



# City of Appleton

100 North Appleton Street  
Appleton, WI 54911-4799  
[www.appleton.org](http://www.appleton.org)

## Meeting Agenda - Final-revised Common Council

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Wednesday, June 20, 2018

7:00 PM

Council Chambers

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- 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
  - [18-0930](#) Common Council Meeting Minutes of June 6, 2018
    - Attachments:** [CC Minutes 6-6-18.pdf](#)
- H. BUSINESS PRESENTED BY THE MAYOR
  - [18-0932](#) Flag Day Parade Float Winners
  - [18-0931](#) Make Music Day Proclamation
  - [18-0941](#) Dump the Pump Day Proclamation
  - [18-0934](#) Appointment of Greg Hartjes to the Library Board
    - Attachments:** [APPT TO LIBRARY BOARD 062018.pdf](#)
  - [18-0933](#) Committee Reappointments
    - Attachments:** [COMMITTEE REAPPTS 062018.pdf](#)
- I. PUBLIC HEARINGS
- J. SPECIAL RESOLUTIONS

K. ESTABLISH ORDER OF THE DAY

L. COMMITTEE REPORTS

**1. MINUTES OF THE MUNICIPAL SERVICES COMMITTEE**

[18-0755](#)

Request from Mr. Paul Hess for a variance to Municipal Code Section 19-92 (c) to park his RV Camper (longer than 26 feet) in the front yard at 3621 N. Meadowsweet Lane.

**Attachments:** [Paul Hess variance.pdf](#)

**Legislative History**

5/21/18	Municipal Services Committee	held
	<i>Held until June 11, 2018 meeting.</i>	
6/11/18	Municipal Services Committee	recommended for approval
	<i>Item 18-0755 Approved based on it being a corner lot. Future exceptions still need Committee approval.</i>	

[18-0886](#)

Request from Tundraland to place a mobile showroom in the Division Street right-of-way during Mile of Music, August 1-August 5, 2018.

**Attachments:** [Street Occupancy Permit-Tundraland.pdf](#)

**Legislative History**

6/11/18	Municipal Services Committee	recommended for approval
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[18-0887](#)

**Prospect Avenue**, from Seminole Road to Outagamie Street, be reconstructed with concrete pavement and curb and gutter. The dimensions of the Prospect Avenue reconstruction project are as follows:

*Seminole Road - Hillcrest Drive:* New concrete pavement to be constructed to a width of 37' from back of curb to back of curb, which is 3' narrower than the existing street within this portion of the project.

*Hillcrest Drive - Carver Lane:* New concrete pavement to be constructed to a width of 45' from back of curb to back of curb, which is 5' wider than the existing street within this portion of the project.

*Carver Lane - Outagamie Street:* New concrete pavement to be constructed to a width of 37' from back of curb to back of curb, which is the same width as the existing street within this portion of the project.

New 5' concrete sidewalk will be constructed along the south side of Prospect Avenue, between Sunny Slope Court and Hillcrest Drive. Prospect Avenue will consist of 1 travel lane in each direction, bike lanes along both sides of the street, and a two-way left turn lane between Hillcrest Drive and Carver lane (adjacent to Xavier High School). On-street parking will be eliminated along the entire project length.

The intersection of Haskell Street, Outagamie Street, and Prospect Avenue will be reconstructed and geometrically modified to provide a more standard T-intersection configuration. A dedicated left turn lane along Prospect Avenue will also be incorporated at this intersection as part of this reconstruction project.

**Legislative History**

6/11/18	Municipal Services Committee	recommended for approval
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[18-0888](#)

**Erb Street**, from Michigan Street to 100' north of Michigan Street, be reconstructed with asphalt pavement and concrete curb & gutter to a width of 27' from back of curb to back of curb, which is 1' wider than the existing street. Existing parking provisions within the project limits will remain unchanged.

**Legislative History**

6/11/18	Municipal Services Committee	recommended for approval
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[18-0889](#)

**Harriet Street**, from Walter Avenue to Telulah Avenue, be reconstructed with asphalt pavement and concrete curb & gutter to a width of 31' from back of curb to back of curb, which is 2' narrower than the existing street. Existing parking provisions within the project limits will remain unchanged.

**Legislative History**

6/11/18

Municipal Services  
Committee

recommended for approval

[18-0890](#)

**Henry Street**, from Warner Street to Telulah Avenue, be reconstructed with asphalt pavement and concrete curb & gutter. The dimensions of the Henry Street reconstruction project are as follows:

*175' west of Warner St - Warner St:* New asphalt pavement to be constructed to a width of 29' from back of curb to back of curb, which is the same width as the existing street within this portion of the project.

*Warner St - Telulah Ave:* New asphalt pavement to be constructed to a width of 33' from back of curb to back of curb, which is the same width as the existing street within this portion of the project.

New concrete sidewalk would be constructed along the north side of Henry Street from 175' west of Warner Street to Warner Street, and along the south side of Henry Street from 175' west of Warner Street to Telulah Avenue. Existing parking provisions within the project limits will remain unchanged.

**Attachments:** [Sidewalks on Warner & Henry Street.pdf](#)

[Letter from 513 S. Telulah Ave.pdf](#)[Photo of Henry Street.pdf](#)

**Legislative History**

6/11/18

Municipal Services  
Committee

recommended for approval

[18-0891](#)

**Warner Street**, from College Avenue to Henry Street, be reconstructed with asphalt pavement and concrete curb & gutter to a width of 33' from back of curb to back of curb, which is the same width as the existing street. Existing parking provisions within the project limits will remain unchanged. -  
~~New concrete sidewalk would be constructed along the west side of Warner Street within the project limits.~~

**Legislative History**



6/11/18      Municipal Services      recommended for approval  
Committee  
*Amend item 18-0891 to not install sidewalks on the west side of Warner Street.  
Passes 3-2 (Croatt, Konetzke).*

[18-0892](#)      ~~Anticipated~~ Award Unit Q-18, Pavement Marking Contract (paint) to  
Crowley Construction corp in an amount not to exceed \$43,000.

Attachments: [Unit Q-18 Pavement Marking Maintenance Contract.pdf](#)

Legislative History

6/11/18      Municipal Services      recommended for approval  
Committee

[18-0893](#)      Request to approve Spartan Drive Relocation Order.

Attachments: [Spartan Drive Relocation Order .pdf](#)

Legislative History

6/11/18      Municipal Services      recommended for approval  
Committee

## 2.      **MINUTES OF THE SAFETY AND LICENSING COMMITTEE**

[18-0790](#)      "Class B" Beer/Liquor License application, Change of Agent, BARK  
Entertainment LLC d/b/a Skyline Comedy Club, Jason E. Gaul, Agent,  
1004 S. Olde Oneida St., contingent upon approval from the Police  
Department.

Legislative History

6/13/18      Safety and Licensing      recommended for approval  
Committee

[18-0792](#)      "Class B" Beer/Liquor License application, Change of Agent, JTB of  
Appleton LLC, d/b/a Chadwick's, Jennifer A. Thomas, Agent, 413 W.  
College Ave., contingent upon approval from the Police Department.

Legislative History

6/13/18      Safety and Licensing      recommended for approval  
Committee

[18-0794](#)      Pet Store/Kennel License Renewal application of Just Pets, Craig L.  
Weborg, Applicant, 2009 N. Richmond St., contingent upon approval from  
all departments.

Legislative History

6/13/18      Safety and Licensing      recommended for approval  
Committee

[18-0796](#) Salvage Dealer's License Renewal application of Golper Supply Co., Inc., David B. Golper, Applicant, 1810 W. Edgewood Dr., contingent upon approval from all departments.

**Legislative History**

6/13/18          Safety and Licensing          recommended for approval  
Committee

[18-0797](#) Taxi Cab Company Renewal application of Atlas Taxi, Matthew J. Hyde, 1125 W. Main Street, Lot 17, Little Chute, contingent upon approval from all departments.

**Legislative History**

6/13/18          Safety and Licensing          recommended for approval  
Committee

[18-0798](#) Taxi Cab Company Renewal application of Fox Valley Tours, LLC, Justin T. Garrett, W4595 Valley Drive, Fond du Lac, contingent upon approval from all departments.

**Legislative History**

6/13/18          Safety and Licensing          recommended for approval  
Committee

[18-0799](#) Operator's License application of Oliver W. Williams, 1901 N. Appleton Street.

**Attachments:** [Oliver W. Williams.pdf](#)  
[SL Denial- Williams 6-13-18.pdf](#)

**Legislative History**

6/13/18          Safety and Licensing          recommended for denial  
Committee

[18-0801](#) Salvage Dealer's License Renewal application of Appleton Aluminum Recycling Inc., Charles O. Desten, Applicant, 300 N. Kensington Dr., contingent upon approval from all departments.

**Legislative History**

6/13/18          Safety and Licensing          recommended for approval  
Committee

[18-0817](#) Reserve "Class B" Beer/Liquor License Premise Amendment application of Mondo Wine LLC d/b/a Mondo Wine Bar & Retail, David J. Oliver, Agent, 220 W. College Ave., contingent upon approval from all departments.

**Attachments:** [Mondo Wine Bar application.pdf](#)

**Legislative History**

6/13/18      Safety and Licensing      recommended for approval  
Committee

[18-0824](#)      Pet Store/Kennel License Renewal application of Petco #1656, 3829 E. Calumet St., contingent upon approval from all departments.

**Legislative History**

6/13/18      Safety and Licensing      recommended for approval  
Committee

[18-0840](#)      Operator's Licenses

**Attachments:** [Operator's Licenses for 06-13-18 S&L.pdf](#)

**Legislative History**

6/13/18      Safety and Licensing      recommended for approval  
Committee

[18-0841](#)      Renewal Operator's Licenses

**Attachments:** [Renewal Operator's Licenses for 6-13-18 S&L.pdf](#)

**Legislative History**

6/13/18      Safety and Licensing      recommended for approval  
Committee

[18-0862](#)      "Class B" Beer/Liquor License Premise Amendment application of TNE, Inc. d/b/a Emmett's Bar & Grill, Sharon L. Reader, Agent, 139 N. Richmond St., contingent upon approval from all departments.

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

**Legislative History**

6/13/18      Safety and Licensing      recommended for approval  
Committee

[18-0866](#)      "Class B" Beer/Liquor License Premise Amendment application of Theadocia LLC d/b/a SPATS, Julie A. Neubert, Agent, 733 W. College Ave. for August 1-6, 2018, contingent upon approval from all departments.

**Attachments:** [SPATS Premise Amendment application.pdf](#)

**Legislative History**

6/13/18      Safety and Licensing      recommended for approval  
Committee

[18-0882](#)      "Class B" Beer/Liquor License application of Reload of Wisconsin LLC, David E. Grond, Agent, 830 E. Northland Ave., contingent upon approval from all departments.

**Attachments:** [Reload of Wisconsin LLC application.pdf](#)

**Legislative History**

6/13/18      Safety and Licensing      recommended for approval  
Committee

[18-0867](#)      Request to contract out management of our crossing guard program.

**Attachments:** [Shared Services Agreement - Safety and Licensing.pdf](#)  
[Summary of ACMS.pdf](#)  
[CG - SRO shared services agreement.pdf](#)

**Legislative History**

6/13/18      Safety and Licensing      recommended for approval  
Committee

### 3.      **MINUTES OF THE CITY PLAN COMMISSION**

[18-0828](#)      Request to approve street renaming of N. Wilmer Avenue to N. Wilmer Street (suffix only) as shown on the attached maps and file the attached Affidavit of Correction

**Attachments:** [StaffReport\\_WilmerAvToSt\\_StreetRenaming\\_For06-12-18.pdf](#)

**Legislative History**

6/12/18      City Plan Commission      recommended for approval

[18-0836](#)      Request to approve Special Use Permit #3-18 for a community living arrangement (CLA) serving 87 persons at 2302 E. Glenhurst Lane (Tax Id #31-1-6501-00), to run with the land, with an exception to the Aldermanic District 13 CLA capacity limitation per Section 23-52(b)(2)(a) of the Zoning Ordinance, as shown on the attached maps and per attached plan of operation, subject to the conditions in the attached staff report and approve attached Resolution (2/3 vote required)

**Attachments:** [StaffReport\\_CenturyOaks-87\\_SUP\\_For06-12-18.pdf](#)

**Legislative History**

6/12/18      City Plan Commission      recommended for approval

[18-0838](#)      Request to approve Special Use Permit #4-18 to conform an existing tavern and add a new outdoor patio area with alcohol sales and consumption located at 317 N. Appleton Street (Tax Id #31-2-0493-00), as shown on the attached maps and per attached plan of operation, to run with the land subject to the conditions in the attached staff report and approve attached Resolution (2/3 vote required)

**Attachments:** [StaffReport\\_MissfitsTavern\\_SUP\\_For6-12-18.pdf](#)

**Legislative History**

6/12/18      City Plan Commission      recommended for approval

### 4.      **MINUTES OF THE PARKS AND RECREATION COMMITTEE**

**5. MINUTES OF THE FINANCE COMMITTEE**[18-0784](#)

Request to approve the following 2018 Budget adjustment:

**Water Utility**

Water Utility Fund Balance	+\$125,000
Street Patch Program	+\$125,000

to provide funding for additional permanent street patches associated with water main breaks, lead service replacement and curb/valve box replacements

**Attachments:** [Budget Adjustment for Water Patches.pdf](#)

**Legislative History**

6/11/18 Finance Committee recommended for approval

[18-0855](#)

Request to award the City of Appleton 2018 Parks Hardscape Repairs Project contract to MCC, Inc in the amount of \$205,013 with a contingency of \$15,000 for a project total not to exceed \$220,013.

**Attachments:** [2018 Parks Hardscape Repairs \(Vulcan Heritage\).pdf](#)

**Legislative History**

6/11/18 Finance Committee recommended for approval

[18-0858](#)

Request approval to reject bids from Jahnke General Contractors and Vinton Construction for the Lower Telulah Park Site Redevelopment project.

**Attachments:** [2018 Telulah Park Site Redevelopment Project \(Reject Bids\).pdf](#)

**Legislative History**

6/11/18 Finance Committee recommended for approval

[18-0865](#)

Request to approve contract Amendment / Change Order No. 1 to contract 20-18 for Unit E-18 Miscellaneous Concrete & Street Excavation Repair for additional permanent street patches associated with water main breaks, lead service replacement and curb/valve box replacements in the amount of \$125,000 resulting in no change to contract contingency. Overall contract increases from \$636,000 to \$761,000. Contingent upon approval of Item #18-0784.

**Attachments:** [Unit E-18 Change Order No.1.pdf](#)

**Legislative History**

6/11/18 Finance Committee recommended for approval

[18-0900](#)

Request to approve the following 2018 Budget adjustment:

**Valley Transit**

Capital Outlay - Bus Purchase	+\$1,425,000
Federal Grants	+\$1,140,000
Fund Balance	- \$ 285,000

to record the purchase of 3 new buses and the related FTA grant and use of VT funds

**Attachments:** [Request for Authorization to Purchase Buses 06.2018.pdf](#)

**Legislative History**

6/11/18 Finance Committee recommended for approval

[18-0901](#)

Request to approve the following 2018 Budget adjustment:

**Valley Transit**

Capital Outlay - ITS System	+\$315,901
Federal Grants	+\$252,720
Fund Balance	- \$ 63,181

to record the purchase of a new Intelligent Transportation System (ITS) and the related FTA grant and use of VT funds

**Attachments:** [Memo to Purchase ITS System 06.2018.pdf](#)

**Legislative History**

6/11/18 Finance Committee recommended for approval

[18-0899](#)

Request to approve the following 2018 Budget adjustment:

**General Fund - Police**

Contracted Services	+\$111,856
Other Reimbursements (AASD)	+ \$16,864
Salaries and Benefits - Crossing Guards	- \$74,572
Salaries - Investigative Services	- \$20,420

to transfer vacant salary dollars to contracted services and make adjustments to recognize the new contracted crossing guard program

**Attachments:** [Shared Services Agreement - Finance Committee.pdf](#)

**Legislative History**

6/11/18 Finance Committee recommended for approval

- [18-0856](#) Request to approve Spartan Drive relocation Order (this item also appears on the Utilities Committee agenda and the Muni Services Committee agenda)

**Attachments:** [Relocation Order \(FINAL 06-06-2018\).pdf](#)

**Legislative History**

6/11/18 Finance Committee recommended for approval

**6. MINUTES OF THE COMMUNITY AND ECONOMIC DEVELOPMENT COMMITTEE**

- [18-0907](#) Request to approve the Offer to Purchase from Becknell Industrial, LLC to purchase Lot 20, Plat 2 of Southpoint Commerce Park, consisting of approximately 14.6 acres, at a purchase price of \$35,000 per acre (approximately \$511,000)

**Attachments:** [Memo on Offer to Purchase Lot 20 Southpoint Commerce.pdf](#)

[Becknell Industrial Cover Letter 6.11.18.pdf](#)

[Becknell.Appleton.WI - Contract.pdf](#)

[Southpoint11 17 SubjectParcel.pdf](#)

[WI Appleton 2018-03-28-Site Plan.pdf](#)

- [18-0823](#) Request to approve the 2017 Consolidated Annual Performance and Evaluation Report (CAPER) for the Community Development Block Grant (CDBG) Program

**Attachments:** [CAPER memo to CEDC 06-13-18.pdf](#)

[2017-2018 CAPER Draft for Public Comment.pdf](#)

**Legislative History**

6/13/18 Community & Economic Development Committee recommended for approval

- [18-0849](#) Request to waive repurchase rights for Lot 3, Plat 1, in the Northeast Business Park, allowing the transfer from Chad Cassiani to KOM ESOP, LLC; this waiver is not transferable, survivable, or assignable and the City's repurchase rights would remain on the property

**Attachments:** [Memo Repurchase Waiver Lot 3 NEBP Plat 1 6-11-18.pdf](#)

[Email requesting waiver to allow sale Lot 3 Plat 1 in NE Bus Park.pdf](#)

[Lots 1-6 NE Business Park Plat 1 Covenants Waiver Except Repurchase Rights](#)

[Offer to Purchase Lot 3 Plat 1 NE Business Park KOM ESOP LLC.pdf](#)

[NEBP 311651003.pdf](#)

**Legislative History**

6/13/18 Community & Economic Development Committee recommended for approval

[18-0880](#)

Request approval of Special Use Development Agreement for development of former Kmart site located at 2400 W. College Avenue

**Attachments:** [Dev Agrm - City - Redlined - 06-12-2018.pdf](#)  
[Dev Agrm - City - Redlined - 06-18-2018.pdf](#)

**Legislative History**

6/13/18      Community & Economic      recommended for approval  
Development Committee  
*Aldersperson Plank moved, seconded by Aldersperson Coenen, that the Report Action Item be held.*

*Plank amended the motion to include a date specific and hold until the July 11 CEDC meeting. Coenen seconded. It was determined this was not the date of the next meeting. Plank amended the amendment to hold until the June 27 CEDC meeting. Coenen seconded. Roll Call. Amendment failed by the following vote: Aye: 2 - Plank and Coenen, Nay: 3 - Reed, Baker, Dvorachek*

*Vote on original motion to to hold. Roll Call. Main motion failed by the following vote: Aye: 2 - Plank and Coenen, Nay: 3 - Reed, Baker, Dvorachek*

## 7. MINUTES OF THE UTILITIES COMMITTEE

[18-0850](#)

Request to approve Spartan Drive relocation order. This item will also be an Action Item at the Municipal Services and Finance Committee Meetings.

**Attachments:** [Relocation Order \(FINAL 06-06-2018\).pdf](#)

**Legislative History**

6/12/18      Utilities Committee      recommended for approval

[18-0851](#)

Request from Coldwater Seals Inc for a 6 year credit of \$5,940.72 for billing error.

**Attachments:** [Coldwater Seals Inc Credit Request.pdf](#)

**Legislative History**

6/12/18      Utilities Committee      recommended for approval  
*Amended to allow for a credit to be calculated going back six years from March 1, 2018 depending on stormwater charges in effect during those previous six years. Meltzer moved, seconded by Dvorachek 5-0*

[18-0871](#)

Approve 2017 Compliance Maintenance Annual Report

**Attachments:** [2017 eCMAR.pdf](#)

**Legislative History**

6/12/18      Utilities Committee      recommended for approval



**8. MINUTES OF THE HUMAN RESOURCES & INFORMATION TECHNOLOGY COMMITTEE**

[18-0872](#) Request to approve overhire for Managerial Accounting Manager in DPW

**Attachments:** [DPW overhire request 6-1-18.pdf](#)

**Legislative History**

6/13/18	Human Resources & Information Technology Committee	recommended for approval
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[18-0854](#) Request approval to remove the Crossing Guards from the police department's table of organization if All City Management Services is contracted to manage the City of Appleton Crossing Guard program.

**Attachments:** [Shared Services Agreement - HR-IT Committee.pdf](#)

[Summary of ACMS.pdf](#)

[CG - SRO shared services agreement.pdf](#)

**Legislative History**

6/13/18	Human Resources & Information Technology Committee	recommended for approval
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**9. MINUTES OF THE FOX CITIES TRANSIT COMMISSION**

[18-0876](#) Authorization to Purchase Three New Buses

**Attachments:** [Request for Authorization to Purchase Buses 06.2018 \(002\).pdf](#)

**Legislative History**

6/13/18	Fox Cities Transit Commission	recommended for approval
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[18-0877](#) Authorization to Purchase Intelligent Transit System

**Attachments:** [Memo to Purchase ITS System 06.2018.pdf](#)

**Legislative History**

6/13/18	Fox Cities Transit Commission	recommended for approval
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**10. MINUTES OF THE BOARD OF HEALTH**

[18-0669](#) Resolution #4-R-18 Chicken Ordinance

**Attachments:** [#4-R-18 Chicken Ordinance.pdf](#)

**Legislative History**

5/9/18 Board of Health presented

6/13/18 Board of Health approved as amended

*Motion by Hanna, seconded by Baker to amend the following items in the Resolution:*

*1. strike 1.5 feet and change to 2.5 feet per bird*

*2. remain as written (unchanged)*

*3. remain as written (unchanged)*

*4. this item was eliminated completely*

*Motion to amend carried 5/0.*

*Motion to recommend approval as amended carried 4/1 (Spears)*

[18-0819](#) Tattoo and Body Piercing Establishment Revisions

**Attachments:** [Tattoo and Body Piercing Establishments-Revisions.pdf](#)

**Legislative History**

6/13/18 Board of Health approved

[18-0818](#) Fox Crossing Weights & Measures Proposal

**Attachments:** [Fox Crossing Weights and Measures Proposal.pdf](#)

**Legislative History**

6/13/18 Board of Health approved

M. CONSOLIDATED ACTION ITEMS

[18-0937](#) Consolidated Action Items Re: Crossing Guard Contract  
**Finance 18-0899** recommended for approval 6/11/18  
**Safety & Licensing 18-0867** recommended for approval 6/13/18  
**Human Resources & Information Technology 18-0854** recommended for approval 6/13/18

[18-0938](#) Consolidated Action Items Re: Spartan Drive Relocation Order  
**Finance 18-0856** recommended for approval 6/11/18  
**Municipal Services 18-0893** recommended for approval 6/11/18  
**Utilities 18-0850** recommended for approval 6/12/18

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

R. OTHER COUNCIL BUSINESS

S. CLOSED SESSION

[18-0940](#)

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

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](http://www.appleton.org)

## Meeting Minutes - Final Common Council

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Wednesday, June 6, 2018

7:00 PM

Council Chambers

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A. CALL TO ORDER

*The meeting was called to order by Mayor Hanna at 7:00 p.m.*

B. INVOCATION

*The Invocation was offered by Alderperson Meltzer.*

C. PLEDGE OF ALLEGIANCE TO THE FLAG

D. ROLL CALL OF ALDERPERSONS

**Present:** 15 - Alderperson Kathleen Plank, Alderperson William Siebers, Alderperson Curt Konetzke, Alderperson Ed Baranowski, Alderperson Patti Coenen, Alderperson Kyle Lobner, Mayor Timothy Hanna, Alderperson Keir Dvorachek, Alderperson Bob Baker, Alderperson Rachel Raasch, Alderperson Vered Meltzer, Alderperson Joe Martin, Alderperson Matt Reed, Alderperson Christine Williams and Alderperson Cathy Spears

**Excused:** 1 - Alderperson Chris Croatt

E. ROLL CALL OF OFFICERS AND DEPARTMENT HEADS

*City Attorney Walsh, Deputy City Attorney Behrens, City Clerk Lynch, Director of Community & Economic Development Harkness, Director of Finance Saucerman, Deputy Fire Chief Baker, Health Officer Eggebrecht, Director of Information Technology Fox, Director of Parks, Recreation & Facilities Gazza, Assistant Police Chief Potter, Director of Public Works Vandehey, Deputy Director of Utilities Stempa, Valley Transit General Manager Mc Donald.  
Library and Human Resources were excused.*

F. PUBLIC PARTICIPATION

G. APPROVAL OF PREVIOUS COUNCIL MEETING MINUTES

[18-0808](#)

Common Council Meeting Minutes of May 16, 2018

**Attachments:** [CC Minutes 5-16-18.pdf](#)

**Alderperson Baranowski moved, seconded by Alderperson Dvorachek, that the Minutes be approved. Roll Call. Motion carried by the following vote:**

**Aye:** 13 - Alderperson Kathleen Plank, Alderperson William Siebers, Alderperson Curt Konetzke, Alderperson Ed Baranowski, Alderperson Patti Coenen, Alderperson Kyle Lobner, Alderperson Keir Dvorachek, Alderperson Bob Baker, Alderperson Rachel Raasch, Alderperson Vered Meltzer, Alderperson Joe Martin, Alderperson Matt Reed and Alderperson Cathy Spears

**Excused:** 1 - Alderperson Chris Croatt

**Abstained:** 2 - Mayor Timothy Hanna and Alderperson Christine Williams

## H. BUSINESS PRESENTED BY THE MAYOR

## I. PUBLIC HEARINGS

[18-0710](#)

Public Hearing - Rezoning #5-18, 209 S. Allen Street

**Attachments:** [Public Hearing Notice RZ #5-18.pdf](#)

*The public hearing was held. No one spoke during the public hearing.*

[18-0805](#)

Public Hearing on Special Resolution 3-P-18; Concrete Pavement, Sidewalk Construction and Driveway Aprons

Celtic Crossing - Purdy Parkway to Downs Ridge

Downs Ridge - Purdy Parkway to Celtic Crossing

Incline Way - Palladium Court to Applehill Boulevard

Lake Park Road - Plan Road (s/o roundabout) to Midway Road (n/o roundabout)

**Attachments:** [3-P-18 Public Hearing Notice.pdf](#)

*The following spoke during the public hearing:*

*Bill Bittner, 2520 E Downs Ridge*

*Kathy Probst, 3000 Lake Park Rd*

## J. SPECIAL RESOLUTIONS

[18-0807](#)

Resolution 3-P-18; Concrete Pavement, Sidewalk Construction and Driveway Aprons  
Celtic Crossing - Purdy Parkway to Downs Ridge  
Downs Ridge - Purdy Parkway to Celtic Crossing  
Incline Way - Palladium Court to Applehill Boulevard  
Lake Park Road - Plan Road (s/o roundabout) to Midway Road (n/o roundabout)

**Attachments:**     [3-P-18 Final Resolution.pdf](#)

**Alderson Baranowski moved, seconded by Alderson Martin, that the Resolution 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 Patti Coenen, Alderson Kyle Lobner, Alderson Keir Dvorachek, Alderson Bob Baker, Alderson Rachel Raasch, Alderson Vered Meltzer, Alderson Joe Martin, Alderson Matt Reed, Alderson Christine Williams and Alderson Cathy Spears

**Excused:** 1 - Alderson Chris Croatt

**Abstained:** 1 - Mayor Timothy Hanna

## K. ESTABLISH ORDER OF THE DAY

## L. COMMITTEE REPORTS

### **Balance of the action items on the agenda.**

**Alderson Konetzke moved, Alderson Baker 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 Patti Coenen, Alderson Kyle Lobner, Alderson Keir Dvorachek, Alderson Bob Baker, Alderson Rachel Raasch, Alderson Vered Meltzer, Alderson Joe Martin, Alderson Matt Reed, Alderson Christine Williams and Alderson Cathy Spears

**Excused:** 1 - Alderson Chris Croatt

**Abstained:** 1 - Mayor Timothy Hanna

## 1. MINUTES OF THE MUNICIPAL SERVICES COMMITTEE

[18-0750](#)

Request from Appleton Downtown Inc. for street occupancy permits for College Avenue (600 W. College Avenue to 300 E. College Avenue) as follows:

- a. June 15, 2018-Hidden Textures in the beautification strip area only (noon to 9:00 p.m.)
- b. July 20, 2018-Chalk on the Town in the sidewalk area only (noon to 9:00 p.m.)
- c. August 17, 2018-Paint on the Town in the beautification strip area only (noon to 9:00 p.m.)
- d. September 21, 2018 -Parking Day in the beautification strip area only (noon to 9:00 p.m.)

**Attachments:**     [Art on the Town.pdf](#)

**This Report Action Item was approved.**

[18-0751](#)

Request from Appleton Downtown Inc. for a street occupancy permit to host a Sidewalk Sale on Saturday, August 4, 2018 from 10:00 a.m. to 6:00 p.m. (during Mile of Music) on the beautification strip from 600 W. College Avenue to 300 E. College Avenue.

**Attachments:**     [ADI-Sidewalk Sale.pdf](#)

**This Report Action Item was approved.**

[18-0752](#)

Request from Appleton Downtown Inc. for a street occupancy permit for International Make Music Day on Thursday, June 21, 2018 in the beautification strip area only (noon to 9:00 p.m.) from 600 W. College Avenue to 300 E. College Avenue.

**Attachments:**     [Make Music Day.pdf](#)

**This Report Action Item was approved.**

[18-0753](#)

Request from Appleton Downtown Inc. for a street occupancy permit for Street Music Week, June 11-15, 2018 in the beautification strip area only (noon-1:00 p.m.) from 600 W. College Avenue to 300 E. College Avenue.

**Attachments:**     [Street Music Day.pdf](#)

**This Report Action Item was approved.**

- [18-0764](#) Request from Creative Sign Company for a permanent street occupancy permit to install two signs that extend 6 feet in College Avenue and Appleton Street right-of-way at 100 W. College Avenue be approved with a minimum clearance of 10 feet.

**Attachments:** [Creative Sign Company-100 W. College Ave.pdf](#)

**This Report Action Item was approved.**

## **2. MINUTES OF THE SAFETY AND LICENSING COMMITTEE**

- [18-0530](#) Commercial Quadricycle Renewal License application of Social Station, LLC, Chris Burns, W6068 Nolan Drive, contingent upon approval from all departments.

**Attachments:** [Social Station, LLC.pdf](#)

**This Report Action Item was approved.**

- [18-0691](#) Pet Store/Kennel License Renewal application of Pet Supplies Plus, Angela J. DeHaan, Applicant, 702 W. Northland Avenue, contingent upon approval from all departments.

**This Report Action Item was approved.**

- [18-0709](#) Taxi Cab Company and Limousine Service Renewal License application of Dynasty Limousine Service LLC, John Wolters, 314 E. Wilson Avenue, contingent upon approval from all departments.

**This Report Action Item was approved.**

- [18-0725](#) Taxi Cab Company and Limousine Service Renewal License application of People Movers Inc. Appleton Yellow Taxi Co., Paul O. Davies, 705 W. Wisconsin Avenue, contingent upon approval from all departments.

**This Report Action Item was approved.**

- [18-0731](#) Taxi Cab Company Renewal License application of LIR Transportation, Igor Leykin, 719 W. Frances Street, contingent upon approval from all departments.

**This Report Action Item was approved.**



[18-0732](#)

Special Class "B" Beer License application of Appleton Fox Cities Kiwanis Club, Jay B. Stephany, Person in Charge, Pierce Park, July 22, 2018, contingent upon approval from all departments.

**Attachments:** [Appleton Fox Cities Kiwanis Club application.pdf](#)

**This Report Action Item was approved.**

[18-0733](#)

Mobile Home Park Renewal License application of Fox Valley Estates, Scott R. Moore, 106 E. Primrose Lane, contingent upon approval from all departments.

**This Report Action Item was approved.**

[18-0734](#)

Salvage Dealer's License Renewal application of Mr. C's Motorcycles, LLC, Janet Egelseer, Applicant, 724 S. Outagamie St., contingent upon approval from all departments.

**This Report Action Item was approved.**

[18-0738](#)

Special Class "B" Beer License application of Creative Downtown Appleton, Inc., Djuanna L. Hugdahl, Person in Charge, Washington Square-corner of Oneida St. & Washington St., August 2 - 5, 2018, contingent upon approval from all departments.

**Attachments:** [Creative Downtown-application 1.pdf](#)

**This Report Action Item was approved.**

[18-0739](#)

Special Class "B" Beer/Wine License application of Creative Downtown Appleton, Inc., Djuanna L. Hugdahl, Person in Charge, Houdini Plaza-corner of Appleton St. & College Ave., August 2 - 5, 2018, contingent upon approval from all departments.

**Attachments:** [Creative Downtown-application2.pdf](#)

**This Report Action Item was approved.**

[18-0742](#)

Operator's Licenses

**Attachments:** [Operator's Licenses for 5-23-18 S & L.pdf](#)

**This Report Action Item was approved.**

[18-0743](#)

Renewal Operator's Licenses

**Attachments:**     [Renewal Operator's Licenses for 5-23-18 S & L.pdf](#)

**This Report Action Item was approved.**

[18-0744](#)

Farm Market Renewal application of Long Cheng Market Place, MaiYoua Thao, 1804 S. Lawe Street, contingent upon approval from all departments.

**This Report Action Item was approved.**

[18-0747](#)

Approval of 2018-2019 Beer/Liquor License Renewals contingent upon approval from all departments by 4:00 p.m. on June 29th, 2018.

**Attachments:**     [2018-2019 Beer Liquor License Renewals.pdf](#)

**This Report Action Item was approved.**

[18-0774](#)

Special Class "B" Beer License applications filed after the agenda was published.

**This Report Action Item was approved.**

[18-0775](#)

"Class B" Beer/Liquor License Premise Amendment application of Uncle Jim's LLC d/b/a Missfits, Hollyann Strunc, Agent, contingent upon approval from all departments.

**Attachments:**     [Missfits Tavern premise amendment application.pdf](#)

**This Report Action Item was approved.**

[18-0791](#)

"Class B" Beer/Liquor License Premise Amendment application of Dairyland Brew Pub, Dorri Schmidt, Agent, 1216 E. Wisconsin Ave., June 9, 2018, contingent upon approval from all departments.

**Attachments:**     [Dairyland Brew Pub application.pdf](#)

**This Report Action Item was approved.**

### **3. MINUTES OF THE CITY PLAN COMMISSION**

[18-0647](#)

Request to approve Rezoning #5-18 for 209 S. Allen Street (Tax Id #31-2-0144-00), including to the centerline of the adjacent right-of-way, as shown on the attached maps, from R-3 Multi-Family District to CBD Central Business District

**Attachments:** [StaffReport\\_209SAllenSt\\_Rezoning\\_For05-08-18.pdf](#)

This Report Action Item was approved.

#### **4. MINUTES OF THE PARKS AND RECREATION COMMITTEE**

#### **5. MINUTES OF THE FINANCE COMMITTEE**

[18-0780](#)

Request to award of Unit L-18 Structure Maintenance to Norcon Corporation in the amount of \$52,865 with a 5.9% contingency of \$3,135 for a project total not to exceed \$56,000

**Attachments:** [Unit L-18.pdf](#)

This Report Action Item was approved.

[18-0781](#)

Request to award Unit J-18 Mini Storm Sewer Construction to Scott DeNoble and Sons Construction, Inc in an amount not to exceed \$200,000

**Attachments:** [Award of Contract Unit J-18.pdf](#)

This Report Action Item was approved.

[18-0782](#)

Request to approve Contract Amendment/Change Order No. 1 to contract 11-18 for Unit Z-18 Sewer and Water Reconstruction No. 2 for Jones Park water main design modifications and addition of McDonald Street sanitary main spot repair in the amount of \$22,801 resulting in no change to contract contingency. Overall contract increases from \$1,253,630 to \$1,276,431

**Attachments:** [Unit Z-18 Change Order No.1.pdf](#)

This Report Action Item was approved.

[18-0783](#)

Request to approve the addition of Water Main replacement in the 1300 block of south Monroe Street to the 2018 Water Capital Improvement program

**Attachments:** [Water Capital Improvement Pr....pdf](#)

This Report Action Item was approved.

[18-0785](#)

Request to approve the following 2018 Budget adjustment:

**General Fund - IT Department**

Consulting Services	+\$25,000
Salaries	- \$25,000

to transfer vacant salary dollars to consulting services to complete ongoing IT projects

**Attachments:** [Memo Wage Transfer.pdf](#)

This Report Action Item was approved.

## 6. MINUTES OF THE COMMUNITY AND ECONOMIC DEVELOPMENT COMMITTEE

[18-0737](#)

Request to approve the REVISED 2018-2019PY Community Development Block Grant (CDBG) funding as specified in the attached community partner allocation recommendations

**Attachments:** [Alloc Recs Memo to CEDC Final Award 05-09-2018.pdf](#)  
[Alloc Recs Memo to CEDC 11-8-17.pdf](#)  
[REVISED--2018 CDBG Summary of Recommendations.pdf](#)  
[REVISED--2018 CDBG Simple Summary of Recommendations.pdf](#)  
[HUD Notice to postpone AFFH.pdf](#)

This Report Action Item was approved.

## 7. MINUTES OF THE UTILITIES COMMITTEE

[18-0772](#)

Action: Award Phase I Preliminary Engineering Services Contract for the Lake Intake and Shorewell Project to McMahon in the Amount of \$98,770 with an Option to Negotiate and Award Phase 2 Engineering Services

**Attachments:** [Lake Intake & Shorewell Project Eng Services \(5-22-18\).doc](#)

This Report Action Item was approved.

8. **MINUTES OF THE HUMAN RESOURCES & INFORMATION TECHNOLOGY COMMITTEE**

9. **MINUTES OF THE FOX CITIES TRANSIT COMMISSION**

[18-0759](#)

Approve Tire Leasing Contract with Goodyear Tire Company

Attachments: [FCTC tire leasing contract memo.pdf](#)

This Report Action Item was approved.

10. **MINUTES OF THE BOARD OF HEALTH**

M. CONSOLIDATED ACTION ITEMS

N. ITEMS HELD

O. ORDINANCES

[18-0803](#)

Ordinances 45-18 to 62-18

Attachments: [Ordinances going to Council 6-6-18.pdf](#)

The Ordinances were approved.

P. LICENSE APPLICATIONS AND COMMUNICATIONS REFERRED TO COMMITTEES OF JURISDICTION

Q. RESOLUTIONS SUBMITTED BY ALDERPERSONS REFERRED TO COMMITTEES OF JURISDICTION

R. OTHER COUNCIL BUSINESS

S. ADJOURN

**Aldersperson Baranowski moved, seconded by Aldersperson Baker, that the meeting be adjourned at 7:17 p.m. Roll Call. Motion carried by the following vote:**

**Aye:** 15 - Aldersperson Kathleen Plank, Aldersperson William Siebers, Aldersperson Curt Konetzke, Aldersperson Ed Baranowski, Aldersperson Patti Coenen, Aldersperson Kyle Lobner, Mayor Timothy Hanna, Aldersperson Keir Dvorachek, Aldersperson Bob Baker, Aldersperson Rachel Raasch, Aldersperson Vered Meltzer, Aldersperson Joe Martin, Aldersperson Matt Reed, Aldersperson Christine Williams and Aldersperson Cathy Spears

**Excused:** 1 - Aldersperson Chris Croatt

Kami Lynch, City Clerk



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

**OFFICE OF THE MAYOR**

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

June 15, 2018

Members of the Common Council:

The following is being presented for your confirmation at the June 20 Council meeting:

**LIBRARY BOARD**

Appointment of one (1) member to fill the School District Representative term vacated by Don Hietpas:

**GREG HARTJES**

**No term limit**

A native of Little Chute, Greg Hartjes has worked for the Appleton Area School District for the past 26 years. Greg spent 12 years teaching mathematics and coaching basketball at West High School before moving into administration. He spent one year as an assistant principal and then 12 years as principal at West. Greg transitioned into the Chief Financial Officer position for the District in July of 2017. He holds a Bachelor's degree in Mathematics from UW-Stevens Point, a Master's degree in Mathematics from UW-Oshkosh and a Master's degree in Educational Leadership from Marian University. Greg and his wife Karen have three children; Maddy, Eli and Owen.

It is with pleasure that I make this recommendation.

Sincerely,

TIMOTHY M. HANNA  
Mayor of Appleton




*"...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](mailto:mayor@appleton.org)

**TO:** Members of the Common Council

**FROM:** Mayor Timothy Hanna 

**DATE:** June 15, 2018

**RE:** Committee Reappointments

---

It is with pleasure that I present the following reappointments for your information at the June 20 Common Council meeting:

**LIBRARY BOARD**

Terry Bergman

3-year term to expire June 2021

John Peterson

3-year term to expire June 2021



54911

**Phone Number:**

(920) 738-0892

**Fax Number:**

Not answered

**Comments/Questions:**

Dear Mr. Craanen,

In response to our phone conversation, I am submitting a formal request for a variance for parking our camper at Meadowsweet Lane. Due to physical disabilities, keeping the camper on the premises is a safer option for access.

Thank you for your consideration in this matter.

Sincerely,

Paul C. Hess

Home phone: 920-738-0892

Thank you,  
Appleton, WI

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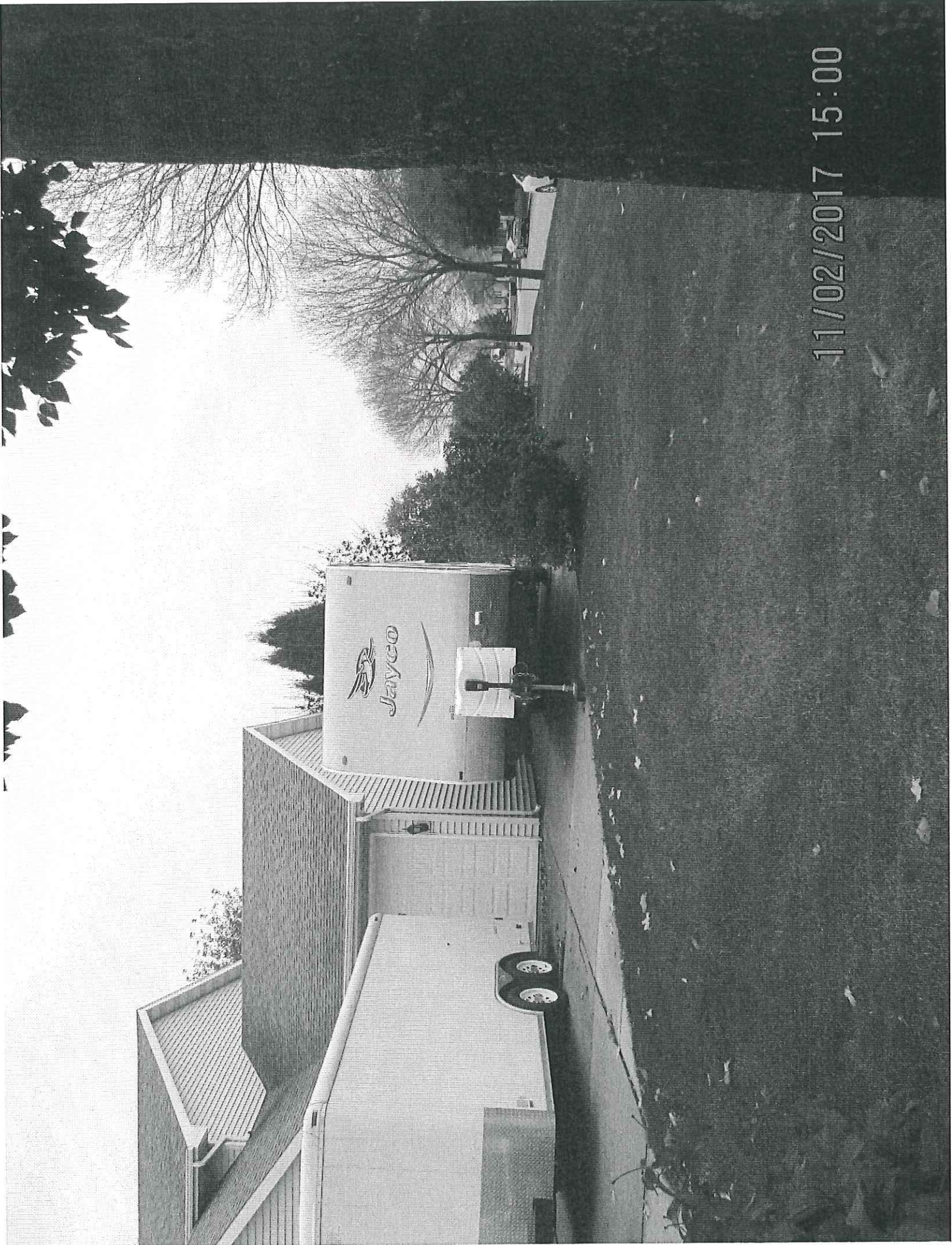
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11/02/2017 15:00





11/02/2017 15:00



## TRAFFIC AND VEHICLES

### Municipal Services Committee.

- (6) This section shall not apply toward paved circular driveways.
- (7) The paved area shall meet any other requirements of the Municipal Code including, but not limited to, zoning requirements and the Driveway Installation Policy.

(g) Appeals to the requirements of this section shall be filed with the Inspections Supervisor and heard by the Municipal Services Committee. In hearing and deciding appeals, the Committee shall have the power to grant relief from the terms of this section only where there are unusual and practical difficulties or undue hardships due to an irregular shape of the lot, topographical, or other conditions present, as contrasted with merely granting an advantage or convenience. Decisions of the Committee shall be consistent with the purpose and intent of this section.

(h) Relief granted by the Municipal Services Committee, pursuant to (g) above, shall run with the land. (Ord 85-15, §1, 10-27-15)

(i) Any person who shall violate any provision of this chapter shall be subject to a penalty as provided in §1-16 of the Municipal Code.

(Code 1965, §10.04(2); Ord 179-02, §1, 8-27-02, Ord 16-05, §1, 2-22-05; Ord 126-06, §1, 10-10-06; Ord 156-10, §1, 10-26-10; Ord 157-10, §1, 10-26-10; Ord 159-10, §1, 11-9-10, Ord 144-11, §1, 6-7-11)

**Cross reference(s)** - Citation for violation of certain ordinances, §1-17; schedule of deposits for citation, §1-18.

### **Sec. 19-92. Recreational and commercial vehicle parking and storage in residential district.**

(a) **Definitions.** For the purposes of this section, certain terms shall have the meanings ascribed to them in this section, unless the context clearly indicates otherwise.

**Recreational vehicle** means a "camping trailer", "fifth-wheel trailer", "motor home" or "recreational vehicle" as those terms are defined by §340.01, Stats. It also includes trailers and boats, pick-up camper tops, utilities trailers, trailered snowmobiles, trailered jet-ski(s) or fishing shanties.

(b) When associated with residential dwellings:

(1) The outdoor storage of a commercial vehicle or commercial trailer shall be restricted to a vehicle or trailer owned or leased by the occupant(s) of the lot upon which the vehicles are stored.

(2) The enclosed parking or storage of not more than one (1) commercial or service vehicle rated at Class A – D may be permitted within an attached garage, attached carport, detached garage, and/or detached carport, provided that such vehicle is used by the occupant(s) of the lot upon which the vehicle is parked or stored.

(3) The outdoor parking or storage of not more than one (1) commercial or service vehicle rated at Class A – D or school bus, may be permitted, provided that such vehicle is parked or stored in the side yard and/or rear yard only and used by the occupant(s) of the lot upon which the vehicle is parked or stored.

(4) **Recreational vehicle storage.** The outdoor storage of not more than one (1) recreational vehicle in areas other than those addressed in §19-91 may be permitted provided:

- a. Such recreational vehicle is owned or leased by the occupant(s) of the lot upon which the recreational vehicle is stored.
- b. Such recreational vehicle shall not be used for business, living, sleeping, or housekeeping purposes.
- c. Such recreational vehicle shall not be permanently connected to sewer lines, water lines, or electricity.
- d. Such recreational vehicle shall not be used for the storage of goods, materials or equipment not normally a part of or essential to the immediate use in that vehicle or trailer.

(c) **Recreational vehicle parking in front yard.** Unoccupied recreational vehicles of 26 feet in length or less as defined in §19-92 may be parked in a front yard driveway.

(Code 1965, §11.15(3)(c); Ord 32-92, §1, 3-18-92; Ord 174-93, §1, 10-19-93; Ord 131-96, §1, 12-18-96; Ord 145-11, §1, 6-7-11)



# PERMIT TO OCCUPY THE PUBLIC RIGHT-OF-WAY

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

Rev. 04-10-15

## Applicant Information

Name (print): Mike Van Thun Company: Mile of Music (Williams Marketing)  
Address: 120 N Morrison St Telephone: 920-750-5014 FAX: N/A  
Suite 200 e-mail: mike@williamsmarketing.com  
Applicant Signature: Michael J. Van Thun Date: 5-17-18

## Occupancy Information

General Description: Place TundraLand mobile showroom (8'W x 16'L) on Division St.  
outside the PAC lobby doors and close to College Avenue corner  
Street Address: 400 W. College Avenue (PAC) Tax Key No.: \_\_\_\_\_  
- or -  
Street: Division Street From: 8-1-18 To: 8-5-18  
Multiple Streets: \_\_\_\_\_

(Department use only)

### Occupancy Type

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

### Sub-Type

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

### Location

- ☐ Sidewalk  
☐ Terrace  
☐ Roadway

## Additional Requirements

- ☐ Plan/Sketch ☐ Certificate of Insurance ☐ Bond  
☐ Other : \_\_\_\_\_

## Traffic Control Requirements

☐ N/A

Type of Street:

Proposed Traffic Control:

- ☐ Arterial/CBD ☐ City Manual Page(s) \_\_\_\_\_  
☐ Collector ☐ State Manual Page(s) \_\_\_\_\_  
☐ Local ☐ Other (attach plan) \_\_\_\_\_

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

Approved by: \_\_\_\_\_

Date: \_\_\_\_\_

This permit approval is subject to the following conditions:

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

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

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

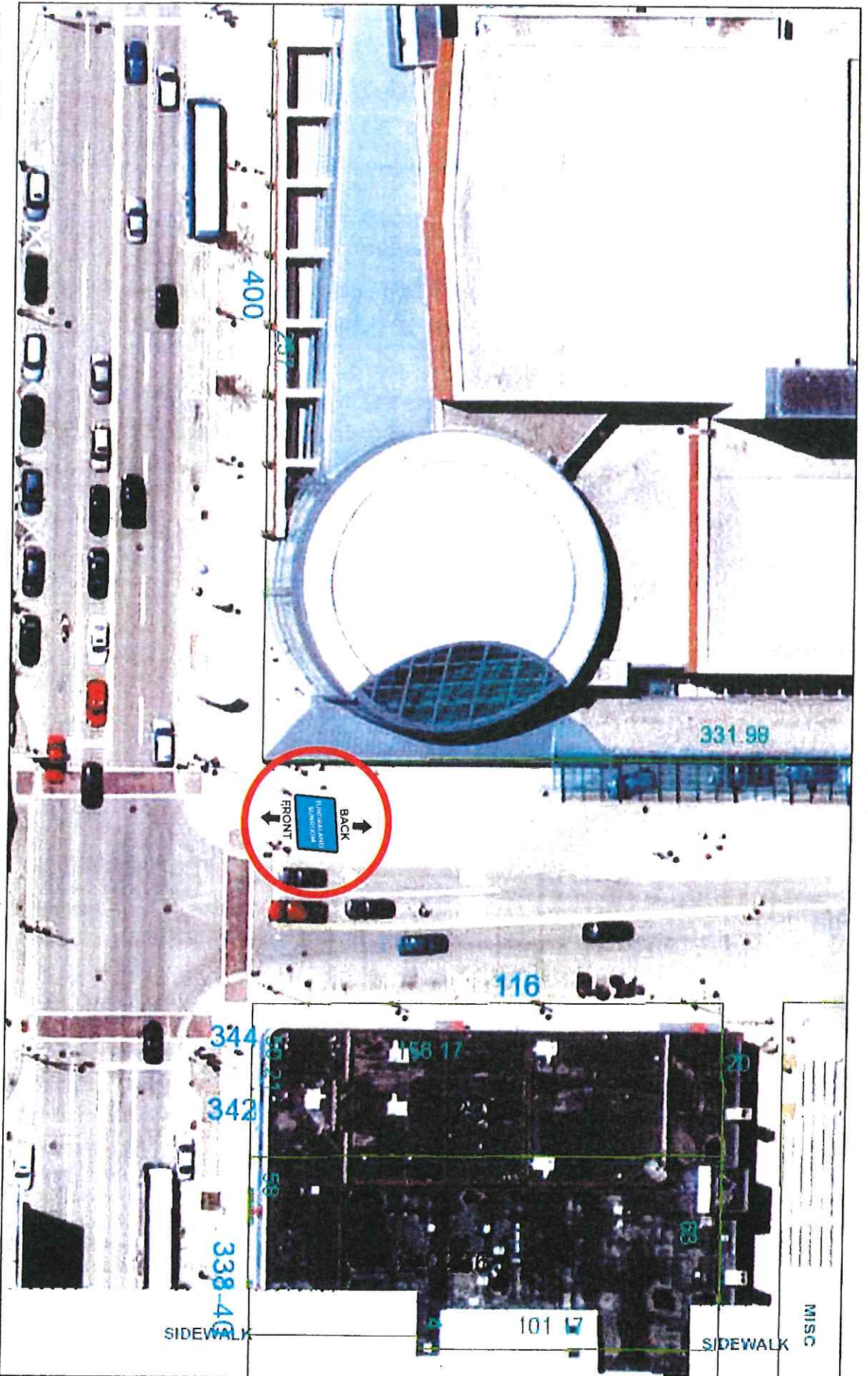
APPROVED BY: \_\_\_\_\_

(Department of Public Works)

DATE: \_\_\_\_\_



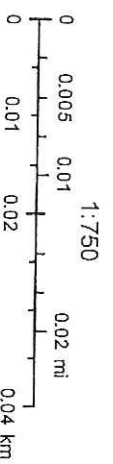
# ArcGIS Web Map



July 13, 2017

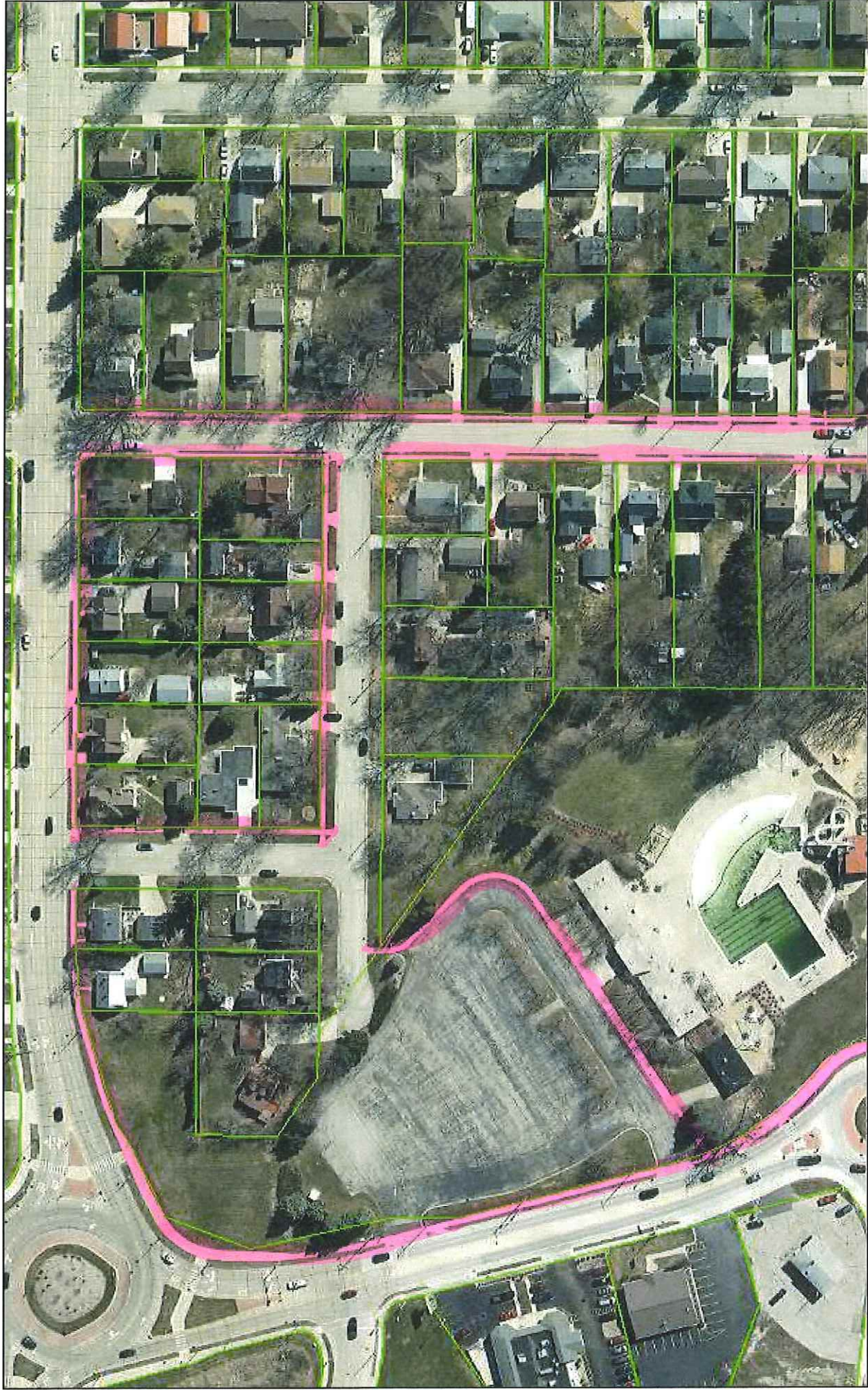
City Parcels

Easements





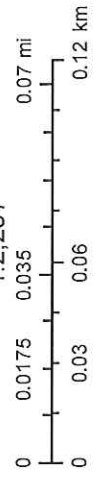
# ArcGIS Web Map



May 31, 2018

City Parcels

1:2,257





# Why Sidewalks on Warner & Henry Streets?

## GENERAL

- Sidewalk Installation Policy
  - First adopted in 1992: *"To provide pedestrian safety and convenience throughout the City of Appleton. Providing a walkable city also promotes a sense of community, provides for safe recreation and exercise, reduces traffic congestion, pollution and noise."*
  - For neighborhoods established prior to 1992: *"Sidewalk shall be considered for installation, where they currently don't exist when streets are reconstructed."*
- Complete Streets Policy
  - First adopted in 2016: *"Appleton streets are designed and maintained to be safe, accessible, convenient and comfortable for all transportation modes, ages and abilities at all times."*
  - Projects Section states: *"The City of Appleton shall approach all transportation projects as an opportunity to create safer, more accessible streets for all users."*
  - Network Section states: *"Under this policy, the City of Appleton will gradually create a network of streets to serve all users."*
- Comprehensive Plan - Transportation Chapter
  - Walking Section states: *"Both on a national and local scale, there is an increasing interest in making walking a viable form of transportation within a community... Appleton has developed a pedestrian friendly network of sidewalks and paths through most of its neighborhoods. This system is expanding through new sidewalks in developing parts of the community and through the efforts to expand the path systems."*
- Creating a Sustainable City Plan
  - Implementing the On-Street Bike Lane Plan, expanding the sidewalk network and trail system are mentioned throughout the Sustainability Master Plan.
- Health in All Policies
  - First adopted in 2017: *"Health in All Policies is a collaborative approach to improving the health of all people by incorporating health consideration into decision-making across sectors and policy areas."*
  - Social Determinates of Health Section states: *"Accessible built environments that promote health and safety, including improved pedestrian, bicycle, and automobile safety, parks and green space, and health school siting."*



## SPECIFIC

- Leads to Mead Pool and connects with existing sidewalk through Mead Pool.
- Sidewalks exist on the other neighborhood streets
- Connectivity to future connection to John Street

6-11-18

Dear City of Appleton,

My husband (Glenn Hoag) and I (Danelle Hoag) are unable to attend the meeting today.

We feel very strongly that a side walk is not necessary. Here are the reasons why:

- ① The road is hardly ever used. Typically the only time the road is used are from those that live on Henry St.
- ② The side walk would take up most of our yard where our children play.
- ③ The cost of the side walk would be extremely expensive for something that is not needed.

My husband and I have lived in our house for over 11 years. We have never had a problem with not having a side walk. We take our daughter to school every day and walk down Henry St. without any issues. We enjoy having a nice quiet road right next to our house. We are respectfully asking that you do not add this unnecessary side walk to our neighborhood. Please call with any questions. (Glenn - 920-850-7992) (Danelle - 920-851-2804) →  
Thank you, Glenn + Danelle Hoag (513 S. Telulah Ave.)





West on Henry Street crossing Warner Street angling to sidewalk at Mead Pool



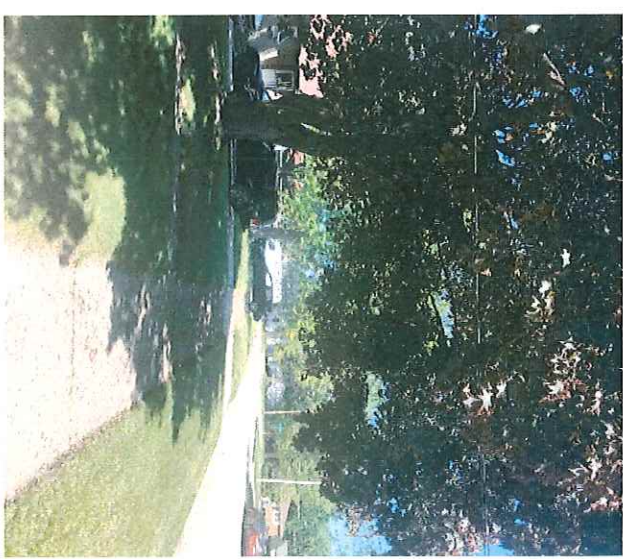
Traveling West on Henry Street to sidewalk into Mead Pool



Illegal front yard parking



Traveling South onto the sidewalk path into Mead Pool's parking lot



Illegally extending over the sidewalk



View from Henry Street looking Southwest to Mead Pool





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

**To:** Municipal Services Committee  
**From:** Michael S. Hardy, Assistant City Traffic Engineer  
**Date:** June 7, 2018  
**Re:** Recommended award of the *Unit Q-18* Pavement Marking Maintenance Contract (Paint)  
*Transverse Paint Markings such as Parking Stalls, Crosswalks and Stop Lines*

---

Quotes were opened for the *Unit Q-18* Pavement Marking Maintenance Contract on June 07, 2018, as a means of establishing unit prices for this annual maintenance contract, which generally involves the painting of parking stalls, crosswalks and stop lines in the City.

While quotes were solicited from four companies, only one quote was received. Crowley Construction Corp. of Wauwatosa, Wisconsin, submitted the low quote in the total amount of \$36,642.75. We consider the unit prices contained in the quote to be reasonable and consistent with prices received in previous years and within industry norms. Crowley has completed this type of work for the City in recent years with excellent results.

Based on this, we recommend award of the contract to Crowley Construction Corp. in an amount not to exceed \$43,000. This dollar amount is based on available budgeted funds for pavement marking maintenance (17022 Account), as well as pavement marking maintenance to be completed for the Parking Utility (5121 Account).

## RELOCATION ORDER

The City of Appleton, Outagamie/Calumet/Winnebago Counties, Wisconsin, by its Common Council and for its Relocation Order hereby resolves as follows:

1. That this Resolution is a Relocation Order in accordance with subsection 32.05(1), Wisconsin Statutes, for the purpose of the within-described public improvement project and it is also a determination of necessity for that project in accordance with subsection 32.07(2), Wisconsin Statutes;
2. That the City of Appleton hereby determines that it is necessary and of public purpose to construct the street officially mapped as Spartan Drive and the associated stormwater pond to serve the street near the city of Appleton, Wisconsin.
3. That said roadway and associated stormwater pond will be built within the areas marked on the scale drawing, which is attached to this Relocation Order as Exhibit "A" and incorporated herein;
4. That the legal descriptions for the acquisition of property necessary for this project are contained in Exhibits "B" and "C", under the heading "Legal Description for Acquisition", which are also incorporated herein;
5. That the City of Appleton will also acquire Temporary Limited Easements for the areas described in the "Legal Description for Temporary Limited Easement" in Exhibits "D" and "E", which are also incorporated herein.

Passed and approved this \_\_\_\_\_ day of June, 2018.

I hereby certify that on this \_\_\_\_\_ day of June, 2018, that the within Relocation Order was adopted by a vote of \_\_\_\_\_ ayes and \_\_\_\_\_ nays by the Common Council for the City of Appleton, Wisconsin.

APPROVED:

ATTEST:

\_\_\_\_\_  
Timothy M. Hanna, Mayor

\_\_\_\_\_  
Kami Lynch, City Clerk

Subscribed and sworn to before me  
this \_\_\_\_ day of \_\_\_\_\_, 2018.

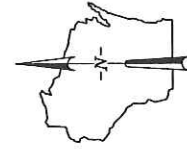
\_\_\_\_\_  
Jamie L. Griesbach  
Notary Public, State of Wisconsin  
My commission expires: 11/11/2021

This instrument was drafted by:  
James P. Walsh, Appleton City Attorney  
City Law: A17-0648

Record and return to:

City of Appleton – City Attorney's Office  
100 North Appleton Street  
Appleton, WI 54911-4799

Part of Lot 1 and 2 of Certified Survey Map No. 4431, located in the Fractional Northeast 1/4 of Section 2, Township 21 North, Range 17 East, Town of Grand Chute, Outagamie County, Wisconsin.



BEARINGS ARE REFERENCED TO THE WISCONSIN  
COUNTY COORDINATE SYSTEM, OUTAGAMIE COUNTY,  
WEST LINE OF HAYMEADOW AVENUE;  
RECORDED AS N.0071515"E.  
H:\Acad\PropAcq\2018\Spartan\_WO\_Meads\_Suhonen\_0606\_2018

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

## EXHIBIT B

### Legal Description for Acquisition

U.S. Bank, N.A.

**PARCEL: 101006800**

**Owner: U.S. Bank, N.A.**

#### **Fee Simple Interest**

All those lands of the owner within the following described traverse: Being a part of Lot 1 of Certified Survey Map No. 4431, located in and being a part of the Southeast  $\frac{1}{4}$  of the Fractional Northeast  $\frac{1}{4}$  of Section 2, Township 21 North, Range 17 East, Town of Grand Chute, Outagamie County, Wisconsin, containing 69,992 Square Feet (1.607 Acres) of land and described as follows:

Commencing at the East  $\frac{1}{4}$  corner of said Section 2 and being the point of beginning;

Thence North  $89^{\circ}40'21''$  West 839.03 feet along the South line of the Fractional NE  $\frac{1}{4}$  of said Section 2 and being coincident with the South line of Lot 1 and 2 of said Certified Survey Map No. 4431;

Thence North  $01^{\circ}03'01''$  East 245.13 feet being coincident with the West line of said Lot 1;

Thence South  $43^{\circ}27'00''$  East 48.98 feet;

Thence North  $67^{\circ}23'29''$  East 78.51 feet;

Thence North  $60^{\circ}46'47''$  East 139.15 feet;

Thence South  $21^{\circ}27'49''$  East 187.73 feet;

Thence South  $58^{\circ}24'35''$  West 131.24 feet;

Thence South  $14^{\circ}06'00''$  West 25.35 feet;

Thence Southeasterly 88.94 feet along the arc of a curve to the left having a radius of 370.00 feet and the chord of which bears South  $82^{\circ}47'12''$  East 88.73 feet;

Thence South  $89^{\circ}40'21''$  East 448.18 feet;

Thence North  $45^{\circ}09'52''$  East 169.22 feet to the East line of the Fractional NE  $\frac{1}{4}$  of said Section 2;

Thence South  $00^{\circ}00'05''$  West 150.00 feet coincident to the East line of the Fractional NE  $\frac{1}{4}$  of said Section 2 to the Point of Beginning.



# EXHIBIT C

## Legal Description for Acquisition Steve and Carita Suhonen

**PARCEL: 101006802**

**Owner: Carita and Steve Suhonen**

### **Fee Simple Interest**

All those lands of the owner within the following described traverse: Being a part of Lot 2 of Certified Survey Map No. 4431, located in and being a part of the Southeast  $\frac{1}{4}$  of the Fractional Northeast  $\frac{1}{4}$  of Section 2, Township 21 North, Range 17 East, Town of Grand Chute, Outagamie County, Wisconsin, containing 14,444 Square Feet (0.332 Acres of land) and described as follows:

Commencing at the East  $\frac{1}{4}$  corner of said Section 2 and being the point of beginning;

Thence North  $89^{\circ}40'21''$  West 839.03 feet along the South line of the Fractional NE  $\frac{1}{4}$  of said Section 2 and being coincident with the South line of Lot 1 and 2 of said Certified Survey Map No. 4431;

Thence North  $01^{\circ}03'01''$  East 245.13 feet being coincident with the West line of said Lot 1;

Thence South  $43^{\circ}27'00''$  East 48.98 feet;

Thence North  $67^{\circ}23'29''$  East 78.51 feet;

Thence North  $60^{\circ}46'47''$  East 139.15 feet;

Thence South  $21^{\circ}27'49''$  East 187.73 feet;

Thence South  $58^{\circ}24'35''$  West 131.24 feet;

Thence South  $14^{\circ}06'00''$  West 25.35 feet;

Thence Southeasterly 88.94 feet along the arc of a curve to the left having a radius of 370.00 feet and the chord of which bears South  $82^{\circ}47'12''$  East 88.73 feet;

Thence South  $89^{\circ}40'21''$  East 448.18 feet;

Thence North  $45^{\circ}09'52''$  East 169.22 feet to the East line of the Fractional NE  $\frac{1}{4}$  of said Section 2;

Thence South  $00^{\circ}00'05''$  West 150.00 feet coincident to the East line of the Fractional NE  $\frac{1}{4}$  of said Section 2 to the Point of Beginning.



## EXHIBIT D

### Legal Description for Temporary Limited Easement U.S. Bank, N.A.

**PARCEL: 101006800**

**Owner: U.S. Bank, N.A.**

**Temporary Limited Easement:**

A part of Lot 1 of Certified Survey Map No. 4431, located in and being a part of the Southeast  $\frac{1}{4}$  of the Fractional Northeast  $\frac{1}{4}$  of Section 2, Township 21 North, Range 17 East, Town of Grand Chute, Outagamie County, Wisconsin, containing 2,687 Square Feet (0.0617 Acres) of land and described as follows:

Commencing at the East  $\frac{1}{4}$  corner of said Section 2;

Thence North  $89^{\circ}40'21''$  West 387.20 feet along the South line of the Fractional NE  $\frac{1}{4}$  of said Section 2 and being coincident with the South line of Lot 1 and 2 of said Certified Survey Map No. 4431;

Thence North  $00^{\circ}00'05''$  East 30.00 feet to the Point of Beginning;

Thence North  $89^{\circ}40'21''$  West 180.98 feet;

Thence Northwesterly 88.94 feet along the arc of a curve to the right having a radius of 370.00 feet and the chord of which bears North  $82^{\circ}47'12''$  West 88.73 feet;

Thence North  $14^{\circ}06'00''$  East 10.00 feet;

Thence Southeasterly 86.54 feet along the arc of a curve to the left having a radius of 360.00 feet and the chord of which bears South  $82^{\circ}47'09''$  East 86.33 feet;

Thence South  $89^{\circ}40'21''$  East 180.92 feet;

Thence South  $00^{\circ}00'05''$  West 10.00 feet to the Point of Beginning.

# EXHIBIT E

## Legal Description for Temporary Limited Easement Steve and Carita Suhonen

**PARCEL: 101006802**

**Owner: Carita and Steve Suhonen**

### **Temporary Limited Easement**

A part of Lot 2 of Certified Survey Map No. 4431, located in and being a part of the Southeast  $\frac{1}{4}$  of the Fractional Northeast  $\frac{1}{4}$  of Section 2, Township 21 North, Range 17 East, Town of Grand Chute, Outagamie County, Wisconsin, containing 2,722 Square Feet (0.0624 Acres of land) and described as follows:

Commencing at the East  $\frac{1}{4}$  corner of said Section 2;

Thence North  $89^{\circ}40'21''$  West 387.20 feet along the South line of the Fractional NE  $\frac{1}{4}$  of said Section 2 and being coincident with the South line of said Lot 2;

Thence North  $00^{\circ}00'05''$  East 30.00 feet coincident with the West line of said Lot 2 to the Point of Beginning;

Thence continue North  $00^{\circ}00'05''$  East 10.00 feet;

Thence South  $89^{\circ}40'21''$  East 277.20 feet;

Thence South  $45^{\circ}09'52''$  West 14.10 feet;

Thence North  $89^{\circ}40'21''$  West 267.20 feet to the Point of Beginning.



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.....enhancing the quality of life"

# FEES ARE NON-REFUNDABLE

Date Rec'd 5/18/18

☐ Operator License \$60.00 Acct. 11030.4307  
☒ Operator License \$75.00 Acct. 11030.4307  
plus a provisional  
☒ Investigation fee \$ 7.00 Acct. 100.2359  
Total fee paid \$ 82 Receipt 4845794

☒ Original Application

☐ Renewal - License # \_\_\_\_\_

LICENSE APPLICATION for

OPERATOR'S (BARTENDER'S) LICENSE

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

## SECTION 1 - APPLICANT INFORMATION

Applicant Name (Last, First, MI) <u>Williams Oliver Wynn</u>		Maiden	
Street Address <u>1901 N. Appleton St.</u>	City <u>Appleton</u>	State <u>WI</u>	Zip <u>54911</u>
Driver's License Number/State Identification Number <u>Wisconsin</u>		State License Issued In: <u>Wisconsin</u>	
Date of Birth <u>5-18-18</u>	Sex <u>Male</u>	Home Phone Number	Cell phone Number
Name and Address of Establishment you will be selling alcohol <u>Stucco Pizzeria 110 N. Douglas St.</u>			

SECTION 2 - CONVICTION RECORD - **NEW APPLICANT**: You are required to list each and every violation and/or offense for which you have been convicted in or out of state. Failure to provide complete answers may result in a denial of your application.

Have you EVER had an Operator's (Bartender's) License?	YES	<u>NO</u>
If Yes; where?		
Have you EVER been convicted of a felony?	YES	<u>NO</u>
If Yes; when, where and what type of violation? (Please be specific)	<u>2 speeding tickets, Not exactly sure when.</u>	
Have you EVER been convicted of a misdemeanor or ordinance violation?	<u>YES</u>	NO
If Yes; when, where and what type of violation? (Example: speeding, OWI)		

SECTION 2 - CONVICTION RECORD - **RENEWAL APPLICANT**: List any pending charges, citations, tickets and all convictions since last license application in or out of state. Failure to provide complete answers may result in a denial of your application.

Have you EVER had an Operator's (Bartender's) License?	YES	NO
If Yes; where?		
Have you been convicted of a felony since last license application?	YES	NO
If Yes; when, where and what type of violation? (Please be specific)		
Have you been convicted of a misdemeanor or ordinance violation since last license application?	YES	NO
If Yes; when, where and what type of violation? (Example: speeding, OWI)		

## SECTION 3 - PENALTY NOTICE

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

Signature: [Signature]

## FOR OFFICE USE ONLY

Department	Approve	Deny	By	Reason
POLICE		<u>X</u>	<u>Miller</u>	
Date sent to APD <u>5-18-18</u>	Scheduled FVTC Class	Class Completion Date <u>11-19-19</u>	Current other license: Muni _____ # _____	
Safety and Licensing	Common Council	Date Issued	Expiration Date	License Number

**Appleton Police - Consideration for Denial**  
**(electronic copy sent to LT Miller and Kami Lynch)**

Applicant		License Type	Offense	Type	Offense Date	Conviction Date
Oliver W Williams	04/16/1991	Bartender	Adult contribute to minor consumption	Ordinance	07/21/09	9/23/09
			Underage Alcohol	Ordinance	07/27/09	9/23/09
			Fail to obey traffic officer/signal	Ordinance	08/22/09	10/06/09
			Speeding	Ordinance	09/04/09	10/06/09
			Underage Alcohol	Ordinance	08/20/10	10/13/10
			Speeding	Ordinance	03/03/14	04/23/14
			Operate motorvehcile w/o proof of insurance	Ordinance	03/03/14	04/23/14

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# REQUEST for Beer/Liquor License Premise Amendment

**FEES ARE NON-REFUNDABLE**

Date Recv'd 6/1/18

License Fee \$ 10.00

Acct. 11030.4306

Receipt 4852370

## SECTION 1 – LICENSE INFORMATION

Name of Establishment Mondo Wine Bar & Retail

Address of Establishment 220 W. College Ave.

Name of Agent David Oliver

Phone Number  
920.209-9091

## SECTION 2 – PREMISE AMENDMENT

Please describe the change in premises:

**\*A drawing/diagram of the proposed area must also be submitted with this application\***

Extending operations to the parklet/courtyard between 222 Building and Copper Rock. Beer and wine would be stocked and sold by staff in the courtyard. Licensed bartender would be present 100% of the time. Diagram is attached.

Is this change Permanent?

☒  
YES

☐  
NO

If this is temporary please specify the reason for the amendment:

Please list the date(s) and time(s) that this temporary premise amendment will be utilized:

## SECTION 4 – PENALTY NOTICE

I certify that I am familiar with Section 9-52 of the Municipal Code of the City of Appleton and agree that any license granted under this application may be suspended for cause at any time by the Common Council.

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

Signature of Applicant: \_\_\_\_\_

## FOR OFFICE USE ONLY

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

Existing chain link fence with slats

31.5'

Existing Stage

Existing bench

Existing bench

Existing table

New table

New table

New table

Existing table

Existing table

trash

Rolling beverage cart

trash

Existing bench

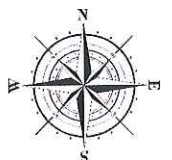
Existing flower box

Opening  
55"

Resin fencing

Existing flower box

College Avenue



Operator's Licenses for 6/13/18 S & L

Approved

Stacey J. Barnes	1821 S. Schaefer Street, #D
Dean G. Barnstable	1807 S. Carpenter Street
Latoria R. Bishop	908 ½ N. Richmond Street
Audra K. Bloomquist	419 Adams Street, Neenah
Danielle J. Burke	1425 N. Division Street
Adam H. Chaffin	1022 Green Acres Lane, Neenah
Heidi J. Ciske	1807 E. Robin Way, #I
Jordan R. Coates	4020 N. Ballard Road
Bradley C. Cope	337 Winnebago Avenue, Menasha
Chelsea M. DeAngelis	413 W. Spring Street
Sarah M. Dietz	1534 E. Roeland Avenue
Ashley M. Hinkens	W2722 Brookside Drive
Mary E. Kracht	619 E. South River Street
Rebecca J. Laux	70 Foster Court
Joseph J. LeFevre	1807 E. Pauline Street
Jenna C. Liebhauser	1049 Crestview Drive, Wrightstown
Julianne F. Martin	1219 Montclair Court
Christopher A. Meyer	W6347 Goose Creek Circle, Greenville
Keli A. Muchowski	3115 W. Glenpark Drive, #9
Teresa A. Myers	803 ½ S. Story Street
Sandy L. Perkins	355 Clay Street, Wrightstown
Abbey L. Perre	4326 Moonglow Court
Adam R. Vernon Pollex	1763 Harrison Street, #8, Neenah
Ana C. Reyes	1517 E. Marion Street
Michael P. Tanner	2611 N. Ballard Road
Lawrence C. Taplin	1333 W. Washington Street
Chue Y. Yang	609 W. College Avenue, #G
Michelle A. Zera	W5473 Hidden Trail Lane
Matthew L. Fronsee	114 S. Willow Street, Kimberly
Bonnie J. Guhl	1402 Miami Circle, Little Chute
Sabir Ali	214 W. Pacific Street
Kirsten M. Schroeder	888 E. Shady Lane, #137, Neenah
John J. Hogerty	W6309 Firelane #9, Menasha
Jing Jing Huang	1500 E. Longview Drive, #29
Catherine J. Kinonen	1150 Jonathon Lane, #10, Neenah
Stacy L. Krause	817 Miller Lane, Kaukauna
Leah A. Matthews	589 rothe Sstreet, #9, Green Bay
Kaitlin J. Oakley	101 S. Jefferson Street, #39, Bonduel
Kalind Patel	111 W. Wisconsin Avenue
Michele Preston	1619 E. Robin Way
Ashley N. Reisenauer	2530 Forest View Court, #3
Emmy L. Steinberg	912 Plank Road, Menasha

Constance L. Strebel  
Alexis P. Wolff  
Charles W. Wu

2104 Farlin Avenue, Green Bay  
726 S. Commercial Street, Neenah  
39 Bellevue Place



Renewal Operator's Licenses for 6/13/18 S & L

Approved

Amy L. Altenhofen	2302 Meadow Green Drive, Neenah
Scott R. Boncher	1043 E. Vine Street
Patrick W. Bourassa	603 W. Parkway Blvd.
James A. Coumbe	603 N. Appleton Street
Jamie M. Davies	590 Cty Rd G, Neenah
Lisa M. Doxtator	N7646 State Rd 114, Menasha
Emily J. Duesing	W2494 Clover Downs Court
Savannah Goodwill	313 N. Rankin Street
Katlyn M. Juhlmann	1116 W. Weiland Lane
Sukhmeet Kaur	1690 Drum Corps Dr., #I, Menasha
Kristin R. Krueger	3220 N. Lawe Street
Nancy Lee	555 N. Badger Avenue
Tammy Mehlberg	307 W. Weiland Avenue
Elaine D. Presby	1419 E. Lindbergh Street
Melanie R. Rohloff	1200 E. Sylvan Avenue
Alexus M. Thomas	2730 S. Greenvview Street
Alyssa M. Triano	925 W. Lindbergh Street
Kai Vue	1603 W. Spencer Street
Stacy B. Deckers	309 S. Lake Street, Neenah
Ryan J. Taylor	1616 Schaefer Circle, #13
Erin N. Versteegen	708 N. Lawe Street
Pamela K. Edwards	905 Jacobsen Road, #J, Neenah
Bailee A. Ferg	2180 E. John Street
James J. Fett	N5634 Lake Shore Drive, Hilbert
Patrick J. Frawley	1516 W. Prospect Avenue
Jason J. Jarmuskiewicz	1671 Birch Street, Green Bay
Brian A. Langkau	1029 Evans Street, Oshkosh
Scott R. Langkau	876 W. 17 <sup>th</sup> Avenue, Oshkosh
Patrick G. Maloney	151 Plummer Court, Neenah
Steven RB Metzger	724 N. Richmond Street
Angelica L. Pheifer	1414 W. Spencer Street
James M. Weidner	512 Valley Road, Menasha



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18-0862

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

**FEES ARE NON-REFUNDABLE**

License Fee \$ 10.00  
Receipt 4854380

Date Recv'd 6/6/18  
Acct. 11030.4306

**SECTION 1 – LICENSE INFORMATION**

Name of Establishment Emmetts Bar & Grill

Address of Establishment 139 N. Richmond St Appleton WI

Name of Agent Sharon Reader

Phone Number 920-378-3697

**SECTION 2 – PREMISE AMENDMENT**

Please describe the change in premises:

\*A drawing/diagram of the proposed area must also be submitted with this application\*

Fenced In Area In Rear Parking Lot OFF  
Washington Street Approximately 100 FT X 100 FT

Is this change Permanent?

☐  
YES

☒  
NO

If this is temporary please specify the reason for the amendment:

Mile of Music Festival

Please list the date(s) and time(s) that this temporary premise amendment will be utilized:

Thursday 2 thru Sunday 5th  
August

**SECTION 4 – PENALTY NOTICE**

I certify that I am familiar with Section 9-52 of the Municipal Code of the City of Appleton and agree that any license granted under this application may be suspended for cause at any time by the Common Council.

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

Signature of Applicant: Sharon Reader

**FOR OFFICE USE ONLY**

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

WASHINGTON STREET

Sign

Brown Building

Dunsmuir

ENTRANCE FOR BUSINESS PARKING

WYND

WALK OF MUSIC  
EVENT

DRIVE WAY

OTHER BUSINESS  
TENANT PARKING

DRIVE WAY

PAVED  
LOT

Grass

Concrete

Boost  
MOBILE

Empty

LITTLE  
CAESARS

Mexican  
RESTAURANT

Empty

Empty

Attic

GARAGES



"meeting community needs"

.....enhancing quality of life"

**FEES ARE NON-REFUNDABLE**

Date Recv'd 6/6/18

License Fee \$ 10.00  
Receipt 4853743

Acct. 11030.4306

# REQUEST for Beer/Liquor License Premise Amendment

## SECTION 1 - LICENSE INFORMATION

Name of Establishment

SPATS

Address of Establishment

733 W College Ave

Name of Agent

Julie Neubert

Phone Number

4278274

## SECTION 2 - PREMISE AMENDMENT

Please describe the change in premises:

\*A drawing/diagram of the proposed area must also be submitted with this application\*

Including the parking lot of SPATS and the parking lot of Kustom Kitchen.

Is this change  
Permanent?

YES

NO

If this is temporary please specify the reason for the amendment:

Mile of Music

Please list the date(s) and time(s) that this temporary premise amendment will be utilized:

August 11-6<sup>th</sup> 2018

4pm - midnight

## SECTION 4 - PENALTY NOTICE

I certify that I am familiar with Section 9-52 of the Municipal Code of the City of Appleton and agree that any license granted under this application may be suspended for cause at any time by the Common Council.

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

Signature of Applicant:

Julie Neubert

## FOR OFFICE USE ONLY

Department	Approve	Deny	By	Reason
Comm. Dev.				
Finance				
Fire				
Health				
Inspections				

Police				
S&L	Council	Date Issued	Exp. Date	License Number

Utility Area

Fence 50'

Custom Kitchen

Beer Truck

Parking Lot

stage

110'

Fence 90'

fence

Parking

Dug PO

Alley

12' x 20'

SPATS

SPATIO

Back Dining area

2 Porta Pottys

24'

# ORIGINAL ALCOHOL BEVERAGE RETAIL LICENSE APPLICATION

Submit to municipal clerk.

For the license period beginning July 1st 20 18  
ending June 30th 20 19

TO THE GOVERNING BODY of the: ☐ Town of  
☐ Village of  
☒ City of Appleton

County of Outagamie Aldermanic Dist. No. 6 (if required by ordinance)

1. The named ☐ INDIVIDUAL ☐ PARTNERSHIP ☒ LIMITED LIABILITY COMPANY  
☐ CORPORATION/NONPROFIT ORGANIZATION

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

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

Wisconsin LLC

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

Title	Name	Home Address	Post Office & Zip Code
President/Member	<u>James L Donker</u>	<u>3535 S. Bobolink Ave</u>	<u>MAY 29 2018</u>
Vice President/Member			
Secretary/Member			
Treasurer/Member			
Agent	<u>David E Grand</u>	<u>2146 Trill Rd Omro, WI</u>	<u>54963</u>
Directors/Managers			

3. Trade Name Reload of Wisconsin LLC Business Phone Number 920-237-2428  
4. Address of Premises 830 E. Northland Ave Post Office & Zip Code 54911

5. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? ☒ Yes ☐ No  
6. Is the applicant an employee or agent of, or acting on behalf of anyone except the named applicant? ☐ Yes ☒ No  
7. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? ☐ Yes ☒ No  
8. (a) Corporate/limited liability company applicants only: Insert state WI and date 10/23/06 of registration.  
(b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? ☐ Yes ☒ No  
(c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? ☐ Yes ☒ No

(NOTE: All applicants explain fully on reverse side of this form every YES answer in sections 5, 6, 7 and 8 above.)

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

10. Legal description (omit if street address is given above): Northwest corner of building

11. (a) Was this premises licensed for the sale of liquor or beer during the past license year? ☒ Yes ☐ No  
(b) If yes, under what name was license issued? Dieters Place LLC

12. Does the applicant understand they must file a Special Occupational Tax return (TTB form 5630.5d) before beginning business? [phone 1-800-937-8864] ☒ Yes ☐ No

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

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

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signers. Signers agree to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants and each member of a partnership applicant must sign; corporate officer(s), members/managers of Limited Liability Companies must sign.) Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.

SUBSCRIBED AND SWORN TO BEFORE ME

this 29 day of May 20 18  
Cathy Bolwerk  
Notary Public, State of Wisconsin

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

(Official of Corporation/Member/Manager of Limited Liability Company/Partner)

My commission expires My Commission Expires January 23, 2021

(Additional Partner(s)/Member/Manager of Limited Liability Company if Any)

## TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <u>529-18</u>	Date reported to council/board	Date provisional license issued	Signature of Clerk / Deputy Clerk
Date license granted	Date license issued	License number issued	





“Excellence in Police Service”

## POLICE DEPARTMENT

222 South Walnut Street • Appleton, WI 54911-5899  
(920) 832-5500

---

Date: June 6, 2018

To: Alderperson Lobner and Members of the Safety and Licensing Committee

Re: Request to approve a contract with All City Management Services to manage the City of Appleton Crossing Guard program.

---

In early 2017 we began discussions with the Appleton Area School District to review our School Resource Officer and Crossing Guard agreement and programs. The goal was to create a shared services agreement that covered both programs and ensured their sustainability and growth. We have had lengthy discussions on funding and staffing of these programs and how we could most efficiently provide the services. We are both committed to these programs and continue to have a great partnership; clearly we have a shared vision and philosophy. The agreement we reached increases the reimbursement from the school district for the School Resource Officer program by approximately **\$157,000 per year**, provides sustainability of both programs, and creates an opportunity to improve overall police services in the City of Appleton.

This process included a review of the management of the crossing guard program and consideration of other options available to us to address inefficiencies. Additionally, we needed to create an MOU that included crossing guards because we have not had one in place to protect the city. As part of this agreement we have, for the first time, received a formal commitment from the school district to fund 50% of the cost of the crossing guard program.

### Crossing Guard Management

A major challenge in the program is the administration has fallen completely on the police department. This is costly and an inefficient use of resources. While the financial cost of the program is around \$175,000 a year, the actual cost of staffing and managing the program is significantly higher. We have attempted to estimate the costs of the administration and emergency staffing of this program, but it is difficult because of the inability to track time actually spent. We know our Support Services Lieutenant and Lead CSO spend hours daily managing the program. This service is provided at \$25.00 - \$45.00 an hour. We also know CSO's and Officers regularly are taken out of service to cover crossing guard duties, at a cost of \$14.00 - \$35.00 an hour.

We can only estimate these administrative and staffing needs cost our department an additional \$40,000 to \$50,000 a year of time and resources. Time spent doing these duties, both administrative and operational, takes employees away from other critical duties. Traffic enforcement around our schools is a priority for our day shift officers and is frequently a team goal. When officers are doing crossing guard duties they can't be working school zone traffic enforcement. Traffic complaints were also the one of the top issues identified in our recent community survey.





“Excellence in Police Service”

## POLICE DEPARTMENT

222 South Walnut Street • Appleton, WI 54911-5899  
(920) 832-5500

Human Resources has estimated their cost of recruitment and hiring crossing guards at several thousand dollars a year, depending on the number of hiring processes, and that is not counting the potential workers compensation issues. Time they spend in recruitment and hiring would be better spent working on a multitude of other issues and helping all departments stay fully staffed.

The council is aware of the additional demands the department has had placed on it in the last decade. We have done more with less, and continue to look for ways to creatively use our staff and resources to provide excellent police services. We have the same staff but now are challenged with dealing with the mental health crisis, school violence issues, opioid and a growing methamphetamine epidemic, homelessness and transient issues, immigration and racial justice issues, etc...

Our staffing plan and philosophy is a perpetual process of evaluation of needs and looking at a multitude of things before we request additional staffing. One of the cornerstones of the staffing plan is to look at alternate delivery systems that are more efficient so we can free staff to do more “police focused” duties. The contracting of services is something that both the school district and the city already do, and something that is growing in popularity in the area of crossing guard services.

A team of employees from Human Resources, Finance, Legal Services, and the Police Department created and put out a request for proposals (RFP) to contract out the administration of the crossing guard program. We received a response from the largest provider of crossing guard services in the country, All City Management Services (ACMS). An evaluation team reviewed and scored their proposal, checked references, and reviewed the language of the proposal. We are recommending contracting with ACMS to manage the crossing guard program, on a trial basis.

We have met with the current crossing guards and explained the reasoning behind the contract. We would still be involved in hosting training and coordinating with the contracted company on coverage, quality of service, and complaint resolution. ACMS has a business model that facilitates the transfer of current crossing guards to their employment, at the same or higher wage, and provides leadership opportunities for some of the current guards. We have reviewed their practices and are impressed with their service model. There are areas where we see some improvements over what we currently do, as would be expected with a company that specializes in a service.

I have attached some documentation from their proposal for your review. The timeline would be to have approval by the July 30<sup>th</sup> council meeting so that the transition can happen before this school year. The cost for year one is \$251,674; to cover our 50% portion for this year we would need an additional \$15,800. We have salary savings due to the unpaid unexpected military leave of one of our investigators. His leave will save us approximately \$58,800 in salary and benefits this year.

**I’m requesting approval to contract with All City Management Services, on a trial basis and contingent on approval of final contract language by our Legal Services Department, to manage the City of Appleton Crossing Guard program. The contract is a three year contract with the first year annual cost of \$251,674, second year \$257,314, third year \$264,565. There is also an option for a two year extension upon written consent of both parties.**

Please contact me if you have any questions. Thank you for your consideration.

Chief Todd Thomas

Core Values of the Appleton Police Department: “Compassion, Integrity, Courage”

**City of Appleton Crossing Guard Program  
(Estimated) Implementation Schedule / Major Milestones**

Contractor Notification	July 9, 2018
Contract and Insurance complete (Final Terms agreed to)	Jul. 16
City Council Approval	Jul. 30
City of Appleton/ACMS Planning Meeting (City Representatives, ACMS Team)	Jul. 31
Site Inspections complete	Jul. 30 – Aug. 6
ACMS confirms contact data for current guards	Jul. 30 – Aug. 6
Welcome Letters/ phone calls to existing guards (returning personnel determined)	Jul. 16 – Aug. 6
Sourcing and Recruiting efforts begun for Supervisors, Guards and Substitutes (Unofficial sourcing begins July 9, 2018)	Jul. 30
ACMS Transition Meetings with existing crossing guards, substitutes and new hires (Hiring completed Assignments / schedules confirmed Equipment delivered to guards)	Aug. 16
Additional Training needs delivered	Aug. 17 - 23
Guards re-contacted for assignment readiness	Aug. 27 - 31
City designees identified and Monthly Status Meetings agreed to	Aug. 9 - 23
Guards on site / Area Supervisors in field	Sept. 5
60 Day Review City of Appleton/ ACMS Team (next Review Meeting scheduled)	Nov. 5

## Qualifications and Experience

**All City Management Services, Inc. (ACMS)** Serving over 250 cities, counties and school districts, we have successfully operated and managed both large and small Crossing Guard programs. ACMS currently employs over 5,000 Crossing Guards who are supported by over 150 locally assigned Area Supervisors.

While the size of our Company reflects our broad based knowledge and success in the industry, we understand that each agency, school district and community we serve comes with their own set of specific requirements and challenges. We are the only company that can legitimately claim extensive experience taking public service for Crossing Guards to a privately operated program.

Our understanding of the unique challenges presented by a crossing program; guard scheduling, geography, school locations and demographics, make us well qualified to meet the unique demands of your program. Our management team will meet with the City of Appleton personnel regularly to address needs and ensure all requirements are met.

Understanding that unexpected absences and tardiness can impact the safety of children we are charged with protecting. ACMS ensures that response of our Management Team through our Emergency Dispatch Hotline (available to employees 24/7); providing assurance that we will have adequate advance notice of potential absences (both planned and unplanned) to respond effectively.

Our ability to operate and manage the City of Appleton Crossing Guard program is supported by our success with the Sun Prairie program in Wisconsin and programs in neighboring states. Some of these programs include: Des Moines, IA; Bloomington, IL; Munster, IN; Cleveland Heights, OH, Grand Rapids, MI; Lansing, MI and Wyoming, MI.

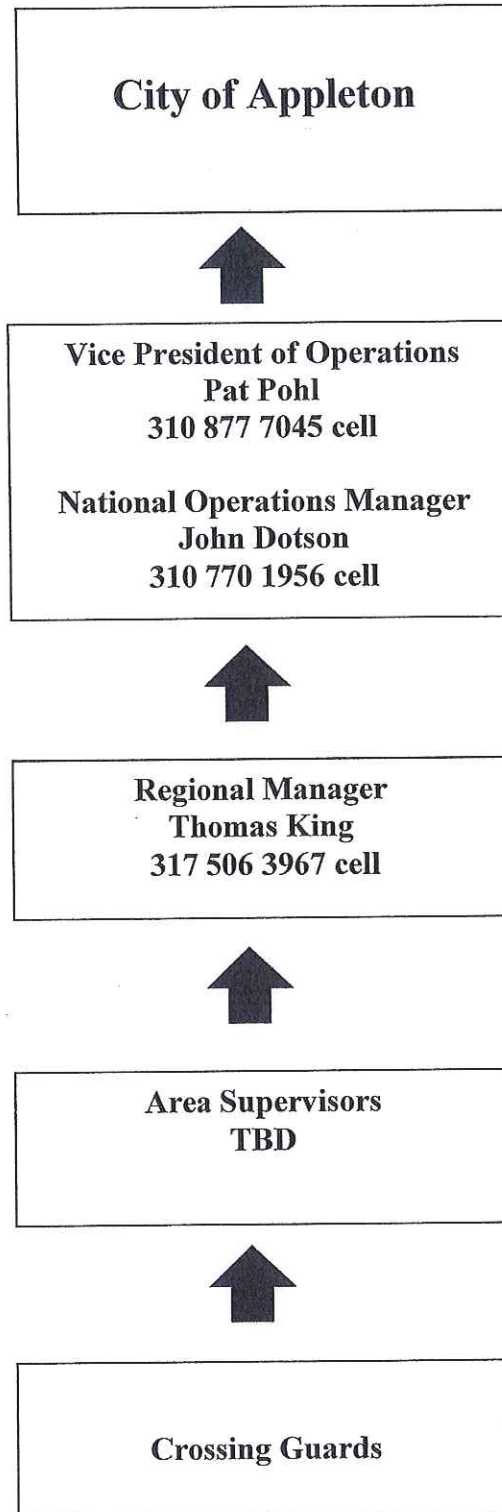
Our many other clients include: Portland, ME; Wallingford, CT; Danbury, CT; Depew, NY; Clay, NY; Gloversville, NY; Rye, NY; Freeport, NY; Ridgewood, NJ; Pottstown, PA; York, PA; Easton, PA; Elizabethtown, PA; Swatara Township, PA; Cleveland Heights, OH; Palm Beach Sheriff's, FL; Key Biscayne, FL; Kissimmee, FL; Olathe, KS; Overland Park, KS; Lenexa, KS; Shawnee, KS, Westwood, KS, Mission, KS; Prairie Village, KS; Corpus Christi, TX; Carrollton, TX; Las Vegas, NV; County of Los Angeles, CA and many others.

Another defining component that distinguishes ACMS as the industry leader is our focus on providing School Crossing Guard services. We are not a security guard company with a few clients based upon a low cost offering. Our singular area of service; "School Children Safety" enables all of our resources to be devoted to the development and delivery of programs that provide exceptionally high safety standards and client satisfaction.

It should be noted that ACMS has never lost a client agency due to the level of service provided.



## ALL CITY MANAGEMENT SERVICES





## Field Management Personnel

The most significant resources ACMS brings to any Crossing Guard program is the depth and scope of **management** provided by the years of experience brought by our operational management team. The community of Appleton will benefit from a team concept which consists of Area Supervisors, Regional Manager, National Operations Manager and our Vice President of Operations. Each Member of our management team is available 24 hours a day via cellular telephone. The following is a brief synopsis of the respective duties of each.

**Area Supervisors (TBD):** ACMS plans to deploy two (2) Area Supervisors for the City of Appleton program. They will handle all aspects of the daily supervision of the program of twenty seven (27) Crossing Guards and alternate pool. With support from the Regional Manager they will typically recruit, hire, train and provide personnel management for all the sites they oversee and will interface with school staff as needed. In addition to communicating with the City and School staff, they are responsible for ensuring each employee receives the proper number of Site Performance Evaluations and completed the Certification mandates. They will be available by telephone on all occasions for discussion with City staff and will be locally available for meetings in person upon 24-hour written or telephonic notice. Area Supervisors report directly to the Regional Manager.

**Regional Manager (Thomas King):** Thomas will serve as **Project Manager** and directly manage your Area Supervisors and provide training and support. He will also interface with the City of Appleton representative and School staff as needed. He will assist in the hiring of the Area Supervisors and Crossing Guards as well as the development and implementation of training programs and certification standards. Thomas has considerable experience as a Project Manager including programs in Wisconsin, Michigan, Indiana, Illinois and Ohio. He will ensure compliance with Company standards and City of Appleton expectations. Thomas King reports directly to National Operations Manager.

**National Operations Manager (John Dotson):** John has over 12 years in the industry providing field management and support for ACMS. He is responsible for the development and implementation of operational standards, training programs, safety instruction and compliance with all legal requirements and restrictions. Works Directly with Regional Manager to ensure all program standards are being met. John has extensive experience implementing and managing comparable and larger programs. He is responsible for initial training and orientation for all new client programs. John reports directly to Vice President of Operations.

**Vice President of Operations (Pat Pohl):** Pat has over 24 years of experience in this industry. Works with the General Manager on the development of training programs and implementation of safety standards. Coordinates the flow of information between operations and administrative staff. Reports directly to General Manager.



# SCHOOL RESOURCE OFFICER AND CROSSING GUARD PROGRAMS

“EXCELLENCE IN POLICE SERVICE” TO OUR COMMUNITY



Compassion

Integrity

Courage



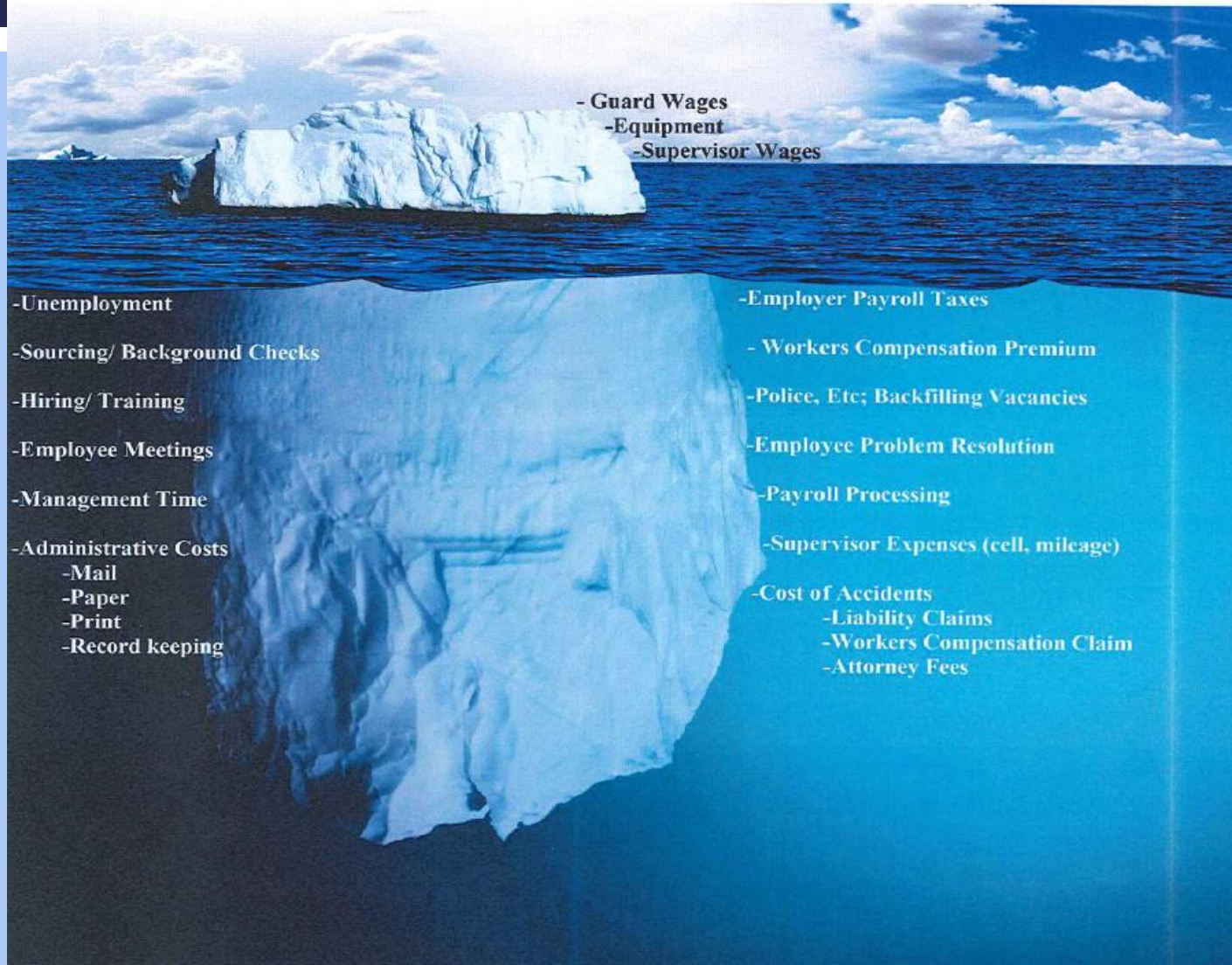
# CHALLENGES - ISSUES

***Committed to the Crossing Guard and SRO programs.***

## **Crossing Guard Program**

1. CG Program salary/benefits cost between \$175,000 - \$180,000, but the administrative costs of the program are entirely on the PD.
2. Our administrative costs are impossible to track but are easily over \$40,000 a year.
3. Staffing and managing program falls under Operations Unit, the same unit responsible for special events.
4. Special Events have been growing significantly in number and scope, and will continue to grow as the downtown develops and expands.
5. Staffing program is increasingly difficult, taxing our staff and Human Resources.
6. No contract in place regarding crossing guards; nothing committing the SD to continuing with its contribution for crossing guard program.

# Total Crossing Guard Program Costs



# CHALLENGES - ISSUES

## **SRO Program**

1. SRO program salary and fringes are over \$1.3m, contribution from AADS had been around 27% based on our old agreement.
2. 12 SRO's assigned, over 10% of our sworn staff, highest per student in the state.
3. Review and comparison to other programs across the state indicated the contribution from AASD was significantly low.
4. Staffing demands – the only specialty positions we can possibly pull from to staff patrol is the SRO program.
5. We don't receive any contribution for Lt. Frisch position, vehicles, equipment, computers, or training; 100% on PD.
6. Demands for training of SRO's continues to grow, additional demands of school safety and using SRO's as trainers also continue to grow.
7. Conclusion – program was not sustainable under this model.

# PROGRAM HISTORY

## **Demands on PD increased**

1. Do “more with less” and “just one more thing.”
2. Calls for Service increasing steadily and the complexity of calls and investigations are taking more time.
3. The mental health challenges and impact of drugs continue to grow and demand resources.
4. Staffing of crossing guard positions for sick calls/shortages pulls officers off the street.
5. Community Survey – drugs, traffic issues, reckless driving, speeding in school zones were major issues that community wants us to focus on.
6. Crossing Guard service is being provided at the cost of our highest paid officers, when our staffing is smallest (arrival) or busiest (dismissal).

**The current model was not efficient or sustainable; administration of the program is inefficient and costly. Highly paid sworn supervisors, employees, and police officers doing duties, in addition to their primary duties, which would be better done by a civilian specialist.**



# TIMELINE

## End of 2017/2018 School year current agreement expired

Early 2017 - discussions with AASD.

- We completed an analysis of other SRO agreements and comparable sized agencies and school districts.
- We approached AASD to look at the possibility of taking over administration of the CG program. They were unable to take it over, but were agreeable to pursuing contracting the service out.
- Continued discussions led to a verbal agreement on increasing the reimbursement from AASD for SROs to 40%, and a commitment from them to pay 50% cost of contracted crossing guard program.
- I spoke with WI Police Executive Group of similar sized departments. A couple had already contracted out, and some had turned over administration to their school district. Their reasons for doing it were the same issues and concerns we have.

# TIMELINE

## End of 2017/2018 School year current agreement expired

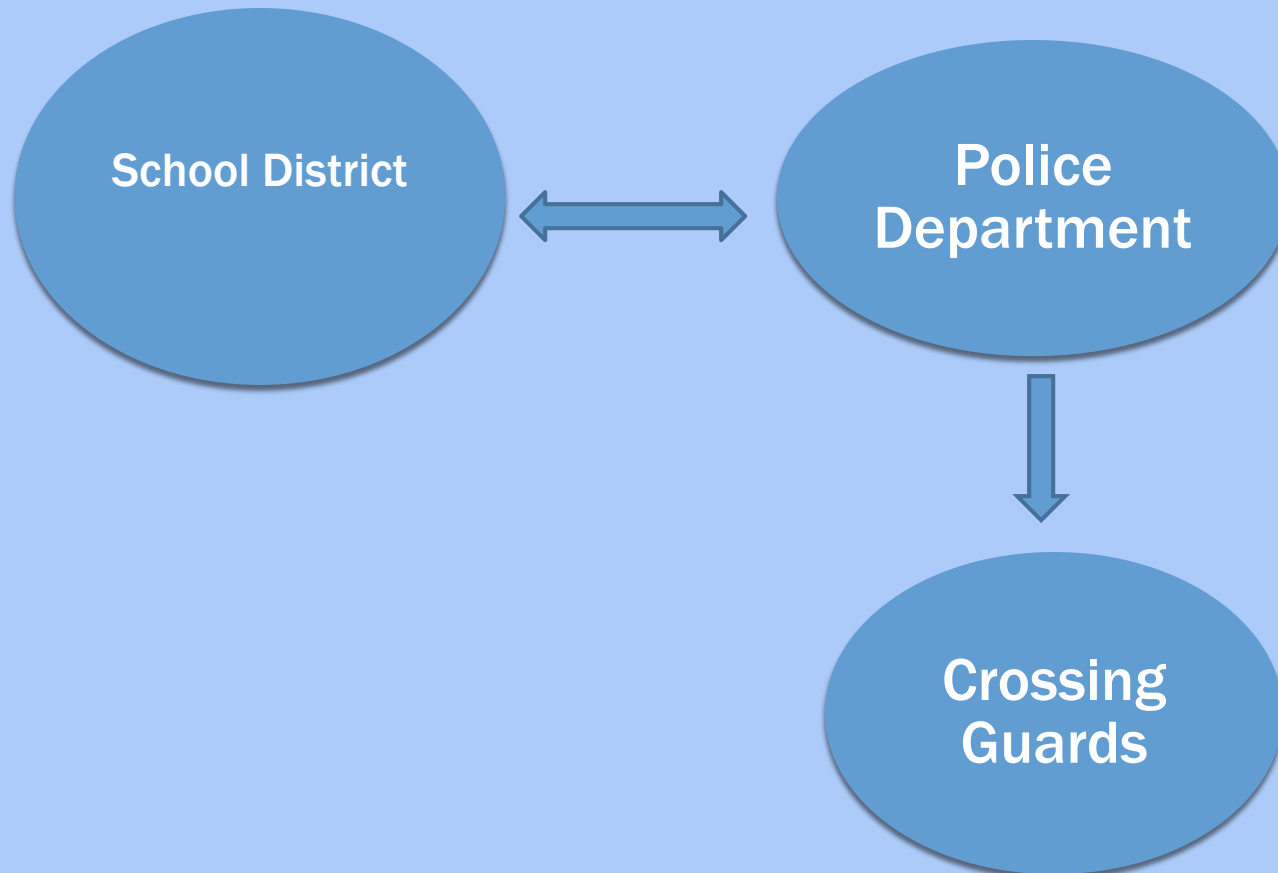
**April 20, 2018, Meeting with current Crossing Guards**

- Notified them our number one priority was to keep all crossing guards.
- Goal is that the students/parents would not notice a difference.
- We explained reasons behind it and that tht we would will still be actively involved and have a department liaison for the provider.
- Very few questions or concerns brought forward.

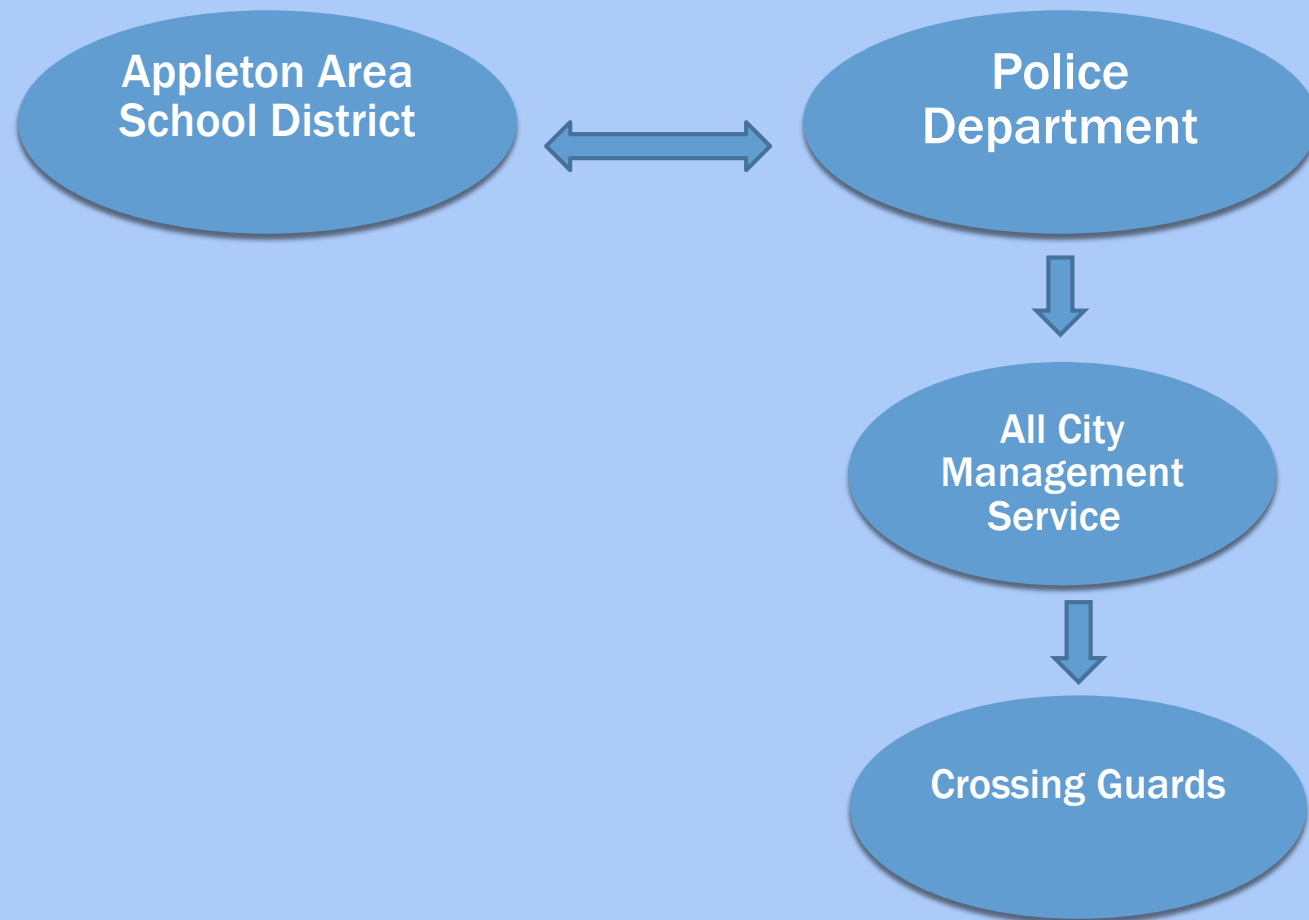
**Early 2018 - Work group (PD/HR/Law/Finance) develop an RFP.**

- Proposal returned from nations leading provider reviewed.
- Work group and Police recommend approval of a three year agreement, with option for two year extension with approval of both parties.
- Terms include a termination option – we can terminate the contract with written 30 day notice if provider not fulfilling obligations.

# CROSSING GUARD PROGRAM - CURRENT



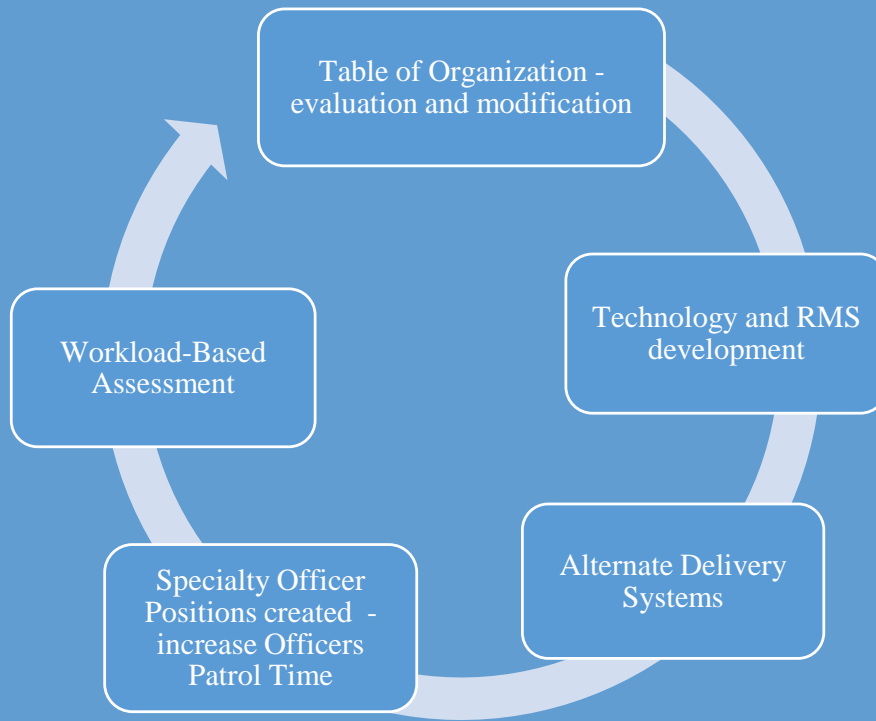
# CROSSING GUARD PROGRAM – PROPOSED CONTRACTED ADMINISTRATOR



*The responsible staffing of a public safety agency is an ongoing process of evaluating service and needs, adjusting to changing needs and requirements, developing alternatives to respond to those needs and only when necessary adding staffing to those areas to address the needs.*

### **STAFFING PLANNING**

**A continuous cycle of evaluating and responding**



**Compassion**

**Integrity**

**Courage**





### Financial impact - SRO

- \$157,000 increased revenue from AASD

### Financial impact – contracting Crossing Guards

- Costs increase approximately \$70,000
- Split 50/50 with the AASD.
- PD - additional expense of approximately \$35,000 per year.

### Benefits

- ✓ Cost savings and reduced liability.
- ✓ Indemnification clauses added for SRO program.
- ✓ Specialists managing the CG program - potential improvements.
- ✓ Recruitment, backgrounds, hiring, and training time eliminated.
- ✓ Administration and supervision time and costs eliminated.
- ✓ If we have to fill open positions they will be billed to ACMS at actual police officer wage.
- ✓ Supervisor, Officers and CSO's freed up to do their primary duties.
- ✓ Opportunity to review Operations TO – potential of additional cost savings by restructuring the duties (additional \$20K).

Compassion

Integrity

Courage





## REPORT TO CITY PLAN COMMISSION

**Plan Commission Informal Public Hearing Date:** June 12, 2018

**Common Council Meeting Date:** June 20, 2018

**Item:** Street Renaming – North Wilmer Avenue to North Wilmer Street

**Case Manager:** David Kress

### GENERAL INFORMATION

**Location:** Generally located south of East Pauline Street and north of East Randall Avenue

**Proposed Street Name Change:** The proposed change is for the suffix only, from North Wilmer Avenue to North Wilmer Street.

### BACKGROUND

In 1998, Common Council approved street renaming procedures and standards, which are being utilized for this proposed street name change. In this case, Plan Commission initiated the street renaming at their May 8, 2018 meeting and directed staff to schedule an informal public hearing on the proposed street name change. The necessary notices were prepared and sent, and this meeting includes the informal public hearing that is required for a street renaming. Plan Commission makes a recommendation to the Common Council who will make the final decision on the street renaming.

As described in an attached memo from Ross Buetow, City Engineer, the current street name – North Wilmer Avenue – is shown on the Replat of Part of Ullman's Addition, which was recorded in 1947. However, the United States Postal Service has been using North Wilmer Street, and as a result, some residents and online mapping tools (e.g. Google Maps) have done the same. Therefore, the proposed change is for the suffix only and is intended to establish a consistent street name. If approved, an Affidavit of Correction will be the instrument used to record the street name change.

### STAFF ANALYSIS

**Affected Properties:** Notices announcing the informal public hearing were sent to the property owners whose street addresses are subject to change and other nearby property owners, pursuant to the 1998 procedures. According to City data, the following nine properties would be subject to an address change:

Property Owner	Existing Address	Proposed Address
Henry Stichart	1623 North Wilmer Avenue	1623 North Wilmer Street
Chad Hohn and Julie Younker	1631 North Wilmer Avenue	1631 North Wilmer Street
Robin Voigt	1702 North Wilmer Avenue	1702 North Wilmer Street
Annette Vandenheuvel	1703 North Wilmer Avenue	1703 North Wilmer Street
Peter and Jade Hoffmann	1708 North Wilmer Avenue	1708 North Wilmer Street
James and Kathy Van Boxtel	1709 North Wilmer Avenue	1709 North Wilmer Street
Warmbrunn Revocable Trust	1714 North Wilmer Avenue	1714 North Wilmer Street
Susan Gabrielson	1715 North Wilmer Avenue	1715 North Wilmer Street
Luke Chandonais	1721 North Wilmer Avenue	1721 North Wilmer Street

## **Street Renaming – North Wilmer Avenue to North Wilmer Street**

**June 12, 2018**

**Page 2**

**Street Renaming Criteria:** According to the 1998 street renaming standards, if over 50% of the property owners with an affected address object to the street name change, the proposed street renaming shall be automatically denied. Per Section 23-22 of the Municipal Code, owner means a person, individual firm, association, syndicate or partnership that appears on the recorded deed of the lot. At the time of preparing this staff report, no objections have been received from property owners with an affected address.

Also, the proposed street name change appears compatible with the City's street name standards for new streets and Section 17-25(e) of the Municipal Code.

**Street Classification:** The City's Arterial/Collector Plan Map identifies this portion of right-of-way as a local street.

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

North: R-1B Single-Family District. The adjacent land uses to the north are currently single-family residential.

South: R-2 Two-Family District and R-1B Single-Family District. Railroad right-of-way is located south of the subject area.

East: R-1B Single-Family District. The adjacent land uses to the east are currently single-family residential.

West: R-1B Single-Family District. The adjacent land uses to the west are currently single-family residential.

**Comprehensive Plan 2010-2030:** The City of Appleton *Comprehensive Plan 2010-2030* identifies this area for future one and two-family residential uses. The proposed street renaming is consistent with the following objective from the *Comprehensive Plan 2010-2030*.

*OBJECTIVE 11.2 Intergovernmental Cooperation:*

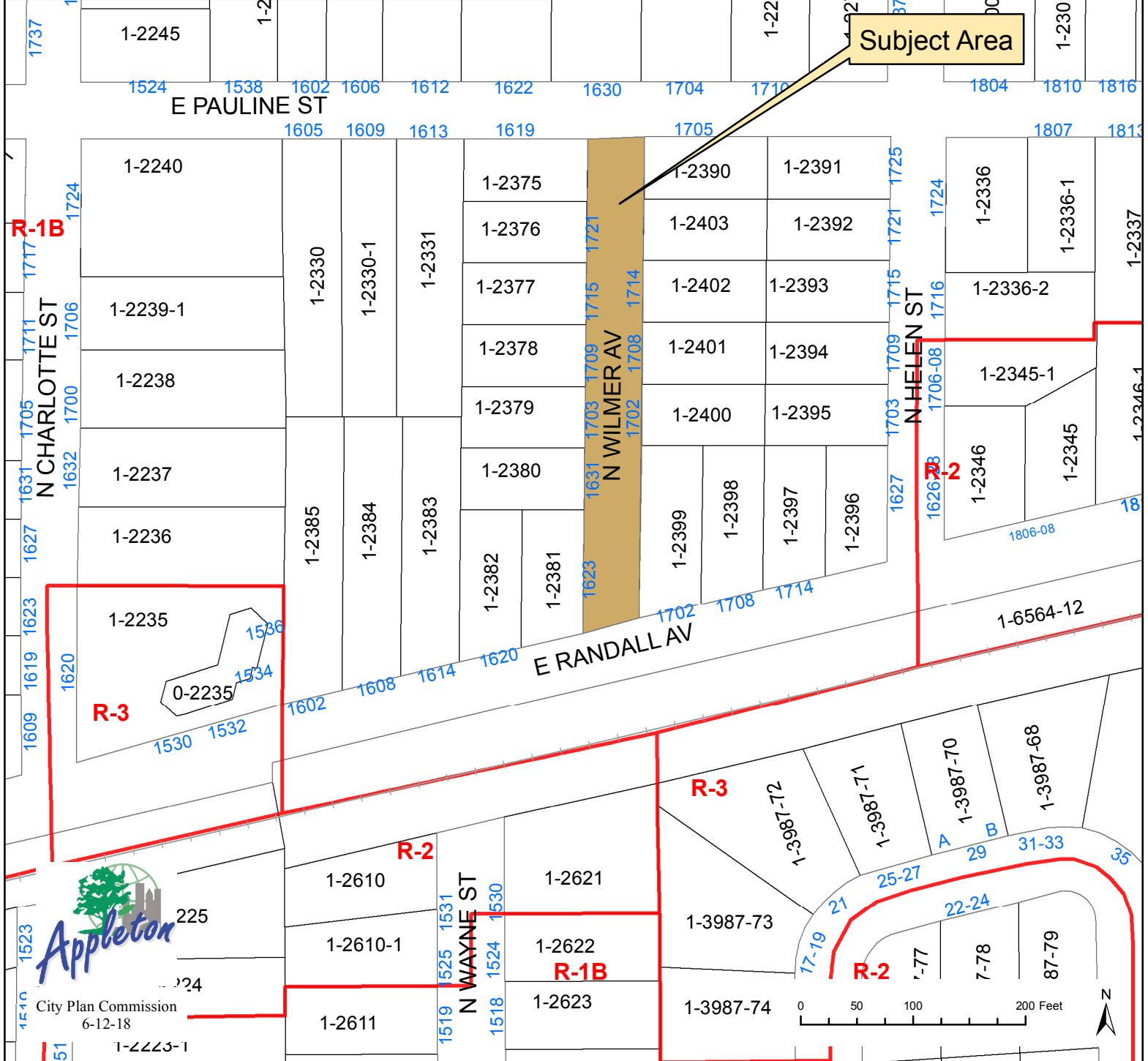
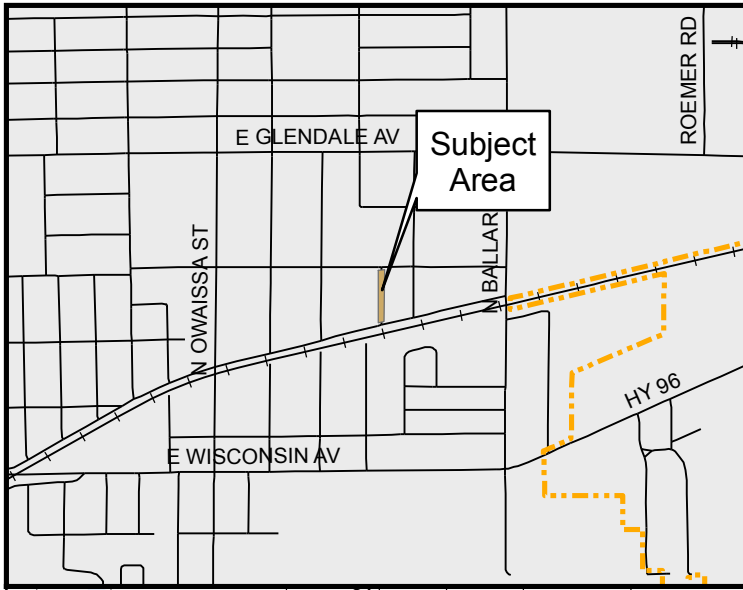
*Work with the State of Wisconsin, federal agencies, and other agencies and organizations on issues of concern to the City of Appleton.*

**Technical Review Group (TRG) Report:** This item was discussed at the May 22, 2018 Technical Review Group meeting. No negative comments were received from participating departments.

## **RECOMMENDATION**

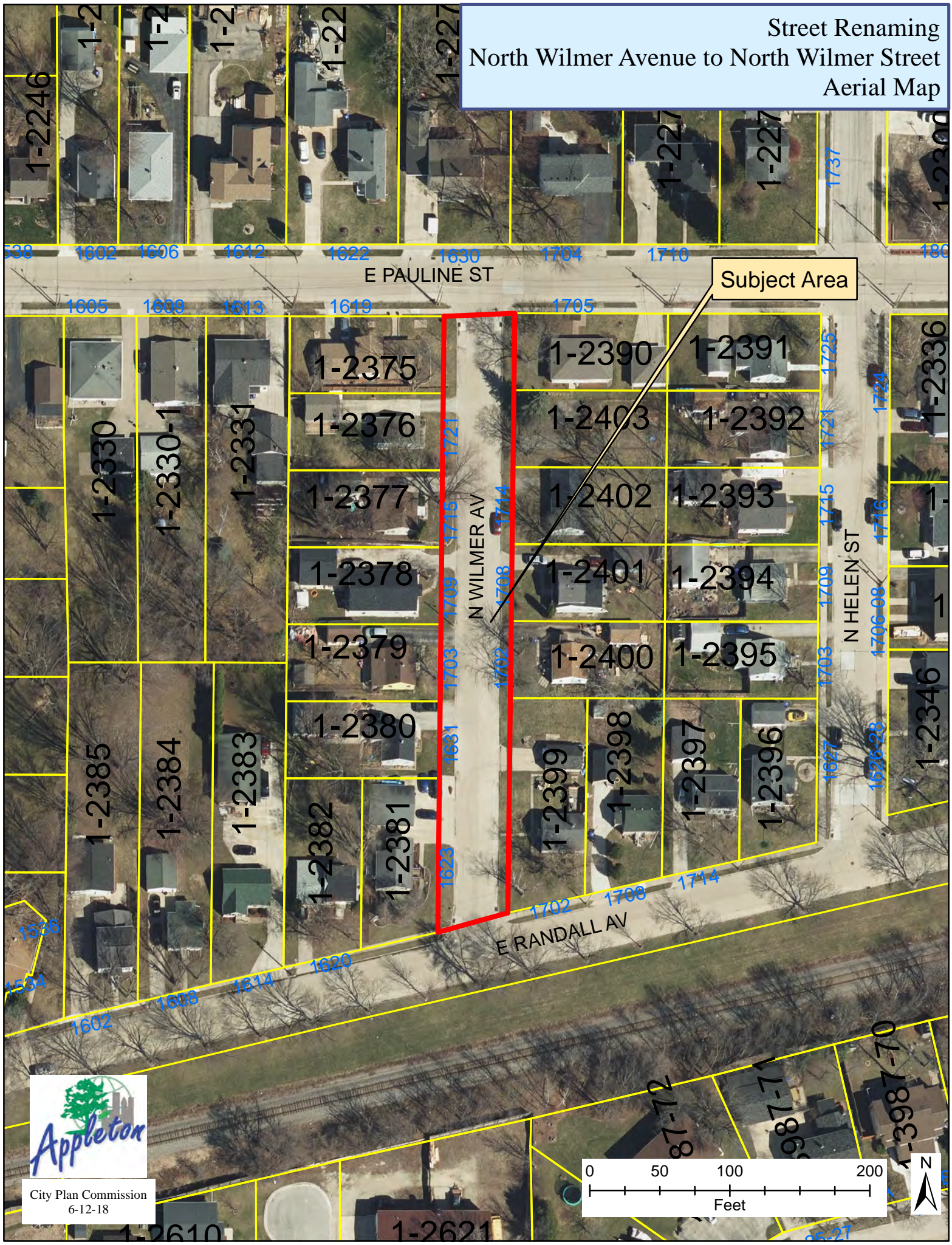
Pending public comments, staff recommends the street renaming, from North Wilmer Avenue to North Wilmer Street, **BE APPROVED**.

# Street Renaming North Wilmer Avenue to North Wilmer Street Zoning Map





Street Renaming  
North Wilmer Avenue to North Wilmer Street  
Aerial Map



City Plan Commission  
6-12-18







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

## MEMO

---

**TO:** Members of the City of Appleton Plan Commission

**FROM:** Ross Buetow, Deputy Director of Public Works / City Engineer

**DATE:** April 23, 2018

**SUBJECT:** **Proposed street name modification (Affidavit of Correction)**

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As part of ongoing property records updates by City GIS staff, an issue has been identified related to an officially platted street name that is inconsistent with the name being used by the nine residents of the street and also the U.S. Postal Service. According to the Ullman's Addition Replat, the official name of the street in question is **Wilmer Avenue**, however, the residents and post office have been using **Wilmer Street** since the time this replat was recorded.

After discussing the issue with several City departments, we feel the simplest solution is to prepare an Affidavit of Correction to officially change the street name to **Wilmer Street**. By doing so, the property owners, post office, City of Appleton and emergency responders will all be using a consistent street name moving forward. This solution will also avoid the inconvenience for property owners to officially change their addresses on all of their personal documents and records.

Thank you for your consideration of this request.

(Attachments)

Document Number

**AFFIDAVIT OF CORRECTION**

Pursuant to s.236.295(1) (a), Wis. Stats., I, Thomas M. Kromm, Wisconsin Professional Land Surveyor, S-2062, hereby certify that the REPLAT OF PART OF ULLMAN'S ADDITION, recorded in Volume 13 of Plats on Pages 14 as Document number 403249, Outagamie County Registry, located in the City of Appleton, Outagamie County, Wisconsin, shows a street name of "N. Wilmer Avenue" between Block 1 and Block 2 of said Plat.

The name of the street shown in the above described Plat shall be changed to "N. WILMER STREET".

A copy of the original document, in part, is attached to this Affidavit and incorporated herein by reference.

Dated this 1<sup>st</sup> day of February

Signed: Thomas M Kromm  
Thomas M. Kromm, City Surveyor

Record and return to:

City of Appleton  
City Attorney's Office  
100 North Appleton Street  
Appleton, WI 54911-4799

State of Wisconsin )

Outagamie County )

Personally came before me this 1<sup>st</sup> day of Feb., 2018

Wendy L. Kromm  
Notary Public, State of Wisconsin  
My commission is/expires: 3/13/20

**CITY OF APPLETON APPROVAL:**

Approved by the City of Appleton on this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

APPROVED AS TO FORM:

James P. Walsh, City Attorney

H:\Word docs\Affidavits\2018\Wilmer\_Street\_0201\_2018.doc

T-50

# REPLAT 13

PART OF ULLMAN ADDITION, TOWN OF  
GRAND CHUTE, OUTAGAMIE COUNTY,  
WISCONSIN.

DESCRIPTION: LOTS 201, 202, 203, 204, 205, 217,  
218, 219, 220 AND 221 ULLMAN ADDITION, TOWN  
OF GRAND CHUTE, OUTAGAMIE COUNTY, WISCONSIN.

SURVEYORS:  
CERTIFICATE: I, ROBERT M. CONNELLY, A SURVEYOR OF  
OUTAGAMIE COUNTY, DO HEREBY CERTIFY THAT I HAVE  
SURVEYED THE LAND AS SHOWN HEREON, BY DIRECTION OF THE  
OWNERS AND THAT I HAVE FULLY COMPLIED WITH THE LATEST  
STATUTES ON PLATING OF THE STATE OF WISCONSIN.

SIGNED: *Robert M. Connelly*  
ROBERT M. CONNELLY  
SURVEYOR

STATE OF WISCONSIN) ss.  
JULIA E. ULLMAN (COUNTY)  
PERSONALLY APPEARED BEFORE ME THIS 30th DAY OF JUNE 1947, THE  
ABOVE NAMED ROBERT M. CONNELLY, TO ME KNOWN TO BE THE PERSON  
THAT EXECUTED THE FOREGOING AND ACKNOWLEDGED THE SAME.

SIGNED: *Julia E. Ullman* Notary Public  
MY COMMISSION EXPIRES: *July 1st 1948*

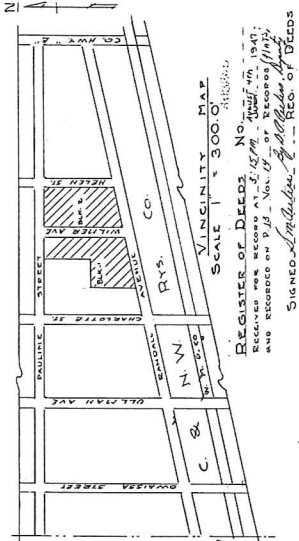
OWNERS  
CERTIFICATE  
I, THE UNDERSIGNED, OWNER OF THE PROPERTY, AS HEREON  
DESCRIBED, HEREBY CERTIFY THAT WE HAVE CAUSED THE  
LAND TO BE PLATED AS SHOWN.

STATE OF WISCONSIN) ss.  
OUTAGAMIE COUNTY)  
SIGNED: *Charles J. Menn*  
PERSONALLY APPEARED BEFORE ME THIS 1st DAY OF JULY 1947  
THE ABOVE NAMED PARTY TO ME KNOWN TO BE THE PERSON  
THAT EXECUTED THE FOREGOING AND ACKNOWLEDGED THE SAME.

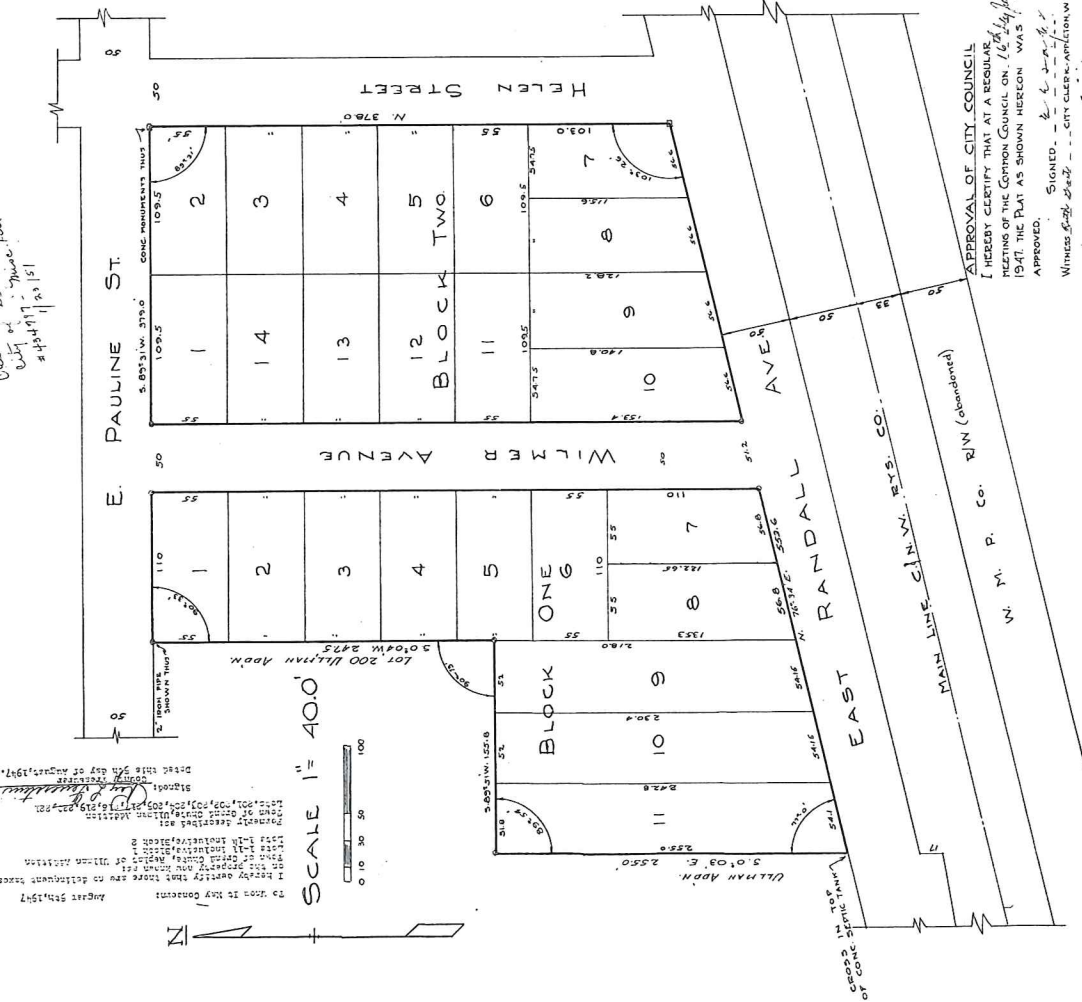
SIGNED: *Charles J. Menn* Notary Public  
MY COMMISSION EXPIRES: *July 1st 1948*

APPROVAL OF  
TOWN BOARD  
I HEREBY CERTIFY THAT AT A REGULAR MEETING ON *July 17*  
1947, THE TOWN BOARD OF THE TOWN OF GRAND CHUTE DO  
APPROVE THE PLAT AS SHOWN HEREON.

WITNESS: *Edith Green* Signed: *Mayor*  
CITY CLERK



*Ullman's Building 10 20 and 30  
City of Ullman  
#441917 - Thomas file  
#441917/12/151*



APPROVAL OF CITY COUNCIL  
I HEREBY CERTIFY THAT AT A REGULAR  
MEETING OF THE CITY COUNCIL ON *July 17, 1947*  
1947, THE PLAT AS SHOWN HEREON WAS  
APPROVED.  
WITNESS: *Edith Green* Signed: *Mayor*  
CITY CLERK



## REPORT TO CITY PLAN COMMISSION

**Plan Commission Public Hearing Meeting Date:** June 12, 2018

**Common Council Meeting Date:** June 20, 2018

**Item:** Special Use Permit #3-18 for a community living arrangement (CLA) serving 87 persons and an exception to the Aldermanic District 13 CLA capacity limitation per Section 23-52(b)(2)(a) of the Zoning Ordinance, which states "The total capacity of all CLAs within any aldermanic district may not exceed one percent (1%) of the total population of that aldermanic district."

**Case Manager:** David Kress

### GENERAL INFORMATION

**Owner/Applicant:** Century Oaks on Ballard, LLC c/o Paul Moran

**Address/Parcel #:** 2302 East Glenhurst Lane (Tax Id #31-1-6501-00)

**Petitioner's Request:** The applicant is requesting a Special Use Permit for a community living arrangement (CLA) serving 87 persons and an exception to the one percent (1%) total capacity limit of all CLAs in Aldermanic District 13, as required per Section 23-52 of the Zoning Ordinance.

### BACKGROUND

*Comprehensive Plan 2010-2030* Future Land Use Map Amendment #1-15 and Rezoning #4-15 were approved by Common Council on November 18, 2015. These items changed the Future Land Use Map designation from Commercial to Multi-Family Residential and the zoning classification from C-O Commercial Office District to R-3 Multi-Family District for the subject site.

Special Use Permit #16-15 for a CLA serving 80 persons, with an exception to the Aldermanic District 13 CLA capacity limitation, was approved by Common Council on December 16, 2015. If approved, this request would replace the applicant's previous request, resulting in an overall increase of seven persons.

Site Plan #38-15 for the existing building and parking lot was approved on December 18, 2015. Century Oaks has operated the existing CLA on the subject site since construction was completed in 2016.

### STAFF ANALYSIS

**Project Summary:** The applicant proposes to expand the existing community-based residential facility, considered a CLA under the Zoning Ordinance, on the subject site. The proposed building addition would be approximately 16,957 square feet, bringing the total building area to approximately 58,203 square feet. As shown on the development plan, the proposed building addition would include additional units, common space, and an office. Its exterior would be similar in appearance to the existing building. Seven additional parking spaces are proposed, with vehicular access from existing curb cuts on East Glenhurst Lane.

**Operational Information:** Century Oaks is licensed by the State of Wisconsin as a Class “C” community-based residential facility. A plan of operation is attached to the Staff Report.

**Existing Site Conditions:** The existing building is approximately 41,246 square feet in size. The 6.67-acre site also includes an off-street parking lot east of the building. The property has frontage along East Glenhurst Lane, which is classified as a local street on the City’s Arterial/Collector Plan.

**Changes to Special Uses:** The applicant’s previous request, Special Use Permit #16-15, was for a CLA serving 80 persons. The applicant’s current request, Special Use Permit #3-18, is for a CLA serving 87 persons. While the proposed increase is less than 10%, typically deemed a “minor change,” a new Special Use Permit is needed for an exception to the aldermanic district capacity limitation. If approved, Special Use Permit #3-18 will replace Special Use Permit #16-15.

**Zoning Ordinance Requirements:** CLAs require a Special Use Permit in the R-3 Multi-Family District provided one of the following is met:

- The facility capacity is 16 or more persons (per Section 23-96(e) of the Municipal Code).
- The total capacity of all CLAs in an aldermanic district has and will by the inclusion of a new CLA exceed 1% of such district population (per Section 23-52(b)(2)(a) of the Municipal Code).
- The total capacity of all CLAs in the City has and will by the inclusion of a new CLA exceed 1% of the total City population (per Section 23-52(b)(2)(b) of the Municipal Code).

Based on the applicant’s proposal, two of these conditions are met. Listed below are details explaining how the subject CLA relates to these Zoning Ordinance requirements and Aldermanic District 13.

- The proposed licensed capacity of the subject CLA is 87 persons.
- The population of the aldermanic district is 4,796 people (2010 census).
- Maximum licensed CLA capacity (1% of the aldermanic district population) is 47 persons.
- Current approved capacity of all CLAs in the aldermanic district is 266 persons (including the applicant’s previous request).
- The subject CLA will elevate the approved CLA capacity of the aldermanic district to 273 persons.
- The proposed capacity of the subject CLA will exceed the allowed 1% district capacity.
- An exception to the capacity limit of all CLAs in the aldermanic district may be granted at the discretion of the City by a Special Use Permit.

It is important to note the population of the City is approximately 72,623 people (2010 census). One percent of the total City population is 726. The approved capacity of all CLAs in the City is 540, and the subject CLA will elevate the approved CLA capacity of the City to 547. The proposed capacity of the subject CLA will not exceed the 1% City capacity.

The capacity limits were set by the Wisconsin legislature in 1978 and are intended to preserve the established character of a neighborhood and community.

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



**Special Use Permit #3-18**  
**June 12, 2018**  
**Page 3**

North: PD/R-3 Planned Development Multi-Family District and C-2 General Commercial District. The adjacent land uses to the north are currently a mix of multi-family residential and commercial uses, including an office building.

South: R-1B Single-Family District. The adjacent land uses to the south are currently single-family residential.

East: C-O Commercial Office District. The adjacent land to the east is currently vacant.

West: C-O Commercial Office District and R-3 Multi-Family District. The adjacent land uses to the west are currently a City stormwater pond and multi-family residential, including a community living arrangement.

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

*Goal 1 – Community Growth*

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

*Goal 3 – Housing Quality, Variety, and Affordability*

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

**OBJECTIVE 5.3 Housing and Neighborhoods:**

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

**OBJECTIVE 10.1 Land Use**

*Provide an adequate supply of suitable land meeting the demand for development of various land uses.*

**Finding of Fact:** This request was reviewed in accordance with the standards for granting a Special Use Permit under Sections 23-66(e)(1-6) of the Zoning Ordinance, which were found in the affirmative, as long as all stipulations are satisfied.

**Technical Review Group (TRG) Report:** This item was discussed at the May 22, 2018 Technical Review Group meeting. No negative comments were received from participating departments.

**RECOMMENDATION**

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Staff recommends, based on the above, that Special Use Permit #3-18 for a community living arrangement (CLA) serving 87 persons at 2302 East Glenhurst Lane (Tax Id #31-1-6501-00), as shown on

**Special Use Permit #3-18**

**June 12, 2018**

**Page 4**

the attached maps and per attached plan of operation, along with the attached resolution, **BE APPROVED** to run with the land, with an exception to the Aldermanic District 13 CLA capacity limitation per Section 23-52(b)(2)(a) of the Zoning Ordinance, subject to the following conditions:

1. All applicable codes, ordinances, and regulations, including but not limited to Fire and Building Codes, shall be complied with.
2. Any deviations from the approved development plan may require a major or minor amendment request to this Special Use Permit, pursuant to Section 23-66(g) of the Municipal Code.
3. Compliance with the plan of operation is required at all times. Changes to the plan of operation shall be submitted to the Community and Economic Development Department for review and approval.
4. Site Plan review and approval is required, pursuant to Section 23-570 of the Municipal Code, prior to the issuance of a building permit by the Inspections Division.
5. Prior to the issuance of a Certificate of Occupancy, the operator of the CLA shall provide the Inspections Supervisor with a copy of a valid license from the Wisconsin Department of Health Services.
6. Special Use Permit #3-18 will replace Special Use Permit #16-15.

## **RESOLUTION**

### **CITY OF APPLETON RESOLUTION APPROVING SPECIAL USE PERMIT #3-18**

**WHEREAS**, Century Oaks on Ballard, LLC has applied for a Special Use Permit for a community living arrangement (CLA) serving 87 persons and an exception to the Aldermanic District 13 CLA capacity limitation located at 2302 East Glenhurst Lane, also identified as Parcel Number 31-1-6501-00; and

**WHEREAS**, the location for the proposed community living arrangement is located in the R-3 Multi-Family District and the proposed use is permitted by special use within this zoning district; and

**WHEREAS**, the City of Appleton Plan Commission held a public hearing on June 12, 2018, on Special Use Permit #3-18 at which all those wishing to be heard were allowed to speak or present written comments, and other materials presented at the public hearing; and

**WHEREAS**, the City of Appleton Plan Commission has considered the application, the staff reports, oral and written, the Comprehensive Plan and zoning on the subject property, the testimony, written comments, and other materials presented at the public hearing; and

**WHEREAS**, the City of Appleton Plan Commission reviewed the standards for granting a Special Use Permit under Sections 23-66(e)(1-6) and 23-52(b)(2)(a) of the Municipal Code, and forwarded Special Use Permit #3-18 to the City of Appleton Common Council with a \_\_\_\_\_ favorable \_\_\_\_\_ or \_\_\_\_\_ not favorable \_\_\_\_\_ (CIRCLE ONE) recommendation; and

**WHEREAS**, the City of Appleton Common Council has reviewed the report and recommendation of the City of Appleton Plan Commission at their meeting on \_\_\_\_\_, 2018 and found it to be acceptable.

**NOW, THEREFORE, BE IT RESOLVED**, that the City of Appleton Common Council approves Special Use Permit #3-18 for a community living arrangement (CLA) serving 87 persons and an exception to the Aldermanic District 13 CLA capacity limitation located at 2302 East Glenhurst Lane, also identified as Parcel Number 31-1-6501-00 and orders as follows:

#### **CONDITIONS OF SPECIAL USE PERMIT #3-18**

1. All applicable codes, ordinances, and regulations, including but not limited to Fire and Building Codes, shall be complied with.
2. Any deviations from the approved development plan may require a major or minor amendment request to this Special Use Permit, pursuant to Section 23-66(g) of the Municipal Code.
3. Compliance with the plan of operation is required at all times. Changes to the plan of operation shall be submitted to the Community and Economic Development Department for review and approval.

4. Site Plan review and approval is required, pursuant to Section 23-570 of the Municipal Code, prior to the issuance of a building permit by the Inspections Division.
5. Prior to the issuance of a Certificate of Occupancy, the operator of the CLA shall provide the Inspections Supervisor with a copy of a valid license from the Wisconsin Department of Health Services.
6. Special Use Permit #3-18 will replace Special Use Permit #16-15.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

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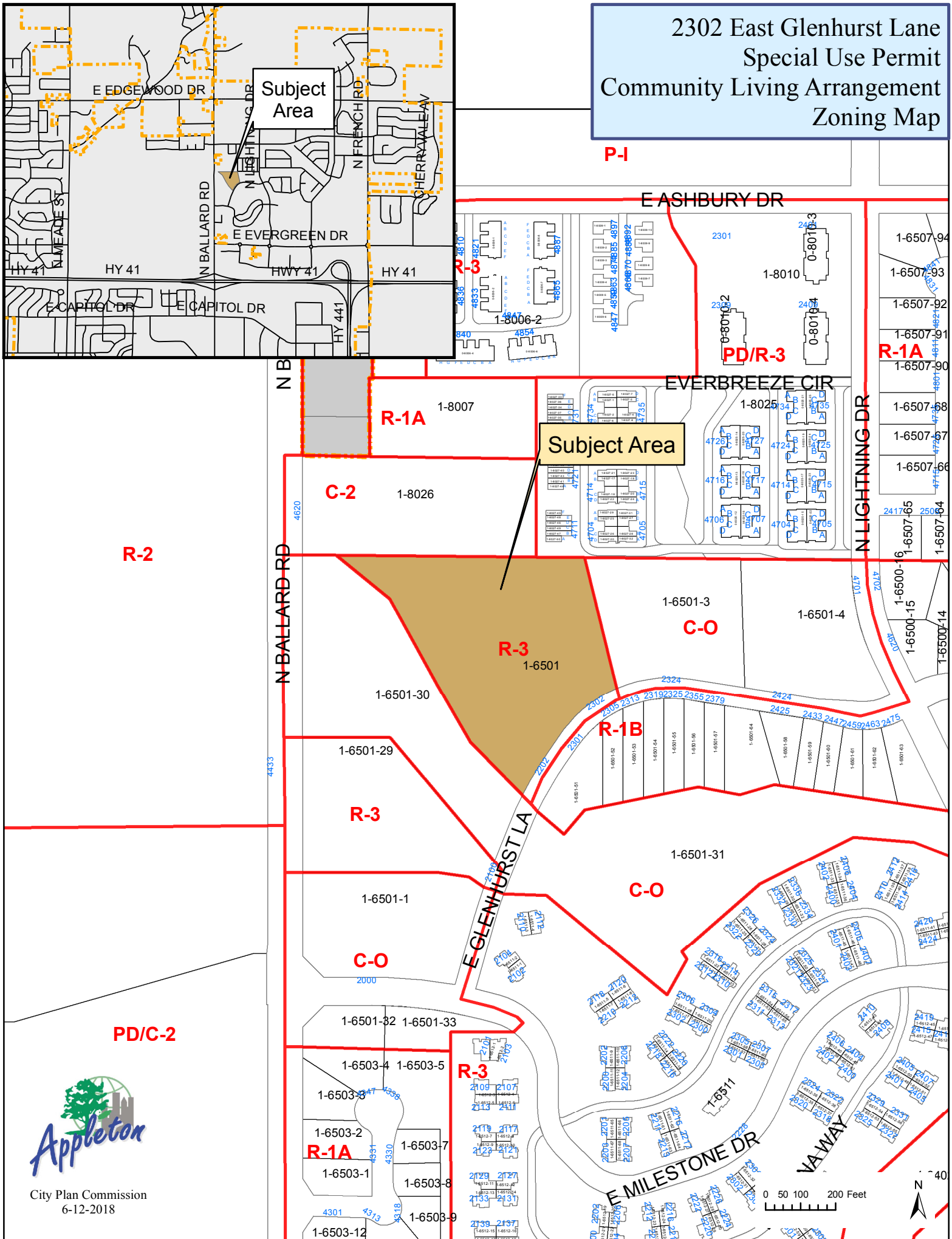
Timothy M. Hanna, Mayor

ATTEST:

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Kami Lynch, City Clerk

2302 East Glenhurst Lane  
Special Use Permit  
Community Living Arrangement  
Zoning Map





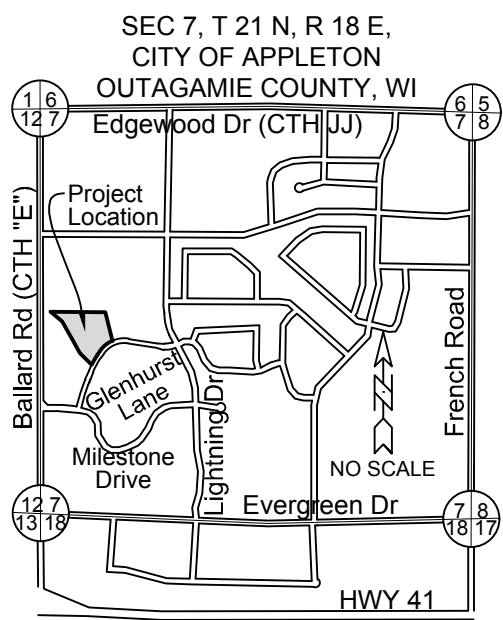
2302 East Glenhurst Lane  
Special Use Permit  
Community Living Arrangement  
Aerial Map



City Plan Commission  
6-12-2018



LOCATION MAP



Work within the TransCanada right-of-way will be performed in accordance with TransCanada procedures to protect the safety of TransCanada facilities. The following guidelines, although not inclusive, are provided in order to accommodate your request and protect our pipelines and facilities:

1. No ground disturbance shall be made within TransCanada' right of way or within 25 ft., measured at right angles, of our pipeline(s) except in the presence of our company representative.

2. Notice of at least seventy-two (72) hours in advance of construction must be provided. The Owner must contact the following TransCanada field representatives:

Name: Matt Hischke: 715-460-4042

TransCanada will arrange for a representative to be on site when work is occurring on or near the Right of Way area, or within 25' of the pipelines. After hours call 1-800-447-8066.

3. The Owner and all contractors must hydro-vac or hand expose TransCanada' buried pipeline(s) prior to use of mechanical equipment within 15ft. of the pipeline(s).

4. No sidecutters may be used.

5. No part of powered equipment shall come within three ft of TransCanada' pipelines, or according to applicable State or Federal requirements.

6. No bucket, any attachment or load may be swung over TransCanada' pipeline(s) where there is less than 24" of cover.

7. In the event of equipment crossings outside of existing road right of way or wherever our technician determines that inadequate cover exists, the contractor shall install and maintain temporary crossings of TransCanada' pipeline(s) at location(s) specified by TransCanada and that are/is perpendicular to TransCanada' pipeline(s). A minimum of four (4) feet of total cover over TransCanada' pipeline(s) is required. If fill is required to obtain the minimum cover, a suitable material (preferably a bank run gravel material, or a combination of wooden mats and bank run gravel, or a TransCanada approved "Portable Land Bridge") will be placed on the existing surface of the ground over the pipeline(s) from a point fifteen (15) feet ahead of the pipeline crossing to a point fifteen (15) feet beyond the pipeline crossing. The crossing area should be a minimum of twenty (20) feet wide so as to adequately bear the crossing weights of the heavy equipment. All vehicular traffic will cross TransCanada' pipeline(s) at these designated locations only.

8. The applicable state one-call system must be contacted at 811 in accordance with its advance notification requirements prior to any ground disturbance.

9. Should it be necessary for a TransCanada employee/representative to enter the excavation to inspect its pipeline(s), the excavation at the crossing shall be sloped in accordance with the requirements of the Occupational Safety and Health Administration.

Project Information

Building

Occupancy Classification: Institutional - 12 - 1 Story  
Construction Classification: Type VA (5A), Wood Frame Protected, Fully Sprinklered  
Number of future employees: 20+  
Gross Floor Area: 58,203 sq. ft. (single story)  
No basement or below grade space

Use:

Class C community based residential facility (CBRF) with 45 Units (Main structure) and 23 units (Addition) and licensed for 87 persons.

Site Information

Proposed Assisted Living Facility  
2302 E Glenhurst Lane  
Parcel # 311650100  
Zoning: R-3 Multi-family

Total Development Impervious Area = 40.9% (118,756 SF)  
Proposed Disturbed Area = 232,000± SF

Building coverage 58,203 SF  
Parking and Drives 60,553 SF  
Lawn and Landscaping 171,585 SF  
Total Site Area 290,341 SF (6.6653 Acres)

Contractor shall comply with all conditions of the WDNR general permit for wetland disturbance.

Parking

Requirements:  
1 space for every 3 residents = 29 stalls required

Stalls Provided:  
50 proposed stalls + 3 Handicap stalls

Parking lot striping shall be 4" painted yellow or white.

No Hazardous materials will be stored on the site. No outdoor storage is proposed

Snow storage shall be located beyond curb in lawn areas per plan.

Owner

Century Oaks On Ballard, LLC  
PO Box 421  
Neenah, WI 54956  
Phone: (920) 725-6304  
Fax: (920) 725-6304

Architect:

GH GRUNWALDT & HALVERSON  
Architects Engineers  
3113 MacArthur Way Plover, WI 54467  
715 344-8647 www.grunwaldthalverson.com

LEGEND

—CATV— CATV	○ Sanitary MH / Tank / Base	□ CATV Pedestal
—San— San	○ Clean Out / Curb Stop / Pull Box	□ Gas Regulator
—Sto— Sto	○ Storm Manhole	□ Sign
—E— E	○ Inlet	○ Post / Guard Post
—G— G	○ Catch Basin / Yard Drain	○ Deciduous Tree
—T— T	○ Hydrant	○ Coniferous Tree
—W— W	○ Utility Valve	○ Bush / Hedge
—VL— VL	○ Utility Meter	○ Soil Boring
—WL— WL	○ Light Pole / Signal	○ Benchmark
—Culvert— Culvert	○ Electric Pedestal	
—Index Contour— Index Contour	○ Telephone Pedestal	
—Intermediate Contour— Intermediate Contour	○ Ex Spot Elevation	
—Proposed Building— Proposed Building		
—Proposed Asphalt— Proposed Asphalt		
—Proposed Concrete— Proposed Concrete		

REVISION  
2018-05-14

# Century Oaks Phase II

City of Appleton, Outagamie County, WI  
For: Century Oaks, LLC

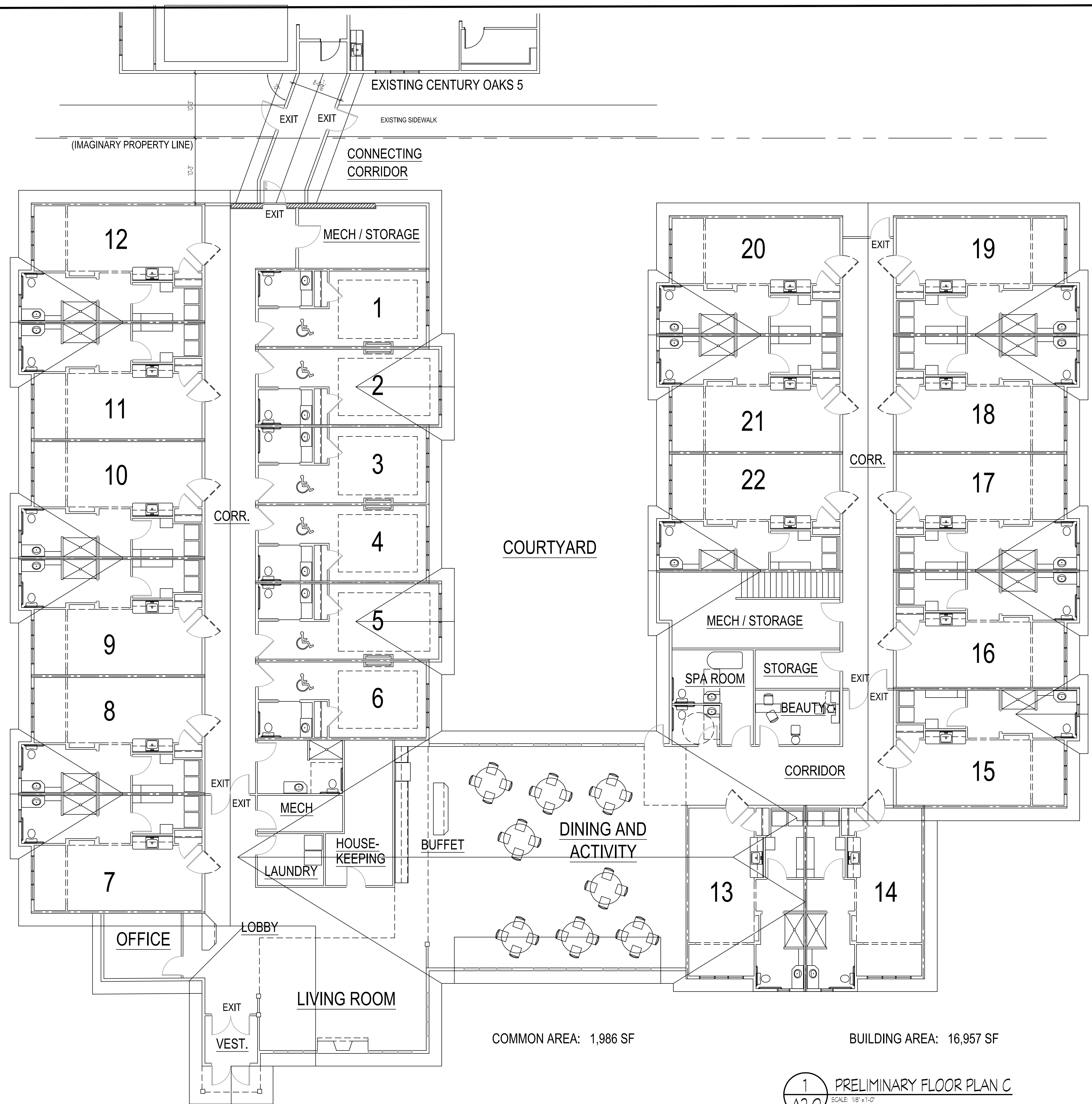


**SITE PLAN**  
**DAVEL ENGINEERING & ENVIRONMENTAL, INC.**  
CIVIL ENGINEERING CONSULTANTS  
1811 Racine Street Menasha, WI 54952  
Ph: 920-991-1866 Fax: 920-830-9595  
www.davel.pro

Project Number: 4186.2  
12-07-2015

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C1.0

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COMMON AREA: 1,986 SF

BUILDING AREA: 16,957 SF

1  
A2.0  
PRELIMINARY FLOOR PLAN C  
SCALE: 1/8" = 1'-0"

REVISIONS	BY
△ -	-
PRELIMINARY FLOOR PLAN C	
PROPOSED 22-BED CBRF ADDITION TO CENTURY OAKS HOMES APPLETON, WISCONSIN	
CENTURY OAKS HOMES P.O. BOX 421 NEENAH, WISCONSIN 54957	
<b>GH</b> GRUNWALDT & HALVERSON Architects   Engineers 3113 MacArthur Way Plover, WI 54467 715 344-8647 www.grunwaldthalverson.com	
DRAWN: PJD	
CHECKED: TWG	
DATE: 05/09/2018	
SCALE: AS NOTED	
JOB NO.: 18020	
SHEET A2.0 OF - SHEETS	

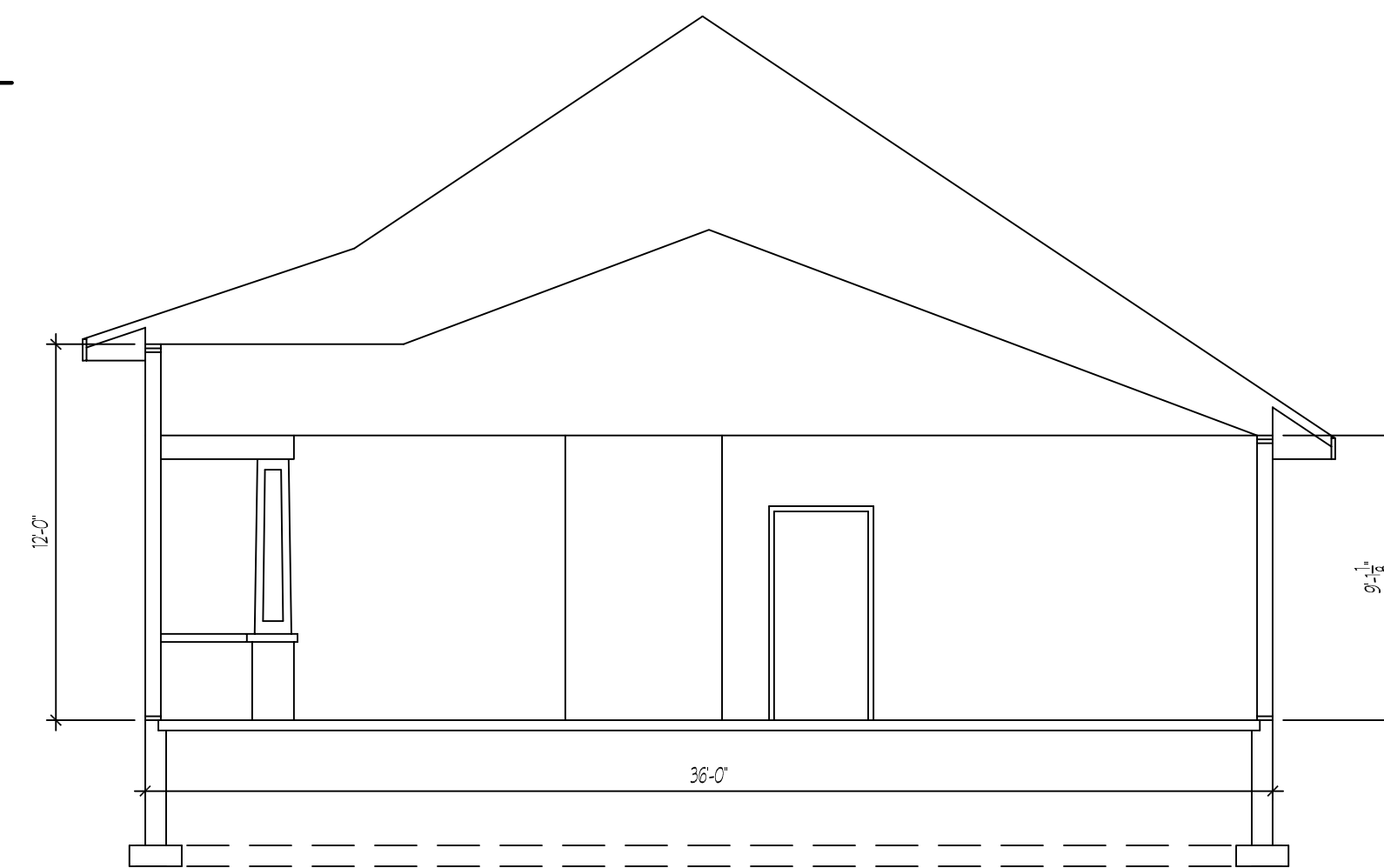




3 ALTERNATE SOUTHEAST ELEVATION  
SCALE: 1/8" = 1'-0"



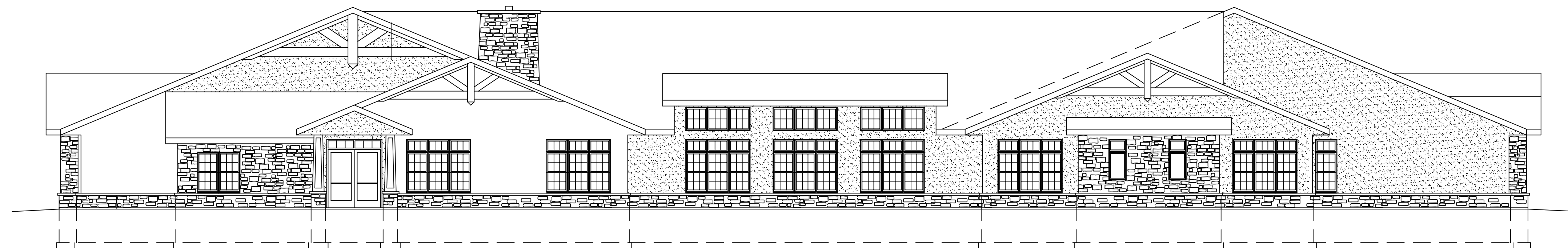
3 ALTERNATE NORTHEAST ELEVATION  
SCALE: 1/8" = 1'-0"



5 PRELIMINARY SECTION THRU DINING ROOM  
SCALE: 3/16" = 1'-0"



2 PRELIMINARY NORTHEAST ELEVATION  
SCALE: 1/8" = 1'-0"



1 PRELIMINARY SOUTHEAST ELEVATION  
SCALE: 1/8" = 1'-0"

REVISIONS	BY
1	

PRELIMINARY EXTERIOR ELEVATIONS

PROPOSED 20-BED CBRF ADDITION TO  
CENTURY OAKS HOMES  
APPLETON, WISCONSIN  
CENTURY OAKS HOMES  
P.O. BOX 421  
NEENAH, WISCONSIN 54957

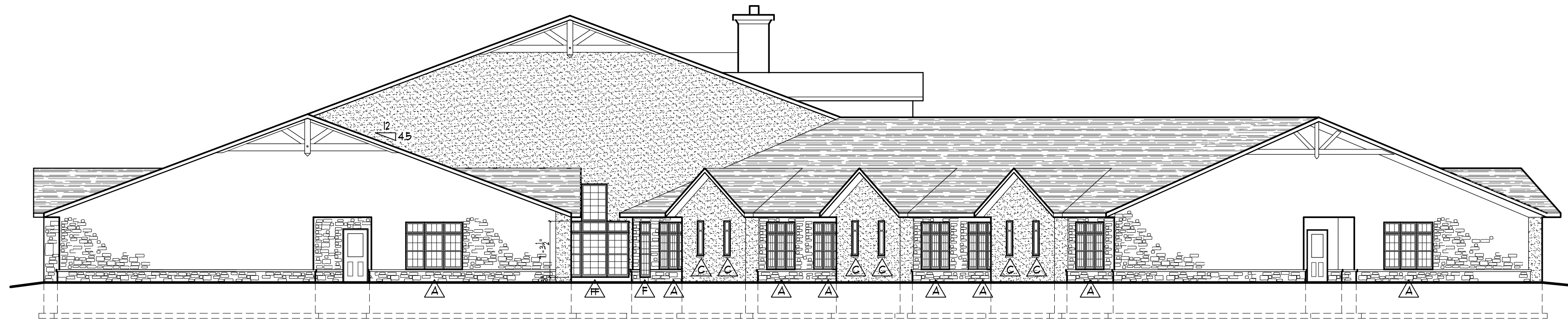
**GH** GRUNWALDT & HALVERSON  
Architects | Engineers  
3113 MacArthur Way Plover, WI 54467  
715 344-8647 www.grunwaldthalverson.com

DRAWN: PJD  
CHECKED: TWG  
DATE: 05/08/2018  
SCALE: AS NOTED  
JOB NO.: 18020

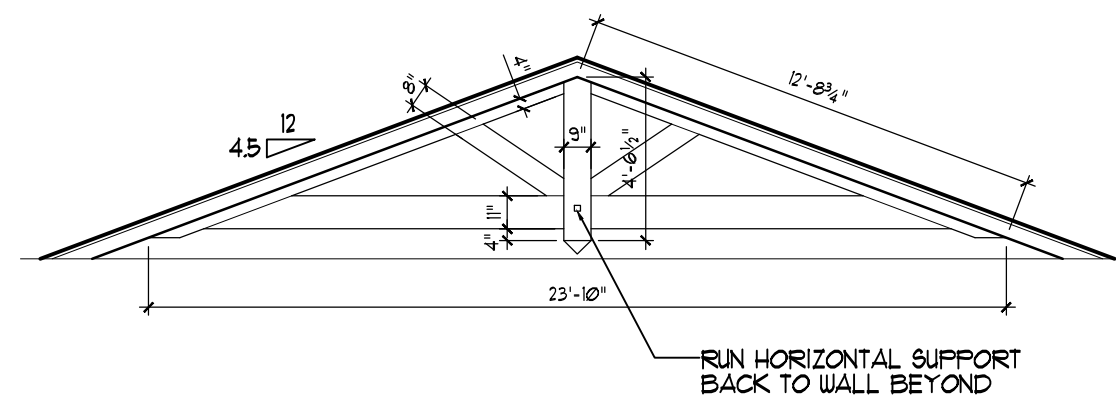
SHEET  
A3.0  
OF - SHEETS



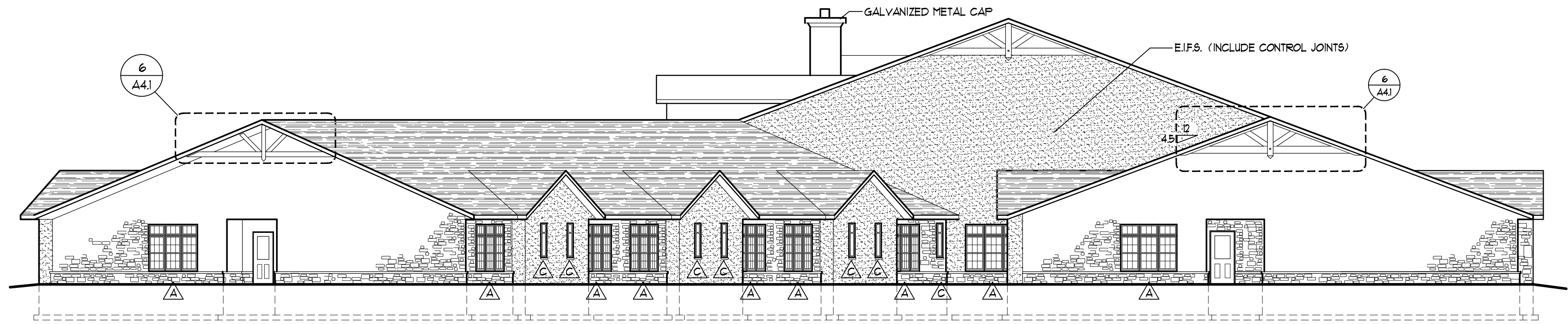




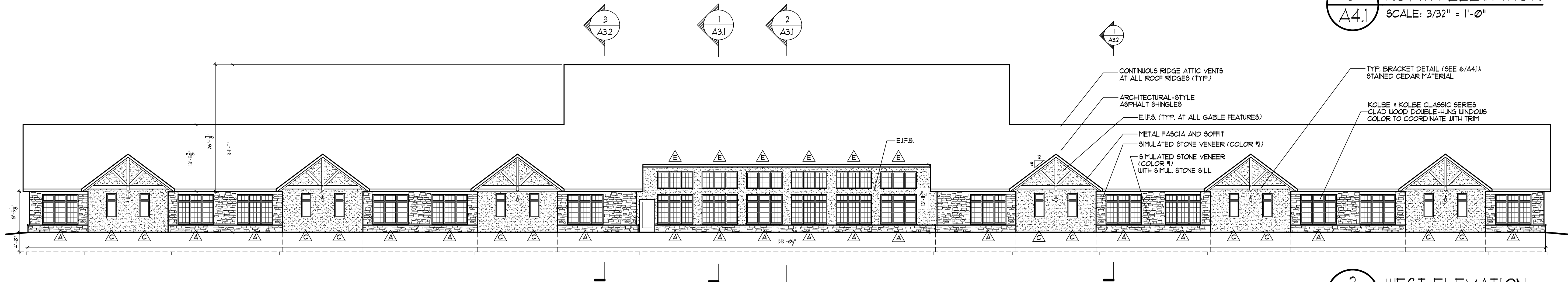
4 SOUTH ELEVATION  
SCALE: 3/32" = 1'-0"



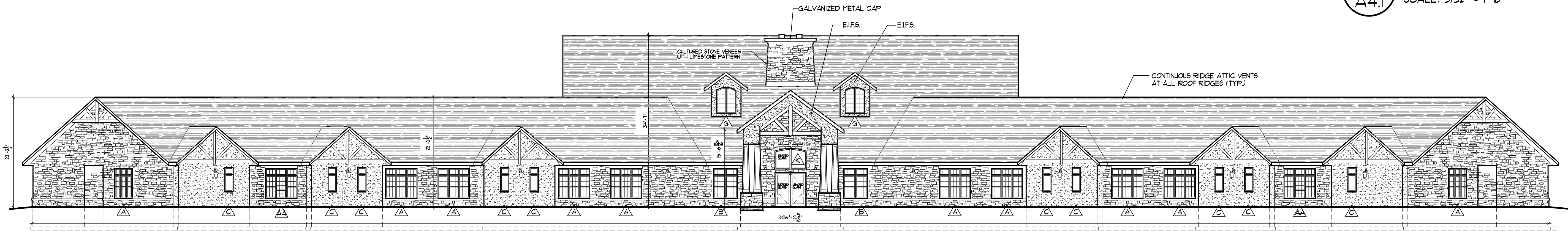
6 GABLE BRACKETS  
SCALE: 3/16" = 1'-0"



3 NORTH ELEVATION  
SCALE: 3/32" = 1'-0"



2 WEST ELEVATION  
SCALE: 3/32" = 1'-0"



1 EAST ELEVATION  
SCALE: 3/32" = 1'-0"

## PLAN OF OPERATION AND LOCATIONAL INFORMATION

### Business Information:

Name of business: Century Oaks on Ballard, LLC

Years in operation: 28

Type of proposed establishment (detailed explanation of business):

CBRF, being an expansion of existing facility.

### Proposed Hours of Operation:

Day	From	To
Week Day	24 hours a day, 7 days a week	
Friday		
Saturday		
Sunday		

### Building Capacity and Area:

Maximum number of persons permitted to occupy the building or tenant space as determined by the International Building Code (IBC) or the International Fire Code (IFC), whichever is more restrictive: 280 persons

THE ADDITION WILL ACCOMMODATE 73 MAXIMUM OCCUPANTS FOR A STRUCTURE TOTAL OF 280.

Gross floor area of the existing building(s):

41,246 SF

Gross floor area of the proposed building(s):

16,957 SF

Identify location, number, capacity and flammable liquid materials stored in storage tanks or containers:

None

Describe any potential smoke, odors emanating from the proposed use and plans to control them:

None

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**Describe Any Potential Noise Emanating From the Proposed Use:**

Describe the noise levels anticipated from all mechanical equipment:

Minimal noise for outdoor condensing units.

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How will the noise be controlled?

Units to be located in building interior courtyard.

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**Outdoor Lighting:**

Type: 25' Lithonia to match existing parking lot lights if required (site plan review process)

Location: parking stalls

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**Off-Street Parking:**

Number of spaces existing: 46

Number of spaces proposed: 7

Is street access to the subject property adequate or are any street improvements, such as a new turning lane, necessary to minimize impacts on traffic flow?

No additional access is proposed, will utilize the existing driveway.

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**Outdoor Uses:**

Type, location, size of outdoor storage area(s) of business property, goods, or merchandise not intended for customer viewing or immediate sale:

None

Type and height of screening of plantings/fencing/gating for outdoor storage area(s):

None

Type, location, size of outdoor display area(s) of merchandise for sale:

None

**Number of Employees:**

Number of existing employees: 50 FULL AND PART TIME

Number of proposed employees: 7 ADDED EMPLOYEES

Number of employees scheduled to work on the largest shift: 10 WITH THE NEW ADDITION





## REPORT TO CITY PLAN COMMISSION

**Plan Commission Public Hearing Date:** June 12, 2018

**Common Council Meeting Date:** June 20, 2018

**Item:** Special Use Permit #4-18 to conform and expand an existing tavern with an outdoor patio area with alcohol sales and consumption

**Case Manager:** Don Harp

### GENERAL INFORMATION

**Owner:** James Strunc c/o Hollyann Strunc

**Applicant:** Missfits Tavern, Hollyann Strunc

**Address/Parcel #:** 317 North Appleton Street (Tax Id #31-2-0493-00)

**Petitioner's Request:** The applicant is requesting a Special Use Permit to conform and expand an existing tavern with an outdoor patio area with alcohol sales and consumption.

### BACKGROUND

On June 6, 2018, the Common Council approved the Liquor License Premise Description Amendment for alcohol consumption within the outdoor patio area located on the south side of the existing building.

### STAFF ANALYSIS

**Existing Site Conditions:** The site consists of the existing tavern and surface parking lot.

**Zoning Ordinance Requirements:** In order to obtain a Special Use Permit to conform an existing bar and add a new outdoor patio with alcohol sales and consumption, the City Plan Commission makes a recommendation to the Common Council which makes the final decision on whether to approve, approve with conditions or deny the request. The Special Use Permit will conform the existing bar and allow for an expansion of the sale and consumption of alcohol to an outdoor patio area.

**Operational Information:** The attached Plan of Operation states the business hours are 10:00 a.m.-2:00 a.m., Sunday-Thursday, and from 10:00 a.m.-2:30 a.m. on Friday and Saturday for the indoor space. The business hours that the patio will be open are the same as the indoor business hours. The tavern capacity is 91 persons. The building capacity will not be increased with the addition of the outdoor patio area.

**Indoor Alcohol Sales and Consumption Area:** The existing first floor of the building.

**Outdoor Alcohol Consumption Area:** The proposed outdoor patio will be approximately 12' x 32' (384 square feet), enclosed with a four (4) foot high fence enclosing an area located adjacent to the southern wall of the building. The City Noise Ordinance must be adhered to at all times.

**Special Use Permit #4-18**  
**June 12, 2018**  
**Page 2**

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

**Operational Information:** A plan of operation for this use is attached to the Staff Report.

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

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

South: CBD Central Business District. The adjacent land use to the south is currently a surface parking lot.

East: CBD Central Business District. The adjacent land uses to the east are currently a mix of commercial uses and a place of worship.

West: CBD Central Business District. The adjacent land use to the west is currently a surface parking lot.

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

*Goal 1 – Community Growth*

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

*Goal 8 – Economic Development*

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

**OBJECTIVE 9.4 Economic Development:**

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

**OBJECTIVE 9.5 Economic Development:**

*Encourage new development and redevelopment activities that create vital and attractive neighborhoods and business districts.*

**Finding of Fact:** Prior to the granting of any Special Use Permit, the City Plan Commission may recommend and the Common Council place such conditions and restrictions upon the establishment, location, construction, maintenance and method or hours of operation of the special use as is deemed necessary for the protection of the public interest and to secure compliance with the standards specified in Section 23-66 (e) (1-6) and (h)(6). This request was reviewed in accordance with the standards for granting a Special Use Permit under Section 23-66 (e) (1-6), which were found in the affirmative.

The applicant's proposed plan of operation does not appear to be incompatible with the neighborhood character, purpose and intent of the Zoning Ordinance and Central Business District or the *Comprehensive Plan 2010-2030*. Conditions are drafted for this request to offset any potential impacts to the public interest (welfare or well-being of the general public).

**Technical Review Group (TRG) Report:** This item was discussed at the May 22, 2018 Technical Review Group meeting. No negative comments were received from participating departments.

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

## **RECOMMENDATION**

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Staff recommends, based on the above, that Special Use Permit #4-18 to conform and expand an existing tavern with an outdoor patio area with alcohol sales and consumption located at 317 North Appleton Street, as shown on the attached maps and per attached plan of operation along with the attached resolution, **BE APPROVED** to run with the land, subject to the following conditions:

1. All applicable codes, ordinances, and regulations, including but not limited to Fire, Building, and Health Codes and the Noise Ordinance, shall be complied with.
2. The use shall conform to the standards established in Chapter 9, Article III, Alcoholic Beverages, of the Municipal Code. The applicant shall receive approval of a Liquor License amendment from the City Clerk prior to serving or consuming alcohol within the outdoor patio area.
3. Any future expansions for the serving and/or consumption of alcohol may require a major or minor amendment request to this Special Use Permit, pursuant to Section 23-66(g) of the Municipal Code.
4. Compliance with the plan of operation is required at all times. Changes to the plan of operation shall be submitted to the Community and Economic Development Department for review and approval.

**RESOLUTION**  
**CITY OF APPLETON**  
**RESOLUTION APPROVING SPECIAL USE PERMIT #4-18**

**WHEREAS**, Hollyann Strunc, owner of Missfits Tavern, has applied for a Special Use Permit to conform and expand an existing tavern with an outdoor seating area with alcohol sales and consumption located at 317 North Appleton Street, also identified as Parcel Number 31-2-0493-00; and

**WHEREAS**, the location of the existing tavern and proposed outdoor seating area with alcohol sales and consumption is located in the CBD Central Business District and the existing tavern use is permitted by special use within this zoning district; and

**WHEREAS**, the City of Appleton Plan Commission held a public hearing on June 12, 2018 on Special Use Permit #4-18 at which all those wishing to be heard were allowed to speak or present written comments, and other materials presented at the public hearing; and

**WHEREAS**, the City of Appleton Plan Commission has considered the application, the staff reports, oral and written, the Comprehensive Plan and zoning on the subject property, the testimony, written comments, and other materials presented at the public hearing; and

**WHEREAS**, the City of Appleton Plan Commission reviewed the standards for granting a Special Use Permit under Sections 23-66(e)(1-6) and 23-66(h)(6) of the Municipal Code, and forwarded Special Use Permit #4-18 to the City of Appleton Common Council with a \_\_\_\_\_ favorable \_\_\_\_\_ or \_\_\_\_\_ not favorable \_\_\_\_\_ (CIRCLE ONE) recommendation; and

**WHEREAS**, the City of Appleton Common Council has reviewed the report and recommendation of the City of Appleton Plan Commission at their meeting on \_\_\_\_\_, 2018 and found it to be acceptable.

**NOW, THEREFORE, BE IT RESOLVED**, that the City of Appleton Common Council approves Special Use Permit #4-18 to conform and expand an existing tavern with an outdoor seating area with alcohol sales and consumption located at 317 N. Appleton Street, also identified as Parcel Number 31-2-0493-00 and orders as follows:

**CONDITIONS OF SPECIAL USE PERMIT #4-18**

1. All applicable codes, ordinances, and regulations, including but not limited to Fire, Building, and Health Codes and the Noise Ordinance, shall be complied with.
2. The use shall conform to the standards established in Chapter 9, Article III, Alcoholic Beverages, of the Municipal Code. The applicant shall receive approval of a Liquor License amendment from the City Clerk prior to serving or consuming alcohol within the outdoor patio area.



3. Any future expansions for the serving and/or consumption of alcohol may require a major or minor amendment request to this Special Use Permit, pursuant to Section 23-66(g) of the Municipal Code.
4. Compliance with the plan of operation is required at all times. Changes to the plan of operation shall be submitted to the Community and Economic Development Department for review and approval.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

---

Timothy M. Hanna, Mayor

ATTEST:

---

Kami Lynch, City Clerk

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

**Business Information:**

Name of business: Missfits Tavern

Years in operation: 2

Percentage of business derived from restaurant service: 0 %

Type of proposed establishment (detailed explanation of business):

Small tavern serving alcoholic beverages to  
customers.

**Proposed Hours of Operation for Indoor Uses:**

Day	From	To
Week Day	10 AM	2 AM
Friday	10 AM	2:30 AM
Saturday	10 AM	2:30 AM
Sunday	10 AM	2 AM

**Building Capacity and Area:**

Maximum number of persons permitted to occupy the building or tenant space as determined by the International Building Code (IBC) or the International Fire Code (IFC), whichever is more restrictive: 91 persons

Gross floor area of the existing building(s): 1200 SQ FT

Gross floor area of the proposed building(s): -

**Describe Any Potential Noise Emanating From the Proposed Use:**

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

LOW noise levels from constructing fence.  
Once installed, back to normal.

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

It will be regulated by the bartender.

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

It will be regulated by the bartender.

**Outdoor Uses:**

Location, type, size and design of outdoor facilities:

Side of building, fenced in area w/ gate (12 x 32)

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

Cedar wood fence 4' tall w/ one gate.

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

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

If yes, describe how the noise will be controlled:

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

**Proposed Hours of Operation for Outdoor Uses:**

Day	From	To
Week Day	10 AM	2 AM
Friday	10 AM	2:30 AM
Saturday	10 AM	2:30 AM
Sunday	10 AM	2 AM

**Outdoor Lighting:**Type: noneLocation: -**Off-Street Parking:**Number of spaces existing: 15Number of spaces proposed: -**Other Licensed Premises:**

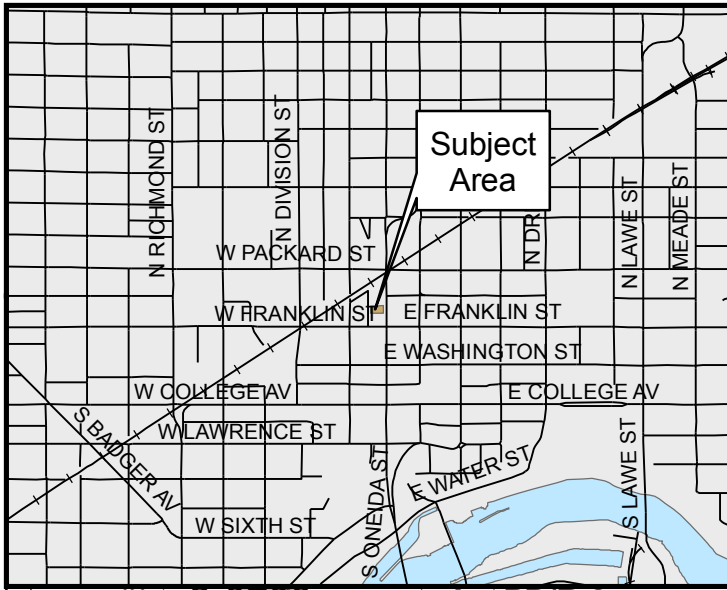
The number of licensed premises within the immediate geographic area of the proposed location will be considered in order to avoid an undue concentration that may have the potential of creating public safety problems or deterring neighborhood development.

List nearby licensed premises:

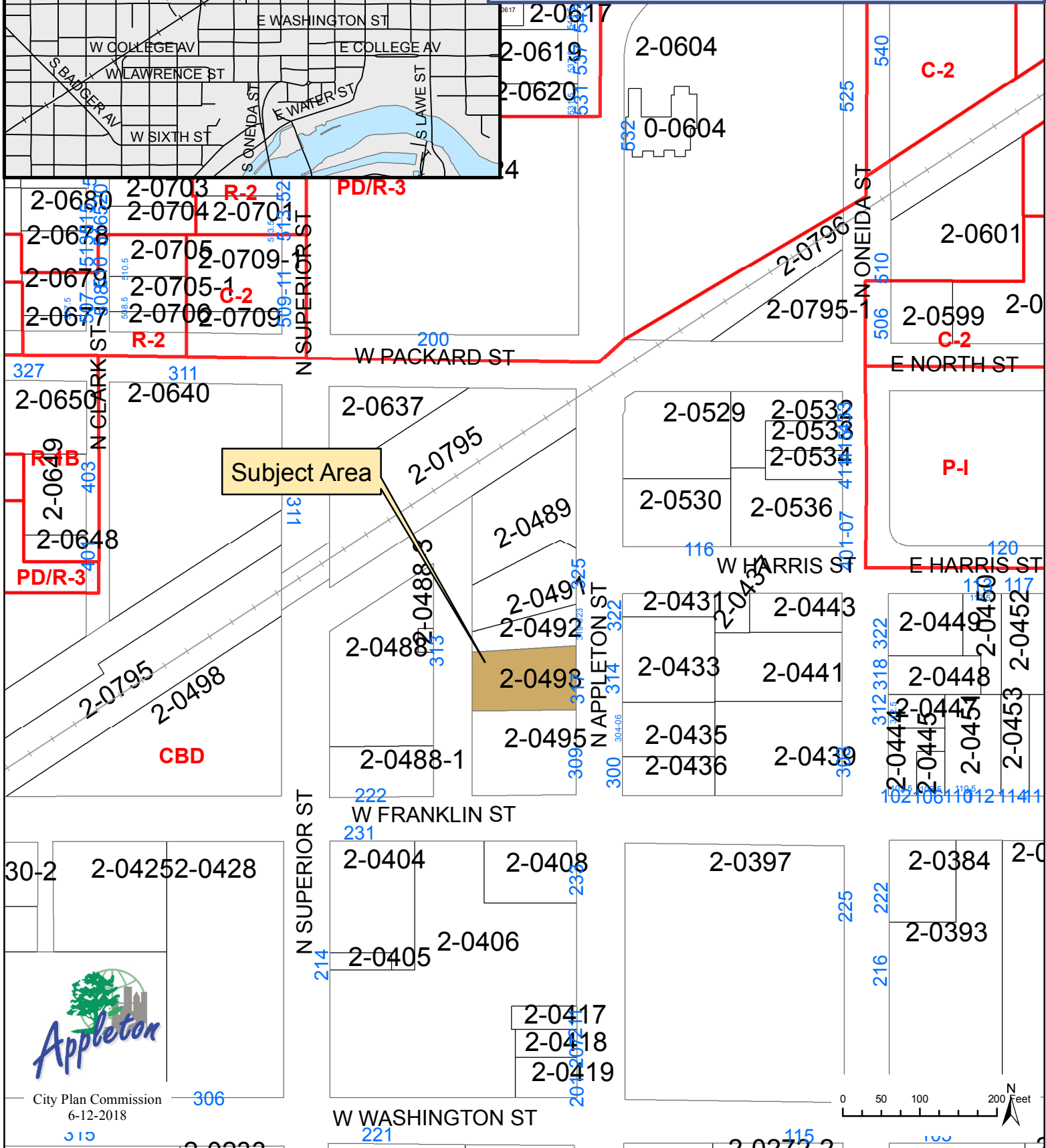
Mission Church across Appleton St  
\_\_\_\_\_  
\_\_\_\_\_

**Number of Employees:**Number of existing employees: 3Number of proposed employees: -Number of employees scheduled to work on the largest shift: 2





317 N. Appleton Street  
 Special Use Permit  
 To conform and expand an existing tavern with  
 an outdoor seating area  
 Missfits Tavern  
 Zoning Map

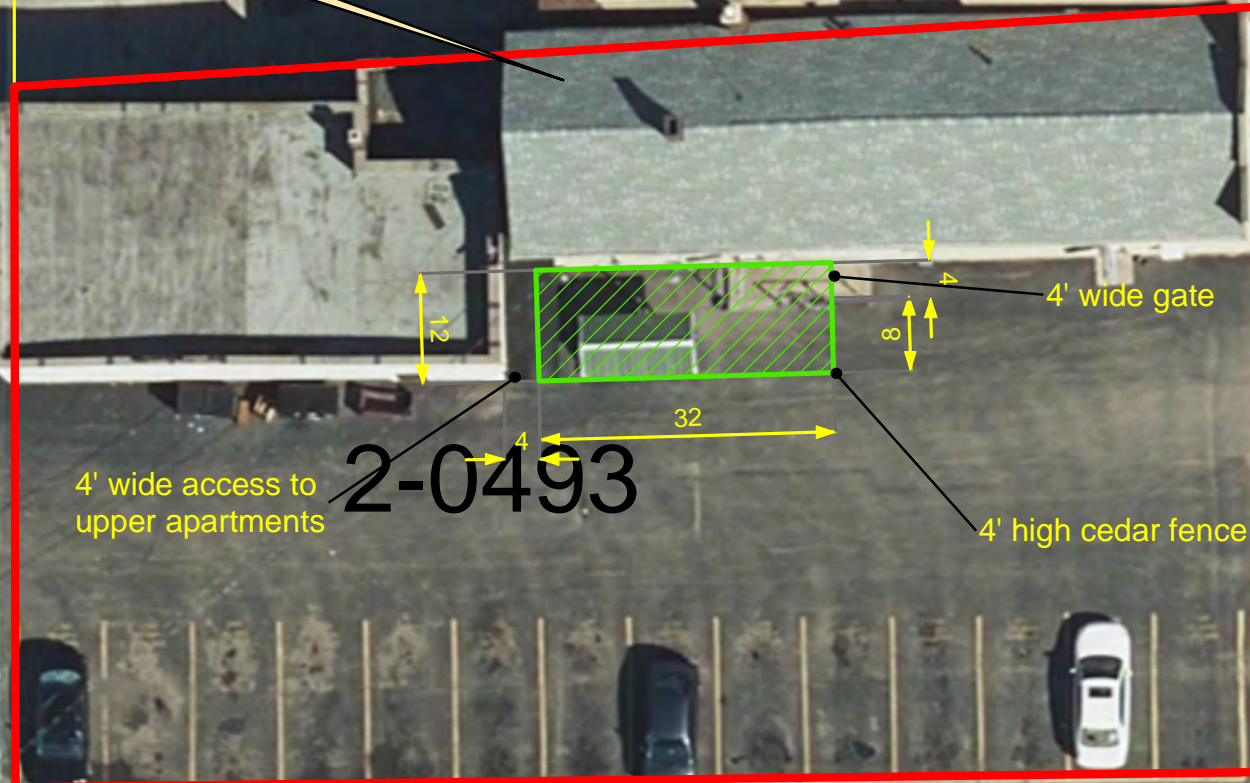


City Plan Commission  
 6-12-2018

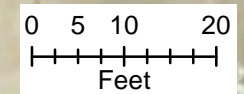
317 N. Appleton Street  
Special Use Permit  
Missfits Tavern  
Aerial Map

To conform and expand an existing tavern with an outdoor seating area

Subject Area



City Plan Commission  
6-12-2018





Mi T Fence LLC  
W3206 Greiner Rd.  
Appleton, WI 54913  
920-731-6645  
MitFence.com  
Info@mitfence.com

## PROPOSAL/CONTRACT

Page 1  
05/16/2018

### Customer Information:

Missfits Tavern  
317 N Appleton St  
Appleton, WI 54911

### Job Information:

Customer contact: 503-833-2380  
missfits317@gmail.com

### Notes:

Furnish and install 56' of 4' high cedar fencing. Includes one 4' gate.

\$2292.42

All posts concreted

Alternate with driven posts. \$1964.66

2 3/8" X 8' SS20 PIPE POST  
8' 2X4 CEDAR STRINGER  
4' 1X6 DOG EAR CEDAR BOARD  
2 3/8" DIE-CAST ALUMINUM DOME CAP  
END WOOD POST ADAPTER  
LINE WOOD POST ADAPTER  
8d. GALVANIZED NAIL

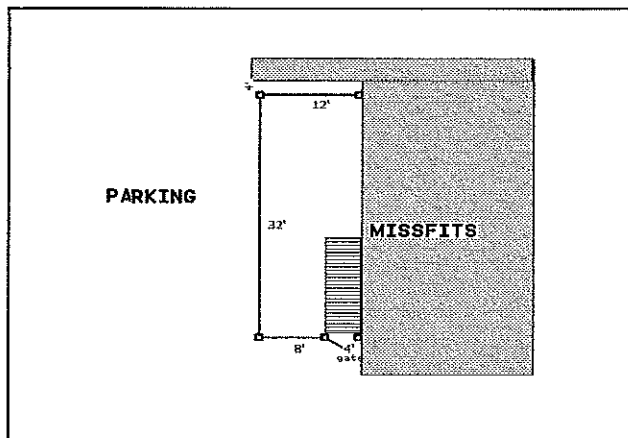
Mi T Fence warrants to the original purchaser that all materials and labor will be free from defects that would affect the structural strength of the fence for a period of (3) years and Mi T Fence has the option to repair or replace any defective materials. An extended warranty period of (10) years on Materials Only is granted to the original purchaser. These products being All Red or White Cedar lumber. Other products will be covered by Manufacturers Limited Warranty. MI T FENCE IS NOT RESPONSIBLE FOR DAMAGE CAUSED BY NEGLIGENCE VANDALISM, WASHOUTS, FROST, NATURAL DISASTERS, ACT OF GOD, OR NATURAL AGING PROCESS OF LUMBER SUCH AS SPLITS AND WEATHER CHECKS UNLESS IT EFFECTS THE STRUCTURAL STRENGTH OF THE FENCE.

Mi T Fence LLC shall advise the customer as to local zoning regulations but responsibility for complying with said regulations and obtaining any required permits shall rest with the customer. Mi T Fence LLC will assist the customer, upon request, in determining where the fence is to be erected, but under no circumstance does Mi T Fence LLC assume any responsibility concerning property lines or in any way guarantee their accuracy. If property pins cannot be located it is recommended that the customer have the property surveyed.

MI T FENCE LLC WILL ASSUME THE RESPONSIBILITY FOR HAVING UNDERGROUND UTILITIES LOCATED AND MARKED.

However, Mi T Fence LLC assumes no responsibility for unmarked sprinkler lines, or any other unmarked buried lines or objects. The customer will assume all liability for any damage caused by directing Mi T Fence LLC to dig in the immediate vicinity of known utilities.

Additional charges for any extra work not covered in this



contract that was requested by the customer will also be added. The full amount of this contract along with any additional charges will become payable upon completion of all work whether or not it has been invoiced. CANCELLATION OF CONTRACT WILL RESULT IN A 25% PERCENT RESTOCKING FEE ON ANY SPECIAL ORDER MATERIALS.

COMPLETED FENCE PAYMENT SHALL BE MADE UPON COMPLETION UNLESS PREVIOUS PAYMENT ARRANGEMENTS WERE MADE PRIOR TO AND IN ADVANCE.

A FINANCE CHARGE of 1 1/2% per month (or a minimum of \$1.00), which is an annual percentage rate of 18%, shall be applied to accounts that are not paid within 10 days after completion of any work invoiced. All materials will remain the property of Mi T Fence LLC until all invoices pertaining to this job are paid in full. The customer agrees to pay all interest and any costs incurred in the collection of this debt.

Approved & Accepted for Customer:

\_\_\_\_\_  
Customer Date

Accepted for Mi T Fence LLC:

\_\_\_\_\_  
Mike Talbot Date

Contract Amount: \$ 2292.42

Down Payment: \$ 1145.00

Balance Due on Completion \$ 1147.42





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

**DEPARTMENT OF PUBLIC WORKS - Engineering Division  
MEMO**

**TO:** Finance Committee and Utilities Committee

**FROM:** Ross Buetow, Deputy Director of Public Works

**DATE:** June 1, 2018

**SUBJECT:** **The following 2018 budget adjustment be approved to provide funding for additional permanent street patches associated with water main breaks, lead service replacement and curb box/valve replacements:**

Water Utility Fund Balance	-125,000
Street Patch Program	+125,000

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The Department of Public Works has identified and field measured all outstanding temporary street patches associated with past water main breaks, lead service replacement and curb box/valve replacements. Based upon the measurements obtained, we will currently be unable to complete all of the permanent patches within our 2018 budgeted funds. The vast majority of these patches are from an unusually large number of water-related street excavations that occurred in 2017.

In an effort to stay current with our street patch maintenance and avoid long term maintenance of temporary patches, we are requesting approval of the budget adjustment described in the subject line of this memo. We do have sufficient water utility fund balance to cover this proposed budget adjustment.

Thank you for your consideration of our request.





*"...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](mailto:dean.gazza@appleton.org)

TO: Finance Committee

FROM: Dean R. Gazza

DATE: 6/11/2018

RE: Action: Award the City of Appleton "2018 Parks Hardscape Repairs Project" contract to MCC, Inc. in the amount of \$205,012.82 with a contingency of \$15,000 for a project total not to exceed \$220,012.82.

The 2018 Capital Improvement Plan includes \$250,000 to repair hardscapes at various city parks. Of that amount, \$16,400 has been utilized on design, and \$8,785 has been utilized at Hoover Park, leaving a balance of \$224,815 for construction. This project includes replacing the existing parking lot, replacing the south sidewalk, and installing a multi-purpose trail on the north side of the parking lot that will provide a connection to the Ellen Kort Peace Park. The recommendations for repairs were determined by our consulting engineer after a hardscape audit was completed at the sites.

The bids were received as follows:

<b>MCC, Inc. (low bid)</b>	\$205,012.82
Northeast Asphalt, Inc.	\$206,551.72
Vinton Construction	\$232,854.50

Our consulting engineer has written the City of Appleton a formal letter of recommendation to award the contract to MCC, Inc. The Parks, Recreation, and Facilities Management Department has also reviewed the bids and is in agreement with the engineer's recommendation. Therefore, we recommend awarding the contract to MCC, Inc. in the amount of \$205,082.82 plus a contingency of \$15,000 only to be utilized as needed.

Please contact me at 832-5572 or at [dean.gazza@appleton.org](mailto:dean.gazza@appleton.org) with any questions.



*"...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](mailto:dean.gazza@appleton.org)

TO: Finance Committee

FROM: Dean R. Gazza

DATE: 6/11/2018

RE: Action: Reject bids from Jahnke General Contractors and Vinton Construction for the Lower Telulah Park Site Redevelopment Project.

The 2018 Capital Improvement Plan includes \$765,000 to redevelop Lower Telulah Park. \$75,865 has been utilized for developing an approved DNR contaminated soils management plan and engineering services, leaving a balance of \$689,135 for construction. Bids were opened on May 31, 2018 for the construction of a trailhead parking lot, paved river trail with lights, and river amenities.

Two bids were received as follows:

Jahnke General Contractors	\$884,865.00
Vinton Construction	\$919,236.15

After conferring with our consulting engineer, the Parks, Recreation and Facilities Management Department is recommending rebidding the project to seek bids that are more competitive.

The Parks, Recreation and Facilities Management Department recommends rejecting this bid. Please contact me at 832-5572 or at [dean.gazza@appleton.org](mailto:dean.gazza@appleton.org) with any questions.

**CONTRACT AMMENDMENT & CONTRACT CHANGE ORDER**

Change Order No. ONE

Date 06/07/18

Contract No. 20-18 for the following public work : Unit E-18 Miscellaneous Concrete & Street Excavation Repair

between Fischer Ulman Construction, Inc. and the City of Appleton dated 04/18/18 is hereby changed in the following particular wit:

Item No.	Account No.	Current Contract Amount	Current Contingency	C.O. Amount (+/-)	Contingency (+/-)	New Contract Total	New Contingency Total
1	5222.6408	\$16,600.00	\$0.00			\$16,600.00	\$0.00
2	5230.6809.4	\$25,000.00	\$0.00			\$25,000.00	\$0.00
3	5357.6408	\$68,000.00	\$0.00	\$125,000.00	\$0.00	\$193,000.00	\$0.00
4	5371.6408	\$25,000.00	\$0.00			\$25,000.00	\$0.00
5	5427.6408	\$13,400.00	\$0.00			\$13,400.00	\$0.00
6	5431.6809.3	\$40,000.00	\$0.00			\$40,000.00	\$0.00
7	17015.6809.2	\$20,000.00	\$0.00			\$20,000.00	\$0.00
8	17032.6408	\$85,000.00	\$0.00			\$85,000.00	\$0.00
9	4240.6809	\$343,000.00	\$0.00			\$343,000.00	\$0.00
10			\$0.00			\$0.00	\$0.00
	<b>Total</b>	<b>\$636,000.00</b>	<b>\$0.00</b>	<b>\$125,000.00</b>	<b>\$0.00</b>	<b>\$761,000.00</b>	<b>\$0.00</b>

Reason for Change: Additional permanent street patches associated with water main breaks, lead service replacement and curb/valve box replacements

The Contract Time will be (increased / decreased / unchanged) by this Change Order: 20 Days

The Date of Completion as of the date of this Change Order therefore is: 90 Days

Finance Committee Agenda Date: 06/11/18

Date approved by Council: 06/20/18



Date: June 7, 2018

To: Common Council  
City of Appleton

Fox Cities Transit Commission

From: Ron McDonald, General Manager *RM*

Re: Request to Purchase Transit Buses

Valley Transit is hereby requesting authorization to purchase one (1) 40' and two (2) 35' New Flyer Xcelsior transit buses not to exceed \$1,425,000.00 inclusive of miscellaneous tools and parts.

The Federal Transit Administration will invest 80% (\$1,140,000) and local investment will be used for the remaining 20% (\$285,000).

The new buses will replace existing outdated Orion transit buses. The Federal Transit Administration requires heavy duty transit buses to be operated a minimum of 12 years or 500,000 miles. The Valley Transit buses scheduled for replacement have more than doubled the minimum requirements set forth by the Federal Transit Administration.

It is the desire of Valley Transit to issue a purchase order to New Flyer through a Piggyback Procurement previously solicited by Connect Transit in Normal, IL. Please see the following Assignment of an Option to Purchase Agreement. In addition, please find an excerpt from the Federal Transit Administration Best Practices Procurement Manual regarding piggyback procurements.

**RECOMMENDATION:**

**Authorize Valley Transit to enter into a contract with New Flyer to purchase one (1) 40' and two (2) 35' New Flyer Xcelsior transit buses not to exceed \$1,425,000.00 inclusive of miscellaneous tools and parts with a budget adjustment utilizing \$1,140,000 federal grant funding and \$285,000 restricted cash.**







Request for Proposal  
May 16, 2014  
RFP# 14-02

### Assignment of an Option to Purchase Agreement

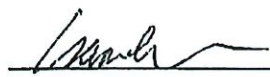
Connect Transit, "Assignor", hereby assigns to the City of Appleton -Valley Transit its options to purchase from New Flyer, "Seller", ten (10) ("Options Vehicles") at a price and under the terms and conditions contained in the Seller's written cost proposal dated December 5, 2014; Assignor's RFP# 14-02 dated May 16, 2014; and Assignor's Agreement dated May 14, 2015 ("Contract").

Such option commenced on May 14, 2015, and may be exercised at any time on or before May 14, 2020.

With respect to the Option Vehicles assigned hereunder and this Assignment, Assignee agrees to perform all covenants, conditions and obligations required of Assignor under said Contract and agrees to defend, indemnify and hold Assignor harmless from liability or obligation under said Contract. Assignee further agrees to hold Assignor harmless from any deficiency or Defect in the legality or enforcement of the terms of said Contract or option to purchase thereunder. Assignee agrees and understands that Assignor is not acting as a broker or agent in this transaction and is not representing Seller or Assignee, but rather is acting as a principle in assigning its interest in the above-referenced option to purchase the Option Vehicles under the Contract of Assignee.


Assignee hereby unconditionally releases and covenants not to sue Assignor upon any claims, liabilities, damages, obligation or judgments whatsoever, in law or in equity, whether known or unknown, or claimed, which they or either of them have or claim to have or which they or either of them may have or claim to have in the future against Assignor, with respect to the Option Vehicles or any rights whatsoever assigned hereunder.

Dated this 01 day of June, 2018.

  
\_\_\_\_\_  
Assignor  
(Connect Transit)

  
\_\_\_\_\_  
Assignee  
(City of Appleton-Valley Transit)

I hereby accept and approve the terms of this agreement and agree to hold Assignor harmless from any further liability of obligation under our agreement.

  
\_\_\_\_\_  
Seller  
(New Flyer)



### 6.3.3 Joint Procurements of Rolling Stock and "Piggybacking"

#### Requirement

FTA Circular 4220.1E applies to all third party contract actions undertaken by grantees with Federal funds, including actions taken pursuant to the contracts of other entities, such as (1) the exercise of options which have been assigned to the grantee by another entity which awarded the contract initially, (2) the assignment of contracts themselves to a grantee by another entity (under which the grantee will spend Federal funds), and (3) joint procurements with other entities (under which the grantee will spend Federal funds).

Of particular significance are the following provisions of FTA Circular 4220.1E:

*7.e. Intergovernmental Procurement Agreements.*

Grantees are encouraged to utilize available state and local intergovernmental agreements for procurement or use of common goods and services. When obtaining goods or services in this manner, grantees must ensure all federal requirements, required clauses, and certifications (including Buy America) are properly followed and included, whether in the master intergovernmental contract or in the grantee's purchase document. [16](#)

Grantees are also encouraged to jointly procure goods and services with other grantees. When obtaining goods or services in this manner, grantees must ensure all federal requirements, required clauses, and certifications are properly followed and included in the resulting joint solicitation and contract documents. [17](#)

Grantees may assign contractual rights to purchase goods and services to other grantees if the original contract contains appropriate assignability provisions. Grantees who obtain these contractual rights (commonly known as "piggybacking") may exercise them after first determining the contract price remains fair and reasonable. [18](#)

*8.a. Full and Open Competition.* All procurement transactions will be conducted in a manner providing full and open competition.

*9.i.(1) Evaluation of Options.* The option quantities or periods contained in the contractor's bid or offer must be evaluated in order to determine contract award. When options have not been evaluated as part of the award, the exercise of such options will be considered a sole source procurement.

#### Discussion

Recently, there has been a growing trend amongst transit systems to become creative in the acquisition of rolling stock. The most constructive of these techniques involve advance planning and joint procurement by several systems. FTA encourages this technique. In these joint procurements, the needs of the various transit systems are defined in the solicitation and the manufacturers are asked to bid upon the total known needs of the agencies involved. In other situations, transit agencies will identify an existing contract of another agency and "piggyback" that contract by means of an assignment of contract rights such as an assignment of options....





Date: June 7, 2018

To: City of Appleton Common Council  
Fox Cities Transit Commission

From: Ron McDonald 

**Award Recommendation to Replace Intelligent Transportation System (ITS)**

**BACKGROUND**

Valley Transit purchased and installed its first ITS system in 2011 from a vendor called Trapeze. The system included hardware onboard each vehicle: a processing unit (on-board server); driver display/keypad; GPS & cellular antennas; modem; next bus stop interior signs; and interface cabling to the farebox and headsign. To manage the system and operational parameters, Trapeze installed software on a server at City Hall. Trapeze's web-based program, called ITS, was included for staff to monitor operations, run reports and make minor system adjustments.

The main benefits of the system were to provide access to more data for the benefit riders and Valley Transit staff. This data included vehicle location, next bus arrival texts for riders, onboard announcements, and various types of operation data.

From the outset, the Trapeze system did not function properly. There have been significant issues on the hardware and software side. The system is very complex to manage and designed for large urban transit systems. It requires full-time monitoring by an in-house expert and continual follow-up with the vendor. The current system is now over 7 years old and requires replacement. After considering these factors and reviewing other products available in the market, Valley Transit determined the best course was to procure a new system.

In preparation for this procurement, Valley Transit staff began formulating a request for proposal (RFP) to solicit contractors to provide a new ITS system. As part of this process staff reviewed similar RFP documents used by other transit systems that recently purchase an ITS system. In the scope of work, staff took into consideration lessons learned from the previous ITS system. This included selecting a contractor that would provide a solution that was easy for staff to maintain and included the following features: cloud-based server; tablet-based onboard hardware; a smartphone bus tracking app; increased install and acceptance terms; and proven success at similar sized transit systems. All of these issues were incorporated into the RFP document for consideration and review during the evaluation process.

The RFP document was sent directly to vendors who were known ITS system suppliers; posted on the State of Wisconsin's VendorNet system; and advertised online with the *Post-Crescent*



and *Passenger Transport* (transit publication). Proposals were due on May 9, 2018. Seven proposals were received and all met the mandatory requirements in response to the RFP.

## **ANALYSIS**

An evaluation team was assembled to review the proposals. The team included Valley Transit staff, an IT department rep and a planning/GIS rep. Each proposal was evaluated based on the proposed ITS solution, experience, technical support & price. The evaluation team agreed that two of the seven vendors were in a competitive range and able to move forward with the evaluation. The two remaining vendors were invited to a demonstration and interview on May 25, 2018. After considering the initial evaluation and interview, the evaluation team unanimously concluded that DoubleMap (Indianapolis, IN) had proposed the best solution for Valley Transit. Additionally, DoubleMap's was the best value with the lowest cost proposal.

DoubleMap's solution includes the following hardware: a rugged tablet; interface cabling; automatic passenger counters (APC) and cellular/GPS antennas. The server is cloud-based.

A summary of the tools & features of the new system includes: mobile bus tracking app; bus tracking public website; automatic voice announcement system; automatic passenger counting system; GTFS feed generation (data needed for Google Transit); pre-trip/post-trip e-forms; administrative software; and access to data in established reports or raw format.

## **FISCAL IMPACT**

The project will have a total year-one fiscal impact of \$315,901.01. The project includes an additional support agreement for years 2-5 with an annual fee of \$34,034.68.

The operating costs will be supported within Valley Transit's operating budget. The current annual support amount provided to Trapeze and Sprint is \$59,836. The agreement with DoubleMap results in an annual operating cost savings of \$25,801.32.

Valley Transit has secured federal grants to support 80% of the capital costs and the remaining 20% will be covered by the restricted cash account.

## **RECOMMENDATION**

**Authorize Valley Transit to enter into a contract with Double Map to purchase an ITS System not to exceed \$315,901 utilizing \$252,720 federal grant funding and \$63,181 restricted cash.**





“Excellence in Police Service”

## POLICE DEPARTMENT

222 South Walnut Street • Appleton, WI 54911-5899  
(920) 832-5500

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Date: June 6, 2018

To: Alderperson Plank and Members of the Finance Committee

Re: Request to transfer from unused wage fund to cover additional crossing guard contract costs in the amount of \$20,420

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In early 2017 we began discussions with the Appleton Area School District to review our School Resource Officer and Crossing Guard agreement and programs. The goal was to create a shared services agreement that covered both programs and ensured their sustainability and growth. We have had lengthy discussions on funding and staffing of these programs and how we could most efficiently provide the services. We are both committed to these programs and continue to have a great partnership; clearly we have a shared vision and philosophy. The agreement we reached increases the reimbursement from the school district for the School Resource Officer program by approximately **\$157,000 per year**, provides sustainability of both programs, and creates an opportunity to improve overall police services in the City of Appleton.

This process included a review of the management of the crossing guard program and consideration of other options available to us to address inefficiencies. Additionally, we needed to create an MOU that included crossing guards because we have not had one in place to protect the city. As part of this agreement we have, for the first time, received a formal commitment from the school district to fund 50% of the cost of the crossing guard program.

### Crossing Guard Management

A major challenge in the program is the administration has fallen completely on the police department. This is costly and an inefficient use of resources. While the financial cost of the program is around \$175,000 a year, the actual cost of staffing and managing the program is significantly higher. We have attempted to estimate the costs of the administration and emergency staffing of this program, but it is difficult because of the inability to track time actually spent. We know our Support Services Lieutenant and Lead CSO spend hours daily managing the program. This service is provided at \$25.00 - \$45.00 an hour. We also know CSO's and Officers regularly are taken out of service to cover crossing guard duties, at a cost of \$14.00 - \$35.00 an hour.

We can only estimate these administrative and staffing needs cost our department an additional \$40,000 to \$50,000 a year of time and resources. Time spent doing these duties, both administrative and operational, takes employees away from other critical duties. Traffic enforcement around our schools is a priority for our day shift officers and is frequently a team goal. When officers are doing crossing guard duties they can't be working school zone traffic enforcement. Traffic complaints were also the one of the top issues identified in our recent community survey.



**“Excellence in Police Service”**

## **POLICE DEPARTMENT**

222 South Walnut Street • Appleton, WI 54911-5899  
(920) 832-5500

Human Resources has estimated their cost of recruitment and hiring crossing guards at several thousand dollars a year, depending on the number of hiring processes, and that is not counting the potential workers compensation issues. Time they spend in recruitment and hiring would be better spent working on a multitude of other issues and helping all departments stay fully staffed.

The council is aware of the additional demands the department has had placed on it in the last decade. We have done more with less, and continue to look for ways to creatively use our staff and resources to provide excellent police services. We have the same staff but now are challenged with dealing with the mental health crisis, school violence issues, opioid and a growing methamphetamine epidemic, homelessness and transient issues, immigration and racial justice issues, etc...

Our staffing plan and philosophy is a perpetual process of evaluation of needs and looking at a multitude of things before we request additional staffing. One of the cornerstones of the staffing plan is to look at alternate delivery systems that are more efficient so we can free staff to do more “police focused” duties. The contracting of services is something that both the school district and the city already do, and something that is growing in popularity in the area of crossing guard services.

A team of employees from Human Resources, Finance, Legal Services, and the Police Department created and put out a request for proposals (RFP) to contract out the administration of the crossing guard program. We received a response from the largest provider of crossing guard services in the country, All City Management Services (ACMS). An evaluation team reviewed and scored their proposal, checked references, and reviewed the language of the proposal. We are recommending contracting with ACMS to manage the crossing guard program, on a trial basis.

We have met with the current crossing guards and explained the reasoning behind the contract. We would still be involved in hosting training and coordinating with the contracted company on coverage, quality of service, and complaint resolution. ACMS has a business model that facilitates the transfer of current crossing guards to their employment, at the same or higher wage, and provides leadership opportunities for some of the current guards. We have reviewed their practices and are impressed with their service model. There are areas where we see some improvements over what we currently do, as would be expected with a company that specializes in a service.

I have attached some documentation from their proposal for your review. The timeline would be to have approval by the July 30<sup>th</sup> council meeting so that the transition can happen before this school year. The cost for year one is \$251,674; to cover our 50% portion for this year we would need an additional \$20,420. We have salary savings due to the unpaid unexpected military leave of one of our investigators. His leave will save us approximately \$58,800 in salary and benefits this year.

**I’m requesting to transfer \$20,420 from ISU regular salary account 17532.6101, to Crossing Guards account 17524.6107 to cover our additional costs.**

Please contact me if you have any questions. Thank you for your consideration.

Chief Todd Thomas

## RELOCATION ORDER

The City of Appleton, Outagamie/Calumet/Winnebago Counties, Wisconsin, by its Common Council and for its Relocation Order hereby resolves as follows:

1. That this Resolution is a Relocation Order in accordance with subsection 32.05(1), Wisconsin Statutes, for the purpose of the within-described public improvement project and it is also a determination of necessity for that project in accordance with subsection 32.07(2), Wisconsin Statutes;

2. That the City of Appleton hereby determines that it is necessary and of public purpose to construct the street officially mapped as Spartan Drive and the associated stormwater pond to serve the street near the city of Appleton, Wisconsin.

3. That said roadway and associated stormwater pond will be built within the areas marked on the scale drawing, which is attached to this Relocation Order as Exhibit "A" and incorporated herein;

4. That the legal descriptions for the acquisition of property necessary for this project are contained in Exhibits "B" and "C", under the heading "Legal Description for Acquisition", which are also incorporated herein;

5. That the City of Appleton will also acquire Temporary Limited Easements for the areas described in the "Legal Description for Temporary Limited Easement" in Exhibits "D" and "E", which are also incorporated herein.

Record and return to:

City of Appleton – City Attorney's Office  
100 North Appleton Street  
Appleton, WI 54911-4799

Passed and approved this \_\_\_\_\_ day of June, 2018.

I hereby certify that on this \_\_\_\_\_ day of June, 2018, that the within Relocation Order was adopted by a vote of \_\_\_\_\_ ayes and \_\_\_\_\_ nays by the Common Council for the City of Appleton, Wisconsin.

APPROVED:

ATTEST:

\_\_\_\_\_  
Timothy M. Hanna, Mayor

\_\_\_\_\_  
Kami Lynch, City Clerk

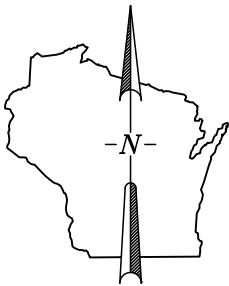
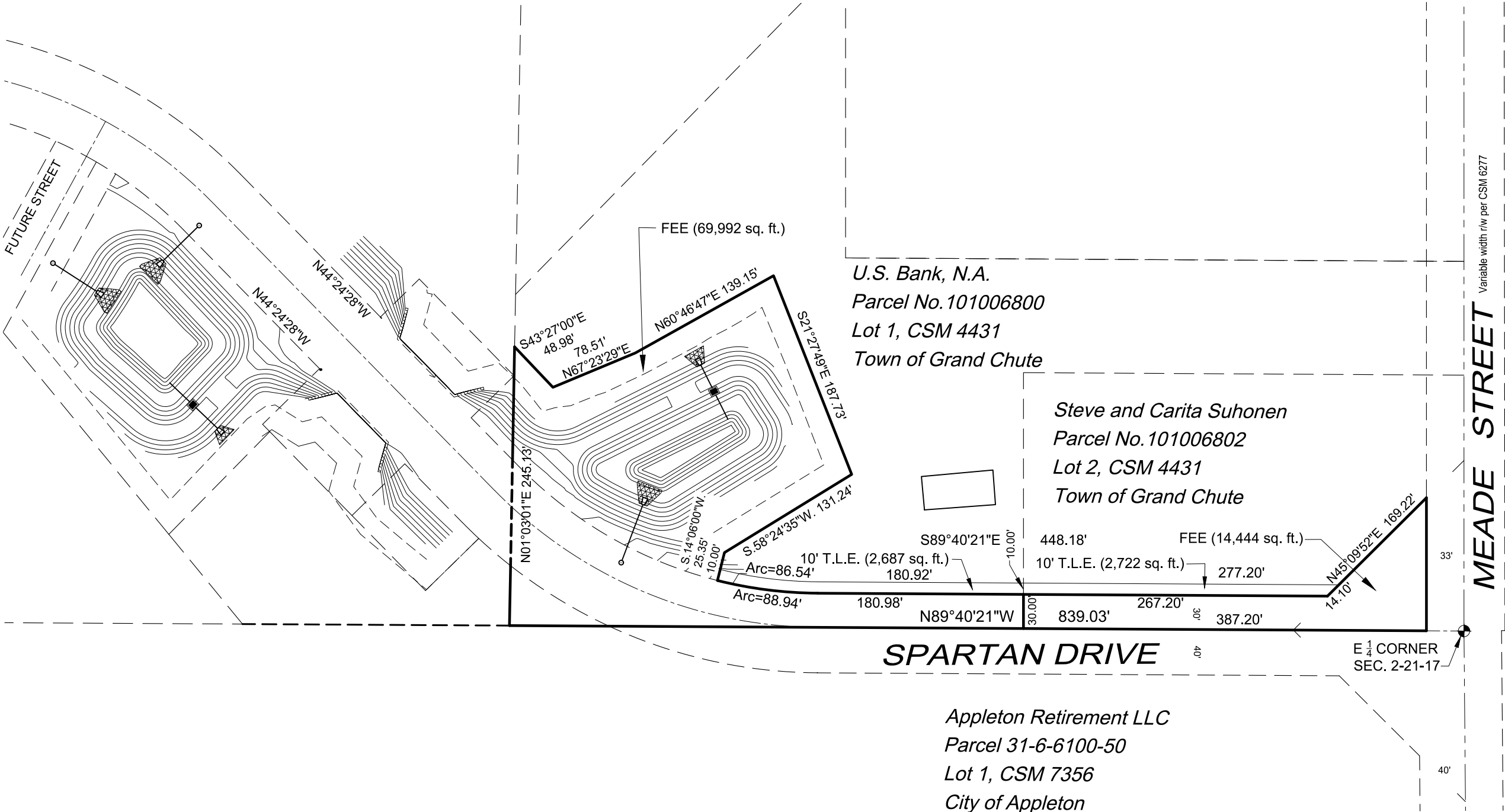
Subscribed and sworn to before me  
this \_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Jamie L. Griesbach  
Notary Public, State of Wisconsin  
My commission expires: 11/11/2021

This instrument was drafted by:  
James P. Walsh, Appleton City Attorney  
City Law: A17-0648

# EXHIBIT "A"

Part of Lot 1 and 2 of Certified Survey Map No.4431, located in the Fractional Northeast ¼ of Section 2,  
Township 21 North, Range 17 East, Town of Grand Chute, Outagamie County, Wisconsin.



BEARINGS ARE REFERENCED TO THE WISCONSIN  
COUNTY COORDINATE SYSTEM, OUTAGAMIE COUNTY,  
WEST LINE OF HAYMEADOW AVENUE;  
RECORDED AS N.00°15'15"E.  
H:\Acad\PropAcq\2018\Spartan\_WO\_Meade\_Suhonen\_0606\_2018

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



# EXHIBIT B

## Legal Description for Acquisition U.S. Bank, N.A.

**PARCEL: 101006800**

**Owner: U.S. Bank, N.A.**

### **Fee Simple Interest**

All those lands of the owner within the following described traverse: Being a part of Lot 1 of Certified Survey Map No. 4431, located in and being a part of the Southeast  $\frac{1}{4}$  of the Fractional Northeast  $\frac{1}{4}$  of Section 2, Township 21 North, Range 17 East, Town of Grand Chute, Outagamie County, Wisconsin, containing 69,992 Square Feet (1.607 Acres) of land and described as follows:

Commencing at the East  $\frac{1}{4}$  corner of said Section 2 and being the point of beginning;

Thence North  $89^{\circ}40'21''$  West 839.03 feet along the South line of the Fractional NE  $\frac{1}{4}$  of said Section 2 and being coincident with the South line of Lot 1 and 2 of said Certified Survey Map No. 4431;

Thence North  $01^{\circ}03'01''$  East 245.13 feet being coincident with the West line of said Lot 1;

Thence South  $43^{\circ}27'00''$  East 48.98 feet;

Thence North  $67^{\circ}23'29''$  East 78.51 feet;

Thence North  $60^{\circ}46'47''$  East 139.15 feet;

Thence South  $21^{\circ}27'49''$  East 187.73 feet;

Thence South  $58^{\circ}24'35''$  West 131.24 feet;

Thence South  $14^{\circ}06'00''$  West 25.35 feet;

Thence Southeasterly 88.94 feet along the arc of a curve to the left having a radius of 370.00 feet and the chord of which bears South  $82^{\circ}47'12''$  East 88.73 feet;

Thence South  $89^{\circ}40'21''$  East 448.18 feet;

Thence North  $45^{\circ}09'52''$  East 169.22 feet to the East line of the Fractional NE  $\frac{1}{4}$  of said Section 2;

Thence South  $00^{\circ}00'05''$  West 150.00 feet coincident to the East line of the Fractional NE  $\frac{1}{4}$  of said Section 2 to the Point of Beginning.

# EXHIBIT C

## Legal Description for Acquisition Steve and Carita Suhonen

**PARCEL: 101006802**

**Owner: Carita and Steve Suhonen**

### **Fee Simple Interest**

All those lands of the owner within the following described traverse: Being a part of Lot 2 of Certified Survey Map No. 4431, located in and being a part of the Southeast  $\frac{1}{4}$  of the Fractional Northeast  $\frac{1}{4}$  of Section 2, Township 21 North, Range 17 East, Town of Grand Chute, Outagamie County, Wisconsin, containing 14,444 Square Feet (0.332 Acres of land) and described as follows:

Commencing at the East  $\frac{1}{4}$  corner of said Section 2 and being the point of beginning;

Thence North  $89^{\circ}40'21''$  West 839.03 feet along the South line of the Fractional NE  $\frac{1}{4}$  of said Section 2 and being coincident with the South line of Lot 1 and 2 of said Certified Survey Map No. 4431;

Thence North  $01^{\circ}03'01''$  East 245.13 feet being coincident with the West line of said Lot 1;

Thence South  $43^{\circ}27'00''$  East 48.98 feet;

Thence North  $67^{\circ}23'29''$  East 78.51 feet;

Thence North  $60^{\circ}46'47''$  East 139.15 feet;

Thence South  $21^{\circ}27'49''$  East 187.73 feet;

Thence South  $58^{\circ}24'35''$  West 131.24 feet;

Thence South  $14^{\circ}06'00''$  West 25.35 feet;

Thence Southeasterly 88.94 feet along the arc of a curve to the left having a radius of 370.00 feet and the chord of which bears South  $82^{\circ}47'12''$  East 88.73 feet;

Thence South  $89^{\circ}40'21''$  East 448.18 feet;

Thence North  $45^{\circ}09'52''$  East 169.22 feet to the East line of the Fractional NE  $\frac{1}{4}$  of said Section 2;

Thence South  $00^{\circ}00'05''$  West 150.00 feet coincident to the East line of the Fractional NE  $\frac{1}{4}$  of said Section 2 to the Point of Beginning.

# EXHIBIT D

## Legal Description for Temporary Limited Easement U.S. Bank, N.A.

**PARCEL: 101006800**

**Owner: U.S. Bank, N.A.**

### **Temporary Limited Easement:**

A part of Lot 1 of Certified Survey Map No. 4431, located in and being a part of the Southeast  $\frac{1}{4}$  of the Fractional Northeast  $\frac{1}{4}$  of Section 2, Township 21 North, Range 17 East, Town of Grand Chute, Outagamie County, Wisconsin, containing 2,687 Square Feet (0.0617 Acres) of land and described as follows:

Commencing at the East  $\frac{1}{4}$  corner of said Section 2;

Thence North  $89^{\circ}40'21''$  West 387.20 feet along the South line of the Fractional NE  $\frac{1}{4}$  of said Section 2 and being coincident with the South line of Lot 1 and 2 of said Certified Survey Map No. 4431;

Thence North  $00^{\circ}00'05''$  East 30.00 feet to the Point of Beginning;

Thence North  $89^{\circ}40'21''$  West 180.98 feet;

Thence Northwesterly 88.94 feet along the arc of a curve to the right having a radius of 370.00 feet and the chord of which bears North  $82^{\circ}47'12''$  West 88.73 feet;

Thence North  $14^{\circ}06'00''$  East 10.00 feet;

Thence Southeasterly 86.54 feet along the arc of a curve to the left having a radius of 360.00 feet and the chord of which bears South  $82^{\circ}47'09''$  East 86.33 feet;

Thence South  $89^{\circ}40'21''$  East 180.92 feet;

Thence South  $00^{\circ}00'05''$  West 10.00 feet to the Point of Beginning.

# EXHIBIT E

## Legal Description for Temporary Limited Easement Steve and Carita Suhonen

**PARCEL: 101006802**

**Owner: Carita and Steve Suhonen**

### **Temporary Limited Easement**

A part of Lot 2 of Certified Survey Map No. 4431, located in and being a part of the Southeast  $\frac{1}{4}$  of the Fractional Northeast  $\frac{1}{4}$  of Section 2, Township 21 North, Range 17 East, Town of Grand Chute, Outagamie County, Wisconsin, containing 2,722 Square Feet (0.0624 Acres of land) and described as follows:

Commencing at the East  $\frac{1}{4}$  corner of said Section 2;

Thence North 89°40'21" West 387.20 feet along the South line of the Fractional NE  $\frac{1}{4}$  of said Section 2 and being coincident with the South line of said Lot 2;

Thence North 00°00'05" East 30.00 feet coincident with the West line of said Lot 2 to the Point of Beginning;

Thence continue North 00°00'05" East 10.00 feet;

Thence South 89°40'21" East 277.20 feet;

Thence South 45°09'52" West 14.10 feet;

Thence North 89°40'21" West 267.20 feet to the Point of Beginning.





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

## MEMORANDUM

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TO: Community and Economic Development Committee

FROM: Matt Rehbein, Economic Development Specialist

DATE: June 14, 2018

RE: Offer to Purchase – Lot 20, Southpoint Commerce Park, Plat 2 – Becknell Industrial, LLC

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The City of Appleton has received an Offer to Purchase from Becknell Industrial, LLC for Lot 20, Southpoint Commerce Park, Plat Number 2, comprised of approximately 14.6 acres, at a price of \$35,000.00 per acre (approximately \$511,000.00). The proposed closing date, per the contract is fifteen (15) days after the end of the feasibility period of up to sixty (60) days.

The proposed use is for a warehousing facility of approximately 200,000 square feet with room for future expansion to accommodate a Fortune 500 company. The estimated construction costs are \$12.5 million, with construction to begin in the fall of 2018.

The offer to purchase was facilitated by a commercial real estate broker, and the City's commission policy provides for commissions of 8% of the purchase price.

Staff Recommendation:

Acceptance of the Offer to Purchase of Lot 20, Southpoint Commerce Park, Plat 2 from Becknell Industrial, LLC for \$35,000.00 per acre, comprised of approximately 14.6 acres, (approximately \$511,000.00) **BE APPROVED.**

# BECKNELL

INDUSTRIAL

June 11, 2018

Mr. Matthew Rehbein  
Economic Development Specialist  
City of Appleton  
100 N Appleton Street  
Appleton, WI 54911

Sent via Electronic Mail: Matthew.Rehbein@appleton.org

Dear Mr. Rehbein:

Becknell Industrial is pleased to present to the City of Appleton the enclosed Purchase and Sale Agreement for approximately 14.60 acres located in Southpoint Commerce Park, commonly referred to as Lot 20 (Parcel ID: 9-5712-20). Becknell is working with a Fortune 500 company to construct a 200,880 square foot, modern, functional warehouse that contains the following characteristics:

- 200,000 SF, expandable by an additional 50,220 SF (refer to the attached site plan)
- 32' clearance height
- Approximately 10,400 SF of office within the Building
- Pre-cast concrete construction
- ESFR sprinkler system
- High-bay LED lighting with motion sensors
- Abundant on-site car and trailer parking

Total investment for the project would exceed \$12.5 million, not including any investment by the tenant in furniture, fixtures and equipment. It is anticipated that construction would commence as early as September, 2018 with a planned completion in May, 2019.

We hope the City of Appleton is as equally excited as we are to start this project and monetize its investment in the land and infrastructure.

Please feel free to reach out with any questions.

Sincerely,

Becknell Industrial



Derek Hawkins  
Vice President – Investments



Cc: Scott Furmanski, CBRE

Enclosures

- Site Plan
- Purchase and Sale Agreement

## CONTRACT FOR SALE OF REAL ESTATE

THIS CONTRACT FOR SALE OF REAL ESTATE (the "Contract") is made and entered into as of the \_\_\_\_ day of June, 2018, by and between the CITY OF APPLETON (hereinafter referred to as "Seller"), and BECKNELL INDUSTRIAL LLC, a Delaware limited liability company (hereinafter referred to as "Buyer").

WITNESSETH:

WHEREAS, Seller is the owner of certain real estate consisting of approximately 14.6 acres and known as Lot 20 of Southpoint Commerce Park, Plat No. 2 in Appleton, Wisconsin, Parcel ID #31-9-5712-20, as more particularly shown in the attached Exhibit "A", together with all improvements and appurtenances (the "Real Estate"); and,

WHEREAS, Seller is desirous of selling the Real Estate to Buyer, and Buyer is desirous of purchasing the same; and,

WHEREAS, the parties have agreed upon the terms and conditions relating to the sale and purchase of the Real Estate and wish to reflect their agreement in writing;

NOW THEREFORE, it is agreed by and between the parties as follows:

1. COVENANT OF SALE AND PURCHASE. Seller agrees to sell and Buyer agrees to purchase the Real Estate upon the terms set forth in this Contract.

2. PURCHASE PRICE. The gross purchase price ("Purchase Price") of said Real Estate, including all improvements and fixtures located thereon, shall be the sum of Thirty-Five Thousand and No/100 Dollars (\$35,000.00) per acre. The Purchase Price shall be based on the final acreage determined by the Survey, rounded to the nearest one-hundredth (100<sup>th</sup>) of an acre, and shall be paid in the following manner:

(a) within five (5) business days of the execution of this Contract, Buyer shall pay Twenty-Five Thousand and No/100 Dollars (\$25,000.00) as earnest money (the "Earnest Money") into escrow with Chicago Title Insurance Company Attention: Lia Albizo Sr. Commercial Escrow Officer 2828 Routh Street, Suite 800 Dallas, Texas 75201, Telephone: 214-965-1613, Telecopy: 214-965-1627, email address: lia.albizo@CTT.com (the "Escrow Agent"); and,

(b) the balance shall be paid to Seller at Closing by wire transfer, or such other form acceptable to Seller, less various credits and prorations as set forth in this Contract.

3. FEASIBILITY PERIOD. Buyer shall have sixty (60) days from the date of this Contract within which Buyer may conduct its due diligence evaluation (the "Feasibility



Period"). Buyer shall have the right to conduct such environmental studies (including but not limited to any new or updated Environmental Site Assessment, in form and substance satisfactory to Buyer), property condition and inspection reports, and such other investigations or inspections as Buyer in its discretion may deem advisable. On or before the date the Feasibility Period expires Buyer shall notify Seller by written notice to Seller and Escrow Agent that: (i) Buyer is satisfied with the results of its investigations during the Feasibility Period, waives the Feasibility Period condition in which case the Feasibility Period condition shall be satisfied and this Contract shall remain in full force and effect; or (ii) Buyer disapproves of the results of the Feasibility Period and/or investigations of the Real Estate for any reason or no reason whatsoever in Buyer's sole discretion and elects to terminate this Contract, in which latter event this Contract shall be null and void and neither party shall have any further liability or obligation hereunder except for those matters specified herein to survive any termination of this Contract, and Escrow Agent shall refund to Buyer the Earnest Money without the need of a separate release from Seller.

The Buyer and Buyer's agent, contractors, professional consultants and employees shall have the right to enter upon any part of the Real Estate for the purpose of conducting any of such studies. Seller agrees to cooperate with Buyer in obtaining all necessary governmental approvals. Buyer shall return the Real Estate to its original condition after any study or inspection is completed. Buyer's failure to timely approve, waive or disapprove the results of its investigations of the Real Estate during the Feasibility Period pursuant to the terms of this Section 3 (Feasibility Period) shall be deemed a termination of the Contract in which event this Contract shall be null and void and neither party shall have any further liability or obligation hereunder except for those matters specified herein to survive any termination of this Contract, and Escrow Agent shall refund to Buyer the Earnest Money without the need of a separate release from Seller. The entire amount of the Earnest Money shall apply to the Purchase Price at Closing, should Closing occur.

4. REPRESENTATIONS AND WARRANTIES OF SELLER. The Seller represents and warrants to the Buyer as follows:

(a) To the best of Seller's actual knowledge, the Real Estate is in compliance with all applicable laws and all easements, licenses, covenants and other restrictions affecting the Real Estate in all material respect, and that Seller has not received any notice of, nor has any knowledge of, zoning or building violations.

(b) The Seller holds and will convey to the Buyer good and marketable fee simple title to the Real Estate which is and will be insurable by Escrow Agent at regular rates. As of the date of Closing, there will be no agreements in effect relating to the sale of any portion of the Real Estate by or to any other person or entity, no other person or entity will have the right to use any portion of the Real Estate and there will be no tenants in possession.

(c) Seller has not generated, stored, released, discharged, or disposed of hazardous substances or wastes from or on the Real Estate during the period of Seller's ownership in violation of law, and, to the best of Seller's knowledge, no hazardous substances or wastes have been generated, stored, released, discharged or disposed of from or on the Real Estate during the period of Seller's ownership in violation of law. As used in this Contract, the terms "Hazardous Substances" and "Hazardous Wastes" shall have the meanings set forth in the Comprehensive Environmental Response, Compensation and Liability Act, as amended, and the regulations thereunder, the Resource Conservation and Recovery Act, as amended, and the regulations thereunder, and the Federal Clean Water Act, as amended, and the regulations thereunder, and such terms shall also include asbestos, petroleum products, radioactive materials and any regulated substances under any Federal, State or local environmental law, regulation or ordinance.

(d) There are no suits, claims, foreclosure proceedings, landlord-tenant disputes, property tax protests, or zoning proceedings that are pending or, to Seller's actual knowledge, threatened with respect to or in any manner affecting the Real Estate.

(e) Other than this Contract, Seller has not and will not enter into any written or oral agreement, installment land contract, lease option, or option under that Seller is or could become obligated to sell all or any portion of the Real Estate to a third party or to any affiliate of Seller.

(f) Seller has not intentionally withheld from Buyer any material information with respect to the Real Estate.

(g) To Seller's knowledge, the information contained in the materials provided by Seller is accurate in all material respects and not misleading in any material respect.

(h) Neither Seller nor any holder of an interest in Seller is a "party in interest" to any employee benefit plans, and the Real Estate is not an asset of an employee benefit plan covered under Part 4 of Title 1 of the Employee Retirement Income Security Act of 1974, as amended (ERISA), or as defined in Section 4975(e)(1) of the Internal Revenue Code of 1986, as amended. For purposes of the foregoing, the term "party in interest" shall have the meaning assigned to such term in Section 3(14) of ERISA.

(i) Seller's representations, warranties and covenants described in this Contract will be deemed effective at all times from the date hereof to the Closing Date. Seller's representations, warranties, covenants, and indemnities described in this Contract will survive the Closing, conveyance of the Real Estate to Buyer, and the delivery and recordation of the deed.

(j) Any reference to Seller's knowledge in this Contract shall include the knowledge of Seller's principals, directors, officers, members, managers, partners, agents, and employees.

5. DELIVERIES BY THE SELLER. Within ten (10) days of the date of this Contract, Seller shall deliver to Buyer a copy of its most current Phase I environmental report, and copies of any surveys, blueprints, reports, studies, tests, proformas, title documentation, covenants and restrictions, incentive proposals, governmental approvals or notices, written leases, and any service, maintenance and other agreements related to the Real Estate which Seller has in its possession and may be relevant to Buyer's review of the Real Estate.

6. CLOSING. Closing ("Closing") shall occur within fifteen (15) days after the expiration or earlier termination of the Feasibility Period ("Closing Date"). Upon payment of the Purchase Price in full, less usual and customary credits, Seller shall deliver title to the Real Estate to Buyer.

7. POSSESSION. Possession of the Real Estate shall be delivered on the Closing Date, free of any leases or tenants in possession.

8. STAMP TAX AND REAL ESTATE TRANSFER DECLARATION. Seller shall pay the amount of any transfer tax imposed by law on the transfer of title and shall furnish a completed real estate transfer declaration signed by Seller or the Seller's agent in the form required law, if any.

9. TAXES AND ASSESSMENTS. Real estate taxes due and payable up to the Closing Date and possession shall be Seller's expense. Real Estate taxes for the current year shall be prorated based on the actual acreage being purchased by Buyer and calculated using the most current tax information, including confirmed multipliers. All special assessments which are a lien upon the real estate as of Closing shall be Seller's expense. All such taxes and special assessments shall constitute a credit to Buyer against the Purchase Price, and shall release Seller from any further liability to Buyer in connection therewith.

The parties agree that Seller shall be solely responsible for the liability and payment of any and all rollback or similar type taxes attributable to the Real Estate, which obligation shall survive Closing and the delivery of the deed.

10. DEED OF CONVEYANCE. On or before Closing, Seller shall execute a recordable special or limited warranty deed sufficient to convey the Real Estate to Buyer or its nominee, in fee simple absolute, subject only to the Permitted Exceptions (as defined hereunder), to be held by Seller's attorney or the Escrow Agent, and delivered to Buyer at Closing upon Buyer's compliance with the terms of this Contract.

11. TITLE / SURVEY. (a) Within fifteen (15) days of the date hereof, Buyer shall use commercially reasonable efforts to obtain, at Seller's expense, a preliminary title report or title commitment for an ALTA extended owner's policy of title insurance and complete and legible copies of all instruments and documents referred to as exceptions to title or as title requirements ("Report"). The Report shall be issued by Escrow Agent in the full amount of the Price, showing fee simple title to the Real Estate in the name of Buyer and dated with an effective date after the date hereof. Seller agrees to provide at Closing an ALTA, or other affidavit, that may be required by the Escrow Agent in order to insure over the general exceptions. Buyer may coordinate and obtain an updated or new ALTA/ACSM Land Title Survey of the Property prepared by a registered land surveyor licensed in the State of Wisconsin, dated not earlier than the date hereof, made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys, which Survey may show the boundary of the Real Estate and the location of all improvements, encroachments, easements, conditions, restrictions and other matters affecting title capable of being located by the Survey so as to permit the title insurance company to issue its title policies without survey, boundary or encroachment exceptions ("Survey"). Buyer shall pay for the costs of the Survey.

(b) Buyer's obligation to close and consummate the purchase of the Real Estate is subject to Buyer's approval of the Report and the Survey and all matters revealed by the Report or the Survey. Buyer may, prior to the expiration of the Feasibility Period, advise Seller in writing either that: (i) the condition of title to the Real Estate is unacceptable; or (ii) Buyer objects to any easements, liens, encumbrances, exclusions, exceptions, or other items or requirements contained in the Report or Survey ("Buyer Objections"). All Buyer Objections may be made in Buyer's sole discretion. The date by which Buyer Objections must be made will be referred to as the "Title Review Date." Those title exceptions that are deemed hereunder to be accepted by Buyer, or that Buyer otherwise accepts in writing, but excluding those exceptions to title, if any, which Seller commits to discharge at or before Closing, are collectively referred to in this Contract as the "Permitted Exceptions."

(c) If Escrow Agent updates, adds to, or amends the Report (by endorsement, amendment, or otherwise) as a result of any new matters or facts known or revealed to Escrow Agent (including any new matters or facts shown on the Survey) after the expiration of the Feasibility Period, Buyer will have until ten (10) business days following its receipt of the amended Report (including legible and complete copies of all new exceptions or requirements to title) to notify Seller in writing of Buyer Objections to any new exception or requirement, and exercise its rights under subsection (d) below, including its rights in (d) (i), (ii) or (iii) below.

(d) If Buyer has not notified Seller and Escrow Agent of Buyer Objections on or before the Title Review Date, Buyer will be deemed to have approved the condition of title as shown by the Report or amended Report, as applicable subject to any new matters

and the provisions of subsection (c) above. If Buyer Objections are made on or before the Title Review Date, Seller shall attempt to cure Buyer Objections within ten (10) business days from Seller's receipt of Buyer Objections, unless any such objections may be removed by the payment of money at the time of Closing, in which case Seller may so cure at that time by using the funds to be paid upon the delivery of the deed. If Seller is unable or unwilling to cure any Buyer Objections within this period of time, Seller must send written notice to Buyer specifying which Buyer Objections Seller is unable or unwilling to cure prior to the expiration of such ten (10) business day period. Any failure by Seller to notify Buyer in writing that Seller is unable or unwilling to cure any Buyer Objections within said ten (10) business day period shall be deemed an election by Seller that it is unwilling to cure. Buyer, within five (5) business days after Buyer's receipt of written notice from Seller of its inability or unwillingness to cure any one or more Buyer Objections, or the date that Seller is deemed to have elected that it is unwilling to cure any one or more Buyer Objections, may elect, by delivering written notice to Seller and Escrow Agent, to either: (i) proceed with the purchase and sale of the Real Estate; (ii) cancel this Contract; (iii) or allow Seller more time to attempt to cure, not to exceed an additional fifteen (15) days. If Buyer exercises its cancellation remedy under subparagraph 11(d)(ii) above, all Earnest Money must be refunded immediately by Escrow Agent to Buyer, and neither Seller nor Buyer will have any further liability or obligation under this Contract. If Seller is unable to cure during any extended period, then Buyer may proceed with written notice under either subparagraph 11(d)(i) or 11(d)(ii). Failure of Buyer to give the written notice in this Paragraph 11(d) will be deemed an election by Buyer to cancel under subparagraph 11(d)(ii). Notwithstanding the foregoing, at Closing, Seller shall be required at its sole cost and expense (A) to satisfy all mortgages or deeds of trust encumbering the Real Estate, (B) to satisfy all liens affecting the Real Estate created by, through, or under Seller, (C) to satisfy, insure over or bond around all mechanic's, materialmen's and supplier liens created by, through and under Seller, and (D) to pay any taxes and assessments affecting the Real Estate that are due and payable at or prior to the Closing Date, regardless of whether such items described in (A), (B), (C), or (D) above are included in Buyer Objections. Notwithstanding anything in this Contract to the contrary, in the event that Seller fails to cure or satisfy any of the mortgages, liens, taxes, assessments, or other monetary items as required to be satisfied pursuant to the preceding sentence, Buyer may, without limiting any of Buyer's other rights or remedies under this Contract, pay such amounts as are necessary to satisfy or cure such encumbrances and credit against the Purchase Price all amounts expended by Buyer to cure such encumbrances.

(e) Buyer and Seller agree that, if applicable, the Closing Date will be extended automatically beyond the date established in Section 6 to a date that is three (3) business days following the later of: (i) the time period described in paragraph 11(c) for Buyer's review of any amended Report, if Buyer has not or does not object to any new exception or requirement contained in any amended Report; or (ii) the time period described in



paragraph 11(d) for Seller's curing of Buyer Objections, if Buyer has objected to any new exception or requirement contained in any amended Report.

12. CONDITION OF REAL ESTATE PRIOR TO CLOSING. Seller shall maintain the Real Estate free from waste and neglect and in good order and repair shall keep and perform, or cause to be performed all obligations required of Seller with respect to the Real Estate, as required by law, under any mortgage or otherwise. Seller shall tender possession of the Real Estate in the same condition the Real Estate is in as of the date hereof, except for ordinary wear and tear.

13. DEFAULT. If Buyer fails to make any payment or to perform any obligation imposed on it by this Contract, Seller may serve written notice of default upon Buyer and if such default is not corrected within ten (10) days thereafter, this Contract shall terminate and Seller may retain the Earnest Money as liquidated damages and its exclusive remedy, the parties acknowledging that, in the event of Buyer's breach of this Contract, damages would be difficult, if not impossible to ascertain. In the event of failure of Seller to perform the obligations imposed upon it by this Contract, Buyer may terminate this Contract upon similar notice served upon Seller and similar expiration of time period, and if such default is not corrected within ten (10) days thereafter, then Buyer, at Buyer's election, may elect to either: (i) cancel this Escrow and the Contract in the manner established in the Contract and receive a refund of the Earnest Money, in which case Seller shall also pay to Buyer all actual out-of-pocket expenses incurred by Buyer in connection with this transaction, or (ii) waive such breach and proceed to Closing subject to such breach, or (iii) enforce the specific performance of this Contract. Notwithstanding the foregoing, in the event that the remedy of specific performance cannot be obtained because Seller has conveyed or mortgaged an interest in the Real Estate to a third party, Buyer shall be entitled to obtain its actual (but not consequential or punitive) damages incurred as a result of such default, including but not limited to Buyer's actual out-of-pocket expenses incurred in connection with this transaction, and, in the event of a sale to a third party, direct damages equal to the difference between the Purchase Price herein and the purchase price of the sale to the third party.

14. RESPA. The parties hereto shall comply with the Real Estate Settlement Procedures Act of 1974 (RESPA) if applicable and shall promptly furnish all information and execute all documents required for such compliance.

15. CONSTRUCTION. The language used in this Contract shall be deemed to be the language approved by all parties to the Contract to express their mutual intent and no rule of strict construction shall be applied against any party.

16. GOVERNING LAW. This Contract shall be construed and interpreted in accordance with the laws where the Real Estate is located.

17. ATTORNEYS FEES. Default by any party to the Contract shall entitle the non-defaulting party to claim as damage all reasonable costs, attorneys' fees and expenses incurred in connection with enforcement of the Contract.

18. MERGER. All offers, acceptances, oral representations, agreements and writings between the parties heretofore made are merged herein and shall be of no force or effect unless contained in this Contract.

19. COUNTERPARTS. This Contract may be executed in any number of counterparts which together shall constitute the contract of the parties.

20. NOTICES. All notices provided or permitted to be given under this Contract must be in writing and may be served by hand delivery to the party to be notified, with written receipt; by depositing same in a United States Postal Service depository, addressed to the party to be notified, postage prepaid and registered or certified with return receipt requested; by delivering to the party to be notified by a nationally-recognized, overnight delivery service (e.g., Federal Express); by facsimile copy transmission during normal business hours with a confirmation copy delivered by another method permitted under this Section; or by electronic mail addressed to the electronic mail address set forth below for the party to be notified with a confirmation copy delivered by another method permitted under this Section. Notice given in accordance herewith for all permitted forms of notice other than by electronic mail, shall be effective upon the earlier to occur of actual delivery to the address of the addressee or refusal of receipt by the addressee. Notice given by electronic mail in accordance herewith shall be effective upon the entrance of such electronic mail into the information processing system designated by the recipient's electronic mail address. Except for facsimile and electronic mail notices as described above, no notice hereunder shall be effective if sent or delivered by electronic means. Any notices may be given by the counsel for the party giving such notice, and such notice shall be deemed as having been given by such party. For purposes of notice, the addresses of the parties shall be as follows (or such other addresses as the parties may specify from time to time in accordance with this Section):

If to Seller, to:                      City of Appleton  
   100 N. Appleton Street  
   Appleton, WI 54911  
   Attn: Matt Rehbein  
   Telecopy: 920-832-5994  
   Email Address: Matthew.Rehbein@Appleton.org

With a copy to:                      \_\_\_\_\_  
   \_\_\_\_\_  
   \_\_\_\_\_

---

If to Buyer, to: Becknell Industrial LLC  
4242 South 1st Avenue, Suite D  
Lyons, IL 60534  
Attention: Mark Shapland  
Telephone: 708-443-9300  
Telecopy: 708-443-9301  
Email Address: mshapland@becknellindustrial.com

With a copy to: Harrington & Tock LLC  
201 W. Springfield Avenue, Suite 601  
Champaign, IL 61820  
Attention: Patrick E. Harrington  
Telephone: 217-352-4167  
Telecopy: 217-352-8707  
Email Address: pharrington@harringtontock.com

21. TIME IS ESSENCE AND EXTENSION OF LIABILITIES. Time is the essence of the Contract, and all the agreements contained herein shall be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto. The time for the performance of any obligation or the taking of any action under this Contract will be deemed to expire at 6:00 p.m. (central time) on the last day of the applicable time period established in this Contract, unless such last day falls on a Saturday, Sunday, federal, Illinois legal holiday or any day in which the New York Stock Exchange is closed, in which case such period shall automatically extend to the next business day. In calculating any time period in this Contract that commences upon the receipt of any notice, request, demand, or document, or upon the happening of an event, the date that the notice, request, demand, or document is deemed received, as determined above, or the date an event occurs (or is deemed to have occurred) is not included with the applicable time period, but the applicable time period will commence on the day immediately following.

22. ASSIGNMENT. This Contract shall be binding upon, and inure to the benefit of, Seller and Buyer and their respective successors and assigns. Neither party shall have the right to assign this Contract without the prior written consent of the other party, not to be unreasonably withheld, provided, however, that Buyer shall have the unconditional right to assign this Contract to any affiliated business entity without Seller's consent, and, in the event of such assignment of this Contract, the assignee shall be substituted in all respects instead of and to the exclusion of the Buyer.

23. BROKERS AND DISCLOSURE. Each of the Seller and the Buyer represents and warrants to the other that it has not employed, been represented by or otherwise dealt with any real estate agent, broker or finder in connection with the sale and purchase

of the Real Estate other than CBRE, Inc. (the "Broker"), and that any commissions, fees or other compensation owed to Broker in connection with the sale and purchase of the Real Estate shall be paid by Seller who is liable for payment of such compensation. Seller and Buyer agree to indemnify, defend and hold the other harmless from and against any and all claims, damages, losses, liabilities, costs and expenses (including without limitation reasonable attorneys' fees and court costs) arising out of or in connection with any breach of the foregoing representation and warranty.

24. FACSIMILE SIGNATURES. Handwritten signatures to this Contract transmitted by telecopy or electronic transmission (for example, through use of a Portable Document Format or "PDF" file) shall be valid and effective to bind the party so signing. Each party agrees to promptly deliver to the other party an executed original of this Contract with its actual signature, but a failure to do so shall not affect the enforceability of this Contract, it being expressly agreed that each party to this Contract shall be bound by its own telecopied or electronically transmitted handwritten signature and shall accept the telecopied or electronically transmitted handwritten signature of the other party to this Contract.

25. ANTI-TERRORISM LAW. As used herein, "Anti-Terrorism Law" is defined as any law relating to terrorism, anti-terrorism, money-laundering or anti-money laundering activities, including Executive Order No. 13224 and Title 3 of the USA Patriot Act. As used herein "Executive Order No. 13224" is defined as Executive Order No. 13224 on Terrorist Financing effective September 24, 2001, and relating to "Blocking Property and Prohibiting Transactions With Persons Who Commit, or Support Terrorism." "Prohibited Person" is defined as (i) a person or entity that is listed in the Annex to Executive Order 13224; (ii) a person or entity with whom Seller or Buyer is prohibited from dealing or otherwise engaging in any transaction by any Anti-Terrorism Law; or (iii) a person or entity that is named as a "specially designated national and blocked person" on the most current list published by the U.S. Treasury Department Office of Foreign Assets Control at its official website, <http://www.treas.gov/ofac/t11sdn.pdf> or at any replacement website or other official publication of such list. "USA Patriot Act" is defined as the "Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001" (Public Law 107-56). Seller and Buyer hereby represent and warrant that to the best of their knowledge, they are not:

- (a) in violation of any Anti-Terrorism Law;
- (b) conducting any business or engaging in any transaction or dealing with any Prohibited Person, including the making or receiving of any contribution of funds, goods or services to or for the benefit of any Prohibited Person;
- (c) dealing in, or otherwise engaging in any transaction relating to, any property or interest in property blocked pursuant to Executive Order No. 13224;

(d) engaging in or conspiring to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate any of the prohibitions set forth in any Anti-Terrorism Law; or

(e) a Prohibited Person, nor are any of its partners, members, managers, officers or directors a Prohibited Person.

26. MISCELLANEOUS CLOSING COSTS. Seller and Buyer each will pay one-half (1/2) of the escrow fees. The cost of the owner's title policy with extended coverage shall be paid by Seller, and the Survey shall be paid by Buyer. All costs of recording shall be the responsibility of Buyer. All other charges, costs and expenses are to be allocated between Seller and Buyer in the manner contemplated by this Contract or, if not dealt with under this Contract, according to the custom and practice of Escrow Agent. Each party agrees to pay its own attorneys' fees. All prorations that are required to be made under this Contract will be made on the basis of a three hundred sixty-five (365) day year, with Seller being responsible for the payment of all prorations prior to and including the Closing Date, and with Buyer being responsible for the payment of all prorations after the Closing Date.

27. CONDEMNATION AND CASUALTY. In the event of any casualty to the Real Estate prior to Closing, or in the event that notice of any action, suit or proceeding shall be given prior to the Closing for the purpose of any taking of the Real Estate, or any portion thereof, (including, without limitation, any parking areas, driveways, access or other common areas), Buyer shall have the right to terminate its obligations hereunder, upon which the Escrow Agent will promptly return the Earnest Money to Buyer and neither party shall have any further obligation or responsibility to the other to perform under the Contract. In the event Buyer shall not elect to terminate its obligations hereunder, if Buyer purchases the Real Estate, all insurance proceeds payable on account of the casualty shall be assigned and belong to Buyer (plus the amount of any deductible under Seller's insurance policy shall be credited to Buyer at Closing), or the case of a taking, all taking proceeds (or proceeds from any sale or transfer in lieu thereof) shall be assigned and belong to Buyer.

28. CONFIDENTIALITY. Seller shall keep confidential and not disclose to any person or entity the identity of the potential tenant of the Real Estate, unless, in each case, the information shall have been made public (other than by Seller) or Seller (i) shall be expressly authorized to disclose such information pursuant to this Contract, (ii) shall be required to disclose such information pursuant to law, or (iii) shall have received Buyer's prior written consent.

29. WAIVER OF JURY TRIAL. EACH PARTY HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS CONTRACT. EACH PARTY ACKNOWLEDGES THAT



THIS WAIVER IS A MATERIAL CONSIDERATION AND INDUCEMENT TO THE EXECUTION OF THIS CONTRACT, AND CONSTITUTES A KNOWING AND VOLUNTARY WAIVER.

*(Signatures on following page)*

**SELLER:**

CITY OF APPLETON

By: \_\_\_\_\_

Its: \_\_\_\_\_

**BUYER:**

BECKNELL INDUSTRIAL LLC,  
a Delaware limited liability company

By: Mark Shyn

Its: C.O.O.

**Exhibit "A"**

PART OF LOT 4 OF CERTIFIED SURVEY MAP NO. 2284 AND PART OF THE SW 1/4 OF THE NE 1/4, THE NE 1/4 OF THE SW 1/4, THE SE 1/4 OF THE NW 1/4 AND THE SE 1/4 OF THE SW 1/4, IN SECTION 4, TOWNSHIP 20 NORTH, RANGE 18 EAST, CITY OF APPLETON, CALUMET COUNTY, WISCONSIN.

## SURVEYORS CERTIFICATE

That such plat is a correct representation of all exterior boundaries of the land surveyed and the subdivision thereof made

That I have fully complied with the provisions of Chapter 236-34 of the Wisconsin Statutes and the City of Appleton subdivision ordinance in surveying, dividing and marking the same.

Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_, 2005

Thomas M. Kromm, Wisconsin Registered Land Surveyor No. S-2062

**Unplatted lands owned by divider**

CURVE NO.	RAIL WEIGHT (lb/yd)	RAIL LENGTH (ft)	CHORD ANGLE (deg)	CHORD LENGTH (ft)	CHORD BEARING (deg)	TANGENT BEARING (deg)
1-2	41.00	511.07	064.9352°	510.7°	N 71.2551° E	N 60.0335° E
3-4	41.00	453.08	44.7307°	453.08°	N 15.9035° E	N 4.7434° E
5-6	41.00	489.68	31.0623°	483.45°	N 15.9035° E	N 31.2460° E
7-8	41.00	489.68	28.9235°	441.44°	N 20.2238° E	N 15.9249° E
LOT 14	88.00	461.51	02.9025°	453.08°	N 29.9901° S	N 31.2549° E
LOT 15	88.00	461.51	02.9025°	453.08°	S 29.9901° S	N 31.2549° E

### CURVE TABLE

**STREET AREA = 232,825 SQ. FT.**

ALL DIMENSIONS ARE MEASURED AND COMPUTED TO THE NEAREST 0.01 FOOT.  
ALL ANGLES AND BEARINGS ARE MEASURED AND COMPUTED TO THE NEAREST SECOND.

STREET  
TYPICAL BUILDING SETBACK  
40' AT FRONT, 25' SIDE AND REAR  
(50' REAR YARD AND SIDE YARD IF ABUTTING  
A RESIDENTIALLY-ZONED DISTRICT)

- ① OUTLOT 1 IS A DETENTION POND AND IS NOT A BUILDABLE LOT AND SHALL REMAIN THE PROPERTY OF THE CITY OF APPLETON.
- ② A 27' WIDE UTILITY EASEMENT IS GRANTED WITH THIS PLAT ACROSS LOTS 18 AND 19 AS SHOWN.
- ③ THE EXISTING UTILITY EASEMENTS SHOWN ACROSS THE NLY PART OF LOTS 16-19 AND THE SLY PART OF LOTS 16-19 ARE THE SAME AS SHOWN ON THE PREVIOUS PLAT. THE RECORD DOCUMENTS REGARDING A VOL. F ON PG. 556, VOL. F ON PG. 158, VOL. F ON PG. 370, VOL. F ON PG. 600, A-150 AND VOL. F ON PG. 556.

**CITY OF APPLETON**  
**DEPARTMENT OF PUBLIC WORKS**

Engineering Division  
100 North Appleton Street  
Appleton, WI 54911  
(920) 832-6474  
FAX (920) 832-6489  
THIS INSTRUMENT DR

THIS INSTRUMENT DRAFTED BY: T. KROMM



# Southpoint Commerce Park Appleton, Wisconsin

Legend

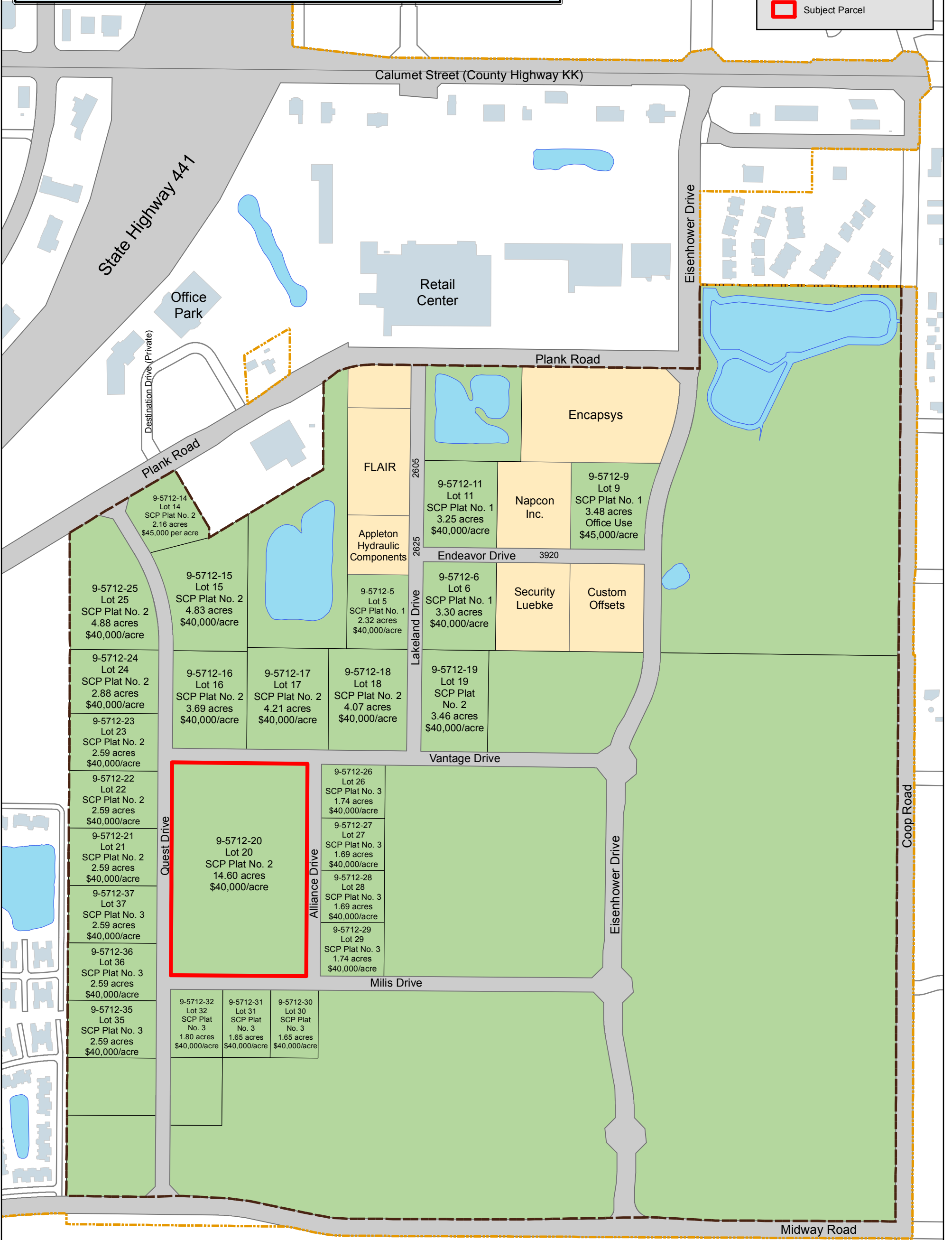
For Sale (City Owned)

Privately Owned Parcels

City Limits

Park Boundary

Subject Parcel



0 250 500 1,000 Feet



LOT  
14.6 AC

QUEST DRIVE

VANTAGE DRIVE

ALLIANCE DRIVE

MILLS DRIVE



NOTES:

- WETLAND PRESENT ON SITE TO BE REMOVED SINCE AREA IS LESS THAN 0.1ACRES. SEE WETLAND REPORT FOR LOCATION.
- ALL SIDES OF SITE TO BE TREATED AS FRONTAGE WITH 40' SETBACK REQUIRED. VARIANCE FROM CODE TO BE REQUESTED TO ALLOW PARKED TRAILERS ON THE WEST SIDE AND LESS LANDSCAPING REQUIREMENTS.

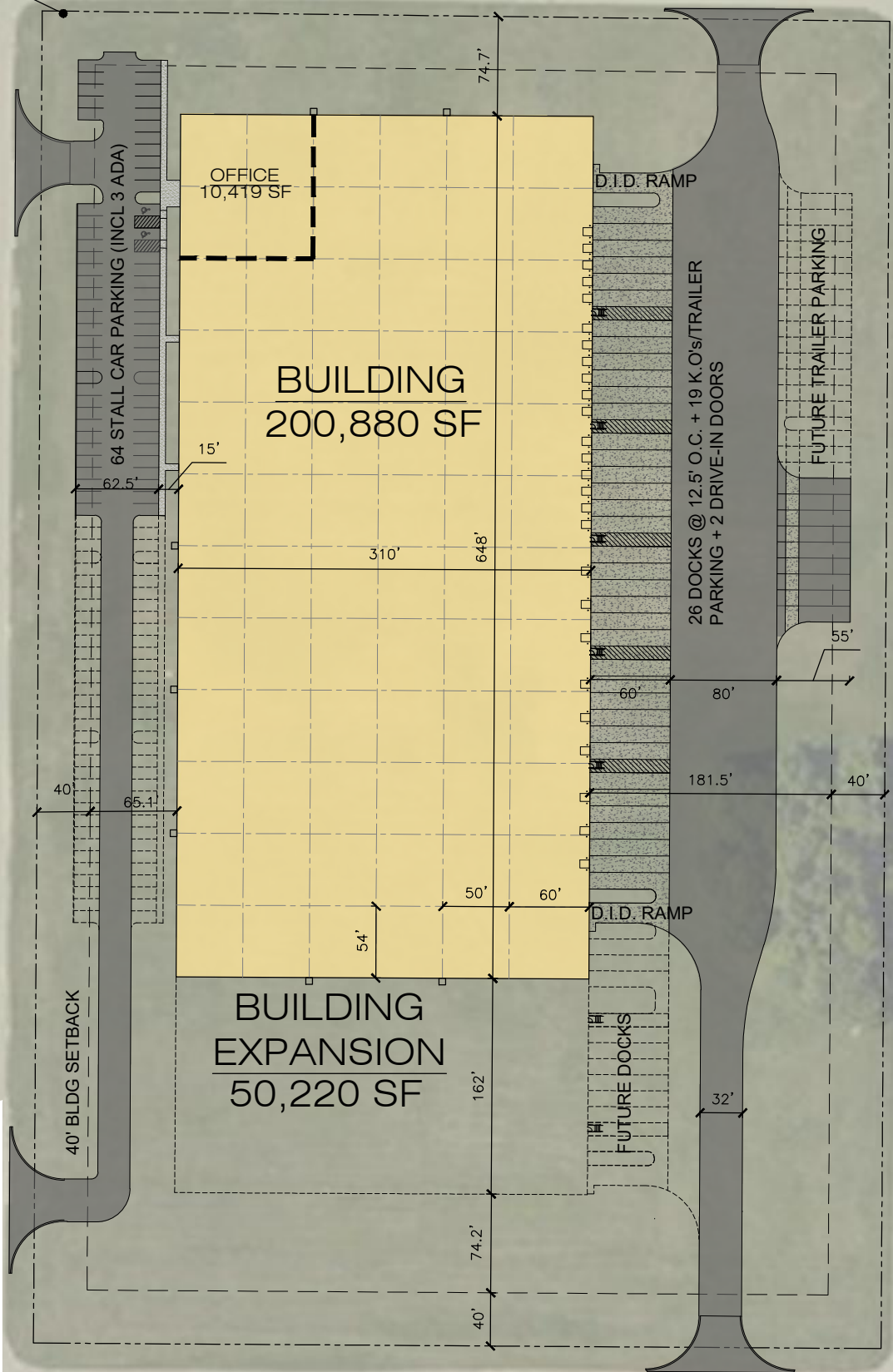
**BECKNELL**  
INDUSTRIAL

LOCATION: 100 N. APPLETON ST  
APPLETON, WI 54911

**SITE PLAN EXHIBIT**

DATE: 03-28-18

SCALE: 1"=120'





# MEMORANDUM

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

TO: Community and Economic Development Committee  
FROM: Nikki Gerhard, Community Development Specialist  
DATE: June 13, 2018  
RE: 2017 Consolidated Annual Performance and Evaluation Report (CAPER)

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The City of Appleton has prepared its 2017 Consolidated Annual Performance and Evaluation Report (CAPER) as required by the U.S. Department of Housing and Urban Development (HUD). The CAPER discusses Community Development Block Grant (CDBG) activities undertaken by the City of Appleton during the 2017 Program Year (April 1, 2017-March 31, 2018).

The CAPER was available May 7 - June 6, 2018, for public comment. No comments were received.

Comments on the CAPER will also be accepted during a public hearing that will be held during the June 13, 2018, CEDC meeting. The primary function of this hearing is to obtain citizen comments on the submission.

The City considers all public input received before preparing its final submission, in addition to providing HUD with a summary of such comments as they relate to the 2017 CAPER. The CAPER is due to HUD by June 29, 2018.

A copy of the CAPER may be found online at [www.appleton.org](http://www.appleton.org) on the CDBG Program page or a copy is available for viewing at the fifth floor Customer Service area at City Hall.

Staff requests that CEDC approve the 2017 CAPER.

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



# Fourth Program Year CAPER (2017)

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

## GOALS & OUTCOMES (CR-05)

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

The primary goal of the City of Appleton's Community Development Block Grant (CDBG) program is to develop a viable urban community through *the provision of decent housing, suitable living environments, and economic opportunities, namely for low- and moderate-income persons*. Although rehabilitation of affordable housing has traditionally been the largest, single use of CDBG funds in Appleton, the program also assisted agencies who provided public services and improved public facilities for lower-income populations.

The City of Appleton's CDBG entitlement award for the 2017 program year, operating April 1, 2017, through March 31, 2018, was \$550,037. Requests for funding totaled \$553,319; approximately a 1:1 ratio for distribution. The resulting 2017 CDBG awarded programs all addressed priority needs from the 2015-2019 Consolidated Plan and approximately 87 percent of the funding benefited low- to moderate-income individuals and families.

**The City of Appleton's Homeowner Rehabilitation Loan Program-** provided financial and related technical assistance for low- to moderate-income homeowners in the City of Appleton for the rehabilitation of 28 properties- four assisted through a combination of HOME and Lead Hazard funds, and 24 through CDBG funding.

**The City of Appleton's Neighborhood Grant Program-** *developed bonds and strengthened communications between City Hall and Appleton neighborhoods* through a local senior center, which received funding to significantly upgrade the facility and serve approximately 469 individuals.

**Appleton Housing Authority-** *while promoting quality affordable housing for all residents of the City of Appleton*, seven households received rehabilitation assistance, eight first-time homebuyers received assistance with down payment and closing costs, and 37 households received home-buyer counseling.

**Fox Valley Warming Shelter-** offered shelter and basic necessities to 561 individuals experiencing

homelessness, totaling 19,630 shelter nights, in 2017.

**Harbor House-** led a community-wide partnership in the prevention of domestic violence and abuse and offered safety and support to 125 diverse households in crisis.

**Homeless Connections-** provided shelter and case management to 210 individuals and families, and connected them to resources that promoted self-sufficiency and prevented future episodes of homelessness.

**LEAVEN, Inc.-** through the provision of financial assistance, referrals, and case management, 64 households on the brink of homelessness were stabilized and empowered to address their near-term and long-term basic needs.

**Metropolitan Milwaukee Fair Housing Council-** promoted fair housing and provided services to 1,322 recipients, including fair housing education and outreach for consumers and providers, social service agencies, and community-based organizations; complaint intake and counseling; and technical assistance.

**Mooring Programs-** served 209 men- for a total of 11,495 days- providing treatment needed to help in the recovery from alcohol, drug, and chemical dependency.

**National Alliance on Mental Illness Fox Valley (NAMI)-** through their Iris Place Peer Run Respite program, provided mental health peer support and resource connection to 139 individuals experiencing emotional distress or crisis.

**Salvation Army of the Fox Cities-** upgraded a local food pantry facility to ensure safety, accessibility, and code compliance for 5,555 individuals served in the Appleton community.

**STEP Industries-** offered hope to 369 individuals (83 City of Appleton) recovering alcoholics, chemical dependents and co-dependents by providing job readiness training, vocational skills, and residential living programs.

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

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
Acquisition-new housing	Affordable Housing	CDBG: \$	Homeowner Housing Added	Household Housing Unit	15	6	40.00%	0	0	0.00%

Acquisition - new housing	Affordable Housing	CDBG: \$	Homeowner Housing Rehabilitated	Household Housing Unit	0	0		0	0	
Admin	Admin	CDBG: \$	Other	Other	1	1	100.00%			
Homebuyer assistance	Affordable Housing	CDBG: \$	Public service activities for Low/Mod Income Housing Benefit	Households Assisted	40	40	100.00%	40	40	100.00%
Homebuyer assistance	Affordable Housing	CDBG: \$	Direct Financial Assistance to Homebuyers	Households Assisted	40	13	32.50%	4	8	200.00%
Improve & maintain housing stock	Affordable Housing Non-Homeless Special Needs	CDBG: \$	Homeowner Housing Rehabilitated	Household Housing Unit	181	118	65.19%	30	35	116.67%
Neighborhood revitalization	Non-Housing Community Develop.	CDBG: \$	Public Facility/ Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	10000	0	0.00%	4000	0	0.00%
Public facilities improvement and maintenance	Non-Housing Community Develop.	CDBG: \$	Public Facility/ Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	900	6860	762.22%	6500	6024	92.68%
Public services	Homeless Non-Homeless Special Needs Non-Housing Community Develop.	CDBG: \$	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	5500	1624	29.53%	623	572	91.81%
Public services	Homeless Non-Homeless Special Needs Non-Housing Community Develop.	CDBG: \$	Homeless Person Overnight Shelter	Persons Assisted	0	1738		1054	896	85.01%



Rental rehabilitation	Affordable Housing	CDBG: \$	Rental units rehabilitated	Household Housing Unit	40	6	15.00%	0	0	0.00%
Rental rehabilitation	Affordable Housing	CDBG: \$	Homeowner Housing Rehabilitated	Household Housing Unit	0	0		0	0	

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

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

The City of Appleton's 2017 CDBG funding was focused primarily on housing and public facility rehabilitation, with four awarded agencies addressing this category. In addition, funds were allocated to six public service agencies. Funded projects addressed strategic plan objectives- decent housing, suitable living environment, and expanded economic opportunity- and high priority needs identified in the 2015-2019 Consolidated Plan-housing rehabilitation and accessibility improvements, public services and public facility improvements.

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

**The City of Appleton's Neighborhood Grant Program** collaborated with a local neighborhood and nonprofit agency to upgrade a senior center facility that offers activities and programs specifically for elderly and disabled, low- to moderate-income households in the community.

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

**Fox Valley Warming Shelter** provided supportive services to individuals experiencing homelessness including shelter, basic necessities, and access to additional community services in an effort to improve their current situation.

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

**Homeless Connections** provided extremely low and no-income individuals and families experiencing homelessness with shelter, basic necessities, and access to community supportive services to improve their situation. Additionally, the Case Management Services Program helped clients achieve a greater level of self-sufficiency by assessing their barriers to housing and employment.

**LEAVEN, Inc** provided emergency financial assistance to low- and moderate-income households on the

brink of homelessness in an effort to stabilize housing.

The **Mooring Programs** provided individualized comprehensive treatment programs to men struggling with alcohol, drug, and chemical dependency.

**NAMI Fox Valley** provided mental health peer support and resource connection to respite center guests and warm-line callers.

The **Salvation Army of the Fox Cities** improved access to food pantry services for City of Appleton low-income residents.

**STEP Industries** provided transitional employment, job skills training, advocacy, and mentoring to individuals in recovery from alcohol and substance abuse.

Progress was not made toward meeting goals under new housing acquisition due to circumstances beyond the City's control. Community partners and nonprofit agencies that have provided services meeting these goals in the past experienced setbacks preventing additional progress, as originally anticipated. It is the City's hope, and expectation, that progress will be made under this priority need in future program years.

## RACIAL & ETHNIC COMPOSITION OF FAMILIES ASSISTED (CR-10)

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

	CDBG
White	1,844
Black or African American	362
Asian	247
American Indian or American Native	89
Native Hawaiian or Other Pacific Islander	32
<b>Total</b>	<b>2,574</b>
Hispanic	269
Not Hispanic	2,305

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

A map has been attached to this report (2017 CDBG LMI) that depicts the location of 2017 CDBG-funded activities. "Site" represents locations where these projects originate, while "Activity" represents locations where CDBG-funded projects occurred (i.e. housing rehabilitation). LMI Block Groups are outlined and Blocks are shaded according to minority percentages.

## RESOURCES & INVESTMENTS (CR-15)

### *Identify the resources made available*

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG		712,109	897,267

**Table 3 – Resources Made Available**

All of the 2017PY sub recipients utilized several other funding resources for the successful implementation of their programs. The City of Appleton gives preference to CDBG applicants who can demonstrate well-established budgets utilizing various funding sources for their programs.

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

### **Identify the geographic distribution and location of investments**

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

**Table 4 – Identify the geographic distribution and location of investments**

A map has been attached to this report (view 2017 CDBG LMI map, located under CR-10, *Racial and Ethnic Composition of Families Assisted*) that depicts the location of 2017 CDBG-funded activities. "Site" represents locations where these projects originate, while "Activity" represents locations where CDBG-funded projects occurred (i.e. housing rehabilitation). LMI Block Groups are outlined and Blocks are shaded according to minority percentages.

### **Leveraging**

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

While the City of Appleton does not implement a match requirement associated with CDBG funding, all of the 2017 CDBG sub recipients utilized several other funding resources for the successful implementation of their programs.

**STEP Industries (now operating as Apricity)** has always operated as a social enterprise with the goal of being as self sustaining as possible. In 2017, STEP was 85 percent self-sufficient through revenue generated by their co-packing services, accumulating a total of approximately \$1,595,259. In addition to seeking CDBG dollars, STEP sought support from local community organizations, including the

Community Foundation for Fox Valley Region, United Way, US Venture, the JJ Keller Foundation, and the Oshkosh Area Community Foundation, totaling nearly \$290,000 in grants.

**Appleton Housing Authority** continued to utilize multiple funding sources, including HOME (\$170,000) and HCRI (\$230,517), in addition to CDBG. During the 2017PY, AHA partnered with SECURA Insurance to administer an Employer-Assisted Homeownership Program.

**Salvation Army of the Fox Cities** utilized private funding totaling approximately \$33,702 to complete the roofing project, as well as interior improvements. A local contractor donated a new HVAC system, valued at \$7,000.

**Fox Valley Warming Shelter's** funding sources were wide-ranging, including churches (\$35,554); government grants, a State of Wisconsin Shelter Subsidy grant (\$31,300); a State of Wisconsin Emergency Solutions grant (\$25,000); corporate donations (\$80,188); private organization donations (\$38,726); and individual donations (\$154,633).

The **Mooring Programs** leveraged funding from multiple sources to assist with the entire treatment facility rehabilitation project. These sources included private donations (\$119,372), income from self-paying clients (\$118,056), AODA Crisis On-Call income (\$38,325), and insurance payments (\$39,470).

**NAMI** leveraged funds granted from the State of Wisconsin (\$444,665) to subsidize staff wages and provide peer run respite services.

Funding for **Harbor House's Domestic Violence Shelter** was obtained from numerous sources, including government (\$53,500) and non-government grants (\$55,000), United Ways (\$35,879), donations (\$218,503), and fundraising events (\$64,276). The Shelter also received significant amounts of in-kind donations, totaling \$207,626, which helped to provide food, personal care items, linens, etc. that benefited the residents and kept the Shelter's operation in budget.

**Homeless Connections** develops a Strategic Fund Development plan annually, which incorporates specific activities to sustain their vital programs. For 2017, these activities included garnering contributions from United Way Fox Cities (\$144,000), Bemis Foundation (\$40,000), US Venture (\$35,000), the JJ Keller Foundation (\$75,000), and Outagamie County (\$45,000).

Because **LEAVEN's** CDBG allocation only represents about four percent of their total operating budget, fundraising efforts are continuous. LEAVEN's administration relied heavily on in-kind donations through a team of volunteers writing approximately 80 grant applications, which resulted in funding of nearly \$114,154 in faith-based funds; \$385,005 from various foundations; \$113,204 from other government funding; and \$16,685 from other organizations. Fundraising events held in 2017 resulted in \$98,636 donated by businesses and \$228,358 by various individuals.

The "leverage" for the **City of Appleton's Homeowner Rehabilitation Loan Program** was primarily in the

form of maintaining the housing stock of the City of Appleton, and increasing the tax base. Although that doesn't directly benefit the program financially, it does increase the quality of life for the participants, the neighborhoods they live in, and the City as a whole. In addition to CDBG funds, the HRLP received CDBG program income (\$287,203), HOME Homeowner program income (\$23,990), and Lead Hazard Control program income (\$2,153) to supplement the rehabilitation program.

**Metropolitan Milwaukee Fair Housing Council** primarily leveraged CDBG funds with funding received through the US Department of Housing and Urban Development (\$9,018); however, additional funds were received from the State of Wisconsin (\$680) and private foundation sources (\$3,409).

## AFFORDABLE HOUSING (CR-20)

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

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	0	0
Number of Non-Homeless households to be provided affordable housing units	30	35
Number of Special-Needs households to be provided affordable housing units	0	0
<b>Total</b>	<b>137</b>	<b>107</b>

**Table 5- Number of Households**

	One-Year Goal	Actual
Number of households supported through Rental Assistance	103	64
Number of households supported through The Production of New Units	0	0
Number of households supported through Rehab of Existing Units	30	35
Number of households supported through Acquisition of Existing Units	4	8
<b>Total</b>	<b>137</b>	<b>107</b>

**Table 6 - Number of Households Supported**

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



Trending the past several years, release of the 2017 CDBG funds was significantly delayed, and as a result, the expenditure of the award was delayed. This specifically disrupted the activity for sub recipients' projects. Some agencies encountered specific causes for delayed and modified goals.

Both **Homeless Connections** and the **Fox Valley Warming Shelter** experienced several external influences which affected outcomes and clients served. However, the primary unforeseen influence was operating at maximum capacity with an extensive waiting list every single night in 2017. This prohibited client access to shelter during times of housing crisis and need.

***Discuss how these outcomes will impact future annual action plans.***

While the timeliness of the release and award of funding is beyond discretionary control, the City of Appleton intends to focus future funds on one-time use applications from community agencies- largely including projects that make repairs and necessary modifications to their program's current housing stock and public facilities. Also, the City intends to retain a larger portion of the award for in-house projects and programs.

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

Number of Persons Served	CDBG Actual	HOME Actual
Extremely Low-income	847	0
Low-income	1,727	0
Moderate-income	63	0
<b>Total</b>	<b>2,637</b>	<b>0</b>

**Table 7 – Number of Persons Served**

All of the City of Appleton's CDBG funded programs for the 2017 program year, with the exception of the administrative activities, benefited low- to moderate-income persons and households.

## **HOMELESS & OTHER SPECIAL NEEDS (CR-25)**

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

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

**LEAVEN** identified individuals experiencing homelessness through their intake process. Once identified, housing was secured for clients who could sustain rent and those that could not were referred to emergency shelter (Fox Valley Warming Shelter, Homeless Connections, or Harbor House based on their specific needs), transitional, or other supportive housing programs- as appropriate for their situation.

While staying at the **Fox Valley Warming Shelter**, clients were provided with a safe, secure facility to sleep, and were offered hot meals, shower facilities, access to laundry, as well as opportunities to connect with resources based on individual assessment. The Warming Shelter offered these opportunities and provisions as many times as necessary- through ups and downs- because oftentimes, the Warming Shelter is the last, but best hope for these individuals.

**Homeless Connections** operated a Street Outreach Program, which sought out individuals and families experiencing homelessness and connected them with the appropriate agencies and services. Homeless Connections also offered a Shelter Program, which provided safe, temporary shelter for men, women, and children who were experiencing homelessness. Residents were provided with personal care items and meals to meet their basic needs, as well as an opportunity to participate in the Case Management Program. In this program, case managers assessed each individual, and identified their barriers to achieving self-sufficiency. Clients and case managers collaborated to develop an individualized plan with short- and long-term goals addressing these barriers and connecting them to community resources. Some of these community resources were offered in-house to best meet the needs of clients, including financial coaching (through FISC), legal services (through Legal Action), physical and emotional health services (through Partnership Community Health Center), economic support services (through Outagamie Health and Human Services), and occupational therapy services (through Fox Valley Technical College).

**Harbor House** provided 24-hour access to safe shelter for victims of domestic violence, including their children. No victim of domestic violence seeking shelter was turned away [if eligible]. During the 2017PY, only three percent of victims that sought shelter at Harbor House were considered ineligible. The Shelter's intake process included a full assessment of immediate physical and emotional needs. Advocates met with the Shelter families continuously to assess their needs and modify accordingly.

**Metropolitan Milwaukee Fair Housing Council (MMFHC)** and the local satellite office, Fair Housing Council of Northeast Wisconsin (FHCNW), conducted regular outreach services to organizations that serve individuals experiencing homelessness with intentions to provide education and resources that may impact housing solutions. During the 2017PY, staff provided four presentations at Homeless Connections, covering topics such as: purposes and provisions of local, state, and federal fair housing laws; contemporary forms of illegal discrimination in the housing market; "red flags" that may indicate the presence of unlawful discrimination in housing transactions; remedies available to people who have experienced illegal housing discrimination; and how complaints of illegal discrimination are investigated.

### ***Addressing the emergency shelter and transitional housing needs of homeless persons***

The main objective of **Homeless Connections'** housing first shelter model is to encourage clients to achieve housing stability and independence by connecting them to permanent housing solutions. Through the Fox Cities Housing Coalition, Homeless Connections continued to participate in the local coordinated entry process, which assesses, prioritizes, and connects clients with suitable housing solutions based on their individual needs.

Similarly, the **Fox Valley Warming Shelter** provided clients with information for various transitional housing options based on client assessment and prioritization through the Fox Cities Housing Coalition coordinated entry process.

Part of the advocacy **Harbor House** provides includes assistance with obtaining permanent housing. Also members of the Fox Cities Housing Coalition, Harbor House remained abreast of current affordable housing availability in the community, and participated in efforts made by the Coalition to improve housing solutions for individuals experiencing homelessness.

Financial independence is the number one indicator of reoccurrence. The economic advocacy offered through Harbor House is intended to help reduce length of homelessness by offering opportunities to work on long-term economic independence.

**LEAVEN** collaborated with the Fox Valley Warming Shelter, Harbor House, Homeless Connections, and COTS to help shelter residents move into permanent housing solutions, specifically providing financial assistance.

**The City of Appleton** acted as the fiscal administrator for the Fox Cities Continuum of Care Rapid Re-Housing Program and State of Wisconsin Emergency Homeless and Housing Program, serving as the lead agency and administering funds to Housing Partnership of the Fox Cities, Salvation Army of the Fox Cities, Fox Valley Warming Shelter, Homeless Connections, and ADVOCAP. While not all of these agencies received 2017PY CDBG funds, all of these agencies maintain housing units and programs that address needs of individuals and families experiencing homelessness in the Appleton community.

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

Homelessness and poverty are expensive, and impact the quality of life for the entire community; prevention is relatively affordable compared to the costs of waiting for the crisis to escalate. “An ounce of prevention is worth a pound of cure.” This adage describes why it’s easier and more cost-effective to prevent a problem from occurring than it is to repair the damage done later. While all 2017PY CDBG subrecipients focused their programs and efforts on serving low- and moderate-income families and individuals, several community agencies focused on preventing families and individuals from experiencing homelessness.

**LEAVEN's** financial support and assistance prevented individuals and families from slipping into greater poverty, homelessness, and ill health. LEAVEN’s rental and utility assistance ensured that individuals and families were stably housed, thereby preventing eviction, disconnection, and homelessness. The security

deposit assistance ensured occupancy in safe, affordable housing, thereby preventing extended shelter stay or remaining in abusive relationships.

**Homeless Connections**, partnering with LEAVEN, operated a Homeless Prevention Program, which addressed the needs of people imminently at-risk of homelessness. In 2017, the prevention assistance served 274 households (755 people), successfully keeping 99 percent of those households in their community housing and out of shelter. Only 29 percent of the 968 individuals assisted in 2016 returned for additional assistance in 2017.

The **Mooring Programs** and **STEP Industries** (now operating as Apricity) offered a resource for those in early recovery to have a new beginning living a clean and healthy lifestyle. Because learning to live a drug and alcohol free life takes more than 28 days of treatment, STEP offered three Sober Living Houses- two for men and 1 for women- available to individuals leaving treatment who needed a safe place to work, live, and socialize. The Mooring Programs' Male Apartment Program played an important role in helping clients find stability and prevent episodes of homelessness. By offering a supportive environment to practice the tools necessary, the men were able to continue forward on their road to recovery.

Without safe and affordable housing options, families experiencing domestic violence are more apt to become homeless or homeless again. **Harbor House** continued to partner with Housing Partnership of the Fox Cities providing six transitional housing units, specifically for those affected by domestic violence. The support received at Harbor House continued once they became a part of the transitional housing program.

Harbor House also offered the Rent Smart curriculum, which helped victims get into housing with landlords, understand their rights and responsibilities, and ultimately prevent future episodes of homelessness.

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

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

The City of Appleton, collaborated with several CDBG sub recipient organizations, with the facilitation of the Fox Cities Housing Coalition, to ensure that a Continuum of Care strategy was executed

appropriately in the community.

Reports and recent data had shown that the number of individuals and families experiencing homelessness in the Fox Cities has not been decreasing. As a result, the City of Appleton, and its partners, identified that additional rapid re-housing and permanent supportive housing programs were necessary. Throughout 2017, the Fox Cities Housing Coalition reclassified all transitional housing programs to rapid re-housing programs in an effort to minimize the affordable housing gap and get clients housed quickly.

In addition, the FCHC initiated the planning process to open a Day Resource Center, which will house many local service providers on-site, as well as a housing navigator, in the summer of 2018.

## **PUBLIC HOUSING (CR-30)**

### ***Actions taken to address the needs of public housing***

While the City of Appleton worked closely with the Appleton Housing Authority to address issues related to affordable housing, no portion of the 2017 CDBG funds were directly used to create or address needs of their public housing stock.

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

The Appleton Housing Authority's Homebuyer Program marketed their program to the Family Self-Sufficiency Program and the Public Housing Family Program. Past and current participants of both programs received home buyers counseling throughout 2017 and comprised five percent of total households receiving counseling.

### ***Actions taken to provide assistance to troubled PHAs***

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

## **OTHER ACTIONS (CR-35)**

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

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



those barriers.

Often, the homeowner down payment assistance administered by the **Appleton Housing Authority** made mortgage payments affordable for first-time homebuyers, and sometimes the funds provided by supplemented a homeowner's down payment enough to avoid paying private mortgage insurance (PMI). Many times, the affordable houses purchased were in significant need of rehabilitation and without the Housing Authority's rehabilitation assistance, upgrades would not have been affordable.

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

**Homeless Connections** employed a specialized case manager known as a housing navigator in late 2017. This role is responsible for assisting clients in locating and securing housing. Oftentimes, clients have multiple evictions, civil judgments, poor rental history, bad credit and criminal histories that result in their applications for housing being rejected. The housing navigator will help to improve a client's standing with rental companies and landlords by resolving credit issues and civil judgments, and steering clients into programming that demonstrates self-improvement. The housing navigator will also advocate on behalf of the client with landlords and attempt to demonstrate the benefits of providing housing.

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

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

**STEP Industries** (now known as Apricity Contract Packaging) shifted towards a more direct approach in 2017, focusing on solutions rather than issues to better serve the men and women who were once mired in addiction and are now striving to create healthier lives. The organization employed eight Life Coaches, who assisted participants to identify and understand the issues that have restrained them from moving forward (i.e. obtaining GED), and have gained knowledge on adverse childhood experiences, trauma-informed care and motivational interviewing. The Education Development Specialist worked closely with the Programming Director to establish goals with participants within weeks of initial employment. All of these components enhanced the services offered through STEP and helped participants achieve self-sufficiency quicker.

The **Mooring Programs** offered both treatment for clients substance use disorder and education. These two aspects together are vital for living effectively. Participating men were required to be actively involved in counseling for support and education on substance use disorder, and were expected to develop regular attendance to support group meetings. In addition, educational opportunities were

available for the men through FISC and the AIDS Resource Center of Wisconsin.

Individuals and families experiencing homelessness must overcome many obstacles to access services that are or will be necessary in attaining self-sufficiency. For example, many are not yet enrolled for healthcare insurance, either through the federal exchanges or through Wisconsin Badger Care. In addition, connecting clients to some form of housing is vitally important. Studies have shown that once a client is connected to housing, they can focus on other aspects of importance in their life. **Homeless Connections** partnered with various agencies to provide services to assist clients with overcoming their obstacles, including: shelter facilities, case management services, peer support, access to mental and physical healthcare, SSI/SSDI applications and advocacy, provision of basic necessities, homeless prevention services, housing advocacy, rental assistance, and transportation assistance.

The Thompson Center's public facility upgrades, funded through the **City of Appleton's Neighborhood Grant Program**, ensured safety and code compliance for the elderly and disabled clients served through the programs and activities offered. Without the upgrades, continued operations at this facility would have been in jeopardy and the programs offered at this facility likely would have ceased.

Finding safe and affordable housing continued to be a significant challenge for **Harbor House** residents and continued to strain Shelters resources, particularly contributing to remaining over capacity. When operating over capacity, Harbor House utilized programming rooms as living quarters. As a result, capital campaigning was conducted and bed capacity will be increased from 55 to 68 in future years.

Becoming self-sufficient is a key component to finding and maintaining adequate housing for families beyond shelter. Harbor House's Economic Advocacy Program, implemented in 2013, continued to help clients remove barriers to maintaining employment, such as lack of childcare and transportation. In 2017, the shelter was over capacity 63 percent of the time. Twenty percent of Harbor House shelter residents participated in the Economic Advocacy Program- which resulted in 54 percent of participants obtaining employment and earning a minimum income of \$1,200 per month. Fifty-nine percent of participants increased their income overall.

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

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

Every home that participated in the **Homeownership Rehabilitation Loan Program** received a Lead Risk Assessment and was inspected for lead hazards. All lead hazards were corrected as part of the

rehabilitation process and final clearance tests were performed to ensure that the home was lead safe.

While the City of Appleton Health Department did not utilize CDBG dollars to fund the program in 2017, they administer a Lead Prevention Outreach Program to families in the City of Appleton who have children at least six months of age and are residing in pre-1950 housing.

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

The **Appleton Housing Authority** provided a mechanism for breaking the poverty cycle through its affordable Homeownership Program. Obtaining a mortgage and affordable home for many low- to moderate-income families provides some stability with a lower cost of living and community investment.

**Salvation Army of the Fox Cities** offered food pantry access and services to low-income residents of Appleton. While it doesn't eliminate poverty, access to food during financially stressful times has shown to reduce the likelihood of deciding between paying rent or buying a gallon of milk.

**Homeless Connections** collaborated with the Fox Valley Technical College to operate an Adult Basic Education Program, enabling clients to earn their GED or HSED. Once GEDs or HSEDs were earned, clients could enter the Fox Valley Technical College and pursue a Certificate Program or an Associate Degree program that, upon graduation- could assist the client in obtaining a job that provided a living wage.

While CDBG funding did not directly contribute to the job creation, **NAMI Fox Valley** was able to incorporate eight new jobs that provided entry-level job skills and training that will help equip these individuals in pursuance of careers in the peer support field.

Nearly 80 percent of **STEP** clients who received one-on-one group education through the Vocational Learning Center advanced onto new employment during 2017. Since the implementation of the Vocational Learning Center, STEP has experienced a higher percentage of participants exiting to permanent employment, further education, or return to family. Throughout the past several years, more than half of participants have been positively exiting to permanent employment opportunities.

The **Mooring Program's** foundation for recovery is imperative to the development of a life of self-sufficiency and economic independence. Addressing the substance use disorder, understanding and recognizing the triggers that often lead to the initial and relapsed use, and utilization of tools learned to combat those triggers are what forms the foundation. The responsibility and self-respect that is built off of that foundation are the behaviors that foster the desire to establish solid work histories and become productive citizens. By providing a high quality of treatment, Mooring experienced a significant drop of unemployed men at admittance (55%) to unemployed men at discharge (14%).

The goal of **LEAVEN's** Community Resource Center is to help clients transition from crisis management

to self-sufficiency. The Center provided ease of access and imposed accountability on clients connected with resources that address the root causes of poverty. Onsite partners provided education, employment, and financial literacy services, enrollment in public benefits and health insurance, access to legal aid and mental health counseling, support and advocacy to victims of domestic violence, and linkages to medical and dental care.

Coming into shelter can be a stressful time for all clients. As a result of the crisis in their lives, some individuals are actually unable to maintain employment. They find it difficult to fulfill job duties, and lose jobs because of poor attendance and moral. By focusing more on economic advocacy, a number of **Harbor House Shelter** residents have moved into economic independence. Participating in job skills training opportunities and receiving support after obtaining employment has proven to increase the levels of success. With this stability and the potential of earning a wage above the poverty level, participants are less likely to return to Harbor House once they leave. Nearly 59 percent of individuals who participated in the Economic Advocacy Program reported an increase of income after 30 days.

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

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

The following outlines the major components within the City of Appleton's institutional structure by sector.

1. City of Appleton Departments/Programs
  - a. Community and Economic Development Department
  - b. Finance Department
2. Other Public Sector
  - a. Appleton Housing Authority
  - b. Outagamie Housing Authority
  - c. Outagamie County Department of Health & Human Services
3. Other Funders
  - a. United Way of the Fox Cities
  - b. Community Foundation for the Fox Valley Region
  - c. JJ Keller Foundation
  - d. US Venture/ Schmidt Family Foundation
4. Private Sector
  - a. Churches

- b. Contractors for housing/commercial rehabilitation
- c. Companies that provide grants, services, discounts, donations, in-kind services, etc.

The City of Appleton continued to encourage open lines of communication and discussions regarding community development needs in the area.

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

Throughout the reporting period, **Appleton Housing Authority** worked with several other private housing agencies to identify first-time homebuyers in the City of Appleton who would benefit from down payment and closing cost assistance to achieve affordable homeownership.

The **Fox Cities Housing Coalition**, of which all 2017 CDBG sub recipients are members, actively sought to continue and enhance coordination between public and private housing and social service agencies. Each agency in the Coalition worked to ensure that all individuals experiencing homelessness- regardless of the reason- were provided with the shelter and support needed. Further, several of these agencies are also members of the Wisconsin Balance of State Continuum of Care, which is a state-wide membership actively seeking to enhance coordination between public and private housing and social service agencies, and ultimately end homelessness.

The fourteen organizations comprising the **LEAVEN** Community Resource Center will connected people with both public benefits and nonprofit services. The new client database ensure that systems are keeping pace with the new delivery model, allowing LEAVEN to monitor the initiation, follow-through, and outcomes of the referrals made between organizations.

The **Mooring Programs** incorporated a Client Care Coordinator to streamline services, and coordinate with Partnership Community Health Services and dental clinic to provide participating clients with medical and dental care.

**Harbor House's** Economic Advocacy Program enhanced coordination between three local agencies to assist clients find and maintain housing and employment.

Every **Homeownership Rehabilitation Loan Program** applicant was notified of other community programs they would qualify for and that may better serve their needs. For example, homeowners with accessibility needs were referred to other programs that specialize in meeting those needs. In return, other community programs referred clients to the Homeownership Rehabilitation Loan Program when it could better serve their needs.

Through a \$25,000 grant award, the **Metropolitan Milwaukee Fair Housing Council** (MMFHC) conducted activities that affirmatively furthered fair housing and helped create a more equitable, inclusive, and fair housing market in the City of Appleton. While some of the most important outcomes



of the project activities are long-term, and not easily measured in the time span of a single program year, proposed activities were designed to have the following outcomes:

- 1) Appleton residents who received fair housing educational services have increased knowledge of fair housing rights and increased ability to seek appropriate resources for fair housing and non-fair housing related issues, resulting in referrals and complaints. Presentations offered to home seekers and their advocates empowered housing consumers to become better self-advocates, to recognize discriminatory experiences, and seek remedy and/or other resources after experiencing illegal housing discrimination.
- 2) Provision of technical assistance and training to housing providers resulted in greater compliance with fair housing laws and fewer incidents of illegal discrimination. Technical assistance provided to nonprofit housing providers and providers of housing-oriented support services disseminated information regarding the provisions of fair housing laws, including information essential to conducting business in compliance with fair housing laws.
- 3) Direct service fair housing enforcement services provided victims of illegal housing discrimination with increased access to legal remedies. Services provided to victims included counseling on fair housing rights and access to enforcement services, including fair housing testing- the most effective evidence gathering method in fair housing enforcement. The quality of services ensured credible and objective evidence, thus maximizing the successful resolution of complaints. In addition, persons with non-fair housing inquiries received information regarding fair housing issues and were referred to other community resources.

Specifically, MMFHC provided a training opportunity to 23 housing providers- opening doors to hundreds of housing units. The training seminar covered in-depth information about local, state and federal fair housing laws; how to make reasonable accommodations and modifications for tenants with disabilities; advertising rental units in compliance with fair housing laws; non-discriminatory negotiation with prospective tenants, and much more. Attendees learned how to implement fair housing practices at every stage of a housing transaction, from showing available units to terminating tenancy. Attendees also received written information about fair housing. Staff of MMFHC also conducted dozens of community contacts with City of Appleton organizations and distributed over 1,200 copies of fair housing informational materials. These materials provided a comprehensive overview of fair housing protections and how victims of unlawful discrimination can seek assistance.

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

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

### **Impediment #1: Limited Fair Housing Ordinance**

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

- 1) *Lacks Clarification of Persons Protected Under the Ordinance.* The ordinance was updated identifying the protected classes to include age, color, family status, gender identity and/or gender expression, marital status, national origin/ancestry, race, religion, color, persons with disability, sex, sexual orientation, source of lawful income, and victims of domestic violence, sexual assault, or stalking.
- 2) *Has Limited Protection for Persons with Disabilities.* The ordinance was updated to permit persons with disabilities to make reasonable modifications to existing housing, allow for the provision of reasonable accommodations in rules, policies, practices and services to permit persons with disabilities full use and enjoyment of housing, provide protection for assistance animals, require that housing be designed and constructed to ensure accessibility for persons with disabilities, and define disability.
- 3) *Lacks Protections for Gender Identity and Gender Expression.* The ordinance was updated to include prohibition of discrimination based on gender identity and gender expression.
- 4) *Penalties for Violations of the Law.* The City of Appleton revised the penalties for illegal housing discrimination to be analogous to the forfeitures enforced under federal law (first offense not exceeding \$10,000; second offense within five-year period not exceeding \$25,000; and not exceeding \$50,000 for a third).
- 5) *Issuance of Fines Requires Act of Discrimination be Willful.* The ordinance was updated to remove the term "willfully," removing the burden of proof from the victim for the purposes of issuing fines under the fair housing laws.
- 6) *Scope of Civil Action is Unclear.* The ordinance was updated to clarify the scope of a civil action to include holding hearings, subpoenaing witnesses, taking testimony, and conducting investigations.

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

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

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

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

For example, in January 2017, there was a rise in the average home cost in the Appleton area, therefore making it difficult for the low- to moderate-income population to compete in the housing market.

## **MONITORING (CR-40)**

Appleton Housing Authority made it possible, through their affordable housing and homeownership assistance program, for first-time homebuyers to purchase homes in the competitive market. Also, the Fox Cities Housing Coalition re-evaluated and re-allocated all of the transitional housing stock to permanent supportive housing options in an effort to get individuals housed quickly and affordably. Other programs and projects in progress for the upcoming year include the addition of a Homeless Diversion Program; the addition of a housing navigator as proposed through the Project RUSH steering committee; and the creation of a Day Resource Center.

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

The first step in assuring that CDBG funds are utilized efficiently and effectively, meeting the objectives and goals set forth in the 2015-2019 Consolidated Plan, is completed during the annual CDBG application process.

In 2017, applications were received and initially reviewed by the City of Appleton's Community and Economic Development Department staff. A CDBG Advisory Board, comprised of City Council, City Committee, and community agency members with experience in grant awarding and identifying community needs, was then responsible for reviewing the eligible applications and determining which proposed projects met the greatest needs of the community. These recommendations were reviewed and approved first by the City of Appleton's Community and Economic Development Committee and then by City Council.

Throughout the process, the primary components of the applications that were evaluated were:

1. Which products/services were the best use of funds while addressing the highest priority needs of the community?
2. Which proposed projects were requesting a one-time use of CDBG dollars?

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

Throughout the 2017 CDBG program year, sub recipients submitted accomplishment reports and payment requests, which were used by City of Appleton staff to track activity accomplishments and progress, expenditures, and record keeping. Sufficient documentation, reasonable expenses, as well as qualifying activities were evaluated. Failure to submit, or identified discrepancies in any of these areas, triggered additional review and some level of communication with the sub recipient. These reviews, and the overall progress of the agency and/or project, was considered if they submitted an application for the 2018 program year.

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

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

Citizens were provided with two separate opportunities for public comment: a 30-day public comment period and a public hearing at a regularly scheduled meeting of the City of Appleton's Community and Economic Development Committee. The public comment period was open May 7, 2018, through June 6, 2018, and the public hearing was held at the June 13, 2018, meeting of the Community and Economic Development Committee. Comments and views of citizens were taken into consideration and included within the CAPER, as appropriate.

## **CDBG (CR-45)**

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

There were no changes in program objectives during the 2017 program year, and the City of Appleton does not anticipate making any changes to the programming.

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

No

## **HOME/ADDI**

The City of Appleton did not receive any HOME/ADDI funds during the 2017 program year.

## **HOPWA**

The City of Appleton did not receive any HOPWA funds during the 2017 program year.



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

## MEMORANDUM

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TO: Community and Economic Development Committee

FROM: Matt Rehbein, Economic Development Specialist

DATE: June 11, 2018

RE: Request to Waive Repurchase Rights for Lot 3 of Plat 1 in the Northeast Business Park

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The City has received a request to waive their repurchase rights per Section XII of the Deed Restrictions and Covenants (attached) for the above-mentioned parcel to allow for the transfer from Chad Cassiani to KOM ESOP, LLC (accepted offer to purchase attached). The purchase price is \$150,000.00, which is \$104,166.67 per acre based on the 1.44 acre parcel size. City staff has been in contact with the prospective buyer who intends to construct an office building(s) on the property.

Lots 3 and 4 were originally sold by the City on February 22, 2001 to Robert Niebauer of Professional Realty Development Corporation for \$98,700. Subsequently, Lots 3 and 4 were sold to Chad Cassiani in October 2006. Based on the transfer fee indicated on the Deed, the sale price was approximately \$164,000. Both Lots 3 and 4 are currently vacant.

### Staff Recommendation:

The Community and Economic Development Committee waive the City's Repurchase Rights for Lot 3, Plat 1, in the Northeast Business Park, allowing the transfer from Chad Cassiani to KOM ESOP, LLC. This waiver of repurchase rights is not transferable, survivable, or assignable. The City's Repurchase Rights would remain on this property.



## Brenda Broeske

---

**From:** Matthew Rehbein  
**Sent:** Wednesday, June 6, 2018 1:31 PM  
**To:** Brenda Broeske  
**Subject:** FW: Parcel 31-1-6510-3 Northeast Business Park

For attachment to the associated CEDC Action item.

**From:** Chad Cassiani [mailto:chad@cassianilaw.com]  
**Sent:** Wednesday, June 6, 2018 12:45 PM  
**To:** Matthew Rehbein <Matthew.Rehbein@Appleton.org>  
**Subject:** RE: Parcel 31-1-6510-3 Northeast Business Park

Matt, I will send you a copy of the offer to purchase when I get a copy from the Realtor. It appears I do not have access to the online system where we did the Electronic signatures.

In the mean time I believe the following is the information you also requested of me.

We are selling Lot #3, Parcel #311651003. The closing date is scheduled for June 20<sup>th</sup>, 2018. The buyers originally requested a July 20<sup>th</sup> closing date, but I needed the funds due to my purchase of another commercial building in town. In addition, the buyers still are doing their due diligence on the property, so it is not a definite sale yet. I believe they are needing approval from the City. However, I am asking the city to waive their 60-day notice and their right to repurchase said lot so that in the event the sale does happen we can execute it as stated in the Offer in an expeditious manner.

The sales price will be \$150,000 less fees and commissions, I was asking \$200,000. I would not be selling except for the fact that I just purchased the Coldwell Banker Sales office located at 5107 N. Ballard Road. As I indicated on the telephone this is not the price I wanted as I had to place a lien on the property so that I could get funds for the down payment and renovations on the Ballard Road Property.

Ironically, everything is happening at the same time, it is moving rather quickly on all fronts which is why I am asking the city for an Allowance to the 60 day notice and to remove the deed restriction. The benefit to the city in granting this Allowance and Waiver is they will be getting two commercial buildings on the tax roll.

If you need any more information please do not hesitate to contact me.



Chad V. Cassiani  
Attorney at Law, MAcc-Taxation, MBA  
Telephone: 920-380-4144

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**From:** Matthew Rehbein <[Matthew.Rehbein@Appleton.org](mailto:Matthew.Rehbein@Appleton.org)>

**Sent:** Wednesday, June 6, 2018 9:22 AM

**To:** Chad Cassiani <[chad@cassianilaw.com](mailto:chad@cassianilaw.com)>

**Subject:** Parcel 31-1-6510-3 Northeast Business Park

Good Morning Chad,

Thank you for the prompt callback on the above mentioned lot. As discussed, I have attached copy of the Council action approved December 3, 2008 along with the "Section 12" referenced therein. Please provide copy of the accepted offer and a letter (or e-mail) requesting a waiver to allow sale and I will be able to pull all necessary information for my writeup. If I have the information by Noon Thursday June 7, I will be able to get it on the Community and Economic Development Agenda for the June 13 meeting, which would go to Council for final approval on June 20. If you have any questions or need more information from me, please call or reply. Thank you.

Matt

## **Matt Rehbein**

Economic Development Specialist



**City of Appleton**

**Community & Economic Development**

100 N. Appleton Street

Appleton, WI 54911

(920) 832-6463 Direct Phone

(920) 832-5994 Fax

[www.appleton.org](http://www.appleton.org)



## ACTION ITEMS

*Council Approved Dec. 3, 2008*

### **Request – Waive Protective Covenants – Lots 1-6, Northeast Business Park Plat #1**

J. Van Dyke explained the Gasman's, who currently own two (2) lots in the Business Park, are interested in building a restaurant on one lot and their office on the second. Currently, industrial zoning does not allow the building of a restaurant and they would like a waiver of the Business Park Covenants and a rezoning of the property to commercial to allow the restaurant.

Community Development staff believes this to be a reasonable request, as Badger Sports Park, which is zoned commercial and USA Sports Complex are located across the street from the lot in question. The main concern of staff is to protect the integrity of the industrial park, which they feel can be accomplished by placing a Planned Development Overlay on the C2 zoning. The overlay would incorporate the many requirements of the Protective Covenants such as building materials, signage, etc.

J. Van Dyke also explained that, at the time the attached memorandum was written, staff believed a complete waiver would be the best option, but City Assessor Brosman recommended the City retain its repurchasing rights. The rezoning to commercial would increase the value of the property significantly and felt the Gasman's should not profit if they didn't build the restaurant and decided to sell the land to another party.

J. Clemons offered support for this request, using the example of Beefeaters Restaurant, which lies in the industrial park and seems to fit into the overall landscape quite well.

J. Van Dyke explained another change that would be included in the Planned Development Overlay, which would be a stipulation the property owners can build no more than two restaurants on the four vacant lots.

P. Stueck asked if CDC can vote today to approve this with retaining the repurchasing right. J. Van Dyke responded that could be done.

G. Holzknicht moved, seconded by J. Hill that the request from Rick and Kerry Gasman for a waiver of the Business Park Protective Covenants, **except for Section 12 Repurchase Rights**, for Lots 1-6 Northeast Business Park Plat #1, BE APPROVED, subject to the rezoning of this area to PD/C-2. (5-0)

### **CDBG Allocation Recommendations**

J. Clemons reminded CDBG applicants in attendance the City admires all of their work, and if there was enough money, the City would fund each one of their organizations. Clemons then asked members of the audience if they would like to speak specifically to the existing staff recommendations.

#### Christine Cheevers, Executive Director – Fox Valley Literacy Coalition

Ms. Cheevers asked the Committee to consider her organization's request for funding. While relatively new to her position as Executive Director, she better understands why the City has funded the Literacy Coalition for the last 12 years.

#### Michael Potter, 520 West Atlantic Street

Mr. Potter asked the Committee to please consider funding the request for the Housing Partnership of the Fox Cities based on the number of years they have been working with the City and the good things they have done to rehabilitate buildings and homes for low-income housing.



#### ***XI. 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 owner 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 designee 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 covenants and restrictions will be deemed to have been complied with. The Community Development Committee may delegate this review of plans to the Economic Development Department.

#### ***XII. 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 shall revert to the City. The City shall pay the following repurchase price: the sum of the original purchase price and all special assessments which may have been paid by the buyer or levied against the property after the date of purchase minus the sum of any unpaid property taxes, 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 repurchase of the property unless an extension of time may be mutually agreed upon and set forth in writing. In the event the City does not elect to repurchase the property, the owner may sell the land, but these Declarations of Covenants and Restrictions shall run with the land and be binding on the subsequent owner. The purchase price shall be computed as in Article XII above. Conveyance shall be by warranty deed. The seller shall furnish a title insurance policy at the seller's expense.

#### ***XIII. Subdivision of Lots:***

After a lot has been purchased, such lot shall not be further subdivided without the written consent of the Community Development Committee. No owner may sell, lease or rent less than all of the lot without the written consent of the Community Development Committee. The Community Development Committee may, in granting its consent, attach any conditions it deems appropriate. The foregoing prohibition shall not apply to occupancy leases of space in a building made in the ordinary course of business.

#### ***XIV. 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.

#### ***XV. 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 covenants and restrictions, or any one or more of them, where the circumstances, in its sole and exclusive judgement, justifies the granting of same.

#### ***XVI. Right to Enter***

The Community Development Committee shall have the right to enter upon any building site or other lot within the park for the purpose of ascertaining whether the owner of said site or lot is complying with these covenants and restrictions.

#### ***XVII. Enforcement:***

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

Approved by the Wisconsin Department of Regulation and Licensing  
03-1-11 (Optional Use Date) 07-1-11 (Mandatory Use Date)

Keller Williams Realty-Fox Cities  
Page 1 of 10, WB-13

**WB-13 VACANT LAND OFFER TO PURCHASE**

1 **LICENSEE DRAFTING THIS OFFER ON** 04/13/2018 **[DATE] IS (AGENT OF BUYER)**  
2 **(AGENT-OF-SELLER/LISTING-BROKER) (AGENT-OF-BUYER-AND-SELLER)** **STRIKE THOSE NOT APPLICABLE**

3 **GENERAL PROVISIONS** The Buyer, KOM ESOP, LLC

4 \_\_\_\_\_, offers to purchase the Property  
5 known as [Street Address] 3601 E Evergreen Lot #3 Parcel ID 311651003

6 in the City of Appleton, County of Outagamie, Wisconsin (Insert  
7 additional description, if any, at lines 458-464 or 526-534 or attach as an addendum per line 525), on the following terms:

8 ■ **PURCHASE PRICE:** one hundred fifty thousand  
9 \_\_\_\_\_ Dollars (\$ 150,000 ).

10 ■ **EARNEST MONEY** of \$ 0 accompanies this Offer and earnest money of \$ 500  
11 will be mailed, or commercially or personally delivered within 5 days of acceptance to listing broker or  
12 **Transfer Title 517 N. Westhill Blvd, Appleton, WI 54914**

13 ■ **THE BALANCE OF PURCHASE PRICE** will be paid in cash or equivalent at closing unless otherwise provided below.

14 ■ **INCLUDED IN PURCHASE PRICE:** Seller is including in the purchase price the Property, all Fixtures on the Property on the  
15 date of this Offer not excluded at lines 18-19, and the following additional items: N/A

16 \_\_\_\_\_

17 \_\_\_\_\_

18 ■ **NOT INCLUDED IN PURCHASE PRICE:** N/A

19 \_\_\_\_\_

20 **CAUTION: Identify Fixtures that are on the Property (see lines 290-294) to be excluded by Seller or which are rented**  
21 **and will continue to be owned by the lessor.**

22 **NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are**  
23 **included/excluded. Annual crops are not part of the purchase price unless otherwise agreed.**

24 ■ **ZONING:** Seller represents that the Property is zoned: Commercial

25 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical  
26 copies of the Offer.

27 **CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term deadlines**  
28 **running from acceptance provide adequate time for both binding acceptance and performance.**

29 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on  
30 or before 04/26/2018. Seller may keep the Property on the

31 market and accept secondary offers after binding acceptance of this Offer.

32 **CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.**

33 **OPTIONAL PROVISIONS** TERMS OF THIS OFFER THAT ARE PRECEDED BY AN OPEN BOX ( ☐ ) ARE PART OF THIS  
34 OFFER ONLY IF THE BOX IS MARKED SUCH AS WITH AN "X." THEY ARE NOT PART OF THIS OFFER IF MARKED "N/A"  
35 OR ARE LEFT BLANK.

36 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and  
37 written notices to a Party shall be effective only when accomplished by one of the methods specified at lines 38-56.

38 (1) **Personal Delivery:** giving the document or written notice personally to the Party, or the Party's recipient for delivery if  
39 named at line 40 or 41.

40 Seller's recipient for delivery (optional): Chad Cassiani

41 Buyer's recipient for delivery (optional): Cheryl Quimby LLC and cc:Melissa Devantier

42 ☐ (2) **Fax:** fax transmission of the document or written notice to the following telephone number:  
43 Seller: (                      ) Buyer: (                      )

44 ☐ (3) **Commercial Delivery:** depositing the document or written notice fees prepaid or charged to an account with a  
45 commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery if named at line 40 or 41, for  
46 delivery to the Party's delivery address at line 49 or 50.

47 ☐ (4) **U.S. Mail:** depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party,  
48 or to the Party's recipient for delivery if named at line 40 or 41, for delivery to the Party's delivery address at line 49 or 50.

49 Delivery address for Seller: \_\_\_\_\_

50 Delivery address for Buyer: \_\_\_\_\_

51 ☒ (5) **E-Mail:** electronically transmitting the document or written notice to the Party's e-mail address, if given below at line  
52 55 or 56. If this is a consumer transaction where the property being purchased or the sale proceeds are used primarily for  
53 personal, family or household purposes, each consumer providing an e-mail address below has first consented electronically  
54 to the use of electronic documents, e-mail delivery and electronic signatures in the transaction, as required by federal law.

55 E-Mail address for Seller (optional): chad@cassiani.com

56 E-Mail address for Buyer (optional): cherylquimby@kw.com

57 **PERSONAL DELIVERY/ACTUAL RECEIPT** Personal delivery to, or Actual Receipt by, any named Buyer or Seller  
58 constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.



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

**PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has no notice or knowledge of Conditions Affecting the Property or Transaction (lines 163-187 and 246-278) other than those identified in the Seller's disclosure report dated 04/20/2018, which was received by Buyer prior to Buyer signing this Offer and which is made a part of this Offer by reference COMPLETE DATE OR STRIKE AS APPLICABLE and \_\_\_\_\_

INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE REPORT

**CLOSING** This transaction is to be closed no later than 06/26/2018 at the place selected by Seller, unless otherwise agreed by the Parties in writing.

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

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

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

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

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

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

☐ 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 known, multiplied by current mill rate (current means as of the date of closing)

☐

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

☐ 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 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 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 bill. Buyer and Seller agree this is a post-closing obligation and is the responsibility of the Parties to complete, not the responsibility of the real estate brokers in this transaction.

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

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

☒ **GOVERNMENT PROGRAMS:** Seller shall deliver to Buyer, within 15 days of acceptance of this Offer, a list of all federal, state, county, and local conservation, farmland, environmental, or other land use programs, agreements, restrictions, or conservation easements, which apply to any part of the Property (e.g., farmland preservation agreements, farmland preservation or exclusive agricultural zoning, use value assessments, Forest Crop, Managed Forest, Conservation Reserve Program, Wetland mitigation, shoreland zoning mitigation plan or comparable programs), along with disclosure of any penalties, fees, withdrawal charges, or payback obligations pending, or currently deferred, if any. This contingency will be deemed satisfied unless Buyer delivers to Seller, within seven (7) days of Buyer's Actual Receipt of said list and disclosure, or the deadline for delivery, whichever is earlier, a notice terminating this Offer based upon the use restrictions, program requirements, and/or amount of any penalty, fee, charge, or payback obligation.

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

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

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

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

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

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

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

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

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

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

## **DEFINITIONS**

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

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

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

**(Definitions Continued on page 5)**

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

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

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

☐ **FIXED RATE FINANCING:** The annual rate of interest shall not exceed \_\_\_\_\_ %.

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

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

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

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

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

■ **FINANCING UNAVAILABILITY:** If financing is not available on the terms stated in this Offer (and Buyer has not already delivered an acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of same including copies of 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 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 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 authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.

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

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

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



**DEFINITIONS CONTINUED FROM PAGE 3**

- n. Defects in any septic system or other sanitary disposal system on the Property or out-of-service septic systems not closed/abandoned according to applicable regulations.
- o. Subsoil conditions which would significantly increase the cost of development including, but not limited to, subsurface foundations or waste material; organic or non-organic fill; dumpsites where pesticides, herbicides, fertilizer or other toxic or hazardous materials or containers for these materials were disposed of in violation of manufacturer's or government guidelines or other laws regulating said disposal; high groundwater; adverse soil conditions (e.g. low load bearing capacity, earth or soil movement, slides) or excessive rocks or rock formations.
- p. Brownfields (abandoned, idled or under-used land which may be subject to environmental contamination) or other contaminated land, or soils contamination remediated under PECFA, the Department of Natural Resources (DNR) Remediation and Redevelopment Program, the Agricultural Chemical Cleanup Program or other similar program.
- q. Lack of legal vehicular access to the Property from public roads.
- r. Homeowners' associations, common areas shared or co-owned with others, zoning violations or nonconforming uses, conservation easements, restrictive covenants, rights-of-way, easements, easement maintenance agreements, or use of a part of Property by non-owners, other than recorded utility easements.
- s. 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.
- t. Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition.
- u. Property tax increases, other than normal annual increases; completed or pending property tax reassessment of the Property, or proposed or pending special assessments.
- v. Burial sites, archeological artifacts, mineral rights, orchards or endangered species.
- w. Flooding, standing water, drainage problems or other water problems on or affecting the Property.
- x. Material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides.
- y. Significant odor, noise, water intrusion or other irritants emanating from neighboring property.
- z. Substantial crop damage from disease, insects, soil contamination, wildlife or other causes; diseased trees; or substantial injuries or disease in livestock on the Property or neighboring properties.
- aa. Existing or abandoned manure storage facilities on the Property.
- bb. Impact fees, or other conditions or occurrences that would significantly increase development costs or reduce the value of the Property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.
- cc. The Property is subject to a mitigation plan required by DNR rules related to county shoreland zoning ordinances that obligates the owner to establish or maintain certain measures related to shoreland conditions, enforceable by the county (see lines 139-145).
- dd. 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.

■ **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 any 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.

■ **FIXTURE:** A "Fixture" is an item of property which is physically attached to or so closely associated with land 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: perennial crops; garden bulbs; plants; shrubs and trees and fences; storage buildings on permanent foundations and docks/piers on permanent foundations.

**CAUTION: Exclude any Fixtures to be retained by Seller or which are rented on lines 18-19.**

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

**PROPERTY DEVELOPMENT WARNING**

If Buyer contemplates developing Property for a use other than the current use, there are a variety of issues which should be addressed to ensure the development or new use is feasible. Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or uses and therefore should be reviewed. Building permits, zoning variances, Architectural Control Committee approvals, estimates for utility hook-up expenses, special assessments, changes for installation of roads or utilities, environmental audits, subsoil tests, or other development related fees may need to be obtained or verified in order to determine the feasibility of development of, or a particular use for, a property. Optional contingencies which allow Buyer to investigate certain of these issues can be found at lines 306-350 and Buyer may add contingencies as needed in addenda (see line 525). Buyer should review any plans for development or use changes to determine what issues should be addressed in these contingencies.

Property Address: 3601 E Evergreen Lot #3 Parcel ID:311651003

Page 6 of 10, WB-13

☒ **PROPOSED USE CONTINGENCIES:** Buyer is purchasing the Property for the purpose of: Building a 12,000  
square foot single or double story office building with at least 40 stalls for parking.

[insert proposed use and type and size of building, if applicable; e.g. three bedroom single family home]. The optional provisions checked on lines 314-345 shall be deemed satisfied unless Buyer, within 60 days of acceptance, delivers written notice to Seller 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 314-350.

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

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

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

☒ **EASEMENTS AND RESTRICTIONS:** This Offer is contingent upon Buyer obtaining, 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 306-308.

☒ **APPROVALS:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if neither is stricken) expense, permits, approvals and licenses, as 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: All items relating to Buyer's proposed use

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

☐ **ACCESS TO PROPERTY:** This Offer is contingent upon Buyer obtaining, 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, and delivering written notice to Seller if the item cannot be obtained, all within 90 days of acceptance for the Property for its proposed use described at lines 306-308.

☐ **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) STRIKE ONE ("Seller providing" if neither is stricken) a Map of the Property dated subsequent to the date of acceptance of this Offer 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; easements or rights-of-way. **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 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) the significant encroachment; (2) information materially inconsistent with prior representations; or (3) failure to meet requirements stated within this contingency. Upon delivery of Buyer's notice, this Offer shall be null and void.



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

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

370 **EARNEST MONEY**

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

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

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

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

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

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

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

**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 closing; (5) contingency Deadlines **STRIKE AS APPLICABLE** and all other dates and Deadlines in this Offer except: \_\_\_\_\_.

If "Time is of the Essence" applies to a date or Deadline, failure to perform by the exact date or Deadline is a breach of contract. If "Time is of the Essence" 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.

**TITLE EVIDENCE**

■ **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed (or 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 in this Offer, general taxes levied in the year of closing and none other

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.

■ **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 442-449).

■ **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 418-427, 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:** 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).**

**ADDITIONAL PROVISIONS/CONTINGENCIES**

This is a cash offer and proof of funds will be provided within 7 days of accepted offer.

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

468 If Buyer defaults, Seller may:

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

472 If Seller defaults, Buyer may:

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

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

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

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

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

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

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

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

Property Address: 3601 E Evergreen St, Appleton, WI 54914 Page 10 of 10, WB-13

503 ☐ **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 488-502). This Offer  
 504 is contingent upon a qualified independent inspector(s) conducting an inspection(s), of the Property which discloses no  
 505 Defects. This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing  
 506 an inspection of \_\_\_\_\_

507 (list any Property feature(s) to be separately inspected, e.g., dumpsite, etc.) which discloses no Defects. Buyer shall order the  
 508 inspection(s) and be responsible for all costs of inspection(s). Buyer may have follow-up inspections recommended in a  
 509 written report resulting from an authorized inspection performed provided they occur prior to the deadline specified at line 513.  
 510 Inspection(s) shall be performed by a qualified independent inspector or independent qualified third party.

511 **CAUTION: Buyer should provide sufficient time for the primary inspection and/or any specialized inspection(s), as  
 512 well as any follow-up inspection(s).**

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

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

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

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

525 ☒ **ADDENDA:** The attached A, Land Disclosure Report is/are made part of this Offer.

526 **ADDITIONAL PROVISIONS/CONTINGENCIES** \_\_\_\_\_

527 In the event that the transaction fails to close based on any of identified contingencies, earnest money  
 528 shall be returned to the buyer within 2 business days  
 529 \_\_\_\_\_  
 530 \_\_\_\_\_  
 531 \_\_\_\_\_  
 532 \_\_\_\_\_  
 533 \_\_\_\_\_  
 534 \_\_\_\_\_

535 This Offer was drafted by [Licensee and Firm] Cheryl Quimby LLC/Keller Williams Fox Cities  
 536 \_\_\_\_\_ on 04/13/2018

537 (x) Jason McGlone dotloop verified 04/25/18 9:46PM EDT 1M0I-BH2Y-L8MX-31RX  
 538 Buyer's Signature ▲ Print Name Here ► Jason A. McGlone Date ▲

539 (x) Aaron Juckett dotloop verified 04/25/18 6:54PM EDT FOVE-041L-TV35-DE0A  
 540 Buyer's Signature ▲ Print Name Here ► Aaron Juckett Date ▲

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

542 \_\_\_\_\_ Broker (By) \_\_\_\_\_

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

546 (x) Chad Cassiani dotloop verified 04/26/18 1:04PM EDT 93Y9-VDO0-VIRL-K98I  
 547 Seller's Signature ▲ Print Name Here ► Chad B Cassiani Date ▲

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

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

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

REALTORS® ASSOCIATION OF NORTHEAST WISCONSIN, INC.  
W6124 Aerotech Drive, Appleton, WI 54914

RANW A, Page 1 of 7, 2015.2

**RANW ADDENDUM A TO THE OFFER TO PURCHASE**

1 This Addendum is made part of the Offer to Purchase dated 04/13/2018 (Offer), made by the  
2 undersigned Buyer with respect to the Property at 3601 East Evergreen Drive Lot #3 parcel id:311651003  
3 Appleton, Wisconsin (Property).

4 PARAGRAPHS PRECEDED BY A BOX ( ☐ ) ARE OPTIONAL AND ARE A PART OF THIS ADDENDUM IF THE BOX IS  
5 MARKED, SUCH AS WITH AN "X".

6 ☐ **CLOSING OF THE SALE OF BUYER'S PROPERTY CONTINGENCY**

7 This Offer is contingent upon the closing of the sale of Buyer's property located at \_\_\_\_\_  
8 \_\_\_\_\_ no later than \_\_\_\_\_.  
9 Buyer's property is, or shall be, within seven (7) days of acceptance of this Offer, listed for sale with \_\_\_\_\_  
10 \_\_\_\_\_ at a list price no greater than \_\_\_\_\_.  
11 If the closing of the sale of Buyer's property does not occur on or before the closing date for this Offer or if an offer for Buyer's  
12 property becomes null and void or terminated for any reason, Buyer shall promptly notify Seller in writing, and either Party shall have  
13 the right to declare this Offer null and void by written notice thereof delivered to the other Party.  
14 **(NOTE: Choose box at line 15 or 28 if box at line 6 is marked).**

15 ☐ **ACCEPTED OFFER TO PURCHASE ON BUYER'S PROPERTY AND NO BUMP**

16 **(NOTE: Choose box at line 17 or 18 if box at line 15 is marked)**

17 ☐ Seller acknowledges that Buyer has provided Seller a copy of the accepted offer to purchase on Buyer's property.  
18 ☐ Buyer shall deliver to Seller, within three (3) days of acceptance of this Offer a copy of the accepted offer to purchase on  
19 Buyer's property.

20 **(NOTE: Choose one of the two options on line 21 or 23 if box at line 18 is marked)**

21 ☐ with written proof that all contingencies are satisfied or removed, and which has a closing date prior to the closing  
22 in this Offer.  
23 ☐ which is subject to financing and \_\_\_\_\_, and which  
24 has a closing date prior to the closing in this Offer.

25 If Buyer does not make timely delivery of the accepted offer on Buyer's property that is consistent with the representation(s)  
26 above, Seller may terminate this Offer by delivering a written notice of termination to Buyer prior to **(Buyer's delivery) (Seller's**  
27 **Actual Receipt) (STRIKE ONE)** ("Buyer's delivery" if neither is stricken) of a copy of the accepted offer on Buyer's property.

28 ☐ **CONTINUED MARKETING - WITH BUMP CLAUSE**

29 If Seller accepts a bona fide secondary offer, Seller may give written notice to Buyer of such acceptance. This Offer shall be  
30 null and void and Buyer shall be deemed conclusively to have forfeited and released any interest in the Property unless Buyer,  
31 prior to such notice or within \_\_\_\_\_ hours of Buyer's Actual Receipt of such notice, delivers to Seller one of the following:

32 (1) written notice from Buyer that Buyer is waiving the Closing of the Sale of Buyer's Property Contingency and all  
33 financing contingencies in this Offer, making this a cash offer AND written verification from a financial institution or a third  
34 party in control of Buyer's funds that Buyer has sufficient funds necessary to close this transaction which are not  
35 contingent on the sale of Buyer's property, or;

36 (2) a copy of the offer to purchase on Buyer's property which has all contingencies, other than any financing  
37 contingencies, properly removed or satisfied AND written verification from a financial institution that buyer under said offer  
38 to purchase has been pre-approved for financing which then will modify this Closing of the Sale of Buyer's Property  
39 contingency making this Offer subject to the successful closing of the sale of Buyer's property described on lines 7-8  
40 above, on or before the closing date in the Offer.

41 **NOTE: A financing pre-approval is NOT considered a loan commitment.**

42 If Buyer accepts a bona fide offer for the purchase of Buyer's property prior to receiving written notice from Seller that Seller  
43 has accepted a bona fide secondary offer, Buyer shall promptly notify Seller of such acceptance. Such notification does NOT  
44 modify **lines 6-52 of this Addendum** (the Closing of the Sale of Buyer's Property Contingency).

45 Unless Seller has given Buyer notice of a bona fide secondary offer, once Buyer has an accepted offer on Buyer's property that  
46 complies with requirement (2) above, the Buyer shall promptly deliver to Seller a copy of such offer and this Closing of the Sale  
47 of Buyer's Property Contingency shall be deemed modified and subject to the closing of the sale of Buyer's property.

48 Other than the deadlines for Buyer Financing Pre-approval letter, if applicable, payment of Earnest Money and  
49 \_\_\_\_\_, all deadlines in this Offer which  
50 run from acceptance shall run from the time Buyer has complied with requirement (1) above or from the time Buyer has an  
51 accepted offer for the purchase of Buyer's property that complies with requirement (2) above.

52 **NOTE: Buyer may not unilaterally waive this contingency without compliance with requirements (1) or (2) above.**



53 ☐ **BUYER'S FINANCING PRE-APPROVAL**

54 Within seven (7) days of acceptance of this Offer, Buyer shall deliver to Seller a written verification from a financial institution or  
55 mortgage broker that Buyer has been pre-approved for financing, which may be based on the following minimum criteria:  
56 satisfactory credit history, accepted offer terms, and Buyer debt ratios. If Buyer does not make timely delivery of said pre-approval,  
57 Seller may terminate this Offer by delivering a written notice of termination to Buyer prior to Buyer's delivery of a copy of Buyer's  
58 written financing pre-approval to Seller.

59 **NOTE: Pre-approval is not considered a loan commitment.**

60 **SURVEY, LOT LINE AND BOUNDARY DISCLOSURES**

61 **CAUTION: If a parcel will be split from (an)other parcel(s) or combined with (an)other parcel(s) a Certified Survey Map or**  
62 **Subdivision Plat normally will be required. Use a separate contingency for a Certified Survey Map or a Subdivision Plat and**  
63 **allow adequate time for completing the Survey.**

64 **TITLE CAUTION:** Any survey used for the purpose of deleting the lot and boundary exception in the title policy must conform to the  
65 standards set by the title company. It is the Buyer's responsibility to have the title company clarify the necessary survey standards  
66 for deletion of the lot and boundary exceptions listed in the title commitment.

67 ☐ **MAPS AND SURVEYS CHECK ALL THAT ARE APPLICABLE**

68 **CAUTION: Consider cost and need for map features before selecting them.**

69 ☐ **PREVIOUS SURVEY MAP:** Buyer acknowledges receiving a copy of the **(Boundary) (Certified) STRIKE ONE** Survey  
70 Map prepared on \_\_\_\_\_ (Date) by \_\_\_\_\_ (Name of  
71 Surveying Company) that includes this Property and **IS PROVIDED FOR INFORMATION PURPOSES ONLY.**

72 ☐ **SUBDIVISION PLAT:** Buyer acknowledges receipt of a Subdivision Plat map that includes this Property and **IS**  
73 **PROVIDED FOR INFORMATION PURPOSES ONLY.**

74 **CAUTION: the accuracy of information contained in the above document(s) is not warranted. Lot size, location of**  
75 **boundaries, placement of improvements (if any), existence of easements, elevations, soil type(s), or other factors**  
76 **should be verified by an appropriate expert (i.e. surveyor, engineer) if material to recipient of the document(s).**

77 ☐ **BOUNDARY SURVEY MAP:** This Offer is contingent upon **(Buyer obtaining) (Seller providing) STRIKE ONE** ("Buyer  
78 obtaining" if neither is stricken) a map of the Property prepared by a registered land surveyor within \_\_\_\_\_ days of acceptance  
79 of this Offer, at **(Buyer's) (Seller's) STRIKE ONE** ("Buyer's" if neither is stricken) expense. The Boundary Survey Map must  
80 have been prepared between the acceptance date and closing date. The map shall identify the legal description of the  
81 Property, the Property's boundaries and dimensions, staking of all corners of the Property, dedicated and apparent rights of  
82 way, lot dimensions, total acreage and square footage, any improvements that affect the Property boundary, visible  
83 encroachments that affect the Property boundary, the location of buildings, if any, and also include:

- 84 ☐ easements  
85 ☐ improvements on the Property (streets, driveways, patios, decks, poles, fences, walls, etc.)  
86 ☐ such survey shall be in satisfactory form and accompanied by any required surveyor's report sufficient to enable  
87 Buyer to obtain removal of the standard survey exception on the title policy

88 ☐  
89 This contingency shall be deemed satisfied unless Buyer, within five (5) days of Actual Receipt of the Survey, delivers to  
90 Seller a written notice listing Buyer's specific objections to the terms and conditions of the survey. Upon Actual Receipt of said  
91 Notice, Seller shall have ten (10) days to cure said objections and the time for closing shall be extended accordingly. If Seller  
92 is unable to timely cure Buyer's objections, Buyer may terminate this Offer by delivering a written notice of termination to  
93 Seller.

94 ☐ **WAIVER OF SURVEY CONTINGENCY**

95 Buyer acknowledges there may be benefits of surveying the Property. Buyer hereby voluntarily waives the inclusion of a property  
96 survey contingency in this Offer.

97 **INSURABILITY OF PROPERTY**

98 **CAUTION: For Flood Plain Insurance cost and insurability see lines 135-147** Buyer is aware that the availability and cost of  
99 property and/or homeowners insurance may be determined by numerous factors, including, but not limited to, buyer's credit history  
100 (credit score), buyer's insurance claims history, condition of property, the type of electrical service on a property, and the history of  
101 prior claims on a property.

102 **NOTE: The Parties acknowledge that real estate licensees are not experts with respect to insurance and are advised to**  
103 **contact their insurance agent as to requirements for obtaining insurance.**

104 ☒ Within seven (7) days of acceptance of this Offer, Buyer may terminate this Offer by delivering to Seller written notice from a  
105 qualified third party determining the Property is uninsurable. Buyer to pay any costs associated with this determination unless  
106 otherwise agreed in writing.

107 ☐ **WAIVER OF CONTINGENCY TO INVESTIGATE THE INSURABILITY OF THE PROPERTY**

108 Buyer acknowledges there may be benefits of investigating the insurability of the Property as defined in the Offer. Buyer hereby  
109 voluntarily waives the inclusion of any provision for investigating the insurability of the Property in this offer.

110 **ZONING AND BUILDING RESTRICTIONS, COMPREHENSIVE PLANS**

111 Zoning and building restrictions affect the use of the Property. Annexations and comprehensive plans may affect the future use or  
112 value of the Property by influencing future development (residential, commercial, transit systems, storm water management system,  
113 etc.) in the county and municipality. Buyer is advised that the municipality in which the Property is located likely has existing zoning  
114 and building restrictions and may have a Comprehensive Plan.

115 **NON-CONFORMING PROPERTY, VARIANCES AND CONDITIONAL USE PERMITS**

116 Buyer is aware that some properties are considered legal non-conforming properties which no longer conform to current zoning due  
117 to changing building regulations, restrictions, and lot size requirements, or due to variances. Buyer also is aware that some  
118 properties are subject to Conditional Use Permits (CUPs) that may contain special restrictions regarding use of the property.  
119 Restrictions on non-conforming uses or structures and CUP restrictions may affect Buyer's ability to build, rebuild, remodel, replace,  
120 enlarge or use an existing structure (consider special hazard insurance if Property is non-conforming). Buyer is encouraged to  
121 contact the applicable municipal authorities regarding existing zoning and building restrictions, variance or CUP restrictions, potential  
122 future annexations and possible comprehensive plans, if these issues are material to Buyer's decision to purchase.

123 ☐ Within seven (7) days of acceptance of this Offer, Buyer may terminate this Offer by delivering to Seller written notice which  
124 includes a written determination from an applicable municipal authority that the Property use or structure is non-conforming or the  
125 Property is subject to a variance or CUP, and that as a result the Property owner's ability to build, rebuild, remodel, replace, enlarge  
126 or use the Property is materially restricted. Any costs associated with this determination to be paid by Buyer, unless otherwise  
127 agreed in writing.

128 ☐ **WAIVER OF CONTINGENCY TO INVESTIGATE NON-CONFORMING PROPERTY, VARIANCE AND CONDITIONAL USE**  
129 **PERMIT RESTRICTIONS**

130 Buyer acknowledges there may be benefits of investigating whether the Property use, lot size, lot configuration, or structure(s) fails to  
131 conform to existing regulations and zoning ordinances, whether the Property is subject to a variance or CUP, and whether the  
132 Property owner's ability to build, rebuild, remodel, replace, enlarge or use an existing structure is restricted as a result thereof. Buyer  
133 hereby voluntarily waives the inclusion in this Offer of any provision to investigate zoning, variance and CUP restrictions on the  
134 Property.

135 **FLOODPLAIN / WETLANDS**

136 **CAUTION:** Buyer is aware the floodplain and wetland areas are difficult to identify, even when using available floodplain and wetland  
137 maps; that some wetlands that may affect Buyer's use of the Property are not necessarily included in wetland maps; and that  
138 floodplain maps may change frequently and should not necessarily be assumed to be accurate. Buyer is encouraged to consult with  
139 appropriate government officials to obtain specific elevations to confirm inclusion in or exclusion from a floodplain if such information  
140 is material to Buyer. Buyer may wish to contact the National Flood Insurance Program (NFIP) for information about flood insurance  
141 as it relates to this Property (<https://www.floodsmart.gov/floodsmart/>). Also see (<http://www.fema.gov>).

142 **Buyer should not assume that Buyer's premiums for flood insurance will be comparable to those charged to Seller.**

143 ☐ Within seven (7) days of acceptance of this Offer, Buyer may terminate this Offer, by delivering to Seller a written notice  
144 accompanied by a determination from a qualified third party (including a flood certification company working for Buyer's lender or a  
145 flood insurance premium quote from a licensed insurance agent) that has determined the Property improvements are located in a  
146 100 year floodplain or wetland area, or the cost of an annual flood insurance policy will be excessive. Any costs for floodplain or  
147 wetland evaluation and / or costs to obtain a quote for flood insurance are to be paid by Buyer, unless otherwise agreed to in writing.

148 ☐ **WAIVER OF CONTINGENCY TO INVESTIGATE FLOOD INSURANCE COSTS OR WHETHER THE PROPERTY IS IN A**  
149 **FLOODPLAIN OR A WETLAND**

150 Buyer acknowledges there may be benefits of investigating whether a property is in a floodplain or wetland and what the cost of flood  
151 insurance may be for a property. Buyer hereby voluntarily waives the inclusion of any provision in this Offer to investigate whether  
152 the Property is in a floodplain or wetland, or to determine what the cost may be to obtain flood insurance for the Property.

153 **LICENSEE DISCLOSURE OF PERSONAL INTEREST (NOT TO BE USED FOR RESPA DISCLOSURE PURPOSES)**

154 ☐ **DISCLOSURE OF LICENSURE:** The parties are aware that (Buyer) (Seller) **STRIKE ONE** is a real estate licensee with \_\_\_\_\_  
155 \_\_\_\_\_ and is acting as a principal in  
156 this transaction with the consent of all parties.

157 ☐ **LICENSEE RELATED TO BUYER/SELLER:** Licensee, \_\_\_\_\_ (Name), is a  
158 relative of (Buyer) (Seller) **STRIKE AS APPLICABLE** and is acting as a real estate agent in this transaction on behalf of an  
159 immediate family member with the consent of all parties.

160 ☐ **LICENSEE INTEREST IN BUYER/SELLER ENTITY.** Licensee, \_\_\_\_\_ (Name)  
161 has an interest in the (Buyer) (Seller) **STRIKE ONE** entity (state name of entity, e.g. name of LLC, partnership, corporation, etc.)  
162 \_\_\_\_\_, and is acting as a real  
163 estate agent on behalf of this entity with the consent of all parties.

164 **BUYER'S TITLE**

165 Buyer is advised to promptly consult legal counsel regarding how Buyer is to take title to the Property. Wisconsin law prohibits real  
166 estate licensees from advising buyers how title should be taken.

167 **SHORELAND ZONING AND PIER REGULATIONS**

168 All counties in Wisconsin (except Milwaukee County) are required to enact shoreland zoning ordinances that meet or exceed the  
169 minimum requirements established by the Wisconsin Department of Natural Resources (DNR). Such ordinances generally apply to  
170 unincorporated land that is within 1,000 feet of the ordinary high water mark of a lake, pond, or flowage; or within 300 feet of the  
171 ordinary high water of a river or stream or to the landward side of the floodplain, whichever distance is greater, and may restrict the  
172 use and future uses and improvements to a property. Some property improvements and modifications may require a mitigation plan  
173 approved by the county and recorded with the register of deeds. Buyer must comply with any existing mitigation plan.

174 State law and local ordinances regulate the size, placement, and design of piers (e.g. docks) and boat slips. A permit may be  
175 required by the DNR to install a new pier, depending upon the size and location of the pier. Unless a pier interferes with the riparian  
176 rights of other riparian owners or the owner of the pier was notified by the DNR before April 17, 2012, that the pier is detrimental to  
177 the public interest, most piers installed prior to April 17, 2012, are grandfathered. Wis. Stat. § 30.12(1K)(b).

178 Buyer acknowledges that it is solely the Buyer's responsibility to determine whether any current or proposed future shoreland zoning  
179 or pier regulations are consistent with Buyer's intended use of the property. Buyer is encouraged to consult with an attorney to assist  
180 in making such determination. For more information Buyer should contact the county zoning office or visit <http://www.dnr.wi.gov>.

181 ☐ Within \_\_\_\_\_ days of acceptance of this Offer, Buyer may terminate this Offer by delivering to Seller written notice specifying  
182 the uses and/or improvements that will not be permitted under the current or proposed future regulations and to which Buyer objects.  
183 Any costs for investigation of shoreland zoning and pier regulations and ordinances are to be paid by Buyer, unless otherwise  
184 agreed to in writing.

185 ☒ **WAIVER OF CONTINGENCY TO INVESTIGATE SHORELAND ZONING AND PIER REGULATIONS**

186 Buyer acknowledges there may be benefits of investigating how shoreland zoning and pier regulations may affect the Property.  
187 Buyer hereby voluntarily waives the inclusion in this Offer of any provision to investigate how shoreland zoning and pier regulations  
188 may affect the Property.

189 ☐ **BASEMENT FUEL OIL TANKS CURRENTLY NOT IN USE**

190 The Buyer and Seller acknowledge that, as of the acceptance date of this Offer, there is an aboveground or basement fuel oil tank  
191 on the Property that is not currently being used and:

192 ☐ Buyer shall assume all responsibility, including the cost for the maintenance or removal of this tank after closing.

193 ☐ Seller, at Seller's expense, will have a qualified third party contractor remove the tank prior to closing and  
194 provide written confirmation of the tank removal (e.g., paid invoice) no later than closing.

195 **CAUTION: Lines 189-195 do not apply to residential buildings with more than two dwelling units.**

196 ☐ **WAIVER OF HOME INSPECTION CONTINGENCY**

197 Buyer acknowledges there may be benefits of a home inspection as defined in the Offer, and hereby voluntarily waives the  
198 inclusion of a home inspection of the Property in this Offer.

199 **MUNICIPAL REPORT/CODE COMPLIANCE**

200 Seller agrees to provide Buyer, and Buyer's lender's closing agent, if applicable, with a written statement verifying the status of real  
201 estate taxes, current or planned special assessments, and other municipal charges affecting the Property, if such a statement is  
202 available from the municipality in which the Property is located. This statement shall be provided prior to closing, at Seller's expense.  
203 Seller also agrees, at Seller's expense, to provide at or before closing all required municipal Certificates of Compliance, Occupancy  
204 Permits, and any other documents/approvals required at the time of sale by applicable municipal code(s) including, but not limited to,  
205 documentation of compliance with Clear Water, Back Flow Protection, Cross-Connection Examinations, and Hard Surface Driveway  
206 Ordinance requirements.

207 **NOTE: This paragraph will not apply to private wells, private well water or private onsite wastewater treatment systems**  
208 **(POWTS), also known as a private sanitary system, that may be addressed in another part of the Offer.**

209 ☐ **REPAIRS REQUIRED BY LENDER**

210 If, as a condition of the mortgage loan commitment, the Buyer's lender requires repairs other than repairs to which Seller has  
211 previously agreed:

212 ☐ (Buyer) (Seller) **STRIKE ONE** shall be responsible for such repairs not exceeding \$ \_\_\_\_\_ .

213 ☐ (Buyer) (Seller) **STRIKE ONE** shall be responsible for the first \$ \_\_\_\_\_ of repair expenses  
214 and the (Buyer) (Seller) **STRIKE ONE** shall be responsible for the next \$ \_\_\_\_\_ of repair expenses.

215 ☐ The Buyer and Seller shall be equally responsible for the total cost of repairs, not to exceed \$ \_\_\_\_\_ in total.

216 ☐ \_\_\_\_\_  
217 If total repair estimate exceeds the amount specified, the Party(ies) responsible for the repair expenses may terminate this Offer by  
218 delivering written notice of the total repair estimate to the other Party, unless the other Party agrees to pay for the excess amount by  
219 delivering a written notice to the Party responsible for repair expenses.

**TESTING**

Unless otherwise specified, testing (including testing for Hazardous Substances, see lines 223-230) is prohibited without a testing contingency.

**HAZARDOUS SUBSTANCES**

The parties are aware that the news media and other public information sources indicate that lead, arsenic, radium, solvents, pesticides, radon gas, asbestos, lead-based paint, mold and other toxic substances and chemicals within a structure, in soils, or in public and private drinking water (see: <http://www.dnr.wi.gov>), can cause serious health hazards.

Seller represents that, to the best of Seller's knowledge, the Property does not contain any condition constituting a significant health hazard, unless otherwise indicated on Seller's Real Estate Condition Report or other written disclosures provided to Buyer. Buyer is encouraged to include in Buyer's Offer inspection and testing contingencies with respect to these substances and to consult with the appropriate experts if such condition(s) are material to Buyer.

☐ **TESTING CONTINGENCY**

This offer is contingent upon **(Buyer obtaining) (Seller providing) [STRIKE ONE]** ("Buyer obtaining" if neither is stricken) a current written report from a qualified third party documenting the results of testing conducted pursuant to applicable government or industry protocols and standards, and which disclose(s) no unsafe levels of [indicate substances or compounds to be tested]: \_\_\_\_\_

within \_\_\_\_\_ days of acceptance, at **(Buyer's) (Seller's) [STRIKE ONE]** ("Buyer's" if neither is stricken) expense.

This Testing Contingency shall be deemed satisfied unless Buyer, within five (5) days of the deadline for obtaining said reports, delivers to Seller a copy of the written testing report(s) and a written notice listing the Defect(s) identified in such report(s) to which Buyer objects (Notice of Defects).

**RIGHT TO CURE: Seller (shall) (shall not) [STRIKE ONE]** have the right to cure (Seller "shall" if neither is stricken). If Seller has right to cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within ten (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 three (3) days prior to closing. This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written 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 not cure or (b) Seller does not timely deliver the written notice of election to cure. A Defect is defined as per the Offer and does not include structural, mechanical or other conditions the nature and extent of which Buyer had actual knowledge or written notice before signing the Offer.

☐ **RADON TESTING CONTINGENCY**

**CAUTION: Only check one of the boxes** at line 254 or line 269; do **NOT** select both.

This Offer is contingent upon Buyer, at Buyer's expense, obtaining a radon test performed and written report provided by a "qualified third party" consistent with applicable government or industry protocols and standards. If Buyer fails to deliver a copy of the radon test report to Seller within the timeline described below, or if the radon test report indicates the level of radon is less than 4 picoCuries per liter (using the EPA Protocol Average if stated on the report), this contingency shall be deemed satisfied.

☐ If Buyer, within \_\_\_\_\_ days of acceptance, delivers to Seller a written copy of radon test report with results indicating a level of radon of 4.0 picoCuries per liter or more, the Parties hereby agree that Seller will permit a radon mitigation system to be installed prior to closing, and **(Buyer) (Seller) [STRIKE ONE]** ("Buyer" if neither is stricken) shall select: (1) a qualified mitigation contractor who will install an active radon mitigation system, consistent with EPA standards, prior to closing and provide the Parties, using the same standards as above, with a written test report showing radon level of less than 4.0 picoCuries per liter; and (2) the location of radon mitigation vent piping: **[Choose one of the two (2) following boxes below]**

☐ **(Buyer) (Seller) [STRIKE ONE]** ("Buyer" if neither is stricken) is responsible for the total cost of radon mitigation, expense not to exceed \$ \_\_\_\_\_ total.

☐ **Buyer and Seller** to equally share responsibilities for the total cost of radon mitigation, not to exceed \$ \_\_\_\_\_ in total.

If total repair estimate exceeds the amount specified, the Party(ies) responsible for the repair expense may terminate this Offer by delivering written notice of the total repair estimate to the other Party, unless the other Party, within 3 days of receipt of written notice, agrees to pay for the excess amount by delivering a written notice to the Party responsible for repair expenses.

☐ If Buyer, within \_\_\_\_\_ days of acceptance, delivers to Seller a copy of the radon report with results indicating the level of radon is 4.0 picoCuries per liter or more, this Offer shall be null and void.

(If the box at line 254 and the box at line 269 are both marked the box at line 254 shall prevail).

**CAUTION: When the Seller is providing Buyer with a radon warranty from a qualified independent company (which is sometimes provided if Seller is a relocation company) that includes a radon test and a mitigation system (mitigation system provided if the test results are 4.0 picoCuries per liter or more), Buyer should use the radon testing contingency above ONLY if Buyer wants to have a radon testing contingency in addition to the radon warranty plan provided by Seller.**

☐ **WAIVER OF RADON TESTING CONTINGENCY**

Buyer acknowledges there may be benefits to testing for the presence of radon gas. Buyer hereby voluntarily waives the inclusion of a testing contingency for radon gas on the Property.



280 ☐ **HOME WARRANTY PLAN:** A limited home warranty plan for a term of one year shall be included, effective the date of closing,  
 281 provided the Property qualifies for the warranty plan. The cost of the home warranty shall not exceed \$ \_\_\_\_\_ and will  
 282 be paid by (Buyer) (Seller) **STRIKE ONE** ("Seller" if neither is stricken) at closing. The warranty plan will be ordered by the (listing)  
 283 (cooperating) **STRIKE ONE** ("listing" if neither is stricken) broker. Buyer is advised that a home inspection may detect pre-existing  
 284 conditions which may not be covered under the warranty plan.

285 ☐ **WAIVER OF HOME WARRANTY**

286 Buyer acknowledges there may be benefits to having a limited home warranty plan for the Property. Buyer hereby voluntarily waives  
 287 the inclusion of any requirement for a limited home warranty plan for the Property in this Offer.

288 **SELLER'S CONTRIBUTION**

289 ☐ Seller shall give Buyer a credit at closing in the amount of \$ \_\_\_\_\_ to assist Buyer in purchasing the Property.  
 290 Buyer may use such funds for closing costs, pre-pays, escrows, and/or other fees allowed by Buyer's lender. Any funds not  
 291 approved by Buyer's lender/underwriter prior to closing shall be credited back to the Seller at closing.

292 **CAUTION: No part of such funds may be used for payment of commission or fees to any broker.**

293 ☒ Buyer Agency Fee: Seller shall pay on behalf of Buyer at closing a Buyer Agency fee of \$ \_\_\_\_\_ or 3 %  
 294 of sale price to Buyer's Broker. **Such payment is in addition to any compensation offered to Buyer Broker through the MLS or**  
 295 **other applicable Broker-to-Broker agreements.**

296 ☒ **APPRAISAL CONTINGENCY WITH RIGHT TO CURE**

297 This Offer is contingent upon the Buyer or Buyer's lender having the Property appraised by a Wisconsin licensed or certified  
 298 independent appraiser who issues an appraisal report dated subsequent to the date of this Offer indicating an appraised value for  
 299 the Property equal to or greater than the agreed upon purchase price. This contingency shall be deemed satisfied unless Buyer,  
 300 within 50 days of acceptance, delivers to Seller a copy of the appraisal report which indicates that the appraised value is not  
 301 equal to or greater than the agreed upon purchase price. Seller may satisfy this Appraisal Contingency by delivering a written  
 302 amendment to Buyer within five (5) days of delivery of the appraisal report, amending the agreed upon purchase price to match the  
 303 appraised value. Buyer agrees to deliver an accepted copy of this amendment to Seller within five (5) days of delivery of the  
 304 amendment of Seller. This Offer shall be null and void if Buyer makes timely delivery of the appraisal report and Seller either (a)  
 305 delivers written notice that Seller will not change the price or, (b) Seller does not timely deliver the written amendment changing the  
 306 purchase price. Buyer and Seller agree to make other amendments to this Offer necessitated by this change in purchase price.

307 **NOTE: An executed FHA/VA Amendment will supersede this clause.**

308 ☐ **WAIVER OF APPRAISAL CONTINGENCY**

309 Buyer acknowledges there may be benefits to obtaining an appraisal report for the Property as defined in the Offer. Buyer hereby  
 310 voluntarily waives the right to have a separate appraisal contingency for the Property in this Offer.

311 **CLOSING AND ESCROW FEE(S)**

312 Buyer shall pay fees charged by the closing/escrow agent providing Buyer's mortgage closing services. In the event an escrow is  
 313 required, the Party required to escrow funds shall arrange for the preparation of the escrow agreement and pay the fees charged by  
 314 the escrow agent.

315 **Cash Closing:** If this is a cash closing (Buyer) (Seller) **STRIKE ONE** ("Buyer" if neither is stricken) will pay the closing fee charged  
 316 by the closing agent.

317 **PERSONAL PROPERTY**

318 Seller warrants and represents that any personal property that may be a part of this transaction (e.g. stove, refrigerator, washer,  
 319 dryer) is owned by Seller free and clear of any liens or encumbrances and is in working order at time of closing. No warranties or  
 320 representations regarding condition survive the closing of this transaction.

321 **INSPECTIONS, TESTS, APPRAISALS, AND OPINIONS**

322 Real estate agent(s) may furnish a list of independent inspectors/testers to the Seller/Buyer as a convenience to the Party(ies) and  
 323 are not responsible for the competency or performance of the inspectors/testers. The Party designated as responsible for obtaining  
 324 any inspection or test shall be solely responsible for determining the qualifications of the inspector/tester. In the event any inspection  
 325 or test is ordered on behalf or at the direction of a Party by a broker in the transaction, the Parties agree to hold the broker harmless  
 326 for any damages or liability resulting from the inspection or test, other than that caused by the broker's negligence or intentional  
 327 wrongdoing. Buyer may receive copies of certain inspection(s), test(s), appraisal(s) or other reports prepared for other parties and  
 328 Buyer should carefully review such reports to determine the age and purpose of the report(s) and the standards of practice followed  
 329 by the individual or entity preparing the report(s).

330 It is recommended the Buyer have the Property inspected by a Wisconsin registered home inspector or other qualified independent  
 331 inspector/tester (for inspections/tests other than a "home inspection").



**SHARED DRIVEWAY**

If there is a shared driveway affecting the Property, this Offer is contingent upon Seller, at Seller's expense, providing Buyer with a copy of a written shared driveway agreement not less than five (5) days before closing. The agreement shall provide that the Parties to the agreement share equally in the rights and obligations relating to the shared driveway, including use and maintenance. This contingency shall be deemed satisfied unless Buyer, within five (5) days of Actual Receipt of the agreement, delivers to Seller a written notice listing Buyer's specific objections to the terms and conditions of the agreement. Upon Actual Receipt of said notice Seller shall have ten (10) days to cure said objections and the time for closing shall be extended accordingly. If Seller is unable to timely cure Buyer's objections, Buyer may terminate this Offer by delivering written notice of termination to Seller. If the agreement is not of record, it shall be provided in recordable form, with recording fees to be Seller's expense.

**BUYER'S RESPONSIBILITY TO ASCERTAIN CONDITION OF THE PROPERTY/MATERIAL FACTORS**

Buyer acknowledges that it is Buyer's responsibility to make certain that the Property is in a condition that Buyer finds acceptable. The Parties acknowledge that real estate licensees are not experts with respect to construction techniques or building materials and the Parties are advised to consult and rely on the opinions of appropriate experts. Buyer should be satisfied that Buyer knows how various factors will affect the Property, including, but not limited to, proximity to public transportation, airport overlay restrictions, airport noise, traffic noise, special health concerns of family members, vehicle or boat traffic, lake flies, pests, waterborne pests, ice shoves, water blooms/algae blooms, invasive aquatic vegetation, manufacturing noise, area odors, existing or abandoned landfills and/or quarries, parks, public trails, possible future assessments for public improvements and other conditions. Buyer acknowledges that Buyer has made such independent inquiries as Buyer deemed necessary concerning material factors. Buyer acknowledges that Buyer has not relied upon any statements or representations by Seller or any real estate agent regarding conditions or occurrences affecting the Property or transaction unless such statements or representations are contained in this Offer, are incorporated by reference into this Offer or have otherwise been provided to the Buyer in writing.

**INCLUSION OF OPTIONAL PROVISIONS**

For optional provisions in the Offer (and any addenda) which require a box to be checked which have not been marked n/a or struck in their entirety, if any blank within any part of the optional provision has been filled in, then it shall be as if the appropriate box also was marked, thereby including said optional provision with the Offer.

**ACKNOWLEDGEMENT OF TERMS**

The Parties acknowledge that the terms of this Addendum are incorporated into and made a part of the Offer. Seller's initials shall not constitute the acceptance or other disposition of the Offer, which disposition shall be as indicated on the Offer itself.





**CONFLICTING PROVISIONS**

Should any provision of this Addendum conflict with any provision of the Offer or any other Addenda to this Offer, the provisions of this Addendum shall prevail, except if an FHA/VA Amendatory clause is executed by the parties. The prevailing Central Time (Central Standard Time or Central Daylight Time) shall be used when determining whether a date and time in the Offer to Purchase are met. **NOTE: An executed FHA/VA Amendment will supersede this clause.**

**ADDITIONAL PROVISIONS/CONTINGENCIES**

**READING / UNDERSTANDING:**

By initialing below all Parties acknowledge receipt of this Addendum and that they have read it carefully. **BUYER AND SELLER ARE ADVISED THAT THIS ADDENDUM CONTAINS PROVISIONS WHICH MAY NOT BE APPROPRIATE IN ALL TRANSACTIONS. NO REPRESENTATION IS MADE AS TO THE LEGALITY, APPROPRIATENESS OR ADEQUACY OF ANY PROVISION IN A SPECIFIC TRANSACTION. BUYER AND SELLER ARE ENCOURAGED TO CONSULT WITH THEIR OWN LEGAL COUNSEL REGARDING THE INTERPRETATION, LEGALITY, APPROPRIATENESS OR ADEQUACY OF THE PROVISIONS OF THIS ADDENDUM.**

(X)	 04/25/18 _____ (Buyer(s)) Initials) ▲	Date ▲	(X)	 04/26/18 _____ (Seller(s)) Initials) ▲	Date ▲
(X)	 04/25/18 _____ (Buyer(s)) Initials) ▲	Date ▲	(X)	 _____ (Seller(s)) Initials) ▲	Date ▲



Parcel 31-1-6510-03



1-6505

USA Youth Complex

Badger Sports Park

1-6508

1-6508-2

E Evergreen Dr

1-6510-6

1-6510-5

1-6510-4

1-6510-3

1-6510-1

El Jaripeo

Subject Parcel

1-6510

N French Rd





**APPLETON STORAGE I, LLC**  
**SPECIAL USE DEVELOPMENT AGREEMENT**

THIS SPECIAL USE ~~RE~~DEVELOPMENT AGREEMENT (“Agreement”) is made by and between the City of Appleton (“City”), a municipal corporation and political subdivision of the State of Wisconsin, located in Outagamie County and Appleton Storage I, LLC, a Wisconsin limited liability company. (“Developer”).

WITNESSETH:

WHEREAS, Developer owns approximately ~~8.36~~11.56 acres of land located at 2400 West College Avenue in the City, within TIF District 10, all as described on the attached Exhibit A (the “Property”); and

WHEREAS, Developer seeks to divide the Property in accordance with the certified survey map (the “CSM”), which CSM was approved by the City on June 20, 2018. The CSM as approved by the City is attached hereto as Exhibit B; and

WHEREAS, Developer seeks to develop the Property into a personal storage facility on Lot 2 of the CSM and other uses on Lot 1 of the CSM; and

WHEREAS, on May 2, 2018, the City granted a conditional Special Use Permit for Lot 2 of the CSM; and

WHEREAS, the City conditioned the issuance of the Special Use Permit for the personal storage facility on the terms and conditions set forth below;

NOW THEREFORE, in consideration of the mutual covenants herein exchanged, the parties hereto agree as follows:

**SECTION I**

**PRE-DEVELOPMENT AND CONSTRUCTION PERIOD:** The following shall be undertaken by Developer in connection with the initial development of the Property into a personal storage facility, with related improvements, on Lot 2 of the CSM.

1. Plans. Developer is authorized to construct the development in strict conformity with plans and other documents submitted to and approved by the City, said plans and other documents being attached hereto, made a part hereof and marked as follows:

Exhibit A     Legal description

Exhibit B     Certified survey map

Exhibit C Site plan

Exhibit D Utilities, drainage and Grading-grading plan

Exhibit E Architectural plans, including elevations

Exhibit F Sign plan

Exhibit G Report adopted by the Plan Commission on April 10, 2018

Exhibit H Resolution #1-18 adopted by the Common Council on May 2, 2018

Exhibit I Landscaping plan submitted by the Developer for approval by the City

Developer agrees that all exhibits shall require final approval by City Staff, ~~City Planner, City Director of Inspection Services or City Engineer, as applicable,~~ before any plans can be implemented. Implicit in this covenant is the right of the City to require additional data and plan revisions, not inconsistent with applicable ordinances, or requests by required boards and committees. Such approvals shall not be unreasonably withheld, conditioned or delayed.

2. ~~Specific Planning Consultant~~Special Use Permit Conditions. City Staff must be satisfied that the specific conditions to the plans for the personal storage facility, as adopted by City, are met. These conditions include those set forth in Exhibit H, except as modified herein.

(a) Roadway. The section of the Property dedicated for public roadway, is depicted on Exhibit B. The dedication for public roadway on the Property and on the adjoining property in the Town of Grand Chute is depicted on Exhibit C. Any roadway to be constructed where depicted on either Exhibit B or C shall require no setback area, be 28 feet in width, shall be improved with pavement and curbing (at no cost to Developer) and shall not allow sidewalks or parking on either side. If the roadway improvements are not constructed within five (5) years of the issuance to Developer of the first occupancy permit on Lot 2 of the CSM, City shall vacate the dedicated roadway on the Property and convey it to Developer.

(b) Purchase Option. The City's right to purchase Lot 1 of CSM shall commence ~~upon~~three (3) years after the issuance of the first occupancy permit on Lot 2 of the CSM and shall expire three (3) years thereafter. During the period of the non-exclusive option, Developer retains the right to market Lot 1 of the CSM and, if Developer enters into a purchase/sale agreement with a prospective owner of Lot 1 of

the CSM, City's option right is suspended, pending closing of said purchase/sale agreement. If closing occurs, the option is cancelled. If closing does not occur, the City's option rights are reinstated. If the City chooses to exercise its option as provided above, the City shall notify Attorney Alan Marcuvitz by U.S. Mail of its decision. Both parties shall obtain an appraisal of Lot 1 within sixty (60) days of the City's notification of its intent to exercise said option and provided to the other party within ten (10) days of receipt. The parties shall negotiate the purchase price based upon the appraisals received. The appraisals shall establish a maximum and minimum purchase price for said property.

If the Developer enters into a purchase/sale agreement with a prospective owner of Lot 1 of the CSM, and said purchase/sale agreement is closed on said purchase, the City's option is not exercised. If a subsequent purchaser does not develop Lot 1 of the CSM within three (3) years of said purchase, the City's option becomes applicable on the terms herein identified.

3. Specific Engineering Conditions. City Staff must be satisfied that the additional specific conditions to the plans for the personal storage facility, as adopted by City, are met. All site engineering-related portions of the project, including traffic engineering, driveway design (including driveway design at intersecting streets), grading, storm water runoff and drainage, utilities, easements, sewer, water, electrical and all other engineering-related issues are subject to review and approval of the City Engineer.
4. Building Code Compliance. All proposed architectural and construction plans are subject to review and approval by the City ~~Director of Inspection Services~~ for compliance with all building codes.
5. Governmental Permits. Copies of any letters of review or permits required by any federal, state or county regulatory agency or other governmental agency shall be submitted to City prior to site plan approval.
6. Compliance with Ordinances. Developer shall comply with all applicable ~~Village~~ City ordinances during all construction by Developer, its successors or assigns on the Property.
7. Easement Documents. Prior to commencement of construction, Developer shall provide the City fully executed easements, as reasonably required by the City Engineer, such as utility easements benefiting the Property.
8. Off-Property Costs and Improvements. Developer shall pay all costs for



improvements and perform any work off the Property required by any imposition or requirement of any governmental body, including City, or any public utility.

9. Restrictive Covenants Prohibited. Other than this Agreement or as expressly authorized by City, neither Developer nor its successors or assigns may record with the Outagamie County Register of Deeds any covenant limiting or restricting the use of the Property or any portion of the Property. This prohibition does not apply to the recording of utility, access, storm water, parking or similar easements.

## SECTION II

OPERATIONAL CONDITIONS: The following conditions shall apply to operation of the proposed personal storage facility on Lot 2 of the CSM.

1. Outdoor Activities Prohibited. All sales, display, servicing, processing and other business, shall be conducted within completely enclosed buildings. All such activities are prohibited outdoors without a special use permit specifically granted by City for any such use.
2. Drives and Parking. Access drives are exclusively for ingress and egress for customer and employee vehicles and delivery trucks. Parking spaces are exclusively for parking for customer and employee vehicles. All parking shall occur in parking stalls designated in the Site Plan as off-street parking. There shall be no parking along College Avenue Service Road. Delivery truck parking shall be only for the reasonable time required to load and unload the trucks. All other use of parking spaces and drives is prohibited.
3. Truck Deliveries and Snowplowing. Truck deliveries and snowplowing shall be limited to 7:00 a.m. to 8:00 p.m. Snow from Lot 2 of the CSM shall not be stored on Lot 1 of the CSM.
4. Overhead Doors. All overhead doors shall remain closed unless loading or unloading is in progress.
5. Noise. HVAC mechanical units shall comply with the City noise ordinance. No outdoor public address speakers shall be used except as required for emergency purposes.

## SECTION III

AMENDMENTS:

This Agreement may not be rescinded, modified or amended, in whole or in part, except by mutual written agreement of the parties hereto, or their successors or assigns.

#### SECTION IV

##### SEVERABILITY OF PROVISIONS:

If any provision of this Agreement shall be held or declared to be invalid, illegal or unenforceable by reason of its being contrary to any applicable law, such provision shall be deemed to be deleted from this Agreement without impairing or prejudicing the validity, legality or enforceability of the remaining provisions.

#### SECTION V

##### MEDIATION OF DISPUTES REQUIRED:

Prior to litigation, and as a condition precedent to bringing litigation, any party deeming itself aggrieved under this Agreement shall be obligated to request nonbinding mediation of the dispute. Mediation shall proceed before a single mediator. In the event the parties cannot agree, the aggrieved party may then commence an action. However, the parties will thereafter be required to agree to alternative dispute resolution, if ordered by the Court.

#### SECTION VI

##### REMEDIES:

1. In the event of any party's default which is not cured within thirty (30) days after written notice thereof to the defaulting party, the non-defaulting party shall have all rights and remedies available under law or equity with respect to the default. In addition, and without limitation, any of the parties shall have the following specific rights and remedies:
  - (a) With respect to matters that are capable of being corrected by the non-defaulting party, the non-defaulting party may, at its option, correct the default and the non-defaulting party's reasonable costs in correcting the same, plus interest as provided in Section 3 below, shall be paid by the defaulting party to the non-defaulting party immediately upon demand;
  - (b) Injunctive relief;
  - (c) Action for specific performance; and;
  - (d) Action for money damages.
2. Reimbursement. Any amounts expended by the non-defaulting party in enforcing this Agreement, including reasonable attorney fees, together with interest at the

rate provided in Section 3 below, shall be reimbursed or paid to the non-defaulting party. If the defaulting party is Developer or its successors or assigns, such amounts expended by the City shall constitute a lien against the Property until such amounts are reimbursed or paid to the City, with such lien to be in the nature of a mortgage and enforceable pursuant to the procedures for foreclosure of a mortgage.

3. Interest. Interest shall accrue on all amounts required to be reimbursed by the defaulting party to the non-defaulting party at the prime rate of interest as established from time to time by U.S. Bank N.A. plus two percent (2%) per annum, from the date of default until the date of reimbursement in full with accrued interest.
4. Remedies are Cumulative. All remedies provided herein shall be cumulative and the exercise of one remedy shall not preclude the use of any other or all of said remedies.
5. Failure to Enforce Not Waiver. Failure to enforce any provision contained herein shall not be deemed a waiver of that party's rights to enforce such provision or any other provision in the event of a subsequent default.

## SECTION VII

### FORCE MAJEURE:

As used herein, the term "Force Majeure" shall mean any accident, breakage, war, insurrection, civil commotion, riot, act of God or the elements, governmental action, strike or lockout, picketing (whether legal or illegal), inability of a party or its agents or contractors, as applicable, to obtain fuel or supplies, or any other cause or causes beyond the reasonable control of such party or its agents or contractors, as applicable. The term "Force Majeure" shall not include depressed market or economic conditions. No party to this Agreement shall be in default hereunder if such party or its agents and contractors, if applicable, are prevented from performing any of its obligations hereunder due to a Force Majeure occurrence.

## SECTION VIII

### BINDING EFFECT:

This Agreement shall be binding upon the parties hereto and their successors and assigns. It is acknowledged that Developer may assign all or portions of its rights and obligations to retail end users.

## SECTION IX

NOTICES:

When any notice is to be provided by either party, the following are provided:

(a) City of Appleton  
Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(b) Appleton Storage I, LLC  
Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SECTION X

RECORDING:

A memorandum of this Agreement shall be recorded in the Office of the Register of Deeds for Outagamie County.

SECTION XI

As long as the tax increment district, including this site, remains in existence, the land and buildings on the site shall be owned and taxable for real estate tax, special assessments and personal property taxes. This provision may be waived at the option of the City upon the entry into a Payment in Lieu of Taxes (PILOT) agreement with the then property owner or lessee.

NOW, THEREFORE, in consideration of the terms, acknowledgments, understandings and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the parties hereby memorialize their understandings, acknowledgments, and agreements as aforesaid.

**[SIGNATURE PAGES TO FOLLOW]**



IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date indicated.

**DEVELOPER:**

APPLETON STORAGE I, LLC

\_\_\_\_\_, 2018.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF WISCONSIN )

: ss

MILWAUKEE COUNTY )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018, the above named \_\_\_\_\_, the \_\_\_\_\_ of APPLETON STORAGE I, LLC, a Wisconsin limited liability company, to me known to be the person who executed the foregoing instrument and acknowledged the same, as the act and deed of said company, by its authority.

\_\_\_\_\_  
Notary Public, State of Wisconsin

My Commission Expires: \_\_\_\_\_

**CITY:**

CITY OF APPLETON, WISCONSIN

\_\_\_\_\_, 2018.

By: \_\_\_\_\_

Name: Timothy M. Hanna

Title: Mayor

\_\_\_\_\_, 2018.

By: \_\_\_\_\_

Name: Kami Lynch

Title: City Clerk

STATE OF WISCONSIN )

: ss

MILWAUKEE COUNTY )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018, the above named Timothy M. Hanna, the Mayor, and Kami Lynch, the City Clerk of the CITY OF APPLETON, a Wisconsin municipal corporation, to me known to be the persons who executed the foregoing instrument and acknowledged the same, as the act and deed of said municipal corporation, by its authority.

\_\_\_\_\_  
Notary Public, State of Wisconsin

My Commission Expires: \_\_\_\_\_

Last Updated: 06/12/2018

By: James P. Walsh

City Law: A18-0505 / CR: A17-0804

**EXHIBIT A**

THE PROPERTY

**EXHIBIT B**

**CERTIFIED SURVEY MAP**

**APPLETON STORAGE I, LLC**  
**SPECIAL USE DEVELOPMENT AGREEMENT**

THIS SPECIAL USE DEVELOPMENT AGREEMENT (“Agreement”) is made by and between the City of Appleton (“City”), a municipal corporation and political subdivision of the State of Wisconsin, located in Outagamie County and Appleton Storage I, LLC, a Wisconsin limited liability company. (“Developer”).

WITNESSETH:

WHEREAS, Developer owns approximately 11.56 acres of land located at 2400 West College Avenue in the City, within TIF District 10, all as described on the attached Exhibit A (the “Property”); and

WHEREAS, Developer seeks to divide the Property in accordance with the preliminary certified survey map (the “CSM”) as submitted on June 14, 2018, which CSM was approved by the City on June 20, 2018. The CSM as approved by the City is attached hereto as Exhibit B; and

WHEREAS, Developer seeks to develop the Property into a personal storage facility on Lot 2 of the CSM and other uses on Lot 1 of the CSM; and

WHEREAS, on May 2, 2018, the City granted a conditional Special Use Permit for Lot 2 of the CSM; and

WHEREAS, the City conditioned the issuance of the Special Use Permit for the personal storage facility on the terms and conditions set forth below;

NOW THEREFORE, in consideration of the mutual covenants herein exchanged, the parties hereto agree as follows:

**SECTION I**

**PRE-DEVELOPMENT AND CONSTRUCTION PERIOD:** The following shall be undertaken by Developer in connection with the initial development of the Property into a personal storage facility, with related improvements, on Lot 2 of the CSM.

1. Plans. Developer is authorized to construct the development in strict conformity with plans and other documents submitted to and approved by the City, said plans and other documents being attached hereto, made a part hereof and marked as follows:

Exhibit A     Legal description



- Exhibit B Certified survey map
- Exhibit C Site plan
- Exhibit D Utilities, drainage and grading plan
- Exhibit E Architectural plans, including elevations
- Exhibit F Sign plan
- Exhibit G Report adopted by the Plan Commission on April 10, 2018
- Exhibit H Resolution #1-18 adopted by the Common Council on May 2, 2018
- Exhibit I Landscaping plan ~~submitted by the Developer for approval by the City~~

Developer agrees that all exhibits shall require final approval by City Staff before any plans can be implemented. Implicit in this covenant is the right of the City to require additional data and plan revisions, not inconsistent with applicable ordinances, or requests by required boards and committees. Such approvals shall not be unreasonably withheld, conditioned or delayed.

2. Special Use Permit Conditions. City Staff must be satisfied that the specific conditions to the plans for the personal storage facility, as adopted by City, are met. These conditions include those set forth in Exhibit H, except as modified herein.

(a) Roadway. The section of the Property dedicated for public roadway, is depicted on Exhibit B. The dedication for public roadway on the Property and on the adjoining property in the Town of Grand Chute is depicted on Exhibit C. Any roadway to be constructed where depicted on either Exhibit B or C shall require no setback area, be 28 feet in width, shall be improved with pavement and curbing (at no cost to Developer) and shall not allow sidewalks or parking on either side. If the roadway improvements are not constructed within five (5) years of the issuance to Developer of the first occupancy permit on Lot 2 of the CSM, City shall vacate the dedicated roadway on the Property and convey it to Developer.

(b) Non-Exclusive Purchase Option. The City's right to purchase Lot 1 of CSM shall commence three (3) years after the issuance of the first occupancy permit on Lot 2 of the CSM and shall expire three (3) years thereafter. During the period of the non-exclusive option, Developer retains the right to market Lot 1 of the CSM and, if Developer enters

into a purchase/sale agreement with a prospective owner of Lot 1 of the CSM, City's option right is suspended, pending closing of said purchase/sale agreement. If closing occurs, the option is cancelled. If closing does not occur, the City's option rights are reinstated. If the City chooses to exercise its option as provided above, the City shall notify ~~Attorney Alan Marcuvitz by~~ Sig Strautmanis of General Capital Group at 6938 N. Santa Monica Blvd, Fox Point, Wisconsin 53217 via U.S. Mail or via electronic mail at sig@generalcapitalgroup.com of its decision. ~~Both parties~~ Each party shall obtain an appraisal of Lot 1 within sixty (60) days of the City's notification of its intent to exercise said option and ~~provided~~ provide it to the other party within ten (10) days of receipt. The parties shall then attempt to negotiate the purchase price, based upon the appraisals received. The appraisals shall establish a maximum and minimum purchase price for said property.

If the Developer enters into a purchase/sale agreement with a prospective owner of Lot 1 of the CSM, and said purchase/sale agreement is closed ~~on said purchase~~, the City's option ~~is not exercised and~~ shall transfer to the subsequent purchaser withfor a three (3) year term commencing on the closing date. If ~~athe~~ subsequent purchaser does not develop Lot 1 of the CSM within three (3) years of said purchase, the City's option becomes applicable ~~on the terms herein identified for a three (3) year period. The provisions of paragraph 2(b) shall apply.~~

3. Specific Engineering Conditions. City Staff must be satisfied that the additional specific conditions to the plans for the personal storage facility, as adopted by City, are met. All site engineering-related portions of the project, including traffic engineering, driveway design (including driveway design at intersecting streets), grading, storm water runoff and drainage, utilities, easements, sewer, water, electrical and all other engineering-related issues are subject to review and approval of the City Engineer.
4. Building Code Compliance. All proposed architectural and construction plans are subject to review and approval by the City for compliance with all building codes.
5. Governmental Permits. Copies of any letters of review or permits required by any federal, state or county regulatory agency or other governmental agency shall be submitted to City prior to ~~site plan approval~~ issuance of a building permit by the City.

6. Compliance with Ordinances. Developer shall comply with all applicable City ordinances during all construction by Developer, its successors or assigns on the Property.
7. Easement Documents. Prior to commencement of construction, Developer shall provide the City fully executed easements, as reasonably required by the City Engineer, such as utility easements benefiting the Property.
8. Off-Property Costs and Improvements. Developer shall pay all costs for improvements and perform any work off the Property required by any imposition or requirement of any governmental body, including City, or any public utility.
9. Restrictive Covenants Prohibited. Other than this Agreement or as expressly authorized by City, neither Developer nor its successors or assigns may record with the Outagamie County Register of Deeds any covenant limiting or restricting the use of the Property or any portion of the Property. This prohibition does not apply to the recording of utility, access, storm water, parking or similar easements.

## SECTION II

OPERATIONAL CONDITIONS: The following conditions shall apply to operation of the proposed personal storage facility on Lot 2 of the CSM.

1. Outdoor Activities Prohibited. All sales, display, servicing, processing and other business, shall be conducted within completely enclosed buildings. All such activities are prohibited outdoors without a special use permit specifically granted by City for any such use.
2. Drives and Parking. Access drives are exclusively for ingress and egress for customer and employee vehicles and delivery trucks. Parking spaces are exclusively for parking for customer and employee vehicles. All parking shall occur in parking stalls designated in the Site Plan as off-street parking. There shall be no parking along the College Avenue Service Road. Delivery truck parking shall be only for the reasonable time required to load and unload the trucks. All other use of parking spaces and drives is prohibited.
3. Truck Deliveries and Snowplowing. Truck deliveries and snowplowing shall be limited to 7:00 a.m. to 8:00 p.m. Snow from Lot 2 of the CSM shall not be stored on Lot 1 of the CSM.
4. Overhead Doors. All overhead doors shall remain closed unless loading or unloading is in progress.
5. Noise. HVAC mechanical units shall comply with the City noise ordinance. No outdoor public address speakers shall be used except as required for emergency

purposes.

### SECTION III

#### AMENDMENTS:

This Agreement may not be rescinded, modified or amended, in whole or in part, except by mutual written agreement of the parties hereto, or their successors or assigns.

### SECTION IV

#### SEVERABILITY OF PROVISIONS:

If any provision of this Agreement shall be held or declared to be invalid, illegal or unenforceable by reason of its being contrary to any applicable law, such provision shall be deemed to be deleted from this Agreement without impairing or prejudicing the validity, legality or enforceability of the remaining provisions.

### SECTION V

#### MEDIATION OF DISPUTES REQUIRED:

Prior to litigation, and as a condition precedent to bringing litigation, any party deeming itself aggrieved under this Agreement shall be obligated to request nonbinding mediation of the dispute. Mediation shall proceed before a single mediator. In the event the parties cannot agree, the aggrieved party may then commence an action. However, the parties will thereafter be required to agree to alternative dispute resolution, if ordered by the Court.

### SECTION VI

#### REMEDIES:

1. In the event of any party's default which is not cured within thirty (30) days after written notice thereof to the defaulting party, the non-defaulting party shall have all rights and remedies available under law or equity with respect to the default. In addition, and without limitation, any of the parties shall have the following specific rights and remedies:
  - (a) With respect to matters that are capable of being corrected by the non-defaulting party, the non-defaulting party may, at its option, correct the default and the non-defaulting party's reasonable costs in correcting the same, plus interest as provided in Section 3 below, shall be paid by the defaulting party to the non-defaulting party immediately upon demand;

- (b) Injunctive relief;
  - (c) Action for specific performance; and;
  - (d) Action for money damages.
2. Reimbursement. Any amounts expended by the non-defaulting party in enforcing this Agreement, including reasonable attorney fees, together with interest at the rate provided in Section 3 below, shall be reimbursed or paid to the non-defaulting party. If the defaulting party is Developer or its successors or assigns, such amounts expended by the City shall constitute a lien against the Property until such amounts are reimbursed or paid to the City, with such lien to be in the nature of a mortgage and enforceable pursuant to the procedures for foreclosure of a mortgage.
  3. Interest. Interest shall accrue on all amounts required to be reimbursed by the defaulting party to the non-defaulting party at the prime rate of interest as established from time to time by U.S. Bank N.A. plus two percent (2%) per annum, from the date of default until the date of reimbursement in full with accrued interest.
  4. Remedies are Cumulative. All remedies provided herein shall be cumulative and the exercise of one remedy shall not preclude the use of any other or all of said remedies.
  5. Failure to Enforce Not Waiver. Failure to enforce any provision contained herein shall not be deemed a waiver of that party's rights to enforce such provision or any other provision in the event of a subsequent default.

## SECTION VII

### FORCE MAJEURE:

As used herein, the term "Force Majeure" shall mean any accident, breakage, war, insurrection, civil commotion, riot, act of God or the elements, governmental action, strike or lockout, picketing (whether legal or illegal), inability of a party or its agents or contractors, as applicable, to obtain fuel or supplies, or any other cause or causes beyond the reasonable control of such party or its agents or contractors, as applicable. The term "Force Majeure" shall not include depressed market or economic conditions. No party to this Agreement shall be in default hereunder if such party or its agents and contractors, if applicable, are prevented from performing any of its obligations hereunder due to a Force Majeure occurrence.

## SECTION VIII



This Agreement shall be binding upon the parties hereto and their successors and assigns. It is acknowledged that Developer may assign all or portions of its rights and obligations to retail end users.

When any notice is to be provided by either party, the following are provided:

- 7

## SECTION X

### RECORDING:

A memorandum of this Agreement shall be recorded in the Office of the Register of Deeds for Outagamie County.

## SECTION XI

### RESTRICTIONS OF SALE, TRANSFER, CONVEYANCE AND OWNERSHIP:

~~As long as the tax increment district, including this site, remains in existence, the land and buildings on the site shall be owned and taxable for real estate tax, special assessments and personal property taxes. This provision may be waived at the option of the City upon the entry into a Payment in Lieu of Taxes (PILOT) agreement with the then property owner or lessee. During the Term of this Agreement, neither Developer nor any future owner shall use, sell, transfer or convey ownership of any of the Property to any person or entity, in any manner which would render all or any part of the Property exempt from real property taxation, or would render the personal property located on any of the Property exempt from personal property taxation, without the prior written consent of Appleton, and this Agreement constitutes a deed restriction effectuating this provision.~~

NOW, THEREFORE, in consideration of the terms, acknowledgments, understandings and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the parties hereby memorialize their understandings, acknowledgments, and agreements as aforesaid.

**[SIGNATURE PAGES TO FOLLOW]**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date indicated.

**DEVELOPER:**

APPLETON STORAGE I, LLC

\_\_\_\_\_, 2018.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF WISCONSIN )

: ss

MILWAUKEE COUNTY )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018, the above named \_\_\_\_\_, the \_\_\_\_\_ of APPLETON STORAGE I, LLC, a Wisconsin limited liability company, to me known to be the person who executed the foregoing instrument and acknowledged the same, as the act and deed of said company, by its authority.

\_\_\_\_\_  
Notary Public, State of Wisconsin

My Commission Expires: \_\_\_\_\_

**CITY:**

CITY OF APPLETON, WISCONSIN

\_\_\_\_\_, 2018.

By: \_\_\_\_\_

Name: Timothy M. Hanna

Title: Mayor

\_\_\_\_\_, 2018.

By: \_\_\_\_\_

Name: Kami Lynch

Title: City Clerk

STATE OF WISCONSIN )

: ss

MILWAUKEE COUNTY )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018, the above named Timothy M. Hanna, the Mayor, and Kami Lynch, the City Clerk of the CITY OF APPLETON, a Wisconsin municipal corporation, to me known to be the persons who executed the foregoing instrument and acknowledged the same, as the act and deed of said municipal corporation, by its authority.

\_\_\_\_\_  
Notary Public, State of Wisconsin

My Commission Expires: \_\_\_\_\_

Last Updated: 06/18/2018

By: James P. Walsh

City Law: A18-0505 / CR: A17-0804



**EXHIBIT A**

THE PROPERTY

**EXHIBIT B**

**CERTIFIED SURVEY MAP**

## RELOCATION ORDER

The City of Appleton, Outagamie/Calumet/Winnebago Counties, Wisconsin, by its Common Council and for its Relocation Order hereby resolves as follows:

1. That this Resolution is a Relocation Order in accordance with subsection 32.05(1), Wisconsin Statutes, for the purpose of the within-described public improvement project and it is also a determination of necessity for that project in accordance with subsection 32.07(2), Wisconsin Statutes;

2. That the City of Appleton hereby determines that it is necessary and of public purpose to construct the street officially mapped as Spartan Drive and the associated stormwater pond to serve the street near the city of Appleton, Wisconsin.

3. That said roadway and associated stormwater pond will be built within the areas marked on the scale drawing, which is attached to this Relocation Order as Exhibit "A" and incorporated herein;

4. That the legal descriptions for the acquisition of property necessary for this project are contained in Exhibits "B" and "C", under the heading "Legal Description for Acquisition", which are also incorporated herein;

5. That the City of Appleton will also acquire Temporary Limited Easements for the areas described in the "Legal Description for Temporary Limited Easement" in Exhibits "D" and "E", which are also incorporated herein.

Record and return to:

City of Appleton – City Attorney's Office  
100 North Appleton Street  
Appleton, WI 54911-4799

Passed and approved this \_\_\_\_\_ day of June, 2018.

I hereby certify that on this \_\_\_\_\_ day of June, 2018, that the within Relocation Order was adopted by a vote of \_\_\_\_\_ ayes and \_\_\_\_\_ nays by the Common Council for the City of Appleton, Wisconsin.

APPROVED:

ATTEST:

\_\_\_\_\_  
Timothy M. Hanna, Mayor

\_\_\_\_\_  
Kami Lynch, City Clerk

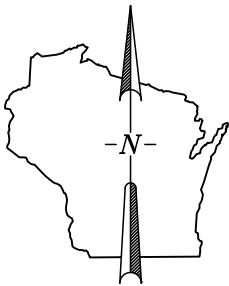
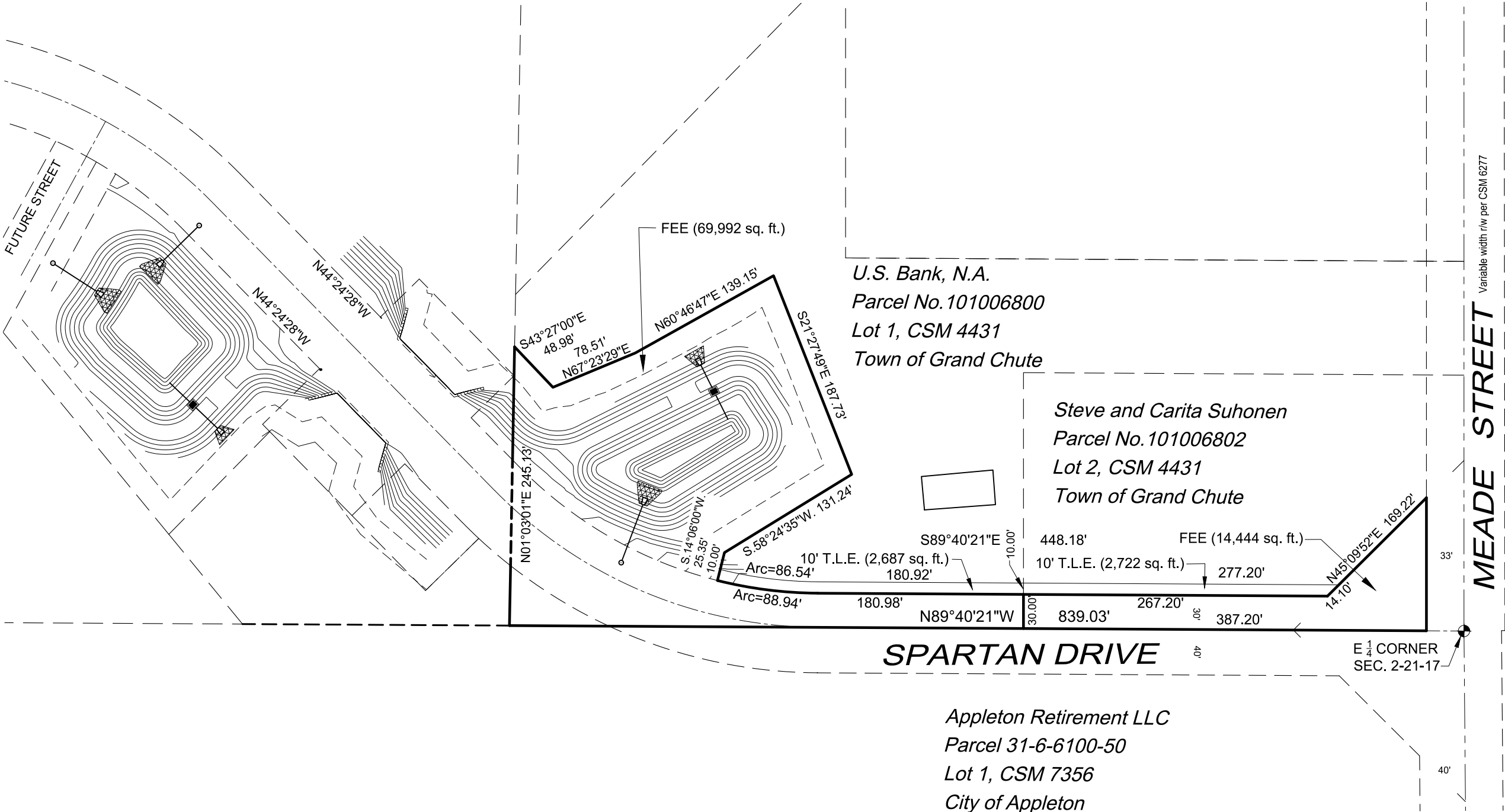
Subscribed and sworn to before me  
this \_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Jamie L. Griesbach  
Notary Public, State of Wisconsin  
My commission expires: 11/11/2021

This instrument was drafted by:  
James P. Walsh, Appleton City Attorney  
City Law: A17-0648

# EXHIBIT "A"

Part of Lot 1 and 2 of Certified Survey Map No.4431, located in the Fractional Northeast ¼ of Section 2,  
Township 21 North, Range 17 East, Town of Grand Chute, Outagamie County, Wisconsin.



BEARINGS ARE REFERENCED TO THE WISCONSIN  
COUNTY COORDINATE SYSTEM, OUTAGAMIE COUNTY,  
WEST LINE OF HAYMEADOW AVENUE;  
RECORDED AS N.00°15'15"E.  
H:\Acad\PropAcq\2018\Spartan\_WO\_Meade\_Suhonen\_0606\_2018

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

# EXHIBIT B

## Legal Description for Acquisition U.S. Bank, N.A.

**PARCEL: 101006800**

**Owner: U.S. Bank, N.A.**

### **Fee Simple Interest**

All those lands of the owner within the following described traverse: Being a part of Lot 1 of Certified Survey Map No. 4431, located in and being a part of the Southeast  $\frac{1}{4}$  of the Fractional Northeast  $\frac{1}{4}$  of Section 2, Township 21 North, Range 17 East, Town of Grand Chute, Outagamie County, Wisconsin, containing 69,992 Square Feet (1.607 Acres) of land and described as follows:

Commencing at the East  $\frac{1}{4}$  corner of said Section 2 and being the point of beginning;

Thence North  $89^{\circ}40'21''$  West 839.03 feet along the South line of the Fractional NE  $\frac{1}{4}$  of said Section 2 and being coincident with the South line of Lot 1 and 2 of said Certified Survey Map No. 4431;

Thence North  $01^{\circ}03'01''$  East 245.13 feet being coincident with the West line of said Lot 1;

Thence South  $43^{\circ}27'00''$  East 48.98 feet;

Thence North  $67^{\circ}23'29''$  East 78.51 feet;

Thence North  $60^{\circ}46'47''$  East 139.15 feet;

Thence South  $21^{\circ}27'49''$  East 187.73 feet;

Thence South  $58^{\circ}24'35''$  West 131.24 feet;

Thence South  $14^{\circ}06'00''$  West 25.35 feet;

Thence Southeasterly 88.94 feet along the arc of a curve to the left having a radius of 370.00 feet and the chord of which bears South  $82^{\circ}47'12''$  East 88.73 feet;

Thence South  $89^{\circ}40'21''$  East 448.18 feet;

Thence North  $45^{\circ}09'52''$  East 169.22 feet to the East line of the Fractional NE  $\frac{1}{4}$  of said Section 2;

Thence South  $00^{\circ}00'05''$  West 150.00 feet coincident to the East line of the Fractional NE  $\frac{1}{4}$  of said Section 2 to the Point of Beginning.



# EXHIBIT C

## Legal Description for Acquisition Steve and Carita Suhonen

**PARCEL: 101006802**

**Owner: Carita and Steve Suhonen**

### **Fee Simple Interest**

All those lands of the owner within the following described traverse: Being a part of Lot 2 of Certified Survey Map No. 4431, located in and being a part of the Southeast  $\frac{1}{4}$  of the Fractional Northeast  $\frac{1}{4}$  of Section 2, Township 21 North, Range 17 East, Town of Grand Chute, Outagamie County, Wisconsin, containing 14,444 Square Feet (0.332 Acres of land) and described as follows:

Commencing at the East  $\frac{1}{4}$  corner of said Section 2 and being the point of beginning;

Thence North  $89^{\circ}40'21''$  West 839.03 feet along the South line of the Fractional NE  $\frac{1}{4}$  of said Section 2 and being coincident with the South line of Lot 1 and 2 of said Certified Survey Map No. 4431;

Thence North  $01^{\circ}03'01''$  East 245.13 feet being coincident with the West line of said Lot 1;

Thence South  $43^{\circ}27'00''$  East 48.98 feet;

Thence North  $67^{\circ}23'29''$  East 78.51 feet;

Thence North  $60^{\circ}46'47''$  East 139.15 feet;

Thence South  $21^{\circ}27'49''$  East 187.73 feet;

Thence South  $58^{\circ}24'35''$  West 131.24 feet;

Thence South  $14^{\circ}06'00''$  West 25.35 feet;

Thence Southeasterly 88.94 feet along the arc of a curve to the left having a radius of 370.00 feet and the chord of which bears South  $82^{\circ}47'12''$  East 88.73 feet;

Thence South  $89^{\circ}40'21''$  East 448.18 feet;

Thence North  $45^{\circ}09'52''$  East 169.22 feet to the East line of the Fractional NE  $\frac{1}{4}$  of said Section 2;

Thence South  $00^{\circ}00'05''$  West 150.00 feet coincident to the East line of the Fractional NE  $\frac{1}{4}$  of said Section 2 to the Point of Beginning.

# EXHIBIT D

## Legal Description for Temporary Limited Easement U.S. Bank, N.A.

**PARCEL: 101006800**

**Owner: U.S. Bank, N.A.**

### **Temporary Limited Easement:**

A part of Lot 1 of Certified Survey Map No. 4431, located in and being a part of the Southeast  $\frac{1}{4}$  of the Fractional Northeast  $\frac{1}{4}$  of Section 2, Township 21 North, Range 17 East, Town of Grand Chute, Outagamie County, Wisconsin, containing 2,687 Square Feet (0.0617 Acres) of land and described as follows:

Commencing at the East  $\frac{1}{4}$  corner of said Section 2;

Thence North  $89^{\circ}40'21''$  West 387.20 feet along the South line of the Fractional NE  $\frac{1}{4}$  of said Section 2 and being coincident with the South line of Lot 1 and 2 of said Certified Survey Map No. 4431;

Thence North  $00^{\circ}00'05''$  East 30.00 feet to the Point of Beginning;

Thence North  $89^{\circ}40'21''$  West 180.98 feet;

Thence Northwesterly 88.94 feet along the arc of a curve to the right having a radius of 370.00 feet and the chord of which bears North  $82^{\circ}47'12''$  West 88.73 feet;

Thence North  $14^{\circ}06'00''$  East 10.00 feet;

Thence Southeasterly 86.54 feet along the arc of a curve to the left having a radius of 360.00 feet and the chord of which bears South  $82^{\circ}47'09''$  East 86.33 feet;

Thence South  $89^{\circ}40'21''$  East 180.92 feet;

Thence South  $00^{\circ}00'05''$  West 10.00 feet to the Point of Beginning.

# EXHIBIT E

## Legal Description for Temporary Limited Easement Steve and Carita Suhonen

**PARCEL: 101006802**

**Owner: Carita and Steve Suhonen**

### **Temporary Limited Easement**

A part of Lot 2 of Certified Survey Map No. 4431, located in and being a part of the Southeast  $\frac{1}{4}$  of the Fractional Northeast  $\frac{1}{4}$  of Section 2, Township 21 North, Range 17 East, Town of Grand Chute, Outagamie County, Wisconsin, containing 2,722 Square Feet (0.0624 Acres of land) and described as follows:

Commencing at the East  $\frac{1}{4}$  corner of said Section 2;

Thence North 89°40'21" West 387.20 feet along the South line of the Fractional NE  $\frac{1}{4}$  of said Section 2 and being coincident with the South line of said Lot 2;

Thence North 00°00'05" East 30.00 feet coincident with the West line of said Lot 2 to the Point of Beginning;

Thence continue North 00°00'05" East 10.00 feet;

Thence South 89°40'21" East 277.20 feet;

Thence South 45°09'52" West 14.10 feet;

Thence North 89°40'21" West 267.20 feet to the Point of Beginning.



Coldwater Seals, Inc.  
1396 Chattahoochee Ave.  
Atlanta, Georgia 30318 USA  
TEL: (404)842-0012 Ext 103 FAX: (404)842-0025  
Echols@coldwatergroup.com

May 24, 2018

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

Dear Ms. Vandehey,

My name is Debra Echols and I am the Controller for Coldwater Seals Inc., who leases a location from Coenen Properties, at 1850 W. Reeve Street, Appleton, WI 54914. We have been leasing this property since November 2007 and have been paying Appleton's Finance Department for water and sewer services since that time. The service address on the bill has always indicated the address of 1850 W. Reeve Street, and the bill has never referenced and or indicated that we were actually paying for two locations regarding the Stormwater bill. In January of this year, we received a letter from Sue Olson, your Project Engineer, that the City of Appleton was updating your commercial accounts in the Stormwater Utility billing database. At that time, I forwarded the letter to the owner of the property, Matt Coenen, for his review and opinion on the changes that your engineer wanted to make to our account. The letter from Ms. Olsen, did not seem correct to Matt, which caused him to go down to the Finance Department to discuss further with someone there for clarification. It was discovered at that time that we had been paying for two properties since 2007, for the Stormwater expense for our location, as well as the building in the middle of the property, which is occupied by Badger Plug. There was no way possible for our Accounts Payable, or myself to have ever known that we were paying for two properties, because the address on the bill states 1850 W. Reeve Street. When I do the math, it appears that we have overpaid for the Stormwater usage to Appleton around the amount of \$9,901.20 (10 years x 4 quarters at \$247.53 per quarter). On March 30, 2018, Judy Hackl sent us a letter advising that she had credited our account for \$357.35 for the Stormwater billing error but did not indicate any other future credits for this account.

Upon further investigation of the Stormwater charges, Mr. Coenen relayed to us that the City of Appleton can go back 6 years on a billing error like ours and can issue a credit/refund to a customer for this kind of mistake. We were also advised by him that you would be having two public hearings that are scheduled for June 12<sup>th</sup> and July 12<sup>th</sup>, in which at one of these hearings this billing error can be addressed and resolved. Ms. Vandehey, I am reaching out to you to request if you would investigate for us, and to put us on the list for one of the public hearings, in hopes of at least getting us the 6 years credit/refund of \$5,940.72, that we are entitled. If there would have been any way that we could have determined that we were paying for 2 locations on our invoices, we would have inquired about this in 2007, but unfortunately there was not. Even our facility manager, Patty VerVoort, had no way of knowing that we were paying for Badger

Plugs Stormwater expense, since we were only paying our own water and sewer charges on our bill.

Please contact me to let me know what we need to do to go forward, and hopefully reach an agreement with you on a credit/refund that is due to Coldwater Seals, Inc. My contact information is stated above, and I would appreciate it if you would contact me at your earliest convenience to discuss. I would also like to know at the time you contact me, whether we would have to have someone at the hearing, or if this letter will be sufficient.

I have attached an old bill, the Stormwater billing notification, and the letter from Judy Hackl for your review.

Sincerely,

A handwritten signature in cursive script that reads "Debra Echols".

Debra Echols  
Corporate Controller

Cc: Matt Coenen





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

CITY OF APPLETON  
FINANCE DEPARTMENT  
100 N. APPLETON STREET  
APPLETON, WI 54911

March 30, 2018

Coldwater Seals Inc  
1396 Chatthoochee Av  
Attn: Angela Foster  
Atlanta, GA 30318

Re: Stormwater Credit for Parcel #31-5-1463-02  
Account # 106-220-300 @ 1850 W. Reeve St

Angela:

It was recently brought to the City's attention that the stormwater charges for the above mentioned parcel have been billed to you incorrectly. We had previously included stormwater charges for 1830 W. Reeve St on your account. In cases such as these, the Wisconsin Public Service Commission (PSC), which regulates municipal utilities, authorizes collection or refunds of amounts after discovery of such errors. We have credited your account \$357.35 for the last two billing cycles as a courtesy to you. I have included a spreadsheet with these calculations.

The impervious surface on this parcel has been measured in GIS on aerial photography as 20,997 square feet.

The Stormwater Utility billing is based on an ERU-Equivalent Runoff Unit. One ERU is 2,368 square feet. The impervious surface divided by 2368 equals the number of ERU's. The current rate of \$155.00 per ERU per year has been in place since July 1, 2013 and is subject to change by the Common Council. If you have any questions regarding the measurements, please contact Sue Olson @ 920-832-6473 or email [sue\\_olson@appleton.org](mailto:sue_olson@appleton.org).

I apologize for any inconvenience this may have caused. If you have any further questions regarding the credit amount, please contact Kelli Rindt/Enterprise Account Manager @ 920-832-6316. Thank you.

Sincerely,

Judy Hackl  
Utility Billing Clerk



# Finance Department SERVICE INVOICE

RECEIVED JAN 03 2017

COLDWATER SEALS INC  
1396 CHATTHOOCHEE AV  
ATTN: ANGELA FOSTER  
ATLANTA GA 30318

Date Due 1/20/17	Amount Due 582.69
Account Number 106-220-300	Parcel Number 31-5-1463-02
Billing Date: 12/31/16	Billing Period: 9/01/16 to 12/01/16
Readings in 100's of CF Current:	Readings in 100's of GAL Current: 227.0
Previous:	Previous: 184.0
Billing Consumption in 100's of Cubic Feet	
Water: 5.7	Sewer: 5.7

SERVICE ADDRESS:  
1850 W REEVE ST

Late Payment Charge of 1% per month will be added on all outstanding balances.

110	WATER VOLUME CHG.		25.93
120	WATER BASE CHARGE		21.90
130	HYDRANT FEE (PFP)		14.58
TOTAL WATER SERVICES			62.41
210	SEWER VOLUME CHG.		11.62
220	SEWER BASE CHARGE		13.60
TOTAL SEWER SERVICES			25.22
710	STORMWATER CHARGE	5.7463-12 09/27-12/31 6.7 ERU	247.53
		5.7463-12 09/27-12/31 6.7 ERU	247.53
TOTAL STORMWATER SERVICES			495.06

(ERU daily base rate is \$0.424657534)

1/3/17

TOTAL DUE \$ 582.69

PROPERTY OWNERS WILL BE NOTIFIED OF ALL DELINQUENT ACCOUNTS!

THE TIME TO WATER YOUR LAWNS OR FILL YOUR POOLS MAR 10-AUG 31

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT

Available Payment Options:

\*Make checks payable to: City of Appleton

ACCOUNT NUMBER: 106-220-300

DATE DUE: 1/20/17

AMOUNT DUE: 582.69

COLDWATER SEALS INC  
1396 CHATTHOOCHEE AV  
ATTN: ANGELA FOSTER  
ATLANTA GA 30318

1. By Mail - PO Box 1217, Appleton, WI 54912-1217
2. In Person - Hours, location, and after-hour drop box information on reverse side
3. Electronic Fund Transfer - Information on City website [www.appleton.org/government/finance/city-services-invoices](http://www.appleton.org/government/finance/city-services-invoices) for future billings
4. Credit Card - See payments on City's website at [Appleton.org](http://Appleton.org). A convenience fee will be applied.

See Reverse Side For Other Information

CITY OF APPLETON  
 CALCULATION OF OVERBILLING FOR STORMWATER FOR PARCEL 31-5-1463-02  
 ACCOUNT # 106-220-300

STORMWATER

DATES OF	BILLING	CORRECT	ERU	OVERBILLED	DAYS IN BILLING	DAILY
9/26/17 - 12/27/17	12/31/17	ERU 8.9	BILLED 13.4	ERU -4.5	93	0.424657534 (177.72)
6/24/17 - 9/25/17	9/30/17	8.9	13.4	-4.5	94	0.424657534 (179.63)
					OVERBILLED	(357.35)



RECEIVED JAN 29 2013

Finance Department  
100 N. Appleton Street  
Appleton, WI 54912  
Phone: (920)-832-6442

## StormWater Billing Notification

COLDWATER SEALS INC  
1396 CHATTHOOCHEE AV  
ATTN: ANGELA FOSTER  
ATLANTA, GA 30318

The City of Appleton is working on a multi-year project to update the commercial accounts in the Stormwater Utility billing database. The City has had a Stormwater Utility since 1996 and many properties have not been reviewed since the initial set up. Billing is based on the square footage of impervious surface on a parcel. Per the ordinance, impervious surfaces include roof, concrete, asphalt, and gravel. The City uses site plans, aerial photography, and GIS to measure the amount of impervious surface.

The City has the following information for your account:

Tax Key 31-5-1463-01      Utility account number: 106-220-300

Current Billing:

Roof: 14,060 square feet      Concrete, Asphalt, Gravel: 1,880 square feet

Proposed Billing:

Roof: 9,276 square feet      Concrete, Asphalt, Gravel: 9,166 square feet

The Stormwater Utility billing is based on an ERU – Equivalent Runoff Unit. One ERU is 2368 square feet. By adding the roof and concrete/asphalt/gravel together and dividing by 2368, the ERU's can be determined. The current rate of \$155.00 per ERU per year has been in place since July 1, 2013 and is subject to change by the Common Council.

The new areas will take effect March 1, 2018. If you have any questions, please call me at 920-832-6473.

Thank you,

Sue Olson  
Project Engineer



# APPLETON CODE

## ERUs imposed

Classification	Public Road	Private Road
Mobile Homes	.5/unit	1/unit
Bed & Breakfast (fewer than 5 units)	1	1
Bed & Breakfast (5 units or more)	.5/unit	1/unit
Multifamily rental	Actual impervious area of the property using aerial photography	
Non-Residential and Multi-Use	One (1) ERU, multiplied by the numerical factor obtained by dividing the total impervious area of a non-residential property by the square footage of one (1) ERU, rounded down to the nearest one-tenth (0.1), i.e.:  ERU rate x <u>impervious area</u> ERU	One (1) ERU, multiplied by the numerical factor obtained by dividing the total impervious area of a non-residential property by the square footage of one (1) ERU, rounded down to the nearest one-tenth (0.1), i.e.:  ERU rate x <u>impervious area</u> ERU
Undeveloped	One (1) ERU multiplied by a factor established by resolution then divided by the square footage for one (1) ERU established by resolution	One (1) ERU multiplied by a factor established by resolution then divided by the square footage for one (1) ERU established by resolution

(b) The Director shall prepare a list of lots and parcels within the City of Appleton and assign a classification to each lot or parcel.

(c) The average square footage of impervious area of ERU is established to be equivalent to 2,368 square feet.

(d) The Director shall be responsible for determining the impervious area based on the best available information, including, but not limited to, data supplied by the City Assessor, aerial photography, the property owner, tenant or developer. The Director may require additional information as necessary to make the determination. The billing amount shall be updated by the Director based on the building permit process and/or best available information.

(e) All unoccupied developed lots and parcels shall be subject to the stormwater utility charges.

(f) The minimum charges for any parcel shall be equal to the rate of four-tenths (0.4) of one (1) ERU.  
(Ord 123-07, §1, 8-7-07; Ord 136-08, §1, 10-7-08; Ord 23-

11, §1, 1-11-11, Ord 100-13, §1, 1-1-15, Ord 51-15, §1, 6-9-15; Ord 43-16, §1, 5-1-16)

## Sec. 20-238. New construction.

(a) The property owner shall be responsible for completing the stormwater utility service application form any time a building permit is issued, exclusive of those issued to existing single family residences, or a site plan review is conducted. The form shall be provided by the Division of Inspections with each application for a building permit (exclusive of building permits for single family residences) or application for site plan review. Failure to submit a completed stormwater utility service application form or providing false information on said form, shall result in the penalty as provided in §1-18 of the Municipal Code.  
(Ord 129-95, §1, 12-9-95; Ord 132-96, §1, 12-18-96)

(b) The owner shall also be liable for stormwater charges, under this ordinance, for the improvement from the date construction of the improvement began.

## Sec. 20-239. Method of appeal.

(a) The Stormwater Utility charge may be appealed as follows:

- (1) A written appeal shall be filed with the City Clerk prior to the utility charge due date; or
- (2) Within thirty (30) days of payment, a written challenge to the stormwater charge must be filed with the City Clerk on behalf of the customer, specifying all bases for the challenge and the amount of the stormwater charge the customer asserts is appropriate. Failure to file a challenge within thirty (30) days of payment waives all rights to later challenge the charge.

(b) The committee of jurisdiction will determine whether the stormwater charge is fair and reasonable, or whether a refund is due the customer. The committee may act with or without a hearing, and will inform the customer in writing of its decision.

(c) The customer has thirty (30) days from the decision of the committee to file a written appeal to the Common Council.

(d) If the Council or the committee determine that a refund is due the customer, the refund will be applied as a credit on the customer's next quarterly stormwater billing, if the refund will not exceed the customer's next quarterly stormwater billing, or will be refunded at the discretion of the Director of Finance.



## Wisconsin Department of Natural Resources

Status :  
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## SECTIONS

Influent  
BOD/CBOD  
TSS  
Ammonia  
Phosphorus  
Biosolids  
Staffing/PM  
OpCert  
Financial  
Collection  
Summary  
Resolution

## INFO

[SectionInstructions](#)[CMAR Website](#)

## OPTIONS

Report Issue

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Validate

Print

Submit

Return

## Compliance Maintenance Annual Report

[Logout](#)

Appleton Wastewater Treatment Facility

Updated: 6/7/2018

Reporting For: 2017

## Influent Flow and Loading

## 1. Monthly Average Flows and (C)BOD Loadings

1.1 Verify the following monthly flows and (C)BOD loadings to your facility.

Influent No. 701 Total Influent	Influent Monthly Average Flow, MGD	x	Influent Monthly Average (C)BOD Concentration mg/L	x	8.34	=	Influent Monthly Average (C)BOD Loading, lbs/day
January	13.6000	x	301	x	8.34	=	34,104
February	13.0429	x	301	x	8.34	=	32,691
March	18.1090	x	233	x	8.34	=	35,161
April	19.8587	x	193	x	8.34	=	31,937
May	15.5355	x	213	x	8.34	=	27,585
June	14.3967	x	259	x	8.34	=	31,062
July	11.6903	x	373	x	8.34	=	36,318
August	10.2742	x	308	x	8.34	=	26,349
September	9.8550	x	334	x	8.34	=	27,411
October	10.9129	x	288	x	8.34	=	26,212
November	10.1403	x	282	x	8.34	=	23,807
December	9.4484	x	377	x	8.34	=	29,707

## 2. Maximum Monthly Design Flow and Design (C)BOD Loading

2.1 Verify the design flow and loading for your facility.

Design	Design Factor	x	%	=	% of Design	View Graphs
Max Month Design Flow, MGD	24.4	x	90	=	21.96	<a href="#">Infl Flow Graph</a>
		x	100	=	24.4	
Design (C)BOD, lbs/day	40900	x	90	=	36810	<a href="#">Infl BOD Graph</a>
		x	100	=	40900	

2.2 Verify the number of times the flow and (C)BOD exceeded 90% or 100% of design, points earned, and score:

	Months of Influent Flow	Number of times flow was greater than 90% of design	Number of times flow was greater than 100% of design	Number of times (C)BOD was greater than 90% of design	Number of times (C)BOD was greater than 100% of design
January	1	0	0	0	0
February	1	0	0	0	0
March	1	0	0	0	0
April	1	0	0	0	0
May	1	0	0	0	0
June	1	0	0	0	0
July	1	0	0	0	0
August	1	0	0	0	0
September	1	0	0	0	0
October	1	0	0	0	0
November	1	0	0	0	0
December	1	0	0	0	0
Points per each exceedance		2	1	3	2
Exceedances		0	0	0	0

Points	0	0	0	0
<b>Total Number of Points</b>				<b>0</b>

**3. Flow Meter**

3.1 Was the influent flow meter calibrated in the last year?

☒ Yes

Enter last calibration date (MM/DD/YYYY) 09/07/2017

☐ No

If No, please explain:

**4. Sewer Use Ordinance**

4.1 Did your community have a sewer use ordinance that limited or prohibited the discharge of excessive conventional pollutants ((C)BOD, SS, or pH) or toxic substances to the sewer from industries, commercial users, hauled waste, or residences?

☒ Yes☐ No

If No, please explain:

4.2 Was it necessary to enforce the ordinance?

☒ Yes☐ No

If Yes, please explain:

Infractions occurred that exceeded the industrial limits for pH, oil/grease, copper, and chromium. All industries demonstrated a return to compliance for these infractions. The AWWTP did not experience an upset as a result of the discharges.

**5. Septage Receiving**

5.1 Did you have requests to receive septage at your facility?

Septic TanksHolding TanksGrease Traps☒ Yes☒ Yes☐ Yes☐ No☐ No☒ No

5.2 Did you receive septage at your facility? If yes, indicate volume in gallons.

Septic Tanks☒ Yes

290,525

gallons

☐ No

Holding Tanks

- ☒ Yes 326,100 gallons
- ☐ No

Grease Traps

- ☐ Yes 0 gallons
- ☒ No

5.2.1 If yes to any of the above, please explain if plant performance is affected when receiving any of these wastes.

Plant performance is not affected by these discharges.

**6. Pretreatment**

6.1 Did your facility experience operational problems, permit violations, biosolids quality concerns, or hazardous situations in the sewer system or treatment plant that were attributable to commercial or industrial discharges in the last year?

- ☐ Yes
- ☒ No

If yes, describe the situation and your community's response.

6.2 Did your facility accept hauled industrial wastes, landfill leachate, etc.?

- ☒ Yes
- ☐ No

If yes, describe the types of wastes received and any procedures or other restrictions that were in place to protect the facility from the discharge of hauled industrial wastes.

AWWTP receives food processing wastes and landfill leachate. All wastes are tested prior to acceptance. Acceptance is based on toxicity and loading potential. Once waste has been screened and approved by AWWTP staff, it is discharged to the headworks or digestion for treatment.

Total Points Generated	0
Score (100 - Total Points Generated)	100
<b>SECTION GRADE</b>	<b>A</b>



## Wisconsin Department of Natural Resources

Status :  
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## Compliance Maintenance Annual Report

[Logout](#)

Appleton Wastewater Treatment Facility

Updated: 6/7/2018

Reporting For: 2017

## SECTIONS

[Influent](#)[BOD/CBOD](#)[TSS](#)[Ammonia](#)[Phosphorus](#)[Biosolids](#)[Staffing/PM](#)[OpCert](#)[Financial](#)[Collection](#)[Summary](#)[Resolution](#)

## INFO

[SectionInstructions](#)[CMAR Website](#)

## OPTIONS

Report Issue

Save

Validate

Print

Submit

Return

## Effluent Quality and Plant Performance (BOD/CBOD)

## 1. Effluent (C)BOD Results

1.1 Verify the following monthly average effluent values, exceedances, and points for BOD or CBOD

Outfall No. 001 Effluent	Monthly Average Limit (mg/L)	90% of Permit Limit >10 (mg/L) *	Effluent Monthly Average (mg/L)	Months of Discharge with a Limit	Permit Limit Exceedance	90% Permit Limit Exceedance
January	25	22.5	4	1	0	0
February	25	22.5	4	1	0	0
March	25	22.5	3	1	0	0
April	25	22.5	3	1	0	0
May	25	22.5	3	1	0	0
June	25	22.5	3	1	0	0
July	25	22.5	3	1	0	0
August	25	22.5	4	1	0	0
September	25	22.5	4	1	0	0
October	25	22.5	4	1	0	0
November	25	22.5	6	1	0	0
December	25	22.5	6	1	0	0

\* Equals limit if limit is &lt;= 10

Months of discharge/yr	12		
Points per each exceedance with 12 months of discharge		7	3
Exceedances		0	0
Points		0	0
<b>Total number of points</b>			<b>0</b>

NOTE: For systems that discharge intermittently to state waters, the points per monthly exceedance for this section shall be based upon a multiplication factor of 12 months divided by the number of months of discharge. Example: For a wastewater facility discharging only 6 months of the year, the multiplication factor is  $12/6 = 2.0$

1.2 If any violations occurred, what action was taken to regain compliance?

## 2. Flow Meter Calibration

2.1 Was the effluent flow meter calibrated in the last year?

☐ YesEnter last calibration date (MM/DD/YYYY) ☒ No

If No, please explain:



Our effluent outfall wasn't designed for installation of a flowmeter.  
Influent flow is used in place of an effluent flowmeter.

### 3. Treatment Problems

3.1 What problems, if any, were experienced over the last year that threatened treatment?

None

### 4. Other Monitoring and Limits

4.1 At any time in the past year was there an exceedance of a permit limit for any other pollutants such as chlorides, pH, residual chlorine, fecal coliform, or metals?

☐ Yes

☒ No

If Yes, please explain:

4.2 At any time in the past year was there a failure of an effluent acute or chronic whole effluent toxicity (WET) test?

☐ Yes

☒ No

If Yes, please explain:

4.3 If the biomonitoring (WET) test did not pass, were steps taken to identify and/or reduce source(s) of toxicity?

☐ Yes

☐ No

☒ N/A

Please explain unless not applicable:

Total Points Generated	0
Score (100 - Total Points Generated)	100

SECTION GRADE	A
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The Official Internet site for the Wisconsin Department of Natural Resources  
101 S. Webster Street . PO Box 7921 . Madison, Wisconsin 53707-7921 . 608.266.2621



## Wisconsin Department of Natural Resources

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## Compliance Maintenance Annual Report

[Logout](#)

Appleton Wastewater Treatment Facility

Updated: 6/7/2018

Reporting For: 2017

## SECTIONS

[Influent](#)[BOD/CBOD](#)[TSS](#)[Ammonia](#)[Phosphorus](#)[Biosolids](#)[Staffing/PM](#)[OpCert](#)[Financial](#)[Collection](#)[Summary](#)[Resolution](#)

## INFO

[Section Instructions](#)[CMAR Website](#)

## OPTIONS

Report Issue

Save

Validate

Print

Submit

Return

## Effluent Quality and Plant Performance (Total Suspended Solids)

## 1. Effluent Total Suspended Solids Results

1.1 Verify the following monthly average effluent values, exceedances, and points for TSS:

Outfall No. 001 Effluent	Monthly Average TSS Limit (mg/L)	90% of Permit Limit >10 (mg/L) *	Effluent Monthly Average TSS(mg/L)	Months of Discharge with a Limit	Permit Limit Exceedance	90% Permit Limit Exceedance
January	30	27	3	1	0	0
February	30	27	2	1	0	0
March	30	27	1	1	0	0
April	30	27	3	1	0	0
May	30	27	3	1	0	0
June	30	27	2	1	0	0
July	30	27	2	1	0	0
August	30	27	4	1	0	0
September	30	27	3	1	0	0
October	30	27	5	1	0	0
November	30	27	5	1	0	0
December	30	27	5	1	0	0

\* Equals limit if limit is &lt;= 10

Months of Discharge/yr	12		
<b>Points per each exceedance with 12 months of discharge:</b>		<b>7</b>	<b>3</b>
Exceedances		0	0
Points		0	0
<b>Total Number of Points</b>			<b>0</b>

NOTE: For systems that discharge intermittently to state waters, the points per monthly exceedance for this section shall be based upon a multiplication factor of 12 months divided by the number of months of discharge.

Example: For a wastewater facility discharging only 6 months of the year, the multiplication factor is  $12/6 = 2.0$

1.2 If any violations occurred, what action was taken to regain compliance?

Total Points Generated	0
Score (100 - Total Points Generated)	100
<b>SECTION GRADE</b>	<b>A</b>



## Wisconsin Department of Natural Resources

Status:  
In Progress

## SECTIONS

[Influent](#)  
[BOD/CBOD](#)  
[TSS](#)  
[Ammonia](#)  
[Phosphorus](#)  
[Biosolids](#)  
[Staffing/PM](#)  
[OpCert](#)  
[Financial](#)  
[Collection](#)  
[Summary](#)  
[Resolution](#)

## INFO

[Section Instructions](#)  
[CMAR Website](#)

## OPTIONS

Report Issue

Save

Validate

Print

Submit

Return

## Compliance Maintenance Annual Report

[Logout](#)

Appleton Wastewater Treatment Facility

Updated: 6/7/2018

Reporting For: 2017

## Effluent Quality and Plant Performance (Ammonia - NH3)

## 1. Effluent Ammonia Results

1.1 Verify the following monthly and weekly average effluent values, exceedances and points for ammonia

Outfall No. 001 Effluent	Monthly Average NH3 Limit (mg/L)	Weekly Average NH3 Limit (mg/L)	Effluent Monthly Average NH3 (mg/L)	Monthly Permit Limit Exceedance	Effluent Weekly Average for Week 1	Effluent Weekly Average for Week 2	Effluent Weekly Average for Week 3	Effluent Weekly Average for Week 4	Weekly Permit Limit Exceedance
January	10		2.27516129	0					
February	10		1.138214286	0					
March	10		1.582903226	0					
April	11		1.479333333	0					
May	11		1.426774194	0					
June	4.4		1.246333333	0					
July	4.4		1.099354839	0					
August	4.4		1.141290323	0					
September	4.4		.664333333	0					
October	18		.561290323	0					
November	18		2.008333333	0					
December	18		5.798387097	0					
Points per each exceedance of Monthly average:									10
Exceedances, Monthly:									0
Points:									0
Points per each exceedance of weekly average (when there is no monthly average):									2.5
Exceedances, Weekly:									0
Points:									0
<b>Total Number of Points</b>									<b>0</b>

NOTE: Limit exceedances are considered for monthly OR weekly averages but not both. When a monthly average limit exists it will be used to determine exceedances and generate points. This will be true even if a weekly limit also exists. When a weekly average limit exists and a monthly limit does not exist, the weekly limit will be used to determine exceedances and generate points.

1.2 If any violations occurred, what action was taken to regain compliance?

Total Points Generated	0
Score (100 - Total Points Generated)	100
<b>SECTION GRADE</b>	<b>A</b>





## Wisconsin Department of Natural Resources

Status :

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## Compliance Maintenance Annual Report

[Logout](#)

Appleton Wastewater Treatment Facility

Updated: 6/7/2018

Reporting For: 2017

## SECTIONS

[Influent](#)[BOD/CBOD](#)[TSS](#)[Ammonia](#)[Phosphorus](#)[Biosolids](#)[Staffing/PM](#)[OpCert](#)[Financial](#)[Collection](#)[Summary](#)[Resolution](#)

## INFO

[SectionInstructions](#)[CMAR Website](#)

## OPTIONS

[Report Issue](#)[Save](#)[Validate](#)[Print](#)[Submit](#)[Return](#)

## Effluent Quality and Plant Performance (Phosphorus)

## 1. Effluent Phosphorus Results

1.1 Verify the following monthly average effluent values, exceedances, and points for Phosphorus

Outfall No. 001	Monthly Average phosphorus Limit (mg/L)	Effluent Monthly Average phosphorus (mg/L)	Months of Discharge with a Limit	Permit Limit Exceedance
January	1	0.232	1	0
February	1	0.170	1	0
March	1	0.062	1	0
April	1	0.093	1	0
May	1	0.122	1	0
June	1	0.130	1	0
July	1	0.166	1	0
August	1	0.264	1	0
September	1	0.304	1	0
October	1	0.231	1	0
November	1	0.209	1	0
December	1	0.253	1	0
Months of Discharge/yr			12	
Points per each exceedance with 12 months of discharge:				10
Exceedances				0
Total Number of Points				0

NOTE: For systems that discharge intermittently to waters of the state, the points per monthly exceedance for this section shall be based upon a multiplication factor of 12 months divided by the number of months of discharge.

Example: For a wastewater facility discharging only 6 months of the year, the multiplication factor is  $12/6 = 2.0$

1.2 If any violations occurred, what action was taken to regain compliance?

Total Points Generated	0
Score (100 - Total Points Generated)	100
<b>SECTION GRADE</b>	<b>A</b>



## Wisconsin Department of Natural Resources

Status:

In Progress

## Compliance Maintenance Annual Report

[Logout](#)

Appleton Wastewater Treatment Facility

Updated: 6/7/2018

Reporting For: 2017

## SECTIONS

[Influent](#)[BOD/CBOD](#)[TSS](#)[Ammonia](#)[Phosphorus](#)[Biosolids](#)[Staffing/PM](#)[OpCert](#)[Financial](#)[Collection](#)[Summary](#)[Resolution](#)

## Biosolids Quality and Management

## 1. Biosolids Use/Disposal

1.1 How did you use or dispose of your biosolids? (Check all that apply)

- ☒ Land applied under your permit
- ☐ Publicly Distributed Exceptional Quality Biosolids
- ☐ Hauled to another permitted facility
- ☐ Landfilled
- ☐ Incinerated
- ☐ Other

NOTE: If you did not remove biosolids from your system, please describe your system type such as lagoons, reed beds, recirculating sand filters, etc.

1.1.1 If you checked Other, please describe:

Our permit allows us to produce class A biosolids compost. In 2017, no biosolids compost was produced.

## INFO

[SectionInstructions](#)[CMAR Website](#)

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Save

Validate

Print

Submit

Return

## 2. Land Application Site

2.1 Last Year's Approved and Active Land Application Sites

2.1.1 How many acres did you have?

14060.70 acres

2.1.2 How many acres did you use?

1,000.5 acres

2.2 If you did not have enough acres for your land application needs, what action was taken?

2.3 Did you overapply nitrogen on any of your approved land application sites you used last year?

- ☐ Yes (30 points)
- ☒ No

2.4 Have all the sites you used last year for land application been soil tested in the previous 4 years?

- ☒ Yes
- ☐ No (10 points)
- ☐ N/A

0

**3. Biosolids Metals**

Number of biosolids outfalls in your WPDES permit:

3.1 For each outfall tested, verify the biosolids metal quality values for your facility during the last calendar year.

**Outfall 010 - Biosolids- Compost Class A**

Parameter	80% of Limit	H.Q. Limit	Ceiling Limit	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	80% Value	High Quality	Ceiling
Arsenic		41	75				0			0			0				0	0
Cadmium		39	85				0			0			0				0	0
Copper		1500	4300				0			0			0				0	0
Lead		300	840				0			0			0				0	0
Mercury		17	57				0			0			0				0	0
Molybdenum	60		75				0			0			0			0		0
Nickel	336		420				0			0			0			0		0
Selenium	80		100				0			0			0			0		0
Zinc		2800	7500				0			0			0				0	0

**Outfall 003 - Cake Sludge**

Parameter	80% of Limit	H.Q. Limit	Ceiling Limit	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	80% Value	High Quality	Ceiling
Arsenic		41	75	8.27		7.47		4.43		6.57		4.53		4.9			0	0
Cadmium		39	85	.48		<.687		<.708		<.693		<.839		<.662			0	0
Copper		1500	4300	103		90.6		85.5		75.9		93.9		103			0	0
Lead		300	840	4.75		1.92		6.2		<2.08		<2.55		<1.95			0	0
Mercury		17	57	.45		<.055		.118		.066		<.134		.132			0	0
Molybdenum	60		75	6.7		4.94		5.02		4.95		9.06		15.2		0		0
Nickel	336		420	5.03		2.52		4.72		5.28		<1.71		4.64		0		0
Selenium	80		100	3.24		<1.44		<1.32		<1.01		<1.43		<1.51		0		0
Zinc		2800	7500	179		173		159		132		151		175			0	0

**Outfall 009 - Biosolids- Compost Class B**

Parameter	80% of Limit	H.Q. Limit	Ceiling Limit	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	80% Value	High Quality	Ceiling
Arsenic		41	75				0			0			0				0	0
Cadmium		39	85				0			0			0				0	0
Copper		1500	4300				0			0			0				0	0
Lead		300	840				0			0			0				0	0
Mercury		17	57				0			0			0				0	0
Molybdenum	60		75				0			0			0			0		0
Nickel	336		420				0			0			0			0		0
Selenium	80		100				0			0			0			0		0
Zinc		2800	7500				0			0			0				0	0

3.1.1 Number of times any of the metals exceeded the high quality limits OR 80% of the limit for molybdenum, nickel, or selenium = 0

Exceedence Points

- ☒ 0 (0 Points)  
☐ 1-2 (10 Points)  
☐ > 2 (15 Points)

3.1.2 If you exceeded the high quality limits, did you cumulatively track the metals loading at each land application site? (check applicable box)

- ☐ Yes  
☐ No (10 points)  
☒ N/A - Did not exceed limits or no HQ limit applies (0 points)  
☐ N/A - Did not land apply biosolids until limit was met (0 points)

3.1.3 Number of times any of the metals exceeded the ceiling limits = 0

Exceedence Points

- ☒ 0 (0 Points)  
☐ 1 (10 Points)  
☐ > 1 (15 Points)

3.1.4 Were biosolids land applied which exceeded the ceiling limit?

- ☐ Yes (20 Points)  
☒ No (0 Points)

3.1.5 If any metal limit (high quality or ceiling) was exceeded at any time, what action was taken? Has the source of the metals been identified?

#### 4. Pathogen Control (per outfall):

0

4.1 Verify the following information. If any information is incorrect, use the Report Issue button under the Options header in the left-side menu.

Outfall Number:	003
Biosolids Class:	B
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	01/01/2017 - 02/28/2017
Density:	11,964
Sample Concentration Amount:	CFU/G TS
Requirement Met:	Yes
Land Applied:	No
Process:	Anaerobic Digestion
Process Description:	Anaerobic digestion with a 38-day HRT as verified by the Van Kleeck Method

Outfall Number:	003
Biosolids Class:	B
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	03/01/2017 - 04/30/2017
Density:	9,105
Sample Concentration Amount:	CFU/G TS
Requirement Met:	Yes
Land Applied:	No
Process:	Anaerobic Digestion
Process Description:	Anaerobic digestion with a 38-day HRT as verified by the Van Kleeck Method



Outfall Number:	<b>003</b>
Biosolids Class:	B
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	05/01/2017 - 06/30/2017
Density:	13,062
Sample Concentration Amount:	CFU/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Anaerobic Digestion
Process Description:	Anerobic digestion with a 38-day HRT as verified by the Van Kleeck Method

Outfall Number:	<b>003</b>
Biosolids Class:	B
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	07/01/2017 - 08/31/2017
Density:	11,669
Sample Concentration Amount:	CFU/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Anaerobic Digestion
Process Description:	Anerobic digestion with a 38-day HRT as verified by the Van Kleeck Method

Outfall Number:	<b>003</b>
Biosolids Class:	B
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	09/01/2017 - 10/31/2017
Density:	18,924
Sample Concentration Amount:	CFU/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Anaerobic Digestion
Process Description:	Anerobic digestion with a 38-day HRT as verified by the Van Kleeck Method

Outfall Number:	<b>003</b>
Biosolids Class:	B
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	11/01/2017 - 12/31/2017
Density:	26,688
Sample Concentration Amount:	CFU/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Anaerobic Digestion
Process Description:	Anerobic digestion with a 38-day HRT as verified by the Van Kleeck Method

Outfall Number:	<b>010</b>
Biosolids Class:	A
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	04/01/2017 - 06/30/2017
Density:	0
Sample Concentration Amount:	MPN/G TS
Requirement Met:	Yes
Land Applied:	No
Process:	Composting

Process Description:

AWWTP did not process biosolids compost this quarter

4.2 If exceeded Class B limit or did not meet the process criteria at the time of land application.

4.2.1 Was the limit exceeded or the process criteria not met at the time of land application?

☐ Yes (40 Points)☒ No

If yes, what action was taken?

**5. Vector Attraction Reduction (per outfall):**

0

5.1 Verify the following information. If any of the information is incorrect, use the Report Issue button under the Options header in the left-side menu.

Outfall Number:	003
Method Date:	01/24/2017
Option Used To Satisfy Requirement:	Volatile Solids Reduction
Requirement Met:	Yes
Land Applied:	No
Limit (if applicable):	>=38
Results (if applicable):	47.20

Outfall Number:	003
Method Date:	03/28/2017
Option Used To Satisfy Requirement:	Volatile Solids Reduction
Requirement Met:	Yes
Land Applied:	No
Limit (if applicable):	>=38
Results (if applicable):	49.30

Outfall Number:	003
Method Date:	05/30/2017
Option Used To Satisfy Requirement:	Volatile Solids Reduction
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	>=38
Results (if applicable):	51.40

Outfall Number:	003
Method Date:	07/25/2017
Option Used To Satisfy Requirement:	Volatile Solids Reduction
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	>=38
Results (if applicable):	41.10

Outfall Number:	003
Method Date:	09/26/2017
Option Used To Satisfy Requirement:	Volatile Solids Reduction

Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	$\geq 38$
Results (if applicable):	41.50

Outfall Number:	003
Method Date:	11/28/2017
Option Used To Satisfy Requirement:	Volatile Solids Reduction
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	$\geq 38$
Results (if applicable):	46.90

5.2 Was the limit exceeded or the process criteria not met at the time of land application?

☐ Yes (40 Points)

☒ No

If yes, what action was taken?

## 6. Biosolids Storage

6.1 How many days of actual, current biosolids storage capacity did your wastewater treatment facility have either on-site or off-site?

- ☒  $\geq 180$  days (0 Points)
- ☐ 150 - 179 days (10 Points)
- ☐ 120 - 149 days (20 Points)
- ☐ 90 - 119 days (30 Points)
- ☐  $< 90$  days (40 Points)
- ☐ N/A (0 Points)

6.2 If you checked N/A above, explain why.

0

## 7. Issues

7.1 Describe any outstanding biosolids issues with treatment, use or overall management:

Total Points Generated	0
Score (100 - Total Points Generated)	100

SECTION GRADE	A
---------------	---

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## Wisconsin Department of Natural Resources

Status :  
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## SECTIONS

[Influent](#)  
[BOD/CBOD](#)  
[TSS](#)  
[Ammonia](#)  
[Phosphorus](#)  
[Biosolids](#)  
[Staffing/PM](#)  
[OpCert](#)  
[Financial](#)  
[Collection](#)  
[Summary](#)  
[Resolution](#)

## INFO

[SectionInstructions](#)[CMAR Website](#)

## OPTIONS

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## Compliance Maintenance Annual Report

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Appleton Wastewater Treatment Facility

Updated: 6/7/2018

Reporting For: 2017

## Staffing and Preventative Maintenance (All Treatment Plants)

## 1. Plant Staffing

1.1 Was your wastewater treatment plant adequately staffed last year?

☒ Yes☐ No

If No, please explain:

Could use more help/staff for:

1.2 Did your wastewater staff have adequate time to properly operate and maintain the plant and fulfill all wastewater management tasks including recordkeeping?

☒ Yes☐ No

If No, please explain:

## 2. Preventative Maintenance

2.1 Did your plant have a documented AND implemented plan for preventative maintenance on major equipment items?

☒ Yes (Continue with question 2)☐ No (40 points)

If No, please explain, then go to question 3:

2.2 Did this preventative maintenance program depict frequency of intervals, types of lubrication, and other tasks necessary for each piece of equipment?

☒ Yes

0



☐ No (10 points)

2.3 Were these preventative maintenance tasks, as well as major equipment repairs, recorded and filed so future maintenance problems can be assessed properly?

☒ Yes

☐ Paper file system

☐ Computer system

☒ Both paper and computer system

☐ No (10 points)

### 3. O&M Manual

3.1 Does your plant have a detailed O&M and Manufacturer Equipment Manuals that can be used as a reference when needed?

☒ Yes

☐ No

### 4. Overall Maintenance /Repairs

4.1 Rate the overall maintenance of your wastewater plant.

☐ Excellent

☒ Very good

☐ Good

☐ Fair

☐ Poor

Describe your rating:

Operations/maintenance staff are knowledgeable and dedicated to repairing immediate needs while also planning ahead for future maintenance needs of the plant.

Total Points Generated	0
Score (100 - Total Points Generated)	100
<b>SECTION GRADE</b>	<b>A</b>

## Wisconsin Department of Natural Resources

Status :

In Progress

## Compliance Maintenance Annual Report

[Logout](#)

Appleton Wastewater Treatment Facility

Updated: 6/7/2018

Reporting For: 2017

## SECTIONS

[Influent](#)[BOD/CBOD](#)[TSS](#)[Ammonia](#)[Phosphorus](#)[Biosolids](#)[Staffing/PM](#)[OpCert](#)[Financial](#)[Collection](#)[Summary](#)[Resolution](#)

## INFO

[Section Instructions](#)[CMAR Website](#)

## OPTIONS

Report Issue

Save

Validate

Print

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## Operator Certification and Education

## 1. Operator-In-Charge

1.1 Did you have a designated operator-in-charge during the report year?

☒ Yes (0 points)☐ No (20 points)

Name: Robert Kennedy

Certification No: 06089

0

## 2. Certification Requirements

2.1 In accordance with Chapter NR 114.56 and 114.57, Wisconsin Administrative Code, what level and subclass(es) were required for the operator-in-charge (OIC) to operate the wastewater treatment plant and what level and subclass(es) were held by the operator-in-charge?

Sub Class	SubClass Description	WWTP	OIC		
		Advanced	OIT	Basic	Advanced
A1	Suspended Growth Processes	X			X
A2	Attached Growth Processes				X
A3	Recirculating Media Filters				
A4	Ponds, Lagoons and Natural Systems				X
A5	Anaerobic Treatment Of Liquid Waste				
B	Solids Separation	X			X
C	Biological Solids/Sludges	X			X
P	Total Phosphorus	X			X
N	Total Nitrogen				
D	Disinfection	X			X
L	Laboratory	X			X
U	Unique Treatment Systems				
SS	Sanitary Sewage Collection System	X	NA	NA	NA

0

2.2 Was the operator-in-charge certified at the appropriate level and subclass(es) to operate this plant? (Note: Certification in subclass SS, N and A5 not required in 2016; subclass SS is basic level only.)

☒ Yes (0 points)☐ No (20 points)

0

## 3. Succession Planning

3.1 In the event of the loss of your designated operator-in-charge, did you have a contingency plan to ensure the continued proper operation and maintenance of the plant that includes one or more of the following options (check all that apply)?

☒ One or more additional certified operators on staff☐ An arrangement with another certified operator☐ An arrangement with another community with a certified operator

- ☐ An operator on staff who has an operator-in-training certificate for your plant and is expected to be certified within one year
- ☐ A consultant to serve as your certified operator
- ☐ None of the above (20 points)

If "None of the above" is selected, please explain:

----------------------

#### 4. Continuing Education Credits

4.1 If you had a designated operator-in-charge, was the operator-in-charge earning Continuing Education Credits at the following rates?

OIT and Basic Certification:

- ☐ Averaging 6 or more CECs per year.
- ☐ Averaging less than 6 CECs per year.

Advanced Certification:

- ☒ Averaging 8 or more CECs per year.
- ☐ Averaging less than 8 CECs per year.

Total Points Generated	0
Score (100 - Total Points Generated)	100
<b>SECTION GRADE</b>	<b>A</b>

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[Influent](#)[BOD/CBOD](#)[TSS](#)[Ammonia](#)[Phosphorus](#)[Biosolids](#)[Staffing/PM](#)[OpCert](#)[Financial](#)[Collection](#)[Summary](#)[Resolution](#)

## INFO

[Section Instructions](#)[CMAR Website](#)

## OPTIONS

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## Compliance Maintenance Annual Report

[Logout](#)

Appleton Wastewater Treatment Facility

Updated: 6/7/2018

Reporting For: 2017

## Financial Management

## 1. Provider of Financial Information

Name: Kelli Rindt

Telephone: (920) 832-6316

(XXX) XXX-XXXX

E-Mail Address (optional): kelli.rindt@appleton.org

## 2. Treatment Works Operating Revenues

2.1 Are User Charges or other revenues sufficient to cover O&amp;M expenses for your wastewater treatment plant AND/OR collection system ?

☒ Yes (0 points)☐ No (40 points)

If No, please explain:

2.2 When was the User Charge System or other revenue source(s) last reviewed and/or revised?

Year: 2017

☒ 0-2 years ago (0 points)☐ 3 or more years ago (20 points)☐ N/A (private facility)

2.3 Did you have a special account (e.g., CWFP required segregated Replacement Fund, etc.) or financial resources available for repairing or replacing equipment for your wastewater treatment plant and/or collection system?

☒ Yes (0 points)☐ No (40 points)

## REPLACEMENT FUNDS [PUBLIC MUNICIPAL FACILITIES SHALL COMPLETE QUESTION 3]

## 3. Equipment Replacement Funds

3.1 When was the Equipment Replacement Fund last reviewed and/or revised?

Year: 2017

☒ 1-2 years ago (0 points)☐ 3 or more years ago (20 points)☐ N/A

If N/A, please explain:

## 3.2 Equipment Replacement Fund Activity

3.2.1 Ending Balance Reported on Last Year's CMAR

\$ 3,592,322.07

3.2.2 Adjustments - if necessary (e.g. earned interest, audit correction, withdrawal of excess funds, increase making up previous shortfall, etc.)

+/- ▼

\$ 0.00

3.2.3 Adjusted January 1st Beginning Balance

\$ 3,592,322.07

3.2.4 Additions to Fund (e.g. portion of User Fee, earned interest, etc.)

+

\$ 33,260.13

3.2.5 Subtractions from Fund (e.g., equipment replacement, major repairs – use description box 3.2.6.1 below#)

\$ 0.00

3.2.6 Ending Balance as of December 31st for CMAR Reporting Year

\$ 3,625,582.20

All Sources: This ending balance should include all Equipment Replacement Funds whether held in a bank account(s), certificate(s) of deposit, etc.

CALCULATE

3.2.6.1 Indicate adjustments, equipment purchases, and/or major repairs from 3.2.5 above.

3.3 What amount should be in your Replacement Fund?

\$ 2,021,510.00

Please note: If you had a CWFP loan, this amount was originally based on the Financial Assistance Agreement (FAA) and should be regularly updated as needed. Further calculation instructions and an example can be found by clicking the SectionInstructions link under Info header in the left-side menu.

3.3.1 Is the December 31 Ending Balance in your Replacement Fund above, (#3.2.6) equal to, or greater than the amount that should be in it (#3.3)?

☒ Yes

☐ No

If No, please explain.

#### 4. Future Planning

4.1 During the next ten years, will you be involved in formal planning for upgrading, rehabilitating, or new construction of your treatment facility or collection system?

☒ Yes - If Yes, please provide major project information, if not already listed below.

☐ No

Add Project

Project #	Project Description	Estimated Cost	Approximate Construction Year
1	Sludge Storage Improvements	5,000,000	2019
2	Receiving Station Improvements	2,200,000	2020
3	TMDL Planning	250,000	2021
4	Aeration Blower #3 replacement	920,000	2018
5	Belt filter press upgrades	1,991,000	2019
6	Multi-Year Electrical Equipment Upgrade	7,235,750	2018
7	Multi-year HVAC Upgrades	1,275,000	2018
8	Chemical storage improvements	600,000	2018
9	PLC & SCADA Maintenance	158,000	2018
10	Briarcliff Lift Station Improvements	150,000	2018
11	Midway Lift Station Improvements	174,000	2018
12	Marshall Heights Lift Station Improvements	150,000	2019
13	Process Improvements	3,185,500	2018
14	New Potable Water Line	30,000	2018
15	Lighting Upgrades	150,000	2019
16	Roof Replacements	300,000	2020
17	Multi-Year Driveway and Walkway Replacements	740,000	2018

To edit Project, click on Project #

#### 5. Financial Management General Comments

## ENERGY EFFICIENCY AND USE

## 6. Collection System

## 6.1 Energy Usage

6.1.1 Enter the monthly energy usage from the different energy sources:

**Energy use can be obtained from your monthly utility bills or request from your utility a use summary. Read your energy bill or use summary closely and enter the use in the correct month. Include all collection system energy use in which the municipality is financially responsible.**

## COLLECTION SYSTEM: Total Energy Consumed

Number of Municipally Owned Pump/Lift Stations: 14

	Total Collection System Electricity Consumed (kWh)	Total Collection System Natural Gas Consumed (therms) <i>Leave blank if not applicable</i>
January	30,395	378
February	27,549	256
March	26,933	204
April	24,900	96
May	21,481	20
June	18,633	7
July	19,385	1
August	16,279	4
September	17,642	2
October	18,811	6
November	20,397	105
December	27,992	222
Total	270,397	1,301
Average	22,533	108

6.1.2 Comments:

## 6.2 Energy Related Processes and Equipment

6.2.1 Indicate equipment and practices utilized at your pump/lift stations (Check all that apply):

- ☒ Comminution or Screening
- ☐ Extended Shaft Pumps
- ☒ Flow Metering and Recording
- ☒ Pneumatic Pumping
- ☒ SCADA System
- ☒ Self-Priming Pumps
- ☒ Submersible Pumps
- ☒ Variable Speed Drives
- ☐ Other:

6.2.2 Comments:



## 6.3 Has an Energy Study been performed for your pump/lift stations?

☐ No☒ Yes

Year: 2009

By Whom: Donohue and McMahon

Describe and Comment:

In the last five years the following lift stations have been reviewed and new designs, some including new energy efficient pumps, VFDs, etc., have been completed through construction projects: Spartan Dr LS, Scarlet Oak LS, and Everett St LS. Maintaining a lift station inventory that is energy efficient is a City of Appleton objective.

## 6.4 Future Energy Related Equipment

## 6.4.1 What energy efficient equipment or practices do you have planned for the future for your pump/lift stations?

Future lift station pump and motor upgrades will replace less efficient equipment with more energy efficient pumps and motors.

## 7. Treatment Facility

## 7.1 Energy Usage

7.1.1 Enter the monthly energy usage from the different energy sources:

**Read your energy bill or use summary closely. Use the period of energy usage on your bill or utility use summary that corresponds to the same month of the flow.**

TREATMENT PLANT: Total Power Consumed/Month

	Electricity Consumed (kWh)	Total Influent Flow (MG)	Electricity Consumed/ Flow (kWh/MG)	Total Influent BOD (1000 lbs)	Electricity Consumed/ Total Influent BOD (kWh/1000 lbs)	Natural Gas Consumed (therms) <i>*Leave blank if not applicable</i>
January	870,275	421.60	2,064	1,057.22	823	33,873
February	910,006	365.20	2,492	915.35	994	35,742
March	850,485	561.38	1,515	1,089.99	780	27,648
April	815,768	595.76	1,369	958.11	851	20,101
May	808,909	481.60	1,680	855.14	946	12,597
June	777,531	431.90	1,800	931.86	834	9,085
July	745,457	362.40	2,057	1,125.86	662	7,959
August	793,494	318.50	2,491	816.82	971	7,557
September	799,538	295.65	2,704	822.33	972	8,598
October	799,047	338.30	2,362	812.57	983	13,899
November	822,459	304.21	2,704	714.21	1,152	26,332
December	903,190	292.90	3,084	920.92	981	52,183
Total	9,896,159	4,769.40		11,020.38		255,574
Average	824,680	397.45	2,194	918.37	912	21,298

## 7.1.2 Comments:

## 7.2 Energy Related Processes and Equipment

7.2.1 Indicate equipment and practices utilized at your treatment facility (Check all that apply):

☐ Aerobic Digestion☒ Anaerobic Digestion

- ☐ Biological Phosphorus Removal
- ☒ Coarse Bubble Diffusers
- ☒ Dissolved O2 Monitoring and Aeration Control
- ☒ Effluent Pumping
- ☒ Fine Bubble Diffusers
- ☐ Influent Pumping
- ☒ Mechanical Sludge Processing
- ☒ Nitrification
- ☒ SCADA System
- ☐ UV Disinfection
- ☒ Variable Speed Drives
- ☐ Other:

**7.2.2 Comments:**

Effluent pumping is an as-needed process dependent on WWTP inflow and river levels.

**7.3 Future Energy Related Equipment****7.3.1 What energy efficient equipment or practices do you have planned for the future for your treatment facility?**

Equipment replacement with energy efficient pumps and motors as well as optimization of process controls.

**8. Biogas Generation****8.1 Do you generate/produce biogas at your facility?**

- ☐ No
- ☒ Yes

If Yes, how is the biogas used (Check all that apply):

- ☒ Flared Off
- ☒ Building Heat
- ☒ Process Heat
- ☐ Generate Electricity
- ☐ Other:

**9. Energy Efficiency Study****9.1 Has an Energy Study been performed for your treatment facility?**

- ☐ No
- ☒ Yes

☒ Entire facility

Year: 2004

By Whom: Joe Cantwell, Focus on Energy

Describe and Comment:

Every project has an energy component. The City reviews projects by completing a conditions assessment followed by a review of alternatives. The City chooses the alternative with the least overall project cost (operating and capital). A number of projects resulted in decreased energy usage. An anaerobic digester improvement project reduced electrical costs

☐ Part of the facility

Year:

By Whom:

Describe and Comment:

Total Points Generated	0
Score (100 - Total Points Generated)	100
<b>SECTION GRADE</b>	<b>A</b>

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## Wisconsin Department of Natural Resources

Status :  
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## Compliance Maintenance Annual Report

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Appleton Wastewater Treatment Facility

Updated: 6/7/2018

Reporting For: 2017

## SECTIONS

[Influent](#)[BOD/CBOD](#)[TSS](#)[Ammonia](#)[Phosphorus](#)[Biosolids](#)[Staffing/PM](#)[OpCert](#)[Financial](#)[Collection](#)[Summary](#)[Resolution](#)

## INFO

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## Sanitary Sewer Collection Systems

0

## 1. Capacity, Management, Operation, and Maintenance (CMOM) Program

1.1 Do you have a CMOM program that is being implemented?

☒ Yes☐ No

If No, explain:

1.2 Do you have a CMOM program that contains all the applicable components and items according to Wisc. Adm Code NR 210.23 (4)?

☒ Yes☐ No (30 points)☐ N/A

If No or N/A, explain:

1.3 Does your CMOM program contain the following components and items? (check the components and items that apply)

☒ **Goals [NR 210.23 (4)(a)]**

Describe the major goals you had for your collection system last year:

Reconstruction is performed based on existing conditions and expected useful life of the sanitary sewer. Budget constraints limit the amount of sewers which can be rebuilt annually to an amount less than which meet our reconstruction criteria. In 2017, \$3,500,000 was budgeted for sewer reconstruction and \$840,000 was budgeted for maintenance. Specific 2017

Did you accomplish them?

☒ Yes☐ No

If No, explain:

☒ **Organization [NR 210.23 (4) (b)]**

Does this chapter of your CMOM include:

- ☒ Organizational structure and positions (eg. organizational chart and position descriptions)
- ☒ Internal and external lines of communication responsibilities
- ☒ Person(s) responsible for reporting overflow events to the department and the public

☒ **Legal Authority [NR 210.23 (4) (c)]**

What is the legally binding document that regulates the use of your sewer system?

Sewer Use Ordinance

If you have a Sewer Use Ordinance or other similar document, when was it last reviewed and revised?  
(MM/DD/YYYY) 03 / 08 / 2011

Does your sewer use ordinance or other legally binding document address the following:

- ☒ Private property inflow and infiltration
- ☒ New sewer and building sewer design, construction, installation, testing and inspection
- ☒ Rehabilitated sewer and lift station installation, testing and inspection
- ☐ Sewage flows satellite system and large private users are monitored and controlled, as necessary
- ☒ Fat, oil and grease control
- ☒ Enforcement procedures for sewer use non-compliance

☒ **Operation and Maintenance [NR 210.23 (4) (d)]**

Does your operation and maintenance program and equipment include the following:

- ☒ Equipment and replacement part inventories
- ☒ Up-to-date sewer system map
- ☒ A management system (computer database and/or file system) for collection system information for O&M activities, investigation and rehabilitation
- ☒ A description of routine operation and maintenance activities (see question 2 below)
- ☒ Capacity assessment program
- ☒ Basement back assessment and correction
- ☒ Regular O&M training

☒ **Design and Performance Provisions [NR 210.23 (4) (e)]**

What standards and procedures are established for the design, construction, and inspection of the sewer collection system, including building sewers and interceptor sewers on private property?

- ☒ State Plumbing Code, DNR NR 110 Standards and/or local Municipal Code Requirements
- ☒ Construction, Inspection, and Testing
- ☒ Others:

The Department of Public Works has written criteria that are used for all sanitary sewer extensions and installations?

☒ **Overflow Emergency Response Plan [NR 210.23 (4) (f)]**

Does your emergency response capability include:

- ☒ Responsible personnel communication procedures
- ☒ Response order, timing and clean-up

- ☒ Public notification protocols
- ☒ Training
- ☒ Emergency operation protocols and implementation procedures

☒ Annual Self-Auditing of your CMOM Program [NR 210.23 (5)]

☒ Special Studies Last Year (check only those that apply):

- ☒ Infiltration/Inflow (I/I) Analysis
- ☐ Sewer System Evaluation Survey (SSES)
- ☐ Sewer Evaluation and Capacity Management Plan (SECAP)
- ☐ Lift Station Evaluation Report
- ☐ Others:

## 2. Operation and Maintenance

2.1 Did your sanitary sewer collection system maintenance program include the following maintenance activities? Complete all that apply and indicate the amount maintained.

Cleaning	<u>50.7</u>	% of system/year
Root removal	<u>1.17</u>	% of system/year
Flow monitoring	<u>1.85</u>	% of system/year
Smoke testing	<u>0</u>	% of system/year
Sewer line televising	<u>13.1</u>	% of system/year
Manhole inspections	<u>13.9</u>	% of system/year
Lift station O&M	<u>12</u>	# per L.S./year
Manhole rehabilitation	<u>.89</u>	% of manholes rehabbed
Mainline rehabilitation	<u>.58</u>	% of sewer lines rehabbed
Private sewer inspections	<u>23.46</u>	% of system/year
Private sewer I/I removal	<u>.33</u>	% of private services
River or water crossings	<u>0</u>	% of pipe crossings evaluated or maintained

Please include additional comments about your sanitary sewer collection system below:

No comments

## 3. Performance Indicators

3.1 Provide the following collection system and flow information for the past year.



Total actual amount of precipitation last year in inches

Annual average precipitation (for your location)

Miles of sanitary sewer

Number of lift stations

Number of lift station failures

Number of sewer pipe failures

Number of basement backup occurrences

Number of complaints

Average daily flow in MGD (if available)

Peak monthly flow in MGD (if available)

Peak hourly flow in MGD (if available)

### 3.2 Performance ratios for the past year:

Lift station failures (failures/year)

Sewer pipe failures (pipe failures/sewer mile/yr)

Sanitary sewer overflows (number/sewer mile/yr)

Basement backups (number/sewer mile)

Complaints (number/sewer mile)

Peaking factor ratio (Peak Monthly:Annual Daily Avg)

Peaking factor ratio (Peak Hourly:Annual Daily Avg)

## 4. Overflows

LIST OF SANITARY SEWER (SSO) AND TREATMENT FACILITY (TFO) OVERFLOWS REPORTED **			
Date	Location	Cause	Estimated Volume (MG)
None reported			

**\*\* If there were any SSOs or TFOs that are not listed above, please contact the DNR and stop work on this section until corrected.**

## 5. Infiltration / Inflow (I/I)

5.1 Was infiltration/inflow (I/I) significant in your community last year?

- ☒ Yes
- ☐ No

If Yes, please describe:

Rain events combined with spring snow melt runoff resulted in higher than normal flows in the months of March and April.

5.2 Has infiltration/inflow and resultant high flows affected performance or created problems in your collection system, lift stations, or treatment plant at any time in the past year?

☐ Yes

☒ No

If Yes, please describe:

5.3 Explain any infiltration/inflow (I/I) changes this year from previous years:

Due to moderate rain events and sewer system maintenance, I/I was reduced in 2017 from previous years.

5.4 What is being done to address infiltration/inflow in your collection system?

The following activities are being performed to address inflow/infiltration:

- a. 850 manhole inspections
- b. 54 manholes rehabilitated
- c. 43 miles of sanitary mains televised

Total Points Generated	0
Score (100 - Total Points Generated)	100
<b>SECTION GRADE</b>	<b>A</b>

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## Wisconsin Department of Natural Resources

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Appleton Wastewater Treatment Facility

Updated: 6/7/2018

Reporting For: 2017

## SECTIONS

[Influent](#)[BOD/CBOD](#)[TSS](#)[Ammonia](#)[Phosphorus](#)[Biosolids](#)[Staffing/PM](#)[OpCert](#)[Financial](#)[Collection](#)[Summary](#)[Resolution](#)

## INFO

[SectionInstructions](#)[CMAR Website](#)

## OPTIONS

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Save

Validate

Print

Submit

Return

## Sanitary Sewer Collection Systems

0

## 1. Capacity, Management, Operation, and Maintenance (CMOM) Program

1.1 Do you have a CMOM program that is being implemented?

- ☒ Yes  
☐ No

If No, explain:

1.2 Do you have a CMOM program that contains all the applicable components and items according to Wisc. Adm Code NR 210.23 (4)?

- ☒ Yes  
☐ No (30 points)  
☐ N/A

If No or N/A, explain:

1.3 Does your CMOM program contain the following components and items? (check the components and items that apply)

☒ **Goals [NR 210.23 (4)(a)]**

Describe the major goals you had for your collection system last year:

Reconstruction is performed based on existing conditions and expected useful life of the sanitary sewer. Budget constraints limit the amount of sewers which can be rebuilt annually to an amount less than which meet our reconstruction criteria. In 2017, \$3,500,000 was budgeted for sewer reconstruction and \$840,000 was budgeted for maintenance. Specific 2017

Did you accomplish them?

- ☒ Yes  
☐ No

If No, explain:

☒ **Organization [NR 210.23 (4) (b)]**

Does this chapter of your CMOM include:

- ☒ Organizational structure and positions (eg. organizational chart and position descriptions)
- ☒ Internal and external lines of communication responsibilities
- ☒ Person(s) responsible for reporting overflow events to the department and the public

☒ **Legal Authority [NR 210.23 (4) (c)]**

What is the legally binding document that regulates the use of your sewer system?

Sewer Use Ordinance

If you have a Sewer Use Ordinance or other similar document, when was it last reviewed and revised?

(MM/DD/YYYY) 03/08/2011

Does your sewer use ordinance or other legally binding document address the following:

- ☒ Private property inflow and infiltration
- ☒ New sewer and building sewer design, construction, installation, testing and inspection
- ☒ Rehabilitated sewer and lift station installation, testing and inspection
- ☐ Sewage flows satellite system and large private users are monitored and controlled, as necessary
- ☒ Fat, oil and grease control
- ☒ Enforcement procedures for sewer use non-compliance

☒ **Operation and Maintenance [NR 210.23 (4) (d)]**

Does your operation and maintenance program and equipment include the following:

- ☒ Equipment and replacement part inventories
- ☒ Up-to-date sewer system map
- ☒ A management system (computer database and/or file system) for collection system information for O&M activities, investigation and rehabilitation
- ☒ A description of routine operation and maintenance activities (see question 2 below)
- ☒ Capacity assessment program
- ☒ Basement back assessment and correction
- ☒ Regular O&M training

☒ **Design and Performance Provisions [NR 210.23 (4) (e)]**

What standards and procedures are established for the design, construction, and inspection of the sewer collection system, including building sewers and interceptor sewers on private property?

- ☒ State Plumbing Code, DNR NR 110 Standards and/or local Municipal Code Requirements
- ☒ Construction, Inspection, and Testing
- ☒ Others:

The Department of Public Works has written criteria that are used for all sanitary sewer extensions and installations?

☒ **Overflow Emergency Response Plan [NR 210.23 (4) (f)]**

Does your emergency response capability include:

- ☒ Responsible personnel communication procedures
- ☒ Response order, timing and clean-up

- ☒ Public notification protocols
- ☒ Training
- ☒ Emergency operation protocols and implementation procedures

☒ **Annual Self-Auditing of your CMOM Program [NR 210.23 (5)]**

☒ **Special Studies Last Year (check only those that apply):**

- ☒ Infiltration/Inflow (I/I) Analysis
- ☐ Sewer System Evaluation Survey (SSES)
- ☐ Sewer Evaluation and Capacity Management Plan (SECAP)
- ☐ Lift Station Evaluation Report
- ☐ Others:

## 2. Operation and Maintenance

2.1 Did your sanitary sewer collection system maintenance program include the following maintenance activities? Complete all that apply and indicate the amount maintained.

Cleaning	<u>50.7</u>	% of system/year
Root removal	<u>1.17</u>	% of system/year
Flow monitoring	<u>1.85</u>	% of system/year
Smoke testing	<u>0</u>	% of system/year
Sewer line televising	<u>13.1</u>	% of system/year
Manhole inspections	<u>13.9</u>	% of system/year
Lift station O&M	<u>12</u>	# per L.S./year
Manhole rehabilitation	<u>.89</u>	% of manholes rehabbed
Mainline rehabilitation	<u>.58</u>	% of sewer lines rehabbed
Private sewer inspections	<u>23.46</u>	% of system/year
Private sewer I/I removal	<u>.33</u>	% of private services
River or water crossings	<u>0</u>	% of pipe crossings evaluated or maintained

Please include additional comments about your sanitary sewer collection system below:

No comments

## 3. Performance Indicators

3.1 Provide the following collection system and flow information for the past year.



Total actual amount of precipitation last year in inches

Annual average precipitation (for your location)

Miles of sanitary sewer

Number of lift stations

Number of lift station failures

Number of sewer pipe failures

Number of basement backup occurrences

Number of complaints

Average daily flow in MGD (if available)

Peak monthly flow in MGD (if available)

Peak hourly flow in MGD (if available)

## 3.2 Performance ratios for the past year:

Lift station failures (failures/year)

Sewer pipe failures (pipe failures/sewer mile/yr)

Sanitary sewer overflows (number/sewer mile/yr)

Basement backups (number/sewer mile)

Complaints (number/sewer mile)

Peaking factor ratio (Peak Monthly:Annual Daily Avg)

Peaking factor ratio (Peak Hourly:Annual Daily Avg)

## 4. Overflows

LIST OF SANITARY SEWER (SSO) AND TREATMENT FACILITY (TFO) OVERFLOWS REPORTED **			
Date	Location	Cause	Estimated Volume (MG)
None reported			

\*\* If there were any SSOs or TFOs that are not listed above, please contact the DNR and stop work on this section until corrected.

## 5. Infiltration / Inflow (I/I)

5.1 Was infiltration/inflow (I/I) significant in your community last year?

- ☒ Yes
- ☐ No

If Yes, please describe:

Rain events combined with spring snow melt runoff resulted in higher than normal flows in the months of March and April.

5.2 Has infiltration/inflow and resultant high flows affected performance or created problems in your collection system, lift stations, or treatment plant at any time in the past year?

☐ Yes

☒ No

If Yes, please describe:

5.3 Explain any infiltration/inflow (I/I) changes this year from previous years:

Due to moderate rain events and sewer system maintenance, I/I was reduced in 2017 from previous years.

5.4 What is being done to address infiltration/inflow in your collection system?

The following activities are being performed to address inflow/infiltration:

- a. 850 manhole inspections
- b. 54 manholes rehabilitated
- c. 43 miles of sanitary mains televised

Total Points Generated	0
Score (100 - Total Points Generated)	100
<b>SECTION GRADE</b>	<b>A</b>

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Appleton Wastewater Treatment Facility

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## Sanitary Sewer Collection Systems

0

## 1. Capacity, Management, Operation, and Maintenance (CMOM) Program

1.1 Do you have a CMOM program that is being implemented?

☒ Yes☐ No

If No, explain:

1.2 Do you have a CMOM program that contains all the applicable components and items according to Wisc. Adm Code NR 210.23 (4)?

☒ Yes☐ No (30 points)☐ N/A

If No or N/A, explain:

1.3 Does your CMOM program contain the following components and items? (check the components and items that apply)

☒ **Goals [NR 210.23 (4)(a)]**

Describe the major goals you had for your collection system last year:

Reconstruction is performed based on existing conditions and expected useful life of the sanitary sewer. Budget constraints limit the amount of sewers which can be rebuilt annually to an amount less than which meet our reconstruction criteria. In 2017, \$3,500,000 was budgeted for sewer reconstruction and \$840,000 was budgeted for maintenance. Specific 2017

Did you accomplish them?

☒ Yes☐ No

If No, explain:

☒ **Organization [NR 210.23 (4) (b)]**

Does this chapter of your CMOM include:

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Validate

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- ☒ Organizational structure and positions (eg. organizational chart and position descriptions)
- ☒ Internal and external lines of communication responsibilities
- ☒ Person(s) responsible for reporting overflow events to the department and the public

☒ **Legal Authority [NR 210.23 (4) (c)]**

What is the legally binding document that regulates the use of your sewer system?

Sewer Use Ordinance

If you have a Sewer Use Ordinance or other similar document, when was it last reviewed and revised?

(MM/DD/YYYY) 03/08/2011

Does your sewer use ordinance or other legally binding document address the following:

- ☒ Private property inflow and infiltration
- ☒ New sewer and building sewer design, construction, installation, testing and inspection
- ☒ Rehabilitated sewer and lift station installation, testing and inspection
- ☐ Sewage flows satellite system and large private users are monitored and controlled, as necessary
- ☒ Fat, oil and grease control
- ☒ Enforcement procedures for sewer use non-compliance

☒ **Operation and Maintenance [NR 210.23 (4) (d)]**

Does your operation and maintenance program and equipment include the following:

- ☒ Equipment and replacement part inventories
- ☒ Up-to-date sewer system map
- ☒ A management system (computer database and/or file system) for collection system information for O&M activities, investigation and rehabilitation
- ☒ A description of routine operation and maintenance activities (see question 2 below)
- ☒ Capacity assessment program
- ☒ Basement back assessment and correction
- ☒ Regular O&M training

☒ **Design and Performance Provisions [NR 210.23 (4) (e)]**

What standards and procedures are established for the design, construction, and inspection of the sewer collection system, including building sewers and interceptor sewers on private property?

- ☒ State Plumbing Code, DNR NR 110 Standards and/or local Municipal Code Requirements
- ☒ Construction, Inspection, and Testing
- ☒ Others:

The Department of Public Works has written criteria that are used for all sanitary sewer extensions and installations?

☒ **Overflow Emergency Response Plan [NR 210.23 (4) (f)]**

Does your emergency response capability include:

- ☒ Responsible personnel communication procedures
- ☒ Response order, timing and clean-up

- ☒ Public notification protocols
- ☒ Training
- ☒ Emergency operation protocols and implementation procedures

☒ **Annual Self-Auditing of your CMOM Program [NR 210.23 (5)]**

☒ **Special Studies Last Year (check only those that apply):**

- ☒ Infiltration/Inflow (I/I) Analysis
- ☐ Sewer System Evaluation Survey (SSES)
- ☐ Sewer Evaluation and Capacity Management Plan (SECAP)
- ☐ Lift Station Evaluation Report
- ☐ Others:

## 2. Operation and Maintenance

2.1 Did your sanitary sewer collection system maintenance program include the following maintenance activities? Complete all that apply and indicate the amount maintained.

Cleaning	<input type="text" value="50.7"/>	% of system/year
Root removal	<input type="text" value="1.17"/>	% of system/year
Flow monitoring	<input type="text" value="1.85"/>	% of system/year
Smoke testing	<input type="text" value="0"/>	% of system/year
Sewer line televising	<input type="text" value="13.1"/>	% of system/year
Manhole inspections	<input type="text" value="13.9"/>	% of system/year
Lift station O&M	<input type="text" value="12"/>	# per L.S./year
Manhole rehabilitation	<input type="text" value=".89"/>	% of manholes rehabbed
Mainline rehabilitation	<input type="text" value=".58"/>	% of sewer lines rehabbed
Private sewer inspections	<input type="text" value="23.46"/>	% of system/year
Private sewer I/I removal	<input type="text" value=".33"/>	% of private services
River or water crossings	<input type="text" value="0"/>	% of pipe crossings evaluated or maintained

Please include additional comments about your sanitary sewer collection system below:

No comments

## 3. Performance Indicators

3.1 Provide the following collection system and flow information for the past year.



28.1 Total actual amount of precipitation last year in inches

31 Annual average precipitation (for your location)

325 Miles of sanitary sewer

14 Number of lift stations

0 Number of lift station failures

0 Number of sewer pipe failures

21 Number of basement backup occurrences

21 Number of complaints

13.1 Average daily flow in MGD (if available)

19.9 Peak monthly flow in MGD (if available)

31.4 Peak hourly flow in MGD (if available)

### 3.2 Performance ratios for the past year:

0.00 Lift station failures (failures/year)	GRAPH
0.00 Sewer pipe failures (pipe failures/sewer mile/yr)	GRAPH
0.00 Sanitary sewer overflows (number/sewer mile/yr)	GRAPH
0.06 Basement backups (number/sewer mile)	GRAPH
0.06 Complaints (number/sewer mile)	GRAPH
1.5 Peaking factor ratio (Peak Monthly:Annual Daily Avg)	GRAPH
2.4 Peaking factor ratio (Peak Hourly:Annual Daily Avg)	GRAPH

### 4. Overflows

LIST OF SANITARY SEWER (SSO) AND TREATMENT FACILITY (TFO) OVERFLOWS REPORTED **			
Date	Location	Cause	Estimated Volume (MG)
None reported			

**\*\* If there were any SSOs or TFOs that are not listed above, please contact the DNR and stop work on this section until corrected.**

### 5. Infiltration / Inflow (I/I)

5.1 Was infiltration/inflow (I/I) significant in your community last year?

☒ Yes

☐ No

If Yes, please describe:

Rain events combined with spring snow melt runoff resulted in higher than normal flows in the months of March and April.

5.2 Has infiltration/inflow and resultant high flows affected performance or created problems in your collection system, lift stations, or treatment plant at any time in the past year?

☐ Yes

☒ No

If Yes, please describe:

5.3 Explain any infiltration/inflow (I/I) changes this year from previous years:

Due to moderate rain events and sewer system maintenance, I/I was reduced in 2017 from previous years.

5.4 What is being done to address infiltration/inflow in your collection system?

The following activities are being performed to address inflow/infiltration:

- a. 850 manhole inspections
- b. 54 manholes rehabilitated
- c. 43 miles of sanitary mains televised

Total Points Generated	0
Score (100 - Total Points Generated)	100
<b>SECTION GRADE</b>	<b>A</b>

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Appleton Wastewater Treatment Facility

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## SECTIONS

[Influent](#)[BOD/CBOD](#)[TSS](#)[Ammonia](#)[Phosphorus](#)[Biosolids](#)[Staffing/PM](#)[OpCert](#)[Financial](#)[Collection](#)[Summary](#)[Resolution](#)

## INFO

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## Sanitary Sewer Collection Systems

0

## 1. Capacity, Management, Operation, and Maintenance (CMOM) Program

1.1 Do you have a CMOM program that is being implemented?

☒ Yes☐ No

If No, explain:

1.2 Do you have a CMOM program that contains all the applicable components and items according to Wisc. Adm Code NR 210.23 (4)?

☒ Yes☐ No (30 points)☐ N/A

If No or N/A, explain:

1.3 Does your CMOM program contain the following components and items? (check the components and items that apply)

☒ Goals [NR 210.23 (4)(a)]

Describe the major goals you had for your collection system last year:

Reconstruction is performed based on existing conditions and expected useful life of the sanitary sewer. Budget constraints limit the amount of sewers which can be rebuilt annually to an amount less than which meet our reconstruction criteria. In 2017, \$3,500,000 was budgeted for sewer reconstruction and \$840,000 was budgeted for maintenance. Specific 2017

Did you accomplish them?

☒ Yes☐ No

If No, explain:

☒ Organization [NR 210.23 (4) (b)]

Does this chapter of your CMOM include:

- ☒ Organizational structure and positions (eg. organizational chart and position descriptions)
- ☒ Internal and external lines of communication responsibilities
- ☒ Person(s) responsible for reporting overflow events to the department and the public

☒ **Legal Authority [NR 210.23 (4) (c)]**

What is the legally binding document that regulates the use of your sewer system?

Sewer Use Ordinance

If you have a Sewer Use Ordinance or other similar document, when was it last reviewed and revised?

(MM/DD/YYYY) 03/08/2011

Does your sewer use ordinance or other legally binding document address the following:

- ☒ Private property inflow and infiltration
- ☒ New sewer and building sewer design, construction, installation, testing and inspection
- ☒ Rehabilitated sewer and lift station installation, testing and inspection
- ☐ Sewage flows satellite system and large private users are monitored and controlled, as necessary
- ☒ Fat, oil and grease control
- ☒ Enforcement procedures for sewer use non-compliance

☒ **Operation and Maintenance [NR 210.23 (4) (d)]**

Does your operation and maintenance program and equipment include the following:

- ☒ Equipment and replacement part inventories
- ☒ Up-to-date sewer system map
- ☒ A management system (computer database and/or file system) for collection system information for O&M activities, investigation and rehabilitation
- ☒ A description of routine operation and maintenance activities (see question 2 below)
- ☒ Capacity assessment program
- ☒ Basement back assessment and correction
- ☒ Regular O&M training

☒ **Design and Performance Provisions [NR 210.23 (4) (e)]**

What standards and procedures are established for the design, construction, and inspection of the sewer collection system, including building sewers and interceptor sewers on private property?

- ☒ State Plumbing Code, DNR NR 110 Standards and/or local Municipal Code Requirements
- ☒ Construction, Inspection, and Testing
- ☒ Others:

The Department of Public Works has written criteria that are used for all sanitary sewer extensions and installations?

☒ **Overflow Emergency Response Plan [NR 210.23 (4) (f)]**

Does your emergency response capability include:

- ☒ Responsible personnel communication procedures
- ☒ Response order, timing and clean-up

- ☒ Public notification protocols
- ☒ Training
- ☒ Emergency operation protocols and implementation procedures

☒ **Annual Self-Auditing of your CMOM Program [NR 210.23 (5)]**

☒ **Special Studies Last Year (check only those that apply):**

- ☒ Infiltration/Inflow (I/I) Analysis
- ☐ Sewer System Evaluation Survey (SSES)
- ☐ Sewer Evaluation and Capacity Management Plan (SECAP)
- ☐ Lift Station Evaluation Report
- ☐ Others:

## 2. Operation and Maintenance

2.1 Did your sanitary sewer collection system maintenance program include the following maintenance activities? Complete all that apply and indicate the amount maintained.

Cleaning	<div style="border: 1px solid black; width: 100px; text-align: center;">50.7</div>	% of system/year
Root removal	<div style="border: 1px solid black; width: 100px; text-align: center;">1.17</div>	% of system/year
Flow monitoring	<div style="border: 1px solid black; width: 100px; text-align: center;">1.85</div>	% of system/year
Smoke testing	<div style="border: 1px solid black; width: 100px; text-align: center;">0</div>	% of system/year
Sewer line televising	<div style="border: 1px solid black; width: 100px; text-align: center;">13.1</div>	% of system/year
Manhole inspections	<div style="border: 1px solid black; width: 100px; text-align: center;">13.9</div>	% of system/year
Lift station O&M	<div style="border: 1px solid black; width: 100px; text-align: center;">12</div>	# per L.S./year
Manhole rehabilitation	<div style="border: 1px solid black; width: 100px; text-align: center;">.89</div>	% of manholes rehabbed
Mainline rehabilitation	<div style="border: 1px solid black; width: 100px; text-align: center;">.58</div>	% of sewer lines rehabbed
Private sewer inspections	<div style="border: 1px solid black; width: 100px; text-align: center;">23.46</div>	% of system/year
Private sewer I/I removal	<div style="border: 1px solid black; width: 100px; text-align: center;">.33</div>	% of private services
River or water crossings	<div style="border: 1px solid black; width: 100px; text-align: center;">0</div>	% of pipe crossings evaluated or maintained

Please include additional comments about your sanitary sewer collection system below:

No comments

## 3. Performance Indicators

3.1 Provide the following collection system and flow information for the past year.



Total actual amount of precipitation last year in inches

Annual average precipitation (for your location)

Miles of sanitary sewer

Number of lift stations

Number of lift station failures

Number of sewer pipe failures

Number of basement backup occurrences

Number of complaints

Average daily flow in MGD (if available)

Peak monthly flow in MGD (if available)

Peak hourly flow in MGD (if available)

### 3.2 Performance ratios for the past year:

<input type="text" value="0.00"/> Lift station failures (failures/year)	<input type="button" value="GRAPH"/>
<input type="text" value="0.00"/> Sewer pipe failures (pipe failures/sewer mile/yr)	<input type="button" value="GRAPH"/>
<input type="text" value="0.00"/> Sanitary sewer overflows (number/sewer mile/yr)	<input type="button" value="GRAPH"/>
<input type="text" value="0.06"/> Basement backups (number/sewer mile)	<input type="button" value="GRAPH"/>
<input type="text" value="0.06"/> Complaints (number/sewer mile)	<input type="button" value="GRAPH"/>
<input type="text" value="1.5"/> Peaking factor ratio (Peak Monthly:Annual Daily Avg)	<input type="button" value="GRAPH"/>
<input type="text" value="2.4"/> Peaking factor ratio (Peak Hourly:Annual Daily Avg)	<input type="button" value="GRAPH"/>

## 4. Overflows

LIST OF SANITARY SEWER (SSO) AND TREATMENT FACILITY (TFO) OVERFLOWS REPORTED **			
Date	Location	Cause	Estimated Volume (MG)
None reported			

**\*\* If there were any SSOs or TFOs that are not listed above, please contact the DNR and stop work on this section until corrected.**

## 5. Infiltration / Inflow (I/I)

5.1 Was infiltration/inflow (I/I) significant in your community last year?

- ☒ Yes
- ☐ No

If Yes, please describe:

Rain events combined with spring snow melt runoff resulted in higher than normal flows in the months of March and April.

5.2 Has infiltration/inflow and resultant high flows affected performance or created problems in your collection system, lift stations, or treatment plant at any time in the past year?

☐ Yes

☒ No

If Yes, please describe:

5.3 Explain any infiltration/inflow (I/I) changes this year from previous years:

Due to moderate rain events and sewer system maintenance, I/I was reduced in 2017 from previous years.

5.4 What is being done to address infiltration/inflow in your collection system?

The following activities are being performed to address inflow/infiltration:

- a. 850 manhole inspections
- b. 54 manholes rehabilitated
- c. 43 miles of sanitary mains televised

Total Points Generated	0
Score (100 - Total Points Generated)	100
<b>SECTION GRADE</b>	<b>A</b>

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## Compliance Maintenance Annual Report

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Appleton Wastewater Treatment Facility

WPDES No:  
0023221Reporting For:  
2017

## Grading Summary

SECTIONS	LETTER GRADE	GRADE POINTS	WEIGHTING FACTORS	SECTION POINTS
Influent	A	4	3	12
BOD/CBOD	A	4	10	40
TSS	A	4	5	20
Ammonia	A	4	5	20
Phosphorus	A	4	3	12
Biosolids	A	4	5	20
Staffing/PM	A	4	1	4
OpCert	A	4	1	4
Financial	A	4	1	4
Collection	A	4	3	12
<b>TOTALS</b>			<b>37</b>	<b>148</b>
<b>GRADE POINT AVERAGE (GPA)</b>			<b>= 4.00</b>	

## Notes:

**A = Voluntary Range (Response Optional)****B = Voluntary Range (Response Optional)****C = Recommendation Range (Response Required)****D = Action Range (Response Required)****F = Action Range (Response Required)**

The Official Internet site for the Wisconsin Department of Natural Resources  
101 S. Webster Street . PO Box 7921 . Madison, Wisconsin 53707-7921 . 608.266.2621





## MEMO

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**TO:** Human Resources Committee  
Municipal Services Committee

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

**DATE:** June 1, 2018

**SUBJECT:** Request to Over Hire – DPW Managerial Accounting Coordinator.

---

The current DPW Managerial Accounting Coordinator will be retiring on September 6, 2018. The position is critical in the Department of Public Work's table of organization. The incumbent has 25+ years of experience of which the last eight have been spent in the current position.

The position responsibilities include financial reporting, internal accounting, management information, inventory and purchasing systems and billing functions for the Department of Public Works. The work involves preparation of the departmental budget, developing and implementing administrative controls and preparing cost of service analyses. Additional job functions include monitoring and approving invoices, purchase orders, contractor payments and authorizations.

In order for a successful transition of the position's successor, I feel the City would benefit from having the incumbent transfer her significant knowledge over a one month over hire period. The financial impact for this proposal is approximately \$7,000. The proposed funding to cover this cost will be to utilize vacant salary dollars. Therefore, no budget adjustment is being requested.





“Excellence in Police Service”

## POLICE DEPARTMENT

222 South Walnut Street • Appleton, WI 54911-5899  
(920) 832-5500

Date: June 6, 2018

To: Alderperson Konetzke and Members of the Human Resources/Information Technology

Re: Request for Table of Organization change – remove Crossing Guards from the Police Department table of organization upon contracting with All City Management Services to manage the City of Appleton Crossing Guard

In early 2017 we began discussions with the Appleton Area School District to review our School Resource Officer and Crossing Guard agreement and programs. The goal was to create a shared services agreement that covered both programs and ensured their sustainability and growth. We have had lengthy discussions on funding and staffing of these programs and how we could most efficiently provide the services. We are both committed to these programs and continue to have a great partnership; clearly we have a shared vision and philosophy. The agreement we reached increases the reimbursement from the school district for the School Resource Officer program by approximately **\$157,000 per year**, provides sustainability of both programs, and creates an opportunity to improve overall police services in the City of Appleton.

This process included a review of the management of the crossing guard program and consideration of other options available to us to address inefficiencies. Additionally, we needed to create an MOU that included crossing guards because we have not had one in place to protect the city. As part of this agreement we have, for the first time, received a formal commitment from the school district to fund 50% of the cost of the crossing guard program.

### Crossing Guard Management

A major challenge in the program is the administration has fallen completely on the police department. This is costly and an inefficient use of resources. While the financial cost of the program is around \$175,000 a year, the actual cost of staffing and managing the program is significantly higher. We have attempted to estimate the costs of the administration and emergency staffing of this program, but it is difficult because of the inability to track time actually spent. We know our Support Services Lieutenant and Lead CSO spend hours daily managing the program. This service is provided at \$25.00 - \$45.00 an hour. We also know CSO's and Officers regularly are taken out of service to cover crossing guard duties, at a cost of \$14.00 - \$35.00 an hour.

We can only estimate these administrative and staffing needs cost our department an additional \$40,000 to \$50,000 a year of time and resources. Time spent doing these duties, both administrative and operational, takes employees away from other critical duties. Traffic enforcement around our schools is a priority for our day shift officers and is frequently a team goal. When officers are doing crossing guard duties they can't be working school zone traffic enforcement. Traffic complaints were also the one of the top issues identified in our recent community survey.



“Excellence in Police Service”

## POLICE DEPARTMENT

222 South Walnut Street • Appleton, WI 54911-5899  
(920) 832-5500

Human Resources has estimated their cost of recruitment and hiring crossing guards at several thousand dollars a year, depending on the number of hiring processes, and that is not counting the potential workers compensation issues. Time they spend in recruitment and hiring would be better spent working on a multitude of other issues and helping all departments stay fully staffed.

The council is aware of the additional demands the department has had placed on it in the last decade. We have done more with less, and continue to look for ways to creatively use our staff and resources to provide excellent police services. We have the same staff but now are challenged with dealing with the mental health crisis, school violence issues, opioid and a growing methamphetamine epidemic, homelessness and transient issues, immigration and racial justice issues, etc...

Our staffing plan and philosophy is a perpetual process of evaluation of needs and looking at a multitude of things before we request additional staffing. One of the cornerstones of the staffing plan is to look at alternate delivery systems that are more efficient so we can free staff to do more “police focused” duties. The contracting of services is something that both the school district and the city already do, and something that is growing in popularity in the area of crossing guard services.

A team of employees from Human Resources, Finance, Legal Services, and the Police Department created and put out a request for proposals (RFP) to contract out the administration of the crossing guard program. We received a response from the largest provider of crossing guard services in the country, All City Management Services (ACMS). An evaluation team reviewed and scored their proposal, checked references, and reviewed the language of the proposal. We are recommending contracting with ACMS to manage the crossing guard program, on a trial basis.

We have met with the current crossing guards and explained the reasoning behind the contract. We would still be involved in hosting training and coordinating with the contracted company on coverage, quality of service, and complaint resolution. ACMS has a business model that facilitates the transfer of current crossing guards to their employment, at the same or higher wage, and provides leadership opportunities for some of the current guards. We have reviewed their practices and are impressed with their service model. There are areas where we see some improvements over what we currently do, as would be expected with a company that specializes in a service.

I have attached some documentation from their proposal for your review. The timeline would be to have approval by the July 30<sup>th</sup> council meeting so that the transition can happen before this school year. The cost for year one is \$251,674; to cover our 50% portion for this year we would need an additional \$15,800. We have salary savings due to the unpaid unexpected military leave of one of our investigators. His leave will save us approximately \$58,800 in salary and benefits this year.

**I’m requesting approval to remove the Crossing Guards from the police departments table of organization if All City Management Services is contracted to manage the City of Appleton Crossing Guard program.**

Please contact me if you have any questions. Thank you for your consideration.

Chief Todd Thomas

**City of Appleton Crossing Guard Program  
(Estimated) Implementation Schedule / Major Milestones**

Contractor Notification	July 9, 2018
Contract and Insurance complete (Final Terms agreed to)	Jul. 16
City Council Approval	Jul. 30
City of Appleton/ACMS Planning Meeting (City Representatives, ACMS Team)	Jul. 31
Site Inspections complete	Jul. 30 – Aug. 6
ACMS confirms contact data for current guards	Jul. 30 – Aug. 6
Welcome Letters/ phone calls to existing guards (returning personnel determined)	Jul. 16 – Aug. 6
Sourcing and Recruiting efforts begun for Supervisors, Guards and Substitutes (Unofficial sourcing begins July 9, 2018)	Jul. 30
ACMS Transition Meetings with existing crossing guards, substitutes and new hires (Hiring completed Assignments / schedules confirmed Equipment delivered to guards)	Aug. 16
Additional Training needs delivered	Aug. 17 - 23
Guards re-contacted for assignment readiness	Aug. 27 - 31
City designees identified and Monthly Status Meetings agreed to	Aug. 9 - 23
Guards on site / Area Supervisors in field	Sept. 5
60 Day Review City of Appleton/ ACMS Team (next Review Meeting scheduled)	Nov. 5

## Qualifications and Experience

**All City Management Services, Inc. (ACMS)** Serving over 250 cities, counties and school districts, we have successfully operated and managed both large and small Crossing Guard programs. ACMS currently employs over 5,000 Crossing Guards who are supported by over 150 locally assigned Area Supervisors.

While the size of our Company reflects our broad based knowledge and success in the industry, we understand that each agency, school district and community we serve comes with their own set of specific requirements and challenges. We are the only company that can legitimately claim extensive experience taking public service for Crossing Guards to a privately operated program.

Our understanding of the unique challenges presented by a crossing program; guard scheduling, geography, school locations and demographics, make us well qualified to meet the unique demands of your program. Our management team will meet with the City of Appleton personnel regularly to address needs and ensure all requirements are met.

Understanding that unexpected absences and tardiness can impact the safety of children we are charged with protecting. ACMS ensures that response of our Management Team through our Emergency Dispatch Hotline (available to employees 24/7); providing assurance that we will have adequate advance notice of potential absences (both planned and unplanned) to respond effectively.

Our ability to operate and manage the City of Appleton Crossing Guard program is supported by our success with the Sun Prairie program in Wisconsin and programs in neighboring states. Some of these programs include: Des Moines, IA; Bloomington, IL; Munster, IN; Cleveland Heights, OH, Grand Rapids, MI; Lansing, MI and Wyoming, MI.

Our many other clients include: Portland, ME; Wallingford, CT; Danbury, CT; Depew, NY; Clay, NY; Gloversville, NY; Rye, NY; Freeport, NY; Ridgewood, NJ; Pottstown, PA; York, PA; Easton, PA; Elizabethtown, PA; Swatara Township, PA; Cleveland Heights, OH; Palm Beach Sheriff's, FL; Key Biscayne, FL; Kissimmee, FL; Olathe, KS; Overland Park, KS; Lenexa, KS; Shawnee, KS, Westwood, KS, Mission, KS; Prairie Village, KS; Corpus Christi, TX; Carrollton, TX; Las Vegas, NV; County of Los Angeles, CA and many others.

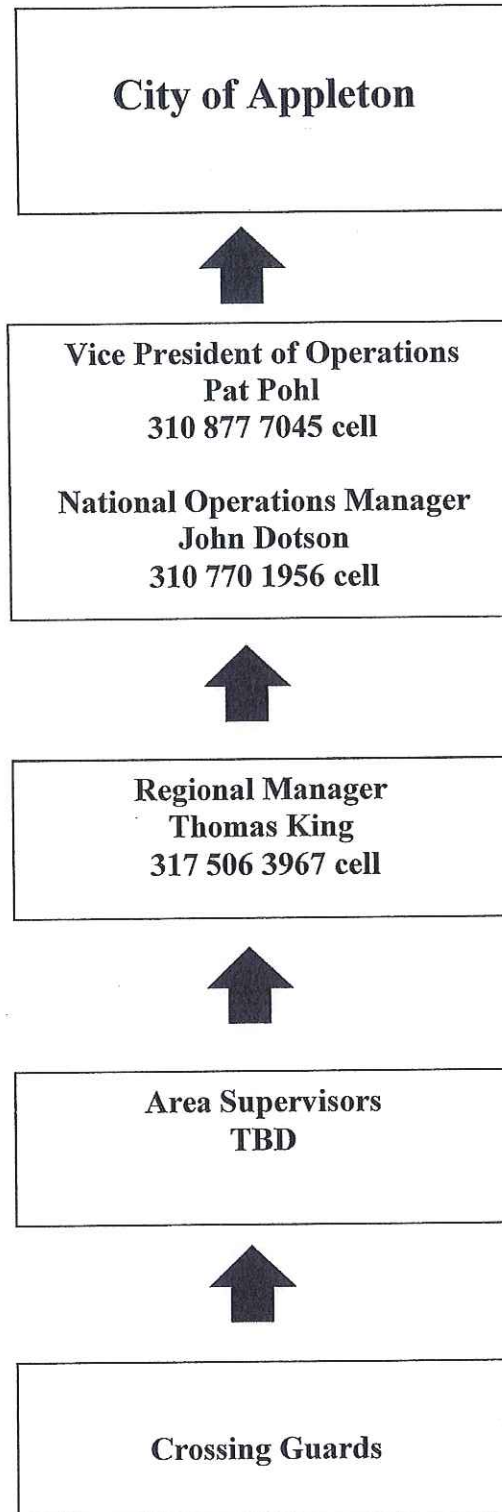
Another defining component that distinguishes ACMS as the industry leader is our focus on providing School Crossing Guard services. We are not a security guard company with a few clients based upon a low cost offering. Our singular area of service; "School Children Safety" enables all of our resources to be devoted to the development and delivery of programs that provide exceptionally high safety standards and client satisfaction.

It should be noted that ACMS has never lost a client agency due to the level of service provided.





## ALL CITY MANAGEMENT SERVICES



## Field Management Personnel

The most significant resources ACMS brings to any Crossing Guard program is the depth and scope of **management** provided by the years of experience brought by our operational management team. The community of Appleton will benefit from a team concept which consists of Area Supervisors, Regional Manager, National Operations Manager and our Vice President of Operations. Each Member of our management team is available 24 hours a day via cellular telephone. The following is a brief synopsis of the respective duties of each.

**Area Supervisors (TBD):** ACMS plans to deploy two (2) Area Supervisors for the City of Appleton program. They will handle all aspects of the daily supervision of the program of twenty seven (27) Crossing Guards and alternate pool. With support from the Regional Manager they will typically recruit, hire, train and provide personnel management for all the sites they oversee and will interface with school staff as needed. In addition to communicating with the City and School staff, they are responsible for ensuring each employee receives the proper number of Site Performance Evaluations and completed the Certification mandates. They will be available by telephone on all occasions for discussion with City staff and will be locally available for meetings in person upon 24-hour written or telephonic notice. Area Supervisors report directly to the Regional Manager.

**Regional Manager (Thomas King):** Thomas will serve as **Project Manager** and directly manage your Area Supervisors and provide training and support. He will also interface with the City of Appleton representative and School staff as needed. He will assist in the hiring of the Area Supervisors and Crossing Guards as well as the development and implementation of training programs and certification standards. Thomas has considerable experience as a Project Manager including programs in Wisconsin, Michigan, Indiana, Illinois and Ohio. He will ensure compliance with Company standards and City of Appleton expectations. Thomas King reports directly to National Operations Manager.

**National Operations Manager (John Dotson):** John has over 12 years in the industry providing field management and support for ACMS. He is responsible for the development and implementation of operational standards, training programs, safety instruction and compliance with all legal requirements and restrictions. Works Directly with Regional Manager to ensure all program standards are being met. John has extensive experience implementing and managing comparable and larger programs. He is responsible for initial training and orientation for all new client programs. John reports directly to Vice President of Operations.

**Vice President of Operations (Pat Pohl):** Pat has over 24 years of experience in this industry. Works with the General Manager on the development of training programs and implementation of safety standards. Coordinates the flow of information between operations and administrative staff. Reports directly to General Manager.

# SCHOOL RESOURCE OFFICER AND CROSSING GUARD PROGRAMS

“EXCELLENCE IN POLICE SERVICE” TO OUR COMMUNITY



Compassion

Integrity

Courage





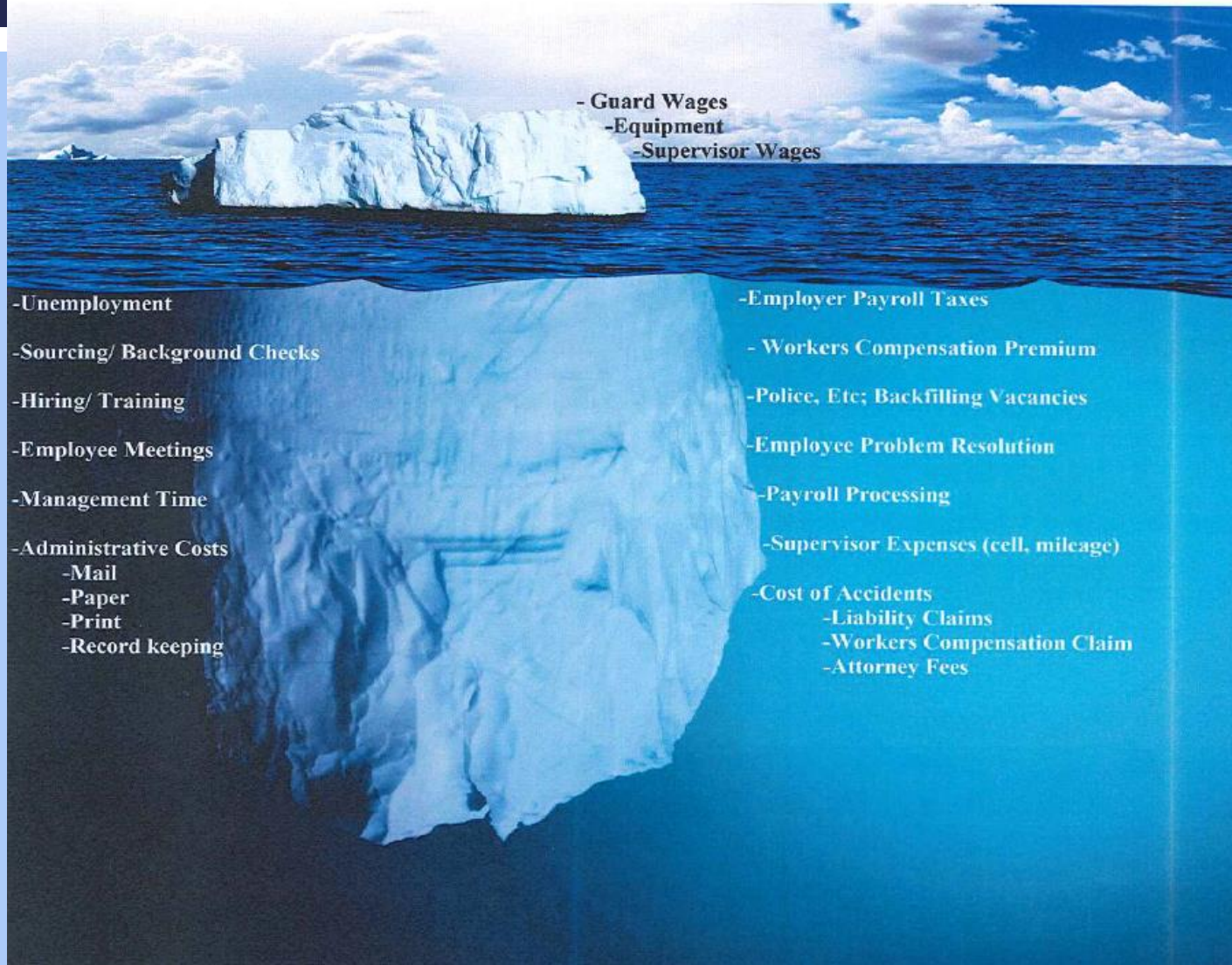
# CHALLENGES - ISSUES

***Committed to the Crossing Guard and SRO programs.***

## **Crossing Guard Program**

1. CG Program salary/benefits cost between \$175,000 - \$180,000, but the administrative costs of the program are entirely on the PD.
2. Our administrative costs are impossible to track but are easily over \$40,000 a year.
3. Staffing and managing program falls under Operations Unit, the same unit responsible for special events.
4. Special Events have been growing significantly in number and scope, and will continue to grow as the downtown develops and expands.
5. Staffing program is increasingly difficult, taxing our staff and Human Resources.
6. No contract in place regarding crossing guards; nothing committing the SD to continuing with its contribution for crossing guard program.

# Total Crossing Guard Program Costs



# CHALLENGES - ISSUES

## **SRO Program**

1. SRO program salary and fringes are over \$1.3m, contribution from AADS had been around 27% based on our old agreement.
2. 12 SRO's assigned, over 10% of our sworn staff, highest per student in the state.
3. Review and comparison to other programs across the state indicated the contribution from AASD was significantly low.
4. Staffing demands – the only specialty positions we can possibly pull from to staff patrol is the SRO program.
5. We don't receive any contribution for Lt. Frisch position, vehicles, equipment, computers, or training; 100% on PD.
6. Demands for training of SRO's continues to grow, additional demands of school safety and using SRO's as trainers also continue to grow.
7. Conclusion – program was not sustainable under this model.

# PROGRAM HISTORY

## **Demands on PD increased**

1. Do “more with less” and “just one more thing.”
2. Calls for Service increasing steadily and the complexity of calls and investigations are taking more time.
3. The mental health challenges and impact of drugs continue to grow and demand resources.
4. Staffing of crossing guard positions for sick calls/shortages pulls officers off the street.
5. Community Survey – drugs, traffic issues, reckless driving, speeding in school zones were major issues that community wants us to focus on.
6. Crossing Guard service is being provided at the cost of our highest paid officers, when our staffing is smallest (arrival) or busiest (dismissal).

**The current model was not efficient or sustainable; administration of the program is inefficient and costly. Highly paid sworn supervisors, employees, and police officers doing duties, in addition to their primary duties, which would be better done by a civilian specialist.**

# TIMELINE

## End of 2017/2018 School year current agreement expired

Early 2017 - discussions with AASD.

- We completed an analysis of other SRO agreements and comparable sized agencies and school districts.
- We approached AASD to look at the possibility of taking over administration of the CG program. They were unable to take it over, but were agreeable to pursuing contracting the service out.
- Continued discussions led to a verbal agreement on increasing the reimbursement from AASD for SROs to 40%, and a commitment from them to pay 50% cost of contracted crossing guard program.
- I spoke with WI Police Executive Group of similar sized departments. A couple had already contracted out, and some had turned over administration to their school district. Their reasons for doing it were the same issues and concerns we have.

# TIMELINE

## End of 2017/2018 School year current agreement expired

### April 20, 2018, Meeting with current Crossing Guards

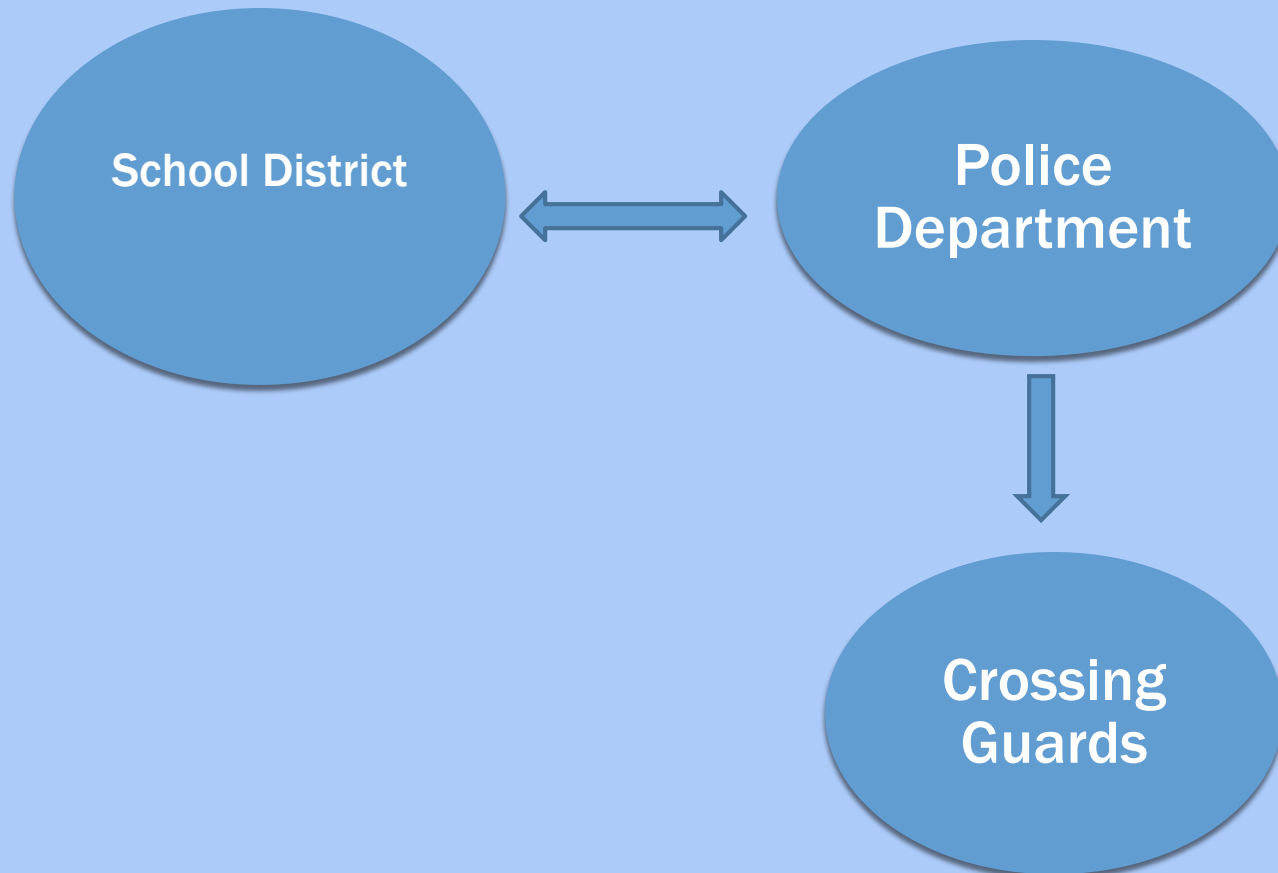
- Notified them our number one priority was to keep all crossing guards.
- Goal is that the students/parents would not notice a difference.
- We explained reasons behind it and that tht we would will still be actively involved and have a department liaison for the provider.
- Very few questions or concerns brought forward.

### Early 2018 - Work group (PD/HR/Law/Finance) develop an RFP.

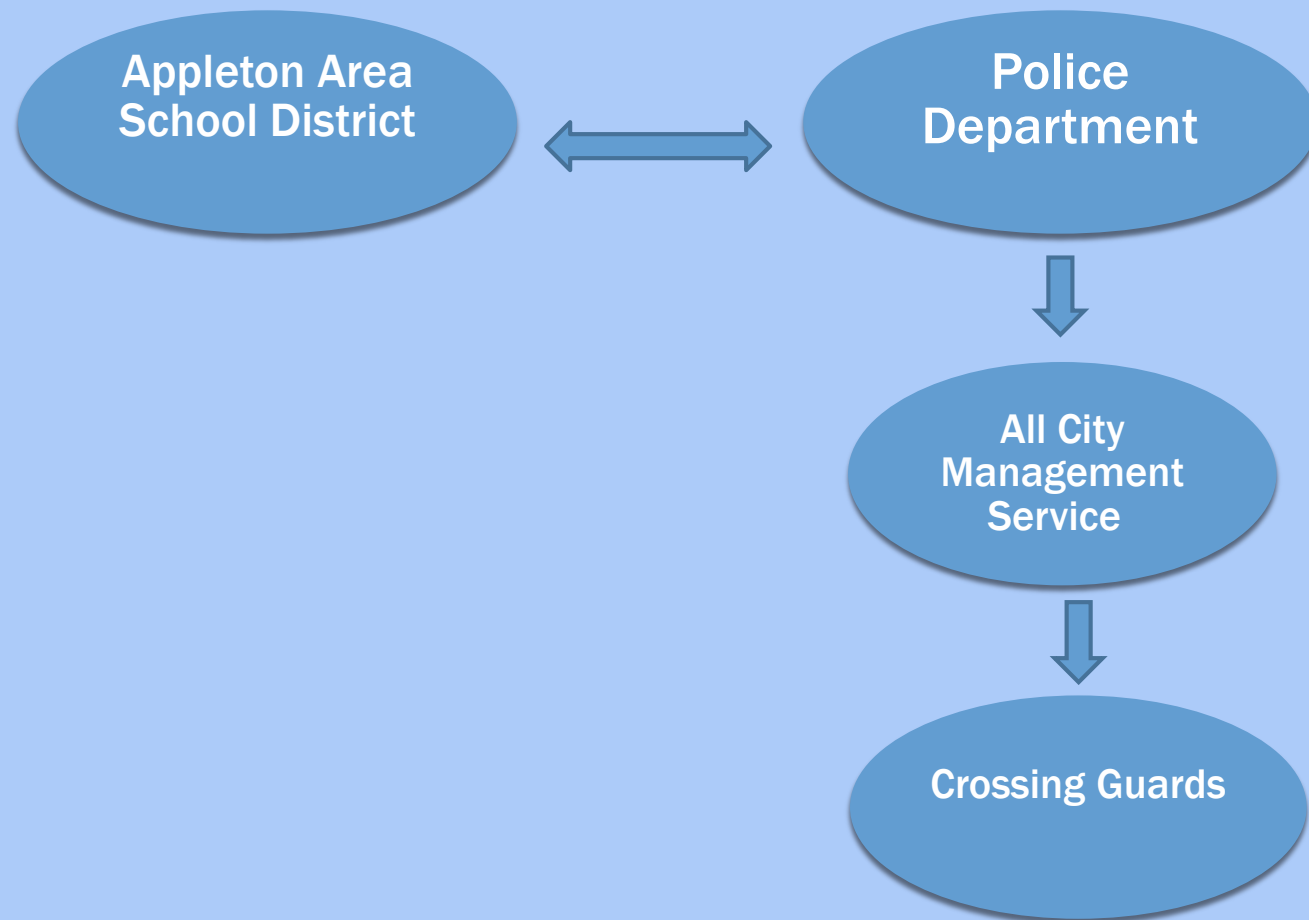
- Proposal returned from nations leading provider reviewed.
- Work group and Police recommend approval of a three year agreement, with option for two year extension with approval of both parties.
- Terms include a termination option – we can terminate the contract with written 30 day notice if provider not fulfilling obligations.



# CROSSING GUARD PROGRAM - CURRENT



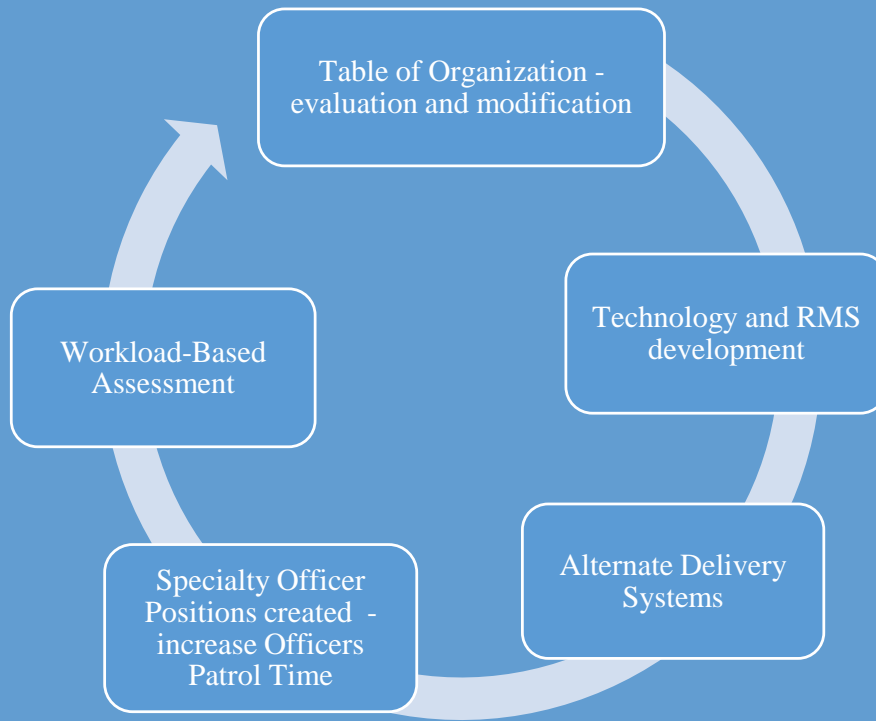
# CROSSING GUARD PROGRAM – PROPOSED CONTRACTED ADMINISTRATOR



*The responsible staffing of a public safety agency is an ongoing process of evaluating service and needs, adjusting to changing needs and requirements, developing alternatives to respond to those needs and only when necessary adding staffing to those areas to address the needs.*

### **STAFFING PLANNING**

**A continuous cycle of evaluating and responding**



**Compassion**

**Integrity**

**Courage**



### Financial impact - SRO

- \$157,000 increased revenue from AASD

### Financial impact – contracting Crossing Guards

- Costs increase approximately \$70,000
- Split 50/50 with the AASD.
- PD - additional expense of approximately \$35,000 per year.

### Benefits

- ✓ Cost savings and reduced liability.
- ✓ Indemnification clauses added for SRO program.
- ✓ Specialists managing the CG program - potential improvements.
- ✓ Recruitment, backgrounds, hiring, and training time eliminated.
- ✓ Administration and supervision time and costs eliminated.
- ✓ If we have to fill open positions they will be billed to ACMS at actual police officer wage.
- ✓ Supervisor, Officers and CSO's freed up to do their primary duties.
- ✓ Opportunity to review Operations TO – potential of additional cost savings by restructuring the duties (additional \$20K).

Compassion

Integrity

Courage





Date: June 7, 2018

To: Common Council  
City of Appleton

Fox Cities Transit Commission

From: Ron McDonald, General Manager *RM*

Re: Request to Purchase Transit Buses

Valley Transit is hereby requesting authorization to purchase one (1) 40' and two (2) 35' New Flyer Xcelsior transit buses not to exceed \$1,425,000.00 inclusive of miscellaneous tools and parts.

The Federal Transit Administration will invest 80% (\$1,140,000) and local investment will be used for the remaining 20% (\$285,000).

The new buses will replace existing outdated Orion transit buses. The Federal Transit Administration requires heavy duty transit buses to be operated a minimum of 12 years or 500,000 miles. The Valley Transit buses scheduled for replacement have more than doubled the minimum requirements set forth by the Federal Transit Administration.

It is the desire of Valley Transit to issue a purchase order to New Flyer through a Piggyback Procurement previously solicited by Connect Transit in Normal, IL. Please see the following Assignment of an Option to Purchase Agreement. In addition, please find an excerpt from the Federal Transit Administration Best Practices Procurement Manual regarding piggyback procurements.

**RECOMMENDATION:**

**Authorize Valley Transit to enter into a contract with New Flyer to purchase one (1) 40' and two (2) 35' New Flyer Xcelsior transit buses not to exceed \$1,425,000.00 inclusive of miscellaneous tools and parts with a budget adjustment utilizing \$1,140,000 federal grant funding and \$285,000 restricted cash.**







Request for Proposal  
May 16, 2014  
RFP# 14-02

### Assignment of an Option to Purchase Agreement

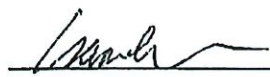
Connect Translt, "Assignor", hereby assigns to the City of Appleton -Valley Transit its options to purchase from New Flyer, "Seller", ten (10) ("Options Vehicles") at a price and under the terms and conditions contained in the Sellers written cost proposal dated December 5, 2014; Assignor's RFP# 14-02 dated May 16, 2014; and Assignor's Agreement dated May 14, 2015 ("Contract").

Such option commenced on May 14, 2015, and may be exercised at any time on or before May 14, 2020.

With respect to the Option Vehicles assigned hereunder and this Assignment, Assignee agrees to perform all covenants, conditions and obligations required of Assignor under said Contract and agrees to defend, indemnify and hold Assignor harmless from liability or obligation under said Contract. Assignee further agrees to hold Assignor harmless from any deficiency or Defect in the legality or enforcement of the terms of said Contract or option to purchase thereunder. Assignee agrees and understands that Assignor is not acting as a broker or agent in this transaction and is not representing Seller or Assignee, but rather is acting as a principle in assigning its interest in the above-referenced option to purchase the Option Vehicles under the Contract of Assignee.


Assignee hereby unconditionally releases and covenants not to sue Assignor upon any claims, liabilities, damages, obligation or judgments whatsoever, in law or in equity, whether known or unknown, or claimed, which they or either of them have or claim to have or which they or either of them may have or claim to have in the future against Assignor, with respect to the Option Vehicles or any rights whatsoever assigned hereunder.

Dated this 01 day of June, 2018.

  
\_\_\_\_\_  
Assignor  
(Connect Translt)

  
\_\_\_\_\_  
Assignee  
(City of Appleton-Valley Transit)

I hereby accept and approve the terms of this agreement and agree to hold Assignor harmless from any further liability of obligation under our agreement.

  
\_\_\_\_\_  
Seller  
(New Flyer)





### 6.3.3 Joint Procurements of Rolling Stock and "Piggybacking"

#### Requirement

FTA Circular 4220.1E applies to all third party contract actions undertaken by grantees with Federal funds, including actions taken pursuant to the contracts of other entities, such as (1) the exercise of options which have been assigned to the grantee by another entity which awarded the contract initially, (2) the assignment of contracts themselves to a grantee by another entity (under which the grantee will spend Federal funds), and (3) joint procurements with other entities (under which the grantee will spend Federal funds).

Of particular significance are the following provisions of FTA Circular 4220.1E:

*7.e. Intergovernmental Procurement Agreements.*

Grantees are encouraged to utilize available state and local intergovernmental agreements for procurement or use of common goods and services. When obtaining goods or services in this manner, grantees must ensure all federal requirements, required clauses, and certifications (including Buy America) are properly followed and included, whether in the master intergovernmental contract or in the grantee's purchase document. [16](#)

Grantees are also encouraged to jointly procure goods and services with other grantees. When obtaining goods or services in this manner, grantees must ensure all federal requirements, required clauses, and certifications are properly followed and included in the resulting joint solicitation and contract documents. [17](#)

Grantees may assign contractual rights to purchase goods and services to other grantees if the original contract contains appropriate assignability provisions. Grantees who obtain these contractual rights (commonly known as "piggybacking") may exercise them after first determining the contract price remains fair and reasonable. [18](#)

*8.a. Full and Open Competition.* All procurement transactions will be conducted in a manner providing full and open competition.

*9.i.(1) Evaluation of Options.* The option quantities or periods contained in the contractor's bid or offer must be evaluated in order to determine contract award. When options have not been evaluated as part of the award, the exercise of such options will be considered a sole source procurement.

#### Discussion

Recently, there has been a growing trend amongst transit systems to become creative in the acquisition of rolling stock. The most constructive of these techniques involve advance planning and joint procurement by several systems. FTA encourages this technique. In these joint procurements, the needs of the various transit systems are defined in the solicitation and the manufacturers are asked to bid upon the total known needs of the agencies involved. In other situations, transit agencies will identify an existing contract of another agency and "piggyback" that contract by means of an assignment of contract rights such as an assignment of options....



Date: June 7, 2018

To: City of Appleton Common Council  
Fox Cities Transit Commission

From: Ron McDonald 

**Award Recommendation to Replace Intelligent Transportation System (ITS)**

**BACKGROUND**

Valley Transit purchased and installed its first ITS system in 2011 from a vendor called Trapeze. The system included hardware onboard each vehicle: a processing unit (on-board server); driver display/keypad; GPS & cellular antennas; modem; next bus stop interior signs; and interface cabling to the farebox and headsign. To manage the system and operational parameters, Trapeze installed software on a server at City Hall. Trapeze's web-based program, called ITS, was included for staff to monitor operations, run reports and make minor system adjustments.

The main benefits of the system were to provide access to more data for the benefit riders and Valley Transit staff. This data included vehicle location, next bus arrival texts for riders, onboard announcements, and various types of operation data.

From the outset, the Trapeze system did not function properly. There have been significant issues on the hardware and software side. The system is very complex to manage and designed for large urban transit systems. It requires full-time monitoring by an in-house expert and continual follow-up with the vendor. The current system is now over 7 years old and requires replacement. After considering these factors and reviewing other products available in the market, Valley Transit determined the best course was to procure a new system.

In preparation for this procurement, Valley Transit staff began formulating a request for proposal (RFP) to solicit contractors to provide a new ITS system. As part of this process staff reviewed similar RFP documents used by other transit systems that recently purchase an ITS system. In the scope of work, staff took into consideration lessons learned from the previous ITS system. This included selecting a contractor that would provide a solution that was easy for staff to maintain and included the following features: cloud-based server; tablet-based onboard hardware; a smartphone bus tracking app; increased install and acceptance terms; and proven success at similar sized transit systems. All of these issues were incorporated into the RFP document for consideration and review during the evaluation process.

The RFP document was sent directly to vendors who were known ITS system suppliers; posted on the State of Wisconsin's VendorNet system; and advertised online with the *Post-Crescent*





and *Passenger Transport* (transit publication). Proposals were due on May 9, 2018. Seven proposals were received and all met the mandatory requirements in response to the RFP.

## **ANALYSIS**

An evaluation team was assembled to review the proposals. The team included Valley Transit staff, an IT department rep and a planning/GIS rep. Each proposal was evaluated based on the proposed ITS solution, experience, technical support & price. The evaluation team agreed that two of the seven vendors were in a competitive range and able to move forward with the evaluation. The two remaining vendors were invited to a demonstration and interview on May 25, 2018. After considering the initial evaluation and interview, the evaluation team unanimously concluded that DoubleMap (Indianapolis, IN) had proposed the best solution for Valley Transit. Additionally, DoubleMap's was the best value with the lowest cost proposal.

DoubleMap's solution includes the following hardware: a rugged tablet; interface cabling; automatic passenger counters (APC) and cellular/GPS antennas. The server is cloud-based.

A summary of the tools & features of the new system includes: mobile bus tracking app; bus tracking public website; automatic voice announcement system; automatic passenger counting system; GTFS feed generation (data needed for Google Transit); pre-trip/post-trip e-forms; administrative software; and access to data in established reports or raw format.

## **FISCAL IMPACT**

The project will have a total year-one fiscal impact of \$315,901.01. The project includes an additional support agreement for years 2-5 with an annual fee of \$34,034.68.

The operating costs will be supported within Valley Transit's operating budget. The current annual support amount provided to Trapeze and Sprint is \$59,836. The agreement with DoubleMap results in an annual operating cost savings of \$25,801.32.

Valley Transit has secured federal grants to support 80% of the capital costs and the remaining 20% will be covered by the restricted cash account.

## **RECOMMENDATION**

**Authorize Valley Transit to enter into a contract with Double Map to purchase an ITS System not to exceed \$315,901 utilizing \$252,720 federal grant funding and \$63,181 restricted cash.**

## Resolution #4-R-18 Chicken Ordinance

Submitted by: Vered Meltzer, District 2

Date: May 2, 2018

Referred to: Board of Health

WHEREAS the City of Appleton passed a resolution a year ago allowing the keeping of chickens, and the past year has given us a chance to see that some improvements are called for,

THEREFORE BE IT RESOLVED that the ordinance be updated in the following 4 ways:

1. Reduce the minimum square feet per bird in the coop to 1.5 feet to make it easier for birds to stay warm, and increase the maximum run space from 24 square feet to 100 square feet to provide for healthy exercise.
2. Increase maximum number of birds allowed from 4 to 6.
3. Remove neighbour veto power.
4. Adjust fee schedule to be more in line with surrounding communities.

## ARTICLE XVIII. TATTOO AND BODY PIERCING ESTABLISHMENTS

### Sec. 9-850. Authority and purpose

(a) This chapter is promulgated under the authority of Wis. Stats. §463.16 for the purpose of regulating tattooists, tattoo establishments, body piercers and body piercing establishments in order to protect public health and safety.

(b) *State sanitation regulations adopted.* All tattoo and body piercing establishments, practitioners, and licenses under this division shall be subject to and comply with the provisions of Wis. Admin. Code, Secs. SPS §221, which are hereby adopted by reference and incorporated as part of this division.  
(Ord 90-16, §1, 11-8-16)

### Sec. 9-851. Definitions.

*Agent* means a local health department serving a population greater than five thousand (5,000) which is designated by the Wisconsin Department of Safety and Professional Services under a written agreement authorized by Wis. Stat. §252.245(1), to issue licenses to and make investigations or inspections of tattooists, tattoo establishments, body piercers and body piercing establishments.  
(Ord 91-16, §1, 11-8-16)

*Antiseptic* means a chemical that kills or inhibits the growth of organisms on skin or living tissue.

*Approved* means acceptable to the department based on its determination of conformance to this chapter and good public health practices.

*Autoclave* means an apparatus that is registered and listed with the Federal Food and Drug Administration for sterilizing articles by using superheated steam under pressure.

*Body pierce*, as a verb, means to perforate any human body part or tissue, except an ear, and to place a foreign object in the perforation to prevent the perforation from closing.

*Body piercer* means a person who performs body piercing on another person at that person's request.

*Body piercing* means perforating any human body part or tissue, except an ear, and placing a foreign object in the perforation to prevent the perforation from closing.

*Body piercing establishment* means the permanent premises where a body piercer performs body piercing and is in business for more than seven (7) consecutive days in a license year.

~~*Branding* means the burning of skin with a hot tool, cauterizing laser or dry ice so that a mark is imbedded in the deep tissue.~~

*Cleaning* means the removal of foreign material from objects, normally accomplished with detergent, water and mechanical action.

*Department* means the Wisconsin Department of ~~Health and Family~~Safety and Professional Services.

*Disinfectant* means a chemical that is capable of destroying disease-causing organisms on inanimate objects, with the exception of bacterial spores.

*Health Officer* means and includes the Health Officer or authorized agent of the Health Officer.

*Hot water* means water at a temperature of 110°F, or higher.

~~*Implantation* means the insertion of an object under the skin, so that it remains under the skin, in whole or in part,~~

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~~after the procedure. This definition shall not apply to the post used in body piercing to keep the perforation from closing.~~

**Local health department** means an agency of local government that takes any of the forms specified in Wis. Stats. §250.01(4), specifically the City of Appleton Health Department.

**Operator** means the owner or person responsible to the owner for the operation of a tattoo or body-piercing establishment.

**Patron** means a person receiving a tattoo or body piercing.

**Practitioner** means a tattooist or body piercer.

**Premises** means a building, structure, area or location where tattooing or body piercing is performed.

~~**Scarification** means the cutting of the skin so that when it heals, scar tissue remains.~~

**Sharps waste** means waste that consists of medical equipment or clinical laboratory articles that may cause punctures or cuts, such as hypodermic needles, syringes with attached needles and lancets, whether contaminated, unused or disinfected.

**Single use** means a product or item that is disposed of after one use, such as a razor, a needle, a cotton swab, a tissue or paper product, a paper of soft plastic cup, or gauze or other sanitary covering.

**Sterilization** means the killing of all organisms and spores through use of an autoclave operated at a minimum of 250°F (121°C) at a pressure of at least fifteen (15) pounds per square inch for not less than thirty (30) minutes or through use of an autoclave approved by the department that is operated at different temperature and pressure levels but is equally effective in killing all organisms and spores.

**Tattoo**, as a verb, means to insert pigment under the surface of the skin of a person, by pricking with a needle or otherwise, so as to produce an indelible mark or figure through the skin.

**Tattoo establishment** means the permanent premises where a tattooist applies a tattoo to another person and is in business for more than seven (7) consecutive days in a license year.

**Tattooist** means a person who tattoos another person at that person's request.

**Tempered water** means water ranging in temperature from 85°F to less than 110°F.

**Temporary establishment** means a single building, structure, area or location where a tattooist or body piercer performs tattooing or body piercing for a maximum of seven (7) days per license year.

#### **Sec. 9-852. Scope.**

(a) **Applicability.** This chapter applies to all tattooists, body piercers, tattoo establishments and body piercing establishments.

(b) **Approved comparable compliance.** When it appears to the Department that strict adherence to a provision of this chapter is impractical for a particular tattooist, tattoo establishment, body piercer or body piercing establishment, the Department may approve a modification in that requirement for that person or establishment if the Department is provided with satisfactory proof that the grant of a variance will not jeopardize the public's health, safety or welfare.

#### **Sec. 9-853. Right of entry.**

The Health Officer may enter any establishment required to be licensed in this article at all reasonable times to inspect the premises, view the practice (with patron's permission), secure samples or specimens, examine and copy



documents, obtain photographs or take any other action deemed necessary to properly enforce the provisions of applicable laws regulating such business or activity.

**Sec. 9-854. Responsibility of the operator.**

(a) Every act or omission by an employee or practitioner constituting a violation of the provisions of this ordinance shall be deemed the act or omission of the operator if such act or omission occurs either with the authorization, knowledge or approval of the operator, or as a result of the operator's negligent failure to supervise the employee's conduct, the operator shall be liable for such act or omission in the same manner as if the operator committed the act or caused the omission.

(b) Any act or omission of any employee constituting a violation of the provisions of this ordinance shall be deemed an act or omission of the operator for purposes of determining whether the license shall be suspended, revoked, or not renewed.

**Sec. 9-855. Correction of violations, citations.**

Whenever the Health Officer finds that any establishment, tattooist or body piercer required to obtain a license in this article is not operating or equipped in any manner required by ordinances or laws regulating such establishment or activity, the Health Officer may notify, in writing, the person operating the premises, or performing the activity, specifying the requirements of such ordinance or law, and requiring that such business or practitioner comply with the provisions of such ordinance or law, and specify the time limits within which compliance shall take place. If the time limit or any extension thereof set forth in the notification is not met, the license may be suspended or revoked by the Health Officer. The Health Officer may also issue citations for any such violations pursuant to the provisions of Appleton Municipal Code Sec. 1-17(c).

**Secs. 9-856 — 9-859. Reserved.**

## **DIVISION 2. LICENSES**

### **Sec. 9-860. Generally.**

(a) Any person, partnership, or corporation desiring to secure a tattoo establishment, body-piercing establishment, combination tattoo/body piercing establishment, tattooist and/or body piercer license shall make application to the local health department.

(b) The application shall be on a form provided by the local health department and shall include, at a minimum, the following information:

- (1) The name(s) (including aliases), addresses, dates of birth and driver's license number, of the applicant, any partner or limited partner in a partnership application, any shareholder holding more than ten percent (10%) of the stock of a corporate applicant and each corporate officer and director.
- (2) Written proof that each person required to be identified under this section is at least eighteen (18) years of age.
- (3) The address of the establishment to be licensed.
- (4) Whether the applicant or any person required to be identified is currently operating or has previously operated, in this or any other municipality or state, under a tattoo or body piercing establishment license, whether the applicant or person required to be named in this section has ever had such a license or permit suspended or revoked, or has been convicted of a violation of state or local laws governing the practice of tattoo or body piercing, the reason therefore, and the business entity or trade name under which the applicant operated that was subject to the suspension, revocation or conviction.

(c) Failure or refusal of the applicant to completely and truthfully provide responses to the application questions, to give any information relevant to the investigation of the application, or refusal to appear at any reasonable time and place for examination regarding said application shall constitute an admission by the applicant that the applicant is ineligible for such license and shall be grounds for denial thereof.

(d) Application for a license required in this article shall be made to the local health department upon a form furnished by the local health department and shall contain such information that the local health department may prescribe and require and shall be accompanied by payment of the application fee.

(e) Within thirty (30) days after receiving a completed application for a license, the local health department or its agent shall either approve the application and issue a license or deny the application. If an application for a license is denied, the local health department shall give the applicant reasons, in writing, for the denial and provide information about how the applicant may appeal that decision.

(f) A license will not be granted under this article to an operator of a new establishment or to a new operator of an existing establishment without a preinspection. A preinspection fee will be assessed for each establishment according to the schedule on file with the local health department.

(g) The operator of a tattoo or body-piercing establishment shall promptly notify the local health department of his or her intention to cease operations and shall supply the local health department with the name and mailing address of any new operator. A license is not transferable. A new operator will submit an application for a new license. No license shall be issued to or used by any person acting as agent for or in the employ of another.

### **Sec. 9-861. Application for establishment license.**

#### **(a) Requirements.**

- (1) No person may operate a tattoo establishment or body piercing establishment or a combined tattoo and body piercing establishment unless he or she has obtained a license for the establishment from the local

health department by application made upon a form furnished by the local health department. All applications submitted to the local health department shall be accompanied by a fee under (eb).

- (2) No person shall engage in the practice of tattooing and/or body piercing except in a permanent licensed tattoo and/or body-piercing establishment.
- (3) Reciprocity within the State of Wisconsin will be recognized upon receipt of proof that the local requirements as set forth in this chapter are met by the applicant.

~~—(b) **Prohibitions.**~~

- ~~(1) No person shall intentionally engage in the practice of implanting, branding or scarification in the City of Appleton, except as set forth herein.~~
- ~~(2) The prohibitions set forth in (b) shall not apply to licensed physicians, or procedures or orders delegated by a licensed physician.~~

~~(eb) **Expiration and renewal of license.**~~

- (1) Except where otherwise provided, every Health Department license shall terminate or expire on June 30<sup>th</sup> of each year and may be renewed annually thereafter.
- (2) The application for renewal shall be filed with the Health Department on or before June 30<sup>th</sup>, together with payment of the required fee. The fee for said license shall be on file with the local health department.
- (3) In addition, the applicant must pay any state administrative fees, the amount of which is on file with the local health department. If the annual renewal fee has not been paid on or before June 30<sup>th</sup>, an additional late payment fee shall be required; the amount of which is also on file with the local health department. Establishments operating on July 15<sup>th</sup> without a proper license shall be ordered closed by the Health Officer. Practitioners operating on July 15<sup>th</sup> without a proper license shall be ordered to cease operations by the Health Officer. Failure to comply will result in the issuance of a uniform citation with current bond as set forth in §1-18, Appleton Municipal Code. Each violation and each day a violation continues or occurs shall constitute a separate offense.

**Sec. 9-862. Application for practitioner license.**

~~—(a) **Requirements.**~~

~~(1) No person may tattoo or body pierce another person, use or assume the title of tattooist or body piercer or designate or represent himself or herself as a body piercer unless the person has obtained a license from the Department of Safety and Professional Services and also completing an application made upon a form furnished by the local health department. An application submitted to the local health department shall conform with the requirements set forth in Sec. 9-880.~~

~~(2) No person shall engage in the practice of tattooing and/or body piercing except in a permanent licensed tattoo and/or body-piercing establishment.~~

~~—(b) Reciprocity within the State of Wisconsin will be recognized upon receipt of proof that the local requirements as set forth in this article are met by the applicant.  
(Ord 92-16, §1, 11-8-16)~~

**Sec. 9-863. Suspension or revocation of license.**

The Health Officer may suspend or revoke any license issued pursuant to this article for violations of ordinances or laws regulating activity and for other good cause.

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**Sec. 9-86~~3~~4. Emergency powers of health officer.**

Whenever the Health Officer has reasonable or probable cause to believe that the premises or method of operation thereof creates a danger to public health, the Health Officer may issue a temporary order prohibiting continued operation of the premises or any part thereof which creates the immediate danger to health. The Health Officer may suspend any license without notice whenever the licensed premises, tattooist, and/or body piercer constitute an immediate health hazard.

**Sec. 9-86~~5~~4. Appeals.**

Any person aggrieved by the denial of a license or by suspension or revocation of a license required under this article by the Health Officer or by any temporary suspension or any other order may appeal any such order to the Board of Health within thirty (30) days of denial, suspension or revocation of a license or issuance of the order. The Board of Health shall provide the appellant a hearing or opportunity for hearing on the matter and may either suspend or continue any such order pending determination of appeal. The Board may affirm, modify or set aside the order of the Health Officer after a hearing on the matter. The Board of Health shall make and keep a record of all proceedings related to any such appeal and the record and actions of the Board of Health shall be subject to review by certiorari by a court of record

**Secs. 9-86~~6~~5 – 9-86~~6~~9. Reserved.**

### **DIVISION 3. LIMITATIONS**

#### **Sec. 9-870. Temporary establishments.**

~~The practice of tattooing and body piercing is limited to permanent tattooing and/or body piercing establishments.~~

#### **Sec. 9-871. Patrons consent.**

~~A tattooist or body piercer may not tattoo or body pierce a patron without first obtaining the signed, informed consent of the person on a form approved by the Department.~~

#### **Sec. 9-872. Minors.**

~~(a) No person under sixteen (16) years of age may be body pierced.~~

~~(b) No person age sixteen (16) or seventeen (17) may be body pierced unless an informed consent form has been signed by his or her parent or legal guardian in the presence of the operator.~~

~~(c) No person under eighteen (18) years of age may be tattooed except by a physician in the course of the physician's professional practice, as permitted under Sec. 948.70(3), Wis. Stats.~~

~~(d) A body piercing establishment shall post a notice in a conspicuous place in the establishment stating that it is illegal to body pierce a person under the age of eighteen (18) without the signed, informed consent of that person's parent or legal guardian.~~

~~(e) A tattoo establishment shall post a sign in a conspicuous place in the establishment stating that no person under the age of eighteen (18) may be tattooed.~~

#### **Sec. 9-873. Barriers to procedure.**

~~A tattooist or body piercer may not tattoo or body pierce any of the following:~~

~~(1) A person who appears to be under the influence of alcohol or a mind-altering drug.~~

~~(2) A person who has evident skin lesions or skin infections in the area of the procedure.~~

#### **Sec. 9-874. Records.**

~~(a) Every tattooist and body piercer shall keep a record of each patron.~~

~~(b) A patron's record shall include the patron's name, address, age and consent form, the name of the practitioner doing the procedure and any adverse effects arising from the procedure.~~

~~(c) A patron's record shall be retained for a minimum of two (2) years following the completion of the procedure.~~

#### **Secs. 9-875 — 9-879. Reserved.**

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## **DIVISION 43. HEALTH AND SANITARY REQUIREMENTS**

### **Sec. 9-8870. Requirements.**

~~—Prior to approval, all practitioners shall provide proof that they are negative for Hepatitis B and C, as demonstrated by documentation of negative results for HbsAG and anti-HCV tests, as confirmed by a practicing physician. The expenses of the testing and examination shall be paid by the practitioner. (Ord 63-09, §1, 5-26-09; Ord 93-16, §1, 11-8-16)~~

### **Sec. 9-881. Restrictions.**

~~—No tattooist or body piercer with an exposed rash, skin lesion or boil may engage in the practice of tattooing or body piercing.~~

### **Sec. 9-882. Hygienic procedure requirements.**

~~—(a) Tattooists and body piercers shall maintain a high degree of personal cleanliness and shall conform to good hygiene practices during procedures.~~

~~—(b) Tattooists and body piercers shall thoroughly wash their hands and the exposed portions of their arms with dispensed soap and tempered water before and after each tattoo or body piercing procedure and more often as necessary to keep them clean.~~

~~—(c) Tattooists and body piercers shall dry their hands and arms with individual single service towels.~~

~~—(d) If interrupted during a procedure, a tattooist or body piercer shall rewash his or her hands and put on new gloves if the interruption required the use of hands.~~

~~—(e) Tattooists shall use single use plastic covers to cover spray bottles or other reusable accessories to minimize the possibility of transmitting body fluids or disease during application of tattoos to successive patrons.~~

~~—(f) Disposable type razors shall be single use only and disposed of in accordance with NR 526. Electric razors are prohibited.~~

~~—(g) Body piercing and tattoo needles shall be disposable, sterile and for single patron use only. Body piercing jewelry shall be cleaned, individually packaged and sterilized prior to use.~~

### **Sec. 9-883. Clothing.**

~~—(a) All tattooists and body piercers shall wear clean, washable outer clothing.~~

~~—(b) When preparing the skin and during a procedure, a tattooist or body piercer shall wear non-absorbent gloves which shall be disposed of after completing the procedure. (Ord 64-09, §1, 5-26-09)~~

### **Sec. 9-884. Physical examinations of practitioners.**

(a) The Health Officer shall have the power to require any practitioner to submit to a practicing physician for a physical examination whenever the practitioner is suspected of having any infectious or contagious disease that may be transmitted by the practice of tattooing or body piercing. The expenses of the physical examination shall be paid by the practitioner.

(b) Any practitioner notified to appear for a physical examination as may be required by the preceding subsection shall immediately cease working as a practitioner of tattoo or body piercing and shall not be allowed to work thereafter as a practitioner of tattoo or body piercing until he or she shall have first received a certificate in writing from a practicing physician that he or she is not inflicted with any infectious or contagious condition or disease that may be

**Commented [AKA1]:** Do we want to rename this section now that it only will contain the physical examinations of practitioners? Perhaps "Health Requirements"?

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transmitted by the practice of tattoo or body piercing.

**Sec. 9-885. Equipment.**

~~—(a) All surfaces, counters and general use equipment in the tattoo or body piercing area shall be cleaned and disinfected before a patron is seated.~~

~~—(b) All inks and pigments shall be obtained from sources generally recognized as safe. Information indicating the sources of all inks and pigments shall be available to the local health department or agent upon request. Sterile single-use or sterile individual containers of pigment or ink shall be used for each patron. No pigment or ink in which needles were dipped may be used on another person. Pigment and ink cups shall be for single patron use. All bulk materials used for the procedure shall be dispensed with single use utensils. The remainder of dispensed portions shall be disposed of after application.~~

~~—(c) Needles, bars and tubes shall be construed in a manner that permits easy cleaning and sterilizing.~~

~~—(d) No tattooist shall use and no tattoo establishment shall permit the use of solder which contains lead to be used to fasten needles.~~

~~—(e) Acetate tattoo stencils shall be single use.~~

~~—(f) No body piercer may use a piercing gun or similar device for body piercing a patron unless such piercing gun is disposable, sterile, and for single patron use only or is sterilized between each use as set forth in Wis. Admin. Code Sec. SPS 221.03(20).  
(Ord 94-16, §1, 11-8-16)~~

**Secs. 9-87861 – 9-8879. Reserved.**

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**DIVISION 5. PHYSICAL FACILITIES AND ENVIRONMENT**

**Sec. 9-890. Condition of premises.**

~~\_\_\_\_\_ (a) \_\_\_\_\_ The premises and all facilities used in connection with the premises shall be maintained in a clean, sanitary and vermin-free condition.~~

~~(1) Floors in the area where tattoo or body piercing procedures are performed shall be constructed of smooth, durable and non-porous material and shall be maintained in a clean condition and in good repair. Carpeting is prohibited.~~

~~(2) Walls and ceilings in the area where tattoo and body piercing procedures are performed shall be light colored, smooth and easily cleanable.~~

**Sec. 9-891. Physical facilities.**

~~\_\_\_\_\_ (a) \_\_\_\_\_ *Lighting.* Tattoo and body piercing application areas shall maintain a minimum illumination of fifty (50) foot candles.~~

~~\_\_\_\_\_ (b) \_\_\_\_\_ *Living areas.* Tattoo and body piercing areas shall be completely separated from any living quarters by floor-to-ceiling partitioning and solid doors which are kept closed during business hours. A direct outside entrance to the tattoo or body piercing establishment shall be provided.~~

~~\_\_\_\_\_ (c) \_\_\_\_\_ *Toilet rooms.*~~

~~(1) All tattoo and body piercing establishments shall have a public toilet and hand washing facility which is separated from any living area.~~

~~(2) Toilet room fixtures shall be kept clean and in good repair. Any easily cleanable covered waste receptacle shall be provided in the toilet room.~~

~~\_\_\_\_\_ (d) \_\_\_\_\_ *Hand washing facilities.*~~

~~(1) At least one hand washing facility shall be conveniently located in the tattoo or body piercing area, in addition to what is provided in the toilet room.~~

~~(2) Anti-bacterial soap in a dispenser and single-service towels for drying hands shall be provided at all hand washing facilities.~~

~~(3) Hot and cold potable water under pressure shall be available at all hand washing facilities except that tempered water rather than hot water may be provided.~~

~~\_\_\_\_\_ (e) \_\_\_\_\_ *Refuse.*~~

~~(1) Easily cleanable waste containers with non-absorbent, durable plastic liners shall be used for disposal of all tissues, towels, gauze pads and other similar items used on a patron.~~

~~(2) Infectious waste, including sharps waste, shall be stored and disposed of in an approved manner consistent with Wis. Admin. Code Subch. II of NR 526.~~

**Sec. 9-892. Equipment storage.**

~~Instruments, dyes, pigments, stencils and other tattoo and body piercing equipment shall be stored in closed cabinets exclusively used for that purpose.~~

~~**Sec. 9-893. Privacy.**~~

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~~A panel or other barrier of sufficient height and width to effectively separate a patron on whom a procedure is being performed from any unwanted observers or waiting patrons shall be in place or readily available at the patron's request. If the facility size does not allow space for this, the establishment shall be locked during the procedure to prevent unwanted observers or patrons entrance to the premises.~~

~~Sec. 9-894. Restrictions.~~

~~\_\_\_\_\_ (a) *Smoking and eating prohibited in area of procedure.* No smoking or consumption of food or drink is permitted in the area where a tattoo or body piercing procedure is performed, except that patrons may consume a non-alcoholic beverage during the procedure.~~

~~\_\_\_\_\_ (b) *Animals prohibited in establishment.* No animals, except for those that provide services to persons with disabilities, are permitted in a tattoo or body-piercing establishment.~~

~~Sees. 9-895—9-899. Reserved.~~

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**~~—DIVISION 6. CLEANING AND STERILIZATION~~**

**~~Sec. 9-900. Cleaning.~~**

~~\_\_\_\_\_ (a) After each use, tattooing and body piercing equipment shall be cleaned to remove blood and tissue residue before sterilization.~~

~~\_\_\_\_\_ (b) Tubes and body piercing equipment shall be placed in a covered stainless steel container of cleaning and disinfectant solution until they can be cleaned and sterilized.~~

~~\_\_\_\_\_ (c) All containers holding contaminated needles, tubes, reusable body piercing equipment and container lids shall be cleaned and disinfected at least daily.~~

~~\_\_\_\_\_ (d) The tattoo machine shall be cleaned and disinfected before each use.~~

~~\_\_\_\_\_ (e) Gloved personnel shall clean needle tubes prior to sterilization by doing all the following:~~

~~(1) Manually pre-cleaning the items with care taken to ensure removal of residue; thoroughly rinsing the items with warm water and then draining the water; cleaning the items by soaking them in a protein dissolving detergent-enzyme cleaner used according to manufacturer's instructions; and cleaning the items further in an ultrasonic cleaning unit which operates at forty (40) to sixty (60) hertz and is used according to the manufacturer's instructions.~~

~~(2) Rinsing and drying the items.~~

~~\_\_\_\_\_ (f) Prior to autoclaving, all needles and tubes shall be packaged either individually or in quantities appropriate for individual procedures. Packages shall be identifiable and dated.~~

**~~—Sec. 9-901. Sterilization.~~**

~~\_\_\_\_\_ (a) Prior to issuance of a tattoo or body piercing establishment license, each operator shall submit written procedures to the local health department setting forth each step to be taken by a tattooist, body piercer, or other employee in sterilizing equipment that is not single use.~~

~~\_\_\_\_\_ (b) Prior to issuance of a tattoo or body piercing establishment license, the operator shall demonstrate the sterilization of equipment following the approved sterilization procedure set forth in subsection (a). A spore test shall be conducted by the applicant and the license shall only be issued upon a negative spore result.~~

~~\_\_\_\_\_ (c) Equipment requiring sterilization shall be pressure-sterilized at the establishment in an autoclave and in accordance with manufacturer's instruction.~~

~~\_\_\_\_\_ (d) Each batch of sterilized equipment shall be monitored for sterilization by use of heat sensitive indicators capable of indicating approximate time and temperature achieved.~~

~~\_\_\_\_\_ (e) Autoclaves shall be spore tested at least monthly. Spore kill test effectiveness shall be conducted by an independent laboratory.~~

~~\_\_\_\_\_ (f) Sterilized equipment shall be wrapped or covered and stored in a manner which will ensure that it will remain sterile until used.~~

~~\_\_\_\_\_ (g) Each tattoo or body piercing establishment shall maintain sterilization records, including spore tests for at least one (1) year from the date of the last entry, which shall include the following information:~~

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(1) ~~\_\_\_\_\_~~ **Date of sterilization**

(2) ~~\_\_\_\_\_~~ **Name of person operating the equipment**

(3) ~~\_\_\_\_\_~~ **Result of heat-sensitive indicator**

~~\_\_\_\_\_~~ (h) ~~Sterilized equipment shall be re-sterilized if the package is opened, damaged or becomes wet.~~

~~\_\_\_\_\_~~ (i) ~~All methods of sterilization other than autoclaving are prohibited.~~

~~Secs. 9-902-9-905. Reserved.~~

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**DIVISION 7. PREPARATION AND CARE OF SITE**

**Sec. 9-906. Generally.**

~~Prior to issuance of a tattoo or body piercing establishment license, each operator shall submit written procedures to the local health department setting forth each step to be taken by a tattooist or body piercer in cleaning, preparing, and applying antiseptic to the skin of the patron.~~

**Sec. 9-907. Preparation by practitioner.**

~~Before beginning a procedure, the tattooist or body piercer shall clean the skin area for the tattooing or piercing and then prepare it with an antiseptic. The solution shall be applied with cotton, gauze or single-use toweling.~~

**Sec. 9-908. Care instructions for patron.**

~~After completing a procedure, the tattooist or body piercer shall provide the patron with oral and written instructions on the care of the tattoo or pierce. Prior to issuance of the tattoo or body piercing establishment license, a copy of the written care instructions shall be submitted to the local health department for approval.~~

**Secs. 9-909—9-920. Reserved.**

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Date: June 5, 2018

To: Board of Health

From: Kurt Eggebrecht

Re: East Central Weights and Measures Consortium

## **History**

July 1, 2003, the East Central Weights and Measures Consortium was established as a means of cost-sharing the equipment, staff, training, certification of weights and other related costs of providing a high quality program.

The first communities to join Appleton were New London, Waupaca, Kaukauna, Kimberly, Little Chute and Ashwaubenon. In 2004, Ripon joined the consortium and Berlin joined in 2008.

To meet standards for Weights and Measures jurisdictions, Appleton has had to maintain a large inventory of specialized inspection equipment. This equipment must be of high quality and accuracy to be able to do the various inspections required under Federal Codes and State Laws. These devices and the cost of operating them are now shared by consortium members. In November, 2004, Appleton put into service through the consortium a new, 5000 lb., 150 gallon test trailer used for testing fuel oil, gasoline and lubricant meters on home delivery trucks. By its increased size and improved functions, it responds to current meters in use and better serves both the consumer and oil distributor alike, while reducing staff time to conduct inspections. This is one example of how the consortium has been a win-win for all communities.

Administered by the Appleton Health Department, each municipality within the consortium now has regular inspection services provided to all individuals and businesses who buy or sell by weight or measure or operate retail price scanners. What's more, each municipality now has its own approval seal displayed on scales, pumps and measures in use in their community.

Appleton's Weights and Measures inspectors currently conduct routine inspections in member communities of scales, gas pumps, packaged products and scanning systems. This program, like Appleton's, works closely with business management to achieve compliance with federal standards, state laws and municipal ordinances. Response from businesses in all consortium communities has been very positive and excellent rapport and communications have been established.

## **What's New?**

Fox Crossing has recently expressed interest in joining the Weights and Measures Consortium. The benefits to Appleton and contracted municipalities are many, including:

### **To Appleton:**

- Helps share the expense of purchasing and maintaining expensive inspection equipment and standards. This includes a special constructed pickup truck, a second heavy duty pickup truck, and two different petroleum meter test trailers. Also, we have three laptop computers with printers each loaded with WinWam inspection software.
- Helps share the cost of recertification of standards by the state Weights and Measures laboratory.
- Helps share the cost of recertification of inspectors by state Weights and Measures—now 7 days per year.
- Neighboring cities share the costs with Appleton in testing mobile heating oil or lubricant trucks and concrete and asphalt plants based in their cities, but who have been inspected and certified by Appleton annually in the past.

### **To Contracted Cities or Villages:**

- Contracted communities have their own Municipal Weights and Measures Department and have control of its budget, inspection emphasis and enforcement actions.
- Local citizens are able to report their complaints and concerns locally to the municipality's own representative rather than a state (800) number, and have faster response to their concerns.
- Contracted municipality is able to use contracted Sealer in setting up and maintaining a Weights and Measures fee system. Currently, all contracted communities utilize the same fee structure as Appleton's, which provides a uniform approach.

## **What is the Impact?**

Based on an environmental scan conducted by Appleton Weights and Measures staff, to add Fox Crossing would require 9 service days per year. The current daily rate of \$414 per day would result in \$3,726 in fees. In consulting with staff, it is my belief that this additional work could be absorbed with existing staff levels. Therefore, I would recommend the Board of Health and, ultimately, Common Council approve of this request to add Fox Crossing to the East Central Weights and Measures Consortium effective July 1, 2018.