



City of Appleton

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

Meeting Agenda - Final-revised Common Council

Wednesday, March 7, 2018

7:00 PM

Council Chambers

- A. CALL TO ORDER
- B. INVOCATION
- C. PLEDGE OF ALLEGIANCE TO THE FLAG
- D. ROLL CALL OF ALDERPERSONS
- E. ROLL CALL OF OFFICERS AND DEPARTMENT HEADS
- F. PUBLIC PARTICIPATION
- G. APPROVAL OF PREVIOUS COUNCIL MEETING MINUTES
 - [18-0320](#) Common Council Meeting Minutes of February 21, 2018
 - Attachments:** [CC Minutes 2-21-18.pdf](#)
- H. BUSINESS PRESENTED BY THE MAYOR
 - [18-0323](#) Reappointment of Brad Schewbs and Pam Ulness to the Business Improvement District Board
 - [18-0324](#) Appointment of Marcie Harris to the Business Improvement District Board
 - Attachments:** [Memo- Harris Appt to BID Board 3-7-2018.pdf](#)
 - [18-0329](#) Dignity & Respect Campaign Pledge
- I. PUBLIC HEARINGS
- J. SPECIAL RESOLUTIONS
- K. ESTABLISH ORDER OF THE DAY
- L. COMMITTEE REPORTS

1. MINUTES OF THE MUNICIPAL SERVICES COMMITTEE

[18-0262](#) Recommendation to accept the Downtown Appleton Parking Study Update.

Attachments: [Recommendation to accept the Downtown Appleton Parking Study Update.pdf](#)
[Building for Kids.pdf](#)

Legislative History

2/26/18 Municipal Services recommended for approval
Committee

[18-0263](#) Approve Intergovernmental Agreement with the Town of Grand Chute for the Evergreen Drive and Alvin Street Reconstruction Project.

Attachments: [City of Appleton-Town of Grand Chute-Evergreen Dr and Alvin St Agreement.pc](#)

Legislative History

2/26/18 Municipal Services recommended for approval
Committee

[18-0264](#) Award 2018 Bridge Inspections Services Contract to Collins Engineers, Inc. in an amount not to exceed \$30,000.

Attachments: [Notification of Award of Contract for 2018 Bridge Insps to Collins Engineers.pdf](#)

Legislative History

2/26/18 Municipal Services recommended for approval
Committee

[18-0265](#) Approve sole source purchase request for Railroad Quiet Zone Equipment.

Attachments: [Sole Source Purchase Request-Railroad Quiet Zone Channelized Delineators.p](#)

Legislative History

2/26/18 Municipal Services recommended for approval
Committee

[18-0266](#) Approve recommended change to intersection control at Charles Street/Driscoll Street intersection.

Attachments: [Intersection Traffic Control at the Driscoll Street-Chales Street Intersection.pdf](#)

Legislative History

2/26/18 Municipal Services recommended for approval
Committee

4. MINUTES OF THE PARKS AND RECREATION COMMITTEE

5. MINUTES OF THE FINANCE COMMITTEE

[18-0248](#) Request to approve the following 2018 Budget adjustment:

General Fund - Public Works Department

Concrete Paving Program	+\$45,000
Oneida Bridge Lighting Project	- \$45,000

to reallocate funds to the concrete paving program in order to complete projects included in the 2018 Budget.

Attachments: [General Fund.pdf](#)

Legislative History

2/26/18 Finance Committee recommended for approval

[18-0249](#) Request to approve the following 2018 Budget adjustment:

Subdivision Capital Projects Fund

Concrete Paving Program	+\$100,000
Fund Balance	+\$100,000

to provide funding to the concrete paving program in order to complete projects included in the 2018 Budget.

Attachments: [Subdivision Fund.pdf](#)

Legislative History

2/26/18 Finance Committee recommended for approval

[18-0250](#) Request approval to award Unit A-18 Concrete Paving to Vinton Construction Company in the amount of \$2,045,659 with a 4.2% contingency of \$85,000 for a project total not to exceed \$2,130,659.

Attachments: [Award of Contract Unit A-18.pdf](#)

Legislative History

2/26/18 Finance Committee recommended for approval

[18-0251](#) Request approval to award Unit B-18 Asphalt Pavement Reconstruction No. 2 to Vinton Construction Company in the amount of \$1,717,813 with a 2.1% contingency of \$35,500 for a project total not to exceed \$1,753,313.

Attachments: [Award of Contract Unit B-18.pdf](#)

Legislative History

2/26/18 Finance Committee recommended for approval

[18-0252](#) Request to approve Fourth/Fifth Additions to Emerald Valley Development.

Attachments: [Development Agreement - Emerald Valley 4th 5th Additions.pdf](#)

Legislative History

2/26/18 Finance Committee recommended for approval

[18-0279](#) Request to approve Resolution accepting Petition for Annexation for 1712 Edgewood Drive.

Attachments: [Annexation - 1712 East Edgewood Drive Resolution.pdf](#)

Legislative History

2/26/18 Finance Committee recommended for approval

[18-0280](#) Request to approve Resolution accepting Petition for Annexation for North Edgewood Estates.

Attachments: [Annexation - North Edgewood Estates Resolution.pdf](#)

Legislative History

2/26/18 Finance Committee recommended for approval

6. MINUTES OF THE COMMUNITY AND ECONOMIC DEVELOPMENT COMMITTEE

7. MINUTES OF THE UTILITIES COMMITTEE

[18-0319](#) Approve Maximum Extent Practical (MEP) and Fee-in-lieu payment for Stormwater Management Requirements for Eagle Point Senior Housing.

Attachments: [Eagle Point Sr Housing UC memo March 2018.pdf](#)

[18-0175](#) A Resolution authorizing the Department of Public Works to enter an Urban Nonpoint Source & Storm Water Management Program Grant agreement with the Wisconsin Department of Natural Resources for construction of the Leona Street Stormwater Pond.

Attachments: [Leona St Pond UNPSSW Grant Resolution Memo for 02-13-2018 Util Cmte FIN Gov Responsibility Resolution Appleton Leona Pond final.pdf](#)

Legislative History

2/13/18 Utilities Committee recommended for approval

2/21/18 Common Council referred to the Utilities Committee

2/27/18 Utilities Committee recommended for approval

[18-0246](#) Award Unit K-18 Native Landscape Management Contract to Applied Ecological Services, Inc. in an amount not to exceed \$148,099.40.

Attachments: [K-18 contract award util memo final 02-19-2018.pdf](#)

Legislative History

2/27/18

Utilities Committee

recommended for approval

8. **MINUTES OF THE HUMAN RESOURCES & INFORMATION TECHNOLOGY COMMITTEE**

9. **MINUTES OF THE FOX CITIES TRANSIT COMMISSION**

[18-0225](#)

Approve Addendum to Fox Valley Technical College Student Pass Contract

Attachments: [2018 FVTC Addendum memo.pdf](#)

[2018 FVTC Addendum.pdf](#)

[2015 FVTC Contract.pdf](#)

Legislative History

2/28/18

Fox Cities Transit
Commission

recommended for approval

10. **MINUTES OF THE BOARD OF HEALTH**

M. CONSOLIDATED ACTION ITEMS

N. ITEMS HELD

[18-0156](#)

Request to approve the Leona Pond Annexation, a portion of 2136 E. Wisconsin Avenue currently in the Town of Grand Chute, as shown on the attached maps, subject to the stipulations in the attached staff report

Attachments: [StaffReport_Leona_Pond_Annexation_For02-13-18.pdf](#)

Legislative History

2/13/18

City Plan Commission

recommended for approval

2/21/18

Common Council

held

[18-0219](#)

Resolution Authorizing the Execution and Delivery of Documents related to the Fox Cities Exhibition Center project

Attachments: [Appleton RDA 2018 FCEC - Municipal Authorizing Resolution \(Appleton\).pdf](#)

[Appleton RDA 2018 FCEC - Amended and Restated Cooperation Agreement.pdf](#)

[Appleton RDA 2018 FCEC 1st Amend. to AR Room Tax Commission and Tourist](#)

[Appleton RDA 2018 FCEC- Pledge and Security Agreement.pdf](#)

Legislative History

2/21/18

Common Council

held

Without objection, consideration of this item was moved to the end of the meeting.

O. ORDINANCES

[18-0322](#) Ordinance 26-18

Attachments: [Ordinance going to Council 3-7-18.pdf](#)

- P. LICENSE APPLICATIONS AND COMMUNICATIONS REFERRED TO COMMITTEES OF JURISDICTION
- Q. RESOLUTIONS SUBMITTED BY ALDERPERSONS REFERRED TO COMMITTEES OF JURISDICTION
- R. OTHER COUNCIL BUSINESS
- S. CLOSED SESSION

[18-0328](#) The Common Council will go into closed session according to State Statute §19.85(e) for the purpose of discussions regarding deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified business, whenever competitive or bargaining reasons require a closed session concerning funding for the construction of the Exhibition Center and then reconvene into open session.

- T. ADJOURN

Kami Lynch, City Clerk

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



City of Appleton

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Appleton, WI 54911-4799
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Meeting Minutes - Final Common Council

Wednesday, February 21, 2018

7:00 PM

Council Chambers

A. CALL TO ORDER

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

B. INVOCATION

The Invocation was offered by Alderperson Spears.

C. PLEDGE OF ALLEGIANCE TO THE FLAG

D. ROLL CALL OF ALDERPERSONS

Present: 15 - Alderperson Kathleen Plank, Alderperson William Siebers, Alderperson Curt Konetzke, Alderperson Ed Baranowski, Alderperson Patti Coenen, Alderperson Kyle Lobner, Alderperson Matt Reed, Alderperson Vered Meltzer, Alderperson Joe Martin, Alderperson Greg Dannecker, Alderperson Christine Williams, Alderperson Cathy Spears, Alderperson Chris Croatt, Mayor Timothy Hanna and Alderperson Keir Dvorachek

Excused: 1 - Alderperson Bob Baker

E. ROLL CALL OF OFFICERS AND DEPARTMENT HEADS

City Attorney Walsh, Deputy City Attorney Behrens, City Clerk Lynch, Director of Community & Economic Development Harkness, Director of Finance Saucerman, Fire Chief Vander Wyst, Health Officer Eggebrecht, Director of Human Resources Matz, Director of Information Technology Fox, Library Director Rortvedt, Director of Parks, Recreation & Facilities Gazza, Director of Public Works Vandehey, Valley Transit General Manager Mc Donald

The following departments were excused:

Utilities

F. PUBLIC PARTICIPATION

The following spoke regarding Item 18-0166 Fox River House Noise Variance Request:

- Elizabeth Laux, 303 S Walnut St.*
- Linda Muldoon, 406 W Fifth St.*
- Rebecca Barm, 321 S Memorial Dr.*
- Elizabeth Schaff, 523 W 8th St.*
- Ronna Swift, 230 W Seymour St.*
- C Beth Pierce, 415 S Olde Oneida St.*
- Sarah Rosin, 628 S Mueller St.*
- Cory Chisel, 2305 E. Hammond Ave*
- Doug Nelson, 125 E McArthur St.*
- Walt Lontkowski, 350 Elm St. Neenah*
- Cindy Carter, 1102 N Superior St.*
- Michelle Eilers, 1008 W Franklin St.*
- Jason Burgett, 416 N Durkee St.*
- Jennifer Stephany, Appleton Downtown Inc.*
- Forrest Bricco, 902 E Franklin St.*
- Pattie Coenen, 410 W Prospect Ave.*

G. APPROVAL OF PREVIOUS COUNCIL MEETING MINUTES

[18-0220](#)

Common Council Meeting Minutes of February 7, 2018

Attachments: [CC Minutes 2-7-18.pdf](#)

Aldersperson Baranowski moved, seconded by Aldersperson Croatt, that the Minutes be approved. Roll Call. Motion carried by the following vote:

Aye: 14 - Aldersperson Kathleen Plank, Aldersperson William Siebers, Aldersperson Curt Konetzke, Aldersperson Ed Baranowski, Aldersperson Patti Coenen, Aldersperson Kyle Lobner, Aldersperson Matt Reed, Aldersperson Vered Meltzer, Aldersperson Joe Martin, Aldersperson Greg Dannecker, Aldersperson Christine Williams, Aldersperson Cathy Spears, Aldersperson Chris Croatt and Aldersperson Keir Dvorachek

Excused: 1 - Aldersperson Bob Baker

Abstained: 1 - Mayor Timothy Hanna

H. BUSINESS PRESENTED BY THE MAYOR

[18-0222](#)

Appointment to the Fox Cities Transit Commission

Attachments: [FCTC Appointment Letter 2-21-18.pdf](#)

Aldersperson Konetzke moved, seconded by Aldersperson Croatt, that the appointment be approved. Roll Call. Motion carried by the following vote:

Aye: 14 - Alderperson Kathleen Plank, Alderperson William Siebers, Alderperson Curt Konetzke, Alderperson Ed Baranowski, Alderperson Patti Coenen, Alderperson Kyle Lobner, Alderperson Matt Reed, Alderperson Vered Meltzer, Alderperson Joe Martin, Alderperson Greg Dannecker, Alderperson Christine Williams, Alderperson Cathy Spears, Alderperson Chris Croatt and Alderperson Keir Dvorachek

Excused: 1 - Alderperson Bob Baker

Abstained: 1 - Mayor Timothy Hanna

I. PUBLIC HEARINGS

J. SPECIAL RESOLUTIONS

[18-0219](#)

Resolution Authorizing the Execution and Delivery of Documents related to the Fox Cities Exhibition Center project

Attachments: [Appleton RDA 2018 FCEC - Municipal Authorizing Resolution \(Appleton\).pdf](#)
[Appleton RDA 2018 FCEC - Amended and Restated Cooperation Agreement.pdf](#)
[Appleton RDA 2018 FCEC 1st Amend. to AR Room Tax Commission and Tourism Zone Agreement.pdf](#)
[Appleton RDA 2018 FCEC- Pledge and Security Agreement.pdf](#)

Without objection, consideration of this item was moved to the end of the meeting.

Alderperson Baranowski moved, seconded by Alderperson Croatt, that the Resolution be held until the next Common Council meeting on March 7, 2018.

Roll Call. Motion carried by the following vote:

Aye: 14 - Alderperson Kathleen Plank, Alderperson William Siebers, Alderperson Curt Konetzke, Alderperson Ed Baranowski, Alderperson Patti Coenen, Alderperson Kyle Lobner, Alderperson Matt Reed, Alderperson Vered Meltzer, Alderperson Joe Martin, Alderperson Greg Dannecker, Alderperson Christine Williams, Alderperson Cathy Spears, Alderperson Chris Croatt and Alderperson Keir Dvorachek

Excused: 1 - Alderperson Bob Baker

Abstained: 1 - Mayor Timothy Hanna

K. ESTABLISH ORDER OF THE DAY

[18-0156](#)

Request to approve the Leona Pond Annexation, a portion of 2136 E. Wisconsin Avenue currently in the Town of Grand Chute, as shown on the attached maps, subject to the stipulations in the attached staff report

Attachments: [StaffReport Leona Pond Annexation For02-13-18.pdf](#)

Alderperson Dannecker moved, seconded by Alderperson Williams, that the Annexation be held until the next Council meeting on March 7, 2018. Roll Call. Motion carried by the following vote:

Aye: 14 - Alderperson Kathleen Plank, Alderperson William Siebers, Alderperson Curt Konetzke, Alderperson Ed Baranowski, Alderperson Patti Coenen, Alderperson Kyle Lobner, Alderperson Matt Reed, Alderperson Vered Meltzer, Alderperson Joe Martin, Alderperson Greg Dannecker, Alderperson Christine Williams, Alderperson Cathy Spears, Alderperson Chris Croatt and Alderperson Keir Dvorachek

Excused: 1 - Alderperson Bob Baker

Abstained: 1 - Mayor Timothy Hanna

[18-0175](#)

A Resolution authorizing the Department of Public Works to enter an Urban Nonpoint Source & Storm Water Management Program Grant agreement with the Wisconsin Department of Natural Resources for construction of the Leona Street Stormwater Pond.

Attachments: [Leona St Pond UNPSSW Grant Resolution Memo for 02-13-2018 Util Cmte FINAL.pdf](#)
[Gov Responsibility Resolution Appleton Leona Pond final.pdf](#)

This Resolution was referred back to the Utilities Committee by Alderperson Dannecker

[18-0166](#)

Fox River House Noise Variance Request

Attachments: [Fox River House Noise Variance Request.pdf](#)
[Fox River House Noise Variance Email.pdf](#)
[Fox River House Noise Variance Email \(2\).pdf](#)

The Noise Variance Request was referred back to the Board of Health by Alderperson Plank for their next regular meeting on March 14, 2018.

L. COMMITTEE REPORTS

Balance of the action items on the agenda.

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

Aye: 14 - Alderperson Kathleen Plank, Alderperson William Siebers, Alderperson Curt Konetzke, Alderperson Ed Baranowski, Alderperson Patti Coenen, Alderperson Kyle Lobner, Alderperson Matt Reed, Alderperson Vered Meltzer, Alderperson Joe Martin, Alderperson Greg Dannecker, Alderperson Christine Williams, Alderperson Cathy Spears, Alderperson Chris Croatt and Alderperson Keir Dvorachek

Excused: 1 - Alderperson Bob Baker

Abstained: 1 - Mayor Timothy Hanna

1. MINUTES OF THE MUNICIPAL SERVICES COMMITTEE

[18-0191](#) Install All-Way Stop Control at the Carpenter Street/Roeland Avenue Intersection.

Attachments: [Carpenter Street-Roeland Avenue intersection.pdf](#)

This Report Action Item was approved

2. MINUTES OF THE SAFETY AND LICENSING COMMITTEE

[18-0140](#) Operator's License application of Michael S. Eisch, 607 W. 7th Street.

Attachments: [Michael S. Eisch.pdf](#)
[SL Denial 2-14-18.pdf](#)

This Report Action Item was approved.

[18-0143](#) Reserve "Class B" Beer/Liquor License application of Lou's Brew Cafe and Lounge, Inc. d/b/a Lou's Brew, Laura A. Loukidis, Agent, 233 E. College Ave., contingent upon approval from all departments.

Attachments: [Lous Brew application.pdf](#)

This Report Action Item was approved.

[18-0146](#) Pawnbroker License Renewal application of JGB LLC d/b/a Mister Money, Gregory A. Baer, Applicant, 1933B N. Richmond St., contingent upon approval from all departments.

This Report Action Item was approved.

[18-0148](#) "Class B" Beer/Liquor License application of THBJ Investments, LLC d/b/a Mill Creek Tavern, Bruce A. Hawley, Agent, 417 W. College Ave., contingent upon approval from all departments.

Attachments: [Mill Creek Tavern application.pdf](#)

This Report Action Item was approved.

[18-0195](#) Special Class "B" Beer/Wine License application of Appleton Downtown Inc, Jennifer L. Stephany, Person in Charge, for Summer Concerts in Houdini Plaza, June 7, 2018 through August 30, 2018, contingent upon approval from all departments.

Attachments: [ADI-Summer Concert.pdf](#)

This Report Action Item was approved.

[18-0196](#) Special Class "B" Beer/Wine License application of Appleton Downtown Inc, Jennifer L. Stephany, Person in Charge, for Oktoberfest, College Avenue from Richmond Street to Lawe Street, September 29, 2018, contingent upon approval from all departments.

Attachments: [ADI-Oktoberfest.pdf](#)

This Report Action Item was approved.

[18-0158](#) Operator's Licenses

Attachments: [Operator's Licenses for 2-14-18 S&L.pdf](#)

This Report Action Item was approved.

[18-0181](#) Reserve "Class B" Beer/Liquor License application of Player 2 LLC, d/b/a Player 2 Arcade Bar, Robert K. Sager II, Agent, 215 E. College Ave., contingent upon approval from all departments.

Attachments: [Player 2 Arcade Bar application.pdf](#)

This Report Action Item was approved.

3. MINUTES OF THE CITY PLAN COMMISSION

[18-0154](#) Request to approve the Applewood Properties, LLC/Ronald Viaene Annexation, located at 1712 E. Edgewood Drive currently in the Town of Grand Chute, as shown on the attached maps, subject to the stipulation in the attached staff report

Attachments: [StaffReport_Viaene_Annexation_For02-13-18.pdf](#)

This Report Action Item was approved.

[18-0155](#)

Request to approve the North Edgewood Estates Annexation, located east of N. French Road between E. Edgewood Drive and E. Broadway Drive currently in the Town of Grand Chute, as shown on the attached maps, subject to the stipulation in the attached staff report

Attachments: [StaffReport_NorthEdgewoodEstates_Annexation_For02-13-18.pdf](#)

This Report Action Item was approved.

4. MINUTES OF THE PARKS AND RECREATION COMMITTEE

5. MINUTES OF THE FINANCE COMMITTEE

[18-0179](#)

Request to approve the following 2018 Budget adjustment:

Sanitary Sewer Reconstruction	- \$100,000
Lift Station/Forcemain Design	+\$100,000

to provide funding for sanitary sewer lift station and forcemain design per North Edgewood Estate Development Agreement.

Attachments: [North Edgewood Estates.pdf](#)

This Report Action Item was approved.

[18-0198](#)

Request to approve reimbursement to Developer of \$10,000 of sanitary sewer and watermain connection fees once eight (8) homes have been constructed in the Creekside Estates Development.

Attachments: [Creekside Estates.pdf](#)

This Report Action Item was approved.

[18-0200](#)

Request to award contract to Chet Wesenberg Architect, LLC for design and engineering services for the Municipal Services Building locker room renovation project for a contract of \$43,315 and a contingency of 7% for a contract not to exceed \$46,347.

Attachments: [2017 MSB Locker Room Remodel Consultant Selection.pdf](#)

This Report Action Item was approved.

[18-0202](#)

Request to award the Fire Station #5 2018 Roof Replacement project contract to Kaschak Roofing, Inc in the amount of \$114,900 with a contingency of 10% for a project total not to exceed \$126,390.

Attachments: [2018 Fire Station 5 Roof Replacement .pdf](#)

This Report Action Item was approved.

[18-0203](#)

Request to award Unit W-18 Sewer & Water Main Reconstruction No. 2 to Kruczek Construction, Inc in the amount of \$1,323,323 with a 5% contingency of \$66,166 for a project total not to exceed \$1,389,489.

Attachments: [Award of Contract Unit W-18.pdf](#)

This Report Action Item was approved.

[18-0205](#)

Request to approve Resolution for Reauthorization of Self Insurance.

Attachments: [Resolution Memo.pdf](#)
[Resolution for ReAuth of Self Ins.pdf](#)

This Report Action Item was approved.

6. MINUTES OF THE COMMUNITY AND ECONOMIC DEVELOPMENT COMMITTEE

7. MINUTES OF THE UTILITIES COMMITTEE

[18-0174](#)

A Resolution authorizing the Department of Public Works to enter a Municipal Flood Control Grant agreement with the Wisconsin Department of Natural Resources for construction of the Leona Street Stormwater Pond.

Attachments: [Leona St Pond MFC Grant Resolution Memo for 02-13-2018 Util Cmte FINAL.pdf](#)

This Report Action Item was approved.

8. MINUTES OF THE HUMAN RESOURCES & INFORMATION TECHNOLOGY COMMITTEE

[18-0215](#) Request to award Presidio the contract to purchase and implement a NetApp Storage system, backup equipment and software and disaster recovery application. The amount requested is \$500,000 for the project.

Attachments: [SAN-DR Memo 2-21-18.pdf](#)

This Report Action Item was approved.

[18-0216](#) Request to approve changes to the Department of Public Works table of organization by reducing Laborer by one position, decrease Operator I by one position and increase Operator II by two positions.

Attachments: [DPW reorganization 2-21-18.pdf](#)

This Report Action Item was approved.

9. MINUTES OF THE FOX CITIES TRANSIT COMMISSION

10. MINUTES OF THE BOARD OF HEALTH

M. CONSOLIDATED ACTION ITEMS

N. ITEMS HELD

O. ORDINANCES

[18-0218](#) Ordinances 19-18 to 25-18

Attachments: [Ordinances going to Council 2-21-18.pdf](#)

This Report Action Item was approved.

P. LICENSE APPLICATIONS AND COMMUNICATIONS REFERRED TO COMMITTEES OF JURISDICTION

Q. RESOLUTIONS SUBMITTED BY ALDERPERSONS REFERRED TO COMMITTEES OF JURISDICTION

R. OTHER COUNCIL BUSINESS

S. CLOSED SESSION

[18-0233](#)

The Common Council will go into closed session according to State Statute §19.85(e) for the purpose of discussions regarding deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified business, whenever competitive or bargaining reasons require a closed session concerning funding for the construction of the Exhibition Center and then reconvene into open session.

Aldersperson Baranowski moved, seconded by Aldersperson Dvorachek, that the Common Council convene into closed session at 7:55 p.m. Roll Call. Motion carried by the following vote:

Aye: 14 - Aldersperson Kathleen Plank, Aldersperson William Siebers, Aldersperson Curt Konetzke, Aldersperson Ed Baranowski, Aldersperson Patti Coenen, Aldersperson Kyle Lobner, Aldersperson Matt Reed, Aldersperson Vered Meltzer, Aldersperson Joe Martin, Aldersperson Greg Dannecker, Aldersperson Christine Williams, Aldersperson Cathy Spears, Aldersperson Chris Croatt and Aldersperson Keir Dvorachek

Excused: 1 - Aldersperson Bob Baker

Abstained: 1 - Mayor Timothy Hanna

T. ADJOURN

Aldersperson Baranowski moved, seconded by Aldersperson Croatt that the Common Council rise and report and reconvene in open session. Roll Call. Motion carried 14/0 and at 8:52 p.m. the Council reconvened in open session. No action was taken in closed session.

Aldersperson Baranowski moved, seconded by Aldersperson Croatt, that the meeting be adjourned at 8:53 p.m. Roll Call. Motion carried by the following vote:

Aye: 15 - Aldersperson Kathleen Plank, Aldersperson William Siebers, Aldersperson Curt Konetzke, Aldersperson Ed Baranowski, Aldersperson Patti Coenen, Aldersperson Kyle Lobner, Aldersperson Matt Reed, Aldersperson Vered Meltzer, Aldersperson Joe Martin, Aldersperson Greg Dannecker, Aldersperson Christine Williams, Aldersperson Cathy Spears, Aldersperson Chris Croatt, Mayor Timothy Hanna and Aldersperson Keir Dvorachek

Excused: 1 - Aldersperson Bob Baker

Kami Lynch, City Clerk



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

OFFICE OF THE MAYOR

Timothy M. Hanna
100 North Appleton Street
Appleton, Wisconsin 54911-4799
(920) 832-6400 FAX (920) 832-5962
email: mayor@appleton.org

March 2, 2018

Members of the Common Council:

The following is being presented for your confirmation at the March 7 Council meeting:

Business Improvement District Board

Appointment of one (1) member to fill the resigned term vacated by Steve Winter:

MARCIE HARRIS
3-year term to expire December 2020

Marcie Harris, is owner and operator of Triumph Engineering. Marcie also owns the building at 109 S. Appleton/201 W. College Ave. Triumph Engineering is located on the second floor of the building. Her first floor tenants include: Top Spin, Tamara's the Cake Guru and Crazy Sweet.

Triumph Engineering was the glass engineering subcontractor for the Fox Cities Exhibition Center. Marcie brings a cross section of representation to the Board and is anxious to get involved and help guide the BID as a beneficial resource and partner with the City of Appleton.

It is with pleasure that I make this recommendation.

Sincerely,

TIMOTHY M. HANNA
Mayor of Appleton



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

MEMO

TO: Municipal Services Committee
FROM: Paula Vandehey, Director of Public Works *PAV*
DATE: February 22, 2018
SUBJECT: Recommendation to accept the Downtown Appleton Parking Study Update.

The City of Appleton hired Walker Consultants to update the northern section of the 2015 Downtown Appleton Parking Study. The study updated the current and future conditions of the reduced study area surrounding the Blue Ramp with the most recent development projections. Using updated supply and demand counts, the latest development projection information, and the understanding that the Blue Ramp is scheduled for demolition in 2019, the consultant identified possible sites for a future parking ramp. All of this information is very valuable as we move forward with development in this area.

One way which I look at the data provided in the report is as follows:

Yellow Ramp	1180 stalls, 784 occupied = 66%	= 396 available
Green Ramp	771 stalls, 383 occupied = 50%	= <u>388 available</u>
Blue Ramp	401 stalls, 282 occupied = 70%	784 total available
		<u>-282 from Blue Ramp</u>
		502 still available after Blue Ramp demo

However, some customers perceive a ramp to be "full" at 85% occupied.

So, Yellow Ramp	1180 x 85% = 1,003	- 784 occupied = 219 available
Green Ramp	771 x 85% = 655	- 383 occupied = <u>272 available</u>
		491 total available
		<u>-282 from Blue Ramp</u>
		209 still available after Blue Ramp demo

Attached is a memo from Walker Parking Consultants that they developed to help guide decision making on when the appropriate time is to build a new parking structure. On page 3 it states:

"Based on the quantitative analysis performed by Walker, we do not believe there to be significant localized or systemic shortfalls that would trigger the need for new parking supply in general. There were some projected shortfalls where some blocks do experience (current condition) or may experience (future conditions) parking occupancy above 85%. For both

the current condition and future condition scenario 1, all of this can be accommodated within a reasonable walking distance. The much more aggressive (or further into the future) scenario 2 would require additional parking.”

Therefore, based on this study update, I am confident we can demolish the Blue Ramp, displacing those customers to the Green and Yellow Ramps, and still have capacity for approximately 200 – 500 new customers to this area.

Attachment



DATE: February 19, 2018
 TO: Ms. Paula Vandehey
 COMPANY: City of Appleton
 ADDRESS: 100 North Appleton Street
 CITY/STATE: Appleton, WI 54911
 COPY TO: Karen Harkness
 FROM: Ezra Kramer, Ashley Hiniker
 PROJECT NAME: Future Parking Needs Assessment
 PROJECT NUMBER: 21-4014.10

After participating in the public meeting last week, we thought it best to share some additional information to help guide decision making. The information within this memorandum was initially developed to help other communities which had questions about when it made sense to build a parking structure (ramp), and how to gauge an appropriate oversell factor for permit parkers in parking structures based on actual historical usage. The oversell will improve the understanding of current utilization, and aid in allocating the existing parking resources. Monitoring the utilization of City-owned parking facilities will also help to identify an appropriate time to consider construction of additional parking facilities.

COSTS AND CONSIDERATIONS FOR STRUCTURED PARKING

A common theme heard from community members was the belief that a parking structure would alleviate parking problems in the study area (real/perceived/current/future). The following information details what construction and operation of a parking structure entails, and when it is most appropriately utilized to meet parking needs.

This section provides a general overview of basic parking economics that an owner (i.e. municipality) must consider when planning for a new parking structure. A brief discussion is provided on capital costs, operating expenses, breakeven pricing, and structural repair budget.

CAPITAL COSTS

Parking structures may be constructed as stand-alone parking or incorporated in the design of a future building (various uses). A parking structure that is incorporated in another building requires short-span construction to meet load (weight support) requirements. The efficiencies of short-span construction are less than long-span because the column grid (30' on center) interferes with the parking layout. A typical short-span parking structure only has an efficiency range of 400-450 square feet per space. A typical long-span parking structure has an efficiency range of 315-350 square feet per space, meaning generally more parking spaces can fit within the same overall footprint since each space takes less area.

A general guideline for gauging the conceptual estimate of probable cost for a parking structure is to apply a cost per space figure to the target capacity. The cost for parking structures vary significantly based on location, architectural features, sustainability features, and whether the facility is above or below-grade. A reasonable range for an above-grade, 200-300 space parking facility is \$15,000 to \$18,000 per space, assuming long-span construction. This per-space amount does not include soft costs, contingencies, or façade upgrades. The cost per space can increase significantly when built below ground; the cost of each level increases by roughly 50% from the level above it (operating costs are also greater due to lighting and ventilation requirements).

OPERATING EXPENSES

Operating expenses can also vary widely based on numerous independent factors that make up an operating concept. Typically, operating expenses include labor (cashiering, custodial, light maintenance, and management/administration), utilities, daily maintenance, supplies, management and accounting, and insurance. Most expenses are variable and depend on either the size of the facility or hours of operation. More recently, labor from cashiering has been reduced or removed as owners are moving to automated cashiering options. Some facilities do not collect revenue, and therefore have no need for access and revenue control equipment or cashiers.

Operating expenses for a parking facility are typically presented on a cost per space basis for comparison to industry norms. Walker’s recent research indicates a cost per space range from \$150 to \$1,000 annually. The lower end of that range is for facilities with limited hours of operation which do not collect revenue; the higher end is for facilities that operate 24/7 with staffed cashiering and access and revenue control equipment. All facilities need some sort of daily janitorial service that includes trash removal, sweeping, and minor repairs and maintenance such as lighting replacement. These responsibilities are often assigned to a city’s public works department, if a parking department does not exist; these are sometimes allocated back onto the parking budget.

Walker developed a breakeven table which indexes monthly income required to break even for various combinations of cost per space and annual operating expense per space. Table 1 presents this information. The high required monthly income to break even demonstrates why most municipal parking structures are financed and operated as part of a larger system. The insolvent parking facilities are often subsidized by more profitable on-street parking within a system. This allows for a municipality to charge fees that are below breakeven if market rates indicate the breakeven amount would be too high in that specific market.

Table 1: Monthly Income Required to Break Even

Project Cost	Cost per Space	Annual Operating Expense Per Space									
		\$300	\$350	\$400	\$450	\$500	\$550	\$600	\$650	\$700	\$750
\$ 18,000		123	127	131	135	139	143	148	152	156	160
\$ 19,000		128	132	136	140	145	149	153	157	161	165
\$ 20,000		133	138	142	146	150	154	158	163	167	171
\$ 21,000		139	143	147	151	156	160	164	168	172	176
\$ 22,000		144	148	153	157	161	165	169	173	178	182
\$ 23,000		150	154	158	162	166	171	175	179	183	187
\$ 24,000		155	159	163	168	172	176	180	184	188	193
\$ 25,000		161	165	169	173	177	181	186	190	194	198

Assume 100% Financed, 30-Year Term, 5.0%

Source: Walker Parking Consultants

SINKING FUND

In addition to operating expenses, Walker highly recommends that funds be set-aside on a regular basis to cover structural maintenance costs at a minimum of \$75 per structured space annually, to be placed in a sinking fund. These funds accumulate over time and are then available when needed for structural maintenance and repair. Owners tend to grossly underestimate these costs and do not budget adequately for timely corrective actions that must be performed to cost effectively extend the service life of the structure. Even the best designed and constructed parking facility requires structural maintenance; expansion joints need replacing and concrete deteriorates with time and exposure to the elements. Periodic structural maintenance includes items such as patching concrete spalls and delamination in floor slabs, beams, columns, walls, etc. Many of these maintenance items deteriorate exponentially if not corrected early, increasing cost to cure in the same fashion. Deferred maintenance should be avoided, if possible.

WHEN STRUCTURED PARKING IS APPROPRIATE

Based on the quantitative analysis performed by Walker, we do not believe there to be significant localized or systemic shortfalls that would trigger the need for new parking supply in general. There were some projected shortfalls where some blocks do experience (current condition) or may experience (future conditions) parking occupancy above 85%. For both the current condition and future condition scenario 1, all of this can be accommodated within a reasonable walking distance. The much more aggressive (or further into the future) scenario 2 would require the additional parking.

If parking supply is segregated by user group, we typically recommend varying levels of occupancy would be appropriate to serve needs. Employees who parking in the same facility day after day feel that parking is adequate even when occupancy is above 95%, due to familiarity. Visitors, on the other hand, tend to perceive parking to be inadequate when occupancy is above 85%. Visitors under an event scenario are typically also fine with a higher occupancy percentage based on expectations, and potentially being directed to their space.

For studies where we identify that additional parking supply is needed, we typically proceed through a series of considerations in an alternatives analysis to determine the need for structured parking. Parking structures are an appropriate solution when density of the built environment is high and when significant localized or systemic parking shortfalls are observed or projected. The density of the built environment is needed because a structured facility must be within a reasonable walking distance to their parking demand generators. The number of spaces needed within a 600-foot radius for visitors and a 1,200-foot radius for employees should be a starting point for sizing a parking facility (more proximate, competing supply would reduce this number).

There is also the question of who should be responsible for providing the parking supply and whether it should be constructed using public funds, private funds, or some mix. If minimum parking requirements are not being met on-site and are creating a shortfall in the community, at least partial payment for the parking facility should be borne by the owner of that site. Otherwise, the costs related to the structure are borne by the taxes collected by the municipality, and are going to serve a specific owner. Some cities allow for a reduction in the on-site parking requirement if owners provide a payment based on either a "payment in lieu" or a "parking credit" system. In this way the financial burdens of a public parking facility are offset somewhat by private funds based on their anticipated impact on the public parking system.

Another consideration is the number of spaces between the parking structure and the destination that exist on-street or within private, but publicly available, parking supply. Because many of these spaces would be more attractive to users, the restrictions and utilization of those spaces should be considered. Policy and enforcement

to ensure availability of on-street parking for short-term users is required to shift long-term parkers into off-street supply and gauge public parking need.

Structured parking would be appropriate after these considerations have been made, and it is deemed that a shortfall would hinder business viability. Planning for the structure should take place to match development within the area, possibly under a phased approach that maximizes use of other existing parking options first.

OVERSELL IN PUBLIC PARKING

In many cases, more monthly parking permits can be sold than there are space to accommodate those permit holders. The term used in the parking industry for this potential condition is “oversell”, and is typically presented as a percentage above the number of spaces in the parking supply (i.e. “20% oversell factor” means 120 permits for 100 spaces).

The ability to oversell spaces varies based on user group characteristics and parking supply characteristics. Some user groups generate parking very regularly (e.g. residents need a space nearly every night; therefore 1 permit :1 space is needed); other user groups generate parking somewhat sporadically (e.g. lawyers and outside sales staff need parking very infrequently; therefore >1 permit: 1 space is possible). The number of spaces within the “pool” of parking used to accommodate permit parkers is also a factor. The larger the pool of permit holders, the more likely that not all would regularly be present.

When overselling parking spaces, you are playing an odds game – betting that not all permit holders will be there at the same time. The odds game should be educated by historical information to the extent possible. This is not always possible in a parking facility that does not have access control equipment. For those facilities that do, the information can be mined from the system and put to good use. Typically the parking equipment vendor, or third-party operator can provide these reports, or at least outline steps to retrieve the information.

Data points required to develop a reasonable oversell factor include:

- The number of permits issued by individual facility in a given month; and,
- The monthly activity report by permit number (or sum of permits used).

In addition, it would be helpful to pull hourly accumulation reports for both permit and hourly/daily parking. This information can be added and compared to the number of spaces within the parking facility to identify typical availability, overall peak period, and peak period for both user groups. With this breakdown, and the calculated oversell factor, you could safely estimate the number of additional permits that could be issued without impacting hourly/daily parkers. To best maximize this, permit parkers should be encouraged (possibly economically) to park from the top level down. The number of permits may need to be adjusted over time as the character and mix of land uses would impact parking needs for various user groups.

Monitoring utilization and potential oversell opportunities allows for an efficient use of available resources while keeping an eye on factors that would indicated that it’s time to consider building a new facility.



Empowered children.
Engaged parents.
Energized communities.

1. "walking problem, not parking problem"
 - a. This statement is not a unified throughout the City
 2. This isn't a simple issue for parents with kids
 - a. Need for safe, accessible, quick parking
 - i. **Safe**
 1. Avoiding busy streets
 2. Easy to load and unload
 3. Avoid blind intersections
 - ii. **Accessible**
 1. Parents with strollers face many of the same obstacles that individuals in wheelchairs face
 - iii. **Quick**
 1. Speaks for itself – parents want/need to get to their destination as fast as possible with kids
 2. When weather is bad, quick is also a matter of safety
 - b. The BFK brought in 110,000 visitors in 2017 – all of them adults with children ages 0-8.
 - i. 15,000 increase from 2015 (year of the parking study) to 2017
 - ii. Almost all families drive here, with the major exception of field trips (which accounted for 10,000 visits)
 1. Bus parking/drop-off is another concern we have.
3. Impacts of Blue Ramp coming down
 - a. Survey shows that 35% of our visitors park at the Blue Ramp and 15% park at Library lot
 - b. **Survey also reported that 50% of our visitors will be coming less or not at all during times of construction**
 - c. Changes of ramp policies last year were beneficial to business after 6pm or for retail visitors who are coming to Downtown Appleton for a quick visit. Our visitors average 3-5 hours and their rate increased from \$2 to \$5 - a 150% increase for our visitors.
 - i. Since the BFK also has 25-30 part-time staff working two shifts a day (5 hours), the parking changes increased our parking expenses by thousands of dollars





Empowered children.
Engaged parents.
Energized communities.

4. Questions:

- a. Timeline for the Blue Ramp?
- b. Where permit holders in the Blue ramp will move to?
- c. Actual impacts of Expo Center parking in Appleton?
- d. Impact study on Downtown Businesses?

5. Opportunities to explore

- a. To encourage families coming to Downtown Appleton, I'd ask this committee to consider offering free parking for all BFK guests during time of the Blue Ramp demolition and until future parking is added
 - i. This isn't a long-term solution that resolves the issues that parents face, it's an incentive to keep families coming to Downtown Appleton



CITY OF APPLETON/TOWN OF GRAND CHUTE

Evergreen Drive and Alvin Street

INTERGOVERNMENTAL AGREEMENT

DATE: February 8, 2018
 FOR RECONSTRUCTING TO URBAN STANDARDS WITH CONCRETE PAVING, SIDEWALKS AND
 STORM SEWER/STORMWATER MANAGEMENT

PROJECT TITLE: Evergreen Drive and
 Alvin Street

The Town of Grand Chute, hereinafter called the "Town", through its undersigned duly authorized officers or officials, hereby enters into an agreement with the City of Appleton, through its Public Works Department, hereinafter called the "City", to reconstruct Evergreen Drive and Alvin Street to urban standards with concrete paving, sidewalk/multi-use trail and storm sewer/stormwater management.

PROPOSED IMPROVEMENT

Reconstruct Evergreen Drive and Alvin Street to urban standards with storm sewer/stormwater management in 2018 and concrete paving, curb and gutter and sidewalks/multi-use trail in 2019.

COST ESTIMATE AND PARTICIPATION

PHASE	ESTIMATED COST			
	Estimated Cost	Town	City	% Town Share
Evergreen Drive:				
Roadway	734,000	330,300	403,700	45%
Sidewalk	193,000	86,850	106,150	45%
Storm Sewer/SW Management	590,000	265,500	324,500	45%
Sanitary Sewer	25,000	0	25,000	0%
Engineering & Inspection (5%)	77,100	34,132	42,968	44%
Alvin Street:				
Roadway	181,000	81,450	99,550	45%
Sidewalk	19,250	0*	19,250	0%
Storm Sewer/SW Management	360,000	162,000	198,000	45%
Sanitary Sewer	39,000	0	39,000	0%
Watermain	90,000	0	90,000	0%
Engineering & Inspection (5%)	35,250	12,960	22,290	37%
TOTAL PROJECT COST	2,343,600	973,192	1,370,408	42%

* Town of Grand Chute does not want sidewalk installed adjacent to Grand Chute parcels on Alvin Street until those parcels annex into the City.

TERMS AND CONDITIONS:

1. The City of Appleton will be the lead agency for this project.
2. All plans and specifications for the improvements will be provided for Town of Grand Chute's approval and records.
3. The project cost in the agreement is an estimated amount. The Town of Grand Chute shall pay the City of Appleton upon completion of the project based on actual costs.

City of Appleton

Attest:

Printed Name:

By:

Timothy M. Hanna, Mayor

Attest:

Printed Name:

By:

Kami Scofield, City Clerk

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

Approved as to form:

Anthony D. Saucerman, Finance Director

James P. Walsh, City Attorney

Town of Grand Chute

Attest:

Printed Name:

By:

David A. Schowalter, Town Chairman

Attest:

Printed Name:

By:

Karen L. Weinschrott, Town Clerk

Approved as to form:

Charles D. Koehler
Attorney for the Town of Grand Chute



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

Department of Public Works – Engineering Division

MEMO

TO: Municipal Services Committee

FROM: Chad Weyenberg, Project Engineer

DATE: February 20, 2018

RE: Notification of Award of Contract for 2018 Bridge Inspections to Collins Engineers, Inc., in an amount not to exceed \$30,000.

The State of Wisconsin requires that the City inspect, record and report to the State on the condition of its bridges every two years. The Department of Public Works requested proposals from four qualified Wisconsin consulting firms. The City received two qualified proposals from AECOM Technical Services, Inc. (\$36,921.64) and Collins Engineers, Inc. (\$27,913.00)

Collins Engineers, Inc. demonstrated the related experience and personnel necessary to complete the required tasks. In addition, they also demonstrated a good project understanding and approach. Collins Engineers' team leader, Steven Miller P.E., recently served as the City's consultant bridge engineer for the state mandated dive inspections. He provides an excellent service and a detailed understanding of the City's bridges.

Therefore, staff recommends award of the 2018 Bridge Inspection Services Contract to Collins Engineers, Inc. in an amount not to exceed \$30,000.00



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

DEPARTMENT OF PUBLIC WORKS
Engineering Division – Traffic Section
2625 E. Glendale Avenue
Appleton, WI 54911
TEL (920) 832-5580
FAX (920) 832-5570

To: Municipal Services Committee
From: Eric Lom, City Traffic Engineer
Date: February 13, 2018
Re: Sole Source Purchase Request – Railroad Quiet Zone Channelized Delineators

Included in the 2018 budget are funds to implement a railroad quiet zone in the City. Part of this project includes installing “supplemental safety measures” (SSMs) at a number of the grade crossings as a way of compensating for the loss of the train horns. The locations and general configurations for the SSMs were previously approved by the Common Council.

In some cases, the SSMs will consist of raised concrete medians, which will be constructed by a City contractor. In other cases, the SSMs will consist of the installation of channelized delineators (CDs), which are plastic-type curbs with vertical posts that will be installed by DPW forces. This memo focuses on the procurement of the CDs.

Based on our research, there are three reputable manufacturers of CD systems that are approved by the Federal Railroad Administration (FRA) for use in quiet zone applications. Of these three, our research indicates that only two of the systems perform satisfactorily in cold-weather climates. The remaining two systems (Davison Traffic Control Products (PEXCO) and Qwik Curb) were thoroughly evaluated by City and found to be acceptable, for certain applications.

Qwik Curb (\$~56/LF)

This is an extremely heavy duty product that stands taller and uses larger bollards, making it much more imposing to motorists and reducing the likelihood motorists will cross over it. We believe this system can stand up to traffic in our higher-traffic, longer-term applications, and we believe it justifies the higher cost.

PEXCO (~\$31/LF)

The “curb” portion of this product is not nearly as tall as the Qwik Curb, and the bollards are much smaller and less imposing, which will limit its ability to discourage crossing by motorists. Our plan is to test this product in a temporary, lower-traffic application (Lawrence Street).

Based on this, we request approval to purchase the Qwik Curb System for all permanent applications (at a price of approximately \$56/LF) and the PEXCO system for one temporary application (at a cost of approximately \$31/ LF).



Figure 1 - Qwik Curb



Figure 2 - PEXCO



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

DEPARTMENT OF PUBLIC WORKS
Engineering Division – Traffic Section
2625 E. Glendale Avenue
Appleton, WI 54911
TEL (920) 832-5580
FAX (920) 832-5570

To: Municipal Services Committee
From: Eric Lom, Traffic Engineer
Date: February 20, 2018
Re: Intersection traffic control at the Driscoll Street / Charles Street intersection

As a follow-up to a citizen concern, the Traffic Section recently reviewed the traffic control at the intersection of Driscoll Street and Charles Street, and subsequently initiated a six-month trial period to change from yield control to two-way stop control. This intersection is located one block east of Perkins Street and one block north of Prospect Avenue. The land use in this area is primarily residential.

In a typical intersection control study, we consider traffic volumes, crash history, safe approach speeds, etc. In this case, the estimated entering volume of this intersection is fairly low, at approximately 900 vehicles per day. A review of crash records indicated three crashes for the recent five-year period of 2013 through 2017. The critical approach speed for the intersection was found to be approximately 11 mph. Both streets are classified as *local*.

While this intersection does not meet the volume thresholds identified above, the critical approach speed is below standard and the crash rate is above average. As such, we recommend maintaining the two-way stop control that was implemented for the trial period.

To accomplish this, the following ordinance action is required:

1. **Create:** "Install Stop signs on Driscoll Street at Charles Street."



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


DEPARTMENT OF PUBLIC WORKS
Engineering Division – Traffic Section
2625 E. Glendale Avenue
Appleton, WI 54911
TEL (920) 832-5580
FAX (920) 832-5570

To: Municipal Services Committee
From: Michael Hardy, Assistant City Traffic Engineer
Date: February 21, 2018
Re: Parking ordinance changes – Capitol Dr., east of Durkee St by Classical Charter School

The Traffic Section was contacted by the Principal of Classical Charter School, near the intersection of Capitol Drive and Durkee Street, requesting the removal of a small “no stopping, standing or parking on school days” restriction near the school driveway on Capitol Drive. Because of the high demand for pick up and drop off at this Charter School, the Principal was willing to ease the current restriction near the driveway in hopes one or two more cars could use this curb space. This driveway is not actively used during pick up and drop off times, so the restriction feels unnecessary.

The City removed the signs for the parking restriction back in September 2017 to evaluate the change. We have received no feedback from the neighborhood against the change. We reached out to the Principle for feedback and he acknowledged he would like the change to be permanent. The Traffic Section sees no safety concerns with this and recommends permanent removal of the “no stopping, standing or parking on school days” restriction near the school driveway on Capitol Drive.



 = Location of “no stopping, standing or parking on school days” restriction that was removed.

To accomplish this, the following ordinance action is required:

1. **Repeal Ord. 09-06:** “Five-minute loading zone, from 7:30 a.m. to 4:30 p.m. on School Days, on the south side of Capitol Drive from a point 25 feet east of Durkee Street to a point 130 feet east of Durkee Street.”
2. **Repeal Ord. 02-04:** “Stopping, standing or parking be prohibited on school days from 7:30 a.m. to 4:30 p.m. on the south side of Capitol Drive from a point 130 feet east of Durkee Street to a point 185 feet east of Durkee Street.”
3. **Repeal Ord. 10-06:** “Five-minute loading zone, from 7:30 a.m. to 4:30 p.m. on School Days, on the south

- side of Capitol Drive from a point 185 feet east of Durkee Street to a point 15 feet west of Mariah Lane.”
4. **Create:** “Five-minute loading zone, from 7:30 a.m. to 4:30 p.m. on School Days, on the south side of Capitol Drive from a point 25 feet east of Durkee Street to a point 25 feet west of Mariah Lane.”



DEPARTMENT OF PUBLIC WORKS
Engineering Division – Traffic Section
2625 E. Glendale Avenue
Appleton, WI 54911
TEL (920) 832-5580
FAX (920) 832-5570

To: Municipal Services Committee
From: Eric Lom, City Traffic Engineer
Date: February 21, 2018
Re: Oneida Street “Marigold Mile” Artwork for Street Name Signs

The portion of Oneida Street that lies between STH 441 and the Skyline Bridge is being reconstructed this year. As a part of the approved design, the Common Council directed that decorative “Marigold Mile”-themed street name signs be installed in the area north of Calumet Street. The concept shown below was selected for its artistic value, simplicity and ease of fabrication.

We request that this design be approved for use on the project.





OFFICE OF CITY CLERK
FILED
 FEB 09 2018
 APPLETON, WISCONSIN

FEES ARE NON-REFUNDABLE		Date Recv'd
<input type="checkbox"/> Pawnbroker	\$210.00	Acct. 11030.4316
<input checked="" type="checkbox"/> Secondhand Article	\$90.00 /\$75.00	Acct. 11030.4316
<input type="checkbox"/> Secondhand Jewelry	\$90.00 /\$75.00	Acct. 11030.4316
<input type="checkbox"/> Secondhand Mall/Flea	\$165.00	Acct. 11030.4316
<input type="checkbox"/> Investigation fee	\$ 7.00	Acct. 100.2359
Total fee paid \$ <u>97.</u>		Receipt # <u>4808305</u>

LICENSE APPLICATION

for
 PAWNBROKER
 SECONDHAND ARTICLE DEALER
 SECONDHAND JEWELRY DEALER
 SECONDHAND ARTICLE DEALER MALL/FLEA MARKET

Original Application
 Renewal

Instructions: Individual license – Complete Sections 1, 2, 3 and 6
 Partnership license – Complete Sections 1, 2, 3, 4, and 6
 Corporate license – Complete Sections 1, 2, 3, 5, and 6

Return application and required fees to:
 OFFICE OF THE CITY CLERK, 100 N. APPLETON STREET
 APPLETON, WI 54911

SECTION 1 – APPLICANT INFORMATION

Applicant Name (Last, First, MI)		Sex	Race	Date of Birth	Place of Birth (City & State)
Bertotto, Andrea J.		F	Wh	[REDACTED]	Beaver Dam
Street Address	City	State	Zip	Home Telephone Number	
12810 N Townhall Rd	Chilton	WI	53014	[REDACTED]	

SECTION 2 – CONVICTION RECORD

Have you, or any other person listed on this application, been convicted of any of the following:

A felony within the last ten (10) years? YES NO

Within the last ten (10) years of:

A misdemeanor? YES NO

A statutory violation punishable by forfeiture? YES NO

A county or municipal ordinance violation? YES NO

For each "YES" response provide the date of arrest, the nature of the offense and conviction information:

2015 Traffic

2015 Disorderly Conduct

OFFICE OF CITY CLERK
FILED
 FEB 09 2018
 APPLETON, WISCONSIN

SECTION 3 – BUSINESS INFORMATION

Upcycled Remains (currently)					
Business Name	Street Address	City	State	Zip	Telephone Number
Rural Art-ifacts	137 S Walter	Appleton	WI	54914	920-904-1966
Owner's Name	Street Address	City	State	Zip	Telephone Number
Andrea Bertotto	12810 N Townhall Rd	Chilton	WI	53014	920-904-1966
Business Manager's name	Street Address	City	State	Zip	Telephone Number
Building Owner's Name	Street Address	City	State	Zip	Telephone Number
Walter Aue Merchantile	35 Lamplighter Ct	Appleton	WI	54914	

SECTION 4 – PARTNERSHIP INFORMATION

Partnership Name:

List name, address, sex, race and date of birth of all partners. Attach additional sheets, if necessary

Name (Last, First, MI)	Sex	Race	DOB	Street Address	City	State	Zip

SECTION 5 – CORPORATE INFORMATION

Corporation Name: State of Incorp.

List name, address, sex, race and date of birth of all partners. Attach additional sheets, if necessary

Name (Last, First, MI)	Sex	Race	DOB	Street Address	City	State	Zip

SECTION 6 – PENALTY NOTICE

I understand that this license may be denied or revoked for fraud, misrepresentation or false statements contained in the application or for any violation of Wis. Stats. §§ 134.71, 943.34, 948.62 or 948.63.

Under penalty of law, I swear that the information provided in this application is true and correct to the best of my knowledge. I agree to inform the clerk within ten (10) days of any change in the information supplied in this application.

Signature of Applicant: Andrea Berzelle Date 2, 8, 18

FOR OFFICE USE ONLY

Dept	Approve	Deny	By	Reason
POLICE				
FIRE				
COM DEVELOPMENT				
CITY SEALER				

Safety and Licensing ____/____/____	Common Council ____/____/____	Date Issued ____/____/____	Expiration Date ____/____/____	License Number
--	----------------------------------	-------------------------------	-----------------------------------	----------------

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

Operator's Licenses for 2/28/18 S & L

Approved

Misbah Ali	324 N. Outagamie Street
Danielle M. Andrews	1136 Rockdale Street, Green Bay
Tabitha J. Bullard	5482 W. Michaels Drive, #6
Douglas J. Cavanaugh	W3004 Verna Road, Menasha
Elvisa Chartier	58 Fairway Court
Amanda L. Clark	290 S. Kool Street, #13
Aubrey L. Immel	822 Smits Street, DePere
Melanie R. Jerow	N186 State Park Road
Casey J. Kelder	526 E. Lincoln Street
Nadia Khamassi	324 N. Outagamie Street
Amy S. Kiddy	1039 W. Spencer Street
Daniel J. Kohl	221 W. Tenth Street, Kaukauna
Kristie Krejcarek	523 W. 7 th Street
Madeline L. Moran	221 E. Doty Avenue, Neenah
Hunter P. Morgan	1217 E. Overland Road
Karl Rehberger	114 W. Pacific Street
Theresa A. Smith	1023 Lawe Street, #4, Kaukauna
Tonia M. Van Boxtel	2127 N. Division Street
Amber R. VanCuyk	1511 W. Rogers Avenue
Michelle F. Vogt	1121 N. Drew Street
Craig S. Welch	3524 E. Edgemere Drive
William L. Wulfman	711 E. Boldt Way, SPC 1594

Waiting for Proof of Class

Melissa A. Maas	113 Union Street, Neenah
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RETAIL LICENSE TRANSFER – PREMISES TO PREMISES

Wisconsin Department of Revenue

FEE \$ 10

APPLICATION FOR TRANSFER OF LICENSES FOR SALE OF FERMENTED MALT BEVERAGES AND/OR INTOXICATING LIQUOR FROM ONE PREMISES TO ANOTHER

Appleton, Wisconsin
February 20, 2018

To the governing body of the [X] City [] Village [] Town of Appleton
County of Outagamie Wisconsin.

The undersigned hereby applies for a transfer of Class B license from 201 N Appleton St Appleton, WI 54911 (present location) to 529 W College Ave / 527 W College Ave Appleton, WI 54911 (proposed location) on or about March 22 of 2018 (date).

1. APPLICANT: (print name and address plainly)

- (a) Full name of applicant: Conrado Lopez Mendez
(b) Address: 3117 W Genoa Dr #1 Appleton, WI 54914

2. LOCATION AND DESCRIPTION OF PREMISES TO WHICH APPLICATION FOR TRANSFER IS MADE: Describe building or buildings where alcohol beverages are to be sold, served, consumed, and stored.

- (a) Street number: 529 W College Ave / 527 W College Ave
(b) Trade name of establishment: El Angolo Resto Bar
(c) Physical description of building, buildings and/or land area comprising licensed premises: Approx 3500 sq

(d) Legal description (omit if street address is given above.)

(e) Is any other business conducted on same premises? [] Yes [X] No If so, what?

(f) Was this location licensed for beer or liquor during the past year? [X] Yes [] No

(g) Give name and address of previous licensee: Ob's Brew haus

(h) Will the previous licensee surrender its license? [] Yes [X] No

ALL APPLICANTS FOR TRANSFER OF CLASS B LICENSES MUST ANSWER THE FOLLOWING:

3. If granted, state any interest, directly or indirectly, that any brewer, bottler, wholesaler, manufacturer, or rectifier will hold in the premises for which you are applying

4. If you do not own the fixtures, state the manner, terms and conditions under which said fixtures are held


(Signature)

State of Wisconsin

County of Outagamie } ss.

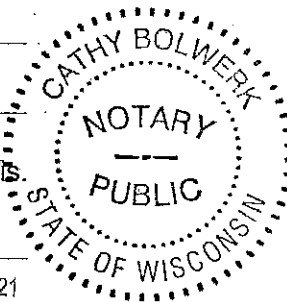
(I) (We), Conrado Lopez Mendez and _____
being first duly sworn on oath says that (he/she is) (they are) the person(s) above named and that the answers to the questions in each instance are complete and true.

Subscribed and sworn to before me this

20 day of February, 20 18

Cathy Bolwerk

Notary Public, Outagamie County, Wis.



My Commission Expires _____
CATHY BOLWERK
Notary Public, State of Wisconsin
My Commission Expires January 23, 2021

CLASS OF BUSINESS

Name	_____
Original Location	_____
Ward	_____
Proposed Location	_____
Ward	_____
License No.	_____
Treasurer's Receipt No.	_____
Filed	_____
Submitted to Council or Board	_____
Approved	_____ Date _____
Denied	_____ Date _____



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

MEMO

TO: Finance Committee

FROM: Paula Vandehey, Director of Public Works *PAW*

DATE: February 21, 2018

SUBJECT: **Request approval to reallocate funds in the amount of \$45,000 budgeted in 2018 for Oneida Skyline Bridge Street Lighting to the 2018 Concrete Paving Program and re-budget for the street lighting project in 2019.**

The Department of Public Works recently opened bids for our 2018 Concrete Paving Program and they came in over budget. In order to complete all concrete paving budgeted in General Fund, we propose to delay the Oneida Street Skyline Bridge Street Lighting Project. We would then re-budget for that project in conjunction with the Oneida Street Bridge Project over Jones Park in 2019.

C: Tony Saucerman, Finance Director
Bev Matheys, Managerial Accounting Coordinator



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

MEMO

TO: Finance Committee

FROM: Paula Vandehey, Director of Public Works *PAV*

DATE: February 21, 2018

SUBJECT: **Request authority to use New Subdivision Fund Balance in the amount of \$100,000 in order to accomplish all projects included in the 2018 New Subdivision Concrete Paving Program.**

The Department of Public Works recently opened bids for our 2018 Concrete Paving Program and they came in over budget. In order to complete all concrete paving budgeted in the New Subdivision Fund, we request authority to use New Subdivision Fund Balance in an amount of \$100,000.

C: Tony Saucerman, Finance Director
Bev Matheys, Managerial Accounting Coordinator

CITY OF APPLETON
Department of Public Works
MEMORANDUM

TO: **Finance Committee**
 Municipal Services Committee
 Utilities Committee

SUBJECT: Award of Contract

The Department of Public Works recommends that the following described work:

Unit A-18 Concrete Paving

Be awarded to:

Name: Vinton Construction
Address: 2705 N. Rapids Road
Manitowoc, WI 54221

In the amount of : _____ \$2,045,658.65

With a 4.2 % contingency of : _____ \$85,000.00

For a project total not to exceed : _____ \$2,130,658.65

**** OR ****

In an amount Not To Exceed : _____

Budget: _____ \$2,167,060.00
Estimate: _____
Committee Date: _____ 02/26/18
Council Date: _____ 03/07/18

CONCRETE PAVEMENT

Unit A-18

January 22, 2018

BID TABULATION

ITEM	DESCRIPTION	Quantity	Units	Vinton Construction		Michels Corporation	
				Unit Price	Total	Unit Price	Total
1.	Furnish & Install 7" Plain Concrete Pavement	14,330	sq. yds.	\$30.49	\$436,921.70	\$35.55	\$509,431.50
2.	Furnish & Install 8" 3-Day High Early Concrete Pavement	150	sq. yds.	\$38.00	\$5,700.00	\$38.69	\$5,803.50
3.	Furnish & Install 8" Doweled Concrete Pavement	21,050	sq. yds.	\$36.09	\$759,694.50	\$41.30	\$869,365.00
4.	Furnish & Install 12" Stone Base	5,937	sq. yds.	\$6.95	\$41,262.15	\$10.22	\$60,676.14
5.	Excavation	3,307	cu. yds.	\$14.35	\$47,455.45	\$10.51	\$34,756.57
6.	Furnish & Install Geogrid	5,937	sq. yds.	\$1.75	\$10,389.75	\$2.48	\$14,723.76
7.	Fine Grading	30,956	sq. yds.	\$1.00	\$30,956.00	\$1.75	\$54,173.00
8.	Excavate & Haul Contaminated Soil	300	ton	\$0.01	\$3.00	\$57.53	\$17,259.00
9.	Furnish & Install Extra Stone Base	350	ton	\$13.50	\$4,725.00	\$21.61	\$7,563.50
10.	Furnish & Install 18" Concrete Curb & Gutter	55	lin.ft.	\$24.00	\$1,320.00	\$24.00	\$1,320.00
11.	Furnish & Install 30" Concrete Curb & Gutter	170	lin.ft.	\$22.00	\$3,740.00	\$22.00	\$3,740.00
12.	Furnish & Install 7" Concrete Driveway Apron	4,360	sq.ft.	\$5.15	\$22,454.00	\$7.12	\$31,043.20
13.	Furnish & Install 5" Concrete Driveway Apron	4,805	sq.ft.	\$4.30	\$20,661.50	\$6.61	\$31,761.05
14.	Furnish & Install 7" Concrete Sidewalk	1,640	sq.ft.	\$5.15	\$8,446.00	\$7.54	\$12,365.60
15.	Furnish & Install 5" Concrete Sidewalk	50,480	sq.ft.	\$3.77	\$190,309.60	\$6.86	\$346,292.80
16.	Furnish & Install 4" Concrete Sidewalk	17,310	sq.ft.	\$3.90	\$67,509.00	\$6.51	\$112,688.10
17.	Furnish & Install 7" Concrete Handicap Ramp	3,000	sq.ft.	\$5.55	\$16,650.00	\$8.09	\$24,270.00
18.	Furnish & Install Truncated Dome	472	sq.ft.	\$28.00	\$13,216.00	\$28.00	\$13,216.00
19.	Furnish & Install 7" Private Concrete Driveway	100	sq.ft.	\$5.15	\$515.00	\$14.93	\$1,493.00
20.	Furnish & Install 5" Private Concrete Driveway	200	sq. ft.	\$4.30	\$860.00	\$11.74	\$2,348.00
21.	Furnish & Install 3" Private Asphalt Driveway	3,120	sq. ft.	\$6.75	\$21,060.00	\$8.58	\$26,769.60
22.	Concrete Pavement Removal	8,245	sq. yds.	\$3.00	\$24,735.00	\$4.77	\$39,328.65
23.	Asphalt Pavement Removal	25,046	sq. yds.	\$1.00	\$25,046.00	\$1.87	\$46,836.02
24.	Concrete Curb & Gutter Removal	100	lin.ft.	\$0.01	\$1.00	\$6.99	\$699.00
25.	Asphalt & Concrete Driveway Apron Removal	8,241	sq.ft.	\$0.40	\$3,296.40	\$0.97	\$7,993.77
26.	Asphalt & Concrete Handicap Ramp Removal	2,286	sq.ft.	\$0.60	\$1,371.60	\$1.03	\$2,354.58
27.	Asphalt & Concrete Sidewalk Removal	6,680	sq. ft.	\$0.60	\$4,008.00	\$2.58	\$17,234.40
28.	Private Concrete Drive Removal	300	sq. ft.	\$0.60	\$180.00	\$6.97	\$2,091.00
29.	Private Asphalt Drive Removal	2,920	sq. ft.	\$0.40	\$1,168.00	\$2.49	\$7,270.80
30.	Full Depth Saw Cut	1,566	lin.ft.	\$2.00	\$3,132.00	\$2.85	\$4,463.10
31.	Drill Tie Bars	494	each	\$7.00	\$3,458.00	\$12.50	\$6,175.00
32.	Horizontal Curb Head Sawcut	52	lin.ft.	\$15.00	\$780.00	\$25.00	\$1,300.00
33.	Furnish & Install Terrace Restoration	24,260	sq. yds.	\$5.75	\$139,495.00	\$5.75	\$139,495.00
34.	Furnish & Install Seed, Fertilizer, & Mulch	24,260	sq. yds.	\$0.70	\$16,982.00	\$0.70	\$16,982.00
35.	Furnish & Install Seed, Fertilizer, & Class 1 Urban Erosion Mat, Type B	235	sq. yds.	\$2.50	\$587.50	\$250.00	\$58,750.00
36.	Furnish & Install D.O.T. "D" Inlet Protection	115	each	\$80.00	\$9,200.00	\$100.00	\$11,500.00

CONCRETE PAVEMENT

Unit A-18

January 22, 2018

BID TABULATION

ITEM	DESCRIPTION	Quantity	Units	Vinton Construction		Michels Corporation	
				Unit Price	Total	Unit Price	Total
37.	Curlex Sediment Log	4	each	\$125.00	\$500.00	\$125.00	\$500.00
38.	Adjust Storm Manhole Casting	38	each	\$25.00	\$950.00	\$250.00	\$9,500.00
39.	Adjust Sanitary Manhole Casting	31	each	\$25.00	\$775.00	\$250.00	\$7,750.00
40.	Adjust Inlet Casting	67	each	\$25.00	\$1,675.00	\$250.00	\$16,750.00
41.	Remove Inlet/Manhole	13	each	\$290.00	\$3,770.00	\$500.00	\$6,500.00
42.	Abandon Inlet/Lead	2	each	\$290.00	\$580.00	\$750.00	\$1,500.00
43.	Furnish & Install Sanitary Manhole Casting Only	6	each	\$229.00	\$1,374.00	\$450.00	\$2,700.00
44.	Furnish & Install Storm Manhole Casting Only	6	each	\$215.00	\$1,290.00	\$450.00	\$2,700.00
45.	Furnish & Install "E" Inlet Casting Only	29	each	\$368.00	\$10,672.00	\$595.00	\$17,255.00
46.	Furnish & Install "C" Inlet Casting Only	4	each	\$355.00	\$1,420.00	\$580.00	\$2,320.00
47.	Furnish & Install "C" Inlet w/Casting	2	each	\$1,935.00	\$3,870.00	\$2,500.00	\$5,000.00
48.	Furnish & Install "E" Inlet w/Casting	6	each	\$1,948.00	\$11,688.00	\$2,500.00	\$15,000.00
49.	Furnish & Install Yard Drain	6	each	\$1,525.00	\$9,150.00	\$2,150.00	\$12,900.00
50.	Remove & Replace 12" Slotted Drain	43	lin.ft.	\$75.00	\$3,225.00	\$135.00	\$5,805.00
51.	Furnish & Install 12" Storm Sewer Inlet Lead	283	lin.ft.	\$75.00	\$21,225.00	\$57.00	\$16,131.00
52.	Furnish & Install 6" Storm Lateral	25	lin.ft.	\$24.00	\$600.00	\$49.00	\$1,225.00
53.	Storm Lateral Hook-up	2	each	\$100.00	\$200.00	\$250.00	\$500.00
54.	Furnish & Install 6" Mini Sewer	50	lin.ft.	\$24.00	\$1,200.00	\$49.00	\$2,450.00
55.	Furnish & Install 6" Storm Riser	10	lin.ft.	\$24.00	\$240.00	\$51.00	\$510.00
56.	Connect Sump Pump	2	each	\$50.00	\$100.00	\$350.00	\$700.00
57.	Furnish & Install Sanitary Manhole - (0" - 12")	12	each	\$25.00	\$300.00	\$750.00	\$9,000.00
58.	Furnish & Install Sanitary Manhole - (12"-18")	13	each	\$25.00	\$325.00	\$850.00	\$11,050.00
59.	Furnish & Install Sanitary Manhole - (18"+)	12	each	\$25.00	\$300.00	\$900.00	\$10,800.00
60.	Notify Property Owners	1	lump sum	\$2,000.00	\$2,000.00	\$27,785.00	\$27,785.00
61.	Remove Existing Pavement Marking	400	lin.ft.	\$0.50	\$200.00	\$0.50	\$200.00
62.	Remove Existing Pavement Marking, Arrows/Symbols	3	each	\$60.00	\$180.00	\$60.00	\$180.00
63.	Pavement Marking (Epoxy) (4")	6,100	lin.ft.	\$0.63	\$3,843.00	\$0.63	\$3,843.00
64.	Pavement Marking (Epoxy) (6") (Bike Lanes)	4,675	lin.ft.	\$1.00	\$4,675.00	\$1.00	\$4,675.00
65.	Pavement Marking (Epoxy) (8")	250	lin.ft.	\$1.85	\$462.50	\$1.85	\$462.50
66.	Pavement Marking (Epoxy) (12")	225	lin.ft.	\$4.00	\$900.00	\$4.00	\$900.00
67.	Pavement Marking (Epoxy) (Arrows & Symbols)	24	each	\$145.00	\$3,480.00	\$145.00	\$3,480.00
68.	Furnish & Install Traffic Control	1	lump sum	\$15,200.00	\$15,200.00	\$11,500.00	\$11,500.00
69.	Canadian National Insurance, Permitting, & Training	1	lump sum	\$2,000.00	\$2,000.00	\$12,000.00	\$12,000.00

\$2,045,658.65

\$2,767,104.14

CITY OF APPLETON
Department of Public Works
MEMORANDUM

TO: **Finance Committee**
 Municipal Services Committee
 Utilities Committee

SUBJECT: Award of Contract

The Department of Public Works recommends that the following described work:
Unit B-18 Asphalt Paving

Be awarded to:

Name: Vinton Construction
Address: 2705 N. Rapids Road
Manitowoc, WI 54221

In the amount of : \$1,717,812.95

With a 2.1 % contingency of : \$35,500.00

For a project total not to exceed : \$1,753,312.95

**** OR ****

In an amount Not To Exceed : _____

Budget: \$1,919,678.00
Estimate: _____
Committee Date: 02/26/18
Council Date: 03/07/18

ASPHALT PAVEMENT

Unit B-18

February 5, 2018

BID TABULATION

ITEM	DESCRIPTION	Quantity	Units	Vinton Construction		Peters Concrete		RC Excavating		Sommers Construction	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1.	Furnish & Install 8" Plain Concrete Pavement	300	sq. yds.	\$55.50	\$16,650.00	\$49.50	\$14,850.00	\$50.00	\$15,000.00	\$58.00	\$17,400.00
2.	Furnish & Install 8" Doweled Concrete Pavement	510	sq. yds.	\$55.50	\$28,305.00	\$55.00	\$28,050.00	\$55.55	\$28,330.50	\$64.90	\$33,099.00
3.	Furnish & Install 8" 3-Day High Early Concrete Pavement	50	sq. yds.	\$60.00	\$3,000.00	\$54.00	\$2,700.00	\$54.55	\$2,727.50	\$68.50	\$3,425.00
4.	Furnish & Install 12" Stone Base	34,810	sq. yds.	\$7.42	\$258,290.20	\$6.98	\$242,973.80	\$8.00	\$278,480.00	\$7.65	\$266,296.50
5.	Excavation	15,700	cu. yds.	\$13.00	\$204,100.00	\$10.29	\$161,553.00	\$14.40	\$226,080.00	\$12.20	\$191,540.00
6.	Furnish & Install Geogrid	34,750	sq. yds.	\$1.70	\$59,075.00	\$1.69	\$58,727.50	\$1.60	\$55,600.00	\$1.95	\$67,762.50
7.	Furnish & Install Extra Stone Base	500	ton	\$13.00	\$6,500.00	\$9.50	\$4,750.00	\$12.00	\$6,000.00	\$13.00	\$6,500.00
8.	Furnish & Install 30" Concrete Curb & Gutter	16,650	lin. ft.	\$13.20	\$219,780.00	\$12.25	\$203,962.50	\$12.35	\$205,627.50	\$12.45	\$207,292.50
9.	Furnish & Install 30" Concrete Curb & Gutter -- Spot	1,700	lin. ft.	\$27.50	\$46,750.00	\$24.00	\$40,800.00	\$24.25	\$41,225.00	\$24.45	\$41,565.00
10.	Furnish & Install 12" Concrete Curb Head Along Radius	1,700	lin. ft.	\$12.75	\$21,675.00	\$12.00	\$20,400.00	\$12.15	\$20,655.00	\$12.45	\$21,165.00
11.	Furnish & Install 7" Concrete Driveway Apron	30	sq. ft.	\$5.35	\$160.50	\$5.50	\$165.00	\$5.55	\$166.50	\$5.15	\$154.50
12.	Furnish & Install 5" Concrete Driveway Apron	21,450	sq. ft.	\$4.55	\$97,597.50	\$4.20	\$90,090.00	\$4.25	\$91,162.50	\$4.40	\$94,380.00
13.	Furnish & Install 7" Concrete Sidewalk	35	sq. ft.	\$5.35	\$187.25	\$5.50	\$192.50	\$5.55	\$194.25	\$5.15	\$180.25
14.	Furnish & Install 5" Concrete Sidewalk	10,600	sq. ft.	\$4.55	\$48,230.00	\$4.20	\$44,520.00	\$4.25	\$45,050.00	\$4.40	\$46,640.00
15.	Furnish & Install 4" Concrete Sidewalk	58,200	sq. ft.	\$4.20	\$244,440.00	\$3.95	\$229,890.00	\$4.00	\$232,800.00	\$4.05	\$235,710.00
16.	Furnish & Install 7" Concrete Handicap Ramp	6,600	sq. ft.	\$5.60	\$36,960.00	\$4.95	\$32,670.00	\$5.00	\$33,000.00	\$5.35	\$35,310.00
17.	Furnish & Install Truncated Dome	1,050	sq. ft.	\$28.00	\$29,400.00	\$28.00	\$29,400.00	\$28.30	\$29,715.00	\$28.00	\$29,400.00
18.	Furnish & Install 7" Private Concrete Driveway	50	sq. ft.	\$5.35	\$267.50	\$4.75	\$237.50	\$4.80	\$240.00	\$5.15	\$257.50
19.	Furnish & Install 5" Private Concrete Driveway	250	sq. ft.	\$4.55	\$1,137.50	\$4.25	\$1,062.50	\$4.30	\$1,075.00	\$4.40	\$1,100.00
20.	Concrete Pavement Removal	4,800	sq. yds.	\$3.00	\$14,400.00	\$6.60	\$31,680.00	\$3.00	\$14,400.00	\$5.85	\$28,080.00
21.	Asphalt Pavement Removal	26,000	sq. yds.	\$1.00	\$26,000.00	\$2.90	\$75,400.00	\$1.40	\$36,400.00	\$1.25	\$32,500.00
22.	Concrete Curb & Gutter Removal	18,575	lin. ft.	\$2.50	\$46,437.50	\$2.50	\$46,437.50	\$2.10	\$39,007.50	\$2.15	\$39,936.25
23.	Asphalt & Concrete Driveway Apron Removal	19,100	sq. ft.	\$0.40	\$7,640.00	\$0.50	\$9,550.00	\$0.50	\$9,550.00	\$0.55	\$10,505.00
24.	Asphalt & Concrete Handicap Ramp Removal	5,650	sq. ft.	\$0.70	\$3,955.00	\$0.45	\$2,542.50	\$0.50	\$2,825.00	\$0.65	\$3,672.50
25.	Asphalt & Concrete Sidewalk Removal	68,750	sq. ft.	\$0.70	\$48,125.00	\$0.45	\$30,937.50	\$0.50	\$34,375.00	\$0.80	\$55,000.00
26.	Private Concrete Drive Removal	300	sq. ft.	\$0.70	\$210.00	\$0.50	\$150.00	\$1.10	\$330.00	\$0.80	\$240.00
27.	Private Asphalt Drive Removal	100	sq. ft.	\$0.70	\$70.00	\$0.50	\$50.00	\$3.60	\$360.00	\$0.80	\$80.00
28.	Full Depth Saw Cut	4,800	lin. ft.	\$2.50	\$12,000.00	\$2.30	\$11,040.00	\$1.75	\$8,400.00	\$2.00	\$9,600.00
29.	Drill Tie Bars	860	each	\$8.00	\$6,880.00	\$7.00	\$6,020.00	\$7.10	\$6,106.00	\$7.00	\$6,020.00

ASPHALT PAVEMENT

Unit B-18

February 5, 2018

BID TABULATION

ITEM	DESCRIPTION	Quantity	Units	Vinton Construction		Peters Concrete		RC Excavating		Sommers Construction	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
30.	Furnish & Install Terrace Restoration	16,800	sq. yds.	\$5.75	\$96,600.00	\$6.36	\$106,848.00	\$6.00	\$100,800.00	\$5.75	\$96,600.00
31.	Furnish & Install Seed, Fertilizer, & Mulch	16,800	sq. yds.	\$0.70	\$11,760.00	\$0.96	\$16,128.00	\$1.00	\$16,800.00	\$0.70	\$11,760.00
32.	Furnish & Install D.O.T. "D" Inlet Protection	110	each	\$85.00	\$9,350.00	\$125.00	\$13,750.00	\$130.00	\$14,300.00	\$100.00	\$11,000.00
33.	Adjust Storm Manhole Casting	65	each	\$25.00	\$1,625.00	\$325.00	\$21,125.00	\$250.00	\$16,250.00	\$300.00	\$19,500.00
34.	Adjust Sanitary Manhole Casting	50	each	\$25.00	\$1,250.00	\$325.00	\$16,250.00	\$250.00	\$12,500.00	\$300.00	\$15,000.00
35.	Adjust Inlet Casting	80	each	\$25.00	\$2,000.00	\$250.00	\$20,000.00	\$175.00	\$14,000.00	\$275.00	\$22,000.00
36.	Furnish & Install 48" Storm Manhole	25	vert.ft.	\$180.00	\$4,500.00	\$250.00	\$6,250.00	\$88.00	\$2,200.00	\$350.00	\$8,750.00
37.	Furnish & Install Sanitary Manhole Casting Only	5	each	\$336.00	\$1,680.00	\$375.00	\$1,875.00	\$460.00	\$2,300.00	\$400.00	\$2,000.00
38.	Furnish & Install Storm Manhole Casting Only	5	each	\$315.00	\$1,575.00	\$350.00	\$1,750.00	\$440.00	\$2,200.00	\$400.00	\$2,000.00
39.	Furnish & Install "C" Inlet Casting Only	5	each	\$455.00	\$2,275.00	\$475.00	\$2,375.00	\$560.00	\$2,900.00	\$525.00	\$2,625.00
40.	Furnish & Install "E" Inlet Casting Only	5	each	\$470.00	\$2,350.00	\$500.00	\$2,500.00	\$600.00	\$3,000.00	\$575.00	\$2,875.00
41.	Furnish & Install "C" Inlet w/Casting	10	each	\$1,965.00	\$19,350.00	\$1,500.00	\$15,000.00	\$2,175.00	\$21,750.00	\$2,000.00	\$20,000.00
42.	Furnish & Install "E" Inlet w/Casting	15	each	\$1,948.00	\$29,220.00	\$1,625.00	\$24,375.00	\$2,200.00	\$33,000.00	\$2,050.00	\$30,750.00
43.	Furnish & Install 12" Storm Sewer Inlet Lead	135	lin.ft.	\$75.00	\$10,125.00	\$50.00	\$6,750.00	\$74.00	\$9,990.00	\$100.00	\$13,500.00
44.	Furnish & Install 6" Storm Lateral/Mini Sewer	50	lin.ft.	\$24.00	\$1,200.00	\$25.00	\$1,250.00	\$25.00	\$1,250.00	\$40.00	\$2,000.00
45.	Furnish & Install 6" Storm Riser	20	lin.ft.	\$24.00	\$480.00	\$30.00	\$600.00	\$25.00	\$500.00	\$40.00	\$800.00
46.	Connect Sump Pump	5	each	\$10.00	\$50.00	\$20.00	\$100.00	\$250.00	\$1,250.00	\$100.00	\$500.00
47.	Connect Mini Storm Sewer	5	each	\$10.00	\$50.00	\$30.00	\$150.00	\$250.00	\$1,250.00	\$100.00	\$500.00
48.	Remove Inlet/Manhole	10	each	\$290.00	\$2,900.00	\$250.00	\$2,500.00	\$400.00	\$4,000.00	\$350.00	\$3,500.00
49.	Abandon Inlet/Lead	10	each	\$290.00	\$2,900.00	\$300.00	\$3,000.00	\$400.00	\$4,000.00	\$100.00	\$1,000.00
50.	Furnish & Install Sanitary Manhole Chimney Seal - (0" - 12")	20	each	\$25.00	\$500.00	\$400.00	\$8,000.00	\$425.00	\$8,500.00	\$150.00	\$3,000.00
51.	Furnish & Install Sanitary Manhole Chimney Seal - (12" - 18")	20	each	\$25.00	\$500.00	\$475.00	\$9,500.00	\$440.00	\$8,800.00	\$425.00	\$8,500.00
52.	Furnish & Install Sanitary Manhole Chimney Seal - (18"+)	15	each	\$25.00	\$375.00	\$525.00	\$7,875.00	\$465.00	\$6,975.00	\$450.00	\$6,750.00
53.	Notify Property Owners	1	lump sum	\$3,000.00	\$3,000.00	\$1,500.00	\$1,500.00	\$5,000.00	\$5,000.00	\$6,000.00	\$6,000.00
54.	Pavement Marking (Epoxy)(6")(Crosswalk)	500	lin.ft.	\$4.80	\$2,400.00	\$4.80	\$2,400.00	\$5.00	\$2,500.00	\$4.80	\$2,400.00
55.	Pavement Marking (Epoxy)(18")	300	lin.ft.	\$6.90	\$2,070.00	\$6.90	\$2,070.00	\$7.00	\$2,100.00	\$6.90	\$2,070.00
56.	Furnish & Install Traffic Control	1	lump sum	\$19,500.00	\$19,500.00	\$19,500.00	\$19,500.00	\$21,500.00	\$21,500.00	\$19,500.00	\$19,500.00
57.	Excavate & Haul Contaminated Soil	500	ton	\$0.01	\$5.00	\$5.00	\$2,500.00	\$10.00	\$5,000.00	\$0.01	\$5.00
				\$1,717,812.95		\$1,736,722.80		\$1,789,497.25		\$1,799,696.50	

FOURTH/FIFTH ADDITIONS TO EMERALD VALLEY DEVELOPMENT AGREEMENT

THIS AGREEMENT, made by and between the **City of Appleton** by its City Council, a body politic and municipal corporation with a mailing address of 100 North Appleton Street, Appleton, WI 54911, (“City”) and, **Emerald Valley Estates, LLC**, a limited liability corporation with a business address of 1718 Van Zeeland Court, Little Chute, WI 54140, the owner and developer (“Developer”) of property lying within the City of Appleton:

WHEREAS, Section 17-3 of the Appleton Municipal Code provides for the installation of required improvements in new subdivisions; and

WHEREAS, the Developer has proposed to develop the Fourth and Fifth Additions to Emerald Valley, residential subdivisions on property within the corporate limits of the City (“Proposed Developments”), described in *Exhibits 1 & 2* (Legal Descriptions provided by Developer) attached hereto; and

WHEREAS, Final Plats of the Fourth and Fifth Additions to Emerald Valley Subdivision, shown in *Exhibits 3 & 4* (provided by Developer) attached hereto, have been conditionally approved by the City with conditions remaining to be satisfied; and

WHEREAS, a series of meetings and negotiations have taken place between the City and the Developer to determine various development and financial responsibilities as between the City and the Developer for on-site and off-site public improvements and fees in connection with the Proposed Developments; and

WHEREAS, the City and the Developer, for their mutual benefit, have mutually agreed as to development and financial responsibilities for public improvements and fees in connection with the Proposed Developments;

NOW THEREFORE, it is mutually agreed as follows:

1. The Developer shall be responsible for the installation of the following in each of the Proposed Developments, to the standards set forth by the City and pursuant to paragraph 4 below:
 - a. Sanitary sewer mains, manholes and laterals
 - b. Water mains, valves, hydrants, hydrant leads, fittings, and services
 - c. Storm sewer mains, manholes, catch basins, inlet leads, overland flow paths, yard drains and associated piping and laterals
 - d. Street excavation and graveling, terrace seeding, lot filling, grading and seeding and all associated construction site erosion control measures
 - e. Street Lights
 - f. All other infrastructure required for the developments not specifically set forth in this agreement

2. The Developer shall provide the City an estimate for items 1a – 1f prior to the installation of the items for each development.

3. The Developer shall provide a fully executed and signed *Waiver of Special Assessment Notices and Hearing* (shown in *Exhibit 5*) for each development, acknowledging consent to pay Special Assessments levied by the City for the following items to be furnished and/or installed by the City:

- a. Sanitary Sewer Area Assessment
- b. Televising of sanitary and storm sewer lines
- c. Street Name Signs
- d. Traffic Control Signs
- e. Concrete Pavement abutting lots owned by the Developer at the time of concrete paving
- f. Sidewalks installed on lots owned by the Developer at the time of concrete paving

Estimates of up-front City costs and associated special assessments to be paid by the Developer for items 3a – 3f for each development are attached hereto as *Exhibits 6 & 7*. The actual final costs for items 3a-3f will be used as the basis for the amount of the special assessments billed to the Developer.

4. The Developer shall provide the City with copies of all final costs, invoices, labor costs, the contract documents and specifications, design documentation, all contract administration supporting documentation, an itemized list of all expenses for the installation of sanitary sewer, storm sewer, water main, street excavation and graveling and street lights for each Proposed Development. Said information provided by Developer shall meet City's Infrastructure Adjustment Form requirements. The Developer's design engineer shall perform the construction staking and the City shall inspect the same.

5. The Developer's contractor shall perform the testing of the water main, sanitary sewer, storm sewer and compaction of fill material placed in future roadway areas in the Proposed Developments under the supervision of City of Appleton inspectors.

6. The Developer shall provide lien waivers to the City from prime contractor, subcontractors, suppliers and consultants within 60 days of the installation of the items in paragraph 1.

7. The Developer agrees to convey by deed or dedication to the City all the streets, roads, courts, avenues, drives, public ways, and storm water facilities in the Proposed Developments. Developer further agrees to convey any public access ways by dedication or easement to the City. All public improvements contemplated in the final plats shall be constructed within areas to be dedicated to the City either by deed, dedication or easement as contemplated in the Proposed Developments and this agreement.

8. The Developer shall establish a level loop on the hydrant(s) in the Proposed Developments and a copy of all benchmarks shall be provided to the City.

9. The City agrees to accept the dedication of all the Public Improvements in the Proposed Developments, whether by deed, dedication or easement subject to the City's Acceptance of the Public Improvements in accordance with and subject to the terms of the City's Subdivision Ordinance.

10. The Developer shall repair or replace, as directed by the City and to the City's satisfaction, at its own cost, any damage caused to City property by the installation of the improvements in the Proposed Developments, which shall be completed within six (6) months notification by the City to the Developer of the need to repair or replace such damage.

11. The Developer shall pay the cost of all items listed under Paragraph 1 above. Concrete Paving and sidewalks will be assessed to the abutting property owners and the Developer will be assessed for only the cost of those lots owned by the Developer. Concrete streets shall be installed only after 75% of the lots in the Proposed Developments have been issued building permits or after a 7-year period from the date of official street opening, whichever comes first.

12. The schedule for the Proposed Developments shall be as follows:

- a. Infrastructure installation may commence in each development after City approval of the Final Plat, Drainage Plan, Established Grades, Storm Water Management Plan, Construction Plans, Construction Specifications and procurement of all necessary City and Regulatory Agency permits.
- b. Building permits may be issued upon City approval and acceptance of all infrastructure. Streets must be officially opened to the public by the City Engineer prior to the issuance of building permits.

13. The City agrees to waive any parkland fees pursuant to Chapter 17 of the Appleton Municipal Code, in exchange for parkland dedications and conveyances previously completed as part of the original Emerald Valley Development along with future planned phases of the Development, in accordance with Item 20 of the original Development Agreement for Emerald Valley Estates dated July 17, 2006.

14. The City agrees to waive all Administrative Fees and all costs related to the installation of Temporary Asphalt Pavement for both developments.

15. The City agrees to reimburse Developer an amount equal to 50% of in-lieu-of fees required by the Wisconsin Department of Natural Resources as part of the Individual Wetlands Permit for the Fourth Addition to Emerald Valley Development. This reimbursement will occur once a total of six homes have been fully constructed and are ready for occupancy.

16. The City represents that this Agreement and the terms and conditions contained herein are consistent with adopted ordinances and resolutions on the subject matter.

17. The Developer shall pay the entire cost associated with installation of underground gas, electric, telephone and cable TV utilities and street lights in the Proposed Developments. The City shall review the proposed locations and have approval authority over any utilities proposed within the public right-of-way, prior to installation. The City standard for street lights is wooden poles. The street lighting plan shall be designed by We Energies and approved by the City. The City shall pay We Energies the monthly electrical charge for street lighting. If the Developer desires decorative streetlights, then the Developer shall be responsible for all costs associated with the decorative streetlights. The Developer shall be responsible for requesting said decorative lights from WE Energies. The Developer must also

sign a Waiver of Special Assessments document for the annual assessments associated with decorative lighting.

18. The City represents and warrants to Developer that it has the power, authority and legal right to enter into all of the transactions and to perform all of the covenants and obligations required to be entered into or performed by the City under this Agreement.

a. The City represents and warrants to Developer that it is empowered and authorized to execute and deliver this Agreement and other agreements and documents, if any, required hereunder to be executed and delivered by the City. This Agreement has been, and each such document at the time it is executed and delivered, will be duly executed and delivered on behalf of the City.

b. When executed and delivered to Developer, all such agreements shall constitute a legal, valid and binding obligation of the City, enforceable in accordance with its terms.

19. The Developer represents and warrants to the City that Developer is a Limited Liability Corporation, duly organized and existing under the laws of the State of Wisconsin, and that all proceedings of Developer necessary to authorize the negotiation and execution of this Agreement and the consummation of the transaction contemplated by this Agreement have been taken in accordance with applicable law.

a. The Developer represents and warrants to the City that the execution and delivery of this Agreement, the consummation of the transactions contemplated in this Agreement and the execution and delivery of the documents required to be executed, delivered or acknowledged by Developer at the closing will not violate any provision of Developer's limited liability corporation bylaws or agreements or any applicable statute, rule, regulation, judgment, order or decree of the State of Wisconsin or a court having jurisdiction over Developer or its properties.

20. The Agreement shall be effective as of the date of execution thereof and remain in effect until the earliest of: (a) the Developer notifies the City that either of the Proposed Developments has been terminated, (b) upon the mutual agreement of the Parties to terminate the Agreement, or (c) if one (1) year after the date of execution the Developer not take any further action on the Proposed Developments.

21. This Agreement, along with *Exhibits 1 through 7*, sets forth the entire understanding of the parties relative to its subject matter and supersedes and merges any and all prior communications, negotiations and agreements, oral or written.

22. It is understood and agreed that the provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any one or more of the provisions contained herein shall not affect the validity and enforceability of the other provisions contained herein.

23. This Agreement may not be modified or amended, except when placed in writing, with the written consent of both the City and the Developer.

[SIGNATURE PAGE TO FOLLOW]

EMERALD VALLEY ESTATES, LLC

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

STATE OF WISCONSIN)

: ss.

_____ COUNTY)

Personally came before me on this ____ day of _____, 2018, the above-named persons, _____ and _____, to me known to be the persons who executed the foregoing instrument and acknowledge the same.

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

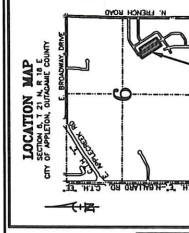
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DRAWINGS

PRELIMINARY PLAN
FOURTH ADDITION TO EMERALD VALLEY
PART OF THE NORTHWEST 1/4, NORTHEAST 1/4,
SECTION 6, TOWNSHIP 21 NORTH, RANGE 18 EAST,
CITY OF APPLETON, OUTAGAMIE COUNTY, WISCONSIN

DATE: MAY 2017
SCALE: 1" = 60'
COMPUTER FILE: 4-1034-000.dwg
DRAWN BY: JRM

Martenson & Eisele, Inc.
1377 Midway Road
Menasha, WI 54952
Environmental Engineering
Info@martenson-eisele.com
920.731.0381 / 1.800.236.0381
Architecture

NO.	DATE	DESCRIPTION



MARKERS ARE REFERENCED TO THE OUTAGAMIE COUNTY CORNER WHICH IS THE EAST LINE OF THE BARRAGE OF SECTION 8. BEARING IS 200° 32' 30".

MARKER	BENCHMARK DATA
M1	EAST 1/4 CORNER SECTION 6, TOWNSHIP 21 NORTH, RANGE 18 EAST
M2	1131.50
M3	1131.50
M4	1131.50
M5	1131.50

GRID DATA

POINT 100-118
NAD 83 ELEVATION = 440.20 FT.
PROJ. HORIZ. DISTANCE = 27.25 FT.
PROJ. VERT. DISTANCE = 0.00 FT.
POINT 100-119
NAD 83 ELEVATION = 440.20 FT.
PROJ. HORIZ. DISTANCE = 27.25 FT.
PROJ. VERT. DISTANCE = 0.00 FT.

THE CONVEYOR/GRANTOR HAS REVIEWED THE ENVIRONMENTAL RECORDS OF THE PROJECT AND HAS DETERMINED THAT THE PROJECT WILL NOT CAUSE ANY ADVERSE IMPACTS ON THE ENVIRONMENT. THE PROJECT WILL BE CONDUCTED IN ACCORDANCE WITH ALL APPLICABLE REGULATIONS AND ORDINANCES. THE PROJECT WILL BE CONDUCTED IN ACCORDANCE WITH ALL APPLICABLE REGULATIONS AND ORDINANCES. THE PROJECT WILL BE CONDUCTED IN ACCORDANCE WITH ALL APPLICABLE REGULATIONS AND ORDINANCES.

A CHANGE PLAN HAS BEEN FILED WITH THE DEPARTMENT OF PLANNING, ZONING & SUBDIVISION OFFICES. THE PROJECT WILL BE CONDUCTED IN ACCORDANCE WITH ALL APPLICABLE REGULATIONS AND ORDINANCES. THE PROJECT WILL BE CONDUCTED IN ACCORDANCE WITH ALL APPLICABLE REGULATIONS AND ORDINANCES. THE PROJECT WILL BE CONDUCTED IN ACCORDANCE WITH ALL APPLICABLE REGULATIONS AND ORDINANCES.

CONVEYOR AND APPROVED INSTRUMENTS:
CITY OF APPLETON

DESIGNED BY: JRM
DRAWN BY: JRM

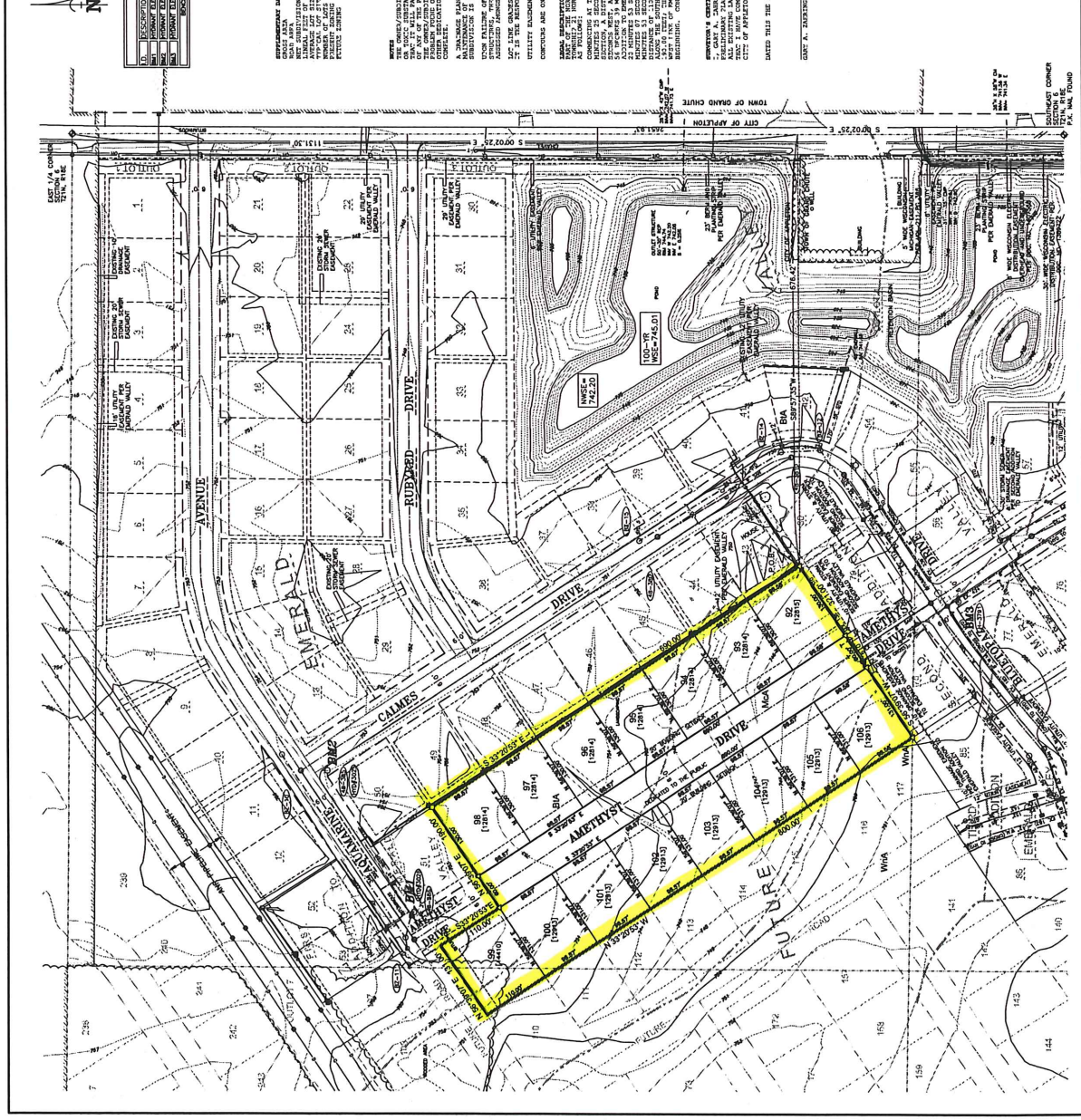
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CITY OF APPLETON, WISCONSIN

SCALE: 1" = 60'

COMPUTER FILE: 4-1034-000.dwg

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- TOPOGRAPHIC LEGEND**
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Fourth Addition to Emerald Valley

Number of Lots: 15
 Lot Area: 194,500 Square Feet
 Amethyst Drive - 110' n/o Bluetopaz Drive to 110' s/o Aquamarine Avenue
 Total C/L Footage: 690'
 Total Pavement Area (33' wide road): 2,530 SY

Developer: Emerald Valley Estates, LLC
 Unit No.: S-18
 Project Engineer: Mark Kilheffer
Work Order:

Exhibit 6

February 21, 2018

DESCRIPTION	TOTAL PROJECT COSTS	DEVELOPER COSTS	CITY COSTS	Special Assessments (2018) (ESTIMATED)	Special Assessments (2022) (ESTIMATED)	Account to be Credited	NOTES / COMMENTS
City Administrative Fees (estimated cost)	\$5,175.00	\$0.00	\$5,175.00	\$0.00	\$0.00	4010	(690 C/L Ft.) x (\$7.50 / C/L. Ft.)
Sanitary Sewer Area Assessment	\$5,344.86	\$0.00	\$5,344.86	\$5,344.86	\$0.00	5431	(\$27.48/1000 s.f.)*(194,500 s.f.)
Sewer Televising (estimated cost)	\$966.00	\$0.00	\$966.00	\$966.00	\$0.00	5427 5222	(1,380 Feet) x (\$0.70 / Ft.)
Street Name / Traffic Control Signs (estimated cost)	\$1,380.00	\$0.00	\$1,380.00	\$1,380.00	\$0.00	4010	(690 C/L Ft.) x (\$2.00 / C/L. Ft.)
Temporary Asphalt (estimated cost)	\$37,950.00	\$0.00	\$37,950.00	\$0.00	\$0.00	4010	(2,530 s.y.) x (\$15.00/s.y.)
Concrete Pavement (estimated cost)	\$120,750.00	\$0.00	\$120,750.00	\$0.00	\$120,750.00	4010	(690 LF) x (\$175.00/LF)
Sidewalks - with Concrete Pavement (estimated cost)	\$8,000.00	\$0.00	\$8,000.00	\$0.00	\$8,000.00	4010	(2,000 s.f.) x (\$4.00/s.f.)
Wetland Fee payment to DNR (50% reimbursement)	\$36,850.00	\$0.00	\$36,850.00	\$0.00	\$0.00	4010	(\$73,700) / 2
Sanitary Sewer	\$0.00	\$0.00	\$0.00			5431	Private Contractor hired by Developer
Storm Sewer / Erosion Control	\$0.00	\$0.00	\$0.00			5230	Private Contractor hired by Developer
Wetland Permit In-Lieu -of fee payment to DNR (50%)	\$73,700.00	\$0.00	\$73,700.00			4010	Developer Payment to DNR
Water Main	\$0.00	\$0.00	\$0.00			5371	Private Contractor hired by Developer
Sanitary Laterals	\$0.00	\$0.00	\$0.00			-	Private Contractor hired by Developer
Storm Laterals	\$0.00	\$0.00	\$0.00			-	Private Contractor hired by Developer
Water Services	\$0.00	\$0.00	\$0.00			-	Private Contractor hired by Developer
Grading & Graveling	\$0.00	\$0.00	\$0.00			4010	Private Contractor hired by Developer
Street Lights	\$0.00	\$20,978.12	-\$20,978.12			4010	Private Contractor hired by Developer
TOTALS	\$290,115.86	\$20,978.12	\$269,137.74	\$7,690.86	\$128,750.00		

Fifth Addition to Emerald Valley

Amethyst Drive - 127' w/o Providence Avenue to Bluetopaz Drive
 Bluetopaz Drive - Amethyst Drive to 152' w/o Providence Avenue
 Total C/L Footage: 1095'
 Total Pavement Area (33' wide street): 4,040 SY

Number of Lots: 23

Total Lot Area: 313,822 S.F.

Developer: Emerald Valley Estates, LLC
 Unit No.: AA-18

Project Engineer: Mark Kilheffer
Work Order:

Exhibit 7
 February 21, 2018

DESCRIPTION	TOTAL PROJECT COSTS	Developer Financed Construction (Private Contracts)	Up-Front City Costs	Special Assessments (2018) (ESTIMATED)	Special Assessments (2022) (ESTIMATED)	Account to be Credited	NOTES / COMMENTS
City Administrative Fees (estimated cost)	\$8,212.50	\$0.00	\$8,212.50	\$0.00	\$0.00	4010	(1095 C/L Ft.) x (\$7.50 / C/L. Ft.)
Sanitary Sewer Area Assessment	\$8,623.83	\$0.00	\$8,623.83	\$8,623.83	\$0.00	5431	(\$27.48/1000 s.f.)*(313,822 s.f.)
Sewer Televising (estimated cost)	\$1,190.00	\$0.00	\$1,190.00	\$1,190.00	\$0.00	5427 5222	(1,700 Lin Ft.) x (\$0.70 / Lin. Ft.)
Street Name / Traffic Control Signs (estimated cost)	\$2,190.00	\$0.00	\$2,190.00	\$2,190.00	\$0.00	4010	(1095 C/L Ft.) x (\$2.00 / C/L. Ft.)
Temporary Asphalt (estimated cost)	\$60,600.00	\$0.00	\$60,600.00	\$0.00	\$0.00	4010	(4,040 s.y.) x (\$15.00/s.y.)
Concrete Pavement (estimated cost)	\$191,625.00	\$0.00	\$191,625.00	\$0.00	\$191,625.00	4010	(1,095 LF) x (\$175.00/LF)
Sidewalks - with Concrete Pavement (estimated cost)	\$12,000.00	\$0.00	\$12,000.00	\$0.00	\$12,000.00	4010	(3,000 s.f.) x (\$4.00/s.f.)
Sanitary Sewer	\$26,932.60	\$26,932.60	\$0.00			5431	Private Contractor hired by Developer
Storm Sewer / Erosion Control	\$79,065.30	\$79,065.30	\$0.00			5230	Private Contractor hired by Developer
Water Main	\$60,720.50	\$60,720.50	\$0.00			5371	Private Contractor hired by Developer
Sanitary Laterals	\$7,395.00	\$7,395.00	\$0.00			-	Private Contractor hired by Developer
Storm Laterals	\$8,035.00	\$8,035.00	\$0.00			-	Private Contractor hired by Developer
Water Services	\$14,091.00	\$14,091.00	\$0.00			-	Private Contractor hired by Developer
Grading & Graveling	\$97,673.00	\$97,673.00	\$0.00			4010	Private Contractor hired by Developer
Street Lights	\$20,978.12	\$20,978.12	\$0.00			4010	Private Contractor hired by Developer
TOTALS	\$599,331.85	\$314,890.52	\$284,441.33	\$12,003.83	\$203,625.00		

1712 EAST EDGEWOOD DRIVE ANNEXATION
RESOLUTION OF THE COMMON COUNCIL
ACCEPTING PETITION FOR ANNEXATION

WHEREAS, a *Unanimous Petition for Direct Annexation* of the following territory in the Town of Grand Chute, Outagamie County, Wisconsin was filed with the City Clerk on January 31, 2018.

Owner: Applewood Properties LLC

The East 109 feet of the West 578 feet of the South 11 acres of the Southeast ¼ of the Southeast ¼ of Section 1, Township 21 North, Range 17 East, Town of Grand Chute, Outagamie County, Wisconsin, less and excepting premises conveyed and/or used for highway purposes.

Intending to annex to the City of Appleton all those lands of the owner contained within Warranty Deed Document Number 2076853.

The current population of such territory is 2 people.

WHEREAS, the City Attorney has investigated said *Petition* and certified to the Common Council that it was signed by all of the owners of real property in assessed value and land area in the above territory, proposed for annexation as of the date of filing the *Petition* and shown on the scale map attached thereto, is contiguous to the City of Appleton and is unincorporated.

NOW THEREFORE, the Common Council of the City of Appleton, Wisconsin, determines that the *Petition for Annexation* of the above-described property is sufficient and legal petition conforming with the requirements of §66.0217(5) of the Wisconsin Statutes; and,

RESOLVES, that the *Petition* be accepted; and

That the City Clerk is hereby directed to notify the Clerk of the Town of Grand Chute by personal service or registered mail, return receipt requested, of the *Resolution of Acceptance*.

For purpose of §66.0217(7)(a), Stats., future notification of the Clerk of the passage of the *Annexation Ordinance* shall be given in like manner, and like notice shall be given to any person who files a written request.

Dated: _____

Timothy M. Hanna, Mayor
City Law A18-0097

Kami Lynch, City Clerk

NORTH EDGEWOOD ESTATES ANNEXATION

RESOLUTION OF THE COMMON COUNCIL

ACCEPTING PETITION FOR ANNEXATION

WHEREAS, a *Unanimous Petition for Direct Annexation* of the following territory in the Town of Grand Chute, Outagamie County, Wisconsin was filed with the City Clerk on January 31, 2018.

PART OF PARCEL: 101153600

Owner: Wisconsin Electric Power Company

Document #1378002

Part of Lot One (1) and part of Lot Two (2) of CERTIFIED SURVEY MAP NUMBER 4228 filed in Volume 23 of Certified Survey Maps on Page 4228 as Document Number 1448301 in the Outagamie County Register of Deeds Office, located in the North One-Half (N ½) of the Southwest Quarter (SW ¼) of Section 5, Township 21 North, Range 18 East, Town of Grand Chute, Outagamie County, Wisconsin, containing 72.263 Acres of land m/l and being described by:

Commencing at the Southwest corner of said Section 5;

Thence North 00° 02' 25" West 1325.97 feet along the West line of the SW ¼ of said Section 5 to the South line of Certified Survey Map No. 4228;

Thence South 88° 34' 21" East 33.01 feet coincident to the South line of said Certified Survey Map No. 4228 to the Point of Beginning;

Thence North 00° 02' 25" West 1185.99 feet to a North line of said Certified Survey Map No. 4228;

Thence South 88° 35' 21" East 171.05 feet coincident to a North line of said Certified Survey Map No. 4228;

Thence North 00° 02' 25" West 140.00 feet coincident to a West line of said Certified Survey Map No. 4228;

Thence South 88° 35' 21" East 2486.15 feet coincident to the North line of said Certified Survey Map No. 4228 to the East line of said Certified Survey Map No. 4228;

Thence South 00° 16' 55" West 1326.58 feet coincident to the East line of said Certified Survey Map No. 4228 to the South line of said Certified Survey Map No. 4228;

Thence North 88° 34' 21" West 1982.54 feet coincident to the South line of said Certified Survey Map No. 4228;

Thence North 00° 02' 25" West 525.18 feet;

Thence North 88° 34' 11" West 660.22 feet to a point 40.00 feet East of, as measured at a right angle to, the West line of the Southwest ¼ of said Section 5;

Thence South 00° 02' 25" East 525.21 feet to the South line of said Certified Survey Map No. 4228;
Thence North 88° 34' 21" West 7.00 feet coincident to the South line of said Certified Survey Map No. 4228 to the point of beginning.

The current population of such territory is 0 people.

WHEREAS, the City Attorney has investigated said *Petition* and certified to the Common Council that it was signed by all of the owners of real property in assessed value and land area in the above territory, proposed for annexation as of the date of filing the *Petition* and shown on the scale map attached thereto, is contiguous to the City of Appleton and is unincorporated.

NOW THEREFORE, the Common Council of the City of Appleton, Wisconsin, determines that the *Petition for Annexation* of the above-described property is sufficient and legal petition conforming with the requirements of §66.0217(5) of the Wisconsin Statutes; and,

RESOLVES, that the *Petition* be accepted; and

That the City Clerk is hereby directed to notify the Clerk of the Town of Grand Chute by personal service or registered mail, return receipt requested, of the *Resolution of Acceptance*. For purpose of §66.0217(7)(a), Stats., future notification of the Clerk of the passage of the *Annexation Ordinance* shall be given in like manner, and like notice shall be given to any person who files a written request.

Dated: _____

Timothy M. Hanna, Mayor
City Law A18-0096

Kami Lynch, City Clerk

Department of Public Works – Engineering Division

MEMO

TO: Utilities Committee

FROM: Paula Vandehey, Director of Public Works
Sue Olson, Staff Engineer

DATE: March 2, 2018

RE: Approve Maximum Extent Practical (MEP) and Fee-in-lieu payment for Stormwater Management Requirements for Eagle Point Senior Housing

Eagle Point Senior Housing, located at 935 E. John Street, received a Stormwater Management Permit prior to starting construction in 2017. Per the ordinance, as a site greater than five (5) acres, one of their requirements was to achieve 80% Total Suspended Solids (TSS) removal from the developed condition. They prepared a plan that included a biofilter and a pond and met 80.1% TSS removal.

In October 2017, staff approved a modification to reduce the size of the stormwater pond. That change did not impact the TSS removal, but did require changes to the maintenance plan. In February 2018, the design consultant for the project notified the City of problems with the soils under the pond, requiring extensive geotechnical work, reinforcement of the soils beneath the pond, and adding a plastic liner.

The developer has requested MEP for the site of 32% TSS removal, which is the amount received by the biofilter. If the developer builds the pond, they need to do so while the site is frozen, to minimize groundwater into the site which must be pumped to the wastewater treatment plant.

After discussions with the City's plan review consultant, the developer, and the developer's consultant, staff recommends the following, taken together:

1. Waive the 80% TSS removal requirement down to the WDNR 40% requirement, and
2. Agree that the pond does not need to be constructed based on soil conditions, and
3. Accept a \$37,500 in-lieu fee to allow the City to do off-site practices to make up the difference between 32% and 40% TSS removal. (This is approximately 50% of the estimated cost of finishing the pond under current site conditions and consistent with past practice of in-lieu fees.)

The Developer will still need to obtain WDNR approval of MEP.

Department of Public Works – Engineering Division

MEMO

TO: Utilities Committee

FROM: Paula Vandehey, Director of Public Works
Pete Neuberger, Staff Engineer

DATE: February 6, 2018

RE: A Resolution authorizing the Department of Public Works to enter an Urban Nonpoint Source & Storm Water Management Program Grant agreement with the Wisconsin Department of Natural Resources for construction of the Leona Street Stormwater Pond.

The Department of Public Works intends to apply for a UNPS&SW with Wisconsin Department of Natural Resources for the Leona Street Stormwater Pond Construction in March, 2018. WDNR requires the grant application to be accompanied by the following resolution:

A RESOLUTION authorizing the submittal of a state grant application by the City of Appleton and the subsequent appropriation of City funds for an Urban Nonpoint Source & Storm Water Management Program – Construction Grant (UNPS&SW Grant), as administered by the Wisconsin Department of Natural Resources for the Leona Street Storm Water Pollution Control project.

WHEREAS the City of Appleton is qualified, willing and able to carry out all activities described in the state grant application; and,

WHEREAS in this action the City of Appleton City Council has declared its intent to conduct the UNPS&SW Grant project described in the application; and,

WHEREAS the City of Appleton will allow employees from the Department of Natural Resources access to inspect grant project sites; and,

WHEREAS the City of Appleton will maintain records documenting all expenditures made during the UNPS&SW Grant project; and,

WHEREAS the City of Appleton will submit a final report to the Department which describes the Leona Street Storm Water Pollution Control project activities, achievements and data collected, and documentation of the project costs.

IT IS THEREFORE RESOLVED THAT:

The City of Appleton City Council requests the funds and assistance available from the Wisconsin Department of Natural Resources under the UNPS&SW Grant Program and will comply with state rules for the program, and,

HEREBY AUTHORIZES the authorized representative, the Director of Public Works, to act on behalf of the City to submit an application to the State of Wisconsin for financial aid for stormwater pollution control purposes, sign documents, and take necessary action to undertake, direct, and complete an approved pollution control control project.

Adopted this day _____ of _____, 20____

By a vote of : _____ in favor, _____ against, and _____ abstain

BY: _____ (secretary/clerk) of

City of Appleton.

City of Appleton, WI
GOVERNMENTAL RESPONSIBILITY RESOLUTION
FOR RUNOFF MANAGEMENT GRANTS

WHEREAS, the City of Appleton, WI is interested in acquiring a
(governmental unit applicant)

Grant from the Wisconsin Department of Natural Resources for the purpose of implementing measures to control agricultural or urban storm water runoff pollution sources (as described in the application and pursuant to ss. 281.65 or 281.66, Wis. Stats., and chs. NR 151, 153 and 155); and

WHEREAS, a cost-sharing grant is required to carry out the project:

THEREFORE, BE IT RESOLVED, that City of Appleton, WI
(applicant)

HEREBY AUTHORIZES the Director of Public Works, Public Works Department to act on
(position title) *(department)*

behalf of the City of Appleton, WI to:
(applicant)

- Sign and submit an application to the State of Wisconsin Department of Natural Resources for any financial aid that may be available;
- Sign a grant agreement between the local government (applicant) and the Department of Natural Resources;
- Sign and submit reimbursement claims along with necessary supporting documentation;
- Sign and submit interim and final reports and other documentation as required by the grant agreement;
- Sign and submit an Environment Hazards Assessment Form, if required; and
- Take necessary action to undertake, direct and complete the approved project.

BE IT FURTHER RESOLVED that the City of Appleton, WI shall comply with all state
(applicant)

and federal laws, regulations and permit requirements pertaining to implementation of this project and to fulfillment of the grant document provisions.

Adopted this _____ day of _____, 20_____.

I hereby certify that the foregoing resolution was duly adopted by _____ at a legal meeting on ____ day of __, 20_____
_____.

Authorized Signature: _____ **Title:** _____
(Signature of the governmental unit's executive officer, for example, Village President, City Mayor, County Board Chair, etc.)

IMPORTANT NOTE: *The DNR expects the individual in the position authorized by this resolution to become familiar with the applicable grant program's procedures for the purpose of taking the necessary actions to undertake, direct, and complete the approved project. This includes acting as the primary contact for the project, submitting required materials for a complete grant application, fulfilling the requirements of the grant agreement, carrying out acquisition or development project (e.g., obtaining required permits, noticing, bidding, following acquisition guidelines, etc.), and closing the grant project (e.g., submitting final report, grant reimbursement forms and documentation, and organization of project files for future monitoring of compliance).*

Department of Public Works – Engineering Division

MEMO

TO: Utilities Committee

FROM: Paula Vandehey, Director of Public Works
Pete Neuberger, Staff Engineer

SUBJECT: Award Unit K-18 Native Landscape Management Contract to Applied Ecological Services, Inc., in an amount not to exceed \$148,099.40.

DATE: February 20, 2018

The Department of Public Works recommends award of the K-18 Native Landscape Management Contract to Applied Ecological Services, Inc. (AES), in an amount not to exceed \$148,099.40 (budget \$167,788).

The following tasks are included in this contract:

Native Vegetation Maintenance and New Installation at City Stormwater Ponds and Channels

- Provide vegetation inspections and recommendations.
- Provide invasive species and algae control through herbicide, mowing, brushing, and/or controlled burns.
- Provide preparation, seeding, planting, and erosion control at sparsely established areas and new sites.
- Maintain pond aerators.

In addition to work at DPW sites, the proposed contract amount includes \$3,787.71 of work at Facilities Department sites, to be paid by Facilities Department through interdepartmental agreement.

The Department of Public Works requests that the Utilities Committee approve a contract with AES, which was the 2017 contractor, for these services. This request is consistent with the approved 2018 stormwater budget, the March 15, 2017 Unit K-17 approval by the Common Council, and the March 2017 award memo by the Department of Public Works requesting use of AES as its consultant/contractor for native landscaping through 2021, subject to contractor performance in the prior year and annual contract approval.

AES performed well as the 2017 contractor, demonstrating good customer service, expertise, and cost-effectiveness. The proposed price for Unit K-18 represents a 2.4% price decrease compared to the contract price if AES's 2017 unit prices were applied.

Therefore the Department of Public Works recommends awarding Unit K-18 Native Landscape Management to Applied Ecological Services in an amount not to exceed \$148,099.40.



February 19, 2018

To: Fox Cities Transit Commission

From: Debra Ebben, Administrative Services Manager

Subject: Contract between City of Appleton, Valley Transit and Fox Valley Technical College.

Background:

In November 2014, the Fox Cities Transit Commission approved a contract between Valley Transit and Fox Valley Technical College (FVTC) to provide rides to the FVTC students during 2015 for a fixed amount of money. Under the agreement, program and basic adult education students enrolled in FVTC are allowed to show their student ID card and ride any Valley Transit fixed route bus on all days and all scheduled hours that the system operates. FVTC agreed to pay \$46,000 for the service.

During 2015, FVTC was able to encode their student ID card so that it could be used at the farebox in the same manner a bus pass is used, enabling us to track the number of unique riders along with the number of rides individual students take. While the program has been successful; FVTC ridership grew from more than 96,000 rides in 2015 to over 100,000 rides in 2016, we saw a decline in 2017 (95,272). The FVTC leadership team continues to be pleased with the success of this program and that it provides affordable transportation for their students, particularly low-income students who might not otherwise be able to further their education. The current contract requires a review of student enrollment in January each year to determine if there will be an adjustment to the annual payment. FVTC's enrollment has remained relatively flat for 2017/2018 and Valley Transit has not experienced any overcrowding of fixed route buses due to this program. Valley Transit and FVTC have agreed that the program can continue at the current rate of \$46,000 for 2018.

Recommendation: Approve Addendum to the Fox Valley Technical College pass program.

**ADDENDUM TO CONTRACT
CITY OF APPLETON/VALLEY TRANSIT
AND
FOX VALLEY TECHNICAL COLLEGE**

THIS ADDENDUM TO CONTRACT (“Addendum”) shall serve as an understanding and agreement between the City of Appleton Valley Transit (hereinafter “Valley Transit”), with a mailing address 801 South Whitman Avenue, Appleton, WI 54914, and the Fox Valley Technical College (hereinafter “FVTC”), with a mailing address of 1825 North Bluemound Drive, Appleton, WI 54912, to extend the existing contract entered into by and between the parties on December 22, 2014 (“**Contract**”), and subsequent addendum(s) entered into by and between the parties for an additional year. Valley Transit and FVTC may be singularly referred to herein as a party or jointly as the parties.

WITNESSETH, that in exchange for the mutual consideration stated below, the parties agree as follows:

1. This shall memorialize an extension of the Contract for one calendar year beginning January 1, 2018, and ending December 31, 2018, allowable pursuant to Paragraph 20 of the Contract.
2. All other terms of the Contract shall remain in full force and effect for the duration of the extension term.
3. Revision or modification to this Addendum must be agreed to by the parties and signed by the authorized representative of each party.
4. This Addendum may be reopened if State and/or Federal funding regulations restrict the type of service that can be funded in any service component of the Valley Transit budget.

IN WITNESS WHEREOF, the parties have caused the foregoing instrument to be executed in three (3) original counterparts.

Dated this _____ day of _____, 2018.

(Signatures on Next Page)

FOX VALLEY TECHNICAL COLLEGE

Witness: _____
Print Name: _____

By: _____
Print Name: _____
Title: _____

Witness: _____
Print Name: _____

By: _____
Printed Name: _____
Title: _____

CITY OF APPLETON, VALLEY TRANSIT

Witness: _____
Print Name: _____

By: _____
Ronald McDonald, General Manager

Witness: _____
Print Name: _____

By: _____
Timothy M. Hanna, Mayor

Witness: _____
Print Name: _____

By: _____
Kami Lynch, City Clerk

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

Approved as to Form:

Anthony D. Saucerman, Director of Finance

James P. Walsh, City Attorney

**CONTRACT BETWEEN
CITY OF APPLETON / VALLEY TRANSIT
AND
FOX VALLEY TECHNICAL COLLEGE**

This Agreement is by and between the City of Appleton/Valley Transit (hereinafter referred to as the “City”) and the Fox Valley Technical College (hereinafter referred to as “FVTC”).

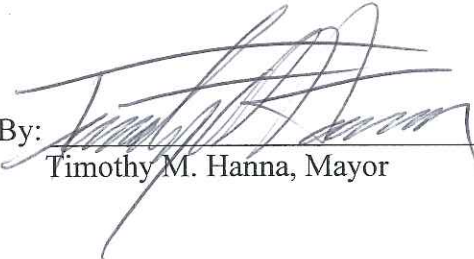
The FVTC wishes to encourage the use of City bus service by FVTC students. In exchange for the mutual consideration stated below, the parties agree as follows:


1. During the term of this Agreement, the City agrees to honor the FVTC Identification Card as a bus pass to allow Program and Adult Basic Education students enrolled at FVTC to utilize the City bus services.
2. The FVTC agrees to establish appropriate procedures to assure that one and only one FVTC Identification Card is distributed to each student enrolled at FVTC. If validation becomes a management issue, the City and FVTC will mutually agree to an alternative to the FVTC Identification Card.
3. The FVTC Identification Card will be valid for transportation on all City bus routes when shown by the students, at no additional charge as provided in this contract.
4. This agreement applies strictly to Valley Transit’s fixed route bus service. FVTC students meeting the ADA paratransit eligibility criteria will have comparable access to Valley Transit II. A fare that is double the rate of the approved regular bus cash fare will be charged to students using Valley Transit II. The Connector services and the other Valley Transit paratransit services are not part of this agreement.
5. The FVTC Identification Card is not transferable and not for resale and shall be forfeited and confiscated if misused or presented for transportation by any person other than the person to whom issued.
6. For City bus services provided for herein, in 2015, the FVTC shall pay to the City \$46,000 in January 2015 or in two payments, \$23,000 in January 2015 and \$23,000 in August, 2015. In subsequent years, the FVTC shall pay to the City \$2.50 per semester for each enrolled student residing within Valley Transit’s service area which shall be calculated and invoiced as follows: FVTC will provide the City with enrollment numbers by January 31st of each service year and the City will invoice FVTC in February for that year’s spring/summer semester; and, FVTC will provide the City with enrollment numbers by September 30th of each service year and the City will invoice FVTC in October for that year’s fall/winter semester.


7. The City shall provide its established and regularly publicized bus service including one AM tripper to FVTC.
8. Additional bus service may be added if both the City and FVTC mutually agree based upon ridership need. The City shall invoice FVTC for additional service/routes at the prevailing tripper rate which will be shared with FVTC yearly in January.
9. The FVTC Identification Card shall be valid for transportation on all days during all scheduled hours on all Valley Transit buses.
10. The City will keep ridership records of FVTC Identification Card usage. The City will provide quarterly ridership reports to the FVTC. FVTC and the City will work cooperatively to obtain and share any other information deemed necessary by either or both parties.
11. In providing and furnishing any of the aforementioned bus services, the City shall act as an independent contractor, and FVTC shall not have, and shall not exercise any control over the City's operation.
12. Individual student privileges may be revoked due to violations of the Valley Transit Code of Conduct. Valley Transit will make FVTC aware of the issues before actually revoking the privilege.
13. It is understood that the administration, management, marketing and promotion of the bus service program are the mutual responsibility of the City and FVTC. The City will work with FVTC to develop a marketing plan and to market the bus service program.
14. The City shall defend and hold harmless FVTC and its agents, servants, and employees against all loss, damages, legal expenses and other expenses which FVTC may sustain or become liable for on account of injury to or death of persons, or on account of damage to, loss or destruction of property resulting from the negligent operation of city buses.
15. The City and the FVTC agree to cooperatively establish administrative policies and procedures that will effectively safeguard the interest of both parties.
16. The City shall not be in default of any provision of the Agreement for failure to perform where such failure is due solely to strikes, walkouts, civil insurrections or disorders, orders of civil authorities, shortages of motor fuel or equipment, acts of God, or for any other cause or caused beyond the control of the City.
17. Should the City or FVTC be unable to fulfill the requirements of this agreement because of expected lack of funds, then either the City or FVTC may provide written notice of such expected lack of funds upon thirty (30) days prior written notice and this agreement shall be terminated.

18. FVTC or the City may cancel the contract for breach of any terms or condition of this contract or failure to perform as specified in this contract. FVTC or the City shall provide ten (10) calendar days written notice of contract breach and unless within ten (10) calendar days such neglect has ceased and arrangements made to correct, the contract may be cancelled by giving sixty (60) days notice in writing by registered or certified mail of its intention to cancel the contract.
19. All accounts shall be settled on a prorated basis in the event of termination of this Agreement prior to its full term.
20. The term of this Agreement at the amounts stated in Item 6 shall be for the 2015 calendar year from January 5 through December 31, 2015 with an option by mutual agreement of FVTC and the City to renew each of the subsequent four (4) years.
21. City warrants that it has the authority to enter into this Agreement and that any approval required of and by the City of Appleton have been obtained are valid for the full term of this Agreement.


The City of Appleton hereby duly executes the Agreement the 22 day of December, 2014.

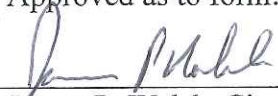
By: 
Timothy M. Hanna, Mayor

By: 
Dawn A. Collins, City Clerk

By: 
Deborah S. Wetter,
General Manager Valley Transit

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


Anthony D. Saucerman, Finance Director

Approved as to form:

James P. Walsh, City Attorney

The Fox Valley Technical College (FVTC) hereby duly executes this Agreement the
17th day of September, 2014.

Witness: [Signature]

Printed Name: Vicky Vanhout

By: [Signature]

Dr. Susan A. May
President, Fox Valley Technical College

Witness: [Signature]

Printed Name: Vicky Vanhout

By: [Signature]

Patti Jorgensen
Vice President of Student and Community
Development, Fox Valley Technical College



REPORT TO CITY PLAN COMMISSION

Plan Commission Meeting Date: February 13, 2018

Common Council Meeting Date – PC Report: February 21, 2018

Finance Committee Meeting Date – Resolution: February 26, 2018

Common Council Meeting Date – Resolution: March 7, 2018

Common Council Meeting Date – Ordinance: March 21, 2018

Item: Leona Pond Annexation

GENERAL INFORMATION

Owner/Applicant: City of Appleton

Address/Parcel: Portion of 2136 E. Wisconsin Avenue (Town of Grand Chute Tax Id #102009900)

Petitioner's Request: Owner/applicant is requesting direct annexation by unanimous approval pursuant to Section 66.0217(2), Wisconsin State Statutes of land currently located in the Town of Grand Chute, Outagamie County.

Purpose for Annexation: The City has plans to construct a stormwater management facility on this parcel.

Population of Such Territory: 0

Annexation Area: 11.3366 acres m/l

BACKGROUND

On March 16, 1992, the City of Appleton and the Town of Grand Chute agreed to and entered into an Intermunicipal Boundary Agreement pursuant to Section 66.027 and 66.30 of the Wisconsin State Statutes for the purpose of defining and expanding the provision of governmental services including water and sewer services by establishing the City's growth area and establishing provisions for annexation of land within the Town of Grand Chute to the City of Appleton.

STAFF ANALYSIS

The Community and Economic Development Department staff has reviewed the annexation petition and identifies the following:

- The area proposed for annexation is contiguous to the existing City boundary.
- Annexation of the site in question is consistent with the Boundary Agreement with the Town of Grand Chute.

- Sanitary sewer and water infrastructure exists in Richard Street and Leona Street. The petitioner's interest in annexing is to construct a stormwater management facility.
- The property is currently undeveloped.
- The owner is requesting the City Plan Commission initiate a rezoning for the subject property, from temporary AG Agricultural District to a permanent zoning classification of P-I Public Institutional District.
- The temporary zoning classification must be made permanent in accordance with Section 23-65(d), Zoning Map Amendments, within 90 days, or the zoning will revert to AG Agricultural District.
- The *Comprehensive Plan 2010-2030* Future Land Use Map indicates future Business/Industrial for the majority of the land with a small area for One and Two Family Residential uses in this area. The proposed use of this land will be for a future, City owned, stormwater management pond and Staff would recommend the Plan Commission initiate the process to change the future land use designation to Public Institutional for this land. This would make the proposed zoning of P-I Public Institutional consistent with the Comprehensive Plan pursuant to the zoning map amendment standard listed in Section 23-65(d)(3)a.1.

Surrounding Zoning Classification and Land Uses:

North: M-2 General Industrial District. The adjacent land uses to the north are currently industrial.

South: Town of Grand Chute. The adjacent land use to the south are currently undeveloped and single-family residential.

East: Town of Grand Chute. The adjacent land uses to the east are currently undeveloped.

West: R-1A Single-Family District and R-2 Two-Family District. The adjacent land uses to the west are single-family residential.

Appleton Comprehensive Plan 2010-2030: The City of Appleton *Comprehensive Plan 2010-2030* identifies the majority of this area for future Business/Industrial uses with a small area for One and Two Family Residential uses. Listed below are related excerpts from the City's *Comprehensive Plan 2010-2030*.

Goal 5 – Utilities and Community Services

Appleton will provide excellent public utility and community services at a reasonable cost, and will work with private utility companies to ensure quality service delivery.

OBJECTIVE 7.5: Implement effective stormwater management practices.

Policy 7.5.1 Continue to implement the City's Surface Water Management Plan and its WPDES Municipal Separate Storm Sewer System (MS-4) permit from the Wisconsin Department of Natural Resources.

Technical Review Group (TRG) Report: This item was discussed at the January 23, 2018 Technical Review Group meeting. No negative comments were received from participating departments.

FUTURE ACTIONS

All territory annexed to the City is assigned a zoning classification as recommended by Plan Commission. Plan Commission considers criteria per Section 23-65(d), Zoning Map Amendments: 1. Existing land uses within the territory, 2. Land uses that exist on adjacent properties and 3. The Comprehensive Plan.

The owner is requesting the Plan Commission initiate a rezoning for the subject property, from temporary AG Agricultural District to a permanent zoning classification of P-I Public Institutional District.

The owner is requesting the Plan Commission initiate a Future Land Use map amendment for the subject property, from Business/Industrial and One and Two Family Residential to Public Institutional.

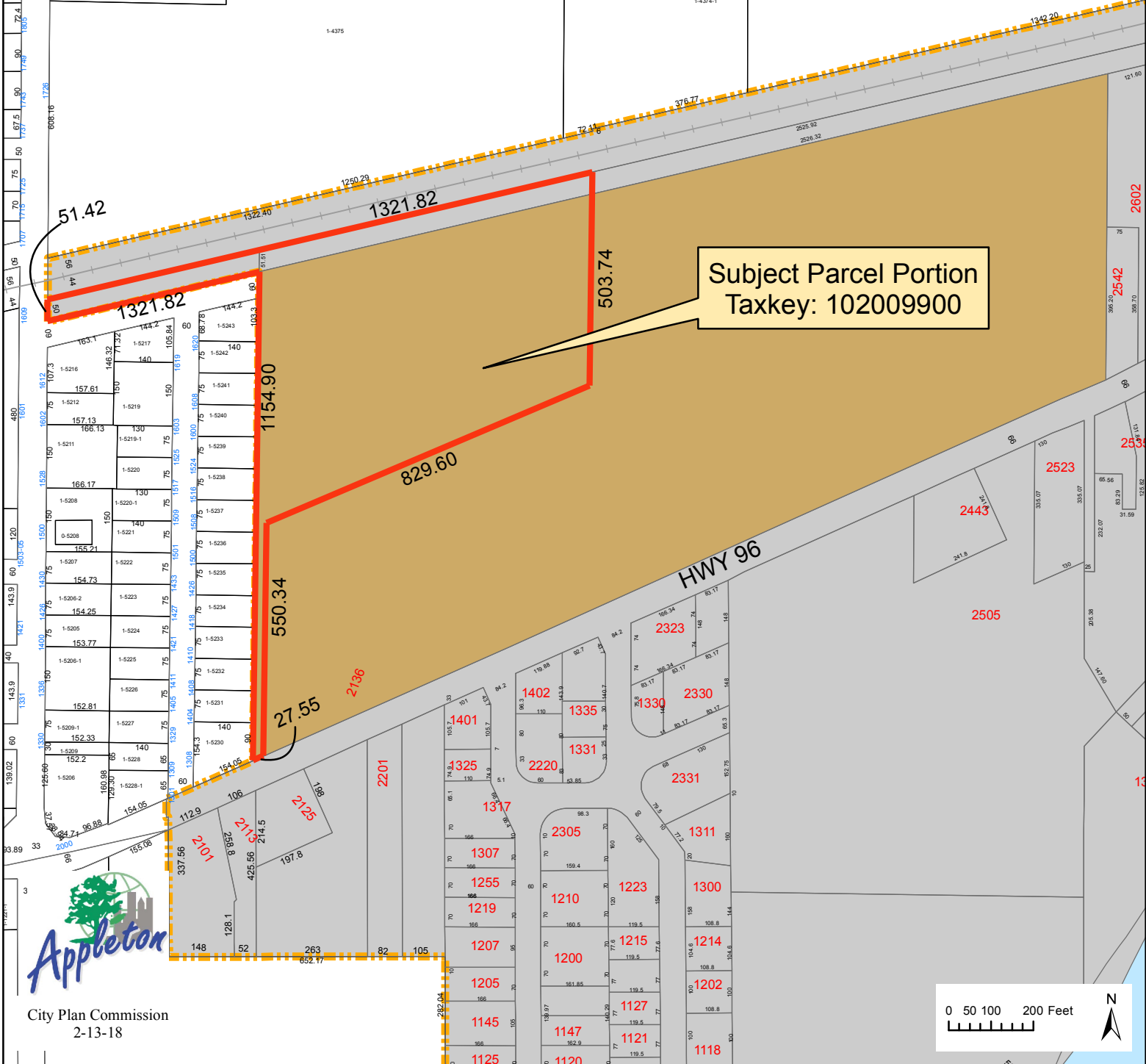
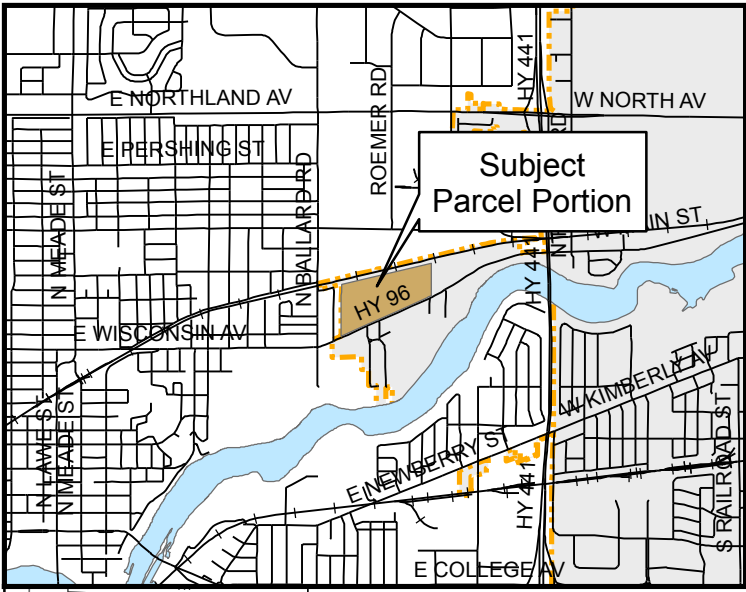
With this in mind, permanent P-I Public Institutional zoning classification and the Future Land Use Map amendment will be initiated by the Plan Commission and will be reviewed and approved by the Common Council.

RECOMMENDATION

Staff recommends that the Leona Pond Annexation (portion of 2136 E. Wisconsin Avenue), as shown on the attached maps, **BE APPROVED** with the following stipulations:

1. The Plan Commission initiating the rezoning for the subject property, from temporary AG Agricultural District to a permanent zoning classification of P-I Public Institutional District pursuant to Section 23-65(d)(1) of the Zoning Ordinance.
2. The Plan Commission initiating a Future Land Use Map amendment for the subject property, from Business/Industrial and One and Two Family Residential to Public Institutional pursuant to Chapter 12 of the City's *Comprehensive Plan 2010-2030* and Section 23-65(d)(3)a.1 of the Zoning Ordinance.

Leona Pond Annexation



Leona Pond
Annexation

City Limits

E RICHARD ST

N BALLARD RD

N LEONA ST

ALLEY

HWY 96

E WISCONSIN AV

City Limits

GRAND VIEW DR

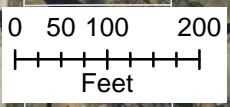
WOODLARK RD

N GREEN GROVE RD

Subject Parcel Portion
Taxkey: 102009900



City Plan Commission
2-13-18





**PETITION FOR DIRECT ANNEXATION BY UNANIMOUS APPROVAL
PURSUANT TO SECTION 66.0217(2), WISCONSIN STATUTES
WHERE NO ELECTORS RESIDE IN TERRIORY**

I/We, the undersigned, constituting all of the owners of the real property in which no electors reside in the following territory of the Town of Grand Chute, Outagamie County, Wisconsin, lying contiguous to the City of Appleton, petition the Common Council of the City of Appleton to annex the territory described below and shown on the attached scale map to the City of Appleton, Outagamie County, Wisconsin.

Part of Lot Nine (9), Lot Ten (10) and Lot Eleven (11) of **ROWE'S SUBDIVISION**, and part of Lot One (1) of **CERTIFIED SURVEY MAP NUMBER 6101** filed in Volume 36 of Certified Survey Maps on Page 6101 as Document Number 1866751 in the Outagamie County Register of Deeds Office, located in the Fractional Southwest Quarter (SW ¼) of Section 19, Township 21 North, Range 18 East, Town of Grand Chute, Outagamie County, Wisconsin, containing 11.3366 Acres of land m/l and being described by:

Commencing at the Southwest corner of said Section 19;

Thence North 00° 22' 42" East 1353.51 feet along the West line of the SW ¼ of said Section 19;

Thence North 76° 51' 35" East 33.94 feet to the Northwest corner of Lot 1 of said Certified Survey Map No.6101 and being coincident with the Southerly line of the Wisconsin Central Ltd. Railroad right of way and being the Point of Beginning;

Thence continue North 76° 51' 35" East 1321.82 feet along the Southerly line of the Wisconsin Central Ltd. Railroad right of way and being coincident with the Northerly line of Lot 1 of said Certified Survey Map No.6101;

Thence South 00° 44' 00" West 503.74 feet;

Thence South 66° 58' 00" West 829.60 feet;

Thence South 00° 47' 05" West 550.34 feet to the Northwesterly line of Wisconsin Avenue (a.k.a. S.T.H. 96);

Thence South 65° 57' 11" West 27.55 feet and being coincident to the Northwesterly line of Wisconsin Avenue to the East line of Bell Air Subdivision;

Thence North 00° 47' 05" East 1154.90 feet and being coincident to the East line of said Bell Air Subdivision to the Northerly line of Richard Street;

Thence South 76° 51' 35" West 514.22 feet and being coincident with the Northerly line of Richard Street to the East line of Ballard Road;

Thence North 00° 22' 42" East 51.42 feet and being coincident with the East line of Ballard Road to the Point of Beginning.


The current population of such territory is 0.

I/We, the undersigned, elect that this annexation shall take effect to the full extent consistent with outstanding priorities of other annexation, incorporation, or consolidation proceedings, if any.

I/We further respectfully request that the City Plan Commission initiate a rezoning for the subject property, from temporary AG Agricultural District to a permanent zoning classification of P-I Public Institutional District.

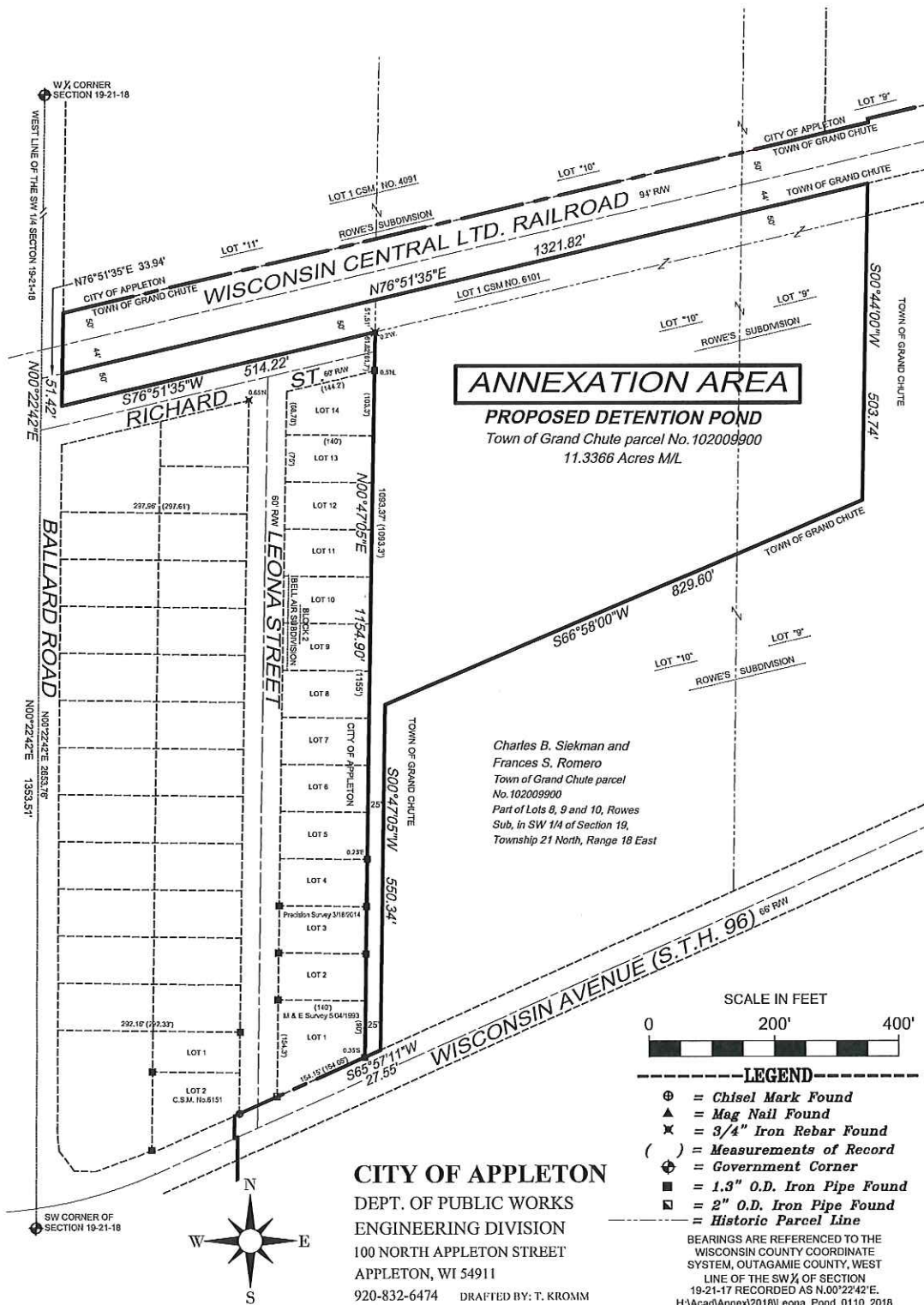
Area of lands to be annexed contains 11.3366 acres m/l.

Tax Parcel number of lands to be annexed: 102009900

Signature of Petitioner	Owner/Elector	Date of Signing	Address of Petitioner (Include Zip Code)
	Owner	1-19-18	100 N. Appleton Street Appleton, WI 54911
Mayor Timothy Hanna			

ANNEXATION EXHIBIT

Part of Lot 9, Lot 10 and Lot 11 of Rowe's Subdivision and Part of Lot 1 of Certified Survey Map No.6101, being located in the Southwest 1/4 of Section 19, Township 21 North, Range 18 East, Town of Grand Chute, Outagamie County, Wisconsin.



ANNEXATION AREA

PROPOSED DETENTION POND
 Town of Grand Chute parcel No. 102009900
 11.3366 Acres M/L

*Charles B. Siekman and
 Frances S. Romero*
 Town of Grand Chute parcel
 No. 102009900
 Part of Lots 8, 9 and 10, Rowes
 Sub, in SW 1/4 of Section 19,
 Township 21 North, Range 18 East

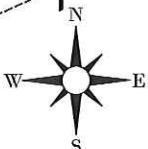


LEGEND

- ⊕ = Chisel Mark Found
- ▲ = Mag Nail Found
- ✕ = 3/4" Iron Rebar Found
- () = Measurements of Record
- ⊕ = Government Corner
- = 1.3" O.D. Iron Pipe Found
- = 2" O.D. Iron Pipe Found
- - - = Historic Parcel Line

BEARINGS ARE REFERENCED TO THE
 WISCONSIN COUNTY COORDINATE
 SYSTEM, OUTAGAMIE COUNTY, WEST
 LINE OF THE SW 1/4 OF SECTION
 19-21-17 RECORDED AS N.00°22'42"E.
 H:\Acad\Annex\2018\Leona_Pond_0110_2018

CITY OF APPLETON
 DEPT. OF PUBLIC WORKS
 ENGINEERING DIVISION
 100 NORTH APPLETON STREET
 APPLETON, WI 54911
 920-832-6474 DRAFTED BY: T. KROMM



**COMMON COUNCIL
OF THE
CITY OF APPLETON, WISCONSIN**

February 21, 2018

Resolution No. N/A

**Resolution Authorizing the Execution and Delivery of Documents
relating to the Fox Cities Exhibition Center Project**

WHEREAS, the City of Appleton, Wisconsin (the “**Municipality**”), certain other municipalities in the Fox Cities area (together with the Municipality, the “**Municipalities**”), the Redevelopment Authority of the City of Appleton, Wisconsin (the “**Authority**”), the Fox Cities Room Tax Commission (the “**Commission**”), and the Fox Cities Performing Arts Center, Inc. (the “**PAC**”) have entered into an Exhibition Center Cooperation Agreement, dated as of November 24, 2015 (the “**Original Cooperation Agreement**”), pursuant to which the Municipalities, the Authority, and the Commission agreed, among other things, to enact resolutions, ordinances, and all other municipal acts necessary to effect a 3% room tax (the “**Exhibition Center Room Tax**”), in addition to the room taxes then being collected, to be pledged to pay debt service on bonds to be issued by the Authority (the “**Bonds**”) to finance the construction and equipping of the Fox Cities Exhibition Center (the “**Exhibition Center**”) and related payments or deposits such as costs of issuance, a debt service reserve fund, a stabilization fund, and any capitalized interest; and

WHEREAS, the Municipality adopted an ordinance (the “**Room Tax Ordinance**”), that levied a 10% room tax (the “**Room Tax**”), which included the Exhibition Center Room Tax, restated other existing room tax percentage allocations, including the 2% PAC Room Tax (the “**PAC Room Tax**”) pledged to pay debt service on bonds issued by the Authority to finance or refinance the Fox Cities Performing Arts Center (the “**PAC Bonds**”), and set forth the priority of application of payments of the Room Tax; and

WHEREAS, in connection with the execution of the Original Cooperation Agreement, the Municipalities and the Commission also entered into an Amended and Restated Room Tax Commission and Tourism Zone Agreement, dated as of November 24, 2015 (the “**Commission and Zone Agreement**”), to restate a prior agreement, to confirm the establishment of the Fox Cities Tourism Zone, to confirm the establishment of the Commission and its powers, duties, and membership, to appoint the Fox Cities Convention & Visitors Bureau (the “**CVB**”) as a tourism entity to provide the administrative support for collecting and allocating a portion of the Room Tax, and to confirm the Municipalities’ agreements set forth in the Original Cooperation Agreement with respect to the Exhibition Center and the Room Tax; and

WHEREAS, the Original Cooperation Agreement and the Tourism Entity Agreement, dated December 31, 2015, by and between the Commission and the CVB (the “**Tourism Entity Agreement**”) contemplate that when the Bonds are issued to finance the

Exhibition Center, a Pledge and Security Agreement will be entered into by and among the Municipalities, the Commission, and a trustee (the “**Pledge and Security Agreement**”) to provide for the pledge of the Exhibition Center Room Tax for the payment of the Bonds; and

WHEREAS, pursuant to the Pledge and Security Agreement, the Exhibition Center Room Tax will be required to be paid to the trustee for the Bonds; and

WHEREAS, subsequent to the execution of the Original Cooperation Agreement, the Commission and Zone Agreement, and the Tourism Entity Agreement, certain facts and assumptions contemplated in said agreements have changed, including that

- (i) the Bonds have not yet been issued,
- (ii) the Pledge and Security Agreement has not been entered into,
- (iii) the PAC Bonds are being called for redemption in full on March 1, 2018, at which time the PAC Cooperation Agreement (defined in the Original Cooperation Agreement) will terminate and the PAC Room Tax will be reallocated,
- (iv) a municipality that is party to the Original Cooperation Agreement has been incorporated as a village, and
- (v) the City of Appleton, Wisconsin has constructed the Exhibition Center with its own funds; and

WHEREAS, the hotelkeepers, motel operators, and other persons or entities furnishing accommodations that are available to the public in the Municipality and obligated to collect the Room Tax (the “**Operators**”) have been forwarding the PAC Room Tax directly to the trustee for the PAC Bonds; and

WHEREAS, it is necessary and desirable to amend and restate the Original Cooperation Agreement and amend the Commission and Zone Agreement to reflect current facts and assumptions, and to enter into the Pledge and Security Agreement as contemplated under the above agreements; and

WHEREAS, there have been presented to the Municipality substantially final drafts of an Amended and Restated Cooperation Agreement, a First Amendment to the Amended and Restated Room Tax Commission and Tourism Zone Agreement, and a Pledge and Security Agreement (collectively, the “**Exhibition Center Documents**”);

NOW, THEREFORE, BE IT RESOLVED by the Common Council (the “**Governing Body**”) of the Municipality as follows:

Section 1. Approval of Exhibition Center Documents.

The terms and provisions of the Amended and Restated Cooperation Agreement, the First Amendment to the Amended and Restated Room Tax Commission and Tourism Zone

Agreement, and the Pledge and Security Agreement are hereby approved. The Mayor and Clerk are hereby authorized for and in the name of the Municipality to execute and deliver the Exhibition Center Documents in substantially the forms thereof presented herewith, with such insertions therein or corrections or changes thereto as shall be approved by such officers consistent with this resolution, their execution thereof to constitute conclusive evidence of their approval of any such insertions, corrections, or changes.

Section 2. Notification to Operators; Exhibition Center Room Tax to Trustee.

The officers of the Municipality are hereby directed to cause notice to be delivered to each Operator that, effective April 1, 2018, (i) the PAC Room Tax (2%) shall no longer be forwarded to the trustee for the PAC Bonds, (ii) the Exhibition Center Room Tax (3%) shall instead be forwarded to the trustee for the Bonds on the quarterly dates set forth in the Pledge and Security Agreement, and (iii) the remaining Room Tax (7%), which includes the PAC Room Tax, shall be forwarded to the Municipality.

Section 3. General Authorizations.

The officers of the Municipality are hereby each authorized to execute, publish, file, and record such other documents, instruments, notices, and records and to take such other actions, including entering into additional agreements and amending existing agreements, as shall be necessary or desirable to accomplish the purposes of this resolution and to comply with the obligations of the Municipality under the Commission and Zone Agreement and the Exhibition Center Documents, as each may be amended and restated, and to facilitate the issuance of the Bonds. In addition, the representatives of the Municipality that serve as commissioners on the Commission are hereby authorized and directed to take any necessary action on behalf of the Municipality with respect to actions taken by the Commission relating to the Bonds and the Exhibition Center Room Tax allocated to the payment, either directly or indirectly, of debt service on the Bonds.

Section 4. Effective Date.

This resolution shall be effective immediately upon its passage and approval. To the extent that any prior resolutions of the Governing Body are inconsistent with the provisions hereof, this resolution shall control, and such prior resolutions shall be deemed amended to such extent as may be necessary to bring them in conformity with this resolution.

* * * * *

Adopted: February 21, 2018

Approved: February ____, 2018

Mayor

Clerk

CERTIFICATIONS BY CLERK

I, Kami Lynch, hereby certify that I am the duly qualified and acting Clerk of the City of Appleton, Wisconsin (the “**Municipality**”), and as such I have in my possession, or have access to, the complete corporate records of said Municipality and of its Common Council (the “**Governing Body**”) and that attached hereto is a true, correct, and complete copy of the resolution (the “**Resolution**”) entitled:

Resolution Authorizing the Execution and Delivery of Documents relating to the Fox Cities Exhibition Center Project

I do hereby further certify as follows:

1. **Meeting Date.** On February 21, 2018, a meeting of the Governing Body was held commencing at _____ p.m.
2. **Posting.** On February ____, 2018 (and not less than 24 hours prior to the meeting), I posted or caused to be posted at the Municipality’s offices in Appleton, Wisconsin a notice setting forth the date, time, location, and subject matter (including specific reference to the Resolution) of said meeting.
3. **Notification of Media.** On February ____, 2018 (and not less than 24 hours prior to the meeting), I communicated or caused to be communicated, the date, time, location, and subject matter (including specific reference to the Resolution) of said meeting to those news media who have filed a written request for such notice and to the official newspaper of the Municipality.
4. **Open Meeting Law Compliance.** Said meeting was a regular meeting of the Governing Body that was held in open session in compliance with Subchapter V of Chapter 19 of the Wisconsin Statutes and any other applicable local rules and state statutes.
5. **Members Present.** Said meeting was duly called to order by the Mayor (the “**Presiding Officer**”), who chaired the meeting. Upon roll call, I noted and recorded that there were _____ members of the Governing Body present at the meeting, such number being a quorum of the Governing Body.
6. **Consideration of and Roll Call Vote on Resolution.** Various matters and business were taken up during the course of the meeting without intervention of any closed session. One of the matters taken up was the Resolution. A proper quorum of the Governing Body was present for the consideration of the Resolution, and each member of the Governing Body had received a copy of the Resolution. All rules of the Governing Body that interfered with the consideration of the Resolution, if any, were suspended by a two-thirds vote of the Governing Body. The Resolution was then introduced, moved, and seconded, and after due consideration, upon roll call, _____ of the Governing Body members voted Aye, _____ voted Nay, and _____ Abstained.

7. **Adoption of Resolution.** The Resolution was supported by the affirmative vote of a majority of a quorum of the members of the Governing Body in attendance. The Presiding Officer then declared that the Resolution was adopted, and I recorded the Resolution.

8. **Approval of Presiding Officer.** The Resolution was approved by the Presiding Officer on February _____, 2018, and I have recorded the approval. The approval is evidenced by the signature of the Presiding Officer on the copy of the Resolution to which this certificate is attached.

IN WITNESS WHEREOF, I have signed my name and affixed the seal of the Municipality, if any, hereto on February _____, 2018.

Clerk

[SEAL]

**AMENDED AND RESTATED
COOPERATION AGREEMENT
FOR THE
FOX CITIES EXHIBITION CENTER**

Dated as of [April 1], 2018

Amending and Restating in its entirety
the Exhibition Center Cooperation Agreement,
dated as of November 24, 2015

by and among

THE MUNICIPALITIES NAMED HEREIN

the

REDEVELOPMENT AUTHORITY OF THE
CITY OF APPLETON, WISCONSIN

and the

FOX CITIES AREA ROOM TAX COMMISSION

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**AMENDED AND RESTATED
COOPERATION AGREEMENT
FOR THE
FOX CITIES EXHIBITION CENTER**

This AMENDED AND RESTATED COOPERATION AGREEMENT (this “**Agreement**”), is made as of [April 1], 2018, by and among the CITY OF APPLETON, WISCONSIN, a Wisconsin municipal corporation and political subdivision (“**Appleton**”), the CITY OF KAUKAUNA, WISCONSIN, a Wisconsin municipal corporation and political subdivision (“**Kaukauna**”), the CITY OF NEENAH, WISCONSIN, a Wisconsin municipal corporation and political subdivision (“**City of Neenah**”), the VILLAGE OF KIMBERLY, WISCONSIN, a Wisconsin municipal corporation and political subdivision (“**Kimberly**”), the VILLAGE OF LITTLE CHUTE, WISCONSIN, a Wisconsin municipal corporation and political subdivision (“**Little Chute**”), the TOWN OF GRAND CHUTE, WISCONSIN, a Wisconsin political subdivision (“**Grand Chute**”), the TOWN OF NEENAH, WISCONSIN, a Wisconsin political subdivision (“**Town of Neenah**”), the VILLAGE OF FOX CROSSING, WISCONSIN, a Wisconsin municipal corporation and political subdivision (“**Fox Crossing**”), the CITY OF MENASHA, WISCONSIN, a Wisconsin municipal corporation and political subdivision (“**Menasha**”), and the VILLAGE OF SHERWOOD, WISCONSIN, a Wisconsin municipal corporation and political subdivision (“**Sherwood**” and, collectively with Appleton, Kaukauna, City of Neenah, Kimberly, Little Chute, Grand Chute, Town of Neenah, Fox Crossing, and Menasha, the “**Municipalities**”), the REDEVELOPMENT AUTHORITY OF THE CITY OF APPLETON, WISCONSIN, a Wisconsin body corporate and politic (the “**ARA**”), and the FOX CITIES AREA ROOM TAX COMMISSION, a Wisconsin intergovernmental commission (the “**Room Tax Commission**”), to amend and restate in its entirety the Exhibition Center Cooperation Agreement, dated as of November 24, 2015 (the “**Original Agreement**”), entered into by and among the above parties and the Fox Cities Performing Arts Center, Inc. (the “**PAC**”), as a result of certain changes in facts and assumptions that have occurred subsequent to the execution of the Original Agreement.

ARTICLE I

DEFINITIONS

In addition to those terms defined throughout this Agreement, the following terms shall have the following meanings ascribed to them:

“**Additional Bonds**” means such revenue bonds in such series and in such principal amounts as the ARA may issue from time to time pursuant to a supplement to the Indenture for the purpose of refinancing or refunding then-outstanding Bonds.

“**Additional Municipality**” means any municipality within the Tourism Zone which, subsequent to the date of this Agreement, becomes a member of the Room Tax Commission and which, pursuant to Section 5.02, becomes a party to this Agreement.

“**Bonds**” means, collectively, the Series 2018 Bonds and any Additional Bonds issued by the ARA for the purposes set forth in this Agreement.

“Commission Agreement” means the Amended and Restated Room Tax Commission and Tourism Zone Agreement, dated as of November 24, 2015, by and between the Municipalities and the Room Tax Commission, as amended by a First Amendment to Amended and Restated Room Tax Commission and Tourism Zone Agreement, dated as of [April 1], 2018, and as further amended from time to time.

“Credit Enhancement” means a policy of bond insurance, a letter of credit, a guaranty, or another form of credit enhancement as security for payment of debt service on the Bonds

“CVB” shall mean the Fox Cities Convention & Visitors Bureau, Inc., a Wisconsin nonprofit corporation, or its successors and assigns pursuant to the Tourism Entity Agreement.

“Exhibition Center” means the Fox Cities Exhibition Center, a convention center as referenced in the Room Tax Act, more specifically described in Exhibit A hereto and situated on the Exhibition Center Property.

“Exhibition Center Property” means [the real property legally described in Exhibit B hereto.]

“Exhibition Center Room Tax” means the 3% Room Tax levied by each Municipality pursuant to the Room Tax Act and the Commission Agreement for purposes of paying, directly or indirectly, [the costs of construction of the Exhibition Center and debt service on the Bonds and/or such other reasonable and customary payments or deposits related to the Bonds as may be provided in the Indenture, such as, but not limited to, costs of issuance and administration, Credit Enhancement, debt service reserve and room tax stabilization funds, and capitalized interest, if any].

“Governing Body” means, when used with reference to a Municipality, the Common Council, Village Board, or Town Board, as applicable, of such Municipality.

“Governing Body Authorizations” means (i) the Ordinances, (ii) the resolutions titled [“Resolution Authorizing the Execution and Delivery of Documents relating to the Fox Cities Exhibition Center Project”] adopted by the Governing Bodies of: (a) Appleton on _____, 2018, (b) Grand Chute on _____, 2018 (c) Kaukauna on _____, 2018, (d) Kimberly on _____, 2018, (e) Little Chute on _____, 2018, (f) City of Menasha on _____, 2018, (g) Town of Menasha on _____, 2018, (h) City of Neenah on _____, 2018, (i) Town of Neenah on _____, 2018, and (j) Sherwood on _____, 2018, (iii) the resolution of the Room Tax Commission adopted on _____, 2018 relating to the Exhibition Center, and (iv) the resolution[s] of the ARA adopted on [February 16, 2018 and March 7, 2018, each] relating to the Exhibition Center.

“Indenture” means the Indenture of Trust, dated as of [April 1], 2018, by and between the ARA and the Trustee with respect to the Series 2018 Bonds as supplemented or amended from time to time pursuant to the terms thereof, including pursuant to which Additional Bonds are issued.

“**Lease**” means the instrument of lease between the ARA and Appleton described in Section 3.05 hereof, as amended from time to time pursuant to the terms thereof, including in connection with the issuance of Additional Bonds.

“**Management Agreement**” means the Management Agreement dated November 18, 2015 entered into by Appleton Holdings, LLC, as owner and operator of the Paper Valley Hotel, and [_____], a single purpose entity owned by Appleton Holdings, LLC, as amended from time to time.

[“**Mortgages**” means, collectively, any and all mortgages and assignments of leases, security agreements or other agreements or instruments entered into by the ARA and delivered to the Trustee for the purpose of granting the Trustee a mortgage lien on the Exhibition Center Property and all improvements located thereon, including the Exhibition Center [, and a security interest in the personal property described therein,] as collateral security for the payment of the Bonds, in each case as amended from time to time pursuant to the terms thereof.]

“**Municipality**” means each of, Appleton, Kaukauna, City of Neenah, Kimberly, Little Chute, Grand Chute, Town of Neenah, Fox Crossing, Menasha, Sherwood, and any Additional Municipality.

“**Operators**” means any hotelkeepers, motel operators, and other persons that furnish accommodations that are available to the public and are obligated to collect the Room Tax.

“**Ordinances**” means the room tax ordinances adopted in November, 2015 by each Municipality’s Governing Body pursuant to the Room Tax Act, which levied a 10% Room Tax, including the Exhibition Center Room Tax.

“**Pledge and Security Agreement**” means the Pledge and Security Agreement, dated as of [April 1], 2018, by and among the Municipalities, the Room Tax Commission, and the Trustee, incorporating the pledge of Exhibition Center Room Taxes to the payment, directly or indirectly, of debt service on the Bonds and related purposes, as amended from time to time pursuant to the terms thereof.

“**Redevelopment Act**” means Section 66.1333 of the Wisconsin Statutes, as amended.

“**Room Tax**” means a tax levied pursuant to the Room Tax Act.

“**Room Tax Act**” means Section 66.0615 of the Wisconsin Statutes, as amended.

“**Room Tax Commission**” means the Fox Cities Area Room Tax Commission created by the Municipalities for the purpose of coordinating tourism promotion and tourism development in the Tourism Zone, the membership of which shall be established as set forth in the Commission Agreement and subsection (1m)(c)(2) of the Room Tax Act.

“**Series 2018 Bonds**” means the ARA’s Taxable Lease Revenue Bonds, Series 2018 (Fox Cities Exhibition Center Project), dated their date of initial delivery, issued in the aggregate principal amount of \$_____ pursuant to the Indenture.

“**Tourism Entity Agreement**” means Tourism Entity Agreement, dated as of December 31, 2015, between the CVB and the Room Tax Commission, as amended by a First Amendment to Tourism Entity Agreement, dated as of [April 1], 2018, and as further amended from time to time.

“**Tourism Zone**” as means the Fox Cities Tourism Zone, established pursuant to the Commission Agreement and the Room Tax Act, encompassing the Municipalities and any neighboring municipalities.

“**Trustee**” means Associated Trust Company, National Association, as trustee under the Indenture, and its successors in such capacity.

ARTICLE II

FACTS AND RECITALS

Section 2.01 Governing Body Authorizations.

The execution, delivery and performance of this Agreement by the Municipalities, the Room Tax Commission, and the ARA have been authorized by the respective Governing Body Authorizations and pursuant to Section 66.0301 of the Wisconsin Statutes, the Room Tax Act and the Redevelopment Act.

Section 2.02 Tourism Zone Objectives.

The Municipalities, the Room Tax Commission and the ARA have identified the development and redevelopment of the Tourism Zone and the promotion and development of tourism within the Tourism Zone as matters of group interest.

Section 2.03 Importance of Exhibition Center.

The Municipalities, the Room Tax Commission and the ARA have found and determined:

(a) that (i) each Municipality is located in a county or counties with a population of less than 380,000; (ii) the counties in which the Municipalities are located are not located adjacent to any county with a population of over 380,000; and (iii) the Municipalities have worked cooperatively together to construct and finance the Exhibition Center, as contemplated by subsection (1m)(am)(3) of the Room Tax Act; and

(b) that the control, disposition, and use of the Exhibition Center is crucial to the achievement of a sound and coordinated development of the Tourism Zone and for the promotion and development of tourism activities within the Tourism Zone.

Section 2.04 Construction of Exhibition Center.

Since the date of the Original Agreement, the Exhibition Center project has been undertaken and completed by Appleton on behalf of the Municipalities, the Room Tax

Commission, and the ARA. Appleton has acquired the Exhibition Center Property within the Tourism Zone and has completed the construction of the Exhibition Center as described in Exhibit A hereto. The Exhibition Center project involved the construction, installation, and improvement of real property within the Tourism Zone, which improvements and interrelated facilities constitute a “convention center” within the meaning of the Room Tax Act.

Section 2.05 Levy and Importance of Room Tax Revenues.

The Municipalities have enacted the Ordinances to levy, and authorize the collection and enforcement of, a 10% Room Tax, which includes the Exhibition Center Room Tax, as permitted in the Room Tax Act. The Exhibition Center Room Tax revenues, as pledged and utilized pursuant to this Agreement and the Pledge and Security Agreement, will assist in the financing of the Exhibition Center.

Section 2.06 Contract with CVB.

The Room Tax Commission has entered into the Tourism Entity Agreement with the CVB, as a tourism entity, to obtain staff, support services, and assistance in developing and implementing programs to promote the Tourism Zone to visitors, and to receive and administer certain of the Room Taxes on behalf of the Room Tax Commission.

Section 2.07 Management Agreement.

Appleton has entered into the Management Agreement, providing for the operation and management of the Exhibition Center in such a manner as to promote and develop tourism within the Tourism Zone.

Section 2.08 Termination of PAC Cooperation Agreement.

The Cooperation Agreement dated June 1, 2000 (the “**PAC Cooperation Agreement**”), in which the Municipalities (excluding the City of Menasha and Sherwood, but including Fox Crossing, into which the Town of Menasha was incorporated, and Little Chute, which was added as a party after the initial execution) agreed to impose a Room Tax at the rate of two percent (2%) (the “**PAC Room Tax**”) and pledged certain revenues thereof to the payment of bonds (the “**PAC Bonds**”) which were issued to pay the costs associated with the construction of the Fox Cities Performing Arts Center has been terminated, and the PAC Bonds have been paid in full. The continued imposition and collection of the PAC Room Tax was authorized by the Ordinances.

ARTICLE III

FINANCING OF THE EXHIBITION CENTER PROJECT

Section 3.01 Contribution of Exhibition Center Property to ARA.

Acting pursuant to Section[s 6(f) and] 13 of the Redevelopment Act, to provide general support and assistance to the ARA in carrying out redevelopment as provided in the Redevelopment Act, Appleton shall contribute to the ARA, all Appleton’s right, title, and

interest in and to the Exhibition Center and the Exhibition Center Property. Appleton shall execute and deliver to the ARA such deeds, bills of sale, and other instruments as the ARA may reasonably request to evidence and perfect such contribution from Appleton.

Section 3.02 Acceptance of Appleton Contribution.

The ARA agrees to accept ownership of the Exhibition Center and the Exhibition Center Property from Appleton pursuant to Section 3.01 hereof. The ARA shall accept said ownership at any time as deemed appropriate by Appleton and the ARA.

Section 3.03 Total Costs of Construction; Reimbursement to Appleton.

The amounts spent by Appleton on the costs of the Exhibition Center project are set forth in Exhibit A. The Municipalities hereby agree that the following amounts shall be paid to Appleton to reimburse it for such project costs:

- (a) net proceeds of the Series 2018 Bonds, after payment of costs of issuance and funding of debt service reserve and stabilization funds as provided in the Indenture;
- (b) all Exhibition Center Room Taxes collected from January 1, 2016 through [_____] [the date of issuance of the Series 2018 Bonds], which are held by the CVB in the [Room Tax Clearing Account] pursuant to the Tourism Entity Agreement,
- (c) \$750,000 of funds held by the trustee for the PAC Bonds and remaining after payment of the PAC Bonds.

The Municipalities acknowledge that the application of the funds described in (b) and (c) above will reduce the principal amount of the Series 2018 Bonds necessary to finance the Exhibition Center project. The Room Tax Commission shall direct the CVB to apply the funds described in (b) above to such reimbursement, and the ARA shall direct the trustee for the PAC Bonds to apply the funds described in (c) above to such reimbursement.

Section 3.04 Issuance of Bonds.

- (a) The ARA shall issue and sell the Series 2018 Bonds upon terms acceptable to Appleton. Appleton's acceptance shall be conclusively evidenced by its execution of the Lease as provided in Section 3.05.
- (b) The ARA may, from time to time, issue and sell Additional Bonds upon terms acceptable to Appleton. Appleton's acceptance shall be conclusively evidenced by its execution of an amendment to the Lease with respect to Additional Bonds pursuant to the terms thereof.
- (c) The Bonds will be limited obligations of the ARA and shall not constitute a debt or obligation of the ARA, Appleton, or the other Municipalities and shall not be a charge against the general credit or taxing powers of the ARA or any Municipality except for and limited to the Exhibition Center Room Tax revenues pursuant to the Pledge and Security Agreement. Each series of Additional Bonds shall be payable by the ARA

solely from revenues derived by the ARA from the Lease, the Pledge and Security Agreement, amounts recovered by recourse to any Mortgage or any Credit Enhancement pursuant to Sections 3.07 or 3.08, and cash and securities held from time to time in certain trust funds held by the Trustee under the Indenture and the investment earnings thereon.

Section 3.05 Lease of Exhibition Center Property.

The ARA agrees to lease to Appleton the Exhibition Center and the Exhibition Center Property contributed to the ARA. The Lease shall contain restrictions on the use of the Exhibition Center Property consistent with the restrictions on the use of the Exhibition Center and the Exhibition Center Property as a “convention center” within the meaning of the Room Tax Act and otherwise consistent with the terms hereof. The Lease shall be a “triple net lease” and shall provide for rents payable on such dates and in such amounts as shall be sufficient to make all payments of principal of and premium, if any, and interest on the Bonds. The obligation of Appleton to pay rents or other amounts due under the Lease shall be conditioned upon Appleton’s “quiet enjoyment” of the Exhibition Center Property. The ARA shall waive any rights it may have to reenter or retake possession of the premises or accelerate the payment of rents or other amounts due under the Lease in the event of a default by Appleton under the Lease. The Lease will also grant to Appleton an option to purchase all of the ARA’s right, title, and interest in and to the Exhibition Center Property for a price of \$100, which may be exercised at any time after the date of the full and final retirement of all outstanding Bonds (or provision therefor in accordance with the Indenture), except in the event of a termination of the Lease as provided therein.

The Lease shall provide for a credit against the rents due from Appleton for all Exhibition Center Room Taxes then on deposit with the Trustee and available for payment of debt service on the Bonds. The ARA and Appleton anticipate that the Exhibition Center Room Taxes will be sufficient to make all payments of debt service on the Bonds; *however*, in the event that such Exhibition Center Room Taxes are insufficient to make such payments, Appleton will agree, subject to the terms of the Lease, to fund such payments then due and payable under the Lease.

To the extent that Appleton is required to fund such payments under the Lease, such payments shall be considered a loan or advance to the Room Tax Commission to be reimbursed from future Exhibition Center Room Taxes, together with interest at a rate equal to the rate of interest established by the Local Government Investment Pool of the State of Wisconsin on the date of such loan or advance; such reimbursement to occur as soon as reasonably practicable and to the extent that the Room Tax Commission has received Exhibition Center Room Taxes in excess of that amount required for payment of principal, interest and premium, if any, on the Bonds.

Section 3.06 Municipalities to Pledge the Exhibition Center Room Tax.

The Municipalities and the Room Tax Commission shall enter into the Pledge and Security Agreement setting forth the terms and conditions of the pledge of Exhibition Center Room Taxes, which pledge shall terminate upon payment in full of all outstanding Bonds.

Section 3.07 Mortgage of the Exhibition Center Property.

The ARA may grant to the Trustee, as security for the payment of the Bonds, a Mortgage. Any Mortgage will be subordinate to the Lease and will not give the Trustee any right to evict Appleton or retake possession of the Exhibition Center Property or to accelerate the payment of rents under the Lease.

Section 3.08 Credit Enhancement.

As further security for any Additional Bonds, the ARA may provide or cause to be provided Credit Enhancement with respect to the Bonds. Any premium or other fees payable to the issuer of a policy of bonds insurance or a letter of credit or any other guarantor of the Bonds (such issuer or other guarantor, a “**Bond Guarantor**”) may be paid from Exhibition Center Room Tax revenues or other funds as provided in the Indenture. In the event a Bond Guarantor is required to make debt service payments, Exhibition Center Room Tax revenues may be used to reimburse the Bond Guarantor for all payments of debt service on the Bonds.

ARTICLE IV

OPERATION OF THE CONVENTION CENTER

Section 4.01 Appleton to Provide Administrative Support to ARA.

Appleton agrees to provide the necessary administrative support to enable the ARA to achieve the objectives set forth herein. Administrative support may include services such as the provision of office space and the provision of financial, accounting, legal and engineering consultation in connection with the financing and operation of the Exhibition Center.

Section 4.02 Advisory Committee.

During the term of this Agreement, the ARA shall provide an opportunity for reasonable participation of the Municipalities in decisions relating to the operation of the Exhibition Center through the creation of an advisory committee which is intended to provide counsel to the ARA and to assist in program development and operations for the Exhibition Center (the “**Advisory Committee**”). The membership of the Advisory Committee shall include the following: one representative from each Municipality (appointed by the Municipality); two Operators collecting Room Taxes (appointed by the ARA Chairperson and approved by ARA), two community members residing within a Municipality (appointed by the ARA Chairperson and approved by ARA), one member of the ARA (appointed by the ARA Chairperson); and the Executive Director of the CVB, or his/her designee. The Appleton Community and Economic Development Director, or a designee thereof, shall also be a non-voting, advisory member of the Committee. The Chair and Vice-Chair of the Committee shall be designated by ARA and shall serve one-year terms that may be renewed at the discretion of ARA. Committee members, with the exception of the Executive Director of the CVB and Appleton Community and Economic Development Director, or designees thereof, shall serve terms of two years and may serve up to three consecutive terms. However, upon establishment of the Advisory Committee, the following shall serve an initial term of three years: one half of the participating Municipalities

chosen by random selection, one of the hotelier representatives, and one of the community members, chosen by the ARA Chairperson.

The roles and responsibilities and general operating rules of the Advisory Committee shall be as passed and approved by the Advisory Committee from time to time.

Section 4.03 Municipalities to Plan to Promote Private Development.

The Municipalities agree to continue to work with the Room Tax Commission and the CVB to develop plans for the use of the Exhibition Center property in a manner that will promote and assist the future private development of the Tourism Zone and that will promote and develop tourism and redevelopment.

Section 4.04 Municipalities to Participate in the Room Tax Commission.

The Municipalities agree to continue the existence of, and to participate in, the Room Tax Commission as provided by the Room Tax Act until payment in full of all outstanding Bonds.

Section 4.05 Nondiscrimination.

Each party agrees that the Exhibition Center shall not be operated in a manner to permit discrimination or restriction on the basis of race, color, ancestry, religion, national origin, political affiliation (except to members of political groups or parties who advocate the overthrow of the United States government), sex, gender identity, gender expression, age, disability, marital status, arrest or conviction record, sexual orientation, disabled veteran or a covered veteran status and that the Exhibition Center shall be operated in compliance with all effective laws, ordinances and regulations relating to discrimination on any of the foregoing grounds.

ARTICLE V

MISCELLANEOUS

Section 5.01 Amendment and Restatement of Original Agreement.

This Agreement amends and restates the Original Agreement and shall become effective as of the date of this Agreement, on which date the Original Agreement shall be superseded in its entirety. The PAC has executed and delivered this Agreement solely to acknowledge and agree that its rights and obligations under the Original Agreement have been terminated by this Agreement.

Section 5.02 Additional Municipalities.

Any Additional Municipality that becomes an additional member of the Room Tax Commission pursuant to the Commission Agreement shall, as a condition of such membership under said agreement, become an additional party to this Agreement. Each Additional Municipality shall be bound to the terms, conditions, and obligations of the Municipalities under this Agreement by execution and delivery to the Room Tax Commission of a joinder agreement in substantially the form attached hereto as Exhibit C. A copy of the executed joinder agreement

shall be delivered by the Room Tax Commission to the other then-current parties to this Agreement. Acceptance by the Room Tax Commission of such joinder agreement shall, without further action or approval of the parties to this Agreement, be deemed an approval of such Additional Municipality as an additional party to this Agreement by the then-current parties to this Agreement.

Any Additional Municipalities to hereafter become a party to this Agreement agree to enact governing body authorizations to effect the same as the Governing Body Authorizations.

Section 5.03 Assignment of Rights Under this Agreement.

No party may assign its rights under this Agreement without the written consent of all the other parties, except in the case of a Municipality's assignment to a successor municipality that has complied with the requirements of an Additional Municipality under Section 5.02 hereof.

Section 5.04 No Personal Liability.

Under no circumstances shall any officer, official, director, member or employee of the Municipalities, the Room Tax Commission or the ARA have any personal liability arising out of this Agreement, and no party shall seek or claim any such personal liability.

Section 5.05 Parties and Interests.

This Agreement is made solely for the benefit of the parties hereto, the Trustee and the owners of the Bonds and no other person, partnership, association or corporation shall acquire or have any rights hereunder or by virtue hereof.

Section 5.06 Notices.

All notices, demands, certificates or other communications under this Agreement shall be sufficiently given and shall be deemed given when hand delivered, or when sent by first class mail, email, or overnight delivery service, with proper address as indicated in each party's address indicated beneath the signature(s) of such party to this Agreement. Any party may, by written notice to the other parties, designate a change of address for the purposes aforesaid.

Section 5.07 Amendment.

No modification, alteration or amendment to this Agreement shall be binding upon any party hereto until such modification, alteration or amendment is agreed upon in writing and executed by all parties hereto.

Section 5.08 Termination of Agreement; Sunset of Exhibition Center Room Tax.

This Agreement and the terms and obligations hereunder shall terminate upon payment in full of all outstanding Bonds, and discharge of the Indenture, and upon any reimbursement to (i) Appleton, in accordance with the Lease or (ii) any Bond Guarantor for any debt service payments made and other amounts due to such Bond Guarantor pursuant to Section 3.08 hereof.

Pursuant to the Ordinances, the Exhibition Center Room Tax shall sunset upon payment in full of all outstanding Bonds and thereafter the Room Tax shall be reduced by 3%, with such reduction being deemed to be the share of the Room Tax allocated to the Exhibition Center Room Tax. At the time all outstanding Bonds are fully satisfied, any excess Exhibition Center Room Tax collected but not needed for the payment of the Bonds or any reimbursement due to Appleton or a Bond Guarantor shall be reallocated to [_____] (the “**Tourism Development Fund**”) for use of tourism promotion and tourism development in the Fox Cities Tourism Zone. [[Notwithstanding the forgoing, Operators shall continue to collect Exhibition Center Room Tax until the respective Municipality has given notice of the termination of the Exhibition Center Room Tax.]]

Section 5.09 Governing Law

The laws of the State of Wisconsin shall govern this Agreement.

Section 5.10 Captions.

The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any of the provisions of this Agreement.

Section 5.11 Counterparts.

This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument.

Section 5.12 Severability.

If any provisions of this Agreement shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties have executed this Cooperation Agreement as of the date first written above.

CITY OF APPLETON, WISCONSIN

By: _____
Its: Mayor

And: _____
Its: Clerk

ADDRESS:

City of Appleton
Attention: Director of Finance
100 North Appleton Street
Appleton, Wisconsin 54911

Email: tony.saucerman@appleton.org

IN WITNESS WHEREOF, the parties have executed this Cooperation Agreement as of the date first written above.

CITY OF KAUKAUNA, WISCONSIN

By: _____
Its: Mayor

And: _____
Its: Clerk

ADDRESS:

City of Kaukauna
Attention: Clerk-Treasurer
201 West Second Street
Kaukauna, Wisconsin 54130

Email: clerk-treasurer@kaukauna.org

IN WITNESS WHEREOF, the parties have executed this Cooperation Agreement as of the date first written above.

CITY OF NEENAH, WISCONSIN

By: _____
Its: Mayor

And: _____
Its: Clerk

ADDRESS:

City of Neenah
Attention: Finance Director
211 Walnut Street
Neenah, Wisconsin 54956

Email: measker@ci.neenah.wi.us

IN WITNESS WHEREOF, the parties have executed this Cooperation Agreement as of the date first written above.

VILLAGE OF KIMBERLY, WISCONSIN

By: _____
Its: President

And: _____
Its: Clerk

ADDRESS:

Village of Kimberly
Attention: Village Administrator
515 West Kimberly Avenue
Kimberly, Wisconsin 54136

Email: dblock@vokimberly.org

IN WITNESS WHEREOF, the parties have executed this Cooperation Agreement as of the date first written above.

VILLAGE OF LITTLE CHUTE, WISCONSIN

By: _____
Its: President

And: _____
Its: Clerk

ADDRESS:

Village of Little Chute
Attention: Village Administrator
108 West Main Street
Little Chute, Wisconsin 54140

Email: jfenlon@littlechutewi.org

IN WITNESS WHEREOF, the parties have executed this Cooperation Agreement as of the date first written above.

TOWN OF GRAND CHUTE, WISCONSIN

By: _____
Its: Chairperson

And: _____
Its: Clerk

ADDRESS:

Town of Grand Chute
Attention: Town Administrator
1900 West Grand Chute Boulevard
Grand Chute, Wisconsin 54913

Email: jim.march@grandchute.net

IN WITNESS WHEREOF, the parties have executed this Cooperation Agreement as of the date first written above.

TOWN OF NEENAH, WISCONSIN

By: _____
Its: Chairperson

And: _____
Its: Clerk

ADDRESS:

Town of Neenah
Attention: Clerk-Treasurer
1600 Breezewood Lane
Neenah, Wisconsin 54956

Email: ellen@townofneenah.com

IN WITNESS WHEREOF, the parties have executed this Cooperation Agreement as of the date first written above.

VILLAGE OF FOX CROSSING, WISCONSIN

By: _____
Its: President

And: _____
Its: Clerk

ADDRESS:

Village of Fox Crossing
Attention: Village Administrator
2000 Municipal Drive
Neenah, Wisconsin 54956

Email: jsturgell@foxcrossingwi.gov

IN WITNESS WHEREOF, the parties have executed this Cooperation Agreement as of the date first written above.

CITY OF MENASHA, WISCONSIN

By: _____
Its: Mayor

And: _____
Its: Clerk

ADDRESS:

City of Menasha
Attention: Director of Administrative Services/Comptroller/Treasurer
140 Main Street
Menasha, Wisconsin 54952

Email: jjacobs@ci.menasha.wi.us

IN WITNESS WHEREOF, the parties have executed this Cooperation Agreement as of the date first written above.

VILLAGE OF SHERWOOD, WISCONSIN

By: _____
Its: President

And: _____
Its: Clerk

ADDRESS:

Village of Sherwood
Attention: Village Administrator
W482 Clifton Road
Sherwood, Wisconsin 54169

Email: administrator.sherwood@newbc.rr.com

IN WITNESS WHEREOF, the parties have executed this Cooperation Agreement as of the date first written above.

**REDEVELOPMENT AUTHORITY OF THE CITY
OF APPLETON, WISCONSIN**

By: _____
Its: Executive Director

ADDRESS:

Appleton Redevelopment Authority
Attention: Executive Director
100 North Appleton Street
Appleton, Wisconsin 54911

Email: karen.harkness@appleton.org

IN WITNESS WHEREOF, the parties have executed this Cooperation Agreement as of the date first written above.

FOX CITIES AREA ROOM TAX COMMISSION

By: _____
Its: _____

And: _____
Its: _____

ADDRESS:

Fox Cities Area Room Tax Commission
Attention: Chairperson
c/o Fox Cities Convention & Visitors Bureau
3433 West College Avenue
Appleton, Wisconsin 54914

Email: bruce.sherman@grandchute.net

**ACKNOWLEDGEMENT OF
AMENDED AND RESTATED COOPERATION AGREEMENT**

The undersigned hereby acknowledges that it is a party to the Exhibition Center Cooperation Agreement, dated as of November 24, 2015, by and among certain Municipalities in the Fox Cities area, the Redevelopment Authority of the City of Appleton, Wisconsin, and the Fox Cities Area Room Tax Commission (the “**Original Agreement**”) and that the Original Agreement has been amended and restated by the foregoing Amended and Restated Cooperation Agreement, dated as of [April 1], 2018, to which the undersigned is not a party. The undersigned further acknowledges that it has no further rights or obligations under the Original Agreement.

FOX CITIES PERFORMING ARTS CENTER, INC.

By _____
Title: _____

[Acknowledgement of Amended and Restated Cooperation Agreement]

EXHIBIT A

Exhibition Center Project

[The Fox Cities Exhibition Center (“FCEC”) is an approximately 30,000 square foot facility with an iconic spire and glass façade overlooking Jones Park located at _____ Lawrence Street, Appleton, Wisconsin, includes exhibition, trade show, and meeting space with state of the art technical capabilities. The exhibition space can be divided into three 10,000 square foot sections and features a pre-function space and dedicated meeting space. The FCEC also has 17,000 square feet of outdoor exhibition space that can be rented. The FCEC is connected to the Radisson Paper Valley Hotel, which offers an additional 40,000 square feet of meeting, banquet and break-out space and 390 sleeping rooms]

Costs Paid by Appleton:

Reimbursement Amount to Appleton: \$_____

EXHIBIT B

Exhibition Center Property Description

[Legal Description Attached]

Legal Description

Parcel No. 312011600

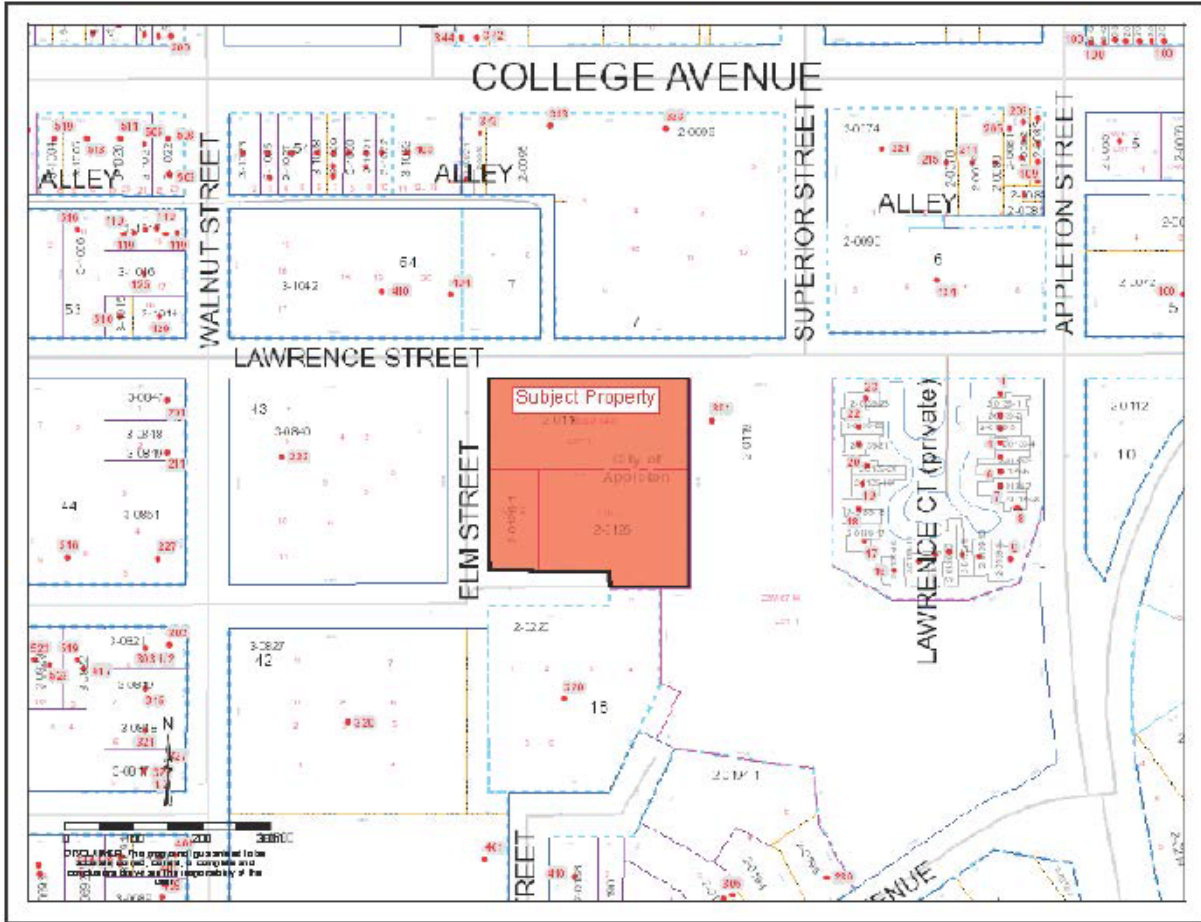
CSM 5460 Lot 1 Vol 31 Doc 1726114 being all of Lots 1,2,3,4,5,8,9,10, 11 & 12 Blk 8 Appleton Plat and Prt of Vac Eighth St

Parcel No. 312012601

CSM 5460 Lot 2 Vol 31 Doc 1726114 being all of Lots 1,2,3,4,5,8,9,10, 11 & 12 Blk 8 Appleton Plat and Prt of Vac Eighth St

Parcel No. 312012600

CSM 5460 Lot 3 Vol 31 Doc 1726114 being all of Lots 1,2,3,4,5,8,9,10, 11 & 12 Blk 8 Appleton Plat and Prt of Vac Eighth St



[Acknowledgement of Amended and Restated Cooperation Agreement]

EXHIBIT C

JOINDER AGREEMENT TO

AMENDED AND RESTATED COOPERATION AGREEMENT

The undersigned municipality hereby agrees that it shall be an Additional Municipality as defined in the Amended and Restated Cooperation Agreement, dated as of [April 1], 2018 (the “**Agreement**”), and hereby agrees to enter into and be bound by the terms, conditions, and obligations of the Municipalities under the Agreement, as amended from time to time. On and after the date of this Joinder Agreement, the undersigned shall be deemed a Municipality under the Agreement.

IN WITNESS WHEREOF, the undersigned Municipality has duly executed this Joinder Agreement effective as of _____, 20____.

_____ OF _____, WISCONSIN

By: _____

Its: _____

And: _____

Its: _____

ADDRESS:

_____ of _____

Attention: _____

_____, Wisconsin _____

Email: _____

Accepted on behalf of itself, the Municipalities, and the Redevelopment Authority of the City of Appleton, Wisconsin:

FOX CITIES AREA ROOM TAX COMMISSION

By: _____
Its: _____

And: _____
Its: _____

FIRST AMENDMENT TO
AMENDED AND RESTATED
ROOM TAX COMMISSION AND TOURISM ZONE AGREEMENT

Dated as of [April 1], 2018

by and among

THE MUNICIPALITIES NAMED HEREIN

and the

FOX CITIES AREA ROOM TAX COMMISSION

**FIRST AMENDMENT TO AMENDED AND RESTATED
ROOM TAX COMMISSION AND TOURISM ZONE AGREEMENT**

This FIRST AMENDMENT TO AMENDED AND RESTATED ROOM TAX COMMISSION AND TOURISM ZONE AGREEMENT, dated as of [April 1], 2018 (this “**First Amendment**”), by and among the CITY OF APPLETON, WISCONSIN, a Wisconsin municipal corporation and political subdivision (“**Appleton**”), the CITY OF KAUKAUNA, WISCONSIN, a Wisconsin municipal corporation and political subdivision (“**Kaukauna**”), the CITY OF NEENAH, WISCONSIN, a Wisconsin municipal corporation and political subdivision (“**City of Neenah**”), the VILLAGE OF KIMBERLY, WISCONSIN, a Wisconsin municipal corporation and political subdivision (“**Kimberly**”), the VILLAGE OF LITTLE CHUTE, WISCONSIN, a Wisconsin municipal corporation and political subdivision (“**Little Chute**”), the TOWN OF GRAND CHUTE, WISCONSIN, a Wisconsin political subdivision (“**Grand Chute**”), the TOWN OF NEENAH, WISCONSIN, a Wisconsin political subdivision (“**Town of Neenah**”), the VILLAGE OF FOX CROSSING, WISCONSIN, a Wisconsin municipal corporation and political subdivision (“**Fox Crossing**”), the CITY OF MENASHA, WISCONSIN, a Wisconsin municipal corporation and political subdivision (“**Menasha**”), and the VILLAGE OF SHERWOOD, WISCONSIN, a Wisconsin municipal corporation and political subdivision (“**Sherwood**” and, collectively with Appleton, Kaukauna, City of Neenah, Kimberly, Little Chute, Grand Chute, Town of Neenah, Fox Crossing, and Menasha, the “**Municipalities**”), and the FOX CITIES AREA ROOM TAX COMMISSION, an authority formed pursuant to the powers provided in Section 66.0615 of the Wisconsin Statutes (the “**Commission**”), is an amendment to the Amended and Restated Room Tax Commission and Tourism Zone Agreement, dated as of November 24, 2015, by and among the Municipalities and the Commission (the “**Commission Agreement**”). *Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Commission Agreement.*

RECITALS

WHEREAS, the Municipalities (including the Town of Menasha, Wisconsin as the predecessor to Fox Crossing) and the Commission have entered into the Commission Agreement; and

WHEREAS, subsequent to the date of the Commission Agreement, certain facts and assumptions contemplated in the Commission Agreement have changed, including that the bonds contemplated to be issued (the “**Exhibition Center Bonds**”) to finance the Fox Cities Exhibition Center (the “**Exhibition Center**”) have not yet been issued, Appleton has constructed the Exhibition Center with its own funds, the PAC Bonds have been paid in full and the Amended and Restated Pledge and Security Agreement relating to the PAC Bonds has been terminated, the Room Tax Act has been amended, and the Town of Menasha, Wisconsin, a party to the Commission Agreement, has been incorporated as the Village of Fox Crossing, Wisconsin; and

WHEREAS, each Municipality has adopted an ordinance imposing a 10% Room Tax, allocated as described in the Commission Agreement; and

WHEREAS, the Commission has contracted with the Fox Cities Convention & Visitors Bureau, Inc. (the “**CVB**”), as a tourism entity, to obtain staff, support services and

assistance in developing and implementing programs to promote the zone to visitors and to receive and administer certain of the 10% Room Taxes on behalf of the Room Tax Commission pursuant to the Tourism Entity Agreement dated as of December 31, 2015, between the CVB and the Room Tax Commission, as amended by a First Amendment to Tourism Entity Agreement, dated as of [April 1], 2018 (the “**Tourism Entity Agreement**”).

WHEREAS, the Municipalities, the Commission, and Redevelopment Authority of the City of Appleton, Wisconsin (the “**Authority**”) have entered into an Amended and Restated Cooperation Agreement for the Fox Cities Exhibition Center, dated as of [April 1], 2018 (the “**Amended and Restated Exhibition Center Cooperation Agreement**”), which amends and restates the Exhibition Center Cooperation Agreement, dated as of November 24, 2015, in its entirety; and

WHEREAS, the Municipalities and the Commission have entered into a Pledge and Security Agreement, dated as of [April 1], 2018 (the “**Pledge and Security Agreement**”), with Associated Trust Company, National Association, as trustee (the “**Trustee**”), pursuant to which the 3% Room Tax imposed for the payment of the Exhibition Center Bonds shall be forwarded directly to the Trustee by the Operators; and

WHEREAS, the Exhibition Center Bonds are being issued contemporaneously with the execution and delivery of this First Amendment; and

WHEREAS, the Municipalities and the Commission desire that the Commission Agreement be amended to reflect current facts, circumstances, and documents;

NOW, THEREFORE in consideration of the mutual agreements herein contained, the parties hereto agree as follows:

Section 1. References to Certain Terms.

Certain terms in the Commission Agreement shall be revised as follows:

- (a) References in the Commission Agreement to “this Amended and Restated Room Tax Commission and Tourism Zone Agreement” or “this Agreement” shall be deemed to refer to the Commission Agreement as amended by this First Amendment.
- (b) References in the Commission Agreement, including as amended hereby, to the “Exhibition Center Cooperation Agreement dated of even date herewith” or to the “Exhibition Center Cooperation Agreement” shall be deemed to refer to the Amended and Restated Exhibition Center Cooperation Agreement.

Section 2. Amendments to Agreement.

- (a) **Section 5 is amended in its entirety to read as follows:**

Imposition of Room Tax. Pursuant to the Room Tax Act, each municipality that imposes a Room Tax in the Fox Cities Tourism Zone shall levy the same percentage of Room

Tax. If the Municipalities are unable to agree on the percentage of tax to be levied in the Fox Cities Tourism Zone, then the Fox Cities Room Tax Commission shall set the percentage. The Municipalities have each adopted an ordinance that imposed a 10% Room Tax. Pursuant to subsection (1m)(am)(3) of the Room Tax Act, the parties hereto find and agree that (i) each Municipality is located in a county or counties having a population of less than 380,000, (ii) the counties in which the Municipalities are located are not located adjacent to any county with a population of over 380,000, and (iii) the Municipalities have worked cooperatively to construct and finance the Exhibition Center.

(b) **Section 7 is amended in its entirety to read as follows:**

Collection of Room Tax. Each Municipality shall cause each Operator within its jurisdiction to collect the 10% Room Tax imposed by such Municipality pursuant to its ordinance (the "Ordinance"). The 10% Room Tax is comprised of (i) a 3% Room Tax collected for the support of the CVB (the "CVB Room Tax"), (ii) the 2% PAC Room Tax for the development and support of amateur sports facilities within the Fox Cities Tourism Zone and/or other facilities which are reasonably likely to generate paid overnight stays at more than one hotel or motel establishment within the Fox Cities Tourism Zone, (iii) a 3% Room Tax collected for the direct or indirect payment of the costs of construction of the Exhibition Center or debt service on bonds (the "Exhibition Center Bonds") issued to finance or refinance the Exhibition Center (the "Exhibition Center Room Tax"), (iv) a 1% Room Tax collected for general purposes, including, but not limited to tourism support and development in the Municipality (the "Municipal Room Tax"), and (v) 1% Room Tax collected for the development and support of amateur sports facilities within the Fox Cities Tourism Zone and/or other facilities which are reasonably likely to generate paid overnight stays at more than one hotel or motel establishment within the Fox Cities Tourism Zone (the "Tourism Facilities Room Tax"). Pursuant to the Ordinances, the Exhibition Center Room Tax shall sunset upon payment in full of all outstanding Exhibition Center Bonds and thereafter the 10% Room Tax shall be reduced by 3%, with such reduction being deemed to be the share of the Room Tax allocated to the Exhibition Center Room Tax. The Municipalities acknowledge that, because the PAC Bonds have been paid in full, the PAC Room Tax and the Tourism Facilities Room Tax are dedicated to the same purposes; however they are assigned separate payment priorities in Section 9 hereof and in the Ordinances.

The Municipalities shall cause each Operator to forward the Exhibition Center Room Tax directly to Associated Trust Company, National Association, or its successor as trustee for the Exhibition Center Bonds (the "Trustee"), quarterly no later than each January 31, April 30, July 31, and October 31 pursuant to the Pledge and Security Agreement, dated as of [April 1], 2018 (the "Pledge and Security Agreement"), entered into by and among the Municipalities, the Fox Cities Room Tax Commission, and the Trustee.

Each Municipality shall distribute the remaining 7% Room Tax collected as follows:

- a. 95% of the 3% CVB Room Tax shall be forwarded by the Municipality to the CVB on behalf of the Fox Cities Room Tax Commission;

- b. 5% of the 3% CVB Room Tax may be retained by the Municipality for general purposes, including, but not limited to tourism support and development in the Municipality in accordance with the requirements of the Room Tax Act;
- c. the 2% PAC Room Tax shall be forwarded by the Municipality to the CVB on behalf of the Fox Cities Room Tax Commission;
- d. the 1% Municipal Room Tax shall be retained the Municipality; and
- e. the 1% Tourism Facilities Room Tax shall be forwarded by the Municipality to the CVB on behalf of the Fox Cities Room Tax Commission.

(c) **Section 8 is amended in its entirety to read as follows:**

Use of Room Tax. The 95% portion of the CVB Room Tax, the PAC Room Tax, and the Tourism Facilities Room Tax received by the Fox Cities Room Tax Commission shall be utilized as described in Section 7.a., c., and e. The 5% portion of the CVB Room Tax and the Municipal Room Tax retained by the Municipalities shall be utilized as described in Section 7.b. and d. The Exhibition Center Room Tax shall be utilized as described in the Pledge and Security Agreement.

Notwithstanding the foregoing, the parties agree that (i) the Exhibition Center Room Tax received by the CVB on behalf of the Fox Cities Room Tax Commission, or by the Fox Cities Room Tax Commission or any Municipality received from January 1, 2016 through [_____, 2018] [the Effective Date of the First Amendment] shall be applied as provided in the Exhibition Center Cooperation Agreement, (ii) funds held by the trustee for the PAC Bonds in the amount of \$750,000 shall also be applied as provided in the Exhibition Center Cooperation Agreement, and all remaining funds held by such trustee shall be applied to the purposes for which the PAC Room Tax is to be applied, and (iii) at the time all outstanding Exhibition Center Bonds are fully satisfied, any excess Exhibition Center Room Tax collected but not needed for the payment of the Exhibition Center Bonds or any reimbursement due to Appleton or to a Bond Guarantor, as defined in and pursuant to the Exhibition Center Cooperation Agreement, shall be reallocated to [_____] (the “**Tourism Development Fund**”) for use of tourism promotion and tourism development in the Fox Cities Tourism Zone.

(d) **Section 9 is amended in its entirety to read as follows:**

Priority of Payment. In the event any Operator fails to remit to the Trustee or to the Municipality the Room Tax for a period of one calendar quarter, or is in arrears by one calendar quarter or more after any January 31, April 30, July 31, or October 31 quarterly payment date, or in the event the Municipality fails to remit to the CVB on behalf of the Room Tax Commission, the applicable remaining Room Tax described in Section 7 within [10 business days] after receipt of such quarterly payment (a “Deficient Payment”) under this Agreement, the Pledge and Security Agreement, and the ordinances imposing the Room Tax, the Deficient Payment amounts actually received by the Municipality, the Trustee, or the CVB on behalf of the Fox Cities Room Tax Commission shall be applied in the following priority order:

- a. *First*, toward the payment of the 3% CVB Room Tax;
- b. *Second*, toward the payment of the 2% PAC Room Tax;
- c. *Third*, toward the payment of the 3% Exhibition Center Room Tax (for so long as it is being collected);
- d. *Fourth*, toward the payment of the 1% Municipal Room Tax; and
- e. *Fifth*, toward the payment of the 1% Tourism Facilities Room Tax.

(e) **The introduction to Section 12 is amended to read as follows:**

Powers and Duties. The Fox Cities Room Tax Commission shall have the powers, rights, and duties as provided for a “commission” in the Room Tax Act, including:

(f) **Subsection 12(c) is amended to read as follows:**

c. To report, or cause the CVB to report, no less than annually to each Municipality from which it received Room Taxes, the purposes for which the revenues were spent and the information required to be reported to the Wisconsin Department of Revenue (the “DOR”) under subsection (4) of the Room Tax Act; *provided, however*, that such report shall be delivered to each Municipality so that it may timely comply with its required annual certification to the DOR due on or before each May 1.

(g) **Section 13 is amended in its entirety to read as follows:**

Additional Municipalities. It is anticipated that from time to time the geographic area comprising the Fox Cities Tourism Zone may change such that additional municipalities not party to this Agreement may become part of the Fox Cities Tourism Zone. The Fox Cities Room Tax Commission shall use its best efforts to encourage and accept such additional municipalities (each, an “Additional Municipality”) to become a member of the Fox Cities Room Tax Commission. Each Additional Municipality shall be required, as a condition to becoming a member of the Fox Cities Room Tax Commission, to impose by ordinance the 10% Room Tax as described in Sections 7 and 9 hereof (or, after the termination of the Exhibition Center Room Tax, a 7% Room Tax), and for so long as the Exhibition Center Bonds remain outstanding, to become a party to the Pledge and Security Agreement and the Exhibition Center Cooperation Agreement. Each Additional Municipality shall become bound to the terms, conditions, and obligations of the Municipalities hereunder by execution of a joinder agreement, in substantially the form attached hereto as Exhibit B, accepted by the Fox Cities Room Tax Commission, which shall provide a copy of such joinder agreement to the other then-current parties to this Agreement.

(h) **Section 14 is amended in its entirety to read as follows:**

Municipal Action. The Municipalities shall enact such ordinances and/or resolutions as are necessary to satisfy the terms of this Agreement and to effect any provisions of this Agreement.

(i) **Exhibit B is added to the Commission Agreement, to read as set forth in Exhibit A to this First Amendment.**

Section 3. Effective Date; Ratification of Agreement.

The amendment to the Commission Agreement contained herein shall be effective as of the date of this First Amendment. Except as expressly provided in this First Amendment, the provisions of the Commission Agreement shall remain in full force and effect.

Section 4. Counterparts; Headings.

This First Amendment may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. The section headings in this First Amendment are for convenience only and in no way define, limit or describe the scope or intent of any provision of this First Amendment.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties have executed this First Amendment to Amended and Restated Room Tax Commission and Tourism Zone Agreement as of the date first written above.

CITY OF APPLETON, WISCONSIN

By: _____
Its: Mayor

And: _____
Its: Clerk

ADDRESS:

City of Appleton
Attention: Director of Finance
100 North Appleton Street
Appleton, Wisconsin 54911

Email: tony.saucerman@appleton.org

[Signature Page to First Amendment to Amended and Restated
Room Tax Commission and Tourism Zone Agreement – Appleton]

IN WITNESS WHEREOF, the parties have executed this First Amendment to Amended and Restated Room Tax Commission and Tourism Zone Agreement as of the date first written above.

CITY OF KAUKAUNA, WISCONSIN

By: _____
Its: Mayor

And: _____
Its: Clerk

ADDRESS:

City of Kaukauna
Attention: Clerk-Treasurer
201 West Second Street
Kaukauna, Wisconsin 54130

Email: clerk-treasurer@kaukauna.org

[Signature Page to First Amendment to Amended and Restated
Room Tax Commission and Tourism Zone Agreement – Kaukauna]

IN WITNESS WHEREOF, the parties have executed this First Amendment to Amended and Restated Room Tax Commission and Tourism Zone Agreement as of the date first written above.

CITY OF NEENAH, WISCONSIN

By: _____
Its: Mayor

And: _____
Its: Clerk

ADDRESS:

City of Neenah
Attention: Finance Director
211 Walnut Street
Neenah, Wisconsin 54956

Email: measker@ci.neenah.wi.us

[Signature Page to First Amendment to Amended and Restated
Room Tax Commission and Tourism Zone Agreement – City of Neenah]

IN WITNESS WHEREOF, the parties have executed this First Amendment to Amended and Restated Room Tax Commission and Tourism Zone Agreement as of the date first written above.

VILLAGE OF KIMBERLY, WISCONSIN

By: _____
Its: President

And: _____
Its: Clerk

ADDRESS:

Village of Kimberly
Attention: Village Administrator
515 West Kimberly Avenue
Kimberly, Wisconsin 54136

Email: dblock@vokimberly.org

[Signature Page to First Amendment to Amended and Restated
Room Tax Commission and Tourism Zone Agreement – Kimberly]

IN WITNESS WHEREOF, the parties have executed this First Amendment to Amended and Restated Room Tax Commission and Tourism Zone Agreement as of the date first written above.

VILLAGE OF LITTLE CHUTE, WISCONSIN

By: _____
Its: President

And: _____
Its: Clerk

ADDRESS:

Village of Little Chute
Attention: Village Administrator
108 West Main Street
Little Chute, Wisconsin 54140

Email: jfenlon@littlechutewi.org

[Signature Page to First Amendment to Amended and Restated
Room Tax Commission and Tourism Zone Agreement – Little Chute]

IN WITNESS WHEREOF, the parties have executed this First Amendment to Amended and Restated Room Tax Commission and Tourism Zone Agreement as of the date first written above.

TOWN OF GRAND CHUTE, WISCONSIN

By: _____
Its: Chairperson

And: _____
Its: Clerk

ADDRESS:

Town of Grand Chute
Attention: Town Administrator
1900 West Grand Chute Boulevard
Grand Chute, Wisconsin 54913

Email: jim.march@grandchute.net

[Signature Page to First Amendment to Amended and Restated
Room Tax Commission and Tourism Zone Agreement – Grand Chute]

IN WITNESS WHEREOF, the parties have executed this First Amendment to Amended and Restated Room Tax Commission and Tourism Zone Agreement as of the date first written above.

TOWN OF NEENAH, WISCONSIN

By: _____
Its: Chairperson

And: _____
Its: Clerk

ADDRESS:

Town of Neenah
Attention: Clerk-Treasurer
1600 Breezewood Lane
Neenah, Wisconsin 54956

Email: ellen@townofneenah.com

[Signature Page to First Amendment to Amended and Restated
Room Tax Commission and Tourism Zone Agreement – Town of Neenah]

IN WITNESS WHEREOF, the parties have executed this First Amendment to Amended and Restated Room Tax Commission and Tourism Zone Agreement as of the date first written above.

VILLAGE OF FOX CROSSING, WISCONSIN

By: _____
Its: President

And: _____
Its: Clerk

ADDRESS:

Village of Fox Crossing
Attention: Village Administrator
2000 Municipal Drive
Neenah, Wisconsin 54956

Email: jsturgell@foxcrossingwi.gov

[Signature Page to First Amendment to Amended and Restated
Room Tax Commission and Tourism Zone Agreement – Fox Crossing]

IN WITNESS WHEREOF, the parties have executed this First Amendment to Amended and Restated Room Tax Commission and Tourism Zone Agreement as of the date first written above.

CITY OF MENASHA, WISCONSIN

By: _____
Its: Mayor

And: _____
Its: Clerk

ADDRESS:

City of Menasha
Attention: Director of Administrative Services/Comptroller/Treasurer
140 Main Street
Menasha, Wisconsin 54952

Email: jjacobs@ci.menasha.wi.us

[Signature Page to First Amendment to Amended and Restated
Room Tax Commission and Tourism Zone Agreement – Menasha]

IN WITNESS WHEREOF, the parties have executed this First Amendment to Amended and Restated Room Tax Commission and Tourism Zone Agreement as of the date first written above.

VILLAGE OF SHERWOOD, WISCONSIN

By: _____
Its: President

And: _____
Its: Clerk

ADDRESS:

Village of Sherwood
Attention: Village Administrator
W482 Clifton Road
Sherwood, Wisconsin 54169

Email: administrator.sherwood@newbc.rr.com

[Signature Page to First Amendment to Amended and Restated
Room Tax Commission and Tourism Zone Agreement – Sherwood]

IN WITNESS WHEREOF, the parties have executed this First Amendment to Amended and Restated Room Tax Commission and Tourism Zone Agreement as of the date first written above.

FOX CITIES AREA ROOM TAX COMMISSION

By: _____

Its: _____

[And: _____

Its: _____]

ADDRESS:

Fox Cities Area Room Tax Commission
Attention: Chairperson
c/o Fox Cities Convention & Visitors Bureau
3433 West College Avenue
Appleton, Wisconsin 54914

Email: bruce.sherman@grandchute.net

[Signature Page to First Amendment to Amended and Restated
Room Tax Commission and Tourism Zone Agreement – Sherwood]

EXHIBIT B

JOINDER AGREEMENT

**AMENDED AND RESTATED
ROOM TAX COMMISSION AND TOURISM ZONE AGREEMENT**

The undersigned municipality hereby agrees that it shall be an Additional Municipality as defined in the Amended and Restated Room Tax Commission and Tourism Zone Agreement, dated as of November 24, 2015, among the Fox Cities Area Room Tax Commission and the municipal members of such commission as amended by a First Amendment to Amended and Restated Room Tax Commission and Tourism Zone Agreement, dated as of [April 1], 2018 (collectively, the “**Agreement**”), and hereby agrees to be bound by the terms, conditions, and obligations of the Municipalities under the Agreement, as amended from time to time. On and after the date of this Joinder Agreement, the undersigned shall be deemed a Municipality under the Agreement.

IN WITNESS WHEREOF, the undersigned Municipality has duly executed this Joinder Agreement effective as of _____, 20____.

_____ OF _____, WISCONSIN

By: _____

Its: _____

And: _____

Its: _____

ADDRESS:

_____ of _____

Attention: _____

_____, Wisconsin _____

Email: _____

Accepted on behalf of itself and the Municipalities:

FOX CITIES AREA ROOM TAX COMMISSION

By: _____
Its: _____

And: _____
Its: _____

Dated as of [April 1], 2018

PLEDGE AND SECURITY AGREEMENT

Relating To:

FOX CITIES EXHIBITION CENTER

PLEDGE AND SECURITY AGREEMENT

THIS PLEDGE AND SECURITY AGREEMENT, dated as of [April 1], 2018 (this “**Agreement**”), is made and entered into by and among the CITY OF APPLETON, WISCONSIN, a Wisconsin municipal corporation and political subdivision (“**Appleton**”), the CITY OF KAUKAUNA, WISCONSIN, a Wisconsin municipal corporation and political subdivision (“**Kaukauna**”), the CITY OF NEENAH, WISCONSIN, a Wisconsin municipal corporation and political subdivision (“**City of Neenah**”), the VILLAGE OF KIMBERLY, WISCONSIN, a Wisconsin municipal corporation and political subdivision (“**Kimberly**”), the VILLAGE OF LITTLE CHUTE, WISCONSIN, a Wisconsin municipal corporation and political subdivision (“**Little Chute**”), the TOWN OF GRAND CHUTE, WISCONSIN, a Wisconsin political subdivision (“**Grand Chute**”), the TOWN OF NEENAH, WISCONSIN, a Wisconsin political subdivision (“**Town of Neenah**”), the VILLAGE OF FOX CROSSING, WISCONSIN, a Wisconsin municipal corporation and political subdivision (“**Fox Crossing**”), the CITY OF MENASHA, WISCONSIN, a Wisconsin municipal corporation and political subdivision (“**Menasha**”), and the VILLAGE OF SHERWOOD, WISCONSIN, a Wisconsin municipal corporation and political subdivision (“**Sherwood**”), collectively with Appleton, Kaukauna, City of Neenah, Kimberly, Little Chute, Grand Chute, Town of Neenah, Fox Crossing, Menasha, and Sherwood (the “**Municipalities**”), the FOX CITIES AREA ROOM TAX COMMISSION, a Wisconsin intergovernmental commission (the “**Room Tax Commission**”), and ASSOCIATED TRUST COMPANY, NATIONAL ASSOCIATION, a national bank organized under the laws of the United States of America, as trustee under the Bond Indenture (as defined herein) (together with its successors in such capacity, the “**Trustee**”).

RECITALS:

WHEREAS, pursuant to Section 66.0615 of the Wisconsin Statutes, as amended (the “**Room Tax Act**”), each of the Municipalities has imposed a room tax at a percentage rate of 3% (the “**Exhibition Center Room Tax**”), which the Municipalities have agreed to cause to be collected by the hotelkeepers, motel operators, and other persons furnishing accommodations that are available to the public and obligated to collect the Exhibition Center Room Tax (the “**Operators**”); and

WHEREAS, the Municipalities, the Room Tax Commission, and the Redevelopment Authority of the City of Appleton, Wisconsin (the “**Authority**”), are parties to an Amended and Restated Cooperation Agreement for the Fox Cities Exhibition Center, dated as of [April 1], 2018 (the “**Cooperation Agreement**”); and

WHEREAS, under the terms of the Cooperation Agreement:

- (a) Appleton will convey to the Authority the Fox Cities Exhibition Center, a convention center (the “**Exhibition Center**”) as referenced in the Room Tax Act; and
- (b) to assist in the financing of the Exhibition Center, the Authority will issue its Taxable Lease Revenue Bonds, Series 2018 (Fox Cities Exhibition Center Project) (the “**Series 2018 Bonds**”) the proceeds of which will be

made available to pay, or reimburse Appleton for, the construction costs of the Exhibition Center; and

- (c) the Municipalities and the Room Tax Commission have agreed to the use of the Exhibition Center Room Taxes for the purposes of paying, either directly or indirectly, the costs of the construction of the Exhibition Center, debt service on the Series 2018 Bonds and any additional bonds issued by the Authority for the purpose of refinancing or refunding the Series 2018 Bonds, directly or indirectly through a series of refinancings or refundings (collectively, the “**Bonds**”), and such other reasonable or customary payments or deposits related to the Bonds as may be provided in the Bond Indenture, such as, but not limited to, costs of issuance and administration of the Bonds, reserve or stabilization funds, capitalized interest payments, if any, and reimbursement of payments made by Appleton or a provider of credit enhancement for the Bonds, all subject to any restrictions related thereto in the Room Tax Act (collectively, the “**Purposes of the Exhibition Center Room Taxes**”); and
- (d) the Municipalities and the Room Tax Commission agree to pledge the Exhibition Center Room Taxes to the Trustee for the Purposes of the Exhibition Center Room Taxes; and
- (e) all parties to the Cooperation Agreement found, and reaffirm herein, that the Exhibition Center constitutes a “convention center” and is, and will be, crucial to “tourism promotion and tourism development” within the meaning of the Room Tax Act, and the achievement of a sound and coordinated development and redevelopment of the territory described as the “Tourism Zone” in the Cooperation Agreement and for the promotion and development of tourism activities within the Tourism Zone; and

WHEREAS, the terms and conditions of this Agreement are in compliance with the Room Tax Act; and

WHEREAS, the execution and delivery of this Agreement have been in all respects duly and validly authorized by resolutions of the governing bodies of the Municipalities and the Room Tax Commission; and

WHEREAS, all procedures necessary to constitute this Agreement as a valid pledge and assignment of the Exhibition Center Room Taxes have been done and performed;

NOW, THEREFORE, THE PARTIES TO THIS AGREEMENT AGREE AS FOLLOWS:

ARTICLE I

PLEDGE AND ASSIGNMENT OF PLEDGED ROOM TAXES TO THE TRUSTEE

The Municipalities and the Room Tax Commission do hereby pledge, sell, assign, transfer, and set over unto the Trustee, all their respective right, title, and interest in and to all Exhibition Center Room Taxes, subject to any limitations imposed thereon by the Room Tax Act, for the Purposes of the Exhibition Center Room Taxes. The Exhibition Center Room Taxes shall not be used for any purpose other than the Purposes of the Exhibition Center Room Taxes set forth in the recitals of this Agreement. The pledge and assignment hereunder shall remain in full force and effect until the full discharge of the Indenture of Trust, dated as of [April 1], 2018, from the Authority to the Trustee (the “**Bond Indenture**”), pursuant to which the Series 2018 Bonds are being issued and pursuant to which additional Bonds may be issued to refinance or refund (i) the Series 2018 Bonds or (ii) any other Bonds.

ARTICLE II

DEPOSIT OF EXHIBITION CENTER ROOM TAXES WITH TRUSTEE

Section 2.01 Deposit of Room Taxes.

The Municipalities, the Room Tax Commission, and the Trustee hereby agree and direct that, in order to effect the pledges of the Exhibition Center Room Taxes hereunder, all Exhibition Center Room Taxes imposed by the Municipalities shall be deposited directly with the Trustee by the Operators, and shall be applied to the Purposes of the Exhibition Center Room Taxes as specified in the Bond Indenture.

The deposit of Exhibition Center Room Taxes with the Trustee shall be in accordance with the following procedure:

(a) Notice to Operators. No later than the 10th day of the month following the end of each calendar quarter, the Trustee shall send a notice in substantially the form attached hereto as Exhibit A (or with such changes as may be necessary or appropriate to reflect changes in room taxes other than the Exhibition Center Room Tax) (a “**Room Tax Deposit Notice**”) to each Operator to be completed and delivered to the Trustee together with the deposit of the Exhibition Center Room Taxes it has collected during the preceding calendar quarter as described in (b) below.

(b) Room Tax Due Dates. Each Operator shall be directed to deposit with the Trustee, no later than January 31, April 30, July 31, and October 31 of each year, together with a completed Room Tax Deposit Notice as described in (a) above, the Exhibition Center Room Taxes it has collected during the preceding calendar quarter. The Trustee shall accept the Exhibition Center Room Taxes for deposit in accordance with the terms of this Agreement and of the Bond Indenture.

(c) Application of Pledged Room Tax Deposits. The Trustee shall, upon receipt of deposits of the Exhibition Center Room Taxes, allocate such deposits to the Revenue Fund created under the Bond Indenture for the Purposes of the Exhibition Center Room Taxes.

Section 2.02 Trustee Reports.

The Trustee shall (i) not later than the 15th day of each month, send a report as of the last day of the prior month to the Room Tax Commission and to each Municipality, that includes a list of the then current Operators that submit Exhibition Center Room Taxes, and the amount of Exhibition Center Room Taxes received from each Operator, and identifies the Operators that have not paid Exhibition Center Room Taxes then due under Section 2.01(b) (the “**Monthly Report**”), (ii) not later than the 15th day of the month following the end of each calendar quarter, send a statement of transactions to each Municipality and the Room Tax Commission that includes all financial transactions relating to the Municipality as of the end of the calendar quarter (the “**Quarterly Statement**”), and (iii) not later than the 15th day of the month following each due date of the Exhibition Center Room Taxes described in Section 2.01(b) hereof, send a list to the Room Tax Commission, with a copy to the related Municipality, of the Operators in each Municipality that have not paid Exhibition Center Room Taxes as of such due date (the “**Delinquency Report**”).

Section 2.03 Collection of Room Taxes; Late Payments.

(a) Each of the Municipalities agrees to direct all Operators within its jurisdiction to deposit all Exhibition Center Room Taxes with the Trustee pursuant to the terms of this Agreement and the instructions of the Trustee. Each Municipality agrees to forward to the Trustee, immediately upon receipt, any payments of Exhibition Center Room Taxes made by an Operator directly to such Municipality, and the Room Tax Commission agrees to forward to the Trustee, immediately upon receipt, any payments of Exhibition Center Room Taxes made by a Municipality or an Operator directly to the Room Tax Commission or the Fox Cities Convention & Visitors Bureau, Inc. (“**CVB**”) on behalf of the Room Tax Commission. The Municipality may request from the Trustee the form of Room Tax Deposit Notice as described in Section 2.01(a) hereof to accompany such payments.

(b) If an Operator has not paid Exhibition Center Room Taxes for a period of one calendar quarter or is in arrears by one calendar quarter or more, then an authorized officer of the related Municipality shall, within 30 days after the receipt of the first Monthly Report after a Delinquency Report has been received from the Trustee, commence collection and enforcement action against such Operator; *provided* that said Monthly Report shows Exhibition Center Room Taxes remain unpaid by such Operator.

(c) Each of the Municipalities agrees to commence such collection and enforcement action as described in (b) above and to take all reasonable action to diligently pursue such action and to collect the Exhibition Center Room Taxes

with any applicable/corresponding forfeiture or interest charge for late payment. Each Municipality agrees to send a written notice to the Room Tax Commission, within 10 days after receipt of a Monthly Report as described in (b) above, describing the status of such action and collection until the Exhibition Center Room Taxes have been collected from the Operator. Upon such collection, the Municipalities shall, within 20 business days, deposit with the Trustee the collected Exhibition Center Room Taxes, subject to the deficient payments allocation described in (e) below, and any applicable/corresponding forfeiture or interest charge; which shall be treated as part of the Exhibition Center Room Taxes. All costs of collection and enforcement actions relating to any such Exhibition Center Room Taxes shall (except to the extent they may be recovered from Operators) be the sole responsibility of the related Municipality.

(d) Notwithstanding (b) and (c) above, the Trustee shall have the right, with the consent of the Room Tax Commission, to demand that any such Exhibition Center Room Taxes paid by the Operators but not deposited with the Trustee be immediately deposited with the Trustee in accordance with this Article II .

(e) Pursuant to the Amended and Restated Room Tax Commission and Tourism Zone Agreement, dated as of November 24, 2015, as amended by a First Amendment to Amended and Restated Room Tax Commission and Tourism Zone Agreement, dated as of [April 1], 2018 (the “**Commission Agreement**”) and the ordinances adopted by the Municipalities imposing a 10% room tax (the “**Room Taxes**”), which includes the Exhibition Center Room Tax, provision was made for delinquent Room Taxes received from the Operators to be allocated in a specific order to the purposes for which the Room Taxes were imposed. Upon receipt of notice from a Municipality, the Room Tax Commission, or the CVB with respect to such allocation of delinquent Room Taxes, the Trustee agrees that it shall cooperate with said parties in the application of delinquent Exhibition Center Room Taxes that it has received to the allocation to the purposes entitled to a payment priority over the Exhibition Center Room Taxes.

Section 2.04 Failure of Operator Not a Default of Municipality.

A failure of an Operator to timely pay Exhibition Center Room Taxes shall not constitute a default of a Municipality hereunder provided that the Municipality, in accordance with Section 2.03 above, promptly undertakes and pursues all reasonable collection actions until such delinquent Exhibition Center Room Taxes are collected and deposited with the Trustee.

Section 2.05 Statutory Obligations of Room Tax Commission.

The Room Tax Commission has determined, and the Municipalities agree, that the actions of the Trustee under this Agreement fulfill the statutory obligations of the Room Tax Commission (i) to monitor the collection of room taxes from each Municipality and (ii) to report any delinquencies or inaccurate reporting to the Municipality that is due the tax, as such obligations relate to the Exhibition Center Room Tax.

ARTICLE III

REPRESENTATIONS, WARRANTIES, AND COVENANTS

Each of the Municipalities and the Room Tax Commission hereby represents and warrants to the Trustee that it has good right and authority to enter into this Agreement; that as of the date of this Agreement it has not alienated, assigned, pledged, or otherwise disposed of or encumbered any of the Exhibition Center Room Taxes, and that it has not performed any acts or executed any other instruments which might prevent the Trustee from receiving any Exhibition Center Room Taxes under any of the terms and conditions of this Agreement or which would limit the Trustee in such receipt.

Each of the Municipalities and the Room Tax Commission hereby covenants and agrees:

- (a) to observe, perform, and discharge, duly and punctually, all and singular, the obligations, terms, covenants, conditions, and warranties of this Agreement on its part to be kept, observed, and performed;
- (b) that it will, upon the request of the Trustee, execute and deliver to the Trustee such further instruments and do and perform such other acts and procedures as the Trustee may deem necessary or appropriate to make effective this Agreement and its various covenants herein contained and to more effectively vest in and secure to the Trustee the Exhibition Center Room Taxes, including without limitation, the execution of such additional assignments as shall be deemed necessary by the Trustee to effectively vest in and secure the Exhibition Center Room Taxes;
- (c) that it will take any and all action reasonably necessary to enforce its room tax levies and collect all room taxes from the Operators within its jurisdiction. Such actions shall include, if necessary, commencing suit or other action to recover delinquent room taxes; and
- (d) that it will not repeal any or all of the Exhibition Center Room Tax or amend the Commission Agreement in any manner that affects the Trustee's right to receive the Exhibition Center Room Tax.

ARTICLE IV

MISCELLANEOUS

Section 4.01 Counterparts.

This Agreement may be executed, acknowledged, and delivered in any number of counterparts, each of which shall constitute an original, but all together only one, instrument. The laws of the State of Wisconsin shall govern this Agreement.

Section 4.02 Severability.

If any term, covenant, or condition of this Agreement, or the application thereof to any person or circumstance, shall, to any extent, be invalid or unenforceable, then the remainder of this Agreement and the application of such term, covenant, or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law. In the event of any ambiguity in any terms or provisions of this Agreement, such ambiguity shall be construed in favor of the Trustee, notwithstanding any rules of construction to the contrary.

Nothing contained in this Agreement, the Cooperation Agreement, or the Bond Indenture shall in any manner be construed as making the parties hereto and thereto or their assignees partners.

Section 4.03 Additional Parties to this Agreement.

Any municipal government that hereafter becomes an additional member of the Room Tax Commission (an “**Additional Municipality**”) pursuant to the Commission Agreement shall, as a condition of such membership under the Commission Agreement, become an additional party to this Agreement. Each Additional Municipality shall be bound to the terms, conditions, and obligations of the Municipalities under this Agreement by execution and delivery to the Trustee of a joinder agreement in substantially the form attached hereto as Exhibit B, and a copy of the executed joinder agreement shall be delivered by the Trustee to the other then-current parties to this Agreement. Acceptance by the Trustee of such joinder agreement shall, without further action or approval of the parties to this Agreement, be deemed an approval of such Additional Municipality as an additional party to this Agreement by the then-current parties to this Agreement.

Section 4.04 Amendments to this Agreement.

This Agreement may be amended from time to time by a written instrument for any purpose not inconsistent with the terms of the Bond Indenture or to cure any ambiguity or to correct or supplement any provision contained in this Agreement which may be defective or inconsistent with any other provision contained in this Agreement or to make such other provisions as shall not be inconsistent with the provisions of the Bond Indenture and shall not, in the judgment of the Trustee, adversely affect the interests of the owners of the Bonds.

Section 4.05 Termination.

This Agreement shall terminate upon the discharge and termination of the Bond Indenture. The Trustee shall notify the Room Tax Commission and each Municipality of such termination and discharge.

Section 4.06 Notices.

Any notice, request, report, statement, or other communication to be given pursuant to this Agreement, shall be sufficiently given, and shall be deemed given, when hand delivered or sent by first class mail, email, or overnight delivery service as follows:

If to the Room Tax Commission at:

Fox Cities Area Room Tax Commission
Attention: Chairperson
c/o Fox Cities Convention & Visitors Bureau
3433 West College Avenue
Appleton, Wisconsin 54914
Phone: (800) 236-6673
Email: bruce.sherman@grandchute.net

If to the Trustee at:

Associated Trust Company, National Association
Attention: Corporate Trust Department
200 North Adams Street
Green Bay, Wisconsin 54301
Phone: (920) 433-3275
Email: eric.wied@associatedbank.com

If to a Municipality, at the address indicated beneath the signature to this Agreement of such Municipality.

Any party may, by written notice to the other parties, designate a change of address for the purposes aforesaid.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties have caused this Pledge and Security Agreement to be duly executed and delivered as of the date first written above.

FOX CITIES AREA ROOM TAX COMMISSION

By: _____
Its Chairperson

And: _____
Its Secretary

ASSOCIATED TRUST COMPANY, NATIONAL ASSOCIATION, as trustee

By: _____
Its _____

And: _____
Its _____

IN WITNESS WHEREOF, the parties have executed this Pledge and Security Agreement as of the date first written above.

CITY OF APPLETON, WISCONSIN

By: _____
Its: Mayor

And: _____
Its: Clerk

ADDRESS:

City of Appleton
Attention: Director of Finance
100 North Appleton Street
Appleton, Wisconsin 54911

Email: tony.saucerman@appleton.org

IN WITNESS WHEREOF, the parties have executed this Pledge and Security Agreement as of the date first written above.

CITY OF KAUKAUNA, WISCONSIN

By: _____
Its: Mayor

And: _____
Its: Clerk

ADDRESS:

City of Kaukauna
Attention: Clerk-Treasurer
201 West Second Street
Kaukauna, Wisconsin 54130

Email: clerk-treasurer@kaukauna.org

IN WITNESS WHEREOF, the parties have executed this Pledge and Security Agreement as of the date first written above.

CITY OF NEENAH, WISCONSIN

By: _____
Its: Mayor

And: _____
Its: Clerk

ADDRESS:

City of Neenah
Attention: Finance Director
211 Walnut Street
Neenah, Wisconsin 54956

Email: measker@ci.neenah.wi.us

IN WITNESS WHEREOF, the parties have executed this Pledge and Security Agreement as of the date first written above.

VILLAGE OF KIMBERLY, WISCONSIN

By: _____
Its: President

And: _____
Its: Clerk

ADDRESS:

Village of Kimberly
Attention: Village Administrator
515 West Kimberly Avenue
Kimberly, Wisconsin 54136

Email: dblock@vokimberly.org

IN WITNESS WHEREOF, the parties have executed this Pledge and Security Agreement as of the date first written above.

VILLAGE OF LITTLE CHUTE, WISCONSIN

By: _____
Its: President

And: _____
Its: Clerk

ADDRESS:

Village of Little Chute
Attention: Village Administrator
108 West Main Street
Little Chute, Wisconsin 54140

Email: jfenlon@littlechutewi.org

IN WITNESS WHEREOF, the parties have executed this Pledge and Security Agreement as of the date first written above.

TOWN OF GRAND CHUTE, WISCONSIN

By: _____
Its: Chairperson

And: _____
Its: Clerk

ADDRESS:

Town of Grand Chute
Attention: Town Administrator
1900 West Grand Chute Boulevard
Grand Chute, Wisconsin 54913

Email: jim.march@grandchute.net

IN WITNESS WHEREOF, the parties have executed this Pledge and Security Agreement as of the date first written above.

TOWN OF NEENAH, WISCONSIN

By: _____
Its: Chairperson

And: _____
Its: Clerk

ADDRESS:

Town of Neenah
Attention: Clerk-Treasurer
1600 Breezewood Lane
Neenah, Wisconsin 54956

Email: ellen@townofneenah.com

IN WITNESS WHEREOF, the parties have executed this Pledge and Security Agreement as of the date first written above.

VILLAGE OF FOX CROSSING, WISCONSIN

By: _____
Its: President

And: _____
Its: Clerk

ADDRESS:

Village of Fox Crossing
Attention: Village Administrator
2000 Municipal Drive
Neenah, Wisconsin 54956

Email: jsturgell@foxcrossingwi.gov

IN WITNESS WHEREOF, the parties have executed this Pledge and Security Agreement as of the date first written above.

CITY OF MENASHA, WISCONSIN

By: _____
Its: Mayor

And: _____
Its: Clerk

ADDRESS:

City of Menasha
Attention: Director of Administrative Services/Comptroller/Treasurer
140 Main Street
Menasha, Wisconsin 54952

Email: jjacobs@ci.menasha.wi.us

IN WITNESS WHEREOF, the parties have executed this Pledge and Security Agreement as of the date first written above.

VILLAGE OF SHERWOOD, WISCONSIN

By: _____
Its: President

And: _____
Its: Clerk

ADDRESS:

Village of Sherwood
Attention: Village Administrator
W482 Clifton Road
Sherwood, Wisconsin 54169

Email: administrator.sherwood@newbc.rr.com

EXHIBIT A

ROOM TAX DEPOSIT NOTICE

FOR THE CALENDAR QUARTER ENDING _____, 20____

Date: _____, 20____

Associated Trust Company, National Association
Attention: Corporate Trust Operations
2985 South Ridge Road, Suite C
Green Bay, Wisconsin 54304

[[Enclosed are]] the Exhibition Center Room Taxes from
_____ for the above referenced calendar quarter.

Total 10% Room Tax Receipts For Quarter: \$ _____

Distribution of 10% Room Tax:

3% Room Tax (Exhibition Center Room Tax) — Amount \$ _____

[Enclosed]

Balance Paid Directly to Municipality \$ _____

If you have any questions, please feel free to contact me at _____.

Sincerely,

[Name of Hotel/Motel or other lodging facility]

EXHIBIT B

JOINDER AGREEMENT TO

PLEDGE AND SECURITY AGREEMENT

The undersigned municipality hereby agrees that it shall be an Additional Municipality as defined in the Pledge and Security Agreement, dated as of [April 1], 2018 (the “**Agreement**”),, among the Fox Cities Area Room Tax Commission, the municipal members of such commission and Associated Trust Company, National Association, as trustee, and hereby agrees to be bound by the terms, conditions, and obligations of the Municipalities under the Agreement, as amended from time to time. On and after the date of this Joinder Agreement, the undersigned shall be deemed a Municipality under the Agreement.

IN WITNESS WHEREOF, the undersigned Municipality has duly executed this Joinder Agreement effective as of _____, 20____.

_____ OF _____, WISCONSIN

By: _____
Its: _____

And: _____
Its: _____

ADDRESS:

_____ of _____
Attention: _____

_____, Wisconsin _____

Email: _____

Accepted on behalf of itself, the Room Tax Commission, and the Municipalities:

ASSOCIATED TRUST COMPANY, NATIONAL ASSOCIATION, as trustee

By _____

Its: _____

AN ORDINANCE AMENDING SECTION 19-5 OF CHAPTER 19 OF THE MUNICIPAL CODE OF THE CITY OF APPLETON, RELATING TO THE ERECTION OF OFFICIAL TRAFFIC SIGNS AND SIGNALS.

(Municipal Services Committee 02-21-2018)

The Common Council of the City of Appleton does ordain as follows:

Section 1: That Section 19-5 of Chapter 19 of the Municipal Code of the City of Appleton, relating to the erection of official traffic signs and signals, is hereby created as follows:

INSTALL ALL-WAY STOP CONTROL AT:

Carpenter Street/Roeland Avenue intersection

Section 2: This Ordinance shall be in full force and effect from and after its passage and publication, and upon its passage and publication, the Traffic Engineer is authorized and directed to erect and maintain the appropriate standard traffic signs, signals and markings, giving notice of the provisions of this Ordinance.