



City of Appleton

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

Meeting Agenda - Final Common Council

Wednesday, August 15, 2018

7:00 PM

Council Chambers

- A. CALL TO ORDER
- B. INVOCATION
- C. PLEDGE OF ALLEGIANCE TO THE FLAG
- D. ROLL CALL OF ALDERPERSONS
- E. ROLL CALL OF OFFICERS AND DEPARTMENT HEADS
- F. PUBLIC PARTICIPATION
- G. APPROVAL OF PREVIOUS COUNCIL MEETING MINUTES
 - [18-1221](#) Common Council Meeting Minutes of August 1, 2018
 - Attachments: [CC Minutes 8-1-18.pdf](#)
 - [18-1222](#) Special Common Council Meeting Minutes of August 6, 2018
 - Attachments: [CC Minutes 8-6-18_Spcl.pdf](#)
- H. BUSINESS PRESENTED BY THE MAYOR
 - [18-1223](#) Mixed Use Library Proposal Project Update with Mindy Sorg of OPN Architects
- I. PUBLIC HEARINGS
- J. SPECIAL RESOLUTIONS
- K. ESTABLISH ORDER OF THE DAY
- L. COMMITTEE REPORTS
- 1. MINUTES OF THE MUNICIPAL SERVICES COMMITTEE

[18-0788](#)**R/B Resolution #7-R-18 Snow Emergencies**

Submitted by: William Siebers, District 1

Date: May 16, 2018

Referred to: Municipal Services Committee

Whereas, there are only 218 days left until winter, And**Whereas**, the best time to deal with a problem is before circumstances force our hand, And**Whereas**, with all winters we will once again need to deal with winter storms, which includes calling snow emergencies, And**Whereas**, snow emergencies are exactly that, emergencies, And**Whereas**, these emergencies are called to promote the most efficient removal of snow from our streets, and also to promote safety, And**Whereas**, as common as it is to have snow storms in the winter it is also common for people to ignore the parking ban during the snow emergency, And**Whereas**, the fine for parking on the street during the snow emergency is the same as a normal parking ticket and not likely a deterrent as we would hope,**Therefore**, the fine for parking on the street during a snow emergency be more reflective of the seriousness of the situation and be increased **to \$100.****Attachments:** [Research by Alderperson Siebers.pdf](#)**Legislative History**

5/21/18	Municipal Services Committee	referred
	<i>Refer to staff report back June 11, 2018 meeting.</i>	
6/11/18	Municipal Services Committee	held
	<i>Hold until July 9th meeting.</i>	
7/9/18	Municipal Services Committee	held
7/23/18	Municipal Services Committee	recommended for approval
	<i>motion by Martin to increase to 175 fails for lack of a second recommendation is \$100 for any declared snow emergency</i>	
8/1/18	Common Council	referred to the Municipal Services Committee
8/6/18	Municipal Services Committee	recommended for approval

[18-1135](#)

Resolution #10-R-18 Wayne Street Parking

Submitted by: Vered Meltzer, District 2

Date: July 18, 2018

Referred to: Municipal Services Committee

WHEREAS parking solutions should proactively address needs instead of create problems, and**WHEREAS** the 15 minute parking restriction on the east side of the 1300 block of Wayne Street creates problems for the business owner on the corner of Wayne Street and Wisconsin Avenue,**THEREFORE** be it resolved that the 15 minute parking restriction be removed from that location.**Legislative History**7/23/18 Municipal Services held
Committee*Hold until August 6th meeting.*8/6/18 Municipal Services recommended for approval
Committee*Amended to include a 6 month trial Konetzke, second by Martin 5-0*[18-1159](#)

Proposed 6-month trial for parking changes on Banta Court.

Attachments: [Proposed 6-month trial for parking changes on Banta Court.pdf](#)
[Lawrence University-Banta Court parking changes.pdf](#)**Legislative History**8/6/18 Municipal Services recommended for approval
Committee[18-1160](#)

Proposed parking changes related to the Oneida Street Reconstruction Project.

Attachments: [Proposed parking changes related to the Oneida St Reconstruction Project.pdf](#)**Legislative History**8/6/18 Municipal Services recommended for approval
Committee[18-1161](#)

Proposed parking changes related to the Providence Avenue/Apple Creek trail crossing enhancement project.

Attachments: [Parking changes-Providence Ave-Apple Creek trail crossing.pdf](#)**Legislative History**8/6/18 Municipal Services recommended for approval
Committee

[18-1162](#) Proposed changes to intersection control at the intersection of Center Street and North Street.

Attachments: [Proposed changes to intersection control-Center St and North St. .pdf](#)

Legislative History

8/6/18 Municipal Services recommended for approval
 Committee

[18-1186](#) Approve Resolution regarding Interstate Hwy 41.

Attachments: [Resolution regarding Interstate Hwy. 41..pdf](#)

Legislative History

8/6/18 Municipal Services recommended for approval
 Committee

[18-1187](#) Approve Intergovernmental Agreement for Valley Road Concrete Reconstruction/Urbanization Project between Chain Drive and Forestview Court.

Attachments: [Valley Road Concrete Reconstruction-Urbanization Project.pdf](#)

Legislative History

8/6/18 Municipal Services recommended for approval
 Committee

2. MINUTES OF THE SAFETY AND LICENSING COMMITTEE

[18-1167](#) Operator's License application of Heather A. Poole, 1118 W. Kamps Avenue.

Attachments: [Heather A. Poole.pdf](#)
[SL Denial-Poole 8-8-18.pdf](#)
[Poole Lic. Denial Memo 8-8-18.pdf](#)

Legislative History

8/8/18 Safety and Licensing recommended for denial
 Committee
Ms. Poole addressed the Committee along with Chelse Helms, 520 E Winnebago St, who is the bar manager at Grumpy's Pub.

[18-1063](#) Winter Farm Market application of Appleton Downtown, Inc., Djuanna Hugdahl, 116 N. Appleton Street, contingent upon approval from all departments.

Legislative History

8/8/18 Safety and Licensing recommended for approval
 Committee

18-1120 Operator's Licenses

Attachments: [Operator's Licenses for 8-8-18 S&L.pdf](#)

Legislative History

8/8/18	Safety and Licensing Committee	recommended for approval
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18-1123 Recommendation of a Fire Records Management System Vendor

Attachments: [Fire Records Management System Memo.pdf](#)

Legislative History

8/8/18	Safety and Licensing Committee	recommended for approval
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18-1125 Renewal Operator's Licenses

Attachments: [Renewal Operator's Licenses for 8-8-18 S&L.pdf](#)

Legislative History

8/8/18	Safety and Licensing Committee	recommended for approval
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18-1158 Reserve "Class B" Beer/Liquor License temporary Premise Amendment application of Fox Cities Performing Arts Center, Maria S. Van Laanen, Agent, 400 W. College Ave., contingent upon approval from all departments.

Attachments: [Fox Cities PAC - Premise Amendment.pdf](#)

Legislative History

8/8/18	Safety and Licensing Committee	recommended for approval
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3. MINUTES OF THE CITY PLAN COMMISSION**18-1166** Request to approve the Apple Ridge Annexation, located at the southeast corner of N. Ballard Road and E. Apple Creek Road currently in the Town of Grand Chute, as shown on the attached maps, and establish a temporary zoning classification of AG Agricultural District, subject to the stipulation in the attached staff report

Attachments: [StaffReport_AppleRidge_Annexation_For08-07-18.pdf](#)

Legislative History

8/7/18	City Plan Commission	recommended for approval
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4. MINUTES OF THE PARKS AND RECREATION COMMITTEE

5. MINUTES OF THE FINANCE COMMITTEE

- [18-1190](#) Request to award contract for the AWTF Chemical Systems Upgrade project to August Winter and Sons in the amount of \$698,500 with a 15% contingency of \$104,775 for a project total not to exceed \$803,275

Attachments: [Chemical Systems Upgrade Phase 1 Construction 07-31-18.pdf](#)

Legislative History

8/6/18 Finance Committee recommended for approval

- [18-1191](#) Request to approve Rocky Bleier Run/Water Street amended Relocation Order

Attachments: [AMENDED Relocation Order \(08-01-2018\)_2.pdf](#)

Legislative History

8/6/18 Finance Committee recommended for approval

- [18-1192](#) Request for Finance Director to sell \$13,840,000 of General Obligation Notes

Legislative History

8/6/18 Finance Committee recommended for approval

- [18-1193](#) Request for Finance Director to sell \$3,000,000 of Stormwater Revenue Bonds

Legislative History

8/6/18 Finance Committee recommended for approval

- [18-1194](#) Request for Finance Director to sell \$5,345,000 of Wastewater Revenue Refunding Bonds

Legislative History

8/6/18 Finance Committee recommended for approval

- [18-1195](#) Request to award contract to Commercial Horizons for design and engineering services for the Appleton Public Library for a contract of \$347,000

Attachments: [2018 Library Architect and Engineer.pdf](#)

Legislative History

8/6/18 Finance Committee recommended for approval

6. MINUTES OF THE COMMUNITY AND ECONOMIC DEVELOPMENT COMMITTEE

7. MINUTES OF THE UTILITIES COMMITTEE

- [18-1179](#) Request from Mario Maggiorana to reduce his stormwater utility charges for 1600 W. Haskell Street as he does not agree that gravel parking should be considered impervious surface.

Attachments: [Mario Letter.pdf](#)
[Aerial Photo.pdf](#)

Legislative History

8/7/18	Utilities Committee	recommended for approval
8/7/18	Utilities Committee	recommended for denial

8. MINUTES OF THE HUMAN RESOURCES & INFORMATION TECHNOLOGY COMMITTEE**9. MINUTES OF THE FOX CITIES TRANSIT COMMISSION****10. MINUTES OF THE BOARD OF HEALTH**

- [18-1185](#) Noise Variance Request-Truth Music Jam

Attachments: [Noise Variance Request-Truth Music Jam.pdf](#)

Legislative History

8/8/18	Board of Health	recommended for approval
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- [18-1217](#) Approval of updated Rules & Regulations and Permit Application for Keeping Chickens

Attachments: [Revised Chicken Keeping Requirements.pdf](#)

Legislative History

8/8/18	Board of Health	recommended for approval
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11. REPORT OF THE COMMITTEE OF THE WHOLE

- [18-1154](#) Approval of the amendment to U.S. Venture Development Agreement (Finance, Municipal Services & Community and Economic Development Committees)

Attachments: [USV - Amendment to Dev Agrm - FINAL - 07-27-2018_2.pdf](#)
[USV - Fully Executed Dev Agrm - 12-17-2017.pdf](#)
[USV - Original Exhibit D to 12-19-2017 Dev Agrm_1.pdf](#)
[USV - COMPARED Document - 07-31-2018.pdf](#)
[USV COW memo 080318.pdf](#)
[USV - REDLINED - COMPARED Document - 08-10-2018.pdf](#)

Legislative History

8/6/18	Common Council	approved
8/6/18	Common Council	amended
	<i>Amendment 1</i>	
	<i>Recitals, D. 1. add "with a projected minimum guaranteed" value of \$54.5 million</i>	
8/6/18	Common Council	amended
	<i>Amendment 2</i>	
	<i>Recitals, D.6. add after \$25 million "which includes the payment for the property of \$1,802,887.99"</i>	
8/6/18	Common Council	amended
	<i>Amendment 3</i>	
	<i>Article 3, 3.6 Remove the \$200,000 from the development fees to make the total purchase price \$1,602,887.99</i>	
8/6/18	Common Council	amended
	<i>Amendment 4</i>	
	<i>Recitals, D. 4. Strike "the public will not be allowed access to the property depicted on Exhibit B" and replace it with "as depicted on Exhibit B., the property will be privately owned exclusively by USV"</i>	
8/6/18	Common Council	amended
	<i>Amendment 5</i>	
	<i>Recitals, D. 6. Add to end of paragraph "acknowledging the necessity for the project to cashflow, and to attempt to prevent the burden of additional taxdollars needed to cover the project, costs for the ramp in excess of \$27 million will be an even cost-share between the City and US Venture".</i>	
8/6/18	Common Council	amended
	<i>Amendment 6</i>	
	<i>Article 2, 2.6 Add a bullet point that states "common elements"</i>	
8/6/18	Common Council	amended
	<i>Amendment 7</i>	
	<i>Recitals, J. Remove "J." completely from agreement.</i>	
8/6/18	Common Council	amended
	<i>Amendment 8</i>	
	<i>Article 3, 3.6 Add the word "verifiable" between the words directly and attributable.</i>	
8/6/18	Common Council	amended
	<i>Amendment 9</i>	
	<i>Article 3, 3.8 add the word "only" between occur and during.</i>	

M. CONSOLIDATED ACTION ITEMS**N. ITEMS HELD****O. ORDINANCES**

[18-1216](#) Ordinances 77-18 to 79-18

Attachments: [Ordinances going to Council 8-15-18.pdf](#)

- P. LICENSE APPLICATIONS AND COMMUNICATIONS REFERRED TO COMMITTEES OF JURISDICTION
- Q. RESOLUTIONS SUBMITTED BY ALDERPERSONS REFERRED TO COMMITTEES OF JURISDICTION
- R. OTHER COUNCIL BUSINESS
- S. ADJOURN

Kami Lynch, City Clerk

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



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Meeting Minutes - Final Common Council

Wednesday, August 1, 2018

7:00 PM

Council Chambers

A. CALL TO ORDER

Mayor Hanna called the meeting to order at 7:01 p.m.

B. INVOCATION

The Invocation was offered by Alderperson Lobner.

C. PLEDGE OF ALLEGIANCE TO THE FLAG

D. ROLL CALL OF ALDERPERSONS

Present: 16 - 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, Alderperson Cathy Spears and Alderperson Chris Croatt

E. ROLL CALL OF OFFICERS AND DEPARTMENT HEADS

City Attorney Walsh, City Clerk Lynch, Director of Community Development Harkness, Director of Finance Saucerman, Health Officer Eggebrecht, Fire Chief Hansen, Library Director Rortvedt, Director of Parks, Recreation & Facilities Gazza, Police Chief Thomas, Director of Public Works Vandehey, Director of Utilities Shaw.

The following were excused:

Valley Transit

Information Technology

F. PUBLIC PARTICIPATION

The following spoke during public participation:

John Schmidt, 34 Bellaire Ct Re: Item 18-1154 US Venture Development Agreement

Ray & Carolyn Dietzen, N199 Van Handel Dr Re: Item 18-1106 Special Assessments

Joe Corbett, 1435 E College Ave Re: Item 18-0891 Warner Street Reconstruction

Paul Hoffman, 200 E Washington St. Re: Item 18-1154 US Venture Development Agreement

Storm Walsvik, 1500 E Henry St. Re: Item 18-0980 Henry Street Reconstruction

G. APPROVAL OF PREVIOUS COUNCIL MEETING MINUTES

[18-1146](#)

Common Council meeting minutes of July 18, 2018

Attachments: [CC Minutes 7-18-18.pdf](#)

Aldersperson Croatt moved, seconded by Aldersperson Baker, that the Minutes be approved. 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, Aldersperson Keir Dvorachek, Aldersperson Bob Baker, Aldersperson Rachel Raasch, Aldersperson Vered Meltzer, Aldersperson Joe Martin, Aldersperson Matt Reed, Aldersperson Christine Williams, Aldersperson Cathy Spears and Aldersperson Chris Croatt

Absent: 1 - Mayor Timothy Hanna

H. BUSINESS PRESENTED BY THE MAYOR

I. PUBLIC HEARINGS

[18-1061](#)

Public Hearing - Rezoning #7-18, Appleton Area School District, W. Reeve St.

Attachments: [Public Hearing Notice_RZ #7-18.pdf](#)

Robert Klemp, 633 N Linwood spoke during the public hearing.

[18-1062](#)

Public Hearing - Rezoning #8-18, 3226 N. Ballard Road

Attachments: [Public Hearing Notice_RZ #8-18.pdf](#)

Kurt Konietzke, 3576 Dekalb Ln, Neenah spoke on this item during the public hearing.

[18-1149](#)

Public Hearing - Comprehensive Plan #2-18, Appleton Area School District

Attachments: [Class I PH Notice_AASD.pdf](#)

The public hearing was held, no one spoke during the hearing.

J. SPECIAL RESOLUTIONS

K. ESTABLISH ORDER OF THE DAY

[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 **except near midblock crosswalk.**

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

[Letter from 513 S. Telulah Ave.pdf](#)

[Photo of Henry Street.pdf](#)

Aldersperson Baranowski moved, seconded by Aldersperson Martin, that the Henry St. reconstruction be approved as amended in Committee. Roll Call. Motion carried by the following vote:

Aye: 12 - Aldersperson Kathleen Plank, Aldersperson William Siebers, Aldersperson Ed Baranowski, Aldersperson Patti Coenen, 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

Nay: 3 - Aldersperson Curt Konetzke, Aldersperson Kyle Lobner and Aldersperson Chris Croatt

Abstained: 1 - Mayor Timothy Hanna

[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.~~

Aldersperson Martin moved, seconded by Aldersperson Baranowski, that the Warner St. reconstrution be approved as amended in Committee. Roll Call. Motion carried by the following vote:

Aye: 11 - Alderperson Kathleen Plank, Alderperson William Siebers, Alderperson Ed Baranowski, Alderperson Patti Coenen, Alderperson Keir Dvorachek, Alderperson Bob Baker, Alderperson Rachel Raasch, Alderperson Vered Meltzer, Alderperson Joe Martin, Alderperson Matt Reed and Alderperson Cathy Spears

Nay: 4 - Alderperson Curt Konetzke, Alderperson Kyle Lobner, Alderperson Christine Williams and Alderperson Chris Croatt

Abstained: 1 - Mayor Timothy Hanna

[18-1004](#)

Request for a street occupancy permit to keep a basketball pole in the street right-of-way at 1513 E. Henry Street.

Attachments: [Street Occupancy Permit-1513 E. Henry Street.pdf](#)

Alderperson Baranowski moved, seconded by Alderperson Raasch, that the street occupancy permit be approved. Roll Call. Motion carried by the following vote:

Aye: 13 - Alderperson Kathleen Plank, Alderperson William Siebers, 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, Alderperson Christine Williams and Alderperson Cathy Spears

Nay: 2 - Alderperson Curt Konetzke and Alderperson Chris Croatt

Abstained: 1 - Mayor Timothy Hanna

[18-0788](#)**R/B Resolution #7-R-18 Snow Emergencies**

Submitted by: William Siebers, District 1

Date: May 16, 2018

Referred to: Municipal Services Committee

Whereas, there are only 218 days left until winter, And**Whereas**, the best time to deal with a problem is before circumstances force our hand, And**Whereas**, with all winters we will once again need to deal with winter storms, which includes calling snow emergencies, And**Whereas**, snow emergencies are exactly that, emergencies, And**Whereas**, these emergencies are called to promote the most efficient removal of snow from our streets, and also to promote safety, And**Whereas**, as common as it is to have snow storms in the winter it is also common for people to ignore the parking ban during the snow emergency, And**Whereas**, the fine for parking on the street during the snow emergency is the same as a normal parking ticket and not likely a deterrent as we would hope,**Therefore**, the fine for parking on the street during a snow emergency be more reflective of the seriousness of the situation and be increased **to \$100.****Attachments:** [Research by Alderperson Siebers.pdf](#)**This Item was referred back to the Municipal Services Committee by Alderperson Coenen.**[18-1089](#)

Approve proposed refuse cart fee changes for 2019 Budget as shown on Exhibit A.

Attachments: [Proposed refuse cart fee charges 2019 budget.pdf](#)
 [Letter from John Gosling.pdf](#)**Alderperson Croatt moved, seconded by Alderperson Baker, that the refuse cart fee changes be approved as amended in Committee to keep the smallest cart free. Roll Call. Motion carried by the following vote:**

Aye: 14 - Alderperson Kathleen Plank, Alderperson William Siebers, Alderperson Curt Konetzke, Alderperson Ed Baranowski, Alderperson Patti Coenen, Alderperson Keir Dvorachek, Alderperson Bob Baker, Alderperson Rachel Raasch, Alderperson Vered Meltzer, Alderperson Joe Martin, Alderperson Matt Reed, Alderperson Christine Williams, Alderperson Cathy Spears and Alderperson Chris Croatt

Nay: 1 - Alderperson Kyle Lobner

Abstained: 1 - Mayor Timothy Hanna

[18-1081](#)

Action: Request Approval to Accept Donation of Jones Park Amphitheater from Miron Construction

Attachments: [2018 Jones Park Amphitheater Donation.pdf](#)

Alderperson Croatt moved, seconded by Alderperson Dvorachek, that the Jones Park Amphitheater Donation be approved. Roll Call. Motion carried by the following vote:

Aye: 15 - 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, Alderperson Christine Williams, Alderperson Cathy Spears and Alderperson Chris Croatt

Abstained: 1 - Mayor Timothy Hanna

[18-1106](#)

Request from Raymond Dietzen for reconsideration of special assessments for concrete paving of Lake Park Road for parcel 31-9-4180-00

Attachments: [Dietzen 319418000.pdf](#)

Alderperson Croatt moved, seconded by Alderperson Baranowski, that the reconsideration of the special assessments be denied. Roll Call. Motion carried by the following vote:

Aye: 13 - Alderperson Kathleen Plank, Alderperson William Siebers, Alderperson Curt Konetzke, Alderperson Ed Baranowski, Alderperson Kyle Lobner, Alderperson Keir Dvorachek, Alderperson Bob Baker, Alderperson Rachel Raasch, Alderperson Vered Meltzer, Alderperson Joe Martin, Alderperson Matt Reed, Alderperson Christine Williams and Alderperson Chris Croatt

Nay: 2 - Alderperson Patti Coenen and Alderperson Cathy Spears

Abstained: 1 - Mayor Timothy Hanna

L. COMMITTEE REPORTS

Balance of the action items on the agenda.

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

Aye: 15 - 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, Alderson Cathy Spears and Alderson Chris Croatt

Abstained: 1 - Mayor Timothy Hanna

1. MINUTES OF THE MUNICIPAL SERVICES COMMITTEE**[18-1090](#)**

Request from Tammy Wedemeyer, 1315 W. Rogers Avenue, to have their sidewalk snow removal bill of \$75 waived.

Attachments: [1315 W. Rogers sidewalk snow removal.pdf](#)

This Report Action Item was approved.

[18-1091](#)

Approve proposed Parking Utility rate increases for 2019 Budget as shown on Exhibit B.

Attachments: [Proposed Parking Utility rate increase 2019 Budget.pdf](#)

This Report Action Item was approved.

[18-1092](#)

Request from Sarah Hickey to hold a Sidewalk Sale on August 3, 2018, at 121 E. College Avenue, in addition to the Sidewalk Sale already approved for August 4, 2018 for the entire College Avenue in conjunction with Mile of Music.

Attachments: [121 E. College-Sidewalk Sale.pdf](#)

This Report Action Item was approved.

[18-1093](#)

Randall Street, from Oneida Street to Meade Street, be reconstructed with asphalt pavement and concrete curb & gutter. The dimensions of the Randall Street reconstruction project are proposed as follows:

Oneida Street - Morrison Street: New asphalt pavement and concrete curb & gutter to be constructed to a width of 27' from back of curb to back of curb, which is 1' narrower than existing street within this portion of the project. The south curb line will be narrowed by the proposed 1' in an effort to preserve 5 existing street trees along the south terrace.

Morrison Street - Durkee Street: New asphalt pavement and concrete curb & gutter to be constructed to a width of 31' from back of curb to back of curb, which is 1' wider than existing street within this portion of the project. This block would shift 1' to the north in an effort to preserve 5 existing street trees along the south terrace.

Durkee Street - Meade Street: New asphalt pavement and concrete curb & gutter to be constructed to a width of 31' from back of curb to back of curb, which is 2' narrower than the existing street within this portion of the project.

Existing parking provisions within the project limits proposed to remain unchanged.

This Report Action Item was approved.

[18-1094](#)

Winnebago Street, from Division Street to Drew Street, be reconstructed with asphalt pavement and concrete curb & gutter. The dimensions of the Winnebago Street reconstruction project are proposed as follows:

Division Street - Appleton Street: New asphalt pavement and concrete curb & gutter to be constructed to a width of 31' from back of curb to back of curb, which is 2' narrower than the existing street within this portion of the project.

Appleton Street - Oneida Street: New asphalt pavement and concrete curb & gutter 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.

Oneida Street - Morrison Street: New asphalt pavement and concrete curb & gutter 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. This block would be shifted 1' to the north in order to preserve 5 existing street trees along the south terrace. The existing indented parking area adjacent to the Zion Lutheran Church would be maintained as part of this project.

Morrison Street - Drew Street: New asphalt pavement and concrete curb & gutter to be constructed to a width of 31' from back of curb to back of curb, which is 1' narrower than the existing street within this portion of the project.

Existing parking provisions within the project limits proposed to remain unchanged.

This Report Action Item was approved.

[18-1118](#)

Approve parking restriction change on the north side of Eighth Street, east of Linwood Avenue.

Attachments: [Parking restriction change-Eighth St.pdf](#)

This Report Action Item was approved.

[18-1119](#)

Request from Mile of Music to place a Tundraland tent in College Avenue beautification strip adjacent to metered stall CAW403.

Attachments: [Tundraland tent in College Ave.pdf](#)

This Report Action Item was approved.

[18-1136](#)

Request from Fox Cities Sign for a permanent street occupancy permit to install a sign that extends into the College Avenue right-of-way at 220 W. College Avenue be denied.

Attachments: [220 W College Ave-Sign.pdf](#)

This Report Action Item was approved.

2. MINUTES OF THE SAFETY AND LICENSING COMMITTEE

[18-1148](#)

Correction of Ordinance 45-16 for the Plach Annexation from City of Appleton Ward 39 to Ward 38

Attachments: [Annexation Ordinance 45-16.pdf](#)

This Report Action Item was approved.

[18-1121](#)

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

Attachments: [Dairyland Brew Pub 3 application.pdf](#)

This Report Action Item was approved.

[18-1078](#)

"Class B" Beer License Premise Amendment application of McFleshman's Brewing Co., LLC, Bobby L. Fleshman, Agent, 115 S. State St., for August 2-5, 2018, contingent upon approval from all departments.

Attachments: [McFleshmans Brewing Co amendment application.pdf](#)

This Report Action Item was approved.

[18-1064](#)

"Class B" Beer/Liquor License Premise Amendment of Riverside Bar & Grill, Gregg Van Dinter, 906 S. Olde Oneida St., August 2 - 5, 2018, contingent upon approval from all departments.

Attachments: [Riverside Bar & Grill amendment application.pdf](#)

This Report Action Item was approved.

3. MINUTES OF THE CITY PLAN COMMISSION

[18-0946](#)

Request to approve Comprehensive Plan 2010-2030 Future Land Use Map Amendment #2-18 for a portion of the subject parcel located at W. Reeve Street (Tax Id #31-5-1463-00) from future Industrial land use designation to Public/Institutional land use designation as shown on the attached map and approve the attached Resolution

Attachments: [StaffReport_AASD_CompPlan+Rezoning_For06-26-18.pdf](#)

This Report Action Item was approved.

[18-0948](#)

Request to approve Rezoning #7-18 for a portion of the subject parcel located at W. Reeve Street (Tax Id #31-5-1463-00), including to the centerline of the adjacent right-of-way, as shown on the attached maps, from P Parking District to P-I Public Institutional District

Attachments: [StaffReport_AASD_CompPlan+Rezoning_For06-26-18.pdf](#)

This Report Action Item was approved.

[18-1014](#)

Request to approve Rezoning #8-18 to rezone 3226 N. Ballard Road (Tax Id #31-1-6718-00), including to the midpoint of the adjacent road right-of-way, as shown on the attached maps, from R-1A Single-Family District to C-2 General Commercial District

Attachments: [StaffReport_3226NBallard_Rezoning_For07-10-18.pdf](#)
[LetterReceivedFromPeterAbresch_3221NBallardRd_7-13-18.pdf](#)

This Report Action Item was approved.

4. MINUTES OF THE PARKS AND RECREATION COMMITTEE

[18-1082](#)

Action: Award the "1424 and 1434 Northland Avenue Structure Demolition Project" contract to Gene Fredrickson Trucking and Excavating, Inc. in the amount of \$41,526 with a contingency of \$10,000 for a project total not to exceed \$51,526

Attachments: [2018 Northland Ave House Demo .docx](#)

This Report Action Item was approved.

5. MINUTES OF THE FINANCE COMMITTEE

[18-1107](#)

Request to utilize \$79,764 from the Parks Open Space Special Revenue Fund for the demolition of the homes at 1424 and 1434 Northland Avenue and approve the following 2018 Budget adjustment:

Park Open Space Fund

Contractor Fees	+\$79,764
Fund Balance	- \$79,764

to provide funding for the cost of demolishing homes on Northland Avenue

Attachments: [2018 Parks Open Space Fund Req for Home Demo.pdf](#)

This Report Action Item was approved.

[18-1108](#)

Request to award the Lower Telulah Park Site Redevelopment project contract to H & H Civil Construction in the amount of \$628,341 with a contingency of \$21,662 for a project not to exceed \$650,003

Attachments: [2018 Lower Telulah Site Redevelopment Finance Memo .pdf](#)

This Report Action Item was approved.

[18-1109](#)

Request to award the Wastewater 2018 Electrical Distribution Upgrades Phase 1 project contract to Miron Construction, Co Inc in the amount of \$1,037,026 with a contingency of 10% for a project total not to exceed \$1,140,728

Attachments: [2018 Wastewater Electrical Distribution Phase 1 Upgrades.pdf](#)

This Report Action Item was approved.

[18-1110](#)

Request to award the 2018 Red Parking Ramp Elevator Modernization Phase 1 project contract to Otis Elevator Co in the amount of \$242,695 with a contingency of 7% for a project total not to exceed \$259,684

Attachments: [Award Memo - 2018 Red Parking Ramp Elevator Modernization.pdf](#)

This Report Action Item was approved.

[18-1111](#)

Request to award the Municipal Services Building 2018 Locker Room Remodeling project contract to Miron Construction Co. Inc in the amount of \$314,713 with a contingency of \$12,702 for a project total not to exceed \$327,415

Attachments: [2018 MSB Locker Room Remodel_.pdf](#)

This Report Action Item was approved.

[18-1138](#)

Request to deny Rookies Sports Bar and Grill offer to purchase of .39 acre of City owned property located just North of Rookies, parcel 31-2-0489-00.

Attachments: [Rookies Offer to Purchase Memo With Supporting Docs.pdf](#)
 [Amended Offer to Purchase.pdf](#)

This Report Action Item was approved.

[18-1139](#)

RIVERSIDE CEMETERY ASSOCIATION submitting a request for payment for maintenance of Veteran's graves.

Attachments: [Riverside Cemetery Veteran Grave Care Reimbursement - 2017-2018.pdf](#)

This Report Action Item was approved.

[18-1141](#)

Request to accept a \$15,000 grant from Octoberfest for a public safety unmanned aerial vehicle (UAV) and approval of the following 2018 Budget adjustment:

General Fund - Mayor's Office

Equipment	+\$15,000
Grant Proceeds	+\$15,000

to accept grant from Octoberfest Committee to purchase a drone

Attachments: [Council Memo for Octoberfest Grant.pdf](#)

This Report Action Item was approved.

6. MINUTES OF THE COMMUNITY AND ECONOMIC DEVELOPMENT COMMITTEE

7. MINUTES OF THE UTILITIES COMMITTEE

[18-1084](#)

Amend 2018 Stormwater Management Plan Review contract with raSmith by an increase of \$25,000 for a total contract amount not to exceed \$75,000.

Attachments: [2018A SWM Plan Review Amendment Memo Util Cmte \(003\).pdf](#)

This Report Action Item was approved.

8. MINUTES OF THE HUMAN RESOURCES & INFORMATION TECHNOLOGY COMMITTEE

9. MINUTES OF THE FOX CITIES TRANSIT COMMISSION

[18-1129](#)

Authorization to Accept Buses from Go Transit

Attachments: [18-1129 Request for Authorization to Accept Buses from Go Transit Oshkosh.pdf](#)

This Report Action Item was approved.

10. MINUTES OF THE BOARD OF HEALTH

M. CONSOLIDATED ACTION ITEMS

N. ITEMS HELD

O. ORDINANCES

[18-1153](#)

Ordinances 67-18 to 76-18

Attachments: [Ordinances going to Council 8-1-18.pdf](#)

This Report Action Item was approved.

P. LICENSE APPLICATIONS AND COMMUNICATIONS REFERRED TO COMMITTEES OF JURISDICTION

Q. RESOLUTIONS SUBMITTED BY ALDERPERSONS REFERRED TO COMMITTEES OF JURISDICTION

R. OTHER COUNCIL BUSINESS

R. OTHER COUNCIL BUSINESS

R. OTHER COUNCIL BUSINESS

[18-1150](#) Suspend the Council Rules and Convene into the Committee of the Whole

The Common Council did not convene into the Committee of the Whole.

[18-1154](#) Approval of the amendment to U.S. Venture Development Agreement (Finance, Municipal Services & Community and Economic Development Committees)

Attachments: [USV - Amendment to Dev Agrm - FINAL - 07-27-2018_2.pdf](#)
[USV - Amend to Dev Agrm - REDLINED FINAL - 07-27-2018.pdf](#)
[USV - Fully Executed Dev Agrm - 12-17-2017.pdf](#)
[USV - Original Exhibit D to 12-19-2017 Dev Agrm_1.pdf](#)

This item was taken up after Closed Session Item 18-1156 and was referred to its Committees of jurisdiction by Alderperson Baranowski.

[18-1155](#) The Common Council will go into closed session according to State Statute §19.85(1)(e) for the purposes of deliberating or negotiating the purchasing of public properties and the investing of public funds, regarding the U.S. Venture development project and then reconvene into open session.

[18-1151](#) Reconvene to Common Council

[18-1152](#) Report of the Committee of the Whole

S. CLOSED SESSION

[18-1156](#) The Common Council will go into closed session according to State Statute §19.85(1)(e) for the purposes of deliberating or negotiating the purchasing of public properties and the investing of public funds, regarding the U.S. Venture development project and then reconvene into open session.

Alderperson Croatt moved, seconded by Alderperson Baker, that the Common Council convene into closed session at 7:32 p.m. Roll Call. Motion carried by the following vote:

Motion by Lobner, seconded by Croatt to reconvene in open session. Roll Call. Motion carried 15/0 and at 9:10 p.m. the Common Council reconvened in open session.

Aye: 14 - Alderperson Kathleen Plank, Alderperson William Siebers, Alderperson Curt Konetzke, Alderperson Patti Coenen, Alderperson Kyle Lobner, Alderperson Keir Dvorachek, Alderperson Bob Baker, Alderperson Rachel Raasch, Alderperson Vered Meltzer, Alderperson Joe Martin, Alderperson Matt Reed, Alderperson Christine Williams, Alderperson Cathy Spears and Alderperson Chris Croatt

Nay: 1 - Alderperson Ed Baranowski

Abstained: 1 - Mayor Timothy Hanna

T. ADJOURN

Alderperson Baranowski moved, seconded by Alderperson Croatt, that the meeting be adjourned at 9:20 p.m. Roll Call. Motion carried by the following vote:

Aye: 16 - 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, Alderperson Cathy Spears and Alderperson Chris Croatt

Kami Lynch, City Clerk



City of Appleton

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

Meeting Minutes - Final Common Council

Monday, August 6, 2018

6:30 PM

Council Chambers

Special - COMMITTEE OF THE WHOLE

A. CALL TO ORDER

The meeting was called to order by Mayor Hannat 6:30 p.m.

B. ROLL CALL OF ALDERPERSONS

Present: 16 - 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, Alderperson Cathy Spears and Alderperson Chris Croatt

C. COMMITTEE OF THE WHOLE

[18-1150](#)

Suspend the Council Rules and Convene into the Committee of the Whole

Alderperson Lobner moved, seconded by Alderperson Plank, that the Common Council suspend the Rules and convene into the Committee of the Whole. Roll Call. Motion carried by the following vote:

Aye: 15 - 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, Alderperson Christine Williams, Alderperson Cathy Spears and Alderperson Chris Croatt

Abstained: 1 - Mayor Timothy Hanna

[18-1154](#)

Approval of the amendment to U.S. Venture Development Agreement (Finance, Municipal Services & Community and Economic Development Committees)

Attachments: [USV - Amendment to Dev Agrm - FINAL - 07-27-2018_2.pdf](#)
[USV - Fully Executed Dev Agrm - 12-17-2017.pdf](#)
[USV - Original Exhibit D to 12-19-2017 Dev Agrm_1.pdf](#)
[USV - COMPARED Document - 07-31-2018.pdf](#)
[USV COW memo 080318.pdf](#)

Amendment 1

Recitals, D. 1. add "with a projected minimum guaranteed" value of \$54.5 million

Aldersperson Baranowski moved, seconded by Aldersperson Spears, that the Agreement be amended. 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, Aldersperson Keir Dvorachek, Aldersperson Bob Baker, Aldersperson Rachel Raasch, Aldersperson Vered Meltzer, Aldersperson Joe Martin, Aldersperson Matt Reed, Aldersperson Christine Williams, Aldersperson Cathy Spears and Aldersperson Chris Croatt

Abstained: 1 - Mayor Timothy Hanna

Amendment 2

Recitals, D.6. add after \$25 million "which includes the payment for the property of \$1,802,887.99"

Aldersperson Plank moved, seconded by Aldersperson Croatt, that the Agreement be amended. 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, Aldersperson Keir Dvorachek, Aldersperson Bob Baker, Aldersperson Rachel Raasch, Aldersperson Vered Meltzer, Aldersperson Joe Martin, Aldersperson Matt Reed, Aldersperson Christine Williams, Aldersperson Cathy Spears and Aldersperson Chris Croatt

Abstained: 1 - Mayor Timothy Hanna

Amendment 3

Article 3, 3.6 Remove the \$200,000 from the development fees to make the total purchase price \$1,602,887.99

Aldersperson Konetzke moved, seconded by Aldersperson Williams, that the Agreement be amended. Roll Call. Motion failed by the following vote:

Aye: 4 - Aldersperson Curt Konetzke, Aldersperson Christine Williams, Aldersperson Cathy Spears and Aldersperson Chris Croatt

Nay: 11 - Alderperson Kathleen Plank, Alderperson William Siebers, Alderperson Ed Baranowski, Alderperson Patti Coenen, Alderperson Kyle Lobner, Alderperson Keir Dvorachek, Alderperson Bob Baker, Alderperson Rachel Raasch, Alderperson Vered Meltzer, Alderperson Joe Martin and Alderperson Matt Reed

Abstained: 1 - Mayor Timothy Hanna

Amendment 4

Recitals, D. 4. Strike "the public will not be allowed access to the property depicted on Exhibit B" and replace it with "as depicted on Exhibit B., the property will be privately owned exclusively by USV"

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

Aye: 15 - 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, Alderperson Christine Williams, Alderperson Cathy Spears and Alderperson Chris Croatt

Abstained: 1 - Mayor Timothy Hanna

Amendment 5

Recitals, D. 6. Add to end of paragraph "acknowledging the necessity for the project to cashflow, and to attempt to prevent the burden of additional taxdollars needed to cover the project, costs for the ramp in excess of \$27 million will be an even cost-share between the City and US Venture".

Alderperson Plank moved, seconded by Alderperson Croatt, that the Agreement be amended. Alderperson Croatt withdrew his seconded. Cathy Spears then seconded the Motion. Roll Call. Motion failed by the following vote:

Nay: 15 - 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, Alderperson Christine Williams, Alderperson Cathy Spears and Alderperson Chris Croatt

Abstained: 1 - Mayor Timothy Hanna

Amendment 6

Article 2, 2.6 Add a bullet point that states "common elements"

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

Aye: 14 - 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, Alderperson Cathy Spears and Alderperson Chris Croatt

Absent: 1 - Alderperson Christine Williams

Abstained: 1 - Mayor Timothy Hanna

Amendment 7

Recitals, J. Remove "J." completely from agreement.

Aldersperson Spears moved, seconded by Aldersperson Williams, that the Agreement be amended. Roll Call. Motion failed by the following vote:

Aye: 3 - Aldersperson Patti Coenen, Aldersperson Kyle Lobner and Aldersperson Cathy Spears

Nay: 12 - Aldersperson Kathleen Plank, Aldersperson William Siebers, Aldersperson Curt Konetzke, Aldersperson Ed Baranowski, Aldersperson Keir Dvorachek, Aldersperson Bob Baker, Aldersperson Rachel Raasch, Aldersperson Vered Meltzer, Aldersperson Joe Martin, Aldersperson Matt Reed, Aldersperson Christine Williams and Aldersperson Chris Croatt

Abstained: 1 - Mayor Timothy Hanna

Amendment 8

Article 3, 3.6 Add the word "verifiable" between the words directly and attributable.

Aldersperson Plank moved, seconded by Aldersperson Croatt, that the Agreement be amended. 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, Aldersperson Keir Dvorachek, Aldersperson Bob Baker, Aldersperson Rachel Raasch, Aldersperson Vered Meltzer, Aldersperson Joe Martin, Aldersperson Matt Reed, Aldersperson Christine Williams, Aldersperson Cathy Spears and Aldersperson Chris Croatt

Abstained: 1 - Mayor Timothy Hanna

Amendment 9

Article 3, 3.8 add the word "only" between occur and during.

Aldersperson Plank moved, seconded by Aldersperson Baranowski, that the Agreement be amended. Roll Call. Motion failed by the following vote:

Aye: 2 - Aldersperson Bob Baker and Aldersperson Cathy Spears

Nay: 13 - Aldersperson Kathleen Plank, Aldersperson William Siebers, Aldersperson Curt Konetzke, Aldersperson Ed Baranowski, Aldersperson Patti Coenen, Aldersperson Kyle Lobner, Aldersperson Keir Dvorachek, Aldersperson Rachel Raasch, Aldersperson Vered Meltzer, Aldersperson Joe Martin, Aldersperson Matt Reed, Aldersperson Christine Williams and Aldersperson Chris Croatt

Abstained: 1 - Mayor Timothy Hanna

Aldersperson Martin moved, seconded by Aldersperson Plank, that the Compared Development Agreement be approved as amended. Roll Call. Motion carried by the following vote:

Aye: 14 - Aldersperson Kathleen Plank, Aldersperson William Siebers, Aldersperson Curt Konetzke, Aldersperson Ed Baranowski, Aldersperson Patti Coenen, Aldersperson Kyle Lobner, Aldersperson Keir Dvorachek, Aldersperson Bob Baker, Aldersperson Rachel Raasch, Aldersperson Vered Meltzer, Aldersperson Joe Martin, Aldersperson Matt Reed, Aldersperson Christine Williams and Aldersperson Chris Croatt

Abstained: 2 - Mayor Timothy Hanna and Alderperson Cathy Spears

D. CLOSED SESSION

[18-1155](#)

The Common Council, acting as the Committee of the Whole, will go into closed session according to State Statute §19.85(1)(e) for the purposes of deliberating or negotiating the purchasing of public properties and the investing of public funds, regarding the U.S. Venture development project and then reconvene into open session.

The Common Council, acting as the Committee of the Whole, did not convene into closed session.

E. RECONVENE

[18-1151](#)

Reconvene to Common Council

Alderperson Baranowski moved, seconded by Alderperson Croatt, to Rise and Report as the Common Council. Roll Call. Motion carried by the following vote:

Aye: 15 - 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, Alderperson Christine Williams, Alderperson Cathy Spears and Alderperson Chris Croatt

Abstained: 1 - Mayor Timothy Hanna

F. ADJOURN

Alderperson Baranowski moved, seconded by Alderperson Baker, that the meeting be adjourned at 7:54 p.m. Roll Call. Motion carried by the following vote:

Aye: 16 - 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, Alderperson Cathy Spears and Alderperson Chris Croatt

Kami Lynch, City Clerk

	Normal Parking Fine	Fine during snow emergency	
Wausau		\$100	
Madison		\$60	
Janesville	\$30	\$50	It is my understanding that when 2 inches of snow falls those parking on the street are restricted to a certain side of the street. Then when the snow is cleared from the other side of the street, those parking on the street have an hour to move their cars to the plowed side.
Green Bay		\$35	
Kenosha	\$30	\$30	
Eau Claire	\$15	\$30	
Menasha	\$25	\$25	
Waukesha	\$20	\$20	
Appleton	\$20	\$20	
Neenah	\$20	\$20	
Kaukauna	\$10	\$10	

What I found interesting in regard to overnight parking is that it isn't just large cities, like Milwaukee and Madison, that allow overnight parking with the purchase of the monthly permit, but smaller cities have this arrangement.

Research by Alderperson Siebers 6/6/18



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

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

To: Municipal Services Committee
From: Eric Lom, City Traffic Engineer
Date: July 24, 2018
Re: Parking restriction changes on Banta Court
Proposed Six-Month Trial Period

The Traffic Section was contacted by a representative from the Appleton Fire Department (AFD) regarding a parking issue on Banta Court. They have been experiencing serious problems accessing the Riverheath Drive area during times of heavy on-street parking in the area. This typically occurs during large events, such as when live music events or football games occur. A memo from the AFD detailing the concerns is attached.

Banta Court is constructed at a width of 32 feet face-to-face, which is a typical width for a low-volume residential roadway with relatively low on-street parking usage. This width is not adequate for a collector-type street with bumper-to-bumper parking on both sides. It is further compounded by the fact that Banta Court serves as one of only two accesses to the Riverheath area. It is also noteworthy that the traffic and parking pressure will only continue to increase as additional development occurs in the Riverheath area.

Based on a review of the situation, we concur that the proposed parking removal is necessary to ensure safe passage of two-way traffic and emergency access to the Riverheath area. Based on this information, we propose a 6-month trial to test the changes indicated in the AFD memo.



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**APPLETON FIRE DEPARTMENT
700 N. DREW STREET
APPLETON, WI 54911**

MEMORANDUM

To: Eric Lom, Traffic Engineer
From: Joseph Strauss, Battalion Chief
Date: June 28, 2018
Re: Parking issues on Banta Court

With the continued development of the Banta Court/Riverheath Way, we have experienced increased difficulties with our emergency response to the area when special events (i.e. concerts, sporting events, etc.) occur and both sides of the roadway are parked with vehicles. When the Banta Bowl is in use and the complexes on Riverheath Way have had events/concerts, our emergency response has been severely hampered due to the narrowness of the roadway.

Banta Court is a 32' wide street, which would typically be located in a residential area. When special events occur and both sides of Banta Court are parked with vehicles, the street narrows to less than 16'. The typical width of a fire engine is approximately 10' (mirror to mirror) and the typical width of a ladder truck is approximately 12' (mirror to mirror). Our problems are further complicated on Banta Court due to the curves in the roadway near John Street and vehicles are unable to park parallel to the curb.

When vehicles are parked on both sides of Banta Court, the available roadway is extremely narrow, requiring our apparatus to slow to a near crawl to safely navigate the roadway. If our apparatus is met by a vehicle approaching from the opposite direction, it is impossible for either vehicle pass. In those instances, there is no location for either vehicle to move over to allow the other to pass. We have included sample pictures of the difficulties we face when travelling on Banta Court. Additionally, there are fire hydrants along Banta Court that are encroached upon by parked vehicles potentially making it difficult for firefighting operations.

Thus, it is our recommendation that the north side of Banta Court (westbound traffic) be posted as "NO PARKING - THIS SIDE OF THE STREET" from the John Street entrance to the intersection of Riverheath Way. Further, we recommend that the northern one-half of the cul du sac area beneath the College Avenue Bridge on Banta Court also be posted as "NO PARKING - THIS SIDE OF THE STREET".

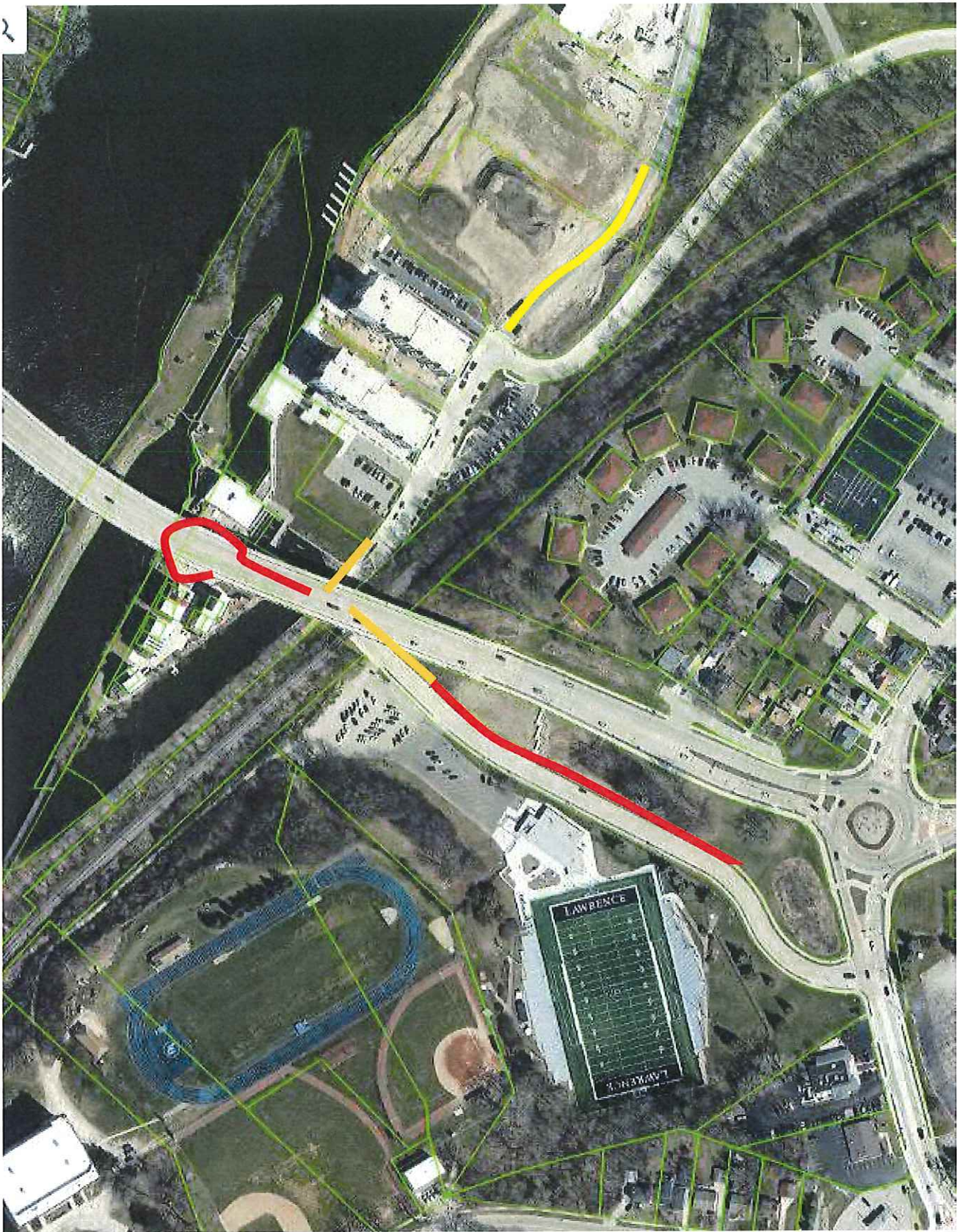
We understand that parking is at a premium near the Banta Bowl. Currently, no parking is posted on the north side of Banta Court from John Street to a point along the curve as one travels west. No

"Appleton Fire Department.....serving with P.R.I.D.E."

parking is also posted on the north side of Banta Court near the intersection of Banta Court and Riverheath Way. Also, a fire hydrant is located along the north side of the Banta Court which should be respected by those parking on the roadway. We feel that the loss of the parking beyond those areas that are currently restricted can be more than made up by individuals parking in the surface lot adjacent to Mead Pool. The majority of the issues we see occur in the Fall during football games when the pool is closed. However, we have seen increased activity from concerts sponsored by Mr. Brews Taphouse at 201 Riverheath Way. Concert goers could just as easily park at the Mead Pool lot, or in the surface lots on Riverheath Way, or finally in the marked stalls directly on Riverheath Way.

The safe response by our emergency vehicles, as well as the Appleton Police Department and Gold Cross Ambulance, should be considered in making the decision to restrict parking on the north side of Riverheath Way.

Thus, it is the recommendation of the Appleton Fire Department that the north side of Banta Court from John Street to and through the cul de sac be posted as "NO PARKING".



Yellow = Private (hotel), No Parking (they put up temporary "No Parking" signs)

Orange = already no parking based on distance to intersection, DPW posting signs

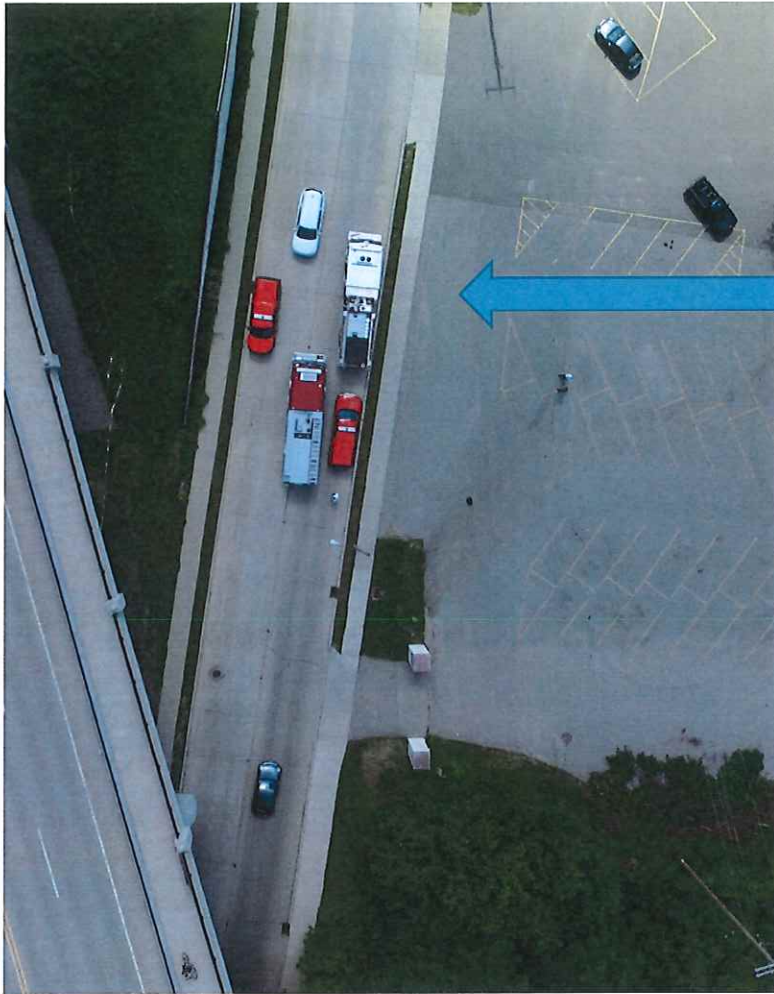
Red = Requesting making "No Parking"



This photo shows how larger vehicles (busses for football games) park along one side of the street, with smaller vehicles parking on both sides.

This allows only one lane of traffic for an emergency vehicle to travel.





This image shows how when opposing traffic comes together there is no way for vehicles to pass, or get thru the parked traffic.

When traffic is parked on both sides, there is nowhere for vehicles to move out of the way of emergency vehicles.



LAWRENCE UNIVERSITY
APPLETON, WISCONSIN

To: Eric Lom - City of Appleton Department of Public Works
From: Jake Woodford – Lawrence University Office of the President
Date: July 30, 2018
Re: Parking Restriction Changes on Banta Court – *Proposed Six-Month Trial Period*

We are in receipt of your memo to the Municipal Services Committee dated July 24 regarding parking restriction changes on Banta Court.

Lawrence University understands the need for clear first-responder access to the Banta Bowl and adjacent residential and commercial developments. While the loss of parking will exacerbate challenges during events at the stadium, we support the Fire Department's proposal to limit parking on the north side of Banta Court from John Street to and through the cul-de-sac. Furthermore, we support your approach of a six-month trial period to evaluate the effectiveness of this change before permanently revising policy.

I plan to attend the Municipal Services Committee meeting on August 6 and would be happy to answer questions on behalf of the University should any arise.



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

To: Municipal Services Committee
From: Eric S. Lom, City Traffic Engineer
Date: July 24, 2018
Re: Traffic-related ordinance changes for the Oneida St Reconstruction Project

The Oneida Street reconstruction project will be completed this fall (it also includes portions of Olde Oneida Street and Calumet Street). This memo addresses the parking restrictions that are necessary to implement the Council-approved roadway plans.

The following ordinance action is required:

1. **Repeal Ord. 04-159:** "Parking be prohibited on the west side of Orange Street from Olde Oneida Street to a point 250 feet south of Olde Oneida Street."
2. **Create:** "Parking be prohibited on the north/west side of Olde Oneida Street from Orange Street to South River Street."
3. **Create:** "Parking be prohibited on the south/east side of Olde Oneida Street from Lincoln Street to South River Street."
4. **Create:** "Parking be prohibited on Oneida Street from Prospect Avenue to the south City limits."
5. **Create:** "Parking be prohibited on Calumet Street from Oneida Street to a point 350 feet west of Oneida Street."



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

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

To: Municipal Services Committee
From: Eric S. Lom, City Traffic Engineer
Date: July 24, 2018
Re: Parking ordinance changes for the Providence Av/Apple Creek Trail Crossing Enhancement Project

The Providence Av/Apple Creek Trail Crossing Enhancement Project was recently completed. This memo addresses the parking restrictions that are necessary to implement the approved roadway plans.

The following ordinance action is required:

1. **Repeal Ord. 146-10:** "Parking be prohibited on the east side of Providence Avenue from a point 305 feet south of Windingbrook Drive to a point 440 feet south of Windingbrook Drive."
2. **Create:** "Parking be prohibited on the west side of Providence Avenue from Windingbrook Drive to a point 222 feet south of Windingbrook Drive."
3. **Create:** "Stopping, Standing and Parking be prohibited on the west side of Providence Avenue from a point 222 feet south of Windingbrook Drive to a point 407 feet south of Windingbrook Drive (tow zone)."
4. **Create:** "Parking be prohibited on the west side of Providence Avenue from Evergreen Drive to a point 407 feet south of Windingbrook Drive."
5. **Create:** "Stopping, Standing and Parking be prohibited on the east side of Providence Avenue from a point 290 feet south of Windingbrook Drive to a point 375 feet south of Windingbrook Drive (tow zone)."



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

To: Municipal Services Committee
From: Michael Hardy, Assistant City Traffic Engineer
Date: July 27, 2018
Re: Intersection traffic control at the Center St / North St intersection
Follow-up to a 6-Month Trial

As a follow-up to a citizen concern, the Traffic Section recently initiated a six-month trial period to test the installation of a stop sign for southbound traffic at the intersection of Center Street and North Street (it was previously uncontrolled). This is a three-legged intersection that is located west of Meade Street near Edison Elementary School. The land use in this general area is residential.

In our typical intersection control study, we consider traffic volumes, crash history, safe approach speeds, etc. While the traffic volumes and crash history are insignificant at this intersection, the critical approach speed is a concern. The critical approach speed at this intersection (southbound) is reduced significantly to less than 5 mph on school days with the saturation of on-street parking by school faculty and guests. Based on policy, the measured critical approach speed indicates that stop control is appropriate for southbound traffic. North Street is also a preferred route for kids walking and biking to school, with a crossing guards posted on North Street at both Meade Street and Lawe Street.

The stop control that was implemented during the trial period created a safer environment for pedestrians, bicyclists and drivers. Additionally, we received no feedback from the neighborhood. Based on this, we recommend making the change permanent.

To accomplish this, the following ordinance action is required:

1. **Create:** "Install stop signs on Center Street at North Street"

RESOLUTION

WHEREAS, Interstate 41 is a vital component of the City's transportation infrastructure; and

WHEREAS, a recommendation in the required and adopted Metropolitan Planning Organization Long Range Transportation Plan calls for the expansion of Interstate 41; and

WHEREAS, portions of Interstate 41 from WIS 26 in Winnebago County to WIS 15 in Outagamie County is already 6-Lane and portions of Interstate 41 in Brown County have been expanded to 6-lanes south to Scheuring Road; and

WHEREAS, the 6-lane to 4-lane transitions create dangerous bottlenecks with a high number of serious injury and fatal crashes; and

WHEREAS, almost daily crashes are causing significant delay, costly and dangerous clean-up activities for emergency services and City staff; and

WHEREAS, the I-41 corridor is an economic engine for the region's commuting workforce that requires travel time reliability; and

WHEREAS, I-41 is designated on the national Primary Freight Network due to the sheer number of trucks that transport products into and out of the region; and

WHEREAS, East Central Wisconsin Regional Planning Commission Transportation Committee has adopted a resolution on July 27, 2018 with the same recommendation below and many local municipalities are taking similar action; and

WHEREAS, the costs will likely be far higher to not expand the highway based on the safety and economic impacts of crashes and delays;

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

1. Request the Wisconsin Department of Transportation plan, design and expand Interstate 41 to 6-lanes between WIS 15 in Outagamie County and Scheuring Road in Brown County as soon as possible.
2. Authorize the City Clerk to certify and forward said certified copies of the Resolution to Governor Scott Walker and WisDOT Secretary of Transportation David Ross.

Adopted and approved this ____ day of _____, 2018.

City of Appleton

By: _____
Timothy M. Hanna, Mayor

City Law A18-0634

By: _____
Kami Lynch, City Clerk

CITY OF APPLETON/CITY OF MENASHA/VILLAGE OF FOX CROSSING
Valley Road – west of Chain Drive to east of Forestview Court

INTERGOVERNMENTAL AGREEMENT

FOR A CONCRETE RECONSTRUCTION/URBANIZATION PROJECT

PROJECT TITLE: Valley Road

DATE: June 20, 2018

PROPOSED IMPROVEMENT

The City of Appleton, hereinafter called "Appleton", the City of Menasha, herein called "Menasha" and the Village of Fox Crossing, herein called "Fox Crossing" through their undersigned duly authorized officers or officials, hereby enter into an agreement to reconstruct Valley Road from west of Chain Drive to east of Forestview Court as follows:

1. Concrete pavement 48 feet wide from back of curb to back of curb, with one through lane in each direction and a two way left turn lane.
2. 5-foot sidewalk on both sides of the street.
3. 5.5- foot bike lanes on both sides of the street with 2-foot buffers.
4. Underground utility work to be completed in 2020.
5. Pavement reconstruction to be completed in 2021.

COST ESTIMATE AND PARTICIPATION

PHASE	ESTIMATED COST			
	Estimated Cost	Appleton (34%)	Menasha (25%)	Fox Crossing (41%)
CONSTRUCTION:				
Roadway	\$930,000	\$316,200	\$232,500	\$381,300
Sidewalk	\$120,000	\$40,800	\$30,000	\$49,200
Storm Sewer / Inlets	\$150,000	\$51,000	\$37,500	\$61,500
Engineering & Inspection	\$50,000	\$17,000	\$12,500	\$20,500
TOTAL PROJECT COST:	\$1,250,000	\$425,000	\$312,500	\$512,500

TERMS AND CONDITIONS:

1. The City of Appleton will be the lead agency for the street reconstruction project and associated inlet and inlet lead work. Any other utility work is the responsibility of the applicable community.
2. All plans and specifications for the improvements will be provided for Menasha's and Fox Crossing's review and approval.
3. Cost share is based on frontage within each municipal boundary (City of Appleton 1722', City of Menasha 1260' and Village of Fox Crossing 2028')
4. The project cost in the agreement is an estimate. Menasha and Fox Crossing shall pay Appleton upon completion of the project based on actual costs.

City of Appleton

Attest:

Printed Name:

By:

Timothy M. Hanna, Mayor

Attest:

Printed Name:

By:

Kami Scofield, City Clerk

Provision has been made to pay the liability
that will accrue under this contract.

Approved as to form:

Anthony D. Saucerman, Finance Director

James P. Walsh, City Attorney

City of Menasha

Attest:

Printed Name: PAMELA A. CAPTAIN

By:

Donald Merkes, Mayor

Attest:

Printed Name: PAMELA A CAPTAIN

By:

Deborah A. Galeazzi
Deborah A. Galeazzi, Clerk

Village of Fox Crossing

Attest:

Printed Name:

By:

Attest:

Printed Name:

By:



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

FEES ARE NON-REFUNDABLE

☐ 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 4865571

Date Rec'd 7/9/18

☒ 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) Poole Heather A		Maiden	
Street Address 1118 W Kamps Ave	City Appleton	State WI	Zip 54914
Driver's License Number/State Identification Number		State License Issued In: WI	
Date of Birth	Sex F	Home Phone Number	Cell phone Number
Name and Address of Establishment you will be selling alcohol			

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** NOIf Yes; where? **Appleton**Have you EVER been convicted of a felony? YES **NO**

If Yes; when, where and what type of violation? (Please be specific)

Have you EVER been convicted of a misdemeanor or ordinance violation? **YES** 99 NO 2001 2017 2016
If Yes; when, where and what type of violation? (Example: speeding, OWI) **OWI - 1st, 2nd, 3rd, possession of paraphanella, Domestic 2003****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: **Heather A Poole****FOR OFFICE USE ONLY**

Department	Approve	Deny	By	Reason
POLICE		X	Miller	
Date sent to APD 7-9-18	Scheduled FVTC Class	Class Completion Date	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
Heather A Poole 01/30/1976	Bartender	Possess Drug Paraphernalia	Misdemeanor	08/23/04	9/27/04
		Disorderly Conduct (2 Counts)	Misdemeanor	07/28/07	12/10/07
		OWI	Misdemeanor	10/21/07	1/22/08
		Possess Drug Paraphernalia	Ordinance	06/19/16	8/24/16
		OWI	Misdemeanor	03/03/17	8/24/17



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TO: Safety and Licensing Committee

FROM: Sgt. Michael Medina
For Lt. Jeff Miller

DATE: 08/08/2018

RE: Denial of Heather Poole

Committee Members:

I am requesting that the Safety and Licensing Committee recommend to the Common Council to deny Heather Poole's application for a bartender's license. In addition to her most recent criminal conviction being substantially related to the ability to responsibly sell alcohol, I find Heather Poole to be a habitual law offender.

The most recent arrest of Ms. Poole occurred on 3/3/2017 where she was convicted on 8/24/17. This was her third OWI offense and is substantially related to the sale of alcohol as it shows an extreme lack of judgement relating to the use of alcohol, both in the alcohol-related nature of the offense and the fact that this was her third offense for OWI. Further aggravating this case, Ms. Poole refused the testing procedure which was found unreasonable by the court in Outagamie County case number 2017TR2475, she failed to appear in court causing a warrant to be issued by the court, and was issued citations for Possession of Drug Paraphernalia and Possession of THC (which were dismissed due to plea in OWI 3rd case).

Reviewing her prior history of police contacts, I find the following are substantially related to the sale of alcohol and demonstrate that Ms. Poole is a habitual law offender.

She was found guilty of Possession of Drug Paraphernalia in Outagamie County case number 16FO1264.

She was found guilty of OWI 2nd in Outagamie County case number 07CT1336.

She was found guilty of Disorderly Conduct-Domestic Abuse and Disorderly Conduct in Outagamie County case number 07CM1877. 1 count of Resisting or Obstructing an Officer was dismissed and read-in pursuant to the plea. The Criminal Complaint in this case identified that she was extremely intoxicated in reference to the Disorderly Conduct and Resisting or Obstructing charges and that she threw a beer can, striking the victim in the head, causing a cut in reference to the Disorderly Conduct-Domestic Violence charge.

She was found guilty of Possession of Drug Paraphernalia in Wood County case number 2004CM702.

She was found guilty of Possession of Drug Paraphernalia and Possession of THC on March 12, 2008.

The service of alcohol includes coming into contact with individuals in a very vulnerable state and the Police Department feels Ms. Poole has not demonstrated the necessary maturity and decision making capacity to be allowed a bartender's license in the City of Appleton. Her arrest and conviction record goes back many years that further corroborates the decision to recommend denial of her license request and demonstrates that she is a habitual law offender.

Very Respectfully;

A handwritten signature in dark ink, appearing to read 'Medina', with a stylized flourish extending to the right.

Sgt. Michael Medina
for Lt. Jeff Miller
Appleton Police Department

Operator's Licenses for 8/8/18 S & L

18-1120

Approved

Mary E. Alexander	314 S. Mason Street
Jeremy J. Ashauer	2724 Glenview Avenue, Kaukauna
Avery M. August	1295 W. Winneconne Avenue
Cody W. Bennett	1415 ½ N. Alvin Street
Bailey A. Bernard	2017 N. Edgewood Avenue
Jennifer A. Bloomer	120 E. Harrison Street
Jonathan F. Borchardt	3657 N. Wayman Court
Michaela M. Branagan	3148 N. Spruce Street
Nicholas J. Brouillard	2908 N. Mason Street
Darcy A. Bundy	1815 E. Newberry Street
Mercy M. Cave	510 N. Clark Street
Danielle E. Cribbs	205 W. 5 th Street, Kaukauna
Madeline A. Doberstein	732 Millbrook Drive, Neenah
Whitney M. Fahrenkrug	1311 W. Brewster Street
Nathan D. Fischer	3307 N. Casaloma Drive, #127
Kenneth H. Forsythe	W2765 Brookside Drive, Freedom
Karissa M. Glodny	543 N. Linwood Avenue
Cassandra L. Harvath	1312 W. Rogers Avenue
Malik K. Huddleston	516 N. Morrison Street
Jacob C. Jurgensen	1961 Bear Paw Trail, Kaukauna
Elora A. King	1006 W. Spring Street
Kristina M. Kriefall	913 ½ N. Division Street
Brooke R. Krueger	711 E. Harding Drive
Alexis R. Kunstman	4314 Magnolia Court
Issaac A. LeBlanc	339 S. Elm Street, Kimberly
Geralyn Magnette-Marion	815 E. Hancock Street
Calvin T. Manuel	1133 W. Oklahoma Street
Thomas F. Marshall	1166 Fieldview Drive, Menasha
Jared C. Mayer	1440 Chateau Terrace, Menasha
Lindsey M. Manion	537 N. Center Street
Clayton R. McCarthy	612 E. Florida Avenue
Jane E. Oliver	833 E. Franklin Street
David H. Peck	1133 W. Lorain Street
Dexter O. Peterson	881 Fullers Way, Menasha
Matthew S. Plach	1414 E. Janet Lane
Khrysta M. Plamann	3135 N. Country Run Drive
Noah W. Pollesch	N918 Tamarack, Fremont
Alok R. Ravel	5545 N. Rosemary Drive
Natasha M. Rivera	1209 E. Pauline Street
Erin L. Schilke	2530 Forestview Court, #4
Stefanie J. Schuh	2704 E. Theodore Lane
Martin D. Selleck	3793 Crosscreek Circle

Aggie M. Simmons
Gary J. Simpson
Tyler J. Snyder
Debra A. Sonnleitner
Amber M. Szekeres
Lori A. Theel
Courtney J. Thoma
Kristara E. Thompson
Denna C. Thompson-Gasser
Josh C. Verhagen
Shawn A. Veriha
Michelle K. Willes
Erik L. Williams
Scott M. Williams
Elena L. Zeidan

1113 W. Lorain Street
2620 Brookdale Court
523 S. Locust Street
30 Partridge Court
3115 W. Glenpark Drive, #6
3300 W. Sunnyview Road
W5262 Arbor Vitae Court, Sherwood
1420 Washington St, #45, Little Chute
1401 S. Nicolet Road
31 Golden Wheat Lane, Wrightstown
470 French Street, Peshtigo
532 ½ N. Meade Street
1037 A. Hunt Avenue, Neenah
1811 Kelly Road, Little Chute
218 E. South Island Street



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APPLETON FIRE DEPARTMENT
700 N. DREW STREET
APPLETON, WI 54911

MEMORANDUM

To: Kyle Lobner, Chair - Safety & Licensing Committee
& Common Council

From: Jeremy Hansen, Fire Chief

Date: August 1, 2018

Re: Recommendation of a Fire Records Management System

As you may recall, the Appleton Fire Department budgeted \$119,500 in the 2018 Capital Improvement Budget for the purchase of a Fire Records Management System (FRMS) resulting from Outagamie County's 12/31/18 discontinuance of the current Visual Fire/ESO records management system housed on the County's servers.

The department's Technology Committee has spent the last several months researching and reviewing software demonstrations to identify a vendor that would meet the department's needs. Those vendors included: Emergency Reporting, Zoll, Firehouse Software, ESO, and ImageTrend. There were several items to consider throughout the FRMS evaluation including a fire and EMS reporting solution with exporting capabilities to the National Fire Incident Reporting System database and the Wisconsin Ambulance Run Database System (WARDS), integration with Spillman CAD, data migration from existing fire software database to proposed vendor, paperless fire inspections, pre-fire planning functionality, inventory, permitting, investigation, and scheduling integration.

After a thorough review of the various software vendors, the department is recommending the purchase of the ImageTrend software solution in the amount of \$68,140. There will be additional costs with ImageTrend for the data migration and training that are based on the amount of data migrated and number of training hours needed which will be determined in the future. In addition, there will be on-going annual maintenance costs of \$25,140.

The software purchase is only a portion of this project. The committee is currently reviewing three scheduling software solutions that will integrate with ImageTrend. In addition, there are some hardware purchases that will be necessary for the implementation of the paperless inspection program such as tablet computers, printers, and a mobile data computer.

If you have any questions or concerns, please do not hesitate to contact me at (920) 832-5810. Thank you!

18-1125

Renewal Operator's Licenses for 8/8/18 S & L

Approved

Bryan J. Barns

John W. Moreland

Adriana Vazquez Mendoza

18 Baldwin Avenue, Oshkosh

317 N. Appleton Street

608 N. Division Street



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

REQUEST for Beer/Liquor License Premise Amendment

FEES ARE NON-REFUNDABLE

License Fee \$ 10.00
Receipt 487 16 48

Date Recv'd 7/27/18

Acct. 11030.4306

SECTION 1 – LICENSE INFORMATION

Name of Establishment: Fox Cities Performing Arts Center

Address of Establishment: 400 W College Avenue Appleton WI 54911

Name of Agent: Nicholas J. Reising

Phone Number: 920-737-3782

SECTION 2 – PREMISE AMENDMENT

Please describe the change in premises:

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

The Fox Cities Performing Arts Center will be hosting our fourth annual cookout for our Annual Partners as a thank you for their financial support throughout this past year. The event will be taking place on Wednesday, August 22, 2018 from 5:30 to 7:30 p.m.

We are planning to host this summer cookout, outdoors at the Performing Arts Center, on our Thrivent Financial Employee Plaza and in the covered valet area. Traditional Wisconsin cookout food such as burgers and brats will be provided along with a variety of beverages. To allow us to serve alcohol at this event we are requesting a one-day amendment to our liquor license.

The space will be fenced in with stanchions and has a capacity of approximately 200 people.

Is this change Permanent?

☐ YES

☒ NO

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

Although this event will be hosted on the Fox Cities P.A.C. property, it is outdoors and we will need our liquor license amended for the day to extend outside to this space.

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

Wednesday, August 22, 2018 from 5:00-8:00pm

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.

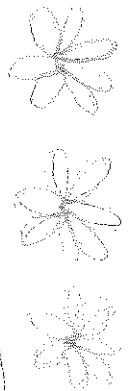
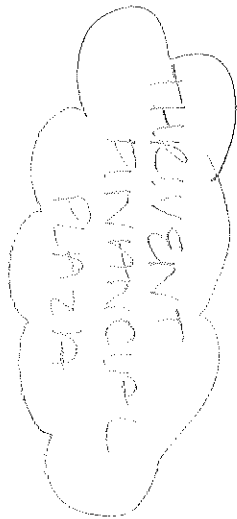
Under penalty of law, I swear that the information provided in this application is true and correct to the best of my knowledge and belief.

Signature of Applicant:

Nicholas J. Reising



KIMBERLY-CLARK THEATER



Stanchions



Stairs



Covered walkway



Stanchions

outside information space

NORTH PARKING LOT



REPORT TO CITY PLAN COMMISSION

Plan Commission Meeting Date: August 7, 2018

Common Council Meeting Date: August 15, 2018

Anticipated Date Annexation Effective: August 21, 2018 at 12:01 a.m.

Item: Apple Ridge Annexation

Staff Contact: Karen Harkness

Prepared By: Don Harp

GENERAL INFORMATION

Owners: Goodness Grace, LLC c/o Jerome R. Koleske, Manager; Otto and Mary Ann Reetz; and M & J Weyenberg Properties, LLC c/o Gerald and Mary Ann Weyenberg, Members

Contact: Apple Tree Real Estate, LLC c/o Jason Mroz

Town Where Property is Located: Town of Grand Chute

Parcel Numbers: 101156701, 101156700, part of 101156900, part of 101156100, 101157108 and part of 101157000

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

Purpose for Annexation: To allow for the future development of a subdivision, with approximately 171 single-family lots anticipated and a private recreational facility with a swimming pool.

Population of Such Territory: 0

Annexation Area: 99.1155 acres m/l

BACKGROUND

On March 16, 1992, the City of Appleton and the Town of Grand Chute agreed to and entered into an Intermunicipal Boundary Agreement pursuant to Section 66.027 and 66.30 of the Wisconsin State Statutes for the purpose of defining and expanding the provision of governmental services, including water and sewer services, by establishing the City's growth area and establishing provisions for annexation of land within the Town of Grand Chute to the City of Appleton.

STAFF ANALYSIS

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

- The area proposed for annexation is contiguous to the existing City boundary. The annexation area connects to the City of Appleton at East Apple Creek Road (C.T.H. "E") and North Ballard Road (C.T.H. "E") and an adjacent property located at 5630 North Ballard Road (C.T.H. "E").
- Annexation of the site in question is consistent with the Intermunicipal Boundary Agreement with the Town of Grand Chute.
- City sanitary sewer and water infrastructure is already installed along North Ballard Road (C.T.H. "E"). Annexation to the City of Appleton is required before the subject property could connect to the City sewer and water.
- Currently, the subject property consists of vacant, undeveloped land.
- The owners are requesting that the City Plan Commission initiate a rezoning for the subject property from temporary AG Agricultural District to a permanent zoning classification of R-1B Single-Family District. The temporary zoning classification must be made permanent in accordance with Section 23-65(d), Zoning Map Amendments, within 90 days, or the zoning will revert to AG Agricultural District.

Surrounding Zoning Classification and Land Uses:

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

South: Town of Grand Chute. The adjacent land uses to the south are currently a mix of single-family residential and agricultural uses.

East: Town of Grand Chute. The adjacent land uses to the east are currently agricultural.

West: City of Appleton. R-1B Single-Family District and Town of Grand Chute. The adjacent land uses to the west are currently a mix of single-family residential and agricultural uses.

STAFF ANALYSIS (continued)

Appleton Comprehensive Plan 2010-2030: The City of Appleton *Comprehensive Plan 2010-2030* identifies this area for future One and Two-Family Residential uses. The proposed R-1B Single-Family District zoning classification is consistent with the *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.

Policy 5.3.3 Plan for a supply of developable land suitable for residential development.

OBJECTIVE 10.1 Land Use:

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

OBJECTIVE 10.4 Land Use:

Plan for compact, efficient, and fiscally responsible growth of residential, commercial, and industrial development in new neighborhoods in order to implement the principles of smart growth.

Policy 10.4.1 Continue to guide residential growth to locations either contiguous to or within presently urbanized areas. As peripheral development occurs, it should be at a compact, urban density to ensure new neighborhoods can be efficiently served by public infrastructure.

Technical Review Group (TRG) Report: This item was discussed at the July 17, 2018 Technical Review Group meeting. No negative comments were received from participating departments.

FUTURE ACTIONS

- Per Section 23-65(e) of the Municipal Code, a temporary zoning classification of AG Agricultural District is assigned to newly annexed territory, with the permanent rezoning process taking place after the subject site has been annexed to the City. All territory annexed to the City is assigned a zoning classification as recommended by Plan Commission.
- The Plan Commission shall consider the following criteria in selection of an appropriate zoning district for the annexed land:
 - The existing land uses within the territory to be annexed;
 - The surrounding land uses that exist on adjacent properties regardless of municipal boundary lines;
 - The comprehensive plan of the City.
- The owners are requesting that Plan Commission initiate a rezoning for the subject property from temporary AG Agricultural District to a permanent zoning classification of R-1B Single-Family District. A rezoning initiated directly by Plan Commission will be processed in accordance with Section 23-65(d), Zoning Map Amendments, which includes review and action by the Common Council.
- Review and approval of a Preliminary Plat and Final Plat will be needed to subdivide the subject site. Each of these items requires action by Plan Commission and Common Council.
- Review and approval of a Special Use Permit will be needed for the proposed private recreational facility and swimming pool associated with development. The Special Use Permit requires action by Plan Commission and Common Council.

RECOMMENDATION

Staff recommends that the Apple Ridge Annexation and establishing a Temporary Zoning classification of AG Agricultural District, as shown on the attached maps, **BE APPROVED** with the following stipulation:

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

The map displays a street network in the City of Kent, Washington. A brown shaded area, identified as the 'Subject Area', is located near the intersection of Apple Hill Blvd and N Ballard Rd. The map includes the following streets:

- Mackville Rd
- Meade St
- Hy 47
- E Werner Rd
- Apple Hill Blvd
- D City Trk
- Broadway Dr
- Hollard Rd
- Wevergreen Dr
- Hy 41
- N Ballard Rd
- N French Rd
- N Lightnings Dr
- N Meadows Dr
- N Meade St
- N Evergreen Dr

Subject Area:
All of 101156701; 101156700; 101157108
Part of 101156100; 101156900; 101157000

Temporary AG

R-1B

AG

P-I

C-2

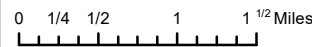
N BALLARD RD

0 1/4 1/2 1 1 1/2 Miles

City Plan Commission
8-7-18

City of Appleton

P-I



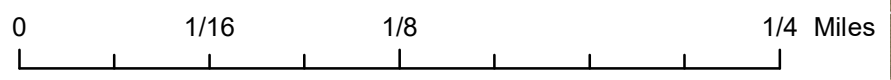
Subject Area:
All of 101156701; 101156700; 101157108
Part of 101156100; 101156900; 101157000

N BALLARD RD

E APPLE CREEK RD

CTY TKE

RIDGE HAVEN LA



COPY



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

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

Part of the Southwest 1/4 of the Fractional Northwest 1/4; part of the Southeast 1/4 of the Fractional Northwest 1/4; part of Lot 1 CSM 3850 being part of the Northwest 1/4 of the Fractional Northwest 1/4 and all of Lot 2 CSM 3863, located in part of the Northwest 1/4 of the Fractional Southwest 1/4, all located in Section 06, Township 21 North, Range 18 East, Town of Grand Chute, Outagamie County, Wisconsin, containing 4,314,471 Square Feet (99.1155Acres) of land described as follows:

Commencing at the West 1/4 corner of Section 06; thence along the North line of the Fractional Southwest 1/4 of said Section 06, S89°27'19"E, 50.00 feet to the point of beginning, thence N00°06'49"W, 577.93 feet; thence N53°43'00"E, 64.40 feet; thence N89°43'17"E, 208.13 feet; thence N00°16'43"W, 152.42 feet to the Southeast right of way of E. Apple Creek Road/CTH E; thence, along said Southeast right of way, N53°55'14"E, 296.03 feet; thence, continuing along said Southeast right of way, N81°23'24"E, 37.00 feet; thence, continuing along said Southeast right of way, N53°15'39"E, 139.50 feet; thence, S27°06'22"W, 10.06 feet; thence S26°03'45"E, 100.16 feet to the South line of Lot 1 CSM 3850; thence, along said South line and the extension thereof, S89°39'43"E, 1507.81 feet; thence S00°20'17"W, 456.72 feet; thence S28°25'33"E, 55.45 feet; thence S55°27'06"E, 135.41 feet; thence S05°33'54"E, 247.09 feet; thence S01°36'33"W, 362.73 feet; thence S07°45'07"E, 225.93 feet; thence S17°26'50"E, 171.00 feet; thence N71°17'21"E, 12.59 feet; thence S18°42'39"E, 128.23 feet; thence S05°31'46"E, 70.52 feet; thence S03°30'35"E, 188.39 feet; thence S13°52'54"W, 307.18 feet to the East/West 1/4 line of said Fractional Southwest 1/4; thence, along said 1/4 line, N89°51'14"W, 1676.30 feet to the Southeast corner of Lot 1 CSM 3359; thence, along the East line of said Lot 1 N00°08'27"W, 168.72 feet to a point on the South line Lot 4 CSM 492; thence, along said South line and the extension thereof; N42°16'25"E, 380.84 feet to a point on the South line of Lot 1 CSM 3863; thence along said South line N61°41'30"E, 121.06 feet to the Southeast corner of Said Lot 1; thence 65.78 feet along the arc of a curve to the left with a radius of 677.00 feet and a chord of 65.75 feet which bears N49°54'04"W; thence 151.14 feet along the arc of a curve to the right with a radius of 433.00 feet and a chord of 150.37 feet which bears N42°41'07"W to the East right of way line of Ridge Haven Lane; thence, along said East right of way line, N32°41'14"W, 66.19 feet to the Southeast corner of Lot 1 of said CSM 492; thence, along the East line of said Lot 1, 216.38 feet along the arc of a curve to the left with a radius of 800.00 feet and a chord of 215.72 feet which bears N50°09'58"W to the Northeast corner of said Lot 1; thence, along the North line of said CSM 492, S61°34'24"W, 219.84 feet to the Northwest corner of said Lot 1 CSM 492; thence, continuing along said North line, S82°55'15"W, 207.57 feet to the Southwest corner of Lot 2 of said CSM 492; thence N00°09'08"W, 594.57 feet to said North line of the Fractional Southwest 1/4; thence along said North line, N89°27'19"W, 352.98 feet to the point of beginning.


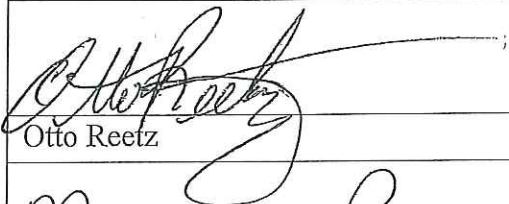

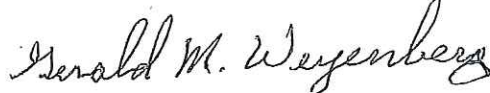
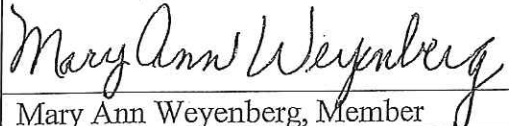
I/We, the undersigned, elect that this annexation shall take effect to the full extent consistent with outstanding priorities of other annexation, incorporation, or consolidation proceedings, if any.

I/We further respectfully request that the City Plan Commission initiate a rezoning for the subject property, from temporary AG Agricultural District to a permanent zoning classification of R-1B Single-family district.

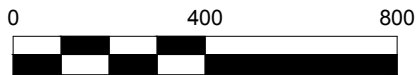
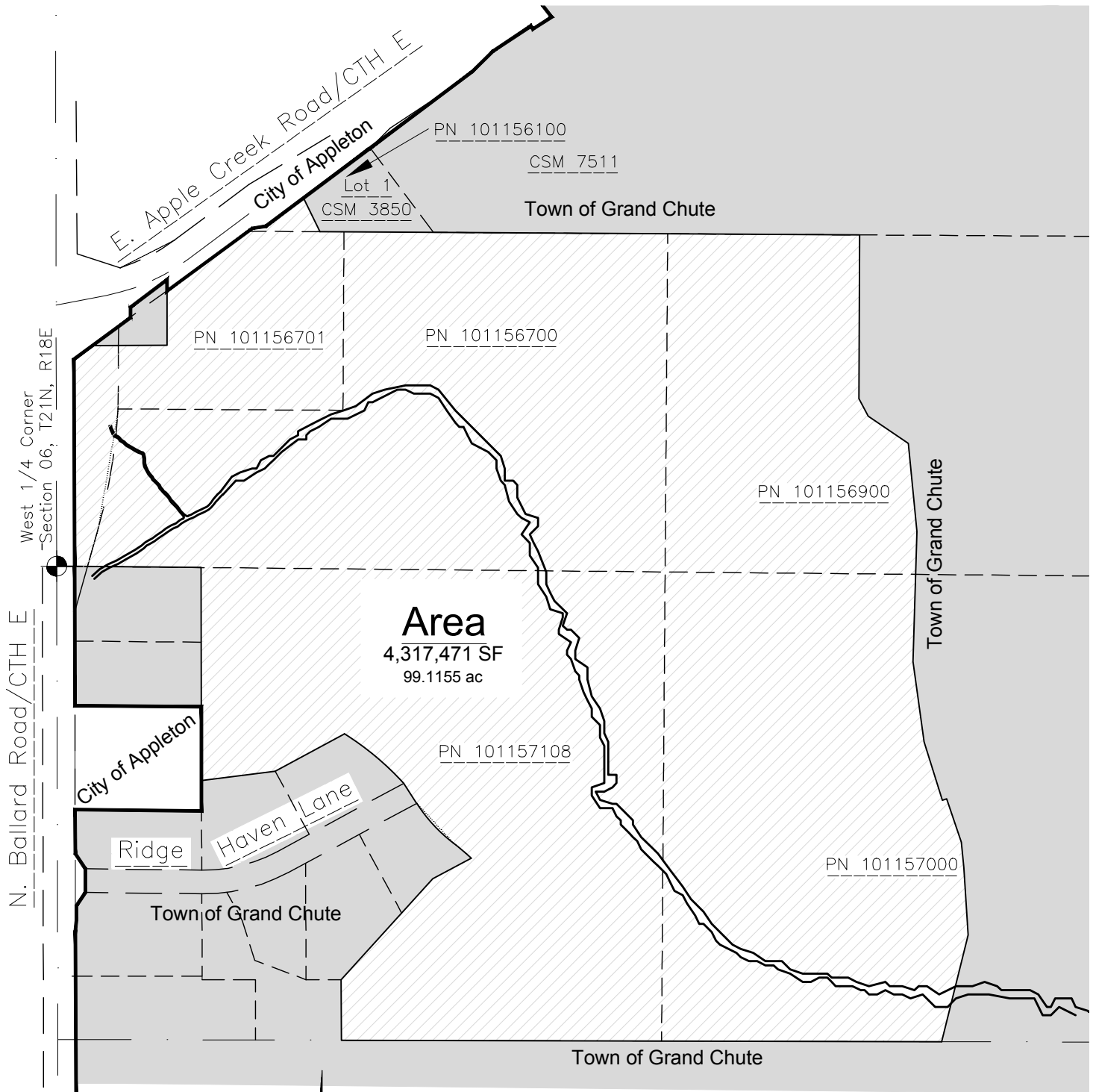
Area of lands to be annexed contains 99.1155 acres m/l.




Tax Parcel numbers of lands to be annexed: 101156701, 101156700, 101157108, part of 101156100, part of 101156900, and part of 101157000.

The current population of such territory is 0.

Signature of Petitioner	Owner	Date of Signing	Address of Petitioner (Include Zip Code)
 Jerome R. Koleske, Manager	Goodness Grace, LLC	7/3/2018	2611 North Summit Street Appleton, WI 54914
 Otto Reetz	Otto Reetz	7/2/18	2223 E. Apple Creek Road Appleton, WI 54913
 Mary Ann Reetz	Mary Ann Reetz	7/2/18	2223 E. Apple Creek Road Appleton, WI 54913
 Gerald M. Weyenberg, Member	M & J Weyenberg Properties, LLC	6/29/18	2113 E. Ridge Haven Lane Appleton WI, 54913
 Mary Ann Weyenberg, Member	M & J Weyenberg Properties, LLC	6/29/18	2113 E. Ridge Haven Lane Appleton WI, 54913

Apple Ridge Annexation



-  Appleton Corporate Limits
-  Annexation Area
-  Lands to remain T. Grand Chute



Davel Engineering & Environmental, Inc.
 Civil Engineers and
 Land Surveyors
 1811 Racine Street
 Menasha, Wisconsin
 Ph. 920-991-1866, Fax 920-830-9595



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

Department of Utilities
Water Treatment Facility
2281 Manitowoc Road
Menasha, WI 54952
920-997-4200 ph
920-997-3240 fax

TO: Chairperson Kathy Plank and Members of the Finance Committee

CC: Water Plant Operations Supervisor Joe Myers

FROM: Utilities Director Chris Shaw

DATE: July 31, 2018

RE: *Award Contract for the AWTF Chemical Systems Upgrade Project to August Winter and Sons in the amount of \$698,500 with a 15 % of contingency of \$104,775 for a project total not to exceed \$803,275*

BACKGROUND:

The Appleton Water Treatment Facility (AWTF) utilizes a group of specifically approved chemicals as part of the drinking water treatment process. Each chemical is intended to perform a unique purpose within the water treatment "train". The AWTF existing chemical storage room was designed as part of original plant construction in 2001 for the intended purpose of supporting the regulatory approved treatment processes and associated components within.

The AWTF received formal regulatory authorization effective July 1, 2017 to permanently navigate from ultra filtration membranes following the completion of the Regulatory Upgrade and Process Improvements Project (RUPIP). The successful transition to high density lime feeders, conventional filters, ultraviolet light (UV) reactors, and upgraded disinfection processes now allow the AWTF to make decisions regarding ultra filtration membrane equipment and associated processes (e.g. abandonment, repurposing, and space utilization).

The AWTF initiated Phase I of this CIP in 2018 following a preliminary engineering study in 2017. The engineering identified a plan for upgrading and modifying various chemical systems. Evidence of chemical deterioration has been observed as the age of some of the critical storage (e.g., fiberglass tanks) and conveyance components (e.g.,

PVC pipe) has approached or exceeded the normally expected life (i.e., 10-15 years). That report was utilized to develop a priority strategy based on system condition, criticality to treatment, and costs.

ENGINEERING:

Phase I systems engineered for construction during 2018 include sodium hypochlorite, fluoride, ferric sulfate, polymer, and carbon dioxide (meters). McMahon and Associates were selected as the design engineer and were tasked to develop bidding documents, obtain necessary regulatory approvals, serve as the construction manager and perform contract administration services. Phase II CIP engineering and construction activities are also planned for in 2019 and 2020 and are intended to advance the balance of the chemical systems identified for upgrades or improvements based on the preliminary 2017 Chemical Systems Evaluation which include aluminum chlorohydrate (ACH), polyphosphate, and finished water pH control.

BID PROCESS:

The project drawings and bidding documents were completed in June 2018. A pre-bid meeting was held on July 18, 2018 with good attendance. Bids were opened on July 26, 2018. There were three responsive bidders: August Winter and Sons, Reeke-Marold Company, Inc., and J.F. Ahern Company. The table below identifies the contractors' bids. August Winter and Sons provided the least cost quote. The project engineer, McMahon, recommends August Winter and Sons for this construction contract.

CONTRACTOR	BID
August Winter and Sons	\$698,500
Reeke Marold Company	\$815,000
J.F. Ahern Company	\$895,000

The 2018 budget includes funding that was carried forward from 2017 for Phase 1 and 2018 funding that was to be used for the Phase 2 of the project. Due to higher than expected bids for Phase 1 construction, funding for Phase 2 of the project will be used to complete this part of the project and Phase 2 will be included in the 2020 Capital Improvements Budget.

RECOMMENDATION:

I recommend award for the construction Phase 1 of the AWTF Chemical Systems Upgrade Project to August Winter and Sons in the amount of \$698,500 with a 15 % of contingency of \$104,775 for a project total not to exceed \$803,275.

If you have any questions regarding this project please contact me at ph: 832-5945.

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 a portion of Rocky Bleier Run, retaining walls for Rocky Bleier Run adjacent to Oneida Street Bridge in or near the City of Appleton, Wisconsin.
3. That said roadway and retaining walls will be built within the areas marked on the scale drawing, which is attached to this Relocation Order as Exhibit "A" and is incorporated herein;
4. That the legal descriptions for the acquisition and easement areas necessary for this construction are contained in Exhibits "B", "C", and "D", which are also incorporated herein;
5. That the City of Appleton will acquire a fee simple interest in the areas described in the "Legal Description for Acquisition" contained in Exhibit "B" from the present owner.
6. That the City of Appleton will also acquire Temporary Limited Easements for the areas described in the "Legal Description for Temporary Limited Easement" in Exhibit "C" from the present owner.
7. That the City of Appleton will also acquire a Permanent Limited Easement for the areas described in the "Legal Description for Permanent Limited Easement" in Exhibit "D" from the present owner.

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 _____, 2018.

I hereby certify that on this _____ day of _____, 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.

City of Appleton

ATTEST:

APPROVED:

Kami Lynch, City Clerk

Timothy M. Hanna, Mayor

Subscribed and sworn to before me
this _____ day of August, 2018.

Printed Name: _____

Notary Public, State of Wisconsin

My commission is/expires: _____

This instrument was drafted by:

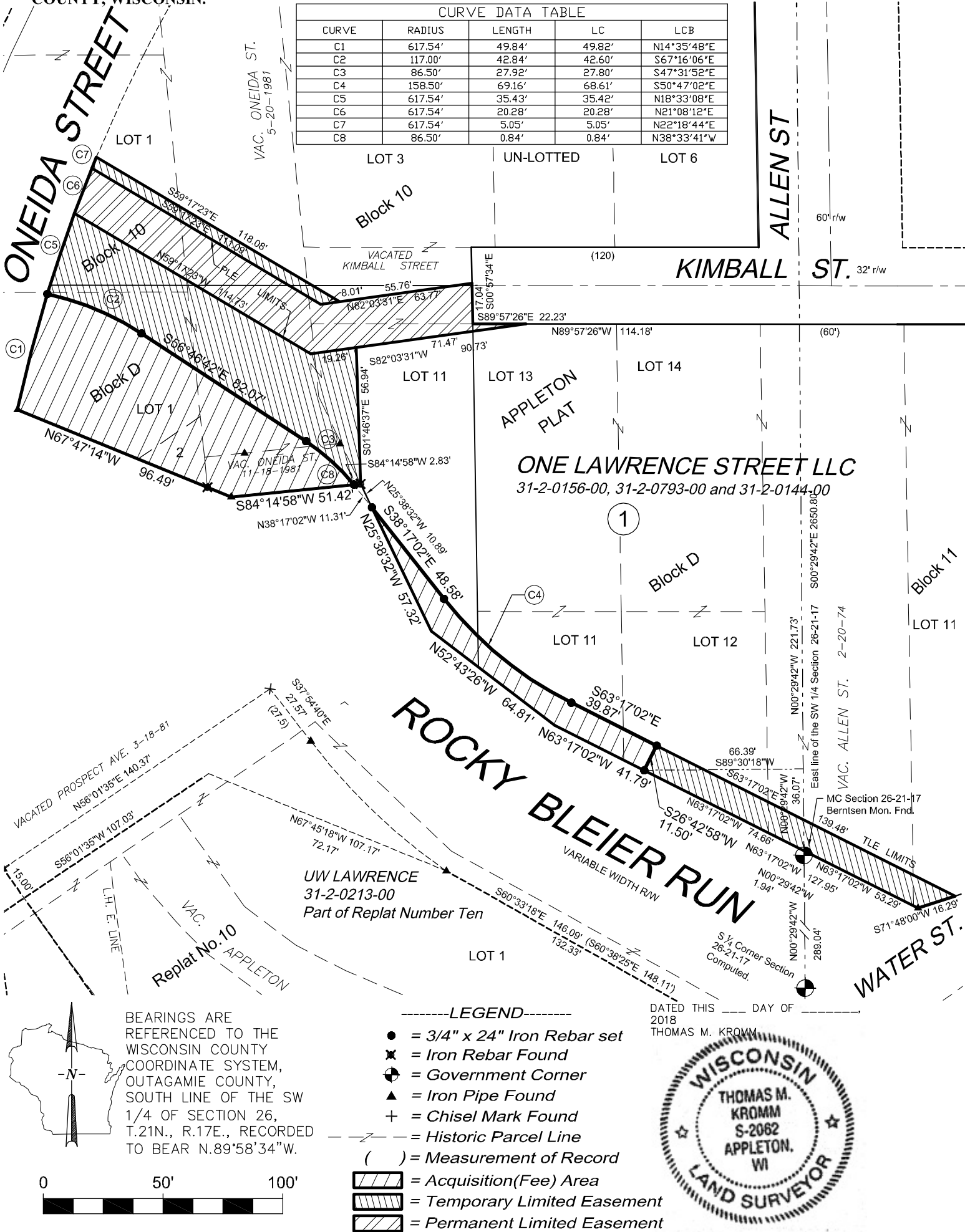
James P. Walsh, Appleton City Attorney

City Law: A18-0029

EXHIBIT "A"

ROCKY BLEIER RUN, ONEIDA STREET AND WATER STREET

RIGHT-OF WAY MONUMENTATION MAP, LOCATED IN THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 26, TOWNSHIP 21 NORTH, RANGE 17 EAST, CITY OF APPLETON, OUTAGAMIE COUNTY, WISCONSIN.



CITY OF APPLETON

DEPT. OF PUBLIC WORKS
ENGINEERING DIVISION
100 NORTH APPLETON STREET
APPLETON, WI 54911
920-832-6474

DRAFTED BY: T. KROMM

H:\Acad\row acq\2018\RockyBleier_1_Lawrence_St.LLC_0728_2018

EXHIBIT B

Legal Description for Acquisition ONE LAWRENCE STREET, LLC

Owner: One Lawrence Street, LLC, a Wisconsin limited liability company

Document: W.D. Document No. 2095916 and 2095911

Fee Interest: 6,974 total Sq. Ft. of new right-of-way

A portion of land for street right-of-way, containing 6,974 square feet of land and being all those lands of the owner within the following described area:

A part of Lot's One (1), Two (2), Eleven (11) and Twelve (12) in Block D and a part of vacated Oneida Street lying adjacent to said Lot's 1, 2 and 11 in Block D, **SECOND WARD PLAT (AKA APPLETON PLAT)**, according to the recorded Assessor's Plat of the City of Appleton, all being located in the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section Twenty-Six (26), Township Twenty-One (21) North, Range Seventeen (17) East, City of Appleton, Outagamie County, Wisconsin and being further described by:

Commencing at the South $\frac{1}{4}$ corner of said Section 26;

Thence North $00^{\circ}29'42''$ West 289.04 feet along the East line of the SW $\frac{1}{4}$ of said Section 26 to a Meander corner of said South $\frac{1}{4}$ corner;

Thence continue North $00^{\circ}29'42''$ West 36.07 feet along the East line of the SW $\frac{1}{4}$ of said Section 26;

Thence South $89^{\circ}30'18''$ West 66.39 feet to the Northeasterly line of Rocky Bleier Run and being the point of Beginning;

Thence North $63^{\circ}17'02''$ West 41.79 feet coincident with the Northeasterly line of Rocky Bleier Run;

Thence North $52^{\circ}43'26''$ West 64.81 feet coincident with the Northeasterly line of Rocky Bleier Run;

Thence North $25^{\circ}38'32''$ West 57.32 feet coincident with the Northeasterly line of Rocky Bleier Run;

Thence North $38^{\circ}17'02''$ West 11.31 feet;

Thence Northwesterly 0.84 feet along the arc of a curve to the left having a radius of 86.50 feet and the chord of which bears North $38^{\circ}33'41''$ West 0.84 feet to the Northerly line of Rocky Bleier Run;

Thence South $84^{\circ}14'58''$ West 51.42 feet coincident with the Northerly line of Rocky Bleier Run;

Thence North $67^{\circ}47'14''$ West 96.49 feet coincident with the Northeasterly line of Rocky Bleier Run to the Southeasterly line of Oneida Street (aka Oneida Skyline Bridge) per Wisconsin Department of Transportation Right of Way Plat 1657-2-21;

Thence Northeasterly 49.84 feet along the arc of a curve to the right having a radius of 617.54 feet and the chord of which bears North $14^{\circ}35'48''$ East 49.82 feet and being coincident with the Southeasterly line of Oneida Street per Wisconsin Department of Transportation Right of Way Plat 1657-2-21;

Thence Southeasterly 42.84 feet along the arc of a curve to the right having a radius of 117.00 feet and the chord of which bears South $67^{\circ}16'06''$ East 42.60 feet;

Thence South $56^{\circ}46'42''$ East 82.07 feet;

Thence Southeasterly 27.92 feet along the arc of a curve to the right having a radius of 86.50 feet and the chord of which bears South $47^{\circ}31'52''$ East 27.80 feet;

Thence South $38^{\circ}17'02''$ East 59.89 feet;

Thence Southeasterly 69.16 feet along the arc of a curve to the left having a radius of 158.50 feet and the chord of which bears South 50°47'02" East 68.61 feet;

Thence South 63°17'02" East 39.87 feet;

Thence South 26°42'58" West 11.50 feet to the point of beginning.

Part of Tax Parcel Nos. 31-2-0156-00 and 31-2-0793-00.

SEE ALSO ATTACHED EXHIBIT "A"

EXHIBIT C

Legal Description for Temporary Limited Easement ONE LAWRENCE STREET, LLC

A temporary limited easement for the purpose of facilitating adjacent construction and also grading, containing 1,538 square feet of land and being all those lands of the owner within the following described area:

A part of Lot Twelve (12) in Block D and a part of Lot Eleven (11) in Block Eleven (11) and a part of Vacated Allen Street lying between said Block D and Block 11, **SECOND WARD PLAT (AKA APPLETON PLAT)**, according to the recorded Assessor's Plat of the City of Appleton, all being located in the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section Twenty-Six (26), Township Twenty-One (21) North, Range Seventeen (17) East, City of Appleton, Outagamie County, Wisconsin and being further described by:

Commencing at the South $\frac{1}{4}$ corner of said Section 26;
Thence North 00°29'42" West 289.04 feet along the East line of the SW $\frac{1}{4}$ of said Section 26 to a Meander corner to said South $\frac{1}{4}$ corner;
Thence continue North 00°29'42" West 1.94 feet along the East line of the SW $\frac{1}{4}$ of said Section 26 to the Northeasterly line of Rocky Bleier Run and being the point of Beginning;
Thence North 63°17'02" West 74.66 feet coincident with the Northeasterly line of Rocky Bleier Run;
Thence North 26°42'58" East 11.50 feet;
Thence South 63°17'02" East 139.48 feet to the Northwesterly line of Water Street;
Thence South 71°48'00" West 16.29 feet coincident with the Northwesterly line of Water Street to the Northeasterly line of Rocky Bleier Run;
Thence North 63°17'02" West 53.29 feet coincident to the Northeasterly line of Rocky Bleier Run to the point of beginning.
Part of Tax Parcel No. 31-2-0156-00.

SEE ALSO ATTACHED EXHIBIT "A"

AND

A temporary limited easement for the purpose of facilitating adjacent construction and also grading, containing 4,632 square feet of land and being all those lands of the owner within the following described area:

A part of Lot One (1) in Block Ten (10) and a part of Lot's One (1) and Eleven (11) in Block D and a part of vacated Oneida Street lying between said Block Ten (10) and Block D, **SECOND WARD PLAT (AKA APPLETON PLAT)**, according to the recorded Assessor's Plat of the City of Appleton, , all being located in the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section Twenty-Six (26), Township Twenty-One (21) North, Range Seventeen (17) East, City of Appleton, Outagamie County, Wisconsin and being further described by:

Commencing at the South $\frac{1}{4}$ corner of said Section 26;

Thence North 00°29'42" West 289.04 feet along the East line of the SW ¼ of said Section 26 to a Meander corner to said South ¼ corner;
Thence continue North 00°29'42" West 221.73 feet along the East line of the SW ¼ of said Section 26 to the South line of Kimball Street;
Thence North 89°57'26" West 114.18 feet coincident with the South line of Kimball Street;
Thence South 82°03'31" West 71.47 feet to the point of beginning;
Thence South 01°46'37" East 56.94 feet to a point on the Northerly line of Rocky Bleier Run;
Thence South 84°14'58" West 2.83 feet coincident with the Northerly line of Rocky Bleier Run;
Thence Northwesterly 27.08 feet along the arc of a curve to the left having a radius of 86.50 feet and the chord of which bears North 47°48'31" West 26.97 feet;
Thence North 56°46'42" West 82.07 feet;
Thence Northwesterly 42.84 feet along the arc of a curve to the left having a radius of 117.00 feet and the chord of which bears North 67°16'06" West 42.60 feet to the Southeasterly line of Oneida Street (aka Oneida Skyline Bridge) per Wisconsin Department of Transportation Right of Way Plat 1657-2-21;
Thence Northeasterly 35.43 feet along the arc of a curve to the right having a radius of 617.54 feet and the chord of which bears North 18°33'08" East 35.42 feet and being coincident with the Southeasterly line of Oneida Street per Wisconsin Department of Transportation Right of Way Plat 1657-2-21;
Thence South 59°17'23" East 114.73 feet;
Thence North 82°03'31" East 19.26 feet to the point of beginning.

AND

A temporary limited easement for the purpose of facilitating adjacent construction and also grading, containing 573 square feet of land and being all those lands of the owner within the following described area:

A part of Lot One (1), in Block 10 and a part of vacated Oneida Street lying between said Block Ten (10) and Block D and a part of vacated Kimball Street lying between said Block Ten (10) and Block D, **SECOND WARD PLAT (AKA APPLETON PLAT)**, according to the recorded Assessor's Plat of the City of Appleton, all being located in the SE ¼ of the SW ¼ of Section Twenty-Six (26), Township Twenty-One (21) North, Range Seventeen (17) East, City of Appleton, Outagamie County, Wisconsin and being further described by:

Commencing at the South ¼ corner of said Section 26;
Thence North 00°29'42" West 289.04 feet along the East line of the SW ¼ of said Section 26 to a Meander corner to said South ¼ corner;
Thence continue North 00°29'42" West 221.73 feet along the East line of the SW ¼ of said Section 26 to the South line of Kimball Street;
Thence North 89°57'26" West 136.41 feet coincident with the South line of Kimball Street;
Thence North 00°57'34" West 17.04 feet coincident with the current West line of Kimball Street;
Thence South 82°03'31" West 55.76 feet to the point of beginning;
Thence continue South 82°03'31" West 8.01 feet;
Thence North 59°17'23" West 111.09 feet;
Thence Northeasterly 5.05 feet along the arc of a curve to the right having a radius of 617.54 feet and the chord of which bears North 22°18'44" East 5.05 feet and being coincident with the Southeasterly line of Oneida Street per Wisconsin Department of Transportation Right of Way Plat 1657-2-21;

Thence South 59°17'23" East 118.08 feet to the point of beginning.

Part of Tax Parcel Nos. 31-2-0144-00 and 31-2-0793-00.

SEE ALSO ATTACHED EXHIBIT "A"

EXHIBIT D

Legal Description for Permanent Limited Easement ONE LAWRENCE STREET, LLC

A permanent limited storm sewer easement, containing 3,615 square feet of land and being all those lands of the owner within the following described area:

A part of Lot One (1) in Block Ten (10) and a part of Lot's Eleven (11) and Thirteen (13) in Block D and a part of vacated Oneida Street lying between said Block Ten (10) and Block D and a part of vacated Kimball Street lying between said Block Ten (10) and Block D, **SECOND WARD PLAT (AKA APPLETON PLAT)**, according to the recorded Assessor's Plat of the City of Appleton, , all being located in the SE ¼ of the SW ¼ of Section Twenty-Six (26), Township Twenty-One (21) North, Range Seventeen (17) East, City of Appleton, Outagamie County, Wisconsin and being further described by:

Commencing at the South ¼ corner of said Section 26;

Thence North 00°29'42" West 289.04 feet along the East line of the SW ¼ of said Section 26 to a Meander corner to said South ¼ corner;

Thence continue North 00°29'42" West 221.73 feet along the East line of the SW ¼ of said Section 26 to the South line of Kimball Street;

Thence North 89°57'26" West 114.18 feet coincident with the South line of Kimball Street to the point of beginning;

Thence South 82°03'31" West 90.73 feet;

Thence North 59°17'23" West 114.73 feet to the Southeasterly line of Oneida Street (aka Oneida Skyline Bridge) per Wisconsin Department of Transportation Right of Way Plat 1657-2-21;

Thence Northeasterly 20.28 feet along the arc of a curve to the right having a radius of 617.54 feet and the chord of which bears North 21°08'12" East 20.28 feet and being coincident with the Southeasterly line of Oneida Street per Wisconsin Department of Transportation Right of Way Plat 1657-2-21;

Thence South 59°17'23" East 111.09 feet;

Thence North 82°03'31" East 63.77 feet to the current West line of Kimball Street;

Thence South 00°57'34" East 17.04 feet coincident with the current West line of Kimball Street;

Thence South 89°57'26" East 22.23 feet coincident with the South line of Kimball Street to the point of beginning.

Part of Tax Parcel Nos. 31-2-0793-00, 31-2-0144-00 and 31-2-0156-00

SEE ALSO ATTACHED EXHIBIT "A".



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

**PARKS, RECREATION & FACILITIES
MANAGEMENT**

Dean R. Gazza, Director

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

TO: Finance Committee

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

DATE: 8/6/2018

RE: Action Item: Award contract to Commercial Horizons for design and engineering services for the Appleton Public Library for a contract of \$347,000.

On April 9, 2018 and April 17, 2018 the City Council and the Library Board, respectively, voted to support the city's efforts to include the library's needs as identified in a mixed use development with Commercial Horizons towards the development of a mixed-use library project on the current site of the Soldier's Square Parking Ramp. The Commercial Horizons team consists of OPN Architects (library consultant), EUA Architects (architect) and Miron Construction (general contractor).

This memo requests to award a contract to Commercial Horizons to provide the following services for the continued planning towards the library and a temporary parking solution during the phasing of construction. The 2018 Capital Improvement Plan includes \$500,000 in funding for the library.

This contract includes:

- Site development and building coordination for the new library.
- Programming and public outreach for the new library.
- Library schematic design.
- Site development for a temporary parking solution.
- Topographic & schematic parking lot layouts for temporary parking.

The Commercial Horizon team continues to demonstrate an understanding and approach to the library project that demonstrates their depth of experience and knowledge in library and mixed use design and construction and recommend awarding this contract so planning for the library can continue.

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

cc: Mayor Timothy M. Hanna

City of Appleton
100 N Appleton Rd
Appleton Wi 54912
Attn: Utility Committee

7/17/18



RE: 306 248 200 & 306 251 200
Storm water billing for 1600 W. Haskel St Appleton

Last June I sent a letter to the finance department complaining about the 30% increase in storm water charges which were already very high (see included letter).

The department recommended I send a note to you underlining that about half the property is gravel or grass.

In this respect I have included a map which shows that the gravel and grass area (yellow) is about 50% of the property.

Respectfully,

A handwritten signature in blue ink, appearing to read 'Mario Maggiorana', written in a cursive style.

Mario Maggiorana
(Owner)
1513 E Harding Dr. #5
Appleton Wi 54915
920-422-0770

Walden Square Townhouses

1513 East Harding Drive, Ste. 5
Appleton, Wisconsin 54915
(920) 738-7070
(920) 968-7243 Fax
waldentownhouses@att.net

6/7/18

City of Appleton
100 N. Appleton St
Appleton WI 54912

Finance department
Attn: Sue Olson

RE:Account numbers: 306 248 200 & 306 251 200

The new calculations about the impervious surfaces are substantially higher: close to 30%; therefore, the annual bill is also substantially higher to about \$3350.00/a year or about \$280.00/month.

This expense is very difficult to sustain and comes on top of the real-estate taxes.

I also question the policy that a gravel parking lot should be considered impervious surface: Does not seem fair.

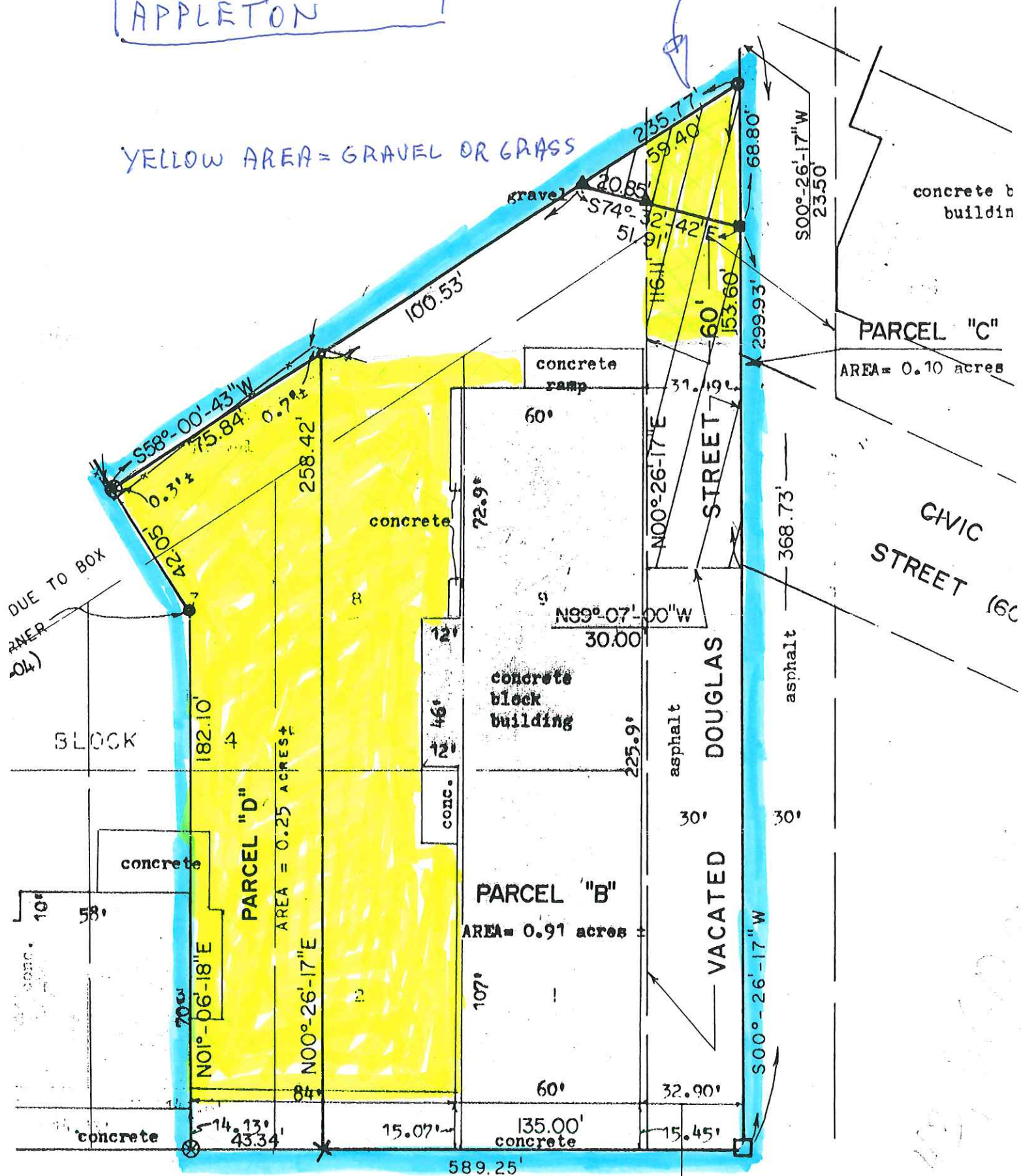
This is an old industrial park; over 10 years ago I asked the city for a T.I.F. which was denied. With the exception of a few owners including myself, the rest doesn't make any improvements letting the area to deteriorate. This building is for rental and you realize that the rent has to be low compared to new industrial parks. Right now, this building is completely vacant. This additional storm sewer charges are like the "final nail in the coffin".

I would like to explain all of this to you; let me know if and when you are available.

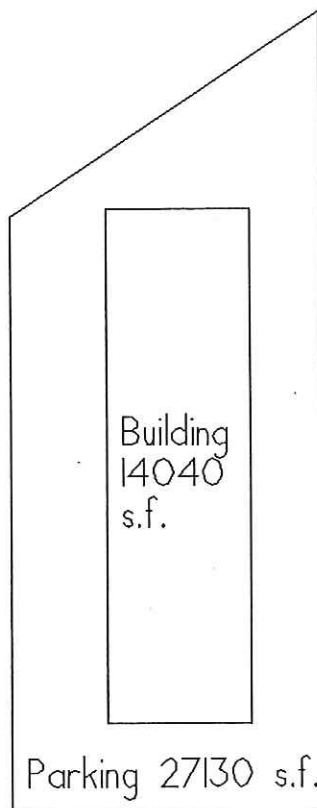
Best Regards,
Mario Maggiorana
(920-427-0770)

— AILRC —

GRASS



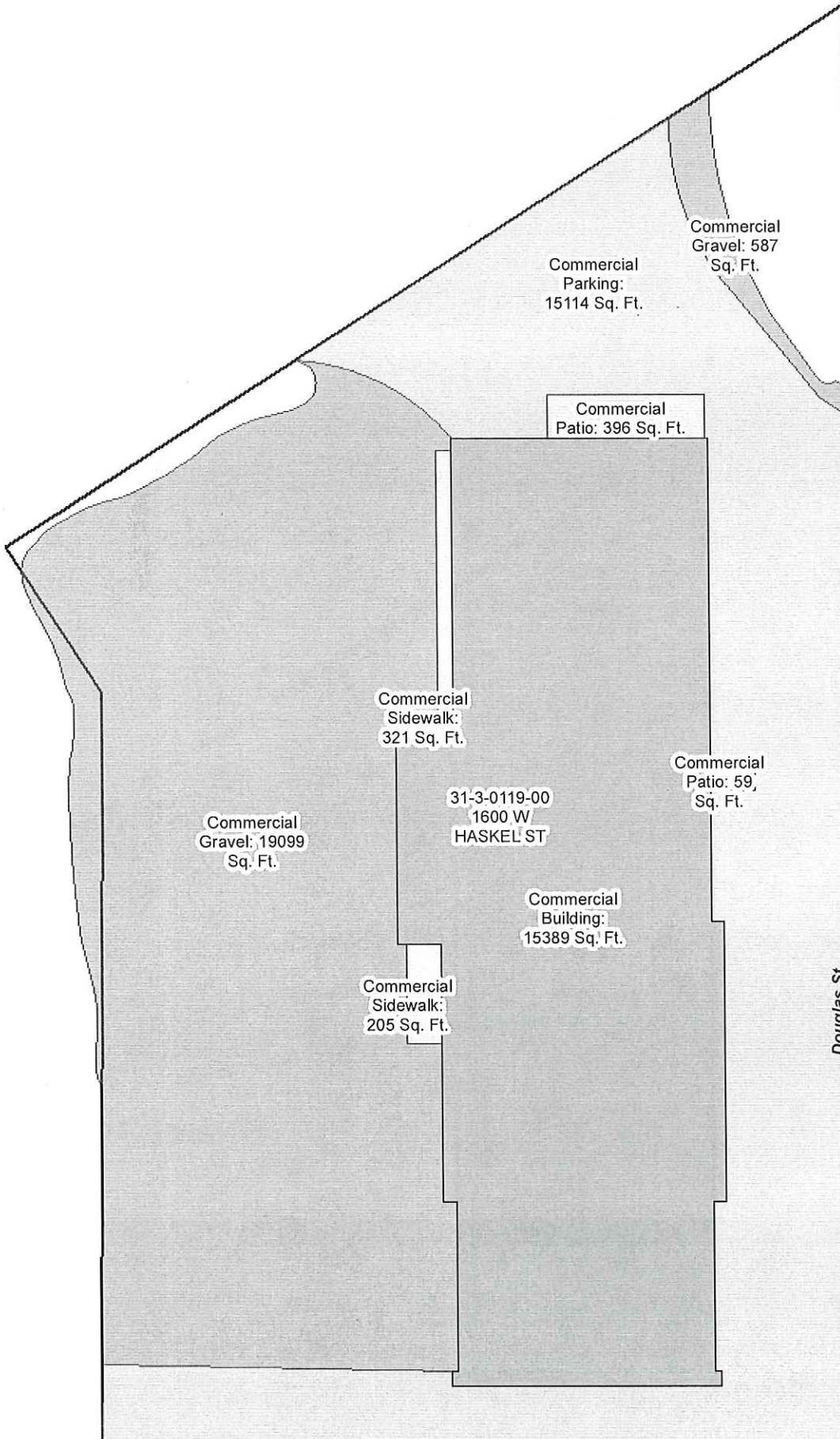
313011900



Key 313011900
G&S Machine Co. Inc.
W. Haskel St.
Total Area=41170 s.f.

1995

3011900



2018





Melissa L. Suttner

From: Kurt Eggebrecht
Sent: Wednesday, August 01, 2018 1:08 PM
To: Chris Ray
Cc: Melissa L. Suttner
Subject: RE: Variance request

Chris,

Thanks for your quick response. I will place this request on our next Board of Health meeting agenda. The Board will meet next week Wednesday, August 8, at 7am in room 6A of the City Center located at 100 N. Appleton Street. Although it is not a requirement it is always helpful for the requesting party to attend this meeting to answer any questions the Board may have.

Thanks,
Kurt

Kurt Eggebrecht
Health Officer
Appleton Health Department
920-832-6429
www.appleton.org

From: Chris Ray [mailto:chrisraybooking@gmail.com]
Sent: Wednesday, August 01, 2018 12:44 PM
To: Kurt Eggebrecht <kurt.eggebrecht@appleton.org>
Subject: RE: Variance request

The noise source will be provided by a DJ. To minimize the irritation or aggravation of the neighborhood you selected the time specifically between noon and 3 an effort not to be too early disturbing people who are not waking up an interview event early enough that it doesn't disturb anyone trying to sleep. Also the date takes place during Oktoberfest which within itself will provide a noise of its own. We're just bringing a different sound. The letter can be sent to my address at 1500 East Longview Drive Apartment 30 Appleton Wisconsin 54911. Thank you again or your time.

On Aug 1, 2018 12:38 PM, "Kurt Eggebrecht" <kurt.eggebrecht@appleton.org> wrote:

Chris,

Thanks for your email. To assist us in processing this request can you identify the source of the noise, steps you are taking to minimize neighborhood complaints and the mailing address to send the requested variance.

Thanks,

Kurt

Kurt Eggebrecht

Health Officer

Appleton Health Department

920-832-6429

www.appleton.org

From: Chris Ray [mailto:chrisraybooking@gmail.com]

Sent: Wednesday, August 01, 2018 12:18 PM

To: Kurt Eggebrecht <kurt.eggebrecht@appleton.org>

Subject: Variance request

Greetings Appleton Health Department,

This is a request for a variance from the noise ordinance. The event is called the Truth Music Jam and it will take place at City Park on Saturday Sept 29th from noon until 3pm. This event is organized and under the charge of myself, Christopher Ray. Thank you for your time.

Sincerely,

Chris Ray

chrisraybooking@gmail.com

Focused Culture LLC

920-378-4209

CHICKEN KEEPING

RULES AND REGULATIONS

Incorporated into Sec. 3-52 and adopted
pursuant to Sec. 7-28, Appleton Municipal Code

~~April 26, 2017~~

In conjunction with the adoption of Sec. 3-52(d), the following rules, regulations and restrictions are hereby adopted:

1. Persons desiring to keep chickens within the City of Appleton shall obtain an annual permit from the Health Department. Fees for said permits shall be on file with the Health Department. Before a permit is issued, the applicant must provide a plan on the form provided by the City that includes a detailed diagram of the coop location including distances from nearby structures on neighboring properties, coop design and materials plan, a plan to dispose of manure in a safe and adequate manner and comply with Wisconsin Department of Agriculture, Trade and Consumer Protection's premises registration program. ~~Upon receiving a completed application, the Health Department will notify all property owners immediately abutting the property where the chickens will be kept, including those properties diagonally abutting the subject property, including properties located across an alley but not including properties located across a street. Property owners written objections must be received within 14 working days and contain the name, address, phone number and reason for the objection.~~
- ~~2. Upon receipt of written objection, the application shall be denied by the Health Officer. The applicant may appeal this decision to the Safety and Licensing committee per APPEALS Section ten (10) below.~~
- ~~3~~2. The keeping of up to ~~4~~6 chickens, with a permit is allowed on single family or two family dwellings only. Permits will not be allowed on commercial or mixed-use occupancies.
- ~~4~~3. The term "chicken" used throughout these regulations shall exclusively mean a female gallinaceous bird or hen of any age (including chicks). The term "chicken" does not include roosters or other kinds of fowl, including but not limited to, ducks, quail, grouse pheasant, turkeys, peacocks, emus, ostriches or the like.
- ~~5~~4. Property Requirements
 - a. Written permission from the property owner is required if the permit applicant does not own the property where chickens will be kept.

- b. Chickens shall not be kept or maintained upon a vacant lot, inside a residential dwelling unit including basements, porches, garages, sheds or similar storage structures.
- c. A coop shall be located in the rear yard of the license holder's residence. For purposes of these regulations, "rear yard" shall be defined by the Zoning Code Chapter 23.
- d. Coop and chicken run placement shall be at a minimum of, but not limited to, a three (3) foot setback from side and rear yard lot lines. If not attached to an accessory structure such as a garage or shed, coop placement must be a minimum of 10 feet from any structure of the parcel. In addition, coops shall not be closer than twenty-five feet to a residential dwelling, church, school or business on an abutting lot.

65. Coop Design

- a. All chickens shall be kept and maintained within a ventilated and roofed coop in compliance with any applicable city codes.
- b. The coop's structural floor area shall be no less than ~~three-two (32)~~ square feet per bird, and the height of the coop shall not exceed eight (8) linear feet as measured vertically from the coop's grade level to the outside highest point of the coop.
- c. All coops, including an attached chicken run enclosure, shall be enclosed with wire netting or equivalent material that prevents chickens from escaping the coop and predators from entering the coop. The chicken run enclosure shall be limited to a maximum of ~~24-100~~ square feet.
- d. Coops shall be built in a workmanlike manner with quality materials and shall be moisture resistant.
- e. All coop floors shall be composed of a hard, cleanable surface, e.g., painted or sealed wood, linoleum, hard plastic, and shall be resistant to rodents, therefore, a dirt floor is not acceptable.
- f. Coops shall be entirely removed from the property within thirty (30) days of a previously issued permit expiring and not being renewed.

76. Conditions for Keeping and Sanitation

- a. Not more than ~~four-six (46)~~ chickens may be kept on a property.

- b. Chickens shall be kept or maintained within a coop or attached chicken run enclosure at all times and be provided with adequate water, feed and shelter.
- c. Deceased chickens shall be disposed of immediately in a safe manner, which may include trash disposal after placing the deceased chicken in a sealed bag.
- d. ***Unusual illness or death of chickens shall be immediately reported to the Health Department.***
- e. Offsite sale of eggs is prohibited except as otherwise permitted by the State of Wisconsin and USDA.
- f. Coops and chicken runs shall be cleaned of hen droppings, uneaten feed, feathers and other waste as necessary to ensure the birds health and minimize odor and other nuisances.
- g. Feed shall be stored in containers which make the feed inaccessible to rodents, vermin, wild birds and predators.
- h. Culling of chickens kept pursuant to a permit, on the permit holder's property, is permissible.

87. Permits and Fees

- a. Permits shall be issued on an annual basis and expire on December 31st.
- b. Permits shall not be transferrable and license application fees shall not be prorated or refundable.
- c. The Health Officer, or designee thereof, is authorized to issue a permit pursuant to this section upon the applicant satisfying all requirements set forth herein and upon confirmation from Health and/or the Building Inspections Department that all set back requirements are met and all work requiring permits has been completed.
- d. Applications that are not approved shall, upon written request from the applicant, and received by the Health Officer within **fifteen (15) days** of denial, be reviewed by the Safety and Licensing Committee at its next regularly scheduled meeting.

98. Enforcement

- a. Permits for the keeping of chickens are issued by the Health Department. The Health Department, Police Department and Inspections Division of the Public

Works Department shall also have jurisdiction to investigate and enforce any failure to comply with these requirements. These departments may issue compliance orders and citations pursuant to these requirements and the municipal code section under which they are adopted, other sections of the municipal code that may apply and state law.

- b. Violations of these requirements may also constitute a public nuisance under the City of Appleton Municipal Code and Wisconsin Statutes.
- c. In addition to any other penalties imposed, any actual costs incurred by the City resulting from the abatement of a nuisance or other violation of these rules and regulations shall be collected by the City as a debt from the owner, occupant or person causing, permitting or maintaining the nuisance and, if notice to abate the nuisance or violation has been given to the owner, such cost shall be assessed against the real estate as a special charge.
- d. In addition to issuing citations for violations, the City shall have the right to suspend or revoke any permit issued pursuant to this section for violations of ordinances, laws or requirements regulating activity and for other good cause.

9. Appeals

- a. Any person aggrieved by the denial of a permit or by suspension or revocation of a permit by the Health Officer, or by any temporary suspension or any other order may appeal any such order to the Safety and Licensing Committee within fifteen (15) days of denial, suspension or revocation of a permit or issuance of the order. The Safety and Licensing Committee 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 Committee shall make a recommendation to the Common Council regarding approval of said permit. The City Clerk's Office shall make and keep a record of all proceedings related to any such appeal and the record and actions of the Safety and Licensing Committee shall be subject to review by certiorari by court of record.

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10. Severability

- a. If any section of these rules and regulations is found to be unconstitutional or otherwise invalid, the validity of the remaining sections shall not be affected.

5-25-177/31/2018

City Law A17-0245

AMENDED AND RESTATED DEVELOPMENT AGREEMENT

TAX INCREMENT DISTRICT NO. 11 (Development Area #1)

THIS AMENDMENT AND RESTATEMENT TO THE DEVELOPMENT AGREEMENT dated December 19, 2017 is by and among **BLUFF SITE DEVELOPMENT, LLC, nka ONE LAWRENCE STREET, LLC**, a Wisconsin limited liability company (the “Developer”), **U.S. VENTURE, INC.**, a Wisconsin corporation (the “USV”), and **CITY OF APPLETON**, a Wisconsin municipal corporation (the “City”).

RECITALS:

City, Developer and USV acknowledge the following:

A. On August 2, 2017, the City created Tax Increment District No. 11 (the “District”) pursuant to Section 66.1105, Wis. Stat. (the “Tax Increment Law”) and approved a plan for the redevelopment of the District (the Project Plan”), which Project Plan set forth in the City’s Master Development Plan for the district, and which Project Plan is depicted on Exhibit A.

B. On August 9, 2017, the Joint Review Board approved the creation of the District and the adoption of the Project Plan.

C. Developer is proposing a project on a portion of area of the District identified as “Development Area #1”.

D. Consistent with the Project Plan, USV and City intend to undertake the following that will increase its value and provide other tangible benefits to the surrounding neighborhoods and to the City as a whole:

1. A new corporate headquarters for U.S. Venture, Inc. with a projected value of \$54.5 Million to be located on or near the parcel formerly occupied by Michiels Fox Banquet Rivertype Catering. The initial site map for the development is attached hereto as Exhibit B (the “Property” or the “Michiels Property”); however, USV may add additional property, remove property and/or reconfigure the Property and in such event USV shall update said Exhibit.
2. The new office building will consist of multiple floors, above a multi-level underground parking garage.
3. USV shall own the office building, and the City will own the underground parking garage. Ownership will be in the form of a condominium

consisting of two units. One Lawrence Street, LLC, a Wisconsin limited liability company ("Developer") will convey the Michiels Property to USV upon payment of the purchase price by the City. Upon the creation of the condominium, USV shall convey the Parking Unit to the City.

4. USV will own as part of the Office Unit all of the land and area outside of the buildings on the Property. The public will not be allowed access to the Property depicted on Exhibit B as that will be private property owned exclusively by USV. Developer and USV shall grant reasonable easements to the City during construction.
5. USV shall grant the City a permanent easement for public access to the Parking Unit at designated entrances, as mutually agreed upon by USV and the City. The layout will be addressed in the parking plans, and the entrances will be at locations substantially similar to Exhibit C attached hereto.
6. The estimated cost of the Parking Unit as of the date of the signing of this Development Agreement is \$25 Million. USV and the City acknowledge that the construction of the Parking Unit will require substantial financial resources and acknowledge that at the time of entry into this Development Agreement, the engineering necessary to establish a final cost for the Parking Unit has not been completed. USV and the City will use their best efforts to work to ensure the project does not exceed \$25 Million.

E. The City desires to encourage economic development including the elimination of slum and blight, expand its tax base, and create new jobs within the City, the District and the Property. The City finds that the development of the Property as described above and the fulfillment, generally, of the terms and conditions of this Agreement are in the vital and best interests of the City and its residents and serve a public purpose in accordance with state and local law.

F. The project would not occur without the use of Tax Incremental Financing and for the fact that USV has been granted tax credits pursuant to Section 238.399 of the Wisconsin Statute from the Wisconsin Economic Development Corporation ("WEDC") in the amount of \$20,000,000, subject to the terms and conditions of said agreement between the WEDC and USV.

G. The total current acreage of the parcel on Exhibit B attached hereto is 4.24, which acreage may be expanded by USV pursuant to Section D.1. above. The Property is located within the boundaries of the District.

H. The Project Plan includes parcels of real property owned by Developer located in the City and described on Exhibit B on the Site Plan, attached hereto (the “Project Area” or “Project”), consisting of the following:

1. A substantial portion of the former Michiels Fox Banquet Rivertyme Catering located at 111 Kimball Street.
2. A smaller portion of the former Trinity Lutheran Church located at 209 Allen Street, Appleton.

I. In addition, the Project Area includes City Parcel No. 31-2-0152-00, 229 South Morrison Street, Appleton.

J. The parties agree that this Agreement and any obligations of the parties for the Project Area shall be null and void if:

1. Any party determines in its sole discretion that the net City Investment that USV expects to receive from the City will be reduced because of any local, state or federal taxation.
2. USV determines in its sole discretion that the net incentive monies or credits that USV expects to receive from the WEDC will be reduced because of any local, state or federal taxation.

K. USV and Developer have approved this Agreement and the representatives have the authority to execute this Agreement on behalf of the respective entities.

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

M. The effective date of this Agreement shall remain December 19, 2017, which is the original date the Appleton Common Council approved the Project.

ARTICLE 1 PURPOSE

- 1.1 Purpose of Agreement. The Parties have agreed upon a general plan for redevelopment of the Property. The purpose of this Agreement is to formalize and record the understandings and undertakings of the parties and to provide a framework within which the redevelopment of the Property will take place.

ARTICLE 2
DESCRIPTION OF PROJECT AREA

- 2.1 The Development Area depicted on Exhibit A will be redeveloped and improved with site improvements as generally depicted on the attached Exhibit B.
- 2.2 The Development Area is zoned CBD Central Business District and R3 Multi-family District and the Project Area shall be consistent with that zoning designation under the Zoning Code.
- 2.3 Upon the payment of the purchase price, Developer will convey the Property to USV.
- 2.4 A two (2) unit condominium will be created, consisting of the Office Unit and the Parking Unit. All land and area outside of the buildings, including any developable air rights above the Parking Unit, will be part of the Office Unit.
- 2.5 Each of USV and the City will be solely responsible for the cost of maintaining, repairing and replacing its own Unit.
- 2.6 The unit owners will share in the costs to operate, maintain, repair and replace any condominium common elements. The condominium documents will contain provisions relating to the design, construction, operation, and maintenance of the Parking Unit, including:
- Design of the Parking Unit, especially any elements of the Parking Unit, which may be above grade.
 - Maintenance, cleaning, and repair schedules.
 - Access control and security requirements.
- 2.7 The Condominium Association will hire a consultant to inspect the ramp and ensure structural integrity every third year and the City will make all ramp repairs within the time frame recommended by the consultant.
- 2.8 Governance of the condominium will be by an association of its owners.
- 2.9 USV desires to have the City use the same architect and construction manager for the Parking Unit and Office Unit, which is understood to be Hoffman Planning, Design and Construction. Hoffman will be retained by USV and the City. Hoffman shall be retained as Construction Manager. The City and Hoffman shall work cooperatively to establish a delivery system acceptable to both of them. Walker Parking Consultants shall be retained by Hoffman to assist in design of the parking structure.

- 2.10 The City, USV and Developer shall cooperate in any efforts to secure other governmental funding sources for the Project Area.

ARTICLE 3 UNDERTAKINGS OF THE CITY

The City agrees that it shall:

- 3.1 The City has created the District and shall appropriate sufficient funds for the performance of the City's obligations under this Agreement.
- 3.2 The City shall undertake the construction of the Parking Unit. The City and USV will use their best efforts to construct the Parking Unit in an expeditious manner. The City shall cooperate with USV throughout the implementation of the Project Plan and shall promptly review and/or process all submissions and applications in accordance with applicable City ordinances.
- 3.3 The City, USV and Developer agree that there will be no reimbursement for any activities prior to the creation of the District.
- 3.4 The City will provide an investment to USV (the "City Investment") in the amount of \$8,000,000. The timing of City Investment payment will coincide with attainment of the occupancy permit for the Office Unit.
- 3.5 The purchase price payable by USV to the Developer for the Office Unit (including the real estate for any green space and surface parking surrounding the Office Unit) as defined in Exhibit B shall be zero dollars (\$0.00).
- 3.6 The purchase price payable by the City to Developer for the Property will be \$1,802,887.99 plus a per diem cost of \$171.67 from August 1, 2018 to the date of closing. The Developer will also be reimbursed all directly attributable costs incurred by Developer to close the transaction including, but not limited to: survey costs, Wisconsin transfer tax, title insurance, attorneys' fees, and all other cost associated with conveying the land to USV. No construction may begin on the Rivertype Property prior to closing.
- 3.7 The City shall provide 1,000 parking stalls to USV on the area depicted on Exhibit B, or on the area immediately adjacent to the east or west of Exhibit B. The City shall provide at least 625 underground stalls at time of Office Unit completion. The plans for the additional parking shall be subject to USV's approval, not to be unreasonably withheld, conditioned or delayed.

- 3.8 USV's parking shall be segregated via signage or some other method reasonably acceptable to USV. USV and the City will explore physically segregating USV's parking (e.g., by gates, separate parking levels, etc.) during the Parking Unit design process. Segregated parking shall occur during normal USV business hours.
- 3.9 USV shall be guaranteed parking stalls at a permanent discounted rate currently of at least 10% below Council adopted permit rate per the City of Appleton Parking Permit Contract Pricing Policy. Annually USV shall purchase at least 400 parking permits. USV will have the right to periodically purchase additional permits.
- 3.10 Working proactively and collaboratively, the City represents and warrants that, on or before 3 years from December 19, 2017, USV, or its assign, shall be the fee simple owner of the property located at 229 South Morrison Street, City Parcel No. 31-2-0152-00, and that any structures or improvements on the property will be razed and returned to a natural state, at the sole cost of the City or its designee. USV agrees to accept the property in an "AS-IS" condition.
- 3.11 The Plans for the Parking Unit shall be subject to USV's approval, not to be unreasonably withheld, conditioned or delayed.
- 3.12 The plans (with respect to quality and complimentary architectural style and building materials to the USV's building) and uses for the surrounding development area depicted on Exhibit B shall also be subject to USV's approval, not to be unreasonably withheld, conditioned or delayed.
- 3.13 The City shall vacate all streets and utility or other easements as necessary or advantageous for the Project Area (with the scope and extent of any vacations to be discussed and agreed to by USV and the City).
- 3.14 The City shall construct a controlled intersection at South Oneida Street and Lawrence Street at the Project Area entrance as detailed in the Downtown Mobility Study. Oneida Street extended shall be accomplished in accordance with the Downtown Mobility Study.
- 3.15 The City shall install all infrastructure necessary for USV and the City to commence construction of the Project Area; the detailed list of infrastructure shall be mutually agreed to by USV and the City during the design process.
- 3.16 The City shall recommend approval for all necessary rezoning, permits, site plans and other Project plans necessary for the construction of the Project Area in accordance to Federal, State and local rules and regulations.

- 3.17 The City will use its best efforts to make the new address of the Office Unit to be: One Better Way, Appleton, Wisconsin.
- 3.18 USV shall have a right of first refusal to purchase the Parking Unit in the event that the City ever intends to sell the Parking Unit. In the event the City sells the Parking Unit to a third party, then such new owner shall be required to continue to provide the City discounted parking rates to USV.

ARTICLE 4 UNDERTAKINGS OF THE DEVELOPER

- 4.1 The Developer agrees that the Property shall not be sold to, leased or used by any party in a manner to permit discrimination or restriction on the basis of race, creed ethnic origin or identity, color, gender, religion, marital status, age (except as allowed as part of a senior housing development), handicap, or national origin.

ARTICLE 5 UNDERTAKINGS OF USV

- 5.1 USV will construct only the Office Unit (including the real estate for any green space and surface parking surrounding the Office Unit).
- 5.2 USV will guarantee an annual property tax payment from the development of \$1,274,755, the amount based upon a projected value of \$54.5 Million, the valuation will be determined based on then current version of the State of Wisconsin Assessor's Manual, which may include personal property, land acquisition costs and all other development costs times the current tax rate ("Guarantee Increment"). This is a minimum valuation guaranty to ensure that the Project Area generates tax increment sufficient to fund the City Investment. Commencing on the tax year after USV takes occupancy and continuing until the District is terminated ("Guarantee Period"), if for any year the Value Increment of the Project Area for such year ("Actual Increment") is less than the Guaranteed Increment, then USV shall pay to the City an amount equal to the difference between the Guaranteed Increment and Actual Increment for such year multiplied by the City's applicable mill rate for such year ("Guaranteed Payment").
- 5.3 USV will use Hoffman Planning, Design and Construction as project architect and construction manager for the Office Unit. No construction work shall be performed by the construction manager. Development of the Project Area shall follow all applicable State and City stormwater laws, regulations and ordinances.

- 5.4 USV shall dedicate the north twenty feet (20') of the proposed property for the reconstruction of Lawrence Street in accordance with the City of Appleton's Downtown Mobility Study, as indicated on the map attached as Exhibit D.
- 5.5 Any easements necessary for underground utilities shall be provided by USV, as mutually agreed between the parties.

ARTICLE 6 TAX STATUS

- 6.1 As long as the District is in existence, the Project including the land and all buildings and improvements thereon shall be owned and taxable for real estate tax, special assessment purposes and personal property taxes. The City may waive the above restriction upon execution of a payment in lieu of taxes (PILOT) agreement, in a form acceptable to the City, made between the City and the owner or lessee of the applicable portion of the Property.

ARTICLE 7 NO PARTNERSHIP OR VENTURE

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

ARTICLE 8 CONFLICT OF INTEREST

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

ARTICLE 9 WRITTEN NOTICES

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

FOR THE CITY:

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

With a copy to:

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

DEVELOPER:

Bluff Site Development, LLC
nka One Lawrence Street, LLC
Attn: John E. Pfefferle
200 East Washington Street
Suite 2A
Appleton, WI 54911

AND

U.S. Venture, Inc.
Attn: John A. Schmidt
425 Better Way
Appleton, WI 54915

With a copy to:
U.S. Venture, Inc.
Attn: Elyse Mollner Stackhouse, General Counsel
425 Better Way
Appleton, WI 54915

ARTICLE 10 ASSIGNMENT

10.1 No party to this Agreement may assign any of its interest or obligations hereunder without first obtaining the written consent of all other parties except as otherwise

provided for in this Agreement. Notwithstanding the foregoing, USV or Developer may assign its rights and obligations under this Agreement, in whole or in part, to a successor owner of any portion of the Property. In addition, Developer may assign its rights under this Agreement to any lender providing financing for any portion of the Project and shall notify the City of any such assignment. The City shall not be bound to any such assignment until it has received written notice, including whether the Agreement has been assigned in whole or in part, the portion of the Property affected and which rights and obligations have been assigned. USV and Developer may assign its rights and obligations hereunder without corresponding assignment of its right to collect the Contribution.

SIGNATURES BEGIN ON THE FOLLOWING PAGE

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

CITY OF APPLETON:

By: _____
Timothy M. Hanna, Mayor

ATTEST:

By: _____
Kami Lynch, City Clerk

STATE OF WISCONSIN)
 : ss.
OUTAGAMIE COUNTY)

Personally came before me this ____ day of August, 2018, Timothy M. Hanna, Mayor and Kami Lynch, City Clerk, of the City of Appleton respectively, to me known to be the persons who executed the foregoing instrument and acknowledged the same in the capacity and for the purposes therein intended.

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

APPROVED AS TO FORM:

James P. Walsh, City Attorney
City Law: A17-0066
USV – Amendment to Dev Agrm – FINAL – 07-27-2018

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

DEVELOPER:

BLUFF SITE DEVELOPMENT, LLC
nka ONE LAWRENCE STREET, LLC

By: _____
John E. Pfefferle, Manager

STATE OF WISCONSIN)
 : ss.
OUTAGAMIE COUNTY)

Personally came before me this ____ day of August, 2018, John E. Pfefferle, to me known to be the person who executed the foregoing instrument and acknowledged the same in the capacity and for the purposes therein intended.

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

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

U.S. VENTURE, INC.

By: _____
John A. Schmidt, President

STATE OF WISCONSIN)
 : ss.
OUTAGAMIE COUNTY)

Personally came before me this ____ day of August, 2018, John Schmidt, to me known to be the person who executed the foregoing instrument and acknowledged the same in the capacity and for the purposes therein intended.

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

EXHIBIT A

City created Tax Increment District No. 11

See attached.

EXHIBIT B

Initial Site Map of US Venture Project Area and Surrounding Development

See attached.

EXHIBIT C

Map Showing Parking Entrances

See attached.

EXHIBIT D

Reconstruction of Lawrence Street - City of Appleton's Downtown Mobility Study

See attached.

DEVELOPMENT AGREEMENT

TAX INCREMENT DISTRICT NO. 11 (Development Area #1)

THIS DEVELOPMENT AGREEMENT is dated as of the 19 day of December, 2017 by and between **BLUFF SITE DEVELOPMENT, LLC**, a Wisconsin limited liability company (the "Developer"), **U.S. VENTURE, INC.**, a Wisconsin corporation (the "USV"), and **CITY OF APPLETON**, a Wisconsin municipal corporation (the "City").

RECITALS:

City, Developer and USV acknowledge the following:

A. On August 2, 2017, the City created Tax Increment District No. 11 (the "District") pursuant to Section 66.1105, Wis. Stat. (the "Tax Increment Law") and approved a plan for the redevelopment of the District (the Project Plan"), which Project Plan set forth in the City's Master Development Plan for the district, and which Project Plan is depicted on Exhibit A.

B. On August 9, 2017, the Joint Review Board approved the creation of the District and the adoption of the Project Plan.

C. Developer is proposing to redevelop a portion of area of the District identified as "Development Area #1".

D. Consistent with the Project Plan, USV and Developer intend to undertake the following that will increase its value and provide other tangible benefits to the surrounding neighborhoods and to the City as a whole:

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2. The new office building will consist of multiple floors, above a multi-level underground parking garage.
3. USV shall own the office building, and the City will own the underground parking garage. Ownership will be in the form of a condominium consisting of two units. Bluff Site Development, LLC, a Wisconsin limited liability ("Developer") will convey one unit (the "Office Unit") to USV, and the other unit (the "Parking Unit") to the City. Upon the creation of the

condominium, Developer shall convey the Office Unit to USV. Upon issuance of an occupancy permit, Developer shall convey the Parking Unit to the City.

4. USV will own as part of the Office Unit all of the land and area outside of the buildings as depicted on Exhibit B. The public will not be allowed access to the property depicted on Exhibit B as that will be private property owned exclusively by USV. USV shall grant reasonable easements to the City and Developer during construction.
5. USV shall grant the City a permanent easement for public access to the Parking Unit at designated entrances, as mutually agreed upon by USV and the City. The layout will be addressed in the parking plans, and the entrances will be at locations substantially similar to Exhibit C attached hereto.
6. The estimated cost of the Parking Unit as of the date of the signing of this Development Agreement is \$25 Million. The Developer, USV and the City acknowledge that the construction of the Parking Unit will require substantial financial resources. The Parties further acknowledge that at the time of entry into this Development Agreement, the engineering necessary to establish a final cost for the Parking Unit has not been completed. Developer, USV and City will use its best efforts to work to ensure the project does not exceed \$25 Million.

E. The City desires to encourage economic development including the elimination of slum and blight, expand its tax base, and create new jobs within the City, the District and the Property. The City finds that the development of the Property as described above and the fulfillment, generally, of the terms and conditions of this Agreement are in the vital and best interests of the City and its residents and serve a public purpose in accordance with state and local law.

F. The project would not occur without the use of Tax Incremental Financing and for the fact that USV has been granted tax credits pursuant to Section 238.399 of the Wisconsin Statue from the Wisconsin Economic Development Corporation ("WEDC") in the amount of \$20,000,000, subject to the terms and conditions of said agreement between the WEDC and USV.

G. The total acreage for the development will be 4.24 acres, as further described on Exhibit B attached hereto. The Property is located within the boundaries of the District.

H. The Project Plan includes parcels of real property owned by Developer located in the City and described on Exhibit B on the Site Plan, attached hereto (the "Project Area" or "Project"), consisting of the following:

1. A substantial portion of the former Michiels Fox Banquet Rivertype Catering located at 111 Kimball Street.
2. A smaller portion of the former Trinity Lutheran Church located at 209 Allen Street, Appleton.

I. In addition, the Project Area includes City Parcel No. 31-2-0152-00, 229 South Morrison Street, Appleton.

J. This Agreement shall be subject to, and contingent upon, the Appleton Common Council's review and approval on December 19, 2017.

K. The parties agree that this Agreement and any obligations of the parties for the Project Area shall be null and void if:

1. Any party determines in its sole discretion that the net City Investment that the USV expects to receive from the City will be reduced because of any local, state or federal taxation.
2. USV determines in its sole discretion that the net incentive monies or credits that USV expects to receive from the WEDC will be reduced because of any local, state or federal taxation.

L. USV and Developer have approved this Agreement and the representatives have the authority to execute this Agreement on behalf of the respective entities.

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

ARTICLE 1 PURPOSE

- 1.1 Purpose of Agreement. The Parties have agreed upon a general plan for redevelopment of the Property. The purpose of this Agreement is to formalize and record the understandings and undertakings of the parties and to provide a framework within which the redevelopment of the Property will take place.

ARTICLE 2 DESCRIPTION OF PROJECT AREA

- 2.1 The Development Area depicted on Exhibit A will be redeveloped and improved with site improvements as generally depicted on the attached Exhibit B.

- 2.2 The Development Area is zoned CBD Central Business District and R3 Multi-family District and the Project Area shall be consistent with that zoning designation under the Zoning Code.
- 2.3 Upon the creation of the condominium, Developer will convey the Office Unit to the USV.
- 2.4 A two (2) unit condominium will be created, consisting of the Office Unit and the Parking Unit. All land and area outside of the buildings, including any developable air rights above the Parking Unit, will be part of the Office Unit.
- 2.5 Each of USV and the City will be solely responsible for the cost of maintaining, repairing and replacing its own Unit.
- 2.6 The unit owners will share in the costs to operate, maintain, repair and replace any condominium common elements. The condominium documents will contain provisions relating to the design, construction, operation, and maintenance of the Parking Unit, including:
 - Design of the Parking Unit, especially any elements of the Parking Unit, which may be above grade.
 - Maintenance, cleaning, and repair schedules.
 - Access control and security requirements.
- 2.7 The Condominium Association will hire a consultant to inspect the ramp and ensure structural integrity every third year and the City will make all ramp repairs within the time frame recommended by the consultant.
- 2.8 Governance of the condominium will be by an association of its owners.
- 2.9 Walker Parking Consultants shall be retained by the Developer to assist in design of the parking structure. Additionally, the City desires to have Developer use the same architect and construction manager for the Parking Unit and Office Unit, which is understood to be Hoffman Planning, Design and Construction. Hoffman will be retained by USV and Developer.
- 2.10 The City, USV and Developer shall cooperate in any efforts to secure other governmental funding sources for the Project Area.

ARTICLE 3
UNDERTAKINGS OF THE CITY

The City agrees that it shall:

- 3.1 The City has created the District and shall appropriate sufficient funds for the performance of the City's obligations under this Agreement.
- 3.2 The City shall cooperate with USV and Developer throughout the implementation of the Project Plan and shall promptly review and/or process all submissions and applications in accordance with applicable City ordinances.
- 3.3 The City will provide payments to USV and Developer as reimbursement for a portion of their developer cost, as provided in this Agreement.
- 3.4 The City, USV and Developer agree that there will be no reimbursement for any activities prior to the creation of the District. USV and Developer shall submit to the City's Director of Finance a summary of Developer Costs on a periodic basis as the development progresses.
- 3.5 The City will provide an investment to USV (the "City Investment") in the amount of \$8,000,000. The timing of City Investment payment will coincide with attainment of the occupancy permit for the Office Unit.
- 3.6 The purchase price payable by USV to the Developer for the Office Unit (including the real estate for any green space and surface parking surrounding the Office Unit) as defined in Exhibit B shall be zero dollars (\$0.00).
- 3.7 Developer will retain ownership of the Parking Unit until conveyance to the City. Upon issuance of the occupancy permit, Developer will convey the Parking Unit to the City and the City shall reimburse the Developer the purchase price. The purchase price payable by the City to Developer will be an amount necessary to reimburse Developer for only all directly attributable costs incurred by Developer for the Parking Unit, prior to its conveyance of the Unit to the City, including, but not limited to: property acquisition costs; demolition costs; site engineering costs; environmental costs; utilities; holding costs; closing costs; attorneys' fees and all other professional fees; development fees; financing fees; interest expense; property management fees and associated costs; insurance; property taxes; costs associated with the condominiumization of the property; permits and fees; design and engineering fees; construction management fees; construction costs; and all other costs associated with placing the land in a condition required to convey condominium units to USV and the City.

- 3.8 The City shall provide 1,000 parking stalls to USV on the area depicted on Exhibit B, or on the area immediately adjacent to the east or west of Exhibit B. The City shall provide at least 625 underground stalls at time of Office Unit completion. The plans for the additional parking shall be subject to USV's approval, not to be unreasonably withheld, conditioned or delayed.
- 3.9 USV's parking shall be segregated via signage or some other method reasonably acceptable to USV. USV and the City will explore physically segregating the USV's parking (e.g., by gates, separate parking levels, etc.) during the Parking Unit design process. Segregated parking shall occur during normal USV business hours.
- 3.10 USV shall be guaranteed parking stalls at a permanent discounted rate currently of at least 10% below Council adopted permit rate per the City of Appleton Parking Permit Contract Pricing Policy. Annually USV shall purchase at least 300 parking permits. USV will have the right to periodically purchase additional permits.
- 3.11 Working proactively and collaboratively, the City represents and warrants that, on or before 3 years from the date of the signing of this Development Agreement, USV, or its assign, shall be the fee simple owner of the property located at 229 South Morrison Street, City Parcel No. 31-2-0152-00, and that any structures or improvements on the property will be razed and returned to a natural state, at the sole cost of the City or its designee. USV agrees to accept the property in an "AS-IS" condition.
- 3.12 The Plans for the Parking Unit shall be subject to USV's approval, not to be unreasonably withheld, conditioned or delayed.
- 3.13 The plans (with respect to quality and complimentary architectural style and building materials to the USV's building) and uses for the surrounding development area depicted on Exhibit B shall also be subject to USV's approval, not to be unreasonably withheld, conditioned or delayed.
- 3.14 The City shall vacate any streets and utility or other easements as necessary or advantageous for the Project Area (with the scope and extent of any vacations to be discussed and agreed to by USV and the City).
- 3.15 The City shall construct a controlled intersection at South Oneida Street and Lawrence Street at the Project Area entrance as detailed in the Downtown Mobility Study. Oneida Street extended shall be accomplished in accordance with the Downtown Mobility Study.
- 3.16 The City shall install all infrastructure necessary for USV and Developer to commence construction of the Project Area; the detailed list of infrastructure shall be mutually agreed to by USV and the City during the design process.

- 3.17 The City shall recommend approval for all necessary rezoning, permits, site plans and other Project plans necessary for the construction of the Project Area in accordance to Federal, State and local rules and regulations.
- 3.18 The City will use its best efforts to make the new address of the Office Unit to be: One Better Way, Appleton, Wisconsin.
- 3.19 USV shall have a right of first refusal to purchase the Parking Unit in the event that the City ever intends to sell the Parking Unit. In the event the City sells the Parking Unit to a third party, then such new owner shall be required to continue to provide the City discounted parking rates to USV.

ARTICLE 4 UNDERTAKINGS OF THE DEVELOPER

The Developer agrees that it shall:

- 4.1 Construct the Parking Unit.
- 4.2 Initiate, or cause to be initiated by third parties, the Parking Unit and complete the same in accordance with the Zoning Code and all other applicable City building codes, fire codes, ordinances and regulations.
- 4.3 Obtain all required permits.
- 4.4 Construct the parking structure complying with all State of Wisconsin and City of Appleton bidding requirements for public construction.
- 4.5 Retain Walker Parking Consultants for design of the parking structure and use Hoffman Planning, Design and Construction as project architect and construction manager for the Parking Unit. No construction work shall be performed by the construction manager. Project shall follow all applicable State and City stormwater laws, regulations and ordinances.
- 4.6 The Developer agrees that the Property shall not be sold to, leased or used by any party in a manner to permit discrimination or restriction on the basis of race, creed ethnic origin or identity, color, gender, religion, marital status, age (except as allowed as part of a senior housing development), handicap, or national origin and that construction, redevelopment, improvement, and operation of the Project shall be in compliance with all applicable laws, ordinances and regulations relating to any of the foregoing.

- 4.7 The purchase price payable by USV to the Developer for the Office Unit (including the real estate for any green space and surface parking surrounding the Office Unit) as defined in Exhibit B shall be zero.

ARTICLE 5 UNDERTAKINGS OF USV

- 5.1 USV will construct only the Office Unit (including the real estate for any green space and surface parking surrounding the Office Unit).
- 5.2 USV will guarantee an annual property tax payment from the development of \$1,157,750, the amount based upon a projected value of \$49.5 Million, the valuation will be determined based on then current version of the State of Wisconsin Assessor's Manual, which may include personal property, land acquisition costs and all other development costs times the current tax rate ("Guarantee Increment"). This is a minimum valuation guaranty to ensure that the Project Area generates tax increment sufficient to fund the City Investment. Commencing on the tax year after USV takes occupancy and continuing until the District is terminated ("Guarantee Period"), if for any year the Value Increment of the Project Area for such year ("Actual Increment") is less than the Guaranteed Increment, then USV shall pay to the City an amount equal to the difference between the Guaranteed Increment and Actual Increment for such year multiplied by the City's applicable mill rate for such year ("Guaranteed Payment").
- 5.3 USV will use Hoffman Planning, Design and Construction as project architect and construction manager for the Office Unit. No construction work shall be performed by the construction manager. Project Area shall follow all applicable State and City stormwater laws, regulations and ordinances.
- 5.4 USV shall dedicate the north twenty feet (20') of the proposed property for the reconstruction of Lawrence Street in accordance with the City of Appleton's Downtown Mobility Study, as indicated on the map attached as Exhibit D.
- 5.5 Any easements necessary for underground utilities shall be provided by US Venture, as mutually agreed between the parties.

ARTICLE 6 TAX STATUS

- 6.1 As long as the District is in existence, the Project including the land and all buildings and improvements thereon shall be owned and taxable for real estate tax, special assessment purposes and personal property taxes. The City may waive the above restriction upon execution of a payment in lieu of taxes (PILOT) agreement, in a form

acceptable to the City, made between the City and the owner or lessee of the applicable portion of the Property.

**ARTICLE 7
NO PARTNERSHIP OR VENTURE**

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

**ARTICLE 8
CONFLICT OF INTEREST**

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

**ARTICLE 9
WRITTEN NOTICES**

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

FOR THE CITY:

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

With a copy to:

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

DEVELOPER:

Bluff Site Development, LLC
Attn: John E. Pfefferle
200 East Washington Street
Suite 2A
Appleton, WI 54911

AND

U.S. Venture, Inc.
Attn: John A. Schmidt
425 Better Way
Appleton, WI 54915

With a copy to:
U.S. Venture, Inc.
Attn: Elyse Mollner Stackhouse, General Counsel
425 Better Way
Appleton, WI 54915


ARTICLE 10 ASSIGNMENT

- 10.1 No party to this Agreement may assign any of its interest or obligations hereunder without first obtaining the written consent of all other parties except as otherwise provided for in this Agreement. Notwithstanding the foregoing, USV or Developer may assign its rights and obligations under this Agreement, in whole or in part, to a successor owner of any portion of the Property. In addition, Developer may assign its rights under this Agreement to any lender providing financing for any portion of the Project and shall notify the City of any such assignment. The City shall not be bound to any such assignment until it has received written notice, including whether the Agreement has been assigned in whole or in part, the portion of the Property affected and which rights and obligations have been assigned. USV and Developer may assign its rights and obligations hereunder without corresponding assignment of its right to collect the Contribution.

SIGNATURES BEGIN ON THE FOLLOWING PAGE

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

CITY OF APPLETON:

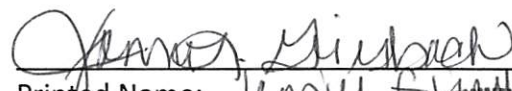
By: 
Timothy M. Hanna, Mayor

ATTEST:

By: 
Kami Lynch, City Clerk

STATE OF WISCONSIN)
 : ss.
OUTAGAMIE COUNTY)

Personally came before me this 19th day of December, 2017, Timothy M. Hanna, Mayor and Kami Lynch, City Clerk, of the City of Appleton respectively, to me known to be the persons who executed the foregoing instrument and acknowledged the same in the capacity and for the purposes therein intended.


Printed Name: James P. Walsh
Notary Public, State of Wisconsin
My commission is/expires 12/15/2021



APPROVED AS TO FORM:


James P. Walsh, City Attorney

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

DEVELOPER:

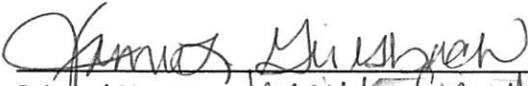
BLUFF SITE DEVELOPMENT, LLC

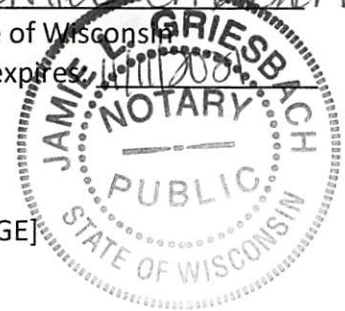
By: 
John E. Pfefferle, Managing Member

By: 
Paul Hoffman, Member

STATE OF WISCONSIN)
 : ss.
OUTAGAMIE COUNTY)

Personally came before me this 19 day of December, 2017, John E. Pfefferle and Paul Hoffman, to me known to be the persons who executed the foregoing instrument and acknowledged the same in the capacity and for the purposes therein intended.


Printed Name: Jamie V. Griesbach
Notary Public, State of Wisconsin
My commission is/expires 11/11/2021



[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

U.S. VENTURE, INC.

By: John A. Schmidt
John A. Schmidt, President

STATE OF WISCONSIN)
 : ss.
OUTAGAMIE COUNTY)

Personally came before me this 19 day of December, 2017, John Schmidt, to me known to be the person who executed the foregoing instrument and acknowledged the same in the capacity and for the purposes therein intended.

Jamie L. Griesbach
Printed Name: Jamie L. Griesbach
Notary Public, State of Wisconsin
My commission is/expires: 11/1/2021

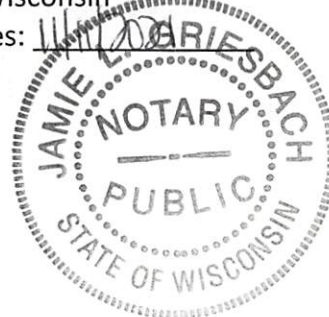


EXHIBIT A

City created Tax Increment District No. 11

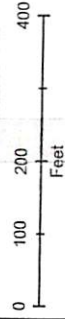
See attached.

City of Appleton
Tax Incremental Financing District #11

☒ TIF 11
☐ TIF #11 Parcels



Fox River



Comm. & Econ. Dev. Dept. June 2017

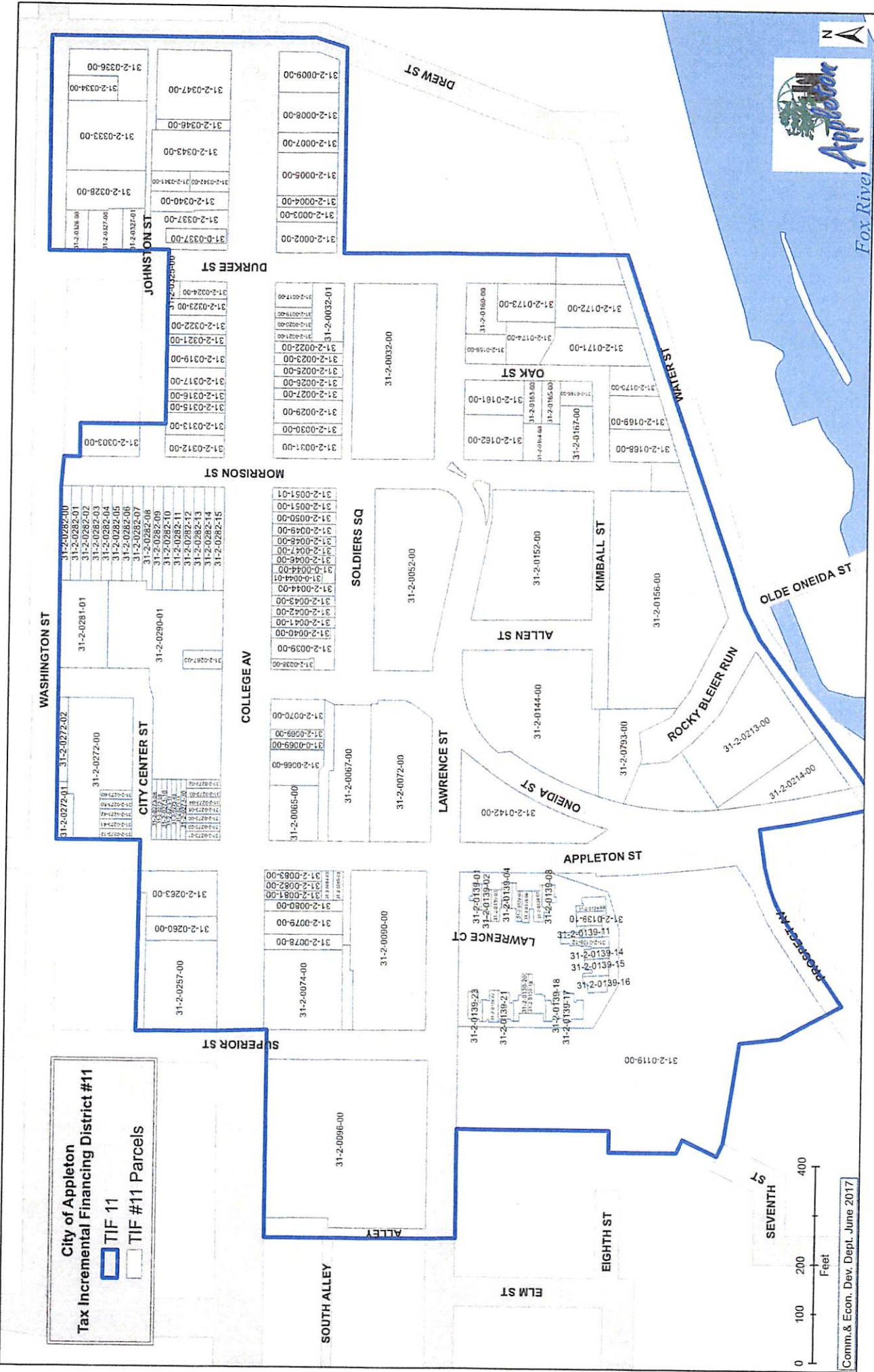


EXHIBIT B

Initial Site Map of US Venture Project Area and Surrounding Development

See attached.

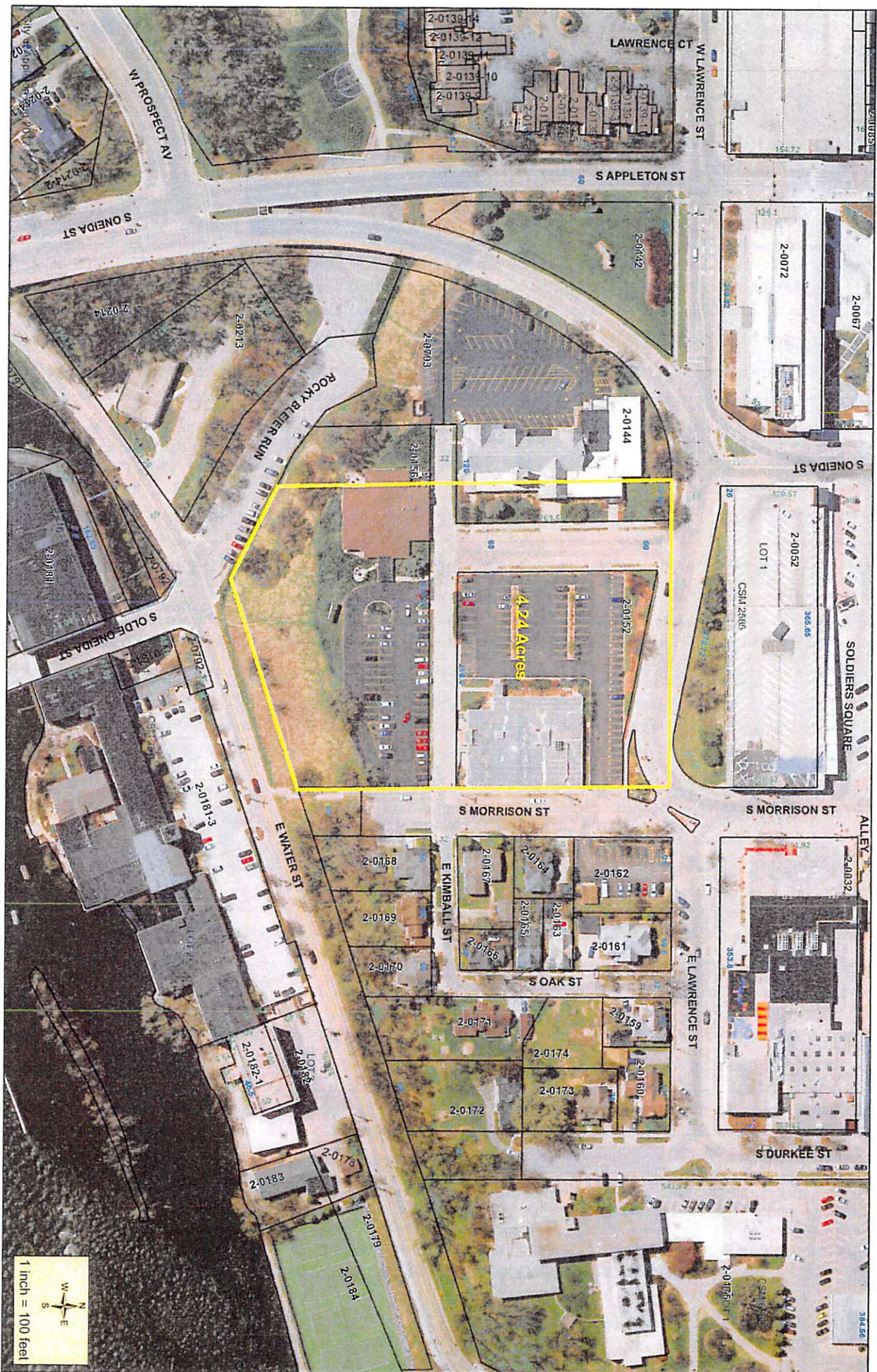


EXHIBIT C

Map Showing Parking Entrances

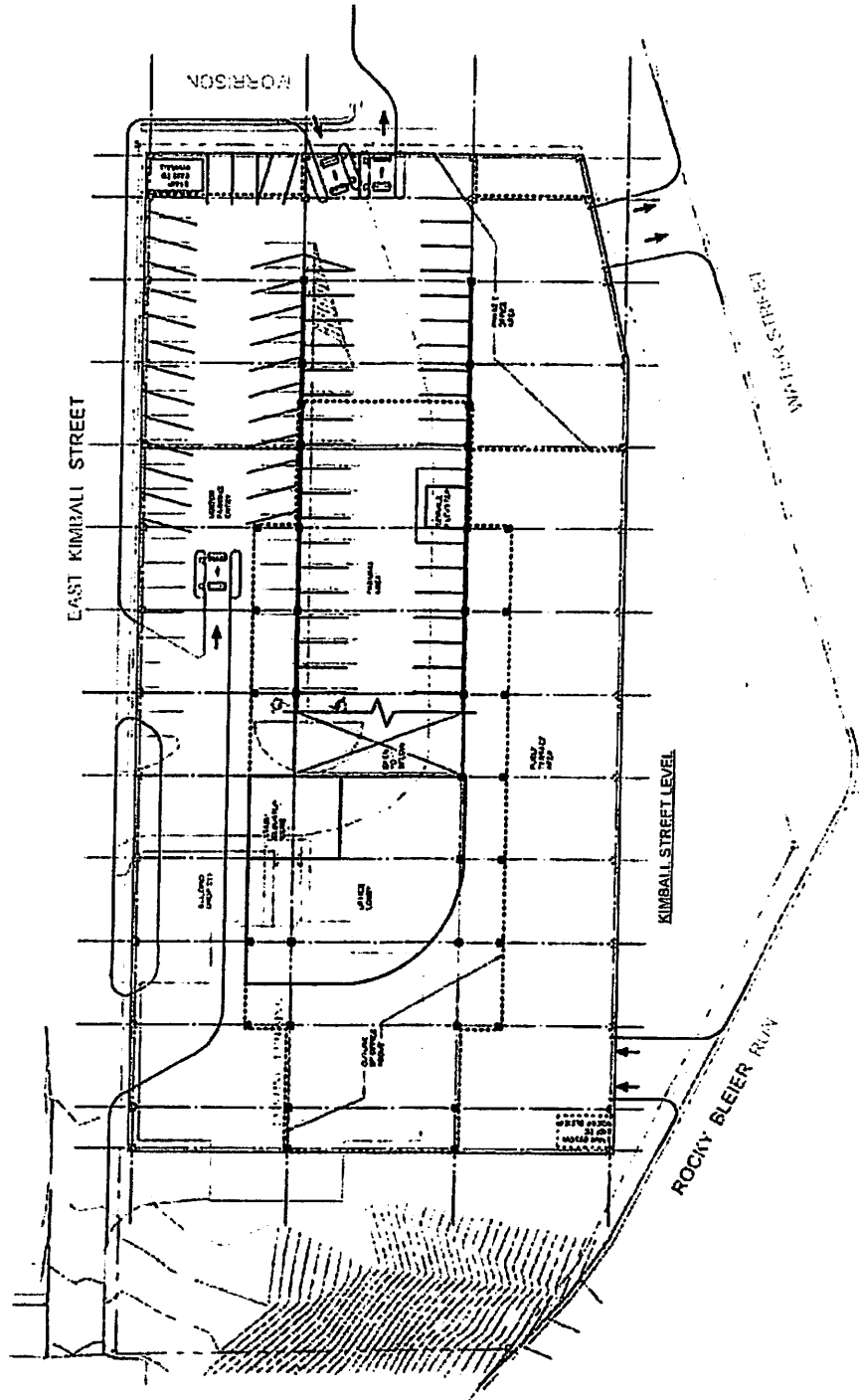
See attached.

CAR REGISTRATION			
LEVEL	STANDARD	ACCESSIBLE	TOTAL
MIDBALL	59	2	61
P1	179	4	183
P2	180	4	184
P3	182	4	186
P4	142	2	144
TOTALS	743	16	759

26335 S/F T3 STALLS = 343 SP/STALL

AG-205
PLC&S

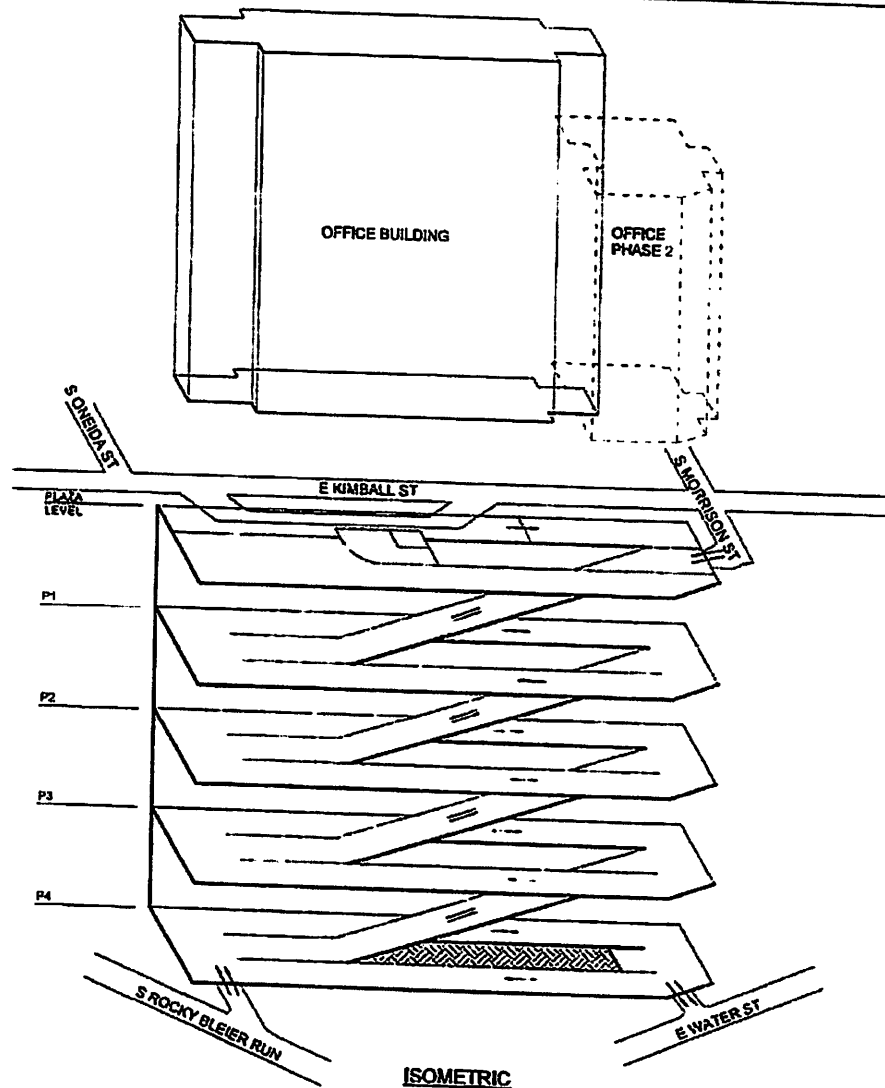
AUGUST 23, 2017



PARKING STRUCTURE CONCEPT **APPLETON, WISCONSIN**



Option 17 Isometric



LEGEND



AG-206

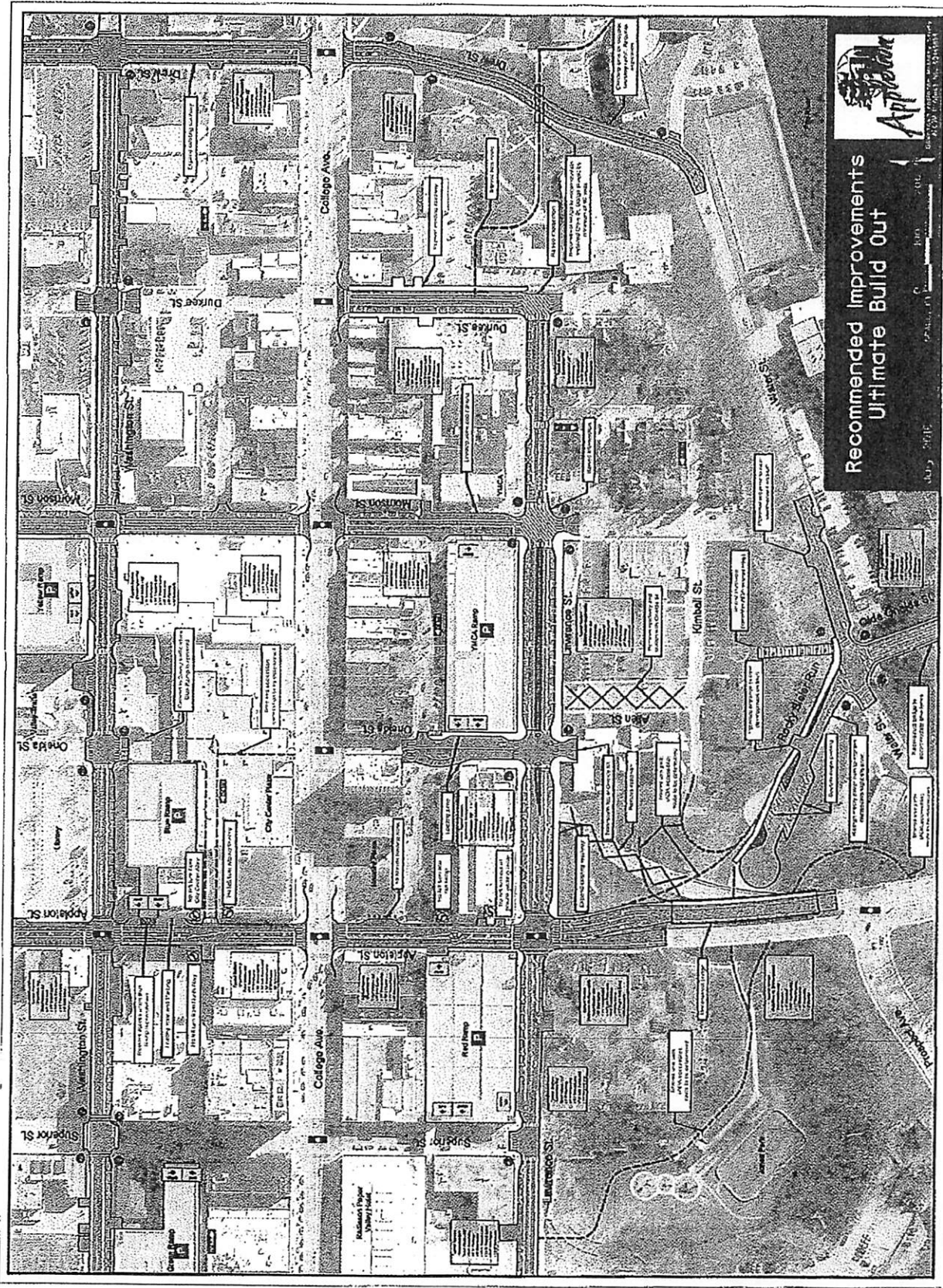
INDEX

AUGUST 23, 2017

EXHIBIT D

Reconstruction of Lawrence Street - City of Appleton's Downtown Mobility Study

See attached.

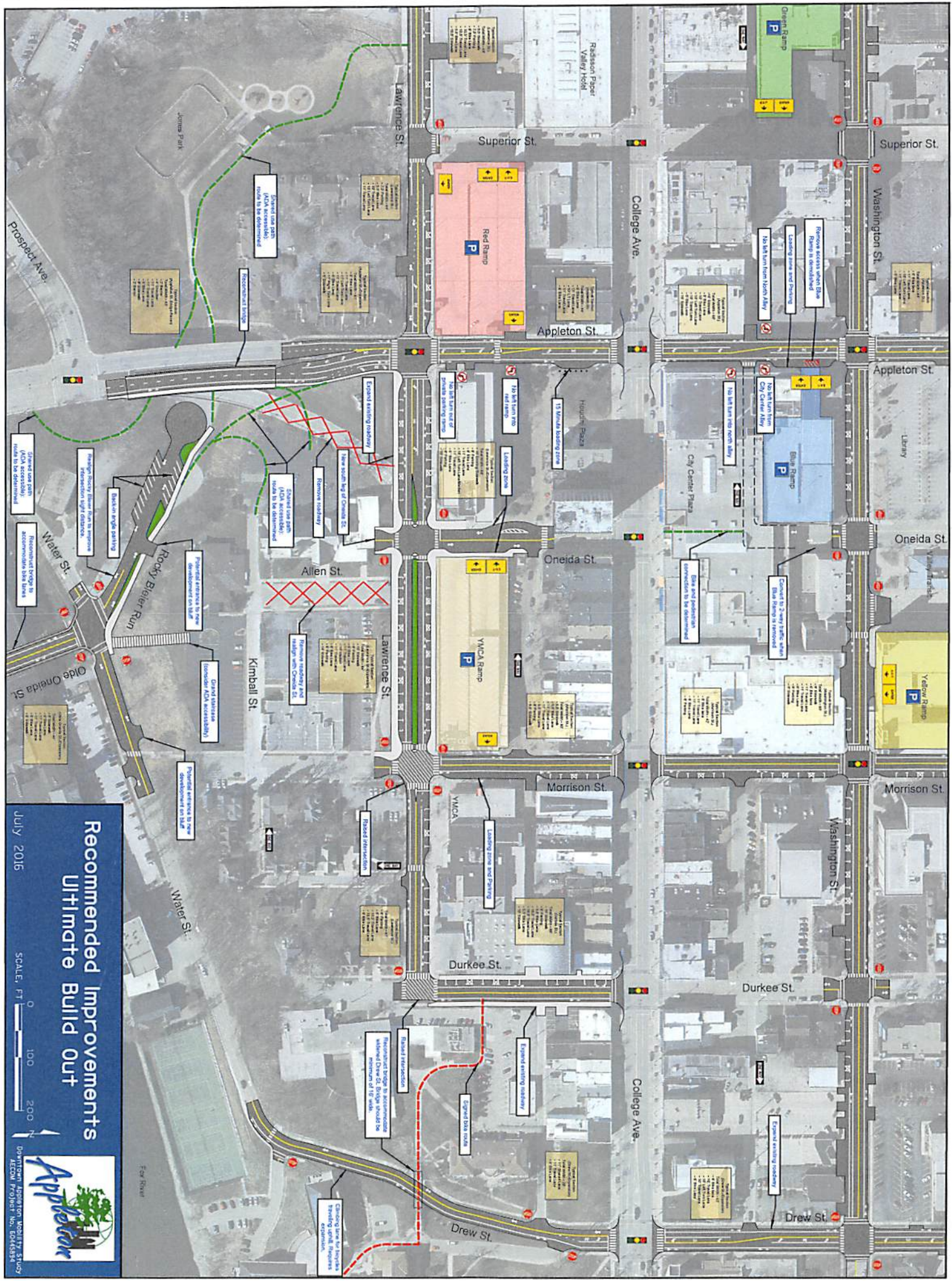


Recommended Improvements Ultimate Build Out

Scale: 1" = 100' 0"

July 2011

Page 1 of 1



**Recommended Improvements
Ultimate Build Out**

July 2016

SCALE: FT 0 100 200

Appleton

Downtown Appleton Mobility Study
ACORN Project No. B045534

AMENDED AND RESTATED **DEVELOPMENT AGREEMENT**

TAX INCREMENT DISTRICT NO. 11 (Development Area #1)

THIS AMENDMENT AND RESTATEMENT TO THE DEVELOPMENT AGREEMENT ~~is dated as of the _____ day of December 19, 2017 is~~ by and ~~between~~among **BLUFF SITE DEVELOPMENT, LLC, nka ONE LAWRENCE STREET, LLC**, a Wisconsin limited liability company (the “Developer”), **U.S. VENTURE, INC.**, a Wisconsin corporation (the “USV”), and **CITY OF APPLETON**, a Wisconsin municipal corporation (the “City”).

RECITALS:

City, Developer and USV acknowledge the following:

A. On August 2, 2017, the City created Tax Increment District No. 11 (the “District”) pursuant to Section 66.1105, Wis. Stat. (the “Tax Increment Law”) and approved a plan for the redevelopment of the District (the Project Plan”), which Project Plan set forth in the City’s Master Development Plan for the district, and which Project Plan is depicted on Exhibit A.

B. On August 9, 2017, the Joint Review Board approved the creation of the District and the adoption of the Project Plan.

C. Developer is proposing to redevelop a project on a portion of area of the District identified as “Development Area #1”.

D. Consistent with the Project Plan, USV and ~~Developer~~City intend to undertake the following that will increase its value and provide other tangible benefits to the surrounding neighborhoods and to the City as a whole:

1. A new corporate headquarters for U.S. Venture, Inc. with a projected value of \$4954.5 Million to be located on or near the parcel formerly occupied by Michiels Fox Banquet Rivertype Catering. The initial site map for the development is attached hereto as Exhibit B; (the “Property” or the “Michiels Property”); however, ~~the~~ USV may add additional property, remove property and/or reconfigure the ~~property~~Property and in such event USV shall update said Exhibit.
2. The new office building will consist of multiple floors, above a multi-level underground parking garage.
3. USV shall own the office building, and the City will own the underground parking garage. Ownership will be in the form of a condominium consisting

of two units. ~~Bluff Site Development~~One Lawrence Street, LLC, a Wisconsin limited liability company ("Developer") will convey ~~one unit (the "Office Unit")~~Michiels Property to USV, ~~and the other unit (the "Parking Unit") to upon payment of the purchase price by~~ the City. Upon the creation of the condominium, ~~Developer shall convey the Office Unit to USV. Upon issuance of an occupancy permit, Developer~~ shall convey the Parking Unit to the City.

4. USV will own as part of the Office Unit all of the land and area outside of the buildings ~~as depicted on Exhibit B~~the Property. The public will not be allowed access to the ~~property~~Property depicted on Exhibit B as that will be private property owned exclusively by USV. Developer and USV shall grant reasonable easements to the City ~~and Developer~~ during construction.
5. USV shall grant the City a permanent easement for public access to the Parking Unit at designated entrances, as mutually agreed upon by USV and the City. The layout will be addressed in the parking plans, and the entrances will be at locations substantially similar to Exhibit C attached hereto.
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G. The total current acreage ~~for of~~ the ~~development will be 4.24 acres, as further described parcel~~ on Exhibit B attached hereto is 4.24, which acreage may be expanded by USV pursuant to Section D.1. above. The Property is located within the boundaries of the District.

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2. A smaller portion of the former Trinity Lutheran Church located at 209 Allen Street, Appleton.

I. In addition, the Project Area includes City Parcel No. 31-2-0152-00, 229 South Morrison Street, Appleton.

~~J. This Agreement shall be subject to, and contingent upon, the Appleton Common Council's review and approval on December 19, 2017.~~

~~K.J.~~ The parties agree that this Agreement and any obligations of the parties for the Project Area shall be null and void if:

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2. USV determines in its sole discretion that the net incentive monies or credits that USV expects to receive from the WEDC will be reduced because of any local, state or federal taxation.

~~L.K.~~ USV and Developer have approved this Agreement and the representatives have the authority to execute this Agreement on behalf of the respective entities.

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

M. The effective date of this Agreement shall remain December 19, 2017, which is the original date the Appleton Common Council approved the Project.

~~M.~~

ARTICLE 1 PURPOSE

- 1.1 Purpose of Agreement. The Parties have agreed upon a general plan for redevelopment of the Property. The purpose of this Agreement is to formalize and record the understandings and undertakings of the parties and to provide a framework within which the redevelopment of the Property will take place.

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- 2.4 A two (2) unit condominium will be created, consisting of the Office Unit and the Parking Unit. All land and area outside of the buildings, including any developable air rights above the Parking Unit, will be part of the Office Unit.
- 2.5 Each of USV and the City will be solely responsible for the cost of maintaining, repairing and replacing its own Unit.
- 2.6 The unit owners will share in the costs to operate, maintain, repair and replace any condominium common elements. The condominium documents will contain provisions relating to the design, construction, operation, and maintenance of the Parking Unit, including:
- Design of the Parking Unit, especially any elements of the Parking Unit, which may be above grade.
 - Maintenance, cleaning, and repair schedules.
 - Access control and security requirements.
- 2.7 The Condominium Association will hire a consultant to inspect the ramp and ensure structural integrity every third year and the City will make all ramp repairs within the time frame recommended by the consultant.
- 2.8 Governance of the condominium will be by an association of its owners.

- 2.9 ~~Walker Parking Consultants shall be retained by the Developer to assist in design of the parking structure. Additionally, the City desires to have Developer~~USV desires to have the City use the same architect and construction manager for the Parking Unit and Office Unit, which is understood to be Hoffman Planning, Design and Construction. Hoffman will be retained by USV and ~~Developer. the City.~~ Hoffman shall be retained as Construction Manager. The City and Hoffman shall work cooperatively to establish a delivery system acceptable to both of them. Walker Parking Consultants shall be retained by Hoffman to assist in design of the parking structure.
- 2.10 The City, USV and Developer shall cooperate in any efforts to secure other governmental funding sources for the Project Area.

ARTICLE 3 UNDERTAKINGS OF THE CITY

The City agrees that it shall:

- 3.1 The City has created the District and shall appropriate sufficient funds for the performance of the City's obligations under this Agreement.
- 3.2 The City shall undertake the construction of the Parking Unit. The City and USV will use their best efforts to construct the Parking Unit in an expeditious manner. The City shall cooperate with USV ~~and Developer~~ throughout the implementation of the Project Plan and shall promptly review and/or process all submissions and applications in accordance with applicable City ordinances.
- ~~3.3 The City will provide payments to USV and Developer as reimbursement for a portion of their developer cost, as provided in this Agreement.~~
- ~~3.4~~3.3 The City, USV and Developer agree that there will be no reimbursement for any activities prior to the creation of the District. ~~USV and Developer shall submit to the City's Director of Finance a summary of Developer Costs on a periodic basis as the development progresses.~~
- ~~3.5~~3.4 The City will provide an investment to USV (the "City Investment") in the amount of \$8,000,000. The timing of City Investment payment will coincide with attainment of the occupancy permit for the Office Unit.

~~3.6~~3.5 The purchase price payable by USV to the Developer for the Office Unit (including the real estate for any green space and surface parking surrounding the Office Unit) as defined in Exhibit B shall be zero dollars (\$0.00).

~~3.7~~3.6 ~~Developer will retain ownership of the Parking Unit until conveyance to the City. Upon issuance of the occupancy permit, Developer will convey the Parking Unit to the City and the City shall reimburse the Developer the purchase price. The purchase price payable by the City to Developer for the Property will be an amount necessary to reimburse Developer for only \$1,802,887.99 plus a per diem cost of \$171.67 from August 1, 2018 to the date of closing. The Developer will also be reimbursed all directly attributable costs incurred by Developer for the Parking Unit, prior to its conveyance of the Unit to the City, to close the transaction including, but not limited to: property acquisition survey costs; demolition costs; site engineering costs; environmental costs; utilities; holding costs; closing costs; Wisconsin transfer tax, title insurance, attorneys' fees, and all other professional fees; development fees; financing fees; interest expense; property management fees and associated costs; insurance; property taxes; costs cost associated with the condominiumization of the property; permits and fees; design and engineering fees; construction management fees; construction costs; and all other costs associated with placing conveying the land in a condition required to convey condominium units to USV and the City. No construction may begin on the Rivertyme Property prior to closing.~~

~~3.8~~3.7 The City shall provide 1,000 parking stalls to USV on the area depicted on Exhibit B, or on the area immediately adjacent to the east or west of Exhibit B. The City shall provide at least 625 underground stalls at time of Office Unit completion. The plans for the additional parking shall be subject to USV's approval, not to be unreasonably withheld, conditioned or delayed.

~~3.9~~3.8 USV's parking shall be segregated via signage or some other method reasonably acceptable to USV. USV and the City will explore physically segregating ~~the~~ USV's parking (e.g., by gates, separate parking levels, etc.) during the Parking Unit design process. Segregated parking shall occur during normal USV business hours.

~~3.10~~3.9 USV shall be guaranteed parking stalls at a permanent discounted rate currently of at least 10% below Council adopted permit rate per the City of Appleton Parking Permit Contract Pricing Policy. Annually USV shall purchase at least ~~300~~400 parking permits. USV will have the right to periodically purchase additional permits.

~~3.11~~3.10 Working proactively and collaboratively, the City represents and warrants that, on or before 3 years from ~~the date of the signing of this Development Agreement~~December 19, 2017, USV, or its assign, shall be the fee simple owner of the property located at 229 South Morrison Street, City Parcel No. 31-2-0152-00, and that any structures or improvements on the property will be razed and returned to a natural state, at the sole cost of the City or its designee. USV agrees to accept the property in an "AS-IS" condition.

~~3.123.11~~ The Plans for the Parking Unit shall be subject to USV's approval, not to be unreasonably withheld, conditioned or delayed.

~~3.133.12~~ The plans (with respect to quality and complimentary architectural style and building materials to the USV's building) and uses for the surrounding development area depicted on Exhibit B shall also be subject to USV's approval, not to be unreasonably withheld, conditioned or delayed.

~~3.143.13~~ The City shall vacate ~~any~~all streets and utility or other easements as necessary or advantageous for the Project Area (with the scope and extent of any vacations to be discussed and agreed to by USV and the City).

~~3.153.14~~ The City shall construct a controlled intersection at South Oneida Street and Lawrence Street at the Project Area entrance as detailed in the Downtown Mobility Study. Oneida Street extended shall be accomplished in accordance with the Downtown Mobility Study.

~~3.163.15~~ The City shall install all infrastructure necessary for USV and ~~Developer~~the City to commence construction of the Project Area; the detailed list of infrastructure shall be mutually agreed to by USV and the City during the design process.

~~3.173.16~~ The City shall recommend approval for all necessary rezoning, permits, site plans and other Project plans necessary for the construction of the Project Area in accordance to Federal, State and local rules and regulations.

~~3.183.17~~ The City will use its best efforts to make the new address of the Office Unit to be: One Better Way, Appleton, Wisconsin.

~~3.193.18~~ USV shall have a right of first refusal to purchase the Parking Unit in the event that the City ever intends to sell the Parking Unit. In the event the City sells the Parking Unit to a third party, then such new owner shall be required to continue to provide the City discounted parking rates to USV.

ARTICLE 4 UNDERTAKINGS OF THE DEVELOPER

~~The Developer agrees that it shall:~~

~~4.1 — Construct the Parking Unit.~~

- ~~4.2 — Initiate, or cause to be initiated by third parties, the Parking Unit and complete the same in accordance with the Zoning Code and all other applicable City building codes, fire codes, ordinances and regulations.~~
- ~~4.3 — Obtain all required permits.~~
- ~~4.4 — Construct the parking structure complying with all State of Wisconsin and City of Appleton bidding requirements for public construction.~~
- ~~4.5 — Retain Walker Parking Consultants for design of the parking structure and use Hoffman Planning, Design and Construction as project architect and construction manager for the Parking Unit. No construction work shall be performed by the construction manager. Project shall follow all applicable State and City stormwater laws, regulations and ordinances.~~
- 4.6 4.1 The Developer agrees that the Property shall not be sold to, leased or used by any party in a manner to permit discrimination or restriction on the basis of race, creed ethnic origin or identity, color, gender, religion, marital status, age (except as allowed as part of a senior housing development), handicap, or national origin ~~and that construction, redevelopment, improvement, and operation of the Project shall be in compliance with all applicable laws, ordinances and regulations relating to any of the foregoing.~~
- ~~4.7 The purchase price payable by USV to the Developer for the Office Unit (including the real estate for any green space and surface parking surrounding the Office Unit) as defined in Exhibit B shall be zero.~~

ARTICLE 5 UNDERTAKINGS OF USV

- 5.1 USV will construct only the Office Unit (including the real estate for any green space and surface parking surrounding the Office Unit).
- 5.2 USV will guarantee an annual property tax payment from the development of \$1,~~157,750~~274,755, the amount based upon a projected value of \$~~495~~4.5 Million, the valuation will be determined based on then current version of the State of Wisconsin Assessor's Manual, which may include personal property, land acquisition costs and all other development costs times the current tax rate ("Guarantee Increment"). This is a minimum valuation guaranty to ensure that the Project Area generates tax increment sufficient to fund the City Investment. Commencing on the tax year after USV takes occupancy and continuing until the District is terminated ("Guarantee Period"), if for any year the Value Increment of the Project Area for such year ("Actual Increment") is less than the Guaranteed Increment, then USV shall pay to the City an amount equal to the

difference between the Guaranteed Increment and Actual Increment for such year multiplied by the City's applicable mill rate for such year ("Guaranteed Payment").

5.3 USV will use Hoffman Planning, Design and Construction as project architect and construction manager for the Office Unit. No construction work shall be performed by the construction manager. Development of the Project Area shall follow all applicable State and City stormwater laws, regulations and ordinances.

5.4 USV shall dedicate the north twenty feet (20') of the proposed property for the reconstruction of Lawrence Street in accordance with the City of Appleton's Downtown Mobility Study, as indicated on the map attached as Exhibit D.

5.5 Any easements necessary for underground utilities shall be provided by ~~US Venture~~ USV, as mutually agreed between the parties.

~~5.5~~

ARTICLE 6 TAX STATUS

6.1 As long as the District is in existence, the Project including the land and all buildings and improvements thereon shall be owned and taxable for real estate tax, special assessment purposes and personal property taxes. The City may waive the above restriction upon execution of a payment in lieu of taxes (PILOT) agreement, in a form acceptable to the City, made between the City and the owner or lessee of the applicable portion of the Property.

ARTICLE 7 NO PARTNERSHIP OR VENTURE

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

ARTICLE 8 CONFLICT OF INTEREST

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

ARTICLE 9
WRITTEN NOTICES

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

FOR THE CITY:

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

With a copy to:

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

DEVELOPER:

Bluff Site Development, LLC
nka One Lawrence Street, LLC
Attn: John E. Pfefferle
200 East Washington Street
Suite 2A
Appleton, WI 54911

AND

U.S. Venture, Inc.
Attn: John A. Schmidt
425 Better Way
Appleton, WI 54915

With a copy to:

U.S. Venture, Inc.
Attn: Elyse Mollner Stackhouse, General Counsel
425 Better Way
Appleton, WI 54915

ARTICLE 10
ASSIGNMENT

- 10.1 No party to this Agreement may assign any of its interest or obligations hereunder without first obtaining the written consent of all other parties except as otherwise provided for in this Agreement. Notwithstanding the foregoing, USV or Developer may assign its rights and obligations under this Agreement, in whole or in part, to a successor owner of any portion of the Property. In addition, Developer may assign its rights under this Agreement to any lender providing financing for any portion of the Project and shall notify the City of any such assignment. The City shall not be bound to any such assignment until it has received written notice, including whether the Agreement has been assigned in whole or in part, the portion of the Property affected and which rights and obligations have been assigned. USV and Developer may assign its rights and obligations hereunder without corresponding assignment of its right to collect the Contribution.

SIGNATURES BEGIN ON THE FOLLOWING PAGE

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

CITY OF APPLETON:

By: _____
Timothy M. Hanna, Mayor

ATTEST:

By: _____
Kami Lynch, City Clerk

STATE OF WISCONSIN)
 : ss.
OUTAGAMIE COUNTY)

Personally came before me this ____ day of ~~December, 2017~~August, 2018, Timothy M. Hanna, Mayor and Kami Lynch, City Clerk, of the City of Appleton respectively, to me known to be the persons who executed the foregoing instrument and acknowledged the same in the capacity and for the purposes therein intended.

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

APPROVED AS TO FORM:

James P. Walsh, City Attorney

City Law: A17-0066
USV – Amendment to Dev Agrm – FINAL – 07-27-2018

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

DEVELOPER:

BLUFF SITE DEVELOPMENT, LLC
nka ONE LAWRENCE STREET, LLC

By: _____
John E. Pfefferle, ~~Managing Member~~Manager

By: _____
Paul Hoffman, Member

STATE OF WISCONSIN)
 : ss.
OUTAGAMIE COUNTY)

Personally came before me this ____ day of ~~December, 2017~~August, 2018, John E. Pfefferle ~~and Paul Hoffman~~, to me known to be the ~~persons~~person who executed the foregoing instrument and acknowledged the same in the capacity and for the purposes therein intended.

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

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

U.S. VENTURE, INC.

By: _____
John A. Schmidt, President

STATE OF WISCONSIN)
 : ss.
OUTAGAMIE COUNTY)

Personally came before me this ____ day of ~~December, 2017~~August, 2018, John Schmidt, to me known to be the person who executed the foregoing instrument and acknowledged the same in the capacity and for the purposes therein intended.

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

EXHIBIT A

City created Tax Increment District No. 11

See attached.

EXHIBIT B

Initial Site Map of US Venture Project Area and Surrounding Development

See attached.

EXHIBIT C

Map Showing Parking Entrances

See attached.

EXHIBIT D

Reconstruction of Lawrence Street - City of Appleton's Downtown Mobility Study

See attached.



"...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

TO: Members of the Common Council

FROM: Mayor Timothy Hanna 

DATE: August 3, 2018

SUBJECT: August 6 Committee of the Whole

Common Council Members,

The US Venture (USV) development agreement that was on the August 1 Common Council agenda was referred to the appropriate committee/s of jurisdiction. After discussion with your Council President Croatt and Vice-President Plank I have posted a meeting of the Committee of the Whole for Monday, August 6 at 6:30, or immediately following the meeting of the Finance Committee.

The Committee of the Whole will give the opportunity for all members of the Common Council to participate in the discussion and decision on the proposed amendments to the USV development agreement. The development agreement will be the only item on the agenda for the meeting. We will also post a closed session in the event the committee wishes to use it at some point during the meeting. It is important to remember that this meeting is a committee meeting and that any recommendation coming out of this meeting will be placed on the August 15 Common Council meeting for final approval.

I hope to see as many of you there as possible. If you are unable to attend, please let Britney in my office know so that we can be sure to have a quorum.

I remain optimistic that we can constructively work to achieve an outcome beneficial to all parties and have a major project for our City that we can all be excited about.

AMENDED AND RESTATED **DEVELOPMENT AGREEMENT**

TAX INCREMENT DISTRICT NO. 11 (Development Area #1)

THIS AMENDMENT AND RESTATEMENT TO THE DEVELOPMENT AGREEMENT ~~is~~ dated ~~as~~ of the ~~_____ day of~~ December 19, 2017 ~~is~~ by and ~~between~~among **BLUFF SITE DEVELOPMENT, LLC, nka ONE LAWRENCE STREET, LLC**, a Wisconsin limited liability company (the “Developer”), **U.S. VENTURE, INC.**, a Wisconsin corporation (the “USV”), and **CITY OF APPLETON**, a Wisconsin municipal corporation (the “City”).

RECITALS:

City, Developer and USV acknowledge the following:

A. On August 2, 2017, the City created Tax Increment District No. 11 (the “District”) pursuant to Section 66.1105, Wis. Stat. (the “Tax Increment Law”) and approved a plan for the redevelopment of the District (the Project Plan”), which Project Plan set forth in the City’s Master Development Plan for the district, and which Project Plan is depicted on Exhibit A.

B. On August 9, 2017, the Joint Review Board approved the creation of the District and the adoption of the Project Plan.

C. Developer is proposing ~~to redevelop~~a project on a portion of area of the District identified as “Development Area #1”.

D. Consistent with the Project Plan, USV and ~~Developer~~City intend to undertake the following that will increase its value and provide other tangible benefits to the surrounding neighborhoods and to the City as a whole:

1. A new corporate headquarters for U.S. Venture, Inc. with a projected minimum guaranteed value of ~~\$4954~~.5 Million to be located on or near the parcel formerly occupied by Michiels Fox Banquet Rivertyme Catering. The initial site map for the development is attached hereto as Exhibit B; (the “Property” or the “Michiels Property”); however, ~~the~~ USV may add additional property, remove property and/or reconfigure the ~~property~~Property and in such event USV shall update said Exhibit.
2. The new office building will consist of multiple floors, above a multi-level underground parking garage.
3. USV shall own the office building, and the City will own the underground parking garage. Ownership will be in the form of a condominium consisting

of two units. ~~Bluff Site Development~~One Lawrence Street, LLC, a Wisconsin limited liability company ("Developer") will convey ~~one unit (the "Office Unit")~~Michiels Property to USV, ~~and the other unit (the "Parking Unit") to upon payment of the purchase price by~~ the City. Upon the creation of the condominium, ~~Developer shall convey the Office Unit to USV. Upon issuance of an occupancy permit, Developer shall convey the~~ Parking Unit to the City.

4. USV will own as part of the Office Unit all of the land and area outside of the buildings ~~as depicted on Exhibit B~~the Property. ~~The public will not be allowed access to the property~~Property depicted on Exhibit B as that will be private property owned exclusively by USV. As depicted on Exhibit B, the property will be privately owned exclusively by USV. Developer and USV shall grant reasonable easements to the City ~~and Developer~~ during construction.
5. USV shall grant the City a permanent easement for public access to the Parking Unit at designated entrances, as mutually agreed upon by USV and the City. The layout will be addressed in the parking plans, and the entrances will be at locations substantially similar to Exhibit C attached hereto.
6. The estimated cost of the Parking Unit as of the date of the signing of this Development Agreement is \$25 Million, which includes the purchase price payable by the City to Developer in the amount identified in Section 3.6, below. ~~payment for the property of \$1,802,887.99.~~ ~~The Developer, USV and the City acknowledge that the construction of the Parking Unit will require substantial financial resources.~~ The Parties further and acknowledge that at the time of entry into this Development Agreement, the engineering necessary to establish a final cost for the Parking Unit has not been completed. ~~Developer,~~ USV and the City will use ~~its~~their best efforts to work to ensure the project does not exceed \$25 Million.

E. The City desires to encourage economic development including the elimination of slum and blight, expand its tax base, and create new jobs within the City, the District and the Property. The City finds that the development of the Property as described above and the fulfillment, generally, of the terms and conditions of this Agreement are in the vital and best interests of the City and its residents and serve a public purpose in accordance with state and local law.

F. The project would not occur without the use of Tax Incremental Financing and for the fact that USV has been granted tax credits pursuant to Section 238.399 of the Wisconsin ~~Statute~~Statute from the Wisconsin Economic Development Corporation ("WEDC") in the amount

of \$20,000,000, subject to the terms and conditions of said agreement between the WEDC and USV.

G. The total current acreage ~~for of~~ the ~~development will be 4.24 acres, as further described parcel~~ on Exhibit B attached hereto ~~is 4.24, which acreage may be expanded by USV pursuant to Section D.1. above.~~ The Property is located within the boundaries of the District.

H. The Project Plan includes parcels of real property owned by Developer located in the City and described on Exhibit B on the Site Plan, attached hereto (the "Project Area" or "Project"), consisting of the following:

1. A substantial portion of the former Michiels Fox Banquet Rivertyme Catering located at 111 Kimball Street.
2. A smaller portion of the former Trinity Lutheran Church located at 209 Allen Street, Appleton.

I. In addition, the Project Area includes City Parcel No. 31-2-0152-00, 229 South Morrison Street, Appleton.

~~J. This Agreement shall be subject to, and contingent upon, the Appleton Common Council's review and approval on December 19, 2017.~~

~~J.~~ The parties agree that this Agreement and any obligations of the parties for the Project Area shall be null and void if:

1. Any party determines in its sole discretion that the net City Investment that ~~the~~ USV expects to receive from the City will be reduced because of any local, state or federal taxation.
2. USV determines in its sole discretion that the net incentive monies or credits that USV expects to receive from the WEDC will be reduced because of any local, state or federal taxation.

~~M.K.~~ USV and Developer have approved this Agreement and the representatives have the authority to execute this Agreement on behalf of the respective entities.

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

~~M.~~ The effective date of this Agreement shall remain December 19, 2017, which is the original date the Appleton Common Council approved the Project.

~~N.~~

ARTICLE 1 PURPOSE

- 1.1 Purpose of Agreement. The Parties have agreed upon a general plan for redevelopment of the Property. The purpose of this Agreement is to formalize and record the understandings and undertakings of the parties and to provide a framework within which the redevelopment of the Property will take place.

ARTICLE 2 DESCRIPTION OF PROJECT AREA

- 2.1 The Development Area depicted on Exhibit A will be redeveloped and improved with site improvements as generally depicted on the attached Exhibit B.
- 2.2 The Development Area is zoned CBD Central Business District and R3 Multi-family District and the Project Area shall be consistent with that zoning designation under the Zoning Code.
- 2.3 Upon the creation payment of the condominium purchase price, Developer will convey the Office Unit Property to ~~the~~ USV.
- 2.4 A two (2) unit condominium will be created, consisting of the Office Unit and the Parking Unit. All land and area outside of the buildings, including any developable air rights above the Parking Unit, will be part of the Office Unit.
- 2.5 Each of USV and the City will be solely responsible for the cost of maintaining, repairing and replacing its own Unit.
- 2.6 The unit owners will share in the costs to operate, maintain, repair and replace any condominium common elements. The condominium documents will contain provisions relating to the design, construction, operation, and maintenance of the Parking Unit, including:
- Design of the Parking Unit, especially any elements of the Parking Unit, which may be above grade.
 - Maintenance, cleaning, and repair schedules.
 - Access control and security requirements.
 - Common elements

- 2.7 The Condominium Association will hire a consultant to inspect the ramp and ensure structural integrity every third year and the City will make all ramp repairs within the time frame recommended by the consultant.
- 2.8 Governance of the condominium will be by an association of its owners.
- 2.9 ~~Walker Parking Consultants shall be retained by the Developer to assist in design of the parking structure. Additionally, the City desires to have Developer~~USV desires to have the City use the same architect and construction manager for the Parking Unit and Office Unit, which is understood to be Hoffman Planning, Design and Construction. Hoffman will be retained by USV and ~~Developer. the City. Hoffman shall be retained as Construction Manager.~~The City and Hoffman shall work cooperatively to establish a delivery system acceptable to both of them. Walker Parking Consultants shall be retained by Hoffman to assist in design of the parking structure.
- 2.10 The City, USV and Developer shall cooperate in any efforts to secure other governmental funding sources for the Project Area.

ARTICLE 3 UNDERTAKINGS OF THE CITY

The City agrees that it shall:

- 3.1 The City has created the District and shall appropriate sufficient funds for the performance of the City's obligations under this Agreement.
- 3.2 The City shall undertake the construction of the Parking Unit. The City and USV will use their best efforts to construct the Parking Unit in an expeditious manner. The City shall cooperate with USV ~~and Developer~~ throughout the implementation of the Project Plan and shall promptly review and/or process all submissions and applications in accordance with applicable City ordinances.
- ~~3.3 The City will provide payments to USV and Developer as reimbursement for a portion of their developer cost, as provided in this Agreement.~~
- ~~3.4~~3.3 Except as provided herein, tThe City, USV and Developer agree that there will be no reimbursement for any activities prior to the creation of the District. ~~USV and Developer shall submit to the City's Director of Finance a summary of Developer Costs on a periodic basis as the development progresses.~~

~~3.53.4~~ The City will provide an investment to USV (the "City Investment") in the amount of \$8,000,000. The timing of City Investment payment will coincide with attainment of the occupancy permit for the Office Unit.

~~3.63.5~~ The purchase price payable by USV to the Developer for the Office Unit (including the real estate for any green space and surface parking surrounding the Office Unit) as defined in Exhibit B shall be zero dollars (\$0.00).

~~3.73.6~~ ~~Developer will retain ownership of the Parking Unit until conveyance to the City. Upon issuance of the occupancy permit, Developer will convey the Parking Unit to the City and the City shall reimburse the Developer the purchase price.~~ The purchase price payable by the City to Developer for the Property will be ~~an amount necessary to reimburse Developer for only \$1,802,887.99 plus a per diem cost of \$171.67 from August 1, 2018 to the date of closing.~~ The Developer will also be reimbursed all directly verifiable attributable costs incurred by Developer ~~for the Parking Unit, prior to its conveyance of the Unit to the City, to close the transaction~~ including, but not limited to: ~~property acquisitions; survey costs; demolition costs; site engineering costs; environmental costs; utilities; holding costs; closing costs; Wisconsin transfer tax, title insurance, attorneys' fees, and all other professional fees; development fees; financing fees; interest expense; property management fees and associated costs; insurance; property taxes; costs~~ cost associated with ~~the condominiumization of the property; permits and fees; design and engineering fees; construction management fees; construction costs; and all other costs associated with placing~~ conveying the land ~~in a condition required to convey condominium units to USV and the City.~~ No construction may begin on the Rivertype Property prior to closing.

~~3.83.7~~ The City shall provide 1,000 parking stalls to USV on the area depicted on Exhibit B, or on the area immediately adjacent to the east or west of Exhibit B. The City shall provide at least 625 underground stalls at time of Office Unit completion. The plans for the additional parking shall be subject to USV's approval, not to be unreasonably withheld, conditioned or delayed.

~~3.93.8~~ USV's parking shall be segregated via signage or some other method reasonably acceptable to USV. USV and the City will explore physically segregating ~~the~~ USV's parking (e.g., by gates, separate parking levels, etc.) during the Parking Unit design process. Segregated parking shall occur during normal USV business hours.

~~3.103.9~~ USV shall be guaranteed parking stalls at a permanent discounted rate currently of at least 10% below Council adopted permit rate per the City of Appleton Parking Permit Contract Pricing Policy. Annually USV shall purchase at least ~~300~~ 400 parking permits. USV will have the right to periodically purchase additional permits.

~~3.113.10~~ Working proactively and collaboratively, the City represents and warrants that, on or before 3 years from ~~the date of the signing of this Development Agreement~~ December 19, 2017, USV, or its assign, shall be the fee simple owner of the property located at 229 South Morrison Street, City Parcel No. 31-2-0152-00, and that any structures or improvements on the property will be razed and returned to a natural state, at the sole cost of the City or its designee. USV agrees to accept the property in an “AS-IS” condition.

~~3.123.11~~ The Plans for the Parking Unit shall be subject to USV’s approval, not to be unreasonably withheld, conditioned or delayed.

~~3.133.12~~ The plans (with respect to quality and complimentary architectural style and building materials to the USV’s building) and uses for the surrounding development area depicted on Exhibit B shall also be subject to USV’s approval, not to be unreasonably withheld, conditioned or delayed.

~~3.143.13~~ The City shall vacate ~~anyall~~ streets and utility or other easements as necessary or advantageous for the Project Area (with the scope and extent of any vacations to be discussed and agreed to by USV and the City).

~~3.153.14~~ The City shall construct a controlled intersection at South Oneida Street and Lawrence Street at the Project Area entrance as detailed in the Downtown Mobility Study. Oneida Street extended shall be accomplished in accordance with the Downtown Mobility Study.

~~3.163.15~~ The City shall install all infrastructure necessary for USV and ~~Developer~~ the City to commence construction of the Project Area; the detailed list of infrastructure shall be mutually agreed to by USV and the City during the design process.

~~3.173.16~~ The City shall recommend approval for all necessary rezoning, permits, site plans and other Project plans necessary for the construction of the Project Area in accordance to Federal, State and local rules and regulations.

~~3.183.17~~ The City will use its best efforts to make the new address of the Office Unit to be: One Better Way, Appleton, Wisconsin.

~~3.193.18~~ USV shall have a right of first refusal to purchase the Parking Unit in the event that the City ever intends to sell the Parking Unit. In the event the City sells the Parking Unit to a third party, then such new owner shall be required to continue to provide the City discounted parking rates to USV.

ARTICLE 4 UNDERTAKINGS OF THE DEVELOPER

The Developer agrees that it shall:

~~4.3 Construct the Parking Unit.~~

~~4.5 Initiate, or cause to be initiated by third parties, the Parking Unit and complete the same in accordance with the Zoning Code and all other applicable City building codes, fire codes, ordinances and regulations.~~

~~4.7 Obtain all required permits.~~

~~4.9 Construct the parking structure complying with all State of Wisconsin and City of Appleton bidding requirements for public construction.~~

~~4.11 Retain Walker Parking Consultants for design of the parking structure and use Hoffman Planning, Design and Construction as project architect and construction manager for the Parking Unit. No construction work shall be performed by the construction manager. Project shall follow all applicable State and City stormwater laws, regulations and ordinances.~~

~~4.13~~ 4.1 The Developer agrees that the Property shall not be sold to, leased or used by any party in a manner to permit discrimination or restriction on the basis of race, creed ethnic origin or identity, color, gender, religion, marital status, age (except as allowed as part of a senior housing development), handicap, or national origin ~~and that construction, redevelopment, improvement, and operation of the Project shall be in compliance with all applicable laws, ordinances and regulations relating to any of the foregoing.~~

~~4.15 The purchase price payable by USV to the Developer for the Office Unit (including the real estate for any green space and surface parking surrounding the Office Unit) as defined in Exhibit B shall be zero.~~

ARTICLE 5 UNDERTAKINGS OF USV

5.1 USV will construct only the Office Unit (including the real estate for any green space and surface parking surrounding the Office Unit).

5.2 USV will guarantee an annual property tax payment from the development of \$1,~~157,750~~274,755, the amount based upon a projected value of \$~~495~~4.5 Million, the valuation will be determined based on then current version of the State of Wisconsin Assessor's Manual, which may include personal property, land acquisition costs and all other development costs times the current tax rate ("Guarantee Increment"). This is a minimum valuation guaranty to ensure that the Project Area generates tax increment

sufficient to fund the City Investment. Commencing on the tax year after USV takes occupancy and continuing until the District is terminated ("Guarantee Period"), if for any year the Value Increment of the Project Area for such year ("Actual Increment") is less than the Guaranteed Increment, then USV shall pay to the City an amount equal to the difference between the Guaranteed Increment and Actual Increment for such year multiplied by the City's applicable mill rate for such year ("Guaranteed Payment").

5.3 USV will use Hoffman Planning, Design and Construction as project architect and construction manager for the Office Unit. No construction work shall be performed by the construction manager. [Development of the](#) Project Area shall follow all applicable State and City stormwater laws, regulations and ordinances.

5.4 USV shall dedicate the north twenty feet (20') of the proposed property for the reconstruction of Lawrence Street in accordance with the City of Appleton's Downtown Mobility Study, as indicated on the map attached as [Exhibit D](#).

[5.5](#) Any easements necessary for underground utilities shall be provided by ~~US Venture~~[USV](#), as mutually agreed between the parties.

~~5.5~~

ARTICLE 6 TAX STATUS

6.1 As long as the District is in existence, the Project including the land and all buildings and improvements thereon shall be owned and taxable for real estate tax, special assessment purposes and personal property taxes. The City may waive the above restriction upon execution of a payment in lieu of taxes (PILOT) agreement, in a form acceptable to the City, made between the City and the owner or lessee of the applicable portion of the Property.

ARTICLE 7 NO PARTNERSHIP OR VENTURE

7.1 USV and ~~Developer, and their~~[its](#) affiliates and successors, and their contractors or subcontractors, shall be solely responsible for the completion of the [Office Project new corporate headquarters for U.S. Venture, Inc.](#) Nothing contained in this Agreement shall create or effect any partnership, venture or relationship between the City and USV or Developer or any contractor or subcontractor employed by them in the construction of the Project.

ARTICLE 8

CONFLICT OF INTEREST

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

ARTICLE 9 WRITTEN NOTICES

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

FOR THE CITY:

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

With a copy to:

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

DEVELOPER:

Bluff Site Development, LLC
[nka One Lawrence Street, LLC](#)
Attn: John E. Pfefferle
200 East Washington Street
Suite 2A
Appleton, WI 54911

AND

U.S. Venture, Inc.

Attn: John A. Schmidt
425 Better Way
Appleton, WI 54915

With a copy to:
U.S. Venture, Inc.
Attn: Elyse Mollner Stackhouse, General Counsel
425 Better Way
Appleton, WI 54915

ARTICLE 10 ASSIGNMENT

- 10.1 No party to this Agreement may assign any of its interest or obligations hereunder without first obtaining the written consent of all other parties except as otherwise provided for in this Agreement. Notwithstanding the foregoing, USV or Developer may assign its rights and obligations under this Agreement, in whole or in part, to a successor owner of any portion of the Property. In addition, Developer may assign its rights under this Agreement to any lender providing financing for any portion of the Project and shall notify the City of any such assignment. The City shall not be bound to any such assignment until it has received written notice, including whether the Agreement has been assigned in whole or in part, the portion of the Property affected and which rights and obligations have been assigned. USV and Developer may assign its rights and obligations hereunder without corresponding assignment of its right to collect the Contribution.

SIGNATURES BEGIN ON THE FOLLOWING PAGE

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

CITY OF APPLETON:

By: _____
Timothy M. Hanna, Mayor

ATTEST:

By: _____
Kami Lynch, City Clerk

STATE OF WISCONSIN)
 : ss.
OUTAGAMIE COUNTY)

Personally came before me this ____ day of ~~December, 2017~~August, 2018, Timothy M. Hanna, Mayor and Kami Lynch, City Clerk, of the City of Appleton respectively, to me known to be the persons who executed the foregoing instrument and acknowledged the same in the capacity and for the purposes therein intended.

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

APPROVED AS TO FORM:

James P. Walsh, City Attorney
[City Law: A17-0066](#)
[USV – Amendment to Dev Agrm – FINAL – 07-27-2018](#)

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

DEVELOPER:

BLUFF SITE DEVELOPMENT, LLC
nka ONE LAWRENCE STREET, LLC

By: _____
John E. Pfefferle, ~~Managing Member~~ Manager

By: _____
Paul Hoffman, Member

STATE OF WISCONSIN)
 : ss.
OUTAGAMIE COUNTY)

Personally came before me this ____ day of ~~December, 2017~~ August, 2018, John E. Pfefferle ~~and Paul Hoffman~~, to me known to be the ~~persons~~ person who executed the foregoing instrument and acknowledged the same in the capacity and for the purposes therein intended.

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

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

U.S. VENTURE, INC.

By: _____
John A. Schmidt, President

STATE OF WISCONSIN)
 : ss.
OUTAGAMIE COUNTY)

Personally came before me this ____ day of ~~December, 2017~~August, 2018, John Schmidt, to me known to be the person who executed the foregoing instrument and acknowledged the same in the capacity and for the purposes therein intended.

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

EXHIBIT A

City created Tax Increment District No. 11

See attached.

EXHIBIT B

Initial Site Map of US Venture Project Area and Surrounding Development

See attached.

EXHIBIT C

Map Showing Parking Entrances

See attached.

EXHIBIT D

Reconstruction of Lawrence Street - City of Appleton's Downtown Mobility Study

See attached.

77-18

AN ORDINANCE AMENDING SECTION 19-86 OF CHAPTER 19 OF THE MUNICIPAL CODE OF THE CITY OF APPLETON, RELATING TO PARKING RESTRICTIONS.

(Municipal Services Committee 08-01-2018)

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

Section 1: That Section 19-86 of Chapter 19 of the Municipal Code of the City of Appleton, relating to parking restrictions, is hereby repealed:

Ord. 83-42: “Parking be restricted to two hours on the north side of Eighth Street from 79’ east of Linwood Avenue east for 53’.”

Section 2: This ordinance shall be in full force and effect from and after its passage and publication, and upon its passage and publication, the Traffic Engineer is authorized and directed to make the necessary changes in the Parking District Map in accordance with this Ordinance.

78-18

**AN ORDINANCE ANNEXING TERRITORY
TO THE CITY OF APPLETON, WISCONSIN.**

(Apple Ridge Annexation)

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

Section 1. Territory Annexed. In accordance with §66.0217 of the Wisconsin Statutes for 2015 – 2016 and the *Unanimous Petition for Direct Annexation* filed with the City Clerk on July 5, 2018, the following described territory in the Town of Grand Chute, Outagamie County, Wisconsin, lying contiguous to the City of Appleton, is hereby annexed to the City of Appleton, Wisconsin:

Part of the Southwest 1/4 of the Fractional Northwest 1/4; part of the Southeast 1/4 of the Fractional

Northwest 1/4; part of Lot 1 CSM 3850 being part of the Northwest 1/4 of the Fractional Northwest 1/4 and all of Lot 2 CSM 3863, located in part of the Northwest 1/4 of the Fractional Southwest 1/4, all located in Section 06, Township 21 North, Range 18 East, Town of Grand Chute, Outagamie County, Wisconsin, containing 4,314,471 Square Feet (99.1155Acres) of land described as follows:

Commencing at the West 1/4 corner of Section 06; thence along the North line of the Fractional Southwest 1/4 of said Section 06, S89°27'19"E, 50.00 feet to the point of beginning, thence N00°06'49"W, 577.93 feet; thence N53°43'00"E, 64.40 feet; thence N89°43'17"E, 208.13 feet; thence N00°16'43"W, 152.42 feet to the Southeast right of way of E. Apple Creek Road/CTH E; thence, along said Southeast right of way, N53°55'14"E, 296.03 feet; thence, continuing along said Southeast right of way, N81°23'24"E, 37.00 feet; thence, continuing along said Southeast right of way, N53°15'39"E, 139.50 feet; thence, S27°06'22"W, 10.06 feet; thence S26°03'45"E, 100.16 feet to the South line of Lot 1 CSM 3850; thence, along said South line and the extension thereof, S89°39'43"E, 1507.81 feet; thence S00°20'17"W, 456.72 feet; thence S28°25'33"E, 55.45 feet; thence S55°27'06"E, 135.41 feet; thence S05°33'54"E, 247.09 feet; thence S01°36'33"W, 362.73 feet; thence S07°45'07"E, 225.93 feet; thence S17°26'50"E, 171.00 feet; thence N71°17'21"E, 12.59 feet; thence S18°42'39"E, 128.23 feet; thence S05°31'46"E, 70.52 feet; thence S03°30'35"E, 188.39 feet; thence S13°52'54"W, 307.18 feet to the East/West 1/4 line of said Fractional Southwest 1/4; thence, along said 1/4 line, N89°51'14"W, 1676.30 feet to the Southeast corner of Lot 1 CSM 3359; thence, along the East line of said Lot 1 N00°08'27"W, 168.72 feet to a point on the South line Lot 4 CSM 492; thence, along said South line and the extension thereof; N42°16'25"E, 380.84 feet to a point on the South line of Lot 1 CSM 3863; thence along said South line N61°41'30"E, 121.06 feet to the Southeast corner of Said Lot 1; thence 65.78 feet along the arc of a curve to the left with a radius of 677.00 feet and a chord of 65.75 feet which bears N49°54'04"W; thence 151.14 feet along the arc of a curve to the right with a radius of 433.00 feet and a chord of 150.37 feet which bears N42°41'07"W to the East right of way line of Ridge Haven Lane; thence, along said East right of way line, N32°41'14"W, 66.19 feet to the Southeast corner of Lot 1 of said CSM 492; thence, along the East line of said Lot 1, 216.38 feet along the arc of a curve to the left with a radius of 800.00 feet and a chord of 215.72 feet which bears N50°09'58"W to the Northeast corner of said Lot 1; thence, along the North line of said CSM 492, S61°34'24"W, 219.84 feet to the Northwest corner of said Lot 1 CSM 492; thence, continuing along said North line, S82°55'15"W, 207.57 feet to the Southwest corner of Lot 2 of said CSM 492; thence N00°09'08"W, 594.57 feet to said North line of the Fractional Southwest 1/4; thence along said North line, N89°27'19"W, 352.98 feet to the point of beginning.

Tax Parcel numbers of lands to be annexed: 101156701, 101156700, 101157108, part of 101156100, part of 101156900, and part of 101157000.

The current population of such territory is 0 people.

Section 2. Effect of Annexation. From and after the date of this ordinance, the territory described in Section 1 shall be a part of the City of Appleton for any and all purposes provided by law and all persons coming or residing within such territory shall be subject to all ordinances, rules and regulations governing the City of Appleton.

Section 3. Ward Designation. The territory described in Section 1 of this ordinance is

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

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

Temporary AG (Temporary Agricultural District)

Section 5. Severability. If any provision of this ordinance is invalid or unconstitutional, or if the application of this ordinance to any person or circumstances is invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the other provisions or applications of this ordinance, which can be given without the invalid or unconstitutional provision or application.

Section 6. Effective Date. This ordinance shall take effect upon passage and publication.

79-18

AN ORDINANCE AMENDING ORDINANCE NO. 45-16 ANNEXING TERRITORY TO THE CITY OF APPLETON, WISCONSIN.

(Plach Annexation)
(Safety and Licensing 08-01-2018)

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

Section 1. Territory Annexed. In accordance with §66.0217 of the Wisconsin Statutes for 2015 – 2016 and the *Unanimous Petition for Direct Annexation* filed with the City Clerk on March 10, 2016, the following described territory in the Town of Grand Chute, Outagamie County, Wisconsin, lying contiguous to the City of Appleton, is hereby annexed to the City of

Appleton, Wisconsin:

A part of the Northwest ¼ of the Southwest ¼ of Section 6, Township 21 North, Range 18 East, Town of Grand Chute, Outagamie County, Wisconsin, containing 2.35 Acres of land m/l and described as follows:

Commencing at the West ¼ corner of said Section 6;

Thence South 00°09'04" East 389.00 feet along the West line of the Southwest ¼ of said Section 6;

Thence South 89°27'15" East 50.00 feet to the point of beginning;

Thence continue South 89°27'15" East 352.99 feet;

Thence South 00°09'04" East 290.65 feet;

Thence North 89°21'45" West 353.00 feet;

Thence North 00°09'04" West 290.085 feet to the Point of Beginning.

Intending to annex to the City of Appleton all those lands of the owner contained within Trustee Deed Document Number 1932549.

The current population of such territory is 0 people.

Section 2. Effect of Annexation. From and after the date of this ordinance, the territory described in Section 1 shall be a part of the City of Appleton for any and all purposes provided by law and all persons coming or residing within such territory shall be subject to all ordinances, rules and regulations governing the City of Appleton.

Section 3. Ward Designation. The territory described in Section 1 of this ordinance is hereby made a part of the Thirty-eighth (38th) Ward, attached to the Thirteenth (13th) Aldermanic District of the City of Appleton, Outagamie County, subject to the ordinances, rules and regulations of the City governing wards.

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

R-1B Single-Family Residential

Section 5. Severability. If any provision of this ordinance is invalid or unconstitutional, or if the application of this ordinance to any person or circumstances is invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the other provisions or

applications of this ordinance, which can be given without the invalid or unconstitutional provision or application.

Section 6. Effective Date. This ordinance shall take effect upon passage and publication.