

MEMORANDUM OF UNDERSTANDING

CITY OF APPLETON AND APPLETON NORTHSIDE BUSINESS ASSOCIATION

I. THE PARTIES

1.01 The City of Appleton ("City"), a Wisconsin municipal corporation with a business address of 100 North Appleton Street, Appleton, WI 54911-4799.

1.02 The Appleton Northside Business Association ("ANBA"), a business networking association with a mailing address of P.O. Box 2412 Appleton, WI 54912-2412.

II. THE RECITALS

WHEREAS,

2.01 The City leases and has control over streetlight poles located throughout the city of Appleton, including on Richmond Street and Wisconsin Avenue.

2.02 ANBA wishes to provide snowflake decorations and banners with brackets to the City for placement on City-leased and controlled streetlight poles located on Richmond Street and Wisconsin Avenue.

2.03 The current flag agreement for both Wisconsin Avenue and Richmond Street shall remain in place.

III. THE AGREEMENT

NOW, THEREFORE, it is agreed between the parties as follows:

3.01 The previously stated recitals shall be incorporated as part of this Memorandum of Understanding ("Agreement").

3.02 The City shall make best efforts to receive written permission from WE Energies to affix holders on specific streetlight poles located on Richmond Street and to place banners and holiday decorations with brackets on Wisconsin Avenue.

3.02.1 In the event the City is unable to obtain written permission from WE Energies by or before October 1, 2025, this Agreement shall be void.

3.03 ANBA shall obtain through its own means 200 36x60 banners with 103 mounting brackets and 40 four-foot snowflakes with mounting brackets for 40.

3.04 Upon obtaining the banners, decorations, and brackets, ANBA shall give said items to the City. Upon receipt, said items shall become the property of the City.

3.05 In exchange for receiving the banners, decorations, and holders, the City shall make best efforts to install the banners and decoration holders onto the approved Richmond Street and Wisconsin Avenue streetlights by or before May 1, 2026.

3.06 The City agrees to be responsible for the **installation, removal, and storage** of all banners, decorations, and related items, including the ongoing management of the existing flag program on Wisconsin Avenue and Richmond Street.

3.07 The City further agrees to remove the snowflake decorations, to properly store the decorations during the summer, and to reinstall the snowflakes annually, repeating this cycle as long as there are serviceable decorations.

3.08 The City shall use its discretion to select the date(s) the decorations are to be put out each Fall and taken down each Winter.

3.09 The City shall use its discretion in determining when a decoration or banner is in such condition that it is no longer serviceable as a fitting emblem for display and shall take the appropriate steps to dispose of the product.

3.10 The City shall notify ANBA when it no longer has enough serviceable items to fill all of the brackets, at which time ANBA may provide the City with additional banners or decorations and/or monies to purchase replacements. Should ANBA decline to provide additional items or funding, the City shall be under no obligation to obtain new banners or decorations.

3.11 In the event there are not enough serviceable banners or decorations to fill all brackets, the City shall use its discretion to determine which brackets shall be utilized.

IV. SEVERABILITY CLAUSE

4.01 Should any part of this Agreement be found to be illegal, it shall be stricken from the Agreement and the Agreement interpreted as if that clause did not exist.

V. INDEMNIFICATION

5.01 For good and valuable consideration described and bargained for within this Agreement, ANBA agrees to indemnify, defend, and hold harmless the City and its officers, officials, employees, and agents from and against any and all liability, loss, damage, expense, costs (including attorney fees) arising out of this Agreement, caused in whole or in part by ANBA, its officers, officials, employees, volunteers, agents or anyone for whose acts they may be liable, except where caused by the sole negligence or willful misconduct of the City.

IN WITNESS WHEREOF, the parties have caused the foregoing instrument to be executed in three (3) original counterparts on this ____ day of August 2025.

(Signature Page to Follow)

Appleton Northside Business Association

Attest: _____
Printed Name: _____

By: _____
Printed Name: _____
Title: _____

City of Appleton

Attest: _____
Printed Name: _____

By: _____
Printed Name: _____
Title : _____

Provision has been made to pay the liability
That will accrue under this agreement.

Approved as to form:

Jeri Ohman, Director of Finance

Christopher Behrens, City Attorney

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