



City of Appleton

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

Meeting Agenda - Final-revised Common Council

Wednesday, August 3, 2016

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

[16-1221](#) Common Council meeting minutes of July 20, 2016

Attachments: [CC Minutes 7-20-16.pdf](#)

- H. BUSINESS PRESENTED BY THE MAYOR

[16-1229](#) Appointment of Rebecca Kellner to the Library Board

Attachments: [APPOINTMENT TO LIBRARY BD BIO EXPIRED TERM REBECCA KELLNER](#)

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

- [16-1214](#) Request from Appleton Downtown Inc. to install 5-4 foot round Mandalas on the Appleton Street side of the Red Ramp with all installation and maintenance expenses covered by the Creative Committee.

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

- [16-1193](#) Request from Sue Bogenschutz, Atlas Waterfront Cafe, for a Street Occupancy Permit to create a prairie restoration project at the southeast corner of Jackman Street and Water Street contingent upon all installation, maintenance and watering being the responsibility of Atlas Waterfront Cafe.

Attachments: [Atlas Waterfront Cafe prairie restoration..pdf](#)

Legislative History

7/26/16	Municipal Services Committee	recommended for approval
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- [16-1194](#) Request from Evans Title Companies to change their signage and add Willis Towers Watson signage to the College Avenue Skywalk per the March 25, 1994 Development Agreement.

Attachments: [College Ave Skywalk signage.pdf](#)

Legislative History

7/26/16	Municipal Services Committee	recommended for approval
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2. MINUTES OF THE SAFETY AND LICENSING COMMITTEE

- [16-1138](#) Operator's Licenses

Attachments: [Operator's Licenses for 7-27-16 S & L.pdf](#)

Legislative History

7/27/16	Safety and Licensing Committee	recommended for approval
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- [16-1139](#) Renewal Operator's Licenses

Attachments: [Renewal Operator's Licenses for 7-27-16 S & L.pdf](#)

Legislative History

7/27/16	Safety and Licensing Committee	recommended for approval
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3. MINUTES OF THE CITY PLAN COMMISSION

4. MINUTES OF THE PARKS AND RECREATION COMMITTEE**5. MINUTES OF THE FINANCE COMMITTEE**

[16-1203](#) Request approval of the following 2016 Budget Adjustment:

Facilities Maintenance

Building Repairs and Maintenance	+\$50,000
Regular Salaries	- \$50,000

to re-allocate vacant salary dollars to building repairs and maintenance to fund the cost of necessary repairs.

Attachments: [2016 Maintenance Technician Salary Reallocation.pdf](#)

Legislative History

7/26/16 Finance Committee recommended for approval

[16-1205](#) Request to adopt the 2017 City of Appleton Policy for Special Assessments.

Attachments: [2017 Policy For Special Assessments.pdf](#)

Legislative History

7/26/16 Finance Committee recommended for approval

[16-1207](#) Request to approve the following 2016 Budget adjustment:

Valley Transit

Building and Equipment	+\$110,305
Federal Grants	+\$88,244
Fund Balance	+\$22,061

to record Federal Transit Administration (FTA) capital grant to fund the replacement of the Transit Center roof and maintenance shop infrared heaters

Vehicles	+\$645,905
Federal Grants	+\$516,724
Fund Balance	+\$129,181

to record Federal Transit Administration (FTA) capital grant to fund a bus replacement

Attachments: [Transit Center Roof Memo 2016.pdf](#)

[Valley Transit Bus Memo 2016.pdf](#)

Legislative History

7/26/16 Finance Committee recommended for approval

- [16-1209](#) Request to award contract to Miron Construction for Erb Park and Pool renovation project for a contract of \$8,757,842 with a contingency of 7% for a total contract not to exceed \$9,370,890.

Attachments: [2016 Erb Pool Construction Bid.pdf](#)

Legislative History

7/26/16 Finance Committee recommended for approval

- [16-1202](#) Request to approve the Sixth Amendment to Riverheath Development Agreement pertaining to public watermain for the Development.

Attachments: [Sixth Amendment to Dev Agrm - City - 07-14-16.pdf](#)

Legislative History

7/26/16 Finance Committee recommended for approval

6. MINUTES OF THE COMMUNITY AND ECONOMIC DEVELOPMENT COMMITTEE

- [16-1070](#) Request to approve Fox Cities Regional Partnership Economic Development Pledge for 2016

Attachments: [FCRP 2016 Pledge Invoice.pdf](#)

[FCRP YP Week 2016 Invoice-Receipt.pdf](#)

[CEDD Marketing & Business Services 2016 Budget.pdf](#)

Legislative History

7/27/16 Community & Economic Development Committee recommended for approval

Coenen moved, Mann seconded, to amend to only make partial payment of \$9,500 to fulfill the commitment between the City of Appleton and the Fox Cities Regional Partnership, as approved in the 2016 budget, and further, withhold the remaining \$26,500 until an agreed-upon scope of work is identified and fulfilled.

- [16-1149](#) Request to approve the proposed Environmental Review Policy as attached

Attachments: [Memo to CEDC - ER Policy.pdf](#)

[Environmental Review Policy.pdf](#)

Legislative History

7/27/16 Community & Economic Development Committee recommended for approval

- [16-1170](#) ****CRITICAL TIMING ISSUE**** Request to approve the reallocation of 2016 Community Development Block Grant (CDBG) funding as described in the attached memorandum

Attachments: [ReAllocation Recs Memo to CEDC.pdf](#)

[2016 07 21 M Peterson letter to N Gerhard re CDBG funding.pdf](#)

Legislative History

7/27/16 Community & Economic recommended for approval
Development Committee

[16-1224](#) Request to approve the Offer to Purchase by Commercial Horizons, Inc. and/or assigns to purchase approximately 7.32 acres of land at the corner of Eisenhower Drive and Plank Road in Southpoint Commerce Park, at a purchase price of \$45,000 per acre (Associated with Action Item #16-1227)

Attachments: [Memo on Offer to Purchase in Southpoint Commerce.pdf](#)

[16-1226](#) Request to waive repurchase rights for Lots 5 & 6, Plat 1, in the Northeast Industrial Park, allowing the transfer from A&V Wisconsin Realty, LLC to Jerry Van Handel and/or assigns (DDS & J, LLC); this waiver is not transferable, survivable, or assignable and the City's repurchase rights would remain on this property

Attachments: [Repurchase waiver Lot 5 and 6 NEIP Plat 1.pdf](#)

[NEIP E.pdf](#)

[Atty Sitzmann Ltr & Offer to Purchase Amendment.pdf](#)

[NEIP Map 07292016.pdf](#)

[16-1227](#) Request to approve the Commercial Horizons/Encapsys Development Agreement in Tax Increment Financing District No. 6 (Associated with Action Item #16-1224)

Attachments: [Memo on Development Agreement in Southpoint Commerce.pdf](#)

[Encapsys Development Agreement 7-29-16.pdf](#)

7. MINUTES OF THE UTILITIES COMMITTEE

[16-1161](#) Award 2016H Contract for Coop Road Pond Modeling and Design Assistance to AECOM in an amount not to exceed \$38,700.

Attachments: [2016H Coop Road Pond Remodeling AECOM Award Memo Util Cmte 07-26-20](#)

Legislative History

7/26/16 Utilities Committee recommended for approval

[16-1162](#) Amend 2016B contract for Arbutus Park Stormwater Lift Station Reconstruction Design with Strand Associates in an amount not to exceed \$4,400.

Attachments: [Arbutus Park Lift Station Design Amendment Memo.pdf](#)

Legislative History

7/26/16 Utilities Committee recommended for approval

- [16-1171](#) Award of TOC Instrument Purchase to OI Analytical for \$23,829.50 with a 10% contingency of \$2,392.95 for a total not to exceed cost of \$26,212.45.

Attachments: [TOC Instrument Recommendation.pdf](#)

Legislative History

7/26/16 Utilities Committee recommended for approval

8. MINUTES OF THE HUMAN RESOURCES & INFORMATION TECHNOLOGY COMMITTEE

9. MINUTES OF THE FOX CITIES TRANSIT COMMISSION

- [16-1175](#) Acceptance of Two Federal Transit Administration Bus and Bus Facilities Capital Grants

Attachments: [FCTC Grant acceptance memo 5539 - 2016.pdf](#)

Legislative History

7/27/16 Fox Cities Transit Commission recommended for approval

- [16-1176](#) Acceptance of 2016 WISDOT Capital Funds Transfer to Operating Grant

Attachments: [FCTC Grant acceptance memo WISDOT transfer - 2016.pdf](#)

Legislative History

7/27/16 Fox Cities Transit Commission recommended for approval

10. MINUTES OF THE BOARD OF HEALTH

M. CONSOLIDATED ACTION ITEMS

N. ITEMS HELD

O. ORDINANCES

- [16-1210](#) Ordinances 52-16 to 55-16

Attachments: [Ordinances going to Council 8-3-16.pdf](#)

P. LICENSE APPLICATIONS AND COMMUNICATIONS REFERRED TO COMMITTEES OF JURISDICTION

Q. RESOLUTIONS SUBMITTED BY ALDERPERSONS REFERRED TO
COMMITTEES OF JURISDICTION

R. OTHER COUNCIL BUSINESS

[16-1262](#) Possible motion to suspend the rule to enable Council to hold meetings on
Tuesday, August 9th.

S. CLOSED SESSION

[16-1220](#) The Common Council may convene in closed session pursuant to State
Statute §19.85(1)(e) for the purpose of deliberating the purchasing of public
properties and/or the investing of public funds in certain property located
in downtown Appleton as well as pursuant to State Statute §19.85(1)(g) for
the purpose of conferring with legal counsel regarding pending litigation
concerning the Town of Harrison and the Village of Harrison,
and then will reconvene in open session.

T. ADJOURN

Kami Lynch, City Clerk

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



City of Appleton

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

Meeting Minutes - Final Common Council

Wednesday, July 20, 2016

7:00 PM

Council Chambers

A. CALL TO ORDER

The meeting was called to order by Mayor Hanna at 7:22 p.m.

B. INVOCATION

The Invocation was offered by Alderperson Martin.

C. PLEDGE OF ALLEGIANCE TO THE FLAG

D. ROLL CALL OF ALDERPERSONS

Alderperson Spears arrived at 9:06 p.m.

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

Excused: 1 - Alderperson Greg Dannecker

E. ROLL CALL OF OFFICERS AND DEPARTMENT HEADS

City Clerk Lynch, City Attorney Walsh, Deputy City Attorney Behrens, Director of Finance Saucerman, Fire Chief Vander Wyst, Director of Parks, Recreation and Facilities Gazza, Director of Information Technology Fox, Library Director Rortvedt, Police Captain Nyman, Director of Public Works Vandehey, Director of Utilities Shaw, Valley Transit Asst. General Manager Sandmeier

Alderperson Plank moved, seconded by Alderperson Williams, that the Council suspend the rules (2/3 vote) to take up the Public Hearing for Resolution 4-P-16 and the Final Resolution 4-P-16 as the next agenda items. Roll Call. Motion carried by the following vote:

Aye: 13 - Alderperson Kathleen Plank, Alderperson William Siebers, Alderperson Curt Konetzke, Alderperson Ed Baranowski, Alderperson Margaret Mann, Alderperson Patti Coenen, Alderperson Kyle Lobner, Alderperson Jeffrey Jirschele, Alderperson Matt Reed, Alderperson Vered Meltzer, Alderperson Joe Martin, Alderperson Christine Williams and Alderperson Chris Croatt

Excused: 2 - Alderperson Greg Dannecker and Alderperson Cathy Spears

Abstained: 1 - Mayor Timothy Hanna

F. PUBLIC PARTICIPATION

*The following spoke during Public Participation:
David Brost, 229 N Rankin St - Item 16-1083 for a Driveway Variance*

These individuals spoke regarding Item 16-923 to allow Dogs in City Parks:

*Daniel Kohl, 711 S Buchanan St
Gigi DeYoung, 630 E Fremont St
Amy Schneider, W7615 Cty YY, Wautoma, WI
Laurie Koestner, 845 Fifth St, Menasha, WI
Donna Gasbarro, 1205 S Douglas St
Nancy Raasch, 1204 E Fremont St
Scott Dercks, 2120 N Richmond St
Kim Cowling, 1640 University Dr, Menasha, WI
Laura Spoerl, 1621 W Homestead Dr
Amy Pomeroy, 2717 Crestview Dr
Nora Johnston, 1316 S Weimar St
Misty Gedlinske, 491 Southwind Ln, Fondulac, WI
Jim Dean, 920 E Foxmoor Ln
Jennifer Stephany, Appleton Downtown Inc.
Josh Dukelow, 809 E Hancock St
Gary Allen, 1516 N Edgewood Dr
Brenda Arts, 1230 W Packard St
Ali Koestner, 819 E McKinley St*

G. APPROVAL OF PREVIOUS COUNCIL MEETING MINUTES

[16-1141](#)

Common Council meeting minutes of July 6, 2016

Attachments: [CC Minutes 7-6-16.pdf](#)

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

Aye: 13 - Aldersperson Kathleen Plank, Aldersperson William Siebers, Aldersperson Curt Konetzke, Aldersperson Ed Baranowski, Aldersperson Margret Mann, Aldersperson Patti Coenen, Aldersperson Kyle Lobner, Aldersperson Jeffrey Jirschele, Aldersperson Matt Reed, Aldersperson Vered Meltzer, Aldersperson Joe Martin, Aldersperson Christine Williams and Aldersperson Chris Croatt

Excused: 2 - Aldersperson Greg Dannecker and Aldersperson Cathy Spears

Abstained: 1 - Mayor Timothy Hanna

H. BUSINESS PRESENTED BY THE MAYOR

I. PUBLIC HEARINGS

[16-1146](#)

Public Hearing for Resolution 4-P-16, Sidewalk Construction

Attachments: [4-P-16 Public Hearing Notice.pdf](#)

The public hearing was held. The following spoke during the public hearing:
Brian Starszak, N175 Van Handel Dr
Ray Dietzen, N199 Van Handel Dr
Boyd Dietzen, 108 Shalimar Ct, Combined Locks, WI

J. SPECIAL RESOLUTIONS[16-1148](#)

Final Resolution 4-P-16 Sidewalk Construction

Attachments: [4-P-16 Sidewalk Construction Final Res.pdf](#)

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

Aye: 11 - Alderson Kathleen Plank, Alderson William Siebers, Alderson Ed Baranowski, Alderson Margaret Mann, Alderson Patti Coenen, Alderson Kyle Lobner, Alderson Jeffrey Jirschele, Alderson Matt Reed, Alderson Vered Meltzer, Alderson Joe Martin and Alderson Chris Croatt

Nay: 2 - Alderson Curt Konetzke and Alderson Christine Williams

Excused: 2 - Alderson Greg Dannecker and Alderson Cathy Spears

Abstained: 1 - Mayor Timothy Hanna

K. ESTABLISH ORDER OF THE DAY[16-1083](#)

Request from David Brost, 229 N. Rankin Street, for a variance to Municipal Code 19-91(f)(5) to extend his driveway 10 feet into the front yard, contingent upon property owner paying WE Energies any relocation costs to move the power pole.

Attachments: [229 N Rankin St.pdf](#)

Alderson Baranowski moved, seconded by Alderson Lobner, that the Variance Request be approved. Roll Call. Motion carried by the following vote:

Aye: 13 - Alderson Kathleen Plank, Alderson William Siebers, Alderson Curt Konetzke, Alderson Ed Baranowski, Alderson Margaret Mann, Alderson Patti Coenen, Alderson Kyle Lobner, Alderson Jeffrey Jirschele, Alderson Matt Reed, Alderson Vered Meltzer, Alderson Joe Martin, Alderson Christine Williams and Alderson Chris Croatt

Excused: 2 - Alderson Greg Dannecker and Alderson Cathy Spears

Abstained: 1 - Mayor Timothy Hanna

[16-923](#)

Resolution #7-R-16

June 1, 2016

Submitted by Alderperson Meltzer & Alderperson Reed

Whereas, our parks are a valuable community resource, and

Whereas, the current ban on dogs in parks restricts access of many members of the community who would otherwise responsibly enjoy this resource,

Therefore, be it resolved that the City of Appleton allow dogs in parks under full control of a collared leash by the owner at all times.

Referred to the Parks & Recreation Committee

Attachments:

[2016 Resolution for Dogs in Parks- PRFMD, Health, PD.pdf](#)

[WI Department of Tourism National Dog Owner Statistics.pdf](#)

Alderperson Melzter moved, seconded by Alderperson Coenen that the Item be approved. A notwithstanding vote was requested.

Alderperson Plank, seconded by Alderperson Martin moved to call the question. The Motion to call the question failed 6/8.

Alderperson Siebers, seconded by Alderperson Coenen moved to call the question. Motion carried 11/2 with Alderperson Baranowski and Alderperson Spears voting 'no'.

As an amendment to the Motion passed (see below) the vote to approve the Resolution as amended was taken. Roll Call. Motion failed by the following vote:

Aye: 6 - Alderperson Patti Coenen, Alderperson Kyle Lobner, Alderperson Jeffrey Jirschele, Alderperson Matt Reed, Alderperson Vered Meltzer and Alderperson Chris Croatt

Nay: 8 - Alderperson Kathleen Plank, Alderperson William Siebers, Alderperson Curt Konetzke, Alderperson Ed Baranowski, Alderperson Margret Mann, Alderperson Joe Martin, Alderperson Christine Williams and Alderperson Cathy Spears

Excused: 1 - Alderperson Greg Dannecker

Abstained: 1 - Mayor Timothy Hanna

Alderperson Coenen moved, seconded by Alderperson Baranowski, that the Resolution be amended to specify that dogs would only be allowed on paved trails.

After discussion Alderperson Coenen and Alderperson Baranowski withdrew their Motion and second.

No action was taken on this amendment.

Aldersperson Coenen moved, seconded by Aldersperson Meltzer, that the Report Action Item be amended to add the following requirements to the Resolution:

-No person shall bring animals onto park property, with the exception of leashed dogs on roads or paved or gravel trails. Dogs are not allowed on playgrounds, athletic fields, picnic areas, the skateboard parks, lawns or in park shelters.

-All persons shall secure their dog on a leash eight feet or shorter in length and maintain their dog under control, meaning connected to a leash held by a person at all times.

-Dogs are not to run at large. It shall be unlawful for any person, who is the owner of, or in possession of, or charged with the care of a dog, to permit same to run at large within any city park.

-Dogs must display current rabies tag and current registration tags.

-All dog waste must be immediately picked up and disposed of by the dog handler.

-This shall not apply to a service animal, as defined under the American for Disabilities Act, that under control by the use of a harness or other restraint and are accompanying blind, deaf or mobility impaired persons, as provided under Wis. Stats. § 174.056.

Aldersperson Plank called the question, seconded by Aldersperson Martin. Motion carried 12/1 with Aldersperson Jirschele voting 'no'.

Roll Call. Motion to amend the original Motion carried by the following vote:

Aye: 8 - Aldersperson Ed Baranowski, Aldersperson Patti Coenen, Aldersperson Kyle Lobner, Aldersperson Jeffrey Jirschele, Aldersperson Matt Reed, Aldersperson Vered Meltzer, Aldersperson Cathy Spears and Aldersperson Chris Croatt

Nay: 6 - Aldersperson Kathleen Plank, Aldersperson William Siebers, Aldersperson Curt Konetzke, Aldersperson Margret Mann, Aldersperson Joe Martin and Aldersperson Christine Williams

Excused: 1 - Aldersperson Greg Dannecker

Abstained: 1 - Mayor Timothy Hanna

[16-1084](#)

Request from Holton Brothers for a Street Occupancy Permit to place scaffolding in the College Avenue right-of-way for repairs to the City Center Building from July 5, 2016 through September 16, 2016.

Attachments: [Holton Brothers.pdf](#)

Meeting went into Recess at 9:40 p.m.

Meeting Reconvened at 9:46 p.m.

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

Aye: 14 - Alderperson Kathleen Plank, Alderperson William Siebers, Alderperson Curt Konetzke, Alderperson Ed Baranowski, Alderperson Margret Mann, Alderperson Patti Coenen, Alderperson Kyle Lobner, Alderperson Jeffrey Jirschele, Alderperson Matt Reed, Alderperson Vered Meltzer, Alderperson Joe Martin, Alderperson Christine Williams, Alderperson Cathy Spears and Alderperson Chris Croatt

Excused: 1 - Alderperson Greg Dannecker

Abstained: 1 - Mayor Timothy Hanna

[16-1087](#)

Approve Inter-Governmental Agreement with Outagamie County for the Northland Avenue (Mason Street to Richmond Street) Project.

Attachments: [Inter-Governmental Agreement.pdf](#)

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

Aye: 14 - Alderperson Kathleen Plank, Alderperson William Siebers, Alderperson Curt Konetzke, Alderperson Ed Baranowski, Alderperson Margret Mann, Alderperson Patti Coenen, Alderperson Kyle Lobner, Alderperson Jeffrey Jirschele, Alderperson Matt Reed, Alderperson Vered Meltzer, Alderperson Joe Martin, Alderperson Christine Williams, Alderperson Cathy Spears and Alderperson Chris Croatt

Excused: 1 - Alderperson Greg Dannecker

Abstained: 1 - Mayor Timothy Hanna

[16-1068](#)

Operator's License application of Lisa J. Finkler, 954 W. Cecil Street, Neenah.

Attachments: [Lisa Finkler application.pdf](#)

Alderperson Baranowski moved, seconded by Alderperson Lobner, that the Operator's License be approved. Roll Call. Motion carried by the following vote:

Aye: 12 - Alderperson Kathleen Plank, Alderperson William Siebers, Alderperson Curt Konetzke, Alderperson Margret Mann, Alderperson Patti Coenen, Alderperson Kyle Lobner, Alderperson Matt Reed, Alderperson Vered Meltzer, Alderperson Joe Martin, Alderperson Christine Williams, Alderperson Cathy Spears and Alderperson Chris Croatt

Nay: 2 - Alderperson Ed Baranowski and Alderperson Jeffrey Jirschele

Excused: 1 - Alderperson Greg Dannecker

Abstained: 1 - Mayor Timothy Hanna

[16-1105](#)

Approve request for new Memorial Park Ground Sign to be installed within the Witzke Boulevard right-of-way contingent upon placement at least 11 feet from back of island curb.

Attachments: [Memorial Park Ground Sign.pdf](#)

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

Aye: 14 - Alderson Kathleen Plank, Alderson William Siebers, Alderson Curt Konetzke, Alderson Ed Baranowski, Alderson Margret Mann, Alderson Patti Coenen, Alderson Kyle Lobner, Alderson Jeffrey Jirschele, Alderson Matt Reed, Alderson Vered Meltzer, Alderson Joe Martin, Alderson Christine Williams, Alderson Cathy Spears and Alderson Chris Croatt

Excused: 1 - Alderson Greg Dannecker

Abstained: 1 - Mayor Timothy Hanna

L. COMMITTEE REPORTS

Balance of the action items on the agenda.

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

Aye: 14 - Alderson Kathleen Plank, Alderson William Siebers, Alderson Curt Konetzke, Alderson Ed Baranowski, Alderson Margret Mann, Alderson Patti Coenen, Alderson Kyle Lobner, Alderson Jeffrey Jirschele, Alderson Matt Reed, Alderson Vered Meltzer, Alderson Joe Martin, Alderson Christine Williams, Alderson Cathy Spears and Alderson Chris Croatt

Excused: 1 - Alderson Greg Dannecker

Abstained: 1 - Mayor Timothy Hanna

1. MINUTES OF THE MUNICIPAL SERVICES COMMITTEE

[16-1004](#)

Adopt City of Appleton Complete Streets Policy.

Attachments: [Adopt City of Appleton Complete Streets Policy.pdf](#)

This Report Action Item was approved.

[16-1086](#)

Approve Amendment #3 to OMNNI Associates, Inc. for survey staking for the CTH JJ/Lightning Drive Project in the amount of \$4,300 for a revised not to exceed amount of \$174,790.60.

Attachments: [CTH JJ-Lightning Drive.pdf](#)

This Report Action Item was approved.

[16-1088](#)

Award of 2016 Structural Condition Analysis of City Parking Ramps to GRAEF, in an amount not to exceed \$20,000.00.

Attachments: [Structural Condition Analysis of City Parking Rams.pdf](#)

This Report Action Item was approved.

[16-1089](#)

Request from Appleton Downtown Inc. to purchase up to 18 parking stalls on September 16, 2016 for annual Park(ing) Day.

Attachments: [ADI request for parking stalls.pdf](#)

This Report Action Item was approved.

[16-1102](#)

Replace YIELD signs with STOP signs on Alexander Street at Lindbergh Street.

Attachments: [Alexander Street & Lindbergh Street.pdf](#)

This Report Action Item was approved.

[16-1103](#)

Replace YIELD signs with STOP signs on Edgewood Avenue at Grant Street.

Attachments: [Edgewood Avenue & Grant St.pdf](#)

This Report Action Item was approved.

[16-1104](#)

Replace YIELD signs with STOP signs on Outagamie Street at Franklin Street.

Attachments: [Franklin Street & Outagamie St.pdf](#)

This Report Action Item was approved.

2. MINUTES OF THE SAFETY AND LICENSING COMMITTEE

[16-1048](#)

Request to modify Appleton Municipal Code Chapter 6.

Attachments: [Modify Municipal Code Chapter 6.pdf](#)

This Report Action Item was approved.

[16-1049](#)

Request Authorization to Single Source the Purchase of a Fire Pumper

Attachments: [Memo - Request to Sole Source Purchase Fire Pumper - 2016.pdf](#)

This Report Action Item was approved.

[16-1027](#)

"Class B" Beer/Liquor License - Change of Premise Description of Emmetts Bar & Grill, Sharon L. Reader, Agent, 139 N. Richmond St., for the dates of August 4-7, 2016, contingent upon approval from all departments.

Attachments: [Emmetts Bar & Grill.pdf](#)

This Report Action Item was approved.

[16-1038](#)

Operator's Licenses

Attachments: [Operator's Licenses for 7-13-16 S & L.pdf](#)

This Report Action Item was approved.

[16-1039](#)

Renewal Operator's Licenses

Attachments: [Renewal Operator's Licenses for 7-13-16 S & L.pdf](#)

This Report Action Item was approved.

[16-1047](#)

"Class B" Beer/Liquor License - Change of Agent application of Apple Hospitality Group LLC, d/b/a Applebee's Neighborhood Grill & Bar, Vincenzo Annisi, Agent, 3040 E. College Ave., contingent upon approval from the Police Department.

This Report Action Item was approved.

3. MINUTES OF THE CITY PLAN COMMISSION

4. MINUTES OF THE PARKS AND RECREATION COMMITTEE

5. MINUTES OF THE FINANCE COMMITTEE[16-1096](#)

Request to award the Highview Park 2016 Tennis and Basketball Courts contract to MCC, Inc. in the amount of \$131,351.38 with a contingency of 10% for a project not to exceed \$144,486.52.

Attachments: [Highview Park courts.pdf](#)

This Report Action Item was approved.

[16-1108](#)

*****Critical Timing*****

Request to approve the following 2016 Budget adjustment:

TIF 6

Storm Sewer Construction	+\$249,700
Sanitary Sewer Construction	+ \$74,440
Water Main Construction	+\$144,200
Fund Balance (advance from General Fund)	- \$468,340

to provide funding for infrastructure construction related to the extension of Milis Drive in the Southpoint Commerce Park (2/3 vote required).

Attachments: [Additional TIF 6 Spending Authority.pdf](#)
[Finance 16-1108.pdf](#)

This Report Action Item was approved.

6. MINUTES OF THE COMMUNITY AND ECONOMIC DEVELOPMENT COMMITTEE**7. MINUTES OF THE UTILITIES COMMITTEE**[16-1043](#)

Award Matthias Tower Contract Amendment #1 to McMahon and Associates, Inc. for Engineering and Field Services in the amount of \$12,000.

Attachments: [utilities memo - Matthias Tower Engineering Award Memo 06-21-16.pdf](#)

This Report Action Item was approved.

8. MINUTES OF THE HUMAN RESOURCES & INFORMATION TECHNOLOGY COMMITTEE

[16-1076](#)

Request to award contract to Nexum Inc. for their First Defense Monitored Services for outside firewall monitoring of our Palo Alto Firewalls. Monthly cost of \$1,362.22 with a one-time installation fee of \$1,362.22 for a total of \$17,708.86 for year one 2016 CIP Funds to be used in first year.

Attachments: [First Defense Monitored ServicesHR-IT Committee Memo.pdf](#)

This Report Action Item was approved.

9. MINUTES OF THE FOX CITIES TRANSIT COMMISSION

10. MINUTES OF THE BOARD OF HEALTH

M. CONSOLIDATED ACTION ITEMS

N. ITEMS HELD

O. ORDINANCES

P. LICENSE APPLICATIONS AND COMMUNICATIONS REFERRED TO COMMITTEES OF JURISDICTION

Q. RESOLUTIONS SUBMITTED BY ALDERPERSONS REFERRED TO COMMITTEES OF JURISDICTION

*Resolution 8-R-16
Submitted by Alderperson Lobner*

WHEREAS a well-maintained lawn is a high priority for many Appleton residents,

AND WHEREAS sumac plants growing near property lines may spread across boundaries and become difficult to remove in unwanted areas without damaging the affected lawns,

THEREFORE BE IT RESOLVED that the City of Appleton shall ban the planting of sumac plants near property boundaries.

Referred to the Municipal Services Committee

R. OTHER COUNCIL BUSINESS

S. CLOSED SESSION

T. ADJOURN

Aldersperson Baranowski moved, seconded by Aldersperson Coenen, that the meeting be adjourned at 10:04 p.m. Roll Call. Motion carried by the following vote:

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

Excused: 1 - Alderperson Greg Dannecker

Kami Lynch, City Clerk



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

OFFICE OF THE MAYOR

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

July 29, 2016

Members of the Common Council:

The following is being presented for your confirmation at the August 3, Council meeting:

LIBRARY BOARD

Appointment of one (1) member to fill the expired term previously vacated by Terry Bergen:

REBECCA KELLNER

3-year term to expire June 2019

Appleton resident Rebecca Kellner holds the position of HR Consultant, VP & Compliance Officer for Associated Financial Group, LLC. She is passionate about helping clients simplify the complicated and advises employers on complex issues involving leaves of absences, accommodations, and discrimination. She also partners with clients on a proactive basis, such as with early intervention of claims and management training and is a regular speaker on a variety of HR and leadership topics.

While in private practice, Rebecca focused on defending workers' compensation claims and handling Medicare-related issues arising from those claims. Previously, she interned with the Equal Employment Opportunity Commission and for a plaintiff's employment law firm.

Rebecca received her Bachelor of Business Administration degree from the University of Wisconsin-Eau Claire, where she majored in Human Resources Management. She graduated from Marquette University Law School. She holds her SPHR and SHRM-SCP designations, as well as her Associate in Risk Management (ARM) designation.

It is with pleasure that I make this recommendation.

Sincerely,

TIMOTHY M. HANNA
Mayor of Appleton

Paula Vandehey

From: Jennifer Stephany <jennifer@appletondowntown.org>
Sent: Monday, July 25, 2016 1:44 PM
To: Paula Vandehey
Cc: Paul Debraal
Subject: Offer/request for an Art Installation on the Red Ramp
Attachments: mandala-project_04.jpg; mandala-project_29.jpg; mandala-project_30.jpg; DSC_0002.JPG; DOC_20160725141715.pdf

Importance: High

Paula,

I need to pitch something to you with a short deadline so I'm hoping you can work some magic for us!

I'm reaching out to you today to see if the City would be interested in hosting a long term art installation on the east facing wall of the Red ramp along Appleton St. (photo attached). The exhibit is a series of 5 – four foot round Mandalas created by Lawrence University Professor Tony Conrad. A few photos of the Mandalas and Tony are attached. Here are a few details:

- The Mandalas are acrylic paintings on Dibond panel (composite material made for outdoor signage) and varnished for Wisconsin outdoor conditions. Color saturation is expected to last a really long time due to the high levels of UVLS protectors in the varnish (8-30 years or longer).
- Tony has a plan for how to execute the installation but we would need City staff assistance. Tony can present the installation process plan to you and take care of pre purchasing all needed hardware. If City staff is unavailable we could ask for assistance from a local sign company at our expense.
 - The Creative committee would cover any expense related to installation of the Mandalas and maintenance.
 - The goal is to have them installed before Mile of Music so we are on a short time line. Sorry!!! The Mandalas will be ready for installation on Monday August 1st.
 - We will administer the paperwork for the sign permit if needed. Please advise.
 - We can craft a contract for the duration you are comfortable with and evaluate their condition as often as you like.

I see three quick wins with this project:

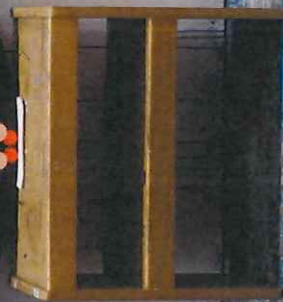
- Another City supported art installation!
- Beautification of City infrastructure
- An attractive leader to Lawrence Street.

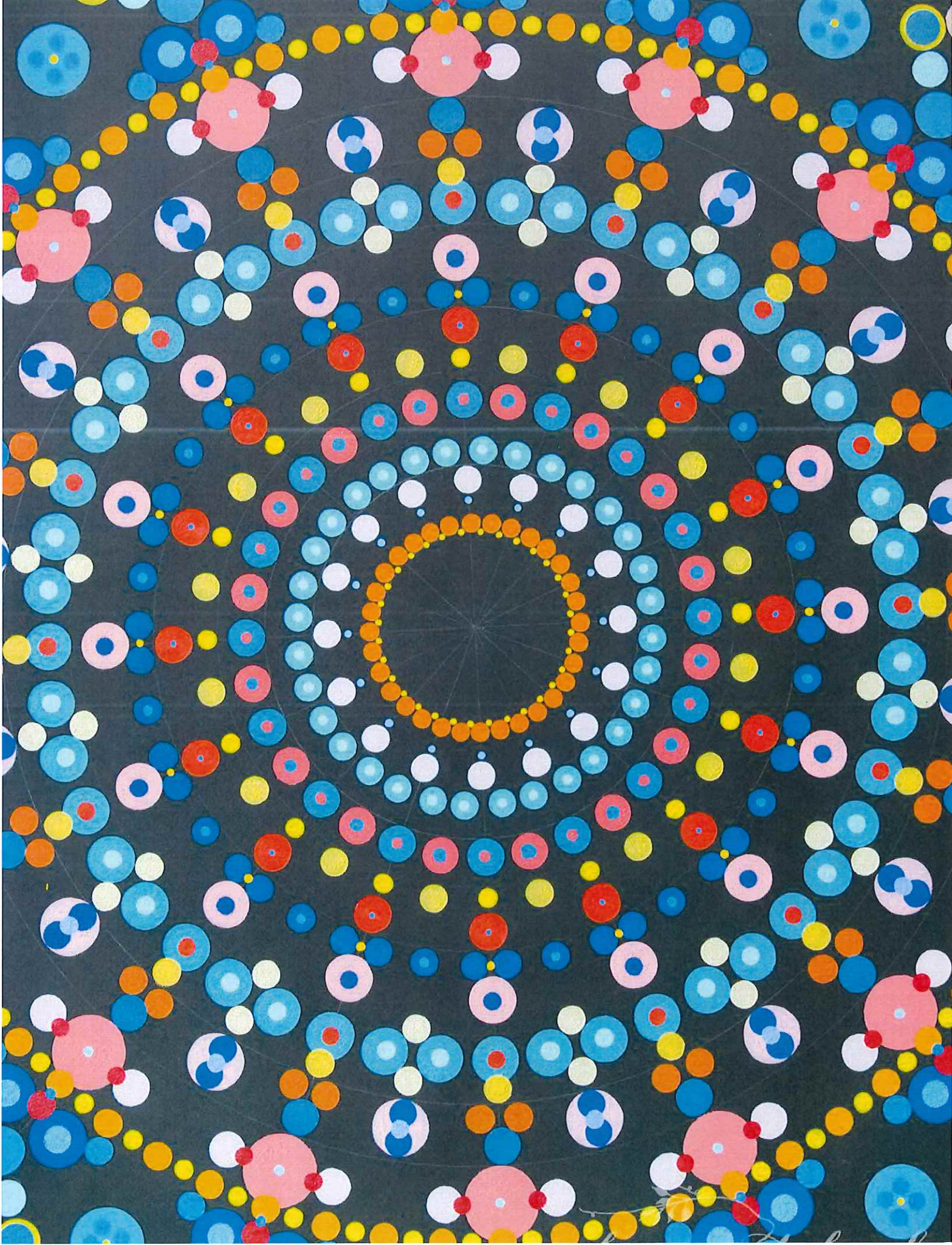
I know you have a ton on your plate, so I very much appreciate you considering this request! I can set up a time for you to see the Mandalas at Tony's studio on Morrison St. if you like and we can talk more. Let me know your thoughts.

Jennifer

Executive Director
Appleton Downtown Inc.
116 N. Appleton St.
Appleton, WI 54911
(920)954-9112
www.appletondowntown.org







Paula Vandehey

From: Cafe - Atlas Coffee Mill <cafe@atlascoffeemill.com>
Sent: Sunday, July 17, 2016 10:50 PM
To: Paula Vandehey
Cc: 'Joe Martin'; renee.waterman@thrivent.com
Subject: RE: Water Street gardens in front of Atlas Mill
Attachments: Water Street - CNRR - City of Appleton - PROPOSED GARDEN - PRAIRIE RESTORATION.png; Water Street - CNRR - City of Appleton - PROPOSED GARDEN - PRAIRIE RESTORATION - DETAIL.png

Paula, thank you for taking time from your busy schedule to meet with me last Monday to discuss the possibility of gardens along Water Street in front of the Atlas Mill. Your map was a great help as we worked on the attached layout for the proposed Ecosystem Restoration and Beautification project. Please review the following and then contact me with any questions, concerns or suggestions.

Ecosystem Prairie Restoration & Beautification Project ...

At the time of settlement, Wisconsin's ecosystem had been tended by Native Americans for thousands of years. Our prairies, savannas, wetlands and woodlands combined to make a land rich, bountiful, beautiful and infinitely varied. Much of this was lost over time as the population began its westward movement. The land was drained, logged and plowed to support agriculture, the development of towns, and the industrial revolution.

As reported by Midwest Prairies, after years of study, we now know that a healthy ecosystem does not happen on its own. We also know that it does not result from good intentions; it does not benefit particularly from nostalgic impulses; and it does not depend on human disengagement. On the contrary, it depends on its human caretakers to find a balance between the needs of the natural community and their own needs. As the great philosopher, writer and naturalist Aldo Leopold said, "A thing is right when it tends to preserve the integrity, stability and beauty of the biotic community. It is wrong when it tends otherwise."

It is with this understanding that we at Atlas Waterfront Café & Gathering Room propose a Water Street Prairie Restoration Project.* The initial proposal includes two areas: 1) the small tear-drop shaped plat on the east side of the driveway leading into the Fratello / Atlas property. The second and larger area forms an irregular triangle beginning east and south of the sidewalk at the Jackman / Water Street intersection, extending south to the railroad right-of-way and eastward for approximately 100' to the next telephone pole. The entire project will be on city property and will not encroach on the CN RR right-of-way.

Subject to approval by Committee, Appleton's Department of Public Works, the city's horticulturist, and the Common Council, our plan is to include a minimum of 22 different native flowers and grasses including but not limited to:

1) Columbine, 2) Butterflyweed, 3) Sky Blue Aster, 4) Cream False Indigo, 5) Harebell, 6) Ozark Coneflower, 7) Purple Coneflower, 8) Prairie Smoke, 9) Rough Blazingstar, 10) Beardtongue Seed Penstemon, 11) Showy Goldenrod, 12) Ohio Spiderwort, 13) Little Bluestem, 14) Prairie Dropseed, 15) Bicknell's Sedge, 16) Prairie Violet, 17) Purple Prairie Clover, 18) Side Oats Grama Grass, 19) Wild Petunia, 20) Whorled Milkweed, 21) Lavender Hyssop, and 22) Prairie Onion.

This mix features short grasses and plants that will thrive and root or seed themselves in this sunny area of rocky to poor, well-drained soil. The selection will provide color accents throughout the growing season from Prairie Smoke in the spring, to Purple Prairie Clover and Harebell in mid-season to golden grasses in the fall. The prairie itself will benefit the ecosystem by attracting butterflies, pollinators, and a variety of birds including hummingbirds. In addition, most are deer and / or rabbit resistant. Though no boulder-sized rocks will be used, still to be determined is whether this will be a dry rock or mulch bed. Hopefully the horticulturist will have the answer to that question.

Thanks to much work by the City, Appleton's Historic Waterfront is alive and flourishing! With the completion of the Jackman Street / Prospect Avenue bridge project and the addition of the new Water Street Art Mural, the timing is seemingly perfect for the Water Street Prairie Project. The Appleton Fox Cities Kiwanis Club is considering this as a possible service project, providing the necessary "people power." Our Atlas' tip program will provide the funding for all plantings with the understanding that

- 1) All materials will become the property of the City of Appleton;
- 2) All plants and grasses will be determined by the City Forester or Horticulturist;
- 3) Specific location shall be by mutual agreement between the donor and the City Forester or Horticulturist;
- 4) General site location will be determined by the Facilities Department.

*Although we have had preliminary discussions with Joe Sturm from Fox Valley Nursery regarding dry bed landscaping, from everything I have read and understand, the proposed prairie restoration may be more suitable. Indeed, we believe this project will preserve the integrity, stability and beauty of the biotic community.

Paula, it is our hope that this will be one of many restoration and beautification projects along the waterfront, with perhaps an extension of the prairie restoration extending into the Ellen Kort Peace Park in 2017.

Finally, lamppost banners like those delineating the Downtown District and signage similar to that which is found in Vulcan Park could be a project for a Waterfront Coalition of businesses and industry, local service clubs, charitable foundations, private individuals and tourism and governmental agencies all working together in an effort to raise funds in support of Appleton's Historic Waterfront. The Marigold Mile, a local 501(c)3 corporation, has agreed to be the agent overseeing any and all fundraising efforts on behalf of waterfront projects.

On another note, last Wednesday The Marigold Mile volunteers under the direction of Fox Valley Nursery began planting marigolds bordering the parking lot at the intersection of Jackman and Water Streets. With temperatures reaching near 90 degrees, Atlas Waterfront Café immediately began watering the new plants by stretching 300 feet of garden hose north from the Atlas Mill across the railroad tracks to the parking lot. This in spite of the risk of the train approaching before we are able to retreat with hose in hand to the mill parking lot south of the tracks! Thank goodness it rained Thursday night and again on Sunday morning, minimizing the need to manually water the new plants. As the City is now watering the planters located along Water Street, would it be possible that you might be able to include the Jackman / Water Street Parking Lot marigolds in your watering schedule? Any help you can give us would be most appreciated.

Paula, thanks again, for your kind and courteous assistance with these proposals. Looking forward to hearing from you at your earliest convenience.

Love, Hugs, and God Bless!

Sue Bogenschutz, Proprietor
Atlas WaterFront Café and Gathering Room
"best kept secret on the historic fox river"
425 W. Water Street
Appleton, WI 54911
920-734-6871

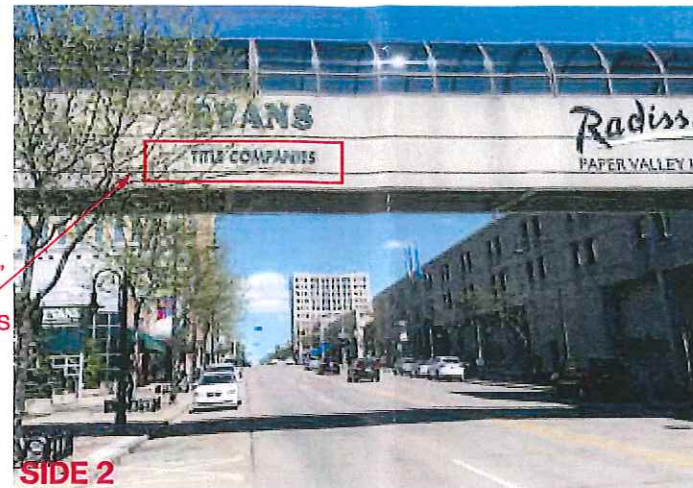
Visit us on the web at www.atlaswaterfrontcafe.com
Like us on Facebook





SIDE 1
Existing View

Remove "TITLE COMPANIES" from underneath EVANS and re-install NEXT to EVANS above and CENTERED w/ EVANS. SEE DRAWING.



SIDE 2
Existing View

Quantity: 1 D/S Walkway (2 sets of letters)
Material: Aluminum (0.125" depth)
Lighting: Non-illuminated
Graphics: Faces and returns painted PMS 2603
Font: Logo
Mounting: Flush to wall with studs
Instruction: Remove and re-install "title companies" from below Evans logo to right side, see drawing.
 Produce and install new Willis Towers Watson flat cut logo. Logo installs similarly on both sides of D/S walkway beneath Evans title and centered, see drawing.
Perimeter: 1512"
Area: 1946" squared
 P-2 TBD walkway color match if needed for re-paint

ARCHIGRAFIKA

44 Greenwich Avenue
 New York NY 10011
 212 947 7022
 212 868 0053 fax
 archigrafika.com

PROJECT



**Willis
Towers
Watson**

APPLETON, WI

JOB NO. 326

LOCATION

330 W. College Ave.
 Appleton, WI 54911

WTW CONTACT

ARCHITECT

CUSTOMER APPROVAL

X _____

Date _____

FLOOR _____

DRAWING NAME

Exterior Signage

REPRESENTATIVE

Michael Gerbino

DRAWN BY

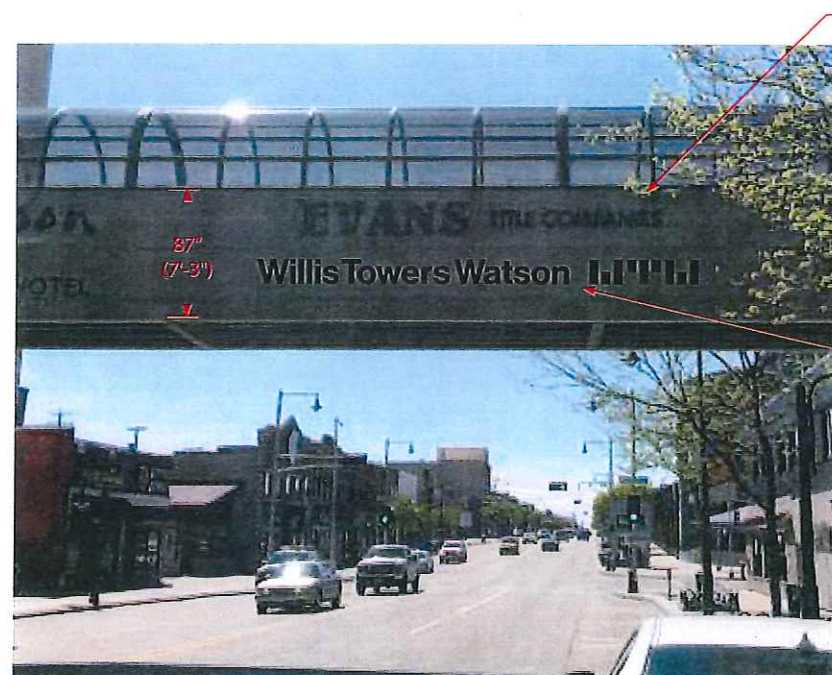
DATE VERSION

14 July 2016 1

SHEET

B

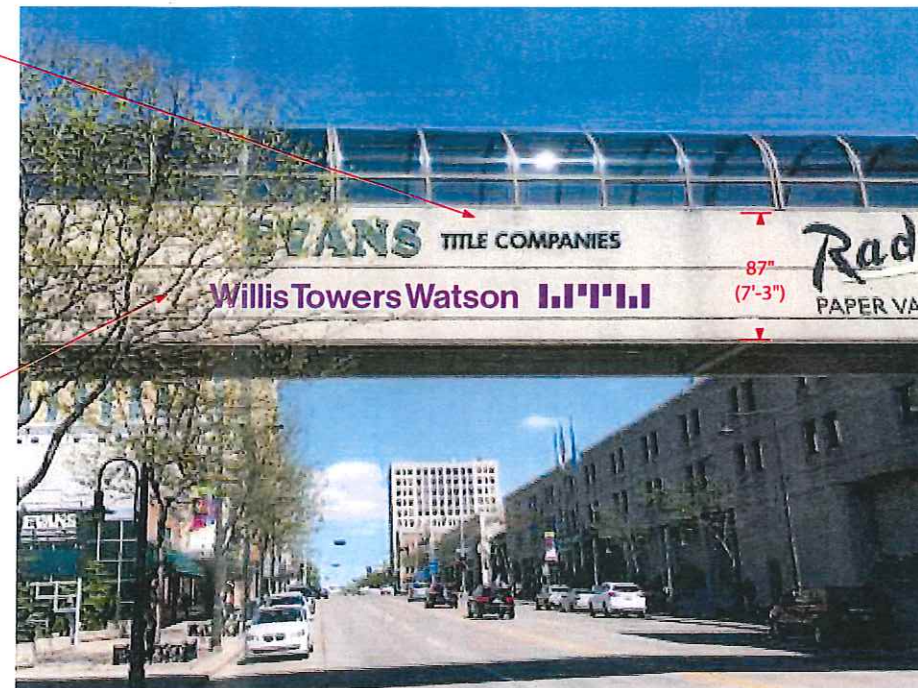
MOVE DATE



Proposed

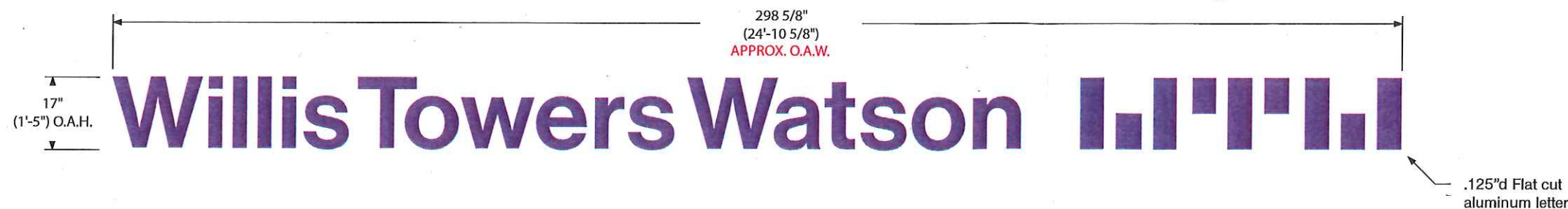
move "TITLE..." here

Install WTW logo centered under EVANS like shown.



Proposed

Center logo visually between lines



Operator's Licenses for 7/27/16 S & L

Approved

Allexander J. Stichman	585 House Road, New London
Amber L. Long	166 Lorraine Avenue, Neenah
Andrea M. Shortess	1232 W. Spring Street
Ashleigh N. Wolff	1807 E. College Avenue
Ashley M. Hess	1350 Great Plains Drive, #7, Neenah
Ashley N. Roderick	146 N. Western Avenue, Apt J, Neenah
Brian W. Miller	403 N. Morrison Street
Casey P. Coyle	1026 W. Lawrence Street
Colleen K. Jamrock	312 W. 15 th Avenue, Oshkosh
Devyn J. Waterstradt	3115 W. Glenpark Drive, #7
Elizabeth G. Crittenden	304 E. Harris Street
Erika J. Cortes	149 Lamplighter Drive, #5, Kaukauna
Hannah V. Ahlquist	3155 N. Sunridge Drive
Heather L. Elias	1017 W. Wisconsin Avenue
James A. Kozak	1034 E. Northwood Drive
Jason P. Vandenberg	612 E. South River Street
Jessica L. Angell	N132 N. Coop Road
Kirsten Smith	W5859 Hwy 10, Menasha
Jennifer L. Bishop	8 Easthaven Court, #5
Jennifer L. O'Brien	5149 W. Anita Street
John D. Strange	W3435 Equestrian Trail
John M. O'Brien	2636 N. Mason Street, #6
Keenan G. Brace	1724 W. Winnebago Street
Laci S. Dorn	1030B W. Elm Drive, Little Chute
Liliane G. Jones	720 W. 5 th Street
Lorreen E. McCabe	214 Fillmore Street, Kaukauna
Marcie K. Foxgrover	2419 N. Ballard Road, #2
Morgan M. Bartell	1270 Wittmann Park Lane, Menasha
Robert M. Ottesen	914 Marquette Avenue, Green Bay
Shannon M. Willkommen	1818 N. Richmond Street
Smile Bali	1340 Lucerne Drive, #1, Menasha
Steven M. Walsh	217 E. Kimball Street
Tammy J. Mehlberg	307 W. Weiland Avenue
Thomas R. Okrie	1566 Secretariat Lane, Neenah
Tiffany L. Gray	W5809 Skippers Lane
Veronica N. Peerenboom	347 W. 14 th Avenue, Oshkosh
Whitney M. Hill	1311 W. Brewster Street

Renewal Operator's Licenses for 7/27/16 S & L

Approved

Adam J. Piepenburg	1323 S. Matthias Street
Amanda L. Bellile	N1802 Lily of the Valley Dr., Greenville
Andrea R. Templer	902 W. Packard Street
Benjamin R. Allgeyer	621 Monroe Street, Little Chute
Claire T. Lindberg	5211 W. Spencer Street
Jacqueline D. Dahlke	4030 Towne Lakes Cir, #1208
Jeremy R. Theunis	105 W. 3 rd Street, Kaukauna
Jessica B. Sigler	2885 Glen Creek Pl, #10
Kayla B. Brunette	1312 W. Prospect Avenue
Kyle W. Bloedow	142 N. Main Street, Kimberly
Mai Lo	2601 N. Drew Street
Molly F. Mueller	124A W. Atlantic Street
Nicholas J. Brouillard	727 ½ W. Lawrence Street
Tammy L. Kerry	3320 N. Meade Street, #8



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

**PARKS, RECREATION & FACILITIES
MANAGEMENT**

Dean R. Gazza, Director

1819 East Witzke Boulevard
Appleton, Wisconsin 54911-8401
(920) 832-5572 FAX (920) 993-3103
Email - dean.gazza@appleton.org

TO: Finance Committee

FROM: Dean R. Gazza, Director of Parks, Recreation and Facilities Management

DATE: 7/26/2016

RE: Action Item: Request exception to City policy to reallocate \$50,000 within Business Unit Facilities Maintenance from Regular Salaries to Building Repairs and Maintenance.

At the beginning of January our Facilities Maintenance Technician retired leaving a vacancy which has been challenging to fill. Despite three separate attempts to fill the position we have been unsuccessful. In each situation a candidate was selected, but for various reasons chose not to accept the position. We are currently advertising a fourth time to fill this position. As a result of this vacancy, our back-log has grown and it has become necessary to reallocate some of the unspent salary funds to hire outside contractors to complete some select work. In addition, current employees are challenged with working additional hours, responding to additional call-ins and deferring vacation requests.

Our current City policy does not allow the use of salary dollars to cover overages in other areas of the budget, thus this memo requests an exception to policy.

Some of the projects needing to be completed are a water softener replacement, roof drain connection to storm sewer, sanitary line repair/replacement, custodial sink replacement that is leaking and various other miscellaneous projects.

Please feel free to contact me at 832-5572 with any questions, or by email at dean.gazza@appleton.org.

CITY OF APPLETON, WI

POLICY FOR SPECIAL ASSESSMENTS 2017

I. STREET CONSTRUCTION AND RECONSTRUCTION

Draft 7-7-16

A. General Information

CONCRETE PAVEMENT		R-1 Zoning		R-2 Zoning		All Other Zoning	
		New	Rural to Urban Conversion	New	Rural to Urban Conversion	New	Rural to Urban Conversion
	Max. Width	33'	33'	33'	33'	49'	49'
	Max. Thickness	7"	7"	7"	7"	9"	9"
	Assessed at (%)	75%	75%	100%	100%	100%	100%
	Multiple Frontage Reduction	Yes*	Yes*	Yes*	Yes*	None	None
	Base Assessment Rate	Calculated on an individual street basis using actual bid prices					
(Y=Assessed N=Not Assessed)		New Concrete		Rural to Urban Conversion		Direct Assessments (in addition to Base Rate)	
Construction Items							
Administrative Fees		Y		Y		-	
Property Owner Notification		Y		Y		-	
Concrete Pavement		Y		Y		-	
Curb & Gutter (Integral)		Y		Y		-	
Sawcutting		Y		Y		-	
Fine Grading		Y		Y		-	
Seed & Mulch/Sod		Y		Y		-	
Terrace Restoration		Y		Y		-	
Concrete Driveway Apron		Y		N *		Per bid price	
Trees		Y		Y		\$0.75 / front foot	
Miscellaneous Asphalt		N		N		-	
Asphalt - Milling		N		N		-	
Curb & Gutter (miscellaneous)		N		N		-	
Geotextile Fabric		N		N		-	
Stone Base		N		N		-	
Unclassified Excavation		N		N		-	
Erosion Control		N		N		-	
Adjust MH/Inlet Tops		N		N		-	
Asphalt - Miscellaneous		N		N		-	
Asphalt Transitions		N		N		-	
Curb Thimbles		N		N		-	
Drill-in Tie Bars/Dowels		N		N		-	
Driveway Closure		N		N		-	
Inlet Leads		N		N		-	
Manhole / Inlet Reconstruction		N		N		-	
Manhole/Inlet Castings		N		N		-	
MH Chimney Seals		N		N		-	
Pavement Marking		N		N		-	
PVC Pipe for sump pumps		N		N		-	
Reinforcing Rods		N		N		-	
Removal - Asphalt		N		N		-	
Removal - C&G		N		N		-	
Removal - Concrete		N		N		-	
Removal - DW Aprons (Conc. & Asp.)		N		N		-	
Removal - Sidewalk		N		N		-	
Repair work from permits		N		N		-	
Repair work from Utility Permits		N		N		-	
Traffic Signals		N		N		-	

* See Calculation Guidelines

ASPHALT PAVEMENT (Not including New Subdivisions)		R-1 Zoning		R-2 Zoning		All Other Zoning	
		After G&G	Rural to Urban Conversion	After G&G	Rural to Urban Conversion	After G&G	Rural to Urban Conversion
	Max. Width	33'	33'	33'	33'	49'	49'
	Max. Thickness	3"	3"	3"	3"	6"	6"
	Assessed at (%)	25%	0%	25%	0%	25%	0%
	Multiple Frontage Reduction	Yes*	Yes*	Yes*	Yes*	None	None
	Base Assessment Rate	Calculated on an individual street basis using actual bid prices					
(Y=Assessed N=Not Assessed)							
Construction Items		Asphalt following G&G		Rural to Urban Conversion		Asphalt Reconstruct / Overlay	Direct Assessments (in addition to Base Rate)
Administrative Fees		Y		Y		N	-
Property Owner Notification		Y		Y		N	-
Asphalt Pavement		Y		Y		N	-
Milling		N		Y		N	-
Sawcutting		N		Y		N	-
Curb & Gutter (New/repair)		N		Y		N	-
Fine Grading		Y		Y		N	-
Seed & Mulch/Sod		N		Y		N	-
Terrace Restoration		N		Y		N	-
Concrete Driveway Apron		N		N *		N *	per bid price
Asphalt (miscellaneous)		N		N		N	-
Geotextile Fabric		N		N		N	-
Stone Base		N		N		N	-
Trees		N		N		N	-
Unclassified Excavation		N		N		N	-
Erosion Control		N		N		N	-
Adjust MH/Inlet Tops		N		N		N	-
Curb Thimbles		N		N		N	-
Drill-in Tie Bars/Dowels		N		N		N	-
Driveway Closure		N		N		N	-
Inlet Leads		N		N		N	-
Manhole / Inlet Reconstruction		N		N		N	-
Manhole/Inlet Castings		N		N		N	-
MH Chimney Seals		N		N		N	-
Pavement Marking		N		N		N	-
Removal - Asphalt		N		N		N	-
Removal - C&G		N		N		N	-
Removal - Concrete		N		N		N	-
Removal - DW Aprons (Conc. & Asp.)		N		N		N	-
Removal - Sidewalk		N		N		N	-
Repair work from permits		N		N		N	-
Repair work from Utility Projects		N		N		N	-
Traffic Signals		N		N		N	-

* See Calculation Guidelines

GRADING & GRAVELING (not including New Subdivisions)		R-1 Zoning		R-2 Zoning		All Other Zoning	
		New Street	Rural to Urban Conversion	New Street	Rural to Urban Conversion	New Street	Rural to Urban Conversion
	Max. Width	35'	35'	35'	35'	51'	51'
	Max. Thickness	-	-	-	-	-	-
	Assessed at (%)	100%	0%	100%	0%	100%	0%
	Multiple Frontage Reduction	Yes*	Yes*	Yes*	Yes*	None	None
Base assessment Rate		Calculated on an individual street basis based upon bid prices					
(Y=Assessed N=Not Assessed)							
Construction Items		New Street		Rural to Urban Conversion		Direct Assessments (in addition to Base Rate)	
Administrative Fees		Y		N		-	
Property Owner Notification		Y		N		-	
Fine Grading		Y		N		-	
Seed & Mulch/Sod		Y		N		-	
Erosion Control		Y		N		-	
Sawcutting		Y		N		-	
Unclassified Excavation		Y		N		-	
Stone Base		Y		N		-	
Geotextile Fabric		Y		N		-	
Removal - Asphalt		Y		N		-	
Removal - C&G		Y		N		-	
Removal - Concrete		Y		N		-	
Removal - Sidewalk		Y		N		-	
Miscellaneous Asphalt		N		N		-	
Miscellaneous Curb & Gutter		N		N		-	
Adjust MH/Inlet Tops		N		N		-	
Street Lighting		Y		N		-	
Traffic Signals		N		N		-	

* See Calculation Guidelines

B. Calculation Guidelines – Street Construction and Reconstruction

1. Assessments will be levied according to the front foot dimensions of abutting property except as noted.
2. The assessment rate will be the portion (%) of assessable construction costs in accordance with the charts above. Assessments will be reduced proportionately for pavements constructed less than the maximum widths.
3. Public owned property, including lands under the jurisdiction of the Board of Education, Parks and Recreation Committee and other branches of city, churches and private schools and other exempt properties will be assessed 100% of the “all other zoning” assessment rate regardless of the zoning. (BPW 2/2/94) All county, state and federal governments will be exempt from assessment charges. (City Attorney 1/23/14)
4. The assessment rate for alley pavement will be based on the full width of the pavement.

5. The City assumes the entire cost of permanent pavement for all intersections on new construction in areas platted prior to 1/1/04 or after 12/31/14.
6. Driveway approaches shall be constructed at property owner's expense when:
 - a. When permanent street surfaces are constructed.
 - b. Where a street has been permanently improved, driveway approaches shall be installed within six months of the completion of the adjacent structure.
 - c. When ordered installed by the Common Council.
 - d. When a property owner requests approach to be widened, rebuilt or closed.
7. The costs of closing unused driveway openings that are closed in conjunction with the paving program are not directly assessed to the property owner.

Any driveway approach without improved surface shall be paved with a permanent surface in conjunction with a street-paving project. The cost will be assessed to the property.
(S&S 3/3/93 and MSC 9/3/97)

8. The cost of the initial asphalt surface application on a new subdivision gravel street will be billed at the time of official street opening.
9. All asphalt maintenance exclusive of the initial application will be done as general maintenance and at no cost to the abutting property.
10. Assessments for asphalt pavements that are constructed without curb and gutter (City standard) will be calculated by dividing total project cost by assessable frontage.
11. Assessments for trees to be installed on new street paving will be included with paving assessments.
12. If one person owns an entire block as one parcel and the block is zoned R-1 or R-2, the shortest side shall be assessed in full. The remaining sides shall receive up to a 120' discount.
13. On paving projects where there are other contributing sources of funding such as federal, state, or from other units of government, the City rates will be applied. If projected revenue (using the City rates) exceeds the City's share of project costs, then assessment rates will be reduced proportionately so that revenue equals City share of project cost. "City share" of project cost will include, in addition to normal construction costs, items such as right-of-way acquisition, relocation costs, consultant cost, all Department of Transportation administrative and review costs, and any other fees charged by the other participating units of government.
(BPW 1/7/97)
14. When the long side of a corner lot falls on the "bulb" or "mouse ear", the assessment shall be calculated as follows:
 - a. Determine a rate per foot by dividing the lump sum per lot charge by the actual footage of the long side.
 - b. The first 120 feet will be charged 25% of the rate calculated in "a" above. The balance of the frontage will be assessed at 100% of the rate calculated in "a" above. (BPW 1/21/98)
15. The requesting property owner, where permitted, shall pay all additional cost for indented parking.

16. When additional pavement width is required to accommodate on street bike lanes, the extra width beyond what would be required for a standard street design, will not be assessed.
17. Assessments will only be levied on partial or total street reconstruction for those streets that do not meet current City Street or Drainage standards prior to their reconstruction.
18. Calculation Guidelines:
 - a. On multiple frontage lots zoned R-1 or R-2, the shortest side will be assessed at 100% of the assessment rate. On the other sides, the first 120 feet of each side will be assessed at 25% (R-2, 50%) of the assessment rate. The balance of the frontage will be assessed at 100% of the assessment rate.
 - b. On lots having multiple frontages, there will be NO assessment for the frontage to which access is legally precluded or fronts on a naturally occurring access barrier such as a steep incline.
 - c. On inside corner or multiple frontage lots, the side or sides precluded from access are not included in the assessment frontage determination.
 - d. On multiple frontage lots where all sides have equal frontage, the side to be considered the short side is the “Addressed” side.
 - e. On cul-de-sac lots, the abutting property owner shall be responsible for cul-de-sac pavement, overbuild costs including the straightaway portion of the affected property. The assessment will be calculated using total assessable cost divided by the number of properties fully or partially abutting the “bulb” according to the number of originally platted lots.
 - f. On “mouse ear” lots, defined as abutting lots to a widening in the road around a curve but not including lots on a cul-de-sac, the front foot dimensions for assessment calculation will be determined by dividing the square footage of the property by the average depth of the lots in the block.
 - g. For work abutting only part of a parcel’s total frontage, assessments will be calculated based on the partial frontage. The balance will be assessed as work is completed along the remaining frontage.
 - h. Definition of “addressed” side: The street with the house number.
 - i. No corner lot exception will be provided for combined properties that did not meet the corner lot criteria prior to their combination.

19. The Wheel Tax is used for reconstructed asphalt and concrete streets only. Not for rural to urban conversion to concrete pavement.

20. Portions of projects funded by TIF and IPLF are not assessable.

II. SIDEWALKS

A. General Information

SIDEWALKS (Not including New subdivisions)		R-1 Zoning		R-2 Zoning		All Other Zoning	
		New	Recon.	New	Recon.	New	Recon.
	Max. Width	5'	5'	5'	5'	5'	5'
	Max. Thickness	5"	5"	5"	5"	7"	7"
	Assessed at (%)	100%	125%	100%	125%	100%	125%
	Multiple Frontage Reduction	Yes*	Yes*	Yes*	Yes*	None	None
	Base Assessment Rate	Calculated annually based upon the average bid prices for the sidewalk reconstruction, concrete paving reconstruction and asphalt paving reconstruction contracts.					
(Y=Assessed N =Not Assessed)							
Construction Items		New and Reconstruction not meeting replacement criteria		Reconstruction meeting replacement criteria		Individual Rates (if not included in current Rate above)	
Administrative Fees		Y		N		-	
Property Owner Notification		Y		N		-	
Concrete Sidewalk		Y		N		-	
Seed & Mulch (max. of 18" on each side of walk)		Y		N		-	
Terrace Restoration		Y		N		-	
Sawcutting		N		N		-	
Fine Grading		N		N		-	
Miscellaneous Asphalt		N		N		-	
Stone Base		N		N		-	
Driveway Aprons - Removal and Replacement		Y		n/a		-	
Unclassified Excavation		N		N		-	
Erosion Control		N		N		-	
Drill-in Tie Bars/Dowels/Rebar		N		N		-	
Removal - Sidewalk		N		N		-	

* See Calculation Guidelines

B. Calculation Guidelines - Sidewalks

1. Assessments will be levied according to the front foot dimensions of abutting property, except as noted.
2. Sidewalks on right-of-ways 60 feet or more will be a minimum of 5 feet wide. Sidewalks on right-of ways less than 60 feet will be a minimum of 4 feet.
3. There will be no assessment for sidewalk that meets the replacement criteria as defined in the Sidewalk Maintenance Policy.
4. Assessments will be levied when sidewalks not meeting replacement criteria are replaced at the property owner's request
5. Service walks between the curb and sidewalk will be assessed to the property owner when installed on new subdivision streets.

6. The extra expense of installing a sidewalk beyond the City's standard width or in an unusual manner at the request of the owner will be charged to the abutting property owner.
7. Public owned property, including lands under the jurisdiction of the Board of Education, Parks and Recreation Committee and other branches of city, state or county governments, churches and private schools and other exempt properties will be assessed 100% of the assessment rate regardless of the zoning.
8. To figure credit for useful life (20 years) of sidewalk: credit = divide age of sidewalk by 20. If less than 1.0, multiply that number by the current assessment rate.
9. For City contract installation, sidewalk assessments shall include a 6% administration fee.
10. Calculation Guidelines:
 - a. On multiple frontage lots zoned R-1 or R-2, the shortest side will be assessed at 100% of the assessment rate. On the other sides, the first 120 feet of each side will be assessed at 25% (R-2, 50%) of the assessment rate. The balance of the frontage will be assessed at 100% of the assessment rate.
 - b. On inside corner lots where all sides have equal footage, the side to be considered the short side is the "Addressed" side.
 - c. On lots having multiple frontages, there will be NO assessment for the frontage to which access is legally precluded or fronts on a naturally occurring access barrier such as a steep incline.
 - d. On inside corner or multiple frontage lots, the side or sides precluded from access is not included in the assessment frontage determination.
 - e. For work abutting only part of a parcel's total frontage, assessments will be calculated based on the partial frontage. The balance will be assessed as work is completed along the remaining frontage.
 - f. Definition of "addressed" side: The street with the house number.

III. SANITARY SEWER

A. General Information

SANITARY SEWER (not including New Subdivisions)		R-1 Zoning		R-2 Zoning		All Other Zoning	
		New	Recon.	New	Recon.	New	Recon.
	Max. Size (Diameter)	12"	12"	12"	12"	12"	12"
	Max. Depth	16'	16'	16'	16'	16'	16'
	% Assessed (Main/Laterals)	33%/50%	0%/50%	33%/50%	0%/50%	33%/50%	0%/50%
	Multiple Frontage Reduction	Yes*	N/A	Yes*	N/A	Yes*	N/A
	Current (33% main) Rate	Actual Cost	N/A	Actual Cost	N/A	Actual Cost	N/A
(Y=Assessed N =Not Assessed)		New		Reconstruction		Individual Rates (if not included in current Rate above)	
Construction Items							
Administrative Fees		Y		N		-	
Property Owner Notification		Y		N		-	
Sanitary area assessment		Y		N		-	
Sanitary Sewer Main		Y		N		-	
Sanitary Manholes		Y		N		-	
Drop Manholes		Y		N		-	
Manhole Castings		Y		N		-	
Sanitary Laterals (50% Rate)		Y		Y		4" = \$38.00 \$48.30 >4" = Actual Cost	
Lateral Connections		Y		N		-	
Pipe Bedding		Y		N		-	
Pipe Backfill Material		Y		N		-	
Terrace Restoration		Y		N		-	
Seed & Mulch		Y		N		-	
Pavement Restoration		N		N		-	
Sawcutting		N		N		-	
Asphalt removal		N		N		-	
Concrete Removal		N		N		-	
Sidewalk Removal		N		N		-	
Erosion Control		N		N		-	

* See Calculation Guidelines

B. Calculation Guidelines – Sanitary Sewer

1. Assessments will be levied according to the front foot dimensions of abutting property, except as noted. The assessment rate for new sanitary sewers will be determined on the basis of actual construction cost up to and including 12" sanitary sewer main and manholes. The assessment rate for new construction in an existing area will be based upon the rates shown in the chart above.
2. Area assessment, where applicable, will be levied in accordance with Section 18-116 of the Municipal Code of the City of Appleton.

3. Any lot or parcel within the corporate limits which has not paid a sanitary sewer assessment when the main was installed will, at the time the lateral permit is taken out, be required to pay a connection fee with the lateral permit fee. Payment of a connection fee must be made in full prior to connecting. The connection fee, equivalent to the front foot assessment and area assessment, will be based on the assessment rates the year the main was installed.
4. When utilities are installed in a street where one side is within the corporate limits but remains undeveloped, assessments will be levied for the utilities that benefit the parcel. The area assessment for sanitary sewer is calculated using a nominal lot depth of 120 feet. The balance of the area assessment will be assessed when the property is developed and charged a connection fee in lieu of assessments.
5. On sanitary relay, where existing laterals meet the sanitary lateral policy and are not re-laid, the cost of reconnecting (including short sections of connecting pipe, usually within the trench area) is absorbed by the City and not assessed to the property owner.
6. Calculation Guidelines (see chart for applicability):
 - a. On multiple frontage lots zoned R-1 or R-2, the shortest side will be assessed at 100% of the assessment rate. On the other sides, the first 120 feet for each side will be assessed at 0% of the assessment. The balance of the frontage will be assessed at 100% of the assessment rate.
 - b. On multiple frontage lots where all sides have equal frontage, the side to be considered the short side is the “Addressed” side.
 - c. Where sewer exists across an entire parcel frontage, but sewer construction only occurs along part of a parcel’s total frontage, assessments will be calculated based on the partial frontage. The balance will be assessed as work is completed along the remaining frontage. Where sewer exists along only a portion of the parcel frontage, the entire frontage will be assessed.
 - d. Assessment for construction of sanitary sewer will be levied against all abutting property frontage regardless if laterals are present, provided that the property is not legally precluded from connecting to the sewer. Amount of assessment will be calculated according to existing policy.
 - e. Cost of sewer and manhole construction deeper than 16 feet shall be borne by the city except where extra depth is required for development of adjacent property.
 - f. No corner lot exception will be provided for combined properties that did not meet the corner lot criteria prior to their combination.
 - g. For cul-de-sac lots, the assessable footage for each lot shall be the sum of frontages for all lots fully or partially abutting a cul-de-sac divided by the number of lots.
 - h. Assessable footage for sewers constructed within easements shall be equal to the centerline length of easement falling within the property. Assessments will be levied to only those properties with lateral connections to the easement sewer. The easement length will be considered as “frontage” for purposes of calculating multiple-frontage reductions (see 7a. above).
 - i. **Sanitary main reconstruction will be borne by the Wastewater Utility.**

IV. SANITARY SEWER LATERALS

A. General Definition

1. For new development funded by the City, the total cost of lateral installation will be assessed to the property.
2. The assessment rate for reconstruction of laterals and construction of new laterals in existing streets will be based upon the rates shown in the chart from Section III above.

B. Calculation Guidelines

1. Assessments for laterals will be based on the unit cost per foot as indicated in the chart in section III.A applied to the length of the lateral between the sanitary sewer and the property line. The length of lateral assessed shall not exceed $\frac{1}{2}$ the street right-of-way width.
2. Assessments for laterals within cul-de-sacs will be based on the actual length of lateral installed, but shall not exceed the right-of-way radius for the cul-de-sac bulb.
3. Assessments for laterals connected to sewers within easements will be based on actual length of lateral installed, but not to exceed $\frac{1}{2}$ the right-of-way width of the street for which the property is addressed.

V. STORMWATER FACILITIES

A. General Information

STORM SEWER (not including New Subdivisions)		R-1 Zoning		R-2 Zoning		All Other Zoning	
		New	Recon.	New	Recon.	New	Recon.
	Max. Size (Diameter)	-	-	-	-	15"	15"
	Max. Depth	-	-	-	-	10'	10'
	% Assessed (Main/Laterals)	0% / 0% +	0% / 0% +	0% / 0% +	0% / 0% +	33%/50%	33%/50%
	Corner Lot Reduction	Yes*	Yes*	Yes*	Yes*	None	None
	Current Rate	Actual Cost	\$32.00	Actual Cost	\$32.00	Actual Cost	\$32.00
(Y=Assessed N =Not Assessed)		New		Reconstruction		Individual Rates (if not included in current Rate above)	
Construction Items							
Administrative Fees		Y		Y		-	
Property Owner Notification		Y		Y		-	
Regional Stormwater Facilities (built prior to 1/1/02)		Y		Y		See rates Pg. 21	
Regional Stormwater Facilities (built between 1/1/02 and 3/1/06)		Y		Y		See rates Pg. 21	
Regional Stormwater Facilities (built after 3/1/06)		N		N		-	
Locally Water Quality Practices		N		N		-	
Storm Sewer Main		Y		Y		-	
Storm Manholes		Y		Y		-	
Inlets		Y		Y		-	
Inlet Leads		Y		Y		-	
Drop Manholes		Y		Y		-	
Manhole Castings		Y		Y		-	
Storm Laterals		Y		Y		6" = \$26/ft \$29.79 8" = \$30/ft \$34.93 10" = \$33/ft 12" = \$38/ft \$40.34 Greater than 12" actual cost	
Lateral Connections		N		N		-	
Pipe Bedding		Y		Y		-	
Pipe Backfill Material		Y		Y		-	
Terrace Restoration		Y		Y		-	
Seed & Mulch		Y		Y		-	
Pavement Restoration		N		N		-	
Sawcutting		N		N		-	
Asphalt removal		N		N		-	
Concrete Removal		N		N		-	
Sidewalk Removal		N		N		-	
Erosion Control		N		N		-	

B. Calculation Guidelines – Stormwater Facilities

1. Stormwater facilities shall be installed as needed to serve properties contributing to the need for, and benefiting from, such facilities. Storm main shall be installed to serve all properties on arterial streets prior to total reconstruction of the pavement.
2. Assessable stormwater facilities under this section include storm sewer, mains and piping, manholes, inlets and inlet leads. Assessments shall also include overhead, property acquisition and financing costs attributable to the facilities.
3. Assessments for storm sewer will be levied according to the front foot dimensions of abutting property.
 - a. R-1, R-2, zoning
The cost of (re) constructing or relining in existing streets will be borne by the Stormwater Utility.
 - b. The cost of constructing or reconstructing storm sewers, mini-sewers or other drainage facilities in existing developed areas zoned R-1 and R-2 annexed after January 1, 1999 will be fully assessable to the abutting property owners.
 - c. All Other Zoning
The assessment rate for storm sewer (re) construction or relining in existing streets will be 33% of the actual construction cost, up to and including 15" storm main (not deeper than 10'), manholes, inlets and inlet leads. Credit will be given for the remaining useful life of a reconstructed or relined sewer based on current cost of construction. For this purpose, the useful life of storm sewer will be 75 years.
4. Assessments for new developments will be based on the actual construction costs of facilities required by the subdivision and charged on a per lot basis. To calculate an equivalent lot cost for parkland, school properties or other atypical lots, use the average size of a new development lot that abuts the parkland, school property or atypical lot. Example, if a lot is 10,000 square feet and parkland, school property or atypical lot is 100,000 square feet; the charge for that land would be equivalent to 10 lots.
5. Any lot or parcel zoned other than R-1 or R-2, within the corporate limits which has not paid a storm sewer assessment when the main was installed will, at the time the lateral permit is taken out, be required to pay a connection fee with the lateral permit fee. This will be effective the same date as the initial Special Assessment policy for storm sewers. The connection fee, equivalent to the front foot and area assessment, will be based on the assessment rates the year the main was installed.
6. Public owned property, including lands under the jurisdiction of the Board of Education, Parks and Recreation Committee and other branches of city, state or county governments, churches and private schools and other exempt properties will be assessed 100% of the assessment rate regardless of the zoning.
7. Calculation Guidelines – (See chart for applicability).
 - a. On multiple frontage lots zoned R-1 or R-2, the shortest side will be assessed at 100% of the assessment rate. On the other sides, the first 120 feet of each side will be assessed at 0% of the assessment rate. The balance of the frontage will be assessed at 100% of the assessment rate.
 - b. On multiple frontage lots where all sides have equal frontage, the side to be considered the short side is the “Addressed” side.

- c. At the completion of the improvements, where sewer exists across an entire parcel frontage, but sewer construction only occurs along part of a parcel's total frontage, assessments will be calculated based on the partial frontage. The balance will be assessed as work is completed along the remaining frontage. Where sewer exists along only a portion of the parcel frontage, the entire frontage will be assessed.
- d. Assessment for reconstruction or relining of storm sewer will be levied only when the work affects the main to which the property is connected. Amount of assessment will be calculated according to the existing policy.
- e. No corner lot exception will be provided for combined properties that did not meet the corner lot criteria prior to the combination.
- f. New Development - 100% of actual construction costs of facilities required by the development plus area assessment.
- g. For cul-de-sac lots, the assessable footage for each lot shall be the sum of frontages for all lots fully or partially abutting a cul-de-sac divided by the number of lots.
- h. Assessable footage for sewers (re)constructed within Easements shall be equal to the centerline length of easement falling within the property. Assessments will be levied to only those properties with lateral connections to the easement sewer. The easement length will be considered as "frontage" for purposes of calculating multiple-frontage reductions (see 7a. above).

VI. STORM SEWER LATERALS

A. General Information

- 1. For new development funded by the City, the total cost of lateral installation will be assessed to the property.
- 2. The assessment rate for reconstruction of laterals and construction of new laterals in existing developed streets will be 50% of the actual construction cost.
- 3. Street Reconstruction
 - a. Arterial Streets – Prior to total reconstruction of a street, storm laterals shall be installed to all properties that are not yet served.
 - b. Non-arterial Streets – Prior to total reconstruction of a street, storm laterals shall be installed to all properties not zoned R-1 or R-2. In addition, laterals shall be installed to residential properties based on needs identified under the mini-sewer and rehabilitation programs.

B. Calculation Guidelines

- 1. Assessments for laterals will be based on the unit cost per foot as indicated in the chart in section V.A applied to the length of the lateral between the storm sewer and the property line. The length of lateral assessed shall not exceed ½ the street right-of-way width.
- 2. Assessments for laterals within cul-de-sacs will be based on the actual length of lateral installed, but shall not exceed the right-of-way radius for the cul-de-sac bulb.
- 3. The cost of installing new laterals to properties zoned R-1 or R-2 will be borne by the Stormwater Utility unless the property was annexed after January 1, 1999.
- 4. Assessments for laterals connected to sewers within easements will be based on actual length of lateral installed, but not to exceed ½ the right-of-way width of the street for which the property is addressed.

VII. WATERMAINS AND SERVICES

A. General Information

WATER MAIN (not including New Subdivisions)		R-1,R-2,R-3 Zoning		C-1, C-2 Zoning		All Other Zoning	
		New	Recon.	New	Recon.	New	Recon.
	Max. Size (Diameter)	8"	8"	12"	12"	16"	16"
	Max. Depth	-	-	-	-	-	-
	Assessed at (%)	100%	0% *	100%	0% *	100%	0% *
	Multiple Frontage Reduction	Yes*	Yes*	Yes*	Yes*	None	None
	Current Rate	Actual Cost	Actual Cost	Actual Cost	Actual Cost	Actual Cost	Actual Cost
(Y=Assessed N =Not Assessed)							
Construction Items		New		Reconstruction		Individual Rates (if not included in current Rate above)	
Administrative Fees		Y		N*		-	
Property Owner Notification		Y		N*		-	
Local Water Main		Y		N*		-	
Transmission Main		N*		N*		-	
Valves		Y		N*		-	
Hydrants		Y		N*		-	
Hydrant Leads		Y		N*		-	
1"- 1 1/4" Water Service (Including connection) In New Street(s)		Y		N*		Actual Cost	
1"- 1 1/4" Water Service (Including connection) In Existing Street(s)		Y		N*		Actual Cost	
1 1/2" - 2" Water Service (Including connection) In New Street(s)		Y		N*		Actual Cost	
1 1/2" - 2" Water Service (Including connection) In Existing Street(s)		Y		N*		Actual Cost	
Pipe Bedding		Y		N*		-	
Pipe Backfill Material		Y		N*		-	
Terrace Restoration		Y		N*		-	
Seed & Mulch		Y		N*		-	
Pavement Restoration		N		N		-	
Sawcutting		N		N		-	
Asphalt removal		N		N		-	
Concrete Removal		N		N		-	
Sidewalk Removal		N		N		-	
Erosion Control		Y		N		-	

* See Calculation Guidelines

B. Calculation Guidelines – Water Mains and Services

1. Assessments will be levied according to the front foot dimensions of abutting property, except as noted. The assessment rate will be determined on the basis of actual construction cost required by the city for development.
 - a. R-1, R-2 and R-3 zoning. All costs to construct water main up to and including 8" main, hydrants and valves.
 - b. C-1 and C-2 zoning. All costs to construct water main up to and including 12" main, hydrants and valves.
 - c. Other zoning. All costs to construct water main up to and including 16" main, hydrants and valves.

- d. Water main installed for transmission use shall not be assessed, except if no other main is available for service. The property shall be assessed at the rate of the year the main was installed based on zoning at the time of connection.
 - e. All costs to furnish and install hydrants, including leads and valves shall be assessed.
 - f. In-kind water main reconstruction, including hydrants and leads, is not assessed.
 - g. All additional costs to upgrade a water main, including additional valving due to a service and/or fire line, when requested, shall be borne by the property owner.
 - h. New, and/or additional water main(s) installed for circulation and/or looping in a developed area shall not be assessed, except in case of B1.d.
2. Permission to connect to the City water main prior to annexation must be obtained from the Common Council through the Utilities Committee.
 3. Any lot or parcel within the corporate limits which has not paid a water main assessment when the main was installed will, at the time the water lateral permit is taken out, be required to pay the connection fee with the lateral permit fee. Payment of a connection fee must be made in full prior to connecting. The connection fee, equivalent to the front foot water main assessment, will be based on the assessment rate the year the main was installed. Payment for connection fees may be made in accordance with Section XI.
 4. New Service Installation. The property owner or developer per Schedule Cz-1 (attached) shall pay all installation costs from the main through and including the curb shut-off.
 5. Replacement of Service. All additional cost to upgrade a service (example, 1" copper to 4" service line) shall be borne by the property owner or developer per Schedule X-2 (Attached).
 6. Public owned property, including lands under the jurisdiction of the Board of Education, Parks and Recreation Committee and other branches of city & county governments, churches and private schools and other exempt properties will be assessed 100% of the C-1, C-2 assessment rate regardless of the zoning.
 7. Calculation Guidelines (see chart for applicability)
 - a. On multiple frontage lots zoned R-1, R-2 or R-3, the shortest side will be assessed at 100% of the assessment rate. On the other sides, the first 120 feet of each side will be assessed at 0% of the assessment rate. The balance of the frontage will be assessed at 100% of the assessment rate.
 - b. No corner lot exception will be provided for combined properties that did not meet the corner lot criteria prior to their combination.
 - c. Where water main exists across an entire parcel frontage, but construction only occurs along part of a parcel's total frontage, assessments will be calculated based on the partial frontage. The balance will be assessed as work is completed along the remaining frontage. Where water main exists along only a portion of the parcel frontage, the entire frontage will be assessed.
 - d. On multiple frontage lots where all sides have equal frontage, the side to be considered the short side is the "Addressed" side.
 - e. For cul-de-sac lots, the assessable footage for each lot shall be the sum of frontages for all lots fully or partially abutting a cul-de-sac divided by the number of lots.
 - f. Assessable footage for water mains (re)constructed within Easements shall be equal to the centerline length of easement falling within the property. Assessments will be levied to only those properties with service connections to the easement main. The easement length will be considered as "frontage" for purposes of calculating multiple-frontage reductions (see 7a. above).

- g. Assessments for water services will be based on the unit cost per foot as indicated in the chart in section VII.A applied to the length of the service between the main and the property line. The length of water service assessed shall not exceed $\frac{1}{2}$ the street right-of-way width.
- h. Assessments for water services within cul-de-sacs will be based on the actual length of service installed, but shall not exceed the right-of-way radius for the cul-de-sac bulb.
- i. Assessments for laterals connected to watermain within easements will be based on actual length of lateral installed, but not to exceed $\frac{1}{2}$ the right-of-way width of the street for which the property is addressed.

VIII. STREET LIGHTING

A. Calculation Guidelines

- 1. Assessments for non-decorative streetlights will be levied according to the front foot dimensions of abutting property except as noted.
- 2. Assessments will be levied at the time of and in conjunction with the initial street light installation.
- 3. The assessment rate will be based on the actual cost of installation.
- 4. The assessment rate for replacement of existing streetlights will be based upon the additional cost of enhanced features beyond standard street light requirements.

Assessment Exceptions

- a. On multiple frontage lots zoned R-1, R-2 or R-3, the shortest side will be assessed at 100% of the assessment rate. On the other sides, the first 120 feet of each side will be assessed at 0% of the assessment rate. The balance of the frontage will be assessed at 100% of the assessment rate.
- b. On inside corner or multiple frontage lots, the side or sides precluded from access is not included in the assessment frontage.

IX. NEW SUBDIVISIONS

A. General Information

NEW SUBDIVISION DEVELOPMENT		Subdivisions Platted prior to 1/1/04 or after 12/31/14	Subdivisions Platted between 1/1/04 and 12/31/14
	Funding Mechanisms	Private Contracts / City Funds (Assessable)	Private Contracts /Standby Lines of Credit
	Development Agreement Required?	No	Yes
	Assessed at (%)	100%	100%
	Assessment Rates	Actual Costs Incurred.	Actual Costs Incurred.
Construction Items		(Y=City Funded/Assessable D=Developer Financed)	(Y=City Funded/Escrow Draws D=Developer Financed)
		Platted Prior to 1/1/04	Platted After 12/31/14
City Administrative Fees		Y	Y
Area Assessment - Sanitary		Y	Y
Park Fees		Y	D
Regional Stormwater Facilities		Y	Y
Sewer Televising		Y	Y
Temporary Asphalt Pavement		Y	Y
Concrete Pavement ⁺		Y	Y
Sidewalks		Y	Y
Boulevard Trees		Y	Y
Street Name Signs		Y	Y
Traffic Control Signs		Y	Y
Sanitary Sewer		D	D
Sanitary Overbuild		D	D
Storm Sewer		D	D
Storm Overbuild		D	D
Water Main		D	D
Water Main Overbuild		D	D
Sanitary Laterals		D	D
Storm Laterals		D	D
Water Services		D	D
Rear-yard Drains		D	D
Grading & Graveling (Right-of-way)		D	D
Lot Grading		D	D
Private Utilities (Gas, Electric, Telephone, Cable TV)		D	D
Seed & Mulch (Right-of-way)		D	D
Seed & Mulch (Lot areas)		D	D
Street Lights		D	D
Erosion Control		D	D

⁺ See Calculation Guidelines section IX.B.2.

B. Calculation Guidelines – New subdivisions

1. The City does not provide funding for New Subdivisions platted between January 1, 2004 and December 31, 2014 except as indicated in the chart above. Escrow accounts or irrevocable lines of credit will be required of developers for all items administered or installed by the City.
2. For subdivisions platted prior to 1/1/04 or after 12/31/14, assessments for concrete pavement shall be levied in accordance with Section I.A. of this policy.
3. Engineering fees for new subdivision developments shall be included in assessments. Included shall be preparation of plans and specifications, consultant fees, material testing fees, field survey, inspection and assessment preparation.
4. Individual lots within but not part of a new development when funded by the city shall be assessed at the current city interest rate.
5. Extraordinary sanitary sewer construction costs not to be assessed include pipes larger than 12” and depths greater than 16’ when project funded by the city.
6. Typical residential street lighting will consist of 100-watt sodium vapor lamps on a wooden pole, mounted 30 feet high, spaced 250 to 300 feet apart.
7. The effective date for interest to begin accumulating on new subdivision developments will be the date of invoice. This includes all city utilities and street work.
8. Storm sewer area assessment for regional facilities built prior to 3-1-2006 shall be based on the cost of storm sewer needed to serve the subdivision and the share of downstream trunk main.

X. SPECIAL CHARGES

A. General definition

1. Special charges shall accrue interest starting 30 days following the invoice date. Interest shall accrue at the same rate as for special assessments. (Board of Public Works, June 6, 1990).

XI. METHOD OF PAYMENT

A. General Definition

1. Lump sum payment to be paid at due date.
2. One installment if the assessment is \$1000 or less.
3. Five equal annual installments if the assessment is greater than \$1000.
4. Deferred payments will bear an interest at the rate of prime plus 3.00% per annum on the unpaid balance.
5. Separate current year special assessment bills may be combined to establish eligibility for the \$1000 limit for installment payment options. Finance Department must be notified prior to November 1.

XII. MISCELLANEOUS

1. Deferred payment of special assessments is not permitted. (See WI Statutes Chapter 74.)
2. Any construction project where right-of-way acquisition would contribute to 25% or more of the assessment rate shall be brought to the Board of Public Works for review and establishment of an appropriate assessment rate. In establishing this rate, the Board will consider assessment rates for similar projects and any other information it considers relevant

XIII. REFERENCED ITEMS

1/17/83 Street and Sanitation Committee #3

The following policy concerning sump pump discharges adopted, “When streets are paved where storm sewer laterals exist, curb openings for sump pump discharges or surface drainage shall not be allowed.”

7/06/83 Street and Sanitation Committee #6

Most of this information has been put in Appendix IX Stormwater/Clear Water Discharges

3/03/93 Street and Sanitation Committee #10

Any driveway adjacent to a street paving project that is not used will be closed with curb and gutter and will have the terrace reseeded in conjunction with the street paving. The cost of this work is to be included with the assessment for curb and gutter on the project.

Any driveway aprons without improved surfaces shall be either paved with permanent surface or abandoned and closed in conjunction with a street paving project. The cost of either option will be assessed to the property.

2/02/94 Board of Public Works Report - This was adopted as part of the assessment policy.

“Publicly owned property, including lands under the jurisdiction of the Board of Education, Park Board, Water Department and other branches of city, state or county governments, and churches and private schools be assessed 100% of the assessment rate.

11/16/94 Municipal Services Committee #2 - “Resolved, that when a property asks for a second curb cut, the two neighboring properties to each side of the requesting property be notified and asked if they have any problems with the curb cut. If any of the four (4) properties are against the second curb cut, the request must be brought to Municipal Services Committee and Council for approval, thus all neighbors have an avenue for input.”

1/18/95 Board of Public Works #3 - The Board reaffirms its previous recommendation that: The special assessment policy for stormwater that recovers 75% of costs from new developers and 40% from existing benefiting owners be approved. Existing is defined as that a building permit has been issued at the time of adoption of the policy by the Common Council.

1/17/96 Board of Public Works – This was adopted with the assessment policy.

Sidewalks B.2 – The assessment rate for reconstruction of sidewalks will be 125% of the rate of new sidewalks.

9/03/97 Municipal Services Committee – Amended Driveway Opening Policy “Any driveway adjacent to a street reconstruction project that is not used will be permanently paved or closed with curb and gutter and will have terrace reseeded in conjunction with the street work.

3/03/99 Board of Public Works – “Resolved, that the repair and replacement of existing sidewalks in the green dot program be paid by the general fund after green dot has gone through the City once. All hazardous sidewalks as defined by City criteria will be replaced at City cost.”

5/15/13 Board of Public Works – Prime plus 3% will be the rate set for the 5-year payment option.

XIV. 2016 SPECIAL ASSESSMENT RATES

Sanitary Sewer Laterals Reconstruction	4"	\$38.00/ft
	> 4"	actual cost
Storm Sewer Reconstruction up to & including 15" main:		\$32.00/ft
Storm Sewer Laterals Reconstruction	6"	\$26.00/ft
	8"	\$30.00/ft
	10"	\$33.00/ft
	12"	\$38.00/ft
New Water Main - Zoning R1, R2, R3	up to & including 8" main:	actual cost
Zoning C1, C2	up to & including 12" main:	actual cost
Other Zoning	up to & including 16" main:	actual cost

Rates for previous Stormwater Detention Basins (Cost per ERU's)

SE Basin	75% of cost	\$173.25
	40% of cost	92.40
AAL Basin	75% of cost	\$430.20
	40% of cost	229.44
Meade Pond		\$797.04
Holland Pond		\$345.78
Ashbury Pond		\$593.76
Mud Creek South Pond		\$815.00 (2002 basin rate)
Cost for 2003 basins		\$860.00
Southpoint Commerce Park Pond North (K2a)		
Plank Road West		
Cost for 2004 basins		\$915.00
Southpoint Commerce Park Pond South (K2B)		
Cost for 2005 basins		\$1,104.00
Plank Road Northwest Pond		

Public Service Commission of Wisconsin
Appleton Water Department

WATER LATERAL INSTALLATION CHARGE

Subdivision developers shall be responsible, where the main extension has been approved by the utility, for the water service lateral installation costs from the main through the curb stop and box.

When the cost of a utility main extension is to be collected through assessment by the municipality, the actual average water lateral installation costs from the main through the curb stop and box shall be included in the assessment of the appropriate properties.

The initial water service lateral(s), not installed as part of a subdivision development or an assessable utility extension, will be installed from the main through the curb stop and box by the utility, for which the actual cost will be made.

EFFECTIVE: May 1, 2001
PSCW AUTHORIZATION: 190-WR-108
RATE FILE

Public Service Commission of Wisconsin
Appleton Water Department

WATER LATERAL INSTALLATION CHARGE
--

Water mains will be extended for new customers on the following basis:

- A. Where the cost of the extension is to immediately be collected through assessment by the municipality against the abutting property, the procedure set for under Wis. Stat. 66.0703 will apply, and no additional customer contribution to the utility will be required.
- B. Where the municipality is unwilling or unable to make a special assessment, the extension will be made on a customer-financed basis as follows:
 - 1. The applicant(s) will advance as a contribution in aid of construction, the total amount equivalent to that which would have been assessed for all property under (A).
 - 2. Part of the contribution required in (1) will be refundable. When additional customers are connected to the extended main within ten years of the date of completion, contributions in aid of construction will be collected equal to the amount, which would have been assessed under (A) for the abutting property being served. This amount will be refunded to the original contributor(s). In no case will the contributions received from additional customers exceed the proportionate amount, which would have been required under (A) or will it exceed the total assessable cost of the original extension.
- C. When a customer connects to a transmission main or connecting loop installed at utility expense within 10 years of the date of completion, there will be a contribution required of an amount equivalent to that which would have been assessed under A.

EFFECTIVE: May 1, 2001
PSCW AUTHORIZATION: 190-WR-108



July 18, 2016

To: Fox Cities Transit Commission
Finance Committee

From: Debra Ebben
Administrative Services Manager

Subject: Acceptance of 2016 WISDOT Capital funds transfer to Operating Grant.

Background:

Valley Transit is a direct recipient of Federal Transit Administration (FTA) Capital funds through the 5339 grant program. Wisconsin Department of Transportation (WISDOT) also receives FTA Capital funds to distribute to the Tier B properties throughout Wisconsin. WISDOT has transferred Valley Transit's apportionment to us through our federal operating grant.

Valley Transit's 2016 apportionment is \$88,244; which we have applied for directly from the FTA. The FTA provides these funds as an 80/20 grant; 80% grant funded and 20% local match. Valley Transit has applied for the funding and intends to use it to replace the roof at the Transit Center and use the remaining funds to replace infrared heaters in the maintenance shop. The local share will be paid out of Valley Transit's depreciation fund. The costs associated with this grant are as follows:

80% funding from FTA:	\$88,244
20% local match (depreciation account):	<u>\$22,061</u>
Total eligible project cost:	\$110,305

Recommendation:

That the Transit Commission and the Finance Committee accept the 2016 WISDOT Capital funds transfer \$110,305 (\$88,244 federal, \$22,061 from Valley Transit's depreciation reserve) and that Valley Transit's spending authority for 2016 be modified to include the new capital funds.



June 13, 2016

To: Fox Cities Transit Commission
Finance Committee

From: Debra Ebben
Administrative Services Manager

Subject: Acceptance of two Federal Transit Administration Bus and Bus Facilities capital grants of \$645,905.

Background:

Prior to MAP-21 and the 2010 census, Valley Transit received capital money from the State of Wisconsin through an allocation of funds distributed to each state by the Federal Transit Administration (FTA). Now that Valley Transit's urban area is considered to be large (over 200,000), we receive a direct apportionment of FTA funds for our capital needs. Valley Transit's 2015 apportionment was \$268,804 and the 2016 apportionment is \$247,920; which we have applied for directly from the FTA. The FTA provides these funds as an 80/20 grant; 80% grant funded and 20% local match. Valley Transit has applied for the funding and intends to use it to replace one old, fully depreciated bus with more than 500,000 miles. These funds will be combined with the existing budgeted funds from 2014 and 2013 to purchase a total of three buses. The local share will be paid out of Valley Transit's depreciation fund. The costs associated with this grant are as follows:

80% funding from FTA:	\$516,724
20% local match (depreciation account):	\$129,181
Total eligible project cost:	\$645,905

Recommendation:

That the Transit Commission and the Finance Committee accept the Federal Transit Administration capital grants for \$645,905 (\$516,724 federal, \$129,181 from Valley Transit's depreciation reserve) and that Valley Transit's spending authority for 2016 be modified to include the new capital funds.



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

**PARKS, RECREATION & FACILITIES
MANAGEMENT**

Dean R. Gazza, Director

1819 East Witzke Boulevard
Appleton, Wisconsin 54911-8401
(920) 832-5572 FAX (920) 993-3103
Email - dean.gazza@appleton.org

TO: Finance Committee

FROM: Dean R. Gazza, Director of Parks, Recreation and Facilities Management

DATE: 7/26/2016

RE: Action Item: Award contract to Miron Construction for Erb Park and Pool renovation project for a contract of \$8,757,842 and a contingency of 7% for a contract not to exceed \$9,370,890.

On July 21, 2016 bids were received and publicly opened to hire a General Contractor for the construction and renovation of Erb Park and Pool. Two bids were received as indicated below.

The bidding instructions were to provide a base bid and a cost for seven alternates. It is the intent to include all alternates in the project, but separate alternate pricing is requested to provide some protection against a bid that exceeds budget. With alternates, if the bids exceed our budget, we the ability to move the project forward with the scope of work outlined in the base bid and defer some or all alternates until funding is available.

The bids were as follows:

	Boldt	Miron	
Base Bid	\$8,823,000	\$8,315,700	
Alternate #1	\$18,000	\$71,000	Entry Signage
Alternate #2	\$83,000	\$73,600	Tennis Courts
Alternate #3	\$104,000	\$87,714	Second Body Slide
Alternate #4	\$25,000	\$20,681	Second Diving Board
Alternate #5	\$26,000	\$36,899	Four Shade Structures
Alternate #6	\$39,000	\$37,646	Foodservice Equipment
Alternate #7	\$83,000	\$114,602	Aquatics Furnishings
Total	\$9,201,000	\$8,757,842	

Miron Construction was the lowest responsible bidder, therefore we recommend awarding a contract of \$8,757,842 and a contingency of 7% for a contract not to exceed \$9,370,890.

We are recommending a 7% contingency that could mostly go unspent if no unforeseen circumstances are encountered. Generally, unforeseen circumstances are a result of soils conditions or environmental issues encountered during excavation.

Please feel free to contact me at 832-5572 with any questions, or by email at dean.gazza@appleton.org.

**SIXTH AMENDMENT TO
RIVERHEATH DEVELOPMENT AGREEMENT**

WHEREAS, RiverHeath LLC, a Wisconsin limited liability company (the “Developer”), and the City of Appleton, a Wisconsin municipal corporation (the “City”) have previously entered into a Development Agreement dated July 15, 2009, and

WHEREAS, the Developer and the City have been working cooperatively to accomplish the projects identified in the Development Agreement, and

WHEREAS, progress has been made to accomplish the tasks outlined in the previous Development Agreement, and

WHEREAS, the Developer and the City seek to amend the Development Agreement to reflect the progress made since the signing of the original agreement,

WHEREAS, the Common Council of the City of Appleton hereby determines that the undertakings contained herein by the City of Appleton, and the expenditure of public funds as indicated herein, serve the public purpose of promoting development in the city of Appleton, and

NOW THEREFORE, the Developer and the City agree that the Development Agreement dated July 15, 2009, as amended by the First Amendment to the Development Agreement dated July 18, 2011, the Second Amendment to the Development Agreement dated September 12, 2011, the Third Amendment to the Development Agreement dated January 10, 2013, the Fourth Amendment to the Development Agreement dated June 10, 2013, and the Fifth Amendment to the Development Agreement dated October 15, 2015 shall be amended as follows:

1. Paragraph 8.1 is amended to read as follows:

8.1. The City shall furnish water to the boundary of the Development.

The City agrees that it shall be responsible for providing and maintaining such water utility improvements to the Development, recouping the costs of the improvements through normal City assessment procedures. The Developer shall be solely responsible for the installation ~~and maintenance~~ of utility improvements to provide water service within the Development and necessary looping as specified by the Department of Public Works. ~~Water service within the Development shall remain a private service. Upon completion of the installation and approval of the infrastructure, said infrastructure shall become the property and responsibility of the City. Developer shall provide all necessary easements for any public watermain within the Development, prior to acceptance by the City.~~ Private hydrants cannot be used for any purposes other than fire protection.

All plans and specifications for the design of the infrastructure and water improvements within the boundaries of the Development shall be subject to the approval of the City's Department of Public Works prior to beginning of construction. Such approval shall not be unreasonably withheld.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

Dated this ____ day of _____, 2013.

DEVELOPER:

RIVERHEATH, LLC

By: _____

Mark Geall, Member

STATE OF _____)
: ss.
_____ COUNTY)

Personally came before me this ____ day of _____, 2016, Mark Geall, to me known to be the person who executed the foregoing instrument and acknowledged the same in the capacity and for the purposes therein intended.

Printed Name: _____

Notary Public, State of Wisconsin

My commission is/expires: _____

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

CITY OF APPLETON:

By: _____
Timothy M. Hanna, Mayor

ATTEST:

By: _____
Kami L. Lynch, City Clerk

STATE OF WISCONSIN)
 : ss.
OUTAGAMIE COUNTY)

Personally came before me this ____ day of _____, 2016, Timothy M. Hanna, Mayor and Kami L. Lynch, City Clerk, of the City of Appleton respectively, to me known to be the persons who executed the foregoing instrument and acknowledged the same in the capacity and for the purposes therein intended.

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

APPROVED AS TO FORM:

James P. Walsh, City Attorney

J:\Attorney\WORD\jpw\RiverHeath\Sixth Amendment to Dev Agrm\Sixth Amendment to Dev Agrm - City - 07-14-16.doc
Last changed: July 14, 2016
By: James P. Walsh



Fox Cities Regional Partnership
125 N. Superior St.
Appleton, WI 54911
920.831.4905 | fax: 920.734.7161
Info@FoxCitiesRegionalPartnership.com

Invoice

Invoice Date 2/12/16
Invoice # 48451

City of Appleton
Ms. Karen Harkness
P.O. Box 2428
Appleton, WI 54912-2428

		Terms	Due Date
		Net 30	3/13/16
Description	Quantity	Rate	Amount
Economic Development Pledge for 2016	1	\$36,000.00	\$36,000.00
Subtotal:			\$36,000.00
Tax:			\$0.00
Total:			\$36,000.00
Payment/Credit Applied:			\$0.00
Balance:			\$36,000.00

Fox Cities Regional Partnership is an affiliate of the Fox Cities Chamber of Commerce. It exists for the purpose of strengthening our local economy by supporting local job creation through the retention, expansion and attraction of primary employers. The Regional Partnership serves as the point of contact for local businesses seeking assistance with labor training, funding, government advocacy, building and land opportunities, demographic and economic information and other individual needs. The Regional Partnership serves the communities of Outagamie and Calumet Counties, as well as the northern portions of Winnebago County.

Welcome back, Karen!
- Manny

February 17, 2016

Ms. Karen Harkness
City of Appleton
P.O. Box 2428
Appleton, WI 54912

Dear Karen,

The Fox Cities Regional Partnership represents our area's first funded and staffed, structured effort focused on primary job creation and resultant economic enhancement. As an Investor in the Regional Partnership, the City of Appleton is an important part of our public/private partnership that strives to improve the quality of life for local residents by supporting business development.

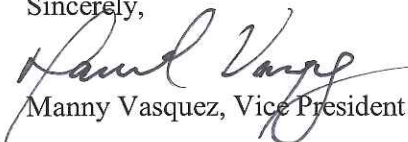
The Fox Cities Regional Partnership is fulfilling its commitment to provide essential support to our existing primary employers, and attract new primary employers to our region. We have put in place an aggressive work plan aimed at meeting our five-year objective of supporting the creation of 1,200 new primary jobs by 2017. To this point, **we have provided assistance to companies in our service area that through either expansions or relocations have announced the creation of more than 1,000 new jobs.** As you can see in the attached Project Outcomes report, this translates to an overall economic impact of over \$363 million! We are currently working with several other employers that have the potential to significantly increase that number.

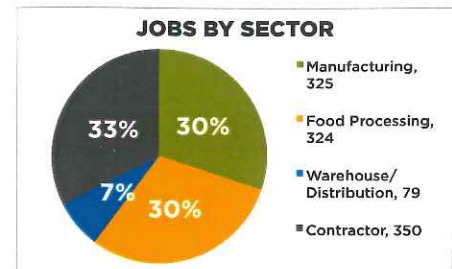
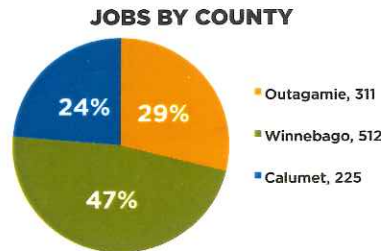
Our progress can be measured in other ways as well. During the 2015 calendar year, we made **individual marketing contacts with more than 80 site selection consultants across the country**, in an effort to establish and build brand awareness of the Fox Cities Region. **Visits to our website have doubled over the previous year's levels.** We also made **in-person visits to the corporate leadership of more than 100 of this region's primary employers.** These appointments – conducted in collaboration with our public sector partners – are made in order to establish working relationships, explore expansion opportunities to provide assistance and identify problems and issues that might impede our companies' competitiveness. Last year, our organization also partnered with more than 20 Fox Cities companies and **hosted 159 college students from 16 universities on a career exploration and community familiarization tour of our region.** "Talent Upload," the Regional Partnership's award-winning talent recruitment program, seeks to directly address local employers' needs around entry-level IT and Engineering talent. Going forward, we plan to continue to focus on helping to retain, attract and develop employers, as well as in-demand talent, within our region. For a more detailed overview of how our organization plans to implement and measure strategies around these core areas of focus, please see the enclosed 2016 work plan.

An economy is a dynamic force, with its health subject to numerous factors and conditions. We know that in order to move our communities forward, it is imperative that we establish and sustain directed marketing efforts in order to exploit the opportunities that are available to us. We also know is that we cannot do the job of economic development alone. Our efforts require collaboration between business, government, education and nonprofits.

We have enclosed a statement for the renewal of your annual pledge for the Fox Cities Regional Partnership. Your funding is essential to our success. We recognize that you have many opportunities to invest in our community. We are honored that you have chosen to invest in our efforts to build local economic health and vitality. We thank you for your vision in providing the resources to move this region forward, and pledge that we will continue to do all we can to assure our mutual success.

Sincerely,


Manny Vasquez, Vice President



EXPANSION & ATTRACTION PROJECT OUTCOMES | 2013-2015

13 COMPANIES

1,078 NEW JOBS

\$369,875,305 IMPACT

PROJECT NAME	NEW JOBS ANNOUNCED	PROJECT DESCRIPTION	REGIONAL PARTNERSHIP ROLE	ECONOMIC IMPACT (DIRECT, INDIRECT & INDUCED)
THIEL CHEESE	12	Cheese producer acquired new equipment that significantly expanded processing capacity	Assisted with governmental land use compliance and economic incentive process	\$ 8,903,494
GALLOWAY FOODS	5	Liquid processing of concentrated dairy blends and sweetened condensed milk. The company is the largest manufacturer of frozen dairy dessert mixes in Wisconsin	Provided assistance with state economic incentive process	\$ 3,709,789
AMEREQUIP	103	Contract manufacturer producing equipment for OEM's, including Ariens, Toro, John Deere and others. Company has established fast growth plans, and considered expansion in Kiel and in North Carolina.	Participated in problem solving process involving City, County, DNR. Assisted with coordination of state economic incentives	\$ 30,594,805
POLYFLEX	40	Plastics blow molding company headquartered in Walworth, WI. Company growth demanded more production space. Decision made to build 59,000 sq. ft. new facility in Kaukauna	Assisted the City of Kaukauna with marketing of the area to the company, and worked with the Industrial and Commercial Development Commission, the Community Development Department and the Common Council to facilitate negotiations and approval processes	\$ 15,857,807
WINONA FOODS	29	Cheese processing company headquartered in Green Bay acquired smaller cheese shredding company in Kaukauna. Acquisition will trigger move of Wisconsin-based production operations into Kaukauna, along with operations currently located in four states	Assisted the company with state incentive process	\$ 21,516,777
SIMPLY INCREDIBLE	120	Central Wisconsin frozen cranberry snack food processor purchased City of Menasha steam generation plant to site expanded production activities	Generated economic impact report to assist City with project assessment and feasibility	\$ 58,911,120
COATING SYSTEMS	26	Hortonville trucking company that has expanded into pipe coating, heat-treating and painting as a contractor to Piping Systems.	Provided assistance to company owner and business consultant with application process associated with Outagamie County Prosperity Fund	\$4,315,028

PROJECT NAME	NEW JOBS ANNOUNCED	PROJECT DESCRIPTION	REGIONAL PARTNERSHIP ROLE	ECONOMIC IMPACT (DIRECT, INDIRECT & INDUCED)
WERNER ELECTRIC	79	Neenah-based electrical Warehouse and distribution company looking to double in size, seeking appropriate location for 200,000 sq. ft. building. Company considering Fox Cities location as well as out of state options	Provided assistance in identifying real estate options, coordination with WEDC for economic incentives, consultation on preparation of presentation for public sector, coordination of meeting with prospect community	\$ 21,241,767
PIPING SYSTEMS	119	Hortonville manufacturer engaged in \$5.5 million, 65,000 sq. ft. expansion associated with having landed a contract to supply pipe to a liquefied natural gas export facility in Maryland	Assisted the company with financial assessment, application and packaging of State incentives and site considerations	\$ 61,712,172
SARGENTO FOODS INC.	140	Cheese producer expanded Hilbert plant capacity and increased production jobs	Working with Plymouth, WI headquarters, Regional Partnership provided extensive labor and demographic research in response to company concerns about being able to access sufficient numbers of employment candidates	\$66,217,679
FAITH TECHNOLOGIES	350	Menasha-based company engaged in major expansion of its engineering sector	Responded to company request for potential real estate options. Responded to City of Menasha request for economic impact numbers associated with expansion	\$62,385,121
BERNATELLOS FOODS	18	Kaukauna-based frozen pizza manufacturer engaged in 25,000 sq. ft. expansion of its bakery department	Provided economic and industry-specific wage data to the company and packaged available local and State incentives	\$8,513,702
PARA TECH COATING INC.	37	California-based Parylene coating service provider looking to open a location in the Fox Cities - home to some of the company's largest customers.	Provided assistance in identifying available real estate options, coordination with WEDC for economic incentives and workforce training programs and subsidies	\$5,996,044

"As company leadership was considering where to expand, we were looking at options locally as well as out of state. The Fox Cities Regional Partnership assisted Werner Electric and worked with the Town of Grand Chute in trying to keep us in the region by identifying real estate options, coordinating with WEDC for economic incentives, and bringing in other local partners whose support was necessary in the making of this project."

Craig Wiedemeier
Vice President of Operations
Werner Electric

"The Fox Cities Regional Partnership assisted Piping Systems with the application and packaging of State incentives, as well as with other site and financial assessments. Ultimately, the State of Wisconsin granted the company up to \$350,000 in Economic Development Tax Credits over the next three years to support our growth. The Village of Hortonville is also providing us over half a million dollars in incentives to support the project."

Jeffrey M. Bunker
President
Piping Systems, Inc.



FINAL WORKPLAN – FY2016

PROGRAM AREA	OBJECTIVE	STRATEGY/ACTION ITEM	TIMING	PERFORMANCE MEASURES	LEAD	Priority
Existing Industry Retention/Expansion	Support growth of local primary employers by identifying needs and opportunities, providing access to available resources, including financial, workforce, real estate, incentives regulatory advocacy and training opportunities	Conduct structured visits to regional primary employers	On-going	Complete a minimum of 100 visits from 1/1 to 12/31	Dir. Existing Industry	1
		Provide support to expanding local primary employers	On-going	Track new job announcements against goal of 1,200 primary jobs	Dir. Existing Industry; VP	1
		Conduct one or two Talent Upload events (based on employer feedback/needs)	Fall 2015; Spring 2016	Minimum of 50 students and 15 companies for each event	Dir. Research & Technology	1
		Provide guidance on availability of loan funds to primary employers and area lenders	On-going	Provide support through application and review processes	Dir. Existing Industry	2
		Participate with area partners in events that serve primary employers (i.e. job fairs, export training, etc.)	On-going	--Co-sponsor a minimum of one career fair --Participate in formal export enhancement network	Dir. Existing Industry; VP Talent & Education	2
		Conduct targeted visits to remote corporate headquarters of local primary employers	On-going	Conduct visits to a minimum of two corporate headquarters	Dir. Existing Industry; VP	2

FINAL WORKPLAN – FY2016

Business Attraction	Continue promoting a regional brand (Made Better Here) and market internally and externally to build brand awareness	--Distribute monthly e-newsletter to internal and external audiences --Pursue opportunities for editorial placements in trade journals, business publications, etc.	On-going	Website visits increase by minimum of 20%	Dir. Research & Technology; Red Shoes PR VP; Red Shoes PR	1
	Develop productive relationships with site selection consultants	Engage with site consultants at appropriate conferences and through targeted city visits (FCRP/ I-41 Collaboration)	On-going	Face-to-face marketing contacts made with a minimum of 35 site selectors from 1/1 to 12/31	VP	1
		Conduct Site Selector Familiarization Tour of the Green Bay-Fox Cities Region	Fall 2016	Conduct one Fam Tour for a minimum of 4 site selectors in collaboration with the Greater Green Bay Chamber	VP; Dir. Research & Technology	1
	Increase regional economic development readiness by expanding inventory of regional "Ready-to-Build" sites	Refine and market the program to FCEDP partners and commercial brokers	On-going	Minimum of three sites certified as Ready to Build	Dir. Research & Technology	2
	Construct a tie between industry attraction and industry retention/expansion programs	Target suppliers identified by existing employers, and market Fox Cities in an effort to bring them to the area	On-going	Identify and market to minimum of six remote suppliers identified from 1/1 to 12/31	Dir. Existing Industry; VP	1

FINAL WORKPLAN – FY2016

Internal marketing	Increase awareness of and support for the Regional Partnership within the service area	--Distribute monthly e-newsletter to internal and external audiences	On-going	--Website visits increase by minimum of 20%	Dir. Research & Technology; Red Shoes PR	1
		--Conduct signature Regional Partnership events (e.g. awards forum, symposiums, etc.) that attract wide spectrum of customers and partners		--Conduct a minimum of one event		2
		Implement recommendations of adopted public relations plan aimed at eliminating confusion, defining mission and objectives	On-going	Positive changes in perception as measured by follow up stakeholder survey to be conducted 6/2016	VP; Red Shoes PR	1
		Facilitate a minimum of one "ED 101" workshop for elected officials, senior staff, boards and commissions, etc.	November 2016	Workshops attended by a minimum of 35	VP; WEDA/WEDC	2
		--Seek opportunities to speak about the Regional Partnership at local service clubs, associations and other community organizations	On-going	--Target of 10 presentations	VP	1

FINAL WORKPLAN – FY2016

		--Provide periodic updates to local elected officials		--Minimum of two presentations to investor communities; minimum of one presentation to non-investor communities		
	Build credibility of the Regional Partnership within its client base	Generate testimonials from industry and clients endorsing the work of the Regional Partnership	On-going	Generate a minimum of five testimonials that can be used on the web and in collateral materials	Dir. Existing Industry; VP; Red Shoes PR	2
	Increase funding support for the Regional Partnership	Employ assistance of staff and Board to target and solicit investment	On-going	Increase private sector annual pledges by \$40k by 7/31	VP/CEO	1
	Enhance relationships and engagement of Regional Partnership Investors	Develop Investor Relations Plan	End of 1 st quarter	Retain 85% of Investors	VP/CEO	1
	Continue enhancement of the organization's effectiveness by identifying and adopting best practices	Participate in professional development opportunities through IEDC, WEDC, WEDA and others	On-going	Participate in four regional/national educational/staff development events	All	2

HOW DOES ECONOMIC DEVELOPMENT WORK?



LOCAL GOVERNMENT

PRIVATE COMPANIES



FUNDING: Our investors provide support based on their commitment to the economic growth of the community, understanding that when development efforts are successful they will benefit — both directly and indirectly.

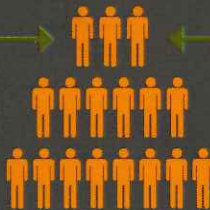
**FOX CITIES
REGIONAL
PARTNERSHIP**
A DIVISION OF **fc**

SUPPORT FOR EMPLOYMENT GROWTH:

We assist existing Fox Cities' primary employers to encourage expansions and hiring, as well as market the Fox Cities Region globally to recruit new business to the area.



**EXISTING INDUSTRY
RETENTION/EXPANSION**



**NEW INDUSTRY
ATTRACTION**



INFUSION OF OUTSIDE \$\$\$ INTO THE AREA:

As new wages circulate through our local retail, service, professional, government and non-profit sectors; our regional economy benefits.



BANKS



RETAIL



SERVICES



NON-PROFIT



TAXES

HIGHER STANDARD OF LIVING



FoxCitiesRegionalPartnership.com

TARGETED INDUSTRIES

**PROJECTED
GROWTH**

+

**HIGHER THAN
AVERAGE WAGES**

+

**COMPETITIVE
ADVANTAGES**

=

**FOX CITIES
WEALTH**

ADVANCED MANUFACTURING

PACKAGING
PAPER
ELECTRONICS
SPECIALTY MACHINERY



FOOD & BEVERAGE PROCESSING

DAIRY / CHEESE
GRAINS
FROZEN FOODS
CANNED GOODS



QUALITY BUSINESS SERVICES

INSURANCE
FINANCE
ENGINEERING
ARCHITECTURAL



TRANSPORTATION MANUFACTURING

HEAVY TRUCKS
AEROSPACE
MILITARY
EMERGENCY EQUIPMENT

GOVERNORS CIRCLE



LEADERSHIP CIRCLE



INVESTORS CIRCLE



SUPPORTERS CIRCLE

American National Bank Fox Cities
Bank of Little Chute
Business Lending Group
City of Appleton
CopperLeaf Boutique Hotel and Spa
Consolidated Construction Co. Inc.

First National Bank Fox Valley
Innovative Machining
Garrow Oil Corp.
Great Northern Corporation
Nordon Business Environments
Martenson & Eisele

Outagamie County
Prospera Credit Union
Time Warner Cable
Town of Buchanan
Town of Grand Chute
Town of Greenville

Town of Menasha
Village of Hortonville
Winnebago County

The following organizations provide Fox Cities Regional Partnership with specific tools to stimulate industry growth





Fox Cities Chamber of Commerce and Industry
125 N. Superior Street
Appleton, WI 54911
(920) 734-7101
<http://www.foxcitieschamber.com/>

Timothy Hanna
City of Appleton
P.O. Box 2428
Appleton, WI 54912-2428

Invoice

Invoice Date: 4/8/16

Invoice Number: 49010

Purchase Order:

			Terms	Due Date
			Net 30	5/8/16
Description	Quantity	Rate	Amount	
Single event sponsor for YP Week 2016 (Karen Harkness)	1	\$2,500.00	\$2,500.00	
			Subtotal:	\$2,500.00
			Tax:	\$0.00
			Total:	\$2,500.00
			Payment/Credit Applied:	\$0.00
			Balance:	\$2,500.00

Membership dues in the Chamber may be tax deductible as an ordinary and necessary expense. Dues paid to the Chamber are not a charitable tax deduction for federal income tax purposes. The Chamber is not a charity, but serves as an advocate organization for area businesses. With the passage of the Omnibus Budget Reconciliation Act of 1993, tax deductions for certain lobbying expenses incurred on your behalf by the Chamber are now prohibited. Effective January 1994, your Chamber investment is 95% deductible as a business expense.



Fox Cities Chamber of Commerce and Industry
125 N. Superior Street
Appleton, WI 54911
(920) 734-7101 | fax: (920) 734-7161
info@foxcitieschamber.com

Invoice

Invoice Date: 4/8/16
Invoice Number: 49010

City of Appleton
Ms. Brenda Broeske
P.O. Box 2428
Appleton, WI 54912-2428

Terms	Due Date
Net 30	5/8/16

Description	Quantity	Rate	Amount
Single event sponsor for YP Week 2016 (Karen Harkness)	1	\$2,500.00	\$2,500.00
4/20/16 - Payment: 8334257894		(\$2,500.00)	(\$2,500.00)
Subtotal:			\$2,500.00
Tax:			\$0.00
Total:			\$2,500.00
Payment/Credit Applied:			\$2,500.00
Balance:			\$0.00

Keep this portion for your records

Please return this portion with your payment

FROM:

City of Appleton
Ms. Brenda Broeske
P.O. Box 2428
Appleton, WI 54912-2428

Invoice # 49010

Amount Due \$0.00

Please remit payment to:

Fox Cities Chamber of Commerce and Industry
125 N. Superior Street
Appleton, WI 54911

Amount Paid \$ _____

CITY OF APPLETON 2016 BUDGET COMMUNITY & ECONOMIC DEVELOPMENT

Marketing & Business Services

Business Unit 10551

PROGRAM MISSION

For the benefit of Appleton's current and prospective businesses and developers, so that business assistance services are identified and conveyed, and Appleton is selected as the prime location for investment, we will provide information and expertise to address business issues and promote the community. We are committed to fostering diversity through policies, processes, programs and educational opportunities that promote understanding and acceptance for all people while creating and supporting a culture of inclusion that celebrates and values our similarities and differences

PROGRAM NARRATIVE

Link to City Goals:

Implements Key Strategies #2: "Proactively pursue collaborative and cooperative agreements to meet the needs of the community", #3: "Develop and implement effective communication strategies", #4: "Develop our Human Resources to meet changing needs", and #6: "Continuously improve efficiency and effectiveness of City

Objectives:

- Continue to enhance the environment in Appleton to promote business and industry and attract investment.
- Continue to examine ways in which City government can be improved to be more responsive, supportive and proactive to business needs.
- Promote Appleton to the broader public, especially business and industry.
- Conduct business retention visits.
- Provide technical assistance for start-up and growing companies.
- Assist and be responsive to prospective and established businesses and developers.
- Promote the City's interest and develop positive relationships through active participation on various boards, committees and organizations.
- Maintain effective relations with members of culturally diverse communities.
- Support and assist in preparing an Economic Development Strategic Plan.
- Support diversity and inclusion for community and staff.
- Provide outreach to minority businesses.

Major changes in Revenue, Expenditures, or Programs:

The Diversity business unit has been combined with this business unit to better reflect the activities of the department. The budget amounts have been restated.

The increase in fringe benefits in this program reflects a staff member's change in health insurance selection.

No investor contribution to the Fox Cities Regional Partnership was made in 2015. \$36,000 is planned in 2016 which is \$.50/capita. We continue strategically investing in and working collaboratively on several significant regional economic development projects, such as the site selectors familiarization tour, YP week, Talent Upload, the Artery and business retention programs.

\$36,000 has been budgeted to continue to support local and regional economic development initiatives and projects. The City's Economic Development Strategic Plan (EDSP) was completed in 2015 and identified primary goals and key strategies that will contribute to the City's future economic health, enhance the business climate, ensure the vibrancy and viability of the City and support community growth consistent with the City's character and culture. This funding will help implement these goals and strategies, including partnering with organizations and projects to advance the City's economy.

PERFORMANCE INDICATORS

	Actual 2013	Actual 2014	Target 2015	Projected 2015	Target 2016
Client Benefits/Impacts					
Connection to source of issue resolution or resource					
# Existing businesses assisted	30	39	40	40	40
# Start-up businesses assisted	19	7	35	20	35
Information specific to development in Appleton					
# of prospects information deliveries	31	65	70	70	70
Facilitate diversity issue resolution					
# businesses and individuals assisted	124	129	100	100	115
Strategic Outcomes					
Appleton's economy grows and tax base enhanced					
% increase in total equalized value	-0.63%	1.60%	2.60%	2.56%	2.60%
Work Process Outputs					
Retention visit clients served					
# Business retention visits/follow-ups	23	18	40	40	40
Web pages revised or added					
# pages	31	27	30	30	30
Marketing and diversity initiatives completed					
# of plans and pieces developed	99	143	114	114	114

**CITY OF APPLETON 2016 BUDGET
COMMUNITY & ECONOMIC DEVELOPMENT**

Marketing & Business Services

Business Unit 10551

PROGRAM BUDGET SUMMARY

Description	Actual		Budget		
	2013	2014	Adopted 2015	Amended 2015	2016
Expenses					
6101 Regular Salaries	\$ 112,806	\$ 116,678	\$ 116,136	\$ 116,947	\$ 119,549
6150 Fringes	32,300	33,745	34,644	34,644	46,440
6303 Membership & Licenses	360	375	725	725	725
6305 Awards & Recognition	-	-	500	500	500
6404 Consulting Services	72,000	88,298	-	-	-
6412 Advertising	-	30	1,000	1,000	1,000
6431 Interpreter Services	526	23	300	300	500
6599 Other Contracts/Obligations	-	-	60,500	60,500	72,000
Total Expense	<u>\$ 217,992</u>	<u>\$ 239,149</u>	<u>\$ 213,805</u>	<u>\$ 214,616</u>	<u>\$ 240,714</u>

DETAILED SUMMARY OF 2016 PROPOSED EXPENDITURES > \$15,000

Other Contracts/Obligations

Fox Cities Regional Partnership	\$ 36,000
Economic development projects & initiatives	36,000
	<u>\$ 72,000</u>



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

MEMORANDUM

TO: Community and Economic Development Committee (CEDC)

FROM: Nikki Gerhard, Community Development Specialist

DATE: July 27, 2016

RE: Environmental Review Policy Incorporation

Staff is proposing adoption of an Environmental Review Policy to ensure that the review procedures are administered uniformly according to the requirements set forth by the Department of Housing & Urban Development (HUD) and other various regulations in an efficient and effective manner.

The Environmental Review Policy addresses the following:

- Clarification of staff responsibilities and roles;
- Clarification of the administrative process the City follows while conducting the environmental reviews;
- Documentation and notices required through HUD and other various regulations prior to authorization and use of all federal funding. This includes not only Community Development Block Grant (CDBG) grants, but also Continuum of Care (CoC) grants and Emergency Solutions Grant-Transitional Housing Program-Homelessness Prevention Program (ETH) grants.

Please find a copy of the proposed Environmental Review Policy attached for your review and approval.

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

Thank you!



Environmental Review Policy & Procedures

Introduction

The purpose of the environmental review process is to analyze the effect a CDBG-funded project may have on the individuals in, and the natural environmental features of, a project area. Through the environmental review (ER) process, the City of Appleton maintains compliance with 24CFR Part 58, HUD regulations implementing the National Environmental Policy Act of 1969 (NEPA), as well as other related federal authorities.

Legal Responsibilities

The Responsible Entity

Under 24CFR Part 58, the term “responsible entity” (RE) means the grantee under the federal CDBG Program. Therefore, these terms are used interchangeably with the City of Appleton. The RE must be the entity completing the environmental review process.

Environmental review responsibilities have both legal and financial ramifications. As part of the assurances and agreements signed by the RE, the Chief Executive Officer (CEO) of the RE agrees to assume the role of “responsible federal official” under the provisions of the National Environmental Policy Act (NEPA). The City of Appleton’s CEO is the current Mayor of the City of Appleton. The CEO is responsible for authorizing all Notice of Intent/Request for the Release of Funds, required under Categorically Exempt but Subject to 58.5 findings, Environmental Assessments, and Environmental Impact Statements.

Environmental Certifying Officer

Under Part 58, the local chief elected or appointed official must assume the role of the Environmental Certifying Officer (ECO) or formally designate another person to do so. The City of Appleton’s Economic and Community Development Director was designated as the CO in 2012 and authorizes all environmental reviews.

The ECO accepts full responsibility for the completeness and accuracy of the review and compliance with applicable laws and regulations. The ECO does not need to be a technical expert, but should be credible if it becomes necessary to defend whether or not the required procedures were followed and completed. The ECO is not the individual who actually conducts the review and completes the applicable documentation in the ERR.

Environmental Review Coordinator

It is the responsibility of the CDBG Environmental Review Coordinator (ERC) to perform the environmental reviews. It is also the responsibility of the ERC to pose/publish public notices associated with projects and complete the necessary documentation and submit them to HUD for approval. The City of Appleton’s Community Development Specialist serves as the ERC.

Environmental Review Record (ERR)

The City of Appleton must prepare and maintain a written record of the environmental review undertaken for each project. This written record or file is called the Environmental Review Record (ERR), and it must be available for public review.

The ERR shall contain all the environmental review documents, public notices, and written determinations or environmental findings required by 24CFR Part 58 as evidence of review, decision making, and actions pertaining to a particular project. The document shall:

- ✓ Describe the project and each of the related activities comprising the project, regardless of individual activity funding source;
- ✓ Evaluate the effects of the project or the activities on human environment;
- ✓ Document compliance with applicable statutes and authorities; and
- ✓ Record the written determinations and other review findings required by 24CFR Part 58.

The ERR will vary in length and content depending upon the level of review required for the categories of proposed activities.

Actions Triggering Environmental Review & Limitations Pending Clearance

All HUD-assisted activities must have some level of environmental compliance review completed for them.

According to the NEPA and Part 58, the RE is required to ensure that environmental information is available before decisions are made and before actions are taken. In order to achieve this objective, Part 58 prohibits the commitment or expenditure of CDBG funds until the environmental review process has been completed and, if required, the City of Appleton receives a release of funds notice from HUD. This means that subrecipients may not spend either public or private funds, or execute a legally binding agreement for property acquisition, rehabilitation, conversion, repair, or construction pertaining to a specific site until environmental clearance has been achieved.

Classifying Activities & Conducting the Review

To begin the environmental review process, the RE must first determine the environmental classification of each activity in the project.

- ✓ Exempt activities;
- ✓ Categorically excluded not subject to Part 58.5;
- ✓ Categorically excluded subject to Part 58.5;
- ✓ Environmental Assessment (EA); or
- ✓ Environmental Impact Statement (EIS)

The environmental regulations at 24CFR Part 58.32 require the RE entity to "...group together and evaluate as a single project all individual activities which are related geographically or functionally," whether or not HUD-assistance will be used to fund all of the project activities or just some of the project activities. The level of environmental review will be dictated by whichever project activity requiring the higher level of review.

Exempt Activities

Certain activities are, by their nature, highly unlikely to have any direct impact on the environment. Accordingly, these activities are not subject to most of the procedural requirements of environmental review. List below are examples which may be considered exempt from environmental review. For complete details, refer to the ER regulations at 24CFR Part 58.34(a)(1) through (12).

- ✓ Environmental and other studies;
- ✓ Information and financial services;
- ✓ Administrative and management activities;
- ✓ Engineering and design costs;

- ✓ Interim assistance (emergency) activities if the assisted activities do not alter environmental conditions and are for temporary or permanent improvements limited to protection, repair or restoration actions necessary only to control or arrest the effects of disasters, or imminent threats to public safety, or those resulting from physical deterioration;
- ✓ Public service activities that will not have a physical impact or result in any physical changes;
- ✓ Inspections and testing of properties for hazards or defects;
- ✓ Purchase of tools or insurance;
- ✓ Technical assistance or training;
- ✓ Payment of principal and interest on loans made or guaranteed by HUD; and
- ✓ Any of the categorically excluded activities subject to Part 58.5 (as listed in 58.35(a)) provided there are not circumstances which require compliance with any other federal laws and authorities listed at Part 58.5 of the regulations.

If a project is determined to be exempt, the RE is required to document in writing that the project is exempt and meets the conditions for exemption. The RE must complete the HUD form titled *Environmental Review for Activity/Project that is Exempt or Categorically Excluded Not Subject to Section 58.5*. These activities do not require completion of a Request for the Release of Funds (RROF) and subsequent HUD approval.

Categorically Excluded Not Subject to Part 58.5 Activities

The following activities, listed at 24CFR Part 58.35(b), have been determined to be categorically excluded from NEPA requirements and are not subject to Section 58.5 compliance determinations.

- ✓ Tenant-based rental assistance;
- ✓ Supportive services including but not limited to: health care, housing services, permanent housing placement, short-term payments for rent/mortgage/utility costs, and assistance in gaining access to local, state, and federal government services;
- ✓ Operating costs including maintenance, security, operation, utilities, furnishings, equipment, supplies, staff training, recruitment, and other incidental costs;
- ✓ Economic development activities including but not limited to: equipment purchase, inventory financing, interest subsidy, operating expenses and similar costs not associated with construction or expansion of existing operations;
- ✓ Activities to assist homebuyers to purchase existing dwelling units or dwelling units under construction such as closing costs, down payment assistance, interest buy downs and similar activities that result in the transfer of title to a property; and
- ✓ Affordable housing predevelopment costs with NO physical impact such as legal, consulting, developer, and other costs related to obtaining site options, project financing, administrative costs and fees for loan commitments, zoning approvals, and other related activities which do not have a physical impact.

To complete environmental requirements for Categorically Excluded projects Not Subject to 24CFR Part 58.5, the responsible entity must make a finding of Categorical Exclusion Not Subject to 58.5 for activities that qualify under that category and put in the ERR. The RE must also carry out any applicable requirements of 24CFR part 58.6 and document the ERR. The project may proceed without public notice or Request for the Release of Funds (RROF) and subsequently HUD approval.

Categorically Excluded Subject to Part 58.5 Activities

The list of categorically excluded activities are found at 24CFR Part 58.35 of the environmental regulations. While the activities listed in 58.35(a) are categorically excluded from the NEPA requirements, the City of Appleton must nevertheless demonstrate compliance with the laws, authorities, and executive orders listed in 58.5.

- ✓ Acquisition, repair, improvement, reconstruction, or rehabilitation of public facilities and improvements (other than buildings) when the facilities and improvements are in place and will be retained in the same use without change in size, or capacity of more than 20 percent;
- ✓ Special projects directed toward the removal of material and architectural barriers that restrict the mobility of and accessibility to elderly and disabled persons;
- ✓ Rehabilitation of buildings and improvements when the following conditions are met:
 - For residential properties with one to four units:
 - The density is not increased beyond four units, and
 - The land use is not changed
 - For multi-family residential buildings (with more than four units):
 - Unit density is not changed more than 20 percent;
 - The project does not involve changes in land use from residential to non-residential; and
 - The estimated cost of rehabilitation is less than 75 percent of the total estimated replacement cost after rehabilitation
 - For non-residential structures including commercial, industrial, and public buildings:
 - The facilities and improvements are in place and will not be changed in size or capacity by more than 20 percent; and
 - The activity does not involve a change in land use from commercial to industrial, non-residential to residential, or from one industrial use to another
- ✓ An individual action on up to four-family dwelling where there is a maximum of four units on any one site. The units can be four one-unit buildings or one four-unit building or any combination in between;
- ✓ An individual action on a project of five or more housing units developed on scattered sites when the sites are more than 2,000 feet apart and there are not more than four housing units on any one site;
- ✓ Acquisition (including leasing) or disposition of or equity loans on an existing structure, or acquisition (including leasing) of vacant land provided that the structure or land acquired, financed, or disposed of will be retained for the same use;
- ✓ Combinations of the above activities

To complete environmental requirements for Categorically Excluded projects Subject To 24CFR Part 58.5, the RE must take the following steps:

- 1) Determine whether or not the project is located in or will have an impact on floodplains and/or wetlands.
 - ✓ It is highly desirable to avoid floodplains and wetlands when undertaking project activities. When this cannot be avoided, specific review procedures contained in 24CFR Part 55 must be completed.
 - ✓ If the project is located in the floodplain or proposes construction in a wetland, the RE must provide written documentation of the decision process in the ERR.
- 2) Complete the Environmental Review for Activity/Project that is Categorically Excluded Subject to Section 58.5.
- 3) For those projects that cannot convert to exempt, publish and distribute the Notice of Intent to Request a Release of Funds (NOI/RROF). The Notice informs the public that the City of Appleton will accept written comments on the findings of its ERR and of the City's intention to request release of funds from HUD. At least seven calendar days after the date of publication must be allowed for public comment.
- 4) The NOI/RROF must be published in a newspaper of general circulation or must be posted in prominent public locations.

- 5) The City of Appleton must also send a copy of the notice to interested parties
- 6) After the seven-day comment period has elapsed, the RE must prepare and submit the actual RROF, along with verification of the notice to HUD. HUD observes a 15-day public comment period, following that HUD approves the RROF for the project or activities.

Until an Authorization to Use Grant Funds (AUGF) is received by the City of Appleton, no portion of the project shall begin.

Projects in Floodplains and Wetlands (24CFR Part 55)

There are two decision-making processes identified in Part 55 concerning floodplains. They are the 8-step process (sec.55.20) and the 5-step process (sec. 55.129a)(3)). The 8-step process will apply unless a project falls under the allowed criteria for using the 5-step decision-making process, which are:

- Disposition of multifamily and single family (1-4 unit) properties [Sec. 55.12(a)(1)]
- Repair, rehabilitation, modernization, weatherization, or improvement of existing residential properties (multifamily, single family, assisted living, etc.) [Sec. 55.12(a)(3)]
 - Number of units is not increased more than 20 percent;
 - Does not involve conversion from non-residential to residential; and
 - Does not meet definition of “substantial improvement” [Sec. 55.2(b)(10)(i)(A)(2)]
- Repair, rehabilitation, modernization, weatherization, or improvement of nonresidential properties [Sec. 55.12(a)(4)]
 - Does not meet the threshold of “substantial improvement”
 - The structure footprint and paved area is not increased more than 10 percent
- Repair, rehabilitation, modernization, weatherization, or improvement of a structure listed on the National Register of Historic Places or on the State of Wisconsin inventory of Historic Places.

The City of Appleton must document, in writing, which process is applicable and each step of the applicable process.

Circumstances Requiring NEPA Review

If the City of Appleton determines that an activity or project identified under the above sections about categorical exclusions (both subject to and not subject to Part 58.5) because of extraordinary circumstances and conditions at or affecting the location of the activity or project may have a significant environmental effect, it shall comply with all the requirements of 24CFR Part 58.35(c).

The City of Appleton is responsible for determining that a given activity qualifies under the definitions for exclusion and/or expedited procedures. 24CFR Part 58.2(a)(3) states an activities clearance level may be elevated if it exhibits extraordinary circumstances that affects its impact on the environment.

Such circumstances are defined as actions that are unique and without precedent; are substantially similar to those which would require an Environmental Assessment (EA) or Environmental Impact Statement (EIS); are unlikely to alter HUD policy or HUD mandates; or due to unusual physical conditions on the site or in the vicinity, have a potential for a significant impact on the environment or in which the environment could have a significant impact on users of the facility.

The ERR must contain a well-organized written record of the process and determinations made per 24CFR 58.38.

Environmental Assessment Activities

Activities which are neither exempt nor categorically excluded (under either category) will require an Environmental Assessment (EA) documenting compliance with NEPA and with the environmental requirements of other federal laws.

The City of Appleton must take the following steps to complete environmental requirements for projects requiring an EA:

- 1) Follow the instructions for Categorically Excluded projects Subject to 24CFR 58.5 to complete the statutory checklist, including historic preservation and floodplain requirements
 - ✓ The floodplain requirements do not apply if the project is not located within a floodplain
- 2) Complete the Environmental Assessment form. The RE must ensure that reliable documentation sources are cited for every item on the checklist
- 3) Make a determination as to whether the project will or will not have a significant impact on the environment. The RE must select one of the following two findings/determinations:
 - ✓ The project is not an action that significantly affects the quality of the human environment and, therefore, does not require the preparation of an environmental impact statement (EIS); or
 - ✓ The project is an action that significantly affects the quality of the human environment and, therefore, requires the preparation of an environmental impact statement (EIS)

No Environmental Impact Statement (EIS) Required

In most instances, the EA will result in a finding that the project is not an action that significantly affects the quality of the human environment and, therefore, does not require an EIS. If this is the case, the City of Appleton must complete the following:

- ✓ Provide public notice, “Finding of No Significant Impact” (FONSI) and Notice of Intent for the Request of Release of Funds (NOI/RROF)
 - The FONSI and NOI/RROF must be published in a newspaper of general circulation or posted within the community and the 15-day public comment period for both the FONSI and the NOI/RROF run in conjunction with one another
 - Any written comments received in response to these notices must be addressed and filed in the ERR.
 - The environmental certification, a copy of the NOI, FONSI, and RROF must be submitted to HUD at least 16 days after publishing/posting the combined/concurrent notices.
- ✓ The FONSI requires two separate 15-day review periods. A 15-day period for comment to the city/county and, after that period, a 15-day comment period commences when HUD receives the RROF notice.

Environmental Impact Statement (EIS)

An Environmental Impact Statement is required when a project is determined to have a potentially significant impact on the environment. Contact HUD if an EIS is anticipated.

Re-Evaluation of Previously Cleared Projects

Sometimes, projects are revised, delayed, or otherwise changed such that a re-evaluation of the ER is necessary. The purpose of the RE’s re-evaluation is to determine if the original findings are still valid. If the original findings are still valid, but data and conditions upon which they were based have changed, the RE must amend the original findings and update their ERR by including this re-evaluation. The new determination must document:

- ✓ Reference to the previous ERR;
- ✓ Description of both old and new project activities;

- ✓ Determination of FONSI, if still valid;
- ✓ Signature of CO and date

If the RE determines that the original findings are no longer valid, it must prepare an EA or an EIS if the evaluation indicates potentially significant impacts.

Requests to Act as Responsible Entity (RE) for Non-Profit Agencies

Some non-profit agencies, specifically the Appleton Housing Authority, are direct grant recipients of HUD funding. Such agencies often request the City of Appleton to act as the RE for the purposes of performing environmental reviews.

In such cases, the Housing Authority (or other non-profit agency), should provide the City of Appleton with a formal request and full project information, including the following:

- ✓ Project location;
- ✓ Description of existing site or building conditions;
- ✓ Detailed description of proposed project (aggregate);
- ✓ Budget (sources & uses of funds);
- ✓ HUD funding source and grant number;

Although not required, a Memorandum of Understanding (MOU) is suggested when the City of Appleton serves as the responsible entity for another agency. This MOU will detail the understanding and expectation of both parties involved throughout the environmental review process.



MEMORANDUM

TO: Community and Economic Development Committee
FROM: Nikki Gerhard, Community Development Specialist
DATE: July 27, 2016
RE: Reallocation of 2016 CDBG Funding - CRITICAL TIMING

On March 9, 2016, the CEDC approved the final 2016 CDBG award allocations for the public service applicants. The awards were disbursed among 5 sub-recipients and totaled \$80,299, maximizing the 15 percent cap on public service activity funding. Unfortunately, one of the public service awardees, NAMI Fox Valley, recently rescinded their award due to unforeseen curriculum delays. Because of this, an additional \$15,460 of public service funding is available for reallocation to the remaining 4 sub-recipients.

Each of the remaining public service sub-recipients were contacted and expressed much interest in receiving additional funding. Therefore, the available funds are recommended to be disbursed as follows:

- Increase STEP Industries award by \$10,266 to fund at 77% of request, originally comparable to other sub-recipients;
- Disbursing remainder of available funds (\$5,194) equally to each of the 4 sub-recipients (\$1,298.50 each)

Please find a breakdown below further illustrating the suggested increases.

	Amount Requested	Council Approved Allocation	% of Original Request Funded	Suggested Revised Allocation	\$ Increase	% of Adjusted Funds Requested
Harbor House	\$ 27,500.00	\$ 21,085.00	77%	\$ 22,383.50	\$ 1,298.50	81%
Homeless Connections	\$ 20,000.00	\$ 15,460.00	77%	\$ 16,758.50	\$ 1,298.50	84%
LEAVEN	\$ 20,000.00	\$ 15,460.00	77%	\$ 16,758.50	\$ 1,298.50	84%
STEP Industries	\$ 30,000.00	\$ 12,834.00	43%	\$ 24,398.50	\$ 11,564.50	81%
NAMI	\$ 23,440.00	\$15,460.00	66%	-	-	-

Timeliness of the reallocation is crucial as sub-recipient contracts have not been established for the 2016 program year due to HUD delays in issuing the awards. CDBG staff anticipates receiving the HUD award and establishing the sub-recipient contracts in mid-August and would prefer to incorporate the adjusted allocations at that time.

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

VIA ELECTRONIC MAIL

July 21, 2016

Nikki A. Gerhard
Community Development Specialist
City of Appleton – Community & Economic Development
100 N. Appleton St.
Appleton, WI 54911

Dear Nikki:

Further to our discussion earlier this week, I am writing to formally rescind NAMI Fox Valley's application for 2016 Community Development Block Grant funding for our peer specialist training program. Regrettably, NAMI FV will be unable to offer peer specialist training this year due to a delay by the State of Wisconsin in releasing the new curriculum for the program.

When NAMI FV submitted its CDBG application last September, we were aware that the State of Wisconsin was in the midst of rewriting the curriculum for the program. The State had announced that the new curriculum would be ready for approved instructors (including NAMI FV) to offer to students by spring 2016. NAMI FV intended to offer a training using the new curriculum in fall 2016.

Unfortunately, the State has faced multiple delays in its anticipated timeline and now estimates that the curriculum will not be ready to offer to students until early 2017. In the meantime, the State has prohibited any further trainings using the existing curriculum. Accordingly, NAMI FV has canceled our anticipated 2016 training.

On behalf of everyone at NAMI FV, we are very grateful to the City of Appleton for considering our request for funding, and we deeply regret the need to rescind our application.

Sincerely,



Maren H. Peterson
Executive Director



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

MEMORANDUM

TO: Community & Economic Development Committee

FROM: Karen Harkness, Director of Community & Economic Development

DATE: July 29, 2016

RE: Offer to Purchase of Approximately 7.32 Acres in Southpoint Commerce Park

The City of Appleton has received an Offer to Purchase of approximately 7.32 acres of land comprised of Lots 12 and 13 of Plat 1 at the corner of Eisenhower Drive and Plank Road in Southpoint Commerce Park from Commercial Horizons Inc. and/or assigns.

The Offer to Purchase Lots 12 and 13 are part of the Council action taken on July 6, 2016 directing staff to repurchase Lot 13 per Southpoint Commerce Covenants and Deed Restrictions. This Offer to Purchase is also part of the Development Agreement also listed as action on this agenda.

Staff Recommendation:

The Offer to Purchase by Commercial Horizons, Inc. and/or assigns to purchase 7.32 acres of land, more or less, at the corner of Eisenhower Drive and Plank Road in Southpoint Commerce Park at a purchase price of \$45,000 per acre **BE APPROVED.**



MEMORANDUM

TO: Community and Economic Development Committee

FROM: Matt Rehbein, Economic Development Specialist

DATE: July 28, 2016

RE: Request to Waive Repurchase Rights for Lots 5 and 6 of Plat 1 in the Northeast Industrial Park

The City has received a request to waive their repurchase rights per Section 9 of the Deed Restrictions and Covenants (attached) for the above-mentioned lots to allow for the transfer from A&V Wisconsin Realty, LLC to Jerry Van Handel and/or assigns (DDS & J, LLC) (the accepted offer to purchase is attached).

Three (3) parcels of property are part of this sale. The two (2) vacant parcels are 1.14 acres and 1.01 acres, respectively and are being sold in conjunction with the improved property located immediately to the south at 2900 N. Roemer Road. The letter from Attorney Sitzmann dated July 26, 2016 explains that the intent is for A to Z Machine Company, Inc. to utilize the property for expanded operations. A to Z Machine currently occupies two facilities in the Northeast Industrial Park, 2701 E. Winslow Avenue, which was expanded in 2014, and 3035 N. Roemer Road. We are excited to hear of their continued expansion and look forward to supporting their continued success.

Staff Recommendation:

The Community and Economic Development Committee waive the City's Repurchase Rights for Lots 5 & 6, Plat 1, in the Northeast Industrial Park, allowing the transfer from A&V Wisconsin Realty, LLC to Jerry Van Handel and/or assigns (DDS & J, LLC). This waiver of repurchase rights is not transferable, survivable, or assignable. The City's Repurchase Rights would remain on this property.

DEED RESTRICTIONS

APPLICABLE TO ALL PROPERTIES SOLD IN THE NORTHEAST INDUSTRIAL PARK PLAT NO. 1 AND PLAT NO. 2

This conveyance is made subject to the following conditions, covenants, and understandings which shall be binding upon the vendee, his heirs, successors, and assigns:

1. ***Setbacks:***

- A. *Front Yard:* No building shall be constructed on the site nearer than forty (40) feet of the right-of-way of any public street or highway. In the case of corner lots, both forty (40) feet setbacks will apply.
- B. *Side and Rear Yards:* Minimum side and rear yards shall be twenty-five (25) feet, provided that adjacent property owners may mutually agree to jointly construct common wall structures thereby eliminating any setback between buildings.
- C. *County Highways:* A fifty-five (55) foot building setback shall be observed along CTH 00.

2. ***Land Use:***

Uses in the Industrial Park shall be limited to manufacturing, warehousing or wholesale distribution activities, and administrative offices directly related thereto. Commercial and service uses shall not be permitted.

3. ***Construction and Materials:***

- A. Any building erected shall be of masonry construction or enameled steel or the equivalent thereof.

4. ***Landscaping:***

The front yard area of the site shall be graded, landscaped, and planted with trees, shrubs, ground cover, and appropriate natural landscaping materials. Landscaping shall relate to buildings and paved surfaces as to scale, massing, size, shape, and color. At the time of planting, vegetation shall be of sufficient size as to noticeably enhance the site (i.e., whips are inappropriate as primary landscaping elements). Existing trees shall be preserved whenever possible and may be substituted for part of the required landscaping. Plant material shall be of hardy quality, preferably native of Wisconsin. Weedy or short-lived trees such as Box Elder, Poplar, American Elm, or Willow shall not be acceptable. Vendee shall be responsible for maintenance of vegetation and replacement of any defective plant material.

5. ***Parking, Outdoor Storage Areas, and Vehicle Access:***

All parking and outdoor storage areas shall be paved. Parking shall be permitted within the minimum front yard setback area, however, it shall be located no closer than fifteen (15) feet to the public right-of-way line. The purchaser agrees to provide off-street parking for employees, clients, and visitors.

6. ***Outdoor Storage:***

No outside storage of any kind shall be permitted unless such stored materials are visually screened from all streets with a suitable fence, vegetation, berm, or combination thereof. Screening shall be attractive in appearance and in keeping with the architectural quality of the main structure. Said storage shall be limited to behind the front line of the building on the property, and within the building setback lines. No waste material or refuse may be dumped or permitted to remain on any part of the property outside of the buildings. Storage of fuel oil or other bulk fluids must be underground. Fences, walls, or hedges may not be located closer than fifteen (15) feet to any property line.

7. ***Signs:***

Identification signs shall be permitted to promote only the name and/or trademark of the owner or tenant of the parcel on which the sign is placed. Signs, lighting, etc., are to be indicated on the final site plan submitted to the Community Development Committee for review. Ground signs must be set back 10 feet from the right-of-way line and must be of a low profile design subject to approval by the Committee. Building signs must comply with the City Zoning Ordinance.

8. ***Approval of Plans:***

Before commencing the construction or alterations of any buildings, additions, enclosures, fences, loading docks, parking facilities, storage yards, or any other structures or permanent improvements on or to the real estate conveyed hereby, the vendee shall first submit its building plans, specifications, site and landscape plans, and an elevation sketch of all improvements to be placed thereon to the Community Development Committee for its written approval. In the event the Committee or its assigns shall fail to approve or disapprove in writing such building plans, specifications, site and landscape plans, and elevation sketch within thirty (30) days after they have been submitted to them, such approval will not be required and these restrictions will be deemed to have been complied with. The Community Development Committee may assign this review of plans to the Planning Department.

9. ***Repurchase Rights:***

Failure to Build: In the event the owner of land purchased from the City of Appleton does not commence construction of a building within one (1) year after the date of purchase, ownership reverts to the City. The price paid to repurchase shall be the sum of the original purchase price and all special assessments which may have been paid by the buyer or levied against the property after the date of purchase minus the sum of any unpaid property taxes, proration of the current years property taxes to date of closing, title insurance policy premium or cost of warranty abstract, and any liens and encumbrances on the property of a definite or ascertainable amount. Further, repurchase price shall be adjusted by the amount equal to the amount of an option fee for that year had the property been under option between the City and the Buyer. Conveyance shall be by warranty deed.

Resale of Vacant Land: In the event the owner of land purchased from the City of Appleton elects to sell any portion thereof which is vacant, the property shall first be offered, in writing, to the City of Appleton. The City of Appleton shall have sixty (60) days from date of receipt of such offer to accept or reject, unless an extension of time may be mutually agreed upon and set forth in writing. The purchase price shall be computed as in the Article above. Conveyance shall be by warranty deed. The seller shall furnish title insurance policy at the seller's expense.

10. ***Reciprocal Switching:***

The vendee shall agree to request what is known as "reciprocal switching" from the railroad spur line constructed on or across any property in the industrial park site.

11. ***Waiver of Notice:***

All land sold before major assessable improvements are completed in the business park site shall be subject to the purchaser's waiving notice of assessments and hearings, and such waiver shall be part of the negotiations.

12. ***Variances:***

Notwithstanding anything contained herein to the contrary, the City of Appleton expressly reserves the right at any time to authorize in writing variances from the strict applications of these Deed Restrictions or any one or more of them where the circumstances, in its sole and exclusive judgement, justifies the granting of same.

13. ***Enforcement:***

In the event that the vendee fails to perform in accordance with these restrictions, the Common Council, upon recommendation of the Community Development Committee, may take whatever corrective measures it deems appropriate and assess the cost thereof against the property in the same manner as a special assessment. The Common Council shall give at least thirty (30) days notice to the vendee of any violation and the steps required to correct it prior to taking any action to cure such violation.

14. ***Invalidation:***

The invalidation of any one of the covenants or restrictions herein set forth or the failure to enforce any of said restrictions at the time of its violation shall in no way affect any of the other restrictions nor be deemed a waiver of the right to enforce the same thereafter.



231 W. Franklin Street • Appleton, WI 54911
TELEPHONE: 920-733-3963 • FAX: 920-733-8873
www.sitzmannlaw.com

Christopher G. Sitzmann*
Andrew C. Micheletti*
Sara K. Micheletti
* also licensed in Minnesota

July 26, 2016

Sent Via Email: matthew.rehbein@appleton.org

Mr. Matt Rehbein
City of Appleton
100 N. Appleton Street
Appleton, WI 54911

Re: 2900 North Roemer Road, Appleton, Wisconsin

Dear Mr. Rehbein:

Thank you for your email of July 26, 2016 regarding 2900 North Roemer Road, Appleton, Wisconsin.

Attached hereto please find a copy of the Offer to Purchase, together with an Amendment extending the Closing date. My client, DDS & J, LLC, intends to use the property for expanded operations of the A to Z Machine Company, Inc. machine shop operations.

Please let me know if you need further information prior to August 4, 2016 so the matter can get heard by the CEDC on August 10, 2016. Would you recommend my client be present at the CEDC meeting?

Thank you for your assistance.

Very truly yours;

A handwritten signature in dark ink, appearing to read 'Chris Sitzmann', is written over the typed name.

Christopher G. Sitzmann
CGS/lb

cc: A to Z Machine Company, Inc. (Sent Via Email: Mr. Eric Bornemann)
Ms. Karen Harkness (Sent Via Email)
Mr. Dennis Jochman (Sent Via Email)
Mr. Stuart Beduhn (Sent Via Email)

57 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has no notice or knowledge
 58 of Conditions Affecting the Property or Transaction (lines 181-215) other than those identified in Seller's disclosure report dated _____
 59 and Real Estate Condition Report, if applicable, dated _____, which was/were received by Buyer prior to Buyer
 60 signing this Offer and which is/are made a part of this offer by reference **COMPLETE DATES OR STRIKE AS APPLICABLE** and
 61 Seller to provide a Real Estate Condition Report to Buyer within 10 days of acceptance.

62 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE OR CONDITION REPORT(S).**

63 **CAUTION:** If the Property includes 1-4 dwelling units, a Real Estate Condition Report containing the disclosures provided in Wis. Stat. §
 64 709.03 may be required. Excluded from this requirement are sales of property that has never been inhabited, sales exempt from the real
 65 estate transfer fee, and sales by certain court-appointed fiduciaries, (for example, personal representatives who have never occupied
 66 the Property). Buyer may have rescission rights per Wis. Stat. § 709.05.

67 **CLOSING** This transaction is to be closed no later than July 29, 2016

68 _____ at the place selected by Seller, unless otherwise agreed by the Parties in writing.
 69 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values: real estate taxes,
 70 rents, prepaid insurance (if assumed), private and municipal charges, property owners association assessments, fuel and _____
 71 _____

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

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

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

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

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

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

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

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

89 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this Offer at lines 109-115
 90 or 277-286 or in an addendum attached per line 479. At time of Buyer's occupancy, Property shall be in broom swept condition and free of all
 91 debris and personal property except for personal property belonging to current tenants, or that sold to Buyer or left with Buyer's consent.
 92 Occupancy shall be given subject to tenant's rights, if any.

93 **LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights under said lease(s)
 94 and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the (written) ~~and~~ **STRIKE ONE** lease(s), if any,
 95 are to be disclosed to Buyer within 10 days of acceptance.

96 _____ . Insert additional terms, if any, at lines 109-115 or 277-286 or attach as an addendum per line 479.

97 ☐ **ESTOPPEL LETTERS:** Seller shall deliver to Buyer no later than _____ days before closing, estoppel letters dated within
 98 _____ days before closing, from each non-residential tenant, confirming the lease term, rent installment amounts, amount of security
 99 deposit, and disclosing any defaults, claims or litigation with regard to the lease or tenancy.

100 **RENTAL WEATHERIZATION** This transaction (is) ~~is not~~ **STRIKE ONE** exempt from Wisconsin Rental Weatherization Standards (Wis. Admin.
 101 Code Ch. SPS 357). If not exempt, (Buyer) (Seller) **STRIKE ONE** ("Buyer" if neither is stricken) shall be responsible for compliance, including all
 102 costs, with Wisconsin Rental Weatherization Standards. If Seller is responsible for compliance, Seller shall provide a Certificate of Compliance at
 103 closing.

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

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

109 **ADDITIONAL PROVISIONS/CONTINGENCIES** _____
 110 _____
 111 _____
 112 _____
 113 _____
 114 _____
 115 _____

Property Address: 2900 N Roemer Rd, Appleton, WI 54911-8632

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

_____ [Insert proposed use and type and size of building, if applicable; e.g. restaurant/tavern with capacity of 350 and 3 second floor dwelling units]. The optional provisions checked on lines 123-139 shall be deemed satisfied unless Buyer delivers to Seller by the deadline(s) set forth on lines 123-139 written notice specifying those items which cannot be satisfied and written evidence substantiating why each specific item included in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice, this Offer shall be null and void. Seller agrees to cooperate with Buyer as necessary to satisfy the contingencies checked at lines 123-139.

☐ **EASEMENTS AND RESTRICTIONS:** This Offer is contingent upon Buyer obtaining, within _____ days of acceptance, at (Buyer's) (Seller's) **[STRIKE ONE]** ("Buyer's" if neither is stricken) expense, copies of all public and private easements, covenants and restrictions affecting the Property and a written determination by a qualified independent third party that none of these prohibit or significantly delay or increase the costs of the proposed use or development identified at lines 116 to 118.

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

_____ or delivering written notice to Seller if the item(s) cannot be obtained or can only be obtained subject to conditions which significantly increase the cost of Buyer's proposed use, all within _____ days of acceptance of this Offer.

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

☐ **LAND USE APPROVAL:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) **[STRIKE ONE]** ("Buyer's" if neither is stricken) expense, a ☐ rezoning; ☐ conditional use permit; ☐ license; ☐ variance; ☐ building permit; ☐ occupancy permit; ☐ other _____

[CHECK ALL THAT APPLY], for the Property for its proposed use described at lines 116-118 or delivering written notice to Seller if the item(s) cannot be obtained or can only be obtained subject to conditions which significantly increase the cost of Buyer's proposed use, all within _____ days of acceptance.

☐ **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) **[STRIKE ONE]** ("Seller providing" if neither is stricken) a _____ survey (ALTA/ACSM Land Title Survey if survey type is not specified) dated subsequent to the date of acceptance of this Offer and prepared by a registered land surveyor, within _____ days of acceptance, at (Buyer's) (Seller's) **[STRIKE ONE]** ("Seller's" if neither is stricken) expense. The map shall show minimum of _____ acres, maximum of _____ acres, the legal description of the Property, the Property's boundaries and dimensions, visible encroachments upon the Property, the location of improvements, if any, and: _____

_____. **[STRIKE AND COMPLETE AS APPLICABLE]** Additional map features which may be added include, but are not limited to: staking of all corners of the Property; identifying dedicated and apparent streets; lot dimensions; total acreage or square footage; utility installations; easements or rights-of-way. Such survey shall be in satisfactory form and accompanied by any required surveyor's certificate sufficient to enable Buyer to obtain removal of the standard survey exception on the title policy.

CAUTION: Consider the cost and the need for map features before selecting them. Also consider the time required to obtain the map when setting the deadline.

This contingency shall be deemed satisfied unless Buyer, within five (5) days of the earlier of: (1) Buyer's receipt of the map; or (2) the deadline for delivery of said map, delivers to Seller a copy of the map and a written notice which identifies: (1) a significant encroachment; (2) information materially inconsistent with prior representations; (3) failure to meet requirements stated within this contingency; or (4) the existence of conditions that would prohibit the Buyer's intended use of the Property described at lines 116-118. Upon delivery of Buyer's notice, this Offer shall be null and void.

☒ **DOCUMENT REVIEW CONTINGENCY:** This Offer is contingent upon Seller delivering the following documents to Buyer within _____ days of acceptance: **[CHECK THOSE THAT APPLY; STRIKE AS APPROPRIATE]**

☒ Documents evidencing that the sale of the Property has been properly authorized, if Seller is a business entity.

☐ A complete inventory of all furniture, fixtures, equipment and other personal property included in this transaction which is consistent with representations made prior to and in this Offer.

☒ Uniform Commercial Code lien search as to the personal property included in the purchase price, showing the Property to be free and clear of all liens, other than liens to be released prior to or at closing.

☐ Rent roll.

☒ Other Seller shall complete the attached environmental questionnaire within 10 days of acceptance of this offer.

Additional items which may be added include, but are not limited to: building, construction or component warranties, previous environmental site assessments, surveys, title commitments and policies, maintenance agreements, other contracts relating to the Property, existing permits and licenses, recent financial operating statements, current and future rental agreements, notices of termination and non-renewal, and assessment notices.

All documents Seller delivers to Buyer shall be true, accurate, current and complete. Buyer shall keep all such documents confidential and disclose them to third parties only to the extent necessary to implement other provisions of this Offer. Buyer shall return all documents (originals and any reproductions) to Seller if this Offer is terminated.

☒ **CONTINGENCY SATISFACTION:** This contingency shall be deemed satisfied unless Buyer, within _____ days of the earlier of receipt of the final document to be delivered or the deadline for delivery of the documents, delivers to Seller a written notice indicating that this

contingency has not been satisfied. Such notice shall identify which document(s) have not been timely delivered or do not meet the standard set forth for the document(s). Upon delivery of such notice, this Offer shall be null and void.

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. Defects in structural components, e.g. roof, foundation, basement or other walls.
- b. Defects in mechanical systems, e.g. HVAC, electrical, plumbing, septic, well, fire safety, security or lighting.
- c. Underground or aboveground storage tanks presently or previously on the Property for storage of flammable or combustible liquids, including but not limited to gasoline and heating oil.
- d. Defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, lead paint, asbestos, radon, radium in water supplies, mold, pesticides or other potentially hazardous or toxic substances on the premises.
- e. Production of or spillage of methamphetamine (meth) or other hazardous or toxic substances on the Property.
- f. Zoning or building code violations, any land division involving the Property for which required state or local permits had not been obtained, nonconforming structures or uses, conservation easements, rights-of-way.
- g. Special purpose district, such as a drainage district, lake district, sanitary district or sewer district, that has the authority to impose assessments against the real property located within the district.
- h. Proposed, planned or commenced public improvements which may result in special assessments or otherwise materially affect the Property or the present use of the Property.
- i. Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition.
- j. Flooding, standing water, drainage problems or other water problems on or affecting the Property.
- k. Material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides.
- l. Near airports, freeways, railroads or landfills, or significant odor, noise, water intrusion or other irritants emanating from neighboring property.
- m. Portion of the Property in a floodplain, wetland or shoreland zoning area under local, state or federal regulations.
- n. Property is subject to a mitigation plan required under administrative rules of the Department of Natural Resources related to county shoreland zoning ordinances, which obligates the owner of the Property to establish or maintain certain measures related to shoreland conditions and which is enforceable by the county.
- o. Encroachments; easements, other than recorded utility easements; access restrictions; covenants, conditions and restrictions; shared fences, walls, wells, driveways, signage or other shared usages; or leased parking.
- p. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the Property.
- q. Structure on the Property designated as a historic building, any part of the Property located in a historic district, or burial sites or archeological artifacts on the Property.
- r. All or part of the land has been assessed as agricultural land, the owner has been assessed a use-value conversion charge or the payment of a use-value conversion charge has been deferred.
- s. All or part of the Property is subject to, enrolled in or in violation of a certified farmland preservation zoning district or a farmland preservation agreement, or a Forest Crop, Managed Forest (see disclosure requirements in Wis. Stat. § 710.12), Conservation Reserve or comparable program.
- t. A pier is attached to the Property that is not in compliance with state or local pier regulations.
- u. Government investigation or private assessment/audit (of environmental matters) conducted.
- v. Other Defects affecting the Property.

■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by excluding the day the event occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day. Deadlines expressed as a specific number of "business days" exclude Saturdays, Sundays, any legal public holiday under Wisconsin or Federal law, and other day designated by the President such that the postal service does not receive registered mail or make regular deliveries on that day. Deadlines expressed as a specific number of "hours" from the occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24 hours per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as closing, expire at midnight of that day.

■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life of the premises.

(Definitions Continued on page 6)

Property Address: 2900 N Roemer Rd, Appleton, WI 54911-8632

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227 IF LINE 228 IS NOT MARKED OR IS MARKED N/A LINES 264-269 APPLY.

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

237 **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 238 OR 239.**

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

243 If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing, describe at lines 109-115 or 277-286
 244 or in an addendum attached per line 479.

245 **NOTE:** If purchase is conditioned on buyer obtaining financing for operations or development consider adding a contingency for that
 246 purpose.

247 **BUYER'S LOAN COMMITMENT:** Buyer agrees to pay all customary loan and closing costs, to promptly apply for a mortgage loan, and to
 248 provide evidence of application promptly upon request of Seller. If Buyer qualifies for the loan described in this Offer or another loan acceptable to
 249 Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no later than the deadline at line 229. Buyer and Seller agree that
 250 delivery of a copy of any written loan commitment to Seller (even if subject to conditions) shall satisfy Buyer's financing contingency if,
 251 after review of the loan commitment, Buyer has directed, in writing, delivery of the loan commitment. Buyer's written direction shall
 252 accompany the loan commitment. Delivery shall not satisfy this contingency if accompanied by a notice of unacceptability.

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

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

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

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

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

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

277 **ADDITIONAL PROVISIONS/CONTINGENCIES:** This Offer is not subject to the sale of other property or
 278 financing; cash at closing.

279 _____
 280 **Seller shall keep all property grounds mowed and kept clean from debris until the date of closing.**

281 _____

282 _____

283 _____

284 _____

285 _____

286 _____

DEFINITIONS CONTINUED FROM PAGE 4

■ **ENVIRONMENTAL SITE ASSESSMENT:** An "Environmental Site Assessment" (also known as a "Phase I Site Assessment") (see lines 379-395) may include, but is not limited to: (1) an inspection of the Property; (2) a review of the ownership and use history of the Property, including a search of title records showing private ownership of the Property for a period of 80 years prior to the visual inspection; (3) a review of historic and recent aerial photographs of the Property, if available; (4) a review of environmental licenses, permits or orders issued with respect to the Property; (5) an evaluation of results of any environmental sampling and analysis that has been conducted on the Property; and (6) a review to determine if the Property is listed in any of the written compilations of sites or facilities considered to pose a threat to human health or the environment including the National Priorities List, the Department of Nature Resources' (DNR) Registry of Waste Disposal Sites, the DNR's Contaminated Lands Environmental Action Network, and the DNR's Remediation and Redevelopment (RR) Sites Map including the Geographical Information System (GIS) Registry and related resources. Any Environmental Site Assessment performed under this Offer shall comply with generally recognized industry standards (e.g. current American Society of Testing and Materials "Standard Practice for Environmental Site Assessments"), and state and federal guidelines, as applicable.

CAUTION: Unless otherwise agreed an Environmental Site Assessment does not include subsurface testing of the soil or groundwater or other testing of the Property for environmental pollution. If further investigation is required, insert provisions for a Phase II Site Assessment (collection and analysis of samples), Phase III Environmental Site Assessment (evaluation of remediation alternatives) or other site evaluation at lines 109-115 or 277-286 or attach as an addendum per line 479.

■ **FIXTURE:** A "Fixture" is an item of property which is physically attached to or so closely associated with land or improvements so as to be treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage to the premises, items specifically adapted to the premises and items customarily treated as fixtures, including, but not limited to, all: garden bulbs; plants; shrubs and trees; screen and storm doors and windows; electric lighting fixtures; window shades; curtain and traverse rods; blinds and shutters; central heating and cooling units and attached equipment; water heaters and treatment systems; sump pumps; attached or fitted floor coverings; awnings; attached antennas; garage door openers and remote controls; installed security systems; central vacuum systems and accessories; in-ground sprinkler systems and component parts; built-in appliances; ceiling fans; fences; storage buildings on permanent foundations and docks/piers on permanent foundations. A Fixture does not include trade fixtures owned by tenants of the Property.

CAUTION: Exclude Fixtures not owned by Seller such as rented fixtures. See lines 20-22.

■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-7.

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

EARNEST MONEY

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

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

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

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

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TITLE EVIDENCE

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

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

WARNING: Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or uses and therefore should be reviewed, particularly if Buyer contemplates making improvements to Property or a use other than the current use.

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

■ **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's) (Buyer's) ~~STRIKE ONE~~ ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded after the effective date of the title insurance commitment and before the deed is recorded, subject to the title insurance policy exclusions and exceptions, provided the title company will issue the endorsement. If a gap endorsement or equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 365-371).

■ **PROVISION OF MERCHANTABLE TITLE:** For purposes of closing, title evidence shall be acceptable if the required title insurance commitment is delivered to Buyer's attorney or Buyer not more than _____ days after acceptance ("15" if left blank), showing title to the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per lines 341-348, subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements and exceptions, as appropriate.

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

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

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

☒ **ENVIRONMENTAL EVALUATION CONTINGENCY:** This Offer is contingent upon a qualified independent environmental consultant of Buyer's choice conducting an Environmental Site Assessment of the Property (see lines 288-302), at ~~Buyer's~~ (Seller's) expense ~~STRIKE ONE~~ ("Buyer's" if neither is stricken), which discloses no Defects. For the purpose of this contingency, a Defect (see lines 223-225) is defined to also include a material violation of environmental laws, a material contingent liability affecting the Property arising under any environmental laws, the presence of an underground storage tank(s) or material levels of hazardous substances either on the Property or presenting a significant risk of contaminating the Property due to future migration from other properties. Defects do not include conditions the nature and extent of which Buyer had actual knowledge or written notice before signing the Offer.

■ **CONTINGENCY SATISFACTION:** This contingency shall be deemed satisfied unless Buyer, within 45 days of acceptance, delivers to Seller a copy of the Environmental Site Assessment report and a written notice listing the Defect(s) identified in the Environmental Site Assessment report to which Buyer objects (Notice of Defects).

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

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

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

399 If Buyer defaults, Seller may:

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

402 If Seller defaults, Buyer may:

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

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

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

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

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

416 **PROPERTY DIMENSIONS AND SURVEYS** Buyer acknowledges that any land, building or room dimensions, or total acreage or building square
 417 footage figures, provided to Buyer by Seller or by a broker, may be approximate because of rounding, formulas used or other reasons, unless
 418 verified by survey or other means.

419 **CAUTION:** Buyer should verify total square footage or acreage figures and land, building or room dimensions, if material to Buyer's
 420 decision to purchase.

421 **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
 422 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
 423 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
 424 to by the Parties.

425 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING** Seller shall maintain the Property until the earlier of closing or occupancy of
 426 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
 427 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
 428 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
 429 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
 430 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
 431 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,
 432 if this sale is financed by a land contract or a mortgage to Seller, any insurance proceeds shall be held in trust for the sold purpose of restoring the
 433 Property.

434 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and persons registered with the
 435 registry by contacting the Wisconsin Department of Corrections on the Internet at <http://www.widocoffenders.org> or by telephone at
 436 (608) 240-5830.

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

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

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

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450 ☒ **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 437-449). This Offer is contingent upon
 451 a qualified independent inspector(s) conducting an inspection(s) of the Property which discloses no Defects. This Offer is further contingent upon
 452 a qualified independent inspector or qualified independent third party performing an inspection of roof, HVAC equipment, sprinkler system
 453 and extinguishers, Electrical panels & wiring (list any Property feature(s) to be separately inspected, e.g., dumpsite, etc.) which
 454 discloses no Defects. Buyer shall order the inspection(s) and be responsible for all costs of inspection(s). Buyer may have follow-up inspections
 455 recommended in a written report resulting from an authorized inspection performed provided they occur prior to the deadline specified at line 461.
 456 Each inspection shall be performed by a qualified independent inspector or qualified independent third party.
 457 **CAUTION:** Buyer should provide sufficient time for the primary inspection and/or any specialized inspection(s), as well as any follow-up
 458 inspection(s).
 459 For the purpose of this contingency, Defects (see lines 223-225) do not include conditions the nature and extent of which Buyer had actual
 460 knowledge or written notice before signing the Offer.
 461 ☒ **CONTINGENCY SATISFACTION:** This contingency shall be deemed satisfied unless Buyer, within 30 days of acceptance,
 462 delivers to Seller a copy of the inspection report(s) and a written notice listing the Defect(s) identified in the inspection report(s) to which Buyer
 463 objects (Notice of Defects).
 464 **CAUTION:** A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.
 465 ☒ **RIGHT TO CURE:** Seller (shall)(~~shall not~~) STRIKE ONE ("shall" if neither is stricken) have a right to cure the Defects. If Seller has the right to
 466 cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of Buyer's delivery of the Notice of Defects stating
 467 Seller's election to cure Defects, (2) curing the Defects in a good and workmanlike manner and (3) delivering to Buyer a written report detailing the
 468 work done within 3 days prior to closing. This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written
 469 inspection report(s) and: (1) 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
 470 not cure or (b) Seller does not timely deliver the written notice of election to cure.
 471 ☐ **CLOSING OF BUYER'S PROPERTY CONTINGENCY:** This Offer is contingent upon the closing of the sale of Buyer's property located at
 472 _____, no later than _____. If Seller accepts a bona fide secondary offer,
 473 Seller may give written notice to Buyer of acceptance. If Buyer does not deliver to Seller a written waiver of the Closing of Buyer's Property
 474 Contingency and _____
 475 _____
 476 **[INSERT OTHER REQUIREMENTS, IF ANY (e.g., PAYMENT OF ADDITIONAL EARNEST MONEY, WAIVER OF ALL CONTINGENCIES, OR**
 477 **PROVIDING EVIDENCE OF SALE OR BRIDGE LOAN, etc.)] within _____ hours of Buyer's Actual Receipt of said notice, this Offer shall be**
 478 **null and void.**
 479 ☒ **ADDENDA:** The attached Environmental Questionnaire is/are made part of this Offer.
 480 This Offer was drafted by [Licensee and Firm] Stuart Beduhn, Beduhn Properties, LLC
 481 _____ on 06/01/2016
 482 Buyer Entity Name (if any): _____
 483 (X) [Signature] 6-2-16
 484 Buyer's/Authorized Signature ▲ Print Name/Title Here ► Jerry Van Handel and/or assigns Date ▲
 485 (X) _____
 486 Buyer's/Authorized Signature ▲ Print Name/Title Here ► _____ Date ▲
 487 ☒ **EARNEST MONEY RECEIPT** Broker acknowledges receipt of earnest money as per line 10 of the above Offer.
 488 _____ Broker (By) _____
 489 **SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS OFFER SURVIVE CLOSING**
 490 **AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE PROPERTY ON THE TERMS AND CONDITIONS AS**
 491 **SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS OFFER.**
 492 Seller Entity Name (if any): _____
 493 (X) _____
 494 Seller's/Authorized Signature ▲ Print Name/Title Here ► _____ Date ▲
 495 (X) _____
 496 Seller's/Authorized Signature ▲ Print Name/Title Here ► _____ Date ▲
 497 This Offer was presented to Seller by [Licensee and Firm] _____
 498 _____ on _____ at _____ a.m./p.m.
 499 This Offer is rejected _____ This Offer is countered [See attached counter] _____
 500 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

WB-44 COUNTER-OFFER

Counter-Offer No. 3 by (Buyer/Seller) **STRIKE ONE**

NOTE: Number this Counter-Offer sequentially, e.g. Counter-Offer No. 1 by Seller, Counter-Offer No. 2 by Buyer, etc.

The Offer to Purchase dated 06/01/2016 and signed by Buyer Jerry Van Handel and/or assigns
for purchase of real estate at 2200 N. Rosmar Road (tax parcels #311530200, #311530100, #311530000)

is rejected and the following Counter-Offer is hereby made.
CAUTION: This Counter-Offer does not include the terms or conditions in any other counter-offer or multiple counter-proposal unless incorporated by reference.

All terms and conditions remain the same as stated in the Offer to Purchase except the following:

1. Purchase Price to be \$860,000.00

2. Earnest money to be \$10,000.00

3. Real Estate Disclosure Report provided to Buyer on 6/6/2016.

4. Environmental Site Assessment (lines 379-385) shall be at Buyer's expense.

The attached _____ is/are made part of this Counter-Offer.
Any warranties, covenants and representations made in this Counter-Offer survive the closing of this transaction.

This Counter-Offer is binding upon Seller and Buyer only if a copy of the accepted Counter-Offer is delivered to the

Party making the Counter-Offer on or before July 7, 2016 2:30 pm

(Time is of the Essence). Delivery of the accepted Counter-Offer may be made in any manner specified in the Offer to Purchase, unless otherwise provided in this Counter-Offer.

NOTE: The Party making this Counter-Offer may withdraw the Counter-Offer prior to acceptance and delivery as provided at lines 30-33.

This Counter-Offer was drafted by Stuart Beduhn, Beduhn Properties LLC on 07/05/2016

Licenses and Firm ID

(x) [Signature] 7-6-16
Signature of Party Making Counter-Offer Date

Print name: Jerry Van Handel or assigns

(y) [Signature] 7/7/16
Signature of Party Accepting Counter-Offer Date

Print name: Brian Ellisius

(x) _____
Signature of Party Making Counter-Offer Date

Print name: _____

(y) _____
Signature of Party Accepting Counter-Offer Date

Print name: _____

This Counter-Offer was presented by DENNIS J. JOCHMAN, BECHARD INVESTMENTS, INC. on 7/6/16

Licenses and Firm ID

Date

This Counter-Offer is (rejected) (countered) **STRIKE ONE** (Party's Initials) _____ (Party's Initials) _____

NOTE: Provisions from a previous Counter-Offer may be included by reproduction of the entire provision or incorporation by reference. Provisions incorporated by reference may be indicated in the subsequent Counter-Offer by specifying the number of the provision or the lines containing the provision. In transactions involving more than one Counter-Offer, the Counter-Offer referred to should be clearly specified.

WB-40 AMENDMENT TO OFFER TO PURCHASE

**Caution: Use A WB-40 Amendment If Both Parties Will Be Agreeing To Modify The Terms Of The Offer.
Use A WB-41 Notice If A Party Is Giving A Notice Which Does Not Require The Other Party's Agreement.**

1 Buyer and Seller agree to amend the Offer dated June 1, 2016, and accepted July 7, 2016, for
2 the purchase and sale of real estate at 2900 N. Roemer Rd. Tax Parcel No.'s
3 311530200, 311530100, 311530000

4 ☒ Closing date is changed from July 29, 2016, to on or before August 24, 2016, as follows:
5 ☐ Purchase price is changed from \$ _____ to \$ _____
6 ☐ Occupancy date is changed from _____ to _____
7 ☐ Occupancy charge is changed from \$ _____ to \$ _____
8 Other: _____
9 _____
10 _____
11 _____
12 _____
13 _____
14 _____
15 _____
16 _____
17 _____
18 _____
19 _____
20 _____
21 _____
22 _____

23 ALL OTHER TERMS OF THE OFFER TO PURCHASE AND ANY PRIOR AMENDMENTS REMAIN THE SAME.
24 This Amendment is binding upon Seller and Buyer only if a copy of the accepted Amendment is delivered to the
25 Party offering the Amendment on or before July 29, 2016 (Time is of the Essence).
26 Delivery of the accepted Amendment may be made in any manner specified in the Offer to Purchase, unless
27 Otherwise provided in this Amendment.
28 NOTE: The Party offering this Amendment may withdraw the offered Amendment prior to acceptance and
29 delivery as provided at lines 24-27.

30 This Amendment was drafted by Christopher G. Sitzmann, Sitzmann Law Firm Ltd. on 07/26/2016
31 _____
Licensee and Firm ^ Date ^

32 This Amendment was delivered by _____ on _____
33 _____
Licensee and Firm ^ Date ^

34 This Amendment was presented by _____ on _____
35 _____
Licensee and Firm ^ Date ^

36 (x) Jerry Van Handel 7-26-16
37 Buyer's Signature ^ Date ^
38 Print name ^ DDS & J, LLC by Jerry Van Handel, Member

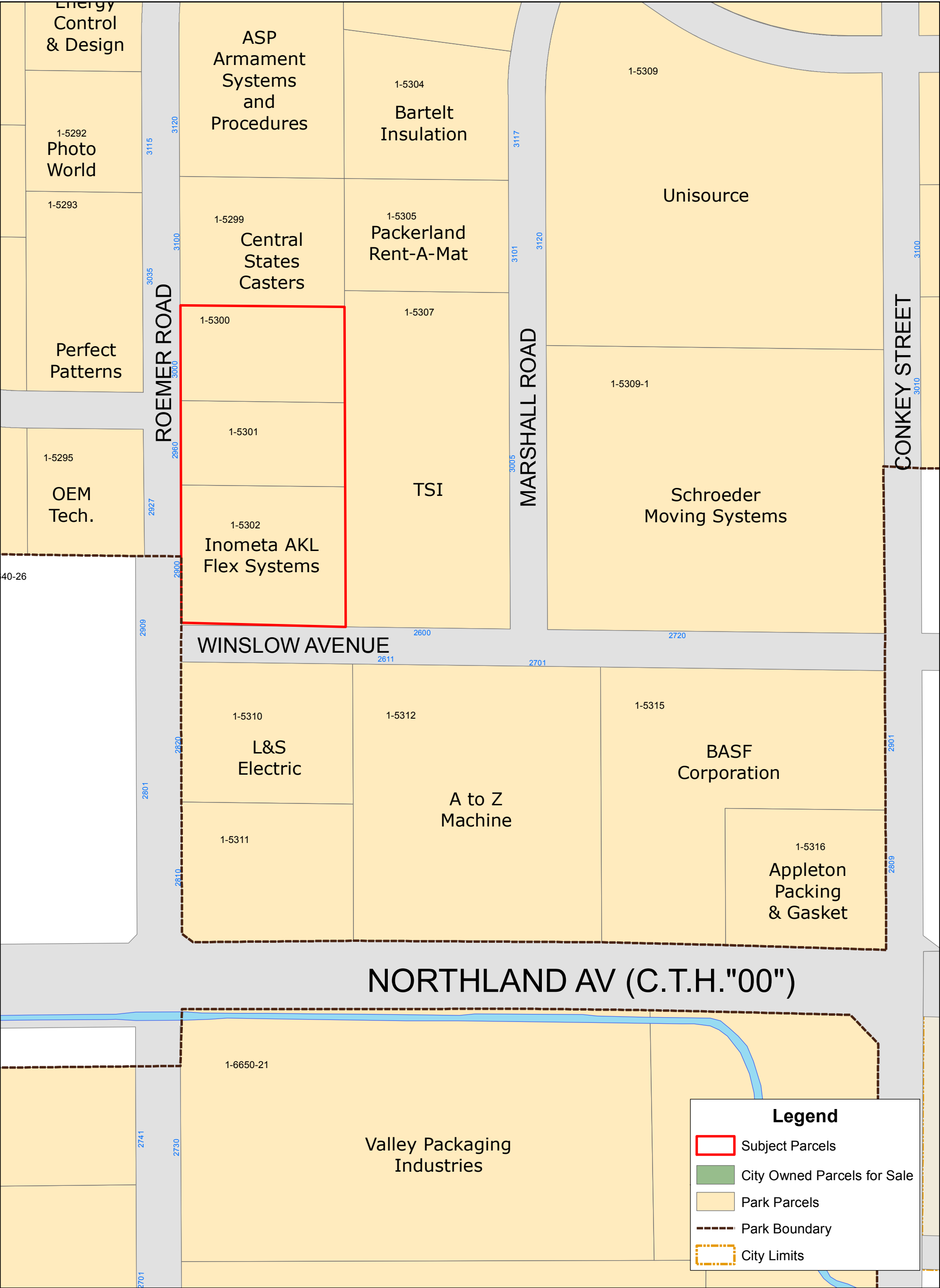
(x) _____
Seller's Signature ^ Date ^
Print name ^ Drew Elisius

39 (x) _____
40 Buyer's Signature ^ Date ^
41 Print name ^ _____

(x) _____
Seller's Signature ^ Date ^
Print name ^ _____

42 This Amendment was rejected by _____ on _____
43 _____
Party Name ^ Date ^

Northeast Business Park Appleton, Wisconsin



0 300 600 Feet





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

MEMORANDUM

TO: Community & Economic Development Committee

FROM: Karen Harkness, Director of Community & Economic Development

DATE: July 29, 2016

RE: Commercial Horizons/Encapsys Development Agreement

This Development Agreement supports the construction of Encapsys' world headquarters, including offices, laboratories and a pilot plant.

The building will be at least 37,000 square feet, and the total development costs will not be less than \$17,000,000.

The City has determined that development of this project in Southpoint Commerce Park will spur economic development, expand the City's tax base, and create new jobs. Pursuant to Section 66.1105 Wisconsin Statutes (the "Tax Increment Law"), the City has further determined that financial assistance for this project's cost is covered under the Tax Incremental Law.

The City investment will be the lesser of: 1) Three Million Seven Hundred Forty Thousand Dollars (\$3,740,000.00); or 2) Twenty-two percent (22%) of the total equalized value of the real and personal property comprising the project as of January 1 of the year the project is fully assessed.

Please contact Karen Harkness, Director of Community and Economic Development at 920-832-6408 or email Karen.harkness@appleton.org with any questions.

TAX INCREMENT DISTRICT NO. 6
DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the "Agreement") is dated as of the ____ day of _____, 2016, by and among Encapsys Southpoint, LLC and Encapsys Southpoint Too, LLC, Wisconsin limited liability companies (hereafter collectively referred to in the singular form as "Developer"), ENCAPSYS, INC, a corporation ("Encapsys") and the CITY OF APPLETON, a Wisconsin municipal corporation (the "City").

RECITALS

Developer, Encapsys and the City acknowledge the following:

A. Developer has been engaged to assist Encapsys in procuring a site, and developing and leasing a new facility which will house Encapsys' world headquarters. The development will include Class "A" office space, laboratories and a pilot plant.

B. Subject to Encapsys' receiving the financial assistance set forth in this Agreement, Encapsys is prepared to enter into a lease to occupy a new building to be constructed by Developer (the "Project") on the real property described on Exhibit A, attached hereto (the "Property"). The Property is located within the City in Tax Increment District #6. All references to the Project include the Property.

C. The City has determined that development of the Project on the Property will spur economic development, expand the City's tax base and create new jobs. Accordingly, the City has created the tax increment district encompassing the Property (the "District") and adopted a project plan (the "Project Plan") that provides for, among other things, the financial assistance set forth in this Agreement, pursuant to Section 66.1105, Wisconsin Statutes (the "Tax Increment Law"). The City has determined that such financial assistance is a Project Cost under the Tax Incremental Law.

D. The City has determined that the amount of financial assistance to be provided under this Agreement is the amount necessary to induce development of the Project. The Project will not proceed without the financial assistance set forth in this Agreement.

E. The City, pursuant to Common Council Action dated _____ has approved this Agreement and authorized the execution of this Agreement by the proper City officers on the City's behalf.

F. The Developer and Encapsys have approved this Agreement and authorized the appropriate officers to execute this Agreement on the Developer's and Encapsys' behalf.

G. All terms that are capitalized but not defined in this Agreement and that are defined under the Tax Increment Law shall have the definitions assigned to such terms by the Tax Increment Law.

AGREEMENTS

NOW, THEREFORE, in consideration of the Recitals and the promises and undertakings set forth herein, the parties mutually agree and covenant as follows:

ARTICLE I DEVELOPER AND ENCAPSYS ACTIVITIES

A. Subject to paragraph D, below, Developer shall construct the Project in accordance with all applicable City zoning and building codes, ordinances and regulations. Developer warrants and represents to the City that the Project will contain at least 37,000 square feet of space and that total development costs expended on the Project (inclusive of personal property) will be not less than \$17,000,000.

B. Subject to paragraph D, below, Encapsys shall enter into a lease to occupy the Project for a term of at least ten (10) years (the "Lease").

C. Developer and Encapsys warrant and represent to the City that but for the assistance to be provided by the City under Article II, herein, Encapsys would not enter into the Lease and Developer would not be able to proceed with the Project.

D. Developer, Encapsys and City acknowledge that several of the specific undertakings of the parties will require approvals from directors, boards or the City Council as applicable. The parties' agreements are conditioned upon the obtaining of all such approvals in the manner required by law. The parties cannot assure that all such approvals will be obtained; however, they agree to use their best good faith efforts to obtain them on a timely basis.

ARTICLE II CITY OBLIGATIONS

A. City shall cooperate with Developer throughout the development of the Project and shall promptly review and/or process all submissions and applications in accordance with applicable City ordinances.

B. Subject to all of the terms, covenants and conditions of this Agreement and applicable provisions of law, and as an inducement by the City to Encapsys and Developer to carry out the Project, the City will pay to Encapsys a development investment (the "Investment"). The principal amount of the Investment shall be the lesser of: 1) Three Million Seven Hundred Forty Thousand Dollars (\$3,740,000.00); or 2) twenty-two percent (22%) of the total equalized value of the real and personal property comprising the Project as of January 1 of the year in which the Project is first fully assessed. Total equalized value shall be the value of the Project (real and personal property), as determined by the Wisconsin Department of Revenue, less the base value of the Property within the District.

If the Project is not fully assessable on January 1, 2018, the principal amount of the Investment will be reduced by the difference between the Tax Increments that would have

been generated by the Project if the Project was fully assessed as of January 1, 2018 and the actual Tax Increments generated by the Project based upon the January 1, 2018 assessment.

The Investment will be paid to Encapsys as follows:

1. The City shall pay the Investment to Encapsys in annual installments of principal and interest. Each annual installment shall be equal in amount to one hundred percent (100%) of the Tax Increments attributable to and actually received from the Property during each calendar year. In 2023, the final year of Tax Increment Financing District #6, the City shall pay the remaining principal and interest balance of the Investment in full. No Tax Increments are pledged to the payment of the Investment.

2. The Investment shall be deemed earned as of the date that a Certificate of Occupancy has been issued.

3. Interest on the Investment, at the rate of four percent (4%) per annum, shall begin to accrue as of the date upon which a certificate of occupancy is issued.

4. The City shall make the annual installments of principal and interest on August 15 of each year, with the first installment due on August 15 of the calendar year following the first tax year in which there is a positive Tax Increment.

5. Funds received from each installment shall be applied first to accrued interest and then to principal. All accrued interest that is not fully paid in a given year shall be added to the outstanding principal balance of the Investment.

6. Annual payments of principal and interest shall cease upon the earlier to occur of (a) full payment of the Investment (plus all accrued interest); or (b) termination of this Agreement, as provided herein.

7. The City may prepay the Investment, in its sole discretion, at any time, with no prepayment penalty.

C. This Agreement fully evidences the City's obligation to pay the Investment. No separate instrument will be prepared to separately evidence the City's obligation to pay the Investment. The Investment shall not be included in the computation of the City's statutory debt limitation because the Investment is limited and conditional and no taxes will be levied or pledged for its payment. Nothing in this Agreement shall be deemed to change the nature of the City's obligation from a limited and conditional obligation to a general obligation.

D. The City covenants to Encapsys and Developer that until the Investment, plus interest thereon, has been paid in full, the City shall not close the District prior to its statutory expiration date.

E. The City shall, upon Encapsys' request, provide to Encapsys an accounting of the status of the District including, but not limited to, the outstanding principal balance of the Investment and annual Tax Increments received from the District.

ARTICLE III PAYMENT OF TAXES

A. Throughout the duration of the Lease, all ad valorem property taxes properly assessed against the Property will be paid timely and in full.

B. In the event that any property owned by Developer within the District becomes exempt from ad valorem property taxes during the life of the District, then for the remaining life of the District, the Developer will make (or cause to be made) annual payments in lieu of taxes in amounts equal to what the ad valorem property taxes would have been for such other property had it not been exempt. If the Developer conveys any property within the District to any party (related or unrelated), the terms of such sale shall impose as a covenant upon all successor owners of the property the foregoing obligation for payments in lieu of taxes during the life of the District. The City shall be a beneficiary of such covenant and entitled to enforce same against the successor owners.

C. As long as the District is in existence, the Property and all buildings and improvements thereon shall be owned and taxable for real estate tax and special assessment purposes. The City may waive any or all of the restrictions upon execution of a payment in lieu of taxes (PILOT) agreement on a form acceptable to the City.

ARTICLE IV NO PARTNERSHIP OR VENTURE

Developer and its contractors or subcontractors shall be solely responsible for the completion of the Project. Nothing contained in this Agreement shall create or effect any partnership, venture or relationship between the City and Developer or any contractor or subcontractor employed by Developer in the construction of the Project.

ARTICLE V CONFLICT OF INTEREST

No member, officer or employee of the City, during his/her tenure or for one year thereafter, will have or shall have had any interest, direct or indirect, in this Agreement or any proceeds thereof.

ARTICLE VI WRITTEN NOTICES

Any written notice required under this Agreement shall be sent to the following individuals:

FOR THE CITY:

City of Appleton
Community and Economic Development Department
100 North Appleton Street
Appleton, WI 54911-4799
Attention: Karen Harkness

With a copy to:

City of Appleton
City Attorney's Office
100 North Appleton Street
Appleton, WI 54911-4799
Attn: James P. Walsh

FOR DEVELOPER:

Commercial Horizons, Inc.
c/o Paul Klister
Commercial Horizon
3500 East Destination Drive
P.O. Box 115
Appleton, WI 54912-0115

With a copy to:

Bruce T. Block, Esq.
Reinhart Boerner Van Deuren s.c.
1000 North Water Street, Suite 2100
Milwaukee, WI 53202

FOR ENCAPSYS:

With a copy to:

ARTICLE VII ASSIGNMENT

No party to this Agreement may assign any of its interest or obligations hereunder without first obtaining the written consent of the other party. Notwithstanding the foregoing, Encapsys may assign its right to receive the Investment to a related entity or to a successor entity that acquires substantially all of the stock or assets of Encapsys and that continues to occupy the Project pursuant to the Lease.

ARTICLE VIII CONDITIONS TO PAYMENT; TERMINATION OF AGREEMENT

A. The City shall have no obligation to make any payment of the Investment to Encapsys unless and until all of the following shall have occurred:

1. Developer shall have completed the Project in substantial compliance with the requirements of Article I, paragraph A of this Agreement.

2. Encapsys shall have entered into the Lease and provided the City's Director of Community and Economic Development and Director of Finance and the City Attorney with a copy of the fully-executed Lease.

3. Encapsys shall have commenced occupancy of the Project.

B. This Agreement, and the City's obligation to make any further payments of the Investment, shall terminate when either of the following shall have occurred:

1. The Investment, plus all interest thereon, is paid in full.

2. The statutory life of the District expires (provided that the City fulfills its obligation under Article II, paragraph B.1.)

C. The City shall have the option to terminate this Agreement and its obligation to make further payments of the Investment, in its sole discretion by delivering written notice to Encapsys, when either of the following occurs:

1. Encapsys ceases to occupy at least fifty percent (50%) of the occupiable space within the Project for twelve (12) consecutive months.

2. Encapsys assigns the Lease to an unrelated entity that is not a purchaser of substantially all of the stock or assets of Encapsys.

ARTICLE IX
MISCELLANEOUS

A. Under no circumstances shall any officer, official, director, member, manager, commissioner, agent, or employee of City, Developer or Encapsys have any personal liability arising out of this Agreement, and no party shall seek or claim any such personal liability.

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

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

D. No modifications, alteration, or amendment of this Agreement shall be binding upon any party until such modification, alteration, or amendment is reduced to writing and executed by all parties to this Agreement.

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

F. If any provisions of this Agreement shall be held or deemed to be inoperative or unenforceable as applied in any particular case in any jurisdiction because it conflicts with any other provision or provisions of this Agreement or any constitution or statute or rule of public policy, or for any other reason, then such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. To the maximum extent possible, this Agreement shall be construed in a manner consistent with the powers of the City, including but not limited to, the City's powers under the Blight Elimination and Slum Clearance Law and the Tax Increment Law, to achieve its intended purpose. Reference is made to Section 66.1333(17) of the Wisconsin Statutes and Chapter 105, Laws of 1975 § 4, which provide that the Blight Elimination and Slum Clearance Law and the Tax Increment Law should be construed liberally to effectuate their purposes.

[Signatures on following pages]

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

CITY OF APPLETON:

By: _____
Timothy M. Hanna, Mayor

ATTEST:

By: _____
Kami L. Lynch, City Clerk

STATE OF WISCONSIN)
 : ss.
OUTAGAMIE COUNTY)

Personally came before me this ____ day of _____, 2016, Timothy M. Hanna, Mayor and Kami L. Lynch, City Clerk, of the City of Appleton respectively, to me known to be the persons who executed the foregoing instrument and acknowledged the same in the capacity and for the purposes therein intended.

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

APPROVED AS TO FORM:

James P. Walsh, City Attorney
J:\Attorney\WORD\jpw\Encapsys\Dev Agrm - City - 07-29-16.doc
Dated Updated: July 29, 2016
By: Christopher R. Behrens

DEVELOPER:

Encapsys Southpoint, LLC

By: _____

Printed Name: _____

Title: _____

STATE OF WISCONSIN)

: ss.

OUTAGAMIE COUNTY)

Personally came before me this ____ day of _____, 2016,
_____, to me known to be the person who executed the foregoing
instrument and acknowledged the same in the capacity and for the purposes therein intended.

Notary Public, State of Wisconsin

My commission is/expires: _____

Encapsys Southpoint Too, LLC

By: _____

Printed Name: _____

Title: _____

STATE OF WISCONSIN)

: ss.

OUTAGAMIE COUNTY)

Personally came before me this ____ day of _____, 2016,
_____, to me known to be the person who executed the foregoing
instrument and acknowledged the same in the capacity and for the purposes therein intended.

Notary Public, State of Wisconsin

My commission is/expires: _____

ENCAPSYS:

ENCAPSYS, INC.

By: _____

Printed Name: _____

Title: _____

STATE OF WISCONSIN)

: ss.

OUTAGAMIE COUNTY)

Personally came before me this ____ day of _____, 2016,
_____, to me known to be the person who executed the foregoing
instrument and acknowledged the same in the capacity and for the purposes therein intended.

Notary Public, State of Wisconsin

My commission is/expires: _____

SCHEDULE OF EXHIBITS

A. Legal Description of Property

DRAFT

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

DRAFT

Department of Public Works – Engineering Division

MEMO

TO: Utilities Committee

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

DATE: July 19, 2016

RE: Award 2016H Contract for Coop Road Pond Modeling and Design Assistance to AECOM in an amount not to exceed \$38,700

The Department of Public Works is requesting approval of the Coop Road Pond Modeling and Design Assistance Contract with AECOM in an amount not to exceed \$38,700. After this contract \$250,643 will remain in the 2016 stormwater consulting services budget.

Coop Road Pond is a regional stormwater detention pond built in 2008 that serves approximately the east half of the Southpoint Commerce Park. When re-evaluating the pond design for the purpose of meeting recent development prospects in Southpoint Commerce Park, DPW staff determined that USDA had changed the classification of soils in the drainage area since the original design. The reclassification of soils will result in higher modeled flows from the drainage area. DPW staff also determined that recent development prospects in Southpoint Commerce Park reflected sites with higher imperviousness than were assumed in the initial pond design calculations.

Given the above changes, DPW staff and the Community and Economic Development Department identified the need to remodel the pond to determine whether and to what degree the pond may need to be enlarged to help ensure it will meet the needs of likely future development within Southpoint Commerce Park. AECOM performed the initial flood study and the preliminary and final design modeling for the pond. Therefore, DPW solicited a single source quote from AECOM to provide updated modeling and related services for the pond as follows:

- Run Hydrologic and Hydraulic (H&H) modeling to reflect current City ordinance and industry standards for peak flow management.
- Develop several H&H model iterations to reflect various impervious conditions for consideration by City staff.
- Re-run water quality modeling using the latest version of SLAMM under the above scenarios.
- Develop a memorandum reflecting possible changes to pond size needed under the above scenarios.
- Develop a preliminary pond grading plan based on preferred alternative selected by City.
- Based on grading plan refinements developed by the City, re-run modeling as needed.
- Assist the City with development of pond earthwork quantities based on final design by City.
- Assist the City with documentation and submittal for DNR Chapter 30 and Construction Site (NOI) permitting.
- Develop final H&H and SLAMM models per final pond design by City.

DPW staff evaluated AECOM's technical and compensation proposal for these services and determined it to be cost-effective compared to similar projects.

Therefore DPW staff is requesting award of the 2016H Contract for Coop Road Pond modeling and design assistance with AECOM in an amount not to exceed \$38,700.

Department of Public Works – Engineering Division

MEMO

TO: Utilities Committee

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

DATE: July 18, 2016

RE: Amend 2016B contract for Arbutus Park Stormwater Lift Station Reconstruction Design with Strand Associates in an amount not to exceed \$4,400.

The Department of Public Works and Utilities Department are requesting approval to amend the 2016B contract for Arbutus Park Stormwater Lift Station Reconstruction Design with Strand Associates in an amount not to exceed \$4,400. If the amendment is approved, the total contract amount will be \$50,300. After this amendment, \$289,342 will remain in the 2016 stormwater consulting services budget.

The single bid for the reconstruction of the Arbutus Park Stormwater Lift Station received in May 2016 was recently rejected by the Common Council. Staff would like to rebid the project in fall 2016 for construction in 2017. It is anticipated that more contractors will be able to bid the project later in the year as they schedule projects for next construction season.

In order to rebid the project, staff is requesting assistance from Strand Associates for the following scope of services:

- Revise the Special Provisions to coincide with the hillside repair project by Facilities Department.
- Revise the Technical Specifications to include Addendum No. 1 from the first bid.
- Respond to questions from contractors during rebidding and assist with analyzing bid results.

The contract amendment with Strand also includes a 3% wage increase for construction related services to be performed in 2017, instead of 2016. The scope of that work is not changed with this amendment.



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

Department of Utilities
Wastewater Treatment Plant
2006 E Newberry Street
Appleton, WI 54915
920-832-5945 tel.
920-832-5949 fax

TO: Chairperson Greg Dannecker and Members of the Utilities Committee

CC: Chris Shaw, Utilities Director

FROM: Michael Suha, Technical Services Manager

DATE: July 20, 2016

RE: *Award of TOC Instrument Purchase to OI Analytical for \$23,829.50 with a 10% contingency of \$2,382.95 for a total not to exceed \$26,212.45.*

BACKGROUND:

At present, the current instrument was purchased to defray commercial laboratory costs associated with monitoring Total Organic Carbon (TOC) concentrations. Maintenance is needed after eight years of continuous use. The cost estimate associated with the maintenance and potential part replacements is \$7704. The original purchase price estimate of the instrument was \$35,500. The Utility has a history of in – house analytical capability and TOC process analysis is currently done by the Utility Department. If the instrument were not maintained or replaced all testing would have to be out-sourced to a commercial laboratory. Current costs associated with the testing would be in excess of \$8000 annually by a commercial laboratory.

QUOTE RESULTS:

Comparative instrument quotes were obtained from three instrument companies. Using the OI Analytical quote to replace the instrument with the same make and model of \$23,829.50 the payback would be slightly less than three years. See table below

Company	TOC Instrument Quote
Tekmar	\$27,560.77
Shimadzu	\$26,698.38
OI Analytical	\$23,829.50

RECOMMENDATION:

It is recommended that the instrument be replaced in lieu of parts replacement and to award the purchase of the TOC Instrument to OI Analytical for \$23,829.50 with a 10% contingency of \$2,382.95 for a total not to exceed \$26,212.45.

If you have any questions regarding this project please contact Michael Suha at 920-832-2356 or Chris Shaw at 920-832-5945.



June 13, 2016

To: Fox Cities Transit Commission
Finance Committee

From: Debra Ebben
Administrative Services Manager

Subject: Acceptance of two Federal Transit Administration Bus and Bus Facilities capital grants of \$645,905.

Background:

Prior to MAP-21 and the 2010 census, Valley Transit received capital money from the State of Wisconsin through an allocation of funds distributed to each state by the Federal Transit Administration (FTA). Now that Valley Transit's urban area is considered to be large (over 200,000), we receive a direct apportionment of FTA funds for our capital needs. Valley Transit's 2015 apportionment was \$268,804 and the 2016 apportionment is \$247,920; which we have applied for directly from the FTA. The FTA provides these funds as an 80/20 grant; 80% grant funded and 20% local match. Valley Transit has applied for the funding and intends to use it to replace one old, fully depreciated bus with more than 500,000 miles. These funds will be combined with the existing budgeted funds from 2014 and 2013 to purchase a total of three buses. The local share will be paid out of Valley Transit's depreciation fund. The costs associated with this grant are as follows:

80% funding from FTA:	\$516,724
20% local match (depreciation account):	<u>\$129,181</u>
Total eligible project cost:	\$645,905

Recommendation:

That the Transit Commission and the Finance Committee accept the Federal Transit Administration capital grants for \$645,905 (\$516,724 federal, \$129,181 from Valley Transit's depreciation reserve) and that Valley Transit's spending authority for 2016 be modified to include the new capital funds.



July 18, 2016

To: Fox Cities Transit Commission
Finance Committee

From: Debra Ebben
Administrative Services Manager

Subject: Acceptance of 2016 WISDOT Capital funds transfer to Operating Grant.

Background:

Valley Transit is a direct recipient of Federal Transit Administration (FTA) Capital funds through the 5339 grant program. Wisconsin Department of Transportation (WISDOT) also receives FTA Capital funds to distribute to the Tier B properties throughout Wisconsin. WISDOT has transferred Valley Transit's apportionment to us through our federal operating grant.

Valley Transit's 2016 apportionment is \$88,244; which we have applied for directly from the FTA. The FTA provides these funds as an 80/20 grant; 80% grant funded and 20% local match. Valley Transit has applied for the funding and intends to use it to replace the roof at the Transit Center and use the remaining funds to replace infrared heaters in the maintenance shop. The local share will be paid out of Valley Transit's depreciation fund. The costs associated with this grant are as follows:

80% funding from FTA:	\$88,244
20% local match (depreciation account):	<u>\$22,061</u>
Total eligible project cost:	\$110,305

Recommendation:

That the Transit Commission and the Finance Committee accept the 2016 WISDOT Capital funds transfer \$110,305 (\$88,244 federal, \$22,061 from Valley Transit's depreciation reserve) and that Valley Transit's spending authority for 2016 be modified to include the new capital funds.

52-16

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

(Municipal Services Committee 7-20-16)

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

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

INSTALL STOP SIGNS ON:

Replace YIELD signs with STOP signs on Alexander Street at Lindbergh Street.

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

53-16

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

(Municipal Services Committee 7-20-16)

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

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

INSTALL STOP SIGNS ON:

Replace YIELD signs with STOP signs on Edgewood Avenue at Grant Street.

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

provisions of this Ordinance.

54-16

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

(Municipal Services Committee 7-20-16)

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

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

INSTALL STOP SIGNS ON:

Replace YIELD signs with STOP signs on Outagamie Street at Franklin Street.

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

55-16

AN ORDINANCE REPEALING SECTION 6-13(e) OF CHAPTER 6 OF THE MUNICIPAL CODE OF THE CITY OF APPLETON, RELATING TO OPEN OUTDOOR FIRES, OUTDOOR FIREPLACES, COOKING FIRES AND BARBECUE GRILLS, KETTLES AND OUTDOOR HIBACHIS.

(Safety & Licensing Committee – 7-20-16)

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

Section 1: That Section 6-13(e) of Chapter 6 of the Municipal Code of the City of Appleton, relating to open outdoor fires, outdoor fireplaces, cooking fires and barbecue grills, kettles and outdoor hibachis hereby be repealed.

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

