



# City of Appleton

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

## Meeting Agenda - Final-revised Common Council

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Wednesday, August 5, 2020

7:00 PM

Council Chambers

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- A. CALL TO ORDER
- B. INVOCATION
- C. PLEDGE OF ALLEGIANCE TO THE FLAG
- D. ROLL CALL OF ALDERPERSONS
- E. ROLL CALL OF OFFICERS AND DEPARTMENT HEADS
- F. APPROVAL OF PREVIOUS COUNCIL MEETING MINUTES

[20-0996](#) Common Council Meeting Minutes of July 15, 2020

**Attachments:** [CC Minutes 7-15-2020.pdf](#)

- G. BUSINESS PRESENTED BY THE MAYOR

[20-0997](#) Women's Equality and 19th Amendment Centennial Celebration Day Proclamation

[20-0998](#) Previously Presented Proclamations:

- Children's Week Proclamation
- ADA Anniversary Proclamation
- Face Coverings Proclamation

**Attachments:** [Children's Week Proclamation.pdf](#)

[ADA Anniversary Proclamation.pdf](#)

[Face Coverings Proclamation.pdf](#)

[20-0999](#) COVID-19 Update

**Attachments:** [COVID -19 Council Meeting \(006\).pdf](#)

- H. PUBLIC PARTICIPATION

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

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

[20-0924](#) Request from Park Central for a Street Occupancy Permit for balconies to extend into the alley right-of-way 5'-8" with the minimum clearance of 14 feet at 318 W College Avenue.

**Attachments:** [318 W College Ave-Street Occupancy Permit.pdf](#)

**Legislative History**

7/20/20	Municipal Services Committee	recommended for approval
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[20-0925](#) Request from Friends of Hearthstone, Inc. to Vinyl wrap the traffic control box at the corner of S. Memorial Drive and W. Prospect Avenue be approved subject to the conditions outlined by the Appleton Public Art Committee.

**Attachments:** [Friends of Hearthstone-Vinyl wrap traffic control box.pdf](#)

**Legislative History**

7/20/20	Municipal Services Committee	recommended for approval
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[20-0926](#) Approve State/Municipal Agreement for the design and construction of the Olde Oneida Street Bridge over the Power Canal.

**Attachments:** [Agreement-Olde Oneida St Bridge.pdf](#)

**Legislative History**

7/20/20	Municipal Services Committee	recommended for approval
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[20-0927](#) Request from Jason Bruehl, 2907 E. Rail Road, for a variance to Municipal Code 19-91(f)(3) to extend driveway 15 feet.

**Attachments:** [2907 E Rail Road-driveway variance.pdf](#)

**Legislative History**

7/20/20	Municipal Services Committee	recommended for approval
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[20-0928](#) Request from The Marigold Mile to expand their Street Occupancy permit to install a 2nd sign at a 45 degree angle from the existing sign at the corner of S. Oneida Street and S. Olde Oneida Street.

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

**Legislative History**

7/20/20	Municipal Services Committee	recommended for approval
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[20-0929](#) Request from Jaymie Holtz to have the \$50 Weed Administration Fee waived for 3522 N. Mariah Lane.

**Attachments:** [3522 N Mariah Lane-Weed Admin. Fee waived.pdf](#)

**Legislative History**

7/20/20	Municipal Services Committee	recommended for denial
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[20-0959](#) Approve the installation of STOP signs on Boyd Court at Plank Road.

**Attachments:** [Boyd Plank \(uncontrolled-to-stop\) \(003\).pdf](#)

**Legislative History**

7/20/20	Municipal Services Committee	recommended for approval
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[20-0960](#) Approve the installation of STOP signs on Esther Street at Christine Street.

**Attachments:** [Christine-Esther intersection.pdf](#)

**Legislative History**

7/20/20	Municipal Services Committee	recommended for approval
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[20-0961](#) Approve the installation of YIELD signs on Woodland Avenue at Kenilworth Avenue/Woodland Court.

**Attachments:** [Kenilworth Woodland \(uncontrolled-to-yield\).pdf](#)

**Legislative History**

7/20/20	Municipal Services Committee	recommended for approval
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## 2. MINUTES OF THE SAFETY AND LICENSING COMMITTEE

[20-0326](#) Recommended Denial of Class "B" Beer License application for Nusara Yang d/b/a Jai Sung Mah Pool Club, located at 122 W Wisconsin Ave.

**Attachments:** [Jai Sung Mah Pool Club.pdf](#)

[Nusara Yang denial LtMiller.pdf](#)

**Legislative History**

7/22/20      Safety and Licensing      recommended for approval  
Committee

[20-0915](#)

Salvage Dealer License application for Mr C's Motorcycles, LLC, Janet Ristau, Applicant, located at 724 S Outagamie St, contingent upon approval from all departments.

**Attachments:** [Mr C's Motorcycles LLC S&L.pdf](#)

**Legislative History**

7/22/20      Safety and Licensing      recommended for approval  
Committee

[20-0916](#)

Class "B" Beer and "Class C" Wine License application for WAAM Enterprises LLC d/b/a Acoca, William J Wetzell Jr, Agent, located at 500-502 W College Ave, contingent upon approval from all departments.

**Attachments:** [Acoca.pdf](#)

**Legislative History**

7/22/20      Safety and Licensing      recommended for approval  
Committee

[20-0917](#)

Class "A" Beer License Change of Agent application for Kwik Trip Inc d/b/a Kwik Trip #181, Jennifer L Lundt, NEW Agent, located at 730 E Wisconsin Ave, contingent upon approval from the Police Department.

**Attachments:** [Jennifer L Lundt S&L.pdf](#)

**Legislative History**

7/22/20      Safety and Licensing      recommended for approval  
Committee

[20-0956](#)

Commercial Quadricycle license renewal application for The Social Station, LLC.

**Attachments:** [The Social Station- Chris Burns.pdf](#)

**Legislative History**

7/22/20      Safety and Licensing      recommended for approval  
Committee

3.      **MINUTES OF THE CITY PLAN COMMISSION**
4.      **MINUTES OF THE PARKS AND RECREATION COMMITTEE**
5.      **MINUTES OF THE FINANCE COMMITTEE**



- [20-0973](#) Request to award Unit L-20 Bridge Maintenance to Lunda Construction in the amount of \$152,045 with a 4.6% contingency of \$6,955 for a project total not to exceed \$159,000

**Attachments:** [Award of Contract Unit L-20.pdf](#)

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

- [20-0784](#) Request to waive the City's repurchase rights for Tax Id #31-1-6510-51, Lot 1 of CSM 7369, in the Northeast Business Park, allowing the transfer from Fox Valley Investment Properties, LLC to Luther Group, LLC and/or assigns; this waiver is not transferable, survivable, or assignable and the City's repurchase rights remain on the property. An additional variance request to the Declaration of Covenants and Restrictions be granted allowing access to Evergreen Drive as described in section 12 of the attached site plan review letter dated July 15, 2020.

**Attachments:** [NEBP Lot 1 of CSM 7369 Waiver Memo 7-22-20.pdf](#)  
[Variance Request Letter Luther Group 07152020.pdf](#)  
[Purchase and Sale Agreement SE Evergreen & Lightning Parcel.pdf](#)  
[Site Plan #16-20\\_1st Review Letter 7-15-20.pdf](#)  
[CSM7369.pdf](#)  
[NEBP #2 Covenants.pdf](#)  
[FV MOB Exterior Rendering 2020 0630.pdf](#)  
[FV MOB Site Plan 2020 0630.pdf](#)

**Legislative History**

7/22/20	Community & Economic Development Committee	recommended for approval
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- [20-0920](#) Request to approve the Coordinated Entry System Policies and Procedures Manual

**Attachments:** [Memo to CEDC Seeking Coord Entry Policies Approval 7-22-20.pdf](#)  
[Coordinated Entry System Policies and Procedures Draft.pdf](#)

**Legislative History**

7/22/20	Community & Economic Development Committee	recommended for approval
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- [20-0921](#) Request to approve the Motel Voucher Program Policies and Procedures

**Attachments:** [Memo to CEDC Seeking Motel Voucher Policies Approval 7-22-20.pdf](#)  
[Motel Voucher Program Policies and Procedures Draft.pdf](#)

**Legislative History**

7/22/20	Community & Economic Development Committee	recommended for approval
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[20-0945](#)

**\*\*CRITICAL TIMING\*\*** Request to approve the Offer to Purchase from Security-Luebke Roofing, Inc., and/or its assigns, to purchase the easternmost 30 feet of Lot 6, Southpoint Commerce Park Plat No. 1, comprised of approximately 12,598 square feet, at a purchase price of \$13,731.82 (\$40,000 per acre)

**Attachments:** [OTP Security Luebke Roofing Memo 7-22-20.pdf](#)

[Offer to Purchase Security Luebke Roofing Part of Lot 6 Southpoint 7-16-20.p](#)

[Southpoint Available Parcels11-15-19.pdf](#)

[SPCP Deed Restrictions.pdf](#)

**Legislative History**

7/22/20	Community & Economic Development Committee	recommended for approval
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## **7. MINUTES OF THE UTILITIES COMMITTEE**

[20-0933](#)

Request to award three-year contract for City Service invoice printing and mailing services to Primadata LLC.

**Attachments:** [Memo Invoice Printing Contract.pdf](#)

**Legislative History**

7/21/20	Utilities Committee	recommended for approval
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[20-0935](#)

Request Approval of the Electronic Compliance Maintenance Annual Report (eCMAR) for 2019 and Request the following Resolution be presented to the Common Council for approval:

Whereas, the City of Appleton has successfully been operating a biosolids compost program in cooperation with the Outagamie Department of Solid Waste; and

Whereas, Outagamie County has committed to continue to allowing biosolids composting on over five acres of County property; and

Whereas, the City of Appleton had applied for and now has been re-issued a Wisconsin Pollution Discharge Elimination System (WPDES) permit; and

Whereas, the WPDES permit application requested and the facility was approved for a biosolids compost program and outfall; and

Whereas, the City of Appleton now meets requirements of NR 204 for biosolids storage due to the reissuance of the WPDES permit as of April 1, 2017;

Now, therefore, be it resolved by the City Council that the City of Appleton:

Article 1. Continues supporting the current biosolids compost program

Article 2. Continue planning for long term biosolids solutions, such as biosolids composting as the County site is limited to the next two years.

**Attachments:** [2019 eCMAR Final Council Memo .pdf](#)  
[2019 eCMAR Final.pdf](#)

**Legislative History**

7/21/20                      Utilities Committee                      recommended for approval

[20-0951](#)

Approve amending temporary Ordinance 94-20 extending the suspension of Sewer Service, Stormwater Utility, and Solid Waste Collection late charges to November 16, 2020 as recommended by staff.

**Attachments:** [Late Fee COVID-19 Waiver Memo and Proposed Amendment.pdf](#)

**Legislative History**

7/21/20                      Utilities Committee                      recommended for approval

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

**9. MINUTES OF THE FOX CITIES TRANSIT COMMISSION****10. MINUTES OF THE BOARD OF HEALTH****M. CONSOLIDATED ACTION ITEMS****N. ITEMS HELD****O. ORDINANCES**

[20-0974](#) Ordinance 94-20

Attachments: [AMEND094.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.*



# City of Appleton

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## Meeting Minutes - Final Common Council

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Wednesday, July 15, 2020

7:00 PM

Council Chambers

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A. CALL TO ORDER

*The meeting was called to order by Mayor Woodford at 7:00 pm*

B. INVOCATION

*The invocation was offered by Alderperson Siebers*

C. PLEDGE OF ALLEGIANCE TO THE FLAG

D. ROLL CALL OF ALDERPERSONS

**Present:** 15 - Alderperson William Siebers, Alderperson Vered Meltzer, Alderperson Brad Firkus, Alderperson Joe Martin, Alderperson Katie Van Zeeland, Alderperson Denise Fenton, Alderperson Maiyoua Thao, Alderperson Matthew Reed, Alderperson Alex Schultz, Alderperson Mike Smith, Alderperson Nate Wolff, Alderperson Kyle Lobner, Alderperson Joe Prohaska, Alderperson Corey Otis and Mayor Jake Woodford

**Absent:** 1 - Alderperson Patti Coenen

E. ROLL CALL OF OFFICERS AND DEPARTMENT HEADS

*City Attorney Behrens, Deputy City Attorney Abshire, City Clerk Lynch, Director of Community & Economic Development Harkness, Director of Finance Saucerman, Fire Chief Hansen, Health Officer Eggebrecht, Director of Human Resources Matz, Director of Information Technology Fox, Library Director Rortvedt, Director of Parks, Recreation & Facilities Gazza, Police Chief Thomas, Director of Public Works Vandehey, Director of Utilities Shaw, Valley Transit General Manager McDonald*

F. APPROVAL OF PREVIOUS COUNCIL MEETING MINUTES

[20-0907](#)

Common Council Meeting Minutes of July 1, 2020

**Attachments:** [CC Minutes 7-1-2020.pdf](#)

Alderperson Otis moved, seconded by Alderperson Reed, that the Minutes be adjourned. Roll Call. Motion carried by the following vote:

**Aye:** 14 - Alderperson William Siebers, Alderperson Vered Meltzer, Alderperson Brad Firkus, Alderperson Joe Martin, Alderperson Katie Van Zeeland, Alderperson Denise Fenton, Alderperson Maiyoua Thao, Alderperson Matthew Reed, Alderperson Alex Schultz, Alderperson Mike Smith, Alderperson Nate Wolff, Alderperson Kyle Lobner, Alderperson Joe Prohaska and Alderperson Corey Otis

**Absent:** 1 - Alderperson Patti Coenen

**Abstained:** 1 - Mayor Jake Woodford

## G. BUSINESS PRESENTED BY THE MAYOR

[20-0914](#) COVID-19 Update

**Attachments:** [COVID-19 Update 7-15-20.pdf](#)

The item was presented

## H. PUBLIC PARTICIPATION

## I. PUBLIC HEARINGS

[20-0860](#) Public Hearing for Rezoning #4-20: Plamann Park

**Attachments:** [ClassIIPublicHearingNoticeNewspaper\\_PlamannParkAnnex\\_Rezoning #4-20.pdf](#)

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

## J. SPECIAL RESOLUTIONS

[20-0908](#) Resolution Authorizing the Sale of \$15,000,000 General Obligation Promissory Notes

**Attachments:** [Appleton 2020 G.O. Promissory Notes - Award Resolution.pdf](#)  
[REV. Appleton 2020 G.O. Promissory Notes - Award Resolution.pdf](#)

**Alderperson Reed moved, seconded by Alderperson Otis, that the Resolution be approved. Roll Call. Motion carried by the following vote:**

**Aye:** 14 - Alderperson William Siebers, Alderperson Vered Meltzer, Alderperson Brad Firkus, Alderperson Joe Martin, Alderperson Katie Van Zeeland, Alderperson Denise Fenton, Alderperson Maiyoua Thao, Alderperson Matthew Reed, Alderperson Alex Schultz, Alderperson Mike Smith, Alderperson Nate Wolff, Alderperson Kyle Lobner, Alderperson Joe Prohaska and Alderperson Corey Otis

**Absent:** 1 - Alderperson Patti Coenen

**Abstained:** 1 - Mayor Jake Woodford

[20-0909](#)

Resolution Authorizing the Sale of \$10,995,000 Sewerage System Revenue Refunding Bonds

**Attachments:** [Appleton 2020 Sewer Revenue Refunding Bonds - Award Resolution.pdf](#)  
[REV. Appleton 2020 Sewer Revenue Refunding Bonds - Award Resolution.pdf](#)

**Alderson Lobner moved, seconded by Alderson Otis, that the Resolution be amended to change the amount to \$10,850,000. Roll Call. Motion carried by the following vote:**

**Aye:** 14 - Alderson William Siebers, Alderson Vered Meltzer, Alderson Brad Firkus, Alderson Joe Martin, Alderson Katie Van Zeeland, Alderson Denise Fenton, Alderson Maiyoua Thao, Alderson Matthew Reed, Alderson Alex Schultz, Alderson Mike Smith, Alderson Nate Wolff, Alderson Kyle Lobner, Alderson Joe Prohaska and Alderson Corey Otis

**Absent:** 1 - Alderson Patti Coenen

**Abstained:** 1 - Mayor Jake Woodford

**Alderson Prohaska moved, seconded by Alderson Otis, that the Resolution as amended be approved. Roll Call. Motion carried by the following vote:**

**Aye:** 14 - Alderson William Siebers, Alderson Vered Meltzer, Alderson Brad Firkus, Alderson Joe Martin, Alderson Katie Van Zeeland, Alderson Denise Fenton, Alderson Maiyoua Thao, Alderson Matthew Reed, Alderson Alex Schultz, Alderson Mike Smith, Alderson Nate Wolff, Alderson Kyle Lobner, Alderson Joe Prohaska and Alderson Corey Otis

**Absent:** 1 - Alderson Patti Coenen

**Abstained:** 1 - Mayor Jake Woodford

[20-0910](#)

Resolution Authorizing the Sale of \$2,850,000 Storm Water Revenue Bonds

**Attachments:** [Appleton 2020 Storm Water Revenue Bonds - Award Resolution.pdf](#)  
[REV. Appleton 2020 Storm Water Revenue Bonds - Award Resolution.pdf](#)

**Alderson Lobner moved, seconded by Alderson Otis, that the Resolution be amended to change the amount to \$2,965,000. Roll Call. Motion carried by the following vote:**

**Aye:** 14 - Alderperson William Siebers, Alderperson Vered Meltzer, Alderperson Brad Firkus, Alderperson Joe Martin, Alderperson Katie Van Zeeland, Alderperson Denise Fenton, Alderperson Maiyoua Thao, Alderperson Matthew Reed, Alderperson Alex Schultz, Alderperson Mike Smith, Alderperson Nate Wolff, Alderperson Kyle Lobner, Alderperson Joe Prohaska and Alderperson Corey Otis

**Absent:** 1 - Alderperson Patti Coenen

**Abstained:** 1 - Mayor Jake Woodford

**Alderperson Fenton moved, seconded by Alderperson Otis, that the Resolution as amended be approved. Roll Call. Motion carried by the following vote:**

**Aye:** 14 - Alderperson William Siebers, Alderperson Vered Meltzer, Alderperson Brad Firkus, Alderperson Joe Martin, Alderperson Katie Van Zeeland, Alderperson Denise Fenton, Alderperson Maiyoua Thao, Alderperson Matthew Reed, Alderperson Alex Schultz, Alderperson Mike Smith, Alderperson Nate Wolff, Alderperson Kyle Lobner, Alderperson Joe Prohaska and Alderperson Corey Otis

**Absent:** 1 - Alderperson Patti Coenen

**Abstained:** 1 - Mayor Jake Woodford

#### 20-0911

Resolution Authorizing the Sale of \$6,620,000 Water System Revenue Bonds

**Attachments:** [Appleton 2020 Water Revenue Bonds - Award Resolution.pdf](#)  
[REV. Appleton 2020 Water Revenue Bonds - Award Resolution.pdf](#)

**Alderperson Lobner moved, seconded by Alderperson Otis, that the Resolution be amended to change the amount to \$6,865,000. Roll Call. Motion carried by the following vote:**

**Aye:** 14 - Alderperson William Siebers, Alderperson Vered Meltzer, Alderperson Brad Firkus, Alderperson Joe Martin, Alderperson Katie Van Zeeland, Alderperson Denise Fenton, Alderperson Maiyoua Thao, Alderperson Matthew Reed, Alderperson Alex Schultz, Alderperson Mike Smith, Alderperson Nate Wolff, Alderperson Kyle Lobner, Alderperson Joe Prohaska and Alderperson Corey Otis

**Absent:** 1 - Alderperson Patti Coenen

**Abstained:** 1 - Mayor Jake Woodford

**Alderperson Prohaska moved, seconded by Alderperson Otis, that the Resolution as amended be approved. Roll Call. Motion carried by the following vote:**

**Aye:** 13 - Alderperson William Siebers, Alderperson Vered Meltzer, Alderperson Brad Firkus, Alderperson Katie Van Zeeland, Alderperson Denise Fenton, Alderperson Maiyoua Thao, Alderperson Matthew Reed, Alderperson Alex Schultz, Alderperson Mike Smith, Alderperson Nate Wolff, Alderperson Kyle Lobner, Alderperson Joe Prohaska and Alderperson Corey Otis

**Nay:** 1 - Alderperson Joe Martin



**Absent:** 1 - Alderperson Patti Coenen

**Abstained:** 1 - Mayor Jake Woodford

## K. ESTABLISH ORDER OF THE DAY

### [20-0833](#)

Request from Nadine Van Lieshout on behalf of the Marigold Mile for a Street Occupancy Permit to place small signs within the Marigold Mile planting areas during 2020 as a fund raising opportunity.

**Attachments:** [Marigold Mile Signage.pdf](#)

**Alderperson Otis moved, seconded by Alderperson Reed, that the Request be approved. Roll Call. Motion carried by the following vote:**

**Aye:** 14 - Alderperson William Siebers, Alderperson Vered Meltzer, Alderperson Brad Firkus, Alderperson Joe Martin, Alderperson Katie Van Zeeland, Alderperson Denise Fenton, Alderperson Maiyoua Thao, Alderperson Matthew Reed, Alderperson Alex Schultz, Alderperson Mike Smith, Alderperson Nate Wolff, Alderperson Kyle Lobner, Alderperson Joe Prohaska and Alderperson Corey Otis

**Absent:** 1 - Alderperson Patti Coenen

**Abstained:** 1 - Mayor Jake Woodford

### [20-0834](#)

Request from Nadine Van Lieshout for a street occupancy permit to create a butterfly habitat in the terrace area in front of the mural at the corner of Jackman Street and Water Street contingent upon all installation, maintenance and watering being the responsibility of Nadine Van Lieshout or other volunteers, and not the responsibility of the City of Appleton.

**Attachments:** [Plantings by mural.pdf](#)

**Alderperson Prohaska moved, seconded by Alderperson Reed, that the Request be approved. Roll Call. Motion carried by the following vote:**

**Aye:** 14 - Alderperson William Siebers, Alderperson Vered Meltzer, Alderperson Brad Firkus, Alderperson Joe Martin, Alderperson Katie Van Zeeland, Alderperson Denise Fenton, Alderperson Maiyoua Thao, Alderperson Matthew Reed, Alderperson Alex Schultz, Alderperson Mike Smith, Alderperson Nate Wolff, Alderperson Kyle Lobner, Alderperson Joe Prohaska and Alderperson Corey Otis

**Absent:** 1 - Alderperson Patti Coenen

**Abstained:** 1 - Mayor Jake Woodford

## L. COMMITTEE REPORTS

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

**Alderperson Reed moved, Alderperson Otis seconded, to approve the report.  
The motion carried by the following vote:**

**Aye:** 14 - Alderperson William Siebers, Alderperson Vered Meltzer, Alderperson Brad Firkus, Alderperson Joe Martin, Alderperson Katie Van Zeeland, Alderperson Denise Fenton, Alderperson Maiyoua Thao, Alderperson Matthew Reed, Alderperson Alex Schultz, Alderperson Mike Smith, Alderperson Nate Wolff, Alderperson Kyle Lobner, Alderperson Joe Prohaska and Alderperson Corey Otis

**Absent:** 1 - Alderperson Patti Coenen

**Abstained:** 1 - Mayor Jake Woodford

## 1. MINUTES OF THE MUNICIPAL SERVICES COMMITTEE

[20-0835](#)

Request from Leyton Burk, 4721 N. Meade Street, for a variance to Municipal Code 19-91(f)(3) to extend driveway 16 feet.

**Attachments:** [4731 N. Meade St.pdf](#)

This Report Action Item was approved.

## 2. MINUTES OF THE SAFETY AND LICENSING COMMITTEE

[20-0806](#)

Class "A" Beer License Change of Agent application for Kwik Trip Inc d/b/a Kwik Trip #639, Ron W Hoffmeyer, NEW Agent, located at 2175 S Memorial Dr, contingent upon approval from Police Department.

**Attachments:** [Ron W Hoffmeyer S&L.pdf](#)

This Report Action Item was approved.

[20-0811](#)

Pet Store Renewal Application for Petco #1656, located at 3829 E Calumet St, contingent upon approval from all departments.

**Attachments:** [Petco S&L.pdf](#)

This Report Action Item was approved.

[20-0813](#)

Pet Store Renewal Application for HSA Corporation d/b/a Pet Supplies Plus, Angela DeHaan, applicant, located at 702 W Northland Ave, contingent upon approval from all departments.

**Attachments:** [Pet Supplies Plus S&L.pdf](#)

This Report Action Item was approved.

[20-0817](#)

Pet Store Renewal Application for Just Pets, Craig Weborg, applicant, located at 2009 N Richmond St, contingent upon approval from all departments.

**Attachments:** [Just Pets S&L.pdf](#)

This Report Action Item was approved.

[20-0858](#)

Renewal application for Mobile Home Park License for Fox Valley Estates, Moore Enterprises, Inc., located at 106 E Primrose Lane, contingent on approval from all departments.

**Attachments:** [Fox Valley Estates.pdf](#)

This Report Action Item was approved.

[20-0859](#)

Cigarette and Tobacco Product License application for Marley's Smoke Shop, Andrew Thornell, Person in Charge, located at 530 W College Ave.

**Attachments:** [Marley's Smoke Shop S&L.pdf](#)

This Report Action Item was approved.

### 3. MINUTES OF THE CITY PLAN COMMISSION

[20-0742](#)

Request to approve Rezoning #4-20 to rezone the Plamann Park Annexation, formerly part of the Town of Grand Chute, located east of Meade Street and south of Broadway Drive, including to the centerline of the adjacent Meade Street, Broadway Drive, and Ballard Road right-of-way from Temporary AG Agricultural District, R-1A Single-Family District, and R-1B Single-Family District to P-I Public Institutional District as shown on the attached maps

**Attachments:** [StaffReport PlamannPark Rezoning For06-23-20.pdf](#)  
[EmailSubmittedKaraHoman06-22-20 PlamannPark Rezoning.pdf](#)

This Report Action Item was approved.

[20-0815](#)

Request to approve the Broadway Hills Estates Annexation consisting of approximately 39.427 acres located at the northwest corner of the intersection of East Broadway Drive and North French Road, currently in the Town of Freedom, as shown on the attached maps

**Attachments:** [StaffReport\\_BroadwayHillsEstates\\_Annexation\\_For07-07-20.pdf](#)

This Report Action Item was approved.

[20-0816](#)

Request to approve the Trail View Estates South Annexation consisting of approximately 5.8958 acres located between North French Road and North Cherryvale Avenue, south of the creek/trail corridor, currently in the Town of Grand Chute, as shown on the attached maps, subject to the stipulation in the attached staff report

**Attachments:** [StaffReport TrailViewEstatesSouth Annexation For07-07-20.pdf](#)

This Report Action Item was approved.

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

[20-0830](#)

Action Item: Request to accept a grant from the David L. and Rita E. Nelson Family Fund within the Community Foundation of the Fox Valley Region in the amount of \$500,000 for the construction of the Edison Trestle

**Attachments:** [Action item communittee foundation grant.pdf](#)

This Report Action Item was approved.

#### 5. MINUTES OF THE FINANCE COMMITTEE

[20-0902](#)

Request to approve a resolution authorizing and providing for the sale and issuance of \$15,000,000 General Obligation Promissory Notes, Series 2020, and all related details

**Attachments:** [Appleton 2020 G.O. Promissory Notes - Award Resolution.pdf](#)

This Report Action Item was approved.

[20-0903](#)

Request to approve a resolution authorizing and providing for the sale and issuance of ~~\$6,620,000~~ \$6,865,000 Water System Revenue Bonds, Series 2020, and all related details

**Attachments:** [Appleton 2020 Water Revenue Bonds - Award Resolution.pdf](#)

This Report Action Item was approved.

[20-0904](#)

Request to approve a resolution authorizing and providing for the sale and issuance of ~~\$10,995,000~~ \$10,850,000 Sewerage System Revenue Refunding Bonds, Series 2020, and all related details

**Attachments:** [Appleton 2020 Sewer Revenue Refunding Bonds - Award Resolution.pdf](#)

This Report Action Item was approved.

[20-0905](#)

Request to approve a resolution authorizing and providing for the sale and issuance of ~~\$2,850,000~~ \$2,965,000 Storm Water System Revenue Bonds, Series 2020, and all related details

**Attachments:** [Appleton 2020 Storm Water Revenue Bonds - Award Resolution.pdf](#)

This Report Action Item was approved.

[20-0828](#)

Request to accept a grant from the *David L and Rita E Nelson Family Fund within the Community Foundation of the Fox Valley Region* in the amount of \$500,000 for the construction of the Edison Trestle

**Attachments:**     [2020 Community Foundation.pdf](#)  
                                 [City of Appleton Grant.pdf](#)

**This Report Action Item was approved.**

[20-0827](#)

Request to award the City of Appleton's 2020 MSB Cold Storage Roof Replacement project contract to Northeastern Roofing, Inc in the amount of \$160,000 with a contingency of 10% for a project total not to exceed \$176,000

**Attachments:**     [2020 MSB Cold Storage Roof Replacement .pdf](#)

**This Report Action Item was approved.**

[20-0843](#)

Request to award the City of Appleton's 2020 Appleton Wastewater Treatment Plant Painting project contract to Berglund Construction, Co in the amount of \$80,000 with a contingency of \$10,000 for a project total not to exceed \$90,000

**Attachments:**     [2020 AWWTP Painting.pdf](#)

**This Report Action Item was approved.**

[20-0844](#)

Request to award the 2020 PRFMD Fire Alarm project to VOE Power and Systems, LLC in the amount of \$37,697 with a contingency of 10% for a project total not to exceed \$41,467

**Attachments:**     [2020 PRFMD Fire Alarm.pdf](#)

**This Report Action Item was approved.**

[20-0845](#)

Request to approve Contract Amendment/Change Order No. 1 to Contract No. 63-20, Unit E-20 Miscellaneous Concrete & Street Excavation Repair for additional quantities of water related street patches and the addition of Memorial Park Universal Playground sidewalk installations at the request of PRFMD in the amount of \$40,000. Project contingency decreases from \$36,000 to \$26,000. Overall contract increases from \$754,066 to \$784,066

**Attachments:**     [Unit E-20 Change Order No. 1.pdf](#)

This Report Action Item was approved

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

**7. MINUTES OF THE UTILITIES COMMITTEE**

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

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

[20-0839](#)

Request Authorization to issue a P.O. for New Flyer Buses

**Attachments:**     [Request Authorization to Issue PO for Buses 07.2020.pdf](#)

This Report Action Item was approved.

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

**M. CONSOLIDATED ACTION ITEMS**

[20-0912](#)

Consolidated Action Items: Accepting a Grant from the Nelson Family for the Edison Trestle Construction

**Item 20-0829** Finance Committee

**Item 20-0830** Parks & Recreation Committee

**Aldersperson Lobner moved, seconded by Aldersperson Otis, that the Consolidated Action Item be approved. Roll Call. Motion carried by the following vote:**

**Aye:** 14 - Aldersperson William Siebers, Aldersperson Vered Meltzer, Aldersperson Brad Firkus, Aldersperson Joe Martin, Aldersperson Katie Van Zeeland, Aldersperson Denise Fenton, Aldersperson Maiyoua Thao, Aldersperson Matthew Reed, Aldersperson Alex Schultz, Aldersperson Mike Smith, Aldersperson Nate Wolff, Aldersperson Kyle Lobner, Aldersperson Joe Prohaska and Aldersperson Corey Otis

**Absent:** 1 - Aldersperson Patti Coenen

**Abstained:** 1 - Mayor Jake Woodford

N. ITEMS HELD

O. ORDINANCES

[20-0913](#)

Ordinances 82-20 through 93-20

**Attachments:** [Ordinances for 7-15-2020 Council Meeting.pdf](#)

**Aldersperson Otis moved, seconded by Aldersperson Prohaska, that the Ordinances be approved. Roll Call. Motion carried by the following vote:**

**Aye:** 14 - Aldersperson William Siebers, Aldersperson Vered Meltzer, Aldersperson Brad Firkus, Aldersperson Joe Martin, Aldersperson Katie Van Zeeland, Aldersperson Denise Fenton, Aldersperson Maiyoua Thao, Aldersperson Matthew Reed, Aldersperson Alex Schultz, Aldersperson Mike Smith, Aldersperson Nate Wolff, Aldersperson Kyle Lobner, Aldersperson Joe Prohaska and Aldersperson Corey Otis

**Absent:** 1 - Aldersperson Patti Coenen

**Abstained:** 1 - Mayor Jake Woodford

P. LICENSE APPLICATIONS AND COMMUNICATIONS REFERRED TO COMMITTEES OF JURISDICTION

Q. RESOLUTIONS SUBMITTED BY ALDERPERSONS REFERRED TO COMMITTEES OF JURISDICTION

*Resolution #13-R-20*

*Modification to Fraudulent Emergency Calls*

*Submitted By: Alderperson Meltzer – District 2, Alderperson Thao – District 7, Alderperson Wolff- District 12*

*Date: 7-15-2020*

*Referred To: Safety & Licensing Committee*

*WHEREAS fraudulent emergency calls based on the perception of another individual to be a threat due to their race, religion, ethnicity, gender, sexual orientation, gender identity, immigration status, or outward appearance are exploitive, put a burden on law enforcement time and resources, and cause real harm to the individuals they target; and*

*WHEREAS exploitive 911 calls of a discriminatory nature, particularly calls that are racially discriminatory, have been highlighted as a national problem; and*

*WHEREAS Appleton has always been a leader in taking innovative action to improve the quality of life in our community;*

*THEREFORE be it resolved that the City of Appleton amend the municipal code Chapter 12 Section 28 by adding a subsection that specifies "fraudulent emergency calls based on the perception of another individual to be a threat due to their race, religion, ethnicity, gender, sexual orientation, gender identity, immigration status, or outward appearance" as an act of public nuisance with civil penalty.*

R. OTHER COUNCIL BUSINESS

[20-0918](#)

Census 2020 Update

**Attachments:**     [2020 Census-UPDATE 7.15.2020 Council Report.pdf](#)

**This Report was presented**

S. ADJOURN

**Alderperson Otis moved, seconded by Alderperson Reed, that the meeting be adjourned at 8:04 p.m.. Roll Call. Motion carried by the following vote:**

**Aye:** 14 - Alderperson William Siebers, Alderperson Vered Meltzer, Alderperson Brad Firkus, Alderperson Joe Martin, Alderperson Katie Van Zeeland, Alderperson Denise Fenton, Alderperson Maiyoua Thao, Alderperson Matthew Reed, Alderperson Alex Schultz, Alderperson Mike Smith, Alderperson Nate Wolff, Alderperson Kyle Lobner, Alderperson Joe Prohaska and Alderperson Corey Otis

**Absent:** 1 - Alderperson Patti Coenen

**Abstained:** 1 - Mayor Jake Woodford



Kami Lynch, City Clerk

# PROCLAMATION



## Office of the Mayor

**WHEREAS**, development of imagination, creativity, and confidence are among the most critical aspects of childhood; and,

**WHEREAS**, fostering a safe and healthy environment for our children is instrumental in their development and illustrative of our appreciation of children and families; and,

**WHEREAS**, the children of our community are special to their families and important to the future of the City of Appleton; and,

**WHEREAS**, the ongoing public health emergency increases the importance of connecting children and families with one another and the broader community in safe and responsible ways; and,

**WHEREAS**, all Children's Week activities are provided for little or no cost by City departments, the Building for Kids Children's Museum, the downtown Appleton YMCA, community volunteers, and business sponsors to thousands of children each year; and,

**WHEREAS**, Children's Week serves to reinforce the City's appreciation for volunteerism and the hard work of our schools to educate children about services and connect them to City staff and local community members.

**NOW, THEREFORE, BE IT RESOLVED, THAT I, JACOB A. WOODFORD**, Mayor of the City of Appleton, do hereby proclaim July 19 - July 25, 2020 as

## Children's Week

in the City of Appleton, and I urge all citizens to support efforts to celebrate children and participate in or volunteer for the many activities for children during the week.

Signed and sealed this 1<sup>st</sup> day of July 2020.



**JACOB A. WOODFORD**  
MAYOR OF APPLETON

# PROCLAMATION



## Office of the Mayor

**WHEREAS**, the Americans with Disabilities Act (ADA) was passed on July 26, 1990 to ensure the civil rights of citizens with disabilities; and,

**WHEREAS**, Appleton, Wisconsin affirms the principals of equity and inclusion for persons with disabilities as set forth for the State of Wisconsin and in the ADA, the laws of the State of Wisconsin and ordinances of the City of Appleton; and,

**WHEREAS**, numerous organizations in Appleton work with constituents and communities to bring forth the promise of hope and freedom that is envisioned by the passage of the ADA; and,

**WHEREAS**, July 26, 2020 celebrates the 30<sup>th</sup> anniversary of this historic legislation, which reflects our nation's foundational purpose to secure equal rights and defend the intrinsic dignity of all people; and,

**WHEREAS**, the City of Appleton recognizes Valley Transit as an inclusive community partner and resource for citizens with disabilities to gain access to places and public services, such as training programs and employment, to further connect the Fox Cities.

**NOW THEREFORE, BE IT RESOLVED, THAT I, JACOB A. WOODFORD**, Mayor of the City of Appleton, Wisconsin, do hereby proclaim July 26, 2020 as

## Americans with Disabilities Act Awareness Day

in Appleton and urge all citizens to renew their commitment to empowering citizens with different abilities through equal access so they can achieve their full potential.

Signed and sealed this 7<sup>th</sup> day of July 2020.



**JACOB A. WOODFORD**  
MAYOR OF APPLETON

# PROCLAMATION



## Office of the Mayor

**WHEREAS**, the COVID-19 pandemic continues to endanger public health, evidenced by increasing rates of transmission, positive case numbers, hospitalizations, and deaths in the City of Appleton, and more broadly, in Wisconsin; and

**WHEREAS**, current case indicators of increasing burden (case rate) and growing trajectory (percent case change) evidence a high COVID-19 activity level in the City of Appleton; and

**WHEREAS**, empirical evidence shows the proper use of face coverings over the nose and mouth, in conjunction with physical distancing and frequent hand washing, is a generally safe, inexpensive, effective, and actionable strategy for mitigating the spread of COVID-19 in communities; and

**WHEREAS**, the use of face coverings is increasingly supported and promoted by a broad, diverse collection of public and private local, state, and national organizations; and

**WHEREAS**, the most effective time to bring the COVID-19 spread under control is now, at this critical juncture, before the fall and winter of 2020 when the co-occurrence of the pandemic and traditional flu season have the potential to further stress the healthcare system, causing hospitals and healthcare providers to reach or exceed capacity, which could lead to higher mortality rates and to an upcoming winter that Centers for Disease Control Director Robert Redfield predicts will be "one of the most difficult times that we have experienced in American public health;" and

**WHEREAS**, continued refusal on the part of the Legislature and Governor to work together on statewide mitigation has led to a patchwork of policies at the local level that frustrate and confuse residents and visitors, and are less effective than a unified approach to addressing the pandemic.

**THEREFORE, BE IT RESOLVED, THAT I, JACOB A. WOODFORD**, Mayor of the City of Appleton, do issue this proclamation urging the use of face coverings by residents of, visitors to, and businesses within the City of Appleton, until such time that the City's COVID-19 case data indicates the pandemic has abated.

**BE IT FURTHER RESOLVED** that in support of this proclamation and in furtherance of the public's health, safety, and welfare the following guidance is offered:



## **Section 1. Definitions.**

1. **FACE COVERING** means a protective mask covering the nose and mouth, including cloth face coverings or surgical masks as described by the Centers for Disease Control and Prevention, as well as face shields that cover the front and sides of the face.
2. **BUILDING OPEN TO THE PUBLIC** means any structure used in whole or in part as a place of resort, assemblage, lodging, trade, traffic, occupancy, or other use by the public.

## **Section 2. Face Coverings.**

1. **FACE COVERING USE INDOORS.** Any person five (5) years old or older should, whenever practical, wear a face covering whenever the person is in a common area of any building open to the public or is within six (6) feet of any other person who is not a member of the person's family or household.
2. **FACE COVERING USE OUTDOORS.** Any person five (5) years old or older should, whenever practical, wear the face covering whenever the person is in an outdoor public space and within six (6) feet of any other person who is not a member of the person's family or household.

**Section 3. Exceptions.** This proclamation recognizes that wearing face coverings may not be possible in every situation or for some people, including but not limited to:

1. Persons who fall into the Centers for Disease Control and Prevention's guidance for those who should not wear cloth face coverings due to a medical condition, mental health condition or sensory sensitivities, intellectual or developmental disability, or for whom no other accommodation can be offered under the Americans with Disabilities Act.
2. Persons who have upper-respiratory chronic conditions, silent or invisible disabilities, or are communicating with an individual who is deaf or hard of hearing and communication cannot be achieved through other means.
3. Persons in settings where it is not practical or feasible to wear face coverings when obtaining or rendering goods or services to the extent necessary to obtain or render such goods or services including, but not limited to, the receipt of dental services or medical treatments or consuming food or beverages.
4. Persons for whom wearing a face covering would create a safety risk to the person related to their work.
5. Whenever federal, state, or local law otherwise prohibit wearing a face mask or where it is necessary to evaluate or verify an individual's identity.
6. Places of worship and persons whose religious beliefs prevent them from wearing a face covering.

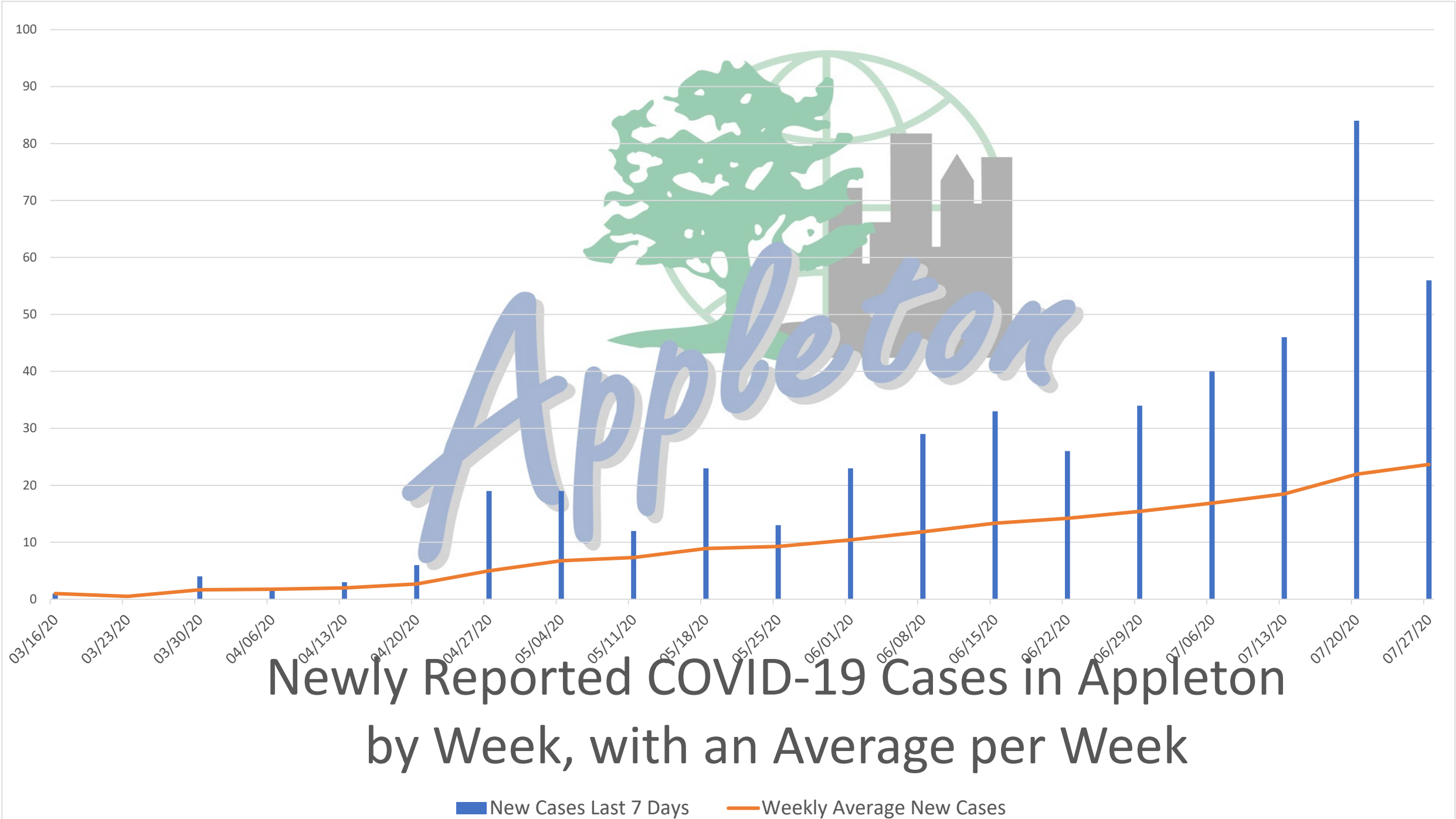
**Section 4. Partnership with Businesses.** Recognizing the significant challenges businesses have faced as a result of COVID-19 and their need to continue operating, along with the need to also suppress the transmission of COVID-19, the owners or operators of any building open to the public are strongly encouraged to adopt and follow the guidance in this proclamation. Businesses and organizations may rely on an individual's statements if the individual claims to be unable to wear a face covering due to one or more of the exceptions referenced above. When possible, businesses and organizations should provide accommodations to those who are unable to use cloth face covering, such as alternative face coverings or providing service options that do not require entry into a facility or contact with a guest. Any member of the public who refuses to comply with the face covering policy of a business and refuses to leave the premises after being asked to do so by the business owner or staff, may be considered in violation of other laws and subject to penalties for those violations.

**Section 5. Encouragement and Respect.** All who can wear a face covering to help reduce the spread of COVID-19 are encouraged to do so. Mitigating the spread of COVID-19 is the responsibility of all members of our community, and we will prevail by working together in our common interest. Even as we work to meet the challenge of the pandemic, we must treat each other with respect and dignity regardless of our differences of ability and opinion.



Signed and sealed this 28<sup>th</sup> day of July 2020.

  
**JACOB A. WOODFORD**  
MAYOR OF APPLETON



$84 + 56 = 140$  (2 week case counts)

$140 / 75,000 = .0019$  (Appleton population 75,000)

$.0019 \times 100,000 = 187$  (equals burden)

**Low** less than or equal to 10 per 100,000 people

**Moderate** greater than 10 but less than 50 per 100,000 people

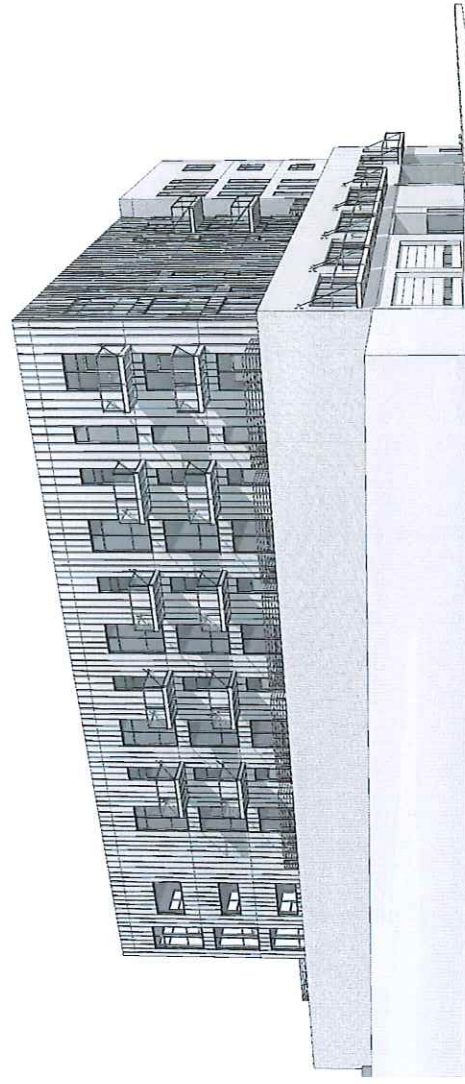
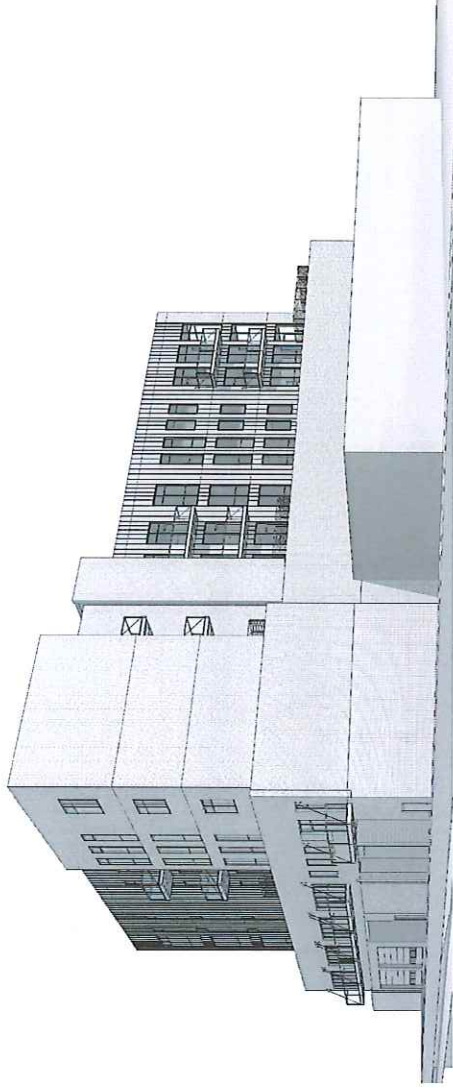
**Moderately High** greater than 50 but less than 100 per 100,000 people

**High** is greater than 100 per 100,000 people



**Table 1.** Two indicators being based on confirmed cases: Burden and Trajectory. A third indicator maps Burden and Trajectory indicators into one composite indicator.

Indicator	Definition	Classes			
Burden	Total number of cases per 100,000 in the last two weeks ( $B$ )	Low	$B \leq 10$		
		Moderate	$10 < B \leq 50$		
		Moderately High	$50 < B \leq 100$		
		High	$100 < B$		
Trajectory	Percent change in the last two weeks ( $T$ ), p-value from a test against $T = 0$ ( $p$ )	Shrinking	$T \leq -10\%$ and $p < 0.025$		
		Growing	$10\% \leq T$ and $p < 0.025$		
		Not changing (No Call)	Otherwise		
Case status indicator(Composite of burden and trajectory)	Summary concern based on Burden and Trajectory classifications		Shrinking	No Call	Growing
		Low	Low	Low	Medium
		Moderate	Medium	Medium	High
		Moderately High	Medium	High	High
		High	High	High	High



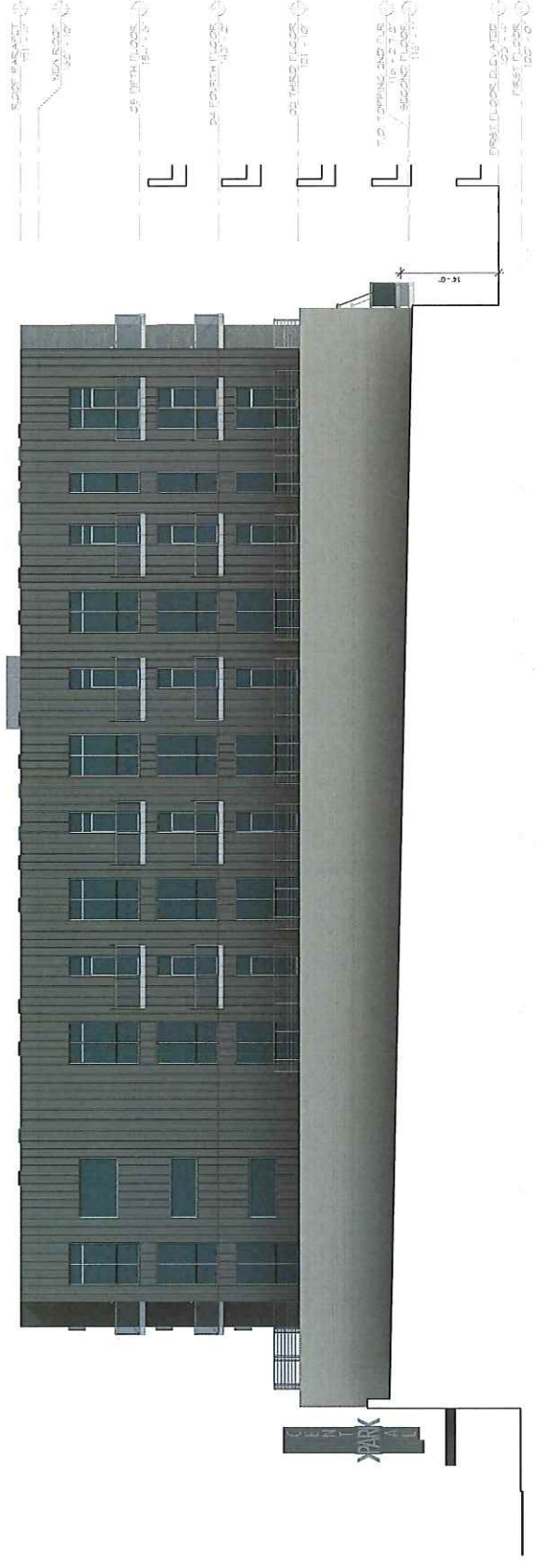
PARK CENTRAL  
SCHEMATIC DESIGN

## PEDESTRIAN PERSPECTIVES

SCALE:



Gries  
Architectural Group Inc.  
07/05/2020



PARK CENTRAL  
SCHEMATIC DESIGN

# EAST ELEVATION

SCALE: 1/8" = 1'-0"



## MEMORANDUM

---

“...meeting community needs...enhancing quality of life.”

TO: Paula Vandehey – Director of Public Works

FROM: Jessica Titel, Principal Planner

DATE: July 7, 2020

RE: Friends of Hearthstone, Inc. – Request to Vinyl Wrap Traffic Control Box –  
Corner of S. Memorial Drive and W. Prospect Avenue

The Appleton Public Art Committee met on July 7, 2020 and recommended approval of the proposed installation of vinyl wrap on the traffic control box in the public right-of-way adjacent to Hearthstone Museum on the northwest corner of the property at 625 W. Prospect Avenue (Tax Id #31-3-0332-00) as shown on the attached maps and **subject to the following conditions:**

1. An agreement between the applicant and the City will be prepared by the City's Legal Services Department and shall be executed prior to installation. This agreement will memorialize the expectations of the parties including the location of the art, installation and insurance requirements, maintenance, liability, indemnification, and the like.
2. The vendor/contractor installing the vinyl wrap shall provide proof of minimum liability insurance to meet City requirements, prior to installation.
3. The applicant shall coordinate with the Department of Public Works for the specifications and application of the wrap.
4. Upon completion of the installation, the applicant shall provide certification from the contractor that the artwork was installed according to specifications.
5. The vendor that will be installing the wrap shall be approved by the Department of Public Works.
6. If/When components of the structure are replaced, the applicant will be responsible for replacing the wrap, if desired and approved by the Department of Public Works. The wrap can be removed at any time at the discretion of the Department of Public Works.

Per the Art in Public Places Policy, the recommendation from the Appleton Public Art Committee is forwarded to the committee of jurisdiction, in this case, the Municipal Services Committee. Please place this item on the agenda for the July 20, 2020 Municipal Services Committee agenda. Their recommendation would then be forwarded to the Common Council for final consideration on August 5, 2020.

The Staff Report prepared for the Public Art Committee is attached as reference.





## REPORT TO PUBLIC ARTS COMMITTEE

**Appleton Public Arts Committee Meeting Date:** July 7, 2020

**Municipal Services Committee Date:** July 20, 2020

**Common Council Meeting Date:** August 5, 2020

**Item:** Hearthstone Museum – Traffic Control Box

**Case Manager:** Jessica Titel

### GENERAL INFORMATION

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**Applicant:** George Schroeder – Friends of Hearthstone, Inc.

**Address/Parcel:** Traffic control box in the public right-of-way adjacent to Hearthstone Museum - 625 West Prospect Avenue

**Applicant's Request:** Applicant is requesting to cover the existing traffic control box with a vinyl wrap.

### PROJECT DETAILS

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**Brief Description of Project and Location:** The work would comprise of vinyl wrapping of the traffic control box located at Hearthstone Historic House Museum using graphics that make the box resemble a stone pillar. The stone pillar image would be based on photographs of the original rusticated dolomite foundation at Hearthstone, enhanced to give it a three dimensional effect. The wrap image would also feature a "bronze plaque" on the street side with text saying "Hearthstone Est. 1882."

The applicant has chosen to work with a vendor that is approved by the Department of Public Works and shall continue to work with DPW to coordinate the installation.

**Reason for Choosing the Proposed Location:** The traffic box is existing. The applicant would like to cover the structure to compliment the architecture and character of the historic museum. The attached narrative provides more detail on the rationale for the proposal.

**Description of How the Work is Installed/Anchored/Attached:** The vinyl will be adhered to the traffic control box in a manner approved by the Department of Public Works.

**Timeline and Duration of Installation:** Installation dates to be determined. The vinyl is expected to remain on the traffic control box as long as the traffic control box remains in this location. If/When components of the structure are replaced, the applicant understands it will be their responsibility to replace the wrap, if desired and approved by the Department of Public Works.

**Maintenance and Cost:** The vinyl will require minimal maintenance. Any replacement of the vinyl will be the responsibility of the applicant. A public art agreement will be prepared by the City's Legal Services Department and will need to be executed prior to installation.

**Associated Signage:** The wrap image will feature a “bronze plaque” on the street side with text saying, “Hearthstone Est. 1882.”

**Appleton Comprehensive Plan 2010-2030:** The City of Appleton *Comprehensive Plan 2010-2030* illustrates the importance of the arts community to Appleton and encourages the expansion and promotion of placemaking and arts in the City. The proposed public art project is consistent with the following goals and objectives of the *Comprehensive Plan 2010-2030*.

*Chapter 3 – Community Vision #12: Creative place making and public art enhance the public realm and contribute to a vibrant economy.*

*Goal 7 – Agricultural, Natural, and Cultural Resources*

*Appleton will continue to protect and enhance its environmental quality and important natural resources, preserve historic sites, and support cultural opportunities for community residents.*

*Objective 8.3: Continue and expand efforts to preserve, restore, and interpret important features of Appleton's rich history*

*Policy 8.3.4: Improve on-site marking and interpretive signage for Appleton's historic sites.*

## **RECOMMENDATION**

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Based upon the guidelines outlined in the Art in Public Places Policy, staff recommends that the proposed wrapping of the traffic control box within the public right-of-way adjacent to 625 W. Prospect Avenue, as shown on the attached maps, **BE APPROVED** subject to the following conditions:

1. An agreement between the applicant and the City will be prepared by the City’s Legal Services Department and shall be executed prior to installation. This agreement will memorialize the expectations of the parties including the location of the art, installation and insurance requirements, maintenance, liability, indemnification, and the like.
2. The vendor/contractor installing the vinyl wrap shall provide proof of minimum liability insurance to meet City requirements, prior to installation.
3. The applicant shall coordinate with the Department of Public Works for the specifications and application of the wrap.
4. Upon completion of the installation, the applicant shall provide certification from the contractor that the artwork was installed according to specifications.
5. The vendor that will be installing the wrap shall be approved by the Department of Public Works.
6. If/When components of the structure are replaced, the applicant will be responsible for replacing the wrap, if desired and approved by the Department of Public Works. The wrap can be removed at any time at the discretion of the Department of Public Works.



Public Art Committee  
Hearthstone Museum - Traffic Control Box  
625 W. Prospect Avenue

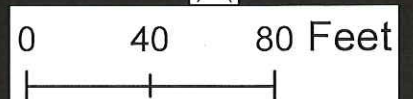
Subject Area

W PROSPECT AV

W FRONT ST



7-6-20





## Public Art Application Submittal Requirements Materials

"Hearthstone Est. 1882"

### Brief description of the proposed artwork

The work would comprise vinyl wrapping of the traffic control box located at Hearthstone Historic House Museum using graphics that make the box resemble a stone pillar. The graphics would be designed by in-house staff (specifically, a graphics design professional who is Hearthstone's Marketing and Development Director). The stone pillar image would be based on photographs of the original rusticated dolomite foundation at Hearthstone, enhanced to give a three dimensional effect. The wrap image would also feature a "bronze plaque" on the street side with text saying "Hearthstone Est. 1882" or something similar.

### Photos/sketches of proposed work

Please see attached.

### Site plan/location map showing location of proposed work

Please see attached.

### Reason for choosing the proposed location

Hearthstone Historic House Museum, owned and operated by Friends of Hearthstone, Inc. (a 501 (c) 3 non-profit organization), is located in a beautiful 138 year old residence that is on the National Register of Historic Places for its technological, historic, architectural, and artistic significance. The building is not only renowned as the first residence in the world to be lit with an Edison central station, it is a stunning example of Queen Anne Victorian Style architecture, designed by a leading architect of the day, with breathtaking, fully restored interiors.

The exterior of Hearthstone is currently undergoing a three year, \$500,000 top-down restoration that the museum is financing entirely through its own fundraising efforts.

Substantial work, all done to Department of the Interior / National Park Service standards for historic structures, has already been completed. This includes restoring four 25 foot historic chimneys, installing a new roof, and installing a new rain water control system. In July, the museum will begin another \$200,000 in restoration work focusing on the millwork and storm windows.

In addition, new landscaping work has been completed. This includes installation of 2500 square feet of lawn, rebuilding of historic brick walkways, and a replanted memorial garden. All of this landscaping work has been accomplished with the help of Outagamie County Master Gardeners, McCain Foods, Fox Communities Credit Union, and Thrivent Financial, among others. These efforts have cost well in excess of \$29,700 in materials and labor. This year we will add a historically appropriate outbuilding, professionally designed to match Hearthstone's exteriors, as well as improvements to the historical plantings around the house.

One anachronism in our restored exterior is the traffic control box that is located at Hearthstone on the northwest corner of the property (southeast corner of Prospect Avenue and Memorial Drive). Its stainless steel exterior is in glaring counterpoint to the historical work we are doing. Friends of Hearthstone, Inc. would like to disguise the box by wrapping it in vinyl, much like a vehicle is wrapped. The end result would not be unlike the other control boxes, scattered throughout downtown Appleton, that feature wraps representing student art.

Description of how the work is installed/anchored/attached

The wrap will be conventionally adhered to the control box.

Installation specifications provided by a structural engineer

Not applicable as there are no structural elements.

Timeline and duration of installation

Once approval is granted, the wrap will be produced within two weeks and installed as soon as possible after that.

The wrap will last from 3-5 years to as many as 10 years. Friends of Hearthstone, Inc. will replace the wrap at its expense when replacement becomes necessary.

How the artwork will be maintained (including any costs associated with the maintenance and who will be responsible for those costs)

The wrapping will be hand washed using mild detergent on a regular basis (just as if the wrap was installed on a vehicle). Friends of Hearthstone, Inc. will be responsible for the cleaning and any other maintenance costs. These costs will be minimal (common materials and volunteer labor will be used).

Description of any associated signage

None





**STATE/MUNICIPAL AGREEMENT  
FOR A STATE- LET LOCAL  
BRIDGE PROJECT**

**Program Name: Local Bridge**

**Sub-program #: 205**

**Cycle: 2020-2025**

**Date: MAY 19, 2020**

**I.D.: 4984-01-78/79**

**Road Name: OLDE ONEIDA STREET**

**Bridge ID: P-44-0723**

**Location: SOUTH MILL RACE BRIDGE AND  
APPROACHES**

**Limits: SOUTH ISLAND STREET – EAST WATER  
STREET**

**County: OUTAGAMIE**

**Project Length: 218 FT**

**Facility Owner: CITY OF APPLETON**

**Project Sponsor: CITY OF APPLETON**

**Construction scheduled for State Fiscal Year: 2025**

The signatory, City of Appleton, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and effect the highway, street or local bridge improvement hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Sections 86.25(1), (2), and (3) and Section 66.0301 of the Statutes.

**NEEDS AND ESTIMATE SUMMARY:**

All components of the project must be defined in the environmental document if any portion of the project is federally funded. The Municipality agrees to complete all participating and any non-participating work included in this improvement consistent with the environmental document. No work on final engineering and design may occur prior to approval of the environmental document.

Funding is limited to the minimum eligible project scope necessary for a safe and effective facility per WisDOT Performance-Based Practical Design policy. The funding for the project for both structure and approach is limited to:

- replacement or rehabilitation of the existing facility,
- or, meeting minimum bridge standards as outlined in the WisDOT Facilities Development Manual (FDM) or applicable TRANS code,
- or, an approved justification based on engineering principles that exceed either Performance-Based Practical Design or the FDM.

The Municipality may elect to construct alternative designs but approved Local Bridge Improvement Assistance Program (s84.18(2)(e)) funding will be limited to a maximum of 80 percent of the cost of the minimum eligible scope of the project.



**TABLE A**

	Existing Facility – Current structure and condition	Proposed Improvement – Approved scope	Notes:
Type of facility	Bridge		
Bridge ID	P-44-0723		
Structure passes over	South Mill Race		
Clear bridge width	36 FT	36 FT	
Bridge length	133 FT	138 FT	
Total length of approach work		80 FT	
Number of spans	4	3	
Special safety issues	No		
Sidewalk	Yes	Yes	
Sidewalk along approach	Yes	Yes	
Bicycle / pedestrian improvements required		Yes	
Improvement type as indicated on project application		Replacement – existing alignment	
Acquisition of right-of-way		Yes	Minimal anticipated, less than 0.5 acre of temporary limited easements.
Approach width and type	36 FT	36 FT wide, Concrete	
Approach shoulder width and type		6 FT wide, Concrete	
Bridge rail		Yes	
Beam guard		Yes	

**Non-participating work, additional notes:**

Describe non-participating work included in the project and other work necessary to completely finish the project that will be undertaken independently by the Municipality. Please note that non-participating components of a project/contract are considered part of the overall project and will be subject to applicable federal requirements:

A municipality may elect to design a bridge or elements that exceed the current Performance-Based Practical Design policy, or that exceed minimum bridge standards as outlined in the WisDOT Facilities Development Manual (FDM) or applicable TRANS code, or are not justified as necessary based on current engineering principles. All costs for these features will be paid for 100% by the Municipality.

***None identified at this time.***

The Municipality agrees to the following 2020-2025 Local Bridge Program project funding conditions:

**Project Design costs** are funded with up to 80% state/federal funding up to a funding limit of \$350,691. The Municipality agrees to provide the remaining 20% and any funds in excess of the \$350,691 state/federal funding limit. **Any real estate, railroad, or utility costs are 100% locally funded.**

**Project Construction costs** are funded with up to 80% state/federal funding up to a funding limit of \$1,640,658. The Municipality agrees to provide the remaining 20% and any funds in excess of the \$1,640,658 state/federal funding limit. **Any real estate, railroad, or utility costs are 100% locally funded.**

Non-participating costs are 100% the responsibility of the Municipality. Any work performed by the Municipality prior to federal authorization is not eligible for federal funding. The Municipality will be notified by the State that the project is authorized and available for charging.

This project is currently scheduled in State Fiscal Year 2025. In accordance with the State's sunset policy for Local Bridge Program projects, the subject 2020-2025 Local Bridge Program improvement must be constructed and in final acceptance within six years from the start of State Fiscal Year 2021, or by June 30, 2026. Extensions may be available upon approval of a written request by or on behalf of the Municipality to State per WisDOT Change Management policy. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

The dollar amounts shown in the Summary of Costs Table below are estimates. The final Municipal share is dependent on the final federal/state participation, and actual costs will be used in the final division of cost for billing and reimbursement.

**In no event shall federal or State funding exceed the estimate in the Summary of Costs table, unless such increase is approved in writing by the State through the State's Change Management policy prior to the Municipality incurring the increased costs.**

Additional funds will not be approved for projects where increased costs are due to changes outside of the project scope that were identified in the original application or the most recent State Municipal Agreement (SMA) (whichever is most current). Exceptions to this policy will be allowed when the change is necessary based on safety, conformance with applicable minimum federal and state standards, projected traffic needs, or other factors as determined by WisDOT.

**TABLE B  
SUMMARY OF COSTS**

PHASE	Total Est. Project Cost	Federal / State Funds	%	Municipal Funds	%
<b>ID 4984-01-78</b>					
Design	\$ 410,164	\$ 328,131	80%	\$ 82,033	20% + BAL
State Review	\$ 28,200	\$ 22,560	80%	\$ 5,640	20% + BAL
<i>Project total</i>	\$ 438,364	\$ 350,691		\$ 87,673	
<b>ID 4984-01-79</b>					
Participating Construction	\$ 1,781,073	\$ 1,424,858	80%	\$ 356,215	20% + BAL
Construction Engineering	\$249,350	\$ 199,480	80%	\$ 49,870	20% + BAL
Non-Participating Construction	\$ 0	\$ 0	0%	\$ 0	100%
State Review	\$20,400	\$ 16,320	80%	\$ 4,080	20% + BAL
<i>Project total</i>	\$2,050,823	\$1,640,658		\$ 410,165	
<b>Total Est. Cost Distribution</b>	<b>\$ 2,489,187</b>	<b>\$ 1,991,349</b>		<b>\$ 497,838</b>	

\*Design ID 4984-01-78 federal/state funding is limited to \$ 350,691.

\*Construction ID 4984-01-79 federal/state funding is limited to \$ 1,640,658.



This request is subject to the terms and conditions that follow (pages 4 – 9) and is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the State and delivery to the Municipality shall constitute agreement between the Municipality and the State. No term or provision of neither the State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Agreement.

Signed for and in behalf of: <b>City of Appleton</b> (please sign in blue ink.)	
Name (print)	Title
Signature	Date
Signed for and in behalf of the <b>State</b> (please sign in blue ink.)	
Name (print)	Title
Signature	Date

**GENERAL TERMS AND CONDITIONS:**

1. All projects must be in an approved Transportation Improvement Program (TIP) or State Transportation Improvement Program (STIP) prior to requesting authorization.
2. Work prior to federal authorization is ineligible for federal or state funding.
3. The Municipality, throughout the entire project, commits to comply with and promote all applicable federal and state laws and regulations that include, but are not limited to, the following:
  - a. Environmental requirements, including but not limited to those set forth in the 23 U.S.C. 139 and National Environmental Policy Act (42 U.S.C. 4321 et seq.)
  - b. Equal protection guaranteed under the U.S. Constitution, WI Constitution, Title VI of the Civil Rights Act and Wis. Stat. 16.765. The municipality agrees to comply with and promote applicable federal and state laws, executive orders, regulations, and implementing requirements intended to provide for the fair and equitable treatment of individuals and the fair and equitable delivery of services to the public. In addition, the Municipality agrees not to engage in any illegal discrimination in violation of applicable federal or state laws and regulations. This includes but is not limited to Title VI of the Civil Rights Act of 1964 which provides that "no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance." The Municipality agrees that public funds, which are collected in a nondiscriminatory manner, should not be used in ways that subsidize, promote, or perpetuate illegal discrimination based on prohibited factors such as race, color, national origin, sex, age, physical or mental disability, sexual orientation, or retaliation.
  - c. Prevailing wage requirements, including but not limited to 23 U.S.C 113.
  - d. Buy America Provision and its equivalent state statutes, set forth in 23 U.S.C. 313 and Wis. Stat. 16.754.
  - e. Competitive bidding and confidentiality requirements set forth in 23 U.S.C 112 and Wis. Stat. 84.06. This includes the sharing of financial data prior to the conclusion of the competitive bid period.
  - f. All applicable Disadvantaged Business Enterprise (DBE) requirements that the State specifies.
  - g. Federal statutes that govern the Highway Bridge Replacement and Rehabilitation Program, including but not limited to 23 U.S.C. 144.

- h. State statutes that govern the Local Bridge Program, including but not limited to Wis. Stat. 84.18.
- i. Bridge approaches funding policy. The Federal Highway Administration (FHWA) and Wis. Stat. 84.18(2)(e) limit bridge approach costs to only those approach costs that are necessary to render the bridge serviceable (to reach the attainable touchdown points using current standards). On a program level, FHWA has determined that, on average, bridge approach costs should amount to no more than 10% of the cost for constructing the bridge, and the municipality should be prepared to offer a justification of costs for any bridge project where the approach costs exceed that percentage.
- j. State administrative rule that implements Local Bridge Program: Ch. Trans 213.

#### STATE RESPONSIBILITIES AND REQUIREMENTS:

4. Funding of each project phase is subject to inclusion in Wisconsin's approved 2018-2022 Local Bridge Program. Federal/state financing will be limited to participation in the costs of the following items, as applicable to the project:
  - a. The grading, base, pavement, and curb and gutter, sidewalk, and replacement of disturbed driveways in kind.
  - b. The substructure, superstructure, grading, base, pavement, and other related bridge and approach items.
  - c. Storm sewer mains necessary for the surface water drainage.
  - d. Catch basins and inlets for surface water drainage of the improvement, with connections to the storm sewer main.
  - e. Construction engineering incident to inspection and supervision of actual construction work (except for inspection, staking, and testing of sanitary sewer and water main).
  - f. Signing and pavement marking.
  - g. New installations or alteration of street lighting and traffic signals or devices.
  - h. Landscaping.
  - i. Preliminary engineering and design.
  - j. State review services.
5. State is authorized by Wis. Stat. 84.18(6) to exercise whole supervision and control over the construction of the project. The work will be administered by the State and may include items not eligible for federal/state participation.
6. As the work progresses, the State will bill the Municipality for work completed which is not chargeable to federal/state funds. Upon completion of the project, a final audit will be made to determine the final division of costs subject to project funding limits in the Summary of Costs Table. If reviews or audits show any of the work to be ineligible for federal/state funding, the Municipality will be responsible for any withdrawn costs associated with the ineligible work.

#### MUNICIPAL RESPONSIBILITIES AND REQUIREMENTS:

7. Work necessary to complete the 2020-2025 Local Bridge Program improvement project to be financed entirely by the Municipality or other utility or facility owner includes the items listed below.



- a. New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
  - b. Damages to abutting property after project completion due to change in street or sidewalk widths, grades or drainage.
  - c. Detour routes and haul roads. The municipality is responsible for determining the detour route.
  - d. Conditioning, if required and maintenance of detour routes.
  - e. Repair of damages to roads or streets caused by reason of their use in hauling materials incident to the improvement.
  - f. All work related to underground storage tanks and contaminated soils.
  - g. Street and bridge width in excess of standards.
  - h. Real estate for the improvement.
  - i. Other 100% Municipality funded items: None identified at this time
8. This line intentionally left blank.
9. FHWA limits bridge approach costs to only those approach costs that are necessary to render the bridge serviceable (to reach the attainable touchdown points using current standards). On a program level, FHWA has determined that, on average, bridge approach costs should amount to no more than 10% of the cost for constructing the bridge, and the Municipality should be prepared to offer a justification of costs for any bridge project where the approach costs exceed that percentage.
10. The construction of the subject improvement will be in accordance with the appropriate standards unless an exception to standards is granted by State prior to construction. The entire cost of the construction project, not constructed to standards, will be the responsibility of the Municipality unless such exception is granted.
11. Work to be performed by the Municipality without federal/state funding participation, necessary to ensure a complete improvement acceptable to the Federal Highway Administration and/or the State may be done in a manner at the election of the Municipality but must be coordinated with all other work undertaken during construction.
12. The Municipality is responsible for financing administrative expenses related to Municipal project responsibilities.
13. The Municipality will include in all contracts executed by them a provision obligating the contractor not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in Wis. Stat. 51.01 (5), sexual orientation as defined in Wis. Stat. 111.32 (13m), or national origin.
14. The Municipality will pay to the State all costs incurred by the State in connection with the improvement that exceed federal/state financing limits or are ineligible for federal/state financing. To guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from any moneys otherwise due and payable by the State to the Municipality.
- 15. In accordance with the State's sunset policy for Local Bridge Program projects, the subject 2020-2025 Local Bridge Program improvement must be constructed and in final acceptance within six years from the start of State Fiscal Year 2021, or by June 30, 2026 Extensions may be available upon approval of a written request by or on behalf of the Municipality to State. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.**

16. If the Municipality should withdraw the project, it will reimburse the State for any costs incurred by the State on behalf of the project.

17. The Municipality will at its own cost and expense:

- a. Maintain all portions of the project that lie within its jurisdiction (to include, but not limited to, cleaning storm sewers, removing debris from sumps or inlets, and regular maintenance of the catch basins, curb and gutter, sidewalks and parking lanes [including snow and ice removal]) for such maintenance in a manner consistent with reasonable industry standards, and will make ample provision for such maintenance each year.
- b. Regulate [or prohibit] parking at all times in the vicinity of the proposed improvements during their construction.
- c. Regulate [or prohibit] all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.
- d. Assume general responsibility for all public information and public relations for the project and to make fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the projects.
- e. Provide complete plans, specifications, and estimates to State upon request.
- f. Provide relocation orders and real estate plats to State upon request.
- g. Use the *WisDOT Utility Accommodation Policy*, unless it adopts a policy that has equal or more restrictive controls.
- h. Provide maintenance and energy for lighting.
- i. Provide proper care and maintenance of all landscaping elements of the project including replacement of any plant materials damaged by disease, drought, vandalism or other cause.

18. It is further agreed by the Municipality that:

- a. The Municipality assumes full responsibility for the design, installation, testing and operation of any sanitary sewer and water main infrastructure within the improvement project and relieves the state and all of its employees from liability for all suits, actions, or claims resulting from the sanitary sewer and water main construction under this agreement.
- b. The Municipality assumes full responsibility for the plans and special provisions provided by their designer or anyone hired, contracted or otherwise engaged by the Municipality. The Municipality is responsible for any expense or cost resulting from any error or omission in such plans or special provisions. The Municipality will reimburse State if State incurs any cost or expense in order to correct or otherwise remedy such error or omission or consequences of such error or omission.
- c. The Municipality will be 100% responsible for all costs associated with utility issues involving the contractor, including costs related to utility delays.
- d. All signs and traffic control devices and other protective structures erected on or in connection with the project including such of these as are installed at the sole cost and expense of the Municipality or by others, will be in conformity with such *Manual of Uniform Traffic Control Devices* as may be adopted by the American Association of State Highway and Transportation Officials, approved by the State, and concurred with by the FHWA.
- e. The right-of-way available or provided for the project will be held and maintained inviolate for public highway or street purposes. Those signs prohibited under federal highway regulations, posters, billboards, roadside stands, or other private installations prohibited by federal or State highway regulations will not be permitted within the right-of-way limits of the project. The Municipality, within



its jurisdictional limits, will remove or cause to be removed from the right-of-way of the project all private installations of whatever nature which may be or cause an obstruction or interfere with the free flow of traffic, or which may be or cause a hazard to traffic, or which impair the usefulness of the project and all other encroachments which may be required to be removed by the State at its own election or at the request of the FHWA, and that now such installations will be permitted to be erected or maintained in the future.

- f. The Municipality is responsible for any damage caused by legally hauled loads, including permitted Oversize and Overweight loads. The contractor is responsible for any damage caused to haul roads if they do not obey size and weight laws, use properly equipped and maintained vehicles, and do not prevent spilling of materials onto the haul road (*WisDOT Standard Specifications* 618.1, 108.7, 107.8). The local maintaining authority can impose special or seasonal weight limitations as defined in Wis. Stat. 349.16, but this should not be used for the sole purpose of preventing hauling on the road.

The bid item 618.0100 Maintenance and Repair of Haul Roads (project) is ineligible for federal funding on local program projects as per the State/Municipal Agreement. The repair of damages as a result of hauling materials for the project is the responsibility of the Municipality as specified in the State/Municipal Agreement Terms and Conditions under "Municipal Responsibilities and Requirements."

#### **LEGAL RELATIONSHIPS:**

19. The State shall not be liable to the Municipality for damages or delays resulting from work by third parties. The State also shall be exempt from liability to the Municipality for damages or delays resulting from injunctions or other restraining orders obtained by third parties.
20. The State will not be liable to any third party for injuries or damages resulting from work under or for the Project. The Municipality and the Municipality's surety shall indemnify and save harmless the State, its officers and employees, from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons or property on account of the operations of the Municipality and its sureties; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission, neglect or misconduct of the Municipality or its sureties; or because of any claims or amounts recovered for any infringement by the Municipality and its sureties of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act, relating to the employees of the Municipality and its sureties; or any other law, ordinance, order or decree relating to the Municipality's operations.
21. Contract modification: This State/Municipal Agreement can only be modified by written instruments duly executed by both parties. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally.
22. Binding effects: All terms of this State/Municipal Agreement shall be binding upon and inure to the benefits of the legal representatives, successors and executors. No rights under this State/Municipal Agreement may be transferred to a third party. This State/Municipal Agreement creates no third-party enforcement rights.
23. Choice of law and forum: This State/Municipal Agreement shall be interpreted and enforced in accordance with the laws of the State of Wisconsin. The parties hereby expressly agree that the terms contained herein and in any deed executed pursuant to this State/Municipal Agreement are enforceable by an action in the Circuit Court of Dane County, Wisconsin.

#### **PROJECT FUNDING CONDITIONS**

24. Non-appropriation of funds: With respect to any payment required to be made by the State under this State/Municipal Agreement, the parties acknowledge the State's authority to make such payment is contingent upon appropriation of funds and required legislative approval sufficient for such purpose by the Legislature. If such funds are not so appropriated, either the Municipality or the State may terminate this State/Municipal Agreement after providing written notice not less than thirty (30) days before termination.

25. Maintenance of records: During the term of performance of this State/Municipal Agreement, and for a period not less than three years from the date of final payment to the Municipality, records and accounts pertaining to the performance of this State/Municipal Agreement are to be kept available for inspection and audit by representatives of the State. The State reserves the right to audit and inspect such records and accounts at any time. The Municipality shall provide appropriate accommodations for such audit and inspection.

In the event that any litigation, claim or audit is initiated prior to the expiration of said records maintenance period, the records shall be retained until such litigation, claim or audit involving the records is complete.

26. The Municipality agrees to the following 2020-2025 Local Bridge Program project funding conditions:

- a. **ID 4984-01-78:** Design is funded with 80% state/federal funding up to a funding limit of \$350,691, where applicable when the Municipality agrees to provide the remaining 20% and any funds in excess of the \$350,691 state/federal funding limit. This phase includes plan development and state review. The work includes project review, approval of required reports and documents and processing the final Plan, Specification & Estimate (PS&E) document for award of the contract. Costs for this phase include an estimated amount for state review activities, to be funded 80% with state/federal funding and 20% by the Municipality.
- b. Real estate acquisition is 100% the responsibility of the Municipality.
- c. Any railroad items are 100% the responsibility of the Municipality.
- d. Utility items are 100% the responsibility of the Municipality.
- e. **ID 4984-01-79:** Construction
  - i. Costs for construction, engineering, and state review are funded with 80% state/federal funding up to a funding limit of \$1,640,658, when the Municipality agrees to provide the remaining 20%, and any funds in excess of the \$1,640,658 state/federal funding limit.
  - ii. Non-participating costs for are funded 100% by the Municipality. Costs include construction delivery.

## Paula Vandehey

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**From:** Kurt Craanen  
**Sent:** Wednesday, July 8, 2020 10:03 AM  
**To:** Paula Vandehey  
**Subject:** FW: 2901 rail road  
**Attachments:** DrivewayDrawing2907.pdf; 2907\_drive\_4.jpg; 2907\_drive\_1.jpg; 2907\_drive\_3.jpg; 2907\_drive\_2.jpg

Paula:

Can you place 2901 Rail Road on the agenda of the next Municipal Services Committee?

Driveway extension that is 15 feet wide. 12 wide is max.

**From:** Jason Bruehl <jabruehl920@gmail.com>  
**Sent:** Tuesday, July 7, 2020 9:03 PM  
**To:** Kurt Craanen <Kurt.Craanen@Appleton.org>  
**Subject:** Re: 2901 rail road

Hi Kurt,

Sorry for the delay in getting this information back to you.

I have enclosed a map of the driveway extension project to this email. The map shows the driveway extension wrapping around the west side of the house and eventually creating a small patio area in the backyard. The extension/patio does not go past the backplane of the house.

### Description of the project:

We are replacing our existing driveway. It cracked, buckling and our apron was replaced prior to our ownership with a poorly done asphalt job. We would like to add an extension to the west side of our replaced driveway. This extension will wrap around our garage and provide us with an additional parking space. We are a three vehicle family who also frequently has family in from out of town.

As part of this extension, we will also have a patio poured on the backyard side of our fence for our use. The areas of the property where the extension and the patio will be poured are difficult to grow grass in due to tree coverage. These areas are currently large dirt patches.

### Code Variance:

This driveway extension will have to be extended 15 ft off the existing driveway. We have to do this due to the unusual design of our garage. The garage that is attached to the house is an "A" frame and the roof extends further out than a normal, more standard garage. We need the 15' extension to get around the garage.

I have attached pictures to this email which show the garage and the area where the extension will be poured. The middle point on the left cone is 12' off the driveway and the middle point on the right cone is 15' off the driveway.

Please let me know if you have any additional questions. Thank you for your time - Jason Bruehl

On Wed, Jun 3, 2020 at 2:34 PM Kurt Craanen <Kurt.Craanen@appleton.org> wrote:



Google Maps 2907 E Rail Rd



Image capture: Jul 2019 © 2020 Google

Appleton, Wisconsin

Google

Street View



# ROCKWHITE

CONSTRUCTION MATERIALS

CSG A CONSTRUCTION SUPPLY GROUP COMPANY



BRAND  
**Styrofoam**  
Insulation

Jason Bruehl 540-1565

2907 E. Rail Rd

Appleton, WI 54915

Requesting 819SF

Contact City of Appleton Building Department

832-6474

- Need Permission

\$300/Permit

Home

Garage

Existing  
D. Way

WALK

Apron

3x10

15x16'6"

Fence

12'6"x14'6"

10'9"x11

0 to 15'4" x 29'3"  
Soft Curve

**St. Paul**

651-647-0950

**St. Cloud**

320-251-5060

**Eagan**

651-686-5036

**Elk River**

763-441-2004

**Duluth**

218-628-2231

**Brainerd**

218-829-1929

**Rochester**

507-282-2421

**Mankato**

507-388-1973

**Bismarck**

701-222-3010

**Minot**

701-839-0509

**Fargo**

701-282-9255

**Sioux Falls**

605-339-1977

**Appleton**

920-730-7340

**Green Bay**

920-432-6438

**Wausau**

715-355-7551

**Milwaukee**

262-785-4646

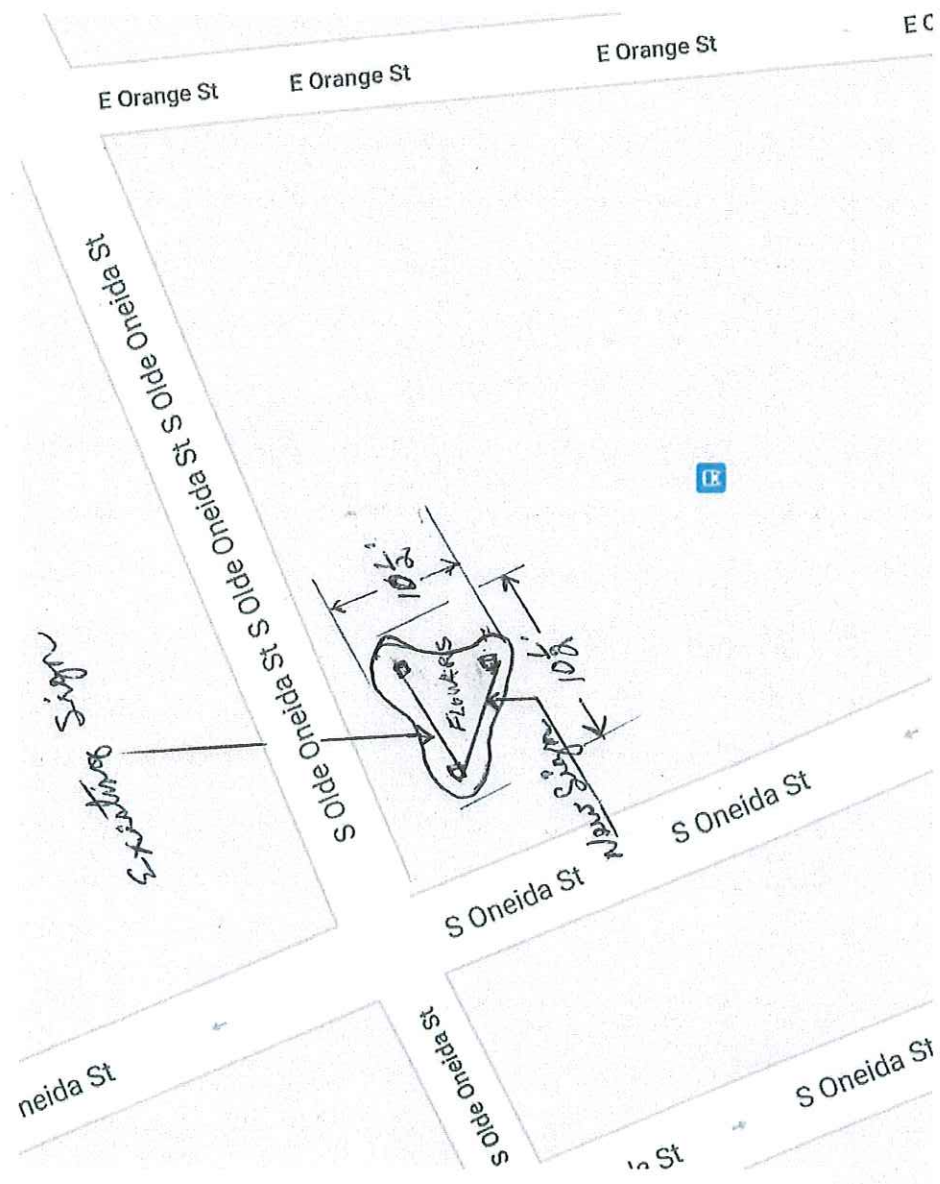
**Madison**

608-222-1220

**BrockWhite.com**







Same Dimensions  
 Added opposite sign  
 Added post installed  
 as a match opposite sign  
 Added sign  
 Same Dimensions  
 Added sign to heavy beam

Current sign to  
 be copied facing  
 other side to the  
 South facing traffic





**City of Appleton**  
100 North Appleton Street, Appleton WI 54911  
Phone: (920) 832-6411 Fax: (920) 832-6464

Permit No.: \_\_\_\_\_  
Key No.: \_\_\_\_\_  
Receipt No.: \_\_\_\_\_  
Date: \_\_\_\_\_

## SIGN PERMIT

A separate permit is required for each proposed sign.

Permit Fee: ☐ Penalty Fee

Site Address: corner of S. Oneida St. and Old Oneida St.  
Business Name: The Marigold Mile

☐ Single Tenant  
☐ Multi- Tenant

Type of Sign		
<input checked="" type="checkbox"/> Ground Sign	<input type="checkbox"/> Awning Sign	<input type="checkbox"/> Changeable Copy Sign (No animation)
<input type="checkbox"/> Wall Mounted Sign	<input type="checkbox"/> Temporary Sign (Sandwich, Etc.)	<input type="checkbox"/> Painted Wall Sign
<input type="checkbox"/> Projecting Sign	<input type="checkbox"/> Canopy Sign	<input type="checkbox"/> Other
<input type="checkbox"/> Window Sign	<input type="checkbox"/> Portable Sign	

Zoning District		
<input checked="" type="checkbox"/> C2- General Commercial	<input type="checkbox"/> M1- Industrial Park	<input type="checkbox"/> PI- Public Institution
<input type="checkbox"/> CO- Commercial Office	<input type="checkbox"/> M2- General Industrial	<input type="checkbox"/> P- Park District
<input type="checkbox"/> AG- Agriculture		<input type="checkbox"/> CBD- Central Business District

Dimensions/Other Information	
Width of Sign: <u>82"</u>	Height of Sign: <u>40"</u>
Height Above Normal Grade: <u>6'</u>	Underclearance: <u>36"</u>
Projecting into ROW: <u>Existing</u>	Distance to Side Lot Line (5' Min): <u>—</u>
Setback from R-O-W: <u>Existing</u>	Setback from Driveway: <u>—</u>
Design Exception (Sec. 23-529):	Material: <u>Wood posts / corrugated and aluminum</u>

WALL SIGN DETAILS (Wall/Painted Signs Only)					
	Proposed Size Width x Height (ft)	Proposed Area of Sign (sq. ft.)	Existing Size Width x Height (ft)	Existing Area of Sign (sq. ft.)	Area of Entire Wall
Wall North	X		X		
Wall East	X		X		
Wall West	X		X		
Wall South	X		X		

Electrical Information of Sign			
<input type="checkbox"/> Internal	<input type="checkbox"/> Florescent	<input type="checkbox"/> LED	<input type="checkbox"/> Message Center
<input type="checkbox"/> External	<input type="checkbox"/> Incandescent	<input type="checkbox"/> Electronic	<input type="checkbox"/> Neon

UL Design No:	Electrical Contractor:
---------------	------------------------

Office Information	
BZA Variance Date:	Street Occupancy Permit No.:

Sign Contractor	Contractor Address	Contractor Phone	Contractor Email

Applicant hereby agrees to comply with all laws and regulations of the State of Wisconsin and of the Ordinances of the City of Appleton. Applicant further agrees in consideration of the issuance of the permit to save the City of Appleton harmless for any injury or damage caused by reason of the erection or maintenance of the sign or signboard. If any sign erected pursuant to the permit occupies public street right-of-way, it is subject to all of the provisions of Wis. State. 60.045, but without charge or bond. This permit as applied for is granted subject to revocation when any law or regulation of the State of Wisconsin or the Ordinance of the City of Appleton is violated or when inspection reveals that the sign or signboard creates a hazard. Permit fee is nonrefundable.

Name of Applicant: <u>Todd Shackleton</u>	Phone: <u>920-841-2213</u>
Address: <u>P.O. Box 2842</u>	Inspector Approval:

app. WI 54912  
white- office

yellow- applicant

**Paula Vandehey**

---

**To:** Kurt Craanen  
**Subject:** RE: Appeal of Grass and Weed Assessment Charge

**From:** Jaymie Holtz <[jaymie.holtz@yahoo.com](mailto:jaymie.holtz@yahoo.com)>  
**Sent:** Wednesday, July 8, 2020 1:34 PM  
**To:** Kurt Craanen <[Kurt.Craanen@Appleton.org](mailto:Kurt.Craanen@Appleton.org)>  
**Subject:** Appeal of Grass and Weed Assessment Charge

Kurt,

I would like to appeal the grass and weed assessment charge I received on Monday, June 29, 2020.

Thank you,

Jaymie Holtz  
3522 N Mariah Lane, Appleton, WI 54911

Attention: This message was sent from a source external to the City of Appleton. Please use caution when opening attachments or clicking links.

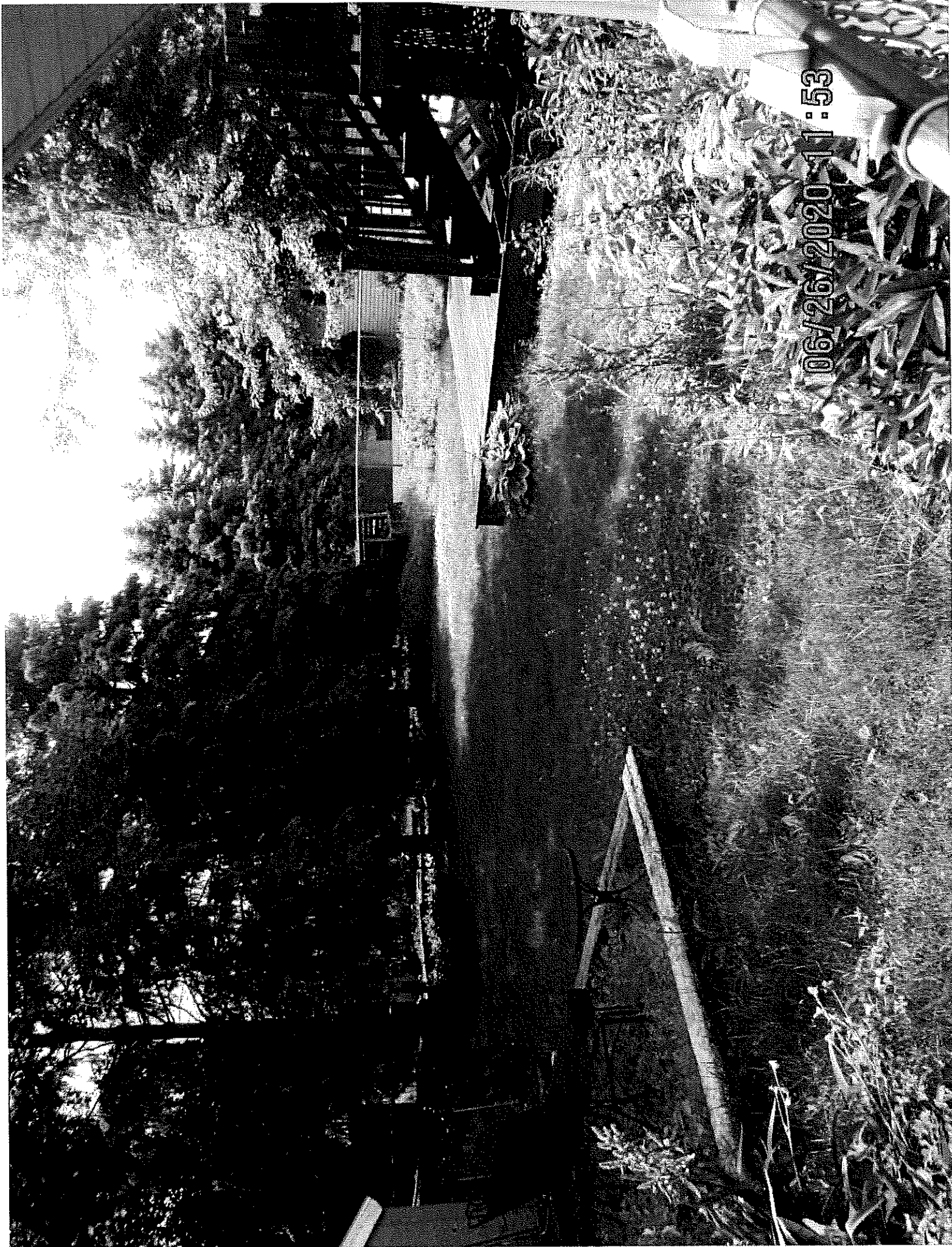


06/26/2020 11:53





06/26/2020 11:53



## Weed Fee Appeals

ADDRESS	Complaint Received	Compliance Date	Re-inspection Date	Cut	Warrant Posted	Fee	Council Action
12 Ramlen Court	24-May-17	29-May-17	31-May-17	Yes	N/A	\$50	Denied
1530 E. Calumet Street	1-Jun-17	9-Jun-17	21-Jun-17	Yes	N/A	\$50	Denied
6-6201-05, Flintrock	11-Aug-17	21-Aug-17	28-Aug-17	Yes	N/A	\$50	Denied
6-6200-91, Haymeadow	11-Aug-17	21-Aug-17	28-Aug-17	Yes	N/A	\$50	Denied
6-6202-21, Haymeadow	11-Aug-17	21-Aug-17	28-Aug-17	Yes	N/A	\$50	Denied
6-6202-27, Haymeadow	11-Aug-17	21-Aug-17	28-Aug-17	No	29-Aug-17	\$160	Denied
31-1-7509-03, Cherryvale	18-Oct-17	28-Oct-17	31-Oct-17	No	7-Nov-17	\$160	Denied
214 E. Winnebago Street	28-May-19	7-Jun-19	10-Jun-19	No	10-Jun-19	\$160	Denied
3522 N. Mariah Lane	26-Jun-20	6-Jul-20				\$50	



**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:** Mike Hardy, Assistant City Traffic Engineer  
**Date:** June 25, 2020  
**Re:** Intersection traffic control at the Boyd/Plank intersection  
*Follow-up to a Six-Month Trial Period*

---

Based on our annual crash records analysis, the Traffic Section reviewed the traffic control at the intersection of Boyd Court and Plank Road, and subsequently initiated a six-month trial period to change from uncontrolled to stop control. This is a three-legged intersection that is located three blocks west of Kernan Avenue, and one block south of Midway Road. The land use in the area of this intersection is residential.

In a typical intersection control study, we consider traffic volumes, crash history, safe approach speeds, etc. In this case, the estimated entering volume of this intersection is moderate, at approximately 2150 vehicles per day (estimated). A recent Wisconsin DOT count of Plank Road was 2100 vehicles per day. The traffic count for Boyd Court is estimated to be 50 vehicles per day. A review of crash records indicated zero crashes for the recent five-year period of 2015 through 2019. The critical approach speed for the intersection was found to be below 10 mph. Both streets are classified as *local*.

While this intersection does not meet the volume threshold for stop control, the critical approach speed is below the standard. As such, we recommend maintaining the stop control that was implemented for the trial period.

**To accomplish this, the following ordinance action is required:**

1. **Create:** “Install stop signs on Boyd Court at Plank Road.”

## Cathy Kromm

---

**From:** Paula Vandehey  
**Sent:** Thursday, July 16, 2020 3:01 PM  
**To:** Cathy Kromm  
**Cc:** Eric Lom  
**Subject:** FW: 7/20 MSC Agenda Items  
**Attachments:** Boyd & Plank (uncontrolled-to-stop).docx; Christine & Esther (uncontrolled-to-stop).docx; Kenilworth & Woodland (uncontrolled-to-yield).docx

Cathy,

Do you have time to amend agenda to include these items?

Paula

---

**From:** Eric Lom <Eric.Lom@Appleton.org>  
**Sent:** Thursday, July 16, 2020 2:59 PM  
**To:** Paula Vandehey <Paula.Vandehey@Appleton.org>  
**Cc:** Michael Hardy <Michael.Hardy@Appleton.org>; Jamie Griesbach <Jamie.Griesbach@appleton.org>  
**Subject:** 7/20 MSC Agenda Items

See attached. Let me know if you have any questions.

E

**Eric S. Lom, P.E.**  
City Traffic Engineer  
City of Appleton | DPW Traffic Section  
920.832.5580





**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:** Mike Hardy, Assistant City Traffic Engineer  
**Date:** June 25, 2020  
**Re:** Intersection traffic control at the Kenilworth/Woodland intersection  
*Follow-up to a Six-Month Trial Period*

---

Based on our annual crash records analysis, the Traffic Section reviewed the traffic control at the intersection of Kenilworth Avenue/Woodland Court and Woodland Avenue, and subsequently initiated a six-month trial period to change from uncontrolled to yield control. This is a four-legged intersection that is located seven blocks east of Meade Street, and two blocks north of Wisconsin Avenue. The land use in the area of this intersection is residential.

In a typical intersection control study, we consider traffic volumes, crash history, safe approach speeds, etc. In this case, the estimated entering volume of this intersection is low, at approximately 300 vehicles per day (estimated). A review of crash records indicated zero crashes for the recent five-year period of 2015 through 2019. The critical approach speed for the intersection was found to be below 15 mph. Both streets are classified as *local*.

More relevant, however, is that the *Manual on Uniform Traffic Control Devices*, for the sake of consistency, states that intersection control should be installed at uncontrolled intersections which are in predominantly controlled areas (stops, yields, signals). We have interpreted this to mean that if more than 75% of the four-legged intersections in an area (whose boundaries are typically defined by collector or arterial roadways) are controlled, the remaining uncontrolled four-legged intersections should have an appropriate form of control added. The subject intersection is the only four-legged intersection in this area that had remained uncontrolled.

Based on the above, we recommend maintaining the yield control that was implemented for the trial period.

**To accomplish this, the following ordinance action is required:**

1. **Create:** “Install yield signs on Woodland Avenue at Kenilworth Avenue/Woodland Court.”



# Original Alcohol Beverage Retail License Application

(Submit to municipal clerk.)

For the license period beginning: \_\_\_\_\_ ending: 06-30-2020  
(mm dd yyyy) (mm dd yyyy)

To the Governing Body of the: ☐ Town of ☐ Village of ☐ City of } Appleton

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

Check one: ☒ Individual ☐ Limited Liability Company  
☐ Partnership ☐ Corporation/Nonprofit Organization

Applicant's Wisconsin Seller's Permit Number [REDACTED]	
FEIN Number [REDACTED]	
TYPE OF LICENSE REQUESTED	FEE
<input type="checkbox"/> Class A beer	\$
<input checked="" type="checkbox"/> Class B beer	\$ <u>100</u>
<input type="checkbox"/> Class C wine	\$
<input type="checkbox"/> Class A liquor	\$
<input type="checkbox"/> Class A liquor (cider only)	\$ N/A
<input type="checkbox"/> Class B liquor	\$
<input type="checkbox"/> Reserve Class B liquor	\$
<input type="checkbox"/> Class B (wine only) winery	\$
Publication fee	\$ <u>60 + 7</u>
<b>TOTAL FEE</b>	\$ <u>167</u>

Name (individual / partners give last name, first, middle; corporations / limited liability companies give registered name)

Nusara Yang

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

President / Member Last Name <u>Yang</u>	(First) <u>Nusara</u>	(Middle Name) <u>-</u>	Home Address (Street, City or Post Office, & Zip Code) <u>406 W Harris St Appleton 54914</u>
Vice President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Secretary / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Treasurer / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Agent Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

1. Trade Name Tai Sung Mah pool club Business Phone Number 920-244-4375  
2. Address of Premises 122 W Wisconsin Post Office & Zip Code 54911

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

2500 sqft pool hall  
Storage and closet by kitchen

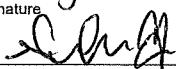

4. Legal description (omit if street address is given above): \_\_\_\_\_

5. (a) Was this premises licensed for the sale of liquor or beer during the past license year? ..... ☐ Yes ☒ No

(b) If yes, under what name was license issued? \_\_\_\_\_

6. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? **If yes, explain** ..... ☒ Yes ☐ No
7. Is the applicant an employee or agent of, or acting on behalf of anyone except the named applicant? ..... ☐ Yes ☒ No  
**If yes, explain.**
8. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? **If yes, explain** ..... ☐ Yes ☒ No
9. (a) **Corporate/limited liability company applicants only:** Insert state \_\_\_\_\_ and date \_\_\_\_\_ of registration.
- (b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? **If yes, explain** ..... ☐ Yes ☐ No
- (c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? **If yes, explain.** ☐ Yes ☐ No
10. Does the applicant understand they must register as a Retail Beverage Alcohol Dealer with the federal government, Alcohol and Tobacco Tax and Trade Bureau (TTB) by filing (TTB form 5630.5d) before beginning business? [phone 1-877-882-3277] ..... ☒ Yes ☐ No
11. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776] ..... ☒ Yes ☐ No
12. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? ..... ☒ Yes ☐ No

**READ CAREFULLY BEFORE SIGNING:** Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000. Signer agrees to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants, or one member of a partnership applicant must sign; one corporate officer, one member/manager of Limited Liability Companies must sign.) Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.

Contact Person's Name (Last, First, M.I.) <b>Yang Nuxara</b>	Title/Member <b>owner</b>	Date <b>2/14/2020</b>
Signature 	Phone Number 	Email Address

**TO BE COMPLETED BY CLERK**

Date received and filed with municipal clerk	Date reported to council / board	Date provisional license issued	Signature of Clerk / Deputy Clerk
Date license granted	Date license issued	License number issued	



## City of Appleton

### Liquor License Questionnaire

1. Name of Applicant: Nusara Yang
2. Name of Business: Jai Sung Mah pool club
3. Address of Business: 122 W Wisconsin AVE Appleton  
WI 54911
4. Have you or any member of your organization ever been convicted of a misdemeanor or ordinance violation? Yes X No       
AND/OR been convicted of a felony? Yes X No       
If yes to either question, please explain in detail: gambling

5. List all partners, shareholders or investors. Include full name, middle initial and date of birth. Please use additional sheets if necessary.

<u>Nusara</u>	<u>NY</u>	<u>Yang</u>	<u>    </u> / <u>    </u> / <u>    </u>
First name	Initial	Last name	Date of Birth
<u>    </u>	<u>    </u>	<u>    </u>	<u>    </u> / <u>    </u> / <u>    </u>
First name	Initial	Last name	Date of Birth
<u>    </u>	<u>    </u>	<u>    </u>	<u>    </u> / <u>    </u> / <u>    </u>
First name	Initial	Last name	Date of Birth
<u>    </u>	<u>    </u>	<u>    </u>	<u>    </u> / <u>    </u> / <u>    </u>
First name	Initial	Last name	Date of Birth

6. Name of person/corporation you are buying the premises and equipment from?

Name:     

First name	Initial	Last name
<u>    </u>	<u>    </u>	<u>    </u>

Address:     

City, State, Zip:     

7. What was the previous name and nature of the business operating at this location?

8. Are alcohol sales an existing use in this building? Yes \_\_\_\_\_ No X

If no, When did the operation cease? 14 months ago.

9. Are alcohol sales a new use in this building? Yes \_\_\_\_\_ No X

If yes, please contact the Community Development Department at 832-6468 to obtain a Special Use Permit.

10. Is your primary business restaurant? Yes \_\_\_\_\_ No X

11. Seating capacity: Inside 30 Outside —

12. Operating hours: 10 am to 8 pm

13. Number of floor personnel 2 Number of door checkers —

14. In general, state the size, design and type of the proposed establishment and the operational details.

2500 sq ft pool hall  
storage and closet by kitchen

2/14/2020  
Date

[Signature]  
Signature

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



# Auxiliary Questionnaire Alcohol Beverage License Application

Submit to municipal clerk.

Individual's Full Name (please print) (last name)		(first name)		(middle name)	
Nusara Yang				-	
Home Address (street/route)	Post Office	City	State	Zip Code	
406 W Harris St		Appleton	WI	54914	
Home Phone Number	Age	Date of Birth	Place of Birth		
██████████	████	██/██/██	Thailand		

The above named individual provides the following information as a person who is (check one):

- ☒ Applying for an alcohol beverage license as an **individual**.
- ☐ A member of a **partnership** which is making application for an alcohol beverage license.
- ☐ \_\_\_\_\_ of \_\_\_\_\_  
(Officer / Director / Member / Manager / Agent) (Name of Corporation, Limited Liability Company or Nonprofit Organization)
- which is making application for an alcohol beverage license.


The above named individual provides the following information to the licensing authority:

- How long have you continuously resided in Wisconsin prior to this date? ████ years
- Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality? ☒ Yes ☐ No  
 If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)  
████████████████████
- Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality? ☐ Yes ☒ No  
 If yes, describe status of charges pending. \_\_\_\_\_
- Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit? ☐ Yes ☒ No  
 If yes, identify. \_\_\_\_\_  
(Name, Location and Type of License/Permit)
- Do you hold and/or are you an officer, director, stockholder, agent or employee of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin? ☐ Yes ☒ No  
 If yes, identify. \_\_\_\_\_  
(Name of Wholesale Licensee or Permittee) (Address By City and County)

6. Named individual must list in chronological order last two employers.

Employer's Name	Employer's Address	Employed From	To
Self		2013	Present
Employer's Name	Employer's Address	Employed From	To

**READ CAREFULLY BEFORE SIGNING:** Under penalty provided by law, the undersigned states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. The signer agrees that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of the Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000.

  
 (Signature of Named Individual)



“...meeting community needs...enhancing quality of life.”

---

TO: Safety and Licensing Committee  
Common Council

FROM: Lt. Jeff Miller

DATE: 07/09/2020

RE: Police Department’s Recommendation for Denial of Nusara N. Yang’s Class “B”  
Beer License

---

Committee Members:

The police department is requesting that the Safety and Licensing Committee recommend to the Common Council to deny Nusara N. Yang’s application for a Class “B” Beer License Applications because of the applicants prior criminal conduct.

Pursuant to Wis. Stat. §111.335, it is not employment discrimination for a licensing agency to deny an applicant based on pending criminal charge whose circumstances substantially relate to the circumstances of the particular licensed activity and the pending criminal charge is for an exempt offense or a violent crime against a child.

Pursuant to Wis. Stat. §111.335, it is not employment discrimination for a licensing agency to deny an applicant based on conviction record where the circumstances of the conviction substantially relate to the circumstances of the particular licensed activity. If the denial is based on a delinquency adjudication, then the adjudication must be for an exempt offense.

Pursuant to Wis. Stat. §125.04, no license or permit related to alcohol beverages may be issued to a habitual law offender where the circumstances of the habitual law offenses substantially relate to the circumstances of the particular licensed activity.

Also pursuant to Wis. Stat. §111.335, the applicant is allowed an opportunity to show evidence of rehabilitation and fitness to engage in the licensed activity, *unless the conviction(s) are for exempt offenses*. The applicant may produce the following to conclusively demonstrate their rehabilitation and fitness from a given conviction:

A copy of the local, state, or federal release document; and either

(1) a copy of the relevant department of corrections document showing completion of probation, extended supervision, or parole; or

(2) other evidence that at least one year has elapsed since release from any local, state, or federal correctional institution without subsequent conviction of a crime along with

evidence showing compliance with all terms and conditions of probation, extended supervision, or parole.

Additionally, the licensing agency must consider any of the following evidence if presented by the individual:

- (1) Evidence of the nature and seriousness of any offense of which he or she was convicted.
- (2) Evidence of all circumstances relative to the offense, including mitigating circumstances or social conditions surrounding the commission of the offense.
- (3) The age of the individual at the time the offense was committed.
- (4) The length of time that has elapsed since the offense was committed.
- (5) Letters of reference by persons who have been in contact with the individual since the applicant's release from any local, state, or federal correctional institution.
- (6) All other relevant evidence of rehabilitation and present fitness presented.

## **STATEMENT ON SUBSTANTIAL RELATIONSHIP**

As part of any denial of licensing, the police department must determine if crimes are substantially related to the sale of alcohol. Mrs. Yang was convicted of:

MA-Fraud/Benefit Application, as a Party To A Crime (a felony in violation of Wis. Stat. §946.91(2)(a)), Misstate facts in food stamp application ( $\geq$ \$5,000), as a Party To A Crime (a felony in violation of Wis. Stat. §946.92(2)(a)).

The following crimes were dismissed but "read in" to the applicant's case:

- Receive Commercial Gambling Bet, and PTAC,
- Failure to Disclose Events Affecting Eligibility in Outagamie County case # 2017CF000446

The convictions (and read in charges) for all of the above offenses in Outagamie County case # 2017CF000446 are substantially related to the sale of alcohol for the following reasons.

From the facts alleged in the criminal complaint, to which Mrs. Yang was eventually found guilty of, state that on 12/4/2014 APD officers were contacted by an agency in Minnesota. They told officers that they had information that Mrs. Yang and an associate were conducting an illegal gambling operation out of the Jai Sung Mah Pool Club at 122 W. Wisconsin Ave. A search warrant was executed on the business and Mrs. Yang's home. At those locations significant evidence was found of gambling activities. Additional charges of falsifying documents and underreporting income are the basis for the other felonies reported in this document relating to food stamp and EBT violations.

The relationship between alcohol and gambling is clear. As a person who wants to be responsible to serve alcohol, Mrs. Yang has not shown the ability to make good decisions related to her trustworthiness. The police department is not sure she has spent the amount of time necessary to rehabilitate herself and make the necessary life changes to take on the continued responsibility for alcohol service or, indeed, management of a business. The service of alcohol includes coming into contact with individuals in a very vulnerable state and the Police Department feels that through Mrs. Yang's prior convictions she has not demonstrated the necessary maturity and

decision-making capacity to be allowed an alcohol beverage license in the City of Appleton.

It is important to note that evidence of these crimes was recovered at the Jai Sung Mah Pool Club, the location where this applicant is requesting additional alcohol licensing and renewal

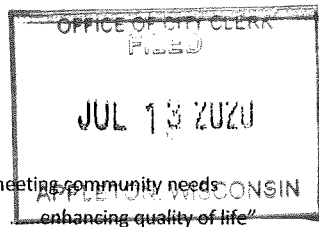
**OTHER CONSIDERATIONS RELATED TO REHABILITATION AND FITNESS**

- The applicant continues to have rules of probation/bond conditions that address gambling in any form.
- Nature and seriousness of convictions

Very Respectfully:

Lt. Jeff Miller  
Appleton Police Department





"meeting community needs  
enhancing quality of life"

## APPLICATION for SALVAGE DEALER'S LICENSE

### FEES ARE NON-REFUNDABLE

Date Rec'd 7/14/20  
License Fee - Local \$200.00 Acct. 11030.4309  
License Fee - Out of City \$ 75.00 Acct. 11030.4309  
Investigation Fee 207 + 7.00 Acct. 100.2359  
Total Amount Paid 207 Receipt 1092-12  
License period July 1 to June 30

### SECTION 1 – BUSINESS INFORMATION – Answer all questions completely. Please PRINT clearly

Business Name Mr C's Motorcycles, LLC			
Business Street Address 724 S. Outagamie St	City Appleton	State WI	Zip 54914
Business Telephone Number 9201-205-7821			

### SECTION 2 – APPLICANT INFORMATION

Name Janet Ristau			
Home Street Address 926 E College Ave	City Appleton	State WI	Zip 54911
Date of Birth ●/●/●●	Male <input type="checkbox"/>	Female <input checked="" type="checkbox"/>	Telephone Number ●●●●●●●●

### SECTION 3 – CORPORATION INFORMATION – List names, addresses and dates of birth of all officers.

President Egelseer, Eric	Last Egelseer	First Eric	Middle Initial	Date of Birth ●●●●●	Male <input checked="" type="checkbox"/>	Female <input type="checkbox"/>
Address 12 Ramlen Ct			City Appleton	State WI	Zip 54915	
Vice President Ristau, Janet	Last Ristau	First Janet	Middle Initial	Date of Birth ●●●●●	Male <input type="checkbox"/>	Female <input checked="" type="checkbox"/>
Address 926 E College Ave			City Appleton	State WI	Zip 54914	
Secretary Ristau, Glenn	Last Ristau	First Glenn	Middle Initial	Date of Birth ●●●●●	Male <input checked="" type="checkbox"/>	Female <input type="checkbox"/>
Address 420 Green Haven Ln			City Kaukauna	State WI	Zip 54150	
Treasurer Ristau, Daniel	Last Ristau	First Daniel	Middle Initial	Date of Birth ●●●●●	Male <input checked="" type="checkbox"/>	Female <input type="checkbox"/>
Address 926 Manor PL			City Little Chute	State WI	Zip 54140	

### SECTION 4 – PENALTY NOTICE

I certify that I am familiar with Section 9.386 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: Janet Ristau

### FOR OFFICE USE ONLY

Dept.	Approve	Deny	By	Reason
Police				
Fire				
City Sealer				
Inspection				
S&L	Council	Date Issued	Exp. Date	License Number

11-01-09 Reasonable accommodations for persons with disabilities will be made upon request and if feasible.

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

# Original Alcohol Beverage Retail License Application

(Submit to municipal clerk.)

For the license period beginning: \_\_\_\_\_ ending: 06-30-2020  
(mm dd yyyy) (mm dd yyyy)

To the Governing Body of the: ☐ Town of } APPLETON  
☐ Village of }  
☒ City of }

County of OUTA Aldermanic Dist. No. \_\_\_\_\_  
(if required by ordinance)

Check one: ☐ Individual ☒ Limited Liability Company  
☐ Partnership ☐ Corporation/Nonprofit Organization

Applicant's Wisconsin Seller's Permit Number <u>[REDACTED]</u>	
FEIN Number <u>[REDACTED]</u>	
TYPE OF LICENSE REQUESTED	FEE
<input type="checkbox"/> Class A beer	\$
<input type="checkbox"/> Class B beer	\$
<input type="checkbox"/> Class C wine	\$
<input type="checkbox"/> Class A liquor	\$
<input type="checkbox"/> Class A liquor (cider only)	\$ N/A
<input type="checkbox"/> Class B liquor	\$
<input type="checkbox"/> Reserve Class B liquor	\$
<input type="checkbox"/> Class B (wine only) winery	\$
Publication fee	\$
<b>TOTAL FEE</b>	\$

Name (individual / partners give last name, first, middle; corporations / limited liability companies give registered name)

WETZEL, JR. WILLIAM J. WAAM ENTERPRISES LLC

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

President / Member Last Name <u>WETZEL, JR</u>	(First) <u>WILLIAM</u>	(Middle Name) <u>J</u>	Home Address (Street, City or Post Office, & Zip Code) <u>2800 SCHAEFER CIR App 54915</u>
Vice President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Secretary / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Treasurer / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Agent Last Name <u>WETZEL, JR</u>	(First) <u>WILLIAM</u>	(Middle Name) <u>J</u>	Home Address (Street, City or Post Office, & Zip Code) <u>2800 SCHAEFER CIR App 54915</u>
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

1. Trade Name Accea Business Phone Number 920.540.0123  
2. Address of Premises 500 W COLLEGE AVE Post Office & Zip Code 54911

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

APPROXIMATELY 3,700 SQUARE FEET OF RENOVATED  
SPACE FOR AN ALL DAY CAFE SERVING COFFEE  
PRODUCTS IN THE MORNING, BREAKFAST, LUNCH, THROUGHOUT THE DAY,  
AND SMALL PLATES IN THE EVENING.  
BEER AND WINE SOLD IN CAFE AND STORED BEHIND  
CUSTOMER SERVICE BAR, KITCHEN, STORAGE CLOSET,  
OR WILL COULD HAVE STORED IN A REFRIGERATED DISPLAY CASE IN CUSTOMER

4. Legal description (omit if street address is given above): \_\_\_\_\_

5. (a) Was this premises licensed for the sale of liquor or beer during the past license year? ..... ☐ Yes ☒ No

(b) If yes, under what name was license issued? \_\_\_\_\_

6. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? If yes, explain ..... ☒ Yes ☐ No  
WILLIAM WETZEL, AGENT, WILL BE COMPLETING ON  
LINE SERVER'S COURSE.
7. Is the applicant an employee or agent of, or acting on behalf of anyone except the named applicant? ..... ☐ Yes ☒ No  
 If yes, explain.
8. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? If yes, explain ..... ☐ Yes ☒ No
9. (a) Corporate/limited liability company applicants only: Insert state WI and date \_\_\_\_\_ of registration.
- (b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? If yes, explain ..... ☐ Yes ☒ No
- (c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? If yes, explain. ☐ Yes ☒ No
10. Does the applicant understand they must register as a Retail Beverage Alcohol Dealer with the federal government, Alcohol and Tobacco Tax and Trade Bureau (TTB) by filing (TTB form 5630.5d) before beginning business? [phone 1-877-882-3277] ..... ☒ Yes ☐ No
11. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776] ..... ☒ Yes ☐ No
12. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? ..... ☒ Yes ☐ No

**READ CAREFULLY BEFORE SIGNING:** Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000. Signer agrees to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants, or one member of a partnership applicant must sign; one corporate officer, one member/manager of Limited Liability Companies must sign.) Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.

Contact Person's Name (Last, First, M.I.) <u>WILLIAM J. WETZEL JR</u>	Title/Member <u>OWNER</u>	Date <u>JULY 13, 2020</u>
Signature <u>William J. Wetzel Jr.</u>	Phone Number <u>000 000 0000</u>	Email Address <u>0000000000000000</u>

**TO BE COMPLETED BY CLERK**

Date received and filed with municipal clerk	Date reported to council / board	Date provisional license issued	Signature of Clerk / Deputy Clerk
Date license granted	Date license issued	License number issued	



## City of Appleton Liquor License Questionnaire

1. Name of Applicant: WILLIAM J. WETZEL JR

2. Name of Business: ~~ACOCA~~ WAAM ENTERPRISES LLC dba ACOCA

(Check Applicable Box(s) to identify primary business activity)

- ☒ Restaurant  
☐ Tavern/Night Club/Wine Bar  
☐ Microbrewery/Brewpub  
☐ Painting/Craft Studio  
☐ Other (describe) \_\_\_\_\_

3. Address of Business: 500<sup>SDZ</sup> W COLLEGE AVE

4. Have you or any member of your organization ever been convicted of a misdemeanor or ordinance violation? Yes \_\_\_\_\_ No X

AND/OR been convicted of a felony? Yes \_\_\_\_\_ No X

If yes to either question, please explain in detail below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. List all partners, shareholders or investors of your business. Include full name, middle initial and date of birth. Please use additional sheets if necessary.

WILLIAM	J	WETZEL JR	●●●●●●
First name	M.I.	Last name	Date of Birth
			/ /
First name	M.I.	Last name	Date of Birth
			/ /
First name	M.I.	Last name	Date of Birth
			/ /
First name	M.I.	Last name	Date of Birth
			/ /

6. Name of person/corporation you are buying the premise and equipment from?

N/A

Name: \_\_\_\_\_  
First name Middle Initial Last name

Address: \_\_\_\_\_  
City State ZIP



7. What was the previous name and primary nature of the business operating at this location?

Name: ACOCA COFFEE (WILL BECOME ACOCA POST EXPANSION)

(Check Applicable Box(s) to identify primary business activity)

- ☒ Restaurant  
☐ Tavern/Night Club/Wine Bar  
☐ Microbrewery/Brewpub  
☐ Painting/Craft Studio  
☐ Other (describe) \_\_\_\_\_

8. Was this premise licensed for alcohol sales/consumption during the past license year?

Yes \_\_\_\_ If yes, please contact the Community and Economic Development Department at 832-6468 about obtaining a copy of an existing Special Use Permit and related requirements that may run with property.

No X If no, please contact the Community and Economic Development Department at 832-6468 about obtaining a Special Use Permit. A Special Use Permit may be required for your business activity prior to the issuance of a Liquor License, pursuant to the City of Appleton Zoning Ordinance.

9. If alcohol sales were a previous use in this building, when did the operation cease?

\_\_\_\_\_ months ago.

10. Seating capacity: Inside 99 Outside TBD

11. Operating hours (Inside the building): 6AM - 10PM  
Operating hours (Outdoor seating areas): TBD

12. Employees/Staff

Number of floor personnel \_\_\_\_\_ Number of door checkers N/A

13. In general, state the size and operational details of the proposed establishment:

- a. Gross floor building area of the premises to be licensed: 3700 square feet.  
b. Gross outdoor seating areas of the premises to be licensed: 300 square feet.  
c. Below, identify the operational details of the proposed establishment:

COFFEE SHOP PLUS WITH FULL KITCHEN SERVING  
BREAKFAST, LUNCH AND SMALL NIBBLES AT NIGHT.

William J. Witz

Signature

JULY 6, 2020

Date

# Auxiliary Questionnaire Alcohol Beverage License Application

Submit to municipal clerk.

WI Dr. Lic. #L530-4328-4664-09

Individual's Full Name (please print) (last name)		(first name)		(middle name)	
Lundt		Jennifer		Lynn	
Home Address (street/route)		Post Office	City	State	Zip Code
5310 Long Ct.		Appleton		WI	54914
Home Phone Number		Age	Date of Birth	Place of Birth	
●●●●●●●●		●	●●●●●●	Clintonville, WI	

The above named individual provides the following information as a person who is (check one):

- ☐ Applying for an alcohol beverage license as an **individual**.
- ☐ A member of a **partnership** which is making application for an alcohol beverage license.
- ☒ Agent of Kwik Trip, Inc.

(Officer / Director / Member / Manager / Agent)

(Name of Corporation, Limited Liability Company or Nonprofit Organization)

which is making application for an alcohol beverage license.

The above named individual provides the following information to the licensing authority:

1. How long have you continuously resided in Wisconsin prior to this date? ●●●
2. Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality? Underage drinking FINE Outagamie Co. 2005 ☒ Yes ☐ No  
If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)
3. Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality? ☐ Yes ☒ No  
If yes, describe status of charges pending.
4. Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit? ☐ Yes ☒ No  
If yes, identify.
5. Do you hold and/or are you an officer, director, stockholder, agent or employee of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin? ☐ Yes ☒ No  
If yes, identify.

(Name, Location and Type of License/Permit)

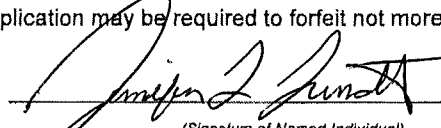
(Name of Wholesale Licensee or Permittee)

(Address By City and County)

6. Named individual must list in chronological order last two employers.

Employer's Name		Employed From	To
Outback Steakhouse	Appleton, WI	●●●	●●●
Pizza Hut - WHG	Multiple locations in Eastern Wisc.	●●●	●●●

**READ CAREFULLY BEFORE SIGNING:** Under penalty provided by law, the undersigned states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. The signer agrees that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of the Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000.

  
 (Signature of Named Individual)  
 Jennifer L. Lundt

# Schedule for Appointment of Agent by Corporation / Nonprofit Organization or Limited Liability Company

Submit to municipal clerk.

All corporations/organizations or limited liability companies applying for a license to sell fermented malt beverages and/or intoxicating liquor must appoint an agent. The following questions must be answered by the agent. The appointment must be signed by an officer of the corporation/organization or one member/manager of a limited liability company and the recommendation made by the proper local official.

To the governing body of: ☐ Town ☐ Village ☒ City of Appleton County of Outagamie

The undersigned duly authorized officer/member/manager of KWIK TRIP, INC.  
(Registered Name of Corporation / Organization or Limited Liability Company)

a corporation/organization or limited liability company making application for an alcohol beverage license for a premises known as Kwik Trip 181  
(Trade Name)

located at 730 E. Wisconsin Ave., Appleton, WI 54913

appoints Jennifer L. Lundt  
(Name of Appointed Agent)

5310 Long Ct., Appleton, WI 54914  
(Home Address of Appointed Agent)

to act for the corporation/organization/limited liability company with full authority and control of the premises and of all business relative to alcohol beverages conducted therein. Is applicant agent presently acting in that capacity or requesting approval for any corporation/organization/limited liability company having or applying for a beer and/or liquor license for any other location in Wisconsin?

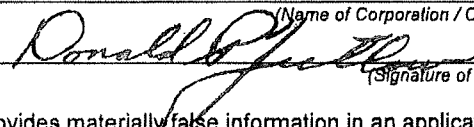
☐ Yes ☒ No If so, indicate the corporate name(s)/limited liability company(ies) and municipality(ies).

Is applicant agent subject to completion of the responsible beverage server training course? ☐ Yes ☒ No

How long immediately prior to making this application has the applicant agent resided continuously in Wisconsin? ●●●

Place of residence last year 5310 Long Ct., Appleton, WI 54914

For: KWIK TRIP, INC.  
(Name of Corporation / Organization / Limited Liability Company)

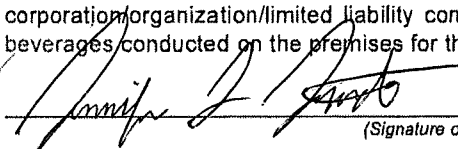
By:   
(Signature of Officer / Member / Manager)

Any person who knowingly provides materially false information in an application for a license may be required to forfeit not more than \$1,000.

## ACCEPTANCE BY AGENT

I, Jennifer L. Lundt, hereby accept this appointment as agent for the  
(Print / Type Agent's Name)

corporation/organization/limited liability company and assume full responsibility for the conduct of all business relative to alcohol beverages conducted on the premises for the corporation/organization/limited liability company.

 6/17/2020 Agent's age ●  
(Signature of Agent) (Date)  
5310 Long Ct., Appleton, WI 54914 Date of birth ●●●  
(Home Address of Agent)

## APPROVAL OF AGENT BY MUNICIPAL AUTHORITY (Clerk cannot sign on behalf of Municipal Official)

I hereby certify that I have checked municipal and state criminal records. To the best of my knowledge, with the available information, the character, record and reputation are satisfactory and I have no objection to the agent appointed.

Approved on \_\_\_\_\_ by \_\_\_\_\_ Title \_\_\_\_\_  
(Date) (Signature of Proper Local Official) (Town Chair, Village President, Police Chief)

**FEES ARE NON-REFUNDABLE**

License fee EACH Vehicle \$30.00  
Investigation fee \$ 7.00  
Total fee paid \$ 37<sup>00</sup>

Date Recv'd

Acct. CLLTSE

Acct. CLCPIF

Receipt

71520

1107-7

**LICENSE APPLICATION**

for

**COMMERCIAL QUADRICYCLE**☐ Original Application☒ Renewal – License # \_\_\_\_\_**SECTION 1 – APPLICANT INFORMATION**

Name of Company

Social Station, LLC

Business Phone

[REDACTED]

Business Street Address

W6088 Nolan Dr

City

Appleton

State

WI

Zip

54915

Owner's Name

Chris Burns

Date of Birth

[REDACTED]

☒ Individual☐ Partnership☐ Corporation

Owner's Name

Date of Birth

Owner's Driver License Number

[REDACTED]

Owner's Driver License Number

**SECTION 2 – VEHICLES TO BE OPERATED**

(Attach additional sheets if necessary)

Vehicle Number

Capacity

Make/Model

DOT License Plate Number

15

Pedal Biz - Mega Cycle

N/A

**SECTION 3 - COMPANY HISTORY**

Is the company currently licensed in any other municipality?

YES

☒ NO

If Yes, what municipality?

Has the company ever been denied a license by any municipality?

YES

☒ NO

If Yes, please explain:

Have any of the owners ever been convicted of a crime?

YES

☒ NO

If Yes, please explain:

Describe the basic operations of the company:

Provides Pedal Powered tours in Downtown Appleton

If the business is located in the City limits, Municipal Code requires that off-street parking is provided for. If applicable, what provisions have been made for off street parking?

**SECTION 4 - ROUTES**

All Commercial Quadricycle Routes are subject to approval by the Police Department.

Number of APPROVED routes:

Maps of APPROVED routes must be submitted as an attachment to the application**SECTION 4 – INSURANCE NOTICE**

Insurance Coverage:

Insurance Carrier:

Cincinnati through HUB Intl

Insurance Agent Name and Phone Number:

Ryan Stinz:

509-863-0315

Policy Number:

CSU 0151835

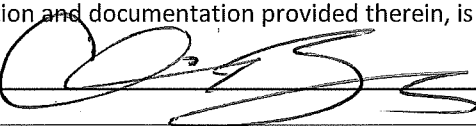


Policy Period: \_\_\_\_\_

I confirm that I have the authority to sign and certify the information contained herein as the permittee/licensee, or duly authorized representative of the entity obtaining this permit/license. I have reviewed and understand the insurance requirements of the City of Appleton. I hereby certify that I, or the company I represent, have insurance in the amounts required to obtain this permit/license, have named the City of Appleton as an additional insured for purposes of this permit/license and have provided the name of my insurance carrier, the policy number, and policy period above. Further, I agree to maintain appropriate insurance coverage for the duration of this permit/license and to indemnify, defend and hold harmless the City of Appleton and its officers, officials, employees and agents from and against any and all liability, loss, damage, expenses, costs, including attorneys fees arising out of the activities performed as described herein, caused in whole or in part by any negligent act or omission of the applicant, anyone directly or indirectly employed by any of them, which may arise from the use of city right-of-way or property under this permit or license.

I certify that this application, and all information and documentation provided therein, is true and accurate.

Applicant's Signature \_\_\_\_\_



**FOR OFFICE USE ONLY**

COI on file? YES NO

Sealer	Approve	Deny	By	Reason	S&L Date
Police					Common Council
Fire					Date issued
Inspection					Exp. date

date sent for approvals: 7/15/20

# **CSU Producer Resources, Inc.**

A subsidiary of Cincinnati Financial Corporation  
P.O. Box 145496, Cincinnati, OH 45250-5496  
513-870-2000

**Date:** 06/04/2020

**To:** HUB International Northwest LLC  
501 S Bernard St Ste 201  
Spokane WA 99204-2508  
46-023

**From:** Jennifer Lapham

**Insured:** Social Station, LLC

**Mailing Address:** 6068 W Nolan Dr.  
Appleton WI 54915

## **INSURANCE BINDER**

Thank you for placing your insurance with us. Please read this binder carefully since coverage terms may not be the same as you requested. This binder serves as proof of insurance beginning on the Effective Date shown below, subject to all terms and conditions of the policy or policies that will be issued. In the event of any inconsistency, the terms and conditions of the policy or policies prevail.

Coverage to be provided by The Cincinnati Specialty Underwriters Insurance Company, an approved non-admitted company.

### **NOTICE TO POLICYHOLDER:**

This insurance contract is with an insurer which has not obtained a certificate of authority to transact regular insurance business in the state of Wisconsin, and is issued and delivered as a surplus line coverage pursuant to s. 618.41 of the Wisconsin Statutes. Section 618.43(1), Wisconsin Statutes, requires payment by the policyholder of 3% tax on gross premium.

**Effective Date:** 06/05/2020      **Expiration Date:** 06/05/2021

**Policy Number:** CSU0151833

**Description of Operations:** Party Bike

**Coverage:**  
**General Liability - OCCURRENCE**

**Retroactive Date:** NONE



**CITY OF APPLETON**  
**Department of Public Works**  
**MEMORANDUM**

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**TO:** ☒ **Finance Committee**  
☐ **Municipal Services Committee**  
☐ **Utilities Committee**

**SUBJECT: Award of Contract**

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**The Department of Public Works recommends that the following described work:**

Unit L-20 Bridge Maintenance

---

**Be awarded to:**

Name: Lunda Construction  
Address: PO Box 669  
Black River Falls, WI 54615

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**In the amount of :** \$152,045.00

**With a 4.6 % contingency of :** \$6,955.00

**For a project total not to exceed :** \$159,000.00

**\*\* OR \*\***

**In an amount Not To Exceed :** \_\_\_\_\_

Budget: \$150,000.00  
Estimate: \$140,000.00  
Committee Date: 07/20/20  
Council Date: 08/05/20



**Bridge Maintenance**

**Unit L-20**

**July 13, 2020**

<u>NO.</u>	<u>ITEM NUMBER</u>	<u>DESCRIPTION</u>	<u>Quantity</u>	<u>Units</u>
1.	619.1000	Mobilization, Structure B-44-107	1	Lump Sum
2.	619.1000	Mobilization, Structure P-44-717	1	Lump Sum
3.	619.1000	Mobilization, Structure P-44-719	1	Lump Sum
4.	643.5000	Traffic Control, Structure B-44-107	1	Lump Sum
5.	643.5000	Traffic Control, Structure P-44-717	1	Lump Sum
6.	643.5000	Traffic Control, Structure P-44-719	1	Lump Sum
7.	SPV.0060.02	Cleaning and Painting Bearings, B-44-107	20	Each
8.	502.4107	Adhesive Anchor 7/8-Inch, P-44-717	4	Each
9.	506.0105	Structural Steel Carbon, P-44-717	75	LB
10.	509.1500	Concrete Surface Repair, P-44-717	10	SF
11.	SPV.0105.01	Traffic Gate Arm Supports, P-44-719	2	Each
12.	SPV.0105.02	Balance Bridge Leaves, P-44-719	1	Lump Sum
13.	506.8001.S	Prefabricated Fixed Inspection Platform, P-44-719	1	Lump Sum
14.	506.8002.S	Prefabricated Movable Inspection Platform, P-44-719	1	Lump Sum
15.	662.1035.S	Traffic Closure Gate Arm Replacement, P-44-719	2	Each
16.	SPV.0165.02	Slip-Resistant Coating for Steel, P-44-719	6	SF
17.	SPV.0060.01	Sidewalk Access Plate and Framing, P-44-719	140	LB
18.	City Spec	3" Topsoil, Seed, Fertilizer, Erosion Mat-Urban, Type B, P-44-719	1	Lump Sum
19.	City Spec	Inlet Protection	6	Each
20.	City Spec	Silt Fence	75	Lin. Ft.

**BID TABULATION**

<u>Lunda Construction</u>		<u>Zenith Tech</u>		<u>Norcon Construction</u>	
<u>Unit Price</u>	<u>Total</u>	<u>Unit Price</u>	<u>Total</u>	<u>Unit Price</u>	<u>Total</u>
\$5,000.00	\$5,000.00	\$2,500.00	\$2,500.00	\$3,500.00	\$3,500.00
\$7,000.00	\$7,000.00	\$5,000.00	\$5,000.00	\$3,500.00	\$3,500.00
\$10,000.00	\$10,000.00	\$30,000.00	\$30,000.00	\$3,500.00	\$3,500.00
\$2,800.00	\$2,800.00	\$1,500.00	\$1,500.00	\$5,400.00	\$5,400.00
\$2,800.00	\$2,800.00	\$1,500.00	\$1,500.00	\$7,300.00	\$7,300.00
\$4,441.00	\$4,441.00	\$2,300.00	\$2,300.00	\$5,650.00	\$5,650.00
\$714.00	\$14,280.00	\$500.00	\$10,000.00	\$1,285.00	\$25,700.00
\$90.00	\$360.00	\$75.00	\$300.00	\$340.00	\$1,360.00
\$255.00	\$19,125.00	\$75.00	\$5,625.00	\$115.00	\$8,625.00
\$650.00	\$6,500.00	\$600.00	\$6,000.00	\$675.00	\$6,750.00
\$12,000.00	\$24,000.00	\$16,900.00	\$33,800.00	\$9,270.00	\$18,540.00
\$17,600.00	\$17,600.00	\$33,500.00	\$33,500.00	\$39,700.00	\$39,700.00
\$19,360.00	\$19,360.00	\$15,500.00	\$15,500.00	\$27,300.00	\$27,300.00
\$9,338.00	\$9,338.00	\$15,000.00	\$15,000.00	\$8,400.00	\$8,400.00
\$11,400.00	\$22,800.00	\$10,000.00	\$20,000.00	\$14,350.00	\$28,700.00
\$276.00	\$1,656.00	\$275.00	\$1,650.00	\$185.00	\$1,110.00
\$7.50	\$1,050.00	\$90.00	\$12,600.00	\$47.00	\$6,580.00
\$3,000.00	\$3,000.00	\$1,000.00	\$1,000.00	\$1,700.00	\$1,700.00
\$190.00	\$1,140.00	\$350.00	\$2,100.00	\$80.00	\$480.00
\$25.00	\$1,875.00	\$6.50	\$487.50	\$22.00	\$1,650.00

**\$174,125.00**

**\$200,362.50**

**\$205,445.00**



## MEMORANDUM

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TO: Community and Economic Development Committee

FROM: Matt Rehbein, Economic Development Specialist

DATE: July 22, 2020

RE: Variance to Repurchase Right for Tax Key #31-1-6510-51 Southeast corner of Evergreen Drive and Lightning Drive, Northeast Business Park and Variance Allowing Access to Evergreen Drive

---

The City received a request for a variance to the City's Deed Restrictions and Covenants related to repurchase rights and access to Evergreen Drive from the Luther Group, LLC on July 15, 2020 (attached). This is Lot 1 of a larger parcel that was split via CSM 7369 and comprises approximately 6.59 acres located in the Northeast Business Park.

In 2005, Dr. John Gonis acquired the 7.73-acre site for \$347,850 (\$45,000/acre) with plans to construct a large upscale office building. It was his intent to construct a building with similar architecture as the Orthopedic & Sports Institute of the Fox Valley. In February of 2008, Dr. Gonis passed away before he was able to develop the property. Fox Valley Investment Properties LLC purchased the land from the estate in 2009 for \$423,500 (\$54,787/acre).

The Luther Group, LLC has asked the City to waive their right to repurchase allowing for the sale of Lot 1, comprising approximately 6.59 acres for \$1,578,832 (\$239,580/acre). Additionally, the Luther Group desires a variance to Deed Restriction 7, which prohibits access to Evergreen Drive. This has been reviewed by the City's Traffic Engineer as part of Site Plan approval. CEDD staff is recommending this be approved subject to the terms listed in section 12 of the site plan letter dated July 15, 2020.

### **Staff Recommendation:**

The Community and Economic Development Committee waive the City's Repurchase Rights for Lot 1, CSM 7369, in the Northeast Business Park, allowing the transfer from Fox Valley Investment Properties, LLC to Luther Group, LLC and/or assigns. This waiver of repurchase rights is not transferable, survivable, or assignable. The City's Repurchase Rights would remain on this property. Additionally, a variance to the Deed Restriction prohibiting access to Evergreen Drive be given to allow access as described in section 12 of the site plan review letter dated July 15, 2020.



July 15, 2020

Karen Harkness and Matt Rehbein  
City of Appleton  
100 N. Appleton Street  
Appleton, WI 54911

RE: City of Appleton waiver of Right to Repurchase Land and Access to Evergreen Drive

Dear Karen and Matt:

Per your request we are submitting supplemental information related to our formal request for waiver of the City of Appleton's Right to Repurchase the tax parcel 311651051 and to request driveway access to the parcel off of Evergreen Drive.

You requested further information related to project size, cost, timing and employment. The project will be an approximately 40,000 square foot outpatient medical facility with an estimated total invested cost of \$20,000,000.00 (including FF&E). We hope to begin construction in 2021 with an opening in 2022, though market factors could delay these dates. It is anticipated that approximately 40-60 new jobs will be created once the building is completed and the facility is operating at capacity.

Attached you will find the following documents:

- Executed purchase and sale agreement
- Submitted site plan and drawings showing access off of Evergreen Drive

Thank you for your assistance in securing these approvals. Please contact me with any additional questions or concerns.

Sincerely,

**Luther Group, LLC**



Jason Luther  
Managing Member

C: Daniel Cowell

**PURCHASE AND SALE AGREEMENT**  
**6.59 acre vacant lot located on the Southeast corner**  
**of Evergreen and Lightning Drives in Appleton, Wisconsin**

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is made as of the 17<sup>TH</sup> day of October, 2019 by and between Luther Group, LLC, a Wisconsin limited liability company, and/or its assigns ("Purchaser"), and Fox Valley Investment Properties, LLC, a Wisconsin limited liability company ("Seller").

**Recitals**

A. The term "Property," as used herein, means:

(1) That 6.59 acre vacant lot located at the Southeast corner of Evergreen and Lightning Drives in Appleton, Wisconsin, with a tax parcel number of 311651051, consisting of (a) the land legally described in **Exhibit A** attached hereto (the "Land"), (b) all fixtures and other improvements located on the Land (the "Improvements") (the Land and the Improvements being sometimes collectively referred to herein as the "Real Property"), (c) all rights, privileges and appurtenances owned by Seller and in any way related to, or used in connection with, the operation of the Real Property;

(2) All right, title and interest of Seller in and to all assignable governmental permits, licenses, certificates and authorizations relating to the use, occupancy or operation of the Real Property (the "Permits").

B. Seller wishes to sell the Property to Purchaser, and Purchaser wishes to purchase the Property from Seller, subject to and upon the terms and conditions set forth herein.

**Agreement**

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree as follows:

**ARTICLE 1**

**PURCHASE AND SALE OF THE PROPERTY**

1.1 Purchase. Seller agrees to sell, convey and assign the Property to Purchaser, and Purchaser agrees to purchase the Property from Seller, subject to and upon the conditions set forth herein.

1.2 Purchase Price. The total purchase price (the "Purchase Price") for the Property shall be one million five hundred seventy-eight thousand eight hundred thirty-two and 00/100 dollars (\$1,578,832.00), based upon 6.59 acres of land at two hundred thirty-nine thousand five hundred eighty and 00/100 dollars (\$239,580.00) per acre, payable as follows:

(a) Deposit. Fifty thousand dollars (\$50,000) (which amount, is hereinafter called the "Deposit") shall be paid by Purchaser to First American Title Insurance Company (the "Title Company"), at the address set forth in Section 12.6, within five (5) business days after the Effective Date. The "Effective Date" shall be the date of mutual execution and delivery of this Agreement by Purchaser and Seller. The latter party to deliver its signed counterpart to the other party shall insert the Effective Date in the first paragraph of this Agreement, and both parties shall conform all other copies of the Agreement. Title Company shall place the Deposit in an insured account, which shall bear interest if elected by Purchaser, who shall bear any set-up costs. Upon expiration of the Inspection Period, if this Agreement has not terminated, the Deposit shall be nonrefundable to Purchaser, except as set forth in this Agreement.

(b) Balance. At the closing of the transaction contemplated by this Agreement ("Closing"), Title Company shall pay the Deposit to Seller in immediately available funds and the balance of the Purchase Price, subject to the prorations and adjustments provided for herein, shall be deposited by Purchaser into escrow with Title Company, to be disbursed by Title Company to Seller.

1.3 Escrow. Title Company, by acceptance of any funds deposited by Purchaser hereunder, agrees to hold such funds and disburse the same only in accordance with the terms and conditions of this Agreement. If Title Company is in doubt as to its duties or liabilities hereunder, it may continue to hold such funds until the parties mutually agree to the disbursement thereof, or until an order or judgment of a court of competent jurisdiction shall determine the rights of the parties hereto. Title Company is a depository only and shall not be liable for any loss, damage or cost including, but not limited to, attorneys' fees, which may be suffered by Seller or Purchaser in connection with Title Company's action or inaction except those caused by Title Company's willful failure to perform its duties hereunder. In no circumstance shall Title Company be responsible or liable for the failure of any financial institution into which any funds deposited with Title Company have been deposited.

## ARTICLE 2

### INVESTIGATION OF THE PROPERTY

2.1 Seller's Deliveries. Seller shall deliver within five (5) business days after the Effective Date, to Purchaser, the following documents relating to the Property provided the same exist and are in Seller's possession and control (collectively, the "Seller's Deliveries"):

(a) Title Commitment. A current title insurance commitment issued by Title Company, including copies of all recorded exceptions to title referred to therein (collectively, the "Title Commitment"), reflecting title to the Property;

(b) Surveys. Any existing ALTA surveys, Plat of Surveys, Certified Survey Maps in relation to the Property in Seller's possession;

(c) Tax Statements. Copies of the most recent tax statements covering the Property (including real property, and rental taxes and special assessments), copies of any



notices with respect to taxes received by Seller since such tax statements were issued, any notices of increased valuation or special assessments in Seller's possession, and any documents relating to tax appeals in Seller's possession;

(d) Permits. Copies of the Permits, if any;

(e) Reports. Copies of any asbestos, lead-based paint, soils, seismic, geologic, drainage, engineering, environmental (Phase I and Phase II), wetland delineation studies, structural, physical condition, appraisal, mold, remediation, aged delinquency, or other reports in Seller's possession relating to the Property;

(f) Leases and Contracts. Copies of all leases or contracts that affect the Property;

(g) Utilities. A list of all utilities servicing the Property; and

(h) Correspondence. Copies of all correspondences and communications with municipalities or utility companies regarding entitlements, zoning, uses and restrictions or utility services to the Property.

To the extent not listed above, Seller shall deliver to Purchaser any documents and materials relating to the Property requested by Purchaser from time to time that are in Seller's possession or control. Upon Seller's delivery of the last document required under Section 2.1(a) through Section 2.1(h), Seller shall deliver a notice to Purchaser confirming the same ("Seller's Notice").

## 2.2 Purchaser's Investigations.

(a) Purchaser shall have until 11:59 p.m. Central Time on the date that is two hundred seventy (270) days after the date of Seller's Notice (the "Inspection Period"), to investigate and evaluate the Property and all matters relevant to its acquisition, use, ownership and operation. If this Agreement is not terminated by the expiration of the Inspection Period the Purchaser's right to investigate the Property shall continue until Closing or until this Agreement is terminated in accordance with the terms hereof (other than Section 2.2(c)). Purchaser's right of investigation shall include, without limitation, the right to have made, at Purchaser's expense, any studies, wetland delineations, soil borings and soil compaction tests, inspections, surveys, appraisals or environmental Phase I or Phase II assessments of the Property as Purchaser may deem necessary or appropriate; provided, however, that all inspections shall occur during normal business hours, and Purchaser shall not conduct or allow any physically intrusive testing of, on or under the Property without first obtaining Seller's written consent as to the timing and scope of work to be performed. Seller agrees to cooperate reasonably with any such investigations, inspections or studies made by or at Purchaser's direction so long as such cooperation is at no expense to Seller. Seller agrees to cooperate with Purchaser in Purchaser's attempts to obtain its municipal entitlements. Seller agrees to execute any reasonable requested documents that enable Purchaser to obtain its municipal entitlements. Purchaser may obtain a survey (the "Survey") of the Real Property, at Purchaser's sole cost and expense. The Inspection Period may be extended by two (2) separate thirty (30) day periods by Purchaser providing written notice to Seller prior to the expiration of the Inspection Period

or the previous extension thereof, and submitting to the Title Company an additional twenty-five thousand dollars (\$25,000) for each extension (each, an "Extension Deposit") within five (5) business days of said notice. Said Extension Deposits shall be non-refundable to Purchaser, but shall be applicable toward the Purchase Price.

(b) If Purchaser timely delivers the Approval Notice in accordance with Section 2.2(c), Purchaser shall be deemed to have elected to proceed, taking title subject to the Permitted Exceptions. "Permitted Exceptions," as used herein, shall be those matters reflected in the Survey and the last pro forma title policy received by Purchaser from Title Company prior to the expiration of the Inspection Period, or if no pro forma is then received by Purchaser, the last Title Commitment or preliminary title report received by Purchaser prior to the expiration of the Inspection Period (as applicable, the "Last Report") other than (i) delinquent taxes or assessments, (ii) any deed of trust, mortgage or other lien or monetary encumbrance affecting the Property or any part thereof, (iii) any lien, encumbrance or other matter affecting title to the Property that was created or consented to by Seller after the Effective Date without Purchaser's written consent, and (iv) any title matter or survey matter objected to by Purchaser in writing during the Inspection Period and corrected, or to be corrected prior to the expiration of the Inspection Period by Seller (items (i), (ii), (iii) and (iv) are referred to herein collectively as the "Mandatory Cure Items"). Notwithstanding the foregoing, Seller shall not be deemed to have elected to cure or remove any items (except monetary liens and encumbrances) arising under or through Seller unless consented to in a written notice to Purchaser. In addition, Seller shall not be deemed in default of this Agreement if Seller acts in good faith to cure any items which Seller agreed to cure in the aforementioned written notice. Upon such failure of Seller to cure such items, Purchaser may elect by written notice to Seller, no later than five (5) days prior to the Closing Date, to a) waive such items, which shall be deemed Permitted Exceptions, and proceed to Closing, or b) terminate the Agreement and receive a return of the Deposit upon which this Agreement shall be of no further force and affect.

(c) If, on or before the expiration of the first two hundred ten (210) days after the Inspection Period, Purchaser gives Seller written notice setting forth Purchaser's dissatisfaction with the Property for any reason, and states in such notice Purchaser's election to terminate, then this Agreement shall terminate in which case the Deposit shall be returned to Purchaser without the need for any further approval from Seller and both parties shall be relieved from any further liability hereunder except for those obligations which expressly survive termination of this Agreement (the "Surviving Obligations"). If said notice of dissatisfaction is provided after the first two hundred ten (210) days of the Inspection Period but before the expiration of the Inspection Period, then twenty-five thousand dollars (\$25,000) of the Deposit shall become non-refundable to Purchaser. If prior to the expiration of the Inspection Period, Purchaser delivers to Seller a written notice stating Purchaser's approval of the Property (the "Approval Notice"), then this Agreement shall remain in full force and effect in accordance with its terms, except as set forth in this Agreement, and Purchaser's rights of inspection as described herein shall continue until the Closing Date. If the Purchaser gives neither a notice of dissatisfaction nor an Approval Notice prior to the expiration of the Inspection Period, it shall automatically act as a notice of dissatisfaction and this Agreement shall terminate in which case twenty-five thousand dollars (\$25,000) of the Deposit shall be returned to Purchaser without the need for any

further approval from Seller and both parties shall be relieved from any further liability hereunder except for the Surviving Obligations. Notwithstanding any of the above, the Purchaser shall, within ninety (90) days of the commencement of the Inspection Period, provide written notice to Seller as to whether it shall proceed or terminate the Agreement with said notice, for any reason whatsoever, in the sole and absolute discretion of the Purchaser. If the notice provided terminates this Agreement, then this Agreement will terminate in which case the Deposit shall be returned to the Purchaser without the need for any further approval from Seller and both parties shall be relieved from any further liability hereunder except for the Surviving Obligations. If the notice provided by Purchaser is to proceed with this Agreement, then the Inspection Period shall continue as contemplated herein. However, Purchaser must, at least, terminate this Agreement or an Agreement to purchase a vacant 6.12 acre lot located at the Northeast corner of Evergreen and Lightning Drives in Appleton, Wisconsin that this Purchaser also has pending.

2.3 Indemnity. Purchaser agrees to indemnify, defend and hold harmless Seller from any and all claims, demands, liabilities, losses, damages, liens, costs and expenses asserted against Seller or the Property arising out of or resulting from Purchaser's investigations of the Property prior to Closing and to pay Seller all costs and expenses, including reasonable attorneys' fees and expenses, incurred in defending any such matter; provided, however, that this indemnity shall not extend to and in no event shall Purchaser be liable to Seller for (a) any release or discovery of any pre-existing hazardous substances arising from the conduct of any investigation or testing of the Property or for any diminution in the market value of the Property resulting from the information disclosed by any such investigation or tests, (b) for any negligence or misconduct of Seller or any agent, contractor or employee of Seller, or (c) any pre-existing condition or violation on or about the Property. The provisions of this Section 2.3 shall survive any termination of this Agreement.

### ARTICLE 3

#### SELLER'S REPRESENTATIONS AND WARRANTIES

Seller represents and warrants as of the Effective Date and as of the Closing Date and covenants to Purchaser as follows:

3.1 Authority. Seller is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Wisconsin. Seller owns the Property and has the full right and authority to enter into this Agreement and consummate the transactions contemplated by this Agreement. All requisite action has been taken by Seller in connection with the execution of this Agreement, the instruments referenced herein, and the consummation of the transactions contemplated hereby.

3.2 Consents; Binding Obligations. No third party approval or consent is required for Seller to enter into this Agreement or to consummate the transactions contemplated hereby. This Agreement and all documents required hereby to be executed by Seller are and shall be valid, legally binding obligations of and enforceable against Seller in accordance with their terms.

3.3 No Bankruptcy Proceedings. To Seller's Actual Knowledge, no bankruptcy, insolvency, rearrangement or similar action or proceeding, whether voluntary or involuntary, is

pending or threatened against Seller, and to Seller's Actual Knowledge, Seller has no intention of filing or commencing any such action or proceeding.

3.4 FIRPTA. Seller is not a foreign person as defined in Section 1445 of the Internal Revenue Code.

3.5 Litigation. There are no actions, suits, litigation or proceedings pending, or to Seller's Actual Knowledge threatened, affecting the Property, or affecting the right, power or authority of Seller to enter into and perform this Agreement in accordance with its terms, or which question the validity or enforceability of this Agreement or any action taken or to be taken by Seller under this Agreement.

3.6 Condemnation. Seller has no Actual Knowledge, and has received no notice from any governmental authorities, that proceedings for the condemnation of any portion of the Property are pending.

3.7 Rights and Options. Seller has not granted, and to Seller's Actual Knowledge there exist no, recorded or unrecorded options to purchase or rights of first refusal or first offer on the Property or any portion thereof.

3.8 No Violations. To Seller's Actual Knowledge, the Property has been and is presently used and operated in compliance in all material respects with, and in no material way violates, any applicable statute, law, regulation, rule, ordinance, order or permit of any kind whatsoever affecting the Property or any part thereof, any Permitted Exception or any covenants, restrictions and declarations, guidelines or other requirements of any homeowners' or community associations affecting the Property. Seller has received no notices from any governmental authority of zoning, building, environmental protection, clean air, pollution, fire, health code or other violations with respect to the Property, or violations pertaining to the use and occupancy of the Property, including, without limitation, discrimination on any prohibited basis, that have not been corrected.

3.9 Financing Statements. As of the Closing Date, no portion of the Property will be affected by any financing statements granted by Seller.

3.10 Covenants. As of the Closing Date, Seller shall have performed the covenants in Sections 5.1 and 5.2 in accordance with the terms thereof.

3.11 Insurance Notices. Seller has not received any notice from any insurance company which has issued a policy with respect to any portion of the Property, or by any board of fire underwriters of zoning, building, fire, or health code violations in respect to the Property.

3.12 Leasing Commissions. As of the Closing, no brokerage or leasing commissions or other compensation will be due or payable to anyone with respect to or on account of any current or prior leases that may have existed.

3.13 Service Contracts. There is no agreement, in writing or otherwise, between Seller and any other person or persons for service, supply, maintenance, management or the operation of

the Property or any portion of the business conducted thereon, which is not cancelable upon not more than thirty (30) days' notice without payment of any penalty or premium.

3.14 Hazardous Waste. To Seller's Actual Knowledge, except as disclosed in any environmental or engineering reports or studies delivered by Seller to Purchaser pursuant to Section 2.1(e), (a) the Property has not at any time been used for the purposes of storing, manufacturing, releasing or dumping Hazardous Materials (as hereinafter defined), and there are no Hazardous Materials located at, on or under the Property, except for normal quantities of Hazardous Materials utilized in connection with the normal maintenance and operation of the Property in compliance with all Environmental Laws (as hereinafter defined) and so-called household Hazardous Materials utilized by tenants of the Property, and (b) no underground storage tanks, pipelines or clarifiers have been or are located on the Property. As used in this Agreement, "Hazardous Materials" shall mean any hazardous or toxic substances, materials or wastes, defined or regulated as such in or under any Environmental Law, including, without limitation, asbestos, gasoline and any other petroleum products (including crude oil or any fraction thereof), polychlorinated biphenyls and urea-formaldehyde insulation. As used in this Agreement, "Environmental Law" shall mean any and all federal, state, local or municipal laws, rules, orders, regulations, statutes, ordinances, codes, decrees or requirements of any governmental authority or requirements of law (including common law) relating to or imposing liability or standards of conduct concerning the protection of human health, the environment or natural resources, or to releases or threatened releases of Hazardous Materials into the environment, including, without limitation, ambient air, surface water, groundwater or land, or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Materials, as now or hereafter in effect.

3.15 Soils. Seller has no Actual Knowledge of any negative sub-soil conditions or other defects in the Property except such defects as are disclosed in any engineering reports or studies delivered by Seller to Purchaser pursuant to Section 2.1(e).

3.16 Omissions. All representations and warranties made by Seller in this Agreement, and all information contained in any statement, document or certificate furnished to Purchaser in connection with this transaction are, to Seller's Actual Knowledge, free from any untrue statement of material fact and do not, to Seller's Actual Knowledge, omit to state any material facts necessary to make the statements contained herein or therein not misleading.

3.17 Deliveries. The copies of any documents furnished to Purchaser in connection with this transaction are, to Seller's Actual Knowledge, true and complete copies of the documents they purport to be.

3.18 Changed Circumstances. If any of the representations and warranties in this Agreement were false when made by Seller, the same shall constitute a default by Seller hereunder, and Purchaser may pursue the remedy it elects under Section 11.1. If any of the representations and warranties in this Agreement were, to Seller's Actual Knowledge, true when made but become false, whether through a change in Seller's Actual Knowledge or a change in circumstances (but excluding any Seller breach of Section 5.1(e)), unless Seller elects to cause and does cause the representation or warranty to again become true or correct prior to Closing, Purchaser may elect, as its sole and exclusive remedy hereunder, at law or in equity, to either (a)



terminate this Agreement at or prior to the Closing (in which case the Deposit shall be returned to Purchaser and both parties shall be relieved of any further obligations hereunder except for the Surviving Obligations) or (b) waive any objection to the representation or warranty to the extent it has become false and to proceed with the Closing. If Seller becomes aware of any act or circumstances which would change or render incorrect, in any material respect, any representation or warranty made by Seller under this Agreement, Seller will give prompt written notice of such changed fact or circumstance to Purchaser.

3.19 Survival. Each of the representations and warranties contained in this Article 3 are acknowledged by Seller to be material and to be relied upon by Purchaser in proceeding with this transaction, and shall survive the Closing. Seller shall indemnify, defend and hold Purchaser, its shareholders, directors, officers, employees, agents, successors and assigns harmless from and against any claim, loss, liability or expense, including reasonable attorneys' fees, that arise out of or result from the breach by Seller of any of the foregoing representations or warranties.

3.20 Third Party Claims. Seller shall indemnify Purchaser against, defend and hold Purchaser harmless from any and all loss, damage, liability or expense, including court costs and reasonable attorneys' fees, which Purchaser may reasonably incur or sustain either prior to or following the Closing Date by reason of or in connection with any and all obligations, liabilities, claims or demands by third parties, whether direct, contingent or consequential, and no matter how arising, either (a) in any way related to or arising from any act, conduct, omission, contract, agreement or commitment of Seller or (b) arising from loss or damage to third parties that occurs during the period of ownership of Seller and its affiliates and in any way relates to or arises from the construction, completion, sale, use or occupancy of the Property. This Section 3.20 shall survive Closing.

3.21 Tenants. There are no current tenants of the Property and none shall exist as of the Closing. There are no leases that affect the Property.

3.22 Actual Knowledge. As used in this Agreement, the phrase "to Seller's Actual Knowledge" or words of similar import shall mean the actual knowledge of John Pfefferle.

## ARTICLE 4

### **PURCHASER'S REPRESENTATIONS AND WARRANTIES**

4.1 Purchaser's Representations. Purchaser represents and warrants to Seller as follows:

(a) Authority. Purchaser has the full right and authority to enter into this Agreement and consummate the transactions contemplated by this Agreement. All requisite action has been taken by Purchaser in connection with the execution of this Agreement, the instruments referenced herein, and the consummation of the transactions contemplated hereby.

(b) Consents; Binding Obligations. No third party approval or consent is required for Purchaser to enter into this Agreement or to consummate the transactions contemplated hereby. This Agreement and all documents required hereby to be executed by

Purchaser are and shall be valid, legally binding obligations of and enforceable against Purchaser in accordance with their terms.

(c) Omissions. All representations and warranties made by Purchaser in this Agreement, and all information contained in any statement, document or certificate furnished to Seller in connection with this transaction, are to Purchaser's Actual Knowledge, free from any untrue statement of material fact and do not, to Purchaser's Actual Knowledge, omit to state any material facts necessary to make the statements contained herein or therein not misleading.

4.2 Survival. Each of the representations and warranties contained in this Article 4 are acknowledged by Purchaser to be material and to be relied upon by Seller in proceeding with this transaction, and shall survive the Closing. Purchaser shall indemnify, defend and hold Seller, its shareholders, directors, officers, employees, agents, successors and assigns harmless from and against any claim, loss, liability or expense, including reasonable attorneys' fees, that, arise out of or result from the breach by Purchaser of any of the foregoing representations or warranties.

4.3 No Other Representations. With the sole exception of the representations set forth in this Article 4, this Agreement is made without representation or warranty of any kind by Purchaser.

4.4 Third Party Claims. Purchaser shall indemnify Seller against, defend and hold Seller harmless from any and all loss, damage, liability or expense, including court costs and reasonable attorneys' fees, which Seller may reasonably incur or sustain either prior to or following the Closing Date by reason of or in connection with any and all obligations, liabilities, claims or demands by third parties, whether direct, contingent or consequential, and no matter how arising, either (a) in any way related to or arising from any act, conduct, omission, contract, agreement or commitment of Purchaser, or (b) arising from loss or damage to third parties that occurs during the period of ownership of Purchaser and its affiliates and in any way relates to or arises from the construction, completion, sale, use or occupancy of the Property. This Section 4.4 shall survive Closing.

4.5 Actual Knowledge. As used in this Agreement, the phrase to "Purchaser's Actual Knowledge" or words of similar import shall mean the actual knowledge of Jason Luther.

## ARTICLE 5

### **PURCHASER'S AND SELLER'S UNDERTAKINGS PENDING CLOSING**

5.1 Operation of Property. Seller covenants with Purchaser that, so long as this Agreement remains in effect:

(a) From and after the Effective Date, Seller will operate, maintain, and manage the Property in a normal businesslike manner and consistent with its current practices, maintaining present services, and will perform when due all of its obligations with respect to the Property, including without limitation its obligations under the Permitted Exceptions, and any mortgages affecting the Property.

(b) Seller shall not enter into any tenant leases, or any contracts or other new amendments or agreements which will survive the Closing or otherwise affect the use, operation or enjoyment of the Property after the Closing without Purchaser's prior written consent.

(c) Seller will maintain the current insurance coverage insuring the Property in effect at the time of execution of this Agreement and will maintain in effect such policies, up to and including the Closing Date.

(d) After the Effective Date, Seller shall not create or consent to the creation of any lien, encumbrance or other matter affecting title to the Property without Purchaser's prior written consent.

(e) Seller shall not knowingly take, or fail to take, any action which will or would cause any of the representations or warranties in this Agreement to become untrue or be violated without Purchaser's prior written consent.

(f) In the event that there exist any off-record fines or penalties for governmental violations caused by, through or under Seller for which Seller has received a written notice from a governmental authority prior to Closing, Seller shall cause the same to be paid in full.

(g) Seller shall promptly inform Purchaser in writing of any material event that adversely affects the ownership, use, occupancy, operation or maintenance of the Property.

## ARTICLE 6

### CONDITIONS TO CLOSING

6.1 Performance of Obligations. Unless waived by the party entitled to the benefit thereof, the obligations of either party to close under this Agreement shall be subject to the satisfaction of the conditions that all representations and warranties of the other party contained in this Agreement shall be true and correct as of the Closing and that the other party shall have performed all covenants, agreements and obligations required to be performed by it under this Agreement.

6.2 Title Policy. It shall be a condition to Purchaser's obligation to close under this Agreement that Title Company shall have agreed to issue to Purchaser a 2006 ALTA extended form owner's policy of title insurance, insuring title to the Real Property in Purchaser in the amount of the Purchase Price, subject only to the Permitted Exceptions and including such endorsements and other appurtenant insured parcels as are reflected in the Last Report or as Seller has agreed to provide pursuant to the terms hereof (the "Title Policy").

6.3 Walk Through. Purchaser shall have the right to inspect the Property within five (5) business days prior to Closing to verify that the Property is in substantially the same condition as of the Effective Date. At Closing, Seller shall remove all personal property from the Property.

## ARTICLE 7

### CLOSING

7.1 Date of Closing. The closing of the purchase (the “Closing”) shall take place in the offices of Title Company, or at such other place as the parties shall mutually agree. The time and date of Closing (the “Closing Date”) shall be at 11:00 a.m. on the date that is fifteen (15) business days after the expiration or waiver of the Inspection Period, or such other date as shall be agreed upon by Seller and Purchaser.

7.2 Deliveries. At Closing, the following shall occur through Title Company’s escrow:

(a) Seller shall execute and deliver to Purchaser a duly executed and acknowledged special warranty deed (the “Deed”), conveying to Purchaser the Real Property, subject only to the Permitted Exceptions.

(b) Seller and Purchaser shall execute and deliver two duplicate originals of a General Assignment, in the form attached hereto as **Exhibit B**, pursuant to which Seller shall assign to Purchaser, and Purchaser shall assume the Permits.

(c) Seller shall execute and deliver to Purchaser and Title Company an affidavit that evidences that Seller is exempt from the withholding requirements of Section 1445 of the Internal Revenue Code.

(d) Seller shall execute and deliver to Title Company such financial information, affidavits and agreements concerning parties in possession, mechanics’ liens, gap coverage and other title matters as may be reasonably required by Title Company in order to issue the Title Policy.

(e) Seller and Purchaser shall execute and deliver any applicable transfer tax, transfer declarations, ownership information or other disclosure forms or reports required under the laws of the State of Wisconsin.

(f) To the extent the same are in Seller’s possession or control, Seller shall deliver to Purchaser the original certificates, licenses and permits necessary for the ownership of the Property.

(g) Seller and Purchaser shall execute and deliver settlement statements to reflect the credits, prorations and adjustments contemplated by or specifically provided for in this Agreement.

(h) Purchaser shall pay to Seller the Purchase Price as provided in Section 1.2 hereof, subject to the adjustments described in Article 8 hereof.

(i) Seller shall deliver possession of the Property to Purchaser, without being subject to any tenant leases.

(j) Seller shall deliver to Title Company all payments and documents required to remove the Mandatory Cure Items of record and enable Title Company to issue the Title Policy.

(k) Seller and Purchaser agree to execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, any and all other instruments and documents as may be reasonably necessary in order to complete the transaction herein provided and to carry out the intent and purposes of this Agreement.

## ARTICLE 8

### ADJUSTMENTS AND PRORATIONS

8.1 Closing Adjustments. The cash due at Closing pursuant to Section 1.2(b) hereof shall be subject to adjustment as of the Closing Date in accordance with the following provisions:

(a) Taxes. Real property taxes on the Property shall be prorated as of 12:01 a.m. on the Closing Date based on the most recent tax information available from the county assessor's office.

(b) Assessments. If, at the time of the Closing, the Property or any part thereof shall be or shall have been affected by an assessment or assessments levied or imposed for improvements of a capital nature, then, for the purposes of this Agreement, all unpaid installments of any such special assessment, including those which are to become due and payable after the Closing, shall be deemed to be due and payable and shall be paid and discharged by Seller at or prior to the Closing.

(c) Insurance. No insurance policies of Seller are to be transferred to Purchaser, and no apportionment of the premiums therefor shall be made. Purchaser acknowledges that it shall be responsible for securing its own insurance for the Property.

(d) Closing Costs. Seller shall pay the cost of recording any instruments required to discharge any liens or encumbrances against the Property, all commissions payable to the Brokers (as hereinafter defined), the premium for the Title Policy up to the Purchase Price and the gap endorsement, other than the cost of Purchaser required endorsements thereto and the marginal cost to increase to extended coverage, all Wisconsin transfer tax return fees and excise taxes on the transfer of the Real Property, and one-half (1/2) of the cost of any closing or escrow fee charged by Title Company. Purchaser shall pay the cost of recording the Deed, the cost of any endorsements to the Title Policy and the marginal cost to increase to extended coverage, and one-half (1/2) of the cost of any closing or escrow fee charged by Title Company. Each party shall pay its own attorneys' fees. All other closing costs, except for the costs of Purchaser's inspection activities, shall be paid by Seller.



## ARTICLE 9

### CASUALTY

9.1 Notice and Estimate of Casualty. In the event that any of the Real Property should be damaged by any casualty prior to Closing, Seller shall promptly give Purchaser written notice of such occurrence, and as soon thereafter as practicable shall provide Purchaser with the average ("Repair Average") of the insurance estimate, if the carrier acknowledges coverage, and an estimate made by an architect, engineer or contractor selected by Seller and reasonably acceptable to Purchaser of the cost and amount of time required to repair such damage, together with supporting documents. The Closing Date shall become the later of the date set forth in Section 7.1 and twenty (20) days after Purchaser's receipt of such estimate. If Purchaser does not terminate this Agreement pursuant to Section 9.3, then Purchaser shall be given an opportunity to review and approve any construction contract which Seller proposes to enter into to have such damage repaired and Purchaser shall not unreasonably withhold or delay such approval.

9.2 Minor Damage. If the Repair Average is less than one hundred thousand dollars (\$100,000), then Seller shall promptly contract for and commence the repairs and complete so much thereof as may be accomplished prior to the Closing Date. If such repairs are not completed on or before the Closing Date, the Closing shall take place as scheduled and, at Closing, Seller shall assign to Purchaser so much of the insurance proceeds resulting from such damage as have not then been expended for repairs, Purchaser shall receive a credit against the Purchase Price in the amount of any portion of the loss that is uninsured and the deductible under Seller's insurance policy (as applicable), and Seller will assign to Purchaser, and Purchaser will assume, the rights and obligations under the construction contract pursuant to which such repairs are being completed. Purchaser shall also receive the portion of lost rent insurance proceeds applicable to the period after Closing.

9.3 Major Damage. If the Repair Average is one hundred thousand dollars (\$100,000) or more because of said casualty then Purchaser may elect to terminate this Agreement upon notice to Seller within fifteen (15) days after Purchaser's receipt of the estimate, in which event the Deposit shall be returned to Purchaser and both parties shall be relieved of any further obligations hereunder except for the Surviving Obligations; however, if Purchaser does not elect to so terminate this Agreement, then this Agreement shall remain in full force and effect and the parties shall proceed in accordance with Section 9.2 above.

## ARTICLE 10

### CONDEMNATION

10.1 Notice of Condemnation. If prior to Closing, Seller learns of any actual or threatened taking in condemnation or by eminent domain (or a sale in lieu thereof) of all or any portion of the Real Property, Seller will notify Purchaser promptly thereof.

10.2 Termination. Other than with respect to an "Immaterial Taking" (as defined below), any actual or threatened taking or condemnation for any public or quasi-public purpose or use by any competent authority in appropriate proceedings or by any right of eminent domain of all

or any part of the Real Property between the date of this Agreement and the Closing Date because of such condemnation, shall, at Purchaser's option, cause a termination of this Agreement. The Closing Date shall become the later of the date set forth in Section 7.1 and twenty (20) days after Purchaser's receipt of Seller's notice given under Section 10.1. The election to terminate provided hereby must be exercised by Purchaser (or will be deemed to have been waived) by notice to Seller to that effect given within 15 days following Purchaser's receipt of Seller's notice pursuant to Section 10.1 above. Upon delivery of such termination notice, the Deposit shall be returned to Purchaser and both parties shall be relieved of any further obligations hereunder except for the Surviving Obligations. If Purchaser shall not elect to so terminate this Agreement, or in the event of an Immaterial Taking, Seller shall be relieved of all obligations under this Agreement with respect to the portion of the Real Property so taken or condemned, but Purchaser will be entitled to receive all proceeds of any such taking or condemnation, and Seller agrees that it will not make any adjustment or settlement of any such taking or condemnation proceeding without Purchaser's consent and will take at Closing all action necessary to assign its entire interest in such award to Purchaser. Any taking or condemnation for any public or quasi-public purpose or use which does not affect access, reduce parking or take any part of the Improvements shall be deemed an "Immaterial Taking."

## ARTICLE 11

### REMEDIES

11.1 Breach by Seller. Time is of the essence of Seller's obligations hereunder. If Seller fails to perform any of its obligations hereunder, or breaches any representation or warranty hereunder and such failure to perform or breach continues uncured for three (3) business days after Seller receives notice thereof from Purchaser, Purchaser shall have the right to exercise all of its legal and equitable remedies, including, without limitation, specific performance and, either alone and in conjunction with specific performance, the right to claim damages for breach of contract.

11.2 Breach by Purchaser. Time is of the essence of Purchaser's obligations hereunder. If Purchaser fails to perform any of its obligations hereunder or breaches any representation or warranty hereunder and such failure to perform or breach continues uncured for three (3) business days after Purchaser receives notice thereof from Seller, Seller shall have the right to exercise all of its legal and equitable remedies, including without limitation, specific performance and, either alone and in conjunction with specific performance, the right to claim damages for breach of contract.

11.3 Breach of Provisions Surviving Closing. The provisions of Section 11.1 and 11.2 notwithstanding, either party shall be entitled, in addition to any other remedies available under this Agreement, to seek damages for the breach by the other party of any of its representations, warranties, indemnities or covenants hereunder that expressly survive Closing, subject to the other limitations hereof.

11.4 Attorneys' Fees. If any legal proceeding is commenced to enforce or interpret any provision of this Agreement, the prevailing party in such suit shall be entitled to recover, in addition to all other remedies or damages, its reasonable attorneys' fees and expenses. The provisions of this Section 11.4 shall survive any termination of this Agreement.

## ARTICLE 12

### MISCELLANEOUS

12.1 Brokers. Seller and Purchaser represent to each other that NAI Pfefferle and CBRE (“Brokers”) have represented the parties in connection with the transaction contemplated hereby. Brokers shall be paid their respective commissions (on a 50%-50% split) by Seller pursuant to separate agreements at the Closing. With the exception of the Brokers, Seller and Purchaser each represent and warrant to the other that it has not negotiated or dealt with any real estate broker, salesperson or agent in connection with the making of this Agreement or the transaction contemplated hereby, or incurred any liability for the payment of any brokerage fee, commission or compensation to any such broker, salesperson or agent. Seller and Purchaser agree to save and hold each other, and their respective shareholders, directors, officers, employees, agents, successors and assigns, free, clear and harmless from any claim, cost or expense, including reasonable attorneys’ fees, for or in connection with any breach of the representation and warranty made by each respective party in this Section and any claim for commissions or compensation claimed or asserted by or through each respective party in connection with the transaction contemplated herein. The provisions of this Section 12.1 shall survive any termination of this Agreement.

12.2 Entire Agreement. No change or modification of this Agreement shall be valid unless the same is in writing and signed by the parties hereto. No waiver of any of the provisions of this Agreement shall be valid unless in writing and signed by the party against whom it is sought to be enforced. This Agreement contains the entire agreement between the parties relating to the purchase and sale of the Property and supersedes all prior understandings and agreements between the parties, including without limitation the letter of intent between the parties. There are no promises, agreements, conditions, undertakings, warranties or representations, oral or written, express or implied, between the parties other than as herein set forth.

12.3 Survival. All of the parties’ representations, warranties, covenants and agreements hereunder, to the extent not fully performed or discharged by or through Closing, shall be deemed not merged into any instrument delivered at Closing and shall remain fully enforceable thereafter, subject to any limitations specifically set forth herein.

12.4 Dates. If any date set forth in this Agreement for the delivery of any document or the happening of any event should, under the terms hereof, fall on a weekend or federal or State holiday, then such date shall be automatically extended to the next succeeding weekday that is not a federal or State holiday. In the event that a deadline in this Agreement is calculated by a number of months from a reference date, the deadline shall occur on the same numerical date of the month as the reference date, except that, in the event that there exists no such date in the month that would otherwise contain the deadline, the deadline shall be the first business day of the following month.

12.5 Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Wisconsin.

12.6 Notices. All notices, demands or other communications required or permitted to be given hereunder (each a “Notice” for the purposes of this Section) shall be in writing, unless oral

notice is expressly permitted in the applicable Section. Any and all written Notices shall be deemed to have been duly delivered upon transmission by email to the applicable address(es) set forth below. Notwithstanding the foregoing, (a) if the Notice is a termination, default or change of address Notice or the Approval Notice, such Notice must be additionally delivered within two (2) business days by either personal delivery or overnight delivery with Federal Express or a similar overnight courier service (unless such additional delivery is waived by the receiving party) to the applicable address(es) set forth below (each an "Alternative Delivery Method"), and (b) if no email address is provided below for a party, any and all written Notices to such party shall be deemed to have been duly delivered upon receipt by an Alternative Delivery Method or refusal following an Alternative Delivery Method attempt in accordance with this Section.

If to Purchaser:

Luther Group, LLC  
c/o Jason Luther  
780 Elm Grove Road, Suite 120  
Elm Grove, Wisconsin 53122  
Telephone No.: (414) 979-1001  
Email: [jluther@luthergrp.com](mailto:jluther@luthergrp.com)

with a copy to:

Walden & Schuster, S.C.  
707 W. Moreland Blvd. Suite 9  
Waukesha, WI 53188  
Attention: James R. Walden, Jr.  
Telephone No.: (262) 547-5517  
Email: [jwalden@waldenlaw.net](mailto:jwalden@waldenlaw.net)

If to Seller:

Fox Valley Investment Properties, LLC  
c/o John Pfefferle  
200 E. WASHINGTON ST., STE 2A  
APPLETON, WI 54911  
Telephone No.: 920-560-5071  
Email: [JOHNPF@naipfefferle.com](mailto:JOHNPF@naipfefferle.com)

If to Title Company:

First American Title Insurance Company  
833 E. Michigan Street, Suite 250  
Milwaukee, Wisconsin 53202  
Attention: Brandon Schulta  
Telephone No.: (414) 639-5090  
Email: bschulta@firstam.com

Any telephone numbers provided above are provided for convenience only, and oral communications shall in no event constitute notice hereunder. Any address fixed pursuant to the foregoing may be changed by the addressee by notice given pursuant to this Section. Notices executed and delivered by the law firms identified above on behalf of their respective clients shall constitute valid notices hereunder.

12.7 Headings. The paragraph headings which appear in some of the Sections of this Agreement are for purposes of convenience and reference and are not in any sense to be construed as modifying the Sections in which they appear.

12.8 Construction. The parties acknowledge that they have reviewed and revised this Agreement, and their counsel has done or has had the opportunity to do the same, and agree that the common rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

12.9 Confidentiality. Each party shall hold in strict confidence all documents and information concerning the other and its business and properties and if the transaction contemplated hereby should not close, such confidence shall be maintained, and all such documents and information (in written form) shall immediately thereafter be returned to the party originally furnishing the same. No public disclosure, either written or oral, of the existence or terms of this Agreement shall be made by either Purchaser or Seller without the consent of the other. The foregoing provision shall not, however, be construed to prohibit any party from making any disclosures to any governmental authority which it is required to make by law or to prohibit any party from disclosing to its investors, lenders, escrow officers, title insurer, accountants, consultants, attorneys and other parties involved in completing the purchase and sale of the Property such terms of this transaction as are customarily disclosed to them in connection with similar acquisitions. The provisions of this Section 12.9 shall survive any termination of this Agreement.

12.10 Assignment. Purchaser may assign this Agreement to an entity upon written notice to Seller. In the event of an assignment by Purchaser, the Purchaser representations in Section 4.1 shall be automatically modified to reflect the type and state of organization of the assignee as stated in the written assignment from the original Purchaser to the assignee.

12.11 Section 1031 Exchange. Purchaser and Seller agree that, at either party's election, this transaction shall be structured as an exchange of like-kind properties under Section 1031 of the Internal Revenue Code and the regulations and proposed regulations thereunder. The party so

electing shall be known as the “Electing Party,” and the other party shall be known as the “Non-Electing Party.” The parties agree that if either party wishes to make such election, it must notify the other party thereof at least 10 days prior to the Closing Date. If the Electing Party so elects, the Non-Electing Party shall cooperate with the Electing Party; it being understood, however, that the Non-Electing Party shall not be required to take title to any other property as part of the Section 1031 exchange or alter the Closing Date. The Electing Party shall in all events be responsible for all costs and expenses related to the Section 1031 exchange and shall indemnify, defend and hold harmless the Non-Electing Party from and against any and all liability, claims, damages and expenses (including reasonable attorneys’ fees and costs but excluding any attorneys’ fees and expenses incurred by the Non-Electing Party in connection with its review of the documents reasonably necessary to effect the Electing Party’s exchange) actually incurred by the Non-Electing Party and arising out of such Section 1031 exchange.

12.12 Successors and Assigns. Subject to Section 12.10 and Section 12.11 hereof, this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

12.13 No Recording. Neither Seller nor Purchaser shall record this Agreement or any memorandum hereof in the real property records of the county in which the Real Property is located.

12.14 Counterparts; Delivery. This Agreement may be executed in counterparts, a complete set of which shall be deemed a single instrument. Executed signature pages sent by telecopy or email PDF shall be effective for purposes of executing and delivering this Agreement.

12.15 Third Party Beneficiaries. Except as expressly stated herein, if at all, there are no third party beneficiaries to this Agreement.

12.16 Severability. In the event that any provision hereof is determined to be void, illegal, invalid, or unenforceable, such provision shall be substituted with a provision that is valid and enforceable that is as similar as possible to the original provision or, if the same is not possible, the provision shall be severed from the remainder of the Agreement, which shall remain in full force and effect.

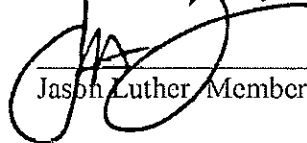
*[remainder of page left blank; signatures follow]*



IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date(s) set forth below, but effective as of the Effective Date.

**PURCHASER:**

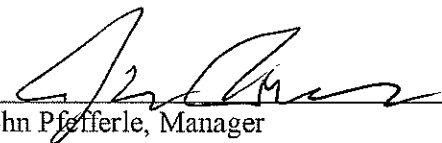
LUTHER GROUP, LLC:

  
\_\_\_\_\_  
Jason Luther, Member

Date: October \_\_\_\_, 2019

**SELLER:**

FOX VALLEY INVESTMENT PROPERTIES, LLC:

  
\_\_\_\_\_  
John Pfefferle, Manager

Date: October 17<sup>TH</sup>, 2019

**EXHIBIT A**

**LEGAL DESCRIPTION**

(Seller to insert legal description here)

6.59 acre vacant lot at the Southeast corner of Evergreen and Lightning Drives, Appleton, WI  
Tax Key No. 311651051

## EXHIBIT B

### GENERAL ASSIGNMENT

THIS GENERAL ASSIGNMENT (this "Assignment") is made as of \_\_\_\_\_, 2018, by and between Fox Valley Investment Properties, LLC, a Wisconsin limited liability company, ("Assignor"), and Luther Group, LLC, a Wisconsin limited liability company ("Assignee").

#### Recitals

This Assignment is made with respect to the following facts:

A. Assignor and Assignee are parties to a certain Purchase and Sale Agreement dated October \_\_\_\_\_, 2019 (as amended, the "Purchase Contract").

B. Pursuant to the Purchase Contract, Assignor has this date conveyed to Assignee the real property legally described in Exhibit A attached hereto (the "Real Property").

C. Pursuant to the Purchase Agreement, Assignor has agreed to assign to Assignee all of Assignor's right, title and interest in and to certain other rights and other matters more fully described below.

#### Assignment

NOW, THEREFORE, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby transfers, grants, conveys and assigns to Assignee, to the extent assignable, all of Assignor's right, title and interest in and to the following:

(a) Any and all governmental permits, licenses, certificates of occupancy, other certificates and authorizations relating to the use, occupancy or operation of the Real Property; and

(b) Any and all other rights, privileges and appurtenances owned by Assignor and in any way related to, or used in connection with, the operation of the Real Property.

2. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the parties' respective successors and assigns.

3. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed a duplicate original.

*[remainder of page blank; signatures follow]*

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first set forth above.

**ASSIGNOR:**

FOX VALLEY INVESTMENT PROPERTIES, LLC:

\_\_\_\_\_  
John Pfefferle, Manager

**ASSIGNEE:**

LUTHER GROUP, LLC:

\_\_\_\_\_  
Jason Luther, Member



“...meeting community needs...enhancing quality of

## COMMUNITY AND ECONOMIC DEVELOPMENT

100 North Appleton Street  
Appleton, WI 54911  
Telephone: (920) 832-6468  
Fax: (920) 832-5994

July 15, 2020

*Sent via email: mfranz@kahlerslater.com*

Michael Franz  
Kahler Slater  
111 W. Wisconsin Avenue  
Milwaukee, WI 53203

**RE: *SITE PLAN #16-20 Fox Valley Medical Office Building – N. Intertech Court (Tax Id #31-1-6510-51) – Construction a new medical office building and associated off-street parking lot.***

Dear Mr. Franz:

The Site Plan Review Committee has completed its initial review of Site Plan #16-20 for a new medical office building located on N. Intertech Court. Staff offers the following review comments:

### **Community and Economic Development Department – Planning and Economic Development**

The following comments are regarding planning issues. Please contact Jessica Titel, Principal Planner, at (920) 832-6476 with any related questions.

1. Waiver of City of Appleton repurchase right shall be approved by the Common Council prior to Site Plan approval.
2. Certified Survey Map #7369 restricts access to Evergreen Drive. Applicant shall prepare a restriction release document for Staff review and approval to allow for one access point in a location approved by the Department of Public Works (see comment #12 below for details). Restriction Release shall be signed by both the City and property owner and recorded with the Register of Deeds.
3. Existing Fire Lane Easement terminates with the development of this lot. Prior to Site Plan approval, a cross access easement for permanent access to the GLK property (Parcel #31-1-6510-52) shall be prepared and recorded with the Register of Deeds. Please show cross access easement on the plans.
4. Please update plans so parking stall count is consistent between all plan sheets. Sheet G100 states 162 parking stalls are being providing, while Sheets C100 and L1 state that 163 parking stalls are being provided
5. Provide perimeter landscaping along the west side of the parking lot to meet the buffering requirements listed in Section 23-172(g) – Table 2: *One (1) deciduous shade tree or ornamental tree shall be planted*



*for every forty (40) feet on center the property abuts a dedicated public street plus a two (2) to three (3) feet high staggered row of evergreens and/or deciduous shrubs at the time of planting shall be provided across 80% of the frontage of the parking lot excluding driveways, to provide an opaque screen. Plantings can be adjacent to the western property line so they do not interfere with any future parking lot expansions.*

6. Show lighting levels at the southern property line adjacent to GLK Foods (Parcel #31-1-6510-52) to confirm lighting levels do not exceed 0.5 foot-candles.
7. Label existing utility and water main easements on all plan sheets. Be sure to include document numbers.
8. No trash enclosure is shown on the plan sheets. Please provide trash enclosure details if dumpsters will be located outside of the building.

### **Department of Public Works – Engineering**

The following comments are from the Engineering Division. Please contact Sue Olson, Staff Engineer, at (920) 832-6473 with any related questions.

9. This project requires Stormwater Management Permit. A plan has been accepted for review. The engineering review of drainage and grading will be part of that process. Comments will be sent under separate cover.
10. The plans must be stamped by the licensed architect and professional engineer.
11. Provide completed Stormwater Utility Service Application form. The impervious surface on plan sheets G100 and C100 do not match. Revise as needed to be consistent with each other and the form.
12. Contact Eric Lom, City Traffic Engineer, regarding the following items:
  - Scaling the drawing, it appears the proposed Evergreen Drive access is located in the correct spot (as previously discussed); however, add a dimension to the plan that specifies the exact distance between the island nose (east of the roundabout) and the west edge of the proposed driveway. Previous discussion regarding this access point indicated the location of any new driveway access to Evergreen Drive shall be restricted to a location which is centered a minimum of 287 feet east of the existing centerline median nose of the Lightning Drive roundabout.
  - For the proposed Evergreen Drive access, Staff would like to see a modified apron. Use the existing El Jaripeo driveway as a template sent via email on July 7.
  - If possible, Staff prefers to see the Lightning Drive access shifted south to line up with the existing access across the street.
13. The Future Parking is not reviewed or approved with this site plan process.
14. Although it will not be reviewed or approved with this submittal, show the Future Building (referenced below the storm sewer table).
15. On each street frontage, provide dimensions from the back of curb to the property line.
16. Define the concrete aprons and public sidewalk at the driveways to be 7 inch thick concrete per City specifications. Show the Evergreen Drive sidewalk at the driveway to be removed and replaced at 7 inch thick. Provide grades at this driveway/sidewalk meeting ADA. Show removing additional sidewalk if needed. If other internal concrete is to be a different thickness, properly label this on the drawings.
17. For the sanitary sewer connection:
  - Provide the rim and invert elevation of the existing public manhole and pipe.

- Call out the sanitary lateral crossing the 12" public water main. Provide proposed elevations for each pipe at the crossing and required separation distance.
- The note to replace the pavement "in kind" is not adequate. The pavement removal and replacement shall include the following:
  - Full depth sawcut
  - Aggregate slurry backfill
  - Full panel replacement
  - Tie bars 2 ft center to center
  - A separate permit from DPW
  - Inspection by DPW Engineering Technician prior to sawcut and prior to concrete placement

18. Revise the first note on C103 to replace "Special Provisions" with "Standard Specifications".

19. For the storm sewer:

- Label the public manholes in plan view. Provide rim elevations and all invert elevations for the public manholes.
- In the table, clarify MH D "endwall" description.
- Verify the diameter of the public manhole in Lightning Drive and the wall integrity with the new 15" pipe at the proposed angle.

20. For the grading plan:

- Provide spot grades at each property corner, each grade break along the property line and at 50 ft intervals.
- At each driveway to the public street, provide gutter grades, edge of sidewalk grades, and define the high point of drainage to the street.
- For the driveway connections to GLK, define the high point and drainage direction of flow between the properties. Provide documentation of agreement of drainage pattern between the two property owners.
- There can be no runoff onto Primary Care to the east without written permission. Revise the grading plan as needed.
- It appears the east driveway from the building and dumpster sheet flows into InterTech Court. Capture this flow into storm sewer.

### **Inspections Division – Erosion Control**

The following comments are regarding erosion control issues. Contact Sue Olson, Erosion Control at (920) 832-6473 with any questions.

21. The Erosion and Sediment Control plan will also be reviewed by Brown and Caldwell with the stormwater plan. Comments will be sent under separate cover.

### **Inspections Division – Plumbing**

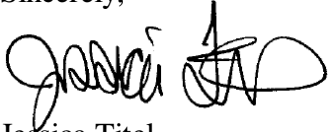
The following comments are regarding plumbing issues. Contact Jim Becker, Plumbing Inspector at (920) 832-6420 with any questions.

22. This building, if classified as a Health Facility as defined under DSPS 382.10(116), shall be reviewed by the DSPS. If not, a full site-specific plan review will be required by City of Appleton (Jim Becker). Please send plans, application, and fees as soon as possible. Application forms can be found on the City's website.

**Future Submittals: The revised site plan materials can be submitted at any time addressing the above referenced comments. The Community and Economic Development Department will distribute the revised site plan materials to City staff for review and comment. Please submit the revised Site Plan set via email in PDF. I will coordinate submittal of the final hard copies upon approval of the Site Plan.**

Please contact me at (920) 832-6476 if you have any questions or concerns.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jessica Titel', with a stylized flourish at the end.

Jessica Titel  
Principal Planner

cc: Alderperson Lobner  
Dan Meissner, Inspections  
Jim Becker, Inspections  
Sue Olson, Public Works & Erosion Control  
Erick Cardew, Public Works  
Steve Patterson, Fire  
Eric Lom, Traffic  
Karen Harkness, Community & Economic Development  
Tim Wittmann, Davel Engineering

2106456

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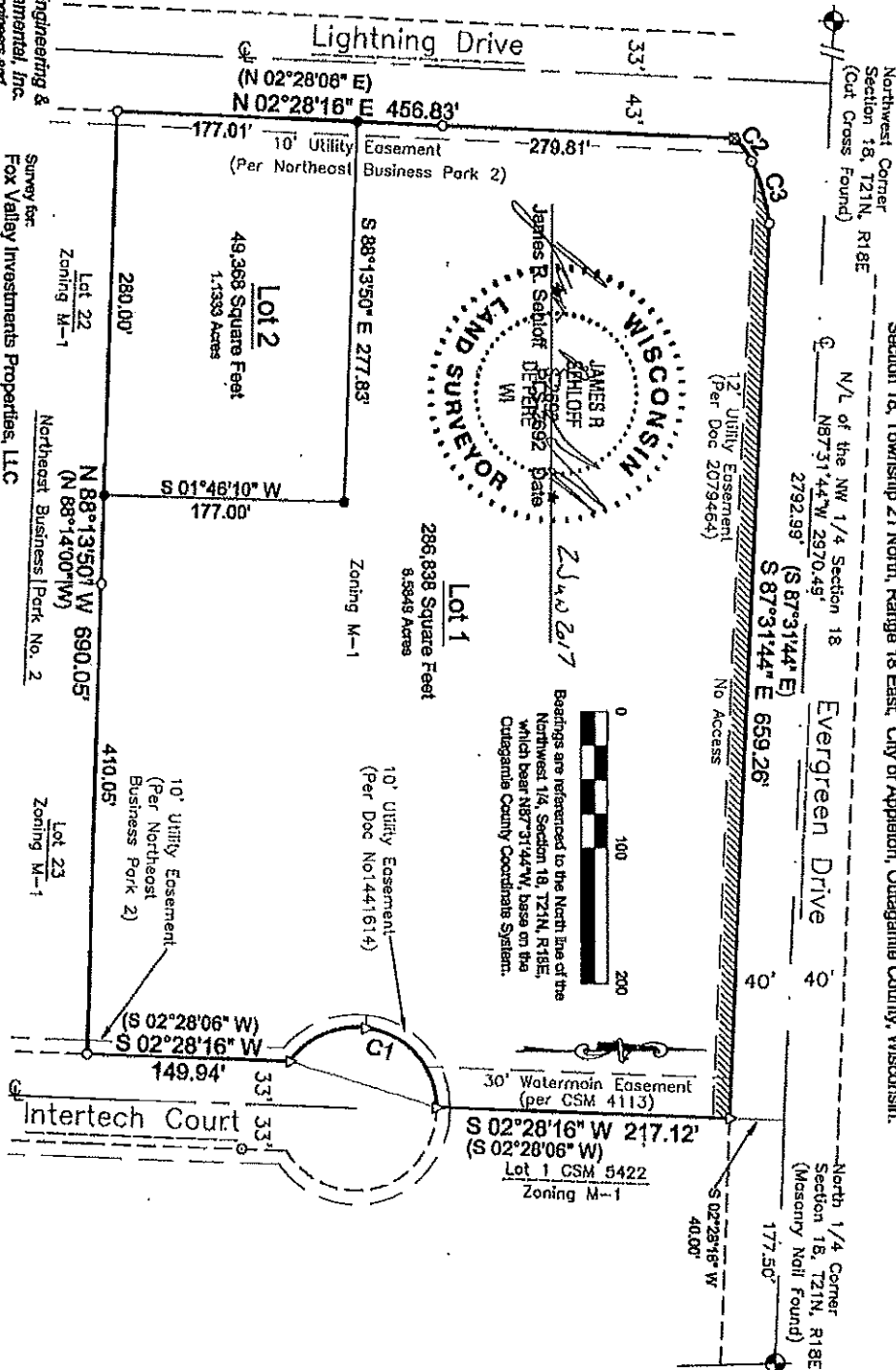
June 14, 2017 3:42 PM

OUTAGAMIE COUNTY  
SARAH R VAN CAMP  
REGISTER OF DEEDSFee Amount: \$30.00  
Total Pages: 3

Volume 44, Page 7369

## Certified Survey Map No. 7369

Part of the Lot 1, Certified Survey Map 5263, being part of Northeast 1/4 of the Northwest 1/4 of Section 18, Township 21 North, Range 18 East, City of Appleton, Outagamie County, Wisconsin.



**Dave Engineering & Environmental, Inc.**  
Civil Engineers and Land Surveyors  
1811 Racine Street  
Appleton, WI 54911  
Ph: 820-887-1058, Fax: 820-883-8586  
Jun 02, 2017 -- 12:16 PM J:\Projects\3007\3007.dwg (Carton\3007.CSK.dwg)

**Survey for:**  
Fox Valley Investments Properties, LLC  
200 E Washington Street  
Suite 2A  
Appleton, WI 54911

Drafted by: Jim  
Sheet: 1 of 3



Stock No. 26273

## Certified Survey Map No. 7369

Part of the Lot 1, Certified Survey Map 5263, being part of Northeast 1/4 of the Northwest 1/4 of Section 18, Township 21 North, Range 18 East, City of Appleton, Outagamie County, Wisconsin.

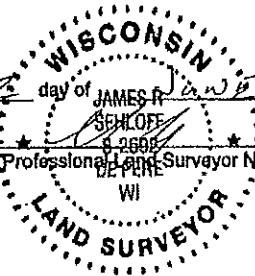
### Surveyor's Certificate

I, James R. Schloff, Professional land surveyor, hereby certify: That in full compliance with the provisions of Chapter 236 of the Wisconsin Statutes and the subdivision regulations of the City of Appleton, and under the direction of Fox Valley Investments Properties, LLC, the property owners of said land, I have surveyed divided and mapped this Certified Survey Map; that such map correctly represents all exterior boundaries and the subdivision of the land surveyed; and that this land is located in part of the Lot 1, Certified Survey Map 5263, being part of Northeast 1/4 of the Northwest 1/4 of Section 18, Township 21 North, Range 18 East, City of Appleton, Outagamie County, Wisconsin, containing 336,206 Square Feet (7.7182 Acres) of land described as follows:

Commencing at the North 1/4 corner of Section 18; thence along the North line of the Northwest 1/4 of said Section 18, N87°31'44"W, 177.50 feet; S02°28'16"W 40.00 feet to the South right of way line of Evergreen Drive said point also being the point of beginning; thence, along the Westerly line of Lot 1 CSM 5422, S02°28'16"W, 217.12 feet to the right of way of Intertech Court; thence, along, said right of way, 150.55 feet along the arc of a curve to the left with a radius of 60.00 feet and a chord of 114.05 feet which bears S17°43'18"W; thence, along said right of way, S02°28'16"W, 149.94 feet to the Northeast Corner of Lot 23 Northeast Business Park No. 2; thence, along North line of Lot 22 and said Lot 23 Northeast Business Park No. 2, N88°13'50"W, 680.05 feet to the West right of way line of Lighting Drive; thence along said West right of way line, N02°28'16"E, 458.83 feet to said South right of way line of Evergreen Drive; thence along said South right of way line, 20.95 feet along the arc of a curve to the right with a radius of 48.50 feet and a chord of 20.79 feet which bears N52°07'51"E; thence, continuing along said South right of way line, 47.62 feet along the arc of a curve to the right with a radius of 148.50 feet and a chord of 47.42 feet which bears N73°41'43"E; thence S87°31'44"E, 659.26 feet to the point of beginning, subject to all easements, and restrictions of record.

Given under my hand this 2 day of January, 2017.

James R. Schloff, Wisconsin Professional Land Surveyor No. S-2692



### Owner's Certificate of Dedication

Fox Valley Investments Properties, LLC, a limited liability company duly organized and existing under and by virtue of the Laws of the State of Wisconsin, as the property owner, does hereby certify that we caused the land above described to be surveyed, divided and mapped all as shown and represented on this map.

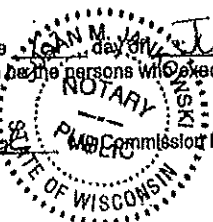
In the presence of: Fox Valley Investments Properties, LLC,

[Signature] 6-12-17  
Managing Member Date

State of Wisconsin )  
Outagamie County ) ss

Personally came before me on the 10th day of June, 2017, the above the property owner(s) to me known to be the persons who executed the foregoing instrument and acknowledge the same.

[Signature]  
Notary Public, Wisconsin





Stock No. 26273

# Certified Survey Map No. 7369

Part of the Lot 1, Certified Survey Map 5263, being part of Northeast 1/4 of the Northwest 1/4 of Section 18, Township 21 North, Range 18 East, City of Appleton, Outagamie County, Wisconsin.

## City of Appleton Approval Certificate

This certified survey map in the City of Appleton, Outagamie County, Fox Valley Investments Properties, LLC, the property owner, is hereby approved by the City of Appleton.

  
Timothy M. Hanna, Mayor


6/14/17  
Date

  
Kami Lynch, City Clerk

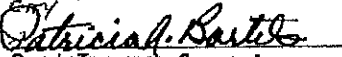
6/14/17  
Date

## Treasurers' Certificate

We, being the duly elected, qualified and acting Treasurers of the City of Appleton and Outagamie County, do hereby certify that in accordance with the records in our office, there are no unredeemed tax sales and unpaid taxes, or special assessments on and of the land included in this certified survey map.

  
Anthony D. Hanna  
Town Treasurer

6/14/17  
Date

  
Patricia A. Bartels  
County Treasurer

6-14-17  
Date

Asst. Dept. Treas.

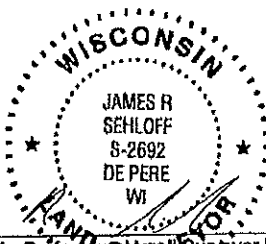
This Certified Survey Map is contained wholly within the property described in the following recorded instruments:

the property owners of record:  
Fox Valley Investments Properties, LLC

Recording Information:  
Doc No. 1857750

Parcel Number(s):  
311 651020

CURVE TABLE					
CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	160.65'	60.00'	143°45'49"	S 17°43'18" W	114.05'
C2	20.95'	48.50'	24°44'52"	S 52°07'51" W	20.79'
C3	47.62'	148.50'	18°22'29"	S 73°41'43" W	47.42'



James R. Sehloff Professional Surveyor No. S-2692 Date 2 June 2017





# NORTHEAST BUSINESS PARK

QUALITY ATTRACTS QUALITY

## DECLARATION OF COVENANTS AND RESTRICTIONS

### APPLICABLE TO ALL PROPERTIES SOLD IN NORTHEAST BUSINESS PARK NO. 2

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

1. ***Setbacks:***

- A. ***Front Yard:*** No building shall be constructed on the site nearer than forty (40) feet of the right-of-way of any public street. In the case of corner lots, both forty (40) foot setbacks will apply.
- B. ***Side and Rear Yards:*** Minimum side and rear yards shall be twenty-five (25) feet.
- C. ***State Highways:*** A fifty (50) foot building setback shall be observed along U.S.H. 41 and U.S.H 441.

2. ***Land Use:***

- A. **Restrictions on Use.** The Restricted Parcel shall be developed and used solely for the following purpose and for no other purpose:
  - 1. Vocational and rehabilitation facilities (packaging type or light manufacturing [as defined below]; no retail: businesses that employ disabled or handicapped individuals in a packaging or light manufacturing process.
  - 2. Educational and training centers (up to 50,000 square feet): centers used for employee or customer training, e.g., computer training (but excluding, for example, training to operate motor vehicles or heavy machinery). All training activities to be limited to the confines of the building.
  - 3. Offices: e.g., insurance claims, medical, legal and leased business offices and services.

4. Professional services: e.g., doctors', lawyers' and accountants' offices.
5. Printing: e.g., commercial printing facilities, newspaper presses.
6. Wholesale storage: interior storage of non-volatile goods, such as plumbing and electrical goods wholesalers, and household movers; no exterior/outdoor storage shall be permitted.
7. Industrial supply: interior storage of industrial materials such as plumbing and electrical supplies.
8. Light manufacturing and assembly: products produced or assembled manually or by a light industrial process by virtue of the use of light machinery; being conducted entirely within enclosed substantially constructed buildings; in which the open area around the building is not used for storage of raw materials or manufactured products, or for any other industrial purpose other than loading and unloading operations; and which are not noxious or offensive by reason of emission of smoke, dust, fumes, odors, noise, or vibrations beyond the confines of the building.
9. Retail sales of products manufactured on site and clearly an accessory use to the primary use of the site and provided on premises sales are limited in floor area to no more than (10) percent of the total gross floor area occupied by the permitted or special use;
10. Other land uses may be considered for approval by the Community Development Committee if a determination is made that the project fits the development objectives of the City.

3. ***Nuisance Factors and Hazards***

- A. In order to protect the interests of all Tenants, no operation shall be conducted which emits offensive or objectionable noise, vibration, smoke, odors, dust, or gases. Precautions should be taken in all research and other approved operations for radiation, radioactivity, fire and explosion hazards.
- B. No fuel or chemical in-ground or outdoor storage shall be allowed in the Park.

4. ***Building Standards***

- A. Any building erected shall be at least 7,500 square feet in area and have a gross floor area equal to at least 10 percent of the land area.
- B. Buildings shall be designed by an Architect or Engineer. No side, elevation or facade of a building or structure shall be unexposed to public view; consequently, all

Declaration of Covenants and Restrictions

Northeast Business Park No. 2

Page 3

sides, elevations, or facades of all buildings and structures shall be visually pleasing and architecturally and aesthetically comparable with the surrounding environment.

- C. The Northeast Business Park encourages a variety of architectural styles. However, it is intended that a basic harmony of architecture prevail among the buildings so that no one structure detract from the attractiveness of the overall development.
- D. The majority of exterior and externally visible opaque surfaces shall be constructed of not more than three of the following types of materials (provided, however, that such list shall not be deemed to exclude the use of other accent or exterior trim materials, glass and glazing, and earth berms):
  - 1. Brick;
  - 2. Architectural precast concrete panels (surface finish to be painted, stained or exposed aggregate) for no more than 50% of the exterior of the building;
  - 3. Decorative concrete block (for no more than 50% of the exterior building wall area unless several different types and textures are used (split face, fluted, scored or striated ) to provide variety and relief;
  - 4. Cut stone;
  - 5. Exterior insulation and finish systems such as Drivit or Sunlar;
  - 6. Metal panels (permitted only for building expansion walls and with prior approval from the Community Development Committee);
  - 7. Other building materials being developed and to be developed by the construction industry. The use of such materials will be reviewed by the Site Plan Review Committee on a case-by-case basis.
- E. Building materials will be selected for their ability to present a visual statement of a building or structure's strength, attractiveness, and permanence. The building materials used shall be harmonious with the natural environment and with the general character of other buildings and structures in the Park.
- F. Metal trim materials may be used when in keeping with the architectural and aesthetic character of the building or structure.
- G. No loading dock shall face the street unless the site configuration is such that it is unavoidable. In that event, the Community Development Committee shall review and approve the location of the loading dock. The Community Development Committee may assign this review of plans to the Economic Development Department. Sufficient visual screening shall be installed to screen truck loading and receiving areas from view from the street.

- H. Ancillary structures will be approved by the Community Development Committee. Approval may be granted only if such structures are necessary to the principal use of the building site, are in architectural and aesthetic conformance with other buildings or structures on the site, are properly screened, meet all requirements of these covenants and are otherwise satisfactory to the Community Development Committee at its sole discretion.

5. ***Landscaping:***

- A. ***Landscape Plan:*** The landscaping upon any building site or lot shall be carried out in accordance with a detailed landscaping plan, which has been reviewed and approved in writing by the City's Site Plan Review Committee. The landscape plan shall include, but not be limited to, plant location, common and botanical names of plant material, planting size, root condition, and quantity of all plant material. The plan shall show all ground cover and mulch areas, landscape and construction materials, and construction details.
- B. ***Landscaping Methods:*** Landscaping may include grading, earth berms, seeding, sodding, raised planters, architectural decorative walls or fencing, trees and shrubs, ground cover and other landscape materials including permanent sprinkler systems, fountains, storm run-off retention ponds, reflective ponds, and landscape lighting.
- C. ***Plant Material:*** Selected plant material should provide for a variety of shade trees, evergreen trees, and shrubs, ornamental trees and shrubs and ground covers. Plant material selection shall take into consideration the following:
1. Disease and insect resistance;
  2. Hardiness to the area;
  3. The ability to provide seasonal interest;
  4. Future maintenance considerations;
  5. Ability of plant material to accomplish its intended purpose in each placement.
- D. ***Time for Completion:*** All landscaping shall be completed within ninety (90) days following occupancy, or as soon thereafter as weather will allow if such period occurs within winter months.
- E. ***Maintenance:*** The owner shall be responsible for maintaining all landscaping as approved on the original plan for his site. Any variation or changes to the landscape plan must be reviewed and approved in writing by the Department of Planning. Landscaped areas, materials, fixtures, and improvements shall be maintained by the

owner of the building site, or by such owner's long-term lessee(s) in good condition at all times. Such maintenance shall include watering, mowing, trimming, pruning, spraying, fertilizing, repairing, replacement of dead plantings, planting, transplanting, dusting, treating, and other common landscape maintenance activities necessary to keep the building site landscaping in a healthy state of growth and visually attractive in appearance.

If the owner or the owner's assigns fail to maintain the landscaping and site per the approved landscaping plan in this section, the City of Appleton or its Agent may seek an inspection warrant to enter the site and conduct such maintenance and to seek full reimbursement.

6. ***Parking, Loading***

Off-street parking and loading areas shall be provided on each building site and shall be of sufficient size to accommodate all planned or anticipated parking and loading needs of all site occupants and visitors and comply with the City's Zoning Ordinance regarding parking standards. All truck maneuvering must be confined within the boundaries of the property. All parking and loading areas shall be paved. Parking shall be permitted within the minimum front yard setback area, however, it shall be located no closer than fifteen (15) feet to the public right-of-way line.

7. ***Vehicle Access***

The lots adjacent to and abutting Evergreen Drive shall not be allowed vehicle ingress or egress to Evergreen Drive.

8. ***Outdoor Storage:***

No outside storage of any kind shall be permitted.

9. ***Roof Mounted Equipment:***

Roof mounted equipment shall be so located and/or screened, and painted to minimize visibility from the street and adjacent owners.

10. ***Signs:***

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

11. ***Maintenance Responsibilities:***

- A. Each owner shall keep its property, all contiguous street right-of-way to the edge of the pavement, and all drainage and easement areas in a well-maintained, safe, clean, and attractive condition at all times. Such maintenance includes, but is not limited to the following:
1. The removal of all litter, trash, refuse, and wastes;
  2. Compliance with the City's noxious weed control ordinance, including the mowing of all grass areas;
  3. The maintenance of exterior lighting, signs, and mechanical facilities;
  4. The keeping of all exterior building surfaces in a cleaned, well-maintained condition;
  5. The maintenance of all drainage ways including the removal of all debris, weeds, and silt.
- B. The owner of any undeveloped lands shall maintain said lands free of rubbish, noxious weeds, and mosquito breeding pond conditions.

12. ***Site Plan Review:***

Before commencing the construction or alterations of any buildings, additions, enclosures, fences, loading docks, parking facilities, storage yards, or any other structures or permanent improvements on or to the real estate conveyed hereby, the owner shall first submit its building plans, specifications, site and landscape plans, elevations of all sides of the building, samples of materials proposed for all external surfaces including colors and textures, and an artist's rendering of the project or a scale model to the Site Plan Review Committee in accordance with Section 23-171 of the City Zoning Code. Renderings should show adjacent buildings, landscaping, screening, signs etc.

13. ***Repurchase Rights:***

**Failure to Build:** In the event the owner of land purchased from the City of Appleton does not commence construction of a building within one (1) year after the date of purchase, the City has the option to repurchase said property. The City shall pay the following repurchase price: the sum of the original purchase price and all special assessments which may have been paid by the buyer or levied against the property after the date of purchase minus the sum of any unpaid property taxes, pro-ratio of the current years property taxes to date of closing, title insurance policy premium, real estate commission paid at time of original closing, and any liens and encumbrances on the property of a definite or ascertainable amount. Further, repurchase price shall be adjusted by the amount equal to



the amount of an option fee for that year had the property been under option between the City and the Buyer. Conveyance shall be by warranty deed.

**Resale of Vacant Land:** In the event the owner of land purchased from the City of Appleton elects to sell any portion thereof which is vacant, the property shall first be offered, in writing, to the City of Appleton. The City of Appleton shall have sixty (60) days from date of receipt of such offer to accept or reject repurchase of the property unless an extension of time may be mutually agreed upon and set forth in writing. In the event the City does not elect to repurchase the property, the owner may sell the land, but these Declarations of Covenants and Restrictions shall run with the land and be binding on the subsequent owner. The purchase price shall be computed as in the paragraph above (Failure to Build). Conveyance shall be by warranty deed. The seller shall furnish a title insurance policy at the seller's expense.

14. ***Subdivision of Lots:***

After a lot has been purchased, such lot shall not be further subdivided without the written consent of the Community Development Committee. No owner may sell, lease or rent less than all of the lot without the prior written consent of the Community Development Committee. The Community Development Committee may delegate this approval authority to the Economic Development Department. The foregoing prohibition shall not apply to occupancy leases of space in a building made in the ordinary course of business.

15. ***Waiver of Notice:***

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

16. ***Variances:***

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

17. ***Enforcement:***

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

any action to cure such violation.

18. ***Invalidation:***

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

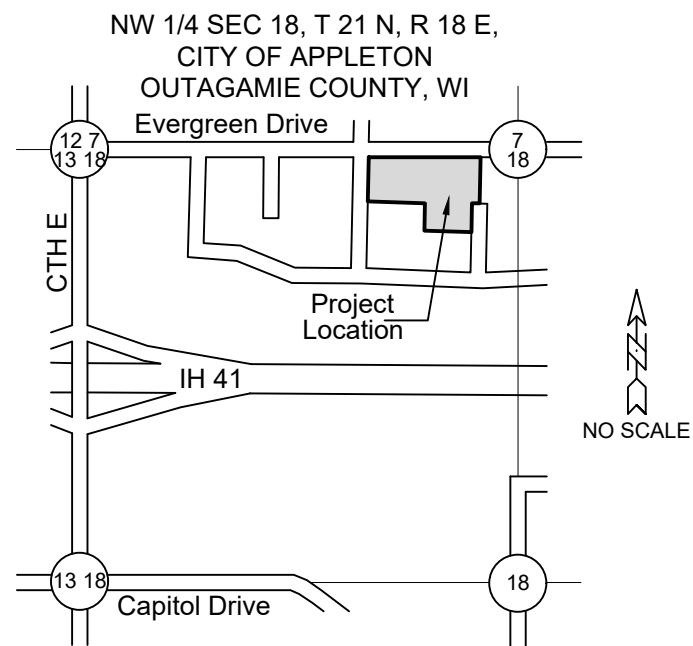
19. ***Term:***

Each lot shall be conveyed subject to the covenants and restrictions set forth herein, all of which are to run with the land and shall be binding on all parties and all persons claiming them for a period of thirty (30) years from the date of this Declaration of Covenants and Restrictions is recorded, after which time said covenants and restrictions as are then in force and effect shall be automatically renewed for successive periods of ten (10) years each, unless an instrument terminating such covenants and restrictions is recorded with the Outagamie County Register of Deeds by the Common Council as evidenced by a resolution duly adopted by a majority of all members of the Common Council.





LOCATION MAP



Project Information

Site Information

Parcel: 31-1-6510-51  
Zoning: M-1: Industrial Park  
Legal Description: Lot 1 CSM 7369

Building Information:

Occupancy Classification: B  
Construction Type: IIB  
Gross Floor Area: 39,990 SF  
Building Height: 28' to Roof and 38' overall (Includes equipment screen)

Setback Information

Front: 40' (North, West, East)  
Rear: 25' (South)  
Sides: 25' (East)

Proposed Disturbed Area: 220,000± SF

Site Areas - Lot 1 CSM 7369

Building coverage 20,000 SF  
Parking and Drives 79,366 SF  
Lawn and Landscaping 187,472 SF  
Total Site Area 286,838 SF± (6.5849 Acres)  
Impervious Area = 34.64% (99,366 SF)

Parking Information:

Parking Requirements:  
40,248 SF Office: (1 per 260 SF) 160

Surface Parking Stalls Provided:  
157 proposed stalls + 6 Handicap stalls (Proposed)  
Parking lot striping shall be 4" painted white

Surface Parking Lot Interior Islands Requirements:  
Interior landscape Island 5% of Parking Lot  
(79,242 SF at 5%) = 3,962 SF

Island Area Provided:  
Total = 5,812 SF

Soil Types:

BIB: Briggsville Silt Loam  
McA: Manawa Silty Clay Loam  
WnA: Winneconne Silty Clay Loam

General Notes

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

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

All Curb & Gutter shall reject drainage (inverted pan) unless otherwise noted on plan.

Dimensions along curb is measured to the curb face.

Revisions

CITY OF APPLETON SUBMITTAL

SCOPE DOCUMENTS

Drawing Date

6/23/20

LUTHER GROUP - FOX  
VALLEY MOB

APPLETON, WI

Project No.

220018.02

Sheet Title

SITE PLAN

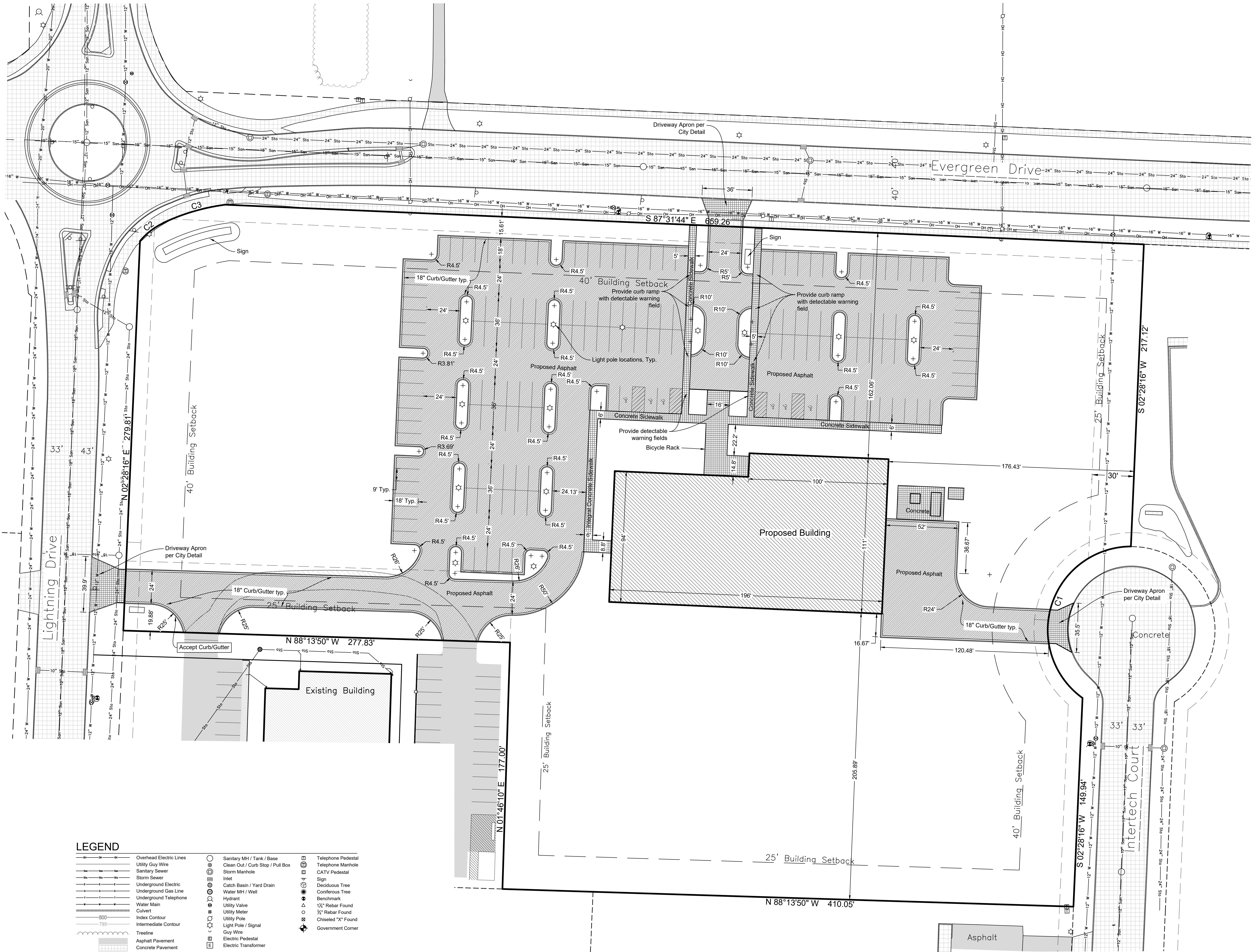
CLIENT  
LUTHER GROUP

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Sheet No.

C100



LEGEND

Overhead Electric Lines	Sanitary M/H / Tank / Base	Telephone Pedestal
Utility Guy Wire	Clean Out / Curb Stop / Pull Box	Telephone Manhole
Sanitary Sewer	Storm Manhole	CATV Pedestal
Storm Sewer	Inlet	Sign
Underground Electric	Catch Basin / Yard Drain	Deciduous Tree
Underground Gas Line	Water M/H / Well	Coniferous Tree
Underground Telephone	Hydrant	Benchmark
Water Main	Utility Valve	1/2" Rebar Found
Culvert	Utility Meter	3/4" Rebar Found
Index Contour	Utility Pole	Chiseled "X" Found
Intermediate Contour	Light Pole / Signal	Government Corner
750	Guy Wire	
Asphalt Pavement	Electric Pedestal	
Concrete Pavement	Electric Transformer	
Gravel		
Proposed Building		
Proposed Asphalt		
Proposed Concrete		
Proposed Gravel		

DAVEL ENGINEERING &  
ENVIRONMENTAL, INC.  
Civil Engineers and Land Surveyors  
1164 Province Terrace, Menasha, WI 54952  
Ph: 920-991-1866 Fax: 920-441-0804  
www.davel.pro  
Davel Project Number: 5924

6/29/2020 3:53 PM J:\Projects\5924\ut\dwg\Civil 3D\5924enr.dwg Printed by: tim



# MEMORANDUM

---

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

TO: Community and Economic Development Committee  
FROM: Nikki Gerhard, Community Development Specialist  
DATE: July 22, 2020  
RE: Approval of the 2020 Coordinated Entry Policies & Procedures Manual

---

Effective April 2, 2020, the City of Appleton became the Coordinated Entry Lead for the Fox Cities Housing Coalition. On April 1, 2020, Committee and Council approved the creation and addition of a Coordinated Entry Specialist, under the umbrella of the Community & Economic Development Department, which was filled on May 27, 2020. To ensure effective and efficient workflow with this role, staff created policies and procedures that outline Coordinated Entry in the Fox Cities.

The City of Appleton's vision for Coordinated Entry is a community response to ending homelessness that accounts for the diversity of needs of people experiencing homelessness, urgently responding to these needs with permanent housing solutions, and successfully incorporating housing, healthcare, and employment systems. This community response will ensure an accessible and navigable set of entry points, a universal assessment for all persons requesting assistance, and effective and appropriate connections to housing and services for all populations and subpopulations. The City of Appleton's Coordinated Entry System will include a data-driven approach to ensure that the system is able to measure and respond to current needs with a transparent framework of collaboration.

Coordinated Entry is a centralized and streamlined system for accessing housing and support services to end homelessness in a community and is required by the U.S. Department of Housing and Urban Development for all Continuums of Care (CoC), as stated in 24 CFR 578.7(a)(8) of the CoC Interim Rule. These processes help communities prioritize assistance based on vulnerability and severity of service needs to ensure that people who need assistance the most can receive it in a timely manner. Coordinated Entry also provides vital information to communities about service needs and gaps to help communities plan their assistance and identify needed resources. Utilizing a standard assessment tool and practices, the goal is for the system to ensure that households experiencing homelessness have equal and fair access to resources that will end their homelessness.

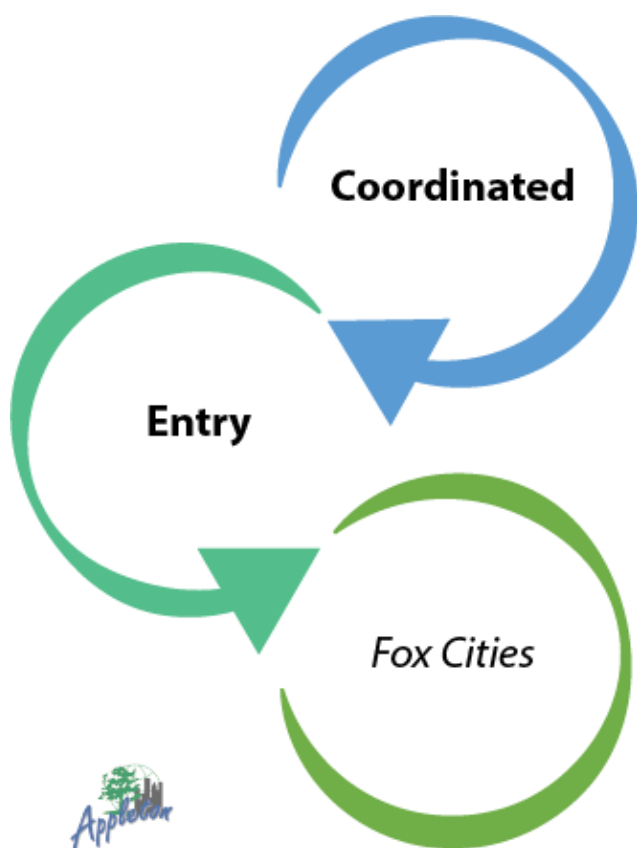
The Wisconsin Balance of State Continuum of Care (WIBOSCOC), the entity that oversees the Coordinated Entry systems across the State, has reviewed and approved of the policies and procedures as presented. Staff recommends approval of the Coordinated Entry Policies & Procedures Manual, as presented.

The following attachment is provided for this action item.

**Attached Document:**

- 1.) Coordinated Entry Policies & Procedures Manual

If you have any questions, please contact me at 832-6469 or [nikki.gerhard@appleton.org](mailto:nikki.gerhard@appleton.org). Thank you!



# City of Appleton

## Coordinated Entry System Policy & Procedure Manual



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



## Table of Contents

<b>Section 1</b>		
<b>Key Terms &amp; Definitions</b>	.....	4
<b>Section 2</b>		
<b>Overview of the Coordinated Entry System</b>	.....	9
City of Appleton's Community Vision	.....	9
What is Coordinated Entry	.....	9
Guiding Principles	.....	9
Grievance Policies	.....	15
Geographic Area	.....	16
Accessing the Coordinated Entry System	.....	16
Accessing Emergency Services	.....	17
Prevention Services	.....	18
Connection to Mainstream Resources	.....	18
<b>Section 3</b>		
<b>Fox Cities Coordinated Entry System</b>	.....	19
Coordinated Entry Lead	.....	19
Non-HMIS List Holder	.....	20
<b>Section 4</b>		
<b>The Coordinated Entry Process</b>	.....	21
Participant Consent & Pre-Screen	.....	21
Assessment	.....	21
Pre-Screen & Assessment of Domestic Violence	.....	23
Survivors		
Scoring	.....	24
Referral	.....	24
Follow-Up	.....	26
Prioritization	.....	26
Determining Eligibility	.....	28
Project Enrollment	.....	30
<b>Section 5</b>		
<b>Training</b>	.....	33
Initial Training	.....	33
HMIS-Specific Training	.....	33
<b>Section 6</b>		
<b>Evaluation of the Coordinated Entry System</b>	.....	34
HMIS Component	.....	34

**Section 7****Appendices**

Appendices	36
Fox Cities Housing Coalition After Hour Plan	A
WIBOSCOC Pre-Screen Form	B
Coordinated Entry Client Rights & Responsibilities	C
Wisconsin Service Point Release of Information	D
VI-SPDAT Assessment Tool	E
VI-F-SPDAT Assessment Tool	F
TAY-VI-SPDAT Assessment Tool	G
Institute for Community Alliances “How To” Guide	H
Homelessness Prevention Assessment Tool	I
Coordinated Entry Training List	J
WIBOSCOC No Wrong Door Flyer	K
Fox Cities Coordinated Entry Marketing Materials	L

## Section

# 1

## Key Terms & Definitions

Coordinated Entry System staff need to understand several concepts and terms as part of the operating Fox Cities Housing Coalition Coordinated Entry System. Terms used throughout this document are defined below.

**Access-** The engagement point for persons experiencing a housing crisis. Also refers to how a person enters the Coordinated Entry System.

**After Hours Plan-** Outlines the process for connecting people experiencing homelessness to emergency services and the Coordinated Entry System outside of the operating hours of participating agencies in the Fox Cities.

**Assessment-** Progressive gathering of information at various phases in the Coordinated Entry process, for different purposes, by one or more staff.

**Chronically Homeless-** An individual who:

- (i) Is homeless and lives in a place not meant for human habitation, a safe haven, or in an emergency shelter; and
- (ii) Has been homeless and living or residing in a place not meant for human habitation, a safe haven, or in an emergency shelter continuously for at least one year or on at least four separate occasions totaling 12 months or more in the last three years; and
- (iii) Can be diagnosed with one or more of the following conditions: substance use disorder, serious mental illness, developmental disability (as defined in section 102 of the Developmental Disabilities Assistance Bill of Rights Act of 2000 (42 U.S.C. 15002)), post-traumatic stress disorder, cognitive impairments resulting from brain injury, or chronic physical illness or disability.

An individual who has been residing in an institutional care facility, including a jail, substance abuse or mental health treatment facility, hospital, or other similar facility, for fewer than 90 days and met all of the criteria in paragraph (1) of this definition before entering that facility;

A family with an adult head of household (or if there is no adult in the family, a minor head of household) who meets all of the criteria in paragraph (1) of this definition, including a family whose composition has fluctuated while the head of household has been homeless. (24 CFR 578.3)

**Client Rights & Responsibilities-** A document provided to all persons accessing the Coordinated Entry System that outlines his/her rights as a participant in the Coordinated Entry System, as well as his/her responsibilities to maintain his/her placement on the Prioritization List.

**Coordinated Entry-** An approach to coordination and management of a crisis response system's resources that allows users to make consistent decisions from available information to efficiently and effectively connect people to interventions that will rapidly end their homelessness.

**Crisis Response System-** All of the services and housing available to persons who are at imminent risk of experiencing literal homelessness and those who are homeless.

**Department of Housing and Urban Development (HUD)-** The Federal agency that oversees the CoC and ESG programs. HUD is the principal Federal agency responsible for programs concerned with the nation's housing needs, fair housing opportunities, and improvement and development of the nation's communities.

**Department of Energy, Housing, and Community Resources (DEHCR)-** The recipient of ESG funds from HUD and administrator of several supportive housing program funds.

**Emergency Services-** Services typically accessed by a person experiencing a housing crisis, including but not limited to: homeless prevention assistance, domestic violence and emergency services hotlines, drop-in service programs, domestic violence shelters, emergency shelters, and motel voucher programs, and other short-term crisis residential programs.

**Emergency Shelter-** A place for people to live temporarily when they cannot live in their previous residence. This includes programs that provide motel vouchers to persons experiencing homelessness. Emergency shelters assist persons experiencing homelessness in regaining permanent housing.

**Emergency Solutions Grant (ESG)-** A Federal grant program that funds street outreach, homelessness prevention, emergency shelter, and rapid re-housing activities.

**EHH-** The combined grant programs of the Emergency Solutions Grant, State of Wisconsin Housing programs, and Homeless Prevention Program.

**Fleeing Domestic Abuse or Violence (HUD Homeless Definition, Category 4)-** Any individual or family who: (i) is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, trafficking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family members, including a child, that has either taken place within the individual's or family's primary nighttime residence or has made the individual or family afraid to return to their primary nighttime residence; (ii) has no other residence; and (iii) lacks the resources or support networks to obtain other permanent housing (24 CFR 587.3)

**Homeless Management Information System (HMIS)-** The information system designated by the Wisconsin Balance of State Continuum of Care (WIBOSCOC) to

comply with the HMIS requirements prescribed by HUD. The HMIS used in Wisconsin is Service Point.

**Homeless System-** All of the services and housing available to persons who are literally homeless.

**Household-** Covers any configuration of persons in crisis, whatever their age or number (adults, youth, or children; singles, couples or multiple adults; with or without children).

**HMIS Lead-** The entity designated by the Fox Cities Housing Coalition to operate the Continuum's HMIS on its behalf. The City of Appleton is the HMIS Lead for the Fox Cities.

**Housing Interventions-** Housing programs and subsidies; these include transitional housing, rapid re-housing, and permanent supportive housing programs, as well as permanent housing subsidy programs (e.g. Housing Choice Vouchers).

**Imminently at Risk of Homelessness (HUD Homeless Definition, Category 2)-** Any individual or family who will imminently lose their primary nighttime residence, provided that: (i) the primary nighttime residence will be lost within 14 days of the date of application for homeless assistance, (ii) no subsequent residence has been identified; and (iii) the individual or family lacks the resources or support networks needed to obtain other permanent housing (24 CFR 587.3).

**Literally Homeless (HUD Homeless Definition, Category 1)-** An individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:

- (i) An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground;
- (ii) An individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state, or local government programs for low-income individuals); or
- (iii) An individual who is exiting an institution where he or she resided for 90 days or less, and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution (24 CFR 578.3).

**Local Coordinated Entry Lead-** The person chosen by the Fox Cities Housing Coalition to serve as the point of contact.

**Local Coordinated Entry System-** A geographic area represented by one or more local homeless coalitions that implements the WIBOSCOC Coordinated Entry System.

**Non-HMIS List-** A Prioritization List powered by Google Docs that uses anonymous, unique identifiers in order to accommodate domestic violence survivors and other households that do not consent to sharing their information in HMIS.

**Non-HMIS List Holder-** The person designated by the Fox Cities Housing Coalition to manage the Non-HMIS Prioritization List.

**No Wrong Door-** An approach to Coordinated Entry that ensures people experiencing homelessness can access services regardless of how they enter the Coordinated Entry System.

**Person or Persons-** Someone who access the Coordinated Entry System.

**Personally Identifiable Information-** Any information about an individual, maintained by an agency, which can be used to distinguish, trace, or identify an individual's identity, including personal information which is linked or linkable to an individual.

**Pre-Screen Form-** a WIBOSCOB-approved document that is completed at the beginning of the Coordinated Entry process that gathers the minimum information needed to make a referral to the Prioritization List.

**Prevention Services-** Financial assistance and supportive services designed to prevent homelessness for an otherwise housed household.

**Prioritization-** Ensures that those persons with the greatest need and vulnerability receive the supports they need to resolve their housing crisis.

**Program Standards-** A set of expectations for a project type, based on HUD guidance and best practices, and approved by the WIBOSCOB Board of Directors, that CoC-funded and EHH-funded agencies are required to follow.

**Project-** Housing and/or supportive services intended to help people exit homelessness.

**Provider-** Organizations that serve program participants in projects funded by CoC program or ESG program grants. This includes recipients and subrecipients.

**Rapid Re-Housing-** A housing intervention designed to help individuals and families quickly exit homelessness and return to permanent housing.

**Permanent Supportive Housing-** A housing intervention that combines housing assistance with voluntary support services to address the needs of chronically homeless people.



**Street Outreach-** A project type that meets people experiencing homelessness where they live and provides supportive services, advocacy, and access to emergency services and housing options.

**Transitional Housing-** A time-limited housing intervention that combines housing assistance with support services to address the needs of people experiencing homelessness.

**VI-SPDAT, VI-F-SPDAT, TAY-VI-SPDAT-** Vulnerability Index-Service Prioritization Decision Assistance Tool; Vulnerability Index-Service Prioritization Decision Assistance Tool for Families; and Transition-Age Youth Vulnerability Index-Service Prioritization Decision Assistance Tool are the standardized assessment tools used in the Coordinated Entry System. The VI-SPDAT series is a set of triage tools that are designed to be used by all providers within the Coordinated Entry System to quickly assess the health and social needs of people experiencing homelessness and match them with the most appropriate support and housing interventions that are available.

**Wisconsin Balance of State Continuum of Care (WIBOSCOC)-** A statewide coalition comprised of 21 local homeless coalitions, representing 69 counties throughout the state of Wisconsin that ensures, promotes, and provides funding to community-wide commitments to the goal of ending homelessness.

## Section



# Overview of the Coordinated Entry System

## City of Appleton's Community Vision

The City of Appleton is dedicated to meeting the needs of the community and enhancing the quality of life. The City of Appleton's vision for Coordinated Entry is a community response to ending homelessness that accounts for the diversity of needs of people experiencing homelessness, urgently responding to these needs with permanent housing solutions, and successfully incorporating housing, healthcare, and employment systems. This community response will ensure an accessible and navigable set of entry points; a universal assessment for all persons requesting assistance; and effective and appropriate connections to housing and services for all populations and subpopulations. The City of Appleton's Coordinated Entry System will include a data-driven approach to ensure that the system is able to measure and respond to current needs with a transparent framework of collaboration.

## What is Coordinated Entry

Coordinated Entry is a centralized and streamlined system for accessing housing and support services to end homelessness in a community, and is required by the U.S. Department of Housing and Urban Development for all Continuums of Care (CoC), as stated in 24 CFR 578.7(a)(8) of the CoC Interim Rule. <sup>1</sup> "HUD's primary goals for Coordinated Entry Processes are that assistance be allocated as effectively as possible and that it be easily accessible no matter where or how people present." Such a system incorporates a community-wide Housing First approach to all programs and prioritizes resources for those with the most complex needs.

Coordinated Entry processes help communities prioritize assistance based on vulnerability and severity of service needs to ensure that people who need assistance the most can receive it in a timely manner. Coordinated Entry also provides vital information to communities about service needs and gaps to help communities plan their assistance and identify needed resources. <sup>2</sup>Utilizing a standard assessment tool and practices, the goal is for the System to ensure that households experiencing homelessness have equal and fair access to resources that will end their homelessness.

## Guiding Principles

The following principles are present throughout the Fox Cities Coordinated Entry Process.

### Nondiscrimination

All programs receiving Federal and State funds will comply with applicable civil rights and fair housing laws and requirements, and recipients and subrecipients of CoC

<sup>1</sup> The Department of Housing and Urban Development, Coordinated Entry Policy Brief (2015)

<sup>2</sup> The Department of Housing and Urban Development, Coordinated Entry Policy Brief (2015)

Program and ESG Program-funded projects must comply with the nondiscrimination and equal opportunity provisions of Federal civil rights laws.

*Fair Housing Act-* Prohibits discriminatory housing practices based on race, color, religion, sex, national origin, disability, or familial status;

*Section 504 of the Rehabilitation Act-* Prohibits discrimination on the basis of disability under any program or activity receiving Federal financial assistance;

*Title VI of the Civil Rights Act-* Prohibits discrimination on the basis of race, color, or national origin under any program or activity receiving Federal financial assistance.

*Title II of the Americans with Disabilities Act-* Prohibits public entities, which includes state and local governments, and special purpose districts, from discriminating against individuals with disabilities in all their services, programs, and activities, which include housing, and housing-related services such as housing search and referral assistance. Title III of the Americans with Disabilities Act prohibits private entities that own, lease, and operate places of public accommodation, which include shelters, social service establishments, and other public accommodations providing housing, from discriminating on the basis of disability; and

*HUD's Equal Access Rule-* Prohibits discriminatory eligibility determinations in HUD-assisted or HUD-insured housing programs based on actual or perceived sexual orientation, gender identity, or marital status, including any projects funded by the CoC Program or ESG Program. The CoC Program interim rule also contains fair housing provisions at 24 CFR 578.93, as does ESG at 24 CFR 576.407(a) and (b).

### **Affirmative Marketing and Outreach**

The Coordinated Entry System and services available within it will be affirmatively marketed to “eligible persons regardless of color, race, national origin, religion, sex, age, familial status, or disability, who are least likely to apply in the absence of special outreach, and will maintain records of those marketing activities. Housing assisted by HUD and made available through the CoC must also be made available to individuals and families without regard to actual or perceived sexual orientation, gender identity, or marital status in accordance with 24 CFR 2.105(a)(2).”<sup>3</sup>

### **Accessibility**

The City of Appleton is required to take the following steps to ensure effective communication with, and Coordinated Entry System accessibility by, individuals with disabilities:

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<sup>3</sup> HUD CPD Notice 17-01: Notice Establishing Additional Requirements for a Continuum of Care Centralized or Coordinated Assessment System, January 23, 2017.

- Advertising must be accessible by using large font, audio, and Braille;
- Including auxiliary aids and services necessary to ensure effective communication within Coordinated Entry materials, ensuring that information is provided in appropriate accessible formats as needed;
- Making available access points to individuals with disabilities, including accessible physical locations for individuals who use wheelchairs, as well as people in the Fox Cities Housing Coalition who are least likely to access homeless assistance.

The City of Appleton is required to take the following steps to ensure effective communication with, and Coordinated Entry System accessibility by, persons with Limited English Proficiency (LEP):

- The City must evaluate the extent of its obligation to provide LEP services in the community by using the following four-step process:
  - 1) The number or proportion of LEP persons served or encountered in the eligible service area;
  - 2) The frequency with which LEP individuals come in contact with the program;
  - 3) The nature and importance of the program, activity, or service provided by the program;
  - 4) The resources available and costs.
- After the four questions above have been answered and evaluated, the City of Appleton must determine and select which language services are appropriate for the needs of the community and the population served. Typical language services include, but are not limited to: oral language services through interpretive services, bilingual staff, telephone interpreter lines, and written language services through document translation.

### **Low Barrier**

The Coordinated Entry System prohibits the “screening out” of clients “due to perceived barriers relating to housing or services, including but not limited to: too little or no income, active or a history of substance use, domestic violence history, resistance to receiving services, the type or extent of disability-related services or supports that are needed, history of evictions or poor credit, lease violations or history of not being a leaseholder, or criminal records- with exceptions for state and local restrictions that prevent projects from serving people with certain convictions.”<sup>4</sup>

### **Client Choice**

Clients are provided with information about the Fox Cities Coordinated Entry System, including which programs are available, so that they may make an informed decision regarding in which programs they wish to participate, if any. Clients are also free to

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<sup>4</sup> HUD CPD Notice 17-01: Notice Establishing Additional Requirements for a Continuum of Care Centralized or Coordinated Assessment System, published January 23, 2017.

decide what information they provide during the assessment process, and clients may not be denied services if the client refuses to provide certain pieces of information unless the information is required to establish or document program eligibility for the applicable project.

### **Collaboration**

Coordinated Entry is a system-wide process, and therefore all providers within the Fox Cities network must collaborate to ensure the system functions smoothly and effectively. The use of weekly case conferencing meetings is intended to facilitate regular, in-person collaboration to the greatest extent possible. To have the most effective Coordinated Entry, the City of Appleton recognizes that partnerships from across sectors will help the Fox Cities to best provide services for all persons who are experiencing or at-risk of homelessness, and invite non-HUD funded programs and agencies to participate in the Homeless System Coordinated Entry process.

### **Data**

A key function of Coordinated Entry is the collection of data regarding each client's housing crisis and needs in order to provide clients with the most appropriate housing interventions available. The data gathered is also utilized to reveal gaps in services and inform funding decisions. Clients may not be denied services if they refuse to allow their personally identifying information to be shared unless required by local, state, or federal statute as a condition of program participation.

### **Housing First**

The Fox Cities Coordinated Entry System is based upon a Housing First approach. Providers mandated to participate in Coordinated Entry agree to prioritize housing placement over supportive services. All providers who participate in Fox Cities Coordinated Entry System, either voluntary or mandated, are required to follow the Housing First approach.

### **Prioritization**

Coordinated Entry will ensure that those clients with the highest needs are provided with services first. A uniform assessment process is utilized for all clients experiencing housing crises to ensure needs-based access to housing interventions. Prioritization may not be based on any of the following: race, color, religion, national origin, sex, age, familial status, disability, type or amount of disability or disability-related services or supports required, actual or perceived sexual orientation, gender identity, or marital status.”<sup>5</sup>

### **Privacy Protections**

The City of Appleton Coordinated Entry Specialist will only gather information that is deemed necessary to provide quality services, and assessments will not require the disclosure of specific disabilities or diagnoses unless otherwise required in order to determine eligibility.

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<sup>5</sup> HUD Notice CPD 17-01. While the factors may not be used to prioritize, they may be used as eligibility criteria unless otherwise prohibited by Federal, State, or local civil rights laws.

Clients will be notified of their HMIS-related privacy rights in accordance with the notification requirements included in the HMIS Policies and Procedures manuals of the Wisconsin Balance of State Continuum of Care (WIBOSCOC). The Coordinated Entry Specialist will access client information only as necessary to provide services and referrals. No identifiable client information will be released to any individual, agency, organization, or government entity unless written consent is obtained from the client or is otherwise required by law. The Coordinated Entry Specialist, and all Coordinated Entry-participating staff, will adhere to the following privacy protocols:

- Participant consent will be obtained in order to share and store information for the purposes of assessing and referring through the Coordinated Entry process. Verbal or written consent is obtained through the Pre-Screen Form, the Case Conference Release of Information, the WI Service Point Release of Information, and prior to administering the VI-SPDAT/VI-F-SPDAT/TAY-VI-SPDAT.
- Records containing personally identifying information must be kept secure and confidential.
- Participants must be informed of the ability to file a nondiscrimination complaint.

### **Data Security Protections**

The Fox Cities Housing Coalition Coordinated Entry System uses both HMIS and non-HMIS databases to operate its referral process.

#### *HMIS Data Security Protections*

HMIS is an internet-based database that is used by homeless service organizations across Wisconsin to record and store client-level information about the numbers, characteristics and needs of homeless persons and those at-risk of homelessness. The decision to use WI HMIS as the primary tool for Coordinated Entry was approved and required by the WIBOSCOC.

Along with the Coordinated Entry Policy and Procedure Manual, there are several other documents relating specifically to HMIS that must be adhered to when using HMIS for Coordinated Entry. These include:

- The WIBOSCOC Governance Charter;
- Agency Partnership Agreements;
- WISP User Agreements
- HMIS Policies and Procedures manual

Data security and privacy extends to staff who may not have an HMIS license, as well. It is the responsibility of the Coordinated Entry Specialist, and other staff with an HMIS license, to protect the data coming out of the system, including the Prioritization Lists.<sup>6</sup>

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<sup>6</sup> Institute for Community Alliances HMIS Policies and Procedures Manual regarding the protection of client data and Personally Identifiable Information.



### *Non-HMIS Data Security Protections*

To accommodate domestic violence survivors and other households that do not consent to sharing their information in HMIS, Coordinated Entry referrals will be made to the Non-HMIS Prioritization List. This List is a Google Doc that has two parts- a link to refer a person, and the Prioritization List for the Fox Cities Housing Coalition. Any agency staff person that has signed the staff agreement and completed the required Coordinated Entry trainings can receive this link to the referral survey. The questions on the survey mirror the questions asked in HMIS, but the staff person is able to choose a unique identifier for the individual or family, thus ensuring the Non-HMIS List contains no names. Once the survey is complete, the referral is generated in the Non-HMIS Prioritization List.

The Non-HMIS List is only accessible to the WIBOSCOC Director and other entities as designated by the WIBOSCOC Board of Directors, and the City of Appleton's Coordinated Entry Specialist, who serves as the Non-HMIS List Holder for the Fox Cities. The Coordinated Entry Specialist is responsible for giving the non-HMIS survey link to the participating agency staff after training requirements have been successfully completed; the List holder is not allowed to share this link with anyone else. The City's Community Development Specialist is designated as the back-up List Holder, who can access the Non-HMIS List when the primary List Holder is unavailable for long periods of time. The back-up List Holder can only access the Non-HMIS List when the List Holder is unavailable.

When a housing provider has a program opening, the Coordinated Entry Specialist will identify the highest-prioritized individual or family for the program on the HMIS Prioritization List. The Coordinated Entry Specialist, being the Non-HMIS List Holder, will determine if there is an individual or family that is prioritized higher than the individual or family in HMIS. If the Non-HMIS List individual or family is highest prioritized, the Non-HMIS List Holder will contact the referring agency to inform them of a program opening. The referring agency will have the individual or family sign a Release of Information to share information with the housing provider in order to facilitate the move to permanent housing.

### **Safety Planning**

When the Coordinated Entry Specialist, or other City of Appleton staff- a non-victim service provider- is providing services to an individual or family fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, human trafficking, or other life-threatening situation, they will follow the safety protections in the Violence Against Women Act (VAWA) and HUD Protections Against Survivors of Violence (16-159). The Coordinated Entry Specialist will give the safety and confidentiality rights of the survivor the highest priority and will ensure the survivor's individual autonomy, self-determination, and safety are respected.

When the Coordinated Entry Specialist is responding to a victim of domestic or sexual violence, s/he will provide a private space for data collection and referral to the Non-HMIS Prioritization List, if requested. Should a victim of violence choose to seek shelter

with a program that does not provide victim-specific services, they cannot be discriminated against due to the violence and must be offered the same confidentiality of services through victim service providers, including but not limited to: data collection, privacy, and sharing.

Fox Cities Housing Coalition housing providers have emergency transfer plans in place to allow for a survivor to move immediately to a safe and available unit if the survivor fears for their life and safety. Such plans allow a survivor to self-certify their need for the transfer, do not require the survivor to undergo an application process as a new tenant, and allow the survivor to determine what a safe unit is for purposes of the transfer.

Non-victim service providers consult and collaborate with domestic violence service providers and familiarize themselves with safety planning resources available in the community. This list is updated at least annually.

## **Grievance Policies**

### **Participant Grievances**

This policy refers to participant grievances regarding the City of Appleton's Coordinated Entry System only. If a participant has a grievance regarding the City of Appleton or the Coordinated Entry Specialist, they should follow that this grievance procedure.

The Coordinated Entry Specialist should address any complaints by participants as best they can in the moment. Ideally, the person and the Coordinated Entry Specialist will try to work out the problem directly as a first step in the process. If this does not resolve the issue, the person may begin the grievance procedure.

The person has the right to be assisted by an advocate of his/her choice at each step of the grievance process. The person has the right to withdraw his/her grievance at any time. Any grievance paperwork filed by a participant should note his/her name and contact information so the Coordinated Entry Specialist can contact him/her to discuss the issues.

There are two levels of review available for each grievance:

#### **Level 1**

The first person to review the grievance is the Coordinated Entry Specialist. The person with the grievance should contact the Coordinated Entry Specialist with a written statement describing the alleged violation of the Coordinated Entry System policies and procedures, and any actions taken on behalf of the person or the City of Appleton to resolve the issue. Once the Coordinated Entry Specialist has gathered relevant information about the situation, s/he will decide if the grievance is valid and determine what, if any, action needs to be taken, and prepare a response to the grievance.

If both the person and the City of Appleton agree, the process ends and the resolution is implemented.

If the person or the City of Appleton disagrees, the grievance moves to the next level.

### Level 2

The Fox Cities Housing Coalition President reviews the grievance if there is dissatisfaction with the Coordinated Entry Specialist's resolution. The FCHC President may designate other members or other entities to review the situation. After gathering relevant information, the President or designated members or entities will inform the person and provide what will happen to resolve the grievance. This is the final step in the process and the decision of the Fox Cities Housing Coalition is final.

### **Provider Grievances**

It is the responsibility of all boards, staff, and volunteers of CoC-funded and EHH-funded projects to comply with the rules and regulations of the Coordinated Entry System. Anyone filing a complaint concerning a violation or suspected violation of the policies and procedures must be acting in good faith and have reasonable grounds for believing an agency is violating the Coordinated Entry System policies and procedures.

To file a grievance regarding the actions of any agency, contact the Coordinated Entry Specialist with a written statement describing the alleged violation of the Coordinated Entry System policies and procedures, and the steps taken to resolve the issue. The Coordinated Entry Lead will contact the agency in question to request a response to the grievance. Once the Coordinated Entry Lead has received all documentation, s/he will decide if the grievance is valid and determine if further action needs to be taken. If the individual or agency filing the grievance, or the agency against whom the grievance is filed, is not satisfied with the determination they may file an appeal with the Fox Cities Housing Coalition President. This must be done by providing a written statement regarding the reasons for the appeal. The FCHC President will bring the matter to the Executive Committee for discussion and final decision.

### **Geographic Area**

The Fox Cities Housing Coalition covers three counties, Outagamie, northern Calumet, and northern Winnebago. This geographic area includes urban, suburban areas. The FCHC is responsible for carrying out the Wisconsin Balance of State Continuum of Care Coordinated Entry System at the local level. The City of Appleton's Coordinated Entry Specialist serves as the Coordinated Entry Lead for the Fox Cities Housing Coalition.

### **Accessing the Coordinated Entry System**

Access to the Coordinated Entry System follows a "No Wrong Door" approach. The principles of this approach are:

- All people experiencing homelessness can access the Coordinated Entry System regardless of which participating agency they initially contact;
- Each participating agency will use the same assessment tools and use the same assessment approach;

- Staff of participating agencies will connect persons experiencing homelessness to the Coordinated Entry System and provide appropriate referrals to emergency services, even if that service is not available at their agency;
- Participating providers have a responsibility to respond to the range of service needs pertaining to homelessness and housing, and the Coordinated Entry Specialist will act as the primary contact for persons who apply for assistance through projects, until another provider assumes that role;
- People will have equal access to information about the housing assistance for which they are eligible in order to assist them in making informed choices about available services that best meet their needs.

Participating housing providers will work collaboratively to achieve responsive and streamlined access to services, and cooperate to use available resources to achieve the best possible housing outcomes for people, particularly for those with high, complex, or urgent needs.

### **Street Outreach**

All CoC-funded and EHH-funded Street Outreach projects must participate in the Fox Cities Coordinated Entry System. Street Outreach staff must ensure persons living in unsheltered locations are offered access to the Coordinated Entry system through the same process as persons who have contact with site-based programs. Fox Cities Street Outreach projects will refer all willing persons to the City's Coordinated Entry Specialist, who will act as an access point for Coordinated Entry (i.e. conducting assessments and referring to the Prioritization List).

### **Accessing Emergency Services**

Access to emergency services, such as domestic violence and emergency services hotlines, drop-in service programs, emergency shelters, and motel voucher programs, or other short-term crisis residential programs, is not prioritized through the Coordinated Entry System. All persons in need of emergency services should be connected to those services as requested.

### **After Hours Plan**

The Fox Cities Housing Coalition maintains an After Hours Plan that outlines the process for connecting people experiencing homelessness to emergency services and the Coordinated Entry System. This After Hours Plan covers the entire geographic area of the Fox Cities Housing Coalition, including Outagamie County, northern Winnebago County, and northern Calumet County.

The After Hours Plan is a collaboration of emergency service providers and crisis response systems, including emergency shelters, law enforcement, school districts, transit systems, healthcare providers, correctional institutions, and local motels. The Fox Cities After Hours Plan is updated annually and submitted to the Wisconsin Balance of State Continuum of Care (WIBOSCOC). Reference Appendix A for the current version of the Plan.

## **Prevention Services**

Fox Cities Housing Coalition agencies that receive EHH funds for Homeless Prevention programming are required to participate in Coordinated Entry.<sup>7</sup> Agencies that have Homeless Prevention projects that are not EHH-funded are encouraged to use the Coordinated Entry System to prioritize their prevention funding. Section four outlines the process for assessment and eligibility for homelessness prevention services.

## **Connection to Mainstream Resources**

The City of Appleton's Coordinated Entry Specialist is required to provide referrals and assist with access to mainstream resources, health insurance, and community-based emergency assistance services. The Coordinated Entry Specialist should be aware of all mainstream benefits available in the Fox Cities in order to make appropriate referrals.

The City's Coordinated Entry Specialist encourages providers of mainstream resources to become access points for the Coordinated Entry System.

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<sup>7</sup> HUD Notice CPD 17-01

**Section****3****Fox Cities Coordinated Entry System**

The Fox Cities Coordinated Entry System covers the same geographic footprint as the Fox Cities Housing Coalition, which includes Outagamie County, northern Winnebago County, and northern Calumet County.

**Coordinated Entry Lead**

The Fox Cities Housing Coalition has chosen, through a majority vote of the membership, the City of Appleton's Coordinated Entry Specialist to serve as the point of contact for the WIBOSCOC Board of Directors, the CoC Director, and other entities as designated by the Board of Directors. The Coordinated Entry Specialist will serve as the conduit of information between the WIBOSCOC and the participating agencies in the Fox Cities Housing Coalition.

**Expectations of the Coordinated Entry Lead**

Duties include, but are not limited to:

1. Serves as the Coordinated Entry expert in the Fox Cities;
2. Ensures a consistent and accurate flow of information between the WIBOSCOC Board of Directors, or other designated entity, and the Fox Cities Housing Coalition;
3. Reports out of HMIS;
4. Ensures all participating agency staff within the FCHC have completed the required [annual] trainings;
5. Attends all Coordinated Entry and Coordinated Entry Lead trainings;
6. Provides updates on Coordinated Entry System updates, changes, etc. to the FCHC;
7. Serves as the Non-HMIS List Holder;
8. Maintains copies of all Agency Agreements and Staff Agreements for the FCHC;
9. Updates the WIBOSCOC training spreadsheet for participating agencies in the FCHC;
10. Ensures participating staff and agencies are in compliance with WIBOSCOC Coordinated Entry System policies and procedures;
11. Ensures marketing and outreach activities are occurring within the FCHC, as required by WIBOSCOC policy;
12. Ensures the FCHC has established an After Hour Plan for access emergency services, and reviews this Plan at least annually;
13. Complies with all HMIS policies and procedures.

The Coordinated Entry Specialist is able to change data and run reports for other HMIS-using agencies under a MOU between the City of Appleton and Coordinated Entry-participating agencies. These MOU's are updated annually, and copies are forwarded to the WIBOSCOC.



## **Non-HMIS List Holder**

The Fox Cities Housing Coalition has chosen, through a majority vote of the membership, the City of Appleton's Coordinated Entry Specialist to serve as the Non-HMIS List Holder to manage the Non-HMIS Prioritization List.

### **Expectations of the Non-HMIS List Holder**

Duties include, but are not limited to:

1. Maintains the Non-HMIS List in Google Docs, including troubleshooting problems, identifying and communicating issues and concerns with the Google Form and Non-HMIS Prioritization List;
2. Provides the highest prioritized person's unique identifier, prioritization information (VI-SPDAT score, length of time homeless, chronic homeless status), and the referring agency contact information upon request from a housing project;
3. Responds to requests from participating agencies and staff in a timely manner;
4. Attends all Coordinated Entry and List Holder trainings;

The Coordinated Entry Specialist cannot provide access to the Non-HMIS List to other agencies, projects, or staff. S/he cannot download the Non-HMIS List to share, or email information about the individuals/ families on the List.

**Section****4****The Coordinated Entry Process**

The Coordinated Entry process can be divided into two phases: placing persons on the Fox Cities' Prioritization List and removing persons from the Prioritization List. Within these phases, there are several elements.

The Pre-Screen forms, assessment, and referral occur prior to placing people on the Prioritization List; follow-Ups occur while people are on the Prioritization List; and determining eligibility and program enrollment occur to remove people from the Prioritization List.

**Participant Consent and Pre-Screen**

When an individual or family contacts the Coordinated Entry Specialist for housing assistance, or an individual or family is referred, several documents are completed. First, a Pre-Screen Form is completed to gather sufficient information to determine if referral to the Prioritization List is appropriate (e.g. person or persons are homeless and unable to secure housing on their own). The Pre-Screen Form gathers the minimum information needed to make a referral to the Prioritization List. At the bottom the second page of the form is a short statement seeking to obtain the person's consent to share information for the purposes of referral. This form can be completed in-person or verbally (Appendix B).

If the individual or family is appropriate to refer to the Prioritization List, the Coordinated Entry Specialist must review the Coordinated Entry Client Rights and Responsibilities with the person(s), and obtain written or verbal confirmation of his/her understanding of these rights and responsibilities (Appendix C).

The Coordinated Entry Specialist asks the person(s) if they would like to be referred to the HMIS or Non-HMIS Prioritization List. If the person chooses to be referred to the HMIS Prioritization List, the Coordinated Entry Specialist will review the WI Service Point Release of Information and obtain written or verbal consent to share data in HMIS (Appendix D). If the person chooses to be referred to the Non-HMIS Prioritization List, no additional Release of Information is necessary.

If the person(s) declines a referral to either Prioritization List, this must be noted on the Pre-Screen Form and kept on file. The Coordinated Entry Specialist must inform the person(s) of their right to ask to be referred to the Prioritization List in the future.

The Coordinated Entry Specialist uploads the Pre-Screen Form, Client Rights and Responsibilities, and WI Service Point Release of Information into HMIS.

**Assessment**

The WIBOSCOC, and subsequently the FCHC, uses different assessment tools for single adults, adults with children, and unaccompanied youth (see below). The WIBOSCOC, and subsequently the FCHC, uses a different referral process for

households fleeing or attempting to flee domestic violence (Non-HMIS Prioritization List).

The Coordinated Entry Specialist is trained in using a trauma-informed approach to conducting assessments to reduce the risk of re-traumatization. The assessment space and manner of conducting the assessment utilized provide privacy, allowing people to safely reveal sensitive information and safety issues.

### **Standardized Assessment Tool**

The Coordinated Entry System utilizes three tools for the purposes of prioritizing individuals and families for housing services. These tools are:

- Vulnerability Index-Service Prioritization Decision Assistance Tool (VI-SPDAT) (Appendix E)- This tool is used for single adults and households without children under the age of 18.
- Family Vulnerability Index-Service Prioritization Decision Assistance Tool (VI-F-SPDAT) (Appendix F)- This tool is used for households with at least one adult and one child under the age of 18.
- Transition-Age Youth Vulnerability Index-Service Prioritization Decision Assistance Tool (TAY-VI-SPDAT) (Appendix G)- This tool is used for youth aged 24 years and younger.

The VI-SPDAT series was created through a collaboration between OrgCode Consulting, creators of the SPDAT, and Community Solutions, creators of the Vulnerability Index. It is a brief survey that quickly assesses the health and social needs of persons experiencing homelessness. It assists in matching people with the most appropriate support and housing interventions that are available in the community.

The VI-SPDAT is designed and structured to only use self-report. The person being surveyed should be able to complete it with anyone, not just the staff or agency that knows his/her case history or has other information from other circumstances or sources.

### **Opening Script**

The Coordinated Entry Specialist and City staff persons completing a VI-SPDAT must use the same introductory script.

*My name is [interviewer name] and I work for [organization name]. I have a short survey that I would like to complete with you. The answers will help us determine how we can best go about supporting you and helping you with housing. Most questions only require a yes or no. Some questions require a one-word answer. Some of the questions are personal in nature, but you can choose to skip or refuse to answer any question.*

*For HMIS Prioritization List: The information collected will go into a database called Wisconsin Service Point. This is a secure, web-based database that is utilized by homeless providers in Wisconsin.*

*For Non-HMIS Prioritization List: The information collected will result in a number that will be entered into an anonymous Prioritization List, along with a unique identifier that only our agency knows. Your specific answers will not be saved in this List.*

*If you do not understand a question, let me know and I will be happy to clarify. If it seems to me that you don't understand a question I will also do my best to explain it to you without you needing to ask for clarification.*

*Finally, it is important that you are honest with your answers. You do not need to embellish or keep information from me in order to get a program. This survey is just one factor we use in figuring out how to best support you. So please answer honestly as you feel comfortable doing.*

Whether the VI-SPDAT is first conducted on paper or directly inputted within HMIS, all VI-SPDAT assessments are recorded in either the HMIS Prioritization List or the Non-HMIS Prioritization List within two business days of when the information was first collected.

If the individual/family is not prioritized for any interventions, the Coordinated Entry Specialist will explain to the household why they will not be referred to the Prioritization Lists. The Coordinated Entry Specialist will refer the household to other supports/services that are available, such as emergency shelter, mainstream resources, or help connect him/her with family or friends. The Coordinated Entry Specialist will inform the person(s) that they should contact a Coordinated Entry provider if their circumstances change in order to be re-assessed. The Coordinated Entry process ends for the person(s) at this point.

## **Pre-Screen and Assessment of Domestic Violence Survivors**

Domestic violence service providers can choose to conduct the Pre-Screen and Assessment processes for those accessing the Coordinated Entry system through their agency, or refer to the City of Appleton for these activities.

## **Scoring**

If the VI-SPDAT is completed in HMIS, the score will automatically be calculated. If the VI-SPDAT is completed on paper to be entered into the Non-HMIS Prioritization List, the Coordinated Entry Specialist will have to calculate the score. The method for calculating the score is written into the VI-SPDAT itself. Directions for scoring can also be found on [OrgCodes](#) website.

VI-SPDAT scores are only one factor used to identify which people will be referred to specific housing interventions. Other factors include length of time homeless, presence of disabling condition, and chronic homelessness.

## Referral

The Fox Cities Coordinated Entry System ensures that potential program participants are referred to all of the available resources for which they are prioritized and eligible. The Coordinated Entry System utilizes the written program standards and Orders of Priority established by the WIBOSCOC Board of Directors.

A referral to the Fox Cities' Prioritization List can be done in one of two ways- through HMIS or through the Non-HMIS Referral form. Both methods result in a household being placed on a prioritization list for housing projects. Both methods require the collection of certain information for appropriate prioritization to occur.

### HMIS Prioritization List

The Institute for Community Alliances has created a "How To" Guide called, Wisconsin Balance of State CoC Coordinated Entry and Referral Process (Appendix H). This [Guide](#) provides instructions for completing the VI-SPDAT in HMIS, adding individuals and households to the prioritization List in HMIS, updating referrals, viewing the Prioritization List, cancelling referrals, and returning someone to the Priority List. The City of Appleton Coordinated Entry Specialist defers to this guide for processes related to the Prioritization List activities.

### Non-HMIS Prioritization List

The Fox Cities Housing Coalition has its own link for the Non-HMIS Referral Form, a Google Form. This link can be used by anyone that wants to refer households to the Non-HMIS List, but only after the staff have completed the appropriate training. The link to the Non-HMIS Referral Form will be provided by the Coordinated Entry Specialist (the Non-HMIS Prioritization List Holder) once the staff person has satisfactorily completed the required training(s).

### Multiple Referrals

Persons accessing the Coordinated Entry System can be referred to multiple Prioritization Lists throughout the WIBOSCOC. If a person or persons want to be referred to more than one Prioritization List, it is the responsibility of the Coordinated Entry Specialist to make those referrals.

If a person or persons has accepted a housing intervention with a specific housing project, it is the Coordinated Entry Specialist's responsibility to take the person off all Prioritization lists. The Coordinated Entry Specialist should have access to see what referrals to priority lists have been made in HMIS by looking on the Service Transactions tab under Referrals. The housing provider will accept the referral off all lists. There will be communication between the housing provider, the Coordinated Entry Specialist, and the referring agency staff (if different than the Coordinated Entry Specialist) to whose Prioritization List the client has been referred, to ensure all providers are aware of the person's movement throughout the Coordinated Entry System. If the household was accepted off the Non-HMIS Prioritization List, the housing provider must contact the Coordinated Entry Specialist so that the agency can ensure

the household is removed from any other Non-HMIS Prioritization Lists to which they have been referred.

If the household does not enroll in the housing opportunity, it is the responsibility of the Coordinated Entry Specialist to put the household back on any Prioritization Lists they had been placed previously, assuming they want to be placed back on the Prioritization Lists.

All households that meet the acuity threshold for housing projects should be referred to the Prioritization List if the person wants. The Coordinated Entry Specialist can decide if persons falling below the acuity threshold should also be referred to the Prioritization List. The Coordinated Entry Specialist may refer persons falling below the acuity threshold to the Prioritization List because a non-CoC or EHH-funded project is also using the Prioritization List for referrals, or to gather data on all persons experiencing homelessness within the Fox Cities.

Prioritization is a separate process from determining project eligibility. No household will be denied referral to a Prioritization List because they lack verification or documentation of eligibility for any or all projects in the Fox Cities. The Coordinated Entry Specialist will work to help persons on the Prioritization List become “document ready”. This is intended to ensure a quick and seamless move into permanent housing when it comes available.

## **Follow-Up**

The Coordinated Entry Specialist will be responsible for following up with the persons referred to the Prioritization Lists in order to determine whether the individual or family is still in need of permanent or transitional housing. Follow-up contact will occur every 30 days at a minimum.

The Coordinated Entry Specialist will gather the following information:

1. Confirm or update contact information;
2. Confirm or update homeless situation;
3. Confirm the person(s) still need housing assistance;
4. Confirm the person(s) wish to remain on the Prioritization List.

If the household is no longer in need of housing assistance, the Coordinated Entry Specialist can close the referral to remove the individual or family from the Prioritization List.

If the Coordinated Entry Specialist is unable to contact a person on the Prioritization List after three attempts, the attempts should be documented in the follow-up assessment in HMIS. After 30 days of no contact, the referral should be cancelled from the Prioritization List. If the person makes contact with the Coordinated Entry Specialist, s/he can request to be placed back on the Prioritization List.



## Prioritization

All households referred to the HMIS and Non-HMIS Prioritization Lists are automatically prioritized for each project type based on the Order of Priority for each project type. The following project types have an established Order of Priority:

### **Permanent Supportive Housing<sup>8</sup>**

- 1) Individual or head of household has a disability and has been living in a place not meant for human habitation, in an emergency shelter, or in a safe haven for at least 12 months continuously or cumulatively over a period of at least four occasions in the last three years.

When no chronically homeless individuals and families are on the Prioritization Lists:

- 2) An individual or family that is eligible for CoC-funded PSH who has experienced fewer than four occasions where they have been living or residing in a place not meant for human habitation, a safe haven, or in an emergency shelter but where the cumulative time homeless is at least 12 months and has been identified as having severe service needs;
- 3) An individual or family that is eligible for COC-funded PSH who is residing in place not meant for human habitation, a safe haven, or an emergency shelter and has been identified as having severe service needs. The length of time homeless should also be considered, but there is not a minimum length of time required;
- 4) An individual or family that is eligible for COC-funded PSH who is residing in a place not meant for human habitation, a safe haven, or an emergency shelter where the individual or family has not been identified as having severe service needs. The length of time homeless should also be considered, but there is not a minimum length of time required;
- 5) An individual or family that is eligible for CoC-funded PSH who is currently residing in a transitional housing project, where prior to residing in the transitional housing had lived in a place not meant for human habitation, in an emergency shelter, or safe haven. This priority also includes individuals and families residing in transitional housing who were fleeing or attempting to flee domestic violence, dating violence, sexual assault or stalking and prior to residing in that transitional housing project even if they did not live in a place not meant for human habitation, an emergency shelter, or a safe haven prior to entry into the transitional housing.

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<sup>8</sup> HUD Notice CPD 16-11

## **Rapid Re-Housing**

### *CoC-funded<sup>9</sup>*

- 1) The program will screen/assess each household for barriers to obtaining housing and barriers to retaining housing.
  - a. Barriers to obtaining housing only include problems that a prospective landlord could find out during the application and screening process AND could use as a reason to deny a rental application, whether or not a landlord's manner of determination and use is legal or illegal.
  - b. Barriers to retaining housing are defined by the direct impact they have had on the on the household's previous housing history, and the potential for impacting future housing.
- 2) The program will prioritize each applicant household using the VI-SPDAT or F-VI-SPDAT Assessment Tool based on number and severity of barriers.
- 3) Service prioritization must look at all programs and services within the local CoC, not just within a single agency.

### *EHF-Funded<sup>10</sup>*

- 1) The program will screen/assess each household for barriers to obtaining housing and barriers to retaining housing.
  - a. Barriers to obtaining housing only include problems that a prospective landlord could find out during the application and screening process AND could use as a reason to deny a rental application, whether or not the manner of determination and use is legal or illegal.
  - b. Barriers to retaining housing are defined by the direct impact they have had on the on the household's previous housing history, and the potential for affecting future housing.
- 2) The program will prioritize each applicant household using the VI-SPDAT of F-VI-SPDAT Assessment Tool based on number and severity of barriers.
- 3) Service prioritization must look at all programs and services within the local CoC, not just within a single agency.

## **Transitional Housing<sup>11</sup>**

- 1) Categories 1 & 4- Homeless individuals and families with a disability with the most severe service needs;
- 2) Categories 1 & 4- Homeless individuals and families without a disability with the most severe service needs;

<sup>9</sup> WIBOSCOC COC Rapid Re-Housing Standards and Order of Priority

<sup>10</sup> WIBOSCOC ESG Rapid Re-Housing Standards and order of Priority

<sup>11</sup> WIBOSCOC Order of Priority for CoC-Funded Transitional Housing Beds

- 3) Category 2- Homeless individuals and families with a disability and with the most severe service needs who are imminently at risk of homelessness;
- 4) Category 2- Homeless individuals and families without a disability who are imminently at risk of homelessness.

## **Determining Eligibility**

The Coordinated Entry System is not responsible for determining project eligibility or maintaining eligibility documentation after a referral to the Prioritization List is made.

When a project has an opening, the responsible staff person will consult with the Coordinated Entry Specialist to inquire about individuals/families listed on the Prioritization List and the Non-HMIS Prioritization List. Using the Order of Priority established for the program, and program-specific requirements, the project will offer housing and supportive services to the highest prioritized person(s).

When contacting a person on the Prioritization List, the Coordinated Entry Specialist must attempt contact at least three times with a minimum of 24 hours between each attempt. If s/he is unable to contact the person in those three attempts, they may move on to the next prioritized person 24 hours after the third attempt. Details of each attempt should be detailed in the follow-up section of the VI-SPDAT.

The person(s) make the final decision of which project or project type in which to enroll. For enrollment to be final, the project must establish that the prospective participant meets its eligibility requirements. If the project has an application for entry into the project, it cannot be a barrier to enrollment and should not collect any information beyond what is necessary to ensure eligibility for the project.

If the person(s) does not meet the project's eligibility requirements, the person(s) retain his/her priority placement on the Prioritization List.

## **Documentation Requirements**

CoC-funded and EHH-funded housing projects are required to maintain documentation showing adherence to the established Order of Priority for the project type and use of the Coordinated Entry System. In order to document this appropriately, every client that entered a project after April 1, 2016, will have a Pre-Screen Form in the file. It must be signed by both the client and the Coordinated Entry Specialist.

To document the person(s) enrolled in the housing program was the highest prioritized household, there should be a copy of the Prioritization List from the day assistance was offered on file, highlighting the household. If the household offered housing assistance is not the highest prioritized, there will be an explanation as to why the households who were prioritized higher were not given the housing opportunity. The Prioritization Lists should not have any Personally Identifying Information on them when they go into the client file. If there is Personally Identifying Information in the Notes section for any household on the list, it must be redacted before adding to the client file.

If the client is on multiple lists, the housing provider does not need to include the Priority List for the other Housing Coalition's Prioritization Lists they may be on.

If the potential participant was prioritized on the Non-HMIS List, there should be a statement in the client file, signed by the Coordinated Entry Specialist as the Non-HMIS List Holder that states the household came from the Non-HMIS List and explains if there were others prioritized higher and what the circumstances were that they were not given the housing opportunity.

### **Rejected Referrals**

If a housing project does not take the highest prioritized person or persons from the Prioritization List to fill an available spot, that project must document the reason for not accepting that referral in either the HMIS client file, or by providing a written explanation to the Coordinated Entry Specialist as the Non-HMIS List Holder. It is the responsibility of the Coordinated Entry Specialist to ensure that the household has a new referral to the Prioritization List, if needed.

### **Declined Referrals**

The Coordinated Entry Specialist and other Coordinated Entry staff should inform the person(s) about the housing project that has the opening, other project types for which the person(s) are eligible, and other relevant factors of each housing project, assisting the person(s) in making an informed and careful decision about where to enroll. If a person declines a referral to a housing project, their name remains on the Prioritization List until the next housing opportunity is available.

### **Project Enrollment**

It is prohibited for any CoC-funded or EHH-funded housing project to serve individuals and/or families experiencing homelessness or who are at imminent-risk of homelessness, without the household first going through the Coordinated Entry System and receiving a referral to the Prioritization List. Once the Coordinated Entry Specialist has verified and documented a household's eligibility, and the person(s) has accepted the offer of housing assistance and supportive services, the project can enroll the household.

### **Standardized Assessment Tool**

The WIBOSCOC, in collaboration with ICA, developed an assessment tool for the purposes of prioritizing individuals and families for Homelessness Prevention services (Appendix I). The WIBOS Coordinated Entry Prevention Prioritization Assessment was created by comparing national prevention screening tools, prevention screening tools already in use, SSVF prevention models, and nationally recognized best practices regarding homelessness prevention prioritization.

### **Scoring**

The Prevention Assessment is completed in HMIS. If it is completed on paper, the responses must be entered into HMIS. The Prevention Prioritization Report will

calculate the points and determine a score. The provider does not need to calculate the score manually, as the report will do the scoring for the user. Agency staff will be able to see the points available per question, total points, and the thresholds for who should be served with EHH Homeless Prevention funds on the paper assessment.

### **Referral**

Once the Prevention Assessment is complete, a referral to the Prevention Prioritization List will be completed in HMIS.

### **Follow-Up**

Agencies making referrals to the Prioritization List will be responsible for following up with the persons they refer in order to determine whether the individual or family is still in need of Homeless Prevention services. Follow-up contact must occur every 90 days at a minimum. The staff should gather the following information:

1. Confirm or update contact information;
2. Confirm or update housing situation;
3. Confirm the person(s) still need housing assistance;
4. Confirm the person(s) desire to remain on the Prevention Prioritization List.

If the household no longer is in need of homeless prevention assistance, the agency can close the referral to remove the individual or family from the Prioritization List. Providers that contact a referral to offer services and find out the household is no longer in need, should close the referral in HMIS, even if that provider did not make the original referral.

If the referring agency or housing provider is unable to contact a person on the Prevention Prioritization List after three attempts, this should be documented in the follow-up assessment in HMIS. After 90 days of no contact, the referral should be cancelled from the Prioritization List. If the person makes contact with a participating agency, s/he can request to be placed back on the Prioritization List. This should be done by the agency that receives the request from the person.

### **Determining Eligibility**

When a project has an opening, the responsible staff person must consult the HMIS Prioritization List. Using the Order of Priority established, and any program-specific requirements, the project will offer homeless prevention assistance to the highest prioritized person(s).

When contacting a person on the Prioritization List, the provider must attempt contact at least three times with a minimum of 24 hours between each attempt. If the provider is unable to contact the person in those three attempts, they may move on to the next prioritized person 24 hours after the third attempt.

The Coordinated Entry System is not responsible for determining project eligibility or maintaining eligibility documentation after a referral to the Prevention Prioritization List

is made. Individual projects have the ultimate responsibility for determining the eligibility of prospective participants, and collecting and maintaining eligibility documentation.

The following has been established by the WIBOSCOC in collaboration with DEHCR as basic criteria for Homeless Prevention services eligibility:

- Score of 10 or higher on the Prevention Prioritization Assessment;
- The person or persons served meet the criteria in paragraph (2), (3), or (4) of the homeless definition in 24 CFR 576.2. This includes people who will imminently lose their primary nighttime residence, unaccompanied youth under 25 years of age who do not otherwise qualify as homeless, families with children and youth who do not otherwise qualify as homeless, and people fleeing or attempting to flee domestic violence, dating violence, sexual assault, stalking or other dangers our life-threatening conditions which relate to violence. There must also be documentation of an annual income below 30 percent county median income for the household at admission for both ESG and HPP funds, as well as documentation of a lack of sufficient resources or support networks to sustain housing without assistance;
- The unit to be assisted must pass Habitability Standards and meet Fair Market Rent and Rent Reasonableness Standards;
- There must be a legally binding, written lease between the tenant and landlord;
- The unit must be affordable for the person(s) requesting assistance. An affordable unit is one in which the rent is no more than 50 percent of the household's adjusted gross income. However, if the rent is more than 50 percent of the household's adjusted gross income, the agency can still determine the unit is affordable after completing a detailed budget with the person(s) demonstrating they are able to maintain the monthly housing expenses.

If the person(s) does not meet the project's eligibility requirements, the person(s) retain his/her priority placement on the Prevention Prioritization List. Once the project has verified and documented a household's eligibility, and the person(s) has accepted the offer of housing assistance and supportive services, the project can enroll the household.

### **Documentation Requirements**

ETH-funded homeless prevention projects are required to maintain documentation showing adherence to the established Order of Priority for the project type and use of the Coordinated Entry System. In order to document this appropriately, every client that entered a project after January 1, 2018 will have a Pre-Screen Form in the file. The form needs to be signed by both the client and the intake worker from the agency.

To document the person(s) enrolled in the program was the highest prioritized household, there will be a copy of the Prevention Prioritization List from the day assistance was offered in the file, highlighting the household. If the household offered prevention assistance is not the highest prioritized, there will be an explanation as to why the households who were prioritized higher were not given the housing opportunity.



The prioritization lists should not have any Personally Identifying Information on them when they go into the participant's file. If there is Personally Identifying Information in the notes section for any household on the list, this must be redacted before adding to the client file.

Additionally, all files must contain documentation that the assisted unit meets Fair Market Rent and Rent Reasonableness Standards, the household income is at or below 30 percent county median income, and the unit is affordable for the household.

### **Rejected Referrals**

If a project does not take the highest prioritized person or persons from the Prevention Prioritization List to fill an available spot, that project must document the reason for not accepting that referral in the HMIS client file. It is the responsibility of the project not taking the highest prioritized person or persons to ensure that the household has a new referral to the Prevention Prioritization List, if needed. The household remains on the Prevention Prioritization List in order to access the next available program spot, as long as the household is in need of homeless prevention assistance.

### **Declined Referrals**

Coordinated Entry staff should inform the person(s) about the homeless prevention project that has the opening, other project types for which the person(s) are eligible, and other relevant factors of each project, assisting the person(s) in making an informed and careful decision about whether or not to accept assistance. If a person declines a referral to a homeless prevention project, s/he name remains on the Prevention Prioritization List until the next housing opportunity is available.

### **Project Enrollment**

It is prohibited for any CoC-funded or ESG-funded housing project to serve individuals and/or families experiencing homelessness or who are at imminent risk of homelessness, without the household first going through the Coordinated Entry System and receiving a referral to the Prioritization List.

Once the project has verified and documented a household's eligibility, and the person(s) has accepted the offer of homeless prevention assistance, the project can enroll the household.

## Section

# 5

## Training

### Initial Training

All staff new to the Coordinated Entry System are required to successfully complete several trainings prior to conducting assessments, making referrals to the Prioritization Lists, and accepting referrals from the Prioritization Lists. The specific trainings are listed in Appendix J; however, topics covered in the series include:

- Overview of the WIBOSCOC Coordinated Entry System;
- How to conduct Coordinated Entry assessments to fidelity;
- Prioritization standards for each project type;
- Making referrals to the HMIS and Non-HMIS Prioritization Lists;
- Conducting follow-up with referrals;
- Accepting referrals from the Prioritization Lists.

Upon successful completion of the initial training series, the Coordinated Entry Specialist will supply the staff person with the Participating Staff Agreement. This will be kept on file with the participating agency and a copy will be sent to the Coordinated Entry Lead.

### On-Going Training

The WIBOSCOC will provide training at least annually that reviews any updates or changes to the Coordinated Entry System. The Coordinated Entry Specialist is required to successfully complete the annual training, in addition to any other trainings required by the WIBOSCOC Board of Directors.

The Fox Cities Coordinated Entry Specialist will also provide training at least annually, which will be based on recent updates or changes, clarification of process, or technical assistance to a specific HMIS agency.

### HMIS-Specific Training

Since HMIS is the primary tool of the Coordinated Entry System, there are several trainings regarding workflow for Coordinated Entry offered by the Institute for Community Alliances. There are recorded trainings that can be found on ICA's [website](#), and [How-To Guides](#) for Coordinated Entry in HMIS.

## Section

# 6

## Evaluation of the Coordinated Entry System

Evaluation of the Fox Cities Coordinated Entry System will be completed using objective data reported on by the Coordinated Entry Specialist, and information gathered from users and staff of the Coordinated Entry System.

### HMIS Component

The Coordinated Entry evaluation will utilize HMIS to determine if Coordinated Entry is meeting the goals of moving persons experiencing homelessness into housing quickly, and matching households with the best housing intervention for their needs. The HMIS component will consist of three parts: (1) Point in Time review of the Prioritization Lists; (2) VI-SPDAT score reports; and (3) System Performance Measures. All of the data will be evaluated annually, with the Prioritization reports being reviewed quarterly as well. The evaluation will look at each participating agency individually, and the Fox Cities Coordinated Entry System as a whole. Each agency will be compared to itself to evaluate change over time.

### Point in Time Prioritization Lists

The Coordinated Entry Specialist will run both Prioritization Lists (households without children and households with children) on a quarterly basis. This will coincide with the collection of the Point in Time data. The reports will be reviewed by the Coordinated Entry Specialist annually to evaluate patterns over time. In addition, the Prioritization reports will be reviewed quarterly to determine if Coordinated Entry is having an impact on matching households with the appropriate project type and reducing the length of time people are homeless. The quarterly reports will be accessible to the participating agencies, as well as the WIBOSCOC Director and ICA staff.

The Summary page of the Prioritization Report contains key information that will be used for the review of the Prioritization Lists, including:

- Total referrals to the Lists;
- Count of current referrals to the Lists;
- Average length of time on the Lists;
- Longest length of time on the Lists;
- Count of households accepted off of the Lists;
- Clients who were removed from the Lists;
- Basic demographic information

### VI-SPDAT Score Information Reports

In order to determine appropriate matching of housing interventions with a household's level of need, the VI-SPDAT score and housing placement information will be reviewed. There are two reports that provide information on the VI-SPDAT score for the Fox Cities and housing placements:

1. The Fox Cities Housing Coalition Housing Placement Assessment;
2. The Fox Cities Housing Coalition Acuity Assessment by Provider

These reports contain information for the Fox Cities Housing Coalition and the participating providers about the acuity of those being accepted into each project type, and if those who are the most vulnerable and have the highest acuity are prioritized. These reports will be reviewed by the Coordinated Entry Specialist to determine if the Coordinated Entry System is effectively matching households with the appropriate housing intervention.

These reports will be run annually. The information gathered will be used to determine the acuity of those households experiencing homelessness in the Fox Cities and they are being housed. This will assist in determining if households are being matched to the most appropriate housing intervention, and can help identify service gaps.

### **System Performance Measures**

System Performance Measures help the Fox Cities Housing Coalition understand how our system works, and if we are moving in the right direction to end homelessness. The following System Performance Measures will be included in reporting:

- Measure 1.* Length of time persons remain homeless;
- Measure 2.* The extent to which persons who exit homelessness to permanent housing destinations return to homelessness (Reoccurrence);
- Measure 3.* Number of homeless persons;
- Measure 4.* Number of persons who become homeless for the first time;
- Measure 5.* Successful housing placement.

These reports will be run by the Coordinated Entry Specialist on an annual basis. Each participating agency will be compared to itself to evaluate change over time.

### **Stakeholder Information**

The Coordinated Entry Specialist will solicit feedback from participating agencies and persons who participated in the Coordinated Entry System during the period of time being evaluated. Information will be gathered through surveys and/or individual interviews.

Specific information to be gathered from stakeholders may vary from year to year, but at a minimum, will include information about the quality and effectiveness of the Coordinated Entry experience.

### **Ongoing Planning**

All information gathered from the evaluation process will be provided to the WIBOSCOC and used as a guide to review and update the Coordinated Entry System Policies and Procedures annually.

## Section

# 7

## Appendices

A change to the Appendices may be approved separately and does not necessitate a full review or approval of the Coordinated Entry System Policies and Procedures. The Appendices will otherwise be updated annually.

Fox Cities Housing Coalition After Hour Plan	Appendix A
WIBOSCOC Pre-Screen Form	Appendix B
Coordinated Entry Client Rights & Responsibilities	Appendix C
Wisconsin Service Point Release of Information	Appendix D
VI-SPDAT Assessment Tool	Appendix E
VI-F-SPDAT Assessment Tool	Appendix F
TAY-VI-SPDAT Assessment Tool	Appendix G
Institute for Community Alliances “How To” Guide	Appendix H
Homelessness Prevention Assessment Tool	Appendix I
Coordinated Entry Training List	Appendix J
WIBOSCOC No Wrong Door Flyer	Appendix K
Fox Cities Coordinated Entry Marketing Materials	Appendix L

## Appendix A



### After Hours Plan

The Fox Cities Housing Coalition's After Hours Plan is intended to serve as a guide to connecting individuals and families experiencing homelessness in the Fox Cities to emergency services and the Coordinated Entry system after typical business hours. For the purposes of this Plan, 'after hours' is defined as the period of time between 4:30PM and 8:00AM, Monday through Friday, as well as at all times on weekends. This Plan covers the entire FCHC and includes Outagamie, northern Winnebago, and northern Calumet counties.

If an individual or family is in need of shelter after hours, they should be referred to the emergency shelter appropriate for their demographic. Referring individuals can include, but are not limited to: agency staff, police officers, school social workers, and street outreach workers.

#### **Emergency Shelters**

- Pillars Adult & Family Shelter  
400 N Division St, Appleton, WI 54911  
(920) 734-9192
- Pillars Adult Shelter  
1928 W College Ave, Appleton, WI 54914  
(920) 734-9192
- Harbor House (Domestic Violence)  
720 W Fifth St, Appleton, WI 54914  
(920) 832-1666

#### *Shelter Intake*

Shelter staff will discuss natural supports for housing to divert from shelter. If diversion is not possible and a bed(s) is available, an intake is completed for the individual or family and they are sheltered. The individual or family will be connected to the Coordinated Entry system by shelter staff within the next five business days. If diversion is not possible and a bed(s) is not available, staff will contact other shelters [as listed above] to determine if there is vacancy.

#### *Motel Vouchers*

If emergency shelter is not available, the individual or family is referred to agencies with motel voucher programming (until funding is depleted). The individual or family will be asked to complete a Pre-Screen form, and an informational brochure will be provided to connect them to the Coordinated Entry system the next business day. The informational brochure also includes contact information for agencies in the community that are able to make referrals to the Coordinated Entry system.



Agencies providing motel vouchers:

- Appleton Police Department (City of Appleton)

If shelter options are available, but the individual or family refuses, they are still asked to complete a Pre-Screen form and given the informational brochure to connect them to the Coordinated Entry system the next business day.

#### *Updates*

The After Hours Plan is reviewed and approved annually by the Fox Cities Housing Coalition. The approved Plan is distributed to Coalition members, and is communicated to others in the community that encounter individuals and families in need of shelter.

*Approved by the FCHC: 06/17/2020*

*Submitted to the WIBOSCOC: 06/17/2020*

## Appendix B

### WI BALANCE OF STATE CoC Pre-Screen Form



Are you a domestic violence victim or survivor? ☐ Yes ☐ No

If yes, would you like a referral to a local DV agency? ☐ Yes ☐ No

If yes, when last experience occurred? \_\_\_\_\_

If yes, are you currently fleeing a domestic violence situation? ☐ Yes ☐ No

Do you have a disability or need reasonable accommodations for us to provide services to you, including filling out this form? (this question is voluntary and does not affect your eligibility for services) ☐ Yes ☐ No

List Accommodations needed:

Do you need an interpreter? ☐ Yes ☐ No Language? \_\_\_\_\_

#### Household members (List everyone living in your household, related & unrelated)

Head of Household								
Last	First	Middle	Gender	<input type="checkbox"/> Disabled	Race	Ethnicity	Date of birth	
_____	_____	_____	_____	<input type="checkbox"/>	_____	_____	____/____/____	
_____	_____	_____	_____	<input type="checkbox"/>	_____	_____	____/____/____	
_____	_____	_____	_____	<input type="checkbox"/>	_____	_____	____/____/____	
_____	_____	_____	_____	<input type="checkbox"/>	_____	_____	____/____/____	
_____	_____	_____	_____	<input type="checkbox"/>	_____	_____	____/____/____	

Current Address: \_\_\_\_\_  
 Street Apt. # City State Zip Code

Telephone No: \_\_\_\_\_ Email: \_\_\_\_\_

#### Living situation last night

- ☐ Emergency shelter, including hotel or motel paid for with emergency shelter voucher  
☐ Place not meant for habitation inclusive of "non-housing service site (outreach programs only)"  
☐ Safe haven

When did this homelessness experience start (not necessarily when you entered shelter)? \_\_\_\_/\_\_\_\_/\_\_\_\_

- |   |   |
|---|---|
| <input type="checkbox"/> Hotel or motel paid for without emergency shelter voucher            | <input type="checkbox"/> Other _____  |
| <input type="checkbox"/> Staying or living in a family member's room, apartment or house      | <input type="checkbox"/> Residential project or halfway house with no homeless criteria |
| <input type="checkbox"/> Staying or living in a friend's room, apartment or house             | <input type="checkbox"/> Long term care facility or nursing home                        |
| <input type="checkbox"/> Rental by client, no housing subsidy                                 | <input type="checkbox"/> Rental by client with GPD or TIP subsidy                       |
| <input type="checkbox"/> Rental by client, with VASH housing subsidy                          | <input type="checkbox"/> Foster care home or foster care group home                     |
| <input type="checkbox"/> Rental by client, with other housing subsidy (including RRH)         | <input type="checkbox"/> Hospital (non-psychiatric)                                     |
| <input type="checkbox"/> Jail, prison, or juvenile detention facility                         | <input type="checkbox"/> Owned by client, no housing subsidy                            |
| <input type="checkbox"/> Transitional housing for homeless persons (including homeless youth) | <input type="checkbox"/> Owned by client, with housing subsidy                          |
| <input type="checkbox"/> Permanent housing (other than RRH) for formerly homeless persons     |   |
| <input type="checkbox"/> Psychiatric hospital or other psychiatric facility                   |   |
| <input type="checkbox"/> Substance abuse treatment facility or detox center                   |   |

## WI BALANCE OF STATE CoC Pre-Screen Form


**Length of living situation in place marked above.**
☐ One night or less

☐ 2-6 nights

☐ One week but less than a month

☐ One to three months

☐ More than three months, but less than one year

☐ One year or longer

**Estimate how much longer you expect to reside there.**
☐ Can't go back

☐ More than a year

☐ Until shelter/housing is received

☐ Less than 3 months

☐ 3 months to a year

**Number of times you have been on the Street, in an Emergency Shelter, on a motel voucher, or in a Safe Haven in the past three years including today: \_\_\_\_\_ times**

**Number of months homeless on the Street, in an Emergency Shelter, on a motel voucher, or in a Safe Haven in the past three years: \_\_\_\_\_ (not exceeding 36 months)**

**Veteran Status**
☐ Never in the Service

☐ Currently in the Service ☐ Veteran

**Veteran Benefit Status**
☐ Currently receiving

☐ Currently not receiving

☐ Never received

**Cause of homelessness (check all that apply).**
☐ Divorce/Separation

☐ Domestic Violence

☐ Eviction

☐ Thrown out

☐ Loss of job

☐ Low income

☐ Mental illness

☐ Substance abuse

☐ Parole/incarceration

☐ Ran Away

☐ Exiting Foster care

☐ Rent increase

☐ Other \_\_\_\_\_

**FUP Eligible Family** \_\_\_\_\_

**FUP Eligible Youth** \_\_\_\_\_

*\*For public child welfare agencies only, FUP eligibility must be determined by the PCWA in your county*

**INCOME: (Please list all sources of income)**

Source: \_\_\_\_\_

Gross monthly amount \$ \_\_\_\_\_

Source: \_\_\_\_\_

Gross monthly amount \$ \_\_\_\_\_

Source: \_\_\_\_\_

Gross monthly amount \$ \_\_\_\_\_

**NO INCOME** – Do you certify that you do not have any income from any source at this time?

☐ Yes

☐ No

☐ **VERBAL**

Do you give consent that this agency may share information with other agencies such as, but not limited to, your situation, household demographics, and any questions asked during this assessment for the purpose of providing a referral to Coordinated Entry Prioritization Lists?

☐ Yes

☐ No

☐ **VERBAL**

I understand that the information contained on this form is provided voluntarily. The information is true and correct to the best of my knowledge. I am aware that providing false information or not reporting pertinent information is fraud. If I provide any false information, I understand that services may be denied. I understand that completion of this form does not guarantee that I will receive assistance.

☐ **VERBAL**

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

Signature of CoC Agency Rep \_\_\_\_\_ Date: \_\_\_\_\_

## Appendix C



### Wisconsin Balance of State Coordinated Entry System

#### Client Rights & Responsibilities

**Please read the following notice and authorization (or ask to have it read to you) before signing.**

This agency \_\_\_\_\_ participates in the Wisconsin Balance of State Continuum of Care (BOSCO) Coordinated Entry System. Agencies that participate in the Coordinated Entry System have agreed to follow a standard set of policies and procedures. Because you are requesting homelessness assistance, you have rights and responsibilities with respect to the BOSCO Coordinated Entry system.

**Your rights include:**

1. Being treated with respect.
2. Having the Coordinated Entry process explained to you.
3. Placement on the prioritization list no matter which participating agency you contact.
4. Being served as a family (if requesting services as a family). Your gender identity, marital status, sexual orientation will be accepted as you present them. (24 CFR part 576.102(b))
  - a. Female-headed households with children and male-headed households with children will be treated equally.
  - b. Programs will not send you to other services or agencies in order to not serve you based on your gender identity, marital status, family make-up or sexual orientation.
5. You and your family members will not be asked to provide proof related to your family status, gender identification and/or sexual orientation.
  - a. We will ask about your or your family member's gender only for the purpose of determining placement in temporary, emergency shelters.
  - b. If there are shared bedrooms or bathrooms in temporary or emergency shelters, we will ask about your or your family member's gender.
  - c. When determining the number of bedrooms your household is eligible for, we will ask about your or your family member's gender and/or age.
6. Referral to appropriate services for your individual situation.
7. Having your personal information kept confidential. You may ask to keep your name off the Coordinated Entry Prioritization List, and therefore not seen by other agencies.
8. Staying on the Prioritization List even if you choose to decline offered services or programs.
9. Removing your name from the Prioritization List for any reason.
10. Refusing to complete the VI-SPDAT/VI-F-SPDAT/TAY-VI-SPDAT screening assessment.
11. The option to file a grievance regarding the Coordinated Entry System (see next page for the Grievance Policy and Process).

**Your responsibilities include:**

1. Keeping your contact information up to date.
  - You should provide us with current email addresses, message numbers, and places you stay so we can let you know about housing and program that come available.
  - You should provide updated information about who is in your household.
2. Letting us know where you are staying or sleeping when that changes.
3. Connecting with staff within four (4) business days after you receive a call, email, or message from us.
4. Letting us know if you no longer need housing assistance.





### **Grievance Policy and Process**

You have the right to file a grievance if you have a complaint about the services you receive in the BOSCO Coordinated Entry System. We encourage you to try to work out the problem directly with the other person/program as a first step in the process. If you cannot do that or are unsatisfied with that outcome then you may begin the grievance procedure.

You have the right to be assisted by an advocate of your choice (e.g., agency staff person, co-worker, friend, family member, etc.) at each step of the grievance process. You have the right to withdraw your grievance at any time.

### **Policy**

*This policy refers to client grievances regarding the Coordinated Entry System only. If a client has a grievance regarding a particular agency or representative of that agency, they should follow that agency's grievance procedure.*

*The agency completing the screening should address any complaints by clients as best as they can in the moment.*

*Complaints that should be addressed directly by the agency staff member or agency staff supervisor include complaints about how they were treated by agency staff, agency conditions, or violation of confidentiality agreements. Any other complaints should be referred to the CoC Director. Any complaints filed by a client should note their name and contact information so the CoC Director can contact him/her to discuss the issues.*

### **Process**

There are two levels of review available for each grievance:

**Level 1** The first person to review the grievance is the CoC Director. You can obtain a Grievance Form from any Coordinated Entry Partner Agency or from the BOSCO website at [wiboscoc.org](http://wiboscoc.org). After gathering relevant information about the situation, including but not limited to communicating with you and the agency in question, the CoC Director will inform you and the agency in question what s/he thinks should happen.

- If both you and the agency agree, the process ends and the resolution is implemented.
- If you or the agency disagrees, the grievance moves to the next level.

**Level 2** The BOSCO Board of Directors President reviews the grievance if there is dissatisfaction with the Director's resolution. The Board President may designate one or more Board members to review the situation. After gathering relevant information, the Board President or designated Board member(s) will tell you what will happen to resolve the grievance. This is the final step in the process and the decision of the Board of Directors is final.

### **Acknowledgment of Receipt:**

I have been informed of my rights and responsibilities related to the BOSCO Coordinated Entry System. I understand that it is my right as a service recipient to file a grievance if I have a complaint about the services I receive from participating agency in the Coordinated Entry System if it cannot be resolved through other means.

Service Recipient Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Verbal Consent Given?      Yes ☐    No ☐      Date: \_\_\_\_\_

Agency Staff Signature: \_\_\_\_\_ Date: \_\_\_\_\_

☐ Service Recipient Copy    ☐ Agency Copy

Approved by BOS Board of Directors, 2.28.17

## Appendix D



### Wisconsin HMIS Client Informed Consent and Release of Information

#### PERMISSION TO SHARE CONFIDENTIAL INFORMATION TO SECURE NECESSARY SERVICES

*Please read the following notice and authorization (or ask to have it read to you) before signing.*

This agency \_\_\_\_\_ participates in the Wisconsin statewide Homeless Management and Information System. Agencies that participate in the Wisconsin HMIS belong to an internet-based network. This network is administered by the Institute for Community Alliances. The name of the software that stores this data is called WellSky Community Services, formerly known as ServicePoint.

Benefits to Data Sharing for the Consumer	
Eliminates Duplicate intakes	Faster access to the Coordinated Entry System, resulting in receiving services more quickly
Reduces the amount of time spent answering basic questions regarding your situation	Allows agencies to focus on meeting your unique service needs
Reduces the amount of times you have to tell your story to service providers	Multiple Services can be easily coordinated and streamlined

*\*WellSky ensures the security of its system. Please see below for detailed information on security measures.*

Because this network is made up of many service providers in Wisconsin, you have the option to share your information with other service providers from whom you might be seeking services. Your identity and information collected in the WI HMIS will be shared, with your written consent, in the network. WI HMIS includes your demographic information and other essential personal information needed to best determine your service needs.

The computer program used for this purpose has industry standard security protocols and is updated regularly to meet these security requirements. The information you provide will only be shared with this agency, the network, and limited staff of the Institute for Community Alliances. No personally identifying information will be shared by our network with any department in the Federal Government, other than Federal departments that are providing services within our network (for example, Veterans Affairs). Personally identifying information will not be shared with any State or Federal department for the purposes of determining your eligibility in other State or Federal programs (for example, Food Share). Information collected is housed in a secure server owned and hosted by WellSky in Arizona. Limited WellSky staff have access to this server and the data for the purposes of network support and maintenance. Data collected for the network will be maintained for at least seven years from the last date of service.

*The list of agencies participating in the network can be accessed on the ICA website here, [HMIS Release of Information](#). This list may change.*

**Please note if you grant permission for your information to be shared, that agreement will be in effect until you revoke it in writing. You may end your agreement in writing and your personal and service information will no longer be shared from that date going forward. If you do not give permission for this agency to release your information, no other agency in the network will have access to it.**

Maintaining the privacy and the safety of those using our services is very important. Your record will only be shared if you give permission. You cannot be denied services that you would otherwise qualify for if you choose not to share information. However, even if you choose not to share your information with other agencies, federal and state regulations may require limited data collection for funding purposes.





## Wisconsin HMIS Client Informed Consent and Release of Information

### Type of Information to be shared:

- Personal Identifying Information: Name (First, Middle and Last), Social Security Number, Date of Birth, Gender, Race Ethnicity, Last Residence Information, Military Status
- Housing/Program Specific: Program Eligibility, Entry/Exits, Agency Assessments, Services, Coordinated Entry, Case Notes, Referrals
- Assessment Specific: Income, Non-cash Benefits, Disability, Domestic Violence

### \*Please indicate your choice regarding data sharing\*

#### Option 1: ☐ Verbal Consent

- \_\_\_\_\_ By initialing here, I agree to share my and my child/children's above specified information and coordinate services with all participating agencies in the network.

#### Option 2: ☐ Verbal Consent

- \_\_\_\_\_ By initialing here, I agree to limit sharing of my and my child/children's above specified information and coordination of services with this agency and the agencies listed below:

---



---

#### Option 3: ☐ Verbal Consent

- \_\_\_\_\_ By initialing here, I agree I do not want to share my and my child/children's above specified information and coordinate services with other agencies.

I understand that signing below relates only to data sharing within the WI HMIS and does not guarantee I will receive assistance. Alternatively, I understand that I will NOT be denied services if I refuse to consent to data sharing.

Print Name: \_\_\_\_\_

Client Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Adult #2 Print Name: \_\_\_\_\_

Adult #2 Client Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Agency Witness Signature: \_\_\_\_\_ Date: \_\_\_\_\_

☐ Verbal Consent obtained by phone (Agency Staff Initials): \_\_\_\_\_ Date: \_\_\_\_\_

## Appendix E

### VULNERABILITY INDEX - SERVICE PRIORITIZATION DECISION ASSISTANCE TOOL (VI-SPDAT)

SINGLE ADULTS

AMERICAN VERSION 2.0

### Administration

<b>Interviewer's Name</b> _____	<b>Agency</b> _____	<input type="checkbox"/> Team <input type="checkbox"/> Staff <input type="checkbox"/> Volunteer
<b>Survey Date</b> DD/MM/YYYY ____/____/____	<b>Survey Time</b> ____ : ____ AM/PM	<b>Survey Location</b> _____

### Opening Script

Every assessor in your community regardless of organization completing the VI-SPDAT should use the same introductory script. In that script you should highlight the following information:

- the name of the assessor and their affiliation (organization that employs them, volunteer as part of a Point in Time Count, etc.)
- the purpose of the VI-SPDAT being completed
- that it usually takes less than 7 minutes to complete
- that only "Yes," "No," or one-word answers are being sought
- that any question can be skipped or refused
- where the information is going to be stored
- that if the participant does not understand a question or the assessor does not understand the question that clarification can be provided
- the importance of relaying accurate information to the assessor and not feeling that there is a correct or preferred answer that they need to provide, nor information they need to conceal

### Basic Information

<b>First Name</b> _____	<b>Nickname</b> _____	<b>Last Name</b> _____
<b>In what language do you feel best able to express yourself?</b> _____		
<b>Date of Birth</b> DD/MM/YYYY ____/____/____	<b>Age</b> _____	<b>Social Security Number</b> _____ <b>Consent to participate</b> <input type="checkbox"/> Yes <input type="checkbox"/> No

IF THE PERSON IS 60 YEARS OF AGE OR OLDER, THEN SCORE 1.

**SCORE:**

## VULNERABILITY INDEX - SERVICE PRIORITIZATION DECISION ASSISTANCE TOOL (VI-SPDAT)

SINGLE ADULTS

AMERICAN VERSION 2.0

## A. History of Housing and Homelessness

1. Where do you sleep most frequently? (check one)

- ☐ Shelters  
☐ Transitional Housing  
☐ Safe Haven  
☐ **Outdoors**  
☐ **Other (specify):** \_\_\_\_\_

☐ **Refused**

IF THE PERSON ANSWERS ANYTHING OTHER THAN "SHELTER", "TRANSITIONAL HOUSING", OR "SAFE HAVEN", THEN SCORE 1.

SCORE:

2. How long has it been since you lived in permanent stable housing? \_\_\_\_\_

☐ Refused

3. In the last three years, how many times have you been homeless? \_\_\_\_\_

☐ Refused

IF THE PERSON HAS EXPERIENCED 1 OR MORE CONSECUTIVE YEARS OF HOMELESSNESS, AND/OR 4+ EPISODES OF HOMELESSNESS, THEN SCORE 1.

SCORE:

## B. Risks

4. In the past six months, how many times have you...

a) Received health care at an emergency department/room? \_\_\_\_\_

☐ Refused

b) Taken an ambulance to the hospital? \_\_\_\_\_

☐ Refused

c) Been hospitalized as an inpatient? \_\_\_\_\_

☐ Refused

d) Used a crisis service, including sexual assault crisis, mental health crisis, family/intimate violence, distress centers and suicide prevention hotlines? \_\_\_\_\_

☐ Refused

e) Talked to police because you witnessed a crime, were the victim of a crime, or the alleged perpetrator of a crime or because the police told you that you must move along? \_\_\_\_\_

☐ Refused

f) Stayed one or more nights in a holding cell, jail or prison, whether that was a short-term stay like the drunk tank, a longer stay for a more serious offence, or anything in between? \_\_\_\_\_

☐ Refused

IF THE TOTAL NUMBER OF INTERACTIONS EQUALS 4 OR MORE, THEN SCORE 1 FOR EMERGENCY SERVICE USE.

SCORE:

5. Have you been attacked or beaten up since you've become homeless? \_\_\_\_\_

☐ Y ☐ N ☐ Refused

6. Have you threatened to or tried to harm yourself or anyone else in the last year? \_\_\_\_\_

☐ Y ☐ N ☐ Refused

IF "YES" TO ANY OF THE ABOVE, THEN SCORE 1 FOR RISK OF HARM.

SCORE:

## VULNERABILITY INDEX - SERVICE PRIORITIZATION DECISION ASSISTANCE TOOL (VI-SPDAT)

SINGLE ADULTS

AMERICAN VERSION 2.0

7. Do you have any legal stuff going on right now that may result in you being locked up, having to pay fines, or that make it more difficult to rent a place to live? ☐ Y ☐ N ☐ Refused

IF "YES," THEN SCORE 1 FOR **LEGAL ISSUES**.

SCORE:

8. Does anybody force or trick you to do things that you do not want to do? ☐ Y ☐ N ☐ Refused

9. Do you ever do things that may be considered to be risky like exchange sex for money, run drugs for someone, have unprotected sex with someone you don't know, share a needle, or anything like that? ☐ Y ☐ N ☐ Refused

IF "YES" TO ANY OF THE ABOVE, THEN SCORE 1 FOR **RISK OF EXPLOITATION**.

SCORE:

### C. Socialization & Daily Functioning

10. Is there any person, past landlord, business, bookie, dealer, or government group like the IRS that thinks you owe them money? ☐ Y ☐ N ☐ Refused

11. Do you get any money from the government, a pension, an inheritance, working under the table, a regular job, or anything like that? ☐ Y ☒ N ☐ Refused

IF "YES" TO QUESTION 10 OR "NO" TO QUESTION 11, THEN SCORE 1 FOR **MONEY MANAGEMENT**.

SCORE:

12. Do you have planned activities, other than just surviving, that make you feel happy and fulfilled? ☐ Y ☒ N ☐ Refused

IF "NO," THEN SCORE 1 FOR **MEANINGFUL DAILY ACTIVITY**.

SCORE:

13. Are you currently able to take care of basic needs like bathing, changing clothes, using a restroom, getting food and clean water and other things like that? ☐ Y ☒ N ☐ Refused

IF "NO," THEN SCORE 1 FOR **SELF-CARE**.

SCORE:

14. Is your current homelessness in any way caused by a relationship that broke down, an unhealthy or abusive relationship, or because family or friends caused you to become evicted? ☐ Y ☐ N ☐ Refused

IF "YES," THEN SCORE 1 FOR **SOCIAL RELATIONSHIPS**.

SCORE:



## VULNERABILITY INDEX - SERVICE PRIORITIZATION DECISION ASSISTANCE TOOL (VI-SPDAT)

SINGLE ADULTS

AMERICAN VERSION 2.0

## D. Wellness

15. Have you ever had to leave an apartment, shelter program, or other place you were staying because of your physical health? ☐ Y ☐ N ☐ Refused
16. Do you have any chronic health issues with your liver, kidneys, stomach, lungs or heart? ☐ Y ☐ N ☐ Refused
17. If there was space available in a program that specifically assists people that live with HIV or AIDS, would that be of interest to you? ☐ Y ☐ N ☐ Refused
18. Do you have any physical disabilities that would limit the type of housing you could access, or would make it hard to live independently because you'd need help? ☐ Y ☐ N ☐ Refused
19. When you are sick or not feeling well, do you avoid getting help? ☐ Y ☐ N ☐ Refused
20. **FOR FEMALE RESPONDENTS ONLY:** Are you currently pregnant? ☐ Y ☐ N ☐ N/A or Refused

IF "YES" TO ANY OF THE ABOVE, THEN SCORE 1 FOR PHYSICAL HEALTH.

SCORE:

21. Has your drinking or drug use led you to being kicked out of an apartment or program where you were staying in the past? ☐ Y ☐ N ☐ Refused
22. Will drinking or drug use make it difficult for you to stay housed or afford your housing? ☐ Y ☐ N ☐ Refused

IF "YES" TO ANY OF THE ABOVE, THEN SCORE 1 FOR SUBSTANCE USE.

SCORE:

23. Have you ever had trouble maintaining your housing, or been kicked out of an apartment, shelter program or other place you were staying, because of:
- a) A mental health issue or concern? ☐ Y ☐ N ☐ Refused
- b) A past head injury? ☐ Y ☐ N ☐ Refused
- c) A learning disability, developmental disability, or other impairment? ☐ Y ☐ N ☐ Refused
24. Do you have any mental health or brain issues that would make it hard for you to live independently because you'd need help? ☐ Y ☐ N ☐ Refused

IF "YES" TO ANY OF THE ABOVE, THEN SCORE 1 FOR MENTAL HEALTH.

SCORE:

IF THE RESPONDENT SCORED 1 FOR PHYSICAL HEALTH AND 1 FOR SUBSTANCE USE AND 1 FOR MENTAL HEALTH, SCORE 1 FOR TRI-MORBIDITY.

SCORE:

## VULNERABILITY INDEX - SERVICE PRIORITIZATION DECISION ASSISTANCE TOOL (VI-SPDAT)

SINGLE ADULTS

AMERICAN VERSION 2.0

25. Are there any medications that a doctor said you should be taking that, for whatever reason, you are not taking? ☐ Y ☐ N ☐ Refused

26. Are there any medications like painkillers that you don't take the way the doctor prescribed or where you sell the medication? ☐ Y ☐ N ☐ Refused

IF "YES" TO ANY OF THE ABOVE, SCORE 1 FOR MEDICATIONS.

SCORE:

27. YES OR NO: Has your current period of homelessness been caused by an experience of emotional, physical, psychological, sexual, or other type of abuse, or by any other trauma you have experienced? ☐ Y ☐ N ☐ Refused

IF "YES", SCORE 1 FOR ABUSE AND TRAUMA.

SCORE:

## Scoring Summary

DOMAIN	SUBTOTAL	RESULTS
PRE-SURVEY	/1	<b>Score: Recommendation:</b> 0-3: no housing intervention 4-7: an assessment for Rapid Re-Housing 8+: an assessment for Permanent Supportive Housing/Housing First
A. HISTORY OF HOUSING & HOMELESSNESS	/2	
B. RISKS	/4	
C. SOCIALIZATION & DAILY FUNCTIONS	/4	
D. WELLNESS	/6	
<b>GRAND TOTAL:</b>	<b>/17</b>	

## Follow-Up Questions

On a regular day, where is it easiest to find you and what time of day is easiest to do so?	place: _____ time: ____ : ____ or Morning/Afternoon/Evening/Night
Is there a phone number and/or email where someone can safely get in touch with you or leave you a message?	phone: (____) _____ - _____ email: _____
Ok, now I'd like to take your picture so that it is easier to find you and confirm your identity in the future. May I do so?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Refused

Communities are encouraged to think of additional questions that may be relevant to the programs being operated or your specific local context. This may include questions related to:

- military service and nature of discharge
- ageing out of care
- mobility issues
- legal status in country
- income and source of it
- current restrictions on where a person can legally reside
- children that may reside with the adult at some point in the future
- safety planning



## Appendix F

### VULNERABILITY INDEX - SERVICE PRIORITIZATION DECISION ASSISTANCE TOOL (VI-SPDAT)

FAMILIES

AMERICAN VERSION 2.0

### Administration

<b>Interviewer's Name</b>	<b>Agency</b>	<input type="checkbox"/> Team <input type="checkbox"/> Staff <input type="checkbox"/> Volunteer
<b>Survey Date</b> DD/MM/YYYY ____/____/____	<b>Survey Time</b> ____:____ AM/PM	<b>Survey Location</b> _____

### Opening Script

Every assessor in your community regardless of organization completing the VI-SPDAT should use the same introductory script. In that script you should highlight the following information:

- the name of the assessor and their affiliation (organization that employs them, volunteer as part of a Point in Time Count, etc.)
- the purpose of the VI-SPDAT being completed
- that it usually takes less than 7 minutes to complete
- that only "Yes," "No," or one-word answers are being sought
- that any question can be skipped or refused
- where the information is going to be stored
- that if the participant does not understand a question that clarification can be provided
- the importance of relaying accurate information to the assessor and not feeling that there is a correct or preferred answer that they need to provide, nor information they need to conceal

### Basic Information

<b>PARENT 1</b>	<b>First Name</b>	<b>Nickname</b>	<b>Last Name</b>
	In what language do you feel best able to express yourself? _____		
	<b>Date of Birth</b> DD/MM/YYYY ____/____/____	<b>Age</b>	<b>Social Security Number</b>
	<b>Consent to participate</b> <input type="checkbox"/> Yes <input type="checkbox"/> No		
<b>PARENT 2</b>	<input type="checkbox"/> No second parent currently part of the household		
	<b>First Name</b>	<b>Nickname</b>	<b>Last Name</b>
	In what language do you feel best able to express yourself? _____		
	<b>Date of Birth</b> DD/MM/YYYY ____/____/____	<b>Age</b>	<b>Social Security Number</b>
<b>Consent to participate</b> <input type="checkbox"/> Yes <input type="checkbox"/> No			
IF EITHER HEAD OF HOUSEHOLD IS 60 YEARS OF AGE OR OLDER, THEN SCORE 1.			<b>SCORE:</b> <input type="text"/>

## VULNERABILITY INDEX - SERVICE PRIORITIZATION DECISION ASSISTANCE TOOL (VI-SPDAT)

FAMILIES

AMERICAN VERSION 2.0

## Children

1. How many children under the age of 18 are currently with you? \_\_\_\_\_ ☐ Refused
2. How many children under the age of 18 are not currently with your family, but you have reason to believe they will be joining you when you get housed? \_\_\_\_\_ ☐ Refused
3. **IF HOUSEHOLD INCLUDES A FEMALE:** Is any member of the family currently pregnant? ☐ Y ☐ N ☐ Refused
4. Please provide a list of children's names and ages:

First Name	Last Name	Age	Date of Birth
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

IF THERE IS A SINGLE PARENT WITH 2+ CHILDREN, AND/OR A CHILD AGED 11 OR YOUNGER, AND/OR A CURRENT PREGNANCY, THEN SCORE 1 FOR **FAMILY SIZE**.

SCORE:

IF THERE ARE TWO PARENTS WITH 3+ CHILDREN, AND/OR A CHILD AGED 6 OR YOUNGER, AND/OR A CURRENT PREGNANCY, THEN SCORE 1 FOR **FAMILY SIZE**.

## A. History of Housing and Homelessness

5. Where do you and your family sleep most frequently? (check one)
  - ☐ Shelters
  - ☐ Transitional Housing
  - ☐ Safe Haven
  - ☐ **Outdoors**
  - ☐ **Other (specify):** \_\_\_\_\_
  - ☐ **Refused**

IF THE PERSON ANSWERS ANYTHING OTHER THAN "SHELTER", "TRANSITIONAL HOUSING", OR "SAFE HAVEN", THEN SCORE 1.

SCORE:

6. How long has it been since you and your family lived in permanent stable housing? \_\_\_\_\_ ☐ Refused
7. In the last three years, how many times have you and your family been homeless? \_\_\_\_\_ ☐ Refused

IF THE FAMILY HAS EXPERIENCED 1 OR MORE CONSECUTIVE YEARS OF HOMELESSNESS, AND/OR 4+ EPISODES OF HOMELESSNESS, THEN SCORE 1.

SCORE:

## VULNERABILITY INDEX – SERVICE PRIORITIZATION DECISION ASSISTANCE TOOL (VI-SPDAT)

FAMILIES

AMERICAN VERSION 2.0

**B. Risks**

8. In the past six months, how many times have you or anyone in your family...

- a) Received health care at an emergency department/room? ☐ ☐ Refused
- b) Taken an ambulance to the hospital? ☐ ☐ Refused
- c) Been hospitalized as an inpatient? ☐ ☐ Refused
- d) Used a crisis service, including sexual assault crisis, mental health crisis, family/intimate violence, distress centers and suicide prevention hotlines? ☐ ☐ Refused
- e) Talked to police because they witnessed a crime, were the victim of a crime, or the alleged perpetrator of a crime or because the police told them that they must move along? ☐ ☐ Refused
- f) Stayed one or more nights in a holding cell, jail or prison, whether that was a short-term stay like the drunk tank, a longer stay for a more serious offence, or anything in between? ☐ ☐ Refused

IF THE TOTAL NUMBER OF INTERACTIONS EQUALS 4 OR MORE, THEN SCORE 1 FOR EMERGENCY SERVICE USE.

SCORE:

9. Have you or anyone in your family been attacked or beaten up since they've become homeless? ☐ Y ☐ N ☐ Refused
10. Have you or anyone in your family threatened to or tried to harm themselves or anyone else in the last year? ☐ Y ☐ N ☐ Refused

IF "YES" TO ANY OF THE ABOVE, THEN SCORE 1 FOR RISK OF HARM.

SCORE:

11. Do you or anyone in your family have any legal stuff going on right now that may result in them being locked up, having to pay fines, or that make it more difficult to rent a place to live? ☐ Y ☐ N ☐ Refused

IF "YES," THEN SCORE 1 FOR LEGAL ISSUES.

SCORE:

12. Does anybody force or trick you or anyone in your family to do things that you do not want to do? ☐ Y ☐ N ☐ Refused
13. Do you or anyone in your family ever do things that may be considered to be risky like exchange sex for money, run drugs for someone, have unprotected sex with someone they don't know, share a needle, or anything like that? ☐ Y ☐ N ☐ Refused

IF "YES" TO ANY OF THE ABOVE, THEN SCORE 1 FOR RISK OF EXPLOITATION.

SCORE:

## VULNERABILITY INDEX - SERVICE PRIORITIZATION DECISION ASSISTANCE TOOL (VI-SPDAT)

FAMILIES

AMERICAN VERSION 2.0

## C. Socialization & Daily Functioning

14. Is there any person, past landlord, business, bookie, dealer, or government group like the IRS that thinks you or anyone in your family owe them money? ☐ Y ☐ N ☐ Refused

15. Do you or anyone in your family get any money from the government, a pension, an inheritance, working under the table, a regular job, or anything like that? ☐ Y ☒ N ☐ Refused

IF "YES" TO QUESTION 14 OR "NO" TO QUESTION 15, THEN SCORE 1 FOR **MONEY MANAGEMENT**.

SCORE:

16. Does everyone in your family have planned activities, other than just surviving, that make them feel happy and fulfilled? ☐ Y ☒ N ☐ Refused

IF "NO," THEN SCORE 1 FOR **MEANINGFUL DAILY ACTIVITY**.

SCORE:

17. Is everyone in your family currently able to take care of basic needs like bathing, changing clothes, using a restroom, getting food and clean water and other things like that? ☐ Y ☒ N ☐ Refused

IF "NO," THEN SCORE 1 FOR **SELF-CARE**.

SCORE:

18. Is your family's current homelessness in any way caused by a relationship that broke down, an unhealthy or abusive relationship, or because other family or friends caused your family to become evicted? ☐ Y ☐ N ☐ Refused

IF "YES," THEN SCORE 1 FOR **SOCIAL RELATIONSHIPS**.

SCORE:

## D. Wellness

19. Has your family ever had to leave an apartment, shelter program, or other place you were staying because of the physical health of you or anyone in your family? ☐ Y ☐ N ☐ Refused

20. Do you or anyone in your family have any chronic health issues with your liver, kidneys, stomach, lungs or heart? ☐ Y ☐ N ☐ Refused

21. If there was space available in a program that specifically assists people that live with HIV or AIDS, would that be of interest to you or anyone in your family? ☐ Y ☐ N ☐ Refused

22. Does anyone in your family have any physical disabilities that would limit the type of housing you could access, or would make it hard to live independently because you'd need help? ☐ Y ☐ N ☐ Refused

23. When someone in your family is sick or not feeling well, does your family avoid getting medical help? ☐ Y ☐ N ☐ Refused

IF "YES" TO ANY OF THE ABOVE, THEN SCORE 1 FOR **PHYSICAL HEALTH**.

SCORE:

## VULNERABILITY INDEX - SERVICE PRIORITIZATION DECISION ASSISTANCE TOOL (VI-SPDAT)

FAMILIES

AMERICAN VERSION 2.0

24. Has drinking or drug use by you or anyone in your family led your family to being kicked out of an apartment or program where you were staying in the past? ☐ Y ☐ N ☐ Refused

25. Will drinking or drug use make it difficult for your family to stay housed or afford your housing? ☐ Y ☐ N ☐ Refused

IF "YES" TO ANY OF THE ABOVE, THEN SCORE 1 FOR **SUBSTANCE USE**.

SCORE:

26. Has your family ever had trouble maintaining your housing, or been kicked out of an apartment, shelter program or other place you were staying, because of:

a) A mental health issue or concern? ☐ Y ☐ N ☐ Refused

b) A past head injury? ☐ Y ☐ N ☐ Refused

c) A learning disability, developmental disability, or other impairment? ☐ Y ☐ N ☐ Refused

27. Do you or anyone in your family have any mental health or brain issues that would make it hard for your family to live independently because help would be needed? ☐ Y ☐ N ☐ Refused

IF "YES" TO ANY OF THE ABOVE, THEN SCORE 1 FOR **MENTAL HEALTH**.

SCORE:

28. IF THE FAMILY SCORED 1 EACH FOR PHYSICAL HEALTH, SUBSTANCE USE, AND MENTAL HEALTH: Does any single member of your household have a medical condition, mental health concerns, and experience with problematic substance use? ☐ Y ☐ N ☐ N/A or Refused

IF "YES", SCORE 1 FOR **TRI-MORBIDITY**.

SCORE:

29. Are there any medications that a doctor said you or anyone in your family should be taking that, for whatever reason, they are not taking? ☐ Y ☐ N ☐ Refused

30. Are there any medications like painkillers that you or anyone in your family don't take the way the doctor prescribed or where they sell the medication? ☐ Y ☐ N ☐ Refused

IF "YES" TO ANY OF THE ABOVE, SCORE 1 FOR **MEDICATIONS**.

SCORE:

31. YES OR NO: Has your family's current period of homelessness been caused by an experience of emotional, physical, psychological, sexual, or other type of abuse, or by any other trauma you or anyone in your family have experienced? ☐ Y ☐ N ☐ Refused

IF "YES", SCORE 1 FOR **ABUSE AND TRAUMA**.

SCORE:



## VULNERABILITY INDEX - SERVICE PRIORITIZATION DECISION ASSISTANCE TOOL (VI-SPDAT)

FAMILIES

AMERICAN VERSION 2.0

## E. Family Unit

32. Are there any children that have been removed from the family by a child protection service within the last 180 days? ☐ Y ☐ N ☐ Refused

33. Do you have any family legal issues that are being resolved in court or need to be resolved in court that would impact your housing or who may live within your housing? ☐ Y ☐ N ☐ Refused

IF "YES" TO ANY OF THE ABOVE, SCORE 1 FOR FAMILY LEGAL ISSUES.

SCORE:

34. In the last 180 days have any children lived with family or friends because of your homelessness or housing situation? ☐ Y ☐ N ☐ Refused

35. Has any child in the family experienced abuse or trauma in the last 180 days? ☐ Y ☐ N ☐ Refused

36. IF THERE ARE SCHOOL-AGED CHILDREN: Do your children attend school more often than not each week? ☐ Y ☐ N ☐ N/A or Refused

IF "YES" TO ANY OF QUESTIONS 34 OR 35, OR "NO" TO QUESTION 36, SCORE 1 FOR NEEDS OF CHILDREN.

SCORE:

37. Have the members of your family changed in the last 180 days, due to things like divorce, your kids coming back to live with you, someone leaving for military service or incarceration, a relative moving in, or anything like that? ☐ Y ☐ N ☐ Refused

38. Do you anticipate any other adults or children coming to live with you within the first 180 days of being housed? ☐ Y ☐ N ☐ Refused

IF "YES" TO ANY OF THE ABOVE, SCORE 1 FOR FAMILY STABILITY.

SCORE:

39. Do you have two or more planned activities each week as a family such as outings to the park, going to the library, visiting other family, watching a family movie, or anything like that? ☐ Y ☐ N ☐ Refused

40. After school, or on weekends or days when there isn't school, is the total time children spend each day where there is no interaction with you or another responsible adult...

a) 3 or more hours per day for children aged 13 or older? ☐ Y ☐ N ☐ Refused

b) 2 or more hours per day for children aged 12 or younger? ☐ Y ☐ N ☐ Refused

41. IF THERE ARE CHILDREN BOTH 12 AND UNDER & 13 AND OVER: Do your older kids spend 2 or more hours on a typical day helping their younger sibling(s) with things like getting ready for school, helping with homework, making them dinner, bathing them, or anything like that? ☐ Y ☐ N ☐ N/A or Refused

IF "NO" TO QUESTION 39, OR "YES" TO ANY OF QUESTIONS 40 OR 41, SCORE 1 FOR PARENTAL ENGAGEMENT.

SCORE:



## VULNERABILITY INDEX - SERVICE PRIORITIZATION DECISION ASSISTANCE TOOL (VI-SPDAT)

FAMILIES

AMERICAN VERSION 2.0

## Scoring Summary

DOMAIN	SUBTOTAL	RESULTS
PRE-SURVEY	/2	<b>Score: Recommendation:</b> 0-3 no housing intervention 4-8 an assessment for Rapid Re-Housing 9+ an assessment for Permanent Supportive Housing/Housing First
A. HISTORY OF HOUSING & HOMELESSNESS	/2	
B. RISKS	/4	
C. SOCIALIZATION & DAILY FUNCTIONS	/4	
D. WELLNESS	/6	
E. FAMILY UNIT	/4	
<b>GRAND TOTAL:</b>	<b>/22</b>	

## Follow-Up Questions

<b>On a regular day, where is it easiest to find you and what time of day is easiest to do so?</b>	place: _____
	time: ____ : ____ or Morning/Afternoon/Evening/Night
<b>Is there a phone number and/or email where someone can safely get in touch with you or leave you a message?</b>	phone: (____) _____ - _____
	email: _____
<b>Ok, now I'd like to take your picture so that it is easier to find you and confirm your identity in the future. May I do so?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Refused

Communities are encouraged to think of additional questions that may be relevant to the programs being operated or your specific local context. This may include questions related to:

- military service and nature of discharge
- ageing out of care
- mobility issues
- legal status in country
- income and source of it
- current restrictions on where a person can legally reside
- children that may reside with the adult at some point in the future
- safety planning

## Appendix G

### NEXT STEP TOOL FOR HOMELESS YOUTH

SINGLE YOUTH

AMERICAN VERSION 1.0

### Administration

<b>Interviewer's Name</b> _____	<b>Agency</b> _____	<input type="radio"/> Team <input type="radio"/> Staff <input type="radio"/> Volunteer
<b>Survey Date</b> DD/MM/YYYY ____/____/____	<b>Survey Time</b> ____:____	<b>Survey Location</b> _____

### Opening Script

Every assessor in your community regardless of organization completing the VI-SPDAT should use the same introductory script. In that script you should highlight the following information:

- the name of the assessor and their affiliation (organization that employs them, volunteer as part of a Point in Time Count, etc.)
- the purpose of the VI-SPDAT being completed
- that it usually takes less than 7 minutes to complete
- that only "Yes," "No," or one-word answers are being sought
- that any question can be skipped or refused
- where the information is going to be stored
- that if the participant does not understand a question that clarification can be provided
- the importance of relaying accurate information to the assessor and not feeling that there is a correct or preferred answer that they need to provide, nor information they need to conceal

### Basic Information

<b>First Name</b> _____	<b>Nickname</b> _____	<b>Last Name</b> _____
<b>In what language do you feel best able to express yourself?</b> _____		
<b>Date of Birth</b> DD/MM/YYYY ____/____/____	<b>Age</b> _____	<b>Social Security Number</b> _____
		<b>Consent to participate</b> <input type="radio"/> Yes <input type="radio"/> No

IF THE PERSON IS 17 YEARS OF AGE OR LESS, THEN SCORE 1.

**SCORE:**

1
---

## NEXT STEP TOOL FOR HOMELESS YOUTH

SINGLE YOUTH

AMERICAN VERSION 1.0

## A. History of Housing and Homelessness

1. Where do you sleep most frequently? (check one)

- ☐ Shelters      ☐ Couch surfing      ☐ Other (specify): \_\_\_\_\_  
☐ Transitional Housing      ☐ Outdoors  
☐ Safe Haven      ☐ Refused

IF THE PERSON ANSWERS ANYTHING OTHER THAN "SHELTER", "TRANSITIONAL HOUSING", OR "SAFE HAVEN", THEN SCORE 1.

SCORE:

0

2. How long has it been since you lived in permanent stable housing? \_\_\_\_\_ Years ☐ Refused

3. In the last three years, how many times have you been homeless? \_\_\_\_\_ ☐ Refused

IF THE PERSON HAS EXPERIENCED 1 OR MORE CONSECUTIVE YEARS OF HOMELESSNESS, AND/OR 4+ EPISODES OF HOMELESSNESS, THEN SCORE 1.

SCORE:

0

## B. Risks

4. In the past six months, how many times have you...

- a) Received health care at an emergency department/room? \_\_\_\_\_ ☐ Refused  
 b) Taken an ambulance to the hospital? \_\_\_\_\_ ☐ Refused  
 c) Been hospitalized as an inpatient? \_\_\_\_\_ ☐ Refused  
 d) Used a crisis service, including sexual assault crisis, mental health crisis, family/intimate violence, distress centers and suicide prevention hotlines? \_\_\_\_\_ ☐ Refused  
 e) Talked to police because you witnessed a crime, were the victim of a crime, or the alleged perpetrator of a crime or because the police told you that you must move along? \_\_\_\_\_ ☐ Refused  
 f) Stayed one or more nights in a holding cell, jail, prison or juvenile detention, whether it was a short-term stay like the drunk tank, a longer stay for a more serious offence, or anything in between? \_\_\_\_\_ ☐ Refused

IF THE TOTAL NUMBER OF INTERACTIONS EQUALS 4 OR MORE, THEN SCORE 1 FOR EMERGENCY SERVICE USE.

SCORE:

0

5. Have you been attacked or beaten up since you've become homeless? ☐ Y ☐ N ☐ Refused

6. Have you threatened to or tried to harm yourself or anyone else in the last year? ☐ Y ☐ N ☐ Refused

IF "YES" TO ANY OF THE ABOVE, THEN SCORE 1 FOR RISK OF HARM.

SCORE:

0

## NEXT STEP TOOL FOR HOMELESS YOUTH

SINGLE YOUTH

AMERICAN VERSION 1.0

7. Do you have any legal stuff going on right now that may result in you being locked up, having to pay fines, or that make it more difficult to rent a place to live? ☐ Y ☐ N ☐ Refused

8. Were you ever incarcerated when younger than age 18? ☐ Y ☐ N ☐ Refused

IF "YES" TO ANY OF THE ABOVE, THEN SCORE 1 FOR **LEGAL ISSUES**.

SCORE:

0

9. Does anybody force or trick you to do things that you do not want to do? ☐ Y ☐ N ☐ Refused

10. Do you ever do things that may be considered to be risky like exchange sex for money, food, drugs, or a place to stay, run drugs for someone, have unprotected sex with someone you don't know, share a needle, or anything like that? ☐ Y ☐ N ☐ Refused

IF "YES" TO ANY OF THE ABOVE, THEN SCORE 1 FOR **RISK OF EXPLOITATION**.

SCORE:

0

### C. Socialization & Daily Functioning

11. Is there any person, past landlord, business, bookie, dealer, or government group like the IRS that thinks you owe them money? ☐ Y ☐ N ☐ Refused

12. Do you get any money from the government, an inheritance, an allowance, working under the table, a regular job, or anything like that? ☐ Y ☐ N ☐ Refused

IF "YES" TO QUESTION 11 OR "NO" TO QUESTION 12, THEN SCORE 1 FOR **MONEY MANAGEMENT**.

SCORE:

0

13. Do you have planned activities, other than just surviving, that make you feel happy and fulfilled? ☐ Y ☐ N ☐ Refused

IF "NO," THEN SCORE 1 FOR **MEANINGFUL DAILY ACTIVITY**.

SCORE:

0

14. Are you currently able to take care of basic needs like bathing, changing clothes, using a restroom, getting food and clean water and other things like that? ☐ Y ☐ N ☐ Refused

IF "NO," THEN SCORE 1 FOR **SELF-CARE**.

SCORE:

0

## NEXT STEP TOOL FOR HOMELESS YOUTH

SINGLE YOUTH

AMERICAN VERSION 1.0

15. Is your current lack of stable housing...

- a) Because you ran away from your family home, a group home or a foster home? ☐ Y ☐ N ☐ Refused
- b) Because of a difference in religious or cultural beliefs from your parents, guardians or caregivers? ☐ Y ☐ N ☐ Refused
- c) Because your family or friends caused you to become homeless? ☐ Y ☐ N ☐ Refused
- d) Because of conflicts around gender identity or sexual orientation? ☐ Y ☐ N ☐ Refused

IF "YES" TO ANY OF THE ABOVE, THEN SCORE 1 FOR SOCIAL RELATIONSHIPS.

SCORE:

0

- e) Because of violence at home between family members? ☐ Y ☐ N ☐ Refused
- f) Because of an unhealthy or abusive relationship, either at home or elsewhere? ☐ Y ☐ N ☐ Refused

IF "YES" TO ANY OF THE ABOVE, THEN SCORE 1 FOR ABUSE/TRAUMA.

SCORE:

0

## D. Wellness

16. Have you ever had to leave an apartment, shelter program, or other place you were staying because of your physical health? ☐ Y ☐ N ☐ Refused
17. Do you have any chronic health issues with your liver, kidneys, stomach, lungs or heart? ☐ Y ☐ N ☐ Refused
18. If there was space available in a program that specifically assists people that live with HIV or AIDS, would that be of interest to you? ☐ Y ☐ N ☐ Refused
19. Do you have any physical disabilities that would limit the type of housing you could access, or would make it hard to live independently because you'd need help? ☐ Y ☐ N ☐ Refused
20. When you are sick or not feeling well, do you avoid getting medical help? ☐ Y ☐ N ☐ Refused
21. Are you currently pregnant, have you ever been pregnant, or have you ever gotten someone pregnant? ☐ Y ☐ N ☐ Refused

IF "YES" TO ANY OF THE ABOVE, THEN SCORE 1 FOR PHYSICAL HEALTH.

SCORE:

0



## NEXT STEP TOOL FOR HOMELESS YOUTH

SINGLE YOUTH

AMERICAN VERSION 1.0

22. Has your drinking or drug use led you to being kicked out of an apartment or program where you were staying in the past? ☒ Y ☐ N ☐ Refused
23. Will drinking or drug use make it difficult for you to stay housed or afford your housing? ☒ Y ☐ N ☐ Refused
24. If you've ever used marijuana, did you ever try it at age 12 or younger? ☒ Y ☐ N ☐ Refused

IF "YES" TO ANY OF THE ABOVE, THEN SCORE 1 FOR **SUBSTANCE USE**.

SCORE:

0

25. Have you ever had trouble maintaining your housing, or been kicked out of an apartment, shelter program or other place you were staying, because of:

- a) A mental health issue or concern? ☒ Y ☐ N ☐ Refused
- b) A past head injury? ☒ Y ☐ N ☐ Refused
- c) A learning disability, developmental disability, or other impairment? ☒ Y ☐ N ☐ Refused

26. Do you have any mental health or brain issues that would make it hard for you to live independently because you'd need help? ☒ Y ☐ N ☐ Refused

IF "YES" TO ANY OF THE ABOVE, THEN SCORE 1 FOR **MENTAL HEALTH**.

SCORE:

0

IF THE RESPONDENT SCORED 1 FOR **PHYSICAL HEALTH** AND 1 FOR **SUBSTANCE USE** AND 1 FOR **MENTAL HEALTH**, SCORE 1 FOR **TRI-MORBIDITY**.

SCORE:

0

27. Are there any medications that a doctor said you should be taking that, for whatever reason, you are not taking? ☒ Y ☐ N ☐ Refused
28. Are there any medications like painkillers that you don't take the way the doctor prescribed or where you sell the medication? ☒ Y ☐ N ☐ Refused

IF "YES" TO ANY OF THE ABOVE, SCORE 1 FOR **MEDICATIONS**.

SCORE:

0

## Scoring Summary

DOMAIN	SUBTOTAL	RESULTS
PRE-SURVEY	1 /1	<b>Score: Recommendation:</b>  0-3: no moderate or high intensity services be provided at this time  4-7: assessment for time-limited supports with moderate intensity  8+: assessment for long-term housing with high service intensity
A. HISTORY OF HOUSING & HOMELESSNESS	0 /2	
B. RISKS	0 /4	
C. SOCIALIZATION & DAILY FUNCTIONS	0 /4	
D. WELLNESS	0 /6	
<b>GRAND TOTAL:</b>	1 /17	



## NEXT STEP TOOL FOR HOMELESS YOUTH

SINGLE YOUTH

AMERICAN VERSION 1.0

## Follow-Up Questions

<b>On a regular day, where is it easiest to find you and what time of day is easiest to do so?</b>	place: _____
	time: ____ : ____ or Night
<b>Is there a phone number and/or email where someone can get in touch with you or leave you a message?</b>	phone: (____) _____ - _____
	email: _____
<b>Ok, now I'd like to take your picture so that it is easier to find you and confirm your identity in the future. May I do so?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Refused

Communities are encouraged to think of additional questions that may be relevant to the programs being operated or your specific local context. This may include questions related to:

- military service and nature of discharge
- ageing out of care
- mobility issues
- legal status in country
- income and source of it
- current restrictions on where a person can legally reside
- children that may reside with the youth at some point in the future
- safety planning

## Appendix H

### Coordinated Entry: BoS, Dane, and Racine How to: Referral to Homeless Priority List (▶▶)



#### Homeless Prioritization List Referral Workflow

This workflow and training is for users who are required to make referrals to the Coordinated Entry Homeless Priority List. This training covers the HMIS related workflow to make a referral to the Priority List.

#### Things to Remember:

*Each HUD recognized CoC has distinct policies and procedures related to making referrals to the Priority List. Please contact the Coordinated Entry representative in your area for information on the CE Policy and Procedures for your CoC.*

#### Workflow:

1. Enter Data As to the Project your agency uses for Coordinated Entry referrals
2. Backdate to the date of the referral
3. Search for and enter the Head of Household's file
  - a. If client does not exist in HMIS, follow the HMIS rules related to creating a New Client in the system
4. Click the Assessments Tab
5. Select the correct Coordinated Entry Assessment
6. Enter the Coordinated Entry Assessment information, including the associated VI SPDAT
7. Click Service Transactions
8. Add Referral
  - a. Add Term from Service Code Quicklist
  - b. Add Provider from Referral Provider Quicklist
  - c. Add corresponding VI SPDAT Score
  - d. Add Projected Follow Up Date
  - e. Add Follow Up User
  - f. Ensure Referral box is selected
  - g. Click "Save All"

## Appendix I

### WI BOS Coordinated Entry Prevention Prioritization Assessment

Please answer these questions for the Head of Household, or if it is 2 or more adults without dependent children, do the assessment with each and do a referral for each person. This assessment must be completed in ServicePoint. See an example of how to fill the assessment out below:

Example:

1. Annual HH Gross income amount?	<input type="checkbox"/> 0-14% AMI <input checked="" type="checkbox"/> 15-30% AMI <input type="checkbox"/> More than 30% AMI	<input type="checkbox"/> 2 <input checked="" type="checkbox"/> 1 <input type="checkbox"/> 0
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### Prevention Prioritization Assessment

Interviewer's Name		
Agency's Full Name		
Job Title at Agency		
Today's Date (Date of Interview)		
Prioritization Assessment Questions	Prioritization Assessment Answers	Points/Scoring
1. Annual HH Gross income amount?	<input type="checkbox"/> 0-14% AMI <input checked="" type="checkbox"/> 15-30% AMI <input type="checkbox"/> More than 30% AMI	<input type="checkbox"/> 2 <input checked="" type="checkbox"/> 1 <input type="checkbox"/> 0
2. What is the last grade of school you completed?	<input type="checkbox"/> Less than high school <input type="checkbox"/> Some high school <input type="checkbox"/> High school diploma/GED <input type="checkbox"/> Some College <input type="checkbox"/> Technical degree <input type="checkbox"/> College Degree 2 yrs <input type="checkbox"/> College degree 4 yrs <input type="checkbox"/> Post graduate <input type="checkbox"/> Other	<input type="checkbox"/> 2 <input type="checkbox"/> 2 <input type="checkbox"/> 1 <input type="checkbox"/> 0 <input type="checkbox"/> 0 <input type="checkbox"/> 0 <input type="checkbox"/> 0 <input type="checkbox"/> 0 <input type="checkbox"/> 0
3. At least one dependent child under age 6	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> 3 <input type="checkbox"/> 0
4. Single Parent with minor child(ren)	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> 3 <input type="checkbox"/> 0
5. Household size of 5 or more?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> 3 <input type="checkbox"/> 0

6. Pregnant?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> 1 <input type="checkbox"/> 0
7. Does Client have disabling condition?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> 3 <input type="checkbox"/> 0
8. Number of times the client has been on the streets, in Emergency Shelter or Safe Haven in the past 3 years including today?	<input type="checkbox"/> 4+ <input type="checkbox"/> 3 <input type="checkbox"/> 2 <input type="checkbox"/> 1 <input type="checkbox"/> Never	<input type="checkbox"/> 3 <input type="checkbox"/> 2 <input type="checkbox"/> 2 <input type="checkbox"/> 1 <input type="checkbox"/> 0
9. Total number of months homeless in the past 3 years	<input type="checkbox"/> Less than a month <input type="checkbox"/> 1 month <input type="checkbox"/> 2-5 months <input type="checkbox"/> 6+	<input type="checkbox"/> 0 <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3
10. Number of time you have had to move because of economic factors in the last 2 years?	<input type="checkbox"/> 0 <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4+	<input type="checkbox"/> 0 <input type="checkbox"/> 0 <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3
11. Court ordered rental evictions on your record within the past 3 years?	<input type="checkbox"/> 4 or more <input type="checkbox"/> 2-3 <input type="checkbox"/> 1 <input type="checkbox"/> No prior evictions	<input type="checkbox"/> 3 <input type="checkbox"/> 2 <input type="checkbox"/> 1 <input type="checkbox"/> 0
12. Domestic violence victim/survivor	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> 1 <input type="checkbox"/> 0
13. If Yes, Currently fleeing	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> 2 <input type="checkbox"/> 0
14. Criminal record for arson, drug dealing or manufacture, or felony offense against persons or property?*	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> 3 <input type="checkbox"/> 0
*Convictions		
15. Registered Sex Offender	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> 3 <input type="checkbox"/> 0
16. Means of Transportation	<input type="checkbox"/> Automobile <input type="checkbox"/> Bus <input type="checkbox"/> Bicycle <input type="checkbox"/> Friend/Family <input type="checkbox"/> Scooter/motorcycle <input type="checkbox"/> Taxi <input type="checkbox"/> Other <input type="checkbox"/> No transportation	<input type="checkbox"/> 0 <input type="checkbox"/> 0 <input type="checkbox"/> 0 <input type="checkbox"/> 1 <input type="checkbox"/> 0 <input type="checkbox"/> 0 <input type="checkbox"/> 0 <input type="checkbox"/> 2
<b>Total Points</b> (Sum of questions answered above)		

## Appendix J



### SSO for CE staff Getting Started

#### Step 1

If you are new to the position, please do the following as soon as possible:

- Connect with Ryan Graham the WI BOSCOC Coordinated Entry System Specialist to make sure he has all of your contact information and can add you to all SSO for CE group correspondences.

**Phone: (715) 225-0164**

**Email: [Ryan.graham@wibos.org](mailto:Ryan.graham@wibos.org)**

- Take HMIS trainings and do assigned homework in order to receive your HMIS license and ART license.

**1) Complete the New User Training Series to obtain your HMIS user license (found [here](#))**

**2) Watch the “ART: Basic How To” training video to obtain your ART license (found [here](#))**

- Take the VI-SPDAT training located on the wiboscoc.org website under the Coordinated Entry page. (The end of the training will take you to a link to take a quiz. That link is no longer active. Please send Ryan Graham an email seeking confirmation of your attendance of this training to [ryan.graham@wibos.org](mailto:ryan.graham@wibos.org). Once confirmation is received, you are all set to begin administering the VI-SPDAT.)

#### **VI-SPDAT Version 2 Training**

- Most of you will be the Non-HMIS list holder for your coalition. In order for this to occur, you must attend the following trainings located on the wiboscoc.org website under the Coordinated Entry page:

**1) DLA & LH training**

**2) List holder/DLA Training: Managing the Non-WISP list**

**3) Non-WISP referral form training**

**4) Working Together: WISP & Non-WISP Prioritization List**

**5) Managing the Non-WISP prioritization list**

- After all the Non-HMIS trainings have been completed, be sure to connect with Ryan Graham to get access to the Non-HMIS prioritization list. He will need an email. (preferably a gmail email as this is a google doc and will often help to load faster.)

**This has already been set up. Please utilize the following login and password to gain access to the non-WISP list:**

**Login: [COA.CoordinatedEntry@gmail.com](mailto:COA.CoordinatedEntry@gmail.com)**

**Password: FoxCitiesCE123!**

- Read and become familiar with the WI BOS CE policy and Procedure manual 2.0 and its appendixes located on the wiboscoc.org website under the Coordinated Entry page.
  - 1) Coordinated Entry Policies & Procedures 2.0 manual**
  - 2) Appendices A through S**
  - 3) Grievance Policies & Procedures (as well as waiver checklist, application, policy)**
  - 4) Coordinated Entry Process Documents, including**
    - a. BOS Pre-Screen Form**
    - b. Prevention Prioritization assessment**
    - c. VI SPDAT score report**
    - d. VI-F-SPDAT 2.0**
    - e. TAY-VISPDAT**
    - f. VI SPDAT 2.0**
  - 5) Marketing Materials (No Wrong Door business cards, flyers, and brochures)**
  - 6) PSH, RRH, TH Program Standards**
- Please read and sign the Staff Participation Agreement located on the wiboscoc.org website under the coordinated entry page. Once signed email a copy to [ryan.graham@wibos.org](mailto:ryan.graham@wibos.org).  
**This can be found under Appendix B of the Coordinated Entry Policies & Procedures 2.0**

The above items should be done immediately as it will provide context for everything we will be discussing here on out.

## Step 2

- Take the CE 101 training series located on the wiboscoc.org website under the Coordinated Entry page. This training consists of 6 trainings divided up into smaller components.
  - Introduction to Coordinated Entry**
  - CE 101- Access**
  - CE 101- Assessment**
  - CE 101- Referral**
    - Watch the “Coordinated Entry: BoS, Dane, and Racine How to: Referral to Homeless Priority List” video on ICA’s website (found [here](#))**
  - CE 101- Follow Up**
  - CE 101- Prioritization & Project Enrollment**
- Take the Coordinated Entry Prevention training located on the wiboscoc.org website under the Coordinated Entry page.
  - PPT slides are also available**
  - Watch the “Coordinated Entry: BoS Prevention” video on ICA’s website (found [here](#))**
- Take the ICA Balance of State PSH Prioritization List training located on the wiboscoc.org website under the Coordinated Entry page.



**PPT slides are also available**

- Take the Coordinated Entry – Shelter Implementation training located on the wiboscoc.org website under the Coordinated Entry page.

**PPT slides are also available**

- Additional ICA trainings to watch:  
[Watch the “Coordinated Entry: List Clean Up BoS and Racine” video on ICA’s website \(found here\)](#)

[Watch the “BoS CE SSO Workflow” video on ICA’s website \(found here\)](#)

- Connect with all the homeless service providers in your coalition to introduce yourself and get to know who you will be working with in your coalition.
- Contact the CE committee chair and get put on the email list to start attending CE committee meetings and join whatever work group you may be interested in.

**This is currently co-chaired by both Wendy Schneider ([wendys@cwccac.org](mailto:wendys@cwccac.org)) and Dana Baumgartner ([dana.baumgartner@usc.salvationarmy.org](mailto:dana.baumgartner@usc.salvationarmy.org)).**

### Step 3

At this point you have the proper foundation to be able to begin further training. Please contact Ryan Graham to schedule either an in person or over the phone training. This training will include but not limited to the following:

- Training tracking form
- DLA tracking form
- After Hours plans
- WI BOS grievance procedure
- PL review – understanding prioritization
- Non-HMIS review
- Local coalition CE evaluation
- Common problems and concerns
- Housing program requirements
- Agency and staff participation agreements
- Marketing
- Other Systems of Care
- Prevention
- Diversion
- DV, VETS, YOUTH, - Special populations

## Appendix K

# Homeless?

## Let Us Help!



## No Wrong Door

**Coordinated Entry** is a way people experiencing homelessness or at risk of homelessness may find housing and get connected to resources in their community. In most counties in Wisconsin, you can get help at agencies that assist homeless people and/or people in poverty.

**Are you eligible?** You might be eligible if your primary nighttime residence is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for people, including a car, park, abandoned building, bus or train station, airport, camping ground; OR living in a emergency or domestic violence shelter.

*Watch for the “No Wrong Door” at the entrance of the agency.  
Come on in and let us help!*

### COORDINATED ENTRY AGENCIES IN THIS AREA:



## Appendix L

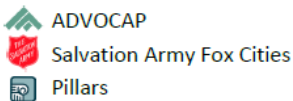
(Note: Material below is a tri-fold brochure on cardstock with matte finish)

### What is Coordinated Entry?

Coordinated Entry is a way that people who are experiencing homelessness, or at risk of homelessness, may find housing and get connected to resources in their community.

### What resources can I get connected to through Coordinated Entry?

Coordinated Entry Fox Cities connects individuals and families to housing resources offered through the following agencies:



### Am I eligible?

You might be eligible if your primary nighttime residence is a place not designed for regular sleeping accommodation for people (including a car, park, abandoned building, etc.); OR living in an emergency shelter or domestic violence shelter.

### The Coordinated Entry Process

The Coordinated Entry Specialist completes a brief housing needs assessment with you (over the phone or in person).



The Coordinated Entry Specialist adds you to a prioritization list for housing assistance. This is not a waiting list, but a list that prioritizes households with the highest need for assistance.



The Coordinated Entry Specialist checks in with you every 30 days that you are on the list to make sure you are still eligible for and in need of homeless housing assistance.



If a supportive housing program has an opening in one of their programs and you are at the top of the prioritization list, the housing program staff will contact you to determine your eligibility and offer you services.

### In Need of Housing Resources?

*Let Us Help*



*Coordinated Entry Specialist*

920.832.6460  
COA.CoordinatedEntry@gmail.com

## Fox Cities Supportive Housing Programs

### Rapid Re-housing



#### Pillars Housing Solutions

- Provides a maximum of 24 months of rental assistance.
- The participant either is offered an agency-owned unit or finds a private landlord to rent to them.
- A case manager meets with the participant weekly.
- Pillars Housing Solutions will pay the first month's rent and security deposit.
- Income is not required to enroll in the program.



#### Salvation Army Fox Cities

- Provides a maximum of 24 months of rental assistance.
- A case manager and life skills coordinator meet with the participant weekly.
- The participant finds a private landlord to rent to them.
- Income is not required to enroll in the program.



#### ADVOCAP

- Provides anywhere from 6 to 24 months of rental assistance.
- The participant finds a private landlord to rent to the them.
- A Case Manager meets with the participant weekly.
- ADVOCAP will pay the first month's rent and security deposit.
- Income is not required to enroll in the program.



#### Pillars Housing Solutions

- Provides a maximum of 24 months of rental assistance.
- A case manager meets with the participant weekly.
- The participant is offered an agency-owned unit that is inspected monthly by the agency.
- The participant is offered an agency-owned unit if one is available or will be assisted in securing a unit with a third-party landlord



#### Salvation Army Fox Cities

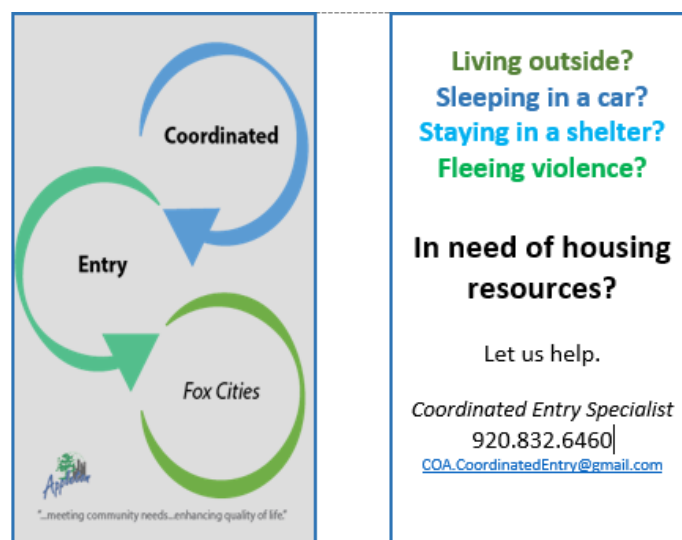
- Provides a maximum of 24 months of rental assistance.
- A case manager and life skills coordinator meet with the participant weekly.
- Furnished onsite efficiency units for singles or scattered site third-party landlord units for singles and families.



#### Pillars Housing Solutions – It Takes A Village

- Provides housing assistance for a duration based on the participant's need, but with a focus that alternative housing is secured when Supportive Services are no longer needed.
- A case manager meets with the participant weekly.
- The participant moves into a partially furnished apartment in the private rental market. Pillars Housing Solutions holds the lease.
- Income is not required to enroll in the program.

(Note: Information below is a vertical business card with a glossy finish)





# MEMORANDUM

---

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

TO: Community and Economic Development Committee  
FROM: Nikki Gerhard, Community Development Specialist  
DATE: July 22, 2020  
RE: Approval of the 2020 Motel Voucher Program Policies & Procedures

---

Effective April 2, 2020, the City of Appleton became the Coordinated Entry Lead for the Fox Cities Housing Coalition. On April 1, 2020, Committee and Council approved the creation and addition of a Coordinated Entry Specialist, under the umbrella of the Community & Economic Development Department, which was filled on May 27, 2020. As a way of ensuring that all individuals and families in our community have access to safe shelter, staff created a motel voucher program in collaboration with the Appleton Police Department. This program is funded through federal and state grants that are managed by the CEDD's Community Development Specialist.

The City of Appleton's motel voucher program is designed to ensure that individuals and families experiencing homelessness have a safe, temporary place to stay, until a more permanent housing solution is identified. The City of Appleton issues motel vouchers only as a last resort on a case-by-case basis, when all shelters have been filled to capacity or there is a verified extenuating circumstance that prevents an individual or family from staying in a shelter.

If emergency shelter is not available, the individual or family is referred to agencies with motel voucher programming (until funding is depleted). The individual or family will be asked to complete a Pre-Screen form, and an informational brochure will be provided to connect them to the Coordinated Entry system the next business day. The informational brochure also includes contact information for agencies in the community that are able to make referrals to the Coordinated Entry system. If shelter options are available, but the individual or family refuses, they are still asked to complete a Pre-Screen form and given the informational brochure to connect them to the Coordinated Entry system the next business day.

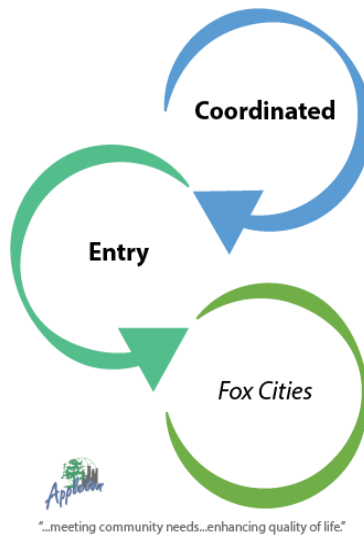
Staff recommends approval of the Motel Voucher Program Policies & Procedures, as presented.

The following attachment is provided for this action item.

**Attached Document:**

- 1.) Motel Voucher Program Policies & Procedures

If you have any questions, please contact me at 832-6469 or [nikki.gerhard@appleton.org](mailto:nikki.gerhard@appleton.org). Thank you!



*City of Appleton's*  
**Motel Voucher Program**  
**Policies & Procedures**



## Purpose

The City of Appleton's motel voucher program is designed to ensure that individuals and families experiencing homelessness have a safe, temporary place to stay, until a more permanent housing solution is identified. The City of Appleton issues motel vouchers only as a last resort on a case-by-case basis, when all shelters have been filled to capacity or there is a verified extenuating circumstance that prevents an individual or family from staying in a shelter. This policy is retroactively effective beginning June 1, 2020.

## Emergency Assistance Policy

The City of Appleton created a motel voucher program, in collaboration with the Appleton Police Department, for households experiencing homelessness who have no alternative housing options. The motel voucher program will assist in subsidizing temporary hotel/motel accommodations for households experiencing the following situations:

- The household is unable to divert from shelter though natural supports; AND
- The household is not able to stay in emergency shelter due to no vacancy; OR
- The household is not able to stay in emergency shelter due to temporary bans and restrictions; AND
- The household is not able to access other shelters in the community.

Eligible participants of the motel voucher program must meet Category 1 of the HUD Homeless Definition, which includes an individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:

- (i) An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground;
- (ii) An individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state, or local government programs for low-income individuals); or
- (iii) An individual who is exiting an institution where he or she resided for 90 days or less, and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution (24 CFR 578.3).

## Collaborating Partner Roles

### ***Appleton Police Department***

Both the City of Appleton's Community and Economic Development Department and the Appleton Police Department have the discretion to approve requests for hotel subsidy. When there is a question regarding eligibility, the Coordinated Entry Specialist, or a designated representative from the Community and Economic Development Department, will be contacted for final approval.

When the Appleton Police Department encounters households experiencing homelessness, the officers will

- 1) Attempt to complete the Coordinated Entry Pre-Screen form. If the household declines the Coordinated Entry process, the officer will indicate this refusal on the form;
- 2) Explore alternative housing options with the household before offering a motel voucher (as a last resort);
- 3) Transport interested households to participating motels (per formalized Memorandums of Understanding);

- 4) Send the Coordinated Entry Pre-Screen form and signed Release of Information to the City's Coordinated Entry Specialist, or a designated representative from the City's Community and Economic Development Department;
- 5) Maintain a record of each referral;
- 6) Update the Coordinated Entry Specialist, or a designated representative from the City's Community and Economic Development Department, of any relevant changes to the household or the contact information.

### **Other Agencies**

As additional agencies join the referring process for the motel voucher program, they agree to:

- 1) Complete a pre-screen form for all persons experiencing homelessness. If a person declines the Coordinated Entry process, write "Refused" on the Pre-Screen Form.
- 2) Explore housing options with individuals and families or offer motel voucher [as last resort].
- 3) Contact the City's Coordinated Entry Specialist, or a designated representative from the City's Community and Economic Development Department to arrange motel reservations for interested individuals and families.
- 4) Send the signed Pre-Screen Form and signed Release of Information to the City's Coordinated Entry Specialist, or a designated representative from the City's Community and Economic Development Department.
- 5) Maintain a record of each referral.
- 6) Update the City's Coordinated Entry Specialist, or a designated representative from the City's Community and Economic Development Department, of any relevant changes to the household or the contact information.

### **Local Hotels/Motels**

Local hotels and motels that agree to voluntarily participate in the motel voucher program will be providing an alternative housing opportunity, ensuring that households experiencing homelessness have access to safe shelter.

Specifically, the participating establishments agree to:

- 1) Provide hotel rooms to City-approved- including Appleton Police Department-transported- households identified as experiencing homelessness, who have no alternative shelter options.
  - a. The room will be reserved under the household's name for the entirety of their involvement in the motel voucher program;
  - b. The households that are issued a room will be required to sign a contract with the hotel/motel for the duration of their stay. This contract will set forth the responsibility for any liabilities incurred.
- 2) Utilize direct billing to seek payment from the City of Appleton;
- 3) Offer transfers to partnering extended stay hotels upon the need for longer-term stays beyond 30 days.

## **Coordinated Entry**

After receiving the Pre-Screen form from the Appleton Police Department, or other referring agencies, the City's Coordinated Entry Specialist (or a designated representative of the City's Community and Economic Development Department) will:

- 1) Schedule an in-person or phone appointment with the household within five (5) days;
- 2) Complete a VI-SPDAT, VI-F-SPDAT, or TAY-VI-SPDAT assessment, as appropriate for the household's composition;
- 3) Refer households to the appropriate Coordinated Entry Prioritization List;
- 4) Act as the main point of contact for purposes of connecting to housing and other services;
- 5) Actively help the households secure permanent housing;

- 6) Conduct follow-up contact with the household at least every 30 days.

## Street Outreach

Coordinated and persistent outreach, in-reach, and engagement efforts allow communities to bring services directly to people experiencing homelessness who otherwise might not seek out services, and to connect them to necessary supports. Outreach services link individuals with needed services, maintaining flexibility, in order to respond to the unique needs of homeless individuals. Outreach services consist of activities to engage persons for the purpose of providing immediate support and intervention.

Outreach workers provide, either directly or through referral, an array of services that meet basic needs and help integrate/re-integrate households into the community. Services may include:

- Hygiene products;
- Food;
- Blankets;
- Health information;
- Sheltering;
- Seasonal supplies

Upon engaging an individual who is literally homeless, living in a place not meant for human habitation, street outreach will:

- 1) Complete a pre-screen form as soon as possible for all persons experiencing homelessness. If a person declines the Coordinated Entry process, write “Refused” on the Pre-Screen Form.
- 2) Explore housing options with individuals and families or offer motel voucher [as last resort].
- 3) Contact the City’s Coordinated Entry Specialist, or a designated representative from the City’s Community and Economic Development Department, to arrange motel reservations for interested individuals and families.
- 4) Send the signed Pre-Screen Form and signed Release of Information to the City’s Coordinated Entry Specialist, or a designated representative from the City’s Community and Economic Development Department.

If the persons experiencing homelessness are already participating in the motel voucher program, street outreach will be referred by the City’s Coordinated Entry Specialist, or a designated representative from the City’s Community and Economic Development Department, to make all efforts to facilitate connections to resources in the community, and assistance as needed throughout the housing process. This may include:

- Housing First case management
- Housing referrals
- Benefits enrollment
- Navigation of courts
- ID/Birth Certificate assistance
- Health referrals
- Treatment referrals
- Employment referrals
- Transportation
- Family reunification
- Crisis intervention
- Advocacy



# MEMORANDUM

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TO: Community and Economic Development Committee

FROM: Matt Rehbein, Economic Development Specialist

DATE: July 22, 2020

RE: Offer to Purchase – A portion of Lot 6, Southpoint Commerce Park, Plat 1 – Security Luebke Roofing, Inc.

---

The City of Appleton has received an Offer to Purchase from Security Luebke Roofing, Inc., for the easternmost 30 feet of Lot 6, Southpoint Commerce Park Plat Number 1, comprised of approximately 12,598 square feet.

The proposed purchase price is based on our asking price of \$40,000 per acre and adjusted to a price per square foot (43,560 sq. ft. per acre @ \$40,000 = \$1.09 per square foot) \$1.09 @ 12,598 square feet = \$13,731.82.

Security Luebke Roofing, Inc. owns the adjoining parcel to the east and would like to expand their parking per the drawing submitted with the Offer to Purchase. This sale will allow Security Luebke to resolve their parking issue without relocating their facility or giving up future expansion space to the east.

If split, the remaining parcel (Lot 6) would be approximately 3.3 acres with 316 feet of frontage along E. Endeavor Drive and 414.75 feet of frontage along S. Lakeland Drive. This amount of frontage and lot dimensions would still exceed that of several other parcels within the park, and we believe the remaining Lot 6 would remain marketable and buildable.

## **Staff Recommendation:**

The City of Appleton accept the Offer-To-Purchase for a portion of Lot 6, Southpoint Commerce Park, Plat 1 from Security Luebke Roofing, Inc. at a purchase price of \$13,731.82 (\$40,000.00 per acre), comprised of approximately 12,598 square feet, **BE APPROVED.**

**WB-13 VACANT LAND OFFER TO PURCHASE**

1 **LICENSEE DRAFTING THIS OFFER ON** \_\_\_\_\_ **[DATE] IS (AGENT OF BUYER)**  
2 **(AGENT OF SELLER/LISTING BROKER) (AGENT OF BUYER AND SELLER) STRIKE THOSE NOT APPLICABLE**  
3 **GENERAL PROVISIONS** The Buyer, Security-Luebke Roofing, Inc. and/or assigns  
4 \_\_\_\_\_, offers to purchase the Property  
5 known as [Street Address] 30' x 419.95' of the East side of Lot 6 of the attached Exhibit A.  
6 in the \_\_\_\_\_ of \_\_\_\_\_, County of Calumet, Wisconsin (Insert  
7 additional description, if any, at lines 458-464 or 526-534 or attach as an addendum per line 525), on the following terms:  
8 ■ **PURCHASE PRICE:** Thirteen thousand seven hundred thirty-one and 82/100 (Subject to final Survey)  
9 \_\_\_\_\_ Dollars (\$ 13,731.82).  
10 ■ **EARNEST MONEY** of \$ \_\_\_\_\_ accompanies this Offer and earnest money of \$ 1,000.00  
11 will be mailed, or commercially or personally delivered within ten (10) days of acceptance to listing broker or  
12 \_\_\_\_\_.  
13 ■ **THE BALANCE OF PURCHASE PRICE** will be paid in cash or equivalent at closing unless otherwise provided below.  
14 ■ **INCLUDED IN PURCHASE PRICE:** Seller is including in the purchase price the Property, all Fixtures on the Property on the  
15 date of this Offer not excluded at lines 18-19, and the following additional items: \_\_\_\_\_  
16 \_\_\_\_\_  
17 \_\_\_\_\_  
18 ■ **NOT INCLUDED IN PURCHASE PRICE:** \_\_\_\_\_  
19 \_\_\_\_\_  
20 **CAUTION: Identify Fixtures that are on the Property (see lines 290-294) to be excluded by Seller or which are rented**  
21 **and will continue to be owned by the lessor.**  
22 **NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are**  
23 **included/excluded. Annual crops are not part of the purchase price unless otherwise agreed.**  
24 ■ **ZONING:** Seller represents that the Property is zoned: \_\_\_\_\_  
25 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical  
26 copies of the Offer.  
27 **CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term deadlines**  
28 **running from acceptance provide adequate time for both binding acceptance and performance.**  
29 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on  
30 or before July 16, 2020 August 6, 2020 Ymm. Seller may keep the Property on the 31 market  
and accept secondary offers after binding acceptance of this Offer.  
32 **CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.**  
33 **OPTIONAL PROVISIONS** TERMS OF THIS OFFER THAT ARE PRECEDED BY AN OPEN BOX ( ☐ ) ARE PART OF THIS  
34 OFFER ONLY IF THE BOX IS MARKED SUCH AS WITH AN "X." THEY ARE NOT PART OF THIS OFFER IF MARKED "N/A"  
35 OR ARE LEFT BLANK.  
36 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and  
37 written notices to a Party shall be effective only when accomplished by one of the methods specified at lines 38-56.  
38 (1) **Personal Delivery:** giving the document or written notice personally to the Party, or the Party's recipient for delivery if  
39 named at line 40 or 41.  
40 Seller's recipient for delivery (optional): \_\_\_\_\_  
41 Buyer's recipient for delivery (optional): \_\_\_\_\_  
42 ☐ (2) **Fax:** fax transmission of the document or written notice to the following telephone number:  
43 Seller: ( \_\_\_\_\_ ) Buyer: ( \_\_\_\_\_ )  
44 ☐ (3) **Commercial Delivery:** depositing the document or written notice fees prepaid or charged to an account with a  
45 commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery if named at line 40 or 41, for  
46 delivery to the Party's delivery address at line 49 or 50.  
47 ☐ (4) **U.S. Mail:** depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party,  
48 or to the Party's recipient for delivery if named at line 40 or 41, for delivery to the Party's delivery address at line 49 or 50.  
49 Delivery address for Seller: \_\_\_\_\_  
50 Delivery address for Buyer: \_\_\_\_\_  
51 ☒ (5) **E-Mail:** electronically transmitting the document or written notice to the Party's e-mail address, if given below at line  
52 55 or 56. If this is a consumer transaction where the property being purchased or the sale proceeds are used primarily for  
53 personal, family or household purposes, each consumer providing an e-mail address below has first consented electronically  
54 to the use of electronic documents, e-mail delivery and electronic signatures in the transaction, as required by federal law.  
55 E-Mail address for Seller (optional): Matthew.Rehbein@appleton.org  
56 E-Mail address for Buyer (optional): bpgill@gillandgillsc.com  
57 **PERSONAL DELIVERY/ACTUAL RECEIPT** Personal delivery to, or Actual Receipt by, any named Buyer or Seller  
58 constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.

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

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

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

70 **CLOSING** This transaction is to be closed no later than January 1, 2021

71 \_\_\_\_\_ at the place selected by Seller, unless otherwise agreed by the Parties in writing.

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

#### **DEFINITIONS**

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

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

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

(Definitions Continued on page 5)

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

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

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

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

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

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

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

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

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

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

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

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

245 **DEFINITIONS CONTINUED FROM PAGE 3**

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

306 ☒ **PROPOSED USE CONTINGENCIES:** Buyer is purchasing the Property for the purpose of: adding on to the existing parking  
 307 lot of Security-Luebke Roofing, Inc.  
 308 \_\_\_\_\_  
 309 [insert proposed use and type and size of building, if applicable; e.g. three bedroom single family home]. The optional  
 310 provisions checked on lines 314-345 shall be deemed satisfied unless Buyer, within \_\_\_\_\_ days of acceptance, delivers  
 311 written notice to Seller specifying those items which cannot be satisfied and written evidence substantiating why each specific  
 312 item included in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice, this Offer shall be null and void. Seller  
 313 agrees to cooperate with Buyer as necessary to satisfy the contingencies checked at lines 314-350.

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

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

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

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

333 ☒ **APPROVALS:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) **STRIKE ONE** ("Buyer's" if  
 334 neither is stricken) expense, permits, approvals and licenses, as appropriate, or the final discretionary action by the  
 335 granting authority prior to the issuance of such permits, approvals and licenses, for the following items related to Buyer's  
 336 proposed use: adding on to the existing Security-Luebke Roofing, Inc. parking lot, subject to obtaining the approval and permits from all regulatory bodies.

337 \_\_\_\_\_

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

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

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

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

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

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

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

370 **EARNEST MONEY**

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

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

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

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

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

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

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

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

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

417 **TITLE EVIDENCE**

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

424 \_\_\_\_\_  
425 \_\_\_\_\_  
426 \_\_\_\_\_

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

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

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

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

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

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

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

458 **ADDITIONAL PROVISIONS/CONTINGENCIES** This Offer is contingent upon Seller creating a new CSM/lot so that the property that is the  
459 subject of this agreement can be transferred. Furthermore, this Offer is contingent upon Buyer getting necessary approvals to construct the parking  
460 lot of the attached hereto, Exhibit B.

461 \_\_\_\_\_  
462 \_\_\_\_\_  
463 \_\_\_\_\_  
464 \_\_\_\_\_



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

468 If Buyer defaults, Seller may:

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

472 If Seller defaults, Buyer may:

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

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

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

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

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

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

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

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

503 ☐ **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 488-502). This Offer  
 504 is contingent upon a qualified independent inspector(s) conducting an inspection(s), of the Property which discloses no  
 505 Defects. This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing  
 506 an inspection of \_\_\_\_\_

507 (list any Property feature(s) to be separately inspected, e.g., dumpsite, etc.) which discloses no Defects. Buyer shall order the  
 508 inspection(s) and be responsible for all costs of inspection(s). Buyer may have follow-up inspections recommended in a  
 509 written report resulting from an authorized inspection performed provided they occur prior to the deadline specified at line 513.  
 510 Inspection(s) shall be performed by a qualified independent inspector or independent qualified third party.

511 **CAUTION: Buyer should provide sufficient time for the primary inspection and/or any specialized inspection(s), as  
 512 well as any follow-up inspection(s).**

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

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

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

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

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

526 **ADDITIONAL PROVISIONS/CONTINGENCIES** This Offer is contingent upon Seller obtaining approval from the Community and  
 527 Economic Development Committee and the Common Council.  
 528 \_\_\_\_\_  
 529 \_\_\_\_\_  
 530 \_\_\_\_\_  
 531 \_\_\_\_\_  
 532 \_\_\_\_\_  
 533 \_\_\_\_\_  
 534 \_\_\_\_\_

535 This Offer was drafted by [Licensee and Firm] GILL & GILL, S.C., Barry P. Gill

536 \_\_\_\_\_ on \_\_\_\_\_  
 537 (x) Todd M. Murphy V.P. 7/16/2020  
 538 Buyer's Signature ▲ Print Name Here ► , Security-Luebke Roofing, Inc. Date ▲

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

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

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

546 (x) \_\_\_\_\_  
 547 Seller's Signature ▲ Print Name Here ► , City of Appleton Date ▲

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

550 This Offer was presented to Seller by [Licensee and Firm] \_\_\_\_\_

551 \_\_\_\_\_ on \_\_\_\_\_ at \_\_\_\_\_ a.m./p.m.

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

Exhibit A

SHEET 1 OF 2

DATE	NAME	ADDRESS	CITY	STATE	ZIP
12/15/78	JOHN A. SMITH	1234 MAIN ST.	NEW YORK	NY	10001
12/16/78	MARY J. BROWN	5678 E. 10TH AVE.	CHICAGO	IL	60640
12/17/78	ROBERT L. GREEN	9101 W. 15TH ST.	LOS ANGELES	CA	90044
12/18/78	SARAH K. WHITE	2345 N. 5TH ST.	PHOENIX	AZ	85004
12/19/78	DAVID M. BLACK	6789 S. 10TH AVE.	MIAMI	FL	33144
12/20/78	JANE E. HARRIS	1122 N. 3RD ST.	ATLANTA	GA	30303
12/21/78	WILLIAM F. JONES	3456 W. 7TH ST.	DALLAS	TX	75202
12/22/78	ELIZABETH G. MILLER	7890 E. 12TH AVE.	SEATTLE	WA	98112
12/23/78	CHARLES R. WILSON	1357 N. 8TH ST.	PORTLAND	OR	97208
12/24/78	MICHAEL D. TAYLOR	2468 S. 11TH AVE.	PHILADELPHIA	PA	19104
12/25/78	BARBARA L. ANDERSON	3579 W. 14TH ST.	MINNEAPOLIS	MN	55405
12/26/78	JOHN P. THOMAS	4680 E. 9TH AVE.	ST. LOUIS	MO	63110
12/27/78	MARGARET A. JAMES	5791 N. 6TH ST.	KANSAS CITY	MO	64113
12/28/78	ROBERT E. GARCIA	6802 S. 13TH AVE.	HOUSTON	TX	77055
12/29/78	SARAH M. COOPER	7913 W. 16TH ST.	MEMPHIS	TN	38117
12/30/78	DAVID L. REED	8024 E. 17TH AVE.	INDIANAPOLIS	IN	46204
12/31/78	JANE K. BAKER	9135 N. 18TH ST.	COLUMBIA	SC	29204
1/1/79	WILLIAM H. NELSON	1046 S. 19TH AVE.	ALBUQUERQUE	NM	87102
1/2/79	ELIZABETH J. HARRIS	1157 E. 20TH ST.	ALBUQUERQUE	NM	87102
1/3/79	CHARLES F. JONES	1268 W. 21ST AVE.	ALBUQUERQUE	NM	87102
1/4/79	MICHAEL R. TAYLOR	1379 N. 22ND ST.	ALBUQUERQUE	NM	87102
1/5/79	BARBARA S. ANDERSON	1480 S. 23RD AVE.	ALBUQUERQUE	NM	87102
1/6/79	JOHN D. THOMAS	1591 E. 24TH ST.	ALBUQUERQUE	NM	87102
1/7/79	MARGARET L. JAMES	1702 W. 25TH AVE.	ALBUQUERQUE	NM	87102
1/8/79	ROBERT G. GARCIA	1813 N. 26TH ST.	ALBUQUERQUE	NM	87102
1/9/79	SARAH E. COOPER	1924 S. 27TH AVE.	ALBUQUERQUE	NM	87102
1/10/79	DAVID M. REED	2035 E. 28TH ST.	ALBUQUERQUE	NM	87102
1/11/79	JANE K. BAKER	2146 W. 29TH AVE.	ALBUQUERQUE	NM	87102
1/12/79	WILLIAM H. NELSON	2257 N. 30TH ST.	ALBUQUERQUE	NM	87102
1/13/79	ELIZABETH J. HARRIS	2368 S. 31ST AVE.	ALBUQUERQUE	NM	87102
1/14/79	CHARLES F. JONES	2479 E. 32ND ST.	ALBUQUERQUE	NM	87102
1/15/79	MICHAEL R. TAYLOR	2580 W. 33RD AVE.	ALBUQUERQUE	NM	87102
1/16/79	BARBARA S. ANDERSON	2691 N. 34TH ST.	ALBUQUERQUE	NM	87102
1/17/79	JOHN D. THOMAS	2802 S. 35TH AVE.	ALBUQUERQUE	NM	87102
1/18/79	MARGARET L. JAMES	2913 E. 36TH ST.	ALBUQUERQUE	NM	87102
1/19/79	ROBERT G. GARCIA	3024 W. 37TH AVE.	ALBUQUERQUE	NM	87102
1/20/79	SARAH E. COOPER	3135 N. 38TH ST.	ALBUQUERQUE	NM	87102
1/21/79	DAVID M. REED	3246 S. 39TH AVE.	ALBUQUERQUE	NM	87102
1/22/79	JANE K. BAKER	3357 E. 40TH ST.	ALBUQUERQUE	NM	87102
1/23/79	WILLIAM H. NELSON	3468 W. 41ST AVE.	ALBUQUERQUE	NM	87102
1/24/79	ELIZABETH J.	3579 N. 42ND ST.	ALBUQUERQUE	NM	87102

## CURVES TABLE

### Unplanted lands

divi

der

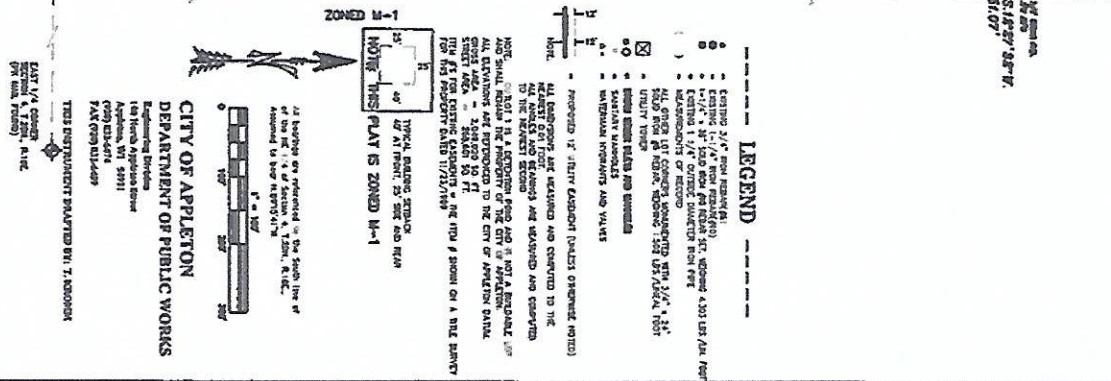
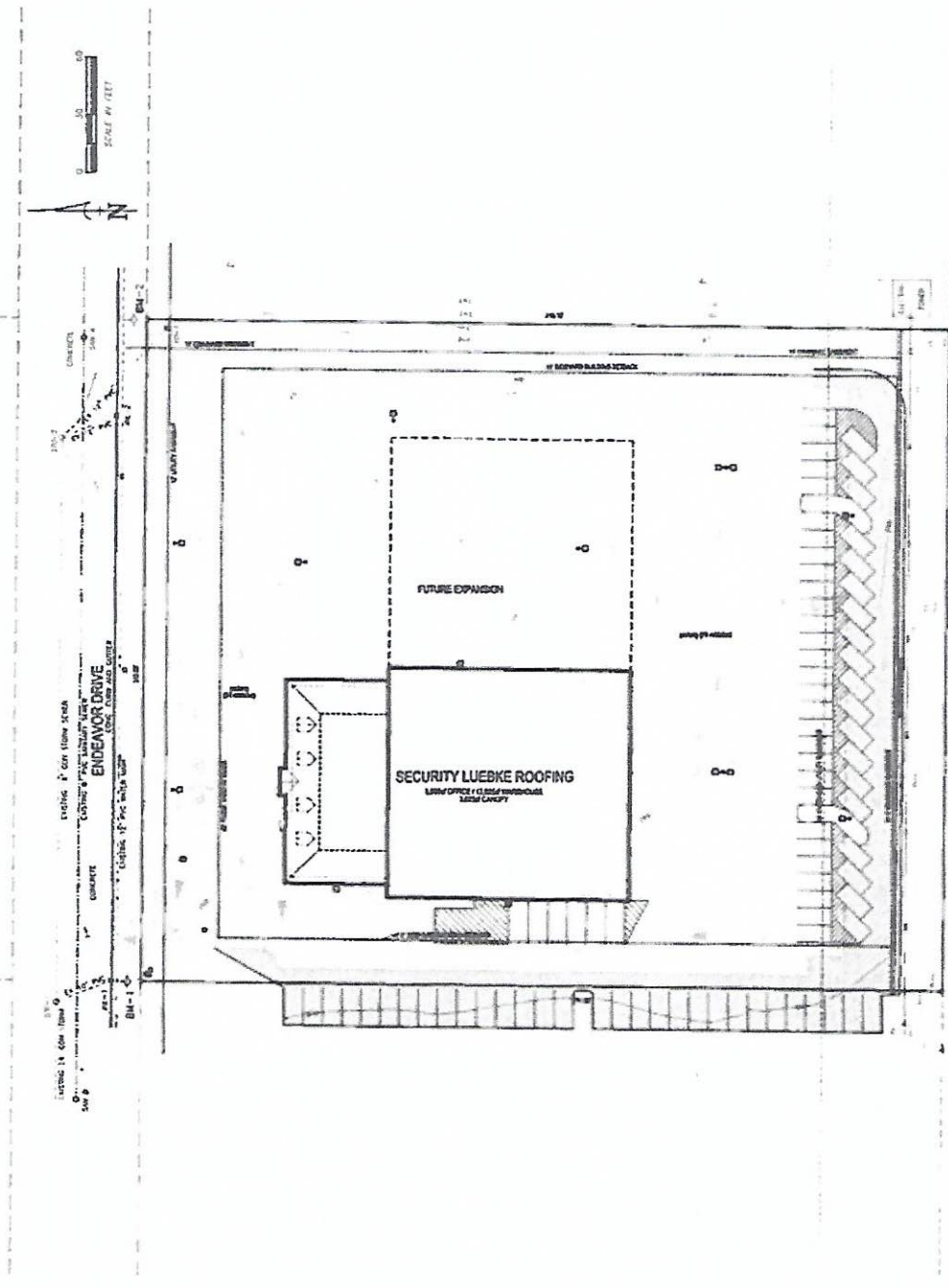




Exhibit B



## KEY NOTES

**SECURITY LUEBKE ROOFING**  
CITY OF APPLETON, CALUMET COUNTY, WISCONSIN

[illegible]

**Martenson & Eisele, Inc.**  
1317 Midway Road  
Lawrence, KS 66044  
Phone: 913/842-4000  
Fax: 913/842-4001  
E-mail: [info@martenson-eisele.com](mailto:info@martenson-eisele.com)  
800.731.6061

### PAVEMENT KEY

- |   |  |   |
|---|--|---|
|  | CITIMOUS CONCRETE PAVING<br>(LIGHT-CURT) |  |
|  | HEAVY BUTY CONCRETE                      |  |
|  | SIDEWALK CONCRETE                        |   |

#### PLAN KEY LEGEND

- [illegible]

ТОПОГРАФИЧЕСКОЕ

- |  |  |
|--|--|
| 1. What is the purpose of the study?<br>2. What are the research objectives?<br>3. What is the research design?<br>4. What are the independent and dependent variables?<br>5. What is the sample size and selection method?<br>6. What are the data collection methods?<br>7. What are the data analysis methods?<br>8. What are the results of the study?<br>9. What are the conclusions of the study?<br>10. What are the limitations of the study?<br>11. What are the implications of the study?<br>12. What are the future research directions? | 1. What is the purpose of the study?<br>2. What are the research objectives?<br>3. What is the research design?<br>4. What are the independent and dependent variables?<br>5. What is the sample size and selection method?<br>6. What are the data collection methods?<br>7. What are the data analysis methods?<br>8. What are the results of the study?<br>9. What are the conclusions of the study?<br>10. What are the limitations of the study?<br>11. What are the implications of the study?<br>12. What are the future research directions? |
|--|--|

# Southpoint Commerce Park Appleton, Wisconsin



**Legend**

- For Sale (City Owned)
- Accepted Offer
- Privately Owned Parcels
- City Limits
- Park Boundary

0 250 500 1,000  
Feet  
N  
Prepared by City of Appleton  
Comm. & Econ. Dev. Dept. 11/2019

# Exhibit B Deed Restrictions



Appleton's Newest Business Opportunity

## DECLARATION OF COVENANTS AND RESTRICTIONS

APPLICABLE TO ALL PROPERTIES SOLD IN  
SOUTHPOINT COMMERCE PARK PLATS NO. 1, 2 & 3

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

1. ***Setbacks:***

- A. *Front Yard:* No building shall be constructed on the site nearer than forty (40) feet of the right-of-way of any public street. In the case of corner lots, both forty (40) foot setbacks will apply.
- B. *Side and Rear Yards:* Minimum side and rear yards shall be twenty-five (25) feet.

2. ***Land Use:***

Restrictions on Use. The Restricted Parcel shall be developed and used solely for the following purpose and for no other purpose:

- 1. Manufacturing;
- 2. Research, development and testing laboratories;
- 3. Wholesaling, warehousing and distribution;
- 4. Office operations only if they are an integral part of and a necessary adjunct to a permitted use;
- 5. Retail sales of products manufactured on site and clearly an accessory use to the primary use of the site and provided on premises sales are limited in floor area to no more than (10) percent of the total gross floor area occupied by the permitted or special use;
- 6. Other land uses may be considered for approval by the Community Development Committee if a determination is made that the project fits the development objectives of the City.



3. ***Nuisance Factors and Hazards***

- A. In order to protect the interests of all Tenants, no operation shall be conducted which emits offensive or objectionable noise, vibration, smoke, odors, dust, or gases. Precautions should be taken in all research and other approved operations for radiation, radioactivity, fire, and explosion hazards.
- B. No fuel or chemical in-ground or outdoor storage shall be allowed in the Park.

4. ***Building Standards***

- A. Any building erected shall be at least 7,500 square feet in area and have a gross floor area equal to at least 10 percent of the land area.
- B. The maximum ratio of building area (footprint) to total parcel size shall in no event exceed forty (40) percent, exclusive of parking and loading areas. The building footprint, all parking, driveways, and loading areas, when combined, may not exceed seventy (70) percent of the total Parcel size.
- C. Buildings shall be designed by an Architect or Engineer. Complete architectural design must be given to all façades of all buildings with all sides and rear elevations being given architectural treatment compatible with the front elevation of the building.
- D. This Industrial Park encourages a variety of architectural styles. However, it is intended that a basic harmony of architecture prevail among the buildings so that no one structure detract from the attractiveness of the overall development.
- E. The front elevation of the building, any elevation facing a street, and externally visible opaque surfaces shall be a minimum of 75% of materials 1-5 (provided, however, that such list shall not be deemed to exclude the use of other accent or exterior trim materials, glass and glazing, and earth berms). The side and rear building elevations that do not face any street shall be a minimum of 25% of materials (1-5). Exception to this requirement would be limited to (1) expandable building side with prior approval from the Site Plan Review Committee.
  - 1. Brick;
  - 2. Architectural precast concrete panels (surface finish to be painted, stained, or exposed aggregate). When using concrete panels as an exterior surface the architect should be careful to avoid a monolithic or monotonous appearance and the use of various textures, colors and accents will be encouraged.
  - 3. Decorative face concrete block. When using decorative face concrete block as an exterior surface the architect should be careful to avoid a monolithic or monotonous appearance and the use of different types and textures (split face, fluted, scored or striated) to provide variety and relief will be encouraged.

4. Cut stone;
  5. Exterior insulation and finish systems (EFIS);
  6. Metal panels may be used only in combination with one of the approved materials. Any metal siding proposed for use shall be entirely coated with a color fast, abrasion and corrosion resistant, long life (minimum of 20 years) finish that is resistant to chemicals, withstands temperature extremes, and has a low permeability. Any material utilized to attach the metal siding to the building shall be concealed or the utilization of shadow panels or semi-concealed fastener panels with fasteners painted to match the panels shall be required.
  7. Other building materials being developed and to be developed by the construction industry. The use of such materials will be reviewed by the Site Plan Review Committee on a case-by-case basis.
- F. Building materials will be selected for their ability to present a visual statement of a building or structure's strength, attractiveness, and permanence. The building materials used shall be harmonious with the natural environment and with the general character of other buildings and structures in the Park.
- G. Metal trim materials may be used when in keeping with the architectural and aesthetic character of the building or structure.
- H. The Community Development Committee will approve ancillary structures. Approval may be granted only if such structures are necessary to the principal use of the building site, are in architectural and aesthetic conformance with other buildings or structures on the site, are properly screened, meet all requirements of these covenants and are otherwise satisfactory to the Community Development Committee at its sole discretion.

5. ***Landscaping:***

- A. ***Landscape Plan:*** The landscaping upon any building site or lot shall be carried out in accordance with a detailed landscaping plan, which has been reviewed and approved in writing by the City's Site Plan Review Committee. The landscape plan shall include, but not be limited to, plant location, common and botanical names of plant material, planting size, root condition, and quantity of all plant material. The plan shall show all ground cover and mulch areas, landscape and construction materials, and construction details.
- B. ***Landscaping Methods:*** Landscaping may include grading, earth berms, seeding, sodding, raised planters, architectural decorative walls or fencing, trees and shrubs, ground cover and other landscape materials including permanent sprinkler systems, fountains, storm run-off retention ponds, reflective ponds, and landscape lighting.

- C. *Plant Material*: Selected plant material should provide for a variety of shade trees, evergreen trees, and shrubs, ornamental trees and shrubs and ground covers. Plant material selection shall take into consideration the following:
1. Disease and insect resistance;
  2. Hardiness to the area;
  3. The ability to provide seasonal interest;
  4. Future maintenance considerations;
  5. Ability of plant material to accomplish its intended purpose in each placement.
- D. *Time for Completion*: All landscaping shall be completed within ninety (90) days following occupancy, or as soon thereafter as weather will allow if such period occurs within winter months.
- E. *Maintenance*: The owner shall be responsible for maintaining all landscaping as approved on the original plan for his site. Any variation or changes to the landscape plan must be reviewed and approved in writing by the Community Development Department. Landscaped areas, materials, fixtures, and improvements shall be maintained by the owner of the building site, or by such owner's long-term lessee(s) in good condition at all times. Such maintenance shall include watering, mowing, trimming, pruning, spraying, fertilizing, repairing, replacement of dead plantings, planting, transplanting, dusting, treating, and other common landscape maintenance activities necessary to keep the building site landscaping in a healthy state of growth and visually attractive in appearance.

If the owner or the owner's assigns fail to maintain the landscaping and site per the approved landscaping plan in this section, the City of Appleton or its Agent may seek an inspection warrant to enter the site and conduct such maintenance and to seek full reimbursement.

6. *Utility Controls*

All utilities lines shall be located underground where feasible except for high voltage lines. In the event high voltage lines are required, rear locations nearest and parallel with rear lot lines shall be encouraged.

7. *Parking, Loading*

Off-street parking and loading areas shall be provided on each building site and shall be of sufficient size to accommodate all planned or anticipated parking and loading needs of all site occupants and visitors and comply with the City's Zoning Ordinance regarding parking standards.

1. All truck maneuvering must be confined within the boundaries of the property.
2. All parking, driveways, and loading areas shall be paved.
3. Parking shall be permitted within the minimum front yard setback area; however, it shall be located no closer than fifteen (15) feet to the public right-of-way line. Parking shall be setback a minimum of 6' from the side property line.

Truck loading and receiving areas shall occur in the rear of any buildings or structures on any Lot. Truck loading and receiving areas shall be permitted on the side of such building if sufficient visual screening is installed to screen the dock area from the street.

Truck loading and receiving is normally not permitted in the front of such building unless dictated by the site conditions and only if fully screened from the street. In that event, the Community Development Committee shall review and approve the location of the loading dock. The Community Development Committee may assign this review of plans to the Community Development Department.

8. ***Outdoor Storage:***

No outside storage of any kind shall be permitted unless such stored materials are visually screened from all streets and adjoining properties with a suitable fence, vegetation, berm, or combination thereof approved by the Site Plan Review Committee. Screening shall be attractive in appearance and in keeping with the architectural quality of the main structure. Said storage shall be limited to behind the front line of the building on the property, and within the building setback lines. All refuse containers must be enclosed by a fence of solid material such as will provide a suitable visual screen. No waste material or refuse may be dumped or permitted to remain on any part of the property outside of the buildings. All storage areas shall be paved.

9. ***Roof Mounted Equipment:***

Roof mounted equipment shall be so located and/or screened, and painted to minimize visibility from the street and adjacent owners.

10. ***Signs:***

Identification signs shall be permitted to promote only the name and/or trademark of the owner or tenant of the parcel on which the sign is placed. The signs shall not advertise business services. Signs, lighting, etc., are to be indicated on the final site plan submitted to the Site Plan Review Committee for review.

1. Ground signs must be set back a minimum of 10 feet from the right-of-way line and must be of a low profile design subject to approval by the Committee.
2. Signs may not be of unusual size or shape when compared to the improvements situated on the site on which the sign is located.

3. Signs may not be installed above the roofline of a building.
4. Pole signs are prohibited.
5. Signs may not contain or utilize any flashing, blinking, intermittent or moving light as source of illumination.
6. No signs shall be located in or painted on any window.
7. Building signs must comply with the City Sign Code.

11. ***Maintenance Responsibilities:***

- A. Each owner shall keep its property, all contiguous street right-of-way to the edge of the pavement, and all drainage and easement areas in a well -maintained, safe, clean, and attractive condition at all times. Such maintenance includes, but is not limited to the following:
  1. The removal of all litter, trash, refuse, and wastes;
  2. Compliance with the City's noxious weed control ordinance, including the mowing of all grass areas to a height not over 4";
  3. The maintenance of exterior lighting, signs, and mechanical facilities;
  4. The keeping of all exterior building surfaces in a cleaned, well-maintained condition;
  5. The maintenance of all drainage ways including the removal of all debris, weeds, and silt.
- B. The owner of any undeveloped lands shall maintain said lands free of rubbish, noxious weeds, and mosquito breeding pond conditions.

12. ***Site Plan Review:***

Before commencing the construction or alterations of any buildings, additions, enclosures, fences, loading docks, parking facilities, storage yards, or any other structures or permanent improvements on or to the real estate conveyed hereby, the owner shall first submit its building plans, specifications, site and landscape plans, elevations of all sides of the building, samples of materials proposed for all external surfaces including colors and textures, and an artist's rendering of the project or a scale model to the Site Plan Review Committee in accordance with Section 23-171 of the City Zoning Code. Renderings should show adjacent buildings, landscaping, screening, signs etc.

13. ***Repurchase Rights:***

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

**Resale of Vacant Land:** In the event the owner of land purchased from the City of Appleton elects to sell any portion thereof, which is vacant, the property shall first be offered, in writing, to the City of Appleton. The City of Appleton shall have sixty (60) days from date of receipt of such offer to accept or reject repurchase of the property unless an extension of time may be mutually agreed upon and set forth in writing. The purchase price shall be computed as in the paragraph above (Failure to Build). Conveyance shall be by warranty deed. The seller shall furnish a title insurance policy at the seller's expense. In the event the City does not elect to repurchase the property, the owner may sell the land, but these Declarations of Covenants and Restrictions shall run with the land and be binding on the subsequent owner.

14. ***Subdivision of Lots:***

After a lot has been purchased, such lot shall not be further subdivided without the written consent of the Community Development Committee. No owner may sell, lease or rent less than all of the lot without the prior written consent of the Community Development Committee. The Community Development Committee may delegate this approval authority to the Community Development Department. The foregoing prohibition shall not apply to occupancy leases of space in a building made in the ordinary course of business.

15. ***Waiver of Notice:***

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

16. ***Variances:***

Notwithstanding anything contained herein to the contrary, the City of Appleton expressly reserves the right at any time to authorize in writing variances from the strict applications of these covenants and restrictions, or any one or more of them, where the circumstances, in its sole



and exclusive judgment, justifies the granting of same.

17. ***Enforcement:***

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

18. ***Invalidation:***

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

19. ***Term:***

Each lot shall be conveyed subject to the covenants and restrictions set forth herein, all of which are to run with the land and shall be binding on all parties and all persons claiming them for a period of thirty (30) years from the date of this Declaration of Covenants and Restrictions is recorded, after which time said covenants and restrictions as are then in force and effect shall be automatically renewed for successive periods of ten (10) years each, unless an instrument terminating such covenants and restrictions is recorded with the Outagamie County Register of Deeds by the Common Council as evidenced by a resolution duly adopted by a majority of all members of the Common Council.

# Southpoint Commerce Park Appleton, Wisconsin

Calumet Street (County Highway KK)

Slate Highway 441

Office  
Park

Retail  
Center

## Legend

- For Sale
- Office
- Offer
- Sold
- Industrial Park Boundary
- Ponds
- City Limits

Plank Road (County Highway AP)

Eisenhower Drive

Future Pond

9-5700-6  
Time Warner Cable  
Technical Operations Center

9-5712-1  
Mike Roberts  
9-5712-2  
Lot 2  
SCP Plat No. 1  
1.44 acres  
\$40,000/acre

9-5712-11  
Lot 11  
SCP Plat No. 1  
3.25 acres  
\$40,000/acre

9-5712-12  
Lot 12  
SCP Plat No. 1  
3.60 acres  
Office Use  
\$45,000/acre

9-5712-13  
Mike Roberts  
RPG 4

9-5712-3  
Flair  
Flexible  
Packaging

9-5712-10  
Arrow Moving  
Systems, Inc.

9-5712-9  
Lot 9  
SCP Plat No. 1  
3.28 acres  
Office Use  
\$45,000/acre

9-5712-4  
Appleton  
Hydraulic  
Components

9-5712-6  
Lot 6  
SCP Plat No. 1  
3.30 acres  
\$40,000/acre

9-5712-7  
Lot 7  
SCP Plat No. 1  
3.30 acres  
\$40,000/acre

9-5712-8  
Lot 8  
SCP Plat No. 1  
3.34 acres  
\$45,000/acre

9-5712-5  
Lot 5  
SCP Plat No. 1  
2.32 acres  
\$40,000/acre

9-5712-19  
Lot 19  
SCP Plat  
No. 2  
3.46 acres  
\$40,000/acre

9-5712-16  
Lot 16  
SCP Plat No. 2  
3.69 acres  
\$40,000/acre

9-5712-17  
Lot 17  
SCP Plat No. 2  
4.21 acres  
\$40,000/acre

9-5712-18  
Lot 18  
SCP Plat No. 2  
4.07 acres  
\$40,000/acre

9-5712-25  
Lot 25  
SCP Plat No. 2  
4.88 acres  
\$40,000/acre

9-5712-24  
Lot 24  
SCP Plat No. 2  
2.88 acres  
\$40,000/acre

9-5712-23  
Lot 23  
SCP Plat No. 2  
2.59 acres  
\$40,000/acre

9-5712-22  
Lot 22  
SCP Plat No. 2  
2.59 acres  
\$40,000/acre

9-5712-21  
Lot 21  
SCP Plat No. 2  
2.59 acres  
\$40,000/acre

9-5712-37  
Lot 37  
SCP Plat No. 3  
2.59 acres  
\$40,000/acre

9-5712-36  
Lot 36  
SCP Plat No. 3  
2.59 acres  
\$40,000/acre

9-5712-35  
Lot 35  
SCP Plat No. 3  
2.59 acres  
\$40,000/acre

9-5712-34  
Lot 34  
SCP Plat No. 3  
2.59 acres  
\$40,000/acre

9-5712-15  
Lot 15  
SCP Plat No. 2  
4.83 acres  
\$40,000/acre

9-5712-16  
Lot 16  
SCP Plat No. 2  
3.69 acres  
\$40,000/acre

9-5712-17  
Lot 17  
SCP Plat No. 2  
4.21 acres  
\$40,000/acre

9-5712-20  
Lot 20  
SCP Plat No. 2  
14.60 acres  
\$40,000/acre

9-5712-32  
Lot 32  
SCP Plat  
No. 3  
1.80 acres  
\$40,000/acre

9-5712-31  
Lot 31  
SCP Plat  
No. 3  
1.65 acres  
\$40,000/acre

9-5712-30  
Lot 30  
SCP Plat  
No. 3  
1.55 acres  
\$40,000/acre

9-5712-33  
Lot 33  
SCP Plat  
No. 3  
1.80 acres  
\$40,000/acre

9-5712-26  
Lot 26  
SCP Plat  
No. 3  
1.74 acres  
\$40,000/acre

9-5712-27  
Lot 27  
SCP Plat  
No. 3  
1.69 acres  
\$40,000/acre

9-5712-28  
Lot 28  
SCP Plat  
No. 3  
1.69 acres  
\$40,000/acre

Vantage Drive

Quest Drive

Alliance Drive

Milis Drive

Eisenhower Drive

Coop Road

Officially Mapped Midway Road

Midway Road



# SOUTHPOINT COMMERCE PARK PLAT NO. 1

PART OF LOT 4 OF CERTIFIED SURVEY MAP NO. 2264, AND PART OF LOT 1 OF CERTIFIED SURVEY MAP NO. 1222, AND PART OF THE NW 1/4 OF THE NE 1/4 OF THE NE 1/4 OF THE SW 1/4 OF THE NE 1/4 AND THE SE 1/4 OF THE NE 1/4, IN SECTION 4, TOWNSHIP 20 NORTH, RANGE 18 EAST, CITY OF APPLETON, CALUMET COUNTY, WISCONSIN.

SHEET 1 OF 2

CURVE TABLE

STATION	CHORD	ARC	ANGLE	CHORD	ARC	ANGLE
1+00.00	100.00	100.00	90.00	100.00	100.00	90.00
2+00.00	200.00	200.00	180.00	200.00	200.00	180.00
3+00.00	300.00	300.00	270.00	300.00	300.00	270.00
4+00.00	400.00	400.00	360.00	400.00	400.00	360.00
5+00.00	500.00	500.00	450.00	500.00	500.00	450.00
6+00.00	600.00	600.00	540.00	600.00	600.00	540.00
7+00.00	700.00	700.00	630.00	700.00	700.00	630.00
8+00.00	800.00	800.00	720.00	800.00	800.00	720.00
9+00.00	900.00	900.00	810.00	900.00	900.00	810.00
10+00.00	1000.00	1000.00	900.00	1000.00	1000.00	900.00

LOT 1 C.S.M. NO. 2264

LOT 2 C.S.M. NO. 1222

PLANK ROAD (C.T.H. "AP")

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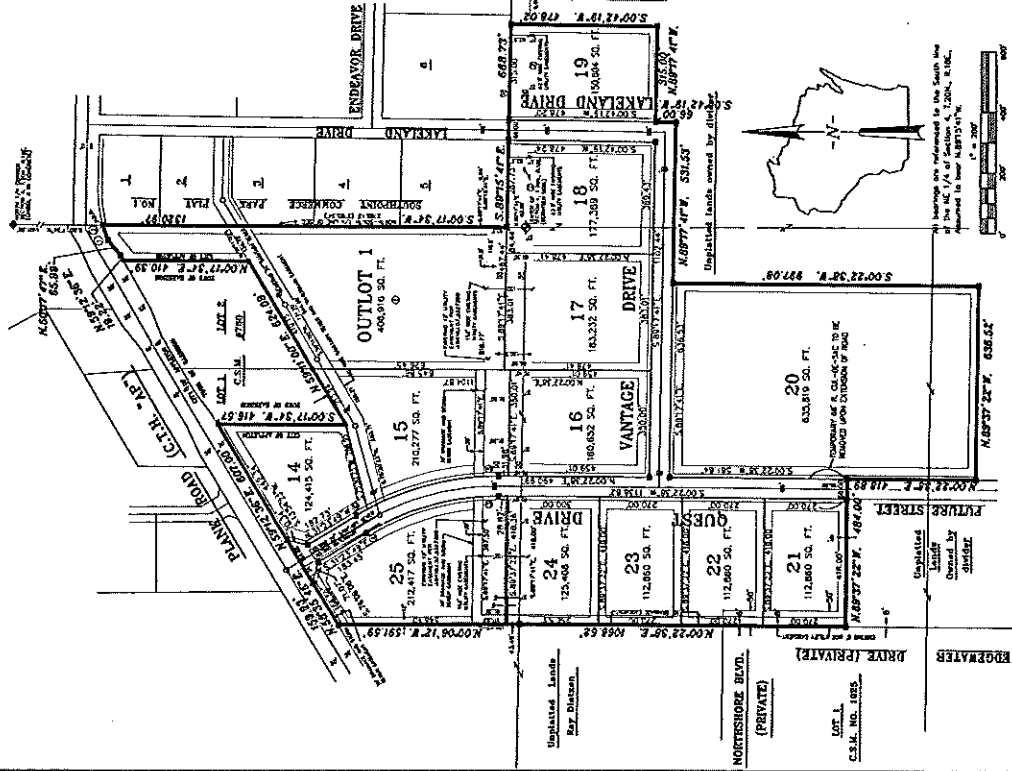
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PART OF LOT 4 OF CERTIFIED SURVEY MAP NO. 2264 AND PART OF THE SW 1/4 OF THE NE 1/4, THE NW 1/4 OF THE SE 1/4, THE NE 1/4 OF THE SW 1/4, THE SE 1/4 OF THE NW 1/4 AND THE SE 1/4 OF THE SW 1/4, IN SECTION 4, TOWNSHIP 20 NORTH, RANGE 18 EAST, CITY OF APPLETON, CALUMET COUNTY, WISCONSIN.



**CITY OF APPLETON**  
**DEPARTMENT OF PUBLIC WORKS**  
Engineering Division  
166 North Appleton Street  
Appleton, WI 54911  
(920) 832-4674  
FAX (920) 832-4489  
THIS INSTRUMENT DRAFTED BY: Y. KRONIM





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

---

Finance Department  
100 N. Appleton Street  
Appleton, WI 54912  
920-832-6442

**TO:** Chairperson Vered Meltzer and Members of the Utilities Committee

**FROM:** Kelli Rindt, Enterprise Fund Accounting Manager

**DATE:** July 10, 2020

**RE:** *Request to award three- year contract for City Service invoice printing and mailing services to Primadata LLC.*

---

The City prints and mails over 100,000 invoices and approximately 50,000 reminder notices annually for water, wastewater, stormwater and residential refuse service. Finance Department staff currently print all invoices and reminder notices on a high-speed printer located in the Clerk's Office. The inserting and mailing functions were outsourced to a vendor a few years back when the high-speed folding and inserting machine was failing and in need of replacement.

One staff member currently spends between 8-16 hours a month in the mail and copier room located in the Clerk's Office printing the invoices or notices and preparing them to be picked up by the mailing vendor. During this time the staff member is away from her desk and cannot easily or quickly respond to any customer service needs during this time.

There is no secondary high-speed printer available at City Hall if the machine is need of repair, staff either needs to print bills on a much slower machine within the Finance Department or wait until the machine is fixed. While most months multiple days are available to complete the printing process and mail invoices within Public Service Commission guidelines, many months there is only a short window of one or two days to complete the printing process and thus some overtime has been needed to complete the printing process on-time due to the high-speed printer not being in working condition.

The intent of this RFP is to select a vendor that could print, mail and combine multiple meter account mailings. The City received proposals from three companies with previous printing and mailing experience for municipalities. The responses were reviewed by staff from the Finance and Information Technology Departments. The following table identifies the proposal scores and estimated annual costs.



<b>COMPANY</b>	<b>Proposal Score</b>	<b>Value Score</b>	<b>Total Score</b>	<b>Estimated Annual Cost</b>
Mail Haus	61.5	22.8	84.3	\$82,495
Primadata	72	24.5	96.5	\$77,065
United Mailing Services	67.5	25	92.5	\$75,515

The evaluation team found that Primadata LLC had the highest total score and met the City's needs for this service. References were also reviewed for all proposals. The 2019 costs for paper, copier rental charges, envelopes, mailing services and postages was \$93,000.

Fees for envelopes, paper and printing costs will be fixed with the three-year contract. Actual postage costs will fluctuate during the contract period based on current USPS costs.

Based on the total score staff recommends awarding the contract for Printing and Mailing services to Primadata LLC. Should you have any questions regarding this project please contact me at phone: 832-6316.



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

---

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

**To:** Chairperson Vered Meltzer and Members of the Utilities Committee

**From:** Ryan Rice, AWWTP Operations Supervisor

**Cc:** Chris Shaw, Director of Utilities  
Paula Vandehey, Director of Public Works  
Dean Gazza, Director of Parks, Recreation and Facilities Management  
Mayor Jacob Woodford

**Date:** July 14, 2020

**Re:** *Request Approval of the electronic Compliance Maintenance Annual Report (eCMAR) for 2019 and Request Action Item be Presented to Common Council for Approval*

---

State of Wisconsin Code NR 208 mandates an annual assessment of the wastewater utility. Requirements under NR 208 are enforceable through the facility's Wisconsin Pollutant Discharge Elimination System (WPDES) permit. The 2019 eCMAR is required to be submitted to the Department of Natural Resources (DNR) by August 31, 2020.

After approval from the Utilities Committee and Common Council, the 2019 eCMAR will be submitted to the Wisconsin Department of Natural Resources. Each eCMAR category was letter graded (A, B, C, D, or F) based on regulatory criteria. The categories are then combined, and an overall treatment works grade point average was determined for 2019. Responses are required for categories with grades at or below a "C" or for an overall grade point average less than 3.0.

The overall letter grade for the 2019 eCMAR is an A with a grade point average of 3.86. All but one of the categorical grades for the facility were graded as excellent or A. The lone B grade was Effluent Quality & Plant Performance (Ammonia), which was a result of needed maintenance in March 2019 to descale and modify piping that allows for efficient ammonia removal. During the scale removal and construction, the monthly effluent ammonia average was 11 mg/L, which exceeded the permit limit of 10 mg/L. Since the project and subsequent projects to improve associated piping, all WPDES permit limits for effluent ammonia have been met.

Overall, the 2019 Compliance Maintenance Annual Report reflects sound utility planning and operations. I would like to credit the Utilities Committee and Council for continued investment in our wastewater facilities, Wastewater Staff for their work in achieving a fine maintenance and compliance record, the Department of Public Works for collection system engineering and maintenance, and Facilities Management for maintaining our buildings and grounds.

I recommend approving the 2019 eCMAR in support thereof. If you have any questions concerning the 2019 eCMAR please contact Ryan Rice at 832-2349.

# Compliance Maintenance Annual Report

Appleton Wastewater Treatment Facility

Last Updated: Reporting For:  
6/15/2020 **2019**

## Influent Flow and Loading

### 1. Monthly Average Flows and BOD Loadings

#### 1.1 Verify the following monthly flows and BOD loadings to your facility.

Influent No. 701	Influent Monthly Average Flow, MGD	x	Influent Monthly Average BOD Concentration mg/L	x	8.34	=	Influent Monthly Average BOD Loading, lbs/day
January	12.3265	x	284	x	8.34	=	29,145
February	9.1025	x	310	x	8.34	=	23,534
March	16.7932	x	282	x	8.34	=	39,496
April	18.4947	x	190	x	8.34	=	29,307
May	17.7303	x	154	x	8.34	=	22,723
June	13.9250	x	222	x	8.34	=	25,782
July	11.1923	x	200	x	8.34	=	18,669
August	9.0926	x	300	x	8.34	=	22,750
September	14.5013	x	325	x	8.34	=	39,245
October	15.8355	x	102	x	8.34	=	13,471
November	13.9123	x	242	x	8.34	=	28,079
December	14.5626	x	116	x	8.34	=	14,088

### 2. Maximum Monthly Design Flow and Design BOD Loading

#### 2.1 Verify the design flow and loading for your facility.

Design	Design Factor	x	%	=	% of Design
Max Month Design Flow, MGD	24.4	x	90	=	21.96
		x	100	=	24.4
Design BOD, lbs/day	40900	x	90	=	36810
		x	100	=	40900

#### 2.2 Verify the number of times the flow and BOD exceeded 90% or 100% of design, points earned, and score:

	Months of Influent	Number of times flow was greater than 90% of	Number of times flow was greater than 100% of	Number of times BOD was greater than 90% of design	Number of times BOD was greater than 100% of design
January	1	0	0	0	0
February	1	0	0	0	0
March	1	0	0	1	0
April	1	0	0	0	0
May	1	0	0	0	0
June	1	0	0	0	0
July	1	0	0	0	0
August	1	0	0	0	0
September	1	0	0	1	0
October	1	0	0	0	0
November	1	0	0	0	0
December	1	0	0	0	0
Points per each		2	1	3	2
Exceedances		0	0	2	0
Points		0	0	6	0
<b>Total Number of Points</b>					<b>6</b>

# Compliance Maintenance Annual Report

Appleton Wastewater Treatment Facility

Last Updated: Reporting For:  
6/15/2020 2019

## 3. Flow Meter

3.1 Was the influent flow meter calibrated in the last year?

- ☒ Yes Enter last calibration date (MM/DD/YYYY)

2019-07-10

☐ No

If No, please explain:

## 4. Sewer Use Ordinance

4.1 Did your community have a sewer use ordinance that limited or prohibited the discharge of excessive conventional pollutants ((C)BOD, SS, or pH) or toxic substances to the sewer from industries, commercial users, hauled waste, or residences?

☒ Yes

☐ No

If No, please explain:

4.2 Was it necessary to enforce the ordinance?

☒ Yes

☐ No

If Yes, please explain:

Infractions occurred that exceeded the industrial limits for pH and chromium. All industries demonstrated a return to compliance for these infractions. The AWWTP did not experience an upset as a result of the discharges.

## 5. Septage Receiving

5.1 Did you have requests to receive septage at your facility?

Septic Tanks Holding Tanks Grease Traps

☒ Yes

☒ Yes

☐ Yes

☐ No

☐ No

☒ No

5.2 Did you receive septage at your facility? If yes, indicate volume in gallons.

Septic Tanks

☒ Yes 214,640 gallons

☐ No

Holding Tanks

☒ Yes 960,172 gallons

☐ No

Grease Traps

☐ Yes gallons

☒ No

5.2.1 If yes to any of the above, please explain if plant performance is affected when receiving any of these wastes.

Plant performance is not affected by these discharges.

## 6. Pretreatment

6.1 Did your facility experience operational problems, permit violations, biosolids quality concerns, or hazardous situations in the sewer system or treatment plant that were attributable to commercial or industrial discharges in the last year?

☐ Yes

☒ No

If yes, describe the situation and your community's response.

# Compliance Maintenance Annual Report

Appleton Wastewater Treatment Facility

Last Updated: Reporting For:  
6/15/2020 **2019**

<div></div> <p>6.2 Did your facility accept hauled industrial wastes, landfill leachate, etc.?</p> <ul style="list-style-type: none"><li>● Yes</li><li>○ No</li></ul> <p>If yes, describe the types of wastes received and any procedures or other restrictions that were in place to protect the facility from the discharge of hauled industrial wastes.</p> <div>AWWTP receives food processing wastes and landfill leachate. All wastes are tested prior to acceptance. Acceptance is based on toxicity and loading potential. Once waste has been screened and approved by AWWTP staff, it is discharged to the headworks or digestion for treatment.</div>	
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Total Points Generated	6
Score (100 - Total Points Generated)	94
Section Grade	A



# Compliance Maintenance Annual Report

Appleton Wastewater Treatment Facility

Last Updated: Reporting For:

6/15/2020

2019

## Effluent Quality and Plant Performance (BOD/CBOD)

### 1. Effluent (C)BOD Results

1.1 Verify the following monthly average effluent values, exceedances, and points for BOD or CBOD

Outfall No. 001	Monthly Average Limit (mg/L)	90% of Permit Limit > 10 (mg/L)	Effluent Monthly Average (mg/L)	Months of Discharge with a Limit	Permit Limit Exceedance	90% Permit Limit Exceedance
January	25	22.5	8	1	0	0
February	25	22.5	13	1	0	0
March	25	22.5	13	1	0	0
April	25	22.5	7	1	0	0
May	25	22.5	5	1	0	0
June	25	22.5	4	1	0	0
July	25	22.5	5	1	0	0
August	25	22.5	4	1	0	0
September	25	22.5	5	1	0	0
October	25	22.5	5	1	0	0
November	25	22.5	7	1	0	0
December	25	22.5	5	1	0	0

\* Equals limit if limit is  $\leq 10$

Months of discharge/yr	12		
Points per each exceedance with 12 months of discharge		7	3
Exceedances		0	0
Points		0	0
<b>Total number of points</b>			<b>0</b>

NOTE: For systems that discharge intermittently to state waters, the points per monthly exceedance for this section shall be based upon a multiplication factor of 12 months divided by the number of months of discharge. Example: For a wastewater facility discharging only 6 months of the year, the multiplication factor is  $12/6 = 2.0$

1.2 If any violations occurred, what action was taken to regain compliance?

### 2. Flow Meter Calibration

2.1 Was the effluent flow meter calibrated in the last year?

☐ Yes Enter last calibration date (MM/DD/YYYY)

☒ No

If No, please explain:

Our effluent outfall wasn't designed for installation of a flowmeter. Influent flow is used in place of an effluent flowmeter.

### 3. Treatment Problems

3.1 What problems, if any, were experienced over the last year that threatened treatment?

None

### 4. Other Monitoring and Limits

4.1 At any time in the past year was there an exceedance of a permit limit for any other pollutants such as chlorides, pH, residual chlorine, fecal coliform, or metals?

☐ Yes

# Compliance Maintenance Annual Report

Appleton Wastewater Treatment Facility

Last Updated: Reporting For:  
6/15/2020 **2019**

<p>● No</p> <p>If Yes, please explain:</p> <div></div> <p>4.2 At any time in the past year was there a failure of an effluent acute or chronic whole effluent toxicity (WET) test?</p> <p>○ Yes</p> <p>● No</p> <p>If Yes, please explain:</p> <div></div> <p>4.3 If the biomonitoring (WET) test did not pass, were steps taken to identify and/or reduce source(s) of toxicity?</p> <p>○ Yes</p> <p>○ No</p> <p>● N/A</p> <p>Please explain unless not applicable:</p> <div></div>	
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<b>Total Points Generated</b>	0
<b>Score (100 - Total Points Generated)</b>	100
<b>Section Grade</b>	<b>A</b>

# Compliance Maintenance Annual Report

Appleton Wastewater Treatment Facility

Last Updated: Reporting For:

6/15/2020

2019

## Effluent Quality and Plant Performance (Total Suspended Solids)

### 1. Effluent Total Suspended Solids Results

#### 1.1 Verify the following monthly average effluent values, exceedances, and points for TSS:

Outfall No. 001	Monthly Average Limit (mg/L)	90% of Permit Limit >10 (mg/L)	Effluent Monthly Average (mg/L)	Months of Discharge with a Limit	Permit Limit Exceedance	90% Permit Limit Exceedance
January	30	27	5	1	0	0
February	30	27	16	1	0	0
March	30	27	6	1	0	0
April	30	27	3	1	0	0
May	30	27	2	1	0	0
June	30	27	2	1	0	0
July	30	27	2	1	0	0
August	30	27	1	1	0	0
September	30	27	3	1	0	0
October	30	27	3	1	0	0
November	30	27	3	1	0	0
December	30	27	3	1	0	0

\* Equals limit if limit is <= 10

Months of Discharge/yr	12		
<b>Points per each exceedance with 12 months of discharge:</b>		<b>7</b>	<b>3</b>
Exceedances		0	0
Points		0	0
<b>Total Number of Points</b>		<b>0</b>	

NOTE: For systems that discharge intermittently to state waters, the points per monthly exceedance for this section shall be based upon a multiplication factor of 12 months divided by the number of months of discharge.

Example: For a wastewater facility discharging only 6 months of the year, the multiplication factor is  $12/6 = 2.0$

#### 1.2 If any violations occurred, what action was taken to regain compliance?

<b>Total Points Generated</b>	0
<b>Score (100 - Total Points Generated)</b>	100
<b>Section Grade</b>	<b>A</b>

# Compliance Maintenance Annual Report

Appleton Wastewater Treatment Facility

Last Updated: Reporting For:

6/15/2020

2019

## Effluent Quality and Plant Performance (Ammonia - NH3)

### 1. Effluent Ammonia Results

1.1 Verify the following monthly and weekly average effluent values, exceedances and points for ammonia

Outfall No. 001	Monthly Average NH3 Limit (mg/L)	Weekly Average NH3 Limit (mg/L)	Effluent Monthly Average NH3 (mg/L)	Monthly Permit Limit Exceed ance	Effluent Weekly Average for Week 1	Effluent Weekly Average for Week 2	Effluent Weekly Average for Week 3	Effluent Weekly Average for Week 4	Weekly Permit Limit Exceed ance
January	10		1.371935	484 0					
February	10		3.575	0					
March	10		11.124838	71 1					
April	11		5.109	0					
May	11		2.874516	129 0					
June	4.4		1.459	0					
July	4.4		1.854516	129 0					
August	4.4		1.607419	355 0					
September	4.4		2.337333	333 0					
October	18		1.977741	935 0					
November	18		2.906	0					
December	18		3.646774	194 0					
Points per each exceedance of Monthly average:									10
Exceedances, Monthly:									1
Points:									10
Points per each exceedance of weekly average (when there is no monthly average):									2.5
Exceedances, Weekly:									0
Points:									0
<b>Total Number of Points</b>									<b>10</b>

10

NOTE: Limit exceedances are considered for monthly OR weekly averages but not both. When a monthly average limit exists it will be used to determine exceedances and generate points. This will be true even if a weekly limit also exists. When a weekly average limit exists and a monthly limit does not exist, the weekly limit will be used to determine exceedances and generate points.

1.2 If any violations occurred, what action was taken to regain compliance?

- Effluent ammonia monthly average limit of 10 mg/l was exceeded in March with an average concentration of 11.12 mg/l reported. A temporary shutdown of the BFP filtrate line was required in March to facilitate piping modifications. This work was necessitated by excessive struvite formation (hard mineral scale) that restricted flow through the pipe. Ammonia rich (average 450 mg/l) filtrate flow was redirected to a point in the liquids process that is not as effective at removing ammonia. BFP filtrate flow was redirected back to the normal process addition point following the successful completion of the piping work on April 10, 2019.

<b>Total Points Generated</b>	10
<b>Score (100 - Total Points Generated)</b>	90
<b>Section Grade</b>	<b>B</b>

# Compliance Maintenance Annual Report

Appleton Wastewater Treatment Facility

Last Updated: Reporting For:  
6/15/2020 **2019**

## Effluent Quality and Plant Performance (Phosphorus)

### 1. Effluent Phosphorus Results

#### 1.1 Verify the following monthly average effluent values, exceedances, and points for Phosphorus

Outfall No. 001	Monthly Average phosphorus Limit (mg/L)	Effluent Monthly Average phosphorus (mg/L)	Months of Discharge with a Limit	Permit Limit Exceedance
January	1	0.232	1	0
February	1	0.458	1	0
March	1	0.248	1	0
April	1	0.155	1	0
May	1	0.127	1	0
June	1	0.150	1	0
July	1	0.144	1	0
August	1	0.176	1	0
September	1	0.167	1	0
October	1	0.157	1	0
November	1	0.130	1	0
December	1	0.128	1	0
Months of Discharge/yr			12	
<b>Points per each exceedance with 12 months of discharge:</b>				<b>10</b>
Exceedances				0
<b>Total Number of Points</b>				<b>0</b>

0

NOTE: For systems that discharge intermittently to waters of the state, the points per monthly exceedance for this section shall be based upon a multiplication factor of 12 months divided by the number of months of discharge.

Example: For a wastewater facility discharging only 6 months of the year, the multiplication factor is  $12/6 = 2.0$

#### 1.2 If any violations occurred, what action was taken to regain compliance?

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<b>Total Points Generated</b>	0
<b>Score (100 - Total Points Generated)</b>	100
<b>Section Grade</b>	<b>A</b>

Last Updated: 6/15/2020      Reporting For: **2019**

[illegible]



# Compliance Maintenance Annual Report

Appleton Wastewater Treatment Facility

Last Updated: Reporting For:

6/15/2020

2019

## Outfall No. 003 - Cake Sludge

Parameter	80% of Limit	H.Q. Limit	Ceiling Limit	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	80% Value	High Quality	Ceiling
Arsenic		41	75	2.57		<3.36		<3.57		5.73		2.3		<7.45			0	0
Cadmium		39	85	<.13		<.388		<.414		<.498		<.129		<.352			0	0
Copper		1500	4300	30		72.5		72.8		67.6		71.2		71			0	0
Lead		300	840	2.2		3.83		3.7		5.02		3.93		5.74			0	0
Mercury		17	57	.03		<.116		<.153		<.107		<.136		.194			0	0
Molybdenum	60		75	1.1		6.7		2.95		2.24		4		2.77		0		0
Nickel	336		420	1.3		6.49		6.9		7.22		<.112		8.94		0		0
Selenium	80		100	2.5		<7.3		<7.78		<9.36		<2.4		<6.58		0		0
Zinc		2800	7500	48		116		157		132		129		135			0	0

## Outfall No. 009 - Biosolids- Compost Class B

Parameter	80% of Limit	H.Q. Limit	Ceiling Limit	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	80% Value	High Quality	Ceiling
Arsenic		41	75						4.1								0	0
Cadmium		39	85						<.482								0	0
Copper		1500	4300						61.3								0	0
Lead		300	840						14.2								0	0
Mercury		17	57						<.57								0	0
Molybdenum	60		75						1.76							0		0
Nickel	336		420						9.14							0		0
Selenium	80		100						1.23							0		0
Zinc		2800	7500						132								0	0

0

3.1.1 Number of times any of the metals exceeded the high quality limits OR 80% of the limit for molybdenum, nickel, or selenium = 0

Exceedence Points

- 0 (0 Points)
- 1-2 (10 Points)
- > 2 (15 Points)

3.1.2 If you exceeded the high quality limits, did you cumulatively track the metals loading at each land application site? (check applicable box)

- Yes
- No (10 points)
- N/A - Did not exceed limits or no HQ limit applies (0 points)
- N/A - Did not land apply biosolids until limit was met (0 points)

3.1.3 Number of times any of the metals exceeded the ceiling limits = 0

Exceedence Points

- 0 (0 Points)
- 1 (10 Points)
- > 1 (15 Points)

3.1.4 Were biosolids land applied which exceeded the ceiling limit?

- Yes (20 Points)
- No (0 Points)

3.1.5 If any metal limit (high quality or ceiling) was exceeded at any time, what action was taken? Has the source of the metals been identified?

## 4. Pathogen Control (per outfall):

4.1 Verify the following information. If any information is incorrect, use the Report Issue button under the Options header in the left-side menu.

# Compliance Maintenance Annual Report

Appleton Wastewater Treatment Facility

Last Updated: Reporting For:  
6/15/2020 **2019**

Outfall Number:	<b>003</b>
Biosolids Class:	B
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	01/01/2019 - 02/28/2019
Density:	15,529
Sample Concentration Amount:	CFU/G TS
Requirement Met:	Yes
Land Applied:	No
Process:	Anaerobic Digestion
Process Description:	Anaerobic digestion with a 38-day HRT as verified by the Van Kleeck Method

Outfall Number:	<b>003</b>
Biosolids Class:	B
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	03/01/2019 - 04/30/2019
Density:	11,299
Sample Concentration Amount:	CFU/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Anaerobic Digestion
Process Description:	Anaerobic digestion with a 38-day HRT as verified by the Van Kleeck Method

Outfall Number:	<b>003</b>
Biosolids Class:	B
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	05/01/2019 - 06/30/2019
Density:	21,242
Sample Concentration Amount:	CFU/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Anaerobic Digestion
Process Description:	Anaerobic digestion with a 38-day HRT as verified by the Van Kleeck Method

Outfall Number:	<b>003</b>
Biosolids Class:	B
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	07/01/2019 - 08/31/2019
Density:	16,318
Sample Concentration Amount:	CFU/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Anaerobic Digestion
Process Description:	Anaerobic digestion with a 38-day HRT as verified by the Van Kleeck Method

# Compliance Maintenance Annual Report

Appleton Wastewater Treatment Facility

Last Updated: Reporting For:  
6/15/2020 **2019**

Outfall Number:	<b>003</b>
Biosolids Class:	B
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	09/01/2019 - 10/31/2019
Density:	18,901
Sample Concentration Amount:	CFU/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Anaerobic Digestion
Process Description:	Anaerobic digestion with a 38-day HRT as verified by the Van Kleeck Method

Outfall Number:	<b>003</b>
Biosolids Class:	B
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	11/01/2019 - 12/31/2019
Density:	13,230
Sample Concentration Amount:	CFU/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Anaerobic Digestion
Process Description:	Anaerobic digestion with a 38-day HRT as verified by the Van Kleeck Method

Outfall Number:	<b>009</b>
Biosolids Class:	B
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	04/01/2019 - 06/30/2019
Density:	0
Sample Concentration Amount:	CFU/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Composting
Process Description:	The composting material did not maintain a temperature of 55 degrees C or higher for 15 days or longer. Therefore, it is considered class B biosolids compost and will be used on capping projects for the Outagamie County Recycling and Solid Waste.

4.2 If exceeded Class B limit or did not meet the process criteria at the time of land application.

4.2.1 Was the limit exceeded or the process criteria not met at the time of land application?

○ Yes (40 Points)

● No

If yes, what action was taken?

5. Vector Attraction Reduction (per outfall):

0

# Compliance Maintenance Annual Report

Appleton Wastewater Treatment Facility

Last Updated: Reporting For:

6/15/2020

2019

5.1 Verify the following information. If any of the information is incorrect, use the Report Issue button under the Options header in the left-side menu.

Outfall Number:	<b>003</b>
Method Date:	01/14/2019
Option Used To Satisfy Requirement:	Volatile Solids Reduction
Requirement Met:	Yes
Land Applied:	No
Limit (if applicable):	>=38
Results (if applicable):	49.10

Outfall Number:	<b>003</b>
Method Date:	03/11/2019
Option Used To Satisfy Requirement:	Volatile Solids Reduction
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	>=38
Results (if applicable):	49.90

Outfall Number:	<b>003</b>
Method Date:	05/13/2019
Option Used To Satisfy Requirement:	Volatile Solids Reduction
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	>=38
Results (if applicable):	45.40

Outfall Number:	<b>003</b>
Method Date:	07/15/2019
Option Used To Satisfy Requirement:	Volatile Solids Reduction
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	>=38
Results (if applicable):	47.90

Outfall Number:	<b>003</b>
Method Date:	09/16/2019
Option Used To Satisfy Requirement:	Volatile Solids Reduction
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	>=38
Results (if applicable):	39.30

# Compliance Maintenance Annual Report

Appleton Wastewater Treatment Facility

Last Updated: Reporting For:  
6/15/2020 **2019**

Outfall Number:	<b>003</b>		<b>0</b>
Method Date:	11/18/2019		
Option Used To Satisfy Requirement:	Volatile Solids Reduction		
Requirement Met:	Yes		
Land Applied:	Yes		
Limit (if applicable):	>=38		
Results (if applicable):	47.90		
Outfall Number:	<b>009</b>		<b>0</b>
Method Date:	06/30/2019		
Option Used To Satisfy Requirement:	Aerobic Composting Process		
Requirement Met:	Yes		
Land Applied:	Yes		
Limit (if applicable):			
Results (if applicable):			
5.2 Was the limit exceeded or the process criteria not met at the time of land application?			
○ Yes (40 Points)			
● No			
If yes, what action was taken?			
<div></div>			
6. Biosolids Storage			
6.1 How many days of actual, current biosolids storage capacity did your wastewater treatment facility have either on-site or off-site?			
● >= 180 days (0 Points)			
○ 150 - 179 days (10 Points)			
○ 120 - 149 days (20 Points)			
○ 90 - 119 days (30 Points)			
○ < 90 days (40 Points)			
○ N/A (0 Points)			
6.2 If you checked N/A above, explain why.			
<div></div>			
7. Issues			
7.1 Describe any outstanding biosolids issues with treatment, use or overall management:			
<div>Land application sites were removed from inventory because of incompatible soil types and will no longer be used for spreading biosolids.</div>			

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

# Compliance Maintenance Annual Report

Appleton Wastewater Treatment Facility

Last Updated: Reporting For:

6/15/2020

2019

## Staffing and Preventative Maintenance (All Treatment Plants)

<p>1. Plant Staffing</p> <p>1.1 Was your wastewater treatment plant adequately staffed last year?</p> <ul style="list-style-type: none"><li>● Yes</li><li>○ No</li></ul> <p>If No, please explain:</p> <div></div> <p>Could use more help/staff for:</p> <div></div> <p>1.2 Did your wastewater staff have adequate time to properly operate and maintain the plant and fulfill all wastewater management tasks including recordkeeping?</p> <ul style="list-style-type: none"><li>● Yes</li><li>○ No</li></ul> <p>If No, please explain:</p> <div></div>	
<p>2. Preventative Maintenance</p> <p>2.1 Did your plant have a documented AND implemented plan for preventative maintenance on major equipment items?</p> <ul style="list-style-type: none"><li>● Yes (Continue with question 2) <input type="checkbox"/><input type="checkbox"/></li><li>○ No (40 points)<input type="checkbox"/><input type="checkbox"/></li></ul> <p>If No, please explain, then go to question 3:</p> <div></div> <p>2.2 Did this preventative maintenance program depict frequency of intervals, types of lubrication, and other tasks necessary for each piece of equipment?</p> <ul style="list-style-type: none"><li>● Yes</li><li>○ No (10 points)</li></ul> <p>2.3 Were these preventative maintenance tasks, as well as major equipment repairs, recorded and filed so future maintenance problems can be assessed properly?</p> <ul style="list-style-type: none"><li>● Yes<ul style="list-style-type: none"><li>○ Paper file system</li><li>○ Computer system</li><li>● Both paper and computer system</li></ul></li><li>○ No (10 points)</li></ul>	0
<p>3. O&amp;M Manual</p> <p>3.1 Does your plant have a detailed O&amp;M and Manufacturer Equipment Manuals that can be used as a reference when needed?</p> <ul style="list-style-type: none"><li>● Yes</li><li>○ No</li></ul>	
<p>4. Overall Maintenance /Repairs</p> <p>4.1 Rate the overall maintenance of your wastewater plant.</p> <ul style="list-style-type: none"><li>○ Excellent</li><li>● Very good</li><li>○ Good</li><li>○ Fair</li><li>○ Poor</li></ul> <p>Describe your rating:</p>	



# Compliance Maintenance Annual Report

Appleton Wastewater Treatment Facility

Last Updated: Reporting For:  
6/15/2020 2019

Operations/maintenance staff are knowledgeable and dedicated to repairing immediate needs, while also planning ahead for future maintenance and capital improvement projects.	
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Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

# Compliance Maintenance Annual Report

Appleton Wastewater Treatment Facility

Last Updated: Reporting For:  
6/15/2020 **2019**

## Operator Certification and Education

### 1. Operator-In-Charge

1.1 Did you have a designated operator-in-charge during the report year?

- Yes (0 points)
- No (20 points)

Name:

RYAN RICE

Certification No:

35598

0

### 2. Certification Requirements

2.1 In accordance with Chapter NR 114.56 and 114.57, Wisconsin Administrative Code, what level and subclass(es) were required for the operator-in-charge (OIC) to operate the wastewater treatment plant and what level and subclass(es) were held by the operator-in-charge?

Sub Class	SubClass Description	WWTP	OIC		
		Advanced	OIT	Basic	Advanced
A1	Suspended Growth Processes	X			X
A2	Attached Growth Processes				
A3	Recirculating Media Filters				
A4	Ponds, Lagoons and Natural				
A5	Anaerobic Treatment Of Liquid				
B	Solids Separation	X			X
C	Biological Solids/Sludges	X			X
P	Total Phosphorus	X			X
N	Total Nitrogen				
D	Disinfection	X			X
L	Laboratory	X			X
U	Unique Treatment Systems				
SS	Sanitary Sewage Collection	X	NA	X	NA

2.2 Was the operator-in-charge certified at the appropriate level and subclass(es) to operate this plant? (Note: Certification in subclass SS, N and A5 not required in 2019; subclass SS is basic level only.)

- Yes (0 points)
- No (20 points)

0

### 3. Succession Planning

3.1 In the event of the loss of your designated operator-in-charge, did you have a contingency plan to ensure the continued proper operation and maintenance of the plant that includes one or more of the following options (check all that apply)?

- ☒ One or more additional certified operators on staff
- ☐ An arrangement with another certified operator
- ☐ An arrangement with another community with a certified operator
- ☐ An operator on staff who has an operator-in-training certificate for your plant and is expected to be certified within one year
- ☐ A consultant to serve as your certified operator
- ☐ None of the above (20 points)

If "None of the above" is selected, please explain:

0

### 4. Continuing Education Credits

# Compliance Maintenance Annual Report

Appleton Wastewater Treatment Facility

Last Updated: Reporting For:  
6/15/2020 **2019**

4.1 If you had a designated operator-in-charge, was the operator-in-charge earning Continuing Education Credits at the following rates?

OIT and Basic Certification:

- Averaging 6 or more CECs per year.
- Averaging less than 6 CECs per year.

Advanced Certification:

- Averaging 8 or more CECs per year.
- Averaging less than 8 CECs per year.

<b>Total Points Generated</b>	0
<b>Score (100 - Total Points Generated)</b>	100
<b>Section Grade</b>	<b>A</b>

# Compliance Maintenance Annual Report

Appleton Wastewater Treatment Facility

Last Updated: Reporting For:  
6/15/2020 **2019**

## Financial Management

### 1. Provider of Financial Information

Name:

Kelli Rindt

Telephone:

(920) 832-6316

(XXX) XXX-XXXX

E-Mail Address  
(optional):

kelli.rindt@appleton.org

### 2. Treatment Works Operating Revenues

2.1 Are User Charges or other revenues sufficient to cover O&M expenses for your wastewater treatment plant AND/OR collection system ?

● Yes (0 points) ☐

○ No (40 points)

If No, please explain:

2.2 When was the User Charge System or other revenue source(s) last reviewed and/or revised?  
Year:

2019

● 0-2 years ago (0 points) ☐

○ 3 or more years ago (20 points) ☐

○ N/A (private facility)

2.3 Did you have a special account (e.g., CWP required segregated Replacement Fund, etc.) or financial resources available for repairing or replacing equipment for your wastewater treatment plant and/or collection system?

● Yes (0 points)

○ No (40 points)

0

REPLACEMENT FUNDS [PUBLIC MUNICIPAL FACILITIES SHALL COMPLETE QUESTION 3]

### 3. Equipment Replacement Funds

3.1 When was the Equipment Replacement Fund last reviewed and/or revised?

Year:

2019

● 1-2 years ago (0 points) ☐

○ 3 or more years ago (20 points) ☐

○ N/A

If N/A, please explain:

### 3.2 Equipment Replacement Fund Activity

#### 3.2.1 Ending Balance Reported on Last Year's CMAR

\$ 3,672,491.95

3.2.2 Adjustments - if necessary (e.g. earned interest, audit correction, withdrawal of excess funds, increase making up previous shortfall, etc.)

\$ 0.00

3.2.3 Adjusted January 1st Beginning Balance

\$ 3,672,491.95

3.2.4 Additions to Fund (e.g. portion of User Fee, earned interest, etc.)

+

\$ 151,409.19

# Compliance Maintenance Annual Report

Appleton Wastewater Treatment Facility

Last Updated: Reporting For:  
6/15/2020 2019

3.2.5 Subtractions from Fund (e.g., equipment replacement, major repairs - use description box 3.2.6.1 below\*)

- \$ 0.00

3.2.6 Ending Balance as of December 31st for CMAR Reporting Year

\$ 3,823,901.14

All Sources: This ending balance should include all Equipment Replacement Funds whether held in a bank account(s), certificate(s) of deposit, etc.

3.2.6.1 Indicate adjustments, equipment purchases, and/or major repairs from 3.2.5 above.

3.3 What amount should be in your Replacement Fund?

\$ 2,433,362.00

0

Please note: If you had a CWFP loan, this amount was originally based on the Financial Assistance Agreement (FAA) and should be regularly updated as needed. Further calculation instructions and an example can be found by clicking the SectionInstructions link under Info header in the left-side menu.

3.3.1 Is the December 31 Ending Balance in your Replacement Fund above, (#3.2.6) equal to, or greater than the amount that should be in it (#3.3)?

● Yes

○ No

If No, please explain.

## 4. Future Planning

4.1 During the next ten years, will you be involved in formal planning for upgrading, rehabilitating, or new construction of your treatment facility or collection system?

● Yes - If Yes, please provide major project information, if not already listed below. ☐ ☐

○ No

Project #	Project Description	Estimated Cost	Approximate Construction Year
1	Sludge Storage Improvements	8,750,000	2023
2	Receiving Station Improvements	330,000	2021
3	Belt filter press upgrades	5,550,000	2021
4	Multi-Year Electrical Equipment Upgrade	7,233,777	2020
5	Multi-year HVAC Upgrades	2,680,482	2020
6	PLC & SCADA Upgrades	60,000	2021
7	Marshall Heights Lift Station Improvements	200,000	2022
8	Process Improvements - (Filtrate tank/piping, RAS pumps, WGB, Blended Sludge HEX, Effluent Pumps, Primary Clarifier Drives)	2,663,940	2020
9	Water Lateral Replacement	453,331	2020
10	Multi-year Lighting Upgrades	250,000	2022
11	Roof Replacements	400000	2022
12	Multi-Year Driveway and Walkway Replacements	1,163,788	2020
13	Glacier Ridge Lift Station	400,000	2023
14	#1 Aeration Tank Blower Replacement	535,000	2022
15	Radioactive Source Replacements	130,000	2023

## 5. Financial Management General Comments

ENERGY EFFICIENCY AND USE

# Compliance Maintenance Annual Report

Appleton Wastewater Treatment Facility

Last Updated: Reporting For:  
6/15/2020 **2019**

## 6. Collection System

### 6.1 Energy Usage

6.1.1 Enter the monthly energy usage from the different energy sources:

#### **COLLECTION SYSTEM PUMPAGE: Total Power Consumed**

Number of Municipally Owned Pump/Lift Stations:

	<b>Electricity Consumed (kWh)</b>	<b>Natural Gas Consumed (therms)</b>
<b>January</b>	38,446	257
<b>February</b>	31,756	390
<b>March</b>	27,922	275
<b>April</b>	27,349	92
<b>May</b>	24,168	16
<b>June</b>	22,090	9
<b>July</b>	19,390	1
<b>August</b>	14,654	3
<b>September</b>	17,958	8
<b>October</b>	20,992	141
<b>November</b>	25,180	309
<b>December</b>	29,539	357
<b>Total</b>	<b>299,444</b>	<b>1,858</b>
<b>Average</b>	<b>24,954</b>	<b>155</b>

#### 6.1.2 Comments:

## 6.2 Energy Related Processes and Equipment

6.2.1 Indicate equipment and practices utilized at your pump/lift stations (Check all that apply):

- ☒ Comminution or Screening
- ☐ Extended Shaft Pumps
- ☒ Flow Metering and Recording
- ☐ Pneumatic Pumping
- ☒ SCADA System
- ☒ Self-Priming Pumps
- ☒ Submersible Pumps
- ☒ Variable Speed Drives
- ☐ Other:

#### 6.2.2 Comments:

6.3 Has an Energy Study been performed for your pump/lift stations?

☐ No

☒ Yes

Year:



# Compliance Maintenance Annual Report

Appleton Wastewater Treatment Facility

Last Updated: Reporting For:

6/15/2020

2019

By Whom:

Donohue & Associates, McMahon Engineers

Describe and Comment:

In the last five years the following lift stations have been reviewed and new designs, some including new energy efficient pumps, VFDs, etc., have been completed through construction projects: Briarcliff LS, Midways Rd LS, Spartan Dr LS, and Scarlet Oak LS. Maintaining a lift station inventory that is energy efficient is a City of Appleton objective.

## 6.4 Future Energy Related Equipment

6.4.1 What energy efficient equipment or practices do you have planned for the future for your pump/lift stations?

Future lift station pump and motor upgrades will replace less efficient equipment with more energy efficient pumps and motors.

## 7. Treatment Facility

### 7.1 Energy Usage

7.1.1 Enter the monthly energy usage from the different energy sources:

#### TREATMENT PLANT: Total Power Consumed/Month

	Electricity Consumed (kWh)	Total Influent Flow (MG)	Electricity Consumed/ Flow (kWh/MG)	Total Influent BOD (1000 lbs)	Electricity Consumed/ Total Influent BOD (kWh/1000lbs)	Natural Gas Consumed (therms)
January	841,347	382.12	2,202	903.50	931	41,764
February	812,276	254.87	3,187	658.95	1,233	43,167
March	928,491	520.59	1,784	1,224.38	758	30,949
April	898,586	554.84	1,620	879.21	1,022	18,279
May	931,934	549.64	1,696	704.41	1,323	18,279
June	791,423	417.75	1,894	773.46	1,023	13,961
July	886,177	346.96	2,554	578.74	1,531	10,252
August	655,825	281.87	2,327	705.25	930	10,730
September	819,954	435.04	1,885	1,177.35	696	13,764
October	921,153	490.90	1,876	417.60	2,206	15,408
November	919,212	417.37	2,202	842.37	1,091	23,437
December	886,602	451.44	1,964	436.73	2,030	7,662
Total	10,292,980	5,103.39		9,301.95		247,652
Average	857,748	425.28	2,099	775.16	1,231	20,638

7.1.2 Comments:

Biogas boiler and compression system start up in 4th quarter 2019.

### 7.2 Energy Related Processes and Equipment

7.2.1 Indicate equipment and practices utilized at your treatment facility (Check all that apply):

- ☐ Aerobic Digestion
- ☒ Anaerobic Digestion
- ☐ Biological Phosphorus Removal
- ☒ Coarse Bubble Diffusers

# Compliance Maintenance Annual Report

Appleton Wastewater Treatment Facility

Last Updated: Reporting For:  
6/15/2020 2019

- ☒ Dissolved O2 Monitoring and Aeration Control
- ☒ Effluent Pumping
- ☒ Fine Bubble Diffusers
- ☐ Influent Pumping
- ☒ Mechanical Sludge Processing
- ☒ Nitrification
- ☒ SCADA System
- ☐ UV Disinfection
- ☒ Variable Speed Drives
- ☐ Other:

## 7.2.2 Comments:

Effluent pumping is an as-needed process dependent on WWTP inflow and river levels.

## 7.3 Future Energy Related Equipment

7.3.1 What energy efficient equipment or practices do you have planned for the future for your treatment facility?

Equipment replacement with energy efficient pumps and motors as well as optimization of process controls.  
Biogas boiler heating system optimization to increase biogas utilization and heating system efficiency.

## 8. Biogas Generation

8.1 Do you generate/produce biogas at your facility?

☐ No

☒ Yes

If Yes, how is the biogas used (Check all that apply):

- ☒ Flared Off
- ☒ Building Heat
- ☒ Process Heat
- ☐ Generate Electricity
- ☐ Other:

## 9. Energy Efficiency Study

9.1 Has an Energy Study been performed for your treatment facility?

☐ No

☒ Yes

☒ Entire facility

Year:

2004

By Whom:

Joe Cantwell - Focus on Energy

# Compliance Maintenance Annual Report

Appleton Wastewater Treatment Facility

Last Updated: Reporting For:  
6/15/2020 **2019**

Describe and Comment:

Every project has an energy component. The City reviews projects by completing a conditions assessment followed by a review of alternatives. The City chooses the alternative with the least overall project cost (operating and capital). A number of projects resulted in decreased energy usage. A project was completed in last quarter of 2019 to install a third biogas boiler. This boiler provides heat to the half of the plant not heated by two previously installed boilers.

☐ Part of the facility

Year:

By Whom:

Describe and Comment:

<b>Total Points Generated</b>	0
<b>Score (100 - Total Points Generated)</b>	100
<b>Section Grade</b>	<b>A</b>

# Compliance Maintenance Annual Report

Appleton Wastewater Treatment Facility

Last Updated: Reporting For:  
6/15/2020 2019

## Sanitary Sewer Collection Systems

### 1. Capacity, Management, Operation, and Maintenance (CMOM) Program

#### 1.1 Do you have a CMOM program that is being implemented?

- ☒ Yes
- ☐ No

If No, explain:

#### 1.2 Do you have a CMOM program that contains all the applicable components and items according to Wisc. Adm Code NR 210.23 (4)?

- ☒ Yes
- ☐ No (30 points)
- ☐ N/A

If No or N/A, explain:

#### 1.3 Does your CMOM program contain the following components and items? (check the components and items that apply)

- ☒ Goals [NR 210.23 (4)(a)]

Describe the major goals you had for your collection system last year:

##### Major Goals:

Reconstruction is performed based on existing condition and expected useful life of sanitary sewer infrastructure. Budget constraints limit the amount of sewer infrastructure that can be replaced annually to an amount less than which meets our reconstruction criteria. In 2019, \$2,500,000 was budgeted for sewer reconstruction and \$480,000 was budgeted for maintenance.

Specific 2019 goals included: System cleaning: 50%; Defects to correct: 25; televising & root control: 11%; Spot repairs: 22; Trouble call responses: 30; Blockages removed: 3; Cross-connections identified: 55; Protruding taps removed: 5; General reduction in I/I through clear water inspection program. These goals are consistent with the 2019 budget for the collection system.

Did you accomplish them?

- ☒ Yes
- ☐ No

If No, explain:

- ☒ Organization [NR 210.23 (4) (b)] ☐ ☐

Does this chapter of your CMOM include:

- ☒ Organizational structure and positions (eg. organizational chart and position descriptions)
- ☒ Internal and external lines of communication responsibilities
- ☒ Person(s) responsible for reporting overflow events to the department and the public

- ☒ Legal Authority [NR 210.23 (4) (c)]

What is the legally binding document that regulates the use of your sewer system?

Sewer Use Ordinance

If you have a Sewer Use Ordinance or other similar document, when was it last reviewed and revised? (MM/DD/YYYY) 2011-03-08

Does your sewer use ordinance or other legally binding document address the following:

- ☒ Private property inflow and infiltration
- ☒ New sewer and building sewer design, construction, installation, testing and inspection
- ☒ Rehabilitated sewer and lift station installation, testing and inspection

# Compliance Maintenance Annual Report

Appleton Wastewater Treatment Facility

Last Updated: Reporting For:  
6/15/2020 2019

☐ Sewage flows satellite system and large private users are monitored and controlled, as necessary

☒ Fat, oil and grease control

☒ Enforcement procedures for sewer use non-compliance

☒ Operation and Maintenance [NR 210.23 (4) (d)]

Does your operation and maintenance program and equipment include the following:

☒ Equipment and replacement part inventories

☒ Up-to-date sewer system map

☒ A management system (computer database and/or file system) for collection system information for O&M activities, investigation and rehabilitation

☒ A description of routine operation and maintenance activities (see question 2 below)

☒ Capacity assessment program

☒ Basement back assessment and correction

☒ Regular O&M training

☒ Design and Performance Provisions [NR 210.23 (4) (e)] ☐ ☐

What standards and procedures are established for the design, construction, and inspection of the sewer collection system, including building sewers and interceptor sewers on private property?

☒ State Plumbing Code, DNR NR 110 Standards and/or local Municipal Code Requirements

☒ Construction, Inspection, and Testing

☐ Others:

0

☒ Overflow Emergency Response Plan [NR 210.23 (4) (f)] ☐ ☐

Does your emergency response capability include:

☒ Responsible personnel communication procedures

☒ Response order, timing and clean-up

☒ Public notification protocols

☒ Training

☒ Emergency operation protocols and implementation procedures

☒ Annual Self-Auditing of your CMOM Program [NR 210.23 (5)] ☐ ☐

☒ Special Studies Last Year (check only those that apply):

☒ Infiltration/Inflow (I/I) Analysis

☐ Sewer System Evaluation Survey (SSES)

☐ Sewer Evaluation and Capacity Management Plan (SECAP)

☐ Lift Station Evaluation Report

☐ Others:

## 2. Operation and Maintenance

2.1 Did your sanitary sewer collection system maintenance program include the following maintenance activities? Complete all that apply and indicate the amount maintained.

Cleaning  % of system/year

Root removal  % of system/year

Flow monitoring  % of system/year

Smoke testing  % of system/year

Sewer line televising  % of system/year

Manhole inspections  % of system/year

# Compliance Maintenance Annual Report

Appleton Wastewater Treatment Facility

Last Updated: Reporting For:  
6/15/2020 **2019**

Lift station O&M	12	# per L.S./year
Manhole rehabilitation	.46	% of manholes rehabbed
Mainline rehabilitation	.73	% of sewer lines rehabbed
Private sewer inspections	1.08	% of system/year
Private sewer I/I removal	0.0001	% of private services
River or water crossings	0	% of pipe crossings evaluated or maintained
Please include additional comments about your sanitary sewer collection system below:		

**3. Performance Indicators**

3.1 Provide the following collection system and flow information for the past year.

43.78	Total actual amount of precipitation last year in inches
31	Annual average precipitation (for your location)
327	Miles of sanitary sewer
13	Number of lift stations
0	Number of lift station failures
0	Number of sewer pipe failures
25	Number of basement backup occurrences
25	Number of complaints
14.0	Average daily flow in MGD (if available)
18.5	Peak monthly flow in MGD (if available)
53.2	Peak hourly flow in MGD (if available)

3.2 Performance ratios for the past year:

0.00	Lift station failures (failures/year)
0.00	Sewer pipe failures (pipe failures/sewer mile/yr)
0.00	Sanitary sewer overflows (number/sewer mile/yr)
0.08	Basement backups (number/sewer mile)
0.08	Complaints (number/sewer mile)
1.3	Peaking factor ratio (Peak Monthly:Annual Daily Avg)
3.8	Peaking factor ratio (Peak Hourly:Annual Daily Avg)

**4. Overflows**

LIST OF SANITARY SEWER (SSO) AND TREATMENT FACILITY (TFO) OVERFLOWS REPORTED **				
	Date	Location	Cause	Estimated Volume (MG)
None reported				

\*\* If there were any SSOs or TFOs that are not listed above, please contact the DNR and stop work on this section until corrected.

**5. Infiltration / Inflow (I/I)**



# Compliance Maintenance Annual Report

Appleton Wastewater Treatment Facility

Last Updated: Reporting For:  
6/15/2020 **2019**

5.1 Was infiltration/inflow (I/I) significant in your community last year?

- Yes
- No

If Yes, please describe:

Rain events combined with spring snow melt runoff resulted in higher than normal flows in the months of April and May.

5.2 Has infiltration/inflow and resultant high flows affected performance or created problems in your collection system, lift stations, or treatment plant at any time in the past year?

- Yes
- No

If Yes, please describe:

5.3 Explain any infiltration/inflow (I/I) changes this year from previous years:

Average daily and monthly flows increased over 2018, due to rainfall of 43.78 inches in 2019.

5.4 What is being done to address infiltration/inflow in your collection system?

The following activities are being performed to address inflow/infiltration:

- a. 870 manhole inspections
- b. 28 manholes rehabilitated
- c. 48 miles of sanitary mains televised
- d. 2.38 miles of sewer pipe rehabilitated
- e. 56 sanitary manhole seals installed
- f. 235 laterals replaced
- g. 270 basement inspections in conjunction with plumbing inspections and waster meter maintenance, to identify and eliminate illegal clear water connections to the sanitary system. Two violations were found and corrected.

<b>Total Points Generated</b>	0
<b>Score (100 - Total Points Generated)</b>	100
<b>Section Grade</b>	<b>A</b>

# Compliance Maintenance Annual Report

Appleton Wastewater Treatment Facility

Last Updated: Reporting For:  
6/15/2020 **2019**

## Grading Summary

WPDES No: 0023221

SECTIONS	LETTER GRADE	GRADE POINTS	WEIGHTING FACTORS	SECTION POINTS
Influent	A	4	3	12
BOD/CBOD	A	4	10	40
TSS	A	4	5	20
Ammonia	B	3	5	15
Phosphorus	A	4	3	12
Biosolids	A	4	5	20
Staffing/PM	A	4	1	4
OpCert	A	4	1	4
Financial	A	4	1	4
Collection	A	4	3	12
<b>TOTALS</b>			<b>37</b>	<b>143</b>
<b>GRADE POINT AVERAGE (GPA) = 3.86</b>				

### Notes:

A = Voluntary Range (Response Optional)

B = Voluntary Range (Response Optional)

C = Recommendation Range (Response Required)

D = Action Range (Response Required)

F = Action Range (Response Required)

# Compliance Maintenance Annual Report

Appleton Wastewater Treatment Facility

Last Updated: Reporting For:  
6/15/2020 2019

## Resolution or Owner's Statement

Name of Governing  
Body or Owner:

Date of Resolution or  
Action Taken:

Resolution Number:

Date of Submittal:

### ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO SPECIFIC CMAR SECTIONS (Optional for grade A or B. Required for grade C, D, or F):

Influent Flow and Loadings: Grade = A

Effluent Quality: BOD: Grade = A

Effluent Quality: TSS: Grade = A

Effluent Quality: Ammonia: Grade = B

Effluent Quality: Phosphorus: Grade = A

Biosolids Quality and Management: Grade = A

Staffing: Grade = A

Operator Certification: Grade = A

Financial Management: Grade = A

Collection Systems: Grade = A

(Regardless of grade, response required for Collection Systems if SSOs were reported)

### ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO THE OVERALL GRADE POINT AVERAGE AND ANY GENERAL COMMENTS

(Optional for G.P.A. greater than or equal to 3.00, required for G.P.A. less than 3.00)

**G.P.A. = 3.86**



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

---

Finance Department  
100 N. Appleton Street  
Appleton, WI 54912  
920-832-6442

**TO:** Chairperson Vered Meltzer and Members of the Utilities Committee

**FROM:** Kelli Rindt, Enterprise Fund Accounting Manager

**DATE:** July 15, 2020

**RE:** *Update on the suspension of the late payment charges for Water, Wastewater, Stormwater and Refuse that are billed on the City Service Invoice and amendment to temporary ordinance.*

---

In late March of this year the Wisconsin Public Service Commission (PSC) and the City acted to temporarily suspend late fees on services billed on the City Service Invoice. On June 26, 2020 the PSC issued a Supplemental Order that allowed for the late fee suspension to be lifted.

This order required that late fees could be assessed again starting on or after July 15, 2020, but no later than December 31, 2020. Further direction from the PSC also required that no late fees be assessed on charges incurred between March 24 and July 15, 2020. The City's billing system would require extensive programming and testing to meet the PSC requirement of not assessing late fees on charges incurred between March 24 and July 15, 2020.

The City has given notice to the PSC that water utility late fees will continue to be waived until November 16, 2020 after the tax roll transfer of the past due balances is complete. The City's temporary suspension of late fees for Wastewater, Stormwater & Refuse will also continue until November 16, 2020 and it is necessary to amend temporary ordinance 94-20 to reflect this date. Accordingly, staff recommends the following action:

**Approve an amendment to temporary ordinance 94-20 to reflect that late charges for sewer service, Stormwater Utility and solid waste collection remain suspended until November 16, 2020 at which time the ordinance shall automatically be repealed.**

Should you have questions please contact me at phone: 832-6316.

**ADOPTED: August 5, 2020**  
**PUBLISHED: August 10, 2020**  
Office of the City Clerk

**94-20**

**AN ORDINANCE AMENDING THE TEMPORARY SUSPENSION OF LATE FEES ON SEWER SERVICE, STORMWATER UTILITY, AND SOLID WASTE COLLECTION CHARGES BY THE CITY OF APPLETON IN RESPONSE TO THE COVID-19 CORONAVIRUS PUBLIC HEALTH EMERGENCY DECLARED BY THE STATE OF WISCONSIN.**

(Utilities Committee – 7/21/2020)

WHEREAS, on March 12, 2020, Governor Evers, by Executive Order #72, declared a public health emergency in Wisconsin due to the COVID-19 virus; and,

WHEREAS, as a result of the public health emergency, all schools and non-essential businesses have been temporarily closed, and the Governor has issued a “Stay safer at home order” on March 24, 2020 to slow the spread of the virus in the community, reduce the demands on the healthcare system, and to protect the health, safety and welfare of the public; and,

WHEREAS, as a result of the community-wide closures and stay home orders, many City residents and City utility customers are facing lost or reduced incomes and economic uncertainty; and,

WHEREAS, on March 22, 2020, the Governor issued Emergency Order #11, suspending certain administrative rules of the Public Service Commission (PSC), and allowing the PSC to authorize regulated utilities, including the Appleton Water Utility, to suspend late charges, which the PSC has done; and,

WHEREAS, the City’s municipal services, including those provided by the Water Utility, the Stormwater Utility, sewer service along with solid waste collection charges, are billed as part of one municipal service bill, which is prepared and collected by the Water Utility; and,

WHEREAS, in an action consistent with the Governor’s Order and the PSC’s authorization to suspend certain utility late charges, the Common Council desires to enact an ordinance temporarily suspending late charges on sewer service charges as set forth in Sec. 20-207(b) of the Appleton Municipal Code, Stormwater Utility charges as set forth in Sec. 20-236(f), and solid waste collection charges as set forth in Sec. 15-41(a), which ordinance will allow the Water Utility to suspend all late charges on the municipal service bill during the public health emergency.

NOW THEREFORE BE IT RESOLVED, that ~~during the duration of the COVID-19 public health emergency declared in Executive Order #72, or pursuant to any subsequent superseding emergency orders issued by the Governor,~~ the late charges for sewer service, Stormwater Utility and solid waste collection are hereby suspended until November 16, 2020.

**Section 2:** This ordinance shall be in full force and effect immediately.

Dated: August 5, 2020

---

Jacob A. Woodford, Mayor

---

Kami Lynch, City Clerk

Publication Notice

Please take notice that the City of Appleton enacted ordinance 94-20 AMENDING ORDINANCE 70-20 SUSPENSION OF LATE FEES ON SEWER SERVICE, STORMWATER UTILITY, AND SOLID WASTE COLLECTION CHARGES BY THE CITY OF APPLETON IN RESPONSE TO THE COVID-19 CORONAVIRUS PUBLIC HEALTH EMERGENCY DECLARED BY THE STATE OF WISCONSIN.

The full text of the ordinance may be obtained at the Office of the City Clerk, 100 N. Appleton Street, Appleton, WI 54911 and through the City's website at [www.appleton.org](http://www.appleton.org).