



City of Appleton

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

Meeting Agenda - Final Common Council

Wednesday, December 21, 2022

7:00 PM

Council Chambers

- A. CALL TO ORDER
- B. INVOCATION
- C. PLEDGE OF ALLEGIANCE TO THE FLAG
- D. ROLL CALL OF ALDERPERSONS
- E. ROLL CALL OF OFFICERS AND DEPARTMENT HEADS
- F. APPROVAL OF PREVIOUS COUNCIL MEETING MINUTES
- G. BUSINESS PRESENTED BY THE MAYOR
 - [22-1618](#) Sustainability Panel Appointments
 - Attachments:* [Sustainability Panel Appointment Memo.pdf](#)
 - [22-1619](#) Board/Committee Appointments & Reappointments
 - Attachments:* [Miscellaneous Appointments and Reappointments Memo.pdf](#)
 - [22-1621](#) Certificate of Appreciation for Community & Economic Development Director, Karen Harkness
 - [22-1620](#) Certificate of Appreciation for Chief of Police, Todd Thomas
 - [22-1622](#) Library Update
- H. PUBLIC PARTICIPATION
- I. PUBLIC HEARINGS
- J. SPECIAL RESOLUTIONS

[22-1626](#) Initial Resolution for the Street Vacation of portions of Appleton Street, Pacific Street, & Oneida Street

(Taken up under Consolidated Action Items)

Attachments: [InitialResolution_AppletonStPacificStOneidaSt_StreetVacation.pdf](#)

K. ESTABLISH ORDER OF THE DAY

L. COMMITTEE REPORTS

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

[22-1540](#) *CRITICAL TIMING* Award 2023 Contract for Operation, Maintenance, Monitoring and Passive Vent Improvements at the Closed City of Appleton Landfill to SCS Engineers, in an amount not to exceed \$150,395.

Attachments: [Mackville 2023 award to SCS.pdf](#)

Legislative History

12/12/22	Municipal Services Committee	recommended for approval
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[22-1541](#) Approval of a single source award for the 2023 Cap Maintenance at the Closed City of Appleton Landfill to New Paradigm Companies, LLC in an amount not to exceed \$38,400.

Attachments: [Mackville 2023 award to New Paradigm to MS.pdf](#)

Legislative History

12/12/22	Municipal Services Committee	recommended for approval
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[22-1542](#) Request from Pfefferle Management Companies for a permanent street occupancy permit for a construction dumpster on Superior Street (Meter #197) for a period ending on January 31, 2023.

Attachments: [2022.12.12 Street Occ Pfefferle.pdf](#)

Legislative History

12/12/22	Municipal Services Committee	recommended for approval
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[22-1544](#) 2023 Secondhand Article, Secondhand Jewelry and Pawnbroker License renewal applications, contingent upon approval from all departments.

Attachments: [2023 Renewals.pdf](#)

Legislative History

12/14/22 Safety and Licensing Committee recommended for approval

[22-1555](#) Class "A" Beer and "Class A" Liquor License Change of Agent application for Ultimate Mart LLC d/b/a Pick N' Save #123, Sara Hopkins, New Agent, located at 2700 N Ballard Rd, contingent upon approval from the Police department.

Attachments: [Sara J Hopkins S&L.pdf](#)

Legislative History

12/14/22 Safety and Licensing Committee recommended for approval

3. MINUTES OF THE CITY PLAN COMMISSION

[22-1524](#) Request to approve the street discontinuance to vacate portions of Appleton Street, Pacific Street, and Oneida Street public right-of-way, generally located north of Packard Street and south of Atlantic Street, subject to the condition in the attached staff report, and adopt the Initial Resolution and exhibit maps

Attachments: [StaffReport_AppletonStPacificStOneidaSt_StreetVacation_For12-14-22.pdf](#)

Legislative History

12/14/22 City Plan Commission recommended for approval

[22-1527](#) Request to approve Certified Survey Map #30-22, which crosses a plat boundary, for 1201 Banta Court and 1100 E. South River Street (Tax Id #31-4-0279-00, 31-4-0279-01, 31-4-0805-00, 31-4-0819-00, 31-4-0820-00, 31-4-0823-00 & 31-4-0823-01) to combine the 7 existing parcels as shown on the attached map and subject to the conditions in the attached staff report

Attachments: [StaffReport_WhitingField-BantaBowl_CrossingPlatBoundary_For12-14-22.pdf](#)

Legislative History

12/14/22 City Plan Commission recommended for approval

4. MINUTES OF THE PARKS AND RECREATION COMMITTEE

[22-1532](#) Action Item: Sole Source - Request to award contract to ISG for design services for Lundgaard Park in the amount of \$297,420 with a design contingency of \$25,000 for a total contract not to exceed \$322,420

Attachments: [2023 Lundgaard Park Design.doc](#)

Legislative History

12/12/22 Parks and Recreation recommended for approval
Committee

[22-1551](#)

Action Item: Request Approval of Reid Golf Course 2023 Rates Policy

Attachments: [Memo-2023 Reid Rates Policy.docx](#)

[Reid Rate Policy 2023 Draft.docx](#)

[Reid Rate Policy 2023 REDLINE Draft.pdf](#)

Legislative History

12/12/22 Parks and Recreation recommended for approval
Committee

[22-1563](#)

Action Item: Request Approval of Military Family Support Policy

Attachments: [Memo Military Family Support Policy.2022.pdf](#)

[Military Family Support Policy.CLEAN.2022.pdf](#)

[Military Family Support Policy.REDLINE.2022.pdf](#)

Legislative History

12/12/22 Parks and Recreation recommended for approval
Committee

[22-1564](#)

Action Item: Request Approval of Aquatic Fees and Charges Policy

Attachments: [Memo Aquatic Fees and Charges Policy.2022.pdf](#)

[2022 Aquatic Programs Fees and Charges.CLEAN.pdf](#)

[2022 Aquatic Programs Fees and Charges.REDLINE.pdf](#)

Legislative History

12/12/22 Parks and Recreation recommended for approval
Committee

[22-1567](#)

Action Item: Request Approval of Aquatic Special Event Policy

Attachments: [Memo Aquatic Special Event Policy.2022.pdf](#)

[2022 Aquatic Special Event Policy.CLEAN.pdf](#)

[2022 Aquatic Special Event Policy.REDLINE.pdf](#)

Legislative History

12/12/22 Parks and Recreation recommended for approval
Committee

[22-1571](#) Action Item: Request Approval of Pool Rental, Reservation, and General Use Policy

Attachments: [Memo Pool Rental, Reservation, and General Use Policy.2022.pdf](#)
[2022 Pool Rental, Reservation and General Use Policy.CLEAN with MOU.pdf](#)
[2022 Pool Rental, Reservation and General Use Policy.REDLINE.pdf](#)

Legislative History

12/12/22	Parks and Recreation Committee	recommended for approval
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5. MINUTES OF THE FINANCE COMMITTEE

[22-1576](#) Resolution #12-R-22 Elimination of Council Parking Passes

Attachments: [#12-R-22 Eliminate Council Parking Passes for 2023.pdf](#)

Legislative History

12/7/22	Common Council	referred to the Finance Committee
12/12/22	Finance Committee	recommended for denial

[22-1590](#) Request to approve resolution to terminate Tax Incremental District #6.

Attachments: [TIF 6 Termination Memo.pdf](#)
[TID 6 Termination Resolution.pdf](#)

Legislative History

12/12/22	Finance Committee	recommended for approval
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[22-1591](#) Request to award the AWWTP H & J-Building HVAC Upgrades Project contract to Great Lakes Mechanical, Inc. in the amount of \$232,000 with a 12% contingency of \$27,840 for a project total not to exceed \$259,840.

Attachments: [2022 AWWTP HJ HVAC Upgrades Project .pdf](#)

Legislative History

12/12/22	Finance Committee	recommended for approval
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[22-1592](#) Request to approve a sole source contract to McMahon for bidding and construction related services needed to complete the 2023 Wastewater Hardscapes Improvement Project, for a contract fee of \$36,000 and a 10% contingency of \$3,600 for a project total not exceed \$39,600.

Attachments: [2023 AWWTP Hardscapes Construction Services \(Sole Source\).pdf](#)

Legislative History

12/12/22	Finance Committee	recommended for approval
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[22-1593](#) Request to award Unit Z-23 Watermain Reconstruction to Kruczek Construction Inc. in the amount of \$2,919,000 with a 5.1% contingency of \$150,000 for a project total not to exceed \$3,069,000.

Attachments: [Award of Contract Unit Z-23.pdf](#)

Legislative History

12/12/22 Finance Committee recommended for approval

[22-1594](#) Request to approve Contract Change Order No. 1 to contract 63-22, Unit Y-22 Lead/Galvanized Water Service Replacement for additional properties added to our 2022 program for removal and replacement of private-side lead water services in the amount of \$53,762.13 resulting in a reduction in contingency from \$56,450.00 to \$2,687.87. Overall contract amount remains unchanged.

Attachments: [Unit Y-22 Change Order No. 1.pdf](#)

Legislative History

12/12/22 Finance Committee recommended for approval

[22-1595](#) Request to approve write off of \$44,867.60 of accounts receivable invoices and \$10,073.42 of personal property taxes (outstanding over one year).

Attachments: [Finance Committee - AR Write-off List 2022.pdf](#)
[Finance Committee - PP Write-off List 2022.pdf](#)

Legislative History

12/12/22 Finance Committee recommended for approval

6. MINUTES OF THE COMMUNITY AND ECONOMIC DEVELOPMENT COMMITTEE

[22-1624](#) Request to amend the Development Agreement with 318 College Ave LLC for an extension of terms, 6 months to Section 4.1.1 and 12 months to Section 4.1.2, for improvements and redevelopment of the property located at 318 W. College Avenue (the Park Central Property) in Tax Increment Financing District No. 11

Attachments: [318 College Ave LLC DA Amendment Memo 12-21-22.pdf](#)
[Request from 318 College Ave LLC to Amend DA 12-15-22.pdf](#)
[Park Central - Dev Agrm - RECORDED.pdf](#)

[22-1518](#) Request to approve recommended funding of \$15,000 for 2023 sponsorships for Appleton Downtown Inc. (ADI) programs as outlined in the attached document

Attachments: [Memo to CEDC on ADI Sponsorships 2023.pdf](#)

[ADI Sponsorship Proposal to City 2023.pdf](#)

Legislative History

12/14/22 Community & Economic Development Committee recommended for approval

[22-1554](#) Request to approve the Development Agreement with EP Development Inc. for an 8 unit townhouse condominium project located on E. John Street (Tax Id #31-1-0772-02) (Phase 3 of the former Foremost Farms property) in Tax Increment Financing District No. 8

Attachments: [Eagle Ridge DA Memo 12-14-22.pdf](#)

[0994 - Eagle Ridge - Dev Agrm - 12.09.2022.pdf](#)

Legislative History

12/14/22 Community & Economic Development Committee recommended for approval

7. MINUTES OF THE UTILITIES COMMITTEE

[22-1534](#) Award 2023A Stormwater Consulting Services Contract for 2023 Stormwater Management Plan Reviews to Brown and Caldwell in an amount not to exceed \$35,000.

Attachments: [2023A Plan Review Award Util Memo BC.pdf](#)

Legislative History

12/13/22 Utilities Committee recommended for approval

[22-1535](#) Award of 2023B Stormwater Consulting Services Contract for 2023 Stormwater Management Plan Reviews to raSmith in an amount not to exceed \$35,000.

Attachments: [2023B Plan Review Award Util Memo raSmith.pdf](#)

Legislative History

12/13/22 Utilities Committee recommended for approval

[22-1536](#) Award 2022G Stormwater Consulting Services Contract for the French Road Urbanization Study with McMahon Associates Inc. in an amount not to exceed \$46,354.

Attachments: [2022G French Rd Urbanization McM Award Memo.pdf](#)

Legislative History

12/13/22 Utilities Committee recommended for approval

[22-1550](#) Amend 2021D Stormwater Consulting Services Contract for Lightning Drive Extension Final Design with raSmith in an amount not to exceed \$25,000.

Attachments: [2021D Lightning Drive Final Design Contract Amendment Memo 12-07-2022 FI](#)

Legislative History

12/13/22 Utilities Committee recommended for approval

[22-1556](#) Approval to sole source and award 2022J contract for Conkey Pond Regional Pond Model Update, in an amount not to exceed \$36,910.

Attachments: [2023 Conkey Pond model update BC award.pdf](#)

Legislative History

12/13/22 Utilities Committee recommended for approval

8. MINUTES OF THE HUMAN RESOURCES & INFORMATION TECHNOLOGY COMMITTEE

[22-1546](#) Request for Axon Evidence Storage.

Attachments: [2022 Request for Axon Evidence Storage.pdf](#)

[Axon Quote.pdf](#)

[2022 Excess Fund Balance Memo.pdf](#)

[Email Sole Source Police Evidence Storage.pdf](#)

Legislative History

12/14/22 Human Resources & Information Technology Committee recommended for approval

9. MINUTES OF THE FOX CITIES TRANSIT COMMISSION

[22-1560](#) Approve Sole Source Purchase from Cellcom for In-Vehicle Network System

Attachments: [Award Recommendation Doc_Cellcom.pdf](#)

Legislative History

12/13/22 Fox Cities Transit Commission recommended for approval

[22-1561](#) Approve Sole Source Contract for IMEG Corporation for Professional Services

Attachments: [2022 Valley Transit Remodeling Commissioning.pdf](#)

Legislative History

12/13/22 Fox Cities Transit Commission recommended for approval

[22-1562](#) Approve the Intermunicipal Agreement with Outagamie County for Specialized Transportation Services for 2023, Contingent on Outagamie County Approval

Attachments: [Outagamie Contract - 2023.pdf](#)

Legislative History

12/13/22 Fox Cities Transit Commission recommended for approval

[22-1565](#) Approve the Intermunicipal Agreement with Winnebago County for Specialized Transportation Services for 2023, Contingent on Winnebago County Approval

Attachments: [Winnebago Contract - 2023.pdf](#)

[Winnebago Contract - 2023 Amended.pdf](#)

Legislative History

12/13/22 Fox Cities Transit Commission recommended for approval
Recommended for approval as amended. Typo corrected on page 3, estimated Federal funding for Heritage program.

[22-1566](#) Approve the Intermunicipal Agreement with Calumet County for Specialized Transportation Services for 2023, Contingent on Calumet County Approval

Attachments: [Calumet Contract - 2023.pdf](#)

Legislative History

12/13/22 Fox Cities Transit Commission recommended for approval

[22-1568](#) Approve the Intermunicipal Agreement with the City of Neenah and the Village of Fox Crossing for the Northern Winnebago Dial-A-Ride Service for 2023, Contingent on City of Neenah and the Village of Fox Crossing Approval

Attachments: [NW Dial-A-Ride - 2023.pdf](#)

Legislative History

12/13/22 Fox Cities Transit Commission recommended for approval

10. MINUTES OF THE BOARD OF HEALTH

[22-1553](#) Environmental Health Fee Schedule Proposal

Attachments: [2022.12.14_EHFeeScheduleMemo_a.docx](#)

[2023_EHFeeSchedule.pdf](#)

Legislative History

12/14/22 Board of Health recommended for approval

M. CONSOLIDATED ACTION ITEMS

[22-1625](#) **Appleton/Pacific/Oneida Street Vacation Consolidated Action Items**

Item 22-1601 *Municipal Services Committee*

Item 22-1524 *City Plan Commission*

Item 22-1626 *Initial Resolution (Special Resolutions)*

N. ITEMS HELD

O. ORDINANCES

P. LICENSE APPLICATIONS AND COMMUNICATIONS REFERRED TO COMMITTEES OF JURISDICTION

Q. RESOLUTIONS SUBMITTED BY ALDERPERSONS REFERRED TO COMMITTEES OF JURISDICTION

R. OTHER COUNCIL BUSINESS

[22-1617](#) Update on the Outagamie County Landfill Siting Agreement.

S. ADJOURN

Kami Lynch, City Clerk

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

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



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

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

TO: Members of the Common Council
FROM: Mayor Jacob A. Woodford 
DATE: December 15, 2022
RE: Confirmation of Advisory Panel on Sustainability and Climate Resilience Appointments

It is with pleasure that I present the following appointments for your confirmation at the December 21, 2022, Common Council meeting.

ADVISORY PANEL ON SUSTAINABILITY AND CLIMATE RESILIENCE

Michelle Bachaus	1 Year Term	Term Ends December 2023
Charlie Goff	1 Year Term	Term Ends December 2023
Samuel Gunderson	1 Year Term	Term Ends December 2023


Michelle Bachaus is the Community Engagement Manager for the Wisconsin Bike Fed as well as a League Cycling instructor and teaches Urban Riders and Savvy City Cycling for Appleton Parks and Rec. She has travelled by bike on several self-supported international trips and is happy to share stories to encourage others. Michelle looks forward to helping the City of Appleton consider active transportation in policy and departments and hopes to build confidence that short trips by bike are easy, fun, and good for the environment.

Charlie Goff has been a general partner with NEW Capital Fund, Little Chute for the past 17 years. He is a former president of Forward Enterprises, Appleton, where he served for 20 years. Charlie is or has been involved with the board of directors of Azco, Keller, WOW Logistics, 11 NEW Capital Fund portfolio companies across Wisconsin and Minnesota, the Wisconsin Technology Council. He has served two terms as an Appleton Alderperson, was a commissioner on the Appleton City Plan Commission and Appleton Parks and Recreation Committee and served as treasurer of the Greater Fox Cities Area Habitat for Humanity and treasurer of UWO Fox Cities Foundation. Charlie is interested in the cost/benefit analysis of sustainability initiatives.



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

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

TO: Members of the Common Council
FROM: Mayor Jacob A. Woodford 
DATE: December 15, 2022
RE: Confirmation of Appointments & Reappointments

It is with pleasure that I present the following recommendations for your confirmation at the December 21, 2022, Common Council meeting.

APPLETON HOUSING AUTHORITY – New Appointment

Patti Coenen	5 Year Term	Term Ends December 2027
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Patti has lived in the City of Appleton for 35 years and served as an Appleton Common Council member for nine years, her last term ending in 2021. She brings significant experience in public governance and has provided leadership in the areas of community development, housing development, and resourcing supportive housing programs through her service as a past chair of the Community and Economic Development Committee of the City of Appleton. She holds a BA in management and communication, and an MBA specializing in supply chain management and is currently the logistics manager at Neenah Enterprises.

APPLETON PUBLIC ART COMMITTEE – Reappointments

Luis Fernandez	2 Year Term	Term Ends December 2024
Catherine McKenzie	2 Year Term	Term Ends December 2024
Kim Riesterer	2 Year Term	Term Ends December 2024

APPLETON PUBLIC ART COMMITTEE – New Appointment

Beu Vang	2 Year Term	Term Ends December 2024
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Beu Vang has worked in various roles including customer service and manufacturing throughout the Fox Valley. He also serves as a youth sponsor at Livingstone Alliance Church. He received associate degrees in Marketing and Wood Manufacturing from Fox Valley Technical College in 2006 and 2020, respectively. Beu is currently working on his artwork and branding which will launch in the spring. He sees Appleton's potential and feels his diversity is crucial to the success of this committee.

BICYCLE & PEDESTRIAN ADVISORY COMMITTEE – New AASD Representative Appointment

Joe Pynenberg	Remaining Term	Term Ends December 2023
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Joe was born and raised in Appleton. He attended the University of Wisconsin-Madison where he received a Bachelor of Science in Civil Engineering. Following graduation, Joe returned to Appleton to work for the Appleton Area School District as an Assistant Project Manager for construction projects. He hopes to see Appleton continue to grow and embrace the tight-knit, walkable community feel through its many parks and trails.

BICYCLE & PEDESTRIAN ADVISORY COMMITTEE – Reappointments

Kim Biedermann	3 Year Term	Term Ends December 2025
Jason Brozek	3 Year Term	Term Ends December 2025
Nathan Otto	3 Year Term	Term Ends December 2025
Gwen Sargeant	3 Year Term	Term Ends December 2025

BUSINESS IMPROVEMENT DISTRICT BOARD – Reappointments

Jason Druxman	3 Year Term	Term Ends December 2025
Gary Schmitz	3 Year Term	Term Ends December 2025
Nathan Weyenberg	3 Year Term	Term Ends December 2025

BUSINESS IMPROVEMENT DISTRICT BOARD – New Appointment

Walter Schonfeld	Remaining Term	Term Ends December 2023
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Walter is a long-time resident and investor in the City of Appleton. He recently retired from the corporate world after more than 25 years as a global business executive, having overseen businesses that operated in over 40 countries worldwide. Walter has also served on several non-profit boards in the area including Goodwill and the Wisconsin Veterans Village. He and his wife have been active in numerous community efforts and initiatives including IWC and the Trout Museum of Art.

PARADES COMMITTEE – Reappointment

Corey Otis	1 Year Term	Term Ends December 2023
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INITIAL RESOLUTION

WHEREAS, the public interest requires that portions of Appleton Street, Pacific Street, and Oneida Street, that have not previously been vacated, be vacated and discontinued,

BE IT RESOLVED, that the Common Council of the City of Appleton, Wisconsin, hereby determines that the public interest requires that portions of Appleton Street, Pacific Street, and Oneida Street, City of Appleton, Outagamie County, Wisconsin, as hereinafter described, is hereby vacated and discontinued pursuant to §66.1003 of the Wisconsin Statutes.

LEGAL DESCRIPTION

A part of Oneida Street abutting the West side of Block Sixty-Eight (68) of the APPLETON PLAT (aka Second Ward Plat), all according to the recorded Assessor's Map of the City of Appleton, being located in the Southeast Quarter (SE ¼) of the Northwest Quarter (NW ¼), Section 26, Township 21 North, Range 17 East, City of Appleton, Outagamie County, Wisconsin, containing 1,361 square feet of land and being further described by:

Commencing at the Northeast corner of Pacific Street and Oneida Street, said point also being the Southwest corner of Block 68 of the APPLETON PLAT (aka Second Ward Plat) and being the point of beginning;

Thence South 89°55'06" West 5.70 feet along the Westerly extension of the North line of Pacific Street;

Thence Northwesterly 4.73 feet along the arc of a curve to the right having a radius of 4.00 feet and the chord of which bears North 56°12'19" West 4.46 feet;

Thence Northwesterly 27.81 feet along the arc of a curve to the left having a radius of 108.00 feet and the chord of which bears North 29°42'19" West 27.73 feet;

Thence Northerly 12.65 feet along the arc of a curve to the right having a radius of 11.00 feet and the chord of which bears North 04°08'10" West 11.96 feet;

Thence Northerly 70.91 feet along the arc of a curve to the left having a radius of 228.50 feet and the chord of which bears North 19°55'06" East 70.63 feet to the East line of Oneida Street;

Thence South 00°01'51" West 104.90 feet along the East line of Oneida Street and being coincident with the West line of said Block 68 to the point of beginning.

AND

A part of Pacific Street abutting the North side of Block Fifty-Nine (59) of the APPLETON PLAT (aka Second Ward Plat), all according to the recorded Assessor's Map of the City of Appleton, being located in the Southeast Quarter

(SE ¼) of the Northwest Quarter (NW ¼), Section 26, Township 21 North, Range 17 East, City of Appleton, Outagamie County, Wisconsin, containing 1,832 square feet of land and being further described by:

Commencing at the Southwest corner of Pacific Street and Oneida Street, said point also being the Northeast corner of Block 59 of the APPLETON PLAT (aka Second Ward Plat) and being the point of beginning;

Thence South 89°55'06" West 111.86 feet along the South line of Pacific Street and being coincident with the North line of said Block 59;

Thence Easterly 102.16 feet along the arc of a curve to the left having a radius of 182.00 feet and the chord of which bears North 69°14'08" East 100.82 feet;

Thence Southeasterly 24.35 feet along the arc of a curve to the right having a radius of 11.00 feet and the chord of which bears South 63°25'02" East 19.68 feet to the Northerly extension of the West line of Oneida Street;

Thence South 00°00'36" West 26.78 feet coincident with the Northerly extension of the West line of Oneida Street to the point of beginning.

AND

A part of Pacific Street and Appleton Street, also being formerly known as a part of Lot Twelve (12), Thirteen (13) and Fourteen (14) of Block Fifty-Nine (59) of the APPLETON PLAT (aka Second Ward Plat), all according to the recorded Assessor's Map of the City of Appleton, being located in the Southeast Quarter (SE ¼) of the Northwest Quarter (NW ¼), Section 26, Township 21 North, Range 17 East, City of Appleton, Outagamie County, Wisconsin, containing 445 square feet of land and being further described by:

Commencing at the Northwest corner of Block 59 of the APPLETON PLAT (aka Second Ward Plat);

Thence South 00°02'57" East 115.69 feet coincident with the West line of said Block 59 to the point of beginning;

Thence North 00°02'57" West 0.33 feet coincident with the West line of said Block 59;

Thence Northeasterly 117.59 feet along the arc of a curve to the right having a radius of 90.00 feet and the chord of which bears North 37°22'50" East 109.40 feet to the existing Southeasterly line of Pacific Street per A.O.D. Document No.778217;

Thence South 51°15'47" West 71.53 feet (recorded as North 50°27'24" East 71.53 feet) coincident with Southeast line of Pacific Street per A.O.D. Document No.778217;

Thence South 14°01'58" West 43.81 feet (recorded as North 12°57'24" East 43.81 feet) coincident with Southeast line of Pacific Street and the East line of Appleton Street per A.O.D. Document No.779003 to the West line of Block 59 and the point of beginning.

AND

A part of Pacific Street and Appleton Street abutting the South side of Block Sixty-Seven (67) of the APPLETON PLAT (aka Second Ward Plat), all according to the recorded Assessor's Map of the City of Appleton, being located in the Southeast Quarter (SE ¼) of the Northwest Quarter (NW ¼), Section 26, Township 21 North, Range 17 East, City of Appleton, Outagamie County,

Wisconsin, containing 3,843 square feet of land and being further described by:
Commencing at the Northeast corner of Pacific Street and Appleton Street, said point also being the Southwest corner of Block 67 of the APPLETON PLAT (aka Second Ward Plat) and being the point of beginning;
Thence North 89°55'06" East 165.28 feet along the North line of Pacific Street and being coincident with the South line of said Block 67;
Thence South 74°55'40" West 117.97 feet;
Thence Southwesterly 57.49 feet along the arc of a curve to the left having a radius of 150.00 feet and the chord of which bears South 63°56'53" West 57.14 feet to the Southerly extension of the West line of Block 67;
Thence North 00°02'19" West 55.54 feet coincident with the Southerly extension of the West line of Block 67 to the point of beginning.

AND

A part of Pacific Street and Oneida Street also being formerly known as a part of Lot Seven (7) and Lot Eight (8) of Block Sixty-Seven (67) of the APPLETON PLAT (aka Second Ward Plat), all according to the recorded Assessor's Map of the City of Appleton, being located in the Southeast Quarter (SE ¼) of the Northwest Quarter (NW ¼), Section 26, Township 21 North, Range 17 East, City of Appleton, Outagamie County, Wisconsin, containing 1,433 square feet of land and being further described by:

Commencing at the Northeast corner of Pacific Street and Appleton Street, said point also being the Southwest corner of Block 67 of the APPLETON PLAT (aka Second Ward Plat);
Thence North 89°55'06" East 166.83 feet along the North line of Pacific Street and being coincident with the South line of said Block 67 to the Southwest corner of Lot 7 of said Block 67 and being the point of beginning;
Thence North 51°30'19" East 128.76 feet (recorded as North 50°26'53" East 128.73 feet) to a point on the North line of said Lot 7 being 16.99 feet West of the Northeast corner thereof;
Thence North 13°33'47" East 72.61 feet (recorded as North 14°40'01" East 72.61 feet) to a point on the West line of Oneida Street (as platted) said point being 150.56 feet (recorded as 150.56 feet) North of the Southeast corner of said Block 67;
Thence Southwesterly 202.92 feet along the arc of a curve to the right having a radius of 155.00 feet and the chord of which bears South 37°25'22" West 188.74 feet;
Thence South 74°55'40" West 3.22 feet to the point of beginning.

See also attached Exhibit "A" for illustration.

EASEMENTS

The City of Appleton their heirs, successors and or assigns (Grantee) hereby retain an easement for any and all existing utilities and also any future utilities deemed necessary or desirable by Grantee within the vacated right of way, including but not limited to, storm sewer, drainage, sanitary sewer, watermain, gas, electric, cable and fiber- optic within the entire length and width of the afore described right of way

areas.

It is further agreed that this easement shall be a permanent easement. It is further agreed that Grantee shall have the right to install, regrade, replace, relocate, operate, maintain, resize, and repair any and all of these utilities and their associated appurtenances. It is further agreed that after installing, regrading, replacing, relocating, operating, maintaining, resizing, or repairing of these utilities and their associated appurtenances Grantee shall restore unimproved surfaces such as grass, gravel, and dirt on said property, as closely as possible, to the condition previously existing. Grantee shall not be required to restore or compensate for any improvements or improved surfaces such as, but not limited to, curb and gutter, hard pavements, trees, shrubs, and landscaping, disturbed as a result of the maintenance activities described herein. Buildings or any other type of permanent structure shall not be placed over Grantees' facilities or in, upon or over said easement area. This easement includes the right to operate any and all equipment deemed necessary by Grantee to perform said activities. Grantee agrees that it shall give timely notice to the Grantor of routine maintenance work.

OWNERSHIP DISTRIBUTION OF THE VACATED STREET AREA

It is the intent of the City of Appleton that the existing common lot line between Lot 5 and 6 of said Block 67 be extended in a Southerly direction to its intersection with the proposed Northwesterly line of Pacific Street. The remaining areas of vacated street right of way are intended to accrue to the sole abutting landowner.

ZONING DISTRICT BOUNDARIES

Per Section 23-39 of the Municipal Code, zoning district boundaries indicated as approximately following the centerlines of streets shall be construed to follow such centerlines. In this case, the centerlines will change due to the proposed street vacation. Therefore, it is the intent of the City of Appleton that existing zoning district boundaries located in the public right-of-way will be amended accordingly.

The public right-of-way at the intersection of Appleton Street and Pacific Street, from PD/R-3 Planned Development Multi-Family District to R-1C Central City Residential District.

The public right-of-way at the intersection of Oneida Street and Pacific Street, from R-1C Central City Residential District to PD/R-3 Planned Development Multi-Family District.

The public right-of-way at the intersection of Oneida Street and Pacific Street, from R-1C Central City Residential District to C-2 General Commercial District.

See also attached Exhibit "B" for illustration.

COMMON DESCRIPTION:

Portions of Appleton Street, Pacific Street, and Oneida Street, generally located north of Packard Street and south of Atlantic Street

FURTHER RESOLVED, that the City Clerk of the City of Appleton be authorized and directed to give notice required by §66.1003 of the Wisconsin Statutes.

FURTHER RESOLVED, that according to §66.1005 of the Wisconsin Statutes, upon vacation and discontinuance of said parts of Appleton Street, Pacific Street, and Oneida Street, title to the above-described streets shall belong to the adjoining property owners and shall acquire an ownership interest in the entire area being vacated as shown on the attached Exhibit Map.

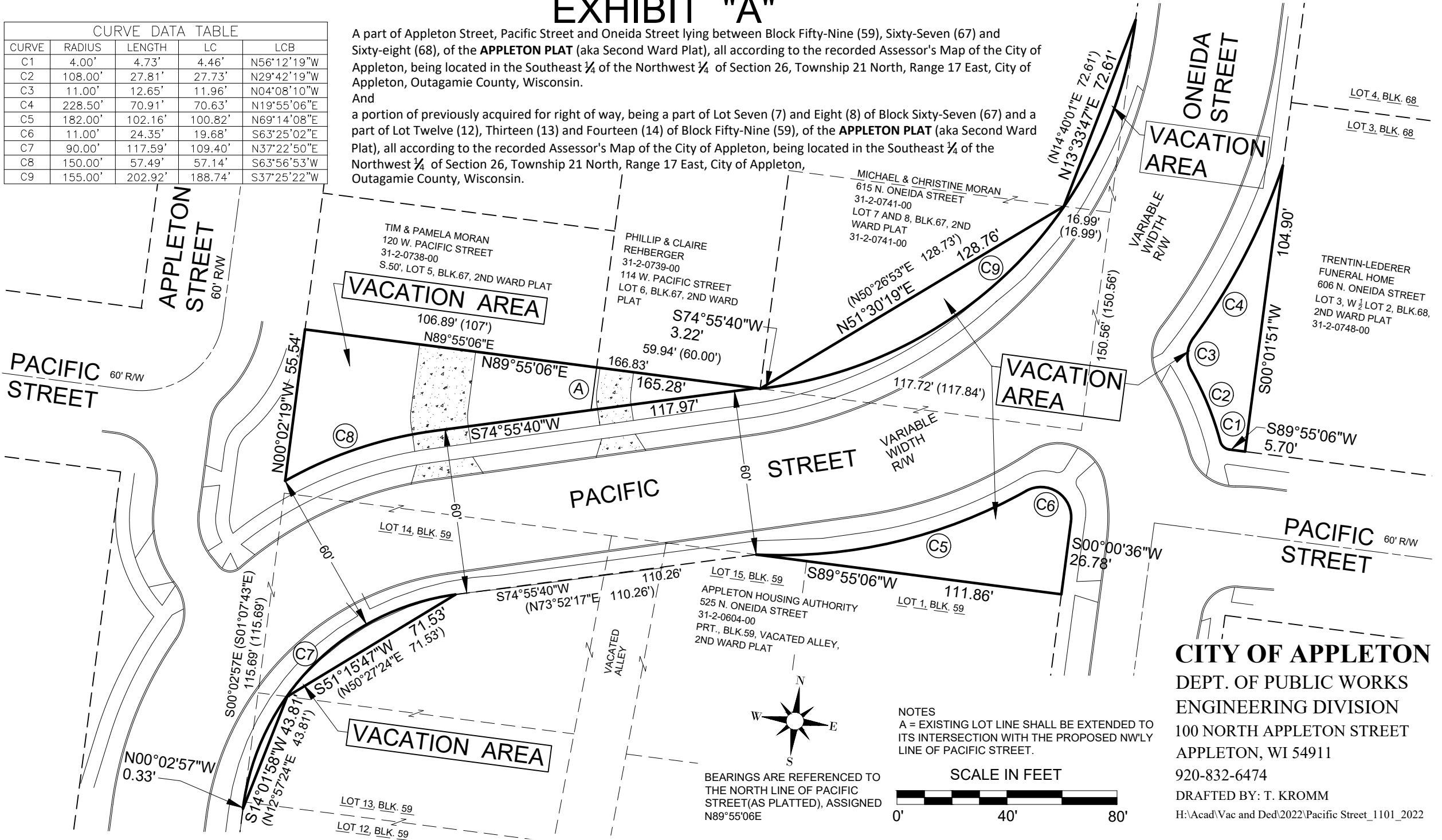
Date: _____

EXHIBIT "A"

CURVE DATA TABLE				
CURVE	RADIUS	LENGTH	LC	LCB
C1	4.00'	4.73'	4.46'	N56°12'19"W
C2	108.00'	27.81'	27.73'	N29°42'19"W
C3	11.00'	12.65'	11.96'	N04°08'10"W
C4	228.50'	70.91'	70.63'	N19°55'06"E
C5	182.00'	102.16'	100.82'	N69°14'08"E
C6	11.00'	24.35'	19.68'	S63°25'02"E
C7	90.00'	117.59'	109.40'	N37°22'50"E
C8	150.00'	57.49'	57.14'	S63°56'53"W
C9	155.00'	202.92'	188.74'	S37°25'22"W

A part of Appleton Street, Pacific Street and Oneida Street lying between Block Fifty-Nine (59), Sixty-Seven (67) and Sixty-eight (68), of the **APPLETON PLAT** (aka Second Ward Plat), all according to the recorded Assessor's Map of the City of Appleton, being located in the Southeast ¼ of the Northwest ¼ of Section 26, Township 21 North, Range 17 East, City of Appleton, Outagamie County, Wisconsin.

And a portion of previously acquired for right of way, being a part of Lot Seven (7) and Eight (8) of Block Sixty-Seven (67) and a part of Lot Twelve (12), Thirteen (13) and Fourteen (14) of Block Fifty-Nine (59), of the **APPLETON PLAT** (aka Second Ward Plat), all according to the recorded Assessor's Map of the City of Appleton, being located in the Southeast ¼ of the Northwest ¼ of Section 26, Township 21 North, Range 17 East, City of Appleton, Outagamie County, Wisconsin.

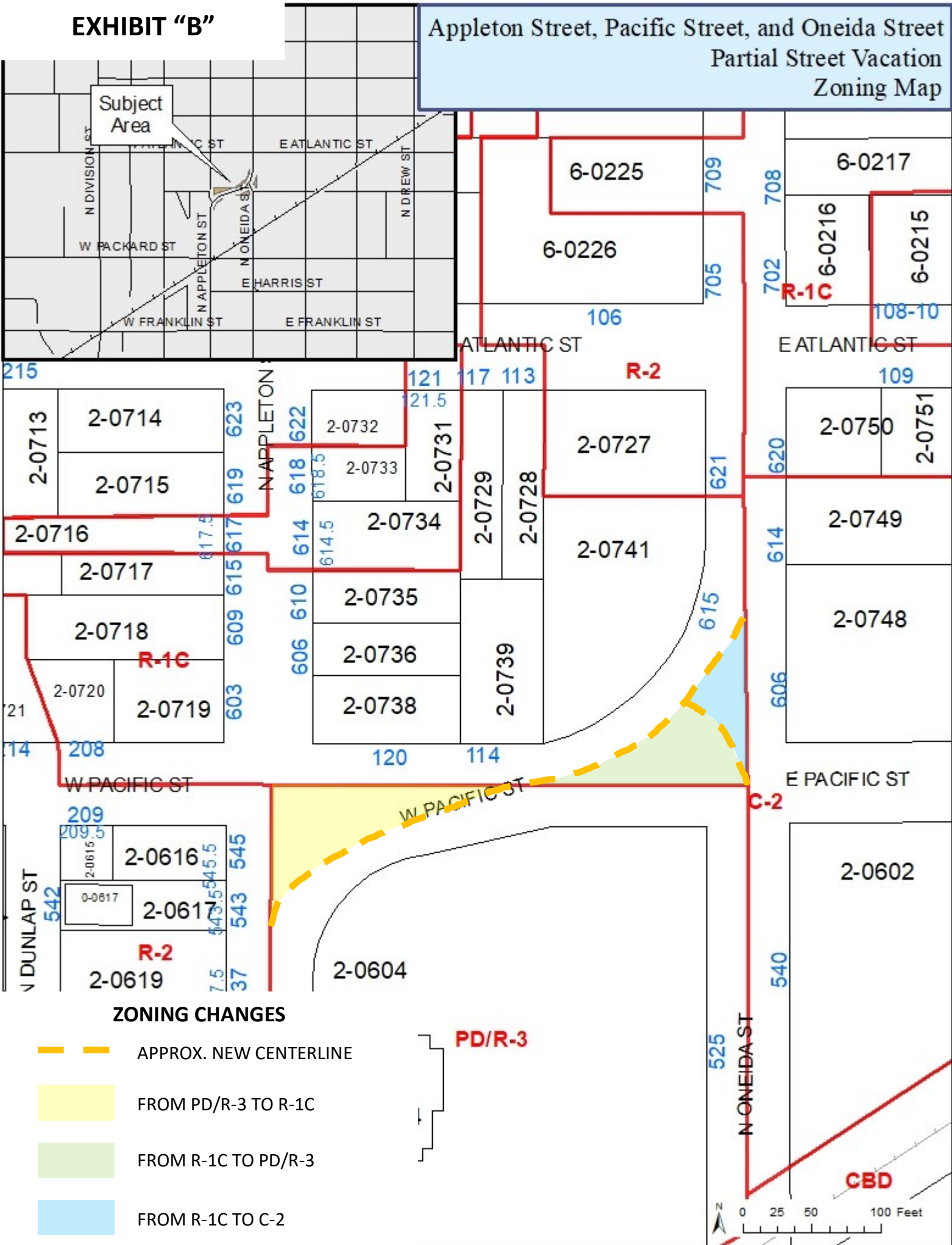


CITY OF APPLETON
 DEPT. OF PUBLIC WORKS
 ENGINEERING DIVISION
 100 NORTH APPLETON STREET
 APPLETON, WI 54911
 920-832-6474
 DRAFTED BY: T. KROMM
 H:\Acad\Vac and Ded\2022\Pacific Street_1101_2022

EXHIBIT "B"

**Appleton Street, Pacific Street, and Oneida Street
Partial Street Vacation
Zoning Map**

Subject Area



Department of Public Works – Engineering Division

MEMO

TO: Municipal Services Committee

FROM: Danielle Block, Director of Public Works
Ross Buetow, City Engineer/Deputy Director of Public Works
Sue Olson, Staff Engineer

SUBJECT: *CRITICAL TIMING* Award 2023 Contract for Operation, Maintenance, Monitoring and Passive Vent Improvements at the Closed City of Appleton Landfill to SCS Engineers, in an amount not to exceed \$150,395.

DATE: December 2, 2022

The Department of Public Works requests award of the 2023 Contract for Operation, Maintenance, Monitoring and Passive Vent Improvements at the Closed City of Appleton Landfill to SCS Engineers in an amount not to exceed \$150,395. This is the eighth year of a ten (10) year contract as approved in December 2015.

Work on this contract includes:

- The monthly operation and monitoring of the landfill, including the necessary reporting to WDNR,
- Regular maintenance of the site, wells, and gas system,
- Routine scheduled replacement of one monitoring well or leachate well,
- Assistance with review of any changes proposed by the Valley Aero Modelers, who currently lease the site, and any proposals or concerns related to the Mackville quarry site,
- Project management and completion of permit requirements imposed by the Wisconsin Department of Natural Resources for the 2022 passive vent improvements, such as additional surface emission monitoring and reporting,
- Removal of the on-site building, gas blower and flair system, and control cabinet
- Coordination with the Wisconsin Department of Natural Resources and the landfill cap maintenance contractor

Per the memo dated December 1, 2015 for the award of the 2016 contract requesting contract extensions through 2025, the 2015 RFP process associated with that award, and satisfactory performance by the consultant, the Department of Public Works recommends awarding the 2023 Contract for Operation, Maintenance, Monitoring and Passive Vent Improvements at the Closed City of Appleton landfill to SCS Engineers in an amount not to exceed \$150,395.

This award is listed as Critical Timing so that coverage for any necessary response at the landfill is available January 2, 2023.

Department of Public Works – Engineering Division

MEMO

TO: Municipal Services Committee

FROM: Danielle Block, Director of Public Works
Ross Buetow, City Engineer/Deputy Director of Public Works
Sue Olson, Staff Engineer

SUBJECT: Approval of a single source award for the 2023 Cap Maintenance at the Closed City of Appleton Landfill to New Paradigm Companies, LLC in an amount not to exceed \$38,400.

DATE: December 2, 2022

The Department of Public Works requests approval of a single source award for the 2023 Cap Maintenance at the Closed City of Appleton Landfill to New Paradigm Companies, LLC in an amount not to exceed \$38,400.

In April 2022 the Finance Department approved DPW's request to single source the cap maintenance at the Mackville Landfill. The memo submitted for that request is attached.

Work on this contract includes:

- Cutting the grass over the entire 53- acre site at least twice,
- Cutting the grass around the gas blower/flair building up to 6 times, depending on when the building is removed,
- Applying herbicide and removal of invasive species in the north ditch line,
- Repair of settled areas per DNR 2022 inspection report,
- Repair of gravel road,
- Reseeding and watering areas of sparse vegetation
- Coordination with SCS Engineers and Valley Aero Modelers

New Paradigm Companies performed well in 2022, meeting the routine mowing needs, completing the first round of herbicide treatment in the north ditch, repair of a large area of settlement and coordination with the City, SCS Engineers and the Valley Aero Modelers. Therefore, the Department of Public Works requests approval of a single source award for the 2023 Cap Maintenance at the Closed City of Appleton Landfill to New Paradigm Companies, LLC in an amount not to exceed \$38,400.

Department of Public Works – Engineering Division

MEMO

TO: Jeff Fait, Purchasing Manager

FROM: Paula Vandehey, Director of Public Works
Sue Olson, Staff Engineer

DATE: April 5, 2022

RE: Request to Sole Source contract for Mackville Landfill Cap Maintenance services with New Paradigm Contracting

The Department of Public Works is requesting approval to sole source a contract with New Paradigm Contracting to perform maintenance of the Mackville Landfill cap, in an amount not to exceed \$21,600.

The Mackville Landfill site is approximately 53 acres. Since the Mackville Landfill remediation and cap was completed in early 1996, the Operations Division of Public Works has performed maintenance of landfill cap, such as removing invasive species and sediment from the perimeter ditch, removing woody vegetation, fence maintenance and internal access road maintenance. Cutting the cap vegetation has been completed by various contractors over the years and for the past several years was included with the mowing contract bid by the Inspections Division.

In September 2021, the mowing contractor significantly damaged the landfill cap by attempting to cut the vegetation with the improper equipment under wet conditions, without notifying the City of the wet conditions or the damage. This situation, along with on-going staffing issues in the Operations Division, has forced us to reconsider how this work should best be accomplished. After careful consideration, we are recommending that moving forward the cap maintenance should be contracted separately by the Engineering Division and include all cap maintenance previously performed by the Operations Division and the Inspections Division mowing contractor.

DPW Engineering staff researched local contractors, looking for the equipment and skill set to work on a landfill site with on-going environmental monitoring, able to do the full range of work from cutting grass to ditch cleaning to gravel road maintenance. The only contractor we could find that met our requirements was new Paradigm Contracting. The owner and operator of New Paradigm Contracting is a hydrogeologist with landfill experience while working for AECOM and additional environmental work while employed with Westwood (formerly OMNNI), including work on City projects.

This contract includes both routine and non-routine work, as described in the attached RFP. Proposed pricing for cutting the cap vegetation is between the cost of the Inspections Division contract and the cost paid to Outagamie County in past years. Due to several years of limited or no maintenance in various areas of the site, DPW Engineering believes that the additional cost for

quality work is needed to catch up with site maintenance. It is estimated that it may take three years to repair the health of the cap vegetation and complete the outstanding maintenance work, especially removal and control of the invasive species in the north ditch. DPW Engineering may request to sole source with this same contractor in 2023 and 2024.

CLOSED CITY OF APPLETON LANDFILL
CAP MAINTENANCE
2022 REQUEST FOR PROPOSAL

This document provides the anticipated scope of services for the 2022 Cap Maintenance work at the Closed City of Appleton Landfill (Mackville Landfill) located at W5007 Quarry Road in the Town of Center and is considered an integral part of the contract. Should the City request other tasks not specifically listed in this document, those will be negotiated on a case-by-case basis.

The landfill cap is two (2) feet of compacted clay covered with two (2) feet of rooting zone layer and 6 inches of topsoil. Original seed mix included cool season grasses.

1. Project Management

- Invoicing shall be no more frequent than once per month
- Contractor shall take direction from both the City and SCS Engineers (SCS)
- Contractor shall communicate with the City, SCS and the Valley Aero Modelers (VAM) as needed
- The City will provide Contractor a key to access the site
- Contractor shall notify the City immediately of any concerns of the condition of the site
- Contractor shall be responsible for the health and safety of its employee's and preparation of a site-specific health and safety plan
- Contractor shall follow applicable safety and environmental regulations

2. Site Inspections/Meetings

- Contractor shall attend up to 3 on site meetings per year, approximately 2 hours per meeting, including:
 - One on site kickoff meeting to walk the site with City and SCS staff to mark cap penetrations/structures/fencing/etc. to ensure they are protected during mowing operations
 - Annual Site Walk in the fall with City and SCS staff
- Site inspections/meetings may include City staff, SCS staff, DNR staff, VAM or any combination of these. If possible, the City will provide a minimum of five (5) working days' notice.

3. Scope of Services

3.1 Routine Services

- Contractor shall cut the site vegetation, including side slopes, but not areas mowed by VAM, twice a year. The mowing area is approximately 53 acres, and is generally bounded by the drainage ditch to the north, and existing fence lines on the west, south, and east sides. Refer to Figure 1 – Site Plan.
 - Contractor shall mow once between the dates of May 1 – June 15, and once between the dates of August 1 – September 15, when conditions allow (not during wet/soft conditions when rutting may occur).
 - Contractor to provide notice at least three (3) working days in advance of mowing.
 - Contractor shall provide a status update with photos of completed work to the City after each mowing event.
 - Contractor shall use a flail-type drum mower.

- Contractor shall notify the City and SCS during the same working day of ruts greater than four inches in depth.
- Contractor shall cut to a height of approximately four (4) inches.
- Contractor to trim vegetation around stick-ups/pipe penetrations.
- Contractor shall cut vegetation in a 30 ft area around blower building up to 6 times per year. Trim vegetation along edge of building.
- Contractor shall remove woody vegetation (trees, shrubs and brush) from the landfill cap as directed by either the City or SCS.
- Contractor is responsible for decontamination of Contractor's equipment.

3.2 Non-routine Services

- Contractor shall provide a plan and budget to control phragmites in the north ditch line. If funding is available, work may begin in 2022.
 - Contractor shall obtain all necessary permits for any herbicide treatment on the site. Contractor to provide records of what herbicides were used, quantity of each, and a written statement that they were applied in accordance with manufacturer directions.
- Contractor shall repair low areas on the site as budget allows and under the direction of SCS, including:
 - Providing rooting zone material
 - Providing topsoil
 - Grading areas for positive surface drainage (minimum 1% slope)
 - Seeding (WisDOT Seed Mix #20), mulching and watering until vegetation is well established
- Contractor shall repair the gravel road, including:
 - Providing material
 - Grading for positive drainage
 - Repairing washouts
 - Removing sediment buildup under driveway culvert

4. Contractor shall provide a Schedule of Prices, including

- Hourly rates for staff assigned to this project
- List of available equipment and hourly rates
- Cost per each site mowing (including cost per acre)
- Cost per each mowing around blower building that is not part of full site mowing
- Expenses (mileage, fuel surcharge)

5. Contract Attachments

- Figure 1 – Site Plan
- Insurance Requirements and Certificate
- Contractor Proposal, including
 - Statement of Qualifications
 - Any Special Conditions
 - Schedule of prices, as listed above
 - Costs for Routine Services per Section 3.1 above



PERMIT TO OCCUPY THE PUBLIC RIGHT-OF-WAY

EXTENDED

Permit #: 22-154-T
Effective Date: 12/5/22
Expiration Date: 1/31/23
Included
Fee: 40.00
Paid (yes or no): PER D.B. 4124-0007

Rev. 04-10-15

Applicant Information
Name (print): BRANON M. SELISSON
Company: Pfeifferle Companies
Address: 200 E. WASHINGTON ST
Telephone: 920 730 4260
e-mail: bselissen@pfeifferle.biz
Applicant Signature: [Signature]
Date: 10-19-2022

Occupancy Information
General Description: Construction Dumpsters for Remodel Project
Street Address:
Tax Key No.:
Street: From: 10-31-2022 To: 12-4-2022
Multiple Streets:

(Department use only)
Occupancy Type: Permanent (\$40), Temporary - max. 35 days (\$40), Amenity/Annual (\$40), Blanket/Annual (\$250), Block Party (\$15)
Sub-Type: Sandwich Board, Tables / Chairs, Dumpster, POD / Container, Obstruction / Other
Location: Sidewalk, Terrace, Roadway

Additional Requirements
Plan/Sketch, Certificate of Insurance, Bond, Other:

Traffic Control Requirements
Type of Street: Arterial/CBD, Collector, Local
Proposed Traffic Control: City Manual, State Manual, Other (attach plan)
Approved by:
Date:
Contact Traffic Division (832-2379) 1 business day prior to any lane closure, or 2 business days prior to a full road closure.
Additional Requirements:

- This permit approval is subject to the following conditions:
1. Permittee is responsible to obtain any further permits that may be required as part of this occupancy.
2. Permittee shall adhere to any plan(s) that were submitted to the City of Appleton as part of this application.
3. This permit is subject to IMMEDIATE REVOCATION and/or issuance of a MUNICIPAL CITATION if conditions of the permit are not met.
4. This permit is subject to IMMEDIATE REVOCATION if unfavorable traffic conditions develop during the period the occupancy is permitted.
5.
6.

This permit is issued to the applicant upon payment of the permit fee and is expressly limited to the location and type described herein. The applicant, in exchange for receiving this permit, warrants that all street occupancies will be performed in conformity to City ordinances, standards and policies, be properly barricaded and lighted, and be performed in a safe manner. By applying for and accepting this permit, the applicant assumes full liability and/or any costs incurred by the City for corrective work required to bring the subject area into compliance with said ordinances, standards, policies and permit conditions. No occupancy shall occur prior to approval of this permit by the Department of Public Works.

The Grantee shall guarantee at their expense, the repair or replacement of pavement, sidewalk and any other facilities within the public right-of-way damaged or destroyed by the Grantee or any sub-contractor working for them. The Grantee shall assume complete and full liability and responsibility, in accordance with existing ordinances and policies, in the event of injury or damage to persons or property resulting from their facilities within the public right-of-way.

APPROVED BY: [Signature] DATE: 10/20/22
(Department of Public Works)

New COT

DEPARTMENT OF PUBLIC WORKS

METER BAG APPLICATION

Fee is \$9.00 per bag per day plus tax or any part thereof. THIS FEE WILL BE CHARGED FOR EVERY DAY THE METER BAG IS RESERVED (excluding Sundays and Holidays).

NOTE: Meter bags shall not be used on red meters. If a red meter is found bagged, the bag will be removed, and the vehicle will be ticketed.

Company Name Pfefferle Management

Applicants Name Brandon M. Selissen

Address 200 E. WASHINGTON ST Ste 21A

Telephone Number 920 730 4280 EXTENDED

Type of Work Dumpsters 1 DUMPSTER

Meter # (s) 196-197 Zone 9201 S 197

Time Period 10-31-2022 - 12-04-2022 12/5/22-1/31/23

Amount Due 9 x 2 x 28 \$531.72 \$436.77

(\$9.00 per bag per day plus tax) Recp-4243-0004

Approved by Mark DeHay JAR Department of Public Works Representative

Today's Date 10-20-22

Recp 4124-0004

Westwood



PROFESSIONAL SERVICES MASTER AGREEMENT

This agreement, including the attached Project Work Order and Project Change Order, is made and entered into this 6th day of December 2022 (the “Agreement”), by and between the below Client and Consultant:

Client: **City of Appleton** (“Client”)
100 N. Appleton Street
Appleton, WI 54911
Ph: (920)832-6423 Fax: (920)832-5962

Consultant: **Westwood Professional Services, Inc.** (“Westwood”)
12701 Whitewater Drive Suite 300
Minnetonka, MN 55343
Ph: (952) 937-5150 Fax: (952) 937-5822

Project: **Professional Services Master Agreement**

Projects will be as determined from time to time by Client. Each new scope of work will be initiated by a "Project Work Order" as defined by Attachment A. Any necessary scope of work and fee changes will be documented by a “Project Change Order” as defined by Attachment B. Both documents will be agreed to and executed by both the Client and Westwood.

Services: Westwood will provide professional services. Such professional services may include, but are not limited to: engineering services, survey services, renewable energy design, LiDAR mapping and aerial photography, GIS (Graphic Information Systems), wetland services, EIS (Environmental Impact Statements), EAW (Environmental Assessment Worksheet), sustainable and conservation development, soil mapping, cultural resources, feasibility studies, regulatory research and permitting, threatened and endangered species, erosion control services, SWPPP development (Storm Water Pollution Prevention Program) and review, land liaison services, title services, and land acquisition (described generally herein as “Services”). These Services, as defined in the Project Work and Change Orders, will be provided on an as-needed basis as requested by Client and agreed to by Westwood. Westwood Services may result in drawings, specifications, plans, reports, work product, and any other deliverable (“Deliverables”) that may be requested by the Client and agreed to by Westwood.

Fee: Charges for the above-described Services will be on an hourly basis in accordance with the Fee Schedule in effect at the time when the work is performed; or on a lump sum basis as agreed, based on the individual project. Fee estimates will be included in the Work Order, with the final cost to be determined based on actual requirements of the project and services rendered.

Effective date: The effective date of this Agreement shall be the date first indicated above and shall be effective through December 31, 2027.

1. GENERAL CONDITIONS OF AGREEMENT

A. The standard of care for all professional consulting and related services performed or furnished by Westwood under this Agreement will be the care and skill ordinarily used by members of Westwood’s profession practicing under similar circumstances at the same time and in the same locality. Except as expressly set forth in Paragraph 1.B, Westwood makes no warranties, express or implied, under this Agreement or otherwise, in connection with Westwood’s Services and Deliverables. Westwood and its

consultants may use or rely upon the design services of Client and others, including, but not limited to, contractors, manufacturers, and suppliers.

- B. If Client notifies Westwood of a deficiency, or if Westwood determines there is a deficiency, within sixty (60) days after delivery of a Deliverable to Client, as Client's sole and exclusive remedy, Westwood shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in Client-furnished information.
- C. Client shall be responsible for, and Westwood may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Client to Westwood pursuant to this Agreement. Westwood may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.
- D. Westwood neither guarantees the performance of any third party, including contractors, using the Deliverables and Services, nor assumes responsibility for any third party's failure to furnish and perform any work that uses the Deliverables and Services.
- E. Westwood shall not be responsible for the acts or omissions of any contractor(s), subcontractor(s) or supplier(s), or of any of the contractor's agents or employees or any other persons (except Westwood's own employees) furnishing or performing any of the contractor's work; or for any decision made on interpretations or clarifications of Deliverables without consultation and advice of Westwood.
- F. It is understood and agreed that if Westwood's services under this Agreement do not include construction phase services, and that such services will be provided by Client, then Client assumes all responsibility for interpretation of Deliverables and for construction observation or review and waives any claims against Westwood related thereto.
- G. This Agreement is to be governed by the laws of the State of Wisconsin.
- H. All express indemnifications, or limitations of liability included in this Agreement will survive its completion or termination for any reason.
- I. Any provision or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon Client and Westwood.
- J. Nothing contained herein shall be construed to mean that Westwood and Client are engaging in a joint venture or partnership.
- K. If either party hereto shall commence any action or proceeding against the other in connection with the terms, conditions, or obligations under this Agreement, the prevailing party shall be entitled to recovery of its reasonable attorney's fees and costs incurred herein. Interest on any outstanding balance shall accrue at the rate of 1.25% per month.

2. TERMINATION

- A. Either party may terminate the Agreement upon thirty (30) days written notice in the event of failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party.
- B. Westwood may terminate the Agreement upon seven (7) days written notice if:
 - 1) Westwood believes that Westwood is being requested by Client to furnish or perform services contrary to Westwood's responsibilities as a licensed professional; or
 - 2) Westwood's Services for the Project are delayed or suspended for more than ninety (90) days for reasons beyond Westwood's control.

Westwood shall have no liability to Client as a result of such termination in this paragraph.

- C. Notwithstanding the foregoing, this Agreement will not terminate as a result of a failure under this Paragraph 2 if the party receiving such notice begins, within seven (7) days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within thirty (30) days of receipt of notice; provided, however, that if and to the extent such failure cannot be reasonably cured within such thirty (30) day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, sixty (60) days after the date of receipt of the notice.
- D. The terminating party may set the effective date of termination at a time up to thirty (30) days later than otherwise provided to allow Westwood to demobilize personnel and equipment from the Project site, to complete tasks providing value which would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files. Westwood shall be compensated for the time required to complete such tasks.
- E. Westwood shall be compensated for all services performed by it prior to the date of termination.

3. USE OF DOCUMENTS

Westwood shall be the exclusive owner of all right, title, and interest in and to any and all Deliverables, together with any and all related rights of copyright, patent, trade secret, trademark and service mark, and all other proprietary rights of any kind whatsoever.

Subject to the provisions herein and upon Westwood's receipt of full payment therefore, Westwood hereby grants to Client, and Client accepts: (i) a nonexclusive, nontransferable, without the right to sublicense, royalty-free license to use the Deliverables for the sole purpose of constructing the Project: and (ii) the right to reproduce applicable portions of the Deliverables for Client's contractors, consultants, and suppliers solely for use in construction of the Project, provided Client reproduces on such copies the copyright notice and other proprietary legends that were on the original Deliverable.

Deliverables are not intended or represented to be suitable and are not licensed to Client for reuse by Client or others on extensions of the Project or on any other project. Upon termination for cause of this Agreement by Westwood, the license granted herein shall terminate. Any unauthorized use of the Deliverables will be at Client's sole risk and without liability to Westwood or to Westwood's consultants. Client shall indemnify and hold harmless Westwood and Westwood's Consultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting therefrom.

4. SUCCESSORS, ASSIGNS, AND BENEFICIARIES

- A. Client and Westwood each is hereby bound and the partners, successors, executors, administrators and legal representatives of Client and Westwood are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and permitted assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.
- B. Neither Client nor Westwood may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or required by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
 - 1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Client or Westwood to any contractor, contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Westwood and not for the benefit of any other party.

5. HAZARDOUS ENVIRONMENTAL CONDITIONS

- A. It is acknowledged by both parties that Westwood's scope of services does not include any services related to a hazardous environmental condition. In the event Westwood or any other party encounters a hazardous environmental condition, Westwood may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Client: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the hazardous environmental condition; and (ii) warrants that the site is in full compliance with applicable laws and regulations.
- B. Client acknowledges that Westwood is performing professional services for Client and that Westwood is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the site in connection with Westwood's activities under this Agreement.

6. ALLOCATION OF RISKS

- A. To the fullest extent permitted by law, Westwood shall indemnify and hold harmless Client, Client's officers, directors, partners, and employees from and against any and all costs, losses, and damages (including but not limited to all fees and charges of consultants, architects, attorneys, and other professionals, and all court or dispute resolution costs) caused by the negligent acts or omissions of Westwood or Westwood's officers, directors, partners, employees, and Westwood's consultants in the performance and furnishing of Westwood's services under this Agreement.
- B. To the fullest extent permitted by law, Client shall indemnify and hold harmless Westwood, Westwood's officers, directors, partners, employees, and Westwood's consultants from and against any and all claims, demands, costs, losses, and damages (including but not limited to all fees and charges of consultants, architects, attorneys, and other professionals, and all court or other dispute resolution costs) and liabilities that Westwood may incur or suffer which arise out of or relate to: (i) the negligent acts or omissions of Client or Client's officers, directors, partners, employees, and Client's consultants with respect to this Agreement or the Project; and (ii) Client's breach of or failure to perform any of its obligations of this Agreement or a Proposal.
- C. To the fullest extent permitted by law, Westwood's total liability to Client and anyone claiming by, through, or under Client for any cost, loss, or damages caused in part by the negligence of Westwood and in part by the negligence of Client or any other negligent entity or individual, shall not exceed the percentage share that Westwood's negligence bears to the total negligence of Client, Westwood, and all other negligent entities and individuals. In no event shall Westwood's total liability exceed the policy coverage limits of Westwood's applicable liability insurance as set forth in Attachment C.
- D. Neither party shall be liable with respect to any subject matter of this Agreement for any indirect, incidental, special, exemplary or consequential damages, including without limitation, any loss of revenues or profits.

7. PAYMENTS FOR SERVICES AND REIMBURSABLE EXPENSES

- A. *Preparation of Invoices.* Invoices will be prepared in accordance with Westwood's standard invoicing practices and will be submitted to Client by Westwood monthly, unless otherwise agreed.
- B. *Payment of Invoices.* Invoices are due and payable within thirty (30) days of receipt. If Client fails to make any payment due Westwood for services and expenses within thirty (30) days after receipt of

Westwood's invoice there for, the amounts due Westwood will be increased at the rate of 1.25% or the highest rate permitted by law per month or past thereof from said thirtieth (30th) day. In addition, after payments are due, Westwood may, after giving seven (7) days written notice to Client, suspend services under this Agreement until Westwood has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

- C. *Disputed Invoices.* In the event of a disputed or contested invoice, only that portion so contested in good faith may be withheld from payment, and the undisputed portion will be paid.

Client shall pay Westwood for Services as follows:

- A. An amount equal to the cumulative hours charged to the Project by Westwood's employees times standard hourly rates for each applicable billing class for all services performed on the Project, plus reimbursable expenses and Westwood's consultants' charges, if any.
- B. Westwood's standard hourly rates applicable to the respective project shall be defined in the Project Work Order as defined in Attachment A.
- C. Westwood may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered.
- D. The standard hourly rates and reimbursable expenses schedule will be adjusted annually to reflect equitable changes in the compensation payable to Westwood.
- E. Client shall pay Westwood for reimbursable expenses. The amounts payable to Westwood for reimbursable expenses will be the Project-related internal expenses actually incurred or allocated by Westwood, plus all invoiced external reimbursable expenses allocable to the Project, the latter of which is multiplied by a factor of 1.15.
- F. Whenever compensation to Westwood herein is stated to include charges of Westwood's consultants, those charges shall be the amounts billed by Westwood's consultants to Westwood multiplied by a factor of 1.15. The external reimbursable expenses and Westwood's factors include consultant's overhead and profit associated with Westwood's responsibility for the administration of such services.

8. FORCE MAJEURE

An event of "Force Majeure" occurs when an event beyond the control of the Party claiming Force Majeure prevents such Party from fulfilling its obligations. An event of Force Majeure includes, without limitation, acts of God (including floods, hurricanes and other adverse weather), war, riot, civil disorder, acts of terrorism, disease, epidemic, strikes and labor disputes, actions or inactions of government or other authorities, law enforcement actions, curfews, closure of transportation systems or other unusual travel difficulties, or inability to provide a safe working environment for employees.

In the event of Force Majeure, the obligations of Westwood to perform Services shall be suspended for the duration of the event of Force Majeure. In such event, the schedule shall be extended by a like number of days as the event of Force Majeure. If Services are suspended for thirty (30) days or more, Westwood may, in its sole discretion, upon five (5) days prior written notice, terminate this Agreement or the affected Project Work Order, or both. In the case of such termination, in addition to the compensation and time extension set forth above, Westwood shall be compensated for all reasonable termination expenses.

9. CORONAVIRUS PANDEMIC IMPACT

Client acknowledges and agrees that due to the dynamic and fluid nature of the coronavirus pandemic (COVID-19) (the "Coronavirus Pandemic"), Westwood may face uncertainty regarding its ability to perform the work contemplated by the Agreement in accordance with the schedule and contracted price. As a result of the Coronavirus Pandemic, the schedule, and related scope and fee, provided in the Agreement may be impacted due to issues outside of Westwood's control including, but not limited to, the following: (a) shortages in labor (including employees and consultants); (b) direction or guidance from

any applicable governmental authority or applicable law that renders Westwood’s or it’s subconsultants’ performance impossible, impracticable, or contrary to such direction or guidance; (c) delays in governmental approvals; and (d) other causes beyond Westwood’s reasonable control, regardless of whether such impacts are direct or indirect.

If due to the impacts of the Coronavirus Pandemic, Westwood determines in good faith and in Westwood’s sole discretion, that it is not feasible for Westwood or its subconsultants to perform the work in accordance with the schedule Westwood shall promptly notify Client and the parties shall cooperate in good faith to negotiate equitable adjustments to the schedule and/or contract price. Notwithstanding anything to the contrary set forth in this Agreement, including any related work or change order, Westwood shall not be liable to Client for any damages (actual, direct, consequential, incidental, punitive, liquidated, or nominal) as a result of delays or cost adjustments in connection with the Coronavirus Pandemic.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement including but not limited to the attachments, Project Work Order, and Project Change Order.

CLIENT:

CONSULTANT:

City of Appleton

Westwood Professional Services, Inc.

(Print/Type)

Barry Morgan
0DD15C63B04149A...

By: _____

By: _____

Barry Morgan

Title: _____

Title: Sr. Director, North Land Division

Date Signed: _____

Dated Signed: 12/8/2022

Address/Contact for giving notices:

Address/Contact for giving notices:

City of Appleton

Westwood Professional Services, Inc.

C/O City Attorney

C/O General Counsel

100 N. Appleton Street

12701 Whitewater Drive Suite 300

Appleton, Wisconsin 54911-4799

Minnetonka, Minnesota 55343

For City Reference: File A17-1039

- Attachments: A PSMA Project Work Order Template
- B PSMA Project Change Order Template
- C Insurance

ATTACHMENT A

Project Work Order

Professional Services Master Agreement

PROJECT TITLE: _____

CLIENT NAME City of Appleton

DATE OF WORK ORDER _____

PROJECT WORK ORDER NUMBER PWO-000XX

PROJECT LOCATION: _____

PROJECT NUMBER: _____

This Project Work Order between Client and Westwood is set forth pursuant to our “Professional Services Master Agreement” executed on *December 6, 2022*.

I. Contract Documents

This project work order, any resulting change orders, and the Professional Services Master Agreement comprise the contract documents, and there are no other general or supplementary conditions further stipulated.

II. Project Description

Description of the project.

III. Client and Westwood Responsibilities

1. Client Responsibilities

2. Westwood Responsibilities

Define the associated proposal to include the date of the proposal and the fee schedule.

IV. Deliverables

Clearly define the deliverables.

V. Schedule

1. Services will commence on *date* and will proceed for *number* of working days.
2. Notice to Proceed is understood to be this work order signed, dated, and fully executed by both Client and Westwood.

VI. Staff

1. Pursuant to completion of this work order, Westwood/Client will utilize the following primary personnel under the designated roles listed:

a. Name, License, Title

Description of responsibilities.

Contact Information

b. Name, License, Title (If project scope requires more than one service)

Description of responsibilities.

Contact Information

VII. Project Work Order Attachments:

1. Westwood *Proposal Document if required.*
2. *Fee Table*
3. *Insurance documents if required*

VIII. Form of Contract

1. The estimated project cost is: \$ _____
a. Brief Scope of Services and Total Estimated Fee.
2. Westwood will issue invoices on an approximate 4-week cycle.

ACCEPTED AND AGREED TO:

City of Appleton (Client):

Westwood Professional Services, Inc. (Westwood):

(Signature)

(Signature)

(Name – Printed)

(Name – Printed)

(Title)

(Title)

ADDRESS FOR GIVING NOTICES:

(If Different than Professional Services Master Agreement)

ADDRESS FOR GIVING NOTICES:

(If Different than Professional Services Master Agreement)

ATTACHMENT B

Project Change Order

Professional Services Master Agreement

WPS-PSMA-11-10XX

PROJECT TITLE: _____

CLIENT NAME City of Appleton

DATE OF CHANGE ORDER _____

PROJECT CHANGE ORDER NUMBER PCO-000XX

PROJECT WORK ORDER NUMBER PWO-000XX

PROJECT NUMBER: _____

This Project Change Order between Client and Westwood is set forth pursuant to our “Professional Services Master Agreement” executed on *December 6, 2022*. The purpose of this Project Change Order is to modify the conditions and the scope of work as defined in Project Work Order PWO-~~XXX~~.

VII. Contract Documents

1. This project change order, the referenced project work order, and the Professional Services Master Agreement comprise the contract documents, and there are no other general or supplementary conditions further stipulated.

VIII. Project Description

Description of the changes to the project description and/or scope of work.

IX. Client and Westwood Responsibilities

1. Client Responsibilities
2. Westwood Responsibilities

Define changes to the associated Project Work Order.

X. Deliverables

Define deliverable changes to the associated Project Work Order.

XI. Schedule

- 1. *Define changes in the schedule as defined in the associated project work order.*

XII. Staff

- 2. Pursuant to completion of this project change order, Westwood/Client will utilize the following primary personnel under the designated roles listed: *Define any staff changes.*

a. Name, License, Title

Description of responsibilities.

Contact Information

b. Name, License, Title (If project scope requires more than one service)

Description of responsibilities.

Contact Information

VII. Project Change Order Attachments:

- 1. Westwood *Attachments related to the execution of the project change order.*
- 2. *Any related changes to the project work order Fee Table if required.*
- 3. *Insurance documents if required*

VIII. Form of Contract

- 1. The estimated project cost is: \$ _____

a. Define changes to Scope of Services and Total Estimated Fee.

ACCEPTED AND AGREED TO:

City of Appleton (Client):

Westwood Professional Services, Inc. (Westwood):

(Signature)

(Signature)

(Name – Printed)

(Name – Printed)

(Title)

(Title)

ADDRESS FOR GIVING NOTICES:

(If Different than Professional Services Master Agreement)

ADDRESS FOR GIVING NOTICES:

(If Different than Professional Services Master Agreement)

ATTACHMENT C

INSURANCE

A. *Insurance.* Westwood shall, during the life of this Agreement, maintain the following insurances:

1. Commercial General Liability (occurrence form not less than):
 - \$2,000,000 General Liability
 - \$2,000,000 Products and Completed Operations Aggregate
 - \$1,000,000 Personal and Advertising Injury
 - \$1,000,000 Each Occurrence
 - \$10,000 Medical Expense
2. Commercial Automobile Liability (all scheduled auto, hired and non-owned autos):
 - \$1,000,000 Combined Single Limit
3. Umbrella
 - \$5,000,000 Aggregate
 - \$5,000,000 Each Occurrence
4. Workers Compensation
 - \$1,000,000 Each Accident
 - \$1,000,000 Policy Limit
 - \$1,000,000 Each Employee
5. *Professional Liability Errors and Omissions Insurance.*

Westwood shall carry Professional Liability Errors and Omissions insurance with limited contractual liability in the amount of \$2,000,000 per claim and in the aggregate for the duration of this Agreement.

B. *Additional Provisions.*

- **Primary and Non-Contributory requirement:** Except for Workers Compensation and Professional Liability, all other insurance above must be primary and non-contributory to any insurance or self-insurance carried by Westwood.
- **Acceptability of Insurers:** Insurance is to be placed with insurers who have an *A.M. Best* rating of no less than A- and a Financial Size Category of no less than Class VI, and who are authorized as an admitted insurance company in the state of Wisconsin.
- **Additional Insured Requirements:** The following must be named as additional insureds on the general liability and business automobile liability policies for liability arising out of project work: City of Appleton, and its officers, council members, agents, employees and authorized volunteers. On the Commercial General Liability Policy, the additional insured coverage must be ISO form CG 20 10 07 04 or equivalent and also include Products/Completed Operations equivalent to ISO form CG 20 37 07 04 or their equivalents for a minimum of 2 years after acceptance of work. This does not apply to Workers Compensation Policies.
- **Certificates of Insurance:** Certificates of Insurance acceptable to the City of Appleton shall be submitted prior to commencement of the work to the applicable department. In addition form CG 20 10 07 04 or equivalent for ongoing work exposure and form CG 20 37 07 04 or equivalent for products-completed operations exposure must also be provided. These certificates shall

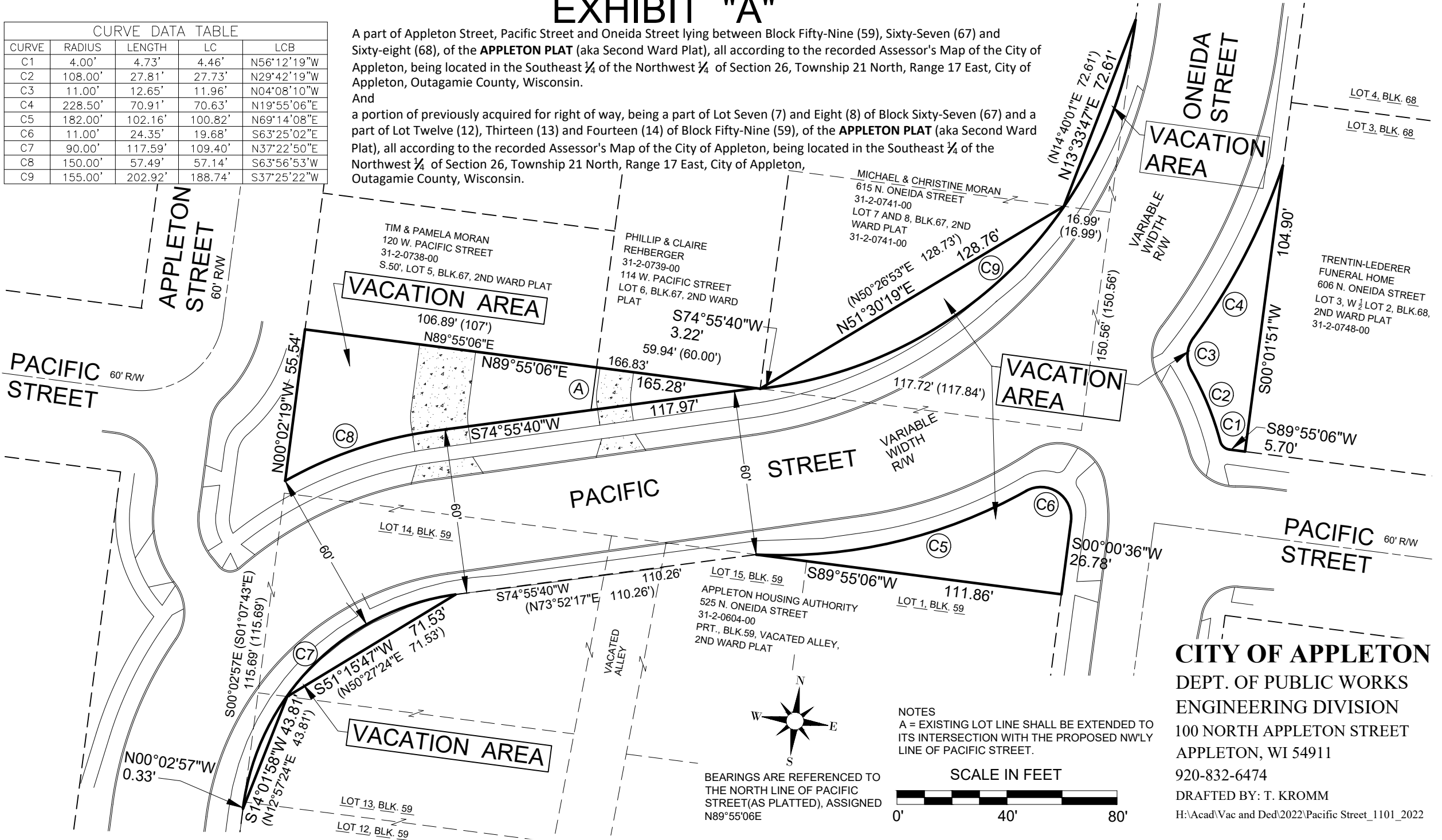
contain a provision that coverage afforded under the policies will not be canceled or non renewed until at least 30 days' prior written notice has been given to the City of Appleton.

EXHIBIT "A"

CURVE DATA TABLE				
CURVE	RADIUS	LENGTH	LC	LCB
C1	4.00'	4.73'	4.46'	N56°12'19"W
C2	108.00'	27.81'	27.73'	N29°42'19"W
C3	11.00'	12.65'	11.96'	N04°08'10"W
C4	228.50'	70.91'	70.63'	N19°55'06"E
C5	182.00'	102.16'	100.82'	N69°14'08"E
C6	11.00'	24.35'	19.68'	S63°25'02"E
C7	90.00'	117.59'	109.40'	N37°22'50"E
C8	150.00'	57.49'	57.14'	S63°56'53"W
C9	155.00'	202.92'	188.74'	S37°25'22"W

A part of Appleton Street, Pacific Street and Oneida Street lying between Block Fifty-Nine (59), Sixty-Seven (67) and Sixty-eight (68), of the **APPLETON PLAT** (aka Second Ward Plat), all according to the recorded Assessor's Map of the City of Appleton, being located in the Southeast ¼ of the Northwest ¼ of Section 26, Township 21 North, Range 17 East, City of Appleton, Outagamie County, Wisconsin.

And a portion of previously acquired for right of way, being a part of Lot Seven (7) and Eight (8) of Block Sixty-Seven (67) and a part of Lot Twelve (12), Thirteen (13) and Fourteen (14) of Block Fifty-Nine (59), of the **APPLETON PLAT** (aka Second Ward Plat), all according to the recorded Assessor's Map of the City of Appleton, being located in the Southeast ¼ of the Northwest ¼ of Section 26, Township 21 North, Range 17 East, City of Appleton, Outagamie County, Wisconsin.





CITY OF APPLETON
 DEPT. OF PUBLIC WORKS
 ENGINEERING DIVISION
 100 NORTH APPLETON STREET
 APPLETON, WI 54911


920-832-6474
 DRAFTED BY: T. KROMM
 H:\Acad\Vac and Ded\2022\Pacific Street_1101_2022

CITY OF APPLETON

FIRE DEPARTMENT

 700 N. Drew Street
Appleton, WI 54911

 (920) 832-5810

 (920) 832-5830

 jeremy.hansen@appleton.org

MEMORANDUM

November 30, 2022

To: Safety & Licensing Committee and Common Council
From: Jeremy Hansen, Fire Chief
Cc: Ryan Weyers, Deputy Fire Chief and Doug Vrechek, Battalion Chief of Resource Development
Re: Request to Approve Utility Terrain Vehicle (UTV) Quote

In September, the Appleton Fire Department received \$52,890 from the State of Wisconsin Health Services EMS Flex Grant. The purpose of the grant is to stabilize EMS providers and to ensure they can continue to respond to emergencies across Wisconsin following the impact of the COVID-19 pandemic.

The Appleton Fire Department identified the need for a Utility Terrain Vehicle (UTV) to respond to medical emergencies at events such as Oktoberfest, Mile of Music, Farmer's Markets, along with other locations where access is limited. (i.e. walking trails, retention ponds, parks, etc.)

The department sought quotes from three vendors and received the following responses:

Vendor	Description	Price
Ken's Sports Inc.	2023 Honda Pioneer 1000-6 Deluxe Crew	\$27,153
Team Motorsports	2023 Honda Pioneer 1000-6 Deluxe Crew	\$29,772
Miller Implement & Pro Motorsports	Non-Responsive Due to Delivery Timeframes	NA

Based on these responses, the Appleton Fire Department respectfully requests the approval of \$27,153 from Ken's Sports Inc. for the purchase of a 2023 Honda Pioneer 1000-6 Deluxe Crew UTV.

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

Original Alcohol Beverage Retail License Application

(Submit to municipal clerk.)

For the license period beginning: July 1 22 ending: June 30, 2023
(mm dd yyyy) (mm dd yyyy)

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

County of Ou tagamie Aldermanic Dist. No. _____
 (if required by ordinance)

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

Applicant's Wisconsin Seller's Permit Number	
FEIN Number	
TYPE OF LICENSE REQUESTED	FEE
<input type="checkbox"/> Class A beer	\$
<input checked="" type="checkbox"/> Class B beer	\$ 100
<input checked="" type="checkbox"/> Class C wine	\$ 100
<input type="checkbox"/> Class A liquor	\$
<input type="checkbox"/> Class A liquor (cider only)	\$ N/A
<input type="checkbox"/> Class B liquor	\$
<input type="checkbox"/> Reserve Class B liquor	\$
<input type="checkbox"/> Class B (wine only) winery	\$
Publication fee	\$ 60
TOTAL FEE	\$ 260

Name (individual / partners give last name, first, middle; corporations / limited liability companies give registered name)
Oliver, Fay Victoria & The JERK Joint LLC

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

President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
<u>Oliver</u>	<u>FAY</u>	<u>Victoria</u>	<u>400 N Richmond St #332 Appleton, WI 54911</u>
Vice President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Secretary / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Treasurer / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Agent Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
<u>Oliver</u>	<u>FAY</u>	<u>Victoria</u>	<u>400 N Richmond St #332 54911</u>
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

1. Trade Name The JERK Joint LLC Business Phone Number 920 364-0473
 2. Address of Premises 1619 W College Ave #10 Post Office & Zip Code 54914

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

4. Legal description (omit if street address is given above): _____
 5. (a) Was this premises licensed for the sale of liquor or beer during the past license year? Yes No
 (b) If yes, under what name was license issued? _____

6. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? **If yes, explain** Yes No
Yes, the ~~training~~ training will be done on the 360 learning before license are issued
7. Is the applicant an employe or agent of, or acting on behalf of anyone except the named applicant? Yes No
If yes, explain.
8. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? **If yes, explain** Yes No
9. (a) **Corporate/limited liability company applicants only:** Insert state WI and date 8/19 of registration.
- (b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? **If yes, explain** Yes No
- (c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? **If yes, explain.** Yes No
10. Does the applicant understand they must register as a Retail Beverage Alcohol Dealer with the federal government, Alcohol and Tobacco Tax and Trade Bureau (TTB) by filing (TTB form 5630.5d) before beginning business? [phone 1-877-882-3277] Yes No
11. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776] Yes No
12. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? Yes No

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

Contact Person's Name (Last, First, M.I.) <u>Oliver, FAY V</u>	Title/Member <u>Owner</u>	Date <u>11/17/2022</u>
Signature <u>[Signature]</u>	Phone Number <u>[Redacted]</u>	Email Address <u>[Redacted]</u>

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <u>11-17-2022</u>	Date reported to council / board	Date provisional license issued	Signature of Clerk / Deputy Clerk
Date license granted	Date license issued	License number issued	



City of Appleton

Liquor License Questionnaire

1. Name of Applicant: FRAY Victoria Oliver

2. Name of Business: THE JERK JOINT

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

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

3. Address of Business: 1619 W College Ave D Appleton, WI 54914

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

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

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

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

<u>Oliver</u>	<u>V</u>	<u>FRAY</u>	
First name	M.I.	Last name	Date of Birth
			/ /
First name	M.I.	Last name	Date of Birth
			/ /
First name	M.I.	Last name	Date of Birth
			/ /
First name	M.I.	Last name	Date of Birth

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

Name: _____
 First name Middle Initial Last name

Address: _____
 City State ZIP

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

Name: The Jerk Joint 1619 W College Ave D

Appleton, WI

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

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

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

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

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

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

24 months ago.

10. Seating capacity: Inside ~~24~~ 24 Outside _____

11. Operating hours (Inside the building): 11Am-2:30pm - 4:00pm-8pm
Operating hours (Outdoor seating areas): _____

12. Employees/Staff
Number of floor personnel 2 Number of door checkers 0

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

- a. Gross floor building area of the premises to be licensed: 1,025 square feet.
- b. Gross outdoor seating areas of the premises to be licensed: 0 square feet.
- c. Below, identify the operational details of the proposed establishment:

The proposed establishment is for food and beverage consumption.

[Signature]
Signature

11/17/2022
Date

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

Submit to municipal clerk.

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

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

The undersigned duly authorized officer/member/manager of The Jerk Joint LLC
(Registered Name of Corporation / Organization or Limited Liability Company)

a corporation/organization or limited liability company making application for an alcohol beverage license for a premises known as The JERK JOINT
(Trade Name)

located at 1619 W College Ave Suite D Appleton, WI 54911

appoints Fay Victoria Oliver
(Name of Appointed Agent)

400 N Richmond St #332 Appleton WI 54911
(Home Address of Appointed Agent)

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

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

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

How long immediately prior to making this application has the applicant agent resided continuously in Wisconsin? 3 yrs

Place of residence last year 400 N Richmond St #332 Appleton, WI 54911

For: The JERK JOINT
(Name of Corporation / Organization / Limited Liability Company)

By: Fay Victoria Oliver / Fay
(Signature of Officer / Member / Manager)

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

ACCEPTANCE BY AGENT

I, Fay Victoria Oliver, hereby accept this appointment as agent for the
(Print / Type Agent's Name)

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

Fay 11/17/2022 Agent's age 33
(Signature of Agent) (Date)

400 N Richmond St #332 Appleton WI 54911 Date of birth 01/01/1989
(Home Address of Agent)

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

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

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

Original Alcohol Beverage Retail License Application

(Submit to municipal clerk.)

For the license period beginning: 07-01-2022 ending: 06-30-2023
(mm dd yyyy) (mm dd yyyy)

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

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

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

Applicant's Wisconsin Seller's Permit Number	
FEIN Number	
TYPE OF LICENSE REQUESTED	FEE
<input type="checkbox"/> Class A beer	\$
<input checked="" type="checkbox"/> Class B beer	\$ 100
<input type="checkbox"/> Class C wine	\$
<input type="checkbox"/> Class A liquor	\$
<input type="checkbox"/> Class A liquor (cider only)	\$ N/A
<input checked="" type="checkbox"/> Class B liquor	\$ 500
<input type="checkbox"/> Reserve Class B liquor	\$
<input type="checkbox"/> Class B (wine only) winery	\$
Publication fee	\$ 600
TOTAL FEE	\$

Name (individual / partners give last name, first, middle; corporations / limited liability companies give registered name)
KAUR MANDEEP / RICHMOND BAR AND GRILL LLC

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

President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
<u>KAUR</u>	<u>MANDEEP</u>	<u>✓</u>	<u>3709 S BOYD CT APPLETON WI 54915</u>
Vice President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Secretary / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Treasurer / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Agent Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
<u>DAUL</u>	<u>TIFFANI</u>	<u>NICOLE</u>	<u>FREEDOM, WI N3929 WASHINGTON AVE # 7 54130</u>
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

1. Trade Name RICHMOND BAR Business Phone Number 920-832-8550

2. Address of Premises 2611 N RICHMOND ST Post Office & Zip Code 54911

3. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.)
2611 N RICHMOND ST
1st Floor, Basement, Deck # 1-04, # 12-04, # 5-05
3,750 SQ. FT. ON First FLOOR -
80 x 13 OUTDOOR DECK -
12 x 12 COOLER IN BASEMENT and
STORAGE IN 12 x 20 LIQUOR
ROOM IN BASEMENT

4. Legal description (omit if street address is given above): 2611 N RICHMOND ST APPLETON WI 54911

5. (a) Was this premises licensed for the sale of liquor or beer during the past license year? Yes No
 (b) If yes, under what name was license issued? Chesters Pub LLC

6. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? **If yes, explain** Yes No

7. Is the applicant an employe or agent of, or acting on behalf of anyone except the named applicant? Yes No
If yes, explain.

8. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? **If yes, explain** Yes No

9. (a) **Corporate/limited liability company applicants only:** Insert state WI and date 10/14/22 of registration.

(b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? **If yes, explain** Yes No

(c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? **If yes, explain.** Yes No


Hold license for Boar's Nest LLC
Center Valley, WI LLC Black Creek WI

10. Does the applicant understand they must register as a Retail Beverage Alcohol Dealer with the federal government, Alcohol and Tobacco Tax and Trade Bureau (TTB) by filing (TTB form 5630.5d) before beginning business? [phone 1-877-882-3277] Yes No

11. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776] Yes No

12. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? Yes No

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

Contact Person's Name (Last, First, M.I.) KAUR MANDEEP	Title/Member OWNER	Date 11/8/22
Signature Mandeep Kaur	Phone Number 	Email Address

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk 11-28-22	Date reported to council / board	Date provisional license issued	Signature of Clerk / Deputy Clerk
Date license granted	Date license issued	License number issued	



City of Appleton

Liquor License Questionnaire

1. Name of Applicant: MANDEEP KAUR

2. Name of Business: RICHMOND BAR and Grill LLC
 (Check Applicable Box(s) to identify primary business activity)

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

3. Address of Business: 2611 N RICHMOND ST APPLETON WI 54911

4. Have you or any member of your organization ever been convicted of a misdemeanor or ordinance violation? Yes _____ No _____
 AND/OR been convicted of a felony? Yes _____ No _____
 If yes to either question, please explain in detail below:

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

<u>MANDEEP</u>		<u>KAUR</u>	<u> </u> / <u> </u> / <u> </u>
First name	M.I.	Last name	Date of Birth
First name	M.I.	Last name	Date of Birth
First name	M.I.	Last name	Date of Birth
First name	M.I.	Last name	Date of Birth

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

Name: Chester Krawitz
 First name Middle Initial Last name

Address: 3012 N ONEIDA APPLETON WI 54911
 City State ZIP

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

Name: Chester's Pub LLC

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

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

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

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

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

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

N/A months ago.

10. Seating capacity: Inside 160 Outside _____

11. Operating hours (Inside the building): M-T 2P-2A FRI-SUN 11-CL
Operating hours (Outdoor seating areas): same as indoor

12. Employees/Staff

Number of floor personnel 10 Number of door checkers 1

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

- a. Gross floor building area of the premises to be licensed: 3750 sq square feet.
b. Gross outdoor seating areas of the premises to be licensed: 1,040 sq square feet.
c. Below, identify the operational details of the proposed establishment:

BAR WITH HOT FOOD AND SNACKS

Mandeep Kaur
Signature

11/8/2022
Date

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

Submit to municipal clerk.

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

To the governing body of: Town
 Village of APPLETON County of OUTAGAMIE
 City

The undersigned duly authorized officer/member/manager of RICHMOND BAR and CIVIL LLC
(Registered Name of Corporation / Organization or Limited Liability Company)

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

located at 2611 N RICHMOND ST APPLETON WI 54911

appoints TIFFANI DAUL
(Name of Appointed Agent)

N3929 WASHINGTON AVE #7 FREEDOM, WI 54130
(Home Address of Appointed Agent)

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

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

Is applicant agent subject to completion of the responsible beverage server training course? Yes No
How long immediately prior to making this application has the applicant agent resided continuously in Wisconsin? 18 years

Place of residence last year 3709 S BOYD CT APPLETON WI 54952

For: RICHMOND BAR and CIVIL LLC
(Name of Corporation / Organization / Limited Liability Company)

By: Mandeep Kaur
(Signature of Officer / Member / Manager)

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

ACCEPTANCE BY AGENT

I, TIFFANI DAUL, hereby accept this appointment as agent for the
(Print / Type Agent's Name)

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

[Signature] 11/14/22 Agent's age 30
(Signature of Agent) (Date)

N3929 WASHINGTON AVE #7 FREEDOM, WI 54130 Date of birth 01/01/1992
(Home Address of Agent)

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

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

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

Application for Cigarette and Tobacco Products Retail License

MUNICIPAL USE ONLY

Submit to municipal clerk.

License Number
Period Covered
Date of Issuance

Applicant's Wisconsin 15-digit Sales Tax Account Number

← This must be issued in the same Legal Name of the licensee below.

Legal Name (corporation, limited liability company, partnership or sole proprietorship) <i>Richmond Bar and Grill LLC</i>			Federal Employer Identification No. (FEIN) 	
Trade or Business Name (if different than Legal Name)			Telephone Number <i>(920) 832-8550</i>	
Business Address (License Location) <i>3611 Richmond St</i>		Business Located In <input checked="" type="checkbox"/> City <input type="checkbox"/> Village <input type="checkbox"/> Town		Business Telephone ()
Municipality	State <i>WI</i>	Zip Code <i>54911</i>	of: <i>Appleton</i>	County <i>Outagamie</i>
Mailing Address (if different than Business Address)		Municipality	State <i>WI</i>	Zip Code <i>54911</i>

Organization (check one)

Sole Proprietor Wisconsin Corporation – Enter date incorporated: *10/14/22*
 Partnership Out-of-State Corporation – Are you registered to do business in Wisconsin? Yes No
 Other (describe)

- Yes No 1. Does the applicant understand that they must purchase cigarettes and tobacco products only from distributors, jobbers, or subjobbers, who hold a permit with the Wisconsin Department of Revenue?
- Yes No 2. Does the applicant understand that they must obtain a Tobacco Products Distributor permit if purchasing untaxed tobacco products from an out-of-state company? (Tobacco Products Distributor permit is available from the Wisconsin Department of Revenue at 608-266-6701. See application form CTP-129, revenue.wi.gov/dor/forms/ctp-129.pdf.)
- Yes No 3. Does the applicant understand that they cannot purchase/exchange cigarettes or tobacco products from another retailer, including transferring existing stock to a new owner?
- Yes No 4. Does the applicant understand that they must provide employees with tobacco sales training approved by the Wisconsin Department of Health Services? (<https://witobaccocheck.org>)
- Yes No 5. Does the applicant understand that they may not sell, give or otherwise provide cigarettes/tobacco products and nicotine products to minors (including electronic cigarettes containing nicotine)?
- Yes No 6. Does the applicant understand that they may not sell single cigarettes?
- Yes No 7. Does the applicant understand that cigarette and tobacco products invoices must be kept on the licensed premises for two years from the date of the invoice and be available for inspection by the Wisconsin Department of Revenue/law enforcement and that failure to comply can result in criminal penalties, including loss of cigarettes/tobacco products?
- Yes No 8. Does the applicant understand that only cigarettes and roll-your-own (RYO) tobacco products listed on the Wisconsin Department of Justice's website labeled "Directory of Certified Tobacco Manufacturers and Brands" at www.doj.state.wi.us/dls/tobacco-directory may be sold in Wisconsin?

Cigarettes / Tobacco will be sold over counter through vending machine both

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

Mandeep Kaur
 (Officer of Corporation / Member / Manager of Limited Liability Company / Partner / Individual)

Applicable Laws and Rules

This document provides statements or interpretations of the following laws and regulations in effect as of September 19, 2019: Sections 134.65, 134.66, 139.321, 139.79, 139.76, 995.10, and 995.12, Wis. Stats.

Original Alcohol Beverage Retail License Application

(Submit to municipal clerk.)

For the license period beginning: 7/1/2022 ending: 6/30/2023
(mm dd yyyy) (mm dd/yyyy)

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

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

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

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

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

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

President / Member Last Name <u>Singh</u>	(First) <u>SATBIR</u>	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code) <u>W628 Blwing st dr Appleton WI 54915</u>
Vice President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Secretary / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Treasurer / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Agent Last Name <u>SINGH</u>	(First) <u>SATBIR</u>	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

1. Trade Name: Badger MOBILE Business Phone Number 219 256 6577

2. Address of Premises 1201 N Badger Ave Appleton WI Post Office & Zip Code 54914

3. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.)
1201 NORTH BADGER Avenue
1,000 SQ. FT. Retail store with walk IN cooler

4. Legal description (omit if street address is given above): 1201 N Badger Ave Appleton WI 54914

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

(b) If yes, under what name was license issued? KAHYA GAS INC

6. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? **If yes, explain** Yes No
Today I take course online (11-30-22)
7. Is the applicant an employe or agent of, or acting on behalf of anyone except the named applicant? Yes No
If yes, explain.
8. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? **If yes, explain** Yes No
9. (a) **Corporate/limited liability company applicants only:** Insert state WI and date 11/1/2022 of registration.
- (b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? **If yes, explain** Yes No
- (c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? **If yes, explain.** Yes No
10. Does the applicant understand they must register as a Retail Beverage Alcohol Dealer with the federal government, Alcohol and Tobacco Tax and Trade Bureau (TTB) by filing (TTB form 5630.5d) before beginning business? [phone 1-877-882-3277] Yes No
11. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776] Yes No
12. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? Yes No

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

Contact Person's Name (Last, First, M.I.) SINGH SATBIR	Title/Member owner	Date 11/30/2022
Signature Satbir Singh	Phone Number [REDACTED]	Email Address [REDACTED]

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk 11/30/22	Date reported to council / board	Date provisional license issued	Signature of Clerk / Deputy Clerk
Date license granted	Date license issued	License number issued	



City of Appleton

Liquor License Questionnaire

1. Name of Applicant: SATBIR SINGH

2. Name of Business: SK GAS MART LLC

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

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

3. Address of Business: 1201 N Badger Ave Appleton WI 54914

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

AND/OR been convicted of a felony? Yes _____ No ✓

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

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

<u>SATBIR</u>		<u>SINGH</u>	<u> </u>
First name	M.I.	Last name	Date of Birth
			/ /
			/ /
			/ /
			/ /

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

Name: JAYANT G PATEL

First name Middle Initial Last name

Address: 1201 N BADGER AVE APPLETON WI 54914

City State ZIP

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

Name: KANYA GAS INC

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

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

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

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

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

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

0 months ago.

10. Seating capacity: Inside NO Outside NO

11. Operating hours (Inside the building): 6 AM to 12 PM
Operating hours (Outdoor seating areas): _____

12. Employees/Staff

Number of floor personnel 2-3 Number of door checkers 0

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

- a. Gross floor building area of the premises to be licensed: 1000 square feet.
- b. Gross outdoor seating areas of the premises to be licensed: square feet.
- c. Below, identify the operational details of the proposed establishment:

Gas station with liquor Beer Milk
Snacks Soda Coffee

Sabbir Singh
Signature

11/30/2022
Date

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

Submit to municipal clerk.

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

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

The undersigned duly authorized officer/member/manager of SK GAS MART LLC
(Registered Name of Corporation / Organization or Limited Liability Company)

a corporation/organization or limited liability company making application for an alcohol beverage license for a premises known as SK GAS MART LLC Badger MOBIL
(Trade Name)

located at 1201 N Badger Ave Appleton WI 54914

appoints SATBIR SINGH
(Name of Appointed Agent)

W 6028 Blaring Star Dr Appleton WI 54915
(Home Address of Appointed Agent)

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

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

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

How long immediately prior to making this application has the applicant agent resided continuously in Wisconsin? 6 years

Place of residence last year W 6028 Blaring Star Dr Appleton WI 54915

For: SK GAS MART LLC
(Name of Corporation / Organization / Limited Liability Company)

By: Satbir Singh
(Signature of Officer / Member / Manager)

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

ACCEPTANCE BY AGENT

I, SATBIR SINGH, hereby accept this appointment as agent for the
(Print / Type Agent's Name)

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

Satbir Singh 11/30/2022 Agent's age
(Signature of Agent) (Date)

W 6028 Blaring Star Dr Appleton WI 54915 Date of birth
(Home Address of Agent)

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

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

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

Original Alcohol Beverage Retail License Application

(Submit to municipal clerk.)

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

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

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

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

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

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

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

President / Member Last Name <u>Lamichhane</u>	(First) <u>Yam</u>	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code) <u>1000 Kernan Ave Menasha WI 54952</u>
Vice President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Secretary / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Treasurer / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Agent Last Name <u>Lamichhane</u>	(First) <u>Yam</u>	(Middle Name) <u>M.</u>	Home Address (Street, City or Post Office, & Zip Code) <u>1000 Kernan Ave Menasha WI 54952</u>
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

1. Trade Name Wisconsin Ave Marathon Business Phone Number 920 733 3652

2. Address of Premises 1920 E Wisconsin Ave Appleton Post Office & Zip Code 54911

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

Building located in 1920 E Wisconsin Ave Appleton
About 1700 Sq feet Area.
convenience store with walk in cooler
and display Area.

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

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

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

6. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? **If yes, explain** Yes No
Current Agent on Class A Beer license.
7. Is the applicant an employe or agent of, or acting on behalf of anyone except the named applicant? Yes No
If yes, explain.
8. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? **If yes, explain** Yes No
9. (a) **Corporate/limited liability company applicants only:** Insert state ~~WI~~ WI and date 2016 of registration.
- (b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? **If yes, explain** Yes No
- (c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? **If yes, explain.** Yes No
City of Marion, WI 54950
10. Does the applicant understand they must register as a Retail Beverage Alcohol Dealer with the federal government, Alcohol and Tobacco Tax and Trade Bureau (TTB) by filing (TTB form 5630.5d) before beginning business? [phone 1-877-882-3277] Yes No
11. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776] Yes No
12. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? Yes No

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

Contact Person's Name (Last, First, M.I.) <i>Lamichhane Yam N</i>	Title/Member <i>owner</i>	Date <i>11/30/22</i>
Signature <i>[Handwritten Signature]</i>	Phone Number ●●●●●●●●	Email Address ●●●●●●●●●●●●●●

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk 11-30-2022	Date reported to council / board	Date provisional license issued	Signature of Clerk / Deputy Clerk
Date license granted	Date license issued	License number issued	

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

Name: Sayash LLC

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

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

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

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

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

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

0 months ago.

10. Seating capacity: Inside 15 Outside N/A

11. Operating hours (Inside the building): 6 AM to 10 PM
Operating hours (Outdoor seating areas): N/A

12. Employees/Staff

Number of floor personnel 7 Number of door checkers 0

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

- a. Gross floor building area of the premises to be licensed: 1200 square feet.
- b. Gross outdoor seating areas of the premises to be licensed: N/A square feet.
- c. Below, identify the operational details of the proposed establishment:

gas station c-store with alcohol sales.

Najim Asw
Signature

11/30/22
Date

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

Submit to municipal clerk.

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

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

The undersigned duly authorized officer/member/manager of Sayash LLC
(Registered Name of Corporation / Organization or Limited Liability Company)

a corporation/organization or limited liability company making application for an alcohol beverage license for a premises known as Wisconsin Ave Marathon
(Trade Name)

located at 1920 E Wisconsin Ave Appleton, WI 54911

appoints Yam Lamichhane
(Name of Appointed Agent)
1000 Kernan Ave Menasha WI 54952
(Home Address of Appointed Agent)

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

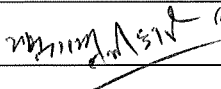
Yes No If so, indicate the corporate name(s)/limited liability company(ies) and municipality(ies).

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

How long immediately prior to making this application has the applicant agent resided continuously in Wisconsin? 14 years

Place of residence last year 1000 Kernan Ave Menasha WI 54952

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

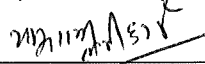
By: 
(Signature of Officer / Member / Manager)

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

ACCEPTANCE BY AGENT

I, Yam Lamichhane, hereby accept this appointment as agent for the
(Print / Type Agent's Name)

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

 11/30/22
(Signature of Agent) (Date)

Agent's age ●●

1000 Kernan Ave Menasha WI 54952
(Home Address of Agent)

Date of birth ●/●/●●

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

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

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

Secondhand Jewelry Dealers

COMPANY	AGENT/CONTACT	ADDRESS
Avenue Jewelers	Jason A Druxman	303 E College Ave
Expert Jewelry Repair	Randy Kester	636 W College Ave
Kay Jewelers	Dalton Booker	3845 E Calumet St Ste B
Krieger Jewelers	Jamie Boyce	934 W Northland Ave
Tennies Jewelry	Rebecca Juedes	208 E College Ave

Secondhand Article Dealers

Active Bike & Fitness	Mark Fluette	1131 N Badger Ave
Beatnik Bettys Resale Butik	Monika Austin	214 E College Ave
ecoATM	Sean E Flaherty	2700 N Ballard Rd
ecoATM	Sean E Flaherty	511 W Calumet St
ecoATM	Sean E Flaherty	3701 E Calumet St
Game Stop #5520	Diana Soadeh-Jajeh	3825 E Calumet St Suite 500
Heid Music	Todd Heid	308 E College Ave
Replay Toys	Chris Freimuth	127 E Wisconsin Ave
Richmond Resale	Dean VandenHoy	204 N Richmond St
Side Quest Gaming	John Steudel	609A W. College Ave
T&S Sports-Play It Again Sports	Michael Milloy	611 W Northland Ave
The Attique Resale	James Boylan	415 N Oneida St
The Exclusive Company	Mark Hillstrom	770 W Northland Ave
The Statement Piece	Lena-Sara Gustman	745 W College Ave
Tiffani's Bridal	Tiffani Ebben	1314 W College Ave #6
Warehouse Office Products	Jeff Lemery	1825 N Richmond St

Pawnbroker

JGB LLC d/b/a Mister Money	Gregory Baer	1933B N Richmond St
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Schedule for Appointment of Agent by Corporation / Nonprofit Organization or Limited Liability Company

Submit to municipal clerk.

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

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

The undersigned duly authorized officer/member/manager of Ultimate Mart, LLC
(Registered Name of Corporation / Organization or Limited Liability Company)

a corporation/organization or limited liability company making application for an alcohol beverage license for a premises known as Pick 'n Save #123
(Trade Name)

located at 2700 N Ballard Rd Appleton, WI 54911

appoints Sara Hopkins
(Name of Appointed Agent)

801 S. Commercial St Neenah WI 54956
(Home Address of Appointed Agent)

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

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

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

How long immediately prior to making this application has the applicant agent resided continuously in Wisconsin? 38 years

Place of residence last year 801 S. Commercial St Neenah WI 54956

For: Ultimate Mart, LLC
(Name of Corporation / Organization / Limited Liability Company)

By: [Signature]
(Signature of Officer / Member / Manager)

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

ACCEPTANCE BY AGENT

I, Sara Hopkins, hereby accept this appointment as agent for the
(Print / Type Agent's Name)

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

[Signature] 11-26-2022 Agent's age 22
(Signature of Agent) (Date)

801 S. Commercial St Neenah WI 54956 Date of birth [Redacted]
(Home Address of Agent)

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

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

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

Auxiliary Questionnaire Alcohol Beverage License Application

Submit to municipal clerk.

Individual's Full Name (please print) (last name)		(first name)		(middle name)	
Hopkins		Sara			
Home Address (street/route)	Post Office	City	State	Zip Code	
801 S. Commercial St		Neenan	WI	54986	
Home Phone Number	Age	Date of Birth	Place of Birth		
██████████	██████	██████████	Neenan, WI		

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

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

which is making application for an alcohol beverage license.

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

- How long have you continuously resided in Wisconsin prior to this date? 38 years
- Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality? Yes No
 If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)
- Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality? Yes No
 If yes, describe status of charges pending.
- Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit? Yes No
 If yes, identify. (Name, Location and Type of License/Permit)
- Do you hold and/or are you an officer, director, stockholder, agent or employe of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin? Yes No
 If yes, identify. (Name of Wholesale Licensee or Permittee) (Address By City and County)

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

Employer's Name	Employer's Address	Employed From	To
Roundys Supermarkets	875 E Wisconsin Ave MKE WI	01-08-2018	Present
Home Depot		02-23-2012	08-03-2017

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

Sara Hopkins
(Signature of Named Individual)



REPORT TO CITY PLAN COMMISSION

Municipal Services Committee Meeting Date: December 12, 2022

Plan Commission Informal Public Hearing Date: December 14, 2022

Common Council Meeting Date – Initial Resolution: December 21, 2022

Common Council Meeting Date – Public Hearing (40-day waiting period): February 1, 2023

Item: Street discontinuance to vacate portions of Appleton Street, Pacific Street, and Oneida Street

Case Manager: David Kress, Principal Planner

GENERAL INFORMATION

Owner/Applicant: City of Appleton / Tom Kromm, Department of Public Works

Location: Portions of Appleton Street, Pacific Street, and Oneida Street, generally located north of Packard Street and south of Atlantic Street

Owner/Applicant's Request: The applicant is requesting a street discontinuance to vacate portions of Appleton Street, Pacific Street, and Oneida Street right-of-way.

BACKGROUND

In summer 2022, the configuration of intersections changed near the “S-curve” between Appleton Street and Oneida Street. These changes occurred as part of the broader Appleton Street reconstruction project. Through this project, the street and sidewalk alignment were adjusted. As a result, the areas proposed for vacation are no longer needed for public right-of-way.

Per Section 23-39 of the Municipal Code, zoning district boundaries indicated as approximately following the centerlines of streets shall be construed to follow such centerlines. In this case, the centerlines would change due to the proposed street vacation. Therefore, it is proposed that existing zoning district boundaries located in the public right-of-way will be amended accordingly, as illustrated on the attached Exhibit “B” map.

STAFF ANALYSIS

Title to Vacated Street: When vacated, the land reverts to its original source, which in this case includes the parcels located adjacent to the proposed vacation areas. Consequently, title to the portions of street being vacated would belong to the adjoining property owners. The owner of parcel #31-2-0748-00 would acquire a vacated part of Oneida Street right-of-way totaling approximately 1,361 square feet. The owner of parcel #31-2-0604-00 would acquire vacated parts of Pacific Street and Appleton Street right-of-way totaling approximately 2,277 square feet. The owner of parcel #31-2-0738-00 would acquire a vacated part of Pacific Street and Appleton Street right-of-way totaling approximately 3,386 square feet. The

Street Vacation – Appleton Street, Pacific Street, and Oneida Street

December 14, 2022

Page 2

owner of parcel #31-2-0739-00 would acquire a vacated part of Pacific Street and Appleton Street right-of-way totaling approximately 457 square feet. The owner of parcel #31-2-0741-00 would acquire a vacated part of Pacific Street and Oneida Street right-of-way totaling approximately 1,433 square feet. Combined, the proposed street vacation areas total approximately 8,914 square feet.

Existing Public Utilities: The City will retain an easement for all existing utilities and any future utilities deemed necessary within the entire length and width of the vacated right-of-way.

Street Right-of-Way Width: As shown on the attached map, the proposal maintains a width of approximately 60 feet for the remaining public right-of-way.

Street Classification: The City's Arterial/Collector Plan Map identifies these portions of Appleton Street, Pacific Street, and Oneida Street as collector streets.

Surrounding Zoning and Land Uses: The surrounding area is under the jurisdiction of the City of Appleton (north, south, east, and west). The uses are generally residential and commercial in nature.

North: R-1C Central City Residential District. The adjacent land uses to the north are currently single-family residential.

South: PD/R-3 Planned Development Multi-Family District. The adjacent land uses to the south are currently multi-family residential.

East: C-2 General Commercial District. The adjacent land uses to the east are currently a mix of commercial uses.

West: R-1C Central City Residential District and R-2 Two-Family District. The adjacent land uses to the west are currently a mix of single-family and two-family residential.

Comprehensive Plan 2010-2030: The City of Appleton *Comprehensive Plan 2010-2030* Future Land Use Map identifies this area with future One and Two-Family Residential, Multi-Family Residential, and Mixed Use designations. The proposed street vacation is consistent with the following excerpts from the *Comprehensive Plan 2010-2030*.

OBJECTIVE 6.8 Transportation:

Implement transportation improvements which also support the City's desired land use, housing and neighborhood goals, objectives, and policies.

Policy 6.8.3 Design neighborhood streets that will serve local transportation needs, enhance safety and livability, and improve neighborhood quality.

Technical Review Group (TRG) Report: This item appeared on the November 22, 2022 TRG agenda. No negative comments were received from participating departments.

Street Vacation – Appleton Street, Pacific Street, and Oneida Street

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RECOMMENDATION

Staff recommends the discontinuance of portions of Appleton Street, Pacific Street, and Oneida Street public right-of-way, as shown on the attached map and legal description, pending approval by the Municipal Services Committee, and the adoption of the Initial Resolution, **BE APPROVED** subject to the following condition:

1. The existing zoning district boundaries, currently located in the public right-of-way, shall be amended to align with the changes in street centerlines. The necessary zoning changes are described below and illustrated on the attached Exhibit “B” map. The public right-of-way at the intersection of Appleton Street and Pacific Street, from PD/R-3 Planned Development Multi-Family District to R-1C Central City Residential District. The public right-of-way at the intersection of Oneida Street and Pacific Street, from R-1C Central City Residential District to PD/R-3 Planned Development Multi-Family District. The public right-of-way at the intersection of Oneida Street and Pacific Street, from R-1C Central City Residential District to C-2 General Commercial District.

INITIAL RESOLUTION

WHEREAS, the public interest requires that portions of Appleton Street, Pacific Street, and Oneida Street, that have not previously been vacated, be vacated and discontinued,

BE IT RESOLVED, that the Common Council of the City of Appleton, Wisconsin, hereby determines that the public interest requires that portions of Appleton Street, Pacific Street, and Oneida Street, City of Appleton, Outagamie County, Wisconsin, as hereinafter described, is hereby vacated and discontinued pursuant to §66.1003 of the Wisconsin Statutes.

LEGAL DESCRIPTION

A part of Oneida Street abutting the West side of Block Sixty-Eight (68) of the APPLETON PLAT (aka Second Ward Plat), all according to the recorded Assessor's Map of the City of Appleton, being located in the Southeast Quarter (SE ¼) of the Northwest Quarter (NW ¼), Section 26, Township 21 North, Range 17 East, City of Appleton, Outagamie County, Wisconsin, containing 1,361 square feet of land and being further described by:

Commencing at the Northeast corner of Pacific Street and Oneida Street, said point also being the Southwest corner of Block 68 of the APPLETON PLAT (aka Second Ward Plat) and being the point of beginning;

Thence South 89°55'06" West 5.70 feet along the Westerly extension of the North line of Pacific Street;

Thence Northwesterly 4.73 feet along the arc of a curve to the right having a radius of 4.00 feet and the chord of which bears North 56°12'19" West 4.46 feet;

Thence Northwesterly 27.81 feet along the arc of a curve to the left having a radius of 108.00 feet and the chord of which bears North 29°42'19" West 27.73 feet;

Thence Northerly 12.65 feet along the arc of a curve to the right having a radius of 11.00 feet and the chord of which bears North 04°08'10" West 11.96 feet;

Thence Northerly 70.91 feet along the arc of a curve to the left having a radius of 228.50 feet and the chord of which bears North 19°55'06" East 70.63 feet to the East line of Oneida Street;

Thence South 00°01'51" West 104.90 feet along the East line of Oneida Street and being coincident with the West line of said Block 68 to the point of beginning.

AND

A part of Pacific Street abutting the North side of Block Fifty-Nine (59) of the APPLETON PLAT (aka Second Ward Plat), all according to the recorded Assessor's Map of the City of Appleton, being located in the Southeast Quarter

(SE ¼) of the Northwest Quarter (NW ¼), Section 26, Township 21 North, Range 17 East, City of Appleton, Outagamie County, Wisconsin, containing 1,832 square feet of land and being further described by:

Commencing at the Southwest corner of Pacific Street and Oneida Street, said point also being the Northeast corner of Block 59 of the APPLETON PLAT (aka Second Ward Plat) and being the point of beginning;

Thence South 89°55'06" West 111.86 feet along the South line of Pacific Street and being coincident with the North line of said Block 59;

Thence Easterly 102.16 feet along the arc of a curve to the left having a radius of 182.00 feet and the chord of which bears North 69°14'08" East 100.82 feet;

Thence Southeasterly 24.35 feet along the arc of a curve to the right having a radius of 11.00 feet and the chord of which bears South 63°25'02" East 19.68 feet to the Northerly extension of the West line of Oneida Street;

Thence South 00°00'36" West 26.78 feet coincident with the Northerly extension of the West line of Oneida Street to the point of beginning.

AND

A part of Pacific Street and Appleton Street, also being formerly known as a part of Lot Twelve (12), Thirteen (13) and Fourteen (14) of Block Fifty-Nine (59) of the APPLETON PLAT (aka Second Ward Plat), all according to the recorded Assessor's Map of the City of Appleton, being located in the Southeast Quarter (SE ¼) of the Northwest Quarter (NW ¼), Section 26, Township 21 North, Range 17 East, City of Appleton, Outagamie County, Wisconsin, containing 445 square feet of land and being further described by:

Commencing at the Northwest corner of Block 59 of the APPLETON PLAT (aka Second Ward Plat);

Thence South 00°02'57" East 115.69 feet coincident with the West line of said Block 59 to the point of beginning;

Thence North 00°02'57" West 0.33 feet coincident with the West line of said Block 59;

Thence Northeasterly 117.59 feet along the arc of a curve to the right having a radius of 90.00 feet and the chord of which bears North 37°22'50" East 109.40 feet to the existing Southeasterly line of Pacific Street per A.O.D. Document No.778217;

Thence South 51°15'47" West 71.53 feet (recorded as North 50°27'24" East 71.53 feet) coincident with Southeast line of Pacific Street per A.O.D. Document No.778217;

Thence South 14°01'58" West 43.81 feet (recorded as North 12°57'24" East 43.81 feet) coincident with Southeast line of Pacific Street and the East line of Appleton Street per A.O.D. Document No.779003 to the West line of Block 59 and the point of beginning.

AND

A part of Pacific Street and Appleton Street abutting the South side of Block Sixty-Seven (67) of the APPLETON PLAT (aka Second Ward Plat), all according to the recorded Assessor's Map of the City of Appleton, being located in the Southeast Quarter (SE ¼) of the Northwest Quarter (NW ¼), Section 26, Township 21 North, Range 17 East, City of Appleton, Outagamie County,

Wisconsin, containing 3,843 square feet of land and being further described by:
Commencing at the Northeast corner of Pacific Street and Appleton Street, said point also being the Southwest corner of Block 67 of the APPLETON PLAT (aka Second Ward Plat) and being the point of beginning;
Thence North 89°55'06" East 165.28 feet along the North line of Pacific Street and being coincident with the South line of said Block 67;
Thence South 74°55'40" West 117.97 feet;
Thence Southwesterly 57.49 feet along the arc of a curve to the left having a radius of 150.00 feet and the chord of which bears South 63°56'53" West 57.14 feet to the Southerly extension of the West line of Block 67;
Thence North 00°02'19" West 55.54 feet coincident with the Southerly extension of the West line of Block 67 to the point of beginning.

AND

A part of Pacific Street and Oneida Street also being formerly known as a part of Lot Seven (7) and Lot Eight (8) of Block Sixty-Seven (67) of the APPLETON PLAT (aka Second Ward Plat), all according to the recorded Assessor's Map of the City of Appleton, being located in the Southeast Quarter (SE ¼) of the Northwest Quarter (NW ¼), Section 26, Township 21 North, Range 17 East, City of Appleton, Outagamie County, Wisconsin, containing 1,433 square feet of land and being further described by:

Commencing at the Northeast corner of Pacific Street and Appleton Street, said point also being the Southwest corner of Block 67 of the APPLETON PLAT (aka Second Ward Plat);

Thence North 89°55'06" East 166.83 feet along the North line of Pacific Street and being coincident with the South line of said Block 67 to the Southwest corner of Lot 7 of said Block 67 and being the point of beginning;

Thence North 51°30'19" East 128.76 feet (recorded as North 50°26'53" East 128.73 feet) to a point on the North line of said Lot 7 being 16.99 feet West of the Northeast corner thereof;

Thence North 13°33'47" East 72.61 feet (recorded as North 14°40'01" East 72.61 feet) to a point on the West line of Oneida Street (as platted) said point being 150.56 feet (recorded as 150.56 feet) North of the Southeast corner of said Block 67;

Thence Southwesterly 202.92 feet along the arc of a curve to the right having a radius of 155.00 feet and the chord of which bears South 37°25'22" West 188.74 feet;

Thence South 74°55'40" West 3.22 feet to the point of beginning.

See also attached Exhibit "A" for illustration.

EASEMENTS

The City of Appleton their heirs, successors and or assigns (Grantee) hereby retain an easement for any and all existing utilities and also any future utilities deemed necessary or desirable by Grantee within the vacated right of way, including but not limited to, storm sewer, drainage, sanitary sewer, watermain, gas, electric, cable and fiber- optic within the entire length and width of the afore described right of way

areas.

It is further agreed that this easement shall be a permanent easement. It is further agreed that Grantee shall have the right to install, regrade, replace, relocate, operate, maintain, resize, and repair any and all of these utilities and their associated appurtenances. It is further agreed that after installing, regrading, replacing, relocating, operating, maintaining, resizing, or repairing of these utilities and their associated appurtenances Grantee shall restore unimproved surfaces such as grass, gravel, and dirt on said property, as closely as possible, to the condition previously existing. Grantee shall not be required to restore or compensate for any improvements or improved surfaces such as, but not limited to, curb and gutter, hard pavements, trees, shrubs, and landscaping, disturbed as a result of the maintenance activities described herein. Buildings or any other type of permanent structure shall not be placed over Grantees' facilities or in, upon or over said easement area. This easement includes the right to operate any and all equipment deemed necessary by Grantee to perform said activities. Grantee agrees that it shall give timely notice to the Grantor of routine maintenance work.

OWNERSHIP DISTRIBUTION OF THE VACATED STREET AREA

It is the intent of the City of Appleton that the existing common lot line between Lot 5 and 6 of said Block 67 be extended in a Southerly direction to its intersection with the proposed Northwesterly line of Pacific Street. The remaining areas of vacated street right of way are intended to accrue to the sole abutting landowner.

ZONING DISTRICT BOUNDARIES

Per Section 23-39 of the Municipal Code, zoning district boundaries indicated as approximately following the centerlines of streets shall be construed to follow such centerlines. In this case, the centerlines will change due to the proposed street vacation. Therefore, it is the intent of the City of Appleton that existing zoning district boundaries located in the public right-of-way will be amended accordingly.

The public right-of-way at the intersection of Appleton Street and Pacific Street, from PD/R-3 Planned Development Multi-Family District to R-1C Central City Residential District.

The public right-of-way at the intersection of Oneida Street and Pacific Street, from R-1C Central City Residential District to PD/R-3 Planned Development Multi-Family District.

The public right-of-way at the intersection of Oneida Street and Pacific Street, from R-1C Central City Residential District to C-2 General Commercial District.

See also attached Exhibit "B" for illustration.

COMMON DESCRIPTION:

Portions of Appleton Street, Pacific Street, and Oneida Street, generally located north of Packard Street and south of Atlantic Street

FURTHER RESOLVED, that the City Clerk of the City of Appleton be authorized and directed to give notice required by §66.1003 of the Wisconsin Statutes.

FURTHER RESOLVED, that according to §66.1005 of the Wisconsin Statutes, upon vacation and discontinuance of said parts of Appleton Street, Pacific Street, and Oneida Street, title to the above-described streets shall belong to the adjoining property owners and shall acquire an ownership interest in the entire area being vacated as shown on the attached Exhibit Map.

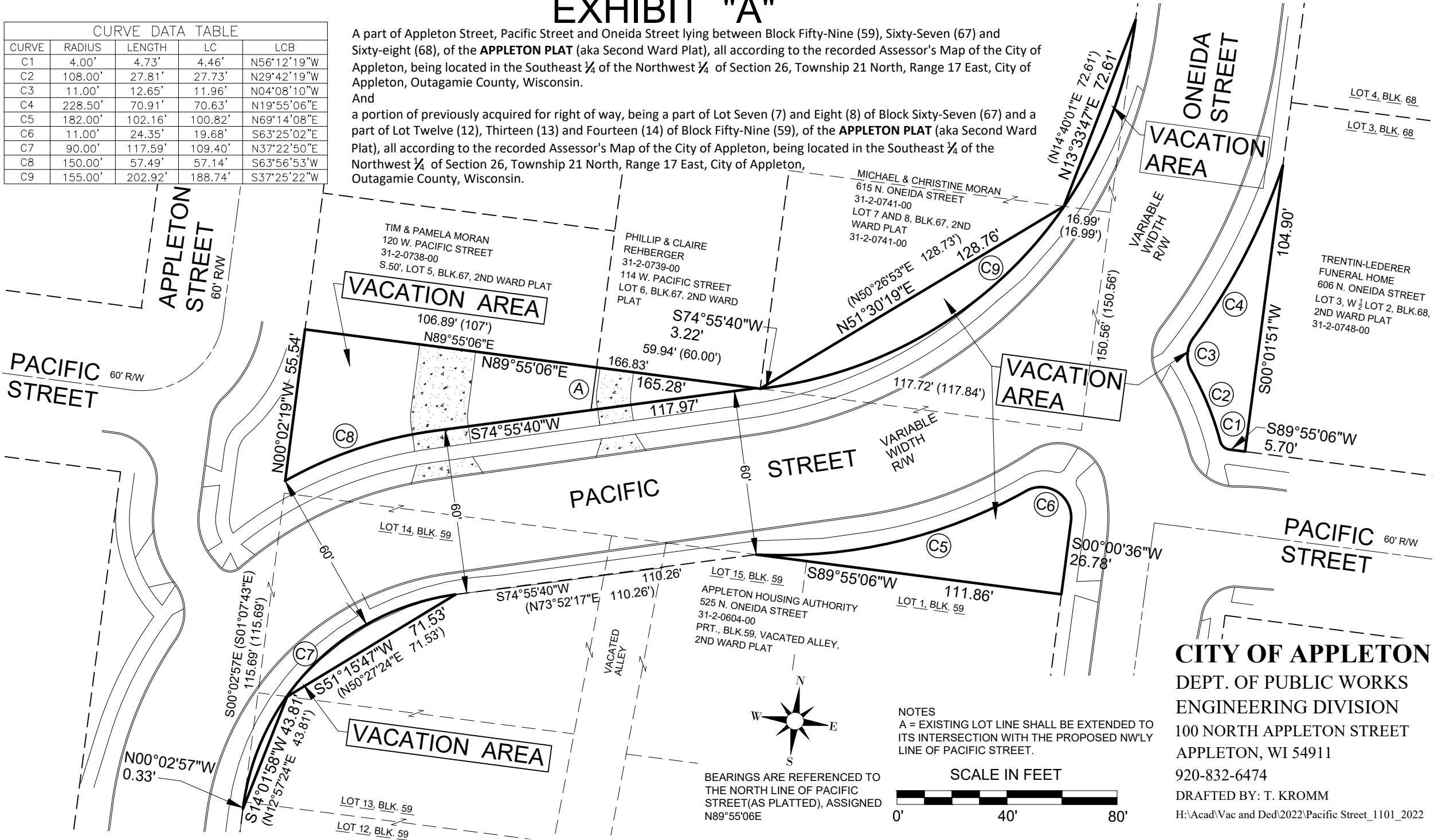
Date: _____

EXHIBIT "A"

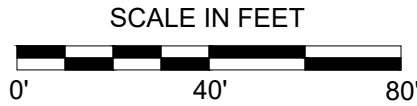
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CURVE	RADIUS	LENGTH	LC	LCB
C1	4.00'	4.73'	4.46'	N56°12'19"W
C2	108.00'	27.81'	27.73'	N29°42'19"W
C3	11.00'	12.65'	11.96'	N04°08'10"W
C4	228.50'	70.91'	70.63'	N19°55'06"E
C5	182.00'	102.16'	100.82'	N69°14'08"E
C6	11.00'	24.35'	19.68'	S63°25'02"E
C7	90.00'	117.59'	109.40'	N37°22'50"E
C8	150.00'	57.49'	57.14'	S63°56'53"W
C9	155.00'	202.92'	188.74'	S37°25'22"W

A part of Appleton Street, Pacific Street and Oneida Street lying between Block Fifty-Nine (59), Sixty-Seven (67) and Sixty-eight (68), of the **APPLETON PLAT** (aka Second Ward Plat), all according to the recorded Assessor's Map of the City of Appleton, being located in the Southeast ¼ of the Northwest ¼ of Section 26, Township 21 North, Range 17 East, City of Appleton, Outagamie County, Wisconsin.

And a portion of previously acquired for right of way, being a part of Lot Seven (7) and Eight (8) of Block Sixty-Seven (67) and a part of Lot Twelve (12), Thirteen (13) and Fourteen (14) of Block Fifty-Nine (59), of the **APPLETON PLAT** (aka Second Ward Plat), all according to the recorded Assessor's Map of the City of Appleton, being located in the Southeast ¼ of the Northwest ¼ of Section 26, Township 21 North, Range 17 East, City of Appleton, Outagamie County, Wisconsin.



NOTES
 A = EXISTING LOT LINE SHALL BE EXTENDED TO ITS INTERSECTION WITH THE PROPOSED NWLY LINE OF PACIFIC STREET.



CITY OF APPLETON
 DEPT. OF PUBLIC WORKS
 ENGINEERING DIVISION
 100 NORTH APPLETON STREET
 APPLETON, WI 54911
 920-832-6474
 DRAFTED BY: T. KROMM
 H:\Acad\Vac and Ded\2022\Pacific Street_1101_2022



REPORT TO CITY PLAN COMMISSION

Plan Commission Meeting Date: December 14, 2022

Common Council Meeting Date: December 21, 2022

Item: Certified Survey Map #30-22

Case Manager: Jessica Titel, Principal Planner

GENERAL INFORMATION

Owner: Lawrence University c/o Joseph King

Applicant: Rettler Corporation c/o Andrew Cofran

Address/Parcel: 1201 Banta Court & 1100 E. South River Street (Tax Id #'s 31-4-0279-00, 31-4-0279-01, 31-4-0805-00, 31-4-0819-00, 31-4-0820-00, 31-4-0823-00 & 31-4-0823-01)

Petitioner's Request: The applicant is requesting approval of a 1-Lot Certified Survey Map (CSM) that crosses a plat boundary.

BACKGROUND

Typically, CSMs are administratively reviewed and approved by City staff. However, the subject properties were originally platted in different plats. Parcel #'s 31-4-0823-00 and 31-4-0823-01 were included in Certified Survey Map #7203, parcel #31-4-0805-00 was included in the Edward West plat, parcel #'s 31-4-0279-00 and 31-4-0279-01 are in the Westwood plat and parcel #'s 31-4-0819-00 and 31-4-0820-00 were included in the Fourth Ward Plat. In order to satisfy the requirements of Chapter 236 of the Wisconsin State Statutes, the proposed CSM must be approved in the same manner as a Final Plat, which includes Plan Commission and Common Council approval.

This CSM will combine the seven existing parcels to accommodate existing and future site improvements.

STAFF ANALYSIS

Existing Conditions: The parcels currently contain athletic facilities and associated accessory structures (Alexander Gym, Whiting Field and Banta Bowl) that are used by Lawrence University. All parcels have a zoning designation of P-I Public Institutional District. The total land area included in the CSM is approximately 34.286 acres.

Subdivision Ordinance Requirements: Per Section 17-26(b)(1) of the Municipal Code, widths and areas of lots shall not be less than that provided in the City's Zoning Ordinance. For the P-I Public Institutional District, there is no minimum required lot area or lot width, per Section 23-100(h) of the Municipal Code. Proposed lot satisfies the lot development standards.

Surrounding Zoning and Land Uses: The surrounding area is under the jurisdiction of the City of Appleton and includes a mix of uses.

Certified Survey Map #30-22

December 14, 2022

Page 2

North: P-I Public Institutional District. The adjacent land uses to the north are currently railroad right-of-way and the Newberry recreation trail.

South: PD/R-3 Planned Development Multi-Family District, P-I Public Institutional District PD/C-O Planned Development Commercial Office District, R-1B Single Family District, R-2 Two-Family District and C-2 General Commercial District. The adjacent land uses to the south are currently multi-family, office, single family, two-family and commercial.

East: P-I Public Institutional District. The adjacent land use to the east is currently public right-of-way.

West: P-I Public Institutional District. The adjacent land to the west is currently undeveloped.

Appleton Comprehensive Plan 2010-2030: Community & Economic Development staff has reviewed this proposal and determined it is compatible with the Public-Institutional designation shown on the City's *Comprehensive Plan 2010-2030 Future Land Use Map*.

Technical Review Group (TRG) Report: This item appeared on the November 22, 2022 TRG agenda. Comments were received from participating departments and captured in the stipulations found below.

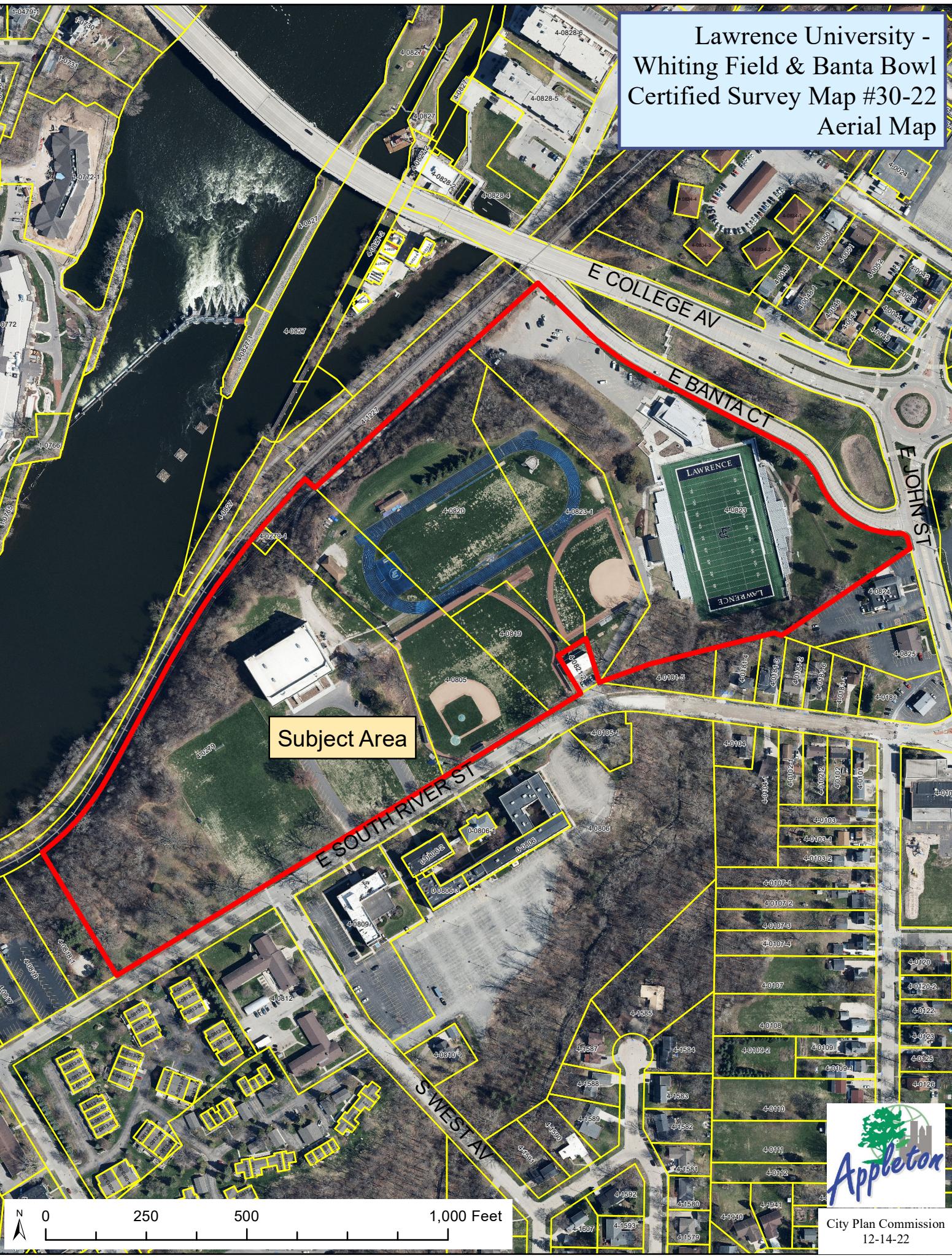
RECOMMENDATION

Based on the above, staff recommends that Certified Survey Map #30-22, as shown on the attached map, **BE APPROVED** subject to the following conditions:

1. The Banta Court right of way is shown incorrectly at the most Easterly point of the C.S.M., revise as necessary. C.S.M. #7203 also shows this right of way incorrectly. If you believe that the right of way is shown correctly please provide reference material that supports your belief.
2. Remove all the references to parcel #4-821-2 that are contained within the surveyor's certificate and within the abbreviated descriptions at the top of each sheet. A title document reference for this parcel may be added in place of the parcel number if so desired.
3. Add the words "per the Assessor's Map of the City of Appleton" after every instance of the legal descriptions that end with the words "FOURTH WARD PLAT (AKA EDWARD WEST'S FOURTH WARD PLAT)".
4. Add the words, Lot 1 and Outlot 2 of Certified Survey Map No.7203 to every area of the legal descriptions.
5. Remove the word dedicated from the owner's certificate or identify what is being dedicated.
6. The intent of City code 17-17(4) is to list the title documents used to delineate the exterior boundary of the proposed Certified Survey Map. On sheet 6 the paragraph that starts with "This Certified Survey Map is contained wholly within the property described in the following recorded instruments:" should contain only the title documents used to delineate the exterior boundary of the proposed Certified Survey Map. Remove all Plat document references in this paragraph. Relocate the documents to the paragraph below if so desired.
7. Per State Statute 236.34(1), This C.S.M. crosses the exterior boundary of a recorded subdivision and does not meet the minimum required monumentation, as detailed in Chapter 236.34.

Lawrence University -
Whiting Field & Banta Bowl
Certified Survey Map #30-22
Aerial Map

Subject Area



OUTAGAMIE COUNTY CERTIFIED SURVEY MAP# _____

LEGAL DESCRIPTION

CERTIFIED SURVEY MAP FOR LAWRENCE UNIVERSITY OF WISCONSIN, BEING PART OF VACATED WAGG AVENUE, ALL OF VACATED BANTA COURT, ALL OF LOT 1 OF BLOCK 51, UN-LOTTED PARTS OF BLOCK 42, 50, 51, AND 52 OF THE FOURTH WARD PLAT (AKA EDWARD WEST'S PLAT) EXCEPTING PARCEL #4-821-2, AND ALL OF WESTWOOD (A REPLAT OF PARTS OF BLOCKS 42 & 49 EDWARD WEST'S FOURTH WARD PLAT); LOCATED IN GOV. LOT 3 OF THE FRACTIONAL SOUTHWEST QUARTER OF SECTION 25, ALSO IN GOV. LOT 1 & GOV. LOT 2 OF THE FRACTIONAL NORTHWEST QUARTER OF SECTION 36, AND IN THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 21 NORTH, RANGE 17 EAST, IN THE CITY OF APPLETON, OUTAGAMIE COUNTY, WISCONSIN.

BASE FOR BEARING

IS THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 36, T21N R17E, RECORDED TO BEAR N 89°36'04" W USING OUTAGAMIE COUNTY COORDINATES.



SURVEY NOTE

OUT LOT 1 MUST BE CONVEYED WITH LOT 1 IN ANY TRANSFER OF PROPERTY AS SHOWN ON CSM #7203

AREA OF IMPERVIOUS SURFACE:
309,700 SQUARE FEET
21% OF LOT 1, OUT LOT 1, & LOT 2



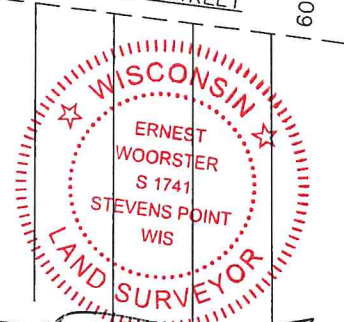
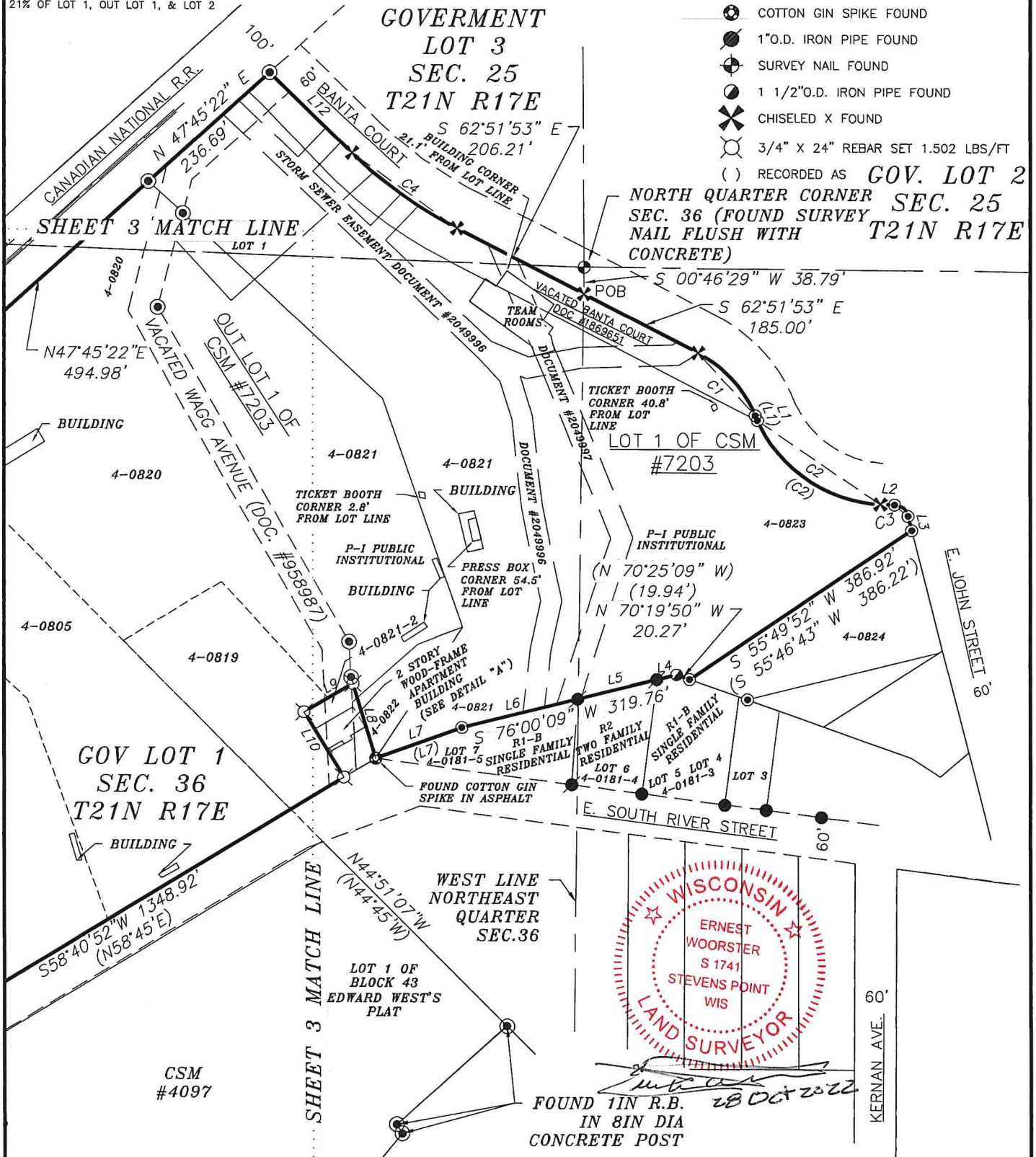
SCALE 1" = 200'

GOVERNMENT
LOT 3
SEC. 25
T21N R17E

SPACE RESERVED FOR RECORDING INFORMATION
LEGEND

- 5/8" REBAR FOUND
- ⊙ 3/4" REBAR FOUND
- ⊗ COTTON GIN SPIKE FOUND
- ⊖ 1" O.D. IRON PIPE FOUND
- ⊕ SURVEY NAIL FOUND
- ⊙ 1 1/2" O.D. IRON PIPE FOUND
- ⊗ CHISELED X FOUND
- ⊗ 3/4" X 24" REBAR SET 1.502 LBS/FT

() RECORDED AS GOV. LOT 2
NORTH QUARTER CORNER SEC. 25
SEC. 36 (FOUND SURVEY
NAIL FLUSH WITH
CONCRETE) T21N R17E



FOUND 1IN R.B.
IN 8IN DIA
CONCRETE POST

28 Oct 2022

RETTLER LAND SURVEY DIVISION
corporation PROFESSIONAL LAND SURVEYOR
3317 Business Park Drive, Stevens Point, WI 54482
Telephone: 715-341-2633, Fax: 715-341-0431
email: info@rettler.com, website: www.rettler.com

THIS INSTRUMENT WAS DRAFTED BY ANDREW COFRAN
AND DRAWN BY ANDREW COFRAN

JOB # 21.067 SHEET 2 OF 7 SHEETS

OUTAGAMIE COUNTY CERTIFIED SURVEY MAP# _____

LEGAL DESCRIPTION

CERTIFIED SURVEY MAP FOR LAWRENCE UNIVERSITY OF WISCONSIN, BEING PART OF VACATED WAGG AVENUE, ALL OF VACATED BANTA COURT, ALL OF LOT 1 OF BLOCK 51, UN-LOTTED PARTS OF BLOCK 42, 50, 51, AND 52 OF THE FOURTH WARD PLAT (AKA EDWARD WEST'S PLAT) EXCEPTING PARCEL #4-821-2, AND ALL OF WESTWOOD (A REPLAT OF PARTS OF BLOCKS 42 & 49 EDWARD WEST'S FOURTH WARD PLAT); LOCATED IN GOV. LOT 3 OF THE FRACTIONAL SOUTHWEST QUARTER OF SECTION 25, ALSO IN GOV. LOT 1 & GOV. LOT 2 OF THE FRACTIONAL NORTHWEST QUARTER OF SECTION 36, AND IN THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 21 NORTH, RANGE 17 EAST, IN THE CITY OF APPLETON, OUTAGAMIE COUNTY, WISCONSIN.

BASE FOR BEARING

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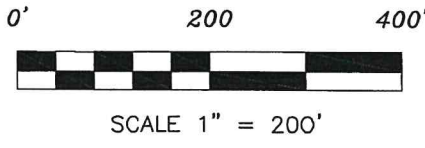
SURVEY NOTE

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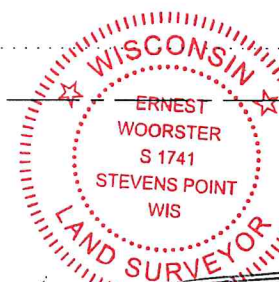
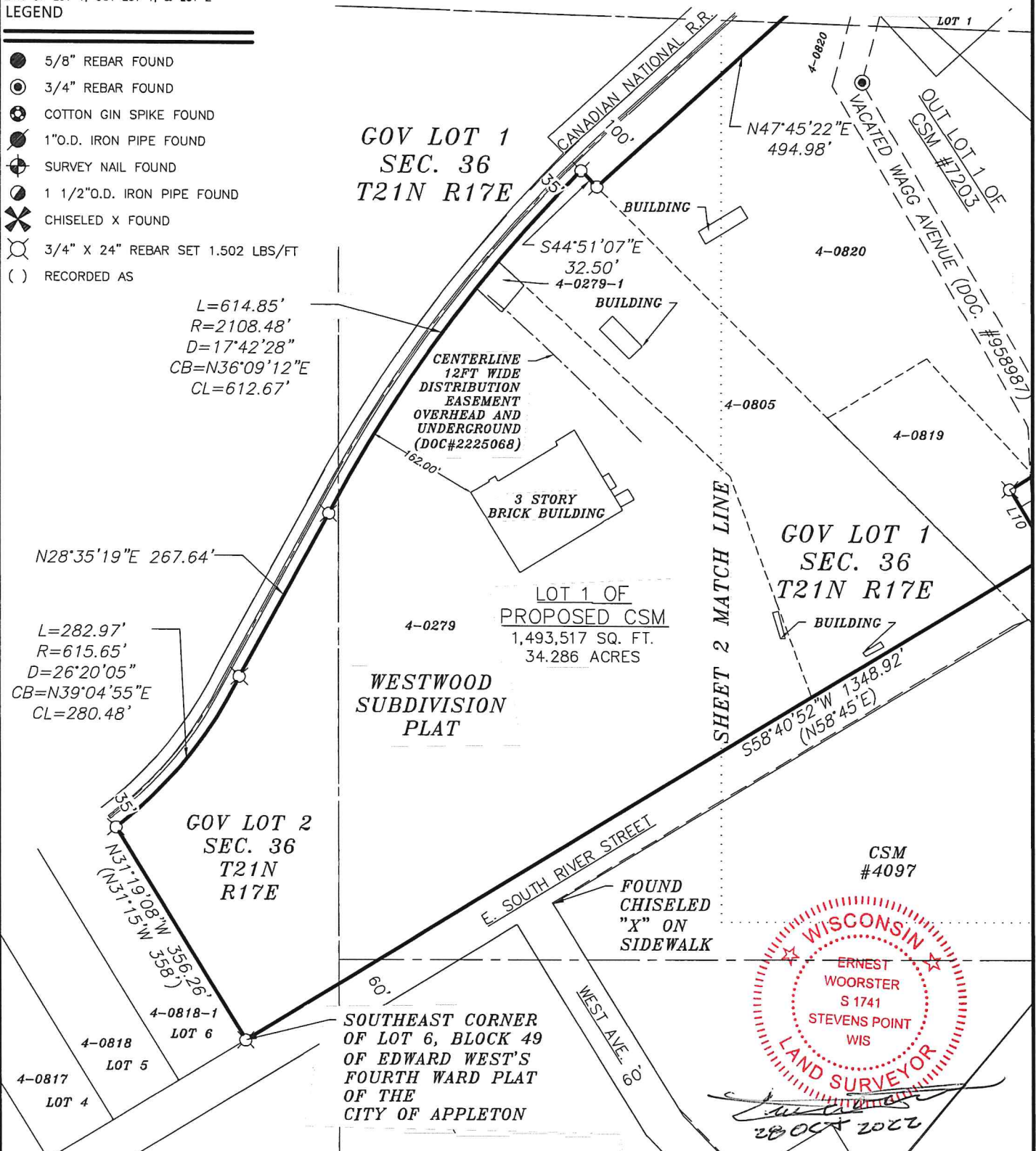
AREA OF IMPERVIOUS SURFACE:
309,700 SQUARE FEET
21% OF LOT 1, OUT LOT 1, & LOT 2

LEGEND

- 5/8" REBAR FOUND
- ⊙ 3/4" REBAR FOUND
- ⊙ COTTON GIN SPIKE FOUND
- ⊙ 1" O.D. IRON PIPE FOUND
- ⊙ SURVEY NAIL FOUND
- ⊙ 1 1/2" O.D. IRON PIPE FOUND
- ⊙ CHISELED X FOUND
- ⊙ 3/4" X 24" REBAR SET 1.502 LBS/FT
- () RECORDED AS



SPACE RESERVED FOR RECORDING INFORMATION



RETTLER LAND SURVEY DIVISION
 corporation PROFESSIONAL LAND SURVEYOR
 3317 Business Park Drive, Stevens Point, WI 54482
 Telephone: 715-341-2633, Fax: 715-341-0431
 email: info@rettler.com, website: www.rettler.com
 ERNEST WOORSTER PLS #1741
 715-341-2633

THIS INSTRUMENT WAS DRAFTED BY ANDREW COFRAN AND DRAWN BY ANDREW COFRAN

JOB # 21.067 SHEET 3 OF 7 SHEETS

OUTAGAMIE COUNTY CERTIFIED SURVEY MAP# _____

LEGAL DESCRIPTION

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21% OF LOT 1, OUT LOT 1, & LOT 2

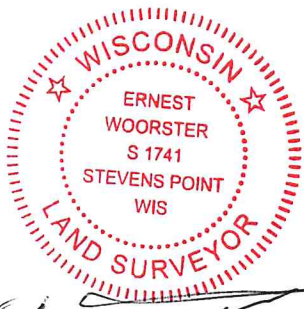
LEGEND

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- ⊙ 3/4" REBAR FOUND
- ⊗ COTTON GIN SPIKE FOUND
- ⊘ 1" O.D. IRON PIPE FOUND
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- () RECORDED AS

SPACE RESERVED FOR RECORDING INFORMATION

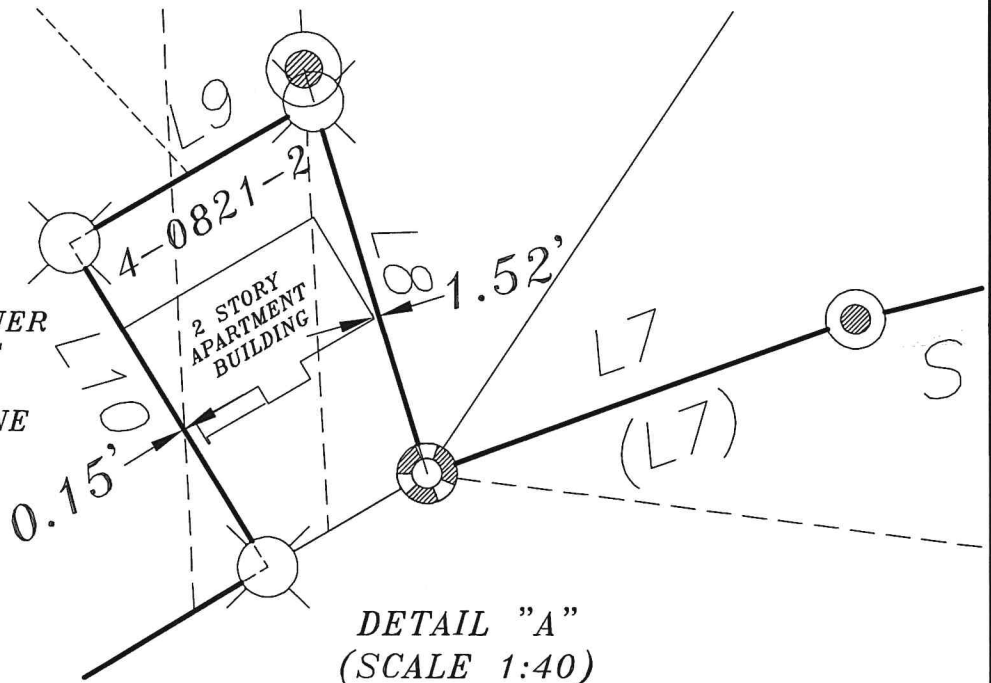
LINE	BEARING	DISTANCE
L1	S 24°22'38" E	8.04
(L1)	(S 23°15'53" E)	(7.92')
L2	S 88°25'49" E	20.27'
L3	S 14°16'39" E	21.33'
L4	S 76°00'09" W	29.62'
L5	S 76°00'09" W	118.04'
L6	S 76°00'09" W	172.10'
L7	S 70°00'48" W	132.21'
(L7)	(S 70°00'09" W)	(132.29')
L8	N 16°47'18" W	113.03'
L9	S 59°39'18" W	82.01'
L10	S 31°19'08" E	110.00'
L11	S 45°39'59" E	165.75'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	175.51'	124.66'	122.06'	S 42°30'58" E	40°41'49"
C2	206.50'	225.40'	214.38'	S 55°38'40" E	62°32'28"
(C2)	(206.50')	(225.62')	(214.56')	(S 55°39'48" E)	(62°35'58")
C3	20.00'	27.72'	25.55'	S 50°24'12" E	79°24'20"
C4	624.55'	187.47'	186.77'	S 54°15'56" E	17°11'55"



Andrew Cofran
28 Oct 2022

BUILDING CORNER
ENCROACHES
0.15' OVER
PROPERTY LINE



DETAIL "A"
(SCALE 1:40)

CERTIFIED SURVEY MAP

CERTIFIED SURVEY MAP FOR LAWRENCE UNIVERSITY OF WISCONSIN, BEING PART OF VACATED WAGG AVENUE, ALL OF VACATED BANTA COURT, ALL OF LOT 1 OF BLOCK 51, UN-LOTTED PARTS OF BLOCK 42, 50, 51, AND 52 OF THE FOURTH WARD PLAT (AKA EDWARD WEST'S PLAT) EXCEPTING PARCEL #4-821-2, AND ALL OF WESTWOOD (A REPLAT OF PARTS OF BLOCKS 42 & 49 EDWARD WEST'S FOURTH WARD PLAT); LOCATED IN GOV. LOT 3 OF THE FRACTIONAL SOUTHWEST QUARTER OF SECTION 25, ALSO IN GOV. LOT 1 & GOV. LOT 2 OF THE FRACTIONAL NORTHWEST QUARTER OF SECTION 36, AND IN THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 21 NORTH, RANGE 17 EAST, IN THE CITY OF APPLETON, OUTAGAMIE COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE

I, ERNEST WOORSTER, PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT BY THE DIRECTION OF LAWRENCE UNIVERSITY OF WISCONSIN, I HAVE SURVEYED, DIVIDED, AND MAPPED THE FOLLOWING DESCRIBED PARCEL OF LAND.

A PARCEL OF LAND CONTAINING 1,493,517 SQUARE FEET (34.286 ACRES) BEING PART OF VACATED WAGG AVENUE, ALL OF VACATED BANTA COURT, ALL OF LOT 1 OF BLOCK 51, UN-LOTTED PARTS OF BLOCK 42, 50, 51, AND 52 OF THE FOURTH WARD PLAT (AKA EDWARD WEST'S PLAT) EXCEPTING PARCEL #4-821-2, AND ALL OF WESTWOOD (A REPLAT OF PARTS OF BLOCKS 42 & 49 EDWARD WEST'S FOURTH WARD PLAT); LOCATED IN GOV. LOT 3 OF THE FRACTIONAL SOUTHWEST QUARTER OF SECTION 25, ALSO IN GOV. LOT 1 & GOV. LOT 2 OF THE FRACTIONAL NORTHWEST QUARTER OF SECTION 36, AND IN THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 21 NORTH, RANGE 17 EAST, IN THE CITY OF APPLETON, OUTAGAMIE COUNTY, WISCONSIN.

THE EXTERIOR BOUNDARY OF SAID LAND IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH 1/4 CORNER OF SECTION 36, TOWNSHIP 21 NORTH, RANGE 21 EAST;

THENCE S 00°46'29" W, ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 36, 38.79', TO THE SOUTH RIGHT OF WAY OF BANTA COURT, AND THE POINT OF BEGINNING OF THIS DESCRIPTION;

THENCE S 62°51'53" E, ALONG SAID SOUTH RIGHT OF WAY, 185.00';

THENCE SOUTHEASTERLY ALONG SAID SOUTH RIGHT OF WAY, 124.66' ALONG THE ARC OF A CURVE, CENTER WHICH LIES TO THE SOUTHWEST, RADIUS OF 175.51', CHORD WHICH BEARS S 42°30'58" E, 122.06';

THENCE S 24°22'38" E, ALONG SAID SOUTH RIGHT OF WAY, 8.04';

THENCE SOUTHEASTERLY ALONG SAID SOUTH RIGHT OF WAY, 225.40' ALONG THE ARC OF A CURVE, CENTER WHICH LIES TO THE NORTHEAST, RADIUS OF 206.50', CHORD WHICH BEARS S 55°38'40" E, 214.38';

THENCE S 88°25'49" E, 20.27', ALONG THE SAID NORTH RIGHT OF WAY;

THENCE SOUTHEASTERLY ALONG SAID SOUTH RIGHT OF WAY, 27.72' ALONG THE ARC OF A CURVE, CENTER WHICH LIES TO THE SOUTHWEST, RADIUS OF 20.00', CHORD WHICH BEARS S 50°24'12" E, 25.55', TO THE WEST RIGHT OF WAY OF EAST JOHN STREET;

THENCE S 14°16'39" E, 21.33' ALONG SAID WEST RIGHT OF WAY;

THENCE S 55°49'52" W, 386.92' TO THE NORTH LINE OF KERNAN ADDITION, BLOCK A;

THENCE N 70°19'50" W, 20.27' ALONG SAID NORTH LINE;

THENCE S 76°00'09" W, 319.76' ALONG SAID NORTH LINE;

THENCE S 70°00'48" W, 132.21' ALONG SAID NORTH LINE, TO THE SOUTHEAST CORNER OF PARCEL# 4-0821-2, SAID POINT BEING ON THE NORTH RIGHT OF WAY OF EAST SOUTH RIVER STREET MARKED BY A FOUND COTTON GIN SPIKE;

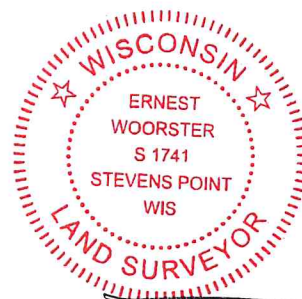
THENCE N 16°47'18" W, 113.03' ALONG THE EAST LINE OF SAID PARCEL TO THE NORTHEAST CORNER THEREOF;

THENCE S 59°39'18" W, 82.01' ALONG THE NORTH LINE OF SAID PARCEL TO THE NORTHWEST CORNER THEREOF;

THENCE S 31°19'08" E, 110.00' ALONG THE WEST LINE OF SAID PARCEL THE SOUTHWEST CORNER THEREOF AND A POINT ON THE NORTH RIGHT OF WAY OF EAST SOUTH RIVER STREET;

THENCE S 58°40'52" W, 1348.92' ALONG THE SAID NORTH RIGHT OF WAY TO A POINT ON THE NORTH RIGHT OF WAY OF E. SOUTH RIVER STREET, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF LOT 6 OF BLOCK 49 OF THE 4TH WARD PLAT (AKA EDWARD WEST'S PLAT);

THENCE N 31°19'08" W 356.26' ALONG THE EAST LINE OF SAID LOT 6 TO THE NORTHEAST CORNER THEREOF AND A POINT ON THE SOUTHERLY RIGHT OF WAY OF CANADIAN NATIONAL RAILROAD, SAID POINT ALSO BEING A POINT ON A 615.65' RADIUS CURVE TO THE LEFT WITH A CHORD BEARING N 39°04'55" E, 280.48';



Ernest Woorster
28 Oct 2022

CERTIFIED SURVEY MAP

CERTIFIED SURVEY MAP FOR LAWRENCE UNIVERSITY OF WISCONSIN, BEING PART OF VACATED WAGG AVENUE, ALL OF VACATED BANTA COURT, ALL OF LOT 1 OF BLOCK 51, UN-LOTTED PARTS OF BLOCK 42, 50, 51, AND 52 OF THE FOURTH WARD PLAT (AKA EDWARD WEST'S PLAT) EXCEPTING PARCEL #4-821-2, AND ALL OF WESTWOOD (A REPLAT OF PARTS OF BLOCKS 42 & 49 EDWARD WEST'S FOURTH WARD PLAT); LOCATED IN GOV. LOT 3 OF THE FRACTIONAL SOUTHWEST QUARTER OF SECTION 25, ALSO IN GOV. LOT 1 & GOV. LOT 2 OF THE FRACTIONAL NORTHWEST QUARTER OF SECTION 36, AND IN THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 21 NORTH, RANGE 17 EAST, IN THE CITY OF APPLETON, OUTAGAMIE COUNTY, WISCONSIN.

THENCE ALONG SAID RIGHT OF WAY THE FOLLOWING (5) FIVE COURSES;

THENCE 282.97' ALONG THE ARC OF SAID CURVE;

THENCE N 28°35'19" E, 267.64' TO A POINT TANGENT TO A 2108.48' RADIUS CURVE TO THE RIGHT WITH A CHORD BEARING N 36°09'12" E, 612.67';

THENCE 614.85' ALONG THE ARC OF SAID CURVE TO AN ANGLE POINT;

THENCE S 44°51'07" E, 32.50';

THENCE N 47°45'22" E, 494.98' TO A REBAR FOUND AND SHOWN ON CSM #7203 ON FILE (VOLUME 43 AND PAGE 7203) WITH OUTAGAMIE REGISTER OF DEEDS;

THENCE N 47°45'22" E, ALONG SAID CSM, 236.69' TO THE SOUTH RIGHT OF WAY OF BANTA COURT;

THENCE S 45°39'59" E, 165.75' ALONG THE SAID SOUTH RIGHT OF WAY;

THENCE SOUTHEASTERLY ALONG SAID SOUTH RIGHT OF WAY, 187.47' ALONG THE ARC OF A CURVE, CENTER WHICH LIES TO THE NORTHEAST, RADIUS OF 624.55', CHORD WHICH BEARS S 54°15'56" E, 186.77';

THENCE S 62°51'53" E, 206.21' ALONG THE SAID SOUTH RIGHT OF WAY TO THE POINT OF BEGINNING, THERE TERMINATING.


THAT I HAVE COMPLIED FULLY WITH THE CURRENT PROVISIONS OF CHAPTER A-E7, AND OF CHAPTER 236.34 OF THE REVISED WISCONSIN STATUTES, AND THE SUBDIVISION ORDINANCE OF THE CITY OF APPLETON IN SURVEYING, DIVIDING, AND MAPPING SAME.

THAT THIS MAP IS A CORRECT REPRESENTATION OF THE EXTERIOR BOUNDARY OF THE LANDS SURVEYED AND MAPPED TO THE BEST OF MY KNOWLEDGE AND BELIEF.

THIS SURVEY IS SUBJECT TO ROADWAYS, EASEMENTS, AND RESERVATIONS, OF RECORD.

CERTIFIED THIS 27TH DAY OF OCTOBER, 2022

SIGNED:


ERNEST WOORSTER PLS #1741



THIS CERTIFIED SURVEY MAP IS CONTAINED WHOLLY WITHIN THE PROPERTY DESCRIBED IN THE FOLLOWING RECORDED INSTRUMENTS: DOC #194 - FOURTH WARD PLAT (AKA EDWARD WEST'S PLAT), DOC. #1792143, DOC. #2225068, DOC. #958987, DOC. #263610 WESTWOOD PLAT VOLUME A, PAGE 41, DOC. #255955, DOC. #511106 AS RECORDED IN VOLUME 504 ON PAGE 301, AND DOC. #1869651 COVERING PARCEL #'S 4-0821, 4-0822, AND 4-0823 WHICH IS OWNED BY LAWRENCE UNIVERSITY OF WISCONSIN.

OTHER DOCUMENTS USED AS REFERENCE IN PERFORMING THIS SURVEY: DOC #512270 - SOUTH MEADOWS PLAT, DOC #122590 - KERNAN ADDITION, DOC #1418629 - CSM #4097, AND DOC #2076746 - CSM #7203.

CERTIFIED SURVEY MAP # _____

CERTIFIED SURVEY MAP FOR LAWRENCE UNIVERSITY OF WISCONSIN, BEING PART OF VACATED WAGG AVENUE, ALL OF VACATED BANTA COURT, ALL OF LOT 1 OF BLOCK 51, UN-LOTTED PARTS OF BLOCK 42, 50, 51, AND 52 OF THE FOURTH WARD PLAT (AKA EDWARD WEST'S PLAT) EXCEPTING PARCEL #4-821-2, AND ALL OF WESTWOOD (A REPLAT OF PARTS OF BLOCKS 42 & 49 EDWARD WEST'S FOURTH WARD PLAT); LOCATED IN GOV. LOT 3 OF THE FRACTIONAL SOUTHWEST QUARTER OF SECTION 25, ALSO IN GOV. LOT 1 & GOV. LOT 2 OF THE FRACTIONAL NORTHWEST QUARTER OF SECTION 36, AND IN THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 21 NORTH, RANGE 17 EAST, IN THE CITY OF APPLETON, OUTAGAMIE COUNTY, WISCONSIN.

APPROVED BY THE CITY OF APPLETON ON THIS, THE _____ DAY OF _____, 2022.

JACOB A. WOODFORD, MAYOR

KAMI LYNCH, CITY CLERK

CITY OF APPLETON FINANCE CERTIFICATE

I HEREBY CERTIFY THAT THERE ARE NO UNPAID TAXES OF UNPAID SPECIAL ASSESSMENTS ON ANY OF THE LANDS SHOWN HEREON.

DATED THIS _____ DAY OF _____, 2022.

JERI OHMAN, DIRECTOR OF FINANCE

OUTAGAMIE COUNTY TREASURER'S CERTIFICATE

I HEREBY CERTIFY THAT THERE ARE NO UNPAID TAXES OF UNPAID SPECIAL ASSESSMENTS ON ANY OF THE LANDS SHOWN HEREON.

DATED THIS _____ DAY OF _____, 2022.

OUTAGAMIE COUNTY TREASURER'S REPRESENTATIVE

OWNER'S CERTIFICATE

AS OWNER OF LOT 1, I HEREBY CERTIFY THAT I CAUSED THE LAND DESCRIBED IN THIS MAP TO BE SURVEYED, DIVIDED, MAPPED AND DEDICATED AS REPRESENTED ON THIS MAP. I ALSO CERTIFY THAT THIS CERTIFIED SURVEY MAP IS REQUIRED BY SECTION 236.34 OF THE REVISED WISCONSIN STATUTES TO BE SUBMITTED TO THE FOLLOWING FOR APPROVAL OR OBJECTION.

CITY OF APPLETON
COUNTY OF OUTAGAMIE

LAWRENCE UNIVERSITY OF WI REPRESENTATIVE

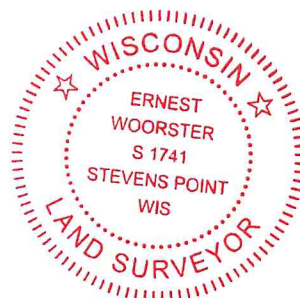
DATE

STATE OF WISCONSIN
(SS)
OUTAGAMIE COUNTY

PERSONALLY APPEARED BEFORE ME ON THE _____ DAY OF _____, 2022. THE ABOVE NAMED OWNER TO ME KNOWN TO BE THE PERSON WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THE SAME.

NOTARY PUBLIC

COUNTY, _____
MY COMMISSION EXPIRES _____



[Handwritten Signature]
22 OCT 2022



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

**PARKS, RECREATION & FACILITIES
MANAGEMENT**

Dean R. Gazza, Director

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

TO: Parks & Recreation Committee

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

DATE: 12/12/2022

RE: Action Item: Sole Source - Request to award contract to ISG for design services for Lundgaard Park in the amount of \$297,420 with a design contingency of \$25,000 for a total contract not to exceed \$322,420.

On February 24, 2021, Request for Proposals were received from five firms for master planning and design services for Lundgaard Park. After review of the proposals by a seven-person panel including Fire Department staff, Parks, Recreation and Facilities Management staff and Lindsey Lundgaard, ISG was unanimously selected by the review team to be recommended for award of the contract.

The process to get to this step began during the 2020 city budget process when the Common Council approved funding to begin master planning and design for the new park. The parkland was acquired in 1999 and dedicated as Lundgaard Park in 2020.

During the 2023 budget process, \$2,000,000 was approved for the development of Lundgaard Park. Our team is pleased with the work by ISG and are requesting to sole source the next phase of design to them. It is normal to not switch architects and engineers unless an issue exists. ISG has provided timely and quality services and it is most responsible to continue working with them throughout this project. Fees were negotiated through Phase I which completes site and utilities, and park amenities design that will be paid for with the approved funding. Additional design services to complete the park will be funded through the donations received. It is most responsible to not contract for full design of the entire park unless the funding is committed.

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



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

**PARKS, RECREATION & FACILITIES
MANAGEMENT**

Dean R. Gazza, Director

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

TO: Parks and Recreation Committee

FROM: Dean R. Gazza

DATE: December 12, 2022

RE: Action: Request Approval of Reid Golf Course 2023 Rates Policy

Attached is the proposed 2023 Reid Golf Course Rates Policy that outlines the daily fees and pass rates for 2023.

The proposed 2023 golf rates include a \$1.00 increase to adult weekday, senior weekday, walking and riding twilight, and 18-holes walking super twilight. Also proposed is a \$25.00 increase to the junior summer pass, senior weekday pass, junior and junior associate annual pass, senior annual pass and a new \$15.00 fee for junior 18 with restrictions. Increasing some fees will assist with offsetting increased costs for operations and utilities, labor, and turf management supplies.

The Parks, Recreation, and Facilities Management Department is requesting approval of the 2023 Reid Golf Course Rates Policy at this time to begin planning for the 2023 season.

Please contact me at (920) 832-5572 or at dean.gazza@appleton.org if you need additional information or if you have any questions.

CITY OF APPLETON POLICY		TITLE: 2023 REID GOLF COURSE RATES POLICY	
ISSUE DATE: Day of Council Adoption		LAST UPDATE: December 2008, December 2010, December 2011, September 2012, September 2013, August 2014 October 2015, November 2016, November 2017, November 2018, October 2019, November 2020, November 2021, December 2022	LOCATION: J:\Department\Administration\Policies\ Golf Course
POLICY SOURCE: Parks and Recreation Department		TOTAL PAGES: 5	
Reviewed by Legal Services Date: December 2, 2022	Parks and Recreation Committee Approval Date:	Council Approval Date:	

I. PURPOSE:

The Appleton Parks, Recreation and Facilities Management Department operates Reid Golf Course to maintain open space and provide for the recreational needs of the community. The adoption of the rates outlined in this policy provides additional recreational opportunities to the members of the public. In addition, these rates shall provide revenues to meet operational, administrative and debt service expenses. The policy also contains procedures regarding refunds and coupon/pass upgrades that will provide additional golf opportunities, secure additional revenues for the City of Appleton and increase customer satisfaction.

II. POLICY:

It is the policy of the City of Appleton to establish daily green fees, discount cards and annual pass rates to meet changing community and participant interests and secure revenues to meet operational, administrative and debt service needs of the golf course. All daily green fees, discount cards and annual pass rates shall be established by the Parks, Recreation and Facilities Management Department and presented to the Parks and Recreation Committee and Council for annual review and adoption. Special and/or seasonal rates shall be established by the Parks, Recreation and Facilities Management Department to address current market conditions, changing competition, local and national trends, seasonal opportunities, golf course conditions, etc.

III. DEFINITIONS:

1. Discount Card – Provides 15% discount on regular green fees

2. Weekday – Monday through Friday
3. Weekend – Saturday, Sunday and holidays
4. Dependent - Child age 17 and under (applicable on family passes only)
5. Junior – Age 17 and under
6. Junior Associate – Ages 18 to 24
7. Associate – Ages 25 to 40
8. Adult – Ages 41 to 61
9. Senior – Age 62 and up
10. Family – All persons currently residing at the same address who are directly related (mother, father, son, daughter), or are foster children. Families are limited to two adults and the dependents and/or foster children.
11. Guest Round – A free round of golf provided to a guest of an annual pass holder.
12. New Pass Holder – individual and/or family who have not purchased an annual pass the previous year.
13. Business Pass – Pass purchased by businesses and companies for use by employees, business guests, etc. The Business Pass includes a foursome for one tee time and two carts per day.

IV. DISCUSSION:

1. Weekday daily fees will be charged Monday through Friday, except holidays.
2. Weekend daily fees will be charged Saturdays, Sundays and all holidays.
3. A Weekday Pass:
 - a. Is available for 9-hole or 18-hole play.
 - b. Can be used anytime Monday through Friday.
 - c. Can be used for league play Monday through Friday.
 - d. Cannot be used for tournaments, outings and/or special events.
4. An Associate, Junior Associate, Adult, Senior and Family Annual Pass:
 - a. Is available for 9-hole or 18-hole play.
 - b. Can be used anytime Monday through Sunday and holidays based on availability.
 - c. Can be used for league play Monday through Friday.
 - d. Can be used for tournaments, outings and/or special events.
5. A Junior Annual Pass:
 - a. Is available for 9-hole or 18-hole play.
 - b. Can be used anytime Monday through Friday.
 - c. Can be used Saturdays, Sundays and holidays after 2:00 PM
 - d. Can be used for tournaments, outings and special events.
6. A Junior Summer Pass:
 - a. Is available for 9 or 18 hole play.
 - b. Can be used from Memorial Day to Labor Day only.
 - c. Can be used Monday through Friday from 6:00 am to 3:00 pm.
 - d. Can be used Saturdays, Sundays and holidays after 2:00 PM.
 - e. Cannot be used for tournaments, outings, and/or special events.
7. A New Pass Holder (Weekday or Annual) can purchase a pass for the following year at the end of the current golf season and the pass can be used for the remainder of the

current golf season and the entire following golf season. The use of the Weekday and/or Annual Pass for the remainder of the current golf season will be consistent with #4, #5 and #6 above.

8. The Discount Card is available:
 - a. Provides a 15% discount on all regular green fees.
 - b. Cannot be used for tournaments, outings and/or special events.
9. Discount Cards, Special, Weekday and Annual Passes cannot be transferred to another individual.
10. The Family Annual Pass provides the benefits listed in #4 above to the pass holder and family members. An adult family member must accompany a minor child/children when a Family Annual Pass is used.
11. The Business Pass allows the company and/or business to schedule one (1) foursome for one tee time per day during the golf season and also includes two (2) carts. The company and/or business must schedule the tee time for the foursome with the Pro Shop office at least 24 hours before the tee time by the designated business representative(s). The Business Pass cannot be used for outings or tournaments.
12. The Guest Rounds provided to annual pass holders can only be used when the guest is accompanied by the pass holder. Junior guest passes are only redeemable for juniors.
13. The Guest Rounds are good for either 9-hole or 18-hole rounds. All guest passes are redeemable based on which golf pass was purchased, annual vs. weekday.
14. All Discount Cards, Coupon Books, Weekday and Annual Passes expire at the end of the season for which they were purchased.
15. Twilight rates allow for unlimited play from the established start time until the course closes.
16. Cart rental is based on double occupancy when applicable, including annual individual cart pass.
17. There will be no refunds issued for passes, coupon books or discount cards. Exceptions may be granted in hardship cases by the Parks and Recreation Committee and City Council.

REID GOLF COURSE – Proposed Fees

WEEKDAY DAILY FEES	2019	2020	2021	2022	2023	Net
Adult 9	\$17.00	\$17.00	\$17.00	\$18.00	\$18.00	-
Adult 18	\$28.00	\$28.00	\$28.00	\$28.00	\$29.00	\$1
Senior 9	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	-
Senior 18	\$24.00	\$24.00	\$24.00	\$24.00	\$25.00	\$1
Junior 9 w/ restrictions	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	-
Junior 18 w/ restrictions	-	-	-	-	\$15.00	-
WEEKEND DAILY FEES						
Adult/Junior/Senior 9	\$19.00	\$20.00	\$20.00	\$20.00	\$20.00	-
Adult/Junior/Senior 18	\$31.00	\$31.00	\$31.00	\$31.00	\$31.00	-
REPLAY RATES						
Walking	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	-
Riding	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	-
TWILIGHT (unlimited golf)						
Walking	\$11.00	\$12.00	\$12.00	\$12.00	\$13.00	\$1
Riding	\$22.00	\$23.00	\$24.00	\$24.00	\$25.00	\$1
SUPER TWILIGHT Fri, Sat & Sun						
9 Holes – walking	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	-
18 Holes – walking	\$24.00	\$24.00	\$24.00	\$24.00	\$25.00	\$1
DISCOUNT CARDS						
Adults/Seniors	\$31.50	\$31.65	\$31.65	\$31.65	\$31.65	-
SPECIALS						
Junior Summer Pass	\$150	\$150	\$150	\$150	\$175	\$25
WEEKDAY PASSES (Monday-Friday Only)						
Adult	\$815	\$815	\$815	\$815	\$815	-
Senior	\$660	\$660	\$660	\$660	\$685	\$25
ANNUAL PASSES						
Junior	\$200	\$200	\$200	\$200	\$225	\$25
Junior Associate	\$350	\$350	\$350	\$350	\$375	\$25
Associate	\$735	\$735	\$735	\$735	\$735	-
Adult	\$1050	\$1050	\$1050	\$1050	\$1050	-
Senior	\$800	\$800	\$800	\$800	\$825	\$25
Family	\$1155	\$1200	\$1200	\$1200	\$1200	-
Business	\$2625	\$2625	\$2625	\$3000	\$3000	-

Tax included on daily fees and annual passes

Returning Pass Holder Loyalties

2019 Pass Sales

- Returning Pass Holders receive 3 free guest passes.
- Pass Holders receive packet including merchandise coupons and yardage book.
- 5% off 2 passes, 10% off 3 passes in March

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CITY OF APPLETON POLICY		TITLE: 202 32 REID GOLF COURSE RATES POLICY	
ISSUE DATE: Day of Council Adoption	LAST UPDATE: December 2008, December 2010, December 2011, September 2012, September 2013, August 2014 October 2015, November 2016, November 2017, November 2018, October 2019, November 2020, November 2021, <u>December 2022</u>	LOCATION: J:\Department\Administration\Policies\ Golf Course	
POLICY SOURCE: Parks and Recreation Department		TOTAL PAGES: 5	
Reviewed by Legal Services Date: October 29, 2021 <u>December 2, 2022</u>	Parks and Recreation Committee Approval Date:	Council Approval Date:	

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

**PARKS, RECREATION & FACILITIES
MANAGEMENT**

Niki Wendt, Recreation Manager

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

TO: Parks and Recreation Committee

FROM: Niki Wendt

DATE: December 12, 2022

RE: Action: Request Approval of Military Family Support Policy

The Parks, Recreation, and Facilities Management Department along with the City's Legal Services Office has reviewed the Military Family Support Policy. Reviews are completed to ensure the policy remains current and reflects the needs of the users. The only changes to the policy are updates on some of the verbiage and consistency in wording throughout the policy.

Our department requests approval of the updates which will go into effect January 1, 2023.

Please contact me at 832-5572 or at niki.wendt@appleton.org with any questions.

CITY OF APPLETON POLICY		TITLE: MILITARY FAMILY SUPPORT POLICY
ISSUE DATE: Day of Council Adoption:	LAST UPDATE: May 2010, December 2016	TEXT NAME: J:Recreation/Administration/ Policies/Military Family Support
POLICY SOURCE: Parks, Recreation, and Facility Management Department		TOTAL PAGES: 2
Reviewed by Legal Services Date: December 6, 2022	Parks and Recreation Committee Approval Date: December 7, 2016 December , 2022	Council Approval Date: May 5, 2010, December 14, 2016 December , 2022

I. PURPOSE

It is the purpose of this policy to provide City of Appleton residents with a family member currently mobilized or deployed to participate in recreation programs offered by the Parks, Recreation, and Facilities Management Department at discounted rates, regardless of their financial status, in gratitude for their service to our country.

II. POLICY

The City of Appleton provides a discounted fee for participation in recreation programs for Appleton residents when appropriate documentation of military service and/or deployment of a family member are provided.

III. DISCUSSION

The City of Appleton recognizes the sacrifice a military family experiences when a family member is deployed. As a gesture of the City of Appleton’s appreciation, the City provides Appleton residents with a family member currently mobilized or deployed a discount to participate in recreational programs offered by the City’s Parks, Recreation, and Facilities Management Department.

IV. DEFINITIONS

- Family Member – Member of a military family with a service member currently serving in the United States Armed Forces and is currently mobilized or deployed.
- Military Family – Up to two adults who live together, where at least one of the adults is currently enlisted in a branch of the United States Armed Forces, in addition to any

youth living with the adults, either full-time or part-time, where the adults are the legal guardian of the youth.

- Resident – A person who currently lives in the corporate city limits of Appleton.
- Youth – A person aged 17 and under.
- Adult – A resident aged 18 and over.

V. POLICY

- A. Eligibility - Discounted fees are available to all City of Appleton residents with a family member mobilized or deployed who wish to participate in instructional programs, sport league participation, or obtain a golf and/or pool pass or coupon. The discounted fees will be available to military families from the time of a family member deployment to a period of six (6) months after the military member returns to the United States.
- B. Discounted Fees
1. City of Appleton military families shall receive a 50% reduction in fees for individual recreation programs, pool passes, pool coupons, and individual sport league participation.
 2. City of Appleton youth members of military families shall receive a 50% reduction in passes and coupons for Reid Golf Course.
 3. Discounted fees shall not be applicable to programs and/or activities that require a drop-in or daily fee. Programs and/or activities may include, but are not limited, to open swim, lap swim, golf course, playground fair.
 4. Discounted fees shall not be applicable to team fees, pavilions rentals, and trips.
- C. Verification - The military family shall provide a copy of the military dependent identification card, copy of the mobilization orders, and/or other appropriate documentation to verify military service and deployment. Additional documentation may be requested to verify city residency.
- D. Application - All requests for the military family discount must be presented in person to the Parks, Recreation and Facilities Management Department. Copies of the verification documents must be provided at the time of registration.

CITY OF APPLETON POLICY		TITLE: MILITARY FAMILY SUPPORT POLICY	Formatted: All caps
ISSUE DATE: Day of Council Adoption:	LAST UPDATE: <u>May 2010,</u> <u>December 2016</u>	TEXT NAME: <u>JK: Parks Recreation/</u> Administ ration/ Policies/Military Family <u>Support Fee Waiver Policy</u> <u>2010</u>	
POLICY SOURCE: Parks, Recreation, and Facility Management Department		TOTAL PAGES: <u>22</u>	
Reviewed by <u>Attorney's Office Legal</u> <u>Services</u> Date: <u>April 21, 2010</u> <u>October 13, 2016</u> <u>December 6, 2022</u>	Parks and Recreation Committee Approval Date: December 7, 2016 <u>December , 2022</u>	Council Approval Date: May 5, 2010, <u>December 14, 2016</u> <u>December , 2022</u>	

I. PURPOSE

It is the purpose of this policy to provide ~~guidelines necessary in order to provide~~ City of Appleton military families residents with a family member currently mobilized or deployed ~~to allow City of Appleton military families with a family member currently deployed to~~ participate in recreation programs offered by the Parks, ~~and~~ Recreation, ~~and~~ Facilities Management Department at discounted rates, regardless of their financial status, in gratitude for their service to our country.

II. POLICY

~~The City of Appleton provides a discounted fee for participation in recreation programs for military family member currently residing in the City of Appleton~~ Appleton residents ~~It is the policy of the City of Appleton to offer discounted fees for participation in recreation programs by military families from the City of Appleton~~ when appropriate documentation of military service and/or deployment of a family member are provided.

III. DISCUSSION

The City of Appleton recognizes the sacrifice a military family experiences when a family member is deployed. As a gesture of the City of Appleton's appreciation, the City provides ~~military families~~ Appleton residents with a family member currently mobilized or deployed ~~deployed~~ a discount to participate in recreational programs offered by the City's Parks, Recreation, and Facilities Management Department.

IV. DEFINITIONS

- Family Member – Member of a military family with a service member currently serving in the United States Armed Forces and is currently mobilized or deployed~~one of the branches of the United States of America and actively deployed in support of our country.~~
- Military Family – Up to two adults who live together, where at least one of the adults is currently enlisted in a branch of the United States Armed Forces, in addition to any youth living with the adults, either full-time or part-time, where the adults are the legal guardian of the youth.
- Resident – A person who currently lives in the corporate city limits of Appleton.
- Youth – A person aged 17 and under.
- Adult – A resident aged 18 and over.

V. POLICY

- A. Eligibility - Discounted fees are available to all City of Appleton military families~~residents~~ with a family member mobilized or deployed~~and deployed~~ who wish to participate in instructional programs, sport league participation, or obtain a golf and/or pool pass or coupon. The discounted fees will be available to military families from the time of a family member deployment to a period of six (6) months after the military member returns to the United States.
- B. Discounted Fees
1. City of Appleton ~~M~~military families shall receive a 50% reduction in fees for individual recreation programs, pool passes, pool coupons, and individual sport league participation.
 2. City of Appleton ~~Y~~youth members of military families shall receive a 50% reduction in passes and coupons for Reid Golf Course.
 3. Discounted fees shall not be applicable to programs and/or activities that require a drop-in or daily fee. Programs and/or activities may include, but are not limited, to open swim, lap swim, golf course, playground fair, ~~etc.~~
 4. Discounted fees shall not be applicable to team fees, pavilions rentals, and trips.
- C. Verification – The military family shall provide a copy of the military dependent~~person's~~ identification card, copy of the mobilization orders, and/or

other appropriate documentation to verify military service and deployment. Additional documentation may be requested to verify city residency.

D. Application - All requests for the military family discount must be presented in person to the Parks, Recreation and Facilities Management Department. Copies of the verification documents must be provided at the time of registration.

~~E. Reasonable Accommodations - The City of Appleton will provide reasonable accommodations for service men and women with disabilities to participate in recreation programs and facilities.~~

Commented [NW1]: Remove as this would be covered in our ADA policy already.



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

**PARKS, RECREATION & FACILITIES
MANAGEMENT**

Niki Wendt, Recreation Manager

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

TO: Parks and Recreation Committee

FROM: Niki Wendt

DATE: December 12, 2022

RE: Action: Request Approval of Aquatic Program Fees and Charges Policy

The Parks, Recreation, and Facilities Management Department along with the City’s Legal Services Office has reviewed the Aquatic Program Fees and Charges Policy. Changes include consistency in language from other similar policies along with some updates to wording. Major changes include:

- An annual pass will now be referred to as a summer pass since we no longer offer open swim at West Pool in fall, winter, or spring.
- We added an option for a group rate, the registration process for groups, and guidelines for groups to follow when visiting our facilities.
- We changed the timeline that we allow refunds to be consistent with our Recreation Program Fee Policy.
- Admission fees and summer pass fees have increased to reflect inflation and to help offset the increases to seasonal staff wages starting in 2023.

Our department requests approval of the updates which will go into effect January 1, 2023.

Please contact me at 832-5572 or at niki.wendt@appleton.org with any questions.

CITY OF APPLETON POLICY		TITLE: FEES AND CHARGES FOR AQUATIC PROGRAMS
ISSUE DATE: March 7, 2001 Day of Council Adoption	LAST UPDATE: January 2005 January 2007 January 2010 January 18, 2017 February, 2019 December, 2022	TEXT NAME: K:Parks/Administration/Policies/ Aquatic Fees and Charges 2007
POLICY SOURCE: Parks, Recreation and Facilities Management Department	AUDIENCE: Residents and City Employees	TOTAL PAGES: 4
Reviewed by Attorney's Office Date: December 5, 2022	Parks and Recreation Committee	Council Approval Date:

I. PURPOSE

It is the purpose of this policy to establish fees and provide guidelines necessary to administer those fees to the participants of aquatic programs.

II. POLICY

It is the policy of the City of Appleton to open participation in Parks and Recreation Department aquatic programs to anyone and charge fees to participants for the purpose of meeting cost recovery outlined in this policy. The fees charged to participants for instructional programs shall be established by the Appleton Parks, Recreation and Facilities Management Department (PRFMD). Daily admission fees, punch cards, and summer pass rates are identified in this policy.

III. DISCUSSION

Aquatic instructional programs offered by the City of Appleton, as a whole, shall follow the cost recovery model noted in the Recreation Program Fee Policy. Residents and non-residents may purchase daily admissions, punch cards, summer individual and family passes, as well as enroll in instructional programs. Those fees are identified later in this policy.

III. DEFINITIONS

- Youth – a person aged 17 or under.
- Adult – a person aged 18 and over.
- Senior – a person aged 62 or older.
- Summer Pass – provides individuals and families with admission to any City operated open/lap swim session during the summer pool season (first week of June- third week of

August) for the year issued.

- Daily Admission – provides the individual admission to any single City operated open/lap swim session.
- Family – at least one adult and up to two adults/seniors who live together and any youth living with the adults/seniors full-time or part-time where the adults/seniors are the legal guardian of the youth.
- Instructional Program – programs include youth and adult swim lessons, First-Aid classes, CPR training, Lifeguard training, WSI training, etc.
- Operating Costs – costs directly related to the operation of the program. These costs include direct program staff, facility rental/maintenance costs, supplies and services, utilities, etc.
- Resident – a person who currently lives within the corporate city limits of the City of Appleton. Residents of communities having reciprocal agreements with the City of Appleton will also be considered residents for the purpose of setting fees.
- Group: A set of individuals representing a non-profit or child- care organization.
- Twilight rate – a discounted open swim rate at Erb and Mead Pools the last two hours of open swim.

V. PROCEDURE

A. Fees

1. Fees will be charged for daily admission, punch cards, summer individual and family passes at the rates identified in this policy.
2. To qualify for the group rate, organizations must pre-register with the Recreation Programmer as well as sign and follow the rules and regulations acknowledgement form.
3. The PRFMD will establish all instructional program fees based on the operation cost guidelines, which will be reported to the Parks and Recreation Committee on a yearly basis. All instructional program fees, including non-resident fees, will be consistent with our rates as noted in our Recreation Program Fee Policy.
4. Any person having financial difficulties may apply for fee assistance as outlined in the Recreation Program Fee Waiver Policy.

- B. Falsification of Information – If a person provides false or misleading information to obtain a lower fee amount, the person will be removed from their instructional program and/or lose their annual pool pass and all fees will be forfeited.

C. Refunds

1. A full refund will be credited for any instructional program cancelled by the City.
2. A full refund will be credited if an instructional program time, date, or location is changed by the City and the participant is unable to attend because of the change.
3. A full refund will be credited for any instructional program if the participant requests a refund prior to the start of the program.
4. All refund requests will be credited to the individual or family account, as applicable, in the RecTrac registration software program. Requests for refund to original form of payment will be subject to a \$10.00 processing fee for each participant and program.
5. Refunds of \$15.00 or less will automatically be credited to the individual or family account, as applicable, in the RecTrac Registration software program.
6. Summer passes and punch cards are not refundable. A lost summer pass will be replaced for a \$5.00 fee.
7. Daily pool admission fees are not refundable for any reason, including due to inclement weather.

D. Implementation

1. All fees become effective January 1, 2023.
2. Summer individual and family passes purchased between January 1 and the first Thursday in May will be charged the discount rate. Summer passes purchased after the first Thursday in May will be charged the regular rate. Discounts are not available for non-residents.
3. Guidelines for Groups:
 - a. To get the group rate, organizations must contact the Recreation Programmer with PRFMD and provide the following information: name of organization and contact for visit, proof of non- profit status, date(s) and time(s) of visit(s), number of visitors (including chaperones based on the ratio chart) and complete the rules and regulation acknowledgment form.
 - b. Chaperone to Student Ratio chart

3 years of age and under*		1:1
4-5 years of age**		1:4
6-8 years of age**		1:6
9 years of age and older**		1:10

*Chaperones must be in the water, **WITHIN ARM'S REACH** at all times.

Chaperones must be in the water and **IN CLOSE PROXIMITY at all times.

- c. Groups using the facility during the open swim times may be billed per admission fee with prior written approval from the Director of PRFMD or designee.
- d. A 15% administrative fee will be charged to groups requesting a bill for individual admission fees.

DAILY ADMISSION, PUNCH CARD AND SUMMER PASS FEES*

(Effective January 1, 2023)

DAILY POOL ADMISSION FEES	
ERB & MEAD POOLS	
OPEN SWIM – 3 & UNDER	FREE
OPEN SWIM – YOUTH	\$4.00
OPEN SWIM – ADULT	\$5.00
OPEN SWIM – SENIOR	\$4.00
NON-SWIMMING CARE GIVERS	\$2.00
GROUP RATE- WITH PRE-REGISTRATION	\$3.00
TWILIGHT RATE	50% discount

PUNCH CARD FEES	
ERB & MEADPOOLS	
YOUTH	\$40.00
ADULT	\$50.00
SENIOR	\$40.00

SUMMER SWIM PASS	RESIDENT ANNUAL	RESIDENT DISCOUNT	NON- RESIDENT ANNUAL
YOUTH PASS	\$ 75.00	\$ 60.00	\$ 100.00
ADULT PASS	\$ 95.00	\$ 75.00	\$ 130.00
SENIOR PASS	\$ 75.00	\$ 60.00	\$ 100.00
FAMILY OF 2 PASS	\$ 115.00	\$ 95.00	\$ 155.00
FAMILY OF 3 PASS	\$ 135.00	\$ 110.00	\$ 180.00
FAMILY OF 4 PASS	\$ 155.00	\$ 125.00	\$ 205.00
FAMILY OF 5 PASS	\$ 170.00	\$ 135.00	\$ 225.00
FAMILY OF 6 & UP PASS	\$ 180.00	\$ 145.00	\$ 240.00
REPLACEMENT (per pass)	\$5.00	\$5.00	\$5.00

*If applicable, all fees include sales tax

CITY OF APPLETON POLICY		TITLE: FEES AND CHARGES FOR AQUATIC PROGRAMS
ISSUE DATE: March 7, 2001 Day of Council Adoption	LAST UPDATE: January 2005 January 2007 January 2010 January 18, 2017 February, 2019 December, 2022	TEXT NAME: K:Parks/Administration/Policies/ Aquatic Fees and Charges 2007
POLICY SOURCE: Parks, Recreation and Facilities Management Department	AUDIENCE: Residents and City Employees	TOTAL PAGES: 4
Reviewed by Attorney's Office Date: December 5, 2022 January 24, 2005 October 5, 2016, January 7, 2019	Parks and Recreation Committee Approval Date: March 4, 2019	Council Approval Date: March 6, 2019

I. PURPOSE

It is the purpose of this policy to establish fees and provide guidelines necessary to administer those fees to the participants of aquatic programs.

II. POLICY

It is the policy of the City of Appleton to open participation in Parks and Recreation Department aquatic programs to anyone and charge fees to participants for the purpose of meeting cost recovery outlined in this policy. The fees charged to participants for instructional programs shall be established by the Appleton Parks, Recreation and Facilities Management Department (PRFMD). Daily admission fees, punch cards, and ~~annual-summer~~ pass rates are identified in this policy.

III. DISCUSSION

Aquatic instructional programs offered by the City of Appleton, as a whole, shall ~~recover at least 50% of the operating costs of those programs through a user fee charged to each participant follow the cost recovery model noted in the Recreation Program Fee Policy. for instructional programs, open swim, season passes and coupons. Those fees are identified later in this policy.~~ Residents and non-residents may purchase daily admissions, punch cards, annual-summer individual and family passes, ~~annual family passes and as well as~~ -enroll in instructional programs. Those fees are identified later in this policy.

III. DEFINITIONS

- Youth – a person aged 17 or under.
- Adult – a person ~~between the ages of~~ 18 and ~~over~~61.

- Senior – a person aged 62 or older.
- ~~Annual Summer Family~~ Pass – provides individuals and families y members with admission to any City operated open/lap swim session from January 1—December 31 during the summer pool season (first week of June- third week of August) for the year issued.
- Daily Admission – provides the individual admission to any single City operated open/lap swim session.
- Family – at least one adult and up to two adults/seniors who live together and any youth living with the adults/seniors full-time or part-time where the adults/seniors are the legal guardian of the youth.
- Instructional Program – programs include youth and adult swim lessons, First-Aid classes, CPR training, Lifeguard training, WSI training, etc.
- Operating Costs – costs directly related to the operation of the program. These costs include direct program staff, facility rental/maintenance costs, supplies and services, utilities, etc.
- Resident – a person who currently lives within the corporate city limits of the City of Appleton. Residents of communities having reciprocal agreements with the City of Appleton will also be considered residents regarding for the purpose of setting fees.
- Group: A set of individuals representing a non-profit or child- care organization.
- Twilight rate – a discounted open swim rate at Erb and Mead Pools the last two hours of open swim. for all ages on Monday through Friday and Sunday evenings.

V. PROCEDURE

A. Fees

- ~~1.~~ 1. Fees will be charged for daily admission, punch cards, annual summer individual and family passes ~~and annual family passes~~ at the rates identified in this policy.
- ~~1.2.~~ To qualify for the group rate, organizations must pre-register with the Recreation Programmer as well as sign and follow the rules and regulations acknowledgement form.
- ~~32.~~ 32. The PRFMD will establish all instructional program fees based on the operation cost guidelines, which will be reported to the Parks and Recreation Committee on a yearly basis. All instructional program fees, including non-resident fees, will be consistent with our rates as noted in our Recreation Program Fee Policy.
- ~~34.~~ 34. Any person having financial difficulties may apply for fee assistance as outlined in the Recreation Program Fee Waiver Policy.

B. Falsification of Information – If a person provides false or misleading information to obtain a lower fee amount, the person will be removed from their instructional program and/or lose their annual pool pass and all fees will be forfeited.

C. Refunds

1. A full refund will be credited for any instructional program cancelled by the City.
2. A full refund will be credited if an instructional program time, date, or location is changed by the City and the participant is unable to attend because of the change.
3. A full refund will be credited for any instructional program if the participant requests a refund prior to the start of the program. third meeting of the program. Programs with four or less meetings are refunded only if the request is made prior to the first meeting.
4. All refund requests will be credited to the individual or family account, as applicable, in the RecTrac rRegistration software program. Requests for a cash refund to original form of payment will be subject to a \$10.00 processing fee for each participant and program.
5. Refunds of \$15.00 or less will not be processed, but will automatically be credited to the individual or family account, as applicable, in the RecTrac Registration software program.
6. Annual-Summer passes and punch cards are not refundable. A lost annual-summer pass will be replaced for a \$5.00 fee. only once per year.
7. Daily pool admission fees are not refundable for any reason, including due to inclement weather.

D. Implementation

1. 1.—All fees become effective January 1, 2023.(approval date).
2. 2.—Annual-Summer individual and family passes and annual family passes purchased between January 1 and the first Thursday in May will be charged the discount rate. Annual-Summer passes purchased after the first Thursday in May will be charged the regular rate. Discounts are not available for non-residents.
3. Guidelines for Groups:
 - a. To get the group rate, organizations must contact the Recreation Programmer with PRFMD and provide the following information: name of organization and contact for visit, proof of non- profit status, date(s) and time(s) of visit(s), number of visitors (including chaperones based on the ratio chart) and complete the rules and regulation acknowledgment form.
 - b. Chaperone to Student Ratio chart

<u>3 years of age and under*</u>		<u>1:1</u>
<u>4-5 years of age**</u>		<u>1:4</u>
<u>6-8 years of age**</u>		<u>1:6</u>

*Chaperones must be in the water, **WITHIN ARM'S REACH** at all times.

Chaperones must be in the water and **IN CLOSE PROXIMITY at all times.

- c. Groups using the facility during the open swim times may be billed per admission fee with prior written approval from the Director of PRFMD or designee.
- d. A 15% administrative fee will be charged to groups requesting a bill for individual admission fees.

DAILY ADMISSION, PUNCH CARD AND ~~ANNUAL-SUMMER~~ PASS FEES*

(Effective ~~January 1, 2023~~ ~~INSERT DATE~~ ~~March 6, 2019~~)

DAILY POOL ADMISSION FEES	
ERB & MEAD POOLS	
OPEN SWIM – 3 & UNDER	FREE
OPEN SWIM – YOUTH	\$3.50 \$4.00
OPEN SWIM – ADULT	\$4.50 \$5.00
OPEN SWIM – SENIOR	\$3.50 \$4.00
NON-SWIMMING CARE GIVERS	\$1.50 \$2.00
<u>GROUP RATE- WITH PRE-REGISTRATION</u>	\$3.00
TWILIGHT RATE	%50% discount

PUNCH CARD FEES	
ERB, & MEAD & WEST POOLS	
YOUTH	\$30.00 \$40.00
ADULT	\$40.00 \$50.00
SENIOR	\$30.00 \$40.00

DAILY POOL ADMISSION FEES	
WEST POOL	
OPEN SWIM – 3 & UNDER	FREE
OPEN SWIM – YOUTH	\$3.00 \$3.00
OPEN SWIM – ADULT	\$4.00 \$4.00
OPEN SWIM – SENIOR	\$3.00 \$3.00
NON-SWIMMING CARE GIVERS	\$1.00 \$1.00

<u>SUMMER SWIM PASS</u>	<u>RESIDENT ANNUAL</u>	<u>RESIDENT DISCOUNT</u>	<u>NON- RESIDENT ANNUAL</u>
YOUTH PASS	\$55.00 \$75.00	\$40.00 \$60.00	\$80.00 \$100.00
ADULT PASS	\$75.00 \$95.00	\$55.00 \$75.00	\$110.00 \$130.00
SENIOR PASS	\$55.00 \$75.00	\$40.00 \$60.00	\$80.00 \$100.00
FAMILY OF 2 PASS	\$95.00 \$115.00	\$75.00 \$95.00	\$135.00 \$155.00
FAMILY OF 3 PASS	\$115.00 \$135.00	\$90.00 \$110.00	\$160.00 \$180.00
FAMILY OF 4 PASS	\$135.00 \$155.00	\$105.00 \$125.00	\$185.00 \$205.00
FAMILY OF 5 PASS	\$150.00 \$170.00	\$115.00 \$135.00	\$205.00 \$225.00
FAMILY OF 6 & UP PASS	\$160.00 \$180.00	\$125.00 \$145.00	\$220.00 \$240.00
REPLACEMENT (per pass)	\$5.00	\$5.00	\$5.00

*If applicable, all fees include sales tax



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

**PARKS, RECREATION & FACILITIES
MANAGEMENT**

Niki Wendt, Recreation Manager

1819 East Witzke Boulevard
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(920) 832-5572 FAX (920) 993-3103
Email – niki.wendt@appleton.org

TO: Parks and Recreation Committee

FROM: Niki Wendt

DATE: December 12, 2022

RE: Action: Request Approval of Aquatic Special Event Policy

The Parks, Recreation, and Facilities Management Department along with the City's Legal Services Office has reviewed the Aquatic Special Event Policy. Reviews were completed to ensure the policy remains current and reflects the needs of the users. In addition to updates on some of the verbiage and consistency in wording throughout the policy the following changes have been made:

- Removal of the \$500 deposit at time of reservation as we do not feel this is necessary.
- Rental fees were increased to reflect inflation over the past couple of years.

Our department requests approval of the updates which will go into effect January 1, 2023.

Please contact me at 832-5572 or at niki.wendt@appleton.org with any questions.

CITY OF APPLETON POLICY		TITLE: AQUATIC SPECIAL EVENT POLICY
ISSUE DATE: Day of Council Adoption	LAST UPDATE: October 31, 2017 December 2022	TEXT NAME: J:\Recreation\Administration\ Policies\Aquatic Policies
POLICY SOURCE: Appleton Parks, Recreation & Facilities Management Department	AUDIENCE: The Public and Employees	TOTAL PAGES: 7
Reviewed by Legal Services Date: December 5, 2022	Parks and Recreation Committee Approval Date:	Council Approval Date:

I. PURPOSE

The purpose of this policy is to provide a procedure to equitably regulate space and administer user fees for special events which occur at City owned pool facilities by private and/or non-profit groups or organizations other than the City of Appleton.

II. POLICY

It is the policy of the city of Appleton to allow for the City’s pool facilities to be rented pursuant to the terms of this policy.

III. DISCUSSION

It is recognized that special events of all sizes often bring benefits to the community. At the same time, the City must have sufficient notice prior to a special event so the City can evaluate the potential impact the event might have on resources of City departments, City owned properties and facilities, and ultimately on the public. Because events have unique characteristics with different potential impacts on City services, the issuance of a special events license is considered on a case-by-case basis and in accordance with this policy.

For licensing purposes there are three categories of special events: (i) Small Events, which are events with an anticipated attendance of under 1,000 people, (ii) Large Events, which are events with an anticipated attendance of between 1,000 and 5,000 people, and (iii) Significant Events, which are events with an anticipated attendance of over 5,000 people. Events may take place on one day or for multiple days.

The event category plus the number of days the event will occur will determine (i) the fee for the event, (ii) the license application deadline, and (iii) any other minimum resources required for the event.

IV. DEFINITIONS

Anticipated attendance means an objective estimate made by an applicant of the total number of people who will attend a special event.

Applicant means the person applying for the special event license.

Days means calendar days.

Event category means the size of the event, either a Small Event, Large Event or Significant Event.

Large Event means a special event with an anticipated attendance of between 1,000 and 5,000 people.

License means the license issued by the City Clerk to the applicant for the special event.

Multiple day event means a special event that occurs on more than one day, where the days are consecutive or at a consistent interval (e.g., an event occurring on a consecutive Saturday and Sunday or an event occurring every other Tuesday), and at the same location. One special event license will be issued for a multiple day event.

Normal and ordinary use means the way City owned property should normally and ordinarily be used, as established by the department that of jurisdiction (e.g., a ball diamond complex's normal and ordinary use is for baseball/softball games, a public streets normal and ordinary use is for vehicular traffic, a sidewalks normal and ordinary use is for pedestrian use). Whether an event is considered within the normal and ordinary use of the property is determined by the City department that maintains jurisdiction over the property.

Significant event means a special event with an anticipated attendance of over 5,000 people.

Single day event means a special event that does not meet the definition of a multiple day event.

Small event means a special event with an anticipated attendance of under 1,000 people.

Special event means any planned occurrence in the public right-of-way or on public property including, but not limited to, parades, gatherings, festivals and athletic events, which are not within the normal and ordinary use of that place or which, by the nature of the event, may have a greater impact on City services or resources than would have occurred had the event not taken place. Whether the event is considered within the normal and ordinary use of the public facility or property shall be determined by the City department that maintains jurisdiction over the property. A special event may be a single day event or a multiple day event.

Special Event License Application Form means the application available from the City Clerk that must be approved by the City Clerk on the recommendation of the Special Events Committee in order to obtain a license to hold a special event.

Special Events Committee means the committee comprised of City employees representing the following City departments: Community and Economic Development, Health, Human

Resources, Fire, Legal Services, Parks, Recreation and Facility Management, Police, Public Works, and Valley Transit.

V. PROCEDURE

A. Management of Facilities

1. Erb and Mead Pools shall be managed and maintained by the Appleton Parks, Recreation and Facilities Management Department (“PRFMD”) for the benefit of the citizens of Appleton and the general public. Use shall be governed by the health and safety codes and statutes of the State of Wisconsin.
2. PRFMD reserves the right to deny special events which conflict with existing programs, use of the facilities for an event that the facilities were not intended, or which would cause undue hardship on the facility and/or surrounding area.
3. A maximum of two (2) full day/weekend multiple day special events and two (2) half day multiple day special events that, when scheduled would interfere with regularly scheduled public swimming opportunities at Erb and Mead Pools between June 1 and August 31 may be allowed. Full day and/or half day multiple day special events will not be allowed Monday-Thursday due to regular scheduled programming with the exception of a one week break around the 4th of July when swim lessons are not held.

B. Use of Facilities

1. If an event is determined to be a special event by the PRFMD, all applicants must, in addition to renting the facility from PRFMD and paying all applicable fees, complete a City of Appleton Special Event Application and obtain approval from the City of Appleton Special Event Committee for the event to occur. The applicant is responsible for all required fees during the special event application process.
2. Use of the pool facilities by private individuals or organizations for financial gain must be approved by the Common Council, by way of the Parks and Recreation Committee.
3. The sale of food or beverages will not be allowed within the confines of Erb and Mead Pools. The sale of food and beverages may occur outside of the fenced confines of the pool in an approved area by PRFMD i.e., park pavilions or suitable service area. All pertinent permits must be obtained prior to the sale of food or beverages in any City owned park property.
4. PRFMD may sell concessions during any special event from the pool concession stand. This concession stand is not available for rental to any outside group during a special event.
5. Organizations and/or groups shall be responsible for the daily clean-up of pool and park facilities as well as securing any personal or City-owned equipment at the conclusion of each day. Any additional clean-up or special services requested shall be charged to the user for actual cost plus a 15% administrative fee.

6. Organizations and/or groups renting Erb Pool shall have access to the following rooms at the facility: men's and women's locker rooms, multi-purpose room, shade pavilion, and 50-meter pool.
7. The following areas at Erb Pool are **NOT** included in the rental of the facility during Special Events: manager/guard office, concession stand, mechanical room, PRFMD equipment storage rooms, and water slides.
8. Organizations and/or groups may sell clothing, souvenirs, sporting goods, etc. within the facility if they have obtained all appropriate permits.
9. Organizations and/or groups may not charge for parking within the confinements of the park unless approved by the Common Council by way of the Parks and Recreation Committee.
10. Organizations and/or groups are in charge of maintaining parking lots and informing visitors when lots are full and to direct them to on street parking in approved areas surrounding the park and neighborhood.

C. Rental of Pool Facilities

1. The time of rentals for Special Events must be within the following hours:

Erb Pool: 7:00 a.m. – 10:30 p.m.

Mead Pool: 7:00 a.m. –10:30 p.m.

Rental requests for hours beyond these times require approval from the Common Council by way of the Parks and Recreation Committee. Pursuant to City of Appleton ordinance, all Special Event attendees are required to exit the park by 11:00 p.m.

2. Special Event rentals shall either be a full day or half day rental. Half day rentals shall occur between the hours of 7:00 am and conclude by 1:00 pm. Full day rentals shall occur between the hours of 7:00 am and conclude by 10:30 pm.
3. The special event rental fee shall include the following: All PRFMD personnel (facility managers, lifeguards, facilities management) costs, cleaning and toiletry supplies, utilities, and use of pool. PRFMD will appoint a facility manager who will be responsible for opening the facility and will remain on site for the duration of the rental. The number of lifeguards supplied by the PRFMD for the special event will be determined by the Department of Agriculture, Trade and Consumer Protection 76.23. Keys for the aquatic facilities will not be given out to renters.
4. Alcoholic beverages are not allowed in any pool facilities.
5. The use of amplified sound must be requested at the time of reservation and approved by the Director of PRFMD or their designee. Amplified sound may be used from 7:00 a.m. to 9:00 p.m. It is the responsibility of the renter to keep the amplified sound at levels that meet the Municipal Code (Chapter 12, Article IV).
6. Organizations and/or groups shall have a responsible contact person 18 years of age or older on the premises throughout the duration of their event. The renter must agree to

replace or pay for the repair/replacement of any items damaged by persons in their party during their event. The renter also agrees to pay for additional maintenance costs associated with more than normal facility maintenance caused by the rental party.

7. The City reserves the right to request a certificate of insurance from the renter of the pool facility.
8. The renter of the pool facility must agree to indemnify, defend, and hold harmless the City of Appleton, and its employees, officials, and agents from any and all liability from claims of bodily injury, property damage, or any other nature whatsoever arising out of the use of the pool facility.

D. Facility Reservation and Fees

1. Reservations for the rental of Erb and/or Mead Pool can be made up to 12 months in advance. Renters have thirty (30) days after rental of the facility to reserve any and all facilities associated with the Special Event for the following year.
2. All applications for use of an aquatic facility for a special event must be made at least sixty (60) business days prior to the reservation date requested. Applications not made before this time period will be charged an additional \$25.00 for the reservation or may be denied.
3. Event organizers will be billed upon conclusion of the event. Organizers will be billed according to the Special Event Reservation Fees part of this policy.
4. An increase of 3% per hour may occur each consecutive year from the inception of this policy to account for rising costs of personnel, goods, and supplies that the PRFMD incurs.
5. In case of cancellation of the rental by the PRFMD due to inclement weather, mechanical problems, water contamination prior to the event, etc., PRFMD will attempt to reschedule the rental or issue a full refund of all fees paid.

E. Payment Considerations

1. Failure of the renting party to comply with the rental policy will void the rental and result in the loss of all fees and may result in the renting party being charged back for all services associated with the rental.
2. Non-profit organizations within the city limits of Appleton that host a multiple full-day special event at Erb or Mead Pool shall receive a 50% discount on their event. These events shall be categorized as a large or significant event depending on the anticipated attendance.

F. Miscellaneous Provisions

1. Additional charges will be assessed to the responsible party for any damage or cleaning required after the end of the reservation. Charges assessed will be based on the current PRFMD rate.
2. A violation of this policy or the terms of use attached to the reservation form may result in denial of future reservation requests.
3. No additions, alterations, or changes to park grounds or a pool facility are allowed at any time except with the prior written approval by the Department Director or designee.
4. There is one rental per facility allowed at any given time.

G. Pool Rental Information and Closing Checklist

1. No signs are to be posted at any of the driveways, roads, or entrances to the pools unless otherwise approved by the Director of PRFMD or designee.
2. No wires, ropes, string, cords, ribbons, signs, or poles may be strung from any part of the pool.
3. No staples, duct tape, nails, tacks, or screws may be used on any walls within the pool.
4. Tables, chairs, and other furniture from the pool reservation areas may not be moved for any reason outside of the designated reservation space.
5. Renters will remove all food, decorations, and other items at the conclusion of the rental.
6. Swim equipment (i.e., lane lines, timing devices, etc.) shall be stored in designated areas approved by the Department Director or designee.

SPECIAL EVENT RENTAL FEES

FACILITY	All rental fees include the following: Lifeguards and management staff, City of Appleton equipment set-up and take down, and miscellaneous supplies	FULL DAY 7:00 a.m. to 10:30 p.m.	HALF DAY 7:00 a.m. to 1:00 p.m.
SPECIAL EVENT – ERB POOL		<i>*\$5,300.00 per full day</i>	<i>*\$800.00 per half day</i>
SPECIAL EVENT – MEAD POOL		<i>*\$2960.00 per full day</i>	<i>*\$800.00 per half day</i>
SPECIAL SERVICES (scoreboard set-up, starting blocks, electrical set-up, moving equipment, etc.)	Actual Cost +15%		

** Non-profit organizations within the city limits of Appleton that host a multiple full-day special event at Erb or Mead Pool shall receive a 50% discount on their event. These events shall be categorized as a large or significant event depending on the anticipated attendance.*

CITY OF APPLETON POLICY		TITLE: AQUATIC SPECIAL EVENT POLICY	
ISSUE DATE: Day of Council Adoption	LAST UPDATE: October 31, 2017 October 31, 2017 December 2022	TEXT NAME: J:\Recreation\Administration\ Policies\Aquatic Policies	
POLICY SOURCE: Appleton Parks, Recreation & Facilities Management Department	AUDIENCE: The Public and Employees	TOTAL PAGES: 7	
Reviewed by Legal Services Date: December 5, 2022 November 8, 2017	Parks and Recreation Committee Approval Date: November 20, 2017	Council Approval Date: December 6, 2017	

I. PURPOSE

The purpose of this policy is to provide a procedure to equitably regulate space and administer user fees for special events which occur at ~~city~~ [City](#) owned pool facilities by private and/or non-profit groups or organizations other than the City of Appleton.

II. POLICY

It is the policy of the city of Appleton to allow for the ~~city's~~ [City's](#) pool facilities to be rented pursuant to the terms of this policy.

III. DISCUSSION

It is recognized that special events of all sizes often bring benefits to the community. At the same time, the City must have sufficient notice prior to a special event so ~~that~~ the City can evaluate the potential impact the event might have on resources of City departments, City owned properties and facilities, and ultimately on the public. Because events have unique characteristics with different potential impacts on City services, the issuance of a [special events](#) license is considered on a case-by-case basis and in accordance with this policy.

For licensing purposes there are three categories of special events: (i) Small Events, which are events with an anticipated attendance of under 1,000 people, (ii) Large Events, which are events with an anticipated attendance of between 1,000 and 5,000 people, and (iii) Significant Events, which are events with an anticipated attendance of over 5,000 people. Events may take place on one day or for multiple days.

The event category plus the number of days the event will occur will determine (i) the fee for the event, (ii) the license application deadline, and (iii) any other minimum resources required for the event.

IV. DEFINITIONS

Anticipated attendance means an objective estimate made by an applicant of the total number of people who will attend a special event.

Applicant means the person applying for the special event license.

Days means calendar days.

Event category means the size of the event, either a Small Event, Large Event or Significant Event.

Large Event means a special event with an anticipated attendance of between 1,000 and 5,000 people.

License means the license issued by the City Clerk to the applicant for the special event.

Multiple day event means a special event that occurs on more than one day, where the days are consecutive or at a consistent interval (e.g., an event occurring on a consecutive Saturday and Sunday or an event occurring every other Tuesday), ~~at the same start and end time~~ and at the same location. One special event license will be issued for a multiple day event.

Normal and ordinary use means the way City owned property should normally and ordinarily be used, as established by the department that of jurisdiction (e.g., a ball diamond complex's normal and ordinary use is for baseball/softball games, a public streets normal and ordinary use is for vehicular traffic, a sidewalks normal and ordinary use is for pedestrian use). Whether an event is considered within the normal and ordinary use of the property is determined by the City department that maintains jurisdiction over the property.

Significant event means a special event with an anticipated attendance of over 5,000 people.

Single day event means a special event that does not meet the definition of a multiple day event.

Small event means a special event with an anticipated attendance of under 1,000 people.

Special event ~~or event~~ means any planned occurrence in the public right-of-way or on public property including, but not limited to, parades, gatherings, festivals and athletic events, which are not within the normal and ordinary use of that place or which, by the nature of the event, may have a greater impact on City services or resources than would have occurred had the event not taken place. Whether the event is considered within the normal and ordinary use of the public facility or property shall be determined by the City department that maintains jurisdiction over the property. A special event may be a single day event or a multiple day event.

Special Event License Application Form ~~or application~~ means the application available from the City Clerk that must be approved by the City Clerk on the recommendation of the Special Events Committee in order to obtain a license to hold a special event.

Special Events Committee ~~or Committee~~ means the committee comprised of City employees representing the following City departments: Community and Economic Development, Health,

Human Resources, Fire, Legal Services, Parks, Recreation and Facility Management, Police, Public Works, and Valley Transit.

V. PROCEDURE

A. Management of Facilities

1. Erb and Mead Pools shall be managed and maintained by the Appleton Parks, Recreation and Facilities Management Department (“APRFMD”) for the benefit of the citizens of Appleton and the general public. Use shall be governed by the health and safety codes and statutes of the State of Wisconsin.
2. APRFMD reserves the right to deny special events which conflict with existing programs, use of the facilities for an event that the facilities were not intended, or which would cause undue hardship on the facility and/or surrounding area.
3. A maximum of two (2) full day/weekend multiple day special events and two (2) half day multiple day special events that, when scheduled would interfere with regularly scheduled public swimming opportunities at Erb and Mead Pools between June 1 and August 31 may be allowed. Full day and/or half day multiple day special events will not be allowed Monday-Thursday due to regular scheduled programming with the exception of a one week break around the 4th of July ~~that when~~ swim lessons ~~is are~~ not held.

B. Use of Facilities

1. If an event is determined to be a special event by the APRFMD, all applicants must in addition to renting the facility from APRFMD and paying all applicable ~~complete~~ fees, complete a City of Appleton Special Event Application and obtain approval from the City of Appleton Special Event Committee for the event to occur. The applicant is responsible for all required fees during the special event application process.
2. Use of the pool facilities by private individuals or organizations for financial gain must be approved by the Common Council, by way of the Parks and Recreation Committee.
3. The sale of food or beverages will not be allowed within the confines of Erb and Mead Pools. ~~The sale of food and beverages must may~~ occur outside of the fenced confines of the pool in an approved area by APRFMD i.e. park pavilions or suitable service area. All pertinent permits must be obtained prior to the sale of food or beverages in any City owned park property.
4. APRFMD may sell concessions during any special event from the pool concession stand. This concession stand is not available for rental to any outside group during a special event.
5. Organizations and/or groups shall be responsible for the daily clean-up of pool and park facilities as well as securing any personal or City-owned equipment at the conclusion of each day. Any additional clean-up or special services requested shall be charged to the user for actual cost plus a 15% administrative fee.

6. Organizations and/or groups ~~whom are~~ renting Erb Pool shall have access to the following rooms at the facility: men's and women's locker rooms, ~~designated storage area on southwest area of maintenance building,~~ multi-purpose room ~~(oasis),_ and eabanashade pavilion,~~ and 50-meter pool.
7. The following areas at Erb Pool are **NOT** included in the rental of the facility during Special Events: manager/guard office, concession stand, mechanical room, ~~APRFMD~~ equipment storage rooms, ~~leisure pool~~ and water slides.
8. Organizations and/or groups may sell clothing, souvenirs, sporting goods, etc. within the facility if they have obtained all appropriate permits.
9. Organizations and/or groups may not charge for parking within the confinements of the park unless approved by the Common Council by way of the Parks and Recreation Committee.
10. Organizations and/or groups are in charge of maintaining parking lots and informing visitors when lots are full and to direct them to on street parking in approved areas surrounding the park and neighborhood.

C. Rental of Pool Facilities

1. The time of rentals for Special Events must be within the following hours:

Erb Pool: 7:00 a.m. – 10:30 p.m.

Mead Pool: 7:00 a.m. –10:30 p.m.

Rental requests for hours beyond these times require approval from the Common Council by way of the Parks and Recreation Committee. Pursuant to City of Appleton ordinance, all Special Event attendees are required to exit the park by 11:00 p.m.

2. Special Event rentals shall either be a full day or half day rental. Half day rentals shall occur between the hours of 7:00 am and conclude by 1:00 pm. Full day rentals shall occur between the hours of 7:00 am and conclude by 10:30 pm.
3. The special event rental fee shall include the following: All ~~APRFMD~~ personnel (facility managers, lifeguards, facilities management) costs, cleaning and toiletry supplies, utilities, and use of pool. ~~APRFMD~~ will appoint a facility manager who will be responsible for opening the facility and will remain on site for the duration of the rental. ~~APRFMD~~ The number of lifeguards supplied by the ~~APRFMD~~ for the special event will be determined by the Department of Agriculture, Trade and Consumer Protection 76.23. Keys for the aquatic facilities will not be given out to renters.
4. Alcoholic beverages are not allowed in any pool facilities.
5. The use of amplified sound must be requested at the time of reservation and approved by the Director of ~~APRFMD~~ or his/her/their designee. Amplified sound may be used from 7:00 a.m. to 9:00 p.m. It is the responsibility of the renter to keep the amplified sound at levels that meet the ~~Health Department regulations~~ Municipal Code (Chapter 12, Article IV).

6. Organizations and/or groups shall have a responsible contact person 18 years of age or older on the premises throughout the duration of their event. The renter must agree to replace or pay for the repair/replacement of any items damaged by persons in their party during their event. The renter also agrees to pay for additional maintenance costs associated with more than normal facility maintenance caused by the rental party.
7. The City reserves the right to request a certificate of insurance from the renter of the pool facility.
8. The renter of the pool facility must agree to indemnify, ~~defend~~ defend, and hold harmless the City of Appleton, and its employees, officials, and agents from any and all liability from claims of bodily injury, property damage, or any other nature whatsoever arising out of the use of the pool facility.

D. Facility Reservation and Fees

~~1.~~ Reservations for the rental of Erb and/or Mead Pool can be made up to 12 months in advance. Renters have thirty (30) days after rental of the facility to reserve any and all facilities associated with the Special Event for the following year. ~~For 2018, renters from 2016 will be given first opportunity to schedule a Special Event since no events were allowed in 2017 due to park and pool construction.~~

1.

2. All applications for use of an aquatic facility for a special event must be made at least sixty (60) business days prior to the reservation date requested. Applications not made before this time period will be charged an additional \$25.00 for the reservation or may be denied.

~~3. Organizations/groups that have reserved pool facilities for special events shall have thirty (30) days after the date of the special event to reserve the facility for the next year. After thirty (30) days, APRFMD will make the facility available to other interested parties.~~

~~4.3~~ A deposit of \$500 must be made at the time of the reservation for each Special Event. Event organizers will be billed upon conclusion of the event, ~~and have the \$500 deposit applied to their account balance.~~ Organizers will be billed according to the Special Event Reservation Fees part of this policy.

~~5.4~~ An increase of 3% per hour may occur each consecutive year from the inception of this policy to account for rising costs of personnel, goods, and supplies that the APRFMD incurs.

~~6.5~~ In case of cancellation of the rental by the APRFMD due to inclement weather, mechanical problems, water contamination prior to the event, etc., APRFMD will attempt to reschedule the rental or issue a full refund of all fees paid.

E. Payment Considerations

1. Failure of the renting party to comply with the rental policy will void the rental and result in the loss of all ~~fees, and~~ fees and may result in the renting party being charged back for all services associated with the rental.

2. Non-profit organizations within the city limits of Appleton that host a multiple full-day special event at Erb or Mead Pool shall receive a 50% discount on their event. These events shall be categorized as a large or significant event depending on the anticipated attendance.

F. Miscellaneous Provisions

1. Additional charges will be assessed to the responsible party for any damage or cleaning required after the end of the reservation. Charges assessed will be based on the current ~~A~~PRFMD rate.
2. A violation of this policy or the terms of use attached to the reservation form may result in denial of future reservation requests.
3. No additions, alterations, or changes to park grounds or a pool facility are allowed at any time except with the prior written approval by the Department Director or designee.
4. There is one rental per facility allowed at any given time.

G. Pool Rental Information and Closing Checklist

1. No signs are to be posted at any of the driveways, roads, or entrances to the pools unless otherwise approved by the Director of ~~A~~PRFMD or designee.
2. No wires, ropes, string, cords, ribbons, ~~signs~~signs, or poles may be strung from any part of the pool.
3. No staples, duct tape, nails, tacks, or screws may be used on any walls within the pool.
4. Tables, chairs and other furniture from the pool reservation areas may not be moved for any reason outside of the designated reservation space.
5. Renters will remove all food, ~~decorations~~decorations, and other items at the conclusion of the rental.
6. Swim equipment (i.e. lane lines, timing devices, etc.) shall be stored in designated areas approved by the Department Director or designee.

SPECIAL EVENT RENTAL FEES

FACILITY	All rental fees include the following: Lifeguards and management staff, City of Appleton equipment set-up and take down, and miscellaneous supplies	FULL DAY 7:00 a.m. to 10:30 p.m.	HALF DAY 7:00 a.m. to 1:00 p.m.
SPECIAL EVENT – ERB POOL		*\$5,150 Per Full Day <u>*\$5,300.00 per full day</u>	\$775 Per Half Day <u>*\$800.00 per half day</u>
SPECIAL EVENT – MEAD POOL		*\$2,875 Per Full Day <u>*\$2960.00 per full day</u>	\$775 Per Half Day <u>*\$800.00 per half day</u>
SPECIAL SERVICES (scoreboard set-up, starting blocks, electrical set-up, moving equipment, etc.)	Actual Cost +15%		

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** Non-profit organizations within the city limits of Appleton that host a multiple full-day special event at Erb or Mead Pool shall receive a 50% discount on their event. These events shall be categorized as a large or significant event depending on the anticipated attendance.*



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

**PARKS, RECREATION & FACILITIES
MANAGEMENT**

Niki Wendt, Recreation Manager

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

TO: Parks and Recreation Committee

FROM: Niki Wendt

DATE: December 12, 2022

RE: Action: Request Approval of Pool Rental, Reservation, and General Use Policy

The Parks, Recreation, and Facilities Management Department along with the City's Legal Services Office has reviewed the Pool Rental, Reservation, and General Use Policy. In addition to some of the verbiage and consistency in wording throughout the policy being addressed the following changes are reflected:

- Removal of specific hours for private rentals as times change from year to year. Instead we refer them to the open rental times noted on our website.
- We removed all information about rental options for West Pool as we no longer offer open swim at that location.
- The timeline was changed from allowing rentals 12 months in advance to starting January 1 of the year of rental as we will now only have summer rentals since we do not do rentals at West Pool.
- The refund guidelines were changed for a cancellation to 30 days prior to the date of the rental vs. only allowing if it was re-rented to another party.
- Rental fees were increased to reflect rising cost of staffing and supplies. We also added the rates for the swim teams that utilize the pools for practice.

Our department requests approval of the updates which will go into effect January 1, 2023.

Please contact me at 832-5572 or at niki.wendt@appleton.org with any questions.

CITY OF APPLETON POLICY		TITLE: POOL RENTAL, RESERVATION AND GENERAL USE POLICY
ISSUE DATE: Day of Council Adoption	LAST UPDATE: December 2022	TEXT NAME: J:\Recreation\Administration\ Policies\Aquatic Policies
POLICY SOURCE: Appleton Parks, Recreation & Facilities Management Department	AUDIENCE: The Public and Employees	TOTAL PAGES: 6
Reviewed by Attorney’s Office Date: December 5, 2022	Parks and Recreation Committee Approval Date:	Council Approval Date:

I. PURPOSE

To provide a policy to equitably regulate space and administer user fees of pool facilities to public, private and/or community events users.

II. POLICY

It is the policy of the City of Appleton to allow for the City’s pool facilities to be rented pursuant to the terms of this policy.

III. DISCUSSION

The City of Appleton allows the City owned pool facilities to be rented for events, including, but not limited to birthday parties, social gatherings, and sporting events. All renters must agree to abide by this policy, to pay the required fee, and to indemnify the City.

IV. PROCEDURE

A. Management of Facilities

1. Erb and Mead Pools shall be managed and maintained by the Appleton Parks, Recreation and Facilities Management Department (“PRFMD”) for the benefit of the citizens of Appleton and the general public. Use shall be governed by the health and safety codes and statutes of the State of Wisconsin.
2. North, West, and East High School pools shall be managed in accordance with the agreement executed for the transfer of Badger Pool (Attachment A) between the City of Appleton and the Appleton Area School District (“AASD”).

3. Use of all three high school pools for APRFMD aquatic programs shall be coordinated through the AASD.
4. Scheduling priorities for City owned pool facilities shall be as follows:
 - a. All PRFMD programs will be the first programs scheduled.
 - b. Private and/or non-profit groups or organizations will be the last priority in scheduling.
5. PRFMD reserves the right to deny programs and/or special events which conflict with existing programs, use of the facilities for an event that the facilities were not intended, or which would cause undue hardship on the facility and/or surrounding area.
6. PRFMD reserves the right to schedule maintenance as needed at all facilities.

B. Use of Facilities

1. Pool facilities shall be used for the purpose of providing activities including, but not limited to: Instructional programs involving water, open swim (water play), lap swim, water walking, water exercise, competitive swim, and community special events.
2. Use of pool facilities by private individuals or organizations for financial gain must be approved by the Common Council, by way of the Parks and Recreation Committee.
3. Organizations and/or groups (i.e., swim teams) shall not use pool facilities during open and/or lap swim, except by written permission by the PRFMD Director or designee. Organizations and/or groups using the pool facilities during public swim hours shall not compromise the use of the facility by the general public.
4. Organizations and/or groups shall be responsible for the clean-up of pool facilities after use and shall also be responsible for putting away any personal or City-owned equipment. Organizations shall adhere to the "Pool Rental Decorating Information and Closing Checklist" found in section G.
5. Swimming shall be the priority activity in the two lap lanes at Mead Pool. Both lap lanes will be cleared for lap swimming only when three or more swimmers wish to swim at one time. These two lap lanes will be available to swimmers at all times when lap swimmers are not present. (Resolution #63-R-02, October 2, 2002)

C. Rental of Pool Facilities

1. Erb and Mead Pools may be rented for private use at the current rates. Rental rates shall be charged according to the current Fees And Charges For Aquatic Programs Policy. Fees are to be charged at the set hourly rates for rental of the facility, including the actual hourly rate for the manager and lifeguards, plus the actual hourly rate for special services and additional maintenance.

2. Rental length is two hours. The time of rental must be within the hours listed on Appleton Parks and Recreation web site. Rental requests for hours outside these times require approval from the Common Council by way of the Parks and Recreation Committee.
3. The rental of any pool facility includes use of the lobby, locker rooms, pool, and all pool amenities. The facility fee includes the scheduling of a pool manager, who opens the facility and remains at the site for the duration of the rental, and all necessary lifeguards for the event which is determined by the Agriculture, Trade and Consumer Protection (ATCP) 76.23.
4. Erb and Mead Pool's "Party Package" includes use of the shade pavilion or multi-purpose room (Erb), ten youth swim admissions, and two adult admissions. Hours for a Party Package will be included on the Appleton Parks and Recreation website.
5. Food carry-ins are allowed during rentals during open swim as long as the food is consumed in the designated areas determined by the PRFMD's Recreation Programmer or Pool Managers. No carry-in items can be brought or served in glass containers.
6. The sale of food and/or merchandise during a pool rental is prohibited unless permission is received from the Common Council by way of the Parks and Recreation Committee. No concession permits will be issued that conflict with existing concession agreements or other park uses.
7. Alcoholic beverages are not allowed in any pool facilities.
8. The use of amplified sound must be requested at the time of reservation and approved by the Director of PRFMD or his/her designee. Amplified sound is allowed between the hours of 7:00 a.m. - 9:00 p.m. It is the responsibility of the renter to keep the amplified sound at levels that meet the Municipal Code (Chapter 12, Article IV).
9. Swim teams renting the pool for swim practices may provide their own State of Wisconsin approved certified lifeguards. The guards must be pre-approved by the Director or designee of PRFMD. A certificate of insurance naming the City of Appleton as additional insured must be provided by the renter when providing their own lifeguards.
10. The renter must be present during the entire rental and agrees to replace or pay for the repair/replacement of any items damaged by persons in their party. The renter also agrees to pay for additional maintenance costs associated with more than normal facility maintenance caused by the rental party.
11. The City reserves the right to request a certificate of insurance from the renter of the pool facility.

12. The renter of the pool facility must agree to indemnify, defend, and hold harmless the City of Appleton, and its employees, officials, and agents from any and all liability from claims of bodily injury, property damage, or any other nature whatsoever arising out of the use of the pool facility.

D. Facility Reservation and Payment of Rental Fees

1. The individual renting Erb or Mead Pool must be at least 18 years of age. Reservations for the rental of Erb and/or Mead Pool can be made starting January 1 of the year of rental.
2. Applications for facility reservations must be made at least:
 - Private rentals: 14 days prior to the reservation date requested
 - Party Package: five (5) business days prior to the reservation date requested.Applications not made before this time period will be charged an additional \$25.00 for the reservation or may be denied.
3. Fees must be paid in full five (5) business days from the date the reservation was made.
4. A full refund of the rental fee for a cancellation of a reservation 30 days prior to the date of the rental. A \$10.00 charge will be assessed to all refunds.

In case of cancellation of the rental by the PRFMD due to inclement weather, mechanical problems, water contamination prior to the event, etc., PRFMD will attempt to reschedule the rental or issue a full refund.

E. Payment Considerations

1. Failure of the renting party to comply with the rental policy will void the rental and result in the loss of all fees and may result in the renting party being charged back for all services associated with the rental.

F. Miscellaneous Provisions

1. Additional charges will be assessed to the renting party for any damage or cleaning required after the end of the reservation. These charges will be assessed based on the City's regular time and material rates.
2. A violation of this policy or the terms of use attached to the reservation form may result in denial of future reservation requests.
3. No additions, alterations, or changes to park grounds or a pool facility are allowed at any time except with the prior written approval by the Department Director or designee.
2. There is one rental per facility allowed at any given time.

G. Pool Rental Decorating Information and Closing Checklist

1. No signs are to be posted at any of the driveways, roads, or entrances to the pools or parks.
2. No wires, ropes, string, cords, ribbons, signs, or poles may be strung from any part of the pool reservation areas.
3. No staples, duct tape, nails, tacks, or screws may be used on any walls within the pool reservation areas.
4. Tables, chairs, and other furniture from the pool reservation areas may not be moved for any reason outside of the designated reservation space.
5. Renters will wipe down tables, counter tops, and chair seats with a wet washcloth and disinfectant at the conclusion of the rental (*supplies will be provided*).
6. Renters will spot mop any spills on flooring material.
7. Renters will remove all food, decorations, and other items at the conclusion of the rental.
8. Swim equipment (i.e. lane lines, timing devices, etc.) shall be stored in designated areas approved by the Department Director or designee.

RENTAL FEES

	RENTAL FEE – WITH LIFEGUARDS (per hour)
POOL FACILITY/SERVICE	Effective: January 1, 2023
ERB POOL 50 METER <i>(includes use of slides)</i>	*\$175
ERB POOL LEISURE POOL <i>(includes use of slides)</i>	*200
ERB POOL SHADE PAVILION PARTY PACKAGE	\$135 FOR 3 HOURS
ERB POOL MULTI PURPOSE ROOM PARTY PACKAGE	\$150 FOR 3 HOURS
MEAD POOL	*\$225
MEAD POOL PARTY PACKAGE	\$135 FOR 3 HOURS
SPECIAL SERVICES	Actual Cost +15%

NOTE: These rental fees do not include special events (i.e. swim meets). Separate agreements will be developed for all special events taking place at City of Appleton pools.

**When patron load is expected to exceed 236 patrons, one lifeguard shall be provided for each additional 100 patrons at the cost of \$25.00 per hour*

POOL FACILITY/SERVICE	RENTAL FEE (per hour)
SWIM PRACTICE FEES	Effective: January 1, 2023
ERB POOL 50 METER	*\$75.00 without lifeguards
ERB POOL 50 METER	\$100.00 with lifeguards
MEAD POOL 25 YARD	*\$50.00 without lifeguards
MEAD POOL 25 YARD	\$75.00 with lifeguards

**See Section C: Rental of Pool Facilities #12*

MEMORANDUM OF UNDERSTANDING

BADGER POOL AT APPLETON WEST HIGH SCHOOL TRANSFER OF OWNERSHIP AND CONTINUED USE AGREEMENT

I. THE PARTIES

- 1.01 The City of Appleton, a Wisconsin municipal corporation, doing business at 100 N. Appleton Street, Appleton, Wisconsin ("City").
- 1.02 The Appleton Area School District, a Wisconsin school district, maintaining administrative offices at 10 College Avenue, Suite 214, Appleton, WI 54911 ("District").

II. THE RECITALS

WHEREAS,

- 2.01 The City currently owns a swimming pool facility commonly referred to as Badger Pool ("Facility"). The Facility is situated on land owned by the District and located at Appleton West High School, 610 N. Badger Avenue, City of Appleton, Outagamie County, Wisconsin.
- 2.02 For many years the City and the District have been subject to a cooperative use agreement wherein both parties used the Facility to their benefit. In addition to the cooperative use of the Facility, the City and the District have enjoyed the cooperative use of swimming pool facilities at North and East High Schools. Hereafter the Badger swimming pool facility and the swimming pool facilities at North and East High Schools, as well as any future pools constructed by the District during the term of this agreement, shall be collectively referred to as "all District pools".
- 2.03 The City and the District have come to the conclusion that it is in the best interests of both parties to transfer ownership of the Facility from the City to the District while still maintaining an agreement allowing both parties to jointly use the Facility for their respective programs.
- 2.04 It remains the intent of both the City and the District, through a cooperative effort, to maintain the greatest possible usage of the Facility by the entire citizenry.
- 2.05 It is understood by the parties to this Agreement that the City's usage of all District pools is contingent upon the conditions of this Agreement, that this Agreement replaces any previous agreements and that there are no agreements, terms or conditions, stated or written, beyond those set forth in this agreement.

III. THE AGREEMENT

NOW, THEREFORE, it is agreed between the parties as follows:

- 3.01 The recitals are hereby made a part of the Agreement.
- 3.02 The City, in exchange for One Dollar (\$1.00) and other good and valuable consideration, shall transfer to the District ownership of the Facility, including its fixtures and personal property not removed by the City prior to the transfer, effective as of January 1, 2006.
- 3.03 The District, in consideration for receiving this asset from the City, does grant to the City the right to future use of all District pools, including the Facility, subject to the terms of this Agreement.
- 3.04 Upon transfer, physical control and ownership of the Facility shall rest solely with the District.
- 3.05 Scheduling. The District and the City shall meet on or before the fifteenth day of May of each year to establish a use schedule for all District pools for the forthcoming year (period running from August 1 to July 31 of the following year). The District shall schedule the use of all District pools according to the following priorities:
- 3.06.1 All District sponsored programs will be the first programs scheduled at all District pools.
- 3.06.2 All City programs will be the second programs scheduled at all District pools. The City, at its sole discretion, shall be entitled to schedule a reasonable amount of programming consistent with the amount and types of programming it has historically offered at the District pools.
- 3.06.3 Any third party shall only be permitted to reserve a pool subject to this agreement after the City has scheduled its programming and if the particular pool is available.
- 3.06 Rescheduling. If a previously scheduled City program must be rescheduled on one or more dates due to the District, or a third party, requiring use of the particular pool at the same time, the City shall be reimbursed by the District for administrative expenses incurred in notifying program participants of the cancellation and rescheduling of a program date. During such time under this Agreement that the City is paying rent to the District, the City shall have the option of deducting expenses incurred under this section from future rental payments to the District. The City shall provide the District with an itemized statement of the expenses resulting in the deduction. Alternatively, the City may provide the District with an itemized invoice of expenses incurred under this section and the District shall reimburse the City within thirty days of receipt of the invoice.
- 3.07 Rent. The District Acknowledges that it is receiving a valuable asset from the City and, at the same time, is assuming operational, capital and other costs associated with running the

Facility. The parties have in good faith negotiated the value of this transfer and agree that the City shall receive a twenty-five percent (25%) discount on the rental rate for all District pools for the term of this agreement. The base rate charged to the City, prior to being discounted, shall be the same as the rate charged to non-profit agencies.

- 3.08 No rental, lease, use or other costs, other than those mentioned herein, shall be charged to the City for use of all District pools during the term of this Agreement.
- 3.09 The District shall be responsible for all utility, custodial and maintenance staff expenses, repairs and capital improvements required by the Facility after January 1, 2006.
- 3.10 The City shall be responsible for providing program personnel at those times that it is using the District pools for its programs.
- 3.11 Term. This Agreement shall have an initial term of fifteen (15) years, commencing January 1, 2006. Thereafter, this agreement shall automatically renew for five year periods unless either party notifies the other, in writing, at least ninety days prior to the term's expiration, of its desire to not renew the agreement or of its desire to renegotiate certain terms thereof.

IV. SEVERABILITY CLAUSE

- 4.01 In the event that any part of this agreement is found to be illegal, it shall be stricken from the Agreement and the Agreement interpreted as if that clause did not exist. This Agreement shall not be construed to modify, replace or in any way amend any terms of the lease between Lessee and the City.

V. INDEMNIFICATION

- 5.01 The District agrees to indemnify, defend and hold harmless the City of Appleton and its officers, officials, employees and agents from and against any and all liability, loss, damage, expenses, costs, including attorney's fees, arising out of the use of the Facility, caused in whole or in part by any negligent act or omission of the District, anyone directly or indirectly employed by any of them or anyone whose acts any of them may be liable, except where caused by the sole negligence or willful misconduct of the City.

IN WITNESS WHEREOF, the parties have caused the foregoing instrument to be executed in three (3) original counterparts on this 3 day of APRIL, 2006.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

APPLETON AREA SCHOOL DISTRICT

Attest: *Vicky K. Siegmann*
Printed Name: Vicky K. Siegmann

By: *Todd Gray*
Printed Name: Todd Gray
Title: Asst. Sup. of Business & Personnel Svcs

Attest: _____

By: _____

CITY OF APPLETON

Attest: *Jamie L. Sova*
Printed Name: Jamie L. Sova

By: *Timothy M. Hanna*
Timothy M. Hanna, Mayor

Attest: *Mary Wendell 5-3-06*
Printed Name: Mary Wendell

By: *Cynthia I. Hesse*
Cynthia I. Hesse, City Clerk

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

Approved as to form:

Lisa A. Maertz
Lisa A. Maertz, Finance Director

James P. Walsh
James P. Walsh, City Attorney

CITY OF APPLETON POLICY		TITLE: POOL RENTAL, RESERVATION AND GENERAL USE POLICY	
ISSUE DATE: Day of Council Adoption	LAST UPDATE: January 18, 2017 <u>December 2022</u>	TEXT NAME: J:\Recreation\Administration\ Policies\Aquatic Policies	
POLICY SOURCE: Appleton Parks, Recreation & Facilities Management Department	AUDIENCE: The Public and Employees	TOTAL PAGES: <u>64</u>	
Reviewed by Attorney's Office Date: December 5, 2022 <u>October 6, 2016</u>	Parks and Recreation Committee Approval Date: <u>January 23, 2017</u>	Council Approval Date: February 1, 2017	

I. PURPOSE

To provide a policy to equitably regulate space and administer user fees of pool facilities to public, private and/or community events users.

II. POLICY

It is the policy of the ~~city~~City of Appleton to allow for the ~~city's~~City's pool facilities to be rented pursuant to the terms of this policy.

III. DISCUSSION

The ~~city~~City of Appleton allows the ~~city~~City owned pool facilities to be rented for events, including, but not limited to birthday parties, social gatherings, and sporting events. -All renters must agree to abide by this policy, to pay the required fee, and to indemnify the ~~city~~City.

~~IV.~~ DEFINITIONS

~~V.~~IV. PROCEDURE

A. Management of Facilities

~~1.~~ Erb and Mead Pools shall be managed and maintained by the Appleton Parks, Recreation and Facilities Management Department ("APRFMD") for the benefit of the citizens of Appleton and the general public. Use shall be governed by the health and safety codes and statutes of the State of Wisconsin.

1.

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2. North, West, and East High School pools shall be managed in accordance with the agreement executed for the transfer of Badger Pool (Attachment A) between the City of Appleton and the Appleton Area School District (“AASD”).
3. Use of all three high school pools for APRFMD aquatic programs shall be coordinated through the AASD.
4. Scheduling priorities for ~~city~~ City owned pool facilities shall be as follows:
 - a. All APRFMD programs will be the first programs scheduled.
 - b. Private and/or non-profit groups or organizations will be the last priority in scheduling.
5. APRFMD reserves the right to deny programs and/or special events which conflict with existing programs, use of the facilities for an event that the facilities were not intended, or which would cause undue hardship on the facility and/or surrounding area.
6. APRFMD reserves the right to schedule maintenance as needed at all facilities.

B. Use of Facilities

1. Pool facilities shall be used for the purpose of providing activities including, but not limited to:- Instructional programs involving water, open swim (water play), lap swim, water walking, water exercise, competitive swim, and community special events.
2. Use of ~~the~~ pool facilities by private individuals or organizations for financial gain must be approved by the Common Council, by way of the Parks and Recreation Committee.
3. Organizations and/or groups (i.e., swim teams) shall not use pool facilities during open and/or lap swim, except by written permission by the APRFMD Director or designee. Organizations and/or groups using the pool facilities during public swim hours shall not compromise the use of the facility by the general public.
4. Organizations and/or groups shall be responsible for the clean-up of pool facilities after use and shall also be responsible for putting away any personal or City-owned equipment. Organizations shall adhere to the “Pool Rental Decorating Information and Closing Checklist” found in section G.
5. Swimming shall be the priority activity in the two lap lanes at Mead Pool. -Both lap lanes will be cleared for lap swimming only when three or more swimmers wish to swim at one time. These two lap lanes will be available to swimmers at all times when lap swimmers are not present. (Resolution #63-R-02, October 2, 2002)

C. Rental of Pool Facilities

- ~~1.~~ Erb and Mead Pools may be rented for ~~private~~ exclusive use at the current rates. Rental rates shall be charged according to the current Fees And Charges For Aquatic Programs

Policy. Fees are to be charged at the set hourly rates for rental of the facility, ~~plus including~~ the actual hourly rate for the manager and lifeguards, plus the actual hourly rate for ~~the concession stand~~, special services and additional maintenance.

~~1.~~

~~2.~~

~~3. 2. The time of rental must be within the following hours:~~

~~4.~~

~~5. Erb Pool: 6:00 a.m. – 10:30 p.m.~~

~~6. Mead Pool: 7:00 a.m. – 10:30 p.m.~~

~~7.~~

~~8. Rental requests for hours beyond these times require approval from the Common Council by way of the Parks and Recreation Committee.~~

~~9.~~

~~10.2. The minimum rental length is one two hours. The time of rental must be within the hours listed on Appleton Parks and Recreation web site. Rental requests for hours outside these times require approval from the Common Council by way of the Parks and Recreation Committee, if the time is scheduled either immediately before or after a scheduled public swim session. All other rentals shall be a minimum of two hours.~~

~~11. The rental of any pool facility includes use of the lobby, locker rooms, pool, and all pool amenities. The facility fee includes the scheduling of a pool manager, who opens the facility and remains at the site for the duration of the rental, and all necessary lifeguards for the event which is determined by the Agriculture, Trade and Consumer Protection (ATCP) 76.23 Department of Health and Family Services, Wis. Admin. Code §172.05.~~

~~3.~~

~~12. The West High School pool's "Birthday Party Rental" includes the use of the lobby for one hour, one helium party balloon, two adult open swim admissions, and one birthday boy/girl admission. Open Swim admissions are paid individually. All Birthday Party Rentals at West High School's pool must immediately precede an open swim session.~~

~~Erb and Mead Pool's "Birthday Party Rental Package" includes use of the shade pavilion or multi-purpose room (Erb), ten youth swim admissions, and two adult admissions, one helium balloon, and the birthday person's name announced over the P.A. system.~~

~~5. Erb and Mead Pool's Shade Pavilion are also available for general rental. All renters must pay for the daily admission fee per participant. The time of rental will be on the following dates and times:~~

~~6.~~

~~7. Shade Pavilion: Monday Sunday: 12:00 3:00 p.m.~~

~~8. Monday Friday, Sunday: 4:00 7:00 p.m.~~

~~4. Hours for a Party Package will be included on the Appleton Parks and Recreation website.~~

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~~13.~~ Food carry-ins are allowed during ~~pool and shade pavilion~~ rentals during open swim as long as the food is consumed in the designated areas determined by the APRFMD's Recreation Programmer or Pool Managers. -No carry- in items can be brought or served in glass containers. Food carry ins must be pre-approved by the Recreation Programmer and renters agree to not carry in any form of glass into the pool or reservation areas.

5.

No inflatable toys, rafts, etc. are allowed. This does not include require life jackets

~~9-6.~~ The sale of food and/or merchandise during a pool rental is prohibited unless permission is received from the Common Council by way of the Parks and Recreation Committee. No concession permits will be issued that conflict with existing concession agreements or other park uses.

~~10.~~ Alcoholic beverages are not allowed in any pool facilities.

7.

~~11.~~ ~~11.~~ The use of amplified sound must be requested at the time of reservation and approved by the Director of APRFMD or his/her designee. All amplified sound must be shut down by is allowed between the hours of 7:00 a.m. - 9:00 p.m. It is the responsibility of the renter to keep the amplified sound at levels that meet the Health Department regulations: Municipal Code (Chapter 12, Article IV).

8.

~~14.~~ ~~12.~~ Swim teams renting the pool for swim practices may provide their own State of Wisconsin approved certified lifeguards. The guards must be pre-approved by the Director or designee of APRFMD. A certificate of insurance naming the City of Appleton as additional insured must be provided by the renter when providing their own lifeguards.

9.

~~10.~~ ~~13.~~ The renter must be present during the entire rental and agrees to replace or pay for the repair/replacement of any items damaged by persons in their party. The renter also agrees to pay for additional maintenance costs associated with more than normal facility maintenance caused by the rental party.

10.

10.

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~~14.~~ The City reserves the right to request a certificate of insurance from the renter of the pool facility.

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~~12, 15.~~ The renter of the pool facility must agree to indemnify, defend, and hold harmless the City of Appleton, and its employees, officials, and agents from any and all liability from claims of bodily injury, property damage, or any other nature whatsoever arising out of the use of the pool facility.

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D. Facility Reservation and Payment of Rental Fees

~~1.~~ The individual renting Erb or Mead Pool must be at least 18 years of age.

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Reservations for the rental of Erb and/or Mead Pool can be made up to 12 months in advance starting January 1 of the year of rental.

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~~2.~~ All applications for facility reservations must be made at least:

- ~~• Private/Exclusive rentals: 14 days prior to the reservation date requested~~
- ~~• Party Package: -five (5) business days prior to the reservation date requested.~~

Applications not made before this time period will be charged an additional \$250.00 for the reservation or may be denied.

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~~2.~~ Organizations/groups that have reserved pool facilities for special events shall have thirty (30) days after the date of the special event to reserve the facility for the next year. After thirty (30) days, APRFMD will make the facility available to other interested parties.

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3. Fees must be paid in full five (5) business days from the date the reservation was made.

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~~4.~~ A full refund of the rental fee for a cancellation of a reservation will be given if the facility can be rented to another party for the date cancelled 30 days prior to the date of the rental. A \$10.00 charge will be assessed to all refunds.

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4. In case of cancellation of the rental by the APRFMD due to inclement weather, mechanical problems, water contamination prior to the event, etc., APRFMD will attempt to reschedule the rental or issue a full refund.

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E. Payment Considerations

~~1.~~ Groups using the facilities during the open swim times may be billed per admission fee with prior written approval from the Director of APRFMD or designee.

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~~2.~~ A 15% administrative fee will be charged to groups requesting a bill for individual admission fees.

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~~3-1~~ Failure of the renting party to comply with the rental policy will void the rental and result in the loss of all fees, and may result in the renting party being charged back for all services associated with the rental.

F. Miscellaneous Provisions

1. Additional charges will be assessed to the renting party for any damage or cleaning required after the end of the reservation. -These charges will be assessed based on the City's regular time and material rates.
2. A violation of this policy or the terms of use attached to the reservation form may result in denial of future reservation requests.
3. No additions, alterations, or changes to park grounds or a pool facility are allowed at any time except with the prior written approval by the Department Director or designee.

~~4-2~~ There is one rental per facility allowed at any given time.

G. Pool Rental Decorating Information and Closing Checklist

1. No signs are to be posted at any of the driveways, roads, or entrances to the pools or parks.
2. No wires, ropes, string, cords, ribbons, signs, or poles may be strung from any part of the pool reservation areas.
3. No staples, duct tape, nails, tacks, or screws may be used on any walls within the pool reservation areas.
4. Tables, chairs, and other furniture from the pool reservation areas may not be moved for any reason outside of the designated reservation space.

~~5-~~ Renters will wipe down tables, counter tops, and chair seats with a wet washcloth and disinfectant at the conclusion of the rental (*supplies will be provided by the Pool Manager*).

~~5-~~

6. Renters will spot mop any spills on flooring material.
7. Renters will remove all food, decorations, and other items at the conclusion of the rental.
8. Swim equipment (i.e. lane lines, timing devices, etc.) shall be stored in designated areas approved by the Department Director or designee.

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RENTAL FEES

	RENTAL FEE – WITH LIFEGUARDS (per hour)
POOL FACILITY/SERVICE	Effective: January 1, 2023 Effective February 2, 2017
ERB POOL 50 METER <i>(includes use of slides)</i>	*\$125 *\$175
ERB POOL LEISURE POOL <i>(includes use of slides)</i>	*\$150 *200
<u>ERB POOL SHADE PAVILION PARTY PACKAGE</u>	<u>\$135 FOR 3 HOURS</u>
<u>ERB POOL SHADE PAVILION</u>	<u>\$75 FOR 3 HOURS</u>
<u>ERB POOL MULTI PURPOSE ROOM BIRTHDAY PARTY PACKAGE</u>	<u>\$110 FOR 3 HOURS</u> <u>\$150 FOR 3 HOURS</u>
<u>ERB POOL MULTI PURPOSE ROOM</u>	<u>\$110 FOR 3 HOURS</u>
MEAD POOL	**\$175 *\$225
MEAD POOL <u>BIRTHDAY PARTY PACKAGE</u>	<u>\$110 FOR 3 HOURS</u> <u>\$135 FOR 3 HOURS</u>
<u>MEAD POOL SHADE PAVILION</u>	<u>\$75 FOR 3 HOURS</u>
<u>WEST POOL BIRTHDAY PARTY</u>	<u>\$25</u>
SPECIAL SERVICES	Actual Cost + <u>150%</u>

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NOTE: These rental fees do not include special events (i.e. swim meets). Separate agreements will be developed for all special events taking place at City of Appleton pools.

*When patron load is expected to exceed 4236 patrons, one lifeguard shall be provided for each additional 100 patrons at the cost of \$250.00 per hour

**When patron load is expected to exceed 336 patrons, one lifeguard shall be provided for each additional 100 patrons at the cost of \$20.00 per hour

<u>POOL FACILITY/SERVICE</u>	<u>RENTAL FEE (per hour)</u>
<u>SWIM PRACTICE FEES</u>	<u>Effective: January 1, 2023</u>
<u>ERB POOL 50 METER</u>	<u>*\$75.00 without lifeguards</u>
<u>ERB POOL 50 METER</u>	<u>\$100.00 with lifeguards</u>
<u>MEAD POOL 25 YARD</u>	<u>*\$50.00 without lifeguards</u>
<u>MEAD POOL 25 YARD</u>	<u>\$75.00 with lifeguards</u>

*See Section C: Rental of Pool Facilities #12

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#12-R-22
Eliminate Council Parking Passes

Date: December 7, 2022

Submitted By: Ald. Hartzheim, District 13, Ald. Croatt, District 14 & Ald. Doran, District 15

Referred To: Finance Committee

Whereas, the 2023 adopted executive budget and service plan Council budget business unit 10000 line 620600 contains \$7,200 for parking ramp permits for Common Council members

And Whereas, this non-essential benefit has been reviewed, discussed, and debated for several years

And Whereas, the past discussion and debate involves differing viewpoints and includes positions that view the taxpayer funded parking ramp permit benefit as excessive

Therefore Be It Resolved, the 2023 budget is amended to completely remove the line item for parking permits in the Common Council budget and the \$7,200 is moved to the Public Works Department concrete budget business unit 17014 line 680901.



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

TO: Finance Committee
FROM: Jeri Ohman, Finance Director
DATE: December 12, 2022
RE: Request to approve resolution to terminate TIF #6

Tax Incremental Financing District (TIF) #6 was created on January 1, 2000. This District is in the southeast corner of the City, roughly bounded by Calumet St., Eisenhower, North of Midway and just west of Quest. The District spurred the development of much of the commercial and retail business located along Calumet Street and Kensington Dr. In addition, this District provided for the creation of the Southpoint Commerce Park. The base equalized value at the time it was formed was \$1,624,200. A subsequent amendment on January 1, 2008 redetermined the base value at \$7,136,400. The Equalized value on January 1, 2022 was \$175,068,300. Financially, the District has accumulated an excess fund balance of \$1,431,082 as of November 30, 2022.

The final development agreement payment was made in August 2022. Since there are no remaining project costs anticipated, and no further debt service payments, Wisconsin Statutes require the district be terminated and no further tax increments be certified after the 2022 tax roll. Per TIF Statutes, the initial step in terminating a TIF is to have a termination resolution approved by the governing body of the municipality.

As noted in the resolution, once approved, the Wisconsin Department of Revenue will be notified of the termination, a final independent audit of the District will be performed, and any excess tax increments collected will be distributed to the taxing districts.

Thank you for your consideration of this resolution. Please feel free to contact me if you have questions.

Resolution No. 2022-08

Tax Incremental District (TID) Termination Resolution
City of Appleton TID 6

WHEREAS, the City of Appleton created TID 6 on January 1, 2000, and adopted a project plan in the same year, and

WHEREAS, all TID 6 projects were completed in the prescribed allowed time; and:

WHEREAS, sufficient increment was collected as of the 2022 tax roll, payable 2023, to cover TID 6 project costs.

THEREFORE, BE IT RESOLVED, that the City of Appleton terminates TID 6; and

BE IT FURTHER RESOLVED, that the City Clerk shall notify the Wisconsin Department of Revenue (DOR), within sixty (60) days of this resolution or prior to the deadline of April 15, 2023, whichever comes first, that the TID has been terminated; and,

BE IT FURTHER RESOLVED, that the City Clerk shall sign the required DOR Final Accounting Submission Date form (PE-223) agreeing on a date by which the City shall submit final account information to DOR; and:

BE IT FURTHER RESOLVED, that the City Treasurer shall distribute any excess increment collected after providing for ongoing expenses of the TID, to the affected taxing districts with proportionate shares as determined in the final audit by the City’s auditor, CliftonLarsonAllen.

Adopted this 21st day of December 2022.

Resolution introduced and adoption moved by alderperson _____

Motion for adoption seconded by alderperson _____

On a roll call motion passed by a vote of _____ ayes to _____ nays

City of Appleton

By: _____
Jacob A. Woodford, Mayor

Attest: _____
Kami Lynch, City Clerk



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

**PARKS, RECREATION & FACILITIES
MANAGEMENT**

Dean R. Gazza, Director

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

TO: Finance Committee

FROM: Dean R. Gazza

DATE: 12/12/2022

RE: Action: Award the "AWWTP H & J-Building HVAC Upgrades Project" contract to Great Lakes Mechanical, Inc. in the amount of \$232,000 with a contingency of 12% for a project total not to exceed \$259,840.

The 2022/2023 Capital Improvement Plan includes \$1,450,000 to upgrade the HVAC systems at the Appleton Wastewater Treatment Plant. Of that amount \$625,000 has been allocated to F1 Building HVAC upgrades and the Bio-gas boilers upgrades, leaving a balance of \$825,000. Of that amount \$275,000 has been budgeted for the H&J Buildings HVAC Upgrades. Bids were opened on October 28, 2022, for the H&J Buildings HVAC Upgrades portion of the 2022/2023 AWWTP HVAC Upgrades Project.

The bids received were as follows:

Great Lakes Mechanical, Inc. (Low Bid)	\$232,000
Rhode Bros, Inc.	\$259,070
August Winter and Sons, Inc.	\$265,900

Our consulting engineer has written the City of Appleton a formal letter of recommendation to award the contract to Great Lakes Mechanical, Inc. The Parks, Recreation, and Facilities Management Department has also reviewed the bids and is in agreement with the engineer's recommendation. Therefore, we recommend awarding the contract to Great Lakes Mechanical, Inc. in the amount of \$232,000 plus a contingency of 12% only to be utilized as needed

The Parks, Recreation and Facilities Management Department recommends approving this contract. Please contact me at 832-5572 or at dean.gazza@appleton.org with any questions.



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

**PARKS, RECREATION & FACILITIES
MANAGEMENT**

Dean R. Gazza, Director

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Appleton, Wisconsin 54911-8401
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Email - dean.gazza@appleton.org

TO: Finance Committee

FROM: Dean R. Gazza

DATE: 12/12/2022

RE: Action: Request to sole source a contract to McMahon for bidding and construction related services needed to complete the 2023 Wastewater Hardscapes Improvement Project, for a contract fee of \$36,000 and a contingency of 10% to not exceed a total contract of \$39,600.

This memo is a request to sole source a contract to McMahon for bidding and construction related professional services for the 2023 Wastewater Hardscapes Improvement Project. As part of the 2022 Hardscapes project, McMahon included design for the 2023 Hardscapes project because of the continuity needed between the two phases of construction. In moving forward with the 2023 Wastewater Hardscapes Improvement Project, McMahon has provided a detailed proposal with a competitive project fee of \$36,000 to complete the bidding and construction related professional services.

The 2023 Capital Improvement Budget has allocated \$450,000 to replace the road in front of the B Building and in front of the F2 Building at the Appleton Wastewater Treatment Plant. Overall, the road replacement will include stormwater modeling, demolition, new base, new storm sewer, and new concrete pavement.

McMahon has as unsurpassed knowledge of the current hardscape infrastructure, current site conditions, and stormwater modeling from the three previous projects completed to date. Based upon McMahon's previous experience along with having already completing the design for the project, we are requesting sole sourcing 2023 Wastewater Hardscapes Improvement project bidding and construction related services to McMahon in the amount of \$36,000 with a contingency of 10% only to be utilized as needed. We believe that our choice of McMahon will ensure that the investment is fully maximized based on their past work and continued continuity throughout a highly complex and technical project.

RECOMMENDATION:

Award 2023 Wastewater Hardscapes Improvement Project professional services to McMahon in the amount of \$36,000 with a contingency of 10% only to be utilized as needed.

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

CITY OF APPLETON
Department of Public Works
MEMORANDUM

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

SUBJECT: Award of Contract

The Department of Public Works recommends that the following described work:
Unit Z-23 Watermain Reconstruction No.3

Be awarded to:

Name: Kruczek Construction Inc.
Address: 3636 Kewaunee Road
Green Bay, WI 54311

In the amount of : \$2,919,000.00
With a 5.1 % contingency of : \$150,000.00
For a project total not to exceed : \$3,069,000.00

**** OR ****

In an amount Not To Exceed : _____

Budget: \$2,900,000.00
Estimate: \$3,040,225.00
Committee Date: 12/12/22
Council Date: 12/21/22

Bid Tabulation**Z-23 Water Main Reconstruction**

12/05/2022 01:45 PM CST

Bid Item	Item Description	Quantity	Unit	Kruczek Construction Inc.		PTS Contractors, Inc	
				Unit Price	Item Total	Unit Price	Item Total
1	12" Water Main	3,200	lin. ft.	\$120.00	\$384,000.00	\$125.00	\$400,000.00
2	8" Water Main	12,000	lin. ft.	\$86.00	\$1,032,000.00	\$96.00	\$1,152,000.00
3	6" Hydrant Lead	150	lin. ft.	\$100.00	\$15,000.00	\$100.00	\$15,000.00
4	Hydrant	26	each	\$5,175.00	\$134,550.00	\$5,550.00	\$144,300.00
5	12" Gate Valve	11	each	\$4,000.00	\$44,000.00	\$4,420.00	\$48,620.00
6	8" Gate Valve	52	each	\$2,100.00	\$109,200.00	\$2,465.00	\$128,180.00
7	6" Gate Valve	26	each	\$1,500.00	\$39,000.00	\$1,750.00	\$45,500.00
8	12" Bend	12	each	\$730.00	\$8,760.00	\$845.00	\$10,140.00
9	8" Bend	74	each	\$370.00	\$27,380.00	\$455.00	\$33,670.00
10	12"x12" Cross	1	each	\$1,660.00	\$1,660.00	\$1,980.00	\$1,980.00
11	12"x8" Cross	2	each	\$1,200.00	\$2,400.00	\$1,400.00	\$2,800.00
12	8"x8" Cross	5	each	\$700.00	\$3,500.00	\$900.00	\$4,500.00
13	12"x6" Tee	3	each	\$800.00	\$2,400.00	\$985.00	\$2,955.00
14	8"x8" Tee	7	each	\$600.00	\$4,200.00	\$756.00	\$5,292.00
15	8"x6" Tee	23	each	\$525.00	\$12,075.00	\$650.00	\$14,950.00
16	12"x6" Reducer	1	each	\$485.00	\$485.00	\$640.00	\$640.00
17	8"x6" Reducer	9	each	\$300.00	\$2,700.00	\$410.00	\$3,690.00
18	8"x4" Reducer	3	each	\$300.00	\$900.00	\$400.00	\$1,200.00
19	2" Service	5	lin. ft.	\$200.00	\$1,000.00	\$200.00	\$1,000.00
20	1.5" Service	15	lin. ft.	\$150.00	\$2,250.00	\$185.00	\$2,775.00
21	1" Service	2,500	lin. ft.	\$100.00	\$250,000.00	\$103.00	\$257,500.00
22	Service Connection	290	each	\$275.00	\$79,750.00	\$830.00	\$240,700.00
23	Curb Stop	140	each	\$130.00	\$18,200.00	\$204.00	\$28,560.00
24	Curb Box	280	each	\$360.00	\$100,800.00	\$300.00	\$84,000.00
25	MJ Cap	3	each	\$140.00	\$420.00	\$1,628.00	\$4,884.00
26	Cut/Cap Watermain	50	each	\$725.00	\$36,250.00	\$790.00	\$39,500.00
27	Type "D-M" Inlet Protection	112	each	\$100.00	\$11,200.00	\$87.00	\$9,744.00
28	Type "C" Inlet	12	each	\$2,200.00	\$26,400.00	\$3,200.00	\$38,400.00
29	10" Inlet Lead	25	lin. ft.	\$110.00	\$2,750.00	\$105.00	\$2,625.00
30	7" Concrete Pedestrian Ramp	200	sq. yd.	\$82.00	\$16,400.00	\$74.00	\$14,800.00
31	5" Concrete Apron	2,600	sq. yd.	\$74.00	\$192,400.00	\$68.00	\$176,800.00
32	4" Concrete Sidewalk	90	sq. yd.	\$72.00	\$6,480.00	\$65.00	\$5,850.00
33	7" 3-Day H.E. Concrete Pavement	2,100	sq. yd.	\$88.00	\$184,800.00	\$81.00	\$170,100.00
34	8" 3-Day H.E. Concrete Pavement	265	sq. yd.	\$90.00	\$23,850.00	\$83.00	\$21,995.00
35	Concrete Curb & Gutter	100	lin. ft.	\$80.00	\$8,000.00	\$78.00	\$7,800.00
36	Truncated Dome	296	sq. ft.	\$40.00	\$11,840.00	\$42.00	\$12,432.00
37	Temporary Traffic Control	1	l.s.	\$119,000.00	\$119,000.00	\$41,543.00	\$41,543.00
38	Flowable Fill	25	cu. Yd.	\$100.00	\$2,500.00	\$126.00	\$3,150.00
39	Extra Stone Bedding	25	cu. Yd.	\$20.00	\$500.00	\$17.00	\$425.00

Total Bid:**\$2,919,000.00****\$3,180,000.00**

Bid Tabulation**Z-23 Water Main Reconstruction**

12/05/2022 01:45 PM CST

Bid Item	Item Description	Quantity	Unit	Superior Sewer and Water Inc.		Dorner Inc.	
				Unit Price	Item Total	Unit Price	Item Total
1	12" Water Main	3,200	lin. ft.	\$164.00	\$524,800.00	\$179.00	\$572,800.00
2	8" Water Main	12,000	lin. ft.	\$124.00	\$1,488,000.00	\$144.00	\$1,728,000.00
3	6" Hydrant Lead	150	lin. ft.	\$85.00	\$12,750.00	\$98.00	\$14,700.00
4	Hydrant	26	each	\$5,730.00	\$148,980.00	\$6,101.00	\$158,626.00
5	12" Gate Valve	11	each	\$4,945.00	\$54,395.00	\$4,700.00	\$51,700.00
6	8" Gate Valve	52	each	\$2,952.00	\$153,504.00	\$2,590.00	\$134,680.00
7	6" Gate Valve	26	each	\$2,070.00	\$53,820.00	\$1,794.00	\$46,644.00
8	12" Bend	12	each	\$1,464.00	\$17,568.00	\$942.00	\$11,304.00
9	8" Bend	74	each	\$945.00	\$69,930.00	\$477.00	\$35,298.00
10	12"x12" Cross	1	each	\$2,383.00	\$2,383.00	\$2,167.00	\$2,167.00
11	12"x8" Cross	2	each	\$1,914.00	\$3,828.00	\$1,515.00	\$3,030.00
12	8"x8" Cross	5	each	\$1,546.00	\$7,730.00	\$948.00	\$4,740.00
13	12"x6" Tee	3	each	\$1,634.00	\$4,902.00	\$1,050.00	\$3,150.00
14	8"x8" Tee	7	each	\$1,253.00	\$8,771.00	\$791.00	\$5,537.00
15	8"x6" Tee	23	each	\$1,121.00	\$25,783.00	\$676.00	\$15,548.00
16	12"x6" Reducer	1	each	\$1,162.00	\$1,162.00	\$606.00	\$606.00
17	8"x6" Reducer	9	each	\$877.00	\$7,893.00	\$392.00	\$3,528.00
18	8"x4" Reducer	3	each	\$1,417.00	\$4,251.00	\$377.00	\$1,131.00
19	2" Service	5	lin. ft.	\$85.00	\$425.00	\$153.00	\$765.00
20	1.5" Service	15	lin. ft.	\$75.00	\$1,125.00	\$137.00	\$2,055.00
21	1" Service	2,500	lin. ft.	\$74.00	\$185,000.00	\$110.00	\$275,000.00
22	Service Connection	290	each	\$490.00	\$142,100.00	\$319.00	\$92,510.00
23	Curb Stop	140	each	\$343.00	\$48,020.00	\$270.00	\$37,800.00
24	Curb Box	280	each	\$297.00	\$83,160.00	\$601.00	\$168,280.00
25	MJ Cap	3	each	\$449.00	\$1,347.00	\$769.00	\$2,307.00
26	Cut/Cap Watermain	50	each	\$600.00	\$30,000.00	\$1,135.00	\$56,750.00
27	Type "D-M" Inlet Protection	112	each	\$120.00	\$13,440.00	\$92.00	\$10,304.00
28	Type "C" Inlet	12	each	\$2,665.00	\$31,980.00	\$3,286.00	\$39,432.00
29	10" Inlet Lead	25	lin. ft.	\$84.00	\$2,100.00	\$175.00	\$4,375.00
30	7" Concrete Pedestrian Ramp	200	sq. yd.	\$72.00	\$14,400.00	\$86.00	\$17,200.00
31	5" Concrete Apron	2,600	sq. yd.	\$65.25	\$169,650.00	\$0.01	\$26.00
32	4" Concrete Sidewalk	90	sq. yd.	\$63.00	\$5,670.00	\$77.00	\$6,930.00
33	7" 3-Day H.E. Concrete Pavement	2,100	sq. yd.	\$78.00	\$163,800.00	\$93.00	\$195,300.00
34	8" 3-Day H.E. Concrete Pavement	265	sq. yd.	\$80.00	\$21,200.00	\$95.00	\$25,175.00
35	Concrete Curb & Gutter	100	lin. ft.	\$75.00	\$7,500.00	\$80.00	\$8,000.00
36	Truncated Dome	296	sq. ft.	\$40.00	\$11,840.00	\$42.00	\$12,432.00
37	Temporary Traffic Control	1	l.s.	\$28,000.00	\$28,000.00	\$45,568.00	\$45,568.00
38	Flowable Fill	25	cu. Yd.	\$89.00	\$2,225.00	\$92.00	\$2,300.00
39	Extra Stone Bedding	25	cu. Yd.	\$19.00	\$475.00	\$30.00	\$750.00

Total Bid:**\$3,553,907.00****\$3,796,448.00**

Bid Tabulation

Z-23 Water Main Reconstruction

12/05/2022 01:45 PM CST

Bid Item	Item Description	Quantity	Unit	Carl Bowers & Sons Const Co.		Advance Construction Inc.	
				Unit Price	Item Total	Unit Price	Item Total
1	12" Water Main	3,200	lin. ft.	\$160.00	\$512,000.00	\$168.00	\$537,600.00
2	8" Water Main	12,000	lin. ft.	\$129.00	\$1,548,000.00	\$156.00	\$1,872,000.00
3	6" Hydrant Lead	150	lin. ft.	\$115.00	\$17,250.00	\$100.00	\$15,000.00
4	Hydrant	26	each	\$6,000.00	\$156,000.00	\$5,830.00	\$151,580.00
5	12" Gate Valve	11	each	\$5,000.00	\$55,000.00	\$4,400.00	\$48,400.00
6	8" Gate Valve	52	each	\$2,900.00	\$150,800.00	\$2,450.00	\$127,400.00
7	6" Gate Valve	26	each	\$2,000.00	\$52,000.00	\$1,720.00	\$44,720.00
8	12" Bend	12	each	\$900.00	\$10,800.00	\$890.00	\$10,680.00
9	8" Bend	74	each	\$500.00	\$37,000.00	\$460.00	\$34,040.00
10	12"x12" Cross	1	each	\$2,300.00	\$2,300.00	\$2,042.00	\$2,042.00
11	12"x8" Cross	2	each	\$1,600.00	\$3,200.00	\$1,442.00	\$2,884.00
12	8"x8" Cross	5	each	\$1,000.00	\$5,000.00	\$880.00	\$4,400.00
13	12"x6" Tee	3	each	\$1,000.00	\$3,000.00	\$974.00	\$2,922.00
14	8"x8" Tee	7	each	\$800.00	\$5,600.00	\$739.00	\$5,173.00
15	8"x6" Tee	23	each	\$650.00	\$14,950.00	\$623.00	\$14,329.00
16	12"x6" Reducer	1	each	\$650.00	\$650.00	\$611.00	\$611.00
17	8"x6" Reducer	9	each	\$400.00	\$3,600.00	\$380.00	\$3,420.00
18	8"x4" Reducer	3	each	\$400.00	\$1,200.00	\$360.00	\$1,080.00
19	2" Service	5	lin. ft.	\$110.00	\$550.00	\$154.00	\$770.00
20	1.5" Service	15	lin. ft.	\$105.00	\$1,575.00	\$144.00	\$2,160.00
21	1" Service	2,500	lin. ft.	\$83.00	\$207,500.00	\$144.00	\$360,000.00
22	Service Connection	290	each	\$600.00	\$174,000.00	\$464.00	\$134,560.00
23	Curb Stop	140	each	\$400.00	\$56,000.00	\$272.00	\$38,080.00
24	Curb Box	280	each	\$200.00	\$56,000.00	\$300.00	\$84,000.00
25	MJ Cap	3	each	\$250.00	\$750.00	\$251.00	\$753.00
26	Cut/Cap Watermain	50	each	\$1,000.00	\$50,000.00	\$400.00	\$20,000.00
27	Type "D-M" Inlet Protection	112	each	\$100.00	\$11,200.00	\$120.00	\$13,440.00
28	Type "C" Inlet	12	each	\$2,800.00	\$33,600.00	\$60.00	\$720.00
29	10" Inlet Lead	25	lin. ft.	\$125.00	\$3,125.00	\$100.00	\$2,500.00
30	7" Concrete Pedestrian Ramp	200	sq. yd.	\$113.00	\$22,600.00	\$82.00	\$16,400.00
31	5" Concrete Apron	2,600	sq. yd.	\$104.00	\$270,400.00	\$75.25	\$195,650.00
32	4" Concrete Sidewalk	90	sq. yd.	\$95.00	\$8,550.00	\$73.00	\$6,570.00
33	7" 3-Day H.E. Concrete Pavement	2,100	sq. yd.	\$150.00	\$315,000.00	\$84.75	\$177,975.00
34	8" 3-Day H.E. Concrete Pavement	265	sq. yd.	\$153.00	\$40,545.00	\$86.10	\$22,816.50
35	Concrete Curb & Gutter	100	lin. ft.	\$130.00	\$13,000.00	\$82.00	\$8,200.00
36	Truncated Dome	296	sq. ft.	\$60.00	\$17,760.00	\$40.00	\$11,840.00
37	Temporary Traffic Control	1	l.s.	\$30,000.00	\$30,000.00	\$130,000.00	\$130,000.00
38	Flowable Fill	25	cu. Yd.	\$150.00	\$3,750.00	\$75.00	\$1,875.00
39	Extra Stone Bedding	25	cu. Yd.	\$30.00	\$750.00	\$40.00	\$1,000.00

Total Bid:

\$3,895,005.00

\$4,107,590.50

CONTRACT CHANGE ORDER

Change Order No. 1
 Date 12/08/22

Contract No. 63-22 for the following public work : Unit Y-22 Lead/Galvanized Water Service Replacement

between VanRite Plumbing, Inc. , 2249 HWY QQ Green Bay, WI 54311
 (Contractor Name) (Contractor Address)

and the City of Appleton dated: 5/4/2022 is hereby changed in the following particular wit:

Item No.	Account No.	Current Contract Amount	Current Contingency	C.O. Amount (+/-)	Contingency (+/-)	New Contract Total	New Contingency Total
1	53244160.640800	\$443,550.00	\$56,450.00	\$53,762.13	(\$53,762.13)	\$497,312.13	\$2,687.87
2						\$0.00	\$0.00
3						\$0.00	\$0.00
4						\$0.00	\$0.00
5						\$0.00	\$0.00
6						\$0.00	\$0.00
7						\$0.00	\$0.00
8						\$0.00	\$0.00
9						\$0.00	\$0.00
10						\$0.00	\$0.00
	Total	\$443,550.00	\$56,450.00	\$53,762.13	-\$53,762.13	\$497,312.13	\$2,687.87

Reason for Change: Additional properties were added to our 2022 program for removal and replacement of private-side lead water services. This allowed the city to fully utilize the \$500,000 we received in DNR grant funding.

The Contract Time will be (increased / decreased / unchanged) by this Change Order: unchanged Days

The Date of Completion as of the date of this Change Order therefore is: unchanged

Finance Committee Agenda Date: 12/12/22

Date approved by Council: 12/21/22

City of Appleton 2022 Write-Off List

The following accounts will be posted on the City's website and published in The Post Crescent unless they filed for bankruptcy or are confirmed deceased
Addresses shown are the last known location of the individual or business.

Type	Invoice Date	Inv or Parcel Number	Name	Address	Amount Due	Description
A/R	1/10/2020	3860	REINHART FOODSERVICE	6720 N 9TH ST, OMAHA NE 68112	250.68	TRAFFIC STANDARD DAMAGE
A/R	1/21/2020	3941	IRIS FINANCIAL SERVICES	PO BOX 91760, MILWAUKEE WI 53209	656.64	VALLY TRANSIT RIDES
A/R	1/23/2020	4010	AUTUMN ESTER SHELDON	535 SCHINDLER PL #1, MENASHA WI 54952	1106.37	TRAFFIC STANDARD DAMAGE
A/R	1/23/2020	4014	CANDY GREENGRASS	27 NEWBERRY CT, APPLETON WI 54915	236.83	TRAFFIC SIGN DAMAGE
A/R	1/23/2020	4027	JORDAN C BOS	819 W ELSIE ST #309, APPLETON WI 54914	119.96	BARRICADES FOR ACCIDENT
A/R	1/24/2020	4032	ANGELA STRASSE	E2113 MIRACLE MTN WAY, WAUPACA WI 54981	5.00	OBITUARY REQUEST
A/R	01/31/2020	4070	MELISSA LEHNER	W3163 SUNSHINE RD, FREEDOM WI 54130	5.00	OBITUARY REQUEST
A/R	01/31/2020	4071	MARK GIRARD	8712 HIBISCUS CT, CAPE CANAVERAL FL 32920	5.00	OBITUARY REQUEST
A/R	01/31/2020	4074	TOM ARCHAMBO	571 MILL ST #3, GREEN LAKE WI 54941	10.00	OBITUARY REQUEST
A/R	01/31/2020	4076	BARBARA JACKMAN	40 DYLAN CT, DILLON CO 80435	10.00	OBITUARY REQUEST
A/R	01/31/2020	4077	MARGARET KIRK-SCHUH	426 VIRGINIA ST, ANTIGO WI 54409	5.00	OBITUARY REQUEST
A/R	01/31/2020	4080	JOSH HOUSE	527 36TH ST SW, ROCHESTER MN 55902	5.00	OBITUARY REQUEST
A/R	01/31/2020	4081	JULI ARMSTRONG	659 LADERA WAY, PACIFICA CA 94044	5.00	OBITUARY REQUEST
A/R	01/31/2020	4084	VICKIE JOHNSON	PO BOX 115, CLITHERALL MN 56524	10.00	OBITUARY REQUEST
A/R	01/31/2020	4085	JAMIE POPP	2724 E MILESTONE CT, APPLETON WI 54913	16.00	OBITUARY REQUEST
A/R	02/18/2020	4215	AMANDA ANDERSON	629 W FRANKLIN ST, APPLETON WI 54911	86.27	HAZ MAT CLEANUP
A/R	02/18/2020	4216	RANDY STUCKART	114 RAUGHT ST, KAUKAUNA WI 54130	225.00	GARBAGE & ELECTRONICS COLLECTION
A/R	02/18/2020	4217	MOHAMMED MOSBAH	1128 NEVILLE AVE, GREEN BAY WI 54303	86.27	HAZ MAT CLEANUP
A/R	02/18/2020	4218	RASHARD D BUTLER	627 12TH ST, MENASHA WI 54952	86.27	HAZ MAT CLEANUP
A/R	02/18/2020	4228	RASHARD D BUTLER	627 12TH ST, MENASHA WI 54952	2794.22	TRAFFIC STANDARD DAMAGE
A/R	02/28/2020	4298	MICHAEL OBERLE	121 HOTZ CT, SHAWNO WI 54166	5.00	OBITUARY REQUEST
A/R	02/28/2020	4307	SHARIE DEMRO	1782 MID VALLEY DR, DE PERE WI 54115	5.00	OBITUARY REQUEST
A/R	02/28/2020	4308	GLORIA ERICKSON	W6060 DAHLIA DR, APPLETON WI 54915	5.00	OBITUARY REQUEST
A/R	02/28/2020	4312	TINA CHASE	38 VEGA ST APT 1, JAMESTOWN NY 14701	5.00	OBITUARY REQUEST
A/R	02/28/2020	4313	MICHELE KRIETENSTEIN	608 SORENSON AVE, EVANSVILLE IN 47712	15.00	OBITUARY REQUEST
A/R	02/28/2020	4316	ALLYSON FRANKMAN	4302 MILE HIGH DR, PROVO UT 84604	5.00	OBITUARY REQUEST
A/R	02/28/2020	4324	AVA VANDE CORPUT	4342 HILTON HEAD DR, ONEIDA WI 54155	5.00	OBITUARY REQUEST
A/R	02/28/2020	4326	HEATHER SZOZDA	2245 MARATHON AVE, NEENAH WI 54956	5.00	OBITUARY REQUEST
A/R	02/28/2020	4328	STEVEN KALINSKI	N1977 MAYFLOWER RD, APPLETON WI 54913	40.00	FINANCE NSF CHECK
A/R	03/06/2020	4370	JUDY TENNANT	508 ROSE CREEK DR, RADCLIFF KY 40160	5.00	OBITUARY REQUEST
A/R	03/13/2020	4374	RANDY STUCKART	114 RAUGHT ST, KAUKAUNA WI 54130	75.00	GARBAGE COLLECTION
A/R	03/13/2020	4411	US POSTAL SERVICE	410 W FRANKLIN ST, APPLETON WI 54911	144.74	TRAFFIC SIGN DAMAGE
A/R	03/13/2020	4415	HERTZ VEHICLES LLC	2170 S MENNHEIM RD, DES PLAINES IL 60018	9029.04	STREET LIGHT DAMAGE
A/R	03/13/2020	4416	JOSH F FLOWERS	1005 S EAST ST #108, APPLETON WI 54915	133.66	TRAFFIC SIGN DAMAGE
A/R	03/17/2020	4420	DAVID J WOLFE	44 1/2 SHERMAN PL, APPLETON WI 54911	500.00	VEHICLE FIRE FEE
A/R	03/17/2020	4423	GARY E BARGER	224 E MURRAY AVE, APPLETON WI 54915	85.81	HAZ MAT CLEANUP
A/R	03/17/2020	4427	CHAZ PAYNE	315 S KOOLS ST #3, APPLETON WI 54914	439.12	FIRE HYDRANT DAMAGE
A/R	03/17/2020	4463	NAOMI E BRICKEY	504 W IRVING AVE #B, OSHKOSH WI 54901	141.98	HAZ MAT CLEANUP
A/R	03/20/2020	4489	ASHLEY TREJO	1613 E LONGVIEW DR, APPLETON WI 54911	537.94	CITY TREE DAMAGE
A/R	05/15/2020	4664	SHAWN KAMKE	714 E FRANKLIN ST #A, APPLETON WI 54911	8208.09	TRAFFIC POLE DAMAGE
A/R	05/22/2020	4711	ERIN D WERTH	3083 GREEN MEADOW DR #1, APPLETON WI 54914	98.29	TRAFFIC SIGN DAMAGE
A/R	06/05/2020	4803	OCEAN S MALESKI	441 WOODLAND DR, WISCONSIN RAPIDS WI 54494	73.31	HAZ MAT CLEANUP
A/R	06/05/2020	4804	ANTHONY P PACK	525 W COLLEGE AVE APT 3, APPLETON WI 54911	124.98	HAZ MAT CLEANUP
A/R	06/05/2020	4808	LILLIANA SEPULVEDA	634 NINTH ST, MENASHA WI 54952	90.31	HAZ MAT CLEANUP
A/R	06/19/2020	4839	TARA WILLIAMS	801 S OLSON AVE UNIT F, APPLETON WI 54914	40.00	FINANCE NSF CHECK
A/R	06/19/2020	4844	HERMILO NAVA	3147 N LAWE ST, APPLETON WI 54913	141.98	HAZ MAT CLEANUP
A/R	07/10/2020	4941	RICHARD LANDVATTER	N160 TIMBER LINE RD, WAUPACA WI 54981	650.22	TRAFFIC SIGN DAMAGE
A/R	07/10/2020	4942	TIFFANY C CONKLE	3001 GREEN MEADOW DR #7, APPLETON WI 54914	124.98	HAZ MAT CLEANUP
A/R	07/31/2020	5026	ZACHARY A SCHMIDT	1013 W FRANKLIN ST, APPLETON WI 54914	141.98	HAZ MAT CLEANUP
A/R	08/07/2020	5061	PATRICK RHODEN	123 E COMMERCIAL ST, APPLETON WI 54911	219.92	TRAFFIC SIGN DAMAGE
A/R	08/13/2020	5103	JANIS SAVOIE	713 W MONTECITO AVE, SIERRA MADRE CA 91024	5.00	OBITUARY REQUEST
A/R	08/13/2020	5104	ERIC EMERY	10471 49TH ST NE, ALBERTVILLE MN 55301	5.00	OBITUARY REQUEST
A/R	08/13/2020	5111	LIANNE MCNEIL	3430 TYLER LN, THE DALLES OR 97058	5.00	OBITUARY REQUEST
A/R	08/13/2020	5119	ERIC CARLEEN	4 ELM COURT WEST, WINDSOR NJ 08550	5.00	OBITUARY REQUEST
A/R	08/13/2020	5120	JENNIFER LEAHY	1906 E CALUMET ST UNIT E, APPLETON WI 54915	5.00	OBITUARY REQUEST
A/R	08/13/2020	5121	CHAD THYES	7035 WILDERNESS CT, OWINGS MD 20736	5.00	OBITUARY REQUEST
A/R	08/13/2020	5122	KELLEY RUSSELL	5566 JEFFRIES CT, WESTERVILLE OH 43082	5.00	OBITUARY REQUEST
A/R	08/13/2020	5125	CATHY LOVAS	324 HANCOCK RD, HARRISVILLE NH 03450	5.00	OBITUARY REQUEST
A/R	08/21/2020	5211	R INDUSTRIES LLC	W2096 CTY RD KK, KAUKAUNA WI 54130	15.00	CEMENT FINISHER LICENSE
A/R	08/21/2020	5239	TRAVIS L SPINLER	W10358 CTY RD D, WESTBORO WI 54490	193.65	HAZ MAT CLEANUP
A/R	08/28/2020	5270	MARCELLA MEYERS	117 W ARNDT ST, FOND DU LAC WI 54935	3620.00	DAMAGE TO CITY PROPERTY
A/R	09/03/2020	5277	PAMELA PATTON	27 MONTGOMERY AVE, ROCKY HILL NJ 08553	5.00	OBITUARY REQUEST
A/R	09/03/2020	5280	BRADFORD JOHNSON	460 TWIN CREEK RD, ST LOUIS MO 63141	5.00	OBITUARY REQUEST
A/R	09/03/2020	5281	SUSANNAH BIRD	23109 ROAD J SW, MATTAWA WA 99349	15.00	OBITUARY REQUEST
A/R	09/15/2020	5314	KRISTEN BURGESS	12625 MEMORIAL DR UNIT 178, HOUSTON TX 77024	5.00	OBITUARY REQUEST
A/R	09/24/2020	5365	RANDY SANSOM	229 PONCE DE LEON AVE NE APT 2, ATLANTA GA 30308	5.00	OBITUARY REQUEST
A/R	10/14/2020	5424	ELISE HALLOCK	8876 PIONEER RD, LARSEN WI 54947	141.98	HAZ MAT CLEANUP
A/R	10/14/2020	5426	TRACY L NELSON	1315 HENDRICKS AVE, KAUKAUNA WI 54130	141.98	HAZ MAT CLEANUP
A/R	10/14/2020	5427	MEGAN ANDERSON	1524 N GRACELAND AVE, APPLETON WI 54911	73.31	HAZ MAT CLEANUP
A/R	10/14/2020	5435	MAYRA MORALES HERRERA	UNKNOWN	107.31	HAZ MAT CLEANUP
A/R	10/14/2020	5438	MARK FOSTER	1127 S EAST ST, APPLETON WI 54915	75.00	ELECTRONICS COLLECTION
A/R	10/14/2020	5453	KAYLYE B BALTHAZOR	60 BLUEMOUND CT #6, APPLETON WI 54914	2673.75	TRAFFIC STANDARD DAMAGE
A/R	10/23/2020	5582	WALKER PALECEK	9015 TEXAS SUN DR, AUSTIN TX 78748	5.00	OBITUARY REQUEST
A/R	10/23/2020	5595	DAVID FLORES	1008 WYMAN ST, NEW LONDON WI 54961	262.32	HAZ MAT CLEANUP
A/R	10/23/2020	5597	CALSA M ARNOLD	110 S BUCHANAN ST APT 4, APPLETON WI 54915	73.31	HAZ MAT CLEANUP
A/R	10/23/2020	5598	SEBRINA D MESSINA	1400 S CLARA ST, APPLETON WI 54915	90.31	HAZ MAT CLEANUP
A/R	10/30/2020	5632	JEREMY D FREY	907 W ELSIE ST, APPLETON WI 54914	2926.86	TRAFFIC SIGN DAMAGE
A/R	10/30/2020	5633	JOSHUA S LEE	808 REDDIN AVE, NEENAH WI 54956	500.00	VEHICLE FIRE FEE
A/R	10/30/2020	5654	TERRY MCNEILL	961 CIR 3832, HAWKINS TX 75765	5.00	OBITUARY REQUEST
A/R	11/20/2020	5694	STEPHANIE KNAUS	184 CAVIL WAY, DE PERE WI 54115	5.00	OBITUARY REQUEST
A/R	11/20/2020	5695	KELLY WINCENTSEN	PO BOX 1168, MEDICAL LAKE WA 99022	5.00	OBITUARY REQUEST

Type	Invoice Date	Inv or Parcel Number	Name	Address	Amount Due	Description
A/R	11/20/2020	5697	JUDITH SWELTZER	3510 BIG SUR DR, LAS VEGAS NV 89122	5.00	OBITUARY REQUEST
A/R	11/20/2020	5699	COURTNEY BEDNAROWSKI	1702 BOLTON ST 1ST FLOOR, BALTIMORE MD 21217	5.00	OBITUARY REQUEST
A/R	12/02/2020	5772	MAO LOR	857 MARQUETTE ST, MENASHA WI 54952	73.31	HAZ MAT CLEANUP
A/R	12/04/2020	5799	MERLIN R SMITS	981 HOWARD ST, GREEN BAY WI 54303	181.05	TRAFFIC SIGN DAMAGE
A/R	12/04/2020	5800	C ROMENESKO CONSTRUCTION	N3244 TWELVE CORNERS RD, APPLETON WI 54913	724.20	DAMAGED CURB BOX
A/R	12/04/2020	5824	JOSHUA ATENCIO	1101 S NICOLET RD, APPLETON WI 54914	1774.57	TRAFFIC SIGNAL DAMAGE
A/R	12/04/2020	5830	AMANDA L MATULA	PO BOX 221, KAUKAUNA WI 54130	141.98	HAZ MAT CLEANUP
A/R	12/11/2020	5865	ANTONIUS WATSON	1616 SCHAEFER CIR APT 1, APPLETON WI 54915	141.98	HAZ MAT CLEANUP
A/R	12/11/2020	5917	LYNN STEFFANUS	1203 WYMAN ST, NEW LONDON WI 54961	5.00	OBITUARY REQUEST
A/R	12/18/2020	5922	DEVVON L ABRAMS	1706 S SEMINOLE RD	124.98	HAZ MAT CLEANUP
A/R	12/18/2020	5923	GUNNER D LOSSER	4510 FRENCH RD, GRAND CHUTE WI 54913	245.32	HAZ MAT CLEANUP
A/R	12/18/2020	5930	AMANDA JO KORTZ	48 EAGLES CT, KAUKAUNA WI 54130	329.42	STREET SWEEP
A/R	02/10/2015	433255199	HERNANDEZ/MARTINEZ	3329 S ASHBROOK ST, APPLETON WI 54915	34.73	MH REFUSE
A/R	11/02/2015	433255198	JENNIFER GORGES	1834 W PERSHING ST #2, APPLETON WI 54914	123.19	MH REFUSE
A/R	10/12/2016	433245199	PATRICIA STUMPF	1255 W 18TH AVE APT 316, OSHKOSH WI 54902	144.68	MH FEES & REFUSE
A/R	01/05/2017	432864197	MATEO VENTURA	3312 S ASHBROOK ST, APPLETON WI 54915	166.77	MH FEES & REFUSE
A/R	01/20/2017	433275198	JASMINE APARICIO	301 W JUNIPER LANE, APPLETON WI 54915	106.12	MH FEES & REFUSE
A/R	01/31/2018	433283199	FELIX & MARIA ALMANZA	318 E JUNIPER LANE, APPLETON WI 54915	168.12	MH FEES & REFUSE
A/R	02/13/2018	433287197	ELIZABETH SALAS	201 E SHASTA LA, APPLETON WI 54915	36.47	MH FEES & REFUSE
A/R	05/01/2018	433295199	SHAWN WILLEMS ESTATE	301 E SHASTA LA, APPLETON WI 54915	349.89	MH FEES & REFUSE
A/R	05/16/2018	433283198	FELIX & MARIA ALMANZA	318 E JUNIPER LANE, APPLETON WI 54915	34.22	MH FEES
A/R	07/09/2018	433282199	VICTOR HUGO SANCHEZ	317 E JUNIPER LA, APPLETON WI 54915	24.48	MH FEES
A/R	07/09/2018	433283197	FELIX & MARIA ALMANZA	318 E JUNIPER LANE, APPLETON WI 54915	16.87	MH FEES
A/R	08/17/2018	433284198	CONNIE COLLAR	322 E JUNIPER LA, APPLETON WI 54915	578.12	MH FEES
A/R	10/30/2018	432864195	JOSE CRUZ GONZALEZ ESTATE	3312 S ASHBROOK ST, APPLETON WI 54915	62.72	MH FEES & REFUSE
A/R	01/30/2019	433261198	FRANCISCO LUNA-HERNANDEZ	3322 S FRIENDLY ST, APPLETON WI 54915	169.11	MH FEES & REFUSE
A/R	05/17/2019	433249198	ABIGAIL & XAVIER LOPEZ	3313 S ASHBROOK ST, APPLETON WI 54915	192.18	MH FEES & REFUSE
A/R	10/11/2019	433292198	HELEN LOOSE	221 E SHASTA LA, APPLETON WI 54915	44.77	MH FEES & REFUSE
A/R	03/17/2020	433306199	ANGELA DIEM	314 E SHASTA LA, APPLETON WI 54915	125.52	MH FEES & REFUSE
A/R	09/11/2020	433301197	CRISTINA ROSAS-VERA, CHRISTIAN PALOMAR-VILLA	317 E SHASTA LA, APPLETON WI 54915	741.06	MH FEES & REFUSE
A/R	12/10/2020	433295198	JULIE KING	208 S SUPERIOR ST, ANTIGO WI 54409	186.13	MH FEES & REFUSE
A/R TOTAL:					<u>\$44,867.60</u>	

City of Appleton 2022 Write-Off List

The following accounts will be posted on the City's website and published in The Post Crescent unless they filed for bankruptcy or are confirmed deceased
Addresses shown are the last known location of the individual or business.

Type	Invoice Date	Inv or Parcel Number	Name	Address	Amount		Description
					Due		
PP	2020	31-0-1875-00	MINUTEMAN PRESS : FOX RIVER PRINTING	2444 W COLLEGE AVE, APPLETON WI 54914	203.14	2020	PERSONAL PROPERTY TAXES
PP	2020	31-0-3587-50	H30	2806 S SUMMERSET DR, APPLETON WI 54915	8.76	2020	PERSONAL PROPERTY TAXES
PP	2020	31-1-0385-10	GOSIA'S PHOTOGRAPHY LLC	315 W FRANKLIN ST, APPLETON WI 54911	168.25	2020	PERSONAL PROPERTY TAXES
PP	2020	31-1-1350-00	DONALDSON'S ONE HOUR CLEANERS	5365 W CLAIREMONT DR, APPLETON WI 54913	59.51	2020	PERSONAL PROPERTY TAXES
PP	2020	31-1-1503-90	FOX VALLEY CHOP SHOP LLC	1211 E WISCONSIN AVE, APPLETON WI 54911	53.35	2020	PERSONAL PROPERTY TAXES
PP	2020	31-1-1606-85	HANDS-ON HEALING MASSAGE LLC	4000 N PROVIDENCE AVE, APPLETON WI 54913	51.29	2020	PERSONAL PROPERTY TAXES
PP	2020	31-1-1606-95	CIA PLUS INC	1239 E WISCONSIN AVE, APPLETON WI 54911	47.20	2020	PERSONAL PROPERTY TAXES
PP	2020	31-1-1789-70	LEGACY INVESTMENTS SERVICES INC	430 N MAIN ST, EAST PEORIA IL 61611	82.08	2020	PERSONAL PROPERTY TAXES
PP	2020	31-1-1887-10	MID AMERICA CYCLES : RAMSEY HOLDINGS	600 N WESTHILL BLVD, APPLETON WI 54914	235.97	2020	PERSONAL PROPERTY TAXES
PP	2020	31-1-2194-15	RAPID 3D INC	N1078 QUALITY DR, GREENVILLE WI 54942	59.51	2020	PERSONAL PROPERTY TAXES
PP	2020	31-1-2198-00	RICE MANAGEMENT INC	330 E KILBOURNE AVE, MILWAUKEE WI 53202	1325.53	2020	PERSONAL PROPERTY TAXES
PP	2020	31-1-2651-00	VIRTUALTECH WEBSITE DESIGN	PO BOX 104, MINOCQUA WI 54548	326.25	2020	PERSONAL PROPERTY TAXES
PP	2020	31-2-0134-20	ANDERSON PENS INC	10 E COLLEGE AVE STE #112A, APPLETON WI 54911	166.20	2020	PERSONAL PROPERTY TAXES
PP	2020	31-2-0253-00	ARAMARK EDUCATIONAL SERVICES LLC	PO BOX 30286, PHILADELPHIA PA 19103	61.57	2020	PERSONAL PROPERTY TAXES
PP	2020	31-2-0630-00	BOLD SALONS LLC	207 W COLLEGE AVE, APPLETON WI 54911	246.25	2020	PERSONAL PROPERTY TAXES
PP	2020	31-2-1812-20	HEY DAISY - SARAH HICK	345 CARDINAL LA #3, GREEN BAY WI 54313	18.48	2020	PERSONAL PROPERTY TAXES
PP	2020	31-2-3097-40	PEERLESS DESIGN STUDIO	311 E COLLEGE AVE, APPLETON WI 54911	77.97	2020	PERSONAL PROPERTY TAXES
PP	2020	31-2-3138-10	PINNACLE PROPANE EXPRESS LLC	600 LAS COLINAS BLVD #2000, IRVING TX 75039	160.05	2020	PERSONAL PROPERTY TAXES
PP	2020	31-2-3230-90	PROACTIVE CONSULTING LLC	103 W COLLEGE AVE #508, APPLETON WI 54911	14.37	2020	PERSONAL PROPERTY TAXES
PP	2020	31-2-4432-21	WILSON FINANCIAL LLC	103 E COLLEGE AVE #304, APPLETON WI 54911	77.97	2020	PERSONAL PROPERTY TAXES
PP	2020	31-3-0020-00	THE ADVISORY GROUP INC	222 S STATE ST, APPLETON WI 54911	209.29	2020	PERSONAL PROPERTY TAXES
PP	2020	31-3-0689-90	HMONG CONNECTION SERVICES LLC	206 S MEMORIAL DR, APPLETON WI 54911	47.20	2020	PERSONAL PROPERTY TAXES
PP	2020	31-3-1566-10	VAL U BEAUTY SUPPLY LLC	609 W COLLEGE AVE, APPLETON WI 54911	24.63	2020	PERSONAL PROPERTY TAXES
PP	2020	31-3-1628-10	WILDE WEB MARKETING LLC	2330 W CHARLES ST, APPLETON WI 54914	158.00	2020	PERSONAL PROPERTY TAXES
PP	2020	31-3-1630-10	WHIMISICAL CHARM LLC	107 S LINWOOD AVE, APPLETON WI 54914	182.61	2020	PERSONAL PROPERTY TAXES
PP	2020	31-4-0063-45	APOTHEKE HEALTH & WELLNESS BOUTIQUE	1114 N BRIARCLIFF DR, APPLETON WI 54915	119.00	2020	PERSONAL PROPERTY TAXES
PP	2020	31-4-0063-70	APPLETON MAP COMPANY	318 E LINCOLN ST, APPLETON WI 54915	36.93	2020	PERSONAL PROPERTY TAXES
PP	2020	31-4-0063-95	APPLETON MASSAGE THERAPY	63 REGAL TERRACE, APPLETON WI 54915	14.37	2020	PERSONAL PROPERTY TAXES
PP	2020	31-4-0244-00	ABES GARAGE	107 S BUCHANAN ST, APPLETON WI 54915	143.63	2020	PERSONAL PROPERTY TAXES
PP	2020	31-4-0308-15	EMILY MEGAN PHOTOGRAPHY	101 W EDISON AVE #238, APPLETON WI 54915	102.59	2020	PERSONAL PROPERTY TAXES
PP	2020	31-4-0540-03	THE HOME TEAM - CENTURY 21	219 S WALTER AVE, APPLETON WI 54915	51.29	2020	PERSONAL PROPERTY TAXES
PP	2020	31-4-0541-10	TRIPLE THREE ATHLETICS	101 W EDISON AVE #237, APPLETON WI 54915	121.07	2020	PERSONAL PROPERTY TAXES
PP	2020	31-4-0673-80	LETTER CREATE STUDIO	5137 W ANITA ST, APPLETON WI 54913	67.71	2020	PERSONAL PROPERTY TAXES
PP	2020	31-4-0716-10	MICHAEL GEHRMAN FILMWORKS	3410 CHERRYVALE AVE #59, APPLETON WI 54913	49.25	2020	PERSONAL PROPERTY TAXES
PP	2020	31-4-0728-00	MOBILE HELPDESK LLC	206 S FIDELIS ST, APPLETON WI 54915	47.20	2020	PERSONAL PROPERTY TAXES
PP	2020	31-5-0770-20	INSPIRATIONS DANCE AND FITNESS LLC	400 N RICHMOND ST #E, APPLETON WI 54911	359.08	2020	PERSONAL PROPERTY TAXES
PP	2020	31-5-2496-20	STUDIO H BOUTIQUE	W6384 BIRMINGHAM ST, GREENVILLE WI 54942	77.97	2020	PERSONAL PROPERTY TAXES
PP	2020	31-5-2538-00	APPLETON PET SPA LLC	400 N RICHMOND ST #D, APPLETON WI 54911	209.29	2020	PERSONAL PROPERTY TAXES
PP	2020	31-5-2751-80	BRAIDS UNLIMITED SALON	405 W WISCONSIN AVE, APPLETON WI 54911	102.59	2020	PERSONAL PROPERTY TAXES
PP	2020	31-5-2797-40	CHAMPIONS MARTIAL ARTS	956 W NORTHLAND AVE, APPLETON WI 54914	182.61	2020	PERSONAL PROPERTY TAXES
PP	2020	31-5-2840-00	CHRISTOPHER & BANKS IN	2400 XENIUM LANE N, PLYMOUTH MN 55441	281.11	2020	PERSONAL PROPERTY TAXES
PP	2020	31-5-2854-40	CORNERSTONE HOLDINGS OF APPLETON	158 E NORTHLAND AVE, APPLETON WI 54911	71.81	2020	PERSONAL PROPERTY TAXES
PP	2020	31-5-3016-00	PISCO MAR LLC	528 W COLLEGE AVE, APPLETON WI 54911	43.09	2020	PERSONAL PROPERTY TAXES
PP	2020	31-5-3029-80	FOX CITIES CLINIC OF CHIROPRACTIC	1000 W WISCONSIN AVE #6, APPLETON WI 54914	205.19	2020	PERSONAL PROPERTY TAXES
PP	2020	31-5-3104-50	GOLDEN TREE BRANDS LLC	1100 KERNAN AVE, MEMASHA WI 54952	67.71	2020	PERSONAL PROPERTY TAXES
PP	2020	31-5-3289-85	INDIGO AYURVEDA & MASSAGE	1731 W WASHINGTON ST #B, APPLETON WI 54914	77.97	2020	PERSONAL PROPERTY TAXES
PP	2020	31-5-3450-00	KNOX FINANCIAL LLC	158 E NORTHLAND AVE, APPLETON WI 54911	36.93	2020	PERSONAL PROPERTY TAXES
PP	2020	31-5-3512-40	STATE FARM INSURANCE AGENCY - NICK LOR	3010 W SPENCER ST, APPLETON WI 54914	32.83	2020	PERSONAL PROPERTY TAXES
PP	2020	31-5-4016-20	SIMPLY INSPIRED HAIR DESIGNS	1731 W WASHINGTON ST #E, APPLETON WI 54914	184.68	2020	PERSONAL PROPERTY TAXES
PP	2020	31-5-4020-00	MANCAVE BARBERSHOP	1208 N RICHMOND ST, APPLETON WI 54911	102.59	2020	PERSONAL PROPERTY TAXES
PP	2020	31-5-4041-95	SOLANGE'S AFRICAN MARKET	3001 N 6TH ST APT 104, ABILENE TX 79603	102.59	2020	PERSONAL PROPERTY TAXES
PP	2020	31-6-0999-00	MARLENE'S WEDDING ACCESSORIES	2207 N OWAISSA ST, APPLETON WI 54911	18.48	2020	PERSONAL PROPERTY TAXES
PP	2020	31-6-1469-70	CHAIR INSIDE THE CORNER BARBER SHOP C/O BOBBI JO SIEBERS	123 W GLENDALE AVE, APPLETON WI 54911	32.83	2020	PERSONAL PROPERTY TAXES
PP	2020	31-6-1896-25	ARCADIA HOME CARE AND STAFFING	2292 US HWY 41 W STE 6, MARQUETTE MI 49855	160.05	2020	PERSONAL PROPERTY TAXES
PP	2020	31-6-1987-20	TIM BLOY CONSTRUCTION	1726 N RICHMOND ST, APPLETON WI 54911	231.87	2020	PERSONAL PROPERTY TAXES
PP	2020	31-6-2410-40	INSURANCE BROKERAGE SERVICES	3992 N RICHMOND ST, APPLETON WI 54913	102.59	2020	PERSONAL PROPERTY TAXES
PP	2020	31-6-2411-10	HMONG WISCONSIN RADIO	536 E LAYTON AVE, APPLETON WI 54915	336.51	2020	PERSONAL PROPERTY TAXES
PP	2020	31-6-2428-80	J MARKLEY BARBERSHOP LLC	123 W GLENDALE AVE, APPLETON WI 54911	28.72	2020	PERSONAL PROPERTY TAXES
PP	2020	31-6-2457-80	CHAIR INSIDE THE CORNER BARBER SHOP C/O MARIAH KNOX	123 W GLENDALE AVE, APPLETON WI 54911	32.83	2020	PERSONAL PROPERTY TAXES
PP	2020	31-6-2465-90	LETI Y DAYI STETSON	131 E WISCONSIN AVE, APPLETON WI 54911	43.09	2020	PERSONAL PROPERTY TAXES
PP	2020	31-6-2528-40	MELISSA ALDERTON PHOTOGRAPHY	1021 1/2 N DREW ST, APPLETON WI 54911	94.40	2020	PERSONAL PROPERTY TAXES
PP	2020	31-6-2566-20	ONE WORLD MARTIAL ARTS	324 W WISCONSIN AVE, APPLETON WI 54911	151.85	2020	PERSONAL PROPERTY TAXES
PP	2020	31-6-2566-50	OPEN TRAILS COUNSELING	7802 QUIGLEY ST, OMRO WI 54963	59.51	2020	PERSONAL PROPERTY TAXES
PP	2020	31-6-2614-96	PHO HOUSE LLC	N1458 FAIRWINDS DR, GREENVILLE WI 54942	20.52	2020	PERSONAL PROPERTY TAXES
PP	2020	31-6-2717-30	THREE OTTERS PHOTOGRAPHY	408 W WISCONSIN AVE, APPLETON WI 54911	102.59	2020	PERSONAL PROPERTY TAXES
PP	2020	31-6-2719-10	TNT RENOVATIONS LLC	1925 N UNION ST, APPLETON WI 54911	28.72	2020	PERSONAL PROPERTY TAXES
PP	2020	31-6-3121-50	WORLD HEADQUARTERS LLC	431 E PERSHING ST, APPLETON WI 54911	402.17	2020	PERSONAL PROPERTY TAXES
PP	2020	31-7-2702-00	ADRIANA'S BEAUTY SALON	2438 W COLLEGE AVE, APPLETON WI 54914	67.71	2020	PERSONAL PROPERTY TAXES
PP	2020	31-8-1100-40	CULTIVAS BIO INC	6400 LOOKOUT RD #200, BOULDER CO 80301	400.56	2020	PERSONAL PROPERTY TAXES
PP	2020	31-8-4060-10	MEXICANA TRAVEL	2186 S MEMORIAL DR, APPLETON WI 54915	182.31	2020	PERSONAL PROPERTY TAXES
PP	2020	31-8-4500-50	LILY'S SALON	2188 S MEMORIAL DR, APPLETON WI 54915	390.28	2020	PERSONAL PROPERTY TAXES
PP	2020	31-9-0116-15	CHAMPIONS MARTIAL ARTS	956 W NORTHLAND AVE, APPLETON WI 54914	92.16	2020	PERSONAL PROPERTY TAXES
PP	2020	31-9-0386-08	MASSAGE CONNECTION : WEIX LLC	2400 S KENSINGTON DR, APPLETON WI 54915	45.01	2020	PERSONAL PROPERTY TAXES
PP	2020	31-9-0599-43	STUDIO 10 OLSON	2400 S KENSINGTON DR #400, APPLETON WI 54915	42.87	2020	PERSONAL PROPERTY TAXES
PP	2020	31-9-0900-90	MASSAGE BY MANDY LLC	2400 S KENSINGTON DR #400, APPLETON WI 54915	49.28	2020	PERSONAL PROPERTY TAXES

2020 PP TAX TOTAL: \$10,073.42



MEMORANDUM

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

TO: Community & Economic Development Committee (CEDC)

FROM: Matt Rehbein, Economic Development Specialist

DATE: December 21, 2022

RE: Extension of terms for Development Agreement between 318 College Ave LLC and City of Appleton

The City of Appleton has received a request from 318 College Ave LLC for an extension of terms to the Development Agreement dated March 24, 2021.

Section 4.1.1 calls for completion of the project by December 31, 2022. Additionally, Section 4.1.2 calls for a minimum assessed value of \$8,100,000 by January 1, 2023. Developer is seeking an extension of six (6) months to Section 4.1.1 as anticipated in the original agreement and a twelve (12) month extension to Section 4.1.2. After completion of structural analysis, significant reinforcement and replacement of the footings were required within the existing structure to support the development. This resulted in a delay to the originally anticipated schedule. The current schedule anticipates a completion date of April 2023.

Developer has been working in good faith to complete this project and meet the terms of the original agreement. Since any TIF support is contingent on the creation of new increment, there is no cost to the City in awarding these extensions.

Staff Recommendation:

Amend the Development Agreement with 318 College Ave LLC, Section 4.1.1 for a period of an additional six (6) months and terms of Section 4.1.2 for a period of twelve (12) months
BE APPROVED.

Brenda Broeske

From: Matthew Cole <matthewgiancole@gmail.com>
Sent: Thursday, December 15, 2022 5:30 PM
To: Matthew Rehbein; Karen Harkness
Subject: Park Central - Development Agreement - Deadline Extension

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

Hello Karen, Matt and team,

I hope this finds you well! The Park Central project at 318 W College Ave. is coming together nicely.

We are approaching a few deadlines per the development agreement. I am writing to request an extension to the following sections;

Section 4.1.1 states the project will be complete by December 31, 2022. I am requesting a 6 month extension for project completion, to June 30, 2023.

Section 4.1.2 states the property will be assessed at \$8,100,000.0 by January 1, 2023. I am requesting a 12 month extension for that assessment to Jan 1, 2024.

As mentioned the project is coming along nicely and we are projecting a mid April completion! There have been a number of unforeseen delays throughout the project, with the major delay occurring at the very beginning as the existing structure had many layers and objectives to be determined with soil tests and structural analysis. We had to make some structural changes to the footings and the existing steel structure, which took many months longer to accomplish than one could have anticipated. We couldn't start with the upper floor additions until the base structure was approved and signed off on. Besides the structural planning and re-enforcements, there have been a few delays in building materials, sub contractors and logistics related to the pandemic i.e. product shortages and supply chain issues. However, I will give credit to the build team to work through these issues and maintain a tight schedule hitting deadlines along the way, once we were finally able to get started. We are making great progress everyday now and look forward to the completion this Spring!

Please understand the need to extend the timeline and language in the development agreement, and I am confident this will be the only extension required.

Let me know if you need any additional information.

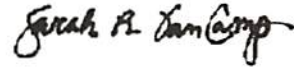
Thank you very much and Happy Holidays!

Matthew Cole
414.477.4979

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

TAX INCREMENT DISTRICT NO. 11
DEVELOPMENT AGREEMENT

Document #: **2230912**
Date: **04-16-2021** Time: **1:20 PM**
Pages: **32** Fee: **\$30.00**
County: **OUTAGAMIE COUNTY** State: **WI**



SARAH R VAN CAMP, REGISTER OF DEEDS
Return via **MAIL (REGULAR)**
APPLETON, CITY OF

Record and return to:
City of Appleton – City Attorney’s Office
100 North Appleton Street
Appleton, WI 54911-4799

Tax Key No: 31-2-0243-00

32

ENVELOPE

This instrument was drafted by:
Christopher R. Behrens, City Attorney
City of Appleton

TAX INCREMENT DISTRICT NO. 11 DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the "Agreement") is dated as of the 24th day of March, 2021, by and among 318 College Ave LLC, a Wisconsin limited liability company ("Developer") and the City of Appleton, a Wisconsin municipal corporation (the "City").

RECITALS

Developer and the City acknowledge the following:

A. Developer owns or will acquire the real property located 318 W. College Avenue, (Parcel 31-2-0243-00) Appleton, WI more particularly described in Exhibit A, attached hereto (hereafter the "Property").

B. The Property is located within the City in Tax Increment District #11 (the "District") which was created in 2017 pursuant to Section 66.1105, Wis. Stats. along with a plan for the redevelopment of the District (the "District Plan") that provides for, among other things, the financial assistance set forth in this Agreement.

C. Subject to obtaining the financial assistance set forth herein, Developer has proposed improvements to the Property to create an approximately one floor of commercial/retail space and four floors consisting of approximately thirty-nine (39) market rate living units offering one, two and three bedrooms with approximate square footage ranging from 750 to 1,460 per unit (the "Project"). All references to the Project include the Property.

D. The City has determined that the Project will spur economic development, expand the City's tax base and create new jobs; that such financial assistance is a Project Cost under the Tax Incremental Law; that the amount of financial assistance provided pursuant to this Agreement is the amount necessary to induce development of the Project; and, that the Project will not proceed without the financial assistance set forth in this Agreement.

E. Subject to obtaining financial assistance as set forth herein, Developer intends to undertake a redevelopment of the property that will increase the value of the Property and provide other tangible benefits to the surrounding neighborhoods and to the City as a whole, consistent with the District Plan. The City finds that this redevelopment of the Property and the fulfillment, generally, of the terms and conditions of this Agreement are in the vital and best interests of the City and its residents and serves a public purpose in accordance with state and local law.

F. The City, pursuant to Common Council Action dated March 17, 2021 has approved this Agreement and authorized the execution of this Agreement by the proper City officers on the City's behalf.

G. The Developer has approved this Agreement and authorized the appropriate officers to execute this Agreement on the Developer's behalf.

H. The base value of the Property for purposes of this Agreement, including calculating increment generated by the Project, is Eight Hundred Twenty-Seven Thousand Dollars (\$827,000). The Developer estimates the project will create up to an additional Seven Million Two Hundred Seventy-Three Thousand Dollars (\$7,273,000) in incremental value.

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

AGREEMENT

NOW, THEREFORE, in consideration of the Recitals and the promises and undertakings set forth herein, the parties mutually agree and covenant as follows:

ARTICLE I UNDERTAKINGS OF THE DEVELOPER

1.1 Developer's Project shall include improvements to, and development of, the Property as set forth in Exhibit B that will result in an increase in the Property's assessed value. All aspects of the Project shall be in accordance with all applicable City zoning and building codes, ordinances and regulations.

1.2 Project Costs shall include, without limitation, costs incurred after approval of this agreement for the construction of improvements (including infrastructure improvements), environmental remediation costs, demolition, interior remodeling and development of the project.

1.3 Developer warrants and represents to the City that but for the assistance provided by the City under Article II, herein, Developer would not be able to proceed with the Project.

1.4 Developer and City acknowledge that several of the specific undertakings of the parties may require approvals from directors, boards or the City Council as applicable. The parties' agreements are conditioned upon the obtaining of all such approvals in the manner required by law. The parties cannot assure that all such approvals will be obtained; however, they agree to use their best good faith efforts to obtain them on a timely basis.

ARTICLE II UNDERTAKINGS OF THE CITY

2.1 The City shall appropriate sufficient funds for the performance of the City's obligations under this Agreement.

2.2 City shall cooperate with Developer throughout the Project and shall promptly review and/or process all submissions and applications in accordance with applicable City ordinances.

2.3 Subject to all of the terms, covenants and conditions of this Agreement and applicable provisions of law, and as an inducement by the City to Developer to carry out the Project, upon completion of the Project (which shall be defined as issuance of occupancy permits for all floors of the Project (hereafter "completion")) the City will provide payments to Developer solely from the future Tax Increments (derived from both real and personal property) to assist with Developer's Project Costs. The City's total payment of Tax Increment Revenue to the Developer shall not exceed the lesser of i) \$1,309,140 or ii) Eighteen percent (18%) of the Tax Increment Value as of January 1, 2023, plus interest thereon (the "Contribution").

The Contribution will be paid to Developer as follows:

2.3.1 As the sole source for payment of the Contribution, the City agrees to pay the Developer an amount equal to ninety percent (90%) of the Tax Increment Revenue attributable to, and actually received from, the Property during the calendar year.

2.3.2 Payments under this Agreement shall be due in annual installments on August 15 of the calendar year following the first tax year after completion of the Project and continuing on each August 15 thereafter for a period of time described in Sec. 4.2

2.3.3 Interest on the Contribution shall begin to accrue upon completion of the Project. The interest rate on the Contribution shall be lesser of 1) the interest rate paid by the Developer to the primary lender for the Project, as evidenced by the note indicating the loan amount; or, 2) five percent (5%).

2.3.4 The Contribution shall be a special and limited obligation of the City and not a general obligation. Payments shall first apply to accrued interest and then to the principal balance of the Contribution. Unpaid interest in any year shall be added to the principal balance of the Contribution and accrue interest. The City may prepay the Contribution, in its sole discretion, at any time, with no prepayment penalty.

2.4 This Agreement fully evidences the City's obligation to pay the Contribution. No separate instrument will be prepared to evidence the City's obligation to pay the Contribution. The Contribution shall not be included in the computation of the City's statutory debt limitation because the Contribution is limited and conditional and no taxes will be levied or pledged for its payment. Nothing in this Agreement shall be deemed to change the nature of the City's obligation from a limited and conditional obligation to a general obligation.

2.5 The City covenants to Developer that until the Contribution plus interest thereon has been paid in full, the City shall not close the District prior to its statutory expiration date.

2.6 The City shall, upon Developer's request, provide to Developer an accounting of the status of the District including, but not limited to, the outstanding principal balance of the Contribution and annual Tax Increments received from the District.

2.7 Developer hereby acknowledges that, as a result of the special and limited nature of the City's obligation to pay the Contribution, Developer's recovery of the full amount of the Contribution depends on factors including, but not limited to, future mill rates, changes in the assessed value of the Property, the failure of the Property to generate the Tax Increments at the rate expected by Developer, reduction in Tax Increments caused by revenue-sharing, changes in the Tax Increment Law, and other factors beyond the City's and/or Developer's control.

ARTICLE III PAYMENT OF TAXES

3.1 As long as the District is in existence, the Property and all buildings and improvements thereon shall be owned and taxable for real estate tax and special assessment purposes. The City may waive any or all of the restrictions upon execution of a payment in lieu of taxes (PILOT) agreement on a form acceptable to the City.

3.2 Throughout the duration of this agreement, all ad valorem property taxes properly assessed against the Property will be paid timely and in full.

3.3 In the event that any property owned by Developer within the District becomes exempt from ad valorem property taxes during the life of the District, then for the remaining life of the District, the Developer will make (or cause to be made) annual payments in lieu of taxes in amounts equal to what the ad valorem property taxes would have been for such other property had it not been exempt. If the Developer conveys the Property within the District to any party (related or unrelated), the terms of such sale shall impose as a covenant upon all successor owners of the property the foregoing obligation for payments in lieu of taxes during the life of the District. The City shall be a beneficiary of such covenant and entitled to enforce same against the successor owners.

ARTICLE IV CONDITIONS TO PAYMENT; TERMINATION OF AGREEMENT

4.1 The City shall have no obligation to pay any portion of the Contribution to Developer unless and until all of the following conditions shall have been met:

4.1.1 The Project's completion on or before December 31, 2022 subject to reasonable extensions, not to exceed six (6) months each, for Force Majeure which shall include, but not be limited to, any delays caused by pandemic or other acts beyond the reasonable control of the Developer. Such extensions shall be by mutual written agreement and, in considering any requested extension, the City and Developer agree that each will act in good faith, cooperate in expeditious and timely approvals, and said extensions shall not be unreasonably withheld, conditioned or delayed by City.

4.1.2 The Property's assessed value is no less than Eight Million One Hundred Thousand Dollars (\$8,100,000) on or after January 1, 2023.

4.2 This Agreement, and the City's obligation to make, or continue, any payments of the Contribution, shall terminate when any of the following shall have occurred:

4.2.1 The conditions in Section 4.1 are not met.

4.2.2 The Contribution is paid in full or August 15, 2039, whichever occurs first.

ARTICLE V CONFLICT OF INTEREST

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

ARTICLE VI WRITTEN NOTICES

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

FOR THE CITY:

City of Appleton
Community and Economic Development Department
100 North Appleton Street
Appleton, WI 54911-4799
Attention: Director

With a copy to:

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

FOR DEVELOPER:

318 College Ave LLC
c/o Matthew Cole
2761 Contour Road
Missoula, MT 59802

**ARTICLE VII
ASSIGNMENT**

7.1 No party to this Agreement may assign any of its interest or obligations hereunder without first obtaining the written consent of the other party.

**ARTICLE VIII
NO PARTNERSHIP OR VENTURE**

8.1 Developer and its contractors or subcontractors shall be solely responsible for the completion of the Project. Nothing contained in this Agreement shall create or effect any partnership, venture or relationship between the City and Developer or any contractor or subcontractor employed by Developer in the construction of the Project.

**ARTICLE IX
MISCELLANEOUS**

9.1 Under no circumstances shall any officer, official, director, member, manager, commissioner, agent, or employee of City or Developer have any personal liability arising out of this Agreement, and no party shall seek or claim any such personal liability.

9.2 The laws of the State of Wisconsin shall govern this Agreement.

9.3 This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument.

9.4 No modification, alteration, or amendment of this Agreement shall be binding upon any party until such modification, alteration, or amendment is reduced to writing and executed by all parties to this Agreement.


9.5 Any captions or headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any of the provisions of this Agreement.

9.6 If any provisions of this Agreement shall be held or deemed to be inoperative or unenforceable as applied in any particular case in any jurisdiction because it conflicts with any other provision or provisions of this Agreement or any constitution or statute or rule of public policy, or for any other reason, then such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. To the maximum extent possible, this Agreement shall be construed in a manner consistent with the powers of the City, including but not limited to, the City's powers under the Blight Elimination and Slum Clearance Law and the Tax Increment Law, to achieve its intended purpose. Reference is made to Section 66.1333(17) of the Wisconsin Statutes and Chapter 105, Laws of 1975 § 4, which provide that the Blight Elimination and Slum Clearance Law and the Tax Increment Law should be construed liberally to effectuate their purposes.


[Signatures on following pages]

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

CITY OF APPLETON:

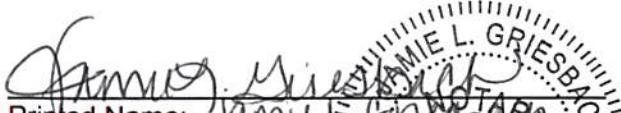

By: 
Jacob A. Woodford, Mayor

ATTEST:


By: 
Kami L. Lynch, City Clerk

STATE OF WISCONSIN)
 : ss.
OUTAGAMIE COUNTY)

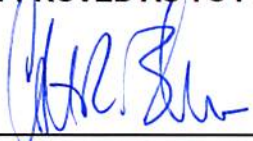
Personally came before me this 8 day of April, 2021, Jacob A. Woodford, Mayor and Kami L. Lynch, City Clerk, of the City of Appleton respectively, to me known to be the persons who executed the foregoing instrument and acknowledged the same in the capacity and for the purposes therein intended.


Printed Name: JAMIE L. GRIESBACH
Notary Public, State of Wisconsin
My commission expires 11/11/2021


PROVISION HAS BEEN MADE TO PAY FOR OBLIGATIONS INCURRED PURSUANT TO THIS AGREEMENT:


Anthony Saucerman, Finance Director

APPROVED AS TO FORM:


Christopher R. Behrens, City Attorney
Dated: March 18, 2021
By: Christopher R. Behrens
City Law A21-0070

SCHEDULE OF EXHIBITS

- A. Legal Description of Property**
- B. Proposed Improvements**

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

The North 46.17 feet of Lot Ten (10) less the North Ten (10) feet thereof; The East 60 feet of the South 120 feet of Lot Ten (10); and the West 1/2 of Lot Eleven (11) less the North Ten (10) feet thereof; All being in Block 25, APPLETON PLAT, City of Appleton, Outagamie County, Wisconsin, according to the recorded Assessor's Map of said City.

EXHIBIT B

PROPOSED IMPROVEMENTS

The project budget is approximately eight million five hundred thousand (\$8,500,000) plus the building purchase price of one million sixty five thousand (\$1,065,000) for a total of nine million five hundred sixty five thousand (\$9,565,000). This does not include carrying costs.

(Copy of Plans/Design docs follow)

Matthew Cole
318 College Ave LLC
414.477.4979
matthewgiancole@gmail.com

December 1, 2020,

RE: PARK CENTRAL - EXECUTIVE SUMMARY

318 College Ave, LLC (the “Developer”) has been established to undertake the successful purchase, rehabilitation and redevelopment of the Park Central building, located at 318 West College Avenue in downtown Appleton, Wisconsin.

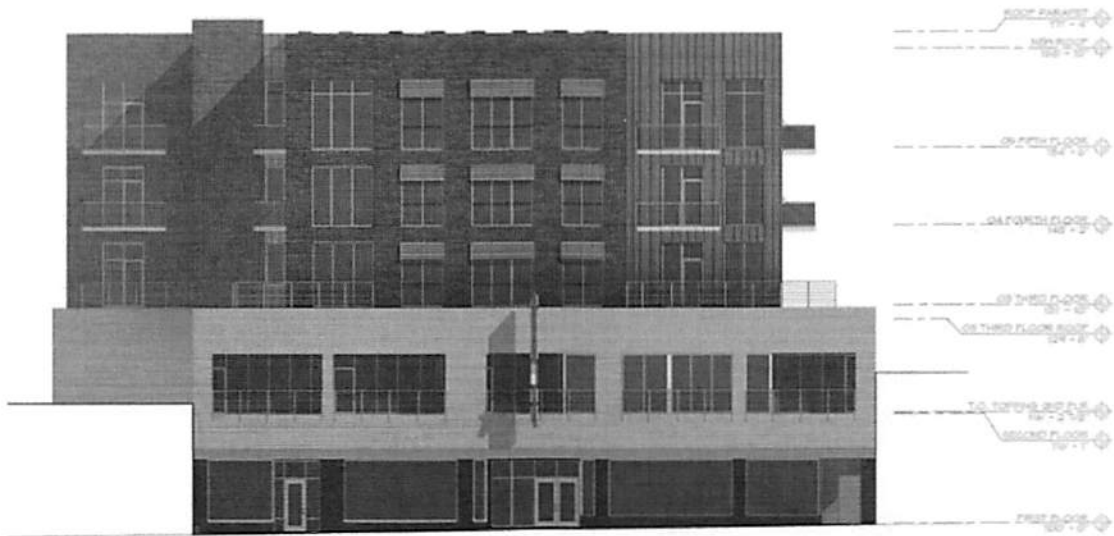
The Developer believes in the City of Appleton’s past and current efforts to attract and retain businesses and residents while improving the community with growth management and capital projects. We intend to serve a current housing need and enhance the community by re-developing this property and holding it as a viable, long term investment.

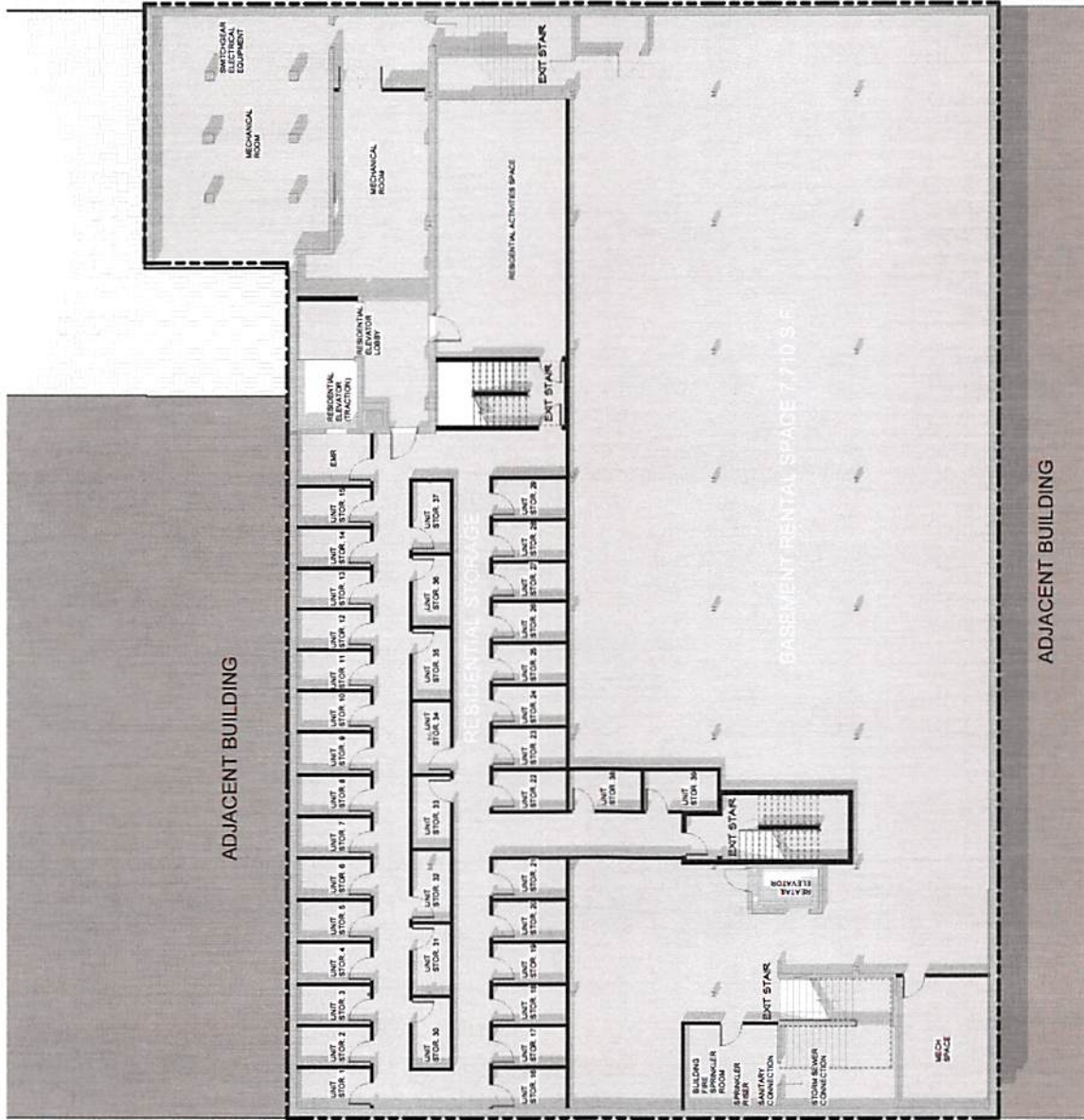
The Park Central property is located in the heart of the Central Business District in Appleton, and will be transformed into a state-of-the-art 75,000 sq. ft. building with over 16,500 square feet of Class A commercial space sub divided for multiple business occupants. The mixed-use improvements to Park Central will include a redeveloped second floor and an additional three floors of IIIB new construction slated for rental apartment use. The new apartments will offer a mix of one, two and three-bedroom units, yielding a total of 51 bedrooms in 39 apartments. Through careful planning, design and the use of quality construction techniques, and premium building materials, including glass, steel, brick and high-end finishes, we will provide modern, luxurious yet affordable residential units and commercial spaces serving Appleton residents and businesses.

Our vision for the building at 318 W. College Ave is to provide an iconic structure for the Fox Valley and downtown Appleton. The Park Central development will become a staple in the community through an energetic and vibrant atmosphere for the commercial businesses and a welcoming home to the residents with a focus on security, cutting edge technology, desired amenities, convenience and a positive environment for all tenants. The apartments will cater to many demographics including retirees/empty nesters, young professionals, young families, and students. Park Central will feature unmatched levels of customer service and attention to detail with dedicated on-site property management, building amenities and secure residential access.

The existing structure is a two story over basement ~45,000 sq. ft. building in need of significant structural, mechanical, and aesthetic repairs. The building was purchased for \$1,065,000.00 in June of 2019. The 30,000 sq. ft. addition and improvements in the development project are estimated to be completed by Fall of 2022 at a cost of ~\$8.5MM plus the purchase price and carrying costs. This project will come to fruition in partnership with local Gries Architecture Group, Performa Architects & Engineers and Blue Sky Contractors. Estimated project cost breakdown are provided below;

The renderings below provide a preliminary representation of the completed structure.



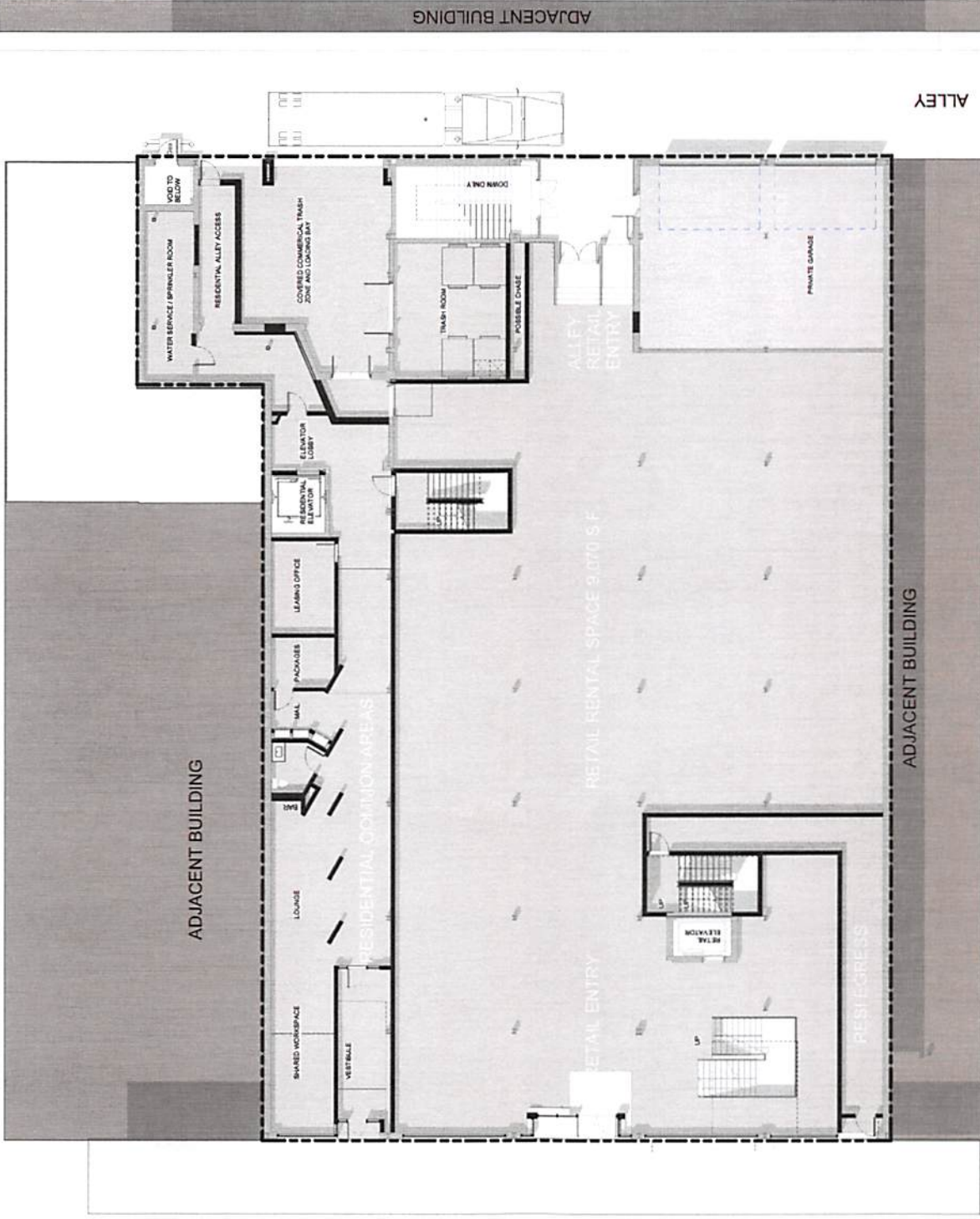


PARK CENTRAL
SCHEMATIC DESIGN

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



07/06/2020



PARK CENTRAL
SCHEMATIC DESIGN

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

Performa
ARCHITECTS + ENGINEERS



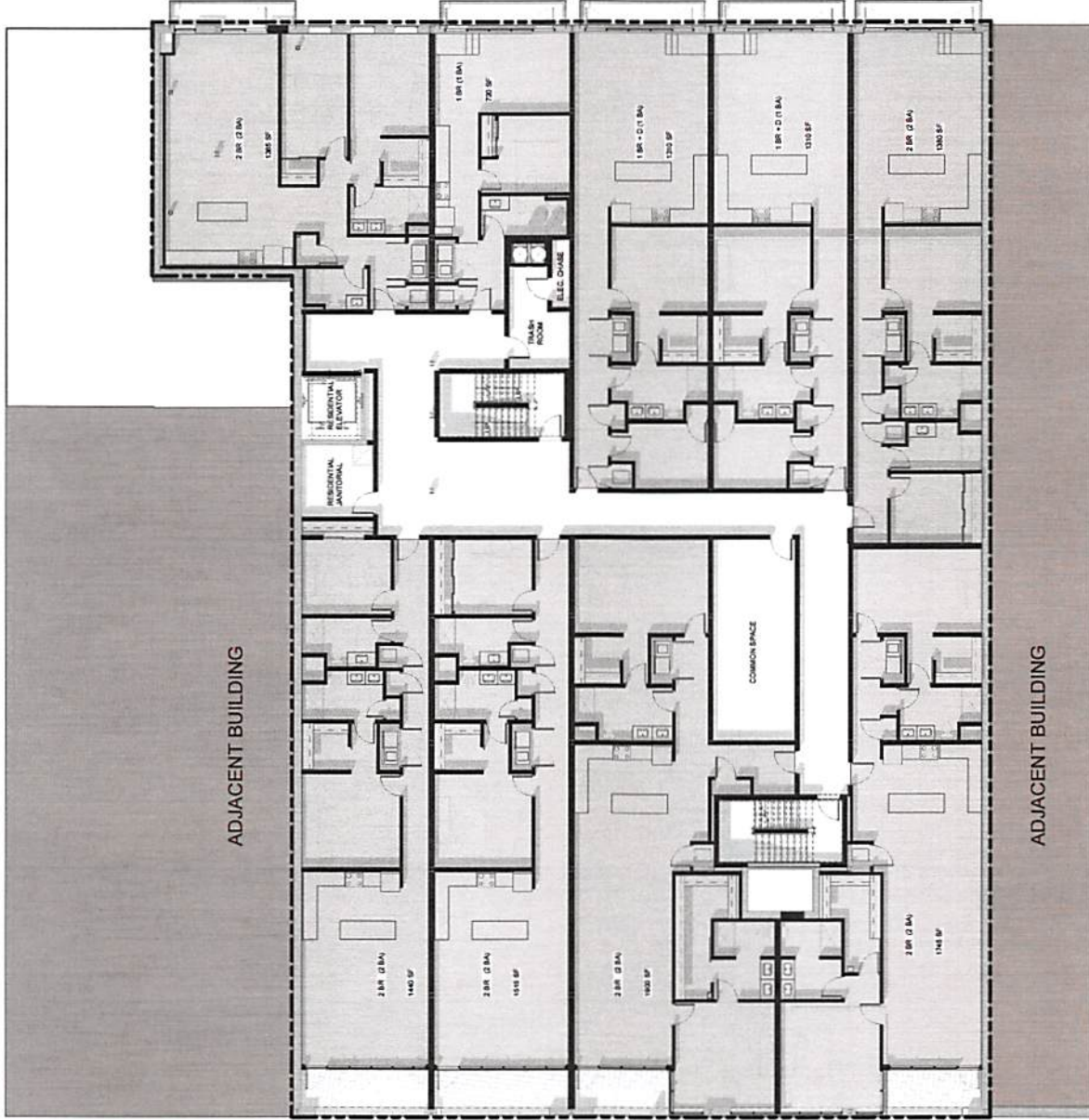
Gries
Architectural Group Inc.
07/09/2020

ADJACENT BUILDING

ALLEY

ADJACENT BUILDING

COLLEGE AVENUE



ADJACENT BUILDING

ADJACENT BUILDING

COLLEGE AVENUE

ALLEY

ADJACENT BUILDING

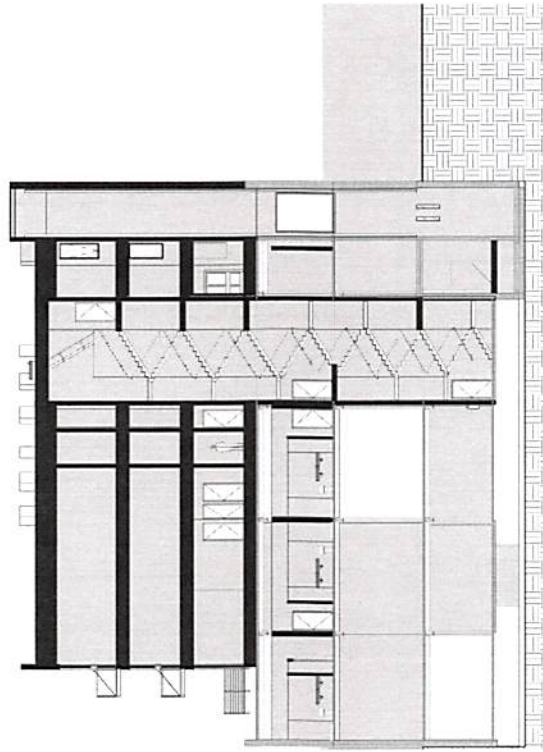
PARK CENTRAL
SCHEMATIC DESIGN

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

Performa
ARCHITECTS + ENGINEERS



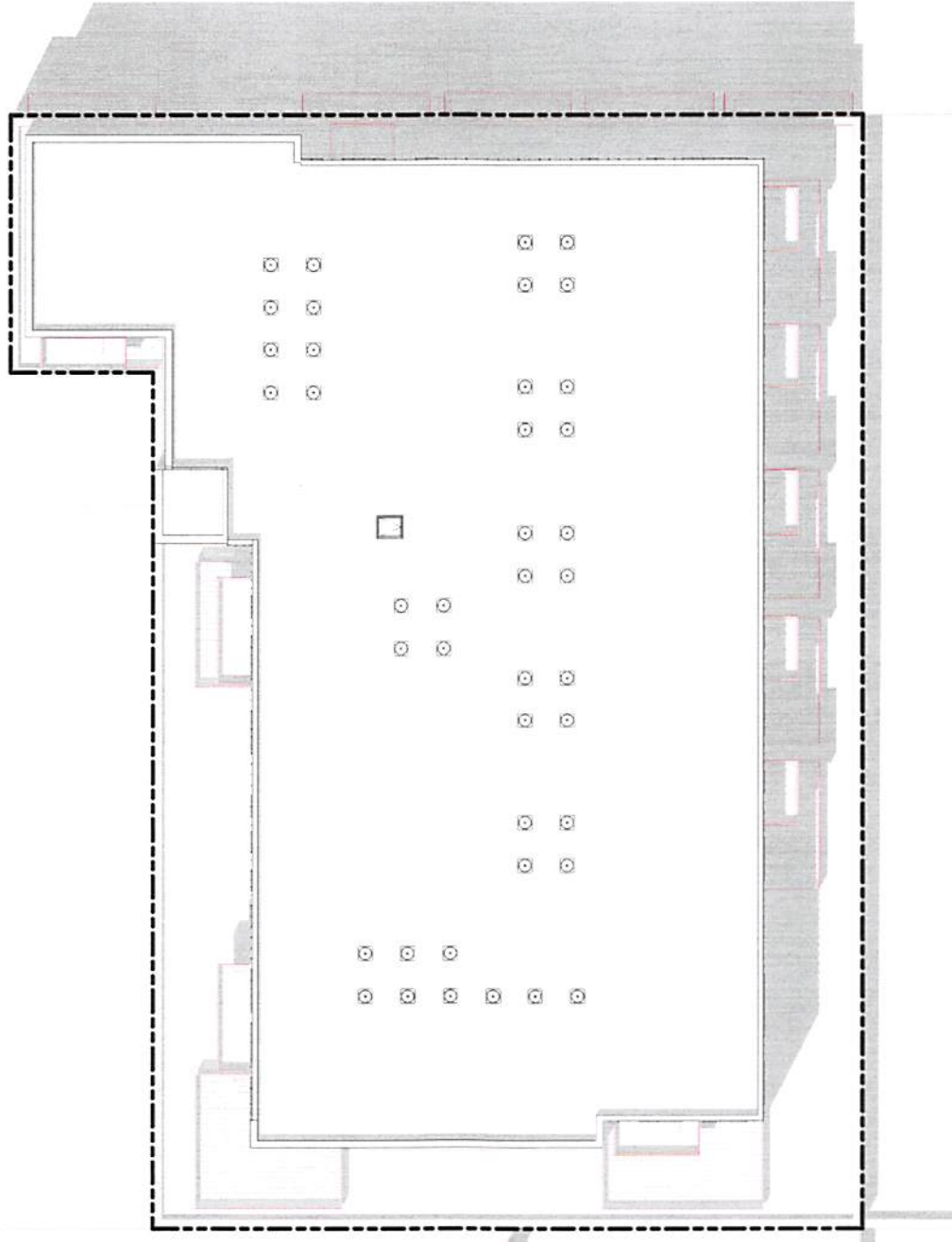
Gries
Architectural Group Inc.
06/26/2020



- ◆ NGA ROOF
186' - 0"
- ◆ 05 FIFTH FLOOR
184' - 8"
- ◆ 04 FOURTH FLOOR
183' - 2"
- ◆ 03 THIRD FLOOR
181' - 0"
- ◆ 03 THIRD FLOOR ROOF
181' - 8"
- ◆ T.O. TOPPING 2ND FLR
180' - 2" @
- ◆ 02 SECOND FLOOR
178' - 0"
- ◆ FIRST FLOOR
100' - 0"
- ◆ BASEMENT
81' - 4"

PARK CENTRAL
SCHEMATIC DESIGN

BUILDING SECTION
SCALE: 3/32" = 1'-0"



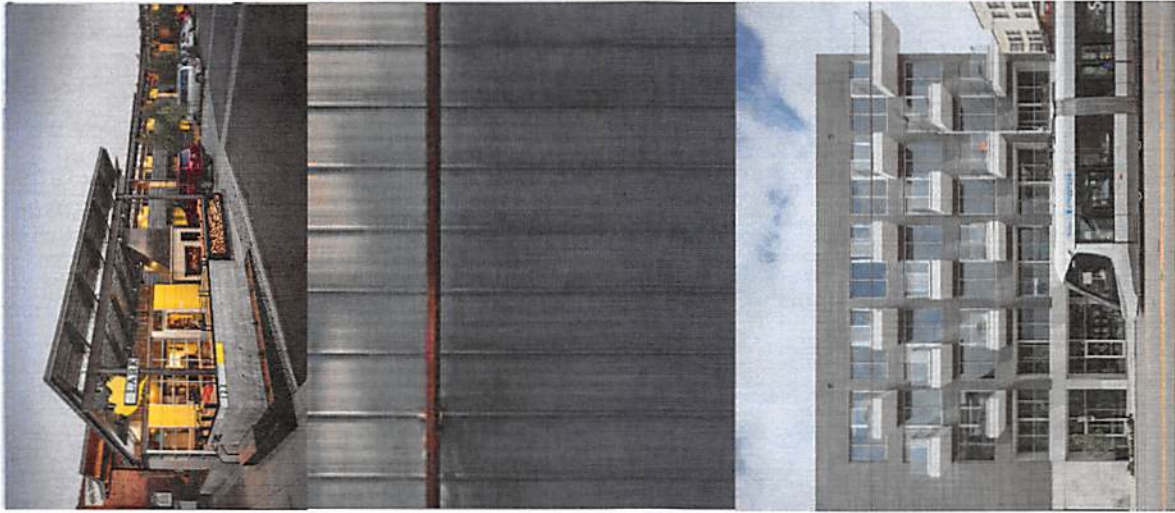
PARK CENTRAL
SCHEMATIC DESIGN

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

Performa
ARCHITECTS + ENGINEERS



Gries
Architectural Group Inc.
07/02/2020



PARK CENTRAL
SCHEMATIC DESIGN



Old Zinc Gray

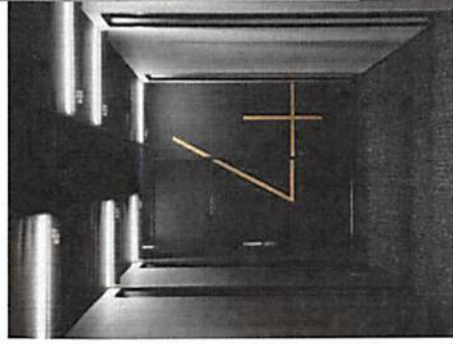
MATERIALS
SCALE



LOBBY



UNITS



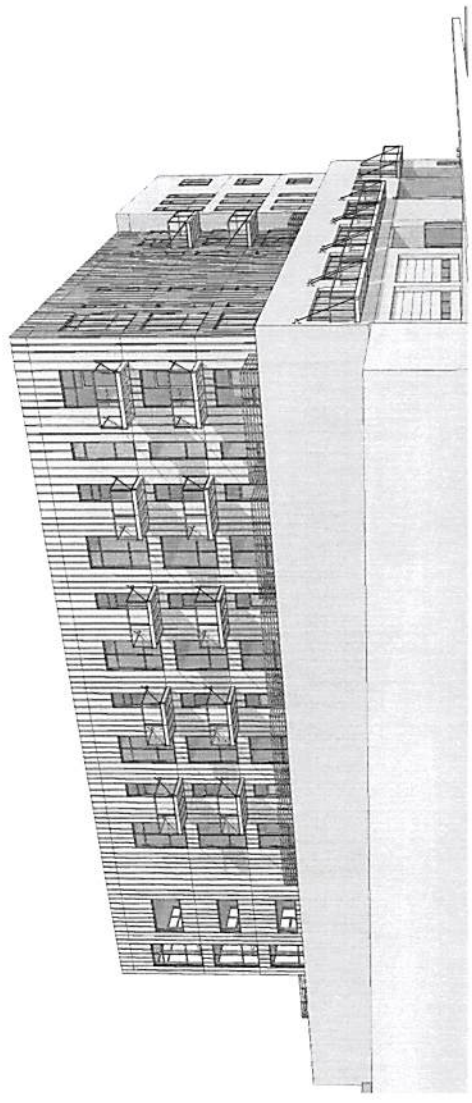
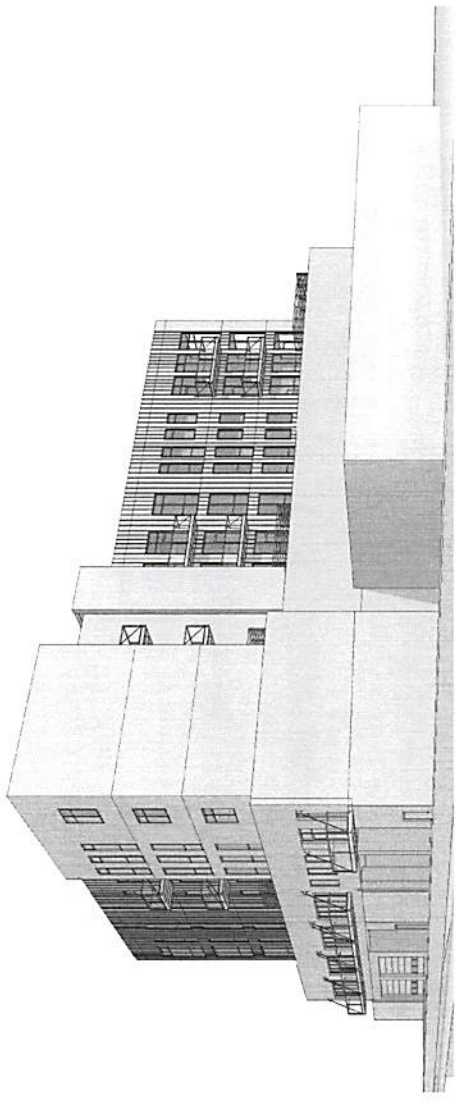
CORRIDORS

PARK CENTRAL
SCHEMATIC DESIGN

INTERIOR INSPIRATION
SCALE



Gries
Architectural Group, Inc.
07/06/2020

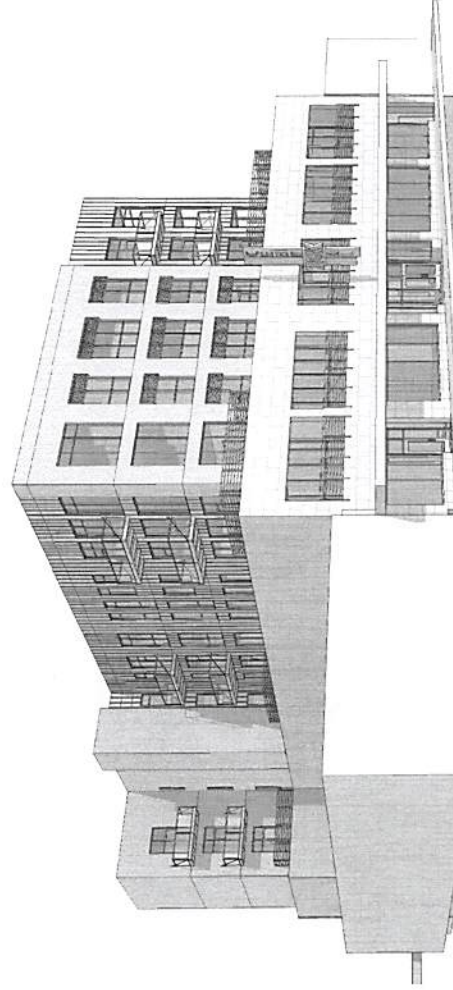


PARK CENTRAL
SCHEMATIC DESIGN

PEDESTRIAN PERSPECTIVES
SCALE



Gries
Architectural Group Inc.
07/06/2020

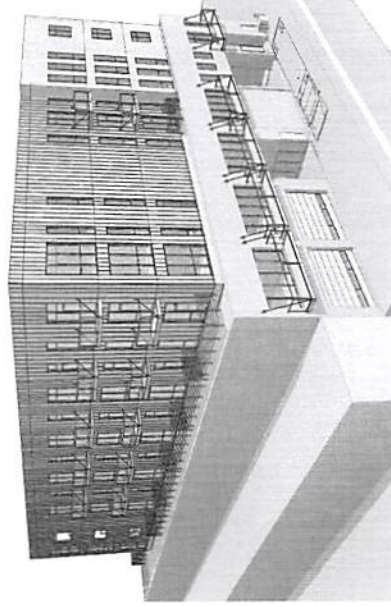
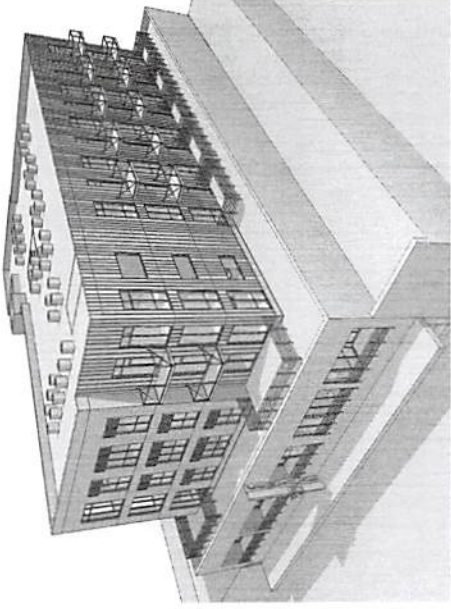
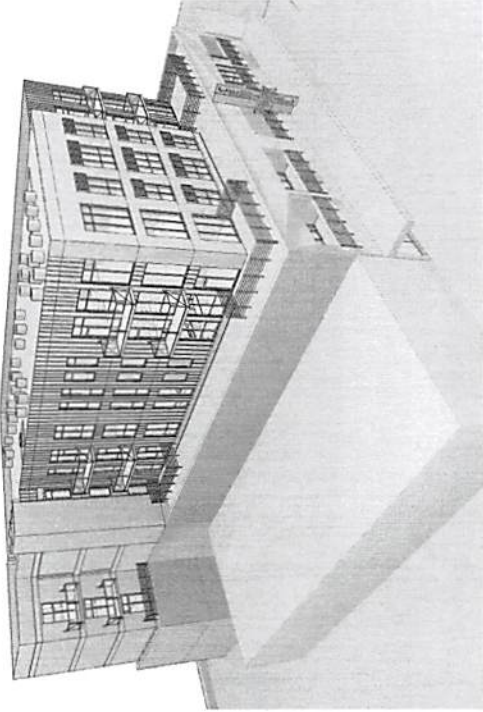


PARK CENTRAL
SCHEMATIC DESIGN

PEDESTRIAN PERSPECTIVE
SCALE



Gries
Architectural Group Inc.
07/06/2020



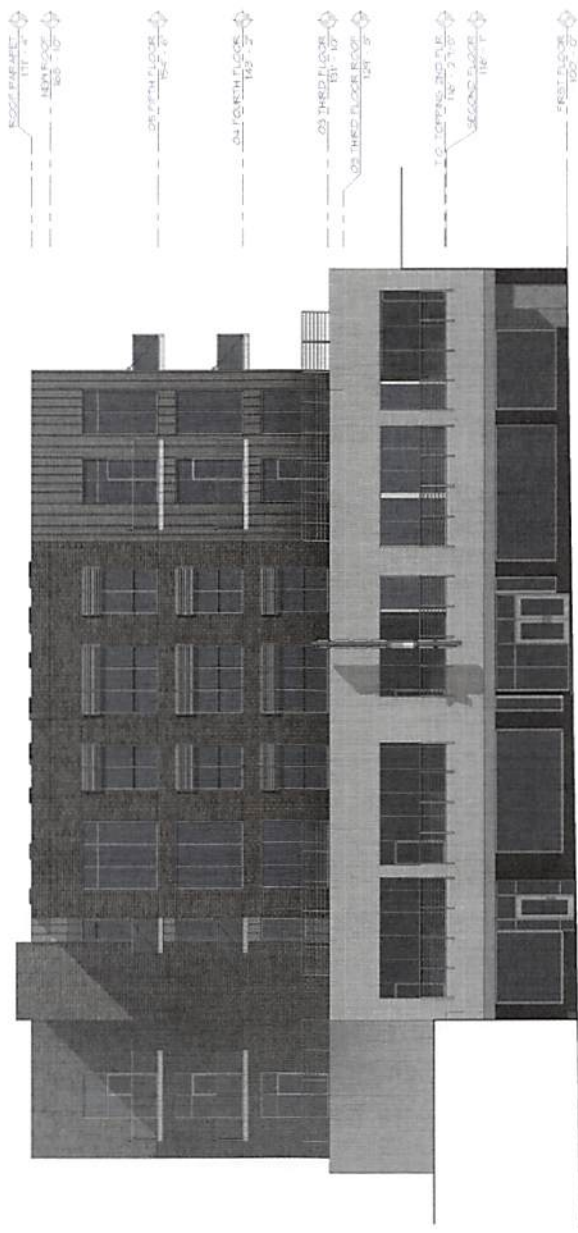
PARK CENTRAL
SCHEMATIC DESIGN

AERIAL 3D
SCALE

Performa
ARCHITECTS + ENGINEERS



Gries
Architectural Group Inc.
07/06/2020



PARK CENTRAL
SCHEMATIC DESIGN

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



Gries
Architectural Group Inc.
07/09/2020



PARK CENTRAL
SCHEMATIC DESIGN

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

Performa
ARCHITECTS + ENGINEERS



Gries
Architectural Group Inc.
07/09/2020

10 5TH FLOOR PLATE
 111'-0" x 110'-0"
 105'-0" x 110'-0"

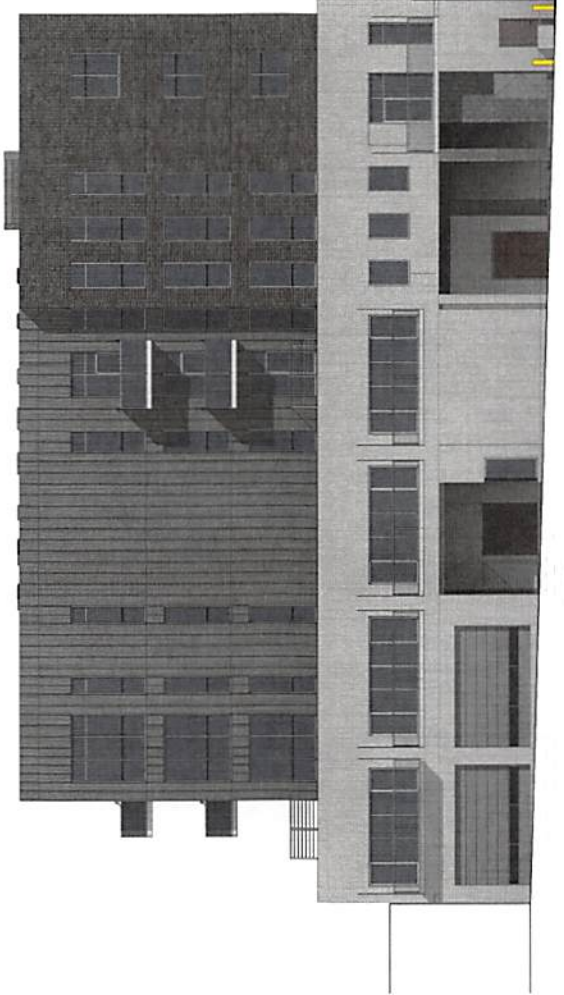
09 4TH FLOOR
 105'-0" x 110'-0"

08 3RD FLOOR
 105'-0" x 110'-0"

07 2ND FLOOR
 105'-0" x 110'-0"

06 TOPPING PLATE
 110'-0" x 110'-0"
 105'-0" x 110'-0"

05 1ST FLOOR PLATE
 110'-0" x 110'-0"
 105'-0" x 110'-0"



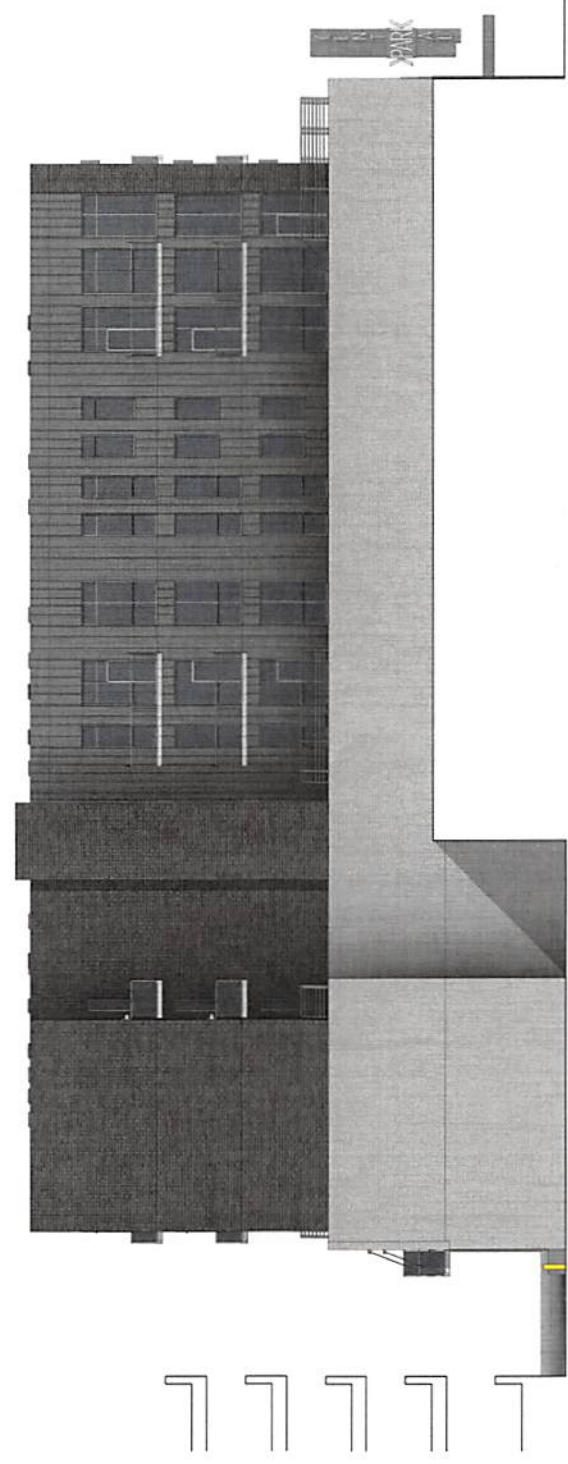
PARK CENTRAL
 SCHEMATIC DESIGN

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



Cries
 Architectural Group Inc.
 07/02/2020

FLOOR PARALLEL TO THE
 SECTION LINE
 SEVENTH FLOOR
 SIXTH FLOOR
 FIFTH FLOOR
 FOURTH FLOOR
 THIRD FLOOR
 SECOND FLOOR
 FIRST FLOOR



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

PARK CENTRAL
SCHEMATIC DESIGN

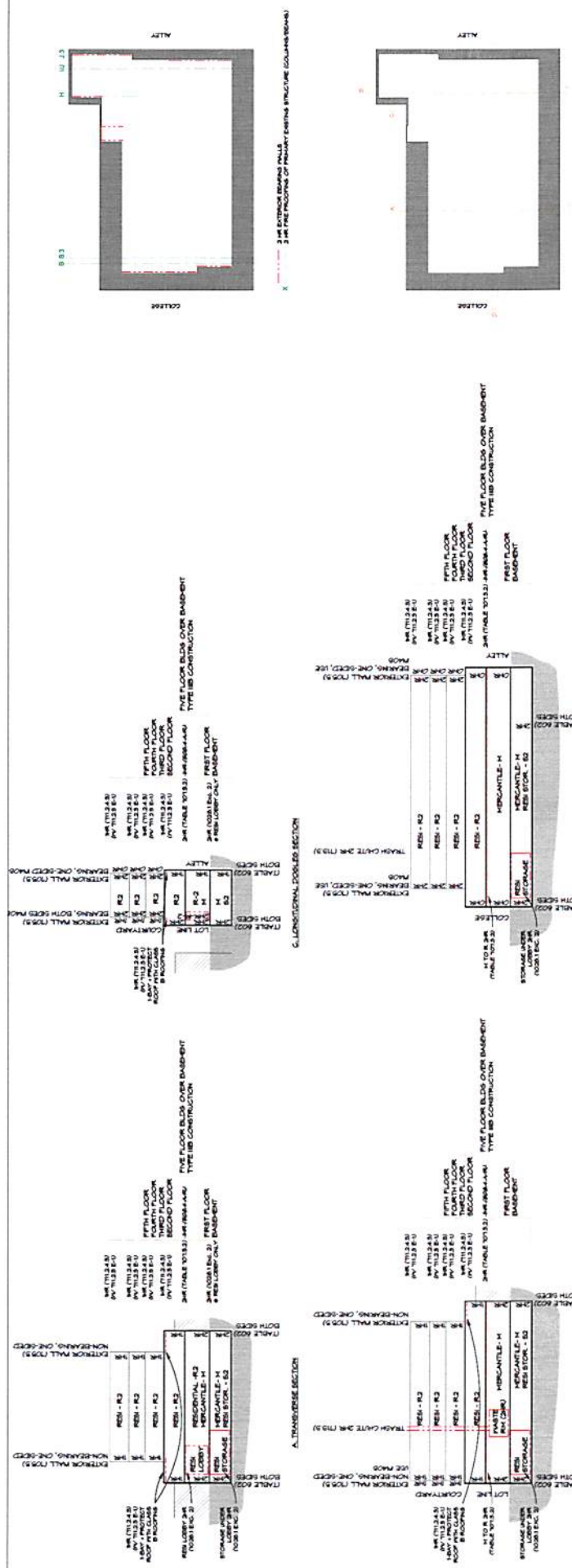


Gries
Architectural Group Inc.
07/06/2020

ASSEMBLIES
 SCALE: As Indicated

PARK CENTRAL
 SCHEMATIC DESIGN

UPPER NEED ROOF PROTECTION ASSEMBLY
 Fire Rated Assemblies
 1/4" x 1'-0"



KEY PLAN
 1/32" x 1'-0"

Rated Assemblies Concept
 1/32" x 1'-0"

- ASSEMBLY - FLOOR ASSEMBLY - 1 HR - USE FLOOR LEVEL FOUR AND FIVE ASSEMBLY (DEPENDENT ON DAMPER SELECTED)
- TABLE 703.3.3.1 - FLOOR ASSEMBLY - 1 HR - MINIMUM 3" SUCCEEDS FORMED CONCRETE THICKNESS - USE FLOOR LEVEL THREE
- 654 - FLOOR ASSEMBLY - 1 HR 1.5 HR - USE FLOOR LEVEL FIRST AND SECOND (MINIMUM 6"13 - CHECK WITH STRUCTURAL FOR THIS TYPE)
- AS23 - PRIMARY STRUCTURAL COLUMN PROTECTION - 1 HR 1.5 HR - USE BASEMENT AND FIRST FLOOR 3 HR AT BEARING WALL COLUMN LINES OF UPPER THREE FLOOR ACTION
- USA - BEARING EXTERIOR WALL - 1 HR - USE INTERIOR FACE 1 HR RATED NON-BEARING PERIMETER EXTERIOR WALLS (IF BLAZESHIELD EXTERIOR SHEATHING (USA))
- PA03 - BEARING EXTERIOR WALL - 2 HR - USE INTERIOR FACE 2 HR RATED BEARING PERIMETER EXTERIOR WALLS
- PA03 - BEARING EXTERIOR WALL - 2 HR - USE INTERIOR FACE 2 HR RATED BEARING PERIMETER EXTERIOR WALLS WITH 1 HR FACE EXTERIOR RATED PERIMETER (FROM INTERNAL PROPERTY LINES)
- UB51/UB52 - BEARING INTERIOR WALL - 1 HR - USE WALLS FLOOR LEVEL TWO, THREE, FOUR AND FIVE
- UB41 - BEARING INTERIOR WALL - 1 HR - USE WALLS FLOOR LEVEL TWO, THREE, FOUR AND FIVE
- UB42 - (STEEL STUD) SHEATHING - 2 HR - USE VERTICAL SHAPES OTHER THAN STAINES AND ELEVATORS
- UB4 - (STEEL STUD) NON-BEARING INTERIOR WALL - 1 HR 1.5 HR - USE BASEMENT AND FIRST FLOOR NOT BEARING BUT 1 HOUR RATED - MAY BE EASIER TO USE STEEL STUDS ON THESE TALLER FLOORS
- BC 703.3 - UNIT MASONRY - 2 HR - USE VERTICAL STAIR AND ELEVATOR SHAFTS
- BC 703.3 - UNIT MASONRY - 2 HR - USE VERTICAL STAIR AND ELEVATOR SHAFTS
- BC 703.3 - UNIT MASONRY - 2 HR - USE VERTICAL STAIR AND ELEVATOR SHAFTS
- BC 703.3 - UNIT MASONRY - 2 HR - USE VERTICAL STAIR AND ELEVATOR SHAFTS



MEMORANDUM

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

TO: Community & Economic Development Committee (CEDC)

FROM: Karen Harkness, Director
Matt Rehbein, Economic Development Specialist

DATE: December 14, 2022

RE: Request to approve 2023 Sponsorships for Appleton Downtown Inc. (ADI) Programs

The Council approved 2023 Budget includes funding in the Marketing & Business Services Business Unit of the Community & Economic Development Department to support small business and workforce development initiatives, as well as promoting Appleton to the broader public, businesses, and visitors.

As in the past, Appleton Downtown Inc. (ADI) has presented the City with a sponsorship proposal for 2023 (attached) that would allow the City to invest in numerous programs for both our existing residents and businesses as well as visitors and potential investors in Downtown. These programs align with the updated Comprehensive Plan 2010-2030, especially Chapter 14 Downtown Plan.

Changes to last year’s programming include the addition of a Night Market and Cultural Cuisine. The funds allocated to these events were re-allocated from Small Business Saturday to stay within the established \$15,000 total allocation from the City. Please note that Small Business Saturday sponsorship also includes the Appleton Northside Business Association (ANBA) membership area as well.

Staff Recommendation:

Request to approve \$15,000 for 2023 sponsorships for Appleton Downtown Inc. (ADI) programs as outlined in the attached document **BE APPROVED**.



Sponsorship Support Agreement *City of Appleton*

City of Appleton will be acknowledged as a support sponsor of the following events and programs, as part of this sponsorship package: Business Retention/ Residential Outreach Program, Avenue of Ice, Annual Meeting, Downtown Night Market, Cultural Cuisine Walk, Summer Support/ Farm Market, Downtown Creates Walk Events, Light Up Appleton, Small Business Saturday, and Annual Awards Celebration.

Items listed are specific to that event and are showcased under the event title. Opportunities available with each event sponsorship includes the following:

- Social media mentions leading up to the event and City of Appleton logo recognition on each event page.
- The inclusion of the City of Appleton logo will be featured on the ADI website for one full year and can be linked back to the City of Appleton website.
- Logo inclusion on all promotional materials, including tickets, posters, banners, flyers, print ads,
- Facebook exposure on the Appleton Downtown Facebook page as a Favorite page. Page currently has 20,900+ followers and is a great way to engage and interact with the community.
- Additional acknowledgement in ADI's weekly public E-blast communication.

Sponsorship Benefits:

Downtown Business Retention/ Residential Outreach \$2,000

- City of Appleton link and logo inclusion on our website supporting the downtown property search tool and business recruitment information. Website updates happening in 2023 will include City staff recommendations and resources to share.
- Downtown resident and new employee Welcome Packet inclusion with City website/resources QR code. ADI staff will create the card.
- Support for year-round business retention visits and new business attraction efforts
- Co-host of an annual Downtown Development breakfast

Avenue of Ice – ice carving \$ Included

-Promotion of Art through varieties of carved ice, while attracting customers to walk the Downtown District

- Signage designating sponsor of event and ice carving.

Annual Meeting ADI, BID, and CDA \$500

-Report to Stakeholders

- Invitation as speaker to present a few City updates.

Night Market \$2,500

-A variety of offerings under the streetlights! Food vendors, art and craft vendors, hands on activities, a pop up street dinner, street performers, live music, glow lights, and more.

- The city of Appleton would have the option of a booth 10x10 or two 10x10 booths available for promotion of various programs, such as: Appleton Public Library, Appleton Police Department, Park and Recreation Programs, etc.

Cultural Cuisine Walk \$1,000

-Walk event featuring cultural food tasting from each participating location.

- Signage designating sponsor of event.

Sustaining Summer Support with Farm Market \$2,500

-Promoting Eat Local, Shop Local – includes Downtown Businesses and Farm Market Vendors

- Support for infrastructure needs to effectively produce the Farm Market for a full season.
- Occasional booth space available for City of Appleton promotion: Appleton Public Library, Appleton Police Department, Park & Recreation, etc. Schedule to be worked out with ADI Staff.
- Facebook exposure on the Downtown Appleton Farm Market Facebook page as a Favorite page. The current page has 21,200+ fans and is a great way to engage and interact with the community.

Downtown Creates Walk Events & Placemaking Initiatives: \$2,000

-Promotion of Local Artists through Music, Art & Culture, while attracting customers to walk the Downtown District

- Three summer dates: June 17, July 15, and August 19
- Opportunity to participate during each event, perhaps each department could have a chance to share information with the public such as: *Open Office Hours with the City of Appleton*. This would be a great time to share updates on the library project or educate people on how to use Valley Transit. ADI staff can help coordinate with City departments.
- Supports additional placemaking and public art initiatives.

Light Up Appleton: \$2,500

-Free Family event to Celebrate the Light of the Season through Music, Art & Culture, while attracting customers to Downtown District for the Holidays

- City of Appleton logo on all Light up Appleton promotional material.
- Mayor is invited to help with the light up ceremony.
- Activities such as: FREE treat walk, community entertainment stage, handcrafted Market, wagon rides and so much more!

Small Business Saturday \$1,500

-City wide Shop Local promotion event

- Support for the cooperative marketing effort with ADI and ANBA to promote shopping local with small businesses throughout the city.

Downtown Business Awards Celebration table: \$500

-Celebration to Acknowledge Downtown Businesses for their Achievements

- Reserved table for eight. *
- Recognition in the program and from the stage.

Note: All in-person events are subject to permit approval.



2023 Downtown Sponsorship Agreement City of Appleton

As part of the sponsorship package, the City of Appleton will be acknowledged as a sponsor of the following events with a sponsorship total of \$15,000, and breakdown is as follows:

Sponsorship total is \$15,000 and breakdown is as follows:

Downtown Business Retention & Attraction and Development breakfast	\$2,000
Avenue of Ice – ice carving	\$ Included
Annual Meeting	\$ 500
Cultural Cuisine Walk	\$1,000
Summer Support/ Farm Market	\$2,500
Downtown Creates Walk Events	\$2,000
Downtown Business Award Celebration	\$ 500
Night Market	\$2,500
Small Business Saturday	\$1,500
Light Up Appleton	\$2,500

City of Appleton Representative

Date:

Meghan Warner
Community Partnership Director
Appleton Downtown Inc.

Date:



MEMORANDUM

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

TO: Community & Economic Development Committee (CEDC)

FROM: Matt Rehbein, Economic Development Specialist

DATE: December 14, 2022

RE: Eagle Ridge Development Agreement

EP Development purchased the former Foremost Farms property comprised of 3 parcels totaling approximately 8.3 acres from the Appleton Redevelopment Authority in March of 2017. Subsequently, Eagle Point Senior Living was constructed on the first parcel, providing 100 new riverfront senior residential units and creating just over \$15 million in assessed value. In addition, Pelican’s Nest was constructed on the second parcel, creating an additional \$5 million in assessed value with 28 memory care units.

EP Development is planning to construct an 8-unit townhouse condominium project on the final remaining parcel, Lot 3 (Eagle Ridge). It is estimated this will create an assessed value of \$4 million when complete.

Based on the analysis of current value of the property, projected value of the property, and review of proposed expenses, TIF District #8 would invest the lesser of \$595,750 or 25% of the Tax Increment Value as of January 1, 2024, plus interest thereon, to support the construction work for EP Development Inc.

Staff Recommendation:

The Development Agreement between EP Development Inc. and the City of Appleton **BE APPROVED.**

TAX INCREMENT DISTRICT NO. 8 DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the "Agreement") is dated as of the _____ day of _____, 20____, by and among EP Development, Inc., a Wisconsin corporation ("Developer") and the City of Appleton, a Wisconsin municipal corporation (the "City").

RECITALS

Developer and the City acknowledge the following:

A. Developer owns the real property located on East John Street, Lot 3 of CSM 7281, (Parcel 31-1-0772-02) Appleton, WI more particularly described in Exhibit A, attached hereto (hereafter the "Property").

B. The Property is located within the City in Tax Increment District #8 (the "District") which was created in 2009 pursuant to Section 66.1105, Wis. Stats. along with a plan for the redevelopment of the District (the "District Plan") that provides for, among other things, the financial assistance set forth in this Agreement.

C. Subject to obtaining the financial assistance set forth herein, Developer has proposed improvements to the Property to create an eight (8) unit townhouse condominium project on site (the "Project"). Each of the units in the Project are intended for sale to unrelated 3rd parties. All references to the Project include the Property.

D. Developer will create single-purpose entity ("Affiliate") to develop the Project. Any action by the Affiliate to fulfill any obligations under this agreement shall be treated as if they were completed by Developer for purposes of this Agreement.

E. The City has determined that the Project will spur economic development, expand the City's tax base and create new jobs; that such financial assistance is a Project Cost under the Tax Incremental Law; that the amount of financial assistance provided pursuant to this Agreement is the amount necessary to induce development of the Project; and, that the Project will not proceed without the financial assistance set forth in this Agreement.

F. Subject to obtaining financial assistance as set forth herein, Developer intends to undertake a redevelopment of the property that will increase the value of the Property and provide other tangible benefits to the surrounding neighborhoods and to the City as a whole, consistent with the District Plan. The City finds that this redevelopment of the Property and the fulfillment, generally, of the terms and conditions of this Agreement are in the vital and best interests of the City and its residents and serves a public purpose in accordance with state and local law.

G. The City, pursuant to Common Council Action dated December _____, 2022 has approved this Agreement and authorized the execution of this Agreement by the proper City officers on the City's behalf.

H. The Developer has approved this Agreement and authorized the appropriate officers to execute this Agreement on the Developer's behalf.

I. The base value of the Property for purposes of this Agreement, including calculating increment generated by the Project, is Seventy-one Thousand Five Hundred Dollars (\$71,500). The Developer estimates the project will create up to an additional Three Million Nine Hundred Twenty-eight Thousand Five Hundred Dollars (\$3,928,500) in incremental value.

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

AGREEMENT

NOW, THEREFORE, in consideration of the Recitals and the promises and undertakings set forth herein, the parties mutually agree and covenant as follows:

ARTICLE I UNDERTAKINGS OF THE DEVELOPER

1.1 Developer's Project shall include improvements to, and development of, the Property as set forth in Exhibit B that will result in an increase in the Property's assessed value. All aspects of the Project shall be in accordance with all applicable City zoning and building codes, ordinances and regulations.

1.2 Project Costs shall include, without limitation, costs incurred after approval of this agreement for the construction of improvements (including infrastructure improvements), environmental remediation costs, demolition, interior remodeling and development of the project.

1.3 Developer warrants and represents to the City that but for the assistance provided by the City under Article II, herein, Developer would not be able to proceed with the Project.

1.4 Developer and City acknowledge that several of the specific undertakings of the parties may require approvals from directors, boards or the City Council as applicable. The parties' agreements are conditioned upon the obtaining of all such approvals in the manner required by law. The parties cannot assure that all such approvals will be obtained; however, they agree to use their best good faith efforts to obtain them on a timely basis.

ARTICLE II UNDERTAKINGS OF THE CITY

2.1 The City shall appropriate sufficient funds for the performance of the City's obligations under this Agreement.

2.2 City shall cooperate with Developer throughout the Project and shall promptly review and/or process all submissions and applications in accordance with applicable City ordinances.

2.3 Subject to all of the terms, covenants and conditions of this Agreement and applicable provisions of law, and as an inducement by the City to Developer to carry out the Project, upon completion of the Project (which shall be defined as issuance of occupancy permits for all units of the Project (hereafter "completion")) the City will provide payments to Developer solely from the future Tax Increments (derived from both real and personal property) to assist with Developer's Project Costs. The City's total payment of Tax Increment Revenue to the Developer

shall not exceed the lesser of i) \$595,750 or ii) 25% of the Tax Increment Value as of January 1, 2024, plus interest thereon (the "Contribution").

The Contribution will be paid to Developer as follows:

2.3.1 As the sole source for payment of the Contribution, the City agrees to pay the Developer an amount equal to ninety percent (90%) of the Tax Increment Revenue attributable to, and actually received from, the Property during the calendar year.

2.3.2 Payments under this Agreement shall be due in annual installments on August 15 of the calendar year following the first tax year after completion of the Project and continuing on each August 15 thereafter for a period of time described in Sec. 4.2

2.3.3 Interest on the Contribution shall begin to accrue upon completion of the Project. The interest rate on the Contribution shall be lesser of 1) the interest rate paid by the Developer to the primary lender for the Project, as evidenced by the note indicating the loan amount; or, 2) six percent (6%).

2.3.4 The Contribution shall be a special and limited obligation of the City and not a general obligation. Payments shall first apply to accrued interest and then to the principal balance of the Contribution. Unpaid interest in any year shall be added to the principal balance of the Contribution and accrue interest. The City may prepay the Contribution, in its sole discretion, at any time, with no prepayment penalty.

2.4 This Agreement fully evidences the City's obligation to pay the Contribution. No separate instrument will be prepared to evidence the City's obligation to pay the Contribution. The Contribution shall not be included in the computation of the City's statutory debt limitation because the Contribution is limited and conditional and no taxes will be levied or pledged for its payment. Nothing in this Agreement shall be deemed to change the nature of the City's obligation from a limited and conditional obligation to a general obligation.

2.5 The City covenants to Developer that until the Contribution plus interest thereon has been paid in full, the City shall not close the District prior to its statutory expiration date.

2.6 The City shall, upon Developer's request, provide to Developer an accounting of the status of the District including, but not limited to, the outstanding principal balance of the Contribution and annual Tax Increments received from the District.

2.7 Developer hereby acknowledges that, as a result of the special and limited nature of the City's obligation to pay the Contribution, Developer's recovery of the full amount of the Contribution depends on factors including, but not limited to, future mill rates, changes in the assessed value of the Property, the failure of the Property to generate the Tax Increments at the rate expected by Developer, reduction in Tax Increments caused by revenue-sharing, changes in the Tax Increment Law, and other factors beyond the City's and/or Developer's control.

ARTICLE III PAYMENT OF TAXES

3.1 Developer shall include in its condominium documents language such that each unit shall be responsible for paying ad valorem property taxes or an equivalent PILOT payment during the life of the District.

ARTICLE IV
CONDITIONS TO PAYMENT; TERMINATION OF AGREEMENT

4.1 The City shall have no obligation to pay any portion of the Contribution to Developer unless and until all of the following conditions shall have been met:

4.1.1 The Project's completion on or before December 31, 2023 subject to reasonable extensions, not to exceed six (6) months each, for Force Majeure which shall include, but not be limited to, any delays caused by pandemic or other acts beyond the reasonable control of the Developer. Such extensions shall be by mutual written agreement and, in considering any requested extension, the City and Developer agree that each will act in good faith, cooperate in expeditious and timely approvals, and said extensions shall not be unreasonably withheld, conditioned or delayed by City.

4.2 This Agreement, and the City's obligation to make, or continue, any payments of the Contribution, shall terminate when any of the following shall have occurred:

4.2.1 The conditions in Section 4.1 are not met.

4.2.2 The Contribution is paid in full or August 15, 2036, whichever occurs first.

ARTICLE V
CONFLICT OF INTEREST

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

ARTICLE VI
WRITTEN NOTICES

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

FOR THE CITY:

City of Appleton
Community and Economic Development Department
100 North Appleton Street
Appleton, WI 54911-4799
Attention: Director

With a copy to:

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

FOR DEVELOPER:

The Alexander Company, Inc.
Attn: Colin Cassady
2450 Rimrock Road, Suite 100
Madison, WI 53713

AND

TUKK
Attn: Tom Plentka
901 Deming Way, Suite 102
Madison, WI 53717-1920

With a copy to:

Michael Best
Attn: Kevin Martin
One South Pinckney Street, Suite 700
Madison, WI 53703

ARTICLE VII ASSIGNMENT

7.1 No party to this Agreement may assign any of its interest or obligations hereunder without first obtaining the written consent of the other party except as provided herein. Developer shall have the right to collaterally assign this agreement to a lender.

ARTICLE VIII NO PARTNERSHIP OR VENTURE

8.1 Developer and its contractors or subcontractors shall be solely responsible for the completion of the Project. Nothing contained in this Agreement shall create or effect any partnership, venture or relationship between the City and Developer or any contractor or subcontractor employed by Developer in the construction of the Project.

ARTICLE IX MISCELLANEOUS

9.1 Under no circumstances shall any officer, official, director, member, manager, commissioner, agent, or employee of City or Developer have any personal liability arising out of this Agreement, and no party shall seek or claim any such personal liability.

9.2 The laws of the State of Wisconsin shall govern this Agreement.

9.3 This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument.

9.4 No modification, alteration, or amendment of this Agreement shall be binding upon any party until such modification, alteration, or amendment is reduced to writing and executed by all parties to this Agreement.

9.5 Any captions or headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any of the provisions of this Agreement.

9.6 If any provisions of this Agreement shall be held or deemed to be inoperative or unenforceable as applied in any particular case in any jurisdiction because it conflicts with any other provision or provisions of this Agreement or any constitution or statute or rule of public policy, or for any other reason, then such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. To the maximum extent possible, this Agreement shall be construed in a manner consistent with the powers of the City, including but not limited to, the City's powers under the Blight Elimination and Slum Clearance Law and the Tax Increment Law, to achieve its intended purpose. Reference is made to Section 66.1333(17) of the Wisconsin Statutes and Chapter 105, Laws of 1975 § 4, which provide that the Blight Elimination and Slum Clearance Law and the Tax Increment Law should be construed liberally to effectuate their purposes.

[Signatures on following pages]

SCHEDULE OF EXHIBITS

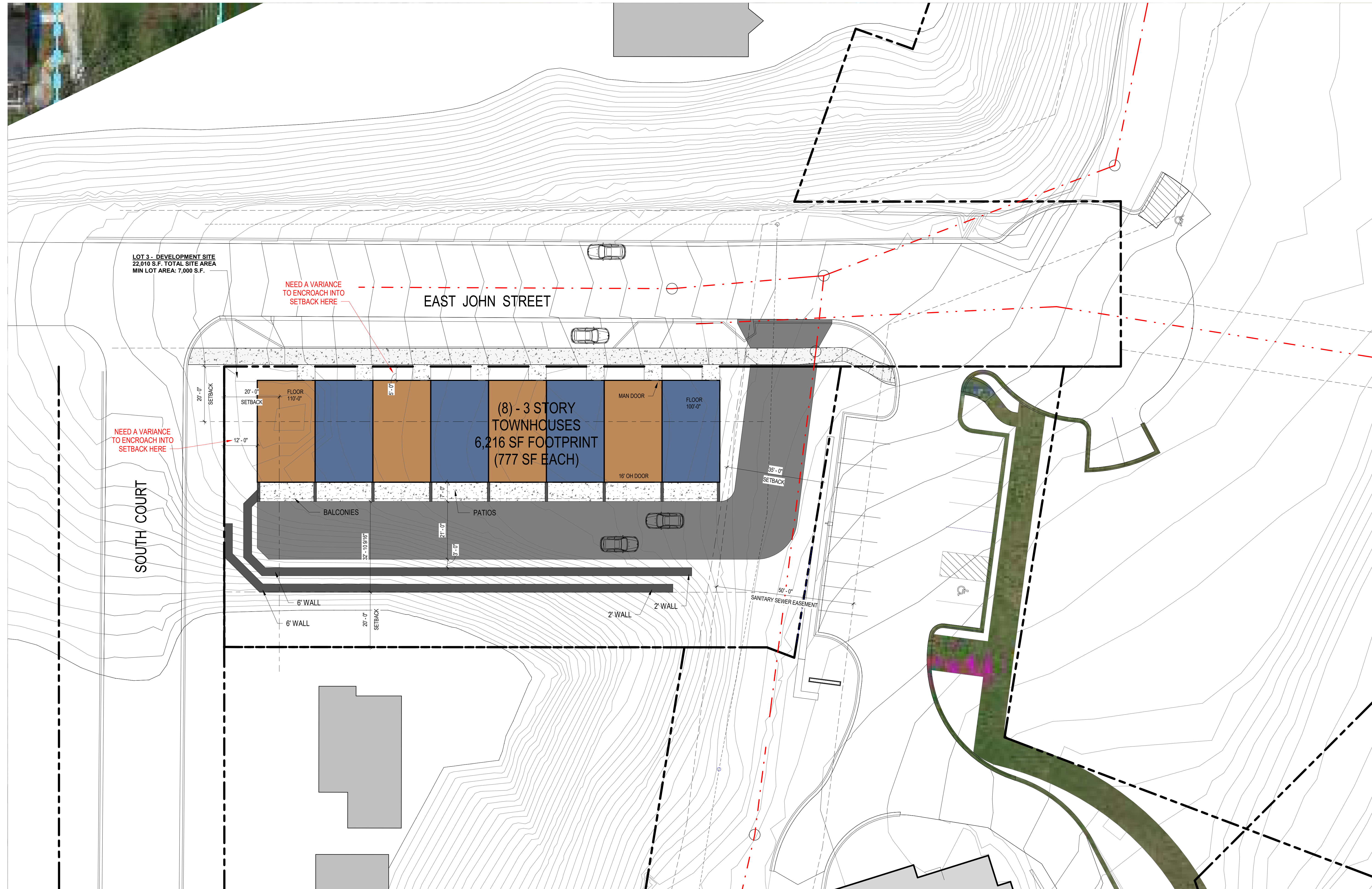
- A. Legal Description of Property
- B. Proposed Improvements

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

LOT 3 OF CERTIFIED SURVEY MAP NO. [7281](#) RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR OUTAGAMIE COUNTY, WISCONSIN ON NOVEMBER 11, 2016 IN VOLUME 43 ON PAGE [7281](#) AS DOCUMENT NO. 2089713, SAID CERTIFIED SURVEY MAP BEING ALL OF LOT 1 CERTIFIED SURVEY MAP NO. [6728](#), RECORDED IN VOLUME 40 OF CERTIFIED SURVEY MAPS ON PAGE [6728](#) AS DOCUMENT NO. 2001520, BEING PART OF THE SOUTHWEST 1/4 OF SECTION 25 AND ALSO PART OF THE NORTHWEST 1/4 OF SECTION 36, TOWNSHIP 21 NORTH, RANGE 17 EAST, CITY OF APPLETON, OUTAGAMIE COUNTY, WISCONSIN.

EXHIBIT B
PROPOSED IMPROVEMENTS



PLAN NORTH
1 SITE PLAN OPTION J
2100J 1/16" = 1'-0"

OPTION J - 5' & 12' STBK - 21'W - REAR E

Department of Public Works – Engineering Division

MEMO

TO: Utilities Committee

FROM: Danielle Block, Director of Public Works
Sue Olson, Staff Engineer
Pete Neuberger, Staff Engineer

DATE: November 28, 2022

RE: Award 2023A Stormwater Consulting Services Contract for 2023 Stormwater Management Plan Reviews to Brown and Caldwell in an amount not to exceed \$35,000.

The Department of Public Works is requesting approval of the 2023A Stormwater Consulting Services Contract with Brown and Caldwell (BC) for 2023 Stormwater Management Plan reviews in an amount not to exceed \$35,000.

The scope of work provided will vary based on submittals received for review and may include erosion control plan review, if needed. Actual costs will be charged to the City on a time and material basis.

This would be the fifth year of a potential 5-year approval for this work. The Request for Proposals specifically stated: *“With satisfactory performance on this contract by the selected consultant and consistent staffing, the selected consultant may be contracted for this same work in 2020-2023 (five year maximum) without an RFP process.”* BC has provided excellent service during the past four years, working efficiently with City staff and developers’ engineers.

Department of Public Works – Engineering Division

MEMO

TO: Utilities Committee

FROM: Danielle Block, Director of Public Works
Sue Olson, Staff Engineer
Pete Neuberger, Staff Engineer

DATE: November 28, 2022

RE: Award of 2023B Stormwater Consulting Services Contract for 2023 Stormwater Management Plan Reviews to raSmith in an amount not to exceed \$35,000.

The Department of Public Works is requesting approval of the 2023B Stormwater Consulting Services Contract with raSmith for 2023 Stormwater Management Plan reviews in an amount not to exceed \$35,000.

The scope of work provided will vary based on submittals received for review and includes review of erosion control plans for large projects over an acre, as needed. Actual costs will be charged to the City on a time and material basis.

In fall 2018, DPW solicited proposals from five engineering firms and received proposals from three of the firms. Both Brown and Caldwell and raSmith scored well and slight differences in pricing resulted in the 2019 award to Brown and Caldwell. However, due to several projects carried over from 2018 into 2019, two contracts were administered, one with each firm. The 2020, 2021 and 2022 plan review work was also awarded to both consultants due to the number and extent of plan reviews needed.

Due to the number of submittals that have been received over the past few years, the number of projects currently in the development stage and the length of time that many of these projects take to reach approval, staff continues to find that two contracts are an efficient way to provide timely service and cost effectiveness to developers. Both firms are equally qualified for this work and hourly rates are comparable, as demonstrated in the RFP process and work completed in 2019 through 2022.

Department of Public Works – Engineering Division

MEMO

TO: Utilities Committee

FROM: Danielle Block, Director of Public Works
Pete Neuberger, Staff Engineer
Sue Olson, Staff Engineer

DATE: December 1, 2022

RE: Award 2022G Stormwater Consulting Services Contract for the French Road Urbanization Study with McMahon Associates, Inc. in an amount not to exceed \$ 46,354.

The Department of Public Works is requesting approval of the 2022G stormwater consulting services contract with McMahon Associates, Inc. in an amount not to exceed \$46,354. After this contract, \$244,246 will remain in the 2022 stormwater consulting services budget.

The City continues to experience growth to the north of the current City limits. The recent Broadway Hills Estates and First Addition to Broadway Hills Estates subdivisions are located on French Road, north of Broadway Drive. This segment of French Road right-of-way is in both the City and the Town of Freedom. City water serves a church in the Town of Freedom just north of these subdivisions and they have recently made a request for sanitary sewer service. In order to be prepared for potential future development in this area, a stormwater study is needed.

The scope of work for this contract includes:

- Obtaining survey information for the various existing culverts, including sizes, accurate location, and tributary area
- Defining existing drainage areas and understanding existing flow patterns
- Understanding potential wetland and navigable stream locations and applicable regulations
- Preparing water quantity and quality models for the future road urbanization
- Locating and sizing stormwater practices to accommodate the urbanization of the road and possibly future adjacent development
- Defining land acquisition needs to accommodate stormwater practices
- 30% Design of stormwater practices and conveyance for the south portion of the study area
- Preparing budget level cost estimates for the various alternatives

In September 2022, DPW solicited proposals from four engineering firms and received proposals from three of them. Proposals were rated on a 100-point scale on the following criteria: Relevant Experience, Project Team, Project Understanding and Approach, and Schedule. Technical

Proposals were evaluated by a City review team consisting of Ross Buetow, City Engineer; Pete Neuberger, Staff Engineer; and Sue Olson, Staff Engineer. The ranking below is based on the technical scores.

<u>Rank</u>	<u>Firm</u>	<u>Score</u>	<u>Price</u>	<u>Price/Point</u>
1.	Westwood	90.67	\$79,740	\$879
2.	McMahon	90.00	\$43,761	\$486
3.	Brown and Caldwell	86.67	\$67,984	\$784

From a technical perspective, staff felt that any of the three consultants could perform the necessary work. When also considering the compensation proposals, McMahon's strengths as demonstrated in this proposal included:

- Recent projects for the City have shown they have a streamlined, cost-effective approach, which is reflected in their Compensation Proposal hours and costs.
- Successful recent urbanization projects for the City (Evergreen Drive, Alvin Street)
- Familiarity with the project area due to recent project for Grand Chute
- Overall best value on a price/point basis

Staff worked with McMahon to modify their initial proposal by:

- Adding the survey component, which was initially recommended as an optional task
- Reducing the 30% design to exclude the north end of the study area, which is in a separate drainage area and likely to be driven by County needs due to the intersection with CTH E.
- Expanding the analysis to include the impact of flow south across Broadway Drive

This resulted in a final contract cost of \$46,354. Based on the quality of work on recent projects, their proposed project approach and the cost-effective pricing, staff recommends award of this contract to McMahon Associates, Inc.

Department of Public Works – Engineering Division

MEMO

TO: Utilities Committee

FROM: Danielle Block, Director of Public Works
Pete Neuberger, Staff Engineer

DATE: December 7, 2022

RE: Amend 2021D stormwater consulting services contract for Lightning Drive Extension Final Design with raSmith in an amount not to exceed \$25,000.

The Department of Public Works is requesting approval to amend the 2021D stormwater consulting services contract for Lightning Drive Extension Final Design with raSmith in an amount not to exceed \$25,000. If the amendment is approved, the new total contract amount will be \$132,000. The amount remaining in the 2022 stormwater consulting budget will be \$210,746.

raSmith is currently contracted to provide final design and permitting for the planned extension of Lightning Drive from 600 feet north of Edgewood Drive (CTH JJ) to Broadway Drive.

The Lightning Drive extension includes two stream crossings with FEMA-regulated floodways. Prior to submitting the necessary flood study to FEMA for approval, the City is required to obtain NR116 review and concurrence from Wisconsin Department of Natural Resources (DNR).

In July 2022, raSmith submitted the draft flood study to DNR for concurrence. The flood study limits were set to the immediate area affected by the two stream crossings and included approximately 4 miles of stream; this approach is similar to the approach taken by the four previous floodplain projects within the watershed since 2008. After initial review and discussion with raSmith, DNR has determined that NR116 compliance under current State standards requires that the flood study be expanded from approximately 4 miles of stream to approximately 12.6 miles of stream. This level of effort is not included in the existing raSmith contract. At DPW's request, raSmith has estimated this additional effort will cost up to \$25,000.

Department of Public Works – Engineering Division

MEMO

TO: Utilities Committee

FROM: Danielle Block, Director of Public Works
Pete Neuberger, Staff Engineer
Sue Olson, Staff Engineer

SUBJECT: Approval to sole source and award 2022J contract for Conkey Pond Regional Pond Model Update, in an amount not to exceed \$36,910.

DATE: December 8, 2022

The Department of Public Works requests approval to sole source and award the 2022J contract for Conkey Pond Regional Pond Model Update, in an amount not to exceed \$36,910. After this contact, \$173,836 will remain in the 2022 stormwater consulting services budget.

In 2021 Brown and Caldwell (BC) was selected through an RFP process to study a portion of the Northland Creek watershed along Glendale Avenue between and including Meade Street and Ballard Road. Street flooding issues were identified in the area, but it was determined that there was no economically viable solution. Because of this recent work, their recent completion on the Citywide Stormwater Management Plan and their work under the 2022A Plan Review contract, BC has the most current information in this watershed and will be the most efficient consultant to complete the work.

Work on this contract includes:

- Update the existing XPSWMM water quantity model for the 1-, 2-, 5-, 10-, and 100-year storm events with new information on private storm sewer systems and update overland flowpaths,
- Update the hydrology model with new drainage basin boundaries, curve numbers and times of concentration,
- Evaluate the impact of future expansion and redevelopment within the watershed on the public storm sewer system and street flooding,
- Evaluate three alternatives to address street flooding and overland flow,
- Prepare a Technical Memorandum for the regional pond analysis for the Wisconsin Department of Natural Resources,
- Prepare a Technical Memorandum for the flood study to support future expansions and redevelopments in the watershed,
- Meetings and project management

The Department of Public Works is requesting to award this project now due to updated information received in late summer regarding one of the larger private drainage systems in this area and inquiries into potential expansions and redevelopments in the area. Based on recently completed projects and their continued exceptional level of service with both City and Developer schedules, DPW recommends sole sourcing this contract to Brown and Caldwell.

CITY OF APPLETON

INFORMATION TECHNOLOGY DEPARTMENT



100 N. Appleton Street
Appleton, WI 54911



(920) 832-6410



(920) 832-5885



helpdesk@appleton.org

To: HR/IT Committee

From: Corey Popp, Information Technology Director

Date: December 14, 2022

Re: Request to approve agreement for criminal justice digital evidence storage

Per the City of Appleton's Procurement and Contract Management policy (IV.C.3), I am seeking approval for an 18-month agreement for unlimited cloud storage for criminal justice digital evidence storage from Axon Enterprise. Axon is the sole provider of the Appleton Police Department's body-cam hardware and video storage. Partnering with Axon to add third-party digital evidence storage allows the City to eliminate data silos in their evidence management system and store all criminal digital evidence in a single cloud-storage solution.

Currently, digital evidence is spread out between body-cam cloud storage and two onsite City and Police Department servers. The APD's Forensic Evidence Specialists spend a significant amount of time managing evidence storage as we frequently run low (or completely exhaust) digital evidence storage resources.

Also of critical importance is that the Axon Evidence cloud-storage product is entirely compliant with all Criminal Justice Information Security (CJIS) standards enforced by the Federal Bureau of Investigation and Wisconsin Department of Justice.

The contract length is 18 months and costs \$52,806 (attached). The first installment (\$17,602) will be paid this year, and it will cover a six-month prorated term. The second installment will be paid in June 2023 (\$35,204), and it covers a 12-month term that runs coterminous with the remainder of the Axon Body-Cam agreement. In June of 2024, the two agreements will be merged into a single agreement from that point forward.

The 2022 payment (\$17,602) will come from the 2021 excess fund balance carried over and earmarked for IT in item 22-1100 (attached). The 2023 amount will be paid out of dollars already budgeted for Axon storage (\$90,000). Purchasing in 2022 allows us to avoid the initial doubling of the product's cost in 2023.



Axon Enterprise, Inc.
 17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 VAT: 86-0741227
 Domestic: (800) 978-2737
 International: +1.800.978.2737

Q-425607-44883.813JB

Issued: 11/18/2022

Quote Expiration: 12/31/2022

Estimated Contract Start Date: 01/15/2023

Account Number: 106590

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
222 S Walnut St 222 S Walnut St Appleton, WI 54911-5825 USA	Appleton Police Department-WI 222 S Walnut St Appleton, WI 54911-5825 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Julie Bosack Phone: 312-576-2829 Email: jbosack@axon.com Fax:	Corey J. Popp Phone: 920-832-5500 Email: corey.popp@appleton.org Fax: (920) 832-6044

Quote Summary

Program Length	18 Months
TOTAL COST	\$52,806.00
ESTIMATED TOTAL W/ TAX	\$52,806.00

Discount Summary

Average Savings Per Year	\$0.00
TOTAL SAVINGS	\$0.00

Payment Summary

Date	Subtotal	Tax	Total
Dec 2022	\$17,602.00	\$0.00	\$17,602.00
Jun 2023	\$35,204.00	\$0.00	\$35,204.00
Total	\$52,806.00	\$0.00	\$52,806.00

Quote Unbundled Price:	\$52,806.00
Quote List Price:	\$52,806.00
Quote Subtotal:	\$52,806.00

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
A la Carte Hardware									
100678	INVESTIGATE PRO USB DONGLE	1			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A la Carte Software									
100165	UNLIMITED 3RD-PARTY STORAGE	113	18		\$15.00	\$15.00	\$30,510.00	\$0.00	\$30,510.00
100627	INVESTIGATE PRO DONGLE LICENSE, 1-YEAR	1			\$3,000.00	\$3,000.00	\$3,000.00	\$0.00	\$3,000.00
A la Carte Services									
11642	THIRD-PARTY VIDEO SUPPORT LICENSE	113	18		\$9.00	\$9.00	\$18,306.00	\$0.00	\$18,306.00
100337	INVESTIGATE EXAMINER TRAINING	1			\$595.00	\$595.00	\$595.00	\$0.00	\$595.00
100336	INVESTIGATE OPERATOR TRAINING	1			\$395.00	\$395.00	\$395.00	\$0.00	\$395.00
Total							\$52,806.00	\$0.00	\$52,806.00

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
A la Carte	100678	INVESTIGATE PRO USB DONGLE	1	01/15/2023

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	100165	UNLIMITED 3RD-PARTY STORAGE	113	01/15/2023	07/14/2024
A la Carte	100627	INVESTIGATE PRO DONGLE LICENSE, 1-YEAR	1	01/15/2023	07/14/2024

Services

Bundle	Item	Description	QTY
A la Carte	100336	INVESTIGATE OPERATOR TRAINING	1
A la Carte	100337	INVESTIGATE EXAMINER TRAINING	1
A la Carte	11642	THIRD-PARTY VIDEO SUPPORT LICENSE	113

Payment Details

Dec 2022						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	100165	UNLIMITED 3RD-PARTY STORAGE	113	\$10,170.00	\$0.00	\$10,170.00
Year 1	100336	INVESTIGATE OPERATOR TRAINING	1	\$131.67	\$0.00	\$131.67
Year 1	100337	INVESTIGATE EXAMINER TRAINING	1	\$198.33	\$0.00	\$198.33
Year 1	100627	INVESTIGATE PRO DONGLE LICENSE, 1-YEAR	1	\$1,000.00	\$0.00	\$1,000.00
Year 1	100678	INVESTIGATE PRO USB DONGLE	1	\$0.00	\$0.00	\$0.00
Year 1	11642	THIRD-PARTY VIDEO SUPPORT LICENSE	113	\$6,102.00	\$0.00	\$6,102.00
Total				\$17,602.00	\$0.00	\$17,602.00

Jun 2023						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	100165	UNLIMITED 3RD-PARTY STORAGE	113	\$20,340.00	\$0.00	\$20,340.00
Year 2	100336	INVESTIGATE OPERATOR TRAINING	1	\$263.33	\$0.00	\$263.33
Year 2	100337	INVESTIGATE EXAMINER TRAINING	1	\$396.67	\$0.00	\$396.67
Year 2	100627	INVESTIGATE PRO DONGLE LICENSE, 1-YEAR	1	\$2,000.00	\$0.00	\$2,000.00
Year 2	100678	INVESTIGATE PRO USB DONGLE	1	\$0.00	\$0.00	\$0.00
Year 2	11642	THIRD-PARTY VIDEO SUPPORT LICENSE	113	\$12,204.00	\$0.00	\$12,204.00
Total				\$35,204.00	\$0.00	\$35,204.00

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

11/18/2022





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

TO: Finance Committee
FROM: Jake Woodford, Mayor
Jeri Ohman, Finance Director
DATE: August 22, 2022
RE: General Fund Balance Policy

The City has a general fund balance that states:

At least 75% of general fund balance in excess of the reserve policy (currently three months operating expenditures) be used for the reduction of long-term liabilities. Utilization of the remaining funds are subject to recommendation from the Finance Committee to be used for additional reduction of long-term liabilities or general fund expenditures with final Council approval.

Each year upon the conclusion of the annual audit, the general fund balance is reviewed to determine if such excess funds are available. The audit report, presented to the Finance Committee on July 11, 2022, noted an unadjusted general fund balance of \$5,273,273 in excess of the City’s reserve policy at December 31, 2021.

December 31, 2021

General Fund Balance in excess of reserve policy per audit	\$ 5,273,273
Less: Amounts from 2020 Excess Fund Balance held (Council approved 3/17/22):	
Website redesign	\$ (100,000)
Pedestrian safety	\$ (225,000)
Technology upgrades	<u>\$ (150,000)</u>
Adjusted fund balance applicable to reserve policy	<u>\$ 4,798,273</u>

Reasons for the Excess

It is unusual to have this large of an excess at year end. There were a couple major factors that contributed to the excess. First, four of the City’s TIF Districts are paying back advances (loans) that the general fund made in prior years. As the advances are paid back, this adds available cash to the general fund balance. The result of these TIF advance repayments in 2021 was a \$4,000,000 increase in the unassigned general fund balance.

Second, federal CARES and ARPA funding for COVID-19 relief expenses also played a significant role in generating the surplus. Approximately \$560,000 of these grant funds were able to be used to pay for public health and public safety personnel costs which replaced the budgeted general fund spending.

Application of the Policy

Applying the policy to the adjusted excess fund balance results in approximately \$3,598,705 (75%) being designated to be used to reduce long-term liabilities and \$1,199,568 (25%) subject to the recommendation of the Finance Committee.

Per discussion with staff, we are respectfully requesting the Finance Committee's approval to allocate \$1,175,000 as follows:

- \$20,000 *Aerial Imaging for GIS – Cover the city's portion of aerial photography costs in partnership with Outagamie County to update the GIS imagery to the present day.*
- \$130,000 *College Ave. Traffic Safety – Appropriates funds for the Traffic Section of DPW, in partnership with Community and Economic Development, Police Department, and Appleton Downtown Inc. to plan, design, and pilot/implement interventions aimed at improving the safety and multi-modal functionality of College Avenue.*
- \$50,000 *ARA Business Enhancement Grants – Renews funding for the ongoing Appleton Redevelopment Authority citywide business enhancement grant program.*
- \$150,000 *Emerald Ash Borer (EAB) Mitigation – Appropriates funds jointly to Forestry Section of DPW and the Parks, Recreation and Facilities Management Department for the purpose of EAB remediation, prioritizing Vosters Park, followed by a prioritized list of projects to be developed by staff.*
- \$550,000 *Information Technology Updates & Security – Funds Migration of Munis System to Tyler Technologies services. Any remaining funds in this allocation will be directed to areas of greatest need within Information Technology as determined by staff.*
- \$275,000 *Current Year Operating Reserve – Holds funds aside for current year needs to mitigate the effects of high inflation. Unspent balance at the end of the year will either be carried forward to maintain additional cash reserves or recommended for other purposes.*

Director Ohman will work with the City's financial advisor to determine the most cost-effective use of the remaining \$3,623,273 slated for debt reduction (either call any eligible existing debt or reduce the 2023 borrowing package).

If you have any questions on these requests, feel free to reach out to either Mayor Woodford or Director Ohman. Thank you for your consideration.

RE: Sole source police evidence storage

Jenifer S. Huss <Jenifer.Huss@Appleton.org>

Tue 12/6/2022 1:34 PM

To: Corey J. Popp <Corey.Popp@Appleton.org>; Vanessa L. Schommer <Vanessa.Schommer@appleton.org>; Jamie Griesbach <Jamie.Griesbach@appleton.org>; Chris Behrens <Chris.Behrens@Appleton.org>

Hi Corey,

The justification provided presents a solid business case to use Axon Enterprise as a sole source purchase. Per our policy, I'm interpreting the committee of jurisdiction to be Human Resources & Information Technology rather than Finance.

Thank you,
Jenifer

From: Corey J. Popp <Corey.Popp@Appleton.org>

Sent: Monday, December 5, 2022 2:58 PM

To: Jenifer S. Huss <Jenifer.Huss@Appleton.org>; Vanessa L. Schommer <Vanessa.Schommer@appleton.org>; Jamie Griesbach <Jamie.Griesbach@appleton.org>; Chris Behrens <Chris.Behrens@Appleton.org>

Subject: Sole source police evidence storage

Hello Jenifer,

I am seeking permission to sole source unlimited cloud storage for Police Department criminal justice evidence storage from Axon Enterprise. Currently, Axon is the sole provider of the Appleton Police Department's body cam hardware and video storage. Partnering with Axon to add third-party evidence storage allows the City to eliminate data silos in their evidence management system and store all criminal digital evidence in a single storage solution.

Currently, criminal justice evidence is spread out between body-cam cloud storage and two onsite City and Police Department servers. The Evidence Specialists spend a significant amount of their time managing evidence storage as we frequently run low (or completely exhaust) evidence storage resources.

Also of critical importance is that the Axon Evidence cloud-storage product is entirely compliant with all Criminal Justice Information System (CJIS) standards used by the Wisconsin Department of Justice and Federal Bureau of Investigation.

The contract length is 18 months and costs \$52,806 (attached). The first installment will be paid following Common Council approval on **December 21, 2022** in the amount of \$17,602 and will cover a six month prorated term. The second installment will be paid in June 2023 in the amount of \$35,204 and covers a 12-month term that runs coterminous with the Axon Body Cam solution currently in use at APD. In June of 2024, the two contracts will be merged into a single new contract to run conterminously from that point forward.

Per the City of Appleton's purchasing policy procedures (paragraph IV.C.3), I am preparing a memo to secure a recommendation for approval by the Finance Committee on **Monday, Dec 12** and Common Council approval on **Wednesday, Dec 21**.

The 2022 amount (\$17,602) will come from the 2021 excess fund balance carried over and earmarked for IT by Mayor Woodford in item 22-1100 (attached).

12/6/22, 3:17 PM

Mail - Corey J. Popp - Outlook

Corey Popp
IT Director
City of Appleton
corey.popp@appleton.org

cc: [@Vanessa L. Schommer](#), [@Jamie Griesbach](#), [@Chris Behrens](#)



MEMORANDUM

TO: Fox Cities Transit Commission, City of Appleton Common Council

FROM: Ron McDonald, General Manager

DATE: November 10, 2022

RE: Award Recommendation for In-Vehicle Network System Vendor

BACKGROUND

Valley Transit's fixed-route vehicles are equipped with several onboard products that require cell data to communicate with cloud-based software and enable features to function properly. The primary onboard product utilizing cell data is our automatic vehicle location (AVL) system. The AVL system provides service data and vehicle location updates to the cloud, which enables the proper function of onboard passenger information systems (stop announcements, board/alight data, interior and exterior sign messaging); assists staff with service oversight; and supplies data to our public bus tracking application.

In addition to the AVL system, other onboard products that currently do not use mobile data can be enhanced or modernized with access to cell data. This includes Valley Transit's next fare payment system, which will require cell data to expand customer payment options.

The agreement with Valley Transit's current AVL system vendor, DoubleMap, includes the provision of cell data. DoubleMap's onboard tablet houses a SIM card that enables the vendor's data plan for use by their system. This set-up limits access to only the AVL system and is not capable of supplying cell data to other onboard products. The DoubleMap system is being discontinued by the vendor. In response, Valley Transit has recently begun the procurement process to select another AVL solution to replace DoubleMap in 2023. The replacement system will require cell data to operate.

Valley Transit discussed data communication options with several AVL vendors, peer transit systems and City of Appleton IT staff. This planning was required to prepare for Valley Transit's next AVL system vendor (summer, 2023) and other onboard technologies in the future. The clear consensus is for Valley Transit to directly purchase its own cell data plan and related hardware (GPS antenna & rugged router) to supply cell data to applicable future applications/products onboard transit vehicles.

ANALYSIS

The Appleton Police Department (APD) recently purchased an in-vehicle network system for squad cars from Cellcom (De Pere, WI). The project hardware included Cradlepoint routers and exterior GPS antennas for each vehicle. The project also included an unlimited data plan and license to cloud management software, called NetCloud. The unlimited data plan is designed for "first responders" and is not throttled or restricted by Cellcom. The cloud management software enables remote access to each router in the field. This improves system oversight and will allow some support, maintenance or update tasks to occur without pulling the vehicle from service. The system provided by Cellcom to APD meets all requirements for Valley Transit vehicles.

Valley Transit is requesting a sole source purchase with Cellcom to implement a similar in-vehicle network system onboard each transit vehicle. The decision to sole source with Cellcom is based on the City of Appleton and APD's existing relationship with Cellcom, product uniformity and cost savings. Cellcom is extending the same first responder unlimited data plan to Valley Transit. The data plan cost is significantly discounted for the public sector. System uniformity will enable a single cloud management software platform for City IT staff. It will also save resources concerning install, training, repair and troubleshooting.

Valley Transit staff have reviewed this recommendation with City of Appleton IT staff familiar with the APD project. The sole source decision was reviewed and approved by City of Appleton purchasing staff.

FISCAL IMPACT

The initial hardware cost is \$55,650.71. This amount includes a router, GPS antenna, and cloud management system license for all transit revenue vehicles (29). The annual data plan fleet-wide would cost \$11, 832. Valley Transit requests an additional 10% contingency (\$6,748) for unknown costs. This brings the total year one implementation cost to \$74,230.71. Existing federal grants would cover 80% of total project cost. The remaining cost would be expensed from Valley Transit's annual budget.

After project year-one, the ongoing annual unlimited data plan cost is \$11,832 for 29 vehicles.

Please note that this in-vehicle network system purchase will remove the provision of cell data and related cost from the upcoming AVL system project budget and future onboard systems requiring cell data.

RECOMMENDATION

Staff recommends authorization for Valley Transit to complete a sole source purchase with Cellcom, De Pere, WI.



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

**PARKS, RECREATION & FACILITIES
MANAGEMENT**

Dean R. Gazza, Director

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

To: Transit Commission

From: Dean R. Gazza, Director of Parks, Recreation and Facilities Management

Date: December 13, 2022

Re: Action: Request to sole source a contract to IMEG Corporation for professional services needed to complete the building commissioning for the Valley Transit Remodeling Project, for a contract fee of \$42,950 and a contingency of 5% to not exceed a total contract of \$45,098.

This memo is a request to sole source a contract to IMEG Corporation to complete building commissioning for Valley Transit Remodeling Project. In moving forward with the Valley Transit Remodeling Project, IMEG Corporation has provided a detailed proposal for the work that is proposed with a competitive project fee of \$42,950.

Valley Transit has allocated monies to renovate the current Valley Transit Whitman Ave. Facility. The Project is designed, and based on the design, and a commissioning agent is required to ensure the finished project has been built and operating within project specifications. Building commissioning is a specialized professional service and usually costs 0.5 – 1.5% of the total construction cost. We will need to enter into a contract with a commissioning agent before the remodeling project is bid out in Mid-January 2023.

PRFMD has solicited several professional services firms for commissioning proposals, and all of the firms indicated they do not do this specialized work. IMEG Corporation was recommended by the project cost estimating firm. We contacted IMEG corporation, and they provided us with a very competitive proposal which amounts to 0.6% of the estimated project cost. This is at the very low end of typical compensation for building commissioning services.

IMEG Corporation is internationally recognized for their professional services and has completed many projects of similar scope. Based upon IMEG Corporation's previous experience, time constraints, and the lack of responses from other firms we are requesting sole sourcing the building commissioning for the Valley Transit Remodeling Project to IMEG Corporation in the amount of \$42,950 with a contingency of 5% only to be utilized as needed. We believe that our choice of IMEG Corporation will ensure that the investment is fully maximized based on their past work of highly complex and technical projects. The sole source decision was reviewed and approved by City of Appleton purchasing staff.

RECOMMENDATION:

Award the building commissioning for the Valley Transit Remodeling Project to IMEG Corporation in the amount of \$42,950 with a contingency of 5% only to be utilized as needed.

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

**2023 INTERMUNICIPAL AGREEMENT PURSUANT TO WIS. STAT. § 66.0301
BETWEEN THE CITY OF APPLETON AND OUTAGAMIE COUNTY
TO PROVIDE FOR COST SHARING OF TRANSIT SERVICES FOR ELDERLY AND DISABLED INDIVIDUALS**

I. THE PARTIES

City of Appleton, a Wisconsin municipal corporation, doing business at 100 North Appleton Street, Appleton, Wisconsin 54911-4799 ("Appleton").

Outagamie County, a Wisconsin municipal corporation, doing business at 320 South Walnut Street, Appleton, Wisconsin 54911 ("County").

Together, the municipalities may be jointly referred to as "the Parties".

II. THE RECITALS

WHEREAS, the Americans with Disabilities Act (hereinafter ADA), has resulted in an increase in trips provided by the City of Appleton's wholly owned transit service, Valley Transit, for individuals covered by the Act; and

WHEREAS, Outagamie County and the City of Appleton, in furtherance of the goals fostered by the ADA, wish to coordinate service to offset the increase in costs; and

WHEREAS, Outagamie County provides transportation services for clients of the Outagamie County Department of Human Services requiring transport to Goodwill Industries, Valley Packaging, Inc., and other sites of client service; and

WHEREAS, it has been determined to be beneficial to Valley Transit and Outagamie County to have the City of Appleton, via Valley Transit assume the responsibility for the payment of all urban and rural developmental disabilities workshop transportation service routes; and

WHEREAS, Section 66.0301, Wisconsin Statutes, provides a means by which municipalities may agree to share the cost of mutually beneficial services; and

WHEREAS, the City of Appleton is the owner of Valley Transit and assumes responsibility for and direction of its operations; and

WHEREAS, Outagamie County assumes responsibility and direction of its operation;

III. THE AGREEMENT

NOW, THEREFORE, the City of Appleton and Outagamie County, by their respective authorized representatives, do hereby agree as follows:

1. Cost Sharing Arrangements.

A. ADA Service

Outagamie County agrees to pay the local share of ADA paratransit contract costs for trips originating in the Outagamie County portion of Valley Transit's ADA service area (all of the parts of the City of Appleton that lie within Outagamie County, the City of Kaukauna, Villages of Kimberly, Little Chute and Combined Locks, and the area which is within 3/4 of a mile from all Valley Transit fixed routes within the Towns of Grand Chute, Kaukauna, Vandenbroek, and Buchanan). The parties agree that approximately 38% of such trips occur in the Outagamie County portion of Valley Transit's service area. The parties further agree that, throughout this Agreement, wherever reference

is made to Valley Transit having obligations or responsibilities, the City of Appleton, as the contracting party and the owner of Valley Transit assures the compliance of Valley Transit with all of these duties and responsibilities.

The formula for computing Outagamie County's actual ADA funding contribution will be as follows:

$$\begin{aligned}
 & \text{Outagamie County Rides x Contract Cost} \\
 + & \text{ Outagamie County Share of Administrative Costs} \\
 - & \text{ Federal Share} \\
 - & \text{ State Share} \\
 - & \text{ Farebox Revenues} \\
 = & \text{ Outagamie County's Estimated ADA Funding Requirement}
 \end{aligned}$$

In 2023, Valley Transit estimates 115,000 ADA rides of which it is estimated that 38% will originate in Outagamie County. The base contract cost per ride is estimated to average \$17.85 with a separate charge for administrative expenses. The Federal and State shares are estimated to be 28% and 28% respectively; therefore Outagamie County's estimated funding requirement will be:

\$780,045	Costs (43,700 rides at \$17.85 per ride)
131,398	38% of admin charges
(255,204)	Federal Share
(255,204)	State Share
<u>(174,800)</u>	Fares (43,700 rides at \$4.00 per ride)
\$226,235	Estimated funding

Outagamie County's actual costs will be based on actual ridership, contract costs (including fuel surcharge), federal share, state share, and fares in 2023. The full percentage of federal and state shares received by Valley Transit for transit funding assistance shall be applied to this service. All fares received as payment for the Outagamie County service shall also be applied in this formula. For 2023 the parties agree that Outagamie County's liability for ADA urban paratransit services will be capped at \$250,000 and all paratransit services will be capped at the full cost of its ancillary services.

B. *Elderly and Sunday Service*

As part of the service contract for ADA rides, Valley Transit will also provide rides to the elderly (non-ADA eligible) and Sunday service to ADA eligible passengers. Outagamie County requires certification of elderly riders for eligibility of this service. The service will be provided in the same service area described earlier. The formula for computing Outagamie County's actual contribution for this ancillary service will be based on the following:

$$\begin{aligned}
 & \text{Outagamie County Rides x Contract Cost} \\
 - & \text{ Federal Share} \\
 - & \text{ State Share} \\
 - & \text{ Farebox Revenue} \\
 + & \text{ Local Surcharge (1/3 of Federal plus 1/3 of State Share)} \\
 = & \text{ Outagamie County's Estimated Ancillary Funding Requirement}
 \end{aligned}$$

The contract costs for elderly rides will be \$17.85; Sunday service will be \$17.85. In 2023, Valley Transit estimates 3,325 Outagamie County elderly trips and 1,080 Outagamie County Sunday trips with estimated costs as follows:

\$59,351	Elderly Costs (3,325 x \$17.85)
----------	---------------------------------

(16,618)	Federal Share
(16,618)	State Share
(13,300)	Fares (3,325 x \$4.00/ride)
<u>\$11,079</u>	Local Surcharge (1/3 of Federal plus 1/3 of State Share)
\$23,894	Estimated funding

\$9,278	Sunday Costs (1,080 x \$17.85)
(5,398)	Federal Share
(5,398)	State Share
(11,880)	Fares (1,080 x \$11.00/ride)
<u>\$3,599</u>	Local Surcharge (1/3 of Federal plus 1/3 of State Share)
\$201	Estimated funding

Actual County costs will be based on actual ridership, contract costs per ride (including fuel surcharge), federal share, state share and fares in 2023. The full percentage of federal and state shares received by Valley Transit for transit funding assistance shall be applied in this formula. All fares received as payment for the Outagamie County service shall also be applied in this formula.

C. *Other Ancillary Transportation Service*

- 1) As part of this agreement, Valley Transit will be the funding mechanism for Outagamie County rural demand response paratransit service. These services will be managed separately from Valley Transit's ADA paratransit contract service (which combines with elderly, Sunday, and evening service).

The formula for computing Outagamie County's rural demand response paratransit service funding contribution will be as follows:

- + Cost of Service
- Federal Share (5310 funding)
- State Share (estimated at 28%)
- + Local Administrative Charge
- = Outagamie County's Estimated Rural Service Requirement

In 2023, Valley Transit estimates 7,500 Outagamie County rural demand response paratransit trips with estimated costs as follows:

\$ 289,125	Costs (7,500 rides x \$38.55)
(80,955)	Federal Share
(80,955)	State Share
(54,000)	Fares (7,500 x \$6.00/ride)
<u>\$ 38,506</u>	Administrative charge
\$111,721	Estimated funding

- 2 **Method of Payment.** Outagamie County will pay Valley Transit the gross cost of ADA mandated paratransit, ADA optional paratransit, and elderly (non-ADA eligible) service as outlined in this contract on a quarterly basis. Valley Transit will invoice for this service in advance of the quarter. Federal and State operating assistance will be reimbursed to Outagamie County on a quarterly basis

based on the amount paid in, actual costs, actual fares, and intergovernmental revenues. Final reconciliation of actual costs will occur at year end.

Outagamie County will pay Valley Transit monthly for the Other Ancillary Services based on the billings received from the provider. Valley Transit will invoice for this service also. Payments are due 30 days from the invoice date. Interest will accrue at a rate of 18% per year (1.5% month) thereafter unless the billing is disputed by Outagamie County.

3. Service Criteria.

Elderly Service. Service to the elderly will be provided between the hours of 9:00 a.m. and 5:00 p.m. Monday through Friday. These hours may be changed at the discretion of Outagamie County.

Rural Service. Rural demand response service will be provided between the hours of 9:00 a.m. and 4:00 p.m. Tuesday and Thursday and between 9:00 a.m. and 5:00 p.m. Monday, Wednesday and Friday. These hours may be changed at the discretion of Outagamie County.

ADA Service. Service to people with disabilities will be provided Monday through Friday 5:30 a.m. to 10:30 p.m., and Saturdays 7:30 a.m. to 10:30 p.m.

Sunday Service. Service to people with disabilities will be provided on Sundays, 7:30 a.m. to 2:00 p.m.

General. There will be no service on six of the holidays where Valley Transit does not operate (Christmas, New Years, Labor Day, Memorial Day, July 4th, and Thanksgiving). All elderly service will be basic and the ADA paratransit will be in compliance with ADA regulation, 49 CFR Section 37.131.

4. Eligibility.

Elderly Service. Service will be provided to the elderly (those persons age 60 and over who are not eligible for ADA services), although Outagamie County will encourage the use of Valley Transit's fixed route service when possible.

Rural Service. Service will be provided to the elderly (those persons age 60 and over) or disabled individuals over age 5 traveling outside Valley Transit's ADA service area.

Sunday ADA. Sunday service will be available to ADA eligible people.

ADA Service. ADA eligibility is consistent with the ADA regulations, 49 CFR Section 37.125. The service will allow advance reservation up to 14 days in advance of a trip and ensure that ADA subscription trips not absorb more than 50 percent of the ADA trips at a given time unless modified by both parties to this contract.

5. Length of Agreement. This agreement shall be in effect commencing on January 1, 2023 through December 31, 2023.

6. Statistical Reports. Valley Transit agrees to provide the County information sufficient to complete the Outagamie County semi-annual reports for submission to the Wisconsin Department of Transportation as a requirement of the Section 85.21 transportation assistance program. The information submitted must pertain to the service identified in this agreement and must be provided in a timely manner. Valley Transit will also provide to the County all other reasonable ridership or financial information which the County requests.

7. Safety. Valley Transit will monitor the safety and operational requirements of its contracted ADA, elderly, and Sunday and rural services. In the event that the parties agree to contract with a third party

for random safety and operational checks, the contract costs for such checks will be paid for by Outagamie County.

- 8. **Audit.** Valley Transit will include audit costs for its contracted ADA service in its budget without impact on Outagamie County's cost. However, any audits required for ancillary services will be added to the total cost of those services, and Outagamie County's cost impact will be as described in Section 1 above. Valley Transit shall establish and maintain accounts for the specialized transportation services receiving funding under this agreement. The accounts shall distinguish the costs of this transportation service from any other service.
- 9. **Records.** Valley Transit shall maintain such records as necessary for a period of three years from the close of the Federal fiscal year to which they pertain, which said record keeping will enable Valley Transit to meet any responsibilities it may have to the state and federal government.
- 10. **Inspection.** Valley Transit will allow inspection of records and programs, insofar as it is permitted by state and federal law, by representatives of Outagamie County, the Area Agency on Aging, the Department of Health and Social services and its authorized agents, and federal agencies, in order to confirm Valley Transit's compliance with the specifications of this agreement.
- 11. **Disclosure.** The use or disclosure by any party of any information concerning eligible clients who receive services for any purpose not connected with the administration of the service under this Contract is prohibited except with the informed, written consent of the eligible client or the client's legal guardian.
- 12. **Indemnification.** Each party to this agreement agrees to indemnify, save harmless and defend the other party from and against all liability, loss, damage, costs or expenses which a signing party may sustain, incur or be required to pay by reason of the other party's acts, errors or omissions.
- 13. **Fares.** Between January 1 and December 31, 2023, fares for elderly and ADA eligible riders will be \$4.00 in compliance with "origin to destination service" as defined in 49 CFR 37.3. Fares for Sunday service will be \$11.00 in 2023. Fares for the rural transportation will be established by Outagamie County.
- 14. **Insurance.** Valley Transit agrees that, in order to protect itself and the County, its Officers, Boards, Employees and Representatives under the indemnity provisions of the paragraph above, it will at all times during the term of this Contract keep in force as required at a minimum:

<u>Coverage</u>	<u>Limit</u>
1. Worker's Compensation Statutory	\$1,000,000 General Aggregate
2. Comprehensive General Liability	\$1,000,000 Each Occurrence
3. Auto Liability	\$1,000,000 CSL

Policies shall be issued by a company or companies authorized to do business in the State of Wisconsin and licensed by the Wisconsin Insurance Department. The County shall be given thirty (30) days advance notice of cancellation or non-renewal during the term of this Contract.

In the event any action, suit, or other proceeding is brought against the County upon any matter herein indemnified against, the County shall, within five (5) working days, give notice thereof to Valley Transit and shall cooperate with their attorneys in the defense of the action, suit or other proceeding.

- 15. **Discrimination.** In connection with the performance of work under this Agreement, Valley Transit agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, sexual orientation, developmental disability as defined in s51.01(5), Wisconsin Statutes, national origin, marital status, ancestry, arrest record,

conviction record, or membership in the National Guard, State Defense Force or any reserve component of the military forces of the United States or this state. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and section for training, including apprenticeship. Valley Transit further agrees to take affirmative action to ensure equal employment opportunities.

16. **Conditions.** This Contract is contingent upon authorization of Wisconsin and United States law and any material amendment or repeal of the same affecting relevant funding, or authority of Outagamie County or the City of Appleton shall serve to terminate this Contract, except as further agreed to by the parties hereto. It is also contingent upon continued funding by Valley Transit and Outagamie County in its budgetary process in the option years of this Agreement and upon the City of Appleton continuing the operation of Valley Transit.

17. **Modification/Termination.** Failure to comply with any part of this agreement may be considered cause for revision, suspension, or termination.

Revision or modification of this agreement must be agreed to by all parties involved by an addendum signed by the authorized representative of both parties.

This agreement can be reopened if State and Federal funding regulations restrict the type of service that can be funded in any ADA or ancillary service component of the Valley Transit budget. This does not apply to the federal funding rate.

18. **Electronic Signatures.** This Agreement may be executed in counterparts, either by original signature or verified electronic signature, each of which shall be deemed an original, but such counterparts shall together constitute but one and the same agreement. The headings in this Agreement are inserted for convenience of reference only and shall not constitute a part hereof.

IN WITNESS WHEREOF, the parties have caused the forgoing instrument to be executed on this _____ day of _____, 2022.

CITY OF APPLETON

BY: _____

JACOB A. WOODFORD, MAYOR

DATE: _____

By: _____

KAMI LYNCH, CITY CLERK

DATE: _____

PROVISION HAS BEEN MADE TO PAY THE LIABILITY,
WHICH WILL ACCRUE UNDER THE CONTRACT.

APPROVED AS TO FORM:

JERI A. OHMAN, FINANCE DIRECTOR

CHRISTOPHER R. BEHRENS, CITY ATTORNEY

[SIGNATURES CONTINUE ON THE NEXT PAGE]

OUTAGAMIE COUNTY

By: _____
THOMAS NELSON, COUNTY EXECUTIVE

By: _____
JOHN RATHMAN, DIRECTOR,
DEPARTMENT OF HEALTH & HUMAN SERVICES

APPROVED AS TO FORM:

KYLE SARGENT, CORPORATION COUNSEL
CL: A22-0939.AKA

**2023 INTERMUNICIPAL AGREEMENT PURSUANT TO WIS. STAT. § 66.0301
BETWEEN THE CITY OF APPLETON AND WINNEBAGO COUNTY
TO PROVIDE FOR COST SHARING OF TRANSIT SERVICE FOR ELDERLY AND DISABLED INDIVIDUALS**

I. THE PARTIES

City of Appleton, a Wisconsin municipal corporation, doing business at 100 North Appleton Street, Appleton, Wisconsin 54911-4799 ("City").

Winnebago County, a Wisconsin municipal corporation, doing business at 112 Otter Avenue, P.O. Box 2806, Oshkosh, Wisconsin 54903-2806 ("County").

Together, the municipalities may be jointly referred to as "the Parties".

II. THE RECITALS

WHEREAS, the Americans with Disabilities Act (hereinafter ADA), has resulted in an increase in trips provided by the City of Appleton's wholly owned transit service, Valley Transit, for individuals covered by the Act; and

WHEREAS, Winnebago County and the City of Appleton, in furtherance of the goals fostered by the ADA, wish to coordinate service to offset the increase in costs; and

WHEREAS, Winnebago County provides transportation services for clients of the Winnebago County Department of Community Programs requiring transport to sites of client service; and

WHEREAS, it has been determined to be beneficial to Valley Transit and Winnebago County, to have the City of Appleton, via Valley Transit assume the responsibility for the payment of certain urban and rural specialized transportation service routes; and

WHEREAS, Section 66.0301, Wisconsin Statutes, provides a means by which municipalities may agree to share the cost of mutually beneficial services; and

WHEREAS, the City of Appleton is the owner of Valley Transit and assumes responsibility for and direction of its operations; and

WHEREAS, Winnebago County assumes responsibility and direction of its operation; and

NOW, THEREFORE, the City of Appleton and Winnebago County, by their respective authorized representatives, do hereby agree as follows:

1. Cost Sharing Arrangements.

A. ADA Service

Winnebago County agrees to pay the local share of ADA paratransit contract costs for trips originating in the Winnebago County portion of Valley Transit's ADA service area (all of the parts of the City of Appleton that lie within Winnebago County, the Cities of Neenah and Menasha, the Village of Fox Crossing, and the area which is within 3/4 of a mile from all Valley Transit fixed routes within the Town of Neenah). The parties agree that approximately 18% of such trips occur in the Winnebago County portion of Valley Transit's service area. The parties further agree that, throughout this Agreement, wherever reference is made to Valley Transit having obligations or responsibilities, the City of Appleton, as the contracting party and the owner of Valley Transit assures the compliance of Valley Transit with all of these duties and responsibilities.

The formula for computing Winnebago County's actual ADA funding contribution will be as follows:

$$\begin{aligned}
 & \text{Winnebago County Rides x Contract Cost} \\
 + & \text{ Administrative Charges (18\%)} \\
 - & \text{ Federal Share} \\
 - & \text{ State Share} \\
 - & \text{ Farebox Revenues} \\
 = & \text{ Winnebago County's Estimated ADA Funding Requirement}
 \end{aligned}$$

In 2023, Valley Transit estimates 115,000 ADA rides of which it is estimated that 18% will originate in Winnebago County. The base contract cost per ride is estimated to average \$17.85 on a monthly basis with a separate cost for administrative expenses. The Federal and State shares are estimated to be 28% and 28% respectively; therefore, Winnebago County's estimated funding requirement will be:

\$369,495	Costs (20,700 rides at \$17.85 per ride)
62,241	18% of admin charges
(120,886)	Federal Share
(120,886)	State Share
<u>(82,800)</u>	Fares (20,700 rides at \$4.00 per ride)
\$107,164	Estimated funding

Winnebago County's actual costs will be based on actual ridership, contract costs per ride (including fuel), federal share, state share, and fares in 2023. The full percentage of federal and state shares received by Valley Transit for transit funding assistance shall be applied to this service. All fares received as payment for the Winnebago County service shall also be applied in this formula. For 2023 the parties agree that Winnebago County's liability for all paratransit service will be capped at the full costs of its ancillary programs.

B. *Sunday Service*

As part of the service contract for ADA rides, Valley Transit will also provide rides on Sunday to ADA eligible passengers. The service will be provided in the same service area described earlier. The formula for computing Winnebago County's actual contribution for this ancillary service will be based on the following:

$$\begin{aligned}
 & \text{Winnebago County Rides x Contract Cost} \\
 - & \text{ Federal Share} \\
 - & \text{ State Share} \\
 - & \text{ Farebox Revenue} \\
 + & \text{ Local Surcharge (1/3 of Federal plus 1/3 of State Share)} \\
 = & \text{ Winnebago County's Estimated Ancillary Funding Requirement}
 \end{aligned}$$

The basic contract cost for Sunday service (including fuel) is estimated to be \$17.85 per ride plus fuel. In 2023, Valley Transit estimates 84 Winnebago County Sunday trips with estimated costs as follows:

\$1,499	Sunday Costs (84 x \$17.85)
(420)	Federal Share
(420)	State Share
(924)	Fares (84 x \$11.00/ride)

\$ 280 Local Surcharge (1/3 of Federal plus 1/3 of State Share)
 \$ 15 Estimated funding

Actual County costs will be based on actual ridership, contract costs per ride (including fuel surcharge), federal share, state share and fares in 2023. The full percentage of federal and state shares received by Valley Transit for transit funding assistance shall be applied in this formula. All fares received as payment for the Winnebago County service shall also be applied in this formula.

C. *County Specialized Transportation Service*

Finally, as part of this agreement, Valley Transit will be the funding mechanism for Winnebago County's Heritage program. These services will be managed by Valley Transit separately from Valley Transit's ADA paratransit (which combines with Sunday service) contract service.

The formula for computing Winnebago County's funding contribution will be as follows:

Cost of Service
 - Federal Share (5310 funding)
 - State Share (estimated at 28%)
+ Administrative charge
 = Winnebago County's Estimated Specialized Transportation Funding Requirement

Estimated funding for 2023's Heritage program is:

\$ 13,923 Costs (780 x \$17.85)
 (9,900) Federal Share
 (3,900) State Share
 (2,730) Fares (780 x \$3.50/ride)
\$ 1,392 Administrative charge
 \$ 4,785 Estimated funding

2. **Method of Payment.** Winnebago County will pay Valley Transit the gross cost of ADA mandated paratransit and ADA optional paratransit service on a quarterly basis. Valley Transit will invoice for this service. Federal and State operating assistance will be reimbursed to Winnebago County on a quarterly basis.

Winnebago County will pay Valley Transit monthly the Heritage program based on the billings received from the provider. Valley Transit will invoice for this service also. Payments are due 30 days from the invoice date. Interest will accrue at a rate of 18% per year (1.5% per month) thereafter.

3. **Service Criteria.**

ADA Service. Service to people with disabilities will be provided Monday through Friday 5:30 a.m. to 10:30 p.m., and Saturdays 7:30 a.m. to 10:30 p.m.

Sunday Service. Service to people with disabilities will be provided on Sundays, 7:30 a.m. to 2:00 p.m.

General. There will be no service on six of the holidays where Valley Transit does not operate (Christmas, New Years, Labor Day, Memorial Day, July 4th, and Thanksgiving). All elderly will be basic service and the ADA paratransit will be in compliance with ADA regulation, 49 CFR Section 37.131.

4. **Eligibility.**

Sunday ADA. Sunday service will be available to all ADA eligible people.

ADA Service. ADA eligibility is consistent with the ADA regulations, 49 CFR Section 37.125. The service will allow advance reservation up to 14 days in advance of a trip and ensure that ADA subscription trips not absorb more than 50 percent of the ADA trips at a given time unless modified by both parties to this contract.

5. **Length of Agreement.** This agreement shall be in effect commencing on January 1, 2023, through December 31, 2023.
6. **Statistical Reports.** Valley Transit agrees to provide the County information sufficient to complete the Winnebago County semi-annual reports for submission to the Wisconsin Department of Transportation as a requirement of the Section 85.21 transportation assistance program. The information submitted must pertain to the service identified in this agreement and must be provided in a timely manner. Valley Transit will also provide to the County all other reasonable ridership or financial information which the County requests.
7. **Safety.** Valley Transit will monitor the safety and operational requirements of its contracted ADA, elderly, Sunday and Heritage service. In the event that the parties agree to contract with a third party for random safety and operational checks, the contract costs for such checks will be paid for by Winnebago County.
8. **Audit.** Valley Transit will include audit costs for its contracted ADA service in its budget without impact on Winnebago County's cost. However, any audits required for ancillary services will be added to the total cost of those services, and Winnebago County's cost impact will be as described in Section 1 above. Valley Transit shall establish and maintain accounts for the specialized transportation services receiving funding under this agreement. The accounts shall distinguish the costs of this transportation service from any other service.
9. **Records.** Valley Transit shall maintain such records as necessary for a period of three years from the close of the Federal fiscal year to which they pertain, which said record keeping will enable Valley Transit to meet any responsibilities it may have to the state and federal government.
10. **Inspection.** Valley Transit will allow inspection of records and programs, insofar as it is permitted by state and federal law, by representatives of Winnebago County, the Area Agency on Aging, the Department of Health and Social services and its authorized agents, and federal agencies, in order to confirm Valley Transit's compliance with the specifications of this agreement.
11. **Disclosure.** The use or disclosure by any party of any information concerning eligible clients who receive services for any purpose not connected with the administration of the service under this Contract is prohibited except with the informed, written consent of the eligible client or the client's legal guardian.
12. **Indemnification.** Each party to this agreement agrees to indemnify, save harmless and defend the other party from and against all liability, loss, damage, costs or expenses which a signing party may sustain, incur or be required to pay by reason of the other party's acts, errors or omissions.
13. **Fares.** Between January 1 and December 31, 2023, fares for elderly and ADA eligible riders will be \$4.00 in compliance with "origin to destination service" as defined in 49 CFR 37.3. Fares for Sunday hours will be \$11.00 in 2023.
14. **Insurance.** Valley Transit agrees that, in order to protect itself and the County, its Officers, Boards, Employees and Representatives under the indemnity provisions of the paragraph above, it will at all times during the term of this Contract keep in force as required at a minimum:

<u>Coverage</u>	<u>Limit</u>
1. Worker's Compensation Statutory	\$1,000,000 General Aggregate
2. Comprehensive General Liability	\$1,000,000 Each Occurrence
3. Auto Liability	\$1,000,000 CSL

Policies shall be issued by a company or companies authorized to do business in the State of Wisconsin and licensed by the Wisconsin Insurance Department. The County shall be given thirty (30) days advance notice of cancellation or non-renewal during the term of this Contract.

In the event any action, suit, or other proceeding is brought against the County upon any matter herein indemnified against, the County shall, within five (5) working days, give notice thereof to Valley Transit and shall cooperate with their attorneys in the defense of the action, suit or other proceeding.

15. **Discrimination.** In connection with the performance of work under this Agreement, Valley Transit agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, sexual orientation, developmental disability as defined in s51.01(5), Wisconsin Statutes, national origin, marital status, ancestry, arrest record, conviction record, or membership in the National Guard, State Defense Force or any reserve component of the military forces of the United States or this state. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and section for training, including apprenticeship. Valley Transit further agrees to take affirmative action to ensure equal employment opportunities.
16. **Conditions.** This Contract is contingent upon authorization of Wisconsin and United States law and any material amendment or repeal of the same affecting relevant funding, or authority of Winnebago County or the City of Appleton shall serve to terminate this Contract, except as further agreed to by the parties hereto. It is also contingent upon continued funding by Valley Transit and Winnebago County in its budgetary process in the option years of this Agreement and upon the City of Appleton continuing the operation of Valley Transit.
17. **Modification/Termination.** Failure to comply with any part of this agreement may be considered cause for revision, suspension, or termination.

Revision or modification of this agreement must be agreed to by all parties involved by an addendum signed by the authorized representative of both parties.

This agreement can be reopened if State and Federal funding regulations restrict the type of service that can be funded in any ADA or ancillary service component of the Valley Transit budget. This does not apply to the federal funding rate.

18. **Electronic Signatures.** This Agreement may be executed in counterparts, either by original signature or verified electronic signature, each of which shall be deemed an original, but such counterparts shall together constitute but one and the same agreement. The headings in this Agreement are inserted for convenience of reference only and shall not constitute a part hereof.

SIGNATURES CONTINUE ON THE NEXT PAGE

IN WITNESS WHEREOF, the parties have caused the forgoing instrument to be executed on this _____ day of _____, 2022.

CITY OF APPLETON

BY: _____
JACOB A. WOODFORD, MAYOR

BY: _____
KAMI LYNCH, CITY CLERK

PROVISION HAS BEEN MADE TO PAY THE LIABILITY,
WHICH WILL ACCRUE UNDER THE CONTRACT.

APPROVED AS TO FORM:

JERI A. OHMAN, FINANCE DIRECTOR

CHRISTOPHER R. BEHRENS, CITY ATTORNEY

WINNEBAGO COUNTY

BY: _____
JONATHAN DORMEL, COUNTY EXECUTIVE

DATE: _____

BY: _____
SUE ERTMER, COUNTY CLERK

DATE: _____

CL: 22-0939AKA

**2023 INTERMUNICIPAL AGREEMENT PURSUANT TO WIS. STAT. § 66.0301
BETWEEN THE CITY OF APPLETON AND WINNEBAGO COUNTY
TO PROVIDE FOR COST SHARING OF TRANSIT SERVICE FOR ELDERLY AND DISABLED INDIVIDUALS**

I. THE PARTIES

City of Appleton, a Wisconsin municipal corporation, doing business at 100 North Appleton Street, Appleton, Wisconsin 54911-4799 ("City").

Winnebago County, a Wisconsin municipal corporation, doing business at 112 Otter Avenue, P.O. Box 2806, Oshkosh, Wisconsin 54903-2806 ("County").

Together, the municipalities may be jointly referred to as "the Parties".

II. THE RECITALS

WHEREAS, the Americans with Disabilities Act (hereinafter ADA), has resulted in an increase in trips provided by the City of Appleton's wholly owned transit service, Valley Transit, for individuals covered by the Act; and

WHEREAS, Winnebago County and the City of Appleton, in furtherance of the goals fostered by the ADA, wish to coordinate service to offset the increase in costs; and

WHEREAS, Winnebago County provides transportation services for clients of the Winnebago County Department of Community Programs requiring transport to sites of client service; and

WHEREAS, it has been determined to be beneficial to Valley Transit and Winnebago County, to have the City of Appleton, via Valley Transit assume the responsibility for the payment of certain urban and rural specialized transportation service routes; and

WHEREAS, Section 66.0301, Wisconsin Statutes, provides a means by which municipalities may agree to share the cost of mutually beneficial services; and

WHEREAS, the City of Appleton is the owner of Valley Transit and assumes responsibility for and direction of its operations; and

WHEREAS, Winnebago County assumes responsibility and direction of its operation; and

NOW, THEREFORE, the City of Appleton and Winnebago County, by their respective authorized representatives, do hereby agree as follows:

1. Cost Sharing Arrangements.

A. ADA Service

Winnebago County agrees to pay the local share of ADA paratransit contract costs for trips originating in the Winnebago County portion of Valley Transit's ADA service area (all of the parts of the City of Appleton that lie within Winnebago County, the Cities of Neenah and Menasha, the Village of Fox Crossing, and the area which is within 3/4 of a mile from all Valley Transit fixed routes within the Town of Neenah). The parties agree that approximately 18% of such trips occur in the Winnebago County portion of Valley Transit's service area. The parties further agree that, throughout this Agreement, wherever reference is made to Valley Transit having obligations or responsibilities, the City of Appleton, as the contracting party and the owner of Valley Transit assures the compliance of Valley Transit with all of these duties and responsibilities.

The formula for computing Winnebago County's actual ADA funding contribution will be as follows:

$$\begin{aligned}
 & \text{Winnebago County Rides x Contract Cost} \\
 + & \text{ Administrative Charges (18\%)} \\
 - & \text{ Federal Share} \\
 - & \text{ State Share} \\
 - & \text{ Farebox Revenues} \\
 = & \text{ Winnebago County's Estimated ADA Funding Requirement}
 \end{aligned}$$

In 2023, Valley Transit estimates 115,000 ADA rides of which it is estimated that 18% will originate in Winnebago County. The base contract cost per ride is estimated to average \$17.85 on a monthly basis with a separate cost for administrative expenses. The Federal and State shares are estimated to be 28% and 28% respectively; therefore, Winnebago County's estimated funding requirement will be:

\$369,495	Costs (20,700 rides at \$17.85 per ride)
62,241	18% of admin charges
(120,886)	Federal Share
(120,886)	State Share
<u>(82,800)</u>	Fares (20,700 rides at \$4.00 per ride)
\$107,164	Estimated funding

Winnebago County's actual costs will be based on actual ridership, contract costs per ride (including fuel), federal share, state share, and fares in 2023. The full percentage of federal and state shares received by Valley Transit for transit funding assistance shall be applied to this service. All fares received as payment for the Winnebago County service shall also be applied in this formula. For 2023 the parties agree that Winnebago County's liability for all paratransit service will be capped at the full costs of its ancillary programs.

B. *Sunday Service*

As part of the service contract for ADA rides, Valley Transit will also provide rides on Sunday to ADA eligible passengers. The service will be provided in the same service area described earlier. The formula for computing Winnebago County's actual contribution for this ancillary service will be based on the following:

$$\begin{aligned}
 & \text{Winnebago County Rides x Contract Cost} \\
 - & \text{ Federal Share} \\
 - & \text{ State Share} \\
 - & \text{ Farebox Revenue} \\
 + & \text{ Local Surcharge (1/3 of Federal plus 1/3 of State Share)} \\
 = & \text{ Winnebago County's Estimated Ancillary Funding Requirement}
 \end{aligned}$$

The basic contract cost for Sunday service (including fuel) is estimated to be \$17.85 per ride plus fuel. In 2023, Valley Transit estimates 84 Winnebago County Sunday trips with estimated costs as follows:

\$1,499	Sunday Costs (84 x \$17.85)
(420)	Federal Share
(420)	State Share
(924)	Fares (84 x \$11.00/ride)

<u>\$ 280</u>	Local Surcharge (1/3 of Federal plus 1/3 of State Share)
\$ 15	Estimated funding

Actual County costs will be based on actual ridership, contract costs per ride (including fuel surcharge), federal share, state share and fares in 2023. The full percentage of federal and state shares received by Valley Transit for transit funding assistance shall be applied in this formula. All fares received as payment for the Winnebago County service shall also be applied in this formula.

C. *County Specialized Transportation Service*

Finally, as part of this agreement, Valley Transit will be the funding mechanism for Winnebago County's Heritage program. These services will be managed by Valley Transit separately from Valley Transit's ADA paratransit (which combines with Sunday service) contract service.

The formula for computing Winnebago County's funding contribution will be as follows:

Cost of Service
- Federal Share (5310 funding)
- State Share (estimated at 28%)
<u>+ Administrative charge</u>
= Winnebago County's Estimated Specialized Transportation Funding Requirement

Estimated funding for 2023's Heritage program is:

\$ 13,923	Costs (780 x \$17.85)
(3,900)	Federal Share
(3,900)	State Share
(2,730)	Fares (780 x \$3.50/ride)
<u>\$ 1,392</u>	Administrative charge
\$ 4,785	Estimated funding

2. **Method of Payment.** Winnebago County will pay Valley Transit the gross cost of ADA mandated paratransit and ADA optional paratransit service on a quarterly basis. Valley Transit will invoice for this service. Federal and State operating assistance will be reimbursed to Winnebago County on a quarterly basis.

Winnebago County will pay Valley Transit monthly the Heritage program based on the billings received from the provider. Valley Transit will invoice for this service also. Payments are due 30 days from the invoice date. Interest will accrue at a rate of 18% per year (1.5% per month) thereafter.

3. **Service Criteria.**

ADA Service. Service to people with disabilities will be provided Monday through Friday 5:30 a.m. to 10:30 p.m., and Saturdays 7:30 a.m. to 10:30 p.m.

Sunday Service. Service to people with disabilities will be provided on Sundays, 7:30 a.m. to 2:00 p.m.

General. There will be no service on six of the holidays where Valley Transit does not operate (Christmas, New Years, Labor Day, Memorial Day, July 4th, and Thanksgiving). All elderly will be basic service and the ADA paratransit will be in compliance with ADA regulation, 49 CFR Section 37.131.

4. **Eligibility.**

Sunday ADA. Sunday service will be available to all ADA eligible people.

ADA Service. ADA eligibility is consistent with the ADA regulations, 49 CFR Section 37.125. The service will allow advance reservation up to 14 days in advance of a trip and ensure that ADA subscription trips not absorb more than 50 percent of the ADA trips at a given time unless modified by both parties to this contract.

5. **Length of Agreement.** This agreement shall be in effect commencing on January 1, 2023, through December 31, 2023.
6. **Statistical Reports.** Valley Transit agrees to provide the County information sufficient to complete the Winnebago County semi-annual reports for submission to the Wisconsin Department of Transportation as a requirement of the Section 85.21 transportation assistance program. The information submitted must pertain to the service identified in this agreement and must be provided in a timely manner. Valley Transit will also provide to the County all other reasonable ridership or financial information which the County requests.
7. **Safety.** Valley Transit will monitor the safety and operational requirements of its contracted ADA, elderly, Sunday and Heritage service. In the event that the parties agree to contract with a third party for random safety and operational checks, the contract costs for such checks will be paid for by Winnebago County.
8. **Audit.** Valley Transit will include audit costs for its contracted ADA service in its budget without impact on Winnebago County's cost. However, any audits required for ancillary services will be added to the total cost of those services, and Winnebago County's cost impact will be as described in Section 1 above. Valley Transit shall establish and maintain accounts for the specialized transportation services receiving funding under this agreement. The accounts shall distinguish the costs of this transportation service from any other service.
9. **Records.** Valley Transit shall maintain such records as necessary for a period of three years from the close of the Federal fiscal year to which they pertain, which said record keeping will enable Valley Transit to meet any responsibilities it may have to the state and federal government.
10. **Inspection.** Valley Transit will allow inspection of records and programs, insofar as it is permitted by state and federal law, by representatives of Winnebago County, the Area Agency on Aging, the Department of Health and Social services and its authorized agents, and federal agencies, in order to confirm Valley Transit's compliance with the specifications of this agreement.
11. **Disclosure.** The use or disclosure by any party of any information concerning eligible clients who receive services for any purpose not connected with the administration of the service under this Contract is prohibited except with the informed, written consent of the eligible client or the client's legal guardian.
12. **Indemnification.** Each party to this agreement agrees to indemnify, save harmless and defend the other party from and against all liability, loss, damage, costs or expenses which a signing party may sustain, incur or be required to pay by reason of the other party's acts, errors or omissions.
13. **Fares.** Between January 1 and December 31, 2023, fares for elderly and ADA eligible riders will be \$4.00 in compliance with "origin to destination service" as defined in 49 CFR 37.3. Fares for Sunday hours will be \$11.00 in 2023.
14. **Insurance.** Valley Transit agrees that, in order to protect itself and the County, its Officers, Boards, Employees and Representatives under the indemnity provisions of the paragraph above, it will at all times during the term of this Contract keep in force as required at a minimum:

<u>Coverage</u>	<u>Limit</u>
1. Worker's Compensation Statutory	\$1,000,000 General Aggregate
2. Comprehensive General Liability	\$1,000,000 Each Occurrence
3. Auto Liability	\$1,000,000 CSL

Policies shall be issued by a company or companies authorized to do business in the State of Wisconsin and licensed by the Wisconsin Insurance Department. The County shall be given thirty (30) days advance notice of cancellation or non-renewal during the term of this Contract.

In the event any action, suit, or other proceeding is brought against the County upon any matter herein indemnified against, the County shall, within five (5) working days, give notice thereof to Valley Transit and shall cooperate with their attorneys in the defense of the action, suit or other proceeding.

15. **Discrimination.** In connection with the performance of work under this Agreement, Valley Transit agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, sexual orientation, developmental disability as defined in s51.01(5), Wisconsin Statutes, national origin, marital status, ancestry, arrest record, conviction record, or membership in the National Guard, State Defense Force or any reserve component of the military forces of the United States or this state. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and section for training, including apprenticeship. Valley Transit further agrees to take affirmative action to ensure equal employment opportunities.
16. **Conditions.** This Contract is contingent upon authorization of Wisconsin and United States law and any material amendment or repeal of the same affecting relevant funding, or authority of Winnebago County or the City of Appleton shall serve to terminate this Contract, except as further agreed to by the parties hereto. It is also contingent upon continued funding by Valley Transit and Winnebago County in its budgetary process in the option years of this Agreement and upon the City of Appleton continuing the operation of Valley Transit.
17. **Modification/Termination.** Failure to comply with any part of this agreement may be considered cause for revision, suspension, or termination.

Revision or modification of this agreement must be agreed to by all parties involved by an addendum signed by the authorized representative of both parties.

This agreement can be reopened if State and Federal funding regulations restrict the type of service that can be funded in any ADA or ancillary service component of the Valley Transit budget. This does not apply to the federal funding rate.

18. **Electronic Signatures.** This Agreement may be executed in counterparts, either by original signature or verified electronic signature, each of which shall be deemed an original, but such counterparts shall together constitute but one and the same agreement. The headings in this Agreement are inserted for convenience of reference only and shall not constitute a part hereof.

SIGNATURES CONTINUE ON THE NEXT PAGE

IN WITNESS WHEREOF, the parties have caused the forgoing instrument to be executed on this _____ day of _____, 2022.

CITY OF APPLETON

BY: _____
JACOB A. WOODFORD, MAYOR

BY: _____
KAMI LYNCH, CITY CLERK

PROVISION HAS BEEN MADE TO PAY THE LIABILITY,
WHICH WILL ACCRUE UNDER THE CONTRACT.

APPROVED AS TO FORM:

JERI A. OHMAN, FINANCE DIRECTOR

CHRISTOPHER R. BEHRENS, CITY ATTORNEY

WINNEBAGO COUNTY

BY: _____
JONATHAN DORMEL, COUNTY EXECUTIVE

DATE: _____

BY: _____
SUE ERTMER, COUNTY CLERK

DATE: _____

CL: 22-0939AKA

**2023 INTERMUNICIPAL AGREEMENT PURSUANT TO WIS. STAT. § 66.0301
BETWEEN THE CITY OF APPLETON AND CALUMET COUNTY
TO PROVIDE FOR COST SHARING OF TRANSIT SERVICE FOR ELDERLY AND DISABLED INDIVIDUALS**

I. THE PARTIES

City of Appleton, a Wisconsin municipal corporation, doing business at 100 North Appleton Street, Appleton, Wisconsin 54911-4799 (“City”).

Calumet County, a Wisconsin municipal corporation, doing business at 206 Court Street, Chilton, Wisconsin 53014 (“County”).

Together, the municipalities may be jointly referred to as “the Parties”.

II. THE RECITALS

WHEREAS, the Americans with Disabilities Act (hereinafter ADA), has resulted in an increase in trips provided by the City’s wholly owned transit service, Valley Transit, for individuals covered by the Act; and

WHEREAS, the County and the City, in furtherance of the goals fostered by the ADA, wish to coordinate service to offset the increase in costs; and

WHEREAS, Section 66.0301 of the Wisconsin Statutes, provides a means by which municipalities may agree to share the cost of mutually beneficial services; and

WHEREAS, the City is the owner of Valley Transit and assumes responsibility for and direction of its operations;

III. THE AGREEMENT

NOW, THEREFORE, the City and the County, by their respective authorized representatives, do hereby agree as follows:

1. Cost Sharing Arrangements.

A. ADA and Sunday Service

Calumet County agrees to pay the local share of ADA and Sunday paratransit contract costs for trips originating in the Calumet County portion of Valley Transit’s ADA service area (all of the parts of the Cities of Appleton and Menasha that lie within Calumet County and the area that is within 3/4 of a mile from all Valley Transit fixed routes within the Village of Harrison). The parties agree that approximately 3% of such trips occur in the Calumet County portion of Valley Transit’s service area. The parties further agree that, throughout this Agreement, wherever reference is made to Valley Transit having obligations or responsibilities, the City of Appleton, as the contracting party and the owner of Valley Transit assures the compliance of Valley Transit with all of these duties and responsibilities.

The formula for computing Calumet County’s actual ADA funding contribution will be as follows:

Calumet County Rides x Contract Cost

- + Administrative Charges (4%)
- Federal Share
- State Share
- Farebox Revenues
- = Calumet County's Estimated ADA Funding Requirement

In 2023, Valley Transit estimates 115,000 ADA rides of which it is estimated that 3% will originate in Calumet County. The base contract cost per ride is estimated to average \$17.85 with a separate charge for administrative expenses. The Federal and State shares are estimated to be 28% and 28% respectively; therefore, Calumet County's estimated funding requirements will be:

\$61,583	Costs (3,450 rides at \$17.85 per ride)
10,374	Administrative charges (3%)
(20,148)	Federal Share
(20,148)	State Share
<u>\$ (13,800)</u>	Fares (3,450 rides at \$4.00 per ride)
\$ 17,861	Estimated funding

Calumet County's actual costs will be based on actual ridership, contract costs (including fuel), federal share, state share, and fares in 2023. The full percentage of federal and state shares received by Valley Transit for transit funding assistance shall be applied to this service. All fares received as payment for the Calumet County service shall also be applied in this formula.

B. *Elderly and Sunday Service*

As part of the service contract for ADA rides, Valley Transit will also provide rides on Sundays to ADA eligible and the elderly (non-ADA eligible). Calumet County may require certification of elderly riders for eligibility of this service. The service will be provided in the same service area described earlier. The formula for computing Calumet County's actual contribution for this ancillary service will be based on the following:

- Calumet County Rides x Contract Cost
- Federal Share
- State Share
- Farebox Revenue
- + Local Surcharge (1/3 of Federal plus 1/3 State Share)
- = Calumet County's Estimated Ancillary Funding Requirement

The contract costs (including fuel) for elderly rides will be \$17.85; Sunday service will be \$17.85. In 2023, Valley Transit estimates 175 Calumet County elderly trips and 36 Sunday trips with estimated costs as follows:

\$3,124	Elderly Costs (175 x \$17.85)
(875)	Federal Share
(875)	State Share
(700)	Fares (175 x \$4.00/ride)
<u>\$ 583</u>	Local Surcharge (1/3 of Federal plus 1/3 of State Share)
\$ 1,257	Estimated funding

\$ 643	Sunday Costs (36 x \$17.85)
(180)	Federal Share
(180)	State Share
(396)	Fares (36 x \$11.00/ride)
<u>\$ 120</u>	Local Surcharge (1/3 of Federal plus 1/3 of State Share)
\$ 7	Estimated funding

Actual County costs will be based on actual ridership, contract costs per ride, federal share, state share, and fares in 2023. The full percentage of federal and state shares received by Valley Transit for transit funding assistance shall be applied in this formula. All fares received as payment for the Calumet County service shall also be applied in this formula.

C. *Other Ancillary Transportation Service*

- 1) As part of this agreement, Valley Transit will be the funding mechanism for the rural van service. This service will be managed by Calumet County separately from Valley Transit's ADA paratransit (which combines with elderly, Sunday, and evening service) contract service which Valley Transit will manage.

The formula for computing Calumet County's funding contribution will be as follows:

Cost of Service
- Federal Share
- State Share
- Fares
<u>+ Local Surcharge (1/2 of Federal plus 1/2 of State Share)</u>
= Calumet County's Estimated Ancillary Funding Requirement

In 2023 the cost estimate is as follows:

\$ 28,800	Costs
(8,064)	Federal Share
(8,064)	State Share
(18,700)	Fares
<u>\$ 8,064</u>	Local Surcharge (1/2 of Federal plus 1/2 of State Share)
\$ 2,036	Estimated funding

2. **Method of Payment.** Calumet County will pay Valley Transit the gross cost of ADA mandated paratransit, ADA optional paratransit, and elderly (non-ADA eligible) service on a quarterly basis upon receipt by Valley Transit of quarterly ridership reports. Valley Transit will invoice for this service. Federal and State operating assistance will be reimbursed to Calumet County on a quarterly basis.

Calumet County will pay Valley Transit monthly for the other Ancillary Services based on billings received from the provider. Valley Transit will invoice for this service also. All payments are due 30 days from the invoice date. Interest will accrue at a rate of 18% per year (1.5% per month) thereafter.

3. **Service Criteria.**

- Elderly Service.* Service to the elderly will be provided between the hours of 9:00 a.m. and 5:00 p.m. Monday through Friday.
- ADA Service.* Service to people with disabilities will be provided Monday through Friday 5:30 a.m. to 10:30 p.m., and Saturdays 7:30 a.m. to 10:30 p.m.
- Sunday Service.* Service to people with disabilities will be provided on Sundays, 7:30 a.m. to 2:00 p.m.
- General.* There will be no service on six of the holidays where Valley Transit does not operate (Christmas, New Years, Labor Day, Memorial Day, July 4th, and Thanksgiving). All elderly service will be basic and the ADA paratransit will be in compliance with ADA regulation, 49 CFR Section 37.131.

4. **Eligibility.**

- Elderly Service.* Service will be provided to the elderly (those persons aged 60 and over who are not eligible for ADA services), although Calumet County will encourage the use of Valley Transit's fixed route service when possible.
- Sunday ADA.* Sunday service will be available to ADA eligible persons.
- ADA Service.* ADA eligibility is consistent with the ADA regulations, 49 CFR Section 37.125. The service will allow advance reservation up to 14 days in advance of a trip and ensure that ADA subscription trips not absorb more than 50 percent of the ADA trips at a given time unless modified by both parties to this contract.

5. **Length of Agreement.** This agreement shall be in effect commencing on January 1, 2023, through December 31, 2023.
6. **Statistical Reports.** Valley Transit agrees to provide the County information sufficient to complete the Calumet County semi-annual reports for submission to the Wisconsin Department of Transportation as a requirement of the Section 85.21 transportation assistance program. The information submitted must pertain to the service identified in this agreement and must be provided in a timely manner. Valley Transit will also provide to the County all other reasonable ridership or financial information which the County requests.
7. **Safety.** Valley Transit will use internal staff to monitor the safety and operational requirements of its contracted ADA, elderly, Sunday and evening service and Calumet County Van Service.
8. **Audit.** Valley Transit will include audit costs for its contracted ADA service in its budget without impact on Calumet County's cost. Valley Transit shall establish and maintain accounts for the specialized transportation services receiving funding under this agreement. The accounts shall distinguish the costs of this transportation service from any other service.
9. **Records.** Valley Transit shall maintain such records as necessary for a period of three years from the close of the Federal fiscal year to which they pertain, which said record keeping will enable Valley Transit to meet any responsibilities it may have to the state and federal government.
10. **Inspection.** Valley Transit will allow inspection of records and programs, insofar as it is permitted by state and federal law, by representatives of Calumet County, the Area Agency on Aging, the Department of Health and Social services and its authorized agents, and federal agencies, in order to confirm Valley Transit's compliance with the specifications of this agreement.
11. **Disclosure.** The use or disclosure by any party of any information concerning eligible clients who receive services for any purpose not connected with the administration of the service under this

Contract is prohibited except with the informed, written consent of the eligible client or the client's legal guardian.

12. **Indemnification.** Each party to this agreement agrees to indemnify, save harmless and defend the other party from and against all liability, loss, damage, costs or expenses which a signing party may sustain, incur or be required to pay by reason of the other party's acts, errors or omissions.
13. **Fares.** Between January 1 and December 31, 2023, fares for elderly and ADA eligible riders will be \$4.00 in compliance with "origin to destination service" as defined in 49 CFR 37.3. Fares for Sunday service will be \$11.00 in 2023.
14. **Insurance.** Valley Transit agrees that, in order to protect itself and the County, its Officers, Boards, Employees and Representatives under the indemnity provisions of the paragraph above, it will at all times during the term of this Contract keep in force as required at a minimum:

<u>Coverage</u>	<u>Limit</u>
1. Worker's Compensation Statutory	\$1,000,000 General Aggregate
2. Comprehensive General Liability	\$1,000,000 Each Occurrence
3. Auto Liability	\$1,000,000 CSL

Policies shall be issued by a company or companies authorized to do business in the State of Wisconsin and licensed by the Wisconsin Insurance Department. The County shall be given thirty (30) days advance notice of cancellation or non-renewal during the term of this Contract.

In the event any action, suit, or other proceeding is brought against the County upon any matter herein indemnified against, the County shall, within five (5) working days, give notice thereof to Valley Transit and shall cooperate with their attorneys in the defense of the action, suit or other proceeding.

15. **Discrimination.** In connection with the performance of work under this Agreement, Valley Transit agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, sexual orientation, developmental disability as defined in s51.01(5), Wisconsin Statutes, national origin, marital status, ancestry, arrest record, conviction record, or membership in the National Guard, State Defense Force or any reserve component of the military forces of the United States or this state. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and section for training, including apprenticeship. Valley Transit further agrees to take affirmative action to ensure equal employment opportunities.
16. **Conditions.** This Contract is contingent upon authorization of Wisconsin and United States law and any material amendment or repeal of the same affecting relevant funding, or authority of Calumet County or the City of Appleton shall serve to terminate this Contract, except as further agreed to by the parties hereto. It is also contingent upon continued funding by Valley Transit and Calumet County in its budgetary process in the option years of this Agreement and upon the City of Appleton continuing the operation of Valley Transit.
17. **Modification/Termination.** Failure to comply with any part of this agreement may be considered cause for revision, suspension, or termination.

Revision or modification of this agreement must be agreed to by all parties involved by an addendum signed by the authorized representative of both parties.

This agreement can be reopened if State and Federal funding regulations restrict the type of service that can be funded in any ADA or ancillary service component of the Valley Transit budget. This does not apply to the federal funding rate.

18. **Electronic Signatures.** This Agreement may be executed in counterparts, either by original signature or verified electronic signature, each of which shall be deemed an original, but such counterparts shall together constitute but one and the same agreement. The headings in this Agreement are inserted for convenience of reference only and shall not constitute a part hereof.

IN WITNESS WHEREOF, the parties have caused the forgoing instrument to be executed on this _____ day of _____, 2022.

CITY OF APPLETON

BY: _____
JACOB A. WOODFORD, MAYOR

By: _____
KAMI LYNCH, CITY CLERK

PROVISION HAS BEEN MADE TO PAY THE LIABILITY,
WHICH WILL ACCRUE UNDER THE CONTRACT.

APPROVED AS TO FORM:

JERI A. OHMAN, FINANCE DIRECTOR

CHRISTOPHER R. BEHRENS, CITY ATTORNEY

CALUMET COUNTY

BY: _____
TODD ROMENESKO, ADMINISTRATOR

DATE: _____

APPROVED AS TO FORM:

KIMBERLY TENERELLI, CORPORATION COUNSEL
CL: A22-0939AKA

**2023 INTERMUNICIPAL AGREEMENT PURSUANT TO WIS. STAT. § 66.0301
BETWEEN THE CITIES OF APPLETON AND NEENAH AND THE VILLAGE OF FOX CROSSING,
TO PROVIDE FOR COST-SHARING OF TRANSIT SERVICES FOR THE ELDERLY**

I. THE PARTIES

The City of Appleton, a Wisconsin municipal corporation, doing business at 100 North Appleton Street, Appleton, Wisconsin 54911-4799 ("Appleton").

The City of Neenah, a Wisconsin municipal corporation, doing business at 211 Walnut Street, Neenah, Wisconsin 54956 ("Neenah").

The Village of Fox Crossing, a Wisconsin municipal corporation, doing business at 2000 Municipal Drive, Neenah Wisconsin 54956 ("Fox Crossing").

Together, the municipalities may be jointly referred to as "the Parties".

II. THE RECITALS

WHEREAS, the City of Appleton, the owner of Valley Transit, assumes responsibility for and direction of its operations, and

WHEREAS, the City of Neenah and the Village of Fox Crossing operate Northern Winnebago Dial-A-Ride, a transportation program (hereinafter referred to as "DIAL-A-RIDE") for the benefit of the elderly of the Cities of Neenah and Menasha, and the Village of Fox Crossing, and

WHEREAS, the Cities of Appleton and Neenah and the Village of Fox Crossing wish to coordinate services to maximize outside revenue sources.

III. THE AGREEMENT

NOW, THEREFORE, the Cities of Appleton and Neenah and the Village of Fox Crossing by their respective representatives, do hereby agree as follows:

1. **COST-SHARING AGREEMENT.**

Expenses for the Dial-A-Ride program will be shared based on the following formula:

$$\begin{aligned} & \text{Dial-A-Ride x Contract Cost} \\ & - \text{Federal Share} \\ & - \text{State Share} \\ & - \text{Farebox Revenues} \\ & + \text{Administrative Charge} \\ & = \text{City of Neenah and Village of Fox Crossing Estimated Contribution} \end{aligned}$$

Valley Transit, the City of Neenah and the Village of Fox Crossing estimate that there will be 8,800 rides in 2023. Cost estimates are as follows:

**Breakdown by Municipality of Total
Costs**

	<u>Total Program Cost</u>	Neenah/Menasha <u>(6,800 rides)</u>	Village of Fox Crossing <u>(2000 rides)</u>
Cost for Dial-A-Ride (8,800 X \$17.85)	\$157,080	\$121,380	\$35,700
Federal Share	(38,125)	(31,051)	(7,074)
State Share	(43,990)	(33,990)	(10,000)
Fares (\$3.50)	(30,800)	(23,800)	(7,000)
Administrative Charge	<u>15,708</u>	<u>12,138</u>	<u>3,570</u>
City of Neenah and Village of Fox Crossing Estimated Contribution*	\$59,873	\$44,677	\$15,196

Actual costs will be based on actual ridership, federal share, state share, and fares in 2023.

*This cost figure is illustrative given that the amounts used in the formula are estimates.

2. **METHOD OF PAYMENT.** Payment by Valley Transit to the contractor will be made monthly based on ridership information provided by the City of Neenah and the Village of Fox Crossing to Valley Transit. Valley Transit will invoice the City of Neenah and the Village of Fox Crossing for its contribution on a monthly basis.
3. **LENGTH OF AGREEMENT.** This agreement shall be for the calendar year 2023. Renewal shall occur upon mutual agreement by the parties 30 days prior to the termination date of this contract.
4. **PROGRAM ADMINISTRATION AND REPORTING.** Valley Transit, the City of Neenah and the Village of Fox Crossing shall be responsible for administration of the Dial-A-Ride Program.
5. **INSPECTION.** Both parties agree to allow inspection of each other's records and books so far as permitted by law. Record inspection shall be allowed upon reasonable notice in order to confirm compliance with the terms and conditions of this agreement.
6. **AUDIT.** Any audits required for Dial-A-Ride services will be added to the total cost of those services, and the City of Neenah's and the Village of Fox Crossing's cost impact will be as described in Section 1 above. Valley Transit shall establish and maintain accounts for the specialized transportation services receiving funding under this agreement. The accounts shall distinguish the costs of this transportation service from any other service.
7. **INDEMNIFICATION.** Each party to this agreement agrees to indemnify, save harmless and defend the other party from and against all liability, loss, damage, costs or expenses which a signing party may sustain, incur or be required to pay by reason of the other party's acts, errors or omissions.
8. **INSURANCE.** The Cities of Appleton and Neenah and the Village of Fox Crossing agree at all times during the existence of this Agreement to keep in force the following insurance coverages:

<u>Coverage</u>	<u>Limit</u>
Worker's Compensation	Statutory Limit
Comprehensive General Liability	\$1,000,000 Each Occurrence
Auto Liability	\$1,000,000 CSL

9. **DISCRIMINATION.** In connection with the performance of work under this agreement, the Cities of Appleton and Neenah and the Village of Fox Crossing agree not to discriminate against any

employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, sexual orientation, development disability as defined in §5101 (5), Wis. Stats., national origin, marital status, ancestry, arrest record, conviction record, or membership in the National Guard, State Defense Force or any reserve component of the military forces of the United States or this State. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other form of compensation; and section for training, including apprenticeship. Valley Transit further agrees to take affirmative action to ensure equal employment opportunities.

10. **CONDITIONS**. This agreement is contingent upon authorization of Wisconsin and United States law and any material amendment or repeal of the same affecting relevant funding, or authority of the Cities of Appleton and Neenah and the Village of Fox Crossing shall serve to terminate this agreement.

11. **MODIFICATION/TERMINATION**. Failure to comply with any material part of this agreement may be considered cause for revision, suspension, or termination.

Revision or modification of this agreement must be agreed to by all parties involved by a written addendum signed by the authorized representatives of each party.

12. **ELECTRONIC SIGNATURES**. This Agreement may be executed in counterparts, either by original signature or verified electronic signature, each of which shall be deemed an original, but such counterparts shall together constitute but one and the same agreement. The headings in this Agreement are inserted for convenience of reference only and shall not constitute a part hereof.

IN WITNESS WHEREOF, the parties have caused the forgoing instrument to be executed on this _____ day of _____, 2022.

SIGNATURES APPEAR ON THE FOLLOWING PAGE



100 N. Appleton Street ~ Appleton, WI 54911 ~ Phone 920.832.6429

TO: Board of Health

FROM: Dr. Charles E. Sepers, Jr., PhD, MPH

DATE: December 12, 2022

RE: Action: Request Approval of Environmental Health Fee Schedule

The Appleton Health Department—in consultation with the Wisconsin Department of Agriculture, Trade, and Consumer Protection and surrounding public health jurisdictions—has reviewed the Environmental Health Division’s fee schedule in earnest. Based on this detailed review, we are requesting the Board of Health’s approval of proposed fee schedule changes for the 2023-2024 billing period.

The proposed fee schedule changes have three major goals: 1) adjust fees to cover program expense categories by license type more fully, 2) fully fund a 1.0 FTE Environmentalist added in the 2023 budget using external funding, and 3) offset tax levy dollars that have historically been used to fund the Division with program income.

Specific changes include:

- Fees increased overall to help more adequately cover program expense. For example, fees are now reflective of the number of staff hours required to perform necessary inspections associated with specific license types.
- We created a new pre-inspection fee category for tourist rooming houses that is lower than restaurant inspection fees to fully reflect the difference in inspection complexity.
- We created several new categories of fees to align with state policy more closely. This includes a temporary inspection fee and a penalty fee for operating without a certified food handler.
- Fees have increased to fully fund the addition of the Environmentalist II position approved in the 2023 budgetary process using external funding.
- Fees that have been determined by statute or by Council have not been changed.
- Our department requests approval of the updates which will go into effect April 1, 2023.

Please contact me at 902-832-6173 or at charles.sepers@appleton.org with any questions.

CODE	DESCRIPTION	Current Fee	Winnebago Co	Outagamie Co	City of Menasha	City of DePere	Brown Co	Market Avg	Proposed Fee	# In Category
300	RETAIL FOOD - NOT SERVING MEALS- PREPACKAGED	\$ 113.50	\$ 132.00	\$ 119.00	\$ 154.00	\$ 128.00	\$ 162.00	\$ 139.00	\$ 200.00	26
301	RETAIL FOOD - NOT SERVING MEALS- SIMPLE NON TCS	\$ 122.00	\$ 199.00	\$ 119.00	\$ 222.00	\$ 198.00	\$ 449.00	\$ 237.40	\$ 275.00	25
302	RETAIL FOOD - NOT SERVING MEALS - SIMPLE TCS	\$ 481.50	\$ 354.00	\$ 337.00	\$ 317.00	\$ 426.00	\$ 550.00	\$ 396.80	\$ 400.00	18
303	RETAIL FOOD - NOT SERVING MEALS - MODERATE	\$ 571.50	\$ 595.00	\$ 824.00	\$ 459.00	\$ 625.00	636-975	\$ 625.75	\$ 650.00	26
304	RETAIL FOOD - NOT SERVING MEALS - COMPLEX	\$ 1,084.50	\$ 1,269.00	\$ 1,101.00	\$ 1,186.00	\$ 1,154.00	\$ 1,482.00	\$ 1,238.40	\$ 1,200.00	14
310	MOBILE RETAIL FOOD - NOT SERVING MEALS - PREPACKAGED	\$ 75.00							\$ 200.00	2
311	MOBILE RETAIL FOOD - NOT SERVING MEALS - SIMPLE NON TCS	\$ 75.00							\$ 275.00	2
312	MOBILE RETAIL FOOD - NOT SERVING MEALS - SIMPLE TCS	\$ 246.00							\$ 400.00	2
313	MOBILE RETAIL FOOD - NOT SERVING MEALS - MODERATE	\$ 272.00							\$ 650.00	0
314	MOBILE RETAIL FOOD - NOT SERVING MEALS - COMPLEX	\$ 311.00							\$ 1,200.00	0
320	MOBILE RETAIL FOOD SERVICE BASE NOT SERVING MEALS - PREPACKAGED	\$ 113.50							\$ 200.00	0
321	MOBILE RETAIL FOOD SERVICE BASE NOT SERVING MEALS - SIMPLE NON TCS	\$ 122.00							\$ 275.00	0
322	MOBILE RETAIL FOOD SERVICE BASE NOT SERVING MEALS - SIMPLE TCS	\$ 481.50							\$ 400.00	1
323	MOBILE RETAIL FOOD SERVICE BASE NOT SERVING MEALS - MODERATE	\$ 571.50							\$ 650.00	1
324	MOBILE RETAIL FOOD SERVICE BASE NOT SERVING MEALS - COMPLEX	\$ 1,084.50							\$ 1,200.00	0
330	RETAIL FOOD - SERVING MEALS -PREPACKAGED / LIMITED SERVICE	\$ 226.50	\$ 203.00	\$ 201.00	\$ 215.00	\$ 125.00	\$ 162.00	\$ 181.20	\$ 310.00	26
331	RETAIL FOOD - SERVING MEALS - SIMPLE	\$ 246.00	\$ 387.00	\$ 403.00	\$ 390.00	\$ 444.00	449-636	\$ 406.00	\$ 370.00	3
332	RETAIL FOOD - SERVING MEALS - MODERATE	\$ 272.00	\$ 481.00	\$ 601.00	\$ 459.00	\$ 574.00	682-804	\$ 528.75	\$ 600.00	152
333	RETAIL FOOD - SERVING MEALS - COMPLEX	\$ 311.00	\$ 584.00	\$ 805.00	\$ 551.00	\$ 708.00	\$ 930.00	\$ 715.60	\$ 750.00	120
340	MOBILE RETAIL FOOD - SERVING MEALS - PREPACKAGED / LIMITED SERVICE	\$ 226.50							\$ 310.00	0
341	MOBILE RETAIL FOOD - SERVING MEALS - SIMPLE	\$ 246.00							\$ 370.00	1
342	MOBILE RETAIL FOOD - SERVING MEALS - MODERATE	\$ 272.00							\$ 600.00	7
343	MOBILE RETAIL FOOD - SERVING MEALS -COMPLEX	\$ 311.00							\$ 750.00	0
350	MOBILE RETAIL FOOD SERVING MEALS - BASE - PREPACKAGED / LIMITED SERVICE	\$ 226.50							\$ 310.00	0
351	MOBILE RETAIL FOOD SERVING MEALS - BASE - SIMPLE	\$ 246.00							\$ 370.00	0
352	MOBILE RETAIL FOOD SERVING MEALS - BASE - MODERATE	\$ 272.00							\$ 600.00	5
353	MOBILE RETAIL FOOD SERVING MEALS - BASE - COMPLEX	\$ 311.00							\$ 750.00	1
16	MICROMARKET	\$ 44.00							\$ 44.40	7
17	MICROMARKET 2+	\$ 66.00							\$ 66.60	4
40	PE&D - NO FOOD (TAVERN)	\$ 127.00	\$ 157.00		\$ 153.00	\$ 118.00	\$ 149.00	\$ 144.25	\$ 175.00	20
61	PE&D - SPECIAL ORGANIZATION - SERVE MEALS/LIMITED SERVICE	\$ 226.50							\$ 230.00	0
62	PE&D - SPECIAL ORGANIZATION - SERVING MEALS	\$ 246.00							\$ 350.00	1
95	SURCHARGE 1 MICROMARKET, NOT LICENSED	\$ 80.00							\$ 80.00	
96	SURCHARGE 2+ MICROMARKET, NOT LICENSED	\$ 100.00							\$ 100.00	
170	1ST ADDITIONAL SERVICE OPERATION	\$ 64.00							\$ 100.00	10
171	2ND ADDITIONAL SERVICE OPERATION	\$ 64.00							\$ 100.00	4
172	3RD ADDITIONAL SERVICE OPERATION	\$ 64.00							\$ 100.00	2
190	SCHOOL INSPECTION, LIMITED FOOD SERVICE (DPI)	\$ 210.00							\$ 230.00	0
191	SCHOOL INSPECTION, NON-LIMITED FOOD SERVICE (DPI)	\$ 223.00							\$ 350.00	1
1	PRE-INSPECTION FEE / PREPACKAGED / NO TCS	\$ 60.00							\$ 60.00	2
2	PRE-INSPECTION FEE / CHANGE OF OWNER	\$ 106.00	\$ 197.00					\$ 197.00	\$ 230.00	29
3	PRE-INSPECTION FEE / NEW CONSTRUCTION / EXTENSIVE REMODELING	\$ 189.00	\$ 343.00					\$ 343.00	\$ 350.00	26
4	PRE-INSPECTION FEE TRH	\$ 200.00							\$ 200.00	25
199	REINSPECTION FEE (2ND RETURN TRIP)	\$ 60.00							\$ 130.00	5
200	REINSPECTION FEE (3RD RETURN TRIP)	\$ 103.00							\$ 200.00	
201	REINSPECTION FEE (4TH RETURN TRIP)	\$ 154.00							\$ 250.00	
203	SURCHARGE OPERATING WITHOUT A LICENSE	\$ 206.00							\$ 300.00	4
204	TEMPORARY INSPECTION FEE	\$75.00							\$ 75.00	2
5	LATE PAYMENT FEE	\$ 98.00	\$ 157.00	\$ 75.00	\$ 102.00	\$ 162.00	\$ 50.00	\$ 109.20	\$ 98.00	34
	OPERATING WITHOUT A CFPM		\$ 168.00	\$ 100.00	\$ 153.00	\$ 150.00		\$ 142.75	\$ 150.00	
360	TRANSIENT RETAIL FOOD - PREPACKAGED	\$ 75.00							\$ 75.00	6
361	TRANSIENT RETAIL FOOD- PROCESSING NON-TCS	\$ 75.00							\$ 125.00	11
362	TRANSIENT RETAIL FOOD - PROCESSING TCS	\$ 131.00	\$ 184.00	\$ 116.00	\$ 107.00	\$ 168.00	\$ 191.00	\$ 153.20	\$ 180.00	30
70	HOTEL - 30 ROOMS OR LESS	\$ 145.50	\$337.00	\$ 253.00	\$ 199.00	\$ 302.00	\$ 399.00	\$ 298.00	\$ 350.00	0
71	HOTEL - 31-99 ROOMS	\$ 194.00	\$450.00	\$ 306.00	\$ 265.00	\$ 430.00	\$ 573.00	\$ 404.80	\$ 450.00	3
72	HOTEL - 100-199 ROOMS	\$ 209.50	\$500.00	\$ 469.00	\$ 332.00	\$ 532.00	\$ 712.00	\$ 509.00	\$ 550.00	1

