



City of Appleton

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

Meeting Agenda - Final Municipal Services Committee

Monday, November 11, 2019

4:30 PM

Council Chambers, 6th Floor

1. Call meeting to order
2. Roll call of membership
3. Approval of minutes from previous meeting
[19-1677](#) Minutes from October 21, 2019

Attachments: [Minutes from October 21, 2019.pdf](#)

4. Public Hearings/Apearances

5. Action Items

- [19-1594](#) R/B-Approve proposed changes to Municipal Code Section 19-90 related to parking violation forfeitures.

Attachments: [Changes to Municipal Code Section 19-90.pdf](#)

Legislative History

10/21/19	Municipal Services Committee	recommended for approval
11/6/19	Common Council	referred to the Municipal Services Committee

- [19-1692](#) **Minor Street**-from Meade Street to Rankin Street, be reconstructed with asphalt pavement and concrete curb & gutter to a width of 28' from back of curb to back of curb, which is the same width as the existing street. Existing parking provisions within the project limits will remain unchanged.

[19-1693](#) **Jackson Street-** from Calumet Street to Fremont Street, be reconstructed with asphalt pavement and concrete curb & gutter to a width of 31' from back of curb to back of curb, which is 2' narrower than the existing street. Existing parking provisions within the project limits will remain unchanged.

[19-1694](#) **Glendale Avenue-** from Mason Street to Richmond Street, be reconstructed with concrete pavement and curb and gutter to a width of 35' from back of curb to back of curb, which is 2' narrower than the existing street.
A new bike lane is to be incorporated along the north side of Glendale Avenue within the project limits. On-street parking would be prohibited along the north side of Glendale Avenue.
A new on-street parking lane is to be incorporated along the south side of Glendale Avenue within the project limits.
New traffic calming circles to be constructed at the intersections of Glendale Ave & Summit St and Glendale Ave & Locust St.
New raised medians to be constructed at Glendale Ave & Bennet St.
New dedicated turn lanes to be incorporated along Glendale Avenue at Mason Street and Richmond Street.

[19-1678](#) Request from EnviroForensics, LLC for a permanent street occupancy permit to install two (2) groundwater monitoring wells in Meade Street for tax key parcel 31-1-1145-00.

Attachments: [EnviroForensics-permanent street occupancy.pdf](#)

[19-1679](#) Request from Wisconsin Electric Power Company for a permanent street occupancy permit for two (2) transformers and associated conduit and cable in the City Center Street right of way. This approval is required in addition to a corresponding easement that requires Finance Committee and Council approval.

Attachments: [Wisconsin Electric Power Co-permanent street occupancy.pdf](#)

[19-1680](#) Approve John Street Vacation as shown on Exhibit "A".

Attachments: [John Street Vacation.pdf](#)

[19-1681](#) Approve McDonald Street Vacation as shown on Exhibit "A".

Attachments: [McDonald Street Vacation.pdf](#)

[19-1682](#) Approve Snow Storage Lease Agreement with Crescent Lofts-Appleton, LLC for Winter 2019/2020.

Attachments: [Snow Storage Lease Agreement.pdf](#)

[19-1686](#) Approve Snow Storage Limited License Agreement with Menard, Inc. for Winter 2019/2020.

Attachments: [Snow Storage Limited Lease Agreement.pdf](#)

[19-1723](#) Approve amendment to Municipal Code Section 12-30 Public nuisances affecting peace and safety to add language regarding leaves and yard debris on sidewalks.

Attachments: [Amendment 12-30 Public nuisance.pdf](#)

6. Information Items

[19-1688](#) 2019 Snow plows painted by AASD Elementary Schools.

Attachments: [2019 Painted snow plows .pdf](#)

[19-1687](#) Inspections Division Permit Summary Comparison Report for October, 2019.

Attachments: [Inspections Division Permit Summary Report-October, 2019.pdf](#)

[19-1684](#) Urban Forestry Catastrophic Storm Grant awarded to City of Appleton for \$8,428.19.

Attachments: [Urban Forestry Storm Grant.pdf](#)

7. Adjournment

Notice is hereby given that a quorum of the Common Council may be present during this meeting, although no Council action will be taken.

Reasonable Accommodations for Persons with Disabilities will be made upon Request and if Feasible. Please contact Paula Vandehey at 832-6474 if you have any questions.



City of Appleton

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

Meeting Minutes - Final Municipal Services Committee

Monday, October 21, 2019

4:30 PM

Council Chambers, 6th Floor

1. Call meeting to order

Aldersperson Coenen called the meeting to order at 4:30 p.m.

2. Roll call of membership

Present: 4 - Croatt, Coenen, Martin and Firkus

Excused: 1 - Williams

3. Approval of minutes from previous meeting

[19-1591](#)

Minutes from October 7, 2019.

Attachments: [Minutes from October 7, 2019.pdf](#)

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

Aye: 4 - Croatt, Coenen, Martin and Firkus

Excused: 1 - Williams

4. **Public Hearings/Appearences**

[19-1592](#)

Design Hearing for the following streets in the 2021 pavement reconstruction program:

- Minor Street (Meade Street to Rankin Street)
- Jackson Street (Calumet Street to Fremont Street)
- Glendale Avenue (Mason Street to Richmond Street)

Attachments: [2021 pavement reconstruction-Minor St, Jackson St, Glendale Ave.pdf](#)
[Presentation of October 15, 2019 Public Information Session.pdf](#)
[Recommended bicycle facility types.pdf](#)

5. **Action Items**

[19-1419](#)

R/B-Resolution #11-R-19 regarding the creation of a parking lot on the former Blue Ramp Conway site.

Attachments: [Resolution #11-R-19.pdf](#)
[Resolution #11-R-19\(#2\).pdf](#)

Martin moved, seconded by Croatt, that the Report Action Item be recommended for denial. Roll Call. Motion failed by the following vote:

Aye: 2 - Coenen and Martin

Nay: 2 - Croatt and Firkus

Excused: 1 - Williams

[19-1593](#)

Approve proposed changes to Municipal Code Sections 19-106 and 19-112 related to City owned parking facilities.

Attachments: [Changes to Municipal Code Sections 19-106 and 19-112.pdf](#)

Croatt moved, seconded by Martin, that the Report Action Item be recommended for approval. Roll Call. Motion carried by the following vote:

Aye: 4 - Croatt, Coenen, Martin and Firkus

Excused: 1 - Williams

[19-1594](#)

Approve proposed changes to Municipal Code Section 19-90 related to parking violation forfeitures.

Attachments: [Changes to Municipal Code Section 19-90.pdf](#)

Martin moved, seconded by Firkus, that the Report Action Item be recommended for approval. Roll Call. Motion carried by the following vote:

Aye: 4 - Croatt, Coenen, Martin and Firkus

Excused: 1 - Williams

[19-1595](#)

Amend 2019 Materials Testing Contract (M-19) with OMNNI Associates, Inc. from an amount not to exceed \$100,000 to an amount not to exceed \$125,000.

Attachments: [Amend 2019 Materials Testing Contract M-19.pdf](#)

Martin moved, seconded by Croatt, that the Report Action Item be recommended for approval. Roll Call. Motion carried by the following vote:

Aye: 4 - Croatt, Coenen, Martin and Firkus

Excused: 1 - Williams

[19-1598](#)

Approve parking restriction changes on Ashbury Drive and Lightning Drive near Appleton North High School (Follow-up to six month trial period).

Attachments: [Ashbury Drive and Lightning Drive.pdf](#)

Croatt moved, seconded by Firkus, that the Report Action Item be recommended for approval. Roll Call. Motion carried by the following vote:

Aye: 4 - Croatt, Coenen, Martin and Firkus

Excused: 1 - Williams

[19-1599](#)

Approve parking restriction changes on Everett Street, between Lilas Drive and Lynndale Drive (Follow-up to six month trial period).

Attachments: [Everett St between Lilas Dr and Lynndale Dr.pdf](#)

Croatt moved, seconded by Martin, that the Report Action Item be recommended for approval. Roll Call. Motion carried by the following vote:

Aye: 4 - Croatt, Coenen, Martin and Firkus

Excused: 1 - Williams

[19-1600](#)

Anticipated Award for Structural Condition Analysis of City Parking Ramps.

Attachments: [Award of Contract-City Parking Ramps.pdf](#)

Amend item 1600. Award Structural Condition Analysis to Desman Design Management in an amount not to exceed \$45,935.00

Croatt moved, seconded by Martin, that the Report Action Item be recommended for approval. Roll Call. Motion carried by the following vote:

Aye: 4 - Croatt, Coenen, Martin and Firkus

Excused: 1 - Williams

6. Information Items

[19-1601](#)

Proposed timing of infrastructure in Haymeadow/Spartan growth corridor.

Attachments: [Map -Haymeadow-Spartan growth corridor.pdf](#)

7. Adjournment

Croatt moved, seconded by Firkus, that the meeting be adjourned at 5:40 p.m. Roll Call. Motion carried by the following vote:

Aye: 4 - Croatt, Coenen, Williams and Firkus

Excused: 1 - Martin

Sec. 19-90. Parking violation forfeitures.

(a) Any person to whom a ticket has been issued for violation of any overtime parking regulation shall incur a forfeiture of ~~thirty~~forty-five dollars (~~\$35~~45.00), which forfeiture may be paid by depositing twenty dollars (\$20.00) and the ticket in a City fine box or to the Director of Finance's office within ~~ten~~fifteen (~~10~~15) days of the date of the ticket.

(b) Any person to whom a ticket has been issued for any prohibited parking during a special event, or for stopping, standing or parking around schools, shall incur a forfeiture of ~~fifty~~sixty-five dollars (~~\$55~~65.00), which forfeiture may be paid by depositing forty dollars (\$40.00) and the ticket in a City fine box or the Director of Finance's office within ~~ten~~fifteen (~~10~~15) days of the date of the ticket. Any person to whom a ticket has been issued for any other prohibited area parking regulation of the City shall incur a forfeiture of ~~thirty~~forty-five dollars (~~\$35~~45.00), which forfeiture may be paid by depositing twenty dollars (\$20.00) and the ticket in a City fine box or the Director of Finance's office within ~~ten~~fifteen (~~10~~15) days of the date of the ticket.

(c) Any person to whom a ticket has been issued for violation of W.S.A. §346.505, pertaining to handicap parking, shall incur a forfeiture of three hundred dollars (\$300.00), which forfeiture may be paid by depositing three hundred dollars (\$300.00) and the ticket in a City fine box or the Director of Finance's office within ~~ten~~fifteen (~~10~~15) days of the date of the ticket.

(d) Any person to whom a ticket has been issued for violation of parking in an area designated no parking, for parking too close to a driveway or crosswalk, for parking on posted private property or any other parking restriction for which a forfeiture is not otherwise specifically established in this division, shall incur a forfeiture of ~~thirty~~forty-five dollars (~~\$35~~45.00), which forfeiture may be paid by depositing twenty dollars (\$20.00) dollars and the ticket in a City fine box or the Director of Finance's office within ~~ten~~fifteen (~~10~~15) days of the date of the ticket.

(e) Any person to whom a ticket has been issued for violation of parking in an area from 2:00 a.m. to 5:00 a.m. shall incur a forfeiture of ~~forty~~fifty dollars (~~\$40~~50.00), which forfeiture may be paid by depositing twenty-five dollars (\$25.00) and the ticket in a City fine box or the Director of Finance's office within ~~ten~~fifteen (~~10~~15) days of the date of the ticket.

(f) Any person to whom was issued their first and second ticket in any calendar year for a violation of any meter parking regulation shall incur a forfeiture of ~~twenty~~thirty dollars (~~\$20~~30.00), which forfeiture may be paid by depositing five dollars (\$5.00) and the ticket in a City fine box or to the Director of Finance's office within ~~ten~~fifteen (~~10~~15) days of the ticket.

(g) Any person to whom was issued their third through fifth ticket in any calendar year for a violation of any meter parking regulation shall incur a forfeiture of ~~twenty~~thirty-five dollars (~~\$25~~35.00), which forfeiture may be paid by depositing ten dollars (\$10.00) and the ticket in a City fine box or to the Director of Finance's office within ~~ten~~fifteen (~~10~~15) days of the ticket.

(h) Any person to whom was issued their sixth ticket, or any ticket thereafter, in any calendar year for a violation of any meter parking regulation shall incur a forfeiture of ~~sixty~~seventy-five dollars (~~\$65~~75.00), which forfeiture may be paid by depositing fifty-five dollars (\$50.00) and the ticket in a City fine box or to the Director of Finance's office within ~~ten~~fifteen (~~10~~15) days of the ticket.

(i) Any person wanting to contest a parking ticket shall first, within ~~ten~~fifteen (~~10~~15) days of the date of issuance, file an application for administrative review with the City Parking Utility. Following the administrative review, any person who is not satisfied with the results of that review shall submit a written request for judicial review to the City Parking Utility. The request for judicial review shall be submitted within thirty (30) days from the date the ticket was issued, or within ten (10) days after the administrative review is completed, whichever is later. When a timely request for administrative or judicial review is not filed, the ticket shall be presumed to be uncontested. Forfeitures shall be paid within ~~ten~~fifteen (~~10~~15) days of the ticket's issuance or, an action may be commenced by the City in accordance with the uniform traffic procedure for nonmoving violations as set forth in Sec. 345.28, Stats. and it may forward the matter to the State Department of Transportation for enforcement under the state traffic violation and registration program.



PERMIT TO OCCUPY THE PUBLIC RIGHT-OF-WAY

Permit # : _____
 Effective Date: _____
 Expiration Date: _____
 Fee: _____
 Paid (yes or no): _____

Rev. 04-10-15

Applicant Information

Name (print): Brian Kappen Company: Enviroforensics, LLC
 Address: N16W23390 Stone Ridge Dr. Waukesha, WI 53188 Telephone: 262-290-4001 FAX: 317-972-7875
 e-mail: bkappen@enviroforensics.com
 Applicant Signature: [Signature] Date: 10/18/2019

Occupancy Information

General Description: Installation of two (2) permanent groundwater monitoring wells. Well location and design approved by WDNR.
 Street Address: Approximately 815 N. Meade St. Tax Key No.: _____
 - or -
 Street: N. Meade St From: _____ To: _____
 Multiple Streets: _____

(Department use only)

Occupancy Type

- Permanent (\$40)
- Temporary - max. 35 days (\$40)
- Amenity/Annual (\$40)
- Blanket/Annual (\$250)
- Block Party (\$15)

Sub-Type

- Sandwich Board
- Tables / Chairs
- Dumpster
- POD / Container
- Obstruction / Other

Location

- Sidewalk
- Terrace
- Roadway

Additional Requirements

- Plan/Sketch
- Certificate of Insurance
- Bond
- Other : _____

Traffic Control Requirements

N/A

Type of Street: _____ Proposed Traffic Control: _____
 Arterial/CBD City Manual Page(s) _____
 Collector State Manual Page(s) _____
 Local Other (attach plan) _____

Contact Traffic Division (832-2379) 1 business day prior to any lane closure, or 2 business days prior to a full road closure.
 Additional Requirements: _____

Approved by: _____ Date: _____

This permit approval is subject to the following conditions:

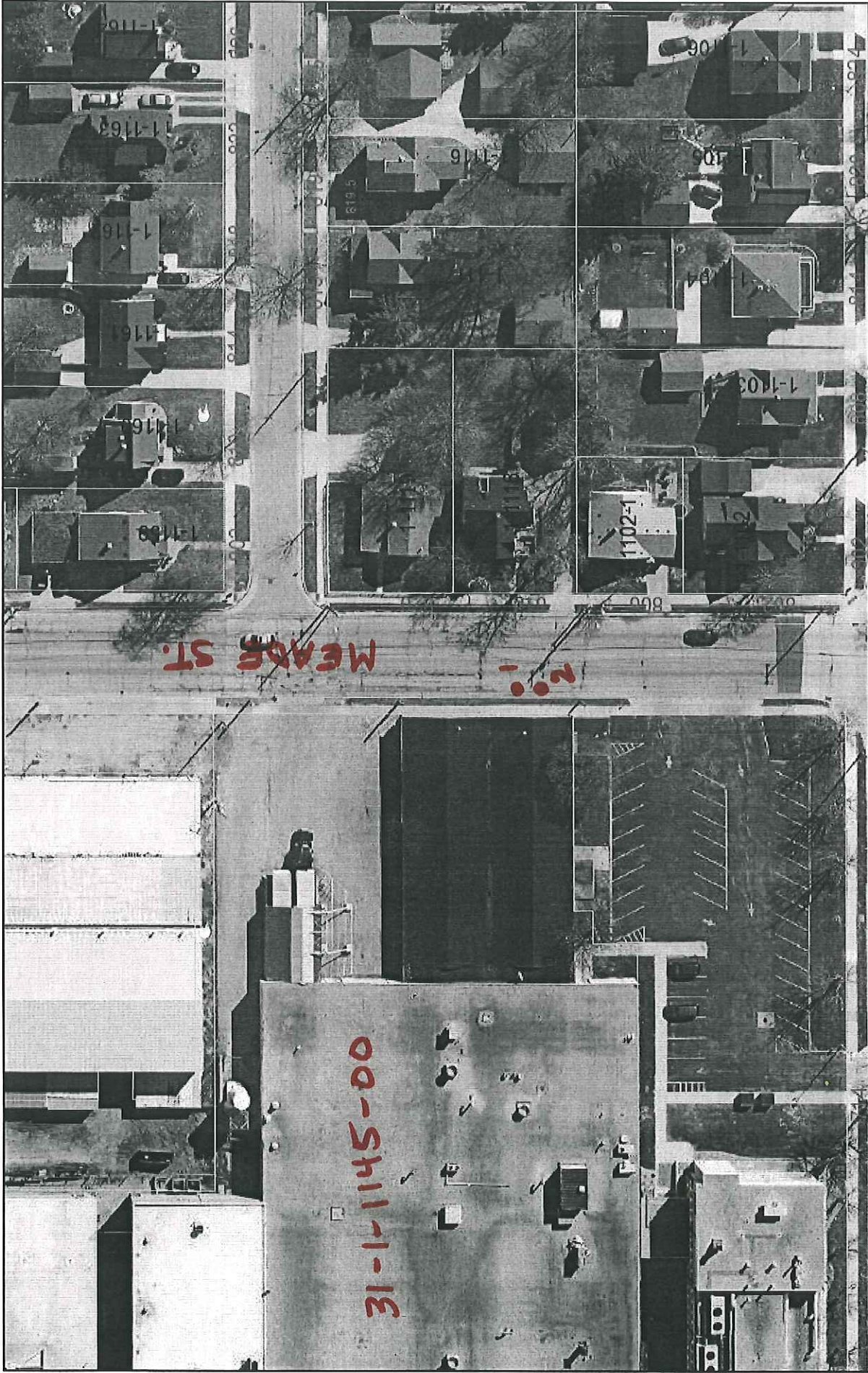
1. Permittee is responsible to obtain any further permits that may be required as part of this occupancy.
2. Permittee shall adhere to any plan(s) that were submitted to the City of Appleton as part of this application.
3. This permit is subject to IMMEDIATE REVOCATION and/or issuance of a MUNICIPAL CITATION if conditions of the permit are not met.
4. This permit is subject to IMMEDIATE REVOCATION if unfavorable traffic conditions develop during the period the occupancy is permitted.
- 5.
- 6.

This permit is issued to the applicant upon payment of the permit fee and is expressly limited to the location and type described herein. The applicant, in exchange for receiving this permit, warrants that all street occupancies will be performed in conformity to City ordinances, standards and policies, be properly barricaded and lighted, and be performed in a safe manner. By applying for and accepting this permit, the applicant assumes full liability and/or any costs incurred by the City for corrective work required to bring the subject area into compliance with said ordinances, standards, policies and permit conditions. No occupancy shall occur prior to approval of this permit by the Department of Public Works.

The Grantee shall guarantee at their expense, the repair or replacement of pavement, sidewalk and any other facilities within the public right-of-way damaged or destroyed by the Grantee or any sub-contractor working for them. The Grantee shall assume complete and full liability and responsibility, in accordance with existing ordinances and policies, in the event of injury or damage to persons or property resulting from their facilities within the public right-of-way.

APPROVED BY: _____ DATE: _____
 (Department of Public Works)

ArcGIS Web Map

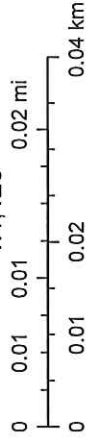


10/23/2019 12:39:31 PM

City Parcels

Easements

1:1,128





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/2/2019

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

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

PRODUCER GCG Risk Management Consultants LLC Three Parkway North Suite 500 Deerfield IL 60015	CONTACT NAME: Amy Nelson	PHONE (A/C, No, Ext): (847) 457-3000	FAX (A/C, No): (847) 457-3100
	E-MAIL ADDRESS: amy.nelson@gcgfinancial.com		
INSURED EnviroForensics, LLC 825 N Capitol Ave Indianapolis IN 46204	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Homeland Insurance Company of New York		
	INSURER B: American Casualty Company		
	INSURER C: Continental Casualty Company		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER: CL1962808787

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X		7930082260001	6/30/2019	6/30/2020	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 250,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$ 2,000,000
<input checked="" type="checkbox"/> POLICY	<input type="checkbox"/> PRO-JECT	<input type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG	\$ 2,000,000
OTHER:								\$
B	AUTOMOBILE LIABILITY	X		6049642402	6/30/2019	6/30/2020	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident)	\$
								\$
A	UMBRELLA LIAB	<input checked="" type="checkbox"/>	OCCUR	7930082270001	6/30/2019	6/30/2020	EACH OCCURRENCE	\$ 4,000,000
	EXCESS LIAB	<input type="checkbox"/>	CLAIMS-MADE				AGGREGATE	\$ 4,000,000
	DED		RETENTION \$					\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	6049642433	6/30/2019	6/30/2020	<input checked="" type="checkbox"/> PER STATUTE	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Contractors Pollution Liab			7930082260001	6/30/2019	6/30/2020	Per Loss	1,000,000
A	Professional Liability			7930082260001	6/30/2019	6/30/2020	Per Loss	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Appleton, and its officers, council members, agents, employees and authorized volunteers are included as Additional Insured with respects to General Liability, Auto Liability, and Excess Liability.

CERTIFICATE HOLDER

CANCELLATION

City of Appleton
100 N Appleton St
Appleton, WI 54911

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Steve Felker/ADR

© 1988-2014 ACORD CORPORATION. All rights reserved.

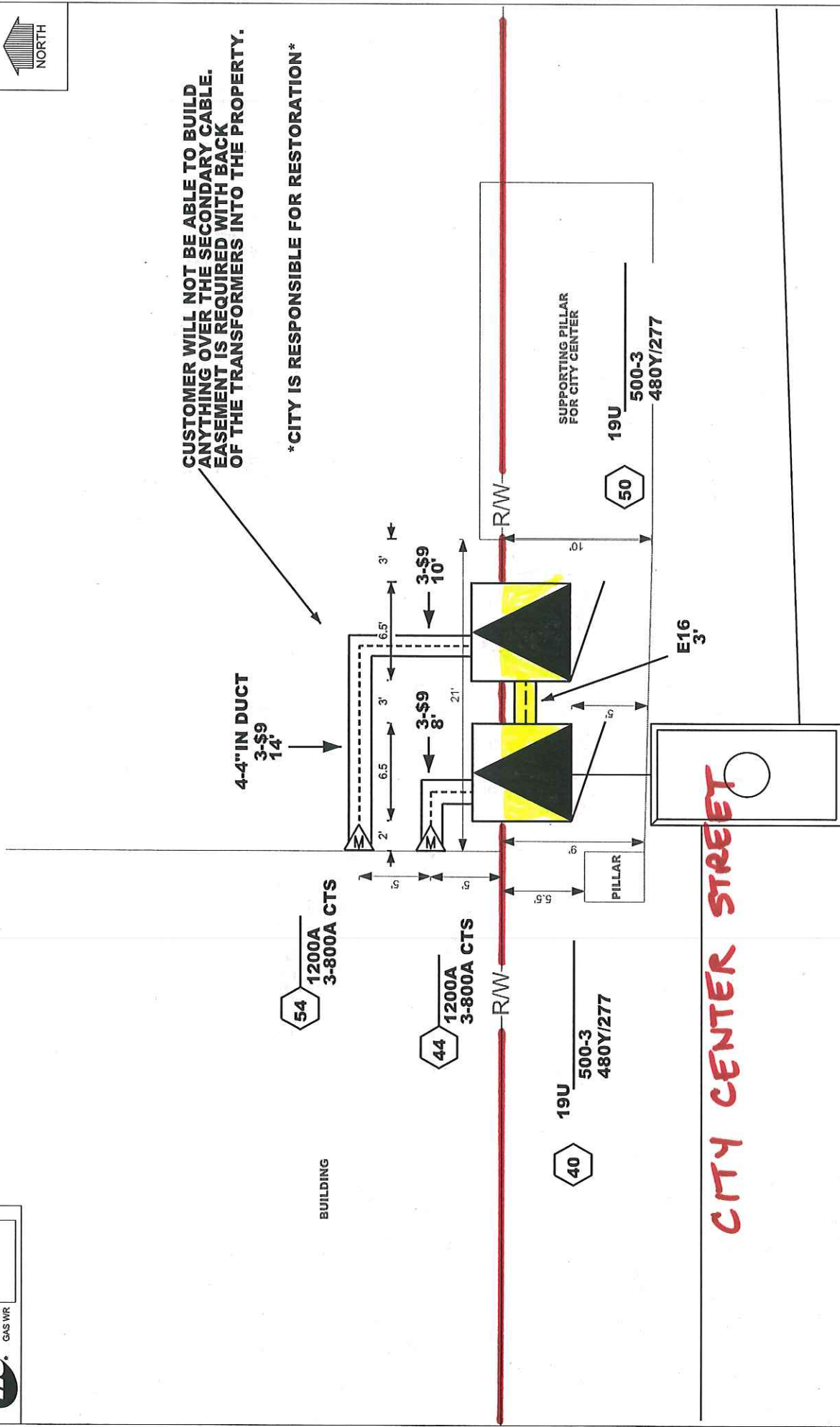


ELEC WR WI 4422621
 GAS WR



CUSTOMER WILL NOT BE ABLE TO BUILD ANYTHING OVER THE SECONDARY CABLE. EASEMENT IS REQUIRED WITH BACK OF THE TRANSFORMERS INTO THE PROPERTY.

CITY IS RESPONSIBLE FOR RESTORATION



10/15/2019 11:47:47 AM U:\Data\Work Management\Fox Valley\Wisc\4422621\4422621 SKETCH 2.dgn
 MH592008
 SHEET NO.
 3 OF 3



**DISTRIBUTION EASEMENT
UNDERGROUND**

Document Number

WR NO. 4387913 & 4422621 IO NO. 12596

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **CITY OF APPLETON, a Wisconsin municipal corporation**, hereinafter referred to as "Grantor", owner of land, hereby grants and warrants to **WISCONSIN ELECTRIC POWER COMPANY, a Wisconsin corporation doing business as We Energies**, hereinafter referred to as "Grantee", a permanent easement upon, within, beneath, over and across a part of Grantor's land hereinafter referred to as "easement area".

The easement area is described as a **strip of land Twelve (12) Feet in width, being part of Lot Two (2), Block 27, APPLETON PLAT**, according to the recorded Assessor's Map of said City; said land being more particularly described in that certain **Quit Claim Deed** recorded in the office of the Register of Deeds for Outagamie County in **J 5940, I 17, Document No. 876209**.

The location of the easement area with respect to Grantor's land is as shown on the attached drawing, marked Exhibit "A", and made a part of this document.

RETURN TO:
We Energies
PROPERTY RIGHTS & INFORMATION GROUP
231 W. MICHIGAN STREET, ROOM P129
PO BOX 2046
MILWAUKEE, WI 53201-2046

312027200
(Parcel Identification Number)

1. **Purpose:** The purpose of this easement is to construct, install, operate, maintain, repair, replace and extend underground utility facilities, conduit and cables, electric pad-mounted transformers, manhole, electric pad-mounted switch-fuse units, electric pad-mounted vacuum fault interrupter, concrete slabs, power pedestals, riser equipment, terminals and markers, together with all necessary and appurtenant equipment under and above ground as deemed necessary by Grantee, all to transmit electric energy, signals, television and telecommunication services, including the customary growth and replacement thereof. Trees, bushes, branches and roots may be trimmed or removed so as not to interfere with Grantee's use of the easement area.
2. **Access:** Grantee or its agents shall have the right to enter and use Grantor's land with full right of ingress and egress over and across the easement area and adjacent lands of Grantor for the purpose of exercising its rights in the easement area.
3. **Buildings or Other Structures:** Grantor agrees that no structures will be erected in the easement area or in such close proximity to Grantee's facilities as to create a violation of all applicable State of Wisconsin electric codes or any amendments thereto.
4. **Elevation:** Grantor agrees that the elevation of the ground surface existing as of the date of the initial installation of Grantee's facilities within the easement area will not be altered by more than 4 inches without the written consent of Grantee.
5. **Restoration:** Grantee agrees to restore or cause to have restored Grantor's land, as nearly as is reasonably possible, to the condition existing prior to such entry by Grantee or its agents. This restoration, however, does not apply to the initial installation of said facilities or any trees, bushes, branches or roots which may interfere with Grantee's use of the easement area.
6. **Exercise of Rights:** It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised until some time in the future, and that none of the rights herein granted shall be lost by non-use.
7. **Binding on Future Parties:** This grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.
8. **Easement Review:** Grantor acknowledges receipt of materials which describe Grantor's rights and options in the easement negotiation process and furthermore acknowledges that Grantor has had at least 5 days to review this easement document or voluntarily waives the five day review period.

9. **Indemnification:** Grantee shall indemnify and hold Grantor harmless from and against any and all liability for personal injuries, property damages, or loss of life resulting from, or any way connected with the condition or use of the above-described land or any mean of ingress to or egress from such land except liability caused solely by the negligence of the Grantor.

The grant of this Easement to place certain facilities in the property belonging to the Grantor is conditioned upon Grantee obtaining all permits, licenses, franchises and permission required under federal, state or local law prior to the commencement or the use of the facilities to provide any video programming or other programming services, as those terms are defined by 47 U.S.C. Section 522, as amended, to subscribers in the City. Further, Grantees agree they will not use the facilities as part of a network occupying the public right-of-way for the provision to subscribers in the city of video programming or other programming service, as those terms are defined in 47 U.S.C. Section 522, as amended, unless they provide the city Clerk 30 days prior written notice. The granting of this Easement shall not constitute nor be construed as a grant of any permit, license, franchise or permission otherwise required under federal, state or local law.

Grantor:

CITY OF APPLETON, a Wisconsin municipal corporation

By: _____
Timothy M. Hanna, Mayor

By: _____
Kami Lynch, City Clerk

Personally came before me in _____ County, Wisconsin on _____, 2019,
the above named Timothy M. Hanna, Mayor, and Kami Lynch, City Clerk, of the CITY OF APPLETON, a Wisconsin
municipal corporation, for the municipal corporation, by its authority.

Notary Public Signature, State of Wisconsin

Notary Public Name (Typed or Printed)

(NOTARY STAMP/SEAL)

My commission expires _____

This instrument was drafted by Emily Iacchei on behalf of Wisconsin Electric Power Company, PO Box 2046, Milwaukee, Wisconsin 53201-2046.

JOHN STREET VACATION

LEGAL DESCRIPTION

All of a strip of land 60 feet in width and 101.65 feet m/l in length along its centerline and containing 6,099 square feet of land m/l and being further described by:

All that part of John Street lying between Lots 1 and 2 of Certified Survey Map No. 7281, being located in the Government Lot 5, Fractional Southwest Quarter (SW ¼) of Section 25, Township 21 North, Range 17 East, City of Appleton, Outagamie County, Wisconsin and being further described as follows:

Commencing at the Northwest corner of Lot 1 of Certified Survey Map No. 7281, being coincident with the South line of John Street and being the point of beginning;

Thence North 00°02'19" West 60.00 feet to the North line of John Street;

Thence North 89°57'41" East 101.73 feet coincident with the North line of John Street to the currently established East line of John Street;

Thence South 00°07'39" West 60.00 feet coincident with the East line of John Street to the South line thereof;

Thence South 89°57'41" West 101.56 feet coincident with the South line of John Street to the point of beginning.

See also attached Exhibit "A" for illustration.

EASEMENTS

The City of Appleton their heirs, successors and or assigns (Grantee) hereby retain an easement for any and all existing utilities and also any future utilities deemed necessary or desirable by Grantee within the vacated right of way, including but not limited to, storm sewer, drainage, sanitary sewer, watermain, gas, electric, cable and fiber-optic within the entire length and width of the above described right of way.

It is further agreed that this easement shall be a permanent easement.

It is further agreed that Grantee shall have the right to install, regrade, replace, relocate, operate, maintain, resize and repair any and all of these utilities and their associated appurtenances. It is further agreed that after installing, regrading, replacing, relocating, operating, maintaining, resizing or repairing of these utilities and their associated appurtenances Grantee shall restore unimproved surfaces such as grass, gravel and dirt on said property, as closely as possible, to the condition previously existing. Grantee shall not be required to restore or compensate for any improvements or improved surfaces such as, but not limited to, curb and gutter, hard pavements, trees, shrubs and landscaping, disturbed as a result of the maintenance activities described herein. Buildings or any other type of permanent structure shall not be placed over Grantees' facilities or in, upon or over said easement area. This easement includes the right to operate any and all equipment deemed necessary by Grantee to perform said activities. Grantee agrees that it shall give timely notice to the Grantor of routine maintenance work. Grantee shall also have the right to build and maintain a public trail in a mutually agreeable location within the vacated street area.

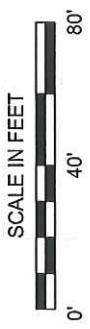
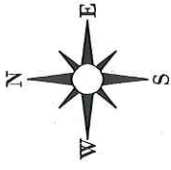
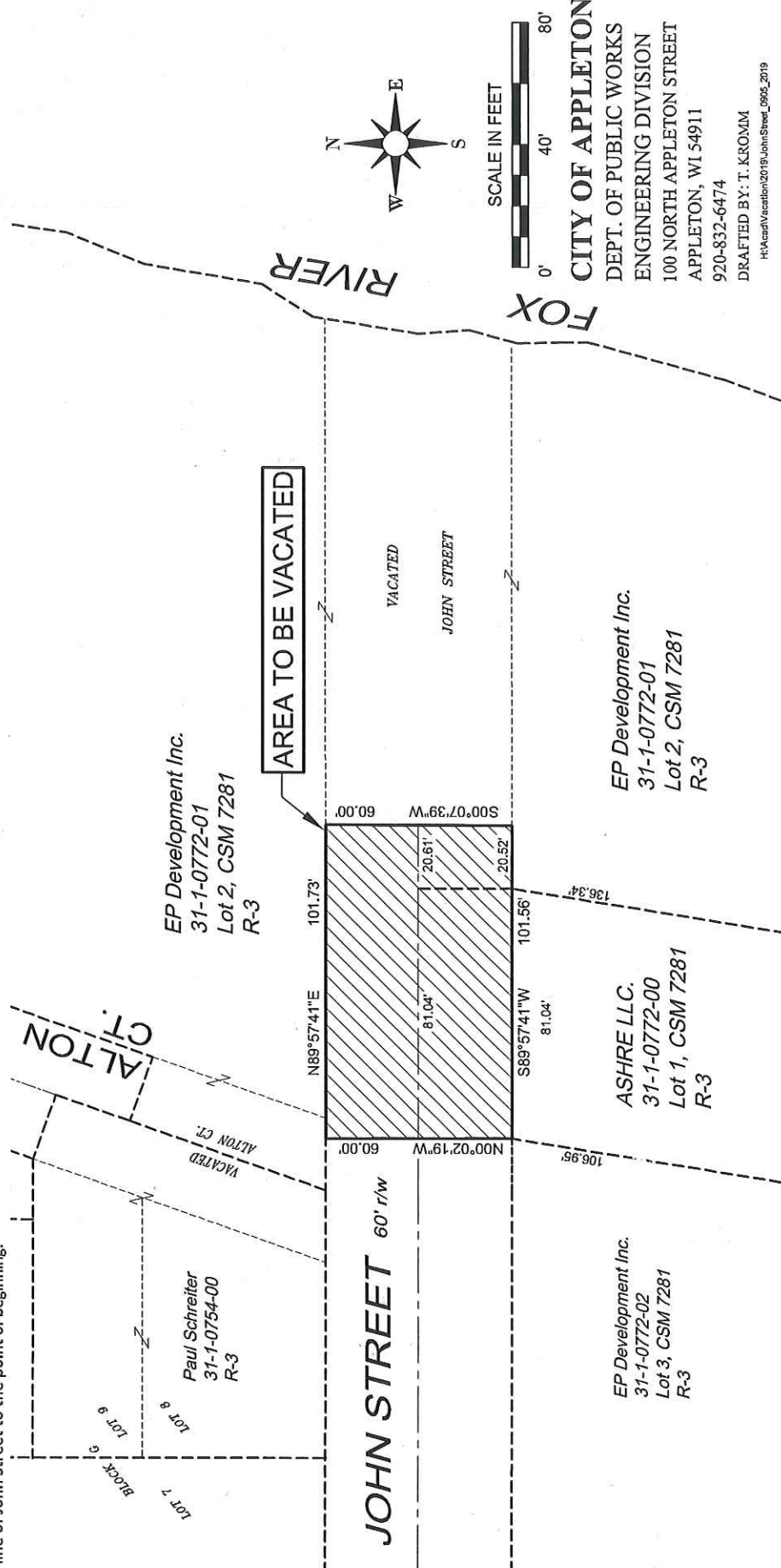
OWNERSHIP DISTRIBUTION OF THE VACATED STREET AREA

It is the intent of the City of Appleton that the new property line be drawn from the existing abutting property owner lot line to a perpendicular point on the centerline of John Street. See also the attached exhibit for additional detail.

EXHIBIT "A"

LEGAL DESCRIPTION

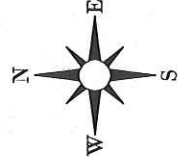
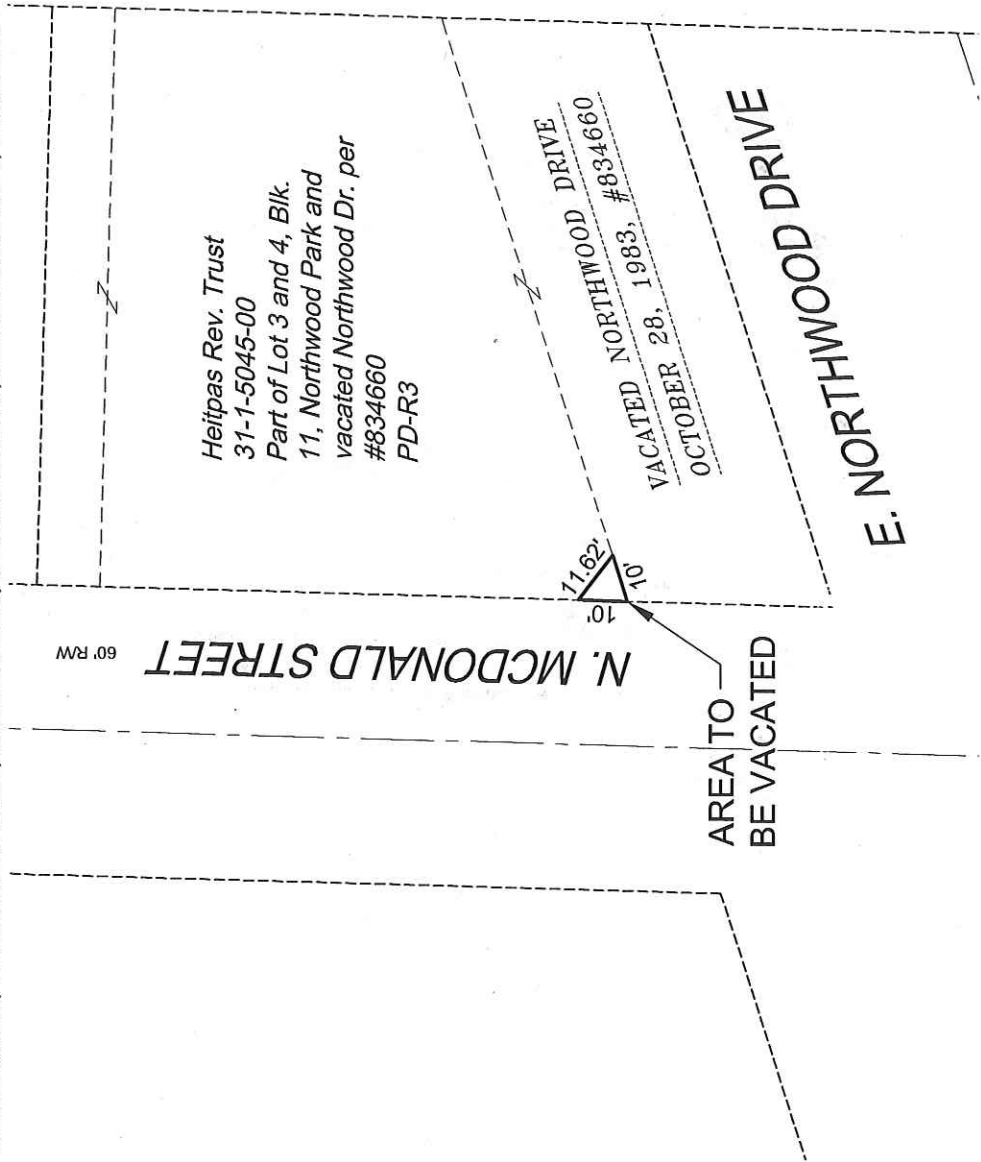
All of a strip of land 60 feet in width and 101.65 feet m/l in length along its centerline and containing 6,099 square feet of land m/l and being further described by: All that part of John Street lying between Lots 1 and 2 of Certified Survey Map No. 7281, being located in the Government Lot 5, Fractional Southwest Quarter (SW ¼) of Section 25, Township 21 North, Range 17 East, City of Appleton, Outagamie County, Wisconsin and being further described as follows: Commencing at the Northwest corner of Lot 1 of Certified Survey Map No. 7281, being coincident with the South line of John Street and being the point of beginning; Thence North 00°02'19" West 60.00 feet to the North line of John Street; Thence North 89°57'41" East 101.73 feet coincident with the North line of John Street to the currently established East line of John Street; Thence South 00°07'39" West 60.00 feet coincident with the East line of John Street to the South line thereof; Thence South 89°57'41" West 101.56 feet coincident with the South line of John Street to the point of beginning.



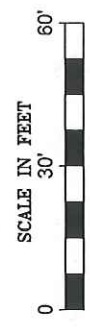
CITY OF APPLETON
 DEPT. OF PUBLIC WORKS
 ENGINEERING DIVISION
 100 NORTH APPLETON STREET
 APPLETON, WI 54911
 920-832-6474
 DRAFTED BY: T. KROMM
 H:\Kromm\Vacation\2019\JohnStreet_0905_2019

EXHIBIT "A"

ALL THAT PART OF LOT 4, BLOCK 11, NORTHWOOD PARK PLAT, DESCRIBED IN A QUIT CLAIM DEED RECORDED IN VOLUME 749 PAGE 399-400 AS DOCUMENT #601333 OF THE OUTAGAMIE COUNTY REGISTER OF DEEDS OFFICE, LOCATED IN THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 21 NORTH, RANGE 17 EAST, CITY OF APPLETON, OUTAGAMIE COUNTY, WISCONSIN.



BEARINGS ARE REFERENCED TO WISCONSIN COUNTY COORDINATES, OUTAGAMIE COUNTY
H:\Acad\Vacation\2019\Northwood_Dr_Nickonad_0550_2019



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

McDonald Street

LEGAL DESCRIPTION

All That Part of Lot 4, Block 11, **Northwood Park Plat**, described in a Quit Claim Deed recorded in Volume 749 Page 399-400 as Document #601333 of the Outagamie County Register of Deeds Office, located in the Northeast Quarter of the Southwest Quarter of Section 13, Township 21 North, Range 17 East, City of Appleton, Outagamie County, Wisconsin.

See also attached Exhibit "A" for illustration.

SNOW STORAGE LEASE AGREEMENT
BETWEEN THE CITY OF APPLETON AND CRESCENT LOFTS-APPLETON, LLC

THIS LEASE AGREEMENT ("Lease") is entered into on this ___ day of October, 2019, between the City of Appleton ("Tenant") and Crescent Lofts-Appleton, LLC ("Landlord") for the area of the Properties highlighted on Exhibit A attached hereto, for the limited purpose described herein. Landlord and Tenant may be jointly referred to herein as the parties.

Landlord: Crescent Lofts-Appleton, LLC
Attn: Andy Dumke
230 Ohio St., Suite 200
Oshkosh, WI 54902

Tenant: City of Appleton
Attn: Paula Vandehey
100 North Appleton Street
Appleton, WI 54911

Property:

1. Term. The lease term ("Term") shall commence as indicated below and shall run for the period indicated.

Start of Term: Shall commence on the date provided on the signature page

Term: Winter/Spring 2019-2020. The term shall be for the duration of snow storage and shall expire when the final snow of the winter melts.

2. Rent. Tenant shall pay Landlord rent ("Annual Rent"). The total amount paid over the entire course of this Lease shall be calculated in an amount equal to half of the annual real property taxes for the Property in the year 2020.

3. Use of Premises.

- a. Tenant will use the Property for the purpose of storing snow.
- b. At all times Tenant will avoid damaging, harming or otherwise disturbing the property. At the conclusion of the term, the Tenant agrees that it shall make all reasonable efforts to restore said property, as closely as possible, to the condition existing prior to the snow storage.

4. Termination. Landlord, at its option, may terminate this Lease as it relates to all or a portion of the Property at any time and for any reason upon ninety (90) calendar day's written notice to Tenant. In the event Landlord terminates this Lease for a portion of the Property, Tenant shall be reimbursed a prorated portion of any rent already paid for that term and subsequent Annual Rent shall be adjusted based on remaining acreage available for Tenant's use.

5. Payment. Payment of Rent will be made by check and mailed to the address listed above for the Landlord. Payment will be made on or before July 1, 2020.

6. Notice. For the purpose of this Lease, notice means a document in writing and delivered personally or by

United States certified or registered mail, postage prepaid, return receipt requested. Any notice must be delivered to the parties at their respective addresses set forth above. The date that notice shall be deemed to have been made shall be the date of delivery, when delivered personally; or the date set forth on the return receipt if sent by certified or registered mail.

7. INDEMNIFICATION. LANDLORD SHALL BE LIABLE FOR ITS OWN ACTS AND/OR NEGLIGENCE AND THE ACTS AND/OR NEGLIGENCE OF ITS INVITEES AND GUESTS, AND AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE TENANT FOR ANY LOSSES, DAMAGES, COSTS OR EXPENSES, INCLUDING LITIGATION EXPENSES (INCLUDING COURT COSTS AND ATTORNEY'S FEES) PAID OR SUSTAINED BY REASON OF THE ACT AND/OR NEGLIGENCE OF THE LANDLORD, OR ITS INVITEES AND GUESTS ARISING IN ANY WAY OUT OF THIS AGREEMENT.

8. Entry upon Premises. Landlord, its successors, assigns, contractors, agents, and/or employees shall at reasonable times have the right to enter upon the Property to install, construct, maintain, repair, replace, and operate sewer, water, gas, and electric lines, cables, poles, substations, and other appurtenant structures; provided that such installation, construction, maintenance, repair, replacement, and operation shall not materially interfere with Tenant's use of the Property.

9. Liens. Tenant shall not directly or indirectly create, or permit to be created, or permit to remain and will immediately discharge, any lien, encumbrance, or charge on, or pledge of, the Property or any part thereof or the interest of Tenant under this Lease.

10. Severability. If any provision of this Lease is held illegal or unenforceable in a judicial proceeding, such provision shall be severed and shall be inoperative, and, provided that the fundamental terms and conditions of this Lease remain legal and enforceable, the remainder of this Lease shall remain operative and binding on the parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this ____ day of October, 2019.

Crescent Lofts-Appleton, LLC, LANDLORD

Witness: Megan Burnham
Printed Name: Megan Burnham

Signature: [Signature]
Print: Andy Dumke

CITY OF APPLETON, TENANT

Witness: _____
Printed Name: _____

By: _____
Timothy M. Hanna, Mayor

Witness: _____
Printed Name: _____

By: _____
Kami Lynch, City Clerk

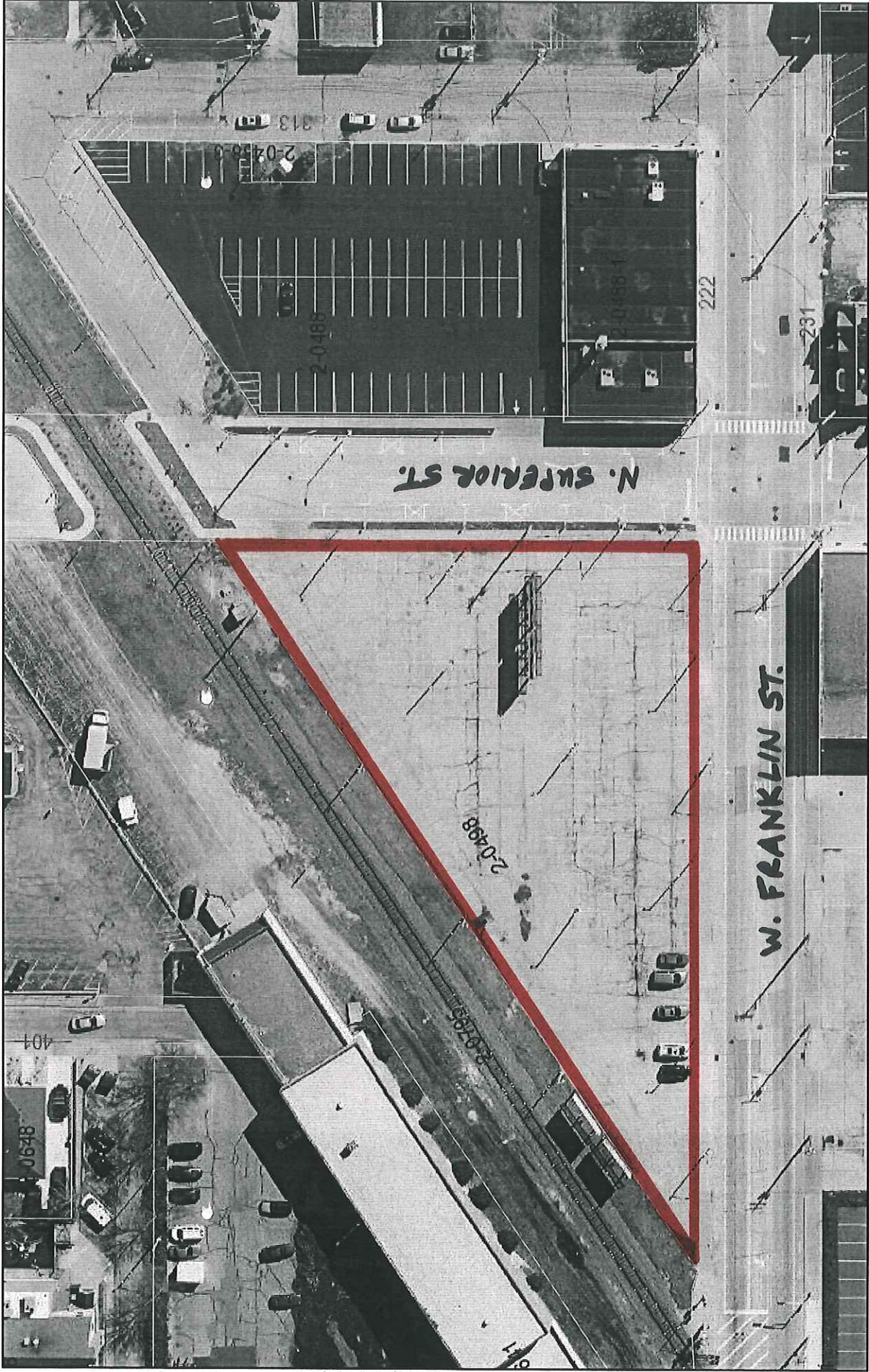
Provision has been made to pay the liability that will accrue under this contract.

Approved as to form:

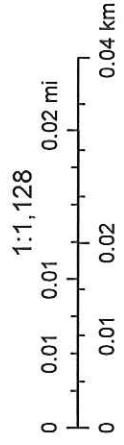
Anthony D. Saucerman, Director of Finance
CL A19-1008

James P. Walsh, City Attorney

ArcGIS Web Map



10/28/2019 11:18:49 AM



City Parcels

LIMITED LICENSE AGREEMENT

This Limited License Agreement (the "Agreement") is made as of this ____ day of _____, 2019, by and between MENARD, INC. ("Licensor") and the CITY OF APPLETON, WISCONSIN ("Licensee").

RECITALS

WHEREAS, Licensor is the fee owner of that certain parcel of land commonly known as 0 E. Express Court, Appleton, Wisconsin.

WHEREAS, Licensee desires to use a portion of the aforementioned parcel (the "Licensed Area"), generally as crosshatched on the attached Exhibit A, for snow storage.

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

AGREEMENT

NOW, THEREFORE, the parties agree as follows:

1. The license granted herein to Licensee shall commence on the date of full execution of this Agreement and terminate on June 1, 2020 (the "Term").

2. Licensor hereby grants to Licensee a non-exclusive limited license to enter upon the Licensed Area during the Term solely for the purpose of snow storage, and for no other purpose without the prior express written consent of Licensor. Licensee acknowledges and agrees that any and all activities conducted by Licensee or Licensee's employees, agents, representatives or contractors shall be solely at the risk of Licensee. **Notwithstanding the foregoing, Licensor has the right to terminate this Agreement without cause on ninety (90) days' prior written notice to Licensee.**

3. On or before July 1, 2020, Licensee shall pay Licensor a license fee equal to one half (1/2) of the ad valorem real estate taxes assessed against Outagamie County, Wisconsin tax parcel 31-4-5568-00 for the year 2019 due and payable in 2020.

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

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

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

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

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

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

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

10. Licensee shall not cause or permit any Hazardous Substance to be used, stored, generated or disposed of on or in the Licensed Area by Licensee, Licensee's agents, employees, contractors or invitees, without first obtaining Licensor's written consent. If Hazardous Substances other than those approved by Licensor herein are used, stored, generated or disposed of on or in the Licensed Area, or if the premises become

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

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

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

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

14. **Licensee may not and shall not assign this Agreement or the license and privileges hereunder, or delegate any of the Licensee's duties and obligations hereunder, without the prior written consent of Licensor and any attempted assignment or delegation without such prior written consent of Licensor shall be void.**

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

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

If to Licensor: Menard, Inc.
 Attn: Properties Division
 5101 Menard Drive
 Eau Claire, WI 54703
 Facsimile Number: (715) 876-5998
 Phone Number: (715) 876-2532
 Email: properties@menard-inc.com

If to Licensee: City of Appleton
 Attn: Paula Vandehey
 100 North Appleton Street
 Appleton, WI 54911
 Phone Number: (920) 832-6482
 Email: Paula.Vandehey@Appleton.org

Either party may by like notice at any time and from time to time designate a different address to which notices shall be sent. Such notices, demands or declarations shall be deemed sufficiently served or given for all purposes hereunder at the time they shall be mailed by United States mail, overnight courier, electronic mail, or facsimile as aforesaid.

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

[SIGNATURES APPEAR ON FOLLOWING PAGE(S)]

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

CITY OF APPLETON, LICENSEE

Witness: _____
Printed Name: _____

By: _____
Timothy M. Hanna, Mayor

Witness: _____
Printed 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

Date: _____, 2019

LICENSOR: MENARD, INC.

By: _____
Theron J. Berg
Real Estate Manager

Sec. 12-30. Public nuisances affecting peace and safety.

The following acts, omissions, places, conditions and things are hereby declared to be public nuisances affecting peace and safety, but such enumeration shall not be construed to exclude other nuisances affecting public peace or safety coming within the provisions of §12-27.

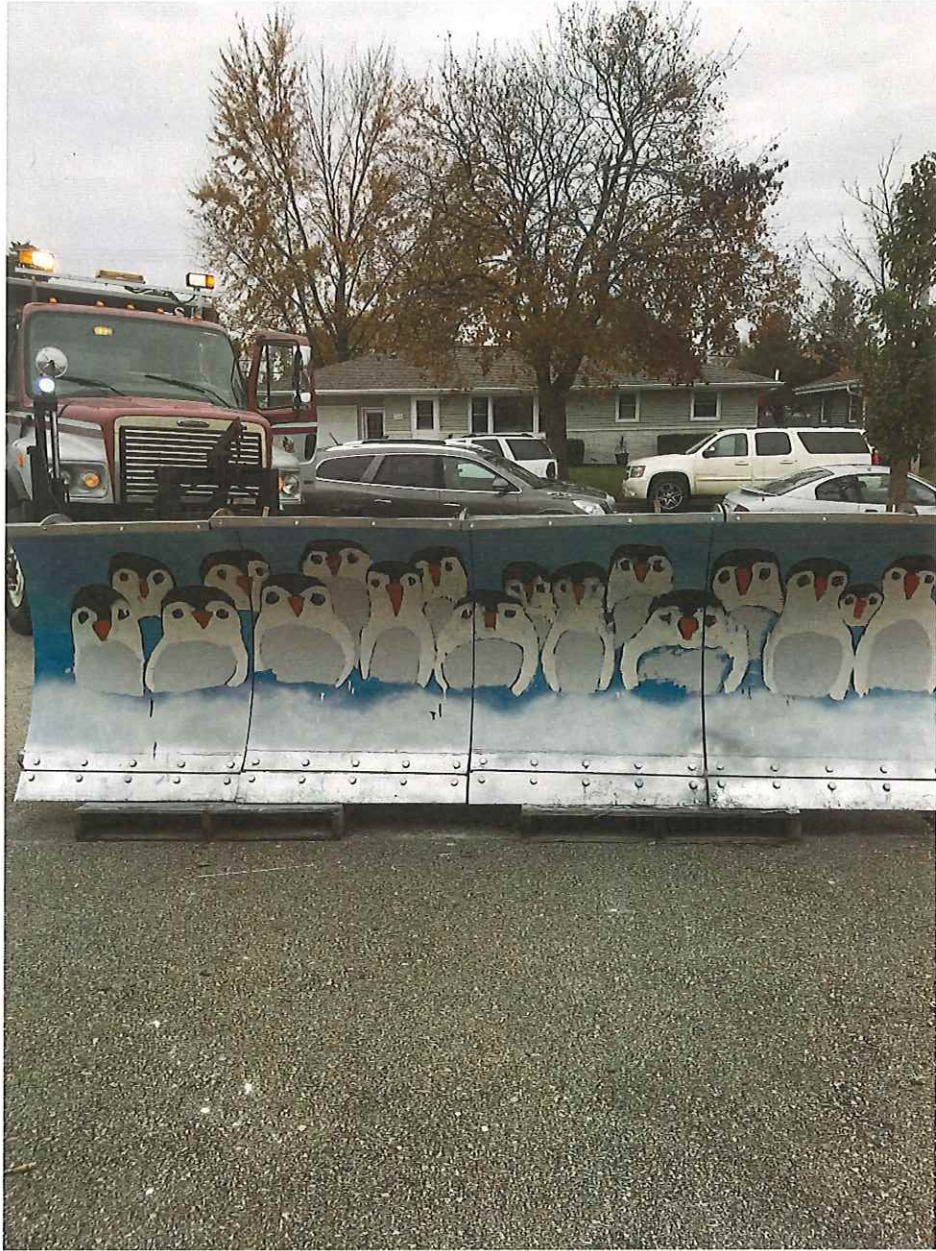
- (1) All signs and billboards, awnings and other similar structures over or near streets, sidewalks, public grounds or places frequented by the public so situated or constructed as to endanger the public safety.
- (2) All buildings erected, repaired or altered within the fire limits of the city in violation of the provisions of the ordinances of the City relating to materials and manner of construction of buildings and structures within the district.
- (3) Any unauthorized sign, signal, marking or device placed or maintained upon or in view of any public highway or railway crossing which purport to be or may be mistaken as an official traffic control device, railroad sign or signal or which because of its color, location, brilliance or manner of operation interferes with the effectiveness of any such device, sign or signal.
- (4) All trees, hedges, billboards or other obstructions which prevent persons driving vehicles on public streets, alleys or highways from obtaining a clear view of traffic when approaching an intersection or pedestrian crosswalk.
- (5) All limbs of trees, hedges, bushes or plantings which project over and less than fourteen (14) feet above any public street, or over and less than ten (10) feet above any public sidewalk, or other public place.
- (6) All trees which are a menace to public safety or are the cause of substantial annoyance to the general public.
- (7) All use or display of fireworks except as provided by the laws of the State and ordinances of the City.
- (8) All buildings or structures so old, dilapidated or out of repair as to be dangerous, unsafe, unsanitary or otherwise unfit for human use.
- (9) All wires over streets, alleys or public grounds which are strung less than fifteen (15) feet above the surface thereof.
- (10) The keeping or harboring of any animal or fowl which by frequent or habitual howling, yelping, barking, crowing or making of other noises greatly annoys or disturbs a neighborhood or any considerable number of persons within the city.
- (11) All obstructions of streets, alleys, sidewalks or crosswalks and all excavations in or under streets, alleys, sidewalks or crosswalks, except as permitted by the ordinances

of the City, or obstructions which, although made in accordance with such ordinances, are kept or maintained for an unreasonable or illegal length of time after the purpose thereof has been accomplished or which do not conform to the permit.

- (12) All open and unguarded pits, wells, excavations or unused basements freely accessible from any public street, alley or sidewalk.
- (13) Any unauthorized or unlawful use of property abutting on a public street, alley or sidewalk, or use of a public street, alley or sidewalk which causes large crowds of people to gather, obstructing traffic and free use of the streets or sidewalks.
- (14) Repeated or continuous violations of the ordinances of the City or laws of the State relating to the storage of flammable liquids.
- (15) All snow and ice not removed or sprinkled with a material which accelerates melting or prevents slipping as provided in §16-10.
- (16) All junked, disassembled, inoperable or wrecked motor vehicles, or parts thereof, which have been allowed to remain outside of any building upon public or private property for a period in excess of three (3) days, unless in connection with an automotive sales or repair business located in a properly zoned area.
- (17) Any construction debris or materials, unsightly debris, trash, wood, brick, washing machines, refrigerators or junk such as may tend to depreciate property values or be detrimental to the appearance, neatness and cleanliness of the neighborhood, provided that nothing in this subsection shall prohibit reasonable storage of construction materials during the construction of any building or structure.
- (18) All motor vehicles allowed to remain outside of a building on private or public land which are not currently licensed or operable.
- (19) All leaves and other yard waste debris blocking the safe passage of any sidewalk.



Edna Ferber



Huntley



Janet Berry



Houdini



Edison



Richmond Elementary



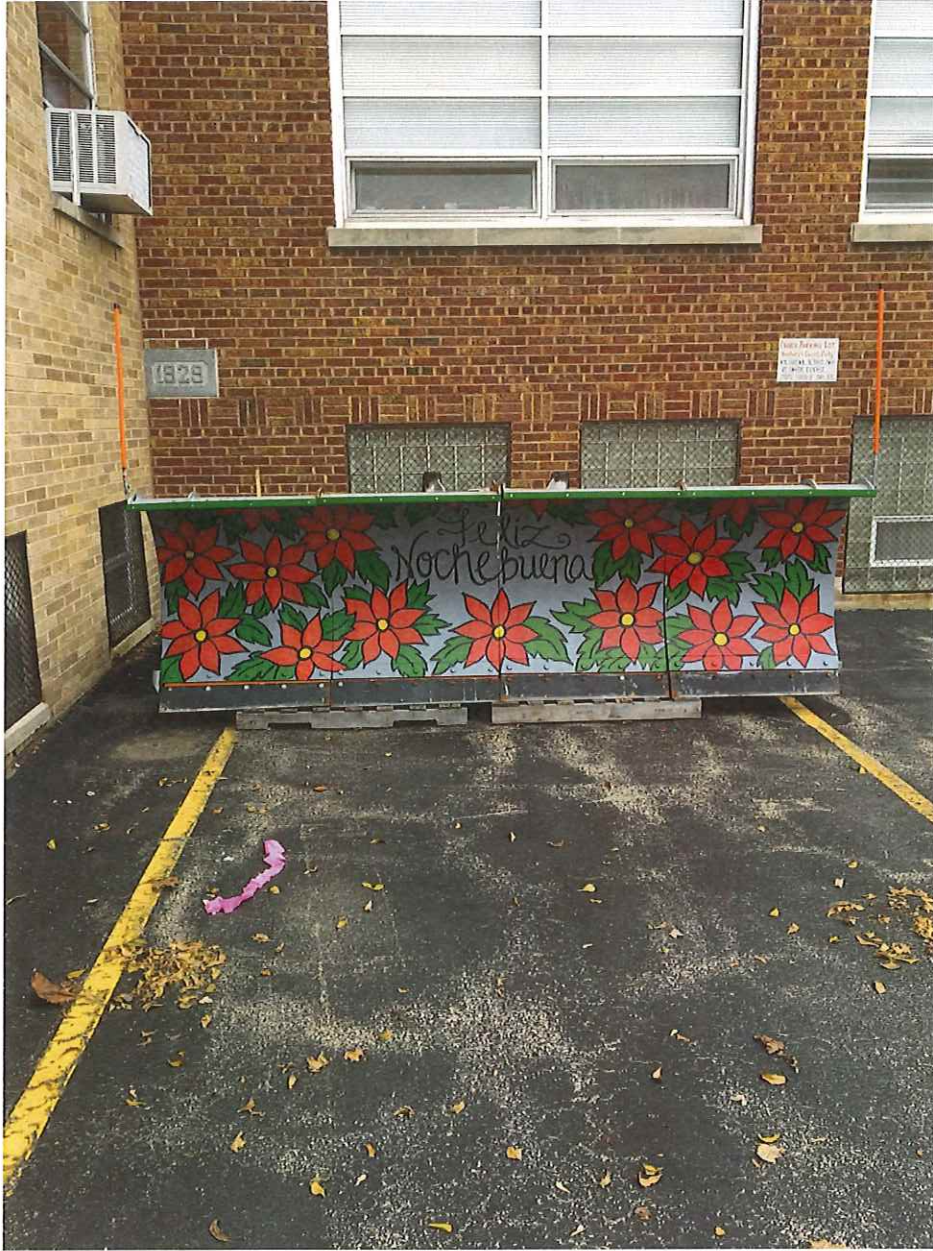
Foster



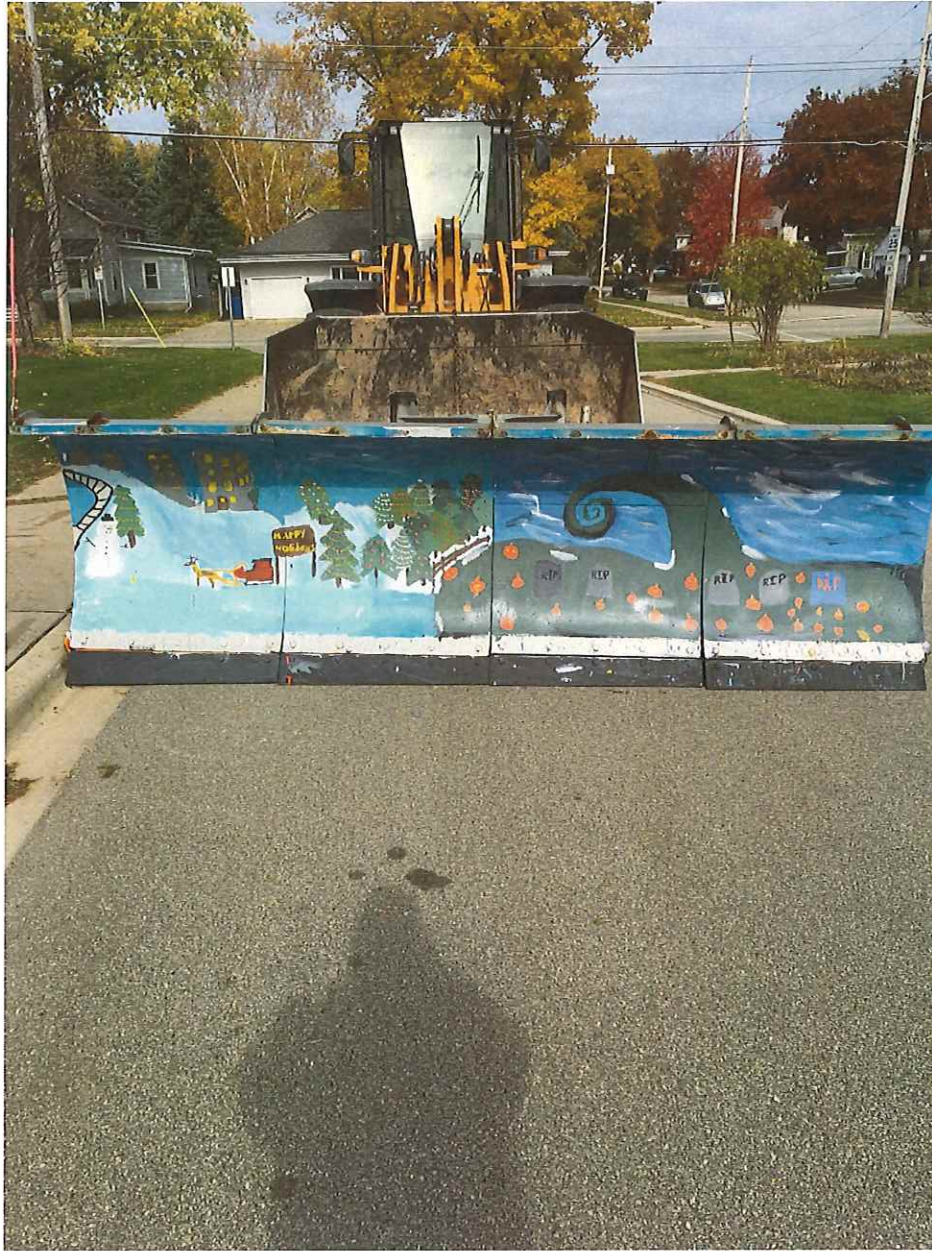
Franklin



Columbus



Appleton Bilingual



Jefferson

Department of Public Works Inspections Division

Permit Summary Count YTD Comparison

01/01/19 Thru 10/31/19

Report Date: 11/1/2019



Permit Type	Year Issued	Permit Count	Total Estimated Cost	Total Receipt Amount
BUILDING	2018	818	54,966,852	225,255.88
	2019	898	159,794,098	253,285.31
		9.78 %	190.71 %	12.44 %
DISPLAY SIGN	2018	114	828,940	4,549.08
	2019	116	571,492	4,725.00
		1.75 %	-31.06 %	3.87 %
ELECTRICAL	2018	672	8,037,250	96,599.29
	2019	633	9,201,823	140,142.23
		-5.80 %	14.49 %	45.08 %
EROSION CNTL	2018	37		5,050.00
	2019	40		4,550.00
		8.11 %	%	-9.90 %
HEATING	2018	756	10,050,755	64,668.25
	2019	735	9,192,209	60,123.18
		-2.78 %	-8.54 %	-7.03 %
PLAN REVIEW	2018	87		34,510.00
	2019	103		38,110.00
		18.39 %	%	10.43 %
PLUMBING	2018	384	5,888,114	25,696.00
	2019	468	10,390,000	36,202.03
		21.88 %	76.46 %	40.89 %
SEWER	2018	186	1,275,672	30,005.00
	2019	173	886,756	16,325.00
		-6.99 %	-30.49 %	-45.59 %
WELL	2018	16		640.00
	2019	2		80.00
		-87.50 %	%	-87.50 %

Department of Public Works Inspections Division

Permit Summary Count YTD Comparison

01/01/19 Thru 10/31/19

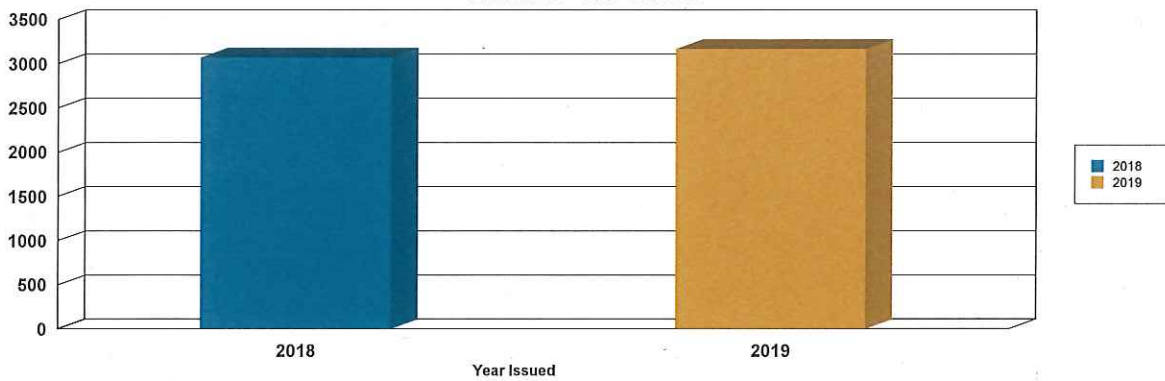
Report Date: 11/1/2019



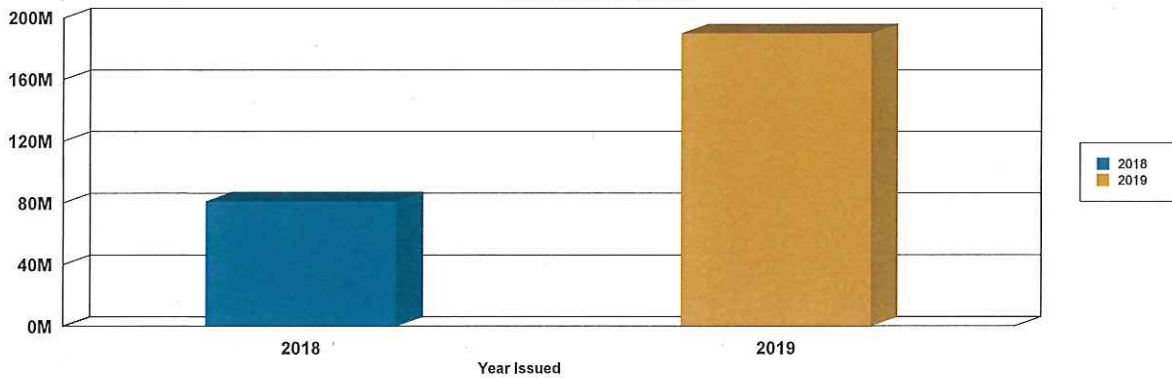
"...meeting community needs...enhancing quality of life."

	2018	2019
Permits	3070	3168
Estimated Cost	81,047,583.00	190,036,378.00
Receipt Amount	486,973.50	553,542.75

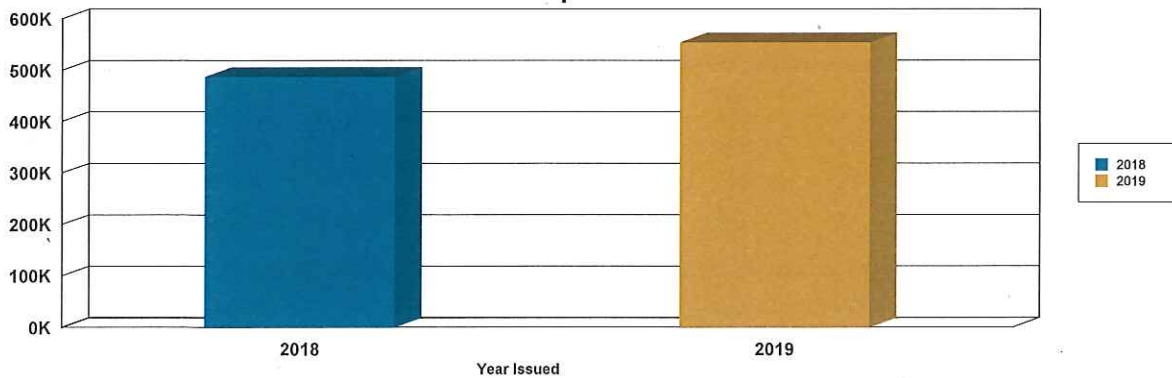
Number of Permits



Estimated Cost



Receipt Amount



State of Wisconsin
DEPARTMENT OF NATURAL RESOURCES
101 S. Webster Street
Box 7921
Madison WI 53707-7921

Tony Evers, Governor
Preston D. Cole, Secretary
Telephone 608-266-2621
Toll Free 1-888-936-7463
TTY Access via relay - 711



October 25, 2019

Paula Vandehey
Director of Public Works
City of Appleton
100 N Appleton Street
Appleton, WI 54911-4704

SUBJECT: Fiscal Year 2020 Urban Forestry Catastrophic Storm Grant Agreement
► **REQUIRES IMMEDIATE ATTENTION & SIGNATURE** ◀

Dear Ms. Vandehey:

Congratulations! On behalf of the Governor, we are pleased to forward to you an agreement for financial assistance from the Urban Forestry Catastrophic Storm Grant Program. In addition to the award amount noted below, the Department is seeking additional funding to further assist communities with their urban forestry storm damage. Your community will be contacted if additional funds become available.

<u>Project No.</u>	<u>Project Name</u>	<u>Sponsor</u>	<u>State Award</u>
20UFCS002	CITY OF APPLETON-STATE OF EMERGENCY	City of Appleton	\$8,428.19

As the Authorized Representative, within 30 business days, please print, review, sign, date and return the grant agreement to DNRURBANFORESTRYGRANTS@WI.GOV.

Retain copies for your file. Funds will be encumbered when the above-referenced documents are returned.

- **The period covered by this agreement: July 19, 2019 through December 31, 2020.**
Project costs incurred prior to or after will not be eligible for reimbursement.

All work must be completed within the grant period and in accordance with the terms of the agreement. Note the grant conditions contained in the agreement.

Changes cannot be made to the approved project scope, time period, and/or budget without prior approval from the Department. Contact Tracy Salisbury at Tracy.Salisbury@wisconsin.gov if you have any questions.

Check your local procedures to ensure you comply with all applicable state and federal laws regarding competitive bidding and awarding. If you have any questions regarding bidding and/or awarding procedures, contact your organization or agency's attorney for advice. The *Procurement Guide for Local Governments Receiving Grants (State or Federal)* from the Wisconsin Department of Natural Resources explains the department's general bidding and contracting standards for grant projects and is available at:
<http://dnr.wi.gov/aid/documents/procurementguide.pdf>

There may be other enclosures depending on the conditions listed in this grant agreement. **Read the special conditions carefully.** Please note that any work performed by a consultant or other service provider totaling \$25,000 or more requires a written contract. The contract should specify the financial terms, contract duration and

GRANT CONDITIONS

NOTICE: Collection of this information is authorized under s. 26.145, Wis. Stats., and chapter NR 47, subchapters I and V, and XII, Wis. Admin. Code. Personally identifiable information will be used for managing grants and is not intended to be used for other purposes.

Sponsor <p style="text-align: center;">City of Appleton</p>	Project Number <p style="text-align: center;">20UFCS002</p>
---	---

Project Title

CITY OF APPLETON-STATE OF EMERGENCY

Period Covered by This Agreement <p style="text-align: center;">July 19, 2019 through December 31, 2020</p>	Name of Program <p style="text-align: center;">Urban Forestry Catastrophic Storm Grant Program</p>
---	--

Project Scope and Description of Project

The City of Appleton shall participate in the Urban Forestry Catastrophic Storm Grant Program by providing the following items as described in the project application.

Project Description: STATE OF EMERGENCY - EXECUTIVE ORDER #35 IN RESPONSE TO EXTREME SEVERE STORM WEATHER JULY 18,2019

Scope Details:

Tree Maint, Planting
Tree Maint, Removal

<table> <tr> <td colspan="2">Project Cost:</td> </tr> <tr> <td style="padding-right: 20px;">Total Cost</td> <td style="text-align: right; border-bottom: 1px solid black;">\$8,428.19</td> </tr> <tr> <td>Fund Support</td> <td style="text-align: right; border-bottom: 1px solid black;">100%</td> </tr> <tr> <td>State Aid Amount</td> <td style="text-align: right; border-bottom: 1px solid black;">\$8,428.19</td> </tr> <tr> <td>Sponsor Share</td> <td style="text-align: right; border-bottom: 1px solid black;">\$.00</td> </tr> </table>	Project Cost:		Total Cost	\$8,428.19	Fund Support	100%	State Aid Amount	\$8,428.19	Sponsor Share	\$.00	<p>The following documents are hereby incorporated into and made part of this agreement:</p> <ol style="list-style-type: none"> 1. Chapter NR 47, Subchapters I, V and XII, Wisconsin Administrative Code 2. Urban Forestry Catastrophic Storm Grant Application and attachments dated September 11, 2019 3. Executive Order #35 Relating to Declaring a State of Emergency in Response to Extreme Severe Storm Weather
Project Cost:											
Total Cost	\$8,428.19										
Fund Support	100%										
State Aid Amount	\$8,428.19										
Sponsor Share	\$.00										