



City of Appleton

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

Meeting Agenda - Final Municipal Services Committee

Monday, March 22, 2021

4:30 PM

Council Chambers, 6th Floor

1. Call meeting to order
2. Roll call of membership
3. Approval of minutes from previous meeting

[21-0350](#) Minutes from March 8, 2021

Attachments: [Minutes from March 8, 2021.pdf](#)

4. Public Hearings/Apearances

5. Action Items

[21-0340](#) Approve State/Municipal Financial Agreement for improvements to the CTH CE eastbound right turn lane as part of the WIS441 Improvement Project.

Attachments: [CTH CE to WIS 441.pdf](#)

[21-0341](#) Approve Three Party Design Contract with the State of Wisconsin Department of Transportation and EXP US Services, Inc. for the design of the Olde Oneida Street Bridge over the South Mill Race in an amount not to exceed \$259,800 (City shave \$52,960).

Attachments: [Olde Oneida St Bridge-South Mill Race.pdf](#)

[21-0342](#) Approve Amendment No. 2 to Collins Engineers for Bridge Maintenance Design of the Lawe Street and Pacific Street Bridges in the amount of \$2,826 for a total revised not to exceed contract of \$61,303.80.

Attachments: [Bridge Maint. Design-Lawe St and Pacific St..pdf](#)

[21-0343](#) Approve parking restriction change on the 100 block of S. Morrison Street(Follow-up to Six-Month Trial Period).

Attachments: [Parking restrictions S. Morrison St.pdf](#)

[21-0344](#) Approve 15 MPH speed limit designation for the 800 block of W. Washington Street (Story Street to Bennett Street) for a six-month trial period.

Attachments: [800 W. Washington St-15 MPH speed limit.pdf](#)

[21-0345](#) Approve Intergovernmental Agreement with the Town of Grand Chute for the Apple Creek Court Resurfacing Project.

Attachments: [Town of Grand Chute-Apple Creek Court.pdf](#)

[21-0346](#) Request from Appleton Downtown Inc. for a street occupancy permit for Garden Art, May 21-23, 2021, in the College Avenue planters between Drew Street and Badger Avenue.

Attachments: [ADI-Garden Art May 21-23, 2021.pdf](#)

[21-0347](#) Request from Appleton Downtown Inc. for a street occupancy permit for Artful Chairs, June 18-20, 2021, in the College Avenue beautification strip between Drew Street and Badger Avenue.

Attachments: [ADI-Artful Chairs June 18-20, 2021.pdf](#)

[21-0348](#) Request from Appleton Downtown Inc. for a street occupancy permit for Chalk Walk, July 16-18, 2021, in the sidewalk area between Drew Street and Richmond Street.

[21-0349](#) Request from Appleton Downtown Inc. for a street occupancy permit for Paint Out, August 20, 2021, in the College Avenue beautification strip between Drew Street and Badger Avenue.

Attachments: [ADI-Paint out August 20, 2021.pdf](#)

[21-0354](#) Approve Memorandum of Understanding with Bird Rides, Inc to initiate a Dockless, Stand-up Electric Scooter Pilot Program for 2021.

Attachments: [Bird Ride Inc.pdf](#)

6. Information Items

7. Adjournment

Notice is hereby given that a quorum of the Common Council may be present during this meeting, although no Council action will be taken.

Reasonable Accommodations for Persons with Disabilities will be made upon Request and if Feasible.



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Meeting Minutes - Final Municipal Services Committee

Monday, March 8, 2021

4:30 PM

Council Chambers, 6th Floor

1. Call meeting to order

Aldersperson Firkus called the meeting to order at 4:30 p.m.

2. Roll call of membership

Present: 3 - Firkus, Prohaska and Wolff

Excused: 2 - Coenen and Otis

3. Approval of minutes from previous meeting

[21-0272](#)

Minutes from February 22, 2021

Attachments: [Minutes from February 22, 2021.pdf](#)

Aldersperson Coenen arrived at 4:35 p.m.

Aldersperson Otis arrived at 4:49 p.m.

Prohaska moved, seconded by Wolff, that the Minutes be approved. Roll Call.

Motion carried by the following vote:

Aye: 3 - Firkus, Prohaska and Wolff

Excused: 2 - Coenen and Otis

4. **Public Hearings/Appearances**

5. **Action Items**

[21-0273](#)

Review Driveway Opening Policy to possibly delete requirement #5 regarding neighboring property owners.

Attachments: [Driveway Opening Policy.pdf](#)

Prohaska moved, seconded by Wolff, that the Report Action Item be recommended for approval. Roll Call. Motion carried by the following vote:

Aye: 4 - Firkus, Coenen, Prohaska and Wolff

Excused: 1 - Otis

[21-0274](#)

Approve installation of standard parking meters in Soldier Square along with Passport pay-by-phone option.

Attachments: [Soldier Square parking meters.pdf](#)

Prohaska moved, seconded by Coenen, that the Report Action Item be recommended for approval. Roll Call. Motion carried by the following vote:

Aye: 5 - Firkus, Coenen, Otis, Prohaska and Wolff

[21-0275](#)

Request from Appleton Downtown, Inc. for a street occupancy permit for "Fiber Rain" to install yarn creations on planters, wayfinding kiosks and poles on College Avenue (600 W. College to 300 E. College) from April 12, 2021 through May 31, 2021.

Attachments: [ADI-Fiber Rain.pdf](#)

Coenen moved, seconded by Wolff, that the Report Action Item be recommended for approval. Roll Call. Motion carried by the following vote:

Aye: 5 - Firkus, Coenen, Otis, Prohaska and Wolff

[21-0277](#)

Request from Matt Miller to bag nine (9) meters on March 17, 2021 on Lawrence Street and Walnut Street for food pick-up at McGuinness Pub. This request was administratively denied based on the Downtown Parking & Meter Bag Policy. This request will not have time to go through the Council process.

Attachments: [Matt Miller request for meter bags.pdf](#)

Prohaska moved, seconded by Wolff, that the Report Action Item be recommended for approval. Roll Call. Motion carried by the following vote:

Aye: 4 - Firkus, Coenen, Prohaska and Wolff

Excused: 1 - Otis

6. Information Items

[21-0276](#)

Inspection Division Permit Summary Comparison Report for February, 2021.

Attachments: [Inspection Division Permit Summary-2-21.pdf](#)

7. Adjournment

Prohaska moved, seconded by Coenen, that the meeting be adjourned at 4:54 p.m. Roll Call. Motion carried by the following vote:

Aye: 5 - Firkus, Coenen, Otis, Prohaska and Wolff



**STATE/MUNICIPAL FINANCIAL
AGREEMENT FOR A STATE- LET
HIGHWAY PROJECT**

Date: March 9, 2021
I.D.: 4685-29-30/60
Road Name: STH 441
Title: Appleton, STH 441
Limits: USH 10 – N. Junction IH 41
County: Outagamie
Roadway Length: 5.46 miles

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

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

NOTE: This agreement addresses project costs for the City of Appleton only. Cost responsibilities for Outagamie County, noted in Table 1, will be addressed via separate agreement.

NEEDS AND ESTIMATE SUMMARY:

Existing Facility: The project is located on WIS 441 in Calumet and Outagamie Counties from just east of the USH 10 interchange and continues to the north junction with IH 41. Areas specific to this project agreement relate the County CE interchange with WIS 441. The existing eastbound County CE corridor between Kensington Drive and WIS 441 consists of (2) 12' lanes with curb and gutter on the inside shoulder and a 10' (8' paved) outside shoulder.

Proposed Improvement: In conjunction with the overall WIS 441 improvements, the Municipality has requested an extension of the County CE eastbound right turn lane between Kensington Drive and WIS 441.

Describe non-participating work included in the project and other work necessary to finish the project completely which will be undertaken independently by the municipality: Non-participating work will include the construction of the County CE right turn lane extension, sanitary sewer and water valve adjustments. Other Municipal costs are noted in Table 1 and Section 8 below.

TABLE 1: SUMMARY OF COSTS

Phase	Total Est. Cost	Federal/State		City of Appleton		Outagamie County	
		Funds	%	Funds	%	Funds	%
Design Engineering: ID 4685-29-30							
	\$ 250,000						
Priority 1 - Plan Development (City of Appleton)			0%	\$ 5,200	CAP		0%
Priority 2 - Plan Development (Outagamie County)			0%		0%	\$ 7,100	CAP
Priority 3 - Plan Development (State)		\$ 237,700	100%		0%		0%
**Construction: ID 4685-29-60							
Category 0010 - Roadway Items							
	\$ 5,211,800						
Priority 1 - Roadway Items		\$ 5,211,800	100%	\$ -	0%	\$ -	0%
Category 0020 - Non-Participating (City of Appleton)							
	\$ 145,200						
Priority 1 - Non-Participating		\$ -	0%	\$ 145,200	100%	\$ -	0%
Category 0030 - Non-Participating (Outagamie County)							
	\$ 220,000						
Priority 1 - Non-Participating		\$ -	0%	\$ -	0%	\$ 220,000	100%
Total Cost Distribution	\$ 5,827,000	\$ 5,449,500		\$ 150,400		\$ 227,100	

Note: **10% Construction delivery costs included in totals.

This request shall constitute agreement between the Municipality and the State; is subject to the terms and conditions that follow (pages [2] – [4]); is made by the undersigned under proper authority to make such request for the designated Municipality, upon signature by the State, and delivery to the Municipality. The initiation and accomplishment of the improvement will be subject to the applicable federal and state regulations. No term or provision of neither the State/Municipal Financial Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Financial Agreement.

Signed for and in behalf of the City of Appleton (please sign in blue ink)	
Name (print)	Title
Signature	Date
Signed for and in behalf of the State (please sign in blue ink)	
Name	Title
Signature	Date

TERMS AND CONDITIONS:

1. The Municipality shall pay to the State all costs incurred by the State in connection with the improvement which exceeds federal/state financing commitments or are ineligible for federal/state financing. Local participation shall be limited to the items and percentages set forth in the Summary of Costs table, which shows Municipal funding participation. In order to guarantee the Municipality’s foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from General Transportation Aids or any moneys otherwise due and payable by the State to the Municipality.
2. Funding of each project phase is subject to inclusion in an approved program and per the State’s Facility Development Manual (FDM) standards. Federal aid and/or state transportation fund financing will be limited to participation in the costs of the following items as specified in the Summary of Costs:

- (a) Design engineering and state review services.
 - (b) Real Estate necessitated for the improvement.
 - (c) Compensable utility adjustment and railroad force work necessitated for the project.
 - (d) The grading, base, pavement, curb and gutter, and structure costs to State standards, excluding the cost of parking areas.
 - (e) Storm sewer mains, culverts, laterals, manholes, inlets, catch basins, and connections for surface water drainage of the improvement; including replacement and/or adjustments of existing storm sewer manhole covers and inlet grates as needed.
 - (f) Construction engineering incidental to inspection and supervision of actual construction work, except for inspection, staking, and testing of sanitary sewer and water main.
 - (g) Signing and pavement marking necessitated for the safe and efficient flow of traffic, including detour routes.
 - (h) Replacement of existing sidewalks necessitated by construction and construction of new sidewalk at the time of construction. Sidewalk is considered to be new if it's constructed in a location where it has not existed before.
 - (i) Replacement of existing driveways, in kind, necessitated by the project.
 - (j) New installations or alteration resulting from roadway construction of standard State street lighting and traffic signals or devices. Alteration may include salvaging and replacement of existing components.
3. Work necessary to complete the improvement to be financed entirely by the Municipality or other utility or facility owner includes the following items:
- (a) New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
 - (b) New installation or alteration of signs not necessary for the safe and efficient flow of traffic.
 - (c) Roadway and bridge width in excess of standards.
 - (d) Construction inspection, staking, and material testing and acceptance for construction of sanitary sewer and water main.
 - (e) Provide complete plans, specifications, and estimates for sanitary sewer and water main work. The Municipality assumes full responsibility for the design, installation, inspection, testing, and operation of the sanitary sewer and water system. This relieves the State and all of its employees from the liability for all suits, actions, or claims resulting from the sanitary sewer and water system construction.
 - (f) Parking lane costs.
 - (g) Coordinate, clean up, and fund any hazardous materials encountered for city utility construction. All hazardous material cleanup work shall be performed in accordance to state and federal regulations.
4. As the work progresses, the Municipality will be billed for work completed which is not chargeable to federal/state funds. Upon completion of the project, a final audit will be made to determine the final division of costs.
5. If the Municipality should withdraw the project, it shall reimburse the State for any costs incurred by the State in behalf of the project.
6. The work will be administered by the State and may include items not eligible for federal/state participation.
7. The Municipality shall, in cooperation with the State, assist with public relations for the project and

announcements to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the project.

8. Basis for local participation:

The SMFA will be revised if necessitated as the project progresses. All costs shown are approximate and are subject to a final audit.

Design Engineering: ID 4685-29-30

The Municipality's share of design costs is based on agreed upon capped costs for design delivery in order for the State to complete the portion of design delivery of the 4685-29-30 project relating directly to the Municipal request for County CE eastbound right turn lane extension between Kensington Drive and WIS 441 as illustrated in **EXHIBIT A**.

The remaining design delivery costs for the project will be shared with Outagamie County and the State as noted in Table 1.

Construction: ID 4685-29-60

Category 0010 – Roadway Items

The State will pay 100% of the construction costs under the Category 0010 Roadway Items unless otherwise noted below.

Category 0020 – Non-Participating

The local cost share for construction costs, is based on preliminary construction cost estimates, summarized below and noted in **EXHIBIT B**.

- The total estimated construction cost (with delivery):
 - o \$130,000 + 10% delivery = **\$143,000**

In accordance with Local Participation Policy, Section 3-25-5 of the State's Program Management Manual, alterations of Municipal-owned utilities are not eligible for State participation. In addition, proposed improvements requested by the Municipality within the project limits, but outside original project scope, are considered **100%** the responsibility of the Municipality.

- Estimated non-participating utility costs are: **\$2,000.....\$2200 with 10% delivery**

Total non-participating (Municipality) = \$143,000 + \$2,200 = **\$145,200**

Comments and Clarification: This agreement is an active agreement that may need to be amended as the project is designed. It is understood that these amendments may be needed as some issues have not been fully evaluated or resolved. The purpose of this agreement is to specify the local and state involvement in funding the project. A signed agreement is required before the State will prepare or participate in the preparation of detailed designs, acquire right-of-way, or participate in construction of a project that merits local involvement.

THREE PARTY DESIGN ENGINEERING SERVICES CONTRACT
SIGNATURE PAGES

ENGINEERING SERVICES CONTRACT

BETWEEN THE WISCONSIN DEPARTMENT OF TRANSPORTATION,

CITY OF APPLETON (MUNICIPALITY)

AND EXP US SERVICES, INC (CONSULTANT)

FOR

Project ID 4984-01-78
C Appleton, Olde Oneida Street
South Mill Race Bridge
Outagamie County

This CONTRACT made and entered into by and between the DEPARTMENT, MUNICIPALITY and the CONSULTANT provides for those SERVICES described in the Scope of Services and Special Provisions and is generally for the purpose of providing the SERVICES solicited by the MUNICIPALITY. This Qualification Based Selection was made based on the CONSULTANT'S Notice of Interest response.

The DEPARTMENT and MUNICIPALITY deem it advisable to engage the CONSULTANT to provide certain engineering SERVICES and has authority to contract for these SERVICES under sec. 84.01(13), Wis. Stats.

The DEPARTMENT REPRESENTATIVE is: Brian Edwards, PE, Local Program Manager; 944 Vanderperren Way, Green Bay, WI 54304; brian.edwards@dot.wi.gov; and 920-360-2801.

The MUNICIPALITY REPRESENTATIVE is: Chad Weyenberg, PE, Project Manager; 100 N. Appleton Street, Appleton WI 54911; chad.weyenberg@appleton.org; and 920-832-5915.

The CONSULTANT REPRESENTATIVE is: Rowland Hoslet, PE, Project Manager; 4321 W. College Avenue, Appleton, WI 54914; rowland.hoslet@exp.com; and 920-857-6304.

The CONSULTANT SERVICES will be performed for the DEPARTMENT's Northeast Region office located in Green Bay, WI and will be completed by June 1, 2025. Deliver PROJECT DOCUMENTS to 944 Vanderperren Way, Green Bay, WI 54304, unless other directions are given by the DEPARTMENT.

Compensation for all SERVICES provided by the CONSULTANT under the terms of the CONTRACT will be from the:

DEPARTMENT MUNICIPALITY

For Design Engineering Services for the Bridge Replacement, actual costs to the CONSULTANT up to \$209,864.95, plus a fixed fee of \$ 14,857.06, not to exceed \$ 224,722.00.

For Geotechnical Engineering Services, Laboratory Testing, and Reporting subcontracted to American Engineering Testing, Inc. the CONSULTANT'S actual costs not to exceed \$ 26,100.00.

THREE PARTY DESIGN ENGINEERING SERVICES CONTRACT
SIGNATURE PAGES

For Archaeological and Architecture/Historical Investigations and Section 106 Reporting subcontracted to UW Milwaukee Cultural Resource Management, the CONSULTANT's actual costs not to exceed \$8,978.00.

Compensation for all SERVICES provided by the CONSULTANT under the terms of the CONTRACT shall be for an amount not to exceed \$ 259,800.00.

The CONSULTANT does and will comply with the laws and regulations relating to the profession of engineering and will provide the desired engineering SERVICES.

This CONTRACT incorporates and the parties agree to all of the standard provisions of the Three Party Design Engineering Services Contract, dated July 1, 2015 and referenced in Procedure 8-15-1 of the State of Wisconsin Department of Transportation Facilities Development Manual. CONSULTANT acknowledges receipt of a copy of these standard provisions.

This CONTRACT incorporates all of the MANUALS defined in the CONTRACT.

The parties also agree to all of the Special Provisions which are annexed and made a part of this CONTRACT, consisting of 9 pages.

Nothing in this CONTRACT accords any third party beneficiary rights whatsoever on any non-party that may be enforced by any non-party to this contract.

For the CONSULTANT

For the DEPARTMENT

By: _____

By: _____

Title: _____

Contract Manager, WisDOT

Date: _____

Date: _____

For the MUNICIPALITY

By: _____

Title: _____

Date: _____

THREE PARTY DESIGN CONTRACT SPECIAL PROVISIONS

Revised 05/26/16

The following are special provisions for the design contract to be inserted behind the standard provisions.

VI. SPECIAL PROVISIONS

The following Sections are amended to substitute the DEPARTMENT for the MUNICIPALITY.

SCOPE OF SERVICES

A. DESIGN REPORTS

- (1) Traffic Management Plan
- (2) Roadside Hazard Report
- (3) Abbreviated Pavement Design Report
 - (a) Life Cycle Cost Analysis is not required.

B. ENVIRONMENTAL DOCUMENTATION

Execute a disclosure statement as required by 40 CFR 1506.5(c).

Prepare a CEC Environmental document for the PROJECT as specified in the MANUAL and Chapter TRANS 400, Wisconsin Administrative Code. Furnish the required number to the MUNICIPALITY for approval.

Prepare an environmental document that evaluates reasonable alternatives to the PROJECT and consider other reasonable actions or activities that may achieve the same or similar goals of the proposed highway PROJECT, including other or additional transportation alternatives and intermodal opportunities and the alternative of taking no action. Evaluate alternative courses of action based upon a balanced consideration of the environment, public comments, and the need for safe and efficient transportation consistent with local, state, and national environmental goals. Prepare environmental documents that are concise and emphasize significant environmental issues and plausible alternatives. Comply with requirements specified in the MANUAL and TRANS 400, Wisconsin Administrative Code. In the event of a conflict between the MANUAL and TRANS 400, Wisconsin Administrative Code, the administrative rule supersedes.

- (1) Section 4(f) Evaluation:

Describe the impact of this PROJECT upon lands protected under Section 4(f) of the Federal-Aid Highway Act of 1968, as amended, and the findings to the MUNICIPALITY for evaluation by the DEPARTMENT and the FHWA. Prepare a Section 4(f) evaluation in accordance with the MANUAL.

- (2) Historical and Archaeological Surveys and Studies:

- (a) Identify the Area of Potential Effect for the PROJECT. Conduct a reconnaissance survey as specified in the MANUAL. Submit the results of the archaeological and historical reconnaissance and evaluation studies to the region project manager. Obtain recommendations from SHPO, the historian and the Project Manager regarding historical/architectural reconnaissance surveys. Obtain recommendations from the archaeologist, Bureau of Environment and the Project Manager prior to conducting evaluation studies when further work is needed.
 - (b) Prepare a report as required in the "Guidelines for Preparation of Formal Report on Archaeological Materials or Sites" in accordance with the MANUAL. Document the results of the reconnaissance survey for architecture/history using the "Architecture/History Survey Form".
 - (c) Conduct further study(ies), in accordance with the MANUAL, to document the eligibility of site(s) for inclusion in the National Register of Historic Places.
 - (d) Prepare documentation for the determination of effects (No Effect, No Adverse Effects, Adverse Effects) as appropriate. Prepare Documentation for Consultation in accordance with the MANUAL and in consultation with the FHWA, SHPO, and BOE. When appropriate, Native Americans will also be included in the consultation process. Prepare a Data Recovery Plan as part of the Documentation for Consultation for Archaeological properties.
 - (e) Prepare a Memorandum of Agreement in accordance with the MANUAL in consultation with the FHWA, SHPO, and the BOE.
- (3) Hazardous Materials/Contamination Assessments
- (a) Conduct a Phase I investigation for the PROJECT in accordance with the MANUAL.
 - (b) Obtain direction from the Project Manager and the Region environmental coordinator prior to conducting further evaluation studies when Phase 1 indicates further work is needed.
 - (c) The MUNICIPALITY acknowledges that the CONSULTANT is not, by virtue of this CONTRACT, the owner or generator of any waste materials generated as a result of the Hazardous Materials/ Contamination Assessments services performed by the CONSULTANT under this CONTRACT. Dispose of investigative waste in accordance with the MANUAL.
- (4) Native American Coordination
- (a) Prepare the notification letter and submit to the NE Region for review and signature. The letters shall be mailed out by the NE Region.

C. AGENCY COORDINATION

- (1) Section 401 and 402 Certifications:

Evaluate the effects of the PROJECT on water quality, in accordance with the provisions of the Clean Water Act and Chapter TRANS 400, Wisconsin Administrative Code and the MANUAL; and prepare the necessary application.

Request for and obtain a 401 Water Quality Certification for the PROJECT from the DNR. The request for the 401 Water Quality Certification shall be obtained prior to the PS&E date.

- (2) Section 404 Permits:

Evaluate the potential for discharge of fill materials into the waters of the United States, in accordance with the provisions of the Clean Water Act and Chapter TRANS 400, Wisconsin Administrative Code and the MANUAL; and prepare the necessary permit application.

- (3) Bureau of Aeronautics:

Notify the Bureau of Aeronautics of the project. There is an airport within 5 miles of the project.

- (4) US Fish and Wildlife:

Coordinate with US Fish and Wildlife for potential impacts.

D. RAILROAD/ UTILITY INVOLVEMENTS

- (1) Railroad Negotiations/Agreements

Perform railroad coordination in accordance with the Manual.

- (2) Utility Coordination

(a) Perform final utility coordination in accordance with The MANUAL and the WisDOT Guide to Utility Coordination, and maintain a utility log and provide updates to the MUNICIPALITY and DEPARTMENT at notification, 30%, 60%, and 90% PROJECT stage.

(b) Transmit final utility-related documents to the MUNICIPALITY and DEPARTMENT a minimum of 30 days prior to the final PS&E submittal date. This submittal includes the following information:

- i. USR
- ii. Utility-related special provisions
- iii. Plans specific to utility related items, including general notes, plan and profile, cross sections, and bridge sheets, if appropriate.
- iv. Added correspondence not previously submitted including telephone memos, meeting minutes, and letters.

- v. All agreement documents, including any utility conveyances, lump sum agreement, and audit agreements, etc. Coordination of compensable utilities is not included.
 - vi. Approved Work Plans by LPA.
- (c) Confer on an ongoing basis with all utility facility owners in the project vicinity to establish mutual understanding on design features of the project affecting utility facilities, and shall keep the MUNICIPALITY informed of all such coordination
- (3) Provide the MUNICIPALITY with plans and information that will allow it to meet its planned utility coordination schedule.

E. PUBLIC INVOLVEMENT

- (1) Prepare Public Involvement Plan
- (2) Public Involvement Meetings:
 - (a) Conduct one (1) public involvement meeting(s) and explain to the public concepts and probable impacts of this PROJECT.
 - (b) Prepare all exhibits and supplementary handout material and provide the equipment necessary to conduct the public involvement meeting(s).
 - (c) Prepare a summary report after the public involvement meeting(s).
 - (d) Discuss with the MUNICIPALITY the comments received and recommend the possible disposition of these comments and suggestions after the public involvement meeting(s).
 - (e) Make all the necessary arrangements for scheduling the public involvement meeting(s) and provide notices and press releases for the MUNICIPALITY'S use.
 - (f) Provide the MUNICIPALITY with copies of all public involvement correspondence and file notes.
 - (g) Coordinate meeting schedules with the MUNICIPALITY'S representative.
- (3) Project Mailings, Newsletters:

The MUNICIPALITY will mail out letters provided by CONSULTANT.

F. MEETINGS

- (1) One (1) Virtual Operational Planning Meeting shall be held with MUNICIPALITY, DEPARTMENT, and CONSULTANTS, including invites to the utilities, WDNR, and Railroad.

- (2) One (1) meeting shall be held with local officials approximately 2 weeks prior to the Public Informational Meeting(s) for the purpose of reviewing exhibits, handouts, and presentations.
- (3) One (1) meeting shall be held with the MUNICIPALITY'S staff approximately two weeks after the Public Informational Meeting(s) for the purpose of reviewing public comments and concerns.
- (4) Attend virtual 30% and 60% Design Review Meetings to review plan comments.
- (5) A Final Plan Review Meeting (90%) with the MUNICIPALITY shall be held approximately 45 - 60 days ahead of the P.S. & E. submittal date.
- (6) Attend the pre-construction conference as scheduled by the DEPARTMENT.
- (7) Eight (8) progress meetings shall be held to plan, review, and coordinate the PROJECT with the MUNICIPALITY'S staff.
- (8) Conduct four (4) coordination meetings with utilities having facilities on the PROJECT and stakeholders who are impacted by construction.

G. SURVEYS

- (1) Temporarily mark existing right-of-way for coordination with affected utilities and property owners.
- (2) Locate the necessary section corners for the right-of-way plat. It is estimated that two (2) section corners need to be located and established and tied to Wisconsin County Coordinate System (Outagamie County).
- (3) Tie surveys to section corners, quarter section corners, and to street lines or block corners in platted areas. Ties shall be in sufficient detail to permit the preparation of proper legal descriptions of the lands acquired.
- (4) Submit all survey data (including description, measured, and computed data) to the MUNICIPALITY in the AASHTO SDMS format, in accordance with the MANUAL. Copies of original notes or printouts from other systems which may be used in lieu of the SDMS Collector software shall also be provided.

H. SOILS AND SUBSURFACE INVESTIGATIONS

- (1) Perform borings of the existing pavement structure, including base courses and shoulders, in order to determine quantities and qualities of materials available for project needs.
- (2) Investigations of subsurface soil conditions for foundations at the sites of proposed bridges or other structures are required. They shall consist of not less than one machine powered boring within the approximate limits of each substructure unit.

Foundation borings shall be performed to yield sufficient detailed data to enable an engineering design of the structure and its foundation per DEPARTMENT standards.

Foundation investigations shall be coordinated with the MUNICIPALITY, with a minimum of three working days prior notice, to enable the MUNICIPALITY to make provisions for on-site observations and to evaluate conditions during drilling.

When borings have reached the depth of 40 feet without providing necessary data, the driller is authorized to continue drilling until depths reach 120 percent of the planned depths. When necessary data is obtained for any individual boring, prior to borings reaching the planned depth, the drilling for that individual boring shall be terminated.

When completion of drilling to 120 percent of the depth of any individual boring as set forth above is not sufficient to adequately assess subsurface conditions, or otherwise determine all the required foundation information, the CONSULTANT shall recommend revised boring depths or a revised boring program for verbal authorization by the MUNICIPALITY. The extent of all subsurface foundation investigations performed shall be fully justified in the Soils Report for the PROJECT.

All boreholes and monitoring wells shall be backfilled as per the April 20, 1992 guidelines titled "Wisconsin Department of Transportation Geotechnical Unit -Drilled Borehole and Monitoring Well Abandonment Procedures".

Record final borehole location; station and referenced offset and elevation. CONSULTANT shall provide final boring location GPS coordinates and provide a Google Earth image of project site showing coordinate correct as-drilled boring locations.

- (3) Perform subsurface investigations to analyze project geotechnical concerns and provide full detailed recommendations. The soils shall be classified by pedological means to provide pavement design parameters.

I. ROAD PLANS

Section II C (9) in the Standard Provision of the CONTRACT is amended to include the following plans:

- **Title Sheet**
- **General Notes and Utility List**
- **Typical Cross Sections**
- **Construction Details**
- **Driveway Details**
- **Curb Ramp Details**
- **Paving Plan Details**
- **Parking Lot Details**
- **Storm Sewer and Utilities Plan**
- **Private Utility (Sanitary and Water) Service Plan**
- **Lighting Plan**
- **Marking and Signing Plan**

- Erosion Control Plan
- Construction Staging Plans
- Alignment Diagram
- Plan and Profile (with Temporary Limited Easements)
- Cross Sections (Mainline)

J. STRUCTURE PLANS

- (1) Prepare a Structure Survey Report/Hydraulic Report, which includes a discussion of structure sizing, in accordance with the MANUAL. The completed preliminary plan shall show the structure plan, elevation, and typical cross section, and all pertinent data shall appear on the first sheet(s) of the completed structure plans. Four prints of this plan and the Structure Survey Report/Hydraulic Report shall be submitted to the MUNICIPALITY for review. The MUNICIPALITY will review this preliminary plan and the Structure Survey Report/Hydraulic Report and return one print to the CONSULTANT showing requested revisions, if any.
- (2) Plans for Structures shall be fully dimensioned besides showing controlling elevations. The plans shall be prepared with such precision and detail to allow for the convenient layout in the field with customary degree of accuracy, and to allow for the production of an accurate estimate of quantities for all pertinent items of work to be performed in the PROJECT.
- (3) Plans for Structures shall include schedules for bar steel reinforcement. Such schedules shall provide all of the necessary detail required for the fabrication of the reinforcement without the necessity of making separate shop drawings for that purpose.
- (4) When the plans for a structure have been completed the CONSULTANT shall furnish the MUNICIPALITY with three sets of prints of such plans for review and examination.
- (5) Submit three copies for review and examination of all specifications for items of work in the Structure Plans which are not covered by the STANDARD SPECIFICATIONS and such amendments to or revisions of the STANDARD SPECIFICATIONS as may be required to properly cover the work contemplated by the plans.
- (6) Prepare or check the shop drawings for the fabrication of structural steel.
- (7) Plans will be subject to review and examination by the MUNICIPALITY. Such review and examination may be made on the site of the PROJECT.
- (8) Along with the plans for structures submit one copy or reproduction of the design computations for the MUNICIPALITY'S review and permanent file.
- (9) In the design and development of the Structure Plans, develop two (2) alternative structure types or other geometric configurations to enable selection of the design that provides the best balance between practical construction considerations, right of way requirements, aesthetics and blending with the topography, and costs.

K. SERVICES PROVIDED BY THE MUNICIPALITY

The MUNICIPALITY will provide to the CONSULTANT the following for the PROJECT:

1. List of known utilities on the project.
2. Names and contact information for project stakeholders.
3. Existing storm sewer, sanitary sewer, and watermain as-builts on the project.
4. Traffic data including truck percentages.
5. GIS mapping, aerial photography, existing r/w, and property line data.
6. The DEPARTMENT will provide asbestos inspection and reporting for bridge materials and the MUNICIPALITY will provide asbestos inspection and reporting for utility duct materials.
7. The MUNICIPALITY will supply utility plans (water and sanitary service), bid items, specifications and estimate in WisDOT format to insert in the PROJECT. The CONSULTANT will insert MUNICIPALITY plans into the PROJECT.

PROSECUTION AND PROGRESS

- (1) The CONSULTANT shall report on the progress of the PROJECT as stipulated in the contract agreement. Standard benchmarks, consistent with DEPARTMENT'S internal staff benchmarks, will be reported monthly to the DEPARTMENT. The actual start, projected or actual finish date, and percent of work complete will be included for all relevant benchmarks on any project report required for delivery to DEPARTMENT staff. The report can be delivered in electronic format consistent with current DEPARTMENT standards (Microsoft Project), or on paper.
- (2) The CONSULTANT proposes to sublet these services to
 - (a) American Engineering Testing for Geotechnical Investigations and Reporting
 - (b) UW Milwaukee Cultural Resource Management for Archaeological and Architecture/Historical Investigations and Section 106 reporting.
- (3) The following items of work will be completed and submitted to the MUNICIPALITY by the indicated dates, if CONSULTANT has received the Notice to Proceed by April 15, 2021.

Report Title	Date
Initial Project Review	June 2021
Soils Report	September 2021
Pavement Design Report	December 2021
Preliminary Road Plan	February 2022
Structure Survey Reports	February 2022
Preliminary Structure Plan	February 2022
Environmental Document	July 2022
Design Study Report	September 2022
Final Road Plans	June 1, 2024
Final Structure Plans	June 1, 2024
Final P.S. & E.	August 1, 2024
Pre-Construction Meeting	April, 2025



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

MEMO

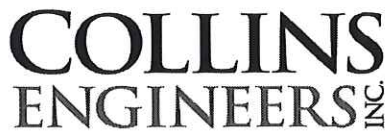
TO: Municipal Services Committee

FROM: Chad M. Weyenberg, Project Engineer

DATE: March 16, 2021

RE: Approve Amendment No. 2 to Collins Engineers for Bridge Maintenance design of the Lawe Street and Pacific Street Bridge in the amount of \$2,826.00 for a total revised not to exceed contract of \$61,303.80

We are requesting additional funds for Collins Engineers for added work to modify previous design work into updated bidding documents for 2021 & 2022 Bridge Maintenance Projects. Previously planned projects were either not complete in 2020 due to bids coming in over budget or budgeted to later years. There will now be a Bridge Maintenance Project in 2021 for the Pacific Street Bridge and an anticipated 2022 project for painting at the Bascule Bridges.



March 15th, 2021

Chad M. Weyenberg, P.E.
Project Engineer
City of Appleton
100 North Appleton Street
Appleton, WI 54911-4799

Re: City of Appleton Bridge Maintenance Design Contract -Request for Amendment #2

Dear Mr. Weyenberg:

As requested in your email of March 11th, 2021. Collins proposes the following revisions to the Bridge Maintenance Design Contract.

A) B44-107, Pacific Street Bridge Contract Documents

- Revise the previously prepared contract plans and specifications for B44-107 to incorporate Project Unit Number AA-21. Work to include combining the plans, specials, quantities, etc. into one bidding document. Label all plans with Unit Number AA-21

B) P44-719, Lawe Street and P44-724 Olde Oneida Street Bridge Contract Documents

- Revise the previously prepared contract plans and specifications for P44-719 and P44-724 to incorporate a new City Project Unit Number (to be determined). Work to include updated special specifications for the Bascule Bridge Painting work. Painting work for the two bridges will now be completed in 2022.

The cost for this amendment is \$2,826.00.

We appreciate the continued opportunity to provide services to the City of Appleton on this and other projects. Please let me know if you have any questions or concerns or would like to discuss further.

Sincerely,
COLLINS ENGINEERS, INC.

A handwritten signature in black ink that reads "Steve Miller".

Steve Miller, P.E., LEED AP
Regional Manager



"... 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: March 16, 2021
Re: Parking restriction change on the 100 block of S. Morrison Street
Follow-Up to Six-Month Trial Period

The Traffic Section was contacted last year by the YMCA regarding a possible change to on-street parking restrictions on the east side of Morrison Street, adjacent to their facility. Specifically, they requested the existing *Commercial Truck Loading Zone* be changed to a *5-Minute Loading Zone* as a way of helping with their operations.

Based on a review of the request, we were supportive of the change, and did not believe it would have any adverse effect on any other properties in the area. As such, a 6-month trial was instituted to test the changes. Based on their experience during the trial period, the YMCA is requesting the changes be kept. No feedback was received from the public regarding the changes. As such, we recommend making the change permanent.

To accomplish this, the following ordinance action is required:

1. **Create:** "A *10-Minute Loading Zone* be established on the east side of Morrison Street from Lawrence Street to a point 135 feet north of Lawrence Street."



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

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

To: Municipal Services Committee
From: Eric S. Lom, City Traffic Engineer
Date: March 17, 2021
Re: 15 mph Speed Limit Designation on 800 W. Washington Street (Story St to Bennett St)
(proposed 6-month trial)

My office was recently contacted by a resident that lives on the 800 block of W. Washington Street. She expressed concern about safety related to the speed of traffic.

The block in question is a one-way (westbound) street that is extremely narrow, with very tight sight lines and no posted speed limit (see Figures 1 & 2 below). Despite the fact that this block looks, feels and functions like an alley, it is actually designated as a residential “street.” As such, state statutes designate the statutory speed limit as 25 miles per hour (mph). State statutes designate a 15 mph speed limit for designated alleys.



Figure 1- 800 W. Washington St (looking west)

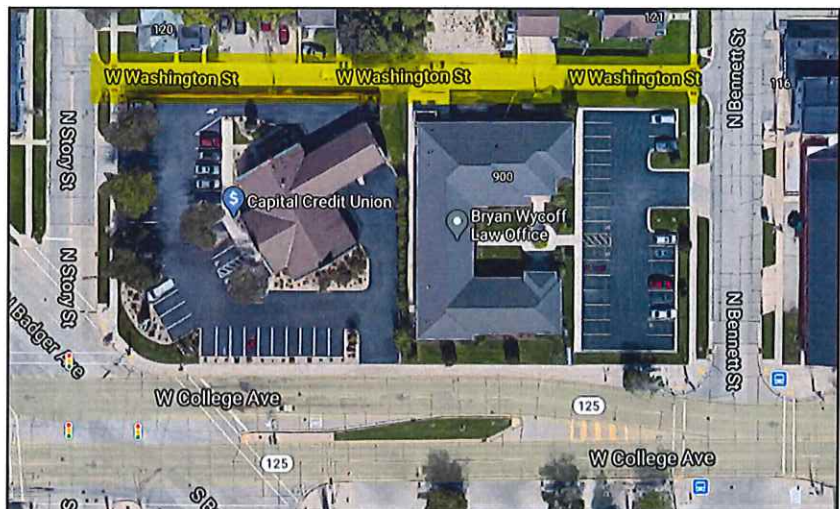


Figure 2- 800 W. Washington St (highlighted)

Based on our review, the physical characteristics of this block are much more consistent with an alley than a typical residential street. As such, we recommend designating and posting a 15 mph speed limit for a 6-month trial period.

CITY OF APPLETON/TOWN OF GRAND CHUTE
Apple Creek Court

INTERGOVERNMENTAL AGREEMENT
FOR RESURFACING APPLE CREEK COURT

DATE: March 16, 2021

PROJECT TITLE: Apple Creek Court

The Town of Grand Chute, hereinafter called the "Town", through its undersigned duly authorized officers or officials, hereby enters into an agreement with the City of Appleton, through its Public Works Department, hereinafter called the "City", to resurfacing Apple Creek Court following the City's Sanitary Sewer Project.

PROPOSED IMPROVEMENT

Resurface Apple Creek Court from Apple Creek Road to cul-de-sac with asphalt pavement following the City's Sanitary Sewer Project in 2021.

TERMS AND CONDITIONS:

1. The City will be the lead agency for the sanitary sewer project in 2021.
2. Sanitary laterals will be stubbed to each property for future connection at the desire of the property owner. Annexation and connection fees will be required prior to connection.
2. All sewer plans and specifications for the improvements will be provided for Town's approval and records.
3. The City will be responsible for all costs associated with the sanitary sewer project including milling entire road surface, backfilling and compacting sanitary trench with granular material, maintaining trenches until Town paving project, and placing 2" binder surface.
4. The Town will be responsible for placing surface course of asphalt and assessing property owners according to Town Assessment Policy.

City of Appleton

Attest:

Printed Name:

By:

Jacob A. Woodford, Mayor

Attest:

Printed Name:

By:

Kami L. Lynch, City Clerk

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

Approved as to form:

Anthony D. Saucerman, Finance Director

Christopher R. Behrens, City Attorney

Town of Grand Chute

Attest:

Printed Name:

By:

David A. Schowalter, Town Chairman

Attest:

Printed Name:

By:

Angie M. Cain, Town Clerk

Approved as to form:

Charles D. Koehler
Attorney for the Town of Grand Chute



Adopt-A-Planter to Create Garden Art!

DRAFT

May 21 - 23

Want to Adopt-A-Planter and transform it into a temporary art piece? Register to participate in Downtown Creates...Garden Art, hosted Friday May 21 – Sunday, May 23 to create a garden masterpiece in one of the 72 planters along College Avenue. Submit a design/sketch of what your planter design will look like (ie: floral arrangements, fairy gardens, metal garden sculptures, etc.) to be reviewed by our selection committee for approval.

Companies interested in sponsoring a planter with a local artist can contact us direct at email below to coordinate.

Materials:

Items used in your creation should include at least one natural material; such as flowers, wood, rocks, also encouraged are upcycled/found objects, and more.

Size of Planters Available:

Small: **enter dimensions here**

Large: **enter dimensions here**

Timeframe of Creation:

DUE WEDNESDAY, APRIL 14: Submit an application with design concept.

WEDNESDAY, APRIL 21: Applications reviewed by committee and approval sent to you (once approved, you can start creating items on your own time to be part of your display in the planter).

FRIDAY, MAY 21: Begin assembling your display in your ASSIGNED planter on College Avenue at 9am. Must be completed by 4pm.

SUNDAY, MAY 23: Take down your display between 4-6pm.

Prize Categories: Four \$200 prizes will be awarded in each of the following categories -

Artist | Non-Profit Organizations | Commercial (For-Profit) | Group (neighbors, teams, families, etc.)

Prizes will be awarded based on creativity, use of space, use of natural elements, etc. by a panel of judges.

Beginning the week following (May 24-31) pictures of all completed Adopt-A-Planter creations will be posted on Facebook allowing the public to vote ("like") their favorite. The top 2 will receive a \$50 People's Choice Award.

Please note: Your displays will not be secured or closely monitored. Any damage that may occur is at your own risk.

Direct all questions to Meghan@appletondowntown.org or call 920-954-9112.

Please submit your application by April 14 for your chance to Adopt-A-Planter!

[CLICK HERE TO REGISTER NOW](#)

Month of May – Garden Art:

2020 brought many challenges to our ability to host events and bring people downtown safely. To do so, we embraced the open air and walkability of our downtown, by offering our Downtown Creates series as a walk event only, connecting people and offering a place of artistic expression. With your support, we would like to showcase an exploration of art displays for the community to engage and connect. We often hear how the last twelve months have impacted the mental health of our community. Providing experiences of connection, even with strangers; is valuable and important to our overall well-being.

As you review this application, we look forward to any suggestions or comments from the Public Art Committee, in an effort to make this event the success that we hope it to be.

• Brief description of the proposed artwork

Our May Downtown Creates event will feature “Garden Art” showcasing talents from the community. The “Adopt a Planter” concept will engage families, non-profits and local artists of all ages to create artful displays in the 72 planters on College Avenue. They will be encouraged to incorporate natural materials and inspiration into garden themed works of art.

Community participants will be engaged through a call for artists, Master Gardeners, Marigold Mile, Appleton Area School District, nonprofits, and family groups. Corporate sponsorships will also be made available.

• Photos/sketches of proposed work:

See potential art creation images on attached page. Displays could feature Fairy Gardens, Garden Art, Flowers, Painted Rocks, etc. Each applicant will need to submit a “proposed” thought/sketch for approval, prior to receiving proposed planter location.

• Site plan/location map showing location of proposed work –

College Avenue – Amenity Strip & Beautification Planters. Working closely with DPW, the Garden Art creations will be showcased prior to any planting done in the planters for the Spring/Summer season. A letter of request to occupy the public right of way to Paula VandeHey, Director of Public Works is attached.

A final placement map of art planter locations can be submitted to the committee, once all applicants have applied and sketch/proposed work is approved.

• Reason for choosing the proposed location:

Areas will be spaced well apart to promote social distancing, within the full mile stretch of College Avenue. Offering distance between displays and features will assist with keeping the flow of foot traffic moving throughout the downtown district. Additionally, we would like this to be a full weekend offering, thus eliminating barriers of access to the arts. Free masks and hand sanitizer will be made available to attendees.

- **Description of how the work is installed/anchored/attached**

Displays will be mostly free standing objects and some staked items for stability with placement directly into the dirt of the beautification planters.

- **Installation specifications provided by a structural engineer**

N/A

- **Timeline and duration of installation**

Items would be placed during event timeframe:

Friday, May 21 - Set-up beginning around 9 am

Sunday, May 23 – Artist Garden Art removal and clean-up finalized by 6 pm

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

Artists will be made aware that submissions are being placed at own risk. A draft of our submission form is also attached.

Creative Downtown Appleton Inc. will provide volunteers & staff to assist with removal of any items that may have been left behind in or around the planters, on the morning of Monday, May 24.

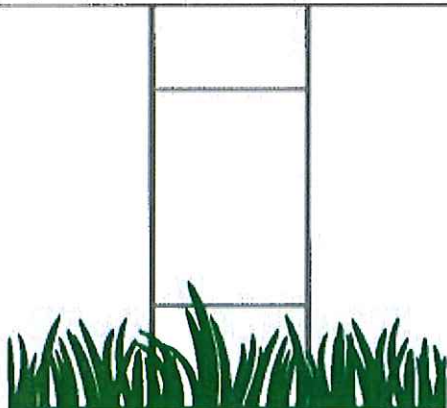
- **Description of any associated signage**

Planned signage consists of similar to image, placed in planters during event only. Signage would look similar with minor updates, (image is from 2020), showcasing event, Creative Downtown Logo and sponsor logos. Dimensions 2' W x 1.5' H

2 feet wide

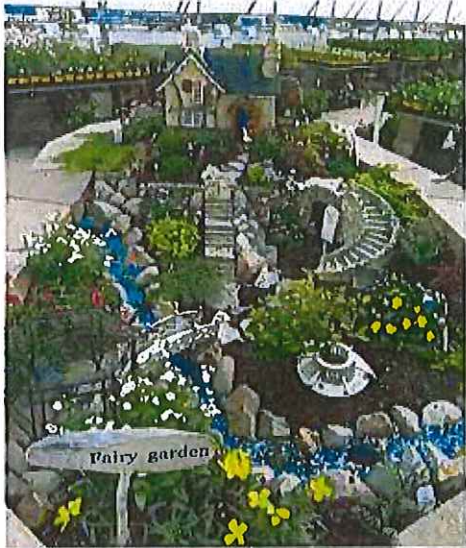
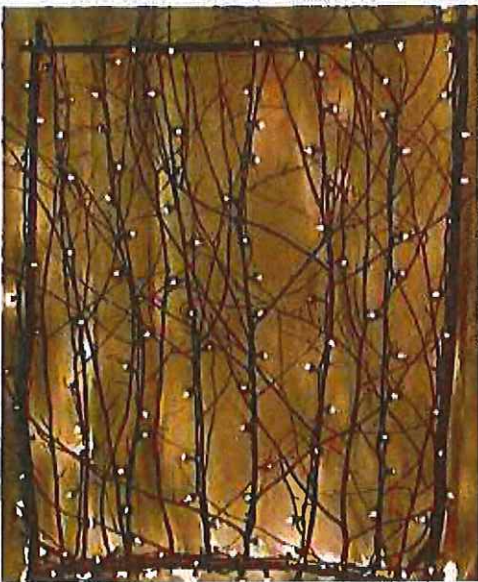
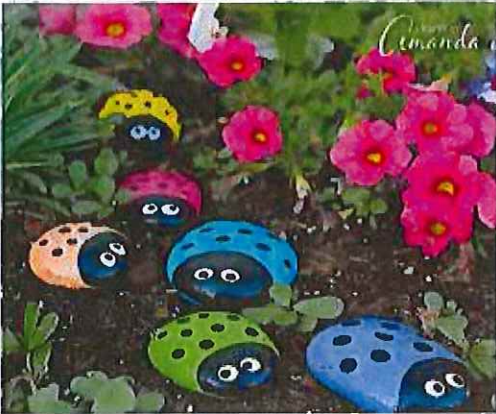


1.5 feet height



DOWNTOWN CREATES...Featuring Garden Art

3rd weekend of June, 18-20, Friday through Sunday – College Avenue





Join us to create an ARTFUL CHAIR

DRAFT

June 18-20

Want to transform a wooden chair into an art piece? Register to participate in Downtown Creates...Artful Chairs, Friday June 18 – Sunday, June 20 to have your recreated artful chair on display along College Avenue. Submit a design/sketch of what your finished chair will look like to be reviewed by our selection committee for approval. Our goal is to feature 100 chairs!

Materials:

You must supply your OWN wooden chair. Chairs must be solid wood but can be any “type of chair” (ie: stools, dining room chair, rocking chair, etc.)

You can decorate, paint, renovate, upcycle, and repurpose your wooden chair using any materials you choose as long as the finished piece is both safe to sit on and touch.

Timeframe of Creation:

DUE WEDNESDAY, MAY 12: Submit an application with design concept.

Submit in one of two categories: Just for Fun! (not part of the judging) or In it to Win It!

WEDNESDAY, MAY 19: Applications reviewed by committee and approval sent to you (once approved, you can begin creating our Artful Chair on your own time).

FRIDAY, JUNE 18: Deliver your completed chair to your ASSIGNED location on College Avenue by noon. (Assigned locations will be shared with you the week of the event).

SUNDAY, JUNE 20: Pick up your chair between 4-6pm.

Prize Categories:

1st Place: \$250 | 2nd Place: \$100 | 3rd Place: \$75

Prizes will be awarded based on creativity, artistic skill/technique, etc. by a panel of judges.

Beginning the week following (May 24-31) pictures of all completed Adopt-A-Planter creations will be posted on Facebook allowing the public to vote (“like”) their favorite. The top 2 will receive a \$50 **People’s Choice Award**.

Please note: Your chairs will not be secured or closely monitored. Any damage that may occur is at your own risk.

Direct all questions to lynn@appletondowntown.org or call 920-954-9112.

Please submit your application by May 12 for your chance to have your Artful Chair on display!

[CLICK HERE TO REGISTER NOW](#)

Month of June – Artful Chairs:

With the many challenges of 2020, and our inability to host events and bring people downtown safely; we embraced the open air and walkability of our downtown. Our Downtown Creates series offered the community a walk event that connected people and showcased artistic expression. With your support, we would like to feature art displays for the community, again. The last twelve months have impacted the mental health of our community. Providing experiences of connection, even with strangers; is valuable and important to our overall well-being.

As you review this application, we look forward to any suggestions or comments from the Public Art Committee, in an effort to make this event the success that we hope it to be.

• Brief description of the proposed artwork

The June Downtown Creates event will feature up to 100 wooden chairs repurposed and upcycled to be painted or decorated pieces of art. Each chair will showcase talent from the community and must allow the opportunity to touch and the ability sit on.

In art, the chair implies presence as well as an absence. The chair is a stand-in for people, to occupy an otherwise empty space. The chair can symbolize loss or the hope of a return, a welcome sign or an invitation for one to sit.

We are currently working with the Boys & Girls Club of the Fox Valley to assist with decorating a portion of the chairs. An additional call for participation will reach local artists, Renee Ulman of Appleton Area School District, as well as nonprofits and family groups to participate, all in an effort to engage the community.

• Photos/sketches of proposed work:

Each applicant will need to submit a “proposed” thought/sketch for approval, prior to receiving designated sidewalk location and to be entered for prize consideration. See images of potential artful chair creations on attached page.

• Site plan/location map showing location of proposed work –

College Avenue amenity strip area. The area will consist of the Central Business District of College Ave., 900 West to 300 East blocks, (Badger Ave. to Drew St.).

A letter of request to occupy the public right of way to Paula VandeHey, Director of Public Works is attached.

A final placement map would be submitted to the Public Art Committee, once all applicants have applied and sketch/proposed work is approved. We welcome your participation.

• Reason for choosing the proposed location:

The walkability of the Downtown makes it accessible to all and allows for artwork to be spaced apart to promote social distancing within the full mile stretch of College Avenue. Offering distance between displays and features assists with keeping the flow of foot traffic moving throughout the downtown district. Additionally, we would like this to be a full weekend

offering, thus eliminating barriers of access to the arts. Free masks and hand sanitizer will be made available to attendees.

● **Description of how the work is installed/anchored/attached**

The chairs would not be anchored in and would be free standing with placement directly into the sidewalk amenity strip area. Our goal is to have the chairs displayed outside during the entire weekend.

If permitted, anchoring of the chairs to the planters with zip ties, could be facilitated. There is also potential to work with the business owners to bring the chairs in each night.

● **Installation specifications provided by a structural engineer**

N/A

● **Timeline and duration of installation**

Friday, June 18 - Installation of chair placement by noon.

Sunday, June 20 -Artists pick up of chairs by 6 p.m.

Monday, June 21 – Staff and volunteer team will walk the Central Business District to assess and remove any items that were left behind.

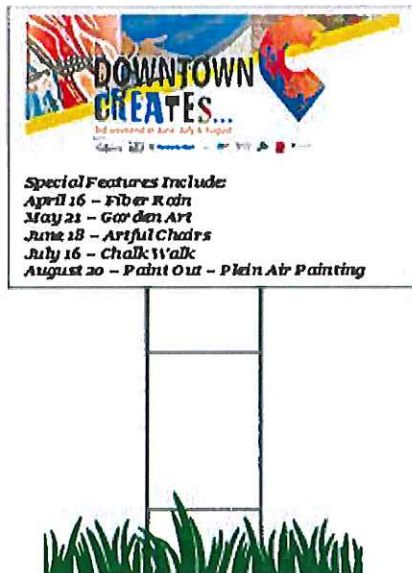
● **How the artwork will be maintained (including any costs associated with the maintenance and who will be responsible for those costs)**

Artists will be made aware that artful chairs are submitted at own risk. There is also potential to work with the business owners to bring the chairs in each night.

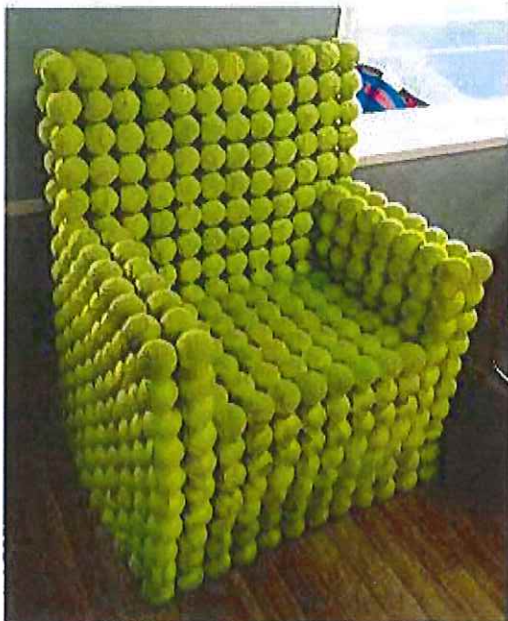
● **Description of any associated signage**

Planned signage consists of similar image, with minor updates (image is from 2020); placed in planters during event only. Signage would showcase event, feature Creative Downtown Logo and those of sponsors; along with listing of upcoming dates for walk events.

Dimensions 2' W x 1.5' H



DOWNTOWN CREATES... Featuring Upcycled Art Chairs
3rd weekend of May, 21-23, Friday through Sunday – College Avenue



Month of August: Art Out - Plein Air Art:

2020 brought many challenges to our ability to host events and bring people downtown safely. To do so, we embraced the open air and walkability of our downtown, by offering our Downtown Creates series as a walk event only, connecting people and offering a place of artistic expression. With your support, we would like to showcase an exploration of art displays for the community to engage and connect. We often hear how the last twelve months have impacted the mental health of our community. Providing experiences of connection, even with strangers; is valuable and important to our overall well-being.

• Brief description of the proposed artwork

Downtown Creates August event will feature plein air painting, showcasing local talent from the community. The Paint-Out competition will be a special feature offering artists the opportunity to paint beautiful masterpieces on canvas or storefront windows throughout the day-long event on College Avenue.

Paint-Out artists can choose to be "In It to Win It" or "Just for Fun". A 16 x 20 canvas will be provided free, along with an easel, if needed. Each level has their own series of prize opportunities, as well as an online auction component the following week; allowing the participating artists another revenue opportunity. Together, community members will be able to support local artists directly and enhance the creative economy.

• Photos/sketches of proposed work:

Applicants will be given a theme. They will need to pre-register, in order to receive their designated sidewalk location and to be entered for prize consideration. See attached photos of Plein Air artists samples.

• Site plan/location map showing location of proposed work –

College Avenue amenity strip area. The area consists of the Central Business District of College Ave., 900 West to 300 East blocks, (Badger Ave. to Drew St.). A letter of request to occupy the public right of way to Paula VandeHey, Director of Public Works is attached.

• Reason for choosing the proposed location:

The walkability of the Downtown makes it accessible to all and allows for artwork to be spaced apart to promote social distancing within the full mile stretch of College Avenue. Offering distance between displays and features assists with keeping the flow of foot traffic moving throughout the downtown district. Additionally, we would like this to be a full weekend offering, thus eliminating barriers of access to the arts. Free masks and hand sanitizer will be made available to attendees.

• Description of how the work is installed/anchored/attached

Artists will use free standing easels and canvas, with placement on the sidewalk amenity strip area. We will also encourage painted windows. Items will be displayed during the entire weekend, utilizing storefront windows to showcase the art.

- **Installation specifications provided by a structural engineer**

N/A

- **Timeline and duration of installation**

Friday, August 20 – Artists pick up canvas and sidewalk location at ADI office, starting at 9 am. Pieces will remain out on the sidewalks until 7:30pm for the community to walk downtown and see the finished works in person.

Monday, August 23 – ADI staff and volunteers will walk the Central Business District to assess and remove any items that were left behind.

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

Any business that wishes to have an artist paint windows, will be required to do their own clean-up. No other clean-up is expected.

- **Description of any associated signage**

Planned signage consists of similar image, with minor updates (image is from 2020); placed in planters during event only. Signage would showcase event, feature Creative Downtown Logo and those of sponsors; along with listing of upcoming dates for walk events.

Dimensions 2' W x 1.5' H



DOWNTOWN CREATES... Featuring Plein Air Art 3rd weekend of August, 20-22, Friday through Sunday – College Avenue



MEMORANDUM OF UNDERSTANDING

Operation of Bird Rides, Inc. in the City of Appleton

Pursuant to this Memorandum of Understanding (hereinafter the “MOU”) for the operation of Bird Rides, Inc. owned dockless, stand-up electric scooters (hereinafter “electric scooter”) within the City of Appleton, Bird Rides, Inc., incorporated under the laws of California (hereinafter referred to as “Bird”) and the City of Appleton, a municipal corporation (hereinafter referred to as the “City”) (collectively “parties”) hereby agree as follows:

WITNESSETH:

WHEREAS Bird, represented locally by _____, desires to operate a Bird stand-up electric scooter pilot program within the City of Appleton; and

WHEREAS the City, whose address is City of Appleton Clerk, 100 North Appleton Street, Appleton, WI 54911-4799, is willing to establish a Bird stand-up electric scooter pilot program within the City of Appleton to evaluate the desire to establish a regulatory framework for the long-term operation of Bird stand-up electric scooters within the City.

NOW, THEREFORE, in consideration of the above premises and mutual covenants of the parties hereinafter set forth, and the MOU for the operation of Bird stand-up electric scooters, the receipt and sufficiency of which is acknowledged by each party for itself, Bird and the City do agree as follows:

Section 1. DEFINITIONS

- 1.1. “Code” shall mean the Municipal Code of the City of Appleton, Wisconsin.
- 1.2. “Customer” shall mean a person who has downloaded Bird’s app to their smart phone or other device.
- 1.3. “Dockless” shall mean a system of self-service mobility devices made available for shared use to individuals on a short-term basis, which may be rented through a smart-phone app, vendor website, vendor customer service number, or a pre-paid PIN and which do not require structures at permanent, fixed locations where rides must begin and end.
- 1.4. “Electric scooter” shall mean a device weighing less than 100 pounds that has handlebars and an electric motor, is powered solely by the electric motor and human power, and has a maximum speed of not more than 20 miles per hour on a paved level surface when powered solely by the electric motor. Under this MOU, an electric scooter shall be in reference to an electric scooter owned by Bird.
- 1.5. “Equipment” shall mean dockless, stand-up electric scooters.

- 1.6 “Improperly parked” shall mean electric scooters parked in violation of section 5.5. of this MOU.
- 1.7 “Notice” and “Notification” shall mean notice from the public or notification from the City.
- 1.8 “Unsafe” shall mean any dockless, stand-up electric scooters, that could cause harm or injury to a customer or anyone else within the public right-of-way despite being operated in a reasonable manner.
- 1.9 “Unused electric scooter” shall mean any dockless, stand-up electric scooter parked in one location for more than 7 consecutive days without being used.

Section 2. PURPOSE AND GOALS

- 2.1. It is the purpose of the City to initiate a Dockless, Stand-up Electric Scooter Pilot Program (hereinafter the “pilot”) with Bird, to observe, solicit feedback on, and evaluate the effectiveness of electric scooters in Appleton. There is no guarantee electric scooters will remain in the City after the completion of the pilot. Upon the conclusion of the pilot, the City shall take time to evaluate any feedback received, determine whether the following goals have been achieved, and to develop a more long term licensing plan for the operation of Bird electric scooters, should the City create such a license. Electric scooters may provide many benefits to residents and visitors of Appleton. Electric scooters have the potential to help the City improve outcomes related to equity, congestion mitigation, health, and access to opportunity. The City also realizes the potential for disruption to pedestrian ways and other public rights of way. The parties agree that this MOU is intended to be a fluid document, subject to change in order to ensure the success of the pilot program and further agree to work together to ensure the same.
- 2.2. The Goals of this pilot are as follows:
 - 2.2.1. Increase transportation options: Electric scooters have the potential to reduce reliance on motor vehicles and ride sharing services for short trips, decreasing congestion and air quality impacts.
 - 2.2.2. Expand access to transit: Electric scooters may provide links to public transit, assisting with connectivity and solving the first mile/last-mile problem.
 - 2.2.3. Evaluate impacts on access to the public right-of-way: Bird must show a commitment to keeping pedestrian ways, streets, and other public rights-of-way unobstructed by electric scooters for other users. Most importantly, electric scooters must be parked and maintained in a manner that provides clear path for people walking and maintains access to businesses, residential units, and other buildings.

Section 3. PILOT DURATION

3.1. Term.

The term of this MOU shall be made effective upon signature by the parties and shall remain in effect, unless otherwise terminated, until December 31, 2021.

3.2. Suspension.

The pilot may be immediately suspended at any point and without cause by either the Director of the City of Appleton Department of Public Works (hereinafter "DPW") or the Chief of the City of Appleton Police Department (hereinafter "APD") for the purpose of resolving any issues prior to Termination.

3.3. Termination.

The pilot may be terminated at any point and without cause by either party upon seven (7) days prior written notice to the other party. The Director of DPW or the Chief of APD may terminate the pilot on behalf of the City.

3.4. Modification.

No term of this MOU may be modified or amended unless such modification or amendment is agreed to in writing and signed by the parties hereto.

Section 4. DUTIES OF BIRD

4.1. Bird shall provide a maximum of one hundred (100) electric scooters at launch of the pilot. Bird agrees to work with the Director of DPW, or designee, in order to determine any necessary adjustments to the maximum number of electric scooters within the City for the duration of the pilot.

4.2. Local Operations.

Bird shall have a locally based operations manager and provide name and contact information for said operations manager to the City within thirty (30) days after execution of this agreement.

4.3. Reporting and Data Sharing.

4.3.1. Aggregate customer demographic data that does not identify individual customers, payment methods, of their individual trip history, gathered by Bird shall be provided to the Director of DPW on at least a monthly basis using anonymized keys.

4.3.2. The following information shall be required on the first of each month throughout the duration of the pilot, or as directed by the Director of DPW:

4.3.2.1. Total downloads, active customers & repeat customer information;

4.3.2.2. List of reported parking complaints including: description, location of incident, description of Bird response, and response time;

4.3.2.3. Incidents of electric scooter theft and vandalism;

4.3.2.4. Electric scooter maintenance reports;

4.3.2.5. Complaints received by Bird;

4.3.2.6. Accident/crash information; and

4.3.2.7. Payment method information.

4.3.3. Customer information shall be made available to APD upon warrant or subpoena or otherwise required by law.

4.4. Submerged electric scooters.

Bird acknowledges that submerged electric scooters in the City waterways may result in the release of hazardous wastes into the environment. Bird also acknowledges that there is a prohibition on discharge of hazardous material in Sec. 6-61(a) of the Code. If a Bird electric scooter is submerged in a City waterway, Bird shall commence removal and site restoration as required in Sec. 6-61(c). If Bird fails to comply with removal, the City may respond and cause removal and require reimbursement allowed under Sec. 6-61(d) of the Code or face a citation from the City, under Sec. 6-61(g).

4.5. Relocation requests.

Bird shall respond to and relocate improperly parked or unused electric scooters within five (5) hours of notice between 6 a.m. and 10 p.m. Bird shall respond to and relocate improperly parked or unused electric scooters by 8 a.m. for notices received between 10 p.m. and 6 a.m.

4.6. Safety education.

Bird shall provide materials, videos, and signage to promote safe riding and educate riders on rider responsibilities and encourage safe and proper riding and parking as further described within this MOU.

4.7. Operation outside the City of Appleton.

Bird shall be responsible for tracking the location of electric scooters to ensure that electric scooters are not operated outside the City. Upon notification of the operation or placement of an electric scooter outside the City, Bird shall commence relocation of the electric scooter back within City limits.

4.8. Equipment maintenance.

Bird shall regularly inspect and provide necessary maintenance to each electric scooter at least once per month. Upon notification of an unsafe or inoperable electric scooter, Bird shall remove said electric scooter within two (2) hours. Bird acknowledges that the City may impound electric scooters that are deemed unsafe or inoperable and not remedied in accordance with this provision.

Section 5. OPERATING REGULATIONS

5.1. Bird shall provide easily visible contact information for Bird's locally based operations manager, including toll-free phone number and e-mail address on each electric scooter for members of the public to make relocation requests or to report other issues with devices.

5.2. Safety Requirements.

5.2.1. Each electric scooter shall meet the requirements described in Sections 347.489 (1), 347.489 (2), and 347.489 (3) of the Wisconsin State Statutes.

5.2.2. The maximum motor-assist speed for electric scooters shall be 15 mph.

5.3. Electric scooter availability and hours of operation.

5.3.1. Bird, through its locally based operations manager, shall redistribute electric scooters to ensure electric scooters are distributed throughout the City. Bird agrees to work with the Director of DPW, or designee, in order to determine the safest and most efficient distribution of electric scooters throughout the City for the duration of the pilot. The parties acknowledge that Bird may utilize independent business logistics providers to facilitate local operations. Bird's use of these logistics providers does not constitute a transfer or assignment of this MOU, and Bird remains responsible for all obligations and requirements under this MOU.

5.3.2. Hours of operation.

Electric scooters shall be made available to rent twenty-four (24) hours per day, under appropriate environmental circumstances.

5.3.3. Winter operation.

Bird shall begin to remove electric scooters from use upon the onset of snow accumulation within the City, or as directed by Director of DPW, or designee.

5.4. Proper electric scooter use.

5.4.1. Electric scooters shall be operated and regulated in the same manner as bicycles and may be operated on roadways, sidewalks, bike lanes, and bike paths, unless otherwise stated in State or City regulations.

5.4.2. Electric scooters may not be operated on the sidewalks on College Avenue between Drew Street and Badger Avenue.

5.4.3. Electric scooters shall be operated on the right of street lanes and offer the right-of-way to bicycles in bike lanes and on bike paths.

5.4.4. Electric scooters shall not be operated by individuals under the age of 18.

5.4.5. Electric scooters shall not be operated within City-owned parking ramps.

5.5. Proper electric scooter parking.

5.5.1. Bird shall provide instructions for properly parking electric scooters to customers in easily understandable formats through multiple media types.

5.5.2. Bird shall keep the sidewalk free from obstructions to pedestrians by requiring customers to park electric scooters such that a walk space not less than five (5) feet wide shall at all times be kept open for pedestrians and shall not be parked on the main traveled portion of the sidewalk or against or adjacent to windows.

5.5.3. Electric scooters shall not be parked on a sidewalk having a width of less than five and one-half (5 ½) feet.

5.5.4. Electric scooters shall not be parked at the intersection of two or more streets between the points of curvature, measured along the curb.

5.5.5. On roadways without sidewalks, electric scooters may be parked in the roadway if the right-of-way and the pedestrian way are not obstructed.

5.5.6. Electric scooters shall not be parked on private property without the express consent of the owner.

5.5.7. Electric scooters shall not be parked within, or obstruct access to, parking spaces; transit stops, including bus stops, streetcar stops, shelters, and passenger waiting areas; entryways; driveways; or crosswalks.

5.5.8. All electric scooters shall be parked in an upright position with two (2) wheels making a point of contact with the ground and in such a manner as to not constitute a hazard to pedestrians, traffic, or property.

Section 6. INSURANCE REQUIREMENTS

Bird shall comply with the requirements contained within the attached Insurance Requirements – Bird Pilot Program.

Section 7. INDEMNIFICATION

Notwithstanding any references to the contrary in the application documents, Bird assumes full liability for all of its acts in the performance of this pilot. Bird will save and indemnify and keep harmless the City against all liabilities, judgments, costs and expenses which may be claimed by a third party against the City in consequence of allowing Bird to participate in this pilot program, or which may result from the negligence or misconduct of Bird, or its agents, employees, customers or users, except to the extent arising out of or resulting from the City's sole negligence or willful misconduct. If judgment is recovered, whether in suits of law or in equity, against the City by reason of the negligence or misconduct of Bird, or its agents, employees, customers or users participating in this pilot, or utilizing Bird's equipment, Bird assumes full liability for such judgments not only as to the amount of damages, but also for the cost, attorney fees, or other expenses resulting there from. The City may tender the defense of any claim or action at law or in equity to Bird or its insurer, and upon such tender it shall be the duty of Bird or its insurer to defend such claim or action without cost or expense to the City or its officers, council members, agents, employees or authorized volunteers. Bird shall be entitled to have control over the defense and settlement of tendered lawsuits, including the selection of counsel; provided Bird may not settle any lawsuit on behalf of the City without the City's written consent that either (1) requires the City to admit liability, or (2) exceeds the limits of Bird's insurance policies. City shall cooperate in all reasonable respects with Bird and its attorneys in the defense or settlement of such lawsuit; provided, that the City shall be entitled to reasonably participate in the defense of such lawsuit and to employ its own counsel at its own expense to assist in the handling of such lawsuit.

Section 8. MISCELLANEOUS

8.1. Assignment.

Neither party shall assign nor transfer any interest or obligation in this Agreement, whether by assignment or novation, without the prior written consent of the other party.

8.2. Notices, Records, Invoices, Billings and Reports.

8.2.1. All notices required to be sent by this Agreement shall be deemed delivered as of the date of postmark if deposited in a United States mailbox, with sufficient first class postage attached and addressed as follows, which shall be directly sent to the persons stipulated herein:

For the City:

Director of Appleton Department of Public Works
City of Appleton
100 North Appleton Street
Appleton, WI 54911-4799

For Bird:

8.2.2. It shall be the duty of a party changing its address to notify the other party in writing within a reasonable time if not explicitly set forth within this MOU.

8.3. Payment.

The parties agree that no such payments shall be exchanged between the parties for participation in this pilot program.

8.4. No Waiver.

No failure to exercise, and no delay in exercising, any right, power or remedy, including payment, hereunder, on the part of the City or County shall operate as a waiver hereof, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.

8.5. Construction of Agreement.

8.4.1. This Agreement is intended to be solely between the parties hereto. No part of the Agreement shall be construed to add, supplement, amend, abridge, or

repeal existing rights, benefits or privileges of any third party or parties, including but not limited to employee of either of the parties.

8.4.2. It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling.

8.4.3. The entire Agreement of the parties is contained herein and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof.

8.5.4. If any provision of this Agreement is determined by a court of record to be void or unenforceable, all remaining provisions shall continue to be valid and enforceable.

8.6. Public Records.

Bird understands that the City is bound by the Wisconsin Public Records Law, and as such, all of the terms of this pilot are subject to and conditioned on the provisions of Wis. Stat. sec. 19.21 *et. sec.* Bird acknowledges that it is obligated to assist the City in retaining and producing records that are subject to the Wisconsin Public Records Law and that Bird must defend and hold the City harmless from liability to its fault under the law. Except as otherwise authorized, those records shall be maintained for a period of seven years. This provision shall survive termination of this MOU and the pilot itself.

IN WITNESS WHEREOF, the parties have executed this Agreement and its Schedules as of the day and date set forth above by their duly authorized officers.

BIRD RIDES, INC.

By:

Printed Name: _____

Date: _____

By:

Printed Name: _____

Date: _____

SIGNATURES CONTINUE ON THE FOLLOWING PAGE

CITY OF APPLETON

By:

Jacob A. Woodford, Mayor

Date: _____

By:

Kami Lynch, City Clerk

Date: _____

Approved as to form:

Christopher R. Behrens, City Attorney

CityLaw A21-0063