



City of Appleton

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

Meeting Agenda - Final Common Council

Wednesday, June 15, 2022

7:00 PM

Council Chambers

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

[22-0774](#) Common Council Meeting Minutes of June 1, 2022

Attachments: [CC Minutes 6-1-22.pdf](#)

- G. BUSINESS PRESENTED BY THE MAYOR

[22-0779](#) Library Board Appointments

Attachments: [Appointments Memo 6'15'2022.pdf](#)

[22-0780](#) Alderperson Committee Replacement Appointment

Attachments: [Alder Committee Replacement Memo.pdf](#)

[22-0781](#) City Assessor Recommendation

Attachments: [City Assessor Recommendation to Council Memo.pdf](#)

[22-0783](#) Proclamations

- Make Music Day
- Dump the Pump Day

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

[Dump the Pump Day Proclamation.pdf](#)

[22-0782](#) Presentation from the League of Wisconsin Municipalities

H. PUBLIC PARTICIPATION

I. PUBLIC HEARINGS

[22-0603](#) Public Hearing for Comprehensive Plan Map Amendment #2-22 Apostolic Truth Church from One and Two Family Residential and Multi-Family Land Use to Public Institutional Land Use

Attachments: [Public Hearing Notice Comp Plan Amend #2-22.pdf](#)

[22-0604](#) Public Hearing for Rezoning #3-22 for Apostolic Truth Church from R-1A Single-Family District to P-I Public Institutional District

Attachments: [RZ #3 22 Notice of Public Hearing.pdf](#)

J. SPECIAL RESOLUTIONS

K. ESTABLISH ORDER OF THE DAY

L. COMMITTEE REPORTS

1. MINUTES OF THE MUNICIPAL SERVICES COMMITTEE

[22-0723](#) Anticipated award for Unit Q-22 Pavement Marking Contract (Paint). Bids to be opened Monday, May 23, 2022.

Attachments: [Anticipated award for Unit Q-22 Pavement Marking Contract.pdf](#)

Legislative History

5/23/22	Municipal Services Committee	approved as amended
	<i>Amended: Award Contract to Crowley Construction Corp. in an amount not to exceed \$48,000 (5-0)</i>	

[22-0754](#) Approve proposed parking changes on S. Driscoll Street (between Charles Street and the railroad tracks). Follow-up to six month trial period.

Attachments: [Parking change on S. Driscoll St.pdf](#)

Legislative History

6/6/22	Municipal Services Committee	recommended for approval
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[22-0755](#) Possible 6-Month trial for parking changes on Pacific Street (Drew Street to Lawe Street).

Attachments: [Parking change on Pacific St..pdf](#)
[Emails -Pacific St-Drew St to Lawe St.pdf](#)

Legislative History

6/6/22	Municipal Services Committee	recommended for approval
6/6/22	Municipal Services Committee	recommended for denial
		<i>Recommendation for approval motion failed.</i>
		<i>Recommendation for denial passed.</i>

[22-0756](#) Approve proposed ordinance changes related to the A-22 Appleton Street Reconstruction Project.

Attachments: [A-22 Appleton Street Project.pdf](#)

Legislative History

6/6/22	Municipal Services Committee	recommended for approval
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2. MINUTES OF THE SAFETY AND LICENSING COMMITTEE

[22-0679](#) Class "B" Beer and "Class B" Liquor License application for Dairyland Brew Pub LLC, Michele Preston, Agent, located at 1216 E Wisconsin Ave, contingent upon approval from the Finance and Health departments.

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

Legislative History

6/8/22	Safety and Licensing Committee	recommended for approval
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[22-0727](#) "Class A" Liquor License application for Depu LLC d/b/a Northland Mobil, Chiranjibi Lamichhane, Agent, located at 105 W Northland Ave.

Attachments: [Northland Mobil.pdf](#)

Legislative History

6/8/22	Safety and Licensing Committee	recommended for approval
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[22-0728](#) "Class A" Liquor License application for BSS Corporation d/b/a Richmond Mobil, Buddi Subedi, Agent, located at 3401 N Richmond St.

Attachments: [Richmond Mobil.pdf](#)

Legislative History

6/8/22	Safety and Licensing Committee	recommended for approval
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[22-0729](#) "Class A" Liquor License application for Jaliyan Gas LLC d/b/a Wisconsin Avenue Pantry, Nilesh M Patel, Agent, located at 111 W Wisconsin Ave.

Attachments: [Wisconsin Avenue Pantry.pdf](#)

Legislative History

6/8/22 Safety and Licensing Committee recommended for approval

[22-0730](#) "Class A" Liquor License application for Sai Krupa LLC d/b/a Richmond St Citgo, Nilesh Patel, Agent, located at 1601 N Richmond St.

Attachments: [Richmond St Citgo.pdf](#)

Legislative History

6/8/22 Safety and Licensing Committee recommended for approval

[22-0737](#) Salvage Dealer License renewal application for Mach IV Motors LLC, Kara Tullberg, Applicant, located at 600 E Hancock St, contingent upon approval from the Inspections department.

Attachments: [Mach IV Motors S&L.pdf](#)

Legislative History

6/8/22 Safety and Licensing Committee recommended for approval

[22-0763](#) Class "B" Beer and "Class B" Liquor License Change of Agent application for Lawrence University d/b/a Viking Room, Brittany M. Bell, New Agent, located at 615 E College Ave.

Attachments: [Brittany M Bell S&L.pdf](#)

Legislative History

6/8/22 Safety and Licensing Committee recommended for approval

[22-0767](#) Additional 2022-2023 Mechanical Amusement Device License renewals, contingent upon approval from all departments by 12:00 p.m. on June 30, 2022.

Attachments: [Additional Amusement Device renewals 2022-23.pdf](#)

Legislative History

6/8/22 Safety and Licensing Committee recommended for approval

[22-0768](#) Additional 2022-2023 Cigarette and Tobacco Products License renewals.

Attachments: [Additional Cigarette renewals 2022-23.pdf](#)

Legislative History

6/8/22 Safety and Licensing Committee recommended for approval

[22-0770](#) Additional 2022-2023 Alcohol License Renewal applications, contingent upon approvals from all departments by 12:00 p.m. on June 30, 2022.

Attachments: [2022-23 Alcohol License Renewals-4th set.pdf](#)

Legislative History

6/8/22 Safety and Licensing Committee recommended for approval

3. MINUTES OF THE CITY PLAN COMMISSION

[22-0613](#) Request to approve Comprehensive Plan 2010-2030 Future Land Use Map Amendment #2-22 for the subject parcel located on N. French Road, bordered by E. Glory Lane, N. Providence Avenue, and E. Ashbury Drive (Tax Id #31-1-7400-00) from future One and Two-Family Residential land use designation and Multi-Family land use designation to Public Institutional land use designation as shown on the attached map and approve the attached Resolution

Attachments: [StaffReport_ApostolicChurch_CompPlan+Rezoning_For05-11-22.pdf](#)

[Paula Meyer Email.pdf](#)

[Neighborhood Brochure From Apostolic Truth Church.pdf](#)

Legislative History

5/11/22 City Plan Commission recommended for approval
Proceeds to Council on June 15, 2022.

[22-0615](#) Request to approve Rezoning #3-22 for the subject parcel located on N. French Road, bordered by E. Glory Lane, N. Providence Avenue, and E. Ashbury Drive (Tax Id #31-1-7400-00), including the adjacent one-half (1/2) right-of-way, as shown on the attached maps, from R-1A Single-Family District to P-I Public Institutional District

Attachments: [StaffReport_ApostolicChurch_CompPlan+Rezoning_For05-11-22.pdf](#)

[Paula Meyer Email.pdf](#)

[Neighborhood Brochure From Apostolic Truth Church.pdf](#)

Legislative History

5/11/22 City Plan Commission recommended for approval
Proceeds to Council on June 15, 2022.

[22-0749](#) Request to approve Special Use Permit #6-22 for a car wash use located at 3200 E. Express Court (Tax Id #31-4-5568-00), as shown on the attached materials and per attached plan of operation, to run with the land subject to the conditions in the attached staff report and approve attached Resolution (2/3 vote of Common Council required for approval)

Attachments: [StaffReport_Peak Car Wash_SUP_For06-08-22.pdf](#)

Legislative History

6/8/22 City Plan Commission recommended for approval

4. MINUTES OF THE PARKS AND RECREATION COMMITTEE

5. MINUTES OF THE FINANCE COMMITTEE

6. MINUTES OF THE COMMUNITY AND ECONOMIC DEVELOPMENT COMMITTEE

[22-0371](#)

Counter the Offer to Purchase from River Valley One, LLC and/or assigns to purchase Lot 1 of CSM 3549 in Southpoint Commerce Park (Tax Id #31-9-5712-40), consisting of approximately 7.22 acres

Attachments: [River Valley One Offer to Purchase Memo to CEDC 6-8-22.pdf](#)
[Offer to Purchase 9-5712-40 SPCP River Valley One LLC.pdf](#)
[SPCP Deed Restrictions.pdf](#)
[Subject Parcel 6 6 2022.pdf](#)

Legislative History

6/8/22	Community & Economic Development Committee	recommended for approval
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[22-0741](#)

Request to waive the City's repurchase rights for Tax Id #31-1-6510-18, Lot 18 in the Northeast Business Park Plat No. 2, the northeast corner of Enterprise Avenue and Intertech Court, allowing the transfer from Single Month LLC and/or assigns to Joe Neilitz and/or assigns; this waiver is not transferable, survivable, or assignable and the City's repurchase rights remain on the property

Attachments: [Memo Romenesko Waive Repurchase Request NEBP #1-6510-18 6-8-22.pdf](#)
[Variance Request Email Romenesko Development 3-2-22.pdf](#)
[Offer to Purchase Lot 18 NEBP Joe Neilitz.pdf](#)
[Covenants and Restrictions NEBP No. 2.pdf](#)
[Subject Parcel 1-6510-18.pdf](#)

Legislative History

6/8/22	Community & Economic Development Committee	recommended for approval
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[22-0743](#)

Request to approve the 2021 Consolidated Annual Performance and Evaluation Report (CAPER) for the Community Development Block Grant (CDBG) Program

Attachments: [CAPER memo to CEDC 6-8-22.pdf](#)
[2021 CDBG CAPER Draft for Public Comment.pdf](#)

Legislative History

6/8/22	Community & Economic Development Committee	recommended for approval
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7. MINUTES OF THE UTILITIES COMMITTEE

[22-0736](#)

Award 2022 AWWTP Preliminary Heat Exchanger and Blended Sludge Piping Replacement Project Engineering Services Amendment #1 increasing the McMahon total contract amount by \$3,800 from \$26,300 to \$30,100 and increase contingency from \$2,630 to \$4,000 for a Project Total not to exceed \$34,100.

Attachments: [Contract Amend #1 McMahon 2022 AWWTP Prelim HEX-Blended Sludge Pipi](#)

Legislative History

6/7/22 Utilities Committee recommended for approval

[22-0738](#)

Amend 2022A Stormwater Management Plan Review Contract with Brown and Caldwell by an increase of \$20,000 for a total contract amount not to exceed \$67,500.

Attachments: [2022A SWM Plan Review BC Amendment Memo Util Cmte.pdf](#)

Legislative History

6/7/22 Utilities Committee recommended for approval

[22-0752](#)

Request Approval of the Electronic Compliance Maintenance Annual Report (eCMAR) for 2021 and Request the following Resolution be presented to the Common Council for approval:

Whereas, the City of Appleton manages, operates, and maintains a sewer collection system and wastewater treatment plant; and

Whereas, treatment efforts produce a liquid effluent and a biosolids that are returned to the environment; and

Whereas, the State of Wisconsin evaluates wastewater utilities throughout the State of Wisconsin through an electronic Compliance Maintenance Annual Report (eCMAR); and

Whereas, Appleton received the score of 3.73 GPA; and

Whereas, the State of Wisconsin requests the Common Council pass a resolution accepting the eCMAR report;

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

Article 1. Continue supporting treatment and maintenance programs at the utility

Article 2. Continue planning efforts that will address and promote long term performance results at the facility.

Attachments: [2021 eCMAR Validated.pdf](#)

Legislative History

6/7/22

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**

[22-0777](#) Ordinances #43-22 and #44-22

Attachments: [Ordinances to Council 6-15-22.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.

Remote meeting attendance may be permitted pursuant to Section 2-29 of the Appleton Municipal Code and Rules of Council.



City of Appleton

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

Meeting Minutes - Final Common Council

Wednesday, June 1, 2022

7:00 PM

Council Chambers

A. CALL TO ORDER

The meeting was called to order by Mayor Woodford at 7:17 p.m.

B. INVOCATION

The Invocation was offered by Alderperson Wolff.

C. PLEDGE OF ALLEGIANCE TO THE FLAG

D. ROLL CALL OF ALDERPERSONS

Present: 15 - Alderperson William Siebers, Alderperson Vered Meltzer, Alderperson Brad Firkus, Alderperson Israel Del Toro, Alderperson Katie Van Zeeland, Alderperson Denise Fenton, Alderperson Maiyoua Thao, Alderperson Joss Thyssen, Alderperson Alex Schultz, Alderperson Vaya Jones, Alderperson Kristin Alfheim, Alderperson Nate Wolff, Alderperson Christopher Croatt, Alderperson Chad Doran and Mayor Jake Woodford

Excused: 1 - Alderperson Sheri Hartzheim

E. ROLL CALL OF OFFICERS AND DEPARTMENT HEADS

All Departments were represented.

F. APPROVAL OF PREVIOUS COUNCIL MEETING MINUTES

[22-0746](#)

Common Council Meeting Minutes of May 18, 2022

Attachments: [CC Minutes 5-18-22.pdf](#)

Alderperson Croatt moved, seconded by Alderperson Van Zeeland, that the Minutes be approved. Roll Call. Motion carried by the following vote:

Aye: 14 - Alderperson William Siebers, Alderperson Vered Meltzer, Alderperson Brad Firkus, Alderperson Israel Del Toro, Alderperson Katie Van Zeeland, Alderperson Denise Fenton, Alderperson Maiyoua Thao, Alderperson Joss Thyssen, Alderperson Alex Schultz, Alderperson Vaya Jones, Alderperson Kristin Alfheim, Alderperson Nate Wolff, Alderperson Christopher Croatt and Alderperson Chad Doran

Excused: 1 - Alderperson Sheri Hartzheim

Abstained: 1 - Mayor Jake Woodford

G. BUSINESS PRESENTED BY THE MAYOR

[22-0745](#)

Proclamations:

- Pride Month
- CPR & AED Awareness Week
- Gun Violence Awareness Day
- Juneteenth Celebration
- Refugee Day

Attachments:

[Pride Month Proclamation.pdf](#)

[CPR AED Awareness Week Proclamation.pdf](#)

[Gun Violence Awareness Day Proclamation.pdf](#)

[Juneteenth Celebration Day Proclamation.pdf](#)

[Refugee Day Proclamation.pdf](#)

H. PUBLIC PARTICIPATION

I. PUBLIC HEARINGS

J. SPECIAL RESOLUTIONS

K. ESTABLISH ORDER OF THE DAY

[22-0537](#)

Resolution #6-R-22 "Soldier Square Resolution"

Attachments:

[Resolution #6-R-22.pdf](#)

[Memo #6-R-22.pdf](#)

Aldersperson Schultz moved, seconded by Aldersperson Del Toro, that the Resolution be amended to remove the portion requesting an RFP process to begin the design phase from the Be It Further Resolved statement of the Resolution. Roll Call. Motion carried by the following vote:

Aye: 10 - Aldersperson Vered Meltzer, Aldersperson Brad Firkus, Aldersperson Israel Del Toro, Aldersperson Katie Van Zeeland, Aldersperson Denise Fenton, Aldersperson Maiyoua Thao, Aldersperson Joss Thyssen, Aldersperson Alex Schultz, Aldersperson Vaya Jones and Aldersperson Nate Wolff

Nay: 4 - Aldersperson William Siebers, Aldersperson Kristin Alfheim, Aldersperson Christopher Croatt and Aldersperson Chad Doran

Excused: 1 - Aldersperson Sheri Hartzheim

Abstained: 1 - Mayor Jake Woodford

Alderson Croatt moved, seconded by Alderson Del Toro, that the Resolution be approved as amended. (A Notwithstanding vote was taken). Roll Call. Motion failed by the following vote:

Aye: 6 - Alderson Vered Meltzer, Alderson Israel Del Toro, Alderson Joss Thyssen, Alderson Alex Schultz, Alderson Vaya Jones and Alderson Nate Wolff

Nay: 8 - Alderson William Siebers, Alderson Brad Firkus, Alderson Katie Van Zeeland, Alderson Denise Fenton, Alderson Maiyoua Thao, Alderson Kristin Alfheim, Alderson Christopher Croatt and Alderson Chad Doran

Excused: 1 - Alderson Sheri Hartzheim

Abstained: 1 - Mayor Jake Woodford

L. COMMITTEE REPORTS

Balance of the action items on the agenda.

Alderson Alfheim moved, Alderson Del Toro seconded, to approve the balance of the agenda. The motion carried by the following vote:

Aye: 14 - Alderson William Siebers, Alderson Vered Meltzer, Alderson Brad Firkus, Alderson Israel Del Toro, Alderson Katie Van Zeeland, Alderson Denise Fenton, Alderson Maiyoua Thao, Alderson Joss Thyssen, Alderson Alex Schultz, Alderson Vaya Jones, Alderson Kristin Alfheim, Alderson Nate Wolff, Alderson Christopher Croatt and Alderson Chad Doran

Excused: 1 - Alderson Sheri Hartzheim

Abstained: 1 - Mayor Jake Woodford

1. MINUTES OF THE MUNICIPAL SERVICES COMMITTEE

[22-0721](#)

Approve modifications to Sidewalk Installation Policy.

Attachments: [Sidewalk Installation Policy.pdf](#)

This Report Action Item was approved.

2. MINUTES OF THE SAFETY AND LICENSING COMMITTEE

[22-0609](#)

Class "B" Beer and "Class B" Liquor License Temporary Premise Amendment for DCMX LLC d/b/a Gingerootz, Mylee Xiong, Agent, located at 2920 N Ballard Rd, on June 6, 2022, contingent upon approvals from the Community Development, Health, Inspections and Police departments.

Attachments: [Gingerootz Asian Grille.pdf](#)

This Report Action Item was approved.

[22-0645](#)

Pet Store License renewal application for Fish Cave LLC, Ton Vang, applicant, located at 2110 S Memorial Dr, contingent upon approval from the Inspections department.

Attachments: [Fish Cave LLC S&L.pdf](#)

This Report Action Item was approved.

[22-0655](#)

Salvage Dealer License renewal application for Golper Supply Co. Inc, David Golper, applicant, located at 1810 W Edgewood Dr, Appleton WI 54913.

Attachments: [Golper Supply Co Inc S&L.pdf](#)

This Report Action Item was approved.

[22-0658](#)

2022-2023 Mechanical Amusement Device License renewals, contingent upon approvals from all departments by 12:00 p.m. on June 30, 2022.

Attachments: [Amusement Device renewals 2022-23.pdf](#)

This Report Action Item was approved.

[22-0663](#)

2022-2023 Cigarette and Tobacco Products License renewals.

Attachments: [Cigarette renewals 2022-23.pdf](#)

This Report Action Item was approved.

[22-0690](#)

Class "B" Beer and "Class C" Wine License Change of Agent application for Home Run Pizza WI LLC d/b/a Home Run Pizza, Charles E Nelson III, New Agent, located at 1216 W Wisconsin Ave.

Attachments: [Charles E Nelson III S&L.pdf](#)

This Report Action Item was approved.

[22-0709](#) Commercial Quadricycle Renewal License Application for Social Station, LLC, Chris Burns, W6068 Nolan Dr, Appleton, WI 54915

Attachments: [The Social Station.pdf](#)

This Report Action Item was approved.

[22-0719](#) 2022-2023 Additional Alcohol License Renewal applications, contingent upon approval from all departments by 12:00 p.m. on June 30, 2022.

Attachments: [2022-23 Alcohol License Renewals-3rd set.pdf](#)

This Report Action Item was approved.

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

[22-0740](#) Request to approve the following 2022 Budget amendment:

<u>Valley Transit</u>	
Federal Grant	+\$143,480
Local Match	+\$ 35,870
Buildings	+\$179,350

to fund the cost to conduct a site assessment and create a master plan for the Transit Center facility in accordance with Federal Transit Administration Guidelines

Attachments: [Budet Amendment Request for TC Master Plan.pdf](#)
[2022 Transit Center Master Plan Professional Services.pdf](#)

This Report Action Item was approved.

[22-0711](#) Request to approve the 2023 Special Assessment Policy

Attachments: [2023 Assessment Policy.pdf](#)

This Report Action Item was approved.

[22-0712](#)

Request to award Unit H-21 Redundant Raw Water Line to PTS Contractors, Inc in the amount of \$4,875,000 with a 10.3% contingency of \$500,000 for a project total not to exceed \$5,375,000

Attachments: [Award of Contract Unit H-21.pdf](#)

This Report Action Item was approved.

[22-0713](#)

Request to approve Contract Amendment/Change Order No. 3 to contract 133-21, Unit U-21 Apple Creek Ct & Plamann Park S&W Construction for additional quantities of tree removal and gravel backfill to facilitate sewer construction in the amount of \$64,293 resulting in no change to contract contingency. Overall contract increases from \$3,999,181 to \$4,063,474

Attachments: [Unit U-21 Change Order No. 3.pdf](#)

This Report Action Item was approved.

6. MINUTES OF THE COMMUNITY AND ECONOMIC DEVELOPMENT COMMITTEE

[22-0692](#)

Request to approve the REVISED 2022-2023PY Community Development Block Grant (CDBG) funding as specified in the attached community partner allocation recommendations

Attachments: [Alloc Recs Memo to CEDC Final Award 05-25-22.pdf](#)
[Reallocation of 2020 AHA Funds to RTFV Memo to CEDC 2-9-22.pdf](#)
[2022 CDBG Community Partner Recommendations-FINAL.pdf](#)
[2022 CDBG Simple Summary Recommendations-FINAL.pdf](#)

This Report Action Item was approved.

7. MINUTES OF THE UTILITIES COMMITTEE

8. MINUTES OF THE HUMAN RESOURCES & INFORMATION TECHNOLOGY COMMITTEE

[22-0726](#)

Request to approve over-hire for City Assessor Position for Community and Economic Development Department.

Attachments: [City Assessor Overhire Request May 2022.pdf](#)

This Report Action Item was approved.

[22-0702](#) Request to approve over-hire for Payroll Coordinator for the Finance Department.

Attachments: [Payroll Coordinator - Over-Hire Request.pdf](#)

This Report Action Item was approved.

[22-0705](#) Request to approve over-hire for Purchasing Manager for the Finance Department.

Attachments: [Purchasing Manager - Over-Hire Request.pdf](#)

This Report Action Item was approved.

9. MINUTES OF THE FOX CITIES TRANSIT COMMISSION

[22-0695](#) Approval of a Contract for Professional Services for Transit Center Needs Assessment and Master Plan

Attachments: [2022 Transit Center Master Plan Professional Services memo to FCTC.pdf](#)

This Report Action Item was approved.

[22-0696](#) Approval of Title VI Program Update

Attachments: [Valley Transit Title VI Program 2022_draft.pdf](#)

This Report Action Item was approved.

10. MINUTES OF THE BOARD OF HEALTH

M. CONSOLIDATED ACTION ITEMS

[22-0688](#) #5-R-22 Water Main Resolution

Attachments: [#5-R-22 Water Main Resolution.pdf](#)
[Memo - Resolution #5-R-22 Director Vandehey.pdf](#)

Aldersperson Croatt moved, seconded by Aldersperson Siebers, that the Resolution be amended to request \$35.1 million in funding for the infrastructure repairs from the State budget surplus. Roll Call. Motion carried by the following vote:

Aye: 12 - Aldersperson William Siebers, Aldersperson Vered Meltzer, Aldersperson Israel Del Toro, Aldersperson Katie Van Zeeland, Aldersperson Denise Fenton, Aldersperson Maiyoua Thao, Aldersperson Joss Thyssen, Aldersperson Alex Schultz, Aldersperson Vaya Jones, Aldersperson Kristin Alfheim, Aldersperson Nate Wolff and Aldersperson Christopher Croatt

Nay: 2 - Alderperson Brad Firkus and Alderperson Chad Doran

Excused: 1 - Alderperson Sheri Hartzheim

Abstained: 1 - Mayor Jake Woodford

Alderperson Meltzer moved, seconded by Alderperson Van Zeeland, that the Resolution be approved as amended. Roll Call. Motion carried by the following vote:

Aye: 12 - Alderperson William Siebers, Alderperson Vered Meltzer, Alderperson Israel Del Toro, Alderperson Katie Van Zeeland, Alderperson Denise Fenton, Alderperson Maiyoua Thao, Alderperson Joss Thyssen, Alderperson Alex Schultz, Alderperson Vaya Jones, Alderperson Kristin Alfheim, Alderperson Nate Wolff and Alderperson Christopher Croatt

Nay: 2 - Alderperson Brad Firkus and Alderperson Chad Doran

Excused: 1 - Alderperson Sheri Hartzheim

Abstained: 1 - Mayor Jake Woodford

N. ITEMS HELD

O. ORDINANCES

P. LICENSE APPLICATIONS AND COMMUNICATIONS REFERRED TO COMMITTEES OF JURISDICTION

Q. RESOLUTIONS SUBMITTED BY ALDERPERSONS REFERRED TO COMMITTEES OF JURISDICTION

R. OTHER COUNCIL BUSINESS

S. ADJOURN

Alderperson Alfheim moved, seconded by Alderperson Del Toro, that the meeting be adjourned at 8:30 p.m. Roll Call. Motion carried by the following vote:

Aye: 14 - Alderperson William Siebers, Alderperson Vered Meltzer, Alderperson Brad Firkus, Alderperson Israel Del Toro, Alderperson Katie Van Zeeland, Alderperson Denise Fenton, Alderperson Maiyoua Thao, Alderperson Joss Thyssen, Alderperson Alex Schultz, Alderperson Vaya Jones, Alderperson Kristin Alfheim, Alderperson Nate Wolff, Alderperson Christopher Croatt and Alderperson Chad Doran

Excused: 1 - Alderperson Sheri Hartzheim


Abstained: 1 - Mayor Jake Woodford

Kami Lynch, City Clerk



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

OFFICE OF THE MAYOR
Jacob A. Woodford
100 North Appleton Street
Appleton, Wisconsin 54911-4799
Phone: (920) 832-6400
Email: Mayor@Appleton.org

TO: Members of the Common Council
FROM: Mayor Jacob A. Woodford 
DATE: June 10, 2022
RE: Confirmation of Appointments

It is with pleasure that I present the following reappointments for your confirmation at the June 15, 2022, Common Council meeting.

LIBRARY BOARD – Reappointment

Rebecca Kellner	3-year Term	Term Expires June 2025
Brian Looker	3-year Term	Term Expires June 2025

LIBRARY BOARD – New Appointment


Nanette Bunnow	Remaining Term	Term Expires June 2024
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Nanette is Assistant Superintendent for the Appleton Area School District. Wisconsin law requires that there be a School District representative, either the superintendent or the superintendent's designee per Wis. Stat. §43.54(1)(c). Incoming Superintendent of Schools Greg Hartjes will resign his Library Board position upon commencing his role on July 1, 2022.



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

OFFICE OF THE MAYOR
Jacob A. Woodford
100 North Appleton Street
Appleton, Wisconsin 54911-4799
Phone: (920) 832-6400
Email: Mayor@Appleton.org

TO: Members of the Common Council
FROM: Mayor Jacob A. Woodford 
DATE: June 10, 2022
RE: Alderperson Committee Replacement Appointment

Due to a scheduling conflict, Alderperson Kristin Alfheim has requested a replacement of her appointment on the Bicycle & Pedestrian Advisory Committee. Alderperson Denise Fenton has volunteered to replace Alderperson Alfheim on this committee.

I am recommending this replacement for your confirmation at the June 15, 2022, Common Council meeting.


Bicycle & Pedestrian Advisory Committee– Replacement
Denise Fenton



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

OFFICE OF THE MAYOR

Jacob A. Woodford
100 North Appleton Street
Appleton, Wisconsin 54911
Phone: (920) 832-6400
Email: Mayor@Appleton.org

TO: Common Council
FROM: Mayor Jacob A. Woodford 
DATE: June 10, 2022
RE: City Assessor Recommendation

A search for a new City of Appleton Assessor was initiated in January 2022 in anticipation of a mid-2022 retirement. I am pleased to present my recommendation of Matthew Tooke, a 16-year veteran of the City Assessor's Office, to serve as our next City Assessor.

Since 2006, Matthew has served as a City of Appleton Property Assessor. Before joining the City of Appleton, he held positions in the City of Sun Prairie Assessor's Office. With 20 years of experience in valuing all types of residential properties, a strong work ethic, and proven relationship building skills, Matthew will move smoothly into the City Assessor role.

This appointment is consistent with the April 2004 Charter Ordinance #54-04 establishing Section 2-1 of the Charter Ordinances of the City of Appleton. Matthew's resume is attached for your review.

Please be in contact should you have any questions or concerns.

Matthew R Tooke

Certified Assessor III
1679 Thornton Drive
Oshkosh, WI 54904
(920) 410-8410
matttooke@hotmail.com

Professional Summary

Tax assessment professional with twenty years of experience valuing all types of residential properties. In addition, over twelve years of experience valuing a wide variety of commercial properties. Strengths include, customer service skills, problem-solving ability and working in a team environment.

Knowledge & Skills

- ❖ Extensive experience using all three approaches to value, market, income and cost
- ❖ Ability to accurately determine values and review appraisals for internal city purposes
- ❖ Determines assessment ratios by analyzing the sales and assessments
- ❖ Experience reviewing income and expense forms to determine net operating income
- ❖ Knowledge of direct capitalization, discounted cash flow and gross rent multipliers
- ❖ Regularly engages with property owners, tax reps and developers
- ❖ Successfully defends values at Open Book & Board of Review
- ❖ Proficiency with Patriot assessment software

Work Experience

- ❖ Property Assessor II, City of Appleton 2009-2022
- ❖ Property Assessor, City of Appleton 2006-2009
- ❖ Property Assessor, City of Sun Prairie 2004-2006
- ❖ Assessment Technician, City of Sun Prairie 2002-2004
- ❖ G.I.S. Technician, L.T.E. Wisconsin Dept of Transportation 2000-2002

Assessor Certifications, Education & Professional Organizations

- ❖ UW-La Crosse, B.S. Geography (GIS) 1996-2000
- ❖ Certified Assessor III - WI Department of Revenue
- ❖ 120 Hours of Commercial Appraisal Education
- ❖ League of Municipalities – Education Committee 2016-2019: Committee President 2019
- ❖ Wisconsin Association of Assessing Officers: Education Committee Chairman 2010-2014
 - Chairman of the year 2011, 2014

PROCLAMATION



Office of the Mayor

WHEREAS, on Tuesday, June 21, Appleton joins over 1000 cities across the globe participating in Make Music Day with a celebration of music taking place at select locations in downtown Appleton; and

WHEREAS, Make Music Day was introduced in France in 1982 as a way for communities everywhere to enjoy music in all different forms, and has expanded to include 120 countries, encouraging people of every age and experience level to come together and share music with free, live performances and other music-making opportunities; and

WHEREAS, Make Music Day Appleton is celebrated by Appleton Downtown, Inc., Fox Cities Performing Arts Center, Heid Music, History Museum at the Castle, Mile of Music, and Willems Marketing & Events, takes place on the longest day of the year and the official start to summer, and invites musicians of all backgrounds – from singers and choirs to instrumentalists and bands – to participate in local organized activities; and

WHEREAS, one of the goals of Make Music Day Appleton is to create a greater awareness of the value music brings and to showcase some of the thriving musical organizations and performers in the communities right around us, as music has been shown to have a positive impact, including strengthening social connectivity, event organizers are excited to offer another way for the community to explore music-making and to play an active role in it.

NOW THEREFORE, BE IT RESOLVED, THAT I, JACOB A. WOODFORD, Mayor of the City of Appleton, Wisconsin, do hereby proclaim Tuesday, June 21, 2022, as

Make Music Day Appleton

and encourage all residents to join in the celebration of this event.

Signed and sealed this 7th day of June 2022.



JACOB A. WOODFORD
MAYOR OF APPLETON

PROCLAMATION



Office of the Mayor

WHEREAS, National Dump the Pump Day was created in 2006 by the American Public Transportation Association (APTA) initially to celebrate public transportation and encourage people to use local and national railways and transit systems; and

WHEREAS, every \$1 invested in public transportation generates approximately \$4 in economic returns and current rising fuel costs present a great opportunity for residents to reduce fuel usage by riding public transportation, carpooling, or riding a bicycle; and

WHEREAS, the goal of Dump the Pump Day is to raise awareness of transportation options that reduce the number of vehicles on the road and the associated fuel use and emissions; and

WHEREAS, public transportation has been a staple in the Fox Cities for over 130 years originating with the streetcar system and has evolved into the transit system we know today as Valley Transit, which serves residents and visitors across the Fox Cities.

NOW THEREFORE, BE IT RESOLVED, THAT I, JACOB A. WOODFORD, Mayor of the City of Appleton, Wisconsin, do hereby proclaim Friday, June 17, 2022, as

Dump the Pump Day

and encourage residents to use public transportation, carpool, or ride a bicycle for local travel needs whenever possible.

Signed and sealed this 17th day of June 2022.



JACOB A. WOODFORD
MAYOR OF APPLETON

CITY OF APPLETON

NOTICE OF PUBLIC HEARING

PROPOSED COMPREHENSIVE PLAN FUTURE LAND USE MAP AMENDMENT

NOTICE IS HEREBY GIVEN of a Public Hearing to be held before the Appleton Common Council on Wednesday, June 15, 2022, at 7:00 P.M. in Council Chambers, 6th Floor, City Hall, 100 North Appleton Street, or as soon thereafter as can be heard, for the purpose of considering a Comprehensive Plan Future Land Use Map Amendment request.

Pursuant to Chapter 12: Implementation of the City of Appleton Comprehensive Plan 2010-2030, to consider a request by Apostolic Truth Church, owner, and Sam Al-Saadi, applicant, for parcel #31-1-7400-00 located on N. French Road, bordered by E. Glory Lane, N. Providence Avenue, and E. Ashbury Drive from future One and Two-Family Residential land use and Multi-Family land use to future Public Institutional land use

A copy of the proposed amendment to the Comprehensive Plan Future Land Use Map is available in the Appleton Community and Economic Development Department or the Office of the City Clerk from 8:00 a.m. until 4:30 p.m., Monday through Friday.

All persons interested are invited to express your views or concerns regarding the above-described request. The Common Council meeting is open to the public. Feedback can also be shared with Common Council members via written letter, email, or phone call. Alternatively, you can also contact the Mayor's Office at mayor@appleton.org and your comments will be forwarded to the Common Council.

Any questions regarding this matter should be directed to Jessica Titel, Principal Planner, in the Community and Economic Development Department at 920-832-6476 or by email at jessica.titel@appleton.org.

KAMILYNCH
CITY CLERK

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

RUN: May 16, 2022

NOTICE OF PUBLIC HEARING

#3-22

RE: Proposed Zone Change

A public hearing will be held in the Council Chambers, City Hall, Appleton, Wisconsin, on June 15, 2022, at 7:00 P.M., or as soon thereafter as can be heard, to consider the following proposed zone change:

Rezoning #3-22: A rezoning request has been initiated by Apostolic Truth Church, owner, and Sam Al-Saadi, applicant, in the matter of amending Chapter Twenty-three (Zoning Ordinance) of the Municipal Code of the City of Appleton for the following described real estate. The owner requests to rezone parcel #31-1-7400-00 located on N. French Road, bordered by E. Glory Lane, N. Providence Avenue, and E. Ashbury Drive, including the adjacent one-half (1/2) right-of-way, from R-1A Single-Family District to P-I Public institutional District

Legal Description: SEC7 T21N R18E PRT N1/2 SE NE COM E1/4 COR SEC 7 N1306.42FT W48.98FT TO POB TH W670.84FT S648.44FT E674.75FT N645.19FT TO POB AND LOT 1 OF CSM 2720 LE SS DOC 1676937 & LESS DOC 1680547, INCLUDING THE ADJACENT ONE HALF (1/2) RIGHT OF WAY, CITY OF APPLETON, OUTAGAMIE COUNTY, WISCONSIN.

May 19, 2022

RUN: May 24, 2022
May 31, 2022

KAMI LYNCH
City Clerk



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

To: Municipal Services Committee
From: Michael S. Hardy, Assistant City Traffic Engineer
Date: May 23, 2022
Re: Recommended award of the *Unit Q-22* Pavement Marking Maintenance Contract (Paint)
Transverse Paint Markings such as Parking Stalls, Crosswalks and Stop Lines

Quotes were opened for the *Unit Q-22* Pavement Marking Maintenance Contract on May 23, 2022, as a means of establishing unit prices for this annual maintenance contract, which generally involves the painting of parking stalls, crosswalks and stop lines in the City.

Quotes were solicited from five companies, but only one quote was received. Crowley Construction Corp. of Wauwatosa, Wisconsin, submitted the low quote in the total amount of \$44,957.20. The unit prices contained in the quote are approximately 9% higher than last year, however, do seem to be reasonable all things considered. The cost for paint materials have been much more volatile since COVID-19, and Crowley indicated they are unable to lock in their prices with suppliers like in years past. The cost of fuel and wages have also seen increases. Crowley has completed this type of work for the City in recent years with good results.

Based on this, we recommend award of the contract to Crowley Construction Corp. in an amount not to exceed \$48,000.00. This dollar amount is based on available budgeted funds for pavement marking maintenance (17022 Account), as well as pavement marking maintenance to be completed for the Parking Utility (5121 & 5123 Accounts).



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

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

To: Municipal Services Committee
From: Eric Lom, City Traffic Engineer
Date: May 25, 2022
Re: Proposed parking change on S. Driscoll St (1300S/1400S/1500S block)
Follow-Up to Six-Month Trial Period

In response to concerns raised by the Department of Public Works (DPW) and residents in the area, the City's Traffic Section recently assessed the possibility of prohibiting parking on one side of the 1300S/1400S/1500S block of Driscoll Street (the segment located between Charles Street and the railroad tracks). The concerns generally related to the ability of the DPW to plow this block safely and efficiently during the winter months, which has gotten significantly more difficult over the past several years as the frequency of on-street parking has increased. To address this, my office proposed removal of parking from the east side of the block during the winter months.

Property owners on this block were surveyed by mail and, based on the feedback received, a parking restriction on the east side (from Dec 1st to Apr 1st) was posted for a 6-month trial period.

This arrangement appears to have had the desired effect, and we have not received any feedback from the community. Based on this, we recommend the changes be made permanent.

To accomplish this, the following ordinance action is required:

1. **Create:** "Parking be prohibited from December 1st to April 1st on the east side of Driscoll Street from Charles Street to a point 725 feet north of Charles Street."



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

To: Municipal Services Committee
From: Eric Lom, P.E., City Traffic Engineer
Date: May 25, 2022
Re: Possible 6-month trial for parking changes on Pacific St (Drew St to Lawe St)

In response to concerns raised by Alderperson Meltzer, the City's Traffic Section recently assessed the possibility of allowing unrestricted parking on both sides of Pacific Street between Drew Street and Lawe Street (see Figure 1). Parking is currently restricted to two hours on the north side of this portion of Pacific Street (the south side is unrestricted).

According to City records, parking had been restricted to two hours on *both* sides of the blocks in question for many years prior to 1995. In 1995, the two-hour restriction was removed from the south side at the request of several residents. At that time, the restriction was retained on the north side of the street due to Pacific Street's narrow width of 28 feet.

Based on feedback received from several constituents, Alderperson Meltzer is proposing a six-month trial to test the removal of the two-hour restriction on the north side of the street as a way of providing additional on-street parking and decreasing the speed of traffic.

As previously noted, this portion of Pacific Street is 28 feet wide. Based on the City's *Narrow Street Parking Policy*, which generally applies to low-volume residential streets with limited on-street parking usage, 28 feet is just wide enough to allow for parking on both sides (the policy mandates removal of parking on one side at widths of 27 feet or less). On a 28-foot street with parking on both sides, what you essentially have is two 7-foot parking lanes and one 14-foot travel lane. Given that passenger vehicles have mirror-to-mirror widths of 6.5 to 8.5 feet, vehicles traveling in opposing directions will often need to "give way" (see Figure 2) when there are parked vehicles on both sides. While this results in lower overall speeds, it can be uncomfortable and feel unsafe for some drivers.

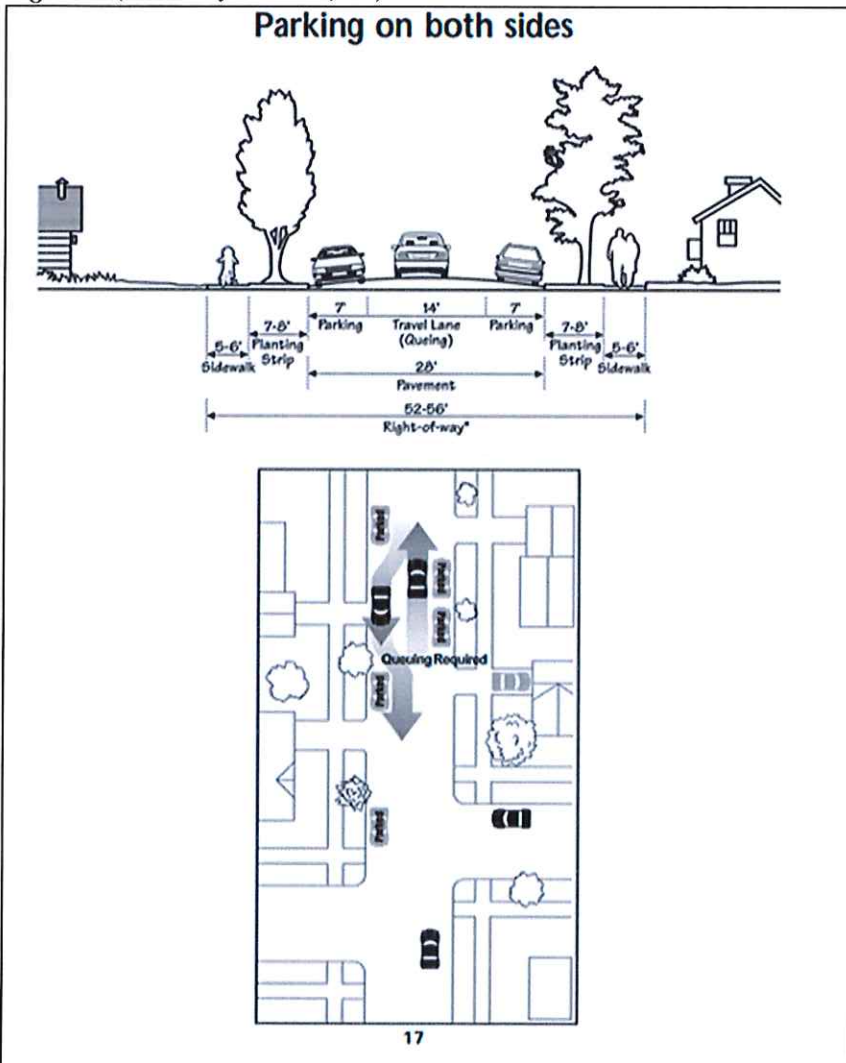
Based on the totality of the information, we are supportive of approving Alderperson Meltzer's request for a six-month trial to eliminate the two-hour restriction on the north side of the blocks in question during the non-winter months. We recommend the restriction remain in place during the winter months (Dec 1st to Apr 1st) when the effective width of the road is typically reduced by four to five feet due to snowbank "creep."

Letters were mailed to all affected properties advising them of Alderperson Meltzer's request and inviting their comments and/or participation in the 6/6/22 Municipal Services Committee meeting.

Figure 1



Figure 2 (Credit: City of Portland, WA)



Eric Lom

From: Brigid Vance <brigidvance@gmail.com> 503
Sent: Tuesday, May 31, 2022 10:48 AM
To: Eric Lom; Vered Meltzer; Israel Del Toro
Subject: Re: Proposed on-street parking restrictions for Pacific St. in between Lawe and Drew streets

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Dear all,

Thank you for soliciting input from Pacific St. residents regarding the proposed modification of on-street parking restrictions adjacent to my property. I appreciate the opportunity to provide my feedback. Unfortunately, I am unable to attend the June 6 meeting of the City's Municipal Services Committee, so I am opting to e-mail you instead.

I am **not at all** in favor of the proposed modification.

First of all, I have not noticed any problems on these three blocks of Pacific Street in between Lawe and Drew.

I have not noticed particularly fast traffic on Pacific Street in between Lawe and Drew streets, so I do not understand why it is necessary to attempt to further slow the traffic on these three blocks. On the contrary, neighborhood children often play in the street here -- games of four-square, riding around on their scooters or skateboards, rollerblading, or even tossing around a football. It's quite jolly to watch.

If these three blocks are not a problem in terms of speeding cars, why change rules that seem to be working?

In my experience living in more urban areas (New York City and San Francisco), removing on-street parking restrictions creates problems of congestion, crowding, and impaired visibility for pedestrians and drivers alike.

Congestion/ Crowding:

Currently, when I have friends or relatives stop by from other neighborhoods or out of town, I'm grateful that they can easily find short-term parking across the street. I worry that if the two-hour parking rule is overturned, people will drop off their vehicles or trailers and take up the space more permanently.

Pacific Street is not wide. 28 feet, yes, per your diagram, but for careful or uncertain drivers, it will be too stressful to weave in between two rows of parked cars. I can easily imagine dinged side mirrors having witnessed such minor accidents in congested or crowded streets.

Two hours' parking on one side of the street encourages swift turnover to help with overflow parking at Jacob's.

Impaired visibility:

Adding the possibility of more permanent parked vehicles on both sides of the street will impair visibility. I speak from experience on this street. We had one issue on Pacific Street with an abandoned vehicle on the north side of the street. When it was parked there illegally, before it was removed, my mother had difficulty backing up out of the driveway onto Pacific Street because of her impaired visibility rendered by cars parked on both sides of her driveway as well as across the street.

Eric Lom

From: Philip/Anne BARUTH <philipannebaruth@msn.com> 507
Sent: Saturday, May 28, 2022 3:19 PM
To: Vered Meltzer; Eric Lom
Subject: Parking 500 block E. Pacific Street:

Follow Up Flag: Follow up
Flag Status: Flagged

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Dear Eric and Vered,

Thank you very much for the inquiry concerning unrestricted parking on East Pacific Street. We live on the 500 block of East Pacific. **We hope the restrictions stay!!!**

As it is, driving through double-sided parked cars, trucks, and vans is sometimes a tight matter even with the two-hour minimum on the north and overnight restrictions for both sides. This is made worse in winter when piled snow (and in fall with piled leaves) make parking near the curb a near impossibility.

Backing out of driveways can be a trick as well - especially in winter. One year a renter across the street hit our parked car. He said he would pay for the damage but moved without reimbursing us and without warning or forwarding address. As he said he was a veteran, we let it go ...

During festivals, restricting one side allows for the safe and unencumbered travel for emergency vehicles.

With the fire station close by, it makes sense that the road is wide and unencumbered during bad weather, leaf pile up times, etc.. Frankly, one sided parking might make sense at times!

Currently, we are experiencing a lot of overnight parking in front of our house and neighboring houses by a multi-car household. We have been very tempted to report this. It is rather unsightly and adds to visibility and safety concerns - and can cause garbage pick-up problems. Some of these people park for very long periods of time - overnight and beyond - leaving little chance for homeowners and their guests to have a turn to park there as well.

It would seem with City Park being such a summer haven even overnight for drug, drifting, destitute and desperate people, having greater visibility of properties at night for police and neighborhood watch people would be helpful. Numerous times police have been seen apparently searching through the yards for who knows who - who did who knows what!

Anyway, my husband and I vote a strong 'no' for these reasons and likely more.

Again, thank you so much for asking. Very thoughtful of you.

Eric Lom

From: Eric Lewellyn <lewellye@gmail.com> 608
Sent: Tuesday, May 31, 2022 10:00 PM
To: Eric Lom; VeredMeltzer@appleton.org; Vered Meltzer
Subject: Parking on Pacific Street

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Dear Eric Lom and Alderperson Meltzer:

I am very happy to hear you are working on solutions to the problem of speeding cars in the City Park Neighborhood. I agree that speeding cars is problematic. However, as someone who lives near the corner of Pacific and Lawe street, I can attest that speeding cars along Lawe street is a much larger problem than speeding cars on Pacific Street. Regarding the issue of traffic on Pacific street in particular, I worry that the unintended consequences of allowing all-day parking on the north side of the street may be worse than the initial problem of car speed and traffic.

In particular, I have two main concerns. First, I am worried about losing the current benefits of 2 hour parking. The City of Appleton identified benefits for public works (snow and garbage), police activity, and aesthetic benefits for limiting overnight parking (<https://www.appleton.org/visitors/parking/overnight-parking-regulations>). Those benefits are all applicable to 2 hour parking also.

Second, I am very worried about bicycle safety. With the current two hour restriction, there are rarely cars parked on the north side of the street so biking along the side of the street is relatively low hazard. Every additional parked car is a hazard to bicycles and Pacific St. is frequently traveled by bicyclists.

If there is a trial period for North Side Parking, these benefits that we now enjoy from 2 hour parking are likely to be lost. Furthermore, I do not believe that a traffic study will reveal those losses because those parameters would be outside the study purview. In my opinion, reducing traffic speed on Pacific does not seem to outweigh the current benefits of having 2 hour parking.

As an alternative for controlling speeding traffic, I hope you will consider making designated bike lanes along Pacific Street from Drew to Peabody Park with appropriate separation for safety as outlined by the following FHWA publication: https://nacto.org/wp-content/uploads/2016/05/2-4_FHWA-Separated-Bike-Lane-Guide-ch-5_2014.pdf. It seems that this should achieve the goal of effectively reducing the width of the road and thereby constraining traffic speed. Furthermore, this seems a natural bicycle route that would connect Peabody Park to the existing bicycle lane network on Drew Street. Finally, additional bicycle lanes will help to achieve the city-wide goal of making Appleton a safer and easier place to bike. Allowing more parking on Pacific St. may forestall any future attempts to convert this to a bicycle route.

Thank you for your consideration!

Sincerely,

Eric Lewellyn
608 E Pacific St.
Appleton, WI 54911

Eric Lom

From: Natalie Lewellyn <vancen@gmail.com> 609
Sent: Tuesday, May 31, 2022 8:41 PM
To: Eric Lom; Vered Meltzer
Subject: parking on Pacific

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Hi!

I live on Pacific St at Lawe (near Jacob's). I'm against having there be no time limit for parking because I don't like people to park in front of the house all the time. I think the 2 hour limit is nice because it keeps the streets clearer so that visibility is better for the kids crossing Pacific to go to City Park.

Let's put a stop sign on Lawe so the kids can cross more easily. Nobody pays attention to the cross walk in front of Jacob's, so enforcing state law by issuing citations for ignoring pedestrians trying to cross would also be a plus.

Sincerely,
Natalie Lewellyn

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

Eric Lom

From: Ruth Vance <ruthmvance@gmail.com> 608
Sent: Tuesday, May 31, 2022 9:57 AM
To: Eric Lom; Vered Meltzer
Subject: changes on PacificStreet

Follow Up Flag: Follow up
Flag Status: Flagged

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

To whom it may concern,

I am **not** in favor of removing the two hour parking limit on Pacific Street between Lawe and Drew.

1. Having cars parked for longer hours adds to congestion and safety.
2. It is difficult and unsafe to back out of the driveways when there are cars parked along the street. It is unsafe to ride bikes for the children to get to school when the road is narrowed by too many parked cars.
3. Also, I have not noticed that the traffic on the street is above the speed limit. Children actually play ball in the street because of low traffic.
4. What a strange priority to concentrate and call meetings about a non-issue when Lawe Street is such a problem.
-It has not even one stop sign to stop the speeding cars barreling down the street.
-At times there are strings of up to thirty cars in one direction with people unable to get across.
-Children on this side cannot cross to go to Jacob's Meat Market without an adult, and children on the other side cannot cross to go to City Park.

Please consider focusing on the Lawe Street problem.

Thank you.

Sincerely,

Ruth Vance

608 E. Pacific Street

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



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

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

To: Municipal Services Committee
From: Eric S. Lom, City Traffic Engineer
Date: May 25, 2022
Re: Ordinance changes related to the A-22 Appleton Street Reconstruction Project

The *Appleton Street Reconstruction Project* (from College Avenue to Atlantic Street) was included in the 2022 budget and is currently under construction, with completion expected in late summer. This memo addresses the parking and traffic restrictions that are necessary to implement the Council-approved project design.

The following ordinance actions related to parking and traffic restrictions are recommended:

- 1) Parking:
 - a) **Create:** "Parking be prohibited on Harris Street from Appleton Street to a point 23 feet east of Harris Street."
- 2) Left Turn Restrictions (Section 19-43 of the Appleton Municipal Code)
 - a) **Remove:** "Northbound Appleton Street at the alley located between College Avenue and Washington Street."
 - b) **Remove:** "Westbound City Center Street at Appleton Street."
 - c) **Remove:** "Eastbound alley (between College Avenue and Washington Street) at Appleton Street."
- 3) One-Way/Two-Way Streets
 - a) **Create:** "Designate the following as a one-way street: Appleton Street from Pacific Street to the Appleton Street/Pacific Street curve (one-way southbound)."
 - b) **Create:** "Designate the following as a two-way street: Oneida Street from Pacific Street to the Oneida Street/Pacific Street curve."
- 4) Intersection Control
 - a) **Create:** "Remove the stop sign for westbound Pacific Street at Appleton Street."
 - b) **Create:** "Replace the yield sign with a stop sign for southbound Appleton Street at the Appleton Street/Pacific Street curve."
 - c) **Create:** "Replace the yield sign with a stop sign for northbound Oneida Street at the Oneida Street/Pacific Street curve."

Original Alcohol Beverage Retail License Application

(Submit to municipal clerk.)

For the license period beginning: July 1, 2022 ending: June 30, 2023
(mm dd yyyy) (mm dd yyyy)

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

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	\$ 100.00
<input type="checkbox"/> Class C wine	\$
<input type="checkbox"/> Class A liquor	\$
<input type="checkbox"/> Class A liquor (cider only)	\$ N/A
<input checked="" type="checkbox"/> Class B liquor	\$ 500.00
<input type="checkbox"/> Reserve Class B liquor	\$
<input type="checkbox"/> Class B (wine only) winery	\$
Publication fee	\$ 60.00
TOTAL FEE	\$ 660.00

Name (individual / partners give last name, first, middle; corporations / limited liability companies give registered name)
Dairyland Brew Pub, 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>Preston</u>	(First) <u>Michele</u>	(Middle Name) <u>Anne</u>	Home Address (Street, City or Post Office, & Zip Code) <u>1200 S. Matthias St. Appleton, WI 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>Preston</u>	(First) <u>Michele</u>	(Middle Name) <u>Anne</u>	Home Address (Street, City or Post Office, & Zip Code) <u>1200 S. Matthias St. Appleton, WI 54915</u>
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

1. Trade Name Dairyland Brew Pub, LLC Business Phone Number _____
 2. Address of Premises 1216 E. Wisconsin Ave. Post Office & Zip Code Appleton, WI 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.)
4200 square foot building, bar/restaurant/kitchen including outdoor patio/seating area on southeast corner and south side of building

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? Dairyland Brewing Co, LLC
d/b/a Dairyland Brew Pub

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
has current operator license for Appleton
7. Is the applicant an employe 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 4-12-22 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>Preston, Michele A</u>	Title/Member <u>owner</u>	Date <u>5-6-22</u>
Signature <u>Michele A Preston</u>	Phone Number 	Email Address

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <u>5-6-22</u>	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 Alcohol License Questionnaire

1. Name of Applicant: Michele A. Preston

2. Name of Business: Dairyland Brew Pub, LLC

(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: 1216 E. Wisconsin Ave, Appleton, WI 54911

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.

<u>Michele A. Preston</u>			<u> </u>	<u> </u>
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?

Name: Dorri M. Schmidt

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: Dairyland Brewing Co, LLC d/b/a Dairyland Brew Pub

(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 _____ 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 10

11. Operating hours (Inside the building): Tues - Sun 11am - 2am
Operating hours (Outdoor seating areas): Tues - Sun 11am - 2am

12. Employees/Staff

Number of floor personnel 15 Number of door checkers 1

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

a. Gross floor building area of the premises to be licensed: 4200 square feet.

b. Gross outdoor seating areas of the premises to be licensed: 150 square feet.

c. Below, identify the operational details of the proposed establishment:

Bar and restaurant

Michelle A. Prestz
Signature

5-6-22
Date

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 of APPLETON County of Outagamie
 City

The undersigned duly authorized officer/member/manager of Dairyland Brew Pub, LLC
(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 Dairyland Brew Pub, LLC
(Trade Name)

located at 1216 E. Wisconsin Ave, Appleton, WI 54911

appoints Michele A. Preston
(Name of Appointed Agent)
1200 S. Matthias St, Appleton, WI 54915
(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? 25 years

Place of residence last year Appleton, WI 1200 S. Matthias St. 54915

For: Dairyland Brew Pub, LLC
(Name of Corporation / Organization / Limited Liability Company)

By: Michele A. Preston
(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, Michele A. Preston, 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.

Michele A. Preston 5-6-22 Agent's age 33
(Signature of Agent) (Date)
1200 S. Matthias St, Appleton, WI 54915 Date of birth 03/03/89
(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)

Original Alcohol Beverage Retail License Application

(Submit to municipal clerk.)

For the license period beginning: 7-1-22 ending: 6-30-23
(mm dd yyyy) (mm dd yyyy)

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

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 	
FEIN Number 	
TYPE OF LICENSE REQUESTED	FEE
<input type="checkbox"/> Class A beer	\$
<input type="checkbox"/> Class B beer	\$
<input type="checkbox"/> Class C wine	\$
<input checked="" type="checkbox"/> Class A liquor	\$ 300.00
<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	\$ 60.00
TOTAL FEE	\$ 360.00

Name (individual / partners give last name, first, middle; corporations / limited liability companies give registered name)
LAMICHHANE CHIRANJIBI DEPU 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	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
<u>LAMICHHANE</u>	<u>CHIRANJIBI</u>		<u>W6323 ARBORVITAE LN Menasha 54952</u>
Vice President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
<u>ADHIKARI</u>	<u>DEVI</u>		<u>W6523 AUSTIN DRIVE Menasha 54951</u>
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)
<u>LAMI CHIRAN CHHANE CHIRANJIBI</u>			<u>W6323 ARBORVITAE LN</u>
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

1. Trade Name DEPU LLC, Northland ^{Mobil} Business Phone Number 920 7383536
 2. Address of Premises 105 W Northland Ave Post Office & Zip Code Appleton WI 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.)

Storage and sold same above
Address. Store in office room and
sold in behind the counter

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? (. Beer. only.) Yes No

(b) If yes, under what name was license issued? Depu LLC

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 employe 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 6-16-2020 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? Yes No
If yes, explain.

CHUCK LLC Neena and Lami LLC green bay.

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.) LAMICHIANE CHIRANJIBI	Title/Member Member	Date 5-18-22
Signature <i>Chiran</i>	Phone Number [REDACTED]	Email Address [REDACTED]

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 Alcohol License Questionnaire

1. Name of Applicant: CHIRANJIBI LAMICHHANE

2. Name of Business: DEPU LLE

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

- Restaurant
- Tavern/Night Club/Wine Bar
- Microbrewery/Brewpub
- Painting/Craft Studio
- Other (describe) GAS Store And Convinance Store

3. Address of Business: 105 W Northland Ave Appleton WI 54911

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.

<u>CHIRANJIBI</u>		<u>LAMICHHANE</u>	● ● ● ●
First name	M.I.	Last name	Date of Birth
<u>DEVI</u>		<u>ADHIKARI</u>	● ● ● ●
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?

Name: _____
First name Middle Initial Last name

Address: _____
City State ZIP

5

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

Name: _____

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

- Restaurant
- Tavern/Night Club/Wine Bar
- Microbrewery/Brewpub
- Painting/Craft Studio
- Other (describe) GAS Store Convinance Store

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 _____ 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?

0 months ago.

10. Seating capacity: Inside NO Outside NO

11. Operating hours (Inside the building): ~~5 AM~~ 5 AM to 10 PM

Operating hours (Outdoor seating areas): NO

12. Employees/Staff

Number of floor personnel 1 Number of door checkers 1

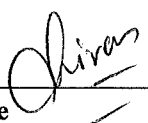
13. In general, state the size and operational details of the proposed establishment:

a. Gross floor building area of the premises to be licensed: 3000 square feet.

b. Gross outdoor seating areas of the premises to be licensed: _____ square feet.

c. Below, identify the operational details of the proposed establishment:

Convinance Store Sals liquors &

Signature 

Date 5-19-22

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 of Appleton County of Outagamie
 City

The undersigned duly authorized officer/member/manager of DEPU LLC
(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 DEPU LLC, Northland Mobil
(Trade Name)

located at 105 W Northland Ave Appleton WI 54911

appoints CHIRANTJIBI LAMICHHANE
(Name of Appointed Agent)

W 6323 ARBORVITAE LN Menasha WI 54951
(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).
Lami llc green bay WI, chukku llc Neenah, WI

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? 7 yrs

Place of residence last year 2830 N PARK DR LN^{#8} Appleton 54911

For: DEPU LLC
(Name of Corporation / Organization / Limited Liability Company)

By: [Signature]
(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, CHIRANTJIBI LAMICHHANE, 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.

[Signature] 5-19-22
(Signature of Agent) (Date)
W 6323 ARBORVITAE LN
(Home Address of Agent)

Agent's age 30 years
 Date of birth ●●●●●●●●

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)

Original Alcohol Beverage Retail License Application

(Submit to municipal clerk.)

For the license period beginning: 07-01-22 ending: 06-30-23
(mm dd yyyy) (mm dd yyyy)

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

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 ●●●●●●●●	
FEIN Number ●●●●●●	
TYPE OF LICENSE REQUESTED	FEE
<input type="checkbox"/> Class A beer	\$
<input type="checkbox"/> Class B beer	\$
<input type="checkbox"/> Class C wine	\$
<input checked="" type="checkbox"/> Class A liquor	\$ <u>300</u>
<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</u>
TOTAL FEE	\$ <u>360</u>

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

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	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
<u>SUBEDI</u>	<u>BUDDI</u>		<u>3045 WINNIPEG ST, MENASHA, 54952</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)
<u>SUBEDI</u>	<u>Buddi</u>		<u>3045 winnipeg st. menasha 54952</u>
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

1. Trade Name RICHMOND MOBIL Business Phone Number 9208091210

2. Address of Premises 3401 RICHMOND ST, APPLETON 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.)

ALCOHOL BEVERAGE ARE STORED AT STORAGE AREA, COOLER, SHELVES AND ARE SOLD
AT THE REGISTERS AT 3401 RICHMOND ST., APPLETON WI 54911

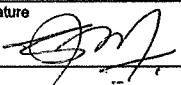


4. Legal description (omit if street address is given above): _____

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? BSS CORPORATION (RICHMOND MOBIL)

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 employe 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 07/2020 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.) SUBEDI, BUDDI	Title/Member OWNER	Date 05/17/22
Signature 	Phone Number 	Email Address 

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk 5-19-22	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

Alcohol License Questionnaire

1. Name of Applicant: Buddi Subedi

2. Name of Business: BSS Corporation (Richmond Mobil)

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

- Restaurant
- Tavern/Night Club/Wine Bar
- Microbrewery/Brewpub
- Painting/Craft Studio
- Other (describe) convenience store with gas.

3. Address of Business: 3401 Richmond St, Appleton, WI 54911

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.

<u>Buddi</u>	<u>S</u>	<u>subedi</u>	<u>● / ● / ●●</u>
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? NA

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: BSS Corporation

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

- Restaurant
 Tavern/Night Club/Wine Bar
 Microbrewery/Brewpub
 Painting/Craft Studio
 Other (describe) C-store with gas

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 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?

NA months ago.

10. Seating capacity: Inside NA Outside _____

11. Operating hours (Inside the building): 5am - 12am
Operating hours (Outdoor seating areas): _____

12. Employees/Staff

Number of floor personnel 1 Number of door checkers 0

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

a. Gross floor building area of the premises to be licensed: 3000 square feet.

b. Gross outdoor seating areas of the premises to be licensed: _____ square feet.

c. Below, identify the operational details of the proposed establishment:

Convenience store with alcohol sale.

Signature



Date

05/17/2022

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 of APPLETON County of OUTOGAMIE
 City

The undersigned duly authorized officer/member/manager of BSS CORPORATION
(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 RICHMOND MOBIL
(Trade Name)

located at 3401 RICHMOND ST, APPLETON, WI 54911

appoints BUDDI SUBEDI
(Name of Appointed Agent)
3045 WINNIPEG ST., MENASHA, WI 54952
(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? SINCE 2006

Place of residence last year 3045 WINNIPEG ST, MENASHA, WI 54952

For: BSS CORPORATION
(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, BUDDI SUBEDI, 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.

 5/17/2022 Agent's age ●
(Signature of Agent) (Date)
3045 WINNIPEG ST, MENASHA, WI 54952 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)

Original Alcohol Beverage Retail License Application

(Submit to municipal clerk.)

For the license period beginning: 10/11-2022 ending: Jun 30 2023
(mm dd yyyy) (mm dd yyyy)

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

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 ●●●●●●●●●●●●●●●●	
FEIN Number ●●●●●●●●●●●●●●●●	
TYPE OF LICENSE REQUESTED	FEE
<input type="checkbox"/> Class A beer	\$
<input type="checkbox"/> Class B beer	\$
<input type="checkbox"/> Class C wine	\$
<input checked="" type="checkbox"/> Class A liquor	\$ <u>300</u>
<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</u>
TOTAL FEE	\$ <u>360</u>

Name (individual / partners give last name, first, middle; corporations / limited liability companies give registered name)
JALIYAN GAS 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>PATEL</u>	(First) <u>NILESH</u>	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code) <u>4705 W. Prairie Song Lane Appleton, WI 54911</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 Wisconsin Pantry Business Phone Number 920 734 9967
 2. Address of Premises 111 W. Wisconsin Ave. Post Office & Zip Code WI 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.)
It is a 2500 sq ft. of Bulding with walking cover and one office.

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? JALIAN GAS LLC. Beer only.

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
I take course 10 years ago

7. Is the applicant an employe 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 May 2019 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
Kirkwood St. City 22 Senikrupa LLC Appleton
Waipahoa WI

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>Nilesh Patel</u>	Title/Member <u>owner</u>	Date <u>5/18/22</u>
Signature <u>Nilesh Patel</u>	Phone Number <u>[REDACTED]</u>	Email Address <u>[REDACTED]</u>

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <u>05/17/2022</u>	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 Alcohol License Questionnaire

1. Name of Applicant: Nilesh Patel

2. Name of Business: Jalivan gas LLC

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

- Restaurant
- Tavern/Night Club/Wine Bar
- Microbrewery/Brewpub
- Painting/Craft Studio
- Other (describe) GAS station

3. Address of Business: 111 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 _____ 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.

<u>Nilesh</u>		<u>PATEL</u>	<u>11/11</u>
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?

Name: Nilesh Patel

First name Middle Initial Last name

Address: 4705 W. Prairie Song Lane Appleton WI 54913

City State ZIP

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

Name: NA

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

- Restaurant
- Tavern/Night Club/Wine Bar
- Microbrewery/Brewpub
- Painting/Craft Studio
- Other (describe) GAS STATION

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 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?

0 months ago.

10. Seating capacity: Inside 0 Outside 0

11. Operating hours (Inside the building): Morning 5:00am to midnight 12:00am
Operating hours (Outdoor seating areas): _____

12. Employees/Staff

Number of floor personnel 1 Number of door checkers 0

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

- a. Gross floor building area of the premises to be licensed: 2500 square feet.
- b. Gross outdoor seating areas of the premises to be licensed: 0 square feet.
- c. Below, identify the operational details of the proposed establishment:

Gas station Repair store

[Signature]
Signature

5/17/22
Date

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 JALIZAN Gas LLC
(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 JALIZAN Gas LLC DBA Wisconsin Ave Party
(Trade Name)

located at 111 W. Wisconsin Ave, Appleton, WI 54911

appoints Nilesh Patel
(Name of Appointed Agent)

4705 W. Prairie View Lane Appleton, WI 54913
(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).
Saikrupa LLC Appleton & Saikrupa LLC Wauwatosa WI

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? 13 years

Place of residence last year Appleton

For: JALIZAN Gas LLC & Saikrupa LLC
(Name of Corporation / Organization / Limited Liability Company)

By: Nilesh Patel
(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, Nilesh Patel
(Print / Type Agent's Name), hereby accept this appointment as agent for the

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.

Nilesh Patel 5/17/22
(Signature of Agent) (Date)

Agent's age 33

4705 W. Prairie View Lane, Appleton WI 54913
(Home Address of Agent)

Date of birth 02/11/89

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)

Original Alcohol Beverage Retail License Application

(Submit to municipal clerk.)

For the license period beginning: July 1 22 ending: JUN 30 23
(mm dd yyyy) (mm dd yyyy)

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

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	
FEIN Num	
TYPE OF LICENSE REQUESTED	FEE
<input type="checkbox"/> Class A beer	\$
<input type="checkbox"/> Class B beer	\$
<input type="checkbox"/> Class C wine	\$
<input checked="" type="checkbox"/> Class A liquor	\$ 300.00
<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	\$ 60.00
TOTAL FEE	\$ 360.00

Name (individual / partners give last name, first, middle; corporations / limited liability companies give registered name)
SAN KHURA 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>PATEL</u>	(First) <u>Nilesh</u>	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code) <u>4705 W. Wisconsin Ave Appleton WI 54913</u>
Vice President / Member Last Name <u>PATEL</u>	(First) <u>Mital</u>	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code) <u>2156 Luxury Dr. Green Bay WI 54313</u>
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 Richmond St Ciro Business Phone Number 920 733 3550
 2. Address of Premises 1601 W Richmond St Post Office & Zip Code WI 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 sq feet of store with
waiting counter and office

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? SAN KHURA LLC Beer only

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
10 years ago
7. Is the applicant an employe 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 May 2009 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
Partner on New Application
Guinness LLC - Wisconsin
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>Aklesh. Patel</u>	Title/Member <u>owner</u>	Date <u>5/18/2022</u>
Signature <u>Aklesh Patel</u>	Phone Number <u>[REDACTED]</u>	Email Address <u>[REDACTED]</u>

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <u>5-17-22</u>	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 Alcohol License Questionnaire

1. Name of Applicant: Nilesh Patel

2. Name of Business: SAI KRUPA LLC

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

- Restaurant
- Tavern/Night Club/Wine Bar
- Microbrewery/Brewpub
- Painting/Craft Studio
- Other (describe) Gas Station

3. Address of Business: 1601 N. Richmond St Appleton WI 54911

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.

Nilesh Patel ●●●●●●
First name M.I. Last name Date of Birth

MITI / /
First name M.I. Last name Date of Birth

MITI PATEL ●●●●●●
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?

Name: Nilesh MITI PATEL
First name Middle Initial Last name

Address: 4705 W. Prairieview Ave, Appleton WI 54913
City State ZIP

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

Name: _____

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

- Restaurant
- Tavern/Night Club/Wine Bar
- Microbrewery/Brewpub
- Painting/Craft Studio
- Other (describe) Gas station

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 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?

0 months ago.

10. Seating capacity: Inside 0 Outside 0

11. Operating hours (Inside the building): 5:00 AM to 12:00 AM.
Operating hours (Outdoor seating areas): _____

12. Employees/Staff

Number of floor personnel 1 Number of door checkers 0

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

a. Gross floor building area of the premises to be licensed: 2500 square feet.

b. Gross outdoor seating areas of the premises to be licensed: 0 square feet.

c. Below, identify the operational details of the proposed establishment:

Gas station Petrol store

[Signature]
Signature

5/18/22
Date

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 Sai Krupa LLC
(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 Sai Krupa LLC DBA Jalizon Gas LLC
(Trade Name)

located at 1601 N. Richmond St Appleton WI 54911

appoints Nilesh Patel
(Name of Appointed Agent)

4705 W. Prairie View Lane Appleton WI 54913
(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).
Sai Krupa LLC Appleton, Wishek town.

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? 13 years

Place of residence last year Appleton

For: Sai Krupa LLC
(Name of Corporation / Organization / Limited Liability Company)

By: Nilesh Patel
(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, Nilesh Patel, 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.

Nilesh Patel 5/18/22 Agent's age 33
(Signature of Agent) (Date)

4705 W. Prairie View Lane Appleton WI 54913 Date of birth 03/01/89
(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)



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

FEES ARE NON-REFUNDABLE Date Recv'd 05/25/22
 License Fee - Local \$207.00 Acct. CLSALV
 License Fee - Out of City \$ 82.00 Acct. CLSALV
 Receipt 3662-2
 License period July 1 to June 30

**APPLICATION for
SALVAGE DEALER'S LICENSE**

Please allow 4 weeks for processing

SECTION 1 – BUSINESS INFORMATION – Answer all questions completely. Please PRINT clearly											
Business Name <u>Maen W Motors LLC</u>											
Business Street Address <u>600 E Hancock St</u>				City <u>Appleton</u>		State <u>WI</u>		Zip <u>54911</u>			
Business Telephone Number <u>920-202-2201</u>											
SECTION 2 – APPLICANT INFORMATION											
Name <u>Kara Tullberg</u>											
Home Street Address <u>98 Estnerbrook Ct</u>				City <u>Appleton</u>		State <u>WI</u>		Zip <u>54915</u>			
Date of Birth <u>[Redacted]</u>			Male	Female <input checked="" type="checkbox"/>	Telephone Number <u>[Redacted]</u>						
SECTION 3 – CORPORATION INFORMATION – List names, addresses and dates of birth of all officers.											
President		Last <u>Tullberg</u>		First <u>Charles</u>		Middle Initial <u>D</u>		Date of Birth <u>[Redacted]</u>		Male <input checked="" type="checkbox"/>	Female
Address <u>98 Estnerbrook Ct</u>				City <u>Appleton</u>		State <u>WI</u>		Zip <u>54915</u>			
Vice President		Last <u>Tullberg</u>		First <u>Kara</u>		Middle Initial <u>L</u>		Date of Birth <u>[Redacted]</u>		Male	Female <input checked="" type="checkbox"/>
Address <u>98 Estnerbrook Ct</u>				City <u>Appleton</u>		State <u>WI</u>		Zip <u>54915</u>			
Secretary		Last		First		Middle Initial		Date of Birth		Male	Female
Address				City		State		Zip			
Treasurer		Last		First		Middle Initial		Date of Birth		Male	Female
Address				City		State		Zip			
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: <u>[Handwritten Signature]</u>											
FOR OFFICE USE ONLY											
Dept.	Approve	Deny	By	Reason							
Police											
Fire											
City Sealer											
Inspection											
S&L <u>6-8-22</u>		Council <u>6-15-22</u>		Date Issued			Exp. Date		License Number		

9-24-19

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

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 of APPLETON County of OUTAGAMIE
 City

The undersigned duly authorized officer/member/manager of LAWRENCE UNIVERSITY
(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 THE VIKING ROOM
(Trade Name)

located at 615 EAST COLLEGE AVENUE; APPLETON, WI 54911

appoints BRITTANY M. BELL
(Name of Appointed Agent)

1016 LEE AVENUE; DE PERE, WI 54115
(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?

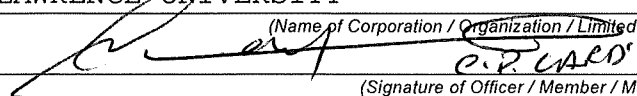
Yes No If so, indicate the corporate name(s)/limited liability company(ies) and municipality(ies).

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? 13 YEARS

Place of residence last year DE PERE, WISCONSIN

For: LAWRENCE UNIVERSITY
(Name of Corporation / Organization / Limited Liability Company)

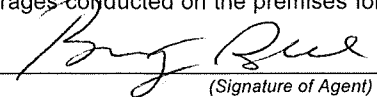
By: 
(Signature of Officer / Member / Manager)

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, BRITTANY M. BELL, 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.

 5/31/22 Agent's age ●
(Signature of Agent) (Date)

1016 LEE AVENUE; DE PERE, WI 54115 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)

Auxiliary Questionnaire Alcohol Beverage License Application

Submit to municipal clerk.

Individual's Full Name (please print) (last name)		(first name)		(middle name)	
BELL		BRITTANY		M	
Home Address (street/route)		Post Office	City	State	Zip Code
1016 LEE AVENUE			DE PERE	WI	54115
Home Phone Number			Age	Date of Birth	Place of Birth
●●●●●●●●			●	●●●/●●●	WISCONSIN

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 **LAWRENCE UNIVERSITY**
(Officer / Director / Member / Manager / Agent) (Name of Corporation, Limited Liability Company or Nonprofit Organization)

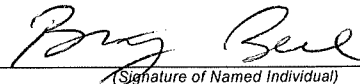
which is making application for an alcohol beverage license.

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? 13 YEARS
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? 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. (Name, Location and Type of License/Permit)
5. Do you hold and/or are you an officer, director, stockholder, agent or employe 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
LAWRENCE UNIVERSITY	711 E BOLDT WAY APPLETON	01/01/2019	
Employer's Name	Employer's Address	Employed From	To
ST NORBERT COLLEGE	100 GRANT ST DE PERE WI	07/01/2012	01/01/2019

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)

2022-2023 Mechanical Amusement Device Renewals

TRADE NAME	COMPANY	ADDRESS
FRONTERAS	FRONTERAS, LLC	2311 WEST COLLEGE AVENUE
LINDO MICHOACAN	LINDO MICHOACAN MEXICAN RESTAURANT	207 NORTH RICHMOND STREET
MEADE STREET BISTRO	WHW GASTROPUB LLC	2729 N MEADE ST
SHADOWS FOOD AND SPIRITS	KA LEE AND PENG XIONG	211 SOUTH WALTER AVE
	NATIONAL ENTERTAINMENT NETWORK	3701 E CALUMET ST

2022-2023 Cigarette License Renewals

DOLLAR GENERAL #6535	DOLGENCORP LLC, AARON DALTON	1320 WEST WISCONSIN AVE
DOLLAR GENERAL #21851	DOLGENCORP LLC, AARON DALTON	1010 WEST COLLEGE AVE
MARLEY'S SMOKE SHOP	ANDREW THORNELL	530 WEST COLLEGE AVE
RXLINK UNIVERSITY PHARMACY	UNIVERSITY RX LLC, JUDE JEAN-PIERRE	133 EAST COLLEGE AVE

ADDITIONAL 2022-2023 RENEWALS

CLASS "A" FERMENTED MALT BEVERAGE & "CLASS A" LIQUOR LICENSE

<u>NAME</u>	<u>TRADE NAME</u>	<u>ADDRESS</u>
Dolgencorp LLC Aaron Dalton, Agent, 1921 N Elinor St Appleton WI 54914	Dollar General #6535	1320 W Wisconsin Ave Unit A
Dolgencorp LLC Aaron Dalton, Agent, 1921 N Elinor St Appleton WI 54914	Dollar General #21851	1010 W College Ave
University Rx LLC Jude Jean-Pierre, Agent, 3916 N Millwood Dr Appleton WI 54911	RxLink University Pharmacy	133 E College Ave

CLASS "B" FERMENTED MALT BEVERAGE LICENSE

<u>NAME</u>	<u>TRADE NAME</u>	<u>ADDRESS</u>
Fox Valley Athletics LLC L. Eric Schaefer, Agent, 1139 Honey Creek Cir, Oshkosh WI 54904		1620 E Witzke Blvd-Jones Bldg
Fronteras, LLC Eric Mosqueda Lopez, Agent, 1009 E Kramer Ln Appleton WI 54915	Fronteras Restaurant	2311 W College Ave
Hmong Express LLC Ka Ying Thao, Agent, 319 N Bennett St Appleton WI 54914	Hmong Express	1216 N Division St
Lilac Enterprises LLC May Vang, Agent, 1226 Appleton St Menasha WI 54952	May's Kitchen	1804 S Lawe St Ste 204
Taco House LLC Roberto Martinez, Agent, 301 E Greenfield St Appleton WI 54911	Taco House	135 E Wisconsin Ave
United Sports Association for Youth, Inc Katherine E Wood, Agent, 610 Harold Way Appleton WI 54915		3300 E Evergreen Dr

CLASS "B" FERMENTED MALT BEVERAGE LICENSE AND "CLASS C" WINE LICENSE

<u>NAME</u>	<u>TRADE NAME</u>	<u>ADDRESS</u>
Dog Lover Dawn Designs LLC Dawn C Smith, Agent, W3970 Devine Ln Appleton WI 54913	Board & Brush Creative Studio	109 N Durkee St

CLASS "B" FERMENTED MALT BEVERAGE & "CLASS B" LIQUOR LICENSE

<u>NAME</u>	<u>TRADE NAME</u>	<u>ADDRESS</u>
Dairyland Brewing Co LLC Dorri M. Schmidt, Agent, 1225 E Amelia St Appleton WI 54911	Dairyland Brew Pub	1216 E Wisconsin Ave
El Sabor LLC Luis Santiago, Agent, W5749 Jochmann Dr Appleton WI 54915	El Sabor	2190 S Memorial Dr
WHW Gastropub LLC Daniel J. Hoff Sr., Agent, 225 E Wayfarer Ln Appleton WI 54913	Meade Street Bistro	2729 N Meade St
Mill City Public House LLC Russell T Leary, Agent, 3608 E Lexington Dr Appleton WI 54915	Mill City Public House	1103 W College Ave
OM Investments, LLC Sivakumar Rajarathinam, Agent, 1237 Symphony Blvd Neenah WI 54956	Sai Ram Indian Cuisine	253 W Northland Ave
Ka Lee & Peng Xiong 948 Ida St, Menasha WI 54952	Shadows Food & Spirit	211 S Walter Ave
Lawrence University of Wisconsin Jonathan E Meyer, Agent, 304 W North Ave Little Chute WI 54140	Viking Room	615 E College Ave

CLASS "B" FERMENTED MALT BEVERAGE & RESERVE "CLASS B" LIQUOR LICENSE

<u>NAME</u>	<u>TRADE NAME</u>	<u>ADDRESS</u>
Thai Ginger Bistro LLC Bounpheng Luangpraseuth, Agent, 2903 N Rankin St Apt 1 Appleton WI 54911	Thai Ginger Bistro	1619 W Wisconsin Ave Ste F



REPORT TO CITY PLAN COMMISSION

Plan Commission Public Hearing Meeting Date: May 11, 2022

Common Council Public Hearing Meeting Date: June 15, 2022 (Public Hearing on Comprehensive Plan Amendment and Rezoning)

Items: City of Appleton *Comprehensive Plan 2010-2030* Future Land Use Map Amendment #2-22 and Rezoning #3-22

Case Managers: Jessica Titel, Principal Planner

GENERAL INFORMATION

Owner/Applicant: Apostolic Truth Church c/o Sam Al-Saadi

Lot/Parcel: N. French Road (Tax Id #31-1-7400-00)

Petitioner's Request: The applicant is requesting to amend the City's Comprehensive Plan 2010-2030 Future Land Use Map from future One and Two-Family Residential and Multi-Family designations to future Public Institutional designation for the subject parcel. In conjunction with this request, the applicant is also proposing to rezone the subject parcel from R-1A Single-Family District to P-I Public Institutional District. The requests are being made to accommodate construction of a place of worship.

BACKGROUND

The subject area was purchased by the church in 1993 with the intent of using the property for its future place of worship. The rezoning and comprehensive plan amendment would provide a future land use designation that is consistent with the proposed rezoning request and future use of the property.

On March 15, 2017, the Common Council approved/adopted the 5-year update to the *Comprehensive Plan 2010-2030* and Future Land Use Map. This plan establishes a vision for future land use, physical development, and quality of life in the City and provides a comprehensive set of goals, policies, and initiatives to achieve that vision. The Comprehensive Plan document and the accompanying Future Land Use Map also serve as a guide for future growth and development in the City. Periodically, development proposals or changing circumstances within the City may trigger consideration of an amendment to the *Comprehensive Plan 2010-2030*. That is the case for this request.

STAFF ANALYSIS

Procedural Findings: When a *Comprehensive Plan 2010-2030* Future Land Use Map Amendment and Rezoning application are required for the same development project, the respective staff reports are consolidated together as one.

Existing Site Conditions: The subject site is currently undeveloped land. The parcel is approximately 15.37 acres in size. The property has frontage along East Glory Lane, North Providence Avenue and East Ashbury Drive. The City's Arterial/Collector Plan classifies East Ashbury Drive and North Providence Drive as Collector Streets and East Glory Lane as a Local Street.

Surrounding Zoning Classification, Future Land Use Designation, and Current Land Uses:

North: Zoning – R-1A & R-1B Single-Family District
Future Land Use Designation – One and Two-Family Residential
Current Land Use – Single-Family Residential

South: Zoning – R-2 Two -Family District & PD/R-3 Planned Development Multi-Family District
Future Land Use Designation – One and Two-Family Residential and Multi-Family Residential
Current Land Use – Two-Family Residential and Multi-Family Residential

East: Zoning – NC Nature Conservancy District
Future Land Use Designation – Multi-Family Residential
Current Land Use – City of Appleton owned drainage ditch.

West: Zoning – R-1A Single-Family District
Future Land Use Designation – One and Two-Family Residential
Current Land Use – Single-Family Residential

Proposed Future Land Use Designation: Amendments to the Comprehensive Plan are sometimes triggered by technical corrections to omissions or errors, specific development proposals, or changing circumstances in the City. In this case, a specific development proposal for the area is necessitating the change to Public/Institutional designation.

The *Comprehensive Plan 2010-2030* does not identify specific locations for future public/institutional uses. However, Chapter 10 states that while public or institutional uses may be located on land designated for any use, certain criteria should guide site selection. At a minimum, the City should consider:

- Compatibility with existing or planned land uses in the area. *The proposed use of the property as a place of worship is consistent with the Public/Institutional Future Land Use designation.*
- Traffic or other impacts and the need for utilities. *The subject area is served by existing infrastructure, and the proposed Public/Institutional designation should not have a significant impact on traffic.*
- Scale of the proposed use (buildings, etc.) in comparison to existing or planned neighboring uses. *The Future Land Use Map Amendment request is being made to accommodate a potential future place of worship. Plans have not been provided at this point; however, any development will need to adhere to zoning code requirements in regards to setbacks, lot coverage and landscape buffering.*
- Whether the proposed location may be better suited to other uses (such as commercial or employment-related) that may be needed to serve the neighborhood or provide a proportionally greater benefit to the community as a whole. *The Future Land Use Map Amendment request is being made to serve the needs of a place of worship that will serve the surrounding neighborhood and community, Apostolic Truth Church.*

Comprehensive Plan 2010-2030 Goals and Objectives: The *Comprehensive Plan 2010-2030* and Future Land Use Map are intended to guide City growth and development in an organized, efficient manner. The Plan addresses a range of topics related to land use, housing and neighborhoods, economic

Future Land Use Map Amendment #2-22 & Rezoning #3-22

May 11, 2022

Page 3

development, transportation, utilities and community facilities, and more. Evaluating the proposed amendment for consistency with relevant goals, objectives, and policies is necessary in determining if changes to the Future Land Use Map are appropriate. The proposed amendment appears to be consistent with the following excerpts from the City's *Comprehensive Plan 2010-2030*.

Goal 1 – Community Growth

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

OBJECTIVE 10.1 Land Use:

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

Policy 10.1.1 Adopt, and as necessary, amend the Future Land Use Map in the Comprehensive Plan.

Proposed Zoning Classification: The P-I Public Institutional District is intended to provide for public and institutional uses and buildings, utilized by the community, and to provide open space standards where necessary for the protection of adjacent residential properties. The development standards for the P-I District are listed below:

- 1) **Minimum lot area.** None.
- 2) **Maximum lot coverage.** Seventy percent (70%).
- 3) **Minimum lot width.** None.
- 4) **Minimum front yard.** Twenty (20) feet plus an additional one (1) foot for each two (2) feet that the building or structure exceeds thirty-five (35) feet in height.
- 5) **Minimum rear yard.** Twenty (20) feet plus an additional one (1) foot for each two (2) feet that the building or structure exceeds thirty-five (35) feet in height.
- 6) **Minimum side yard.** Twenty (20) feet plus an additional one (1) foot for each two (2) feet that the building or structure exceeds thirty-five (35) feet in height.
- 7) **Maximum building height.** Sixty (60) feet.

Zoning Ordinance Review Criteria: A rezoning is often triggered by development proposals or changing circumstances in the City. In this case, the request is being made to accommodate construction of a future place of worship for Apostolic Truth Church. A place of worship, including its accessory uses, are permitted uses in the P-I Public Institutional District. Any future development would need to conform to the P-I District zoning regulations listed above and other sections of the Zoning Ordinance. Ultimately, Site Plan review and approval would be required, pursuant to Section 23-570 of the Municipal Code, prior to the issuance of a building permit by the Inspections Division.

Standards for Zoning Map Amendments: Per Section 23-65(d)(3) of the Municipal Code, all recommendations for Official Zoning Map amendments shall be consistent with the adopted plans, goals, and policies of the City and with the intent of the Zoning Ordinance. Related excerpts are listed below.

Future Land Use Map Amendment #2-22 & Rezoning #3-22

May 11, 2022

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- a. Prior to making a recommendation on a proposed rezoning, the Plan Commission shall make a finding to determine if the following conditions exist. No rezoning of land shall be approved prior to finding at least one of the following:
 1. The request for a zone change is in conformance with the Comprehensive Plan for the City of Appleton. *If Future Land Use Map Amendment #2-22 is approved, to identify this area for future public/institutional uses, the rezoning request will be in conformance with the Comprehensive Plan 2010-2030.*
 2. A study submitted by the applicant that indicates that there has been an increase in the demand for land in the requested zoning district, and as a result, the supply of land within the City mapped as such on the Official Zoning Map is inadequate to meet the demands for such development.
 3. Proposed amendments cannot be accommodated by sites already zoned in the City due to lack of transportation, utilities or other development constraints, or the market to be served by the proposed use cannot be effectively served by the location of the existing zoning district(s).
 4. There is an error in the code text or zoning map as enacted.
- b. In addition to the findings required to be made by subsection (a), findings shall be made by the Plan Commission on each of the following matters based on the evidence presented:
 1. The adequacy of public facilities such as transportation, utilities and other required public services to serve the proposed site. *The subject area is served by existing infrastructure, and the transportation network should be able to accommodate the proposed rezoning.*
 2. The effect of the proposed rezoning on surrounding uses. *The proposed rezoning will allow for the construction of a place of worship. Proposed setbacks and parking lot landscape buffers will be reviewed in accordance with the Zoning Code requirements at the time of Site Plan review. Therefore, the proposed rezoning request is unlikely to create adverse impacts in the surrounding neighborhood.*

Review Criteria: Based upon the above analysis, it would appear the criteria established by Section 23-65(d)(3) Zoning Amendments has been satisfied, provided Comprehensive Plan Future Land Use Map Amendment #2-22 is approved.

Technical Review Group (TRG) Report: These items were discussed at the February 1, 2022 Technical Review Group meeting. No negative comments were received from participating departments.

RECOMMENDATION

Based upon the above analysis, staff recommends the proposed City of Appleton *Comprehensive Plan 2010-2030* Future Land Use Map Amendment #2-22 for the property located on N. French Road (Tax Id. #31-1-7400-00) from the One and Two-Family Residential and Multi-Family designations to the Public/Institutional designation and resolution, **BE APPROVED**; and

Future Land Use Map Amendment #2-22 & Rezoning #3-22

May 11, 2022

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Staff recommends, based upon the standards for zoning map amendments as required by Section 23-65(d)(3) of the Zoning Ordinance, that Rezoning Application #3-22 to rezone the subject parcel located on N. French Road (Tax Id. #31-1-7400-00) from R-1A Single-Family District to P-I Public Institutional District, including to the centerline of the adjacent right-of-way and as shown on the attached map, **BE APPROVED**.

NOTE: If approved, Rezoning #3-22 will be reported out at the same Common Council meeting as the proposed Comprehensive Plan Amendment #2-22 to accurately reflect the change in future land use from One and Two-Family Residential and Multi-Family Residential designations to the Public/Institutional designation.

**RESOLUTION
CITY OF APPLETON**

**ADOPTION OF THE RECOMMENDED AMENDMENT TO THE COMPREHENSIVE
PLAN AS PREPARED BY THE CITY OF APPLETON PLAN COMMISSION**

WHEREAS, the Common Council of the City of Appleton pursuant to Section 62.23 of the Wisconsin Statutes, has established a City Plan Commission; and

WHEREAS, on March 3, 2010, the Common Council adopted the City of Appleton Comprehensive Plan to promote public health, safety and welfare of the City by effectively guiding long-range growth and development within the city and its statutory extraterritorial planning jurisdiction; and

WHEREAS, Chapter 12: Implementation, Comprehensive Plan Update Procedures, of the Comprehensive Plan was created in the City of Appleton Code of Ordinances to provide procedures and criteria for amending and updating the City of Appleton Comprehensive Plan; and

WHEREAS, members of the public were invited to make comments at a meeting held on May 11, 2022, by the City Plan Commission, wherein the following Comprehensive Plan amendment (Amendment #2-22) herein adopted were reviewed and commented upon by members of the public; and

WHEREAS, the City of Appleton Plan Commission has reviewed the recommended amendment to the Comprehensive Plan Future Land Use Map at a meeting held on May 11, 2022 and

WHEREAS, the City of Appleton Plan Commission reviewed the following Comprehensive Plan Amendments, found these amendments to meet the criteria outlined in Chapter 12: Implementation, Comprehensive Plan Update Procedures, warranting inclusion in this resolution

1. Having been filed with the City Clerk by the City of Appleton Community and Economic Development Department requesting a Comprehensive Plan Future Land Use Map Amendment to change future land use designations for specified property (Tax Id. #31-1-7400-00) on the Future Land Use Map from (One and Two-Family Residential Use and Multi-Family Residential Use) to (Public/Institutional Use).

WHEREAS, members of the public, adjacent and nearby local governmental units will be given a 30-day review and comment period prior to the public hearing, which will be conducted by the Common Council for the Comprehensive Plan proposed amendment; and

WHEREAS, after said public hearing, the Common Council will decide whether to adopt by ordinance the proposed amendments to the Comprehensive Plan; and

WHEREAS, the Comprehensive Plan may be used as the basis for, among other things, updating the zoning ordinance, accomplishing extra-territorial zoning and as a guide for approving or disapproving actions affecting growth and development within the jurisdiction of the City of Appleton; and

WHEREAS, this Comprehensive Plan may from time to time be amended, extended, or added to in greater detail; and

NOW, THEREFORE, BE IT RESOLVED, by the City of Appleton Plan Commission that the recommended Comprehensive Plan amendments are hereby adopted as a part of the City of Appleton Comprehensive Plan 2010-2030 pursuant to §66.1001(4), Wis. Stats. and that the Plan Commission recommends said Comprehensive Plan amendments to the City of Appleton Common Council for adoption by ordinance, after a 30-day public review and comment period and public hearing.

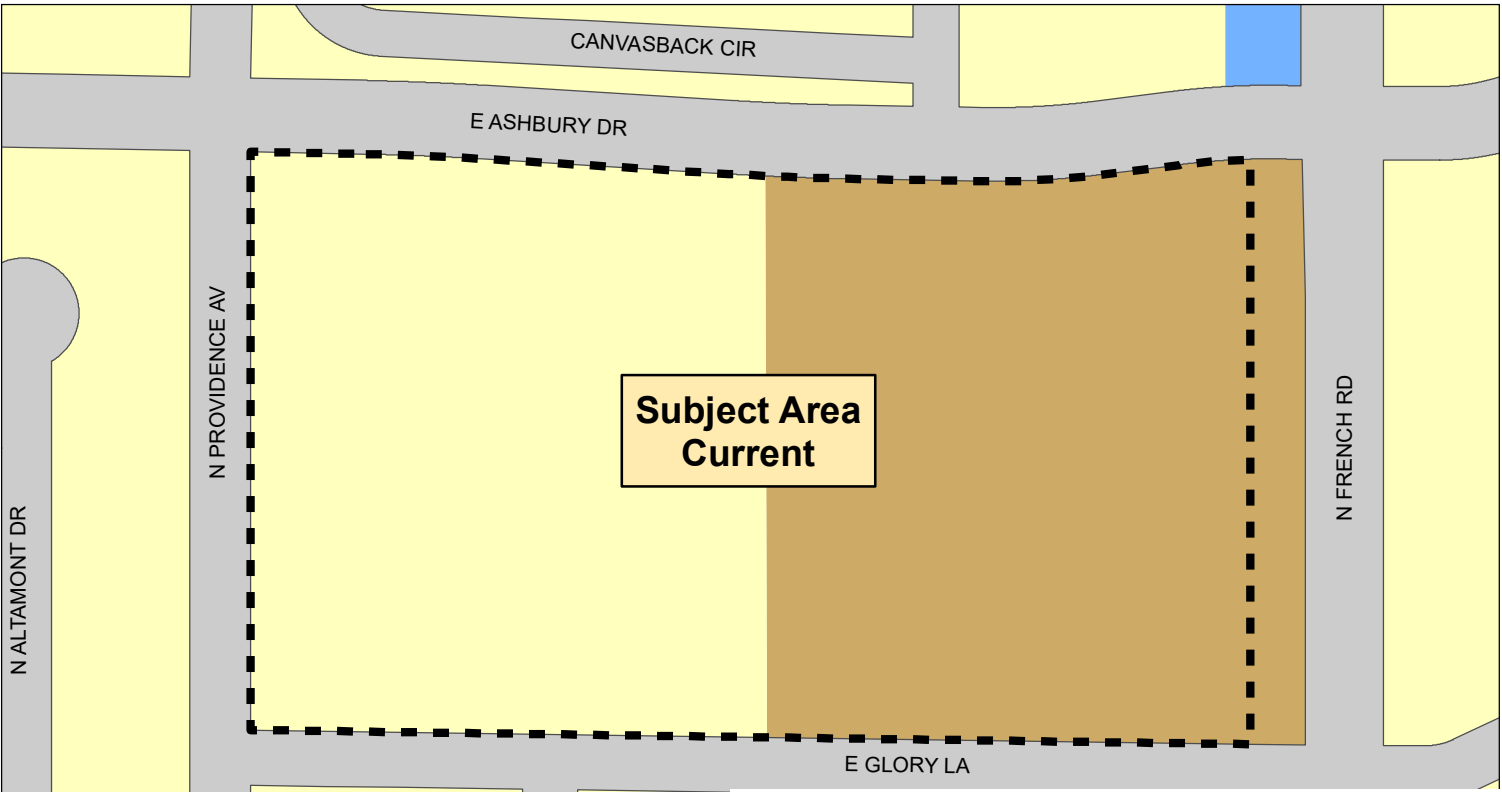
Adopted this _____ day of _____, 2022.

Jacob A. Woodford, Mayor

ATTEST:

Kami Lynch, City Clerk

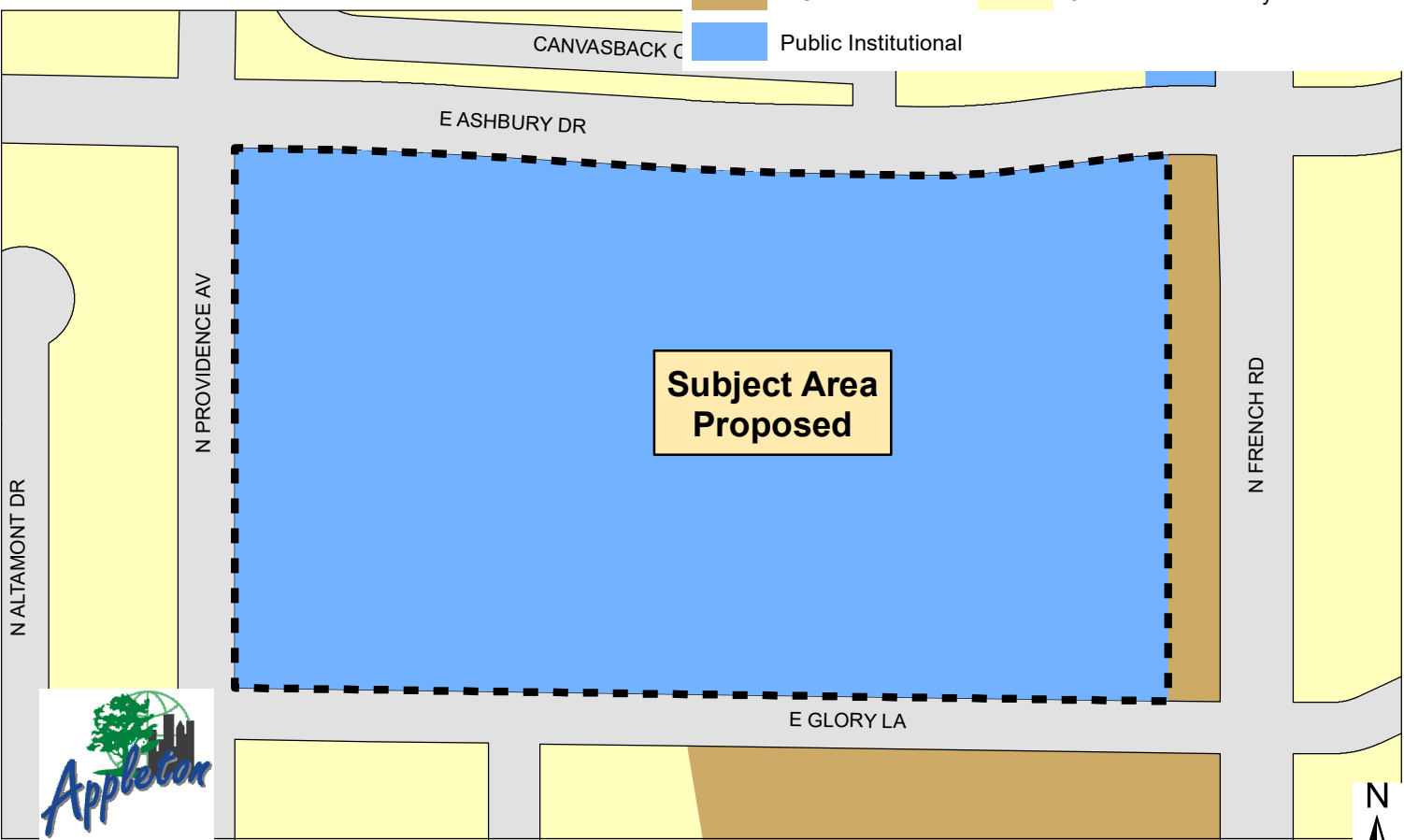
Apostolic Truth Church
Future Land Use Map Amendment
One and Two Family Residential and Multi-Family to Public Institutional



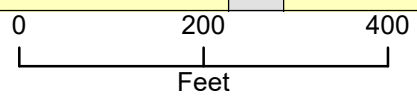
**Subject Area
Current**

Legend

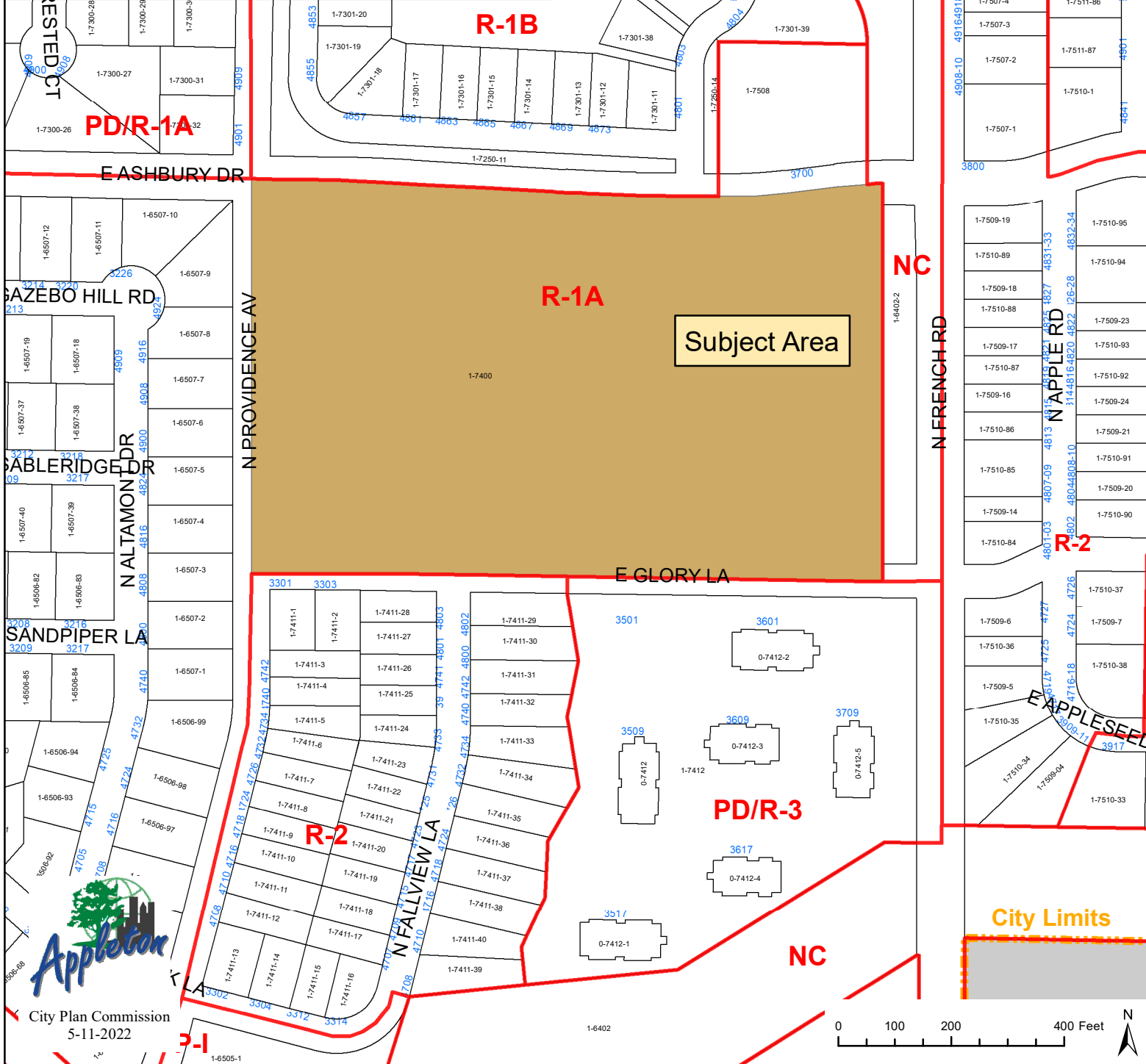
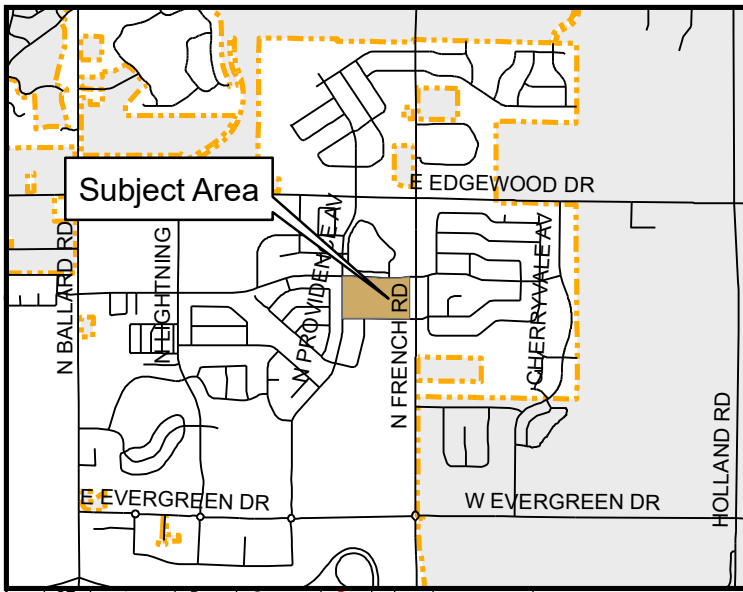
- MULTIFAMILY
- One and Two-Family Residential
- Public Institutional



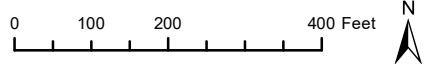
**Subject Area
Proposed**



Apostolic Truth Church Rezoning R-1A Single-Family District to P-I Public Institutional District



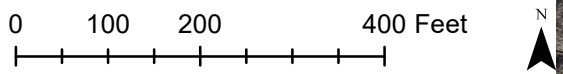
City Plan Commission
5-11-2022



Apostolic Truth Church Rezoning R-1A Single-Family District to P-I Public Institutional District Aerial Map



City Plan Commission
5-11-2022



City Limits

Jessica L. Titel

From: Paula Meyer <meyerpaula84@gmail.com>
Sent: Sunday, May 8, 2022 4:45 PM
To: Jessica L. Titel
Cc: Sheri Hartzheim
Subject: Public Hearing on May 11

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Hello, Jessica and Sheri.

I am not sure who to email based on the notice we received in the mail regarding the Comprehensive Plan Future Land Use Map Amendment and Rezoning requests.

My husband and I have no concerns about the requests by Apostolic Truth Church and look forward to having them in the neighborhood.

If I need to send this email to another person, please let me know.

Thank you!

Paula and Greg Meyer
3226 E Gazebohill Road
Appleton

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

We're excited to be
YOUR NEIGHBOR




APOSTOLIC
TRUTH *Church*



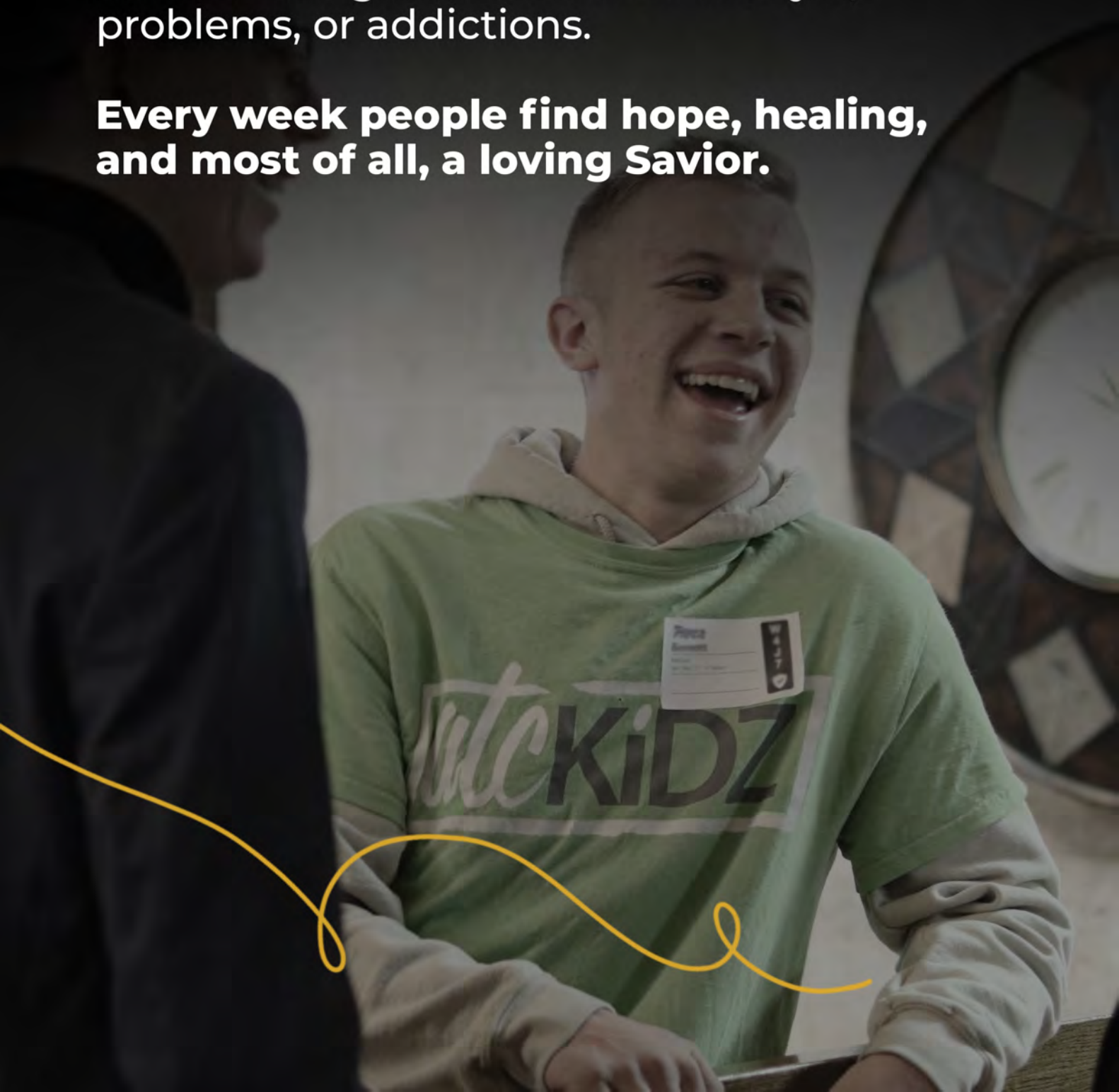
In 1993, Apostolic Truth Church (ATC) purchased a parcel of land located on French Road. ATC's founding pastor, Michael J. Schmalz, was privileged to name the new road adjacent to the property Glory Lane. After approximately twenty-nine years, the ATC congregation is ready to transform the acreage into a beautiful campus that will be complementary to the attractive neighborhoods in the surrounding area.

We are providing this booklet to our future neighbors to give you insight into ATC, our plans for the Glory Lane property, and to provide opportunities to ask questions. We have designed our new church home with you in mind. Of course, if you are searching for a church family, we would love for you to consider ATC. Regardless of your church affiliation, please know that we have designed spaces throughout the building which will be available for all our neighbors.



ATC is a vibrant, multigenerational Christian community, known for dynamic worship services and transformational teaching. ATC is a place where people are welcomed and loved regardless of their lifestyle, problems, or addictions.

Every week people find hope, healing, and most of all, a loving Savior.



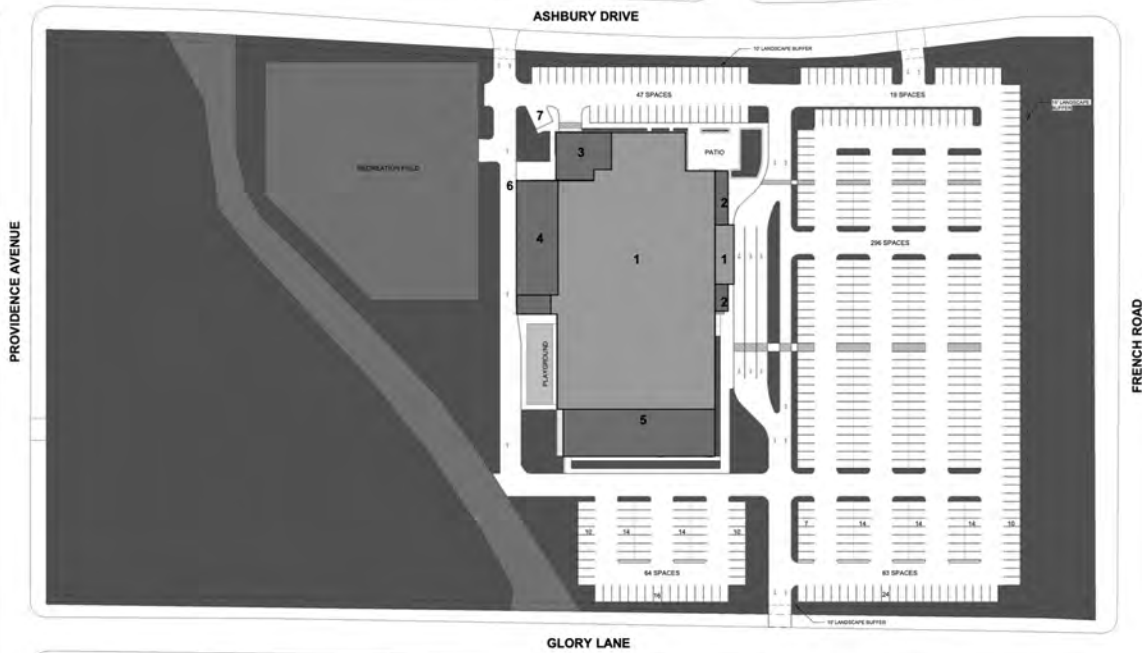


Our Mission

Our mission is that everyone who joins the ATC journey will come to

- **KNOW** Jesus Christ personally
- **GROW** in Jesus Christ actively
- **SHOW** the love of Jesus Christ relentlessly

We have a **KNOW, GROW, SHOW** discipleship path for children, teens, and every adult who walks into our building.



What are we building?

ATC plans to build a state-of-the-art church facility. Every age demographic from infants to seniors has been given consideration and will be provided space for worship and fellowship. Our new church home is intended to be used not only by our congregation, but also by our neighbors and our community.





We've thought about *You!*

We want our new facility to become a hub for our neighborhood. Here are a few spaces designed with you in mind:

Atrium: Our Wi-Fi outfitted atrium will be a place for you to grab a cup of coffee and sit in one of our comfortable spaces to read, study, catch up on work, or meet a friend or client.

Community Room: We have an 1,100 square foot room outfitted with counter space and a refrigerator perfect for a birthday party, graduation party, or community meeting.

Indoor Child Play Area: Sometimes our kids need a place to play, especially in the winter. We will have designated hours for children to be able burn off some energy in a fabulous kid-friendly area.

Café: Did somebody say coffee?





FAQs

WHEN WILL CONSTRUCTION BEGIN?

We would like to begin construction in the summer/fall of 2022 or in the spring of 2023. We intend to keep you updated about our timeline.

WHEN WILL CONSTRUCTION BE COMPLETED?

We get this question a lot from our own church family. Because of the many intangibles involved with construction, we cannot say for certain; our goal would be 12 to 15 months from beginning to end.

WILL THERE BE TRAFFIC PROBLEMS?

There will be a few times during the week (Sundays at 10:00 AM, Wednesdays at 7:00 PM) when there will be a higher volume of traffic flow in the area. Our current plan has entrances on Glory Lane and Ashbury Drive, closer to French Road. The two entrances will distribute the flow of traffic primarily to French Road and not through the adjoining neighborhoods. Traffic will be minimal for most of the week.

WILL PARKING LOT LIGHTS BE PROBLEMATIC?

We intend to invest in a parking lot light system designed to minimize light spill. We will also incorporate landscape buffers as needed.

WHERE DO I ADDRESS ANY OTHER CONCERNS?

We'd love to hear from you! If you have any questions, comments, or concerns during our construction phase, feel free to email construction@atchurch.org, or call our front office at (920) 738-7800.



Our Ministries

ATC provides a full portfolio of ministries for all ages and life stages.

Children's Programs
Youth Services and Events
Young Adult Ministry
Singles Ministry
Men's Ministry
Women's Ministry
Seniors Ministry
Addiction Support Groups
Storehouse Food Pantry
Interest-Based Life Groups



A PLACE TO

Belong

ATCHURCH.ORG

For more information or questions:

Senior Pastor Aaron Soto

Apostolic Truth Church

2720 Kesting Court

Appleton, WI 54911

Phone: (920) 738-7800

Email: secretary@atchurch.org

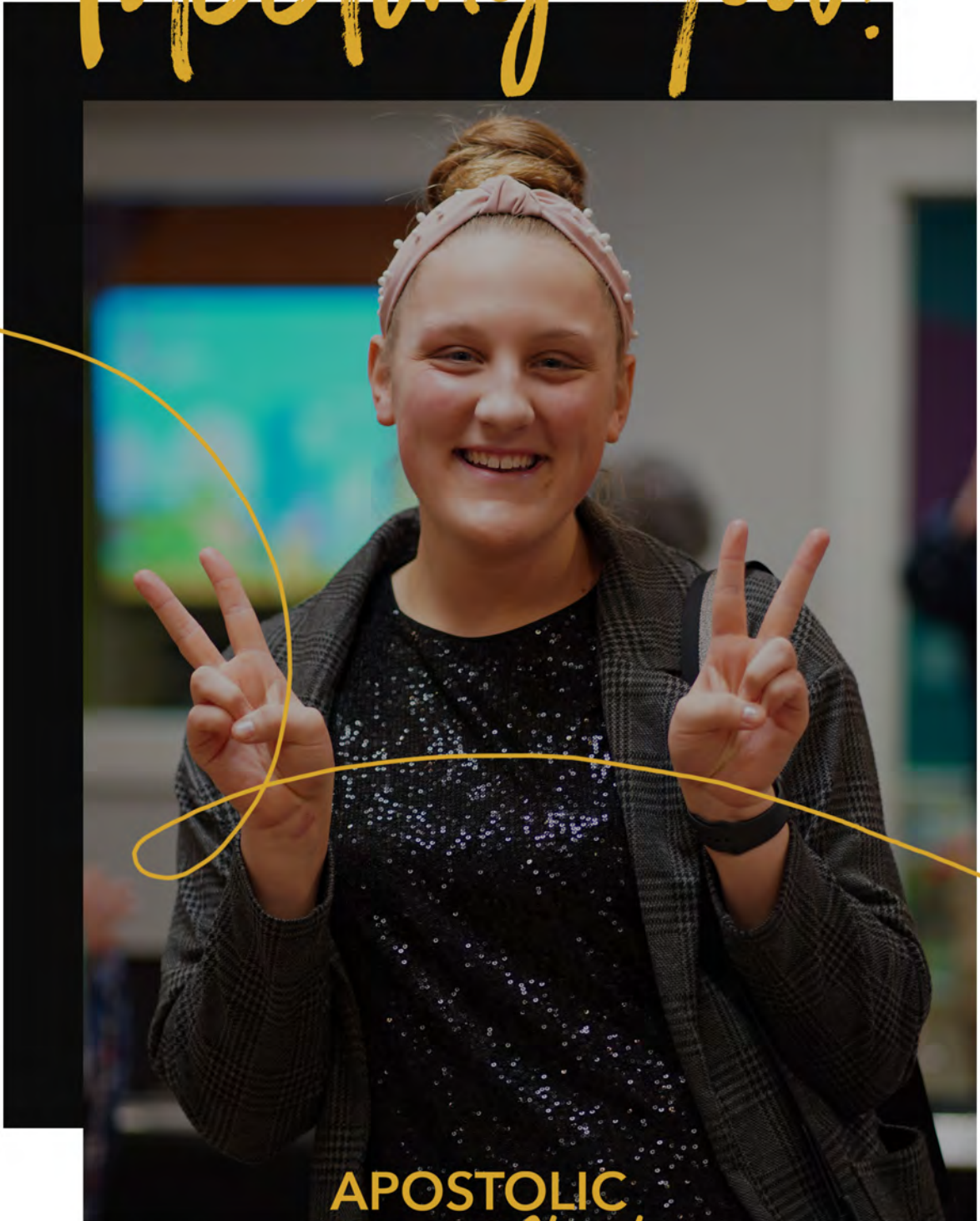
Website: atchurch.org

APOSTOLIC TRUTH CHURCH | KNOW GROW SHOW



WE LOOK FORWARD TO

Meeting You!



APOSTOLIC
TRUTH *Church*



REPORT TO CITY PLAN COMMISSION

Plan Commission Public Hearing Meeting Date: May 11, 2022

Common Council Public Hearing Meeting Date: June 15, 2022 (Public Hearing on Comprehensive Plan Amendment and Rezoning)

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Case Managers: Jessica Titel, Principal Planner

GENERAL INFORMATION

Owner/Applicant: Apostolic Truth Church c/o Sam Al-Saadi

Lot/Parcel: N. French Road (Tax Id #31-1-7400-00)

Petitioner's Request: The applicant is requesting to amend the City's Comprehensive Plan 2010-2030 Future Land Use Map from future One and Two-Family Residential and Multi-Family designations to future Public Institutional designation for the subject parcel. In conjunction with this request, the applicant is also proposing to rezone the subject parcel from R-1A Single-Family District to P-I Public Institutional District. The requests are being made to accommodate construction of a place of worship.

BACKGROUND

The subject area was purchased by the church in 1993 with the intent of using the property for its future place of worship. The rezoning and comprehensive plan amendment would provide a future land use designation that is consistent with the proposed rezoning request and future use of the property.

On March 15, 2017, the Common Council approved/adopted the 5-year update to the *Comprehensive Plan 2010-2030* and Future Land Use Map. This plan establishes a vision for future land use, physical development, and quality of life in the City and provides a comprehensive set of goals, policies, and initiatives to achieve that vision. The Comprehensive Plan document and the accompanying Future Land Use Map also serve as a guide for future growth and development in the City. Periodically, development proposals or changing circumstances within the City may trigger consideration of an amendment to the *Comprehensive Plan 2010-2030*. That is the case for this request.

STAFF ANALYSIS

Procedural Findings: When a *Comprehensive Plan 2010-2030* Future Land Use Map Amendment and Rezoning application are required for the same development project, the respective staff reports are consolidated together as one.

Existing Site Conditions: The subject site is currently undeveloped land. The parcel is approximately 15.37 acres in size. The property has frontage along East Glory Lane, North Providence Avenue and East Ashbury Drive. The City's Arterial/Collector Plan classifies East Ashbury Drive and North Providence Drive as Collector Streets and East Glory Lane as a Local Street.

Surrounding Zoning Classification, Future Land Use Designation, and Current Land Uses:

North: Zoning – R-1A & R-1B Single-Family District
Future Land Use Designation – One and Two-Family Residential
Current Land Use – Single-Family Residential

South: Zoning – R-2 Two -Family District & PD/R-3 Planned Development Multi-Family District
Future Land Use Designation – One and Two-Family Residential and Multi-Family Residential
Current Land Use – Two-Family Residential and Multi-Family Residential

East: Zoning – NC Nature Conservancy District
Future Land Use Designation – Multi-Family Residential
Current Land Use – City of Appleton owned drainage ditch.

West: Zoning – R-1A Single-Family District
Future Land Use Designation – One and Two-Family Residential
Current Land Use – Single-Family Residential

Proposed Future Land Use Designation: Amendments to the Comprehensive Plan are sometimes triggered by technical corrections to omissions or errors, specific development proposals, or changing circumstances in the City. In this case, a specific development proposal for the area is necessitating the change to Public/Institutional designation.

The *Comprehensive Plan 2010-2030* does not identify specific locations for future public/institutional uses. However, Chapter 10 states that while public or institutional uses may be located on land designated for any use, certain criteria should guide site selection. At a minimum, the City should consider:

- Compatibility with existing or planned land uses in the area. *The proposed use of the property as a place of worship is consistent with the Public/Institutional Future Land Use designation.*
- Traffic or other impacts and the need for utilities. *The subject area is served by existing infrastructure, and the proposed Public/Institutional designation should not have a significant impact on traffic.*
- Scale of the proposed use (buildings, etc.) in comparison to existing or planned neighboring uses. *The Future Land Use Map Amendment request is being made to accommodate a potential future place of worship. Plans have not been provided at this point; however, any development will need to adhere to zoning code requirements in regards to setbacks, lot coverage and landscape buffering.*
- Whether the proposed location may be better suited to other uses (such as commercial or employment-related) that may be needed to serve the neighborhood or provide a proportionally greater benefit to the community as a whole. *The Future Land Use Map Amendment request is being made to serve the needs of a place of worship that will serve the surrounding neighborhood and community, Apostolic Truth Church.*

Comprehensive Plan 2010-2030 Goals and Objectives: The *Comprehensive Plan 2010-2030* and Future Land Use Map are intended to guide City growth and development in an organized, efficient manner. The Plan addresses a range of topics related to land use, housing and neighborhoods, economic

Future Land Use Map Amendment #2-22 & Rezoning #3-22

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development, transportation, utilities and community facilities, and more. Evaluating the proposed amendment for consistency with relevant goals, objectives, and policies is necessary in determining if changes to the Future Land Use Map are appropriate. The proposed amendment appears to be consistent with the following excerpts from the City's *Comprehensive Plan 2010-2030*.

Goal 1 – Community Growth

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

OBJECTIVE 10.1 Land Use:

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

Policy 10.1.1 Adopt, and as necessary, amend the Future Land Use Map in the Comprehensive Plan.

Proposed Zoning Classification: The P-I Public Institutional District is intended to provide for public and institutional uses and buildings, utilized by the community, and to provide open space standards where necessary for the protection of adjacent residential properties. The development standards for the P-I District are listed below:

- 1) **Minimum lot area.** None.
- 2) **Maximum lot coverage.** Seventy percent (70%).
- 3) **Minimum lot width.** None.
- 4) **Minimum front yard.** Twenty (20) feet plus an additional one (1) foot for each two (2) feet that the building or structure exceeds thirty-five (35) feet in height.
- 5) **Minimum rear yard.** Twenty (20) feet plus an additional one (1) foot for each two (2) feet that the building or structure exceeds thirty-five (35) feet in height.
- 6) **Minimum side yard.** Twenty (20) feet plus an additional one (1) foot for each two (2) feet that the building or structure exceeds thirty-five (35) feet in height.
- 7) **Maximum building height.** Sixty (60) feet.

Zoning Ordinance Review Criteria: A rezoning is often triggered by development proposals or changing circumstances in the City. In this case, the request is being made to accommodate construction of a future place of worship for Apostolic Truth Church. A place of worship, including its accessory uses, are permitted uses in the P-I Public Institutional District. Any future development would need to conform to the P-I District zoning regulations listed above and other sections of the Zoning Ordinance. Ultimately, Site Plan review and approval would be required, pursuant to Section 23-570 of the Municipal Code, prior to the issuance of a building permit by the Inspections Division.

Standards for Zoning Map Amendments: Per Section 23-65(d)(3) of the Municipal Code, all recommendations for Official Zoning Map amendments shall be consistent with the adopted plans, goals, and policies of the City and with the intent of the Zoning Ordinance. Related excerpts are listed below.

Future Land Use Map Amendment #2-22 & Rezoning #3-22

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- a. Prior to making a recommendation on a proposed rezoning, the Plan Commission shall make a finding to determine if the following conditions exist. No rezoning of land shall be approved prior to finding at least one of the following:
 1. The request for a zone change is in conformance with the Comprehensive Plan for the City of Appleton. *If Future Land Use Map Amendment #2-22 is approved, to identify this area for future public/institutional uses, the rezoning request will be in conformance with the Comprehensive Plan 2010-2030.*
 2. A study submitted by the applicant that indicates that there has been an increase in the demand for land in the requested zoning district, and as a result, the supply of land within the City mapped as such on the Official Zoning Map is inadequate to meet the demands for such development.
 3. Proposed amendments cannot be accommodated by sites already zoned in the City due to lack of transportation, utilities or other development constraints, or the market to be served by the proposed use cannot be effectively served by the location of the existing zoning district(s).
 4. There is an error in the code text or zoning map as enacted.
- b. In addition to the findings required to be made by subsection (a), findings shall be made by the Plan Commission on each of the following matters based on the evidence presented:
 1. The adequacy of public facilities such as transportation, utilities and other required public services to serve the proposed site. *The subject area is served by existing infrastructure, and the transportation network should be able to accommodate the proposed rezoning.*
 2. The effect of the proposed rezoning on surrounding uses. *The proposed rezoning will allow for the construction of a place of worship. Proposed setbacks and parking lot landscape buffers will be reviewed in accordance with the Zoning Code requirements at the time of Site Plan review. Therefore, the proposed rezoning request is unlikely to create adverse impacts in the surrounding neighborhood.*

Review Criteria: Based upon the above analysis, it would appear the criteria established by Section 23-65(d)(3) Zoning Amendments has been satisfied, provided Comprehensive Plan Future Land Use Map Amendment #2-22 is approved.

Technical Review Group (TRG) Report: These items were discussed at the February 1, 2022 Technical Review Group meeting. No negative comments were received from participating departments.

RECOMMENDATION

Based upon the above analysis, staff recommends the proposed City of Appleton *Comprehensive Plan 2010-2030* Future Land Use Map Amendment #2-22 for the property located on N. French Road (Tax Id. #31-1-7400-00) from the One and Two-Family Residential and Multi-Family designations to the Public/Institutional designation and resolution, **BE APPROVED**; and

Future Land Use Map Amendment #2-22 & Rezoning #3-22

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Staff recommends, based upon the standards for zoning map amendments as required by Section 23-65(d)(3) of the Zoning Ordinance, that Rezoning Application #3-22 to rezone the subject parcel located on N. French Road (Tax Id. #31-1-7400-00) from R-1A Single-Family District to P-I Public Institutional District, including to the centerline of the adjacent right-of-way and as shown on the attached map, **BE APPROVED**.

NOTE: If approved, Rezoning #3-22 will be reported out at the same Common Council meeting as the proposed Comprehensive Plan Amendment #2-22 to accurately reflect the change in future land use from One and Two-Family Residential and Multi-Family Residential designations to the Public/Institutional designation.

**RESOLUTION
CITY OF APPLETON**

**ADOPTION OF THE RECOMMENDED AMENDMENT TO THE COMPREHENSIVE
PLAN AS PREPARED BY THE CITY OF APPLETON PLAN COMMISSION**

WHEREAS, the Common Council of the City of Appleton pursuant to Section 62.23 of the Wisconsin Statutes, has established a City Plan Commission; and

WHEREAS, on March 3, 2010, the Common Council adopted the City of Appleton Comprehensive Plan to promote public health, safety and welfare of the City by effectively guiding long-range growth and development within the city and its statutory extraterritorial planning jurisdiction; and

WHEREAS, Chapter 12: Implementation, Comprehensive Plan Update Procedures, of the Comprehensive Plan was created in the City of Appleton Code of Ordinances to provide procedures and criteria for amending and updating the City of Appleton Comprehensive Plan; and

WHEREAS, members of the public were invited to make comments at a meeting held on May 11, 2022, by the City Plan Commission, wherein the following Comprehensive Plan amendment (Amendment #2-22) herein adopted were reviewed and commented upon by members of the public; and

WHEREAS, the City of Appleton Plan Commission has reviewed the recommended amendment to the Comprehensive Plan Future Land Use Map at a meeting held on May 11, 2022 and

WHEREAS, the City of Appleton Plan Commission reviewed the following Comprehensive Plan Amendments, found these amendments to meet the criteria outlined in Chapter 12: Implementation, Comprehensive Plan Update Procedures, warranting inclusion in this resolution

1. Having been filed with the City Clerk by the City of Appleton Community and Economic Development Department requesting a Comprehensive Plan Future Land Use Map Amendment to change future land use designations for specified property (Tax Id. #31-1-7400-00) on the Future Land Use Map from (One and Two-Family Residential Use and Multi-Family Residential Use) to (Public/Institutional Use).

WHEREAS, members of the public, adjacent and nearby local governmental units will be given a 30-day review and comment period prior to the public hearing, which will be conducted by the Common Council for the Comprehensive Plan proposed amendment; and

WHEREAS, after said public hearing, the Common Council will decide whether to adopt by ordinance the proposed amendments to the Comprehensive Plan; and

WHEREAS, the Comprehensive Plan may be used as the basis for, among other things, updating the zoning ordinance, accomplishing extra-territorial zoning and as a guide for approving or disapproving actions affecting growth and development within the jurisdiction of the City of Appleton; and

WHEREAS, this Comprehensive Plan may from time to time be amended, extended, or added to in greater detail; and

NOW, THEREFORE, BE IT RESOLVED, by the City of Appleton Plan Commission that the recommended Comprehensive Plan amendments are hereby adopted as a part of the City of Appleton Comprehensive Plan 2010-2030 pursuant to §66.1001(4), Wis. Stats. and that the Plan Commission recommends said Comprehensive Plan amendments to the City of Appleton Common Council for adoption by ordinance, after a 30-day public review and comment period and public hearing.

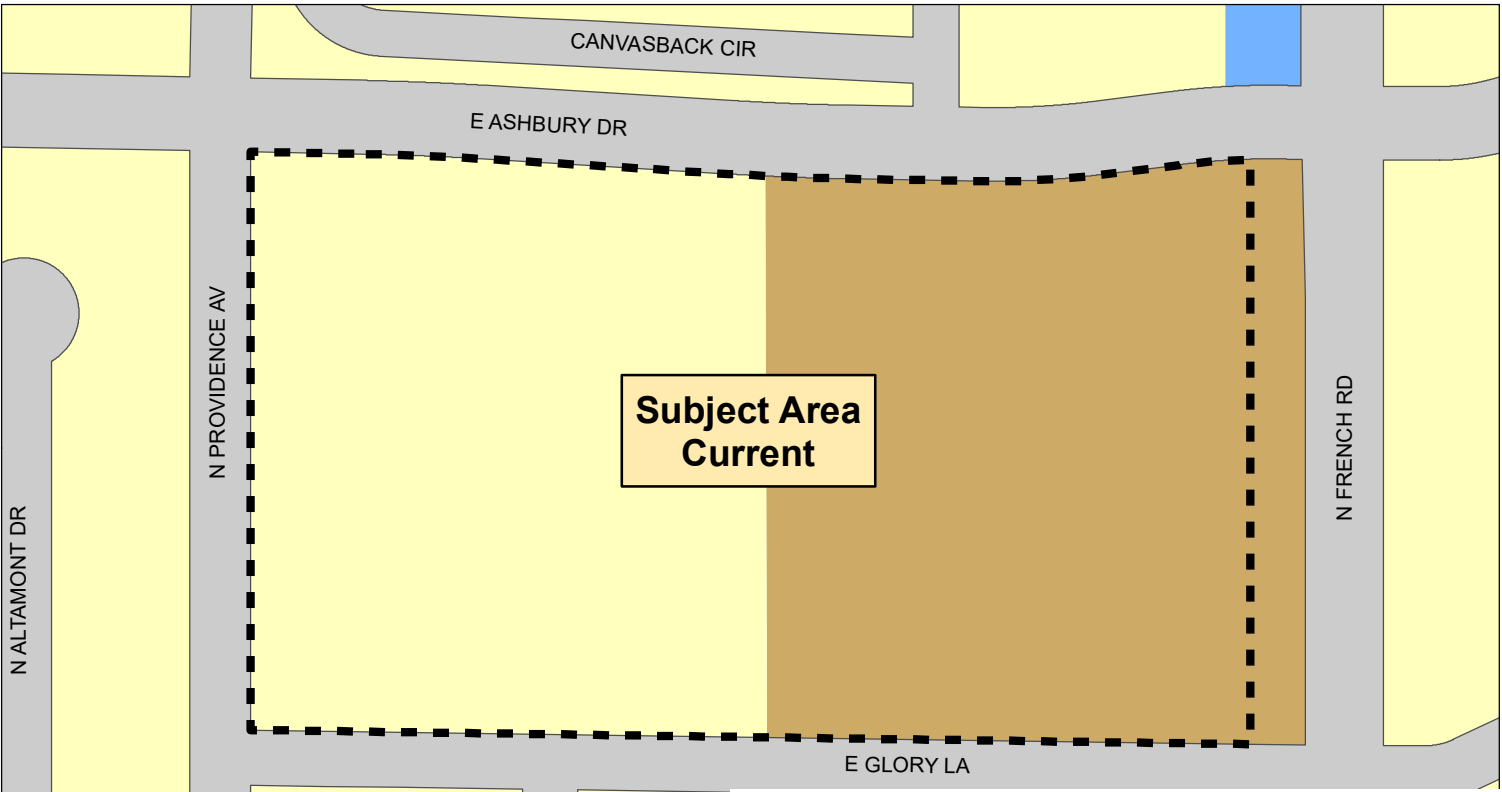
Adopted this _____ day of _____, 2022.

Jacob A. Woodford, Mayor

ATTEST:

Kami Lynch, City Clerk

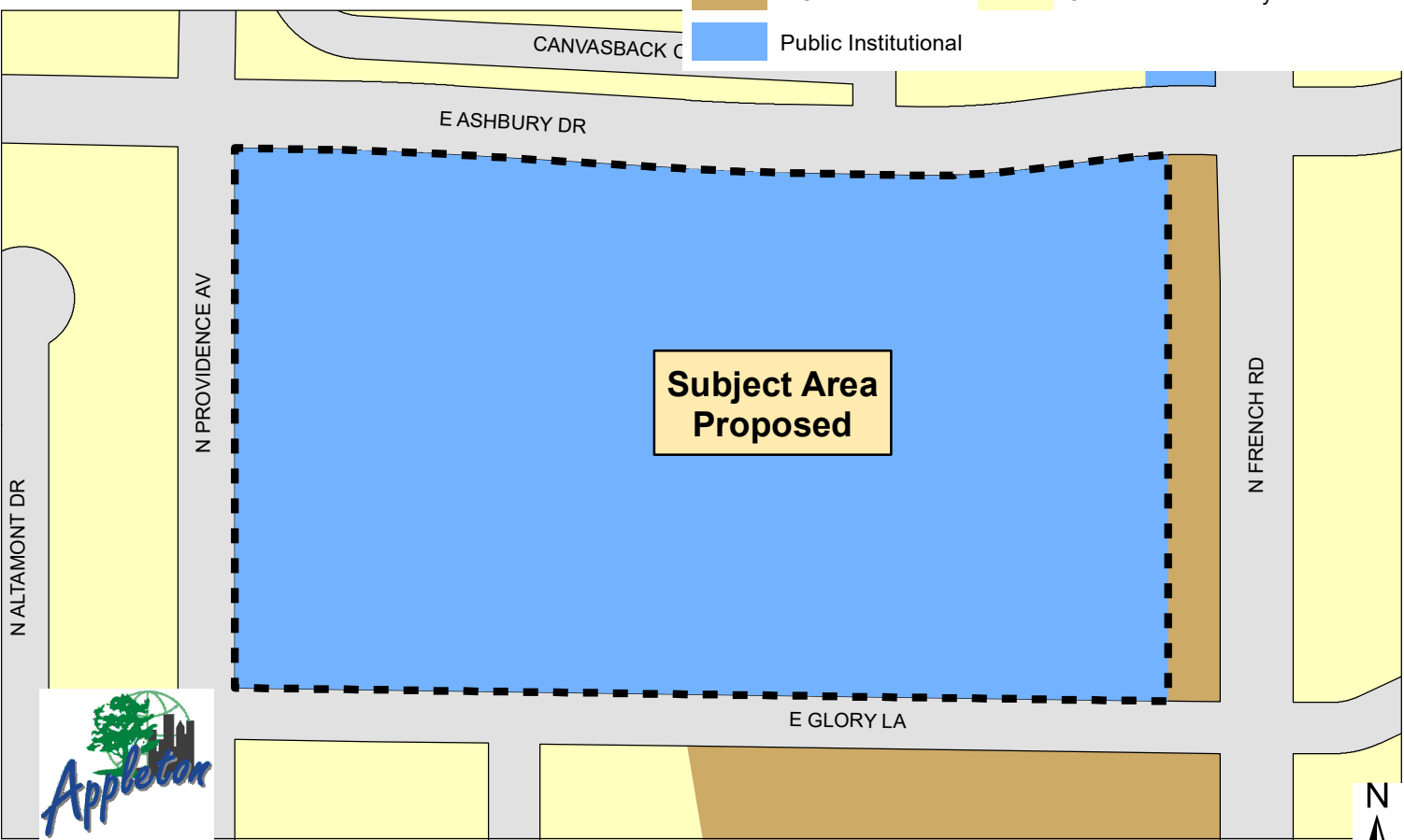
Apostolic Truth Church
Future Land Use Map Amendment
One and Two Family Residential and Multi-Family to Public Institutional



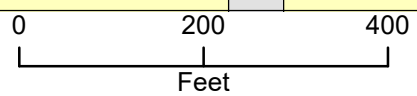
**Subject Area
Current**

Legend

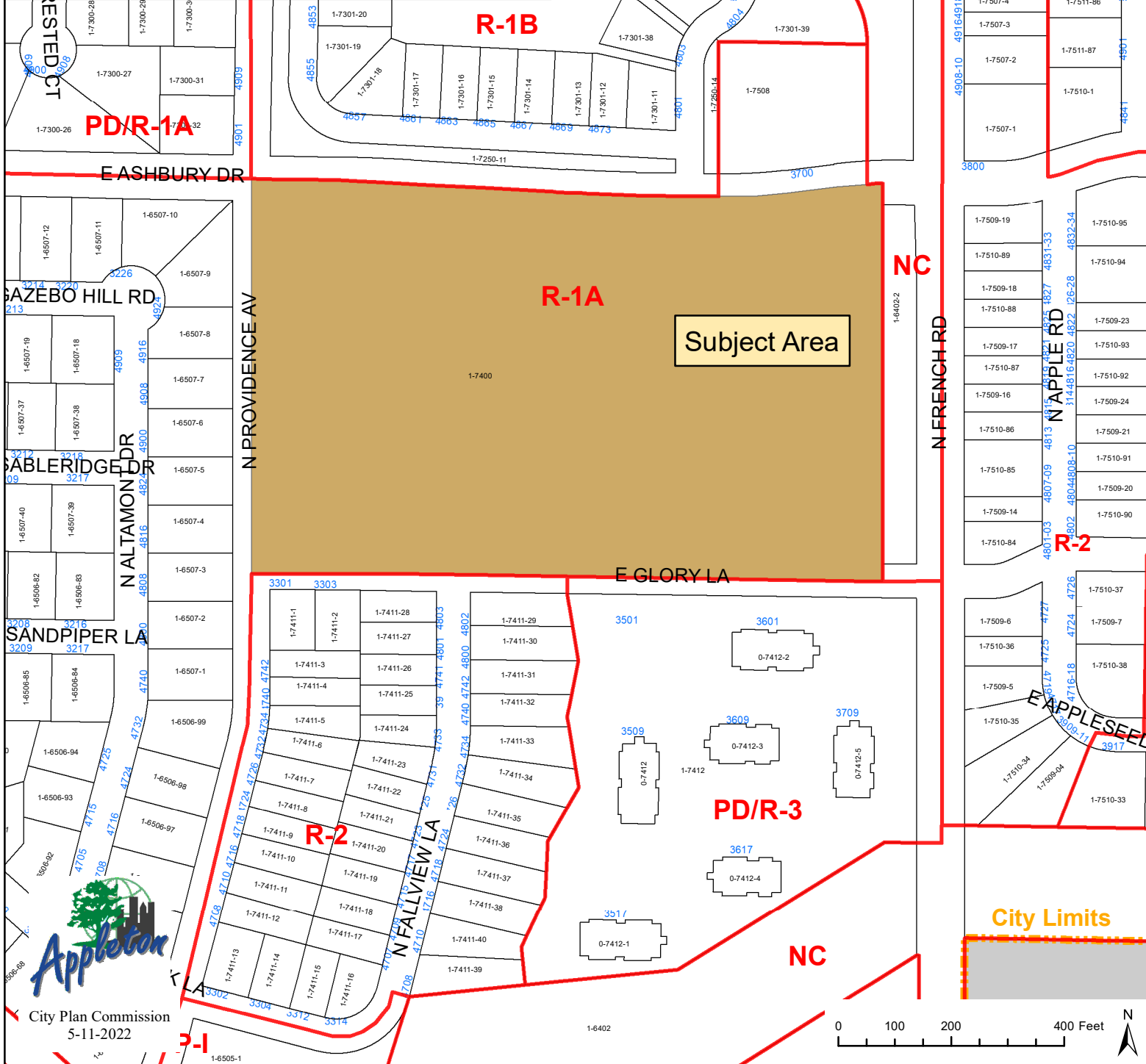
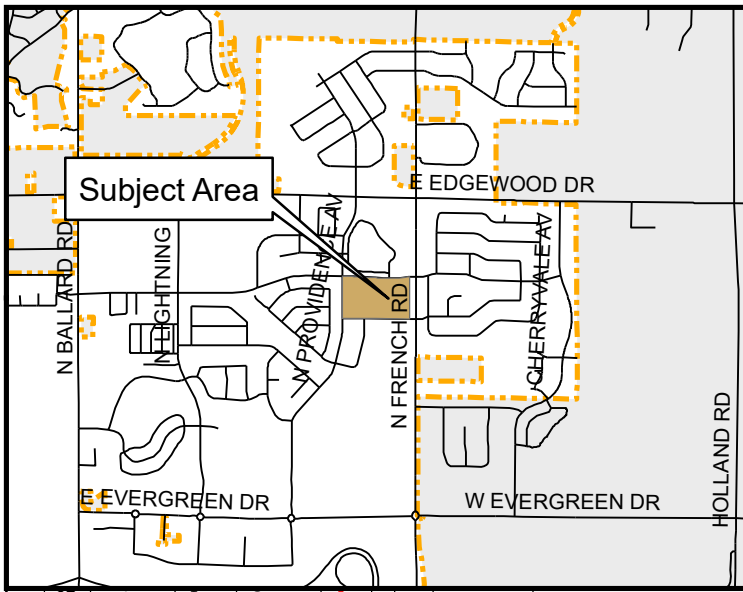
- MULTIFAMILY
- One and Two-Family Residential
- Public Institutional



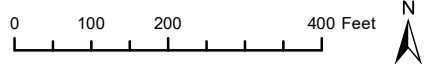
**Subject Area
Proposed**



Apostolic Truth Church Rezoning R-1A Single-Family District to P-I Public Institutional District



City Plan Commission
5-11-2022



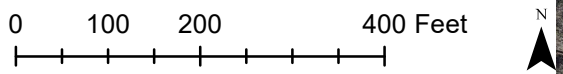
Apostolic Truth Church Rezoning R-1A Single-Family District to P-I Public Institutional District Aerial Map



Subject Area



City Plan Commission
5-11-2022



City Limits

Jessica L. Titel

From: Paula Meyer <meyerpaula84@gmail.com>
Sent: Sunday, May 8, 2022 4:45 PM
To: Jessica L. Titel
Cc: Sheri Hartzheim
Subject: Public Hearing on May 11

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Hello, Jessica and Sheri.

I am not sure who to email based on the notice we received in the mail regarding the Comprehensive Plan Future Land Use Map Amendment and Rezoning requests.

My husband and I have no concerns about the requests by Apostolic Truth Church and look forward to having them in the neighborhood.

If I need to send this email to another person, please let me know.

Thank you!

Paula and Greg Meyer
3226 E Gazebohill Road
Appleton

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

We're excited to be
YOUR NEIGHBOR




APOSTOLIC
TRUTH *Church*



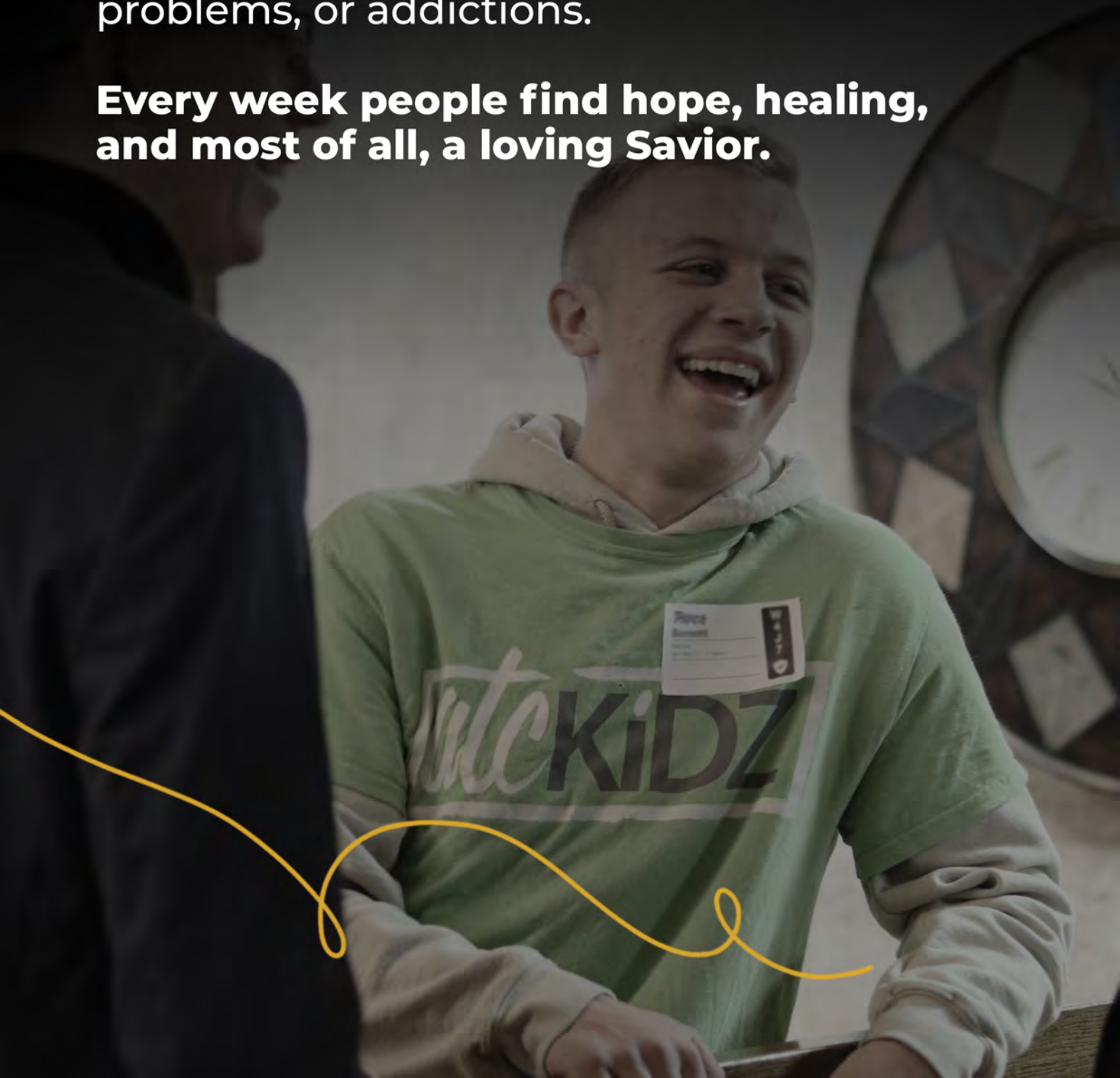
In 1993, Apostolic Truth Church (ATC) purchased a parcel of land located on French Road. ATC's founding pastor, Michael J. Schmalz, was privileged to name the new road adjacent to the property Glory Lane. After approximately twenty-nine years, the ATC congregation is ready to transform the acreage into a beautiful campus that will be complementary to the attractive neighborhoods in the surrounding area.

We are providing this booklet to our future neighbors to give you insight into ATC, our plans for the Glory Lane property, and to provide opportunities to ask questions. We have designed our new church home with you in mind. Of course, if you are searching for a church family, we would love for you to consider ATC. Regardless of your church affiliation, please know that we have designed spaces throughout the building which will be available for all our neighbors.



ATC is a vibrant, multigenerational Christian community, known for dynamic worship services and transformational teaching. ATC is a place where people are welcomed and loved regardless of their lifestyle, problems, or addictions.

Every week people find hope, healing, and most of all, a loving Savior.



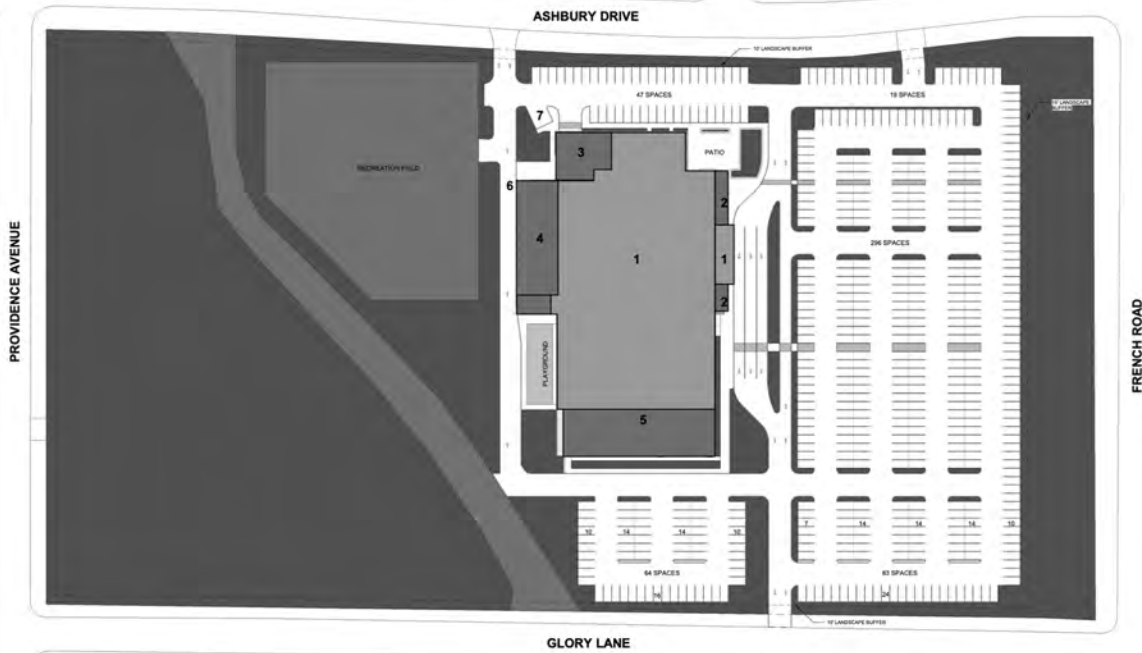


Our Mission

Our mission is that everyone who joins the ATC journey will come to

- **KNOW** Jesus Christ personally
- **GROW** in Jesus Christ actively
- **SHOW** the love of Jesus Christ relentlessly

We have a **KNOW, GROW, SHOW** discipleship path for children, teens, and every adult who walks into our building.



What are we building?

ATC plans to build a state-of-the-art church facility. Every age demographic from infants to seniors has been given consideration and will be provided space for worship and fellowship. Our new church home is intended to be used not only by our congregation, but also by our neighbors and our community.





We've thought about *You!*

We want our new facility to become a hub for our neighborhood. Here are a few spaces designed with you in mind:

Atrium: Our Wi-Fi outfitted atrium will be a place for you to grab a cup of coffee and sit in one of our comfortable spaces to read, study, catch up on work, or meet a friend or client.

Community Room: We have an 1,100 square foot room outfitted with counter space and a refrigerator perfect for a birthday party, graduation party, or community meeting.

Indoor Child Play Area: Sometimes our kids need a place to play, especially in the winter. We will have designated hours for children to be able burn off some energy in a fabulous kid-friendly area.

Café: Did somebody say coffee?





FAQs

WHEN WILL CONSTRUCTION BEGIN?

We would like to begin construction in the summer/fall of 2022 or in the spring of 2023. We intend to keep you updated about our timeline.

WHEN WILL CONSTRUCTION BE COMPLETED?

We get this question a lot from our own church family. Because of the many intangibles involved with construction, we cannot say for certain; our goal would be 12 to 15 months from beginning to end.

WILL THERE BE TRAFFIC PROBLEMS?


There will be a few times during the week (Sundays at 10:00 AM, Wednesdays at 7:00 PM) when there will be a higher volume of traffic flow in the area. Our current plan has entrances on Glory Lane and Ashbury Drive, closer to French Road. The two entrances will distribute the flow of traffic primarily to French Road and not through the adjoining neighborhoods. Traffic will be minimal for most of the week.

WILL PARKING LOT LIGHTS BE PROBLEMATIC?

We intend to invest in a parking lot light system designed to minimize light spill. We will also incorporate landscape buffers as needed.

WHERE DO I ADDRESS ANY OTHER CONCERNS?

We'd love to hear from you! If you have any questions, comments, or concerns during our construction phase, feel free to email construction@atchurch.org, or call our front office at (920) 738-7800.



Our Ministries

ATC provides a full portfolio of ministries for all ages and life stages.

Children's Programs
Youth Services and Events
Young Adult Ministry
Singles Ministry
Men's Ministry
Women's Ministry
Seniors Ministry
Addiction Support Groups
Storehouse Food Pantry
Interest-Based Life Groups



A PLACE TO

Belong

ATCHURCH.ORG

For more information or questions:

Senior Pastor Aaron Soto

Apostolic Truth Church

2720 Kesting Court

Appleton, WI 54911

Phone: (920) 738-7800

Email: secretary@atchurch.org

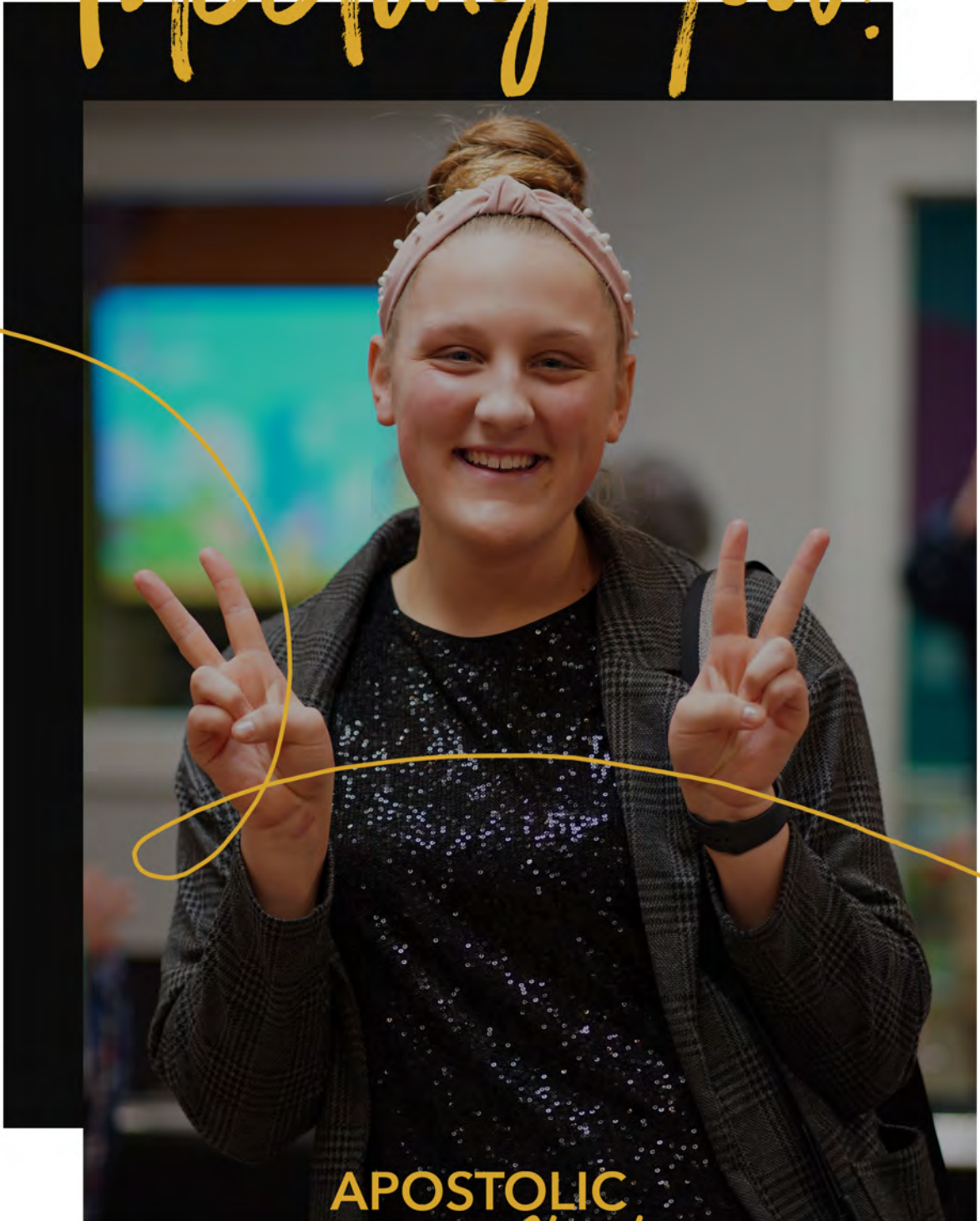
Website: atchurch.org

APOSTOLIC TRUTH CHURCH | KNOW GROW SHOW



WE LOOK FORWARD TO

Meeting You!



APOSTOLIC
TRUTH *Church*



REPORT TO CITY PLAN COMMISSION

Plan Commission Public Hearing Date: June 8, 2022

Common Council Meeting Date: June 15, 2022

Item: Special Use Permit #6-22 for a car wash

Case Manager: Jessica Titel, Principal Planner

GENERAL INFORMATION

Owner: Menard, Inc.

Applicant: Tracey Erickson – Erickson Enterprises, LLC

Address/Parcel #: 3200 E. Express Court (Tax Id #31-4-5568-00)

Petitioner's Request: The applicant is requesting a Special Use Permit for a car wash and self-serve dog wash.

BACKGROUND

The subject parcel is currently vacant and is approximately 3.6 acres in size. The applicant has filed an application for a Certified Survey Map to split the existing parcel into two lots (File #14-22). The car wash will be located on Lot 2 of the proposed Certified Survey Map. Lot 2 will be 78,408 square feet in size.

On November 15, 2017, the Common Council approved an Official Map Amendment to remove lands previously identified for future stormwater pond on the subject parcel.

On July 20, 2011, Common Council adopted Ordinance 153-11, which amended the City's Official Map to officially map land area for a future stormwater pond generally located at the northeast corner of Kensington Drive and Express Court. This action by Common Council was based on a July 10, 2009 report by AECOM of the Kensington North Drainage Area and was meant to preserve land in case a stormwater pond was determined to be needed. The Department of Public Works subsequently determined the stormwater pond would not be needed and initiated an Official Map amendment in 2017 (see above).

STAFF ANALYSIS

Project Summary: The applicant proposes construct a car wash and self-serve dog wash on the subject site as shown on the attached development plans. The proposed development includes the following:

- A 5,307 square foot automated car wash building with a single service bay.
- Car wash stacking spaces for 24 vehicles are located along the east side of the building with the service bay entrance located on the north side of the building.
- Access will be provided via an existing driveway on Express Court and will be shared with Menards and the proposed car wash.
- Approximately 24 vacuum stations.

Special Use Permit #6-22

June 8, 2022

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- Proposed hours of operation are from 7:00 AM to 8:00 PM each day.

Operational Information: A plan of operation is attached to the staff report.

Existing Site Conditions: The car wash will be located on Lot 2 of a recently submitted application for a two-lot Certified Survey Map (File #14-22). Lot 2 will be 78,408 square feet in size. The subject site is currently vacant land. Access will be from East Express Court and will share an existing drive aisle with the property to the east.

Surrounding Zoning and Land Uses: The surrounding area is under the jurisdiction of the City of Appleton (north, south, east, and west). The site is surrounded on all sides by existing commercial development.

North: C-2 General Commercial District. The adjacent land use to the north is undeveloped land and a stormwater detention pond.

South: C-2 General Commercial District. The adjacent land uses to the south is currently commercial (MotoMart gas station with car wash and Subway).

East: C-2 General Commercial District. The adjacent land use to the east is commercial (Menards).

West: C-2 General Commercial District. The adjacent land use to the west is commercial (Mr. Cinders restaurant).

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

Goal 1 – Community Growth

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

Goal 8 – Economic Development

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

OBJECTIVE 9.4 Economic Development:

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

OBJECTIVE 10.5 Land Use:

Support the continued redevelopment and revitalization of land uses adjacent to Appleton's key transportation corridors and downtown.

Current Zoning and Procedural Findings: The subject property has a zoning designation of C-2 General Commercial District. Per Section 23-113(e) of the Municipal Code, a car wash requires a Special Use Permit in the C-2 District. The Plan Commission makes a recommendation to the Common Council who will make the final decision on the Special Use Permit. A two-thirds vote of the Common Council is required for approval.

Zoning Ordinance Requirements and Substantial Evidence: When reviewing an application for a Special Use Permit, the City must determine if the applicant's proposal satisfies Municipal Code requirements and conditions. Pursuant to Section 23-66(c)(5) of the Municipal Code, the Plan Commission and Common Council must provide substantial evidence supporting their decision to approve, approve with conditions, or deny the Special Use Permit. Substantial evidence means "facts and information, other than merely personal preferences or speculation, directly pertaining to the requirements and conditions an applicant must meet to obtain a Special Use Permit and that reasonable persons would accept in support of a conclusion." Any requirements and conditions listed for approval must be reasonable, and to the extent practicable, measurable.

Finding of Fact: This request was reviewed in accordance with the standards for granting a Special Use Permit under Section 23-66(e)(1-8) of the Municipal Code: 1. proper zoning district: *C-2 zoning allows car washes as a special use permit*, 2. zoning district regulations: *compliance with zoning code regulations will be reviewed with the site plan*, 3. special regulations: *not applicable to carwashes*, 4. consistent with comprehensive plan and other plans: *yes, see above analysis*, 5. traffic: *applicant will share an existing driveway with Menards, no concerns submitted by traffic engineer*, 6. landscaping and screening: *the landscaping will be reviewed with the Site Plan and is required to be consistent with zoning ordinance standards*, 7. neighborhood compatibility: *the proposed use is located adjacent to existing commercial uses and near CTH CE*, and 8. impact on services: *the City has existing utilities, services and equipment in place to serve this proposed use*. These standards were found in the affirmative, as long as all stipulations are satisfied.

Technical Review Group (TRG) Report: This item appeared on the May 3, 2022 TRG agenda. No negative comments were received from participating departments.

RECOMMENDATION

Staff recommends, based on the above, that Special Use Permit #6-22 for a car wash located at 3200 E. Express Court (Tax Id #31-4-5568-00), as shown on the attached materials and per attached plan of operation, along with the attached resolution, **BE APPROVED** to run with the land, subject to the following conditions:

1. The owner shall have twelve (12) months from the issuance of the Special Use Permit to obtain a building permit and/or occupancy permit for the proposed carwash or Special Use Permit #6-22 will expire pursuant to Sections 23-66 (f)(1) b. and c. of the Zoning Ordinance.

Substantial Evidence: Standardized condition to ensure the use is established in a timely manner. This condition will not be applicable when the building permit and/or occupancy permit is issued.

Special Use Permit #6-22

June 8, 2022

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2. Prior to the construction of the carwash and building permits being issued, site plan review and approval is required, pursuant to Section 23-570 of the Municipal Code.

Substantial Evidence: This condition provides notice to the owner and applicant that they are required to receive site plan approval from the Community and Economic Development Department prior to receiving building permits from the Inspection Division for the project pursuant to Section 23-570(e)4 of the Zoning Ordinance.

3. All Zoning, Building, Fire, Engineering, Utility, Noise and other Municipal Codes, and all applicable State and Federal laws shall be complied with.

Substantial Evidence: This condition assures the applicant understands they must follow the City's Municipal Code and all applicable State and Federal laws which they are required to follow while conducting business in the City; failure to follow City, State and Federal regulations may result in enforcement action pursuant to Sections 1-16, 1-17, 23-66(f)(5) and 23-69 of the Municipal Ordinance.

4. Any future expansions of the carwash, changes to the development plans, plan of operation or any conditions of approval may require a major or minor amendment request to this Special Use Permit pursuant to Section 23-66(g) of the Zoning Ordinance. Contact the Community and Economic Development Department to discuss any proposed changes.

Substantial Evidence: Standardized condition that establishes parameters for the current application and identifies the process for review of any future changes to the special use.

**CITY OF APPLETON
RESOLUTION FOR SPECIAL USE PERMIT #6-22
CAR WASH
3200 EAST EXPRESS COURT**

WHEREAS, Tracey Erickson, Erickson Enterprises, LLC, has applied for a Special Use Permit for a car wash located at 3200 E. Express Court, also identified as Parcel Number 31-4-5568-00; and

WHEREAS, the location for the proposed car wash is located in the C-2 General Commercial District, and the proposed use may be permitted by Special Use Permit within this zoning district pursuant to Chapter 23 of the Municipal Code; and

WHEREAS, the City of Appleton Plan Commission held a public hearing on June 8, 2022 on Special Use Permit #6-22, at which all those wishing to be heard were allowed to speak or present written comments and other materials at the public hearing; and

WHEREAS, the City of Appleton Plan Commission has reviewed and considered the Community and Economic Development Department's staff report and recommendation, as well as other spoken and written evidence and testimony presented at the public hearing; and

WHEREAS, the City of Appleton Plan Commission reviewed the standards for granting a Special Use Permit under Sections 23-66(e)(1-8) of the Municipal Code; and

WHEREAS, the City of Appleton Plan Commission reviewed the standards for imposing conditions on the Special Use Permit under Section 23-66(c)(5) of the Municipal Code, and forwarded Special Use Permit #6-22 to the City of Appleton Common Council with a favorable conditional or not favorable (CIRCLE ONE) recommendation; and

WHEREAS, the City of Appleton Common Council has reviewed the report and recommendation of the City of Appleton Plan Commission at their meeting on June 15, 2022.

NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED by the Common Council, based on Community and Economic Development Department's staff report and recommendation, as well as other spoken and written evidence and testimony presented at the public hearing and Common Council meeting, and having considered the recommendation of the City Plan Commission, that the Common Council:

1. Determines all standards listed under Sections 23-66(e)(1-8) of the Municipal Code are found in the affirmative YES or NO (CIRCLE ONE)
2. If NO, the City of Appleton Common Council hereby denies Special Use Permit #6-22 for a car wash located at 3200 E. Express Court, also identified as Parcel Number 31-4-5568-00, based upon the following standards and determinations: (List reason(s) why the Special Use Permit was denied)
3. If YES, the City of Appleton Common Council hereby approves Special Use Permit #6-22 for a car wash located at 3200 E. Express Court, also identified as Parcel Number 31-4-5568-00, subject to the following

conditions as they are related to the purpose of the City of Appleton Municipal Code and based on substantial evidence:

CONDITIONS OF APPROVAL FOR SPECIAL USE PERMIT #6-22

- A. The owner shall have twelve (12) months from the issuance of the Special Use Permit to obtain a building permit and/or occupancy permit for the proposed carwash or Special Use Permit #6-22 will expire pursuant to Sections 23-66 (f)(1) b. and c. of the Zoning Ordinance.
 - B. Prior to the construction of the carwash and building permits being issued, site plan review and approval is required, pursuant to Section 23-570 of the Municipal Code.
 - C. All Zoning, Building, Fire, Engineering, Utility, Noise and other Municipal Codes, and all applicable State and Federal laws shall be complied with.
 - D. Any future expansions of the carwash, changes to the development plans, plan of operation or any conditions of approval may require a major or minor amendment request to this Special Use Permit pursuant to Section 23-66(g) of the Zoning Ordinance. Contact the Community and Economic Development Department to discuss any proposed changes.
4. The City Clerk’s Office is hereby directed to give a copy of this resolution to the owner/applicant, Community and Economic Development Department, Inspections Division, and any other interested party.

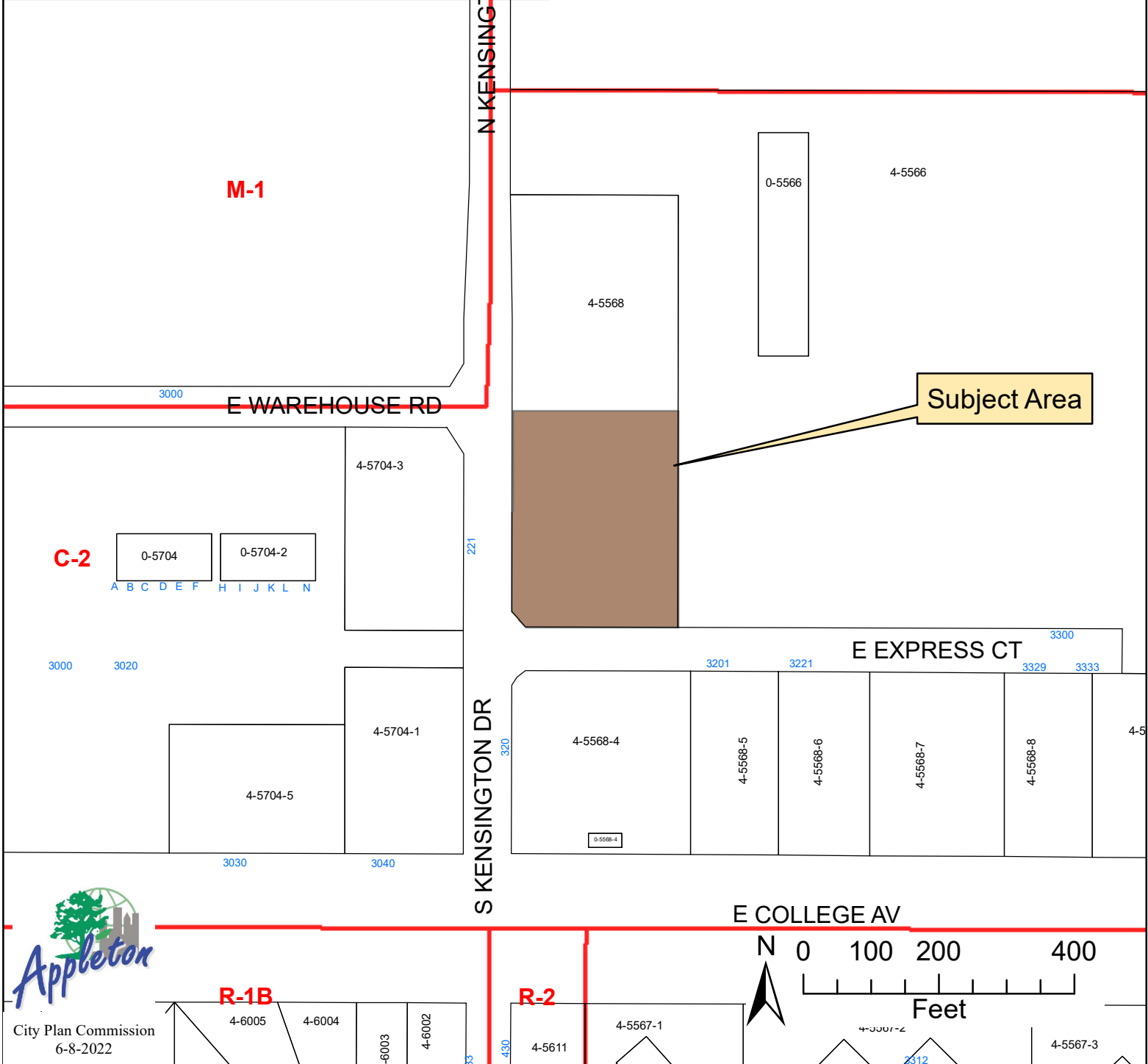
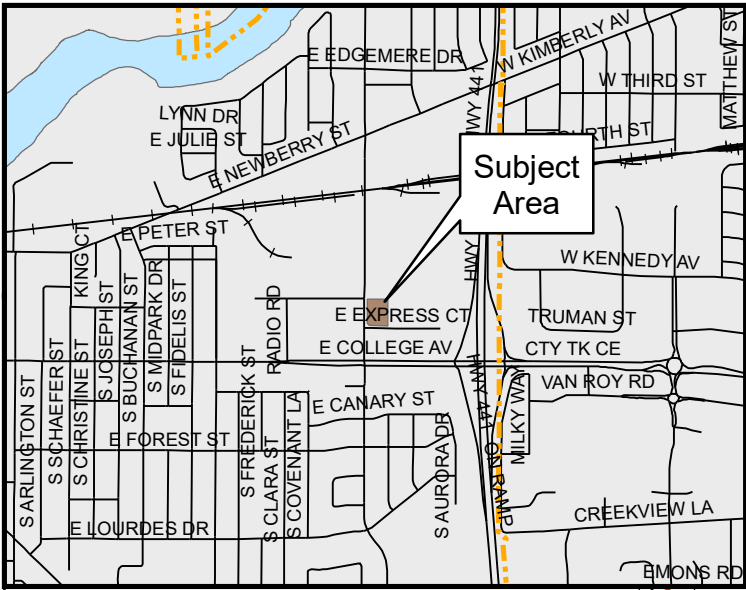
Adopted this _____ day of _____, 2022.

Jacob A. Woodford, Mayor

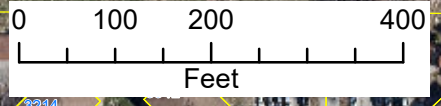
ATTEST:

Kami Lynch, City Clerk

Special Use Permit
Car Wash
E. Express Court
Zoning Map



Special Use Permit
Car Wash
E. Express Court
Aerial Map



PLAN OF OPERATION AND LOCATIONAL INFORMATION

Business Information:

Name of business: Tsunami Express

Years in operation: 10

Type of proposed establishment (detailed explanation of business):

We are proposing an Express Carwash with +/- 24 free vacuums. It will also have two (2) sel-serve dog washes. The business will be open 7 days a week from 7am - 8 pm. It will be staffed during business hours and employ +/- 10 persons

Proposed Hours of Operation:

Day	From	To
Monday thru Thursday	7am	8pm
Friday	7am	8pm
Saturday	7am	8pm
Sunday	7am	8pm

Building Capacity and Storage Areas:

Maximum number of persons permitted to occupy the building or tenant space as determined by the International Building Code (IBC) or the International Fire Code (IFC), whichever is more restrictive: 16.00 persons

Gross floor area of the existing building(s):

0

Gross floor area of the proposed building(s):

4,921 SF

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

N/A

Outdoor Uses:

Size: _____ square feet

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

N/A

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

Garbage Enclosure 6'

Type, location, size of outdoor display area(s) of merchandise for sale or other business property:

N/A

Number of Employees:

Number of existing employees: 0.00

Number of proposed employees: 10.00

Number of employees scheduled to work on the largest shift: 4.00

Odor:

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

N/A

Noise:

Describe the noise levels anticipated from the proposed use and all mechanical equipment:

Measured at property lines at exiting Greenfield location:
Exit (North) 74 dbs; Entrance (South) 69 dbs; Side (East) 60 dbs; Side (West) 56
dbs See Attached

How will the noise be controlled?

Noise will be controlled by landscaping and screen walls if necessary.

Outdoor Lighting:

Type: LED

Location: Parking Lot and Building

Off-Street Parking:

Number of spaces existing on-site: 0.00

Number of spaces proposed on-site: 24.00

Street Access:

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

No



Nielsen Madsen + Barber
 CIVIL ENGINEERS AND LAND SURVEYORS
 1458 Horizon Blvd, Suite 200, Racine, WI, 53406
 Tel: (262)634-5588 Website: www.nmbasc.net

CITY OF APPLETON, OUTAGAMIE COUNTY, WISCONSIN

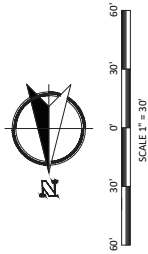
PEAK CAR WASH
 FOR
PEAK, INC.
 DIMENSIONED SITE PLAN

ISSUE FOR REVIEW: 04-11-2022

NO.	REVISION	BY	DATE

PROJ. NO.: MEM
 DRAWN: JMB
 DATE: 06.26.2022
 CHECKED: JMB
 DATE: 06.11.2022
 2022.0034.01
 SHEET

C-4



EXISTING SITE INFORMATION

78,408 s.f. TOTAL LOT AREA
 78,408 s.f. GREEN SPACE AREA

PROPOSED SITE INFORMATION

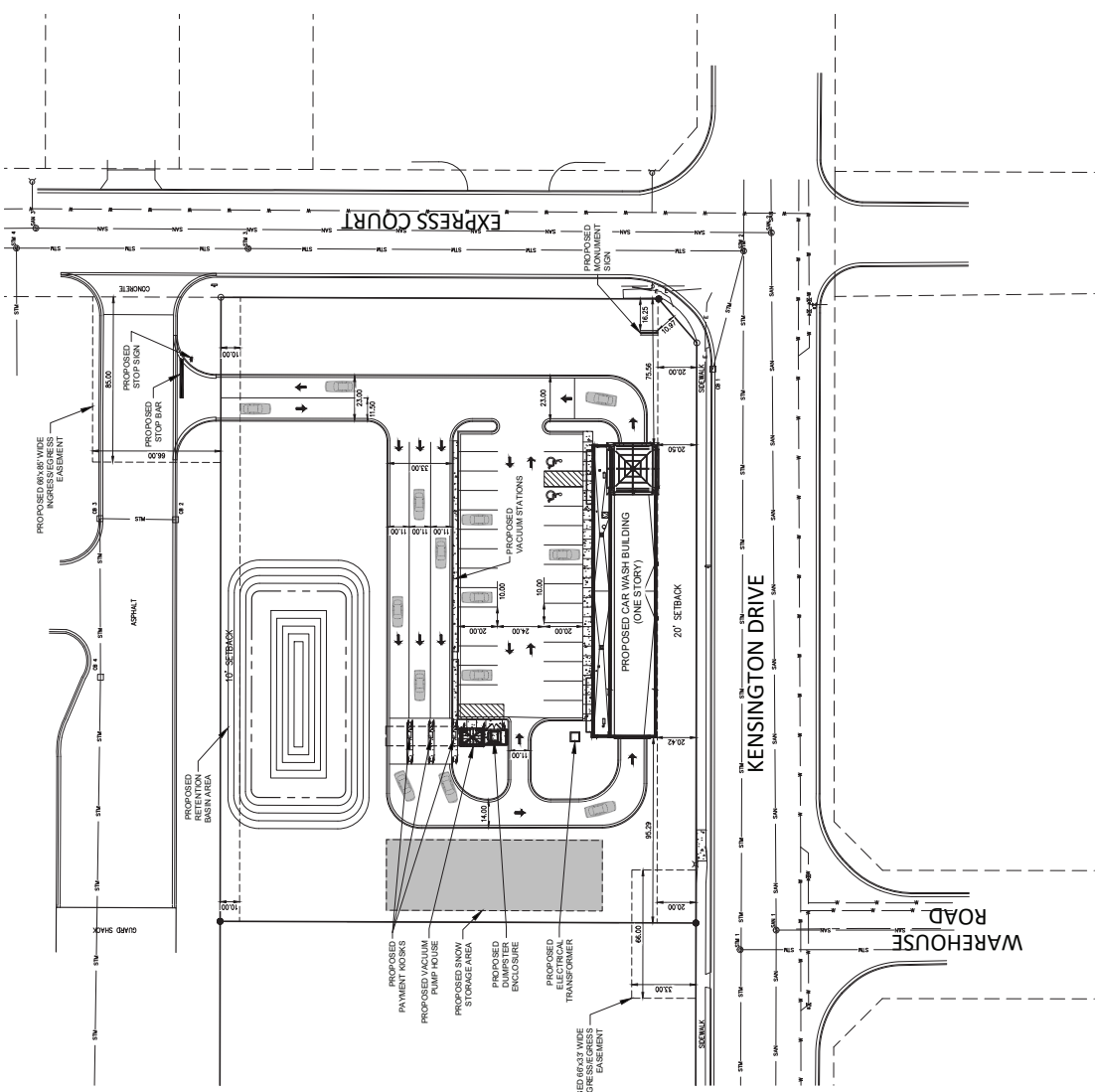
78,408 s.f. TOTAL LOT AREA
 5,307 s.f. BUILDING AREAS
 25,484 s.f. PAVEMENT AREAS
 47,617 s.f. GREEN SPACE AREA

PARKING INFORMATION

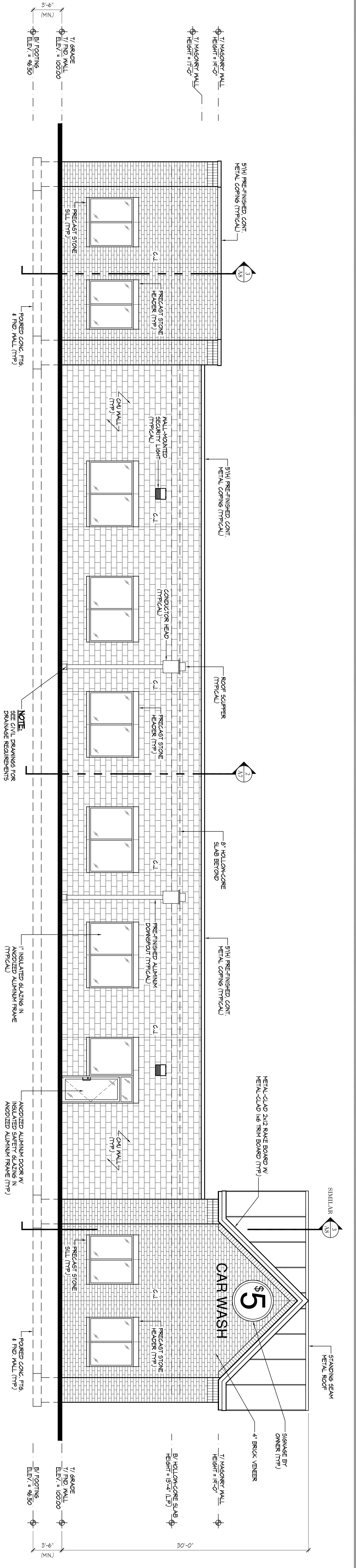
PROPOSED
 HC STALLS 2
 STANDARD STALLS 26
 TOTAL 28

ZONING INFORMATION

ZONING C-2 GENERAL COMMERCIAL DISTRICT
 SPECIAL USE PERMIT REQUIREMENT
 SETBACKS
 FRONT 10 FEET
 REAR 20 FEET
 SIDE 0 FEET

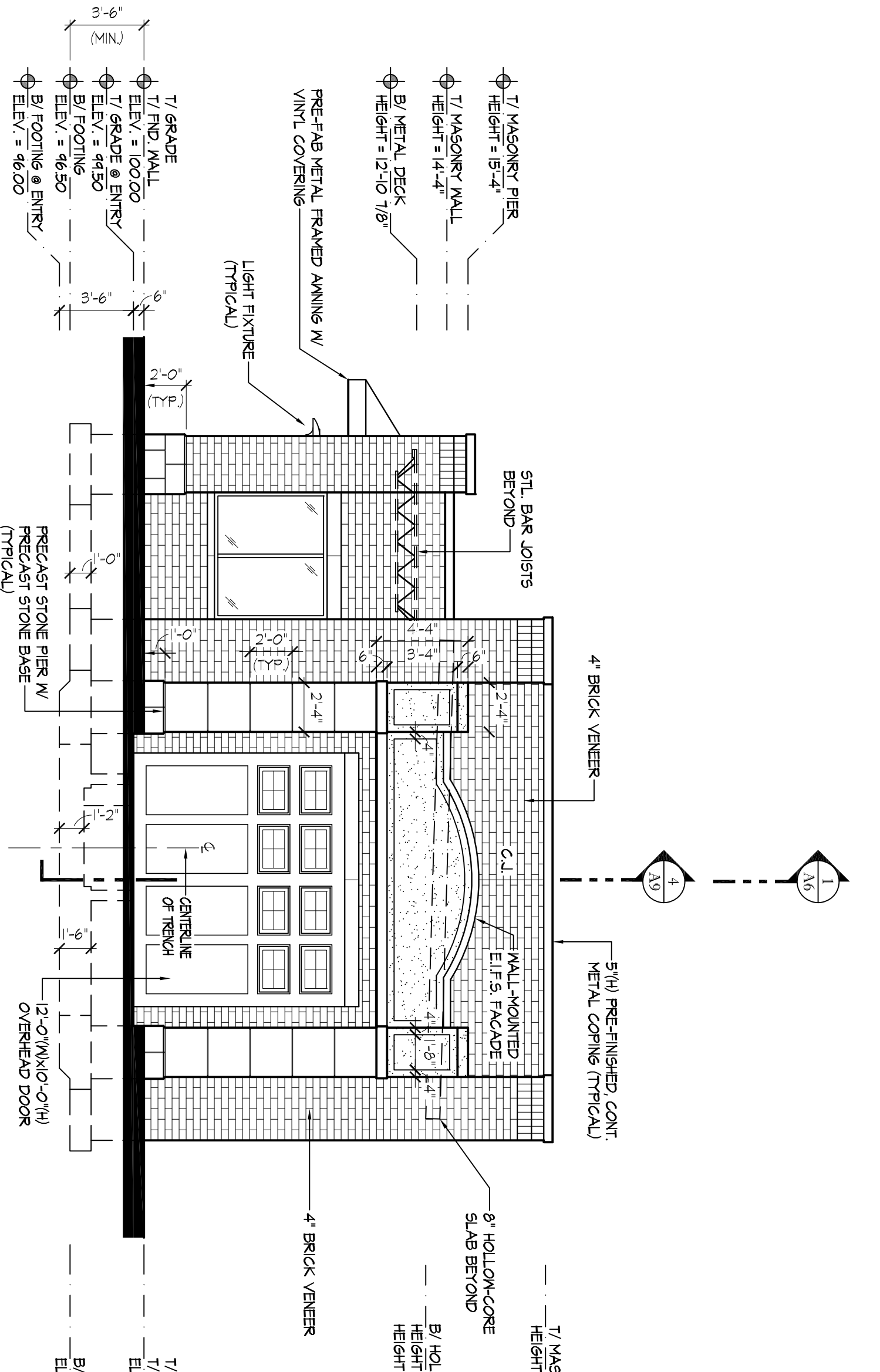


UTILITY NOTE
 EXISTING UTILITIES ARE SHOWN FOR INFORMATIONAL PURPOSES ONLY AND ARE NOT GUARANTEED TO BE ACCURATE OR ALL INCLUSIVE. CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL UTILITIES PRIOR TO ANY CONSTRUCTION. UNDERGROUND UTILITIES AS THE DEEM NECESSARY FOR PROPOSED UTILITY CONNECTIONS AND / OR TO AVOID DAMAGE THERE TO, CONTRACTOR SHALL CALL "DIGGERS HOTLINE" PRIOR TO ANY CONSTRUCTION.



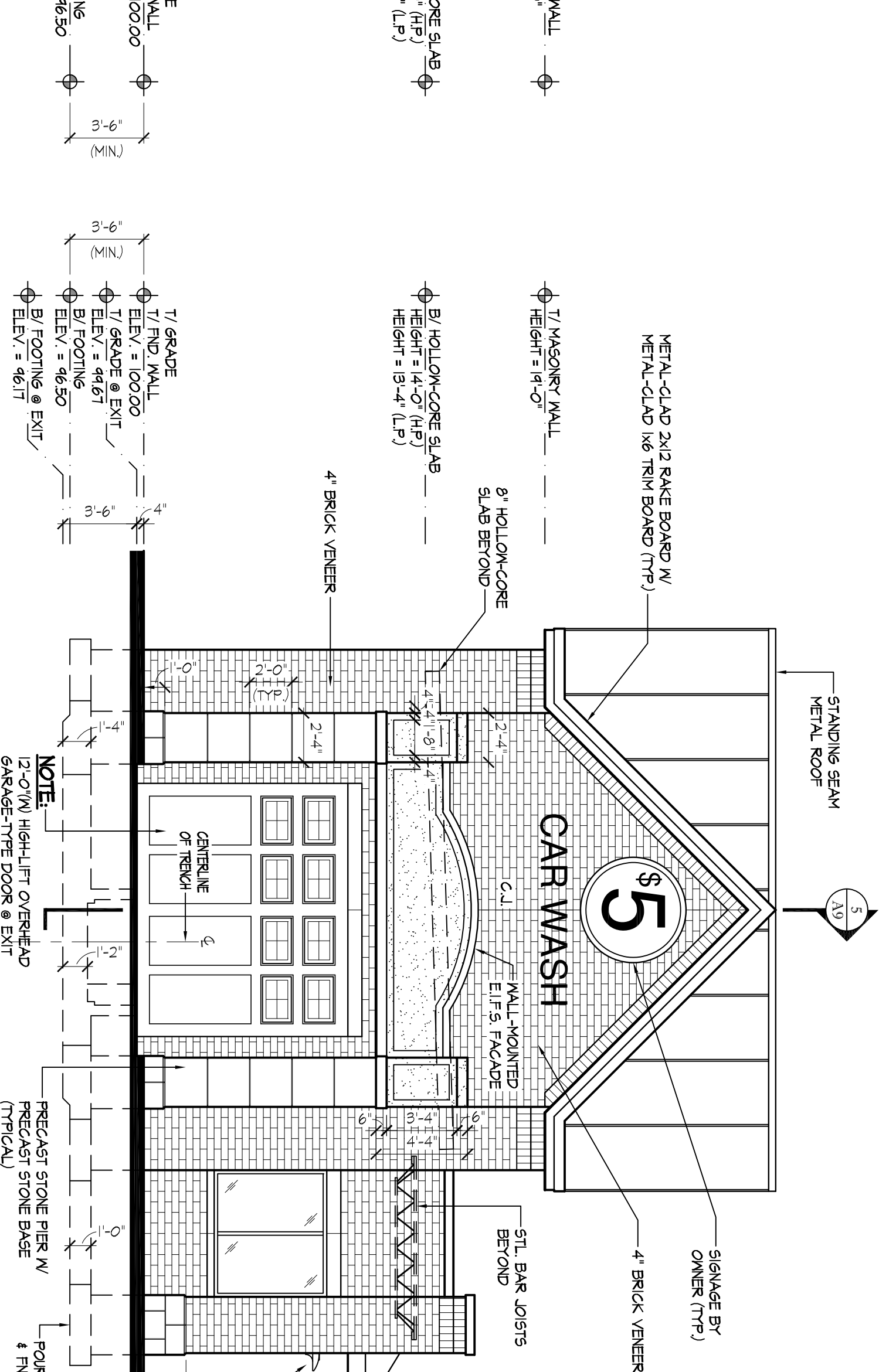
NORTH ELEVATION

SCALE: 3/16" = 1'-0"



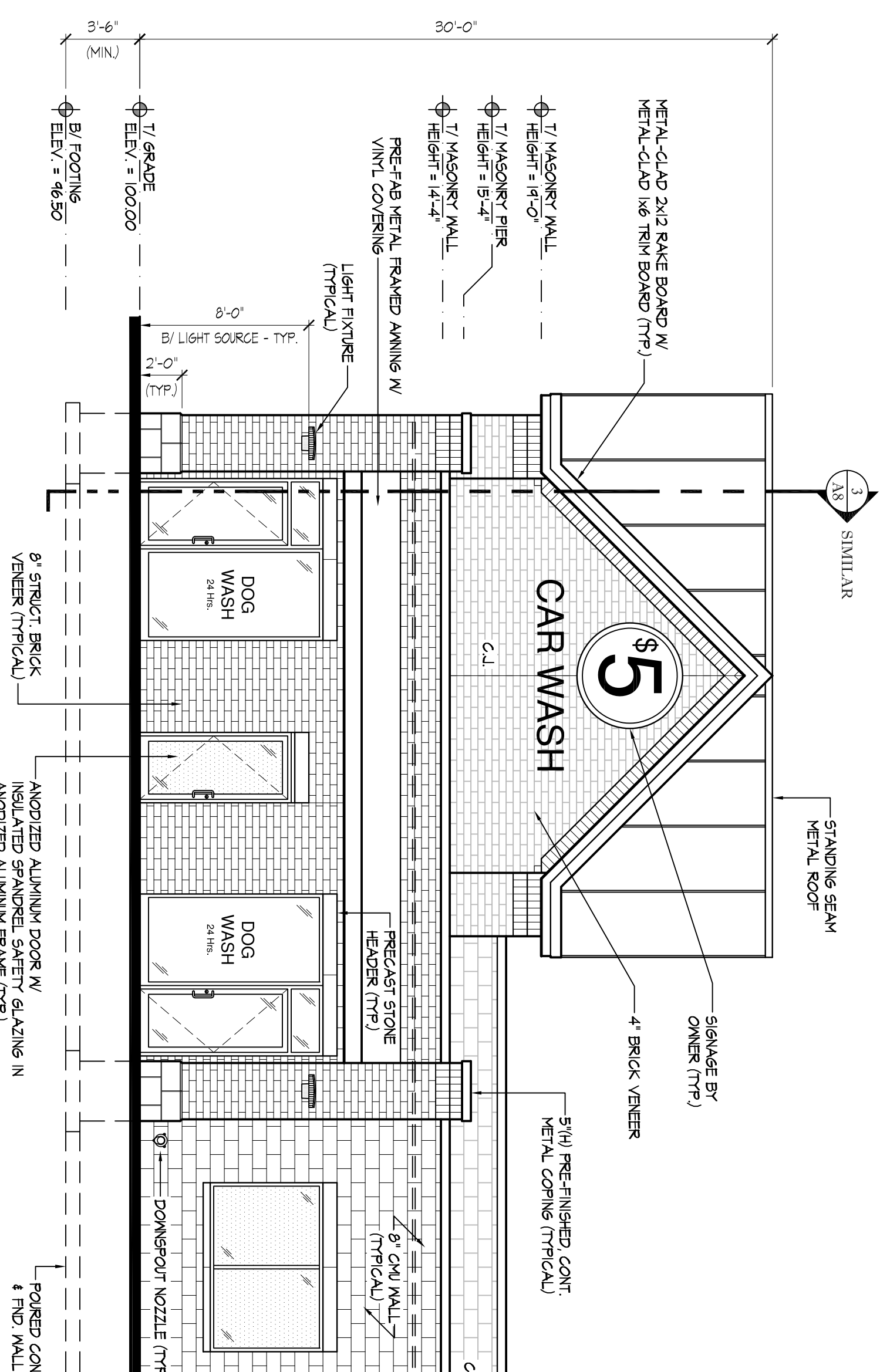
EAST ELEVATION

SCALE: 3/16" = 1'-0"



WEST ELEVATION

SCALE: 3/16" = 1'-0"



SOUTH ELEVATION

SCALE: 3/16" = 1'-0"

EXTERIOR FINISH NOTES

THERMAL AND MOISTURE

WEATHER BARRIER: TYVEK BRAND[®] DRIPKING (800) 446-4935
 REFERRED SHEET FLASHING: BT22 XL BUILDING TAPE
 REFERRED TO: RAYCO CO. (877) 211-4681
 FINISH: PRECAST STONE
 BRICK VENEER

EXTERIOR METALS AND FLASHING

SHEET METAL FLASHING: PRE-FINISHED METALLIC-COATED STEEL SHEET AT EXPOSED AREAS
 PHYSICAL PROPERTIES AND COATING PERFORMANCE REQUIREMENTS OF AIAA 2005 COLOR
 SELECTED FROM STANDARD RANGE
 - BASE FLASHING: 26 GA.
 - FLASHING RECEIVERS: 26 GA.
 - BRK EDGES: 24 GA.
 SOFFITS AND UNDERLAP OF EXTERIOR DETAILS: PRE-FORMED VENTED ALUMINUM PANELS
 FROM MANUFACTURER'S STANDARD RANGE (SEE NOTE #2)
 PAC-CLOAD BY FETTERSON ALUMINUM (OR EQUIVALENT) (800) 722-2222
 FINISHES AND DOWNSPUTS: ANODIZED ALUMINUM (COLOR AS SELECTED BY ARCHITECT)
 ROLLEE BY BRUSHBOARD BUILDING PRODUCTS (OR EQUIVALENT) (214) 522-5500

EXTERIOR FINISH SCHEDULE

TYPE	MANUFACTURER (SEE SCHEDULE)	COLOR	WORKS COLOR / TYPE	CRN. CONT. DATE
BRICK <td>ENDICOTT STRUCTURAL</td> <td>1B2</td> <td>VANAL / TYPE N</td> <td>SONBERSON</td>	ENDICOTT STRUCTURAL	1B2	VANAL / TYPE N	SONBERSON
VENEER <td>OR EQUAL</td> <td>1B2</td> <td>(SEE NOTE #2)</td> <td>SONBERSON</td>	OR EQUAL	1B2	(SEE NOTE #2)	SONBERSON
VENIER <td>OR EQUAL</td> <td>1B2</td> <td>W/SEE NOTE #2)</td> <td>SONBERSON</td>	OR EQUAL	1B2	W/SEE NOTE #2)	SONBERSON
CAW <td>91M[®] or 91DM[®]</td> <td>1B2</td> <td>VANAL / TYPE N</td> <td>SONBERSON</td>	91M [®] or 91DM [®]	1B2	VANAL / TYPE N	SONBERSON
PRECAST	SEE EXTERIOR METALS AND FLASHING	1B2	(SEE NOTE #2)	N/A
STONE	SEE EXTERIOR METALS AND FLASHING	1B2	(SEE NOTE #2)	N/A

EXTERIOR MATERIAL & FINISH SYSTEM (EIFS)

LOCATION / ID	MANUFACTURER	FINISH	COLOR	COMMENTS
FLASHER	BRUSHBOARD	1B2	1B2	
CAR ENTRY / EXIT	OR EQUAL	1B2	1B2	

METALS

LOCATION / ID	MANUFACTURER	TYPE	FINISH	COLOR
ROOF	PAC-CLOAD FETTERSON	STANDING SEAM	PRE-FINISHED	1B2
SOFFITS / EAVES	PAC-CLOAD FETTERSON	FORMED	PRE-FINISHED	1B2
DOWNSPUTS	PAC-CLOAD FETTERSON	ALUMINUM	PRE-FINISHED	1B2
DOWNSPUTS	OR EQUAL	ALUMINUM	PRE-FINISHED	1B2

STORAGE GLAZING

LOCATION / ID	MANUFACTURER	COLOR / FINISH	DESCRIPTION
EXTERIOR DOORS & WINDOWS	KAMNER, FFCO OR EQUIVALENT	1B2	CLEAR OR GRAYE 1" INSULATED GLAZING

GENERAL STRUCTURAL NOTES

- SEE STRUCTURAL DRAWINGS FOR SIZE & LOCATION OF:
 • STEEL BEAMS, JOISTS, ANGLES, PLATES, LINTELS &
 BEARING REQUIREMENTS
 • FORMING CONCRETE WALLS, SLABS & RETAINING
 • PRECAST HOLLOW-CORE SLAB BEARING CONDITIONS &
 BEARING REQUIREMENTS
 • BEARING REQUIREMENTS
 • BRICK VENEER AT LOCATIONS INDICATED
- BRICK VENEER AT BRICK CORERS AT LOCATIONS INDICATED
- COORDINATE ARCHITECTURAL DRAWINGS WITH STRUCTURAL DRAWINGS.

NOTES

- INSTALLER TO VERIFY FINISH SAMPLES FOR APPROVAL BY ARCHITECT PRIOR TO INSTALLATION.
- TYPE "S" METALS TO BE USED AT LOCATIONS WHERE MASONRY IS IN CONTACT WITH THE GROUND OR AT TOP OF FOUNDATION WALL.



MEMORANDUM

TO: Community and Economic Development Committee

FROM: Matt Rehbein, Economic Development Specialist

DATE: June 8, 2022

RE: Offer to Purchase – Tax Id #31-9-5712-40, Lot 1 of CSM 3549
Southpoint Commerce Park, River Valley One, LLC

The City of Appleton has received an Offer to Purchase from River Valley One, LLC and/or assigns for Lot 1 of CSM 3549 in the Southpoint Commerce Park, comprised of approximately 7.22 acres.

The proposed purchase price is \$275,000 which \$38,088.64/acre. Our asking price for land in Southpoint is \$40,000/acre.

This offer includes earnest money of \$10,000 and provides a due diligence period of 120 days with two 30-day extensions. With each extension, \$5,000 of this earnest money becomes non-refundable should buyer exercise the due diligence extensions.

The payment of an 8% commission to procuring broker is standard per policy.

Staff would recommend the CEDC goes into closed session to discuss the terms of a counter offer to the River Valley One, LLC offer to purchase.

Staff Recommendation:

The City of Appleton counter the Offer To Purchase for Lot 1, CSM 3549, Southpoint Commerce Park, from River Valley One, LLC **BE APPROVED.**

WB-13 VACANT LAND OFFER TO PURCHASE

1 LICENSEE DRAFTING THIS OFFER ON June 3, 2022 [DATE] IS ~~(AGENT OF BUYER)~~
2 ~~(AGENT OF SELLER/LISTING FIRM)~~ ~~(AGENT OF BUYER AND SELLER)~~ **[STRIKE THOSE NOT APPLICABLE]**

3 The Buyer, See Addendum A

4 offers to purchase the Property known as Parcel #9571240

5
6 [e.g., Street Address, Parcel Number(s), legal description, or insert additional description, if any, at lines 650-664, or
7 attach as an addendum per line 686] in the City of Appleton,
8 County of Calumet Wisconsin, on the following terms:

9 **[PURCHASE PRICE]** The purchase price is Two Hundred Seventy-Five Thousand
10 _____ Dollars (\$ 275,000.00).

11 **[INCLUDED IN PURCHASE PRICE]** Included in purchase price is the Property, all Fixtures on the Property as of the date
12 stated on line 1 of this Offer (unless excluded at lines 17-18), and the following additional items: N/A

13
14 **NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are included**
15 **or not included. Annual crops are not part of the purchase price unless otherwise agreed.**

16 **[NOT INCLUDED IN PURCHASE PRICE]** Not included in purchase price is Seller's personal property (unless included at
17 lines 12-13) and the following: N/A

18
19 **CAUTION: Identify Fixtures that are on the Property (see lines 21-25) to be excluded by Seller or that are rented**
20 **and will continue to be owned by the lessor.**

21 "Fixture" is defined as an item of property which is physically attached to or so closely associated with land so as to be
22 treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage
23 to the premises, items specifically adapted to the premises and items customarily treated as fixtures, including, but not
24 limited to, all: perennial crops, garden bulbs; plants; shrubs and trees; fences; storage buildings on permanent foundations
25 and docks/piers on permanent foundations.

26 **CAUTION: Exclude any Fixtures to be retained by Seller or that are rented on lines 17-18 or at lines 650-664 or in**
27 **an addendum per line 686.**

28 **[BINDING ACCEPTANCE]** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer
29 on or before July 20, 2022.

30 Seller may keep the Property on the market and accept secondary offers after binding acceptance of this Offer.

31 **CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.**

32 **[ACCEPTANCE]** Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical
33 copies of the Offer.

34 **CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term**
35 **Deadlines running from acceptance provide adequate time for both binding acceptance and performance.**

36 **[CLOSING]** This transaction is to be closed on 10 business days after completion of due diligence
37 period

38 at the place selected by Seller, unless otherwise agreed by the Parties in writing. If the date for closing falls on a Saturday,
39 Sunday, or a federal or a state holiday, the closing date shall be the next Business Day.

40 **CAUTION: To reduce the risk of wire transfer fraud, any wiring instructions received should be independently**
41 **verified by phone or in person with the title company, financial institution, or entity directing the transfer. The real**
42 **estate licensees in this transaction are not responsible for the transmission or forwarding of any wiring or money**
43 **transfer instructions.**

44 **[EARNEST MONEY]**
45 ■ EARNEST MONEY of \$ N/A accompanies this Offer.

46 If Offer was drafted by a licensee, receipt of the earnest money accompanying this Offer is acknowledged.

47 ■ EARNEST MONEY of \$ 10,000.00 will be mailed, or commercially, electronically
48 or personally delivered within 5 days ("5" if left blank) after acceptance.

49 All earnest money shall be delivered to and held by ~~(Listing Firm)~~ (drafting Firm) (other identified as N/A
50 _____) **[STRIKE THOSE NOT APPLICABLE]**

51 (listing Firm if none chosen; if no listing Firm, then drafting Firm; if no Firm then Seller).

52 **CAUTION: If a Firm does not hold earnest money, an escrow agreement should be drafted by the Parties or an**
53 **attorney as lines 56-76 do not apply. If someone other than Buyer pays earnest money, consider a special**
54 **disbursement agreement.**

55 ■ THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise agreed in writing.

56 ■ **DISBURSEMENT IF EARNEST MONEY HELD BY A FIRM:** If negotiations do not result in an accepted offer and the
 57 earnest money is held by a Firm, the earnest money shall be promptly disbursed (after clearance from payer's depository
 58 institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest money shall
 59 be disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according
 60 to a written disbursement agreement signed by all Parties to this Offer. If said disbursement agreement has not been
 61 delivered to the Firm holding the earnest money within 60 days after the date set for closing, that Firm may disburse the
 62 earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller;
 63 (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; (4)
 64 upon authorization granted within this Offer; or (5) any other disbursement required or allowed by law. The Firm may retain
 65 legal services to direct disbursement per (1) or to file an interpleader action per (2) and the Firm may deduct from the
 66 earnest money any costs and reasonable attorneys' fees, not to exceed \$250, prior to disbursement.

67 ■ **LEGAL RIGHTS/ACTION:** The Firm's disbursement of earnest money does not determine the legal rights of the Parties
 68 in relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by the Firm holding the earnest
 69 money. At least 30 days prior to disbursement per (1), (4) or (5) above, where the Firm has knowledge that either Party
 70 disagrees with the disbursement, the Firm shall send Buyer and Seller written notice of the intent to disburse by certified
 71 mail. If Buyer or Seller disagrees with the Firm's proposed disbursement, a lawsuit may be filed to obtain a court order
 72 regarding disbursement. Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of
 73 residential property with one-to-four dwelling units. Buyer and Seller should consider consulting attorneys regarding their
 74 legal rights under this Offer in case of a dispute. Both Parties agree to hold the Firm harmless from any liability for good
 75 faith disbursement of earnest money in accordance with this Offer or applicable Department of Safety and Professional
 76 Services regulations concerning earnest money. See Wis. Admin. Code Ch. REEB 18.

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

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

83 **VACANT LAND DISCLOSURE REPORT** Wisconsin law requires owners of real property that does not include any
 84 buildings to provide Buyers with a Vacant Land Disclosure Report. Excluded from this requirement are sales exempt from
 85 the real estate transfer fee and sales by certain court-appointed fiduciaries, for example, personal representatives, who
 86 have never occupied the Property. The form of the Report is found in Wis. Stat. § 709.033. The law provides: "§ 709.02
 87 Disclosure . . . the owner of the property shall furnish, not later than 10 days after acceptance of a contract of sale . . . , to
 88 the prospective buyer of the property a completed copy of the report . . . A prospective buyer who does not receive a report
 89 within the 10 days may, within 2 business days after the end of that 10-day period, rescind the contract of sale . . . by
 90 delivering a written notice of rescission to the owner or the owner's agent." Buyer may also have certain rescission rights if
 91 a Vacant Land Disclosure Report disclosing defects is furnished before expiration of the 10 days, but after the Offer is
 92 submitted to Seller. Buyer should review the report form or consult with an attorney for additional information regarding
 93 rescission rights.

94 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has
 95 no notice or knowledge of Conditions Affecting the Property or Transaction (lines 101-181) other than those identified in
 96 Seller's Vacant Land Disclosure Report dated _____ to be provided _____ , which was received by Buyer prior to Buyer
 97 signing this Offer and that is made a part of this Offer by reference **COMPLETE DATE OR STRIKE AS APPLICABLE**
 98 and **see additional provisions lines 650-653**

99 _____
 100 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE REPORT**

101 "Conditions Affecting the Property or Transaction" are defined to include:

- 102 a. Flooding, standing water, drainage problems, or other water problems on or affecting the Property.
- 103 b. Impact fees or another condition or occurrence that would significantly increase development costs or reduce the value
 104 of the property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.
- 105 c. Brownfields (abandoned, idled, or underused land that may be subject to environmental contamination) or other
 106 contaminated land on the property, or that contaminated soils on the property have been cleaned up under the Petroleum
 107 Environmental Cleanup Fund Act (PECFA), a Wisconsin Department of Natural Resources (DNR) remedial or cleanup
 108 program, the DATCP Agricultural Chemical Cleanup Program, or other similar program.
- 109 d. Subsoil conditions that would significantly increase the cost of development, including, but not limited to, subsurface
 110 foundations or waste material; any type of fill; dumpsites where pesticides, herbicides, fertilizer, or other toxic or hazardous
 111 materials or containers for these materials were disposed of in violation of manufacturer or government guidelines or other
 112 laws regulating such disposal; high groundwater; adverse soil conditions, such as low load-bearing capacity, earth or soil
 113 movement, settling, upheavals, or slides; excessive rocks or rock formations; or other soil problems.
- 114 e. Material violation of an environmental rule or other rule or agreement regulating the use of the Property.
- 115 f. Defects caused by unsafe concentrations of, or unsafe conditions relating to, radon, radium in water supplies, lead in

- 116 soil, or other potentially hazardous or toxic substances on the Property; manufacture of methamphetamine or other
117 hazardous or toxic substances on the Property; or high voltage electric (100 KV or greater) or steel natural gas transmission
118 lines located on but not directly serving the Property.
- 119 g. Defects caused by unsafe concentrations of, unsafe conditions relating to, or the storage of, hazardous or toxic
120 substances on neighboring properties.
- 121 h. The Property is served by a joint well; Defects related to a joint well serving the Property; or Defects in a well on the
122 Property or in a well that serves the Property, including unsafe well water due to contaminants such as coliform, nitrates, or
123 atrazine, or any out-of-service wells or cisterns that are required to be abandoned (see § NR 812.26, Wis. Adm. Code) but
124 that are not closed or abandoned according to applicable regulations.
- 125 i. Defects in any septic system or other private sanitary disposal system on the Property; or any out-of-service septic
system serving the Property not closed or abandoned according to applicable regulations.
- 127 j. Underground or aboveground fuel storage tanks presently or previously on the Property for storage of flammable or
128 combustible liquids including, but not limited to, gasoline or heating oil; or Defects in the underground or aboveground fuel
129 storage tanks on or previously located on the Property. Defects in underground or aboveground fuel storage tanks may
130 include items such as abandoned tanks not closed in conformance with applicable local, state, and federal law; leaking;
131 corrosion; or failure to meet operating standards. (The owner, by law, may have to register the tanks with the Department
132 of Agriculture, Trade and Consumer Protection at P.O. Box 8911, Madison, Wisconsin, 53708, whether the tanks are in use
133 or not. Department regulations may require closure or removal of unused tanks.)
- 134 k. Existing or abandoned manure storage facilities located on the property.
- 135 l. Notice of property tax increases, other than normal annual increases, or pending Property tax reassessment;
136 remodeling that may increase the Property's assessed value; pending special assessments; or Property is within a special
137 purpose district, such as a drainage district, that has authority to impose assessments on the Property.
- 138 m. Proposed, planned, or commenced public improvements or public construction projects that may result in special
139 assessments or that may otherwise materially affect the Property or the present use of the Property; or any land division
140 involving the Property without required state or local permits.
- 141 n. The Property is part of or subject to a subdivision homeowners' association; or the Property is not a condominium unit
142 and there are common areas associated with the Property that are co-owned with others.
- 143 o. Any zoning code violations with respect to the Property; the Property or any portion thereof is located in a floodplain,
144 wetland or shoreland zoning area under local, state or federal regulations; or the Property is subject to a mitigation plan
145 required by Wisconsin Department of Natural Resources (DNR) rules related to county shoreland zoning ordinances, that
146 obligates the Property owner to establish or maintain certain measures related to shoreland conditions, enforceable by the
147 county.
- 148 p. Nonconforming uses of the Property (a nonconforming use is a use of land that existed lawfully before the current zoning
149 ordinance was enacted or amended, but that does not conform to the use restrictions in the current ordinance); conservation
150 easements (a conservation easement is a legal agreement in which a property owner conveys some of the rights associated
151 with ownership of his or her property to an easement holder such as a governmental unit or a qualified nonprofit organization
152 to protect the natural habitat of fish, wildlife, or plants or a similar ecosystem, preserve areas for outdoor recreation or
153 education, or for similar purposes); restrictive covenants or deed restrictions on the Property; or, other than public rights-of-
154 way, nonowners having rights to use part of the Property, including, but not limited to, private rights-of-way and easements
155 other than recorded utility easements.
- 156 q. All or part of the Property has been assessed as agricultural land; has been assessed a use-value assessment
157 conversion charge; or payment of a use-value assessment conversion charge has been deferred.
- 158 r. All or part of the Property is subject to, enrolled in, or in violation of a farmland preservation agreement, Forest Crop
159 Law, Managed Forest Law, the Conservation Reserve Program, or a comparable program.
- 160 s. A dam is totally or partially located on the Property; or an ownership interest in a dam not located on the Property will
161 be transferred with the Property because the dam is owned collectively by a homeowners' association, lake district, or
162 similar group of which the Property owner is a member.
- 163 t. No legal access to the Property; or boundary or lot line disputes, encroachments or encumbrances (including a joint
164 driveway) affecting the Property. Encroachments often involve some type of physical object belonging to one person but
165 partially located on or overlapping on land belonging to another; such as, without limitation, fences, houses, garages,
166 driveways, gardens, and landscaping. Encumbrances include, without limitation, a right or claim of another to a portion of
167 the Property or to the use of the Property such as a joint driveway, liens, and licenses.
- 168 u. Government agency, court order, or federal, state, or local regulations requiring repair, alteration or correction of an
169 existing condition.
- 170 v. A pier attached to the Property not in compliance with state or local pier regulations; a written agreement affecting
171 riparian rights related to the Property; or the bed of the abutting navigable waterway is owned by a hydroelectric operator.
- 172 w. Material damage from fire, wind, flood, earthquake, expansive soil, erosion, or landslide.
- 173 x. Significant odor, noise, water diversion, water intrusion, or other irritants emanating from neighboring property.
- 174 y. Significant crop damage from disease, insects, soil contamination, wildlife, or other causes; diseased or dying trees or
175 shrubs; or substantial injuries or disease in livestock on the Property or neighboring property.
- 176 z. Animal, reptile, or other insect infestations; drainage easement or grading problems; excessive sliding; or any other
177 Defect or material condition.

178 aa. Archeological artifacts, mineral rights, orchards, or endangered species, or one or more burial sites on the Property.
179 bb. Owner is a foreign person as defined in the Foreign Investment in Real Property Tax Act in 26 IRC § 1445(f).
180 cc. Other Defects affecting the Property such as any agreements that bind subsequent owners of the property, such as a
181 lease agreement or an extension of credit from an electric cooperative.
182 **N/A** **GOVERNMENT PROGRAMS:** Seller shall deliver to Buyer, within _____ days ("15" if left blank) after acceptance
183 of this Offer, a list of all federal, state, county, and local conservation, farmland, environmental, or other land use programs,
184 agreements, restrictions, or conservation easements, which apply to any part of the Property (e.g., farmland preservation
185 agreements, farmland preservation or exclusive agricultural zoning, use value assessments, Forest Crop, Managed Forest,
186 Conservation Reserve Program, wetland mitigation, shoreland zoning mitigation plan or comparable programs), along with
187 disclosure of any penalties, fees, withdrawal charges, or payback obligations pending, or currently deferred, if any. This
188 contingency will be deemed satisfied unless Buyer delivers to Seller, within 7 days after the deadline for delivery, a notice
189 terminating this Offer based upon the use restrictions, program requirements, and/or amount of any penalty, fee, charge, or
190 payback obligation.
191 **CAUTION: If Buyer does not terminate this Offer, Buyer is hereby agreeing that Buyer will continue in such**
192 **programs, as may apply, and Buyer agrees to reimburse Seller should Buyer fail to continue any such program**
193 **such that Seller incurs any costs, penalties, damages, or fees that are imposed because the program is not**
194 **continued after sale. The Parties agree this provision survives closing.**
195 **MANAGED FOREST LAND:** If all, or part, of the Property is managed forest land under the Managed Forest Law (MFL)
196 program, this designation will continue after closing. Buyer is advised as follows: The MFL is a landowner incentive
197 program that encourages sustainable forestry on private woodlands by reducing and deferring property taxes. Orders
198 designating lands as managed forest lands remain in effect for 25 or 50 years. When ownership of land enrolled in the
199 MFL program changes, the new owner must sign and file a report of the change of ownership on a form provided by the
200 Department of Natural Resources and pay a fee. By filing this form, the new owner agrees to the associated MFL
201 management plan and the MFL program rules. The DNR Division of Forestry monitors forest management plan
202 compliance. Changes a landowner makes to property that is subject to an order designating it as managed forest land,
203 or to its use, may jeopardize benefits under the program or may cause the property to be withdrawn from the program
204 and may result in the assessment of penalties. For more information call the local DNR forester or visit
205 <https://dnr.wisconsin.gov/topic/forestry> .
206 **USE VALUE ASSESSMENTS:** The use value assessment system values agricultural land based on the income that
207 would be generated from its rental for agricultural use rather than its fair market value. When a person converts agricultural
208 land to a non-agricultural use (e.g., residential or commercial development), that person may owe a conversion charge.
209 To obtain more information about the use value law or conversion charge, contact the Wisconsin Department of Revenue's
210 Equalization Bureau or visit <http://www.revenue.wi.gov/> .
211 **FARMLAND PRESERVATION:** The early termination of a farmland preservation agreement or removal of land from such
212 an agreement can trigger payment of a conversion fee equal to 3 times the per acre value of the land. Contact the
213 Wisconsin Department of Agriculture, Trade and Consumer Protection Division of Agricultural Resource Management or
214 visit <http://www.datcp.state.wi.us/> for more information.
215 **CONSERVATION RESERVE PROGRAM (CRP):** The CRP encourages farmers, through contracts with the U.S.
216 Department of Agriculture, to stop growing crops on highly erodible or environmentally sensitive land and instead to plant
217 a protective cover of grass or trees. CRP contracts run for 10 to 15 years, and owners receive an annual rent as well as
218 certain incentive payments and cost share assistance for establishing long-term, resource-conserving ground cover.
219 Removing lands from the CRP in breach of a contract can be quite costly. For more information call the state Farm Service
220 Agency office or visit <http://www.fsa.usda.gov/> .
221 **SHORELAND ZONING ORDINANCES:** All counties must adopt uniform shoreland zoning ordinances in compliance with
222 Wis. Admin. Code Chapter NR 115. County shoreland zoning ordinances apply to all unincorporated land within 1,000
223 feet of a navigable lake, pond or flowage or within 300 feet of a navigable river or stream and establish minimum standards
224 for building setbacks and height limits, cutting trees and shrubs, lot sizes, water runoff, impervious surface standards (that
225 may be exceeded if a mitigation plan is adopted and recorded) and repairs to nonconforming structures. Buyers must
226 conform to any existing mitigation plans. For more information call the county zoning office or visit <https://dnr.wi.gov/> .
227 Buyer is advised to check with the applicable city, town or village for additional shoreland zoning or shoreland-wetland
228 zoning restrictions, if any.
229 **FENCES:** Wis. Stat. § 90.03 requires the owners of adjoining properties to keep and maintain legal fences in equal shares
230 where one or both of the properties is used and occupied for farming or grazing purposes.
231 **CAUTION: Consider an agreement addressing responsibility for fences if Property or adjoining land is used and**
232 **occupied for farming or grazing purposes.**
233 **PROPERTY DEVELOPMENT WARNING:** If Buyer contemplates developing Property for a use other than the current use,
234 there are a variety of issues that should be addressed to ensure the development or new use is feasible. Buyer is solely
235 responsible to verify the current zoning allows for the proposed use of the Property at lines 251-255. Municipal and zoning
236 ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or uses
237 and therefore should be reviewed. Building permits, zoning or zoning variances, Architectural Control Committee approvals,
238 estimates for utility hook-up expenses, special assessments, changes for installation of roads or utilities, environmental
239 audits, subsoil tests, or other development related fees may need to be obtained or verified in order to determine the
240 feasibility of development of, or a particular use for, a property. Optional contingencies that allow Buyer to investigate certain
241 of these issues can be found at lines 244-304 and Buyer may add contingencies as needed in addenda (see line 686).

242 Buyer should review any plans for development or use changes to determine what issues should be addressed in these
 243 contingencies.

244 **PROPOSED USE CONTINGENCIES:** This Offer is contingent upon Buyer obtaining, at Buyer's expense, the reports or
 245 documentation required by any optional provisions checked on lines 256-281 below. The optional provisions checked on
 246 lines 256-281 shall be deemed satisfied unless Buyer, within N/A days ("30" if left blank) after acceptance, delivers: (1)
 247 written notice to Seller specifying those optional provisions checked below that cannot be satisfied and (2) written evidence
 248 substantiating why each specific provision referred to in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice,
 249 this Offer shall be null and void. Seller agrees to cooperate with Buyer as necessary to satisfy the contingency provisions
 250 checked at lines 256-281.

251 **Proposed Use:** Buyer is purchasing the Property for the purpose of: N/A

252 _____
 253 _____ **[insert proposed use**
 254 **and type or style of building(s), size and proposed building location(s), if a requirement of Buyer's condition to**
 255 **purchase, e.g.1400-1600 sq. ft. three-bedroom single family ranch home in northwest corner of lot].**

256 **ZONING:** Verification of zoning and that the Property's zoning allows Buyer's proposed use described at lines
 257 251-255.

258 **SUBSOILS:** Written evidence from a qualified soils expert that the Property is free of any subsoil condition that
 259 would make the proposed use described at lines 251-255 impossible or significantly increase the costs of such
 260 development.

261 **PRIVATE ONSITE WASTEWATER TREATMENT SYSTEM (POWTS) SUITABILITY:** Written evidence from a
 262 certified soils tester that: (a) the soils at the Property locations selected by Buyer, and (b) all other conditions that must
 263 be approved, meet the legal requirements in effect on the date of this Offer to obtain a permit for a POWTS for use of
 264 the Property as stated on lines 251-255. The POWTS (septic system) allowed by the written evidence must be one of
 265 the following POWTS that is approved by the State for use with the type of property identified at lines 251-255
 266 **ALL THAT APPLY** conventional in-ground; mound; at grade; in-ground pressure distribution; holding
 267 tank; other: _____.

268 **EASEMENTS AND RESTRICTIONS:** Copies of all public and private easements, covenants and restrictions
 269 affecting the Property and a written determination by a qualified independent third party that none of these prohibit or
 270 significantly delay or increase the costs of the proposed use or development identified at lines 251-255.

271 **APPROVALS/PERMITS:** Permits, approvals and licenses, as appropriate, or the final discretionary action by the
 272 granting authority prior to the issuance of such permits or building permit, approvals and licenses, for the following items
 273 related to Buyer's proposed use: _____

274 _____
 275 **UTILITIES:** Written verification of the location of the following utility service connections (e.g., on the Property, at
 276 the lot line, across the street, etc.) **CHECK AND COMPLETE AS APPLICABLE** :

277 electricity _____; gas _____; sewer _____;
 278 water _____; telephone _____; cable _____;
 279 other _____.

280 **ACCESS TO PROPERTY:** Written verification that there is legal vehicular access to the Property from public
 281 roads.

282 **LAND USE APPROVAL/PERMITS:** This Offer is contingent upon (Buyer)(Seller) **STRIKE ONE** ("Buyer" if neither
 283 stricken) obtaining the following, including all costs: a **CHECK ALL THAT APPLY** rezoning; conditional use permit;
 284 variance; other _____ for the Property for its proposed use described at lines 251-255.
 285 Seller agrees to cooperate with Buyer as necessary to satisfy this contingency. Buyer shall deliver, within _____ days of
 286 acceptance, written notice to Seller if any item cannot be obtained, in which case this Offer shall be null and void.

287 **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) **STRIKE ONE** ("Seller
 288 providing" if neither is stricken) a Map of the Property dated subsequent to the date of acceptance of this Offer prepared by
 289 a registered land surveyor, within _____ days ("30" if left blank) after acceptance, at (Buyer's) (Seller's) **STRIKE ONE**
 290 ("Seller's" if neither is stricken) expense. The map shall show minimum of _____ acres, maximum of _____
 291 acres, the legal description of the Property, the Property's boundaries and dimensions, visible encroachments upon the
 292 Property, the location of improvements, if any, and: _____

293 _____
 294 **STRIKE AND COMPLETE AS APPLICABLE** Additional map features that may
 295 be added include but are not limited to: staking of all corners of the Property; identifying dedicated and apparent streets; lot
 296 dimensions; total acreage or square footage; easements or rights-of-way.

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

299 This contingency shall be deemed satisfied unless Buyer, within 5 days after the deadline for delivery of said map, delivers
 300 to Seller a copy of the map and a written notice which identifies: (1) the significant encroachment; (2) information materially
 301 inconsistent with prior representations; or (3) failure to meet requirements stated within this contingency. Upon delivery of
 302 Buyer's notice, this Offer shall be null and void. Once the deadline for delivery has passed, if Seller was responsible to

303 provide the map and failed to timely deliver the map to Buyer, Buyer may terminate this Offer if Buyer delivers a written
304 notice of termination to Seller prior to Buyer's Actual Receipt of said map from Seller.

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

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

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

320 **NA INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 305-319).

321 (1) This Offer is contingent upon a qualified independent inspector conducting an inspection of the Property after the date
322 on line 1 of this Offer that discloses no Defects.

323 (2) This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing an
324 inspection of see Addendum A

325 _____ (list any Property component(s)
326 to be separately inspected, e.g., dumpsite, timber quality, invasive species, etc.) that discloses no Defects.

327 (3) Buyer may have follow-up inspections recommended in a written report resulting from an authorized inspection, provided
328 they occur prior to the Deadline specified at line 333. Inspection(s) shall be performed by a qualified independent
329 inspector or independent qualified third party.

330 Buyer shall order the inspection(s) and be responsible for all costs of inspection(s).

331 **CAUTION: Buyer should provide sufficient time for the Property inspection and/or any specialized inspection(s),**
332 **as well as any follow-up inspection(s).**

333 This contingency shall be deemed satisfied unless Buyer, within _____ days ("15" if left blank) after acceptance, delivers
334 to Seller a copy of the written inspection report(s) dated after the date on line 1 of this Offer and a written notice listing the
335 Defect(s) identified in those report(s) to which Buyer objects (Notice of Defects).

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

337 For the purposes of this contingency, Defects do not include structural, mechanical or other conditions the nature and extent
338 of which Buyer had actual knowledge or written notice before signing this Offer.

339 **NOTE: "Defect" as defined on lines 553-555 means a condition that would have a significant adverse effect on the**
340 **value of the Property; that would significantly impair the health or safety of future occupants of the Property; or**
341 **that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life**
342 **of the premises.**

343 **RIGHT TO CURE:** Seller (shall)(shall not) **STRIKE ONE** ("shall" if neither is stricken) have the right to cure the Defects.
344 If Seller has the right to cure, Seller may satisfy this contingency by:

345 (1) delivering written notice to Buyer within _____ ("10" if left blank) days after Buyer's delivery of the Notice of Defects
346 stating Seller's election to cure Defects;

347 (2) curing the Defects in a good and workmanlike manner; and

348 (3) delivering to Buyer a written report detailing the work done no later than three days prior to closing.

349 This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and:

350 (1) Seller does not have the right to cure; or

351 (2) Seller has the right to cure but:

352 (a) Seller delivers written notice that Seller will not cure; or

353 (b) Seller does not timely deliver the written notice of election to cure.

354 **IF LINE 355 IS NOT MARKED OR IS MARKED N/A LINES 403-414 APPLY.**

355 **NA FINANCING COMMITMENT CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written
356 _____ [loan type or specific lender, if any] first mortgage loan commitment as described
357 below, within _____ days after acceptance of this Offer. The financing selected shall be in an amount of not less than \$
358 _____ for a term of not less than _____ years, amortized over not less than _____ years. Initial
359 monthly payments of principal and interest shall not exceed \$ _____. Buyer acknowledges that lender's
360 required monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance
361 premiums, and private mortgage insurance premiums. The mortgage shall not include a prepayment premium. Buyer agrees
362 to pay discount points in an amount not to exceed _____ % ("0" if left blank) of the loan. If Buyer is using multiple loan

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363 sources or obtaining a construction loan or land contract financing, describe at lines 650-664 or in an addendum attached
364 per line 686. Buyer agrees to pay all customary loan and closing costs, wire fees, and loan origination fees, to promptly
365 apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. Seller agrees to allow
366 lender's appraiser access to the Property.

367 ■ **LOAN AMOUNT ADJUSTMENT:** If the purchase price under this Offer is modified, any financed amount, unless otherwise
368 provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the monthly payments
369 shall be adjusted as necessary to maintain the term and amortization stated above.

370 **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 371 or 372.**

371 **FIXED RATE FINANCING:** The annual rate of interest shall not exceed _____%.

372 **ADJUSTABLE RATE FINANCING:** The initial interest rate shall not exceed _____%. The initial interest rate
373 shall be fixed for _____ months, at which time the interest rate may be increased not more than _____% ("2" if
374 left blank) at the first adjustment and by not more than _____% ("1" if left blank) at each subsequent adjustment.

375 The maximum interest rate during the mortgage term shall not exceed the initial interest rate plus _____% ("8" if
376 left blank). Monthly payments of principal and interest may be adjusted to reflect interest changes.

377 ■ **SATISFACTION OF FINANCING COMMITMENT CONTINGENCY:** If Buyer qualifies for the loan described in this Offer
378 or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of a written loan commitment.

379 This contingency shall be satisfied if, after Buyer's review, Buyer delivers to Seller a copy of a written loan commitment
380 (even if subject to conditions) that is:

381 (1) signed by Buyer; or

382 (2) accompanied by Buyer's written direction for delivery.

383 Delivery of a loan commitment by Buyer's lender or delivery accompanied by a notice of unacceptability shall not satisfy
384 this contingency.

385 **CAUTION: The delivered loan commitment may contain conditions Buyer must yet satisfy to obligate the lender to**
386 **provide the loan. Buyer understands delivery of a loan commitment removes the Financing Commitment**
387 **Contingency from the Offer and shifts the risk to Buyer if the loan is not funded.**

388 ■ **SELLER TERMINATION RIGHTS:** If Buyer does not deliver a loan commitment on or before the Deadline on line 357.
389 Seller may terminate this Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of
390 written loan commitment from Buyer.

391 ■ **FINANCING COMMITMENT UNAVAILABILITY:** If a financing commitment is not available on the terms stated in this
392 Offer (and Buyer has not already delivered an acceptable loan commitment for other financing to Seller), Buyer shall
393 promptly deliver written notice to Seller of same including copies of lender(s)' rejection letter(s) or other evidence of
394 unavailability.

395 **SELLER FINANCING:** Seller shall have 10 days after the earlier of:

396 (1) Buyer delivery of written notice of evidence of unavailability as noted in lines 391-394; or

397 (2) the Deadline for delivery of the loan commitment on line 357,

398 to deliver to Buyer written notice of Seller's decision to (finance this transaction with a note and mortgage under the same
399 terms set forth in this Offer, and this Offer shall remain in full force and effect, with the time for closing extended accordingly.

400 If Seller's notice is not timely given, the option for Seller to provide financing shall be considered waived. Buyer agrees to
401 cooperate with and authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit
402 worthiness for Seller financing.

403 **IF THIS OFFER IS NOT CONTINGENT ON FINANCING COMMITMENT** Within _____ days ("7" if left blank) after
404 acceptance, Buyer shall deliver to Seller either:

405 (1) reasonable written verification from a financial institution or third party in control of Buyer's funds that Buyer has, at
406 the time of verification, sufficient funds to close; or

407 (2) _____
408 _____ [Specify documentation Buyer agrees to deliver to Seller].

409 If such written verification or documentation is not delivered, Seller has the right to terminate this Offer by delivering written
410 notice to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written verification. Buyer may or may not obtain
411 mortgage financing but does not need the protection of a financing commitment contingency. Seller agrees to allow Buyer's
412 appraiser access to the Property for purposes of an appraisal. Buyer understands and agrees that this Offer is not subject
413 to the appraisal meeting any particular value, unless this Offer is subject to an appraisal contingency, nor does the right of
414 access for an appraisal constitute a financing commitment contingency.

415 **APPRAISAL CONTINGENCY:** This Offer is contingent upon Buyer or Buyer's lender having the Property appraised
416 at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated
417 subsequent to the date stated on line 1 of this Offer, indicating an appraised value for the Property equal to or greater than
418 the agreed upon purchase price.

419 This contingency shall be deemed satisfied unless Buyer, within _____ days after acceptance, delivers to Seller a copy
420 of the appraisal report indicating an appraised value less than the agreed upon purchase price, and a written notice objecting
421 to the appraised value.

422 ■ **RIGHT TO CURE:** Seller (shall)(shall not) **STRIKE ONE** ("shall" if neither is stricken) have the right to cure.

423 If Seller has the right to cure, Seller may satisfy this contingency by delivering written notice to Buyer adjusting the purchase
424 price to the value shown on the appraisal report within _____ days ("5" if left blank) after Buyer's delivery of the appraisal

425 report and the notice objecting to the appraised value. Seller and Buyer agree to promptly execute an amendment initiated
426 by either party after delivery of Seller's notice, solely to reflect the adjusted purchase price.

427 This Offer shall be null and void if Buyer makes timely delivery of the notice objecting to appraised value and the written
428 appraisal report and:

429 (1) Seller does not have the right to cure; or

430 (2) Seller has the right to cure but:

431 (a) Seller delivers written notice that Seller will not adjust the purchase price; or

432 (b) Seller does not timely deliver the written notice adjusting the purchase price to the value shown on the appraisal
433 report.

434 **NOTE: An executed FHA, VA or USDA Amendatory clause may supersede this contingency.**

435 **NA CLOSING OF BUYER'S PROPERTY CONTINGENCY:** This Offer is contingent upon the closing of the sale of
436 Buyer's property located at _____

437 no later than _____ (the Deadline). If closing does not occur by the Deadline, this Offer shall
438 become null and void unless Buyer delivers to Seller, on or before the Deadline, reasonable written verification from a
439 financial institution or third party in control of Buyer's funds that Buyer has, at the time of verification, sufficient funds to close
440 or proof of bridge loan financing, along with a written notice waiving this contingency. Delivery of verification or proof of
441 bridge loan shall not extend the closing date for this Offer.

442 **BUMP CLAUSE:** If Seller accepts a bona fide secondary offer, Seller may give written notice to Buyer that another
443 offer has been accepted. If Buyer does not deliver to Seller the documentation listed below within _____ hours ("72" if
444 left blank) after Buyer's Actual Receipt of said notice, this Offer shall be null and void. Buyer must deliver the following:

445 (1) Written waiver of the Closing of Buyer's Property Contingency if line 435 is marked;

446 (2) Written waiver of _____
447 _____ (name other contingencies, if any); and

448 (3) Any of the following checked below:

449 Proof of bridge loan financing.

450 Proof of ability to close from a financial institution or third party in control of Buyer's funds which shall provide
451 Seller with reasonable written verification that Buyer has, at the time of verification, sufficient funds to close.

452 Other: _____

453 _____
454 [insert other requirements, if any (e.g., payment of additional earnest money, etc.)]

455 **NA SECONDARY OFFER:** This Offer is secondary to a prior accepted offer. This Offer shall become primary upon
456 delivery of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer
457 notice prior to any Deadline, nor is any particular secondary buyer given the right to be made primary ahead of other
458 secondary buyers. Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to
459 delivery of Seller's notice that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than _____ days ("7"
460 if left blank) after acceptance of this Offer. All other Offer Deadlines that run from acceptance shall run from the time this
461 Offer becomes primary.

462 **HOMEOWNERS ASSOCIATION** If this Property is subject to a homeowners association, Buyer is aware the Property may
463 be subject to periodic association fees after closing and one-time fees resulting from transfer of the Property. Any one-time
464 fees resulting from transfer of the Property shall be paid at closing by (Seller) (Buyer) **STRIKE ONE** ("Buyer" if neither is
465 stricken).

466 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values:
467 real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners or homeowners
468 association assessments, fuel and **N/A**

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

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

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

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

475 **NA** Current assessment times current mill rate (current means as of the date of closing).

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

478 **NA** _____

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

483 **NA** Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on
484 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

485 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall
 486 re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation
 487 and is the responsibility of the Parties to complete, not the responsibility of the real estate Firms in this transaction.

488 **TITLE EVIDENCE**

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

495 _____
 496 _____ (insert other allowable exceptions from title, if
 497 any) that constitutes merchantable title for purposes of this transaction. Seller, at Seller's cost, shall complete and execute
 498 the documents necessary to record the conveyance and pay the Wisconsin Real Estate Transfer Fee.

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

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

506 ■ **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's)(Buyer's)
 507 **STRIKE ONE** ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded
 508 after the commitment date of the title insurance commitment and before the deed is recorded, subject to the title insurance
 509 policy conditions, exclusions and exceptions, provided the title company will issue the coverage. If a gap endorsement or
 510 equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 516-
 511 523).

512 ■ **DELIVERY OF MERCHANTABLE TITLE:** The required title insurance commitment shall be delivered to Buyer's attorney
 513 or Buyer not more than 15 days after acceptance ("15" if left blank), showing title to the Property as of a date no more
 514 than 15 days before delivery of such title evidence to be merchantable per lines 489-498, subject only to liens which will be
 515 paid out of the proceeds of closing and standard title insurance requirements and exceptions, as appropriate.

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

524 ■ **SPECIAL ASSESSMENTS/OTHER EXPENSES:** Special assessments, if any, levied or for work actually commenced
 525 prior to the date stated on line 1 of this Offer shall be paid by Seller no later than closing. All other special assessments
 526 shall be paid by Buyer. "Levied" means the local municipal governing body has adopted and published a final resolution
 527 describing the planned improvements and the assessment of benefits.

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

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

537 _____
 538 _____ . Insert additional terms, if any, at lines 650-664 or attach as an addendum per line 686.

539 **DEFINITIONS**

540 ■ **ACTUAL RECEIPT:** "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document
 541 or written notice physically in the Party's possession, regardless of the method of delivery. If the document or written notice
 542 is electronically delivered, Actual Receipt shall occur when the Party opens the electronic transmission.

543 ■ **BUSINESS DAY:** "Business Day" means a calendar day other than Saturday, Sunday, any legal public holiday under
 544 Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive

Property Address: Parcel #9571240,

545 registered mail or make regular deliveries on that day.

546 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by
547 excluding the day the event occurred and by counting subsequent calendar days. The Deadline expires at Midnight on the
548 last day. Additionally, Deadlines expressed as a specific number of Business Days are calculated in the same manner
549 except that only Business Days are counted while other days are excluded. Deadlines expressed as a specific number of
550 "hours" from the occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by
551 counting 24 hours per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific
552 event, such as closing, expire at Midnight of that day. "Midnight" is defined as 11:59 p.m. Central Time.

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

556 ■ **FIRM:** "Firm" means a licensed sole proprietor broker or a licensed broker business entity.

557 ■ **PARTY:** "Party" means the Buyer or the Seller; "Parties" refers to both the buyer and the Seller.

558 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-8.

559 **INCLUSION OF OPTIONAL PROVISIONS** Terms of this Offer that are preceded by an OPEN BOX () are part of
560 this offer ONLY if the box is marked such as with an "X". They are not part of this offer if marked "N/A" or are left blank.

561 **PROPERTY DIMENSIONS AND SURVEYS** Buyer acknowledges that any land dimensions, or total acreage or square
562 footage figures, provided to Buyer by Seller or by a Firm or its agents, may be approximate because of rounding, formulas
563 used or other reasons, unless verified by survey or other means.

564 **CAUTION: Buyer should verify total square footage formula, total square footage/acreage figures, and land
565 dimensions, if material.**

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

573 **MAINTENANCE** Seller shall maintain the Property and all personal property included in the purchase price until the earlier
574 of closing or Buyer's occupancy, in materially the same condition it was in as of the date on line 1 of this Offer, except for
575 ordinary wear and tear.

576 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING** If, prior to closing, the Property is damaged in an
577 amount not more than five percent of the purchase price, other than normal wear and tear, Seller shall promptly notify Buyer
578 in writing, and will be obligated to restore the Property to materially the same condition it was in as of the date on line 1 of
579 this Offer. Seller shall provide Buyer with copies of all required permits and lien waivers for the lienable repairs no later than
580 closing. If the amount of damage exceeds five percent of the purchase price, Seller shall promptly notify Buyer in writing of
581 the damage and this Offer may be terminated at option of Buyer. Should Buyer elect to carry out this Offer despite such
582 damage, Buyer shall be entitled to the insurance proceeds, if any, relating to the damage to the Property, plus a credit
583 towards the purchase price equal to the amount of Seller's deductible on such policy, if any. However, if this sale is financed
584 by a land contract or a mortgage to Seller, any insurance proceeds shall be held in trust for the sole purpose of restoring
585 the Property.

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

590 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in
591 this Offer at lines 534-538 or in an addendum attached per line 686, or lines 650-664 if the Property is leased. At time of
592 Buyer's occupancy, Property shall be free of all debris, refuse, and personal property except for personal property belonging
593 to current tenants, or sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

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

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

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

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

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

Property Address: Parcel #9571240, ,

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

609 **NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES**
610 **SHOULD READ THIS DOCUMENT CAREFULLY. THE FIRM AND ITS AGENTS MAY PROVIDE A GENERAL**
611 **EXPLANATION OF THE PROVISIONS OF THE OFFER BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR**
612 **OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OFFER OR HOW TITLE SHOULD BE TAKEN AT**
613 **CLOSING. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.**

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

617 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and persons
618 registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at <http://www.doc.wi.gov>
619 or by telephone at (608) 240-5830.

620 **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA)** Section 1445 of the Internal Revenue Code (IRC)
621 provides that a transferee (Buyer) of a United States real property interest must pay or withhold as a tax up to 15% of the
622 total "Amount Realized" in the sale if the transferor (Seller) is a "Foreign Person" and no exception from FIRPTA withholding
623 applies. A "Foreign Person" is a nonresident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign
624 estate. The "Amount Realized" is the sum of the cash paid, the fair market value of other property transferred, and the
625 amount of any liability assumed by Buyer.

626 **CAUTION: Under this law if Seller is a Foreign Person, and Buyer does not pay or withhold the tax amount, Buyer**
627 **may be held directly liable by the U.S. Internal Revenue Service for the unpaid tax and a tax lien may be placed**
628 **upon the Property.**

629 Seller hereby represents that Seller is a non-Foreign Person, unless (1) Seller represents Seller is a Foreign Person in a
630 condition report incorporated in this Offer per lines 94-97, or (2) no later than 10 days after acceptance, Seller delivers
631 notice to Buyer that Seller is a Foreign Person, in which cases the provisions on lines 637-639 apply.

632 **IF SELLER IS A NON-FOREIGN PERSON.** Seller shall, no later than closing, execute and deliver to Buyer, or a qualified
633 substitute (attorney or title company as stated in IRC § 1445), a sworn certification under penalties of perjury of Seller's
634 non-foreign status in accordance with IRC § 1445. If Seller fails to timely deliver certification of Seller's non-foreign status,
635 Buyer shall: (1) withhold the amount required to be withheld pursuant to IRC § 1445; or, (2) declare Seller in default of this
636 Offer and proceed under lines 601-608.

637 **IF SELLER IS A FOREIGN PERSON.** If Seller has represented that Seller is a Foreign Person, Buyer shall withhold the
638 amount required to be withheld pursuant to IRC § 1445 at closing unless the Parties have amended this Offer regarding
639 amounts to be withheld, any withholding exemption to be applied, or other resolution of this provision.

640 **COMPLIANCE WITH FIRPTA.** Buyer and Seller shall complete, execute, and deliver, on or before closing, any instrument,
641 affidavit, or statement needed to comply with FIRPTA, including withholding forms. If withholding is required under IRC
642 §1445, and the net proceeds due Seller are not sufficient to satisfy the withholding required in this transaction, Seller shall
643 deliver to Buyer, at closing, the additional funds necessary to satisfy the applicable withholding requirement. Seller also
644 shall pay to Buyer an amount not to exceed \$1,000 for actual costs associated with the filing and administration of forms,
645 affidavits, and certificates necessary for FIRPTA withholding and any withholding agent fees.

646 **Any representations made by Seller with respect to FIRPTA shall survive the closing and delivery of the deed.**
647 Firms, Agents, and Title Companies are not responsible for determining FIRPTA status or whether any FIRPTA exemption
648 applies. The Parties are advised to consult with their respective independent legal counsel and tax advisors regarding
649 FIRPTA.

650 **ADDITIONAL PROVISIONS/CONTINGENCIES** within five (5) days of Buyer's receipt of the
651 report, the Buyer may terminate this Offer and all earnest money is to be returned to
652 Buyer, if the report discloses a defect or condition of which the Buyer was previously
653 unaware, to which Buyer, in Buyer's sole discretion, objects.

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655 See Addendum A attached with this Offer to Purchase.

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665 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and
666 written notices to a Party shall be effective only when accomplished by one of the authorized methods specified at lines
667 668-683.

668 (1) **Personal**: giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at
669 line 670 or 671.

670 Name of Seller's recipient for delivery, if any: Matt Rehbein

671 Name of Buyer's recipient for delivery, if any: Adam Figruin

672 **NA** (2) **Fax**: fax transmission of the document or written notice to the following number:

673 Seller: (_____) Buyer: (_____)

674 **NA** (3) **Commercial**: depositing the document or written notice, fees prepaid or charged to an account, with a commercial
675 delivery service, addressed either to the Party, or to the Party's recipient for delivery, for delivery to the Party's address at
676 line 679 or 680.

677 **NA** (4) **U.S. Mail**: depositing the document or written notice, postage prepaid, in the U.S. Mail, addressed either to the
678 Party, or to the Party's recipient for delivery, for delivery to the Party's address.

679 Address for Seller: _____

680 Address for Buyer: _____

681 (5) **Email**: electronically transmitting the document or written notice to the email address.

682 Email Address for Seller: matthew.rehbein@appleton.org

683 Email Address for Buyer: adamf@naipfefferle.com

684 **PERSONAL DELIVERY/ACTUAL RECEIPT** Personal delivery to, or Actual Receipt by, any named Buyer or Seller
685 constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.

686 **ADDENDA**: The attached Addendum A is/are made part of this Offer.

687 This Offer was drafted by [Licensee and Firm] Adam Figurin /NAI Pfefferle

688 _____

689 (x) Buyer's Signature *Fredric Jacques* Print Name Here See Addendum A River Valley One, LLC or assigns Date 06/03/2022

691 (x) Buyer's Signature *Fredric Jacques* Print Name Here Fredric Jacques, Member Date ▲

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

697 (x) Seller's Signature _____ Print Name Here City of Appleton Date ▲

699 (x) Seller's Signature _____ Print Name Here _____ Date ▲

701 This Offer was presented to Seller by [Licensee and Firm] Adam Figurin /NAI Pfefferle

702 _____ on _____ at _____ a.m./p.m.

703 This Offer is rejected _____ This Offer is countered [See attached counter] _____
704 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

Addendum A
Vacant Land Offer to Purchase
6/3/2022
River Valley One, LLC and or assigns
Parcel #: 9571240 City of Appleton Southpoint Industrial Park

The Buyer, River Valley One, LLC and or assigns

Due Diligence- Buyer shall have a period of one hundred and twenty (120) days after acceptance with two (2) thirty (30) day extensions ("Due Diligence Period") to perform such tasks, studies, investigations and/or tests, as are necessary or appropriate, in Buyer's reasonable discretion, to determine if Buyer can or desires to purchase and develop the Property for Buyer's intended use of construction of an Industrial facility. Notwithstanding any other provision set forth in this Offer, Buyer shall have the right, in Buyer's reasonable discretion, to terminate this Offer upon written notice to Seller, by delivering such notice to Seller on or before the expiration of the Due Diligence period. In the event Buyer terminates this Offer, as contemplated herein, all earnest money paid shall be immediately returned to the Buyer. Upon exercising the first thirty (30) day extension \$5,000 of the earnest money shall become nonrefundable. Upon exercising the second thirty (30) day extension \$5,000 of the earnest money shall become nonrefundable.

Seller agrees to pay NAI Pfefferle a commission of 8% upon closing.

Exhibit B Deed Restrictions

S O U T H  P O I N T

C O M M E R C E P A R K

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. ***Variations:***

Notwithstanding anything contained herein to the contrary, the City of Appleton expressly reserves the right at any time to authorize in writing variations 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

Eisenhower Drive

Future Pond

Plank Road (County Highway AP)

Destination Drive (Private)

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

9-5712-12
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

9-5712-11
Lot 11
SCP Plat No. 1
3.25 acres
\$40,000/acre

9-5712-10
Arrow Moving
Systems, Inc

9-5712-9
Lot 9
SCP Plat No. 1
3.28 acres
Office Use
\$45,000/acre

9-5712-14
Lot 14
SCP Plat No. 2
2.16 acres
\$45,000 per acre

9-5712-25
Lot 25
SCP Plat No. 2
4.88 acres
\$40,000/acre

9-5712-15
Lot 15
SCP Plat No. 2
4.83 acres
\$40,000/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

Endeavor Drive

Vantage Drive

Quest Drive

9-5712-24
Lot 24
SCP Plat No. 2
2.88 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

9-5712-26
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

9-5712-29
Lot 29
SCP Plat
No. 3
1.74 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

9-5712-20
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
1.65 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

9-5712-33
Lot 33
SCP Plat
No. 3
1.80 acres
\$40,000/acre

9-5712-33
Lot 33
SCP Plat
No. 3
1.80 acres
\$40,000/acre

9-5712-33
Lot 33
SCP Plat
No. 3
1.80 acres
\$40,000/acre

9-5712-33
Lot 33
SCP Plat
No. 3
1.80 acres
\$40,000/acre

9-5712-33
Lot 33
SCP Plat
No. 3
1.80 acres
\$40,000/acre

9-5712-33
Lot 33
SCP Plat
No. 3
1.80 acres
\$40,000/acre

9-5712-33
Lot 33
SCP Plat
No. 3
1.80 acres
\$40,000/acre

9-5712-33
Lot 33
SCP Plat
No. 3
1.80 acres
\$40,000/acre

9-5712-33
Lot 33
SCP Plat
No. 3
1.80 acres
\$40,000/acre

9-5712-33
Lot 33
SCP Plat
No. 3
1.80 acres
\$40,000/acre

9-5712-33
Lot 33
SCP Plat
No. 3
1.80 acres
\$40,000/acre

9-5712-33
Lot 33
SCP Plat
No. 3
1.80 acres
\$40,000/acre

Officially Mapped Midway Road

Midway Road

Coop Road



SOUTHPOINT COMMERCIAL PARK PLAT NO. 3

PART OF THE NW 1/4 OF THE SE 1/4, THE NE 1/4 OF THE SW 1/4, THE SW 1/4 OF THE SE 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.

SURVEYOR'S CERTIFICATE

I, Thomas M. Krowm, Registered Land Surveyor, hereby certify:

That I have surveyed and plotted the plat of the Southpoint Commercial Park Plat No. 3, being a part of the Northwest Quarter (NW 1/4) of the Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4) and the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4) of Section 4, Township 20 North, Range 18 East, in the City of Appleton, Calumet County, Wisconsin, as shown on the attached plat, and that the same is in accordance with the provisions of Chapter 236 of the Wisconsin Statutes, and the subdivision regulations of the City of Appleton in surveying, dividing and mapping the same.

Witness my hand this _____ day of _____, 2006.

Thomas M. Krowm, Wisconsin Registered Land Surveyor No. 52005.
 Revised this 30th day of June, 2006.

That I have fully complied with the provisions of Chapter 236 of the Wisconsin Statutes and the City of Appleton subdivision ordinance in surveying, dividing and mapping the same.

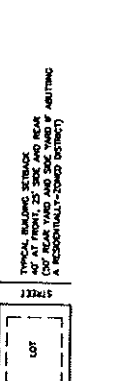
That each plat is a correct representation of all exterior boundaries of the land surveyed and the subdivision thereof made. That I have made such land division and plat by the direction of owners, shown below.

That I have fully complied with the provisions of Chapter 236 of the Wisconsin Statutes, and the subdivision regulations of the City of Appleton in surveying, dividing and mapping the same.

Given under my hand this _____ day of _____, 2006.

LEGEND

- DISTINGUISH 3/4" BORN REBAR
- 1/4" x 3/4" BORN REBAR
- () MEASUREMENTS OF RECORD
- ALL OTHER LOT CORNERS MONUMENTED WITH 3/4" x 3/4" BORN REBAR, MONUMENTED 1/2" DIA. METAL POST
- - - - - PROPOSED 1/2" DIA. UTILITY EMBODIMENT (UNLESS OTHERWISE NOTED)
- CORNER AREA = 1/2" x 1/2" DIA. METAL POST
- STREET AREA = 1/2" x 1/2" DIA. METAL POST
- ALL OTHER CORNERS MEASURED AND COMPARED TO THE NEAREST 0.01 FOOT
- ALL MEASUREMENTS TO THE NEAREST 0.01 FOOT

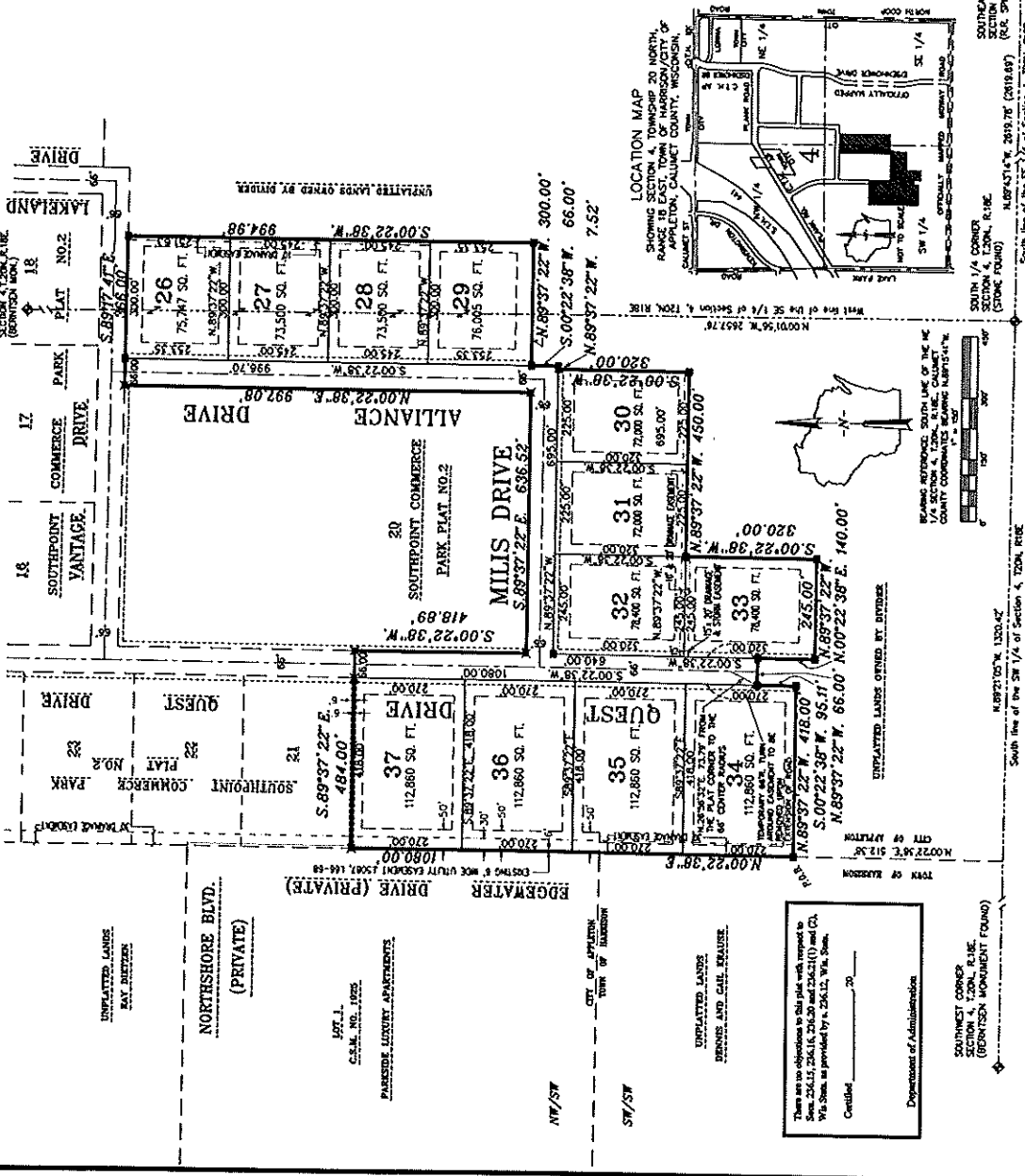


APPROVAL AGENCIES
 CITY OF APPLETON

AGENCIES HAVING AUTHORITY TO OBJECT
 DEPARTMENT OF ADMINISTRATION
 CALUMET COUNTY PLANNING AND ZONING COMMISSION

CITY OF APPLETON
 DEPARTMENT OF PUBLIC WORKS
 Engineering Division
 100 North Appleton Street
 Appleton, WI 54911
 (920) 832-474
 FAX (920) 832-489

THIS INSTRUMENT DRAFTED BY: T. KROWM



This plat is subject to all other maps, surveys, and records of record in the office of the Register of Deeds and Call Trause, Calumet County, Wisconsin, as provided by s. 236.12, Wis. Stats.

Certified _____

Department of Administration

SOUTHWEST CORNER
 SECTION 4, T20N, R18E,
 (BERTSON MONUMENT FOUND)

SOUTHWEST CORNER
 SECTION 4, T20N, R18E,
 (R.G. SPRIG FOUND)

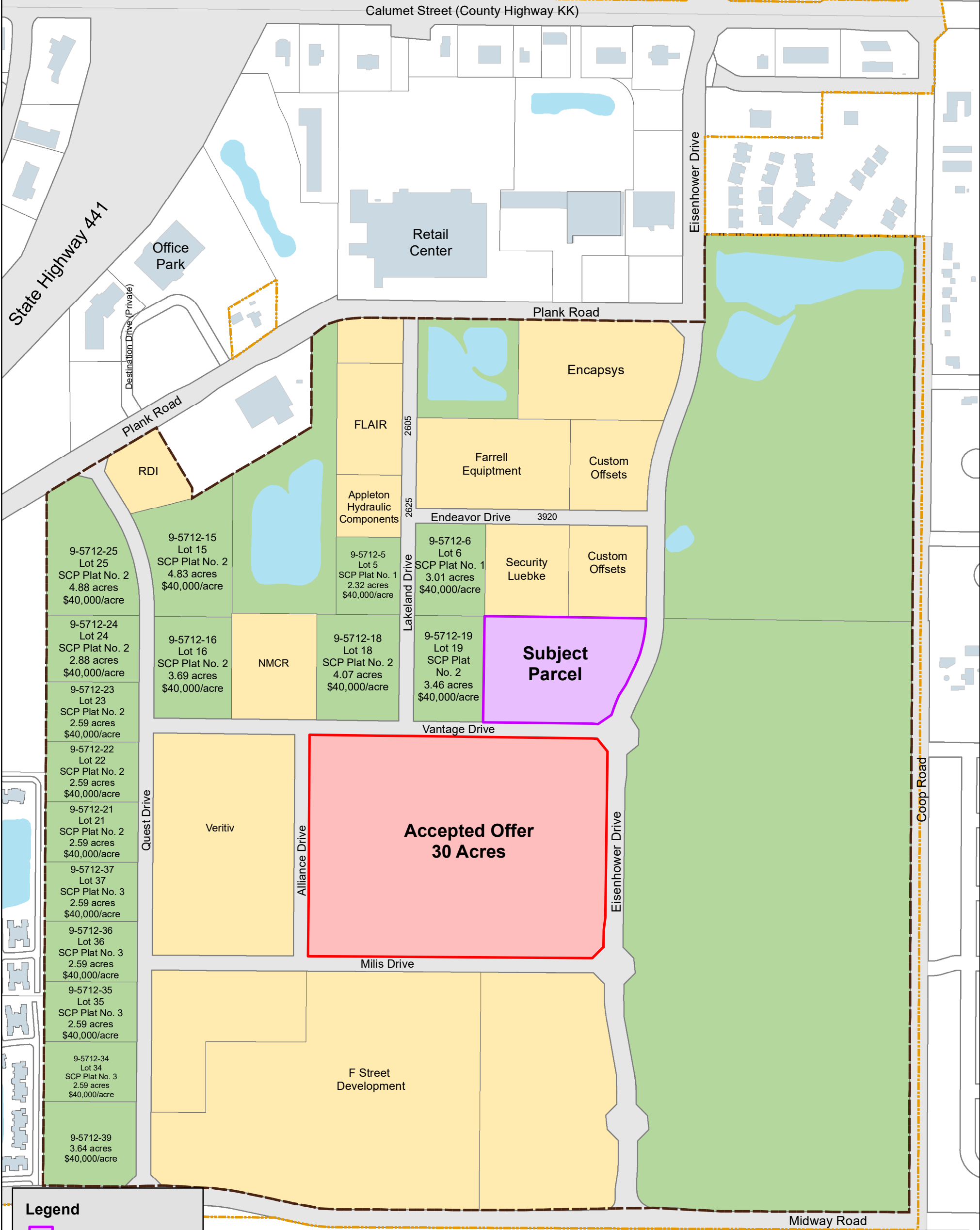
South line of the SW 1/4 of Section 4, T20N, R18E

South line of the SE 1/4 of Section 4, T20N, R18E

South line of the SW 1/4 of Section 4, T20N, R18E

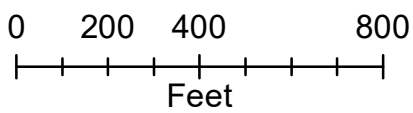
South line of the SE 1/4 of Section 4, T20N, R18E

Southpoint Commerce Park Appleton, Wisconsin



Legend

- Subject Parcel
- Accepted Offer
- City Limits
- Park Boundary
- For Sale (City Owned)
- Privately Owned Parcels





MEMORANDUM

TO: Community and Economic Development Committee

FROM: Matt Rehbein, Economic Development Specialist

DATE: June 8, 2022

RE: Waiver of Repurchase Right for Tax Key #31-1-6510-18, Northeast Business Park Plat 2, Lot 18, Northeast corner of Enterprise Avenue and Intertech Court

The City received a request for a variance to the City's Deed Restrictions and Covenants related to repurchase rights from Romenesko Developments, Inc., on behalf of Single Month, LLC, for Northeast Business Park Plat 2, Lot 18. The requested waiver document is attached.

This lot is located in the Northeast Business Park and comprises approximately 2.07 acres. The sales price on the accepted offer is \$615,000 (\$297,101.45/acre). Staff recommends a variance to facilitate development on the site in this case only.

Staff Recommendation:

The Community and Economic Development Committee provide a variance to the City's Repurchase Rights for Northeast Business Park Plat 2, Lot 18 allowing the transfer from Single Month, LLC to Joe Neilitz and/or Assigns **BE APPROVED**. This waiver of repurchase rights is not transferable, survivable, or assignable, and the City's repurchase rights would remain on this property.

Brenda Broeske

From: Romenesko Developments, Inc. <rdi-appleton@att.net>
Sent: Wednesday, March 2, 2022 12:56 PM
To: Matthew Rehbein
Cc: Greg Landwehr
Subject: Lot 18, Appleton Northeast Business Park
Attachments: Lot 18-Enterprise_OTP.pdf

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Hello Mr. Rehbein -

Attached is a copy of an offer to purchase, we accepted yesterday, for Lot 18 in the Appleton Northeast Business Park (corner of Enterprise Avenue and Intertech Drive), parcel number 311651018. It is owned by one of Carl D. Romenesko's entities, Single Month, LLC. The lot has been on the market for a number of years, originally listed with Patrick Connor of NAI Pfefferle. Pat has indicated that he informed the City at the time of the original listing that it was for sale.

The Covenants indicates that the City of Appleton shall have the right to repurchase the property. We are requesting that the City reject repurchase and allow us to continue with the sale.

Please confirm receipt of this e-mail and let me know if you need anything else as time is of the essence.

Thank You,
Kristin Ginthum
Executive Assistant

Romenesko Developments, Inc.

1818 E Wisconsin Avenue. Appleton, WI 54911
Office: (920)731-5850 | Fax: (920)731-8750
www.rdi2build.com

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

WB-13 VACANT LAND OFFER TO PURCHASE

1 LICENSEE DRAFTING THIS OFFER ON February 25, 2022 [DATE] IS (AGENT OF BUYER)
2 (~~AGENT OF SELLER/LISTING FIRM~~) (~~AGENT OF BUYER AND SELLER~~) **STRIKE THOSE NOT APPLICABLE**

3 The Buyer, Joe Neilitz and/or assigns

4 offers to purchase the Property known as Tax ID of 311651018

5 NE corner of Enterprise Avenue and Intertech Drive, Appleton

6 [e.g., Street Address, Parcel Number(s), legal description, or insert additional description, if any, at lines 650-664, or
7 attach as an addendum per line 686] in the _____ of _____

8 County of Wisconsin, on the following terms:

9 **PURCHASE PRICE** The purchase price is Six Hundred Fifteen Thousand
10 _____ Dollars (\$ 615,000.00).

11 **INCLUDED IN PURCHASE PRICE** Included in purchase price is the Property, all Fixtures on the Property as of the date
12 stated on line 1 of this Offer (unless excluded at lines 17-18), and the following additional items: _____

13
14 **NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are included
15 or not included. Annual crops are not part of the purchase price unless otherwise agreed.**

16 **NOT INCLUDED IN PURCHASE PRICE** Not included in purchase price is Seller's personal property (unless included at
17 lines 12-13) and the following: _____

18
19 **CAUTION: Identify Fixtures that are on the Property (see lines 21-25) to be excluded by Seller or that are rented
20 and will continue to be owned by the lessor.**

21 "Fixture" is defined as an item of property which is physically attached to or so closely associated with land so as to be
22 treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage
23 to the premises, items specifically adapted to the premises and items customarily treated as fixtures, including, but not
24 limited to, all: perennial crops, garden bulbs, plants, shrubs and trees; fences; storage buildings on permanent foundations
25 and docks/piers on permanent foundations.

26 **CAUTION: Exclude any Fixtures to be retained by Seller or that are rented on lines 17-18 or at lines 650-664 or in
27 an addendum per line 686.**

28 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer
29 on or before February 29th ~~February 28, 2022 5pm CST~~ March 1st, 2022

30 Seller may keep the Property on the market and accept secondary offers after binding acceptance of this Offer.

31 **CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.**

32 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical
33 copies of the Offer.

34 **CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term
35 Deadlines running from acceptance provide adequate time for both binding acceptance and performance.**

36 **CLOSING** This transaction is to be closed on 30 days after all contingencies have been waived

37
38 at the place selected by Seller, unless otherwise agreed by the Parties in writing. If the date for closing falls on a Saturday,
39 Sunday, or a federal or a state holiday, the closing date shall be the next Business Day

40 **CAUTION: To reduce the risk of wire transfer fraud, any wiring instructions received should be independently
41 verified by phone or in person with the title company, financial institution, or entity directing the transfer. The real
42 estate licensees in this transaction are not responsible for the transmission or forwarding of any wiring or money
43 transfer instructions.**

44 **EARNEST MONEY**
45 ■ EARNEST MONEY of \$ _____ accompanies this Offer.

46 If Offer was drafted by a licensee, receipt of the earnest money accompanying this Offer is acknowledged.

47 ■ EARNEST MONEY of \$ 15,000.00 will be mailed, or commercially, electronically
48 or personally delivered within _____ days ("5" if left blank) after acceptance.

49 All earnest money shall be delivered to and held by (listing-Firm) (drafting Firm) (other identified as title company
50 agreed to by both parties) **STRIKE THOSE NOT APPLICABLE**

51 (listing Firm if none chosen; if no listing Firm, then drafting Firm; if no Firm then Seller).

52 **CAUTION: If a Firm does not hold earnest money, an escrow agreement should be drafted by the Parties or an
53 attorney as lines 56-76 do not apply. If someone other than Buyer pays earnest money, consider a special
54 disbursement agreement.**

55 ■ THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise agreed in writing.

56 ■ **DISBURSEMENT IF EARNEST MONEY HELD BY A FIRM:** If negotiations do not result in an accepted offer and the
57 earnest money is held by a Firm, the earnest money shall be promptly disbursed (after clearance from payer's depository
58 institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest money shall
59 be disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according
60 to a written disbursement agreement signed by all Parties to this Offer. If said disbursement agreement has not been
61 delivered to the Firm holding the earnest money within 60 days after the date set for closing, that Firm may disburse the
62 earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller;
63 (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; (4)
64 upon authorization granted within this Offer; or (5) any other disbursement required or allowed by law. The Firm may retain
65 legal services to direct disbursement per (1) or to file an interpleader action per (2) and the Firm may deduct from the
66 earnest money any costs and reasonable attorneys' fees, not to exceed \$250, prior to disbursement.

67 ■ **LEGAL RIGHTS/ACTION:** The Firm's disbursement of earnest money does not determine the legal rights of the Parties
68 in relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by the Firm holding the earnest
69 money. At least 30 days prior to disbursement per (1), (4) or (5) above, where the Firm has knowledge that either Party
70 disagrees with the disbursement, the Firm shall send Buyer and Seller written notice of the intent to disburse by certified
71 mail. If Buyer or Seller disagrees with the Firm's proposed disbursement, a lawsuit may be filed to obtain a court order
72 regarding disbursement. Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of
73 residential property with one-to-four dwelling units. Buyer and Seller should consider consulting attorneys regarding their
74 legal rights under this Offer in case of a dispute. Both Parties agree to hold the Firm harmless from any liability for good
75 faith disbursement of earnest money in accordance with this Offer or applicable Department of Safety and Professional
76 Services regulations concerning earnest money. See Wis. Admin. Code Ch. REEB 18.

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

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

83 **VACANT LAND DISCLOSURE REPORT** Wisconsin law requires owners of real property that does not include any
84 buildings to provide Buyers with a Vacant Land Disclosure Report. Excluded from this requirement are sales exempt from
85 the real estate transfer fee and sales by certain court-appointed fiduciaries, for example, personal representatives, who
86 have never occupied the Property. The form of the Report is found in Wis. Stat. § 709.033. The law provides: "§ 709.02
87 Disclosure . . . the owner of the property shall furnish, not later than 10 days after acceptance of a contract of sale . . . , to
88 the prospective buyer of the property a completed copy of the report . . . A prospective buyer who does not receive a report
89 within the 10 days may, within 2 business days after the end of that 10-day period, rescind the contract of sale . . . by
90 delivering a written notice of rescission to the owner or the owner's agent." Buyer may also have certain rescission rights if
91 a Vacant Land Disclosure Report disclosing defects is furnished before expiration of the 10 days, but after the Offer is
92 submitted to Seller. Buyer should review the report form or consult with an attorney for additional information regarding
93 rescission rights.

94 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has
95 no notice or knowledge of Conditions Affecting the Property or Transaction (lines 101-181) other than those identified in
96 Seller's Vacant Land Disclosure Report dated _____, which was received by Buyer prior to Buyer
97 signing this Offer and that is made a part of this Offer by reference **COMPLETE DATE OR STRIKE AS APPLICABLE**
98 and _____

99 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE REPORT**
100 _____

- 101 "Conditions Affecting the Property or Transaction" are defined to include:
- 102 a. Flooding, standing water, drainage problems, or other water problems on or affecting the Property.
 - 103 b. Impact fees or another condition or occurrence that would significantly increase development costs or reduce the value
104 of the property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.
 - 105 c. Brownfields (abandoned, idled, or underused land that may be subject to environmental contamination) or other
106 contaminated land on the property, or that contaminated soils on the property have been cleaned up under the Petroleum
107 Environmental Cleanup Fund Act (PECFA), a Wisconsin Department of Natural Resources (DNR) remedial or cleanup
108 program, the DATCP Agricultural Chemical Cleanup Program, or other similar program.
 - 109 d. Subsoil conditions that would significantly increase the cost of development, including, but not limited to, subsurface
110 foundations or waste material; any type of fill; dumpsites where pesticides, herbicides, fertilizers, or other toxic or hazardous
111 materials or containers for these materials were disposed of in violation of manufacturer or government guidelines or other
112 laws regulating such disposal; high groundwater; adverse soil conditions, such as low load-bearing capacity, earth or soil
113 movement, settling, upheavals, or slides; excessive rocks or rock formations; or other soil problems.
 - 114 e. Material violation of an environmental rule or other rule or agreement regulating the use of the Property.
 - 115 f. Defects caused by unsafe concentrations of, or unsafe conditions relating to, radon, radium in water supplies, lead in

- 116 soil, or other potentially hazardous or toxic substances on the Property; manufacture of methamphetamine or other
117 hazardous or toxic substances on the Property; or high voltage electric (100 KV or greater) or steel natural gas transmission
118 lines located on but not directly serving the Property.
- 119 g. Defects caused by unsafe concentrations of, unsafe conditions relating to, or the storage of, hazardous or toxic
120 substances on neighboring properties.
- 121 h. The Property is served by a joint well; Defects related to a joint well serving the Property; or Defects in a well on the
122 Property or in a well that serves the Property, including unsafe well water due to contaminants such as coliform, nitrates, or
123 atrazine, or any out-of-service wells or cisterns that are required to be abandoned (see § NR 812.26, Wis. Adm. Code) but
124 that are not closed or abandoned according to applicable regulations.
- 125 i. Defects in any septic system or other private sanitary disposal system on the Property; or any out-of-service septic
126 system serving the Property not closed or abandoned according to applicable regulations.
- 127 j. Underground or aboveground fuel storage tanks presently or previously on the Property for storage of flammable or
128 combustible liquids including, but not limited to, gasoline or heating oil; or Defects in the underground or aboveground fuel
129 storage tanks on or previously located on the Property. Defects in underground or aboveground fuel storage tanks may
130 include items such as abandoned tanks not closed in conformance with applicable local, state, and federal law; leaking;
131 corrosion; or failure to meet operating standards. (The owner, by law, may have to register the tanks with the Department
132 of Agriculture, Trade and Consumer Protection at P.O. Box 8911, Madison, Wisconsin, 53708, whether the tanks are in use
133 or not. Department regulations may require closure or removal of unused tanks.)
- 134 k. Existing or abandoned manure storage facilities located on the property.
- 135 l. Notice of property tax increases, other than normal annual increases, or pending Property tax reassessment;
136 remodeling that may increase the Property's assessed value; pending special assessments; or Property is within a special
137 purpose district, such as a drainage district, that has authority to impose assessments on the Property.
- 138 m. Proposed, planned, or commenced public improvements or public construction projects that may result in special
139 assessments or that may otherwise materially affect the Property or the present use of the Property; or any land division
140 involving the Property without required state or local permits.
- 141 n. The Property is part of or subject to a subdivision homeowners' association; or the Property is not a condominium unit
142 and there are common areas associated with the Property that are co-owned with others.
- 143 o. Any zoning code violations with respect to the Property; the Property or any portion thereof is located in a floodplain,
144 wetland or shoreland zoning area under local, state or federal regulations, or the Property is subject to a mitigation plan
145 required by Wisconsin Department of Natural Resources (DNR) rules related to county shoreland zoning ordinances, that
146 obligates the Property owner to establish or maintain certain measures related to shoreland conditions, enforceable by the
147 county.
- 148 p. Nonconforming uses of the Property (a nonconforming use is a use of land that existed lawfully before the current zoning
149 ordinance was enacted or amended, but that does not conform to the use restrictions in the current ordinance); conservation
150 easements (a conservation easement is a legal agreement in which a property owner conveys some of the rights associated
151 with ownership of his or her property to an easement holder such as a governmental unit or a qualified nonprofit organization
152 to protect the natural habitat of fish, wildlife, or plants or a similar ecosystem, preserve areas for outdoor recreation or
153 education, or for similar purposes); restrictive covenants or deed restrictions on the Property; or, other than public rights-of-
154 way, nonowners having rights to use part of the Property, including, but not limited to, private rights-of-way and easements
155 other than recorded utility easements.
- 156 q. All or part of the Property has been assessed as agricultural land; has been assessed a use-value assessment
157 conversion charge; or payment of a use-value assessment conversion charge has been deferred.
- 158 r. All or part of the Property is subject to, enrolled in, or in violation of a farmland preservation agreement, Forest Crop
159 Law, Managed Forest Law, the Conservation Reserve Program, or a comparable program.
- 160 s. A dam is totally or partially located on the Property; or an ownership interest in a dam not located on the Property will
161 be transferred with the Property because the dam is owned collectively by a homeowners' association, lake district, or
162 similar group of which the Property owner is a member.
- 163 t. No legal access to the Property; or boundary or lot line disputes, encroachments or encumbrances (including a joint
164 driveway) affecting the Property. Encroachments often involve some type of physical object belonging to one person but
165 partially located on or overlapping on land belonging to another, such as, without limitation, fences, houses, garages,
166 driveways, gardens, and landscaping. Encumbrances include, without limitation, a right or claim of another to a portion of
167 the Property or to the use of the Property such as a joint driveway, liens, and licenses.
- 168 u. Government agency, court order, or federal, state, or local regulations requiring repair, alteration or correction of an
169 existing condition.
- 170 v. A pier attached to the Property not in compliance with state or local pier regulations; a written agreement affecting
171 riparian rights related to the Property; or the bed of the abutting navigable waterway is owned by a hydroelectric operator.
- 172 w. Material damage from fire, wind, flood, earthquake, expansive soil, erosion, or landslide.
- 173 x. Significant odor, noise, water diversion, water intrusion, or other irritants emanating from neighboring property.
- 174 y. Significant crop damage from disease, insects, soil contamination, wildlife, or other causes; diseased or dying trees or
175 shrubs; or substantial injuries or disease in livestock on the Property or neighboring property.
- 176 z. Animal, reptile, or other insect infestations; drainage easement or grading problems; excessive sliding; or any other
177 Defect or material condition.

176 aa. Archeological artifacts, mineral rights, orchards, or endangered species, or one or more burial sites on the Property.
179 bb. Owner is a foreign person as defined in the Foreign Investment in Real Property Tax Act in 26 IRC § 1445(f).

180 cc. Other Defects affecting the Property such as any agreements that bind subsequent owners of the property, such as a
181 lease agreement or an extension of credit from an electric cooperative.

182 **GOVERNMENT PROGRAMS:** Seller shall deliver to Buyer, within _____ days ("15" if left blank) after acceptance
183 of this Offer, a list of all federal, state, county, and local conservation, farmland, environmental, or other land use programs,
184 agreements, restrictions, or conservation easements, which apply to any part of the Property (e.g., farmland preservation
185 agreements, farmland preservation or exclusive agricultural zoning, use value assessments, Forest Crop, Managed Forest,
186 Conservation Reserve Program, wetland mitigation, shoreland zoning mitigation plan or comparable programs), along with
187 disclosure of any penalties, fees, withdrawal charges, or payback obligations pending, or currently deferred, if any. This
188 contingency will be deemed satisfied unless Buyer delivers to Seller, within 7 days after the deadline for delivery, a notice
189 terminating this Offer based upon the use restrictions, program requirements, and/or amount of any penalty, fee, charge, or
190 payback obligation.

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

195 **MANAGED FOREST LAND:** If all, or part, of the Property is managed forest land under the Managed Forest Law (MFL)
196 program, this designation will continue after closing. Buyer is advised as follows: The MFL is a landowner incentive
197 program that encourages sustainable forestry on private woodlands by reducing and deferring property taxes. Orders
198 designating lands as managed forest lands remain in effect for 25 or 50 years. When ownership of land enrolled in the
199 MFL program changes, the new owner must sign and file a report of the change of ownership on a form provided by the
200 Department of Natural Resources and pay a fee. By filing this form, the new owner agrees to the associated MFL
201 management plan and the MFL program rules. The DNR Division of Forestry monitors forest management plan
202 compliance. Changes a landowner makes to property that is subject to an order designating it as managed forest land,
203 or to its use, may jeopardize benefits under the program or may cause the property to be withdrawn from the program
204 and may result in the assessment of penalties. For more information call the local DNR forester or visit
205 <https://dnr.wisconsin.gov/topic/forestry>.

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

211 **FARMLAND PRESERVATION:** The early termination of a farmland preservation agreement or removal of land from such
212 an agreement can trigger payment of a conversion fee equal to 3 times the per acre value of the land. Contact the
213 Wisconsin Department of Agriculture, Trade and Consumer Protection Division of Agricultural Resource Management or
214 visit <http://www.datcp.state.wi.us/> for more information.

215 **CONSERVATION RESERVE PROGRAM (CRP):** The CRP encourages farmers, through contracts with the U.S.
216 Department of Agriculture, to stop growing crops on highly erodible or environmentally sensitive land and instead to plant
217 a protective cover of grass or trees. CRP contracts run for 10 to 15 years, and owners receive an annual rent as well as
218 certain incentive payments and cost share assistance for establishing long-term, resource-conserving ground cover.
219 Removing lands from the CRP in breach of a contract can be quite costly. For more information call the state Farm Service
220 Agency office or visit <http://www.fsa.usda.gov/>.

221 **SHORELAND ZONING ORDINANCES:** All counties must adopt uniform shoreland zoning ordinances in compliance with
222 Wis. Admin. Code Chapter NR 115. County shoreland zoning ordinances apply to all unincorporated land within 1,000
223 feet of a navigable lake, pond or flowage or within 300 feet of a navigable river or stream and establish minimum standards
224 for building setbacks and height limits, cutting trees and shrubs, lot sizes, water runoff, impervious surface standards (that
225 may be exceeded if a mitigation plan is adopted and recorded) and repairs to nonconforming structures. Buyers must
226 conform to any existing mitigation plans. For more information call the county zoning office or visit <https://dnr.wi.gov/>.
227 Buyer is advised to check with the applicable city, town or village for additional shoreland zoning or shoreland-wetland
228 zoning restrictions, if any.

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

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

233 **PROPERTY DEVELOPMENT WARNING:** If Buyer contemplates developing Property for a use other than the current use,
234 there are a variety of issues that should be addressed to ensure the development or new use is feasible. Buyer is solely
235 responsible to verify the current zoning allows for the proposed use of the Property at lines 251-255. Municipal and zoning
236 ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or uses
237 and therefore should be reviewed. Building permits, zoning or zoning variances, Architectural Control Committee approvals,
238 estimates for utility hook-up expenses, special assessments, changes for installation of roads or utilities, environmental
239 audits, subsoil tests, or other development related fees may need to be obtained or verified in order to determine the
240 feasibility of development of, or a particular use for, a property. Optional contingencies that allow Buyer to investigate certain
241 of these issues can be found at lines 244-304 and Buyer may add contingencies as needed in addenda (see line 686).

242 Buyer should review any plans for development or use changes to determine what issues should be addressed in these
243 contingencies.

244 **PROPOSED USE CONTINGENCIES:** This Offer is contingent upon Buyer obtaining, at Buyer's expense, the reports or
245 documentation required by any optional provisions checked on lines 256-281 below. The optional provisions checked on
246 lines 256-281 shall be deemed satisfied unless Buyer, within 120 days ("30" if left blank) after acceptance, delivers: (1)
247 written notice to Seller specifying those optional provisions checked below that cannot be satisfied and (2) written evidence
248 substantiating why each specific provision referred to in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice,
249 this Offer shall be null and void. Seller agrees to cooperate with Buyer as necessary to satisfy the contingency provisions
250 checked at lines 256-281.

251 **Proposed Use:** Buyer is purchasing the Property for the purpose of: professional office or medical building

252 _____
253 _____ [insert proposed use

254 **and type or style of building(s), size and proposed building location(s), if a requirement of Buyer's condition to**
255 **purchase, e.g. 1400-1600 sq. ft. three-bedroom single family ranch home in northwest corner of lot].**

256 **ZONING:** Verification of zoning and that the Property's zoning allows Buyer's proposed use described at lines
257 251-255.

258 **SUBSOILS:** Written evidence from a qualified soils expert that the Property is free of any subsoil condition that
259 would make the proposed use described at lines 251-255 impossible or significantly increase the costs of such
260 development.

261 **PRIVATE ONSITE WASTEWATER TREATMENT SYSTEM (POWTS) SUITABILITY:** Written evidence from a
262 certified soils tester that: (a) the soils at the Property locations selected by Buyer, and (b) all other conditions that must
263 be approved, meet the legal requirements in effect on the date of this Offer to obtain a permit for a POWTS for use of
264 the Property as stated on lines 251-255. The POWTS (septic system) allowed by the written evidence must be one of
265 the following POWTS that is approved by the State for use with the type of property identified at lines 251-255
266 ALL THAT APPLY conventional in-ground; mound; at grade; in-ground pressure distribution; holding
267 tank; other: _____

268 **EASEMENTS AND RESTRICTIONS:** Copies of all public and private easements, covenants and restrictions
269 affecting the Property and a written determination by a qualified independent third party that none of these prohibit or
270 significantly delay or increase the costs of the proposed use or development identified at lines 251-255.

271 **APPROVALS/PERMITS:** Permits, approvals and licenses, as appropriate, or the final discretionary action by the
272 granting authority prior to the issuance of such permits or building permit, approvals and licenses, for the following items
273 related to Buyer's proposed use: _____

274 _____
275 **UTILITIES:** Written verification of the location of the following utility service connections (e.g., on the Property, at
276 the lot line, across the street, etc.) CHECK AND COMPLETE AS APPLICABLE:

277 electricity _____; gas _____; sewer _____;
278 water _____; telephone _____; cable _____;
279 other _____

280 **ACCESS TO PROPERTY:** Written verification that there is legal vehicular access to the Property from public
281 roads.

282 **LAND USE APPROVAL/PERMITS:** This Offer is contingent upon (Buyer)(Seller) STRIKE ONE ("Buyer" if neither
283 stricken) obtaining the following, including all costs: a CHECK ALL THAT APPLY rezoning; conditional use permit;
284 variance; other _____ for the Property for its proposed use described at lines 251-255

285 Seller agrees to cooperate with Buyer as necessary to satisfy this contingency. Buyer shall deliver, within _____ days of
286 acceptance, written notice to Seller if any item cannot be obtained, in which case this Offer shall be null and void.

287 **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) STRIKE ONE ("Seller
288 providing" if neither is stricken) a Map of the Property dated subsequent to the date of acceptance of this Offer prepared by
289 a registered land surveyor, within _____ days ("30" if left blank) after acceptance, at (Buyer's) (Seller's) STRIKE ONE
290 ("Seller's" if neither is stricken) expense. The map shall show minimum of _____ acres, maximum of _____
291 acres, the legal description of the Property, the Property's boundaries and dimensions, visible encroachments upon the
292 Property, the location of improvements, if any, and: _____

293 _____
294 STRIKE AND COMPLETE AS APPLICABLE Additional map features that may
295 be added include but are not limited to: staking of all corners of the Property; identifying dedicated and apparent streets; lot
296 dimensions; total acreage or square footage; easements or rights-of-way.

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

299 This contingency shall be deemed satisfied unless Buyer, within 5 days after the deadline for delivery of said map, delivers
300 to Seller a copy of the map and a written notice which identifies: (1) the significant encroachment; (2) information materially
301 inconsistent with prior representations; or (3) failure to meet requirements stated within this contingency. Upon delivery of
302 Buyer's notice, this Offer shall be null and void. Once the deadline for delivery has passed, if Seller was responsible to

303 provide the map and failed to timely deliver the map to Buyer, Buyer may terminate this Offer if Buyer delivers a written
304 notice of termination to Seller prior to Buyer's Actual Receipt of said map from Seller.

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

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

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

320 **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 305-319).

321 (1) This Offer is contingent upon a qualified independent inspector conducting an inspection of the Property after the date
322 on line 1 of this Offer that discloses no Defects.

323 (2) This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing an
324 inspection of _____

325 _____ (list any Property component(s)
326 to be separately inspected, e.g., dumpsite, timber quality, invasive species, etc.) that discloses no Defects.

327 (3) Buyer may have follow-up inspections recommended in a written report resulting from an authorized inspection, provided
328 they occur prior to the Deadline specified at line 333. Inspection(s) shall be performed by a qualified independent
329 inspector or independent qualified third party.

330 Buyer shall order the inspection(s) and be responsible for all costs of inspection(s).

331 **CAUTION: Buyer should provide sufficient time for the Property inspection and/or any specialized inspection(s),**
332 **as well as any follow-up inspection(s).**

333 This contingency shall be deemed satisfied unless Buyer, within 120 days ("15" if left blank) after acceptance, delivers
334 to Seller a copy of the written inspection report(s) dated after the date on line 1 of this Offer and a written notice listing the
335 Defect(s) identified in those report(s) to which Buyer objects (Notice of Defects).

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

337 For the purposes of this contingency, Defects do not include structural, mechanical or other conditions the nature and extent
338 of which Buyer had actual knowledge or written notice before signing this Offer.

339 **NOTE: "Defect" as defined on lines 553-555 means a condition that would have a significant adverse effect on the**
340 **value of the Property; that would significantly impair the health or safety of future occupants of the Property; or**
341 **that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life**
342 **of the premises.**

343 **RIGHT TO CURE:** Seller (shall)(shall not) ~~STRIKE ONE~~ ("shall" if neither is stricken) have the right to cure the Defects.

344 If Seller has the right to cure, Seller may satisfy this contingency by:

345 (1) delivering written notice to Buyer within _____ ("10" if left blank) days after Buyer's delivery of the Notice of Defects
346 stating Seller's election to cure Defects;

347 (2) curing the Defects in a good and workmanlike manner; and

348 (3) delivering to Buyer a written report detailing the work done no later than three days prior to closing.

349 This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and:

350 (1) Seller does not have the right to cure; or

351 (2) Seller has the right to cure but:

352 (a) Seller delivers written notice that Seller will not cure; or

353 (b) Seller does not timely deliver the written notice of election to cure.

354 **IF LINE 355 IS NOT MARKED OR IS MARKED N/A LINES 403-414 APPLY.**

355 **FINANCING COMMITMENT CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written
356 _____ [loan type or specific lender, if any] first mortgage loan commitment as described

357 below, within _____ days after acceptance of this Offer. The financing selected shall be in an amount of not less than \$
358 _____ for a term of not less than _____ years, amortized over not less than _____ years. Initial

359 monthly payments of principal and interest shall not exceed \$ _____. Buyer acknowledges that lender's
360 required monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance

361 premiums, and private mortgage insurance premiums. The mortgage shall not include a prepayment premium. Buyer agrees
362 to pay discount points in an amount not to exceed _____% ("0" if left blank) of the loan. If Buyer is using multiple loan

363 sources or obtaining a construction loan or land contract financing, describe at lines 650-664 or in an addendum attached
 364 per line 686. Buyer agrees to pay all customary loan and closing costs, wire fees, and loan origination fees, to promptly
 365 apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. Seller agrees to allow
 366 lender's appraiser access to the Property.

367 ■ **LOAN AMOUNT ADJUSTMENT:** If the purchase price under this Offer is modified, any financed amount, unless otherwise
 368 provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the monthly payments
 369 shall be adjusted as necessary to maintain the term and amortization stated above.

370 **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 371 or 372.**

371 **FIXED RATE FINANCING:** The annual rate of interest shall not exceed _____%.

372 **ADJUSTABLE RATE FINANCING:** The initial interest rate shall not exceed _____%. The initial interest rate
 373 shall be fixed for _____ months, at which time the interest rate may be increased not more than _____% ("2" if
 374 left blank) at the first adjustment and by not more than _____% ("1" if left blank) at each subsequent adjustment.

375 The maximum interest rate during the mortgage term shall not exceed the initial interest rate plus _____% ("6" if
 376 left blank). Monthly payments of principal and interest may be adjusted to reflect interest changes.

377 ■ **SATISFACTION OF FINANCING COMMITMENT CONTINGENCY:** If Buyer qualifies for the loan described in this Offer
 378 or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of a written loan commitment.

379 This contingency shall be satisfied if, after Buyer's review, Buyer delivers to Seller a copy of a written loan commitment
 380 (even if subject to conditions) that is:

381 (1) signed by Buyer; or

382 (2) accompanied by Buyer's written direction for delivery.

383 Delivery of a loan commitment by Buyer's lender or delivery accompanied by a notice of unacceptability shall not satisfy
 384 this contingency.

385 **CAUTION:** The delivered loan commitment may contain conditions Buyer must yet satisfy to obligate the lender to
 386 provide the loan. Buyer understands delivery of a loan commitment removes the Financing Commitment
 387 Contingency from the Offer and shifts the risk to Buyer if the loan is not funded.

388 ■ **SELLER TERMINATION RIGHTS:** If Buyer does not deliver a loan commitment on or before the Deadline on line 357.
 389 Seller may terminate this Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of
 390 written loan commitment from Buyer.

391 ■ **FINANCING COMMITMENT UNAVAILABILITY:** If a financing commitment is not available on the terms stated in this
 392 Offer (and Buyer has not already delivered an acceptable loan commitment for other financing to Seller), Buyer shall
 393 promptly deliver written notice to Seller of same including copies of lender(s)' rejection letter(s) or other evidence of
 394 unavailability.

395 **SELLER FINANCING:** Seller shall have 10 days after the earlier of:

396 (1) Buyer delivery of written notice of evidence of unavailability as noted in lines 391-394; or

397 (2) the Deadline for delivery of the loan commitment on line 357,

398 to deliver to Buyer written notice of Seller's decision to finance this transaction with a note and mortgage under the same
 399 terms set forth in this Offer, and this Offer shall remain in full force and effect, with the time for closing extended accordingly.

400 If Seller's notice is not timely given, the option for Seller to provide financing shall be considered waived. Buyer agrees to
 401 cooperate with and authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit
 402 worthiness for Seller financing.

403 **IF THIS OFFER IS NOT CONTINGENT ON FINANCING COMMITMENT** Within _____ days ("7" if left blank) after
 404 acceptance, Buyer shall deliver to Seller either:

405 (1) reasonable written verification from a financial institution or third party in control of Buyer's funds that Buyer has, at
 406 the time of verification, sufficient funds to close; or

407 (2) _____
 408 _____ [Specify documentation Buyer agrees to deliver to Seller].

409 If such written verification or documentation is not delivered, Seller has the right to terminate this Offer by delivering written
 410 notice to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written verification. Buyer may or may not obtain
 411 mortgage financing but does not need the protection of a financing commitment contingency. Seller agrees to allow Buyer's
 412 appraiser access to the Property for purposes of an appraisal. Buyer understands and agrees that this Offer is not subject
 413 to the appraisal meeting any particular value, unless this Offer is subject to an appraisal contingency, nor does the right of
 414 access for an appraisal constitute a financing commitment contingency.

415 **APPRAISAL CONTINGENCY:** This Offer is contingent upon Buyer or Buyer's lender having the Property appraised
 416 at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated
 417 subsequent to the date stated on line 1 of this Offer, indicating an appraised value for the Property equal to or greater than
 418 the agreed upon purchase price.

419 This contingency shall be deemed satisfied unless Buyer, within _____ days after acceptance, delivers to Seller a copy
 420 of the appraisal report indicating an appraised value less than the agreed upon purchase price, and a written notice objecting
 421 to the appraised value.

422 ■ **RIGHT TO CURE:** Seller (shall)(shall not) ~~STRIKE ONE~~ ("shall" if neither is stricken) have the right to cure.

423 If Seller has the right to cure, Seller may satisfy this contingency by delivering written notice to Buyer adjusting the purchase
 424 price to the value shown on the appraisal report within _____ days ("5" if left blank) after Buyer's delivery of the appraisal

425 report and the notice objecting to the appraised value. Seller and Buyer agree to promptly execute an amendment initiated
 426 by either party after delivery of Seller's notice, solely to reflect the adjusted purchase price.
 427 This Offer shall be null and void if Buyer makes timely delivery of the notice objecting to appraised value and the written
 428 appraisal report and:

- 429 (1) Seller does not have the right to cure; or
 430 (2) Seller has the right to cure but:
 431 (a) Seller delivers written notice that Seller will not adjust the purchase price; or
 432 (b) Seller does not timely deliver the written notice adjusting the purchase price to the value shown on the appraisal
 433 report.

434 **NOTE: An executed FHA, VA or USDA Amendatory clause may supersede this contingency.**

435 **CLOSING OF BUYER'S PROPERTY CONTINGENCY:** This Offer is contingent upon the closing of the sale of
 436 Buyer's property located at _____ (the Deadline). If closing does not occur by the Deadline, this Offer shall
 437 no later than _____ become null and void unless Buyer delivers to Seller, on or before the Deadline, reasonable written verification from a
 438 financial institution or third party in control of Buyer's funds that Buyer has, at the time of verification, sufficient funds to close
 439 or proof of bridge loan financing, along with a written notice waiving this contingency. Delivery of verification or proof of
 440 bridge loan shall not extend the closing date for this Offer.

441 **BUMP CLAUSE:** If Seller accepts a bona fide secondary offer, Seller may give written notice to Buyer that another
 442 offer has been accepted. If Buyer does not deliver to Seller the documentation listed below within _____ hours ("72" if
 443 left blank) after Buyer's Actual Receipt of said notice, this Offer shall be null and void. Buyer must deliver the following:

- 444 (1) Written waiver of the Closing of Buyer's Property Contingency if line 435 is marked;
 445 (2) Written waiver of _____ (name other contingencies, if any); and
 446 (3) Any of the following checked below:

- 447 Proof of bridge loan financing.
 448 Proof of ability to close from a financial institution or third party in control of Buyer's funds which shall provide
 449 Seller with reasonable written verification that Buyer has, at the time of verification, sufficient funds to close.

450 Other: _____

451 [insert other requirements, if any (e.g., payment of additional earnest money, etc.)]

452 **SECONDARY OFFER:** This Offer is secondary to a prior accepted offer. This Offer shall become primary upon
 453 delivery of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer
 454 notice prior to any Deadline, nor is any particular secondary buyer given the right to be made primary ahead of other
 455 secondary buyers. Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to
 456 delivery of Seller's notice that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than _____ days ("7"
 457 if left blank) after acceptance of this Offer. All other Offer Deadlines that run from acceptance shall run from the time this
 458 Offer becomes primary.

459 **HOMEOWNERS ASSOCIATION** If this Property is subject to a homeowners association, Buyer is aware the Property may
 460 be subject to periodic association fees after closing and one-time fees resulting from transfer of the Property. Any one-time
 461 fees resulting from transfer of the Property shall be paid at closing by (Seller) (Buyer) **[STRIKE ONE]** ("Buyer" if neither is
 462 stricken).

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

466 **CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.**
 467 Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.

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

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

472 Current assessment times current mill rate (current means as of the date of closing).

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

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

479 Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on
 480 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

485 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall
 486 re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation
 487 and is the responsibility of the Parties to complete, not the responsibility of the real estate Firms in this transaction.

488 **TITLE EVIDENCE**

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

495 _____ (insert other allowable exceptions from title, if
 496 any) that constitutes merchantable title for purposes of this transaction. Seller, at Seller's cost, shall complete and execute
 497 the documents necessary to record the conveyance and pay the Wisconsin Real Estate Transfer Fee.

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

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

505 ■ **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's)(Buyer's)
 506 **STRIKE ONE** ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded
 507 after the commitment date of the title insurance commitment and before the deed is recorded, subject to the title insurance
 508 policy conditions, exclusions and exceptions, provided the title company will issue the coverage. If a gap endorsement or
 509 equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 516-
 510 511 523).

512 ■ **DELIVERY OF MERCHANTABLE TITLE:** The required title insurance commitment shall be delivered to Buyer's attorney
 513 or Buyer not more than 10 days after acceptance ("15" if left blank), showing title to the Property as of a date no more
 514 than 15 days before delivery of such title evidence to be merchantable per lines 489-498, subject only to liens which will be
 515 paid out of the proceeds of closing and standard title insurance requirements and exceptions, as appropriate.

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

524 ■ **SPECIAL ASSESSMENTS/OTHER EXPENSES:** Special assessments, if any, levied or for work actually commenced
 525 prior to the date stated on line 1 of this Offer shall be paid by Seller no later than closing. All other special assessments
 526 shall be paid by Buyer. "Levied" means the local municipal governing body has adopted and published a final resolution
 527 describing the planned improvements and the assessment of benefits.

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

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

537 _____
 538 _____ Insert additional terms, if any, at lines 650-664 or attach as an addendum per line 686

539 **DEFINITIONS**

540 ■ **ACTUAL RECEIPT:** "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the documen
 541 or written notice physically in the Party's possession, regardless of the method of delivery. If the document or written notice
 542 is electronically delivered, Actual Receipt shall occur when the Party opens the electronic transmission.

543 ■ **BUSINESS DAY:** "Business Day" means a calendar day other than Saturday, Sunday, any legal public holiday unde
 544 Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive

545 registered mail or make regular deliveries on that day.

546 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by
547 excluding the day the event occurred and by counting subsequent calendar days. The Deadline expires at Midnight on the
548 last day. Additionally, Deadlines expressed as a specific number of Business Days are calculated in the same manner
549 except that only Business Days are counted while other days are excluded. Deadlines expressed as a specific number of
550 "hours" from the occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by
551 counting 24 hours per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific
552 event, such as closing, expire at Midnight of that day. "Midnight" is defined as 11:59 p.m. Central Time

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

556 ■ **FIRM:** "Firm" means a licensed sole proprietor broker or a licensed broker business entity.

557 ■ **PARTY:** "Party" means the Buyer or the Seller; "Parties" refers to both the buyer and the Seller.

558 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-8.

559 **INCLUSION OF OPTIONAL PROVISIONS** Terms of this Offer that are preceded by an OPEN BOX () are part of
560 this offer ONLY if the box is marked such as with an "X". They are not part of this offer if marked "N/A" or are left blank.

561 **PROPERTY DIMENSIONS AND SURVEYS** Buyer acknowledges that any land dimensions, or total acreage or square
562 footage figures, provided to Buyer by Seller or by a Firm or its agents, may be approximate because of rounding, formulas
563 used or other reasons, unless verified by survey or other means.

564 **CAUTION:** Buyer should verify total square footage formula, total square footage/acreage figures, and land
565 dimensions, if material.

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

573 **MAINTENANCE** Seller shall maintain the Property and all personal property included in the purchase price until the earlier
574 of closing or Buyer's occupancy, in materially the same condition it was in as of the date on line 1 of this Offer, except for
575 ordinary wear and tear.

576 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING** If, prior to closing, the Property is damaged in an
577 amount not more than five percent of the purchase price, other than normal wear and tear, Seller shall promptly notify Buyer
578 in writing, and will be obligated to restore the Property to materially the same condition it was in as of the date on line 1 of
579 this Offer. Seller shall provide Buyer with copies of all required permits and lien waivers for the lienable repairs no later than
580 closing. If the amount of damage exceeds five percent of the purchase price, Seller shall promptly notify Buyer in writing of
581 the damage and this Offer may be terminated at option of Buyer. Should Buyer elect to carry out this Offer despite such
582 damage, Buyer shall be entitled to the insurance proceeds, if any, relating to the damage to the Property, plus a credit
583 towards the purchase price equal to the amount of Seller's deductible on such policy, if any. However, if this sale is financed
584 by a land contract or a mortgage to Seller, any insurance proceeds shall be held in trust for the sole purpose of restoring
585 the Property.

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

590 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in
591 this Offer at lines 534-538 or in an addendum attached per line 686, or lines 650-664 if the Property is leased. At time of
592 Buyer's occupancy, Property shall be free of all debris, refuse, and personal property except for personal property belonging
593 to current tenants, or sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

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

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

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

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

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

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

609 **NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES**
610 **SHOULD READ THIS DOCUMENT CAREFULLY. THE FIRM AND ITS AGENTS MAY PROVIDE A GENERAL**
611 **EXPLANATION OF THE PROVISIONS OF THE OFFER BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR**
612 **OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OFFER OR HOW TITLE SHOULD BE TAKEN AT**
613 **CLOSING. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.**

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

617 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and persons
618 registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at <http://www.doc.wi.gov>
619 or by telephone at (608) 240-5830.

620 **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA)** Section 1445 of the Internal Revenue Code (IRC)
621 provides that a transferee (Buyer) of a United States real property interest must pay or withhold as a tax up to 15% of the
622 total "Amount Realized" in the sale if the transferor (Seller) is a "Foreign Person" and no exception from FIRPTA withholding
623 applies. A "Foreign Person" is a nonresident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign
624 estate. The "Amount Realized" is the sum of the cash paid, the fair market value of other property transferred, and the
625 amount of any liability assumed by Buyer.

626 **CAUTION: Under this law if Seller is a Foreign Person, and Buyer does not pay or withhold the tax amount, Buyer**
627 **may be held directly liable by the U.S. Internal Revenue Service for the unpaid tax and a tax lien may be placed**
628 **upon the Property.**

629 Seller hereby represents that Seller is a non-Foreign Person, unless (1) Seller represents Seller is a Foreign Person in a
630 condition report incorporated in this Offer per lines 94-97, or (2) no later than 10 days after acceptance, Seller delivers
631 notice to Buyer that Seller is a Foreign Person, in which cases the provisions on lines 637-639 apply.

632 **IF SELLER IS A NON-FOREIGN PERSON.** Seller shall, no later than closing, execute and deliver to Buyer, or a qualified
633 substitute (attorney or title company as stated in IRC § 1445), a sworn certification under penalties of perjury of Seller's
634 non-foreign status in accordance with IRC § 1445. If Seller fails to timely deliver certification of Seller's non-foreign status,
635 Buyer shall: (1) withhold the amount required to be withheld pursuant to IRC § 1445, or, (2) declare Seller in default of this
636 Offer and proceed under lines 601-608

637 **IF SELLER IS A FOREIGN PERSON.** If Seller has represented that Seller is a Foreign Person, Buyer shall withhold the
638 amount required to be withheld pursuant to IRC § 1445 at closing unless the Parties have amended this Offer regarding
639 amounts to be withheld, any withholding exemption to be applied, or other resolution of this provision.

640 **COMPLIANCE WITH FIRPTA.** Buyer and Seller shall complete, execute, and deliver, on or before closing, any instrument,
641 affidavit, or statement needed to comply with FIRPTA, including withholding forms. If withholding is required under IRC
642 §1445, and the net proceeds due Seller are not sufficient to satisfy the withholding required in this transaction, Seller shall
643 deliver to Buyer, at closing, the additional funds necessary to satisfy the applicable withholding requirement. Seller also
644 shall pay to Buyer an amount not to exceed \$1,000 for actual costs associated with the filing and administration of forms,
645 affidavits, and certificates necessary for FIRPTA withholding and any withholding agent fees.

646 **Any representations made by Seller with respect to FIRPTA shall survive the closing and delivery of the deed.**

647 Firms, Agents, and Title Companies are not responsible for determining FIRPTA status or whether any FIRPTA exemption
648 applies. The Parties are advised to consult with their respective independent legal counsel and tax advisors regarding
649 FIRPTA.

650 **ADDITIONAL PROVISIONS/CONTINGENCIES**

651 _____
652 _____
653 _____
654 _____
655 _____
656 _____
657 _____
658 _____
659 _____
660 _____
661 _____
662 _____
663 _____
664 _____

665 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and
666 written notices to a Party shall be effective only when accomplished by one of the authorized methods specified at lines
667 668-683.

668 (1) Personal: giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at
669 line 670 or 671.

670 Name of Seller's recipient for delivery, if any: Single Month LLC and/or assigns

671 Name of Buyer's recipient for delivery, if any: Joe Neilitz and/or assigns

672 (2) Fax: fax transmission of the document or written notice to the following number:

673 Seller: () Buyer: ()

674 (3) Commercial: depositing the document or written notice, fees prepaid or charged to an account, with a commercial
675 delivery service, addressed either to the Party, or to the Party's recipient for delivery, for delivery to the Party's address at
676 line 679 or 680.

677 (4) U.S. Mail: depositing the document or written notice, postage prepaid, in the U.S. Mail, addressed either to the
678 Party, or to the Party's recipient for delivery, for delivery to the Party's address.

679 Address for Seller: _____

680 Address for Buyer: _____

681 (5) Email: electronically transmitting the document or written notice to the email address.

682 Email Address for Seller: gregl@naipfefferle.com

683 Email Address for Buyer: mark.pucci@colliers.com

684 **PERSONAL DELIVERY/ACTUAL RECEIPT** Personal delivery to, or Actual Receipt by, any named Buyer or Seller
685 constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.

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

687 This Offer was drafted by [Licensee and Firm] Mark Pucci, Inland RE Partners dba Colliers Int'l

688 _____

689 (x) Joe Neilitz Joseph Neilitz 2/28/2022
690 Buyer's Signature ▲ Print Name Here ▶ Joe Neilitz and/or assigns Date ▲

691 (x) _____
692 Buyer's Signature ▲ Print Name Here ▶ Date ▲

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

697 (x) Greg Landwehr 3/1/2022
698 Seller's Signature ▲ Print Name Here ▶ Single Month LLC Date ▲

699 (x) _____
700 Seller's Signature ▲ Print Name Here ▶ Date ▲

701 This Offer was presented to Seller by [Licensee and Firm] GREG LANDWEHR

702 NAI PFEFFERLE on 3/1/2022 at 7:40 a.m./p.m.

703 This Offer is rejected _____ This Offer is countered [See attached counter] _____
704 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

6510-18

1435667

Document Number

Declaration of Covenants
and Restrictions

OUTAGAMIE COUNTY
RECEIVED FOR RECORD

NOV - 9 2001

AT 1:30 O'CLOCK A.M. P.M.
JANICE FLENZ
REGISTER OF DEEDS

Record and Return to:
City of Appleton
City Attorney's Office
100 North Appleton Street
Appleton, WI 54911-4799

E
2900

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 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

- I. 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-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. 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. ***Variations:***

Notwithstanding anything contained herein to the contrary, the City of Appleton expressly reserves the right at any time to authorize in writing variations 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.




CITY OF APPLETON, WISCONSIN
a Wisconsin Municipal Corporation

Agreement: Declaration of Covenants and Restrictions

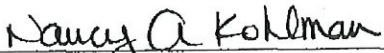
Date: November 8, 2001


By: Timothy M. Hanna, Mayor



Attest: Cynthia I. Hesse, City Clerk

STATE OF WISCONSIN)
) ss.
COUNTY OF OUTAGAMIE)

Personally came before me this 8th day of November 2001, Timothy M. Hanna, Mayor and Cynthia I. Hesse, City Clerk of the City of Appleton respectively, to me known to be the person who executed the foregoing instrument and acknowledged the same in the capacity and for the purposes therein intended.

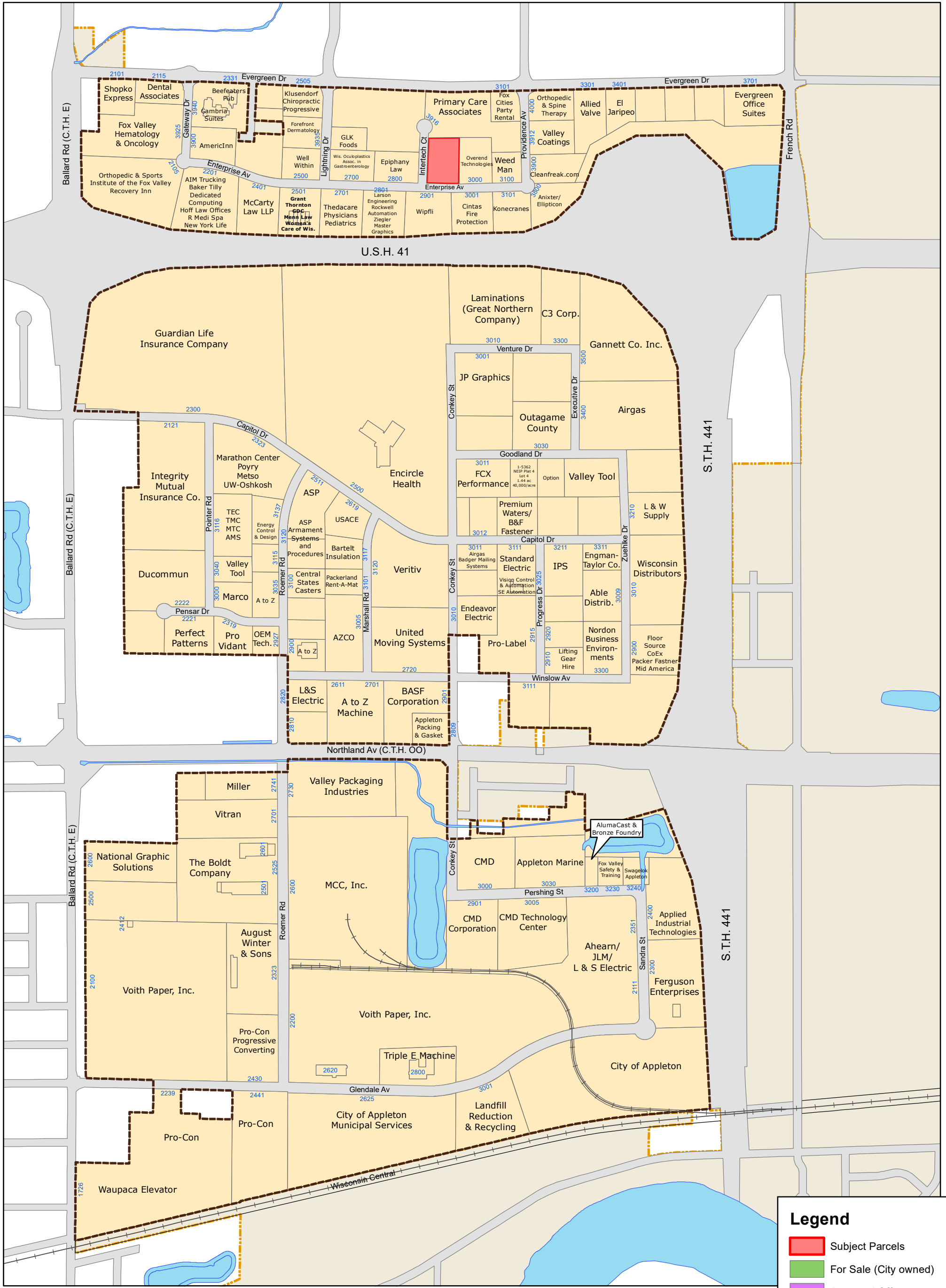

Notary Public, State of Wisconsin
My Commission is/expires 7-25-04

Approved as to form:


James P. Walsh, City Attorney

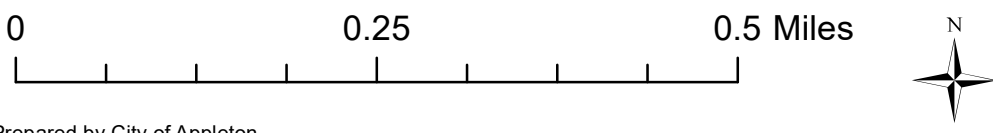
Drafted by: James VanDyke
City of Appleton
Economic Development Department
100 North Appleton Street
Appleton, WI 54911-4799
Phone: 920/832-6468

Northeast Business Park Appleton, Wisconsin



Legend

- Subject Parcels
- For Sale (City owned)
- Accepted Offer
- Park Parcels
- Park Boundary
- City Limits





MEMORANDUM

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

TO: Community and Economic Development Committee

FROM: Nikki Gerhard, Community Development Specialist

DATE: June 8, 2022

RE: 2021 Consolidated Annual Performance and Evaluation Report (CAPER)

The City of Appleton has prepared its 2021 Consolidated Annual Performance and Evaluation Report (CAPER) as required by the U.S. Department of Housing and Urban Development (HUD). The CAPER discusses Community Development Block Grant (CDBG) activities undertaken by the City of Appleton during the 2021 Program Year (April 1, 2021 - March 31, 2022).

The CAPER was available May 2 - June 1, 2022 for public comment. No comments were received.

Comments on the CAPER will also be accepted during a public hearing that will be held during the June 8, 2022 Community and Economic Development Committee meeting. The primary function of this hearing is to obtain citizen comments on the submission.

The City considers all public input received before preparing its final submission, in addition to providing HUD with a summary of such comments as they relate to the 2021 CAPER. The CAPER is due to HUD by June 29, 2022.

A copy of the CAPER may be found online at <https://www.appleton.org/government/community-and-economic-development/grants-administration/community-development-block-grant-cdbg/cdbg-documents> or a copy is available for viewing at the first floor Customer Service area at City Hall.

Staff requests that CEDC approve the 2021 CAPER.

If you have any questions, please contact me at (920) 832-6469 or nikki.gerhard@appleton.org. Thank you!



2021-2022PY



Consolidated Annual Performance & Evaluation Report

This report contains outcomes and accomplishments from various CDBG funding sources, including 2021PY CDBG, CDBG-CV1, and CDBG-CV3.

GOALS & OUTCOMES (CR-05)

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)
This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.

In a typical program year, the primary goal of the City of Appleton's Community Development Block Grant (CDBG) program is to develop a viable urban community through the provision of decent housing, suitable living environments, and economic opportunities, namely for low- and moderate-income persons. However, due to the COVID-19 outbreak that caused unprecedented unemployment and put thousands of households at risk of being unable to afford housing and other basic needs, the City shifted focus to support all activities that were responding to the growing effects of the public health crisis. Authorized by the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), the City of Appleton was awarded a Round 1 special allocation, totaling \$348,255, and several months later, a Round 3 special allocation totaling \$343,268. The special allocations of Community Development Block Grant funding were used to prevent, prepare for, and respond to COVID-19.

2021 CDBG- \$610,569

Appleton Housing Authority- while *promoting quality, affordable housing for all residents of the City of Appleton*, five households received homebuyer assistance and two households received homebuyer rehabilitation assistance.

Apricity, Inc. (DBA The Mooring Programs)- through the *provision of a full spectrum of care in a safe, progressive recovery community*, the residential programs served 227 men and women. Of those who had services at Mooring House, 24 of them transitioned to the Male Apartment Program.

The City of Appleton's Homeowner Rehabilitation Loan Program- assisted 22 low- to moderate-income homeowners (less than 80 percent CMI) with the ability to live in decent, safe, and sanitary housing. Additionally, all 22 homeowners received technical assistance from staff regarding home rehabilitation.

Habitat for Humanity- acquired two properties, renovated the houses, and sold them to families who were below 80 percent of the median family income and unable to purchase a home on the open market.

LEAVEN, Inc.- *stabilized and empowered people in financial crisis by providing financial assistance, referrals, and case management to address near- and long-term basic needs* for 80 households on the brink of homelessness.

Metropolitan Milwaukee Fair Housing Council- promoted fair housing and provided services to 167 recipients, including fair housing education and outreach for consumers and providers, social



service agencies, and community-based organizations; complaint intake and counseling; and technical assistance.

Pillars, Inc.- through several shelter facility upgrades, were able to better serve and house 748 households experiencing homelessness. These services and upgrades occurred between two shelter sites.

Rebuilding Together Fox Valley- by providing critical home repairs at no cost to West Appleton Neighborhood homeowners, safety and health concerns were resolved for 18 families in need.

Wisconsin Women's Business Initiative Corporation (WWBIC)- led microenterprise development within the City of Appleton by providing services and technical assistance to 102 total clients- 53 considered of low and moderate income.

Appleton Police Department, in collaboration with the Boys & Girls Club of the Fox Valley- provided programming for at-risk youth in the Appleton Area School District with opportunities to earn stipends, credits toward graduation, bike, community service, and career-based learning. While 18 students originally enrolled for the program, only 12 graduated.

City staff continued to work closely with philanthropic entities and community partners to understand the needs of the community during the pandemic. Throughout 2021, the COVID-19 pandemic posed a clear risk to people experiencing homelessness, the precariously housed, and service provider organizations. Access to stable housing helped eliminate many of the barriers surrounding obtaining and maintaining health and safety. To address instability in the community as a result of the COVID-19 health emergency, the following activities continued to manage the short and long-term needs resulting from the public health crisis.

2020 CDBG-CV1- \$348,255

Apricity, Inc. (DBA The Mooring Programs)- Apricity's Mooring House Residential Treatment program served 216 men and women between November 1, 2020 and October 31, 2021.

Fox Valley Lutheran Homes- provided WiFi access and devices to 35 older adult tenants as they continued to isolate due to COVID-19. This program enhanced the mental and physical well-being of tenants and allowed them to keep their minds active by connecting with resources online and through technology.

LEAVEN, Inc.- prevented economically disadvantaged and vulnerable households from slipping into greater poverty and homelessness through their Emergency Assistance Program. The funds were used to provide rental assistance to 131 households.

Motel Voucher Program- The City of Appleton's Motel Voucher Program, in collaboration with the Appleton Area School District ensured that 27 households (110 individuals and families) experiencing homelessness had a safe, temporary place to stay until a more permanent housing solution was identified. The Motel Voucher Program includes a case management component, food, transportation, and connection to housing solutions.

Pillars, Inc.- Through the incorporation of an additional shelter case manager, 60 individuals experiencing homelessness were able to be connected to additional resources during their stay at the Adult Shelter. This resulted in an increase of successful exits from shelter, opening more space for others experiencing homelessness due to the economic effects of COVID-19.



Salvation Army of the Fox Cities- The Housing Retention Program provided rental assistance for 16 households (36 individuals) on the cusp of losing their housing due to nonpayment of rent, thereby preventing homelessness in the community.

Wisconsin Women’s Business Initiative Corporation (WWBIC)- provided four grants of \$10,000 to small businesses to ensure their survival and resiliency during the COVID-19 crisis and retention of jobs.

2020 CDBG-CV3- \$343,268

ADVOCAP, Inc.- Through an executed MOU, ADVOCAP provided street outreach, information and referrals, completed assessments, intakes, short-term case management, and services to five individuals living in unsheltered locations, such as cars, parks, abandoned buildings, and on the streets. The Street Outreach and Case Management role reached people who might not otherwise have sought assistance or come to the attention of the homelessness service system, and ensured that people’s basic needs were met while supporting them along pathways toward housing stability.

Motel Voucher Program- The City of Appleton’s Motel Voucher Program ensured that five individuals experiencing homelessness had a safe, temporary place to stay, as well as case management, food, transportation, and connection to housing solutions. Of the five served, three successfully retained permanent housing; one entered emergency shelter; and the other, unfortunately, returned to living in a place no meant for human habitation.

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives.91.520(g)

Goal	Category	Source / Amount	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
Admin	Admin	CDBG: \$82,433	Other	5	2	40%	1	1	100%
Homebuyer assistance	Affordable Housing	CDBG: \$6,000	HH Assisted	25	9	36%	4	5	125%
Improve & maintain housing stock	Affordable Housing	CDBG: \$307,892	Housing Unit	180	80	44%	41	44	107%
Public facilities improvement & maintenance	Non-Housing Comm Dev	CDBG: \$66,528	Persons Assisted	1,300	1,982	152%	1,541	975	63%
Public services		CDBG: \$618,284	Persons Assisted	800	2,522	315%	289	469	162%
Economic Development WWBIC 8/8	Businesses	CDBG: \$108,030	Business Assisted	4	8	200%	4	8	200%

Table 1 - Accomplishments – Program Year & Strategic Plan to Date *Note: This table captures accomplishments only for City of Appleton residents that were served for the 2021 program year, and includes funding sources: CDBG, CDBG-CV1, and CDBG-CV3.

Assess how the jurisdiction’s use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

The City of Appleton's 2021 CDBG funding, including CV Rounds 1 and 3, primarily focused on public service activities that prevented, prepared for, and responded to the COVID-19 pandemic. However, several allocations were made that address public facility improvements and maintaining existing affordable housing stock. All funded projects addressed Strategic Plan objectives (decent housing, suitable living environments, and expanded economic opportunities) and high priority needs under the 2020-2024 Consolidated Plan (housing rehabilitation, public facility improvements, public services, and economic development).

Describe the families assisted (including the racial and ethnic status of families assisted). 91.520(a)

CV1 & CV3

<u>Race</u>	<u>CDBG</u>
White	588
African American	107
Asian	20
Native Hawaiian or Pacific Islander	4
American Indian	68
Multi-Racial	5
Total	792

<u>Race</u>	<u>CDBG</u>
Hispanic	54
Not Hispanic	738
Total	792

2021 Entitlement

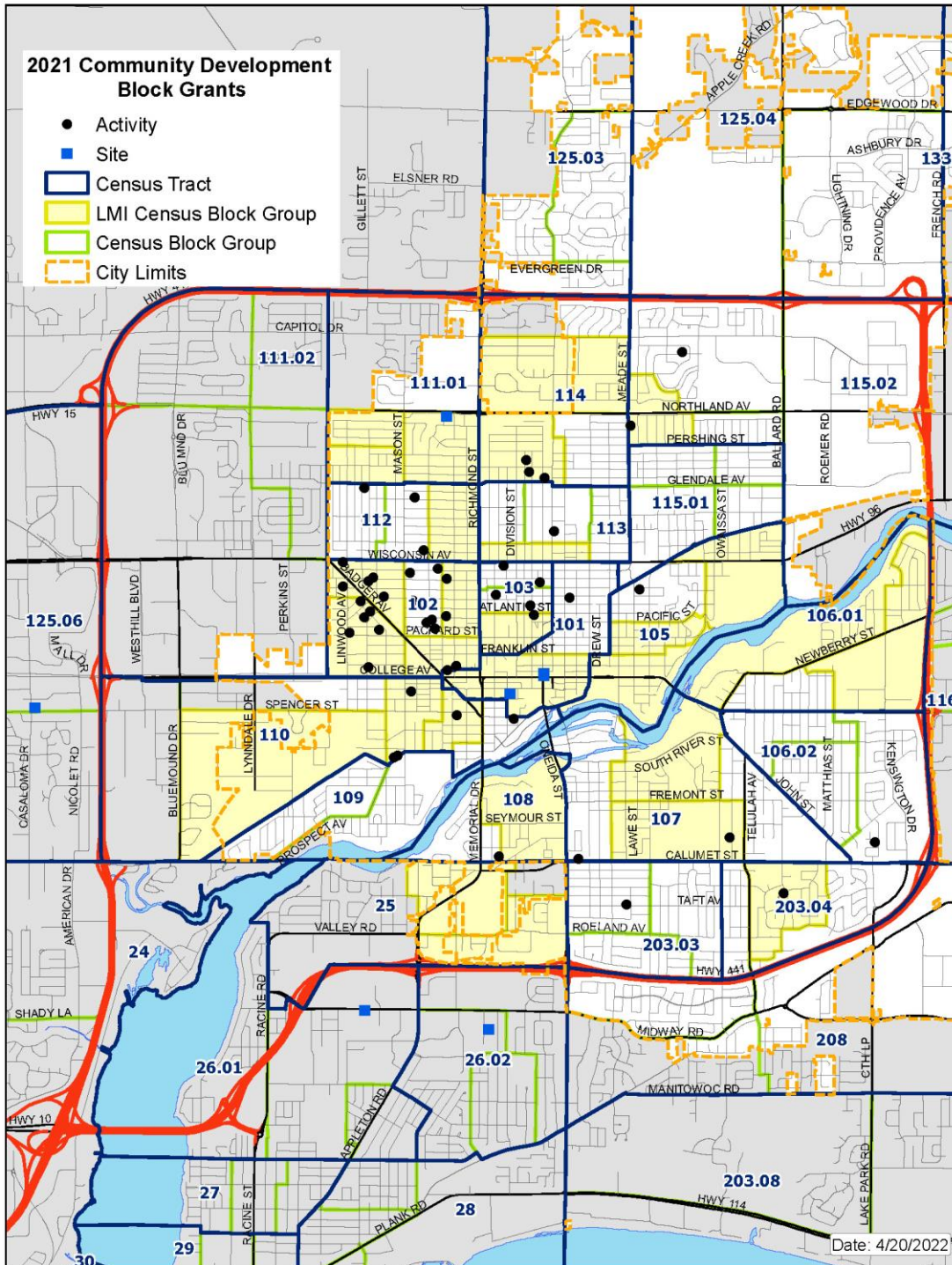
<u>Race</u>	<u>CDBG</u>
White	951
African American	169
Asian	35
Native Hawaiian or Pacific Islander	39
American Indian	30
Multi-Racial	5
Total	1,229

<u>Race</u>	<u>CDBG</u>
Hispanic	401
Not Hispanic	828
Total	1,229

Table 2 – Table of assistance to racial and ethnic populations by source of funds (HUD Report PR-23)

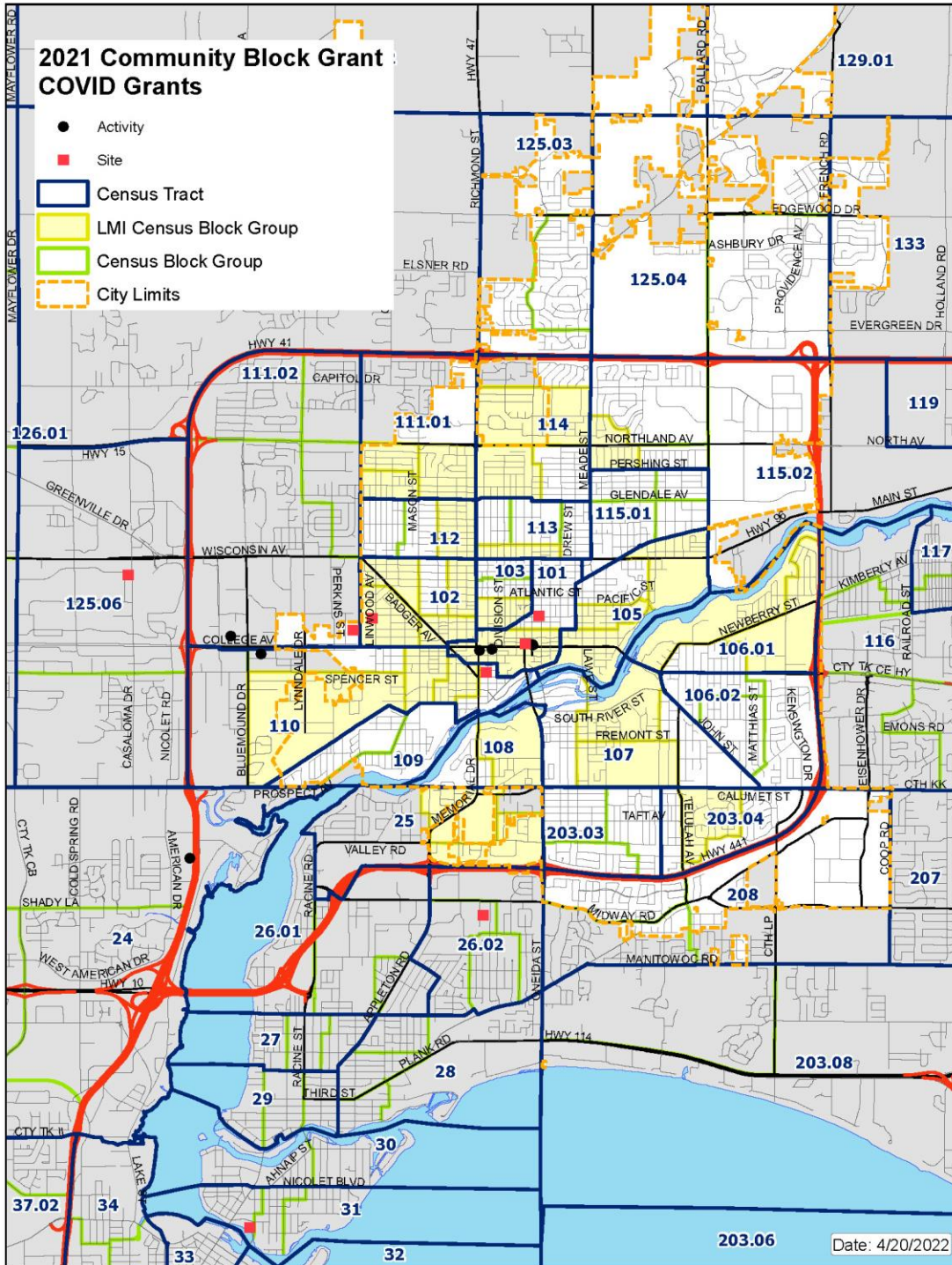
**Note: These tables capture accomplishments for City of Appleton residents that were served for the 2021 program year, and includes funding sources: CDBG, CDBG-CV1, and CDBG-CV3.*

A map has been attached to this report (2021 CDBG LMI) that depicts the location of the 2021-funded activities. "Site" represents locations where these projects originate, while "Activity" represents locations where CDBG-funded projects occurred (i.e. housing rehabilitation). LMI Block Groups are outlined and Blocks are shaded according to minority percentages.



Map 1- 2021 CDBG LMI

A map has been attached to this report (2021 CDBG-CV LMI) that depicts the location of the 2021 CV-funded activities. "Site" represents locations where these projects originate, while "Activity" represents locations where CDBG-funded projects occurred (i.e. housing rehabilitation). LMI Block Groups are outlined and Blocks are shaded according to minority percentages.



Map 2- 2021 CDBG-CV LMI

RESOURCES & INVESTMENTS (CR-15)

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	Public- federal	\$972,345.65	\$868,753.76
CDBG-CV	Public- federal	\$691,523.00	\$378,710.99
		\$1,663,868.65	\$1,247,464.75

Table 3 – Resources Made Available (HUD Report PR-26, as of March 14, 2022)

All of the 2021 program year subrecipients utilized several other funding resources for the successful implementation of their programs and activities. The City of Appleton gives preference to CDBG applicants who can demonstrate well-established budgets utilizing various funding sources.

The resources directly reflected in this report include: CDBG grant subawards and program income generated from the Appleton Housing Authority and the City of Appleton's Homeowner Rehabilitation Loan Program (HRLP).

Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

While the City of Appleton does not implement a match requirement associated with CDBG funding, no activity or program operated solely with CDBG funding. Many of the 2021 CDBG subrecipients and CDBG-CV subrecipients utilized several other funding resources for the successful implementation of their programs.

Subrecipient	Type of Resource	Type of Funds	Total Amount of Resource
Appleton Housing Authority (Total Leverage = \$25,845)	State of WI- HOME	Grant for down payment & rehab	\$25,845.00
*Apricity, Inc (DBA The Mooring Programs) (Total Leverage = \$32,900)	Private Funds	Agency general fund	\$5,180.00
	Government	Grants	\$860.00
	Private Funds	Grants/Donations	\$26,860.00
City of Appleton- Motel Voucher Program (Total Leverage = \$27,453)	Other Federal Funds	Emergency Solutions Grant (ESG)	\$27,453.00
Fox Valley Lutheran Homes (Total Leverage = \$650)	In-Kind	Volunteer Support	\$400.00
	Private	Donations	\$250.00



Habitat for Humanity <i>(Total Leverage = \$326,841)</i>	State of WI- SHOP	Grant	\$167,244.00
	In-Kind	Materials & Labor	\$30,549.00
	Private	Grant	\$129,048.00
Homeowner Rehabilitation Loan Program <i>(Total Leverage = \$472,314)</i>	CDBG Program Income	Grant	\$336,603.00
	State of WI- HOME Program Income	Grant	\$103,736.00
	Lead Hazard Control Program Income	Grant	\$31,975.00
*LEAVEN <i>(Total Leverage = \$2,216,872)</i>	Local	Churches/Businesses/Corporations	\$143,814.00
	Private	Grants/Foundations/Organizations	\$515,272.00
	Private	Donations	\$323,827.00
	Government	Grants	\$1,233,959.00
*Pillars <i>(Total Leverage = \$77,296.50)</i>	Private	Grants/Loans/Donations	\$77,296.50
Rebuilding Together Fox Valley <i>(Total Leverage = \$433,495.52)</i>	Private	Grants/Foundations/Businesses	\$235,573.33
	Private	Donations	\$146,464.19
	Fundraising	Donations	\$51,458.00
Salvation Army of the Fox Cities <i>(Total Leverage = \$77,891)</i>	Private	Donations/Appeals	\$77,891.00
*WWBIC <i>(Total Leverage = \$1,889,032)</i>	Federal	Office of Women's Business	\$150,000.00
	Local	Grants	\$59,032.00
	Federal	Grants	\$1,680,000.00

Table 4- Leveraging

***Indicates funding from both Entitlement and CV grants**

AFFORDABLE HOUSING (CR-20)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	0	0
Number of Non-Homeless households to be provided affordable housing units	41	44
Number of Special-Needs households to be provided affordable housing units	0	0
Total	41	44

Table 4- Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	158	247
Number of households supported through The Production of New Units	0	0
Number of households supported through Rehab of Existing Units	41	44
Number of households supported through Acquisition of Existing Units	0	0
Total	196	291

Table 5 - Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

Discuss how these outcomes will impact future annual action plans.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Persons Served	CDBG Actual	CDBG-CV Actual
Extremely Low-income	1,158	675
Low-income	137	74
Moderate-income	36	43
Total	1,331	792

Table 6 – Number of Persons Served

*Note: This table captures accomplishments only for City of Appleton residents that were served for the 2021 program year, and includes funding sources: CDBG, CDBG-CV1, and CDBG-CV3.

All of the City of Appleton's CDBG-funded activities for the 2021 program year, with the exception of the administrative activities, benefited low- to moderate-income persons and households.

HOMELESS & OTHER SPECIAL NEEDS (CR-25)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

Pillars Inc. employs a Street Outreach Team that connects with individuals who are unsheltered or staying in a place not meant for human habitation. The Street Outreach workers- while not financially supported through CDBG funding- connect with people and build rapport to ultimately offer mainstream resources.

ADVOCAP, Inc implemented a Street Outreach role within their table of organization. The Street Outreach worker provided street outreach, case management, and referral services to people living in unsheltered locations, such as cars, parks, abandoned buildings, and on the streets. The Street Outreach Case Manager reached people who might not otherwise seek assistance or come to the attention of the homelessness service system, and ensured that people's basic needs were met while supporting them along pathways toward housing stability. The Street Outreach Case Manager worked with several City of Appleton departments, including but not limited to Community and Economic Development, Health Department, Public Works, the Police Department, and the Library as well as referrals from local community partners, including but not limited to the Fox Cities Housing Coalition members.

As a resource to the Advocap Street Outreach worker, the **City of Appleton** deployed a **Motel Voucher Program**. This program ensured that individuals and families experiencing homelessness had a safe, temporary place to stay, until a more permanent housing solution was identified. The City of Appleton, and partnering agencies, issued motel vouchers only as a last resort on a case-by-case basis, when all shelters had been filled to capacity or there was a verified extenuating circumstance that prevented an individual or family from staying in a shelter. These partners included the Appleton Area School District, the Appleton Police Department, Advocap, and the Boys & Girls Club of the Fox Valley.

LEAVEN, Inc. utilizes an intake process that identifies people experiencing homelessness and assesses their situation to determine the best course of action. Depending on their ability to maintain housing, they are referred to a local/regional shelter or are assisted with securing permanent, affordable housing. Occasionally, and under extenuating circumstances, LEAVEN will assist with a short-term motel stay to get the households off of the streets.

Addressing the emergency shelter and transitional housing needs of homeless persons

The City of Appleton continued as the fiscal administrator for the Fox Cities Continuum of Care Rapid Re-Housing programs and the State of Wisconsin Emergency Homeless and Housing programs, serving as the lead agency and administering funds to Pillars Inc, Salvation Army of the Fox Cities, Harbor House, and ADVOCAP. Three of the four agencies also received either 2021 CDBG Entitlement funding or CDBG-CV funding, in an effort to maintain housing units and programs addressing the needs of individuals and families experiencing homelessness in the Appleton community.

LEAVEN collaborated closely with staff from local shelters and transitional programs to address the needs of people experiencing homelessness. COTS and Christine Ann Domestic Abuse Services



offer part-time, onsite services in the LEAVEN Community Resource Center, and proposals to expand and offer a satellite office near-downtown Appleton are being considered. In addition to efforts to connect clients to programs and services externally, LEAVEN receives referrals and coordinates efforts to secure housing or provide financial assistance for a motel stay to households experiencing homelessness.

The City of Appleton's Motel Voucher Program ensured that individuals and families experiencing homelessness had a safe, temporary place to stay, until a more permanent housing solution was identified. The City of Appleton issued motel vouchers when all other shelter options had been exhausted.

Pillars Inc operated two emergency shelters and a resource center, providing temporary shelter to both households with and without children. The Adult and Family Shelter served as a 24-hour shelter for households with and without children who were experiencing literal homelessness. The Adult Shelter served as a nighttime shelter only for households without children. Both shelters provided case management, access to supportive housing, and referrals to mainstream and specialized resources based on client need. Additionally, Pillars offered supportive housing programming to households experiencing homelessness, including households with children, household without children, survivors of domestic violence, veterans, and chronic homelessness.

ADVOCAP, Inc. implemented a Street Outreach role within their table of organization. The Street Outreach worker provided street outreach, case management, and referral services to people living in unsheltered locations, such as cars, parks, abandoned buildings, and on the streets. The Street Outreach Case Manager reached people who might not otherwise seek assistance or come to the attention of the homelessness service system, and ensured that people's basic needs were met while supporting them along pathways toward housing stability.

Salvation Army of the Fox Cities' Housing Retention Program offered up to 18 months of financial support and case management for families who were at-risk of becoming homeless. The assistance and case management allowed households to maintain their current housing while stabilizing their situation and preventing homelessness.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

While all 2021PY CDBG subrecipients focused their programs and efforts on serving low- and moderate-income families and individuals, several community agencies focused on preventing families and individuals from experiencing homelessness.

LEAVEN's financial assistance helped maintain and secure housing, thereby preventing homelessness in most instances. LEAVEN's resource coordination connected clients to programs and services that addressed both short and long-term barriers to housing and economic stability. Although the Community Resource Center was closed for half of 2021, resource coordination was still conducted virtually, allowing partners to monitor, track and complete referrals.

Salvation Army of the Fox Cities' Housing Retention Program offered up to 18 months of financial support and case management to families who are at-risk of becoming homeless. This assistance



and case management allowed households to maintain their current housing while stabilizing their situation and preventing homelessness.

The Prevention and Diversion Program at **Pillars, Inc.** is a case management program that offered security deposits and rental assistance on a short-term basis for households imminently at risk of becoming homeless throughout the 2021 program year. The program provided coaching, advocacy, support, and connection with clients as a means to further their journey toward healthy interdependence. By following a strengths-based, client-centered approach, Pillars was able to prevent these households from becoming homeless and entering a shelter.

Prior to discharge from residential treatment services, **Apricity (Mooring)** planned for individuals leaving treatment who might be homeless to secure housing. This included referral and facilitation to secure housing with other Apricity programming or other housing organizations throughout the state. Specifically, one primary option was Apricity's Single Living Program- which is a transitional therapeutic community living arrangement that provided extended recovery support.

Rebuilding Together Fox Valley played an important role in preventing homelessness by assisting low-income homeowners in addressing critical home modifications and repairs that impacted the health and safety of occupancy. To qualify to receive services from Rebuilding Together, homeowners must have a household income that is below 80 percent of the county median income, and do not qualify for other community assistance organizations. When forced to make decisions between providing necessities to the household- such as food, healthcare, etc- and repairing their home, homeowners defer the necessary home maintenance just to survive another month. The condition of the home continues to deteriorate month after month, until the home becomes a health and/or safety hazard.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The City of Appleton collaborated with several CDBG subrecipient organizations through the Fox Cities Housing Coalition, ensuring that a continuum of care strategy was implemented and executed appropriately in the community. Reports and local data indicated that individuals and families experiencing chronic homelessness in the Appleton community continues to be a concern. As a result, the City of Appleton worked closely with partners- including Pillars, Salvation Army, Habitat for Humanity, Rebuilding Together Fox Valley, LEAVEN, and ADVOCAP- to incorporate additional permanent supportive housing options into the community, which included successfully retaining additional federal funding to this cause.

LEAVEN's High-Risk Prevention Program addressed the needs of individuals imminently at-risk of homelessness because of the magnitude of their crisis or their chronic inability to meet their own basic needs. Case plans were written, goals were established, and expectations were set to promote self-sufficiency and prevent future episodes of homelessness. LEAVEN often partnered with other agencies, such as Fox Valley Veterans Council, Pillars, St. Vincent de Paul, Neenah-Menasha Emergency Society, Appleton Alliance Church, and other local churches to assist at higher levels to reduce a household's length of homelessness if not entirely.

Pillars Adult Shelter case manager was specifically hired in 2021 to help transition identified homeless persons to permanent housing and independent living. This role helped clients develop goals while also assisting them through navigation of systems and agencies. The case manager



helped clients stay focused and ensure their episode of homelessness was brief and did not reoccur.

PUBLIC HOUSING (CR-30)

Actions taken to address the needs of public housing

While the City of Appleton worked closely with the Appleton Housing Authority to address issues related to affordable housing, no portion of the 2021 CDBG funds were directly used to create or address needs of their public housing stock.

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

The **Appleton Housing Authority's** Homebuyer Program markets to other AHA programs, including the Family Self-Sufficiency and Public Housing Family programs. All of the 2021 Family Self-Sufficiency Program graduates had some contact with the Homebuyer Program for the purchase or future purchase of a home. The Homebuyer Program Manager worked with the Family Self-Sufficiency Program Support Specialist to provide pre-purchase goal planning for program participants.

The **Greater Fox Cities Habitat for Humanity** worked closely with the local housing authorities to encourage residents to prepare for the next step into homeownership. The case managers from the Appleton Housing Authority and the Outagamie County Housing Authority communicated regularly with Habitat to assist households to their next steps in the housing journey.

Actions taken to provide assistance to troubled PHAs

The Appleton Housing Authority was not designated as a trouble housing authority.

OTHER ACTIONS (CR-35)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

The City of Appleton worked closely with developers and homeowners that encountered barriers to affordable housing and guided them through any administrative channels they could utilize to overcome those barriers.

The **Homeownership Rehabilitation Loan Program** helped property owners maintain their homes so that they could continue to live in the home most affordable to them. Many of the homeowners had satisfied their mortgage, or have a low mortgage payment. With increased rents and an extremely competitive housing market, for most, homeownership is a better option for long-term affordability.

The homeowner down payment assistance administered by the **Appleton Housing Authority** made mortgage payments affordable for first-time homebuyers, and sometimes the funds provided supplemented a homeowner's down payment enough to avoid paying private mortgage insurance (PMI). Many times, affordable houses purchased were in significant need of rehabilitation and without the Housing Authority's rehabilitation assistance, upgrades would not have been affordable.



Habitat for Humanity is an equal housing opportunity program that reaches out to people of all populations. They provided families [that met guidelines] with the opportunity to own their own homes or rent at affordable rates. Habitat's marketing efforts encompass a wide spectrum of outreach to people who have faced barriers to housing.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

Pillars maintained more than 116 affordable housing units in their housing portfolio, and oftentimes included significant supportive services as a condition of the rental lease agreement. Of the total units, Pillars designated twenty units to serve individuals with special needs; 12 units to serve young adults suffering with mental health issues; six units to serve chronically homeless households; and several SRO properties primarily served clients who are currently homeless.

Rebuilding Together Fox Valley helped eliminate barriers to affordable housing by addressing critical home modifications and repair needs before the home became a health and safety hazard. By addressing issues early, RTFV helped preserve the stock of affordable housing available to low-income homeowners and homebuyers.

ADVOCAP, Inc. implemented a Street Outreach role as a means of identifying underserved needs in the community. This role is designed to identify and engage with households living in unsheltered locations, such as cars, parks, abandoned buildings, and on the streets, and determine how to connect them to community resources as they continue their journey to housing stability. One of those community resources, the **City of Appleton's Motel Voucher Program**, was available for households whose underserved needs include shelter access. Because a motel voucher is only administered when all other shelter options have been exhausted, this program truly ensures that engaged households have a safe place to stay until more stable housing is achievable.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

In all instances of affordable housing rehabilitation projects- including the **Appleton Housing Authority, Rebuilding Together Fox Valley, Habitat for Humanity**, and the **City of Appleton's Homeowner Rehabilitation Loan Program**- the units were inspected under multiple assessments, including lead risk. If lead hazards did exist, the organization was required to address the hazards as part of the rehabilitation, and at project completion, conduct clearance tests to ensure that the unit was lead safe.

The **Appleton Housing Authority** Homebuyer Program Manager holds a certificate for Housing Quality Standards (HQS) inspections and is a lead hazard investigator through the State of Wisconsin Department of Health Services. Prior to purchase, all homes received an HQS inspection, during which lead hazards were identified, if any. If lead hazards were identified, remediation was included in the rehabilitation component of the program. Eighty percent of the households that were assisted with AHA homeowner rehabilitation during the 2020PY required remediation of lead hazards.

The **Greater Fox Cities Habitat for Humanity** fosters a strong relationship with the Wisconsin Department of Health Services, and through the Lead Safe Homes Program completed full remediation work on all properties acquired and rehabilitated, ensuring the long-term safety and sustainability of the homes.

LEAVEN required that for any direct assistance payments extending beyond 100 days were subject to the Lead Safe Housing Rule and required a visual lead-based paint inspection. Additionally, all households that received assistance through LEAVEN were provided the "Protect Your Family from Lead in Your Home" pamphlet.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

By teaching teens to work in teams, develop a work ethic, and improve their engagement with others, the Summer of Services program offered through the **Appleton Police Department** provided students at-risk of not graduating from high school an opportunity to stay on track or get back on track. Failing to graduate high school

increases an individual's risk of living in poverty, substance abuse and addiction, and reduces future employment prospects.

The **Appleton Housing Authority** and **Habitat for Humanity** each provided mechanisms for breaking the cycle of poverty through their affordable homeownership programs. Obtaining a mortgage and affordable home for many low- to moderate-income families provides some stability with a lower cost of living and community investment. Additionally, Habitat offered supportive services to all families including job coaching, budget counseling, and provided access to education.

LEAVEN's Community Resource Center was specifically created to help clients transition from crisis management to self-sufficiency, and reduce the number of poverty-level families in the Appleton community. The Center incorporates an innovative service delivery model, ensuring the ability to address client challenges in a more comprehensive and systemic way. LEAVEN's community partners share the belief that together, a greater social change can be created than would be possible by an individual organization working alone. The Center's integrated support system provided a more holistic approach, inspiring people to improve their lives, realize their potential, and envision a better future for themselves and their families.

The safe, decent and affordable housing provided by **Pillars** helped households in poverty create a more stable life, and gain access to resources such as education, budgeting, employment and health and wellness. Clients were encouraged to collaborate with program case managers to generate goals and work plans toward achieving self sufficiency.

The **Mooring Program's** first step to move clients with substance use disorders out of poverty is to provide a foundation for recovery. By addressing clients' substance use disorders, staff helped them understand and recognize triggers that often led to the use of substances. Staff also taught clients to utilize tools learned in treatment to combat these triggers. In addition to providing high quality treatment, Apricity provided a continuum of care for clients with opportunities to secure transitional employment.

Rebuilding Together Fox Valley alleviated the expenses of home repairs for nine households by providing services at no cost to the homeowner. This allowed the household to redirect their money to other essential needs.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

Public institutions, non-profit organizations, and private companies comprise the institutional structure that supports the City of Appleton's community development activities, specifically as they relate to CDBG. The City of Appleton, as the major public sector component, served as the lead fiscal and administrative agent for all community development grant programs, including the Community Development Block Grant (CDBG) program, Continuum of Care/Permanent Supportive Housing program (COC PSH), and the Emergency Housing and Homeless program (EHH). The Community and Economic Development and Finance Departments worked together to administer these grants.

Through an active membership of the Fox Cities Housing Coalition- which is comprised of nonprofit and supportive service agencies in the community- the City of Appleton continued to encourage open lines of communication and discussion regarding community development needs in the area. Nearly all subrecipients funded during the 2020PY are active members of the Fox Cities Housing Coalition, which helps to coordinate and maintain the institutional structure of the community's continuum of care.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

The Fox Cities Housing Coalition continued to coordinate efforts between public and private housing providers and social service agencies. Each member agency in the Coalition worked to ensure that all individuals- whether



homeless, imminently at-risk of homelessness, or in need of affordable housing, or services- were provided the shelter and support necessary. This network ensures efficiency and effectiveness among the programs offered in the community, and makes every effort to eliminate duplication or redundancy.

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

The following impediments to fair housing were identified through the Metropolitan Milwaukee Fair Housing Council's research and interviews in 2019.

2019 Analysis of Impediments	
Impediment 1: Private-market housing discrimination	Housing discrimination complaint data verifies that discrimination is occurring based on many different protected classes
Impediment 2: Affordable housing location	The location of affordable housing can contribute to segregation or integration, as well as to the access a person has to opportunities such as education and employment
Impediment 3: Lack of affordable, accessible housing	
Impediment 4: Private market refusal to permit accommodations/modifications	
Impediment 5: Lending discrimination and disparities	Persons of color received a disproportionately low share of loan originations
Impediment 6: Critical shortage of affordable rental housing and limited housing assistance	

Table 7—City of Appleton: Analysis of Impediments to Fair Housing 2019

The City of Appleton contracted with the Metropolitan Milwaukee Fair Housing Council’s satellite office, the Fair Housing Center of Northeast Wisconsin (FHCNW) to conduct various fair housing program activities during the 2021-2022 contract year. These activities included:

Fair housing complaint intake, case management, and investigative services. FHCNW conducted intake of fair housing complaints from a total of 11 individuals in the City of Appleton. All complainants were provided with technical assistance as to their rights under federal, state, and local fair housing laws. FHCNW provides investigative services on a case-by-case basis in response to complaints, as well as additional case management services to complainants and formal referrals to administrative enforcement agencies when warranted.

Information and referral services. FHCNW provided informational and referral services to individuals with non-fair housing inquiries, including but not limited to topics such as tenant rights, subsidized housing, lease-related questions, repair concerns and evictions.

Technical assistance. One individual was provided technical assistance regarding the nature of modern housing discrimination and racial disparities in housing.



Fair housing presentations. FHCNW conducted four fair housing presentations in the City of Appleton, covering topics such as the protected classes and prohibited practices under federal, state, and local fair housing laws, contemporary forms of housing discrimination, and remedies to individuals who may have experienced illegal discrimination.

Fair housing training. A fair housing training seminar for owners and managers of rental property in the City of Appleton was hosted virtually on March 24, 2022.

Interagency meetings. FHCNW consistently participated in the local Fox Cities Housing Coalition, as well as the Appleton-based Multicultural Communications Committee. During these meetings, staff takes the opportunity to recruit volunteers, disseminate fair housing information, learn about housing trends and concerns observed by other professionals in the area, and build relationships with other organizations.

Distribution of fair housing materials. Throughout the grant year, FHCNW distributed fair housing education materials that describe the protected classes and prohibited practices. A total of 592 fair housing information materials were disbursed between 20 organizations and agencies.

MONITORING (CR-40)

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

Ensuring that CDBG funds are utilized efficiently and effectively is continuous throughout each program year. The procedures associated with monitoring activities and assuring that the activities are meeting objectives and goals set forth in the 2020-2024 Consolidated Plan are initiated during the annual application process.

In 2021, applications were received and reviewed for eligibility by staff in the City of Appleton's Community and Economic Development Department. An Advisory Board, comprised of City Council members, City Committee members, and community agency members with experience in grant awarding were responsible for identifying which eligible activities proposed met the greatest need in the community. Recommendations by the Advisory Board were then approved by the City of Appleton's Community and Economic Development Committee, and then the City Council.

The "return on investment" was highly scrutinized throughout the entire allocation process. Meeting high priority needs and objectives, as identified in the 2020-2024 Consolidated Plan, was emphasized to both applicants and reviewers, magnifying the importance the City of Appleton places on community-identified needs and priorities.

Risk assessments were completed shortly after preliminary allocation, and projects requiring additional oversight and technical assistance were identified. Monitoring visits were conducted early in the program year [on projects determined to be of higher risk early] in the program year to ensure agencies were able to remain compliant and meet expectations.

Throughout the 2021 CDBG program year, awarded subrecipients submitted accomplishment reports and payment requests documenting the progress made by their activities. These reports and requests were used by City of Appleton staff to track activity accomplishments, expenditure accuracy, and record keeping. Sufficient documentation, reasonable expenses, and qualifying activities were evaluated. Failure to submit, or identified discrepancies in any of these areas, also triggered additional technical assistance and/or monitoring.



CITIZEN PARTICIPATION PLAN (CR-45)

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

Citizens were provided with two separate opportunities for public comment: a 30-day public comment period and a public hearing at a regularly-scheduled meeting of the City of Appleton's Community and Economic Development Committee. The public comment period was open May 2, 2022, through May 31, 2022, and the public hearing was held during the June 8, 2022, Community and Economic Development Committee meeting. Comments and views of citizens were taken into consideration and included within the CAPER, as appropriate.

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

There were no changes in program objectives during the 2021 program year, and the City of Appleton does not anticipate making any changes to the programming.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

HOME/ADDI

The City of Appleton did not receive any HOME/ADDI funds during the 2021 program year.

HOPWA

The City of Appleton did not receive any HOPWA funds during the 2021 program year.





"...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: Chris Stempa, Utilities Deputy Director

DATE: May 23, 2022

RE: *Award: 2022 AWWTP Preliminary Heat Exchanger and Blended Sludge Piping Replacement Project Engineering Services Amendment #1 increasing the McMahon total contract amount by \$3,800 from \$26,300 to \$30,100 and increase contingency from \$2,630 to \$4,000 for a Project Total not to exceed \$34,100*

BACKGROUND:

The Appleton Wastewater Treatment Plant (AWWTP) Preliminary Heat Exchanger and Blended Sludge Piping Replacement Project engineering service contract was awarded to McMahon by Common Council on February 16, 2022. The project scope originally included the Preliminary Heat Exchanger (HEX) replacement and Blended Sludge pipe replacement in M-K Tunnel. It also included the installation of an access ladder, fall support, and recladding of the Raw Sludge Blend Tank.

Contract Amendment #1 would include preliminary design, bidding, and construction management services associated with the replacement of the Grit Vortex System drive mechanisms. There was \$292,500 allocated in the 2022 budget as part of the Grit Trap Vortex System Drive Replacement CIP. The recommendation for advancing this contract amendment is to take advantage of parallel engineering activities within McMahon's existing contract. It provides an opportunity to receive greater value through economy of scale engineering services and public bid construction.

SUMMARY

The cost of additional engineering services outlined as part of the McMahon Contract Amendment #1 totals \$3,800. This amendment would result in the contract amount increasing from \$26,300 to \$30,100. I also request that the amount of contingency be increased from \$2,630 to \$4,000 to account for unknowns encountered during construction. If approved, the revised not to exceed contract amount would be \$34,100. If you have any questions regarding this project, please contact Chris Stempa at ph: 832-5945.

Department of Public Works – Engineering Division

MEMO

TO: Utilities Committee

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

DATE: May 26, 2022

RE: Amend 2022A Stormwater Management Plan Review contract with Brown and Caldwell by an increase of \$20,000 for a total contact amount not to exceed \$67,500.

The Department of Public Works is requesting an amendment to the contract with Brown and Caldwell (BC) for 2022 Stormwater Management Plan Reviews by an increase of \$20,000 for a total contact amount not to exceed \$67,500. After this contract amendment, \$ 331,500 will remain in the 2022 stormwater consulting budget.

Due to the number of stormwater management plans submitted in 2022, the number of plans expected to be submitted yet this summer and the coordination needed for larger projects, the original contact amount of \$47,500 is anticipated to be expended soon. Also, due to the staff change at the Erosion Control Inspector position, BC is also assisting the City with reviewing erosion control plans on larger sites that have additional WDNR requirements.

Work under this contract is charged on an hourly basis and is therefore only used as needed. In order to keep projects moving forward, staff is requesting this amendment now, before the current contract is completely spent.

Compliance Maintenance Annual Report

Appleton Wastewater Treatment Facility

Last Updated: Reporting For:
5/25/2022 **2021**

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	8.4403	x	362	x	8.34	=	25,459
February	8.4771	x	322	x	8.34	=	22,730
March	13.6097	x	120	x	8.34	=	13,621
April	13.1000	x	197	x	8.34	=	21,468
May	11.3142	x	110	x	8.34	=	10,332
June	10.5103	x	266	x	8.34	=	23,317
July	15.0019	x	257	x	8.34	=	32,092
August	13.3377	x	284	x	8.34	=	31,591
September	9.5717	x	307	x	8.34	=	24,467
October	7.7035	x	314	x	8.34	=	20,142
November	7.5393	x	304	x	8.34	=	19,115
December	9.0229	x	304	x	8.34	=	22,839

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	24.2	x	90	=	21.78
		x	100	=	24.2
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	0	0
April	1	0	0	0	0
May	1	0	0	0	0
June	1	0	0	0	0
July	1	0	0	0	0
August	1	0	0	0	0
September	1	0	0	0	0
October	1	0	0	0	0
November	1	0	0	0	0
December	1	0	0	0	0
Points per each		2	1	3	2
Exceedances		0	0	0	0
Points		0	0	0	0
Total Number of Points					0

0

Compliance Maintenance Annual Report

Appleton Wastewater Treatment Facility

Last Updated: Reporting For:
5/25/2022 2021

3. Flow Meter

3.1 Was the influent flow meter calibrated in the last year?
 Yes Enter last calibration date (MM/DD/YYYY)

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. 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 gallons

No

Holding Tanks

Yes 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.

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:
5/25/2022 **2021**

<p>6.2 Did your facility accept hauled industrial wastes, landfill leachate, etc.?</p> <ul style="list-style-type: none"><input checked="" type="radio"/> Yes<input type="radio"/> No <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> <p>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.</p>

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:
5/25/2022 **2021**

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	7	1	0	0
February	25	22.5	8	1	0	0
March	25	22.5	7	1	0	0
April	25	22.5	5	1	0	0
May	25	22.5	5	1	0	0
June	25	22.5	5	1	0	0
July	25	22.5	4	1	0	0
August	25	22.5	4	1	0	0
September	25	22.5	4	1	0	0
October	25	22.5	5	1	0	0
November	25	22.5	6	1	0	0
December	25	22.5	6	1	0	0

* Equals limit if limit is <= 10

Months of discharge/yr	12		
Points per each exceedance with 12 months of discharge		7	3
Exceedances		0	0
Points		0	0
Total number of points			0

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:
5/25/2022 **2021**

<p><input checked="" type="radio"/> No If Yes, please explain: <input type="text"/></p> <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? <input type="radio"/> Yes <input checked="" type="radio"/> No If Yes, please explain: <input type="text"/></p> <p>4.3 If the biomonitoring (WET) test did not pass, were steps taken to identify and/or reduce source(s) of toxicity? <input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A Please explain unless not applicable: <input type="text"/></p>	
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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:
5/25/2022 **2021**

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	2	1	0	0
February	30	27	6	1	0	0
March	30	27	4	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	2	1	0	0
September	30	27	1	1	0	0
October	30	27	4	1	0	0
November	30	27	4	1	0	0
December	30	27	4	1	0	0
* Equals limit if limit is <= 10						
Months of Discharge/yr				12		
Points per each exceedance with 12 months of discharge:					7	3
Exceedances					0	0
Points					0	0
Total Number of Points						0

0

NOTE: For systems that discharge intermittently to state waters, the points per monthly exceedance for this section shall be based upon a multiplication factor of 12 months divided by the number of months of discharge.

Example: For a wastewater facility discharging only 6 months of the year, the multiplication factor is $12/6 = 2.0$

1.2 If any violations occurred, what action was taken to regain compliance?

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

Compliance Maintenance Annual Report

Appleton Wastewater Treatment Facility

Last Updated: Reporting For:
5/25/2022 **2021**

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 Exceedance	Effluent Weekly Average for Week 1	Effluent Weekly Average for Week 2	Effluent Weekly Average for Week 3	Effluent Weekly Average for Week 4	Weekly Permit Limit Exceedance
January	10		11.673	1					
February	10		14.173	1					
March	10		1.745	0					
April	11		1.623	0					
May	11		1.002	0					
June	4.4		.522	0					
July	4.4		.361	0					
August	4.4		.254	0					
September	4.4		.12	0					
October	18		.498	0					
November	18		.689	0					
December	18		1.378	0					
Points per each exceedance of Monthly average:									10
Exceedances, Monthly:									2
Points:									20
Points per each exceedance of weekly average (when there is no monthly average):									2.5
Exceedances, Weekly:									0
Points:									0
Total Number of Points									20

20

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 limits were exceeded in January and February due to construction activities as part of our 2019 Improvements Project, which included modification of our BFP filtrate piping. While work was in progress, ammonia rich BFP filtrate was directed upstream of our aeration tanks, instead of the re-aeration passes in the aeration tanks. This change resulted in less effective ammonia removal. Since the completion of the work to modify the filtrate piping, effluent ammonia limits have been met.

Total Points Generated	20
Score (100 - Total Points Generated)	80
Section Grade	C

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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	0.271	1	0
February	1	0.334	1	0
March	1	0.218	1	0
April	1	0.194	1	0
May	1	0.211	1	0
June	1	0.249	1	0
July	1	0.156	1	0
August	1	0.209	1	0
September	1	0.186	1	0
October	1	0.373	1	0
November	1	0.280	1	0
December	1	0.180	1	0
Months of Discharge/yr			12	
Points per each exceedance with 12 months of discharge:				10
Exceedances				0
Total Number of Points				0

0

NOTE: For systems that discharge intermittently to waters of the state, the points per monthly exceedance for this section shall be based upon a multiplication factor of 12 months divided by the number of months of discharge.

Example: For a wastewater facility discharging only 6 months of the year, the multiplication factor is $12/6 = 2.0$

1.2 If any violations occurred, what action was taken to regain compliance?

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

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Biosolids Quality and Management

1. Biosolids Use/Disposal

1.1 How did you use or dispose of your biosolids? (Check all that apply)

- Land applied under your permit
- Publicly Distributed Exceptional Quality Biosolids
- Hauled to another permitted facility
- Landfilled
- Incinerated
- Other

NOTE: If you did not remove biosolids from your system, please describe your system type such as lagoons, reed beds, recirculating sand filters, etc.

1.1.1 If you checked Other, please describe:

Utilized the Appleton Composting Facility at Outagamie County Landfill.

2. Land Application Site

2.1 Last Year's Approved and Active Land Application Sites

2.1.1 How many acres did you have?

14619.80 acres

2.1.2 How many acres did you use?

1000 acres

2.2 If you did not have enough acres for your land application needs, what action was taken?

2.3 Did you overapply nitrogen on any of your approved land application sites you used last year?
o Yes (30 points)

- No

2.4 Have all the sites you used last year for land application been soil tested in the previous 4 years?

- Yes
- o No (10 points)
- o N/A

3. Biosolids Metals

Number of biosolids outfalls in your WPDES permit:

3.1 For each outfall tested, verify the biosolids metal quality values for your facility during the last calendar year.

Outfall No. 010 - Biosolids- Compost Class A

Parameter	80% of Limit	H.Q. Limit	Ceiling Limit	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	80% Value	High Quality	Ceiling
Arsenic		41	75									1.96	1.7				0	0
Cadmium		39	85									<.495	<.49				0	0
Copper		1500	4300									30	28.1				0	0
Lead		300	840									12.5	78				0	0
Mercury		17	57									<.584	<.579				0	0
Molybdenum	60		75									1.84	1.64			0		0
Nickel	336		420									7.13	7.14			0		0
Selenium	80		100									<1.15	1.43			0		0
Zinc		2800	7500									76.3	78				0	0

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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	<2.05		<9.08		<7.43		<7.43		<2.56		<7.08			0	0
Cadmium		39	85	.09		<.214		<.19		<.174		<.06		<.167			0	0
Copper		1500	4300	86		83		64		71		80		82			0	0
Lead		300	840	3.42		4.92		5		3.23		3.68		5.02			0	0
Mercury		17	57	<.11		.25		<.13		<.114		<.134		.131			0	0
Molybdenum	60		75	4.66		5.14		2.6		3.43		5.25		3.77		0		0
Nickel	336		420	8.93		9.53		9.7		9.71		10		11		0		0
Selenium	80		100	<1.81		<8.03		<7.2		<6.54		<2.26		<6.26		0		0
Zinc		2800	7500	138		150		127		137		151		148			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														0	0
Cadmium		39	85														0	0
Copper		1500	4300														0	0
Lead		300	840														0	0
Mercury		17	57														0	0
Molybdenum	60		75													0		0
Nickel	336		420													0		0
Selenium	80		100													0		0
Zinc		2800	7500														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.

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Outfall Number:	003
Biosolids Class:	B
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	01/01/2021 - 02/28/2021
Density:	21,135
Sample Concentration Amount:	CFU/G TS
Requirement Met:	Yes
Land Applied:	No
Process:	Anaerobic Digestion
Process Description:	Anaerobic digestion with a 24-day HRT at 95-98* (corrected per Kreski email 2/3/2022 ahp)

Outfall Number:	003
Biosolids Class:	B
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	03/01/2021 - 04/30/2021
Density:	19,941
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:	003
Biosolids Class:	B
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	05/01/2021 - 06/30/2021
Density:	10,435
Sample Concentration Amount:	CFU/G TS
Requirement Met:	Yes
Land Applied:	No
Process:	Anaerobic Digestion
Process Description:	Anaerobic digestion with a 38-day HRT as verified by the Van Kleeck Method

Outfall Number:	003
Biosolids Class:	B
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	07/01/2021 - 08/31/2021
Density:	7,777
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

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Outfall Number:	003
Biosolids Class:	B
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	09/01/2021 - 10/31/2021
Density:	19,922
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:	003
Biosolids Class:	B
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	11/01/2021 - 12/31/2021
Density:	12,255
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:	010
Biosolids Class:	A
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	07/01/2021 - 09/30/2021
Density:	0
Sample Concentration Amount:	MPN/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Composting
Process Description:	The composting material maintained a temperature of 55° C or higher for 15 days or longer. During this period, a minimum of 5 windrow turns occurred

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Outfall Number:	010
Biosolids Class:	A
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	10/01/2021 - 12/31/2021
Density:	30
Sample Concentration Amount:	MPN/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Composting
Process Description:	The composting material maintained a temperature of 55° C or higher for 15 days or longer. During this period, a minimum of 5 windrow turns occurred

0

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):

5.1 Verify the following information. If any of the information is incorrect, use the Report Issue button under the Options header in the left-side menu.

Outfall Number:	003
Method Date:	01/12/2021
Option Used To Satisfy Requirement:	Volatile Solids Reduction
Requirement Met:	Yes
Land Applied:	No
Limit (if applicable):	>=38
Results (if applicable):	45.70

Outfall Number:	003
Method Date:	03/09/2021
Option Used To Satisfy Requirement:	Volatile Solids Reduction
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	>=38
Results (if applicable):	48.30

Outfall Number:	003
Method Date:	05/11/2021
Option Used To Satisfy Requirement:	Volatile Solids Reduction
Requirement Met:	Yes
Land Applied:	No
Limit (if applicable):	>=38
Results (if applicable):	48.70

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Outfall Number:	003
Method Date:	07/13/2021
Option Used To Satisfy Requirement:	Volatile Solids Reduction
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	>=38
Results (if applicable):	44.20

Outfall Number:	003
Method Date:	09/14/2021
Option Used To Satisfy Requirement:	Volatile Solids Reduction
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	>=38
Results (if applicable):	41.60

Outfall Number:	003
Method Date:	12/14/2021
Option Used To Satisfy Requirement:	Volatile Solids Reduction
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	>=38
Results (if applicable):	42.10

Outfall Number:	010
Method Date:	09/30/2021
Option Used To Satisfy Requirement:	Aerobic Composting Process
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	
Results (if applicable):	

Outfall Number:	010
Method Date:	12/31/2021
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?

6. Biosolids Storage

0

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<p>6.1 How many days of actual, current biosolids storage capacity did your wastewater treatment facility have either on-site or off-site?</p> <ul style="list-style-type: none"><input checked="" type="radio"/> \geq 180 days (0 Points)<input type="radio"/> 150 - 179 days (10 Points)<input type="radio"/> 120 - 149 days (20 Points)<input type="radio"/> 90 - 119 days (30 Points)<input type="radio"/> $<$ 90 days (40 Points)<input type="radio"/> N/A (0 Points) <p>6.2 If you checked N/A above, explain why.</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>	0
<p>7. Issues</p> <p>7.1 Describe any outstanding biosolids issues with treatment, use or overall management:</p> <div style="border: 1px solid black; padding: 2px;">None</div>	

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

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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">● Yes○ No <p>If No, please explain:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div> <p>Could use more help/staff for:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></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">● Yes○ No <p>If No, please explain:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></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">● Yes (Continue with question 2) <input type="checkbox"/><input type="checkbox"/>○ No (40 points) <input type="checkbox"/><input type="checkbox"/> <p>If No, please explain, then go to question 3:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></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">● Yes○ No (10 points) <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">● Yes<ul style="list-style-type: none">○ Paper file system○ Computer system● Both paper and computer system○ No (10 points)	0
<p>3. O&M Manual</p> <p>3.1 Does your plant have a detailed O&M and Manufacturer Equipment Manuals that can be used as a reference when needed?</p> <ul style="list-style-type: none">● Yes○ No	
<p>4. Overall Maintenance /Repairs</p> <p>4.1 Rate the overall maintenance of your wastewater plant.</p> <ul style="list-style-type: none">○ Excellent● Very good○ Good○ Fair○ Poor <p>Describe your rating:</p>	

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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

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Operator Certification and Education

1. Operator-In-Charge

1.1 Did you have a designated operator-in-charge during the report year?

- Yes (0 points)
- No (20 points)

Name:

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

0

2.2 Was the operator-in-charge certified at the appropriate level and subclass(es) to operate this plant? (Note: Certification in subclass SS is required 5 years after permit reissuance.)

- Yes (0 points)
- No (20 points)

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

4.1 If you had a designated operator-in-charge, was the operator-in-charge earning Continuing Education Credits at the following rates?

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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.	
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Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

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Financial Management

1. Provider of Financial Information		
Name:	<input type="text" value="Kelli Rindt"/>	
Telephone:	<input type="text" value="920-832-6316"/>	(XXX) XXX-XXXX
E-Mail Address (optional):	<input type="text" value="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) <input type="checkbox"/>		
○ No (40 points)		
If No, please explain:		
<input type="text"/>		
2.2 When was the User Charge System or other revenue source(s) last reviewed and/or revised?		
Year:	<input type="text" value="2020"/>	0
● 0-2 years ago (0 points) <input type="checkbox"/>		
○ 3 or more years ago (20 points) <input type="checkbox"/>		
○ N/A (private facility)		
2.3 Did you have a special account (e.g., CWFPP required segregated Replacement Fund, etc.) or financial resources available for repairing or replacing equipment for your wastewater treatment plant and/or collection system?		
● Yes (0 points)		
○ No (40 points)		
REPLACEMENT FUNDS [PUBLIC MUNICIPAL FACILITIES SHALL COMPLETE QUESTION 3]		
3. Equipment Replacement Funds		
3.1 When was the Equipment Replacement Fund last reviewed and/or revised?		
Year:	<input type="text" value="2021"/>	
● 1-2 years ago (0 points) <input type="checkbox"/>		
○ 3 or more years ago (20 points) <input type="checkbox"/>		
○ N/A		
If N/A, please explain:		
<input type="text"/>		
3.2 Equipment Replacement Fund Activity		
3.2.1 Ending Balance Reported on Last Year's CMAR	\$	<input type="text" value="3,993,908.35"/>
3.2.2 Adjustments - if necessary (e.g. earned interest, audit correction, withdrawal of excess funds, increase making up previous shortfall, etc.)	\$	<input type="text" value="0.00"/>
3.2.3 Adjusted January 1st Beginning Balance	\$	<input type="text" value="3,993,908.35"/>
3.2.4 Additions to Fund (e.g. portion of User Fee, earned interest, etc.)	+	<input type="text" value="0.00"/>

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3.2.5 Subtractions from Fund (e.g., equipment replacement, major repairs - use description box 3.2.6.1 below*) -

\$ 67,970.58

3.2.6 Ending Balance as of December 31st for CMAR Reporting Year

\$ 3,925,937.77

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.

Unrealized investment losses due to market conditions.

3.3 What amount should be in your Replacement Fund?

\$ 2,550,822.81

0

Please note: If you had a CWFPP 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	8500000	2023
2	Receiving Station Improvements	330000	2022
3	Belt filter press upgrades	6000000	2023
4	Multi-Year Electrical Equipment Upgrade	3800000	2023
5	Multi-year HVAC Upgrades	2577000	2022
6	PLC & SCADA Upgrades	60000	2022
7	Marshall Heights Lift Station Improvements	400000	2024
8	Process Improvements - (Filtrate tank/piping, RAS pumps, WGB, Blended Sludge piping, Effluent Pumps, Primary Clarifier Drives)	3170269	2021
9	Lighting Upgrades	100000	2022
10	Roof Replacements	550000	2023
11	Multi-Year Driveway and Walkway Replacements	925675	2022
12	Glacier Ridge Lift Station	400000	2024
13	Summer St Lift Station	400000	2026
14	Secondary Clarifier Drive Replacements	200000	2022
15	Blended Sludge Piping Replacement	450000	2022
16	Grit Trap Vortex Drive Replacement	258750	2022
17	Phone/Wireless system upgrades	400000	2022
18	Elevator replacement	700000	2024
19	Building renovations	950000	2023

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5. Financial Management General Comments

None

ENERGY EFFICIENCY AND USE

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:

	Electricity Consumed (kWh)	Natural Gas Consumed (therms)
January	27,309	417
February	27,359	255
March	22,328	106
April	18,608	73
May	12,556	8
June	15,433	2
July	14,140	6
August	16,361	45
September	13,639	13
October	12,801	23
November	17,330	339
December	21,867	453
Total	219,731	1,740
Average	18,311	145

6.1.2 Comments:

None

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:

None

6.3 Has an Energy Study been performed for your pump/lift stations?

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- No
- Yes

Year:

2009

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, North Edgewood 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	744,000	261.65	2,843	789.23	943	5,819
February	789,600	237.36	3,327	636.44	1,241	26,038
March	830,400	421.90	1,968	422.25	1,967	2,029
April	722,400	393.00	1,838	644.04	1,122	2,351
May	789,600	350.74	2,251	320.29	2,465	12,545
June	784,800	315.31	2,489	699.51	1,122	6,904
July	879,928	465.06	1,892	994.85	884	8,735
August	908,027	413.47	2,196	979.32	927	425
September	909,819	287.15	3,168	734.01	1,240	172
October	970,321	238.81	4,063	624.40	1,554	302
November	900,000	226.18	3,979	573.45	1,569	1,103
December	955,200	279.71	3,415	708.01	1,349	3,551
Total	10,184,095	3,890.34		8,125.80		69,974
Average	848,675	324.20	2,786	677.15	1,365	5,831

7.1.2 Comments:

None

7.2 Energy Related Processes and Equipment

7.2.1 Indicate equipment and practices utilized at your treatment facility (Check all that apply):

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- Aerobic Digestion
- Anaerobic Digestion
- Biological Phosphorus Removal
- Coarse Bubble Diffusers
- Dissolved O2 Monitoring and Aeration Control
- Effluent Pumping
- Fine Bubble Diffusers
- Influent Pumping
- Mechanical Sludge Processing
- Nitrification
- SCADA System
- UV Disinfection
- Variable Speed Drives
- Other:

7.2.2 Comments:

Effluent pumping is an as-needed process dependent on WWTP inflow and river levels.

7.3 Future Energy Related Equipment

7.3.1 What energy efficient equipment or practices do you have planned for the future for your treatment facility?

Equipment replacement with energy efficient pumps and motors as well as optimization of process controls.
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

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Year: <input type="text" value="2004"/>
By Whom: <input type="text" value="Joe Cantwell - Focus on Energy"/>
Describe and Comment: <input type="text" value="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. As part of the plant electrical distribution project, two buildings currently heated by electricity will be converted to hot water heating."/>
<input type="checkbox"/> Part of the facility
Year: <input type="text"/>
By Whom: <input type="text"/>
Describe and Comment: <input type="text"/>

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

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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 2021, \$5,115,000 was budgeted for sewer reconstruction and \$920,000 was budgeted for maintenance. Specific 2021 goals included System cleaning: 55%; Defects to correct: 23; televising and root control: 13%; Spot Repairs: 23; Trouble call responses: 30; Blockages removed: 3; Cross-connections identified: 1; protruding taps removed: 3; General reduction in I/I through clear water inspection program. These goals are consistent with the 2021 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) 2020-11-30

Does your sewer use ordinance or other legally binding document address the following:

- Private property inflow and infiltration

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New sewer and building sewer design, construction, installation, testing and inspection
 Rehabilitated sewer and lift station installation, testing and inspection
 Sewage flows satellite system and large private users are monitored and controlled, as necessary
 Fat, oil and grease control
 Enforcement procedures for sewer use non-compliance
 Operation and Maintenance [NR 210.23 (4) (d)]
 Does your operation and maintenance program and equipment include the following:
 Equipment and replacement part inventories
 Up-to-date sewer system map
 A management system (computer database and/or file system) for collection system information for O&M activities, investigation and rehabilitation
 A description of routine operation and maintenance activities (see question 2 below)
 Capacity assessment program
 Basement back assessment and correction
 Regular O&M training
 Design and Performance Provisions [NR 210.23 (4) (e)]
 What standards and procedures are established for the design, construction, and inspection of the sewer collection system, including building sewers and interceptor sewers on private property?
 State Plumbing Code, DNR NR 110 Standards and/or local Municipal Code Requirements
 Construction, Inspection, and Testing
 Others:

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:

0

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	50.9	% of system/year
Root removal	1.1	% of system/year
Flow monitoring	1.8	% of system/year
Smoke testing	0.0	% of system/year
Sewer line televising	14.1	% of system/year

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Manhole inspections	13.6	% of system/year
Lift station O&M	12	# per L.S./year
Manhole rehabilitation	.21	% of manholes rehabbed
Mainline rehabilitation	.29	% of sewer lines rehabbed
Private sewer inspections	.28	% of system/year
Private sewer I/I removal	0.0	% of private services
River or water crossings	0.0	% of pipe crossings evaluated or maintained

Please include additional comments about your sanitary sewer collection system below:

No additional comments.

3. Performance Indicators

3.1 Provide the following collection system and flow information for the past year.

34.22	Total actual amount of precipitation last year in inches
32	Annual average precipitation (for your location)
329	Miles of sanitary sewer
14	Number of lift stations
0	Number of lift station failures
3	Number of sewer pipe failures
41	Number of basement backup occurrences
41	Number of complaints
10.6	Average daily flow in MGD (if available)
15.0	Peak monthly flow in MGD (if available)
42.1	Peak hourly flow in MGD (if available)

3.2 Performance ratios for the past year:

0.00	Lift station failures (failures/year)
0.01	Sewer pipe failures (pipe failures/sewer mile/yr)
0.00	Sanitary sewer overflows (number/sewer mile/yr)
0.12	Basement backups (number/sewer mile)
0.12	Complaints (number/sewer mile)
1.4	Peaking factor ratio (Peak Monthly:Annual Daily Avg)
4.0	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
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.

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5. Infiltration / Inflow (I/I)

5.1 Was infiltration/inflow (I/I) significant in your community last year?

Yes

No

If Yes, please describe:

Rain events in June, July, and August, increased influent flows above the average daily flow for the year.

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:

None

5.4 What is being done to address infiltration/inflow in your collection system?

The following activities are being performed to address inflow/infiltration:

a. 850 manhole Inspections

b. 13 manholes rehabilitated

c. 46 miles of sanitary mains televised

d. 0.95 miles of sewer pipe rehabilitated

e. 69 sanitary manhole seals installed

f. 239 laterals replaced

g. 75 basement inspections in conjunction with plumbing inspections and water meter maintenance, to identify and eliminate illegal clear water connections to the sanitary system.

This number is lower than typical due to COVID restrictions throughout 2021. 7 violations were found or corrected.

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

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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	C	2	5	10
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
TOTALS			37	138
GRADE POINT AVERAGE (GPA) = 3.73				

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)

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2021

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 = C

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. = 3.73

43-22

AN ORDINANCE AMENDING CHAPTER 23 OF THE MUNICIPAL CODE OF THE CITY OF APPLETON AND THE OFFICIAL ZONING MAP WHICH IS A PART THEREOF, BY MAKING THE FOLLOWING CHANGES IN THE DISTRICT AS NOW PROVIDED.

(City Plan Commission 6-15-2022)

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

Section 1: That Zoning Ordinance, Chapter 23 of the Municipal Code of the City of Appleton and the Official Zoning Map, which is a part thereof, is amended by making the following changes:

To rezone lands located on North French Road, bordered by East Glory Lane, North Providence Avenue and East Ashbury Drive (Parcel #31-1-7400-00), including the adjacent one-half (1/2) right-of-way, from R-1A Single-Family District to P-I Public Institutional District. (Rezoning #3-22 – Apostolic Truth Church – North French Road)

LEGAL DESCRIPTION:

SEC7 T21N R18E PRT N1/2 SE NE COM E1/4 COR SEC 7 N1306.42FT W48.98FT TO POB TH W670.84FT S648.44FT E674.75FT N645.19FT TO POB AND LOT 1 OF CSM 2720 LE SS DOC 1676937 & LESS DOC 1680547, INCLUDING THE ADJACENT ONE HALF (½) RIGHT OF WAY, CITY OF APPLETON, OUTAGAMIE COUNTY, WISCONSIN.

COMMON DESCRIPTION:

Parcel located on North French Road, bordered by East Glory Lane, North Providence Avenue and East Ashbury Drive (Tax Id #31-1-7400-00) and the adjacent one-half right-of-way

Section 2: This Ordinance shall be in full force and effect from and after its passage and publication, and upon its passage and publication the Director of Community and Economic Development is authorized and directed to make the necessary changes to the Official Zoning Map in accordance with this Ordinance.

**AN ORDINANCE AMENDING THE
COMPREHENSIVE PLAN FOR THE
CITY OF APPLETON.**

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

Section 1: The Comprehensive Plan 2010-2030 Future Land Use Map for the following area of the city be amended as follows:

#2-22: For land located on North French Road, bordered by East Glory Lane, North Providence Avenue and East Ashbury Drive, City of Appleton, Outagamie County, Wisconsin (Parcel #31-1-7400-00) from future One- and Two-Family Residential land use and Multi-Family land use to future Public Institutional land use.

LEGAL DESCRIPTION:

SEC7 T21N R18E PRT N1/2 SE NE COM E1/4 COR SEC 7 N1306.42FT W48.98FT TO POB TH W670.84FT S648.44FT E674.75FT N645.19FT TO POB AND LOT 1 OF CSM 2720 LE SS DOC 1676937 & LESS DOC 1680547, INCLUDING THE ADJACENT ONE HALF (1/2) RIGHT OF WAY, CITY OF APPLETON, OUTAGAMIE COUNTY, WISCONSIN.

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