



City of Appleton

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

Meeting Agenda - Final-revised Common Council

Wednesday, June 19, 2019

7:00 PM

Council Chambers

- A. CALL TO ORDER
- B. INVOCATION
- C. PLEDGE OF ALLEGIANCE TO THE FLAG
- D. ROLL CALL OF ALDERPERSONS
- E. ROLL CALL OF OFFICERS AND DEPARTMENT HEADS
- F. APPROVAL OF PREVIOUS COUNCIL MEETING MINUTES

[19-0862](#) Common Council Meeting Minutes of June 5, 2019

Attachments: [CC Minutes 6-5-19.pdf](#)

- G. BUSINESS PRESENTED BY THE MAYOR

[19-0864](#) Children's Week Proclamation

[19-0865](#) National Pollinator Week Proclamation

[19-0866](#) Myasthenia Gravis Awareness Month Proclamation

[19-0878](#) LGBTQ+ Month Proclamation

[19-0868](#) Parade Committee Awards

[19-0869](#) Plan Commission Appointment

Attachments: [APPT TO PLAN COMM Sabrina Robins 061919.pdf](#)

- H. PUBLIC PARTICIPATION

- I. PUBLIC HEARINGS
- J. SPECIAL RESOLUTIONS
- K. ESTABLISH ORDER OF THE DAY
- L. COMMITTEE REPORTS
- 1. **MINUTES OF THE MUNICIPAL SERVICES COMMITTEE**

[19-0731](#) Approve Secure Bicycle Parking Policy.

Attachments: [Secure Bicycle Parking Policy.pdf](#)

Legislative History

| | | |
|---------|---------------------------------|--------------------------|
| 6/10/19 | Municipal Services Committee | recommended for approval |
|---------|---------------------------------|--------------------------|

[19-0743](#) Approve Motorcycle/Moped Parking Policy.

Attachments: [Motorcycle-Moped Parking Policy.pdf](#)

Legislative History

| | | |
|---------|---------------------------------|--------------------------|
| 6/10/19 | Municipal Services Committee | recommended for approval |
|---------|---------------------------------|--------------------------|

[19-0747](#) Request from Gabriel Lofts for a Street Occupancy Permit for a portion of the Alley, Morrison Street, and College Avenue during demolition and earth retention work. Once this phase is completed, a pedestrian zone will be created along College Avenue for the duration of the project (anticipated completion date no later than end of 2020).

Attachments: [Gabriel Lofts-Street Occupancy Permit.pdf](#)

Legislative History

| | | |
|---------|---------------------------------|--------------------------|
| 6/10/19 | Municipal Services Committee | recommended for approval |
|---------|---------------------------------|--------------------------|

[19-0749](#) Approve increasing Street Excavation Permits from \$40 to \$100 as part of the 2020 Budget with a January 1, 2020 implementation date.

Attachments: [Proposals for 2020 Budget consideration.pdf](#)

Legislative History

| | | |
|---------|---------------------------------|--------------------------|
| 6/10/19 | Municipal Services Committee | recommended for approval |
|---------|---------------------------------|--------------------------|

Item 19-0749 Amend to \$250. Motion by Croatt, 2nd by Coenen. Passed 4-0

[19-0750](#) Approve a \$.0.50 fee/week for the 30 gallon refuse carts as part of the 2020 Budget with a January 1, 2020 implementation date.

Attachments: [Proposals for 2020 Budget consideration.pdf](#)

Legislative History

| | | |
|---------|------------------------------|--------------------------|
| 6/10/19 | Municipal Services Committee | recommended for approval |
|---------|------------------------------|--------------------------|

[19-0751](#) Approve increasing monthly parking permits from \$30/month to \$40/month as part of the 2020 Budget with a January 1, 2020 implementation date.

Attachments: [Proposals for 2020 Budget consideration.pdf](#)

Legislative History

| | | |
|---------|------------------------------|--------------------------|
| 6/10/19 | Municipal Services Committee | recommended for approval |
|---------|------------------------------|--------------------------|

[19-0752](#) Approve the elimination of the City's Commercial Recycling Program as part of the 2020 Budget with a January 1, 2020 implementation date.

Attachments: [Proposals for 2020 Budget consideration.pdf](#)

Legislative History

| | | |
|---------|------------------------------|--------------------------|
| 6/10/19 | Municipal Services Committee | recommended for approval |
|---------|------------------------------|--------------------------|

[19-0754](#) Approve Inter-Governmental Agreement with Outagamie County and the Town of Grand Chute for Prospect Avenue Reconstruction between Seminole Road and Bartell Drive.

Attachments: [Inter-Governmental Agreement-Outagamie Cty and the Town of Grand Chute.p](#)

Legislative History

| | | |
|---------|------------------------------|--------------------------|
| 6/10/19 | Municipal Services Committee | recommended for approval |
|---------|------------------------------|--------------------------|

2. MINUTES OF THE SAFETY AND LICENSING COMMITTEE

[19-0614](#) Reserve "Class B" Liquor application of Jai Sung Mah, located at 122 W. Wisconsin Ave, Nusara Yang, Owner.

Attachments: [Liquor License-Jai Sung Mah.pdf](#)

[Denial- Yang 2019.pdf](#)

Legislative History

| | | |
|---------|--------------------------------|--|
| 4/24/19 | Safety and Licensing Committee | recommended for approval |
| 5/1/19 | Common Council | referred to the Safety and Licensing Committee |

This item was referred back to committee by Alderperson Spears.

| | | |
|---------|--------------------------------|------------------------|
| 5/8/19 | Safety and Licensing Committee | held |
| 5/22/19 | Safety and Licensing Committee | held |
| 6/12/19 | Safety and Licensing Committee | recommended for denial |

[19-0829](#)

2019 Class "B" Beer License renewal application for Jai Sung Mah Pool Club, Nusara Yang, owner, located at 122 W. Wisconsin Ave.

Attachments: [2019 Renewal for Jai Sung Mah Pool Club-Beer License.docx](#)
[Denial- Yang 2019.pdf](#)

Legislative History

| | | |
|---------|--------------------------------|--------------------------|
| 6/12/19 | Safety and Licensing Committee | recommended for approval |
|---------|--------------------------------|--------------------------|

[19-0791](#)

Approval of additional 2019-2020 Beer/Liquor License renewals contingent upon approval from all departments by 12:00 p.m. on June 28, 2019.

Attachments: [Late Renewals- Updated 6-11-19.pdf](#)

Legislative History

| | | |
|---------|--------------------------------|--------------------------|
| 6/12/19 | Safety and Licensing Committee | recommended for approval |
|---------|--------------------------------|--------------------------|

[19-0818](#)

2019 Cigarette/Tobacco License Renewals

Attachments: [2019 Cigarette renewals-S&L 6-12-19.pdf](#)

Legislative History

| | | |
|---------|--------------------------------|--------------------------|
| 6/12/19 | Safety and Licensing Committee | recommended for approval |
|---------|--------------------------------|--------------------------|

[19-0771](#)

Pet Store License renewal application for Petco #1656, located at 3829 E. Calumet St.

Attachments: [Petco -1656 S&L 6-12-19.pdf](#)

Legislative History

| | | |
|---------|--------------------------------|--------------------------|
| 6/12/19 | Safety and Licensing Committee | recommended for approval |
|---------|--------------------------------|--------------------------|

[19-0784](#)

Salvage Dealer's License renewal application for Green Meadow Recycling, Inc, located at 2220 W. Everett St, contingent upon approvals from all departments.

Attachments: [Green Meadow Recycling S&L 6-12-19.pdf](#)

Legislative History

| | | |
|---------|--------------------------------|--------------------------|
| 6/12/19 | Safety and Licensing Committee | recommended for approval |
|---------|--------------------------------|--------------------------|

[19-0785](#) Temporary Premise Amendment application for Tempest Coffee Collective, located at 181 S. Riverheath Way Ste 1100, on July 13 and September 21, 2019, contingent upon approvals from all departments.

Attachments: [Tempest Coffee Colletive.pdf](#)

Legislative History

6/12/19 Safety and Licensing recommended for approval
Committee

[19-0816](#) Salvage Dealer's License renewal application for Appleton Aluminum Recycling Inc, located at 300 N Kensington Dr, contingent upon approval from all departments.

Attachments: [Appleton Aluminum Recycling S&L 6-12-19.pdf](#)

Legislative History

6/12/19 Safety and Licensing recommended for approval
Committee

[19-0822](#) Operator's Licenses

Attachments: [Operator's Licenses for 6-12-19 S & L.pdf](#)

Legislative History

6/12/19 Safety and Licensing recommended for approval
Committee

[19-0823](#) Renewal Operator's Licenses

Attachments: [RENEWAL Operator Licenses for 6-12-19 s & L.pdf](#)

Legislative History

6/12/19 Safety and Licensing recommended for approval
Committee

[19-0826](#) Taxi Cab Company Renewal License application of Atlas Taxi, Matthew J. Hyde, 1125 W Main St Lot 17, Little Chute, WI 54140.

Attachments: [Atlas Taxi.pdf](#)

Legislative History

6/12/19 Safety and Licensing recommended for approval
Committee

[19-0827](#) Taxi Cab Company Renewal License application of Dynasty Limousine Service, LLC, Diana Wolters, 314 E Wilson Ave.

Attachments: [Dynasty Limo.pdf](#)

Legislative History

6/12/19 Safety and Licensing recommended for approval
Committee

[19-0828](#) Salvage Dealer's License renewal application for Mach IV Motors LLC, located at 600 E Hancock St, contingent upon approvals from all departments.

Attachments: [Mach IV Motors S&L 6-12-19.pdf](#)

Legislative History

| | | |
|---------|--------------------------------|--------------------------|
| 6/12/19 | Safety and Licensing Committee | recommended for approval |
|---------|--------------------------------|--------------------------|

[19-0832](#) Taxi Cab Company Renewal License application fro LIR Transportation (Fox Valley Cab), Igor Leykin, 719 W Frances St, Appleton, WI 54914

Attachments: [LIR Transportation.pdf](#)

Legislative History

| | | |
|---------|--------------------------------|--------------------------|
| 6/12/19 | Safety and Licensing Committee | recommended for approval |
|---------|--------------------------------|--------------------------|

[19-0834](#) Salvage Dealer's License renewal application for Mr C's Motorcycles LLC, located at 724 S Outagamie St, contingent upon approvals from all departments.

Attachments: [Mr Cs Motorcycles LLC S&L 6-12-19.pdf](#)

Legislative History

| | | |
|---------|--------------------------------|--------------------------|
| 6/12/19 | Safety and Licensing Committee | recommended for approval |
|---------|--------------------------------|--------------------------|

[19-0835](#) Secondhand Article Dealer License application for EcoATM, LLC, located at 511 N. Ballard Ave, contingent upon approvals from all departments.

Attachments: [EcoATM LLC - PicknSave Ballard S&L 6-12-19.pdf](#)

Legislative History

| | | |
|---------|--------------------------------|--------------------------|
| 6/12/19 | Safety and Licensing Committee | recommended for approval |
|---------|--------------------------------|--------------------------|

[19-0836](#) Secondhand Article Dealer License application for EcoATM, LLC, located at 511 West Calumet St, contingent upon approvals from all departments.

Attachments: [EcoATM LLC - PicknSave Calumet S&L 6-12-19.pdf](#)

Legislative History

| | | |
|---------|--------------------------------|--------------------------|
| 6/12/19 | Safety and Licensing Committee | recommended for approval |
|---------|--------------------------------|--------------------------|

[19-0848](#) Pet Store License renewal application for Just Pets, Craig Weborg, Person in Charge, located at 2009 N. Richmond St, contingent upon approvals from all departments.

Attachments: [Just Pets S&L 6-12-19.pdf](#)

Legislative History

6/12/19 Safety and Licensing recommended for approval
 Committee

3. MINUTES OF THE CITY PLAN COMMISSION

[19-0807](#) Request to approve the Cypress Homes - N. Haymeadow Avenue Annexation consisting of 5.518 acres m/l located south of W. Edgewood Drive and west of N. Haymeadow Avenue (E. Clearfield Lane, E. Stratford Lane and E. Wentworth Lane dead-end at the subject property), currently in the Town of Grand Chute, as shown on the attached maps, subject to the stipulation in the attached staff report

Attachments: [StaffReport Cypress Annexation For06-11-19.pdf](#)

Legislative History

6/11/19 City Plan Commission recommended for approval

4. MINUTES OF THE PARKS AND RECREATION COMMITTEE

5. MINUTES OF THE FINANCE COMMITTEE

6. MINUTES OF THE COMMUNITY AND ECONOMIC DEVELOPMENT COMMITTEE

[19-0794](#) Request to approve the 2018 Consolidated Annual Performance and Evaluation Report (CAPER) for the Community Development Block Grant (CDBG) Program

Attachments: [CAPER memo to CEDC 06-12-19.pdf](#)

[2018-2019 CAPER Draft for Public Comment.pdf](#)

Legislative History

6/12/19 Community & Economic recommended for approval
 Development Committee

[19-0819](#) ****CRITICAL TIMING**** Request to approve the Real Estate Purchase Agreement from Scannell Properties, LLC or its assigns to purchase Lots 26, 27, 28 and 29 in Southpoint Commerce Park Plat 3 and Parcel ID #31-9-5712-00, comprising a total of approximately 30.44 acres, subject to lot size as determined by survey, at a purchase price of \$1,004,520.00 (\$33,000 per acre)

Attachments: [Appleton PSA Cover Letter 6.6.19.pdf](#)

[Scannell Properties LLC OTP Memo to CEDC 6-12-19.pdf](#)

[Purchase Agreement v2 6.7.2019 Eisenhower Dr Scannell.pdf](#)

[SPCP Scannell Properties Map.pdf](#)

[SPCP Deed Restrictions.pdf](#)

Legislative History

6/12/19 Community & Economic recommended for approval
 Development Committee

[19-0830](#)

****CRITICAL TIMING**** Request to approve the Offer to Purchase from Messenger Property Management, LLC (MPM LLC) and/or assignee to purchase Lots 5 and 11 in Southpoint Commerce Park Plat 1, consisting of approximately 2.32 and 3.25 acres respectively, at a purchase price of \$222,800 (\$40,000 per acre) and staff be authorized to negotiate and execute a development or like agreement providing City investment in the project of up to 50% of the land purchase amount (50% of \$222,800 = \$111,400)

Attachments: [Messenger Property Management OTP Memo to CEDC 6-12-19.pdf](#)
[Messenger Property Management_OTP Lots 5 & 11.pdf](#)
[Messenger Property Management_OTP Lots 5 & 11 pages 4,5.pdf](#)
[SPCP Messenger Property Management Map.pdf](#)
[SPCP Deed Restrictions.pdf](#)

Legislative History

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|---------|---|--------------------------|
| 6/12/19 | Community & Economic Development Committee | recommended for approval |
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7. MINUTES OF THE UTILITIES COMMITTEE

[19-0815](#)

Amend 2019H Wetlands Delineation Contract with NES by an amount not to exceed \$2,200.

Attachments: [2019H Wetlands Delineation Amendment1 Memo Util Cmte 06-06-2019 final.pdf](#)

Legislative History

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|---------|---------------------|--------------------------|
| 6/11/19 | Utilities Committee | recommended for approval |
|---------|---------------------|--------------------------|

8. MINUTES OF THE HUMAN RESOURCES & INFORMATION TECHNOLOGY COMMITTEE

9. MINUTES OF THE FOX CITIES TRANSIT COMMISSION

10. MINUTES OF THE BOARD OF HEALTH

[19-0800](#)

Vinton Construction Noise Variance Request

Attachments: [Vinton Construction Noise Variance Request.pdf](#)

Legislative History

| | | |
|---------|-----------------|--------------------------|
| 6/12/19 | Board of Health | recommended for approval |
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[19-0801](#)

DPW Noise Variance Request

Attachments: [DPW Noise Variance Request.pdf](#)

Legislative History

| | | |
|---------|-----------------|--------------------------|
| 6/12/19 | Board of Health | recommended for approval |
|---------|-----------------|--------------------------|

[19-0802](#) ADI Lunchtime Live & Heid Summer Concert Noise Variance Request
Attachments: [ADI Lunchtime Live & Heid Summer Concert Noise Variance Request.pdf](#)

Legislative History

6/12/19 Board of Health recommended for approval

[19-0803](#) ADI Art on the Town Noise Variance Request

Attachments: [ADI Art on the Town Noise Variance Request.pdf](#)

Legislative History

6/12/19 Board of Health recommended for approval

[19-0804](#) Mile of Music 2019 Noise Variance Request

Attachments: [Mile of Music 2019 Noise Variance Request.pdf](#)

Legislative History

6/12/19 Board of Health recommended for approval

[19-0810](#) McFleshman's Apiary Appeal

Attachments: [Neighbor Notification of Apiary Permit Application.pdf](#)

[Apiary Request Objection.pdf](#)

[McFleshman's Denial Letter.pdf](#)

[Apiary Appeal.pdf](#)

Legislative History

6/12/19 Board of Health recommended for approval

M. CONSOLIDATED ACTION ITEMS

N. ITEMS HELD

O. ORDINANCES

[19-0855](#) Ordinance 68-19, Cypress Homes - Haymeadow Annexation

Attachments: [Ordinance going to Council 6-19-19.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

[19-0863](#)

Determine and approve the process by which the current aldermanic vacancy in District 15 and anticipated aldermanic vacancy in District 6 will be filled.

S. ADJOURN

Kami Lynch, City Clerk

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



City of Appleton

100 North Appleton Street
Appleton, WI 54911-4799
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Meeting Minutes - Final Common Council

Wednesday, June 5, 2019

7:00 PM

Council Chambers

A. CALL TO ORDER

The meeting was called to order by Mayor Hanna at 7:06 p.m.

B. INVOCATION

The Invocation was offered by Alderperson Lobner

C. PLEDGE OF ALLEGIANCE TO THE FLAG

D. ROLL CALL OF ALDERPERSONS

Present: 15 - Alderperson William Siebers, Alderperson Vered Meltzer, Alderperson Brad Firkus, Alderperson Joe Martin, Alderperson Katie Van Zeeland, Alderperson Rachel Raasch, Alderperson Maiyoua Thao, Alderperson Matt Reed, Alderperson Alex Schultz, Alderperson Christine Williams, Alderperson Patti Coenen, Alderperson Cathy Spears, Alderperson Kyle Lobner, Alderperson Chris Croatt and Mayor Timothy Hanna

Absent: 1 - Alderperson Keir Dvorachek

E. ROLL CALL OF OFFICERS AND DEPARTMENT HEADS

City Attorney Walsh, City Attorney Behrens, City Clerk Lynch, Director of Community & Economic Development Harkness, Director of Finance Saucerman, Fire Chief Hansen, Health Officer Eggebrecht, Director of Parks, Recreation & Facilities Gazza, Police Lt. Neff, Deputy Director of Public Works Buetow, Library Director Rortved

The following were excused:

Human Resources

Information Technology

Valley Transit

Utilities

F. APPROVAL OF PREVIOUS COUNCIL MEETING MINUTES

[19-0779](#)

Common Council Meeting Minutes of May 15, 2019

Attachments: [CC Minutes 5-15-19.pdf](#)

Alderperson Van Zeeland moved, seconded by Alderperson Lobner, that the Minutes be approved Roll Call. Motion carried by the following vote:

Aye: 14 - Alderperson William Siebers, Alderperson Vered Meltzer, Alderperson Brad Firkus, Alderperson Joe Martin, Alderperson Katie Van Zeeland, Alderperson Rachel Raasch, Alderperson Maiyoua Thao, Alderperson Matt Reed, Alderperson Alex Schultz, Alderperson Christine Williams, Alderperson Patti Coenen, Alderperson Cathy Spears, Alderperson Kyle Lobner and Alderperson Chris Croatt

Absent: 1 - Alderperson Keir Dvorachek

Abstained: 1 - Mayor Timothy Hanna

G. BUSINESS PRESENTED BY THE MAYOR

[19-0782](#) Homeownership Month Proclamation

This Proclamation was presented

[19-0783](#) Foster Care Month Proclamation

This Proclamation was presented

H. PUBLIC PARTICIPATION

*The following spoke during Public Participation:
Gwen Sargeant, 2401 W Cherokee Dr Re: Item 19-0556 Naming of Alleys
Julie Lopas, W6362 Racine Court Re: Item 19-0695 CDBG Funding*

I. PUBLIC HEARINGS

[19-0650](#) Public Hearing on Special Resolution 3-P-19; Sanitary Laterals, Storm Laterals, and Storm Main
Morrison Street - Hancock Street to Wisconsin Avenue
Winnebago Street - Oneida Street to Drew Street
Carpenter Street - Taft Avenue to Fremont Street
Prospect Avenue - Seminole Road to Haskell Street
Opechee Street at Leminwah Street
Henry Street - Warner Street to Telulah Avenue
Warner Street - Henry Street to College Avenue
Harriet Street - Walter Avenue to Telulah Avenue
Erb Street - Michigan Street to 100' N/O Michigan Street
Randall Street - Oneida Street to Meade Street

Attachments: [3-P-19 Public Hearing Notice.pdf](#)

The Public Hearing was held, there were no speakers during the hearing.

J. SPECIAL RESOLUTIONS

[19-0651](#)

Final Resolution 3-P-19 for Sanitary Laterals, Storm Laterals, and Storm Main

Attachments: [3-P-19 Final Resolution.pdf](#)

Alderson Croatt moved, seconded by Alderson Lobner, that the Resolution be approved. Roll Call. Motion carried by the following vote:

Aye: 14 - Alderson William Siebers, Alderson Vered Meltzer, Alderson Brad Firkus, Alderson Joe Martin, Alderson Katie Van Zeeland, Alderson Rachel Raasch, Alderson Maiyoua Thao, Alderson Matt Reed, Alderson Alex Schultz, Alderson Christine Williams, Alderson Patti Coenen, Alderson Cathy Spears, Alderson Kyle Lobner and Alderson Chris Croatt

Absent: 1 - Alderson Keir Dvorachek

Abstained: 1 - Mayor Timothy Hanna

K. ESTABLISH ORDER OF THE DAY

[19-0695](#)

Request to approve the REVISED 2019-2020PY Community Development Block Grant (CDBG) funding as specified in the attached community partner allocation recommendations

Attachments: [Alloc Recs Memo to CEDC Final Award 05-22-2019.pdf](#)
[Alloc Recs Memo to CEDC 11-28-18.pdf](#)
[REVISED- 2019 CDBG Summary of Recommendations.pdf](#)
[REVISED- 2019 CDBG Simple Summary of Recommendations.pdf](#)

Alderson Croatt moved, seconded by Alderson Lobner, that the revised CDBG funding be approved. Roll Call. Motion carried by the following vote:

Aye: 13 - Alderson William Siebers, Alderson Vered Meltzer, Alderson Brad Firkus, Alderson Joe Martin, Alderson Rachel Raasch, Alderson Maiyoua Thao, Alderson Matt Reed, Alderson Alex Schultz, Alderson Christine Williams, Alderson Patti Coenen, Alderson Cathy Spears, Alderson Kyle Lobner and Alderson Chris Croatt

Absent: 1 - Alderson Keir Dvorachek

Abstained: 2 - Alderson Katie Van Zeeland and Mayor Timothy Hanna

[19-0696](#)

Request to approve the Development Agreement with Fore Development LLC for improvements and development of the property located at 309 E. Washington Street, 118 N. Durkee Street, and 122 N. Durkee Street in Tax Increment Financing District No. 11

Attachments: [Memo Recommend Avant LLC Dev Agrmt.pdf](#)
[Fore Dev - Avant LLC - Dev Agrm - Clean - 05-15-2019.pdf](#)

Alderson Croatt moved, seconded by Alderson Lobner, that the Item be amended to reflect the Agreement is with Fore Development, a subsidiary of Avant, LLC. Roll Call. Motion carried by the following vote:

Aye: 14 - Alderson William Siebers, Alderson Vered Meltzer, Alderson Brad Firkus, Alderson Joe Martin, Alderson Katie Van Zeeland, Alderson Rachel Raasch, Alderson Maiyoua Thao, Alderson Matt Reed, Alderson Alex Schultz, Alderson Christine Williams, Alderson Patti Coenen, Alderson Cathy Spears, Alderson Kyle Lobner and Alderson Chris Croatt

Absent: 1 - Alderson Keir Dvorachek

Abstained: 1 - Mayor Timothy Hanna

Alderson Croatt moved, seconded by Alderson Lobner, that the Report Action Item be approved as amended. Roll Call. Motion carried by the following vote:

Aye: 14 - Alderson William Siebers, Alderson Vered Meltzer, Alderson Brad Firkus, Alderson Joe Martin, Alderson Katie Van Zeeland, Alderson Rachel Raasch, Alderson Maiyoua Thao, Alderson Matt Reed, Alderson Alex Schultz, Alderson Christine Williams, Alderson Patti Coenen, Alderson Cathy Spears, Alderson Kyle Lobner and Alderson Chris Croatt

Absent: 1 - Alderson Keir Dvorachek

Abstained: 1 - Mayor Timothy Hanna

[19-0702](#)

Request to approve the Development Agreement with 320 East College LLC for redevelopment of the property located at 320 E. College Avenue in Tax Increment Financing District No. 11

Attachments: [Memo Recommend 320 E College Ave Dev Agrmt.pdf](#)
[320 East College LLC - Dev Agrm 5-16-19 Draft 1.pdf](#)
[Memo Recommend ARA Rescind Approved Funds for 320 E College Ave.pdf](#)

Alderson Croatt moved, seconded by Alderson Lobner, that the Development Agreement be approved. Roll Call. Motion carried by the following vote:

Aye: 14 - Alderperson William Siebers, Alderperson Vered Meltzer, Alderperson Brad Firkus, Alderperson Joe Martin, Alderperson Katie Van Zeeland, Alderperson Rachel Raasch, Alderperson Maiyoua Thao, Alderperson Matt Reed, Alderperson Alex Schultz, Alderperson Christine Williams, Alderperson Patti Coenen, Alderperson Cathy Spears, Alderperson Kyle Lobner and Alderperson Chris Croatt

Absent: 1 - Alderperson Keir Dvorachek

Abstained: 1 - Mayor Timothy Hanna

[19-0635](#)

Farm Market Renewal Application, Long Cheng Marketplace, Maiyoua Thao, 1804 S. Lawe St, contingent upon approval from all departments.

Attachments: [Long Cheng Farm Market.pdf](#)

Alderperson Martin moved, seconded by Alderperson Spears, that the Report Action Item be approved. Roll Call. Motion carried by the following vote:

Aye: 13 - Alderperson William Siebers, Alderperson Vered Meltzer, Alderperson Brad Firkus, Alderperson Joe Martin, Alderperson Katie Van Zeeland, Alderperson Rachel Raasch, Alderperson Matt Reed, Alderperson Alex Schultz, Alderperson Christine Williams, Alderperson Patti Coenen, Alderperson Cathy Spears, Alderperson Kyle Lobner and Alderperson Chris Croatt

Absent: 2 - Alderperson Keir Dvorachek and Mayor Timothy Hanna

Abstained: 1 - Alderperson Maiyoua Thao

[19-0556](#)

Request to approve the naming of ~~22~~ 21 alleys located throughout the City, honoring some of Appleton's historic citizens as depicted in the attached list of names and map, so as to mitigate confusion for public safety personnel, the post office, delivery drivers and residents

Attachments: [StaffReport_Naming21Alleys_For5-21-19.pdf](#)

[ExhibitA_Cleggett_5-21-19.pdf](#)

[ExhibitB_Ord33-77_RiverDr_5-21-19.pdf](#)

[LtrOpposingAlleyDesignationforRiverDrive_5-10-19.pdf](#)

[StaffReport_Naming22Alleys_For4-23-19.pdf](#)

[PhinneyNameSuggestion_Distributedat5-21-19PC.pdf](#)

Alderperson Martin moved, seconded by Alderperson Lobner, that the naming of alleys be approved. Roll Call. Motion carried by the following vote:

Aye: 14 - Alderperson William Siebers, Alderperson Vered Meltzer, Alderperson Brad Firkus, Alderperson Joe Martin, Alderperson Katie Van Zeeland, Alderperson Rachel Raasch, Alderperson Maiyoua Thao, Alderperson Matt Reed, Alderperson Alex Schultz, Alderperson Christine Williams, Alderperson Patti Coenen, Alderperson Cathy Spears, Alderperson Kyle Lobner and Alderperson Chris Croatt

Absent: 1 - Alderperson Keir Dvorachek

Abstained: 1 - Mayor Timothy Hanna

[19-0715](#)

Approval of 2019-2020 Beer/Liquor License renewals contingent upon approval from all departments by 12:00 p.m. on June 28, 2019.

Attachments: [2019-20 Beer-Liquor License Renewals S&L 5-22.docx](#)

Alderson Croatt moved, seconded by Alderson Lobner, that the License Renewals be approved. Roll Call. Motion carried by the following vote:

Aye: 14 - Alderson William Siebers, Alderson Vered Meltzer, Alderson Brad Firkus, Alderson Joe Martin, Alderson Katie Van Zeeland, Alderson Rachel Raasch, Alderson Maiyoua Thao, Alderson Matt Reed, Alderson Alex Schultz, Alderson Christine Williams, Alderson Patti Coenen, Alderson Cathy Spears, Alderson Kyle Lobner and Alderson Chris Croatt

Absent: 1 - Alderson Keir Dvorachek

Abstained: 1 - Mayor Timothy Hanna

[19-0720](#)

Request to approve agreement with Clearwater Creek Development for Spartan Drive and Stormwater Management Facilities

Attachments: [Clearwater Creek Development - Spartan Drive Stormwater Mgmt Facilities - FINAL 05-29-2019.pdf](#)

Alderson Martin moved, seconded by Alderson Croatt, that the Agreement be approved. Roll Call. Motion carried by the following vote:

Aye: 14 - Alderson William Siebers, Alderson Vered Meltzer, Alderson Brad Firkus, Alderson Joe Martin, Alderson Katie Van Zeeland, Alderson Rachel Raasch, Alderson Maiyoua Thao, Alderson Matt Reed, Alderson Alex Schultz, Alderson Christine Williams, Alderson Patti Coenen, Alderson Cathy Spears, Alderson Kyle Lobner and Alderson Chris Croatt

Absent: 1 - Alderson Keir Dvorachek

Abstained: 1 - Mayor Timothy Hanna

[19-0721](#)

Request to approve agreement with ARBB Farm, LLC for Spartan Drive and Stormwater Management Facilities

Attachments: [Agreement - ARBB Farm - Spartan Drive Stormwater - FINAL 05-29-2019.pdf](#)

Motion by Alderson Martin, seconded by Alderson Croatt, that the Agreement be approved. Roll Call. Motion carried by the following vote:

Aye: 14 - Alderperson William Siebers, Alderperson Vered Meltzer, Alderperson Brad Firkus, Alderperson Joe Martin, Alderperson Katie Van Zeeland, Alderperson Rachel Raasch, Alderperson Maiyoua Thao, Alderperson Matt Reed, Alderperson Alex Schultz, Alderperson Christine Williams, Alderperson Patti Coenen, Alderperson Cathy Spears, Alderperson Kyle Lobner and Alderperson Chris Croatt

Absent: 1 - Alderperson Keir Dvorachek

Abstained: 1 - Mayor Timothy Hanna

COMMITTEE REPORTS

Balance of the action items on the agenda.

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

Aye: 14 - Alderperson William Siebers, Alderperson Vered Meltzer, Alderperson Brad Firkus, Alderperson Joe Martin, Alderperson Katie Van Zeeland, Alderperson Rachel Raasch, Alderperson Maiyoua Thao, Alderperson Matt Reed, Alderperson Alex Schultz, Alderperson Christine Williams, Alderperson Patti Coenen, Alderperson Cathy Spears, Alderperson Kyle Lobner and Alderperson Chris Croatt

Absent: 1 - Alderperson Keir Dvorachek

Abstained: 1 - Mayor Timothy Hanna

1. MINUTES OF THE MUNICIPAL SERVICES COMMITTEE

2. MINUTES OF THE SAFETY AND LICENSING COMMITTEE

[19-0648](#)

Class "B" Beer and "Class B" Liquor License - Change of Agent application for Appleton Holdings LLC to include Red Lion's Intermezzo, Red Lion Lombardi Bar, Red Lion Banquet Services and Red Lion Clubhouse Bar licenses, Linda M. Garvey, Agent, located at 333 West College Ave, contingent upon approval from the police department.

Attachments: [Linda M. Garvey - Appleton Holdings S&L 5-22-19 .pdf](#)

This Report Action Item was approved

[19-0649](#)

Reserve "Class B" Liquor and Class "B" Beer License - Change of Agent application for Appleton Holdings LLC/Inner Circle Fox Cities LLC d/b/a Fox Cities Exhibition Center, Linda M. Garvey, Agent, located at 355 West Lawrence Street, contingent upon approval from the police department.

Attachments: [Linda M. Garvey - Inner Circle Fox Cities S&L 5-22-19.pdf](#)

This Report Action Item was approved.

[19-0674](#)

Reserve "Class B " Liquor and Class "B" Beer license - Change of Agent application for Buffalo Wild Wings, Kimberly Lutzewitz, Agent, located at 3201 E Calumet St.

Attachments: [Kimberly M. Lutzewitz S&L 5-22-19.pdf](#)

This Report Action Item was approved.

[19-0697](#)

Class "B" Beer and "Class B" Liquor license application for El Sabor Mexican Grill, Luis A Santiago, Agent, located at 2190 S Memorial Dr., contingent upon approval from all departments.

Attachments: [El Sabor Mexican Grill.pdf](#)

This Report Action Item was approved.

[19-0726](#)

Operator's Licenses

Attachments: [Operator's Licenses for 5-22-19 S & L.pdf](#)

This Report Action Item was approved.

[19-0728](#)

RENEWAL Operator's Licenses

Attachments: [RENEWAL Operator's Licenses for 5-22-19 S & L.docx](#)

This Report Action Item was approved.

[19-0735](#)

Taxi Cab Company Renewal License application of People Movers Inc, (Appleton Yellow Taxi Co), Paul O. Davies, 705 W. Wisconsin Ave, Appleton, contingent upon approval from all departments.

Attachments: [People Movers.pdf](#)

This Report Action Item was approved.

3. MINUTES OF THE CITY PLAN COMMISSION

[19-0688](#)

Request to approve Special Use Permit #4-19 for a restaurant with alcohol sales and service located at 1619 West College Avenue, Suite F (Tax Id #31-3-0049-00), as shown on the attached maps and per attached plan of operation, to run with the land subject to the conditions in the attached staff report and approve attached Resolution (2/3 vote of Common Council required for approval)

Attachments: [StaffReport_1619WCollege_SUP_For5-21-19.pdf](#)

This Report Action Item was approved.

[19-0691](#)

Request to approve Special Use Permit #5-19 for an existing restaurant with alcohol sales and service and a sidewalk cafe with alcohol sales and service located at 321 East College Avenue (Tax Id #31-2-0007-00), as shown on the attached maps and per attached plan of operation, to run with the land subject to the conditions in the attached staff report and approve attached Resolution (2/3 vote of Common Council required for approval)

Attachments: [StaffReport_321ECollege_SUP_For5-21-19.pdf](#)

This Report Action Item was approved.

[19-0693](#)

Request to approve Special Use Permit #6-19 for an indoor personal storage facility located on North Ballard Road, on a landlocked parcel east of 3030 N. Ballard Road (Tax Id #31-1-6726-00), as shown on the attached maps and per attached plan of operation, to run with the land subject to the conditions in the attached staff report and approve attached Resolution (2/3 vote of Common Council required for approval)

Attachments: [StaffReport_Ballard Road Storage_SUP.pdf](#)

This Report Action Item was approved.

4. MINUTES OF THE PARKS AND RECREATION COMMITTEE

5. MINUTES OF THE FINANCE COMMITTEE

[19-0722](#)

Request to approve the following 2019 Budget adjustment:

| | |
|--|-------------|
| Parking Utility Fund Balance | - \$120,000 |
| Parking Utility Operations & Maintenance | +\$120,000 |

to provide funding for unanticipated parking ramp maintenance and construction projects in 2019 (2/3 of Common Council required for approval)

Attachments: [Budget Adjustment - Parking Division Projects.pdf](#)

This Report Action Item was approved.

[19-0723](#)

Request to approve Finance Committee Report 3-P-19 for Sanitary Laterals, Storm Laterals and Storm Main

Attachments: [Report 3-P-19.pdf](#)

This Report Action Item was approved.

6. MINUTES OF THE COMMUNITY AND ECONOMIC DEVELOPMENT COMMITTEE

[19-0703](#)

****CRITICAL TIMING**** Request to submit Counter-Offer #3 to the Offer-to-Purchase from Valley Tool, Inc. or its assigns to purchase Lots 1, 2, and 3 on Goodland Drive in the Northeast Industrial Park Plat No. 4, consisting of approximately 4.36 acres, at a purchase price of \$160,000 (\$36,697.25 per acre) with Counter-Offer #3 amending various lines in the Offer as referenced in the attached documents and approving a variance to the Deed Restrictions and Covenants to allow for a loading dock and overhead door facing east towards Zuehlke Drive subject to staff approval of final site plans and elevations of east side

Attachments: [Valley Tool Memo 5-15-19.pdf](#)
[Valley Tool - Counter Offer No. 3.pdf](#)
[Valley Tool Memo 4-19-19.pdf](#)
[Valley Tool_OTP_Lots 1-2-3 Goodland Dr_4-17-19.pdf](#)
[Valley Tool - Counter Offer 1_2.pdf](#)
[NEIP Plat No 4 Covenants and Restrictions.pdf](#)
[Map_Available Sites NE Bus Park_04182019.pdf](#)
[NEBPUilities.pdf](#)

This Report Action Item was approved.

[19-0755](#)

Request to approve the Offer to Purchase from Alco Tech Properties, LLC to purchase Lot 9, Plat 1 of Southpoint Commerce Park, consisting of approximately 3.48 acres, at a purchase price of \$144,072 (\$41,400 per acre)

Attachments: [Alco Tech Lot 9 Memo_5-16-19.pdf](#)
[Alco Tech Lot 9 Offer to Purchase.pdf](#)
[SP Deed Restrictions.pdf](#)
[Office Use Memo from 11-10-08 Lots 9 & 12 Southpoint.pdf](#)
[Alco Tech Map Lot 9.pdf](#)

This Report Action Item was approved.

7. MINUTES OF THE UTILITIES COMMITTEE

[19-0708](#)

Preliminary Resolution 3-P-19 for Sanitary Laterals, Storm Laterals and Storm Main be adopted and refer the matter to the Finance Committee to determine the assessment rate.

Attachments: [3-P-19.pdf](#)

This Report Action Item was approved.

8. MINUTES OF THE HUMAN RESOURCES & INFORMATION TECHNOLOGY COMMITTEE

9. MINUTES OF THE FOX CITIES TRANSIT COMMISSION

10. MINUTES OF THE BOARD OF HEALTH

M. CONSOLIDATED ACTION ITEMS

N. ITEMS HELD

O. ORDINANCES

[19-0777](#)

Ordinances 42-19, 56-19 to 67-19

Attachments: [Ordinances going to Council 6-5-19.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

[19-0780](#)

Discussion regarding the vacancy for Alderperson District 15

Attachments: [KD Resignation 5-19.pdf](#)

Discussion occurred, no action was taken.

S. CLOSED SESSION

[19-0781](#)

The Common Council will go into closed session according to State Statute §19.85(1)(e) for the purpose of deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business whenever competitive or bargaining reasons require a closed session regarding the bluff site development and then reconvene into open session.

Alderson Martin moved, seconded by Alderson Croatt, that the Council convene into Closed Session at 8:20 p.m. Roll Call. Motion carried by the following vote:

Aye: 14 - Alderson William Siebers, Alderson Vered Meltzer, Alderson Brad Firkus, Alderson Joe Martin, Alderson Katie Van Zeeland, Alderson Rachel Raasch, Alderson Maiyoua Thao, Alderson Matt Reed, Alderson Alex Schultz, Alderson Christine Williams, Alderson Patti Coenen, Alderson Cathy Spears, Alderson Kyle Lobner and Alderson Chris Croatt

Absent: 1 - Alderson Keir Dvorachek

Abstained: 1 - Mayor Timothy Hanna

T. ADJOURN

Motion by Lobner, seconded by Spears to reconvene into Open Session at 9:30 p.m. Roll Call. Motion Carried 14/0.

No action was taken in Closed Session.

Alderson Lobner moved, seconded by Alderson Spears, that the meeting be adjourned at 9:33 p.m. Roll Call. Motion carried by the following vote:

Aye: 15 - Alderperson William Siebers, Alderperson Vered Meltzer, Alderperson Brad Firkus, Alderperson Joe Martin, Alderperson Katie Van Zeeland, Alderperson Rachel Raasch, Alderperson Maiyoua Thao, Alderperson Matt Reed, Alderperson Alex Schultz, Alderperson Christine Williams, Alderperson Patti Coenen, Alderperson Cathy Spears, Alderperson Kyle Lobner, Alderperson Chris Croatt and Mayor Timothy Hanna

Absent: 1 - Alderperson Keir Dvorachek

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

June 14, 2019

Members of the Common Council:

The following is being presented for your confirmation at the June 19 Council meeting:

CITY PLAN COMMISSION

Appointment of one (1) member to fill the vacant term:

SABRINA ROBINS, Ph.D.
3-year term to expire April 2022

Dr. Robins has a 25 year plus progressive career in developing, managing and delivering effective business services, products and strategic workforce solutions across diverse industries and sectors. Currently, the Operations Director at TAPFIN Process with a impressive educational background, earning her Bachelor of Science at Eastern Michigan University and her Doctorate of Philosophy at Wayne State University. A strong leader in our community, she helped create African Heritage Inc. Juneteenth Celebration, moderated for the 1st Annual Wisconsin Leadership Summit, graduate of Leadership Fox Cities, Co-Curator and Co- Executive Director of Stone of Hope, Alpha Kappa Alpha Sorority member, Girl Scouts Troop Leader and Annual Fox Cities Martin Luther King, Jr. committee chair.

It is with pleasure that I make this recommendation.

Sincerely,

TIMOTHY M. HANNA
Mayor of Appleton



May, 2019

CITY OF APPLETON SECURE BICYCLE PARKING POLICY

This policy has been developed to provide safe and convenient bicycle parking in downtown Appleton. Secured bicycle parking is available in the Green Parking Ramp under the following conditions:

1. Bicycle parking in this location is intended for daily use. Long-term parking is prohibited. Bicycles left over 7 days will be removed and disposed of.
2. Bicycles must be locked to the bike racks. Bicycles are not allowed to be affixed to the fence or parked in the aisles.
3. Parking within the secured area is not guaranteed. Stalls are available on a first-come first-served basis.
4. Only registered users are permitted in the secured bicycle parking area. Shared use of an access card is prohibited.
5. Users must ensure the door is securely closed after exiting the area.
6. Replacement access cards will be issued at a cost of \$5.
7. All users of the secured facility must be registered with the Department of Public Works. (See reverse side for registration.)
8. The City of Appleton is not responsible for theft or vandalism.

Secured Bicycle Parking Registration for the Green Parking Ramp

Name: _____

Phone Number: _____

Email: _____

Driver's License Number: _____

By signing this Registration Form, I agree to all terms listed in the Secure Bicycle Parking Policy. Failure to follow these terms may result in the loss of rights to use this facility.

Signature: _____



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

May, 2019

CITY OF APPLETON MOTORCYCLE/MOPED PARKING POLICY

This policy has been developed to provide safe and convenient motorcycle/moped parking in downtown Appleton. Based on the gate arm detection systems, safe motorcycle/moped parking is only available in the Green Parking Ramp.

Public Motorcycle/Moped parking is available in downtown Appleton as follows:

1. Motorcycles/mopeds are allowed only in the Green Parking Ramp, on-street and in the Library Parking Lot. All on-street and parking lot time limits must be adhered to in accordance with City ordinances.
2. Motorcycles/mopeds wishing to park in the Green Parking Ramp must enter through the designated Division Street entrance and park in the designated motorcycle/moped parking stalls.
3. The motorcycle/moped may be parked in the area designated “motorcycle/moped parking” if:
 - a. The customer has a Green, Red or Yellow Ramp Permit and has registered their motorcycle/moped with the Department of Public Works. (See reverse side for registration.)

OR

 - b. The motorcycle/moped parking is paid for via the mobile phone app *Passport* following all rules and rates for the Green Parking Ramp.

Motorcycle/Moped Parking Registration for the Green Parking Ramp

Permit Holder Name: _____

Make/Model of Motorcycle/Moped: _____

License Plate: _____

Access Permit Card Number: _____

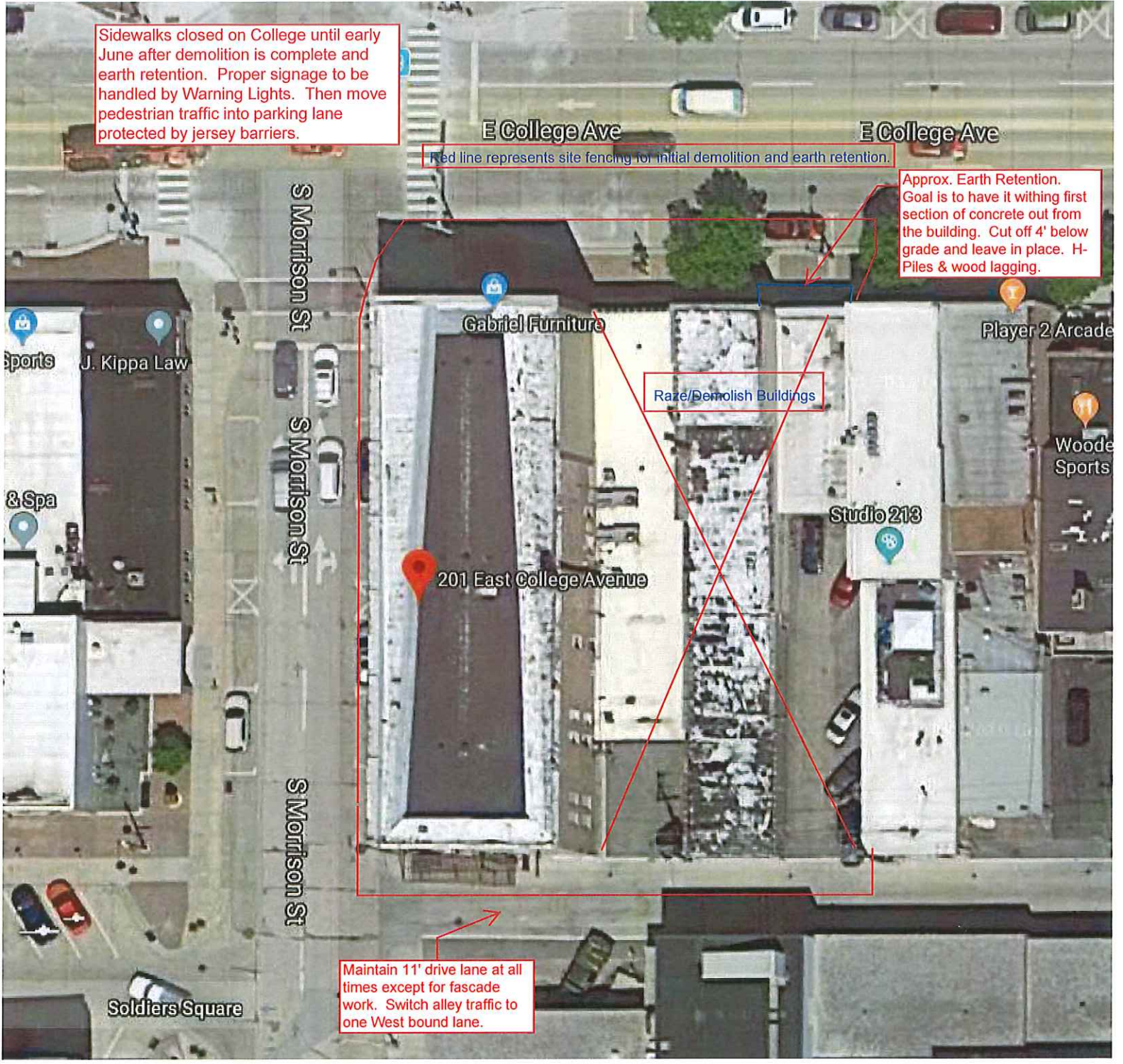
Sidewalks closed on College until early June after demolition is complete and earth retention. Proper signage to be handled by Warning Lights. Then move pedestrian traffic into parking lane protected by jersey barriers.

Red line represents site fencing for initial demolition and earth retention.

Approx. Earth Retention. Goal is to have it withing first section of concrete out from the building. Cut off 4' below grade and leave in place. H-Piles & wood lagging.

Raze/Demolish Buildings

Maintain 11' drive lane at all times except for fascade work. Switch alley traffic to one West bound lane.





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

MEMO

TO: Municipal Services Committee

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

DATE: May 15, 2019

SUBJECT: **Proposals for 2020 Budget consideration.**

As part of the annual budget process, we review fees and services to see if we believe any adjustments should be considered. We know that the 2020 Budget is going to be an especially challenging one, so we took this annual review very seriously and request the following proposals be considered:

1. Street Excavation Permits
2. 30 Gallon Refuse Carts
3. Parking Permits
4. Commercial Recycling Program

Street Excavation Permits

The current \$40 Street Excavation Permit Fee has been in place since 2011. This fee is significantly lower than many of the surrounding communities including:

- Little Chute \$25
- Fox Crossing \$25 (service) \$75 (mainline)
- La Crosse \$35
- Green Bay \$50 (plus \$37.80 for the 1st 100 SF, or portion thereof, and an additional \$7.60 for each additional 100 SF disturbed)
- Neenah \$200
- Grand Chute \$300
- Outagamie County \$1,000

Cutting into roadways reduces the quality and longevity of roads, which is why many communities charge a significant fee for this destruction of the infrastructure. We are proposing to increase the fee to \$100. On average, we issue about 700 Street Excavation Permits per year, so the proposed rate change would equate to an additional \$42,000 in revenue.

30 Gallon Refuse Carts

As part of the 2019 Budget, the Council increased the fee for the 60 gallon and 90 gallon carts. Although there was discussion of charging a \$0.50 fee/week for the 30 gallon carts it was decided at that time to keep the 30 gallon cart at no fee. (See attached document from 2019 Budget Discussions.)

Outagamie County staff recently notified us that based on the significant revenue decreases they are seeing from recycling commodities, they are proposing to increase the tipping fee as much as \$2 per ton. That fee increase will increase our tipping fee expenses by approximately \$43,000.

We are proposing to implement the \$0.50 fee/week for the 30 gallon carts as part of the 2020 Budget. The proposed fee would generate an estimated additional \$95,000 per year in revenue. If this fee is approved as part of the 2020 Budget Process, we would recommend reducing the amount transferred from General Fund to Sanitation Fund (see attached page 329 of the budget book) by \$52,000 with the remaining additional \$43,000 in revenue to cover the increased tipping fee. The \$52,000 increase to the general fund would then be available for other general fund items.

Parking Ramp Monthly Permits

The current Parking Ramp Monthly Permit Fee of \$30 has been in place since 2016. The permit fee is a significant reduction compared to the \$5 per day rate. We believe having a \$40 per month permit fee (equal to less than \$2 per day) is comparable to the following like sized cities:

- Oshkosh (Lot) \$20
- Neenah (Lot) \$22
- Green Bay (Lot) \$30
- La Crosse (Ramp) \$40
- Eau Claire (Ramp) \$44
- Green Bay (Ramp) \$62

The proposed Parking Ramp Monthly Permit Fee of \$40 would generate an estimated additional \$250,000 in revenue annually.

Commercial Recycling Program

The Department of Public Works currently services 355 commercial recycling customers, generating \$114,000 in revenue. We are proposing to eliminate this service for the following reasons:

- The truck we use for commercial recycling is due for replacement in 2020 and the cost of a new truck is approximately \$60,000 higher than what we saved up for through CEA reserved funds.
- The Sanitation budget would be reduced by approximately \$50,000 per year in equipment costs if we don't purchase the truck.

- We are only servicing a small percentage (16%) of all Appleton commercial businesses and there are several private contractors already providing this service in Appleton. In many cases the private haulers are collecting right next door to our customers.
- We are not aware of any local communities providing this level of service for commercial customers.
- The City currently loses approximately \$15,000 per year by providing this service. We anticipate losing \$30,000 per year when we start making payments on the new truck that would be necessary to continue this service. In order to “break even” on this service, we would need to increase our rates by at least 30%. (See attached Commercial recycling Rates Comparison.)

SANITATION SERVICE FEES

| Cart Size(s) | Residential Garbage (per week) | | Commercial Garbage (per week) | |
|--------------|-----------------------------------|----------|----------------------------------|----------|
| | Current | Proposed | Current | Proposed |
| 30 | \$0.00 | \$0.50 | | |
| 60 | \$0.50 | \$1.00 | \$0.50 | \$1.00 |
| 90 | \$1.30 | \$1.50 | \$1.30 | \$1.50 |
| 60 + 60 | \$2.50 | \$4.00 | \$2.50 | \$4.00 |
| 60 + 90 | \$3.30 | \$4.50 | \$3.30 | \$4.50 |
| 90 + 90 | \$4.30 | \$6.00 | \$4.30 | \$6.00 |
| 90 + 90 + 60 | | | \$6.30 | \$9.00 |
| 90 + 90 + 90 | | | \$7.30 | \$10.50 |

Additional garbage carts = \$1.50 per 30 gallons/week

PRIVATE HAULER QUOTES

| Cart Size(s) | Private #1 | Private #2 | Private #3 |
|------------------|------------|------------|------------|
| | Per Week | Per Week | Per Week |
| 90 | \$10.38 | \$9.54 | NA |
| 2 Yard (400 gal) | \$14.77 | \$21.46 | \$21.92 |

2019 Sanitation Budget Fee Discussion

Why are we considering a rate change for our carts?

- ❖ Property tax contribution of \$2,044,968 is exactly the same as it has been since 2015 and significantly less than it used to be (\$2.8 mil in 2010, \$2.6 mil in 2009, etc.)
- ❖ Without a fee increase or increase from property taxes into the Sanitation Fund, the working capital reserve will drop below 25% in 2019.
- ❖ Our diversion rate is never going to decrease unless we get behavior to change (charging different rates for the different size carts is a form of “pay-as-you-throw”)
- ❖ Landfill life at Outagamie County is limited so we need to do everything we can to extend the life so it is not a transfer station for as long as possible (rates will take a huge jump when this change occurs).
- ❖ We have 12,200 carts that are over 25 years old (warranty is 10 years). With carts costing \$50 each, we know that we are going to have to spend \$600,000 over the next few years for cart replacement.

What are we proposing?

- ❖ See Sanitation Service Fees

What are neighboring community's rates?

- ❖ See Sanitation Service & Fee Comparison

SANITATION SERVICE & FEE COMPARISON

| Community | Garbage Carts Allowed | Service Fees | Additional Cart Fees | Free Bulk Item Collection | Extra Bags Collected |
|---------------------|-----------------------------------|---|--|-----------------------------------|-----------------------------------|
| Kimberly | 2 | \$10/year | 60 Gal = \$2.12/week | 12 times per year | No |
| Grand Chute | 2 | 60 or 90 Gal = \$1.46/week | 60 or 90 Gal = \$1.46/week | 0 times per year | No |
| Oshkosh | 2 | Included in property tax levy | \$110 cart purchase plus \$3.46/week | 0 times per year | Weekly with \$10 sticker |
| Green Bay | 1; 2 if prove hardship | Included in property tax levy | \$60 cart purchase | 2 times per year (2 CY or less) | 4 times per year (4 bags max) |
| Little Chute | 1 | 30 Gallon = \$1.48/week 60 Gallon = \$1.88/week 90 Gallon = \$2.27/week | N/A | 12 times per year | 2 times per year |
| Menasha | 1 | 90 Gallon = \$1.00/week | N/A | 5 items/stickers per year | Weekly with \$1 sticker |
| Appleton (proposed) | 2 | 30 Gallon = \$0.50/week 60 Gallon = \$1.00/week 90 Gallon = \$1.50/week | \$100 cart purchase and \$1.50/week per 30 gallons | 26 times per year | Weekly with \$4 sticker |
| Kaukauna | 3 | Included in property tax levy | Cart purchase only | 12 times per year | 12 times per year |
| Neshah | N/A - Currently manual collection | N/A - Currently manual collection | N/A - Currently manual collection | N/A - Currently manual collection | N/A - Currently manual collection |

**CITY OF APPLETON 2019 BUDGET
SPECIAL REVENUE FUNDS**

Sanitation - Administration

Business Unit 2210

PROGRAM BUDGET SUMMARY

| Description | Actual | | Budget | | |
|--------------------------------------|---------------------|---------------------|---------------------|---------------------|---------------------|
| | 2016 | 2017 | Adopted 2018 | Amended 2018 | 2019 |
| Revenues | | | | | |
| 4110 Property Taxes | \$ 2,044,968 | \$ 2,044,968 | \$ 2,044,968 | \$ 2,044,968 | \$ 2,044,968 |
| 4705 General Interest | 181 | | - | - | - |
| 4710 Interest on Investments | (2,066) | 6,605 | 20,000 | 20,000 | 15,000 |
| 4801 Charges for Serv.- Nontax | 821,560 | 825,254 | 825,680 | 825,680 | 1,384,243 |
| 5005 Sale of City Property - Tax | 430 | 491 | 1,000 | 1,000 | 400 |
| 5010 Misc Revenue - Nontax | 25 | - | - | - | - |
| 5016 Lease Revenue | 400 | 400 | 400 | 400 | 400 |
| 5030 Damage to City Property | 34,677 | 300 | - | - | - |
| 5071 Customer Penalty | 6,583 | 6,496 | 7,000 | 7,000 | 7,000 |
| Total Revenue | \$ 2,906,758 | \$ 2,884,514 | \$ 2,899,048 | \$ 2,899,048 | \$ 3,452,011 |
| Expenses | | | | | |
| 6101 Regular Salaries | \$ 86,873 | \$ 85,367 | \$ 89,946 | \$ 89,946 | \$ 93,952 |
| 6104 Call Time | 700 | 782 | 450 | 450 | 450 |
| 6105 Overtime | 1,851 | 411 | 500 | 500 | 500 |
| 6108 Part-Time | 24 | 219 | - | - | - |
| 6150 Fringes | 38,014 | 38,570 | 35,175 | 35,175 | 37,613 |
| 6201 Training/Conferences | - | 319 | 500 | 500 | 500 |
| 6301 Office Supplies | 1,070 | 675 | 1,405 | 1,405 | 1,405 |
| 6303 Memberships & Licenses | 190 | 195 | 195 | 195 | 195 |
| 6304 Postage/Freight | 18,249 | 20,053 | 20,300 | 20,300 | 20,300 |
| 6305 Awards & Recognition | 929 | 852 | 945 | 945 | 945 |
| 6320 Printing & Reproduction | 3,479 | 4,079 | 4,200 | 4,200 | 4,200 |
| 6321 Clothing | 695 | 767 | 750 | 750 | 750 |
| 6323 Safety Supplies | 663 | 811 | 700 | 700 | 700 |
| 6324 Medical/Lab Supplies | 101 | 101 | 110 | 110 | 110 |
| 6327 Miscellaneous Equipment | 86 | - | - | - | - |
| 6403 Bank Services | 5,053 | 4,217 | 5,400 | 5,400 | 5,280 |
| 6412 Advertising/Publication | 548 | 1,205 | 700 | 700 | 1,205 |
| 6413 Utilities | 49,339 | 48,735 | 54,898 | 54,898 | 57,595 |
| 6420 Facilities Charges | 22,932 | 23,664 | 23,232 | 23,232 | 25,312 |
| 6424 Software support | 3,981 | 4,931 | 3,900 | 3,900 | 5,100 |
| 6425 CEA Equip. Rental | 31,915 | 25,308 | 26,100 | 26,100 | 31,100 |
| 6430 Health Services | 20 | 60 | 50 | 50 | 50 |
| 6501 Insurance | 33,240 | 39,577 | 39,680 | 39,680 | 39,930 |
| 6599 Other Contracts/Obligations | 2,282 | 638 | 905 | 905 | 940 |
| 6623 Uncollectible Accounts | 281 | 17 | 500 | 500 | 500 |
| 7914 Transfer Out - Capital Projects | - | - | - | - | - |
| Total Expense | \$ 302,515 | \$ 301,553 | \$ 310,541 | \$ 310,541 | \$ 328,632 |

DETAILED SUMMARY OF 2019 PROPOSED EXPENDITURES > \$15,000

Postage/Freight

| | |
|---|------------------|
| City service invoice postage allocation | \$ 10,000 |
| City service invoice folding/inserting | 10,000 |
| Other shipping | 300 |
| | <u>\$ 20,300</u> |

COMMERCIAL RECYCLING RATES

| Container Size | | Current Rates | 35% Increase | 40% Increase | 50% Increase |
|------------------|-------|---------------|--------------|--------------|--------------|
| | Yards | Weekly | Weekly | Weekly | Weekly |
| 95 Gallon | 0.47 | \$6.00 | \$8.10 | \$8.40 | \$9.00 |
| 300 Gallon | 1.49 | \$9.00 | \$12.15 | \$12.60 | \$13.50 |
| 450 Gallon | 2.23 | \$11.00 | \$14.85 | \$15.40 | \$16.50 |
| Revenue | | \$114,000 | \$153,900 | \$159,600 | \$171,000 |
| 2020 Profit/Loss | | (\$34,134) | \$5,766 | \$11,466 | \$22,866 |

| Private Hauler Rate | | |
|---------------------|--------|---------|
| | Gallon | Weekly |
| Cart | 96 | \$10.61 |
| 2 Yard Dumpster | 403 | \$15.70 |



MEMO

TO: Municipal Services Committee

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

DATE: May 15, 2019

SUBJECT: **Proposals for 2020 Budget consideration.**

As part of the annual budget process, we review fees and services to see if we believe any adjustments should be considered. We know that the 2020 Budget is going to be an especially challenging one, so we took this annual review very seriously and request the following proposals be considered:

1. Street Excavation Permits
2. 30 Gallon Refuse Carts
3. Parking Permits
4. Commercial Recycling Program

Street Excavation Permits

The current \$40 Street Excavation Permit Fee has been in place since 2011. This fee is significantly lower than many of the surrounding communities including:

- Little Chute \$25
- Fox Crossing \$25 (service) \$75 (mainline)
- La Crosse \$35
- Green Bay \$50 (plus \$37.80 for the 1st 100 SF, or portion thereof, and an additional \$7.60 for each additional 100 SF disturbed)
- Neenah \$200
- Grand Chute \$300
- Outagamie County \$1,000

Cutting into roadways reduces the quality and longevity of roads, which is why many communities charge a significant fee for this destruction of the infrastructure. We are proposing to increase the fee to \$100. On average, we issue about 700 Street Excavation Permits per year, so the proposed rate change would equate to an additional \$42,000 in revenue.

30 Gallon Refuse Carts

As part of the 2019 Budget, the Council increased the fee for the 60 gallon and 90 gallon carts. Although there was discussion of charging a \$0.50 fee/week for the 30 gallon carts it was decided at that time to keep the 30 gallon cart at no fee. (See attached document from 2019 Budget Discussions.)

Outagamie County staff recently notified us that based on the significant revenue decreases they are seeing from recycling commodities, they are proposing to increase the tipping fee as much as \$2 per ton. That fee increase will increase our tipping fee expenses by approximately \$43,000.

We are proposing to implement the \$0.50 fee/week for the 30 gallon carts as part of the 2020 Budget. The proposed fee would generate an estimated additional \$95,000 per year in revenue. If this fee is approved as part of the 2020 Budget Process, we would recommend reducing the amount transferred from General Fund to Sanitation Fund (see attached page 329 of the budget book) by \$52,000 with the remaining additional \$43,000 in revenue to cover the increased tipping fee. The \$52,000 increase to the general fund would then be available for other general fund items.

Parking Ramp Monthly Permits

The current Parking Ramp Monthly Permit Fee of \$30 has been in place since 2016. The permit fee is a significant reduction compared to the \$5 per day rate. We believe having a \$40 per month permit fee (equal to less than \$2 per day) is comparable to the following like sized cities:

- Oshkosh (Lot) \$20
- Neenah (Lot) \$22
- Green Bay (Lot) \$30
- La Crosse (Ramp) \$40
- Eau Claire (Ramp) \$44
- Green Bay (Ramp) \$62

The proposed Parking Ramp Monthly Permit Fee of \$40 would generate an estimated additional \$250,000 in revenue annually.

Commercial Recycling Program

The Department of Public Works currently services 355 commercial recycling customers, generating \$114,000 in revenue. We are proposing to eliminate this service for the following reasons:

- The truck we use for commercial recycling is due for replacement in 2020 and the cost of a new truck is approximately \$60,000 higher than what we saved up for through CEA reserved funds.
- The Sanitation budget would be reduced by approximately \$50,000 per year in equipment costs if we don't purchase the truck.

- We are only servicing a small percentage (16%) of all Appleton commercial businesses and there are several private contractors already providing this service in Appleton. In many cases the private haulers are collecting right next door to our customers.
- We are not aware of any local communities providing this level of service for commercial customers.
- The City currently loses approximately \$15,000 per year by providing this service. We anticipate losing \$30,000 per year when we start making payments on the new truck that would be necessary to continue this service. In order to “break even” on this service, we would need to increase our rates by at least 30%. (See attached Commercial recycling Rates Comparison.)

Attachments

SANITATION SERVICE FEES

| Cart Size(s) | Residential Garbage (per week) | | Commercial Garbage (per week) | |
|--------------|-----------------------------------|----------|----------------------------------|----------|
| | Current | Proposed | Current | Proposed |
| 30 | \$0.00 | \$0.50 | | |
| 60 | \$0.50 | \$1.00 | \$0.50 | \$1.00 |
| 90 | \$1.30 | \$1.50 | \$1.30 | \$1.50 |
| 60 + 60 | \$2.50 | \$4.00 | \$2.50 | \$4.00 |
| 60 + 90 | \$3.30 | \$4.50 | \$3.30 | \$4.50 |
| 90 + 90 | \$4.30 | \$6.00 | \$4.30 | \$6.00 |
| 90 + 90 + 60 | | | \$6.30 | \$9.00 |
| 90 + 90 + 90 | | | \$7.30 | \$10.50 |

Additional garbage carts = \$1.50 per 30 gallons/week

PRIVATE HAULER QUOTES

| Cart Size(s) | Private #1 | Private #2 | Private #3 |
|------------------|------------|------------|------------|
| | Per Week | Per Week | Per Week |
| 90 | \$10.38 | \$9.54 | NA |
| 2 Yard (400 gal) | \$14.77 | \$21.46 | \$21.92 |

2019 Sanitation Budget Fee Discussion

Why are we considering a rate change for our carts?

- ❖ Property tax contribution of \$2,044,968 is exactly the same as it has been since 2015 and significantly less than it used to be (\$2.8 mil in 2010, \$2.6 mil in 2009, etc.)
- ❖ Without a fee increase or increase from property taxes into the Sanitation Fund, the working capital reserve will drop below 25% in 2019.
- ❖ Our diversion rate is never going to decrease unless we get behavior to change (charging different rates for the different size carts is a form of “pay-as-you-throw”)
- ❖ Landfill life at Outagamie County is limited so we need to do everything we can to extend the life so it is not a transfer station for as long as possible (rates will take a huge jump when this change occurs).
- ❖ We have 12,200 carts that are over 25 years old (warranty is 10 years). With carts costing \$50 each, we know that we are going to have to spend \$600,000 over the next few years for cart replacement.

What are we proposing?

- ❖ See Sanitation Service Fees

What are neighboring community's rates?

- ❖ See Sanitation Service & Fee Comparison

SANITATION SERVICE & FEE COMPARISON

| Community | Garbage Carts Allowed | Service Fees | Additional Cart Fees | Free Bulk Item Collection | Extra Bags Collected |
|---------------------|-----------------------------------|---|--|-----------------------------------|-----------------------------------|
| Kimberly | 2 | \$10/year | 60 Gal = \$2.12/week | 12 times per year | No |
| Grand Chute | 2 | 60 or 90 Gal = \$1.46/week | 60 or 90 Gal = \$1.46/week | 0 times per year | No |
| Oshkosh | 2 | Included in property tax levy | \$110 cart purchase plus \$3.46/week | 0 times per year | Weekly with \$10 sticker |
| Green Bay | 1; 2 if prove hardship | Included in property tax levy | \$60 cart purchase | 2 times per year (2 CY or less) | 4 times per year (4 bags max) |
| Little Chute | 1 | 30 Gallon = \$1.48/week 60 Gallon = \$1.88/week 90 Gallon = \$2.27/week | N/A | 12 times per year | 2 times per year |
| Menasha | 1 | 90 Gallon = \$1.00/week | N/A | 5 items/stickers per year | Weekly with \$1 sticker |
| Appleton (proposed) | 2 | 30 Gallon = \$0.50/week 60 Gallon = \$1.00/week 90 Gallon = \$1.50/week | \$100 cart purchase and \$1.50/week per 30 gallons | 26 times per year | Weekly with \$4 sticker |
| Kaukauna | 3 | Included in property tax levy | Cart purchase only | 12 times per year | 12 times per year |
| Neshah | N/A - Currently manual collection | N/A - Currently manual collection | N/A - Currently manual collection | N/A - Currently manual collection | N/A - Currently manual collection |

**CITY OF APPLETON 2019 BUDGET
SPECIAL REVENUE FUNDS**

Sanitation - Administration

Business Unit 2210

PROGRAM BUDGET SUMMARY

| Description | Actual | | Budget | | |
|--------------------------------------|---------------------|---------------------|---------------------|---------------------|---------------------|
| | 2016 | 2017 | Adopted 2018 | Amended 2018 | 2019 |
| Revenues | | | | | |
| 4110 Property Taxes | \$ 2,044,968 | \$ 2,044,968 | \$ 2,044,968 | \$ 2,044,968 | \$ 2,044,968 |
| 4705 General Interest | 181 | | - | - | - |
| 4710 Interest on Investments | (2,066) | 6,605 | 20,000 | 20,000 | 15,000 |
| 4801 Charges for Serv.- Nontax | 821,560 | 825,254 | 825,680 | 825,680 | 1,384,243 |
| 5005 Sale of City Property - Tax | 430 | 491 | 1,000 | 1,000 | 400 |
| 5010 Misc Revenue - Nontax | 25 | - | - | - | - |
| 5016 Lease Revenue | 400 | 400 | 400 | 400 | 400 |
| 5030 Damage to City Property | 34,677 | 300 | - | - | - |
| 5071 Customer Penalty | 6,583 | 6,496 | 7,000 | 7,000 | 7,000 |
| Total Revenue | \$ 2,906,758 | \$ 2,884,514 | \$ 2,899,048 | \$ 2,899,048 | \$ 3,452,011 |
| Expenses | | | | | |
| 6101 Regular Salaries | \$ 86,873 | \$ 85,367 | \$ 89,946 | \$ 89,946 | \$ 93,952 |
| 6104 Call Time | 700 | 782 | 450 | 450 | 450 |
| 6105 Overtime | 1,851 | 411 | 500 | 500 | 500 |
| 6108 Part-Time | 24 | 219 | - | - | - |
| 6150 Fringes | 38,014 | 38,570 | 35,175 | 35,175 | 37,613 |
| 6201 Training/Conferences | - | 319 | 500 | 500 | 500 |
| 6301 Office Supplies | 1,070 | 675 | 1,405 | 1,405 | 1,405 |
| 6303 Memberships & Licenses | 190 | 195 | 195 | 195 | 195 |
| 6304 Postage/Freight | 18,249 | 20,053 | 20,300 | 20,300 | 20,300 |
| 6305 Awards & Recognition | 929 | 852 | 945 | 945 | 945 |
| 6320 Printing & Reproduction | 3,479 | 4,079 | 4,200 | 4,200 | 4,200 |
| 6321 Clothing | 695 | 767 | 750 | 750 | 750 |
| 6323 Safety Supplies | 663 | 811 | 700 | 700 | 700 |
| 6324 Medical/Lab Supplies | 101 | 101 | 110 | 110 | 110 |
| 6327 Miscellaneous Equipment | 86 | - | - | - | - |
| 6403 Bank Services | 5,053 | 4,217 | 5,400 | 5,400 | 5,280 |
| 6412 Advertising/Publication | 548 | 1,205 | 700 | 700 | 1,205 |
| 6413 Utilities | 49,339 | 48,735 | 54,898 | 54,898 | 57,595 |
| 6420 Facilities Charges | 22,932 | 23,664 | 23,232 | 23,232 | 25,312 |
| 6424 Software support | 3,981 | 4,931 | 3,900 | 3,900 | 5,100 |
| 6425 CEA Equip. Rental | 31,915 | 25,308 | 26,100 | 26,100 | 31,100 |
| 6430 Health Services | 20 | 60 | 50 | 50 | 50 |
| 6501 Insurance | 33,240 | 39,577 | 39,680 | 39,680 | 39,930 |
| 6599 Other Contracts/Obligations | 2,282 | 638 | 905 | 905 | 940 |
| 6623 Uncollectible Accounts | 281 | 17 | 500 | 500 | 500 |
| 7914 Transfer Out - Capital Projects | - | - | - | - | - |
| Total Expense | \$ 302,515 | \$ 301,553 | \$ 310,541 | \$ 310,541 | \$ 328,632 |

DETAILED SUMMARY OF 2019 PROPOSED EXPENDITURES > \$15,000

Postage/Freight

| | |
|---|------------------|
| City service invoice postage allocation | \$ 10,000 |
| City service invoice folding/inserting | 10,000 |
| Other shipping | 300 |
| | <u>\$ 20,300</u> |

COMMERCIAL RECYCLING RATES

| Container Size | | Current Rates | 35% Increase | 40% Increase | 50% Increase |
|------------------|-------|---------------|--------------|--------------|--------------|
| | Yards | Weekly | Weekly | Weekly | Weekly |
| 95 Gallon | 0.47 | \$6.00 | \$8.10 | \$8.40 | \$9.00 |
| 300 Gallon | 1.49 | \$9.00 | \$12.15 | \$12.60 | \$13.50 |
| 450 Gallon | 2.23 | \$11.00 | \$14.85 | \$15.40 | \$16.50 |
| Revenue | | \$114,000 | \$153,900 | \$159,600 | \$171,000 |
| 2020 Profit/Loss | | (\$34,134) | \$5,766 | \$11,466 | \$22,866 |

| Private Hauler Rate | | |
|---------------------|--------|---------|
| | Gallon | Weekly |
| Cart | 96 | \$10.61 |
| 2 Yard Dumpster | 403 | \$15.70 |



MEMO

TO: Municipal Services Committee

FROM: Paula Vandehey, Director of Public Works PAW

DATE: May 15, 2019

SUBJECT: Proposals for 2020 Budget consideration.

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SANITATION SERVICE FEES

| Cart Size(s) | Residential Garbage (per week) | | Commercial Garbage (per week) | |
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| 60 | \$0.50 | \$1.00 | \$0.50 | \$1.00 |
| 90 | \$1.30 | \$1.50 | \$1.30 | \$1.50 |
| 60 + 60 | \$2.50 | \$4.00 | \$2.50 | \$4.00 |
| 60 + 90 | \$3.30 | \$4.50 | \$3.30 | \$4.50 |
| 90 + 90 | \$4.30 | \$6.00 | \$4.30 | \$6.00 |
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| Oshkosh | 2 | Included in property tax levy | \$110 cart purchase plus \$3.46/week | 0 times per year | Weekly with \$10 sticker |
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**CITY OF APPLETON 2019 BUDGET
SPECIAL REVENUE FUNDS**

Sanitation - Administration

Business Unit 2210

PROGRAM BUDGET SUMMARY

| Description | Actual | | Budget | | |
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"...meeting community needs...enhancing quality of life."

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- We are only servicing a small percentage (16%) of all Appleton commercial businesses and there are several private contractors already providing this service in Appleton. In many cases the private haulers are collecting right next door to our customers.
- We are not aware of any local communities providing this level of service for commercial customers.
- The City currently loses approximately \$15,000 per year by providing this service. We anticipate losing \$30,000 per year when we start making payments on the new truck that would be necessary to continue this service. In order to “break even” on this service, we would need to increase our rates by at least 30%. (See attached Commercial recycling Rates Comparison.)

SANITATION SERVICE FEES

| Cart Size(s) | Residential Garbage (per week) | | Commercial Garbage (per week) | |
|--------------|-----------------------------------|----------|----------------------------------|----------|
| | Current | Proposed | Current | Proposed |
| 30 | \$0.00 | \$0.50 | | |
| 60 | \$0.50 | \$1.00 | \$0.50 | \$1.00 |
| 90 | \$1.30 | \$1.50 | \$1.30 | \$1.50 |
| 60 + 60 | \$2.50 | \$4.00 | \$2.50 | \$4.00 |
| 60 + 90 | \$3.30 | \$4.50 | \$3.30 | \$4.50 |
| 90 + 90 | \$4.30 | \$6.00 | \$4.30 | \$6.00 |
| 90 + 90 + 60 | | | \$6.30 | \$9.00 |
| 90 + 90 + 90 | | | \$7.30 | \$10.50 |

Additional garbage carts = \$1.50 per 30 gallons/week

PRIVATE HAULER QUOTES

| Cart Size(s) | Private #1 | Private #2 | Private #3 |
|------------------|------------|------------|------------|
| | Per Week | Per Week | Per Week |
| 90 | \$10.38 | \$9.54 | NA |
| 2 Yard (400 gal) | \$14.77 | \$21.46 | \$21.92 |

2019 Sanitation Budget Fee Discussion

Why are we considering a rate change for our carts?

- ❖ Property tax contribution of \$2,044,968 is exactly the same as it has been since 2015 and significantly less than it used to be (\$2.8 mil in 2010, \$2.6 mil in 2009, etc.)
- ❖ Without a fee increase or increase from property taxes into the Sanitation Fund, the working capital reserve will drop below 25% in 2019.
- ❖ Our diversion rate is never going to decrease unless we get behavior to change (charging different rates for the different size carts is a form of “pay-as-you-throw”)
- ❖ Landfill life at Outagamie County is limited so we need to do everything we can to extend the life so it is not a transfer station for as long as possible (rates will take a huge jump when this change occurs).
- ❖ We have 12,200 carts that are over 25 years old (warranty is 10 years). With carts costing \$50 each, we know that we are going to have to spend \$600,000 over the next few years for cart replacement.

What are we proposing?

- ❖ See Sanitation Service Fees

What are neighboring community's rates?

- ❖ See Sanitation Service & Fee Comparison

SANITATION SERVICE & FEE COMPARISON

| Community | Garbage Carts Allowed | Service Fees | Additional Cart Fees | Free Bulk Item Collection | Extra Bags Collected |
|---------------------|-----------------------------------|---|--|-----------------------------------|-----------------------------------|
| Kimberly | 2 | \$10/year | 60 Gal = \$2.12/week | 12 times per year | No |
| Grand Chute | 2 | 60 or 90 Gal = \$1.46/week | 60 or 90 Gal = \$1.46/week | 0 times per year | No |
| Oshkosh | 2 | Included in property tax levy | \$110 cart purchase plus \$3.46/week | 0 times per year | Weekly with \$10 sticker |
| Green Bay | 1; 2 if prove hardship | Included in property tax levy | \$60 cart purchase | 2 times per year (2 CY or less) | 4 times per year (4 bags max) |
| Little Chute | 1 | 30 Gallon = \$1.48/week 60 Gallon = \$1.88/week 90 Gallon = \$2.27/week | N/A | 12 times per year | 2 times per year |
| Menasha | 1 | 90 Gallon = \$1.00/week | N/A | 5 items/stickers per year | Weekly with \$1 sticker |
| Appleton (proposed) | 2 | 30 Gallon = \$0.50/week 60 Gallon = \$1.00/week 90 Gallon = \$1.50/week | \$100 cart purchase and \$1.50/week per 30 gallons | 26 times per year | Weekly with \$4 sticker |
| Kaukauna | 3 | Included in property tax levy | Cart purchase only | 12 times per year | 12 times per year |
| Neshah | N/A - Currently manual collection | N/A - Currently manual collection | N/A - Currently manual collection | N/A - Currently manual collection | N/A - Currently manual collection |

**CITY OF APPLETON 2019 BUDGET
SPECIAL REVENUE FUNDS**

Sanitation - Administration

Business Unit 2210

PROGRAM BUDGET SUMMARY

| Description | Actual | | Budget | | |
|--------------------------------------|---------------------|---------------------|---------------------|---------------------|---------------------|
| | 2016 | 2017 | Adopted 2018 | Amended 2018 | 2019 |
| Revenues | | | | | |
| 4110 Property Taxes | \$ 2,044,968 | \$ 2,044,968 | \$ 2,044,968 | \$ 2,044,968 | \$ 2,044,968 |
| 4705 General Interest | 181 | | - | - | - |
| 4710 Interest on Investments | (2,066) | 6,605 | 20,000 | 20,000 | 15,000 |
| 4801 Charges for Serv.- Nontax | 821,560 | 825,254 | 825,680 | 825,680 | 1,384,243 |
| 5005 Sale of City Property - Tax | 430 | 491 | 1,000 | 1,000 | 400 |
| 5010 Misc Revenue - Nontax | 25 | - | - | - | - |
| 5016 Lease Revenue | 400 | 400 | 400 | 400 | 400 |
| 5030 Damage to City Property | 34,677 | 300 | - | - | - |
| 5071 Customer Penalty | 6,583 | 6,496 | 7,000 | 7,000 | 7,000 |
| Total Revenue | \$ 2,906,758 | \$ 2,884,514 | \$ 2,899,048 | \$ 2,899,048 | \$ 3,452,011 |
| Expenses | | | | | |
| 6101 Regular Salaries | \$ 86,873 | \$ 85,367 | \$ 89,946 | \$ 89,946 | \$ 93,952 |
| 6104 Call Time | 700 | 782 | 450 | 450 | 450 |
| 6105 Overtime | 1,851 | 411 | 500 | 500 | 500 |
| 6108 Part-Time | 24 | 219 | - | - | - |
| 6150 Fringes | 38,014 | 38,570 | 35,175 | 35,175 | 37,613 |
| 6201 Training/Conferences | - | 319 | 500 | 500 | 500 |
| 6301 Office Supplies | 1,070 | 675 | 1,405 | 1,405 | 1,405 |
| 6303 Memberships & Licenses | 190 | 195 | 195 | 195 | 195 |
| 6304 Postage/Freight | 18,249 | 20,053 | 20,300 | 20,300 | 20,300 |
| 6305 Awards & Recognition | 929 | 852 | 945 | 945 | 945 |
| 6320 Printing & Reproduction | 3,479 | 4,079 | 4,200 | 4,200 | 4,200 |
| 6321 Clothing | 695 | 767 | 750 | 750 | 750 |
| 6323 Safety Supplies | 663 | 811 | 700 | 700 | 700 |
| 6324 Medical/Lab Supplies | 101 | 101 | 110 | 110 | 110 |
| 6327 Miscellaneous Equipment | 86 | - | - | - | - |
| 6403 Bank Services | 5,053 | 4,217 | 5,400 | 5,400 | 5,280 |
| 6412 Advertising/Publication | 548 | 1,205 | 700 | 700 | 1,205 |
| 6413 Utilities | 49,339 | 48,735 | 54,898 | 54,898 | 57,595 |
| 6420 Facilities Charges | 22,932 | 23,664 | 23,232 | 23,232 | 25,312 |
| 6424 Software support | 3,981 | 4,931 | 3,900 | 3,900 | 5,100 |
| 6425 CEA Equip. Rental | 31,915 | 25,308 | 26,100 | 26,100 | 31,100 |
| 6430 Health Services | 20 | 60 | 50 | 50 | 50 |
| 6501 Insurance | 33,240 | 39,577 | 39,680 | 39,680 | 39,930 |
| 6599 Other Contracts/Obligations | 2,282 | 638 | 905 | 905 | 940 |
| 6623 Uncollectible Accounts | 281 | 17 | 500 | 500 | 500 |
| 7914 Transfer Out - Capital Projects | - | - | - | - | - |
| Total Expense | \$ 302,515 | \$ 301,553 | \$ 310,541 | \$ 310,541 | \$ 328,632 |

DETAILED SUMMARY OF 2019 PROPOSED EXPENDITURES > \$15,000

Postage/Freight

| | |
|---|------------------|
| City service invoice postage allocation | \$ 10,000 |
| City service invoice folding/inserting | 10,000 |
| Other shipping | 300 |
| | <u>\$ 20,300</u> |

COMMERCIAL RECYCLING RATES

| Container Size | | Current Rates | 35% Increase | 40% Increase | 50% Increase |
|------------------|-------|---------------|--------------|--------------|--------------|
| | Yards | Weekly | Weekly | Weekly | Weekly |
| 95 Gallon | 0.47 | \$6.00 | \$8.10 | \$8.40 | \$9.00 |
| 300 Gallon | 1.49 | \$9.00 | \$12.15 | \$12.60 | \$13.50 |
| 450 Gallon | 2.23 | \$11.00 | \$14.85 | \$15.40 | \$16.50 |
| Revenue | | \$114,000 | \$153,900 | \$159,600 | \$171,000 |
| 2020 Profit/Loss | | (\$34,134) | \$5,766 | \$11,466 | \$22,866 |

| Private Hauler Rate | | |
|---------------------|--------|---------|
| | Gallon | Weekly |
| Cart | 96 | \$10.61 |
| 2 Yard Dumpster | 403 | \$15.70 |

**CITY OF APPLETON/OUTAGAMIE COUNTY/TOWN OF GRAND CHUTE
INTER-GOVERNMENTAL AGREEMENT
Prospect Avenue**

INTERGOVERNMENTAL AGREEMENT

DATE: May 13, 2019

FOR RECONSTRUCTING PROSPECT AVENUE FROM SEMINOLE ROAD TO BARTELL DRIVE WITH CONCRETE PAVING, SIDEWALKS AND STORMWATER MANAGEMENT

PROJECT TITLE: Prospect Avenue

This is an intergovernmental agreement between the City of Appleton (hereinafter “City”), Outagamie County (hereinafter “County”) and the Town of Grand Chute (hereinafter “Town”) to reconstruct Prospect Avenue with concrete paving, sidewalk and stormwater management.

PROPOSED IMPROVEMENT

Reconstruct Prospect Avenue with underground utilities in 2019 and concrete paving, curb and gutter, driveway aprons and sidewalks in 2020.

COST ESTIMATE AND PARTICIPATION

| PHASE | Estimated Cost with Jurisdictional Transfer | | | Estimated Cost without Jurisdictional Transfer | | | |
|-------------------------------|---|----------------|----------------|--|----------------|----------------|-------------------|
| | Estimated Cost | Town (13%) | City (17%) | County (70%) | Town (21.7%) | City (28.3%) | County (50%) |
| Roadway | \$ 800,000 | \$ 104,000 | \$ 136,000 | \$ 560,000 | \$ 173,600 | \$ 226,400 | \$ 400,000 |
| Sidewalk | \$ 31,500 | \$ - | \$ 5,355 | \$ 26,145 | \$ - | \$ 8,915 | \$ 22,585 |
| Stormwater Management | \$ 263,880 | \$ 34,304 | \$ 44,860 | \$ 184,716 | \$ 57,262 | \$ 74,678 | \$ 131,940 |
| Engineering & Inspection (5%) | \$ 40,000 | \$ 5,200 | \$ 6,800 | \$ 28,000 | \$ 8,680 | \$ 11,320 | \$ 20,000 |
| TOTAL PROJECT COST | 1,135,380 | 143,504 | 193,015 | 798,861 | 239,542 | 321,313 | \$ 574,525 |

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 and County approval and records.
3. The project cost in the agreement is an estimated amount. The Town and County shall pay the City upon completion of the project based on actual costs.
4. All driveway aprons shall be replaced with concrete.
5. Any necessary Temporary Limited Easements shall be the responsibility of the municipality in which the property resides.
6. Upon completion of the project, a jurisdictional transfer of Prospect Avenue (CTH BB) between Bartell Drive and Seminole Road from the County to the City and Town shall be implemented.

This request is subject to the terms and conditions listed above, and is made by the undersigned under proper authority to make such request and upon acceptance by Outagamie County shall constitute agreement between the City of Appleton, Town of Grand Chute and Outagamie County.

**Signed on behalf of
Outagamie County**

Dean E. Steingraber, P.E.
Highway Commissioner

Date

**Signed on behalf of
Town of Grand Chute**

David Schowalter
Town Chairperson

Date

Angie Cain
Town Clerk

Date

**Signed on behalf of
City of Appleton**

Mayor Timothy Hanna

Date

Kami Lynch
City Clerk

Date

Anthony Saucerman
Finance Director

Date

Jim Walsh
City Attorney

Date

Original Alcohol Beverage Retail License Application

Submit to municipal clerk.

For the license period beginning _____ 20____ ;
ending _____ 20____

TO THE GOVERNING BODY of the: Town of } Appleton, WI
 Village of }
 City of }

County of Outagamie Aldermanic Dist. No. _____ (if required by ordinance)

| Applicant's WI Seller's Permit No. / FEIN Number: _____ | |
|--|--------------|
| LICENSE REQUESTED | |
| TYPE | FEE |
| <input type="checkbox"/> Class A beer | \$ |
| <input checked="" type="checkbox"/> Class B beer | \$ |
| <input type="checkbox"/> Class C wine | \$ |
| <input type="checkbox"/> Class A liquor | \$ |
| <input type="checkbox"/> Class A liquor (cider only) | \$ N/A |
| <input type="checkbox"/> Class B liquor | \$ |
| <input checked="" type="checkbox"/> Reserve Class B liquor | \$ |
| <input type="checkbox"/> Class B (wine only) winery | \$ |
| Publication fee | \$ <u>60</u> |
| TOTAL FEE | \$ |

1. The named Individual Partnership Limited Liability Company
 Corporation / Nonprofit Organization

hereby makes application for the alcohol beverage license(s) checked above.

2. Name (individual/partners give last name, first, middle; corporations/limited liability companies give registered name): Yang, Nusara

An "Auxiliary Questionnaire," Form AT-103, must be completed and attached to this application by each individual applicant, by each member of a partnership, and by each officer, director and agent of a corporation or nonprofit organization, and by each member/manager and agent of a limited liability company. List the name, title, and place of residence of each person.

| | | | | |
|-----------------------|-------|--------------------------|---------------------|------------------------|
| | Title | Name (Last, First, M.I.) | Home Address | Post Office & Zip Code |
| President/Member | | <u>Nusara, Yang</u> | <u>806 W Harris</u> | <u>54914</u> |
| Vice President/Member | | | | |
| Secretary/Member | | | | |
| Treasurer/Member | | | | |
| Agent | | | | |
| Directors/Managers | | | | |

3. Trade Name Jai Sung Mah Business Phone Number (920) 944-4375

4. Address of Premises 122 W. Wisconsin AVE Post Office & Zip Code 54911

5. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? Yes No
6. Is the applicant an employe or agent of, or acting on behalf of anyone except the named applicant? Yes No
7. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? Yes No
8. (a) Corporate/limited liability company applicants only: Insert state _____ and date _____ of registration.
(b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? Yes No
(c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? Yes No
- (NOTE: All applicants explain fully on reverse side of this form every YES answer in sections 5, 6, 7 and 8 above.)

9. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) 2,500 Sq. Ft. Pool hall / restaurant / storage

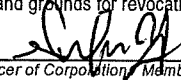
10. Legal description (omit if street address is given above): _____
11. (a) Was this premises licensed for the sale of liquor or beer during the past license year? Yes No
(b) If yes, under what name was license issued? Jai Sung mah Pool Club

12. Does the applicant understand they must register as a Retail Beverage Alcohol Dealer with the federal government, Alcohol and Tobacco Tax and Trade Bureau (TTB) by filing (TTB form 5630.5d) before beginning business? [phone 1-877-882-3277]. Yes No

13. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776]. Yes No

14. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? Yes No

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000. Signer agrees to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants, or one member of a partnership applicant must sign; one corporate officer, one member/manager of Limited Liability Companies must sign.) Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.


(Officer of Corporation / Member / Manager of Limited Liability Company / Partner / Individual)

TO BE COMPLETED BY CLERK

| | | | |
|--|----------------------------------|---------------------------------|-----------------------------------|
| Date received and filed with municipal clerk | Date reported to council / board | Date provisional license issued | Signature of Clerk / Deputy Clerk |
| Date license granted | Date license issued | License number issued | |



City of Appleton Liquor License Questionnaire

1. Name of Applicant: Nusara Yang
 2. Name of Business: Jai Sung Mah
 3. Address of Business: 122 W. Wisconsin AVE

4. Have you or any member of your organization ever been convicted of a misdemeanor or ordinance violation? Yes No
 AND/OR been convicted of a felony? Yes No
 If yes to either question, please explain in detail: Thai Illegal Lottery

5. List all partners, shareholders or investors. Include full name, middle initial and date of birth. Please use additional sheets if necessary.

| | | | |
|------------------|-----------|-------------|----------------|
| <u>Cher Thao</u> | <u>CT</u> | <u>Thao</u> | ____/____/____ |
| First name | Initial | Last name | Date of Birth |
| ____ | ____ | ____ | ____/____/____ |
| First name | Initial | Last name | Date of Birth |
| ____ | ____ | ____ | ____/____/____ |
| First name | Initial | Last name | Date of Birth |
| ____ | ____ | ____ | ____/____/____ |
| First name | Initial | Last name | Date of Birth |

6. Name of person/corporation you are buying the premises and equipment from?

Name: _____
 First name Initial Last name
 Address: _____
 City, State, Zip: _____

7. What was the previous name and nature of the business operating at this location?

8. Are ^{Beer} alcohol sales an existing use in this building? Yes X No _____
If no, When did the operation cease? _____ months ago.

9. Are alcohol sales a new use in this building? Yes _____ No _____
If yes, please contact the Community Development Department at 832-6468 to obtain a Special Use Permit.

10. Is your primary business restaurant? Yes X No _____

11. Seating capacity: Inside 30 Outside _____

12. Operating hours: 5pm - 1:30 am

13. Number of floor personnel 2 Number of door checkers _____

14. In general, state the size, design and type of the proposed establishment and the operational details.

2,500 Sq. Ft. pool hall /
bar restaurant.

1/15/19
Date

[Signature]
Signature

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



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

TO: Safety and Licensing Committee
Common Council

FROM: Lt. Jeff Miller

DATE: 06/11/2019

RE: Police Department’s Recommendation for Denial of Nusara N. Yang’s Reserve
“Class B” Liquor License and Renewal Class “B” Beer License Applications

Committee Members:

The police department is requesting that the Safety and Licensing Committee recommend to the Common Council to deny Nusara N. Yang’s application for a Reserve “Class B” Liquor License and Renewal Class “B” Beer License Applications because of the applicant’s prior criminal conduct.

Pursuant to Wis. Stat. §111.335, it is not employment discrimination for a licensing agency to deny an applicant based on pending criminal charge whose circumstances substantially relate to the circumstances of the particular licensed activity and the pending criminal charge is for an exempt offense or a violent crime against a child.

Pursuant to Wis. Stat. §111.335, it is not employment discrimination for a licensing agency to deny an applicant based on conviction record where the circumstances of the conviction substantially relate to the circumstances of the particular licensed activity. If the denial is based on a delinquency adjudication, then the adjudication must be for an exempt offense.

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

Also pursuant to Wis. Stat. §111.335, the applicant is allowed an opportunity to show evidence of rehabilitation and fitness to engage in the licensed activity, *unless the conviction(s) are for exempt offenses*. The applicant may produce the following to conclusively demonstrate their rehabilitation and fitness from a given conviction:

A copy of the local, state, or federal release document; and either

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

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

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

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

STATEMENT ON SUBSTANTIAL RELATIONSHIP

As part of any denial of licensing, the police department must determine if crimes are substantially related to the sale of alcohol. Mrs. Yang was convicted of: MA-Fraud/Benefit Application, as a Party To A Crime (a felony in violation of Wis. Stat. §946.91(2)(a)), Misstate facts in food stamp application (\geq \$5,000), as a Party To A Crime (a felony in violation of Wis. Stat. §946.92(2)(a)).

The following crimes were dismissed but "read in" to the applicant's case:

- Receive Commercial Gambling Bet, and PTAC,
- Failure to Disclose Events Affecting Eligibility in Outagamie County case # 2017CF000446

The convictions (and read in charges) for all of the above offenses in Outagamie County case # 2017CF000446 are substantially related to the sale of alcohol for the following reasons.

From the facts alleged in the criminal complaint, to which Mrs. Yang was eventually found guilty of, state that on 12/4/2014 APD officers were contacted by an agency in Minnesota. They told officers that they had information that Mrs. Yang and an associate were conducting an illegal gambling operation out of the Jai Sung Mah Pool Club at 122 W. Wisconsin Ave. A search warrant was executed on the business and Mrs. Yang's home. At those locations significant evidence was found of gambling activities. Additional charges of falsifying documents and underreporting income are the basis for the other felonies reported in this document relating to food stamp and EBT violations.

The relationship between alcohol and gambling is clear. As a person who wants to be responsible to serve alcohol, Mrs. Yang has not shown the ability to make good decisions related to her trustworthiness. The police department is not sure she has spent the amount of time necessary to rehabilitate herself and make the necessary life changes to take on the continued responsibility for alcohol service or, indeed, management of a business. The service of alcohol includes coming into contact with individuals in a very vulnerable state and the Police Department feels that

through Mrs. Yang's prior convictions she has not demonstrated the necessary maturity and decision making capacity to be allowed an alcohol beverage license in the City of Appleton.

It is important to note that evidence of these crimes was recovered at the Jai Sung Mah Pool Club, the location where this applicant is requesting additional alcohol licensing and renewal

OTHER CONSIDERATIONS RELATED TO REHABILITATION AND FITNESS

- The applicant provided misleading information on a portion of the application
 - Did not list any of the crimes committed
- The applicant continues to have rules of probation/bond conditions that address gambling in any form.
- Nature and seriousness of convictions

Very Respectfully:

Lt. Jeff Miller
Appleton Police Department

CLASS "B" FERMENTED MALT BEVERAGE LICENSE

Nusara Yang
806 W Harris St Appleton WI 54914

Jai Sung Mah Pool Club

122 W Wisconsin Ave



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

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The relationship between alcohol and gambling is clear. As a person who wants to be responsible to serve alcohol, Mrs. Yang has not shown the ability to make good decisions related to her trustworthiness. The police department is not sure she has spent the amount of time necessary to rehabilitate herself and make the necessary life changes to take on the continued responsibility for alcohol service or, indeed, management of a business. The service of alcohol includes coming into contact with individuals in a very vulnerable state and the Police Department feels that

through Mrs. Yang's prior convictions she has not demonstrated the necessary maturity and decision making capacity to be allowed an alcohol beverage license in the City of Appleton.

It is important to note that evidence of these crimes was recovered at the Jai Sung Mah Pool Club, the location where this applicant is requesting additional alcohol licensing and renewal

OTHER CONSIDERATIONS RELATED TO REHABILITATION AND FITNESS

- The applicant provided misleading information on a portion of the application
 - Did not list any of the crimes committed
- The applicant continues to have rules of probation/bond conditions that address gambling in any form.
- Nature and seriousness of convictions

Very Respectfully:

Lt. Jeff Miller
Appleton Police Department

2019-2020 RENEWALS

CLASS "A" FERMENTED MALT BEVERAGE/LIQUOR (CIDER ONLY) LICENSE

| <u>NAME</u> | <u>TRADE NAME</u> | <u>ADDRESS</u> |
|--|--------------------------|-----------------------|
| Banee Corporation Parmeet Kaur Arora, Agent, 8176 Basil Ct Neenah WI 54956 | Appleton Citgo | 1717 W College Ave |
| Manakamana LLC Sagar Shrestha, Agent, 5480 W Michaels Dr Apt 3 Grand Chute WI 54913 | Appleton BP | 1200 W Wisconsin Ave |
| SG Petroleums LLC Suyash Goel, Agent, 1317 S Oneida St Appleton WI 54915 | SG Petroleums | 2811 E Newberry St |

CLASS "A" / "CLASS A" FERMENTED MALT BEVERAGE/LIQUOR LICENSE

| <u>NAME</u> | <u>TRADE NAME</u> | <u>ADDRESS</u> |
|---|--------------------------|-----------------------|
| Apotheke Wellness LLC Sarah A. Fabry, Agent, 1114 N. Briarcliff Dr Appleton WI 54915 | Apotheke Wellness | 3020 E College Ave |
| Lindo Michoacan Mexican Restaurant LLC Pedro Juarez, Agent, 1017 Grove St Menasha WI 54952 | Lindo Michoacan | 207 N Richmond St |

CLASS "B" FERMENTED MALT BEVERAGE LICENSE

| <u>NAME</u> | <u>TRADE NAME</u> | <u>ADDRESS</u> |
|--|--------------------------|-----------------------|
| The Cozzy Corner LLC Natasha M. Banks, Agent, N9651 Clover Ridge Tr Appleton WI 54915 | Cozzy Corner | 111 N Walnut St |
| Mai's Deli Fong Lee, Agent, 716 W 8 th St Kaukauna WI 54130 | Mai's Deli | 104 S Memorial Dr |

**CLASS "B" FERMENTED MALT BEVERAGE LICENSE
AND "CLASS C" WINE LICENSE**

| <u>NAME</u> | <u>TRADE NAME</u> | <u>ADDRESS</u> |
|--|---------------------------|--------------------------------|
| Tempest Coffee Collective LLC Tyler A. Lonadier, Agent, 1133 W Woodstone Dr Appleton WI 54914 | Tempest Coffee Collective | 181 S Riverheath Way, Ste 1100 |

CLASS "B" / "CLASS B" FERMENTED MALT BEVERAGE/LIQUOR LICENSE

| <u>NAME</u> | <u>TRADE NAME</u> | <u>ADDRESS</u> |
|---|-----------------------------------|---------------------------|
| Appleton Souvenir & Cigar Inc Robert J. Zima, Agent, 1625 Canary Ln Green Bay WI 54304 | Appleton Souvenir & Cigar Company | 415 W College Ave |
| Bark Entertainment LLC Bridget L. Friel, Agent, 2211 N Appleton St 54915 | Skyline Comedy Club | 1004 S Olde Oneida St |
| Dairyland Brewing Co LLC Dorri M. Schmidt, Agent, 1225 E Amelia St Appleton WI 54911 | Dairyland Brew Pub | 1216 E Wisconsin Ave |
| DCMX LLC Mylee Xiong, Agent, W2374 Holly Ln Appleton WI 54915 | Gingerootz | 2920 N Ballard Rd Ste A |
| Galvan's LLC Spresium Useini, Agent, 843 Sundial Ln Neenah WI 54956 | Galvan's | 2220 E Northland Ave |
| Il Angolo Resto-Bar, LLC Conrado Lopez Mendez, Agent, 2932 W Glenpark Dr Appleton WI 54914 | Il Angolo | 527-529 W College Ave |
| Lindo Michoacan Mexican Restaurant LLC Pedro Juarez, Agent, 1017 Grove St Menasha WI 54952 | Lindo Michoacan | 207 N Richmond St |
| Mango Tree Inc Kou Lee, Agent, 525 Inverary Ct Hobart WI 54155 | Koreana Restaurant | 201 W Northland Ave Ste K |
| Mc Gregors LLC Christopher J. Halbach, Agent, 207 N Main St Black Creek WI 54106 | The Dirty Leprechaun | 343 W College Ave |
| MJ Author's Kitchen Joshua D. Sickler, Agent, 629 12 th St Menasha WI 54952 | Author's Kitchen | 201 N Appleton St |
| Riverview Gardens Inc. Cynthia L. Sahotsky, Agent, W6122 Cty Rd P Black Creek WI 54106 | Riverview Gardens | 1101 S Oneida St |
| WHW Gastropub LLC Daniel J. Hoff Sr., Agent, 225 E Wayfarer Ln Appleton WI 54913 | Meade Street Bistro | 2729 N Meade St |
| Tudy Wilder LLC Terrance A. Wilder, Agent, 1607 Mt Vernon St Oshkosh WI 54901 | Wilder's Bistro | 2639 S Oneida St Ste 1 |

**CLASS "B" / RESERVE "CLASS B" FERMENTED MALT BEVERAGE/LIQUOR
LICENSE**

| <u>NAME</u> | <u>TRADE NAME</u> | <u>ADDRESS</u> |
|---|--------------------------|-----------------------|
| C-Vine Lounge LLC Conrado Lopez Mendez, Agent, 2932 W Glenpark Dr Appleton WI 54914 | C-Vine Lounge | 531 W College Ave |
| Lou's Brew Café & Lounge Inc. Laura A. Loukidis, Agent, 4769 Indian Bend Rd Oshkosh WI 54904 | Lou's Brew Café & Lounge | 233 E College Ave |

| TRADENAME | BUSINESS NAME | ADDRESS |
|-------------------------------|--|------------------------------------|
| APPLETON BP | MANAKAMANA LLC, SAGAR SHRESTHA | 1200 WEST WISCONSIN AVENUE |
| APPLETON MOTOMART | FKG OIL COMPANY, LORI A. ENDRIES | 3400 EAST CALUMET STREET |
| APPLETON SOUVENIR & CIGAR | APPLETON SOUVENIR & CIGAR INC, ROBERT J. ZIMA | 415 WEST COLLEGE AVENUE |
| BADGER GAS | BADGER GAS INC, KALWINDER KAUR | 911 WEST COLLEGE AVENUE |
| BADGER MOBIL | KAVYA GAS INC, JAYANT G. PATEL | 1201 NORTH BADGER AVENUE |
| BADGER MOTOMART | FKG OIL COMPANY, TERESA M. HAWLEY | 1850 WEST WISCONSIN AVENUE |
| BALLARD GRAND CENTRAL STATION | BALLARD GCS LLC, DANIEL J. PAMPERIN | 1910 EAST CAPITOL DRIVE |
| CALUMET PANTRY | AADYA LLC, MAHENDRA PATEL | 319 EAST CALUMET STREET |
| CAMELOT BAR AND GRILL | CAMELOT OF APPLETON LLC, BRIAN M. STRIEGEL | 1700 EAST WISCONSIN AVENUE |
| DK PETROLEUM | DK PETROLEUM INC., DAVINDER SINGH | 2619 NORTH RICHMOND STREET |
| DOLLAR GENERAL | DOLGENCORP LLC, DEBRA A. JOPEK | 1320 WEST WISCONSIN AVENUE |
| DR. JEKYL'S | STRANGE CASE LLC, THOMAS M ALES III | 314 EAST COLLEGE AVENUE |
| EVAPOR NORTH | EVAPOR NORTH, INC. | 2929 NORTH RICHMOND STREET SUITE 3 |
| EVAPOR OF APPLETON | EVAPOR OF APPLETON, INC. | 1725 SOUTH ONEIDA STREET |
| FESTIVAL FOODS | SKOGEN'S FOODLINER, INC., JOHN R. BORSKI | 1200 WEST NORTHLAND AVENUE |
| FLANAGAN'S STOP & SHOP | FLANAGAN'S STOP & SHOP, INC., PATRICK FLANAGAN | 522 WEST COLLEGE AVENUE |
| JIM'S PLACE | DDCT, INC., JAY J. PLAMANN | 223 EAST COLLEGE AVENUE |
| KWIK TRIP | KWIK TRIP, INC., JACQUELINE D. DAHLKE | 3232 SOUTH ONEIDA STREET |
| KWIK TRIP | KWIK TRIP, INC., ISAAC A. PETERSON | 2175 SOUTH MEMORIAL DRIVE |
| KWIK TRIP | KWIK TRIP, INC., BRIAN D. HARTJES | 4085 EAST CALUMET STREET |
| KWIK TRIP | KWIK TRIP, INC., KATHLEEN A. BAYER | 1342 WEST PROSPECT AVENUE |
| KWIK TRIP | KWIK TRIP, INC., MATTHEW A. OETZEL | 2120 EAST EDGEWOOD DRIVE |
| KWIK TRIP | KWIK TRIP, INC., RON W. HOFFMEYER | 730 EAST WISCONSIN AVENUE |
| KWIK TRIP | KWIK TRIP, INC., ASHLEY M. FRALICK | 306 NORTH RICHMOND STREET |
| MEMORIAL PETROLEUM | FISHTAIL LLC, BUDDI S. SUBEDI | 415 SOUTH MEMORIAL DRIVE |
| MOTOMART | FKG OIL COMPANY, ANNE M. STICHMAN | 320 SOUTH KENSINGTON DRIVE |
| MOTOMART | FKG OIL COMPANY, JASON G. MAZANEC | 2838 NORTH BALLARD ROAD |
| NORTHGATE MOBIL | VAN ZEELAND OIL CO INC, TODD G. VAN ZEELAND | 105 WEST NORTHLAND AVENUE |
| NORTHLAND CITGO | SWAMI LLC, KANU B. PATEL | 800 EAST NORTHLAND AVENUE |
| PICK 'N SAVE #8123 | ULTIMATE MART LLC, RICHARD M. KOSTECKI | 2700 NORTH BALLARD ROAD |
| PICK 'N SAVE #8187 | ULTIMATE MART LLC, KENNETH A. VOSS | 511 WEST CALUMET STREET |
| RED LION PAPER VALLEY HOTEL | APPLETON HOLDINGS LLC, LINDA M. GARVEY | 333 WEST COLLEGE AVENUE |

| | | |
|---------------------------|---|----------------------------|
| RICHMOND STREET CITGO | SAI KRUPA, LLC, NILESH M. PATEL | 1601 NORTH RICHMOND STREET |
| RICHMOND STREET MOBIL | VAN ZEELAND OIL CO INC, TODD G. VAN ZEELAND | 3401 NORTH RICHMOND STREET |
| SCUBAS POURHOUSE | SCUBAS POURHOUSE LLC, STEVEN R. VAN FOSSEN | 1309 EAST WISCONSIN AVENUE |
| SG PETROLEUMS | SG PETROLEUMS LLC, SUYASH GOEL | 2811 EAST NEWBERRY STREET |
| VALLEY MOBIL | VAN ZEELAND OIL CO INC, TODD G. VAN ZEELAND | 2661 SOUTH ONEIDA ST |
| WAL-MART | WAL-MART STORES EAST LP, GLENN B. MARTIN | 3701 EAST CALUMET STREET |
| WALGREENS | WALGREEN CO., JOSHUA M. BUCK | 700 WEST COLLEGE AVENUE |
| WALGREENS | WALGREEN CO., JAMES B. DOUGLAS | 2803 NORTH MEADE STREET |
| WALGREENS | WALGREEN CO., JASON J. JARMUSKIEWICZ | 729 WEST NORTHLAND AVENUE |
| WALGREENS | WALGREEN CO., STACEY A. WEST | 1901 SOUTH ONEIDA STREET |
| WALGREENS | WALGREEN CO., MELISSA M. DRAWENEK | 3330 EAST CALUMET STREET |
| WISCONSIN AVENUE MARATHON | SAYASH LLC, YAM LAMICHHANE | 1920 EAST WISCONSIN AVENUE |
| WISCONSIN AVENUE PANTRY | JALIYAN GAS, LLC, NILESH M. PATEL | 111 WEST WISCONSIN AVENUE |
| YOU PUMP | NORTHERN GAS, LLC, ROSHANKUMAR K. PATEL | 1306 SOUTH ONEIDA STREET |



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

APPLICATION for the Operation of a PET STORE/KENNEL

| | | |
|----------------------------------|-----------------|---------------------------|
| FEES ARE NON-REFUNDABLE | | Date Rec'd <u>5/23/19</u> |
| See SECTION 5 for Fee Schedule | | |
| License Fee - Initial | \$ _____ | Acct. 11030.4309 |
| License Fee - Renewal | \$ <u>75.00</u> | Acct. 11030.4309 |
| Investigation Fee | + \$7.00 | Acct. 100.2359 |
| Total Amount Paid | \$ <u>82.00</u> | Receipt <u>9770</u> |
| License period July 1 to June 30 | | |

| | | | | |
|--|--|---|--|--------|
| SECTION 1 - BUSINESS LOCATION - Answer all questions completely. Please PRINT clearly | | | | |
| NOTE: The location of a Kennel or Pet Store is subject to applicable zoning and other regulations. | | | | |
| Business Name <u>Petco #1656</u> | | | | |
| Business Street Address <u>3829 E. Calumet St.</u> | City <u>Appleton</u> | State <u>WI</u> | Zip <u>54915</u> | |
| Business Telephone Number <u>920-997-1543</u> | | | | |
| SECTION 2 - APPLICANT INFORMATION | | | | |
| Name <u>Petco Animal Supplies Stores, Inc.</u> | | | | |
| Home Street Address <u>654 Richland Hills Drive % License</u> | City <u>San Antonio</u> | State <u>TX</u> | Zip <u>78245</u> | |
| Date of Birth [REDACTED] | Male | Female | Telephone Number [REDACTED] | |
| SECTION 3 - SERVICES TO BE PROVIDED | | | | |
| Please check the type(s) of services your establishment will offer: | | | | |
| <input checked="" type="checkbox"/> Pet Accessories | <input checked="" type="checkbox"/> Fish | <input checked="" type="checkbox"/> Live animals | <input checked="" type="checkbox"/> Pet Food | |
| Other <u>Grooming & Training</u> | | | | |
| SECTION 4 - PENALTY NOTICE | | | | |
| Having knowledge of all governmental laws, rules or regulations governing the keeping or protection of animals, I hereby certify that the information provided in this application is true and correct to the best of my knowledge and belief. | | | | |
| Signature of Applicant: <u>Wendy Richards</u> | | | | |
| SECTION 5 - FEE SCHEDULE | | | | |
| Pet Store License | Initial Fee - \$90.00 | Renewal Fee - \$75.00 <input checked="" type="checkbox"/> | | |
| Kennel License | 10 or less animals - \$55.00 | 25 or less animals - \$130.00 | | |
| | 50 or less animals - \$255.00 | More than 50 animals - \$5.00 per animal with a minimum of \$280.00 | | |
| FOR OFFICE USE ONLY | | | | |
| Dept. | Approve | Deny | By | Reason |
| Police | | | | |
| Fire | | | | |
| City Sealer | | | | |
| Inspection | | | | |
| Community Development | | | | |
| S&L | Council | Date Issued | Exp. Date | |
| | | | License Number | |

11-01-09

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

Return application to: City Clerk, 100 North Appleton Street, Appleton, WI 54911-4799



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

APPLICATION for SALVAGE DEALER'S LICENSE

| | | |
|----------------------------------|------------|---------------------------|
| FEES ARE NON-REFUNDABLE | | Date Recv'd <u>6/3/19</u> |
| License Fee - Local | \$200.00 | Acct. CLSALV |
| License Fee - Out of City | \$ 75.00 | Acct. CLSALV |
| Investigation Fee | + 7.00 | Acct. CLCPIF |
| Total Amount Paid | <u>207</u> | Receipt <u>10138</u> |
| License period July 1 to June 30 | | |

SECTION 1 - BUSINESS INFORMATION - Answer all questions completely. Please PRINT clearly

Business Name Green Meadow Recycling, Inc

Business Street Address 2220 W. Everett City Appleton State WI Zip 54914

Business Telephone Number 920-954-9167

SECTION 2 - APPLICANT INFORMATION

Name Neil Novak

Home Street Address W71109 Bonnie Drive City Shiocton State WI Zip 54170

Date of Birth 01/01/00 Male Female Telephone Number ██████████

SECTION 3 - CORPORATION INFORMATION - List names, addresses and dates of birth of all officers.

| | | | | | | |
|----------------------------|--------------|---------------|-----------------|-----------------|--------------|-------------------------------------|
| President | Last | First | Middle Initial | Date of Birth | Male | Female |
| | <u>NOVAK</u> | <u>NEIL</u> | <u>D</u> | | | |
| Address | | | City | State | Zip | |
| | | | | | | |
| Vice President | Last | First | Middle Initial | Date of Birth | Male | Female |
| | <u>NOVAK</u> | <u>Kailey</u> | <u>K</u> | <u>01/01/00</u> | | <input checked="" type="checkbox"/> |
| Address | | | City | State | Zip | |
| <u>2321 W. Rosekorn Dr</u> | | | <u>Appleton</u> | <u>WI</u> | <u>54914</u> | |
| Secretary | Last | First | Middle Initial | Date of Birth | Male | Female |
| Address | | | City | State | Zip | |
| | | | | | | |
| Treasurer | Last | First | Middle Initial | Date of Birth | Male | Female |
| Address | | | City | State | Zip | |
| | | | | | | |

SECTION 4 - PENALTY NOTICE

I certify that I am familiar with Section 9.386 of the Municipal Code of the City of Appleton and agree that any license granted under this application may be suspended for cause at any time by the Common Council.

Under penalty of law, I swear that the information provided in this application is true and correct to the best of my knowledge and belief.

Signature of Applicant: *Neil Novak*

FOR OFFICE USE ONLY

| Dept. | Approve | Deny | By | Reason |
|--------------------|------------------------|-------------|-----------|----------------|
| Police | | | | |
| Fire | | | | |
| City Sealer | | | | |
| Inspection | | | | |
| S&L <u>6-12-19</u> | Council <u>6-19-19</u> | Date Issued | Exp. Date | License Number |

5-28-19



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

**REQUEST for
Beer/Liquor License
Premise Amendment**

| | | |
|--------------------------------|---------------|---------------------------|
| FEES ARE NON-REFUNDABLE | | Date Recv'd <u>6/3/19</u> |
| License Fee | \$10.00/event | Acct: CLCAGP |
| Receipt | <u>10123</u> | |

SECTION 1 – LICENSE INFORMATION

| | |
|---|-------------------------------------|
| Name of Establishment <u>Tempest Coffee Collective</u> | |
| Address of Establishment <u>181 S. Riverheath Way Suite 1100</u> | |
| Name of Agent <u>Tyler Louador</u> | Phone Number <u>920-904-4985</u> |

SECTION 2 – PREMISE AMENDMENT

Please describe the change in premises:
 A drawing/diagram of the proposed area must also be submitted with this application
Applying to serve beer/wine right outside of our normal service area for the 3rd annual riverheath concert series

| | |
|--|---|
| Is this change Permanent? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO | If this is temporary please specify the reason for the amendment: <u>To be able to serve beer + wine on boardwalk for 3 concerts this summer</u> |
|--|---|

Please list the date(s) and time(s) that this temporary premise amendment will be utilized:
~~Jan 15th 6pm - 9:30pm~~ July 13th 6pm - 9:30pm September 21st 6pm - 9:30pm

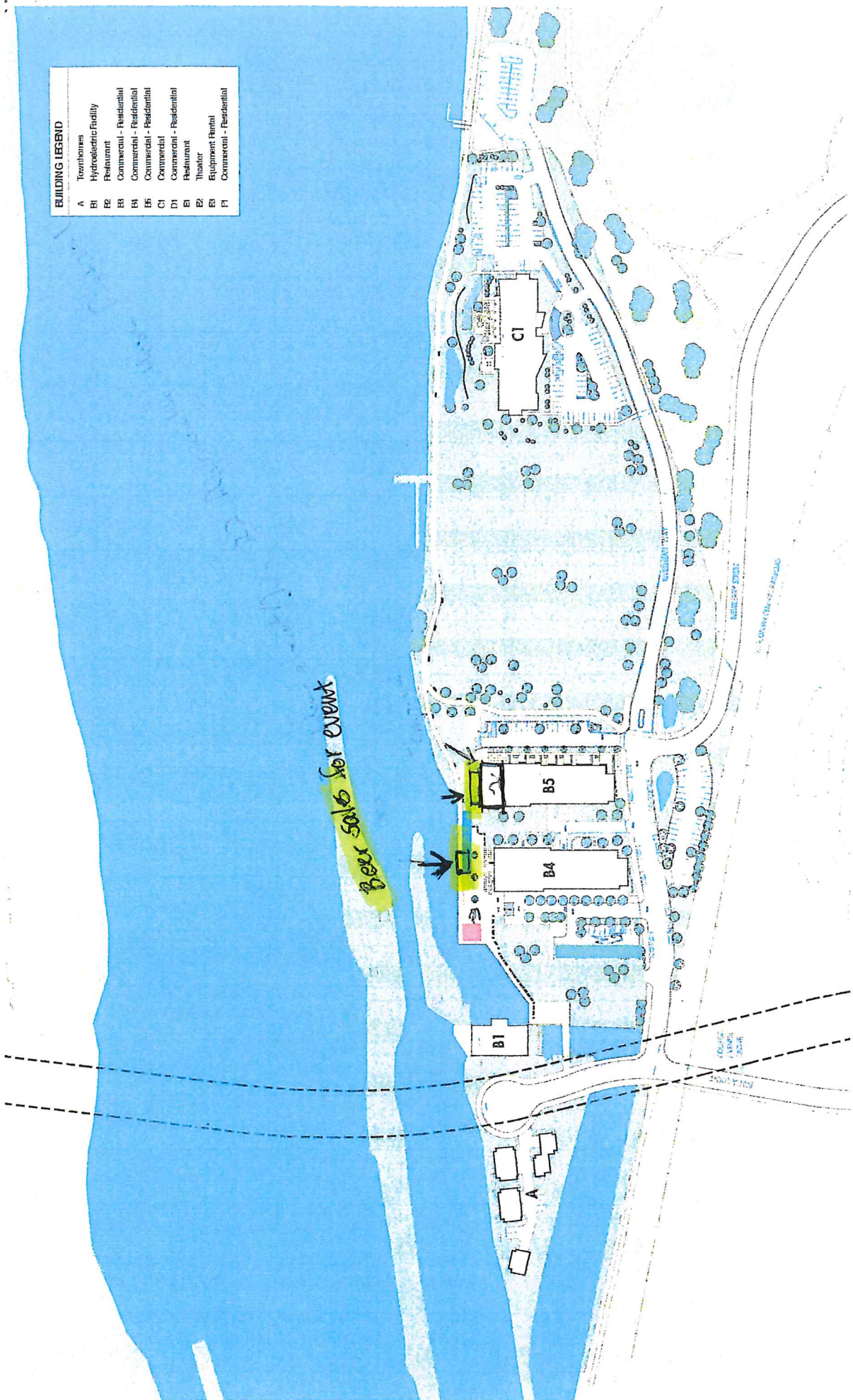
SECTION 3 – PENALTY NOTICE

I certify that I am familiar with Section 9-52 of the Municipal Code of the City of Appleton and agree that any license granted under this application may be suspended for cause at any time by the Common Council.
 Under penalty of law, I swear that the information provided in this application is true and correct to the best of my knowledge and belief.
 Signature of Applicant: Tyler Louador

FOR OFFICE USE ONLY

| Department | Approve | Deny | By | Reason |
|-------------|---------|-------------|-----------|----------------|
| Comm. Dev. | | | | |
| Finance | | | | |
| Fire | | | | |
| Health | | | | |
| Inspections | | | | |
| Police | | | | |
| S&L | Council | Date Issued | Exp. Date | License Number |

| BUILDING LEGEND | |
|-----------------|--------------------------|
| A | Townhomes |
| B1 | Hydroelectric Facility |
| B2 | Restaurant |
| B3 | Commercial - Residential |
| B4 | Commercial - Residential |
| B5 | Commercial - Residential |
| C1 | Commercial |
| D1 | Commercial - Residential |
| E1 | Restaurant |
| E2 | Theater |
| E3 | Equipment Parcel |
| F1 | Commercial - Residential |



designated stage area

RIVERHEATH

MASTER PLAN

1" = 60'

SUMMER 2017

Engberg Anderson Project No. 071711



ANNAPOLIS | MADISON | TUCSON | CHICAGO





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

APPLICATION for SALVAGE DEALER'S LICENSE

| | | | |
|----------------------------------|----------|--------------|---------|
| FEES ARE NON-REFUNDABLE | | Date Recv'd | 6-19-19 |
| License Fee - Local | \$200.00 | Acct. CLSALV | |
| License Fee - Out of City | \$ 75.00 | Acct. CLSALV | |
| Investigation Fee | 7.00 | Acct. CLCPIF | |
| Total Amount Paid | 207 | Receipt | 10268 |
| License period July 1 to June 30 | | | |

SECTION 1 – BUSINESS INFORMATION – Answer all questions completely. Please PRINT clearly

Business Name
APPLETON ALUMINUM RECYCLING INC.

Business Street Address
300 NORTH KENSINGTON DR

City
APPLETON

State
WI

Zip
54915

Business Telephone Number
920-733-6999

SECTION 2 – APPLICANT INFORMATION

Name
CHARLES O. DESTEN

Home Street Address
1702 N. HARRIMAN ST.

City
APPLETON

State
WI

Zip
54911

Date of Birth
[REDACTED]

Male Female

Telephone Number
[REDACTED]

SECTION 3 – CORPORATION INFORMATION – List names, addresses and dates of birth of all officers.

| President | Last | First | Middle Initial | Date of Birth | Male | Female |
|----------------------|-------------|----------|----------------|---------------|-------|--------|
| | DESTEN | CHARLES | O | [REDACTED] | X | |
| Address | | | | | | |
| 1702 N. HARRIMAN ST. | | APPLETON | | WI | 54911 | |
| Vice President | Last | First | Middle Initial | Date of Birth | Male | Female |
| | TISCHENDORF | LORI | L | [REDACTED] | | X |
| Address | | | | | | |
| 11021 HWY HS S | | ANTIGO | | WI | 54409 | |
| Secretary | Last | First | Middle Initial | Date of Birth | Male | Female |
| | LABORDE | TAMMY | M | [REDACTED] | | X |
| Address | | | | | | |
| 119 EAST RANDALL ST. | | APPLETON | | WI | 54911 | |
| Treasurer | Last | First | Middle Initial | Date of Birth | Male | Female |
| | LABORDE | TAMMY | M | [REDACTED] | | X |
| Address | | | | | | |
| 119 EAST RANDALL ST. | | APPLETON | | WI | 54911 | |

SECTION 4 – PENALTY NOTICE

I certify that I am familiar with Section 9.386 of the Municipal Code of the City of Appleton and agree that any license granted under this application may be suspended for cause at any time by the Common Council.

Under penalty of law, I swear that the information provided in this application is true and correct to the best of my knowledge and belief.

Signature of Applicant: Charles O. Desten

FOR OFFICE USE ONLY

| Dept. | Approve | Deny | By | Reason |
|-------------|-----------------|-------------|-----------|----------------|
| Police | | | | |
| Fire | | | | |
| City Sealer | | | | |
| Inspection | | | | |
| S&L 6-12-19 | Council 6-19-19 | Date Issued | Exp. Date | License Number |

Operator's Licenses for 6/12/19 S & L

| | |
|------------------------------|---|
| 1. Mateo Alejo | 132 S Buchanan St Appleton 54915 |
| 2. Stephen Deeter | 723 E Boldt Way #313 Appleton 54911 |
| 3. Chetesh Devchand | 111 W Wisconsin Ave Appleton 54911 |
| 4. Wayne D. Douglas | N8118 St Hwy 187 Shiocton 54170 |
| 5. Amanda Gutkowski | 1605 N Superior St Appleton 54911 |
| 6. Nicole Halverson | 3660 Cherryvale Cir #1 Appleton 54913 |
| 7. Paige Hoch | 600 Oak St Neenah 54956 |
| 8. Corrine Hurlburt | 3639 Cherryvale Pl #3 Appleton 54913 |
| 9. Alex Johnson | 1226 E Longview Dr Appleton 54911 |
| 10. Jolene Johnson | 3421 Lincoln St Wisconsin Rapids 54494 |
| 11. Leslie Kozepski | W3125 Glenbrooke Ct Appleton 54915 |
| 12. Mackenzie Miller | 1848 Hazel St Oshkosh 54901 |
| 13. Logan Minke | 121 Greenwald Ave Neenah 54956 |
| 14. Amber Moerick | 816 W Main St #305 Hortonville 54944 |
| 15. Annalise Niederholtmeyer | 712 High St Kaukauna 54310 |
| 16. Alissa Olinger | N9644 Crystal Ct Appleton 54915 |
| 17. Bajesh Patel | 200 N Perkins St Appleton 54914 |
| 18. Melissa Riehl | 676 Trailsway Ln Neenah 54956 |
| 19. Lawrence Schaefer | 1139 Honey Creek Cir Oshkosh 54904 |
| 20. Richard Sether | 941 S West Ct #D Appleton 54915 |
| 21. Alexis Stuart | 930 Vine Ave Oshkosh 54901 |
| 22. Nathen Washburn | 3401 E Edgemere Dr #3 Appleton 54915 |
| 23. Jennifer Whittemore | 2325 N. Ballard Rd Appleton 54911 |
| 24. Trent Wohlrabe | 21 Woodmere Ct #3 Appleton 54911 |
| 25. Brooke Young | 218 E South Island St #103 Appleton 54913 |
| 26. Shane Zillmer | 1105 E Hanson Dr Appleton 54915 |
| 27. Anna Zuberbier | 1007 N Douglas St Appleton 54914 |

RENEWAL Operator's Licenses for 6/12/19 S & L

1. Jessica Akstulewicz 828 5th St Menasha 54952
2. Anastasia Aytche 622 ½ N Union St Appleton 54911
3. Anthony Ball 221 E 16th St Kaukauna 54130
4. Shanee Ballard 1525 E Taft Ave Appleton 54915
5. John Bohl 2828 N Ballard Rd #12 Appleton 54911
6. Gary Bowman 1537 E Roeland Ave Appleton 54915
7. Pattie Braun 760 Suburban Dr De Pere 54115
8. Candice Buss W4734 Palmer Ct Sherwood 54169
9. Traci Cahill W3130 E Broadway Dr #60 Freedom 54913
10. Jose Cedeno-Garcia 923 ½ W Lawrence St Appleton 54914
11. Catherine Christie 140 Ramlen Ct Appleton 54915
12. Derek Craanen 1216 W Spring St Appleton 54914
13. John Dion 1332 E Jardin St Appleton 54911
14. Janet Donnermeyer N9067 Papermaker Pass Menasha 54952
15. Lori Endries 227 Wisconsin Ave Brillion 54110
16. Carol Garcia 2353 Comet St Oshkosh 54901
17. Amy Gitter 1101 S Kernan Ave Appleton 54915
18. Maya Gonzalez 215 ½ E College Ave Appleton 54911
19. Julie Granberg 1520 N Hall Ave Appleton 54911
20. Kevin Hamm E2723 Cty Rd B Scandinavia 54977
21. Heidi Hartenberger 2115 W Russet Ct #5 Appleton 54914
22. Alexandria Harvath 1312 W Rogers Av Appleton 54914
23. Jessica Herrick 1619 N Harriman St Appleton 54911
24. Jill Hyss W4951 Cty KK Kaukauna 54130
25. Robert Johnson 304 Schindler Pl #107 Menasha 54952
26. Eugenia Jungwirth 1836 S Kernan Ave Appleton 54915
27. Carrie Kaddatz 3501 Parkridge Ave Appleton 54914
28. Julie Keil 502 Sweet Meadow Ln Kaukauna 54130
29. Thomas Kern 957 London St Menasha 54952
30. Margaret Kohl 2001 E John St Appleton 54915
31. Ryan Kohl 2001 E John St Appleton 54915
32. Anthony Lindberg 219 W Arrowhead Ln Appleton 54913
33. Robert Loeper Sr 1610 University Dr #8 Menasha 54952
34. Jacob Luoma 531 N Bateman Appleton 54911
35. Sharon Maass 134 S Lee St Appleton 54915
36. Tanya McCollough 1137 W Lorin St Appleton 54914
37. Steven McNiesh 36 Tracy Ct Appleton 54915
38. Devon Mischler 313 N Rankin St Appleton 54911
39. Amelia Mock 136 N Story St Appleton 54914
40. Nancy Moore 807 N Superior St Appleton 54911
41. Brooke Nachtrab 522 E New York Ave Oshkosh 54901
42. Meghan Near 2401 E Ashbury Dr #15 54913

| | |
|------------------------|---|
| 43. Michael Nelson | 1074 W Willis Way Appleton 54913 |
| 44. Megan Nickel | 140 ½ E Tobacnoir St Kaukauna 54130 |
| 45. Shannon Otte | 2525 S Jason Dr Appleton 54915 |
| 46. Charmaine Pankow | 1509 N Hine St Appleton 54914 |
| 47. Lynn Perry | 405 S Olde Oneida St #103 Appleton 54911 |
| 48. Phillip Plamann | 213 Arrowhead Lane Appleton 54913 |
| 49. Dana Reader | W3841 Highview Dr Appleton 54913 |
| 50. James Reinthalther | 623 W 6 th St #3W Appleton 54911 |
| 51. Heather Riehl | 2524 S Kernan Ave Appleton 54915 |
| 52. Kevin Ritske | 1201 Desnoyer St Kaukauna 54130 |
| 53. Mary Rivas | 206 Brookeview Ct Combined Locks 54113 |
| 54. Benjamin Sams | 204 Elm St Menasha 54952 |
| 55. Tiffany Sams | 204 Elm St Menasha 54952 |
| 56. Cortany Shearer | 2109 N Oneida St Appleton 54911 |
| 57. Kayla Sinclair | 1849 Mountian Ash Ln Little Chute 54140 |
| 58. Holly Steves | 2306 N Superior Appleton 54911 |
| 59. Sean Timm | 817 N Appleton St Appleton 54911 |
| 60. Michelle VanDriest | 1002 N Superior St Appleton 54911 |
| 61. James VanDyke | 511 Steven St Combined Locks 54113 |
| 62. Scott Waananen | 2517 E Peter St Appleton 54915 |
| 63. Carrie Wadel | 408 Park St Combined Locks 54113 |
| 64. Rachel Wydra | 4910 N French Rd Appleton 54913 |
| 65. Dana Ziegenhagen | 5771 State Rd 91 Oshkosh 54904 |
| 66. Mary Zito | 4731 Westbrook Ct Appleton 54913 |



| | | | |
|---------------------------------|------------|--------------|-------|
| FEEES ARE NON-REFUNDABLE | | Date Rec'd | 53119 |
| License fee EACH Vehicle | 1x \$30.00 | Acct. CLLTSE | |
| Investigation fee | \$ 7.00 | Acct. CLLPIF | |
| Total fee paid | \$37 | Receipt | 10095 |

LICENSE APPLICATION

for
TAXICAB COMPANY AND LIMOUSINE SERVICE

Original Application
 Renewal - License # _____

SECTION 1 - APPLICANT INFORMATION

| | | | |
|---|------------------------------------|----------------------------------|--|
| Name of Company ATLAS TAXI | | Business Phone | |
| Business Street Address 1125 W MAIN ST LOT 17 | | City LEWIS & CLARK | State WI |
| Owner's Name MATTHEW J HYLE | Date of Birth [REDACTED] | Zip 54971 | <input checked="" type="checkbox"/> Individual |
| Owner's Name | Date of Birth | | <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation |

SECTION 2 - VEHICLES TO BE OPERATED (Attach additional sheets if necessary)

| Vehicle Number | Capacity | Make/Model | DOT License Plate Number |
|----------------|----------|--------------------|--------------------------|
| ① 69 | 6 | 05 PONTIAC MONTANA | AFC 2599 |
| | | | |
| | | | |

SECTION 3 - COMPANY HISTORY

Is the company currently licensed in any other municipality? YES NO If Yes, what municipality?

Has the company ever been denied a license by any municipality? YES NO If Yes, please explain:

Have any of the owners ever been convicted of a crime? YES NO If Yes, please explain:

Describe the basic operations of the company:
PICK UP AND DROP OFF PEOPLE & PKG

If the business is located in the City limits, Municipal Code requires that on-street parking is provided for. If applicable, what provisions have been made for off street parking?

SECTION 4 - INSURANCE NOTICE

Insurance Coverage:

Insurance Carrier: **PROGRESSIVE**

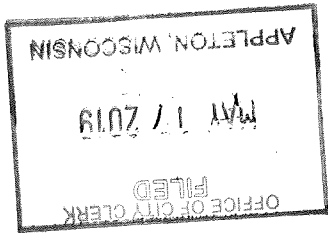
Insurance Agent Name and Phone Number: **H & PATRICK**

Policy Number: **03817501-2**

Policy Period: **6-18-18 TO 6-19-19**

I confirm that I have the authority to sign and certify the information contained herein as the permittee/licensee, or duly authorized representative of the entity obtaining this permit/license. I have reviewed and understand the insurance requirements of the City of Appleton. I hereby certify that I, or the company I represent, have insurance in the amounts required to obtain this permit/license, have named the City of Appleton as an additional insured for purposes of this permit/license and have provided the name of my insurance carrier, the policy number, and policy period above. Further, I agree to maintain appropriate insurance coverage for the duration of this permit/license and to indemnify, defend and

Matthew J Hyle



FEEES ARE NON-REFUNDABLE Date Recv'd 5/20/19
 License fee EACH Vehicle 3x \$30.00 Acct. 11030.4320
 Investigation fee \$ 7.00 Acct. 100.2359
 Total fee paid \$97.00 Receipt 9619

CLTSE
CLCPIF

LICENSE APPLICATION
 for
TAXICAB COMPANY AND LIMOUSINE SERVICE

Original Application
 Renewal – License # 2-18

SECTION 1 – APPLICANT INFORMATION

| | | | |
|--|---|---|-------------|
| Name of Company Dynasty Limousine Service LLC | | Business Phone 920-954-9111 | |
| Business Street Address 314 E. Wilson Ave. | | City Appleton | State WI |
| | | Zip 54915 | |
| Owner's Name Diana Wolters | Date of Birth ●●●●●● | <input type="checkbox"/> Individual | |
| Owner's Name John Wolters | Date of Birth ●●●●●● | <input type="checkbox"/> Partnership | |
| | | <input checked="" type="checkbox"/> Corporation | |
| Owner's Driver License Number ●●●●●●●●●● | Owner's Driver License Number ●●●●●●●●●● | | |

SECTION 2 – VEHICLES TO BE OPERATED (Attach additional sheets if necessary)

| Vehicle Number | Capacity | Make/Model | DOT License Plate Number |
|----------------|----------|-----------------------|--------------------------|
| 10 | 10 | Freightliner Sprinter | dynasty10 |
| esc16 | 5 | Cadillac Escalade | 575 XZE |
| esc17 | 5 | Cadillac Escalade | ADP 2679 |

SECTION 3 - COMPANY HISTORY

Is the company currently licensed in any other municipality? YES NO If Yes, what municipality?

Has the company ever been denied a license by any municipality? YES NO If Yes, please explain:

Have any of the owners ever been convicted of a crime? YES NO If Yes, please explain:

Describe the basic operations of the company:
 Luxury Charter Transportation

If the business is located in the City limits, Municipal Code requires that off-street parking is provided for. If applicable, what provisions have been made for off street parking?
 Large Driveway and Rental warehouse in Menasha

SECTION 4 – INSURANCE NOTICE

Insurance Coverage: 1,500,000

Insurance Carrier: Progressive

Insurance Agent Name and Phone Number: Jackson Kahl 920-923-4020

Policy Number: 08086522-0

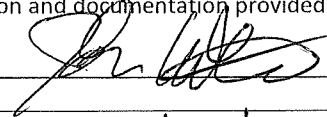
Policy Period: Aug 27 2018 to Aug 27 2019

I confirm that I have the authority to sign and certify the information contained herein as the permittee/licensee, or duly authorized representative of the entity obtaining this permit/license. I have reviewed and understand the insurance requirements of the City of Appleton. I hereby certify that I, or the company I represent, have insurance in the amounts required to obtain this permit/license, have named the City of Appleton as an additional insured for purposes of this permit/license and have provided the name of my insurance carrier, the policy number, and policy period above.

Further, I agree to maintain appropriate insurance coverage for the duration of this permit/license and to indemnify, defend and hold harmless the City of Appleton and its officers, officials, employees and agents from and against any and all liability, loss, damage, expenses, costs, including attorneys fees arising out of the activities performed as described herein, caused in whole or in part by any negligent act or omission of the applicant, anyone directly or indirectly employed by any of them, which may arise from the use of city right-of-way or property under this permit or license.

I certify that this application, and all information and documentation provided therein, is true and accurate.

Applicant's Signature _____



FOR OFFICE USE ONLY

Date sent 5/20/19.

COI on file? YES NO

| Sealer | Approve | Deny | By | Reason | S&L Date |
|------------|---------|------|------------|---------|---------------------------|
| | X | | Maggio | 5/28/19 | 6/12/19 |
| Police | X | | Miller | 5/20/19 | Common Council 6/19/19 |
| Fire | X | | Patterson | 5/21/19 | Date issued |
| Inspection | X | | Vandewalle | 5/21/19 | Exp. date |

8-10-12

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



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

APPLICATION for SALVAGE DEALER'S LICENSE

| | | |
|----------------------------------|-------------|---------------------------|
| FEES ARE NON-REFUNDABLE | | Date Recv'd <u>6/6/19</u> |
| License Fee - Local | \$200.00 | Acct. CLSALV |
| License Fee - Out of City | \$ 75.00 | Acct. CLSALV |
| Investigation Fee | + 7.00 | Acct. CLCPIF |
| Total Amount Paid | <u>207-</u> | Receipt <u>10336</u> |
| License period July 1 to June 30 | | |

SECTION 1 – BUSINESS INFORMATION – Answer all questions completely. Please PRINT clearly

| | | | |
|---|----------------------|-----------------|------------------|
| Business Name <u>Mach IV Motors LLC</u> | | | |
| Business Street Address <u>600 E Hancock St</u> | City <u>Appleton</u> | State <u>WI</u> | Zip <u>54911</u> |
| Business Telephone Number <u>920-202-2201</u> | | | |

SECTION 2 – APPLICANT INFORMATION

| | | | |
|--|-------------------------------|--|------------------------------------|
| Name <u>Kara Tullberg</u> | | | |
| Home Street Address <u>2832 Crestview Dr</u> | City <u>Appleton</u> | State <u>WI</u> | Zip <u>54915</u> |
| Date of Birth <u>[REDACTED]</u> | Male <input type="checkbox"/> | Female <input checked="" type="checkbox"/> | Telephone Number <u>[REDACTED]</u> |

SECTION 3 – CORPORATION INFORMATION – List names, addresses and dates of birth of all officers.

| President | Last | First | Middle Initial | Date of Birth | Male | Female |
|----------------|--------------------------|----------------|----------------------|-------------------|-------------------------------------|-------------------------------------|
| | <u>Tullberg</u> | <u>Charles</u> | <u>D</u> | <u>[REDACTED]</u> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Address | <u>2832 Crestview Dr</u> | | City <u>Appleton</u> | State <u>WI</u> | Zip <u>54915</u> | |
| Vice President | Last | First | Middle Initial | Date of Birth | Male | Female |
| | <u>Tullberg</u> | <u>Kara</u> | <u>L</u> | <u>[REDACTED]</u> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Address | <u>2832 Crestview Dr</u> | | City <u>Appleton</u> | State <u>WI</u> | Zip <u>54915</u> | |
| Secretary | Last | First | Middle Initial | Date of Birth | Male | Female |
| | | | | | | |
| Address | | | City | State | Zip | |
| Treasurer | Last | First | Middle Initial | Date of Birth | Male | Female |
| | | | | | | |
| Address | | | City | State | Zip | |

SECTION 4 – PENALTY NOTICE

I certify that I am familiar with Section 9.386 of the Municipal Code of the City of Appleton and agree that any license granted under this application may be suspended for cause at any time by the Common Council.
Under penalty of law, I swear that the information provided in this application is true and correct to the best of my knowledge and belief.

Signature of Applicant: Kara Tullberg

FOR OFFICE USE ONLY

| Dept. | Approve | Deny | By | Reason |
|--------------------|---------|----------------|----------------|-----------|
| Police | | | | |
| Fire | | | | |
| City Sealer | | | | |
| Inspection | | | | |
| S&L <u>6-12-19</u> | Council | <u>6-19-19</u> | Date Issued | Exp. Date |
| | | | License Number | |

5-28-19



| | | |
|--------------------------------|--------------------|---------------------------|
| FEES ARE NON-REFUNDABLE | | Date Recvd <u>5/31/19</u> |
| License fee EACH Vehicle | \$30.00 | Acct. 11030.4320 |
| Investigation fee | <u>271</u> \$ 7.00 | Acct. 100.2359 |
| Total fee paid | \$ <u>807</u> | Receipt <u>10059</u> |

LICENSE APPLICATION

for
TAXICAB COMPANY AND LIMOUSINE SERVICE

| | |
|-------------------------------------|---------------------------------|
| <input type="checkbox"/> | Original Application |
| <input checked="" type="checkbox"/> | Renewal – License # <u>2-19</u> |

SECTION 1 – APPLICANT INFORMATION

| | | | |
|--|---|---|-------------|
| Name of Company LIR Transportation LLC dba Fox Valley Cab | | Business Phone 920-734-4545 | |
| Business Street Address 719 W Frances St | | City Appleton | State WI |
| Zip 54914 | | | |
| Owner's Name Igor Leykin | Date of Birth ●●●●●● | <input type="checkbox"/> Individual | |
| Owner's Name Margarita Leykin | Date of Birth ●●●●●● | <input type="checkbox"/> Partnership | |
| Owner's Driver License Number ●●●●●●●●●● | Owner's Driver License Number ●●●●●●●●●● | <input checked="" type="checkbox"/> Corporation | |

SECTION 2 – VEHICLES TO BE OPERATED (Attach additional sheets if necessary)

| Vehicle Number | Capacity | Make/Model | DOT License Plate Number |
|----------------|----------|------------|--------------------------|
| list attached | | | |
| | | | |
| | | | |
| | | | |

SECTION 3 - COMPANY HISTORY

| | | | |
|---|---|--|---------------------------------------|
| Is the company currently licensed in any other municipality? | YES <input checked="" type="checkbox"/> | NO <input type="checkbox"/> | If Yes, what municipality? Oshkosh |
| Has the company ever been denied a license by any municipality? | YES <input type="checkbox"/> | NO <input checked="" type="checkbox"/> | If Yes, please explain: |
| Have any of the owners ever been convicted of a crime? | YES <input type="checkbox"/> | NO <input checked="" type="checkbox"/> | If Yes, please explain: |

Describe the basic operations of the company:
Taxi, paratransit, shuttle, delivery and livery transportation

If the business is located in the City limits, Municipal Code requires that off-street parking is provided for. If applicable, what provisions have been made for off street parking?
We have a private facility and parking for up to 25 cars outside and 16 inside

SECTION 4 – INSURANCE NOTICE

Insurance Coverage: COI Attached \$1M base Liab and \$2M Excess Liability Umbrella

Insurance Carrier: Integrity and Secura for primary coverage.

Insurance Agent Name and Phone Number: Coverna Insurance Services, Inc. 608-526-2127

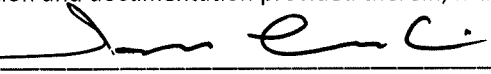
Policy Number: CA 2645691, and A323812

Policy Period: 04/21/2019 - 04/21/2020

I confirm that I have the authority to sign and certify the information contained herein as the permittee/licensee, or duly authorized representative of the entity obtaining this permit/license. I have reviewed and understand the insurance requirements of the City of Appleton. I hereby certify that I, or the company I represent, have insurance in the amounts required to obtain this permit/license, have named the City of Appleton as an additional insured for purposes of this permit/license and have provided the name of mv insurance carrier. the policy number. and policy period above.

Further, I agree to maintain appropriate insurance coverage for the duration of this permit/license and to indemnify, defend and hold harmless the City of Appleton and its officers, officials, employees and agents from and against any and all liability, loss, damage, expenses, costs, including attorneys fees arising out of the activities performed as described herein, caused in whole or in part by any negligent act or omission of the applicant, anyone directly or indirectly employed by any of them, which may arise from the use of city right-of-way or property under this permit or license.

I certify that this application, and all information and documentation provided therein, is true and accurate.

Applicant's Signature 

| FOR OFFICE USE ONLY | | | | | COI on file? YES NO | |
|---------------------|---------|------|----|--------|---------------------|--|
| Sealer | Approve | Deny | By | Reason | S&L Date | |
| Police | | | | | Common Council | |
| Fire | | | | | Date issued | |
| Inspection | | | | | Exp. date | |

8-10-12

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



4/1/2019

| <u>Vehicle No</u> | <u>Make/Model</u> | <u>Passenger Capacity</u> | <u>License</u> | <u>VIN</u> | <u>Active Date</u> |
|-------------------|--|---------------------------|----------------|--------------------|-------------------------|
| 1 431 | 2005 Chev Express Van | 11 | 785-WPT | 1GAHG35U551172188 | 4/21/2014 |
| 2 432 | 2010 Dodge GndCrvn (w/Rear Entry Ramp) | 5 | 366-WPV | 2D4RN4DE4AR303590 | 4/21/2014 |
| 3 440 | 2005 Chev Express Van | 11 | 773-WPT | 1GAHG35U151171295 | 4/21/2014 |
| 4 446 | 2006 Dodge Grand Caravan W/C Rear Entry | 6 | 330-WPM | 2D4GP44L96R770821 | 5/31/2014 |
| 5 449 | 2008 Dodge Grand Caravan W /C Rear Entry | 4 | 152-WXG | 1D8HN44H08B165446 | Activate 12/1/2014 |
| 6 457 | 2010 Chrys Town & Country | 7 | 222-YHF | 2A4RR4DE5AR192589 | Active 10/20/15 |
| 7 458 | 2008 Chrys Town & Country | 7 | 200-YMT | 2A8HR44H88R103192 | Active as of 6/28/2016 |
| 8 459 | 2008 Chrys Town & Country | 7 | 484-YPR | 2A8HR44H88R748330 | Active as of 04/07/2016 |
| 9 464 | 2012 Dodge Grnd Caravan | 6 | 273-ZNE | 2C4RDGDGDXCR100810 | Active as of 01/11/2017 |
| 10 465 | 2011 Chrys T & C | 6 | 286-ZNE | 2A4RR5DG7BR697977 | Active as of 12/19/2016 |
| 11 466 | 2008 Toyota Sienna | 6 | 262-ZNE | 5TDZK23C08S169964 | Active as of 01/11/2017 |
| 12 467 | 2008 Toyota Sequoia | 6 | 299-ZNE | 5TDBY68AX8S007001 | Active as of 12/22/2016 |
| 13 468 | 2012 Dodge Grnd Caravan | 6 | 464-ZRY | 2C4RDGCG3CR136551 | Active as of 03/02/2017 |
| 14 469 | 2012 Toyota Sienna W/C Rear Entry | 4 | 240-ZUK | 5TDKK3DC0CS176556 | Active as of 03/27/2017 |
| 15 470 | 2013 Dodge Grand Caravan | 6 | 991-ZUJ | 2C4RDGDG9DR726835 | Active as of 03/14/2017 |
| 16 473 | 2010 Dodge Grand Caravan | 7 | AAV-9050 | 2D4RN5D19AR111651 | Active as of 9/1/2017 |
| 17 474 | 2012 Dodge Grand Caravan | 7 | AAV-9053 | 2C4RDGDG3CR341284 | Active as of 9/1/2017 |
| 18 476 | 2009 Scion xB | 4 | AAF4451 | JTLKE50E991095740 | Active as of 9/1/2017 |
| 19 477 | 2011 Hyudai Sonata | 4 | 301GJB | 5NPEB4AC1BH016181 | Active as of 9/1/2017 |
| 20 478 | 2008 Toyota Sienna | 7 | ABF1572 | 5TDZK23C48S132626 | Active as of 9/1/2017 |
| 21 479 | 2008 Toyota Sienna | 7 | ADD4212 | 5TDZK23C68S119327 | Active as of 5/4/2018 |
| 22 480 | 2006 Toyota Sienna | 7 | ADD4605 | 5TDZA22C86S393081 | Active as of 5/21/2018 |
| 23 481 | 2008 Toyota Sienna | 7 | ADL6102 | 5TDZK23C98S178484 | Active as of 07/13/2018 |
| 24 482 | 2008 Toyota Sienna | 7 | ADT5759 | 5TDZK23C58S222044 | Active as of 09/05/2018 |
| 25 483 | 2006 Toyota Sienna | 7 | ADT5697 | 5TDZA23C36S574443 | Active as of 09/05/2018 |
| 26 484 | 2011 Toyota Sienna | 7 | AED1381 | 5TDYK3DC0BS010482 | Active as of 09/05/2018 |
| 27 485 | 2012 Toyota Sienna | 7 | ADF4993 | 5TDKK3DC0CS255032 | |



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/23/2019

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 have ADDITIONAL INSURED provisions or 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 Coverra Insurance Services, Inc. 3803 Creekside Ln Holmen WI 54636 | CONTACT NAME: Pam Andre PHONE (A/C No. Ext): 608-526-2127 E-MAIL ADDRESS: pandre@coverrainsurance.com | FAX (A/C No.): 608-519-2818 |
| | INSURER(S) AFFORDING COVERAGE | |
| INSURED FOXVALL-02 Fox Valley Cab, L I R Transportation LLC dba 719 W Frances St Appleton WI 54914 | INSURER A: Integrity Group | |
| | INSURER B: Secura Insurance, A Mutual Company | |
| | INSURER C: | |
| | INSURER D: | |
| | INSURER E: | |
| | INSURER F: | |

COVERAGES **CERTIFICATE NUMBER:** 1264540693 **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 <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | GLA2678583 | 4/21/2019 | 4/21/2020 | EACH OCCURRENCE | \$ 1,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 100,000 |
| | | | | | | | MED EXP (Any one person) | \$ 5,000 |
| | | | | | | | PERSONAL & ADV INJURY | \$ 1,000,000 |
| | | | | | | | GENERAL AGGREGATE | \$ 2,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | \$ 2,000,000 |
| | | | | | | | | \$ |
| A B | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | | | CA 2645691 A3238212 | 4/21/2019 4/21/2019 | 4/21/2020 4/21/2020 | COMBINED SINGLE LIMIT (Ea accident) | \$ 1,000,000 |
| | | | | | | | BODILY INJURY (Per person) | \$ |
| | | | | | | | BODILY INJURY (Per accident) | \$ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | \$ |
| | | | | | | | | \$ |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ | | | | | | EACH OCCURRENCE | \$ |
| | | | | | | | AGGREGATE | \$ |
| | | | | | | | | \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | | N/A | | | PER STATUTE | OTH-ER |
| | | | | | | | E.L. EACH ACCIDENT | \$ |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | \$ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | \$ |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The City of Appleton, and its officers, council members, agents, employees, and authorized volunteers are additional insureds on the Integrity Commercial auto policy

| | |
|---|--|
| CERTIFICATE HOLDER City of Appleton 100 North Appleton Street Appleton WI 54911 | CANCELLATION 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 <i>Pam Andre</i> |
|---|--|



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

APPLICATION for SALVAGE DEALER'S LICENSE

| | | |
|----------------------------------|------------|---------------------------|
| FEES ARE NON-REFUNDABLE | | Date Recv'd <u>6/7/19</u> |
| License Fee - Local | \$200.00 | Acct. CLSALV |
| License Fee - Out of City | \$ 75.00 | Acct. CLSALV |
| Investigation Fee | + 7.00 | Acct. CLCPIF |
| Total Amount Paid | <u>282</u> | Receipt <u>10364</u> |
| License period July 1 to June 30 | | |

SECTION 1 – BUSINESS INFORMATION – Answer all questions completely. Please PRINT clearly

| | | | |
|---|-------------------------|--------------------|---------------------|
| Business Name <u>Mrc's Motorcycles, LLC</u> | | | |
| Business Street Address <u>724 S. Outagamie St</u> | City <u>Appleton</u> | State <u>WI</u> | Zip <u>54914</u> |
| Business Telephone Number <u>920-574-2229</u> | | | |

SECTION 2 – APPLICANT INFORMATION

| | | | |
|---|-------------------------|---|---------------------------------------|
| Name <u>Janet Ristan</u> | | | |
| Home Street Address <u>926 E. College Ave.</u> | City <u>Appleton</u> | State <u>WI</u> | Zip <u>5491</u> |
| Date of Birth <u>[REDACTED]</u> | Male | Female <input checked="" type="checkbox"/> | Telephone Number <u>[REDACTED]</u> |

SECTION 3 – CORPORATION INFORMATION – List names, addresses and dates of birth of all officers.

| | | | | | | |
|-------------------------------------|-------------------------|-----------------------------|----------------|------------------------------------|---|---|
| President | Last <u>Egelseer</u> | First <u>Eric</u> | Middle Initial | Date of Birth <u>[REDACTED]</u> | Male <input checked="" type="checkbox"/> | Female |
| Address <u>12 E. Ramlen Ct</u> | | City <u>Appleton</u> | | State <u>WI</u> | Zip <u>54915</u> | |
| Vice President | Last <u>Ristan</u> | First <u>Janet</u> | Middle Initial | Date of Birth <u>[REDACTED]</u> | Male | Female <input checked="" type="checkbox"/> |
| Address <u>926 E College Ave</u> | | City <u>Appleton</u> | | State <u>WI</u> | Zip <u>5491</u> | |
| Secretary | Last <u>Ristan</u> | First <u>Glenn</u> | Middle Initial | Date of Birth <u>[REDACTED]</u> | Male <input checked="" type="checkbox"/> | Female |
| Address <u>926 E College Ave</u> | | City <u>Appleton</u> | | State <u>WI</u> | Zip <u>5491</u> | |
| Treasurer | Last <u>Ristan</u> | First <u>Daniel</u> | Middle Initial | Date of Birth <u>[REDACTED]</u> | Male <input checked="" type="checkbox"/> | Female |
| Address <u>924 Manor Pl</u> | | City <u>Little Chute</u> | | State <u>WI</u> | Zip <u>54140</u> | |

SECTION 4 – PENALTY NOTICE

I certify that I am familiar with Section 9.386 of the Municipal Code of the City of Appleton and agree that any license granted under this application may be suspended for cause at any time by the Common Council.
Under penalty of law, I swear that the information provided in this application is true and correct to the best of my knowledge and belief.

Signature of Applicant: Janet Ristan

FOR OFFICE USE ONLY

| Dept. | Approve | Deny | By | Reason |
|--------------------|------------------------|-------------|-----------|----------------|
| Police | | | | |
| Fire | | | | |
| City Sealer | | | | |
| Inspection | | | | |
| S&L <u>6-12-19</u> | Council <u>6-19-19</u> | Date Issued | Exp. Date | License Number |



LICENSE APPLICATION

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

| | | |
|-------------------------------------|----------------------|-----------------------------------|
| FEES ARE NON-REFUNDABLE | | Date Recv'd <u>6/10/19</u> |
| <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>90</u> | | Receipt # <u>10431</u> |

| | |
|-------------------------------------|----------------------|
| <input checked="" type="checkbox"/> | Original Application |
| <input type="checkbox"/> | 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) |
| Hunter Bjorkman | | M | N/A | ●●●●●● | ●●●●●●●● |
| Street Address | City | State | Zip | Home Telephone Number | |
| 10121 Barnes Canyon Rd. | San Diego | CA | 92121 | 858.766.7244 | |

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: _____

SECTION 3 – BUSINESS INFORMATION

| | | | | | |
|-------------------------|-------------------------|------------|-------|-------|------------------|
| Business Name | Street Address | City | State | Zip | Telephone Number |
| ecoATM, LLC | 2700 N. Ballard Ave | Appleton | WI | 54911 | 858.766.7244 |
| Owner's Name | Street Address | City | State | Zip | Telephone Number |
| ecoATM, LLC | 10121 Barnes Canyon Rd. | San Diego | CA | 92121 | 858.766.7244 |
| Business Manager's name | Street Address | City | State | Zip | Telephone Number |
| Hunter Bjorkman | 10121 Barnes Canyon Rd. | San Diego | CA | 92121 | 858.766.7244 |
| Building Owner's Name | Street Address | City | State | Zip | Telephone Number |
| The Kroger Corp. | 1014 Vine Street | Cincinnati | OH | 45202 | 513 762 4000 |

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:

ecoATM, LLC

State of Incorp.

DE

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 |
|------------------------|-----|------|-----|-------------------------|-----------|-------|-------|
| Maquera, David D. | M | | ●● | 10121 Barnes Canyon Rd. | San Diego | CA | 92121 |
| Mersten, David R. | M | | ●● | 10121 Barnes Canyon Rd. | San Diego | CA | 92121 |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |

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: _____

Date 4/23/19

FOR OFFICE USE ONLY

| Dept | Approve | Deny | By | Reason |
|-----------------|---------|------|----|--------|
| POLICE | | | | |
| FIRE | | | | |
| COM DEVELOPMENT | | | | |
| CITY SEALER | | | | |

| | | | | |
|--|----------------------------------|-------------------------------|-----------------------------------|----------------|
| Safety and Licensing <u>6/12/19</u> | Common Council <u>6/19/19</u> | Date Issued ____/____/____ | Expiration Date ____/____/____ | License Number |
|--|----------------------------------|-------------------------------|-----------------------------------|----------------|

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

AN ECO-FRIENDLY KIOSK DRIVING FOOT TRAFFIC & SPENDING

MALL / STORE BENEFITS

- ecoATM is a destination
- Increased foot traffic
- Consumers paid in cash
- Increased consumer spending
- Promotes sustainability
- Does not compete with inline stores
- Small footprint 37.2" x 32.6" x 85.3"
- Does not clutter, block sight lines, or take space from carts & kiosks
- No operational support from mall required

HOW IT WORKS FOR YOU

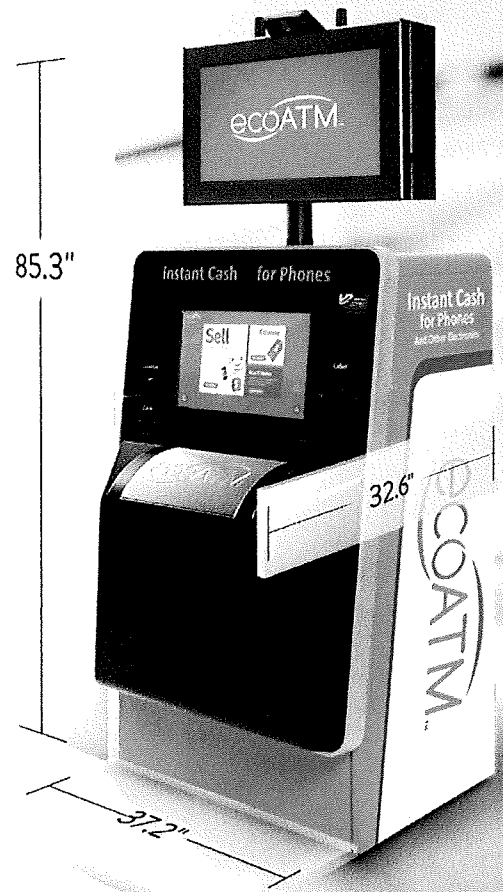
ecoATM is a destination for customers. More ecoATM customers means more foot traffic for you. Even better, the ecoATM will pump cash into the hands of customers who often spend it right away!

TECHNICAL SPECS

- Weight 800 lbs
- Operating Environment: 30° to 120° F (0° to 50° C)
- Power Consumption: 5.0 amps @ 120vac MAX
- Data Line not required

POWER REQUIREMENTS

- A standard 110-120 VAC receptacle within four (4) feet of the ecoATM machine location
- A clean power receptacle is preferred
- Avoid branching off of overloaded circuits
- Avoid circuits utilized by automatic doors, compressors, and children's rides
- Requires a dedicated 24-hour circuit





LICENSE APPLICATION

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

| | | |
|-------------------------------------|----------------------|-----------------------------------|
| FEES ARE NON-REFUNDABLE | | Date Recv'd <u>6/10/19</u> |
| <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 checked="" type="checkbox"/> | Investigation fee | \$ 7.00 Acct. 100.2359 |
| Total fee paid \$ <u>97</u> | | Receipt # <u>10431</u> |

| | |
|-------------------------------------|----------------------|
| <input checked="" type="checkbox"/> | Original Application |
| <input type="checkbox"/> | 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) |
| Hunter Bjorkman | | M | N/A | ●●● | Atlanta, GA |
| Street Address | City | State | Zip | Home Telephone Number | |
| 10121 Barnes Canyon Rd. | San Diego | CA | 92121 | 858.766.7244 | |

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: _____

SECTION 3 – BUSINESS INFORMATION

| | | | | | |
|-------------------------|-------------------------|------------|-------|-------|------------------|
| Business Name | Street Address | City | State | Zip | Telephone Number |
| ecoATM, LLC | 511 West Calumet Street | Appleton | WI | 54915 | 858.766.7244 |
| Owner's Name | Street Address | City | State | Zip | Telephone Number |
| ecoATM, LLC | 10121 Barnes Canyon Rd. | San Diego | CA | 92121 | 858.766.7244 |
| Business Manager's name | Street Address | City | State | Zip | Telephone Number |
| Hunter Bjorkman | 10121 Barnes Canyon Rd. | San Diego | CA | 92121 | 858.766.7244 |
| Building Owner's Name | Street Address | City | State | Zip | Telephone Number |
| The Kroger Corp. | 1014 Vine Street | Cincinnati | OH | 45202 | 513 762 4000 |

mailing address:

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: **ecoATM, LLC** State of Incorp. **DE**


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 |
|------------------------|-----|------|-----|-------------------------|-----------|-------|-------|
| Maquera, David D. | M | | ●● | 10121 Barnes Canyon Rd. | San Diego | CA | 92121 |
| Mersten, David R. | M | | ●● | 10121 Barnes Canyon Rd. | San Diego | CA | 92121 |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |

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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:  Date 4/23/19

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 |
| <u>6/12/19</u> | <u>6/19/19</u> | <u> / / </u> | <u> / / </u> | |

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

AN ECO-FRIENDLY KIOSK DRIVING FOOT TRAFFIC & SPENDING

MALL / STORE BENEFITS

- ecoATM is a destination
- Increased foot traffic
- Consumers paid in cash
- Increased consumer spending
- Promotes sustainability
- Does not compete with inline stores
- Small footprint 37.2" x 32.6" x 85.3"
- Does not clutter, block sight lines, or take space from carts & kiosks
- No operational support from mall required

HOW IT WORKS FOR YOU

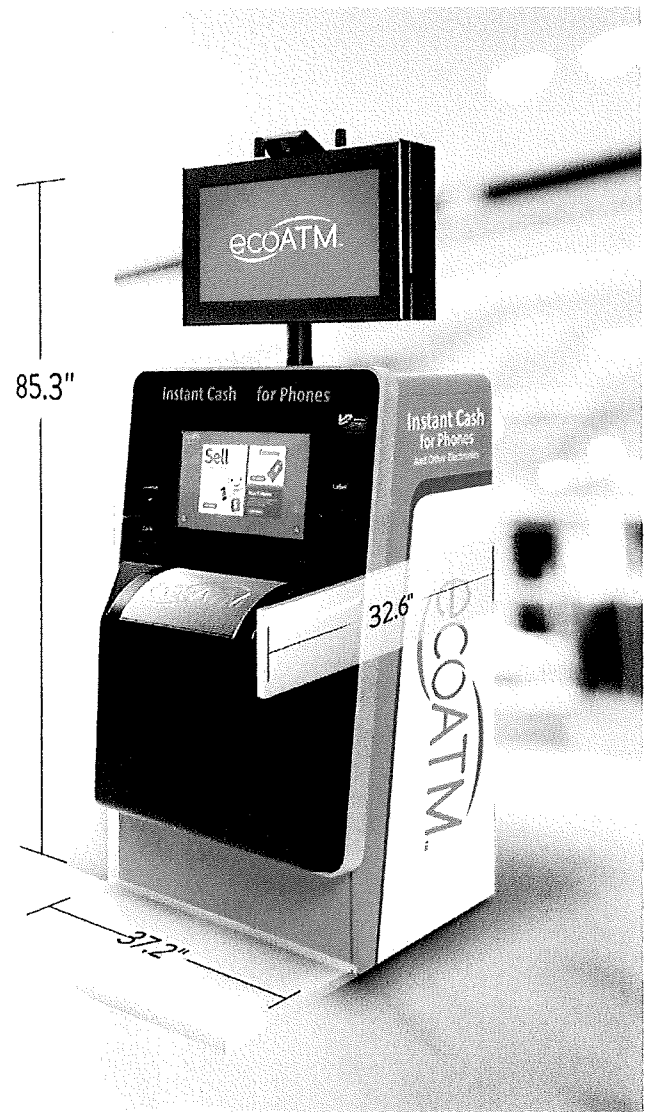
ecoATM is a destination for customers. More ecoATM customers means more foot traffic for you. Even better, the ecoATM will pump cash into the hands of customers who often spend it right away!

TECHNICAL SPECS

- Weight 800 lbs
- Operating Environment: 30° to 120° F (0° to 50° C)
- Power Consumption: 5.0 amps @ 120vac MAX
- Data Line not required

POWER REQUIREMENTS

- A standard 110-120 VAC receptacle within four (4) feet of the ecoATM machine location
- A clean power receptacle is preferred
- Avoid branching off of overloaded circuits
- Avoid circuits utilized by automatic doors, compressors, and children's rides
- Requires a dedicated 24-hour circuit





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

APPLICATION for the Operation of a PET STORE/KENNEL

| | | |
|----------------------------------|--------------|---------------------------|
| FEES ARE NON-REFUNDABLE | | Date Rec'd <u>6/19/19</u> |
| See SECTION 5 for Fee Schedule | | |
| License Fee - Initial | \$ _____ | Acct. Code: CLPETK |
| License Fee - Renewal | \$ <u>75</u> | Acct. Code: CLPETK |
| Investigation Fee | + \$ 7.00 | Acct. Code: CLCPIF |
| Total Amount Paid | \$ <u>82</u> | Receipt <u>10456</u> |
| License period July 1 to June 30 | | |

| | | | |
|--|--|---|--|
| SECTION 1 – BUSINESS LOCATION – Answer all questions completely. Please PRINT clearly | | | |
| NOTE: The location of a Kennel or Pet Store is subject to applicable zoning and other regulations. | | | |
| Business Name <u>Just Pets</u> | | | |
| Business Street Address | <u>2009 N. Richmond St.</u> | City <u>Appleton</u> | State <u>WI</u> Zip <u>54911</u> |
| Business Telephone Number | <u>920-733-6788</u> | | |
| SECTION 2 – APPLICANT INFORMATION | | | |
| Name <u>Craig Weburg</u> | | | |
| Home Street Address | <u>N8803 Kernan Ave</u> | City <u>Menasha</u> | State <u>WI</u> Zip <u>54952</u> |
| Date of Birth | <u>[REDACTED]</u> | Male <input checked="" type="checkbox"/> | Female <input type="checkbox"/> Telephone Number <u>[REDACTED]</u> |
| SECTION 3 – SERVICES TO BE PROVIDED | | | |
| Please check the type(s) of services your establishment will offer: <input checked="" type="checkbox"/> Live animals <input checked="" type="checkbox"/> Pet Food | | | |
| <input checked="" type="checkbox"/> Pet Accessories | <input checked="" type="checkbox"/> Fish | <input type="checkbox"/> Other | |
| SECTION 4 – PENALTY NOTICE | | | |
| Having knowledge of all governmental laws, rules or regulations governing the keeping or protection of animals, I hereby certify that the information provided in this application is true and correct to the best of my knowledge and belief. | | | |
| Signature of Applicant: <u>[Signature]</u> | | | |
| SECTION 5 – FEE SCHEDULE | | | |
| Pet Store License | Initial Fee - \$90.00 | Renewal Fee - <u>\$75.00</u> | |
| Kennel License | 10 or less animals - \$55.00 | 25 or less animals - \$130.00 | |
| | 50 or less animals - \$255.00 | More than 50 animals - \$5.00 per animal with a minimum of \$280.00 | |
| FOR OFFICE USE ONLY | | | |
| Dept. | Approve | Deny | By Reason |
| Police | | | |
| Fire | | | |
| City Sealer | | | |
| Inspection | | | |
| Community Development | | | |
| S&L <u>6-19-19</u> | Council <u>6-19-19</u> | Date Issued | Exp. Date |
| | | | License Number |

11-01-09

Return application to: City Clerk, 100 North Appleton Street, Appleton, WI 54911-4799



REPORT TO CITY PLAN COMMISSION

Plan Commission Meeting Date: June 11, 2019

Common Council Meeting Date: June 19, 2019

Item: Cypress Homes Annexation (N. Haymeadow Avenue)

Case Manager: Jessica Titel

GENERAL INFORMATION

Owner/Applicant: Cypress Homes, Inc. c/o Mike Blank

Address/Parcel: Tax Id #101039315 in the Town of Grand Chute. The subject property is located south of West Edgewood Drive and west of North Haymeadow Avenue.

Petitioner's Request: Owner 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: To allow for future single-family residential development.

Population of Such Territory: 0

Annexation Area: 5.5180 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.

Before Common Council approves the annexation ordinance, the City must allow a 20-day statutory review period, which starts when the Wisconsin Department of Administration (DOA) receives the annexation application materials and fee. The DOA received the annexation application materials and fee on May 20, 2019, so this requirement will be satisfied prior to Common Council taking action at their June 19, 2019 meeting.

STAFF ANALYSIS

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

Cypress Homes Annexation

June 11, 2019

Page 2

- The area proposed for annexation is contiguous to the existing City boundary. The subject property connects to the City of Appleton at Clearfield Lane, Stratford Lane and Wentworth Lane right-of-way. The subject property also connects via officially mapped extension of North Haymeadow Avenue.
- Annexation of the site in question is consistent with the Intermunicipal Boundary Agreement with the Town of Grand Chute.
- City sanitary sewer and water infrastructure is already installed within adjacent right-of-ways. The improvements needed to connect to City utilities will be reviewed at the time of a development proposal being submitted. Annexation to the City of Appleton is required before the subject property could connect to the City sewer and water.
- Currently, the subject property consists of vacant, undeveloped land.
- The owner is requesting that the City Plan Commission initiate a rezoning for the subject property from temporary AG Agricultural District to a permanent zoning classification of R-1B Single-Family 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.

Surrounding Zoning Classification and Land Uses:

North: Town of Grand Chute. The adjacent land use to the north is currently residential.

South: Town of Grand Chute. The adjacent land use to the south is currently agriculture.

East: R-1A Single Family Residential. The adjacent land use to the east is currently single-family residential.

West: Town of Grand Chute. The adjacent land use to the west is currently single-family residential.

Appleton Comprehensive Plan 2010-2030: The City of Appleton *Comprehensive Plan 2010-2030* identifies this area for future One and Two-Family Residential uses. The proposed annexation is consistent with the following goals and objectives of the *Comprehensive Plan 2010-2030*.

Goal 1 – Community Growth

Appleton will continue to provide opportunities for residential, commercial, and industrial growth, including appropriate redevelopment sites within the downtown and existing neighborhoods, and greenfield development sites at the City's edge.

Goal 3 – Housing Quality, Variety, and Affordability

Appleton will provide a variety of rental and ownership housing choices in a range of prices affordable to community residents, and ensure that existing housing is adequately maintained in terms of physical quality and market viability.

Cypress Homes Annexation

June 11, 2019

Page 3

5.1 OBJECTIVE: Continue efforts to ensure an adequate supply of housing affordable to all income levels in the community.

5.3 OBJECTIVE: Provide a range of housing options that meet the needs and appeal to all segments of the community and allows residents to age in place.

Technical Review Group (TRG) Report: This item was discussed at the May 21, 2019 Technical Review Group meeting. No negative comments were received from participating departments.

FUTURE ACTIONS

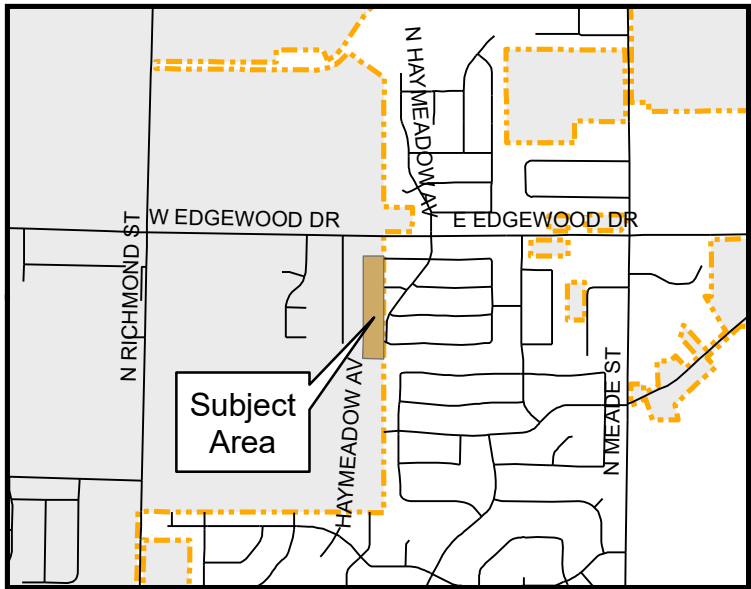
- Per Section 23-65(e) of the Municipal Code, a temporary zoning classification is assigned to newly annexed territory, with permanent zoning taking place following the annexation process. All territory annexed to the City is assigned a zoning classification as recommended by Plan Commission. The Plan Commission shall consider the following criteria in selection of an appropriate zoning district for the annexed land:
 - The existing land uses within the territory to be annexed;
 - The surrounding land uses that exist on adjacent properties regardless of municipal boundary lines;
 - The comprehensive plan of the City.
- The owner is requesting that Plan Commission initiate a rezoning for the subject property from temporary AG Agricultural District to a permanent zoning classification of R-1B Single-Family District. A rezoning initiated directly by Plan Commission will be processed in accordance with Section 23-65(d), Zoning Map Amendments, which includes review and action by the Common Council.

RECOMMENDATION

Staff recommends that the Cypress Homes Annexation (N. Haymeadow Avenue), as shown on the attached maps, **BE APPROVED** with the following stipulation:

1. The Plan Commission initiate the rezoning for the subject property from temporary AG Agricultural District to a permanent zoning classification of R-1B Single-Family District, pursuant to Section 23-65(d)(1) of the Municipal Code.

Annexation Cypress Homes - Haymeadow Avenue Town of Grand Chute Zoning Map



Subject Area

Subject Area

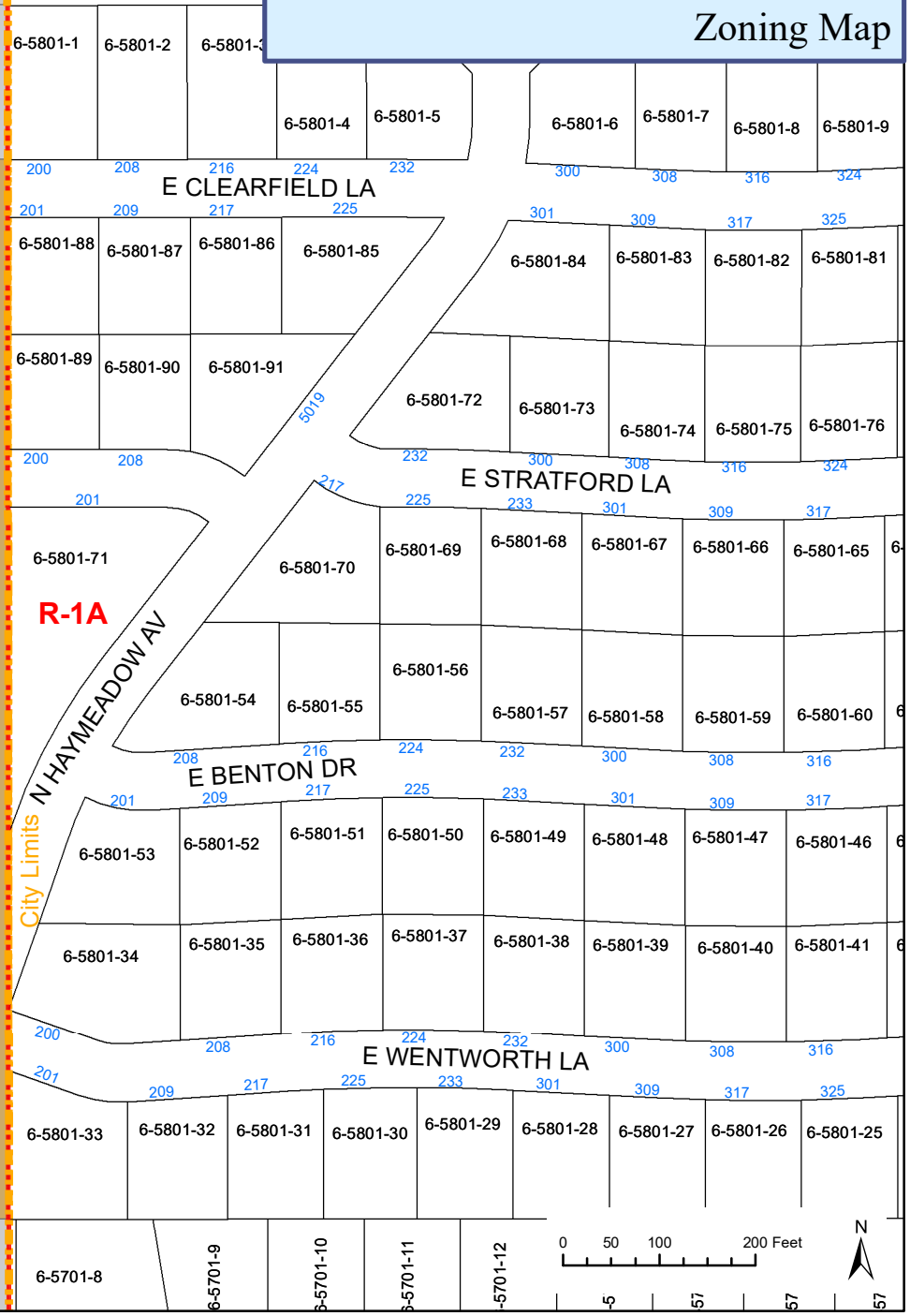
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219

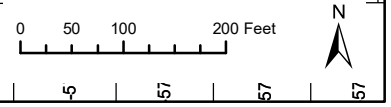
225

039315

City Limits



City Plan Commission
6-11-19



Annexation
Cypress Homes - Haymeadow Avenue
Town of Grand Chute
Aerial Map



Subject Area

City Limits



City Plan Commission
6-11-19





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

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(s) 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.

Lot ² of Certified Survey Map No. 7013 filed in Volume 42 of Certified Survey Maps on Page 7013 as Document No. 2047169, located in and being a part of the Northeast ¼ of the Northwest ¼ of Section 11, Township 21 North, Range 17 East, Town of Grand Chute, Outagamie County, Wisconsin.



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 R-1B Single-family District.

Area of lands to be annexed contains 5.5180 acres m/l.

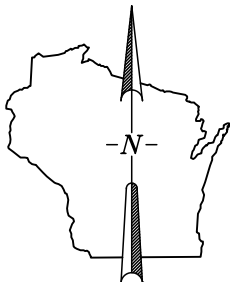
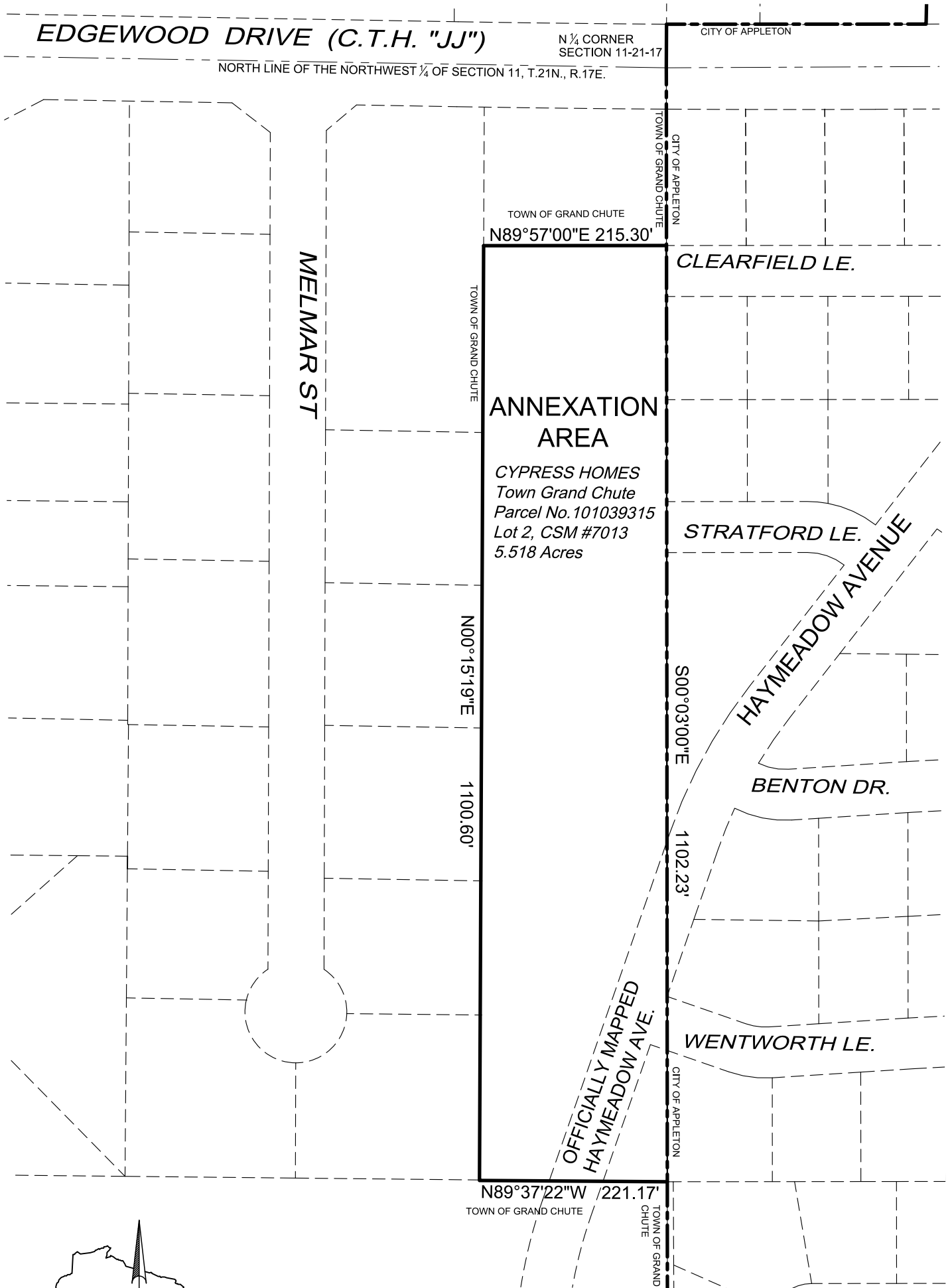
Tax Parcel number of lands to be annexed: 101039315.

The current population of such territory is 0.

| Signature of Petitioner | Owner/Elector | Date of Signing | Address of Petitioner (Include Zip Code) |
|---|---------------------|-----------------|---|
|  | Cypress Homes, Inc. | 5-14-19 | 1230 W. College Avenue, Suite D Appleton, WI 54914 |
| Mike Blank | | | |
|  | | | |
| Type (name) | | | |

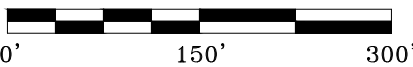
ANNEXATION EXHIBIT

Lot 2 of Certified Survey Map No.7013, being located in the Northeast ¼ of the Northwest ¼ of Section 11, Township 21 North, Range 17 East, Town of Grand Chute, Outagamie County, Wisconsin.



BEARINGS ARE REFERENCED TO THE WISCONSIN COUNTY COORDINATE SYSTEM, OUTAGAMIE COUNTY, NORTH LINE OF NW 1/4 SECTION 11, T.21N., R.17E.; WHICH BEARS N89°01'08\"W
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SCALE IN FEET



CITY OF APPLETON

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



MEMORANDUM

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

TO: Community and Economic Development Committee
FROM: Nikki Gerhard, Community Development Specialist
DATE: June 12, 2019
RE: 2018 Consolidated Annual Performance and Evaluation Report (CAPER)

The City of Appleton has prepared its 2018 Consolidated Annual Performance and Evaluation Report (CAPER) as required by the U.S. Department of Housing and Urban Development (HUD). The CAPER discusses Community Development Block Grant (CDBG) activities undertaken by the City of Appleton during the 2018 Program Year (April 1, 2018 - March 31, 2019).

The CAPER was available May 6 - June 5, 2019, for public comment. No comments were received.

Comments on the CAPER will also be accepted during a public hearing that will be held during the June 12, 2019 CEDC meeting. The primary function of this hearing is to obtain citizen comments on the submission.

The City considers all public input received before preparing its final submission, in addition to providing HUD with a summary of such comments as they relate to the 2018 CAPER. The CAPER is due to HUD by June 28, 2019.

A copy of the CAPER may be found online at: <https://www.appleton.org/government/community-and-economic-development/grants-administration/news-announcements-6880> or a copy is available for viewing at the Fifth Floor Customer Service area at City Hall.

Staff requests that CEDC approve the 2018 CAPER.

If you have any questions, please contact me at (920) 832-6469 or nikki.gerhard@appleton.org. Thank you!



Fifth Program Year CAPER (2018)

The CPMP Fifth Consolidated Annual Performance and Evaluation Report includes Narrative Responses to CAPER questions that CDBG, HOME, HOPWA, and ESG grantees must respond to each year in order to be compliant with the Consolidated Planning Regulations.

GOALS & OUTCOMES (CR-05)

*Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)
This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.*

The primary goal of the City of Appleton's Community Development Block Grant (CDBG) program is to *develop a viable urban community through the provision of decent housing, suitable living environments, and economic opportunities*, namely for low- and moderate-income persons. While housing rehabilitation continued to be a main priority during the 2018 program year (April 1, 2018-March 31, 2019), the City of Appleton also funded agencies that addressed public facility improvement projects, at-risk youth programs, and other public service activities.

The City experienced a significant upturn during the 2018 program year allocation, receiving \$593,953- a seven percent increase from the 2017 program year. Through a competitive application process, City of Appleton staff received requests totaling \$396,004.71 for activities that addressed priority needs from the 2015-2019 Consolidated Plan. In addition, the City of Appleton began drafting an updated version of the Analysis of Impediments, resulting in increased funding for fair housing efforts. Nearly 81 percent of the total award benefited low- and moderate-income individuals and families in the City of Appleton.

The City of Appleton's Homeowner Rehabilitation Loan Program- assisted 17 low- to moderate-income homeowners (less than 80 percent CMI) with the ability to live in decent, safe, and sanitary housing. Additionally, four homeowners received technical assistance from staff regarding home rehabilitation.

Appleton Housing Authority- while *promoting quality, affordable housing for all residents of the City of Appleton*, five households received homebuyer assistance, eight households received homebuyer rehabilitation assistance, and 36 individuals received homebuyer counseling.

Appleton Police Department- through *engaging at-risk youth in meaningful, team-based community service projects and instilling positive attitudes toward education and life skills*, the Summer of Service program benefited 24 high school students.

Harbor House Domestic Abuse Shelter- while *empowering communities to be free from domestic abuse through safety, knowledge, and engagement* safe and temporary shelter was made available to 141

households, for a total of 8,308 days of care.

LEAVEN, Inc.- *stabilized and empowered people in financial crisis by providing financial assistance, referrals, and case management to address near- and long-term basic needs* for 78 households on the brink of homelessness.

Metropolitan Milwaukee Fair Housing Council- promoted fair housing and provided services to 1,625 recipients, including fair housing education and outreach for consumers and providers, social service agencies, and community-based organizations; complaint intake and counseling; and technical assistance.

The Mooring Programs- through the *provision of a full spectrum of care in a safe, progressive recovery community*, the residential programs served 72 men, for an average stay of 104 days.

Pillars, Inc. (formerly Housing Partnership of the Fox Cities)- while *enhancing the dignity and self-sufficiency of families by providing quality, affordable homes and exceptional supportive services*, six households were rehabilitated and made available as rental units for six qualifying families.

Rebuilding Together Fox Valley- by providing critical home repairs at no cost to two homeowners, safety and health concerns were resolved for two families in need.

Thompson Center on Lourdes- was able to continue benefitting 664 [unduplicated] seniors in the Appleton area after completing significant electrical system upgrades to the facility.

Habitat for Humanity- continued to make renovation progress on two properties purchased in a prior CDBG program year.

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee’s program year goals.

| Goal | Category | Source / Amount | Indicator | Unit of Measure | Expected – Strategic Plan | Actual – Strategic Plan | Percent Complete | Expected – Program Year | Actual – Program Year | Percent Complete |
|---------------------------|--------------------|-----------------|---------------------------------------|------------------------|---------------------------|-------------------------|------------------|-------------------------|-----------------------|------------------|
| Acquisition-new housing | Affordable Housing | CDBG: \$ | Homeowner Housing Added | Household Housing Unit | 15 | 1 | 6.66% | 0 | 1 | 100% |
| Acquisition - new housing | Affordable Housing | CDBG: \$ | Homeowner Housing Rehabilitated | Household Housing Unit | 0 | 8 | | 0 | 1 | 100% |
| Admin | Admin | CDBG: \$ | Other | Other | 1 | 1 | 100.00% | | | |
| Homebuyer assistance | Affordable Housing | CDBG: \$ | Public service activities for Low/Mod | Households Assisted | 40 | 40 | 100.00% | 40 | 40 | 100.00% |

| | | | | | | | | | | |
|---|--|----------|---|------------------------|-------|------|---------|------|-----|---------|
| | | | Income Housing Benefit | | | | | | | |
| Homebuyer assistance | Affordable Housing | CDBG: \$ | Direct Financial Assistance to Homebuyers | Households Assisted | 40 | 13 | 32.50% | 4 | 8 | 200.00% |
| Improve & maintain housing stock | Affordable Housing Non-Homeless Special Needs | CDBG: \$ | Homeowner Housing Rehabilitated | Household Housing Unit | 181 | 116 | 64.09% | 32 | 27 | 84.38% |
| Neighborhood revitalization | Non-Housing Community Develop. | CDBG: \$ | Public Facility/ Infrastructure Activities other than Low/Moderate Income Housing Benefit | Persons Assisted | 10000 | 469 | 4.69% | 4000 | 0 | 0.00% |
| Public facilities improvement and maintenance | Non-Housing Community Develop. | CDBG: \$ | Public Facility/ Infrastructure Activities other than Low/Moderate Income Housing Benefit | Persons Assisted | 900 | 2754 | 306.00% | 2000 | 823 | 41.15% |
| Public services | Homeless Non-Homeless Special Needs Non-Housing Community Develop. | CDBG: \$ | Public service activities other than Low/Moderate Income Housing Benefit | Persons Assisted | 5500 | 1110 | 20.18% | 253 | 243 | 96.05% |
| Public services | Homeless Non-Homeless Special Needs Non-Housing Community Develop. | CDBG: \$ | Homeless Person Overnight Shelter | Persons Assisted | 0 | 979 | | | | |
| Rental rehabilitation | Affordable Housing | CDBG: \$ | Rental units rehabilitated | Household Housing Unit | 40 | 13 | 32.50% | 5 | 7 | 140.00% |
| Rental rehabilitation | Affordable Housing | CDBG: \$ | Homeowner Housing Rehabilitated | Household Housing Unit | 0 | 0 | | 0 | 0 | |

Table 1 - Accomplishments – Program Year & Strategic Plan to Date

Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

The City of Appleton's 2018 CDBG funding allocations primarily focused on projects that addressed the rehabilitation of housing (rental and homeowner) and facilities. However, three public service-providing agencies received allocations, offering programming for at-risk youth, domestic abuse victims, and at-risk of homelessness households. All funded projects addressed Strategic Plan objectives (decent housing, suitable living environments, and expanded economic opportunities) and high priority needs under the 2015-2019 Consolidated Plan (housing rehabilitation, public facility improvements, and public services).

The City of Appleton's Homeowner Rehabilitation Loan Program (HRLP) assisted low- and moderate-income homeowners with the ability to live in decent, safe, and sanitary housing by providing zero-interest loans for rehabilitation needs. All homes were made code compliant and lead safe.

The **Appleton Housing Authority** provided low- and moderate-income households with homebuyer and rehabilitation assistance and counseling, enabling households to purchase their first home, correct code violations, and live in a safe environment.

Harbor House, the only domestic violence shelter serving the City of Appleton, provided men, women, and children fleeing abusive households access to a safe living environment with basic necessities, safety planning, emotional support, counseling, education, advocacy, and stability.

LEAVEN, Inc. provided emergency financial assistance to low- and moderate-income households on the brink of homelessness in an effort to stabilize current housing arrangements.

The Mooring Programs provided individualized comprehensive transitional treatment to male clients struggling with alcohol, drug, and chemical dependency. Through the residential treatment facility, clients were supported with ongoing group therapy and individual case management sessions.

Through a collaboration with the Boys & Girls Club of the Fox Valley and the Appleton Area School District, the **Appleton Police Department** engaged at-risk youth in meaningful, team-based community service projects as an effort to instill positive attitudes towards education and empowering them to acquire valuable life skills.

Pillars, Inc rehabilitated depressed housing units to include in their affordable housing rental program, expanding capacity to serve additional at-risk households.

Rebuilding Together Fox Valley provided rehabilitation opportunities for low-income homeowners (between 30-50 percent CMI) who did not otherwise qualify for assistance through other organizations in the community, or have the ability to pay for the repairs themselves.

Thompson Center on Lourdes offered 664 unduplicated seniors in the Appleton area a space to

frequent and engage in a variety of social activities.

While funding for the **Greater Fox Cities Habitat for Humanity** was originally allocated during the 2016 program year, due to circumstances and setbacks in the housing market, progress was delayed until the 2018 program year. Habitat provided a homeownership opportunity to a moderate-income family after rehabilitating an existing dilapidated residential property. Habitat was also able to expand their unique affordable rental housing program after rehabilitating a depressed housing unit and serving a low- to moderate-income qualifying family.

Describe the families assisted (including the racial and ethnic status of families assisted). 91.520(a)

| | CDBG |
|---|--------------|
| White | 1,048 |
| Black or African American | 53 |
| Asian | 5 |
| American Indian or American Native | 7 |
| Native Hawaiian or Other Pacific Islander | 0 |
| Total | 1,113 |
| Hispanic | 47 |
| Not Hispanic | 1,066 |

Table 2 – Table of assistance to racial and ethnic populations by source of funds

A map has been attached to this report (2018 CDBG LMI) that depicts the location of the 2018-funded activities. "Site" represents locations where these projects originate, while "Activity" represents locations where CDBG-funded projects occurred (i.e. housing rehabilitation). LMI Block Groups are outlined and Blocks are shaded according to minority percentages.

RESOURCES & INVESTMENTS (CR-15)

Identify the resources made available

| Source of Funds | Source | Resources Made Available | Amount Expended During Program Year |
|------------------------|-----------------|---------------------------------|--|
| CDBG | Public- federal | 974,661 | 834,407 |

Table 3 – Resources Made Available

All of the 2018 program year subrecipients utilized several other funding resources for the successful implementation of their programs and activities. The City of Appleton gives preference to CDBG applicants who can demonstrate well-established budgets utilizing various funding sources.

The resources directly reflected in this report include: CDBG grant subawards and program income generated from the Appleton Housing Authority and the City of Appleton's Homeowner Rehabilitation Loan Program (HRLP).

Identify the geographic distribution and location of investments

| Target Area | Planned Percentage of Allocation | Actual Percentage of Allocation | Narrative Description |
|-------------|----------------------------------|---------------------------------|-----------------------|
| | | | |
| | | | |

Table 4 – Identify the geographic distribution and location of investments

A map has been attached to this report (view 2018 CDBG LMI map, located under CR-10, *Racial and Ethnic Composition of Families Assisted*) that depicts the location of 2018 CDBG-funded activities. "Site" represents locations where these projects originate, while "Activity" represents locations where CDBG-funded projects occurred (i.e. housing rehabilitation). LMI Block Groups are outlined and Blocks are shaded according to minority percentages.

Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

While the City of Appleton does not implement a match requirement associated with CDBG funding, no activity or program operated solely with CDBG funding. All of the 2018 CDBG subrecipients utilized several other funding resources for the successful implementation of their programs.

The **Appleton Police Department** accounted for 45 percent of the Summer of Service budget with CDBG funding. The remaining 55 percent was funded through the provision of in-kind services/salaries of the Appleton Police Department (\$16,821.64); the Boys & Girls Club in-kind services/salaries (\$3,700.35); and other donations (\$7,200).

The **Appleton Housing Authority** leveraged CDBG funds with HOME (\$530,000) and HCRI (\$333,567) funds, made available through Outagamie and Calumet counties.

Harbor House obtained funding for the Shelter Program from numerous sources, including other government grants (State of Wisconsin \$22,310; Outagamie County \$19,500), non-government grants (\$85,000), United Ways (Fox Cities \$35,535; New London \$1,500), donations

(\$255,496), and fundraising events (\$29,470).

The "leverage" for the **Homeowner Rehabilitation Loan Program** was primarily in the form of maintaining Appleton's housing stock and increasing the tax base for the City. Although this doesn't directly benefit the program financially, it does increase the quality of life for the participants, the neighborhoods they live in, and the City as a whole. Additionally, the Homeowner Rehabilitation Loan Program supplemented 2018 CDBG funding with HOME (\$49,339) and Lead Hazard Control (\$2,844) program income.

Metropolitan Milwaukee Fair Housing Council leveraged CDBG funds with sources that supported all components of the Fair Housing Council of Northeast Wisconsin's work in Appleton, including the US Department of Housing and Urban Development (\$8,717.77), the State of Wisconsin (\$6,744.19), and other private donations (\$4,467.77).

The Mooring Programs utilized portions of multiple incomes- in addition to CDBG- to support their remodel projects, including private donations (\$46,000) and self-pay clients (\$75,702).

LEAVEN coordinated with other public and private resources to meet clients' needs, including the faith community (\$118,257); businesses (\$36,882); individual donations (\$123,596); foundations (\$612,135); other government funding sources (\$82,765); and other non-government funding sources (\$44,587).

Pillars averages a monthly rental income of \$38,000, which was used to fund the Affordable Housing programs made available. Throughout 2018, the other portion of income utilized as leverage came from a variety of foundations, corporations, and individual donations.

CDBG funds were leveraged against \$40,000 of funds from the **Rebuilding Together Fox Valley's** Raise the Roof fund- established to complete large dollar projects, and donated by corporations and private donors.

The Thompson Center on Lourdes utilized an \$11,218 contribution from St. Bernadette's Parish- the leasor of the space the senior center is located. All onsite project management was provided in-kind.

AFFORDABLE HOUSING (CR-20)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and

middle-income persons served.

| | One-Year Goal | Actual |
|--|----------------------|---------------|
| Number of Homeless households to be provided affordable housing units | 0 | 0 |
| Number of Non-Homeless households to be provided affordable housing units | 34 | 35 |
| Number of Special-Needs households to be provided affordable housing units | 0 | 0 |
| Total | 34 | 35 |

Table 5- Number of Households

| | One-Year Goal | Actual |
|--|----------------------|---------------|
| Number of households supported through Rental Assistance | 78 | 78 |
| Number of households supported through The Production of New Units | 0 | 0 |
| Number of households supported through Rehab of Existing Units | 34 | 35 |
| Number of households supported through Acquisition of Existing Units | 4 | 5 |
| Total | 116 | 118 |

Table 6 - Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

As has been the trend, release of the 2018 CDBG funds was significantly delayed well into the start of the City's program year (April 1). Although the expenditure of the award was delayed, outcomes were met and in some cases exceeded.

Discuss how these outcomes will impact future annual action plans.

While the timeliness of the release and award of funding is beyond the City's control, progress in providing affordable housing is not a concern for future annual action plans. Subrecipient agencies have been able to meet or exceed goals despite the delays.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

| Number of Persons Served | CDBG Actual | HOME Actual |
|---------------------------------|--------------------|--------------------|
| Extremely Low-income | 321 | 0 |
| Low-income | 721 | 0 |

| | | |
|-----------------|--------------|----------|
| Moderate-income | 71 | 0 |
| Total | 1,113 | 0 |

Table 7 – Number of Persons Served

All of the City of Appleton's CDBG-funded activities for the 2018 program year, with the exception of the administrative activities, benefited low- to moderate-income persons and households.

HOMELESS & OTHER SPECIAL NEEDS (CR-25)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

Harbor House provided victims of domestic violence, including children, 24-hour access to safe shelter. No victim of domestic violence seeking shelter was turned away [if eligible]. During the 2018PY, only 4.5 percent of victims that sought shelter at Harbor House were considered ineligible. The Shelter's intake process included a full assessment of immediate physical and emotional needs. Advocates met with the Shelter families continuously to assess and modify their needs accordingly.

Metropolitan Milwaukee Fair Housing Council (MMFHC) and the local satellite office, Fair Housing Center of Northeast Wisconsin (FHCNW), conducted regular outreach services to organizations that serve individuals experiencing homelessness with intentions to provide education and resources that may impact housing solutions. During the 2018PY, staff provided four presentations at Pillars Adult and Family Shelter (formerly Homeless Connections), covering topics such as: purposes and provisions of local, state, and federal fair housing laws; contemporary forms of illegal discrimination in the housing market; "red flags" that may indicate the presence of unlawful discrimination in housing transactions; remedies available to people who have experienced illegal housing discrimination; and how complaints of illegal discrimination are investigated.

LEAVEN identified individuals experiencing homelessness through their intake process, where they were assessed to determine the best course of action. Depending on the client's ability to maintain housing, they were either referred to a local or regional shelter (based on bed availability), or they were assisted to secure affordable housing.

In October 2018, **Pillars Inc** was created after three separately operating agencies merged. Homeless Connections and the Fox Valley Warming Shelter- the two local emergency shelters in Appleton- joined forces with Housing Partnership of the Fox Cities. As a result of the merge, staff was able to reorganize, streamline, and communicate in a more efficient and effective manner, ultimately resulting in better services for individuals and families experiencing homelessness. Under one organization, clients are now connected with the most appropriate housing options, whether shelter, transitional housing, or stable

affordable housing.

Addressing the emergency shelter and transitional housing needs of homeless persons

The **City of Appleton** continued in 2018 as the fiscal administrator for the Fox Cities Continuum of Care Rapid Re-Housing programs and the State of Wisconsin Emergency Homeless and Housing programs, serving as the lead agency and administering funds to Pillars Inc (formerly Housing Partnership of the Fox Cities, Homeless Connections, and Fox Valley Warming Shelter), Salvation Army of the Fox Cities, and ADVOCAP. While only Pillars received 2018PY CDBG funds, all of these agencies maintain housing units and programs that address the needs of individuals and families experiencing homelessness in the Appleton community.

Since opening their first eight-bed shelter in 1984, **Harbor House** has been the singular organization in the Appleton community committed to understanding the breadth of domestic abuse and victims' evolving needs. Harbor House is an integrated supportive community agency dedicated to ending domestic abuse by offering a comprehensive range of programs. The Shelter Program has responded to growing demands, providing a safe haven to all who seek it- regardless of capacity. As a result, prior to the completion of their recent expansion and remodel, one out of every three days Harbor House housed more people than available beds. Since the completion of the building campaign in 2018, Harbor House has increased their capacity to provide shelter during times of crisis and improved their ability to provide healing and transformative programming, that improves early intervention and helps to move clients out of constant crisis.

LEAVEN collaborated closely with staff from local shelters and transitional programs to address the needs of people experiencing homelessness. COTS and Christine Ann Domestic Abuse Services offer part-time, onsite services in the LEAVEN Community Resource Center, and proposals to expand and offer a satellite office near-downtown Appleton are being considered.

In October 2018, **Pillars Inc** was created after three separately operating agencies merged. Homeless Connections and the Fox Valley Warming Shelter- the two local emergency shelters in Appleton- joined forces with Housing Partnership of the Fox Cities. As a result of the merge, staff was able to reorganize, streamline, and communicate in a more efficient and effective manner, ultimately resulting in better services for individuals and families experiencing homelessness. Under one organization, clients are now connected with the most appropriate housing options, whether shelter, transitional housing, or stable affordable housing.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

While all 2018PY CDBG subrecipients focused their programs and efforts on serving low- and moderate-income families and individuals, several community agencies focused on preventing families and individuals from experiencing homelessness.

By teaching teens to work on teams, develop a positive work ethic, and improve their engagement with others, the **Appleton Police Department**- through the Summer of Services program- was able to provide students at risk of not graduating from high school an opportunity to stay on track or get back on track to graduating. Failing to graduate high school increases an individual's risk of living in poverty, becoming a substance abuser or addict, and reduces future employment prospects.

Domestic abuse has been identified as a root cause of poverty and homelessness for women and children. Survivors often face overwhelming odds in obtaining long-term security and safety. By addressing client needs, such as safety, emotional support, legal advocacy, job training, education, transportation, and childcare, **Harbor House's** Economic Advocacy Program- available to all Shelter Program residents- worked to move victims to survivors, to thriving members of the Appleton community.

LEAVEN's financial support and assistance prevented individuals and families from slipping into greater poverty, homelessness, and ill health. LEAVEN's rental and utility assistance ensured that individuals and families were stably housed, thereby preventing eviction, disconnection, and homelessness. The security deposit assistance ensured occupancy in safe, affordable housing, thereby preventing extended shelter stay or remaining in abusive relationships.

Any services provided by the **Metropolitan Milwaukee Fair Housing Council (MMFHC)** that prevent housing discrimination from being a barrier to housing opportunities may have prevented episodes of homelessness. Similarly, MMFHC's Enforcement Services- which prevented complainants from losing housing due to unlawful discrimination- served to prevent episodes of homelessness.

Through the merging of Residential Treatment, Contract Packaging, and Sober Living (now known as Apricity, Inc.), the **Mooring Programs** offered a residential outlet to men leaving treatment who might be otherwise homeless. Because learning to live alcohol and drug free life takes more than 28 days of treatment, Mooring offered a supportive environment to practice tools necessary for participants to continue forward on their road to recovery and self sufficiency.

Pillars employed a full-time staff person whose primary role was to connect and collaborate with individuals and families that were at imminent risk of homelessness, and divert them to other living arrangements.

Rebuilding Together Fox Valley (RTFV) played an important role in preventing homelessness by helping low-income homeowners address critical home repairs that impacted their health and safety. In addition to positively impacting the lives of the current homeowner, RTFV also contributed to preserving the affordable housing stock in Appleton by addressing critical components of home safety.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The **City of Appleton** collaborated with several CDBG subrecipient organizations through the Fox Cities Housing Coalition, ensuring that a continuum of care strategy was implemented and executed appropriately in the community. Reports and local data indicated that individuals and families experiencing homelessness in the Appleton community continued to be a concern. As a result, the City of Appleton worked closely with partners to incorporate additional permanent supportive housing options into the community, which included successfully retaining additional federal funding to this cause.

LEAVEN's High-Risk Prevention and Next Step programs- both collaborations with St. Vincent de Paul- Appleton- addressed the needs of individuals imminently at-risk of homelessness and established case plans, goals, and expectations that promoted self-sufficiency and vital relationships.

Part of the advocacy **Harbor House** provided shelter residents included assistance with obtaining permanent housing solutions. As a member of the Fox Cities Housing Coalition, Harbor House remained abreast of current availability of affordable housing in the community and participated in the work of the Coalition to improve the housing situation for homeless individuals. Staff made every effort to stay connected with former residents to identify barriers that may affect their safety and housing, ultimately avoiding future abuse and episodes of homelessness. Financial independence is the number one indicator of whether a survivor of domestic violence will leave and not return to their abuser. Harbor Houses Economic Advocate offered work experience and basic needs assistance to clients in an effort to reduce the period of time they are homeless. Additionally, Harbor House offered a Rent Smart curriculum that assisted residents in obtaining stable, affordable housing and prevent future episodes of homelessness.

Without safe and affordable housing options, families experiencing domestic violence are more apt to become homeless or homeless again. Harbor House continued to collaborate with **Pillars** in providing six transitional housing units specifically for those affected by domestic abuse. Pillars also successfully opened- and has been operating since September 2018- a Day Resource Center, which serves as a daily safe haven for individuals precariously housed or in search of assistance finding affordable housing options.

The Mooring Program played an important role in helping clients find stability and avoid homelessness by establishing critical tools during treatment that emphasized independence, confidence, support, and strength.

PUBLIC HOUSING (CR-30)

Actions taken to address the needs of public housing

While the City of Appleton worked closely with the Appleton Housing Authority to address issues related to affordable housing, no portion of the 2018 CDBG funds were directly used to create or address needs of their public housing stock.

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

Intra-agency referrals and advertising of the homebuyer program at the Appleton Housing Authority market the homeowner program to current Family Self Sufficiency and public housing clients. The Homebuyer Program Manager has offered resources to both staff and clients to ensure an educated and efficient process.

Actions taken to provide assistance to troubled PHAs

The Appleton Housing Authority was not designated as a trouble housing authority.

OTHER ACTIONS (CR-35)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

The **City of Appleton** worked closely with developers and homeowners that encountered barriers to affordable housing and guided them through any administrative channels they could utilize to overcome those barriers.

The **Homeownership Rehabilitation** Loan Program helped property owners maintain their homes so that they could continue to live in the home most affordable to them. Many of the homeowners had satisfied their mortgage, or have a low mortgage payment. With increased rents and an extremely competitive housing market, for most, homeownership is a better option for long-term affordability.

The homeowner down payment assistance administered by the **Appleton Housing Authority** made mortgage payments affordable for first-time homebuyers, and sometimes the funds provided supplemented a homeowner's down payment enough to avoid paying private mortgage insurance (PMI). Many times, affordable houses purchased were in significant need of rehabilitation and without

the Housing Authority's rehabilitation assistance, upgrades would not have been affordable.

An element unique to Apricity's Residential Treatment- specifically **the Mooring Programs**- is the discretion to allow participants to stay enrolled in programming up to 18 months. This additional time has allowed clients the ability to pay down debt or learn how to budget, skills which are rarely learned while in active addiction, but necessary for self sufficiency.

LEAVEN's primary goal is to strengthen outcomes to ensure their clients are transitioning from crisis management to self-sufficiency. LEAVEN eliminated many barriers their clients faced by offering vital services on-site through their Community Resource Center, and developing action plans that addressed both short- and long-term needs.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

The Mooring Programs offered both treatment for clients' substance use disorder, as well as education. These two aspects together are vital for living effectively. Participating men were required to be actively involved in counseling for support and education on substance use disorder, and were expected to regularly attend support group meetings. In addition, educational opportunities were available through Appleton's Financial Information Service Center (FISC) and the AIDS Resource Center of Wisconsin.

Pillars maintains more than 116 affordable housing units in their housing portfolio, and oftentimes include significant supportive services as a condition of the rental lease agreement. Of the total units, Pillars designated twenty units to serve individuals with special needs; 12 units to serve young adults suffering with mental health issues; and six units to serve chronically homeless households.

Finding safe and affordable housing continued to be a significant challenge for **Harbor House** residents and continued to strain shelter resources. Becoming self-sufficient is a key component to finding and maintaining adequate housing for families beyond shelter. In 2018, it was Harbor House's goal to enroll 20 percent of Shelter residents in the Economic Advocacy Program, which resulted in 58 percent of participants obtaining employment and increasing their overall income.

The **Thompson Center on Lourdes'** public facility upgrades ensured safety and code compliance for the elderly and disabled clients serviced through the programs and activities offered. Without the electrical upgrades, continued operations of the facility were jeopardized and the programs offered on-site would likely have ended.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

In all instances of affordable housing rehabilitation projects- including the **Appleton Housing Authority** and the **City of Appleton's Homeowner Rehabilitation Loan Program**- the units were inspected under multiple assessments, including lead risk. If lead hazards did exist, the organization was required to address the hazards as part of the rehabilitation, and at project completion, conduct clearance tests to

ensure that the unit was lead safe.

While the City of Appleton Health Department did not utilize CDBG dollars to fund the program in 2018, they continued to administer a Lead Prevention Outreach Program to families in the City of Appleton who have children at least six months of age and are residing in pre-1950 housing.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

By teaching teens to work in teams, develop a work ethic, and improve their engagement with others, the Summer of Services program offered through the **Appleton Police Department** provides students at-risk of not graduating from high school an opportunity to stay on track or get back on track. Failing to graduate high school increases an individual's risk of living in poverty, substance abuse and addiction, and reduces future employment prospects.

The **Appleton Housing Authority** and **Habitat for Humanity** each provided mechanisms for breaking the cycle of poverty through their affordable homeownership programs. Obtaining a mortgage and affordable home for many low- to moderate-income families provides some stability with a lower cost of living and community investment. Additionally, Habitat offered supportive services to all families including job coaching, budget counseling, and provided access to education.

LEAVEN's Community Resource Center was specifically created to help clients transition from crisis management to self-sufficiency, and reduce the number of poverty-level families in the Appleton community. The Center provided ease of access and imposed accountability on clients connected with resources that address the root causes of poverty. Onsite partners provided education, employment opportunities, and financial literacy services, enrollment in public benefits and health insurance, access to legal aid and mental health counseling, support and advocacy to victims of domestic violence, and linkages to medical and dental care.

The safe, decent and affordable housing provided by **Pillars** helped households in poverty create a more stable life, and gain access to resources such as education, budgeting, employment and health and wellness. Clients were encouraged to collaborate with program case managers to generate goals and work plans toward achieving self sufficiency.

The Mooring Program's foundation for recovery is imperative to the development of a life of self sufficiency and economic independence. Addressing the substance use disorder, understanding and recognizing the triggers that often lead to the initial and relapsed use, and utilization of tools learned to combat those triggers are what forms the foundation. The responsibility and self respect that is built off of that foundation are the behaviors that foster the desire to establish solid work histories and become productive citizens. By providing a high quality of treatment combined with a higher quality living environment, Mooring saw a drastic decrease of unemployed men at admittance (86.4%) to unemployed men at discharge (13.6%).

Rebuilding Together Fox Valley alleviated the expenses of home repairs for two households by providing services at no cost to the homeowner. This allowed the household to redirect their money to other essential needs.

By focusing more on economic advocacy, a number of **Harbor House** shelter clients moved into economic independence in 2018. Nearly 58 percent of Economic Advocacy participants reported an increase of income after only 30 days.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

Public institutions, non-profit organizations, and private companies comprise the institutional structure that supports the City of Appleton's community development activities, specifically as they relate to CDBG. The City of Appleton, as the major public sector component, served as the lead fiscal and administrative agent for all community development grant programs, including the Community Development Block Grant (CDBG) program, Continuum of Care/Permanent Supportive Housing program (COC PSH), and the Emergency Housing and Homeless program (EHH). The Community and Economic Development and Finance Departments worked together to administer these grants.

Through an active membership of the Fox Cities Housing Coalition- which is comprised of nonprofit and supportive service agencies in the community- the City of Appleton continued to encourage open lines of communication and discussion regarding community development needs in the area. Nearly all subrecipients funded during the 2018PY are active members of the Fox Cities Housing Coalition, which helps to coordinate and maintain the institutional structure of the community's continuum of care.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

The Fox Cities Housing Coalition continued to coordinate efforts between public and private housing providers and social service agencies. Each member agency in the Coalition worked to ensure that all individuals- whether homeless, imminently at-risk of homelessness, or in need of affordable housing, or services- were provided the shelter and support necessary. This network ensures efficiency and effectiveness among the programs offered in the community, and makes every effort to eliminate duplication or redundancy.

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

The following impediments to fair housing were identified through the Metropolitan Milwaukee Fair Housing Council's research and interviews in 2012: 1) limited fair housing ordinance; 2) need for accurate assessment of affordable and accessible housing supply, and 3) inadequate affordable housing supply relative to residents' income.

Impediment #1: Limited Fair Housing Ordinance

Effective September 2013, the City of Appleton's Fair Housing Ordinance was updated to improve the following aspects:

- 1) Lacks Clarification of Persons Protected Under the Ordinance. The ordinance was updated identifying the protected classes to include age, color, family status, gender identity and/or gender expression, marital status, national origin/ancestry, race, religion, color, persons with disability, sex, sexual orientation, source of lawful income, and victims of domestic violence, sexual assault or stalking.
- 2) Has Limited Protection for Persons with Disabilities. The ordinance was updated to permit persons with disabilities to make reasonable modifications to existing housing, allow for the provision of reasonable accommodations in rules, policies, practices, and services to permit persons with disabilities full use and enjoyment of housing, provide protection for assistance animals, require that housing be designed and constructed to ensure accessibility for persons with disabilities, and a definition of disability.
- 3) Lacks Protections for Gender Identity and Gender Expression. The ordinance was updated to include prohibition of discrimination based on gender identity and gender expression.
- 4) Penalties for Violations of the Law. The City of Appleton revised the penalties for illegal housing discrimination to be analogous to the forfeitures enforced under federal law.
- 5) Issuance of Fines Requires Act of Discrimination be Willful. The ordinance was updated to remove the term "willfully," removing the burden of proof from the victim for the purposes of issuing fines under the fair housing laws.
- 6) Scope of Civil Action is Unclear. The ordinance was updated to clarify the scope of a civil action to include holding hearings, subpoenaing witnesses, taking testimony, and conducting investigations.

Impediment #2: Need for Accurate Assessment of Affordable and Accessible Housing Supply

The City of Appleton's Assessor's Office now assesses and maintains data that quantifies the supply of affordable housing.

Impediment #3: Inadequate Affordable Housing Supply Relative to Residents' Income

Data gathered during a local initiative, Project RUSH, shows a significant mismatch in the Appleton community in the availability of affordable housing and the ability of individuals and families to pay for such housing. As such, the City of Appleton, for-profit companies, and other agencies in the community have collaborated to create additional housing options to close this gap.

Late in 2018, the City of Appleton contracted with the Metropolitan Milwaukee Fair Housing Council to update the Analysis of Impediments and all updates are expected to be incorporated into the 2020-2024 Consolidated Plan submitted by the City of Appleton in 2020.

MONITORING (CR-40)

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

Ensuring that CDBG funds are utilized efficiently and effectively is continuous throughout each program year. The procedures associated with monitoring activities and assuring that the activities are meeting objectives and goals set forth in the 2015-2019 Consolidated Plan are initiated during the annual application process.

In 2018, applications were received and reviewed for eligibility by staff in the City of Appleton's Community and Economic Development Department. An Advisory Board, comprised of City Council members, City Committee members, and community agency members with experience in grant awarding were responsible for identifying which eligible activities proposed met the greatest need in the community. Recommendations by the Advisory Board were then approved by the City of Appleton's Community and Economic Development Committee, and then the City Council.

The "return on investment" was highly scrutinized throughout the entire allocation process. Meeting high priority needs and objectives, as identified in the 2015-2019 Consolidated Plan, was emphasized to both applicants and reviewers, magnifying the importance the City of Appleton places on community-identified needs and priorities.

Risk assessments were completed shortly after preliminary allocation, and projects requiring additional oversight and technical assistance were identified. Monitoring visits were conducted early in the program year [on projects determined to be of higher risk early] in the program year to ensure agencies were able to remain compliant and meet expectations.

Throughout the 2018 CDBG program year, awarded subrecipients submitted accomplishment reports and payment requests documenting the progress made by their activities. These reports and requests were used by City of Appleton staff to track activity accomplishments, expenditure accuracy, and record keeping. Sufficient documentation, reasonable expenses, and qualifying activities were evaluated. Failure to submit, or identified discrepancies in any of these areas, also triggered additional technical assistance and/or monitoring.

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

Citizens were provided with two separate opportunities for public comment: a 30-day public comment period and a public hearing at a regularly-scheduled meeting of the City of Appleton's Community and Economic Development Committee. The public comment period was open May 6, 2019, through June 5, 2019, and the public hearing was held during the June 12, 2019, Community and Economic Development Committee meeting. Comments and views of citizens were taken into consideration and included within the CAPER, as appropriate.

CDBG (CR-45)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

There were no changes in program objectives during the 2018 program year, and the City of Appleton does not anticipate making any changes to the programming.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

HOME/ADDI

The City of Appleton did not receive any HOME/ADDI funds during the 2018 program year.

HOPWA

The City of Appleton did not receive any HOPWA funds during the 2018 program year.

Scannell Properties
294 Grove Lane East, Suite 140
Wayzata, MN 55391



June 6, 2019

Matthew Rehbein – City of Appleton
100 N. Appleton St
Appleton, WI 54911

Dear Mr. Rehbein,

The purpose of this letter is to inform the City of Appleton that Scannell Properties has an interest in purchasing roughly 30-acres of land within Southpoint Commerce Park for an industrial build-to-suit development. While I cannot disclose the identity of the company, I can share some high-level information regarding the project:

- The tenant is a for-profit Fortune 500 company that does not currently have an operation within this market.
- The use will be warehousing and distribution
- The facility will be a Class A, concrete structure
- The improvements will cost \$18,000,000+
- The initial lease term will be 12+ years
- 300+ jobs will be created
- Construction will begin as soon as possible

Our purchase offer is \$33,000 per gross acre. While I understand that this is less than the marketed asking price, I think this is a very fair and reasonable price considering Becknell Industrial recently paid \$35,000 per acre for a significantly smaller project. Furthermore, we're not utilizing any broker representation, so the city will experience significant savings as a result. Finally, it's worth noting that we have no intention of pursuing any Tax-Increment Financing to assist with this project.

If you have any questions, please give me a call at (763) 251-6300 to discuss.

Sincerely,

A handwritten signature in blue ink, appearing to read "Tom McCary", written over a horizontal line.

Tom McCary
Development Manager
Scannell Properties



MEMORANDUM

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

TO: Community & Economic Development Committee (CEDC)

FROM: Matt Rehbein, Economic Development Specialist

DATE: June 12, 2019

RE: Offer to Purchase – Lots 26, 27, 28 & 29 Southpoint Commerce Park Plat 3 and Parcel ID #31-9-5712-00 from Scannell Properties, LLC

The City of Appleton has received an Offer to Purchase from Scannell Properties, LLC, for Lots 26, 27, 28 and 29 in Southpoint Commerce Park Plat Number 3 and Parcel ID #31-9-5712-00, comprising a total of approximately 30.44 acres.

Scannell Properties, LLC anticipates construction of a building for warehouse and distribution use for a Fortune 500 Company not currently located in this market. Anticipated project investment exceeds \$18 million. Scannell would look to begin construction as soon as possible.

The Offer to Purchase is for \$33,000.00 per acre, subject to lot size as determined by survey. Based on the approximate lot size, that would be a purchase price of \$1,004,520. The current ask price for this land is \$40,000 per acre. No commissions are requested in the offer.

Staff Recommendation:

The City of Appleton accept the Offer-To-Purchase for Lots 26, 27, 28 and 29 in Southpoint Commerce Park Plat 3 and Parcel ID #31-9-5712-00 from Scannell Properties, LLC at a purchase price of \$33,000 per acre (\$1,004,520.00 total based on approximate lot size of 30.44 acres m/l) **BE APPROVED.**

REAL ESTATE PURCHASE AGREEMENT

Eisenhower Drive, Appleton, WI

THIS REAL ESTATE PURCHASE AGREEMENT (the “**Agreement**”) is executed and shall be effective as of the Effective Date (as defined in Section 25(n) below), by and between the **CITY OF APPLETON, WISCONSIN** (the “**Seller**”) and **SCANNELL PROPERTIES, LLC**, an Indiana limited liability company, or its assigns (the “**Buyer**”) who acknowledge that the following recitals are a material part of this Agreement:

RECITALS:

A. Seller is the owner, in fee simple, of a parcel of real estate containing approximately 30 acres of land and related appurtenances, and any improvements, structures and/or fixtures located thereon, located adjacent to and west of S Eisenhower Drive, in the City of Appleton in Calumet County, Wisconsin and as more particularly depicted in the attached Exhibit A (the “**Land**,” which Land and any improvements and/or fixtures thereon and all appurtenances thereto are hereinafter collectively referred to in this Agreement as the “**Property**”);

B. Buyer desires to purchase the Property and Seller desires to sell the Property.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Buyer and Seller (each a “**Party**”, or collectively, the “**Parties**”) agree as follows:

1. **Purchase and Sale.** Seller agrees to sell, and Buyer agrees to purchase the Property for the price and subject to the terms and conditions hereinafter set forth.

2. **Purchase Price.** The purchase price for the Property (the “**Purchase Price**”) shall be determined by multiplying the number of gross acres for the Property set forth in the Survey (as defined in Section 6 below) by Thirty-Three Thousand and No/100 Dollars (\$33,000.00).

3. **Payment of Purchase Price.** The Purchase Price shall be paid to Seller as follows:

(a) Within three (3) business days after the Effective Date, Buyer shall deposit with First American Title Insurance Company c/o Steven I. Zellinger, 30 North LaSalle Street, Suite 2700, Chicago, Illinois 60602 (the “**Title Company**”) an earnest money deposit in the amount of Twenty-Five Thousand and No/100 Dollars (\$25,000.00) (the “**Deposit**”). In addition, if the Buyer exercises its right to extend the Satisfaction Date (as defined in Section 4, below), the Buyer shall deposit an additional sum of Five Thousand and No/100 Dollars (\$5,000.00) with the Title Company for each Extension (as defined in Section 4, below) (with each such additional deposit being referred to here as an “**Additional Deposit**”). The Deposit, and any and all Additional Deposits, if applicable, shall also be referred to herein as the “**Earnest Money**”. The Earnest Money shall be held, applied, returned or retained in accordance with the terms of this Agreement. The Earnest Money shall be invested by the Title Company in an interest-bearing account, or as directed by Buyer, and all interest on the Earnest Money shall be applied to the Purchase Price, or if the Closing (as defined in Section 10, below) does not occur, credited to the Party that is entitled to receive the Earnest Money pursuant to the terms of this Agreement. The Earnest Money shall be deposited with the Title Company pursuant to the terms of a separate escrow agreement, substantially in the specimen form attached hereto as Exhibit B, which shall be prepared in triplicate and executed by Buyer, and promptly executed by Seller and the Title Company.

(b) The remainder of the Purchase Price, plus or minus any prorations and adjustments made pursuant to this Agreement, shall be deposited by Buyer with the Title Company in cash, certified check, wire transfer or other immediately available funds, for payment to Seller at the Closing.

4. **Conditions.** The Buyer's obligations under this Agreement are subject to the satisfaction (or waiver in writing by Buyer) of the conditions in this Section 4 (the "**Conditions**") on or before the date that is one hundred twenty (120) days after the Effective Date (the "**Satisfaction Date**").

The Buyer shall have a unilateral right to extend the Satisfaction Date for three (3) additional and consecutive periods of thirty (30) days each (each herein an "**Extension**") if Buyer determines that it requires additional time to attempt to satisfy the Conditions. If Buyer elects to exercise its rights to any such Extension, then Buyer shall advise Seller, in writing (each such notice being referred to as an "**Extension Notice**") at any time on or prior to the one hundred twentieth (120th) day following the Effective Date (for the first Extension) or at any time prior to the expiration of the then applicable Extension (for the next Extension). If Buyer timely delivers an Extension Notice, then the Satisfaction Date shall be extended for the applicable thirty (30) day period.

Buyer may terminate this Agreement on or before the Satisfaction Date (as that date may be extended if the Buyer exercises its right to any Extension as provided above) if the Buyer determines that any one or more of the Conditions specified below have not been or will not be satisfied.

If the Buyer determines, on or prior to the Satisfaction Date (as that date may be extended if the Buyer exercises its right to an Extension as provided above), that the Conditions are satisfied, in its sole discretion then the Buyer may, in its sole discretion, agree to proceed with Closing under this Agreement by delivery of a written notice to Seller, with a copy to the Title Company (herein an "**Approval Notice**"). To be effective, any such Approval Notice must be given on or before the Satisfaction Date (as that date may be extended if the Buyer exercises its right to an Extension as provided above). If the Buyer does not deliver such an Approval Notice to the Seller within the time period provided herein, then this Agreement will automatically terminate without the need for any further notice, and any refundable portion of the Earnest Money will be returned to Buyer, any non-refundable portion of the Earnest Money will be delivered to Seller, and neither party shall have any further rights or liability to the other hereunder, except as hereinafter specifically provided in this Agreement. Notwithstanding any of the foregoing to the contrary, if Buyer determines at any time prior to the Satisfaction Date that the Conditions are not satisfied, in its sole discretion, then the Buyer may deliver a written notice to Seller, with a copy to the Title Company (herein a "**Termination Notice**"). If the Buyer delivers such a Termination Notice to the Seller within the time period provided herein, then this Agreement will terminate, and any refundable portion of the Earnest Money will be returned to Buyer, any non-refundable portion of the Earnest Money will be delivered to Seller, and neither party shall have any further rights or liability to the other hereunder, except as hereinafter specifically provided in this Agreement.

The amount of the Earnest Money and the portions thereof that are refundable and non-refundable for specified periods is set forth below:

| Period of days following the Effective Date | Earnest Money Amount on Deposit | Refundable Portion of the Earnest Money | Non-Refundable Portion of the Earnest Money |
|--|--|--|--|
| 0-120 | \$25,000.00 | \$25,000.00 | \$0.00 |
| 121-150 | \$30,000.00 | \$25,000.00 | \$5,000.00 |
| 151-180 | \$35,000.00 | \$25,000.00 | \$10,000.00 |
| 181-210 | \$40,000.00 | \$25,000.00 | \$15,000.00 |

If the Buyer does timely issue an Approval Notice, then the full amount of the Earnest Money will become non-refundable (subject to the provisions of Section 17(b), below) and all interest or other income earned in relation to the Earnest Money will be applied as a credit against the Purchase Price that is otherwise due under this Agreement.

The Conditions to be satisfied by Buyer, in its sole discretion, include and are limited to the following:

(a) Buyer shall have received the Title Commitment and Survey, as each is hereinafter defined, in the condition and as required under Section 5 and Section 6 of this Agreement.

(b) Buyer shall have determined that the Property is suitably zoned to a zoning classification compatible with Buyer's intended use of the Property as a warehousing and distribution center, with all necessary classifications, variances, permissions, exceptions, conditional uses, and other approvals having been obtained from all applicable governmental agencies, on terms acceptable to Buyer, and such approvals being final, non-appealable and in full force and effect. In the event Buyer determines that it requires any approvals, consents or other documentation with respect to the zoning of the Property (including but not limited to rezoning, exception or a special use permit) to permit Buyer's proposed use of the Property, Buyer shall have the right, at Buyer's expense, to file such petitions for such approvals as Buyer deems necessary or appropriate. In such a case, the Seller agrees that it shall execute all necessary consents and other documents necessary for the filing of such petitions and obtaining the appropriate governmental approvals.

(c) Buyer shall have determined that the Property is suitably subdivided and is a separate tax parcel, with all subdivision approvals having been obtained from all applicable governmental agencies, on terms acceptable to Buyer, and such approvals being final, non-appealable and in full force and effect. In the event that the Property is not subdivided or is not a separate tax parcel, and governmental approvals, consents or other documentation with respect to the subdivision of the Property are required in order to permit the conveyance of the Property by Seller and/or in order to permit the development of the Property as contemplated by the Buyer, the Buyer shall, at Buyer's expense, file such plats and petitions for subdivision approvals as are necessary or appropriate; provided that no subdivision plat shall be filed by Buyer prior to the closing date for the Property without Seller's prior written approval, which approval shall not be unreasonably withheld, conditioned or delayed. In such a case, the Seller agrees that it shall execute all necessary consents and other documents necessary for the filing of subdivision plats and/or petitions and obtaining the appropriate governmental approvals. For purposes of this

Agreement, the term "subdivision" shall include such lot splits or consolidations as determined necessary by Buyer.

(d) Buyer shall have determined that all site plan approvals, permits, consents, approvals and other things required or desired by Buyer to be obtained from all federal, state and local governmental, municipal, public and other authorities, bodies and agencies, including but not limited to environmental approvals, as well as under any covenants, conditions or restrictions applicable to the Property and Buyer's proposed use thereof (collectively the "**Approvals**"), either have been obtained and remain in full force and effect or will be obtainable by Buyer, in either case on terms acceptable to Buyer.

(e) Buyer shall have determined that utilities, including, but not limited to, gas, electricity, water, sanitary sewer, storm sewer, telephone and other telecommunication utilities, are available at the Property line, in such capacities and in such locations as are satisfactory to Buyer. If such utilities are not available at the Property line in such capacities as will permit the Buyer to use the Property for its proposed use as a warehousing and distribution center, the Buyer shall have determined that such utility infrastructures are available, in sufficient capacities, to be extended by Buyer through perpetual easements that benefit the Property or through public rights-of-way, that will permit the Buyer to extend such utilities to the Property, at Buyer's expense.

(f) Buyer shall have determined that the Property has free, unrestricted and direct legal rights of access and ingress and egress to one or more public roads or highways, with access drives and curb cuts to such specifications and in such number and at such locations as deemed necessary or desirable by Buyer.

(g) Buyer shall have received such environmental site assessments, archaeological studies and geotechnical reports, which may include a delineation of any wetlands on the property, and any other information that the Buyer deems relevant to its proposed use of the Property, all of which shall be acceptable to Buyer.

(h) Buyer shall have determined that any and all improvements, structures, facilities and fixtures on the Property (which, if any, are collectively referred to herein as the "**Improvements**") are located entirely within the bounds of the Property and that there are no encroachments upon the Property by improvements or appurtenances on any property adjoining the Property.

(i) Buyer shall have determined that the Property is not protected habitat for any endangered or protected species of plant, animal or other living organism.

(j) Buyer shall have determined that the Property is not located within any area of special flood hazard and that flood insurance will not be required for any improvements that may be developed by the Buyer on the Property. Buyer shall have determined that: (i) it can develop a feasible site plan for its proposed development; and (ii) the acquisition and development of the Property presents a viable economic opportunity.

(k) Buyer shall have obtained financing acceptable to Buyer for its acquisition of the Property.

(l) Buyer shall have procured an executed lease for the Property from a commercial tenant, on terms acceptable to Buyer.

(m) Buyer shall have determined that Seller shall have taken any necessary actions to cause any existing leases pertaining to the use and occupancy and/or farming activities in and/or upon the Property to be terminated prior to the Closing Date.

Seller agrees to reasonably cooperate with Buyer, including furnishing Buyer with all necessary information, and executing such applications and other documents as may be required, in connection with Buyer's satisfaction of the above Conditions, all at no cost to Seller.

At any time after the Effective Date, Buyer and its agents shall have the right to enter upon the Property and make and conduct any and all tests and inspections that Buyer deems necessary and/or appropriate to satisfy Buyer as to the condition of the Property; provided, however, that Buyer shall promptly restore any damage to the Property resulting from the entry of Buyer or its agents. All such tests shall be at Buyer's cost and expense.

5. **Title.**

(a) Buyer shall procure a commitment for an owner's policy of title insurance (the "**Title Commitment**") issued by the Title Company on the ALTA 2006 Owner's Policy form (or other form acceptable to Buyer), in which the Title Company shall agree to insure, for the full amount of the Purchase Price, merchantable fee simple title to the Property in the name of Buyer, free from the Schedule B standard printed exceptions and all other exceptions except those exceptions which are acceptable to the Buyer, in its sole discretion (the "**Permitted Exceptions**") after delivery of the Deed (as defined in Section 11) to Buyer from Seller. The Title Commitment shall cover and include any easements and other rights appurtenant to the Property. Such Title Commitment shall have attached thereto complete, legible copies of all instruments noted as exceptions thereto. The Title Commitment shall be updated prior to the Closing to reflect the state of the title not more than ten (10) days prior to the Closing. Buyer shall pay any and all costs and expenses related to the title insurance, including all search fees, closing fees and the premium for the owner's title insurance policy and all endorsements (the "**Title Policy**") issued pursuant to the Title Commitment.

(b) If: (i) the Title Commitment reflects any exceptions to title which are not acceptable to Buyer, in Buyer's sole discretion; or (ii) the Survey delivered to Buyer pursuant to Section 6, below, discloses any state of fact not acceptable to Buyer, in Buyer's sole discretion; or (iii) at any time prior to the Closing, title to the Property is encumbered by any exception to title not acceptable to Buyer, in Buyer's sole discretion (with any such exception or unacceptable state of fact being referred to herein as a "**Title Defect**"); then Buyer shall, on or before the Satisfaction Date (or, in the case of a Title Defect not disclosed by the Title Commitment prior to the Satisfaction Date, within fifteen (15) days after Buyer receives notice of such Title Defect, along with a copy of such exception), give Seller written notice of such Title Defect. Seller shall have the right, but not the obligation (except as specifically set forth below), during the thirty (30) day period after receipt of such notice, but not later than Closing, to remove such Title Defect or obtain affirmative title insurance coverage acceptable to Buyer, insuring and defending Buyer against any loss, cost or expense arising out of or related to such Title Defect ("**Affirmative Coverage**"). If Seller elects to do so, then on or before the Closing Date, Seller shall provide Buyer with reasonable evidence of such removal or provide reasonable evidence that such Title Defect will be removed or that such Affirmative Coverage shall be obtained. Notwithstanding anything contained herein to the contrary, Seller shall be obligated to expend whatever sums are required to cure or obtain Affirmative Coverage for the following Title Defects prior to, or at, the Closing:

(1) All mortgages, security deeds or other security instruments encumbering the Property (which do not result from acts or omissions on the part of Buyer);

(2) Judgments against the Seller (which do not result from acts or omissions on the part of Buyer) which have attached to and become a lien against the Property; and

(3) All past due *ad valorem* taxes and assessments of any kind, which constitute, a lien against the Property and any "roll back" or similar taxes that will become due and payable as a result of any change in the use of the Property following the Closing.

(c) The Title Policy to be issued at Closing shall include: (i) a zoning endorsement (if permitted by applicable law) in a form acceptable to the Buyer; (ii) an access endorsement to affirmatively insure access to and from the Property; (iii) a utilities endorsement to affirmatively insure that the Property has access to and is serviced by applicable, specified utility services; (iv) affirmative coverage of and for any appurtenant easements; (v) a contiguity endorsement, if the Property is comprised of two or more parcels; and (vi) any other title endorsements requested by Buyer.

(d) Seller shall have the right, if reasonably necessary, to extend the Closing Date (as defined in Section 10, below), for a period not to exceed twenty (20) days in order to cure or obtain Affirmative Coverage for any Title Defect.

(e) In the event Seller is unable or unwilling to cure or obtain Affirmative Coverage for any Title Defect within the time periods set forth above, Buyer shall have the option to either: (i) waive any such Title Defect and proceed to Closing; or (ii) terminate this Agreement and receive a full refund of the Earnest Money, in which case neither Party shall have any further obligations hereunder, except as specifically set forth in this Agreement.

(f) If this transaction is to be closed through a local agent of the Title Company, then as a condition to Closing the Buyer shall be entitled to receive a closing protection letter issued by the Title Company, covering its local agent, in a form reasonably acceptable to Buyer.

6. **Survey.** Buyer, at its expense, shall procure a survey of the Property (the "Survey") prepared by a registered land surveyor satisfactory to Buyer. In addition to any other requirements of Buyer, the Survey shall disclose on the face thereof the number of gross acres included in the Property and be certified to Seller, Buyer, Title Company and Buyer's lender.

7. **Cooperation of Seller and Property Information.** Seller shall assist Buyer and its representatives, whenever reasonably requested by Buyer, in obtaining information about the Property.

(a) Seller agrees that it shall, within ten (10) days following the Effective Date and at Seller's expense, deliver to Buyer true, correct and complete copies of the following documents and/or information, to the extent that such documents and/or information are within the Seller's custody or control: (i) copies of all current or most recent available real estate tax bills applicable to each parcel of the Property; (ii) any utility bills pertaining to the Property; (iii) any plans or specifications pertaining to any Improvements on the Property; (iv) any warranties and/or service contracts pertaining to any Improvements on the Property; (v) any existing surveys, geotechnical reports, maps, or other reports pertaining to the physical condition of the Property, including, without limitation, structural reports, maintenance reports, environmental reports (the "Environmental Reports"), soils reports and similar test or inspection reports; (vi) any permits

or approvals pertaining to the Property; (vii) any environmental impact reports, zoning commitments, declarations or similar development restrictions and/or approvals; (viii) any existing title insurance commitments or policy(ies); (ix) any management, service and maintenance contracts, or any leases, relating to the Property, including any amendments thereto; (x) any covenant, condition and/or restriction that encumbers the Property; and (xi) any legal notice received by Seller which affects the Property.

(b) Seller agrees that it shall, within ten (10) days following the Effective Date and at no cost to Buyer, complete to its actual knowledge and deliver to Buyer the Environmental Site Assessment Owner's Disclosure (the "ESA") in the form attached as Exhibit C. The ESA is a statement of conditions and information concerning the Property made to the best knowledge of the Seller on the date it is completed, and is not a guaranty or warranty of any kind by the Seller. The ESA is not a substitute for any inspections or tests, and the Buyer is solely responsible for obtaining its own independent professional investigations to determine the condition of the Property.

8. **Taxes and Assessments.**

(a) The records of the Calumet County Auditor and/or Treasurer reflect that the Property currently consists of all of (i) Parcel No. 31-9-5712-26 (1.74 acres), (ii) Parcel No. 31-9-5712-27 (1.69 acres), (iii) Parcel No. 31-9-5712-28 (1.69 acres), (iv) Parcel No. 31-9-5712-29 (1.74 acres), and Parcel No. 31-9-5712-00 (23.58 acres). Copies of the Calumet County Auditor's and/or Treasurer's records for the above parcels will be provided by the Seller to the Buyer pursuant to Section 7(a) above.

At the Closing, Seller will pay all real estate taxes and assessments that are due and payable. Taxes and assessments for the year of the Closing shall be prorated between the Seller and Buyer on a calendar year per diem basis, using the most recent tax and assessment records available.

At the Closing, Buyer shall receive a credit against the cash payment required for the taxes and assessments allocated to the Seller for the period from January 1 through the date of the Closing and the Seller shall not be further liable for such taxes and assessments.

(b) Notwithstanding any other provision of this Agreement to the contrary, Seller shall be responsible for the amount of any agricultural rollback taxes, or similar taxes imposed as the result of any change from the existing use of the Property, and shall indemnify Buyer against liability for any such taxes.

9. **Insurance, Condemnation and Risk of Loss.** The Seller's insurance on the Property shall be cancelled as of the Closing Date. In the event that, prior to Closing, all or any portions of the Property, any interests therein, or any rights appurtenant thereto are (i) damaged or destroyed by any fire or other casualty, or (ii) taken or appropriated (either permanently or for temporary periods) under the power of eminent domain or condemnation by any authority having such power, or by virtue of any actions or proceedings in lieu thereof, or if any notice or threat of such taking or appropriation has been given or is pending at the Closing, then Buyer, at its option, may either (a) cancel this Agreement by written notice to Seller, in which event Title Company shall immediately refund the Earnest Money to Buyer and neither Party shall have any further obligation hereunder, except as specifically set forth in this Agreement, or (b) elect to proceed with Closing, in which event the Purchase Price shall be reduced by an amount equal to any sums previously paid or then payable to Seller by the insurance carrier (plus an amount equal to the amount of the deductible feature of the Seller's insurance policy) or by the

condemning authority, by reason of any such casualty or by reason of any such taking, appropriation or action or proceeding in lieu thereof, and Seller shall transfer and assign to Buyer at Closing any and all further insurance or condemnation proceeds, claims, demands, actions and choses in action which may exist by virtue of such casualty, taking, appropriation or action or proceeding in lieu thereof; provided, however, that until the earlier of: (y) the Closing Date, or (z) termination of this Agreement, Seller shall not make any voluntary settlement or agreement regarding any casualty loss, taking, appropriation or action or proceeding in lieu thereof with any insurance carrier or any condemning authority, without first obtaining Buyer's written consent to such settlement or agreement.

10. **Closing.** The closing of the purchase and sale of the Property (the "**Closing**") shall occur at the offices of the Title Company or another location selected by both Seller and Buyer, upon the date (the "**Closing Date**") that is thirty (30) days after the Satisfaction Date (as that date may be extended if the Buyer exercises its right to any Extension as provided above), unless the Buyer and Seller mutually agree upon a different Closing Date.

Any and all documentary stamps, transfer taxes or conveyance fees due and payable upon the transfer of title contemplated herein shall be the responsibility of and shall be paid by the Seller. Seller will pay for preparation of the Deed, and Buyer will pay for the per page charge for recording the Deed. All closing costs and prorations shall be as provided in this Agreement, or in the absence of such provision, allocated according to the local custom in Calumet County, Wisconsin. All prorations shall be final.

11. **Closing Documents.** At the Closing, Seller shall execute and deliver to Buyer: (i) a general warranty deed in recordable form conveying fee simple title to the Property to Buyer, using the Survey legal description and subject only to the Permitted Exceptions and otherwise free and clear of all liens and encumbrances except such as have been approved in writing by Buyer (the "**Deed**"); (ii) any and all applicable transfer tax declarations or other transfer or sale disclosure statements required by applicable law; (iii) a title affidavit in a form satisfactory to the Buyer and the Title Company, suitable to permit the Title Company to delete the standard, pre-printed exceptions (identified in the Title Commitment) from the Title Policy; (iv) a certification of non-foreign status pursuant to Section 1445(b)(2) of the Internal Revenue Code, as amended (the "**Code**"); (v) an IRS Form 1099-S Disclosure Statement (if required under the Code); (vi) an assignment, in a form satisfactory to the Buyer, of any and all leases, contracts and/or service agreements, if any, pertaining to the Property that Buyer requests be assigned to Buyer; (vii) a closing or settlement statement prepared by the Title Company; (viii) an assignment of any warranties pertaining to any Improvements located on the Property; and (ix) such other instruments, certificates or affidavits as may be provided herein or as Buyer or Title Company may reasonably request to effect the intention of the Parties hereunder.

12. **Possession.** Sole and actual possession of the Property shall be delivered to Buyer on the Closing Date in the same condition as it is on the Effective Date, ordinary wear and tear excepted and subject to Section 9, above, free and clear of any rights or claims of any other party.

13. **Rights and Obligations.** The rights and obligations of Seller and Buyer herein contained shall inure to the benefit of and be binding upon the Parties and their respective permitted assigns.

14. **Notices.** All notices required or permitted to be given hereunder shall be in writing and delivered: (i) in person; or (ii) by certified or registered first class prepaid U.S. Mail, return receipt requested; or (iii) prepaid by nationally-recognized overnight courier service such as FedEx, to Seller or Buyer at their respective addresses set forth below, or at such other addresses, notice of which shall previously have been given to the other Party in accordance with this Section 14. Such notices shall be deemed given when personally delivered or when deposited in the mail or with such courier service. The

Parties shall provide courtesy copies of notices by facsimile, e-mail or other means, but such copies shall not constitute notice under this Agreement.

Seller: City of Appleton, Wisconsin
100 N. Appleton Street
Appleton, WI 54911
Attn: Matt Rehbein
E-Mail: matthew.rehbein@appleton.org
Facsimile: (920) 832-5994

Buyer: Scannell Properties, LLC
8801 River Crossing Blvd., Suite 300
Indianapolis, IN 46240
Attn: James C. Carlino, General Counsel
E-mail: jimc@scannellproperties.com
Facsimile: (317) 843-5957

with a courtesy copy to: Bose McKinney & Evans LLP
111 Monument Circle, Suite 2700
Indianapolis, IN 46204
Attn: Tony Setzer
E-Mail: tsetzer@boselaw.com
Facsimile: (317) 223-0361

15. **Representations and Warranties.** Seller hereby warrants and represents to Buyer, as of the Effective Date and as of the Closing Date, as follows:

(a) The execution, delivery and performance by Seller of its obligations under this Agreement will not conflict with or result in a breach of, or constitute a default under, any of the provisions of any law, governmental rule, regulations, judgment, decree or order by which the Seller is bound, or by any of the provisions of any contract to which the Seller is bound, or by the organic agreements establishing and regulating the Seller's business affairs, and the Seller has full power and authority to enter into and consummate the transactions contemplated by this Agreement, and all consents and approvals necessary therefor have been obtained.

(b) The Seller has full power and authority to enter into this Agreement and to assume and perform all of its obligations under this Agreement; and the person executing this Agreement on its behalf has been duly authorized and is empowered to bind it to this Agreement.

(c) Seller is the legal and equitable owner of fee simple title to the Property and has the right to convey such fee simple title by Deed to Buyer on the Closing Date free and clear of all options, rights, covenants, easements, liens and other rights in favor of third parties, other than the Permitted Exceptions. The Property is not subject to any: (i) outstanding agreements of sale, options, liens, or other rights of third parties to acquire any interest(s) therein; (ii) ground leases or other leases or tenancies, including but not limited to equipment or signage leases, or other agreements relating to the ownership of the Property; (iii) real estate, management, supply, promotional, operating, maintenance, security or other service contracts; (iv) any declarations of covenants, conditions and restrictions, or similar encumbrances, affecting the Property; or (v) other encumbrance(s) other than the Permitted Exceptions. Seller shall not encumber or allow the

Property to be encumbered by any of the foregoing without Buyer's consent, which may be granted or withheld in Buyer's sole discretion.

(d) Seller does not hold any approvals, licenses, certificates, or permits to own, operate, use and/or maintain the Property, nor is Seller aware that any such approvals, etc., are necessary for Seller's current use of the Property.

(e) No work has been done on the Property, or materials or utilities furnished, that have not been fully paid for, and there is no claim against any portion of the Property or Seller for or on account of work done, materials furnished or utilities supplied to the Property. There are no payback agreements, revenue bonds, utility debt service expenses or other charges or expenses applicable to the Property.

(f) To the best of Seller's knowledge: (i) there are no violations, or threatened or pending violations, of any laws, statutes, ordinances, rules or regulations with respect to the Property open, noticed or existing; and (ii) no litigation, condemnation proceedings, eminent domain proceedings or similar actions or proceedings are now pending or threatened against the Property, or which could result in any judgment lien against the Property; nor does Seller know of or have reasonable grounds to know of any basis for any such violation, action or claim.

(g) There are no unpaid: (i) *ad valorem* real estate taxes or assessments; or (ii) assessments for public improvements pertaining to the Property. To the best of Seller's knowledge: (i) there are no public plans or proposals for changes in road grade, access or other municipal improvements which would affect the Property or result in any assessment; (ii) no ordinance authorizing improvements, the cost of which might be assessed against Buyer or the Property, is pending; and (iii) there is no appellate tax proceeding pending for the reduction or increase of the assessed real estate tax valuation to the Property or any portion thereof.

(h) The Property has direct legal and perpetual rights of access to and from the Property to one or more public roads.

(i) Utility services for water, sanitary and storm sewers, natural gas, electricity, and telephone and telecommunications services are available either at the Property or in the vicinity of the Property in locations wherein the Buyer can connect to such existing utility infrastructures and extend the same to the Property at its own expense through perpetual private easements that benefit the Property or through public rights-of-way.

(j) To the best of Seller's knowledge, without independent investigation or inquiry, except as otherwise disclosed in the Environmental Reports: (i) there are no underground storage tanks on the Property, (ii) the Property has never been used as a landfill or garbage dump, and (iii) there are no hazardous, toxic or infectious wastes, substances or materials present on the Property in quantities or concentrations or otherwise stored or used in violation of any applicable Environmental Laws (as herein defined). For these purposes, the term "**Environmental Laws**" shall mean and refer to the Comprehensive Environmental Response, Compensation and Liability Act of 1980 and the Super Fund Amendments and Reauthorization Act (42 U.S.C. § 9601 *et seq.*); the Hazardous Materials Transportation Act (49 U.S.C. § 1801 *et seq.*); the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6901 *et seq.*); the Federal Water Pollution Control Act (33 U.S.C. § 1251 *et seq.*); the Clean Air Act (42 U.S.C. § 7401 *et seq.*); the Toxic Substances Control Act of 1976 (15 U.S.C. § 2601 *et seq.*); the Safe Drinking Water Act (42 U.S.C. § 300f *et seq.*); the Occupational Safety and Health Act of 1970 (29 U.S.C. § 651 *et seq.*); and the Emergency Planning and Community Right to Know Act (42 U.S.C. § 11001 *et seq.*);

each as heretofore and hereafter amended or supplemented, and any future or present local, state or federal statute, rule or regulation pertaining to the regulation and protection of the environment, industrial hygiene, pollution, or environmental effects on health and safety.

(k) Seller is currently in compliance with and shall at all times during the term of this Agreement remain in compliance with the regulations of the Office of Foreign Assets Control (“OFAC”) of the Department of the Treasury (including those named on OFAC’s Specially Designated and Blocked Persons List) and any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action relating thereto.

The representations and warranties in this Section 15 shall survive the Closing Date for a period of two (2) years. Seller shall indemnify, defend and hold Buyer harmless from and against any and all claims, demands, liabilities, damages, suits, actions, judgments, fines, penalties, loss, costs and expense (including, but not limited to, reasonable attorneys’ fees) arising or resulting from, or suffered, sustained or incurred by Buyer as a result (direct or indirect) of the untruth or inaccuracy of any of the foregoing representations and warranties by Seller to Buyer or the breach of any of the foregoing representations and warranties of Seller, which indemnity shall survive the Closing Date for such period, and, regarding any such representations and warranties as to which any litigation that was filed within such period is pending, also during the pendency of any such litigation, including appeals, if any.

16. **Prorations.** Subject to the provisions of Section 8, above, Seller shall be entitled to all income and shall be responsible for all expenses produced from the operation of the Property which are allocable through and including the Closing Date. Buyer shall be entitled to income and shall be responsible for all expenses which are allocable to the period after the Closing Date. Unless otherwise specifically set forth in this Agreement, at the Closing, all items of income and expense shall be prorated in accordance with the foregoing principle.

17. **Default and Remedies.**

(a) In the event of a default by Buyer under the terms of this Agreement, Seller shall be entitled, as its sole and exclusive remedy hereunder, to terminate this Agreement and receive the Earnest Money as full liquidated damages for such default of Buyer, whereupon the Parties shall have no further rights or obligations hereunder, except for those which expressly survive any such termination. In the event of any such default, the Seller shall give the Buyer written notice of the occurrence of such default (a “**Buyer Default Notice**”) and the Buyer shall have twenty (20) days following its receipt of such Buyer Default Notice in which to cure such default hereunder. It is hereby agreed that Seller’s damages in the event of a default by Buyer hereunder are uncertain and difficult to ascertain, and that the Earnest Money constitutes a reasonable liquidation of such damages and is intended not as a penalty, but as full liquidated damages.

(b) In the event of a default by Seller under the terms of this Agreement, Buyer shall be entitled to pursue all remedies available at law or in equity, including, without limitation, the right to terminate this Agreement and receive a full refund of the Earnest Money, or to seek specific performance of Seller’s obligations under this Agreement. In the event of any such default, the Buyer shall give the Seller written notice of the occurrence of such default (a “**Seller Default Notice**”) and the Seller shall have twenty (20) days following its receipt of such Seller Default Notice in which to cure such default hereunder.

18. **Use of Brokers.** Seller and Buyer hereby warrant that neither Party has an obligation to pay an outside brokerage commission for the sale of the Property. Buyer and Seller hereby agree to indemnify, defend and hold harmless the other Party from and against any liability, cost or expense, plus all costs of collection, including litigation expenses and attorneys' fees, as a result of a claim for a commission, fee or other compensation made by any real estate broker, finder or other person and asserted against the other Party by reason of an arrangement made or alleged to have been made by the indemnifying Party.

19. **Attorneys' Fees.** In the event that either Party shall bring an action or legal proceeding for an alleged breach of any provision of this Agreement or any representation, warranty, covenant or agreement herein set forth, or to enforce, protect, determine or establish any term, covenant or provision of this Agreement or the rights hereunder of either Party, the prevailing Party shall be entitled to recover from the non-prevailing Party, as a part of such action or proceedings, or in a separate action brought for that purpose, reasonable attorneys' fees and costs, expert witness fees and court costs as may be fixed by the court or jury.

20. **Binding Effect.** This Agreement is executed by Buyer and submitted to Seller as an offer to purchase the Property. If: (i) Seller does not execute and deliver this Agreement, without revision, to Buyer within five (5) business days after the date of Buyer's execution of this Agreement, Buyer's offer shall terminate and expire; or (ii) in the event Buyer delivers written notice to Seller within such period, revoking its offer to purchase; in either event, Buyer shall have no further liability or obligation hereunder.

21. **Confidentiality.** Buyer and Seller acknowledge that only to the extent permitted by Wisconsin's Open Records and Open Meeting Laws, the terms of this Agreement, Buyer's interest in purchasing the Property, the results of any tests and inspections performed by or on behalf of Buyer, and any information provided by Seller pursuant to Section 7, above, shall be kept and maintained confidential and shall not be disclosed by either Party to any third party without the prior written consent of the other Party. This provision shall not prohibit disclosures on a "need to know" basis to employees, agents, attorneys, brokers, surveyors, title companies, engineers, contractors, lenders, etc., as necessary to obtain financing or governmental permits and approvals, to potential tenants, or as compelled by legal process or required by law, including without limitation Wisconsin's Open Records and Open Meeting Laws. This provision shall survive any termination of this Agreement.

22. **Section 1031 Exchange.** In the event that either Party elects to structure this transaction as a like-kind exchange pursuant to Section 1031 of the Code, the other Party shall reasonably cooperate upon the request of the electing Party, including prompt execution of such documents as may reasonably be required to effectuate such exchange, provided that: (a) the electing Party shall bear all costs in connection with such exchange and shall indemnify and hold the other Party harmless from and against any cost, claims, expenses or liabilities (including attorney's fees) incurred by the other Party solely as a result of structuring the transaction as a like-kind exchange; and (b) the exchange shall have no material effect on the terms of either Party's rights or obligations under this Agreement. Notwithstanding any other provision of this Agreement to the contrary, Seller agrees that Buyer may assign its rights in this Agreement to a third party as part of any such exchange. Nothing contained herein shall prevent both Parties from electing a like-kind exchange.

23. **Force Majeure.** Except with regard to the payment of money due, if either Party hereto shall be delayed, hindered in, or prevented from the performance of its obligations hereunder by reason of any occurrence which is not within the reasonable anticipation or control of such Party, including but not limited to strikes, lockouts, labor troubles, governmental action or inaction, failure of power, riots, insurrection, war, acts of God, or other similar reason, and which occurrence, in any event, is not a result

of the intentional act, negligence or willful misconduct of such Party (a “**Force Majeure Event**”), such Party’s performance shall be excused for the period of time equivalent to the delay caused by such Force Majeure Event, provided such Party gives prompt notice to the other Party of such delay.

24. **Independent Contract Consideration.** In consideration of the Seller’s execution of this Agreement and the permission afforded to the Buyer to have access to and rights of entry upon the Property, the Buyer agrees to pay to the Seller the sum of Twenty Five Dollars (\$25.00), which amount shall be non-refundable and non-applicable to the Purchase Price, and will constitute independent contract consideration for the Seller’s agreement to enter into this Agreement. Such amount shall be due and payable upon demand by Seller to Buyer.

25. **Miscellaneous Provisions.**

(a) This Agreement shall be interpreted and enforced according to the laws of the State of Wisconsin, without reference to its conflict of laws rules. The venue of any litigation arising out of this Agreement shall lie exclusively with the state or federal court in whose district the Property is located.

(b) All headings and section designations of this Agreement are inserted for convenience only and do not form a part of this Agreement or limit, expand or otherwise alter the meaning of any provisions hereof.

(c) This Agreement, and any amendments hereto, may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. The Parties agree that, except for notices (which are governed by Section 14, above), signatures transmitted by facsimile or scanned and emailed shall have the legal effect of original signatures. At the request of either Party, the Parties shall promptly exchange executed original counterparts of this Agreement or any amendment.

(d) The provisions of this Agreement are intended to be for the sole benefit of the Parties and their respective successors and assigns, and none of the provisions of this Agreement are intended to be, nor shall they be construed to be, for the benefit of any third party.

(e) If, under any provision of this Agreement: (i) the date any act to be done or action to be taken; or (ii) the last day of any time period, including any notice period; falls on a Saturday, Sunday or legal holiday in the state whose law governs this Agreement, then such act or action shall be deemed to have been validly done or taken on, or such time period shall be deemed extended to, the next succeeding day which is not a Saturday, Sunday or legal holiday, and all succeeding time periods shall be deemed extended accordingly. Unless otherwise specified in this Agreement, all references herein to a “day” or “days” shall refer to calendar days.

(f) Buyer may assign this Agreement and all of its interests herein to an entity related to or affiliated with Buyer or the potential landlord of the lease referred to in Section 4(l) above without obtaining the Seller’s consent. Upon any assignment, the assignee shall have and be subject to all the rights, benefits, duties and obligations of Buyer hereunder and the Buyer named in this Agreement will be relieved of any rights or obligations hereunder.

(g) This Agreement represents the entire agreement between Seller and Buyer covering everything agreed upon or understood in this transaction. There are no oral promises, conditions, representations, understandings, interpretations or terms of any kind as conditions or

inducements to the execution hereof or in effect between the Parties. No change or addition shall be made to this Agreement except by a written agreement duly executed by Seller and Buyer.

(h) The Parties acknowledge that each has been represented by, or has had the opportunity to consult with, legal counsel of its own choosing in this matter, and this Agreement has been arrived at through arms' length negotiation. For purposes of the rule of contract interpretation that construes a document against its drafter, the Parties agree that neither Party nor its counsel shall be considered the drafter hereof.

(i) If any term, covenant or condition of this Agreement is held to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed in accordance with its intent as if such invalid or unenforceable provision had never been contained herein.

(j) No failure by either Party, at any time, to require the performance by the other of any term of this Agreement, shall in any way affect the right of either Party to enforce such terms, nor shall any waiver by either Party of any term hereof be taken or held to be a waiver of any other provision of this Agreement. No waiver of any term or provision of this Agreement shall be effective unless the same is in writing and signed by the Party granting such waiver.

(k) Buyer represents and warrants to Seller that: it has full power and authority to enter into this Agreement and to assume and perform all of its obligations under this Agreement; and the person executing this Agreement on its behalf has been duly authorized and is empowered to bind it to this Agreement.

(l) With regard to all matters in this Agreement requiring the consent or approval of either Party, the Parties agree that any such consent or approval shall not be unreasonably withheld, conditioned or delayed, unless otherwise specifically provided in this Agreement.

(m) All Exhibits to this Agreement are incorporated herein as though fully set forth.

(n) For purposes of this Agreement, the term "**Effective Date**" will mean and refer to the date upon which the latter of the parties executes this Agreement, as indicated by the respective dates set forth adjacent to each of the parties' respective signatures to this Agreement.

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SIGNATURE PAGE TO REAL ESTATE PURCHASE AGREEMENT

IN WITNESS WHEREOF, this Agreement has been executed by the Parties as of the date(s) specified by their respective signatures.

SELLER:

BUYER:

City of Appleton, Wisconsin

Scannell Properties, LLC, an Indiana limited liability company

By: _____

By: 

Printed: _____

Printed: Marc Pfleger

Title: _____

Title: Manager

Date: _____

Date: 6/7/19

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Index to Exhibits

Exhibit A – Legal Description of the Property

Exhibit B – Form of Escrow Agreement

Exhibit C – Form of Environmental Site Assessment Owner’s Disclosure

EXHIBIT A
DEPICTION OF THE LAND



EXHIBIT B

FORM OF ESCROW AGREEMENT

ESCROW AGREEMENT

Escrow Number: _____ **Date:** _____, 201__

Property Address: _____

Deposit Amount: \$ _____ .00

SCANNELL PROPERTIES, LLC, an Indiana limited liability company (the “**Buyer**”), and _____ (the “**Seller**”), are parties to that certain Real Estate Purchase Agreement (the “**Agreement**”) dated as of _____, 201__, with respect to the above referenced property (the “**Property**”), which is more particularly described in the Agreement. The Buyer has deposited the sum of _____ and No/100 Dollars (\$ _____ .00) (the “**Deposit**”) with First American Title Insurance Company (the “**Title Company**”) to be held under the terms of the Agreement and the terms of this Escrow Agreement (the “**Escrow Agreement**”). On or before the Satisfaction Date (as defined in the Agreement), the Deposit shall be refunded by the Title Company to the Buyer upon receipt of a written request from the Buyer, together with evidence that the Buyer has given the Seller written notice of termination in accordance with the terms of the Agreement. Following the Satisfaction Date, if the Title Company has not received any written request from the Buyer as set forth above, the Deposit and any Additional Deposits (as defined in the Agreement) shall be distributed to Seller and/or Buyer as directed in Section 4 of the Agreement.

Following the Satisfaction Date, the Title Company is hereby expressly authorized to disregard, in its sole discretion, any and all unilateral notices or warnings given by any of the parties hereto, or by any other person or corporation, except as otherwise expressly provided herein, but Title Company is hereby expressly authorized to regard and to comply with and obey any and all orders, judgments or decrees entered or issued by any court with or without jurisdiction, and in case Title Company obeys or complies with any such order, judgment or decree of any court it shall not be liable to any of the parties hereto or any other person, firm or corporation by reason of such compliance, notwithstanding any such order, judgment or decree being entered without jurisdiction or being subsequently reversed, modified, annulled, set aside or vacated. In case of any suit or proceeding regarding this escrow, to which Title Company is or may at any time become a party, it shall have a lien on the contents hereof for any and all costs, attorneys’ fees, whether such attorneys shall be regularly retained or specially employed, and any other expenses which it may have incurred or become liable for on account thereof, and it shall be entitled to reimburse itself therefor out of said deposit, and the undersigned jointly and severally agree to pay Title Company upon demand all such costs, fees and expenses so incurred.

Except as expressly provided herein, in no case shall the above mentioned deposits be surrendered except on an order signed by the parties hereto, their respective legal representatives or assigns, or in obedience of the process or order of court as aforesaid.

Unless directed otherwise in writing by Buyer, all deposits made pursuant to this Escrow Agreement shall be invested on behalf of the Buyer in investments limited to interest-bearing, federally-insured instruments with a national bank or federal savings bank or in a money market fund authorized to invest solely in direct obligations of the United States of America (“**Qualified Investments**”). The funds

invested in this manner shall have a maturity of 30 days or less. Interest and other earnings on any funds invested hereunder shall be added to the funds held on deposit by Title Company hereunder, and losses, if any, incurred from any such investment shall reduce the balance of the funds on deposits hereunder. Buyer shall provide Title Company with a Form W-9 with its taxpayer identification number and such other investment forms as it may reasonably require. Title Company shall, upon request furnish information concerning its procedures for such investment, but shall not charge or otherwise assess any additional fees for the investment of such funds.

Billing Instructions: Escrow fee in the amount of \$0.00 will be billed as follows: Half to Seller and half to Buyer. NOTE – ESCROW FEES WAIVED IN ANTICIPATION THAT THE TITLE COMPANY WILL BE PROVIDING TITLE INSURANCE UNDERWRITING SERVICES IN CONNECTION WITH THE AGREEMENT FOR WHICH IT WILL BE COMPENSATED AT CLOSING.

Except as to deposits of funds for which Title Company has received express written direction concerning investment to other handling, the parties hereto agree that the Title Company shall be under no duty to invest or reinvest any deposits at any time held by it thereunder; and, further that Title Company may commingle such deposits with other deposits or with its own funds in the manner provided for the administration of funds held as a fiduciary under applicable law, provided, however, nothing herein shall diminish Title Company's obligation to apply the full amount of the deposits in accordance with the terms of the Agreement.

In the event the Title Company is requested to invest deposits hereunder in Qualified Investments pursuant to this agreement, Title Company shall not be held responsible for any loss of principal or interest which may be incurred as a result of making the investments or redeeming said investment for the purposes of these escrow instructions except to the extent that Title Company negligently or willfully fails to follow such investment directions.

This Escrow Agreement is intended to be executed in triplicate, but may be executed in multiple counterparts. Each such counterpart shall be deemed an original, but all of which together shall constitute one and the same document. The parties agree that, except for notice purposes, signatures transmitted by facsimile or scanned and e-mailed shall have the legal effect of original signatures. Upon the request of any party, the parties shall promptly exchange executed original counterparts of this Escrow Agreement.

[Remainder of this Page Intentionally Blank.]

EXHIBIT C

ENVIRONMENTAL SITE ASSESSMENT OWNER'S DISCLOSURE

[ATTACHED]

The following information is to be completed by the owner of the property.

| | | | | | | | | |
|------------------|----------|--|------|--|----------|--|-----------|--|
| LANDOWNER | Name: | | | | Contact: | | | |
| | Address: | | | | | | | |
| | City: | | | | State: | | Zip Code: | |
| | Phone: | | Fax: | | Email: | | | |

| | | | | | | | |
|--|--|--|--|--------|--|-----------|--|
| Site Address: | | | | | | | |
| City: | | | | State: | | Zip Code: | |
| Site or Facility Description, Assessor's Parcel No. (if undeveloped land): | | | | | | | |

| SITE INFORMATION | | | | |
|---|-----|----|-----|--------------------|
| Advise the following characteristics of the site: | Yes | No | Unk | Comments / Details |
| Property acreage: | | | | |
| Date property developed: | | | | |
| Garage? | | | | |
| Garage floor drains? | | | | |
| Truck wash area? | | | | |
| Dock / warehouse floor drains? | | | | |
| Dry wells? | | | | |
| Sanitary sewer? | | | | |
| Storm sewers? | | | | |
| Septic systems? | | | | |
| Well water systems? | | | | |
| Public water? | | | | |
| Sump systems? | | | | |
| Oil/water separator systems? | | | | |
| Service pits? | | | | |
| Asphalt paving? | | | | |
| Stone paving? | | | | |
| Oil/gas spills on the site? | | | | |
| Underground tanks? | | | | |
| Aboveground tanks? | | | | |
| Were tanks removed from site? | | | | |
| Offsite fill used? | | | | |
| Radon issues? | | | | |
| Asbestos containing materials? | | | | |
| Flood plain? | | | | |
| Wetlands? | | | | |
| Other environmental concerns with site? | | | | |

SITE INFORMATION

Advise uses and activities performed onsite:

| | |
|--------------------------|--|
| Current use of property: | |
|--------------------------|--|

| | |
|-----------------------|--|
| Past use of property: | |
|-----------------------|--|

| | Yes | No | Unk | Comments / Details |
|--|-----|----|-----|--------------------|
| Was used oil ever used for dust control? | | | | |
| Hazardous wastes generated on site? | | | | |
| Drums or containers stored onsite? | | | | |
| Other environmental concerns? | | | | |

Indicate adjacent uses of property (i.e., industrial, commercial residential, roads, rail, undeveloped, etc.):

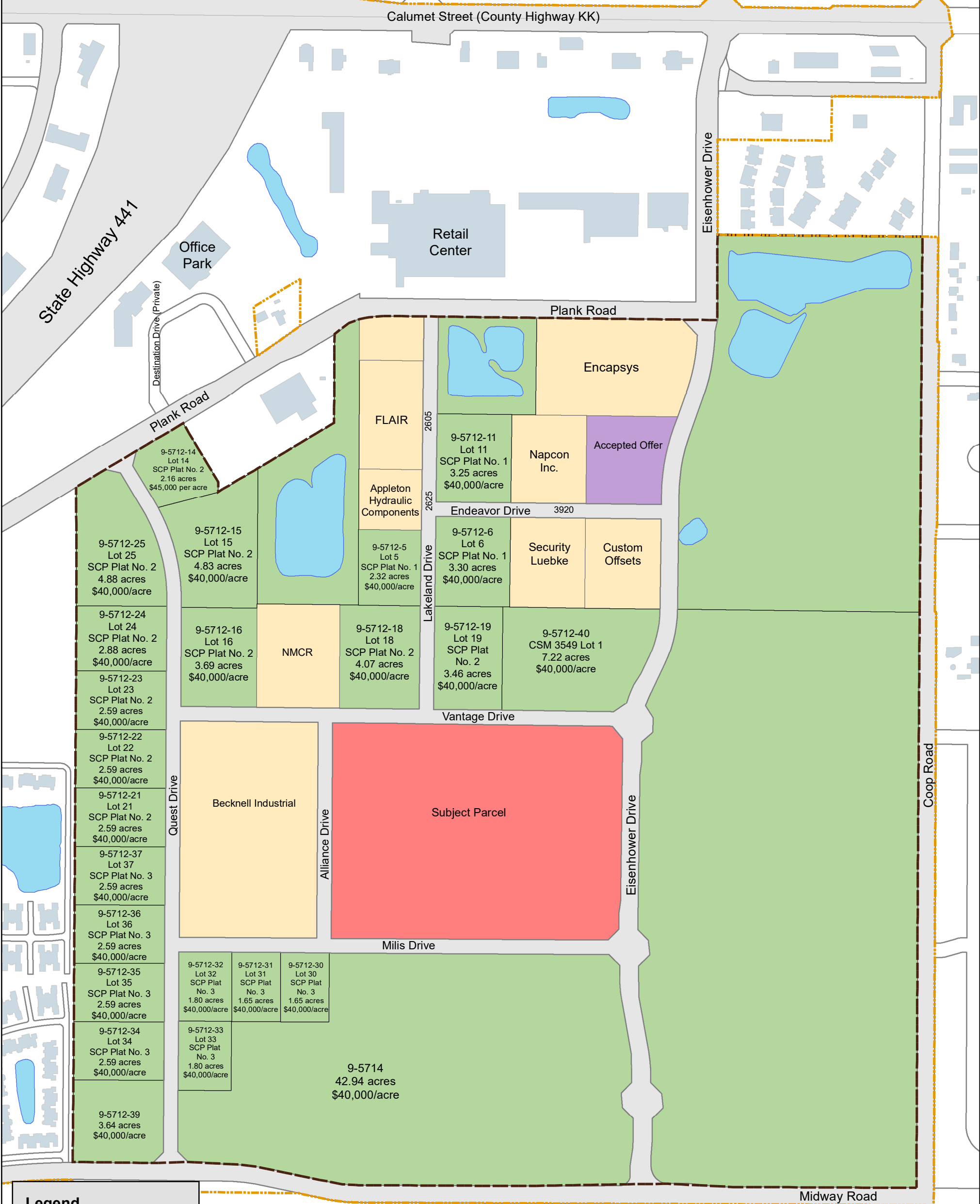
| | |
|-------|--|
| North | |
| South | |
| East | |
| West | |

| Advise if the following information is available: | Yes | No | Unk | Comments / Details |
|---|-----|----|-----|--------------------|
|---|-----|----|-----|--------------------|

| | | | | |
|---|--|--|--|--|
| Real estate appraisal | | | | |
| Locator map | | | | |
| Property survey | | | | |
| Legal description | | | | |
| Title commitment | | | | |
| Geotechnical reports | | | | |
| Environmental assessment or remediation reports | | | | |
| Facility plans | | | | |
| Environmental permits | | | | |
| Inspection reports or notices of violations | | | | |
| Public complaints about property | | | | |
| Other information available? | | | | |

| | | | |
|-----------------------|--|-------|--|
| Completed by (print): | | | |
| Signed by: | | Date: | |

Southpoint Commerce Park Appleton, Wisconsin



Legend

- For Sale (City Owned)
- Accepted Offer
- Privately Owned Parcels
- Subject Parcel
- City Limits
- Park Boundary

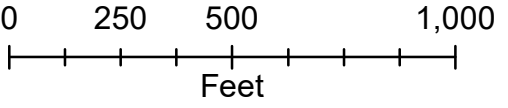


Exhibit B Deed Restrictions

S O U T H  P O I N T

C O M M E R C E P A R K

Appleton's Newest Business Opportunity

DECLARATION OF COVENANTS AND RESTRICTIONS

APPLICABLE TO ALL PROPERTIES SOLD IN
SOUTHPOINT COMMERCE PARK PLATS NO. 1, 2 & 3

This conveyance is made subject to the following conditions, covenants, and understandings, which shall be binding upon the vendee and his/her heirs, successors, and assigns:

1. ***Setbacks:***

- A. *Front Yard:* No building shall be constructed on the site nearer than forty (40) feet of the right-of-way of any public street. In the case of corner lots, both forty (40) foot setbacks will apply.
- B. *Side and Rear Yards:* Minimum side and rear yards shall be twenty-five (25) feet.

2. ***Land Use:***

Restrictions on Use. The Restricted Parcel shall be developed and used solely for the following purpose and for no other purpose:

- 1. Manufacturing;
- 2. Research, development and testing laboratories;
- 3. Wholesaling, warehousing and distribution;
- 4. Office operations only if they are an integral part of and a necessary adjunct to a permitted use;
- 5. Retail sales of products manufactured on site and clearly an accessory use to the primary use of the site and provided on premises sales are limited in floor area to no more than (10) percent of the total gross floor area occupied by the permitted or special use;
- 6. Other land uses may be considered for approval by the Community Development Committee if a determination is made that the project fits the development objectives of the City.

3. *Nuisance Factors and Hazards*

- A. In order to protect the interests of all Tenants, no operation shall be conducted which emits offensive or objectionable noise, vibration, smoke, odors, dust, or gases. Precautions should be taken in all research and other approved operations for radiation, radioactivity, fire, and explosion hazards.
- B. No fuel or chemical in-ground or outdoor storage shall be allowed in the Park.

4. *Building Standards*

- A. Any building erected shall be at least 7,500 square feet in area and have a gross floor area equal to at least 10 percent of the land area.
- B. The maximum ratio of building area (footprint) to total parcel size shall in no event exceed forty (40) percent, exclusive of parking and loading areas. The building footprint, all parking, driveways, and loading areas, when combined, may not exceed seventy (70) percent of the total Parcel size.
- C. Buildings shall be designed by an Architect or Engineer. Complete architectural design must be given to all façades of all buildings with all sides and rear elevations being given architectural treatment compatible with the front elevation of the building.
- D. This Industrial Park encourages a variety of architectural styles. However, it is intended that a basic harmony of architecture prevail among the buildings so that no one structure detract from the attractiveness of the overall development.
- E. The front elevation of the building, any elevation facing a street, and externally visible opaque surfaces shall be a minimum of 75% of materials 1-5 (provided, however, that such list shall not be deemed to exclude the use of other accent or exterior trim materials, glass and glazing, and earth berms). The side and rear building elevations that do not face any street shall be a minimum of 25% of materials (1-5). Exception to this requirement would be limited to (1) expandable building side with prior approval from the Site Plan Review Committee.
 - 1. Brick;
 - 2. Architectural precast concrete panels (surface finish to be painted, stained, or exposed aggregate). When using concrete panels as an exterior surface the architect should be careful to avoid a monolithic or monotonous appearance and the use of various textures, colors and accents will be encouraged.
 - 3. Decorative face concrete block. When using decorative face concrete block as an exterior surface the architect should be careful to avoid a monolithic or monotonous appearance and the use of different types and textures (split face, fluted, scored or striated) to provide variety and relief will be encouraged.

4. Cut stone;
5. Exterior insulation and finish systems (EFIS);
6. Metal panels may be used only in combination with one of the approved materials. Any metal siding proposed for use shall be entirely coated with a color fast, abrasion and corrosion resistant, long life (minimum of 20 years) finish that is resistant to chemicals, withstands temperature extremes, and has a low permeability. Any material utilized to attach the metal siding to the building shall be concealed or the utilization of shadow panels or semi-concealed fastener panels with fasteners painted to match the panels shall be required.
7. Other building materials being developed and to be developed by the construction industry. The use of such materials will be reviewed by the Site Plan Review Committee on a case-by-case basis.

- F. Building materials will be selected for their ability to present a visual statement of a building or structure's strength, attractiveness, and permanence. The building materials used shall be harmonious with the natural environment and with the general character of other buildings and structures in the Park.
- G. Metal trim materials may be used when in keeping with the architectural and aesthetic character of the building or structure.
- H. The Community Development Committee will approve ancillary structures. Approval may be granted only if such structures are necessary to the principal use of the building site, are in architectural and aesthetic conformance with other buildings or structures on the site, are properly screened, meet all requirements of these covenants and are otherwise satisfactory to the Community Development Committee at its sole discretion.

5. ***Landscaping:***

- A. ***Landscape Plan:*** The landscaping upon any building site or lot shall be carried out in accordance with a detailed landscaping plan, which has been reviewed and approved in writing by the City's Site Plan Review Committee. The landscape plan shall include, but not be limited to, plant location, common and botanical names of plant material, planting size, root condition, and quantity of all plant material. The plan shall show all ground cover and mulch areas, landscape and construction materials, and construction details.
- B. ***Landscaping Methods:*** Landscaping may include grading, earth berms, seeding, sodding, raised planters, architectural decorative walls or fencing, trees and shrubs, ground cover and other landscape materials including permanent sprinkler systems, fountains, storm run-off retention ponds, reflective ponds, and landscape lighting.

- C. *Plant Material*: Selected plant material should provide for a variety of shade trees, evergreen trees, and shrubs, ornamental trees and shrubs and ground covers. Plant material selection shall take into consideration the following:
1. Disease and insect resistance;
 2. Hardiness to the area;
 3. The ability to provide seasonal interest;
 4. Future maintenance considerations;
 5. Ability of plant material to accomplish its intended purpose in each placement.
- D. *Time for Completion*: All landscaping shall be completed within ninety (90) days following occupancy, or as soon thereafter as weather will allow if such period occurs within winter months.
- E. *Maintenance*: The owner shall be responsible for maintaining all landscaping as approved on the original plan for his site. Any variation or changes to the landscape plan must be reviewed and approved in writing by the Community Development Department. Landscaped areas, materials, fixtures, and improvements shall be maintained by the owner of the building site, or by such owner's long-term lessee(s) in good condition at all times. Such maintenance shall include watering, mowing, trimming, pruning, spraying, fertilizing, repairing, replacement of dead plantings, planting, transplanting, dusting, treating, and other common landscape maintenance activities necessary to keep the building site landscaping in a healthy state of growth and visually attractive in appearance.

If the owner or the owner's assigns fail to maintain the landscaping and site per the approved landscaping plan in this section, the City of Appleton or its Agent may seek an inspection warrant to enter the site and conduct such maintenance and to seek full reimbursement.

6. *Utility Controls*

All utilities lines shall be located underground where feasible except for high voltage lines. In the event high voltage lines are required, rear locations nearest and parallel with rear lot lines shall be encouraged.

7. *Parking, Loading*

Off-street parking and loading areas shall be provided on each building site and shall be of sufficient size to accommodate all planned or anticipated parking and loading needs of all site occupants and visitors and comply with the City's Zoning Ordinance regarding parking standards.

1. All truck maneuvering must be confined within the boundaries of the property.
2. All parking, driveways, and loading areas shall be paved.
3. Parking shall be permitted within the minimum front yard setback area; however, it shall be located no closer than fifteen (15) feet to the public right-of-way line. Parking shall be setback a minimum of 6' from the side property line.

Truck loading and receiving areas shall occur in the rear of any buildings or structures on any Lot. Truck loading and receiving areas shall be permitted on the side of such building if sufficient visual screening is installed to screen the dock area from the street.

Truck loading and receiving is normally not permitted in the front of such building unless dictated by the site conditions and only if fully screened from the street. In that event, the Community Development Committee shall review and approve the location of the loading dock. The Community Development Committee may assign this review of plans to the Community Development Department.

8. ***Outdoor Storage:***

No outside storage of any kind shall be permitted unless such stored materials are visually screened from all streets and adjoining properties with a suitable fence, vegetation, berm, or combination thereof approved by the Site Plan Review Committee. Screening shall be attractive in appearance and in keeping with the architectural quality of the main structure. Said storage shall be limited to behind the front line of the building on the property, and within the building setback lines. All refuse containers must be enclosed by a fence of solid material such as will provide a suitable visual screen. No waste material or refuse may be dumped or permitted to remain on any part of the property outside of the buildings. All storage areas shall be paved.

9. ***Roof Mounted Equipment:***

Roof mounted equipment shall be so located and/or screened, and painted to minimize visibility from the street and adjacent owners.

10. ***Signs:***

Identification signs shall be permitted to promote only the name and/or trademark of the owner or tenant of the parcel on which the sign is placed. The signs shall not advertise business services. Signs, lighting, etc., are to be indicated on the final site plan submitted to the Site Plan Review Committee for review.

1. Ground signs must be set back a minimum of 10 feet from the right-of-way line and must be of a low profile design subject to approval by the Committee.
2. Signs may not be of unusual size or shape when compared to the improvements situated on the site on which the sign is located.

3. Signs may not be installed above the roofline of a building.
4. Pole signs are prohibited.
5. Signs may not contain or utilize any flashing, blinking, intermittent or moving light as source of illumination.
6. No signs shall be located in or painted on any window.
7. Building signs must comply with the City Sign Code.

11. ***Maintenance Responsibilities:***

- A. Each owner shall keep its property, all contiguous street right-of-way to the edge of the pavement, and all drainage and easement areas in a well -maintained, safe, clean, and attractive condition at all times. Such maintenance includes, but is not limited to the following:
 1. The removal of all litter, trash, refuse, and wastes;
 2. Compliance with the City's noxious weed control ordinance, including the mowing of all grass areas to a height not over 4";
 3. The maintenance of exterior lighting, signs, and mechanical facilities;
 4. The keeping of all exterior building surfaces in a cleaned, well-maintained condition;
 5. The maintenance of all drainage ways including the removal of all debris, weeds, and silt.
- B. The owner of any undeveloped lands shall maintain said lands free of rubbish, noxious weeds, and mosquito breeding pond conditions.

12. ***Site Plan Review:***

Before commencing the construction or alterations of any buildings, additions, enclosures, fences, loading docks, parking facilities, storage yards, or any other structures or permanent improvements on or to the real estate conveyed hereby, the owner shall first submit its building plans, specifications, site and landscape plans, elevations of all sides of the building, samples of materials proposed for all external surfaces including colors and textures, and an artist's rendering of the project or a scale model to the Site Plan Review Committee in accordance with Section 23-171 of the City Zoning Code. Renderings should show adjacent buildings, landscaping, screening, signs etc.

13. ***Repurchase Rights:***

Failure to Build: In the event the owner of land purchased from the City of Appleton does not commence construction of a building within one (1) year after the date of purchase, the City has the option to repurchase said property. The City shall pay the following repurchase price: the sum of the original purchase price and all special assessments which may have been paid by the buyer or levied against the property after the date of purchase minus the sum of any unpaid property taxes, pro-ration of the current years property taxes to date of closing, title insurance policy premium, real estate commission paid at time of original closing, and any liens and encumbrances on the property of a definite or ascertainable amount. Further, repurchase price shall be adjusted by the amount equal to the amount of an option fee for that year had the property been under option between the City and the Buyer. Conveyance shall be by warranty deed.

Resale of Vacant Land: In the event the owner of land purchased from the City of Appleton elects to sell any portion thereof, which is vacant, the property shall first be offered, in writing, to the City of Appleton. The City of Appleton shall have sixty (60) days from date of receipt of such offer to accept or reject repurchase of the property unless an extension of time may be mutually agreed upon and set forth in writing. The purchase price shall be computed as in the paragraph above (Failure to Build). Conveyance shall be by warranty deed. The seller shall furnish a title insurance policy at the seller's expense. In the event the City does not elect to repurchase the property, the owner may sell the land, but these Declarations of Covenants and Restrictions shall run with the land and be binding on the subsequent owner.

14. ***Subdivision of Lots:***

After a lot has been purchased, such lot shall not be further subdivided without the written consent of the Community Development Committee. No owner may sell, lease or rent less than all of the lot without the prior written consent of the Community Development Committee. The Community Development Committee may delegate this approval authority to the Community Development Department. The foregoing prohibition shall not apply to occupancy leases of space in a building made in the ordinary course of business.

15. ***Waiver of Notice:***

All land sold before major assessable improvements are completed in the business park site shall be subject to the purchaser's waiving notice of assessments and hearings, and such waiver shall be part of the negotiations.

16. ***Variations:***

Notwithstanding anything contained herein to the contrary, the City of Appleton expressly reserves the right at any time to authorize in writing variations from the strict applications of these covenants and restrictions, or any one or more of them, where the circumstances, in its sole

and exclusive judgment, justifies the granting of same.

17. ***Enforcement:***

The Community Development Committee has the responsibility to ensure compliance with the covenants and restrictions through any and all lawful means. In the event that the owner fails to perform in accordance with these covenants and restrictions, the Common Council, upon recommendation of the Community Development Committee, may take whatever corrective measures it deems appropriate and assess the cost thereof against the property in the same manner as a special charge. The Common Council shall give at least thirty (30) days notice to the vendee of any violation and the steps required to correct it prior to taking any action to cure such violation.

18. ***Invalidation:***

The invalidation of any one of the covenants or restrictions herein set forth or the failure to enforce any of said covenants and restrictions at the time of its violation shall in no way affect any of the other covenants or restrictions nor be deemed a waiver of the right to enforce the same thereafter.

19. ***Term:***

Each lot shall be conveyed subject to the covenants and restrictions set forth herein, all of which are to run with the land and shall be binding on all parties and all persons claiming them for a period of thirty (30) years from the date of this Declaration of Covenants and Restrictions is recorded, after which time said covenants and restrictions as are then in force and effect shall be automatically renewed for successive periods of ten (10) years each, unless an instrument terminating such covenants and restrictions is recorded with the Outagamie County Register of Deeds by the Common Council as evidenced by a resolution duly adopted by a majority of all members of the Common Council.

Southpoint Commerce Park Appleton, Wisconsin

Calumet Street (County Highway KK)

Slate Highway 441

Office Park

Retail Center

Legend

- For Sale
- Office
- Offer
- Sold
- Industrial Park Boundary
- Ponds
- City Limits

Eisenhower Drive

Future Pond

Plank Road (County Highway AP)

Destination Drive (Private)

9-5700-6
Time Warner Cable
Technical Operations Center

9-5712-1
Mike Roberts

9-5712-2
Lot 2
SCP Plat No. 1
1.44 acres
\$40,000/acre

9-5712-3
Flair
Flexible
Packaging

9-5712-4
Appleton
Hydraulic
Components

9-5712-5
Lot 5
SCP Plat No. 1
2.32 acres
\$40,000/acre

9-5712-11
Lot 11
SCP Plat No. 1
3.25 acres
\$40,000/acre

9-5712-12
Lot 12
SCP Plat No. 1
3.60 acres
Office Use
\$45,000/acre

9-5712-10
Arrow Moving
Systems, Inc

9-5712-9
Lot 9
SCP Plat No. 1
3.28 acres
Office Use
\$45,000/acre

9-5712-13
Mike Roberts
RPG 4

9-5712-25
Lot 25
SCP Plat No. 2
4.88 acres
\$40,000/acre

9-5712-24
Lot 24
SCP Plat No. 2
2.88 acres
\$40,000/acre

9-5712-23
Lot 23
SCP Plat No. 2
2.59 acres
\$40,000/acre

9-5712-22
Lot 22
SCP Plat No. 2
2.59 acres
\$40,000/acre

9-5712-21
Lot 21
SCP Plat No. 2
2.59 acres
\$40,000/acre

9-5712-37
Lot 37
SCP Plat No. 3
2.59 acres
\$40,000/acre

9-5712-36
Lot 36
SCP Plat No. 3
2.59 acres
\$40,000/acre

9-5712-35
Lot 35
SCP Plat No. 3
2.59 acres
\$40,000/acre

9-5712-34
Lot 34
SCP Plat No. 3
2.59 acres
\$40,000/acre

9-5712-15
Lot 15
SCP Plat No. 2
4.83 acres
\$40,000/acre

9-5712-16
Lot 16
SCP Plat No. 2
3.69 acres
\$40,000/acre

9-5712-17
Lot 17
SCP Plat No. 2
4.21 acres
\$40,000/acre

9-5712-18
Lot 18
SCP Plat No. 2
4.07 acres
\$40,000/acre

9-5712-20
Lot 20
SCP Plat No. 2
14.60 acres
\$40,000/acre

9-5712-32
Lot 32
SCP Plat No. 3
1.80 acres
\$40,000/acre

9-5712-31
Lot 31
SCP Plat No. 3
1.65 acres
\$40,000/acre

9-5712-30
Lot 30
SCP Plat No. 3
1.65 acres
\$40,000/acre

9-5712-33
Lot 33
SCP Plat No. 3
1.80 acres
\$40,000/acre

9-5712-6
Lot 6
SCP Plat No. 1
3.30 acres
\$40,000/acre

9-5712-7
Lot 7
SCP Plat No. 1
3.30 acres
\$40,000/acre

9-5712-8
Lot 8
SCP Plat No. 1
3.34 acres
\$45,000/acre

9-5712-19
Lot 19
SCP Plat No. 2
3.46 acres
\$40,000/acre

9-5712-26
Lot 26
SCP Plat No. 3
1.74 acres
\$40,000/acre

9-5712-27
Lot 27
SCP Plat No. 3
1.69 acres
\$40,000/acre

9-5712-28
Lot 28
SCP Plat No. 3
1.69 acres
\$40,000/acre

9-5712-29
Lot 29
SCP Plat No. 3
1.74 acres
\$40,000/acre

Lakeland Drive

Endeavor Drive

Vantage Drive

Quest Drive

Alliance Drive

Milis Drive

Eisenhower Drive

Coop Road

Officially Mapped Midway Road

Midway Road



SOUTHPOINT COMMERCIAL PARK PLAT NO. 3

PART OF THE NW 1/4 OF THE SE 1/4, THE NE 1/4 OF THE SW 1/4, THE SW 1/4 OF THE SE 1/4 AND THE SE 1/4 OF THE SW 1/4, IN SECTION 4, TOWNSHIP 20 NORTH, RANGE 18 EAST, CITY OF APPLETON, CALUMET COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE

I, Thomas M. Krowm, Registered Land Surveyor, hereby certify:

That I have surveyed and plotted the above described plat of land, and that the same is in accordance with the provisions of Chapter 236 of the Wisconsin Statutes, and the subdivision regulations of the City of Appleton in surveying, dividing and mapping the same.

Given under my hand this _____ day of _____, 2006.

Thomas M. Krowm, Wisconsin Registered Land Surveyor No. 52005.
 Revised this 30th day of June, 2006.

That I have fully complied with the provisions of Chapter 236 of the Wisconsin Statutes and the City of Appleton subdivision ordinance in surveying, dividing and mapping the same.

That each plat is a correct representation of all exterior boundaries of the land surveyed and the subdivision thereof made.

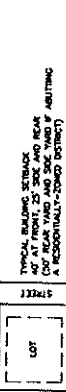
That I have made such land division and plat by the direction of owners, shown below.

That I have fully complied with the provisions of Chapter 236 of the Wisconsin Statutes, and the subdivision regulations of the City of Appleton in surveying, dividing and mapping the same.

Given under my hand this _____ day of _____, 2006.

LEGEND

- DISTINGUISHING 3/4" BORN REBAR
- 1/4" x 3/4" BORN REBAR
- () MEASUREMENTS OF RECORD
- ALL OTHER LOT CORNERS MONUMENTED WITH 3/4" x 3/4" BORN REBAR, MONUMENTED 1/2" DIA. METAL POST
- PROPOSED 1/2" DIA. UTILITY EMBODIMENT (UNLESS OTHERWISE NOTED)
- CORNER AREA = 1/2" x 1/2" DIA. METAL POST
- STREET AREA = 1/2" x 1/2" DIA. METAL POST
- ALL OTHER CORNERS MONUMENTED AND COMPARED TO THE MEASUREMENTS OF RECORD
- TO THE NEAREST FOOT

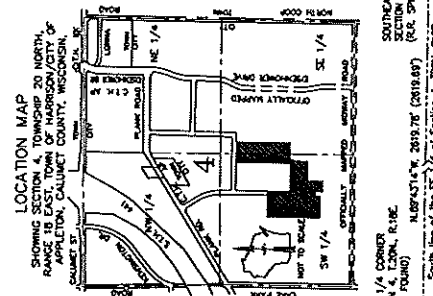
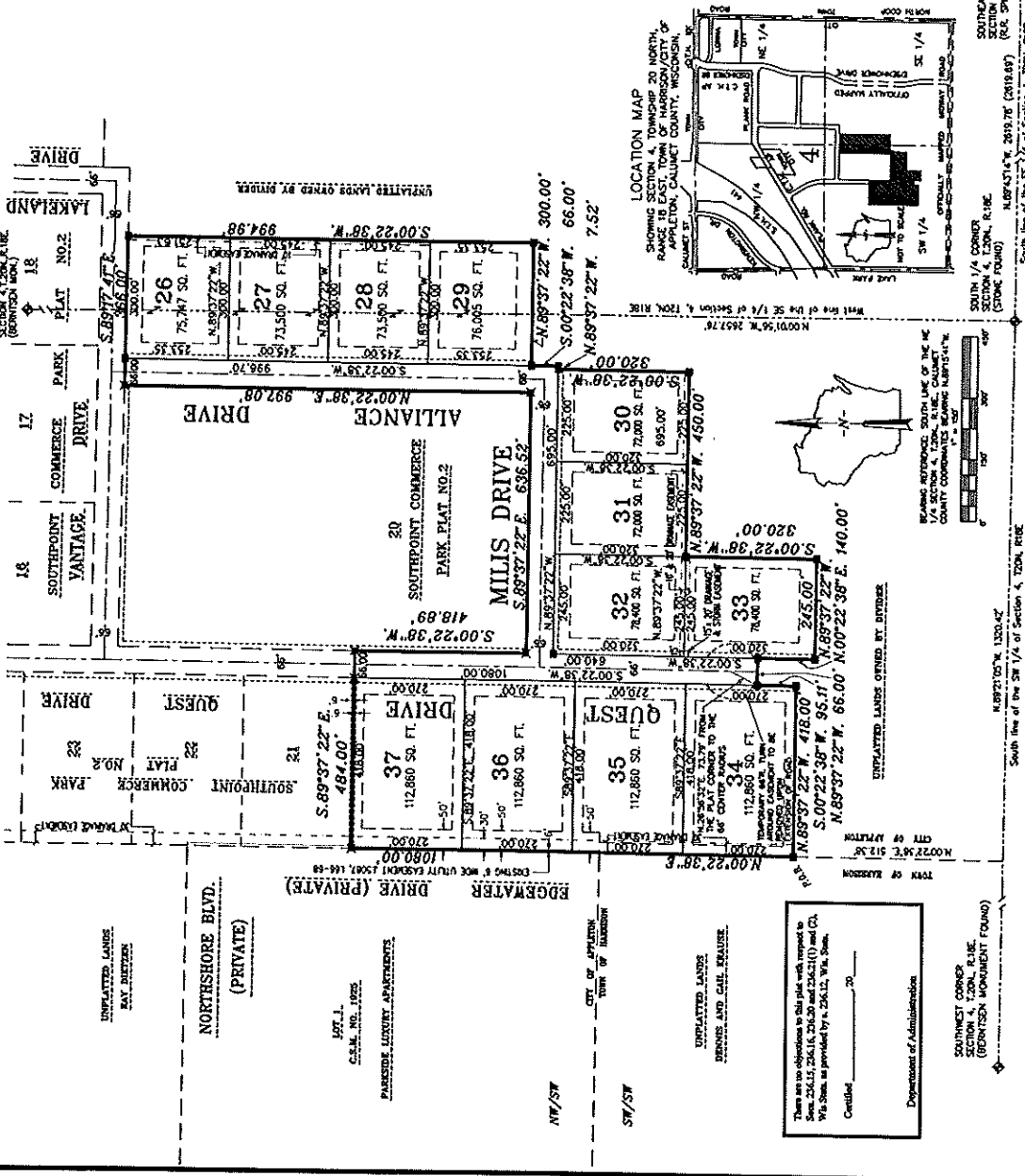


APPROVAL AGENCIES
 CITY OF APPLETON

AGENCIES HAVING AUTHORITY TO OBJECT
 DEPARTMENT OF ADMINISTRATION
 CALUMET COUNTY PLANNING AND ZONING COMMISSION

CITY OF APPLETON
 DEPARTMENT OF PUBLIC WORKS
 Engineering Division
 100 North Appleton Street
 Appleton, WI 54911
 (920) 832-474
 FAX (920) 832-689

THIS INSTRUMENT DRAFTED BY: T. KROWM



This plat is subject to all other maps, surveys, and records of record. The plat is subject to the provisions of Chapter 236 of the Wisconsin Statutes, and the subdivision regulations of the City of Appleton. The plat is subject to the provisions of Chapter 236 of the Wisconsin Statutes, and the subdivision regulations of the City of Appleton.

Certified _____

Department of Administration

SOUTHWEST CORNER
 SECTION 4, T20N, R18E
 (BERTSON MONUMENT FOUND)

SOUTHWEST CORNER
 SECTION 4, T20N, R18E
 (R.G. SPRIG FOUND)



MEMORANDUM

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

TO: Community & Economic Development Committee (CEDC)

FROM: Matt Rehbein, Economic Development Specialist

DATE: June 12, 2019

RE: Offer to Purchase – Lots 5 and 11 Southpoint Commerce Park Plat 1 from Messenger Property Management, LLC

The City of Appleton has received an Offer to Purchase from Messenger Property Management, LLC for Lots 5 and 11 in Southpoint Commerce Park Plat Number 1, comprised of approximately 2.32 and 3.25 acres respectively.

Messenger Property Management, LLC anticipates construction of a building for food grade manufacturing and distribution. Their goal is to be up and running within 12 months, so construction would have to begin shortly upon approval of plans.

The Offer to Purchase is for the full asking price per acre; however, there is one additional provision of note listed:

- 1) The City of Appleton will provide an investment of 50% of the land purchase amount (50% of \$222,800 = \$111,400) to Buyer upon completion of construction and occupancy of the new building. Each lot would be handled independently for the reinvestment.

This is the same language that has been approved in past transactions to encourage investment in the City resulting in increased net new construction. There is no broker commission due in this transaction.

The City's investment in this project would be memorialized by a Development Agreement between the City of Appleton and Messenger Property Management, LLC.

Staff Recommendation:

Acceptance of the Offer-To-Purchase for Lots 5 and 11 in Southpoint Commerce Park, Plat 1 from Messenger Properties, LLC for \$222,800.00 (\$40,000.00 per acre) comprised of approximately 2.32 and 3.25 acres respectively and staff authorization to negotiate and execute a development or like agreement providing City investment in the project of up to 50% of the land purchase amount (50% of \$222,800 = \$111,400) **BE APPROVED**.

WB-13 VACANT LAND OFFER TO PURCHASE

1 **BROKER DRAFTING THIS OFFER ON** 6/6/19 [DATE] IS (AGENT OF SELLER) (AGENT OF BUYER) (DUAL AGENT) ~~STRIKE TWO~~

2 **GENERAL PROVISIONS** The Buyer, Messenger Property Mgt

3 offers to purchase the Property known as (Street Address) Vacant Lots 11 and 5 in Southport Commerce Park

4 _____ in the city of Appleton, County of _____,

5 Wisconsin. (Insert additional description, if any, at lines 179 - 187 or attach as an addendum, line 188), on the following terms:

6 ■ **PURCHASE PRICE:** Total Acres of both lots is 3.25 and 2.32 = 5.57 x 40,000 = \$222,800

7 Dollars (\$ \$ 222,800).

8 ■ **EARNEST MONEY** of \$ 0 accompanies this Offer and earnest money of \$ \$ 11,140

9 will be paid within 5 days of acceptance.

10 ■ **THE BALANCE OF PURCHASE PRICE** will be paid in cash or equivalent at closing unless otherwise provided below.

11 ■ **ADDITIONAL ITEMS INCLUDED IN PURCHASE PRICE:** Seller shall include in the purchase price and transfer, free and clear of

12 encumbrances, all fixtures, as defined at lines 15 - 18 and as may be on the Property on the date of this Offer, unless excluded at line 14,

13 and the following additional items: _____

14 ■ **ITEMS NOT INCLUDED IN THE PURCHASE PRICE:** _____

15 A "Fixture" is defined as an item of property which is physically attached to or so closely associated with land so as to be treated as part

16 of the real estate, including, without limitation, physically attached items not easily removable without damage to the Property, items

17 specifically adapted to the Property, and items customarily treated as fixtures including but not limited to all: perennial crops; garden

18 bulbs; plants; shrubs and trees. CAUTION: Annual crops are not included in the purchase price unless otherwise agreed at line 13.

19 ■ **ZONING:** Seller represents that the Property is zoned _____.

20 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed an identical copy of the Offer, including signatures on

21 separate but identical copies of the Offer. CAUTION: *Deadlines in the Offer are commonly calculated from acceptance. Consider*

22 *whether short term deadlines running from acceptance provide adequate time for both binding acceptance and performance.*

23 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on or

24 before 5 pm on 6/14/19. CAUTION: *This Offer may be withdrawn prior to delivery of the accepted Offer.*

25 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and written notices

26 to a Party shall be effective only when accomplished by one of the methods specified at lines 27 - 36.

27 (1) By depositing the document or written notice postage or fees prepaid in the U.S. Mail or fees prepaid or charged to an account with

28 a commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery designated at lines 30 or 32 (if any),

29 for delivery to the Party's delivery address at lines 31 or 33.

30 Seller's recipient for delivery (optional): _____

31 Seller's delivery address: _____

32 Buyer's recipient for delivery (optional): 237 E. Calumet St., Suite B Appleton WI 54915

33 Buyer's delivery address: _____

34 (2) By giving the document or written notice personally to the Party or the Party's recipient for delivery if an individual is designated at lines 30 or 32.

35 (3) By fax transmission of the document or written notice to the following telephone number: _____

36 Buyer: (_____) Seller: (_____)

37 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this Offer (lines

38 179 - 187 or in an addendum per line 188). Occupancy shall be given subject to tenant's rights, if any. **Caution: Consider an agreement**

39 **which addresses responsibility for clearing the Property of personal property and debris, if applicable.**

40 **LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights under said

41 lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the (written) (oral) ~~STRIKE ONE~~

42 lease(s), if any, are _____

43 **PLACE OF CLOSING** This transaction is to be closed at the place designated by Buyer's mortgagee or TBD

44 _____ no later than _____ unless another date or place is agreed to in writing.

45 **CLOSING PRORATIONS** The following items shall be prorated at closing: real estate taxes, rents, private and municipal charges,

46 property owner's association assessments, fuel and _____

47 _____. Any income, taxes or expenses shall accrue to Seller, and be prorated, through the day prior to closing.

48 Net general real estate taxes shall be prorated based on (the net general real estate taxes for the current year, if known, otherwise on

49 the net general real estate taxes for the preceding year) (_____). ~~STRIKE AND COMPLETE AS APPLICABLE~~

50 _____

51 **CAUTION: If proration on the basis of net general real estate taxes is not acceptable (for example, completed/pending**

52 **reassessment, changing mill rate, lottery credits), insert estimated annual tax or other formula for proration.**

53 **PROPERTY CONDITION PROVISIONS**

54 ■ **PROPERTY CONDITION REPRESENTATIONS:** Seller represents to Buyer that as of the date of acceptance Seller has no notice

55 or knowledge of conditions affecting the Property or transaction (see below) other than those identified in Seller's Real Estate Condition

56 Report dated _____, which was received by Buyer prior to Buyer signing this Offer and which is made a part of this Offer

57 by reference ~~COMPLETE DATE OR STRIKE AS APPLICABLE~~ and _____

58 _____

59 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE CONDITION REPORT**

133 **PROPERTY ADDRESS:** _____
134 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3) occupancy; (4)
135 date of closing; (5) contingency deadlines **STRIKE AS APPLICABLE** and all other dates and deadlines in this Offer except: _____
136 _____, if "Time is of the Essence"

137 applies to a date or deadline, failure to perform by the exact date or deadline is a breach of contract. If "Time is of the Essence" does
138 not apply to a date or deadline, then performance within a reasonable time of the date or deadline is allowed before a breach occurs.
139 **DATES AND DEADLINES** Deadlines expressed as a number of "days" from an event, such as acceptance, are calculated by excluding
140 the day the event occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day. Deadlines
141 expressed as a specific number of "business days" exclude Saturdays, Sundays, any legal public holiday under Wisconsin or Federal
142 law, and other day designated by the President such that the postal service does not receive registered mail or make regular deliveries
143 on that day. Deadlines expressed as a specific number of "hours" from the occurrence of an event, such as receipt of a notice, are
144 calculated from the exact time of the event, and by counting 24 hours per calendar day. Deadlines expressed as a specific day of the
145 calendar year or as the day of a specific event, such as closing, expire at midnight of that day.

146 **THE FINANCING CONTINGENCY PROVISIONS AT LINES 148 - 162 ARE A PART OF THIS OFFER IF LINE 148 IS MARKED,**
147 **SUCH AS WITH AN "X". THEY ARE NOT PART OF THIS OFFER IF LINE 148 IS MARKED N/A OR IS NOT MARKED.**

148 **FINANCING CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a _____
149 **INSERT LOAN PROGRAM OR SOURCE** first mortgage loan commitment as described below, within _____ days of acceptance of this
150 Offer. The financing selected shall be in an amount of not less than \$ _____ for a term of not less than _____ years,
151 amortized over not less than _____ years. Initial monthly payments of principal and interest shall not exceed \$ _____.
152 Monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private
153 mortgage insurance premiums. The mortgage may not include a prepayment premium. Buyer agrees to pay a loan fee not to exceed
154 _____% of the loan. (Loan fee refers to discount points and/or loan origination fee, but DOES NOT include Buyer's other closing
155 costs.) If the purchase price under this Offer is modified, the financed amount, unless otherwise provided, shall be adjusted
156 to the same percentage of the purchase price as in this contingency and the monthly payments shall be adjusted as necessary to maintain
157 the term and amortization stated above. **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 158 OR 159.**

158 **FIXED RATE FINANCING:** The annual rate of interest shall not exceed _____%.
159 **ADJUSTABLE RATE FINANCING:** The initial annual interest rate shall not exceed _____%. The initial interest rate shall
160 be fixed for _____ months, at which time the interest rate may be increased not more than _____% per year. The maximum
161 interest rate during the mortgage term shall not exceed _____%. Monthly payments of principal and interest may be adjusted
162 to reflect interest changes.

163 **LOAN COMMITMENT:** Buyer agrees to pay all customary financing costs (including closing fees), to apply for financing promptly, and
164 to provide evidence of application promptly upon request by Seller. If Buyer qualifies for the financing described in this Offer or other
165 financing acceptable to Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no later than the deadline for loan
166 commitment at line 149. **Buyer's delivery of a copy of any written loan commitment to Seller (even if subject to conditions) shall**
167 **satisfy the Buyer's financing contingency unless accompanied by a notice of unacceptability. CAUTION: BUYER, BUYER'S LENDER**
168 **AND AGENTS OF BUYER OR SELLER SHOULD NOT DELIVER A LOAN COMMITMENT TO SELLER WITHOUT BUYER'S PRIOR**
169 **APPROVAL OR UNLESS ACCOMPANIED BY A NOTICE OF UNACCEPTABILITY.**

170 **SELLER TERMINATION RIGHTS:** If Buyer does not make timely delivery of said commitment, Seller may terminate this Offer if Seller
171 delivers a written notice of termination to Buyer prior to Seller's actual receipt of a copy of Buyer's written loan commitment.

172 **FINANCING UNAVAILABILITY:** If financing is not available on the terms stated in this Offer (and Buyer has not already delivered an
173 acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of same including copies
174 of lender(s)' rejection letter(s) or other evidence of unavailability. Unless a specific loan source is named in this Offer, Seller shall then
175 have 10 days to give Buyer written notice of Seller's decision to finance this transaction on the same terms set forth in this Offer and this
176 Offer shall remain in full force and effect, with the time for closing extended accordingly. If Seller's notice is not timely given, this Offer shall
177 be null and void. Buyer authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit worthiness
178 for Seller financing.

179 **ADDITIONAL PROVISIONS/CONTINGENCIES** See offer to purchase lot 1145
180 email from Mike Farnet dated 6/6/19
181 _____
182 _____
183 _____
184 _____
185 _____
186 _____

187
188 **ADDENDA:** The attached _____ is/are made part of this Offer.

189 **TITLE EVIDENCE**
190 **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed (or other
191 conveyance as provided herein) free and clear of all liens and encumbrances, except: municipal and zoning ordinances and
192 agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use
193 restrictions and covenants, general taxes levied in the year of closing and _____
194 _____

195 _____ (provided none of the foregoing prohibit present use of the Property), which constitutes merchantable title
196 for purposes of this transaction. Seller further agrees to complete and execute the documents necessary to record the conveyance.

266 PROPERTY ADDRESS: _____

269 OPTIONAL PROVISIONS: THE PARAGRAPHS AT LINES 271 - 314 WHICH ARE PRECEDED BY A BOX ARE A PART OF THIS OFFER IF
270 MARKED, SUCH AS WITH AN "X". THEY ARE NOT PART OF THIS OFFER IF MARKED N/A OR ARE LEFT BLANK.

271 PROPOSED USE CONTINGENCY: Buyer is purchasing the property for the purpose of: _____
272 This Offer is contingent upon Buyer obtaining the following:

273 Written evidence at (Buyer's) (Seller's) ~~STRIKE ONE~~ expense from a qualified soils expert that the Property is free of any subsoil
274 condition which would make the proposed development impossible or significantly increase the costs of such development.

275 Written evidence at (Buyer's) (Seller's) ~~STRIKE ONE~~ expense from a certified soils tester or other qualified expert that indicates that
276 the Property's soils at locations selected by Buyer and all other conditions which must be approved to obtain a permit for an acceptable private
277 septic system for: _____ [insert proposed use of Property; e.g., three

278 bedroom single family home] meet applicable codes in effect as of the date of this offer. An acceptable system includes all systems approved
279 for use by the State for the type of property identified at line 277. An acceptable system does not include a holding tank, privy, composting
280 toilet or chemical toilet or other systems (e.g. mound system) excluded in additional provisions or an addendum per lines 179 - 188.

281 Copies at (Buyer's) (Seller's) ~~STRIKE ONE~~ expense of all public and private easements, covenants and restrictions affecting the
282 Property and a written determination by a qualified independent third party that none of these prohibit or significantly delay or increase
283 the costs of the proposed use or development identified at lines 271 to 272.

284 Permits, approvals and licenses, as appropriate, or the final discretionary action by the granting authority prior to the issuance
285 of such permits, approvals and licenses at (Buyer's) (Seller's) ~~STRIKE ONE~~ expense for the following items related to the proposed
286 development _____

287 Written evidence at (Buyer's) (Seller's) ~~STRIKE ONE~~ expense that the following utility connections are located as follows (e.g.,
288 on the Property, at the lot line across the street, etc.): electricity _____; gas _____; sewer
289 _____; water _____; telephone _____; other _____

290 This proposed use contingency shall be deemed satisfied unless Buyer within _____ days of acceptance delivers
291 written notice to Seller specifying those items of this contingency which cannot be satisfied and written evidence substantiating why each
292 specific item included in Buyer's notice cannot be satisfied.

293 MAP OF THE PROPERTY: This Offer is contingent upon (Buyer obtaining) (Seller providing) ~~STRIKE ONE~~ a map of the Property prepared
294 by a registered land surveyor, within _____ days of acceptance, at (Buyer's) (Seller's) ~~STRIKE ONE~~ expense. The map shall identify the legal
295 description of the Property, the Property's boundaries and dimensions, visible encroachments upon the Property, the location of improvements,
296 if any, and: _____

297 _____ ~~STRIKE AND COMPLETE AS APPLICABLE~~ Additional map features
298 which may be added include, but are not limited to: specifying how current the map must be; staking of all corners of the Property; identifying
299 dedicated and apparent street, lot dimensions, total acreage or square footage, easements or rights-of-way. **CAUTION: Consider the cost
300 and the need for map features before selecting them.** The map shall show no significant encroachment(s) or any information materially
301 inconsistent with any prior representations to Buyer. This contingency shall be deemed satisfied unless Buyer, within five days of the earlier
302 of: 1) Buyer's receipt of the map, or 2) the deadline for delivery of said map, delivers to Seller, and to listing broker if Property is listed, a copy
303 of the map and a written notice which identifies the significant encroachment or the information materially inconsistent with prior representations.

304 INSPECTION CONTINGENCY: This Offer is contingent upon a qualified independent inspector(s) conducting an inspection(s), at
305 Buyer's expense, of the Property and _____

306 _____ which discloses no defects as defined below. This contingency shall be deemed satisfied
307 unless Buyer within _____ days of acceptance delivers to Seller, and to listing broker if Property is listed, a copy of the inspector's
308 written inspection report and a written notice listing the defects identified in the report to which Buyer objects. This Offer shall be null and
309 void upon timely delivery of the above notice and report. **CAUTION: A proposed amendment will not satisfy this notice requirement.**
310 Buyer shall order the inspection and be responsible for all costs of inspection, including any inspections required by lender or follow-up to
311 inspection. Note: This contingency only authorizes inspections, not testing, see lines 98 to 110. For the purposes of this contingency a defect
312 is defined as any condition of the Property which constitutes a significant threat to the health or safety of persons who occupy or use the
313 Property or gives evidence of any material use, storage or disposal of hazardous or toxic substances on the Property. Defects do not include
314 conditions the nature and extent of which Buyer had actual knowledge or written notice before signing this Offer.

315 This Offer was drafted on _____ [date] by [Licensee and Firm] _____

316 (X) _____ 394 72 8196 6/1/19
317 Buyer's Signature ▲ Print Name Here: Michael Fawcett Social Security No. or FEIN ▲ Date ▲

318 (X) _____
319 Buyer's Signature ▲ Print Name Here: Social Security No. or FEIN ▲ Date ▲

320 EARNEST MONEY RECEIPT Broker acknowledges receipt of earnest money as per line 8 of the above Offer. (See lines 242 - 267)

321 _____ Broker (By)
322 SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS OFFER SURVIVE CLOSING AND
323 THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE PROPERTY ON THE TERMS AND CONDITIONS AS SET FORTH
324 HEREIN AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS OFFER.

325 (X) _____
326 Seller's Signature ▲ Print Name Here: Social Security No. or FEIN ▲ Date ▲

327 (X) _____
328 Seller's Signature ▲ Print Name Here: Social Security No. or FEIN ▲ Date ▲

329 This Offer was presented to Seller by _____ on _____, at _____ a.m./p.m.

330 THIS OFFER IS REJECTED _____ THIS OFFER IS COUNTERED [See attached counter]
331 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

197 ■ **FORM OF TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of the
198 purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. **CAUTION: IF TITLE**
199 **EVIDENCE WILL BE GIVEN BY ABSTRACT, STRIKE TITLE INSURANCE PROVISIONS AND INSERT ABSTRACT PROVISIONS.**

200 ■ **PROVISION OF MERCHANTABLE TITLE:** Seller shall pay all costs of providing title evidence. For purposes of closing, title evidence
201 shall be acceptable if the commitment for the required title insurance is delivered to Buyer's attorney or Buyer not less than 3 business
202 days before closing, showing title to the Property as of a date no more than 15 days before delivery of such title evidence to be
203 merchantable, subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements and
204 exceptions, as appropriate. **CAUTION: BUYER SHOULD CONSIDER UPDATING THE EFFECTIVE DATE OF THE TITLE**
205 **COMMITMENT PRIOR TO CLOSING OR A "GAP ENDORSEMENT" WHICH WOULD INSURE OVER LIENS FILED BETWEEN THE**
206 **EFFECTIVE DATE OF THE COMMITMENT AND THE DATE THE DEED IS RECORDED.**

207 ■ **TITLE ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of objections to title by
208 the time set for closing. In such event, Seller shall have a reasonable time, but not exceeding 15 days, to remove the objections, and
209 the time for closing shall be extended as necessary for this purpose. In the event that Seller is unable to remove said objections, Buyer
210 shall have 5 days from receipt of notice thereof, to deliver written notice waiving the objections, and the time for closing shall be extended
211 accordingly. If Buyer does not waive the objections, this Offer shall be null and void. Providing title evidence acceptable for closing does
212 not extinguish Seller's obligations to give merchantable title to Buyer.

213 ■ **SPECIAL ASSESSMENTS:** Special assessments, if any, for work actually commenced or levied prior to date of this Offer shall be
214 paid by Seller no later than closing. All other special assessments shall be paid by Buyer. **CAUTION: Consider a special agreement**
215 **if area assessments, property owner's association assessments or other expenses are contemplated.** "Other expenses" are one-
216 time charges or ongoing use fees for public improvements (other than those resulting in special assessments) relating to curb, gutter,
217 street, sidewalk, sanitary and stormwater and storm sewer (including all sewer mains and hook-up and interceptor charges), parks, street
218 lighting and street trees, and impact fees for other public facilities, as defined in Wis. Stat. § 66.55(1)(c) & (f).

219 **ENTIRE CONTRACT:** This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller regarding the
220 transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds and inures to the benefit of
221 the Parties to this Offer and their successors in interest.

222 **DEFAULT**

223 Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and conditions of this Offer. A
224 material failure to perform any obligation under this Offer is a default which may subject the defaulting party to liability for damages or
225 other legal remedies.

226 If Buyer defaults, Seller may:

- 227 (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or
228 (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) direct Broker to return
229 the earnest money and have the option to sue for actual damages.

230 If Seller defaults, Buyer may:

- 231 (1) sue for specific performance; or
232 (2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

233 In addition, the Parties may seek any other remedies available in law or equity.

234 The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the
235 discretion of the courts. If either Party defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution instead of
236 the remedies outlined above. By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of law those disputes
237 covered by the arbitration agreement.

238 **NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD READ**
239 **THIS DOCUMENT CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS OF THE OFFER BUT**
240 **ARE PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OFFER OR**
241 **HOW TITLE SHOULD BE TAKEN AT CLOSING. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.**

242 **EARNEST MONEY**

243 ■ **HELD BY:** Unless otherwise agreed, earnest money shall be paid to and held in the trust account of the listing broker (buyer's agent
244 if Property is not listed or seller if no broker is involved), until applied to purchase price or otherwise disbursed as provided in the Offer.

245 **CAUTION: Should persons other than a broker hold earnest money, an escrow agreement should be drafted by the Parties**
246 **or an attorney. If someone other than Buyer makes payment of earnest money, consider a special disbursement agreement.**

247 ■ **DISBURSEMENT:** If negotiations do not result in an accepted offer, the earnest money shall be promptly disbursed (after clearance
248 from payor's depository institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest
249 money shall be disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according
250 to a written disbursement agreement signed by all Parties to this Offer (Note: Wis. Adm. Code § RL 18.09(1)(b) provides that an offer
251 to purchase is not a written disbursement agreement pursuant to which the broker may disburse). If said disbursement agreement has
252 not been delivered to broker within 60 days after the date set for closing, broker may disburse the earnest money: (1) as directed by
253 an attorney who has reviewed the transaction and does not represent Buyer or Seller; (2) into a court hearing a lawsuit involving the
254 earnest money and all Parties to this Offer; (3) as directed by court order; or (4) any other disbursement required or allowed by law.
255 Broker may retain legal services to direct disbursement per (1) or to file an interpleader action per (2) and broker may deduct from the
256 earnest money any costs and reasonable attorneys fees, not to exceed \$250, prior to disbursement.

257 ■ **LEGAL RIGHTS/ACTION:** Broker's disbursement of earnest money does not determine the legal rights of the Parties in relation to this
258 Offer. Buyer's or Seller's legal right to earnest money cannot be determined by broker. At least 30 days prior to disbursement per (1)
259 or (4) above, broker shall send Buyer and Seller notice of the disbursement by certified mail. If Buyer or Seller disagree with broker's
260 proposed disbursement, a lawsuit may be filed to obtain a court order regarding disbursement. Small Claims Court has jurisdiction over
261 all earnest money disputes arising out of the sale of residential property with 1-4 dwelling units and certain other earnest money disputes.
262 Buyer and Seller should consider consulting attorneys regarding their legal rights under this Offer in case of a dispute. Both Parties
263 agree to hold the broker harmless from any liability for good faith disbursement of earnest money in accordance with this Offer or
264 applicable Department of Regulation and Licensing regulations concerning earnest money. See Wis. Adm. Code Ch. RL 18. **NOTE:**
265 **WISCONSIN LICENSE LAW PROHIBITS A BROKER FROM GIVING ADVICE OR OPINIONS CONCERNING THE LEGAL RIGHTS**
266 **OR OBLIGATIONS OF PARTIES TO A TRANSACTION OR THE LEGAL EFFECT OF A SPECIFIC CONTRACT OR CONVEYANCE.**
267 **AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS REQUIRED.**

59 A "condition affecting the Property or transaction" is defined as follows:

60 (a) planned or commenced public improvements which may result in special assessments or otherwise materially affect the Property
61 or the present use of the Property;

62 (b) completed or pending reassessment of the Property for property tax purposes;

63 (c) government agency or court order requiring repair, alteration or correction of any existing condition;

64 (d) any land division involving the subject Property, for which required state or local approvals had not been obtained;

65 (e) any portion of the Property being in a 100 year floodplain, a wetland or shoreland zoning area under local, state or federal laws;

66 (f) conditions constituting a significant health or safety hazard for occupants of Property;

67 (g) underground or aboveground storage tanks on the Property for storage of flammable or combustible liquids including but not limited to
68 gasoline and heating oil which are currently or which were previously located on the Property; **NOTE: Wis. Adm. Code, Chapter**
69 **Comm 10 contains registration and operation rules for such underground and aboveground storage tanks.**

70 (h) material violations of environmental laws or other laws or agreements regulating the use of the Property;

71 (i) high voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the Property;

72 (j) any portion of the Property being subject to, or in violation of, a Farmland Preservation Agreement under a County Farmland Preservation
73 Plan or enrolled in, or in violation of, a Forest Crop, Woodland Tax, Managed Forest, Conservation Reserve or comparable program;

74 (k) boundary disputes or material violation of fence laws (Wis. Stats. Chapter 90) which require the erection and maintenance of legal
75 fences between adjoining properties where one or both of the properties is used and occupied for farming or grazing purposes;

76 (l) wells on the Property required to be abandoned under state regulations (Wis. Adm. Code NR 112.26) but which are not abandoned;

77 (m) cisterns or septic tanks on the Property which are currently not servicing the Property;

78 (n) subsoil conditions which would significantly increase the cost of the development proposed at lines 271-272, if any, including, but not limited
79 to, subsurface foundations, organic or non-organic fill, dumpsites or containers on Property which contained or currently contain toxic or
80 hazardous materials, high groundwater, soil conditions (e.g. low load bearing capacity) or excessive rocks or rock formations on the Property;

81 (o) a lack of legal vehicular access to the Property from public roads;

82 (p) prior reimbursement for corrective action costs under the Agricultural Chemical Cleanup Program; (Wis. Stats. §94.73.)

83 (q) other conditions or occurrences which would significantly increase the cost of the development proposed at lines 271 to 272 or
84 reduce the value of the Property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.

85 ■ **PROPERTY DIMENSIONS AND SURVEYS:** Buyer acknowledges that any land dimensions, total square footage/acreage figures,
86 or allocation of acreage information, provided to Buyer by Seller or by a broker, may be approximate because of rounding or other
87 reasons, unless verified by survey or other means. **CAUTION: Buyer should verify land dimensions, total square footage/acreage**
88 **figures or allocation of acreage information if material to Buyer's decision to purchase.**

89 ■ **ISSUES RELATED TO PROPERTY DEVELOPMENT:** WARNING: If Buyer contemplates developing Property for a use other than the
90 current use, there are a variety of issues which should be addressed to ensure the development or new use is feasible. Municipal and zoning
91 ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or uses and therefore should
92 be reviewed. Building permits, zoning variances, Architectural Control Committee approvals, estimates for utility hook-up expenses, special
93 assessments, charges for installation of roads or utilities, environmental audits, subsoil tests, or other development related fees may need
94 to be obtained or verified in order to determine the feasibility of development of, or a particular use for, a property. Optional contingencies
95 which allow Buyer to investigate certain of these issues can be found at lines 271 - 314 and Buyer may add contingencies as needed in
96 addenda (see line 188). Buyer should review any plans for development or use changes to determine what issues should be addressed
97 in these contingencies.

98 ■ **INSPECTIONS:** Seller agrees to allow Buyer's inspectors reasonable access to the Property upon reasonable notice if the inspections
99 are reasonably necessary to satisfy the contingencies in this Offer. Buyer agrees to promptly provide copies of all such inspection
100 reports to Seller, and to listing broker if Property is listed. Furthermore, Buyer agrees to promptly restore the Property to its original
101 condition after Buyer's inspections are completed, unless otherwise agreed in this Offer. An "inspection" is defined as an observation
102 of the Property which does not include testing of the Property, other than testing for leaking LP gas or natural gas used as a fuel source,
103 which are hereby authorized.

104 ■ **TESTING:** Except as otherwise provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property.
105 A "test" is defined as the taking of samples of materials such as soils, water, air or building materials from the Property and the laboratory
106 or other analysis of these materials. If Buyer requires testing, testing contingencies must be specifically provided for at lines 179 - 187 or
107 in an addendum per line 188. Note: Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose
108 of the test, (e.g., to determine if environmental contamination is present), any limitations on Buyer's testing and any other material terms of
109 the contingency (e.g., Buyer's obligation to return the Property to its original condition). Seller acknowledges that certain inspections or tests
110 may detect environmental pollution which may be required to be reported to the Wisconsin Department of Natural Resources.

111 ■ **PRE-CLOSING INSPECTION:** At a reasonable time, pre-approved by Seller or Seller's agent, within 3 days before closing, Buyer shall
112 have the right to inspect the Property to determine that there has been no significant change in the condition of the Property, except for
113 changes approved by Buyer.

114 ■ **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING:** Seller shall maintain the Property until the earlier of closing or
115 occupancy of Buyer in materially the same condition as of the date of acceptance of this Offer, except for ordinary wear and tear. If, prior
116 to closing, the Property is damaged in an amount of not more than five percent (5%) of the selling price, Seller shall be obligated to repair
117 the Property and restore it to the same condition that it was on the day of this Offer. If the damage shall exceed such sum, Seller shall
118 promptly notify Buyer in writing of the damage and this Offer may be canceled at option of Buyer. Should Buyer elect to carry out this
119 Offer despite such damage, Buyer shall be entitled to the insurance proceeds relating to the damage to the Property, plus a credit towards
120 the purchase price equal to the amount of Seller's deductible on such policy. However, if this sale is financed by a land contract or a
121 mortgage to Seller, the insurance proceeds shall be held in trust for the sole purpose of restoring the Property.

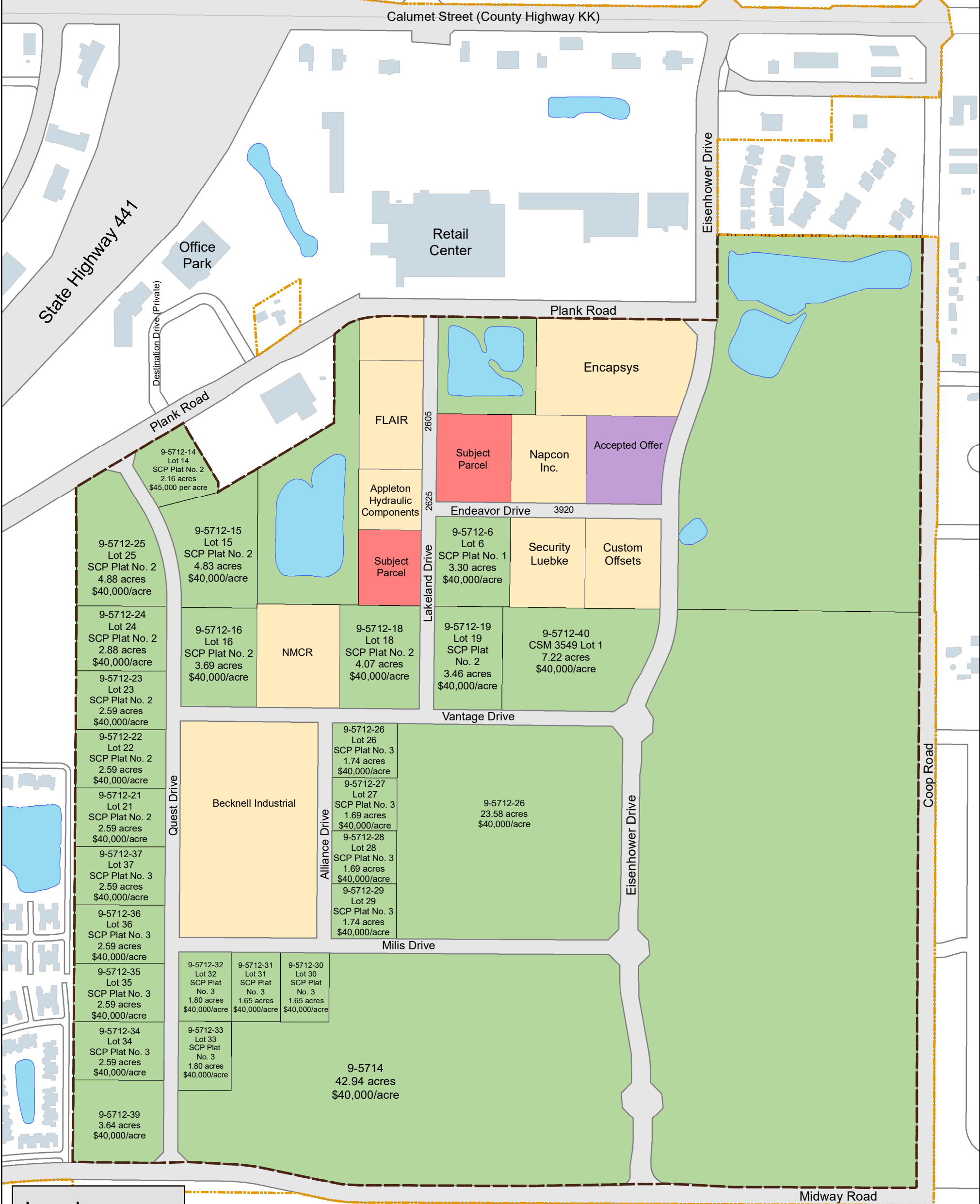
122 ■ **FENCES:** Wisconsin Statutes section 90.03 requires the owners of adjoining properties to keep and maintain legal fences in equal
123 shares where one or both of the properties is used and occupied for farming or grazing purposes. **CAUTION: Consider an agreement**
124 **addressing responsibility for fences if Property or adjoining land is used and occupied for farming or grazing purposes.**

125 ■ **DELIVERY/RECEIPT:** Unless otherwise stated in this Offer, any signed document transmitted by facsimile machine (fax) shall be treated
126 in all manner and respects as an original document and the signature of any Party upon a document transmitted by fax shall be considered
127 an original signature. Personal delivery to, or actual receipt by, any named Buyer or Seller constitutes personal delivery to, or actual receipt
128 by Buyer or Seller. Once received, a notice cannot be withdrawn by the Party delivering the notice without the consent of the Party receiving
129 the notice. A Party may not unilaterally reinstate a contingency after a notice of a contingency waiver has been received by the other Party.

130 **The delivery provisions in this Offer may be modified when appropriate (e.g., when mail delivery is not desirable (see lines 25 - 36)).**

131 Buyer and Seller authorize the agents of Buyer and Seller to distribute copies of the Offer to Buyer's lender, appraisers, title insurance companies
132 and any other settlement service providers for the transaction as defined by the Real Estate Settlement Procedures Act (RESPA).

Southpoint Commerce Park Appleton, Wisconsin



Legend

- For Sale (City Owned)
- Accepted Offer
- Privately Owned Parcels
- Subject Parcels
- City Limits
- Park Boundary

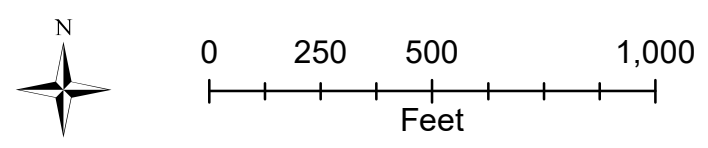


Exhibit B Deed Restrictions

S O U T H  P O I N T

C O M M E R C E P A R K

Appleton's Newest Business Opportunity

DECLARATION OF COVENANTS AND RESTRICTIONS

APPLICABLE TO ALL PROPERTIES SOLD IN
SOUTHPOINT COMMERCE PARK PLATS NO. 1, 2 & 3

This conveyance is made subject to the following conditions, covenants, and understandings, which shall be binding upon the vendee and his/her heirs, successors, and assigns:

1. ***Setbacks:***

- A. *Front Yard:* No building shall be constructed on the site nearer than forty (40) feet of the right-of-way of any public street. In the case of corner lots, both forty (40) foot setbacks will apply.
- B. *Side and Rear Yards:* Minimum side and rear yards shall be twenty-five (25) feet.

2. ***Land Use:***

Restrictions on Use. The Restricted Parcel shall be developed and used solely for the following purpose and for no other purpose:

- 1. Manufacturing;
- 2. Research, development and testing laboratories;
- 3. Wholesaling, warehousing and distribution;
- 4. Office operations only if they are an integral part of and a necessary adjunct to a permitted use;
- 5. Retail sales of products manufactured on site and clearly an accessory use to the primary use of the site and provided on premises sales are limited in floor area to no more than (10) percent of the total gross floor area occupied by the permitted or special use;
- 6. Other land uses may be considered for approval by the Community Development Committee if a determination is made that the project fits the development objectives of the City.

3. *Nuisance Factors and Hazards*

- A. In order to protect the interests of all Tenants, no operation shall be conducted which emits offensive or objectionable noise, vibration, smoke, odors, dust, or gases. Precautions should be taken in all research and other approved operations for radiation, radioactivity, fire, and explosion hazards.
- B. No fuel or chemical in-ground or outdoor storage shall be allowed in the Park.

4. *Building Standards*

- A. Any building erected shall be at least 7,500 square feet in area and have a gross floor area equal to at least 10 percent of the land area.
- B. The maximum ratio of building area (footprint) to total parcel size shall in no event exceed forty (40) percent, exclusive of parking and loading areas. The building footprint, all parking, driveways, and loading areas, when combined, may not exceed seventy (70) percent of the total Parcel size.
- C. Buildings shall be designed by an Architect or Engineer. Complete architectural design must be given to all façades of all buildings with all sides and rear elevations being given architectural treatment compatible with the front elevation of the building.
- D. This Industrial Park encourages a variety of architectural styles. However, it is intended that a basic harmony of architecture prevail among the buildings so that no one structure detract from the attractiveness of the overall development.
- E. The front elevation of the building, any elevation facing a street, and externally visible opaque surfaces shall be a minimum of 75% of materials 1-5 (provided, however, that such list shall not be deemed to exclude the use of other accent or exterior trim materials, glass and glazing, and earth berms). The side and rear building elevations that do not face any street shall be a minimum of 25% of materials (1-5). Exception to this requirement would be limited to (1) expandable building side with prior approval from the Site Plan Review Committee.
 - 1. Brick;
 - 2. Architectural precast concrete panels (surface finish to be painted, stained, or exposed aggregate). When using concrete panels as an exterior surface the architect should be careful to avoid a monolithic or monotonous appearance and the use of various textures, colors and accents will be encouraged.
 - 3. Decorative face concrete block. When using decorative face concrete block as an exterior surface the architect should be careful to avoid a monolithic or monotonous appearance and the use of different types and textures (split face, fluted, scored or striated) to provide variety and relief will be encouraged.

4. Cut stone;
5. Exterior insulation and finish systems (EFIS);
6. Metal panels may be used only in combination with one of the approved materials. Any metal siding proposed for use shall be entirely coated with a color fast, abrasion and corrosion resistant, long life (minimum of 20 years) finish that is resistant to chemicals, withstands temperature extremes, and has a low permeability. Any material utilized to attach the metal siding to the building shall be concealed or the utilization of shadow panels or semi-concealed fastener panels with fasteners painted to match the panels shall be required.
7. Other building materials being developed and to be developed by the construction industry. The use of such materials will be reviewed by the Site Plan Review Committee on a case-by-case basis.

- F. Building materials will be selected for their ability to present a visual statement of a building or structure's strength, attractiveness, and permanence. The building materials used shall be harmonious with the natural environment and with the general character of other buildings and structures in the Park.
- G. Metal trim materials may be used when in keeping with the architectural and aesthetic character of the building or structure.
- H. The Community Development Committee will approve ancillary structures. Approval may be granted only if such structures are necessary to the principal use of the building site, are in architectural and aesthetic conformance with other buildings or structures on the site, are properly screened, meet all requirements of these covenants and are otherwise satisfactory to the Community Development Committee at its sole discretion.

5. ***Landscaping:***

- A. ***Landscape Plan:*** The landscaping upon any building site or lot shall be carried out in accordance with a detailed landscaping plan, which has been reviewed and approved in writing by the City's Site Plan Review Committee. The landscape plan shall include, but not be limited to, plant location, common and botanical names of plant material, planting size, root condition, and quantity of all plant material. The plan shall show all ground cover and mulch areas, landscape and construction materials, and construction details.
- B. ***Landscaping Methods:*** Landscaping may include grading, earth berms, seeding, sodding, raised planters, architectural decorative walls or fencing, trees and shrubs, ground cover and other landscape materials including permanent sprinkler systems, fountains, storm run-off retention ponds, reflective ponds, and landscape lighting.

- C. *Plant Material*: Selected plant material should provide for a variety of shade trees, evergreen trees, and shrubs, ornamental trees and shrubs and ground covers. Plant material selection shall take into consideration the following:
1. Disease and insect resistance;
 2. Hardiness to the area;
 3. The ability to provide seasonal interest;
 4. Future maintenance considerations;
 5. Ability of plant material to accomplish its intended purpose in each placement.
- D. *Time for Completion*: All landscaping shall be completed within ninety (90) days following occupancy, or as soon thereafter as weather will allow if such period occurs within winter months.
- E. *Maintenance*: The owner shall be responsible for maintaining all landscaping as approved on the original plan for his site. Any variation or changes to the landscape plan must be reviewed and approved in writing by the Community Development Department. Landscaped areas, materials, fixtures, and improvements shall be maintained by the owner of the building site, or by such owner's long-term lessee(s) in good condition at all times. Such maintenance shall include watering, mowing, trimming, pruning, spraying, fertilizing, repairing, replacement of dead plantings, planting, transplanting, dusting, treating, and other common landscape maintenance activities necessary to keep the building site landscaping in a healthy state of growth and visually attractive in appearance.

If the owner or the owner's assigns fail to maintain the landscaping and site per the approved landscaping plan in this section, the City of Appleton or its Agent may seek an inspection warrant to enter the site and conduct such maintenance and to seek full reimbursement.

6. *Utility Controls*

All utilities lines shall be located underground where feasible except for high voltage lines. In the event high voltage lines are required, rear locations nearest and parallel with rear lot lines shall be encouraged.

7. *Parking, Loading*

Off-street parking and loading areas shall be provided on each building site and shall be of sufficient size to accommodate all planned or anticipated parking and loading needs of all site occupants and visitors and comply with the City's Zoning Ordinance regarding parking standards.

1. All truck maneuvering must be confined within the boundaries of the property.
2. All parking, driveways, and loading areas shall be paved.
3. Parking shall be permitted within the minimum front yard setback area; however, it shall be located no closer than fifteen (15) feet to the public right-of-way line. Parking shall be setback a minimum of 6' from the side property line.

Truck loading and receiving areas shall occur in the rear of any buildings or structures on any Lot. Truck loading and receiving areas shall be permitted on the side of such building if sufficient visual screening is installed to screen the dock area from the street.

Truck loading and receiving is normally not permitted in the front of such building unless dictated by the site conditions and only if fully screened from the street. In that event, the Community Development Committee shall review and approve the location of the loading dock. The Community Development Committee may assign this review of plans to the Community Development Department.

8. ***Outdoor Storage:***

No outside storage of any kind shall be permitted unless such stored materials are visually screened from all streets and adjoining properties with a suitable fence, vegetation, berm, or combination thereof approved by the Site Plan Review Committee. Screening shall be attractive in appearance and in keeping with the architectural quality of the main structure. Said storage shall be limited to behind the front line of the building on the property, and within the building setback lines. All refuse containers must be enclosed by a fence of solid material such as will provide a suitable visual screen. No waste material or refuse may be dumped or permitted to remain on any part of the property outside of the buildings. All storage areas shall be paved.

9. ***Roof Mounted Equipment:***

Roof mounted equipment shall be so located and/or screened, and painted to minimize visibility from the street and adjacent owners.

10. ***Signs:***

Identification signs shall be permitted to promote only the name and/or trademark of the owner or tenant of the parcel on which the sign is placed. The signs shall not advertise business services. Signs, lighting, etc., are to be indicated on the final site plan submitted to the Site Plan Review Committee for review.

1. Ground signs must be set back a minimum of 10 feet from the right-of-way line and must be of a low profile design subject to approval by the Committee.
2. Signs may not be of unusual size or shape when compared to the improvements situated on the site on which the sign is located.

3. Signs may not be installed above the roofline of a building.
4. Pole signs are prohibited.
5. Signs may not contain or utilize any flashing, blinking, intermittent or moving light as source of illumination.
6. No signs shall be located in or painted on any window.
7. Building signs must comply with the City Sign Code.

11. ***Maintenance Responsibilities:***

- A. Each owner shall keep its property, all contiguous street right-of-way to the edge of the pavement, and all drainage and easement areas in a well -maintained, safe, clean, and attractive condition at all times. Such maintenance includes, but is not limited to the following:
 1. The removal of all litter, trash, refuse, and wastes;
 2. Compliance with the City's noxious weed control ordinance, including the mowing of all grass areas to a height not over 4";
 3. The maintenance of exterior lighting, signs, and mechanical facilities;
 4. The keeping of all exterior building surfaces in a cleaned, well-maintained condition;
 5. The maintenance of all drainage ways including the removal of all debris, weeds, and silt.
- B. The owner of any undeveloped lands shall maintain said lands free of rubbish, noxious weeds, and mosquito breeding pond conditions.

12. ***Site Plan Review:***

Before commencing the construction or alterations of any buildings, additions, enclosures, fences, loading docks, parking facilities, storage yards, or any other structures or permanent improvements on or to the real estate conveyed hereby, the owner shall first submit its building plans, specifications, site and landscape plans, elevations of all sides of the building, samples of materials proposed for all external surfaces including colors and textures, and an artist's rendering of the project or a scale model to the Site Plan Review Committee in accordance with Section 23-171 of the City Zoning Code. Renderings should show adjacent buildings, landscaping, screening, signs etc.

13. ***Repurchase Rights:***

Failure to Build: In the event the owner of land purchased from the City of Appleton does not commence construction of a building within one (1) year after the date of purchase, the City has the option to repurchase said property. The City shall pay the following repurchase price: the sum of the original purchase price and all special assessments which may have been paid by the buyer or levied against the property after the date of purchase minus the sum of any unpaid property taxes, pro-ration of the current years property taxes to date of closing, title insurance policy premium, real estate commission paid at time of original closing, and any liens and encumbrances on the property of a definite or ascertainable amount. Further, repurchase price shall be adjusted by the amount equal to the amount of an option fee for that year had the property been under option between the City and the Buyer. Conveyance shall be by warranty deed.

Resale of Vacant Land: In the event the owner of land purchased from the City of Appleton elects to sell any portion thereof, which is vacant, the property shall first be offered, in writing, to the City of Appleton. The City of Appleton shall have sixty (60) days from date of receipt of such offer to accept or reject repurchase of the property unless an extension of time may be mutually agreed upon and set forth in writing. The purchase price shall be computed as in the paragraph above (Failure to Build). Conveyance shall be by warranty deed. The seller shall furnish a title insurance policy at the seller's expense. In the event the City does not elect to repurchase the property, the owner may sell the land, but these Declarations of Covenants and Restrictions shall run with the land and be binding on the subsequent owner.

14. ***Subdivision of Lots:***

After a lot has been purchased, such lot shall not be further subdivided without the written consent of the Community Development Committee. No owner may sell, lease or rent less than all of the lot without the prior written consent of the Community Development Committee. The Community Development Committee may delegate this approval authority to the Community Development Department. The foregoing prohibition shall not apply to occupancy leases of space in a building made in the ordinary course of business.

15. ***Waiver of Notice:***

All land sold before major assessable improvements are completed in the business park site shall be subject to the purchaser's waiving notice of assessments and hearings, and such waiver shall be part of the negotiations.

16. ***Variations:***

Notwithstanding anything contained herein to the contrary, the City of Appleton expressly reserves the right at any time to authorize in writing variations from the strict applications of these covenants and restrictions, or any one or more of them, where the circumstances, in its sole

and exclusive judgment, justifies the granting of same.

17. ***Enforcement:***

The Community Development Committee has the responsibility to ensure compliance with the covenants and restrictions through any and all lawful means. In the event that the owner fails to perform in accordance with these covenants and restrictions, the Common Council, upon recommendation of the Community Development Committee, may take whatever corrective measures it deems appropriate and assess the cost thereof against the property in the same manner as a special charge. The Common Council shall give at least thirty (30) days notice to the vendee of any violation and the steps required to correct it prior to taking any action to cure such violation.

18. ***Invalidation:***

The invalidation of any one of the covenants or restrictions herein set forth or the failure to enforce any of said covenants and restrictions at the time of its violation shall in no way affect any of the other covenants or restrictions nor be deemed a waiver of the right to enforce the same thereafter.

19. ***Term:***

Each lot shall be conveyed subject to the covenants and restrictions set forth herein, all of which are to run with the land and shall be binding on all parties and all persons claiming them for a period of thirty (30) years from the date of this Declaration of Covenants and Restrictions is recorded, after which time said covenants and restrictions as are then in force and effect shall be automatically renewed for successive periods of ten (10) years each, unless an instrument terminating such covenants and restrictions is recorded with the Outagamie County Register of Deeds by the Common Council as evidenced by a resolution duly adopted by a majority of all members of the Common Council.

Southpoint Commerce Park Appleton, Wisconsin

Calumet Street (County Highway KK)

Slate Highway 441

Destination Drive (Private)

Office Park

Retail Center

Eisenhower Drive

Legend

- For Sale
- Office
- Offer
- Sold
- Industrial Park Boundary
- Ponds
- City Limits

Plank Road (County Highway AP)

9-5700-6
Time Warner Cable
Technical Operations Center

9-5712-1
Mike Roberts

9-5712-2
Lot 2
SCP Plat No. 1
1.44 acres
\$40,000/acre

9-5712-12
Lot 12
SCP Plat No. 1
3.60 acres
Office Use
\$45,000/acre

9-5712-13
Mike Roberts
RPG 4

9-5712-3
Flair
Flexible
Packaging

9-5712-11
Lot 11
SCP Plat No. 1
3.25 acres
\$40,000/acre

9-5712-10
Arrow Moving
Systems, Inc

9-5712-9
Lot 9
SCP Plat No. 1
3.28 acres
Office Use
\$45,000/acre

9-5712-4
Appleton
Hydraulic
Components

9-5712-6
Lot 6
SCP Plat No. 1
3.30 acres
\$40,000/acre

9-5712-7
Lot 7
SCP Plat No. 1
3.30 acres
\$40,000/acre

9-5712-8
Lot 8
SCP Plat No. 1
3.34 acres
\$45,000/acre

9-5712-5
Lot 5
SCP Plat No. 1
2.32 acres
\$40,000/acre

9-5712-19
Lot 19
SCP Plat
No. 2
3.46 acres
\$40,000/acre

9-5712-25
Lot 25
SCP Plat No. 2
4.88 acres
\$40,000/acre

9-5712-15
Lot 15
SCP Plat No. 2
4.83 acres
\$40,000/acre

9-5712-16
Lot 16
SCP Plat No. 2
3.69 acres
\$40,000/acre

9-5712-17
Lot 17
SCP Plat No. 2
4.21 acres
\$40,000/acre

9-5712-18
Lot 18
SCP Plat No. 2
4.07 acres
\$40,000/acre

9-5712-24
Lot 24
SCP Plat No. 2
2.88 acres
\$40,000/acre

9-5712-23
Lot 23
SCP Plat No. 2
2.59 acres
\$40,000/acre

9-5712-22
Lot 22
SCP Plat No. 2
2.59 acres
\$40,000/acre

9-5712-21
Lot 21
SCP Plat No. 2
2.59 acres
\$40,000/acre

9-5712-20
Lot 20
SCP Plat No. 2
14.60 acres
\$40,000/acre

9-5712-26
Lot 26
SCP Plat
No. 3
1.74 acres
\$40,000/acre

9-5712-27
Lot 27
SCP Plat
No. 3
1.69 acres
\$40,000/acre

9-5712-28
Lot 28
SCP Plat
No. 3
1.69 acres
\$40,000/acre

9-5712-29
Lot 29
SCP Plat
No. 3
1.74 acres
\$40,000/acre

9-5712-37
Lot 37
SCP Plat No. 3
2.59 acres
\$40,000/acre

9-5712-36
Lot 36
SCP Plat No. 3
2.59 acres
\$40,000/acre

9-5712-35
Lot 35
SCP Plat No. 3
2.59 acres
\$40,000/acre

9-5712-34
Lot 34
SCP Plat No. 3
2.59 acres
\$40,000/acre

9-5712-32
Lot 32
SCP Plat
No. 3
1.80 acres
\$40,000/acre

9-5712-31
Lot 31
SCP Plat
No. 3
1.65 acres
\$40,000/acre

9-5712-30
Lot 30
SCP Plat
No. 3
1.65 acres
\$40,000/acre

9-5712-33
Lot 33
SCP Plat
No. 3
1.80 acres
\$40,000/acre

9-5712-32
Lot 32
SCP Plat
No. 3
1.80 acres
\$40,000/acre

9-5712-31
Lot 31
SCP Plat
No. 3
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9-5712-36
Lot 36
SCP Plat No. 3
2.59 acres
\$40,000/acre

9-5712-35
Lot 35
SCP Plat No. 3
2.59 acres
\$40,000/acre

9-5712-34
Lot 34
SCP Plat No. 3
2.59 acres
\$40,000/acre

9-5712-33
Lot 33
SCP Plat
No. 3
1.80 acres
\$40,000/acre

9-5712-32
Lot 32
SCP Plat
No. 3
1.80 acres
\$40,000/acre

9-5712-31
Lot 31
SCP Plat
No. 3
1.65 acres
\$40,000/acre

9-5712-30
Lot 30
SCP Plat
No. 3
1.65 acres
\$40,000/acre

9-5712-37
Lot 37
SCP Plat No. 3
2.59 acres
\$40,000/acre

9-5712-36
Lot 36
SCP Plat No. 3
2.59 acres
\$40,000/acre

9-5712-35
Lot 35
SCP Plat No. 3
2.59 acres
\$40,000/acre

9-5712-34
Lot 34
SCP Plat No. 3
2.59 acres
\$40,000/acre

9-5712-33
Lot 33
SCP Plat
No. 3
1.80 acres
\$40,000/acre

9-5712-32
Lot 32
SCP Plat
No. 3
1.80 acres
\$40,000/acre

9-5712-31
Lot 31
SCP Plat
No. 3
1.65 acres
\$40,000/acre

9-5712-30
Lot 30
SCP Plat
No. 3
1.65 acres
\$40,000/acre

Vantage Drive

Quest Drive

Alliance Drive

Milis Drive

Eisenhower Drive

Coop Road

Officially Mapped Midway Road

Midway Road



Department of Public Works – Engineering Division

MEMO

TO: Utilities Committee

FROM: Ross Buetow, Deputy Director of Public Works, Engineering
Pete Neuberger, Staff Engineer

DATE: June 6th, 2019

RE: Amend 2019H Wetlands Delineation Contract with NES by an amount not to exceed \$2,200.

The Department of Public Works requests approval to amend the 2019H Wetlands Delineation Contract with NES by an amount not to exceed \$2,200. If the amendment is approved, the total contract amount will increase to \$32,200.

The Department of Public Works is interested in preparing an offer to purchase property in the City of Appleton but wishes the offer to be conditional based on the results of a wetland investigation on the subject property. The proposed amendment would allow DPW to obtain the necessary wetland delineation report.



VINTON CONSTRUCTION COMPANY...Road Contractors

An Equal Opportunity Employer
2705 N. Rapids Road
PO Box 1987
Manitowoc, Wisconsin 54221-1987
Office 920-682-0375 Fax 920-682-2838

June 3, 2019

Kurt Eggebrecht
Heath Officer
City of Appleton Health Department
100 N. Appleton Street
Appleton, WI 54911

RE: Request for Noise Variance
Calumet St. Pavement Repair Project

The purpose of this letter is to request a noise variance for the CTH KK pavement repair project for work that will be completed on CTH KK/Calumet St from Tellulah St to Kensington Dr. that will take place between June 17, 2019 through August 17, 2019. The variance is requested from 6 pm to 7am for the above-mentioned project location.

Due to the high traffic volumes within this corridor and to reduce impacts to the traveling public, the project has outlined certain areas of concrete repair to happen during off peak travel times. These areas are to mainly include the concrete repair located within/near the intersections Telulah Ave, Schaefer St, John/Driftwood, Lake Park and the Kensington Dr & CTH KK.

The equipment that will be used during the night work operations that may cause noise would include but not limited to concrete saws, dump trucks, ready mix trucks and backhoes.

Please review this request and let me know if you have any questions/concerns.

Sincerely,

Josh Brzezinski
Vinton Construction Co.
920-973-8946



DEPARTMENT OF PUBLIC WORKS
Engineering Division
100 North Appleton Street
Appleton, WI 54911
TEL (920) 832-6474
FAX (920) 832-6489

May 28, 2019

Health Officer
City of Appleton Health Department
100 N. Appleton Street
Appleton, WI 54911

RE: Request for Noise Variance
Unit O-19 Sanitary Sewer CIPP Liner

Dear Mr. Eggebrecht:

This letter is to request a noise variance for an upcoming Department of Public Works project in the City of Appleton. The project will consist of installing a cured-in-place pipe (CIPP), in the sanitary and storm sewer system, and take place on the following streets and/or easements:

1. Fremont St. – East St. to Harmon St.
2. Fremont St. – 665' w/o Kernan Av. to Kernan Av.
3. Vulcan St. – North Island St. to South Island St.
4. College Av. – 54' e/o Kensington Dr. to Kensington Dr.
5. Marquette St. – 220' e/o Ulman St. to 200' w/o Alexander St.
6. Perkins St. – at Railroad
7. Summit St. – Winnebago St. to Commercial St.
8. Wisconsin Av. – Wisconsin Ct. to 60' w/o Jardin Ct.
9. Arbutus Park – 37' n/o Packard St. to Packard St.
10. Lawe St. – n/o Fox River Bridge to Fox River
11. Lawe St. – Catch Basin to Main

Plans for this project will go out for bid June 3, 2019 with a bid opening on June 17, 2019. The contractor will be given a duration of June through December of 2019 to complete the project.

Depending on the size and length of the pipe, the CIPP process can impact the sewer service to a business or resident from 8 to 24 hours for this project. The residents may hear sounds, intermittent throughout the project, related to heavy equipment such as a crane, boilers, air compressor, truck traffic and deliveries of materials. When installation of the CIPP is taking place, the boilers may run constant through the night.

There is an odor that is emitted in this CIPP process. The odor is from styrene, which is a component of the resin that cures the line. Styrene has a very distinct odor, for example, like the smell of latexes, paint or polyester resins. The City has been using this method of CIPP for many years, so I do not anticipate any problems from the odor.

The residents will be notified of the project by a courtesy notice from the City and we will also require the contractor to send a notice out one week prior to the liner installation. Additional communication from the contractor will be made to the residents where sewer interruptions will occur.

Thank you and please do not hesitate to call me at 920.832.5915 if you have any questions.

Sincerely,

Chad M. Weyenberg, P.E.
Project Engineer

c: Project File

May 6, 2019

To: Kurt Eggebrecht
From: Appleton Downtown Inc.

Mr. Eggebrecht,

Please accept this letter of request for a variance from the noise ordinance for amplified programming in Houdini Plaza, during **Lunchtime Live & Heid Summer Concert** events, when we host live music, on the following Thursdays, between the hours of 11 a.m. and 1 p.m. for Lunchtime, and 5 p.m. to 10 p.m, during Heid Summer Concerts. The music is being offered to add additional free programming to those coming to downtown.

May 30

June 6, 13, 20 and 27

July 11, 18 and 25 (no concert on July 4)

August 1*, 8, 15, 22 and 29

(note, the August 1st date is coinciding with Mile of Music and is requesting a noise variance of 11 p.m.)

Appleton Downtown Inc. and Creative Downtown Appleton Inc., will be responsible for both programming and supervision of Houdini Plaza, at all times.

If you have any questions or concerns, please do not hesitate to call or email me.

Thank you,



Djuanna Hugdahl
Event Coordinator
Appleton Downtown Inc.

May 6, 2019

To: Kurt Eggebrecht
From: Appleton Downtown Inc.

Mr. Eggebrecht,

Please accept this letter of request for a variance from the noise ordinance for amplified programming in Houdini Plaza, during **Art on the Town** events, when we host live music, on the following Friday nights, between the hours of 5 p.m. and 8 p.m. The music is being offered to add additional free programming to those participating in and at the event.

May 17
June 21
July 19
August 16
September 20

Appleton Downtown Inc. and Creative Downtown Appleton Inc., will be responsible for both programming and supervision of Houdini Plaza, at all times.

If you have any questions or concerns, please do not hesitate to call or email me.

Thank you,



Djuanna Hugdahl
Event Coordinator
Appleton Downtown Inc.

Melissa L. Suttner

From: Kurt Eggebrecht
Sent: Wednesday, June 05, 2019 2:31 PM
To: Melissa L. Suttner
Subject: FW: Mile of Music Noise Variance
Attachments: Noise Variance 2.0 2019 .pdf

For BOH agenda.
Thanks,
Kurt

From: Dana Vanevenhoven [mailto:dana@willemsmarketing.com]
Sent: Wednesday, June 05, 2019 12:55 PM
To: Kurt Eggebrecht <kurt.eggebrecht@appleton.org>
Subject: Re: Mile of Music Noise Variance

Good afternoon Kurt,
The music time for Washington Square on Thursday is now 6:00 p.m. – 9:20 p.m. and I have it highlighted in the attached copy. Sorry for the inconvenience.
I will not be attending the meeting, but I will bring it up to the team to see if anyone is available to be there. Thanks for letting me know!
If you have any questions, please let me know.

Have a great day,
Dana

Dana Vanevenhoven
Operations Director
Mile of Music Festival
(920) 810-2674
dana@willemsmarketing.com

From: Kurt Eggebrecht <kurt.eggebrecht@appleton.org>
Date: Monday, June 3, 2019 at 3:48 PM
To: Dana Vanevenhoven <dana@willemsmarketing.com>
Cc: "Melissa L. Suttner" <Melissa.Suttner@Appleton.org>
Subject: RE: Mile of Music Noise Variance

Thanks for your email. I will place this on the next Board of Health agenda to be held June 12th at 7 a.m. in room 6A of the City Center located at 100 N. Appleton Street.

Although not a requirement, it is helpful if you or your designee could attend this meeting, in the event the Board has questions.

Do you plan to attend?

Thanks,
Kurt

Kurt Eggebrecht
Health Officer
Appleton Health Department
920-832-6429
www.appleton.org



From: Dana Vanevenhoven [<mailto:dana@willemsmarketing.com>]
Sent: Monday, June 03, 2019 3:12 PM
To: Kurt Eggebrecht <kurt.eggebrecht@appleton.org>
Subject: Mile of Music Noise Variance

Hi Kurt,
Hope all is well with you this beautiful Monday! I'm attaching the updated noise variance letter for your meeting this week. If you have any questions, please let me know. And, if anything "out of the ordinary" comes up, please share.

Thank you so much,
Dana

Dana Vanevenhoven
Operations Director
Mile of Music Festival
(920) 810-2674
dana@willemsmarketing.com

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Noise Variance Summary

June 1, 2019



Hello, Kurt,

Here's the rundown for the Mile of Music Festival indoor/outdoor venues and special info for sound variance and noise approval. Thank you, as always, for your assistance.

Quick notes: Much of the Mile 7 event will be similar to last year's event, with only a few changes. As always, we are giving you all the details so that you have more info than less.

We are again requesting a variance until 11 p.m. for the outside music.

Here is a quick overview of our venue situation for Mile of Music this year which runs from August 1 through 4. These may not be exact times, but they will be very close. Again, this year the vast majority of the 850-900 live music sets will occur indoors at venues along College Avenue and the Riverfront/Flats. There will be about 70 active live music venues in all, mostly indoors, as noted within this document.

For outdoor venues, we are requesting approval until 11 p.m. for August 1-4. We anticipate Sunday going no later than 10 p.m. at a couple of the outdoor venues, perhaps only Spats (the other would be Emmett's). On Tuesday, July 31, prior to the Festival, Fox Communities Credit Union and Tundraland are planning the annual Sponsor Party/Concert. This year's event will be at The Red Lion. (They will not go past 9 p.m. outside.) Monday, August 5, we hope to do a bonus show for the hospitality workers that would not go past 9 p.m. for music. TBD

Here is the full listing of venues:

OUTDOOR VENUES/LIVE MUSIC - Full Bands - Thursday, Aug. 1 through Sunday, Aug. 4 - Start times no earlier than 10 a.m. with ending times no later than 11 p.m.

Jones Park Main Stage. Will have music on Friday, Aug 1 from 12:35 p.m. - 10:45 p.m. and Saturday, Aug 2 from 1:05 p.m. - 11:00 p.m.

Houdini Plaza Main Stage. Thursday, Aug 1 -Music Education will be from 1:00 p.m. to 1:50 p.m. The usual ADI event on Thursday night (our bands, their event) from 5:30 to approximately 10:05 p.m. Friday, Aug 2 from 2:05 p.m. – 11:00 p.m. Saturday, Aug 3 from 2:05 p.m. – 10:45 pm. Sunday, Aug 4 from 12:50 p.m. – 4:10 p.m.

Washington Square Stage. This stage is back for a third year after being very popular. Music will start on Thursday, Aug 1 from 6:00 p.m. – 9:20 p.m. Friday, Aug 2 from 12:40 p.m. – 10:35 p.m. Saturday, Aug 3 from 1:00 p.m. -10:55 p.m. We would like to include Sunday in the variance request, but do not plan to have music at this time.

Fox River House will have music on Thursday through Sunday afternoon/early evening. The music will not go past 11:00 p.m. Fox River House may have a bonus concert on the evening of Wednesday, July 31 as well.

D2's Patio will have music on Thursday, Friday and Saturday afternoons and evenings, and Sunday afternoon. Typically, music at D2 is from 11:00 a.m. until approximately 11:00 p.m.

Spats Parking Lot will have music Thursday through Saturday evenings until 11:00 p.m., and Sunday evening until 10:00 p.m., and will not go past the time approved/allowed. A bonus show for hospitality workers is again planned till about 9:00 p.m. on Monday, Aug. 5 -**TBD**

McFleshman's Outdoor Stage will have music on Thursday 7:00 p.m. – 11:00 p.m., Friday 6:00 p.m. – 11:00 p.m., Saturday 5:00 p.m.-11:00 p.m., and Sunday afternoon from 2:00 p.m. – 5:00 p.m. Music will not go past the approved/allowed deadline.

Emmett's Parking Lot, sound will be toward the Walgreen's store and not toward the houses in the back. They may have the larger truck stage again or one of the Mile of Music previous main stages. They will not go past 11:00 p.m. If it rains, they will move their shows inside.

The Alley Project at the History Museum, an outdoor venue located in the back alley of the history museum. Music is expected Friday from 1:25 p.m. – 11:00 p.m., and Saturday from 2:40 p.m. – 11:00 p.m. They are aware of the city ordinances as to when they need to be wrapped up with music and will not go past the deadline. Sound will be directed away from the museum.

Lake Ormsby/Ormsby Hall. This year, there is a possibility of a Tiny House concert stage. The music will play into the campus from just off Drew Street, scheduling would likely be from noon to 10:00 p.m. on Friday and Saturday, with Sunday afternoon a possibility.

Red Lion - Paper Valley Courtyard will have music Wednesday through Sunday as well, with it being finished by 9:30 p.m. each night.

Riverside Pub in The Flats, has full bands on its patio Thursday through Saturday until 11:00 p.m. and Sunday until 5:00 p.m.

OUTDOOR VENUES/LIVE MUSIC - Acoustic (non-drumset) - Thursday, Aug. 1 through Sunday, Aug. 4 - Start times no earlier than 10 a.m. with Ending Times no later than 11 p.m.

Bazil's will have limited music on its patio (The Bazio) Thursday through Sunday as part of the Fest.

Green Gecko will have music on its patio Friday and Saturday.

Rookie's has music on its patio Thursday through Sunday as well, no later than 11:00 p.m.

Mondo Wine Bar Outdoor Patio will have pop-ups and music education no later than 11:00 pm.

Tundraland Singing in the Shower will be located at the Red Lion outside the hotel main entrance, as it was last year. Hours of operation are approximately 10:00 a.m. - 10:00 p.m.

The Creative Parklet (next to 222 Building) may have music. If so, mostly in the afternoons and early evening with the possibility of some pop-up performances from Thursday through Sunday.

The History Museum at the Castle Front Lawn will have music education events happening from time to time, but only during the day.

Music Education events also will occur in The Grove, next to Taste of Thai, the Lawrence Conservatory Green (Next to Chapel), Houdini Plaza, and the Thrivent Plaza behind the PAC - all during the day.

The Mile of Music Bus will again make its 20-minute route through downtown Thursday-Saturday. It will run from the PAC and then over to the Chapel, then back to the PAC. Mostly on College Avenue. Though the windows are out, the volume outside the bus as it passes is not terribly loud. It's mostly a fun novelty for the folks on the bus. Bus runs from 1 p.m. to 10 p.m. Route may shorten due to construction, but the main route *relatively* remains the same.

INDOOR VENUES/LIVE MUSIC - FULL BANDS - Thursday, Aug. 1 through Sunday, Aug. 4 - Start Times no earlier than 11 a.m. and End Times between Midnight and 1 a.m. on Thursday, Friday and Saturday; Will be approximately Noon to 7 p.m. on Sunday at the various venues.

Radisson Grand Ballroom

OuterEdge Stage

Lawrence Stansbury Theater (backup location)

Bad Badger

Chadwick's

Gibson Music Hall

Stone Arch Tap Room

The Bar on the Ave

Mill Creek

Déjà Vu Martini Lounge

Appleton Beer Factory

INDOOR VENUES/LIVE MUSIC - ACOUSTIC - Thursday, Aug. 1 through Sunday, August 4 - Start Times no earlier than 10 a.m. and End Times between Midnight and 1 a.m. on Friday and Saturday; Will end earlier on Thursday night, mostly by 11 p.m.; Will be approximately Noon to 7 p.m. on Sunday at the various venues

(Venues with Singer-Songwriters, Duos, Trios)

Lawrence Memorial Chapel

City Center Plaza Atrium

Copper Rock Coffee Company

McGuinness Irish Pub

Jim's Place

Dr. Jekyll's

The Ambassador

Wooden Nickel

Bad Badger

Lou's Brew

Heid Music Store

Speakeasy Ultra Lounge

Cozy Corner, Pop-Up location

Jack's Apple Pub

OB's Brau Haus

Good Company

Red Lion Paper Valley Hotel Lobby

McFleshman's

Union Jack

Mondo Wine Bar

We may do some short pop-ups throughout the Festival footprint, but nothing after mid-evening (as in 8 or 9 p.m.). Thank you!

Dana

Dana Vanevenhoven

Mile of Music

120 N. Morrison St., Suite 200

Appleton, WI 54911 (920) 810-2674

dana@willemsmarketing.com



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

Appleton Health Department
100 North Appleton Street
Appleton, WI 54911-4799
(920) 832-6429 (920) 832-5853 Fax

RECEIVED MAY 21 2019

May 15, 2019

NORWEST BANK WISCONSIN
PO BOX 2609
CARLSBAD CA 92018

100429

You are being notified because a neighboring business has applied for an Apiary (beekeeping) permit within 200 feet of your property located at 118 S State Street. The applicant plans to keep a beehive on the rooftop at 115 S State Street, Appleton, WI 54911. The City's beekeeping requirements include a provision of neighborhood approval. It states as follows:

NEIGHBORHOOD APPROVAL REQUIRED.

1. When a permit is applied for, all property owners within a circular area having a radius of 200 feet, centered on the premises for which a permit has been requested, shall be notified of the application by the Health Officer. Notification shall be by first-class U.S. mail.
2. Property owners shall have 14 working days to file a written objection to the Health Officer if they object to the granting of a permit.
3. Upon receipt of a written objection, the matter shall be placed on the Agenda for the Board of Health to be reviewed at the next regular meeting. The Board of Health shall allow the applicant and objector an opportunity to be heard on why the permit should or should not be issued. The Board shall make a recommendation to the Common Council regarding approval of said permit.

Should you choose to file a written objection, you may direct your letter to Kurt Eggebrecht, Health Officer Appleton Health Department, 100 North Appleton Street, Appleton, WI 54911. Or you may send an objection by e-mail to: Kurt.Eggebrecht@Appleton.org.

Melissa L. Suttner

From: Kurt Eggebrecht
Sent: Wednesday, June 05, 2019 2:36 PM
To: Melissa L. Suttner
Subject: FW: Attached Notice - Apiary (Beekeeping) Request - Objection
Attachments: 100429.pdf

Importance: High

From: Linda.Glass@wellsfargo.com [mailto:Linda.Glass@wellsfargo.com]
Sent: Tuesday, May 28, 2019 9:55 AM
To: Kurt Eggebrecht <kurt.eggebrecht@appleton.org>
Subject: Attached Notice - Apiary (Beekeeping) Request - Objection
Importance: High

Good morning Kurt,

The attached notice came to me last Friday. Based on this request, we would object to granting this request. We have customers and employees going in and out of the building and the potential of bees in the area would pose a liability for us. Please provide any additional information that is available or feel free to call to discuss further. Thank you.

Linda J. Glass, CFM, PMP
Portfolio Property Manager
Corporate Properties Group
Wells Fargo 1819 University Avenue, Green Bay, WI 54302
MAC: N9843-011
Phone: 920-438-9837
For nonemergency requests: CPG Assist Website
For business interruption or emergency requests call: 800-932-2741

Linda.Glass@wellsfargo.com

From: Zhou, Mengli <Mengli.Zhou@wellsfargo.com> **On Behalf Of** CPG Property Tax
Sent: Friday, May 24, 2019 11:25 AM
To: Glass, Linda <Linda.Glass@wellsfargo.com>
Cc: CPG Property Tax <CPGPropertyTax@wellsfargo.com>
Subject: BE 100429 Notice

Hi Linda,

Please find the attached notice recently received.

Thanks,

Mengli Zhou

Finance & Acctng Sr Analyst
Corporate Properties Group Procure-to-Pay

Wells Fargo | 333 Market Street | San Francisco, CA 94105
MAC A0109-115
Tel 415-894-3281 | Fax 866-474-5321

mengli.zhou@wellsfargo.com

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

Appleton Health Department
100 North Appleton Street
Appleton, WI 54911
920-832-6429

May 29, 2019

Bob Fleshman
McFleshman's Brewing Co.
115 S State St.
Appleton, WI 54911

Dear Mr. Fleshman:

On May 14, 2019, the City of Appleton Health Department received your apiary application.

As part of the permitting requirements, the Health Officer must notify all property owners within a circular area having a radius of two hundred (200) feet, centered on the premises for which a permit has been requested. If a notified property owner objects to a permit being granted, he/she may file a written objection with the Health department. Should the Health Department receive an objection, the application will be denied.

This letter is to serve as notice that the Health Department has received at least one objection to your permit request and therefore your application has been **denied**.

You may appeal this decision to the Board of Health within thirty (30) days from the date of this letter. Should you choose to appeal this decision, please send your request in writing and to my attention. The Board of Health will allow you and any objectors an opportunity to be heard as to why the permit should or should not be issued. The Board of Health will affirm, modify or set aside the denial after the hearing on the matter. You will be notified of the day and time the matter will be heard.

Enclosed is a copy of the Beekeeping Permit Requirements.

Should you have any questions about this letter, please feel free to reach me at 920-832-6429.

Respectfully,

Kurt Eggebrecht
Health Officer
Appleton Health Department

Cc: Amanda Abshire, Assistant City Attorney

June 5, 2019

City of Appleton
Board of Health
Care of: Kurt Eggebrecht

Regarding McFleshman's Brewing Co's denied application for a roof-top apiary.

roof-top apiary. Another roof-top apiary has been approved in the downtown area, and we would like to address the concerns of our neighbors and come to a resolution. To better understand the flags that have been raised and how we may be able to address them, or to come to a compromise the appeal process seems the appropriate avenue.

Thank you for your consideration,

A handwritten signature in black ink that reads "Bobby Fleshman". The signature is written in a cursive style with a long horizontal line extending to the right.

Bobby Fleshman
Owner
McFleshman's Brewing Co.

68-19

**AN ORDINANCE ANNEXING TERRITORY
TO THE CITY OF APPLETON, WISCONSIN.**

(Cypress Homes – Haymeadow Avenue Annexation)
MBR File No. 14217

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

Section 1. Territory Annexed. In accordance with §66.0217 of the Wisconsin Statutes for 2017 – 2018 and the *Unanimous Petition for Direct Annexation* filed with the City Clerk on May 15, 2019, the following described territory in the Town of Grand Chute, Outagamie County, Wisconsin, lying contiguous to the City of Appleton, is hereby annexed to the City of Appleton, Wisconsin:

*Lot 2 of Certified Survey Map No. 7013 filed in Volume 42 of Certified Survey Maps on Page 7013 as Document No.2047169, located in and being a part of the Northeast ¼ of the Northwest ¼ of Section 11, Township 21 North, Range 17 East, Town of Grand Chute, Outagamie County, Wisconsin.
Tax Key No. 101039315*

The current population of such territory is 0 people.

Section 2. Effect of Annexation. From and after the date of this ordinance, the territory described in Section 1 shall be a part of the City of Appleton for any and all purposes provided by law and all persons coming or residing within such territory shall be subject to all ordinances, rules and regulations governing the City of Appleton.

Section 3. Ward Designation. The territory described in Section 1 of this ordinance is hereby made a part of the Twentieth (20th) Ward, attached to the Seventh (7th) Aldermanic District of the City of Appleton, Outagamie County, subject to the ordinances, rules and regulations of the City governing wards.

Section 4. Zoning Classification. The territory described in Section 1 is hereby zoned as follows, pursuant to §66.0217(7)(a), Stats., and §23-65(e), Appleton Municipal Code:

Temporary AG (Temporary Agricultural District)

Section 5. Severability. If any provision of this ordinance is invalid or unconstitutional, or if the application of this ordinance to any person or circumstances is invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the other provisions or applications of this ordinance, which can be given without the invalid or unconstitutional provision or application.

Section 6. Effective Date. This ordinance shall take effect upon passage and publication.