



City of Appleton

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

Meeting Agenda Common Council

Wednesday, March 4, 2015

7:00 PM

Council Chambers

- A. CALL TO ORDER
- B. INVOCATION
- C. PLEDGE OF ALLEGIANCE TO THE FLAG
- D. ROLL CALL OF ALDERPERSONS
- E. ROLL CALL OF OFFICERS AND DEPARTMENT HEADS
- F. PUBLIC PARTICIPATION

G. APPROVAL OF PREVIOUS COUNCIL MEETING MINUTES

15-334 Common Council Meeting Minutes from February 18, 2015.

Attachments: [CC Minutes 02-18-2015.pdf](#)

H. BUSINESS PRESENTED BY THE MAYOR

I. PUBLIC HEARINGS

15-235 Public Hearing - French Road Boundary Adjustment.

Attachments: [CC 03-04-2015 - Public Hearing - French Road Boundary Adjustment.pdf](#)

15-322 Public Hearing - Text Amendment, Chapter 23 - Canopy.

Attachments: [CC 03-04-2015 - Public Hearing - Text Amendment-Chapter 23.pdf](#)

J. SPECIAL RESOLUTIONS

K. ESTABLISH ORDER OF THE DAY

L. COMMITTEE REPORTS

1. MINUTES OF THE SAFETY AND LICENSING COMMITTEE

- 15-236** Secondhand Article License application of Tiffani's Bridal & Consignment, Tiffani R. Ebben, Person in Charge, 1314 W. College Ave. Unit 6, contingent upon approvals from all departments.

Legislative History

2/26/15 Safety and Licensing recommended for approval
Committee

- 15-237** Operator's License application of Jessica M. Coleman, 1415 N. Erb Street.

Legislative History

2/26/15 Safety and Licensing recommended for approval
Committee

- 15-243** Class "B" Beer and Class "C" Wine License application of Vers Venture LLC, d/b/a Mr. Brews Taphouse, Tammy L. Verhagen, Agent, 201 S. RiverHeath Way, Suite 1100, contingent upon approvals from all departments.

Legislative History

2/26/15 Safety and Licensing recommended for approval
Committee

- 15-245** Secondhand Article Dealer License Renewal application of Appleton Appliance Parts, Robert H. Caston, Person in Charge, 136 N. State St., contingent upon approval from all departments.

Legislative History

2/26/15 Safety and Licensing recommended for approval
Committee

- 15-269** Operator's Licenses

Attachments: [Operator's Licenses for 02-26-2015 S&L.pdf](#)

Legislative History

2/26/15 Safety and Licensing recommended for approval
Committee

- 15-284** Request to Adjust Retail Alcohol License Fees

Attachments: [M-S&L-Retail Lic Fees 2015.pdf](#)
[fee.pdf](#)

Legislative History

2/26/15 Safety and Licensing recommended for approval
Committee

- 15-300** Farmer's Market License application of Appleton Downtown Inc., Djuanna Hugdahl, College Avenue, Appleton Street, Drew Street, Houdini Plaza and South Oneida Street, Saturdays June 20, 2015 through October 31, 2015 contingent upon approvals from all departments.

Legislative History

2/26/15 Safety and Licensing recommended for approval
Committee

- 15-335** Request for extension on liquor license granted to Social Ventures LLC, Kathryn M. Peotter, Agent.

Legislative History

2/26/15 Safety and Licensing recommended for denial
Committee

2. MINUTES OF THE MUNICIPAL SERVICES COMMITTEE

- 15-285** Approve proposed Ordinance changes to Chapters 4-341 to 4-420 pertaining to the State Electrical Code.

Attachments: [Proposed Ordinance Change to Chapters 4-341 to 4-420.pdf](#)

Legislative History

2/24/15 Municipal Services recommended for approval
Committee

- 15-286** Request from Appleton Sign for a permanent street occupancy permit to install a sign that extends into the College Avenue street right-of-way 8.5 feet. Guidelines used for administrative approval is maximum projection of 4 feet into the street right-of-way.

Attachments: [Request from Appleton Sign.pdf](#)

Legislative History

2/24/15 Municipal Services recommended for approval
Committee

- 15-288** Award 2015 Aerial Imagery/LiDAR Contract to Quantum Spatial in an amount not to exceed \$50,000.

Attachments: [Award 2015 Aerial Imagery-LiDAR Contract.pdf](#)

Legislative History

2/24/15 Municipal Services recommended for approval
Committee

- 15-311** Approve parking ordinance changes on Matthias Street near the former St. Bernadette's School.

Attachments: [Parking changes on Matthias Street.pdf](#)

Legislative History

- 2/24/15 Municipal Services recommended for approval
Committee
- 15-316** Approve parking ordinance changes on Badger Avenue associated with the Badger Avenue Reconstruction Project.

Attachments: [Approve parking ordinance changes on Badger Avenue.pdf](#)

Legislative History

- 2/24/15 Municipal Services recommended for approval
Committee
- 15-317** Approve traffic related ordinance changes associated with the Ashbury Drive/Ballard Road Intersection Improvement Project.

Attachments: [Approve traffic related ordinance changes-Ashbury Dr-Ballard Rd.pdf](#)

Legislative History

- 2/24/15 Municipal Services recommended for approval
Committee
- 15-318** Approve parking ordinance changes on Glendale Avenue associated with the Glendale Avenue Reconstruction Project.

Attachments: [Approve parking ordinance changes on Glendale Ave.pdf](#)

Legislative History

- 2/24/15 Municipal Services recommended for approval
Committee

3. MINUTES OF THE CITY PLAN COMMISSION

- 15-204** Request to approve the proposed text amendments to repeal the definition of "Canopy" in Sections 23-22 and 23-504 of the Zoning Ordinance and create the definition of "Canopy" in Section 23-22 as identified in the attached staff report

Attachments: [ZO Text Amendment Canopy Staff Report.pdf](#)

Legislative History

- 2/9/15 City Plan Commission recommended for approval
Proceeds to Council on 3-4-15.
- 15-313** Request to approve the Resolution authorizing the preparation and filing of a Project Plan Modification to Appleton Redevelopment Project Plan No. 21 that reflects the current zoning of the plan area

Attachments: [Union Square Apartments - Redev Project Plan 21 Amendment - Memo with Sig](#)

Legislative History

- 2/23/15 City Plan Commission recommended for approval

- 15-314** Request to approve the Second Addition to Emerald Valley Preliminary Plat subject to the attached conditions

Attachments: [2nd Add Emerald Valley Pre Plat Staff Review.pdf](#)

Legislative History

2/23/15 City Plan Commission recommended for approval

- 15-315** Request to approve the municipal boundary line between the City of Appleton and the Village of Little Chute be adjusted to reflect the boundary line shown on the attached map identified as Exhibit pursuant to the Intergovernmental Cooperation Agreement and the attached stipulation

Attachments: [Municipal Boundary Line Adjust Staff Review.pdf](#)

Legislative History

2/23/15 City Plan Commission recommended for approval

4. MINUTES OF THE PARKS AND RECREATION COMMITTEE

- 15-291** Action: Approval of 2015-2017 Agreement with the Supple Restaurant Group for Use of Vulcan Heritage Park Patio

Attachments: [Memo-Supple Agreement-Vulcan Patio 2-25-15.pdf](#)

Legislative History

2/25/15 Parks and Recreation Committee recommended for approval

- 15-302** #3-R-15 - Coenen/Martin

"WHEREAS, The City of Appleton Staff created a Master Plan for Jones Park and Fox River Properties in 2006,

AND WHEREAS, In said Master Plan, the land formerly known as the Appleton Water Treatment Plant on Water Street is recommended to become a park,

THEREFORE, BE IT RESOLVED, that the City of Appleton move the land formerly know as the Appleton Water Treatment Plant on Water Street to the Parks and Recreation Department."

Legislative History

2/25/15 Parks and Recreation Committee recommended for approval

5. MINUTES OF THE COMMUNITY AND ECONOMIC DEVELOPMENT COMMITTEE

- 15-239** ****CRITICAL TIMING**** Request to approve the allocation of 2015 Community Development Block Grant funding as described in the attached memorandum

Attachments: [AdditionalAwardMemo.pdf](#)

Legislative History

2/18/15 Community & Economic recommended for approval
Development Committee
Aldersperson Konetzke amended the motion for additional allocations as follows with the totals in parenthesis: \$7,242 (\$77,242) to Greater Fox Cities Area Habitat for Humanity; \$10,000 (\$20,000) to Rebuilding Together Fox Valley; \$1,000 (\$15,000) to Homeless Connections; \$1,000 (\$24,000) to Harbor House; and \$4,571 (\$24,571) to STEP Industries. Aldersperson Meltzer seconded the amendment. Amendment carried 5-0.

6. MINUTES OF THE UTILITIES COMMITTEE

- 15-276** Request for credit adjustment for water and sewer charges to James Bridges and Patricia Sorenson for 1215 W. Winnebago Street for use accrued during the period of 12/1/14 - 1/29/15.

Attachments: [1215 W Winnebago Street Adjustment.pdf](#)

Legislative History

2/24/15 Utilities Committee recommended for denial

7. MINUTES OF THE FOX CITIES TRANSIT COMMISSION

- 15-327** Approval of Valley Transit Strategic Plan

Attachments: [Strategic Plan Summary-Draft-021915-spreads.pdf](#)

Legislative History

2/25/15 Fox Cities Transit recommended for approval
Commission

8. MINUTES OF THE BOARD OF HEALTH

9. MINUTES OF THE HUMAN RESOURCES COMMITTEE

10. MINUTES OF THE FINANCE COMMITTEE

- 15-264** Request approval of Resolution for Reauthorization of Self Insurance for Worker's Compensation.

Attachments: [Self Insurance-Work Comp Resolution 02-10-15.pdf](#)

Legislative History

2/25/15 Finance Committee recommended for approval

- 15-296** Request to approve acquisition of property on Northland Avenue for stormwater detention pond (also appears on Utilities Committee agenda as an informational item).

Attachments: [Acquisition of Northland Pond Property 03-23-15.pdf](#)

Legislative History

2/25/15 Finance Committee recommended for approval

- 15-307** Request to approve the following 2014 Budget adjustment:

General Fund - Fire Department

State Aids	+\$40,995
Wages - Overtime	+\$40,995

to record reimbursements received throughout the year for training programs (2/3 vote required).

Legislative History

2/25/15 Finance Committee recommended for approval

- 15-308** Request to approve additional spending authority of \$10,000 from the Lutz park Special Revenue Fund.

Attachments: [Memo-Lutz Park-Additonal Spending Authority 2-25-15.pdf](#)

Legislative History

2/25/15 Finance Committee recommended for approval

- 15-319** Request to approve claim for unlawful personal property tax for Lenz Studio, parcel number 31-1-1795-00, and refund \$380.74.

Attachments: [Lenz Studio.pdf](#)

Legislative History

2/25/15 Finance Committee recommended for approval

- 15-320** Request to approve claim for unlawful personal property tax for Lee DDS, David Blong, parcel number 31-6-2465-00, and cancel the tax bill.

Attachments: [Lee DDS.pdf](#)

Legislative History

2/25/15 Finance Committee recommended for approval

- 15-321** Request to approve the following 2014 Budget adjustment:

DPW Capital Projects Fund

Infrastructure Construction	+\$150,735
Other Reimbursements	+\$150,735

to accurately reflect the total/final reimbursement from the Town of Grand Chute for the Meade Street paving project.

Attachments: [Meade Street Paving Project.pdf](#)

Legislative History

2/25/15 Finance Committee recommended for approval

M. CONSOLIDATED ACTION ITEMS

O. ITEMS HELD

P. ORDINANCES

- 15-345** Ordinances 11-15 and 12-15.

Attachments: [Ordinances going to 03-04-2015 Council.pdf](#)

Q. LICENSE APPLICATIONS AND COMMUNICATIONS REFERRED TO COMMITTEES OF JURISDICTION

R. RESOLUTIONS SUBMITTED BY ALDERPERSONS REFERRED TO COMMITTEES OF JURISDICTION

S. OTHER COUNCIL BUSINESS

- 15-350** Suspend the Rules to go into Committee of the Whole

- 14-2022** Approve Purchase Agreement between Outagamie County and City of Appleton for Proposed Exhibition Center site.

Attachments: [Purchase Agreement Amended 12-12-2014 Per Council Direction.pdf](#)

[cc 12032014 Res No 17--2014-15SIGNED.pdf](#)

[cc 12032014 Res No 18--2011-12 Signed.pdf](#)

[cc 12032014 cow ARA Advisory Committee Creation CLEAN Draft 4.docx](#)

[Revised Updated Council MEMO-KH-Update 12-11.docx](#)

[Expenses.pdf](#)

[Mayor Memo Next Steps 1 22 15.pdf](#)

[Suggested Agenda Items & People Involved.pdf](#)

Legislative History

12/3/14	Common Council	held
12/17/14	Common Council	held
	<i>Held until January 7, 2015, meeting.</i>	
1/7/15	Common Council	approved
	<i>Moved by Alderperson Plank, seconded by Martin, to call the question. Vote taken. Ayes - 14; Noes - 1 (Stueck). Motion carried.</i>	
	<i>Motion to approve failed 6-8 vote (1 abstain).</i>	
1/21/15	Common Council	referred to the Community & Economic Development Committee
	<i>Aldersperson Stueck referred this item back to committee.</i>	
1/26/15	Community & Economic Development Committee	discussed

15-351 Reconvene to Common Council

15-352 Report of Committee of the Whole

T. ADJOURN

Dawn A. Collins, 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
www.appleton.org

Meeting Minutes - Final Common Council

Wednesday, February 18, 2015

7:00 PM

Council Chambers

A. CALL TO ORDER

Meeting called to order at 7 pm.

B. INVOCATION

Offered by Alderperson Williams.

C. PLEDGE OF ALLEGIANCE TO THE FLAG

D. ROLL CALL OF ALDERPERSONS

Present: 16 - Alderperson Patti Coenen, Alderperson Chris Croatt, Alderperson Greg Dannecker, Alderperson Sarah Garb, Alderperson Jeffrey Jirschele, Alderperson Curt Konetzke, Alderperson Kyle Lobner, Alderperson Joe Martin, Alderperson Kathleen Plank, Alderperson Cathy Spears, Alderperson Peter Stueck, Mayor Timothy Hanna, Alderperson Tim Trauger, Alderperson Polly Dalton, Alderperson Christine Williams and Alderperson Vered Meltzer

E. ROLL CALL OF OFFICERS AND DEPARTMENT HEADS

PRESENT: City Clerk Collins; City Attorney Walsh; Deputy City Attorney Behrens; Director of Community & Economic Development Harkness; Director of Finance Saucerman; Fire Chief Vander Wyst; Health Officer Eggebrecht; Police Chief Thomas; Director of Public Works Vandehey; Director of Information Technology Fox; Director of Utilities Shaw; Valley Transit General Manager Wetter; Library Director Rortvedt.

EXCUSED: Director of Human Resources Behnke; Director of Parks, Recreation & Facilities Gazza.

F. PUBLIC PARTICIPATION

Name - Address - Topic

Kendra Vandertie - 2224 N Ullman St - Neighborhood Grant Program

Judy Hintz - 2517 Beechwood Ct - Neighborhood Grant Program

Andrew Hicks - 1101 E Sunset Ave - Smart Water Meter Opt-Out

Becky Salzman - 1607 E Marquette St - Neighborhood Grant Program

Jim Wendricks - 1526 N Mennen Ct - Special Use Permit, Neenah Paper

G. APPROVAL OF PREVIOUS COUNCIL MEETING MINUTES

15-246 Common Council Meeting Minutes from February 4, 2015

Attachments: [CC Minutes 02-04-2015.pdf](#)

Alderson Konetzke moved, seconded by Alderson Trauger, that the Meeting Minutes be approved. Roll Call. Motion carried by the following vote:

Aye: 14 - Alderson Coenen, Alderson Croatt, Alderson Dannecker, Alderson Garb, Alderson Jirschele, Alderson Konetzke, Alderson Lobner, Alderson Martin, Alderson Plank, Alderson Stueck, Alderson Trauger, Alderson Dalton, Alderson Williams and Alderson Meltzer

Abstained: 2 - Alderson Spears and Mayor Hanna

H. BUSINESS PRESENTED BY THE MAYOR**15-244** Fox Cities P.A.C. Community Impact Update - presented by Maria Van Laanen**I. PUBLIC HEARINGS****J. SPECIAL RESOLUTIONS****K. ESTABLISH ORDER OF THE DAY****15-226** Request to approve the Neighborhood Grant Program request submitted by the Huntley Houses Neighborhood

Attachments: [Memo_RequestForTNGP_HuntleyHouses_02-09-15.pdf](#)

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

Aye: 15 - Alderson Coenen, Alderson Croatt, Alderson Dannecker, Alderson Garb, Alderson Jirschele, Alderson Konetzke, Alderson Lobner, Alderson Martin, Alderson Plank, Alderson Spears, Alderson Stueck, Alderson Trauger, Alderson Dalton, Alderson Williams and Alderson Meltzer

Abstained: 1 - Mayor Hanna

- 15-197** Request from Mr. Andrew Hicks to opt-out of the smart meter technology program.

Attachments: [A Hicks Smart Meter Opt Out.pdf](#)

Mayor Hanna stated that an Aye vote will support the recommendation to deny the opt-out and a Nay vote will support the opt-out. Request denied.

Alderson Dannecker moved, seconded by Alderson Plank, that the Report Action Item be approved. Roll Call. Motion carried by the following vote:

Aye: 13 - Alderson Coenen, Alderson Croatt, Alderson Dannecker, Alderson Garb, Alderson Jirschele, Alderson Konetzke, Alderson Lobner, Alderson Martin, Alderson Plank, Alderson Spears, Alderson Stueck, Alderson Dalton and Alderson Williams

Nay: 2 - Alderson Trauger and Alderson Meltzer

Abstained: 1 - Mayor Hanna

- 15-033** Operator's License application of Hashiem L. Spoke, 119 N. Rankin Street.

Attachments: [Hashiem Spoke Attachments.pdf](#)

Vote notwithstanding. License denied.

Alderson Williams moved, seconded by Alderson Garb, that the Report Action Item be approved. Roll Call. Motion failed by the following vote:

Aye: 4 - Alderson Lobner, Alderson Trauger, Alderson Dalton and Alderson Meltzer

Nay: 11 - Alderson Coenen, Alderson Croatt, Alderson Dannecker, Alderson Garb, Alderson Jirschele, Alderson Konetzke, Alderson Martin, Alderson Plank, Alderson Spears, Alderson Stueck and Alderson Williams

Abstained: 1 - Mayor Hanna

- 15-200** Request to approve Special Use Permit #1-15 for Neenah Paper, Inc. for a heavy manufacturing facility (paper manufacturing facility from raw materials) located on Tax Parcel Numbers 31-4-0270-00, 31-4-0270-02, 31-4-0271-02, 31-4-0271-00 and 31-4-0273-00 to run with the land and subject to the attached two conditions

Attachments: [SUP #1-15 Staff Review.pdf](#)

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

Aye: 14 - Alderperson Coenen, Alderperson Croatt, Alderperson Dannecker, Alderperson Garb, Alderperson Jirschele, Alderperson Konetzke, Alderperson Lobner, Alderperson Martin, Alderperson Spears, Alderperson Stueck, Alderperson Trauger, Alderperson Dalton, Alderperson Williams and Alderperson Meltzer

Abstained: 2 - Alderperson Plank and Mayor Hanna

15-227 Request to award contract for Disaster Recovery (DR) implementation project to Heartland Business Systems of Little Chute not to exceed \$142,494.

Attachments: [Disaster Recovery Finance Memo.docx](#)

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

Aye: 14 - Alderperson Coenen, Alderperson Dannecker, Alderperson Garb, Alderperson Jirschele, Alderperson Konetzke, Alderperson Lobner, Alderperson Martin, Alderperson Plank, Alderperson Spears, Alderperson Stueck, Alderperson Trauger, Alderperson Dalton, Alderperson Williams and Alderperson Meltzer

Abstained: 2 - Alderperson Croatt and Mayor Hanna

L. COMMITTEE REPORTS

Balance of the action items on the agenda.

Alderperson Konetzke moved, Alderperson Trauger seconded, to approve the report. The motion carried by the following vote:

Aye: 15 - Alderperson Coenen, Alderperson Croatt, Alderperson Dannecker, Alderperson Garb, Alderperson Jirschele, Alderperson Konetzke, Alderperson Lobner, Alderperson Martin, Alderperson Plank, Alderperson Spears, Alderperson Stueck, Alderperson Trauger, Alderperson Dalton, Alderperson Williams and Alderperson Meltzer

Abstained: 1 - Mayor Hanna

1. MINUTES OF THE SAFETY AND LICENSING COMMITTEE

15-219 Operator's Licenses

Attachments: [Operator's Licenses for 02-12-2015 S&L.pdf](#)

This Report Action Item was approved.

- 15-179** Change of Agent for "Class B" Beer/Liquor License of Super Bowl Inc., David L. Bardon, New Agent, contingent upon approval from the Police Department.

This Report Action Item was approved.

- 15-191** "Class B" Beer/Liquor License application of Riverview Gardens Inc., Cindy L. Sahotsky, Agent, 1101 S. Oneida St., contingent upon approvals from all departments.

This Report Action Item was approved.

2. MINUTES OF THE MUNICIPAL SERVICES COMMITTEE

- 15-230** Award of 2015 Materials Testing Contract to OMNNI Associates, Inc. in an amount not to exceed \$50,000.

Attachments: [Award of 2015 Materials Testing Contract to OMNNI.pdf](#)

This Report Action Item was approved.

3. MINUTES OF THE CITY PLAN COMMISSION

- 15-202** Request to approve Special Use Permit #2-15 for a restaurant and outdoor patio with alcohol sales and consumption at 201 S. Riverheath Way, Suite 1100 to run with the land and subject to the attached four conditions

Attachments: [SUP #2-15 Staff Review.pdf](#)

This Report Action Item was approved.

4. MINUTES OF THE PARKS AND RECREATION COMMITTEE

5. MINUTES OF THE COMMUNITY AND ECONOMIC DEVELOPMENT COMMITTEE

- 15-194** Request to approve the City of Appleton entering into a one-year extension of the Memorandum of Understanding for Southpoint Commerce Park Market Garden with Goodwill Industries of North Central Wisconsin

Attachments: [Memo on CGP Market Garden Extension 1-20-15.pdf](#)
[Market Garden MOU-2015.pdf](#)
[2014 Report Southpoint Market Garden Collaboration.pdf](#)

This Report Action Item was approved.

6. MINUTES OF THE UTILITIES COMMITTEE

- 15-234** Approval of a 10% Rate Increase for Receiving Station Waste Haulers effective July 1, 2015.

Attachments: [Receiving Station Rate Changes 02-06-15.doc](#)

This Report Action Item was approved.

7. MINUTES OF THE FOX CITIES TRANSIT COMMISSION

8. MINUTES OF THE BOARD OF HEALTH

9. MINUTES OF THE HUMAN RESOURCES COMMITTEE

10. MINUTES OF THE FINANCE COMMITTEE

- 15-225** Request to award Wastewater Column/Wall Plate Storage Project to Oudenhoven Construction in the amount of \$125,776 with a 15% contingency of \$18,866 for a project total not to exceed \$144,642 (also appears on Utilities Committee agenda as an informational item).

Attachments: [Wall Plate Storage Project.doc](#)

This Report Action Item was approved.

- 15-229** *Request to award Unit A-15 Concrete Paving to Michels Corporation in the amount of \$5,072,838.93, with a contingency of \$127,115 for a project total not to exceed \$5,199,953.93.*

Attachments: [Unit A-15 Concrete.pdf](#)

This Report Action Item was approved.

M. CONSOLIDATED ACTION ITEMS

O. ITEMS HELD

P. ORDINANCES

15-238 Ordinances 7-15 - 10-15.

Attachments: [Ordinances going to 02-18-2015 Council.pdf](#)

This Report Action Item was approved.

Q. LICENSE APPLICATIONS AND COMMUNICATIONS REFERRED TO
COMMITTEES OF JURISDICTION

R. RESOLUTIONS SUBMITTED BY ALDERPERSONS REFERRED TO
COMMITTEES OF JURISDICTION

#2-R-15

Resolution submitted by Alderpersons Lobner, Dannecker and Dalton:

WHEREAS continuing to pursue projects which do not have the clear approval of the Common Council is a misuse of valuable staff time and tax dollars,

AND WHEREAS the Appleton Common Council's last official action to support the proposed Exhibition Center project was in November of 2013,

AND WHEREAS the Appleton Common Council voted to reject a proposed land purchase for the purpose of this project, and has taken no action on this item since it was reconsidered,

THEREFORE BE IT RESOLVED that the City of Appleton shall immediately disengage from the Fox Cities Exhibition Center project and all attorneys, consultants and contractors involved in the project.

Mayor Hanna referred this item to Community & Economic Development Committee.

** * **

#3-R-15

Resolution submitted by Alderpersons Coenen and Martin:

WHEREAS, The City of Appleton Staff created a Master Plan for Jones Park and Fox River Properties in 2006, and

WHEREAS, In said master plan the land formerly known as the Appleton Water Treatment Plant on Water Street is recommended to become a park.

THEREFORE, BE IT RESOLVED, that City of Appleton move the land formerly known as the Appleton Water Treatment Plant on Water Street to the Parks and Recreation Department.

February 18, 2015

Mayor Hanna referred this item to Parks & Recreation Committee.

S. OTHER COUNCIL BUSINESS

T. ADJOURN

Meeting adjourned at 7:53 pm.

A motion was made by Alderperson Joe Martin, seconded by Alderperson Sarah Garb, to adjourn the meeting. The motion carried by the following vote:

Aye: 16 - Alderperson Coenen, Alderperson Croatt, Alderperson Dannecker, Alderperson Garb, Alderperson Jirschele, Alderperson Konetzke, Alderperson Lobner, Alderperson Martin, Alderperson Plank, Alderperson Spears, Alderperson Stueck, Mayor Hanna, Alderperson Trauger, Alderperson Dalton, Alderperson Williams and Alderperson Meltzer

Dawn A. Collins, City Clerk

NOTICE OF PUBLIC HEARING
OF THE
APPLETON CITY COMMON COUNCIL

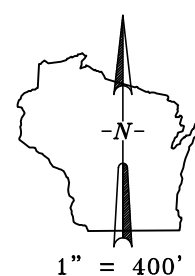
NOTICE IS HEREBY GIVEN THAT a Public Hearing will be held on Wednesday, March 4, 2015, at 7:00 P.M., in the Common Council Chambers, 6th Floor, City Hall, 100 North Appleton Street, pursuant to Sec. 66.0301, Wis. Stats., for the purpose of receiving public comment on an Intergovernmental Cooperation Agreement between the City of Appleton and the Village of Little Chute for the purpose of clarifying the corporate boundaries between the City of Appleton and the Village of Little Chute and street access points on the east side of French Road for consistency with prior agreements.

A draft of the Intergovernmental Cooperation Agreement between the City of Appleton and the Village of Little Chute is available for inspection during regular business hours at the office of the City Clerk, 6th Floor, City Hall, 100 North Appleton Street.

Run Date: February 12, 2015

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

FRENCH ROAD



CITY OF APPLETON
DEPT. OF PUBLIC WORKS
ENGINEERING DIVISION
100 NORTH APPLETON STREET
APPLETON, WI 54911
920-832-6474 DRAFTED BY: T. KROMM
H:\Acad\Exhibit\LittleChuteoverlap_0204_2015

NOTICE OF PUBLIC HEARING

RE: Proposed Text Amendment Chapter 23

NOTICE IS HEREBY GIVEN of a Public Hearing to be held before the Common Council in the Common Council Chambers, 6th Floor, City Hall, 100 North Appleton Street, on Wednesday, March 4, 2015, at 7:00 P.M., or as soon thereafter as can be heard, for the purpose of considering the following text amendments to Chapter 23 Zoning Ordinance of the Municipal Code.

The City of Appleton is proposing text amendments to the following Chapter 23 Zoning Ordinance sections:

Repeal: Section 23-22 Words and terms defined. *Canopy* means a temporary structure constructed of fabric or pliable material supported by any manner except by air or the contents that it protects.

Repeal: Section 23-504 Definitions and interpretation. *Canopy*. A rigid frame structure that extends outward from an entrance to a building.

Create: Section 23-22 Words and terms defined. *Canopy* means a structure constructed of fabric or pliable material, metal, wood, brick or other material, consisting of a roof and supported by columns or stanchions, not enclosed, attached or unattached to a building. Examples of canopies include, but are not limited to, gas pump canopies at gasoline stations, canopies associated with a temporary use, drive-through canopies at banks, pharmacies and restaurants.

A copy of the proposed text amendments to of Chapter 23 of the Zoning Ordinance is available in the Appleton Community and Economic Development Department or the Office of the City Clerk from 8:00 a.m. until 4:30 p.m., Monday through Friday.

All persons interested are invited to attend this meeting and will be given an opportunity to be heard.

Any questions regarding the proposed text amendment to Chapter 23 Zoning Ordinance of the Municipal Code should be directed to the Community Development Department at 832-6468.

February 19, 2015

DAWN A. COLLINS
City Clerk

RUN: February 21, 2015
February 24, 2015

REASONABLE ACCOMMODATIONS FOR PERSONS WITH DISABILITIES WILL BE MADE UPON REQUEST AND IF FEASIBLE.

Operator's Licenses for 2/26/15 S & L

Approved

Laura E. Berken	233 N. Appleton Street
Dustin C. Braaten	1201 Bartell Court, #33
Eric M. Buss	4734 Palmer Court, Sherwood
Michael W. Clausing	1440 E. College Avenue
Katie L. Goland	1109 N. Morrison Street
Savannah N. Goodwill	N925 Dale Avenue, Dale
Kimberly A. Luger	1225 W. Lorain Street
Shane P. Macdonald	W6156 Wilz Court, Menasha
Laura Martinez	313 S. Outagamie Street
Matthew F. Miller	1019 E. New York Avenue, Oshkosh
Sean H. Putira	3408 E. Canary Street, #3
Jessica M. Roh	25 Bluemound Court, #12
Aysia L. Schroeder	1606 E. Longview Drive, #8
Mechelle M. Warner	3007 Chain Drive, Menasha
Ramsey B. Wendt	N4163 Twin Court, Freedom



LEGAL SERVICES DEPARTMENT
Office of the City Clerk

MEMO

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

March 2, 2015

TO: Safety & Licensing Committee Members

CC: Legal Services

FR: Dawn Collins

RE: Retail Alcohol License Fees

Upon review of the upcoming renewal process for retail alcohol licenses, it is noted that licenses have not been separately identified; though, by statute, each license is an individual license. Upon separating the fees, it is learned that the statutory minimum was not met.

In an effort to better clarify the retail license schedule of fees, I respectfully request that the license fees be laid out as noted below – **separate** and appropriately **adjusted**. Attached, as reference, is the former fee schedule in which fees were simply lumped together.

Kindly review the following layout and recommend approval in order to apply the fees to the upcoming 2015-2016 licensing period.

License Type	Standard Fee	<i>Renewal Only (2015-16)*</i>
Class "A" Beer	\$200.00	
"Class A" Liquor	\$300.00	
* <i>Class A Combination License</i>		\$450.00
Class "B" Beer	\$100.00	
"Class B" Liquor	\$500.00	
* <i>Class B Combination License</i>		\$500.00
"Class C" Wine	\$100.00	

In summary, the Class A beer is adjusted from \$425 to \$200, in order to adjust the separated Class A liquor license fee from \$75 to \$300. This adjustment will result in the Class A beer license holders paying less. The combination *renewal* fees are also slightly adjusted. Adjusting the renewal discount will make up the difference in lost fees from the adjusted Class A beer license fee.

:dc

Trade Name: _____

Receipt No. _____

Company Name: _____

Date paid: _____

Address of Establishment: _____

OFFICE OF THE CITY CLERK

<u>Account No</u>	<u>Type of License</u>	<u>Fee</u>	<u>Amount Pd</u>
11030.4306	Class "A" Beer License - New & Renewal	\$ 425.00	_____
11030.4306	"Class A" Beer/Liquor License - New	\$ 500.00	_____
11030.4306	"Class A" Beer/Liquor License - Renewal	\$ 425.00	_____
11030.4306	Class "B" Beer License - New & Renewal	\$ 100.00	_____
11030.4306	"Class B" Beer/Liquor License - New	\$ 600.00	_____
11030.4306	"Class B" Beer/Liquor License - Renewal	\$ 425.00	_____
11030.4306	Class "C" Wine License	\$ 100.00	_____
11030.4322	Special Class "B" (____ x \$10.00)	_____	_____
11030.4306	Change of Agent/Premise Description	\$ 10.00	_____
11030.4306	Transfer of Premises	\$ 10.00	_____
11030.4306	Provisional license	\$ 15.00	_____
11030.5010	Publication Fee - New	\$ 60.00	_____
11030.5010	Publication Fee - Renewal	\$ 20.00	_____
100.2359	Police Investigation Fee - per person	\$ 7.00	_____
11030.4303	Cigarette License	\$ 100.00	_____
11030.4301	Amusement Device License - per machine	\$ 15.00	_____
11030.4307	Operator's (Bartender's) License	\$ 60.00	_____
11030.4307	Operator's License plus a Provisional	\$ 75.00	_____
11030.4306	Late fees: _____ No. days x \$20.00 per day =	_____	_____

TOTAL CHARGES

\$ _____

☐ Publish ☐ Scan ☐ Send ☐ Granicus ☐ RBS Class ☐ Seller's Permit

Notes: _____

DEPARTMENT APPROVALS OF LICENSE

DEPARTMENT OF PUBLIC WORKS

100 North Appleton Street

Appleton, WI 54911

Phone (920) 832-6474

Fax (920) 832-6489

TO: Municipal Services Committee

FROM: Kurt W. Craanen, Inspections Supervisor *OKW*
Paula Vandehey, Director of Public Works

SUBJECT: Proposed Ordinance Change to Chapter 4-341 to 4-420

DATE: February 24, 2015

Below is proposed language to Article VI Chapter 4 of the Municipal Code. The reason for the proposed language is to update our local ordinances to be consistent with recent changes in the Wisconsin State Statutes related to the adoption of the State Electrical Code and the requirements for electrical contractors.

Cc: Brian Schewe, Electrical Inspector
Kevin Kettner, Electrical Inspector

ARTICLE VI. ELECTRICAL*

DIVISION 1. GENERALLY

Sec. 4-~~342~~ 341. Adoption of the State Electrical Code, State Statutes and other standards.

The Wisconsin Administrative Code, SPS chapters 305 and 316, §101 subchapter IV and We Energies meter manuals are hereby adopted by reference and made a part of this article with the same force and effect as though set out in full in this article.

Sec. 4-~~341~~ 342. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Electrical work.

~~(1)~~ Electrical work means and includes the installation ~~or superintending~~ of electrical wiring, devices and equipment for the production, modification, utilization or safeguarding of electrical energy as covered by the code adopted in §4-~~342~~ 341.

Maintenance.

~~(2)~~ Electrical maintenance includes only the necessary repairs to provide the safe operation of previously installed electrical equipment ~~within a plant, building or other structure.~~

Giving a more general definition will make it possible to address existing installations in other areas previously not listed.

Electrical contractor.

Electrical contractor means ~~a any legal entity engaged in installing, altering or repairing any electrical wiring, fixtures, devices or equipment, including all electrical work as defined in this section.~~ licensed by the State of Wisconsin under SPS 305.41.

Change made due to the licensing law which is as of effective April 1, 2014. Wis. Stats. 101.862 (1)

~~**Industrial electrician** means an electrician regularly employed by a person and whose work for such employer is limited exclusively to the plant or shop of his employer.~~

~~**Master electrician.** The work of a master electrician consists of the planning and supervising of the installing, altering or repairing of electrical wiring and equipment as covered by subsection (1) of this section. Before any person shall be considered to be a master electrician he must hold a current state master's certificate or he must hold a valid City of Appleton Master's Electrician license issued prior to November 1, 2001.~~

The definition of a master electrician is no longer needed because it is addressed under Wis. Stat. 101.868.

Sec. 4-343. Enforcement generally.

The ~~Inspection Division~~ electrical inspector shall enforce all the ordinances or laws relating to electrical installation, including any lawful orders issued by the Department of Safety and Professional Services or any other agency of the State; there is hereby vested in the ~~Department~~ electrical inspector the necessary power and authority to properly execute such duties.

"Inspection Division" was struck out and replaced with "electrical inspector" because of Wis. Stats. 101.875 (1). "Department" was struck out and replaced with "electrical inspector" because of the definition of this word in SPS 316.100 (a) and the lack of the definition within the Appleton Municipal Code.

Sec. 4-344. Authority to discontinue electrical service.

In case of emergency and where electrical currents are dangerous to life or property or may interfere with the work of the Fire Department, the ~~Inspection Supervisor~~ electrical inspector may order all electrical currents disconnected.

"Inspection Supervisor" was struck out and replaced with electrical inspector because of Wis. Stats. 101.875 (1).

Sec. 4-345. Periodic inspection.

The ~~Inspection Supervisor~~ electrical inspector periodically shall make thorough examinations of all the electrical wires and appliances installed in places of public use and occupancy within the City. When such wires or appliances are found to be in a dangerous or unsafe condition, he shall notify the person owning, using, operating or installing the wires or appliances to place them in a safe condition. The ~~Inspection Supervisor~~ electrical inspector may order the discontinuance of electrical service to such defective wires or equipment until they have been repaired, removed or changed as directed by the ~~Inspection Supervisor~~ electrical inspector, subject to the limitations of this article.

"Inspection Supervisor" was struck out and replaced with electrical inspector because of Wis. Stats. 101.875 (1).

Sec. 4-346. Notification for inspection; concealment of wiring.

Upon the completion of the wiring of any building or before any wiring is to be hidden from view, or prior to reconnecting of service drop or reattachment of electric meter, the person doing the wiring shall notify the ~~Inspection Supervisor~~ electrical inspector. The ~~Supervisor~~ electrical inspector shall inspect within ~~forty-eight (48) hours of the time such notice is received~~ two full business days following the day of notification, excluding weekends and holidays. If, upon inspection, it is found that such installation is fully in compliance with this article and does not constitute a hazard to life or property, the ~~Supervisor~~ electrical inspector shall approve the installation and authorize concealment of such

wiring or connection for electrical service. If the installation is not strictly in accordance with this article, he shall issue orders to the person installing the wiring to remove all hazards and make the necessary changes or additions within ten (10) days. Concealment of electrical work before inspection or failure to comply with the order of the ~~Inspection Supervisor~~ electrical inspector shall constitute a violation of this article. A contractor or his employee, or an owner doing his own work as permitted by section 4-392(e) shall be present for the final inspection.

"Inspection Supervisor" was struck out and replaced with electrical inspector because of Wis. Stats. 101.875 (1).

The 48 hour inspection requirement was changed to be consistent with the state requirement under SPS 320.10 (2)(b)(3).

Sec. 4-347. ~~Exemption from inspections.~~ Reserved

~~The provisions of §4-344, §4-345 and §4-346 shall be considered waived for work performed in an institution or industrial plant wherein electrical work is performed under responsible supervision.~~

Change made because of Wis. Stats. 101.875 (2).

Sec. 4-348. Certificate of Inspection.

No Certificate of Inspection shall be issued for work regulated under this article unless the electric light, power or heating installation and all other electric apparatus connected with it are in strict conformity with the provisions of this article ~~and the rules and regulations of the State Electrical Code.~~

Sec. 4-349. Exceptions to construction requirements.

(a) Type NM or NMC nonmetallic sheathed cable shall not be used as the wiring method in buildings and structures other than single-family and multifamily dwellings.

(b) All service entrance conductors shall be installed in a raceway.

Sec. 4-350. Review of condemnation order.

When the ~~Inspection Supervisor~~ electrical inspector condemns all or part of the electrical installation in any building, the owner, within five (5) days after receiving written notice from the ~~Inspection Supervisor~~ electrical inspector, may file a petition in writing for review of the action of the ~~Inspection Supervisor~~ electrical inspector to the chairman of the Board of Building Inspection in accordance with §4-26.

"Inspection Supervisor" was struck out and replaced with electrical inspector because of Wis. Stats. 101.875 (1).

Sec. 4-351. Liability for defects in work.

This article shall not be construed to relieve from or lessen the responsibility or liability of any party owning, operating, controlling or installing or repairing any electrical equipment for damages to anyone injured or any property destroyed by any defect therein. The City and its elected or appointed officials shall not be held as assuming any liability by reason of this article, the inspection authorized in this article, or the certificate issued.

DIVISION 2. LICENSE

Sec. 4-391. Required.

No person, either individually, as a member of a firm, or as an officer or employee of a corporation, shall conduct the business of electrical wiring, electrical construction or contracting, unless such person has a license as required by this division § 101.862. ~~No electrical work shall be done in the City without an electrical permit first being issued therefore by the Inspection Supervisor and paying the proper fee as provided in this division.~~

~~(a) Contractor's license. Before entering into a contract to install, alter or repair any electrical wiring, fixtures, devices or equipment or for any electrical work as defined in §4-341(1), such person shall be qualified and licensed as an electrical contractor. Each contractor shall have a full-time master electrician with a valid City license or a state master certificate in said contractor's full-time employment who shall apply for all permits and be in responsible charge of all work executed by the contractor.~~

~~(b) Master's license. Before any person shall be considered to be a master electrician he must hold a current state master's certificate or he must hold a valid City of Appleton Master's Electrician license issued prior to November 1, 2001.~~

Changes to this section are because of Wis. Stats. 101.862.

Sec. 4-392. Exemptions.

As allowed under § 101.862 (4)(a), a residential property owner may perform electrical work in his own dwelling which he owns and occupies without a license as long as the work is being conducted in a single family dwelling. Electrical work performed on a residential property which is not a single family owner occupied dwelling will need to be performed by a licensed electrical contractor. The owner of the property must procure a permit prior to starting any electrical work.

~~(a) Employees of electrical, telephone, telegraph and railway utilities may perform the planning or superintending and installation, operation and maintenance of equipment and materials required for the operation of the business of such utilities without holding a license pursuant to this division, but when the employees perform the work on property or premises of others, except when making service~~

connections and installing and testing transformers, meters and other equipment ordinarily furnished by and remaining the property of the utility, they shall be licensed in the same manner provided for in this division.

(b) The operating engineers and their assistants in charge of power generating plants, prime movers and all auxiliary equipment, maintenance, repairs in the operation of the electrical equipment under their jurisdiction shall be exempt from the license requirements.

(c) A homeowner may personally wire his own single family dwelling without obtaining a license, but a permit must be procured and work inspected and approved in the same manner as for a licensed contractor. An owner must prove his competence to conform with all rules and regulations. For purposes of this section, homeowner means a person owning and occupying as his permanent address a single family dwelling.

Changes to this section were made to close a loop hole in the state law which did not restrict the homeowner to a single family dwelling. The state law made is possible for any homeowner of any dwelling to be able to perform work in his or her own dwelling that they occupied. This change will be consistent with our previous municipal code section 4-392 (c).

Sec. 4-393. Industrial electricians.

An industrial electrician need not be licensed while doing electrical work or maintenance that is limited exclusively to the plant or shop of his employer. An industrial electrician with a master's license and who is a full-time employee of a plant or shop may take permits for new electrical work.

Sec. 4-394. Issuance; term.

(a) Contractor's licenses shall be issued by the City to all qualifying persons subject to Wis. Stats. §101.87. Such license shall not be assignable or transferable. Application for a license shall be made to the Inspection Supervisor on forms furnished by him, and approved by an electrical inspector, who shall determine the fitness of the applicant for a license.

(b) All contractor's licenses shall be issued for one (1) year commencing on July 1 and expiring on the following June 30, unless sooner revoked. Existing master's licenses granted will exist for a continuous period unless sooner revoked.

Sec. 4-395. Fees.

Fees for licenses issued under this division shall be as approved by the Common Council and on file in the office of the Inspection Supervisor.

~~Sec. 4-396. Reserved.~~

~~Sec. 4-397. Revocation.~~

~~Any license issued under the provisions of this division may be revoked by the Inspections Supervisor if the licensee violates any ordinance or law relating to electrical work or the licensee is guilty of installing electrical construction which is a hazard to life or property. When a license is revoked, a new license shall not again be granted to the same licensee for a period of thirty (30) days nor until the licensee shall have corrected the faulty construction in accordance with the provisions of this article and has made application and paid the fees as required for the original license. The Inspections Supervisor shall have discretionary power to withhold the granting of a new license for cause for a period not to exceed six (6) months.~~

~~Secs. 4-398 393 – 4-415. Reserved.~~

DIVISION 3. PERMITS

Sec. 4-416. Application; issuance.

The Inspection Supervisor Department shall issue permits for all electrical installations to the master electrician licensed electrical contractor in charge for light, heat or power upon filing of proper application, which shall be made on forms furnished by the Director, and The permit application shall describe the nature of the work as well as such other information as may be required for inspection. Permits shall be issued prior to the start of any electrical work. No permit shall be required for repairs necessary for the proper maintenance of an existing installation. Electrical permits are required for demolition of any part of an electrical system. The ~~Inspection Supervisor~~ electrical inspector may require the applicant to furnish additional plans and specifications covering the work to be done in addition to the items that are required in (a) and (b) of this section.

(a) A photometric study:

For commercial and industrial projects where emergency lighting is required, modified or where exit paths have changed, a photometric plan is required. Illumination levels shall be noted on the study using the point-to-point method having a maximum spacing of two feet on center.

(b) Photovoltaic (PV) Systems:

Requirements as listed in the "Photovoltaic System Permit Requirements" handout

Master electrician was replaced with licensed electrical contractor because we are issuing the permit to the entity not the person. Through Wis. Stats. 101.862 (3) a master electrician is required to be responsible for the work at all times.

Sec. 4-417. Exemption for industrial electricians, Reserved

Electrical work performed by an industrial electrician in the plant or shop of his employer, where such electrical work does not involve a service charge, or work in a new or remodeled building requiring plan approval by the State Department of Safety and Professional Services, Wisconsin Administrative Code SPS §350.10, is exempt from the electrical permit requirement.

This exemption is covered under Wis. Stats. 101.875 (2).

Sec. 4-418. Electrical fees.

(a) **Generally.** Permit fees for the installation of wiring and electrical equipment shall be as provided in this section.

(b) **One- and two-family dwellings.** The amount of the permit fee for one- (1-) and two- (2-) family dwellings (new construction and additions) shall be on file in the Office of the City Clerk.

(c) **Multiple-family buildings.** The amount of the permit fee for multiple-family buildings (new construction and additions) shall be on file in the Office of the City Clerk.

(d) **Commercial or industrial buildings.** For commercial or industrial buildings (new construction and additions) and alterations to all existing buildings, the amount of the permit fees shall be on file in the Office of the City Clerk.

(e) **Change of service.** The fee for change of service shall be on file in the Office of the City Clerk.

(f) Photovoltaic (PV) Systems. The fee for a PV system shall be on file in the Office of the City Clerk.

This section added because in the past years we have had an increase in these types of installations. These systems are specialized and require more time to do a plan review and site inspection than our other type of inspections. That alone would justify a fee schedule separate from the rest of the electrical installations.

(f)(g) Penalty for commencing work without permit. The fee for installation of wiring or electrical equipment without a permit shall be triple the permit fee prescribed in this section when a permit is obtained. Payment of any fee mentioned in this subsection shall in no way relieve any person of the penalties that may be imposed for violation of this Article.

(g)(h) Reinspection. A thirty-five dollar (\$35.00) call back inspection fee may be charged each time a reinspection is necessary due to failure to correct, faulty, defective or incomplete work identified during a prior inspection.

Sec. 4-419. Use of license to obtain permit for another.

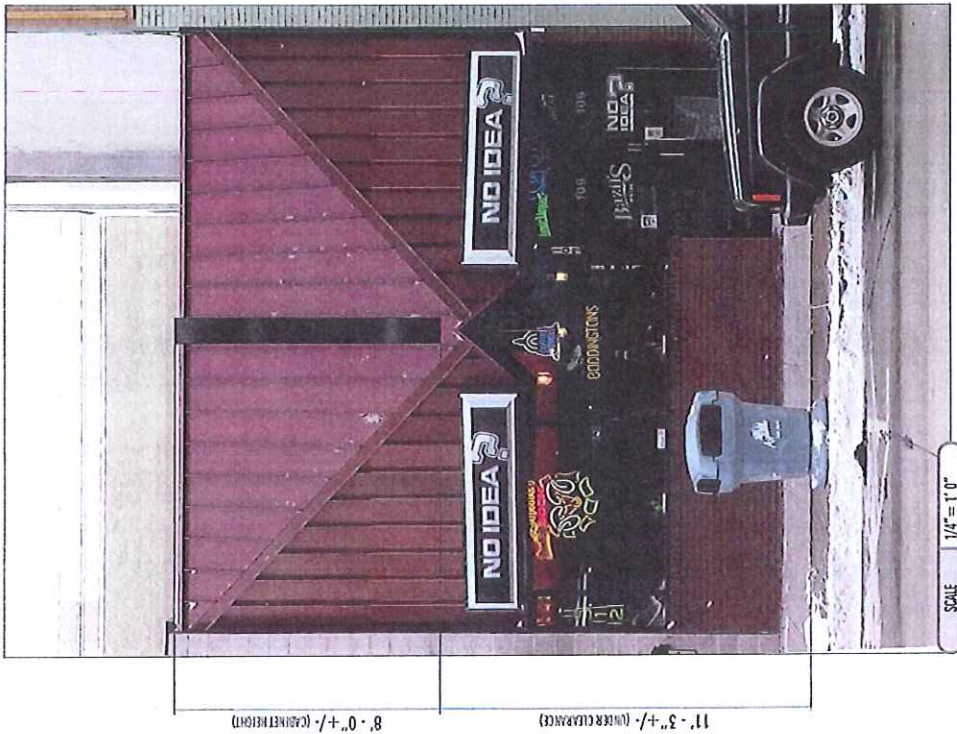
It shall be unlawful for any licensed electrical contractor or person with a master's license to allow the use of his said license, directly or indirectly, for the purpose of obtaining local electrical permits for others.

Sec. 4-420. Temporary installations.

On applying for an electrical permit for temporary work, a specified period of time for which such wiring is to remain in service must be stated. Service shall be cut off at the end of this period and shall not again be connected without written permission from the electrical inspector.

Secs. 4-421 – 4-435. Reserved.

LOCATION VIEW

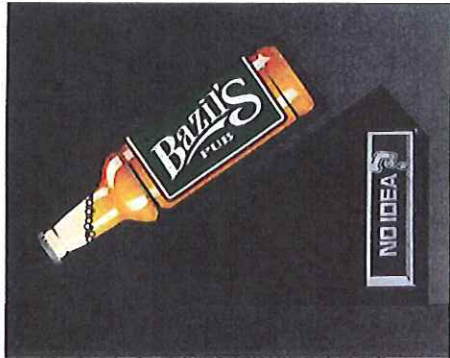


8'-0\"/>

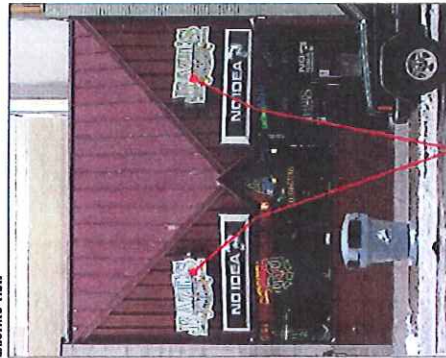
11'-3\"/>

SCALE 1/4\"/>

NIGHT VIEW

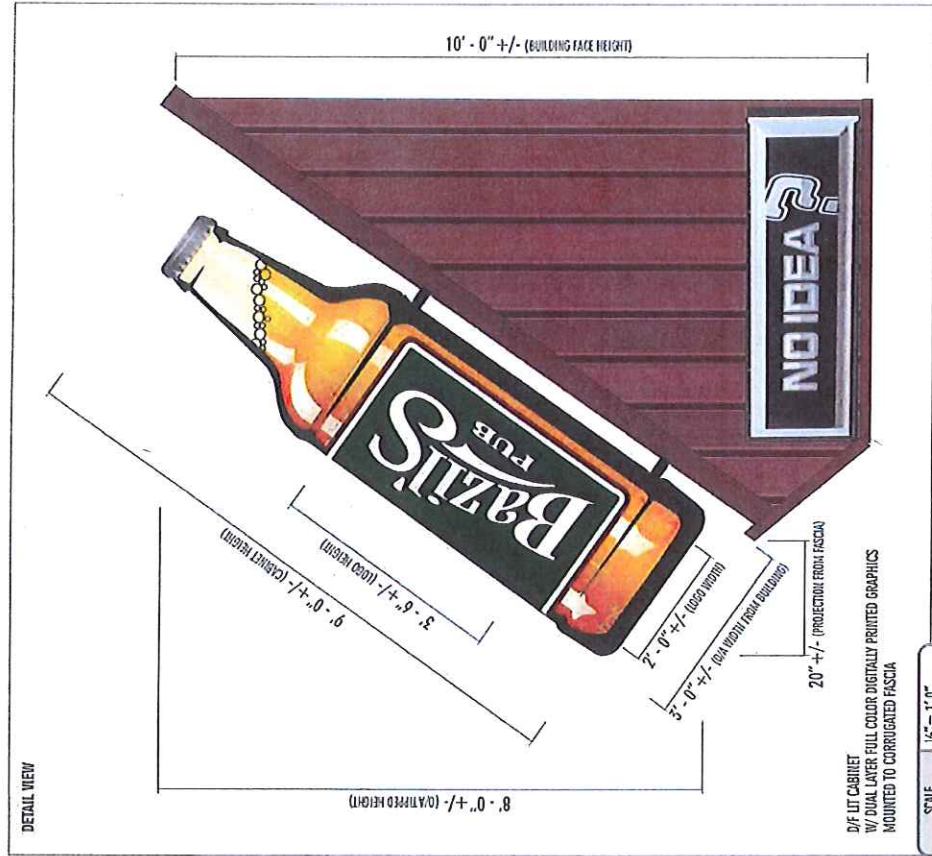


EXISTING VIEW



REMOVE AND DISPOSE OF EXISTING SIGN CABINETS

DETAIL VIEW



8'-0\"/>

9'-0\"/>

3'-6\"/>

2'-0\"/>

3'-0\"/>

20\"/>

D/F LIT CABINET
W/ DUAL LAYER FULL COLOR DIGITALLY PRINTED GRAPHICS
MOUNTED TO CORRUGATED FASCIA

SCALE 1/2\"/>

AppletonSIGN
CORPORATE
4000 Holly Road Neenah, WI 54956
PH: 920.734.1601 FAX: 920.734.1622
www.AppletonSIGN.com

OPT. #3

CONCEPTUAL DESIGN FOR UPDATED LIT WALL MOUNT SIGN

CLIENT: BAZIL'S	CLEAN ART REQUIRED?	CLIENT SIGNATURE:
STREET ADDRESS: 199 W COLLEGE AVE	FIELD SURVEY REQUIRED?	
CITY / STATE: APPLETON, WI	COLOR APPROVAL REQUIRED?	
SCOPE: WALL MOUNT SIGN		
DATE: 1/14/15		
SALES: JASON TURKOW	DISCLAIMER:	
DESIGNER: MIKE FRASSETTO		

8389 (PAGE)

BY SIGNING THIS DOCUMENT, YOU ARE AGREEING TO ALL SPECIFICATIONS AND SCOPE OF WORK DESCRIBED ON THIS DRAWING & THE PROPOSAL MATCHING THE DESIGN ID #. PRODUCTION OF THIS PROJECT WILL NOT BE ALLOWED WITHOUT A SIGNATURE.

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Paula Vandehey

From: Josh Turkow <josht@appletonsign.com>
Sent: Tuesday, February 10, 2015 11:04 AM
To: Kurt Craanen
Subject: RE: Bazils

11'3" to the bottom of the sign – 19'3" to the top of the sign.

Josh

From: Kurt Craanen [mailto:Kurt.Craanen@Appleton.org]
Sent: Tuesday, February 10, 2015 10:08 AM
To: 'Josh Turkow'
Subject: RE: Bazils

Josh:

What is the height of this sign from grade? If you included this, I missed it.

From: Josh Turkow [mailto:josht@appletonsign.com]
Sent: Tuesday, February 10, 2015 10:05 AM
To: Kurt Craanen
Subject: RE: Bazils

Hi Kurt-

Attached is an updated rendering with the measurements you are looking for. I will be sending you an update of the alternative rendering that will also be required to go to council as soon as I have it ready with those additional measurements.

I would like to request a street occupancy permit for the 2/24 meeting date.

Please let me know if you need to see anything else on this.

Thanks,

Josh Turkow, Sr. Account Manager

JoshT@appletonsign.com | <http://www.appletonsign.com>

Cell: 920.378.3490 | **Direct:** 920.560.6833 | **Main:** 920.734.1601 | **Fax:** 920.734.1622

Corporate Office: 2400 Holly Rd, Neenah, WI 54956

www.AppletonSIGN.com    

• PYLONS • CHANNEL LETTERS • MONUMENTS • LOGO DESIGN • CUSTOM NEON • VEHICLE GRAPHICS • ELECTRONIC MESSAGE CENTERS •
AWNINGS • BANNERS & DECALS • ADA SIGNS • ROUTED & ENGRAVED • SERVICE & REPAIR •

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Effective Date: 10-15-2014

GUIDELINES for Signs in the Street Right-of-Way

These guidelines have been established to determine which signs may be administratively approved to be installed within the street right-of-way. Requests for signs not meeting these requirements will be denied. Appeals will be to the Common Council through the Municipal Services Committee.

GROUND SIGNS

No ground signs may be installed within the street right-of-way.

PROJECTING SIGNS/AWNINGS

Projecting signs meeting the following criteria may be administratively approved to be installed within the street right-of-way:

1. Minimum clearance of 10 feet between the bottom of the sign and the normal grade.
2. Maximum projection of 4 feet into the street right-of-way.
3. Maximum size of sign within the street right-of-way is 35% of the wall size abutting the street frontage, or 350 square feet, whichever is less.
4. Maximum size of a changeable copy sign within the street right-of-way is 48 square feet.

BANNERS

See Banner Policy

SANDWICH BOARD SIGNS

See Sandwich Board Sign Policy



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

DEPARTMENT OF PUBLIC WORKS - Engineering Division

MEMO

TO: Members of the Municipal Services Committee
FROM: Ross Buetow, Deputy Director of Public Works
SUBJECT: 2015 Aerial Imagery/LiDAR Contract Award
DATE: February 17, 2015

In 2006, the Common Council approved a ten-year agreement between the City and Quantum Spatial (a.k.a. Aerometric, Incorporated) for orthophotography and mapping services, with specific scopes of services and their related contracts to be approved on an annual basis. At the end of 2015, we will have reached the end of the originally approved contract term. To date, Quantum Spatial has provided a very high level of quality technical services and the City has been very satisfied with our professional relationship.

For our 2015 project, we are requesting approval for all necessary field work (i.e. flights, ground control and aerial imagery) to obtain complete LiDAR (*Light Detection and Ranging*) data coverage for all of Appleton (see attached Figure 1). In addition to the field work described above, the project scope also includes the creation of 1-foot contour maps prepared to USGS map accuracy standards along with tree height classifications for the entire city. The LiDAR process will essentially provide a complete three-dimensional point cloud representation of the City's ground surface, which can be used by City Engineering and GIS staff for numerous subsequent stormwater and mapping applications. We are able to pursue the LiDAR project in 2015 because the City's GIS staff has already obtained updated 2014 Digital Orthophotos from Outagamie and Calumet Counties late last year.

We are hereby requesting to award the 2015 Aerial Imagery/LiDAR Contract to Quantum Spatial in an amount not to exceed \$50,000 (our approved 2015 budget amount), based on the attached scope of services provided by Quantum Spatial.

Thank you for your consideration.



4020 Technology
Parkway
Sheboygan, WI 53083
P: 920.457.3631
F: 920.457.0410
quantumspatial.com

February 13, 2015

Mr. Ross M. Buetow, Deputy Director
City of Appleton, Department of Public Works
100 North Appleton Street
Appleton, Wisconsin 54911

Re: 2015 Light Detection and Ranging Data Collection and Processing Program

Dear Mr. Buetow:

During the recent past we have met to discuss a program for development of Professional Terrain Surface Development. Participating in these discussions were members of your staff interested in elements of this proposed project.

It has been determined the project will be developed based upon the criteria associated with the United States Geological Survey LiDAR Base Specification Version 1.1 This document supercedes the previous FEMA specifications. The final contours will be processed to meet National Map Accuracy Standards.

This correspondence will summarize our offering, based upon the discussions conducted at your office on January 28, 2015. During our meeting we jointly identified a base project which will result in deliverables which will include:

- 1) City-wide collection of Light Detecting and Ranging (LiDAR) data sets to facilitate terrain surface processing and contour development.
- 2) Completion of the appropriate field surveying procedures to develop accuracy testing check points to confirm the final terrain surface data to be developed in conjunction with final LiDAR processing.

The project will be prepared with the appropriate reporting documentation developed for you. This means going forward, the project acquisition criteria will be accepted by USGS for use in High Accuracy Terrain Surface mapping.

Our approach recommends specific technologies that we believe are most appropriate, practical, cost effective, and advantageous to achieve the outcomes required by your office.

We propose to deploy our LiDAR sensor technology to collect laser point returns required for digital terrain model (DTM) surfaces, and contour data, as opposed to using a traditional photogrammetric method. The following correspondence will describe, in detail, the processes that we expect to undertake.

PROJECT AREAS

The graphic below and defined as Figure 1 is a representation of the LiDAR acquisition area and the corresponding flight lines to cover the project area. This includes the appropriate buffer to ensure complete coverage of the project. Additionally, Table 1 details the flight parameters.

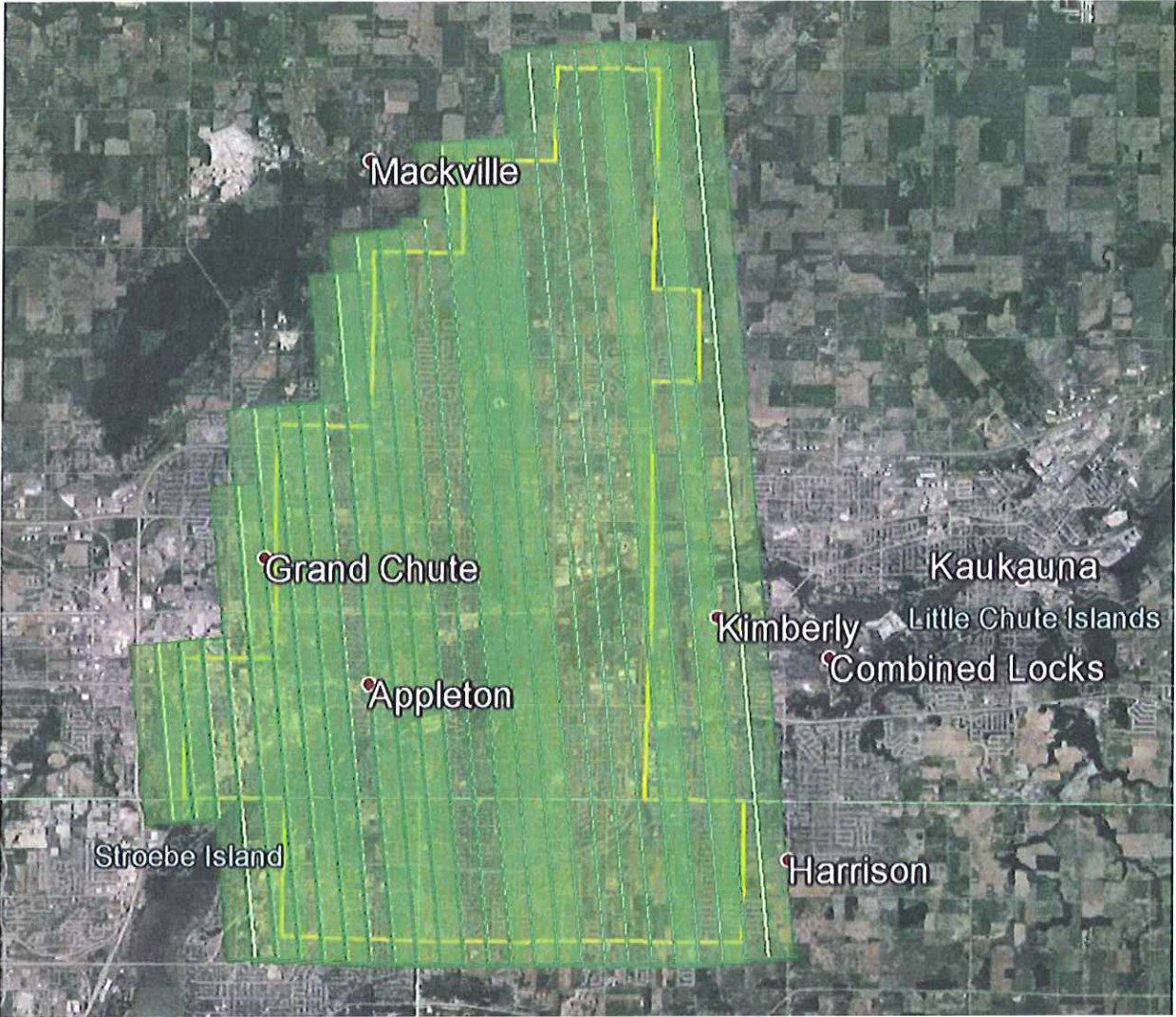


Figure 1: Project area and flight lines overlaid on project area

Winnebago		
	Base	
Flight altitude (AGL)		1600 meters
Rep Rate		350.2 KHZ
Scan frequency		64.41 Hz
Scan half angle		15 degrees
Air Speed		140-160 knots
Scan full angle		30 degrees
Swath width		857 meters
Overlap		50% side lap (100% overlap)
point density average		8 ppm (including overlap)
Required point density		5 ppm (single swath)
Anticipated Acquisitions		1
Line spacing		735.4 meters

Table 1: Collection Parameters

DIGITAL TERRAIN COLLECTION AND PROCESSING

During our discussions we have agreed that Light Detection and Ranging (LiDAR) is the most appropriate technology and method to achieve your elevation data objectives. Airborne LiDAR uses advanced laser technology to measure elevation, with each light pulse return registered precisely in space. LiDAR technology offers the most accurate, expedient, and cost effective way to capture wide-area elevation information to support the creation of highly detailed digital terrain models (DTMs).

LiDAR data sets contain vast amounts of information. The data is 100 % digital from the point of capture and may be directly processed to produce service items such as detailed bare-earth elevation models, contour maps, DTM and TIN data sets, breakline data, three-dimensional topographic images, and more. All of the topographic deliverables that you may require can be reliably and efficiently generated through the LiDAR project approach we are proposing.

We would utilize one of our four Leica ALS-70HP LiDAR sensors for your program. These systems are extremely accurate and capable of providing data well within your accuracy requirements. The Leica ALS -70HP, although capable of operating at 500 kHz, will operate at 350 kHz for this project as indicated in Table 1. This system uses spit-beam and multi-pulse technology to improve the point density and accuracy. The system is capable of identifying up to seven returns for a single pulse. Additionally, the beam divergence on this system creates a pulse footprint of about 10 to 17 cm in diameter when it enters a vegetation canopy. This greatly improves the probability of a pulse reaching the ground. This is especially important in areas of vegetation and tall trees. Not all systems do this.

Our Leica LiDAR system also includes a real-time flight planning, flight tracking, navigation, and acquisition system, with built-in QA/QC. Our LiDAR system contains a Global Positioning System (GPS) receiver, as well as an Inertial Measuring Unit (IMU). These highly accurate measuring tools provide the essential LiDAR positions and orientations necessary to develop the data to intermediate products and final deliverables.

We have determined the altitude that is best suited for your deliverables and accuracy given the City of Appleton's local geographic conditions. This has been calculated at approximately 1,600 meters AMT (Above Mean Terrain) as indicated in the table. The prescribed LiDAR mission would consist of 26 north-south passes. Additional perpendicular flight lines would be flown for validation and calibration.

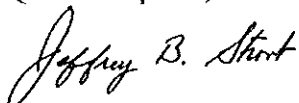
FEE ESTIMATES

The fee for LiDAR data capture and processing point cloud status, DTM, break line, 3D contour QC testing, FOCUS Report development, and tree height classification for the 34.8 square mile area will be \$50,000. We anticipate all services shall be completed and delivered not-later-than December 15, 2015.

We trust this proposed scope of **Professional Photogrammetric Survey services** is in accordance with our discussions and your expectations. We look forward to the opportunity to again provide our services for the City of Appleton.

As always, should you have any questions please do not hesitate to contact me at your convenience. Please contact me at 920-457-3631.

Sincerely,
Quantum Spatial, Inc.



Jeffrey B. Stroub, CP, RLS, PPS, SP
Vice President Business Development
Appleton_WI_2015_LiDAR.doc



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

To: Municipal Services Committee
From: Eric S. Lom, City Traffic Engineer
Date: February 5, 2015
Re: Parking changes on Matthias St near the former St. Bernadette's School

On the section of Matthias Street between Lourdes Drive and Bona Avenue there are a number of parking restrictions on both sides of the street, many of which (but not all) are enforced during school hours only. According to our records, these restrictions were put into place (and subsequently changed) over the past 25 years or so in response to concerns raised by adjacent homeowners. Their concerns stemmed from parking that was generated by the St. Bernadette's campus.

Because there is no longer a school in operation at St. Bernadette's, there should no longer be a need for any school-based restrictions on the adjacent portion of Matthias Street. It's worth noting that in the place of the former school is a peer-run rehabilitation center, which should generate little or no on-street parking.

Based on this, the Traffic Section recently removed the school-related parking restrictions for a 90-day trial. We have received no feedback from the neighborhood and we have observed no problems. As such, we recommend keeping the changes.

To accomplish this, the following ordinance action is required:

1. **Repeal Ord. 05-06:** "Parking be prohibited on the west side of Matthias Street from Lourdes Drive to a point 310 feet south of Lourdes Drive."
2. **Repeal Ord. 05-07:** "Parking be prohibited, except for 7:30 a.m. to 4:30 p.m. on school days, on the west side of Matthias Street from a point 310 feet south of Lourdes Drive to a point 490 feet south of Lourdes Drive."
3. **Repeal Ord. 05-09:** "Parking be prohibited from 7:30 a.m. to 4:30 p.m. on school days, on the east side of Matthias Street from a point 250 feet south of Lourdes Drive to a point 495 feet south of Lourdes Drive."
4. **Repeal Ord. 05-08:** "Parking be prohibited on the west side of Matthias Street from a point 490 feet south of Lourdes Drive to a point 130 feet north of Bona Avenue."



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

To: Municipal Services Committee
From: Eric S. Lom, City Traffic Engineer
Date: February 5, 2015
Re: Traffic-related ordinance changes for the Badger Av. Reconstruction Project
(Wisconsin Av to Packard St)

The Badger Avenue reconstruction project (Wisconsin Avenue to Packard Street) will be taking place this construction season. This memo addresses the parking and traffic restrictions that are necessary to implement the Council-approved roadway plans.

To accomplish this, the following ordinance action is required:

1. **Create:** "Parking be prohibited on the west side of Badger Avenue from Wisconsin Avenue to Packard Street."
2. **Create:** "Parking be prohibited on the east side of Badger Avenue from Mason Street to a point 435 feet northwest of Packard Street as measured along the centerline of Badger Avenue."
3. **Create:** "Parking be prohibited on the east side of Badger Avenue from a point 610 feet northwest of Mason Street to a point 680 feet northwest of Mason Street as measured along the centerline of Badger Avenue."
4. **Create:** "No Parking/Loading Zone from 7 a.m. to 9 a.m. and from 2 p.m. to 9 p.m. on school days on the east side of Badger Avenue from a point 385 feet southeast of Schneider Place to a point 500 feet southeast of Schneider Place as measured along the centerline of Badger Avenue."
5. **Create:** "Ten-minute parking be designated from 7 a.m. to 4 p.m. on school days on the east side of Badger Avenue from a point 40 feet southeast of Schneider Place to a point 140 feet southeast of Schneider Place as measured along the centerline of Badger Avenue."
6. **Create:** "Parking be reserved for vehicles displaying the Wisconsin State Handicapped placard or Disable/Disabled Vet license plates on the east side of Badger Avenue from a point 22 feet northwest of Schneider Place to a point 75 northwest of Schneider Place."
7. **Create:** "Parking be prohibited on the east side of Badger Avenue from Summer Street to Wisconsin Avenue."



DEPARTMENT OF PUBLIC WORKS
Engineering Division – Traffic Section
2625 E. Glendale Avenue
Appleton, WI 54911
TEL (920) 832-5580
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To: Municipal Services Committee
From: Eric S. Lom, City Traffic Engineer
Date: February 6, 2015
Re: Traffic-related ordinance changes for the Ballard Rd / Ashbury Dr Intersection Improvement Project

The Ballard Rd / Ashbury Dr intersection improvement project will be taking place this construction season. This memo addresses the parking and traffic restrictions that are necessary to implement the Council-approved roadway plans.

To accomplish this, the following ordinance action is required:

1. **Create:** "Stopping, standing and parking be prohibited on Ashbury Drive from Ballard Road to a point 810 feet east of Ballard Road."
2. **Create:** "Remove stop signs on Ashbury Drive at Ballard Road."
3. **Create:** "Install a traffic signal at the intersection of Ballard Road and Ashbury Dr."



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

To: Municipal Services Committee
From: Eric S. Lom, City Traffic Engineer
Date: February 5, 2015
Re: Traffic-related ordinance changes for the Glendale Av. Reconstruction Project
(Ballard Road to Roemer Road)

The Glendale Avenue reconstruction project (Ballard Road to Roemer Road) will be taking place this construction season. This memo addresses the parking and traffic restrictions that are necessary to implement the Council-approved roadway plans.

To accomplish this, the following ordinance action is required:

1. **Create:** "Parking be prohibited on the south side of Glendale Avenue from Ballard Road to a point 330 feet east of Ballard Road."
2. **Create:** "Parking be prohibited on the south side of Glendale Avenue from Roemer Road to a point 30 feet west of Roemer Road."
3. **Create:** "Parking be prohibited on the south side of Glendale Avenue from a point 220 feet west of Roemer Road to a point 260 feet west of Roemer Road."
4. **Create:** "Parking be prohibited on the north side of Glendale Avenue from Roemer Road to a point 360 feet west of Roemer Road."
5. **Create:** "Parking be prohibited on the north side of Glendale Avenue from Ballard Road to a point 575 feet west of Roemer Road."



REPORT TO CITY PLAN COMMISSION

Plan Commission Informal Public Hearing Date: February 9, 2015

Common Council Public Hearing Date: March 4, 2015

Item: Zoning Ordinance Text Amendment – Sections 23-22 and 23-504
Definition for the term “Canopy”

Case Manager: Don Harp

BACKGROUND

At the November 24, 2014 Plan Commission meeting, the Commission approved Resolution #32-R-14/Lobner that directed staff conduct a review of the relevant sections of the Zoning Code, clarify the definition of “canopy” to include or not include structures covering gas pumps, and recommend any other related changes it deems necessary. The Common Council also approved this Resolution at their December 3, 2014 meeting.

At the January 12, 2015 Plan Commission meeting, the Commission reviewed and discussed the definition of “canopy” proposed by staff and directed staff to schedule an Informal Public Hearing at the February 9, 2015 Plan Commission meeting.

PROPOSED TEXT AMENDMENTS

Repeal: Section 23-22 Words and terms defined. **Canopy** means a temporary structure constructed of fabric or pliable material supported by any manner except by air or the contents that it protects.

Repeal: Section 23-504 Definitions and interpretation. **Canopy.** A rigid frame structure that extends outward from an entrance to a building.

Create: Section 23-22 Words and terms defined. **Canopy** means a structure constructed of fabric or pliable material, metal, wood, brick or other material, consisting of a roof and supported by columns or stanchions, not enclosed, attached or unattached to a building. Examples of canopies include, but are not limited to, gas pump canopies at gasoline stations, canopies associated with a temporary use, drive-through canopies at banks, pharmacies and restaurants.

Illustration examples of the proposed definition term for “Canopy”



RECOMMENDATION PENDING PUBLIC HEARING TESTIMONY:

Repeal the definition of “Canopy” in Sections 23-22 and 23-504 of the Zoning Ordinance and create the definition of “Canopy” in Section 23-22 identified below, **BE APPROVED.**

Canopy means a structure constructed of fabric or pliable material, metal, wood, brick or other material, consisting of a roof and supported by columns or stanchions, not enclosed, attached or unattached to a building. Examples of canopies include, but are not limited to, gas pump canopies at gasoline stations, canopies associated with a temporary use, drive-through canopies at banks, pharmacies and restaurants.



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LEGAL SERVICES DEPARTMENT

Office of the City Attorney

100 North Appleton Street

Appleton, WI 54911

Phone: 920/832-6423

Fax: 920/832-5962

TO: Members of the Appleton Redevelopment Authority

FROM: Christopher R. Behrens, Deputy City Attorney

DATE: February 5, 2015

RE: Modifications to Appleton Redevelopment Plan No. 21 (Union Square Apartments)

Members of the Redevelopment Authority:

Appleton Redevelopment Project Plan No. 21 encompasses the area that is currently being redeveloped into the Union Square Apartments complex. The redevelopment of this area is addressed in Appleton Redevelopment Project Plan No. 21 which was adopted back in 2007. More recently, you will recall that this plan area was rezoned to accommodate the Union Square development.

The previously-approved Appleton Redevelopment Project Plan No. 21 now requires updates to reflect these recent zoning changes. While this is primarily an administrative function, it still requires action by the Redevelopment Authority, Plan Commission and Common Council before we can prepare and file the modifications to the Plan.

Based on the above, staff is requesting that ARA, Plan Commission and Council approve the preparation and filing of a modification to Appleton Redevelopment Project Plan No. 21 to reflect recently-approved zoning changes to the plan area.

Thank you.

CRB:jl

**RESOLUTION
CITY OF APPLETON – APPLETON REDEVELOPMENT AUTHORITY**

**ADOPTION OF A MODIFICATION TO
APPLETON REDEVELOPMENT PROJECT PLAN NO. 21**

WHEREAS, on or about October 3, 2007, Appleton Redevelopment Project Plan No. 21 (ARP #21) was adopted pursuant to §66.1333, Stats.

WHEREAS, certain portions of the project plan area were designated for Single/Two Family zoning as more particularly identified by plan maps including, but not limited to, Map 2 – Proposed Land Use.

WHEREAS, the City Plan Commission and Common Council on November 11, 2013 and December 18, 2013, respectively, after following all statutorily required notification processes and conducting public hearings, approved amending the Comprehensive Land Use Map (Amendment #14-13) to change the future land use designation on the subject site from One- and Two-Family Residential designation to R-3 Multi-family District.

WHEREAS, on July 21, 2014 and August 20, 2014, following all statutorily required notification processes, public hearings were conducted by the City Plan Commission and Common Council respectively to rezone the subject property to PD/R-3 Planned Development Multi-family District and said rezoning was approved by the Common Council on September 3, 2014.

WHEREAS, ARP #21 requires an amendment to reflect that areas previously designated Single/Two Family within the plan shall now be designated PD/R-3 Planned Development Multi-family District.

WHEREAS, the public was properly notified of the proposed zoning changes to the subject property in both 2013 and 2014 and multiple public hearings were also held regarding these changes such that requirements in Wis. Stat. §66.1333(11) were substantially complied with.

NOW THEREFORE, BE IT RESOLVED that a Project Plan Modification to Appleton Redevelopment Project Plan No. 21 be prepared to reflect the current zoning of the plan area and then filed with the original project plan.

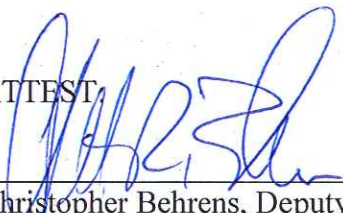
Adopted this 11 day of February, 2015.

Appleton Redevelopment Authority

By: _____

Edward Klug, Chair

ATTEST



Christopher Behrens, Deputy City Attorney

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REPORT TO CITY PLAN COMMISSION

Plan Commission Meeting Date: February 23, 2015

Common Council Meeting Date: March 4, 2015

Item: Preliminary Plat - Second Addition to Emerald Valley

Case Manager: Don Harp

GENERAL INFORMATION

Owner/Applicant: Robert DeBruin, Emerald Valley Estates, LLC – owner/applicant

Parcel #: Part of 31-1-7600-00

Petitioner's Request: The owner/applicant is proposing to subdivide property under a multi-phased approach.

BACKGROUND

Rezoning #11-14 to rezone the subject site from AG Agricultural District to R-1B Single-Family District was approved by the Common Council on February 4, 2015.

The Final Plat for the First Addition to Emerald Valley consisting of 3 residential lots was approved by the Common Council on June 2, 2010.

The Final Plat for Emerald Valley consisting of 50 residential lots was approved by the Common Council on June 6, 2007.

The subject property was annexed to the City in 2004 as part of the French Road Annexation, and a zoning classification of AG Agricultural District was assigned at that time. In 2005, a preliminary plat had been submitted for the overall property, which called for the creation of a total of 252 residential lots.

STAFF ANALYSIS

Existing Conditions: The portion of the lot to be subdivided is currently undeveloped and zoned R-1B Single-Family District. The area being platted for single family development is 14.178 acres which will be divided into 27 lots.

Zoning Ordinance Review Criteria: Lot development standards (Section 23-93) are as follows:

- Minimum lot area: Six thousand (6,000) square feet.
 - *The proposed lots range in size from 11,620 square feet to 41,984 square feet. All lots exceed this requirement.*
- Minimum lot width: Fifty (50) feet.
 - *The proposed lots range in width from 68 feet to 204 feet. All lots exceed this requirement.*

Preliminary Plat Second Addition to Emerald Valley

Page 2

February 23, 2015

- Minimum front, side and rear yard setbacks: Twenty (20) foot front yard on a local street; Twenty-five (25) front yard on an arterial street; Six (6) foot side yard; and Twenty-five (25) foot rear yard.
 - *Required front yard setback had been shown on the Preliminary Plat. Required setbacks will be reviewed through the building permit review process.*
- Maximum building height: Thirty-five (35) feet.
 - *This will be reviewed through the building permit review process.*
- Maximum lot coverage. Fifty percent (50%).
 - *This will be reviewed through the building permit review process.*

Compliance with the Appleton Subdivision Regulations: This subdivision complies with the Appleton Subdivision Regulations, and no variances have been requested.

Access and Traffic: The new vehicular access point to this phase is via Citrine Place and Bluetopaz Drive, which connects to Providence Avenue and then to Edgewood Drive. Citrine Place and Bluetopaz Drive will be designated as local streets with a 60 foot road right-of-way. The full 60 foot road right-of-way width of these public streets will be dedicated to the City with the Final Plat.

Surrounding Zoning and Land Uses: The surrounding area is under the jurisdiction of the City of Appleton (north, south, east and west) and Grand Chute (east). The uses are generally residential and agricultural in nature.

2010-2030 Comprehensive Plan: Community Development staff has reviewed this proposed subdivision and determined it is compatible with the One and Two-Family Residential uses shown on the City's 2010-2030 Comprehensive Plan Future Land Use Map.

Parks and Open Space: The Appleton Subdivision Regulations do require parkland dedication or fee in lieu for residential subdivisions. The parkland fees pursuant to Chapter 17 of the Appleton Municipal Code have been waived, in exchange for parkland as illustrated in the current Emerald Valley Development Agreement.

Technical Review Group Report (TRG): This item was discussed at the February 3, 2015 Technical Review Group Report meeting.

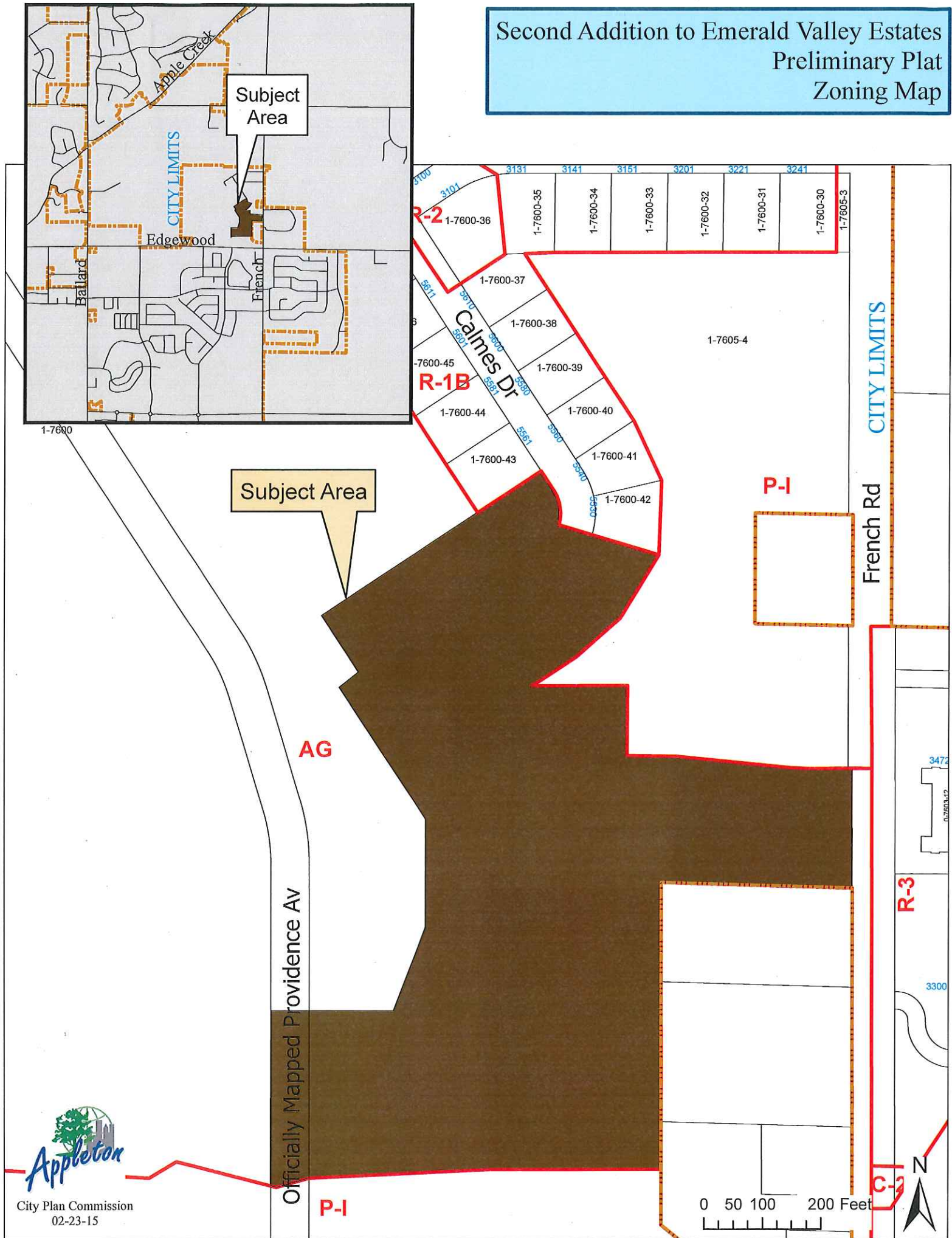
- **Fire Department Comments:** This development phase satisfies the second qualifying fire apparatus road which is required pursuant to the International Fire Code Section D107.

RECOMMENDATION

The Second Addition to Emerald Valley Preliminary Plat, **BE APPROVED** subject to the following conditions:

1. The owner/applicant shall submit to the City the Final Plat within 36 months after the last required approval of the Preliminary Plat. If the Final Plat is not submitted within said 36 months, the City (and any other approving authority) may refuse to approve the Final Plat and shall recommence the procedure for Preliminary Plat approval or may extend the time for submission of the Final Plat.
2. All easements, including but not limited to, water mains, sewer mains, storm sewers, and drainage shall be shown on the Final Plat to the satisfaction of the City Engineer.
3. A Development Agreement being made and entered into by and between the City of Appleton and the applicant/owner and any amendments related thereto prior to the issuance of any permit to commence construction of any public improvement.
4. Show a 25-foot front yard building setback line for Lot 59 on the Final Plat. The R-1B District requires a minimum 25-foot front yard setback on arterial streets.
5. All requirements from the City of Appleton Public Works Department, Engineering Division, shall be met to the satisfaction of the City Engineer prior to the City affixing signatures on the Final Plat.

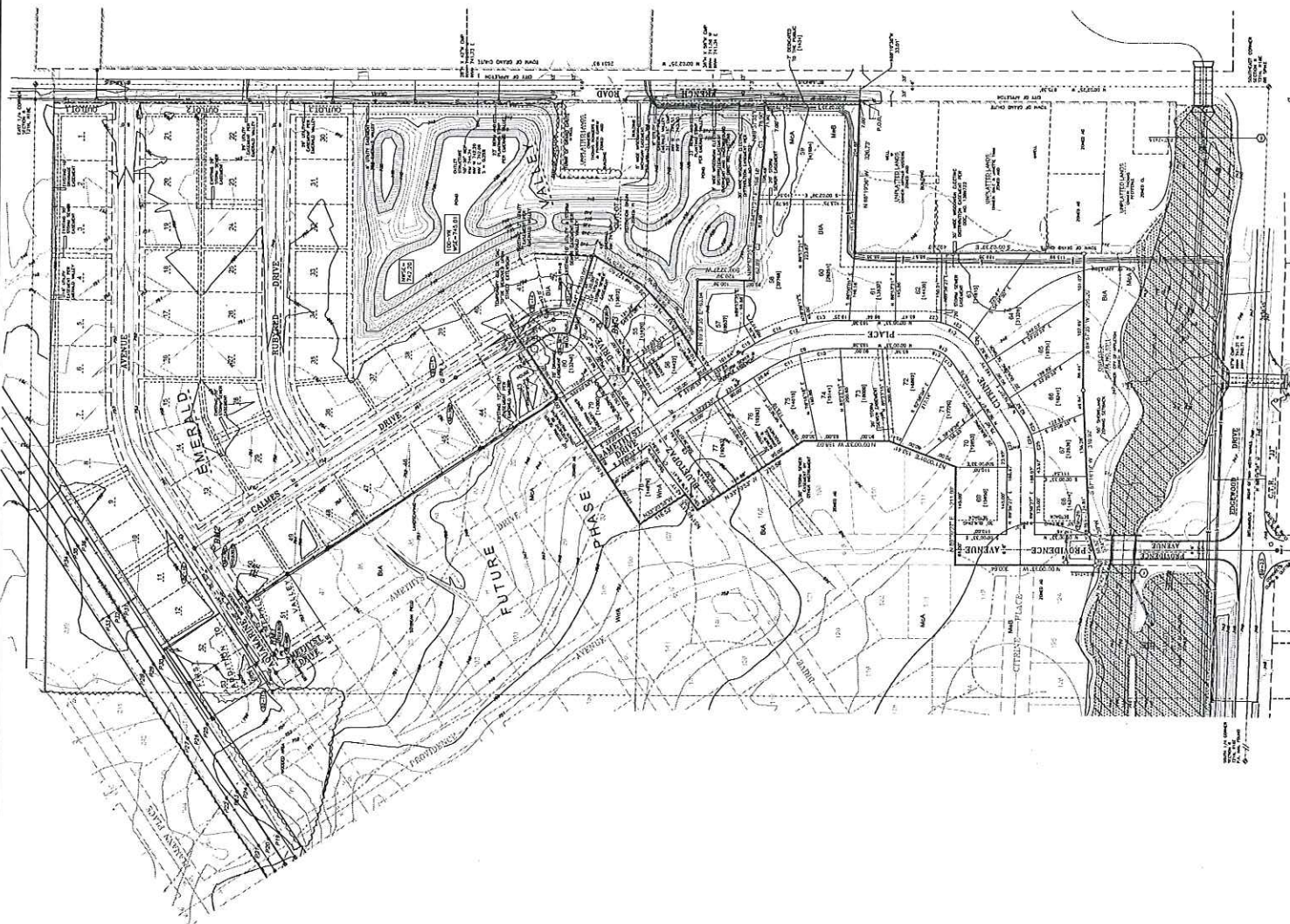
Second Addition to Emerald Valley Estates
Preliminary Plat
Zoning Map



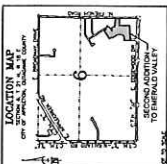
PRELIMINARY PLAT

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Martenson & Eiscle, Inc.
 Flushing - Surveying - Engineering - Architecture
 1377 Midway Road, Mechanicsville, WI 53052
 Phone (920) 731-0311 Fax (920) 731-0378
 www.martenson-eiscle.com
 info@martenson-eiscle.com



UNIT SCHEDULE DATA		COSTING UNIT SCHEDULE		UNIT SCHEDULE DATA	
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REPORT TO CITY PLAN COMMISSION

Plan Commission Meeting Date: February 23, 2015

Item: Municipal Boundary Line Adjustment Between the City of Appleton and the Village of Little Chute Pursuant to the Intergovernmental Cooperation Agreement

Common Council Public Hearing Meeting Date: March 4, 2015

Case Manager: Don Harp

STAFF ANALYSIS

Several years ago, the City purchased a seven (7) foot wide strip of land located along the east of French Road plus land for the Evergreen Drive and French Road roundabout so the City would have a wider right-of-way for future road enhancements and sidewalks. This land lies within the corporate limits of the Village of Little Chute and the Town of Grand Chute.

Amendments to the Intergovernmental Cooperation Agreement between the City of Appleton and the Village of Little Chute have been approved by both municipalities (see attached). Pursuant to the Agreement, the City and Village have agreed to adjust the corporate boundary line separating the City and the Village rather than detaching and annexing land by petition. As result of the approved amendments to the Agreement, the City corporate boundary line will shift to the eastern side of French Road and the Evergreen Drive and French Road roundabout south of the centerline of Evergreen Drive to reflect the land purchased by the City for road enhancements and sidewalks (see attached Exhibit map).

STATE STATUTE PROCESS REQUIREMENTS

- Both municipalities publish a class 1 notice and hold a public hearing on the Intergovernmental Cooperation Agreement at the Village Board and Common Council level and give notice to property owners immediately adjacent to the territory whose jurisdiction will change.
- Both municipalities approve the Intergovernmental Cooperation Agreement by adopting resolutions.
- A boundary change included in the Intergovernmental Cooperation Agreement shall be accomplished by the enactment of an ordinance by the governing body designated to do so in the agreement.
- Filing and recording requirements under State Statute Section 66.0217(9) apply.

Technical Review Group Report (TRG): This item was discussed at the February 3, 2015 Technical Review Group Report meeting. No negative comments were received from participating departments.

- In the future, the seven (7) foot wide strip of land located along the east side of French Road that lies within the Town of Grand Chute will be annexed to the City by petition.

Municipal Boundary Line Adjustment

Page 2

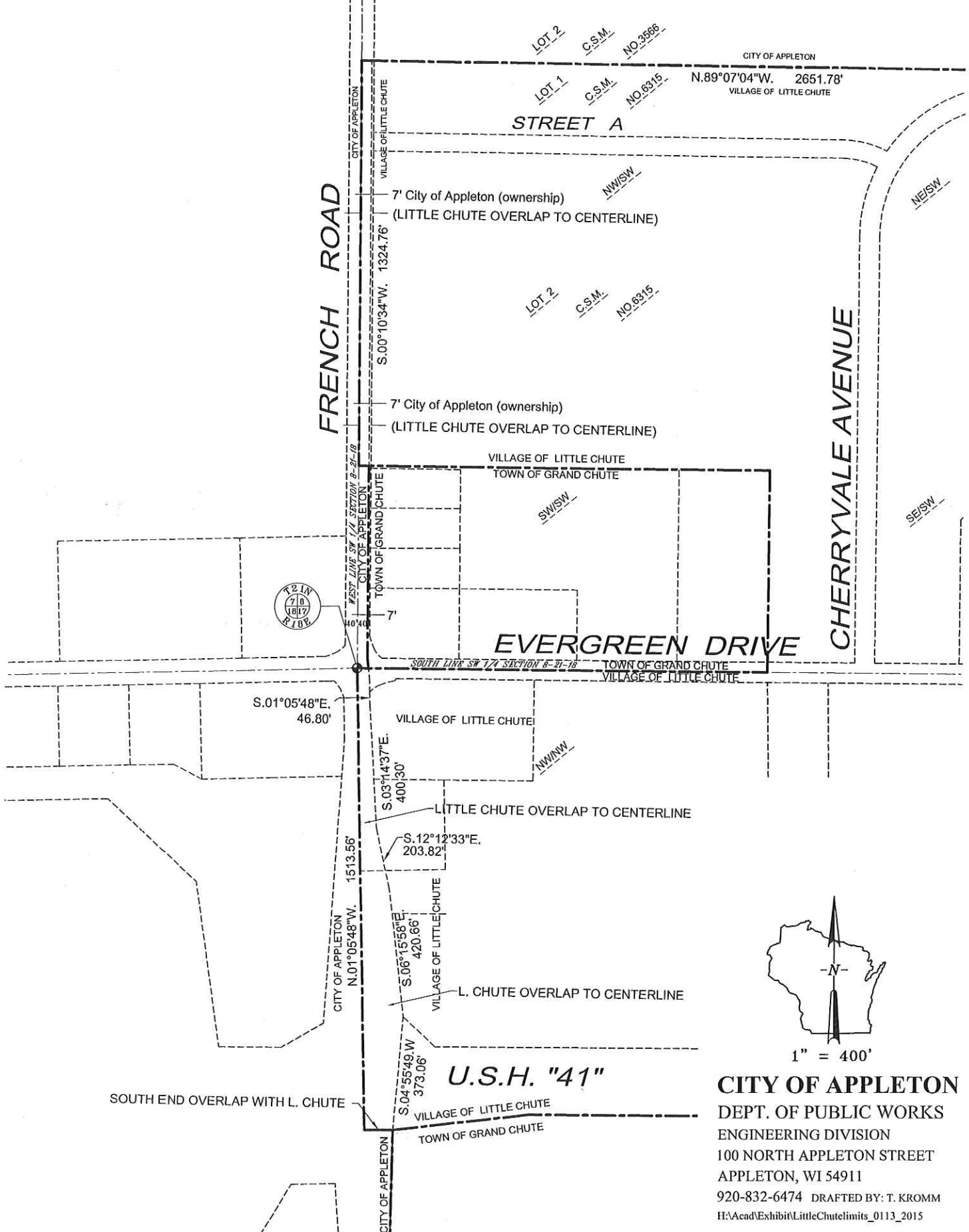
February 23, 2015

RECOMMENDATION

Staff recommends that the municipal boundary line between the City of Appleton and the Village of Little Chute be adjusted to reflect the boundary line shown on the attached map identified as EXHIBIT pursuant to the Intergovernmental Cooperation Agreement with the following stipulation:

1. The newly annexed area along the eastern side of French Road and the Evergreen Drive and French Road roundabout south of the centerline of Evergreen Drive, pursuant to Sec. 23-65(e), be assigned permanent zoning classification of P-I Public Institutional District and PD/C-2 Planned Development/General Commercial District pursuant to the attached Zoning Map.

EXHIBIT "A"



1" = 400'

CITY OF APPLETON

DEPT. OF PUBLIC WORKS

ENGINEERING DIVISION

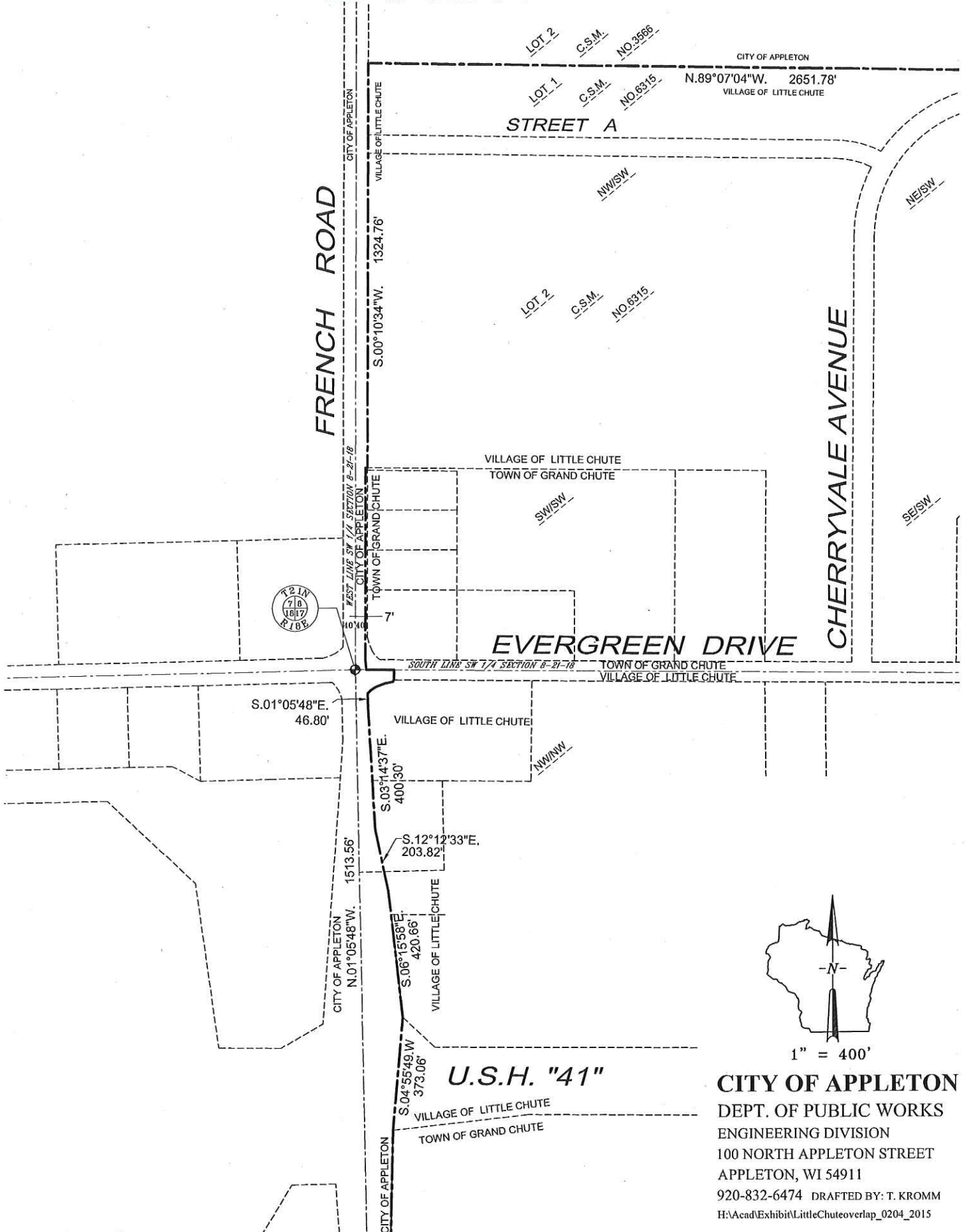
100 NORTH APPLETON STREET

APPLETON, WI 54911

920-832-6474 DRAFTED BY: T. KROMM

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EXHIBIT



1" = 400'

CITY OF APPLETON

DEPT. OF PUBLIC WORKS
ENGINEERING DIVISION

100 NORTH APPLETON STREET
APPLETON, WI 54911

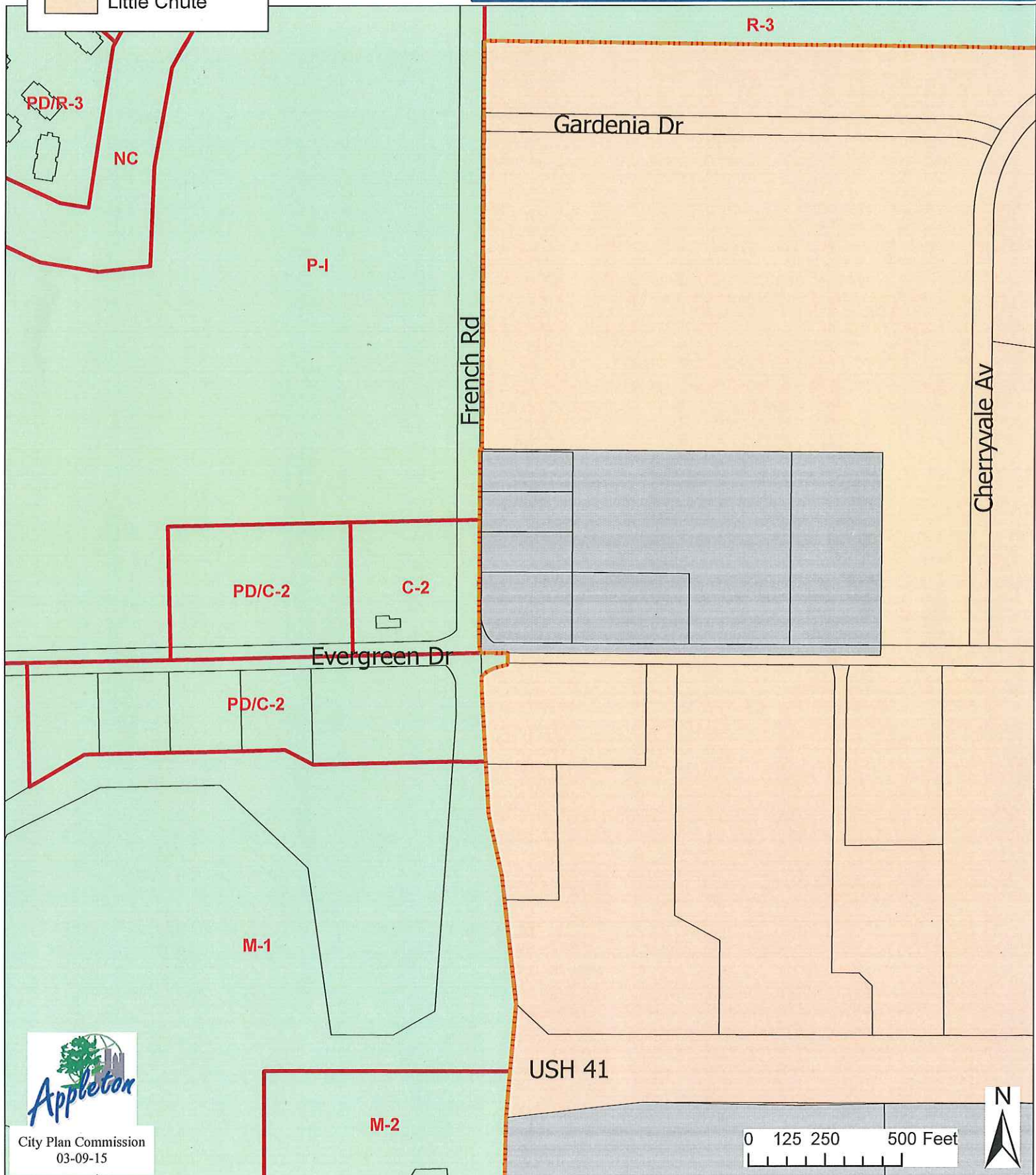
920-832-6474 DRAFTED BY: T. KROMM

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Intergovernmental Cooperation Agreement
to clarify the jurisdictional boundaries between
the City of Appleton and the Village of Little Chute
along the east side of French Road
Zoning Map

Legend

- Appleton
- GRAND CHUTE
- Little Chute



RECEIVED

JAN 23 2015

INTERGOVERNMENTAL COOPERATION AGREEMENT BETWEEN
VILLAGE OF LITTLE CHUTE AND CITY OF APPLETON
CITY OF APPLETON
COMMUNITY/ECON DEVELOPMENT

The Parties to this Intergovernmental Cooperation Agreement (hereinafter "Agreement") are the Village of Little Chute (hereinafter the "Village") and the City of Appleton (hereinafter the "City").

RECITALS

WHEREAS, the Village and the City are parties to an intergovernmental cooperation agreement dated April 1, 1996; and,

WHEREAS, the Village and the City wish to adjust the boundary line separating the Village and the City.

WHEREAS, a public hearing was held on this proposed Agreement by the Village on _____, 2015 and by the City on _____, 2015, and said public hearings were noticed in accordance with Wisconsin Statutes §66.0301(6)(c).

WHEREAS, following the public hearings above the Village adopted a resolution approving this Agreement on _____, 2015 and the City adopted a resolution approving this Agreement on _____, 2015 in accordance with Wisconsin Statutes §66.0301(6)(c).

WHEREAS, except as modified herein the intergovernmental cooperation agreement of April 1, 1996 continues in full force and effect, and this Agreement serves to clarify that 1996 Agreement in partial recognition that the City is assuming maintenance responsibility for French Road in the area affected by this Agreement.

NOW THEREFORE, the Village and the City hereby enter into an Intergovernmental Cooperation Agreement pursuant to the authority granted to them by Wisconsin Statutes §66.0301, on the following terms:

I. Term of Agreement. The Term of this Agreement shall be indefinite subject to the same termination provisions in paragraph 14 of the Boundary Agreement of 1996. The "Effective Date" shall be the later of 1) the first date that this Agreement is signed by an authorized representative of both Parties, or 2) if, for any reason, this Agreement does not or cannot become effective on the first date it is signed by an authorized representative of both Parties, it shall become effective on the first date thereafter that this Agreement may become effective under Wisconsin law.

II. Agreement Procedure. Prior to approving this Agreement by resolution, the Village and City has held public hearings in accordance with Wisconsin Statutes §66.0301(6)(c), and the Village and City provided notice of a pending agreement and public hearing by publishing a class 1 notice and by giving notice to each property owner affected by certified mail at least 20 days before the public hearing, in accordance with Wisconsin Statutes §66.0301(6)(c).

III. Apportionments of Assets and Liabilities. Unless stated herein, the apportionment of assets and liabilities between the Village and the City shall be determined pursuant to Wisconsin Statutes §66.0235.

IV. Adjustment to Boundary Line Between Village and City.

a. Prior to the Effective Date, the boundary line between the Village and City is/was as indicated in **Exhibit A**.

b. By this agreement, On or after the Effective Date, the Village and City hereby will alter the boundary line between the Village and City so that the boundary line between the Village and City becomes the lines between the Village and City reflected in **Exhibit B**.

c. On or after the Effective Date, the Village Board will adopt and file an ordinance to trigger the boundary line change in accordance with Wisconsin Statute §66.0301(6). Said ordinance shall be filed and recorded immediately (or as soon thereafter as reasonably possible) in accordance with Wisconsin Statute §66.0301(6), to effectuate the boundary line alternation between the Village and City.

d. The parties agree that the above required statutory procedures and corresponding boundary change made part of this Agreement shall be accomplished by March 1, 2015.

V. The Village and the City agree that providing planned access along French Road between CTH JJ and Evergreen Drive is in the interest of both municipalities for future planning, and accordingly the following conditions are made part of this Agreement it is agreed as follows:

a. That an access driveway shall be constructed from the parking lot on the west side of French Road serving the sports complex, which access shall be immediately across the street from the proposed intersection of Gardenia Street and French Road. The improved access for the parking lot shall be at the expense of the Village and constructed simultaneously with the construction of Gardenia Street. The location of Gardenia Street as currently platted is approved by the parties to this agreement.

b. The Village and the City agree that the Village will dedicate lots 5 and 6 in the Crosswinds Plat as dedicated street right-of-way at such time the development of adjacent land in the City north of this Plat indicates that to be the correct location for access to French Road from Gardenia Street. By _____, 2015, ~~December 31, 2014~~ this future street location will be placed upon these lots on the official map of the Village for such purpose. It is agreed the Village will cooperatively sell Lots 5 and 6 to the developer of the land adjacent to and north of the Village limits located in the City of Appleton at a price of \$48,000, if this location is identified as the street location for the development. The developer, as part of the cost, will agree to reimburse the Village for any repair costs necessary to Gardenia Street resulting from traffic by construction vehicles and equipment. The timing of the acquisition is undeterminable until said property is ready for development; however, if the owners of adjacent land in the City north of this Crosswinds Plat desire to use Lots 5 and 6 for public street access purposes to Gardenia Street, these owners shall purchase said lots from the Village on or before a date- eighteen (18) months following the date that 80% of the single family residential lots in the Crosswind Estates Plat (as described in subsection d. below) have single family homes constructed on them, whether or not sold, after which time such purchase rights will be deemed abandoned, so that the Village may sell these lots to Crosswinds Development, LLC or anyone else and such lots do not have to be used for road purposes.

c. The City and Village agree to cooperate to provide two access points in addition to Gardenia Street from the Village onto French Road, at locations mutually agreeable to both the City and the Village. It is agreed that one of these two access points is the driveway south of Gardenia Street for which the center line of the driveway will be located as shown on **Exhibit C** approximately 497.5 feet south of the center line of Gardenia Street. This access point is approved by the parties to this agreement. The second access point will be a safe distance north of Evergreen and is anticipated by both the City and Village to be best located on the east side of French Road directly across from a corresponding access point on the west side of French Road, but which locations are undeterminable until at least one of these properties utilizing such an access point are ready for development. The design of all three (3) access points shall be approved by the City of Appleton for appropriate acceleration/deceleration lands and turning radii.

d. **Crosswind Estates Plat.** The term "Crosswind Estates Plat" for purposes of the application of the 80% test in subsection b. above, includes that land comprised of Lots 1 through 98 (excluding Lots 5 and 6 which may be used for road purposes) in the Crosswind Estates Final Plat and Crosswind Estates Preliminary Re-Plat attached hereto as "Exhibit V.d."

VI. Modification. This Agreement may be modified by the mutual agreement of the Village and City.

VII. Construction of Agreement. Any court of competent jurisdiction that is interpreting and reviewing this Agreement, shall review it in the context that most favors enforceability. If a reviewing court interprets the statutes so as to require separate agreements for sharing of services under §66.0301(1-5) and boundary agreements under §66.0301(6), then a reviewing court shall read this Agreement as two separate Agreements, with one agreement addressing the issues addressed in §66.0301(1-5) and the other agreement addressing the issues presented in §66.0301(6). If, however, a reviewing court believes that this Agreement is most enforceable if interpreted as a single agreement, then it should interpret this Agreement as a single agreement.

The below-signed authorized individuals certify that this Intergovernmental Cooperation Agreement has been duly approved by their respective governing bodies in accordance with state and local laws, rules and regulations, and that each has caused their duly authorized officers to execute this Agreement on the dates written before their respective signatures.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

Dated this ____ day of _____, 2015.

Village of Little Chute

By: _____
Printed Name: _____
Title: _____

By: _____
Printed Name: _____
Title: _____

STATE OF WISCONSIN)
 : ss.
OUTAGAMIE COUNTY)

Personally came before me on this ____ day of _____, 2015, the
above-named _____ and _____, to
me known to be the persons who executed the foregoing instrument and acknowledge the
same.

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

Approved as to form:

Charles Koehler
Attorney for Village of Little Chute

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

Dated this ____ day of _____, 2015.

City of Appleton

By: _____
Timothy M. Hanna, Mayor

By: _____
Dawn A. Collins, City Clerk

STATE OF WISCONSIN)
 : ss.
OUTAGAMIE COUNTY)

Personally came before me on this ____ day of _____, 2015, the above-named Timothy M. Hanna, Mayor and Dawn A. Collins, City Clerk, to me known to be the persons who executed the foregoing instrument and acknowledge the same.

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

Approved as to form:

James P. Walsh, City Attorney

J:\Attorney\WORD\Agreements (General)\Boundary Agreements\Little Chute - Appleton -
Boundary Agreement - Cherryvale - Amendment - CK Redlined 01-08-15.doc

All of Lots 3 and part of Lot 4 of Certified Survey Map Number 60-12, recorded in Volume 60 of Certified Survey Maps, Page 6412, Document Number 2015-14, being part of Lots 1 and 2 and washed street 7' of Certified Survey Map 67-15, recorded in Volume 67 of Certified Survey Maps, Page 6335, Document Number 67-15, being located in part of the Southeast 1/4 of Section 14, Township 2N, Range 10S, and the Southeast 1/4 of the Southwest 1/4 of the Section 2, Township 2N, Range 10S, Village of Little Dixie, Outagamie County, Wisconsin.

[illegible][illegible]

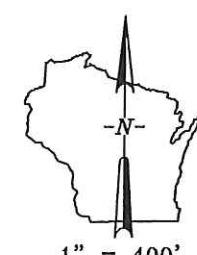
Robert E. Lee & Associates, Inc.
ENGINEERING, SURVEYING, ENVIRONMENTAL SERVICES
1750 CENTENNIAL CENTRE BOULEVARD
HOUSTON, TX 77055
PHONE: (713) 662-9541
FAX: (713) 662-9141
WWW: www.leeinc.com

FRENCH ROAD



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FRENCH ROAD


$$1'' = 400'$$

CITY OF APPLETON

DEPT. OF PUBLIC WORKS

ENGINEERING DIVISION

100 NORTH APPLETON STREET

APPLETON, WI 54911

920-832-6474 DRAFTED BY: T. KROMM

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PARKS, RECREATION & FACILITIES MANAGEMENT

 **Facilities & Grounds**
1819 E. Witzke Boulevard
Appleton, Wisconsin 54911-8401
(920) 832-5514 Fax (920)993-3103
www.appleton.org

Memorandum

To: Parks and Recreation Committee

From: Dean Gazza, Director, Parks, Recreation and Facilities Management Department

Date: February 25, 2015

Re: Action: Approval of 2015-2017 Agreement with the Supple Restaurant Group for Use of Vulcan Heritage Park Patio

In 2006, the City of Appleton executed a 3-year agreement with the Supple Restaurant Group for the use of the patio area at Vulcan Heritage Park. The agreement was renewed for 3-year terms in 2009 and 2012. The 2012 agreement expired in October 2014 and the Supple Restaurant Group has requested renewal of the agreement for use of the Vulcan Heritage Park patio for another 3 years.

The following identifies the basic components of an agreement reached with the Supple Restaurant Group based on the previous agreements:

- The Supple Restaurant Group will lease the patio area immediately west of Fratello's Riverfront Restaurant for a three-year period, 2015 – 2017.
- The Supple Restaurant Group will lease the area beginning April 1 and ending the last Sunday of October.
- Annual compensation for the lease will be as follows:
 - 2015 - \$3,000 per year.
 - 2016 - \$3,000 per year.
 - 2017 - \$3,000 per year.
- Food and beverage service will be limited to the “patio” area of the leased area only.
- The Supple Restaurant Group will provide food and beverage service that meets all applicable licenses and permits.

- The Supple Restaurant Group will provide trained wait staff during all food service hours.
- The Supple Restaurant Group will allow the general public to use the patio area during regular serving hours.
- The service of the food and beverage will be from 11:00 A.M. to 11:00 P.M. Extension of these hours may be granted by written permission from the Parks, Recreation and Facilities Management Department for special events.
- The Supple Restaurant Group will provide all furniture for the patio. The furniture theme shall be consistent with the current park amenities.
- The Supple Restaurant Group will be solely responsible for the furniture.
- The Supple Restaurant Group will maintain the area immediately surrounding the patio on a daily basis. Immediate surrounding area shall include parking lot, walkways, planters, turf areas, etc. on a daily basis. Maintenance activities shall include waste and litter disposal, walkway cleaning, general site inspection, and daily plant care consistent with standards established by the Parks and Recreation Department.
- Either party has fifteen (15) days from written notice to correct a violation of the agreement. If the violation is not corrected after fifteen (15) days, either party shall have the right to terminate the agreement.
- All signs shall meet applicable zoning ordinances and cannot promote alcohol and tobacco or contain morally questionable or overly suggestive themes.

The 2012-2014 agreement with the Supple Restaurant Group included annual payments of \$2,750 to the City of Appleton. The proposed 2015-2017 lease agreement includes an increase in the annual payments to \$3,000 and is consistent with the agreement executed in 2013 for use of space in Houdini Plaza.

This request will appear on the Parks and Recreation Committee agenda as an action item on Wednesday, February 25, 2015. Representatives from the Supple Restaurant Group will be available at the meeting to address any questions or concerns related to the request.

Please contact me at 832-5572 or dean.gazza@appleton.org with any questions or concerns.



MEMORANDUM

TO: Community and Economic Development Committee (CEDC)
FROM: Roxy Schmidt, Community Development Specialist
DATE: February 18, 2015
RE: Community Development Block Grant 2015 Funding Allocation ****Critical Timing****

On February 10th, 2015, HUD released the 2015 allocations for the Community Planning and Development formula programs, which includes the Community Development Block Grant (CDBG) program. Appleton's CDBG allocation for Program Year 2015 is \$523,813. For budgeting purposes, the City had estimated the award to be \$500,000. This number was based on past award amounts and the trend of award amounts in the past few years.

According to the City's CDBG Policy, if there is a differential between the estimated and actual award, CEDC will decide how to deal with the differential. The table on the last page shows the amounts allocated to City programs, the original requests of community partner applicants and the allocation that was ultimately approved by CEDC and Common Council for this program year.

Two important considerations are the amounts allocated for public services and administration activities that are subject to caps put in place by HUD. Those caps and amounts (using \$523,813 as the award amount) are as follows:

	Maximum allowed	Currently allocated	Difference
15% Public Service Cap	\$78,571	\$72,000 (13.7%)	\$6,571
20% Administration/Planning Cap	\$104,762	\$42,000 (8.0%)	\$67,762

The total amount currently allocated to public service activities as noted in the table on the last page of this memo, is \$72,000. An additional \$6,571 may be allocated to these activities under the 15% cap imposed by HUD.

All requests for 2015 CDBG funds, including City Departments and community partner organizations, are included in the table.

CRITICAL TIMING

The allocation recommendation is considered a critical timing issue because of the timeline for the approval and submittal of the 2015 Annual Action Plan (AAP).

HUD issued a notice in October 2014, advising grantees that the AAP for 2015 was not to be submitted until after the award amount was announced. Previously, AAPs were due 45 days prior to the beginning of

the program year; in Appleton's case, February 15th. Because of delays in Congress approving HUD's appropriations, in the past AAPs would be submitted with an estimated award amount and have to be amended after the actual award amounts were announced. This created a significant amount of additional work for both HUD and grantees. As a result, grantees were given a new deadline of 60 days after HUD announced the 2015 allocations. As stated above, allocations were announced on February 10th and following the new procedure, the AAP is due April 10th.

A 30 day public comment period is part of the approval process for the AAP, so with this somewhat condensed timeline, the process of making and approving recommendations for the additional funds becomes critical. The calendar and process for recommendations and approvals is as follows:

- February 10th – Final 2015 awards announced by HUD
- February 18th – Special CEDC meeting to determine allocation of additional \$23,813
- February 20th – Notice regarding Public Comment Period for the draft 2015 Annual Action Plan published in Post Crescent
- March 4th – CEDC recommendations for additional funds presented to Council for approval
- March 6th – Draft 2015 Annual Action Plan available and start of 30 day Public Comment Period on the draft Annual Action Plan
- March 9th – Notice regarding Public Hearing for the draft 2015 Annual Action Plan published in Post Crescent
- March 23rd – Public hearing held at CEDC regarding the draft 2015 Annual Action Plan and draft plan presented to CEDC for approval
- April 1st – 2015 Annual Action Plan presented to Council for approval
- April 5th – 30 day Public Comment Period for 2015 Annual Action Plan ends
- April 10th – 2015 Annual Action Plan hard copy due to HUD-Milwaukee

As you can see, allocation of the additional funds needs to be finalized quickly so that the final award amounts can be included in the draft AAP while the public comment period is open and before the due date of April 10th.

Staff requests CEDC make a recommendation for the allocation of **\$23,813**, the difference between the estimated amount and actual amount of the City's 2015 CDBG award.

2015 CDBG Approved Allocations

Organization	Program Type	Original Request	Council Approved Award Amount
City of Appleton <i>CDBG Administration</i>	administration	\$ 20,000	\$ 20,000
City of Appleton <i>Fair Housing Services</i>	administration	\$ 22,000	\$ 22,000
City of Appleton <i>Homeowner Rehabilitation Loan Program</i>	housing	\$ 175,000	\$ 175,000
City of Appleton <i>Neighborhood Services Program</i>	public facilities/ community development	\$ 40,000	\$ 40,000
Appleton Housing Authority	housing	\$ 60,000	\$ 60,000
Greater Fox Cities Area Habitat for Humanity	housing	\$ 96,000	\$ 70,000
Housing Partnership of the Fox Cities	housing	\$ 31,200	\$ 31,000
Rebuilding Together Fox Valley	housing	\$ 25,000	\$ 10,000
		TOTAL	\$ 428,000
PUBLIC SERVICE ACTIVITIES			
Homeless Connections (formerly Emergency Shelter of the Fox Valley)	public service	\$ 15,000	\$ 14,000
Fox Valley Warming Shelter	public service	\$ 15,000	\$ 15,000
Harbor House	public service	\$ 25,000	\$ 23,000
STEP Industries	public service	\$ 30,000	\$ 20,000
		TOTAL cannot exceed \$78,571	\$ 72,000
		Public service activity Total	\$ 72,000
		All other activities Total	\$ 428,000
		TOTAL	\$ 500,000

Kristy Veldman

From: Nathan Loper
Sent: Tuesday, February 17, 2015 6:59 AM
To: Kristy Veldman
Cc: Paula Vandehey; Kelli Rindt; Chris Shaw
Subject: FW: Meeting with aldermen

Kristi - Pat Sorenson would like to be added to the next Utilities agenda with an action item to have her water bill reduced for 1215 W Winnebago.

Kelli - Please forward Kristi a copy of the bill and notes (timeline) from the billing system for inclusion on the agenda.

Thanks!
Nate

From: Nathan Loper
Sent: Tuesday, February 17, 2015 6:54 AM
To: 'Pat Sorenson'
Subject: RE: Meeting with aldermen

Pat,

We will add your topic to the Utilities Committee Agenda that will meet next Tuesday, February 24 at 4:30 PM on the 6th floor of City Hall. The meeting will be in the Council Chambers and you will have an opportunity to speak to the Committee about your request to have your water bill reduced.

Regards,
Nate Loper

From: Pat Sorenson [<mailto:patsorenson4@gmail.com>]
Sent: Monday, February 16, 2015 9:08 AM
To: Nathan Loper
Subject: Meeting with aldermen

Nate,

Would you please make an appointment for me to meet with the aldermen to discuss the water bill from 1215 W. Winnebago.

Thank you,

Pat Sorenson
3241 Brooks Rd.
Oshkosh, WI. 54904

920-233-5208

Timeline – 1215 W Winnebago Street

11/30/10 – Turned water off and removed meter to shelf. Meter read 292

5/16/14 – Meter changed from Badger to Sensus. Turn on and reset meter. Call Vicki if there are problems. Old Badger Meter reads 292, New Sensus Meter reads 0

6/12/14 – Final Reading. New Sensus meter reads 0. Final billing sent to Vicky Beckman.

9/30/14 – Quarterly invoice sent. Meter reads 0. Bill sent to James Bridges, 1215 W Winnebago St, Appleton, WI 54914.

10/9/14 – Quarterly invoice returned by Post Office; no mail receptacle.

12/11/14 – Reminders returned that were mailed to 1215 W Winnebago.

12/30/14 – Quarterly invoice sent. Meter reads 0. Bill sent to James Bridges, 1215 W Winnebago St, Appleton, WI 54914.

1/19/15 – Quarterly invoice returned by Post Office. Re-sent to James Bridges 3645 Park Lane Dr, Neenah, WI 54956 per owner information on the City's Property Master.

1/29/15 – Turned water off at curb box. Pipe broken. Meter Reads 569,958 gallons.

2/5/15 – Received call from James Bridges Sr. stating he is not property owner. Up-dated mailing address to James Bridges II, 551 N State St, Appleton, WI 54911.

2/13/15 – Customer meeting to review account and recent water leak.



VALLEY TRANSIT STRATEGIC PLAN

Valley Transit



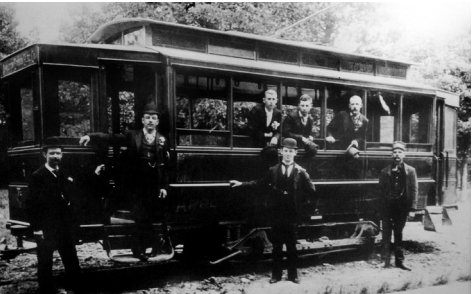
Valley Transit provides safe and reliable public transportation to the many communities that comprise the Fox Cities. Whether you're in Appleton, Buchanan, Grand Chute, Harrison, Kaukauna, Kimberly, Little Chute, City of Menasha, Town of Menasha, or Neenah, you can use Valley Transit to get where you need to go.

INTRODUCTION

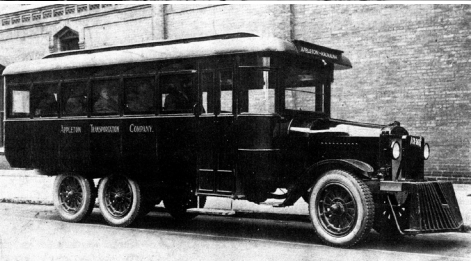
Valley Transit provides transit service to the Fox Cities area, including the City of Appleton, City of Kaukauna, City of Menasha, City of Neenah, Town of Buchanan, Town of Grand Chute, Town and Village of Harrison, Town of Menasha, Village of Kimberly, Village of Little Chute, Calumet County, Outagamie County, and Winnebago County. The service area covers 117 square miles on the north end of Lake Winnebago and serves a population of roughly 216,154.

Public transportation in the area originated with streetcar systems, which operated from 1886 to 1930, when they were completely replaced by buses operated by a company called Fox River Bus Lines. Toward the end of the 1960s, the city began to subsidize the company, until it bought and took over operations on New Year's Day 1978.

Today, Valley Transit provides fixed-route service, paratransit, and demand response services to a wide range of customers.



1886-1930



1930s

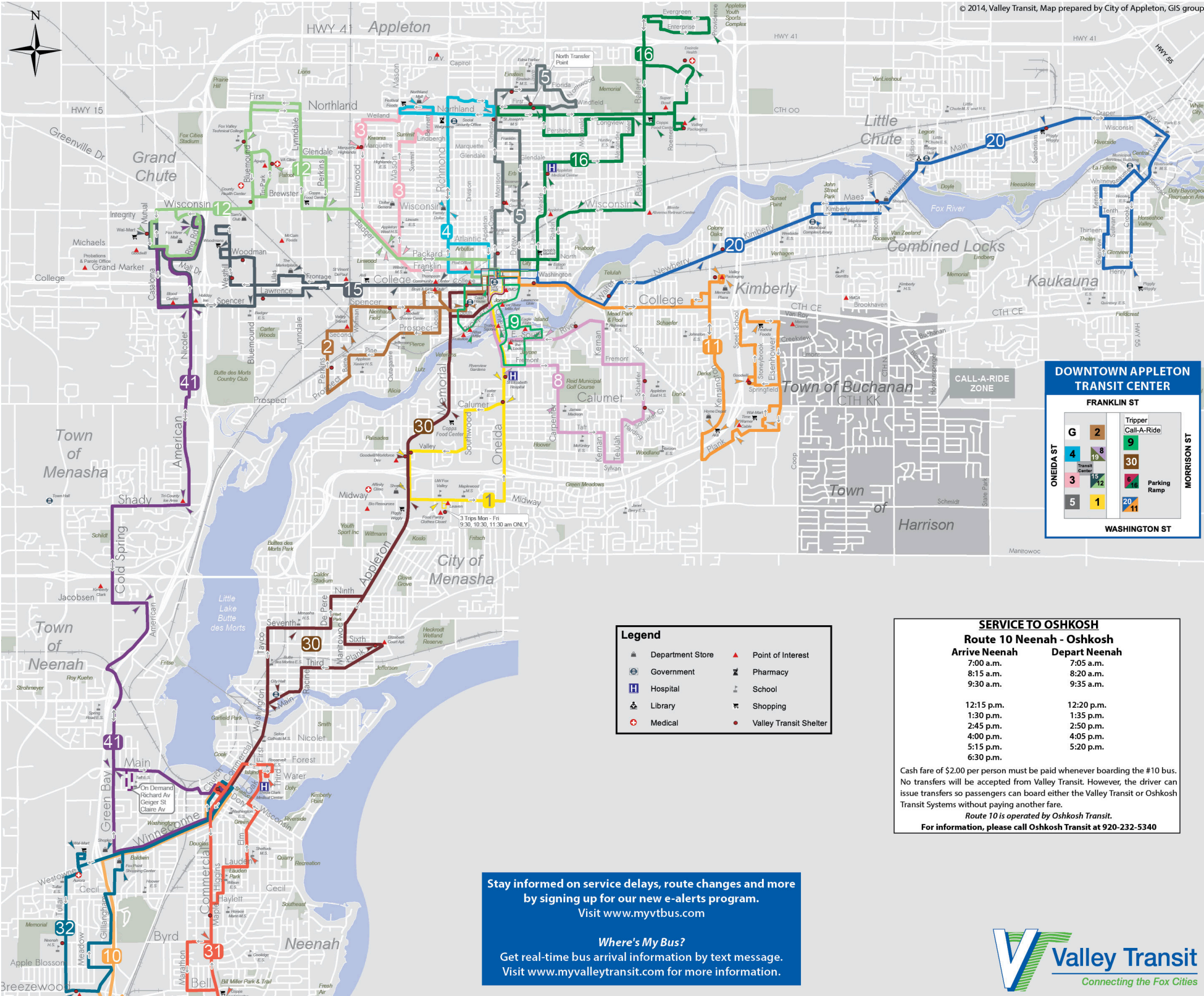


1960s



Current

EXISTING TRANSIT SYSTEM MAP



By the Numbers:

- Service area covers 117 square miles and serves a population of 216,154 people
- 3 counties and 10 communities served
- 1.3 million rides were provided by all Valley Transit services in 2013
- 2007-2012 saw a 15 percent growth in ridership
- 54 percent of trips are related to employment
- Annual operation cost are \$8.5 Million
- 21 peak vehicles in service
- 4 private providers operate Valley Transit paratransit services



SERVICES

Fixed-route

Valley Transit’s core service consists of 18 fixed bus routes with service from 5:45 a.m. to 10:30 p.m. on weekdays and 7:45 a.m. to 10:30 p.m. on Saturdays. Most routes operate every 30 minutes during peak periods and every 60 minutes during off-peak periods. No Sunday service is provided currently.

Valley Transit II

Valley Transit’s paratransit service, complimentary to the fixed-route service per guidelines in the Americans with Disabilities Act (ADA), is known as Valley Transit II. The service is available to ADA certified customers within the Valley Transit service area who cannot use existing fixed-route service. Service is also provided to seniors, aged 60 and over, living in Outagamie or Calumet Counties.

Service for ADA passengers is available Monday through Friday from 5:30 a.m. to 10:30 p.m., Saturday from 7:30 a.m. to 10:30 p.m., and Sunday from 7:30 a.m. to 2:00 p.m. Service for seniors is available Monday through Friday from 9:00 a.m. to 5:00 p.m.

The Connector

The Connector is designed to provide safe, convenient, and affordable access to public transportation for Fox Cities residents who work second or third shift schedules or who need to travel throughout the community beyond Valley Transit’s service area.

The Connector extends the regular bus routes beyond standard boundaries and hours. It connects passengers from a location outside of the bus route to one of six transfer points. It is available 20 hours a day, six days a week.

Call-A-Ride

Valley Transit’s Call-A-Ride taxi service is available to the general public and provides direct public transportation to and from the Appleton Transit Center from the Town of Harrison and the Town of Buchanan.

Other Services

Valley Transit also provides and coordinates several additional specialized and rural transportation services to seniors and people with disabilities.



PURPOSE OF STRATEGIC PLAN

In 2014, Valley Transit embarked on an effort to develop a transit strategic plan. The process included a strong stakeholder outreach component to ensure that the development of the plan was based on input from the community.

The purpose of the Valley Transit Strategic Plan was to develop a mission, vision and strategies for providing public transportation services in the Fox Cities. The framework for developing the plan was focused on:

- Using transportation in the Fox Cities to attract and retain businesses and workforce
- Providing transportation to community members who rely on transit (seniors, disabled, low-income)
- Attracting choice riders
- Sustaining the financial state of the transit system

Stakeholders involved in the development of the Transit Strategic Plan included the general public, the Fox Cities Transit Commission, a Steering Committee, and Valley Transit staff. The Steering Committee included representatives and elected officials from municipalities in the Fox Cities, as well as representatives of various community stakeholder groups, including:

- Local advocacy organizations
- Appleton Area School District
- Various chambers of commerce, business improvement, and economic development associations
- East Central Wisconsin Regional Planning Commission
- Institutions of higher education (Lawrence University, Fox Valley Technical College, University of Wisconsin Fox Valley)
- Various human service agencies
- Major retailers and property owners

The first step in developing the Transit Strategic Plan was to understand the strengths, weaknesses, opportunities and threats (SWOT) of the transit system. During the month of May 2014, the consultant team conducted meetings with stakeholders to conduct a SWOT analysis. The key themes that emerged from these meetings are summarized in the following section.

The project team also conducted numerous surveys, open houses, and public meetings to engage a broad cross-section of the community. Many of the issues brought up in the SWOT sessions were echoed in survey and public comments. A summary of outreach activities is presented at the conclusion of this report.

SWOT

The strengths, weaknesses, opportunities, and threats identified by the various stakeholders were used as the foundation to develop the vision, mission, and values for the Transit Strategic Plan.

STRENGTHS

- Positive perception of Valley Transit staff
- Diversity of transit services offered
- Community support for transit
- Well operated service
- Good use of technology with features like Google Transit
- Strong partnerships with communities, schools, businesses, and non-profit organizations

WEAKNESSES

- Service limitations: limited service frequency, no Sunday or holiday service, unserved destinations, spoke and hub system; travel times
- Negative perceptions of transit
- Inadequate/unstable funding
- Limited ability to attract choice riders
- Need to improve service provided for people with disabilities
- Culture in Fox Cities is automobile-oriented



OPPORTUNITIES

- Service improvements to: provide more frequent service, provide service later and on Sundays and holidays, serve additional destinations, provide more integrated transportation options with bicycles, taxis, vans, and car-sharing
- Enhance marketing efforts
- Provide improved and more stable funding
- Identify Valley Transit as a transportation provider, not just transit
- Changing demographics and behavioral trends that suggest a greater interest in public transportation
- Pursue more collaboration and partnerships

THREATS

- Inadequate/unstable funding
- Negative perceptions/ attitudes about transit
- Low density sprawled community
- Service limitations: limited service frequency, no Sunday or holiday service, unserved destinations, spoke and hub system; travel times

Through a robust stakeholder engagement process, the strategic direction for Valley Transit was developed.

VISION

Our vision statement reflects what we believe are the ideal conditions for the community and how things would work if the issues important to the community were completely realized. The vision for Valley Transit is:

People can get where they want to go in the Fox Cities.

MISSION

Our mission statement is our statement of purpose which identifies the target market for services, the core product, and how the service is meaningful to the community. The mission statement for Valley Transit is:

Valley Transit provides safe, customer-focused transportation options that connect our communities to enhance quality of life.

VALUES

Our values are the guiding principles at the core of our organization. When carrying out transit projects and building partnerships in the Fox Cities, Valley Transit refers to each of these in its decision making process. The intent of establishing organizational values is that they are core principles that are not to be compromised. Valley Transit holds the following six values up as guiding principles to achieve its vision:

Integrity

Customer Service

Convenience and Reliability

Transportation Choices

Efficiency

Resilience

Integrity

Valley Transit holds a position of respect among the communities it serves. Valley Transit has earned this position through its transparent processes, and the productive relationship it maintains with regional partners. Valley Transit is charged with the stewardship of public resources and provides a quality transportation service for those that rely on it for mobility. Additionally, Valley Transit's values are consistent with those in the Fox Cities region, promoting a good quality of life and supporting the regional economy. Valley Transit welcomes communication from all interested parties, and is respectful and professional in its communications and conduct.



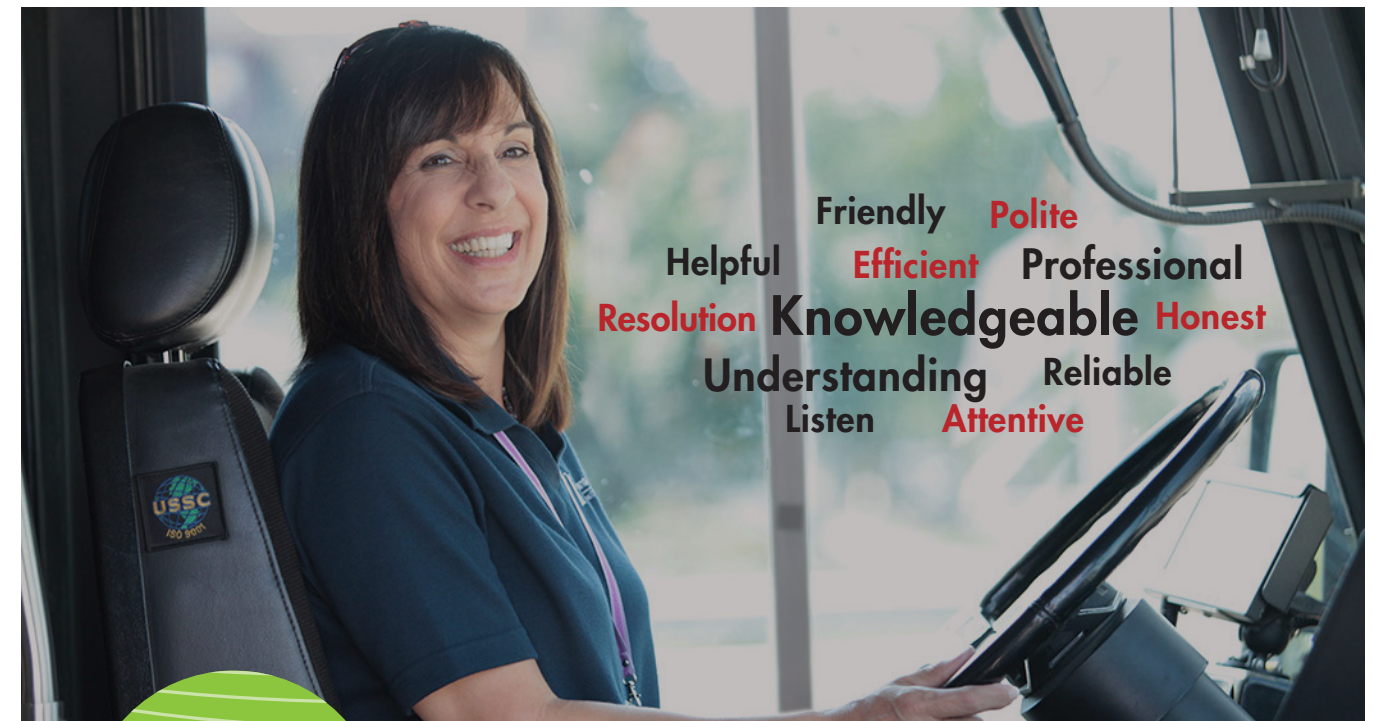
Goal 1

Valley Transit is a fiscally responsible organization that is accessible and supports a high quality of life in the Fox Cities

Customer Service

Valley Transit provides a critical service to passengers, human service agencies, and businesses whose employees and customers rely on transit for mobility. Valley Transit pledges to carry out its operations while meeting or exceeding customer expectations. All front line staff will engage the customers of Valley Transit politely, and in a manner considerate of customers' needs. Customer service training is required for all staff associated with the agency.

Valley Transit will regularly measure customer satisfaction and assess the perception of its products from the view of the community. If Valley Transit is notified that customer expectations are not being met, or if poor customer service is observed, Valley Transit staff responds to these issues.



Goal 2

Excellence in customer service is a central value of Valley Transit, and the organization continuously monitors and exceeds customer expectations

Convenience and Reliability

All of the services provided by Valley Transit will be useful and convenient for the transit passenger. Valley Transit will minimize travel time and operate programs where there is demand for transit. Valley Transit will operate its scheduled services on-time. Valley Transit will use technology to its fullest potential to communicate information to transit users, and make the use of transit simple.



Transit Services in the Fox Cities will be direct, on-time, and easy-to-use

Transportation Choices

The fixed-route network operated by Valley Transit is the backbone of transit in the Fox Cities. This network is supplemented by other transportation modes that enhance the regional system. All transit trips begin or end with a pedestrian link, and Valley Transit customers benefit from investments in the pedestrian environment. Bicycle connections can extend a fixed bus route, and aide in providing a “last mile” connection to transit. The bicycle is an affordable mode of transportation that has a low impact on the environment. Automobile connections also offer benefits to transit through ridesharing, park-and-rides, and the management of parking pricing and travel demand. Roads can also be constructed to incorporate transit advantages.

Valley Transit also integrates its fixed-route service with other specialized transit modes, such as demand response, vanpools, taxis, and human service transportation providers.



Transportation infrastructure in the Fox Cities improves communities, and offers seamless connections for all people traveling to, from, or within the region

Efficiency

As a steward of public investments, Valley Transit operates in an efficient manner. Staffing levels will be maintained appropriately, and service will continually be evaluated to assure a meaningful return on investment. Valley Transit will measure, improve, and be accountable for environmental, financial and social results.

Transit agencies must constantly balance the need to provide geographic access to communities, while maintaining a transit service that is convenient for its users. This means that running times of routes should be reasonable, routes should be direct with minimal deviations, and travel times should be competitive with other modes. Not all environments can sustain public transit service, and the focus of Valley Transit’s core operations should be in areas where a sustainable market can be built.

Efficiency goes beyond performance measures like subsidy per capita. Continuous market research should drive service development decisions. Valley Transit takes a balanced approach to serving the region by covering areas of high productivity, along with areas where people have critical mobility needs. Building on the value of multimodal connections, it is acknowledged that fixed-route transit is not necessarily the most appropriate resource for all markets, but all modes in the Fox Cities should coordinate with or connect to Valley Transit’s fixed-route bus, as it presents a comparatively low cost per rider.



Goal 5

Transit needs in the Fox Cities will be met efficiently, and in a manner that is consistent with its mission

Resilience

Resilience is an organization’s capacity to anticipate disruptions, adapt to events, and create lasting value. As Valley Transit develops it must do so in a manner that keeps resilience as a core principle. Currently Valley Transit’s structure of funding is reliant on large blocks of funding from federal, state, and local sources. Volatility in any of these sources can lead to instability for the entire system. Valley Transit will evolve its funding plan to minimize reliance on any single funding source, and position itself for local control over transit service. Furthermore, as the Fox Cities grow and change, Valley Transit must adapt to a shifting market. As such, Valley Transit will have systems in place to continually evaluate existing conditions of the transit market and adjust its service to effectively meet those needs as they arise.



Goal 6

Valley Transit is funded in a manner that promotes stability and resilience, and is flexible to accommodate a growing region

FUTURE SYSTEM

Recommendations for the future transit system were developed after a stakeholder input process that included workshops, surveys, and public meetings, and collaboration with Valley Transit staff. The following sections outline the goals identified during the planning process and the strategies to be implemented over a 10-year time frame to achieve these goals. The strategies include service design changes to the transit system, changes to Valley Transit’s organizational structure, and changes to Valley Transit’s operational procedures. Funding opportunities are also identified, with ways to build the technical capacity of the transit system. Each recommendation is intended to build on the strengths of the system – public perception, diversity of transit services, regional partnerships – and address its perceived weaknesses – unstable funding, awareness, convenience – as identified in the SWOT analysis with the Steering Committee.

Actions to be taken by Valley Transit and partners are prioritized into four general groups:

- **Near-Term Scenario** – Actions that can be taken immediately, and at a relatively neutral cost. These recommendations will optimize existing resources of the transit system
- **3-Year Scenario** – Actions that should be taken in years 1-3, and represent a moderate increase in capital and/or operating investment
- **5-Year Scenario** – Actions that should be taken in years 5-10, and represent a more significant increase in capital and/or operating investment
- **10-Year Scenario** – Actions that represent a fully developed, multimodal transportation system. This option will require significant, stable funding

These actions are cumulative– carried out in sequential order. The 5-Year Scenario assumes that the actions in the 3-Year Scenario have been completed. Some initiatives can be pursued concurrently; however, longer term strategies will be more successful if the foundations set in the earlier phases of implementation succeed.

Additionally, the recommendations are presented with the assumption that Valley Transit will lead most of the initiatives. Costs and the order of implementation can be adjusted if a partner agency is willing to lead or invest in a particular strategy.

Many of the improvements recommended require additional financial investment. Current funding levels and funding sources will allow maintenance of current transit service, but cannot satisfy current levels of unmet need or the increasing costs of providing additional transportation services.

There are various sources of funding that support Valley Transit. Operation funds are typically sourced from local governments, sponsors of service, Wisconsin Department of Transportation (WisDOT), and Federal Transit Administration (FTA). The contribution from local government and partners is approximately 22 percent of the total costs. Fares make up approximately 15 percent of operating costs.

Capital funds are most commonly sourced from FTA formula and discretionary funding. A local match ranging

from 17 to 20 percent is required for FTA capital funding.

The costs of each of the future scenarios are presented in each respective section. They fall into three general categories: operation, capital, and planning costs.

Operating costs are ongoing cost centers that are part of Valley Transit’s annual budget of labor and administrative expenses. Capital costs are accrued less frequently and are used for the purchase for vehicles, facilities, and equipment.

Near-Term Scenario

Recommendations for the Near-Term Scenario are focused on internal management and performance tracking practices, not expansion or modification of the Valley Transit network. Before any large scale changes are made, Valley Transit’s existing services must function as effectively and efficiently as possible. The agency will build on existing strengths, and dedicate staff resources accordingly. The intent is to lay the groundwork for future changes. Items from the SWOT exercise highlighted here include building on the strengths of existing management practices, and addressing the weaknesses associated with limited service.

Service Description

- Overall, bus route network is similar to current network but with minor adjustments to ensure buses are running on time
- No changes in ADA paratransit service
- No changes in Connector service

Management and Operations

- On-time performance and reliability becomes the primary focus of all operations. Before commencing expansion programs designed to attract new ridership to the transit system, the existing transit service should function as well as possible.
- Develop on-time performance workgroup or process

(including supervisory and front line operations staff) that can address the following regularly:

- Identify schedule adherence issues
 - Identify causes and remedies for poor on-time performance
 - Rapidly implement and monitor solutions
- Monitor subcontractor performance for Valley Transit II, Connector, and human service transportation to ensure compliance in federal and state policy areas.
 - Develop marketing and outreach working groups that are focused on the business community to address regional workforce transportation needs. Include mobility managers, workforce development agency representatives, and human resource professionals.

Infrastructure and Capital Investment

- Develop an asset management plan for vehicles, facilities, and equipment
- Form a capital planning workgroup to focus on managing assets

Staffing

- No immediate changes in staffing

Customer Benefits

- Improved reliability and customer service

Near-Term Scenario Costs

The cost to implement the recommended strategies in the Near-Term Scenario are \$146,000-\$196,000. The local share required is \$43,800 - \$53,800.

RECOMMENDATION	OPERATING COST	CAPITAL COST	PLANNING COST
Operational Adjustments	\$146,000	\$0	\$0
Asset Management Planning	\$0	\$0	\$0 - \$50,000
TOTAL	\$146,000	\$0	\$0 - \$50,000

3-Year Scenario

The 3-Year Scenario moves Valley Transit toward a more private sector approach to provide transit service while maintaining the essential qualities of municipal services. The approach will focus on moderate, controlled growth of the organization similar to the manner of many private sector businesses.

The elements of improved quality service delivery and infrastructure in the Near-Term Scenario will be incorporated into this scenario. In addition, the current network will be “right-sized” to place transit service where it is most needed and best used. Strategic investment decisions in new services will be made where a reasonable return on the investment can be expected.

Market research and data driven decisions will be key elements of service development. Survey research and collected data will complement input from regular meetings with business representatives. Valley Transit will gradually expand involvement with other modes, depending on the partnerships developed and resources available. Experimental services will be tested at a rate of approximately one or two per year, consistent with municipal budgeting practices.

Reflecting on the SWOT work sessions, the 3-year scenario begins to take advantage of some of the opportunities related to strengthening regional partnerships, and developing convenient service to address some of the existing weaknesses.

Service Description

- The portfolio of Valley Transit services will initially be similar to what is currently offered and will expand from there
- Geographic expansion is contingent upon meeting service development guidelines, and the availability of funding
- Buses will be added to peak service to improve schedule reliability
- Services will be adjusted to reduce or eliminate

low-performing segments of fixed-routes. If they are in areas of critical need (people with disabilities, transit dependent, etc.), but do not generate substantial fixed-route ridership, coordinating with other agencies or offering a more flexible transit mode will be explored

- High return areas that have transit supportive densities and strong ridership will be expanded (Routes 12, 15, 20, 30). High frequency network of routes in highest use areas will be established
- Staggered transfer times at hubs will be established
- ADA complementary paratransit will be expanded in a manner consistent with the expansion of fixed-routes
- Tripper services to serve niche markets or areas of inconsistent demand will be added. The 2010 Comprehensive Operations Analysis will be used as a reference point

Management and Operations

- No structural changes to the organization
- Goal of 95 percent schedule adherence
- Expand technology training
- Customer-friendly approach to service delivery by offering:
 - Easy to use fare media
 - Guaranteed transfers
- A flexible, private-sector approach to service delivery will be adopted. Unproductive services will be reduced and service will be added in areas of likely success. The market in the Fox Cities should drive expansion decisions.

Infrastructure and Capital Investment

- Additional vehicles should be purchased to maintain reliable peak service
- Technology should be improved, purchase software and equipment as necessary
- The Neenah Transit Center should be upgraded



Staffing Requirements

- Full-time staffing should be maintained at current levels

3-Year Scenario Costs

The cost to implement the 3-Year Scenario ranges between \$2,900,000 - \$4,500,000. The service, management, and staffing changes all have varying levels of investment and they are shown in the table below. Additionally, there are associated vehicle and equipment purchases that are required to support service changes. The estimates are based on current year Valley Transit operating costs and comparisons to peer systems.

RECOMMENDATION	OPERATING COST	CAPITAL COST	PLANNING COST
Increased Frequency	\$671,900	\$1.6 Million - \$2.0 Million	\$0
Technology	\$15,000 - \$20,000	\$0	\$0
Paratransit Software Upgrade	\$0	\$80,000 - \$100,000	\$0
ITS Improvements	\$0	\$15,000 - \$25,000	\$0
New Staff	\$60,000	\$0	\$0
Neenah Transfer Center	\$0	\$400,000 - \$1,500,000	\$0
Marketing/Outreach	\$80,000 - \$100,000		
TOTAL	\$826,000 - \$851,000	\$2,095,000 - \$3,625,000	\$0

- Part-time staff should be added in the following capacities:
 - Drivers to cover fill routes during peak times, handle late buses and provide guaranteed transfers
 - Grant-writer or planner to seek new funding opportunities
 - Mechanics and supervisors should be added at a rate that keeps pace with service expansion
- Service delivery and personnel productivity should be improved to optimize staffing levels

Customer Benefits

- High performing service will make transit use easier to plan and understand
- Guaranteed transfers will ease anxiety about missed connections

5-Year Scenario

The 5-Year Scenario is focused on continuing the recommendations and the foundation set in previous years. This scenario is focused on securing stable funding and making strategic investments in capital assets and personnel.

The 5-year scenario begins to address the threats identified in the SWOT sessions related to the volatility of capital funding, and the perception of Valley Transit. Additionally, a balanced approach to service expansion embraces opportunities and continues to work through the current weaknesses of the service.

Service Description

- Service expansion should be focused on:
 - Establish a high-frequency network on the most productive bus routes
 - Geographic expansion is contingent upon meeting service development guidelines
 - Connector service should be implemented in areas where fixed-route performance thresholds are not met; however, funding for this should be identified
 - Consistent with private sector practices, low ridership segments of routes should be eliminated. No passenger will be left behind, as taxi vouchers, Connector service, or paratransit can be used to serve current customers who lose fixed-route service
- Valley Transit will coordinate, advocate for, or sponsor ridesharing and other multimodal services like bike sharing, car sharing, and investment in transit supportive infrastructure



Management and Operations

Management and operations should continue the practices identified in the 3-Year Scenario. This includes:

- An internal goal of 100 percent schedule adherence, and developing an understanding of why on-time performance issues occur
- Continued technology and customer service training
- Successful deployment of new technology
- Guaranteed transfers, mobile dispatching

Infrastructure and Capital Investment

- A plan for addressing long-term facility replacement, rehabilitation, and expansion needs should be developed
- Procedures should be modified to include best practices that extend the useful life of vehicles and facilities
- Investment should be made in facilities and amenities that increase levels of passenger comfort, convenience, and safety
- Use of transit technology should be expanded



Staffing Requirements

- A full time clerk and grants coordinator should be hired
- A staff person that dedicates time to planning and seeking new markets and services should be hired. A staff person that specializes in intelligent transportation systems and their transit applications should be hired As the system expands, additional part-time “fill” or extra drivers must be added to support service expansion

5-Year Scenario Costs

The cost to implement the 5-Year Scenario is approximately \$280,000 - \$310,000. The local share required is \$74,000 - \$83,000. This cost includes completing a Transit Development Plan to identify route improvements, and to hire additional staff to support the growth of the system.

RECOMMENDATION	OPERATING COST	CAPITAL COST	PLANNING COST
Transit Development Plan	\$0	\$0	\$100,000
Additional Staff	\$180,000 - \$210,000	\$0	\$0
TOTAL	\$180,000 - \$210,000	\$0	\$100,000

Customer Benefits

- Valley Transit staff will be able to respond immediately to address system disruptions and on-time performance
- High frequency network will encourage existing users to take transit more often
- Improved passenger facilities
- Funding for marketing and outreach will improve two-way communication between Valley Transit and riders

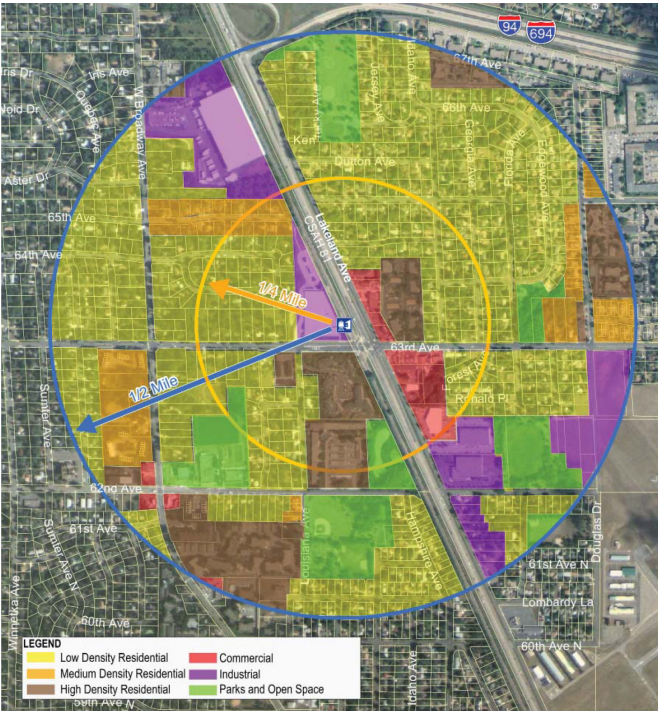
10-Year Scenario

The 10-Year Scenario is an aggressive approach to transportation services. A combination of public and private strengths will provide the most cost-effective service to meet a wider range of transit needs.

Transit will be operated from a business model that focuses on growth of transit market segments while protecting the current customer base. It will strengthen the long term growth and stability of the Valley Transit network by capitalizing on the system strengths identified in the SWOT work sessions (excellence in building multi-agency partnerships, a diverse set of transit services, proven management practices), and deploy a variety of transportation strategies. The 10-year scenario will embrace the opportunities that exist in the region, and offer flexible transportation options tailored meet a variety of needs.

Service Description

- Services will be expanded geographically to accommodate new development only if it meets density thresholds. Examples include Town of Greenville and Kaukauna Circulator routes, and intercity bus service. Private contractor will be used when feasible.
- Connector service will be expanded as needs increase
- Coordinate Fox Cities regional rideshare program, or co-promote with State of Wisconsin rideshare and vanpool programs
- Broad portfolio of transportation services should be deployed, including:
 - Fixed-route commuter buses
 - Guaranteed ride home program
 - Travel demand management
 - Bicycle commuting infrastructure, outreach programs, and services
- Service frequencies should increase as markets develop



Management and Operations

- Services will be adjusted and aligned based on strong performance standards while maintaining core services for those who rely on transit.
- Valley Transit should have influence on local land use planning and development decisions among funding partners; communicate the greatest return on transit investment comes from transit supportive site planning and densities
- Different types of contracted service should be pursued to maintain flexibility and control costs

Infrastructure and Capital Investment

- Facility and vehicle maintenance and replacement plans should be developed and implemented as needed

10-Year Scenario Costs

The cost to implement the 10-Year Scenario is approximately \$2,014,000. This cost includes expanded service, and hiring additional staff to support the growth of the system. The local share required is \$524,000.

RECOMMENDATION	OPERATING COST	CAPITAL COST	PLANNING COST
Suburban Circulator	\$547,000	\$800,000	\$0
Regional Bus Route	\$667,000	\$0	\$0
Additional Staff	\$60,000	\$0	\$0
TOTAL	\$1,214,000	\$800,000	\$0

- A capital funding program should be established independent from FTA bus capital programs

Staffing Requirements

- Drivers and other operations personnel should be hired to match the needs of service expansion
- A full time position responsible for managing rideshare, multimodal planning, and travel demand management programs should be added

Customer Benefits

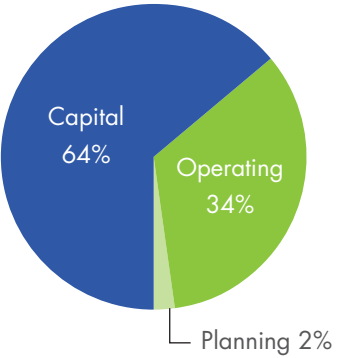
- Mobility across entire Fox Cities region through frequent, geographically expansive service
- A broad portfolio of available transit services
- Dense, walkable built environment

FUNDING

To develop a transit system that performs consistently with the goals and objectives that were set by community members in the Fox Cities, increased investment will be required. Over the next ten years, an additional \$5-7Million will required to fully develop Valley Transit into an agency that can excel at connecting people throughout the region, and meet the needs brought on by continued growth and change in the Fox Cities.

TIME PERIOD	TOTAL INCREASED INVESTMENT
Near Term Scenario	\$146,000 - \$196,000
3-Year Scenario	\$2,900,000 - \$4,500,000
5-Year Scenario	\$280,000 - \$310,000
10-Year Scenario	\$2,014,000
Total Investment into Expanded System	\$5,281,900 - \$6,896,900

There are already a variety of funding mechanisms in place, and the new funding required is not completely the burden of local and regional partners. About 64 percent of the additional investment will be for vehicles, equipment, and facilities that will improve system performance and enable Valley Transit to expand its products and services. If federally funded, capital aids are usually reimbursable at an 80 percent share. The same is true of WisDOT sponsored planning funds. In terms of increased operating expenses (about 34 percent of new expenses), local share is typically around 30 percent of the total budget. The projected local share budget increases to capital, operating, and planning are shown in the table below.



NEW EXPENSES BY FUNDING CATEGORY			
	Operating Cost	Capital Cost	Planning Cost
Near Term	\$146,000	\$0	\$0 - \$50,000
3-Year	\$826,000 - \$851,000	\$2,095,000 - \$3,625,000	\$0
5-Year	\$180,000 - \$210,000	\$0	\$100,000
10-Year	\$1,214,000	\$800,000	\$0

Like many urban bus systems throughout the country, federal funding sources that support capital replacement and operating assistance have become unstable and unreliable. To weather the uncertainty and decline in federal aid, many transit systems have pursued increased funding at the local, regional, and state levels.

Valley Transit has exhausted most of the nationally proven methods of equitably addressing transit funding shortfalls. It has strong levels of State funding; it has

maximized the use of social service dollars; and it has rigorously pursued the right to establish a Regional Transit Authority.

During the Transit Development Plan process, three different funding alternatives as well as the existing funding structure were explored to determine if they could provide the additional funds needed to maintain and grow the transit system. The following table outlines some of the major factors of each of the four funding approaches.

While the current funding structure works, there are challenges related to the control, stability and flexibility under the current funding system. These issues suggest that keeping the existing funding structure limits the ability of Valley Transit to grow or improve the system. In addition, the inability to generate additional investment through property taxes would make implementation of any significant expansion of service challenging and unlikely.

Regional Transit Authority (RTA)

Valley Transit, with the City of Appleton and a number of key State Legislators, has worked hard over the last several years to obtain the right to create a Regional Transit Authority (RTA) in the Fox Cities. An RTA would put governing and financing authority for the system in the hands of a separate regional entity that would have the power to institute taxes to finance the system and to govern its operations and policies.

An RTA would provide the optimal structure for the Fox Cities. It would provide the most potential for additional funding. An RTA serves two objectives in addressing funding challenges. First, an RTA offers the opportunity to govern Valley Transit through a regionally operated decision-making body. This eliminates constantly negotiating multiple intergovernmental agreements for transit service in which fluctuations among a few funding partners have a ripple effect throughout the system. Second, an RTA enables taxing authority. A stable, locally controlled funding source will help Valley Transit be resilient, and better contend with volatile state and federal funding sources. An RTA will also help meet long-term unmet needs identified in this report.

Regional Transit Commission (RTC)

Barring any significant changes in statewide political leadership, an RTC might offer an interim solution to

provide more stability and flexibility and a modest level of increased investment for the system. An RTC meets many of the same governance objectives as an RTA as it moves the decision making to a separate regional entity. Under this system, Valley Transit would move away from a contracted service model with municipalities. Instead of a direct fee for hours of transit service, member municipalities would contribute a fixed amount for membership in the Valley Transit System and representation on the RTC. RTC members will also contribute to a capital fund as they currently do. Each partner community would have the choice to join or not join the RTC when the parameters are originally established.

While the RTC does not completely resolve the issues of structure and control, it does shift control toward the transit commission. All partners, including Appleton, will have control by adopting a shared vision and committing to a budget that supports that vision. The elected officials in each community will then have to support that vision by agreeing to the level of local tax support needed. Knowing the proposed commitment levels in advance can help the communities plan better for those commitments, so that services can be maintained to their residents. The biggest limitation of this approach is the difficulty in generating additional revenue, because funding still comes from the property tax. An RTC will also serve as an interim measure that will make the Fox Cities ready to go with structures in place that will enable an RTA.

Transit Municipal Utility

The concept of a Transit Municipal Utility merits further exploration within the community. In this concept a local municipality can establish a utility to govern the transit system much like they would for power, water, and wastewater services. While it is a unique idea for transit, there is understanding in the community on how it works for water and other commodities. The process of setting initial rates and equitably relating them to service levels in the various communities will generate considerable discussion. This alternative would also require a local referendum.

The main advantages of this approach are that it would not require enabling legislation from the State and that it has the potential to generate revenue that is not subject to property tax limitations. Ultimately; however, a municipal utility is still a creation of the State and all powers that it has are bestowed legislatively. Cooperation with WisDOT and local State legislators would be very important for this approach to be successful.

INCREASED LOCAL INVESTMENT

- Capital
\$676,100 - \$802,800
- Operating
\$563,000 - \$734,000
- Planning
\$21,100 - \$27,600

Major factors for funding approaches

OPTION	OPERATING FACTORS				IMPLEMENTATION	
	STRUCTURE AND CONTROL	STABILITY	FLEXIBILITY	REVENUE GENERATION	ENABLING LEGISLATION	REFERENDUM
Status Quo-Existing Funding Structure	Commission sets policy, but Appleton controls budget and financial decisions	Withdrawal of any partner threatens the system	Difficult to change service levels and routes	Little potential for additional revenue	Not Required	Not Required
Regional Transit Commission	Group representing all partners makes decisions on service and budget, but system structure is still as a Department of the City of Appleton	Moving away from a fee for service model; advance agreement upon investment levels and reserve fund help maintain stability	Service levels and routes based on mutually accepted plan — changes can be made by group	Advance agreement upon investment levels and reserve fund may allow modest increases, but still property tax based	Not Required	Not Required
Transit Municipal Utility	Group representing entire service area makes decisions on service and budget. Authority to establish flows through Appleton	Very Stable	Good	Unfamiliar structure for transit - may be difficult to get agreement on structure and rates. Long-term ability to generate revenue is good.	Not Required	Referendum Required
Regional Transit Authority	Independent entity. Group representing entire service area makes decisions on service and budget	Very Stable	Good	Will be based on what is adopted in enabling legislation, but generally good	Required but unlikely in current political climate	Enabling legislation would most likely require a referendum



OUTREACH

Input from over 450 individuals helped craft the Valley Transit Strategic Plan

The Valley Transit Strategic Plan incorporated a variety of outreach programs and exercises. The objective of each part of the process was to be inclusive of all regional partners in the Fox Cities. As such, stakeholders were involved in each part of the strategic planning process. Each recommendation and strategy in this plan originated from broad community input.

Steering Committee Work Sessions

Valley Transit held two work sessions with the strategic planning steering committee, which included representatives of local business and community organizations, social service agencies, advocacy groups, and elected officials. In these work sessions participants worked together to assess the existing and future conditions of transit in the Fox Cities, and defined a vision, mission, and values for Valley Transit.

Transit System Field Observations

The consultant team conducted several observations of Valley Transit’s operations in the field, met with front line staff, and took an inventory of agency practices.

Interviews with Community Leaders

For those that were not able to attend the Steering Committee Work Sessions, outreach was conducted via telephone at multiple points during the project to obtain input on the SWOT analysis, and to aid in refining the system vision.

Public Open House

Valley Transit held an open house at the Appleton Library where members of the general public could participate in planning exercises and take the community survey.

Community Presence

Valley Transit and the consultant team met with community members at farm markets, local events, and at major Valley Transit transfer points. Participants responded to survey and interview questions.

Website

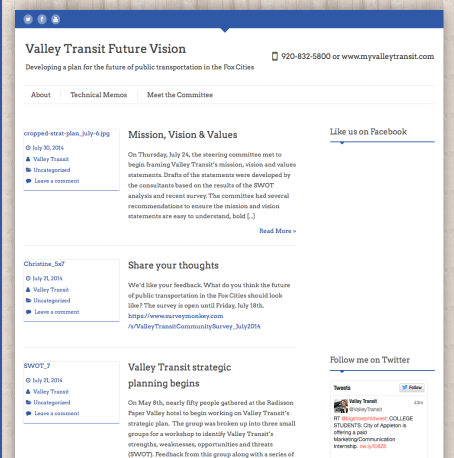
Valley Transit managed a website to keep the general public posted with each step of the strategic plan process, and distribute plan making materials. Valley Transit also used various social media accounts to keep the public up-to-date with strategic plan events.

Surveys

Valley Transit conducted three online surveys and distributed paper surveys on transit vehicles and at community events

Peer Transit System Outreach

Valley Transit looked to national peer transit systems in NY, PA, and IA for strategic direction and insight on industry best practices. Additionally, outreach was conducted to the American Public Transit Association on similar topics.



NEXT STEPS

The table below outlines some of the immediate next steps for strategic plan implementation, and the agencies that need to be involved in decision making processes.

	VALLEY TRANSIT	CITY OF APPLETON	REGIONAL COMMUNITIES	PRIVATE-EMPLOYER/ORGANIZATION
NEAR TERM NEXT STEPS				
Form Valley Transit On-Time Performance/Operations Working Group	✓			
Establish workgroup with business community	✓	✓	✓	✓
Explore rebranding of Valley Transit	✓	✓	✓	✓
Complete Transit Development Plan	✓	✓	✓	
Deploy process for resolving short-term operational issues	✓			
Make performance-based service adjustments	✓			
Deploy technology training program	✓			
Explore alternate governance structures	✓	✓	✓	✓
Continue to pursue and advocate for state transit and federal program assistance	✓	✓	✓	✓
Continue to pursue private sector funding partners	✓			✓
Continue market research	✓			
Develop asset management plan, and form capital planning workgroup to assess ways to meet capital needs and advocate for state, federal, and local capital aid	✓			
Partner with MPO and municipal planning departments so that transit informs land use planning and development decisions	✓		✓	
Advocate for transit supportive infrastructure (sidewalks, shelters, facilities, bicycle facilities)	✓	✓	✓	
Continue to pursue and advocate for additional federal capital funding for buses and bus facilities	✓	✓	✓	✓
Monitor subcontractor performance	✓			
Streamline paratransit service	✓			

Steering Committee Member

Amy Barker
Bob Pederson
Bobbie Beckman
Candace Kriner
Chris Lashock
Connemara McDonough
Dan Flannery
Don Hietpas
Holly Keenan
Jake Woodford
Jeff Kuepper
Jennifer Stephany
Joe Martin
John Burgland
Jon Stellmacher
Josh Dukelow
Lo Lee
Marti Hemwall
Mary Harp-Jirschele
Mayra Pasayes
Nick Musson
Pastor Alvin Dupree
Patti Jorgensen
Pia Bautista
Sonia Barham
Stephanie Gyldevand
Tony Gonzalez

Agency

Future Neenah, Inc.
Goodwill Industries of North Central Wisconsin
Heart of the Valley Chamber of Commerce
Century 21 First Realty
Homeless Connections
Valley Transit rider
Goodwill Industries of North Central Wisconsin
Appleton Area School District
Making the Ride Happen
Lawrence University
UW-Fox Valley
Appleton Downtown, Inc.
City of Appleton - Alderperson
Fox River Mall
Community volunteer
Fox Cities Chamber of Commerce
Hmong American Partnership
Community Foundation for the Fox Valley Region
JJ Keller Foundation
Fox Valley Technical College
East Central Wisconsin Regional Planning Commission
Family First Ministries
Fox Valley Technical College
Valley Transit bus rider
SOAR Fox Cities
ESTHER
United Way Fox Cities

Transit Strategic Plan | Draft 02.10.15





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

LEGAL SERVICES DEPARTMENT

Office of the City Attorney


100 North Appleton Street

Appleton, WI 54911

Phone: 920/832-6423

Fax: 920/832-5962

TO: Members of the Finance Committee

FROM: Christopher R. Behrens, Deputy City Attorney 

DATE: February 10, 2015

RE: Resolution for Reauthorization of Self-Insurance

In January 1990, the City opted to self-insure its Worker's Compensation exposures pursuant to the requirements of Wisconsin Administrative Code, Section DWD 80.60(3). The City has remained self-insured since that time. However, the requirements of DWD 80.60(3)(b)1. state,

"Any political subdivision or taxing authority of the State electing to self-insure shall notify the Department in writing of the election before undertaking self insurance, every three (3) years after the initial notice, and thirty (30) days before withdrawing from the self-insurance program."

Therefore, the attached Resolution needs to be approved in order to comply with state law regarding self-insurance for our Worker's Compensation exposures.

Attachment

CRB;jls

RESOLUTION
For Reauthorization of Self-Insurance

WHEREAS, the City of Appleton is a qualified political subdivision of the State of Wisconsin; and

WHEREAS, the Wisconsin Worker's Compensation Act (Act) provides that employers covered by the Act either insure their liability with worker's compensation insurance carriers authorized to do business in Wisconsin, or to be exempted (self-insured) from insuring liabilities with a carrier and thereby assuming the responsibility for its own worker's compensation risk and payment; and

WHEREAS, the State and its political subdivisions may self-insure worker's compensation without a special order from the Department of Workforce Development (Department) if they agree to report faithfully all compensible injuries and agree to comply with the Act and rules of the Department; and

WHEREAS, the Finance Committee at its February 25, 2015 meeting approved the continuation of the self-insured worker's compensation program, in compliance with Wisconsin Administrative Code DWD 80.60(3); and

NOW THEREFORE, BE IT RESOLVED, that the Common Council of the City of Appleton does ordain as follows:

1. Provide for the continuation of the self-insured worker's compensation program that is currently in effect.
2. Authorize the City Clerk to certify, and the Human Resources Director to forward said certified copies of this Resolution to the Worker's Compensation Division, Wisconsin Department of Workforce Development.

Adopted this 25th day of February, 2015.

CITY OF APPLETON

By: _____
Timothy M. Hanna, Mayor

Attest: _____
Dawn A. Collins, City Clerk



LEGAL SERVICES DEPARTMENT

Office of the City Attorney

100 North Appleton Street

Appleton, WI 54911

Phone: 920/832-6423

Fax: 920/832-5962

TO: Members of the Finance Committee
Members of the Utilities Committee

FROM: James P. Walsh, City Attorney *JPW*

DATE: February 23, 2015

RE: Northland Pond Acquisition of Property

Attached to the Agenda for this evening's meeting is a map indicating the parcel of property for consideration for purchase by the City of Appleton for stormwater purposes. As the Committee and Council are aware, stormwater management is a critical aspect of quality of life in the city of Appleton. The City has evaluated a number of locations in the Northland area to manage stormwater in this area of the city. We have identified the property indicated on the attached map as the parcel best suited to assist in the second phase of stormwater management in the West Wisconsin Avenue drainage basin. The City has received an appraisal for this property in the amount of \$202,000. Staff is requesting Committee's approval for the acquisition of this parcel.

If you have any questions in this regard, please do not hesitate to contact either Paula Vandehey or myself.

Attachment

JPW:jl





PARKS, RECREATION & FACILITIES MANAGEMENT DEPARTMENT

1819 Witzke Boulevard
Appleton, WI 54911
(920) 832-5514
(920) 993-3103 (fax)
www.appleton.org

Memorandum

To: Finance Committee
From: Dean Gazza, Director of Parks, Recreation and Facilities Management
Date: February 25, 2015
Re: Action: Approve Additional Spending Authority of \$10,000 from the Lutz Park
Special Revenue Fund

The City of Appleton Parks, Recreation and Facilities Management Department has been working with the Fox-Wisconsin Heritage Parkway to secure funding for an accessible canoe and kayak launch site in Lutz Park. The accessible launch site in Lutz Park is one of several sites along the Fox River that will offer water access to the Fox River for all paddlers, including those with disabilities. The cost of the accessible launch is \$43,150 and the Fox-Wisconsin Heritage Parkway has secured a Tourism Development Grant of \$21,575 through the Fox Cities Convention and Visitors Bureau for 50% of the project cost.

The Parks, Recreation and Facilities Management Department is requesting additional spending authority of \$10,000 from the Lutz Park Special Revenue Fund to assist with the project. The funding request for this accessible launch is consistent with the objective of the Lutz Park Special Revenue Fund to *"provide funds to finance major maintenance and development at Lutz Park."* The additional funds for the accessible launch site will be secured by the Fox-Wisconsin Heritage Parkway.

This recommendation will appear on the Finance Committee agenda as an action item on February 25, 2015.

Please contact me at 832-5572 or dean.gazza@appleton.org with any questions.

Your consideration of this matter is greatly appreciated.

PERSONAL PROPERTY 74.33 REVIEW FORM

P.P. KEY # 31-1-1795-00
P.P. ASMT \$17,100
P.P. TAX \$380.74

Business Name: Lenz Studio - Photography
Owner's Name: Stacy & Tim Lenz
Business Address: 836 E Hancock street
Owner's Address: W3191 Lochbur Ln
Appleton, WI 54913

Date and Type of Contact: Tim Lenz called on 10/27/2014
(Telephone call, written notice, return tax bill, in person)

Explain circumstances of claim as submitted by person receiving tax bill and attachments:

Lenz Photography Studio did not notify us that they were out of business until the phone call on 10/27/2014.
Owners filed a "Claim for Recovery of Unlawful Taxes" and brought in a copy of "Articles of Dissolution- Limited
Liability Company", a letter from their accountant and copies of their 2012 & 2013 Income Tax Return.

Was a Personal Property form signed and filed? If yes, Date: No
Signature: _____

Was this a dooamage assessment? If yes, date of notice: Yes, June 5, 2014

Is this assessment defensible in Small Claims Court? If Yes, why? If No, why not?
No, owners brought in proof showing they seized business operation.

Circle the Basis for Rescinding or Refunding (Wisc.Stats. 74.33(1)):

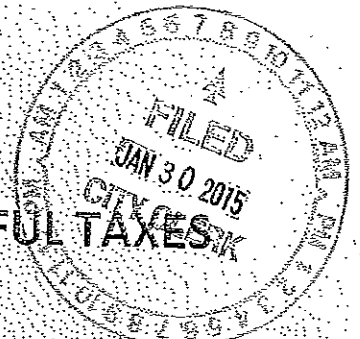
- a. A clerical error has been made in the description of the property or in the computation of the tax.
- b. The assessment included real property improvements which did not exist on the assessment date.
- c. The property is exempt by law from taxation.
- d. The property is not located in the taxation district for which the tax roll was prepared.
- e. A double assessment has been made.
- f. An arithmetic, transpositional or similar error has occurred.

ACTION SUGGESTED:

- ☐ 1. Assessment is valid. Enforce Collection.
☐ 2. Recommend to Finance Committee that the tax bill be cancelled.
☒ 3. Other: Refund \$380.74

DATE: 2/19/15

Assessor Signature: 



CLAIM FOR RECOVERY OF UNLAWFUL TAXES

(Wisconsin State Statute Section §74.35)

Limitation of Bringing Claim – A claim under §74.35 must be filed by January 31 of the year in which the tax is payable.

I hereby file a claim for the recovery of unlawful taxes levied and assessed against the following property:

Name of property owner: Stacy A. Lenz
Street Address: 836 E Hancock St
Parcel Number: 31-1-17950-00 Amount of Claim: \$380.74

Basis of Claim (§74.33(1)). (Please check appropriate section)

- | | | |
|-------------------------------------|----|--|
| <input checked="" type="checkbox"/> | a. | A clerical error has been made in the description of the property or in the computation of the tax. |
| <input type="checkbox"/> | b. | The assessment included real property improvements which did not exist on the date under §70.10 for making the assessment. |
| <input type="checkbox"/> | c. | The property is exempt by law from taxation, except as provided by the exception below. |
| <input type="checkbox"/> | d. | The property is not located in the taxation district for which the tax roll was prepared. |
| <input type="checkbox"/> | e. | A double assessment has been made. |
| <input type="checkbox"/> | f. | An arithmetic, transposition or similar error has occurred. (Please explain below) |

EXCEPTION: The Common Council may not refund or rescind any tax under this section if the alleged error is solely that the assessor placed a valuation on the property that is excessive or that the property is exempt from taxation under §70.11(21) or (27).

State the circumstances for the claim:

We were no longer in business as of 2012

Signature:

Stacy Lenz

Date: 1/29/15

NOTE: In order to be valid, this claim must be served on the City Clerk in the manner prescribed in §801.11(4). Example: an 18-year-old adult resident of the county (including claimant) must hand this claim to the City Clerk (§74.35(2)(b)(5)).

FOR OFFICE USE

REQUIREMENTS OF §74.35(2)(b)

	Yes	No
Were all blanks on this form completed?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Was the claim served upon the Clerk prior to January 31 of the collection year?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Has the tax for which the claim is filed been paid timely (§74.35(5)(c))?	<input type="checkbox"/>	<input type="checkbox"/>
Claim meets statutory requirement to be eligible for a hearing at Finance Committee?	<input type="checkbox"/>	<input type="checkbox"/>

FINANCE COMMITTEE

Date of Finance Committee:	Date Taxpayer notified:	Approved	Disallowed	Partial
/ /	/ /	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The city must notify the claimant by certified mail whether the claim is allowed or disallowed within 90 days after the claim is filed (§74.35(3)(b)). Allowed claims are payable within 90 days of the allowance (§74.35(3)(c)).

NOTE: If disallowed, the claimant may commence an action in Circuit Court within 90 days after the claimant received notice by certified mail that the claim is disallowed (§74.35(3)(d)).
§74.35(5)(b) allows two years to recover taxes paid to the wrong taxation district.

City Clerk – Please route copies of the claim to the Director of Finance and City Assessor for processing.
H:Hesse/Forms/Claim for Recovery of Unlawful Taxes.doc



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

DEPARTMENT OF FINANCE
P.O. BOX 2519
APPLETON, WI 54912-2519
(920) 832-6442

Property Key: 31-1-1795-00 Receipt: 4327073 Date: 1/30/15

Received From: LENZ, STACY A
Property Address: 836 E HANCOCK ST

LENZ STUDIO - PHOTOGRAPHY
W3191 LOCHBUR LANE
APPLETON WI 54913

00000

PAID IN FULL

TOTALS:

2014
** PERSONAL PROPERTY TAXES **

Principal Paid:	380.74	Gross Tax:	405.39
Interest Paid:		State Credits:	24.65
Cash Received:		Net Tax:	380.74
Checks Received:	380.74	Misc S.A.:	
Change:		Trust S.A.:	
		Lottery Credit	
		1st Dollar Cr:	
		Total Tax:	380.74

Prin: 380.74 Int: * * * * COLLECTED TO DATE * * * *

Accounts are not considered paid until checks have cleared the financial institution.

Tear off this stub and include with your payment. . If receipt is needed send self-addressed stamped envelope.
If payment is made by check, receipt is not valid until Check has cleared all banks.

N/A

Bill #: 49259

PARCEL #: 311 99179500

Property Address 836 E HANCOCK ST
SEE REVERSE SIDE FOR IMPORTANT INFORMATION
RETAIN THIS PORTION AS YOUR COPY

LENZ STUDIO - PHOTOGRAPHY

PRESORTED
FIRST CLASS MAIL
U.S. POSTAGE PAID
UMS



DE PERE BUSINESS CENTER, L.L.C.

115 South Broadway • De Pere, WI 54115
920-336-0103 • 920-336-2155 • Fax 920-336-1844
E-mail: dbcllc@dbcllc.com • www.dbcllc.com

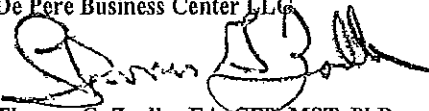
January 28th, 2015

Sheryl Snell
Appleton Assessor's Office

Dear Sheryl,

After checking our records it is confirmed that Lenz Studio LLC was closed for business in 2012. There has been no income since 2012.

De Pere Business Center LLC



Thomas G. Zoeller EA, CFP, MST, PhD

Cc: Tim Lenz

From the Desk of:

Thomas G. Zoeller, EA, CFP, MST, PhD
Enrolled to Practice Before IRS
Master of Science in Taxation
Certified Financial Planner
PhD in Tax Law

SERVING ALL YOUR FINANCIAL NEEDS

- Full Service Public Accounting
- Income Tax Planning & Preparation
- Real Estate Consultation
- Computerized Payroll
- Full Service Business Planning
- Qualified Retirement Plans
- Investment-Security Products
- Retirement Planning
- Financial Planning
- Estate Planning
- Computer Consulting

DePere Business Center Staff Associates

Michelle Micksch, EA
Enrolled to Practice Before IRS

Robert H. Phillips, ABA, ATP, RTRP
Accredited Business Accountant
Accredited Tax Preparer
Registered Tax Return Preparer

Kenneth A. Linssen, ATP, EA
Accredited Tax Preparer
Enrolled to Practice before IRS

Daniel C. Linssen, EA, ABA
Enrolled to Practice before IRS
Certified Quickbooks ProAdvisor
Accredited Business Accountant

James S. Hockenberry, EA
Enrolled to Practice before IRS
Personal Financial Consultant

Rosa Estupinan, EA
Bilingual: Spanish/English

Elizabeth Corbisier, EA
Enrolled to Practice before IRS

Jessica Nearman, RP, RTRP
Registered Paraplanner
Registered Tax Return Preparer

Terry L. Aude, RTRP
Registered Tax Return Preparer

Gary L. Lesperance
Information Technology Manager

Registered Representative, Investment
advisory services and securities offered
through Packerland Brokerage Services,
Inc., Member FINRA & SIPC.

The IRS does not endorse any particular
individual tax return preparer.

When it comes to tax advice, always seek an Enrolled Agent (EA). The only tax license issued directly by the Internal Revenue Service.
When it comes to financial planning, always seek a Certified Financial Planner (CFP).





2012 NOV -2 AM 10:01

ARTICLES OF DISSOLUTION - LIMITED LIABILITY COMPANY

A. Name of the limited liability company:

Lenz Studio LLC

The articles of organization of the company were filed on

9-26-03

(date)

B. Indicate the statutory ground under sec. 183.0901, Wis. Stats., for dissolution by checking (X) the appropriate choice below:

☐ Dissolution due to the occurrence of event(s) specified in an operating agreement.

☒ Dissolution by written consent of all members.

☐ Dissolution due to dissociation of a member.

(only for LLCs organized before 10/01/2002; see Wis. Stats Sec 183.0901(4))

C. Executed on behalf of the limited liability company on

9/11/12

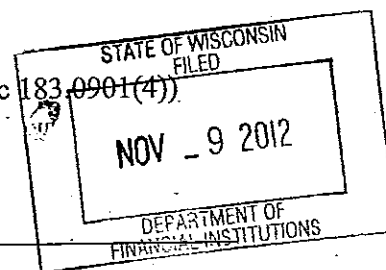
(Date)

Stacy Lenz

(Signature)

Stacy A Lenz

(Printed name)



Check the appropriate box: as ☐ Member OR ☒ Manager

This document was drafted by

Stacy A Lenz (owner)

(Name the individual who drafted the document)

FILING FEE - \$20.00 See instructions, suggestions and procedures on following page.

DFI/CORP/510(R012/08/10) Use of this form is voluntary.

PERSONAL PROPERTY 74.33 REVIEW FORM

P.P. KEY # 31-6-2465-00
P.P. ASMT \$8,500
P.P. TAX \$189.24

Business Name: Lee DDS, David Blong
Owner's Name: David Blong Lee
Business Address: 412 East Longview Drive
Owner's Address: 825 Michigan Ave #A
Sheboygan WI 53081

Date and Type of Contact: No Contact
(Telephone call, written notice, return tax bill, in person)

Explain circumstances of claim as submitted by person receiving tax bill and attachments:

This business filed the 2014 Statement of Personal Property with a note on it stating the business closed since August 2013 due to storm damage. Will reopen sometime in 2014. I inadvertently assessed them. I contacted Joe Wisnet, owner of the building who stated the bldg. was extensively damaged during the 8/13 storm. The 1st floor was entirely demolished and he stated Dr. Lee's dental office resumed business as of 4/1/2014.

Was a Personal Property form signed and filed? If yes, Date: Yes
Signature: David Blong Lee

Was this a doamage assessment? If yes, date of notice: Yes, June 5, 2014

Is this assessment defensible in Small Claims Court? If Yes, why? If No, why not?
No, This business was not at this location or open in Appleton on January 1, 2014.

Circle the Basis for Rescinding or Refunding (Wisc.Stats. 74.33(1)):

- ☒ a. A clerical error has been made in the description of the property or in the computation of the tax.
b. The assessment included real property improvements which did not exist on the assessment date.
c. The property is exempt by law from taxation.
d. The property is not located in the taxation district for which the tax roll was prepared.
e. A double assessment has been made.
f. An arithmetic, transpositional or similar error has occurred.

ACTION SUGGESTED:

- ☐ 1. Assessment is valid. Enforce Collection.
☒ 2. Recommend to Finance Committee that the tax bill be cancelled.
☐ 3. Other: _____

DATE: 2/19/15

Assessor Signature: 

CITY OF APPLETON
FINANCE DEPARTMENT
PO BOX 2519
APPLETON WI 54912

STATE OF WISCONSIN - OUTAGAMIE COUNTY TREASURER
PERSONAL PROPERTY TAX BILL FOR 2014

BILL NO. 68803

Correspondence should refer to parcel number.

PARCEL #: 316 99246500

Assessed Value Land	Ass'd Value Improve	Tot Assessed Value	Ave. Assmt. Ratio	Est. Fair Mkt. Land	Est. Fair Mkt. Improve	Tot Est. Fair Mkt.	<input type="checkbox"/> A star in this box means unpaid prior year taxes																																																																							
Personal	Property	8,500	.0000	Personal Property																																																																										
<table border="1"> <thead> <tr> <th>TAXING JURISDICTION</th> <th>2013 Est. State Aids Allocated Tax Dist.</th> <th>2014 Est. State Aids Allocated Tax Dist.</th> <th>2013 Net Tax</th> <th>2014 Net Tax</th> <th>% Tax Change</th> </tr> </thead> <tbody> <tr> <td>STATE</td> <td></td> <td></td> <td>1.35</td> <td>1.42</td> <td>5.2%</td> </tr> <tr> <td>COUNTY</td> <td>1,661,285</td> <td>1,686,892</td> <td>37.49</td> <td>39.68</td> <td>5.8%</td> </tr> <tr> <td>CITY</td> <td>11,382,442</td> <td>11,497,244</td> <td>67.53</td> <td>70.97</td> <td>5.1%</td> </tr> <tr> <td>APPLETON SCHOOL</td> <td>46,937,538</td> <td>52,277,898</td> <td>62.92</td> <td>67.76</td> <td>7.7%</td> </tr> <tr> <td>FOX VALLEY TECH</td> <td>1,403,378</td> <td>1,215,767</td> <td>15.71</td> <td>9.41</td> <td>-40.1%</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td>%</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td>%</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td>%</td> </tr> <tr> <td>Totals</td> <td>61,384,643</td> <td>66,677,801</td> <td>185.00</td> <td>189.24</td> <td>2.3%</td> </tr> <tr> <td>Lottery & Gaming Credit</td> <td></td> <td></td> <td>.00</td> <td>.00</td> <td>%</td> </tr> <tr> <td>Net Property Tax</td> <td></td> <td></td> <td>185.00</td> <td>189.24</td> <td>2.3%</td> </tr> </tbody> </table>				TAXING JURISDICTION	2013 Est. State Aids Allocated Tax Dist.	2014 Est. State Aids Allocated Tax Dist.	2013 Net Tax	2014 Net Tax	% Tax Change	STATE			1.35	1.42	5.2%	COUNTY	1,661,285	1,686,892	37.49	39.68	5.8%	CITY	11,382,442	11,497,244	67.53	70.97	5.1%	APPLETON SCHOOL	46,937,538	52,277,898	62.92	67.76	7.7%	FOX VALLEY TECH	1,403,378	1,215,767	15.71	9.41	-40.1%						%						%						%	Totals	61,384,643	66,677,801	185.00	189.24	2.3%	Lottery & Gaming Credit			.00	.00	%	Net Property Tax			185.00	189.24	2.3%	NET PROPERTY TAX \$ 189.24		
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School taxes reduced by school levy tax credit \$ 12.26						Net Assessed Value Rate (Does NOT reflect Lottery Credit) .02226500																																																																								
LEE DDS, DAVID BLONG 825 MICHIGAN AVE #A SHEBOYGAN WI 53081				412 E LONGVIEW DR																																																																										
Total Due \$ 189.24						FOR FULL PAYMENT \$ 189.24																																																																								
BY JANUARY 31, 2015						Warning: If not paid by due dates, installments option is lost and total tax is delinquent subject to interest (see reverse).																																																																								

Property Address 412 E LONGVIEW DR
SEE REVERSE SIDE FOR IMPORTANT INFORMATION
RETAIN THIS PORTION AS YOUR COPY

Bill not mailed, needs to be cancelled.

DUE DATE

March 1, 2014

STATEMENT OF PERSONAL PROPERTY

Subject to Assessment January 1, 2014

2014

Who Must File? Every person, firm, or corporation as defined in Section 70.35 Wis. Statutes receiving from the assessor a return of personal property, must submit the return to the assessor on or before March 1. This return is confidential and is not available for public inspection.

Failure to File: If you fail to file, the assessor must estimate the value of your property using the best information available. In addition, you shall be denied any right of abatement by the board of review, under Section 70.35(4), Wis. Statutes.

Property Owner: (or in charge as agent, consignee, or other representative capacity)

LEE DDS, DAVID BLONG
412A E LONGVIEW DR
APPLETON WI 54911

RECEIVED

FEB 7 2014

ASSESSORS OFFICE
APPLETON, WI 54911

**FOR ASSISTANCE IN COMPLETING THIS FORM
YOU MAY CONTACT THE ASSESSOR**

☐ Town
☐ Village of } Appleton
☒ City
County of Outagamie

Account Number 6-2465-00

Property Address 412 E LONGVIEW DR

Engaged in Business of

☐ Sole Proprietorship ☐ Partnership ☐ Corporation ☐ LLC ☐ LLP

FEIN#

School District TID #
Assessor APPLETON ASSESSOR'S OFFICE
100 NORTH APPLETON STREET
APPLETON, WI 54911
PP: SHERYL SNELL
920-832-6045

New Owner Name
Situs Address
Mailing Address
City, State, Zip
Phone No. ()

Type of Change

☐ Discontinued☐ Sold☐ Incorporated☒ Moved Closed.

Date of Change

Date of Change

Business closed since Aug. 2013
due to storm damage; will be
reopen sometime in 2014

Schedule A

SUMMARY OF PERSONAL PROPERTY AS OF JANUARY 1, 2014

Schedule A is the summary of all taxable personal property from Schedules B through H. The total of column 3 is your declaration of personal property subject to tax within this municipality. Do not write "SALY" for Same as Last Year; forms must be filled out completely. Note that Schedule D-1, exempt computer equipment and software, cash registers and single-function fax machines, is excluded from TOTAL ASSESSABLE.

Column 1 Property Description	Column 2 Subtotals	Column 3 Totals	Column 4 LEAVE BLANK
1. Boats & Other Watercraft (from Schedule B)			1
2. Machinery, Tools & Patterns (from Schedule C)			2
3. Furniture, Fixtures & Office Equipment (from Schedule D)			3
5. Multifunction Fax Machines, Copiers & Phone Systems (from Schedule D-2)			3
6. TOTAL OF LINES 3 and 5			
7. Leased Equipment (Property in charge of but not owned from Schedule F)			
8. Supplies (from Schedule G)			4A
9. All Other Personal Property (from Schedule H)			
10. TOTAL OF LINES 7, 8, and 9			
11. Building on Leased Land (from Schedule E)			4B
TOTAL ASSESSABLE (TOTAL OF LINES 1, 2, 6, 10, and 11)			

4. EXEMPT Computer Equipment & Software... (from Schedule D-1)

Please report the total from Schedule D-1 from the 2013 PA-003

I hereby declare all information given is true and correct for all the personal property for which I am subject to assessment and which was owned by me or held in my possession on January 1, 2014.

Owners Name (please print) David Blong Lee	Signature & Date [Signature] 2/4/14	Preparer's Name (please print)	Signature & Date
Owners Full Address		Preparer's Full Address	
Owner's Phone Number (720) 459-9010	Fax Number (920) 459-9272	Preparer's Phone Number ()	Fax Number ()
E-mail		E-mail	



MEMO

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

TO: Finance Committee

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

DATE: February 19, 2015

RE: The following 2014 Budget adjustment be approved for the Meade Street Project:

4240.6809 – Infrastructure Construction	+\$150,735
4240.5065 – Other Reimbursements	+\$150,735

At the February 19, 2014 meeting of the Common Council a budget adjustment of \$125,000 was approved so the City of Appleton could be the lead agency on the joint City of Appleton/Town of Grand Chute Meade Street Paving Project. At that time, Grand Chute's portion of the project was not well-defined nor fully designed so the budget adjustment was our best estimate at the time.

The Meade Street Project was completed in late 2014 and Grand Chute's final cost for their segment of the project was \$275,735.10. The City received full payment in January, 2015.

In order to accurately reflect all expenses and revenue related to the Meade Street Project, we need an additional budget adjustment as shown above.

Thank you for your consideration of this budget adjustment. I will be in attendance at the Finance Committee meeting to answer any questions you may have.

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

AN ORDINANCE AMENDING SECTION 13-7 OF CHAPTER 13 OF THE MUNICIPAL CODE OF THE CITY OF APPLETON, RELATING TO POSSESSION OF ALCOHOLIC BEVERAGES.

(Parks and Recreation Committee – 3-4-15)

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

Section 1: That Section 13-7 of Chapter 13 of the Municipal Code of the City of Appleton, relating to possession of alcoholic beverages, is hereby amended to read as follows:

Sec. 13-7. Possession of alcoholic beverages.

(a) No alcoholic beverages, other than fermented malt beverages and wine, are allowed in any park.

(b) No person shall drink from or possess an open container of permitted alcoholic beverages in any park before 10:00 a.m. or after 10:00 p.m.

(c) Time limitations in this section shall be extended in the posted areas of Appleton Memorial Park while organized league or tournament play is in progress.

(d) Time limitations in this section shall be extended to 9:00 a.m. at Reid Golf Course.

(e) No alcoholic beverages of any kind may be carried into posted areas of Appleton Memorial Park during times when alcoholic beverages are offered for sale by licensed vendors located within the posted areas.

(f) No alcoholic beverages of any kind may be carried into any area of Reid Golf Course at any time unless the alcoholic beverage was purchased at Reid Golf Course.

(g) Permits to extend these time limitations, or type of alcohol permitted, may be applied for from the Director or designee thereof. A decision to deny such permit may be appealed to the appropriate committee of jurisdiction.

Section 2: This ordinance shall be in full force and effect from and after its passage and publication.

AN ORDINANCE MODIFYING THE BOUNDARIES INCLUDED IN THE AGREEMENT WITH THE VILLAGE OF LITTLE CHUTE.

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

Section 1. Territory Annexed. In accordance with §66.0301(6)(c) of the Wisconsin Statutes and the intergovernmental cooperation agreement between the Village of Little Chute and the City of Appleton, the Village and the City hereby establish the boundary line separating the Village and the City, in Outagamie County, Wisconsin, lying contiguous to both the City of Appleton and the Village of Little Chute:

AREA 1

A part of the Northwest ¼ of the Southwest ¼ and the Southwest ¼ of the Southwest ¼ of Section 8, Township 21 North, Range 18 East, Village of Little Chute and the City of Appleton, Outagamie County, Wisconsin, containing 1.216 Acres of land m/l and being further described as follows:

*Commencing at the West ¼ corner of said Section 8;
Thence S.00°10'34"W. 662.48 feet along the West line of the Southwest ¼ of said Section 8 to the point of beginning;
Thence S.89°07'04"E. 40.00 feet to the East line of French Road;
Thence S.00°10'34"W. 1324.76 feet along the East line of French Road;
Thence N.89°21'59"W. 40.00 feet to the West line of the Southwest ¼ of said Section 8;
Thence N.00°10'34"E. 1324.93 feet along the West line of the Southwest ¼ of said Section 8 to the point of beginning.
Right of way owned entirely by the City of Appleton (No parcel number).*

AREA 2

A part of the Northwest ¼ of the Northwest ¼ and the Southwest ¼ of the Northwest ¼ of Section 17, Township 21 North, Range 18 East, City of Appleton, Outagamie County, Wisconsin, containing 3.043 Acres of land m/l and being further described as follows:

*Commencing at the Northwest corner of said Section 17 and being the point of beginning;
Thence S.89°29'51"E. 127.73 feet along the North line of the NW ¼ of said Section 17;
Thence S.00°30'09"W. 33.00 feet to the South line of Evergreen Drive;
Thence S.33°26'30"W. 6.80 feet along the South line of Evergreen Drive;
Thence Southwesterly 54.51 feet along the South line of Evergreen Drive, along the arc of a curve to the left, having a radius of 238.50 feet and the chord of which bears S.73°32'55"W. 54.39 feet;
Thence continue Southwesterly 37.88 feet along the South line of Evergreen Drive, along the arc of a curve to the left having a radius of 78.50 feet and the chord of which bears S.53°10'41"W. 37.51 feet to the East line of French Road;
Thence S.01°05'48"E. 46.80 feet along the East line of French Road;
Thence S.03°14'37"E. 400.30 feet along the East line of French Road;
Thence S.12°12'33"E. 203.82 feet along the East line of French Road;
Thence S.06°15'58"E. 420.66 feet m/l along the East line of French Road to a bend point in the North line of U.S.H. "41";*

*Thence S.04°55'49"W. 373.06 feet to the Southeasterly corner of French Road and U.S.H. "41";
Thence S.89°55'43"W. 93.03 feet to the West line of the NW ¼ of said Section 17'
Thence N.01°05'48"W. 1513.56 feet along the West line of the NW ¼ of said Section 17 to the point of beginning.
Right of way entirely within the City of Appleton per City of Appleton Thyssen Annexation, adopted July 3, 1991 (No parcel number).*

The above-described properties shall be included within the boundaries of the City of Appleton, Outagamie County, Wisconsin.

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 Thirty-eighth (38th) Ward, attached to the Thirteenth (13th) Aldermanic District of the City of Appleton, Outagamie County, subject to the ordinances, rules and regulations of the City governing wards.

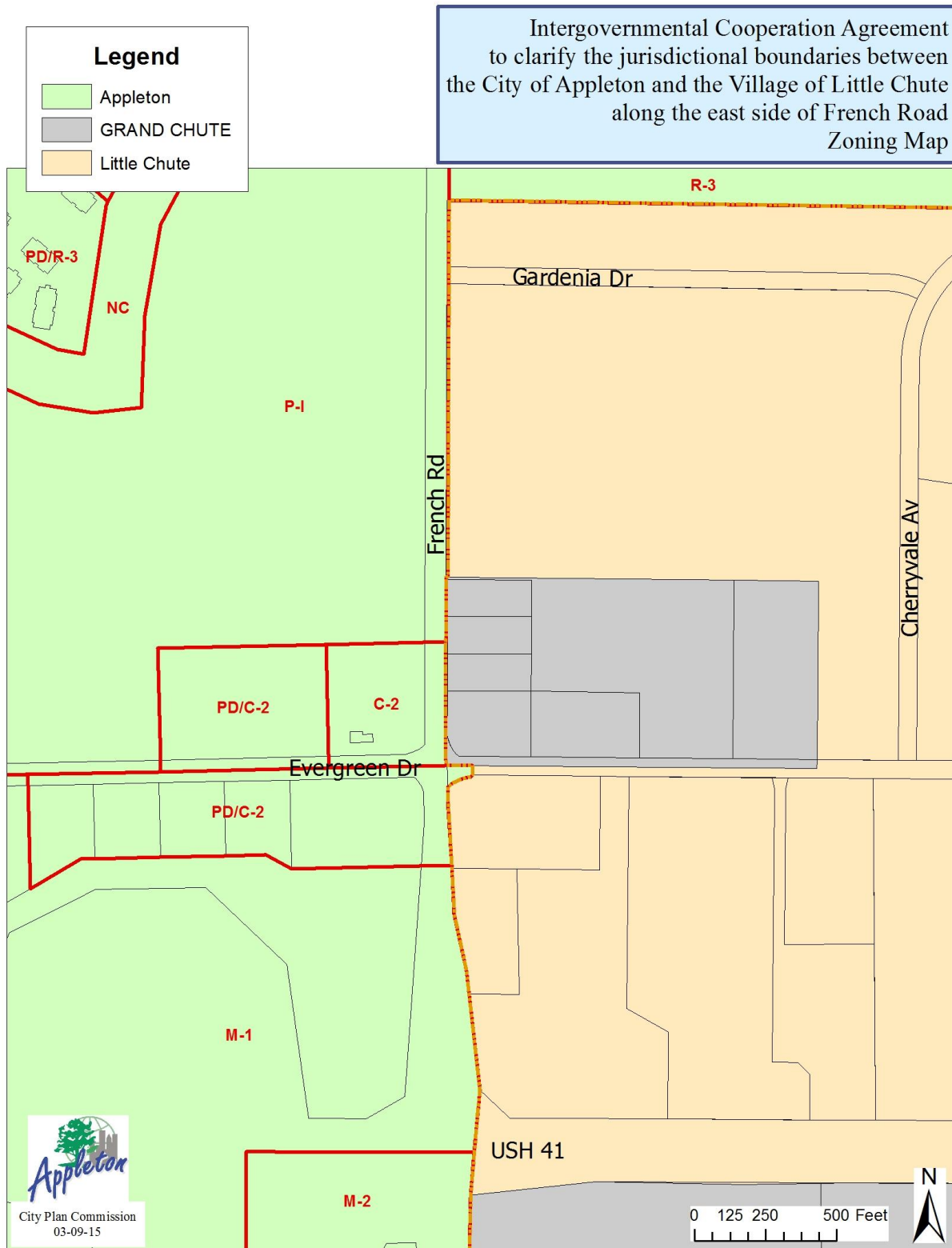
Section 4. Zoning Classification (pursuant to attached zoning map). The territory described in Section 1 is hereby zoned as follows, pursuant to §66.0217(7)(a), Stats., and §23-65(e), Appleton Municipal Code:

AREA 1: P-I Public Institutional District.

AREA 2: PD/C-2 Planned Development General Commercial District, M-1 Industrial Park District and M-2 General Industrial 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.



ACKNOWLEDGMENTS

1. Outagamie County (Seller) owns two parcels of land located directly north of the Outagamie County Justice Center, South of Lawrence Street and East of Elm Street in the city of Appleton. One parcel is currently used for surface parking and contains 103 parking stalls. (Hereinafter the parcels jointly shall be referred to as the “Property”).

2. The City of Appleton (Buyer) seeks to purchase the Property as part of an effort to assist in the development of an Exhibition Center that will be connected by skyway to the Radisson Paper Valley Hotel. The intent is that the City of Appleton or ARA will own the Exhibition Center and a Payment in Lieu of Taxes (PILOT) will be negotiated.

3. Comprehensive studies have identified several properties as potentially viable sites and determined that the described County “Property” is the optimal site for the location of an Exhibition Center.

4. This Agreement takes into consideration the County’s investment in the identified properties, which includes purchase price, demolition, infrastructure upgrades and construction costs for the current parking lot. This agreement, in time, may also create additional on-street and off-street parking stalls designated for County use totaling 125 stalls (37 on Eighth, 30 on Walnut, 9 on Sixth, 25 on Elm, 24 in Lot #9). This agreement further identifies the City’s willingness to work with the County on several issues surrounding parking and that future parking needs will be accommodated through mutual efforts. The City will include the Outagamie County campus as part of the 2014 Downtown Appleton Parking Study. It is anticipated that the 2014 Downtown Appleton Parking Study will be completed before the end of the year, probably late November or early December. Once the report is complete, then decisions can be made about parking and timing. Since the Appleton Common Council has already voted to demolish the Blue Ramp by 2020, decisions about parking are imminent.

5. It has been established in past years by respective City Councils, County Boards of Supervisors and chief elected executives of the respective bodies that it is mutually advantageous for the county campus to remain in downtown Appleton for the preservation and use of existing campus buildings, the location’s proximity to public transportation, and for its contribution to the continued economic vitality of downtown Appleton.

6. The viability of County government at its present location requires easy access to County buildings for customers and employees. The availability and maintenance of adequate, proximate and free parking is a key to providing such access, enabling the County to promote and achieve its mission to provide quality services to its residents.

AMENDED PURCHASE AGREEMENT

This Purchase Agreement is between the City of Appleton (Buyer) and Outagamie County (Seller) for the purchase of Seller's property identified in attached Exhibit A, located in the City of Appleton, Outagamie County, Wisconsin.

CONTINGENCIES

This Agreement is contingent upon:

1. Approval by the City of Appleton Common Council and the Outagamie County Board of Supervisors. The respective governmental bodies must approve this agreement.
2. Financing being secured by the Appleton Redevelopment Authority through the issuance of bonds or other means and said financing being approved by the City of Appleton Common Council; and, obtaining all local, state and federal approvals required for the construction of an exhibition center on the described property.
3. The closing for this transaction must occur on or before November 30, 2015. The location of the closing shall be mutually agreed to between Buyer and Seller.
4. An operation and management agreement executed by the owner of the Radisson Paper Valley Hotel with the terms of said agreement first being approved by the City of Appleton Common Council.
5. The City of Appleton shall conduct a geotechnical analysis of the described property with the results of such analysis being found satisfactory to the City of Appleton.
6. All municipalities currently collecting room tax including the Cities of Appleton, Kaukauna and Neenah, the Towns of Grand Chute, Neenah and Menasha and the Villages of Kimberly, Little Chute and Sherwood shall take any necessary actions and enter into any necessary agreements for the purpose of each collecting additional room taxes, in an amount to be determined, with the proceeds of such taxes collected being directed toward repayment of bonds issued for the exhibition center's construction.

CONSIDERATION

As consideration for Seller's agreement to convey the described property, Buyer shall:

1. Pay to Seller the sum of two million sixty thousand dollars (\$2,060,000.00) for the Property, which includes the \$40,000 cost the County incurred for demolition of the convent.
2. Prior to the construction of the Exhibiton Center, the City of Appleton will create 25 angled, unmetered parking stalls on Elm Street (6th to 7th Street).

3. Prior to the construction of the Exhibition Center and at the previous request of the County, the City has agreed to remove the 20 parking meters (14 on Walnut and 6 on Sixth) surrounding the County campus on Walnut Street and Sixth Street. The City will have 3 additional stalls striped on Sixth Street.
4. The City agrees to continue to enforce parking on the streets as long as the posted signage contains language that is enforceable.
5. The County will have the first right of refusal on purchase of the Exhibition Center facility, if and when the City of Appleton or ARA decides to sell the Exhibition Center facility.
6. The City of Appleton will cover the cost of required utility relocations in order to construct the Exhibition Center.
7. The County may continue to use the parking on the Property until the commencement of construction of the Exhibition Center facility.
8. The City of Appleton, upon beginning construction of the Exhibition Center will supply up to 53 permits, at no cost to the County, in the Red (Midtown) Ramp for County use. There shall be guaranteed parking for permit holders in the Red (Midtown) Ramp, although the parking stall locations within the ramp may vary. If it is decided to not build a parking structure on the County's North Lot, and an alternative viable option is not agreed to by both the County and the City, Buyer shall construct and install at its expense 40 new angled parking stalls on Walnut and Eighth Streets and shall remove the parking meters from 13 existing parallel stalls on Eighth Street totaling 53 parking stalls dedicated for County use on Eighth and Walnut Streets, no later than eighteen months following the completion of the Exhibition Center facility
 - a. Buyer shall provide all necessary signage designating such stalls for County parking, subsequent to consulting with County administration as to the language to be included on the signs. County shall reimburse Buyer for cost of said signage.
 - b. Buyer and Seller shall mutually ensure that an exit route will remain north of the Justice Center onto Eighth Street, sufficient for semi-truck delivery vehicles.
9. After the City of Appleton's Parking Study is completed, if it is decided to not build a parking structure on the County's North Lot, and an alternative viable option is not agreed to by both the County and the City, Buyer shall lease to seller, for the nominal consideration of \$1.00 for 99 years, the City parking lot containing 24 stalls on Walnut Street located across from St. Joseph's Church (also known as Lot #9).
10. Maintain and not amend current neighborhood parking restrictions on the following streets without joint approval of the Appleton Common Council and the Outagamie County Board of Supervisors: Elm Street from Fifth to Sixth Street,

Fifth Street from Elm Street to State Street, Seventh and Eighth Street from Walnut to State Street.

11. The City and the County agree to work cooperatively to assist in solving long-term parking needs surrounding the County campus as those needs arise.

PROPERTY CONDITION

Buyer agrees to take the Property as is and Seller makes no representations as to the condition of the Property or the improvements, thereon, apart from a warranty that it holds the property free and clear of any liens and encumbrances. Seller specifically discloses that there is a portion of the subsurface that is contaminated by petroleum. **The Wisconsin Department of Natural Resources (DNR) has issued a closure letter for the site in its present condition; however, in**

the event the site is excavated remediation may be required by the DNR. A copy of a report detailing the contamination will be provided to Buyer at least ten (10) days prior to Closing. Seller holds an indemnification from St. Joseph's Parish for remediation expenses with a balance of approximately one-hundred and sixty thousand dollars (\$160,000.00) that the Seller will assign to the Buyer at the closing of this transaction. Seller's sole obligation will be the assignment of the indemnification agreement. Seller shall not be liable for any expenses associated with the environmental investigation, remediation, or monitoring of the site subsequent to the closing of this transaction.

OCCUPANCY

Occupancy of the property shall be delivered to Buyer at the time of closing.

PROPERTY DIMENSIONS AND SURVEYS

Buyer acknowledges that any land dimensions, total square footage/acreage figures, or allocation of acreage information, provided to Buyer by Seller or by a broker, may be approximate because of rounding or other reasons, unless verified by survey or other means. ***CAUTION: Buyer should verify land dimensions, total square footage/acreage figures or allocation of acreage information if material to Buyer's decision to purchase.***

CONVEYANCE OF TITLE

Upon payment of the purchase price, Seller shall convey the Property by warranty deed (or other conveyance as provided herein) free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use restrictions and covenants, general taxes levied in the year of closing and _____

(provided none of the foregoing prohibit present use of the Property), which constitutes merchantable title for purposes of this transaction. Seller further agrees to complete and execute the documents necessary to record the conveyance.

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 purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. **CAUTION: IF TITLE EVIDENCE WILL BE GIVEN BY ABSTRACT, STRIKE TITLE INSURANCE PROVISIONS AND INSERT ABSTRACT PROVISIONS.**

PROVISION OF MERCHANTABLE TITLE: Seller shall pay all costs of providing title evidence. For purposes of closing, title evidence shall be acceptable if the commitment for the

required title insurance is delivered to Buyer's attorney or Buyer not less than three (3) business days before closing, showing title to the Property as of a date no more than fifteen (15) days before delivery of such title evidence to be merchantable, subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements and exceptions, as appropriate. ***CAUTION: BUYER SHOULD CONSIDER UPDATING THE EFFECTIVE DATE OF THE TITLE COMMITMENT PRIOR TO CLOSING OR A "GAP ENDORSEMENT" WHICH WOULD INSURE OVER LIENS FILED BETWEEN THE EFFECTIVE DATE OF THE COMMITMENT AND THE DATE THE DEED IS RECORDED.***

TITLE ACCEPTABLE FOR CLOSING

If title is not acceptable for closing, Buyer shall notify Seller in writing of objections to title by the time set for closing. In such event, Seller shall have a reasonable time, but not exceeding fifteen (15) days, to remove the objections, and the time for closing shall be extended as necessary for this purpose. In the event that Seller is unable to remove said objections, Buyer shall have five (5) days from the receipt of notice thereof, to deliver written notice waiving the objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, this Offer shall be null and void. Providing title evidence acceptable for closing does not extinguish Seller's obligations to give merchantable title to Buyer.

ENTIRE CONTRACT

This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller regarding the transaction. All prior negotiations and discussion have been merged into this Offer. This Agreement binds and inures to the benefit of the Parties to this Offer and their successors in interest.

DEFAULT: 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 material failure to perform any obligation under this Offer is a default which may subject the defaulting party to liability for damages or other legal remedies.

If **Buyer defaults**, Seller may:

- 1) sue for specific performance and request the earnest money as partial payment for the purchase price, or
- 2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages, or (b) direct Broker to return the earnest money and have the option to sue for actual damages.

If **Seller defaults**, Buyer may:

- 1) sue for specific performance, or
- 2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

In addition, the parties may seek any other remedies available in law or equity.

The terms, conditions and obligations of this Agreement shall continue beyond the closing date of this transaction.

**OUTAGAMIE COUNTY BOARD MEETING
JUNE 24, 2014**

RESOLUTION NO. 17 —2014-15

Supervisor Culbertson moved, seconded by Supervisor Hagen, for adoption.

RESOLUTION NO. 17—2014-2015 IS ADOPTED AS AMENDED.

1. RABEC	YES	13. VACANT	Absent	25. NOOYEN	YES
2. NAGLER	YES	14. DE GROOT	NO	26. DUNCAN	YES
3. GRADY	YES	VANDENHEUVEL	NO	27.CULBERTSON	YES
4. PATIENCE	YES	16. LEMANSKI	NO	28. STURN	YES
5. IVERSON	YES	17. GROAT	YES	29. BUCHMAN	YES
6. STRENN	YES	18. SPEARS	YES	30. GRIESBACH	YES
7. HAMMEN	YES	19. STUECK	YES	31. THERN	YES
8. KRUEGER	YES	20. THOMAS	YES	32. RAHMLow	YES
9. TRENTLAGE	YES	21. THYSSEN	YES	33. AUSTIN	YES
10. BEHNKE	YES	22. HAGEN	YES	34. RETTLER	YES
11. MEYER	YES	23. KLEMP	NO	35. MELCHERT	YES
12. McDANIEL	NO	24. PLEUSS	YES	36. SUPRISE	NO
Item 3	Passed (29 Y - 6 N - 0 A - 1 Absent)				Majority Vote >

**OUTAGAMIE COUNTY BOARD MEETING
JUNE 24, 2014**

RESOLUTION NO. 17 —2014-15

Supervisor Culbertson moved, seconded by Supervisor Rabec, to amend Page 2 of the attachment (Purchase Agreement), under Contingencies, by adding “3. The closing for this transaction must occur on or before November 30, 2015. The location of closing shall be mutually agreed to between Buyer and Seller.”

AMENDMENT TO RESOLUTION NO. 17—2014-2015 IS ADOPTED.

1. RABEC	YES	13. VACANT	Absent	25. NOOYEN	YES
2. NAGLER	YES	14. DE GROOT	NO	26. DUNCAN	YES
3. GRADY	YES	VANDENHEUVEL	NO	27. CULBERTSON	YES
4. PATIENCE	YES	16. LEMANSKI	ABSTAIN	28. STURN	YES
5. IVERSON	YES	17. GROAT	YES	29. BUCHMAN	YES
6. STRENN	YES	18. SPEARS	YES	30. GRIESBACH	YES
7. HAMMEN	YES	19. STUECK	YES	31. THERN	YES
8. KRUEGER	YES	20. THOMAS	YES	32. RAHMLow	YES
9. TRENTLAGE	YES	21. THYSSEN	YES	33. AUSTIN	YES
10. BEHNKE	YES	22. HAGEN	YES	34. RETTLER	YES
11. MEYER	YES	23. KLEMP	YES	35. MELCHERT	YES
12. McDANIEL	YES	24. PLEUSS	YES	36. SUPRISE	YES
Item 2	Passed (32 Y - 2 N - 1 A - 1 Absent)			Majority Vote	>

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LADIES AND GENTLEMEN:

The County Board approved Resolution 18-2011-12 authorizing the conceptual sale of the former St. Joe's property located directly north of the Justice Center to the City of Appleton. The resolution listed five contingencies including the negotiation of an acceptable sale price and terms. The City of Appleton has submitted an offer to purchase of \$2,060,000. This offer makes the county whole for the original purchase, investment in the property, and demolition of the convent building. Upon closing of the sale of the property, the funds will be committed for future land acquisition or expansion per Resolution 18-2011-12. This resolution accepts the offer to purchase and approves the land sale.

BE IT RESOLVED, that the Outagamie County Board of Supervisors accepts the City of
on's offer to purchase county-owned property located directly north of the Justice Center, as
on the attached Offer to Purchase, which by reference is made a part hereof, and

BE IT FINALLY RESOLVED, that the Outagamie County Clerk be directed to forward a copy resolution to the Mayor of the City of Appleton, the Outagamie County Finance Director, and the Outagamie County Executive.

Respectfully Submitted,

PROPERTY, AIRPORT, RECREATION & ECONOMIC DEVELOPMENT COMMITTEE

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Dean Culbertson
Dean Culbertson

Joy Hagen
Joy Hagen

Tanya Rabec
Tanya Rabec

Dan Grady
Dan Grady

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Ron Klemp
Ron Klemp

Duly and officially adopted by the County Board on: June 24, 2014

Signed: Heidi Nagler
Board Chairperson

Sarah Hickey
County Clerk, Deputy

Approved: 6.26.14

Vetoed: _____

Signed: [Signature]
County Executive

OUTAGAMIE COUNTY FISCAL NOTE

INTRODUCTION: This form must be attached to any resolution or ordinance which contains a spending or revenue proposal. The form should be completed by an individual within the department initiating the resolution or ordinance with assistance from the Financial Services Department. Contact the Finance Director (1674), Controller (1675) or Staff Accountant (1681) for assistance. Once completed, forward a copy of the form to the Financial Services Department for their review. Financial Services will forward a reviewed copy of the fiscal note to Legislative Services.

1. **Subject:** Sale of former St. Joes Property/County Parking Lot to the City of Appleton

2. **Description:** This section must be completed for all fiscal notes. Briefly and concisely describe the request. State assumptions used and discuss any current year and long-term fiscal impacts. (A separate attachment can be used)

The County Board approved Resolution 18-2011-12 authorizing the County to sell the former St. Joes Property/County Parking Lot to the City of Appleton as long as several contingencies are met. One of the contingencies was negotiating an acceptable sales price. The City of Appleton has agreed to purchase the property for \$2,060,000 which makes the County whole for our original purchase of and investment in the property and demolition of the "old convent".

See the attached purchase agreement from the City of Appleton for further terms of the agreement.

Upon the closing of the sale of the property, the following budget adjustment will be made and Per County Board Resolution 18-2011-12, the funds will be committed for future land acquisition and/or expansion.

Current Year Budget Impact (Check one or more of the following boxes)☒

Revenues

☐

Expenses (Cost)

☐

None

3. Is the specific cost or revenue included in the current year's budget? yes () no (X) partially ()
4. If the proposal requests additional spending, can the additional cost be absorbed within the current year's line item? yes () no () n/a (X)
5. Is the proposal to accept additional revenues only? yes (X) no ()
6. Does this request modify/adjust the current year budget? yes (X) no () ONLY UPON CLOSING
If no, skip to question 8 below.
7. Detail current year budget changes. Please list cost center name, line item, account number and either the increase or decrease amount. (Please note that all budget adjustments must balance. For example, an increase in an expenditure account must be offset by a decrease in another expenditure account or the contingency fund or an increase in a revenue account or other funding sources such as fund balance applied.)

		ACCOUNT NUMBER INCLUDING	INCREASE (DECREASE) AMOUNT
COST CENTER NAME	LINE ITEM (i.e. Salaries, Supplies, Etc.)	COST CENTER (i.e. 1004100.5100, 1004100.5400, etc.)	
RECORD ENTRY ONLY	UPON THE SALE CLOSING		
General Fund Revenues	Sale of County Property	1000100.4510.12	\$2,060,000
General Fund Revenues	General Fund Applied	1000100.8955	(\$2,060,000)
BALANCE SHEET			
General Fund	Committed for Land Acquisition	1000000.3868	\$2,060,000
General Fund	Fund Balance	1000000.3891	(\$2,060,000)

Annual and Long-Term Impact

8. Is the above Increase/Decrease a nonrecurring one-time expense or revenue? yes (X) no () n/a ()
9. What is the anticipated annual and/or long-term cost or revenue impact? Annual Cost N/A
Annual Revenue N/A

Fiscal Note

Prepared by: Craig Moser / Brian Massey**For Financial Services purposes only**

Reviewed By:

Bmm 6/11/14

If expenditures are recorded in the financial system at a level of detail lower than the level 6 as shown above, indicate the specific account numbers and amounts below:

ACKNOWLEDGMENTS

1. Outagamie County (Seller) owns two parcels of land located directly north of the Outagamie County Justice Center, South of Lawrence Street and East of Elm Street in the city of Appleton. One parcel is currently used for surface parking and contains 103 parking stalls. (Hereinafter the parcels jointly shall be referred to as the "Property").
2. The City of Appleton (Buyer) seeks to purchase the Property as part of an effort to assist in the development of an Exhibition Center that will be connected by skyway to the Radisson Paper Valley Hotel. The intent is that the City of Appleton or ARA will own the Exhibition Center and a Payment in Lieu of Taxes (PILOT) will be negotiated.
3. Comprehensive studies have identified several properties as potentially viable sites and determined that the described County "Property" is the optimal site for the location of an Exhibition Center.
4. This Agreement takes into consideration the County's investment in the identified properties, which includes purchase price, demolition, infrastructure upgrades and construction costs for the current parking lot. This agreement, in time, may also create additional on-street and off-street parking stalls designated for County use totaling 125 stalls (37 on Eighth, 30 on Walnut, 9 on Sixth, 25 on Elm, 24 in Lot #9). This agreement further identifies the City's willingness to work with the County on several issues surrounding parking and that future parking needs will be accommodated through mutual efforts. The City will include the Outagamie County campus as part of the 2014 Downtown Appleton Parking Study. It is anticipated that the 2014 Downtown Appleton Parking Study will be completed before the end of the year, probably late November or early December. Once the report is complete, then decisions can be made about parking and timing. Since the Appleton Common Council has already voted to demolish the Blue Ramp by 2020, decisions about parking are imminent.
5. It has been established in past years by respective City Councils, County Boards of Supervisors and chief elected executives of the respective bodies that it is mutually advantageous for the county campus to remain in downtown Appleton for the preservation and use of existing campus buildings, the location's proximity to public transportation, and for its contribution to the continued economic vitality of downtown Appleton.
6. The viability of County government at its present location requires easy access to County buildings for customers and employees. The availability and maintenance of adequate, proximate and free parking is a key to providing such access, enabling the County to promote and achieve its mission to provide quality services to its residents.

PURCHASE AGREEMENT

This Purchase Agreement is between the City of Appleton (Buyer) and Outagamie County (Seller) for the purchase of Seller's property identified in attached Exhibit A, located in the City of Appleton, Outagamie County, Wisconsin.

CONTINGENCIES

This Agreement is contingent upon:

1. Approval by the City of Appleton Common Council and the Outagamie County Board of Supervisors. The respective governmental bodies must approve this agreement.
2. Financing being secured by a private entity and all local, state and federal approvals necessary for the construction of an Exhibition Center on the described property.
3. The closing for this transaction must occur on or before November 30, 2015. The location of the closing shall be mutually agreed to between Buyer and Seller.

CONSIDERATION

As consideration for Seller's agreement to convey the described property, Buyer shall:

1. Pay to Seller the sum of two million sixty thousand dollars (\$2,060,000.00) for the Property, which includes the \$40,000 cost the County incurred for demolition of the convent.
2. Prior to the construction of the Exhibition Center, the City of Appleton will create 25 angled, unmetered parking stalls on Elm Street (6th to 7th Street).
3. Prior to the construction of the Exhibition Center and at the previous request of the County, the City has agreed to remove the 20 parking meters (14 on Walnut and 6 on Sixth) surrounding the County campus on Walnut Street and Sixth Street. The City will have 3 additional stalls striped on Sixth Street.
4. The City agrees to continue to enforce parking on the streets as long as the posted signage contains language that is enforceable.
5. The County will have the first right of refusal on purchase of the Exhibition Center facility, if and when the City of Appleton or ARA decides to sell the Exhibition Center facility.
6. The City of Appleton will cover the cost of required utility relocations in order to construct the Exhibition Center.
7. The County may continue to use the parking on the Property until the commencement of construction of the Exhibition Center facility.

8. The City of Appleton, upon beginning construction of the Exhibition Center will supply up to 53 permits, at no cost to the County, in the Red (Midtown) Ramp for County use. There shall be guaranteed parking for permit holders in the Red (Midtown) Ramp, although the parking stall locations within the ramp may vary. If it is decided to not build a parking structure on the County's North Lot, and an alternative viable option is not agreed to by both the County and the City, Buyer shall construct and install at its expense 40 new angled parking stalls on Walnut and Eighth Streets and shall remove the parking meters from 13 existing parallel stalls on Eighth Street totaling 53 parking stalls dedicated for County use on Eighth and Walnut Streets, no later than eighteen months following the completion of the Exhibition Center facility
 - a. Buyer shall provide all necessary signage designating such stalls for County parking, subsequent to consulting with County administration as to the language to be included on the signs. County shall reimburse Buyer for cost of said signage.
 - b. Buyer and Seller shall mutually ensure that an exit route will remain north of the Justice Center onto Eighth Street, sufficient for semi-truck delivery vehicles.
9. After the City of Appleton's Parking Study is completed, if it is decided to not build a parking structure on the County's North Lot, and an alternative viable option is not agreed to by both the County and the City, Buyer shall lease to seller, for the nominal consideration of \$1.00 for 99 years, the City parking lot containing 24 stalls on Walnut Street located across from St. Joseph's Church (also known as Lot #9).
10. Maintain and not amend current neighborhood parking restrictions on the following streets without joint approval of the Appleton Common Council and the Outagamie County Board of Supervisors: Elm Street from Fifth to Sixth Street, Fifth Street from Elm Street to State Street, Seventh and Eighth Street from Walnut to State Street.
11. The City and the County agree to work cooperatively to assist in solving long-term parking needs surrounding the County campus as those needs arise.

PROPERTY CONDITION

Buyer agrees to take the Property as is and Seller makes no representations as to the condition of the Property or the improvements, thereon, apart from a warranty that it holds the property free and clear of any liens and encumbrances. Seller specifically discloses that there is a portion of the subsurface that is contaminated by petroleum. **The Wisconsin Department of Natural Resources (DNR) has issued a closure letter for the site in its present condition; however, in**

the event the site is excavated remediation may be required by the DNR. A copy of a report detailing the contamination will be provided to Buyer at least ten (10) days prior to Closing. Seller holds an indemnification from St. Joseph's Parish for remediation expenses with a balance of approximately one-hundred and sixty thousand dollars (\$160,000.00) that the Seller will assign to the Buyer at the closing of this transaction. Seller's sole obligation will be the assignment of the indemnification agreement. Seller shall not be liable for any expenses associated with the environmental investigation, remediation, or monitoring of the site subsequent to the closing of this transaction.

OCCUPANCY

Occupancy of the property shall be delivered to Buyer at the time of closing.

PROPERTY DIMENSIONS AND SURVEYS

Buyer acknowledges that any land dimensions, total square footage/acreage figures, or allocation of acreage information, provided to Buyer by Seller or by a broker, may be approximate because of rounding or other reasons, unless verified by survey or other means. **CAUTION: Buyer should verify land dimensions, total square footage/acreage figures or allocation of acreage information if material to Buyer's decision to purchase.**

CONVEYANCE OF TITLE

Upon payment of the purchase price, Seller shall convey the Property by warranty deed (or other conveyance as provided herein) free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use restrictions and covenants, general taxes levied in the year of closing and _____

_____ (provided none of the foregoing prohibit present use of the Property), which constitutes merchantable title for purposes of this transaction. Seller further agrees to complete and execute the documents necessary to record the conveyance.

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 purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. **CAUTION: IF TITLE EVIDENCE WILL BE GIVEN BY ABSTRACT, STRIKE TITLE INSURANCE PROVISIONS AND INSERT ABSTRACT PROVISIONS.**

PROVISION OF MERCHANTABLE TITLE: Seller shall pay all costs of providing title evidence. For purposes of closing, title evidence shall be acceptable if the commitment for the

required title insurance is delivered to Buyer's attorney or Buyer not less than three (3) business days before closing, showing title to the Property as of a date no more than fifteen (15) days before delivery of such title evidence to be merchantable, subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements and exceptions, as appropriate. ***CAUTION: BUYER SHOULD CONSIDER UPDATING THE EFFECTIVE DATE OF THE TITLE COMMITMENT PRIOR TO CLOSING OR A "GAP ENDORSEMENT" WHICH WOULD INSURE OVER LIENS FILED BETWEEN THE EFFECTIVE DATE OF THE COMMITMENT AND THE DATE THE DEED IS RECORDED.***

TITLE ACCEPTABLE FOR CLOSING

If title is not acceptable for closing, Buyer shall notify Seller in writing of objections to title by the time set for closing. In such event, Seller shall have a reasonable time, but not exceeding fifteen (15) days, to remove the objections, and the time for closing shall be extended as necessary for this purpose. In the event that Seller is unable to remove said objections, Buyer shall have five (5) days from the receipt of notice thereof, to deliver written notice waiving the objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, this Offer shall be null and void. Providing title evidence acceptable for closing does not extinguish Seller's obligations to give merchantable title to Buyer.

ENTIRE CONTRACT

This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller regarding the transaction. All prior negotiations and discussion have been merged into this Offer. This Agreement binds and inures to the benefit of the Parties to this Offer and their successors in interest.

DEFAULT: 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 material failure to perform any obligation under this Offer is a default which may subject the defaulting party to liability for damages or other legal remedies.

If Buyer defaults, Seller may:

- 1) sue for specific performance and request the earnest money as partial payment for the purchase price, or
- 2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages, or (b) direct Broker to return the earnest money and have the option to sue for actual damages.

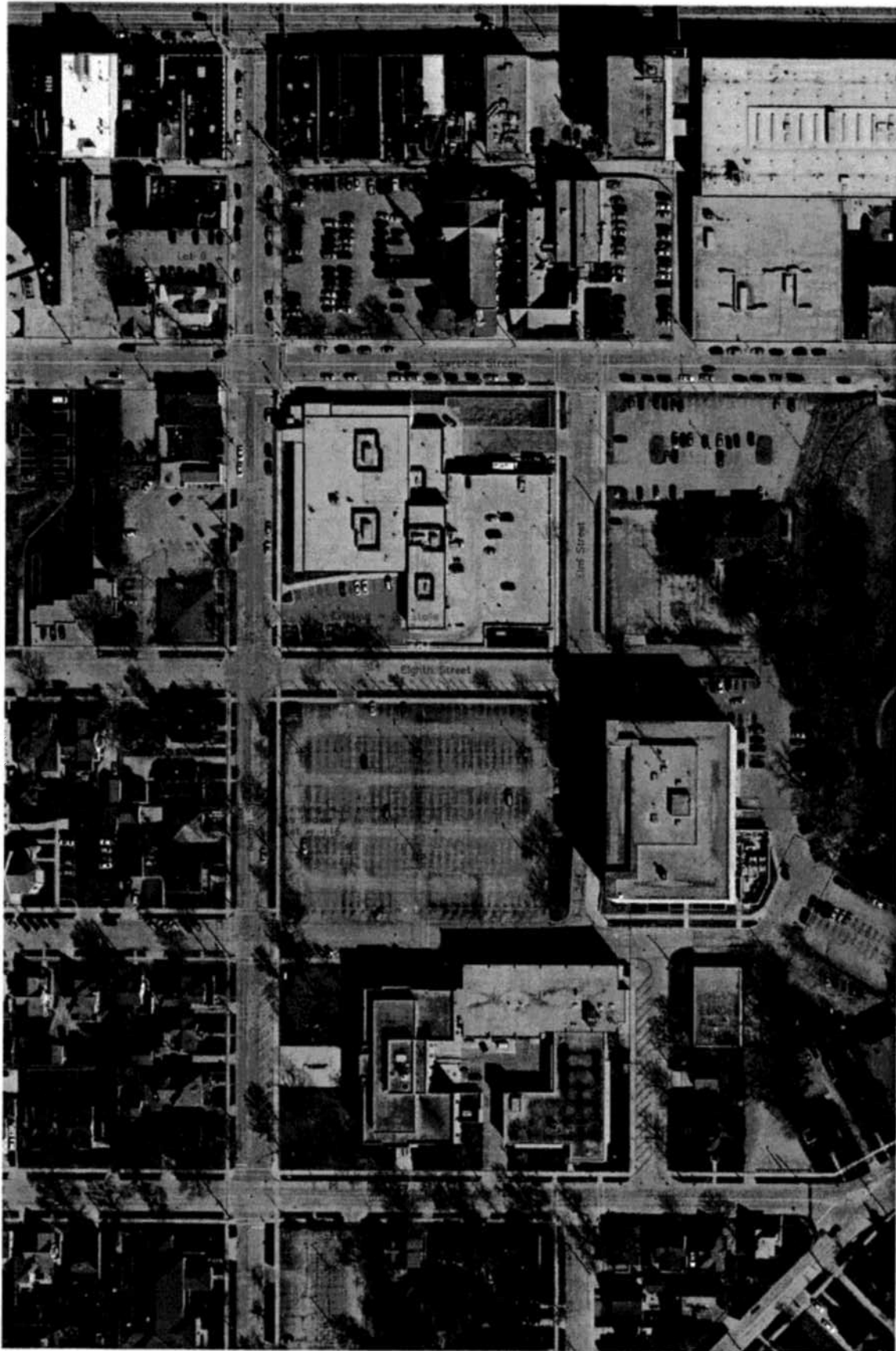
If Seller defaults, Buyer may:

- 1) sue for specific performance, or
- 2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

In addition, the parties may seek any other remedies available in law or equity.

The terms, conditions and obligations of this Agreement shall continue beyond the closing date of this transaction.

J:\Attorney\WORD\jpw\Expo Center\Purchase Agreement - COA & OC (OC Edits 6 19 2014).doc
Last Updated: June 19, 2014



OUTAGAMIE COUNTY BOARD MEETING
JUNE 14, 2011

Resolution No. 18 --2011-12

ROLL CALL to adopt as amended. RESOLUTION #18 --2011-12 IS ADOPTED.

1 C. SCHMIDT	NO	19 VANDENHEUVEL	NO
2 H. NAGLER	YES	20 M. TRENTLAGE	Not Present
3 J. MAHAN	YES	21 L. HAMMEN	NO
4 W. DEFFERDING	YES	22 P. HIRTE	NO
5 J. IVERSON	YES	23 D. SCHOMMER	NO
6 T. RABEC	NO	24 J. McDANIEL	YES
7 J. MUELLER	NO	25 M. McANDREWS	YES
8 P. BECKLEY	YES	26 VANDER HEIDEN	NO
9 P. STUECK	YES	27 C. KRAMER	NO
10 A. STRAUCH	YES	28 N. AUSTIN	YES
11 K. GROAT	YES	29 J. SCHUETTE	YES
12 R. GOSSE	YES	30 R. WEYENBERG	NO
13 D. JANSSEN	YES	31 N. HOFACKER	NO
14 D. BUECHEL	YES	32 A. SCHMIDT	YES
15 J. PLEUSS	YES	33 D. CULBERTSON	YES
16 V. CALLIES	NO	34 S. GRIESBACH	YES
17 J. DUNCAN	YES	35 R. THERN	YES
18 D. DE GROOT	NO	36 C. ANTHONY	NO
Results	Item 10 Passed (21 YES - 14 NO)		
			Maj

OUTAGAMIE COUNTY BOARD MEETING
JUNE 14, 2011

Resolution No. 18 --2011-12

Supervisor Mahan moved, seconded by Supervisor McAndrews, to cut off debate. DEBATE ON RESOLUTION #18 --2011-12 IS CUT OFF.

1 C. SCHMIDT	NO	19 VANDENHEUVEL	YES
2 H. NAGLER	YES	20 M. TRENTLAGE	Not Present
3 J. MAHAN	YES	21 L. HAMMEN	YES
4 W. DEFFERDING	YES	22 P. HIRTE	NO
5 J. IVERSON	YES	23 D. SCHOMMER	NO
6 T. RABEC	NO	24 J. McDANIEL	YES
7 J. MUELLER	YES	25 M. McANDREWS	YES
8 P. BECKLEY	YES	26 VANDER HEIDEN	NO
9 P. STUECK	NO	27 C. KRAMER	YES
10 A. STRAUCH	NO	28 N. AUSTIN	YES
11 K. GROAT	YES	29 J. SCHUETTE	YES
12 R. GOSSE	YES	30 R. WEYENBERG	YES
13 D. JANSSEN	NO	31 N. HOFACKER	NO
14 D. BUECHEL	NO	32 A. SCHMIDT	YES
15 J. PLEUSS	YES	33 D. CULBERTSON	YES
16 V. CALLIES	YES	34 S. GRIESBACH	YES
17 J. DUNCAN	NO	35 R. THERN	YES
18 D. DE GROOT	YES	36 C. ANTHONY	YES
Results	Item 9 Passed (24 YES - 11 NO)		
			Maj

OUTAGAMIE COUNTY BOARD MEETING
JUNE 14, 2011

Resolution No. 18 --2011-12

Supervisor Groat moved, seconded by Supervisor Hirte, to amend the Resolution #18 --2011-12 by addition of the following resolve clause prior to the final resolve clause: "BE IT STILL FURTHER RESOLVED, that if the sale of the property goes through, the proceeds from the sale will be set aside for future land acquisition or expansion, and".

AMENDMENT TO RESOLUTION #18 --2011-12 IS APPROVED.

1 C. SCHMIDT	NO	19 VANDENHEUVEL	YES
2 H. NAGLER	YES	20 M. TRENTLAGE	Not Present
3 J. MAHAN	YES	21 L. HAMMEN	YES
4 W. DEFFERDING	YES	22 P. HIRTE	YES
5 J. IVERSON	YES	23 D. SCHOMMER	YES
6 T. RABEC	YES	24 J. McDANIEL	YES
7 J. MUELLER	NO	25 M. McANDREWS	YES
8 P. BECKLEY	YES	26 VANDER HEIDEN	YES
9 P. STUECK	YES	27 C. KRAMER	YES
10 A. STRAUCH	YES	28 N. AUSTIN	YES
11 K. GROAT	YES	29 J. SCHUETTE	YES
12 R. GOSSE	YES	30 R. WEYENBERG	YES
13 D. JANSSEN	YES	31 N. HOFACKER	YES
14 D. BUECHEL	YES	32 A. SCHMIDT	YES
15 J. PLEUSS	YES	33 D. CULBERTSON	YES
16 V. CALLIES	YES	34 S. GRIESBACH	YES
17 J. DUNCAN	YES	35 R. THERN	YES
18 D. DE GROOT	NO	36 C. ANTHONY	NO
Results	Item 9 Passed (31 YES - 4 NO)		
			Maj

RESOLUTION NO.: 18--2011-12

TO THE HONORABLE, THE OUTAGAMIE COUNTY BOARD OF SUPERVISORS

LADIES AND GENTLEMEN:

MAJORITY

1 The Fox Valley Exhibition Center, Inc. is currently working with several entities in an
2 attempt to realize the successful construction of an exhibition center. The proposed
3 exhibition center, according to a recent study, would be ideally located on County land
4 directly north of the Justice Center. This resolution seeks approval of a conceptual
5 release of the proposed site contingent upon the following: (1) Fox Valley Exhibition
6 Center, Inc. securing a binding commitment from the Radisson Paper Valley to operate
7 and staff the exhibition center; (2) Fox Valley Exhibition Center, Inc. securing the
8 support of surrounding municipalities to impose a room tax to assist in funding of the
9 exhibition center; (3) Fox Valley Exhibition Center, Inc. securing a commitment from the
10 City of Appleton to support financing and infrastructure needs of the project; (4) the
11 negotiation of an acceptable sales price and terms; and (5) obtaining an acceptable
12 solution for replacing county parking and addressing future space needs.
13

14 NOW THEREFORE, the undersigned members of the Property, Airport, Recreation and
15 Economic Development Committee recommend adoption of the following resolution.

16 BE IT RESOLVED, that the Outagamie County Board of Supervisors does approve of the
17 conceptual release of the county land directly north of the Justice Center for the construction of an
18 exhibition center, and

19 BE IT FURTHER RESOLVED, that the conceptual release of the proposed site of a regional
20 convention center is contingent upon the following: (1) Fox Valley Exhibition Center, Inc. securing a
21 binding commitment from the Radisson Paper Valley to operate and staff the exhibition center; (2) Fox
22 Valley Exhibition Center, Inc. securing the support of surrounding municipalities to impose a room tax
23 to assist in funding of the exhibition center; (3) Fox Valley Exhibition Center, Inc. securing a
24 commitment from the City of Appleton to support financing and infrastructure needs of the project; (4)
25 the negotiation of an acceptable sales price and terms; and (5) obtaining an acceptable solution for
26 replacing county parking and addressing future space needs, and

27 BE IT STILL FURTHER RESOLVED, that negotiations shall be carried out by county
28 administration in conjunction with Corporation Counsel, and


BE IT STILL FURTHER RESOLVED, that the sale of said property shall be contingent upon final approval by the Outagamie County Board of Supervisors, and


BE IT STILL FURTHER RESOLVED, that if the sale of the property goes through, the proceeds from the sale will be set aside for future land acquisition or expansion, and

BE IT FINALLY RESOLVED, that the Outagamie County Clerk be directed to forward a copy of this resolution to the Fox Valley Exhibition Center, Inc., the Outagamie County Maintenance Supervisor, and the Outagamie County Executive.

Dated this 14th day of June, 2011

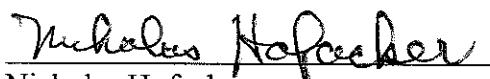
Respectfully Submitted,
PROPERTY, AIRPORT, RECREATION &
ECONOMIC DEVELOPMENT COMMITTEE


Dean Culbertson


Peter Stueck

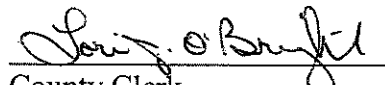

Tanya Rabec

Charles Schmidt


Nicholas Hofacker

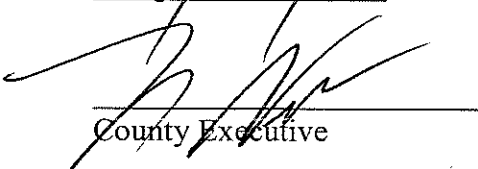
Duly and officially adopted by the County Board On: June 14, 2011

Signed: 
Board Chairperson


County Clerk

Approved: 6/15/11

Vetoed: _____

Signed: 
County Executive

DRAFT

Organization and Establishment of Exhibition Center Advisory Committee of the Appleton Redevelopment Authority

ARTICLE 1- NAME

The name of the advisory committee shall be the Exhibition Center Advisory Committee of the Appleton Redevelopment Authority ("Exhibition Center Advisory Committee", "Advisory Committee" or "Committee").

ARTICLE 2-PURPOSE AND ORGANIZATION

SECTION 1. Purpose- The general purpose of the Exhibition Center Advisory Committee is to represent, inform, engage and make recommendations on behalf of the stakeholders in the greater Fox Valley about the Exhibition Center Project as well as operations and management of the Exhibition Center "Center". The Committee shall strictly serve in an advisory capacity to the Appleton Redevelopment Authority ("ARA" or "Authority").

SECTION 2. Membership. The Exhibition Center Advisory Committee shall include the following: one representative from each municipality collecting hotel room tax used in part to fund the exhibition center operations [appointed by the municipality], two (2) hoteliers collecting room tax used in part to fund the exhibition center [appointed by the ARA Chairperson and approved by ARA], two (2) community members residing within a community collecting room tax used in part to fund the exhibition center operations [appointed by the ARA Chairperson and approved by ARA], one (1) member of the ARA [appointed by the ARA Chairperson] and the Executive Director of the Convention and Visitors Bureau, or designee. The City of Appleton Community and Economic Development Director, or designee thereof, shall also be a non-voting, advisory member of the Committee. The Chair and Vice-Chair of the Committee shall be designated by ARA and shall serve one year terms that may be renewed at the discretion of ARA.

Committee members, with the exception of the Executive Director of the Convention and Visitors Bureau and City of Appleton Community and Economic Development Director, or designees thereof, shall serve terms of two (2) years and may serve up to three (3) consecutive terms. However, upon establishment of this committee, the following shall serve an initial term of three years: (list half of the participating municipalities), one of the hotelier representatives and one of the community members.

SECTION 3. Meetings and Reports- The Committee shall hold regular meetings at such times, places and dates as may be determined by its members and provide monthly reports to ARA.

SECTION 4. Notice of Meetings- Notice of regular meetings, including the time and place, shall be provided to the members at least two business days prior to such meeting. Notice of special meetings, including the time and place therefore, shall be provided to the members at least twenty-four hours prior to such meeting. The Executive Director of the Authority shall cause

such notices to be given in person, by telephone, by mail or by email. Public notice of all Committee meetings shall be made in accordance with the appropriate provisions of the Wisconsin Open Meetings Law.

SECTION 5. Quorum- A majority of the appointed members of the Committee shall constitute a quorum.

SECTION 6. Official Action- A vote by a majority of Committee members at any meeting where a quorum is present shall constitute official action by the Committee.

SECTION 7. Reimbursement; No Compensation. The members of the Committee shall receive no compensation or reimbursement for attending regular meetings or public functions. Reimbursement for actual expenses incurred in the performance of their duties may be provided by the Authority, upon submission of receipts, for performance of other Committee related duties requested and approved in advance by the Authority.

SECTION 8. Committee Procedure. The Committee shall operate under the same procedural rules adopted by the Appleton Redevelopment Authority and may develop additional rules and operating procedures subject to prior approval by a majority of members of the Appleton Redevelopment Authority.



MEMORANDUM

TO: Members of the Common Council

FROM: Karen Harkness, Director of Community & Economic Development
Hinshaw & Culbertson, LLP

DATE: November 26, 2014
Revised and Updated: December 11, 2014

RE: Preliminary Report Regarding the Fox Cities Exhibition Center

Executive Summary of Preliminary Report

Additional Background Regarding this Report

The City identified four primary areas for clarification regarding the development of the Fox Cities Exhibition Center (Exhibition Center) to be located in downtown Appleton. These areas for clarification are (1) the agreement regarding the management of the Exhibition Center by the Radisson Paper Valley Hotel (Paper Valley Hotel), (2) clarity and refinement of the contemplated financing terms, (3) developing a community consensus of the use of hotel taxes to support the Exhibition Center and (4) governance of the center. The agreement with the Paper Valley Hotel is a critically important piece of the project's overall viability. What is contained in this report is a detailed status of Hinshaw's work in each of these areas along with our preliminary findings and recommendations. As more fully described below, and not uncommon in these kinds of projects, circumstances that impact the project are highly fluid. On this project, for example, LNR's decision to place the Paper Valley Hotel on the market resulted in our need to consider how this may impact the City's desired outcome and our analysis. Following is a summary of each of our four areas of analysis.

Purchase of Real Property

The purchase of the real property on which the Exhibition Center is intended to be located was targeted for closing prior to the end of the year. The purchase of the land, however, is only one of several important pieces of the Exhibition Center development's viability.

Since the last report the Paper Valley Hotel has been offered for sale at an auction to occur December 3, 2014. Until an owner of the Paper Valley Hotel is known and closing is scheduled, it is not possible to complete negotiation of the terms of the management of the Exhibition Center. From a risk mitigation standpoint, the recommended course would be to approve the purchase of the land with contingencies and address the carry-over of funds early next year.

Finance of the Exhibition Center

The term sheet provided to us by the Fox Cities Exhibition Center Board is based upon a community lending group which includes \$5,000,000 from the Community Foundation along with a tentative indication of interest from an additional 15 to 25 lenders. To date, the only firm commitment is from the Community Foundation. The other lenders have indicated a strong interest based on the term sheet and they would like to see the other documents such as the management agreement, bond structure, etc. before making a final decision. This is not a firm commitment for the financing.

The community lending term sheet was an excellent starting point, but left certain questions open. Hinshaw and Culbertson, working with bond counsel at Foley & Lardner, have worked to refine the terms of the credit in a way that will contain costs and help to mitigate risk for the community. It will be important to continue to refine these terms in coordination with the hotel management terms to achieve tax exempt status.

The issues with the terms of the financing to achieve cost reduction and risk mitigation include a scheduled draw down of the borrowed funds (rather than taking all of the money at one time) to avoid negative arbitrage. Also important is whether there is a right to pre-pay the bonds with cash flow (based upon room debt coverage ratio and potential inflation). Other important issues include whether or not there can be caps and floors on the interest rate.

Along with the above, to fully understand the options to the community and in an effort to fully explore the options, we have taken the following steps:

We have worked with an independent financial advisor and contacted other potential sources of funding to determine if there is an appetite for the financing and if so, upon what terms. From this information it is possible to create a term sheet and discussion with the community lending group and bond counsel and to create a structure that would serve tax exempt bonds.

Based on this work to date there is a market for bonds depending on specific terms which we feel comfortable are attainable. The interest rate volatility risk can be mitigated through a capital stack. The next phase of work is to begin specific negotiations with lenders. At this early juncture, we have some degree of confidence that adequate funds can be raised in the range of \$27M (the estimated cost) payable over a 25-year period based upon an initial rate of 2% and increasing to 4% once the PAC bonds are paid. Anything below this pledge reduces the borrowing capacity which may limit the ability to complete the Exhibition Center as envisioned.

Another step in this process will be to gain greater clarity on the cost to build the Exhibition Center. Soil borings for geotechnical analysis were completed and are at the lab for testing. Further work remains to review the design and construction costs.

Governance

Attached to this memo is information relating to the Appleton Redevelopment Authority (ARA) Advisory Committee creation document. The purpose of this committee is to represent, inform, engage and make recommendations on behalf of the stakeholders in the greater Fox Valley about the Exhibition Center project as well as operation and management of the Exhibition Center. The Committee shall strictly serve in an advisory capacity to the ARA. There will be 15 members including one member from each of the 9 municipalities collecting the hotel room tax, two hoteliers collecting room tax, two community members residing within a community collecting room tax, one member of the ARA, and the Executive Director of the Fox Cities Convention and Visitors Bureau. The Director of Community and Economic Development shall be a non-voting advisory member.

Hotel Tax Resolution

Working with bond counsel, Hinshaw has provided answers to questions regarding the tax commission. We are in the process of drafting the proposed resolution. And, based upon the work relating to the financing of the project, a specific proposal regarding the amount and timing of the tax will be made at a later date. The need to further develop the terms and structure to achieve tax exempt bonds as well as the sale of the hotel delayed further development of these terms. But the terms of the resolution and discussions with the other local communities are ready to begin. However, we will continue to move the project forward while waiting for the sale of the hotel and review opportunities to mitigate risk by completing tasks that are dependent upon the considerable amount of work that has yet to be completed and issues that will soon be resolved. Those issues include the terms of the agreement with the hotel and the terms of the financing.

Recommendation

Approve the Purchase Agreement between Outagamie County and the City of Appleton contingent on the geotechnical analysis, the City to complete terms of the hotel agreement, bond financing and to further develop the terms of the hotel tax resolution with the local communities.

Preliminary Report on the Fox Cities Exhibition Center

Financing Plan:

The Fox Cities Exhibition Center, Inc. (FCEC) was created to build and operate an Exhibition Center in the Fox Cities area to enhance the communities' attraction for corporate events and conferences that require exhibition space. The current presumed plan is that the Exhibition Center will be built adjacent/attached to the Radisson Paper Valley Hotel in downtown Appleton. The current estimated financing needs for the project is approximately \$27 million (without detailed construction costs), which includes project costs, issuance costs, and a debt reserve fund and excludes A \$3.8 million contribution by the City of Appleton for the purchase of the land and infrastructure improvements.

OVERVIEW AND UPDATE

Initial Proposed Financing From Fox Cities Exhibition Center Board

A coalition of lenders has been gathered to finance the project under terms proposed by Walt Rugland through a not for profit corporation, Fox Cities Exhibition Center, Inc. The Community Foundation has committed to the project. Other lenders have indicated their interest, but have yet to make written commitments. . The initial proposal called for bonds to be issued to finance the construction and issuance costs funded by the hotel tax revenues. The specific terms of the financing are as follows:

- The Redevelopment Authority of the City of Appleton will act as issuer of the debt as conduit, but bear no fiscal responsibility of the debt nor will it be deemed an obligation of the issuer.
- The Local Fox Cities hotel/motel room tax revenue which is dedicated to the specific debt will be the sole source of security. Each Municipality that collects a Hotel Room Tax is responsible for dedicating the tax revenue and determining what tax rate will be assessed for this purpose. Once inter-governmental agreements are adopted by municipalities collecting the hotel room tax- a zone is created and a Hotel Room Tax Commission is formed. The Commission is statutory and the made up is comprised of 2 members from the Town of Grand Chute and the City of Appleton, and 1 member from each of the City of Kaukauna, the City of Neenah, the Village of Kimberly, the Village of Little Chute, the Town of Menasha, the Town of Neenah, and two hoteliers.
- The initial proposal suggests adoption of a FCEC dedicated tax rate of 3% through 2018 and 4% beginning in 2019 thereafter.

- To the extent room taxes are insufficient to make debt service payments, any unpaid principal would remain outstanding (accruing interest) and repaid when taxes are available.
- Under this plan, there would be no mortgage on the Exhibition Center.
- The sole remedy for a default is an extension of the term of the loan whereby hotel taxes will be pledged until the debt is retired.
- The initial term of the debt would for 25 years, with the potential for a period of time of interest only until room tax revenue increases to sufficiently make interest and principal payments.
- The interest rate for the proposal is determined by taking the US 90 LIBOR and adding 300 basis points. The rate will adjust quarterly and interest is payable semiannually. The interest rate will never exceed 7.5%.
- A debt service reserve fund will be established accounting for 7.5% of the face amount of the debt and will be used to make up short tax revenues in a given year and will be used towards the final debt payment.
- The debt is structured with a target 1.20 debt service ratio, with an understanding that actual coverage by year may be below the target, but a cushion should be available. The amount of the money generated by the hotel tax to pay for the bonds is a key factor in determining how much money can be borrowed to fund development of the Exhibition Center. There are critical assumptions respecting the hotel tax which will determine what the stream of income will allow in borrowing. Those factors include whether the borrower can project a factor for inflation and whether an increase in room nights arising from the Exhibition Center could be factored in to the potential revenue stream.

The proposal contemplated \$27 million in debt and the ability to service the debt over 25 years based on the imposition of a 3% tax through 2018 and increasing the amount to 4% beginning in 2019. The proposal also indicates an assumption that base revenues for which the tax is calculated from will increase 2% year over year for inflation. The proposal provided various rate scenarios under the floating rate proposal during the course of the 25 year term, and based on the staged principal payments all scenarios resulted in cumulative funds above the bond debt service payments from the room tax at the end of 25 years and the debt being fully retired. Based on the scenarios the funds potentially available for additional principal reduction ranged from \$10.8 million down to \$2.9 million as a result of less favorable interest rates under a rising rate environment.

Changes to Proposal Assumptions

Since the financing proposal described above was negotiated; the cost of the project was based upon assumption with only preliminary plans in place. Accurate construction costs will require a thorough bidding process. It most likely will be necessary to have the design plans further developed to achieve high confidence in the construction bid. The uncertainty of the project cost requires a careful review of the current proposal and a consideration of other options. The purpose of the review was to provide guidance as to the best avenue to finance the FCEC.

The initial proposal contemplated lending resulting in a total borrowing of \$27.09 million for the project. The actual cost of construction will only be known after the project is bid. If the amount the community is able to borrow based on the stream of revenue from the hotel tax is not adequate to fund the construction; the community may need to make decisions that affect the cost of construction or the rate of the hotel tax to generate more revenue to support a higher borrowing capacity. Additionally, it is believed that the political environment will likely not permit the imposition of a 3% tax beginning in 2015 and that no more than 2% will be available to service the debt. Once the debt that goes towards the Performing Arts Center is retired, an additional 2% can be pledged as planned beginning as late as 2019. The hoteliers have indicated that they are comfortable with a 2% increase with the PAC rolling over once that debt is paid. That bond is on schedule to be paid in 2017.

Due to these two changes to the baseline considerations, the target ratio would be significantly reduced as there would be insufficient tax revenue in the first several years to make interest payments and additional funds would be required to be used from the debt service reserve fund. This increased borrowing amount and reduced tax revenue, would reduce the baseline additional funds above the minimum needed to service the bonds for early payment down to approximately \$1 million from the \$10.8 million provided in the proposal, and under an adverse rate environment would create a potential shortfall in additional funds of \$17 million at the end of 25 years.

Other factors that must be considered is the assumption that tax revenue will increase 2% year over year during the course of the 25 year term. If inflation was to be reduced and the year over year increase was only 1%, the total cumulative cash available for payments would be reduced by \$7.8 million over 25 years. As a result of these factors the lenders would be required to significantly extend the term of the note.

Alternate Financing Considerations

Following the receipt of the proposal for financing through a coalition of lenders the City leadership commenced discussions to determine if alternate financing options may be available, including retaining an independent FA to represent them in the finance negotiations. Through this reassessment and discussions additional considerations have been identified that will be considered in determining the most appropriate financing plan.

1. Draw Down Financing

The initial proposal, and conventional municipal lending, usually includes a significant of upfront lending at the commencement of the project. This is usually issued well in advance of the time most of the cash is actually required to make payments on the construction and development. An alternate approach is to negotiate a draw note with a lender. This draw feature allows the amounts needed for the project to be drawn down only as needed. While the entire bond is issued by the borrower, interest only begins accruing on amounts that are actually drawn until a time when the full bond has been drawn down.

If for example, the construction costs for this project required 3 installment payments during the course of construction, the entire \$30 million would not be required until the end of potentially an 18

month period. During this time, the hotel taxes would be collected and would be available for construction payments in addition to having the draw fund available. Rather than collecting taxes and putting them in an account earning 1% while drawing on a note that requires payment at 4.5%, the revenue should be used to supplement the borrowed amounts.

Following this procedure, we estimate that the total amount borrowed could be reduced by a minimum of \$300,000, and over the life of a 25 year bond could save over \$600,000 in interest expense by minimizing or eliminating negative arbitrage (the interest paid on the debt less the interest earned on the borrowed money deposited to a bank account). These amounts will vary based on the actual payment and development schedule created during the design phase of the project.

2. Variable Interest Rate vs Historical Fixed Rates

Currently, interest rates are sitting at or near historic lows making this an optimal time to pursue a fixed rate loan. The recent historic 25 year average fixed rate for revenue only bonds has been near 5%, while in the current rate environment, rates between 4%-4.5% are available. From a borrowers perspective these rates are very appealing to reduce risk and establish certainty for the costs of a significant community development.

While the current 90 Day LIBOR rate is hovering at 0.25%, which would result in a 3.25% rate for the loan, this rate is commonly believed to be set to rise substantially beginning in 2015 or 2016 at the latest. Under the proposal baseline scenario, a fixed 4.5% rate was demonstrated to result in over \$10 million of funds available after the debt was retired. In various scenarios where the rate rose in a variable rate environment, that money available for early payoff of the debt was reduced to as low as \$2.9 million which was an increase in interest expense by over \$7 million over the 25 year period. This amount could be higher or lower depending on the actual rate environment over the next 25 years.

In order to receive a fixed rate, lenders may require certain assurances as to the debt coverage ratio and quality of the revenue source available. This may require the tax revenue projections to only be based on 1% inflation rather than the 2% in the proposal, and an increase in the amortization period to as much as 35 years. Although a 35 year amortization may be required it may be advisable to limit the fixed rate to a 25 year period to keep the rate down with the availability to prepay the note with additional cash from the hotel tax that exceeds the minimum payments under the bond and/or refinance the note with a short term loan after the 25 year fixed rate period. Various options must be contemplated and considered before committing to the uncertainty of a variable rate note.

3. Alternate Lenders and Coalition

As part of retaining an FA to advise the city on the transaction and negotiate with lenders, the FA has been discussing the project with alternate lending sources to determine if an alternate lender may be able to provide more favorable financing than the local coalition. The following is a summary of the feedback received in discussing the project with three alternate underwriters.

- Minimum 1.5 debt coverage ratio

- Two limited the term to 20 years, while one was open to a 30 year term
- History of demonstrable revenues, and one would permit 1% inflation factored in if historically proven
- Two indicated that a 4% to 4.5% would be available if A rated, and the other indicated that if unrated would be near 6%.

Based on the discussions with the alternate lenders, and in consideration of all of these factors, the optimal path is to pursue the local lending coalition. However, the terms will have to be altered based on the changes from the proposal to the hotel rate and borrowing needs. In order to begin meaningful negotiations with the coalition, a lead lender or representative must be identified. Currently, there appears to be interested parties,

In order for the borrower to begin pursuing the loan there must be a definitive determination of the coalition of lenders, including parties to loan and organization created, if applicable, from whom funds will be borrowed. This includes the need for an identification of party(s) who has authority to negotiate terms of loan and bind the coalition. If there is no singular authority, there is risk that separate agreements will be required for each participant. This is impractical from the perspective of solidifying a deal unless all parties agree that they will all have the same terms. Ideally, a singular lender will be established for simplification of loan and repayment structure as well as the negotiation process. This is being pursued as of the writing of this memo.

Real Estate Acquisition

Attached for your review and consideration is the Outagamie County and City of Appleton Purchase Agreement (Resolution 17-2014-15) for land located directly north of the Justice Center for the construction of the proposed Exhibition Center.

Also attached is Resolution 18-2011-12 passed by the Outagamie Board on June 14, 2011 and referenced in Resolution 17-2014-15. Resolution 18-2011-12 is referenced due to the five contingencies outlined in the beginning of the resolution. Resolution 17-2014-15 addressed contingencies #4 - negotiation of an acceptable sales price and terms and #5 obtain an acceptable solution for replacing county parking and addressing future space needs.

The Outagamie County and City of Appleton Purchase Agreement (Purchase Agreement) includes: City of Appleton purchases site for \$2,060,000 which makes the county whole for the original purchase, investment in the property and the demolition of the convent.

Upon closing, the county will commit the \$2,060,000 for future land acquisition or expansion. City may create additional 127 on-street and off-street parking designated for County use and acknowledges the City's continued willingness to work with the County on parking concerns now and in the future.

The City would include Outagamie County campus in our recent Parking Study. The closing on this site needs to occur on or before November 30, 2015.

Hotel Negotiation

The current primary plan is for the Exhibition Center to be constructed adjacent and connected to the Radisson Paper Valley Hotel in downtown Appleton. The Exhibition Center will be owned and operated by the Appleton Redevelopment Authority of the City of Appleton or another public agency, but the agency must retain management to handle all day to day operations of the facility to satisfy the requirements to issue tax free bonds. It is important to note that the day to day management will be contracted through an appropriate party. As a result, of the Exhibition Center being connected to the hotel, the hotel is in the best position to act as the manager of the facility as many Exhibition Center reservations will result in reservations of the ballrooms, meeting rooms, hotel rooms, and food services from the hotel. Due to the benefit that will be conveyed to the hotel as a result of this development the terms of a management agreement and other affiliation agreements should be pursued.

1. Benefit to the Hotel

The hotel prepared pro forma financials which project the impact to the hotel's income and operations as a result of the newly connected Exhibition Center. The hotel consolidated all financials for the Exhibition Center and Hotel without regard for their separate nature and ownership structure. Because the Exhibition Center is a public entity it will require its own financials, and all income received from renting the facility must be placed in a separate account that is owned by the public agency. All expenses related to operating the facility should be paid out of this account, including utilities, wages, maintenance, and management fees.

On a consolidated basis, however, the hotel presumed that it would collect the income and pay out the expenses, including an allocation of its own shared costs to the facility. The hotel projects that in 2019, its budget without the Exhibition Center is \$2.55 million of net income including \$17.1 million of gross revenues. With the Exhibition Center, the hotel projects a significant increase in room reservation revenue, food related revenue and meeting room reservation revenue. This results in projected net income of \$3.38 million with gross revenues of \$19.2 million. This amount includes a payment to the city in lieu of taxes of \$100,000.

The projections are based on the feasibility studies that have been provided to the community which have projected the total annual increase in room nights that will be generated by the Exhibition Center. The hotel assumes that it will be the beneficiary of 65% of the new nights either because people will stay at other hotels or individuals that normally would stay at the hotel will be displaced from a sold out hotel during an event.

2. Management Agreement

Based on a review of certain peer centers, the two options for the Exhibition Center are to lease it to the hotel or enter into a management agreement for the day to day operations of the hotel. Because the financing for the development is planned to be tax free financing, the Exhibition

Center must be a public use and benefit facility and operated by a public agency. The public agency may enter a management contract but may not lease the facility out to achieve a tax exempt bond offering. If the facility was leased as originally proposed, the bond offering would not be eligible for tax exempt status.

In order for the facility to remain a public facility there are requirements and rules that ensure that the funds coming in go towards the public accounts and that it is not a primary benefit to the private location attached. As such, the hotel may not provide any discounts on the use of the exhibition facility in exchange for a large block of rooms being reserved without the consent of the public agency. The public agency may determine that a discount to the facility rental is appropriate given the size of the convention and the overall benefit to the community, but the decision may not be dependent on the benefit to the privately owned hotel. The details of how the decision making would occur have yet to be determined. This type of details will be developed during the next phase of this project, which includes the drafting of detailed documentation of the arrangement in coordination with bond counsel. Additionally there may not be any requirements that use of the Exhibition Center be tied to room revenue or food revenue to the hotel. For example, the hotel cannot be the exclusive supplier of food to the center by contract, nor can groups be required to book rooms at the hotel for use of the center. Due to the proximity and convenience they will likely be a beneficiary of the events, but it cannot be mandated by contract or other agreement.

In review of other peer facilities, we reviewed the Salem Conference Center, Sugarland Town Square Conference Center, and the Green Bay Convention Center.

- Salem Management Agreement: The operating revenue and expenses are accounted for separate from the hotel and the hotel allocates a share of common expense to the center. The hotel owner is responsible for up to 100k in losses in the first three years and 300k thereafter. All additional losses will be paid for by the management company. If the center operates on a profitable basis, the hotel takes 75% until all losses are recouped and then it reverts to a 50% split thereafter. From the revenues, a reserve was established to invest and generate \$4 million for repairs and maintenance.
- Sugarland Lease: This location was set up as a lease rather than a management agreement, whereby the hotel pays \$1 per year to lease the facility for 25 years. If for any year the tenant has a 15% rate of return, then tenant pays 36% of Net Cash Flow in excess of the amount necessary to generate a 15% rate of return.
- Green Bay Management Agreement: The first \$100k of revenues is paid to the city. All revenue thereafter is used towards paying operating expenses, including a portion or allocated expenses and a presumed management fee. All revenue in excess of that needed to operate the facility will be paid to the city.

Based on the peer review the following key terms should be considered when negotiating the management and operating agreement with the hotel:

- Initial Revenues
- Risk of Loss
- Excess Profits
- Reserve Fund for Repairs and Maintenance
- Allocation of Shared Expenses
- Shared Profit Increase from Attached Hotel (See Affiliation Fee Discussion Below)

3. Hotel Affiliation Fee

An additional source of revenue to maintain the facility and benefit the taxing bodies may be generated out of the increased revenue that will be generated by the hotel. The hotel will be the most significant beneficiary to the Exhibition Center Construction without bearing any costs of its construction. As such, establishing an affiliation fee that can be used towards maintenance or other expenses should be considered when determining whether to ultimately build the Exhibition Center next to the Radisson or another feasible location.

It is projected that over 13,800 rooms will be added to the area as a result of the Exhibition Center on an annual basis. The hotel is estimating that it will receive 65% of those additional rooms. The hotel projects \$2 million of net income in 2014 with a profit margin of almost 14%. This is below their 2012 and 2013 margins of 16.8% and 16.2% respectively. On a go forward basis, the hotel estimates that without the Exhibition Center its profit margin would be approximately 14.9% annually with net income increasing to \$2.5 million by 2019.

With the Exhibition Center, income is estimated to increase by \$830,000 and profit margins increase to 17.6%. Similar to the Salem lease, a percentage of top line revenue may be negotiated to be paid to the taxing entities for that revenue in excess to an amount necessary to generate the hotel's baseline profit margin. This opportunity could put the taxing entities inline to receive an extra few hundred thousand dollars per year when the center is at full operations.

Governance:

Also, attached as information is the ARA Advisory Committee Creation Document.

The purpose of this committee is to represent, inform, engage and make recommendations on behalf of the stakeholders in the greater Fox Valley about the Exhibition Center Project as well as operations and management of the Exhibition Center. The Committee shall strictly serve in an advisory capacity to the Appleton redevelopment Authority. There will be 15 members including one member from each of the 9 municipalities collecting the hotel room tax, two hoteliers collect room tax, two community members residing within a community collecting the room tax, one member of ARA, the Executive Director of the Fox Cities Convention and Visitors Bureau, and the Director of Community and Economic Development shall also be a non-voting advisory member.

As you are aware, the Radisson Paper Valley is listed for sale on Auction.com. This sale is scheduled for December 1, 2014 but the seller has until December 3rd to finalize acceptance of the bids. I will report out any updates on this action at the Council meeting.

City of Appleton
Exhibition Center Expenses

Provider	Description	Paid By	Check Date	Amount
<u>Expenses Paid</u>				
Hinshaw & Culbertson	Phase I Legal	Dept	10/15/14	\$ 14,995.00
Hinshaw & Culbertson	Phase II (1st half of contract)	ARA	11/19/14	\$ 80,000.00
Total				<u>\$ 94,995.00</u>
<u>Expenses incurred but not yet Paid</u>				
Omni	Phase I Environmental	Dept		<u>\$ 2,800.00</u>
<u>Funds committed (contracted) but not incurred</u>				
Hinshaw & Culbertson	Phase II (2nd half of contract)	ARA		\$ 80,000.00
Omni		ARA		\$ 18,333.00
				<u>\$ 98,333.00</u>



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

MEMORANDUM

TO: Community & Economic Development Committee (CEDC)
FROM: Mayor Hanna *HH*
DATE: January 22, 2015
RE: Next Steps for the Proposed Exhibition Center

The proposed Exhibition Center for downtown Appleton is a complex project with multiple decision points that require careful consideration. The purpose of this memo is to provide highlights of these decision points for Council's reference.

Staff is committed to strong communication on this project and welcomes your feedback regarding the level and type of communication necessary as you carefully consider this opportunity.

1. PURCHASE AGREEMENT FOR THE SITE:

Both the City of Appleton Common Council and the Outagamie County Board of Supervisors must approve the final purchase agreement. Outagamie County has approved the agreement and the Common Council will consider the agreement at a future date. Per this agreement, the closing for the purchase must occur on or before November 30, 2015.

2. OPERATION & MANAGEMENT AGREEMENT FOR THE EXHIBITION CENTER:

An operation and management agreement executed by the owner of the Radisson Paper Valley Hotel with the terms of said agreement first being approved by the City of Appleton Common Council.

3. ACCEPTABLE SITE CONDITIONS:

The City of Appleton conducted a geotechnical analysis of the described property and the results of such analysis were found satisfactory to the City of Appleton.

4. FINANCING:

Financing being secured by the Appleton Redevelopment Authority (ARA) through the issuance of bonds or other means and said financing being approved by the City of Appleton Common Council; and, obtaining all local, state and federal approvals required for the construction of an exhibition center on the described property.

5. ROOM TAX INCREASE TO SUPPORT THE BOND FINANCING:

All municipalities currently collecting room tax including the Cities of Appleton, Kaukauna and Neenah, the Towns of Grand Chute, Neenah and Menasha and the Villages of Kimberly, Little Chute and Sherwood shall take any necessary actions and enter into any necessary agreements for the purpose of each collecting additional room taxes, in an amount to be determined, with the proceeds of such taxes collected being directed toward repayment of bonds issued for the Exhibition center's construction. In cooperation with hoteliers, Municipalities, CVB and other Stakeholders, a Hotel Room Tax Agreement will need to be drafted and approved by each taxing collecting municipality.

6. FURTHER DISCUSSION WILL BE HELD ABOUT NEXT STEPS

CEDC Agenda for Expo Center.

Meeting 1)	Offer to Purchase	Thomas Nelson, Helen Nagler, Mayor Hanna, City Staff
	Review of Legal Process	Mayor Hanna, City Staff, Hinshaw/Culbertson
Meeting 2)	Expo Study and Results	Mayor Hanna, Karen Harkness, CVB, Hinshaw/Culbertson
	Community Partners/Stake Holders	CVB, Comm Found, ADI, Chamber
Meeting 3	Room Tax	Mayor Hanna, 9 Communities, Hotels, CVB, ARA, ADI, Room Tax Commission
	Bonding	Potential Investors, ARA, Community Foundation
Meeting 4)	Management Agreement	Mayor Hanna, Hinshaw/Culbertson, ARA, LNR
	Ownership of Expo Center/Radisson	Mayor Hanna, LNR,