Resources Over Hire Request

Our current Deputy Director Human Resources, Kim Kamp, has announced her planned retirement, effective March 10, 2025. This position is critical to our department in the areas of supervision, compliance, compensation administration, and employee relations.

I am requesting your authorization to over hire the position of Deputy Director Human Resources for up to four weeks. This proactive approach will ensure a seamless transition of responsibilities and continued operational efficiency.

To address this upcoming vacancy effectively, I propose hiring a replacement before the incumbent departs. This over hire would allow for:

- 1. Knowledge Transfer and Training:**
A transitional overlap will provide the incoming hire sufficient time to shadow the outgoing employee, ensuring the transfer of institutional knowledge, skills, and processes critical to the role.
- 2. Continuity of Operations:**
Avoiding a staffing gap in this role will help maintain uninterrupted service delivery and ensure ongoing projects or responsibilities are not delayed.
- 3. Recruitment and Onboarding Efficiencies:**
Securing a new hire in advance will enable proper onboarding, minimizing potential disruptions caused by a rushed hiring process.

We posted this upcoming vacancy starting on December 2, 2024, with an application deadline date of December 15, 2024. Our anticipated start date for the new Deputy Director Human Resources is February 10, 2025. Costs associated with this over hire are anticipated to be \$11,254 (this includes salary and fringe benefits). This additional cost will be taken from vacant salary dollars that have been budgeted for.

Thank you for considering this important request.



CITY OF APPLETON

MEMORANDUM

Date: December 4, 2024

To: Chairperson Jones, Members of the Human Resources/Information Technology Committee, and Appleton Common Council Members

From: Jay Ratchman, Human Resources Director

Subject: City of Appleton Strategic Guide Facilitation Services

Following the completion of the Request for Proposal (RFP) process, we have carefully evaluated the submissions from several qualified firms to lead the strategic planning process for City of Appleton. Based on a thorough review, we are recommending CP2 Consulting to facilitate this critical initiative.

The RFP process was conducted in accordance with established guidelines, ensuring transparency and fairness. Proposals were assessed against the following criteria:

1. **Experience and Qualifications:** Demonstrated success in strategic planning for organizations similar to ours.
2. **Proposed Approach:** A clear, customized methodology that aligned with our goals and challenges.
3. **Cost and Value:** Alignment with budgetary constraints while offering maximum value.
4. **References:** Strong endorsements from previous clients.

The selection committee reviewed proposals and interviews were held with finalist.

The cost bid from CP2 is \$44,200, with a travel allowance of up to \$5,000 (the average cost for bids received were \$63,300, with an average travel allowance up to \$6,250). Funding of \$45,000 from existing ARPA funds were designated and approved for this project by the Common Council on August 21, 2024. We believe the total costs, with travel, for this project can be managed within the total funded amount approved by the Common Council. If not, we will use existing funds from the organizational development budget.

If approved, we look to engage CP2 right away. The timeline and additional details can be found in the enclosed proposal.

Thank you for your consideration for this request.

City of Appleton

Proposal for Comprehensive Strategic Guide Services



November 2024

Prepared by: CP2 Consulting

November 1, 2024

Melody Lewis, Staff Development & Training Coordinator
Vanessa Calder
City of Appleton, WI

RE: Comprehensive Strategic Guide Proposal

Dear Melody Lewis and Vanessa Calder,

CP2 Consulting is pleased to submit our proposal to assist the City with Strategic Guide Facilitation services. The following approach/framework specifically addresses the organization's desired outcomes as we understand them. The following proposal outlines how CP2 Consulting can address the following needs:

- Review internal and external data sources and supplement data with additional information including interviews and focus groups to develop a comprehensive understanding of the operating environment;
- Facilitate the development of the organization's persona, mission, vision, and values to set organizational priorities and the City's overall strategic direction with the City Leadership Team;
- Facilitate a strategic guide workshop, including SWOT analysis, with the City's Leadership Team to develop short-term and long-term organizational goals that can be monitored;
- Facilitate an implementation strategy to deliver progress reports on organizational goals and initiatives;
- Provide a final summary report of the strategic guide process and outcomes.

As the attached proposal reflects, we have considerable experience facilitating strategic guide/planning and implementation process like the one envisioned for City of Appleton. CP2 Consulting specializes in serving public sector clients. I will be the one of two consultants for this project, and my career has been focused on roles either in local government or nonprofits, including as the former Executive Director of the Wisconsin City County Management Association. My Master of Public Administration (MPA) degree includes a specialization in public leadership and strategic management, and I hold a certification in Strategic Planning endorsed by George Washington University and the Baldrige Foundation. Winnie Frankel, who will also be working on this project, has a Master of Social Work (MSW) degree, a Clinical License (LCSW,) as well as a bachelor's degree in organizational communication and political science. Her career has focused on facilitating understanding and organizational consensus in public, professional, and academic settings. The CP2 Consulting team has a long-standing commitment to strategic thinking, cultivating leadership, transparent practices, and measurable results.

Thank you for the opportunity to provide these services to the City of Appleton.

Sincerely,



Cory Poris Plasch, President/CEO
CP2 Consulting, Inc.

Project Approach

Strategic planning, at its core, is establishing a clear direction forward for the organization in alignment with its mission and core values.

The CP2 Consulting strategic planning methodology is based upon leading practices in strategic planning, refined and continually updated based upon industry trends and knowledge gained through client engagements. Organizational culture is a key component in meeting strategic goals, and we employ and promote strategies to create a Learning Culture, where growth, curiosity and authenticity prevail. Our methodology is comprehensive and thorough, while remaining flexible enough to meet the specific needs of our clients.

In the following proposal, CP2 Consulting recommends a multi-phased, participative format to engage City leadership and staff to shape the desired future direction of the City.

Phase 1: Strategic Guide Development

Phase 1A: Project Launch

This phase involves project start-up activities, including:

1. Project review meetings with key City project staff to confirm the scope of work and expected outcomes;
2. Provide an overview of the strategic planning/strategic guide process;
3. Review history and current fit of mission, vision and values of the organization and determine the extent of needed adjustments;
4. Identify and confirm internal stakeholder involvement and the overall environmental scanning process elements; and,
5. Discuss current organizational culture.

The purpose of this phase is to confirm the overall project scope and intended outcomes and make any necessary refinement to the project guide and budget.

Phase 1B: Stakeholder Engagement

Stakeholder engagement is a key component of the strategic planning effort as it allows you to understand your organization from a variety of perspectives.

- Internal stakeholders—refers to individuals or groups who are within the organization by virtue of being elected to or employed/appointed by the organization, including employees at all levels. Internal stakeholders are essential to successful implementation of the strategic plan and their input should be considered and incorporated into the strategic planning process.
- External stakeholders—refers to individuals or groups who are outside the organization but are impacted by the actions of the organization and the quality of life in the community. These include, but are not limited to, businesses, neighborhoods, residents of all ages, historically underrepresented populations, special interest groups, and other taxing jurisdictions.

There are two avenues proposed for collecting original stakeholder feedback specific to this project, including:

- **Invitational Focus groups.** These groups are facilitated by the consulting team with groups identified and invited by the client. The sessions run approximately 90 minutes and consist of ten to 12 individuals from each of the selected stakeholder groups. Groups can be either internal or external stakeholders. While some information may be gathered during the Comprehensive Plan data collection process, it is often helpful to have a more thorough understanding of internal operations and strategic opportunities for the organization through dedicated employee focus groups. Additionally, direct stakeholder engagement helps to build buy-in for the strategic guide process, an important consideration for successful implementation. *For this project, at least three focus groups are recommended, two consisting of city staff in front line positions and another consisting of supervisors and middle management.*

- **Measure Gallery.** See Phase 1D below.

It is anticipated that the majority of the external stakeholder data will come from existing sources and the data being generated through the Comprehensive Plan process.

Both proposed stakeholder engagement activities include:

1. Discussion and finalization of methods to be used (e.g., focus groups – number and types, audience for Measure Gallery, etc.).
2. Facilitation of the process with selected approaches.
3. Summarization and presentation of results derived from the raw data.

It is the responsibility of the City to secure any facilities or meeting rooms as well as coordinate invites needed for stakeholder engagement. The City will coordinate with CP2 Consulting for room arrangements/set-up, participant list, and refreshments for all workshops and project sessions. The City should check with its legal counsel to make sure all meeting postings are consistent with any open meetings act procedures. The City is responsible for reviewing and securing facilities including technology or equipment, supplies and/or other ancillary logistical items, as well as refreshments and any associated costs.

Phase 1C: Understanding the Operating Environment

The introductory step in the strategic planning process is to understand the operating environment. In addition to the stakeholder data in Phase 1B above, this is accomplished in the following four ways: (1) an Environmental Scan; (2) an Organizational Profile; and (3) interviews with members of the City Leadership Team; and (4) a SWOT (Strengths, Weaknesses, Opportunities, Threats) analysis.

- **Conduct Environmental Scan**
An environmental scan is a thoughtful analysis and evaluation of the strategic environment facing the organization. Environmental factors affecting the organization's operative environment should be reviewed, including financial and economic conditions, demographics, political and intergovernmental relations, citizen and stakeholder issues, technology changes, environmental sustainability, and the regulatory environment. This will be generated by the consultant with guidance from the staff.

- **Develop Organizational Profile**
An organizational profile is a snapshot of your organization, the key influences on how it operates and the key challenges it faces. Information regarding organizational structure, work processes, staff capacity and capabilities, and the strategic environment are included. Employee focus group data can help inform the

organizational profile along with employee surveys and other internal documents. This will be generated by the consultant with guidance from the staff.

➤ Interviews

Interviews with members of the City Leadership Team will be conducted to introduce the consultant(s) and acquire the perspective of the senior leadership regarding the current environment, challenges, and issues.

➤ SWOT Analysis

A SWOT questionnaire is administered in advance of the strategic planning retreat to all strategic planning participants. This provides a leadership perspective on the current internal and external environments. The SWOT is administered by the consultant to ensure anonymity; candor by participants is encouraged to uncover and understand strategic issues. The data generated is used at the strategic planning sessions.

Phase 1D: Strategic Guide Workshops

Strategic Guide Session #1- Review Stakeholder Feedback, Environmental Scan, and Organizational Profile

This session is dedicated to reviewing the results of the stakeholder feedback, the environmental scan, and the organizational profile. The consultants will present focus group results, the organizational profile and environmental scan. The session concludes with a facilitated discussion amongst City Leadership Team regarding issues raised. (This session is typically 60 to 90 minutes in length.)

Strategic Guide Session #2 Executive Team Retreat – Facilitate Strategic Discussion, Mission, and Vision Review, and Strategic Goal Development

This session focuses on reviewing or confirming organizational purpose, examining the operating environment, and establishing strategic goals. The impact of organizational culture will be discussed via a facilitated conversation. The current mission, vision, and values will be reviewed and updated as appropriate. A facilitated process is held to generate a list of organizational challenges and a resulting set of strategic goals. The group's effort will be informed by the results of the information generated by the scan, profile, and results of the SWOT questionnaire. (This session is typically 3-4 hours)

Strategic Guide Session #3 –Establish Outcomes, Key Indicators, Targets

This session is dedicated to defining a set of outcomes, key performance indicators, and targets to measure progress towards the strategic goals established in Session #2. Measures are established with the priority of establishing clear alignment between all measures, resulting in buy-in through all levels of the organization. This session should include a comprehensive cross-section of departmental leadership as their subject matter expertise may be necessary to precisely identify key performance indicators and performance targets. (This session is typically 3-4 hours.)

Measure Gallery

Generally, an organization's staff from various job functions and management or non-management levels within the organization will implement a strategic guide and track progress on performance indicators. Performance measures should be reviewed by these internal stakeholders, as well as any desired external stakeholders, to evaluate the identified performance indicators and suggest any modifications that may better track progress. A Measure Gallery provides the opportunity to provide this feedback and build buy-in about the process and the validity of the measures. During this open house, information about strategic guide goals, outcomes, and key performance indicators will be displayed around a large conference room or other space. Post-its will be available to provide input on key performance indicators and performance targets, including recommendations for refining measurements and suggestions for implementation. *For this project, a Measure Gallery for staff is*

recommended to be held in at least two locations (City Hall and Public Works or other location) and during two time blocks convenient for staff working any shift. Recommended time blocks include 7:00-9:00 am and 2:00-4:30 pm to best accommodate employees from throughout the organization. A Measure Gallery can also be held as an open house for external stakeholders to provide feedback before finalizing performance measures.

Strategic Guide Session #4 –Finalize Outcomes, Key Indicators, Targets

This session is dedicated to finalizing outcomes, key performance indicators, and targets to measure progress towards the strategic goals by incorporating the feedback from the Measure Gallery. Measures are confirmed by the City Leadership Team and final Indicator and Target data sources are determined. (This session is typically 2-2.5 hours.)

Phase 2: Implementation Strategy and Plan

Achieving strategic goals can be a daunting challenge unless deadlines and accountability measures are put into place. As a result, CP2 Consulting in collaboration with the City will focus on building buy-in throughout the organization. CP2 Consulting will also work to develop an implementation strategy that clearly demonstrates how employees throughout the organization play a role in breathing life into the strategic goals and overall strategic plan that is intended to guide the community forward over the next 3-5 years.

CP2 Consulting will work with the City to assemble an Implementation Team, representing staff from multiple levels and job functions throughout the organization. The Implementation Plan development process aligns efforts to ensure that every department works together in a complementary fashion as they achieve measurable progress towards common goals. We will discuss resources for tracking progress using systems ranging from spreadsheets to software, depending on your organizational preference.

Strategic Plan Implementation Session #1—Develop Strategic Initiatives/Project Plans

This session is conducted with the Implementation Team and focuses on cascading the strategic plan throughout the organization through the development of initiatives and project plans. Project plans will be developed to include milestones to measure progress on initiatives, providing accountability. Options to manage the Strategic Plan progress, including internal tracking or using external software, will be determined with the leadership team. A Strategic Guide Final Report that includes an Executive Summary will be submitted once initiatives are established. (This session is generally 3 hours)

Strategic Plan Implementation Session #2 - Project Plan refinement and Budget integration

This session is conducted with the Implementation Team and focuses on further cascading of the strategic plan throughout the organization to achieve integration of effort across service areas. It includes development of the workplan, including deadlines and task responsibilities. Fiscal impacts will be further assessed, and resource allocation needs aligned across the planning lifecycle. (This session is generally 3 hours)

Strategic Plan Implementation Session #3 - Project Plan final alignment and Communications Plan

This session is conducted with the Implementation Team and focuses on finalizing the timing of the action steps in the workplan, fully aligning deadlines and task responsibilities across the Strategic Guide. Best practices for a Communication Plan to roll out both the Strategic Guide and the Implementation Plan to the full organization will be discussed. (This session is generally 3 hours)

Quarterly Check-ins

Three sessions are conducted remotely with the Implementation Team to discuss progress on strategic goals and building of organizational culture. The sessions are generally 30-60 minutes, conducted remotely via Zoom with the Implementation Team and focus on sharing successes and finding solutions for obstacles. Progress on both Strategic Plan Implementation and the development of a Learning Culture will be discussed.

Statement of Qualifications

Firm Overview

CP2 Consulting is a woman-owned strategic planning and organizational development company that works with local governments to create and implement strategic plans that achieve measurable outcomes. Our company provides data-based solutions that enable organizations to actively engage stakeholders, define future outcomes with significant impact and implement result-oriented strategies to meet those goals. We incorporate leading performance management practices to help our clients measure and analyze performance data and implement strategies to achieve results with considerable impact.

CP2 Consulting was founded in 2021 by Cory Poris Plasch, an experienced local government and 501(c)3 nonprofit leader passionate about helping the public sector and nonprofits achieve significant impact and results. Since 2015 she has worked with municipalities in numerous states, assisting them in stakeholder engagement, developing measurable and impactful strategic plans, and designing implementation plans that inspire the entire organization. CP2 Consulting works primarily with clients in Wisconsin, Illinois, Tennessee, and Iowa. Current Wisconsin clients include Burlington, Mukwonago, Shorewood Hills, and Franklin

Project Members

Cory Poris Plasch, MPA, President/CEO of CP2 Consulting. Cory has served in variety of leadership positions in the public and private sector including Executive Director of the Wisconsin City/County Management Association, Membership Director for the Alliance for Innovation, and most recently as Vice President of Strategic Development at POLCO. Her local government experience ranges from 911 Dispatcher to the City Manager's Office in several communities. She speaks across the country on topics including the use of data, implementation of strategic plans, engaging hard-to-reach populations, and innovation in local government. She has a master's degree in public administration from Northern Illinois University and a certification in strategic planning from George Washington University. She has been assisting local governments with stakeholder engagement, developing performance measures, and establishing a learning culture since 2015.

Cory will be the lead for this project, overseeing all phases of the project. She will be the lead facilitator for Strategic Guide Workshop Sessions #2-4, and will co-lead Session #1 and Phase 2.

Cory can be reached at:

Office: 262-362-8841

Cell: 630-476-0763

Email: cory@cp2-consulting.com

Wilyna (Winnie) Frankel, LCSW, Senior Manager, Training and Stakeholder Engagement. With over 20 years of professional experience in leadership and communication, Winnie is an adept facilitator. She has extensive experience working as a liaison between residents, elected officials, and city staff. She specializes in the collaborative process necessary to engage stakeholders in meaningful and productive discussions. She has a bachelor's degree in organizational communication and political science, and a master's degree in social work. Over the last ten years, Winnie has worked in a variety of settings including as a school social worker and

coordinating public relations for a State Representative and has served on the Strategic Planning Advisory Committee for the City of Geneva, IL since 2018, most recently as Committee Chair.

Winnie will be the lead for Phase 1B, the majority of Phase 1C and the Measure Gallery. She will co-lead Session #1 and Phase 2.

Winnie can be reached at:

Work Cell: 630-360-1706

Email: winnie@cp2-consulting.com

References

CP2 Consulting has worked with numerous clients on strategic plans, and strategic plan implementation. References include:

Matt Harline, Village Manager, Villa Park, IL

E-mail: mharline@invillapark.com Phone: 630-592-6052 (O)

Villa Park, IL had struggled with lack of specific performance indicators and clear outcomes in past strategic plans, impacting their ability to implement their plan successfully. The plan is already producing tangible results, informing decisions about the upcoming budget and helping the Village understand what data they need to better understand in order to meet strategic plan goals. (case study and adopted strategic plan attached)

Anna Christopherson, Assistant City Manager, Whitefish Bay, WI

E-mail: A.Christopherson@wfbvillage.gov Phone: 414-962-6690 (O)

Whitefish Bay, WI was new to the strategic planning process, but with a highly educated community that desired better understanding of their local government, they enlisted CP2 Consulting to draft their first plan. Despite their Village Manager leaving during the stakeholder engagement portion of the process, the strategic plan continued, providing a road map of priorities for the community into the future. (adopted strategic plan attached)

Phil Kiraly, Village Manager, Glencoe, IL

E-mail: pkiraly@villageofglencoe.org Phone: 847-461-1101 (O)

Glencoe, IL is a high-performing local government that adopted an ambitious strategic plan in FY 2019. With their team over-extended, they desired a right-sized strategic plan with a clear implementation strategy to ensure successful accomplishment of the Village's long-term goals. (case study and draft strategic plan attached. Strategic plan has been reviewed by the Board and is anticipated to be adopted at the November 21st meeting)

Schedule

The strategic planning meeting activities and workshops will be held on dates that are mutually convenient for both the City’s participants and CP2 Consulting. The completion date will be dependent on the timing and sequence of the various planning components and leadership workshops. The following is a sample timeline for the recommended multi-phased approach:

Sample Project Plan

STEP	POTENTIAL DATES*	ACTIVITIES	Anticipated Hours^
Project Initiation	December 1st	Project planning, meeting(s) with key project staff	6
Development of Environmental Scan, Organizational Profile	December 1 st – January 3 rd	Review and analysis of data; draft Environmental Scan, Organizational Profile	40
Stakeholder Engagement	December 15 th	Focus Group session preparation, execution and follow up	18
Data review, preparation	January 3 rd – 10 th	Synthesis of data; focus group report; presentation preparation	24
Strategic Planning Session #1	January 14 th	Review Focus Group Feedback, Environmental Scan, Organizational Profile, Meeting preparation and follow up	8
SWOT Survey and Interviews	January 15 th -24 th	SWOT survey, interviews with City Leadership Team	10
Strategic Guide Session #2- Executive Team Retreat	January 25 th	Meeting preparation, Strategic Guide session including review and updating of mission, vision, and values as appropriate, determine Goals	12
Strategic Guide Session #3	February 5 th	Meeting preparation, Strategic Guide session including Establish Outcomes, Key Indicators, Targets	12
Measure Gallery	February 20 th	Open house preparation, facilitation with City Leadership Team staff, and follow up	14
Strategic Guide Session #4	February 28 th	Meeting preparation, session to finalize Outcomes, Key Indicators and Targets	12
Strategy Implementation Session #1	March 12 th	Meeting preparation, Management & staff session, Initiatives, action plans, performance management	12
Summary Report including Executive Summary	March 31 st	Professionally designed report submitted for client review	20
Strategy Implementation Session #2	April 9 th	Meeting preparation, Project Plan refinement, Budget integration	12
Strategy Implementation Session #3	April 30 th	Meeting preparation, Project Plan final alignment, Communications Plan	12

STEP	POTENTIAL DATES*	ACTIVITIES	Anticipated Hours^
Quarterly Check-Ins	July, October, January	Meeting preparation, Consultant-client review, strategy session, follow up.	9

^Hours include all planning, preparation, execution, and follow-up from activities.

**Dates to be confirmed after initial project meeting between the City project staff and CP2 Consulting*

Budget

Breakdown of Costs

Rates: Cory \$225/hour Winnie \$175/hr Blended rate: \$200/hr

The fee for this project (not including stakeholder engagement) is: **\$44,200**

(221 hours at a blended rate of \$200 per hour)

Travel (to include all mileage, lodging, etc. not to exceed) \$5,000

Total not to exceed: \$49,200

Payments shall occur according to the following schedule:

1. Twenty-five percent (25%), upon execution of the agreement.
2. Twenty-five percent (25%) 60 days after the execution of the agreement
3. Twenty-five percent (25%) 90 days after the execution of the agreement
4. Twenty-five percent (25%) upon submittal of final report
5. Payments shall be made upon receipt of invoice

**2025 INTERMUNICIPAL AGREEMENT PURSUANT TO WIS. STAT. § 66.0301
BETWEEN THE CITY OF APPLETON AND OUTAGAMIE COUNTY
TO PROVIDE FOR COST SHARING OF TRANSIT SERVICES FOR ELDERLY AND DISABLED INDIVIDUALS**

I. THE PARTIES

City of Appleton, a Wisconsin municipal corporation, doing business at 100 North Appleton Street, Appleton, Wisconsin 54911-4799 ("Appleton").

Outagamie County, a Wisconsin municipal corporation, doing business at 320 South Walnut Street, Appleton, Wisconsin 54911 ("County").

Together, the municipalities may be jointly referred to as "the Parties".

II. THE RECITALS

WHEREAS, the Americans with Disabilities Act ("ADA"), has resulted in an increase in trips provided by the City's wholly owned transit service, Valley Transit, for individuals covered by the Act; and

WHEREAS, the County and the City, in furtherance of the goals fostered by the ADA, wish to coordinate service to offset the increase in costs; and

WHEREAS, the County provides transportation services for clients of the Outagamie County Department of Human Services requiring transport to sites of client service; and

WHEREAS, it has been determined to be beneficial to Valley Transit and County to have the City, via Valley Transit assume the responsibility for the payment of all urban and rural specialized transportation service routes; and

WHEREAS, Section 66.0301, Wisconsin Statutes, provides a means by which municipalities may agree to share the cost of mutually beneficial services; and

WHEREAS, the City is the owner of Valley Transit and assumes responsibility for and direction of its operations; and

WHEREAS, the County assumes responsibility and direction of its operation;

III. THE AGREEMENT

NOW, THEREFORE, the City and County, by their respective authorized representatives, do hereby agree as follows:

1. Cost Sharing Arrangements.

A. ADA Service

County agrees to pay the local share of ADA paratransit contract costs for trips originating in the County portion of Valley Transit's ADA service area (all of the parts of the city of Appleton that lie within Outagamie County, the City of Kaukauna, Villages of Kimberly, Little Chute and Combined Locks, and the area which is within 3/4 of a mile from all Valley Transit fixed routes within the Towns of Grand Chute, Kaukauna, Vandebroek, and Buchanan). The parties agree that approximately 38% of such trips occur in the Outagamie County portion of Valley Transit's service area. The parties further agree that, throughout this Agreement, wherever reference is made to Valley Transit having

obligations or responsibilities, the City, as the contracting party and the owner of Valley Transit assures the compliance of Valley Transit with all of these duties and responsibilities.

The formula for computing Outagamie County's actual ADA funding contribution will be as follows:

$$\begin{aligned}
 & \text{Outagamie County Rides x Contract Cost} \\
 + & \text{ Outagamie County Share of Administrative Costs} \\
 - & \text{ Federal Share} \\
 - & \text{ State Share} \\
 - & \text{ Farebox Revenues} \\
 = & \text{ Outagamie County's Estimated ADA Funding Requirement}
 \end{aligned}$$

In 2025, Valley Transit estimates 100,000 ADA rides of which it is estimated that 38% will originate in Outagamie County. The base contract cost per ride is estimated to average \$25.50 with a separate charge for administrative expenses. The Federal and State shares are estimated to be 28% and 28% respectively; therefore the County's estimated funding requirement will be:

\$969,000	Costs (38,000 rides at \$25.50 per ride)
\$167,412	38% of admin charges
(\$329,559)	Federal Share
(\$329,559)	State Share
<u>(\$152,000)</u>	Fares (38,000 rides at \$4.00 per ride)
\$325,294	Estimated funding

The County's actual costs will be based on actual ridership, contract costs (including fuel surcharge), federal share, state share, and fares in 2025. The full percentage of federal and state shares received by Valley Transit for transit funding assistance shall be applied to this service. All fares received as payment for the Outagamie County service shall also be applied in this formula. For 2025 the parties agree that the County's liability for ADA urban paratransit services will be capped at \$350,000 and all paratransit services will be capped at the full cost of its ancillary services.

B. *Elderly and Sunday Service*

As part of the service contract for ADA rides, Valley Transit will also provide rides to the elderly (non-ADA eligible) and Sunday service to ADA eligible passengers. Outagamie County requires certification of elderly riders for eligibility of this service. The service will be provided in the same service area described earlier. The formula for computing Outagamie County's actual contribution for this ancillary service will be based on the following:

$$\begin{aligned}
 & \text{Outagamie County Rides x Contract Cost} \\
 - & \text{ Federal Share} \\
 - & \text{ State Share} \\
 - & \text{ Farebox Revenue} \\
 + & \text{ Local Surcharge (1/3 of Federal plus 1/3 of State Share)} \\
 = & \text{ Outagamie County's Estimated Ancillary Funding Requirement}
 \end{aligned}$$

The contract costs for elderly rides will be \$25.50; Sunday service will be \$25.50. In 2025, Valley Transit estimates 2,850 Outagamie County elderly trips and 500 Outagamie County Sunday trips with estimated costs as follows:

\$72,675	Elderly Costs (2,850 x \$25.50)
(\$21,076)	Federal Share
(\$21,076)	State Share
(\$11,400)	Fares (2,850 x \$4.00/ride)
<u>\$14,051</u>	Local Surcharge (1/3 of Federal plus 1/3 of State Share)
\$33,174	Estimated funding

\$11,475	Sunday Costs (450 x \$25.50)
(\$3,328)	Federal Share
(\$3,328)	State Share
(\$4,950)	Fares (450 x \$11.00/ride)
<u>\$2,219</u>	Local Surcharge (1/3 of Federal plus 1/3 of State Share)
\$2,088	Estimated funding

Actual County costs will be based on actual ridership, contract costs per ride (including fuel surcharge), federal share, state share and fares in 2025. The full percentage of federal and state shares received by Valley Transit for transit funding assistance shall be applied in this formula. All fares received as payment for the Outagamie County service shall also be applied in this formula.

C. *Other Ancillary Transportation Service*

- 1) As part of this agreement, Valley Transit will be the funding mechanism for Outagamie County rural demand response paratransit service. These services will be managed separately from Valley Transit's ADA paratransit contract service (which combines with elderly, Sunday, and evening service).

The formula for computing Outagamie County's rural demand response paratransit service funding contribution will be as follows:

$$\begin{aligned}
 &+ \text{Cost of Service} \\
 &- \text{Federal Share} \\
 &- \text{State Share} \\
 &+ \text{Local Administrative Charge} \\
 &= \text{Outagamie County's Estimated Rural Service Requirement}
 \end{aligned}$$

In 2025, Valley Transit estimates 12,000 Outagamie County rural demand response paratransit trips with estimated costs as follows:

\$ 462,600	Costs (12,000 rides x \$38.55)
(\$102,765)	Federal Share
(\$102,765)	State Share
(\$72,000)	Fares (12,000 x \$6.00/ride)
<u>\$ 46,260</u>	Administrative charge
\$231,330	Estimated funding

- 2 **Method of Payment.** The County will pay Valley Transit the gross cost of ADA mandated paratransit, ADA optional paratransit, and elderly (non-ADA eligible) service as outlined in this contract on a quarterly basis. Valley Transit will invoice for this service in advance of the quarter. Federal and State

operating assistance will be reimbursed to the County on a quarterly basis based on the amount paid in, actual costs, actual fares, and intergovernmental revenues. Final reconciliation of actual costs will occur at year end.

The County will pay Valley Transit monthly for the Other Ancillary Services based on the billings received from the provider. Valley Transit will invoice for this service also. Payments are due 30 days from the invoice date. Interest will accrue at a rate of 18% per year (1.5% month) thereafter unless the billing is disputed by the County.

3. Service Criteria.

Elderly Service. Service to the elderly will be provided between the hours of 9:00 a.m. and 5:00 p.m. Monday through Friday. These hours may be changed at the discretion of the County.

Rural Service. Rural demand response service will be provided between the hours of 9:00 a.m. and 4:00 p.m. Tuesday and Thursday and between 9:00 a.m. and 5:00 p.m. Monday, Wednesday and Friday (with the additional hour for medical rides only). These hours may be changed at the discretion of the County.

ADA Service. Service to people with disabilities will be provided Monday through Saturday in compliance with the Americans with Disabilities Act.

Sunday Service. Service to people with disabilities will be provided on Sundays, 7:30 a.m. to 2:00 p.m.

General. There will be no service on six of the holidays where Valley Transit does not operate (Christmas, New Years, Labor Day, Memorial Day, July 4th, and Thanksgiving). All ADA paratransit and elderly service and will be in compliance with ADA regulation, 49 CFR Section 37.131.

4. Eligibility.

Elderly Service. Service will be provided to the elderly (those persons age 60 and over who are not eligible for ADA services), although the County will encourage the use of Valley Transit's fixed route service when possible.

Rural Service. Service will be provided to the elderly (those persons age 60 and over) or disabled individuals over age 5 traveling outside Valley Transit's ADA service area.

Sunday ADA. Sunday service will be available to ADA eligible people.

ADA Service. ADA eligibility is consistent with the ADA regulations, 49 CFR Section 37.125. The service will allow advance reservation up to 14 days in advance of a trip and ensure that ADA subscription trips not absorb more than 50 percent of the ADA trips at a given time unless modified by both parties to this contract.

5. Length of Agreement. This agreement shall be in effect commencing on January 1, 2025 through December 31, 2025.

6. Statistical Reports. Valley Transit agrees to provide the County information sufficient to complete the Outagamie County semi-annual reports for submission to the Wisconsin Department of Transportation as a requirement of the Section 85.21 transportation assistance program. The information submitted must pertain to the service identified in this agreement and must be provided in a timely manner. Valley Transit will also provide to the County all other reasonable ridership or financial information which the County requests.

7. **Safety.** Valley Transit will monitor the safety and operational requirements of its contracted ADA, elderly, and Sunday and rural services. In the event that the parties agree to contract with a third party for random safety and operational checks, the contract costs for such checks will be paid for by the County.
8. **Audit.** Valley Transit will include audit costs for its contracted ADA service in its budget without impact on the County's cost. However, any audits required for ancillary services will be added to the total cost of those services, and the County's cost impact will be as described in Section 1 above. Valley Transit shall establish and maintain accounts for the specialized transportation services receiving funding under this agreement. The accounts shall distinguish the costs of this transportation service from any other service.
9. **Records.** Valley Transit shall maintain such records as necessary for a period of three years from the close of the Federal fiscal year to which they pertain, which said record keeping will enable Valley Transit to meet any responsibilities it may have to the state and federal government.
10. **Inspection.** Valley Transit will allow inspection of records and programs, insofar as it is permitted by state and federal law, by representatives of the County, the Area Agency on Aging, the Department of Health and Social services and its authorized agents, and federal agencies, in order to confirm Valley Transit's compliance with the specifications of this agreement.
11. **Disclosure.** The use or disclosure by any party of any information concerning eligible clients who receive services for any purpose not connected with the administration of the service under this Contract is prohibited except with the informed, written consent of the eligible client or the client's legal guardian.
12. **Indemnification.** Each party to this agreement agrees to indemnify, save harmless and defend the other party from and against all liability, loss, damage, costs or expenses which a signing party may sustain, incur or be required to pay by reason of the other party's acts, errors or omissions.
13. **Fares.** Between January 1 and December 31, 2025, fares for elderly and ADA eligible riders will be \$4.00 in compliance with "origin to destination service" as defined in 49 CFR 37.3. Fares for Sunday service will be \$11.00 in 2025. Fares for the rural transportation will be established by the County.
14. **Insurance.** Valley Transit agrees that, in order to protect itself and the County, its Officers, Boards, Employees and Representatives under the indemnity provisions of the paragraph above, it will at all times during the term of this Contract keep in force as required at a minimum:

<u>Coverage</u>	<u>Limit</u>
1. Worker's Compensation Statutory	\$1,000,000 General Aggregate
2. Comprehensive General Liability	\$1,000,000 Each Occurrence
3. Auto Liability	\$1,000,000 CSL

Policies shall be issued by a company or companies authorized to do business in the State of Wisconsin and licensed by the Wisconsin Insurance Department. The County shall be given thirty (30) days advance notice of cancellation or non-renewal during the term of this Contract.

In the event any action, suit, or other proceeding is brought against the County upon any matter herein indemnified against, the County shall, within five (5) working days, give notice thereof to Valley Transit and shall cooperate with their attorneys in the defense of the action, suit or other proceeding.

15. **Discrimination.** In connection with the performance of work under this Agreement, Valley Transit agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, sexual orientation, developmental disability as

defined in s51.01(5), Wisconsin Statutes, national origin, marital status, ancestry, arrest record, conviction record, or membership in the National Guard, State Defense Force or any reserve component of the military forces of the United States or this state. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and section for training, including apprenticeship. Valley Transit further agrees to take affirmative action to ensure equal employment opportunities.

16. **Conditions.** This Contract is contingent upon authorization of Wisconsin and United States law and any material amendment or repeal of the same affecting relevant funding, or authority of the County or the City shall serve to terminate this Contract, except as further agreed to by the parties hereto. It is also contingent upon continued funding by Valley Transit and the County in its budgetary process in the option years of this Agreement and upon the City continuing the operation of Valley Transit.

17. **Modification/Termination.** Failure to comply with any part of this agreement may be considered cause for revision, suspension, or termination.

Revision or modification of this agreement must be agreed to by all parties involved by an addendum signed by the authorized representative of both parties.

This agreement can be reopened if State and Federal funding regulations restrict the type of service that can be funded in any ADA or ancillary service component of the Valley Transit budget. This does not apply to the federal funding rate.

18. **Electronic Signatures.** This Agreement may be executed in counterparts, either by original signature or verified electronic signature, each of which shall be deemed an original, but such counterparts shall together constitute but one and the same agreement. The headings in this Agreement are inserted for convenience of reference only and shall not constitute a part hereof.

SIGNATURES CONTINUE ON THE NEXT PAGE

IN WITNESS WHEREOF, the parties have caused the forgoing instrument to be executed the date of last signature below.

CITY OF APPLETON

By: _____
JACOB A. WOODFORD, MAYOR
DATE: _____

By: _____
KAMI LYNCH, CITY CLERK
DATE: _____

PROVISION HAS BEEN MADE TO PAY THE LIABILITY,
WHICH WILL ACCRUE UNDER THE CONTRACT.

APPROVED AS TO FORM:

JERI A. OHMAN, FINANCE DIRECTOR

CHRISTOPHER R. BEHRENS, CITY ATTORNEY

OUTAGAMIE COUNTY

By: _____
THOMAS NELSON, COUNTY EXECUTIVE

By: _____
JOHN RATHMAN, DIRECTOR,
DEPARTMENT OF HEALTH & HUMAN SERVICES

APPROVED AS TO FORM:

DAWN T. SHAHA, CORPORATION COUNSEL

CL: A22-0939.AKA.DG

**2025 INTERMUNICIPAL AGREEMENT PURSUANT TO WIS. STAT. § 66.0301
BETWEEN THE CITY OF APPLETON AND WINNEBAGO COUNTY
TO PROVIDE FOR COST SHARING OF TRANSIT SERVICE FOR ELDERLY AND DISABLED INDIVIDUALS**

I. THE PARTIES

City of Appleton, a Wisconsin municipal corporation, doing business at 100 North Appleton Street, Appleton, Wisconsin 54911-4799 ("City").

Winnebago County, a Wisconsin municipal corporation, doing business at 112 Otter Avenue, P.O. Box 2806, Oshkosh, Wisconsin 54903-2806 ("County").

Together, the municipalities may be jointly referred to as "the Parties".

II. THE RECITALS

WHEREAS, the Americans with Disabilities Act ("ADA"), has resulted in an increase in trips provided by the City's wholly owned transit service, Valley Transit, for individuals covered by the Act; and

WHEREAS, the County and the City, in furtherance of the goals fostered by the ADA, wish to coordinate service to offset the increase in costs; and

WHEREAS, the County provides transportation services for clients of the Winnebago County Department of Community Programs requiring transport to sites of client service; and

WHEREAS, it has been determined to be beneficial to Valley Transit and County, to have the City, via Valley Transit assume the responsibility for the payment of certain urban and rural specialized transportation service routes; and

WHEREAS, Section 66.0301, Wisconsin Statutes, provides a means by which municipalities may agree to share the cost of mutually beneficial services; and

WHEREAS, the City is the owner of Valley Transit and assumes responsibility for and direction of its operations; and

WHEREAS, the County assumes responsibility and direction of its operation; and

III. THE AGREEMENT

NOW, THEREFORE, the City and County, by their respective authorized representatives, do hereby agree as follows:

1. Cost Sharing Arrangements.

A. ADA Service

County agrees to pay the local share of ADA paratransit contract costs for trips originating in the County portion of Valley Transit's ADA service area (all of the parts of the city of Appleton that lie within Winnebago County, the Cities of Neenah and Menasha, the Village of Fox Crossing, and the area which is within 3/4 of a mile from all Valley Transit fixed routes within the Town of Neenah). The parties agree that approximately 14% of such trips occur in the Winnebago County portion of Valley Transit's service area. The parties further agree that, throughout this Agreement, wherever reference is made to Valley Transit having obligations or responsibilities, the City, as the contracting party and the owner of Valley Transit assures the compliance of Valley Transit with all of these duties and responsibilities.

The formula for computing Winnebago County's actual ADA funding contribution will be as follows:

$$\begin{aligned}
 & \text{Winnebago County Rides x Contract Cost} \\
 + & \text{ Administrative Charges (14\%)} \\
 - & \text{ Federal Share} \\
 - & \text{ State Share} \\
 - & \text{ Farebox Revenues} \\
 = & \text{ Winnebago County's Estimated ADA Funding Requirement}
 \end{aligned}$$

in 2025, Valley Transit estimates 100,000 ADA rides of which it is estimated that 14% will originate in Winnebago County. The base contract cost per ride is estimated to average \$25.50 with a separate cost for administrative expenses. The Federal and State shares are estimated to be 28% and 28% respectively; therefore, the County's estimated funding requirement will be:

\$357,000	Costs (14,000 rides at \$25.50 per ride)
\$61,678	14% of admin charges
(\$121,417)	Federal Share
(\$121,417)	State Share
<u>(\$56,000)</u>	Fares (14,000 rides at \$4.00 per ride)
\$119,844	Estimated funding

The County's actual costs will be based on actual ridership, contract costs per ride (including fuel), federal share, state share, and fares in 2025. The full percentage of federal and state shares received by Valley Transit for transit funding assistance shall be applied to this service. All fares received as payment for the County service shall also be applied in this formula. For 2025 the parties agree that the County's liability for all paratransit service will be capped at the full costs of its ancillary programs.

B. *Sunday Service*

As part of the service contract for ADA rides, Valley Transit will also provide rides on Sunday to ADA eligible passengers. The service will be provided in the same service area described earlier. The formula for computing Winnebago County's actual contribution for this ancillary service will be based on the following:

$$\begin{aligned}
 & \text{Winnebago County Rides x Contract Cost} \\
 - & \text{ Federal Share} \\
 - & \text{ State Share} \\
 - & \text{ Farebox Revenue} \\
 + & \text{ Local Surcharge (1/3 of Federal plus 1/3 of State Share)} \\
 = & \text{ Winnebago County's Estimated Ancillary Funding Requirement}
 \end{aligned}$$

The basic contract cost for Sunday service (including fuel) is estimated to be \$25.50 per ride. In 2025, Valley Transit estimates 35 Winnebago County Sunday trips with estimated costs as follows:

\$893	Sunday Costs (35 x \$25.50)
(\$259)	Federal Share
(\$259)	State Share
(\$385)	Fares (35 x \$11.00/ride)
<u>\$ 173</u>	Local Surcharge (1/3 of Federal plus 1/3 of State Share)
\$ 163	Estimated funding

Actual County costs will be based on actual ridership, contract costs per ride (including fuel surcharge), federal share, state share and fares in 2025. The full percentage of federal and state shares received by Valley Transit for transit funding assistance shall be applied in this formula. All fares received as payment for the Winnebago County service shall also be applied in this formula.

C. *County Specialized Transportation Service*

Finally, as part of this agreement, Valley Transit will be the funding mechanism for Winnebago County's Heritage program. These services will be managed by Valley Transit separately from Valley Transit's ADA paratransit (which combines with Sunday service) contract service.

The formula for computing Winnebago County's funding contribution will be as follows:

Cost of Service
 - Federal Share
 - State Share
+ Administrative charge
 = Winnebago County's Estimated Specialized Transportation Funding Requirement

Estimated funding for 2025's Heritage program is:

\$ 9,285	Costs (500 x \$18.57)
(\$2,063)	Federal Share
(\$2,063)	State Share
(\$1,750)	Fares (500 x \$3.50/ride)
<u>\$ 929</u>	Administrative charge
\$ 4,338	Estimated funding

2. **Method of Payment.** The County will pay Valley Transit the gross cost of ADA mandated paratransit and ADA optional paratransit service on a quarterly basis. Valley Transit will invoice for this service. Federal and State operating assistance will be reimbursed to the County on a quarterly basis.

The County will pay Valley Transit monthly the Heritage program based on the billings received from the provider. Valley Transit will invoice for this service also. Payments are due 30 days from the invoice date. Interest will accrue at a rate of 18% per year (1.5% per month) thereafter.

3. **Service Criteria.**

ADA Service. Service to people with disabilities will be provided Monday through Saturday in compliance with the Americans with Disabilities Act.

Sunday Service. Service to people with disabilities will be provided on Sundays, 7:30 a.m. to 2:00 p.m.

General. There will be no service on six of the holidays where Valley Transit does not operate (Christmas, New Years, Labor Day, Memorial Day, July 4th, and Thanksgiving). All ADA paratransit and elderly service will be in compliance with ADA regulation, 49 CFR Section 37.131.

4. **Eligibility.**

Sunday ADA. Sunday service will be available to all ADA eligible people.

ADA Service. ADA eligibility is consistent with the ADA regulations, 49 CFR Section 37.125. The service will allow advance reservation up to 14 days in advance of a trip and ensure

that ADA subscription trips not absorb more than 50 percent of the ADA trips at a given time unless modified by both parties to this contract.

5. **Length of Agreement.** This agreement shall be in effect commencing on January 1, 2025, through December 31, 2025.
6. **Statistical Reports.** Valley Transit agrees to provide the County information sufficient to complete the Winnebago County semi-annual reports for submission to the Wisconsin Department of Transportation as a requirement of the Section 85.21 transportation assistance program. The information submitted must pertain to the service identified in this agreement and must be provided in a timely manner. Valley Transit will also provide to the County all other reasonable ridership or financial information which the County requests.
7. **Safety.** Valley Transit will monitor the safety and operational requirements of its contracted ADA, elderly, Sunday and Heritage service. In the event that the parties agree to contract with a third party for random safety and operational checks, the contract costs for such checks will be paid for by the County.
8. **Audit.** Valley Transit will include audit costs for its contracted ADA service in its budget without impact on the County's cost. However, any audits required for ancillary services will be added to the total cost of those services, and the County's cost impact will be as described in Section 1 above. Valley Transit shall establish and maintain accounts for the specialized transportation services receiving funding under this agreement. The accounts shall distinguish the costs of this transportation service from any other service.
9. **Records.** Valley Transit shall maintain such records as necessary for a period of three years from the close of the Federal fiscal year to which they pertain, which said record keeping will enable Valley Transit to meet any responsibilities it may have to the state and federal government.
10. **Inspection.** Valley Transit will allow inspection of records and programs, insofar as it is permitted by state and federal law, by representatives of the County, the Area Agency on Aging, the Department of Health and Social services and its authorized agents, and federal agencies, in order to confirm Valley Transit's compliance with the specifications of this agreement.
11. **Disclosure.** The use or disclosure by any party of any information concerning eligible clients who receive services for any purpose not connected with the administration of the service under this Contract is prohibited except with the informed, written consent of the eligible client or the client's legal guardian.
12. **Indemnification.** Each party to this agreement agrees to indemnify, save harmless and defend the other party from and against all liability, loss, damage, costs or expenses which a signing party may sustain, incur or be required to pay by reason of the other party's acts, errors or omissions.
13. **Fares.** Between January 1 and December 31, 2025, fares for elderly and ADA eligible riders will be \$4.00 in compliance with "origin to destination service" as defined in 49 CFR 37.3. Fares for Sunday hours will be \$11.00 in 2025.
14. **Insurance.** Valley Transit agrees that, in order to protect itself and the County, its Officers, Boards, Employees and Representatives under the indemnity provisions of the paragraph above, it will at all times during the term of this Contract keep in force as required at a minimum:

<u>Coverage</u>	<u>Limit</u>
1. Worker's Compensation Statutory	\$1,000,000 General Aggregate
2. Comprehensive General Liability	\$1,000,000 Each Occurrence
3. Auto Liability	\$1,000,000 CSL

Policies shall be issued by a company or companies authorized to do business in the State of Wisconsin and licensed by the Wisconsin Insurance Department. The County shall be given thirty (30) days advance notice of cancellation or non-renewal during the term of this Contract.

In the event any action, suit, or other proceeding is brought against the County upon any matter herein indemnified against, the County shall, within five (5) working days, give notice thereof to Valley Transit and shall cooperate with their attorneys in the defense of the action, suit or other proceeding.

15. **Discrimination.** In connection with the performance of work under this Agreement, Valley Transit agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, sexual orientation, developmental disability as defined in s51.01(5), Wisconsin Statutes, national origin, marital status, ancestry, arrest record, conviction record, or membership in the National Guard, State Defense Force or any reserve component of the military forces of the United States or this state. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and section for training, including apprenticeship. Valley Transit further agrees to take affirmative action to ensure equal employment opportunities.
16. **Conditions.** This Contract is contingent upon authorization of Wisconsin and United States law and any material amendment or repeal of the same affecting relevant funding, or authority of the County or the City shall serve to terminate this Contract, except as further agreed to by the parties hereto. It is also contingent upon continued funding by Valley Transit and the County in its budgetary process in the option years of this Agreement and upon the City continuing the operation of Valley Transit.
17. **Modification/Termination.** Failure to comply with any part of this agreement may be considered cause for revision, suspension, or termination.

Revision or modification of this agreement must be agreed to by all parties involved by an addendum signed by the authorized representative of both parties.

This agreement can be reopened if State and Federal funding regulations restrict the type of service that can be funded in any ADA or ancillary service component of the Valley Transit budget. This does not apply to the federal funding rate.

18. **Electronic Signatures.** This Agreement may be executed in counterparts, either by original signature or verified electronic signature, each of which shall be deemed an original, but such counterparts shall together constitute but one and the same agreement. The headings in this Agreement are inserted for convenience of reference only and shall not constitute a part hereof.

SIGNATURES CONTINUE ON THE NEXT PAGE

IN WITNESS WHEREOF, the parties have caused the forgoing instrument to be executed on the date of last signature below.

CITY OF APPLETON

BY: _____
JACOB A. WOODFORD, MAYOR

BY: _____
KAMI LYNCH, CITY CLERK

PROVISION HAS BEEN MADE TO PAY THE LIABILITY,
WHICH WILL ACCRUE UNDER THE CONTRACT.

APPROVED AS TO FORM:

JERI A. OHMAN, FINANCE DIRECTOR

CHRISTOPHER R. BEHRENS, CITY ATTORNEY

WINNEBAGO COUNTY

BY: _____
JONATHAN DOEMEL, COUNTY EXECUTIVE

DATE: _____

BY: _____
SUE ERTMER, COUNTY CLERK

DATE: _____

CL: 22-0939AKA.DG

**2025 INTERMUNICIPAL AGREEMENT PURSUANT TO WIS. STAT. § 66.0301
BETWEEN THE CITY OF APPLETON AND CALUMET COUNTY
TO PROVIDE FOR COST SHARING OF TRANSIT SERVICE FOR ELDERLY AND DISABLED INDIVIDUALS**

I. THE PARTIES

City of Appleton, a Wisconsin municipal corporation, doing business at 100 North Appleton Street, Appleton, Wisconsin 54911-4799 (“City”).

Calumet County, a Wisconsin municipal corporation, doing business at 206 Court Street, Chilton, Wisconsin 53014 (“County”).

Together, the municipalities may be jointly referred to as “the Parties”.

II. THE RECITALS

WHEREAS, the Americans with Disabilities Act (“ADA”), has resulted in an increase in trips provided by the City’s wholly owned transit service, Valley Transit, for individuals covered by the Act; and

WHEREAS, the County and the City, in furtherance of the goals fostered by the ADA, wish to coordinate service to offset the increase in costs; and

WHEREAS, Section 66.0301 of the Wisconsin Statutes, provides a means by which municipalities may agree to share the cost of mutually beneficial services; and

WHEREAS, the City is the owner of Valley Transit and assumes responsibility for and direction of its operations;

III. THE AGREEMENT

NOW, THEREFORE, the City and the County, by their respective authorized representatives, do hereby agree as follows:

1. Cost Sharing Arrangements.

A. ADA and Sunday Service

The County agrees to pay the local share of ADA and Sunday paratransit contract costs for trips originating in the County portion of Valley Transit’s ADA service area (all of the parts of the Cities of Appleton and Menasha that lie within Calumet County and the area that is within 3/4 of a mile from all Valley Transit fixed routes within the Village of Harrison). The parties agree that approximately 3% of such trips occur in the Calumet County portion of Valley Transit’s service area. The parties further agree that, throughout this Agreement, wherever reference is made to Valley Transit having obligations or responsibilities, the City, as the contracting party and the owner of Valley Transit assures the compliance of Valley Transit with all of these duties and responsibilities.

The formula for computing Calumet County's actual ADA funding contribution will be as follows:

Calumet County Rides x Contract Cost
+ Administrative Charges (3%)

- Federal Share
- State Share
- Farebox Revenues
- = Calumet County's Estimated ADA Funding Requirement

In 2025, Valley Transit estimates 100,000 ADA rides of which it is estimated that 3% will originate in Calumet County. The base contract cost per ride is estimated to average \$25.50 with a separate charge for administrative expenses. The Federal and State shares are estimated to be 28% and 28% respectively; therefore, the County's estimated funding requirements will be:

\$76,500	Costs (3,000 rides at \$25.50 per ride)
\$13,217	Administrative charges (3%)
(\$26,018)	Federal Share
(\$26,018)	State Share
<u>\$ (\$12,000)</u>	Fares (3,000 rides at \$4.00 per ride)
\$25,681	Estimated funding

The County's actual costs will be based on actual ridership, contract costs (including fuel), federal share, state share, and fares in 2025. The full percentage of federal and state shares received by Valley Transit for transit funding assistance shall be applied to this service. All fares received as payment for the Calumet County service shall also be applied in this formula.

B. *Elderly and Sunday Service*

As part of the service contract for ADA rides, Valley Transit will also provide rides on Sundays to ADA eligible and the elderly (non-ADA eligible). Calumet County may require certification of elderly riders for eligibility of this service. The service will be provided in the same service area described earlier. The formula for computing the County's actual contribution for this ancillary service will be based on the following:

- Calumet County Rides x Contract Cost
- Federal Share
- State Share
- Farebox Revenue
- + Local Surcharge (1/3 of Federal plus 1/3 State Share)
- = Calumet County's Estimated Ancillary Funding Requirement

The contract costs (including fuel) for elderly rides will be \$25.50; Sunday service will be \$25.50. In 2025, Valley Transit estimates 150 Calumet County elderly trips and 15 Sunday trips with estimated costs as follows:

\$3,825	Elderly Costs (150 x \$25.50)
(\$1,109)	Federal Share
(\$1,109)	State Share
(\$600)	Fares (150 x \$4.00/ride)
<u>\$ 740</u>	Local Surcharge (1/3 of Federal plus 1/3 of State Share)
\$ 1,747	Estimated funding

\$383	Sunday Costs (15 x \$25.50)
(\$111)	Federal Share
(\$111)	State Share
(\$165)	Fares (15 x \$11.00/ride)
<u>\$ 74</u>	Local Surcharge (1/3 of Federal plus 1/3 of State Share)
\$ 70	Estimated funding

Actual County costs will be based on actual ridership, contract costs per ride, federal share, state share, and fares in 2025. The full percentage of federal and state shares received by Valley Transit for transit funding assistance shall be applied in this formula. All fares received as payment for the Calumet County service shall also be applied in this formula.

C. *Other Ancillary Transportation Service*

- 1) As part of this agreement, Valley Transit will be the funding mechanism for the rural van service. This service will be managed by the County separately from Valley Transit's ADA paratransit (which combines with elderly, Sunday, and evening service) contract service which Valley Transit will manage.

The formula for computing the County's funding contribution will be as follows:

Cost of Service
- Federal Share
- State Share
- Fares
<u>+ Local Surcharge (1/2 of Federal plus 1/2 of State Share)</u>
= Calumet County's Estimated Ancillary Funding Requirement

In 2025 the cost estimate is as follows:

\$ 37,620	Costs
(10,910)	Federal Share
(10,910)	State Share
(18,700)	Fares
<u>\$ 10,910</u>	Local Surcharge (1/2 of Federal plus 1/2 of State Share)
\$ 8,010	Estimated funding

2. **Method of Payment.** The County will pay Valley Transit the gross cost of ADA mandated paratransit, ADA optional paratransit, and elderly (non-ADA eligible) service on a quarterly basis upon receipt by Valley Transit of quarterly ridership reports. Valley Transit will invoice for this service. Federal and State operating assistance will be reimbursed to the County on a quarterly basis.

The County will pay Valley Transit monthly for the other Ancillary Services based on billings received from the provider. Valley Transit will invoice for this service also. All payments are due 30 days from the invoice date. Interest will accrue at a rate of 18% per year (1.5% per month) thereafter.

3. **Service Criteria.**

Elderly Service. Service to the elderly will be provided between the hours of 9:00 a.m. and 5:00 p.m. Monday through Friday.

ADA Service. Service to people with disabilities will be provided Monday through Saturday in compliance with the Americans with Disabilities Act.

Sunday Service. Service to people with disabilities will be provided on Sundays, 7:30 a.m. to 2:00 p.m.

General. There will be no service on six of the holidays where Valley Transit does not operate (Christmas, New Years, Labor Day, Memorial Day, July 4th, and Thanksgiving). All ADA paratransit and elderly service will be in compliance with ADA regulation, 49 CFR Section 37.131.

4. **Eligibility.**

Elderly Service. Service will be provided to the elderly (those persons aged 60 and over who are not eligible for ADA services), although the County will encourage the use of Valley Transit's fixed route service when possible.

Sunday ADA. Sunday service will be available to ADA eligible persons.

ADA Service. ADA eligibility is consistent with the ADA regulations, 49 CFR Section 37.125. The service will allow advance reservation up to 14 days in advance of a trip and ensure that ADA subscription trips not absorb more than 50 percent of the ADA trips at a given time unless modified by both parties to this contract.

5. **Length of Agreement.** This agreement shall be in effect commencing on January 1, 2025, through December 31, 2025.

6. **Statistical Reports.** Valley Transit agrees to provide the County information sufficient to complete the Calumet County semi-annual reports for submission to the Wisconsin Department of Transportation as a requirement of the Section 85.21 transportation assistance program. The information submitted must pertain to the service identified in this agreement and must be provided in a timely manner. Valley Transit will also provide to the County all other reasonable ridership or financial information which the County requests.

7. **Safety.** Valley Transit will use internal staff to monitor the safety and operational requirements of its contracted ADA, elderly, Sunday and evening service and Calumet County Van Service.

8. **Audit.** Valley Transit will include audit costs for its contracted ADA service in its budget without impact on the County's cost. Valley Transit shall establish and maintain accounts for the specialized transportation services receiving funding under this agreement. The accounts shall distinguish the costs of this transportation service from any other service.

9. **Records.** Valley Transit shall maintain such records as necessary for a period of three years from the close of the Federal fiscal year to which they pertain, which said record keeping will enable Valley Transit to meet any responsibilities it may have to the state and federal government.

10. **Inspection.** Valley Transit will allow inspection of records and programs, insofar as it is permitted by state and federal law, by representatives of Calumet County, the Area Agency on Aging, the Department of Health and Social services and its authorized agents, and federal agencies, in order to confirm Valley Transit's compliance with the specifications of this agreement.

11. **Disclosure.** The use or disclosure by any party of any information concerning eligible clients who receive services for any purpose not connected with the administration of the service under this Contract is prohibited except with the informed, written consent of the eligible client or the client's legal guardian.
12. **Indemnification.** Each party to this agreement agrees to indemnify, save harmless and defend the other party from and against all liability, loss, damage, costs or expenses which a signing party may sustain, incur or be required to pay by reason of the other party's acts, errors or omissions.
13. **Fares.** Between January 1 and December 31, 2025, fares for elderly and ADA eligible riders will be \$4.00 in compliance with "origin to destination service" as defined in 49 CFR 37.3. Fares for Sunday service will be \$11.00 in 2025.
14. **Insurance.** Valley Transit agrees that, in order to protect itself and the County, its Officers, Boards, Employees and Representatives under the indemnity provisions of the paragraph above, it will at all times during the term of this Contract keep in force as required at a minimum:

<u>Coverage</u>	<u>Limit</u>
1. Worker's Compensation Statutory	\$1,000,000 General Aggregate
2. Comprehensive General Liability	\$1,000,000 Each Occurrence
3. Auto Liability	\$1,000,000 CSL

Policies shall be issued by a company or companies authorized to do business in the State of Wisconsin and licensed by the Wisconsin Insurance Department. The County shall be given thirty (30) days advance notice of cancellation or non-renewal during the term of this Contract.

In the event any action, suit, or other proceeding is brought against the County upon any matter herein indemnified against, the County shall, within five (5) working days, give notice thereof to Valley Transit and shall cooperate with their attorneys in the defense of the action, suit or other proceeding.

15. **Discrimination.** In connection with the performance of work under this Agreement, Valley Transit agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, sexual orientation, developmental disability as defined in s51.01(5), Wisconsin Statutes, national origin, marital status, ancestry, arrest record, conviction record, or membership in the National Guard, State Defense Force or any reserve component of the military forces of the United States or this state. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and section for training, including apprenticeship. Valley Transit further agrees to take affirmative action to ensure equal employment opportunities.
16. **Conditions.** This Contract is contingent upon authorization of Wisconsin and United States law and any material amendment or repeal of the same affecting relevant funding, or authority of the County or the City shall serve to terminate this Contract, except as further agreed to by the parties hereto. It is also contingent upon continued funding by Valley Transit and the County in its budgetary process in the option years of this Agreement and upon the City's continuing the operation of Valley Transit.
17. **Modification/Termination.** Failure to comply with any part of this agreement may be considered cause for revision, suspension, or termination.

Revision or modification of this agreement must be agreed to by all parties involved by an addendum signed by the authorized representative of both parties.

This agreement can be reopened if State and Federal funding regulations restrict the type of service that can be funded in any ADA or ancillary service component of the Valley Transit budget. This does not apply to the federal funding rate.

18. **Electronic Signatures.** This Agreement may be executed in counterparts, either by original signature or verified electronic signature, each of which shall be deemed an original, but such counterparts shall together constitute but one and the same agreement. The headings in this Agreement are inserted for convenience of reference only and shall not constitute a part hereof.

IN WITNESS WHEREOF, the parties have caused the forgoing instrument to be executed on the date of last signature below.

CITY OF APPLETON

BY: _____
JACOB A. WOODFORD, MAYOR

By: _____
KAMI LYNCH, CITY CLERK

PROVISION HAS BEEN MADE TO PAY THE LIABILITY,
WHICH WILL ACCRUE UNDER THE CONTRACT.

APPROVED AS TO FORM:

JERI A. OHMAN, FINANCE DIRECTOR

CHRISTOPHER R. BEHRENS, CITY ATTORNEY

CALUMET COUNTY

BY: _____
TODD M. ROMENESKO, ADMINISTRATOR

DATE: _____

APPROVED AS TO FORM:

KIMBERLY TENERELLI, CORPORATION COUNSEL

CL: A22-0939AKA.DG

**2025 INTERMUNICIPAL AGREEMENT PURSUANT TO WIS. STAT. § 66.0301
BETWEEN THE CITY OF APPLETON AND THE CITY OF NEENAH
TO PROVIDE FOR COST-SHARING OF TRANSIT SERVICES FOR THE ELDERLY**

I. THE PARTIES

The City of Appleton, a Wisconsin municipal corporation, doing business at 100 North Appleton Street, Appleton, Wisconsin 54911-4799 ("Appleton").

The City of Neenah, a Wisconsin municipal corporation, doing business at 211 Walnut Street, Neenah, Wisconsin 54956 ("Neenah").

Together, the municipalities may be jointly referred to as "the Parties".

II. THE RECITALS

WHEREAS, the City of Appleton, the owner of Valley Transit, assumes responsibility for and direction of its operations, and

WHEREAS, the City of Neenah operates Northern Winnebago Dial-A-Ride, a transportation program (hereinafter referred to as "DIAL-A-RIDE") for the benefit of the elderly of the Cities of Neenah and Menasha, and

WHEREAS, the City of Appleton and the City of Neenah wish to coordinate services to maximize outside revenue sources.

III. THE AGREEMENT

NOW, THEREFORE, the City of Appleton and the City of Neenah by their respective representatives, do hereby agree as follows:

1. **COST-SHARING AGREEMENT.**

Expenses for the Dial-A-Ride program will be shared based on the following formula:

Dial-A-Ride x Contract Cost
- Federal Share
- State Share
- Farebox Revenues
+ Administrative Charge
= City of Neenah Estimated Contribution

Valley Transit and the City of Neenah estimate that there will be 5,000 rides in 2025. Cost estimates are as follows:

Cost for Dial-A-Ride (5,000 X \$18.57)	\$92,850
Federal Share	(20,628)
State Share	(20,628)
Fares (5,000 X \$3.50)	(17,500)
Administrative Charge	<u>9,285</u>
The City of Neenah Estimated Contribution*	\$43,379

Actual costs will be based on actual ridership, federal share, state share, and fares in 2025.

*This cost figure is illustrative given that the amounts used in the formula are estimates.

2. **METHOD OF PAYMENT.** Payment by Valley Transit to the contractor will be made monthly based on ridership information provided by the City of Neenah to Valley Transit. Valley Transit will invoice the City of Neenah for its contribution on a monthly basis.
3. **LENGTH OF AGREEMENT.** This agreement shall be for the calendar year 2025. Renewal shall occur upon mutual agreement by the parties 30 days prior to the termination date of this contract.
4. **PROGRAM ADMINISTRATION AND REPORTING.** Valley Transit and the City of Neenah shall be responsible for administration of the Dial-A-Ride Program.
5. **INSPECTION.** Both parties agree to allow inspection of each other's records and books so far as permitted by law. Record inspection shall be allowed upon reasonable notice in order to confirm compliance with the terms and conditions of this agreement.
6. **AUDIT.** Any audits required for Dial-A-Ride services will be added to the total cost of those services, and the City of Neenah's cost impact will be as described in Section 1 above. Valley Transit shall establish and maintain accounts for the specialized transportation services receiving funding under this agreement. The accounts shall distinguish the costs of this transportation service from any other service.
7. **INDEMNIFICATION.** Each party to this agreement agrees to indemnify, save harmless and defend the other party from and against all liability, loss, damage, costs or expenses which a signing party may sustain, incur or be required to pay by reason of the other party's acts, errors or omissions.
8. **INSURANCE.** The City of Appleton and the City of Neenah agree at all times during the existence of this Agreement to keep in force the following insurance coverages:

<u>Coverage</u>	<u>Limit</u>
Worker's Compensation	Statutory Limit
Comprehensive General Liability	\$1,000,000 Each Occurrence
Auto Liability	\$1,000,000 CSL

9. **DISCRIMINATION.** In connection with the performance of work under this agreement, the City of Appleton and the City of Neenah agree not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, sexual orientation, development disability as defined in §5101 (5), Wis. Stats., national origin, marital status, ancestry, arrest record, conviction record, or membership in the National Guard, State Defense Force or any reserve component of the military forces of the United States or this State. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other form of compensation; and section for training, including apprenticeship. Valley Transit further agrees to take affirmative action to ensure equal employment opportunities.
10. **CONDITIONS.** This agreement is contingent upon authorization of Wisconsin and United States law and any material amendment or repeal of the same affecting relevant funding, or authority of the City of Appleton and the City of Neenah shall serve to terminate this agreement.

11. **MODIFICATION/TERMINATION**. Failure to comply with any material part of this agreement may be considered cause for revision, suspension, or termination.

Revision or modification of this agreement must be agreed to by all parties involved by a written addendum signed by the authorized representatives of each party.

12. **ELECTRONIC SIGNATURES**. This Agreement may be executed in counterparts, either by original signature or verified electronic signature, each of which shall be deemed an original, but such counterparts shall together constitute but one and the same agreement. The headings in this Agreement are inserted for convenience of reference only and shall not constitute a part hereof.

IN WITNESS WHEREOF, the parties have caused the forgoing instrument to be executed on this _____ day of _____, 2024.

SIGNATURES APPEAR ON THE FOLLOWING PAGE

CITY OF APPLETON

BY: _____
 JACOB A. WOODFORD, MAYOR

By: _____
 KAMI LYNCH, CITY CLERK

PROVISION HAS BEEN MADE TO PAY THE LIABILITY,
 WHICH WILL ACCRUE UNDER THE CONTRACT.

APPROVED AS TO FORM:

 JERI A. OHMAN, FINANCE DIRECTOR

 CHRISTOPHER R. BEHRENS, CITY ATTORNEY

CITY OF NEENAH

BY: _____ DATE _____
 JANE B. LANG, MAYOR

BY: _____ DATE _____
 CHARLOTTE K. NAGEL, CITY CLERK

APPROVED AS TO FORM:

 DAVID C. RASHID, CITY ATTORNEY

**2025 INTERMUNICIPAL AGREEMENT PURSUANT TO WIS. STAT. § 66.0301
BETWEEN THE CITY OF APPLETON AND THE VILLAGE OF FOX CROSSING,
TO PROVIDE FOR COST-SHARING OF TRANSIT SERVICES FOR THE ELDERLY**

I. THE PARTIES

The City of Appleton, a Wisconsin municipal corporation, doing business at 100 North Appleton Street, Appleton, Wisconsin 54911-4799 ("Appleton").

The Village of Fox Crossing, a Wisconsin municipal corporation, doing business at 2000 Municipal Drive, Neenah Wisconsin 54956 ("Fox Crossing").

Together, the municipalities may be jointly referred to as "the Parties".

II. THE RECITALS

WHEREAS, the City of Appleton, the owner of Valley Transit, assumes responsibility for and direction of its operations, and

WHEREAS, the Village of Fox Crossing operates Northern Winnebago Dial-A-Ride, a transportation program (hereinafter referred to as "DIAL-A-RIDE") for the benefit of the Village of Fox Crossing, and

WHEREAS, the City of Appleton and the Village of Fox Crossing wish to coordinate services to maximize outside revenue sources.

III. THE AGREEMENT

NOW, THEREFORE, the City of Appleton the Village of Fox Crossing by their respective representatives, do hereby agree as follows:

1. **COST-SHARING AGREEMENT.**

Expenses for the Dial-A-Ride program will be shared based on the following formula:

Dial-A-Ride x Contract Cost
- Federal Share
- State Share
- Farebox Revenues
+ Administrative Charge
= Village of Fox Crossing Estimated Contribution

Valley Transit and the Village of Fox Crossing estimate that there will be 1,000 rides in 2025. Cost estimates are as follows:

Cost for Dial-A-Ride (1,000 X \$18.57)	\$18,570
Federal Share	(4,127)
State Share	(4,127)
Fares (1,000 X \$3.50)	(3,500)
Administrative Charge	<u>1,857</u>
The Village of Fox Crossing Estimated Contribution*	\$8,673

Actual costs will be based on actual ridership, federal share, state share, and fares in 2025.

*This cost figure is illustrative given that the amounts used in the formula are estimates.

2. **METHOD OF PAYMENT.** Payment by Valley Transit to the contractor will be made monthly based on ridership information provided by the Village of Fox Crossing to Valley Transit. Valley Transit will invoice the Village of Fox Crossing for its contribution on a monthly basis.
3. **LENGTH OF AGREEMENT.** This agreement shall be for the calendar year 2025. Renewal shall occur upon mutual agreement by the parties 30 days prior to the termination date of this contract.
4. **PROGRAM ADMINISTRATION AND REPORTING.** Valley Transit and the Village of Fox Crossing shall be responsible for administration of the Dial-A-Ride Program.
5. **INSPECTION.** Both parties agree to allow inspection of each other's records and books so far as permitted by law. Record inspection shall be allowed upon reasonable notice in order to confirm compliance with the terms and conditions of this agreement.
6. **AUDIT.** Any audits required for Dial-A-Ride services will be added to the total cost of those services and the Village of Fox Crossing's cost impact will be as described in Section 1 above. Valley Transit shall establish and maintain accounts for the specialized transportation services receiving funding under this agreement. The accounts shall distinguish the costs of this transportation service from any other service.
7. **INDEMNIFICATION.** Each party to this agreement agrees to indemnify, save harmless and defend the other party from and against all liability, loss, damage, costs or expenses which a signing party may sustain, incur or be required to pay by reason of the other party's acts, errors or omissions.
8. **INSURANCE.** The City of Appleton and the Village of Fox Crossing agree at all times during the existence of this Agreement to keep in force the following insurance coverages:

<u>Coverage</u>	<u>Limit</u>
Worker's Compensation	Statutory Limit
Comprehensive General Liability	\$1,000,000 Each Occurrence
Auto Liability	\$1,000,000 CSL

9. **DISCRIMINATION.** In connection with the performance of work under this agreement, the City of Appleton the Village of Fox Crossing agree not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, sexual orientation, development disability as defined in §5101 (5), Wis. Stats., national origin, marital status, ancestry, arrest record, conviction record, or membership in the National Guard, State Defense Force or any reserve component of the military forces of the United States or this State. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other form of compensation; and section for training, including apprenticeship. Valley Transit further agrees to take affirmative action to ensure equal employment opportunities.
10. **CONDITIONS.** This agreement is contingent upon authorization of Wisconsin and United States law and any material amendment or repeal of the same affecting relevant funding, or authority of the City of Appleton and the Village of Fox Crossing shall serve to terminate this agreement.

11. **MODIFICATION/TERMINATION**. Failure to comply with any material part of this agreement may be considered cause for revision, suspension, or termination.

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12. **ELECTRONIC SIGNATURES**. This Agreement may be executed in counterparts, either by original signature or verified electronic signature, each of which shall be deemed an original, but such counterparts shall together constitute but one and the same agreement. The headings in this Agreement are inserted for convenience of reference only and shall not constitute a part hereof.

IN WITNESS WHEREOF, the parties have caused the forgoing instrument to be executed on this _____ day of _____, 2024.

SIGNATURES APPEAR ON THE FOLLOWING PAGE

CITY OF APPLETON

BY: _____
JACOB A. WOODFORD, MAYOR

By: _____
KAMI LYNCH, CITY CLERK

PROVISION HAS BEEN MADE TO PAY THE LIABILITY,
WHICH WILL ACCRUE UNDER THE CONTRACT.

APPROVED AS TO FORM:

JERI A. OHMAN, FINANCE DIRECTOR

CHRISTOPHER R. BEHRENS, CITY ATTORNEY

DAVID C. RASHID, CITY ATTORNEY

VILLAGE OF FOX CROSSING

BY: _____
DALE YOUNGQUIST, VILLAGE PRESIDENT

DATE

BY: _____
DARLA M. FINK, VILLAGE CLERK

DATE

APPROVED AS TO FORM:

ANDY ROSSMEISSI, VILLAGE ATTORNEY
CL: A22-0939AKA