



NEENAH PLAN COMMISSION

**April 28, 2020
4:15 P.M.**

Due to the Public Health Emergency caused by the COVID-19 Pandemic, this meeting will occur at a virtual location accessed by computer or conference call. Committee members and the public should use the following web link/call-in information:

Web Link: <https://global.gotomeeting.com/join/811879405>
Conference Telephone Number: [+1 \(872\) 240-3212](tel:+18722403212)
Access Code: **811-879-405 #**

City Council Chambers - For members of the public that are unable to access this meeting via web or conference call, the Council Chambers will be open in a limited capacity for those wishing to attend the meeting. Please note that social distancing measures will be in place to protect meeting participants.

1. Approval of Minutes: **April 14, 2020**
2. Public Appearances (Ten minutes divided among those wishing to speak on topics pertinent to the Plan Commission)
3. Public Hearings: None
4. Action Items:
 - a. **Site Plan Review** - 164 N Lake Street - Building Addition
 - b. **Annexation** - #216 - 1480 Breezewood Lane (Town of Neenah)
 - c. **Annexation** - #217 - 1490 Breezewood Lane (Town of Neenah)
 - d. **Annexation** - #218 - 1510 Breezewood Lane (Town of Neenah)
 - e. **Annexation** - #219 - Armstrong Street (Town of Neenah)
5. Announcements and future agenda items:
 - a. Next Meeting: May 12, 2020

Neenah City Hall is accessible to the physically disadvantaged.
If special accommodations are needed please contact the
Department of Community Development Office
at 886-6125 at least 24 hours in advance of the meeting.

MINUTES OF THE NEENAH PLAN COMMISSION
Tuesday, April 14, 2020
4:15 p.m.

Present:

Mayor Dean Kaufert, Chairman	PRESENT	Gerry Kaiser, Director of Public Works	PRESENT	Nick Piergrossi, Vice Chairman	ABSENT
Kate Hancock-Cooke	PRESENT	Karen Genett	PRESENT	Betsy Ellenberger	PRESENT
Gerry Andrews	ABSENT	Ald. Jane Lang	PRESENT		

Also present:

Brad Schmidt, Deputy Director of Community Development	Cassandra Kohls, Administrative Assistant Community Development	Joseph Wenninger, Director of Information Systems
Chris Haese, Director of Community Development & Assessments	Keith Walkowski - Riverside Land Surveying, LLC 5310 Willow St, Weston, WI	Beverly Winger, 2024 Henry St
Victor Anderson – Lokre Companies, 119 Scott Street, Wausau, WI		

Minutes: MSC Kaiser/Ellenberger to approve the March 18, 2020 meeting minutes. Ald. Lang cited a correction to the minutes for a typo as “Ally Aye” should be changed to “All Aye”. All Aye. Motion passed.

Public Appearances: Mayor Kaufert opened for Public Appearances.

Deputy Director Schmidt indicated that the applicant and land surveyor were in attendance to address questions.

Victor Anderson (Lokre Companies, Wausau, WI) indicated the reason they are redeveloping the Atrium site is the building site had 3 zoning categories. He would like to make the zoning uniform to M-1, Multi-Family Residence District. There are no plans to expand what is already on this parcel.

Keith Walkowski (Riverside Land Surveying, LLC, Weston, WI) introduced himself as the surveyor of the subject site. He indicated he was available to answer questions.

Mayor Kaufert closed the Public Appearances.

Public Hearings: None.

Action Items:

- Rezoning – Part of 1313 S. Commercial St. and Parcel No. 02-0618 – Rezone to M-1, Multi-Family Residence District (Ord. No. 2020-01) continued from February 25, 2020.**

Deputy Director Schmidt indicated the intent was to take several single parcels and consolidate to the 125 Byrd Avenue parcel. The city requires one zoning category. This rezoning would change one parcel from R-1, Single Family Residence District to M-1, Multi-Family Residence District and another parcel from C-1, Commercial District to M-1, Multi-Family Residence District. Deputy Director Schmidt presented the Certified Survey Map. He clarified that 125 Byrd Avenue was not being rezoned as it currently is zoned M-1, Multi-Family Residence District.

Mayor Kaufert asked for clarification that the current Vallhaven parcel is zoned M-1, Multi-Family Residence District. Deputy Director Schmidt indicated that it was. He explained the owner is attempting to consolidate the site so that it is one parcel verses multiple parcels.

Ald. Lang explained the lack of questions from the Plan Commission on this item as there was a thorough discussion on this item at the last Plan Commission meeting.

Mayor Kaufert stated there was some concern about the lot at the back being used for constructing a single-family home. He reiterated that the applicant stated there were no plans for this. Mayor Kaufert asked if someone wanted to build a building, would that need to come back to Plan Commission.

Deputy Director Schmidt indicated any development on this site would require Plan Commission approval. Neighbors have expressed concern regarding the construction of a 3-story apartment building in their backyards. He indicated development standards show the building setback will limit where a building could be placed. He displayed the setbacks on a map. He further explained the setbacks restrict any apartment complex from developing in this area.

Member Hancock-Cooke inquired about the parcel on the north side of the site.

Deputy Director Schmidt explained the city purchased that parcel and a portion of 1313 S. Commercial Street. The owner negotiated with the city to purchase this property. The owner didn't need this parcel and the city could utilize it for a potential stormwater pond and increase the marketability of the former Harn's site.

Plan Commission Minutes

April 14, 2020

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Ord. 2020-01

MSC Lang/Ellenberger, Plan Commission recommends Common Council approve Ordinance No. 2020-01 partially rezoning 1313 S. Commercial Street and rezoning parcel number 02-0618-00-00 to M-1, Multi-Family Residence District. All Aye. Motion passed.

2. Certified Survey Map – 3 Lots – S. Commercial Street/Byrd Avenue - *continued from February 25, 2020.*

Deputy Director Schmidt provided an overview indicating the certified survey map will create 3 lots, two of which are city property.

Mayor Kaufert expressed some neighbors were concerned that subsidized housing will be developed in this location. He inquired whether the owner could remodel the current building and asked if the city would provide a permit for such a project.

Deputy Director Schmidt indicated the conversion of the former assisted living facility would require a change of use and this would come back to the Plan Commission. The existing use has been discontinued. To demolish the existing building and build a new apartment complex would also require Plan Commission approval.

Mayor Kaufert clarified that all the permitted uses would be allowed in the M-1, Multi-Family Residence District; however, they would have to come back to Plan Commission for review. Deputy Director Schmidt indicated that is correct.

Member Hancocke-Cooke stated that if the new owner wished to build multi-family housing, the Plan Commission would have no ability to deny the permitted use, but Plan Commission could indicate the type of finishes that would be allowed.

Deputy Director Schmidt indicated there are a number of different types of subsidized housing. We cannot discriminate against low-income housing. However, low-income housing may require Common Council approval if they are requesting city funding.

MSC Kaiser/Ellenberger, Plan Commission approves the 3 lot CSM for the property located along S. Commercial Street and Byrd Avenue. All Aye. Motion passed.

Discussion Items: None.

Announcements and Future Agenda Items:

Next Plan Commission meeting is scheduled for April 28, 2020.

Adjournment: The Commission adjourned its meeting at 4:38 P.M. MSC Ellenberger/Lang. All Aye.


Respectfully Submitted,



Cassandra Kohls
Administrative Assistant, Community Development



M E M O R A N D U M

DATE: April 24, 2020
TO: Mayor Kaufert and Plan Commission
FROM: Brad Schmidt, AICP, Deputy Director 
RE: Site Plan Review – 164 N Lake Street – Building Addition and Storm Water Management Improvements

Request

A site plan has been submitted for a building addition, storm water management improvements, and various site improvements for property located at 164 N. Lake Street.

Consideration

The subject property is about 15 acres in size and is zoned I2, General Industrial District. The site includes an existing 210,000 square-foot manufacturing and warehouse building. The company, VT Industries – Eggers Division, is a national door and millwork manufacturer. There have been numerous additions over the years with the most recent addition completed in, 1999. The applicant is proposing a 45,000 square-foot addition on the north side of the property. The building addition will provide receiving docks, a warehouse/storage area, and manufacturing space. In addition, Building 3, as identified on the site plan, is proposed to be demolished. Finally, the storm water plan on the southeast portion of the site is proposed to be reconstructed as a wet pond and asphalt surfaces will be reconstructed throughout the site. The site plan includes 2 “Future Building” areas. These future additions are not being reviewed as part of this site plan and will need to be submitted when the applicant is ready to proceed with those projects.

The subject property has continuously been used as a wood product manufacturer since at least the early 1900's and the area surrounding the subject property was historically used for industrial and manufacturing purposes. Today, the land use patterns have changed somewhat. Land west of the subject property includes a WE Energies electric substation, a door manufacturer, and a multi-family residential facility. Land north of the subject property is primarily industrial. Land south of the subject property includes a multi-family residential development, a memorial (headstone) manufacturer, a religious institution, and several single-family residences. Finally, land east of the subject property includes a City park (Herb and Dolly Smith Park), a dance studio, and a bar/restaurant.

Development Standards

The I-2 District development standards are listed below. The proposed dimension or size is listed in parentheses next to the standard.

Building Setbacks for Addition:

Side Yard – 10 feet (**31 feet – east property line**)

Rear Yard – 10 feet (**100 feet – north property line**)

Max Height – 100 feet **(28 feet)**

Minimum Off-Street Parking – Less than 200 spaces when accounting for warehouse space in the building **(209 spaces)**

Lot Coverage Maximum – 60% of the total site **(38.3%)**

Landscaping:

Frontage – Minimum 10-foot wide strip extending along the lot adjacent to all road right-of-way shall be landscaped as described below:

- A minimum of one shade tree and three shrubs per 40 linear feet of frontage, excluding driveway openings.
- **120 feet of frontage along Lake Street – 1 shade tree and 9 shrubs required (2 shade trees already within frontage landscape area)**

Storm Water Management:

The proposed development is required to meet the Wisconsin DNR's post-construction storm water management standards since the development disturbs over 43,560 square feet of land. The existing storm water pond is classified as a dry pond. This project proposes that the pond be converted to a wet pond, meaning the pond will retain storm water in it. The pond is also being designed to not only meet the post-construction storm water requirements for the proposed building addition, but also to meet the standards for two future building additions.

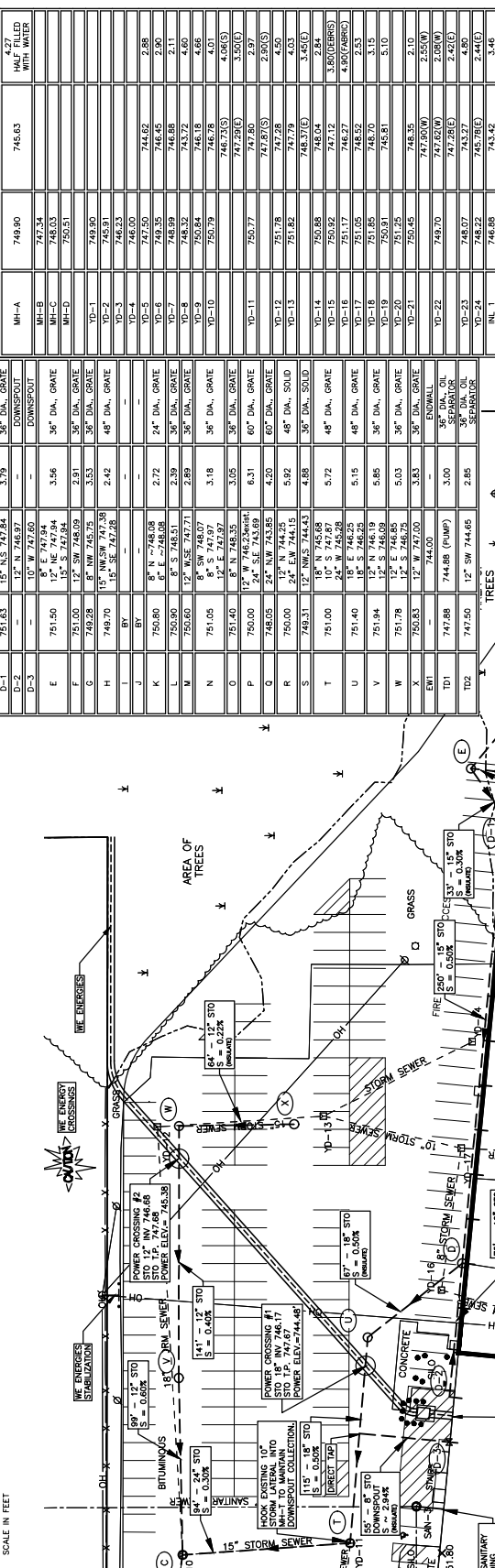
Recommendation

Appropriate action at this time is to approve the site plan for a building addition and storm water management improvements for property located at 164 N. Lake Street subject to the conditions of the site plan review letter.

UTILITY LAYOUT PLAN (NORTHWEST)

WATER MAIN NOTES

- EXISTING WATER MAINS ARE SHOWN FOR REFERENCE PURPOSES. FIRE PROTECTION CONTRACTOR WILL PROVIDE WALL HYDRANTS WHERE NECESSARY FOR FIRE DEPARTMENT HOOK UP. SEE PAGE PLANS FOR HYDRANT LOCATIONS.
- EXISTING FIRE PROTECTION UNDERGROUND MAINS WILL BE RE-ROUTED THROUGH NEW ADDITION AS OVERHEAD UNDERGROUND.



PROPOSED UTILITY SCHEDULE

STRUCTURE ID#	RIM ELEVATION	INVERT ELEVATION	DEPTH TO LOWEST INV. (FT)	INLET TYPE
A	749.70	36" N 744.29	5.41	24" DIA. GRADE
B	751.24	36" E 744.19	6.72	60" DIA. GRADE
C	750.80	12" N 745.50	6.10	72" DIA. GRADE
D	751.63	4" E 748.60	5.04	60" DIA. GRADE
D-1	751.63	15" N.S. 747.84	3.79	36" DIA. GRADE
D-2	751.63	12" N 746.97	2.42	48" DIA. GRADE
D-3	751.63	10" W 747.60	2.42	48" DIA. GRADE
E	751.50	8" E 747.94	3.56	36" DIA. GRADE
F	751.00	12" SW 748.09	2.91	36" DIA. GRADE
G	748.28	15" NW.39 747.38	2.42	48" DIA. GRADE
H	749.70	15" SW 747.48	2.42	48" DIA. GRADE
I	750.80	8" N 748.08	2.72	24" DIA. GRADE
J	750.80	8" E 748.08	2.72	24" DIA. GRADE
K	750.80	8" S 748.08	2.72	24" DIA. GRADE
L	750.80	8" W 748.08	2.72	24" DIA. GRADE
M	750.80	12" SW 748.09	2.91	36" DIA. GRADE
N	751.00	8" S 747.97	3.18	36" DIA. GRADE
O	751.40	8" N 748.35	3.05	36" DIA. GRADE
P	750.00	24" NW 743.85	6.31	60" DIA. GRADE
Q	750.00	24" SE 743.85	6.31	60" DIA. GRADE
R	750.00	24" E.W 744.15	5.92	48" DIA. SOLID
S	749.31	12" N.W.S. 744.43	4.88	36" DIA. SOLID
T	751.00	10" S 747.87	5.72	48" DIA. GRADE
U	751.40	18" E 746.25	5.15	48" DIA. GRADE
V	751.94	12" S 746.09	5.85	36" DIA. GRADE
W	751.78	12" S 746.25	5.03	36" DIA. GRADE
X	750.83	12" W 747.00	3.83	36" DIA. GRADE
Y	744.00	ENDWALL	3.00	36" DIA. OIL
Z	747.88	744.88 (PUMP)	3.00	36" DIA. OIL
TO1	747.50	744.88	2.85	12" SW 744.88
TO2	747.50	744.88	2.85	12" SW 744.88

EXISTING UTILITY SCHEDULE

STRUCTURE ID#	RIM ELEVATION	INVERT ELEVATION	DEPTH TO LOWEST INV. (FT)	INLET TYPE
TO1	747.50	744.88	2.85	12" SW 744.88
TO2	747.50	744.88	2.85	12" SW 744.88

UTILITY PLAN NOTES

- THE LOCATION OF EXISTING UTILITY FACILITIES AS SHOWN ON THE PLAN ARE FOR REFERENCE ONLY. THE CONTRACTOR SHALL VERIFY ALL UTILITIES LOCATED PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL NOTIFY ALL FACILITIES OWNERS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL MAINTAIN ALL UTILITIES UNLESS OTHERWISE SPECIFIED.
- ALL UTILITY CONNECTIONS SHALL BE MADE IN ACCORDANCE WITH THE WISCONSIN STANDARD SPECIFICATIONS FOR SEWER AND WATER.
- THE CONTRACTOR AND/OR OWNER SHALL NOT PROCEED WITH CONSTRUCTION ACTIVITIES UNTIL APPROPRIATE PERMITS/APPROVALS ARE OBTAINED FROM ALL APPLICABLE AGENCIES.
- THE CONTRACTOR SHALL OBTAIN AND PAY FOR ALL NECESSARY PERMITS FOR CONSTRUCTION.
- CONTRACTOR SHALL BE RESPONSIBLE FOR ANY AND ALL DAMAGE RESULTING FROM THE PERFORMANCE OF THE WORK UNDER THIS CONTRACT.
- CONTRACTOR SHALL DISPOSE OF NON-SUITABLE MATERIAL OFF-SITE.

UTILITY LAYOUT PLAN LEGEND

EXISTING CONTOUR
PROPOSED CONTOUR
STORM MAN
WATER MAIN
SANITARY MAN
UTILITY LATERAL
STORM MANHOLE
SANITARY MANHOLE
HYDRANT
WATER VALVE

TOPOGRAPHIC LEGEND

1' 10" DIA. PIPE 10'
1 1/2" 8" DIA. PIPE 10'
2" 6" DIA. PIPE 10'
3" 4" DIA. PIPE 10'
4" 3" DIA. PIPE 10'
5" 2" DIA. PIPE 10'
6" 1 1/2" DIA. PIPE 10'
7" 1 1/4" DIA. PIPE 10'
8" 1 1/2" DIA. PIPE 10'
9" 1 1/4" DIA. PIPE 10'
10" 1 1/2" DIA. PIPE 10'
11" 1 1/4" DIA. PIPE 10'
12" 1 1/2" DIA. PIPE 10'
13" 1 1/4" DIA. PIPE 10'
14" 1 1/2" DIA. PIPE 10'
15" 1 1/4" DIA. PIPE 10'
16" 1 1/2" DIA. PIPE 10'
17" 1 1/4" DIA. PIPE 10'
18" 1 1/2" DIA. PIPE 10'
19" 1 1/4" DIA. PIPE 10'
20" 1 1/2" DIA. PIPE 10'
21" 1 1/4" DIA. PIPE 10'
22" 1 1/2" DIA. PIPE 10'
23" 1 1/4" DIA. PIPE 10'
24" 1 1/2" DIA. PIPE 10'
25" 1 1/4" DIA. PIPE 10'
26" 1 1/2" DIA. PIPE 10'
27" 1 1/4" DIA. PIPE 10'
28" 1 1/2" DIA. PIPE 10'
29" 1 1/4" DIA. PIPE 10'
30" 1 1/2" DIA. PIPE 10'

Keller

PLUMBING • MECHANICAL • ELECTRICAL

164 North Lake St.
NEENAH, WISCONSIN 54956

PHONE: 920.709.1100
FAX: 920.709.1101
WWW.KELLERUSA.COM

Eggers Division

PROPOSED FOR: 164 North Lake St. NEENAH, WISCONSIN

REVISIONS

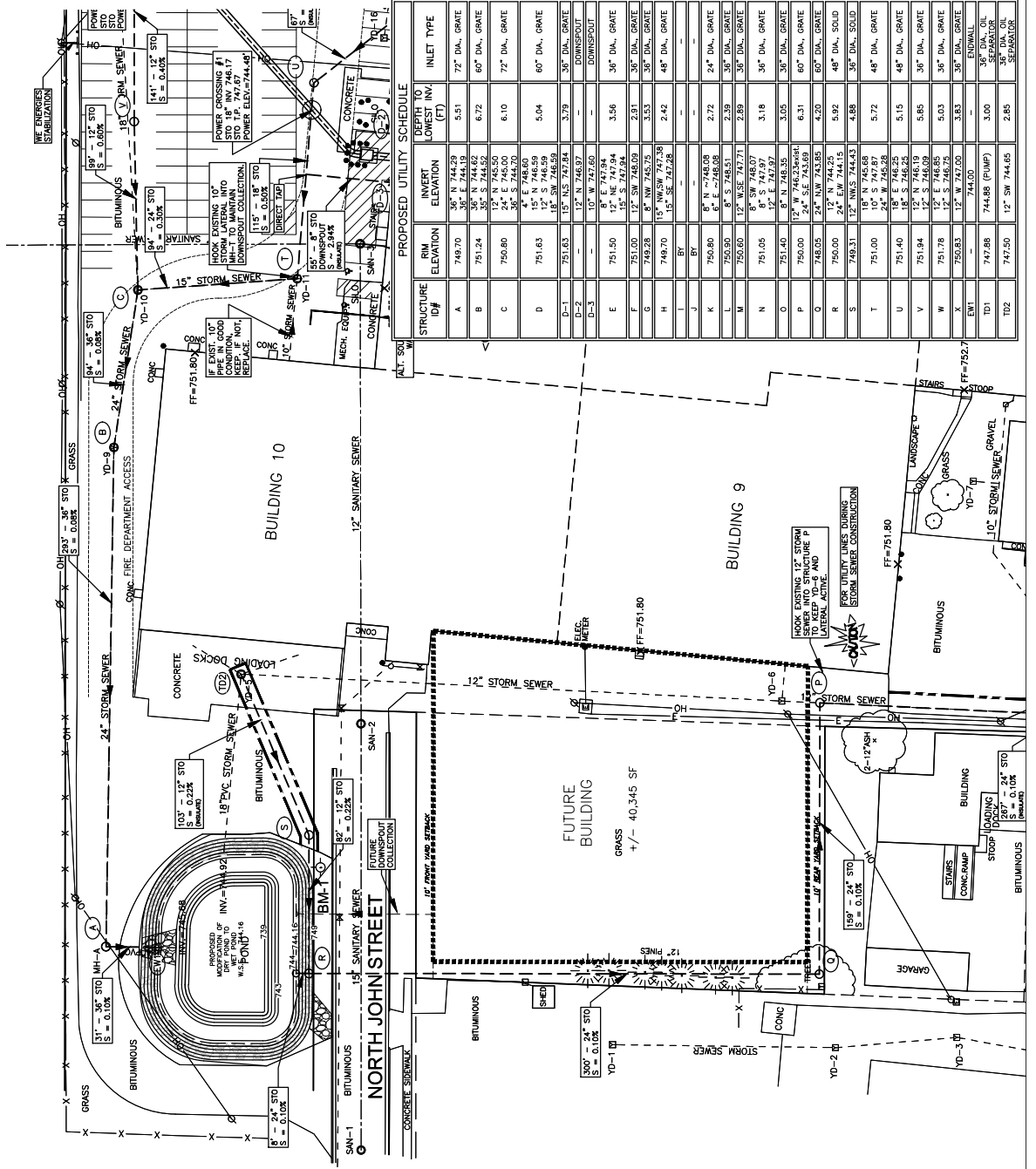
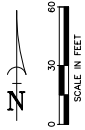
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PROJECT MANAGER: S. WINTERFELD
DESIGNER: T. TISLAU
DRAWN BY: T. TISLAU
EXPIRED: ACM
SUPERVISOR:
PRELIMINARY NO.: P19225
CONTRACT NO.:
DATE: 4/17/2020
SHEET: C3.1

ISSUED FOR CONSTRUCTION-XX/XX/XXXX

NOT FOR CONSTRUCTION

UTILITY LAYOUT PLAN (SOUTHWEST)

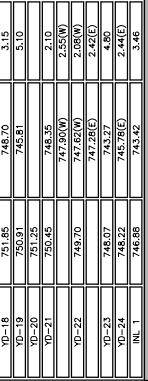
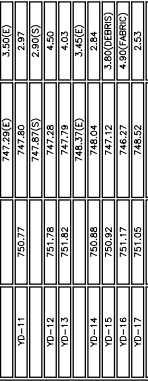


BENCHMARK DATA		
ID	DESCRIPTION	ELEVATION
BM-1	12" DIA. BENCH MARK	725.91
BM-2	12" DIA. BENCH MARK	725.97

EXISTING UTILITY SCHEDULE			
STRUCTURE ID#	RIM ELEVATION	INVERT ELEVATION	STRUCTURE DEPTH (FT)
SM-1	749.35		
SM-2	750.29		
SM-3	751.31	741.28	10.03
MH-A	749.80	746.63	4.27
MH-B	747.24		
MH-C	748.03		
MH-D	750.51		
YO-1	749.50		
YO-2	745.91		
YO-3	746.23		
YO-4	746.00		
YO-5	747.50	744.62	2.88
YO-6	749.35	746.45	2.90
YO-7	750.00	748.79	1.21
YO-8	748.32	746.73	1.59
YO-9	750.84	746.18	4.66
YO-10	750.79	746.78	4.01
YO-11	750.77	746.73(S)	4.04(S)
YO-12	747.28	747.80	0.52
YO-13	751.78	747.80	3.98
YO-14	751.82	747.79	4.03
YO-15	750.88	746.16	4.72
YO-16	750.92	744.12	6.80
YO-17	751.17	746.52	4.65
YO-18	751.05	746.52	4.53
YO-19	750.91	746.81	4.10
YO-20	751.25	746.35	4.90
YO-21	750.45	747.80	2.65
YO-22	748.70	747.80	0.90
YO-23	748.07	747.80	0.27
YO-24	748.32	745.26(E)	3.06(E)
INL-1	746.28	744.42	1.86

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G	748.28	8" NW 745.25	3.53	36" DIA. GRATE
H	749.70	15" NW SW 747.28	2.42	48" DIA. GRATE
I	BY	BY	BY	BY
J	BY	BY	BY	BY
K	750.80	8" N 748.69	2.11	24" DIA. GRATE
L	750.80	6" E 748.08	2.72	36" DIA. GRATE
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W	751.78	12" S 748.05	3.73	36" DIA. GRATE
X	752.83	12" W 747.00	5.83	36" DIA. GRATE
ENT		744.00		36" DIA. GRATE
TD1	747.88	744.88 (PUMP)	3.00	36" DIA. OIL SEPARATOR
TD2	747.50	744.65	2.85	36" DIA. OIL SEPARATOR

UTILITY PLAN NOTES		
1.	THE LOCATION OF EXISTING UTILITY FACILITIES AS SHOWN ON THE PLAN ARE APPROXIMATE. THE CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF ALL UTILITIES LOCATED PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL MAINTAIN ALL UTILITIES LOCATED PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL NOTIFY THE CITY OF MILWAUKEE OF ANY CHANGES TO THE LOCATION OR DEPTH OF UTILITIES LOCATED PRIOR TO CONSTRUCTION.	
2.	ALL UTILITY CONNECTIONS SHALL BE MADE IN ACCORDANCE WITH THE WISCONSIN STANDARD SPECIFICATIONS FOR SEWER AND WATER MAINS.	
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6.	CONTRACTOR SHALL DISPOSE OF NON-SUITABLE MATERIAL OFF-SITE.	



NOT FOR CONSTRUCTION

REVISIONS
1.
2.
3.
4.
5.

PROJECT MANAGER: S. WINTERFELDT
 DESIGNER: T. TISLAU
 DRAWN BY: ACM
 SUPERVISOR:
 PRELIMINARY NO: P19225
 CONTRACT NO:
 DATE: 4/17/2020
 SHEET: C3.3

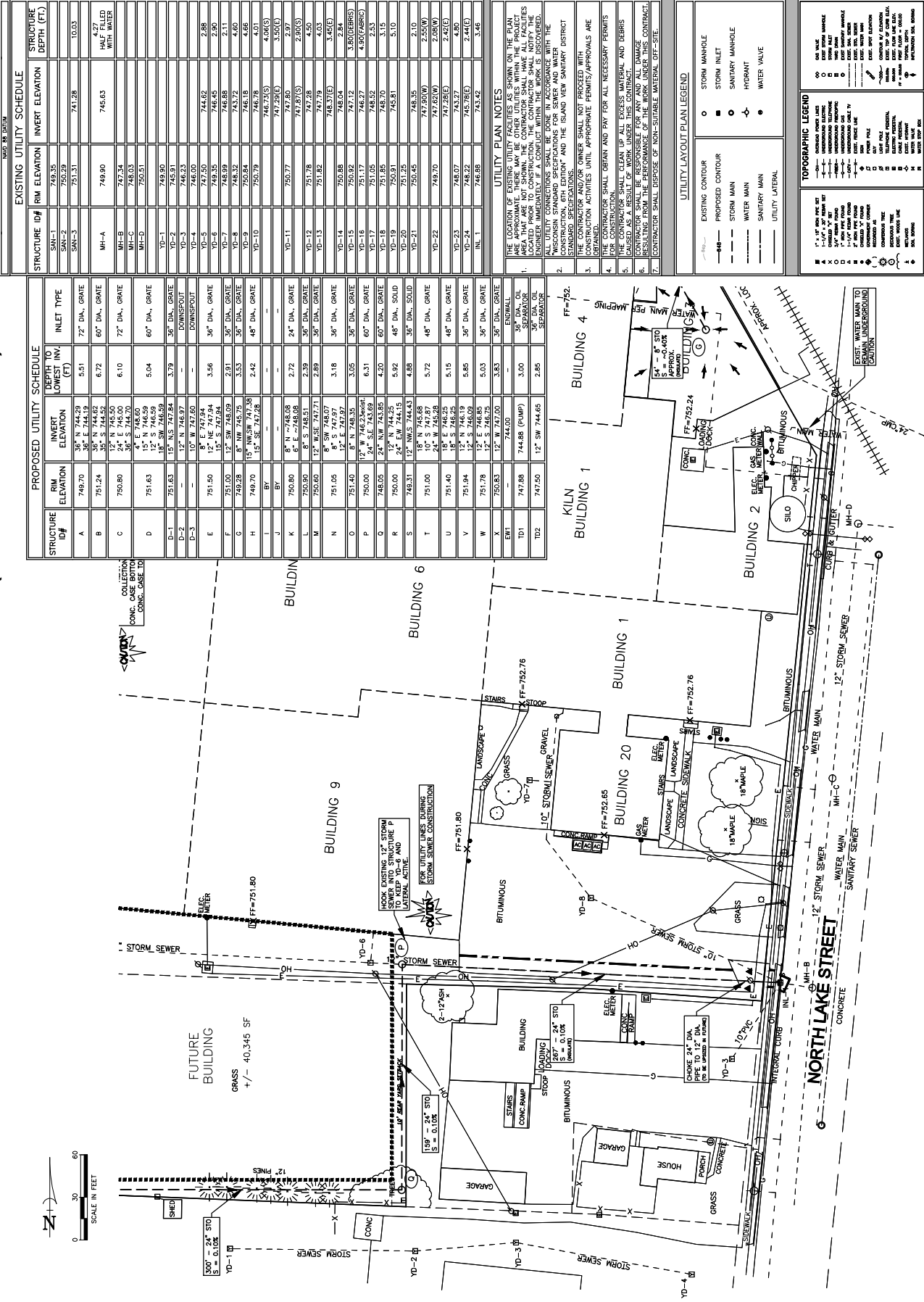
ISSUED FOR CONSTRUCTION-XX/XX/XXXX

PROPOSED FOR: EGGER'S DIVISION
 164 North Lake St.
 NEENAH, WISCONSIN

Keller
 PLUMBING AND MECHANICAL CONTRACTORS
 1100 N. JEFFERSON AVE.
 MILWAUKEE, WI 53233
 PHONE: 414.224.3300
 FAX: 414.224.3301
 WWW.KELLERUSA.COM

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UTILITY LAYOUT PLAN (SOUTHEAST)



BENCHMARK DATA		ELEVATION	
NO.	DESCRIPTION	NO.	DESCRIPTION
BM-1	5/4 BELL ON HYDRANT	102.51	
BM-2	5/4 BELL ON HYDRANT	102.57	

EXISTING UTILITY SCHEDULE			
STRUCTURE ID#	RIM ELEVATION	INVERT ELEVATION	STRUCTURE DEPTH (FT)
SM-1	749.35	741.28	10.03
SM-2	750.29	741.28	10.03
SM-3	751.31	741.28	10.03
MH-A	749.80	746.63	4.27
MH-B	749.80	746.63	4.27
MH-C	749.80	746.63	4.27
MH-D	749.80	746.63	4.27
YD-1	749.80	746.63	4.27
YD-2	749.80	746.63	4.27
YD-3	749.80	746.63	4.27
YD-4	749.80	746.63	4.27
YD-5	749.80	746.63	4.27
YD-6	749.80	746.63	4.27
YD-7	749.80	746.63	4.27
YD-8	749.80	746.63	4.27
YD-9	749.80	746.63	4.27
YD-10	749.80	746.63	4.27
YD-11	749.80	746.63	4.27
YD-12	749.80	746.63	4.27
YD-13	749.80	746.63	4.27
YD-14	749.80	746.63	4.27
YD-15	749.80	746.63	4.27
YD-16	749.80	746.63	4.27
YD-17	749.80	746.63	4.27
YD-18	749.80	746.63	4.27
YD-19	749.80	746.63	4.27
YD-20	749.80	746.63	4.27
YD-21	749.80	746.63	4.27
YD-22	749.80	746.63	4.27
YD-23	749.80	746.63	4.27
YD-24	749.80	746.63	4.27
IN-1	749.80	746.63	4.27

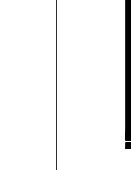
PROPOSED UTILITY SCHEDULE			
STRUCTURE ID#	RIM ELEVATION	INVERT ELEVATION	DEPTH TO LOWEST INVERT (FT)
A	749.70	744.29	5.51
B	751.24	744.62	6.72
C	750.80	745.00	6.10
D	751.63	745.00	5.64
D-1	751.63	745.00	3.79
D-2	751.63	745.00	3.79
E	751.50	747.04	3.56
F	751.00	747.04	2.91
G	748.28	747.04	3.53
H	749.70	747.04	2.42
I	BY	BY	BY
J	BY	BY	BY
K	750.80	746.08	2.72
L	750.80	746.08	2.72
M	750.60	747.71	2.89
N	751.00	747.04	3.18
O	751.40	747.04	3.05
P	750.00	746.08	6.31
Q	748.00	743.85	4.20
R	750.00	744.25	5.92
S	749.31	744.43	4.88
T	751.00	747.87	5.72
U	751.40	748.25	5.15
V	751.40	748.25	5.15
W	751.78	748.75	5.03
X	750.83	747.00	3.83
Y	744.00	744.00	0.00
Z	744.00	744.00	0.00
YD-1	749.80	746.63	3.00
YD-2	749.80	746.63	3.00
YD-3	749.80	746.63	3.00
YD-4	749.80	746.63	3.00
YD-5	749.80	746.63	3.00
YD-6	749.80	746.63	3.00
YD-7	749.80	746.63	3.00
YD-8	749.80	746.63	3.00
YD-9	749.80	746.63	3.00
YD-10	749.80	746.63	3.00
YD-11	749.80	746.63	3.00
YD-12	749.80	746.63	3.00
YD-13	749.80	746.63	3.00
YD-14	749.80	746.63	3.00
YD-15	749.80	746.63	3.00
YD-16	749.80	746.63	3.00
YD-17	749.80	746.63	3.00
YD-18	749.80	746.63	3.00
YD-19	749.80	746.63	3.00
YD-20	749.80	746.63	3.00
YD-21	749.80	746.63	3.00
YD-22	749.80	746.63	3.00
YD-23	749.80	746.63	3.00
YD-24	749.80	746.63	3.00
IN-1	749.80	746.63	3.00

UTILITY PLAN NOTES			
1.	THE LOCATION OF EXISTING UTILITY FACILITIES AS SHOWN ON THE PLAN ARE FOR INFORMATION ONLY. THE CONTRACTOR SHALL MAKE ALL FACILITIES LOCATED PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL NOTIFY THE OWNER IMMEDIATELY IN WRITING OF ANY DISCREPANCIES OR OMISSIONS.		
2.	ALL UTILITY CONNECTIONS SHALL BE MADE IN ACCORDANCE WITH THE WISCONSIN STANDARD SPECIFICATIONS FOR SEWER AND WATER.		
3.	THE CONTRACTOR SHALL OBTAIN AND PAY FOR ALL NECESSARY PERMITS FOR CONSTRUCTION.		
4.	THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY AND ALL DAMAGE RESULTING FROM THE PERFORMANCE OF THE WORK UNDER THIS CONTRACT.		
5.	CONTRACTOR SHALL DISPOSE OF NON-SUITABLE MATERIAL OFF-SITE.		
6.	CONTRACTOR SHALL OBTAIN AND PAY FOR ALL NECESSARY PERMITS FOR CONSTRUCTION.		
7.	CONTRACTOR SHALL BE RESPONSIBLE FOR ANY AND ALL DAMAGE RESULTING FROM THE PERFORMANCE OF THE WORK UNDER THIS CONTRACT.		
8.	CONTRACTOR SHALL DISPOSE OF NON-SUITABLE MATERIAL OFF-SITE.		

TOPOGRAPHIC LEGEND			
1'	1" = 10' HORIZONTAL	1" = 10' VERTICAL	1" = 10' HORIZONTAL
2'	2" = 20' HORIZONTAL	2" = 20' VERTICAL	2" = 20' HORIZONTAL
3'	3" = 30' HORIZONTAL	3" = 30' VERTICAL	3" = 30' HORIZONTAL
4'	4" = 40' HORIZONTAL	4" = 40' VERTICAL	4" = 40' HORIZONTAL
5'	5" = 50' HORIZONTAL	5" = 50' VERTICAL	5" = 50' HORIZONTAL
6'	6" = 60' HORIZONTAL	6" = 60' VERTICAL	6" = 60' HORIZONTAL
7'	7" = 70' HORIZONTAL	7" = 70' VERTICAL	7" = 70' HORIZONTAL
8'	8" = 80' HORIZONTAL	8" = 80' VERTICAL	8" = 80' HORIZONTAL
9'	9" = 90' HORIZONTAL	9" = 90' VERTICAL	9" = 90' HORIZONTAL
10'	10" = 100' HORIZONTAL	10" = 100' VERTICAL	10" = 100' HORIZONTAL

UTILITY LAYOUT PLAN LEGEND			
EXISTING CONTOUR	PROPOSED CONTOUR	STORM MANHOLE	STORM INLET
WATER MAIN	WATER MAIN	SANITARY MANHOLE	SANITARY INLET
WATER VALVE	WATER VALVE	HYDRANT	HYDRANT
UTILITY LATERAL	UTILITY LATERAL	WATER VALVE	WATER VALVE

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 FAX 817-340-1001
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 NEENAH, WISCONSIN

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REVISIONS	
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4.	
5.	

PROJECT MANAGER: S. WINTERFELD
 DESIGNER: T. TESLAU
 DRAWN BY: T. TESLAU
 EXPEDITOR: ACM
 SUPERVISOR:
 PRELIMINARY NO: P190225
 CONTRACT NO:
 DATE: 4/17/2020
 SHEET: **C3.4**

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NEENAH, WI 54956

ISSUED FOR CONSTRUCTION-XX/XX/XXXX

DATE: 4/17/2020
SHEET: **C4.1**

REVISIONS

1	
2	
3	
4	

PROJECT MANAGER: S. WINTERFELDT
DESIGNER: T. TISLAU
DRAWN BY: ACM
EXPEDITOR: ACM
SUPERVISOR:
PRELIMINARY NO: P19225
CONTRACT NO:
DATE: 4/17/2020
SHEET: **C4.1**

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BENCHMARK DATA

NO.	DESCRIPTION	BENCH MARK
BM-1	1/4" X 1/4" X 1/4" WOOD	752.01
BM-2	1/4" X 1/4" X 1/4" WOOD	752.02

DRAINAGE PLAN NOTES

- THE LOCATION OF EXISTING UTILITY FACILITIES AS SHOWN ON THE PLAN SHALL BE MAINTAINED THROUGHOUT THE PROJECT.
- THE CONTRACTOR SHALL NOTIFY THE CITY OF MEWAHNSVILLE PRIOR TO CONSTRUCTION OF ANY EXISTING UTILITY FACILITIES.
- ALL WORK UNDER THIS CONTRACT SHALL BE DONE IN ACCORDANCE WITH THE CITY OF MEWAHNSVILLE STANDARDS, ALONG WITH THE LATEST EDITION OF THE STATE OF WISCONSIN D.O.T. STANDARD SPECIFICATIONS FOR HIGHWAYS AND BRIDGES.
- REFER TO ASHRAE CODE 90.1-2010, THE FINISHED GRADE OF THE SOIL SHALL BE MAINTAINED THROUGHOUT THE PROJECT.
- THE LANDSCAPER SHALL UTILIZE THE PROPOSED ELEVATIONS, THE FINISHED GRADE OF THE SOIL SHALL BE MAINTAINED THROUGHOUT THE PROJECT.
- CONSTRUCTION ACTIVITIES SHALL NOT PROCEED WITH PERMITS AND APPROVALS FROM THE CITY OF MEWAHNSVILLE.
- THE CONTRACTOR SHALL OBTAIN AND PAY FOR ALL NECESSARY PERMITS FOR CONSTRUCTION.
- ALL EXISTING UTILITIES SHALL BE MAINTAINED THROUGHOUT THE PROJECT.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY AND ALL DAMAGE RESULTING FROM THE PERFORMANCE OF THE WORK UNDER THIS CONTRACT.
- CONTRACTOR SHALL DISPOSE OF NON-SUITABLE MATERIAL OFF-SITE.

DRAINAGE PLAN LEGEND

- EXISTING CONTOUR
PROPOSED CONTOUR
STORM SEWER MANHOLE
2" X 3" PRECAST STORM INLET
PROPOSED ELEVATION
PERTINENT DITCH OR SWALE ELEVATION
EXISTING ELEVATION
PROPOSED GROUND AT FOUNDATION
DIRECTION OF DRAINAGE

TOPOGRAPHIC LEGEND

- 1" X 1" X 1" CONCRETE
- 2" X 3" PRECAST STORM INLET
- 2" X 3" PRECAST STORM MANHOLE
- 2" X 3" PRECAST STORM INLET
- 2" X 3" PRECAST STORM MANHOLE
- 2" X 3" PRECAST STORM INLET
- 2" X 3" PRECAST STORM MANHOLE
- 2" X 3" PRECAST STORM INLET
- 2" X 3" PRECAST STORM MANHOLE
- 2" X 3" PRECAST STORM INLET
- 2" X 3" PRECAST STORM MANHOLE
- 2" X 3" PRECAST STORM INLET
- 2" X 3" PRECAST STORM MANHOLE
- 2" X 3" PRECAST STORM INLET
- 2" X 3" PRECAST STORM MANHOLE
- 2" X 3" PRECAST STORM INLET
- 2" X 3" PRECAST STORM MANHOLE

DRAINAGE PLAN (NORTHWEST)



SCALE IN FEET

0 30 60

N

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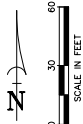
CONC

CONC

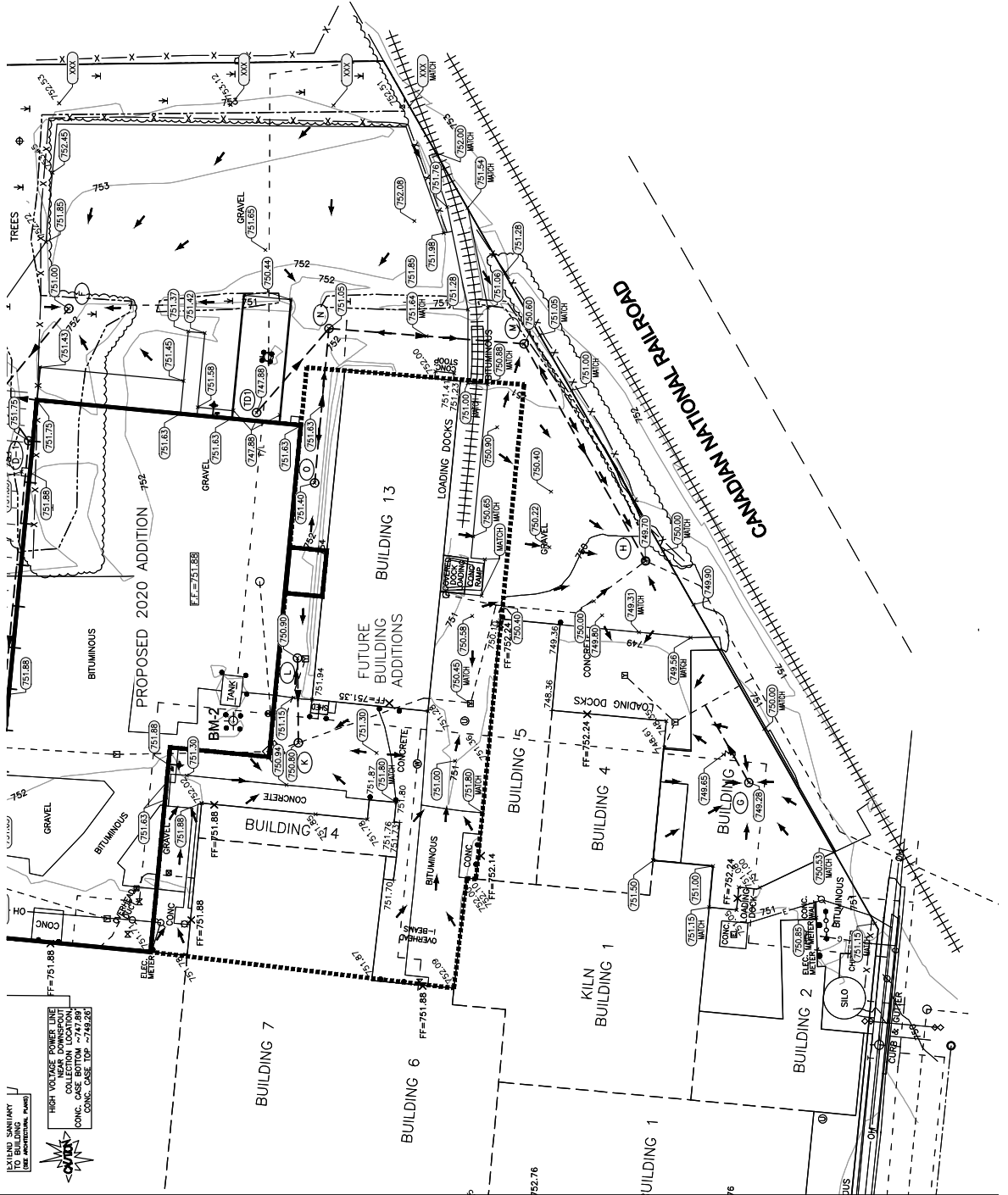
CONC

CONC

DRAINAGE PLAN (NORTHEAST)



NEARBY SHEDDARY TO BUILDING (SEE ARCHITECTURAL PLANS)
 HIGH VOLTAGE OVERHEAD POWER LINE
 COLLECTION LOCATION
 CONC. CURB CASE TOP - 749.25



NO.	DESCRIPTION	BENCHMARK DATA	ELEVATION
BM-1	1/4" DIA. CONCRETE	WMP 20 JUMBO	751.01
BM-2	1/4" DIA. CONCRETE	WMP 20 JUMBO	752.77

DRAINAGE PLAN NOTES

THE LOCATION OF EXISTING UTILITY FACILITIES AS SHOWN ON THE PLAN AREA THAT ARE NOT SHOWN THE CONTRACTOR SHALL THINK ALL FACILITIES LOCATED PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL NOTIFY THE CITY OF MEENAH'S STANDARD SPECIFICATIONS, ALONG WITH THE LATEST EDITION OF THE STATE OF WISCONSIN D.O.T. STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF MEENAH AND ANY FEDERAL OR ANY OTHER AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF MEENAH AND ANY FEDERAL OR ANY OTHER AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF MEENAH AND ANY FEDERAL OR ANY OTHER AGENCIES.

DRAINAGE PLAN LEGEND	
EXISTING CONTOUR	PROPOSED ELEVATION
PROPOSED CONTOUR	FERTILENT DITCH OR SWALE ELEVATION
STORM SEWER MAN	EXISTING ELEVATION
STORM MANHOLE	PROPOSED GROUND AT FOUNDATION
7' X 3' PRECAST STORM INLET	DIRECTION OF DRAINAGE

TOPOGRAPHIC LEGEND	
1" DIA. PIPE	1" DIA. PIPE
2" DIA. PIPE	2" DIA. PIPE
4" DIA. PIPE	4" DIA. PIPE
6" DIA. PIPE	6" DIA. PIPE
8" DIA. PIPE	8" DIA. PIPE
12" DIA. PIPE	12" DIA. PIPE
18" DIA. PIPE	18" DIA. PIPE
24" DIA. PIPE	24" DIA. PIPE
30" DIA. PIPE	30" DIA. PIPE
36" DIA. PIPE	36" DIA. PIPE
42" DIA. PIPE	42" DIA. PIPE
48" DIA. PIPE	48" DIA. PIPE
54" DIA. PIPE	54" DIA. PIPE
60" DIA. PIPE	60" DIA. PIPE
66" DIA. PIPE	66" DIA. PIPE
72" DIA. PIPE	72" DIA. PIPE
78" DIA. PIPE	78" DIA. PIPE
84" DIA. PIPE	84" DIA. PIPE
90" DIA. PIPE	90" DIA. PIPE
96" DIA. PIPE	96" DIA. PIPE
102" DIA. PIPE	102" DIA. PIPE
108" DIA. PIPE	108" DIA. PIPE
114" DIA. PIPE	114" DIA. PIPE
120" DIA. PIPE	120" DIA. PIPE
126" DIA. PIPE	126" DIA. PIPE
132" DIA. PIPE	132" DIA. PIPE
138" DIA. PIPE	138" DIA. PIPE
144" DIA. PIPE	144" DIA. PIPE
150" DIA. PIPE	150" DIA. PIPE
156" DIA. PIPE	156" DIA. PIPE
162" DIA. PIPE	162" DIA. PIPE
168" DIA. PIPE	168" DIA. PIPE
174" DIA. PIPE	174" DIA. PIPE
180" DIA. PIPE	180" DIA. PIPE
186" DIA. PIPE	186" DIA. PIPE
192" DIA. PIPE	192" DIA. PIPE
198" DIA. PIPE	198" DIA. PIPE
204" DIA. PIPE	204" DIA. PIPE
210" DIA. PIPE	210" DIA. PIPE
216" DIA. PIPE	216" DIA. PIPE
222" DIA. PIPE	222" DIA. PIPE
228" DIA. PIPE	228" DIA. PIPE
234" DIA. PIPE	234" DIA. PIPE
240" DIA. PIPE	240" DIA. PIPE
246" DIA. PIPE	246" DIA. PIPE
252" DIA. PIPE	252" DIA. PIPE
258" DIA. PIPE	258" DIA. PIPE
264" DIA. PIPE	264" DIA. PIPE
270" DIA. PIPE	270" DIA. PIPE
276" DIA. PIPE	276" DIA. PIPE
282" DIA. PIPE	282" DIA. PIPE
288" DIA. PIPE	288" DIA. PIPE
294" DIA. PIPE	294" DIA. PIPE
300" DIA. PIPE	300" DIA. PIPE

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MEENAH, WISCONSIN
 164 North Lake St.
 MEENAH, WISCONSIN 53051

PROPOSED FOR:
EGBERS DIVISION
 164 North Lake St.
 MEENAH, WISCONSIN

ISSUED FOR CONSTRUCTION-XX/XX/XXXX

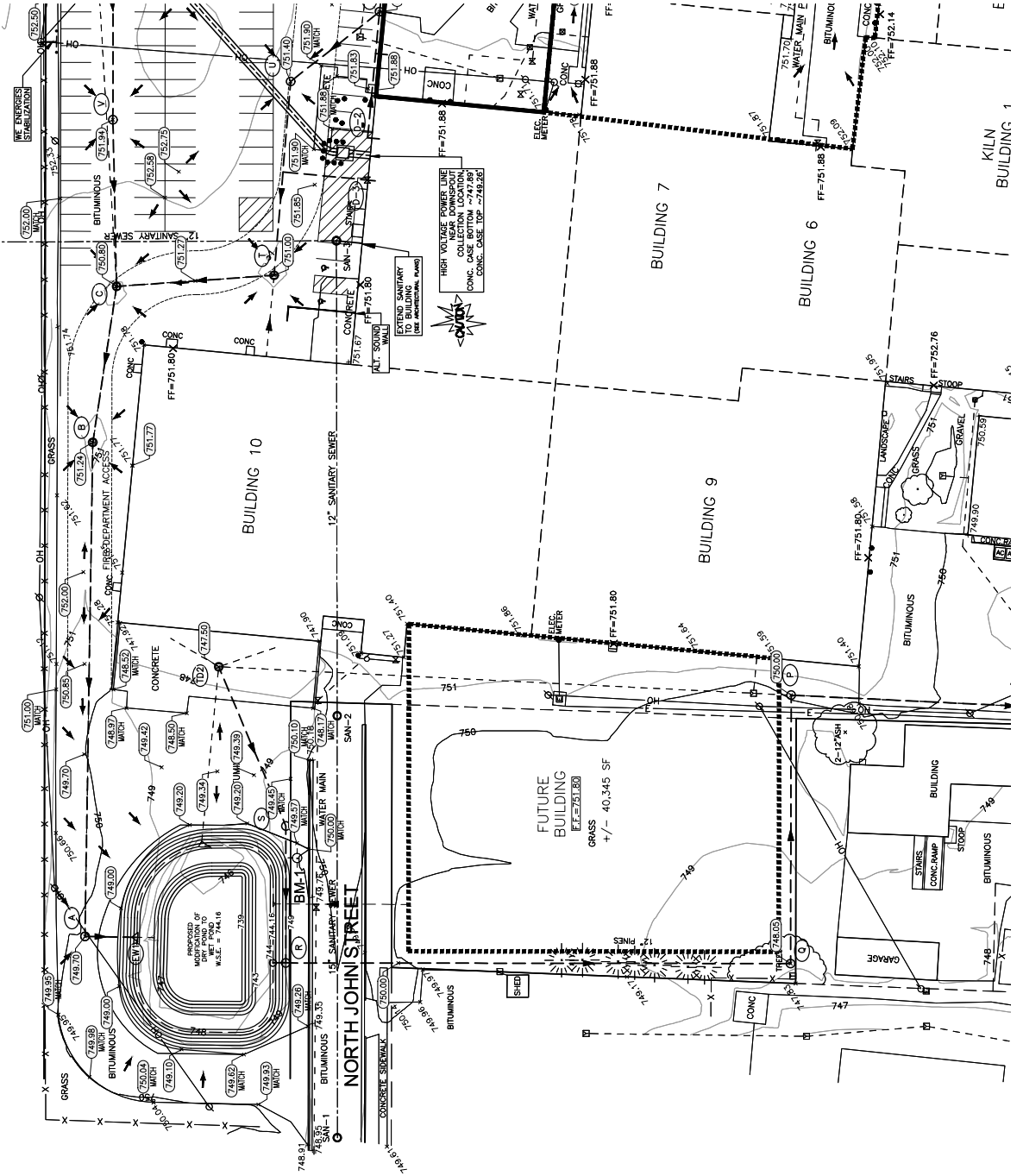
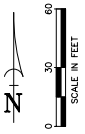
PROJECT MANAGER: S. WINTERFELD
 DESIGNER: T. TISLAU
 DRAWN BY: T. TISLAU
 EXPEDITOR: ACM

PRELIMINARY NO: P19225
 CONTRACT NO: 4171/2020
 DATE: 4/17/2020
 SHEET: C4.2

REVISIONS

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DRAINAGE PLAN (SOUTHWEST)



BENCHMARK DATA	
NO. 1	E. ELEVATION
NO. 2	E. ELEVATION
NO. 3	E. ELEVATION

DRAINAGE PLAN NOTES

- THE LOCATION OF EXISTING UTILITY FACILITIES AS SHOWN ON THE PLAN ARE NOT TO BE TAKEN AS GUARANTEE. THE CONTRACTOR SHALL VERIFY ALL FACILITIES LOCATED PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL MARK ALL FACILITIES.
- ALL WORK UNDER THIS CONTRACT SHALL BE DONE IN ACCORDANCE WITH THE CITY OF MEENAH'S STANDARD SPECIFICATIONS, ALONG WITH THE LATEST EDITION OF THE STATE OF WISCONSIN D.O.T. STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION.
- PER WISCONSIN CODE CHAPTER 211.20, THE FINISHED GRADE OF THE SOIL SHALL SLOPE AWAY FROM THE DWELLING AT A RATE OF AT LEAST 1/4 INCH PER FOOT TO A MINIMUM DISTANCE OF 10 FEET, OR TO THE LOT LINE, UNLESS OTHERWISE SPECIFIED.
- THE LANDSCAPER SHALL UTILIZE THE PROPOSED ELEVATIONS, THE DRAINAGE PLAN AND THE SOIL REPORT TO DETERMINE ELEVATION TO ANY PEDESTAL OR ANY OTHER CONSTRUCTION ACTIVITIES UNTIL APPROPRIATE PERMITS/APPROVALS ARE OBTAINED.
- THE CONTRACTOR SHALL OBTAIN AND PAY FOR ALL NECESSARY PERMITS FOR CONSTRUCTION.
- THE CONTRACTOR SHALL OBTAIN AND PAY FOR ALL NECESSARY PERMITS FOR CONSTRUCTION.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY AND ALL DAMAGE RESULTING FROM THE PERFORMANCE OF THE WORK UNDER THIS CONTRACT.
- CONTRACTOR SHALL DISPOSE OF NON-SUITABLE MATERIAL OFF-SITE.

DRAINAGE PLAN LEGEND

X 000.00	PROPOSED ELEVATION
X (000.00)	PERTINENT DITCH OR SWALE ELEVATION
- - - -	EXISTING ELEVATION
O	STORM MANHOLE
O	7' X 3' PRECAST STORM INLET
- - - -	DIRECTION OF DRAINAGE

TOPOGRAPHIC LEGEND

1'	1% GRADE
2'	2% GRADE
3'	3% GRADE
4'	4% GRADE
5'	5% GRADE
6'	6% GRADE
7'	7% GRADE
8'	8% GRADE
9'	9% GRADE
10'	10% GRADE
11'	11% GRADE
12'	12% GRADE
13'	13% GRADE
14'	14% GRADE
15'	15% GRADE
16'	16% GRADE
17'	17% GRADE
18'	18% GRADE
19'	19% GRADE
20'	20% GRADE
21'	21% GRADE
22'	22% GRADE
23'	23% GRADE
24'	24% GRADE
25'	25% GRADE
26'	26% GRADE
27'	27% GRADE
28'	28% GRADE
29'	29% GRADE
30'	30% GRADE
31'	31% GRADE
32'	32% GRADE
33'	33% GRADE
34'	34% GRADE
35'	35% GRADE
36'	36% GRADE
37'	37% GRADE
38'	38% GRADE
39'	39% GRADE
40'	40% GRADE
41'	41% GRADE
42'	42% GRADE
43'	43% GRADE
44'	44% GRADE
45'	45% GRADE
46'	46% GRADE
47'	47% GRADE
48'	48% GRADE
49'	49% GRADE
50'	50% GRADE

PROPOSED FOR:
EGGERS DIVISION
164 North Lake St.
MEENAH, WISCONSIN

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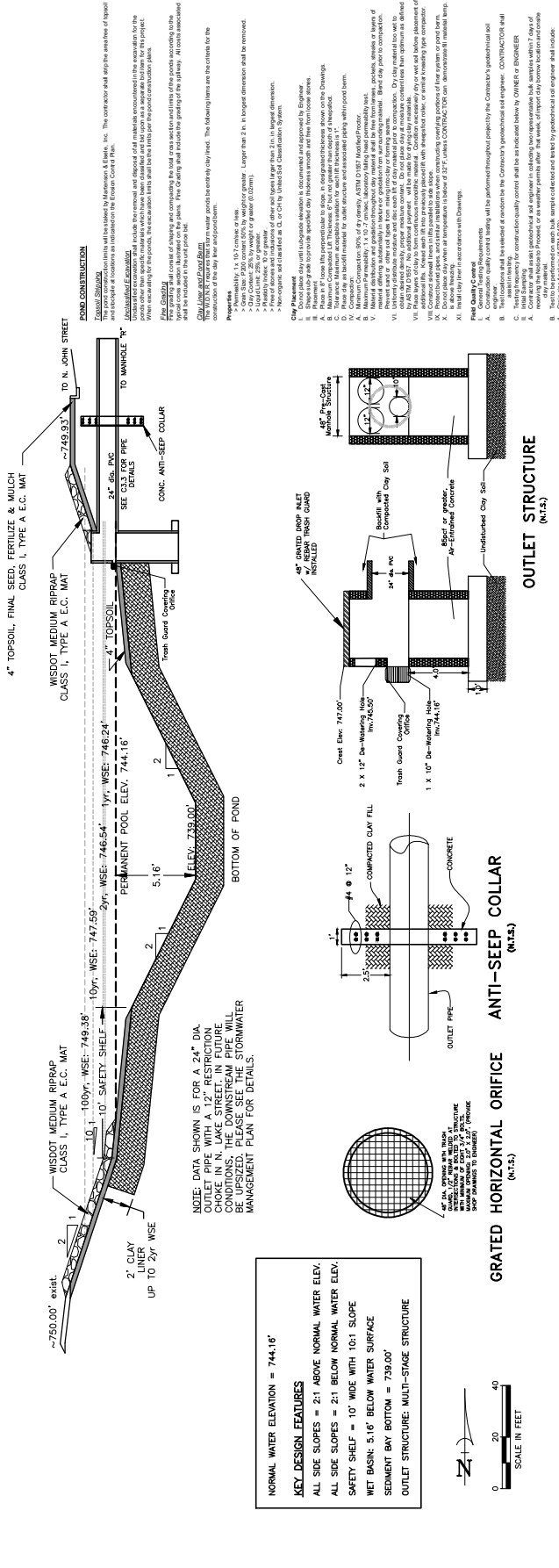
PROJECT MANAGER: S. WINTERFELD
DESIGNER: T. TISLAU
DRAWN BY: T. TISLAU
EXPIRED: ACM
SUPERVISOR:
PRELIMINARY NO.: P19225
CONTRACT NO.:
DATE: 4/17/2020
SHEET: **C4.3**

ISSUED FOR CONSTRUCTION-XX/XX/XXXX

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P.O. BOX 1200
P.O. BOX 1300
P.O. BOX 1400
P.O. BOX 1500
P.O. BOX 1600
P.O. BOX 1700
P.O. BOX 1800
P.O. BOX 1900
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P.O. BOX 2200
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P.O. BOX 2700
P.O. BOX 2800
P.O. BOX 2900
P.O. BOX 3000
P.O. BOX 3100
P.O. BOX 3200
P.O. BOX 3300
P.O. BOX 3400
P.O. BOX 3500
P.O. BOX 3600
P.O. BOX 3700
P.O. BOX 3800
P.O. BOX 3900
P.O. BOX 4000

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POND DETAIL SHEET



NORMAL WATER ELEVATION = 744.16'

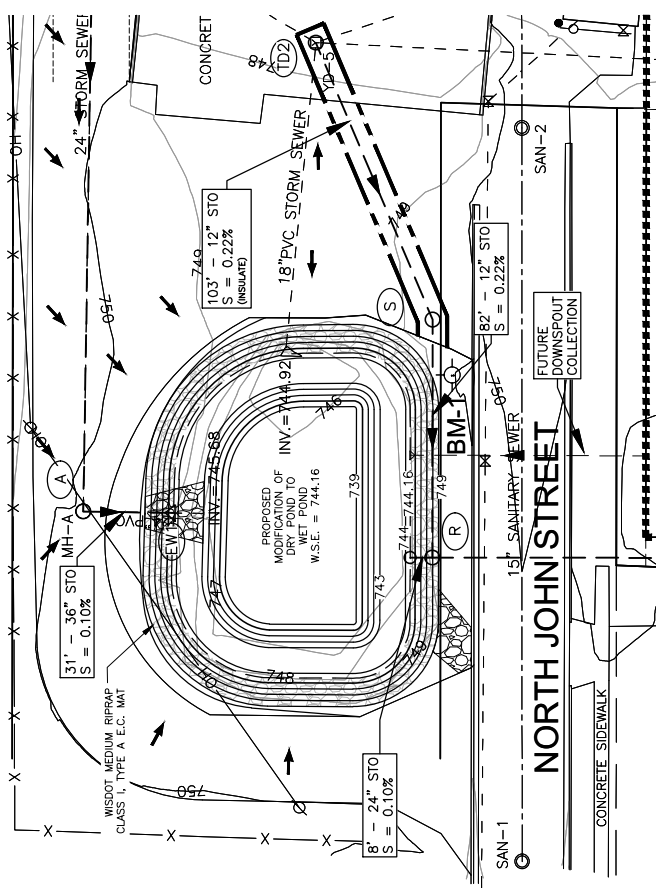
KEY DESIGN FEATURES

- ALL SIDE SLOPES = 2:1 ABOVE NORMAL WATER ELEV.
- ALL SIDE SLOPES = 2:1 BELOW NORMAL WATER ELEV.
- SAFETY SHELVE = 10' WIDE WITH 10:1 SLOPE
- WET BASIN: 5.16' BELOW WATER SURFACE
- SEDIMENT BAY BOTTOM = 739.00'
- OUTLET STRUCTURE: MULTI-STAGE STRUCTURE

GRATED HORIZONTAL ORIFICE ANTI-SEEP COLLAR (N1.3)

OUTLET STRUCTURE (N1.3)

EMERGENCY/WEIR OUTLET STRUCTURE (N1.3)



KEY DESIGN FEATURES

- ALL SIDE SLOPES = 2:1 ABOVE NORMAL WATER ELEV.
- ALL SIDE SLOPES = 2:1 BELOW NORMAL WATER ELEV.
- SAFETY SHELVE = 10' WIDE WITH 10:1 SLOPE
- WET BASIN: 5.16' BELOW WATER SURFACE
- SEDIMENT BAY BOTTOM = 739.00'
- OUTLET STRUCTURE: MULTI-STAGE STRUCTURE

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EGGERS DIVISION

PROPOSED FOR:

164 North Lake St.
NEENAH, WISCONSIN

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REVISIONS

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PROJECT MANAGER: T. WINTERFELD
DESIGNER: T. TESAU
DRAWN BY: ACM
EXPIEDITOR:
SUPERVISOR:

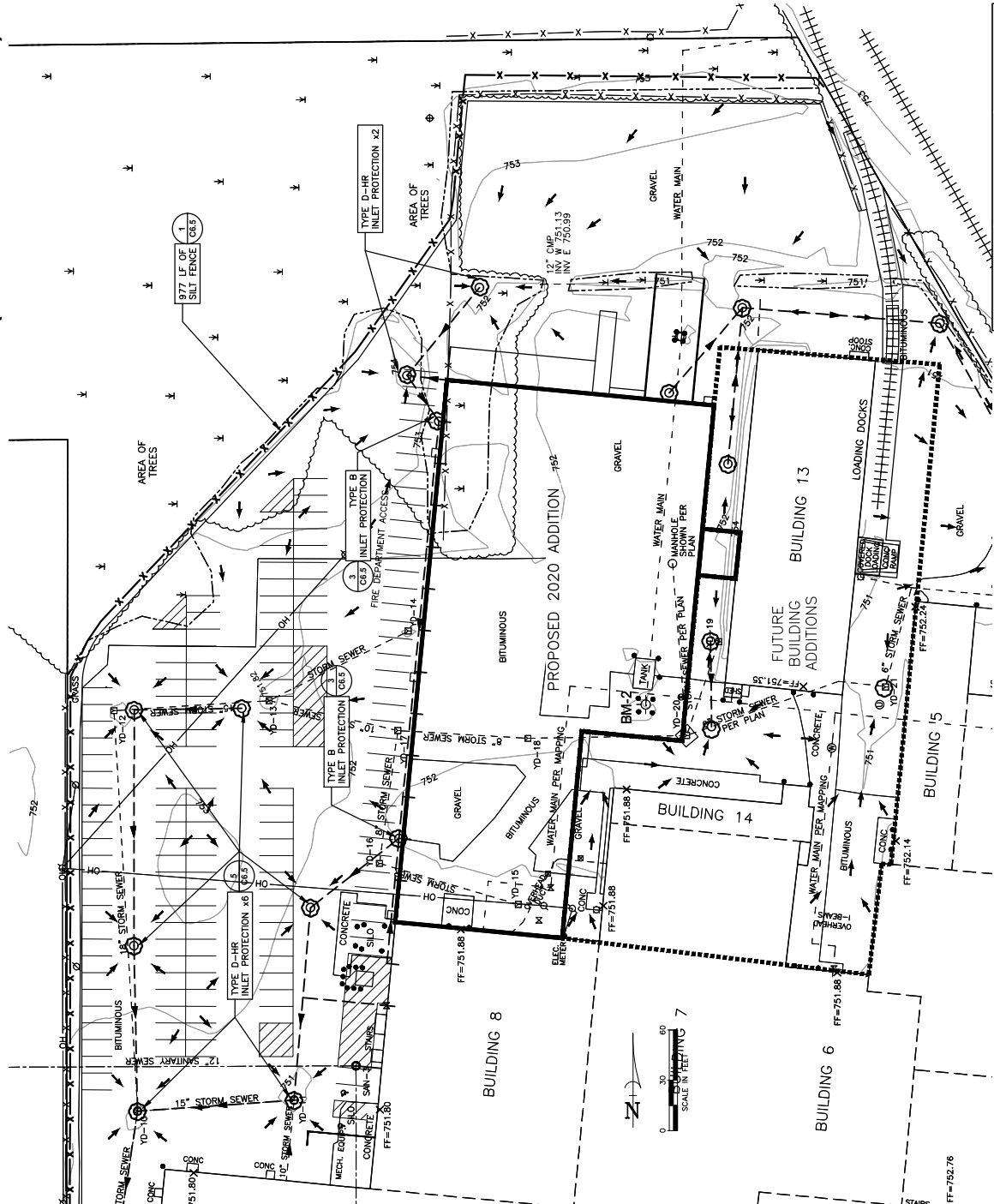
PRELIMINARY NO.: P19225
CONTRACT NO.:

DATE: 4/17/2020
SHEET: C5.1

ISSUED FOR CONSTRUCTION-XX/XX/XXXX

NOT FOR CONSTRUCTION

EROSION CONTROL PLAN (NORTHWEST)



TOPOGRAPHIC LEGEND

○	1" x 1" WITH PER 15
○	2" x 2" WITH PER 15
○	4" x 4" WITH PER 15
○	6" x 6" WITH PER 15
○	8" x 8" WITH PER 15
○	12" x 12" WITH PER 15
○	18" x 18" WITH PER 15
○	24" x 24" WITH PER 15
○	36" x 36" WITH PER 15
○	48" x 48" WITH PER 15
○	60" x 60" WITH PER 15
○	72" x 72" WITH PER 15
○	84" x 84" WITH PER 15
○	96" x 96" WITH PER 15
○	108" x 108" WITH PER 15
○	120" x 120" WITH PER 15
○	132" x 132" WITH PER 15
○	144" x 144" WITH PER 15
○	156" x 156" WITH PER 15
○	168" x 168" WITH PER 15
○	180" x 180" WITH PER 15
○	192" x 192" WITH PER 15
○	204" x 204" WITH PER 15
○	216" x 216" WITH PER 15
○	228" x 228" WITH PER 15
○	240" x 240" WITH PER 15
○	252" x 252" WITH PER 15
○	264" x 264" WITH PER 15
○	276" x 276" WITH PER 15
○	288" x 288" WITH PER 15
○	300" x 300" WITH PER 15
○	312" x 312" WITH PER 15
○	324" x 324" WITH PER 15
○	336" x 336" WITH PER 15
○	348" x 348" WITH PER 15
○	360" x 360" WITH PER 15
○	372" x 372" WITH PER 15
○	384" x 384" WITH PER 15
○	396" x 396" WITH PER 15
○	408" x 408" WITH PER 15
○	420" x 420" WITH PER 15
○	432" x 432" WITH PER 15
○	444" x 444" WITH PER 15
○	456" x 456" WITH PER 15
○	468" x 468" WITH PER 15
○	480" x 480" WITH PER 15
○	492" x 492" WITH PER 15
○	504" x 504" WITH PER 15
○	516" x 516" WITH PER 15
○	528" x 528" WITH PER 15
○	540" x 540" WITH PER 15
○	552" x 552" WITH PER 15
○	564" x 564" WITH PER 15
○	576" x 576" WITH PER 15
○	588" x 588" WITH PER 15
○	600" x 600" WITH PER 15
○	612" x 612" WITH PER 15
○	624" x 624" WITH PER 15
○	636" x 636" WITH PER 15
○	648" x 648" WITH PER 15
○	660" x 660" WITH PER 15
○	672" x 672" WITH PER 15
○	684" x 684" WITH PER 15
○	696" x 696" WITH PER 15
○	708" x 708" WITH PER 15
○	720" x 720" WITH PER 15
○	732" x 732" WITH PER 15
○	744" x 744" WITH PER 15
○	756" x 756" WITH PER 15
○	768" x 768" WITH PER 15
○	780" x 780" WITH PER 15
○	792" x 792" WITH PER 15
○	804" x 804" WITH PER 15
○	816" x 816" WITH PER 15
○	828" x 828" WITH PER 15
○	840" x 840" WITH PER 15
○	852" x 852" WITH PER 15
○	864" x 864" WITH PER 15
○	876" x 876" WITH PER 15
○	888" x 888" WITH PER 15
○	900" x 900" WITH PER 15
○	912" x 912" WITH PER 15
○	924" x 924" WITH PER 15
○	936" x 936" WITH PER 15
○	948" x 948" WITH PER 15
○	960" x 960" WITH PER 15
○	972" x 972" WITH PER 15
○	984" x 984" WITH PER 15
○	996" x 996" WITH PER 15
○	1008" x 1008" WITH PER 15
○	1020" x 1020" WITH PER 15
○	1032" x 1032" WITH PER 15
○	1044" x 1044" WITH PER 15
○	1056" x 1056" WITH PER 15
○	1068" x 1068" WITH PER 15
○	1080" x 1080" WITH PER 15
○	1092" x 1092" WITH PER 15
○	1104" x 1104" WITH PER 15
○	1116" x 1116" WITH PER 15
○	1128" x 1128" WITH PER 15
○	1140" x 1140" WITH PER 15
○	1152" x 1152" WITH PER 15
○	1164" x 1164" WITH PER 15
○	1176" x 1176" WITH PER 15
○	1188" x 1188" WITH PER 15
○	1200" x 1200" WITH PER 15
○	1212" x 1212" WITH PER 15
○	1224" x 1224" WITH PER 15
○	1236" x 1236" WITH PER 15
○	1248" x 1248" WITH PER 15
○	1260" x 1260" WITH PER 15
○	1272" x 1272" WITH PER 15
○	1284" x 1284" WITH PER 15
○	1296" x 1296" WITH PER 15
○	1308" x 1308" WITH PER 15
○	1320" x 1320" WITH PER 15
○	1332" x 1332" WITH PER 15
○	1344" x 1344" WITH PER 15
○	1356" x 1356" WITH PER 15
○	1368" x 1368" WITH PER 15
○	1380" x 1380" WITH PER 15
○	1392" x 1392" WITH PER 15
○	1404" x 1404" WITH PER 15
○	1416" x 1416" WITH PER 15
○	1428" x 1428" WITH PER 15
○	1440" x 1440" WITH PER 15
○	1452" x 1452" WITH PER 15
○	1464" x 1464" WITH PER 15
○	1476" x 1476" WITH PER 15
○	1488" x 1488" WITH PER 15
○	1500" x 1500" WITH PER 15

EROSION CONTROL PLAN KEY LEGEND

○	1 Silt Fence
○	2 Tracking Protection
○	3 Inlet Protection Types A, B, C, & D
○	4 Inlet Protection Type D-M
○	5 Inlet Protection Type D-HR
○	6 Sandbag Culvert Pipe Ditch Check
○	7 Dewatering Detail
○	8 Erosion Control Mat Detail (Class 1, Type A)
○	9 Erosion Control Mat Detail (Class 1, Type B)
○	10 Sediment Log Inlet Protection
○	11 Sediment Log Channel Ditch Check

EROSION CONTROL NOTES

- THE CONTRACTOR SHALL INSTALL SILT FENCE AROUND THE PERIMETER OF THE EROSION CONTROL PLAN PRIOR TO ANY CONSTRUCTION INCLUDING EROSION CONTROL.
- ALL EROSION CONTROL DEVICES SHALL BE MAINTAINED BY THE CONTRACTOR UNTIL THE COMPLETION OF THIS CONTRACT AND SHALL NOT REMOVE THE EROSION CONTROL DEVICES UNTIL THE CONTRACTOR HAS BEEN ADVISED BY THE ENGINEER.
- THE CONTRACTOR SHALL MAINTAIN SUFFICIENT STOCKPILES OF SEED MATURE SHALL BE MAINTAINED TO THE SPECIFICATIONS ESTABLISHED.
- THE CONTRACTOR SHALL PREVENT TRACKING ON EXISTING STREETS. ANY SEGMENT OF TRACKING SHALL BE REPAIRED AS SOON AS POSSIBLE.
- INSTALLATION AND MAINTENANCE OF EROSION CONTROL SHALL BE DONE IN ACCORDANCE WITH THE SPECIFICATIONS.
- ANY TRACKING OR EROSION CONTROL SHALL BE REPAIRED AS SOON AS POSSIBLE.

CONTRACTOR RESPONSIBILITIES

- VERIFY THE ENGINEER WITHIN 48 HOURS OF COMMENCING ANY LAND DISTURBING OR LAND DEVELOPMENT ACTIVITY.
- Obtain all necessary permits from the appropriate authorities.
- Obtain all necessary permits from the appropriate authorities.
- Obtain all necessary permits from the appropriate authorities.
- Obtain all necessary permits from the appropriate authorities.
- Obtain all necessary permits from the appropriate authorities.
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- Obtain all necessary permits from the appropriate authorities.
- Obtain all necessary permits from the appropriate authorities.

GENERAL NOTES

- THE CONTRACTOR SHALL MAINTAIN EROSION CONTROL UNTIL TERMINATION NOTICE IS RECEIVED FROM THE ENGINEER.
- ALL DISTURBED AREAS SHALL BE RESTORED WITHIN 7 DAYS OF COMPLETION OF ALL CONSTRUCTION.
- ALL DISTURBED AREAS SHALL BE RESTORED WITHIN 7 DAYS OF COMPLETION OF ALL CONSTRUCTION.
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EGGERS DIVISION
 164 North Lake St.
 NEENAH, WISCONSIN

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 EGGERS DIVISION
 164 North Lake St.
 NEENAH, WISCONSIN

PROJECT MANAGER: S. WINTERFELD
DESIGNER: T. TESLAIU
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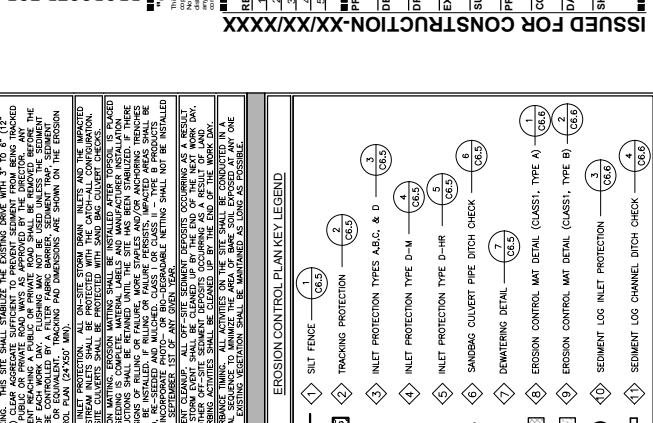
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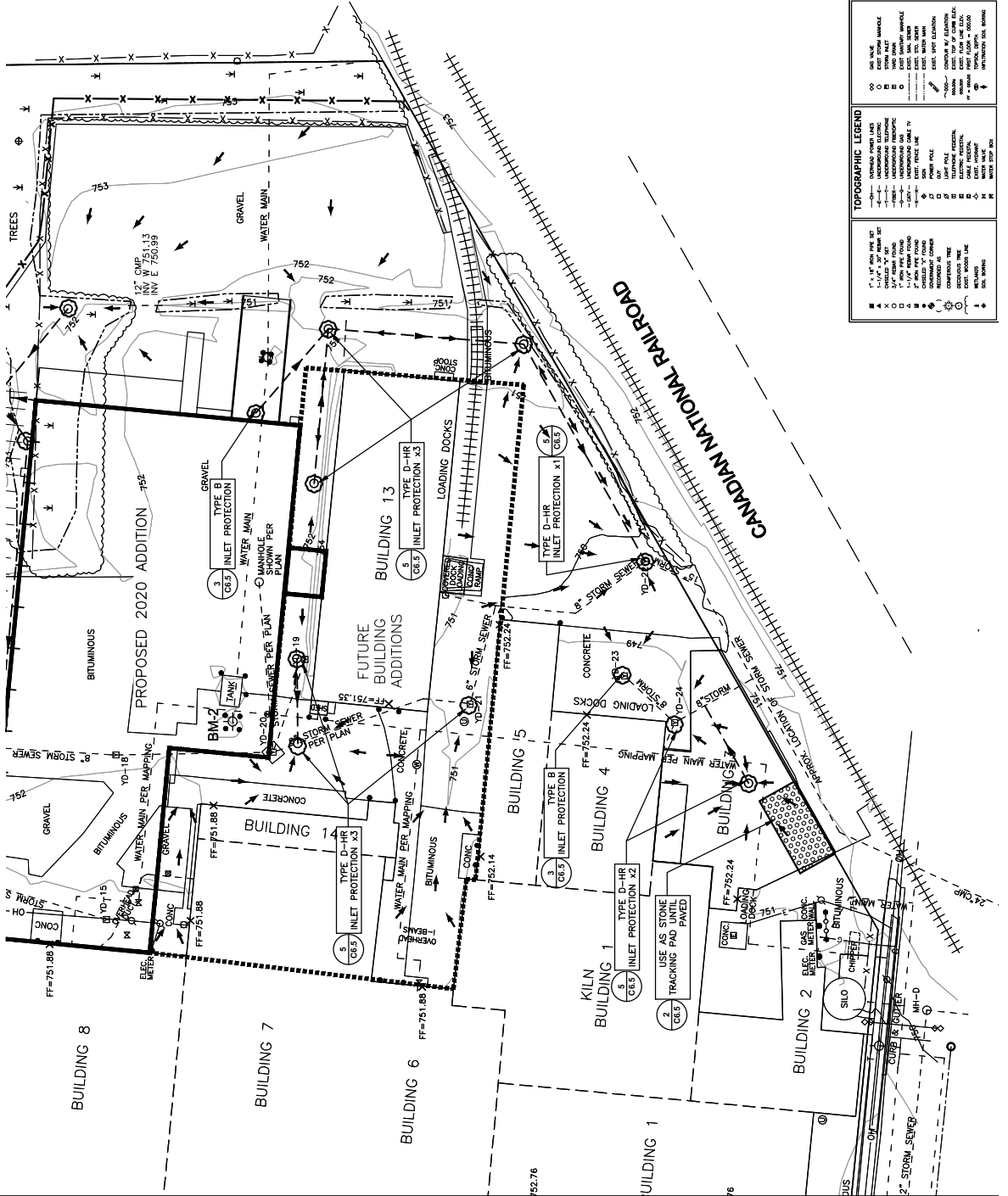
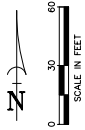
REVISIONS

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 PHONE 262.331.1000
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EROSION CONTROL PLAN (NORTHEAST)



TOPOGRAPHIC LEGEND	
1" x 1" with 1/8" pitch	Spot Elevation
1" x 1" with 1/4" pitch	Spot Elevation
1" x 1" with 1/2" pitch	Spot Elevation
1" x 1" with 3/4" pitch	Spot Elevation
1" x 1" with 1" pitch	Spot Elevation
1" x 1" with 1 1/4" pitch	Spot Elevation
1" x 1" with 1 1/2" pitch	Spot Elevation
1" x 1" with 1 3/4" pitch	Spot Elevation
1" x 1" with 2" pitch	Spot Elevation
1" x 1" with 2 1/2" pitch	Spot Elevation
1" x 1" with 3" pitch	Spot Elevation
1" x 1" with 3 1/2" pitch	Spot Elevation
1" x 1" with 4" pitch	Spot Elevation
1" x 1" with 4 1/2" pitch	Spot Elevation
1" x 1" with 5" pitch	Spot Elevation
1" x 1" with 5 1/2" pitch	Spot Elevation
1" x 1" with 6" pitch	Spot Elevation
1" x 1" with 6 1/2" pitch	Spot Elevation
1" x 1" with 7" pitch	Spot Elevation
1" x 1" with 7 1/2" pitch	Spot Elevation
1" x 1" with 8" pitch	Spot Elevation
1" x 1" with 8 1/2" pitch	Spot Elevation
1" x 1" with 9" pitch	Spot Elevation
1" x 1" with 9 1/2" pitch	Spot Elevation
1" x 1" with 10" pitch	Spot Elevation
1" x 1" with 10 1/2" pitch	Spot Elevation
1" x 1" with 11" pitch	Spot Elevation
1" x 1" with 11 1/2" pitch	Spot Elevation
1" x 1" with 12" pitch	Spot Elevation
1" x 1" with 12 1/2" pitch	Spot Elevation
1" x 1" with 13" pitch	Spot Elevation
1" x 1" with 13 1/2" pitch	Spot Elevation
1" x 1" with 14" pitch	Spot Elevation
1" x 1" with 14 1/2" pitch	Spot Elevation
1" x 1" with 15" pitch	Spot Elevation
1" x 1" with 15 1/2" pitch	Spot Elevation
1" x 1" with 16" pitch	Spot Elevation
1" x 1" with 16 1/2" pitch	Spot Elevation
1" x 1" with 17" pitch	Spot Elevation
1" x 1" with 17 1/2" pitch	Spot Elevation
1" x 1" with 18" pitch	Spot Elevation
1" x 1" with 18 1/2" pitch	Spot Elevation
1" x 1" with 19" pitch	Spot Elevation
1" x 1" with 19 1/2" pitch	Spot Elevation
1" x 1" with 20" pitch	Spot Elevation
1" x 1" with 20 1/2" pitch	Spot Elevation
1" x 1" with 21" pitch	Spot Elevation
1" x 1" with 21 1/2" pitch	Spot Elevation
1" x 1" with 22" pitch	Spot Elevation
1" x 1" with 22 1/2" pitch	Spot Elevation
1" x 1" with 23" pitch	Spot Elevation
1" x 1" with 23 1/2" pitch	Spot Elevation
1" x 1" with 24" pitch	Spot Elevation
1" x 1" with 24 1/2" pitch	Spot Elevation
1" x 1" with 25" pitch	Spot Elevation
1" x 1" with 25 1/2" pitch	Spot Elevation
1" x 1" with 26" pitch	Spot Elevation
1" x 1" with 26 1/2" pitch	Spot Elevation
1" x 1" with 27" pitch	Spot Elevation
1" x 1" with 27 1/2" pitch	Spot Elevation
1" x 1" with 28" pitch	Spot Elevation
1" x 1" with 28 1/2" pitch	Spot Elevation
1" x 1" with 29" pitch	Spot Elevation
1" x 1" with 29 1/2" pitch	Spot Elevation
1" x 1" with 30" pitch	Spot Elevation
1" x 1" with 30 1/2" pitch	Spot Elevation
1" x 1" with 31" pitch	Spot Elevation
1" x 1" with 31 1/2" pitch	Spot Elevation
1" x 1" with 32" pitch	Spot Elevation
1" x 1" with 32 1/2" pitch	Spot Elevation
1" x 1" with 33" pitch	Spot Elevation
1" x 1" with 33 1/2" pitch	Spot Elevation
1" x 1" with 34" pitch	Spot Elevation
1" x 1" with 34 1/2" pitch	Spot Elevation
1" x 1" with 35" pitch	Spot Elevation
1" x 1" with 35 1/2" pitch	Spot Elevation
1" x 1" with 36" pitch	Spot Elevation
1" x 1" with 36 1/2" pitch	Spot Elevation
1" x 1" with 37" pitch	Spot Elevation
1" x 1" with 37 1/2" pitch	Spot Elevation
1" x 1" with 38" pitch	Spot Elevation
1" x 1" with 38 1/2" pitch	Spot Elevation
1" x 1" with 39" pitch	Spot Elevation
1" x 1" with 39 1/2" pitch	Spot Elevation
1" x 1" with 40" pitch	Spot Elevation
1" x 1" with 40 1/2" pitch	Spot Elevation
1" x 1" with 41" pitch	Spot Elevation
1" x 1" with 41 1/2" pitch	Spot Elevation
1" x 1" with 42" pitch	Spot Elevation
1" x 1" with 42 1/2" pitch	Spot Elevation
1" x 1" with 43" pitch	Spot Elevation
1" x 1" with 43 1/2" pitch	Spot Elevation
1" x 1" with 44" pitch	Spot Elevation
1" x 1" with 44 1/2" pitch	Spot Elevation
1" x 1" with 45" pitch	Spot Elevation
1" x 1" with 45 1/2" pitch	Spot Elevation
1" x 1" with 46" pitch	Spot Elevation
1" x 1" with 46 1/2" pitch	Spot Elevation
1" x 1" with 47" pitch	Spot Elevation
1" x 1" with 47 1/2" pitch	Spot Elevation
1" x 1" with 48" pitch	Spot Elevation
1" x 1" with 48 1/2" pitch	Spot Elevation
1" x 1" with 49" pitch	Spot Elevation
1" x 1" with 49 1/2" pitch	Spot Elevation
1" x 1" with 50" pitch	Spot Elevation
1" x 1" with 50 1/2" pitch	Spot Elevation
1" x 1" with 51" pitch	Spot Elevation
1" x 1" with 51 1/2" pitch	Spot Elevation
1" x 1" with 52" pitch	Spot Elevation
1" x 1" with 52 1/2" pitch	Spot Elevation
1" x 1" with 53" pitch	Spot Elevation
1" x 1" with 53 1/2" pitch	Spot Elevation
1" x 1" with 54" pitch	Spot Elevation
1" x 1" with 54 1/2" pitch	Spot Elevation
1" x 1" with 55" pitch	Spot Elevation
1" x 1" with 55 1/2" pitch	Spot Elevation
1" x 1" with 56" pitch	Spot Elevation
1" x 1" with 56 1/2" pitch	Spot Elevation
1" x 1" with 57" pitch	Spot Elevation
1" x 1" with 57 1/2" pitch	Spot Elevation
1" x 1" with 58" pitch	Spot Elevation
1" x 1" with 58 1/2" pitch	Spot Elevation
1" x 1" with 59" pitch	Spot Elevation
1" x 1" with 59 1/2" pitch	Spot Elevation
1" x 1" with 60" pitch	Spot Elevation

- ### EROSION CONTROL NOTES
- THE CONTRACTOR SHALL INSTALL SILT FENCE AROUND THE PERIMETER OF THE EROSION CONTROL PLAN PRIOR TO ANY CONSTRUCTION INCLUDING EROSION CONTROL MEASURES.
 - ALL EROSION CONTROL DEVICES SHALL BE MAINTAINED BY THE CONTRACTOR UNTIL THE COMPLETION OF THE PROJECT.
 - THE CONTRACTOR SHALL MAINTAIN SLOPE EROSION CONTROL DEVICES UNTIL THE COMPLETION OF HIS CONTRACT AND SHALL NOT REMOVE THE EROSION CONTROL DEVICES UNTIL THE EROSION CONTROL DEVICES HAVE BEEN RESTORED TO ORIGINAL CONDITIONS. SEED MATURE SHALL BE MAINTAINED THROUGHOUT THE PROJECT.
 - THE CONTRACTOR SHALL PREVENT TRACKING ON EXISTING STREETS. ANY SEDIMENT ON EXISTING STREETS SHALL BE REMOVED AS SOON AS POSSIBLE.
 - INSTALLATION AND MAINTENANCE OF EROSION CONTROL SHALL BE DONE IN ACCORDANCE WITH THE SPECIFICATIONS.
 - ALL EROSION CONTROL DEVICES SHALL BE REMOVED AS SOON AS PRACTICABLE.

- ### CONTRACTOR RESPONSIBILITIES
- VERIFY THE ENGINEER WITHIN 48 HOURS OF COMMENCING ANY LAND DISTURBING OR LAND DEVELOPMENT ACTIVITY.
 - KEEP THE EROSION CONTROL PLAN ON THE JOB SITE AT ALL TIMES.
 - OBTAIN PERMISSION IN WRITING FROM THE ENGINEER PRIOR TO MODIFYING THE EROSION CONTROL PLAN.
 - REPAIR ANY DAMAGE TO EROSION CONTROL DEVICES OR SURFACES AND DRAINAGE DEVICES AS SOON AS PRACTICABLE.
 - MAINTAIN ALL ON- AND OFF- SITE STORM WATER DRAINAGE SYSTEMS AS IDENTIFIED ON THE EROSION CONTROL PLAN.
 - INSTALL EROSION CONTROL SYSTEMS INSTALLED IN ACCORDANCE TO THE EROSION CONTROL PLAN.
 - ALLOW THE ENGINEER TO ENTER THE SITE FOR THE PURPOSE OF INSPECTING THE EROSION CONTROL SYSTEMS AND TO VERIFY THE EROSION CONTROL PLAN.
 - KEEP A COPY OF THE APPROVED EROSION CONTROL PLAN ON THE SITE.
 - IF ANY EROSION CONTROL DEVICES ARE DAMAGED OR DESTROYED, THE CONTRACTOR SHALL MAINTAIN EROSION CONTROL UNTIL TERMINATION NOTICE IS RECEIVED FROM THE ENGINEER.
 - ALL DISTURBED AREAS SHALL BE RESTORED WITHIN 7 DAYS OF COMPLETION OF THE PROJECT.
 - REPAIR ANY DAMAGE TO EXISTING STREETS, DRIVEWAYS OR SIDEWALKS AS IDENTIFIED ON THE EROSION CONTROL PLAN.
 - GRAVE & GRAVEL CONTRACTOR IS RESPONSIBLE FOR REMOVING ALL DEVICES AFTER SITE STABILIZATION.

- ### GENERAL NOTES
- SITE DECONTAMINATION: WATER RUMPLED FROM THE SITE SHALL BE TREATED BY THE CONTRACTOR FOR THE HIGHEST REMOVING PHASING RATE. WATER MAY NOT BE DISCHARGED INTO ANY WATERWAY OR RECEIVING CHANNEL. (NOT ANTICIPATED)
 - WASTE AND MATERIAL DISPOSAL: ALL WASTE AND UNWASHED BUILDING MATERIALS SHALL BE PROPERLY DISPOSED OF AND NOT ALLOWED TO REMAIN ON THE SITE. ALL WASTE AND UNWASHED BUILDING MATERIALS SHALL BE REMOVED FROM THE SITE AS SOON AS PRACTICABLE. THICK CLEAR AGGREGATE SUFFICIENT TO PREVENT SEDIMENT FROM BEING TRACKED ONTO PUBLIC OR PRIVATE ROADS SHALL BE MAINTAINED THROUGHOUT THE PROJECT. ANY EXCESS CLEAR AGGREGATE SHALL BE REMOVED FROM THE SITE AT THE END OF EACH WORK DAY. FLUSHING MAY NOT BE USED UNLESS THE SEDIMENT IS COMPLETELY REMOVED FROM THE SURFACE. TRACKING AND DIMENSIONS ARE SHOWN ON THE EROSION CONTROL PLAN (24x30x30 IN).
 - CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES AND THE UNWASHED AGGREGATE SHALL BE MAINTAINED THROUGHOUT THE PROJECT.
 - EROSION CONTROL: EROSION CONTROL MEASURES SHALL BE INSTALLED BEFORE TRACKING AND SEDIMENT IS COMPLETE. MATERIALS AND MANUFACTURER INSTALLATION ARE SUBJECT TO CHANGE WITHOUT NOTICE. MORE STAPLES AND/OR ANCHORING TRENCHES ARE TO BE INSTALLED AS NECESSARY TO MAINTAIN THE EROSION CONTROL DEVICES. ALL TRACKING AND DIMENSIONS ARE SHOWN ON THE EROSION CONTROL PLAN (24x30x30 IN).
 - SEEDING: ALL OFF-SITE SEEDING OPERATIONS SHALL BE COMPLETED BY THE CONTRACTOR PRIOR TO THE START OF CONSTRUCTION. ALL OTHER OFF-SITE SEEDING OPERATIONS SHALL BE COMPLETED BY THE CONTRACTOR PRIOR TO THE START OF CONSTRUCTION. ALL SEEDING OPERATIONS SHALL BE COMPLETED BY THE CONTRACTOR PRIOR TO THE START OF CONSTRUCTION. ALL SEEDING OPERATIONS SHALL BE COMPLETED BY THE CONTRACTOR PRIOR TO THE START OF CONSTRUCTION.
 - ALL OTHER OFF-SITE SEEDING OPERATIONS SHALL BE COMPLETED BY THE CONTRACTOR PRIOR TO THE START OF CONSTRUCTION.
 - THE EROSION CONTROL PLAN SHALL BE MAINTAINED AS LONG AS POSSIBLE.

EROSION CONTROL PLAN KEY LEGEND

1	SILT FENCE	CR.5
2	TRACKING PROTECTION	CR.7
3	INLET PROTECTION TYPES A,B,C, & D	CR.3
4	INLET PROTECTION TYPE D-M	CR.4
5	INLET PROTECTION TYPE D-HR	CR.5
6	SANDBAG CULVERT PIPE DITCH CHECK	CR.6
7	DEWATERING DETAIL	CR.7
8	EROSION CONTROL MAT DETAIL (CLASS 1, TYPE A)	CR.8
9	EROSION CONTROL MAT DETAIL (CLASS 1, TYPE B)	CR.9
10	SEDIMENT LOG INLET PROTECTION	CR.10
11	SEDIMENT LOG CHANNEL DITCH CHECK	CR.11

NOT FOR CONSTRUCTION



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EGGERS DIVISION
164 North Lake St.
NEENAH, WISCONSIN

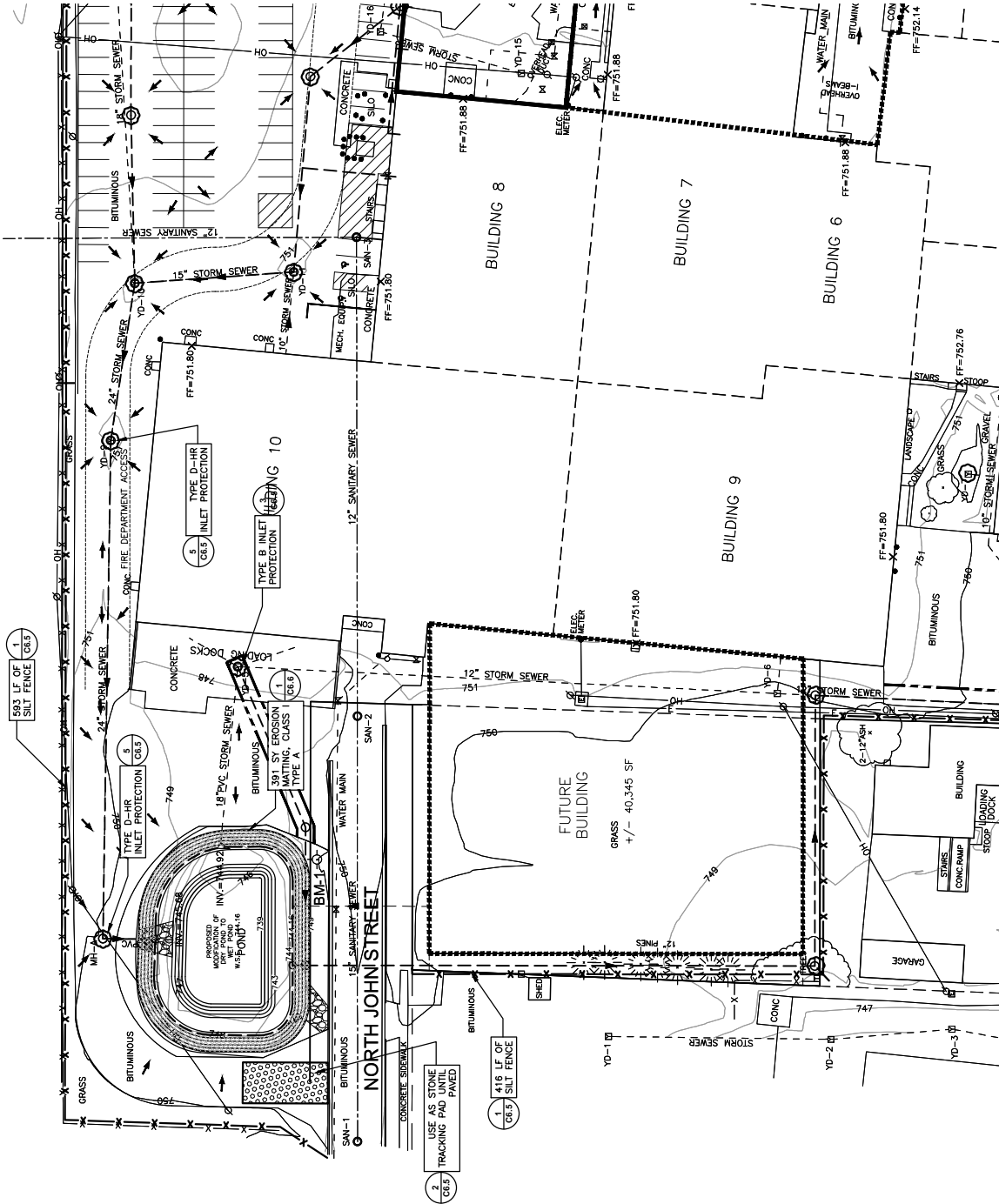
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REVISIONS:
1. _____
2. _____
3. _____
4. _____

PROJECT MANAGER: S. WINTERFELDT
DESIGNER: T. TESLAU
DRAWN BY: ACM
EXPEDITOR: _____
SUPERVISOR: _____
PRELIMINARY NO.: P19225
CONTRACT NO.: _____
DATE: 4/17/2020
SHEET: **C6.2**

ISSUED FOR CONSTRUCTION-XX/XX/XXXX

EROSION CONTROL PLAN (SOUTHWEST)



TOPOGRAPHIC LEGEND	
1" x 1" grid	1" x 1" grid
2" x 2" grid	2" x 2" grid
3" x 3" grid	3" x 3" grid
4" x 4" grid	4" x 4" grid
5" x 5" grid	5" x 5" grid
6" x 6" grid	6" x 6" grid
7" x 7" grid	7" x 7" grid
8" x 8" grid	8" x 8" grid
9" x 9" grid	9" x 9" grid
10" x 10" grid	10" x 10" grid
11" x 11" grid	11" x 11" grid
12" x 12" grid	12" x 12" grid
13" x 13" grid	13" x 13" grid
14" x 14" grid	14" x 14" grid
15" x 15" grid	15" x 15" grid
16" x 16" grid	16" x 16" grid
17" x 17" grid	17" x 17" grid
18" x 18" grid	18" x 18" grid
19" x 19" grid	19" x 19" grid
20" x 20" grid	20" x 20" grid
21" x 21" grid	21" x 21" grid
22" x 22" grid	22" x 22" grid
23" x 23" grid	23" x 23" grid
24" x 24" grid	24" x 24" grid
25" x 25" grid	25" x 25" grid
26" x 26" grid	26" x 26" grid
27" x 27" grid	27" x 27" grid
28" x 28" grid	28" x 28" grid
29" x 29" grid	29" x 29" grid
30" x 30" grid	30" x 30" grid
31" x 31" grid	31" x 31" grid
32" x 32" grid	32" x 32" grid
33" x 33" grid	33" x 33" grid
34" x 34" grid	34" x 34" grid
35" x 35" grid	35" x 35" grid
36" x 36" grid	36" x 36" grid
37" x 37" grid	37" x 37" grid
38" x 38" grid	38" x 38" grid
39" x 39" grid	39" x 39" grid
40" x 40" grid	40" x 40" grid
41" x 41" grid	41" x 41" grid
42" x 42" grid	42" x 42" grid
43" x 43" grid	43" x 43" grid
44" x 44" grid	44" x 44" grid
45" x 45" grid	45" x 45" grid
46" x 46" grid	46" x 46" grid
47" x 47" grid	47" x 47" grid
48" x 48" grid	48" x 48" grid
49" x 49" grid	49" x 49" grid
50" x 50" grid	50" x 50" grid

EROSION CONTROL PLAN KEY LEGEND	
1	SILT FENCE (C6.3)
2	TRACKING PROTECTION (C6.3)
3	INLET PROTECTION TYPES A, B, C, & D (C6.3)
4	INLET PROTECTION TYPE D-HR (C6.3)
5	INLET PROTECTION TYPE D-HR (C6.3)
6	SANDBAG CULVERT PIPE DITCH CHECK (C6.3)
7	DEWATERING DETAIL (C6.3)
8	EROSION CONTROL MAT DETAIL (CLASS 1, TYPE A) (C6.3)
9	EROSION CONTROL MAT DETAIL (CLASS 1, TYPE B) (C6.3)
10	SEDIMENT LOG INLET PROTECTION (C6.3)
11	SEDIMENT LOG CHANNEL DITCH CHECK (C6.3)

GENERAL NOTES	
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NOT FOR CONSTRUCTION

SCALE IN FEET: 0, 30, 60

DATE: 4/17/2020

SHEET: C6.3

CONTRACT NO. P19225

PRELIMINARY NO.

SUPERVISOR: ACM

EXPEDITOR: ACM

DESIGNER: T. TESLAU

PROJECT MANAGER: S. WINTERFELDT

REVISIONS:

1. _____

2. _____

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4. _____

5. _____

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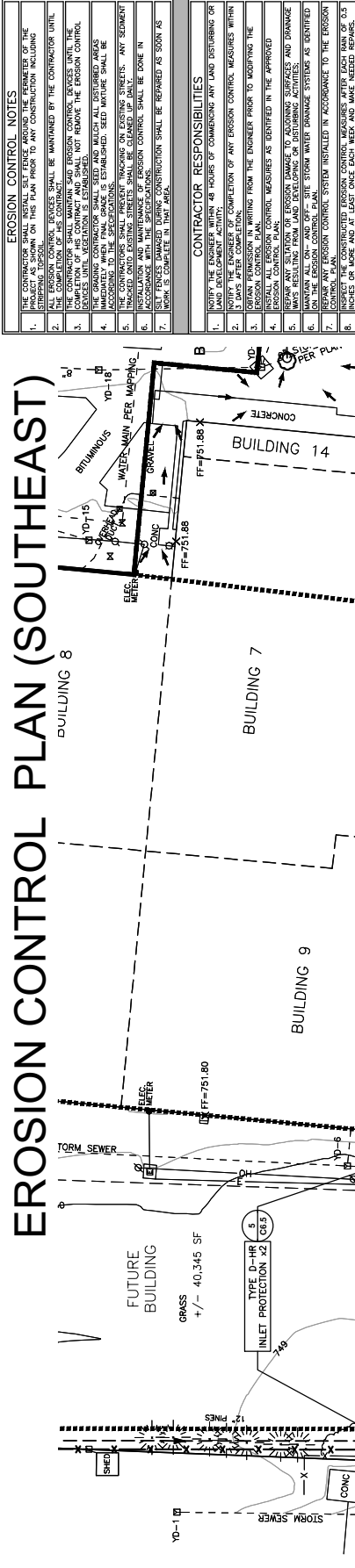
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PROPOSED FOR: EGGER'S DIVISION

ISSUED FOR CONSTRUCTION-XX/XX/XXXX

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EROSION CONTROL PLAN (SOUTHEAST)

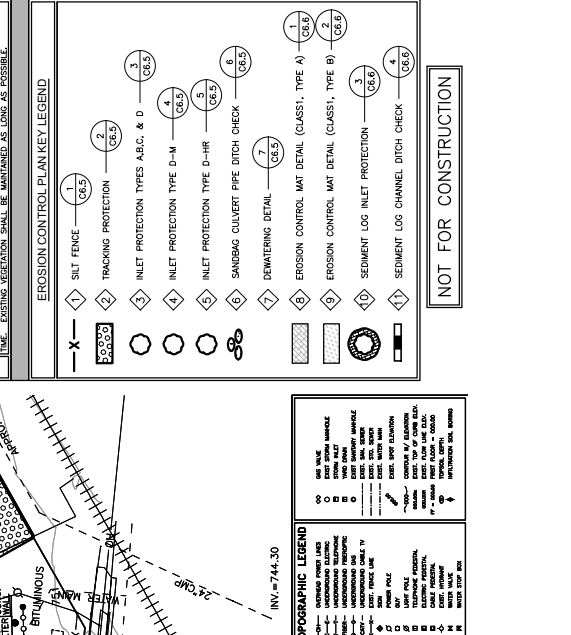


- 1. 403 LF OF TYPE C6.3 SILT FENCE
- 2. TYPE D-HR INLET PROTECTION x2
- 3. TYPE B INLET PROTECTION
- 4. TYPE D-HR INLET PROTECTION
- 5. TYPE D-HR INLET PROTECTION x2
- 6. TYPE D-HR INLET PROTECTION

- 1. SITE DEWATERING WATER RUNOFF FROM THE SITE SHALL BE TREATED BY THE HIGHEST DEWATERING PUMPING RATE. WATER MAY NOT BE DISCHARGED IN ANY MANNER THAT CAUSES EROSION OF THE SITE OR RECEIVING CHANNELS. (NOT ANTICIPATED)
- 2. WASTE AND MATERIAL DISPOSAL. ALL WASTE AND UNZEPED BUILDING MATERIALS SHALL BE DEPOSITED AT THE CONTRACTOR'S RESPONSIBILITY AND NOT ALLOWED TO LEAVE THE PROPERTY. ALL WASTE AND MATERIALS SHALL BE PACKAGED, DISPOSED OF, AND NOT ALLOWED TO LEAVE THE PROPERTY.
- 3. TRUCKS SHALL BE CLEANED THOROUGHLY TO PREVENT SEDIMENT FROM BEING TRACKED ONTO PUBLIC OR PRIVATE ROADS. ANY SPILLS SHALL BE CLEANED UP IMMEDIATELY. THE END OF EACH WORK DAY, FLASHING SHALL NOT BE USED UNLESS THE SEDIMENT BASKS OR EQUIVALENTS. TRUCKS AND DIMENSIONS ARE SHOWN ON THE DRAWING PLAN (24X30X8 MIN).
- 4. CONCRETE STORM SEWER MAINS AND THE MARKED DOWNSTREAM INLETS SHALL BE PROTECTED WITH THE CAT-O-ROLL CONTAMINATION CONTROL SYSTEM. ALL MATERIALS SHALL BE INSTALLED AFTER DISPOSAL IS REACHED AND SEALING IS COMPLETE. MATERIALS, LABELS AND MANUFACTURER INSTALLATION ARE SHOWN OF FALLING OR FAILING. MORE STAKES AND/OR ANCHORING TRENCHES SHALL BE USED TO PREVENT MATERIALS FROM MOVING. MATERIALS SHALL BE PILED, SECURED AND MULCHED. CLASS II OR CLASS III TYPE B PRODUCTS SHALL BE USED. ALL OTHER OFF-SITE SEDIMENT DEPOSITS OCCURRING AS A RESULT OF THE PROJECT SHALL BE INSTALLED TO PREVENT OFF-SITE SEDIMENT DEPOSITS FROM OCCURRING AS A RESULT OF LAND DEVELOPMENT. THE CONTRACTOR SHALL MAINTAIN THE AREA OF BANK SOIL EXPOSED AT ANY ONE TIME. EXISTING VEGETATION SHALL BE MAINTAINED AS MUCH AS POSSIBLE.

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EROSION CONTROL NOTES

- 1. THE CONTRACTOR SHALL INSTALL SILT FENCE AROUND THE PERIMETER OF THE DEVELOPMENT PRIOR TO ANY CONSTRUCTION INCLUDING EXCAVATION.
- 2. ALL EROSION CONTROL MEASURES SHALL BE MAINTAINED BY THE CONTRACTOR UNTIL THE COMPLETION OF THIS CONTRACT AND SHALL NOT REMOVE THE EROSION CONTROL MEASURES UNTIL THE CONTRACTOR HAS OBTAINED PERMITS AND ALL OTHER NECESSARY PERMITS TO RE-USE THE EROSION CONTROL MEASURES AS IDENTIFIED IN THE APPROVED EROSION CONTROL PLAN.
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CONTRACTOR RESPONSIBILITIES

- 1. NOTIFY THE ENGINEER WITHIN 48 HOURS OF COMMENCING ANY LAND DISTURBING OR LAND DEVELOPMENT ACTIVITY.
- 2. OBTAIN ALL NECESSARY PERMITS AND APPROVALS PRIOR TO THE START OF CONSTRUCTION.
- 3. OBTAIN PERMISSION IN WRITING FROM THE ENGINEER PRIOR TO MODIFYING THE EROSION CONTROL MEASURES AS IDENTIFIED IN THE APPROVED EROSION CONTROL PLAN.
- 4. MAINTAIN ALL ON- AND OFF-SITE STORM WATER DRAINAGE SYSTEMS AS IDENTIFIED ON THE EROSION CONTROL PLAN.
- 5. INSURE AND MAINTAIN ALL EROSION CONTROL MEASURES UNTIL THE COMPLETION OF THIS CONTRACT AND SHALL NOT REMOVE THE EROSION CONTROL MEASURES UNTIL THE CONTRACTOR HAS OBTAINED PERMITS AND ALL OTHER NECESSARY PERMITS TO RE-USE THE EROSION CONTROL MEASURES AS IDENTIFIED IN THE APPROVED EROSION CONTROL PLAN.
- 6. MAINTAIN A LOG OF ALL EROSION CONTROL MEASURES AND ANY REPAIRS OR MODIFICATIONS MADE TO THE MEASURES.
- 7. MAINTAIN A LOG OF ALL EROSION CONTROL MEASURES AND ANY REPAIRS OR MODIFICATIONS MADE TO THE MEASURES.
- 8. KEEP A COPY OF THE APPROVED EROSION CONTROL PLAN ON THE SITE.
- 9. KEEP A COPY OF THE APPROVED EROSION CONTROL PLAN ON THE SITE.
- 10. KEEP A COPY OF THE APPROVED EROSION CONTROL PLAN ON THE SITE.
- 11. KEEP A COPY OF THE APPROVED EROSION CONTROL PLAN ON THE SITE.
- 12. THE CONTRACTOR SHALL MAINTAIN EROSION CONTROL UNTIL TERMINATION NOTICE IS GIVEN BY THE ENGINEER.
- 13. ALL DISTURBED AREAS SHALL BE RESTORED WITHIN 7 DAYS OF COMPLETION OF THE PROJECT AND SHALL BE MAINTAINED UNTIL THE AREAS ARE RESTORED TO ORIGINAL OR BETTER CONDITION.
- 14. GRADE & GUTTER CONTRACTOR IS RESPONSIBLE FOR REMOVING ALL DEVICES AFTER SITE STABILIZATION.

GENERAL NOTES

- 1. THE CONTRACTOR SHALL MAINTAIN ALL EROSION CONTROL MEASURES UNTIL THE COMPLETION OF THIS CONTRACT AND SHALL NOT REMOVE THE EROSION CONTROL MEASURES UNTIL THE CONTRACTOR HAS OBTAINED PERMITS AND ALL OTHER NECESSARY PERMITS TO RE-USE THE EROSION CONTROL MEASURES AS IDENTIFIED IN THE APPROVED EROSION CONTROL PLAN.
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NOT FOR CONSTRUCTION

TOPOGRAPHIC LEGEND

---	EXISTING CENTER LINE
---	EXISTING SIDEWALK
---	EXISTING CURB
---	EXISTING DRIVEWAY
---	EXISTING DRIVE
---	EXISTING SIDEWALK
---	EXISTING DRIVEWAY
---	EXISTING DRIVE
---	EXISTING DRIVEWAY
---	EXISTING DRIVE
---	EXISTING DRIVEWAY
---	EXISTING DRIVE

SCALE IN FEET: 0 30 60

EREGERS DIVISION

PROPOSED FOR: 164 North Lake St., NEENAH, WISCONSIN

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Keller

164 North Lake St. NEENAH, WI 54956

PHONE: 920.735.3000 FAX: 920.735.3001

WWW.KELLERUSA.COM

ISSUED FOR CONSTRUCTION-XX/XX/XXXX

PROJECT MANAGER: S. WINTERFELD

DESIGNER: T. TISLAU

DRAWN BY: ACM

EXPIRED: _____

SUPERVISOR: _____

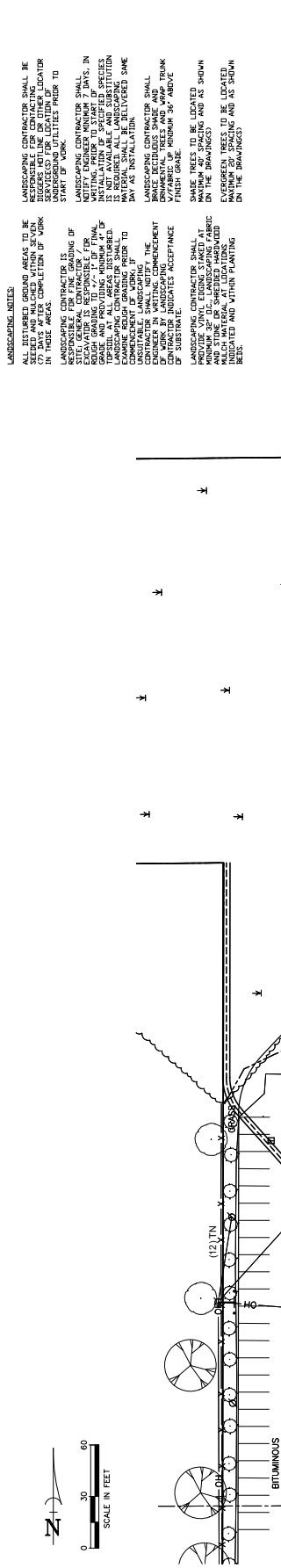
PRELIMINARY NO. P19025

CONTRACT NO. _____

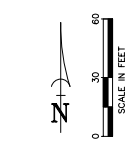
DATE: 4/17/2020

SHEET: C6.4

LANDSCAPE PLAN (NORTHWEST)



LANDSCAPING NOTES:
 ALL DISTURBED GROUND AREAS TO BE SEEDED AND MULCHED WITHIN SEVEN DAYS OF COMPLETION OF WORK IN THESE AREAS.
 LANDSCAPING CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING UTILITIES PRIOR TO START OF WORK.
 LANDSCAPING CONTRACTOR SHALL INSTALL ALL PLANTING MATERIALS IN ACCORDANCE WITH THE SPECIFICATIONS AND PROVIDING MINIMUM 4" OF SOIL ABOVE ROOT BALLS.
 LANDSCAPING CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS PRIOR TO START OF WORK.
 LANDSCAPING CONTRACTOR SHALL PROVIDE A WRITTEN REPORT TO THE ARCHITECT AT THE END OF EACH DAY OF WORK.
 LANDSCAPING CONTRACTOR SHALL MAINTAIN ALL EXISTING UTILITIES AND STRUCTURES.
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 LANDSCAPING CONTRACTOR SHALL MAINTAIN ALL EXISTING UTILITIES AND STRUCTURES.



LANDSCAPE SCHEDULE (SHEETS L1.1 & L1.2)

MARK	COMMON NAME	BOTANICAL NAME	SIZE	INITIAL MATURE	QTY
PG	WHITE SPURGE	<i>Thuja occidentalis</i>	60"	25'	8
TN	NIGRA DARK GREEN ARBORVITAE	<i>Thuja occidentalis nigra</i>	60"	20'	18

LANDSCAPING CONTRACTOR SHALL MAINTAIN ALL EXISTING UTILITIES AND STRUCTURES.
 LANDSCAPING CONTRACTOR SHALL PROVIDE A WRITTEN REPORT TO THE ARCHITECT AT THE END OF EACH DAY OF WORK.
 LANDSCAPING CONTRACTOR SHALL MAINTAIN ALL EXISTING UTILITIES AND STRUCTURES.



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 NEENAH, WISCONSIN

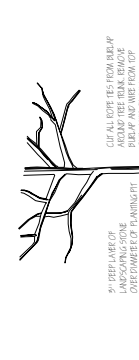
ISSUED FOR CONSTRUCTION-XX/XX/XXXX

PROJECT MANAGER: S. WINTERFELD
 DESIGNER: T. TISLAU
 DRAWN BY: ACM
 EXPEDITOR:
 SUPERVISOR:
 PRELIMINARY NO: P19225
 CONTRACT NO:
 DATE: 4/17/2020
 SHEET: L1.1

REVISIONS

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TOPOGRAPHIC LEGEND
 1" = 10' HORIZONTAL SCALE
 1" = 2' VERTICAL SCALE
 1" = 10' HORIZONTAL SCALE
 1" = 2' VERTICAL SCALE
 1" = 10' HORIZONTAL SCALE
 1" = 2' VERTICAL SCALE

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THE

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HOUSTON
 1000 W. WISCONSIN AVE.
 SUITE 200
 HOUSTON, TX 77001
 PHONE: 281.424.2000
 FAX: 281.424.2001
 WWW.KELLERUSA.COM

MEMPHIS
 1000 W. WISCONSIN AVE.
 SUITE 200
 MEMPHIS, TN 38101
 PHONE: 901.424.2000
 FAX: 901.424.2001
 WWW.KELLERUSA.COM

INDIANAPOLIS
 1000 W. WISCONSIN AVE.
 SUITE 200
 INDIANAPOLIS, IN 46201
 PHONE: 317.424.2000
 FAX: 317.424.2001
 WWW.KELLERUSA.COM

ATLANTA
 1000 W. WISCONSIN AVE.
 SUITE 200
 ATLANTA, GA 30301
 PHONE: 404.424.2000
 FAX: 404.424.2001
 WWW.KELLERUSA.COM

NEW YORK
 1000 W. WISCONSIN AVE.
 SUITE 200
 NEW YORK, NY 10001
 PHONE: 212.424.2000
 FAX: 212.424.2001
 WWW.KELLERUSA.COM

LOS ANGELES
 1000 W. WISCONSIN AVE.
 SUITE 200
 LOS ANGELES, CA 90001
 PHONE: 310.424.2000
 FAX: 310.424.2001
 WWW.KELLERUSA.COM

EGGERS DIVISION
 WISCONSIN

PROPOSED FOR:
EGGERS DIVISION
 NEENAH

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NO.	DATE	DESCRIPTION
1	07.07.2020	ACM
2	07.03.2020	ACM
3	02.19.2020	ACM
4	03.04.2020	ACM
5	03.10.2020	TT
6	03.17.2020	ACM

PROJECT MANAGER:
 S. WINTERFELD

DESIGNER:
 T. TISLAU

DRAWN BY:
 ACM

EXPECITOR:
 ACM

SUPERVISOR:
 ACM

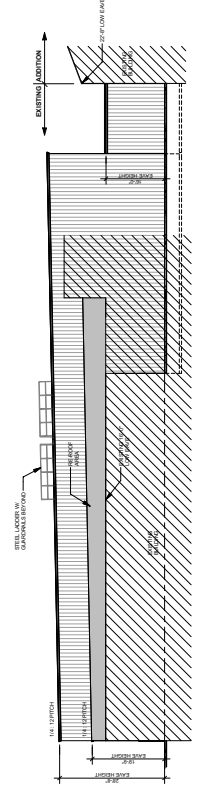
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 P.19225

CONTRACT NO.:

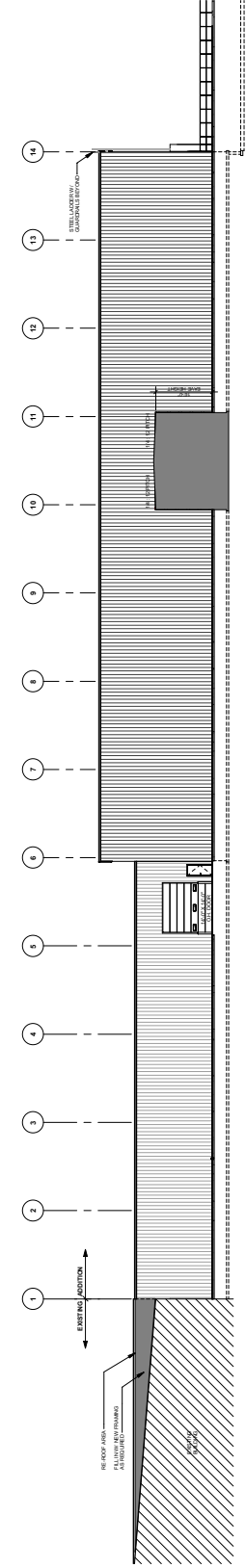
DATE:
 08.19.2019

SHEET:
A2.0

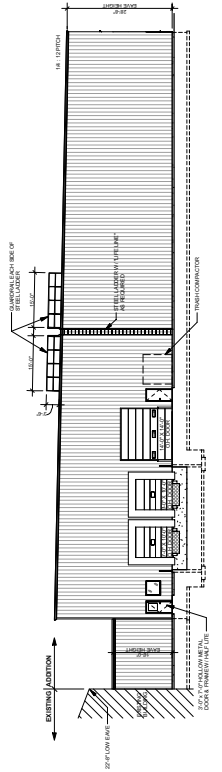
PRELIMINARY - NOT FOR CONSTRUCTION



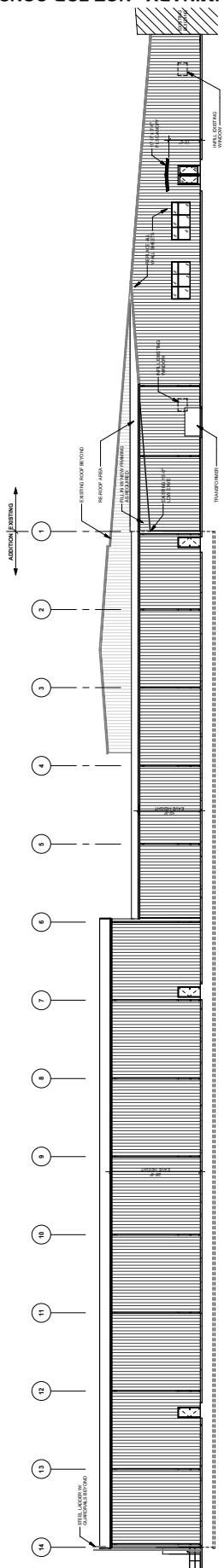
SOUTH ELEVATION
 1/8" = 1'-0"



EAST ELEVATION
 1/8" = 1'-0"




NORTH ELEVATION
 1/8" = 1'-0"



WEST ELEVATION
 1/8" = 1'-0"



MEMORANDUM

DATE: April 2, 2020
TO: Mayor Kaufert, and Members of Plan Commission
FROM: Brad Schmidt, AICP, Deputy Director 
RE: Annexation #216 (1480 Breezewood Lane) – 0.87 Acres

The City of Neenah has submitted a petition to annex 1480 Breezewood Lane subject to the Annexation and Service Agreement entered in to between the City and property owner in 2003. The Agreement allowed the property owner to connect to City sanitary sewer in exchange for signing the Agreement which required the property to annex in to the City after 15 years or if the property was sold. In this case, the 15-year deadline has passed and the City is exercising its right to annex the property. The annexation area is approximately 0.87 acres. The parcel is currently developed with a single-family residence. Upon annexation, the property will be zoned R-1, Single-Family Residence District.

The City's Comprehensive Plan Future Land Use Map (2017) currently identifies the annexation area as Residential Neighborhood Investment Area. The objectives of the District are to protect and strengthen existing neighborhoods within the City and encourage the orderly replacement of non-conforming uses in established neighborhoods. The proposed use is consistent with the City's Comprehensive Plan.

The subject land is located within the Town of Neenah and is subject to the City of Neenah/Town of Neenah Boundary Agreement (2003). The land is identified as City Growth Area, which allows the City to annex the property.

The annexation petition was also sent to the Town of Neenah's Clerk and the Wisconsin Department of Administration per State Statutes. The Plan Commission's role in reviewing annexation requests is to determine whether the proposed annexation is consistent with established City Plans. In addition to Plan Commission review, the City's Finance and Personnel Committee reviews the financial impacts an annexation might have on City services. The Wisconsin Department of Administration also reviews the annexation for consistency with State Statutes.

Recommendation

Appropriate action at this time is for Plan Commission to recommend Council approve Annexation #216 (Ordinance #2020-03) and the property also receive an R-1, Single-Family Residence District zoning classification.



AN ORDINANCE: By the Neenah Plan Commission
Re: Annexing – 0.87 Acres of land - 1480
Breezewood Lane – to the City of Neenah.

ORDINANCE NO. 2020-03
Introduced: _____
Committee/Commission Action:

AN ORDINANCE

The Common Council of the City of Neenah, Wisconsin, do ordain as follows:

Section 1. Pursuant to Section 66.0217(2), Wis. Stats., the following described territory contiguous to the City of Neenah and presently in the Town of Neenah, be and the same hereby is, annexed to the City of Neenah, and the corporate limits of said City are hereby extended so as to include the following described property and shown on the attached Exhibit 1:

Part of the Northwest ¼ of the Northwest ¼ of Section 5, Town 19 North, Range 17 East, Town of Neenah, Winnebago County, State of Wisconsin, being bounded and described as follows:

Lot (10) in ASSESSOR’S PLAT NO. 2, Town of Neenah, Winnebago County, Wisconsin, (commonly known as 1480 Breezewood Lane, Neenah, WI).

That said territory shall be zoned R-1, Single-Family Residence District.

Section 2. The petition for annexation is conducted under unanimous approval (Wisconsin State Statute Sec. 66.0217(2)). The Wisconsin Department of Administration issued this annexation petition Municipal Boundary Review number 14298. The annexation area is 0.85 acres in size and is wholly located in the Town of Neenah, Winnebago County. The parcel number of the land being annexed is 0101559 and the population of all people living on the transferred land is 2.

Section 3. That the limits of the Third Aldermanic District in the City of Neenah are hereby extended in such manner as to include said territory.

Section 4. Severability. In the event any section, subsection, clause, phrase or portion of this ordinance is for any reason held illegal, invalid or unconstitutional by any court of competent

jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remainder of this ordinance. It is the legislative intent of the Common Council that this ordinance would have been adopted if such illegal provision had not been included or any illegal application had not been made.

Section 5. Repeal and Effective Date. All ordinances or parts of ordinances and resolutions in conflict herewith are hereby repealed. This ordinance shall take effect from and after its passage and publication.

Adopted: _____

Published: _____

Approved:

Dean R. Kaufert, Mayor

Attest:

Stephanie Cheslock, Deputy City Clerk

Request for Annexation Review

Wisconsin Department of Administration

WI Dept. of Administration
Municipal Boundary Review
101 E. Wilson Street, 9th Floor
Madison WI 53703
608-264-6102 Fax: 608-264-6104
wimunicipalboundaryreview@wi.gov
<http://doa.wi.gov/municipalboundaryreview/>

Petitioner Information

Name: **CITY OF NEENAH**

Address: **211 WALNUT STREET**

NEENAH, WI 54956

Email: **BSCHMIDT@CI.NEENAH.WI.US**

Office use only:

1. Town where property is located: **NEENAH**

2. Petitioned City or Village: **NEENAH**

3. County where property is located: **WINNEBAGO**

4. Population of the territory to be annexed: **2**

5. Area (in acres) of the territory to be annexed: **.85**

6. Tax parcel number(s) of territory to be annexed
(if the territory is part or all of an existing parcel): **0101559**

Petitioners phone:

(920) 886-6126

Town clerk's phone:

(920) 725-0916

City/Village clerk's phone:

(920) 886-6101

Contact Information if different than petitioner:

Representative's Name and Address:

BRAD SCHMIDT

211 WALNUT STREET

NEENAH WI 54956

Phone: **(920) 886-6126**

E-mail: **BSCHMIDT@CI.NEENAH.WI.US**

Surveyor or Engineering Firm's Name & Address:

NA

NA

NA

NA

Phone: **NA**

E-mail: **NA**

Required Items to be provided with submission (to be completed by petitioner):

- Legal Description meeting the requirements of [s.66.0217 \(1\) \(c\)](#) [see attached annexation guide]
- Map meeting the requirements of [s. 66.0217 \(1\) \(g\)](#) [see attached annexation guide]
- Signed Petition or Notice of Intent to Circulate is included
- Indicate Statutory annexation method used:
 - Unanimous per [s. 66.0217 \(2\)](#), or,
OR
 - Direct by one-half approval per [s. 66.0217 \(3\)](#)
- Check or money order covering review fee [see next page for fee calculation]

Annexation Review Fee Schedule

A Guide for Calculating the Fee Required by ss.16.53 (4) and 66.0217, Wis. Stats.

Required Fees

There is an initial filing fee and a variable review fee

\$200 Initial Filing Fee (required with the first submittal of all petitions)

\$200 – 2 acres or less

\$350 – 2.01 acres or more

\$200 Review Fee (required with all annexation submittals except those that consist ONLY of road right-of-way)

\$200 – 2 acres or less

\$600 – 2.01 to 10 acres

\$800 – 10.01 to 50 acres

\$1,000 – 50.01 to 100 acres

\$1,400 – 100.01 to 200 acres

\$2,000 – 200.01 to 500 acres

\$4,000 – Over 500 acres

\$400 TOTAL FEE DUE (Add the Filing Fee to the Review Fee)

Attach check or money order here, payable to: **Department of Administration**

**THE DEPARTMENT WILL NOT PROCESS
AN ANNEXATION PETITION THAT IS NOT ACCOMPANIED
BY THE REQUIRED FEE.**

**THE DEPARTMENT'S 20-DAY STATUTORY REVIEW PERIOD
COMMENCES UPON RECEIPT OF THE PETITION AND REVIEW FEE**

ANNEXATION SUBMITTAL GUIDE

s. 66.0217 (5) THE PETITION

- State the purpose of the petition:
 - Direct annexation by unanimous approval; OR
 - Direct annexation by one-half approval; OR
 - Annexation by referendum.

- Petition must be signed by:
 - All owners and electors, if by unanimous approval.
 - See [66.0217 \(3\) \(a\)](#), if by one-half approval.
 - See [66.0217 \(3\) \(b\)](#), if by referendum.

- State the population of the land to be annexed.

[It is beneficial to include Parcel ID or Tax numbers, the parcel area, and identify the annexee (Town) and annexor (Village or City) in the petition.]

s. 66.0217 (1) (c) THE DESCRIPTION

- The annexation petition must include a legal description of the land to be annexed. The land must be described by reference to the government lot, private claim, quarter-section, section, town and range in which the land lies. The land must be further described by metes and bounds commencing from a monumented corner of the section or quarter-section, or the monumented end of a private claim or federal reservation, in which the land lies; OR

- If the land is wholly and entirely within a lot or lots, or all of a block or blocks of a recorded subdivision plat or certified survey map, it must be described by reference to the lot (s) and/or block (s) therein, along with the name of the plat or the number, volume, page, and County of the certified survey map.

- The land may NOT be described by:
 - Aliquot part;
 - Reference to any other document (plat of survey, deed, etc.);
 - Exception or Inclusion;
 - Parcel ID or tax number.

s. 66.0217 (1) (g) THE MAP

- The map shall be an **accurate reflection** of the legal description of the parcel being annexed. As such, it must show:
 - A tie line from the parcel to the monumented corner of the section or quarter-section, or the monumented end of a private claim or federal reservation, in which the parcel lies. The corner and monument must be identified.
 - Bearings and distances along all parcel boundaries as described.
 - All adjoining as referenced in the description.

- The map must include a **graphic scale**.

- The map must show and identify the existing municipal boundary, in relation to the parcel being annexed.

[It is beneficial to include a North arrow, and identify adjacent streets and parcels on the map.]

s. 66.0217 FILING

- The petition must be filed with the Clerk of the annexing City or Village and with the Clerk of the Town in which the land is located.

- If the annexation is by one-half approval, or by referendum, the petitioner must post notice of the proposed annexation as required by [s. 66.0217 \(4\)](#).

- If the lands being annexed are within a County of 50,000 or greater population, the petition must also be filed with the Department of Administration for review

[Note that no municipality within a County of 50,000 or greater population may enact an annexation ordinance prior to receiving a review determination from the Department of Administration.]

**PETITION FOR DIRECT ANNEXATION
PURSUANT TO SECTION 66.0217(2), WISCONSIN STATUTES**

We, the undersigned, constituting the assignee of the annexation rights of all owners and the owners' assignees of the real property in the following territory of the Town of Neenah, Winnebago County, Wisconsin, petition the Honorable Mayor and Common Council of the City of Neenah to annex the territory described below and shown on the attached scaled map (Exhibit A) to the City of Neenah, Winnebago County, Wisconsin.


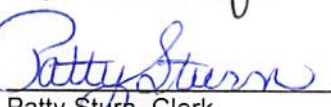
Part of the Northwest ¼ of the Northwest ¼ of Section 5, Town 19 North, Range 17 East, Town of Neenah, Winnebago County, State of Wisconsin, being bounded and described as follows:

Lot (10) in ASSESSOR'S PLAT NO. 2, Town of Neenah, Winnebago County, Wisconsin, (commonly known as 1480 Breezewood Lane, Neenah, WI).

Parcel Numbers – 0101559

The current population of such territory is 2.

Said assignment of annexation rights is pursuant to that certain Annexation and Service Agreement dated December 2, 2003 and recorded as Doc. No. 1292232 on December 22, 2003 in the Winnebago County Register of Deeds Office. That Agreement required annexation of the property within fifteen (15) years after the date of the agreement. We the undersigned, elect that this annexation shall take effect to the full extent consistent with outstanding priorities of other annexations, incorporations, or consolidations proceedings, if any.

Signature of Petitioner	Date of Signing	Owner	Petitioner Address
 Mayor Dean R. Kaufert	<u>3-26-2020</u>	City of Neenah	211 Walnut Street Neenah, WI 54956
 Patty Sturn, Clerk	<u>3-26-2020</u>		

STATE OF WISCONSIN)
) SS.
COUNTY OF WINNEBAGO)

This Instrument was signed and sealed before me this 26th day of March, 2020.



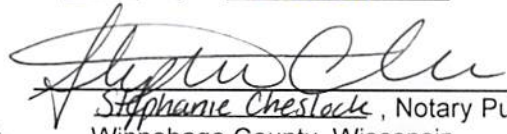
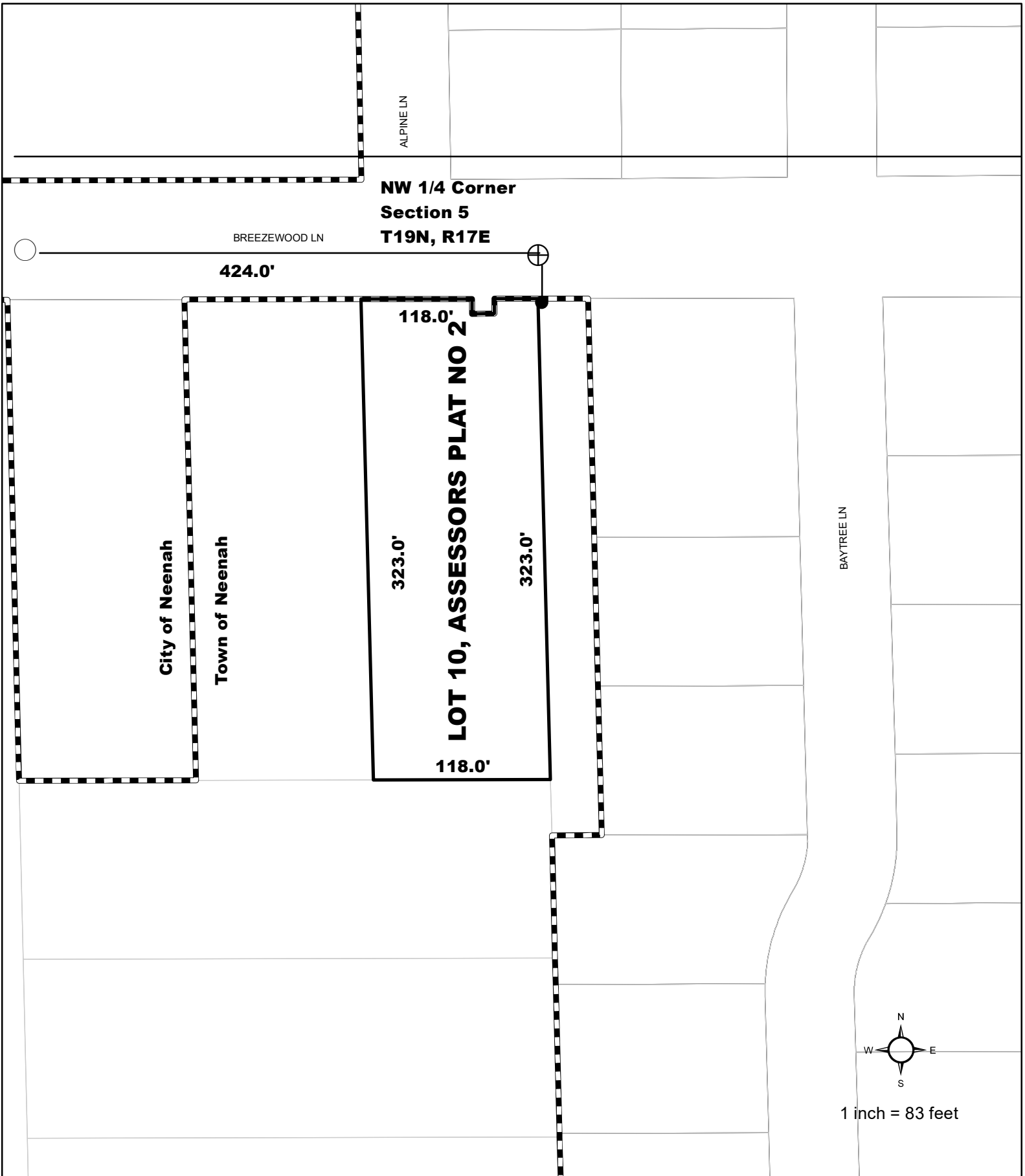

Stephanie Cheslock, Notary Public
Winnebago County, Wisconsin.
My Commission Expires: 5-17-2020

EXHIBIT A

MAP OF PROPOSED ANNEXATION

MAP OF THE NW 1/4 OF THE NW 1/4 OF SECTION 5, T19N, R17E, WINNEBAGO COUNTY, WISCONSIN



0

DOCUMENT NUMBER

ANNEXATION & SERVICE AGREEMENT

THIS AGREEMENT entered into as of the date stated below, is by and between the City of Neenah, Wisconsin, a municipal corporation and political subdivision of the State of Wisconsin (the "City") and Willard C. Kernen and Patricia M. Kernen, husband and wife, as marital property, (the "Owners").

1 292232

REGISTER'S OFFICE
WINNEBAGO COUNTY, WI
RECORDED ON

12/22/2003 09:30AM

SUSAN WINNINGHOFF
REGISTER OF DEEDS

RECORDING FEE 15.00
TRANSFER FEE
OF PAGES 3

WITNESSETH

WHEREAS, the Owner own the following described property in the Town of Neenah, Winnebago County located at 1480 Breezewood Lane, Neenah, Wisconsin:

Lot Ten (10) in ASSESSORS PLAT NO. 2, Town of Neenah, Winnebago County, Wisconsin (the "Property"); and,

WHEREAS, the Owners wish to obtain sanitary sewer service from the City and the City has agreed to provide that service subject to certain terms as outlined in a boundary agreement between the City and the Town of Neenah dated April 15, 2003 (the "Boundary Agreement"); and,

WHEREAS, the Boundary Agreement provides that the Property is located in an area designated as the "City Service Area"; and,

WHEREAS, properties in the City Service Area may obtain sanitary sewer service from the City provided the property owners agree to annex their property to the City within a time certain and immediately in the event that water service is requested; and,

WHEREAS, Owners agree to the terms of service and future annexation of the Property to the City under the terms and conditions outlined herein;

NOW THEREFORE, in consideration of the mutual covenants, agreements, terms and conditions herein set forth, the Owners and the City agree as follows:

1. RECITALS. The provisions of the preamble herein above set forth are hereby restated and incorporated herein by reference.
2. SANITARY SEWER SERVICE. The City agrees to provide sanitary sewer service to the Property in accordance with the terms and specifications outlined in the City's ordinances and policies. Owners shall pay all customary and ordinary connection charges as provided for in City policies prior to connection to the service.
3. WATER SERVICE. Owners shall not be entitled to receive water service from the City unless and until Owners complete the annexation of the Property to the City. In the event that the Owners agree to immediate annexation, the City will provide water service to the Property within a reasonable time after the Property is annexed. The Owners shall pay any assessments, fees or charges required under City ordinances and policies in accordance with terms set by City policy.
4. REGULATIONS. The Owners shall enjoy the same rights and abide by the same rules and regulations with respect to water and sewer service, availability, and usage as consumers and customers within the corporate limits of the City. This provision includes, but is not limited to, any sprinkling bans or limitations, which may be imposed by the City.
5. ANNEXATION. Owners hereby assign, transfer, devise, convey and warrant to City, Owners' rights under Wis. Stat. §66.0217 to petition the City to annex the Property to the City upon the earliest occurrence of one of the following conditions:
 - a. Fifteen (15) years from the date of this Agreement, but not later than April 15, 2033.
 - b. The sale of the Property to a third party. For the purposes of this agreement, third parties shall be any legal entity other than the Owners' mother, father, child, stepchild or grandparent.

Recording Area

Return to:
James G. Godlewski, City Attorney
City of Neenah, PO Box 426
Neenah, WI 54957-0426

Charge

Parcel No.: 010-1559

0-3

c. Upon receipt of water service from the City, subject to the terms and conditions of City water service applicable to Owners under the City's ordinances.

The City may unilaterally file a Notice of Intent to Annex the Property upon the occurrence of one of the events listed above. The annexation shall be treated as a Direct Annexation by Unanimous Approval and the City shall follow the statutory procedures provided for such annexation. The Mayor and City Clerk of the City shall be the appropriate parties to sign all paperwork associated with the annexation of the Property under this agreement. . Provided however the failure, refusal or neglect to submit these items shall in no way affect the continued validity of this Agreement.

6. COSTS AND FEES. The Owners shall pay all charges, fees and assessments related to connecting to the City sanitary sewer and water system, at the rates in effect on the date of application for water service. These fees and charges to be paid may include, but are not necessarily limited to the cost to install water main and appurtenances, the capacity charge for any water pump stations, any water or sewer system capacity charge(s), any inspection fees, recapture fee, tap fee, connection fee, meter charge, and costs related to any required street opening. The Owners shall also pay any annexation fee, subdivision fee, storm water fee and any other fee applicable to annexations at the time the annexation of the Property under Paragraph 5 is finalized. The Owners may take advantage of any payment plans permitted for sanitary sewer and/or water connections under then existing City policy. In the event that the Owners, or Owners' successors, assigns and heirs fails to pay any costs or fees due under this agreement, then the City shall have the right to immediately assess the cost of those charges against the Property as a special assessment in accordance with the terms of §66.0703, Wis. Stats. In the event that the special assessment requires approval by the Town of Neenah and the Town of Neenah refuses to approve said special assessment as an immediate charge pursuant to §66.0707, Wis. Stats., then the City may immediately exercise its rights under Paragraph 5 of this agreement to file a petition to annex the Property to the City and the Owners shall be deemed to have assigned its rights to petition for annexation to the City.

7. RECORDING. The City shall record this Agreement in the office of the Register of Deeds of Winnebago County. In addition, the City shall record any annexation documents as required under state law when annexation of the Property occurs as provided for in Paragraph 4 above.

8. SUCCESSORS. This Agreement shall be binding upon the Owners, as well as the Owners' successors, assigns and heirs. This Agreement shall constitute a covenant running with the land and shall be binding upon all persons taking any interest or right in the Property after the date this Agreement is executed by the City. Any person acquiring any rights or interest in the Property after the date of this Agreement shall be bound by the terms thereof and shall be deemed to have accepted and approved this Agreement in full. It shall also be binding upon any party asserting homestead rights in the property now or at any time in the future.

9. ENFORCEMENT. The parties to this Agreement or their successors or assigns, may, in either law or equity, by suit, action, mandamus, injunction, or other proceedings in court, enforce and compel the performance of this Agreement, including suits for specific performance.

10. AMENDMENT. This Agreement may only be amended by written instruments signed by both parties.

11. SEVERABILITY. If any portion of this Agreement or ordinance enacted pursuant hereto shall be declared invalid, the same shall not affect the validity of this Agreement as a whole, other than the part so declared invalid.


12. COUNTERPARTS. This Agreement may be executed in multiple counterparts of duplicate originals or with multiple signature pages each of which shall constitute and be deemed one and the same document.

13. OWNERSHIP WARRANTY. The undersigned Owners warrant that they constitute all owners of the Property and that they have full authority and power to sign the Agreement and the petition submitted herewith and that they have not and will not take any action to change ownership in the Property until after this Agreement is recorded.

IN WITNESS WHEREOF this Agreement has been duly executed by whose names are subscribed below or on the signature pages attached hereto from time to time, and which pages are specifically incorporated herein.



MEMORANDUM

DATE: April 2, 2020
TO: Mayor Kaufert, and Members of Plan Commission
FROM: Brad Schmidt, AICP, Deputy Director 
RE: Annexation #217 (1490 Breezewood Lane) – 0.87 Acres

The City of Neenah has submitted a petition to annex 1480 Breezewood Lane subject to the Annexation and Service Agreement entered in to between the City and property owner in 2003. The Agreement allowed the property owner to connect to City sanitary sewer in exchange for signing the Agreement which required the property to annex in to the City after 15 years or if the property was sold. In this case, the 15-year deadline has passed and the City is exercising its right to annex the property. The annexation area is approximately 0.87 acres. The parcel is currently developed with a single-family residence. Upon annexation, the property will be zoned R-1, Single-Family Residence District.

The City's Comprehensive Plan Future Land Use Map (2017) currently identifies the annexation area as Residential Neighborhood Investment Area. The objectives of the District are to protect and strengthen existing neighborhoods within the City and encourage the orderly replacement of non-conforming uses in established neighborhoods. The proposed use is consistent with the City's Comprehensive Plan.

The subject land is located within the Town of Neenah and is subject to the City of Neenah/Town of Neenah Boundary Agreement (2003). The land is identified as City Growth Area, which allows the City to annex the property.

The annexation petition was also sent to the Town of Neenah's Clerk and the Wisconsin Department of Administration per State Statutes. The Plan Commission's role in reviewing annexation requests is to determine whether the proposed annexation is consistent with established City Plans. In addition to Plan Commission review, the City's Finance and Personnel Committee reviews the financial impacts an annexation might have on City services. The Wisconsin Department of Administration also reviews the annexation for consistency with State Statutes.

Recommendation

Appropriate action at this time is for Plan Commission to recommend Council approve Annexation #217 (Ordinance #2020-04) and the property also receive an R-1, Single-Family Residence District zoning classification.



AN ORDINANCE: By the Neenah Plan Commission
Re: Annexing – 0.87 Acres of land - 1490
Breezewood Lane – to the City of Neenah.

ORDINANCE NO. 2020-04
Introduced: _____
Committee/Commission Action:

AN ORDINANCE

The Common Council of the City of Neenah, Wisconsin, do ordain as follows:

Section 1. Pursuant to Section 66.0217(2), Wis. Stats., the following described territory contiguous to the City of Neenah and presently in the Town of Neenah, be and the same hereby is, annexed to the City of Neenah, and the corporate limits of said City are hereby extended so as to include the following described property and shown on the attached Exhibit 1:

Part of the Northwest ¼ of the Northwest ¼ of Section 5, Town 19 North, Range 17 East, Town of Neenah, Winnebago County, State of Wisconsin, being bounded and described as follows:

Lot (9) in ASSESSOR’S PLAT NO. 2, Town of Neenah, Winnebago County, Wisconsin, (commonly known as 1490 Breezewood Lane, Neenah, WI).

That said territory shall be zoned R-1, Single-Family Residence District.

Section 2. The petition for annexation is conducted under unanimous approval (Wisconsin State Statute Sec. 66.0217(2)). The Wisconsin Department of Administration issued this annexation petition Municipal Boundary Review number 14297. The annexation area is 0.87 acres in size and is wholly located in the Town of Neenah, Winnebago County. The parcel number of the land being annexed is 0101558 and the population of all people living on the transferred land is 2.

Section 3. That the limits of the Third Aldermanic District in the City of Neenah are hereby extended in such manner as to include said territory.

Section 4. Severability. In the event any section, subsection, clause, phrase or portion of this ordinance is for any reason held illegal, invalid or unconstitutional by any court of competent

jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remainder of this ordinance. It is the legislative intent of the Common Council that this ordinance would have been adopted if such illegal provision had not been included or any illegal application had not been made.

Section 5. Repeal and Effective Date. All ordinances or parts of ordinances and resolutions in conflict herewith are hereby repealed. This ordinance shall take effect from and after its passage and publication.

Adopted: _____

Published: _____

Approved:

Dean R. Kaufert, Mayor

Attest:

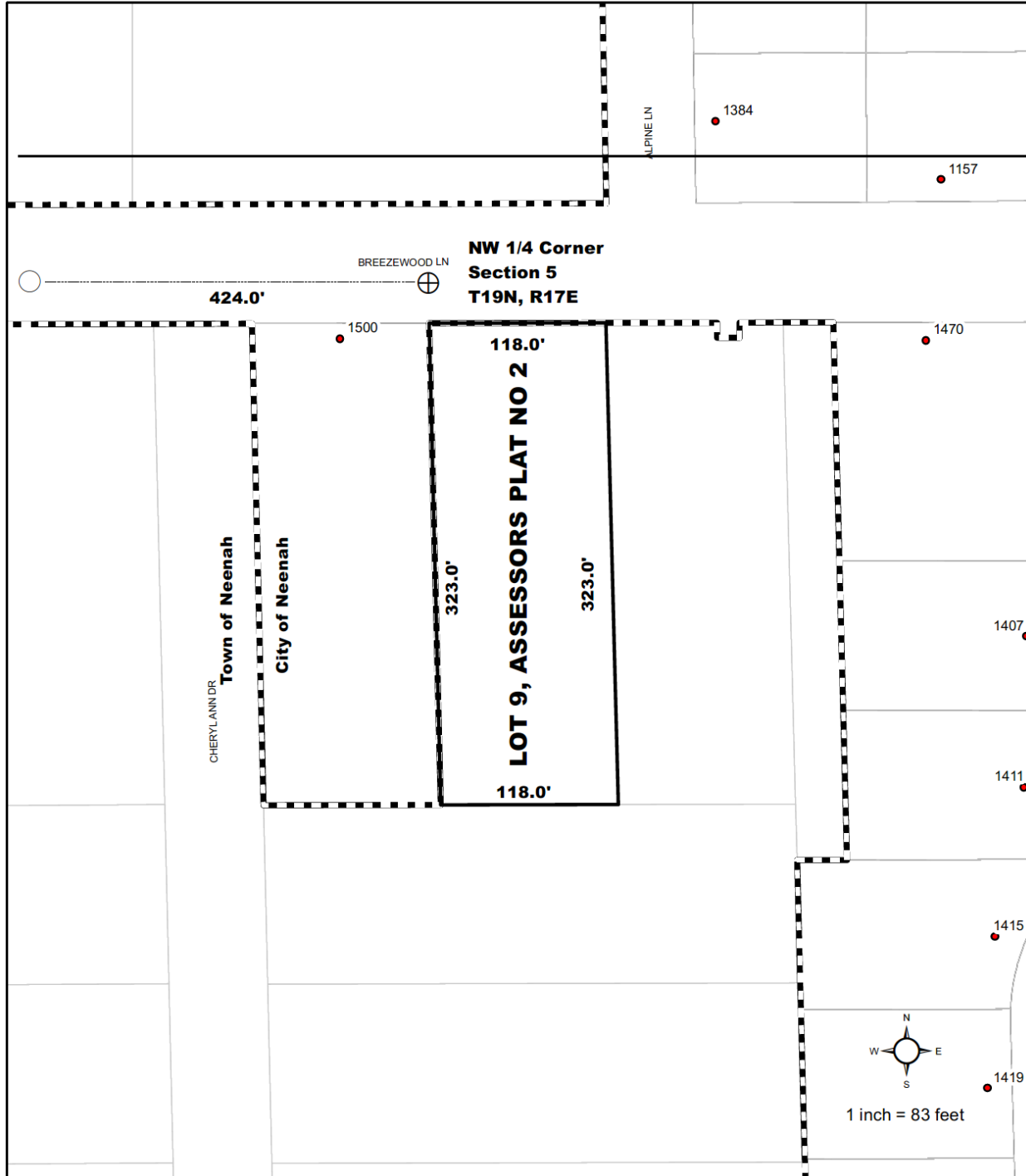
Stephanie Cheslock, Deputy City Clerk

Exhibit 1

EXHIBIT A

MAP OF PROPOSED ANNEXATION

MAP OF THE NW 1/4 OF THE NW 1/4 OF SECTION 5, T19N, R17E, WINNEBAGO COUNTY, WISCONSIN



Request for Annexation Review

Wisconsin Department of Administration

WI Dept. of Administration
Municipal Boundary Review
101 E. Wilson Street, 9th Floor
Madison WI 53703
608-264-6102 Fax: 608-264-6104
wimunicipalboundaryreview@wi.gov
<http://doa.wi.gov/municipalboundaryreview/>

Petitioner Information

Name: **CITY OF NEENAH**

Address: **211 WALNUT STREET**

NEENAH, WI 54956

Email: **BSCHMIDT@CI.NEENAH.WI.US**

Office use only:

1. Town where property is located: **NEENAH**

2. Petitioned City or Village: **NEENAH**

3. County where property is located: **WINNEBAGO**

4. Population of the territory to be annexed: **2**

5. Area (in acres) of the territory to be annexed: **0.875**

6. Tax parcel number(s) of territory to be annexed
(if the territory is part or all of an existing parcel): **0101558**

Petitioners phone:

(920) 886-6126

Town clerk's phone:

(920) 725-0916

City/Village clerk's phone:

(920) 886-6101

Contact Information if different than petitioner:

Representative's Name and Address:

BRAD SCHMIDT

211 WALNUT STREET

NEENAH WI 54956

Phone: **(920) 886-6126**

E-mail: **BSCHMIDT@CI.NEENAH.WI.US**

Surveyor or Engineering Firm's Name & Address:

NA

NA

NA

NA

Phone: **NA**

E-mail: **NA**

Required Items to be provided with submission (to be completed by petitioner):

- Legal Description meeting the requirements of [s.66.0217 \(1\) \(c\)](#) [see attached annexation guide]
- Map meeting the requirements of [s. 66.0217 \(1\) \(g\)](#) [see attached annexation guide]
- Signed Petition or Notice of Intent to Circulate is included
- Indicate Statutory annexation method used:
 - Unanimous per [s. 66.0217 \(2\)](#), or,
OR
 - Direct by one-half approval per [s. 66.0217 \(3\)](#)
- Check or money order covering review fee [see next page for fee calculation]

Annexation Review Fee Schedule

A Guide for Calculating the Fee Required by ss.16.53 (4) and 66.0217, Wis. Stats.

Required Fees

There is an initial filing fee and a variable review fee

\$200 Initial Filing Fee (required with the first submittal of all petitions)

\$200 – 2 acres or less

\$350 – 2.01 acres or more

\$200 Review Fee (required with all annexation submittals except those that consist ONLY of road right-of-way)

\$200 – 2 acres or less

\$600 – 2.01 to 10 acres

\$800 – 10.01 to 50 acres

\$1,000 – 50.01 to 100 acres

\$1,400 – 100.01 to 200 acres

\$2,000 – 200.01 to 500 acres

\$4,000 – Over 500 acres

\$400 TOTAL FEE DUE (Add the Filing Fee to the Review Fee)

Attach check or money order here, payable to: **Department of Administration**

**THE DEPARTMENT WILL NOT PROCESS
AN ANNEXATION PETITION THAT IS NOT ACCOMPANIED
BY THE REQUIRED FEE.**

**THE DEPARTMENT'S 20-DAY STATUTORY REVIEW PERIOD
COMMENCES UPON RECEIPT OF THE PETITION AND REVIEW FEE**

ANNEXATION SUBMITTAL GUIDE

s. 66.0217 (5) THE PETITION

- State the purpose of the petition:
 - Direct annexation by unanimous approval; OR
 - Direct annexation by one-half approval; OR
 - Annexation by referendum.

- Petition must be signed by:
 - All owners and electors, if by unanimous approval.
 - See [66.0217 \(3\) \(a\)](#), if by one-half approval.
 - See [66.0217 \(3\) \(b\)](#), if by referendum.

- State the population of the land to be annexed.

[It is beneficial to include Parcel ID or Tax numbers, the parcel area, and identify the annexee (Town) and annexor (Village or City) in the petition.]

s. 66.0217 (1) (c) THE DESCRIPTION

- The annexation petition must include a legal description of the land to be annexed. The land must be described by reference to the government lot, private claim, quarter-section, section, town and range in which the land lies. The land must be further described by metes and bounds commencing from a monumented corner of the section or quarter-section, or the monumented end of a private claim or federal reservation, in which the land lies; OR

- If the land is wholly and entirely within a lot or lots, or all of a block or blocks of a recorded subdivision plat or certified survey map, it must be described by reference to the lot (s) and/or block (s) therein, along with the name of the plat or the number, volume, page, and County of the certified survey map.

- The land may NOT be described by:
 - Aliquot part;
 - Reference to any other document (plat of survey, deed, etc.);
 - Exception or Inclusion;
 - Parcel ID or tax number.

s. 66.0217 (1) (g) THE MAP

- The map shall be an **accurate reflection** of the legal description of the parcel being annexed. As such, it must show:
 - A tie line from the parcel to the monumented corner of the section or quarter-section, or the monumented end of a private claim or federal reservation, in which the parcel lies. The corner and monument must be identified.
 - Bearings and distances along all parcel boundaries as described.
 - All adjoining as referenced in the description.

- The map must include a **graphic scale**.

- The map must show and identify the existing municipal boundary, in relation to the parcel being annexed.

[It is beneficial to include a North arrow, and identify adjacent streets and parcels on the map.]

s. 66.0217 FILING

- The petition must be filed with the Clerk of the annexing City or Village and with the Clerk of the Town in which the land is located.

- If the annexation is by one-half approval, or by referendum, the petitioner must post notice of the proposed annexation as required by [s. 66.0217 \(4\)](#).

- If the lands being annexed are within a County of 50,000 or greater population, the petition must also be filed with the Department of Administration for review

[Note that no municipality within a County of 50,000 or greater population may enact an annexation ordinance prior to receiving a review determination from the Department of Administration.]

**PETITION FOR DIRECT ANNEXATION
PURSUANT TO SECTION 66.0217(2), WISCONSIN STATUTES**

We, the undersigned, constituting the assignee of the annexation rights of all owners and the owners' assignees of the real property in the following territory of the Town of Neenah, Winnebago County, Wisconsin, petition the Honorable Mayor and Common Council of the City of Neenah to annex the territory described below and shown on the attached scaled map (Exhibit A) to the City of Neenah, Winnebago County, Wisconsin.

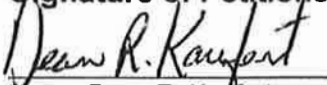
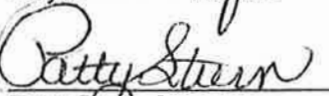
Part of the Northwest ¼ of the Northwest ¼ of Section 5, Town 19 North, Range 17 East, Town of Neenah, Winnebago County, State of Wisconsin, being bounded and described as follows:

Lot (9) in ASSESSOR'S PLAT NO. 2, Town of Neenah, Winnebago County, Wisconsin, (commonly known as 1490 Breezewood Lane, Neenah, WI).

Parcel Number - 0101558

The current population of such territory is 2.

Said assignment of annexation rights is pursuant to that certain Annexation and Service Agreement dated December 2, 2003 and recorded as Doc. No. 1292234 on December 22, 2003 in the Winnebago County Register of Deeds Office. That Agreement required annexation of the property within fifteen (15) years after the date of the agreement. We the undersigned, elect that this annexation shall take effect to the full extent consistent with outstanding priorities of other annexations, incorporations, or consolidations proceedings, if any.

Signature of Petitioner	Date of Signing	Owner	Petitioner Address
 Mayor Dean R. Kaufert	<u>3-20-2020</u>	City of Neenah	211 Walnut Street Neenah, WI 54956
 Patty Sturm, Clerk	<u>3-20-2020</u>		

STATE OF WISCONSIN)
) SS.
COUNTY OF WINNEBAGO)

This Instrument was signed and sealed before me this 20th day of March, 2020.



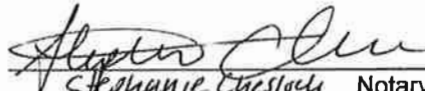
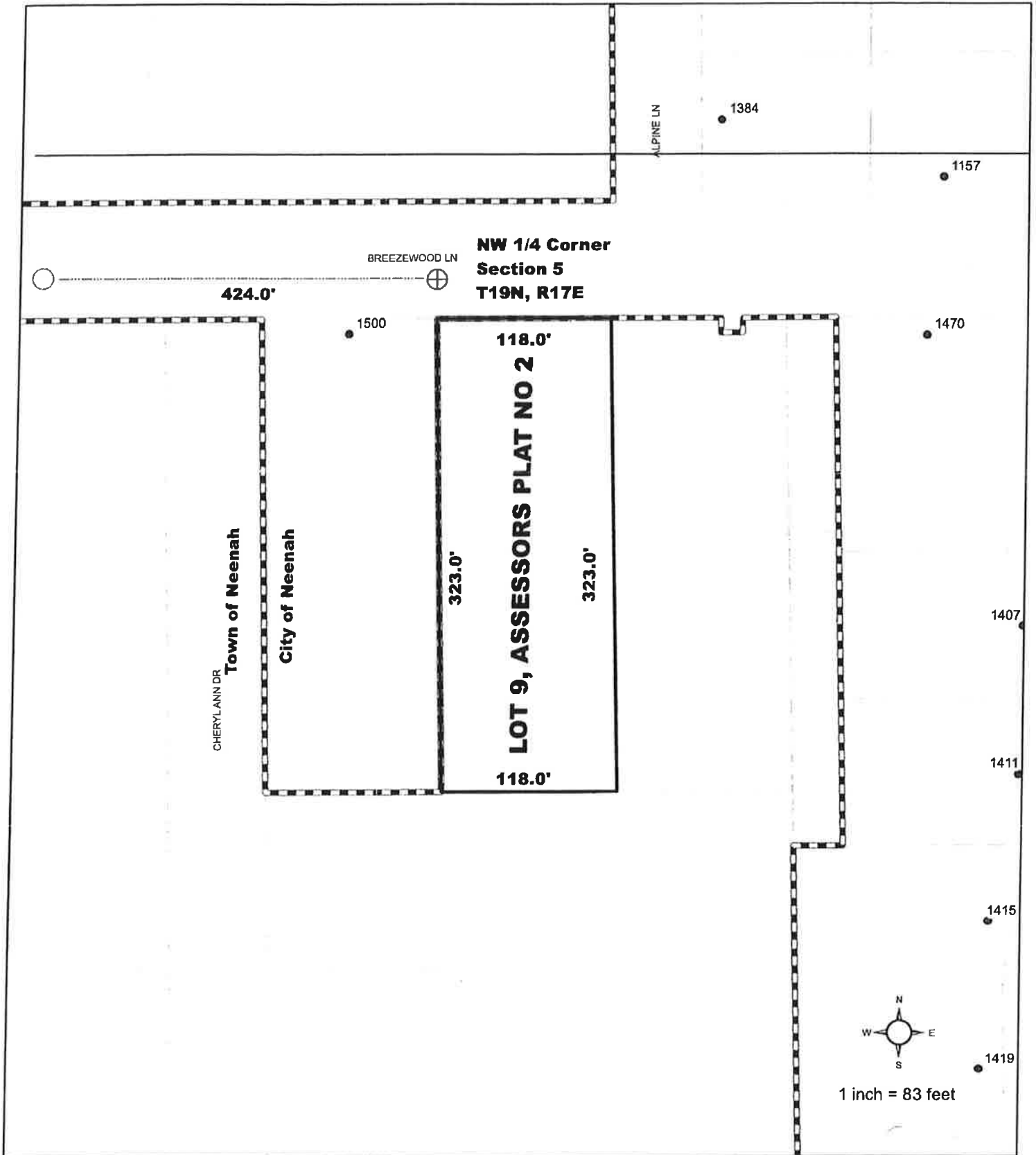

Stephanie Cheslock, Notary Public
Winnebago County, Wisconsin.
My Commission Expires: 5-17-2020

EXHIBIT A

MAP OF PROPOSED ANNEXATION

MAP OF THE NW 1/4 OF THE NW 1/4 OF SECTION 5, T19N, R17E, WINNEBAGO COUNTY, WISCONSIN



THIS AGREEMENT entered into as of the date stated below, is by and between the City of Neenah, Wisconsin, a municipal corporation and political subdivision of the State of Wisconsin (the "City") and Thomas R. Hoare, and Janet H. Hoare, husband and wife, as marital property (the "Owners").

WITNESSETH

WHEREAS, the Owners own the following described property in the Town of Neenah, Winnebago County located at 1490 Breezewood Lane, Neenah, Wisconsin:

Lot Nine (9) in AESSORS PLAT NO. 2, Town of Neenah, Winnebago County, Wisconsin (the "Property"); and,

WHEREAS, the Owners wish to obtain sanitary sewer service from the City and the City has agreed to provide that service subject to certain terms as outlined in a boundary agreement between the City and the Town of Neenah dated April 15, 2003 (the "Boundary Agreement"); and,

WHEREAS, the Boundary Agreement provides that the Property is located in an area designated as the "City Service Area"; and,

WHEREAS, properties in the City Service Area may obtain sanitary sewer service from the City provided the property owners agree to annex their property to the City within a time certain and immediately in the event that water service is requested; and,

WHEREAS, Owners agree to the terms of service and future annexation of the Property to the City under the terms and conditions outlined herein;

NOW THEREFORE, in consideration of the mutual covenants, agreements, terms and conditions herein set forth, the Owners and the City agree as follows:

1. **RECITALS.** The provisions of the preamble herein above set forth are hereby restated and incorporated herein by reference.

2. **SANITARY SEWER SERVICE.** The City agrees to provide sanitary sewer service to the Property in accordance with the terms and specifications outlined in the City's ordinances and policies. Owners shall pay all customary and ordinary connection charges as provided for in City policies prior to connection to the service.

3. **WATER SERVICE.** Owners shall not be entitled to receive water service from the City unless and until Owners complete the annexation of the Property to the City. In the event that the Owners agree to immediate annexation, the City will provide water service to the Property within a reasonable time after the Property is annexed. The Owners shall pay any assessments, fees or charges required under City ordinances and policies in accordance with terms set by City policy.

4. **REGULATIONS.** The Owners shall enjoy the same rights and abide by the same rules and regulations with respect to water and sewer service, availability, and usage as consumers and customers within the corporate limits of the City. This provision includes, but is not limited to, any sprinkling bans or limitations, which may be imposed by the City.

5. **ANNEXATION.** Owners hereby assign, transfer, devise, convey and warrant to City, Owners' rights under Wis. Stat. §66.0217 to petition the City to annex the Property to the City upon the earliest occurrence of one of the following conditions:

- a. Fifteen (15) years from the date of this Agreement, but not later than April 15, 2033.
- b. The sale of the Property to a third party. For the purposes of this agreement, third parties shall be any legal entity other than the Owners' mother, father, child, stepchild or grandparent.

1292234

REGISTER'S OFFICE
WINNEBAGO COUNTY, WI
RECORDED ON

12/22/2003 09:30AM

SUSAN WINNINGHOFF
REGISTER OF DEEDS

RECORDING FEE 15.00
TRANSFER FEE
OF PAGES 3

Recording Area

Return to:

James G. Godlewski, City Attorney
City of Neenah, PO Box 426
Neenah, WI 54957-0426

Parcel No.: 010-1558

charge

c. Upon receipt of water service from the City, subject to the terms and conditions of City water service applicable to Owners under the City's ordinances.

The City may unilaterally file a Notice of Intent to Annex the Property upon the occurrence of one of the events listed above. The annexation shall be treated as a Direct Annexation by Unanimous Approval and the City shall follow the statutory procedures provided for such annexation. The Mayor and City Clerk of the City shall be the appropriate parties to sign all paperwork associated with the annexation of the Property under this agreement. Provided however the failure, refusal or neglect to submit these items shall in no way affect the continued validity of this Agreement.

6. COSTS AND FEES. The Owners shall pay all charges, fees and assessments related to connecting to the City sanitary sewer and water system, at the rates in effect on the date of application for water service. These fees and charges to be paid may include, but are not necessarily limited to the cost to install water main and appurtenances, the capacity charge for any water pump stations, any water or sewer system capacity charge(s), any inspection fees, recapture fee, tap fee, connection fee, meter charge, and costs related to any required street opening. The Owners shall also pay any annexation fee, subdivision fee, storm water fee and any other fee applicable to annexations at the time the annexation of the Property under Paragraph 5 is finalized. The Owners may take advantage of any payment plans permitted for sanitary sewer and/or water connections under then existing City policy. In the event that the Owners, or Owners' successors, assigns and heirs fails to pay any costs or fees due under this agreement, then the City shall have the right to immediately assess the cost of those charges against the Property as a special assessment in accordance with the terms of §66.0703, Wis. Stats. In the event that the special assessment requires approval by the Town of Neenah and the Town of Neenah refuses to approve said special assessment as an immediate charge pursuant to §66.0707, Wis. Stats., then the City may immediately exercise its rights under Paragraph 5 of this agreement to file a petition to annex the Property to the City and the Owners shall be deemed to have assigned its rights to petition for annexation to the City.

7. RECORDING. The City shall record this Agreement in the office of the Register of Deeds of Winnebago County. In addition, the City shall record any annexation documents as required under state law when annexation of the Property occurs as provided for in Paragraph 4 above.

8. SUCCESSORS. This Agreement shall be binding upon the Owners, as well as the Owners' successors, assigns and heirs. This Agreement shall constitute a covenant running with the land and shall be binding upon all persons taking any interest or right in the Property after the date this Agreement is executed by the City. Any person acquiring any rights or interest in the Property after the date of this Agreement shall be bound by the terms thereof and shall be deemed to have accepted and approved this Agreement in full. It shall also be binding upon any party asserting homestead rights in the property now or at any time in the future.

9. ENFORCEMENT. The parties to this Agreement or their successors or assigns, may, in either law or equity, by suit, action, mandamus, injunction, or other proceedings in court, enforce and compel the performance of this Agreement, including suits for specific performance.

10. AMENDMENT. This Agreement may only be amended by written instruments signed by both parties.

11. SEVERABILITY. If any portion of this Agreement or ordinance enacted pursuant hereto shall be declared invalid, the same shall not affect the validity of this Agreement as a whole, other than the part so declared invalid.

12. COUNTERPARTS. This Agreement may be executed in multiple counterparts of duplicate originals or with multiple signature pages each of which shall constitute and be deemed one and the same document.

13. OWNERSHIP WARRANTY. The undersigned Owners warrant that they constitute all owners of the Property and that they have full authority and power to sign the Agreement and the petition submitted herewith and that they have not and will not take any action to change ownership in the Property until after this Agreement is recorded.

IN WITNESS WHEREOF this Agreement has been duly executed by whose names are subscribed below or on the signature pages attached hereto from time to time, and which pages are specifically incorporated herein.

Dated this 3rd day of December, 2003.

CITY OF NEENAH

George D. Scherck (SEAL)
George D. Scherck, Mayor

Attest: Patricia A. Peterson (SEAL)
Patricia A. Peterson, City Clerk

OWNER

Thomas R. Hoare
Thomas R. Hoare

Janet H. Hoare
Janet H. Hoare

AUTHENTICATION

Signature(s) of George D. Scherck, Mayor and Patricia A. Peterson, City Clerk authenticated this 3rd day of December 2003

James G. Godlewski
James G. Godlewski
Title: Member State Bar of Wisconsin

THIS INSTRUMENT DRAFTED BY:

James G. Godlewski, City Attorney
211 Walnut St., Neenah, WI 54956

(SIGNATURES MAY BE AUTHENTICATED OR
ACKNOWLEDGED. BOTH ARE NOT NECESSARY.)

ACKNOWLEDGMENT


STATE OF WISCONSIN)
) ss.
COUNTY OF WINNEBAGO)

Personally came before me this 2nd day of Dec. 2003 the above named Thomas R. Hoare and Janet H. Hoare, husband and wife, as marital property, who acknowledged that they executed the foregoing instrument on their behalf.

Julie A. Reich
Notary Public, WINNEBAGO County, Wisconsin.
My commission is permanent.
(If not, state expiration date: August 15, 2004)



MEMORANDUM

DATE: April 2, 2020
TO: Mayor Kaufert, and Members of Plan Commission
FROM: Brad Schmidt, AICP, Deputy Director 
RE: Annexation #218 (1510 Breezewood Lane) – 0.89 Acres

The City of Neenah has submitted a petition to annex 1510 Breezewood Lane subject to the Annexation and Service Agreement entered in to between the City and property owner in 2003. The Agreement allowed the property owner to connect to City sanitary sewer in exchange for signing the Agreement which required the property to annex in to the City after 15 years or if the property was sold. In this case, the 15-year deadline has passed and the City is exercising its right to annex the property. The annexation area is approximately 0.89 acres. The parcel is currently developed with a single-family residence. Upon annexation, the property will be zoned R-1, Single-Family Residence District.

The City's Comprehensive Plan Future Land Use Map (2017) currently identifies the annexation area as Residential Neighborhood Investment Area. The objectives of the District are to protect and strengthen existing neighborhoods within the City and encourage the orderly replacement of non-conforming uses in established neighborhoods. The proposed use is consistent with the City's Comprehensive Plan.

The subject land is located within the Town of Neenah and is subject to the City of Neenah/Town of Neenah Boundary Agreement (2003). The land is identified as City Growth Area, which allows the City to annex the property.

The annexation petition was also sent to the Town of Neenah's Clerk and the Wisconsin Department of Administration per State Statutes. The Plan Commission's role in reviewing annexation requests is to determine whether the proposed annexation is consistent with established City Plans. In addition to Plan Commission review, the City's Finance and Personnel Committee reviews the financial impacts an annexation might have on City services. The Wisconsin Department of Administration also reviews the annexation for consistency with State Statutes.

Recommendation

Appropriate action at this time is for Plan Commission to recommend Council approve Annexation #218 (Ordinance #2020-05) and the property also receive an R-1, Single-Family Residence District zoning classification.



AN ORDINANCE: By the Neenah Plan Commission
Re: Annexing – 0.89 Acres of land - 1510
Breezewood Lane – to the City of Neenah.

ORDINANCE NO. 2020-05
Introduced: _____
Committee/Commission Action:

AN ORDINANCE

The Common Council of the City of Neenah, Wisconsin, do ordain as follows:

Section 1. Pursuant to Section 66.0217(2), Wis. Stats., the following described territory contiguous to the City of Neenah and presently in the Town of Neenah, be and the same hereby is, annexed to the City of Neenah, and the corporate limits of said City are hereby extended so as to include the following described property and shown on the attached Exhibit 1:

Part of the Northwest ¼ of the Northwest ¼ of Section 5, Town 19 North, Range 17 East, Town of Neenah, Winnebago County, State of Wisconsin, being bounded and described as follows:

Lot (7) in ASSESSOR’S PLAT NO. 2, Town of Neenah, Winnebago County, Wisconsin, (commonly known as 1510 Breezewood Lane, Neenah, WI).

That said territory shall be zoned R-1, Single-Family Residence District.

Section 2. The petition for annexation is conducted under unanimous approval (Wisconsin State Statute Sec. 66.0217(2)). The Wisconsin Department of Administration issued this annexation petition Municipal Boundary Review number 14296. The annexation area is 0.89 acres in size and is wholly located in the Town of Neenah, Winnebago County. The parcel number of the land being annexed is 0101556 and the population of all people living on the transferred land is 2.

Section 3. That the limits of the Third Aldermanic District in the City of Neenah are hereby extended in such manner as to include said territory.

Section 4. Severability. In the event any section, subsection, clause, phrase or portion of this ordinance is for any reason held illegal, invalid or unconstitutional by any court of competent

jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remainder of this ordinance. It is the legislative intent of the Common Council that this ordinance would have been adopted if such illegal provision had not been included or any illegal application had not been made.

Section 5. Repeal and Effective Date. All ordinances or parts of ordinances and resolutions in conflict herewith are hereby repealed. This ordinance shall take effect from and after its passage and publication.

Adopted: _____

Published: _____

Approved:

Dean R. Kaufert, Mayor

Attest:

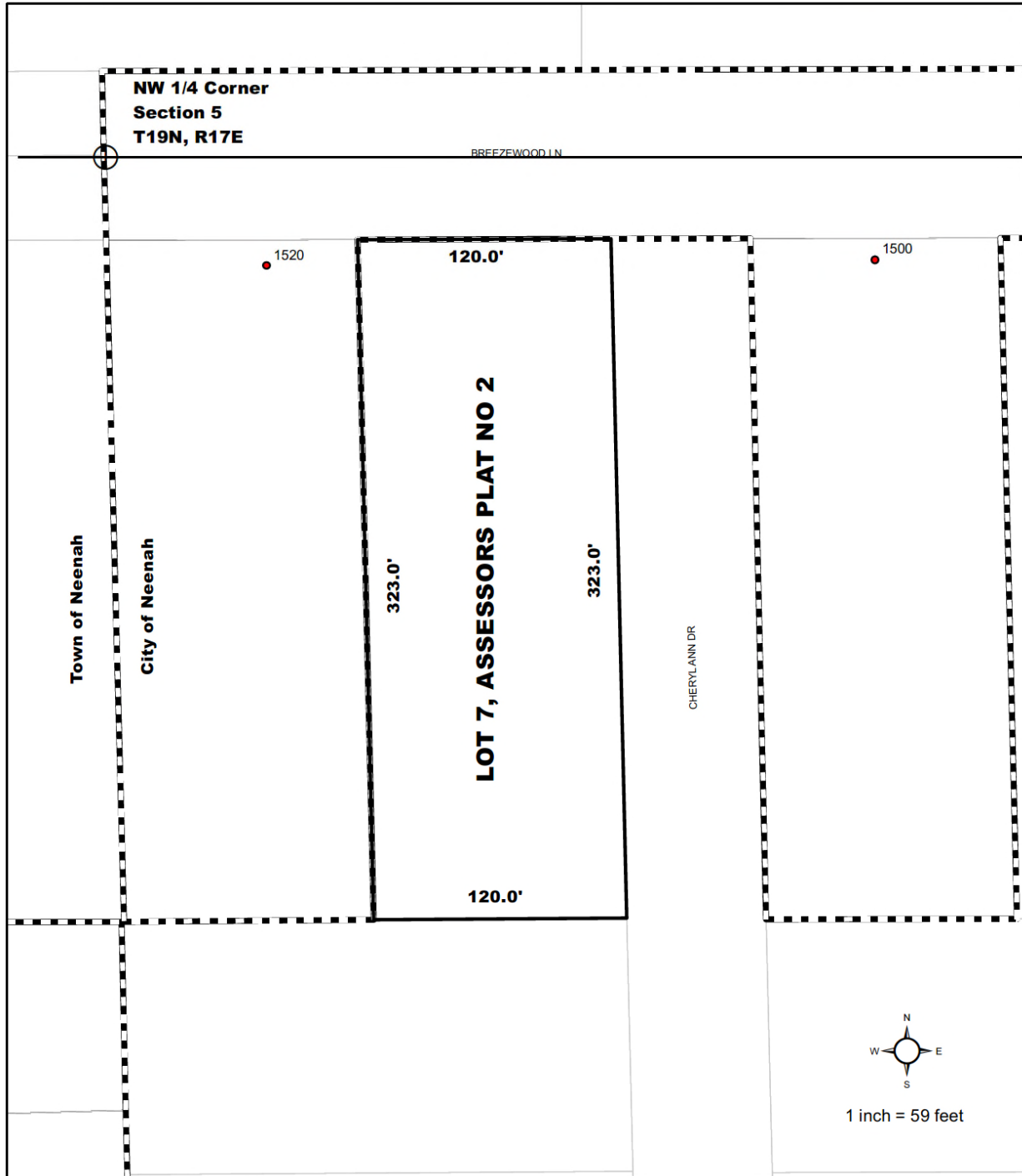
Stephanie Cheslock, Deputy City Clerk

Exhibit 1

EXHIBIT A

MAP OF PROPOSED ANNEXATION

MAP OF THE NW 1/4 OF THE NW 1/4 OF SECTION 5, T19N, R17E, WINNEBAGO COUNTY, WISCONSIN



Request for Annexation Review

Wisconsin Department of Administration

WI Dept. of Administration
Municipal Boundary Review
101 E. Wilson Street, 9th Floor
Madison WI 53703
608-264-6102 Fax: 608-264-6104
wimunicipalboundaryreview@wi.gov
<http://doa.wi.gov/municipalboundaryreview/>

Petitioner Information

Name: **CITY OF NEENAH**

Address: **211 WALNUT STREET**

NEENAH, WI 54956

Email: **BSCHMIDT@CI.NEENAH.WI.US**

Office use only:

1. Town where property is located: **NEENAH**

2. Petitioned City or Village: **NEENAH**

3. County where property is located: **WINNEBAGO**

4. Population of the territory to be annexed: **2**

5. Area (in acres) of the territory to be annexed: **0.889**

6. Tax parcel number(s) of territory to be annexed
(if the territory is part or all of an existing parcel): **0101556**

Petitioners phone:

(920) 886-6126

Town clerk's phone:

(920) 725-0916

City/Village clerk's phone:

(920) 886-6101

Contact Information if different than petitioner:

Representative's Name and Address:

BRAD SCHMIDT

211 WALNUT STREET

NEENAH WI 54956

Phone: **(920) 886-6126**

E-mail: **BSCHMIDT@CI.NEENAH.WI.US**

Surveyor or Engineering Firm's Name & Address:

NA

NA

NA

NA

Phone: **NA**

E-mail: **NA**

Required Items to be provided with submission (to be completed by petitioner):

- Legal Description meeting the requirements of [s.66.0217 \(1\) \(c\)](#) [see attached annexation guide]
- Map meeting the requirements of [s. 66.0217 \(1\) \(g\)](#) [see attached annexation guide]
- Signed Petition or Notice of Intent to Circulate is included
- Indicate Statutory annexation method used:
 - Unanimous per [s. 66.0217 \(2\)](#), or,
OR
 - Direct by one-half approval per [s. 66.0217 \(3\)](#)
- Check or money order covering review fee [see next page for fee calculation]

Annexation Review Fee Schedule

A Guide for Calculating the Fee Required by ss.16.53 (4) and 66.0217, Wis. Stats.

Required Fees

There is an initial filing fee and a variable review fee

\$200 Initial Filing Fee (required with the first submittal of all petitions)

\$200 – 2 acres or less

\$350 – 2.01 acres or more

\$200 Review Fee (required with all annexation submittals except those that consist ONLY of road right-of-way)

\$200 – 2 acres or less

\$600 – 2.01 to 10 acres

\$800 – 10.01 to 50 acres

\$1,000 – 50.01 to 100 acres

\$1,400 – 100.01 to 200 acres

\$2,000 – 200.01 to 500 acres

\$4,000 – Over 500 acres

\$400 TOTAL FEE DUE (Add the Filing Fee to the Review Fee)

Attach check or money order here, payable to: **Department of Administration**

**THE DEPARTMENT WILL NOT PROCESS
AN ANNEXATION PETITION THAT IS NOT ACCOMPANIED
BY THE REQUIRED FEE.**

**THE DEPARTMENT'S 20-DAY STATUTORY REVIEW PERIOD
COMMENCES UPON RECEIPT OF THE PETITION AND REVIEW FEE**

ANNEXATION SUBMITTAL GUIDE

s. 66.0217 (5) THE PETITION

- State the purpose of the petition:
 - Direct annexation by unanimous approval; OR
 - Direct annexation by one-half approval; OR
 - Annexation by referendum.

- Petition must be signed by:
 - All owners and electors, if by unanimous approval.
 - See [66.0217 \(3\) \(a\)](#), if by one-half approval.
 - See [66.0217 \(3\) \(b\)](#), if by referendum.

- State the population of the land to be annexed.

[It is beneficial to include Parcel ID or Tax numbers, the parcel area, and identify the annexee (Town) and annexor (Village or City) in the petition.]

s. 66.0217 (1) (c) THE DESCRIPTION

- The annexation petition must include a legal description of the land to be annexed. The land must be described by reference to the government lot, private claim, quarter-section, section, town and range in which the land lies. The land must be further described by metes and bounds commencing from a monumented corner of the section or quarter-section, or the monumented end of a private claim or federal reservation, in which the land lies; OR

- If the land is wholly and entirely within a lot or lots, or all of a block or blocks of a recorded subdivision plat or certified survey map, it must be described by reference to the lot (s) and/or block (s) therein, along with the name of the plat or the number, volume, page, and County of the certified survey map.

- The land may NOT be described by:
 - Aliquot part;
 - Reference to any other document (plat of survey, deed, etc.);
 - Exception or Inclusion;
 - Parcel ID or tax number.

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- The map shall be an **accurate reflection** of the legal description of the parcel being annexed. As such, it must show:
 - A tie line from the parcel to the monumented corner of the section or quarter-section, or the monumented end of a private claim or federal reservation, in which the parcel lies. The corner and monument must be identified.
 - Bearings and distances along all parcel boundaries as described.
 - All adjoining as referenced in the description.

- The map must include a **graphic scale**.

- The map must show and identify the existing municipal boundary, in relation to the parcel being annexed.

[It is beneficial to include a North arrow, and identify adjacent streets and parcels on the map.]

s. 66.0217 FILING

- The petition must be filed with the Clerk of the annexing City or Village and with the Clerk of the Town in which the land is located.

- If the annexation is by one-half approval, or by referendum, the petitioner must post notice of the proposed annexation as required by [s. 66.0217 \(4\)](#).

- If the lands being annexed are within a County of 50,000 or greater population, the petition must also be filed with the Department of Administration for review

[Note that no municipality within a County of 50,000 or greater population may enact an annexation ordinance prior to receiving a review determination from the Department of Administration.]

**PETITION FOR DIRECT ANNEXATION
PURSUANT TO SECTION 66.0217(2), WISCONSIN STATUTES**

We, the undersigned, constituting the assignee of the annexation rights of all owners and the owners' assignees of the real property in the following territory of the Town of Neenah, Winnebago County, Wisconsin, petition the Honorable Mayor and Common Council of the City of Neenah to annex the territory described below and shown on the attached scaled map (Exhibit A) to the City of Neenah, Winnebago County, Wisconsin.

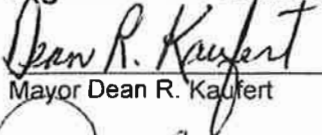
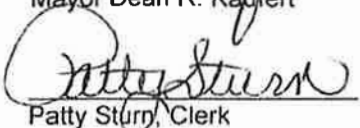
Part of the Northwest ¼ of the Northwest ¼ of Section 5, Town 19 North, Range 17 East, Town of Neenah, Winnebago County, State of Wisconsin, being bounded and described as follows:

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Parcel Number - 0101556

The current population of such territory is 2.

Said assignment of annexation rights is pursuant to that certain Annexation and Service Agreement dated December 4, 2003 and recorded as Doc. No. 1292233 on December 22, 2003 in the Winnebago County Register of Deeds Office. That Agreement required annexation of the property within fifteen (15) years after the date of the agreement. We the undersigned, elect that this annexation shall take effect to the full extent consistent with outstanding priorities of other annexations, incorporations, or consolidations proceedings, if any.

Signature of Petitioner	Date of Signing	Owner	Petitioner Address
 Mayor Dean R. Kaufert	<u>3-20-2020</u>	<u>City of Neenah</u>	211 Walnut Street Neenah, WI 54956
 Patty Sturr, Clerk	<u>3-20-2020</u>		

STATE OF WISCONSIN)
) SS.
COUNTY OF WINNEBAGO)

This Instrument was signed and sealed before me this 20th day of March, 2020.




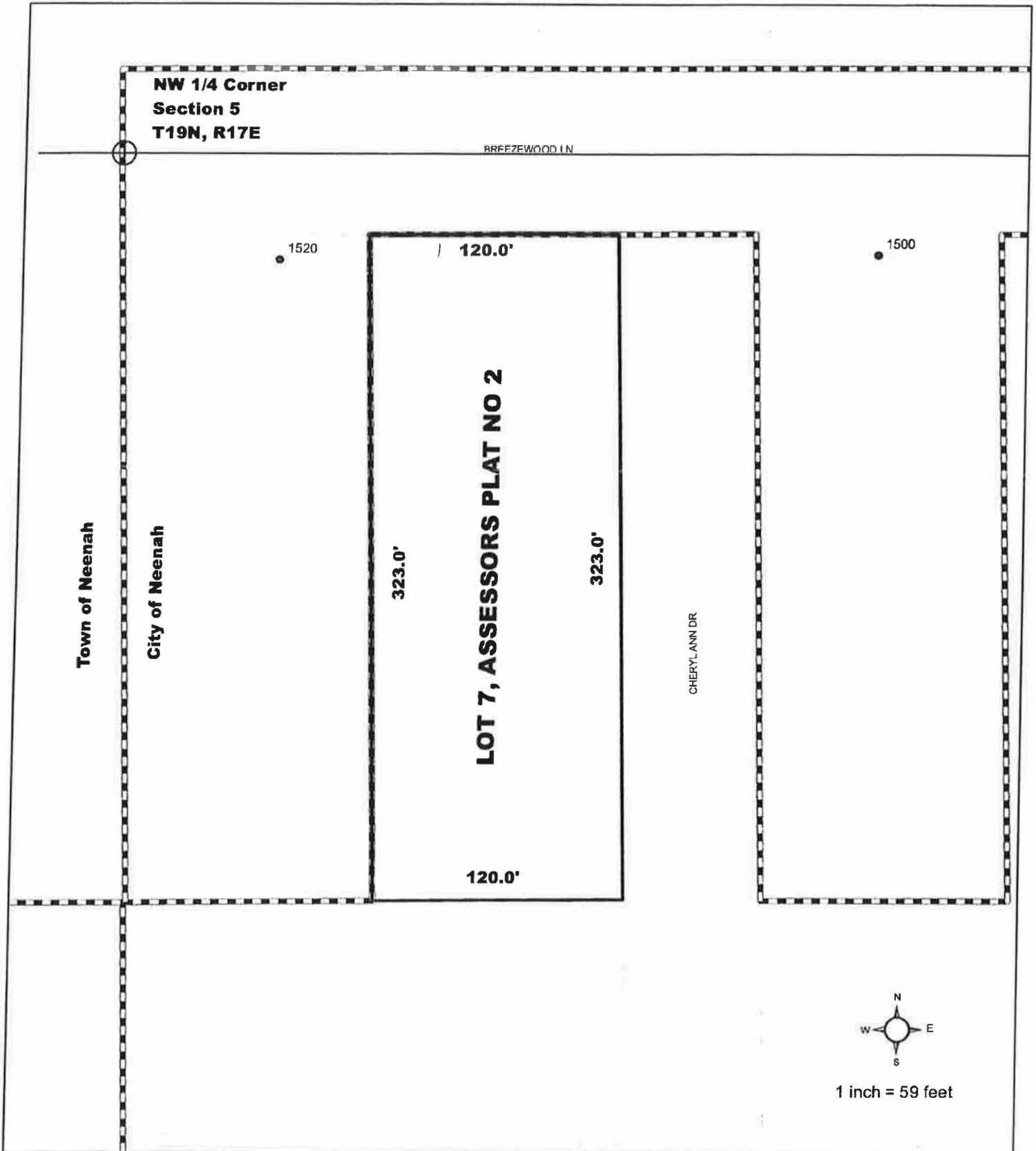

Stephanie Cheslock, Notary Public
Winnebago County, Wisconsin.
My Commission Expires: 5-17-2020

EXHIBIT A

MAP OF PROPOSED ANNEXATION

MAP OF THE NW 1/4 OF THE NW 1/4 OF SECTION 5, T19N, R17E, WINNEBAGO COUNTY, WISCONSIN



9

DOCUMENT NUMBER ANNEXATION & SERVICE AGREEMENT

THIS AGREEMENT entered into as of the date stated below, is by and between the City of Neenah, Wisconsin, a municipal corporation and political subdivision of the State of Wisconsin (the "City") and Janice M Lietz, (the "Owner").

1292233
REGISTER'S OFFICE
WINNEBAGO COUNTY, WI
RECORDED ON
12/22/2003 09:30AM
SUSAN WINNINGHOFF
REGISTER OF DEEDS
RECORDING FEE 15.00
TRANSFER FEE
OF PAGES 3

WITNESSETH

WHEREAS, the Owner owns the following described property in the Town of Neenah, Winnebago County located at 1510 Breezewood Lane, Neenah, Wisconsin:

Lot Seven (7) in ACESSORS PLAT NO. 2, Town of Neenah, Winnebago County, Wisconsin (the "Property"); and,

WHEREAS, the Owner wishes to obtain sanitary sewer service from the City and the City has agreed to provide that service subject to certain terms as outlined in a boundary agreement between the City and the Town of Neenah dated April 15, 2003 (the "Boundary Agreement"); and,

WHEREAS, the Boundary Agreement provides that the Property is located in an area designated as the "City Service Area"; and,

WHEREAS, properties in the City Service Area may obtain sanitary sewer service from the City provided the property owners agree to annex their property to the City within a time certain and immediately in the event that water service is requested; and,

WHEREAS, Owner agrees to the terms of service and future annexation of the Property to the City under the terms and conditions outlined herein;

NOW THEREFORE, in consideration of the mutual covenants, agreements, terms and conditions herein set forth, the Owner and the City agree as follows:

1. RECITALS. The provisions of the preamble herein above set forth are hereby restated and incorporated herein by reference.
2. SANITARY SEWER SERVICE. The City agrees to provide sanitary sewer service to the Property in accordance with the terms and specifications outlined in the City's ordinances and policies. Owner shall pay all customary and ordinary connection charges as provided for in City policies prior to connection to the service.
3. WATER SERVICE. Owner shall not be entitled to receive water service from the City unless and until Owner completes the annexation of the Property to the City. In the event that the Owner agrees to immediate annexation, the City will provide water service to the Property within a reasonable time after the Property is annexed. The Owner shall pay any assessments, fees or charges required under City ordinances and policies in accordance with terms set by City policy.
4. REGULATIONS. The Owner shall enjoy the same rights and abide by the same rules and regulations with respect to water and sewer service, availability, and usage as consumers and customers within the corporate limits of the City. This provision includes, but is not limited to, any sprinkling bans or limitations, which may be imposed by the City.
5. ANNEXATION. Owners hereby assign, transfer, devise, convey and warrant to City, Owner's rights under Wis. Stat. §66.0217 to petition the City to annex the Property to the City upon the earliest occurrence of one of the following conditions:
 - a. Fifteen (15) years from the date of this Agreement, but not later than April 15, 2033.
 - b. The sale of the Property to a third party. For the purposes of this agreement, third parties shall be any legal entity other than the Owner's mother, father, child, stepchild or grandparent.
 - c. Upon receipt of water service from the City, subject to the terms and conditions of City water service

Recording Area
Return to:
James G. Godlewski, City Attorney
City of Neenah, PO Box 426
Neenah, WI 54957-0426
Charge
Parcel No.:

0-3

applicable to Owners under the City's ordinances.

The City may unilaterally file a Notice of Intent to Annex the Property upon the occurrence of one of the events listed above. The annexation shall be treated as a Direct Annexation by Unanimous Approval and the City shall follow the statutory procedures provided for such annexation. The Mayor and City Clerk of the City shall be the appropriate parties to sign all paperwork associated with the annexation of the Property under this agreement. . Provided however the failure, refusal or neglect to submit these items shall in no way affect the continued validity of this Agreement.

6. COSTS AND FEES. The Owner shall pay all charges, fees and assessments related to connecting to the City sanitary sewer and water system, at the rates in effect on the date of application for water service. These fees and charges to be paid may include, but are not necessarily limited to the cost to install water main and appurtenances, the capacity charge for any water pump stations, any water or sewer system capacity charge(s), any inspection fees, recapture fee, tap fee, connection fee, meter charge, and costs related to any required street opening. The Owner shall also pay any annexation fee, subdivision fee, storm water fee and any other fee applicable to annexations at the time the annexation of the Property under Paragraph 5 is finalized. The Owner may take advantage of any payment plans permitted for sanitary sewer and/or water connections under then existing City policy. In the event that the Owner, or Owner's successors, assigns and heirs fails to pay any costs or fees due under this agreement, then the City shall have the right to immediately assess the cost of those charges against the Property as a special assessment in accordance with the terms of §66.0703, Wis. Stats. In the event that the special assessment requires approval by the Town of Neenah and the Town of Neenah refuses to approve said special assessment as an immediate charge pursuant to §66.0707, Wis. Stats., then the City may immediately exercise its rights under Paragraph 5 of this agreement to file a petition to annex the Property to the City and the Owner shall be deemed to have assigned its rights to petition for annexation to the City.

7. RECORDING. The City shall record this Agreement in the office of the Register of Deeds of Winnebago County. In addition, the City shall record any annexation documents as required under state law when annexation of the Property occurs as provided for in Paragraph 4 above.

8. SUCCESSORS. This Agreement shall be binding upon the Owner, as well as the Owner's successors, assigns and heirs. This Agreement shall constitute a covenant running with the land and shall be binding upon all persons taking any interest or right in the Property after the date this Agreement is executed by the City. Any person acquiring any rights or interest in the Property after the date of this Agreement shall be bound by the terms thereof and shall be deemed to have accepted and approved this Agreement in full. It shall also be binding upon any party asserting homestead rights in the property now or at any time in the future.

9. ENFORCEMENT. The parties to this Agreement or their successors or assigns, may, in either law or equity, by suit, action, mandamus, injunction, or other proceedings in court, enforce and compel the performance of this Agreement, including suits for specific performance.

10. AMENDMENT. This Agreement may only be amended by written instruments signed by both parties.

11. SEVERABILITY. If any portion of this Agreement or ordinance enacted pursuant hereto shall be declared invalid, the same shall not affect the validity of this Agreement as a whole, other than the part so declared invalid.

12. COUNTERPARTS. This Agreement may be executed in multiple counterparts of duplicate originals or with multiple signature pages each of which shall constitute and be deemed one and the same document.


13. OWNERSHIP WARRANTY. The undersigned Owner warrants that she constitutes all owners of the Property and that he has full authority and power to sign the Agreement and the petition submitted herewith and that they have not and will not take any action to change ownership in the Property until after this Agreement is recorded.

IN WITNESS WHEREOF this Agreement has been duly executed by whose names are subscribed below or on the signature pages attached hereto from time to time, and which pages are specifically incorporated herein.

Dated this _____ day of _____, 2003.

CITY OF NEENAH

OWNER

 (SEAL)
George D. Scherck, Mayor


Janice M. Lietz

Attest:  (SEAL)
Patricia A. Peterson, City Clerk

AUTHENTICATION

ACKNOWLEDGMENT


Signature(s) of George D. Scherck, Mayor and Patricia A. Peterson, City Clerk authenticated this ___ day of _____, 2003

STATE OF WISCONSIN)
) ss.
COUNTY OF WINNEBAGO)

James G. Godlewski
Title: Member State Bar of Wisconsin

Personally came before me, this 4th day of Dec., 2003 the above named Janice G. Lietz, who acknowledged that she executed the foregoing Instrument on his behalf.

THIS INSTRUMENT DRAFTED BY:


Notary Public, WINNEBAGO County, Wisconsin.
My commission is permanent.
(If not, state expiration date: August 15, 2007)

(SIGNATURES MAY BE AUTHENTICATED OR
ACKNOWLEDGED. BOTH ARE NOT NECESSARY.)



MEMORANDUM

DATE: April 24, 2020
TO: Mayor Kaufert, and Members of Plan Commission
FROM: Brad Schmidt, AICP, Deputy Director
RE: Annexation #219 (Shootingstar Drive) – 1.4 Acres

The City of Neenah, under Wisconsin State Statute Sec. 66.0223, is proposing to annex land contiguous to the City for the purpose of extending Shootingstar Drive west to Armstrong Street. The proposed annexation includes a City-owned parcel (0.35 acres) and approximately 1.0 acres of public right-of-way known as Armstrong Street all in the Town of Neenah. Upon annexation, the property will be zoned R-1, Single-Family Residence District. The Shootingstar Drive extension west onto the City-owned parcel will be consistent with the existing 60-foot right-of-way leaving approximately 40 feet of the parcel that will be subdivided off to create two outlots on the north and south side of the street extension. These outlots could be sold and combined to the adjoining parcels at a later date.

The City's Comprehensive Plan Future Land Use Map (2017) currently identifies the annexation area as Rural Conservation. The purpose of the Rural Conservation future land use category is to protect from premature development until a time when City water, sewer and other services are available to serve the area. In this case, water and sewer infrastructure are adjacent to the proposed annexation area. The proposed use is consistent with the City's Comprehensive Plan.

The Plan Commission's role in reviewing annexation requests is to determine whether the proposed annexation is consistent with established City Plans. In addition to the Comprehensive Plan, the City also has a Boundary Agreement with the Town of Neenah which identifies this area as Neenah Service Area. Per the Agreement, the City has the right to annex property within this classification. The City's Finance and Personnel Committee reviews the financial impacts an annexation might have on City services. The Wisconsin Department of Administration also reviews the annexation for consistency with State Statutes.

Recommendation

Appropriate action at this time is for Plan Commission to recommend Common Council approve Annexation #219 (Ordinance #2020-06) and the property also receive an R-1, Single-Family Residence District zoning classification.



AN ORDINANCE: By the Neenah Plan Commission
Re: Annexing – City of Neenah owned property
along Armstrong Street including the adjoining
Armstrong Street public right-of-way to the City
of Neenah.

ORDINANCE NO. 2020-06

Introduced: _____

Committee/Commission Action: _____

AN ORDINANCE

The Common Council of the City of Neenah, Wisconsin, do ordain as follows:

Section 1. Pursuant to Section 66.0223, Wis. Stats., the following described territory contiguous to the City of Neenah and presently in the Town of Neenah, be and the same hereby is, annexed to the City of Neenah, and the corporate limits of said City are hereby extended so as to include the following described property and shown on the attached Exhibit A:

THAT PART OF THE NORTHEAST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 6, TOWNSHIP 19 NORTH, RANGE 17 EAST, TOWN OF NEENAH, WINNEBAGO COUNTY WISCONSIN DESCRIBED AS FOLLOWS:

LOT 5 OF THE ARMSTRONGS ORIGINAL PLAT, TOWN OF NEENAH, WINNEBAGO COUNTY, STATE OF WISCONSIN, INCLUDING ALL OF THE ARMSTRONG STREET PUBLIC RIGHT-OF-WAY, EXTENDING 66 FEET WEST FROM THE SOUTHWEST CORNER OF SAID LOT 5 THENCE NORTH APPROXIMATELY 705.10 FEET TO THE SOUTHERN RIGHT-OF-WAY LINE OF BREEZEWOOD LANE.

Section 2. A portion of this land is Right-of-Way and therefore a zoning designation is not applicable. Lot 5 of said annexation is proposed to be zoned R-1, Single-Family Residence District upon annexation.

Section 3. That the limits of the Third Aldermanic District in the City of Neenah are hereby extended in such manner as to include said territory.

Section 4. Severability. In the event any section, subsection, clause, phrase or portion of this ordinance is for any reason held illegal, invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remainder of this ordinance. It is the legislative intent of the Common Council that this ordinance would have been adopted if such illegal provision had not been included or any illegal application had not been made.

Section 5. Repeal and Effective Date. All ordinances or parts of ordinances and resolutions in conflict herewith are hereby repealed. This ordinance shall take effect from and after its passage and publication.

Approved:

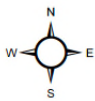
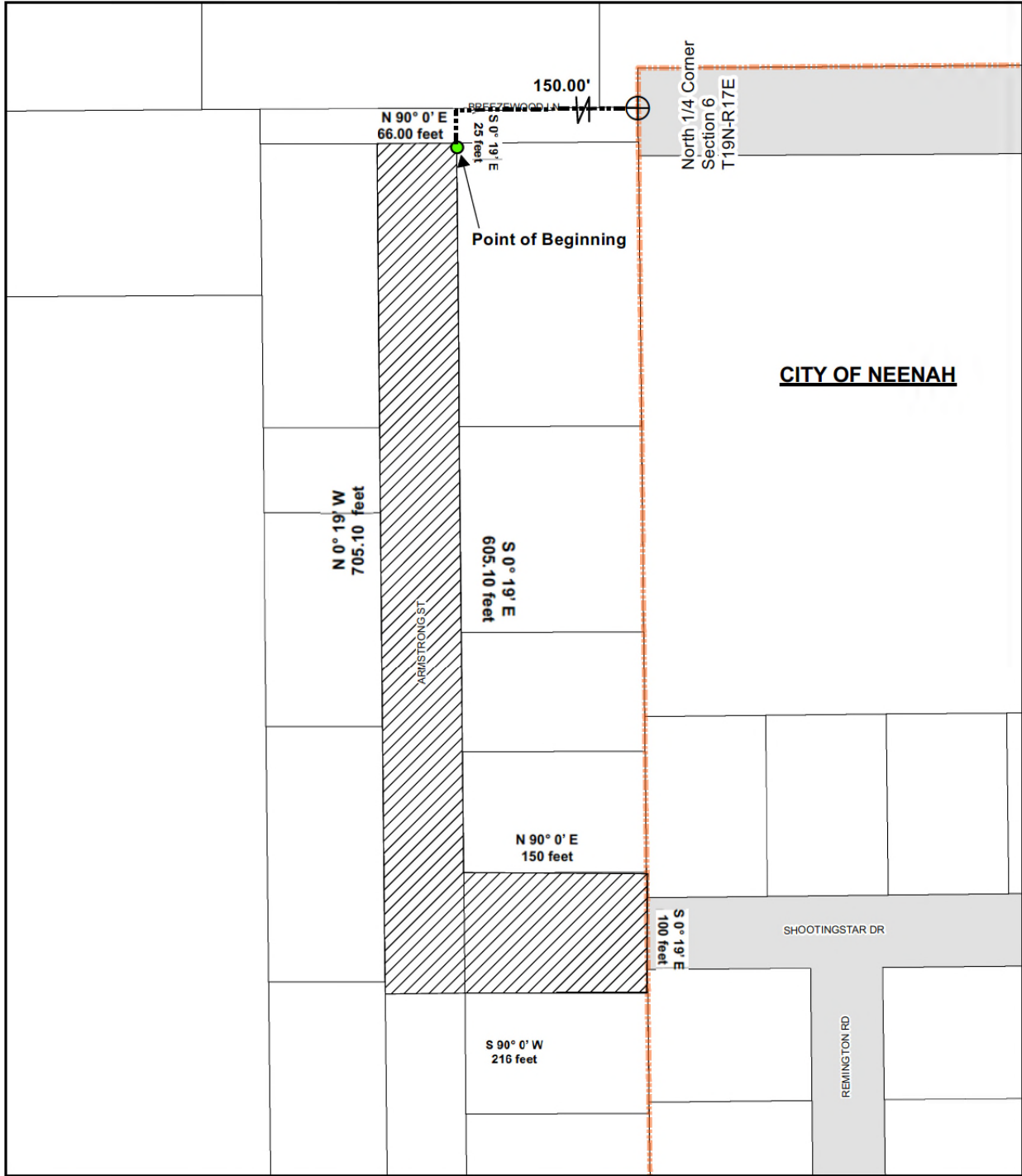
Adopted: _____

Dean R. Kaufert, Mayor

Published: _____

Attest:

Stephanie Cheslock, Deputy City Clerk



Annexation Request
 Petitioner: City of Neenah

1 inch = 104 feet