



City of Appleton

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

Meeting Agenda - Final Municipal Services Committee

Monday, February 7, 2022

4:30 PM

Council Chambers, 6th Floor

1. Call meeting to order
2. Roll call of membership
3. Approval of minutes from previous meeting
[22-0093](#) Minutes from January 24, 2022

Attachments: [Minutes from January 24, 2022.pdf](#)

4. Public Hearings/Apearances

5. Action Items

- [22-0094](#) Approve Memorandum of Understanding with Bird Rides, Inc. to initiate a Dockless, Stand-up Electric Scooter Pilot Program for 2022.

Attachments: [Bird Rides.pdf](#)

- [22-0096](#) Request from Hilton Hotel for a permanent street occupancy permit to install a 12' X 4'7" blade sign in the College Avenue street right-of-way at 333 W. College Avenue.

Attachments: [Hilton Hotel sign permit.pdf](#)

- [22-0097](#) Request from Matt Miller to bag nine (9) meters on Thursday, March 17, 2022 to create a drive-through lane. Meter bagging fee is \$9/stall/day plus tax.

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

- [22-0098](#) Award Unit I-22 Bridge Deck Sealing to Radtke Contractors Inc. in an amount not to exceed \$100,000.

Attachments: [Unit I-22.pdf](#)

6. Information Items

[22-0099](#) DPW Operational changes flier.

Attachments: [DPW Operational changes flier.pdf](#)

[22-0100](#) Show educational video "Abby Learns About Leaf Collection."

[22-0101](#) Update on Pedestrian Crosswalk Safety Enhancement Program.

Attachments: [Pedestrian Crosswalk Safety Program.pdf](#)

[22-0105](#) Inspections Division Summary Comparison Report for January, 2022.

Attachments: [Inspection Permit Summary Jan 2022.pdf](#)

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.



City of Appleton

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Appleton, WI 54911-4799
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Meeting Minutes - Final Municipal Services Committee

Monday, January 24, 2022

4:30 PM

Council Chambers, 6th Floor

1. Call meeting to order

2. Roll call of membership

Present: 5 - Firkus, Prohaska, Doran, Fenton and Siebers

3. Approval of minutes from previous meeting

[22-0008](#)

Minutes from December 6, 2021

Attachments: [Minutes from 12-6-21.pdf](#)

Prohaska moved, seconded by Siebers, that the Minutes be approved. Roll Call. Motion carried by the following vote:

Aye: 5 - Firkus, Prohaska, Doran, Fenton and Siebers

4. **Public Hearings/Apearances**

5. **Action Items**

[22-0009](#)

Approve Intergovernmental Agreement with the Town of Grand Chute and Outagamie County for the sanitary sewer servicing the Outagamie County Northwest Landfill.

Attachments: [Interdepartmental Agreement with Town of Grand Chute and Outagamie Cty.pdf](#)

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

Aye: 5 - Firkus, Prohaska, Doran, Fenton and Siebers

[22-0010](#)

Approve City of Appleton On-Street Parklet Policy.

Attachments: [On-Street Parklet Policy.pdf](#)

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

Aye: 5 - Firkus, Prohaska, Doran, Fenton and Siebers

22-0011

Request from Appleton Downtown Inc. for a street occupancy permit to place ice carvings throughout the downtown beautification strips for the weekend of February 18, 2022 for "Avenue of Ice"

Attachments: [Appleton Downtown Inc Avenue of Ice.pdf](#)

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

Aye: 5 - Firkus, Prohaska, Doran, Fenton and Siebers

22-0012

Award 2022 Bridge Inspections Contract (Unit R-22) to Collins Engineers, Inc. in an amount not to exceed \$30,000.

Attachments: [Award 2022 Bridge Inspections Contract.pdf](#)

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

Aye: 5 - Firkus, Prohaska, Doran, Fenton and Siebers

22-0013

Award Contract for Memorial Drive Bridge Infrared Thermographic Survey and Ultrasonic Testing of the pins (Unit L-22) to AECOM Technical Services, Inc. in an amount not to exceed \$28,250.

Attachments: [Memorial Drive Bridge Contract Recommended for Award.pdf](#)

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

Aye: 5 - Firkus, Prohaska, Doran, Fenton and Siebers

22-0036

Request from AT&T for a street occupancy permit to place a cabinet in the W. Fourth Street terrace at 703 S. Walnut Street.

Attachments: [AT&T Street Occupancy Permit.pdf](#)

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

Aye: 5 - Firkus, Prohaska, Doran, Fenton and Siebers

6. Information Items

21-1690

Inspections Division Permit Summary Comparison Report for November, 2021.

Attachments: [Inspections Division Permit Summary.pdf](#)

[22-0014](#)

Annual update to the 5-year Bike Lane and Trail Plan.

Attachments: [5 year Bike Lane-Trail Plan \(2022-2026\) 1-18-22.pdf](#)

[22-0015](#)

Appleton's Salt Usage History

Attachments: [Appleton's Salt Usage History.pdf](#)

[22-0016](#)

Modified Yard Site Hours

Attachments: [Modified Yard Site Hours.pdf](#)

[22-0017](#)

Inspection Division Permit Summary Comparison Report for December 2021.

Attachments: [Inspection Division Permit Summary Comparison Report for December 2021.pdf](#)

[22-0018](#)

2022 Sidewalk Poetry Program

Attachments: [2022 Sidewalk Poetry Program.pdf](#)

7. Adjournment

Fenton moved, seconded by Siebers, that the meeting be adjourned. Roll Call.
Motion carried by the following vote:

Aye: 5 - Firkus, Prohaska, Doran, Fenton and Siebers



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

MEMO

TO: Municipal Services Committee

FROM: Paula Vandehey, Director of Public Works *PAV*

DATE: February 2, 2022

SUBJECT: **Approve Memorandum of Understanding with Bird Rides, Inc. to initiate a Dockless, Stand-up Electric Scooter Pilot Program for 2022.**

The 2021 Pilot Program with Bird Rides, Inc was a huge success with 25,627 trips and 32,513 miles traveled. However, there were also valid concerns raised by the community that we would like to try to address through a second pilot program. The major changes in the MOU compared to the 2021 agreement include:

1. Reducing the maximum speed in the College Avenue corridor (Drew to Richmond) from 15 MPH to 12 MPH.
2. Geo-fencing of downtown bridges to prevent customers from ending their ride on a bridge.
3. Creating preferred parking zones where customers receive a discounted price if end ride at those locations.
4. Receiving \$0.10 per ride to recoup our administrative, educational and enforcement expenses incurred during pilot program.
5. Limiting number of total scooters to 350 with an initial deployment of no more than 100 scooters in the downtown area (between Wisconsin and Calumet) and 50 north of Wisconsin Avenue and 50 south of Calumet Street.
6. Deploying scooters in groups of no more the ten (10) in any given location.

Please let me know if you have any questions regarding this proposed Memorandum of Understanding.

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 by Adam Blau, has previously operated a Bird stand-up electric scooter pilot program in the City of Appleton, that began on April 20, 2021 and ended on December 21, 2021; and

WHEREAS the City, whose address is City of Appleton Clerk, 100 North Appleton Street, Appleton, WI 54911-4799, is willing to establish a second Bird stand-up electric scooter pilot program within the City of Appleton to continue to evaluate the desire of establishing a regulatory framework for the long-term operation of Bird stand-up electric scooters within the City as well as to better determine the regulatory cost to the City; and

NOW, THEREFORE, in consideration of the above promises 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. "Geo-fencing" shall mean the ability of Bird to create no-ride or no-parking zones using GPS to create a digital fence around a designated area, that is marked as a red zone on the Bird app.
- 1.7. "Improperly parked" shall mean electric scooters parked in violation of section 5.5. of this MOU.
- 1.8. "Notice" and "Notification" shall mean notice from the public or notification from the City.
- 1.9. "Preferred parking area" shall mean areas designated in the Bird app as a location where customers may finish their ride and park the Bird electric scooter in order to receive a discount on the customer's next ride of a Bird electric scooter.
- 1.10. "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.
- 1.11. "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 second Dockless, Stand-up Electric Scooter Pilot Program (hereinafter the "pilot") with Bird, to further observe, solicit feedback on, and evaluate the effectiveness of electric scooters in Appleton. In addition, the City shall further track the administrative, educational, and enforcement costs to the City associated with establishing an electric scooter pilot to more accurately determine the cost of a licensing scheme. There is no guarantee electric scooters will remain in the City after the completion of this 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.
- 2.2.4. Evaluate the costs to the City: The City shall further track the costs of an electric scooter pilot program to the City, including but not limited to costs associated with enforcement activities, administrative, and educational.

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, 2022.

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 working through any concerns with Bird.

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. Maximum number of scooters and zones of operation.
 - 4.1.1. Bird shall provide a maximum of three hundred-fifty (350) electric scooters within the City throughout the duration of the pilot.
 - 4.1.2. At the commencement of the pilot, no more than two hundred (200) electric scooters shall be initially deployed within the city. The initial distribution of electric scooters in the City shall be as follows: a maximum of one hundred (100) electric scooters shall be deployed within the downtown zone (between Wisconsin Avenue and Calumet Street), a maximum of fifty (50) electric scooters shall be deployed within the northside zone (north of Wisconsin Avenue), and a maximum of fifty (50) electric scooters shall be deployed within the southside zone (South of Calumet Street).
 - 4.1.3. Bird shall deploy electric scooters in groups of no more than ten (10) in any given location to ensure electric scooters are equally distributed around locations within the zones of operation.
 - 4.1.4. A review of the maximum number of electric scooters within the City or within a specific zone may be requested by either party. The parties agree to work together to come to a resolution for the duration of the pilot.
- 4.2. Local operations.

Bird shall provide name and contact information for representative 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 against discharging hazardous material as set forth 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, cause removal and require reimbursement pursuant to Sec. 6-61(d) of the Code. The City also retains discretion to issue citations pursuant to 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.

4.9. Geo-fencing of downtown bridges.

Bird shall geo-fence all downtown bridges to prevent customers from ending their ride on them in order to increase accessibility for pedestrians. The parties acknowledge that customers may traverse the downtown bridges.

4.10. Preferred parking zones.

Bird agrees to work with the City to create preferred parking zones within the City prior to the deployment of Bird electric scooters. The parties agree that, throughout the duration of the pilot, they will continue to work jointly to adjust the preferred parking zones as necessary.

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, except along College Avenue (between Drew Street and Richmond Street) where it shall be 12 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.
- 5.5.9. Electric scooters shall not be parked on all downtown bridges within the City of Appleton. Bird agrees to further assist with this prohibition as stated in Section 4.9 of this MOU.

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 resulting from the negligence or misconduct of Bird, or its agents or employees, 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 or employees, in connection with Bird's participation in this pilot, 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:

406 Broadway Ave. #369
Santa Monica, CA 90401

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.

Bird agrees to pay to the City \$0.10 per ride in order to recoup administrative, educational, and enforcement expenses incurred by the City. Payment shall be made on a monthly basis and shall be made payable to the City of Appleton – Finance Department.

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 A21-0079



January 12, 2022

City of Appleton
Paula Vandehey
Director of Public Works
100 North Appleton Street, Floor 5
Appleton, WI 54911-4702

RE: Permanent Street Occupancy Permit

The purpose of occupancy is a hotel – The Hilton located at 333 West College Avenue, Appleton WI
The proposed blade sign with the word “Hilton” will occupy the right-of-way permanently.
The drawings are attached providing detail of where the sign will be located, the size of the sign and the construction details.
Certificate of Insurance will be provided.
The fees for \$40 are enclosed.

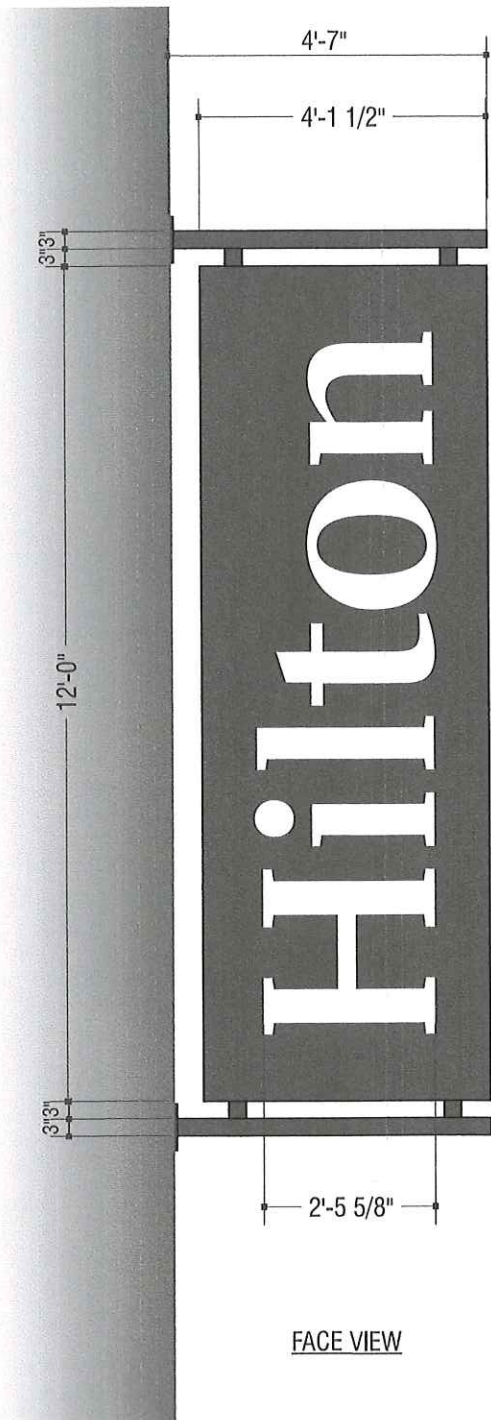
Expedite The Diehl (ETD) has been hired to process the permit application(s) that are enclosed. ETD is the point of contact for any information regarding the enclosed application(s). ETD will facilitate communication with the contractor, owner and/or responsible parties. ETD will provide any fees necessary and shipping labels if needed to mail issued permit(s).

If you require any additional information please call me or email me. Please do not contact anyone else as the client(s) has contracted ETD to handle the procurement of said permit(s). I thank you in advance for your cooperation. I can be reached at damiane@expeditethediehl.com or by phone (727) 254-6491.

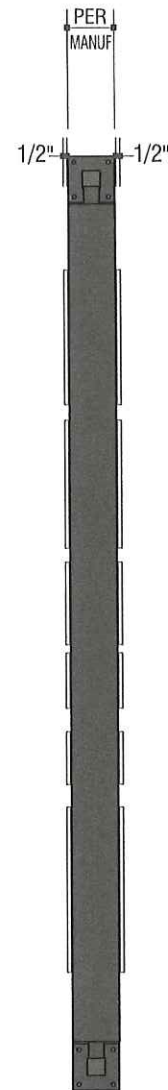
Sincerely,

Damiane' Handa
Permit Manager

Reference: Kieffer 2759458616/ Hilton Conversion/Street Occupancy



FACE VIEW



END VIEW

49.5 S|F

D/F ILLUMINATED BLADE SIGN

SCALE: 3/8" = 1'-0"

ALUMINUM CONSTRUCTED BLADE SIGN
ALUMINUM SIGN FACES PAINTED HILTON GRAY
COPY TO BE CLEAR ACRYLIC PUSH THRU
1/2" PROJECTION FROM FACE
WHITE DIFFUSER ON LETTER FACE AND BACKSIDE
ILLUMINATED WITH WHITE L.E.D. MODULES
MOUNTING PER WALL CONDITIONS AND ENGINEERING



REVISIONS:

- ▲ Rev to vertical Blade
- ▲ Increase Cabinet Size
- ▲ -
- ▲ -
- ▲ -
- ▲ -
- ▲ -
- ▲ -

INITIALS & DATE:
MSO 9/21/21
MSO 10/25/21

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For Contact Information
visit us at
www.kssigngroup.com

KS2101662E

Paula Vandehey

From: matt mcguinnessirishpub.com <matt@mcguinnessirishpub.com>
Sent: Wednesday, January 26, 2022 11:37 PM
To: Paula Vandehey
Subject: Re: Parking stalls March 17
Attachments: St Pats Drive Thru.jpg; St Pats Drive Thru2.jpg; St Pats Drive Thru3.jpg

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

Ms. Vandehey,

Last year you and your team were extremely helpful and accommodating making our St. Patrick's Day safe and successful. Being able to form a drive-through lane on Lawrence and Walnut made life so much easier for us. While I cannot give you exact numbers of participants, I can tell you that hundreds of people utilized our make-shift drive-thru service. This allowed everyone to celebrate the Irish holiday safely, not only because we reduced possible exposure to the virus but we also kept foot traffic to a minimum.

I am hoping that we might be able to again reserve the parking stalls surrounding our building for Thursday, March 17. The stall numbers are listed below in my initial email. I understand that this will probably need Council approval, so I am hoping my request is early enough to bring in front of Council if needed.

I am attaching a couple photos of how we organized the drive-thru to give you a better idea of how it worked. If you need more information, please contact me. Thank you.

Matt Miller
McGuinness Irish Pub
201 S Walnut St
920-573-0959

From: matt mcguinnessirishpub.com <matt@mcguinnessirishpub.com>
Sent: Wednesday, March 3, 2021 1:49 PM
To: paula.vandehey@appleton.org <paula.vandehey@appleton.org>
Subject: Parking stalls March 17

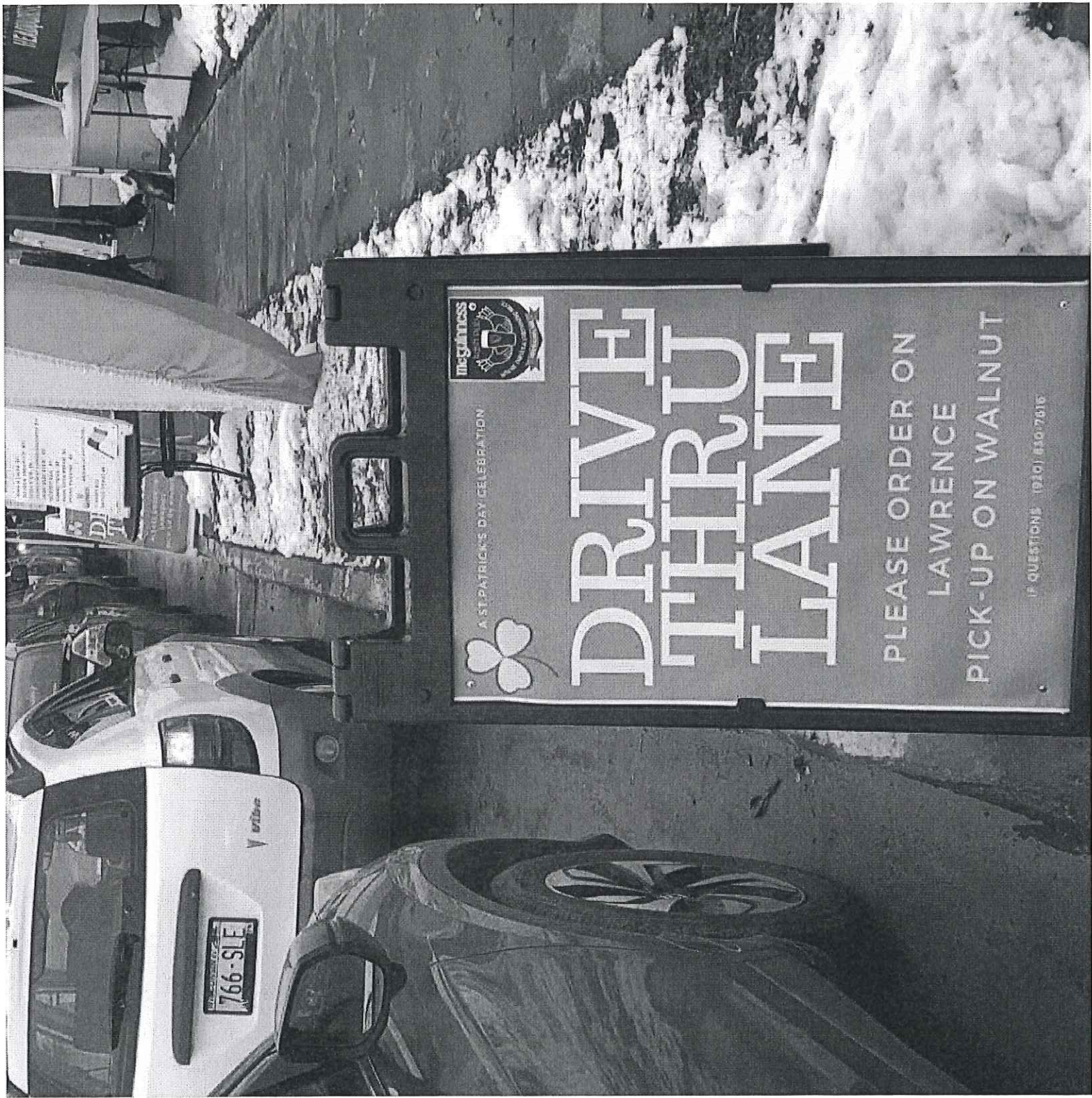
Dear Ms. Vandehey,

On Wednesday, March 17, McGuinness Irish Pub will be offering an Irish breakfast and Corned Beef & Cabbage dinners all day as part of our St. Patrick's Day celebrations.

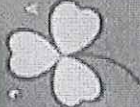
Because of the current health crisis, we are encouraging people to place advance and drive-thru orders.

To make this process simple and safe for everyone, and trying not to disturb normal traffic flow, we would like cars to line-up on Lawrence Ave, place their order in front of our parking lot/patio, and then drive around the corner onto Walnut St to pick-up their food. There is an emergency exit door we plan to operate out of at the Southern most part of our building on Walnut St.

In order to make this happen I am requesting the city to bag the parking meters for the stalls surrounding our building so as to prevent people from parking in these spots. This will allow us to make an easy drive-thru lane. We already have orange cones to make this drive-thru lane safe and less confusing. Specifically, the meters I refer to: LAW 501, LAW 503, LAW 505, LAW 507, WLS 201, WLS 203, WLS 205, WLS 207, and WLS 209.



A ST. PATRICK'S DAY CELEBRATION



DRIVE THRU LAINE

PLEASE ORDER ON
LAWRENCE
PICK-UP ON WALNUT

IF QUESTIONS (910) 810-7616

766-SLE

Volt

Deli



CITY OF APPLETON
Department of Public Works
MEMORANDUM

TO: Finance Committee
 Municipal Services Committee
 Utilities Committee

cc: City Clerk
Contract File

SUBJECT: Anticipated award and/or Award of Contract

ANTICIPATED AWARD

The Department of Public Works is planning to award Unit _____

on _____ (Council Date).

Committee Date: _____

***** AND / OR *****

AWARD OF CONTRACT

The Department of Public Works recommends that Unit I-22

Bridge Deck Sealing

be awarded to: Name Radtke Contractors, Inc.

Address 6408 Cross Rd.

Winneconne, WI 54986

in the amount of _____ with a contingency of _____

** OR ** in the amount Not To Exceed \$ 100,000.00.

Budget: \$ 100,000.00

Estimate: \$ 99,000.00

Committee Date: 2/7/2022

Council Date: 2/16/2022

Bid Tabulation
Unit I-22 Bridge Deck Sealing
1/24/2022

Bid Item	Description	Quantity	Unit	Radtke Contractors Inc.		Norcon Corporation		Fahrer Asphalt Sealers, LLC	
				Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Traffic Control - Memorial Drive (1)	1	lump sum	\$5,000.00	\$5,000.00	\$5,800.00	\$5,800.00	\$1,500.00	\$1,500.00
2	Traffic Control - Olde Oneida Street Bridges (2,3, 7c)	1	lump sum	\$250.00	\$250.00	\$6,375.00	\$6,375.00	\$1,200.00	\$1,200.00
3	Traffic Control - Olde Oneida over Navigational Canal (5)	1	lump sum	\$850.00	\$850.00	\$1,400.00	\$1,400.00	\$700.00	\$700.00
4	Traffic Control - Lawe Street over Fox River (8)	1	lump sum	\$250.00	\$250.00	\$7,050.00	\$7,050.00	\$800.00	\$800.00
5	Traffic Control - Lawe Street over Mill Race/Nav. Canal (9, 10)	1	lump sum	\$250.00	\$250.00	\$5,200.00	\$5,200.00	\$1,000.00	\$1,000.00
6	Traffic Control - Banta Court (11)	1	lump sum	\$250.00	\$250.00	\$2,300.00	\$2,300.00	\$1,000.00	\$1,000.00
7	Traffic Control - College Avenue (12)	1	lump sum	\$5,000.00	\$5,000.00	\$5,950.00	\$5,950.00	\$1,100.00	\$1,100.00
8	Traffic Control - Pacific Street (13)	1	lump sum	\$650.00	\$650.00	\$600.00	\$600.00	\$900.00	\$900.00
9	Traffic Control - Prospect Avenue (14)	1	lump sum	\$250.00	\$250.00	\$2,850.00	\$2,850.00	\$800.00	\$800.00
10	Traffic Control - Appleton Street (17 SB, NB)	1	lump sum	\$1,200.00	\$1,200.00	\$5,300.00	\$5,300.00	\$2,000.00	\$2,000.00
11	Traffic Control - French Road (21)	1	lump sum	\$250.00	\$250.00	\$1,100.00	\$1,100.00	\$700.00	\$700.00
12	Traffic Control - Glory Lane (24)	1	lump sum	\$100.00	\$100.00	\$1,100.00	\$1,100.00	\$700.00	\$700.00
13	Traffic Control - Glenhurst Lane (28, 29)	1	lump sum	\$350.00	\$350.00	\$1,100.00	\$1,100.00	\$1,500.00	\$1,500.00
14	Traffic Control - Lighting Drive (30)	1	lump sum	\$400.00	\$400.00	\$1,300.00	\$1,300.00	\$850.00	\$850.00
15	Traffic Control - Cherryvale Avenue (31)	1	lump sum	\$250.00	\$250.00	\$1,100.00	\$1,100.00	\$800.00	\$800.00
16	Traffic Control - Ashbury Drive (32)	1	lump sum	\$400.00	\$400.00	\$1,100.00	\$1,100.00	\$800.00	\$800.00
17	Traffic Control - Providence Avenue (35)	1	lump sum	\$250.00	\$250.00	\$1,100.00	\$1,100.00	\$900.00	\$900.00
18	Traffic Control - French Road (36)	1	lump sum	\$250.00	\$250.00	\$1,100.00	\$1,100.00	\$900.00	\$900.00
19	Traffic Control - Roemer Road (45)	1	lump sum	\$1,900.00	\$1,900.00	\$3,175.00	\$3,175.00	\$1,800.00	\$1,800.00
20	Crack Grinding	1770	lin.ft.	\$3.78	\$6,690.60	\$3.00	\$5,310.00	\$8.00	\$14,160.00
21	Furnish & Install Crack Filler	21	gal.	\$171.48	\$3,601.08	\$165.00	\$3,465.00	\$1,500.00	\$31,500.00
22	Furnish & Install Joint Sealer	21	gal.	\$216.85	\$4,553.85	\$215.00	\$4,515.00	\$1,300.00	\$27,300.00
23	Furnish & Install Protective Surface Treatment	34083	sq.yd.	\$2.81	\$95,773.23	\$3.10	\$105,657.30	\$2.95	\$100,544.85
24	Furnish & Install Formliner Sealer	486	sq.ft.	\$5.68	\$2,760.48	\$7.85	\$3,815.10	\$2.90	\$1,409.40

Bid Total: \$131,479.24 \$177,62.40 \$194,864.25

APPLETON PUBLIC WORKS



HELPING YOU AND THE ENVIRONMENT

Did you know that phosphorous causes excessive algae growth which can destroy other life forms found in our waterways? The good news is that Appleton Public Works has a plan! By switching to vacuum leaf collection over the next 5 years, leaves will move out of our streets and phosphorous out of our waterways.

WHERE IT BEGINS

It begins with YOU! As we implement the plan, you get to rake your leaves a shorter distance onto the terrace instead of into the street. This will result in cleaner and safer streets and preserve the pavement because no scraping is involved with vacuums!



BRUSH COLLECTION

Because vacuums can't suck up sticks and other yard waste, Appleton Public Works will collect yard waste by hand during normal collection schedules in the spring and fall. Please begin to bundle and/or bag yard waste in the fall similar to what you already do in the spring.

SNOW REMOVAL

Our sidewalk clearing was outsourced to a third party. By maximizing staff and modifying our large item collection, we can do more snow removal in-house. This means cost savings and reliability for you!



LARGE ITEM COLLECTION

Everyone benefits from timely and reliable snow removal, which is why we're focusing our crew on this effort during winter months and updating our large/ bulky item collection policy. Large item collection will be every other week April through September, limit two (2) approved items per collection. The best option is to find other ways to reuse your items to prevent them from going to the landfill.

SUMMARY

- Reduced phosphorous in our waterways
- Leaf collection out of street and onto terrace
- Brush collection bundled and/or bagged in spring AND fall
- More reliable and cost-effective snow removal services
- Two approved large items will be collected every other week April through September



MEMO

TO: Municipal Services Committee

FROM: Paula Vandehey, Director of Public Works

DATE: February 2, 2022

SUBJECT: Update on Pedestrian Crosswalk Safety Enhancement Program.

The City of Appleton's Pedestrian Crosswalk Safety Enhancement Program has been extremely popular over the past few years so we thought an overview and update of the program would be beneficial. The concept of trying to create safe pedestrian crossings at every ½ mile interval stemmed from a study we did on Midway Road. Based on that study and significant feedback from the neighborhood, we constructed enhanced pedestrian crossings at Midway/Hemlock, Midway/Whip-Poor-Will, and Midway/Kernan in 2016. Then in 2017, we constructed an enhanced pedestrian crossing in a joint project with Outagamie County on CTH JJ at the Appleton North High School/Kwik Trip entrances.

In spring of 2017 the Common Council approved the Pedestrian Crosswalk Safety Enhancement Program. Projects we have completed to date through this program include:

2018

- College/Alton (RRFB)
- Providence/Apple Creek Trail (curb extensions and raised crosswalk)

2019

- College/Matthias (RRFB)
- College/Schaefer (RRFB)
- Evergreen/Meade (RRFB)
- Richmond/Winnebago (RRFB and raised median)

2020

- Calumet/Kernan (RRFB and raised median)
- Richmond/Parkway (RRFB)
- Taft/McKinley (school flashers)
- Capital/Ferber School (school flashers)

2021

- Meade/Grant (RRFB)
- Wisconsin/Bennett (RRFB and raised median)

In addition to the Pedestrian Crosswalk Safety Enhancement Program, we also construct enhanced pedestrian crossings through our standard street reconstruction program as approved by Council during the design process. Projects we have completed to date through this program include:

- College Av east of Drew St (RRFB and raised median)
- College Av west of Lawe St (RRFB and raised median)
- Glendale Av/Mason St (RRFB)
- John St /South River St (RRFB and school zone flashers)
- CTH JJ/Appleton North High School entrance (RRFB and raised median)
- Appleton St /Red Ramp (raised median)
- Oneida St/Foster St (RRFB and school zone flashers)
- Glendale Av/Bennett St (raised median)
- Glendale Av/Summitt St (traffic calming circle)
- Glendale Av/Locust St (traffic calming circle)
- John St/Emmers St (raised median)
- John St/Matthias St (raised median)
- French Rd at Apple Creek Trail (RRFB)
- Lawe St/Eagle Flats Parkway (RRFB)
- Lawe St at Hydroelectric Heritage Trail (RRFB)

There are still four (4) remaining projects to complete to conclude phase one of this program:

2022

- Meade St/Apple Creek Trail (RRFB)

2023

- Memorial Dr/River Rd (RRFB)

2024

- Badger Av/Winnebago St (RRFB)

2025

- Wisconsin/Owaissa (RRFB)

The completion of these four (4) projects will conclude phase one of the Pedestrian Crosswalk Safety Enhancement Program. An overall review of the program, and recommendations for a potential phase two, will be performed for future Council consideration.

Department of Public Works Inspections Division

Permit Summary Count YTD Comparison

01/01/22 Thru 01/31/22

Report Date: 2/3/2022



Permit Type	Year Issued	Permit Count	Total Estimated Cost	Total Receipt Amount
BUILDING	2021	35	54,099,177	55,500.00
	2022	44	16,732,126	44,423.08
		25.71 %	-69.07 %	-19.96 %
DISPLAY SIGN	2021	6	21,590	400.00
	2022	5	30,486	200.00
		-16.67 %	41.20 %	-50.00 %
ELECTRICAL	2021	44	851,209	7,710.04
	2022	53	1,175,609	10,461.10
		20.45 %	38.11 %	35.68 %
EROSION CNTL	2021	3		450.00
	2022	3		260.00
		%	%	-42.22 %
HEATING	2021	60	320,733	4,166.00
	2022	84	684,158	6,634.57
		40.00 %	113.31 %	59.26 %
PLAN REVIEW	2021	5		2,025.00
	2022	10		2,960.00
		100.00 %	%	46.17 %
PLUMBING	2021	33	173,004	1,873.00
	2022	60	511,789	4,073.00
		81.82 %	195.82 %	117.46 %
SEWER	2021	17	41,750	1,710.00
	2022	30	242,150	3,821.00
		76.47 %	480.00 %	123.45 %

Department of Public Works Inspections Division

Permit Summary Count YTD Comparison

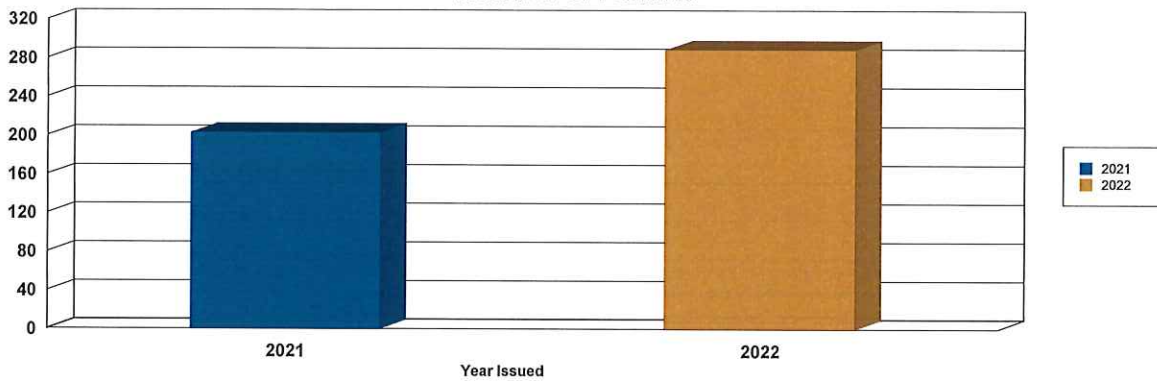
01/01/22 Thru 01/31/22

Report Date: 2/3/2022

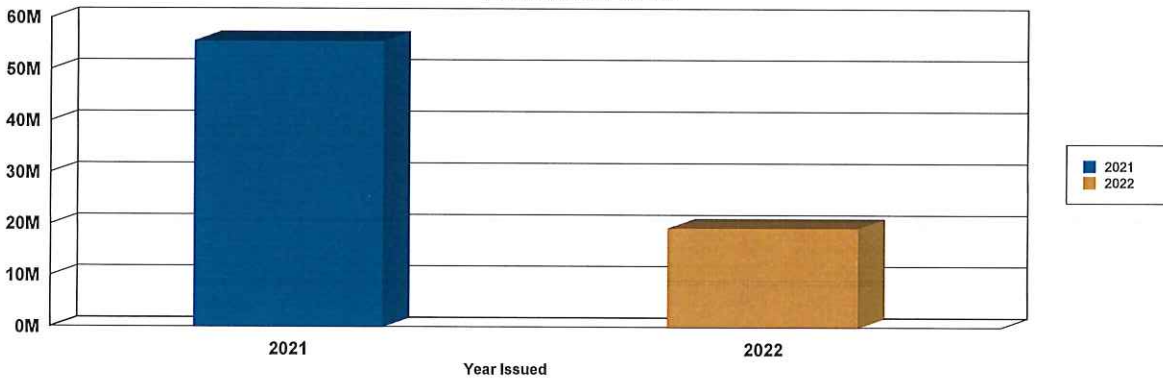


	2021	2022
Permits	203	289
Estimated Cost	55,507,463.00	19,376,318.00
Receipt Amount	73,834.04	72,832.75

Number of Permits



Estimated Cost



Receipt Amount

