



City of Appleton

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

Meeting Agenda - Final Common Council

Wednesday, November 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
 - [15-1811](#) Common Council Meeting Minutes of October 21, 2015
 - Attachments:** [CC Minutes 10-21-2015.pdf](#)
 - [15-1827](#) Common Council Meeting Minutes from October 28, 2015 Special Meeting
 - Attachments:** [CC Minutes 10-28-2015 Special Meeting.pdf](#)
- H. BUSINESS PRESENTED BY THE MAYOR
- I. PUBLIC HEARINGS
- J. SPECIAL RESOLUTIONS
 - [15-1834](#) Initial Resolution - South Lynndale Drive Street Vacation
 - Attachments:** [CC 11-04-2015 - Lynndale Street Vacation - Initial Resolution.pdf](#)
- K. ESTABLISH ORDER OF THE DAY
- L. COMMITTEE REPORTS

1. MINUTES OF THE MUNICIPAL SERVICES COMMITTEE

[15-1796](#) Approve Lynndale Drive Vacation between Wisconsin Central Railroad and Leonard Street.

Attachments: [Lynndale Drive Vacation.pdf](#)
[Lynndale Drive Vacation Exhibit A.pdf](#)

Legislative History

10/27/15	Municipal Services Committee	recommended for approval
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[15-1797](#) Approve intersection control change from "YIELD" signs to "STOP" signs on Pine Street at Mason Street.

Attachments: [Mason Street & Pine Street-Intersection Control.pdf](#)

Legislative History

10/27/15	Municipal Services Committee	recommended for approval
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[15-1798](#) Approve Contract Amendment to Brickline Inc. for Unit P-15, Epoxy Pavement Marking, for the Roemer Road bike lanes in an amount of \$27,370.30 for a new contract amount of \$113,000.

Legislative History

10/27/15	Municipal Services Committee	recommended for approval
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2. MINUTES OF THE SAFETY AND LICENSING COMMITTEE

[15-1812](#) Operator's License application of Amber R. LaBorde, 1304 Oakridge Avenue, Kaukauna.

Legislative History

10/28/15	Safety and Licensing Committee	recommended for approval
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[15-1703](#) Operator's License application of John M. McGee, 716 W. Bell Avenue.

Legislative History

10/28/15	Safety and Licensing Committee	recommended for denial
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[15-1801](#) Operator's Licenses

Attachments: [Operator's Licenses for 10-28 S&L.pdf](#)

- [15-1669](#) Change of Agent of Ultimate Mart LLC d/b/a Copps Food Center #8187, 511 W. Calumet St., Michael L. Kilburg, Agent, contingent upon approval from the Police Department.

Legislative History

10/28/15	Safety and Licensing Committee	recommended for approval
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- [15-1729](#) Change of Premise Description - "Class B" Beer/Liquor License of S C Carrow Corp d/b/a Rookies, Steven C. Carrow, Agent, 325 N. Appleton St., contingent upon approval from all departments.

Legislative History

10/28/15	Safety and Licensing Committee	recommended for approval
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- [15-1806](#) Approval of Inter-Municipal Traffic Enforcement Agreements.

Attachments: [Traffic Enforcement Agreements.pdf](#)

Legislative History

10/28/15	Safety and Licensing Committee	recommended for approval
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3. MINUTES OF THE CITY PLAN COMMISSION

- [15-1715](#) Request to approve Special Use Permit #14-15 for a restaurant with alcohol sales and service, at 111 N. Walnut Street, as shown on the attached maps and per attached plan of operation, to run with the land subject to the conditions in the attached staff report

Attachments: [StaffReport_CozzyCorner_SUP_For10-26-15.pdf](#)

Legislative History

10/26/15	City Plan Commission	recommended for approval
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- [15-1719](#) Request to approve the street discontinuance to vacate a portion of South Lynndale Drive public right-of-way, generally located south of West Leonard Street to the railroad right-of-way, as shown on the attached map and legal description, pending approval by the Municipal Services Committee, and adopt the Initial Resolution

Attachments: [StaffReport_LynndaleDr_StreetVacation_For10-26-15.pdf](#)

Legislative History

10/26/15	City Plan Commission	recommended for approval
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[15-1722](#)

Request to approve the Spartan Drive Lift Station Annexation as shown on the attached map Exhibit A, located between Richmond Street and future Haymeadow Avenue currently in the Town of Grand Chute, subject to the stipulation in the attached staff report

Attachments: [Spartan Drive Lift Station Annexation Staff Review.pdf](#)

Legislative History

10/26/15 City Plan Commission recommended for approval

4. MINUTES OF THE PARKS AND RECREATION COMMITTEE

[15-1320](#)

Resolution Introduced by Alderperson Jirschele and Alderperson Martin at the Common Council meeting of August 5, 2015:

#11-R-15

Whereas, City of Appleton Parks are developed and managed for the greatest possible benefit of, and use by, the people of the city, and;

Whereas, alcohol abuse and the dysfunctional behavior associated with such use has become an obstacle to the full enjoyment of our parks by the broader citizenry;

Be it resolved that alcoholic beverages and their consumption be permitted in City of Appleton Parks only by permit as provided through a revised, simple reservation/registration process administered by the Parks, Recreation and Facilities Department and the Appleton Police Department.

Attachments: [Action-Alcohol in Parks Ordinance Change Redline \(9-21-15\).pdf](#)

[Application for Consumption of Alcohol in City of Appleton.docx](#)

[Chief Thomas Memo Park Security & Alcohol Issues-Informational \(8-10-15\).pdf](#)

Legislative History

8/10/15	Parks and Recreation Committee <i>Referred to staff for more specifics.</i>	referred to the Parks and Recreation Committee
8/10/15	Safety and Licensing Committee	received and filed
9/21/15	Parks and Recreation Committee	recommended for approval
10/7/15	Common Council	referred to the Parks and Recreation Committee
10/12/15	Parks and Recreation Committee <i>Spears asked staff to look into issuing a one year permit. Hold for two weeks to allow Alderperson Martin to be present</i>	held

10/26/15 Parks and Recreation recommended for approval
Committee
Motion by Alderperson Martin to allow a one year long permit or a day-to-day permit. Seconded by Alderperson Spears. The annual permit would be obtainable in March and run through March of the following year, per Chief Thomas.

5. MINUTES OF THE FINANCE COMMITTEE

6. MINUTES OF THE COMMUNITY AND ECONOMIC DEVELOPMENT COMMITTEE

[15-1805](#) Request to approve the Offer to Purchase from Romenesko Developments, Inc., or assigns for Lot 8, Northeast Industrial Park Plat Number 4, comprised of approximately 2.17 acres for a price of \$75,950 (\$35,000 per acre)

Attachments: [Romenesko OTP memo CEDC 10-28-15.pdf](#)

Legislative History

10/28/15 Community & Economic recommended for approval
Development Committee

7. MINUTES OF THE UTILITIES COMMITTEE

8. MINUTES OF THE HUMAN RESOURCES COMMITTEE

[15-1637](#) Request to approve the Aldermanic salary for the election year 2017.

Attachments: [Elected Alderperson Salaries 11-26-15.pdf](#)
[Alderperson community salary schedules.pdf](#)
[Alderperson community salary schedules #2.pdf](#)

Legislative History

10/12/15 Human Resources held
Committee
10/26/15 Human Resources recommended for approval
Committee
No increase for 2017

9. MINUTES OF THE FOX CITIES TRANSIT COMMISSION

10. MINUTES OF THE BOARD OF HEALTH

M. CONSOLIDATED ACTION ITEMS

- [15-1835](#) Consolidated Action Item:
15-1796 - Municipal Services Committee
15-1719 - City Plan Commission
15-1834 - Initial Resolution

O. ITEMS HELD

P. ORDINANCES

- [15-1813](#) Ordinance 98-15

Attachments: [Ordinances going to 11-04-2015 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

- [15-1831](#) Convene into Committee of the Whole

- [15-1713](#) Approval of the Management Agreement (Exhibition Center)

Attachments: [CC 11-04-2015 - Expo Center - Mgmt Agrm.pdf](#)

- [15-1830](#) FOR INFORMATION ONLY: Radisson Paper Valley Hotel Property Improvement Plan

Attachments: [CC 11-04-2015 Radisson Paper Valley PIP \(Info Only\).pdf](#)

- [15-1832](#) Reconvene to Common Council

- [15-1833](#) Report of Committee of the Whole

T. ADJOURN

Jamie L. Griesbach, Deputy City Clerk

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



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Meeting Minutes - Final Common Council

Wednesday, October 21, 2015

7:00 PM

Council Chambers

A. CALL TO ORDER

The meeting was called to order at 7:01 p.m.

B. INVOCATION

The Invocation was offered by Alderperson Meltzer

C. PLEDGE OF ALLEGIANCE TO THE FLAG

D. ROLL CALL OF ALDERPERSONS

Present: 15 - Alderperson Greg Dannecker, Alderperson Joe Martin, Alderperson Cathy Spears, Mayor Timothy Hanna, Alderperson Polly Dalton, Alderperson Christine Williams, Alderperson Vered Meltzer, Alderperson Kathleen Plank, Alderperson William Siebers, Alderperson Curt Konetzke, Alderperson Ed Baranowski, Alderperson Margret Mann, Alderperson Patti Coenen, Alderperson Kyle Lobner and Alderperson Jeffrey Jirschele

Excused: 1 - Alderperson Chris Croatt

E. ROLL CALL OF OFFICERS AND DEPARTMENT HEADS

PRESENT: Deputy City Clerk Griesbach, City Attorney Walsh, Deputy City Attorney Behrens, Director of Community and Economic Development Harkness, Director of Finance Saucerman, Fire Chief Vander Wyst, Director of Human Resources Behnke, Director of Parks, Recreation and Facilities Gazza, Police Chief Thomas, Director of Public Works Vandehey, Director of Information Technology Fox, Library Director Rortvedt, Director of Utilities Shaw, Communications Coordinator Doran

EXCUSED: Health Officer Eggebrecht, Valley Transit General Manager Wetter

F. PUBLIC PARTICIPATION

Name - Address - Topic

Brian Looker - 208 East Circle Street - Room Tax & Exhibition Center

Kristina Kishbaugh - 208 East Circle Street - Expo Center

Deb Johnson - Copper Leaf Hotel, 300 West College Avenue - Expo Center

Will Weider - 224 East College Avenue - Exhibition Center

John Peterson - 126 Alton Court - Exhibition Center

Hiro Nakashima - 1271 Whipple Tree Lane - Sign for Skywalk

Pam Seidl - 3433 West College Avenue - Expo Center

Jennifer Stephany - 116 West Appleton Street - Expo Center

At 7:18 p.m., Alderperson Spears moved, seconded by Alderperson Coenen to extend the public participation period. Voice vote. Motion carried by a vote of 14-0.

Jay Schumerth - 9 Strawberry Lane - Expo Center

Chadd Scott - 1102 West Summer Street - Expo Center

Josh Dukelow - 809 East Hancock Street - Expo Center Room Tax

After the public participation period, prior to the approval of the minutes from the previous Council meeting (Item G of the Agenda), Alderperson Baranowski moved, seconded by Alderperson Martin, to suspend the rules to change the order of the agenda and take up the approval of the minutes at the end of the meeting. Voice vote. Motion carried by a vote of 14-0.

H. BUSINESS PRESENTED BY THE MAYOR

[15-1709](#)

Appointment of Kami Scofield as the Appleton City Clerk

Alderperson Konetzke moved, seconded by Alderperson Lobner, that the appointment of Kami Scofield be confirmed. Roll Call. Motion carried by the following vote:

Aye: 14 - Alderperson Greg Dannecker, Alderperson Joe Martin, Alderperson Cathy Spears, Alderperson Polly Dalton, Alderperson Christine Williams, Alderperson Vered Meltzer, Alderperson Kathleen Plank, Alderperson William Siebers, Alderperson Curt Konetzke, Alderperson Ed Baranowski, Alderperson Margret Mann, Alderperson Patti Coenen, Alderperson Kyle Lobner and Alderperson Jeffrey Jirschele

Excused: 1 - Alderperson Chris Croatt

Abstained: 1 - Mayor Timothy Hanna

I. PUBLIC HEARINGS**J. SPECIAL RESOLUTIONS****K. ESTABLISH ORDER OF THE DAY**

[15-1626](#)

Request from Katsu Ya of Japan for a permanent street occupancy permit to install signage on the College Avenue Skywalk.

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

Aye: 14 - Aldersperson Greg Dannecker, Aldersperson Joe Martin, Aldersperson Cathy Spears, Aldersperson Polly Dalton, Aldersperson Christine Williams, Aldersperson Vered Meltzer, Aldersperson Kathleen Plank, Aldersperson William Siebers, Aldersperson Curt Konetzke, Aldersperson Ed Baranowski, Aldersperson Margaret Mann, Aldersperson Patti Coenen, Aldersperson Kyle Lobner and Aldersperson Jeffrey Jirschele

Excused: 1 - Aldersperson Chris Croatt

Abstained: 1 - Mayor Timothy Hanna

[15-1710](#)

Convene into Committee of the Whole

The Common Council convened into Committee of the Whole at 7:41 p.m.

Amended documents were handed out, information was presented and the Committee of the Whole items were discussed by Council members. Aldersperson Lobner moved, seconded by Aldersperson Plank, that the Council hold items 15-1598, 15-1599, 15-1600 and 15-1713. After discussion, Aldersperson Baranowski moved to amend the motion by Aldersperson Lobner, seconded by Aldersperson Dalton, that a 'no later than' date be included with the hold. Upon discussion, October 30 was chosen as the 'no later than' date. On the amendment, a voice vote was taken. Motion carried by a vote of 10-4. On the motion to hold as amended, a voice vote was taken. The amended hold was approved by a vote of 14-0.

The Common Council members discussed these items further with no vote being taken.

Aldersperson Jirschele moved, seconded by Aldersperson Konetzke, that the Common Council convene into Committee of the Whole. Roll Call. Motion carried by the following vote:

Aye: 14 - Aldersperson Greg Dannecker, Aldersperson Joe Martin, Aldersperson Cathy Spears, Aldersperson Polly Dalton, Aldersperson Christine Williams, Aldersperson Vered Meltzer, Aldersperson Kathleen Plank, Aldersperson William Siebers, Aldersperson Curt Konetzke, Aldersperson Ed Baranowski, Aldersperson Margaret Mann, Aldersperson Patti Coenen, Aldersperson Kyle Lobner and Aldersperson Jeffrey Jirschele

Excused: 1 - Aldersperson Chris Croatt

Abstained: 1 - Mayor Timothy Hanna

[15-1598](#)

Approval of the Intergovernmental Agreement (Cooperation Agreement) for the Fox Cities Exhibition Center

This item was held in Committee of the Whole for a meeting to occur no later than October 30.

[15-1599](#)

Approval of the Amended and Restated Room Tax Commission and Tourism Zone Agreement (Exhibition Center)

This item was held in Committee of the Whole for a meeting to occur no later than October 30.

[15-1600](#)

Approval of draft ordinance imposing a hotel/motel room tax (Exhibition Center)

This item was held in Committee of the Whole for a meeting to occur no later than October 30.

[15-1713](#)

Approval of the Management Agreement (Exhibition Center)

This item was held in Committee of the Whole for a meeting to occur no later than October 30.

[15-1711](#)

Reconvene to Common Council

The Common Council reconvened at 9:25 p.m.

The meeting went into a short recess at 9:25 p.m., reconvening at 9:38 p.m.

Aldersperson Baranowski moved, seconded by Aldersperson Lobner, that the Common Council reconvene. Roll Call. Motion carried by the following vote:

Aye: 14 - Aldersperson Greg Dannecker, Aldersperson Joe Martin, Aldersperson Cathy Spears, Aldersperson Polly Dalton, Aldersperson Christine Williams, Aldersperson Vered Meltzer, Aldersperson Kathleen Plank, Aldersperson William Siebers, Aldersperson Curt Konetzke, Aldersperson Ed Baranowski, Aldersperson Margret Mann, Aldersperson Patti Coenen, Aldersperson Kyle Lobner and Aldersperson Jeffrey Jirschele

Excused: 1 - Aldersperson Chris Croatt

Abstained: 1 - Mayor Timothy Hanna

[15-1678](#)

Taxicab Driver's License application of Stanley L. Shelby, 1805 Monroe Street, Two Rivers.

Notwithstanding vote taken. This taxicab driver's license is denied.

Aldersperson Baranowski moved, seconded by Aldersperson Dannecker, that the Report Action Item be approved. Roll Call. Motion failed by the following vote:

Aye: 4 - Aldersperson Polly Dalton, Aldersperson Vered Meltzer, Aldersperson William Siebers and Aldersperson Kyle Lobner

Nay: 10 - Aldersperson Greg Dannecker, Aldersperson Joe Martin, Aldersperson Cathy Spears, Aldersperson Christine Williams, Aldersperson Kathleen Plank, Aldersperson Curt Konetzke, Aldersperson Ed Baranowski, Aldersperson Margret Mann, Aldersperson Patti Coenen and Aldersperson Jeffrey Jirschele

Excused: 1 - Aldersperson Chris Croatt

Abstained: 1 - Mayor Timothy Hanna

[15-1492](#)

Operator's License application of Chad D. Dishno, 617 Kenneth Avenue, Kaukauna.

Alderson Lobner moved, seconded by Alderson Baranowski, that the Report Action Item be approved and the license denied. Roll Call. Motion carried by the following vote:

Aye: 13 - Alderson Greg Dannecker, Alderson Joe Martin, Alderson Cathy Spears, Alderson Christine Williams, Alderson Vered Meltzer, Alderson Kathleen Plank, Alderson William Siebers, Alderson Curt Konetzke, Alderson Ed Baranowski, Alderson Margret Mann, Alderson Patti Coenen, Alderson Kyle Lobner and Alderson Jeffrey Jirschele

Nay: 1 - Alderson Polly Dalton

Excused: 1 - Alderson Chris Croatt

Abstained: 1 - Mayor Timothy Hanna

[15-1534](#)

Adopt the 2016 City of Appleton Policy for Special Assessments

Amendment No. 1 (Lobner): Amend Pages 1 and 2 to create a fourth column, titled "Rural to Urban Conversion where Grade and Gravel was previously assessed." For this group, assessment shall be 75% for R1 property and 100% for all other zoning, minus the amount property owners were previously assessed for grade and gravel.

A vote was taken on the amendment and carried. Upon questions by Director Vandehey and subsequent confusion as to the intent of the amendment, this item was ultimately referred back to the Finance Committee by Alderson Lobner.

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

Aye: 9 - Alderson Cathy Spears, Alderson Polly Dalton, Alderson Christine Williams, Alderson Vered Meltzer, Alderson William Siebers, Alderson Margret Mann, Alderson Patti Coenen, Alderson Kyle Lobner and Alderson Jeffrey Jirschele

Nay: 5 - Alderson Greg Dannecker, Alderson Joe Martin, Alderson Kathleen Plank, Alderson Curt Konetzke and Alderson Ed Baranowski

Excused: 1 - Alderson Chris Croatt

Abstained: 1 - Mayor Timothy Hanna

[15-1635](#)

Request to approve Parks/Rec/Facilities Management Department to create a position of Facilities Project Manager with the expenses to be paid from the applicable Capital Projects funds.

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

Aye: 13 - Alderperson Greg Dannecker, Alderperson Joe Martin, Alderperson Cathy Spears, Alderperson Polly Dalton, Alderperson Christine Williams, Alderperson Vered Meltzer, Alderperson Kathleen Plank, Alderperson William Siebers, Alderperson Curt Konetzke, Alderperson Margret Mann, Alderperson Patti Coenen, Alderperson Kyle Lobner and Alderperson Jeffrey Jirschele

Nay: 1 - Alderperson Ed Baranowski

Excused: 1 - Alderperson Chris Croatt

Abstained: 1 - Mayor Timothy Hanna

15-1659

Modification to language regarding polling places

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

Aye: 14 - Alderperson Greg Dannecker, Alderperson Joe Martin, Alderperson Cathy Spears, Alderperson Polly Dalton, Alderperson Christine Williams, Alderperson Vered Meltzer, Alderperson Kathleen Plank, Alderperson William Siebers, Alderperson Curt Konetzke, Alderperson Ed Baranowski, Alderperson Margret Mann, Alderperson Patti Coenen, Alderperson Kyle Lobner and Alderperson Jeffrey Jirschele

Excused: 1 - Alderperson Chris Croatt

Abstained: 1 - Mayor Timothy Hanna

L. COMMITTEE REPORTS

Balance of the action items on the agenda.

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

Aye: 14 - Alderperson Greg Dannecker, Alderperson Joe Martin, Alderperson Cathy Spears, Alderperson Polly Dalton, Alderperson Christine Williams, Alderperson Vered Meltzer, Alderperson Kathleen Plank, Alderperson William Siebers, Alderperson Curt Konetzke, Alderperson Ed Baranowski, Alderperson Margret Mann, Alderperson Patti Coenen, Alderperson Kyle Lobner and Alderperson Jeffrey Jirschele

Excused: 1 - Alderperson Chris Croatt

Abstained: 1 - Mayor Timothy Hanna

1. MINUTES OF THE MUNICIPAL SERVICES COMMITTEE

[15-1536](#)

#13-R-15-Alderperson Baranowski

Propose a No Parking trial period, from April 01, 2016 through September 02, 2016, on the north side of Rail Road, from Kensington Ave extending west, up to but not including, 3316 Rail Road. The purpose of the trial period is to provide a level of safety for users of Derks Park who typically may park on the north side of Rail Road and cross the street to the park, while understanding the impact of added parking on the south side of Rail Road and the potential impact on those who may now choose to park on Guyette Drive. The trial period may be shortened or concluded if the Committee determines the No Parking restriction successfully increases the level of safety while minimizing the impact on the surrounding neighborhood, thereby permanently restricting No Parking along the north side of Rail Road as proposed or if the impact to the neighborhood is negative while still allowing for an adequate measure of safety as we would expect.

This Presentation was approved.

[15-1627](#)

Request from Kyle Fritz for a variance to Municipal Code 9-639 (h) to exceed the six foot height limit.

This Report Action Item was approved.

[15-1628](#)

Request from Apple Tree Connections, LLC to have the property at 5020 N. Providence Avenue officially precluded from access to Canvasback Circle.

This Report Action Item was approved.

2. MINUTES OF THE SAFETY AND LICENSING COMMITTEE

[15-1643](#)

Class "B" Beer and Class "C" Wine application of Sunflower Spa LLC, d/b/a Sunflower Spa, Lacy A. Hardy, Agent, 1024 S. Olde Oneida St., contingent upon approval from all departments.

This Report Action Item was approved.

[15-1576](#)

Operator's Licenses

This Report Action Item was approved.

[15-1616](#)

"Class B" Beer/Liquor License application of OM Investments LLC, d/b/a Sai Ram Indian Cuisine, Sivakumar Rajarathinam, Agent, 253 W. Northland Ave., contingent upon approval from all departments.

This Report Action Item was approved.

[15-1657](#)

The Police Department was awarded \$11,900 from Kwik Trip for the purchase of a Utility Task Vehicle (UTV)

This Report Action Item was approved.

3. MINUTES OF THE CITY PLAN COMMISSION

[15-1608](#)

Request to approve Extraterritorial Final Plat for 2nd Addition to Edgewood Acres located in the Town of Grand Chute, as shown on the attached map, subject to the stipulation in the attached staff report

This Report Action Item was approved.

[15-1609](#)

Request to approve the dedication of public right-of-way for the east-west extension of Vantage Drive to connect the existing Vantage Drive to Eisenhower Drive, as shown on the attached maps

This Report Action Item was approved.

4. MINUTES OF THE PARKS AND RECREATION COMMITTEE

[15-1620](#)

Proposed 2016 Reid Golf Policy and Rates

This Report Action Item was approved.

5. MINUTES OF THE FINANCE COMMITTEE

[15-1574](#)

CEA Review Committee Report from August 20, 2015.

This Report Action Item was approved.

[15-1575](#)

Request to enter into Intergovernmental Agreement with Appleton Area School District to borrow short term cash in an amount not to exceed \$20 million from time to time as needed. The note shall be dated as of date of issuance, shall bear interest at the rate of 2% above the average Federal Funds rate from its dated date until paid; and shall mature no later than June 30, 2016. Interest on the note shall be paid at maturity or redemption.

This Report Action Item was approved.

[15-1652](#)

Request to approve the following 2015 Budget adjustment:

General Fund - Mayor's Office	
Other Contracts/Obligations - Parade Committee	+\$12,000
Fund Balance	- \$12,000

to record City 2014 payment to the Appleton Parade Committee. The annual payment was budgeted in 2014, but inadvertently omitted, so two payment will be made in 2015 (2/3 vote required).

Risk Management Fund	
Workers Compensation Expense	+\$250,000
Fund Balance	- \$250,000

to record additional costs incurred in workers compensation claims (2/3 vote required).

This Report Action Item was approved.

6. MINUTES OF THE COMMUNITY AND ECONOMIC DEVELOPMENT COMMITTEE

[15-1670](#)

Request to approve the Option to Purchase by United Investments, Inc. and/or assigns to purchase 21 acres of land, more or less, at the northwest corner of Eisenhower Drive and Midway Road, in Southpoint Commerce Park, at a purchase price of \$840,000 (\$40,000 per acre)

This Report Action Item was approved.

7. MINUTES OF THE UTILITIES COMMITTEE

8. MINUTES OF THE HUMAN RESOURCES COMMITTEE

9. MINUTES OF THE FOX CITIES TRANSIT COMMISSION

10. MINUTES OF THE BOARD OF HEALTH

M. CONSOLIDATED ACTION ITEMS

O. ITEMS HELD

P. ORDINANCES

[15-1707](#)

Ordinances 83-15 thru 97-15

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
- S. OTHER COUNCIL BUSINESS

[15-1712](#)

Report of Committee of the Whole

No action was taken during Committee of the Whole

- G. APPROVAL OF PREVIOUS COUNCIL MEETING MINUTES

[15-1644](#)

Common Council Meeting Minutes from October 7, 2015

As previously stated, this item was taken up at the end of the meeting just prior to adjournment.

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

Aye: 14 - Aldersperson Greg Dannecker, Aldersperson Joe Martin, Aldersperson Cathy Spears, Aldersperson Polly Dalton, Aldersperson Christine Williams, Aldersperson Vered Meltzer, Aldersperson Kathleen Plank, Aldersperson William Siebers, Aldersperson Curt Konetzke, Aldersperson Ed Baranowski, Aldersperson Margret Mann, Aldersperson Patti Coenen, Aldersperson Kyle Lobner and Aldersperson Jeffrey Jirschele

Excused: 1 - Aldersperson Chris Croatt

Abstained: 1 - Mayor Timothy Hanna

- T. ADJOURN

The meeting adjourned at 10:18 p.m.

Aldersperson Lobner moved, seconded by Aldersperson Martin, that the meeting be adjourned. Roll Call. Motion carried by the following vote:

Aye: 14 - Aldersperson Greg Dannecker, Aldersperson Joe Martin, Aldersperson Cathy Spears, Aldersperson Polly Dalton, Aldersperson Christine Williams, Aldersperson Vered Meltzer, Aldersperson Kathleen Plank, Aldersperson William Siebers, Aldersperson Curt Konetzke, Aldersperson Ed Baranowski, Aldersperson Margret Mann, Aldersperson Patti Coenen, Aldersperson Kyle Lobner and Aldersperson Jeffrey Jirschele

Excused: 1 - Aldersperson Chris Croatt

Abstained: 1 - Mayor Timothy Hanna

Jamie L. Griesbach, Deputy City Clerk



City of Appleton

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

Meeting Minutes - Final Common Council

Wednesday, October 28, 2015

7:00 PM

Council Chambers

SPECIAL MEETING OF THE COMMON COUNCIL

A. CALL TO ORDER

The meeting was called to order at 7:01 p.m.

B. PLEDGE OF ALLEGIANCE TO THE FLAG

C. ROLL CALL OF ALDERPERSONS

OTHERS PRESENT: Deputy City Clerk Griesbach, City Attorney Walsh, Deputy City Attorney Behrens, Director of Community and Economic Development Harkness, Director of Finance Saucerman, Fire Chief Vander Wyst, Health Officer Eggebrecht, Director of Parks, Recreation and Facilities Gazza, Police Chief Thomas, Director of Public Works Vandehey, Director of Utilities Shaw and Communications Coordinator Doran

Present: 15 - Alderperson Greg Dannecker, Alderperson Joe Martin, Alderperson Cathy Spears, Mayor Timothy Hanna, Alderperson Polly Dalton, Alderperson Christine Williams, Alderperson Vered Meltzer, Alderperson Kathleen Plank, Alderperson William Siebers, Alderperson Curt Konetzke, Alderperson Ed Baranowski, Alderperson Margret Mann, Alderperson Patti Coenen, Alderperson Kyle Lobner and Alderperson Jeffrey Jirschele

Excused: 1 - Alderperson Chris Croatt

[15-1808](#)

Convene into Committee of the Whole

The Common Council convened into Committee of the Whole at 7:02 p.m.

During Committee of the Whole the following individuals were given permission to speak:

Will Weider - Appleton

Jennifer Stephany - Appleton Downtown Inc.

Randy Klement, General Manager - Hampton Inn

Jay Schumerth, General Manager - Radisson Paper Valley Hotel

Pam Seidl - Convention and Visitors Bureau

Kathy Stratton, Owner - Blue Moon Emporium

Alderperson Konetzke moved, seconded by Alderperson Coenen, that the Common Council convene into Committee of the Whole. Roll Call. Motion carried by the following vote:

Aye: 14 - Alderperson Greg Dannecker, Alderperson Joe Martin, Alderperson Cathy Spears, Alderperson Polly Dalton, Alderperson Christine Williams, Alderperson Vered Meltzer, Alderperson Kathleen Plank, Alderperson William Siebers, Alderperson Curt Konetzke, Alderperson Ed Baranowski, Alderperson Margret Mann, Alderperson Patti Coenen, Alderperson Kyle Lobner and Alderperson Jeffrey Jirschele

Excused: 1 - Alderperson Chris Croatt

Abstained: 1 - Mayor Timothy Hanna

[15-1598](#)

Approval of the Intergovernmental Agreement (Cooperation Agreement) for the Fox Cities Exhibition Center

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

Aye: 12 - Alderperson Greg Dannecker, Alderperson Joe Martin, Alderperson Cathy Spears, Alderperson Christine Williams, Alderperson Vered Meltzer, Alderperson Kathleen Plank, Alderperson William Siebers, Alderperson Curt Konetzke, Alderperson Ed Baranowski, Alderperson Margret Mann, Alderperson Patti Coenen and Alderperson Jeffrey Jirschele

Nay: 2 - Alderperson Polly Dalton and Alderperson Kyle Lobner

Excused: 1 - Alderperson Chris Croatt

Abstained: 1 - Mayor Timothy Hanna

[15-1599](#)

Approval of the Amended and Restated Room Tax Commission and Tourism Zone Agreement (Exhibition Center)

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

Aye: 13 - Alderperson Greg Dannecker, Alderperson Joe Martin, Alderperson Cathy Spears, Alderperson Christine Williams, Alderperson Vered Meltzer, Alderperson Kathleen Plank, Alderperson William Siebers, Alderperson Curt Konetzke, Alderperson Ed Baranowski, Alderperson Margret Mann, Alderperson Patti Coenen, Alderperson Kyle Lobner and Alderperson Jeffrey Jirschele

Nay: 1 - Alderperson Polly Dalton

Excused: 1 - Alderperson Chris Croatt

Abstained: 1 - Mayor Timothy Hanna

[15-1600](#)

Approval of draft ordinance imposing a hotel/motel room tax (Exhibition Center)

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

Aye: 12 - Alderperson Greg Dannecker, Alderperson Joe Martin, Alderperson Cathy Spears, Alderperson Christine Williams, Alderperson Vered Meltzer, Alderperson Kathleen Plank, Alderperson William Siebers, Alderperson Curt Konetzke, Alderperson Ed Baranowski, Alderperson Margaret Mann, Alderperson Patti Coenen and Alderperson Jeffrey Jirschele

Nay: 2 - Alderperson Polly Dalton and Alderperson Kyle Lobner

Excused: 1 - Alderperson Chris Croatt

Abstained: 1 - Mayor Timothy Hanna

15-1809

Reconvene to Common Council

The Committee of the Whole reconvened into the Common Council at 7:42 p.m.

Alderperson Baranowski moved, seconded by Alderperson Coenen, that the Committee of the Whole reconvene into the Common Council. Roll Call. Motion carried by the following vote:

Aye: 14 - Alderperson Greg Dannecker, Alderperson Joe Martin, Alderperson Cathy Spears, Alderperson Polly Dalton, Alderperson Christine Williams, Alderperson Vered Meltzer, Alderperson Kathleen Plank, Alderperson William Siebers, Alderperson Curt Konetzke, Alderperson Ed Baranowski, Alderperson Margaret Mann, Alderperson Patti Coenen, Alderperson Kyle Lobner and Alderperson Jeffrey Jirschele

Excused: 1 - Alderperson Chris Croatt

Abstained: 1 - Mayor Timothy Hanna

15-1810

Report of the Committee of the Whole

Alderperson Baranowski moved, seconded by Alderperson Coenen, that the Report of the Committee of the Whole be approved. Roll Call. Motion carried by the following vote:

Aye: 13 - Alderperson Greg Dannecker, Alderperson Joe Martin, Alderperson Cathy Spears, Alderperson Polly Dalton, Alderperson Christine Williams, Alderperson Vered Meltzer, Alderperson Kathleen Plank, Alderperson William Siebers, Alderperson Curt Konetzke, Alderperson Ed Baranowski, Alderperson Margaret Mann, Alderperson Patti Coenen and Alderperson Jeffrey Jirschele

Nay: 1 - Alderperson Kyle Lobner

Excused: 1 - Alderperson Chris Croatt

Abstained: 1 - Mayor Timothy Hanna

D. ADJOURN

The meeting adjourned at 7:45 p.m.

Alderperson Lobner moved, seconded by Alderperson Baranowski, that the be adjourned. Roll Call. Motion carried by the following vote:

Aye: 15 - Alderperson Greg Dannecker, Alderperson Joe Martin, Alderperson Cathy Spears, Mayor Timothy Hanna, Alderperson Polly Dalton, Alderperson Christine Williams, Alderperson Vered Meltzer, Alderperson Kathleen Plank, Alderperson William Siebers, Alderperson Curt Konetzke, Alderperson Ed Baranowski, Alderperson Margret Mann, Alderperson Patti Coenen, Alderperson Kyle Lobner and Alderperson Jeffrey Jirschele

Absent: 1 - Alderperson Chris Croatt

Jamie L. Griesbach, Deputy City Clerk

INITIAL RESOLUTION

WHEREAS, the public interest requires that a portion of South Lynndale Drive, that has not previously been vacated, be vacated and discontinued,

BE IT RESOLVED, that the Common Council of the City of Appleton, Wisconsin, hereby determines that the public interest requires that a portion of South Lynndale Drive, City of Appleton, Outagamie County, Wisconsin, as hereinafter described, is hereby vacated and discontinued pursuant to §66.1003 of the Wisconsin Statutes.

LEGAL DESCRIPTION

All of a strip of land 80 feet in width and 1117.9 feet m/l in length along its centerline and containing 89,431 square feet of land m/l and being further described by:

All that part of Lynndale Drive South of the Westerly extension of the South line of Leonard Street and Northerly of the Northwestern line of the Wisconsin Central Railroad Ltd.(formerly known as the Chicago and Northwestern Railroad Company), being located in the Northwest Quarter (NW ¼) of the Southeast Quarter (SE ¼) and the Northeast Quarter (NE ¼) of the Southwest Quarter (SW ¼), Section 33, T.21N., R.17E., City of Appleton, Outagamie County, Wisconsin and being further described as follows:

Commencing at the Southeast corner of Lynndale Drive and Leonard Street and being the point of beginning;

Thence S.00°02'W. 1092.00 feet m/l along the East line of Lynndale Drive to the Northwestern line of the Wisconsin Central Railroad Ltd. r/w;

Thence S.57°06'W. 95.32 feet, along the Northwestern line of the Wisconsin Central Railroad Ltd. r/w to the West line of Lynndale Drive;

Thence N.00°02'E. 1143.77 feet m/l along the West line of Lynndale Drive to the Westerly extension of the South line of Leonard Street;

Thence N.90°00'E. 80.00 feet along said extension to the point of beginning.

See also attached Exhibit "A" for illustration.

EASEMENTS

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

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

It is further agreed that Grantee shall have the right to install, regrade, replace, relocate, operate, maintain, resize and repair any and all of these utilities and their associated

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

COMMON DESCRIPTION:

South Lynndale Drive – South of Leonard Street to railroad right-of-way

FURTHER RESOLVED, that the City Clerk of the City of Appleton be authorized and directed to give notice required by §66.1003 of the Wisconsin Statutes.

FURTHER RESOLVED, that according to §66.1005 of the Wisconsin Statutes, upon vacation and discontinuance of said portion of South Lynndale Drive, title to the above-described streets shall belong to the adjoining property owners and shall acquire an ownership interest in the entire area being vacated as described herein.

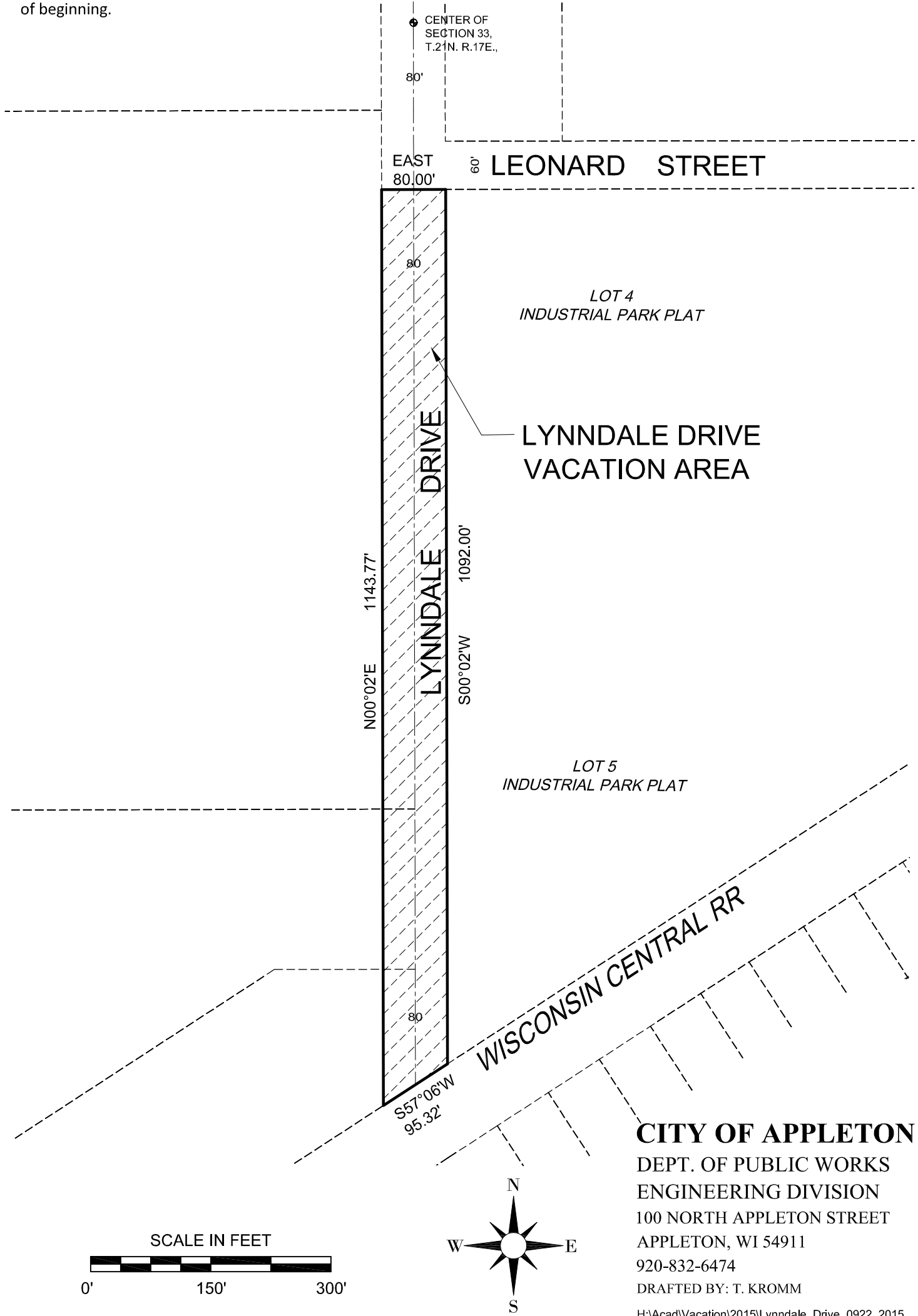
Date

J:\Attorney\WORD\VACATION\Lynndale Drive (2015)\
Lynndale Drive - Initial Resolution.doc

Christopher W. Croatt, Chair

EXHIBIT "A"

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OPERATIONS & DISTRIBUTION CENTER
1300 S. LYNNDALE DRIVE
P.O. BOX 1199
APPLETON, WISCONSIN 54912-1199
920-731-8121

August 7, 2015

Ms. Paula Vandehey, Director of Public Works
100 North Appleton Street
Appleton, WI 54911

Re: Lynndale Avenue Reconstruction
Petition for Vacation of Right of Way

Dear Ms. Vandehey:

We have owned and operated the Fleet Wholesale Supply distribution center at 1300 Lynndale Avenue for several decades. Since that time, our store locations and sizes have expanded, we have enlarged the distribution center and have acquired both the Long and Foremost properties, as well as the former lagoon site. We have just recently acquired the office building at 1200 Leonard Street as well. This was all done to accommodate the growth of our operations in the Midwest. As a result, we now own all of the property on both sides of Lynndale Avenue lying south of Leonard Street and north of the railroad that borders our ownership on the south.

We are aware of the reconstruction done to Lynndale Avenue north of Leonard Street to College Avenue and are aware of your plans to reconstruct the balance of the utilities and road during 2016 and 2017 respectively. We also assume that since we own both sides of the road, much of the cost will be assessed to us as the benefitting property owner.

As our engineer, Bruce Buxton, discussed with you on July 28, 2015, although we do not know exactly what we want to do, we know we need to expand the operations to accommodate what is now 35 stores and soon to be 36. We have had several discussions about the expansion and would expect to be able to make a decision within a year or two. Any expansion would likely interfere with the improvements you are contemplating and require that they be relocated to accommodate our expansion. Obviously, this would result in paying twice for the same services, something no one is interested in doing.

Inasmuch as we control both sides of the road and there is no through traffic on this dead end road, we see benefit in not doing the improvement at all at this time, but rather vacating the road and turning ownership and responsibility over to us. Vacating the road would relieve you of maintenance and repair and hopefully allow you to postpone any work in the area south of Leonard Street.

We, therefore, request that you consider this letter as a petition for vacation of the right of way of Lynndale Avenue South from Leonard Street to the railroad at the southern terminus of Lynndale Avenue. We also request that the right of way be deeded to us, as the abutting owner, subject to the easements needed to operate and maintain the existing utility systems, until they are relocated to a mutually acceptable location.

We would be most happy to have our engineer meet with you and your staff to review the details of this request at your convenience. If you have any questions, please advise.

Sincerely,

A handwritten signature in blue ink that reads "Stewart C. Mills, Jr.".

Stewart C. Mills, Jr.
Co-Owner

cc: Henry C. Mills II
Jeff Meek, CFO
Hugh Leasum, Sr. Dir. Of Operations
Bruce Buxton, Engineer

LYNNDALE DRIVE STREET VACATION

LEGAL DESCRIPTION

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See also attached Exhibit "A" for illustration.

EASEMENTS

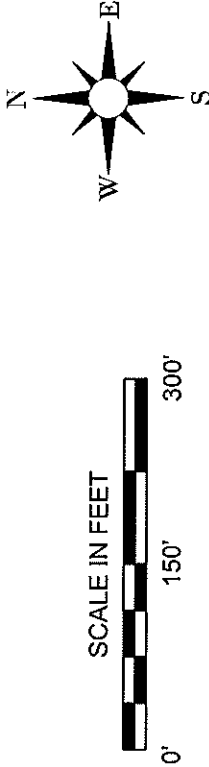
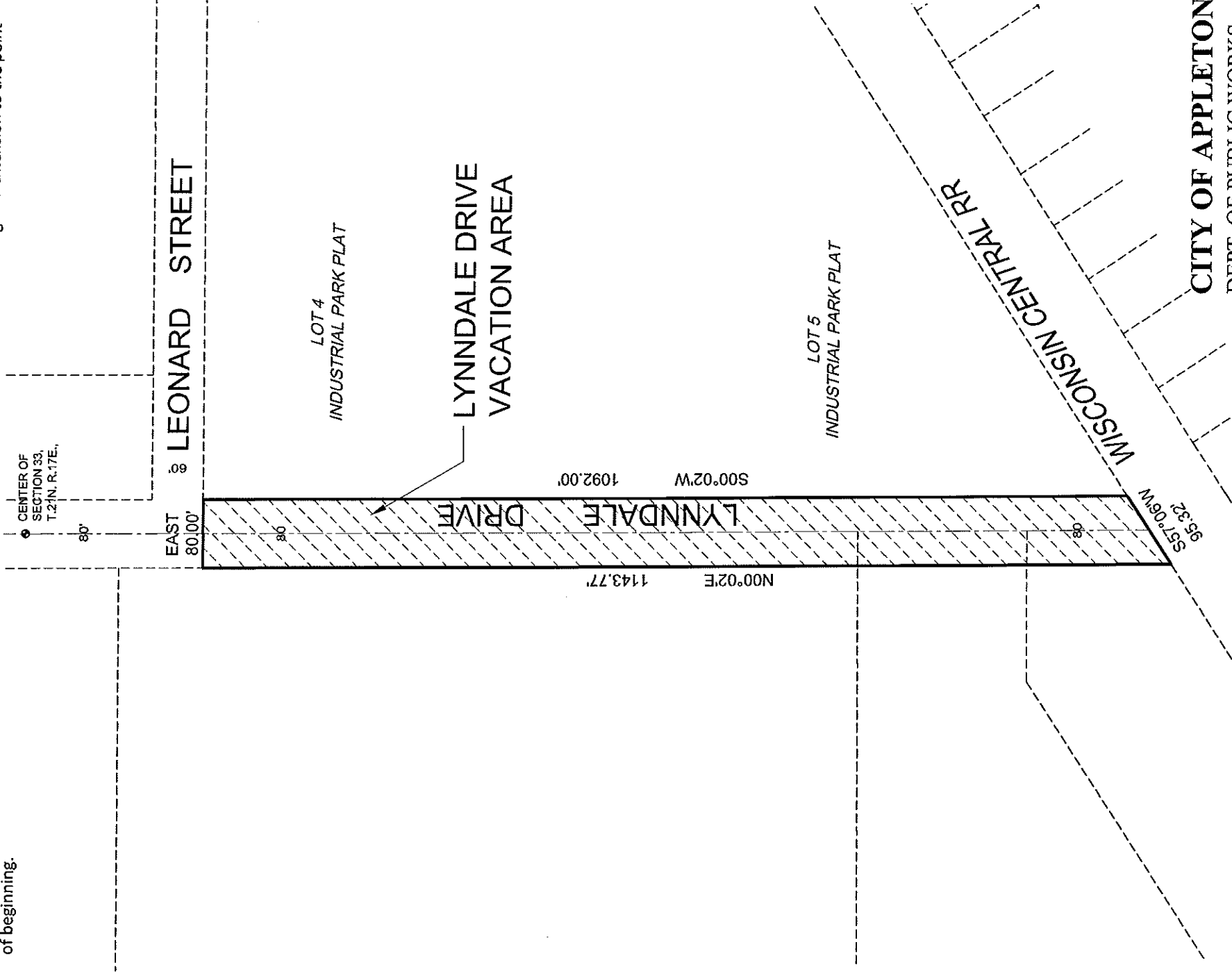
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It is further agreed that this easement shall be a permanent easement.

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

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CITY OF APPLETON
DEPT. OF PUBLIC WORKS
ENGINEERING DIVISION
100 NORTH APPLETON STREET
APPLETON, WI 54911
920-832-6474
DRAFTED BY: T. KROMM
H:\AcadVacation\2015\Lynndale_Drive_0922_2015



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

To: Municipal Services Committee
From: Michael Hardy, Assistant Traffic Engineer
Date: October 13, 2015
Re: Mason Street & Pine Street - Intersection Control

At the request of a concerned citizen, the Traffic Section has reviewed the traffic control at the intersection of Mason Street and Pine Street. This individual had concerns regarding this intersection, specifically that drivers headed west on Pine Street arriving at the intersection of Mason Street do not have a good view of vehicles and pedestrians along Mason Street. This person noted they almost collided with a child biking to the school.

This intersection is located at the southwest corner of Pierce Park, south of Jefferson Elementary School. The Pine Street intersection with Mason Street is not a typical intersection. The east approach of Pine Street is approximately 20 feet north of the west approach. The existing control at this intersection has Pine Street yielding to Mason Street. Both roadways are functionally classified as *Local* at this intersection. The land use in this area is residential, with Pierce Park and Jefferson Elementary located in the northeast corner.



Aerial Photo, Intersection of Mason Street & Pine Street

The procedure for evaluating *stop* control was applied. Based on City policy, as well as state and federal standards, we consider traffic volumes, crash experience, critical approach speeds, and the functional classification of the roadways when performing a typical intersection control study. Designated *school safe walking routes* are also

considered when appropriate.

The City of Appleton policy states that *stop* control *may* be appropriate at a four-legged intersection when:

1. Entering volumes are greater than 3,000 vehicles per day, OR
2. There has been at least one preventable-type crash in the past 12-months, OR
3. The critical approach speed is less than 15 miles per hour, OR
4. If the roadway is intersecting with a roadway which is functionally classified as a *Collector* or *Arterial*.

Historical traffic counts at this intersection revealed volumes of 900 vehicles per day along Mason Street, and over 200 vehicles per day on Pine Street heading west. Pine Street to the east is estimated to carry less than 100 vehicles per day. These daily counts do not meet the volume criteria for a stop controlled approach.

The most recent five years of crash experience indicates zero reportable crashes at this intersection.

The *critical approach speed* is the speed that a vehicle may approach the intersection and safely stop if an opposing vehicle is sighted. The critical approach speed for this intersection was measured to be less than 5 miles per hour on east Pine Street approach, which is due in large part to the unusual intersection alignment. If *stop* control were implemented, it would create a safer situation.

All intersecting streets are functionally classified as *Local*. With a close proximity to Jefferson Elementary, the sidewalks along Mason Street are an active part of the safe walking routes to this school.

While this intersection do not meet the volume or crash criterion for *stop* control, it *does* meet the critical approach speed criteria based criteria. The sightline of vehicles and pedestrians on the east Pine Street approach is very poor.

Based on this review, stop control is recommended at this intersection.

Due to the immediate concerns of sightlines, and the anticipated qualification due to the offset in roadway alignment and the safe walking routes to school, stop signs were implemented by our Department on October 01, 2015.

To accomplish this, the following ordinance action is required:

1. **Create:** "Replace Yield signs with Stop signs on Pine Street at Mason Street."

Operator's Licenses for 10/28/15 S & L

Approved

Amanda M. Jensen	230 Byrd Avenue, #C5, Neenah
Anthony V. Capparelli	115 ½ E. College Avenue
Donna M. Lubas	418 N. Morrison Street, #1
John T. Dahlstrom	208 ½ N. Richmond Street
Jennifer M. Averheart	P.O. Box 2385
Abigail L. Braun	1700 Dublin Trail, #216, Neenah
Anita M. Thornton	1401 S. Nicolet Road, #7
Danielle L. Hummer	203 W. 9 th Avenue, #2, Oshkosh
Emily N. Roman	3334 E. Forest Street
Heidi L. England	1007 E. Byrd Street
Kellie M. Faskell	214 N. Bridge Street, Manawa
Kelly R. Dorn	1624 E. Harding Drive, #7
Lue F. Yang	3135 N. Peechtree Lane
Mark A. Doering	1209 N. Drew Street
Prakash Paudel	5109 N. Applebend Drive
Sarah R. Aeby	721 ½ W. Lawrence Street
Scott T. Banker	N2479 Sally Court, Greenville
Synthia K. Kerrigan	2500 Honey Lou Court, #202

**HIGHWAY 47 / APPLETON RD NORTH ROUNDABOUT
TRAFFIC CRASH INVESTIGATION AGREEMENT**

Section 1. PURPOSE OF AGREEMENT

This agreement is to provide efficient law enforcement services to members of the community who are involved in traffic crashes in the north roundabout on STH 47/Appleton Rd and US Highway 10/State 441. The city of Menasha without dispute does have at least ½ of this roundabout within their jurisdiction. The city of Appleton may have a portion of the roundabout in their jurisdiction. This agreement clarifies the agency who will be responsible for investigation of crashes within the roundabout.

Section 2. AGREEMENT

Under Wisconsin Statute 175.40(4) both the Cities have legal jurisdiction to enforce traffic laws in the north roundabout covered by this agreement as each municipality has jurisdiction in the roundabout.

A. HIGHWAY 47 / APPLETON RD. NORTH ROUNDABOUT

Menasha will be the primary law enforcement agency for all traffic crashes which occur within the north roundabout on Highway 47/Appleton Rd at US Highway 10/State 441. "Within the roundabout" is defined as any crash which takes place on the roadway inside and including the crosswalks. Any crash which would take place prior to the crosswalk or after exiting the roundabout past the crosswalk will be handled by the agency of original jurisdiction.

B. Nothing in this agreement prevents the secondary agency to take a crash report if requested by the primary agency of jurisdiction.

Section 3. TERMINATION

Either agency may withdraw from this agreement by providing a notice of at least seven (7) days to the other agency. In the event that any part, term or provision of this agreement is found to be illegal or invalid in whole or in part, it shall be stricken from the agreement and the agreement interpreted as if that clause did not exist.

**HIGHWAY 10- ONEIDA ST / MIDWAY RD
TRAFFIC CRASH INVESTIGATION AGREEMENT**

Section 1. **PURPOSE OF AGREEMENT**

This agreement is to provide efficient law enforcement services to members of the community who are involved in traffic crashes in the intersection of Oneida St and Midway Rd. The jurisdiction of this intersection is in both the City of Appleton and City of Menasha.

Section 2. **AGREEMENT**

Under Wisconsin Statute 175.40(4) both the municipalities have legal jurisdiction to enforce traffic laws within the intersection. The City of Appleton will be the primary law enforcement agency responsible for the investigation of all traffic crashes which occur within the boundaries of the intersection of Oneida St. and Midway Rd. "Within the boundaries" is defined as any crash which takes place on the roadway inside the area within the 4 stop lines of the intersection. Any crash which would take place prior to the stop lines will be handled by the agency of original jurisdiction.

Nothing in this agreement prevents the secondary agency to take a crash report if requested by the primary agency of jurisdiction.

Section 3. **TERMINATION**

Either agency may withdraw from this agreement by providing a notice of at least seven (7) days to the other agency. In the event that any part, term or provision of this agreement is found to be illegal or invalid in whole or in part, it shall be stricken from the agreement and the agreement interpreted as if that clause did not exist.

Signature Lines



REPORT TO CITY PLAN COMMISSION

Plan Commission Public Hearing Date: October 26, 2015

Common Council Meeting Date: November 4, 2015

Item: Special Use Permit #14-15 for restaurant with alcohol sales and service

Case Manager: David Kress

GENERAL INFORMATION

Owner: College Avenue Associates

Applicant: Cozy Corner c/o Natasha Banks

Address/Parcel #: 111 North Walnut Street (Tax Id #31-5-1070-00)

Petitioner's Request: The applicant is requesting a Special Use Permit for alcohol sales and service in conjunction with an existing restaurant.

BACKGROUND

The subject area, located at the southwest corner of North Walnut Street and West Johnston Street, is currently occupied by Cozy Corner. Cozy Corner has operated at this location for over three years as a restaurant (without alcohol). However, the applicant recently applied for a Liquor License that includes Class B beer and Class C wine, which was approved by Common Council on October 7, 2015.

STAFF ANALYSIS

Existing Site Conditions: The existing multi-tenant building totals 5,760 square feet, with the proposed restaurant with alcohol sales and service occupying approximately 1,360 square feet. The subject area was renovated into a restaurant in 2012. No off-street parking is provided, which is allowable in the CBD Central Business District.

Zoning Ordinance Requirements: The subject property has a zoning designation of CBD Central Business District. Per Section 23-114(e) of the Municipal Code, a restaurant with alcohol sales and service requires a Special Use Permit in the CBD District. In order to permit alcohol sales and service in conjunction with an existing restaurant, the Plan Commission makes a recommendation to the Common Council who will make the final decision on the Special Use Permit. A two-thirds (2/3) vote of the Common Council is required for approval.

Based on the attached development plan, this request will not increase existing building area or tenant capacity. No outdoor alcohol sales and service is requested with this application for a Special Use Permit.

Operational Information: A plan of operation is attached to the Staff Report.

Surrounding Zoning and Land Uses: The surrounding area is under the jurisdiction of the City of

Special Use Permit #14-15
October 26, 2015
Page 2

Appleton (north, south, east, and west). The uses are generally commercial in nature.

North: CBD Central Business District. The adjacent land uses to the north are currently a mix of commercial uses, including the Fox Cities Performing Arts Center.

South: CBD Central Business District. The adjacent land uses to the south are currently a mix of commercial uses.

East: CBD Central Business District. The adjacent land uses to the east are currently a mix of commercial uses, including the Fox Cities Performing Arts Center.

West: CBD Central Business District. The adjacent land uses to the west are currently a mix of commercial and multi-family residential uses.

Appleton Comprehensive Plan 2010-2030: Community & Economic Development staff has reviewed this proposal and determined it is compatible with the Central Business District use shown on the City's *Comprehensive Plan 2010-2030* Future Land Use Map. Listed below are related excerpts from the City's *Comprehensive Plan 2010-2030*.

Goal 1 – Community Growth

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

Goal 8 – Economic Development

Appleton will pursue economic development that brings good jobs to the area and supports the vitality of its industrial areas, downtown, and neighborhood business districts.

OBJECTIVE 9.3 Economic Development:

Ensure the continued vitality of downtown and the City's neighborhood commercial districts.

Finding of Fact: This request was reviewed in accordance with the standards for granting a Special Use Permit under Sections 23-66(e)(1-6) and 23-66(h)(6) of the Municipal Code, which were found in the affirmative.

Technical Review Group (TRG) Report: This item was discussed at the October 6, 2015 Technical Review Group meeting. No negative comments were received from participating departments.

Written Public Comments: No questions, concerns, or comments have been received from the surrounding neighborhood.

RECOMMENDATION

Staff recommends, based on the above, that Special Use Permit #14-15 for a restaurant with alcohol sales and service at 111 North Walnut Street, as shown on the attached maps and per attached plan of operation, **BE APPROVED** to run with the land, subject to the following conditions:

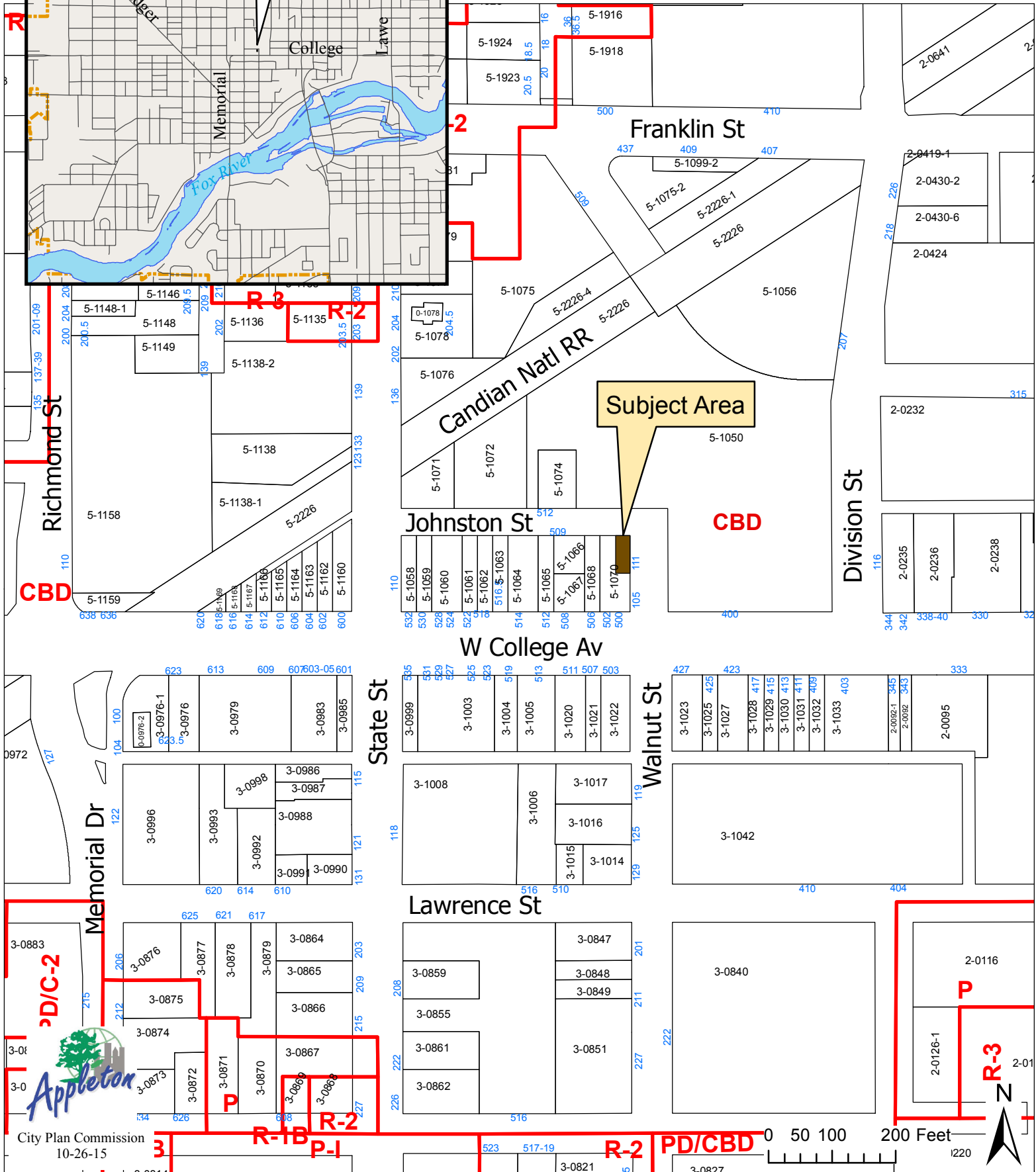
Special Use Permit #14-15

October 26, 2015

Page 3

1. All applicable codes, ordinances, and regulations, including but not limited to Fire, Building, and Health Codes and the Noise Ordinance, shall be complied with.
2. The serving and consumption of alcohol is limited to the interior ground floor of the building, as identified on the attached maps. Any future expansions for the serving and/or consumption of alcohol may require a major or minor amendment request to this Special Use Permit, pursuant to Section 23-66(g) of the Municipal Code.
3. Compliance with the plan of operation is required at all times. Changes to the plan of operation shall be submitted to the Community and Economic Development Department for review and approval.
4. The use shall conform to the standards established in Chapter 9, Article III, Alcoholic Beverages, of the Appleton Municipal Code.

111 North Walnut Street
Special Use Permit
Restaurant with Alcohol Sales
Zoning Map



111 North Walnut Street
Special Use Permit
Restaurant with Alcohol Sales

Johnston St

Walnut St

W College Av

CBD

5-1

512

509

5-1065

5-1066

5-1067

5-1068

5-1070

111

105

512

508

506

502

500



REVISIONS

PHONE: (920) 729-9632
EMAIL: acordrj@aol.com

R. J. ACORD-ARCHITECT
1210 MAPLE STREET
NEEAH, WI 54956

ALTERATIONS TO:
THE COZZY CORNER
111 WALNUT STREET
APPLETON, WI 54911

DATE
15 MAR 12
PROJECT NUMBER
12-004
SHEET

A2.0

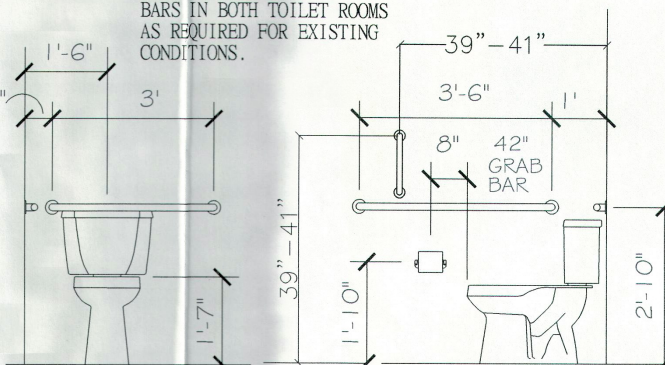
FURNISHINGS LIST

- A REFRIGERATOR: 36" X 26"
- B BOOS - S.S. 18 GA. 1-COMP. SINK: 50"W X 30"D
- C HOBART - UNDER CABINET DISH WASHER: 24"W X 27"D
- D BOOS - E188-18-12, PREP SINK: 23"W X 24"D
- E BAR-B-Q BOSS - SMOKER: 22"W X 28"D
- F IMPERIAL - IFS-40 -FRYER: 15.5"W X 30"D
- G HENNY PENNY PRESSURE FRYER: 19.2"W X 38.9"W
REQUIRES 6" CLEARANCE ON EACH SIDE FOR AIR FLOW
- H IMPERIAL 6-BURNER RANGE: 36"W X 29"D
- I S.S. HOOD: 10'W X 6'D, 6'-6" A.F.F
- J S.S. WHEELED PREP TABLE: 24"D X 36"W
- K EVEREST REFRIGERATOR: 50"W X 32"D
- L MOP SINK: 24"W X 26"D
- M KROWNE HAND SINK - HS-2: 16"W X 15"D
- N UPPER/LOWER STORAGE COUNTER: 7'W X 24"D
- O S.S. STEAM TABLE: 9'W X 2'-9"D
- P CHECK-OUT CABINET: 36"W X 28"D
- Q STORAGE CABINET: 42"W X 24"D
- R SODA FOUNTAIN: 48"W X 2'-8"D
- S BOOTH: 6'W X 5'D
- T TABLE: 3' X 3'
- U WASTE: 48" X 18"
- V WASTE: 48" X 24"

DOOR SCHEDULE

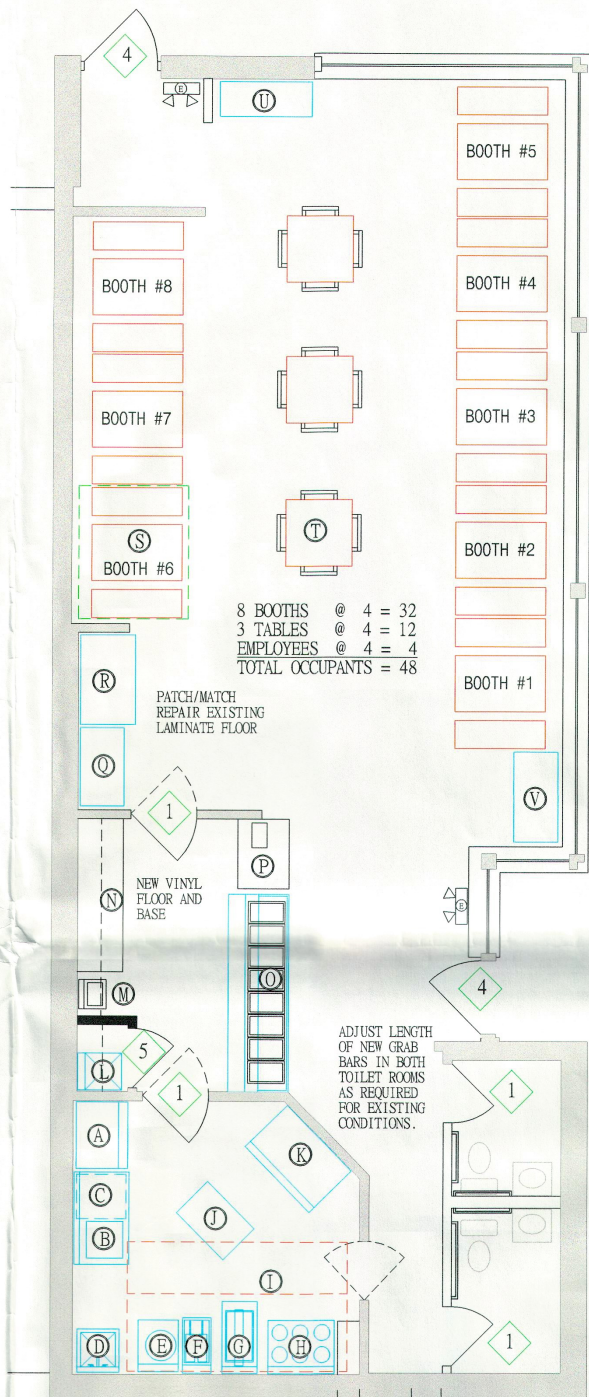
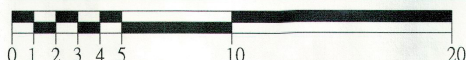
- 1 NEW 3' X 6'-8" DOUBLE ACTING DOOR
- 2 EXISTING 32" X 6'-8" DOOR TO REMAIN
- 3 EXISTING 42" X 7'-0" DOOR TO REMAIN
- 4 EXISTING 42" X 7'-0" DOOR TO REMAIN
- 5 NEW 32" X 6'-8" DOOR
- 6 EXISTING DOUBLE ACTING DOOR 32" X 6'-8"
CUT DOWN TOP TO CLEAR NEW HOOD

ADJUST LENGTH OF NEW GRAB BARS IN BOTH TOILET ROOMS AS REQUIRED FOR EXISTING CONDITIONS.



PROVIDE NEW ADA ACCESSIBLE TOILETS IF REQUIRED

EQUIPMENT & PARTIAL BASEMENT PLAN



EXISTING FURNACE



**TAVERN AND/OR RESTAURANT WITH ALCOHOL SALES
PLAN OF OPERATION AND LOCATIONAL INFORMATION**

Business Information:

Name of business: Cozy Corner

Years in operation: 3 mos

Percentage of business derived from restaurant service: 100 %

Type of proposed establishment (detailed explanation of business):

Continue as restaurant

Proposed Hours of Operation for Indoor Uses:

Day	From	To
Week Day	11am	8pm
Friday	11am	9pm
Saturday	11am	9pm
Sunday	11am	7pm

Building Capacity and Area:

Maximum number of persons permitted to occupy the building or tenant space as determined by the International Building Code (IBC) or the International Fire Code (IFC), whichever is more restrictive: 48 persons

Gross floor area of the existing building(s): 1000 sq ft

Gross floor area of the proposed building(s): 1500 sq ft

Describe Any Potential Noise Emanating From the Proposed Use:

Describe the noise levels anticipated from all equipment or other mechanical sources:

None

Describe how the crowd noise will be controlled inside and outside the building:

Don't foresee crowd noise inside or outside of building.
(Sit down diner that serves beer & wine)

If off-street parking is available for the business, describe how noise from the parking lot will be controlled:

Don't foresee noise being a problem

Outdoor Uses:

Location, type, size and design of outdoor facilities:

NA

Type and height of screening of plantings/fencing/gating:

NA

Is there any alcohol service incorporated in this outdoor facility proposal? Yes ___ No ☒

Are there plans for outdoor music/entertainment? Yes ___ No ☒

If yes, describe how the noise will be controlled:

Is there any food service incorporated in this outdoor facility proposal? Yes ___ No ☒

Proposed Hours of Operation for Outdoor Uses: NA

Day	From	To
Week Day		
Friday		
Saturday		
Sunday		

Outdoor Lighting:Type: Street lights

Location: _____

Off-Street Parking:Number of spaces existing: NANumber of spaces proposed: NA**Other Licensed Premises:**

The number of licensed premises within the immediate geographic area of the proposed location will be considered in order to avoid an undue concentration that may have the potential of creating public safety problems or deterring neighborhood development.

List nearby licensed premises:

The BarVictoria'sNAKASHIMAS**Number of Employees:**Number of existing employees: 3Number of proposed employees: 3Number of employees scheduled to work on the largest shift: 3



REPORT TO CITY PLAN COMMISSION

Plan Commission Informal Public Hearing Date: October 26, 2015

Municipal Services Committee Meeting Date: October 27, 2015

Common Council Meeting Date – Initial Resolution: November 4, 2015

Common Council Meeting Date – Public Hearing (40-day waiting period): December 16, 2015

Item: Street Discontinuance to vacate a portion of South Lynndale Drive

Case Manager: David Kress

GENERAL INFORMATION

Owner/Applicant: City of Appleton / Tom Kromm, Department of Public Works

Street Name/Location: Portion of South Lynndale Drive, generally located south of West Leonard Street to the railroad right-of-way.

Owner/Applicant's Request: The applicant is requesting a street discontinuance to vacate a portion of South Lynndale Drive between West Leonard Street and the railroad right-of-way.

BACKGROUND

The Department of Public Works had scheduled reconstruction of this street for 2016 and 2017, but after discussions with the sole adjoining property owner, it is mutually agreeable to vacate this portion of public street instead.

STAFF ANALYSIS

Title to Vacated Street: When vacated, the land must revert to its original source, which in this case includes the lots located east and west of the proposed vacation area. Consequently, title to the street being vacated will belong to the adjoining property owner. The adjoining property owner will acquire an ownership interest in the land vacated, totaling approximately 89,431 square feet, as shown on the attached map.

Existing Public Utilities and Emergency Access: The City will retain an easement for all existing utilities and any future utilities deemed necessary within the entire length and width of the vacated right-of-way. The City will also retain an access easement for motorized maintenance and emergency response vehicles for the purpose of responding to any and all emergency situations.

Street Right-of-Way Width: This portion of South Lynndale Drive is approximately 80 feet wide.

Street Classification: The City's Arterial/Collector Plan Map identifies this portion of South Lynndale Drive as a local street.

Street Vacation – South Lynndale Drive
October 26, 2015
Page 2

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

North: M-2 General Industrial District. The adjacent land uses to the north are currently a mix of business / industrial uses. These properties are located in the Southwest Industrial Park.

South: M-2 General Industrial District, R-2 Two-Family District, and R-1B Single-Family District. The adjacent land uses to the south are currently railroad right-of-way and one and two-family residential.

East: M-2 General Industrial District. The adjacent land uses to the east are currently industrial, including a freight distribution center. These properties are located in the Southwest Industrial Park.

West: M-2 General Industrial District. The adjacent land uses to the west are currently a mix of business / industrial uses.

Comprehensive Plan 2010-2030: The City of Appleton *Comprehensive Plan 2010-2030* identifies this area for future industrial and business / industrial uses.

Technical Review Group (TRG) Report: This item was discussed at the October 6, 2015 Technical Review Group meeting.

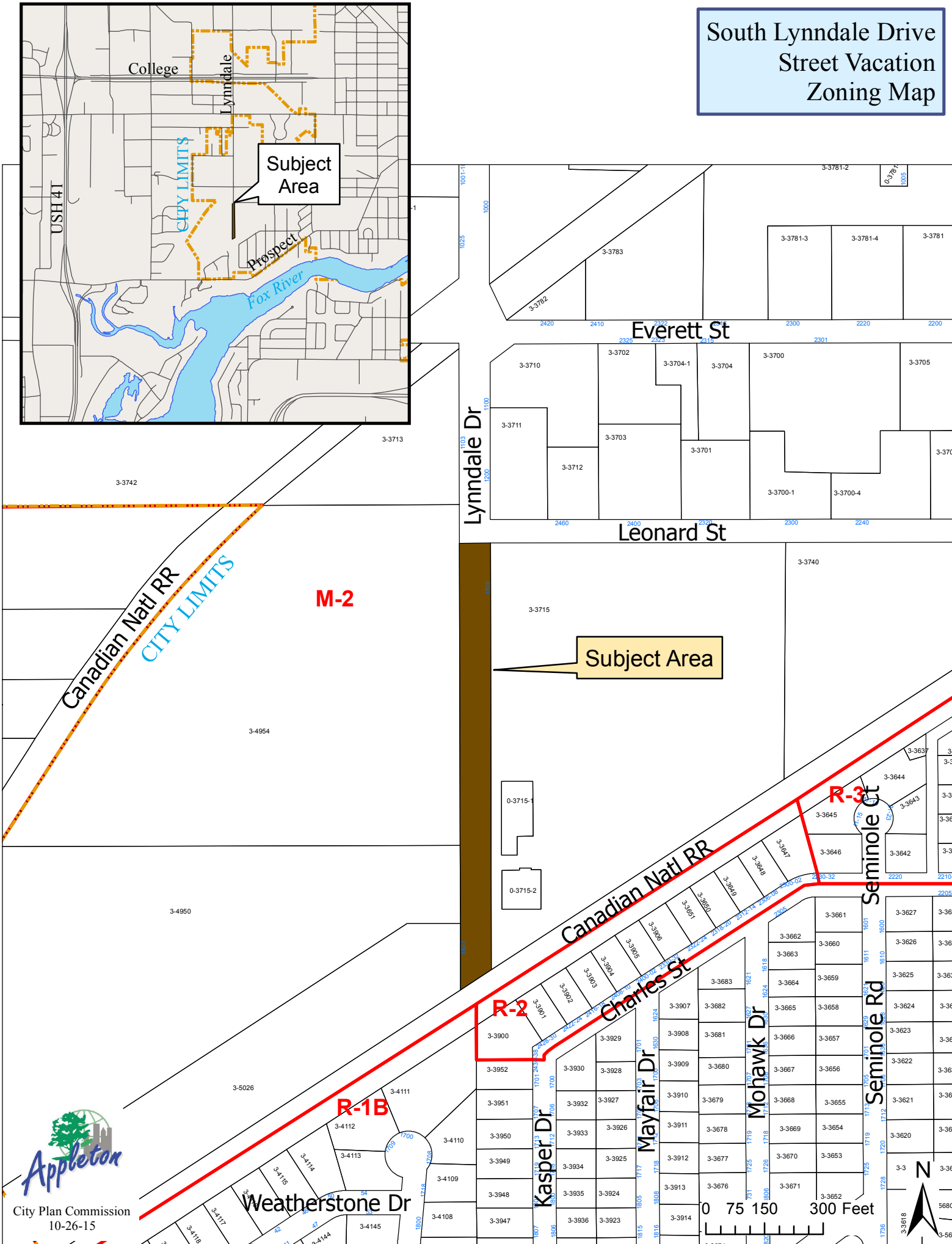
- Fire Department Comments: Buildings cannot be constructed over the proposed vacation area, as the road surface is needed for response purposes to the buildings at the south end.
An addition was made to the easement language to address this comment.

Written Public Comments: Staff has received one letter from Mills Properties Inc. (see attached). No other questions, concerns, or comments have been received from the surrounding neighborhood.

RECOMMENDATION

Staff recommends the discontinuance of a portion of South Lynndale Drive public right-of-way, as shown on the attached map and legal description, pending approval by the Municipal Services Committee, and the adoption of the Initial Resolution, **BE APPROVED**.

South Lynndale Drive
Street Vacation
Zoning Map



South Lynndale Drive
Street Vacation

Leonard St

Area to be
Vacated

Lynndale Dr

3-4954

3-3715

0-3715-1

0-3715-2

3-3900

3-3952

3-3930

3-3929

3-3907

3-3908

3-3909

3-3850

3-3931

3-3906

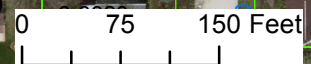
3-3905

3-3904

3-3903

3-3902

3-3901



INITIAL RESOLUTION

WHEREAS, the public interest requires that a portion of South Lynndale Drive, that has not previously been vacated, be vacated and discontinued,

BE IT RESOLVED, that the Common Council of the City of Appleton, Wisconsin, hereby determines that the public interest requires that a portion of South Lynndale Drive, City of Appleton, Outagamie County, Wisconsin, as hereinafter described, is hereby vacated and discontinued pursuant to §66.1003 of the Wisconsin Statutes.

LEGAL DESCRIPTION

All of a strip of land 80 feet in width and 1117.9 feet m/l in length along its centerline and containing 89,431 square feet of land m/l and being further described by:

All that part of Lynndale Drive South of the Westerly extension of the South line of Leonard Street and Northerly of the Northwestern line of the Wisconsin Central Railroad Ltd.(formerly known as the Chicago and Northwestern Railroad Company), being located in the Northwest Quarter (NW ¼) of the Southeast Quarter (SE ¼) and the Northeast Quarter (NE ¼) of the Southwest Quarter (SW ¼), Section 33, T.21N., R.17E., City of Appleton, Outagamie County, Wisconsin and being further described as follows:

Commencing at the Southeast corner of Lynndale Drive and Leonard Street and being the point of beginning;

Thence S.00°02'W. 1092.00 feet m/l along the East line of Lynndale Drive to the Northwestern line of the Wisconsin Central Railroad Ltd. r/w;

Thence S.57°06'W. 95.32 feet, along the Northwestern line of the Wisconsin Central Railroad Ltd. r/w to the West line of Lynndale Drive;

Thence N.00°02'E. 1143.77 feet m/l along the West line of Lynndale Drive to the Westerly extension of the South line of Leonard Street;

Thence N.90°00'E. 80.00 feet along said extension to the point of beginning.

See also attached Exhibit "A" for illustration.

EASEMENTS

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

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

It is further agreed that Grantee shall have the right to install, regrade, replace, relocate, operate, maintain, resize and repair any and all of these utilities and their associated

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

COMMON DESCRIPTION:

South Lynndale Drive – South of Leonard Street to railroad right-of-way

FURTHER RESOLVED, that the City Clerk of the City of Appleton be authorized and directed to give notice required by §66.1003 of the Wisconsin Statutes.

FURTHER RESOLVED, that according to §66.1005 of the Wisconsin Statutes, upon vacation and discontinuance of said portion of South Lynndale Drive, title to the above-described streets shall belong to the adjoining property owners and shall acquire an ownership interest in the entire area being vacated as described herein.

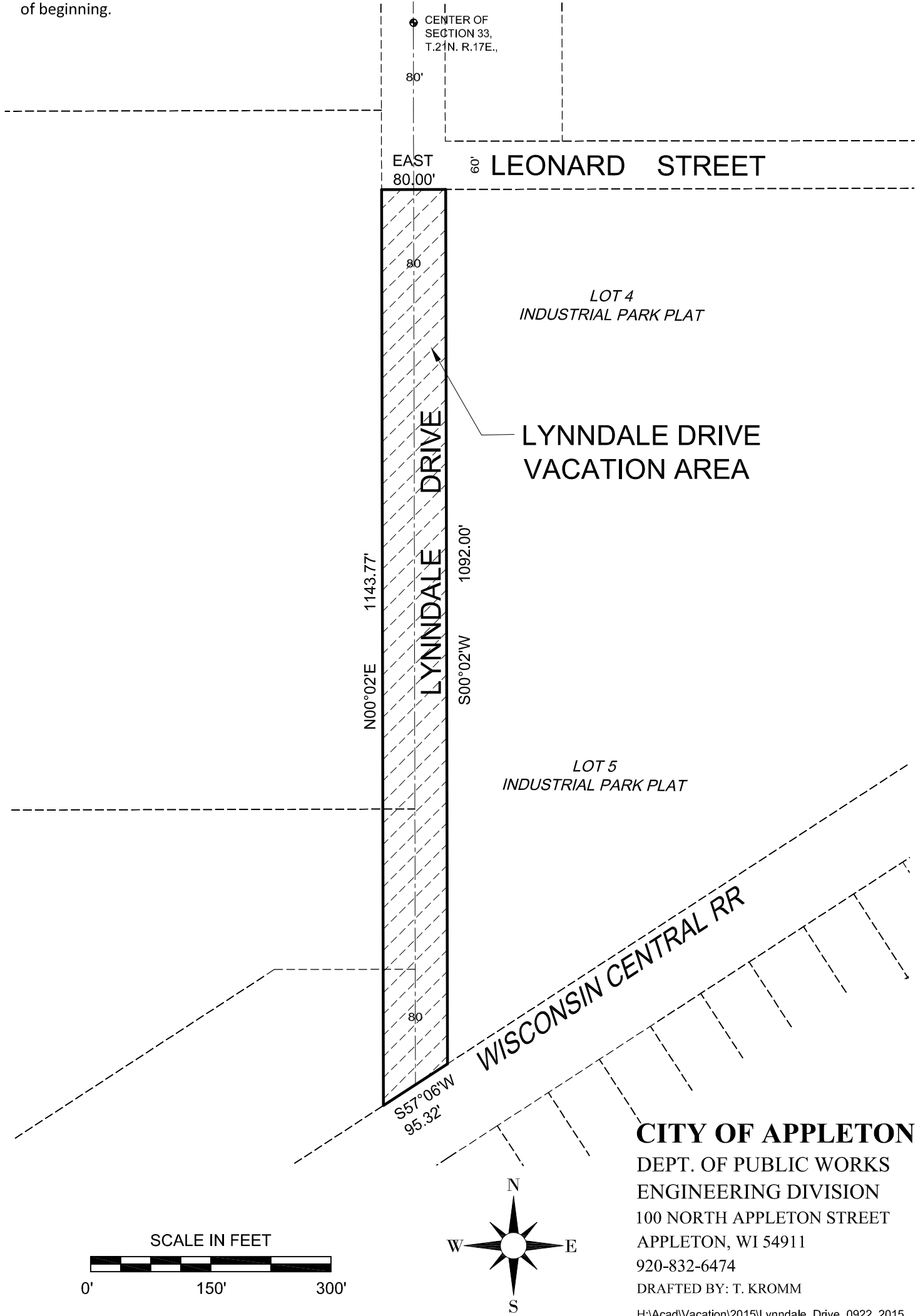
Date

J:\Attorney\WORD\VACATION\Lynndale Drive (2015)\
Lynndale Drive - Initial Resolution.doc

Christopher W. Croatt, Chair

EXHIBIT "A"

All of a strip of land 80 feet in width and 1117.9 feet m/l in length along its centerline and containing 89,431 square feet of land m/l and being further described by:
All that part of Lynndale Drive South of the Westerly extension of the South line of Leonard Street and Northerly of the Northwestern line of the Wisconsin Central Railroad Ltd.(formerly known as the Chicago and Northwestern Railroad Company), being located in the Northwest Quarter (NW ¼) of the Southeast Quarter (SE ¼) and the Northeast Quarter (NE ¼) of the Southwest Quarter (SW ¼), Section 33, T.21N., R.17E., City of Appleton, Outagamie County, Wisconsin and being further described as follows: Commencing at the Southeast corner of Lynndale Drive and Leonard Street and being the point of beginning; Thence S.00°02'W. 1092.00 feet m/l along the East line of Lynndale Drive to the Northwestern line of the Wisconsin Central Railroad Ltd. r/w; Thence S.57°06'W. 95.32 feet, along the Northwestern line of the Wisconsin Central Railroad Ltd. r/w to the West line of Lynndale Drive; Thence N.00°02'E. 1143.77 feet m/l along the West line of Lynndale Drive to the Westerly extension of the South line of Leonard Street; Thence N.90°00'E. 80.00 feet along said extension to the point of beginning.



CITY OF APPLETON
DEPT. OF PUBLIC WORKS
ENGINEERING DIVISION
100 NORTH APPLETON STREET
APPLETON, WI 54911
920-832-6474
DRAFTED BY: T. KROMM
H:\Acad\Vacation\2015\Lynndale_Drive_0922_2015



OPERATIONS & DISTRIBUTION CENTER
1300 S. LYNNDALE DRIVE
P.O. BOX 1199
APPLETON, WISCONSIN 54912-1199
920-731-8121

August 7, 2015

Ms. Paula Vandehey, Director of Public Works
100 North Appleton Street
Appleton, WI 54911

Re: Lynndale Avenue Reconstruction
Petition for Vacation of Right of Way

Dear Ms. Vandehey:

We have owned and operated the Fleet Wholesale Supply distribution center at 1300 Lynndale Avenue for several decades. Since that time, our store locations and sizes have expanded, we have enlarged the distribution center and have acquired both the Long and Foremost properties, as well as the former lagoon site. We have just recently acquired the office building at 1200 Leonard Street as well. This was all done to accommodate the growth of our operations in the Midwest. As a result, we now own all of the property on both sides of Lynndale Avenue lying south of Leonard Street and north of the railroad that borders our ownership on the south.

We are aware of the reconstruction done to Lynndale Avenue north of Leonard Street to College Avenue and are aware of your plans to reconstruct the balance of the utilities and road during 2016 and 2017 respectively. We also assume that since we own both sides of the road, much of the cost will be assessed to us as the benefitting property owner.

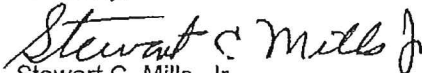
As our engineer, Bruce Buxton, discussed with you on July 28, 2015, although we do not know exactly what we want to do, we know we need to expand the operations to accommodate what is now 35 stores and soon to be 36. We have had several discussions about the expansion and would expect to be able to make a decision within a year or two. Any expansion would likely interfere with the improvements you are contemplating and require that they be relocated to accommodate our expansion. Obviously, this would result in paying twice for the same services, something no one is interested in doing.

Inasmuch as we control both sides of the road and there is no through traffic on this dead end road, we see benefit in not doing the improvement at all at this time, but rather vacating the road and turning ownership and responsibility over to us. Vacating the road would relieve you of maintenance and repair and hopefully allow you to postpone any work in the area south of Leonard Street.

We, therefore, request that you consider this letter as a petition for vacation of the right of way of Lynndale Avenue South from Leonard Street to the railroad at the southern terminus of Lynndale Avenue. We also request that the right of way be deeded to us, as the abutting owner, subject to the easements needed to operate and maintain the existing utility systems, until they are relocated to a mutually acceptable location.

We would be most happy to have our engineer meet with you and your staff to review the details of this request at your convenience. If you have any questions, please advise.

Sincerely,


Stewart C. Mills, Jr.
Co-Owner

cc: Henry C. Mills II
Jeff Meek, CFO
Hugh Leasum, Sr. Dir. Of Operations
Bruce Buxton, Engineer



REPORT TO CITY PLAN COMMISSION

Plan Commission Meeting Date: October 26, 2015

Item: Spartan Drive/Lift Station Annexation

Common Council Meeting Date: November 4, 2015

Case Manager: Don Harp

GENERAL INFORMATION

Owner/Applicant: ARBB Farm, LLC – Pat Hietpas

Parcel #: Part of 101008900

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

Population of Such Territory: 0

Annexation Area: 10.252 Acres M/L

STAFF ANALYSIS

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

The purpose of the annexation is to allow the City to construct a new lift station known as the Spartan Drive Lift Station and future planned street known as Spartan Drive. The Spartan Drive Lift Station will be located approximately 1800 feet north of Edgewood Drive and 1200 feet west of Haymeadow Avenue. The new lift station will provide sanitary sewer services on a regional level within the City's northwest growth area as depicted on the attached map, Exhibit B. Design and engineering of the new lift station will take place in 2015, followed by construction in 2016. The lift station will be accessed off of the future Spartan Drive.

Annexation of the site in question is consistent with the boundary agreement with the Town of Grand Chute.

There are no existing buildings within the portion of the annexation area. Currently, there are no other specific land uses designated for the annexation area other than the new lift station, future Spartan Drive, and growing of crops.

According to 23-65(e) of the zoning amendment section of the City of Appleton Zoning Ordinance, annexation property shall be temporarily zoned AG Agricultural. Temporary zoning classification carries no development rights because there is no ability to obtain permits until a permanent zoning classification is assigned. However, the Plan Commission can recommend a zoning classification other than temporary AG Agricultural. With this in mind, staff recommends the annexation area be assigned the following zoning classification:

- Due to the inability to obtain permits under a temporary zoning classification, staff recommends AG Agricultural District be assigned to the land at this time. This zoning district will allow the City to obtain the necessary site plan approvals and permits to construct the new lift station. Governmental facilities (lift stations) are permitted uses in the AG Agricultural District. In addition, the AG Agricultural District will allow the owner to continue agricultural practices on the land not used for the new lift station as a conforming permitted use.

Appleton Comprehensive Plan 2010-2030: The City of Appleton 2010-2030 Comprehensive Plan Map identifies the annexation area as future industrial land uses. The following goals set forth in the comprehensive plan are relevant to this annexation.

Chapter 6 Transportation:

6.1 OBJECTIVE: Plan for the safe and efficient movement of vehicles on local and regional roads.

- 6.1.1 Collaborate with state and county transportation officials and neighboring municipalities to plan and coordinate improvements to the regional transportation network.

Findings: The future construction of Spartan Drive will ensure good traffic flow and access into and out of future and existing developed areas.

Chapter 7 Utilities and Community Facilities:

7.1 OBJECTIVE: Provide a pattern of development that minimizes impacts to municipal services and utilities.

- 7.1.1 Prioritize development and redevelopment that minimizes the need for additional public and private infrastructure such as water storage facilities and sewage lift stations.

Findings: The construction of the Spartan Drive Lift Station will help open up development opportunities in the lift station service area and will expand the public infrastructure and development opportunities for the City and the private property owners in that area.

Chapter 9 Economic Development:

9.4 OBJECTIVE: Encourage new development and redevelopment activities that create vital and attractive neighborhoods and business districts.

Findings: The future development opportunities (residential, commercial, industrial etc.) should be created by the construction of a new lift station, and future Spartan Drive should increase the tax base.

Chapter 10 Land Use:

10.1 OBJECTIVE: Provide an adequate supply of suitable land meeting the demand for development of various land uses.

Findings: The construction of the Spartan Lift Station will provide an adequate supply of suitable land for a variety of residential, commercial and industrial future development opportunities in lift station service area.

Surrounding Zoning and Land Uses:

North: ADG, General Agricultural District (Town of Grand Chute) – Agricultural
South: IND, Industrial District (Town of Grand Chute) – Industrial/Commercial
East: PD/R-3, Planned Development Multifamily District (City) – Agricultural
West: ADG, General Agricultural District (Town of Grand Chute) – Agricultural

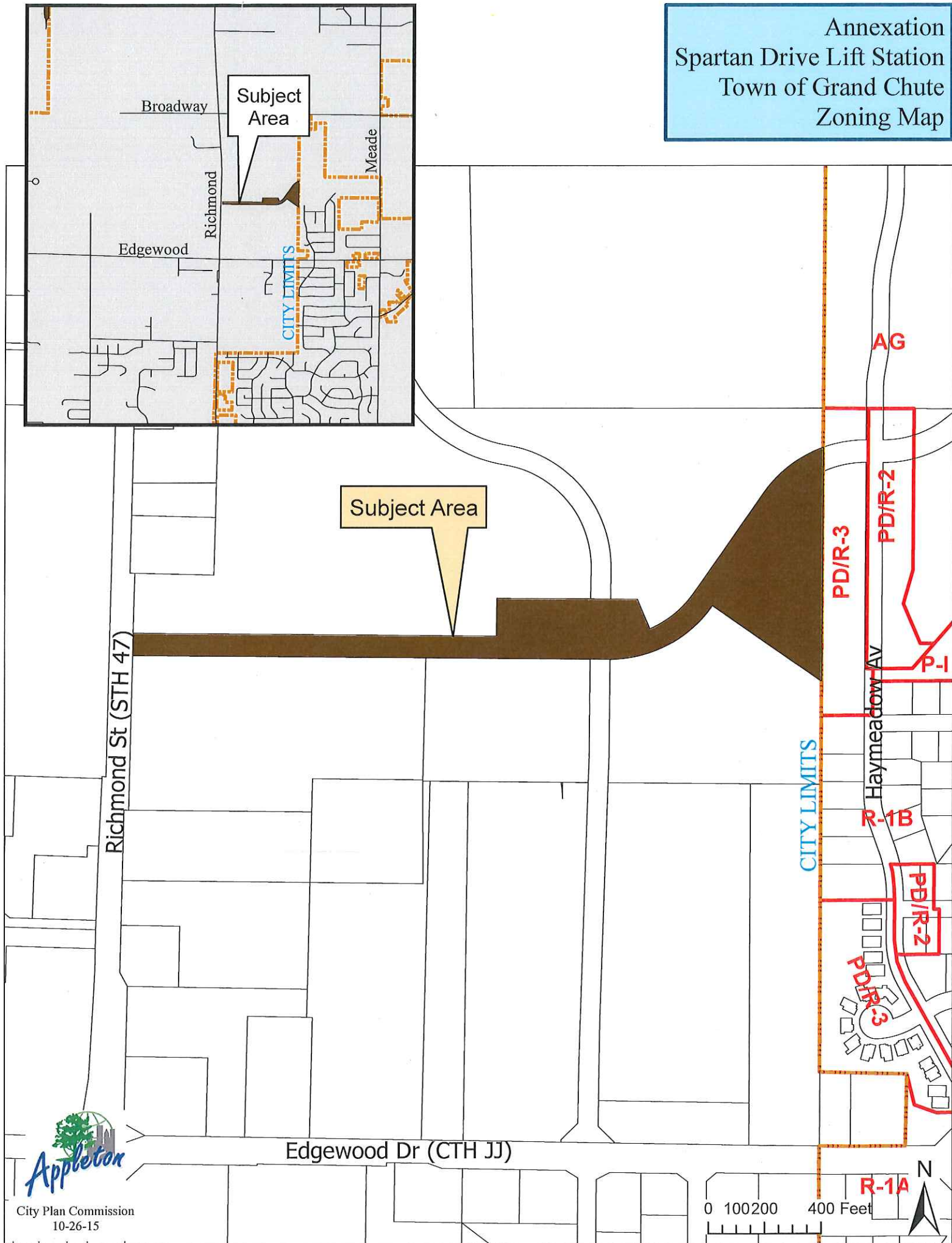
Technical Review Group Report (TRG): This item was discussed at the October 6, 2015 Technical Review Group Report meeting. No negative comments were received from participating departments.

RECOMMENDATION

Staff recommends that the Spartan Drive/Lift Station Annexation as shown on the attached map Exhibit A, **BE APPROVED** with the following stipulation:

1. The newly annexed area, pursuant to Sec. 23-65(e), be assigned and included in the annexation ordinance permanent zoning classification of AG Agricultural District.

Annexation
Spartan Drive Lift Station
Town of Grand Chute
Zoning Map





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

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

A part of Lot 1 of Certified Survey Map No. 4225, located in and being a part of the North ½ of the Southwest ¼ of Section 2, Township 21 North, Range 17 East, Town of Grand Chute, Outagamie County, Wisconsin, containing 10.252 Acres of land m/l and described as follows:

Commencing at the most North and East line of Haymeadow Avenue as dedicated by the FIRST ADDITION TO CLEARWATER CREEK PLAT;

Thence South 89°43'49" West 60.00 feet along a North line of said Plat to the West line of Haymeadow Avenue;

Thence South 00°15'15" West 44.75 feet along the West line of said Haymeadow Avenue;

Thence North 89°44'45" West 151.99 feet to the East line of the Southwest ¼ of said Section 2 and being the point of beginning;

Thence continue North 89°44'45" West 3.32 feet;

Thence North 55°08'53" West 468.88 feet;

Thence South 34°51'07" West 2.41 feet;

Thence Southwesterly 427.41 feet along the arc of a curve to the right having a radius of 440.00 feet and the chord of which bears South 62°40'48" West 410.80 feet;

Thence North 89°29'31" West 1691.44 feet to the East line of S.T.H. "47";

Thence North 01°23'58" East 80.01 feet along the East line of said S.T.H. "47";

Thence South 89°29'31" East 1288.97 feet;

Thence North 00°30'29" East 134.31 feet;

Thence South 89°33'07" East 500.00 feet;

Thence South 23°16'01" East 114.12 feet;

Thence Northeasterly 200.70 feet along the arc of a curve to the left having a radius of 360.00 feet and the chord of which bears North 50°49'24" East 198.11 feet;

Thence North 34°51'07" East 433.79 feet;

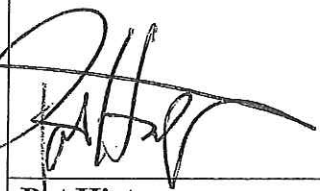
Thence Northeasterly 270.26 feet along the arc of a curve to the right having a radius of 440.00

feet and the chord of which bears North 52°26'55" East 266.03 feet to the East line of the Southwest ¼ of said Section 2; Thence South 00°15'15" West 829.83 feet to the Point of Beginning.

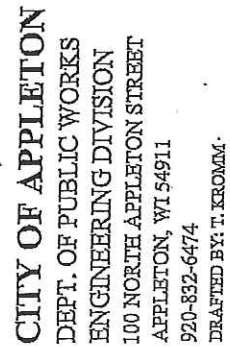
The current population of such territory is 0.

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

We further respectfully request that the subject property be zoned Ag Agricultural District.

Signature of Petitioner	Owner	Date of Signing	Address of Petitioner (Include Zip Code)
	ARBB Farm LLC	9-24-15	425 Better Way Appleton, WI 54915-6192
Pat Hietpas			

Part of Lot 1 of Certified Survey Map No. 4225, located in the North 1/2 of the Southwest 1/4, Section 2, Township 21 North, Range 17 East, Town of Grand Chute, Outagamie County, Wisconsin.

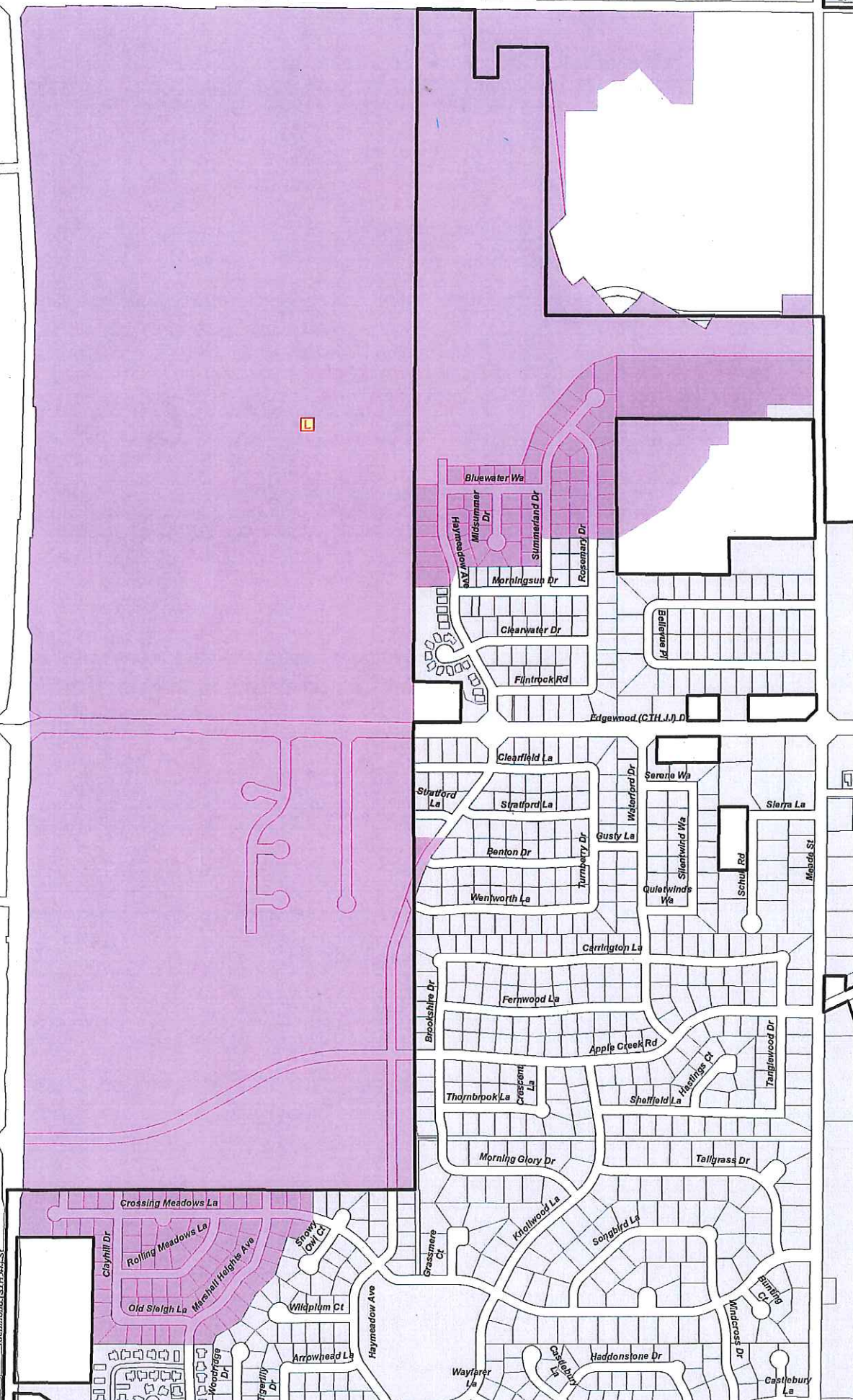


Lift Station Service Area
EXHIBIT B

Broadw
Dr



Richmond (STH 47) St



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 beverage in any park before 10:00 a.m. or after 10:00 p.m.

~~(c)~~ (i) 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)~~ (ii) 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.~~

(c) No person shall drink from or possess an open container of permitted alcoholic beverage in any park other than Reid Golf Course without having a permit issued by the Appleton Police Department unless otherwise allowable by City Code or Policy.

(i) Permits shall be issued by the Appleton Police Department 24 hours a day, seven (7) days a week, and are available up to seven (7) calendar days in advance of the date of the permit.

(ii) A person may obtain a permit for a group so long as the permit holder remains at the park with the permit the entire time there is any drinking from or possession of open containers of permitted alcoholic beverages.

(iii) Permits shall only be issued to adults, 21 years old or older, and a Terms and Conditions Agreement must be agreed to and signed by the applicant when the application is submitted.

(iv) A permit application may be denied if the applicant has a verifiable history of Code violations or criminal conduct relating to disorderly conduct, criminal damage to city property, or any other violation directly related to misuse of city parks or property. A decision to deny a permit may be appealed to the appropriate committee of jurisdiction.

(d) 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 or provided by or on behalf of Reid Golf Course.

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~~_____ (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.~~

(e) A person violating this Section and/or a permit holder who violates the Terms and Responsibility Agreement of the permit application may be subject to a forfeiture pursuant to Sec. 1-19 and future permit requests may be denied.

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

Dated: _____

Timothy M. Hanna, Mayor

~~Dawn A. Collins,~~ Jamie Sova, Deputy City Clerk



Application for Consumption of Alcohol in City of Appleton's Parks

In accepting a permit for the consumption of any alcoholic beverage in the City of Appleton Park indicated below, the undersigned applicant understands and agrees to the following terms:

1. The applicant must produce this approved application to any law enforcement officer or city employee upon request.
2. This permit is valid only for the day, time and park indicated below.
3. Only fermented alcohol and wine are permitted.
4. Alcohol may be consumed between 10:00 a.m. and 10:00 p.m. only.
5. No glass containers of any kind are allowed.
6. No sale of alcohol without the appropriate license.
7. Applicant accepts full responsibility for:
 - a. Any damage caused by anyone participating in the event/gathering.
 - b. Cleaning up the area and maintaining the area in the condition as it was in upon arrival.
 - c. Notifying the police in the event of a problem or emergency.
8. All laws and ordinances must be adhered to at all times including, but not limited to, those relating to noise, conduct, litter, alcohol use by minors, and park hours of operation.

Name (Print): _____ Telephone #: _____

Address: _____ Date of Birth: _____

Name of Park: _____ Date Permit is Valid: _____

Number of Participants (if group event): _____ Time Permit is Valid: _____

I, _____, hereby agree to abide by the conditions as listed, with the full knowledge that I or anyone in my group may be arrested for violation(s) thereof, asked to vacate the park, and/or denied future permit requests.

Applicant's Signature

Date

Office Use Only

Background Check Completed by: _____ Date: _____

Permit Approved: ☐ Yes ☐ No If No, Explain: _____

Permit Issued and Scanned into J-Drive/Park Permits by: _____

Appleton Police Department

222 South Walnut Street - Appleton, WI 54911-5899
(920) 832-5500 – www.appleton.org/police



To: Alderperson Joe Martin – Chairperson Park and Recreation
Alderperson Kyle Lobner – Chairperson Safety and Licensing
From: Chief Todd Thomas
Date: July 8, 2015
Subject: Park Security and Alcohol Issues

Chairpersons Martin and Lobner;

We have experienced a noticeable increase in disruptive, disorderly and nuisance activity in some downtown parks recently. The activity has festered to the point it is not only affecting the parks but has seeped out into the neighborhoods and the downtown business district. From my 30 years of law enforcement experience I know that the majority of this activity is caused by alcohol abuse, generally in downtown parks. Because of this it is unusual for a city the size of Appleton to allow alcohol in parks without a permit. I know from prior experiences that this is an issue that we cannot be indifferent to. It will continue to grow and it will impact people's perceptions of our city and our downtown.

The Parks and Recreation Department has now had to move programs to different parks because of participants feeling uncomfortable in some parks, people not signing up for programs, and the facilities management staff feeling unsafe at times when doing maintenance in certain parks.

I met with our Community Liaison Officers (CLO's) and District Captains to get a better understanding of the history behind this issue. I also assigned an officer to research park activity for the downtown area parks. A similar study was done in 1998-2004 and some of that information is attached to this memo. The issue of alcohol abuse in the parks has been discussed several times going back at least 15 years and it is important to understand how we got to where we are now. This is a lengthy report but I believe that understanding the background of this issue will help you understand why the Police and the Park and Recreation Departments are recommending a change in the park ordinance.

I have included a letter from the directors of our two local homeless shelters supporting a more restrictive ordinance. They believe the current park ordinance creates a "refuge" for transients and substance abusers that is causing harm to the community and undermining their ability to help these clients. This is a unique partnership, not seen elsewhere, that speaks to the seriousness of this problem. We are grateful for their willingness to work with us to address this problem.

Thank you for taking the time to review this and we look forward to working with you to make the parks a safe place that can be used by all, while also helping those who are homeless or battling substance abuse succeed.

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Historical Background

1998 - 2001 Park Rescue Project – CLO Pat Dewall and Steve Elliot

Returning Appleton's Parks to the People Program

This was a project completed by the CLO's in 1998 to address this problem. The program received a national award for problem solving policing. The following park problems were identified by analyzing data and receiving input from officers and community members that were being affected;

- Transient alcoholics were responsible for majority of criminal/nuisance behavior in the parks.
- Citizens and city employees using the parks frequently complained about being harassed.
- Public use of the parks decreased due to the perception of the parks being unsafe.
- Officers spent a disproportionate amount of time handling disturbance calls in the affected parks when compared to parks in other areas of the city.
- Schools, daycare centers, and the YMCA stopped using certain parks.
- An increase in homeless shelters created an influx of transients to the community.
- The majority of alcohol related complaints came from the parks in the downtown area.
- The shelters, food pantries, and drop in centers were located in the downtown area.
- There were no regulations on alcohol use in parks.
- Parks became frequent gathering spot for drinkers who started drinking early in the morning.
- The park regulars were regularly drunk by noon.
- Their presence and intoxicated state gave them a sense of ownership of the parks.
- Interviews of residents and people who used the parks revealed the majority of harassment and criminal behavior was not reported and the citizens felt the park was unsafe so they quit using the parks.

The following goals were pursued:

1. Eliminate criminal activity from the parks
2. Restore sense of safety to those legally using the parks
3. Reduce calls for service
4. Facilitate intervention for alcoholics

City Response: Community members and the police worked together to change the ordinance to restrict alcohol before noon (Ord 13.74). A process was also put in place to evict those involved in illegal activity in the parks. Community shelters started using street workers to intervene and connect with those needing services assist them and monitor their behavior.

Results:

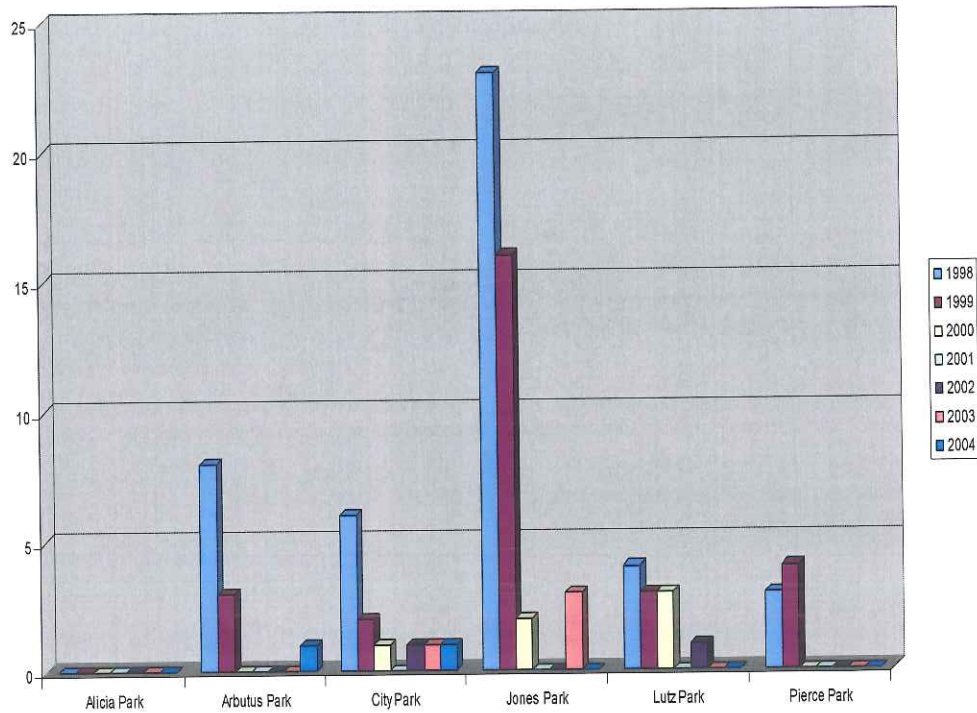
Over three year period, in six targeted parks (Alicia/Arbutus/City/Jones/Lutz/Pierce) there was an 89% decrease in alcohol related incidents. Calls for service over those three years also decreased by 38%.

Appleton Police Department

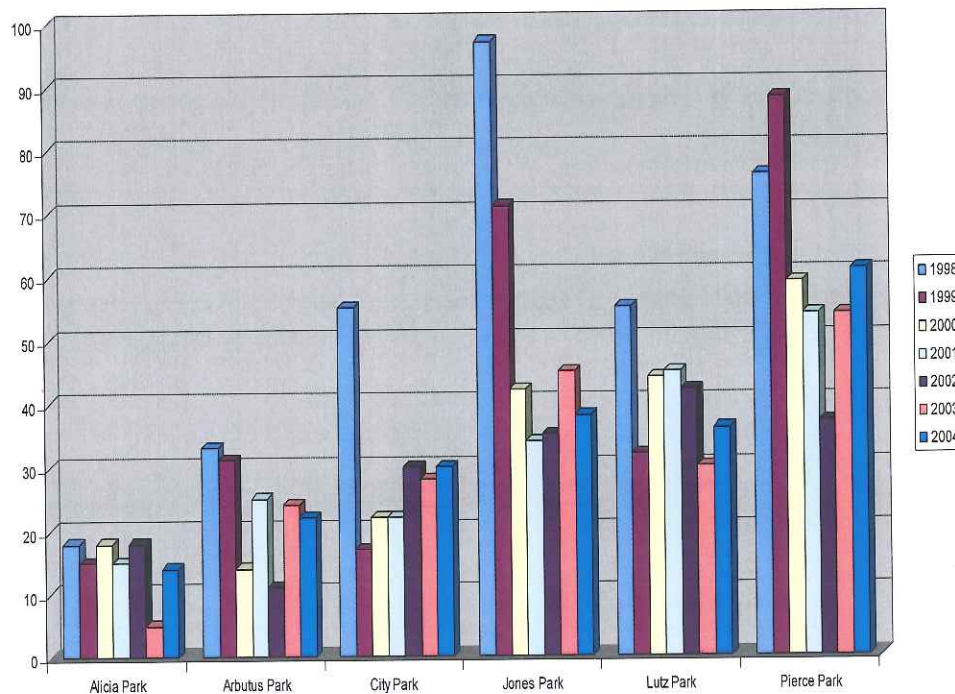
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Alcohol Related Calls for Service



Annual Calls for Police Services



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2008 – Jones Park and Arbutus Park complaints

In May of 2008 the issue of alcohol in the parks was again brought before the Park and Recreation Committee as an informational item. A request was made by the Police Department to modify the park ordinance to limit the possession and consumption of alcohol in *Jones Park* and *Arbutus Park* because of complaints similar to those from 1998. The same issues were re-emerging;

- There was a noticeable increase in disturbances, drug dealing, panhandling and harassment, public urination and defecation, littering and criminal damage to city property.
- It was very difficult to proactively address issues because the offenders could see officers approach.
- A CLO told the committee he was in Arbutus Park almost daily for the above issues.
- The parks became a safe haven for all kinds of criminal activity.
- City resources were being wasted trying to monitor and regulate behavior. These were resources not being used to deal with other community and neighborhood issues.
- Community Service Officers (CSO's) were intimidated going into parks and calls for service were much higher in the downtown parks

In July of 2008 the Park and Recreation Committee discussed the issues and asked for more data to be compiled before moving ahead. The committee eventually decided it was too late in the summer to address the issue and wanted to wait until 2009.

2013 – Animals/Alcohol in the Park changes

The Park and Recreation Committee was addressing park rules related to animals in the parks. The Health and Police Departments were involved in the discussion only related to animals in the parks. At a committee meeting a motion was made to move the time alcohol was allowed in the parks back to 9:00am. The Park and Recreation Department was against it and explained that legitimate park users already had the opportunity to get an extension to the hours by getting a permit signed by the Director or their designee. The Police Department was not involved in the discussion of changing the hour's alcohol was allowed in the parks.

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December 11, 2013

- The Park and Recreation Committee addressed the park rules as an informational item on December 11, 2013, and as an action item on January 8, 2014. A motion was made to change the time alcohol was allowed from 9:00pm to 10:00pm.
- Another motion was made to move the starting time you could have alcohol in the parks back 10:00am. There was discussion about shelters being rented for bridal showers and similar events that usually started earlier in the day and were done by 2:00pm. The committee felt the renters should be able to enjoy a drink.
- Almost all the discussion was about the issue of allowing dogs in the parks and how it would affect the safety of the parks and impact the public's use of the parks in a negative way.

2015 Park Safety Issues

Our mission as a city is to meet the community's needs and enhance the quality of life in our neighborhoods. The Police Departments mission is to provide excellent police service to the community and all we serve. To adhere to our mission we are bringing this information forward for council to review and potentially update our ordinance.

We have seen a noticeable increase in activity in some of the downtown parks in the past year. The issues are the same issues that have been addressed over the years. Modifications to hours temporarily mitigated the issues but did not solve them;

- Transient alcoholic's criminal and nuisance behavior in the parks is growing.
- Citizens and city employees using the parks are being harassed.
- Officers are spending a disproportionate amount of time handling disturbance calls in the affected parks as compared to parks in other areas of the city (see chart).
- The majority of alcohol related complaints came from the parks in the downtown area.
- Some parks have become frequent gathering spots for drinkers who start drinking early in the morning. The park regulars are frequently drunk by noon.
- Their presence and intoxication have given them a sense of ownership of the parks.

On May 12, 2015, Captain Freeman requested more patrols in Jones Park and Arbutus Park because of complaints about the above behavior from the community and Officers working in the area. Officers were told to patrol the parks and aggressively enforce park rules related to alcohol.

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Clearly the majority of the unwanted behavior was related to alcohol use. The ability to start drinking in the parks at 10:00am frequently means that by noon there are several drunken people sleeping, causing disturbances, and harassing citizens in the park.

We have received complaints of intoxicated people having sex during the day in the middle of the park, open air drug dealing, heroin arrests, people defecating in the park and leaving the used toilet paper lying around, vomit by the pavilion from intoxicated people, aggressive panhandling and harassment, and similar types of behavior.

These behaviors have spread into our downtown area and we are getting more complaints from downtown businesses about the drunken activity of some of these people including panhandling in their businesses, thefts, using their bathrooms to "shower" in, stealing their toilet paper and other supplies, and presenting a poor image for our downtown business and community.

I met with Scott Peeples and Jerome Martin from the two main homeless shelters and talked about the city's concerns. They submitted the attached letter that explains their concerns about the current ordinance. They believe the current ordinance is effectively undermining the street workers and their shelters ability to deal with their clients issues. A "refuge" has been created for them that inhibits any intervention and makes the problem worse. We agree with their assessment.

We felt it appropriate to review the ordinances of the surrounding communities because of the patchwork of boundaries in the Fox Cities and what we feel is a need to be consistent with others.

Comparable Ordinances

Ordinances in the Fox River Valley:

Appleton	Allowed in all parks - No permit needed
Town Menasha	Allowed in all parks – No permit needed
Kimberly	Allowed with a permit only
Menasha	Allowed with a permit only
Little Chute	Allowed with a permit only
Grand Chute	Allowed with a permit only
Neenah	Not allowed at all

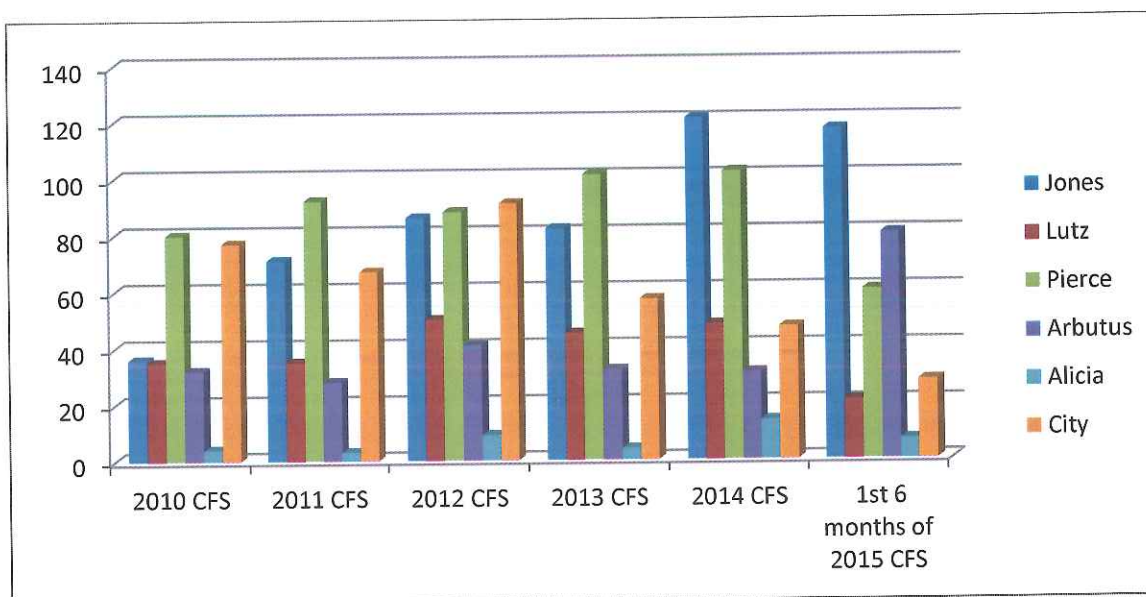
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I've attached several graphs as informational items. This is the total calls for police service for the six parks in the downtown area. The numbers for 2015 are for only the first six months of the year. The trend lines for Jones, Arbutus, and Pierce Parks are disturbing. Many of these calls were created by proactive activities of our officers to walk the parks and address the complaints.

2010 – 2015 Total Calls for Service



Park	2010 CFS	2011 CFS	2012 CFS	2013 CFS	2014 CFS	Jan – June ONLY 2015 CFS
Jones	36	71	86	82	121	117
Lutz	35	35	50	45	48	21
Pierce	80	92	88	101	102	60
Arbutus	32	28	41	32	31	80
Alicia	4	3	9	4	14	7
City	77	67	91	57	47	28

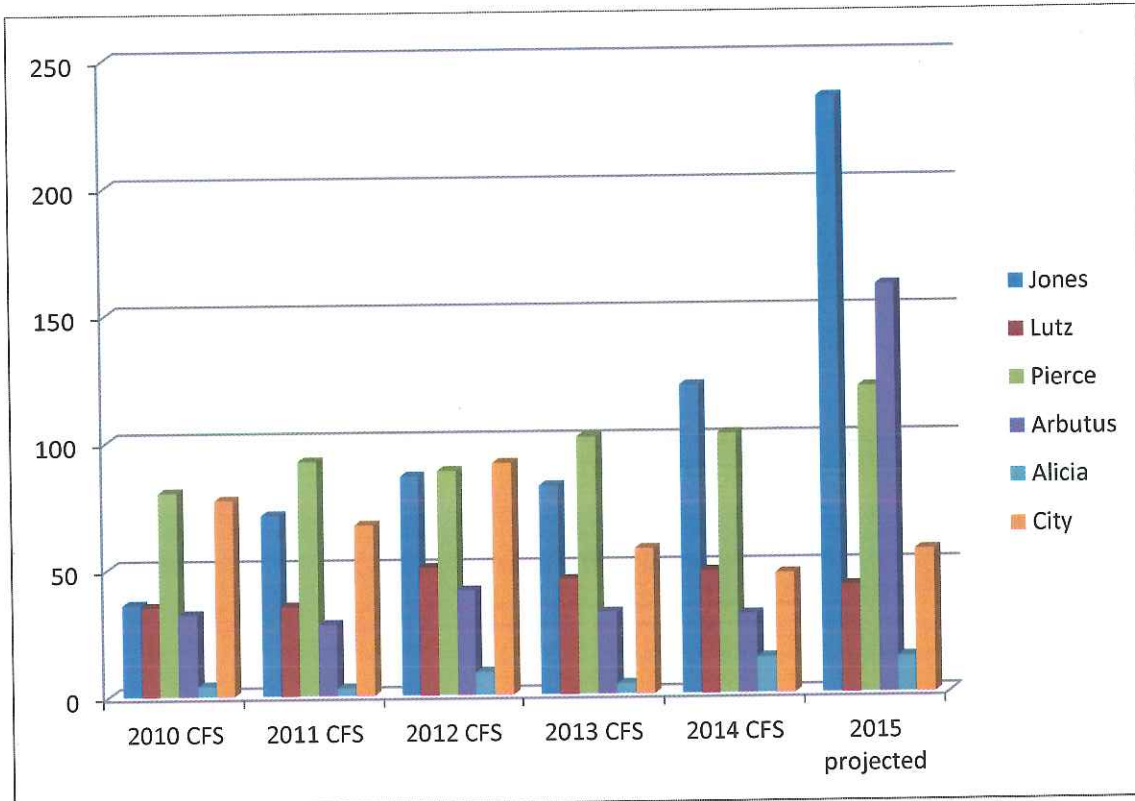
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The below graphs are if the trend lines continue for the rest of the year for all the parks.

2015 Projections if trend line continues



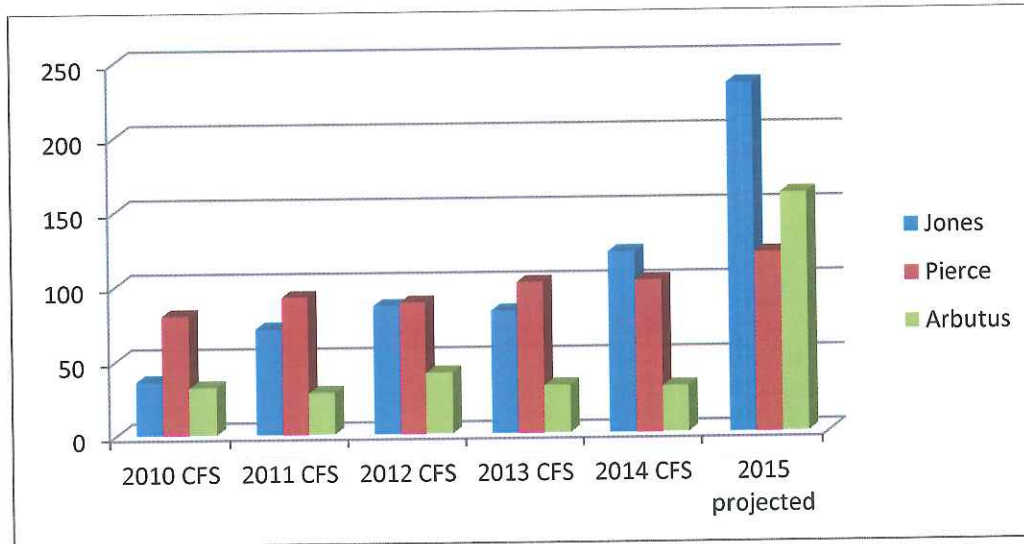
Park	2010 CFS	2011 CFS	2012 CFS	2013 CFS	2014 CFS	2015 projected
Jones	36	71	86	82	121	234
Lutz	35	35	50	45	48	42
Pierce	80	92	88	101	102	120
Arbutus	32	28	41	32	31	160
Alicia	4	3	9	4	14	14
City	77	67	91	57	47	56

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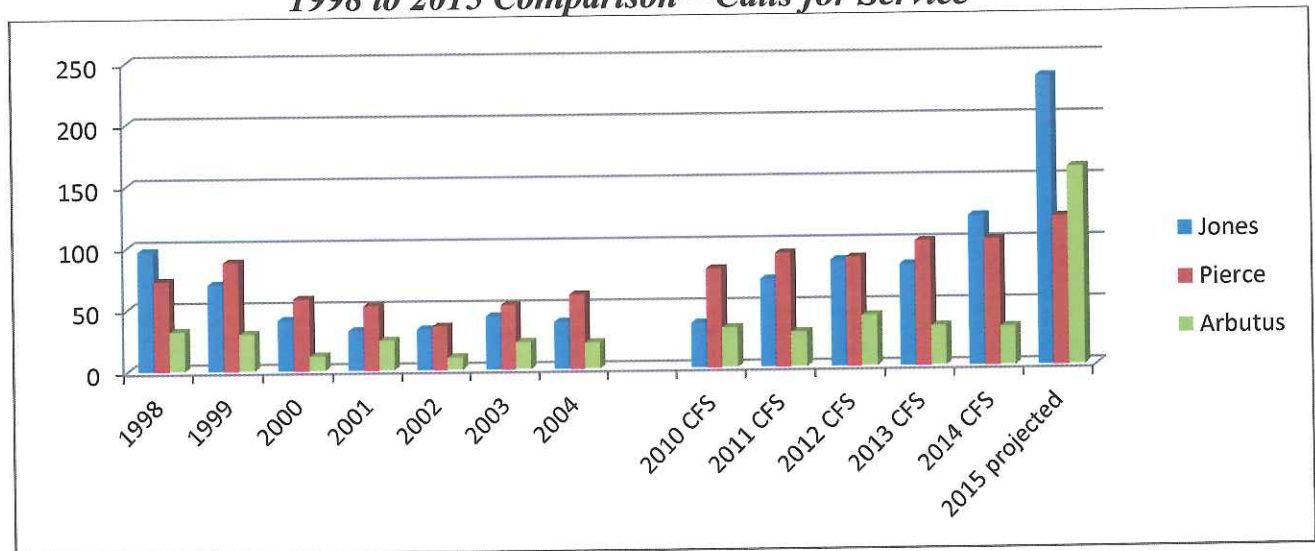


Three Parks with the highest number of Calls for Service 2010 to 2015



The below is a comparison of calls for service from the first Park Rescue Project from 1998.

1998 to 2015 Comparison – Calls for Service



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We used information entered into the dispatched calls to determine if the calls were related to alcohol use. This meant reading the notes of the calls and the reports, when written, to determine if alcohol was involved in the disturbance or incident as a contributing factor. Clearly the incidents of alcohol related calls have increased in Jones Park for several years and in Arbutus Park the last couple years.

Alcohol Related Calls – Six Parks

Park	2010 CFS	2010 Alcohol	2011 CFS	2011 Alcohol	2012 CFS	2012 Alcohol	2013 CFS	2013 Alcohol	2014 CFS	2014 Alcohol	2015 CFS	2015 Alcohol
Jones	36	7	71	9	86	9	82	14	121	25	234	52
Lutz	35	0	35	1	50	0	45	0	48	0	42	0
Pierce	80	1	92	0	88	3	101	2	102	1	120	2
Arbutus	32	4	28	1	41	3	32	3	31	4	160	26
Alicia	4	0	3	0	9	0	4	0	14	0	14	0
City	77	0	67	1	91	3	57	3	47	1	56	0

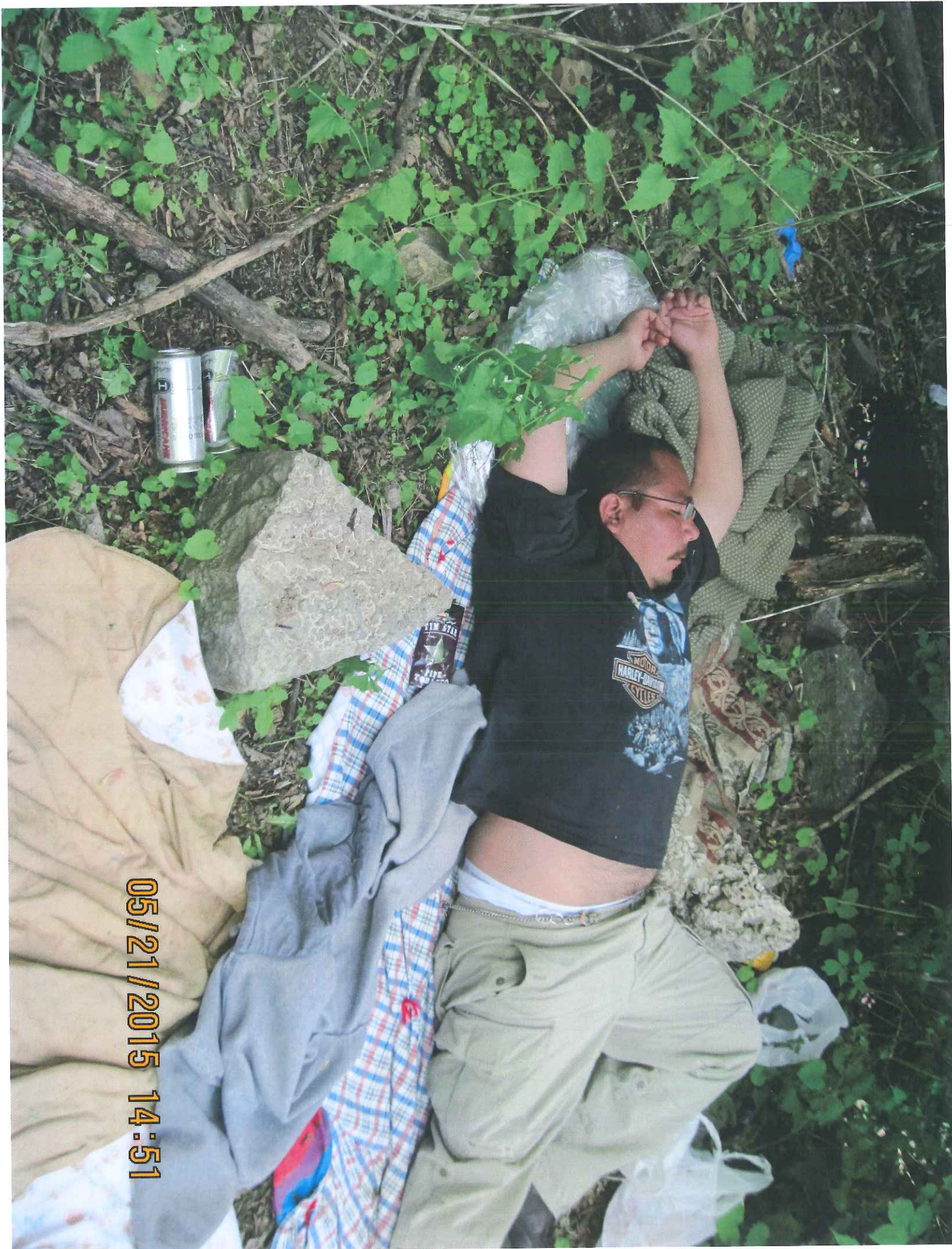
Three Parks with highest Alcohol related Calls – 2010 - 2015

Park	2010 CFS	2010 Alcohol	2011 CFS	2011 Alcohol	2012 CFS	2012 Alcohol	2013 CFS	2013 Alcohol	2014 CFS	2014 Alcohol	2015 CFS	2015 Alcohol
Jones	36	7	71	9	86	9	82	14	121	25	234	52
Pierce	80	1	92	0	88	3	101	2	102	1	120	2
Arbutus	32	4	28	1	41	3	32	3	31	4	160	26

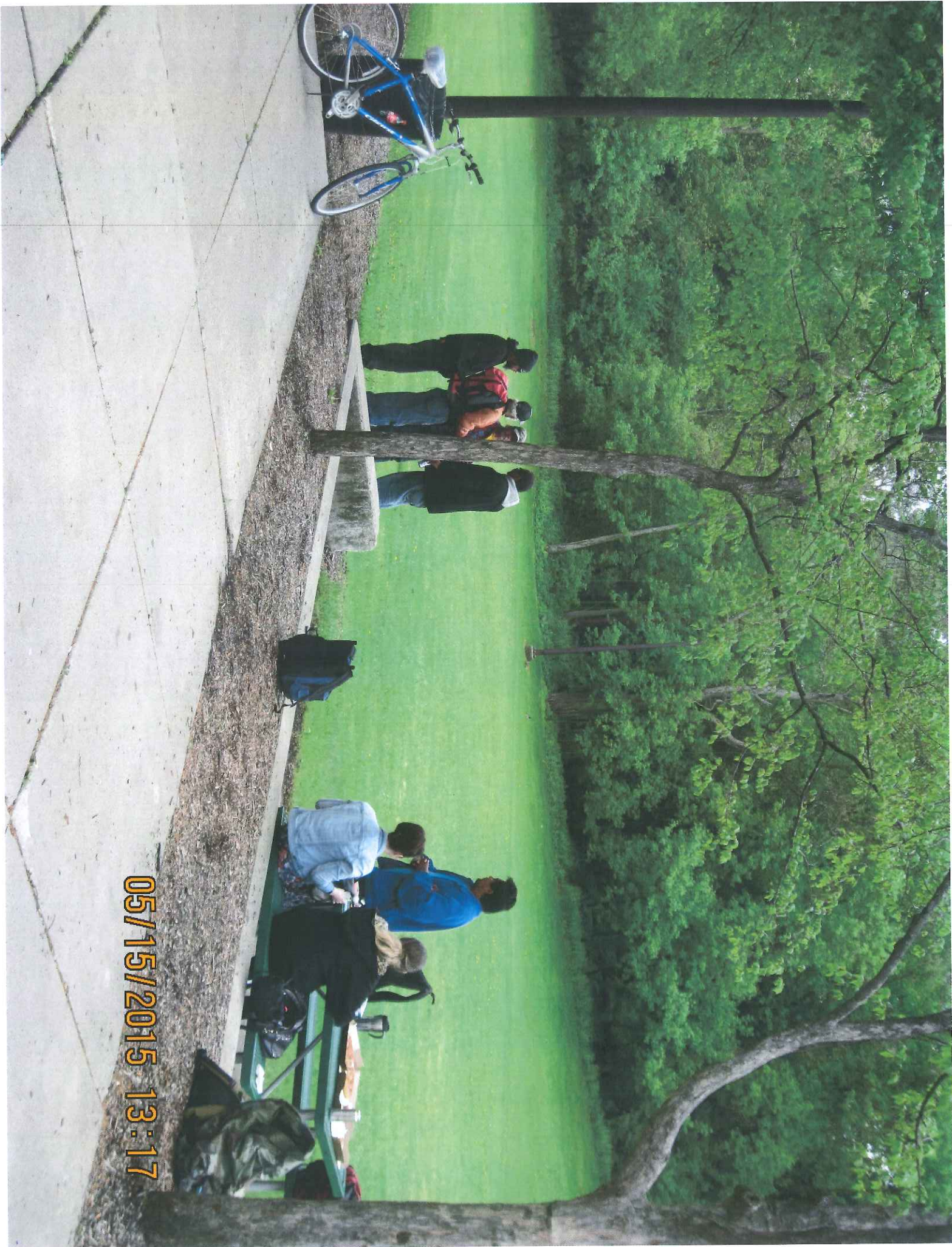
There are several community members, city employees, and business members who have spoken in support of action to deal with the issue of alcohol in our parks, specifically the downtown parks. There are photos attached to this of some of the things we frequently see in Jones Park. This is very similar to what was seen in 1998.

Thank you for your time reviewing this and we will provide you any other information you need to help you determine what the best course of action is.

Chief Todd Thomas



05/21/2015 14:51



05/15/2015 13:17

05/21/2015 15:04



05/15/2015 13:17



05/15/2015 13:15





05/15/2015 13:14

05/28/2015

Chief Todd Thomas
Appleton Police Department
222. S. Walnut Street
Appleton, WI 54911

Dear Chief Thomas,

Recently it has come to our attention that several people experiencing chronic homelessness have been loitering in small groups in parks throughout the city. We've been told that they have been consuming alcohol, becoming intoxicated and engaging in disorderly behavior. As soon as we received this information we stepped up our street outreach efforts to identify who these individuals are and connect them to services.

While engaging these individuals, one of the things we learned from speaking to them is that they prefer to congregate in parks because parks are the only public spaces they can gather and legally consume alcohol. This presents two significant challenges for our street outreach work. One of the challenges is that the parks provide a "refuge" area for people to freely consume alcohol. Having such an area tends to promote their drinking instead of deterring this group from drinking. Unfortunately, the more they drink, the less likely they are to commit to services.

Secondly, because the parks are the only public locations that offer these small groups of people the ability to consume alcohol without fear of repercussions, they tend to concentrate in groups making it hard for outreach workers to work individually with each person. Not only is it more difficult to have in-depth individualized conversations with each person, but it becomes harder for a person to ask for help or services in a group setting because it may be interpreted as a sign of weakness.

We feel that it is important to create an ordinance prohibiting the possession and consumption of alcohol in city parks without a permit. Such an ordinance will serve to deter and hopefully reduce the amount of alcohol being consumed by the people experiencing chronic homelessness and struggling with addiction issues. An ordinance will also eliminate use of the parks as a "refuge" and may result in the groups dispersing and helping to make our street outreach efforts more effective.

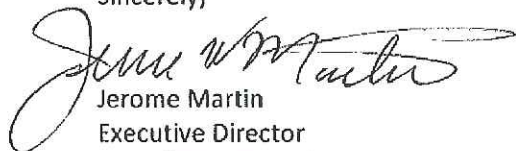
While we do not want to criminalize homelessness, we know that excessive use of alcohol and addiction challenges can directly pose barriers to housing stability or create additional issues that can potentially create barriers to stability. Therefore, any intervention strategy that will help deter and limit a person's opportunity to excessively consume alcohol helps to reduce the potential for individual harm.

As members of the community and park users ourselves, we feel that it is important that we work together with other community entities to ensure that parks are safe, family oriented venues that can be shared by everyone in the community.

Please do not hesitate to contact us if you have questions or would like to discuss this further. Our contact information is listed below.

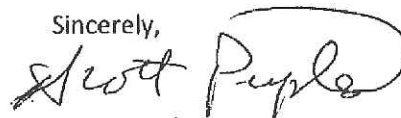
Thank you for your time and attention to this matter.

Sincerely,



Jerome Martin
Executive Director
Homeless Connections
920.734.9192
jerome@homelessconnections.net

Sincerely,



Scott Peebles
Executive Director
Fox Valley Warming Shelter
920.832.1479
peeplesscottj@gmail.com



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

MEMORANDUM

TO: Community and Economic Development Committee
FROM: Matt Rehbein, Economic Development Specialist
DATE: October 23, 2015
RE: Offer to Purchase – Lot 8, Northeast Industrial Park Plat 4 – Romenesko Developments, Inc. and/or assigns

The City of Appleton has received an Offer to Purchase from Romenesko Developments, Inc., or assigns for Lot 8, Northeast Industrial Park Plat Number 4, comprised of approximately 2.17 acres for a price of \$75,950 (\$35,000.00 per acre). Romenesko Developments acquired adjacent Lots 9 and 10 in May of 2015 and subsequently had a wetland delineation completed which indicated significant building restrictions on those lots. The proposed closing date, per the contract is by December 18, 2015. Romenesko Developments has approximately 350,000 square feet of space under control, approximately 70% of which is located in the City of Appleton.

Romenesko Developments has a lease signed with an existing tenant for approximately 12,000 square feet and needs this site to provide the necessary space in light of the wetlands located on Lots 9 and 10. The City's current ask price for lots in the industrial park are \$40,000 per acre (Pricing memo from Nov. 24, 2014 is attached). The reason Romenesko Developments is offering a lower price is due to the additional cost of on-site stormwater management.

Staff Recommendation:

The Offer-To-Purchase by Romenesko Developments, Inc., or assigns to purchase Lot 8, Northeast Industrial Park Plat 4, for a price of \$75,950.00 (\$35,000.00 per acre), comprised of approximately 2.17 acres **BE APPROVED.**

Available Sites Northeast Business Park Appleton, Wisconsin

Legend

- Available Sites
- Privately Owned
- Subject Parcel



1 LICENSEE DRAFTING THIS OFFER ON October 20, 2015 [DATE] IS (AGENT OF BUYER)
2 ~~(AGENT OF SELLER) LISTING BROKER (AGENT OF BUYER AND SELLER)~~ STRIKE THOSE NOT APPLICABLE

constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.

59 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this
60 Offer at lines 458-464 or 526-534 or in an addendum attached per line 525. At time of Buyer's occupancy, Property shall be
61 free of all debris and personal property except for personal property belonging to current tenants, or that sold to Buyer or left
62 with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

63 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has no
64 notice or knowledge of Conditions Affecting the Property or Transaction (see lines 163-187 and 246-278) other than those
65 identified in the Seller's disclosure report dated _____, which was received by Buyer prior to
66 Buyer signing this Offer and which is made a part of this Offer by reference **COMPLETE DATE OR STRIKE AS APPLICABLE**
67 and _____

68 _____
69 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE REPORT**

70 **CLOSING** This transaction is to be closed no later than December 18, 2015
71 _____ at the place selected by Seller, unless otherwise agreed by the Parties in writing.

72 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values:
73 real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners association
74 assessments, fuel and _____

75 **CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.**

76 Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.

77 Real estate taxes shall be prorated at closing based on **[CHECK BOX FOR APPLICABLE PRORATION FORMULA]:**

78 ☐ The net general real estate taxes for the preceding year, or the current year if available (Net general real estate
79 taxes are defined as general property taxes after state tax credits and lottery credits are deducted) (NOTE: THIS CHOICE
80 APPLIES IF NO BOX IS CHECKED)

81 ☐ Current assessment times current mill rate (current means as of the date of closing)

82 ☐ Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior
83 year, or current year if known, multiplied by current mill rate (current means as of the date of closing)

84 ☐ _____
85 **CAUTION: Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be**
86 **substantially different than the amount used for proration especially in transactions involving new construction,**
87 **extensive rehabilitation, remodeling or area-wide re-assessment. Buyer is encouraged to contact the local assessor**
88 **regarding possible tax changes.**

89 ☐ Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on
90 the actual tax bill for the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5
91 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall
92 re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation
93 and is the responsibility of the Parties to complete, not the responsibility of the real estate brokers in this transaction.

94 **LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights
95 under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the
96 (written) (oral) **STRIKE ONE** lease(s), if any, are _____

97 _____ Insert additional terms, if any, at lines 458-464 or 526-534 or attach as an addendum per line 525.

98 ☐ **GOVERNMENT PROGRAMS:** Seller shall deliver to Buyer, within _____ days of acceptance of this Offer, a list of all
99 federal, state, county, and local conservation, farmland, environmental, or other land use programs, agreements, restrictions,
100 or conservation easements, which apply to any part of the Property (e.g., farmland preservation agreements, farmland
101 preservation or exclusive agricultural zoning, use value assessments, Forest Crop, Managed Forest, Conservation Reserve
102 Program, wetland mitigation, shoreland zoning mitigation plan or comparable programs), along with disclosure of any
103 penalties, fees, withdrawal charges, or payback obligations pending, or currently deferred, if any. This contingency will be
104 deemed satisfied unless Buyer delivers to Seller, within seven (7) days of Buyer's Actual Receipt of said list and disclosure, or
105 the deadline for delivery, whichever is earlier, a notice terminating this Offer based upon the use restrictions, program
106 requirements, and/or amount of any penalty, fee, charge, or payback obligation.

107 **CAUTION: If Buyer does not terminate this Offer, Buyer is hereby agreeing that Buyer will continue in such programs,**
108 **as may apply, and Buyer agrees to reimburse Seller should Buyer fail to continue any such program such that Seller**
109 **incurs any costs, penalties, damages, or fees that are imposed because the program is not continued after sale. The**
110 **Parties agree this provision survives closing.**

111 ☐ **MANAGED FOREST LAND:** All, or part, of the Property is managed forest land under the Managed Forest Law (MFL).
112 This designation will continue after closing. Buyer is advised as follows: The MFL is a landowner incentive program that
113 encourages sustainable forestry on private woodlands by reducing and deferring property taxes. Orders designating lands as
114 managed forest lands remain in effect for 25 or 50 years. When ownership of land enrolled in the MFL program changes, the
115 new owner must sign and file a report of the change of ownership on a form provided by the Department of Natural Resources
116 and pay a fee. By filing this form, the new owner agrees to the associated MFL management plan and the MFL program rules.
117 The DNR Division of Forestry monitors forest management plan compliance. Changes you make to property that is subject to
118 an order designating it as managed forest land, or to its use, may jeopardize your benefits under the program or may cause
119 the property to be withdrawn from the program and may result in the assessment of penalties. For more information call the
120 local DNR forester or visit <http://www.dnr.state.wi.us>.

FENCES: Wis. Stat. § 90.03 requires the owners of adjoining properties to keep and maintain legal fences in equal shares where one or both of the properties is used and occupied for farming or grazing purposes.

CAUTION: Consider an agreement addressing responsibility for fences if Property or adjoining land is used and occupied for farming or grazing purposes.

USE VALUE ASSESSMENTS: The use value assessment system values agricultural land based on the income that would be generated from its rental for agricultural use rather than its fair market value. When a person converts agricultural land to a non-agricultural use (e.g., residential or commercial development), that person may owe a conversion charge. To obtain more information about the use value law or conversion charge, contact the Wisconsin Department of Revenue's Equalization Section or visit <http://www.revenue.wi.gov/>.

FARMLAND PRESERVATION: Rezoning a property zoned farmland preservation to another use or the early termination of a farmland preservation agreement or removal of land from such an agreement can trigger payment of a conversion fee equal to 3 times the class 1 "use value" of the land. Contact the Wisconsin Department of Agriculture, Trade and Consumer Protection Division of Agricultural Resource Management or visit <http://www.datcp.state.wi.us/> for more information.

CONSERVATION RESERVE PROGRAM (CRP): The CRP encourages farmers, through contracts with the U.S. Department of Agriculture, to stop growing crops on highly erodible or environmentally sensitive land and instead to plant a protective cover of grass or trees. CRP contracts run for 10 to 15 years, and owners receive an annual rent plus one-half of the cost of establishing permanent ground cover. Removing lands from the CRP in breach of a contract can be quite costly. For more information call the state Farm Service Agency office or visit <http://www.fsa.usda.gov/>.

SHORELAND ZONING ORDINANCES: All counties must adopt shoreland zoning ordinances that meet or are more restrictive than Wis. Admin. Code Chapter NR 115. County shoreland zoning ordinances apply to all unincorporated land within 1,000 feet of a navigable lake, pond or flowage or within 300 feet of a navigable river or stream and establish minimum standards for building setbacks and height limits, cutting trees and shrubs, lot sizes, water runoff, impervious surface standards (that may be exceeded only if a mitigation plan is adopted) and repairs to nonconforming structures. Buyers must conform to any existing mitigation plans. For more information call the county zoning office or visit <http://www.dnr.state.wi.us/>. Buyer is advised to check with the applicable city, town or village for additional shoreland zoning restrictions, if any.

BUYER'S PRE-CLOSING WALK-THROUGH: Within 3 days prior to closing, at a reasonable time pre-approved by Seller or Seller's agent, Buyer shall have the right to walk through the Property to determine that there has been no significant change in the condition of the Property, except for ordinary wear and tear and changes approved by Buyer, and that any defects Seller has agreed to cure have been repaired in the manner agreed to by the Parties.

PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING: Seller shall maintain the Property until the earlier of closing or occupancy of Buyer in materially the same condition as of the date of acceptance of this Offer, except for ordinary wear and tear. If, prior to closing, the Property is damaged in an amount of not more than five percent (5%) of the selling price, Seller shall be obligated to repair the Property and restore it to the same condition that it was on the day of this Offer. No later than closing, Seller shall provide Buyer with lien waivers for all lienable repairs and restoration. If the damage shall exceed such sum, Seller shall promptly notify Buyer in writing of the damage and this Offer may be canceled at option of Buyer. Should Buyer elect to carry out this Offer despite such damage, Buyer shall be entitled to the insurance proceeds, if any, relating to the damage to the Property, plus a credit towards the purchase price equal to the amount of Seller's deductible on such policy, if any. However, if this sale is financed by a land contract or a mortgage to Seller, any insurance proceeds shall be held in trust for the sole purpose of restoring the Property.

DEFINITIONS

■ **ACTUAL RECEIPT:** "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document or written notice physically in the Party's possession, regardless of the method of delivery.

■ **CONDITIONS AFFECTING THE PROPERTY OR TRANSACTION:** "Conditions Affecting the Property or Transaction" are defined to include:

- a. Proposed, planned or commenced public improvements or public construction projects which may result in special assessments or otherwise materially affect the Property or the present use of the Property.
- b. Government agency or court order requiring repair, alteration or correction of any existing condition.
- c. Land division or subdivision for which required state or local approvals were not obtained.
- d. A portion of the Property in a floodplain, wetland or shoreland zoning area under local, state or federal regulations.
- e. A portion of the Property being subject to, or in violation of, a farmland preservation agreement or in a certified farmland preservation zoning district (see lines 130-133), or enrolled in, or in violation of, a Forest Crop, Managed Forest (see lines 111-120), Conservation Reserve (see lines 134-138), or comparable program.
- f. Boundary or lot disputes, encroachments or encumbrances, a joint driveway or violation of fence laws (Wis. Stat. ch. 90) (where one or both of the properties is used and occupied for farming or grazing).
- g. Material violations of environmental rules or other rules or agreements regulating the use of the Property.
- h. Conditions constituting a significant health risk or safety hazard for occupants of the Property.
- i. Underground storage tanks presently or previously on the Property for storage of flammable or combustible liquids, including, but not limited to, gasoline and heating oil.
- j. A Defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, pesticides, herbicides, fertilizer, radon, radium in water supplies, lead or arsenic in soil, or other potentially hazardous or toxic substances on the premises.
- k. Production of methamphetamine (meth) or other hazardous or toxic substances on the Property.
- l. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the Property.
- m. Defects in any well, including unsafe well water due to contaminants such as coliform, nitrates and atrazine, and out-of-service wells and cisterns required to be abandoned (Wis. Admin. Code § NR 812.26) but that are not closed/abandoned according to applicable regulations.

(Definitions Continued on page 5)

IF LINE 190 IS NOT MARKED OR IS MARKED N/A, LINES 230-236 APPLY.

190 ☐ **FINANCING CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written
191 _____ [INSERT LOAN PROGRAM OR SOURCE] first mortgage
192 loan commitment as described below, within _____ days of acceptance of this Offer. The financing selected shall be in an
193 amount of not less than \$ _____ for a term of not less than _____ years, amortized over not less than _____ years.
194 Initial monthly payments of principal and interest shall not exceed \$ _____. Monthly payments may
195 also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private mortgage insurance
196 premiums. The mortgage may not include a prepayment premium. Buyer agrees to pay discount points and/or loan origination
197 fee in an amount not to exceed _____ % of the loan. If the purchase price under this Offer is modified, the financed amount,
198 unless otherwise provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the
199 monthly payments shall be adjusted as necessary to maintain the term and amortization stated above.

200 CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 201 or 202.

201 ☐ **FIXED RATE FINANCING:** The annual rate of interest shall not exceed _____ %.
202 ☐ **ADJUSTABLE RATE FINANCING:** The initial annual interest rate shall not exceed _____ %. The initial interest
203 rate shall be fixed for _____ months, at which time the interest rate may be increased not more than _____ % per
204 year. The maximum interest rate during the mortgage term shall not exceed _____ %. Monthly payments of principal
205 and interest may be adjusted to reflect interest changes.

206 If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing, describe at lines 458-464 or
207 526-534 or in an addendum attached per line 525.

208 ■ **BUYER'S LOAN COMMITMENT:** Buyer agrees to pay all customary loan and closing costs, to promptly apply for a
209 mortgage loan, and to provide evidence of application promptly upon request of Seller. If Buyer qualifies for the loan described
210 in this Offer or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no
211 later than the deadline at line 192. Buyer and Seller agree that delivery of a copy of any written loan commitment to
212 Seller (even if subject to conditions) shall satisfy the Buyer's financing contingency if, after review of the loan
213 commitment, Buyer has directed, in writing, delivery of the loan commitment. Buyer's written direction shall
214 accompany the loan commitment. Delivery shall not satisfy this contingency if accompanied by a notice of
215 unacceptability.

216 **CAUTION:** The delivered commitment may contain conditions Buyer must yet satisfy to obligate the lender to provide
217 the loan. BUYER, BUYER'S LENDER AND AGENTS OF BUYER OR SELLER SHALL NOT DELIVER A LOAN
218 COMMITMENT TO SELLER OR SELLER'S AGENT WITHOUT BUYER'S PRIOR WRITTEN APPROVAL OR UNLESS
219 ACCOMPANIED BY A NOTICE OF UNACCEPTABILITY.

220 ■ **SELLER TERMINATION RIGHTS:** If Buyer does not make timely delivery of said commitment, Seller may terminate this
221 Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written loan
222 commitment.

223 ■ **FINANCING UNAVAILABILITY:** If financing is not available on the terms stated in this Offer (and Buyer has not already
224 delivered an acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of
225 same including copies of lender(s)' rejection letter(s) or other evidence of unavailability. Unless a specific loan source is
226 named in this Offer, Seller shall then have 10 days to deliver to Buyer written notice of Seller's decision to finance this
227 transaction on the same terms set forth in this Offer and this Offer shall remain in full force and effect, with the time for closing
228 extended accordingly. If Seller's notice is not timely given, this Offer shall be null and void. Buyer authorizes Seller to obtain
229 any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.

230 ■ **IF THIS OFFER IS NOT CONTINGENT ON FINANCING:** Within 7 days of acceptance, a financial institution or third party
231 in control of Buyer's funds shall provide Seller with reasonable written verification that Buyer has, at the time of verification,
232 sufficient funds to close. If such written verification is not provided, Seller has the right to terminate this Offer by delivering
233 written notice to Buyer. Buyer may or may not obtain mortgage financing but does not need the protection of a financing
234 contingency. Seller agrees to allow Buyer's appraiser access to the Property for purposes of an appraisal. Buyer understands
235 and agrees that this Offer is not subject to the appraisal meeting any particular value, unless this Offer is subject to an
236 appraisal contingency, nor does the right of access for an appraisal constitute a financing contingency.

237 ☐ **APPRAISAL CONTINGENCY:** This Offer is contingent upon the Buyer or Buyer's lender having the Property appraised
238 at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated
239 subsequent to the date of this Offer indicating an appraised value for the Property equal to or greater than the agreed upon
240 purchase price. This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers to
241 Seller a copy of the appraisal report which indicates that the appraised value is not equal to or greater than the agreed upon
242 purchase price, accompanied by a written notice of termination.

243 **CAUTION:** An appraisal ordered by Buyer's lender may not be received until shortly before closing. Consider whether
244 deadlines provide adequate time for performance.

DEFINITIONS CONTINUED FROM PAGE 3

- 245 n. Defects in any septic system or other sanitary disposal system on the Property or out-of-service septic systems not
 246 closed/abandoned according to applicable regulations.
- 247 o. Subsoil conditions which would significantly increase the cost of development including, but not limited to, subsurface
 248 foundations or waste material; organic or non-organic fill; dumpsites where pesticides, herbicides, fertilizer or other toxic
 249 or hazardous materials or containers for these materials were disposed of in violation of manufacturer's or government
 250 guidelines or other laws regulating said disposal; high groundwater; adverse soil conditions (e.g. low load bearing
 251 capacity, earth or soil movement, slides) or excessive rocks or rock formations.
- 252 p. Brownfields (abandoned, idled or under-used land which may be subject to environmental contamination) or other
 253 contaminated land, or soils contamination remediated under PECFA, the Department of Natural Resources (DNR)
 254 Remediation and Redevelopment Program, the Agricultural Chemical Cleanup Program or other similar program.
- 255 q. Lack of legal vehicular access to the Property from public roads.
- 256 r. Homeowners' associations, common areas shared or co-owned with others, zoning violations or nonconforming uses,
 257 conservation easements, restrictive covenants, rights-of-way, easements, easement maintenance agreements, or use of
 258 a part of Property by non-owners, other than recorded utility easements.
- 259 s. Special purpose district, such as a drainage district, lake district, sanitary district or sewer district, that has the authority to
 260 impose assessments against the real property located within the district.
- 261 t. Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition.
- 262 u. Property tax increases, other than normal annual increases; completed or pending property tax reassessment of the
 263 Property; or proposed or pending special assessments.
- 264 v. Burial sites, archeological artifacts, mineral rights, orchards or endangered species.
- 265 w. Flooding, standing water, drainage problems or other water problems on or affecting the Property.
- 266 x. Material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides.
- 267 y. Significant odor, noise, water intrusion or other irritants emanating from neighboring property.
- 268 z. Substantial crop damage from disease, insects, soil contamination, wildlife or other causes; diseased trees; or substantial
 269 injuries or disease in livestock on the Property or neighboring properties.
- 270 aa. Existing or abandoned manure storage facilities on the Property.
- 271 bb. Impact fees, or other conditions or occurrences that would significantly increase development costs or reduce the value of
 272 the Property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.
- 273 cc. The Property is subject to a mitigation plan required by DNR rules related to county shoreland zoning ordinances that
 274 obligates the owner to establish or maintain certain measures related to shoreland conditions, enforceable by the county
 275 (see lines 139-145).
- 276 dd. All or part of the land has been assessed as agricultural land, the owner has been assessed a use-value conversion
 277 charge or the payment of a use-value conversion charge has been deferred.
- 278 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by excluding
 279 the day the event occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day.
 280 Deadlines expressed as a specific number of "business days" exclude Saturdays, Sundays, any legal public holiday under
 281 Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive
 282 registered mail or make regular deliveries on that day. Deadlines expressed as a specific number of "hours" from the
 283 occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24 hours
 284 per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as
 285 closing, expire at midnight of that day.
- 286 ■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would
 287 significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would
 288 significantly shorten or adversely affect the expected normal life of the premises.
- 289 ■ **FIXTURE:** A "Fixture" is an item of property which is physically attached to or so closely associated with land so as to be
 290 treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage
 291 to the premises, items specifically adapted to the premises, and items customarily treated as fixtures, including, but not limited
 292 to, all: perennial crops; garden bulbs; plants; shrubs and trees and fences; storage buildings on permanent foundations and
 293 docks/piers on permanent foundations.
- 294 **CAUTION: Exclude any Fixtures to be retained by Seller or which are rented on lines 18-19.**
- 295 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-7.
- 296 **PROPERTY DEVELOPMENT WARNING** If Buyer contemplates developing Property for a use other than the current use,
 297 there are a variety of issues which should be addressed to ensure the development or new use is feasible. Municipal and
 298 zoning ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or
 299 uses and therefore should be reviewed. Building permits, zoning variances, Architectural Control Committee approvals,
 300 estimates for utility hook-up expenses, special assessments, changes for installation of roads or utilities, environmental audits,
 301 subsoil tests, or other development related fees may need to be obtained or verified in order to determine the feasibility of
 302 development of, or a particular use for, a property. Optional contingencies which allow Buyer to investigate certain of these
 303 issues can be found at lines 306-350 and Buyer may add contingencies as needed in addenda (see line 525). Buyer should
 304 review any plans for development or use changes to determine what issues should be addressed in these contingencies.

306 ☐ **PROPOSED USE CONTINGENCIES:** Buyer is purchasing the Property for the purpose of: _____

307 _____

308 _____

309 [Insert proposed use and type and size of building, if applicable; e.g. three bedroom single family home]. The optional
310 provisions checked on lines 314-345 shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers
311 written notice to Seller specifying those items which cannot be satisfied and written evidence substantiating why each specific
312 item included in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice, this Offer shall be null and void. Seller
313 agrees to cooperate with Buyer as necessary to satisfy the contingencies checked at lines 314-350.

314 ☐ **ZONING CLASSIFICATION CONFIRMATION:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's)
315 ☐ **STRIKE ONE** ("Buyer's" if neither is stricken) expense, verification that the Property is zoned _____
316 _____ and that the Property's zoning allows the Buyer's proposed use described at lines 306-308.

317 ☐ **SUBSOILS:** This offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) ☐ **STRIKE ONE** ("Buyer's" if neither
318 is stricken) expense, written evidence from a qualified soils expert that the Property is free of any subsoil condition which
319 would make the proposed use described at lines 306-308 impossible or significantly increase the costs of such
320 development.

321 ☐ **PRIVATE ONSITE WASTEWATER TREATMENT SYSTEM (POWTS) SUITABILITY:** This Offer is contingent
322 upon Buyer obtaining, at (Buyer's) (Seller's) ☐ **STRIKE ONE** ("Buyer's" if neither is stricken) expense, written evidence from
323 a certified soils tester that (a) the soils at the Property locations selected by Buyer, and (b) all other conditions that must
324 be approved, meet the legal requirements in effect on the date of this Offer to obtain a permit for a POWTS for use of the
325 Property as stated on lines 306-308. The POWTS (septic system) allowed by the written evidence must be one of
326 the following POWTS that is approved by the State for use with the type of property identified at lines 306-308 ☐ **CHECK**
327 **ALL THAT APPLY:** ☐ conventional in-ground; ☐ mound; ☐ at grade; ☐ in-ground pressure distribution; ☐ holding tank;
328 ☐ other: _____

329 ☐ **EASEMENTS AND RESTRICTIONS:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) ☐ **STRIKE**
330 **ONE** ("Buyer's" if neither is stricken) expense, copies of all public and private easements, covenants and restrictions
331 affecting the Property and a written determination by a qualified independent third party that none of these prohibit or
332 significantly delay or increase the costs of the proposed use or development identified at lines 306-308.

333 ☐ **APPROVALS:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) ☐ **STRIKE ONE** ("Buyer's" if
334 neither is stricken) expense, permits, approvals and licenses, as appropriate, or the final discretionary action by the
335 granting authority prior to the issuance of such permits, approvals and licenses, for the following items related to Buyer's
336 proposed use: _____

337 _____

338 ☐ **UTILITIES:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) ☐ **STRIKE ONE** ("Buyer's" if neither
339 is stricken) expense, written verification of the following utility connections at the listed locations (e.g., on the Property, at
340 the lot line, across the street, etc.) ☐ **CHECK AND COMPLETE AS APPLICABLE:** ☐ electricity _____;
341 ☐ gas _____; ☐ sewer _____; ☐ water _____;
342 ☐ telephone _____; ☐ cable _____; ☐ other _____

343 ☐ **ACCESS TO PROPERTY:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) ☐ **STRIKE ONE**
344 ("Buyer's" if neither is stricken) expense, written verification that there is legal vehicular access to the Property from public
345 roads.

346 ☐ **LAND USE APPROVAL:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) ☐ **STRIKE ONE** ("Buyer's" if
347 neither is stricken) expense, a ☐ rezoning; ☐ conditional use permit; ☐ license; ☐ variance; ☐ building permit; ☐
348 occupancy permit; ☐ other _____ ☐ **CHECK ALL THAT APPLY**, and delivering
349 written notice to Seller if the item cannot be obtained, all within _____ days of acceptance for the Property for its proposed
350 use described at lines 306-308.

351 ☐ **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) ☐ **STRIKE ONE** ("Seller
352 providing" if neither is stricken) a Map of the Property dated subsequent to the date of acceptance of this Offer prepared by a
353 registered land surveyor, within _____ days of acceptance, at (Buyer's) (Seller's) ☐ **STRIKE ONE** ("Seller's" if neither is stricken)
354 expense. The map shall show minimum of _____ acres, maximum of _____ acres, the legal description of the
355 Property, the Property's boundaries and dimensions, visible encroachments upon the Property, the location of improvements,
356 if any, and: _____

357 ☐ **[STRIKE AND COMPLETE AS APPLICABLE]** Additional map features which may be added include, but are not limited to:
358 staking of all corners of the Property; identifying dedicated and apparent streets; lot dimensions; total acreage or square
359 footage; easements or rights-of-way. **CAUTION: Consider the cost and the need for map features before selecting them.**
360 **Also consider the time required to obtain the map when setting the deadline.** This contingency shall be deemed satisfied
361 unless Buyer, within five days of the earlier of: (1) Buyer's receipt of the map; or (2) the deadline for delivery of said map,
362 delivers to Seller a copy of the map and a written notice which identifies: (1) the significant encroachment; (2) information
363 materially inconsistent with prior representations; or (3) failure to meet requirements stated within this contingency.
364 Upon delivery of Buyer's notice, this Offer shall be null and void.

365 **PROPERTY DIMENSIONS AND SURVEYS** Buyer acknowledges that any land dimensions, total square footage, acreage
 366 figures, or allocation of acreage information, provided to Buyer by Seller or by a broker, may be approximate because of
 367 rounding, formulas used or other reasons, unless verified by survey or other means.

368 **CAUTION: Buyer should verify land dimensions, total square footage/acreage figures and allocation of acreage**
 369 **information if material to Buyer's decision to purchase.**

370 **EARNEST MONEY**

371 ■ **HELD BY:** Unless otherwise agreed, earnest money shall be paid to and held in the trust account of the listing broker
 372 (Buyer's agent if Property is not listed or Seller's account if no broker is involved), until applied to the purchase price or
 373 otherwise disbursed as provided in the Offer.

374 **CAUTION: Should persons other than a broker hold earnest money, an escrow agreement should be drafted by the**
 375 **Parties or an attorney. If someone other than Buyer makes payment of earnest money, consider a special**
 376 **disbursement agreement.**

377 ■ **DISBURSEMENT:** If negotiations do not result in an accepted offer, the earnest money shall be promptly disbursed (after
 378 clearance from payor's depository institution if earnest money is paid by check) to the person(s) who paid the earnest money.
 379 At closing, earnest money shall be disbursed according to the closing statement. If this Offer does not close, the earnest
 380 money shall be disbursed according to a written disbursement agreement signed by all Parties to this Offer. If said
 381 disbursement agreement has not been delivered to broker within 60 days after the date set for closing, broker may disburse
 382 the earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller;
 383 (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; or (4)
 384 any other disbursement required or allowed by law. Broker may retain legal services to direct disbursement per (1) or to file an
 385 interpleader action per (2) and broker may deduct from the earnest money any costs and reasonable attorneys fees, not to
 386 exceed \$250, prior to disbursement.

387 ■ **LEGAL RIGHTS/ACTION:** Broker's disbursement of earnest money does not determine the legal rights of the Parties in
 388 relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by broker. At least 30 days prior to
 389 disbursement per (1) or (4) above, broker shall send Buyer and Seller notice of the disbursement by certified mail. If Buyer or
 390 Seller disagree with broker's proposed disbursement, a lawsuit may be filed to obtain a court order regarding disbursement.
 391 Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of residential property with 1-4
 392 dwelling units and certain other earnest money disputes. Buyer and Seller should consider consulting attorneys regarding their
 393 legal rights under this Offer in case of a dispute. Both Parties agree to hold the broker harmless from any liability for good faith
 394 disbursement of earnest money in accordance with this Offer or applicable Department of Regulation and Licensing
 395 regulations concerning earnest money. See Wis. Admin. Code Ch. RL 18.

396 **DISTRIBUTION OF INFORMATION** Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of the
 397 Offer to Buyer's lender, appraisers, title insurance companies and any other settlement service providers for the transaction as
 398 defined by the Real Estate Settlement Procedures Act (RESPA); (ii) report sales and financing concession data to multiple
 399 listing service sold databases; and (iii) provide active listing, pending sale, closed sale and financing concession information
 400 and data, and related information regarding seller contributions, incentives or assistance, and third party gifts, to appraisers
 401 researching comparable sales, market conditions and listings, upon inquiry.

402 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and persons
 403 registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at
 404 <http://www.widocoffenders.org> or by telephone at (608) 240-5830.

405 ☐ **SECONDARY OFFER:** This Offer is secondary to a prior accepted offer. This Offer shall become primary upon delivery
406 of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer notice prior
407 to any deadline, nor is any particular secondary buyer given the right to be made primary ahead of other secondary buyers.
408 Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to delivery of Seller's notice
409 that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than _____ days after acceptance of this Offer. All
410 other Offer deadlines which are run from acceptance shall run from the time this Offer becomes primary.

411 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3)
412 occupancy; (4) date of closing; (5) contingency Deadlines **STRIKE AS APPLICABLE** and all other dates and Deadlines in this
413 Offer except: _____

414 If "Time is of the Essence" applies to a date or Deadline, failure to perform by the exact date or Deadline is a breach of
415 contract. If "Time is of the Essence" does not apply to a date or Deadline, then performance within a reasonable time of the
416 date or Deadline is allowed before a breach occurs.

417 **TITLE EVIDENCE**

418 ■ **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed
419 (or trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as
420 provided herein), free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements
421 entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use
422 restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's disclosure report and
423 in this Offer, general taxes levied in the year of closing and _____

424 _____
425 _____
426 _____
427 which constitutes merchantable title for purposes of this transaction. Seller shall complete and execute the documents
428 necessary to record the conveyance at Seller's cost and pay the Wisconsin Real Estate Transfer Fee.

429 ■ **TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of the
430 purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall pay all
431 costs of providing title evidence to Buyer. Buyer shall pay all costs of providing title evidence required by Buyer's lender.

432 ■ **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's) (Buyer's) **STRIKE**
433 **ONE** ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded after the
434 effective date of the title insurance commitment and before the deed is recorded, subject to the title insurance policy
435 exclusions and exceptions, provided the title company will issue the endorsement. If a gap endorsement or equivalent gap
436 coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 442-449).

437 ■ **PROVISION OF MERCHANTABLE TITLE:** For purposes of closing, title evidence shall be acceptable if the required title
438 insurance commitment is delivered to Buyer's attorney or Buyer not more than _____ days after acceptance ("15" if left blank),
439 showing title to the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per
440 lines 418-427, subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements
441 and exceptions, as appropriate.

442 ■ **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of
443 objections to title within _____ days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In
444 such event, Seller shall have a reasonable time, but not exceeding _____ days ("5" if left blank) from Buyer's delivery of the
445 notice stating title objections, to deliver notice to Buyer stating Seller's election to remove the objections by the time set for
446 closing. In the event that Seller is unable to remove said objections, Buyer may deliver to Seller written notice waiving the
447 objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, Buyer shall deliver
448 written notice of termination and this Offer shall be null and void. Providing title evidence acceptable for closing does not
449 extinguish Seller's obligations to give merchantable title to Buyer.

450 ■ **SPECIAL ASSESSMENTS:** Special assessments, if any, levied or for work actually commenced prior to the date of this
451 Offer shall be paid by Seller no later than closing. All other special assessments shall be paid by Buyer.

452 **CAUTION: Consider a special agreement if area assessments, property owners association assessments, special**
453 **charges for current services under Wis. Stat. § 66.0627 or other expenses are contemplated. "Other expenses" are**
454 **one-time charges or ongoing use fees for public improvements (other than those resulting in special assessments)**
455 **relating to curb, gutter, street, sidewalk, municipal water, sanitary and storm water and storm sewer (including all**
456 **sewer mains and hook-up/connection and interceptor charges), parks, street lighting and street trees, and impact**
457 **fees for other public facilities, as defined in Wis. Stat. § 66.0617(1)(f).**

458 **ADDITIONAL PROVISIONS/CONTINGENCIES**

459 _____
460 _____
461 _____
462 _____
463 _____
464 _____

465 **DEFAULT** Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and
466 conditions of this Offer. A material failure to perform any obligation under this Offer is a default which may subject the
467 defaulting party to liability for damages or other legal remedies.

468 If **Buyer defaults**, Seller may:

- 469 (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or
470 (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for
471 actual damages.

472 If **Seller defaults**, Buyer may:

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

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

476 The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the
477 discretion of the courts. If either Party defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution
478 instead of the remedies outlined above. By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of
479 law those disputes covered by the arbitration agreement.

480 **NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD**
481 **READ THIS DOCUMENT CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS**
482 **OF THE OFFER BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL**
483 **RIGHTS UNDER THIS OFFER OR HOW TITLE SHOULD BE TAKEN AT CLOSING. AN ATTORNEY SHOULD BE**
484 **CONSULTED IF LEGAL ADVICE IS NEEDED.**

485 **ENTIRE CONTRACT** This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller
486 regarding the transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds and
487 inures to the benefit of the Parties to this Offer and their successors in interest.

488 **INSPECTIONS AND TESTING** Buyer may only conduct inspections or tests if specific contingencies are included as a part of
489 this Offer. An "inspection" is defined as an observation of the Property which does not include an appraisal or testing of the
490 Property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel source,
491 which are hereby authorized. A "test" is defined as the taking of samples of materials such as soils, water, air or building
492 materials from the Property and the laboratory or other analysis of these materials. Seller agrees to allow Buyer's inspectors,
493 testers and appraisers reasonable access to the Property upon advance notice, if necessary to satisfy the contingencies in
494 this Offer. Buyer and licensees may be present at all inspections and testing. Except as otherwise provided, Seller's
495 authorization for inspections does not authorize Buyer to conduct testing of the Property.

496 **NOTE: Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose of the**
497 **test, (e.g., to determine if environmental contamination is present), any limitations on Buyer's testing and any other**
498 **material terms of the contingency.**

499 Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections and testing are completed
500 unless otherwise agreed to with Seller. Buyer agrees to promptly provide copies of all inspection and testing reports to Seller.
501 Seller acknowledges that certain inspections or tests may detect environmental pollution which may be required to be reported
502 to the Wisconsin Department of Natural Resources.

503 ☐ **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 488-502). This Offer
504 is contingent upon a qualified independent inspector(s) conducting an inspection(s), of the Property which discloses no
505 Defects. This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing
506 an inspection of _____
507 (list any Property feature(s) to be separately inspected, e.g., dumpsite, etc.) which discloses no Defects. Buyer shall order the
508 inspection(s) and be responsible for all costs of inspection(s). Buyer may have follow-up inspections recommended in a
509 written report resulting from an authorized inspection performed provided they occur prior to the deadline specified at line 513.
510 Inspection(s) shall be performed by a qualified independent inspector or independent qualified third party.
511 **CAUTION: Buyer should provide sufficient time for the primary inspection and/or any specialized inspection(s), as
512 well as any follow-up inspection(s).**

513 This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers to Seller a copy of the written
514 inspection report(s) and a written notice listing the Defect(s) identified in those report(s) to which Buyer objects (Notice of Defects).

515 **CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.**

516 For the purposes of this contingency, Defects (see lines 287-289) do not include conditions the nature and extent of which the
517 Buyer had actual knowledge or written notice before signing this Offer.

518 **RIGHT TO CURE:** Seller (shall)(shall not) STRIKE ONE ("shall" if neither is stricken) have a right to cure the Defects. If
519 Seller has the right to cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of
520 Buyer's delivery of the Notice of Defects stating Seller's election to cure Defects; (2) curing the Defects in a good and
521 workmanlike manner; and (3) delivering to Buyer a written report detailing the work done within 3 days prior to closing. This
522 Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and: (1)
523 Seller does not have a right to cure or (2) Seller has a right to cure but: (a) Seller delivers written notice that Seller will not cure
524 or (b) Seller does not timely deliver the written notice of election to cure.

525 ☐ **ADDENDA:** The attached _____ is/are made part of this Offer.

526 **ADDITIONAL PROVISIONS/CONTINGENCIES** _____

527 _____
528 This offer is subject to the approval by the Appleton Common Council

529 _____
530 Seller acknowledges an 8% commission payment will be made to Romenesko Realty OR Romenesko Developments, Inc.
531 (Seller's choice) at time of closing

532 _____
533 _____
534 _____
535 This Offer was drafted by [Licensee and Firm] Carl D. Romenesko of Romenesko Realty

536 _____ on October 20, 2015

537 (x) 
538 Buyer's Signature ▲ Print Name Here ► Carl D. Romenesko

10-20-15
Date ▲

539 (x) _____
540 Buyer's Signature ▲ Print Name Here ► Date ▲

541 **EARNEST MONEY RECEIPT** Broker acknowledges receipt of earnest money as per line 10 of the above Offer.

542 _____ Broker (by) _____

543 **SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS OFFER**
544 **SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE PROPERTY ON**
545 **THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS OFFER.**

546 (x) _____
547 Seller's Signature ▲ Print Name Here ► Date ▲

548 (x) _____
549 Seller's Signature ▲ Print Name Here ► Date ▲

550 This Offer was presented to Seller by [Licensee and Firm] _____
551 _____ on _____ at _____ a.m./p.m.

552 This Offer is rejected _____ This Offer is countered [See attached counter] _____
553 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

ELECTED ALDERPERSON SALARIES

Council Date	Election Year	Salary	Benefits	Notes
11-07-2001	2002	No increase		
11-07-2001	2003	\$5636 – 3%		
10-16-2002	2004	No increase		
10-16-2002	2005	No increase		
12-03-2003	2006	No increase		
10-19-2005	2007	No increase		
11-01-2006	2008	No increase		
01-21-2008	2009	\$5805 – 3%		
07-02-2009	2010	No increase		
07-02-2009	2011	No increase		
10-20-2010	2012	No increase		
01-04-2012	2013	No increase		
03-20-2013	2014	No increase		
11-20-2013	2015	No increase	5.12% increase with parking pass	Added Parking passes \$297 annual (\$33@9months) effective with the April, 2015 election
9-17-2014	2016	\$5921 – 2%	6.89% increase with parking pass	Parking Pass \$408 annual (\$33@6 months & \$35@6 months)

Municipality	City Population 2013	Benefits	Yearly	Effective Date		Expenses	# Council/B oard
Appleton, City of	72,623	None	\$5,805.00	2009		Parking effective April 2015	15
DePere, City of	24,359	None	\$6,392.00	2014		Reimbursement actual expenses	8
			\$6,520.00	2015			
Fond du Lac, City of	42,970	None	\$5,000.00	2014			7
			\$6,000.00	2015	President		
Green Bay, City of	104,779		\$9,887.00	2008		Health/Dental 50% pro-rated, Flex, WRS EE and city both pay	12
Kaukauna, City of	15,725	None	\$3,600.00	2005		\$75 per diem per day plus mileage	8
LaCrosse, City of	51,522		\$2,400.00	2014		\$1,800 for expenses Eligible for Flex Program	17
			Additional \$1300		President		
Manitowoc, City of	33,335	None	\$3,120.00	2007		Mileage for conferences	10
						\$2920 for committee work/\$45 reg.&special meeting plus \$100 per diem per day	10
Marshfield, City of	18,750		\$4,568.00	2000		\$60.00/ meeting and mileage for any training	8
Menasha, City of	17,588	None	\$5,190.00	2014			
			\$5,490.00		President		
Neenah, City of	25,892	None	\$4,075.00	2014		Council President-\$50/month	9
			\$4,475.00	2015			
			\$4,800.00	2016			
Oshkosh, City of	66,778	None	\$3,750.00	2009		None	7
Racine, City of	78,199		\$6,900.00	2013		None	15
Sheboygan, City of	48,725	None	\$4,468.16	2014			16
Sun Prairie, City of	30,871	None	\$6,500.00	2006		none	8
Waukesha, City of	71,016		\$6,500.00	2014		Deferred Comp at own expense	15
			\$7,000.00	2016			
Wausau, City of	39,309	None	\$5,355.00	2006		None	11
Counties							
Calumet County	49,617		Per Diem	2014		County Board:>5hrs \$100<5hrs\$80 Committee Meetings: \$60 Eligible for Insc. Own expense	21
Outagamie County	180,335	None	\$5,000.00	2004		\$25/day for meetings	36
			\$13,000.00		Board Chair		
			\$6,500.00		Vice-Chair		
Winnebago County	169,541		\$5,000.00	2007	Chair	\$44/committee mtgs < 4 hrs. \$66/committee mtgs >4hrs.	36
			\$2,500.00		Vice Chair	\$66/committee mtgs >4 hrs.	
					All Members	\$66/County Board Meetings	
						Life insurance 2X salary/ 1/2 to WRS and eligible insurance at own expense	
Waukesha	393,843		\$9,536.00	2007			25
2013 Population Estimates for Cities & Counties							

Elected Officials Compensation and Benefits

Q1 What is the name of your municipality?

Answered: 14 Skipped: 0

#	Responses	Date
1	City of De Pere	10/21/2015 3:08 PM
2	City of Oshkosh	10/21/2015 1:31 PM
3	Outagamie County	10/21/2015 11:05 AM
4	City of Oak Creek	10/20/2015 8:51 AM
5	CITY OF WEST ALLIS	10/19/2015 1:49 PM
6	City of Kaukauna	10/19/2015 10:13 AM
7	City of Menasha	10/18/2015 8:46 AM
8	Waukesha County	10/16/2015 2:19 PM
9	City of Fond du Lac	10/16/2015 12:31 PM
10	City of Kenosha	10/16/2015 10:48 AM
11	Winnebago County	10/16/2015 8:40 AM
12	City of Eau Claire	10/16/2015 8:38 AM
13	Calumet County	10/15/2015 5:42 PM
14	City of Green Bay	10/15/2015 4:27 PM

Elected Officials Compensation and Benefits

Q2 What is the current (2015) population of your municipality?

Answered: 14 Skipped: 0

#	Responses	Date
1	24180	10/21/2015 3:08 PM
2	66083	10/21/2015 1:31 PM
3	182,006	10/21/2015 11:05 AM
4	35,000	10/20/2015 8:51 AM
5	~60,000	10/19/2015 1:49 PM
6	15,462	10/19/2015 10:13 AM
7	17,550	10/18/2015 8:46 AM
8	393,000	10/16/2015 2:19 PM
9	43,021	10/16/2015 12:31 PM
10	99,600	10/16/2015 10:48 AM
11	166,994	10/16/2015 8:40 AM
12	65,000+	10/16/2015 8:38 AM
13	49715	10/15/2015 5:42 PM
14	104,057	10/15/2015 4:27 PM

Elected Officials Compensation and Benefits

Q3 How many Elected Officials (e.g., Alderpersons/County Board Members) do you currently have?

Answered: 13 Skipped: 1

#	Responses	Date
1	8	10/21/2015 3:25 PM
2	7	10/21/2015 2:16 PM
3	36	10/21/2015 11:06 AM
4	10 alderpersons (in addition to the Mayor, Municipal Judge and City Attorney)	10/19/2015 1:51 PM
5	8 Alderpersons	10/19/2015 10:17 AM
6	8	10/18/2015 8:48 AM
7	12	10/16/2015 4:28 PM
8	25	10/16/2015 2:20 PM
9	7	10/16/2015 12:32 PM
10	17	10/16/2015 10:54 AM
11	36 County Board Supervisors	10/16/2015 9:27 AM
12	11	10/16/2015 8:40 AM
13	21	10/16/2015 8:17 AM

Elected Officials Compensation and Benefits

Q4 What is the annual salary for your Elected Officials (Alderperson/County Board Member)? In what year was this salary set?

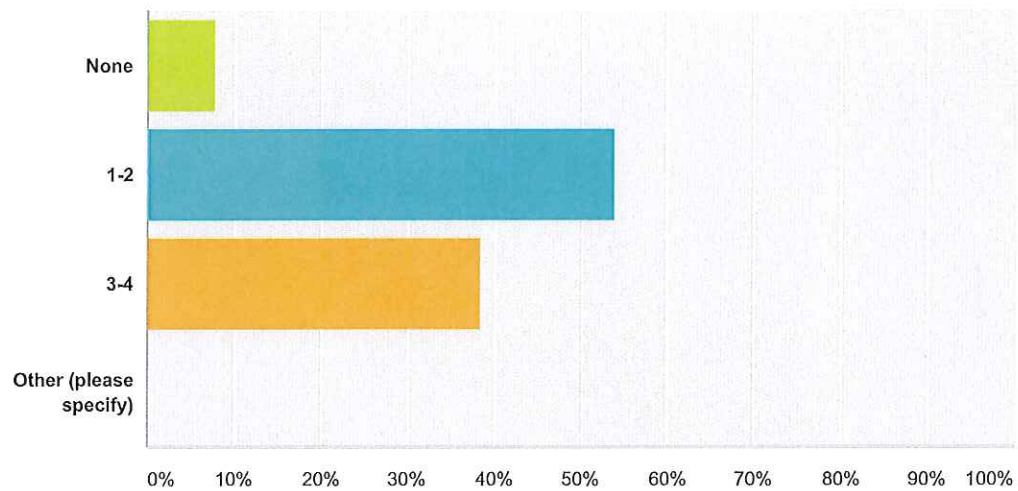
Answered: 13 Skipped: 1

#	Responses	Date
1	6392; Set 1/2/2013 for 5/1/2015	10/21/2015 3:25 PM
2	3750.00	10/21/2015 2:16 PM
3	\$5000	10/21/2015 11:06 AM
4	\$7,384.00/year (effective for 2 - 4 year terms, 4/17/12 thru 4/20/20)	10/19/2015 1:51 PM
5	\$3,600 - 2005 Will go to \$4,200 April 19, 2016	10/19/2015 10:17 AM
6	5,190	10/18/2015 8:48 AM
7	\$9,887	10/16/2015 4:28 PM
8	9,536 2005	10/16/2015 2:20 PM
9	\$5,000; \$6,000 President; 2013	10/16/2015 12:32 PM
10	Current \$5,500 (set in 1998); \$6,000 (eff. April 2016)	10/16/2015 10:54 AM
11	0 - only per diem pay for most board members	10/16/2015 9:27 AM
12	Council members- \$3000 annually, President -\$3600 annually	10/16/2015 8:40 AM
13	No Annual Salary - Paid Per Diem: Cty Bd Mtg (up to 5 hours)-\$80/mtg; Cty Bd Mtg (Excess of 5 hours)-\$100/mtg; Meetings, conventions, seminars -\$60/mtg; Committee Mtg-\$60/mtg	10/16/2015 8:17 AM

Elected Officials Compensation and Benefits

Q5 On average, how many committees does each Elected Official serve on each year?

Answered: 13 Skipped: 1



Answer Choices	Responses	
None	7.69%	1
1-2	53.85%	7
3-4	38.46%	5
Other (please specify)	0.00%	0
Total		13

Elected Officials Compensation and Benefits

Q6 Does an Elected Official receive additional compensation if he/she takes on additional duties (e.g., serving as Committee Chairperson or as the Council President)? If yes, please provide details.

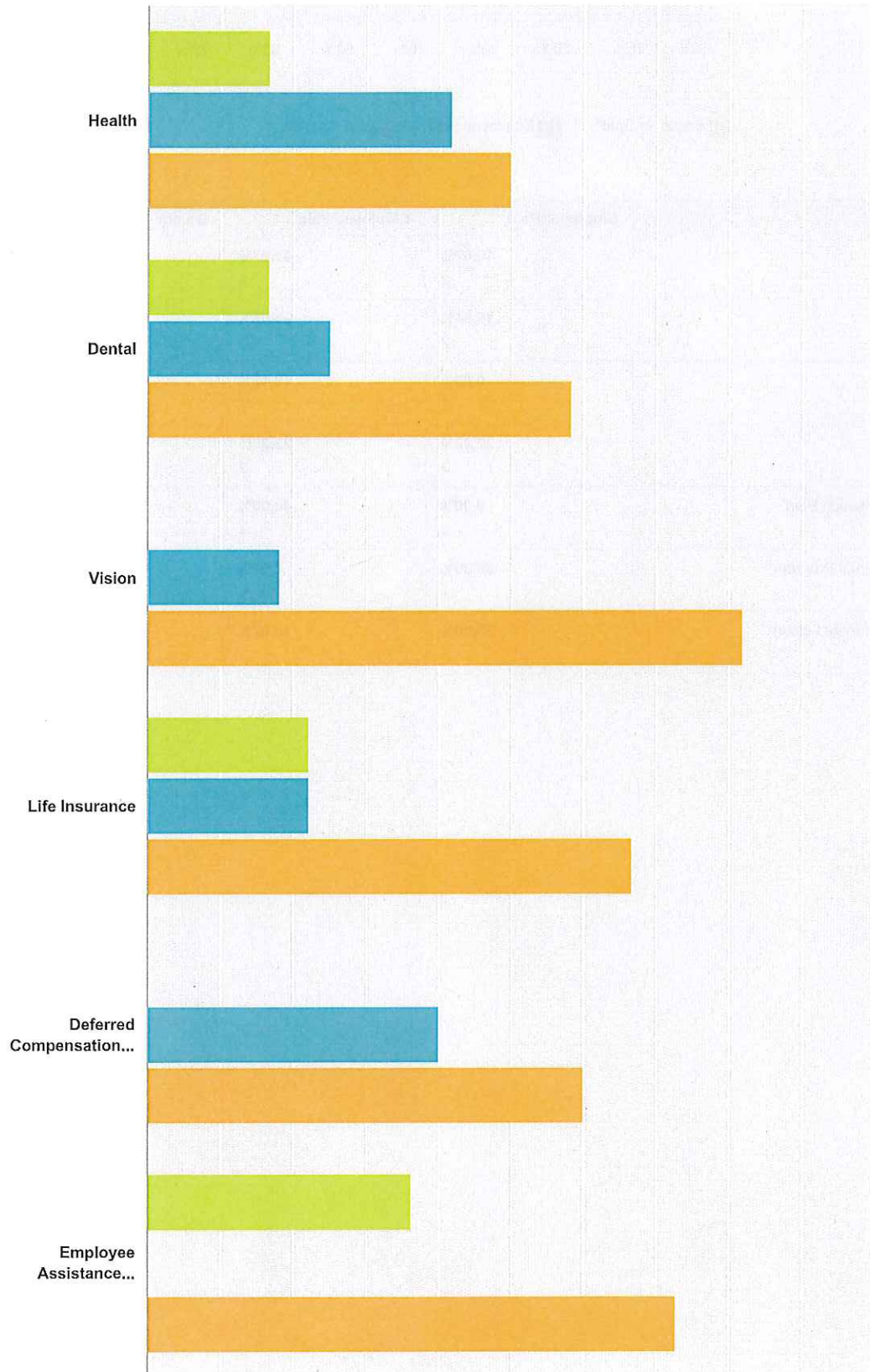
Answered: 13 Skipped: 1

#	Responses	Date
1	NA	10/21/2015 3:27 PM
2	not to my knowledge.	10/21/2015 2:19 PM
3	Yes, Board Chair and Vice Chair	10/21/2015 11:07 AM
4	no	10/19/2015 1:52 PM
5	Yes - Board of Public Works Chairman	10/19/2015 10:25 AM
6	Council President - +\$300 per year	10/18/2015 8:49 AM
7	No	10/16/2015 4:29 PM
8	no	10/16/2015 2:20 PM
9	No	10/16/2015 12:33 PM
10	\$100/day when appointed as acting Mayor, otherwise no add'l comp for extra duties	10/16/2015 10:56 AM
11	Yes. Board Chair receives \$5,000 per year and vice-chair receives \$1500 in addition to per diems.	10/16/2015 9:40 AM
12	no	10/16/2015 8:42 AM
13	no	10/16/2015 8:17 AM

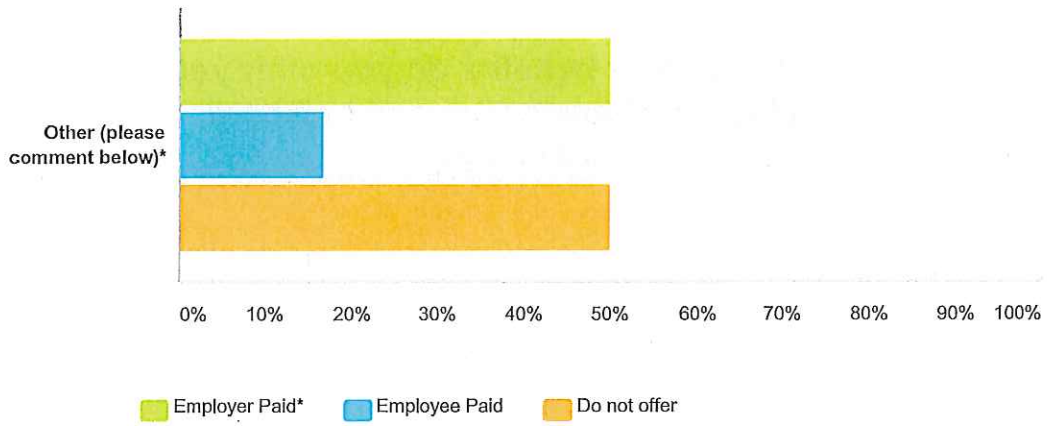
Elected Officials Compensation and Benefits

Q7 What other benefits do you offer your Elected Officials (Council or Board Members)?

Answered: 12 Skipped: 2



Elected Officials Compensation and Benefits

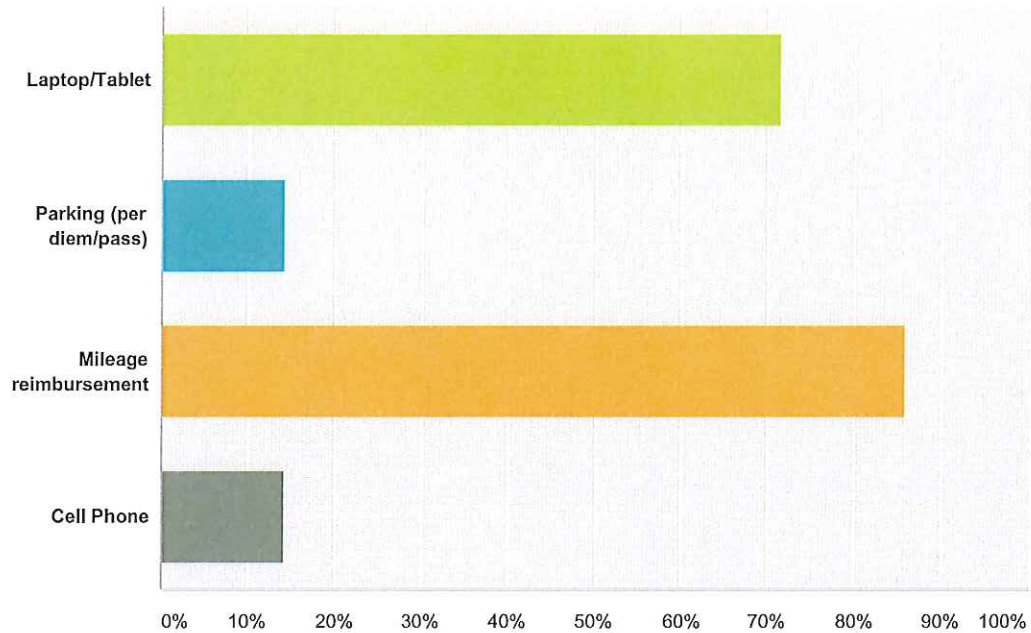


	Employer Paid*	Employee Paid	Do not offer	Total Respondents
Health	16.67% 2	41.67% 5	50.00% 6	12
Dental	16.67% 2	25.00% 3	58.33% 7	12
Vision	0.00% 0	18.18% 2	81.82% 9	11
Life Insurance	22.22% 2	22.22% 2	66.67% 6	9
Deferred Compensation Plan	0.00% 0	40.00% 4	60.00% 6	10
Employee Assistance Program	36.36% 4	0.00% 0	72.73% 8	11
Other (please comment below)*	50.00% 3	16.67% 1	50.00% 3	6

Elected Officials Compensation and Benefits

Q8 What other benefits do you provide to your Elected Officials? Check all that apply.

Answered: 7 Skipped: 7



Answer Choices	Responses	
Laptop/Tablet	71.43%	5
Parking (per diem/pass)	14.29%	1
Mileage reimbursement	85.71%	6
Cell Phone	14.29%	1
Total Respondents: 7		

Elected Officials Compensation and Benefits

Q9 What is the approximate annual value of each of these benefits (from the previous question) (e.g., Laptop, \$600). If no additional benefits are provided, please skip this question.

Answered: 5 Skipped: 9

Answer Choices	Responses
Laptop/Tablet	80.00% 4
Parking (per diem/pass)	40.00% 2
Mileage Reimbursement	100.00% 5
Cell Phone	60.00% 3
Other	20.00% 1

#	Laptop/Tablet	Date
1	?~\$500	10/19/2015 2:15 PM
2	\$10,000 one-time cost for tablets (no 4G data) for 2016	10/16/2015 11:14 AM
3	not sure on annual value	10/16/2015 8:51 AM
4	\$500	10/16/2015 8:18 AM
#	Parking (per diem/pass)	Date
1	n/a	10/19/2015 2:15 PM
2	N/A	10/16/2015 11:14 AM
#	Mileage Reimbursement	Date
1	IRS rate	10/19/2015 2:15 PM
2	IRS rate paid per mile driven	10/16/2015 2:22 PM
3	\$500 ttl for all aldermen	10/16/2015 11:14 AM
4	\$444	10/16/2015 8:51 AM
5	\$750	10/16/2015 8:18 AM
#	Cell Phone	Date
1	?n/a?	10/19/2015 2:15 PM
2	\$30,600 ttl technology stipend (\$1,800/yr/alderman)	10/16/2015 11:14 AM
3	\$120	10/16/2015 8:51 AM
#	Other	Date
1	\$5,000 ttl for all aldermen for printin (business cards, mailings etc.)	10/16/2015 11:14 AM

Elected Officials Compensation and Benefits

Q10 On average, how much is budgeted each year for training for Elected Officials?

Answered: 11 Skipped: 3

#	Responses	Date
1	\$800 for seminars and conferences	10/21/2015 3:38 PM
2	0	10/21/2015 2:28 PM
3	?not sure - you can contact our CA or Finance Department if you need details	10/19/2015 2:15 PM
4	\$10,000	10/19/2015 10:25 AM
5	\$500	10/18/2015 8:51 AM
6	\$0	10/16/2015 4:30 PM
7	0	10/16/2015 2:22 PM
8	\$500	10/16/2015 11:14 AM
9	\$14,500	10/16/2015 9:44 AM
10	\$17,000	10/16/2015 8:51 AM
11	\$10,000 - Meeting Expense	10/16/2015 8:18 AM

Elected Officials Compensation and Benefits

Q11 On average, how much is spent each year for training for Elected Officials?

Answered: 11 Skipped: 3

#	Responses	Date
1	Varies \$0 - \$400	10/21/2015 3:38 PM
2	0	10/21/2015 2:28 PM
3	?not sure - you can contact our CA or Finance Department if you need details	10/19/2015 2:15 PM
4	\$9,000	10/19/2015 10:25 AM
5	\$100	10/18/2015 8:51 AM
6	\$0	10/16/2015 4:30 PM
7	0	10/16/2015 2:22 PM
8	\$5,000	10/16/2015 11:14 AM
9	\$9,927	10/16/2015 9:44 AM
10	\$13,500	10/16/2015 8:51 AM
11	\$10,000 - Meeting Expense	10/16/2015 8:18 AM

Elected Officials Compensation and Benefits

Q12 What types of training do you offer to your Elected Officials (e.g., in-house classes, attendance at regional conferences, etc.)?

Answered: 11 Skipped: 3

#	Responses	Date
1	Varies	10/21/2015 3:38 PM
2	None that I am aware of.	10/21/2015 2:28 PM
3	in-house, conferences, CVMIC offered classes, ...	10/19/2015 2:15 PM
4	conferences, seminars, etc.	10/19/2015 10:25 AM
5	League Conference, Misc.	10/18/2015 8:51 AM
6	N/A	10/16/2015 4:30 PM
7	WCA seminars and annual conference	10/16/2015 2:22 PM
8	conferences	10/16/2015 11:14 AM
9	conferences	10/16/2015 9:44 AM
10	Attendance at local meetings, state conferences, national conferences	10/16/2015 8:51 AM
11	In-house and regional conferences	10/16/2015 8:18 AM

AN ORDINANCE AMENDING SECTION 2-3 OF THE CHARTER ORDINANCES OF THE CITY OF APPLETON, RELATING TO WARDS.

(Safety and Licensing Committee 10-21-15)

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

Section 1: That Section 2-3 of Article II of the Charter Ordinances of the Municipal Code of the City of Appleton, relating to wards, is hereby amended as follows:

That wherever in Sec. 2-3 of Article II of the Charter Ordinances of the City of Appleton there is reference to a polling place for any ward, that reference is hereby repealed.

Section 2: This is a charter ordinance and shall take effect sixty (60) days after its passage and publication, unless within such sixty (60) days a petition for a referendum is filed pursuant to Section 66.01 of the Wisconsin Statutes in which event this ordinance shall not become effective until approved by a majority of the electors voting thereof.

Dated: November 4, 2015

Timothy M. Hanna, Mayor

Jamie L. Griesbach, Deputy City Clerk

MANAGEMENT AGREEMENT SUMMARY 10/30/15

TOPIC	SECTION	COMMENT
OWNER	Preamble	City of Appleton or its assignee
OPERATOR	Preamble	An entity yet to be formed and solely owned by Appleton Holdings, LLC
HOTEL OWNER	Preamble	Appleton Holdings, LLC
MAINTENANCE & REPAIR	Section 5.6	Operator is responsible for operating costs as approved within annual budget
RENOVATIONS	Section 5.16	Improvements described within PIP completed per PIP September 1, 2016
MANAGEMENT FEE	Section 11.2	Owner shall pay NO MANAGEMENT FEES to Operator
STEADY STATE OF PERFORMANCE	Section 5.17	Operator must make capital improvements to the adjacent owned hotel at the rate of 4% of hotel room revenue on average over a three (3) year rolling period
EC DESIGN AND DEVELOPMENT	Section 3.1 Section 7.2 (a)	Design work related to skywalk connection to Hotel shall be included as part of the \$367,000 fee paid by Hotel Owner.
RESERVE ACCOUNT	Section 9.3 Section 6.1	A Reserve Account will be maintained to cover expenditures for Capital Improvements, Furniture, Fixtures, Equipment and an Operating Reserve. The Reserve Account shall have no annual limit and is to be owned, held and controlled by the Owner; exposure shall be borne by Operator.
CONSTRUCTION COSTS	Section 7.1	Funded through non-taxable bond issuance by the Fox Cities Communities and collateralized by revenues of a hotel tax
BANK ACCOUNT AND DISBURSEMENT OF FUNDS	Article IX	All monies received by Operator in connection with the Exhibition Center shall be held in trust by Operator for the benefit of Owner.
NO REAL ESTATE TAX	Section 6.1(b)	PILOT: Payment In Lieu Of Taxes. It is anticipated that no real estate taxes will be assessed by any governing entity potentially having the power to assess a real or personal property tax against the facility. The Operator will make a PILOT to the Owner.
BUDGET REVIEW & FEES OUTSIDE OF BUDGET	Section 5.2 Section 12.3	Approved annually and reviewed quarterly by Owner
PRIORITY OF PAYMENTS	Section 6.1(b)	<p>Payments from the Operating Account shall be made according to the following schedule:</p> <p>Priority 1 to remittance of tax and other withholding mandated by law and to payment of payroll.</p> <p>Priority 2 to payment of insurance premiums for policies required under Section 12.1 and Section 12.2 when due.</p> <p>Priority 3 to payment of real estate taxes, if any, and other Governmental Requirements.</p> <p>Priority 4 to Expenses (see Section 11.1) accrued and payable, exclusively related to the Exhibition Center.</p> <p>Priority 5 to Owner, PILOT (Payment In Lieu Of Taxes) fee Twenty-FiveThousand and 00/100 (\$25,000.00) Dollars.</p> <p>Priority 6 to Reserve Account with a maximum annual contribution.</p> <p>Priority 7 the first Fifty Thousand and 00/100 (\$50,000.00) Dollars annually shall go to the Exhibition Center for additional advertising and marketing expenses to be decided by the Owner, funds in excess of Fifty Thousand and 00/100 (\$50,000.00) Dollars annually shall be divided sixty percent (60%) to the Exhibition Center for their sole use in advertising and marketing of the Exhibition Center, including the hiring of additional sales staff and forty percent (40%) to the Fox Cities Convention & Visitors Bureau for regional marketing campaigns.</p>
HOTEL STANDARD RATINGS	Article I	The Hotel shall maintain not less than a three star (Forbes Travel Guide) or three diamond (AAA Diamond) rating.

PRIORITY OF USERS	Section 5.5(e) and Exhibit E	<p>The right to use the Exhibition Center should be given to potential Users on the following priority:</p> <p>(1) Users that will attract visitors that will rent the greatest number of hotel rooms community wide. These events will be for multiple consecutive days where the attendees reside beyond commuting distance to the Fox Cities Communities. The highest priority events shall be conventions, conferences, and trade shows. The prime season and times for these types of events shall be reserved for these events until it is no longer reasonable that such an event will use Exhibition Center on a particular date, such that the time prior to the date would not allow for adequate planning for such an event;</p> <p>(2) Users that will attract the greatest number of guests to the Fox Cities Communities where the event is for one or two days but the attendees are likely to reside beyond commuting distance to the Fox Cities Communities;</p> <p>(3) Events held by businesses that are likely to draw attendees from beyond commuting distance to the Fox Cities Communities;</p> <p>(4) Events held by businesses that serve local Users such as their employees or customers that are less likely to draw visitors from beyond commuting distance to the Fox Cities Communities;</p> <p>(5) All other commercial events;</p> <p>(6) Non-commercial events such as weddings or reunions. However, any wedding event shall be approved by a majority vote of the Advisory Committee operating under the ARA as defined in the Cooperation Agreement.</p> <p>(7) Events held by Users that are paying discounted rates below the standard rates established annually.</p>
SUCCESSOR	Section 16.8	<p>In the event of the sale of the Hotel, the Management Agreement would be assigned to the new hotel owner.</p>

MANAGEMENT AGREEMENT BY AND BETWEEN

The City of Appleton or Its Assigns

as OWNER;

[An entity yet to be created solely owned by Appleton Hotel, LLC]

as OPERATOR; and

Appleton Holdings, LLC

as Owner and Operator of the

Paper Valley Hotel (“Hotel Owner”).

TABLE OF CONTENTS

ARTICLE I GLOSSARY OF DEFINED TERMS.....	2
ARTICLE II APPOINTMENT; TERM.....	7
Section 2.1. Appointment; Term.	7
ARTICLE III DESIGN AND DEVELOPMENT.....	8
Section 3.1. Exhibition Center Design and Development.....	8
ARTICLE IV DUTIES OF OWNER.....	8
Section 4.1. General	8
ARTICLE V DUTIES OF OPERATOR.....	8
Section 5.1. General.	8
Section 5.2. Budgets.....	9
Section 5.3. Personnel.	12
Section 5.4. Records.....	14
Section 5.5. Exhibition Center Booking Duties and Booking Policy.....	14
Section 5.6. Maintenance and Repairs for Exhibition Center.	16
Section 5.7. Services and Purchases.	18
Section 5.8. Central Office Services.	19
Section 5.9. Permits.....	19
Section 5.10. Compliance with Law.....	19
Section 5.11. Payment of Taxes; Removal of Liens.	20
Section 5.12. Allowable Free Use by Supporting Municipalities.....	21
Section 5.13. Notice to Owner.....	21
Section 5.14. Transactions with Affiliates	22
Section 5.15. Additional Operating Activities	22
Section 5.16. Renovations	23
Section 5.17. Capital Improvements for Hotel Error! Bookmark not defined.	
ARTICLE VI EXPENSES BORNE BY OPERATOR.....	24
Section 6.1. Priority of Payments Schedule.....	24
Section 6.2. Reimbursement of Operator.....	25
Section 6.3. Expenses to be Borne by Operator	26
ARTICLE VII EXHIBITION CENTER FINANCING, DEVELOPMENT AND CONSTRUCTION.	27
Section 7.1. Exhibition Center Bond Issuance	27
Section 7.2. Physical Connection of Exhibition Center to Hotel (Raised Walkway).	27
ARTICLE VIII ADVERTISING AND MARKETING.....	28
Section 8.1. Advertising and Promotion as Operating Expense.....	28
Section 8.2. Advertising and Promotion.....	28

Fox Cities Exhibition Center Management Agreement
H&C Draft 10-29-15

ARTICLE IX BANK ACCOUNT AND DISBURSEMENT OF FUNDS.....	28
Section 9.1. Accounts.....	28
Section 9.2. Working Capital.....	29
Section 9.3. Reserve Account for Capital (depreciable) Expenses, FF&E Replacement and Additions and Operating Expense Reserve.....	30
ARTICLE X BOOKS, RECORDS AND STATEMENTS.....	32
Section 10.1. Books and Records.....	32
Section 10.2. Monthly Reports	33
Section 10.3. Annual Statements.....	35
ARTICLE XI REVENUE AND EXPENSES	35
Section 11.1. Definitions.....	35
Section 11.2. Management Fees	37
ARTICLE XII INSURANCE	37
Section 12.1. Insurance Carried by Owner	37
Section 12.2. Insurance Carried by Operator	38
Section 12.3. General.....	39
ARTICLE XIII INDEMNIFICATION.....	40
Section 13.1. Indemnification by Operator	40
ARTICLE XIV TERMINATION OF AGREEMENT	41
Section 14.1. Termination.....	41
Section 14.2. Other Termination	41
Section 14.3. Settlement upon Termination.....	41
ARTICLE XV OWNER'S PERFORMANCE OF OPERATOR'S OBLIGATIONS.....	42
Section 15.1. Owner's Performance of Operator's Obligations	42
ARTICLE XVI MISCELLANEOUS	43
Section 16.1. Notices.....	43
Section 16.2. Owner's Right to Inspect.....	43
Section 16.3. Partial Invalidity.....	44
Section 16.4. Time of the Essence	44
Section 16.5. Estoppel Certificate.....	44
Section 16.6. No Partnership, Tenancy, Etc.	44
Section 16.7. Attorneys' Fees.....	44
Section 16.8. Successors.....	44
Section 16.9. No Third Party Beneficiaries.....	45
Section 16.10. Waiver; Entire Agreement.....	45
Section 16.11. Captions.....	45
Section 16.12. Interpretation	45
Section 16.13. Governing Law.....	45
Section 16.14. Further Assurances.....	45

Section 16.15.	Owner's Limited Liability	46
Section 16.16.	Compliance with Equal Opportunity Law and Regulations	46
Section 16.17.	Jury Trial Waiver.....	46
Section 16.18.	Liens.....	46

LIST OF EXHIBITS

The following exhibits attached to this Lease are incorporated by reference herein and are construed to be a part hereof:

Exhibit A	Legal Description
Exhibit B	Multi-year Pro-forma Revenue and Expenses and Form for Future Use
Exhibit C	Form Assignment Agreement
Exhibit D	Reports
Exhibit E	Exhibition Center Booking Policy

MANAGEMENT AGREEMENT

THIS MANAGEMENT AGREEMENT (this "Agreement") is made as of _____, 2015, between CITY OF APPLETON, WISCONSIN, a Wisconsin municipal corporation ("Owner") or its assigns; [An entity yet to be formed solely owned by the Appleton Holdings LLC], a Wisconsin limited liability company ("Operator") and Appleton Holdings, LLC, a Delaware Limited Liability Company registered in the State of Wisconsin as a foreign limited liability company, as the owner and operator of the Paper Valley Hotel ("Hotel Owner").

RECITALS

A. The Fox Cities Communities, CITY OF APPLETON, WISCONSIN, a Wisconsin municipal corporation and political subdivision ("Appleton"), the CITY OF KAUKAUNA, WISCONSIN, a Wisconsin municipal corporation and political subdivision ("Kaukauna"), the CITY OF NEENAH, WISCONSIN, a Wisconsin municipal corporation and political subdivision ("City of Neenah"), the VILLAGE OF KIMBERLY, WISCONSIN, a Wisconsin municipal corporation and political subdivision ("Kimberly"), the VILLAGE OF LITTLE CHUTE, WISCONSIN, a Wisconsin municipal corporation and political subdivision ("Little Chute"), the TOWN OF GRAND CHUTE, WISCONSIN, a Wisconsin municipal corporation and political subdivision ("Grand Chute"), the TOWN OF NEENAH, WISCONSIN, a Wisconsin municipal corporation and political subdivision ("Town of Neenah"), the TOWN OF MENASHA, WISCONSIN, a Wisconsin municipal corporation and political subdivision ("Town of Menasha"), the CITY OF MENASHA, WISCONSIN, a Wisconsin municipal corporation and political subdivision ("City of Menasha"), and the VILLAGE OF SHERWOOD, WISCONSIN, a Wisconsin municipal corporation and political subdivision ("Sherwood"), collectively with Appleton, Kaukauna, City of Neenah, Kimberly, Little Chute, Grand Chute, Town of Neenah, City of Menasha and Town of Menasha, (the "Fox Cities Communities" or "Communities") desire to create an Exhibition Center in the city of Appleton adjoining the Paper Valley Hotel.

B. Appleton Holdings, LLC is the owner of the Paper Valley Hotel and the parent company of Operator.

C. Operator is a wholly owned subsidiary of the Appleton Holdings, LLC formed as a single purpose entity to manage the Exhibition Center.

D. The Fox Cities Communities desire to develop an Exhibition Center adjoining the Paper Valley Hotel for the purposes of promoting tourism to the Fox Cities.

E. Operator and Hotel Owner desire to encourage and facilitate the development of the Exhibition Center to promote tourism by bringing more visitors to the area.

F. Operator, Fox Cities Communities and Hotel Owner, desire to promote tourism and to welcome additional visitors to the Fox Cities Communities.

G. Operator and Hotel Owner desire to have a first-class Exhibition Center as it is in the best interest of the Paper Valley Hotel.

H. The Fox Cities Communities desire that the Paper Valley Hotel enjoys a robust and healthy business because the success of the Hotel and its conference business will be directly tied to the success of the Exhibition Center.

I. Owner, City of Appleton or its assignee, anticipates acquiring fee title to certain land, improvements and personal property that will be developed as an Exhibition Center known as "The Fox Cities Exhibition Center" and situated at a parcel of land adjoining Jones Park on Lawrence Street, City of Appleton, Wisconsin, more particularly described in Exhibit A (collectively, the "Exhibition Center"). The Exhibition Center will be connected by a walkway above Lawrence Street to the Paper Valley Hotel. The Exhibition Center contains exhibition rooms intended to hold meetings and conference gatherings.

J. Operator is presently engaged and experienced in managing facilities similar to the Exhibition Center and has or will obtain all licenses, permits and authorizations required for the operation, maintenance and management of the Exhibition Center.

K. Owner desires to engage Operator as agent to operate, maintain, manage, and conduct day-to-day operations of the Exhibition Center, and Operator desires to accept such engagement, on the terms and conditions set forth herein.

L. Owner, Operator, and Hotel Owner agree to negotiate and enter into a joint and cooperative marketing plan to benefit the Exhibition Center, the Paper Valley Hotel and the Fox Cities Communities.

AGREEMENT

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

ARTICLE I GLOSSARY OF DEFINED TERMS

As used herein, the following terms shall have the meanings ascribed to them below:

"Adjusted Gross Revenue" shall have the meaning set forth in Section 11.1(b).

"Affiliate" shall mean any person or entity that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, Operator or Owner, as the case may be. Control shall be determined by reference to the regulations of the Securities & Exchange Commission.

“Affiliated Entities” shall have the meaning set forth in Section 5.7(c).

“Annual Budget” shall have the meaning set forth in Section 5.2(c).

“Annual Guaranteed Base Fee” shall have the meaning set forth in Section 11.2.

“Architectural Services” shall have the meaning set forth in Section 5.16(b).

“Architectural Services Fee” shall have the meaning set forth in Section 5.16(b).

“Books and Records” shall have the meaning set forth in Section 10.1(a).

“Capital Budget” shall have the meaning set forth in Section 5.2(b)(4).

“Cash Management” shall mean the accounting for the cash held in the Operating Account at the end of each month from operations of the Exhibition Center or any other source, after payment of the expenses pursuant to the Priority of Payments Schedule as identified in Section 6.1. The Parties agree that upon achieving Steady State Performance, the working capital will be maintained at a level of approximately one hundred eighty (180) days of anticipated cash payments, or one-half (1/2) of the operating budget for the year.

“Central Office Marketing Services” shall have the meaning set forth in Section 5.8(b).

“Client” or “Clients” shall mean companies or individuals who rent, license, or otherwise take advantage of the Exhibition Center facilities for purposes of promoting, facilitating or contributing to the promotion of tourism and the encouragement of bringing visitors to the Fox Cities Communities. The use of the exhibition facility by local governments pursuant to intergovernmental agreements related to the exhibition center shall be deemed to be permissible Clients

“Construction Management Services Fee” shall have the meaning set forth in Section 5.16(a).

“Exhibition Center Records” shall have the meaning set forth in Section 5.4(a).

“Expenses” shall have the meaning set forth in Section 11.1(c).

“First-Class” shall mean a standard of operation equivalent to the mean performance level of similarly situated exhibition or conference centers.

“Fiscal Year” shall mean Owner’s fiscal year, which is presently 12 months ending December 31. In the event that this Agreement ends on a date other than the then-current Fiscal Year shall be deemed to end on that date.

“Governmental Requirements” shall have the meaning set forth in Section 5.11(a).

“Gross Revenue” shall have the meaning set forth in Section 11.1(a).

"Hotel Standard" shall mean not less than a three star and three diamond (both definitions noted below shall apply as the Hotel Standard), as defined below according to the following standards (the Four and Five Standards are included for reference and contrast to the minimum required for a Three level designation):

Rating Agency	Five Star/Diamond Definition	Four Star/Diamond Definition	Three Star/Diamond Definition	Notes/Other
Forbes Travel Guide	These exceptional hotels provide a memorable experience through virtually flawless service and the finest of amenities. Staff is intuitive, engaging and passionate, and eagerly goes beyond expectations. The hotel was designed with your comfort in mind, with particular attention paid to craftsmanship and quality of product. A Forbes Travel Guide Five Star property is a destination unto itself.	These hotels provide a distinctive setting, and you will find many interesting and inviting elements to enjoy. Attention to detail is prominent throughout the property, from design concept to quality of products provided. Staff is accommodating and takes pride in catering to your specific needs throughout your stay.	"Recommended Properties" – These well-appointed hotels have enhanced amenities and design that provide a strong sense of location, whether through style or function. They may have a distinguishing design and ambience, or they may be more focused on functionality, providing easy access to local hot spots.	http://www.forbestravelguide.com/about/ratings
AAA Diamond	These establishments reflect the characteristics of the ultimate in luxury and	These establishments are upscale in all areas. Accommodations are progressively	These establishments appeal to the traveler with comprehensive needs. Properties	http://wisconsin.aaa.com/Travel/diamond_ratings.aspx?zip=54913 To be evaluated, properties must first

Fox Cities Exhibition Center Management Agreement
H&C Draft 10-29-15

	sophistication. Accommodations are first class. The physical attributes are extraordinary in every manner. The fundamental hallmarks at this level are to meticulously serve and exceed all guest expectations while maintaining an impeccable standard of excellence. Many personalized services and amenities enhance an unmatched level of comfort.	more refined and stylish. The physical attributes reflect an obvious enhanced level of quality throughout. The fundamental hallmarks at this level include an extensive array of amenities combined with a high degree of hospitality, service, and attention to detail.	are multifaceted with a distinguished style, including marked upgrades in the quality of physical attributes, amenities, and level of comfort provided.	<p>meet 33 essential requirements based on member expectations - cleanliness, comfort, security, and safety.</p> <p>Properties selected for evaluation must demonstrate the strict quality guidelines required to be AAA Approved.</p> <p>Properties that are AAA Approved are assigned a rating of one to five AAA Diamonds, ranging from simple to luxurious.</p> <p>The Diamond ratings indicate the extensiveness of services, amenities, and décor provided.</p>
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“Laws and Regulations” shall have the meaning set forth in Section 5.10(a).

“Lien” shall have the meaning set forth in Section 5.11(b).

“Monthly Reports” shall have the meaning set forth in Section 10.2(a).

“Notice” shall have the meaning set forth in Section 16.1.

“Operating Account” shall mean the account or accounts into which any monies received by Operator from the operation of or otherwise in connection with the Exhibition Center, and amounts funded by Owner as Working Capital, may be deposited pursuant to Section 9.1.

“Operating Budget” shall have the meaning set forth in Section 5.2(b).

“Operating Forecast” shall have the meaning set forth in Section 5.2(b)(5).

“Operator’s Notice Address” shall mean:

[OPERATING ENTITY NAME]
c/o Paper Valley Hotel
Attn: Jay Schumerth
333 W. College Avenue
Appleton WI 54911 USA

With a copy to:

Inner Circle

Attn: Stephen Nalley

Inner Circle Management

618 East South Street, Suite 500

Orlando, FL 32801

"Owner's Bank Account" shall mean a bank account to be designated in writing by Owner for the purpose of receiving the payments due Owner pursuant to Section 9.1(a) and Section 9.2(b).

"Owner's Notice Address" shall mean:

City of Appleton

c/o Mayor Tim Hanna

100 N Appleton Street

Appleton, WI 54911

with a copy to:

"Paper Valley Hotel" means that real property commonly known as the Paper Valley Hotel with a street address of 333 W College Ave, Appleton, WI 54911 and located on tax parcel numbers 312009600 and 312009500 containing 388 rooms, meeting space and restaurants.

"Renovations" shall have the meaning set forth in Section 5.16(a).

"Replacements Budget" shall have the meaning set forth in Section 5.2(b)(3).

"Reserve" or "Reserves" shall mean all funds held in the Reserve Account.

"Reserve Account" shall have the meaning set forth in Section 9.3.

"Service Contract Limit" as referred to in Section 5.7(a) shall mean ten thousand (10,000) dollars to any one company or affiliated companies.

"Service Contracts" shall have the meaning set forth in Section 5.7(a).

"Special Termination Notice" shall have the meaning set forth in Section 14.1(a).

"Steady State Performance" is that period of time starting on the first day of the fourth year after the day that the Exhibition Center holds its first event other than

inaugural or introductory event. A partial year shall be pro-rated for the calendar year where the Steady State Performance date occurs.

“Termination Date”: unless terminated pursuant to Article XIV, this Agreement is intended to be perpetual and “evergreen” without expiration and to run with the ownership of the Paper Valley Hotel.

“Three-Year Budget” shall have the meaning set forth in Section 5.2(g).

“Uniform System” shall mean the “Uniform System of Accounts for Hotels” (11th edition) of the Hotel Association of New York City, Inc., as approved by the American Hotel & Motel Association and as revised from time to time.

“Working Capital” shall mean the excess of current assets over current liabilities, provided that “current” shall be determined according to realization within a 60-day period.

ARTICLE II APPOINTMENT; TERM

Section 2.1. Appointment; Term.

(a) Owner hereby appoints Operator and Operator hereby accepts its appointment as the exclusive operator of the Exhibition Center, and Operator undertakes and agrees to perform all of the services and to comply with all of the provisions of this Agreement upon all of the covenants and conditions hereinafter set forth for a term commencing on the date of this Agreement to expire at midnight on December 31, 2025 (hereinafter “Term”); provided the Term of this Agreement shall thereafter automatically renew for additional three (3) terms of five (5) years unless otherwise terminated as permitted herein (“Renewal Term”). Each Renewal Term will automatically begin unless prior written notice of termination has been received from Owner or Manager as terminating party on or before November 1 of the preceding Term year. For example, to terminate this Agreement three years after the expiration of the Term, written notice of such termination must be received from Owner by Manager on or before November 1, 2028. In the event November 1 falls on a Sunday or legal holiday during the Renewal Term, said written notice must be provided on the day prior to said Sunday or legal holiday or and continuing unless the Agreement is terminated pursuant to Article XIV. Unless otherwise agreed by the parties hereto, and as otherwise set forth herein, there shall not be an increase in charges to the Owner upon any automatic renewal or extension contemplated herein. By its acceptance of this appointment, Operator represents and warrants that (i) it is duly organized, validly existing, in good standing under the laws of the state of its organization, qualified to do business in the state in which the Exhibition Center is located and has all requisite power and authority to enter into and perform its obligations under this Agreement, (ii) the person signing this Agreement for Operator is duly authorized to execute this Agreement on its behalf, and (iii) it has secured and will keep in effect during the term hereof all necessary licenses, permits and authorizations to enable Operator and all agents and employees

acting on its behalf, to perform all of its duties under this Agreement and shall notify Owner immediately should any such license, permit or authorization no longer be in effect or in good standing. All successors or assigns to the Operator shall be subject to the terms of Section 2.1.

ARTICLE III DESIGN AND DEVELOPMENT

Section 3.1. Exhibition Center Design and Development. All design costs associated with the development of the Exhibition Center, including but not limited to civil engineering, geotechnical engineering, environmental assessment and planning, site remediation planning, surveying, structural engineering, electrical engineering, mechanical engineering, architectural planning and design services, and construction management services during the design phase shall be paid by the Owner. The design work related to the skywalk connection to the Paper Valley Hotel shall be included as part of the skywalk fee paid by the Hotel Owner.

ARTICLE IV DUTIES OF OWNER

Section 4.1. General. Owner shall hire the necessary and qualified companies and individuals to complete the design of the Exhibition Center within a reasonable time expending reasonable effort. Owner shall seek input and advice from Operator regarding these decisions but shall not be bound by such advice or input. Owner shall review the budget and expenditures and shall provide feedback within a reasonable period of time to Operator.

ARTICLE V DUTIES OF OPERATOR

Section 5.1. General.

(a) Operator shall operate, manage and maintain the Exhibition Center in a diligent, careful and vigilant manner as an exhibition or conference center of similar size, quality, and type in order to maintain the condition and character of the Exhibition Center and with the primary goal of maximizing the total number of visitors to the Fox Cities Communities and the total hotel room nights for hotels located throughout the Fox Cities Communities. Operator shall provide such facilities and services at the Exhibition Center as are normally provided by operators of similarly situated exhibition or conference centers, consistent with the Exhibition Center's facilities and capacities. Operator agrees to act in accordance with the best standards of exhibition or conference centers located in downtown areas attached to full service hotels to apply prudent and reasonable business practices in Owner's best interests in operating and managing the Exhibition Center, and to take whatever measures are necessary or prudent to provide for the security of the Exhibition Center and its guests. Operator shall use all reasonable efforts to promote the maximum possible amount of profitable trade, commerce and business for the entire Fox Cities Community.

(b) This Agreement is of agency between Owner and Operator. During the term of this Agreement, Operator agrees to supervise and direct the management and operation of the Exhibition Center on behalf of Owner and for Owner's account, in strict accordance with the standards set forth herein.

(c) The parties anticipate that the Operator shall select an audio visual company to provide audio visual equipment and services to facility Clients. The Owner shall approve the contract between the Operator and the Audio Visual Company, with such approval not being unreasonably withheld. The parties anticipate that the contract shall include a clause where the audio visual company shall provide all event specific audio visual equipment. It is anticipated that the Owner shall install a WIFI system, information displays and may install a public address system.

(d) Food and catering shall not be exclusive to any company or vendor. The Operator shall develop a policy for approved food and catering companies with the goal of having and maintaining a list of approved caterers if possible. The Clients of the facility shall have the opportunity to select any food or caterer from the approved caterer list. The approved caterer policy shall be based upon such criteria such as are reasonable and customary in the industry, including but not limited to proper insurance, references and staffing. All policies relating to food and beverage provided pursuant to this Agreement shall be exclusively within the Operator's purview.

Section 5.2. Budgets.

(a) Each year the Operator shall take a survey of similarly situated Exhibition Centers Facilities, such as those facilities identified on Exhibit B to determine the pricing for the use of the exhibition center and related services. The Owner and Operator shall then agree upon a standard pricing scheduling to be effective for the budget year.

(1) The Operator shall have the right to enter into agreements with Clients for the use of the Exhibition Center provided the unit pricing for each event is within twenty percent (20%) of the standard unit rate for each category of revenue.

(2) In the event that Operator desires to accept an event where the pricing falls below twenty percent (20%) of the standard unit rate(s), the Operator shall give notice to the Owner and the Owner shall make a decision, given the totality of circumstances, whether it is in the best interest of the Fox Cities Communities to permit the event.

(b) Within thirty (30) days after the date of this Agreement and on or before June 30 of each year thereafter, Operator shall submit to Owner, for the approval by Owner, all of the following:

(1) A Multi-year Pro-forma Revenue and Expense Statement which shall provide the form for future use is attached hereto as Exhibit B.

(2) a statement of estimated income and expenses in reasonable detail for each month of the ensuing Fiscal Year (or current Fiscal Year with respect to the first such statement) prepared on a form approved by Owner (the "Operating Budget") and including schedules of (i) Exhibition Center rates, (ii) rental levels, (iii) [intentionally deleted], (iv) categories of income, (v) all operating expenses to be incurred in operating the Exhibition Center, including as separate line items amounts budgeted for repairs and maintenance, for advertising and business promotions, and for any item contemplating to an Affiliate of Operator, (vi) other fixed costs and expenses to be incurred in operating the Exhibition Center, including all items included in taxes, rent, insurance, storm water fee, utilities, and additions to any reserve account, and (vii) Cash Management forecast;

(3) detailed budget estimates of monthly replacement expenditures for the ensuing Fiscal Year (or current Fiscal Year with respect to the first such statement) prepared on a form approved by Owner (the "Replacements Budget") and including separate estimates for (i) expenditures for capital equipment not included in FF&E and (ii) expenditures for fixtures, furnishings and equipment;

(4) detailed budget estimates of monthly capital expenditures for the ensuing Fiscal Year (or current Fiscal Year with respect to the first such statement) prepared on a form approved by Owner (the "Capital Budget") and including estimates for expenditures for renovations, alterations, rebuilding, replacements, additions and improvements in and to the Exhibition Center; and

(5) a narrative description of the Operator's plans and goals (the "Operating Forecast"), including a staffing recommendations plan and a detailed marketing plan (specifying, among other things, usual and customary rates), for operating the Exhibition Center for the ensuing Fiscal Year (or current Fiscal Year with respect to the first such statement) and, with respect to the two Fiscal Years thereafter, a forecast by summary category of operational income, expenses and capital requirements. The Operating Forecast shall indicate the source of Operator's information and shall be revised to contain such additional information as Owner and Operator may, from time to time, deem appropriate.

(c) Operator's submission of the Operating Budget, the Replacements Budget and the Capital Budget pursuant to Subsection (b) above shall constitute the "Annual Budget." If Owner shall disapprove the proposed Annual Budget or any portion thereof submitted by Operator in accordance with Subsection (b) above, Owner shall specify with particularity the reasons for its disapproval within ninety (90) days of submittal and Operator shall, after consultation with Owner, submit to Owner a new proposed Annual Budget or appropriate portion thereof within ten (10) days after the date of Owner's disapproval of the same, in form and content reasonably satisfactory to Owner. The foregoing procedure shall be followed until the Annual Budget is fully approved by Owner. Operator shall have ten (10) days to respond to Owner's objection by submitting a revised proposal. Until such time as the newly proposed Annual Budget is approved by Owner, the portion approved, if any, shall become effective and the Annual Budget for the previous Fiscal Year, if available, with such changes as Owner

may designate, shall remain in effect with respect to the portion of the proposed Annual Budget disapproved by Owner. The Annual Budget shall be adopted by November of each year. Notwithstanding the foregoing, portions of the Annual Budget for the previous Fiscal Year shall be subject to the variations permitted under Subsection (d) below. In conjunction with the preparation and approval of the Annual Budget, Owner and Operator shall cooperate to establish an approved Annual Budget that is appropriate for the required standard of operations of the Exhibition Center and for the Exhibition Center's level of occupancy.

(d) During the Fiscal Year covered by the approved Annual Budget, Operator shall use its best efforts to comply with such approved Annual Budget or any portion thereof approved by Owner and shall not deviate therefrom or change the manner of operation of the Exhibition Center, without the prior written consent of Owner. Notwithstanding the foregoing, Owner and Operator acknowledge that the approved Annual Budget will be an estimate of revenue and expense and Operator shall not be required to obtain Owner's prior approval where a budgeted item(s) (by individual expenditure, category or division, or as a whole) as follows: (1) At such time a reasonable person would become aware or anticipate that the budget as a whole has or is likely to exceed approved operating expenses by more than five percent (5%), or (2) for a category or division of operating expense, the operating expenses for that division or category exceed the budgeted amount for that particular category or division by ten percent (10%), (3) for any individual operating expense delineated in the approved operating budget by more than twenty five percent (25%) or (4) which are required to meet emergency conditions as provided in Subsection (h) below. To the extent that revenues do not achieve budgeted levels, Operator shall use its best efforts to decrease Expenses below budgeted levels in a corresponding amount to maintain the level of overall profitability previously budgeted.

(e) The Owner and Operator shall meet quarterly at a time and place designated by the Owner, for the purpose of reviewing Exhibition Center operations including profit and loss statements, Operator's performance, capital expenditures, forecasts of Cash Management for the balance of the current Fiscal Year, and making any revisions to the previously approved Annual Budget required by Owner in its sole discretion in order to maintain or improve the departmental profits and margins as originally budgeted.

(f) Operator shall submit to the Owner along with the proposed Annual Budget, on or before September 1 of each Fiscal Year during the term hereof, the following summaries prepared on a form approved by Owner (the "Three-Year Budget"):

(1) an annual summary of the estimated income and expenses for the ensuing Fiscal Year and the four Fiscal Years thereafter;

(2) an annual summary of the estimated replacement and capital expenditures for the ensuing Fiscal Year and the four Fiscal Years thereafter. Such summary shall include the estimates of (i) expenditures for capital equipment not included in FF&E, (ii) expenditures for fixtures, furnishings and equipment, and (iii)

expenditures for renovations, alterations, rebuilding, additions and improvements in and to the Exhibition Center; and

(3) five (5) year capital improvements plan identifying all capital projects and equipment purchases which provides a planning schedule and identifies options for financing the plan.

(g) Whenever, by reason of circumstances beyond the reasonable control of Operator, emergency expenditures are required to be made to ensure that the standards specified in this Agreement are maintained, Operator may make such emergency expenditures that it deems are reasonable necessary to address the health safety or security of guests to the center or where delay in responding to the physical needs of the facility would increase costs of clean up, remediation, repair or maintenance, not included in the approved Annual Budget, provided that the expenditures for any one such occurrence may not exceed \$5,000.00 without the prior consent of the Owner, unless Owner cannot be contacted through reasonable means for a decision the Operator may proceed with such expenditures as are described in this Section.

Section 5.3. Personnel.

(a) Personnel and Management of Personnel: With respect to personnel, the Operator may, in its reasonable discretion choose to have employees of the Hotel Owner provide some or all of the services contemplated herein. Personnel may include employees of Operator or employees of the Hotel Owner. In the event that the Operator utilizes employees of the Hotel Owner, the Operator shall maintain records that require employees of the Hotel Owner to "clock out" of the Hotel Owner and "clock in" to the Operator so that time personnel spend on Exhibition Center activities shall be separately accounted for. The Operator shall provide information reasonably requested by Owner to be able to discern the cost basis for personnel. In the event the Operator elects to not have its own employees but to contract with the Hotel Owner for personnel, the costs of such personnel shall be a pass through without margin or profit. As part of the annual operating budget the Operator and Owner shall agree on a rate for services provided that shall take into account the equivalent hourly rate paid personnel and benefits, if any, paid by the Hotel. There shall be no overhead or allocation of overhead or central office costs to the wage rates paid by the Owner.

(b) In conformity with the approved Annual Budget, Operator shall employ, train, pay, supervise, promote and discharge all employees (including personnel contracted between Owner and the Hotel Owner) and personnel necessary for the operation of the Exhibition Center, including, without limitation, the general manager, sales manager, controller and food and beverage director of the Exhibition Center (the functions provided by the aforementioned positions may be serviced, at the sole discretion of the Operator, by personnel employed by the Hotel Owner); provided, however, that the employees paid from the Exhibition Center shall not include any persons who are properly the personnel of Operator's central office or hotels other than the Hotel Owner but may include personnel from the Hotel Owner. Operator shall use

due care to select qualified, competent and trustworthy employees and personnel. In the event that a central office staff should reasonably provide services to the Operator for the Exhibition Center, then the Operator, shall, prior to utilizing such person, obtain permission from the Owner for such use with an explanation of how the services are reflected in the operating budget or request and adjustment to the operating budget. Each person so hired by Operator shall be an employee only of the Operator. Operator shall have in its employ, or available to contract with the Hotel Owner, at all times a sufficient number of capable personnel to enable Operator to properly, adequately, safely and economically manage, operate and maintain the Exhibition Center. At no time shall the employees of Operator or Operator and/or any independent contractors engaged by Operator with respect to the Exhibition Center and/or their employees be considered employees of Owner. Operator shall comply in all respects with all federal, state and local Laws and Regulations governing its employees, including, without limitation, workers' compensation, social security, unemployment insurance, hours of labor, wages, working conditions and other employer-employee subjects. Approval of appropriate staffing shall be part of the annual budget review and approval process during which Operator shall provide Owner with staffing recommendations for Owner review and approval in accordance with Section 5.2.

(c) Operator, as the sole employer, shall have the duty and responsibility to negotiate with any labor union lawfully entitled to represent its employees at the Exhibition Center, of such negotiated employment agreements may be operational expenses of the Exhibition Center subject to the express approval of Owner for any such contract, Operator shall keep the Owner fully informed as to the progress of any negotiations and any agreements that are reached. Nothing in this Subsection (c) shall require Operator to employ persons belonging to labor unions. Notwithstanding the foregoing, Operator shall notify the Owner that it has entered into negotiations with any Exhibition Center workers' labor union regarding the wages and working conditions of the Exhibition Center's employees. In addition, Operator shall consult with Owner during the course of any negotiations with such labor union as to terms acceptable to Owner, and shall conduct such negotiations within parameters agreed to by Owner. Operator shall use diligent efforts to settle and compromise all controversies and disputes arising under any labor union contracts affecting the employees of the Exhibition Center upon such terms and conditions as Operator may deem to be in Owner's best interests, provided that no settlement or compromise shall be binding upon Owner unless and until Owner shall have approved the same in writing.

(d) No personnel of the Exhibition Center or of any Affiliated Entities may use services at the Exhibition Center for any period without payment at third party rates unless Operator has obtained Owner's prior written approval.

(e) Without intending to create any rights in or obligations to third parties, Operator guarantees to Owner the full and prompt performance as Operator of all obligations of Operator to Owner or third parties, including without limitation obligations in regard to remittance of tax withholding collections. The design and incorporation of enhanced ADA features such as compliant door handles, ample

signage, delay on elevator, expanded doorways and automatic doors will be incorporated into the design and will need to be maintained.

Section 5.4. Records.

(a) Operator shall supervise and maintain complete books, records, files and documents relating to the operation, management and maintenance of the Exhibition Center, including, without limitation, the Books and Records, pursuant to Article IX and Article X hereof, and all necessary or appropriate receipts, insurance policies, notices of violation, bid documentation, contracts, leases, warranties, employment records, plans and specifications, inventories, correspondence, tenant records, maintenance records and similar records (collectively, the "Exhibition Center Records"). The Exhibition Center Records shall be the sole property of Owner, shall be maintained on non-proprietary systems, and shall be delivered to Owner at any time upon Owner's request. Operator and employees of the Exhibition Center must maintain confidentiality of sensitive information.

(b) As the employer of the personnel at the Exhibition Center, Operator shall prepare and be responsible for the execution and filing of all forms, reports and returns required by all applicable federal, state or local Laws and Regulations in connection with unemployment insurance, workers' compensation, disability benefits, job safety, Immigration and Naturalization Service compliance and reporting, tax withholding, pension, profit-sharing and other employee benefit plans, and Social Security. If any violations of such applicable Laws and Regulations shall occur as a result of any act or omission by Operator, all costs, fines and penalties resulting therefrom, if any, shall be paid by Operator or Operator without reimbursement by Owner. Operator shall prepare and, at Owner's request, be responsible for the execution and filing of all real property and personal property tax returns. If any additional forms are required to be filed by the Owner pursuant to applicable Laws and Regulations, Operator shall be responsible for the preparation of such documents for execution and filing by the Owner. Operator shall prepare for review, approval and, where appropriate, certification by Owner's independent accounting firm, all financial statements as they relate to the operation of the Exhibition Center and information related to the operation of the Exhibition Center for inclusion in Owner's federal and state income tax returns and other governmental filings.

Section 5.5. Exhibition Center Booking Duties and Booking Policy.

(a) The Exhibition Center Booking Policy is contained in Exhibit E, which is attached hereto and made a part hereof.

(b) Operator shall maintain business-like relations with Clients, conference organizers, guests, licensees and concessionaires of the Exhibition Center whose service requests shall be received, considered and recorded in systematic fashion in order to show the action taken with respect to each and, after thorough investigation, report complaints of a serious nature to Owner with appropriate recommendations. If any such complaint may give rise to any criminal liability or

material adverse financial consequence on the part of either Operator or Owner, Operator shall immediately give oral and email notification thereof to Owner, to be followed within forty-eight (48) hours thereafter by a written memorandum outlining the factual basis of such complaint, to the extent known to Operator, together with a copy of any written communication(s) received from the complaining party and any appropriate recommendation.

(c) If requested by Owner, Operator shall negotiate leases, subleases, licenses and concession or other agreements for commercial and office space or outside service arrangements, if any, at the Exhibition Center. If requested by Owner in the particular instance, such leases, subleases, licenses or concessions may be executed by Operator as agent for Owner. Prior to execution, Operator shall submit to Owner for Owner's review and approval, the final form of each lease, sublease, license and concession or other agreement affecting the Exhibition Center.

(d) Operator shall bill and collect with due diligence the fees (including base, percentage and additional fees), charges and other income due from Exhibition Center Client, conference organizers, tenants, concessionaires and other Clients of the Exhibition Center, and enforce compliance with all terms of all leases, subleases, licenses and other agreements by all appropriate means including the following: (i) dispossessing Clients, tenants, licensees or other persons in possession after appropriate legal proceedings if required, (ii) canceling or terminating any lease, sublease, license or concession agreement for breach or default thereof by a tenant, licensee or concessionaire, (iii) engaging collection agencies and/or legal counsel to file and prosecute actions to recover any rent or other income and/or to recover possession of any leased space, and (iv) when appropriate, settling, compromising or releasing such actions; provided, however, that Owner shall approve (A) the cancellation of any lease, sublease, license or concession agreement having an unexpired term of six months or more, (B) the engagement of legal counsel or institution of any legal proceedings, (C) the selection of collection agencies and/or other consultants, and (D) the settlement, compromise and release of any legal proceedings, in each case prior to any such action being taken by Operator, and provided further that any necessary legal fees or costs incurred in legal proceedings approved by Owner shall be borne by Owner, subject to the terms of this Section (c). Operator shall not "write off," forgive or otherwise defer any receivable or rent without the prior written approval of Owner. Operator shall notify Owner in writing of any tenant, licensee or concessionaire more than thirty (30) days in arrears in the payment of rent or other charges or otherwise in default under the terms of its lease, license or concession, as the case may be, and shall recommend such action as Operator deems necessary or advisable to cause the defaulting party to cure the default.

(e) Unless otherwise required by law or directed by Owner, all security deposits collected from tenants shall be deposited in an interest bearing account (separate from the Operating Account) in Owner's name, designating Operator and Owner each as authorized signatories, in _____ or in such other bank selected by Owner.

Section 5.6. Maintenance and Repairs for Exhibition Center.

(a) Operator shall keep the Exhibition Center and the fixtures, furniture and equipment therein in good order, repair and condition, including, without limitation, (i) making necessary and ordinary replacements, improvements, additions and substitutions to the end that the Exhibition Center shall be maintained and furnished as a First-Class commercial Exhibition Center comparable to the standards required of a convention hotel of a grade and quality of not less than the Hotel Standard, in compliance with all applicable Laws and Regulations, if any, (ii) investigating advisable preventive maintenance programs, submitting to Owner recommendations and proposals for such programs and performing such necessary preventive maintenance as shall be approved by Owner in an Annual Budget approval or otherwise in writing, and (iii) routinely inspecting the physical condition, at a frequency which is reasonably reflective to the use of the Exhibition Center. Operator shall not authorize any replacements, improvements, additions or substitutions not included in the approved Annual Budget without the prior written approval of Owner. All such repairs, improvements or replacements shall be made with as little interruption to the operation of the Exhibition Center as is reasonably possible.

(b) If any such repairs or maintenance shall be made necessary by any condition against the occurrence of which Owner has received or is entitled to the benefit of the guarantee or warranty of any contractor or supplier, Operator shall invoke said guaranties or warranties in Owner's or Operator's name.

(c) The following items shall be required of Operator:

(1) On a twenty-four (24) hour a day, three hundred sixty-five (365) day a year basis, provide sufficient staffing to carry out all the Operator's responsibilities and obligations under this Agreement including, without limitation, management, operations, housekeeping, maintenance, administrative services and building security;

(2) Maintain all rooms, FF&E and fixed asset supplies in a clearly first class condition, and repair or replace such items, or cause to be made such repair or replacement, promptly so the Exhibition Center remains first class at all times;

(3) Maintain inventories and replace inventories or make additions thereto so the Exhibition Center remains first class at all times;

(4) Develop, establish and follow a resource conservation program to achieve the energy efficient management and use of Exhibition Center utilities. This program shall include, without limitation, the standard operating procedures for heating and cooling, electrical and water use;

(5) Develop, establish and follow a janitorial cleaning program so as to keep the Exhibition Center and its contents in a clean, sanitary and attractive condition. Such program shall include, without limitation, the janitorial cleaning services set forth in this Agreement;

(6) Keep and maintain drive-way access areas in a clean, safe and first class condition;

(7) Keep sidewalks and entrance ways adjacent to the Exhibition Center clean;

(8) Remove all snow and ice promptly from the drive-way and walking entrances to the Exhibition Center;

(9) Empty all trash and rubbish containers located in the Exhibition Center at least once daily, or more frequently as necessary, and wash such containers in intervals sufficient to maintain the same in a clean, sanitary and attractive condition;

(10) Properly, promptly and courteously process and endeavor to resolve all claims, problems and complaints arising from the use or maintenance of the Exhibition Center;

(11) Inspect periodically and maintain and repair as needed the floors and carpets of the Exhibition Center keeping them clean and evenly covered with the type of service material originally installed thereon or with such a substitute therefore, as shall be in all respects reasonably equal or comparable in quality, appearance and durability, subject to the Operator's performance of its obligations set forth in this Agreement;

(12) Inspect, maintain, repair and clean all lights and lighting fixtures in this Exhibition Center;

(13) Clean all glass, including windows, skylights, in glass-enclosed areas at intervals sufficient to maintain the same in a clean and sightly condition;

(14) Keep all mechanical systems and components in good operating order, operating during all hours the Exhibition Center is open except as necessary for repairs. Lobbies shall be kept clean and sightly and free of refuse, debris and graffiti. The saddles, doors, frames and inside surfaces of the lobbies shall be cleaned as necessary; the floors shall be washed and waxed as needed and carpet areas (if any) shall be vacuumed daily and shampooed as necessary;

(15) Inspect all fire hoses, extinguisher and similar equipment regularly and maintain them in good operating order and condition;

(16) Keep all interior and exterior surfaces of the Exhibition Center clean and sightly and promptly remove all graffiti, posters, stickers and handbills; and

(17) Repaint all peeling or blistered paint.

(18) Obtain a permit from the Outagamie County Health Department and all other government agencies for all areas of the Exhibition Center subject to inspection by such departments and agencies. Operator shall thereafter use best efforts to maintain the highest sanitation rating for such areas.

Section 5.7. Services and Purchases.

(a) Subject to the limitations imposed by the approved Annual Budget, Operator shall in its name procure a minimum of three (3) competitive bids for, negotiate, enter into, administer, pay as an Expense and enforce service contracts (except there shall be no requirements for the Operator to bid the services provided by the Hotel Owner. In exchange for not bidding these services the Operator shall provide transparency of costs for personnel provided by the Hotel Owner, which shall be reviewed and approved under the annual operating budget process) required in the ordinary course of business in operating the Exhibition Center (such permitted contracts, the "Service Contracts"), including without limitation, contracts for water, electricity, gas, telephone, private security, vermin extermination, cleaning, elevator and boiler maintenance, air conditioning maintenance, laundry service, dry cleaning service, trash removal, landscape maintenance, snow removal, window cleaning and all other services which are provided in a First-Class commercial Exhibition Center comparable to the standards required of a convention hotel of a grade and quality of not less than the Hotel Standard and exhibition or conference centers that are similarly situated and operated as First-Class facilities. All authorized Service Contracts may be signed by Operator as a disclosed agent of Owner. Copies of all Service Contracts shall be promptly forwarded to Owner after the execution thereof. With respect to any Service Contract providing labor or materials for the Exhibition Center, Operator shall use all reasonable efforts to obtain a lien waiver from the contractor contemporaneously with the execution thereof. Owner's prior written authorization shall be required for any Service Contract which either (i) provides for aggregate payments of more than the Service Contract Limit or (ii) does not contain a provision permitting the Service Contract to be canceled without penalty by Owner upon thirty (30) days' notice or less. In making arrangements for any Service Contract, Operator shall take full advantage of, and see that Owner receives credit for, all available rebates, commissions, discounts and allowances.

(b) Operator shall supervise and purchase or arrange for the purchase in the most economical manner of all food, beverages, inventories, provisions and supplies which in the normal course of business are necessary and proper for the maintenance and operation of the Exhibition Center. In making arrangements for any purchase, Operator shall take full advantage of, and see that Owner receives credit for, all available rebates, commissions, discounts and allowances.

(c) With respect to any Service Contract (and before any compensation is paid for services performed if no written contract is entered into) or other agreement for the purchase of supplies, equipment or other property proposed to be entered into with or benefiting Operator or any Affiliate of Operator (hereinafter collectively referred to as "Affiliated Entities"), Operator shall disclose such affiliation to

Owner and shall procure at least three independent bona fide bids from entities which are not Affiliated Entities, shall provide Owner with copies of such bids, and shall, and by proposing such contract is automatically deemed to, represent and warrant that (i) the Affiliated Entities will perform the service for the lowest available price and (ii) the bid or price to be charged by the Affiliated Entities is fair, competitive and reasonable.

Section 5.8. Central Office Services.

(a) Operator shall provide, without any separate charge or reimbursement therefor, corporate executive and administrative services in support of the Exhibition Center, including general and executive supervision, consultation, planning, policy making, personnel and employee relations, research and development, and the services of Operator's technical, operational and marketing experts making periodic inspections and consultation visits to the Exhibition Center.

(b) Operator shall also provide on a shared basis with the Hotel Owner or Affiliates of the Operator, various Central Office Marketing Services (the "Central Office Marketing Services"), including: (i) telemarketing research, (ii) national trade show representation, (iii) individually created direct marketing campaigns, and (iv) outdoor and directory solicitations at net rates to Owner. The ordinary expenses of the Central Office Marketing Services, if any, shall be included as part of the operating budget for the Exhibition Center. Operator shall provide Owner with a monthly statement in sufficient detail to support any charges for Central Office Marketing Services allocated to the Exhibition Center, if any, and the calculation of the allocation to the Exhibition Center and Owner shall reimburse Operator for the Exhibition Center's properly allocable share of such Central Office Marketing Services.

Section 5.9. Permits.

(a) Unless Owner specifies otherwise, Operator shall apply for, obtain and maintain in the name of Owner, all licenses and permits required in connection with the management and operation of the Exhibition Center and the facilities located therein, including but not limited to the liquor license and special use permit. Owner shall execute and deliver any and all applications and other documents and otherwise cooperate to the fullest extent with Operator in applying for, obtaining and maintaining such licenses and permits.

Section 5.10. Compliance with Law.

(a) Operator shall comply with and cause the Exhibition Center to comply with and abide by all present and future statutes, laws, rules, regulations, requirements, orders, notices, determinations and ordinances of any federal, state, county or municipal government and appropriate departments, commissions or boards having jurisdiction over the Exhibition Center or the workers employed at the Exhibition Center, including, without limiting the foregoing, the state liquor authority, and the requirements of any insurance companies covering any of the risks against which the Exhibition Center is insured (all of the foregoing are collectively referred to as the "Laws

and Regulations”). If, in any instance, the cost of compliance with any applicable Laws and Regulations exceeds its line item in the approved budget for such item by \$5,000.00 in any instance, Operator shall immediately seek Owner’s consent before authorizing any such expenditure.

(b) In the event Operator receives notice of or becomes aware of a violation or circumstances likely to result in a violation of any applicable Laws and Regulations, Operator shall immediately deliver to Owner written notice of such violation or circumstances and, subject to Owner’s consent where required under Subsection (a) being given, take all remedial action necessary for compliance with such applicable Laws and Regulations; provided, however, that Owner may contest any such violation and, if Owner elects to contest such violation, Operator shall, upon written notice from Owner of Owner’s intent to contest, postpone compliance pending the determination of such contest, if so permitted by such Laws and Regulations.

(c) Operator acknowledges that the City of Appleton has a Firearms and Conceal and Carry policy for all city-owned properties as contained in Municipal Code 10-48.

(d) Operator acknowledges and agrees that Operator shall have an employment policy that prohibits employment discrimination based upon gender identity or gender expression.

Section 5.11. Payment of Taxes; Removal of Liens.

(a) Operator shall, except as provided in Subsection (c) below, pay when due as an Expense all Payment in Lieu of Taxes, taxes, assessments and governmental charges or levies (hereinafter collectively referred to as “Governmental Requirements”) imposed upon the Exhibition Center or upon the operations conducted thereat or upon any of Owner’s property at the Exhibition Center, real, personal or mixed, or upon any part thereof under the Operator’s management and control, including all interest and penalties thereon. As used herein, Governmental Requirements shall include, without limitation, all social security taxes, unemployment insurance taxes, withholding taxes and similar charges imposed on Operator in connection with any employees or personnel of Operator.

(b) Operator shall, except as provided in Subsection (c) below, take all necessary steps to prevent the creation of any claim for lien or encumbrance or security interest (hereinafter collectively referred to as a “Lien”) against the Exhibition Center or any part thereof or any fund, receivable or other asset relating to the Exhibition Center, other than a Lien created or consented to by Owner. In the event a Lien is asserted against the Exhibition Center or any part thereof, Operator shall immediately give Owner notice thereof and shall, within twenty (20) days after such notice is given, take all reasonable steps necessary for contract or removal thereof unless Owner notifies Operator within such twenty (20) day period that (1) Owner wishes to contest such Lien or (2) Owner has consented to such Lien.

(c) Operator shall review the appropriateness of all bills for Governmental Requirements applicable to the Exhibition Center and shall advise Owner of the amount of any Governmental Requirements that should be challenged and, if so, the course of action recommended to obtain a reduction of such Governmental Requirements. If Operator is notified by Owner that Owner intends to contest any Governmental Requirement or Lien upon the Exhibition Center, Operator shall not pay such Governmental Requirement or Lien, but, upon request of Owner, shall set aside the amount necessary to pay such Governmental Requirement or Lien, plus interest and penalties, in an interest bearing reserve account (or shall deposit such amount with a third party if so directed by Owner); provided, however, that if any such interest or penalty payment is imposed on Owner by reason of (1) the failure of Operator to make a payment required to be made by Operator under this Agreement when the funds therefor were available, or (2) the funds therefor were not available and Operator failed to so notify Owner (as required under Section 9.2), such interest or penalty payment shall be immediately paid to Owner by Operator. If requested by Owner, Operator shall institute appropriate protests or challenges to any Governmental Requirement or Lien that Owner desires to contest and all expenses incurred by Operator in contesting or seeking a reduction thereof, including legal, appraisal and accounting fees, if required, shall be considered operating expenses to be borne by Owner to the extent such costs are within the applicable line items in the Annual Budget last approved by Owner or are otherwise approved in writing by Owner.

Section 5.12. Allowable Free Use by Supporting Municipalities. Operator is to grant all municipalities paying the hotel room tax to FCEC Bonds one (1) day per fiscal year use of the Exhibition Center free of rent charges, all other charges and fees will apply. In order to be granted the one (1) free day use of the Exhibition Center, the Municipality must book not more than one hundred twenty (120) days in advance. At the discretion of the Operator, high demand dates, seasons or months may be restricted because first priority shall be granted to revenue generating Clients of the facility.

Section 5.13. Notice to Owner. Operator shall promptly notify Owner in writing:

(a) in the event that the condition of the Paper Valley Hotel or any part thereof fails to comply with the Hotel Standards as contained in this or the agreement between the Hotel Owner and hotel's current "flag" (the brand under which the Hotel operates), (after any cure period has expired without compliance or while the Hotel Owner has a good faith dispute with Radisson respecting its obligations under the agreement, then no notice shall be given until such good faith dispute is resolved and the dispute continues), or any applicable Laws and Regulations, or the provisions of any other agreement relating to the Exhibition Center (including this Agreement);

(b) upon receipt by Operator of any notice, demand or similar communication with respect to any obligation of Owner under applicable Laws and Regulations, leases, subleases, licenses, concession agreements or any other agreement relating to Owner, the Exhibition Center, or any portion thereof;

(c) upon receipt by Operator of any summons, notice, demand or similar communication regarding any action or threatened action at law or in equity or before any regulatory body relating to Owner, the Exhibition Center, or any portion thereof;

(d) upon receipt by Operator of a statement of the amount of any Governmental Requirements;

(e) upon receipt by Operator of any notice or communication from an insurance carrier regarding insurance coverage or the insurability of the Exhibition Center;

(f) in the event Operator makes an emergency expenditure pursuant to Section 5.2(h);

(g) upon receipt by Operator of any notice of any threatened or pending condemnation, rezoning or other governmental order, proceeding or lawsuit involving the Exhibition Center; or

(h) upon receipt by Operator of any notice or communication of any nature, written or oral, which may have a material adverse effect on the Owner or the Exhibition Center.

Section 5.14. Transactions with Affiliates. In its management and operation of the Exhibition Center, subject to the provisions of Section 5.7(c), Operator shall not purchase goods, supplies and services from or through any of its Affiliated Entities without express authorization from Owner after disclosure of all material terms of the affiliated relationship and the consideration received by them. Unless clearly set forth as a separate item for transactions with Affiliates in the proposed Annual Budget and approved as part of the Annual Budget, Operator shall not pay, or permit or cause to be paid, to any such Affiliated Entities a fee, rebate, discount or other consideration for the negotiation of contracts, the purchase from independent suppliers of goods, supplies and services, or other act pursuant to Operator's agency hereunder without Owner's prior written authorization.

Section 5.15. Additional Operating Activities. Operator shall perform the following additional operational activities:

(a) Upon development and the initiation of operations of the Exhibition Center, Operator shall conduct and submit to Owner, at Operator's expense, a full inventory and audit of all cash and assets (FF&E shall receive a complete audit and inventory while and consumable products shall be accounted for as part of the operating budget) at the Exhibition Center (excluding any assets of conference organizers, conference attendees, guests, tenants, licensees and concessionaires). Such inventory and audit shall include, among other things, detailed reports on the quantities, qualities and conditions of the FF&E assets on hand. The audit shall include a reasonable estimate of the quantity of consumable items anticipated to be used during a certain period. Consumable items include toilet paper, paper towels, and cleaning supplies.

There shall be no obligation to provide detail audits of the qualities and conditions of the consumable assets.

(b) If requested by Owner, Operator shall use diligent efforts to determine if any hazardous or toxic substance or waste is being used, released, disposed or discharged at or from the Exhibition Center, including, without limitation, the engagement of professional environmental engineers to perform such environmental studies or tests as may be approved by Owner. Operator shall promptly notify Owner of any possible contamination, damage or liability arising from the use, presence, disposal or release of any hazardous or toxic substance or waste at, from or nearby the Exhibition Center. If any hazardous or toxic substance or waste is discovered at the Exhibition Center, Operator shall not disturb, release or dispose of (or permit to be disturbed, released or disposed of) any such hazardous or toxic substance or waste except in strict compliance with a remediation and/or removal program approved by Owner.

(c) Operator shall prepare a life safety plan complying with all applicable Laws and Regulations, to be used in the event of fire or other casualty at the Exhibition Center. Upon Owner's approval of such plan, Operator shall give appropriate notice thereof to all tenants, guests and concessionaires of the Exhibition Center.

(d) Operator shall prepare a written waste recycling plan for the Exhibition Center. If approved by Owner, Operator shall implement such plan and shall submit energy and water consumption reports of the Exhibition Center, if, as and when requested by Owner.

(e) Operator shall perform any other service or activity incidental to the normal and professional operation of a property of a similar type and character to the Exhibition Center or as otherwise reasonably requested from time to time by Owner.

Section 5.16. Renovations.

(a) If requested by Owner, Operator shall provide construction management services in connection with any renovations or refurbishment of the Exhibition Center (collectively, "Renovations"). The scope of such services shall be mutually agreed to by Owner and Operator. As total compensation for construction management services provided by Operator, Owner shall pay Operator a fee (the "Construction Management Services Fee") in an amount equal to three percent (3%) of the aggregate cost to Owner for materials, equipment and labor furnished by third parties with respect to the Renovations, but excluding therefrom the cost of soft goods such as table coverings, window treatments, curtains and draperies and case goods such as furniture, tables, chairs, food service equipment, food service display and serving equipment and apparatuses, display cases, television sets and wall decorations. The Construction Management Services Fee shall be paid upon completion of the Renovations if such Renovations required six months or less. If the Renovations period exceeds six months, the payments shall be monthly based on work completed.

(b) If directed by Owner, Operator shall retain Architectural Services. Architectural Services shall be those services required to obtain all necessary permits to undertake renovations, including engineering and scientific services such as structural engineering, civil engineering, electrical engineering, mechanical engineering and environmental and geotechnical services. Architectural Services Fee shall be the fees approved in advance by the Owner for the Architectural Services.

Section 5.17. Hotel Owner Representations and Warranties Respecting Capital Improvements.

(a) Long-Term Capital Plan: The Hotel Owner represents and warrants that it has entered into an agreement with Radisson for the ongoing capital needs of the Hotel and represents and warrants that the requirements of this plan are adequate to maintain the Hotel Standard required under this Agreement and that the Hotel Owner will satisfy the long term capital plan under the agreement with the Radisson. On a Steady State basis, Operator must make capital improvements to the adjacent owned hotel at the rate and frequency necessary to maintain the property according the Hotel Standard required under this Agreement.

(b) Immediate Capital Plan: The Hotel Owner covenants and agrees to perform the entirety of the improvements required under the Property Improvement Plan ("PIP") revised October 28, 2015 entered into between the Hotel Owner and Radisson. The improvements shall include all of those improvements as described in the PIP within the time-frame established in the PIP, namely September 1, 2016

ARTICLE VI
EXPENSES BORNE BY OPERATOR

Section 6.1. Priority of Payments Schedule.

(a) Subject to the provisions of Article V and Article VI and Section 10.2(d) hereof, all authorized expenses incurred by Operator in performing its obligations under this Agreement shall be borne by Operator and, to the extent funds are available, paid out of the Operating Account. All debts and liabilities to third parties which Operator is authorized to incur as agent under this Agreement are and shall be the obligations of Operator, and Owner shall not be liable for any of such obligations by reason of ownership of the Exhibition Center.

(b) Payments from the Operating Account shall be made in the priority specified in this Section 6.1(b) unless otherwise authorized by Owner in writing. In the event that funds are insufficient to pay all amounts due at any level of priority, payment shall be made according to the following priority levels (liens will not be tolerated):

Priority 1 to remittance of tax and other withholding mandated by law and to payment of payroll.

Priority 2 to payment of insurance premiums for policies required under Section 12.1 and Section 12.2 when due.

Priority 3 to payment of real estate taxes, if any, and other Governmental Requirements.

Priority 4 to Expenses (see Section 11.1) accrued and payable, exclusively related to the Exhibition Center.

Priority 5 to Owner, PILOT (Payment In Lieu Of Taxes) fee, Twenty-Five Thousand and 00/100 (\$25,000.00) Dollars.

Priority 6 to Reserve Account with a maximum annual contribution.

Priority 7 the first Fifty Thousand and 00/100 (\$50,000.00) Dollars annually shall go to the Exhibition Center exclusively for additional advertising and marketing expenses, funds in excess of Fifty Thousand and 00/100 (\$50,000.00) Dollars annually shall be split sixty percent (60%) to the Exhibition Center for their sole use in advertising and marketing of the Exhibition Center, including the hiring of additional sales staff and forty percent (40%) to the Fox Cities Convention & Visitors Bureau for regional marketing campaigns.

Section 6.2. Reimbursement of Operator.

(a) Under the priority of payments, reimbursement of Operator will fund under Expenses. Reimbursable expenses of Operator shall be an Expense which shall be paid by Operator as an operating expense and reimbursable subject to the terms of Section 6.1. As authorized through the operating budget and where the revenue from the Exhibition Center is adequate to cover the operating expenses, Operator shall be reimbursed for approved out of-pocket costs and expenses incurred in rendering services to the Exhibition Center to the extent these are provided for in the approved Annual Budget or otherwise authorized by this Agreement. Operator shall pay, without reimbursement from Owner except as provided in Subsections (b) and (c) below, the costs of the services described in Section 5.8 and its headquarters/corporate level employees (as distinguished from employees actively engaged on a full-time basis in the direct operation of the Exhibition Center with respect to whom Operator is reimbursed as to all costs as herein provided) who may be engaged in the performance of duties under this Agreement and those expenses set forth in Section 11.1.

(b) The cost, fees, compensation and other expenses of any persons engaged by Owner or Operator with Operator's authorization to perform duties of a special nature, directly related to the operation of the Exhibition Center (the "Special Services"), including, but not limited to, independent auditors, employment search firms, and the like, shall be operating expenses subject to the Annual Budget as approved by Owner and not the responsibility of the Owner. Such Special Services shall be limited to those matters that are not included in the scope of the duties to be performed by Operator hereunder and which would involve the Owner's engagement of a third party to perform such services. If Owner approves of the use of Operator's headquarters/corporate level employees to provide any such Special Services, and the cost has been identified and approved for Special Services in the Annual Budget, then

the reimbursement to Operator shall be at the per diem salary rate for those personnel but not to exceed the reasonable and customary costs, fees or expenses charged by third parties for such services.

(c) Subject to the limitations of the Travel Budget, which shall be submitted with the operating budget, as the same may be revised from time to time by Owner and Operator; Operator shall be reimbursed for any travel expenses of Operator's central office employees providing services for the Exhibition Center pursuant to this Agreement.

Section 6.3. Expenses to be Borne by Operator. The following shall be expenses of Operator and shall not be considered Operating Expenses:

(a) Regardless of the revenue generated by the Exhibition Center, the Operator shall pay Priority 1, Priority 2, Priority 3, Priority 4, and Priority 5 expenses. It is anticipated that the Operator will pay Priority 1, Priority 2, Priority 3, Priority 4, and Priority 5 expenses out of their own pocket without the potential for reimbursement if revenues are insufficient to cover reimbursement in proportion to the amounts due.

(b) All costs, expenses including those potentially reimbursable expenses described in Section 6.2 until such time as the revenue from the Exhibition Center is adequate to cover all operating expense, salaries, wages or other compensation of any regional or other headquarters/corporate level employees of Operator, excepting only employees who are regularly employed full-time at the Exhibition Center;

(c) Any expenses for advertising or promotional materials that feature Operator's name or activities;

(d) Operator's overhead or general expenses, including but not limited to telephone, telex, duplicating, stationery and postage expenses incurred at Operator's principal or branch offices, except as may be expressly assumed by Owner pursuant to the terms of this Agreement;

(e) Any travel expenses of Operator's central office employees in excess of the expenses permitted to be incurred under Section 6.2(c);

(f) Any interest or penalty payment with respect to a Governmental Requirement or Lien upon the Exhibition Center imposed on Owner by reason of (1) the failure of Operator to make a payment required to be made by Operator under this Agreement when the funds therefor were available, or (2) the funds therefor were not available and Operator failed to so notify Owner (as required under Section 9.2). Notwithstanding the foregoing, Operator shall not be liable for any such interest or penalty payment relating to Governmental Requirements or Liens contested pursuant to Subsections (b) and (c) of Section 5.11; and

ARTICLE VII
EXHIBITION CENTER FINANCING, DEVELOPMENT AND CONSTRUCTION.

Section 7.1. Exhibition Center Bond Issuance. The construction of the Exhibition Center is to be funded through a non-taxable bond issuance by the Fox Cities Communities and collateralized by revenues of a hotel tax assessed pursuant to Wisconsin State Statute §66.0615. From time to time the terms, covenants and obligations of this Agreement may require amendment to meet all terms of the Exhibition Center bond issuance and or to cure a breach in the loan documents. Parties hereby agree to reasonably amend the Agreement as necessary so Owners remain in compliance.

Section 7.2. Physical Connection of Exhibition Center to Hotel (Raised Walkway). It is necessary to construct an enclosed pedestrian bridge between the Hotel and the Exhibition Center. The Owner and Hotel Owner agree to reasonably cooperate on the following items: design, construct and operate the walkway:

(a) Design: The parties agree to cooperate to prepare a design for the walkway including a determination of the point of connection and the engineering thereof, the specifications of the walkway to move people such as the number and type of escalators and elevators and the walkway size and uses. The details of the design of the walkway shall be determined during the design phase and the Hotel Owner and Owner shall agree upon design details of the walkway with respect to the connection point of the walkway and hotel. Generally, the location of the walkway shall be consistent with the preliminary design sketches as shown in the Building Program dated March 16, 2012 prepared by McCleskey Consulting. The agreement between the Owner and Hotel Owner with respect to the design details shall be memorialized in an easement agreement to be negotiated in good faith between the Owner and Hotel Owner. Both the Owner and Hotel Owner must agree to the design of the connection point between the walkway and the Hotel before construction of the walkway begins.

(b) Construction: The Hotel Owner agrees to grant a construction easement for the construction of the walkway and the connection points;

(c) Operation: the Hotel Owner agrees to grant a permanent easement for the walkway extension onto the Hotel property and a joint maintenance agreement for the ongoing maintenance of the walkway.

(d) The Hotel Owner shall contribute Three Hundred Sixty Seven Thousand and 00/100 (\$367,000.00) Dollars toward the construction and design of the walkway. The Owner shall pay for the difference between the actual construction and the Three Hundred Sixty Seven Thousand and 00/100 (\$367,000.00) Dollars contributed by the Hotel Owner. The Hotel Owner shall provide the historical architectural and engineering plans for the Hotel in a form suitable for the preparation of the architectural and design plans to construct the walkway and to connect the walkway into the hotel structure at the expense of the Hotel Owner. The Owner shall pay for the structure and creating a watertight connection to the hotel. The labor and materials to

finish the connection of the walkway to the Hotel shall be undertaken by the Hotel Owner. The walkway finish (from the top of the staircase or escalator shall be the responsibility of the Owner. The area below the top stair shall be the responsibility of the Hotel Owner to finish.

ARTICLE VIII
ADVERTISING AND MARKETING.

Section 8.1. Advertising and Promotion as Operating Expense. Subject to compliance with the approved Annual Budget and the prior written approval of Owner as to the form and substance of any advertisement or promotional activities relating to the Exhibition Center, Operator shall arrange and contract and promptly pay for all advertising and promotional activities necessary for the successful operation of the Exhibition Center. This shall include staff to support the advertising and marketing of the Exhibition Center, including but not limited to salespeople. No such advertisement shall indicate that Operator owns or has the authority to offer the Exhibition Center for sale nor shall such advertisement otherwise hold Operator out as a broker. Barter programs and similar promotional activities shall be deemed to be included in advertisement and promotion.

Section 8.2. Advertising and Promotion. During the term of this Agreement, pursuant to Section 6.1, contributions will be made for advertising and marketing to benefit the Exhibition Center and the Fox Cities subject to the requirements of Wisconsin Statute 66.0615 requiring that the funds be used for the promotion of tourism. The revenue distributed in accordance with Section 6.1 will be distributed sixty percent (60%) to the Exhibition Center for their sole use in advertising and marketing of the Exhibition Center, including the hiring of additional sales staff; forty percent (40%) to the Fox Cities Convention & Visitors Bureau for regional marketing campaigns.

ARTICLE IX
BANK ACCOUNT AND DISBURSEMENT OF FUNDS.

Section 9.1. Accounts.

(a) All monies received by Operator in connection with the operation of the Exhibition Center, including amounts furnished by Operator to maintain sufficient liquid Working Capital or derived from claims, insurance, or otherwise, shall be received and held in trust by Operator for the benefit of Owner and shall be deposited in an Operating Account in Owner's name, designating appropriately insured representatives of Operator and Owner as authorized signatories, in or in such other bank as is selected by Owner. Such account or accounts shall be maintained in compliance with any requirements then imposed by Owner and government accounting rules and regulations for reserves. Such monies shall not be commingled with other funds belonging to Operator. Any funds received by Operator from capital transactions or from sources (1) other than operations of the Exhibition Center or (2) deposits by Owner, such as insurance and condemnation proceeds and proceeds from the mortgaging, refinancing, or sale of the Exhibition Center, shall be paid promptly to

Owner. Operator shall have the authority to draw on the Operating Account for the purpose of making all disbursements provided for in Article V and pay all other operating expenses of the Exhibition Center permitted to be paid pursuant to the provisions of this Agreement pursuant to the priority of payments contained in Section 6.1; provided, however, that no payment which, under the provisions of this Agreement, requires Owner's consent and approval, or which is not authorized under the Annual Budget approved by Owner, shall be made without Owner's prior written consent, which as the parties have agreed will be their usual and customary course of dealing in all matters relating hereto shall not be unreasonably withheld.

(b) Checks drawn on the Operating Account or other documents of withdrawal from the Operating Account shall be signed by two (2) designated and appropriately insured representatives of Operator approved by Owner. Operator may endorse any and all checks drawn to the order of Owner for deposit into the Operating Account. The Operating Account shall provide that, upon Owner's written direction, Operator and its representatives may be removed as authorized signatories on such account upon termination of this Agreement.

(c) Each bank account must have at least one representative of Owner as an authorized signatory.

Section 9.2. Working Capital.

(a) It is the mutual intention of Owner and Operator that Working Capital be maintained at all times which will be sufficient to make all disbursements provided for in Article V or otherwise approved by Owner so as to permit the uninterrupted and efficient operation of the Exhibition Center in accordance with the Annual Budget approved by Owner. If, at any time during the term of this Agreement, the amount of cash in the Operating Account is determined to be insufficient by Operator, Operator shall give Owner immediate written notice of the amount of such deficiency. Operator shall deposit the amount of the deficiency in the Operating Account within fifteen days after receipt of such notice. The Operator will satisfy the working capital requirements of the Exhibition Center. Working capital shall not include FF&E. At the time the first operating budget is approved, the Operator shall deposit not less than ninety (90) days of working capital. After the Exhibition Center has achieved Steady State, one hundred eighty (180) days of working capital shall be maintained.

(b) To the extent that, at any time during a Fiscal Year, the Owner determines that the cash in the Operating Account exceeds the amount necessary to maintain sufficient Working Capital and all reserve requirements have been satisfied, Operator and Owner shall mutually agree on the timing of payment according Priority of Payments Schedule, Priority 7 marketing funds.

Section 9.3. Reserve Account for Capital (depreciable) Expenses, FF&E Replacement and Additions and Operating Expense Reserve.

(a) During the term of this Agreement, a reserve cash account (the "Reserve Account") shall be established and maintained to cover expenditures for:

1. Capital Improvements: Improvements to the facility that would be depreciable under the Uniform System;

2. Furniture, Fixtures and Equipment: New FF&E that is depreciable under the Uniform System or major repairs to existing FF&E that would be depreciated in the normal course under the Uniform System.

3. Operating Reserve: In the event that the Operator fails to perform its duties under this Agreement or this Agreement is terminated, the Reserve Account shall be available at the discretion of the Owner to be used consistently with the terms of this Agreement.

(a) Contributions to the Reserve Account shall be made according the priority of cash flow pursuant to Section 6.1 and administered according this Section 9.3.

(b) The Reserve Account shall be owned, held and controlled by the Owner.

(c) Disbursements from the Reserve Account shall be subject to the approved Annual Budget and to the requirements of Owner. The Owner shall be under no obligation to disburse funds from the Reserve Account in the event Owner disagrees with Operator with respect to the use of any reserve funds.

(d) An amount shall be contributed at an agreed interval not less than quarterly to the Reserve Account according to Section 6.1 to the extent funds are available from operations of the Exhibition Center revenue. Should there be insufficient funds in the Operating Account to make the contributions, Operator shall notify Owner and Operator may, but shall be under no obligation, to fund the amount necessary to increase the Reserve to an adequate amount to provide for the current capital expenditures pursuant to the approved Annual Budget. It is anticipated that no contribution will be made to the reserve account until the Revenue is adequate to pay all Priority 1, Priority 2, Priority 3, Priority 4 and Priority 5 costs or expenses. Prior to a deposit of funds to the Reserve Account, both Owner and Operator shall certify in writing to the other that all higher priority obligations have been satisfied. Where higher priority obligations remain outstanding, those funds shall not be paid to the Reserve Account until all higher priority payments have been reasonably satisfied. However, to the extent both parties agree that all higher priority payments have been made, the unencumbered (by a potential higher priority payment) funds shall be remitted to the Reserve Account at the earliest date it is reasonably determined by the Owner and Operator that the funds are not needed to satisfy higher priority obligations.

(e) Owner may elect prior to final approval of each Annual Budget to reasonably increase the percentage amount of funding to the Reserve Account for the ensuing Fiscal Year and shall notify Operator in writing of such increase. The maximum balance in the Reserve Account of Eight Hundred Thousand and 00/100 (\$800,000.00) Dollars, a balance that once achieved shall be maintained pursuant to the terms of Article IX.

(f) If the balance of the Reserve Account is below the maximum balance, Gross Revenue shall be paid in accordance with Section 6.1. Once the maximum balance in the Reserve Account is obtained the purpose of the account shall be satisfied.

(g) When a disbursement is made from the Reserve Account, that amount shall be repaid to the Reserve Account according the respective amortization schedule for the expenditure to a maximum of five (5) years. In the event that the repayment cannot be satisfied within this time, the payments to Priority 6 and Priority 7 costs or expenses shall be suspended until the maximum balance of the Reserve Account is satisfied.

(h) The Reserve shall be maintained in a separate account owned, held and controlled by Owner. Funds not required for current expenditure shall be invested by Owner in investments designated by Owner. Interest, if any, accruing on any such funds as well as any proceeds received from the sale of furniture, fixtures and equipment shall be added to the Reserve and at Owner's option may decrease the required funding.

(i) Annually the Reserve maximum balance shall increase by the CPI, urban Midwest. In the event contribution exceeds the maximum, further contributions shall be suspended until the accumulated unallocated balance in the Reserve does not exceed such limit.

(j) Upon deposit of the funds in the Reserve Account the Reserve Account and all the funds held therein shall be the sole property of Owner and will not be reimbursed or provided to Operator under any circumstances. Should this Agreement be terminated, the Reserve Account will remain the property of Owner for the exclusive use of the Exhibition Center and its capital or operating needs.

(k) Owner may utilize the Reserves at will for the capital or operational needs of the Exhibition Center, Owner may seek input and advice from Operator but shall not be bound by same. Owner may permit Operator to complete capital improvements or replacements for the Exhibition Center, upon prior written approval by Owner, and following its performance and completion of the work in good and workmanlike manner Owner shall make distributions as stated herein.

(l) Owner shall make disbursements from the Reserve Account to reimburse Operator for capital improvements and replacements as required for

maintenance of the Exhibition Center or at the request of Operator, in accordance with the disbursement procedures set forth in hereof, provided that:

(1) Prior to commencing any capital improvement or replacement, Operator shall notify Owner of their intent and the specific scope of the work to be completed and Owner approve the request in writing;

(2) Owner must be furnished with a certificate, signed by an Officer of Operator that each of the Reserve items to be funded in connection with the disbursement request was performed in a good and workmanlike manner and in accordance with the Requirements of Law and has been paid in full by Operator;

(3) Prior to making any disbursement, Owner may require an inspection of the Exhibition Center, to verify completion thereof, which inspection shall be deemed waived if not completed within five (5) working days after written request of Operator;

(4) Owner may require that Operator provide Owner with any or all of the following: (i) a written lien waiver acceptable to Lender from each party to be paid in connection with the disbursement request; (ii) a search of title to the Exhibition Center effective to the date of the disbursement which shows no Liens; or (iii) an endorsement to the Title Insurance Policy which updates the effective date of such policy to the date of the disbursement and shows no Liens; and

(5) Owner shall have received such other evidence as Owner reasonably requests in connection with its confirmation that each item to be paid in connection with the disbursement request has been completed or performed in accordance with the terms of this Agreement.

(m) Owner, at its option, may make disbursements directly to the supplier or contractor to be paid in connection with the request. Operator's execution of this Agreement constitutes an irrevocable direction and authorization for Owner to make requested payments directly to the supplier or contractor, notwithstanding any contrary instructions from Operator or notice from Operator of a dispute with such supplier or contractor. Each disbursement so made by Owner shall satisfy Owner's obligation under this Agreement.

ARTICLE X BOOKS, RECORDS AND STATEMENTS

Section 10.1. Books and Records.

(a) Operator shall keep accurate, complete and detailed books and records including, without limitation, books of account, tax records, guest records, front office records and other records (hereinafter collectively referred to as the "Books and Records") in which shall be entered fully and adequately every transaction with respect to the operation of the Exhibition Center, all substantially in accordance with the Uniform System, with such exceptions as may be required by the provisions of this Agreement.

The Books and Records shall be kept on the basis of such accounting year (calendar or fiscal) as Owner may direct, and on the accrual method of accounting.

(b) The Books and Records shall be kept at the Exhibition Center; provided, however, that, subject to Owner's prior written approval, certain books and records may be kept at Operator's Principal Office Address pursuant to the adoption of a central billing system or other centralized service. In the event that such a system is proprietary to Operator or licensed by it, Owner shall receive a license for use without charge.

(c) The Books and Records shall be available to Owner and its pre-designated and identified representatives during weekday business hours during off-peak times, from 9:00 a.m. until 5:00 p.m. with seventy-two (72) hours prior written notice for examination, audit, inspection and transcription at the offices, such office to be located in the City of Appleton, Outagamie County, Wisconsin. Operator may maintain such records in the customary, normal and ordinary course of its business as set forth in subsection (b), above at a location of its choosing. However, any examination, audit, inspection and transcription shall not require the Owner to travel outside of the political boundaries of the City of Appleton, Outagamie County, State of Wisconsin. Operator shall maintain such control over the Books and Records as is required to protect them from theft, error, fraudulent activity or use for purposes other than operation of the Exhibition Center. Upon any termination of this Agreement, all of the Books and Records forthwith shall become the property of the Owner and shall be delivered to Owner and shall be provided in a format that is accessible and usable by Owner.

Section 10.2. Monthly Reports.

(a) Operator shall deliver to the Owner on or prior to the 15th day of each calendar month the following (hereinafter collectively referred to as the "Monthly Reports"):

(1) a balance sheet for the Exhibition Center as of the end of the preceding calendar month;

(2) a statement of income and expenses (including all supporting departmental schedules of revenue and expenses) on an accrual basis and showing the results of the operation of the Exhibition Center for the immediately preceding calendar month and Fiscal Year-to-date;

(3) supporting schedules for such preceding calendar month and Fiscal Year-to-date showing (i) a monthly cash summary detailing all cash activity and reconciling beginning and end cash balances, (ii) an aged schedule of delinquent accounts receivable and type of charge and an aged schedule of unpaid bills and accrued expenses, (iii) a payroll list showing the occupation of and wages paid to all employees hired by Operator for purposes of this Agreement, (iv) the detail of all complimentary accommodations or services, and (v) the detail for Central Office

Marketing Services charged pursuant to Section 5.8(b) including the detailed calculation of their allocation;

(4) a variance report including the detailed calculation of their allocation showing results of the operation of the Exhibition Center for the preceding calendar month and Fiscal Year-to-date as compared to the Annual Budget approved by Owner and the same time period of the previous Fiscal Year;

(5) a check register showing all paid invoices indicating date paid, amount paid and check number;

(6) all bank statements and reconciliations;

(7) the cash disbursements journal; and

(8) to the extent not set forth above, those reports and other items described in Exhibit D attached hereto.

(b) Upon request, Operator shall deliver to the Owner the following:

(1) a schedule of computation, funding and uses of Capital and FF&E Reserve Accounts as compared to the approved Annual Budget for capital expenditures by month for the Fiscal Year-to-date;

(2) a reforecast of income and expenses for the remainder of the current Fiscal Year as compared to the approved Annual Budget; and

(3) an Operator's report explaining variances, the basis for reforecasts changes in competition and market conditions and other items as suggested in the Uniform System.

(c) The Monthly Reports shall (1) be prepared in a form satisfactory to the Owner, (2) be certified to the Owner by a financial officer of Operator, (3) be derived from the Books and Records maintained by Operator at the Exhibition Center or at Operator's Principal Office Address, (4) follow the general form set forth in the Uniform System, and (5) be accompanied by such supporting evidence as shall be reasonably required by the Owner. Upon request, Operator shall also furnish to the Owner a statement of changes in financial and cash position and a forecast of changes in financial and cash position.

(d) In the event the Owner wishes to dispute any statement or report as detailed in Subsections (a), (b), or (c) above, the Owner shall give Operator written notice thereof. If Operator and the Owner are not able to reach an agreement on the items disputed by the Owner, the Owner's independent certified public accounting firm shall be retained by the Owner and Operator to audit the Books and Records of the operation of the Exhibition Center to render a report of its findings to Operator and the Owner. Such findings shall be binding on both parties and any necessary adjustments shall be made. In the event such findings result in a variation in favor of the Owner of

3% or more between the total amount of profits or losses originally reported by Operator and the total amount of profits or losses adjusted pursuant to such findings, Operator shall pay all costs of the accounting firm in making its findings. In all other cases, the Owner shall pay for the services of the accounting firm.

Section 10.3. Annual Statements. Within forty-five (45) days after the end of each Fiscal Year during the term of this Agreement, and within 45 days after the termination of this Agreement, Operator shall deliver to the Owner a balance sheet, a statement of income, a statement of changes in financial position, and a statement of cash flow, including all supporting departmental schedules of revenues and expenses, certified, as true, correct and complete by a financial officer of Operator, together with an opinion thereon after a certified audit rendered by a firm of independent certified public accountants selected by the Owner, showing (1) assets employed in the operation of the Exhibition Center and the liabilities incurred in connection therewith during such Fiscal Year, (2) the results of operations of the Exhibition Center during such Fiscal Year, (3) variances to the approved Annual Budget and prior Fiscal Year, and (4) the Gross Revenue and the Adjusted Gross Revenue of the Exhibition Center during such Fiscal Year. Operator shall cooperate with the Owner and its independent certified public accounting firm in connection with the review and certification of the foregoing statements. The cost of preparation of all such balance sheets, statements of change in financial position and profit and loss statements, together with the cost of certification thereof, shall be an operating expense of the Exhibition Center paid by the Owner.

ARTICLE XI REVENUE AND EXPENSES

Section 11.1. Definitions. As used in this Agreement, the following terms shall have the following meanings:

(a) "Gross Revenue" shall mean all income and revenue of every kind resulting from the operation of the Exhibition Center and all of its facilities and received by Owner (or Operator on behalf of Owner), as determined in accordance with the Uniform System, including, without limitation, all income and revenue received related to the use of the Exhibition Center (but not the gross receipts received by such tenants, licensees, concessionaires and other persons); provided, however, that Gross Revenue shall not include any of the following:

- (1) the proceeds of any loan, mortgaging, refinancing, sale or from any other capital transaction of or related to the Exhibition Center;
- (2) any deposits made by Owner; and
- (3) security deposits (except as applied or forfeited)
- (4) insurance and condemnation proceeds

(5) Amounts held in the Reserve Account and any interest or income earned therefrom

(6) Amount necessary to maintain sufficient working capital.

(b) "Adjusted Gross Revenue" shall mean Gross Revenue in any Fiscal Year after deducting the following items (whether paid or unpaid) accruing during such Fiscal Year to the extent included in Gross Revenue:

(1) federal, state and municipal excise, sales and use taxes collected directly from conference attendees, conference organizers, patrons, guests or Clients of the Exhibition Center or as a part of the sales prices of any goods, services or displays, such as gross receipts, admission, cabaret or similar or equivalent taxes;

(2) any vending machine revenues from machines not owned by Owner (other than sales commissions or other remuneration received by Owner with respect to such machines);

(3) the proceeds payable to Owner by reason of any hazard or business interruption insurance policies, title insurance policies or items of a similar nature;

(4) the proceeds of any permanent taking by condemnation or eminent domain by any public or quasi-public authority of all or any part of the Exhibition Center;

(5) any reversal of any contingency or tax reserve;

(6) any cash or credit rebates or refunds paid to conference organizers, conference attendees, patrons, guests, lessees, concessionaires or other Clients of the Exhibition Center, any correction of overcharges, the price of any merchandise given in exchange of other merchandise which does not result in additional income (or, if such exchanges result in additional income, that part of the price of such merchandise equal to the price of the returned merchandise), and any other items of the nature of those items set forth herein;

(7) any allowance for bad debts;

(8) the proceeds to Owner from the sale or other disposition of the Exhibition Center or any part thereof or other assets of Owner not sold in the ordinary course of business;

(9) any payments made directly to Owner to induce it to enter into any lease, agreement or other transaction in connection with the Exhibition Center;

(10) any proceeds from settlement of legal proceedings;

(11) interest on the Reserve; and

(12) travel agents' commissions.

(c) "Expenses" shall mean all operating, maintenance and other costs and expenses of every kind, whether deemed capital or ordinary, resulting from the ownership, operation and maintenance of the Exhibition Center and all of its facilities and incurred by Owner (or Operator on behalf of Owner), as determined in accordance with the Uniform System, including, without limitation, real and personal property taxes and assessments, insurance premiums, ground rent, if any, equipment rentals, fees paid for Central Office Marketing Services and Special Services, franchise fees, if any, the Construction Management Services Fee and the Architectural Services Fee, if any, salaries and wages of Exhibition Center employees and personnel, including payroll taxes and costs of employee benefits, charges (including supplies of every kind) for cleaning and sweeping, common area maintenance charges, merchants' association dues, security guard service, exterminating service, guest transportation, reservation services, the cost of food and beverages sold or consumed, trash and disposal service, heat, air conditioning and utilities (including taxes thereon), water and sewer charge, storm water fees, charges pursuant to Service Contracts, legal fees, accounting and computer expenses, license and permit fees, operating supplies, advertising and promotional expenses, an amount equal to the then applicable percentage of total asset value to cover expenditures for capital improvements and replacements to the furniture, fixtures and equipment of the Exhibition Center, all expenses incurred in connection with the leasing of commercial space at the Exhibition Center, including brokers' and finders' commissions, and payments and expenses in order to induce new tenants to relocate to the Exhibition Center; provided, however, that Expenses shall not include any of the following:

- (1) rental payments under capital leases;
- (2) non-cash items such as depreciation and amortization of fees and expenses; and
- (3) taxes imposed on Owner measured by Owner's income.

Section 11.2. Management Fees. Owner shall pay Operator no management fees. The Annual Guaranteed Base Fee shall be zero and 00/100 dollars (\$0.00).

ARTICLE XII INSURANCE

Section 12.1. Insurance Carried by Owner. Owner shall obtain and shall pay as an Expense, the following insurance coverage in the form of policies which shall name Owner and Operator, Hotel Owner, Owner's ground lessor (if any) as additional named insureds,:

(a) An "all risk" policy (including, at Owner's option, Difference in Conditions coverage which shall include earthquake, flood, collapse and/or sinkhole) insuring all real and personal property, in an amount not less than the full replacement cost value, without coinsurance; such insurance to be written on a stipulated or agreed

amount basis. Operator shall also assist Owner in determining the need to carry additional coverages such as Contingent Liability from Operations of Building Laws, Demolition Cost and Increased Cost of Construction.

(b) Insurance on the Exhibition Center against loss or damage from an accident to and/or caused by boilers, heating apparatus, pressure vessels, pressure pipes, electrical or air conditioning equipment, in such amount as Owner shall deem advisable. Additional provisions providing coverage for removal of contaminated equipment and/or hazardous or toxic substances contained within such equipment to approved disposal sites shall be considered and obtained if deemed appropriate by Owner.

(c) Business interruption insurance against the perils enumerated in Subsections (a) and (b) above, payable to Operator to be expended to satisfy the obligations of the Exhibition Center in amounts determined by Owner.

(d) Workers' Compensation in statutory amounts and Operators' Liability coverage with limits of liability of not less than Five Hundred Thousand and 00/100 (\$500,000.00) Dollars and such similar insurance as may be required by applicable Laws and Regulations for an employer to possess. Operator shall submit in advance to Owner for Owner's approval any workers' compensation dividend, retention or retrospective rating plans covering more than one location, because Operator, as an employer, manages more than one Exhibition Center, along with the allocation formula that is to be applied. In the event Operator fails to do so, Owner shall have the right to reject any penalty or surcharge resulting from such allocation formula.

(e) Fidelity insurance, and money and securities insurance on a blanket basis covering Operator and all employees of Operator who have access to or are responsible for the handling of Owner's funds and tenant security deposits, in such amounts as Owner and Operator shall deem advisable but in no event less than Five Hundred Thousand and 00/100 (\$500,000.00) Dollars. All such policies shall specify that any loss involving funds of Owner shall be payable to Owner.

(f) Insurance providing coverage of the indemnification by Operator contained in Section 13.1, in form and substance acceptable to Owner.

(g) Such additional insurance as is customarily obtained and maintained by prudent owners or operators of similar properties and businesses.

Section 12.2. Insurance Carried by Operator. Operator shall obtain and shall pay as an Expense, the following insurance coverage in the form of policies which shall name Owner, Operator, Hotel Owner and Owner's ground lessor (if any) as additional named insureds, as their interests may appear:

(a) Comprehensive general liability insurance including personal injury; discrimination and humiliation (if available); products and completed operations liability; liquor law liability; blanket contractual liability; advertising liability; automobile liability, including owned, non-owned or hired vehicles; garage liability and garage keeper's legal

liability; marine and wharf liability (if applicable), and having not less than Ten Million and 00/100 (\$10,000,000) Dollars combined single limit coverage for personal injury or death of any one person, for personal injury or death of two or more persons in any one occurrence, and for damage to property resulting from any one occurrence. These policies shall be specifically endorsed to provide that the insurance will be deemed primary.

(b) Business interruption insurance against the perils enumerated in Subsections (a) and (b) above, in amounts determined by Owner.

(c) Workers' Compensation in statutory amounts and Operators' Liability coverage with limits of liability of not less than Five Hundred Thousand and 00/100 (\$500,000.00) Dollars and such similar insurance as may be required by applicable Laws and Regulations for an employer to possess. Operator shall submit in advance to Owner for Owner's approval any workers' compensation dividend, retention or retrospective rating plans covering more than one location, because Operator, as an employer, manages more than one Exhibition Center, along with the allocation formula that is to be applied. In the event Operator fails to do so, Owner shall have the right to reject any penalty or surcharge resulting from such allocation formula.

(d) Fidelity insurance, and money and securities insurance on a blanket basis covering Operator and all employees of Operator who have access to or are responsible for the handling of Owner's funds and tenant security deposits, in such amounts as Owner and Operator shall deem advisable but in no event less than One Million (\$1,000,000) Dollars. All such policies shall specify that any loss involving funds of Owner shall be payable to Owner.

Section 12.3. Waiver of Liability. Neither Operator nor Owner shall assert against the other, and do hereby waive with respect to each other, or against any other entity or person named as additional insured's on any policies carried under this Article XII, any claims for any losses, damages, liability or expenses (including attorney's fees) incurred or sustained by either party on account of injury to persons or damage to property arising out of the ownership, development, construction, completion, operation or maintenance of the insured Property.

Section 12.4. Insurance by Operator. Any insurance provided by Operator under this Article XII may, at its option, be effected under policies of blanket insurance which cover other properties of Operator and its Affiliates, and its pro rata portion of such premiums shall be charged to Owner and promptly reimbursed as an Operating Cost as provided for herein. The calculation of the aforementioned proration shall be provided to the Owner and the Operator shall provide information to support the calculation upon reasonable request by the Owner.

Section 12.5. General.

(a) Certified copies of policies, containing all conditions applying to the Exhibition Center, shall be delivered by Owner or Operator, as the case may be, not

less than 30 days prior to the expiration date of all policies of insurance that must be maintained under the terms of this Agreement. All policies shall contain an endorsement providing a 30-day written notice of cancellation, material change or nonrenewal to Owner and Operator. In addition, all policies shall provide that losses, if any, payable under business interruption policies shall be adjusted with and payable to Owner and Operator as their interests may appear, and losses, if any, payable under property damage policies shall be adjusted with and payable to Owner alone or Owner, after deduction and payment to Operator for of all out-of-pocket expenses and costs attributable to such reimbursed loss.

(b) To the extent waivers of subrogation are acceptable to the carrier, each policy of insurance shall provide by separate endorsement that the carrier shall have no right of subrogation against either party hereto, their agents, employees, officers and directors.

(c) The limits provided for hereunder may be increased from time to time to give effect to increases in current liability exposure and inflationary cost increases. Changes in the amounts and types of insurance provided for hereunder shall be made as part of the Annual Budget review process.

(d) All deductibles applicable to any of the required insurance shall be paid as a Priority 4 obligation.

(e) All insurance shall be written with companies jointly approved by Owner and Operator, and shall be licensed in the state of Wisconsin and rated A with a Financial Size Category XI or better by the latest Best's Insurance Key Rating Guide, unless otherwise approved by Owner.

(f) At Owner's request, Operator shall provide information pertaining to Operator's policies and procedures governing claims, emergency preparedness, loss prevention and allocation of insurance premiums among Exhibition Centers covered by the same blanket policies. Operator shall promptly investigate and make a full written report to Owner and all appropriate insurance carriers regarding all alleged accidents and/or alleged claims for damages relating to the ownership, operation, management and maintenance of the Exhibition Center, including any damage or destruction to the Exhibition Center and the estimated cost of repair, and shall prepare any and all other reports required by any insurance company in connection therewith. Operator shall acquaint itself with all terms and conditions of the policies obtained pursuant to Section 12.1, cooperate with and make all reports required by the insurance carriers and do nothing to jeopardize the rights of Owner and/or any other party insured under such policies.

ARTICLE XIII INDEMNIFICATION

Section 13.1. Indemnification by Operator. Operator and Owner each agree to defend, indemnify and hold each other, as the case may be, free and harmless from

and against all claims, costs, expenses, demands, attorneys' fees and disbursements, suits, liabilities, judgments and damages caused by the negligent acts, omissions, misconduct, or the failure to perform or exercise any of the duties, obligations, powers or authorities of Operator or Owner, Operator's or Owner's employees, or any independent contractor hired by Owner or Operator, and Operator agrees to reimburse Owner upon demand for any monies (including reasonable attorneys' fees and disbursements) which Owner is required to pay for any items which are caused by or arise from the negligent acts, omissions, misconduct, or the failure to perform or exercise any of the duties, obligations, powers or authorities of Operator pursuant to the terms of this Section 13.1. Owner agrees to reimburse Operator upon demand for any monies (including reasonable attorneys' fees and disbursements) which Operator is required to pay for any items which are caused by or arise from the negligent acts, omissions, misconduct, or the failure to perform or exercise any of the duties, obligations, powers or authorities of Owner pursuant to the terms of this Section 13.1. The provisions of this Section 13.1 shall survive the termination of this Agreement.

ARTICLE XIV TERMINATION OF AGREEMENT

Section 14.1. Termination.

(a) Notwithstanding anything to the contrary contained in this Agreement, Owner or Operator may terminate this Agreement for cause, including, without limitation, for any failure by Operator or Owner to observe or perform any or all of the covenants and provisions of this Agreement, immediately upon notice to Operator and without payment of any termination fee or penalty. Prior to Termination the non-breaching party shall give written notice to the breaching party with a ninety (90) day right to cure. In the event the breaching party cures the breach, this Agreement shall continue in full force and effect. However, in the event the breaching party does not cure within the ninety (90) day cure period, this agreement shall terminate 120 days thereafter from the date the notice was received by the breaching party, if uncured as of that date.

Section 14.2. Other Termination. In the event a petition for bankruptcy is filed by or against either Owner or Operator, or in the event that either shall make an assignment for the benefit of creditors or take advantage of any insolvency act, either party hereto may forthwith terminate this Agreement upon written notice to the other.

Section 14.3. Settlement upon Termination.

In the event this Agreement is terminated as herein provided (including an expiration of the term hereof), all obligations of the parties shall cease as of the Termination Date, provided, however, that (1) Operator shall account to Owner with respect to all matters outstanding as of the date of termination and assign to Owner all of its right, title and interest under such agreements, contracts and leases (including the Service Contracts) with respect to the Exhibition Center entered into by Operator on behalf of Owner (other than contracts between Operator and its employees); (2) Operator shall be liable to

Owner for all of Operator's obligations accruing under this Agreement to such Termination Date; (3) Operator shall remove all its property from the Exhibition Center on or before the date of termination; (4) Operator shall transfer to Owner all of the Exhibition Center Records in the custody or control of Operator on or before the date of termination; and (5) Operator shall cooperate with Owner after termination to transfer to Owner or its designee all of Operator's rights under contracts relating to employees of Operator which Owner, in its sole option, decides to accept. Nothing herein mandates or requires that Owner offer employment to any employee of Operator, or if employment is offered, that such employment will be under the same hours, wages and working conditions as existed prior to the termination. In addition, nothing herein mandates or requires that Owner recognize any labor organization that represented Operator's employees. Upon termination, all workers' compensation and unemployment costs as well as all unpaid salaries, vacation pay, sick leave benefits and other accrued benefits, including, without limitation, required payments to multi-employer pension plans or other pension liabilities, shall be payable by Operator as an operating expense of the Exhibition Center unless otherwise mutually agreed to by Owner and Operator. Also, any accrued costs such as advances on salaries and bonus reserves established by Operator and accounted for as prior operating expenses of the Exhibition Center shall be credited to Owner. Where permissible, at termination, at Owner's option, Operator shall transfer to Owner its workers' compensation and unemployment insurance ratings. By terminating this Agreement in accordance with this Article XIV, neither party shall be deemed to have waived any action it might have, in law or in equity, by reason of a breach of or default under this Agreement. Notwithstanding the foregoing, Owner agrees that in the event of a transfer under this Section, 14.3, all the rights and benefits of the transferred employees guaranteed under any Collective Bargaining Agreement shall be continued for the term of this Agreement.

(a) Upon the termination or expiration of this Agreement: (1) to the extent assignable, Operator shall cooperate to transfer to Owner all of Operator's right, title and interest, if any, in and to all restaurant, liquor, and other licenses and permits with respect to the Exhibition Center; and (2) Operator shall peacefully deliver the Exhibition Center and Operating Accounts to Owner. Operator acknowledges that they have no possessory, tenancy, security or lien rights in the Exhibition Center and Owner shall have the rights of equitable enforcement in regard to the delivery of the Exhibition Center and all related property to Owner.

(b) The provisions of this Section 14.3 shall survive the termination of this Agreement.

ARTICLE XV OWNER'S PERFORMANCE OF OPERATOR'S OBLIGATIONS

Section 15.1. Owner's Performance of Operator's Obligations. In the event Operator fails to perform any of its obligations and undertakings hereunder, Owner may, after giving Operator thirty (30) days' prior written notice thereof (unless such default creates an emergency in Owner's sole judgment, in which case no notice need be given by Owner) perform any of Operator's obligations (including payment of any monies due)

and Owner shall be reimbursed in the stead of Operator as set forth herein from the Operating Account for any monies so expended (to the extent there are funds in such Operating Account); provided, however, that except as otherwise set forth herein, any part of such monies expended by Owner which represent penalties, interest or Owner's expenses or costs (including reasonable attorneys' fees) incurred wholly or in part by reason of Operator's default under this Agreement shall not be charged to the Operating Account, but shall be paid by Operator to Owner together with interest at the lesser of (1) the rate of eight percent (8%) per annum or (2) the highest rate of interest permitted by applicable law. Any performance by Owner of any obligation of Operator hereunder shall not be deemed a waiver by Owner of any other right or remedy Owner has under this Agreement or in law or equity by reason of such default or a waiver of any such rights or remedies Owner has by reason of a future default by Operator.

ARTICLE XVI
MISCELLANEOUS

Section 16.1. Notices.

(a) Any and all notices required or which either party herein may desire to give to the other (each, a "Notice") shall be made in writing and shall be given by certified or registered mail, postage prepaid, return receipt requested, or by recognized overnight courier, such as Federal Express or Airborne Express, and shall be deemed to be given on the third business day following the date of posting in a United States Post Office or branch post office or one day after delivery to the overnight courier, and shall be addressed to Operator's Notice Address or Owner's Notice Address, as appropriate. Copies of any Notices (a) terminating this Agreement, (b) asserting any default or claim hereunder or any claim for which Owner is indemnified pursuant to the terms hereof or (c) commencing or relating to any action, suit or proceeding whether against Owner or Operator relating in any way to Operator's or Owner's acts or omissions hereunder or any of Operator's or Owner's activities in respect of the Exhibition Center shall also be sent to City of Appleton, Office of the City Attorney, 100 N. Appleton Street, Appleton, WI 54911-4799 . Either party may, by notice as aforesaid actually received, designate a different address or addresses for communications intended for it.

(b) Notices given hereunder by any party may be given by counsel for such party. The foregoing Notice provisions shall in no way prohibit a Notice from being given as provided in the rules of civil procedure of the state in which the Exhibition Center is located, as the same may be amended from time to time.

Section 16.2. Owner's Right to Inspect. Owner or its designated representative shall have access to the Exhibition Center at any reasonable time during weekday business hours during off-peak times, from the hours of 9:00 a.m. to 5:00 p.m. upon forty-eight (48) hours prior written notice for the purpose of inspecting the Exhibition Center or any portion thereof, protecting same against fire or other casualty, prevention of damage to the Exhibition Center or any portion thereof, or showing the Exhibition Center to prospective purchasers.

Section 16.3. Partial Invalidity. In the event that any portion of this Agreement shall be declared invalid by order, decree or judgment of a court, or governmental agency having jurisdiction, this Agreement shall be construed as if such portion had not been inserted herein, except when such construction would operate as an undue hardship on Operator or Owner or constitute a substantial deviation from the general intent and purpose of such parties as reflected in this Agreement.

Section 16.4. Time of the Essence. It is expressly agreed that time is of the essence with respect to the obligations of Operator under this Agreement.

Section 16.5. Estoppel Certificate. Operator agrees that from time to time upon not less than ten (10) days' prior request by Owner, Operator will deliver to Owner a statement in recordable form certifying (a) that this Agreement is unmodified and in full force and effect (or if there have been modifications that the Agreement as modified is in full force and effect and stating the modifications); (b) that Owner is not in default under any provision of this Agreement, or if in default, the nature thereof in detail; and (c) such other items as Owner may reasonably request.

Section 16.6. No Partnership, Tenancy, Etc. Nothing contained in this Agreement shall be construed to create a partnership or joint venture or relationship of landlord and tenant between Owner and Operator with respect to the Exhibition Center. Notwithstanding anything to the contrary contained herein, Operator shall be solely an agent performing management functions for Owner within the scope of this Agreement. All books, plans, contracts, accounts, receipts, tapes, records and the like maintained by Operator with respect to the operation, leasing or maintenance of the Exhibition Center shall, at all times, be and constitute the property of Owner subject only the obligations of the Owner and the terms of its financing and shall be surrendered to Owner in accordance with the terms hereof, without charge or expense. Nothing herein shall create an agency coupled with an interest and Operator expressly waives any such interest.

Section 16.7. Attorneys' Fees. In the event either party hereto institutes legal action against the other party to interpret or enforce this Agreement or to obtain damages for any alleged breach hereof, the prevailing party in such action shall be entitled to an award of reasonable attorneys' fees.

Section 16.8. Successors. It is the intent of the parties that in the event of the sale of the Hotel that the management agreement would be assigned to the new hotel owner, whether the transaction is a fee simple real estate sale, stock or member interest sale, or any other structure of transaction and that the new owner would assume all of the privileges and duties herein whether as to Hotel Owner or Operator. With respect to any successor:

(a) Operator may not assign its interest under this Agreement or any rights or duties hereunder to any entity or person without the prior written consent of Owner, which consent Owner may not be unreasonably withheld.

(b) Any and all successors shall agree to operate the Hotel to the Hotel Standard as defined herein.

(c) Any and all successors, shall execute an Assignment Agreement, substantially in the form attached hereto as Exhibit C.

(d) The transfer of a majority in interest of the voting stock or general partnership interests in Owner, Operator or Hotel Owner or any material change in the individuals having operating responsibility for Operator shall be deemed an assignment of this Agreement subject to the terms of this Section 16.8. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

Section 16.9. No Third Party Beneficiaries. Owner and Operator acknowledge that this Agreement is solely for their own benefit and, subject to Section 16.8, that of their successors and assigns, and that no third party shall have any rights or claims arising hereunder, nor is it intended that any third party shall be a third party beneficiary of any provisions hereof.

Section 16.10. Waiver; Entire Agreement. No modification, amendment, discharge or change of this Agreement, except as otherwise provided herein, shall be valid unless the same is in writing and signed by the party against which the enforcement of such modification, amendment, discharge or change is sought. No waiver of any breach of any covenant, condition or agreement contained herein shall be construed to be a subsequent waiver of that covenant, condition or agreement or of any subsequent breach thereof or of this Agreement. This Agreement contains the entire agreement between the parties relating to the transactions contemplated hereby, and all prior or contemporaneous agreements, understandings, representations or statements, oral or written, are merged herein.

Section 16.11. Captions. Titles or captions contained in this Agreement are inserted only as a matter of convenience, and for reference only, and in no way limit, define or extend the provisions of this Agreement.

Section 16.12. Interpretation. In interpreting this Agreement, the provisions in this Agreement shall not be construed against or in favor of either party on the basis of which party drafted this Agreement.

Section 16.13. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the state in which the Exhibition Center is located.

Section 16.14. Further Assurances. The parties hereto agree to execute, acknowledge, deliver and record such certificates, amendments, instruments, and documents, and to take such other action, as may be necessary to carry out the intent and purposes of this Agreement.

Section 16.15. Owner's Limited Liability. No general or limited partner in or of Owner, whether direct or indirect, or any direct or indirect partners in such partners or any disclosed or undisclosed officers, shareholders, principals, directors, employees, partners, servants or agents of the Owner or any of the foregoing or any investment adviser of Owner (including any assignee or successor of Owner) or other holder of any equity interest in Owner, shall be personally liable for the performance, of Owner's obligations under this Agreement. i.

Section 16.16. Operator's Limited Liability. No general or limited partner in or of Operator, whether direct or indirect, or any direct or indirect partners in such partners or any disclosed or undisclosed officers, shareholders, principals, directors, employees, partners, servants, attorneys or agents of the Operator or any of the foregoing or any investment adviser of Operator (including any assignee or successor of Operator) or other holder of any equity interest in Operator, shall be personally liable for the performance, of Operator's obligations under this Agreement, unless expressly identified herein.

Section 16.17. Compliance with Equal Opportunity Law and Regulations. During the term of this Agreement, Operator and anyone authorized to act for Operator shall comply with the provisions of Title VIII of the Civil Rights Act of 1968, as amended, and Executive Order 11063; Titles VI and VIII of the Civil Rights Act of 1964 and where applicable, Executive Order 11246, as amended, and all applicable state and local laws. Neither Owner, Operator nor anyone authorized to act for such parties shall, in the rental, lease or sale, in the provision of services or any other manner, discriminate against any person on the grounds of race, color, creed, religion, sex, national origin, or any other basis prohibited by law.

Section 16.18. Jury Trial Waiver. Owner and Operator hereby waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other in respect of any matter arising out of or in connection with this Agreement.

Section 16.19. Liens. This Agreement shall not create an interest in real property and it shall not be recorded in the public records of any jurisdiction. Notwithstanding anything to the contrary contained herein, neither Operator nor any officer, partner, representative or agent thereof shall be entitled to place, file nor record a lien against the Exhibition Center on account of any sums alleged to be due and payable to Operator hereunder.

SIGNATURE PAGE FOLLOWS

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

Owner: City of Appleton, Wisconsin

By: _____
Name: Timothy Hanna
Title: Mayor

By: _____
Name: _____
Title: City Clerk

OPERATOR: [Entity to be Formed]

By: _____
Name: _____
Title: _____

Hotel Owner: Appleton Holdings, LLC

By: _____
Name: _____
Title: _____

EXHIBIT A

LEGAL DESCRIPTION

Legal Description attached.

EXHIBIT A
LEGAL DESCRIPTION

PARCEL NO. 312011600

CSM 5460 LOT 1 VOL 31 DOC 1726114 BEING ALL OF LOTS 1,2,3,4,5,8,9,10, 11 & 12 BLK 8
APPLETON PLAT AND PRT OF VAC EIGHTH ST

PARCEL NO. 312012601

CSM 5460 LOT 2 VOL 31 DOC 1726114 BEING ALL OF LOTS 1,2,3,4,5,8,9,10, 11 & 12 BLK 8
APPLETON PLAT AND PRT OF VAC EIGHTH ST

PARCEL NO. 312012600

CSM 5460 LOT 3 VOL 31 DOC 1726114 BEING ALL OF LOTS 1,2,3,4,5,8,9,10, 11 & 12 BLK 8
APPLETON PLAT AND PRT OF VAC EIGHTH ST

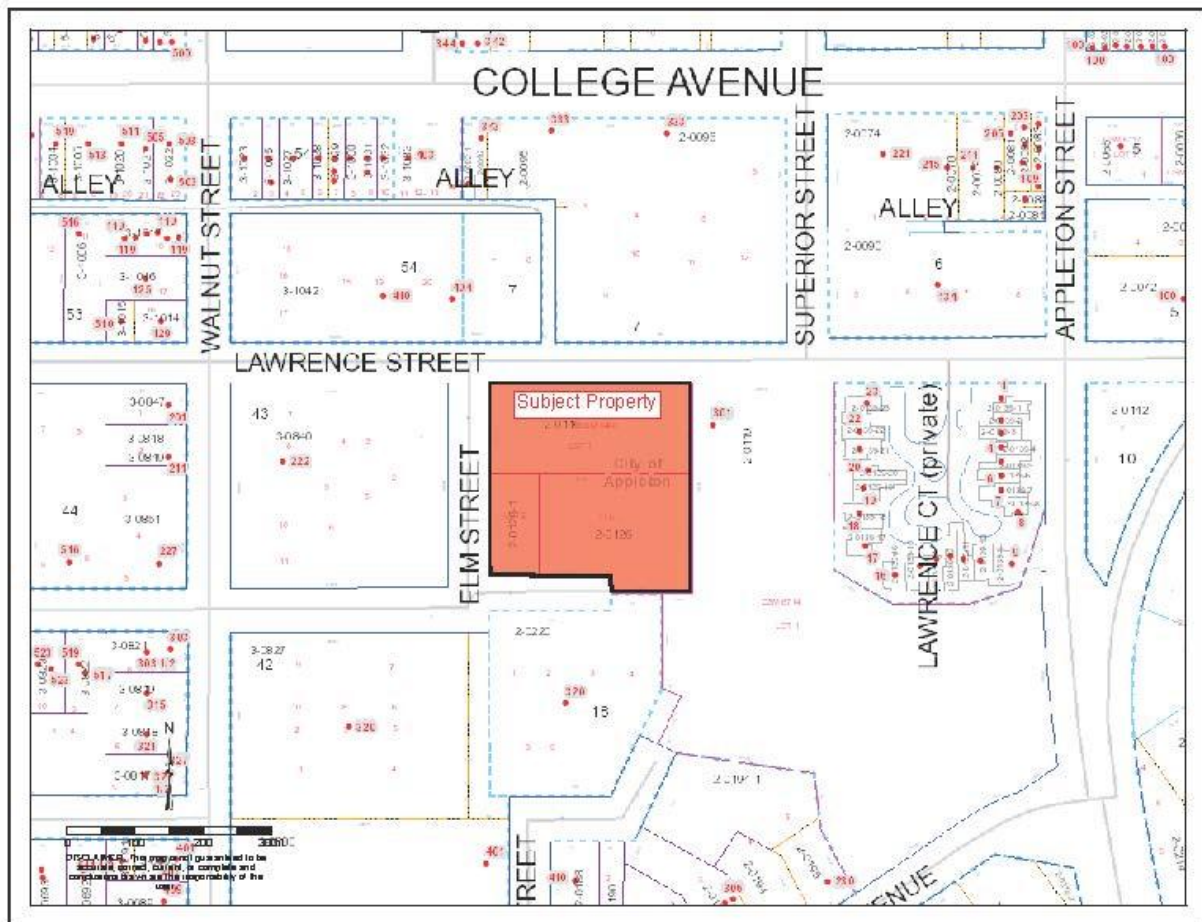


EXHIBIT B

MULTI-YEAR PRO-FORMA REVENUE AND EXPENSES AND FORM FOR FUTURE USE

Fox Cities Exhibition Center

	Year 1	%	Year 2	%	Year 3	%	Year 4	%	Year 5	%
REVENUE										
Room Rental	\$547,305	66.3%	\$1,111,705	67.8%	\$1,218,198	68.2%	\$1,309,757	68.5%	\$1,417,786	68.8%
Audio Visual	\$136,826	16.6%	\$277,926	17.0%	\$304,550	17.1%	\$327,439	17.1%	\$354,447	17.2%
Other	\$141,000	17.1%	\$249,375	15.2%	\$262,500	14.7%	\$275,625	14.4%	\$289,406	14.0%
TOTAL REVENUE	\$825,131	100.0%	\$1,639,007	100.0%	\$1,785,248	100.0%	\$1,912,822	100.0%	\$2,061,639	100.0%
DEPARTMENTAL EXPENSES										
Room Rental	\$142,299	26.0%	\$289,043	26.0%	\$316,731	26.0%	\$340,537	26.0%	\$368,624	26.0%
Audio Visual	\$82,096	60.0%	\$166,756	60.0%	\$182,730	60.0%	\$196,464	60.0%	\$212,668	60.0%
Other	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%
TOTAL DEPARTMENTAL EXPENSES	\$224,395	27.2%	\$455,799	27.8%	\$499,461	28.0%	\$537,001	28.1%	\$581,292	28.2%
GROSS OPERATING PROFIT	\$600,736	72.8%	\$1,183,207	72.2%	\$1,285,786	72.0%	\$1,375,821	71.9%	\$1,480,347	71.8%
UNDISTRIBUTED EXPENSES										
Administrative & General	\$125,257	15.2%	\$229,170	14.0%	\$253,557	14.2%	\$257,385	13.5%	\$261,849	12.7%
Sales & Marketing	\$120,011	14.5%	\$227,560	13.9%	\$233,410	13.1%	\$238,513	12.5%	\$244,466	11.9%
Repairs and Maintenance	\$74,754	9.1%	\$222,170	13.6%	\$226,557	12.7%	\$230,385	12.0%	\$234,849	11.4%
Energy	\$115,518	14.0%	\$139,316	8.5%	\$142,820	8.0%	\$168,328	8.8%	\$164,931	8.0%
TOTAL OPERATING EXPENSES	\$435,539	19.9%	\$818,216	19.9%	\$856,345	19.9%	\$894,610	19.9%	\$906,095	19.9%
GOP	\$165,197	20.0%	\$364,991	22.3%	\$429,442	24.1%	\$481,211	25.2%	\$574,252	27.9%

<i>FIXED COSTS</i>										
Management Fees	\$0	5.0%	\$0	5.0%	\$0	5.0%	\$0	5.0%	\$0	5.0%
Insurance	\$30,000	0.8%	\$32,000	0.8%	\$35,000	0.8%	\$38,000	0.8%	\$40,000	0.8%
Real Estate Taxes	\$0	4.1%	\$0	4.1%	\$0	4.1%	\$0	4.1%	\$0	4.1%
TOTAL FIXED COSTS	\$30,000	16.6%	\$32,000	16.6%	\$35,000	16.6%	\$38,000	16.6%	\$40,000	16.6%
EBITDA	\$135,197	16.4%	\$332,991	20.3%	\$394,442	22.1%	\$443,211	23.2%	\$534,252	25.9%
RESERVE ALLOWANCE	\$33,005	4.0%	\$65,560	4.0%	\$71,410	4.0%	\$76,513	4.0%	\$82,466	4.0%
NET OPERATING INCOME	\$102,192	12.4%	\$267,431	16.3%	\$323,032	18.1%	\$366,698	19.2%	\$451,786	21.9%

EXHIBIT C
FORM ASSIGNMENT AGREEMENT

ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT, dated _____ (this "Agreement"), is made by and between Appleton Holdings, LLC, a Delaware Limited Liability Company registered in the State of Wisconsin as a foreign limited liability company, as the owner of the Radisson Paper Valley Hotel ("Hotel Owner") and _____, a _____ ("Buyer"). All capitalized terms used and not otherwise defined herein shall have the meanings ascribed to such terms in the Management Agreement (as defined below).

WHEREAS, Hotel Owner and Buyer entered into an Agreement for Purchase and Sale of the Paper Valley Hotel, dated as of _____, (the "Purchase Agreement") in connection therewith;

WHEREAS, pursuant to the Management Agreement, the Hotel Owner is to assign, and Buyer is to assume the Management Agreement for the Fox Cities Exhibition Center, dated as of _____ (the "Management Agreement").

WHEREAS, the Hotel Owner desires to assign and transfer to Buyer, and Buyer is willing to accept and assume the rights and obligations of the Hotel Owner under the Management Agreement.

NOW THEREFORE, in consideration of the foregoing, and the mutual covenants herein contained, the parties agree as follow:

1. Assignment. The Hotel Owner, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, does hereby sell, convey, assign, transfer and deliver to Buyer and its successors and assigns, all of its right, title and interest, if any, in and to the Management Agreement.

2. Assumption. Buyer hereby acknowledges that they have read the Operating Agreement in its entirety, and Buyer agrees that Buyer shall be bound by all of the lawful and binding obligations, terms and conditions Hotel Owner expressly set forth in the Management Agreement, including, but not limited to, Section 16.8.

3. Further Assurances. Each party hereto shall execute, deliver, file and record, or cause to be executed, delivered, filed and recorded, such further agreements, instruments and other documents, and take, or cause to be taken, such further actions, and cooperate with the other party as the other party hereto may reasonably request, to effect or evidence the transactions contemplated by this Agreement.

4. Entire Agreement; Amendment. This Agreement, and the Management Agreement to the extent incorporated herein, constitute the entire understanding and agreement among the parties with regard to all matters herein, and there are no other agreements, conditions or representations, oral or written, express or implied, with regard thereto. This Agreement may not be amended by writing or by any other form.

5. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the state in which the Exhibition Center is located.

6. Survival. The acknowledgements, covenants, agreements and obligations hereunder of each of the parties hereto shall survive until satisfied in full.

7. Counterparts. This Agreement may be executed in one or more counterparts, including without limitation by way of facsimile or other electronic transmission (including .pdf files), each of which shall be deemed an original and collectively and separately, constitute one instrument. This Agreement and any amendments hereto, to the extent signed and delivered by means of a facsimile machine or other electronic transmission (including .pdf files), shall be treated in all manner and respects and for all purposes as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. No party hereto shall raise the use of a facsimile machine or other electronic transmission to deliver a signature or the fact that any signature was transmitted or communicated through the use of a facsimile machine or other electronic transmission as a defense to the formation or enforceability of a contract and each such party forever waives any such defense.

8. Benefit and Burden. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

9. Severability. If any provision of this Agreement shall be held invalid, illegal or unenforceable, the validity, legality or enforceability of the other provisions of this Agreement shall not be affected thereby, and there shall be deemed substituted for the provision at issue a valid, legal and enforceable provision as similar as possible to the provision at issue.

10. Incorporation of Recitals. The Recitals set forth above shall be incorporated and made a substantive part hereof by this reference.

11. Terms of the Agreement. The representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

{Signatures begin on the following page.}

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officer on the date first above written.

HOTEL OWNER:

APPLETON HOLDINGS, LLC

By: _____

Name:

Title:

BUYER:

By: _____

Name:

Title

EXHIBIT D

QUARTERLY REPORTING PACKAGE TRANSMITTAL FORM

LETTER TO OWNER (GENERAL MANAGER'S REPORT)

.

PROFIT AND LOSS STATEMENT

.

GENERAL LEDGER TRIAL BALANCE

.

CHECK REGISTER

.

BANK ACCOUNT RECONCILIATION FORMS

.

BANK STATEMENT COPIES

.

CAPITAL EXPENDITURES REPORT/SUMMARY OF FF&E RESERVE

.

AGED RECEIVABLES REPORT

.

MGMT. CO. CHARGEBACKS PER MONTH AND YTD VS. BUDGET

.

SMITH TRAVEL RESEARCH REPORT1

.

SALES & MARKETING PRODUCTIVITY REPORT

.

QUARTERLY REFORECAST FOR CALENDAR YEAR

.

MARKET SEGMENT REPORT

.

QUARTER-END DAILY REVENUE REPORT

.

EXHIBIT E EXHIBITION CENTER BOOKING POLICY

1. STATEMENT OF PURPOSE

The Fox Cities Exhibition Center's primary objective is to support the City's mission of growth and development by providing diverse programming and activities that enhance the quality of life in the community and produce a positive economic impact to the Fox Cities Communities.

When scheduling events at the Fox Cities Exhibition Center, consideration shall be given to the following factors:

- (a) The projected revenue to the Exhibition Center
- (b) The level of economic impact to the community
- (c) The potential of repeat bookings
- (d) The time of year
- (e) The generation of new civic and economic benefits
- (f) The revenues generated by usage are sufficient to reasonably meet the operating expenses of the Exhibition Center
- (g) Event history
- (h) Client's experience in similar facilities

Subject to the above factors, the Fox Cities Exhibition Center requires submission of a Facility Lease Agreement, as a condition of accepting a booking, and use information gained thereby to evaluate the booking on the basis of a client's credit history, financial stability and performance under any prior license agreement(s), or other verifiable factor(s) which may affect the Exhibition Center's objectives, as addressed below.

2. SCHEDULING PRIORITIES

Owner and Operator agree that the objective of the development of the Exhibition Center is to draw visitors that will rent hotel rooms in the Fox Cities Communities. To achieve this objective, the right to use the Exhibition Center should be given to potential Clients on the following priority:

- (a) Clients that will attract visitors that will rent the greatest number of hotel rooms community wide, with a preference for the adjacent hotel and other hotels located in Appleton. These events will be for multiple consecutive days where the attendees reside beyond commuting distance to the Fox Cities Communities. The

highest priority events shall be conventions, conferences, and trade shows. The prime season and times for these types of events shall be reserved for these events until it is no longer reasonable that such an event will use the Exhibition Center on a particular date, such that the time prior to the date would not allow for adequate planning for such an event;

(b) Clients that will attract the greatest number of guests to the Fox Cities Communities where the event is for one or two days but the attendees are likely to reside beyond commuting distance to the Fox Cities Communities;

(c) Events held by businesses that are likely to draw attendees from beyond commuting distance to the Fox Cities Communities;

(d) Events held by businesses that serve local Clients such as their employees or customers that are less likely to draw visitors from beyond commuting distance to the Fox Cities Communities;

(e) All other commercial events;

(f) Non-commercial events such as weddings or reunions. However, any wedding event shall be approved by a majority vote of the Advisory Committee operating under the ARA (Appleton Redevelopment Authority), as defined in the Cooperation Agreement dated November __, 2015 between the Municipalities (the terms contained in the paragraph 2(f) shall be defined as the terms are defined in the Cooperation Agreement).

(g) Events held by Clients that are paying discounted rates below the standard rates established annually. However, in the event the rates are discounted below the standard rates there may be offsetting criteria such as those identified in the priority one and two above that may make the event a desirable event with a high priority. Such determinations shall be made by the Owner, Operator and CVB with the Owner having final say as to the priority for discounted events as described in Section (i) below; and

3. EVENT SCHEDULING

It is intended that the Operator and the Fox Cities Convention & Visitors Bureau, Inc. (CVB) will cooperate in the marketing of the Exhibition Center where both parties will be actively seeking Clients. In the event that Operator and the Convention and Visitors Bureau disagree with respect to the use of the Exhibition Center by a particular Client on a particular date (i.e. CVB proposes a Client that will bring many out of town visitors but at rates the Operator deems undesirable) where the Operator would prefer to keep the proposed date available for Clients that will pay higher rates (for both the Exhibition Center and the room rate), the decision of the Owner shall be final and determinative with respect to the disagreements between the Operator and CVB with respect to event scheduling.

4. SCHEDULING STATUS

(a) Tentative - Facilities and dates may be temporarily held pending the advancement to Firm status or notification of cancellation by either party. Tentative holds shall be confirmed in writing to the client with a specific termination date based on agreement between Client and Exhibition Center.

(b) Firm - Facilities and dates may be held as firm upon receipt of a commitment letter from the event organizer and written confirmation from the Exhibition Center management that dates are confirmed and pending the preparation of a Client use agreement.

(c) Contracted - Facilities and dates are considered confirmed and contracted upon execution of a Client use agreement and receipt of a deposit as outlined in this policy.

5. INSURANCE

All clients are required to provide a certificate of insurance as indicated in the Client use agreement.

6. SPACE, SERVICE, EQUIPMENT, AND SURCHARGE RATES

(a) Space - Areas are charged per the Exhibition Center's rate schedule according to scheduled use. Discounts may be given per the Director's authority.

(b) Utilities/Minimum Cleaning Service - Includes normal and reasonable amounts of lighting, heating, water and/or air conditioning and minor event cleaning services, but only in "normal" and "reasonable" amounts.

(c) Exception: Fox Cities Exhibition Center may provide the following at lower levels and rates during move-in and move-out: utilities, including heating or air-conditioning, cleaning and other building services.

SUMMARY OF

Property Improvement Plan (PIP) for the Radisson Paper Valley Hotel

Who: The Owner of the Radisson Paper Valley Hotel has committed to Carlson Hotels Worldwide, parent company of Radisson, to perform certain improvements to the Radisson Paper Valley Hotel according to the attached PIP.

What: The PIP requires the Hotel Owner to bring the hotel to current Radisson standards in accordance with the requirements of Radisson's Technical Brand Standards (TBS). The PIP includes extensive exterior and interior improvements, including updates to the porte cochere and lobby, meeting rooms, Clubhouse Sports Bar, Vince Lombardi and Orchard Restaurant, Ballroom, Meeting Rooms, Board Room, Pool Facilities, and renovation of every guest room.

Where: The PIP is a comprehensive plan covering the entirety of the property of the Radisson Paper Valley Hotel.

When: The PIP states improvements must be completed by September 1, 2016 which is prior to the opening of the Fox Cities Exhibition Center.

Why: The attached PIP represents a complete update to the Radisson Paper Valley Hotel. This PIP is prompted by the Hotel Owner, Radisson and Hotel's lender to bring the hotel to current specifications.

Important points:

- In addition to the attached PIP, the hotel will have an ongoing obligation to reserve money for continuing capital improvements after the attached PIP is completed. The hotel will follow industry standards of contributing 4% gross revenue on an ongoing basis to the capital needs of the hotel.
- The PIP is comprehensive in that it covers the exterior, interior, lobby, public meeting rooms, restaurants, and ALL guest rooms.

- It should be noted that there is significantly less cost when a hotel owner brings a hotel up to the standard of the flag it has operated under previously as contrasted with moving a hotel from one brand to another, such as changing a hotel from a branded Holiday Inn to a Double Tree. The costs of rebranding are much higher than staying within the same brand.
- It should also be noted that large scale hotel owners that have their own remodeling and construction crews can perform the upgrades at much lower cost than hoteliers without such capability. In addition, large scale hoteliers may enjoy volume discounts for the materials and furniture not enjoyed by smaller scale hoteliers.
- The important point of a PIP is the scope of required work, not the estimated cost. One hotelier may be able to perform similar work at lower cost. Cost estimates can be of little value because it is possible for hoteliers to manipulate costs by spending extravagantly on one aspect of the property while allowing inferior materials to be used in another area. So, the value of a comprehensive PIP is that every area of the hotel will be brought to current Radisson specifications.

Accepted: _____
Date: _____



Radisson Paper Valley Hotel

Appleton, WI

Product Improvement Plan

This Product Improvement Plan ("PIP") identifies some of the improvements that must be made to the Hotel to comply with System Standards. The PIP is not designed or intended to address all construction, renovation or maintenance items required or desired at the Hotel. System Standards are dynamic and will change from time to time as a result of changes in the travel and hospitality industry, guest desires and expectations, Licensor's initiatives and other factors. It is Licensee's responsibility to ensure that the Hotel is properly renovated and maintained and that Licensee complies with all System Standards, as modified from time to time, whether or not identified in this PIP.

Before you undertake any renovation, rebuilding or substantial alteration of the Hotel, you must submit to our Product Management department the proposed preliminary plans, detailed product specifications, design and color scheme boards, and drawings for the project developed by qualified, experienced professionals, including the proposed equipment, furnishings, facilities, landscaping and signage for the Hotel.

In addition to the Technical Brand Standards, Radisson has developed a new Radisson Design Style Guide. This presents a specific and clear design style for all system hotels. This extends beyond current technical design and interior selection criteria and creates a new aesthetic style direction for the Radisson brand. To be approved, the design required in this Product Improvement Plan must meet the new style direction of the Radisson Brand.

In addition to the work identified in this Product Improvement Plan, you must comply with all of the following requirements that apply:

1. You must retain a professional design firm with a minimum 10 years combined experience in the hospitality industry to develop the overall design concept and plan for the work required under this Product Improvement Plan. The name of the design firm you intend to hire, along with its qualifications demonstrating its hospitality design experience within the upscale segment of the market, and other requirements as set forth in the Technical Brand Standards manual, must be submitted to Radisson for approval before the firm commences work. Approval must be obtained within the timeframe indicated in the PIP.
2. To facilitate approval, we have developed a list of pre-approved design firms. We would strongly encourage you to take advantage of this list when hiring for the Product Improvement work included in this report.
3. All interior and/or architectural design work required in this PIP must be submitted for review and approval by Radisson.
4. Submittals are required for each phase as indicated in the PIP. Please refer to the Technical Brand Standards for required submittals for each phase within the PIP. Full submittals are required as outlined. Partial submittals will not be reviewed.
5. Submittals for approval must be sent to:

Technical Services Department
Attention: Manager - Interior Design
Carlson Hotels Worldwide
701 Carlson Parkway, MS 8204
Minnetonka, MN 55305
763-212-3445

6. For alterations that trigger additional requirements of the ADA or other local disability laws, Licensee must require its architects and other certified professionals to provide certifications to Radisson in the required forms for all plans prior to construction and for the completed works.

This PIP is subject to the General Terms and Conditions set forth at the end of the document.

Phase 01: The following improvements must be completed in accordance with the requirements of Radisson's Technical Brand Standards by December 1, 2015. Extended to September 1, 2016.

Status	Date	TBS Reference	Item
General Comments			
		A.10.1	Obtain Radisson approval of a qualified design firm
		A.10.2	Schedule the hotel design kick-off meeting with Radisson to review brand design requirements and project scope/PIP document. Meeting to be held at hotel location.
Exterior and Grounds			
		C.6	Power wash exterior of building to remove all dirt and stains
		C.7d	Provide plans to architecturally upgrade the porte cochere to Radisson for approval
		C.7d	Modernize and upgrade the porte cochere per approved plans
		D.2a.v	Repair all secondary entrance doors to like new condition
Lobby Area			
		D.3g.ii	Install new area rugs
		D.3h.iii	Install new lighting
Administration Area			
		D.5f.i	Install new carpet over pad
		D.5f.iii	Repair or replace all stained or damaged wall treatment to like new condition
All Public Restrooms			
		D.8d.vii	Install a decorative facial tissue dispenser at all vanities
		D.8h.i	Install background music
		D.8l.vi	Install artwork
Conference Area Public Restrooms			
		D.8d.ix	Install new sink(s)
		D.8l.i	Install new vanity
Guest Elevators			
		D.9h.iii	Install new wall treatment

Status	Date	TBS Reference	Item
			Clubhouse Sprots Bar Lounge
		D.11i.i	Install new flooring
		D.11i.ii	Install new base
			Concierge Lounge
		D.11j.i	Install new seating
		D.11j.ii	Install new tables
			Vince Lombardi Lounge
		D.11j.i	Install new seating
		D.11j.v	Refinish the bar/top to like new condition
			Orchard Restaurant
		D.12h.i	Install new flooring
		D.12h.ii	Repair or replace all stained or damaged base to like new condition
		D.12i.ii	Install new banquettes
		D.12i.v	Replace buffet bar top with stone
			Vince Lombardi Restaurant
		D.12h.i	Install new flooring
		D.12i.i	Install new combination arm and armless chairs
			Ballroom Prefunction
		E.1g.i	Install new carpet over a pad
		E.1g.iii	Install new wall treatment
		E.1g.iv	Repair or replace all stained or damaged ceiling treatment to like new condition
		E.1g.vi	Refinish, repair or replace doors and door frames to like new condition
		E.1h.iii	Install new decorative lighting replacing all egg-crate
		E.1h.iv	Install new artwork
			Ballroom
		E.3i.i	Install new carpet over a pad
		E.3i.ii	Repair/refinish or replace all damaged hardwood base to like new condition
		E.3i.iii	Install new wall treatment below chair rail

Status	Date	TBS Reference	Item
			Ballroom
		E.3i.iv	Repair or replace all stained or damaged ceiling treatment to like new condition
		E.3k.iii	Install new decorative lighting replacing all egg-crate
			Meeting Room Prefunction
		E.1g.i	Install new carpet over a pad
		E.1g.ii	Repair or replace all stained or damaged base to like new condition
		E.1g.iii	Install new wall treatment
		E.1g.iv	Repair or replace all stained or damaged ceiling treatment to like new condition
		E.1g.vi	Refinish, repair or replace all doors and door frames to like new condition
		E.1h.iii	Install new lighting replacing all egg-crate
			Meeting Rooms
		E.3j.i	Install new carpet over a pad
		E.3j.ii	Repair/refinish or replace all damaged hardwood base to like new condition
		E.3j.iii	Install new wall treatment below the chair rail
		E.3j.iv	Repair or replace all stained or damaged ceiling treatment to like new condition
		E.3k.iii	Install new decorative lighting replacing all egg-crate
			Board Room
		E.4f.i	Install new carpet over pad
		E.4f.iii	Install new wall treatment
		E.4g.v	Install new artwork
			Pool Recreational Facilities
		F.2h.i	Install new chairs
		F.2h.ii	Install new tables
		F.2h.iv	Enclose all vending or remove
			Guest Room Corridors
		G.1a.vi	Refinish, repair, paint all damaged doors and frames accessible via corridors to like new condition

Status	Date	TBS Reference	Item
			Guest Room Corridors
		G.1e.iii	Repair or replace all stained or damaged wall treatment to like new condition
		G.1f.iii	Install new lighting
			Main Tower Elevator Foyer
		G.2a.i	Install new flooring
		G.2a.ii	Install new base
			Guest Laundry
		G.6h.i	Install a new stone shelf or table
			All Guest Rooms
		H.6h.i	Install new carpet
		H.6h.ii	Install new base
		H.6h.iii	Install new wall treatment
		H.6h.iv	Repair or replace all stained or damaged ceiling treatment to like new condition
		H.6i.ix	Install new ottoman
		H.6i.viii	Install new lounge chair
		H.6i.xii	Install new desk chair
		H.6i.xxvii	Install new artwork
		H.7a	Install new beds to meet Radisson standards
			Main Tower Guest Rooms
		H.6i	Install new casegoods
		H.6i.xvi	Install new sofa or sleeper sofa
		H.6i.xxii	Install new nightstand lamp
		H.6i.xxiii	Install new desk lamp
		H.6i.xxiv	Install new floor lamp
		H.6i.xxv	Remove wet bar
		H.6i.xxv	Install new window treatment
			South Tower Guest Rooms
		H.6i	Install new casegoods
		H.6i.xxii	Install new nightstand lamp

Status	Date	TBS Reference	Item
			South Tower Guest Rooms
		H.6i.xxiii	Install new desk lamp
		H.6i.xxiv	Install new floor lamp
		H.6i.xxv	Install new window treatment
			All Guestroom Baths
		I.1b	Repair bathroom doors and frames to like new condition
		I.1d.i	Install new electrical outlet covers
		I.2a.iii	Install new tub and surround
		I.2a.xvi	Install new shower rod
		I.2b.iii	Install new wall treatment
		I.2b.v	Repair or replace all stained or damaged ceiling treatment to like new condition
		I.2c.ii	Install new mirror with decorative frame where existing is damaged or missing
		I.2c.iv	Install new artwork
		SOP	Install a new hairdryer (minimum 1825 watt)
			Main Tower Guestroom Baths
		I.2c.i	Install new vanity top, splashes, bowl, and apron
			South Tower Guestroom Baths
		I.2c.i	Install new vanity top, splashes, bowl, and apron
			ADA Compliance Certificate
		A.3	Your architect or other certified professional must submit an ADA compliance certificate, acceptable by Radisson, upon completion of renovations

GENERAL TERMS AND CONDITIONS OF PRODUCT IMPROVEMENT PLAN

1. This Product Improvement Plan ("PIP") identifies some, but not all, of the improvements that must be made to the Hotel to comply with System Standards. The PIP is not designed or intended to address all construction, renovation or maintenance items required or desired at the hotel. System Standards are dynamic and will change from time to time as a result of changes in the travel and hospitality industry, guest desires and expectations, Licensor's initiatives and other factors. It is Licensee's responsibility to ensure that the hotel is properly renovated and maintained and that Licensee complies with all System Standards, as modified from time to time, whether or not identified in this PIP. This PIP does not replace, modify, waive or defer Licensee's obligations to comply with the terms of the License Agreement for the hotel, Licensor's renovation requirements and System Standards. Licensee may be required to perform additional work on the Hotel from time to time.
2. **Approval Process:** Once you have reached a clear understanding of the scope of your project, and prior to commencement of renovation work or ordering furniture, fixtures and equipment (FF&E) and/or operating supplies and equipment (OS&E), you must submit the required submittals for renovation items to our Technical Services Department at the following address:

Technical Services Department
Manager – Interior Design
Carlson Hotels Worldwide
701 Carlson Parkway, MS 8204
Minnetonka, MN 55305
763-212-3445

Your submittal should include all items/documents associated with the renovation per submittal requirements for each required Design Review Process phase, as outlined in the Technical Brand Standards manual. Some, but not necessarily all, items requiring submittals are notated by a + symbol on the PIP. Once an item has been approved, it is notated with a * symbol on the PIP. Only full project submittals will be accepted. Partial submittals will not be reviewed and may cause a delay in the review process.

After we have reviewed the submittals, we will confirm our receipt of the required items, along with our approval or list of any concerns or suggestions related to the project. Upon completion of the renovation work as required for each PIP phase, we will have a representative tour the Hotel and confirm adherence to the renovation design documents.

The Hotel's owners and management are solely responsible for ensuring that the Hotel is renovated in compliance with all Legal Requirements. This PIP is not intended to, and does not, identify or address Legal Requirements related to or impacting any improvements or renovations to the Hotel. The PIP also does not address issues related to Americans with Disabilities Act (ADA) or any other applicable local or national laws relating to disabilities. The Hotel's owners and management are solely responsible for contacting appropriate professionals and taking all actions necessary to ensure that the Hotel is constructed, renovated, maintained and operated in compliance with the ADA and other equivalent laws.