



City of Appleton

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

Meeting Agenda - Final Common Council

Wednesday, December 7, 2022

7:00 PM

Council Chambers

A. CALL TO ORDER

B. INVOCATION

C. PLEDGE OF ALLEGIANCE TO THE FLAG

D. ROLL CALL OF ALDERPERSONS

E. ROLL CALL OF OFFICERS AND DEPARTMENT HEADS

F. APPROVAL OF PREVIOUS COUNCIL MEETING MINUTES

[22-1511](#) Common Council Meeting Minutes of November 16, 2022

Attachments: [CC Minutes 11-16-22.pdf](#)

G. BUSINESS PRESENTED BY THE MAYOR

[22-1519](#) Community & Economic Development Director Recommendation

Attachments: [Community and Economic Development Director Recommendation Memo.pdf](#)
[K Homan Resume.pdf](#)

H. PUBLIC PARTICIPATION

I. PUBLIC HEARINGS

[22-1443](#) Public Hearing for Proposed Public Needs Assessment Amendment

Attachments: [Notice of Public Hearing - Proposed Public Needs Assessment Amendment.pdf](#)

J. SPECIAL RESOLUTIONS

K. ESTABLISH ORDER OF THE DAY

L. COMMITTEE REPORTS

1. MINUTES OF THE MUNICIPAL SERVICES COMMITTEE

[22-1500](#) Approve Department of Public Works 2023 Fee Schedules

Attachments: [2023 Fee Schedules.pdf](#)

Legislative History

11/21/22 Municipal Services recommended for approval
Committee

[22-1501](#) Approve Downtown Parking & Meter Bag Policy

Attachments: [Downtown Appleton Parking Meter Bag Policy - Revised January 2023.pdf](#)

Legislative History

11/21/22 Municipal Services recommended for approval
Committee

[22-1502](#) Request from Greenfire Management Services, LLC for a permanent street occupancy permit for construction site perimeter fencing on Oneida Street (100 block N) and Washington Street (100 block E) for a period ending on November 1, 2023.

Attachments: [Greenfire Washington and Oneida Sidewalk Closure REVISED 11 08 22.pdf](#)

Legislative History

11/21/22 Municipal Services recommended for approval
Committee

[22-1504](#) Approval of the Outagamie County Northwest Landfill Expansion Agreement contingent upon approval by all municipalities

Attachments: [Municipal Services - 2022 Landfill Expansion Tentative Agrm 11-21-2022 \(FINA Landfill Expansion Agrm - Nov 2022.pdf](#)

Legislative History

11/21/22 Municipal Services recommended for approval
Committee

2. MINUTES OF THE SAFETY AND LICENSING COMMITTEE**3. MINUTES OF THE CITY PLAN COMMISSION****4. MINUTES OF THE PARKS AND RECREATION COMMITTEE**

[22-1447](#) Action Item: Approve the Public Facility Needs Assessment

Attachments: [Fee in Lieu of Land Document.pdf](#)

Legislative History

11/7/22 Parks and Recreation recommended for approval
Committee

5. MINUTES OF THE FINANCE COMMITTEE

[22-1495](#) Request to award AWWTP Phase I Belt Filter Press Equipment Upgrades Project Base Bid with no Alternate Bids to Staab Construction in the amount of \$5,063,000 with 15% contingency of \$759,450 for a project total not to exceed \$5,822,450, along with the following budget amendment:

AWWTP Sludge Storage Building Addition Construction Project -\$100,000
AWWTP Phase I Belt Filter Press Equipment Upgrades Project +\$100,000

to transfer excess funds from the Sludge Storage Building Addition Construction project to the Phase I Belt Filter Press Equipment Upgrades project

Attachments: [221116_Finance Memo_Phase I BFP Equipment Upgrades Project Bid Award](#)

Legislative History

11/21/22 Finance Committee recommended for approval

[22-1496](#) Request to approve ESRI Small Municipal and County Government Enterprise Agreement (SGEA) three-year license renewal as a sole source contract

Attachments: [Sole Source Purchase Memo.pdf](#)

Legislative History

11/21/22 Finance Committee recommended for approval

6. MINUTES OF THE COMMUNITY AND ECONOMIC DEVELOPMENT COMMITTEE

7. MINUTES OF THE UTILITIES COMMITTEE

8. MINUTES OF THE HUMAN RESOURCES & INFORMATION TECHNOLOGY COMMITTEE

[22-1513](#) Request to over hire Communication Specialist.

Attachments: [Front Desk Overhire PD.pdf](#)

9. MINUTES OF THE FOX CITIES TRANSIT COMMISSION

10. MINUTES OF THE BOARD OF HEALTH

M. CONSOLIDATED ACTION ITEMS

N. ITEMS HELD

O. ORDINANCES

[22-1512](#) Ordinance #68-22

Attachments: [Ordinances to Council 12-7-22.pdf](#)

P. LICENSE APPLICATIONS AND COMMUNICATIONS REFERRED TO COMMITTEES OF JURISDICTION

Q. RESOLUTIONS SUBMITTED BY ALDERPERSONS REFERRED TO COMMITTEES OF JURISDICTION

R. OTHER COUNCIL BUSINESS

S. ADJOURN

Kami Lynch, City Clerk

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

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



City of Appleton

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

Meeting Minutes - Final Common Council

Wednesday, November 16, 2022

7:00 PM

Council Chambers

A. CALL TO ORDER

The meeting was called to order by Mayor Woodford at 7:01 p.m.

B. INVOCATION

The Invocation was offered by Alderperson Fenton.

C. PLEDGE OF ALLEGIANCE TO THE FLAG

D. ROLL CALL OF ALDERPERSONS

Present: 14 - Alderperson William Siebers, Alderperson Vered Meltzer, Alderperson Brad Firkus, Alderperson Israel Del Toro, Alderperson Denise Fenton, Alderperson Maiyoua Thao, Alderperson Joss Thyssen, Alderperson Alex Schultz, Alderperson Kristin Alfheim, Alderperson Nate Wolff, Alderperson Sheri Hartzheim, Alderperson Christopher Croatt, Alderperson Chad Doran and Mayor Jake Woodford

Excused: 2 - Alderperson Katie Van Zeeland and Alderperson Vaya Jones

E. ROLL CALL OF OFFICERS AND DEPARTMENT HEADS

All Departments were represented.

F. APPROVAL OF PREVIOUS COUNCIL MEETING MINUTES

[22-1489](#)

Common Council Meeting Minutes of November 2, 2022 and November 9, 2022

Attachments: [CC Minutes 11-2-22.pdf](#)
[CC Minutes 11-9-22 Budget Adoption.pdf](#)

Alderperson Hartzheim moved, seconded by Alderperson Fenton, that the Minutes be approved. Roll Call. Motion carried by the following vote:

Aye: 13 - Alderperson William Siebers, Alderperson Vered Meltzer, Alderperson Brad Firkus, Alderperson Israel Del Toro, Alderperson Denise Fenton, Alderperson Maiyoua Thao, Alderperson Joss Thyssen, Alderperson Alex Schultz, Alderperson Kristin Alfheim, Alderperson Nate Wolff, Alderperson Sheri Hartzheim, Alderperson Christopher Croatt and Alderperson Chad Doran

Excused: 2 - Alderperson Katie Van Zeeland and Alderperson Vaya Jones

Abstained: 1 - Mayor Jake Woodford

G. BUSINESS PRESENTED BY THE MAYOR

H. PUBLIC PARTICIPATION

Amy McGowan, W2656 Maple Ridge Ct spoke regarding Item 22-1437 CDBG Funding Allocations

I. PUBLIC HEARINGS

J. SPECIAL RESOLUTIONS

K. ESTABLISH ORDER OF THE DAY

[22-1442](#)

Request to approve Special Use Permit #13-22 for gasoline sales and a car wash use located at 1935 E. Calumet Street (Tax Id #31-9-1115-00), as shown on the attached materials and per attached plan of operation, to run with the land subject to the conditions in the attached staff report and approve attached Resolution (2/3 vote of Common Council required for approval)

- Attachments:**
- [StaffReport_Circle K-Holiday Gas Station+Car Wash_SUP_For11-9-22.pdf](#)
 - [Doug Gordon Email 11-5-22.pdf](#)
 - [Steve Winter Email 11-7-22.pdf](#)
 - [Kaiti Abbott + Danny Damiani Email 11-7-22.pdf](#)

Alderperson Hartzheim moved, seconded by Alderperson Fenton, that the Special Use Permit be approved. Roll Call. Motion carried by the following vote:

Aye: 12 - Alderperson William Siebers, Alderperson Brad Firkus, Alderperson Israel Del Toro, Alderperson Denise Fenton, Alderperson Maiyoua Thao, Alderperson Joss Thyssen, Alderperson Alex Schultz, Alderperson Kristin Alfheim, Alderperson Nate Wolff, Alderperson Sheri Hartzheim, Alderperson Christopher Croatt and Alderperson Chad Doran

Nay: 1 - Alderperson Vered Meltzer

Excused: 2 - Alderperson Katie Van Zeeland and Alderperson Vaya Jones

Abstained: 1 - Mayor Jake Woodford

[22-1455](#)

Linwood Ave, from College Avenue to Summer Street, be reconstructed with concrete pavement and curb and gutter. The details of the proposed Linwood Avenue reconstruction project are as follows:

College Ave - Franklin St:

- New concrete pavement constructed to a width of 34' from back of curb to back of curb, which is 3' narrower than the existing street within this portion of the project.
- 1 travel lane in each direction
- Dedicated right turn lane at College Avenue for southbound traffic
- Dedicated bike lanes along both sides of the street
- On-street parking to be prohibited along both sides of the street

Franklin St - Badger Ave:

- New concrete pavement to be constructed to a width of 33' from back of curb to back of curb, which is 4' narrower than the existing street within this portion of the project.
- 1 travel lane in each direction
- Parking lane along east side of street. On-street parking to be prohibited along the west side of the street
- Traffic Calming elements to be implemented:
 - o Linwood & Franklin - narrowing curb lines
 - o Linwood & Packard - raised crosswalk
 - o Linwood & Winnebago - raised median

Badger Ave - Summer St:

- New concrete pavement to be constructed to a width of 24' from back of curb to back of curb, which is 1' narrower than the existing street within this portion of the project.
- 1 travel lane in each direction
- On-street parking to be prohibited along both sides of the street

Attachments: [Linwood Ave-email.pdf](#)

Alderson Hartzheim moved, seconded by Alderson Croatt, that the Street Reconstruction be approved. Roll Call. Motion carried by the following vote:

Aye: 13 - Alderperson William Siebers, Alderperson Vered Meltzer, Alderperson Brad Firkus, Alderperson Israel Del Toro, Alderperson Denise Fenton, Alderperson Maiyoua Thao, Alderperson Joss Thyssen, Alderperson Alex Schultz, Alderperson Kristin Alfheim, Alderperson Nate Wolff, Alderperson Sheri Hartzheim, Alderperson Christopher Croatt and Alderperson Chad Doran

Excused: 2 - Alderperson Katie Van Zeeland and Alderperson Vaya Jones

Abstained: 1 - Mayor Jake Woodford

L. COMMITTEE REPORTS

Balance of the action items on the agenda.

Alderperson Fenton moved, Alderperson Hartzheim seconded, to approve the balance of the agenda. The motion carried by the following vote:

Aye: 13 - Alderperson William Siebers, Alderperson Vered Meltzer, Alderperson Brad Firkus, Alderperson Israel Del Toro, Alderperson Denise Fenton, Alderperson Maiyoua Thao, Alderperson Joss Thyssen, Alderperson Alex Schultz, Alderperson Kristin Alfheim, Alderperson Nate Wolff, Alderperson Sheri Hartzheim, Alderperson Christopher Croatt and Alderperson Chad Doran

Excused: 2 - Alderperson Katie Van Zeeland and Alderperson Vaya Jones

Abstained: 1 - Mayor Jake Woodford

1. MINUTES OF THE MUNICIPAL SERVICES COMMITTEE

[22-1454](#) Lease agreement for fence-31-1-6501-30-2302 E. Glenhurst Lane

Attachments: [Lease agreement for fence-2302 E Glenhurst Lane.pdf](#)

This Report Action Item was approved.

2. MINUTES OF THE SAFETY AND LICENSING COMMITTEE

3. MINUTES OF THE CITY PLAN COMMISSION

4. MINUTES OF THE PARKS AND RECREATION COMMITTEE

[22-1445](#) Action Item: Approve Contract with Commercial Recreation Specialists for \$50,479 With a Contingency of 10% for a Total Amount Not to Exceed \$55,527 to Install Shade Structures for Jones Park

Attachments: [2022 Jones Park Shade Installation.docx](#)

This Report Action Item was approved

[22-1451](#) Action Item: Request to Adopt the Proposed Revised Jones Park Rental and Fee Schedule Policy

Attachments: [Jones Park Rental Policy.pdf](#)

This Report Action Item was approved.

[22-1452](#) Action Item: Request to Adopt the Proposed Revised Park Acquisition Map

Attachments: [Park Acquisition Map.pdf](#)

This Report Action Item was approved.

5. MINUTES OF THE FINANCE COMMITTEE

[22-1459](#) Request to award the 2022 AWWTP F1-Building Phase 1 Remodeling Project contract to RJM Construction, LLC in the amount of \$271,840 with a contingency of 15% for a project total not to exceed \$312,616, along with the following budget amendment:

AWWTP Electrical Distribution Upgrades project	-\$60,000
AWWTP F1-Building Remodeling project	+\$60,000

to transfer excess funds from the Electrical Distribution Upgrades project to the F1-Building Remodeling project

Attachments: [2022 AWWTP F1 Remodeling Project .pdf](#)

This Report Action Item was approved.

[22-1460](#) Request to award the 2022 AWWTP F1-Building HVAC Upgrades Project contract to Rohde Brothers, Inc. in the amount of \$223,900 with a contingency of 12% for a project total not to exceed \$250,768

Attachments: [2022 AWWTP F1 HVAC Upgrades Project .pdf](#)

This Report Action Item was approved.

6. MINUTES OF THE COMMUNITY AND ECONOMIC DEVELOPMENT COMMITTEE

[22-1437](#)

Request to approve the Preliminary 2023-2024PY Community Development Block Grant (CDBG) Community Partner Funding Allocation Recommendations as specified in the attached documents

Attachments: [Alloc Recs Memo to CEDC 11-9-22.pdf](#)
[2023 CDBG Advisory Board Membership.pdf](#)
[2023 CDBG Community Partner Award Recommendations.pdf](#)
[2023 CDBG Simple Summary Award Recommendations.pdf](#)
[Approved CDBG Policy 11-17-2021.pdf](#)

This Report Action Item was approved.

7. MINUTES OF THE UTILITIES COMMITTEE

8. MINUTES OF THE HUMAN RESOURCES & INFORMATION TECHNOLOGY COMMITTEE

[22-1341](#)

Request to Approve Alderpersons Salaries.

Attachments: [HR-IT - Alderperson Raises Deadlines 8-30-22 - Updated 2022 \(2\).pdf](#)
[Alderperson Compensation Survey 2022.pdf](#)
[Elected Alderperson Salaries.pdf](#)

This Report Action Item was approved with no changes to the 2024 salary.

9. MINUTES OF THE FOX CITIES TRANSIT COMMISSION

10. MINUTES OF THE BOARD OF HEALTH

M. CONSOLIDATED ACTION ITEMS

N. ITEMS HELD

O. ORDINANCES

[22-1490](#)

Ordinances #64-22 to #67-22

Attachments: [Ordinances to Council 11-16-22.pdf](#)

Alderperson Hartzheim moved, seconded by Alderperson Fenton, that the Ordinances be approved. Roll Call. Motion carried by the following vote:

Aye: 13 - Alderperson William Siebers, Alderperson Vered Meltzer, Alderperson Brad Firkus, Alderperson Israel Del Toro, Alderperson Denise Fenton, Alderperson Maiyoua Thao, Alderperson Joss Thyssen, Alderperson Alex Schultz, Alderperson Kristin Alfheim, Alderperson Nate Wolff, Alderperson Sheri Hartzheim, Alderperson Christopher Croatt and Alderperson Chad Doran

Excused: 2 - Alderperson Katie Van Zeeland and Alderperson Vaya Jones

Abstained: 1 - Mayor Jake Woodford

P. LICENSE APPLICATIONS AND COMMUNICATIONS REFERRED TO COMMITTEES OF JURISDICTION

Q. RESOLUTIONS SUBMITTED BY ALDERPERSONS REFERRED TO COMMITTEES OF JURISDICTION

R. OTHER COUNCIL BUSINESS

S. ADJOURN

Alderperson Hartzheim moved, seconded by Alderperson Fenton, that the meeting be adjourned at 7:13 p.m. Roll Call. Motion carried by the following vote:

Aye: 13 - Alderperson William Siebers, Alderperson Vered Meltzer, Alderperson Brad Firkus, Alderperson Israel Del Toro, Alderperson Denise Fenton, Alderperson Maiyoua Thao, Alderperson Joss Thyssen, Alderperson Alex Schultz, Alderperson Kristin Alfheim, Alderperson Nate Wolff, Alderperson Sheri Hartzheim, Alderperson Christopher Croatt and Alderperson Chad Doran

Excused: 2 - Alderperson Katie Van Zeeland and Alderperson Vaya Jones

Abstained: 1 - Mayor Jake Woodford


Kami Lynch, City Clerk



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

OFFICE OF THE MAYOR

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

TO: Common Council
FROM: Mayor Jacob A. Woodford 
DATE: November 28, 2022
RE: Community & Economic Development Director Recommendation

A national search for a new Community & Economic Development Director for the City of Appleton was initiated in September 2022 in anticipation of Director Harkness's January 2023 retirement.

As a result of our search, I am pleased to bring forward an outstanding candidate for your consideration.

This candidate comes to us from Outagamie County where she held the role of development and land services director. She brings 15 years of experience in community planning and development with experience working at the county, municipal and regional scales. She specializes in long-range planning and project/policy development, with particular interest in the areas of land use; community facilities; public infrastructure, and community/economic development. She has a Master of Science in Urban and Regional Planning from the University of Iowa and a Bachelor of Science in Geography from the University of Wisconsin-Madison. She currently serves as President-Elect of the American Planning Association – Wisconsin Chapter.

It is my honor to recommend Kara J. Homan, AICP, to serve as the City of Appleton's next Community & Economic Development Director. Her resume is attached for your reference.

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

KARA J. HOMAN, AICP

377 Winnebago Ave ▪ Menasha, WI 54952 ▪ 920.221.5653 ▪ kjhoman@gmail.com ▪ linkedin.com/in/karahoman/

CORE COMPETENCIES Consensus & Relationship Building | Community Visioning | Collaboration | Creative Problem Solving
Team Leadership & Development | Strategy | Process Design | Communication | Conflict Resolution
Change Management | Program & Policy Analysis | Data-Driven Decision Making | Negotiation

EXPERIENCE **Development & Land Services Director** Nov. 2016 - present
Planning Director Nov. 2014 - Nov. 2016
Development & Land Services/Planning Department, Outagamie County Appleton, WI

- Design and implement the county's long-range planning & development program for public infrastructure (parks, trails, county facilities, and highways), and land use in unincorporated areas, done in collaboration with county departments, municipalities and other stakeholders. Completed projects include: County-wide Comp. Plan - 2040; CTH CA Corridor Vision Plan; 2022-2026 CORP; Plamann Park Masterplan; County Facility Space Needs Project; "Loop the Locks" greenway connection framework; County-wide Broadband Strategy. Plans underway include a County-wide Bicycle & Pedestrian Plan; Facilities & Land Use Plan for the Highway, Recycling & Solid Waste, and related depts.; and the CTH CB route planning project.
- Oversee and direct community & economic development activities. Designed and led community engagement process that is guiding the external investment strategy for ~\$12.5 million of the County's American Rescue Plan Act (ARPA) allocation. Guided development of Fox Cities/County-wide Housing Strategy and implementation activities. In response to pandemic: redesigned county loan fund, making 15 business loans that provided a fiscal bridge before state/federal assistance was available; secured \$2 million+ in CDBG-CV funding for micro-business & housing assistance, in partnership with Calumet Co.
- Serve as the county lead in the development review process. Continuously improve county workflows to simplify and add transparency to the review process for all development related permits/approvals across depts. Items implemented include developing a cross-functional development review team, establishing pre-consultation meetings for complex projects, and implementing a county-wide enterprise permitting system (CityView) where applicants and staff can navigate the process in a web-based platform (launched fall 2019). Coordinate activities of the Zoning Committee for legislative (rezones, subdivisions, code changes, long-range plans) and quasi-judicial (special exceptions & conditional uses) approvals.
- Oversee and advise on the county real estate portfolio through annual process; make recommendations for highest and best use of county-owned land. Negotiate land purchases, sales, and leases as required.
- Successfully integrated the Property Listing, Zoning, Erosion Control & Stormwater Management, Surveying, and Code Enforcement/Inspection functions as part of a strategic reorganization/merger. Currently lead a combined team of 13FT, IPT, and 4 contractors; prepare & monitor operating, special funds & capital budgets; handle day-to-day personnel management activities, including goal setting; recruitment & onboarding; culture/core value development; and performance management.
- Liaison with the County Board; Property, Airport, Recreation & Economic Development Committee; Zoning Committee; Board of Adjustment; Sustainability Committee; and Greenway Implementation Committee.

Principal Planner Sept. 2011 - Nov. 2014
Community Development Department, City of Menasha Menasha, WI

- Assisted in implementing all aspects of the Community Development Department operations, including execution of development and redevelopment activities; marketing and sales of city- and RDA-owned properties; oversight of annexations, property divisions, and boundary agreements; zoning, housing and building code administration and enforcement; long-range planning and site plan review; planning and development of multi-modal pedestrian facilities; storm water program administration and reporting; coordination of GIS mapping and analysis services for various city departments; and preparation of departmental budgets.
- Managed the department's grant writing & administration services. \$400k+ awarded in state & federal grant funds for public facility and economic development initiatives.
- Facilitated strategic alignment of resources and programs focusing on Downtown Menasha, with projects including the "Third Street Market" redevelopment, acceptance & management of the "Connect Communities" program through WEDC, and securing CDBG-PF grant funding to renovate the Menasha Senior Center.

- Supported the Redevelopment Authority, Plan Commission, Housing Authority, Landmarks Commission, Joint Review Boards, & Board of Appeals. Filled in for Director at Common Council meetings as needed.

Principal Planner

April 2010 – Sept. 2011

Associate Planner

March 2007 – April 2010

East Central Wisconsin Regional Planning Commission

Menasha, WI

- Led regional planning efforts that required coordination and collaboration with diverse stakeholders. This included managing a federally funded economic development program, comprehensive planning initiatives, and coordinating work efforts related to socioeconomic data analysis.
- In partnership with local units of government, successfully secured over \$1.5 million in state and federal grant funding for economic and community development projects.
- Provided interim planning services for the City of Waupaca – staffed Plan Commission, Board of Appeals, administered CDBG grants, and managed a variety of short- and long-range planning initiatives.

Planning and Zoning Intern

May – Aug. 2006

Planning and Zoning Department, City of Pella

Pella, IA

- Lead several city-level initiatives, including a successful effort to join the National Flood Insurance Program (NFIP), and the adoption of modifications to design review overlay districts.

Graduate Assistant

Aug. 2005 – May 2007

Urban and Regional Planning, The University of Iowa

Iowa City, IA

- Marketed and conducted recruitment visits to universities; developed contacts with local governments and organizations to improve internship and job placement efforts.
- Assisted in teaching “Economics for Policy Analysis,” a graduate level course.
- Performed literature reviews and conducted research pertaining to brownfield sites.

Planning/GIS Intern

May – July 2005

East Central Wisconsin Regional Planning Commission

Menasha, WI

- Assisted in the production of a new MPO Long Range Transportation and Land Use Plan for Fond du Lac, WI by creating maps, analyzing traffic patterns and developing GIS crash data.

EDUCATION

M.S. in Urban and Regional Planning

May 2007

The University of Iowa

Iowa City, IA

Emphasis in Land Use/Environmental Planning & Economic Development

B.S. in Geography, with distinction

May 2005

The University of Wisconsin at Madison

Madison, WI

Environmental Studies Certificate accompanied degree

MEMBERSHIPS & SERVICE

- Fox Cities Economic Development Professionals (FCEDP), 2010 – present; President 2017
- N.E. WI Regional Economic Development Partnership (NEWREP), 2007 – 2011; 2014 – present
- Fox Cities Convention & Visitors Bureau, Tourism Development Grants Committee, 2016 – 2021
- Wisconsin Planning & Zoning Directors Association; 2014 – Present. President 2018
- American Planning Association – WI Chapter (APA-WI), 2005 – present; President Elect 2022 – present
- Wisconsin Economic Development Association (WEDA) – 2008 – present
- American Institute of Certified Planners (AICP), 2010 – present
- International City/County Management Association (ICMA), 2015 – present
- City of Menasha, Plan Commission, 2009 – 2011 & 2016 – 2021; Board of Appeals, 2015 – 2016
- Fox Cities Greenways, Inc. Board of Directors, 2009 – 2013
- Phi Beta Kappa Society, inducted 2004

AWARDS & PUBLICATIONS

- National Association of Counties (NaCO), 2022 Achievement Award/Transportation – [CTH CA/College Ave](#)
- Wisconsin Counties Association (WCA) Magazine, Oct. 2022 Issue. [Strategic Capital Planning](#) (pg 7)
- Fox Cities Chamber of Commerce – PULSE “Future 15”, 2015
- AICP Outstanding Student Award, University of Iowa, 2007
- Outstanding Service Award, Iowa Chapter of the APA, 2007
- Excellence of Scholarship in Geography, UW-Madison Department of Geography, 2004

CITY OF APPLETON

NOTICE OF PUBLIC HEARING

PROPOSED PUBLIC NEEDS ASSESSMENT AMENDMENT

NOTICE IS HEREBY GIVEN of a Public Hearing to be held before the Common Council on Wednesday, December 7, 2022 at 7:00 p.m. in Council Chambers, 6th Floor, City Hall, 100 North Appleton Street, or as soon thereafter as can be heard, for the purpose of considering an amendment to the Public Facility Needs Assessment.

Pursuant to Wisconsin State Statute 236.45 and 66.0617, a Public Facility Needs Assessment amendment has been initiated by the City of Appleton Parks, Recreation and Facilities Management Department, to be heard before the Common Council.

A copy of the proposed Public Facilities Needs Assessment is available in the Office of the Appleton City Clerk from 8:00 a.m. until 4:30 p.m., Monday through Friday.

All persons interested are invited to attend this meeting and will be given an opportunity to be heard. Feedback can also be shared with Common Council members via written letter, email, or phone call. Any questions regarding this matter should be directed to Tom Flick, Deputy Director of the Parks, Recreation, and Facilities Management Department at 920-832-3915 or by email at tom.flick@appleton.org.

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

RUN: November 15, 2022
November 22, 2022



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

DEPARTMENT OF PUBLIC WORKS

Engineering Division
100 North Appleton Street
Appleton, WI 54911
TEL (920) 832-6474
FAX (920) 832-6489

(Effective January 1, 2020³)

DEPARTMENT OF PUBLIC WORKS
FEE SCHEDULES 2023

Description	Current Fee	Taxable Yes/No	Total	Last Date Updated
PERMITS				
*Meter Bags (per bag/per day) – including loading zone meters	\$9.00	Yes, add \$0.50	\$9.50	2011
Ramp Permits – monthly (Red, Yellow, Green Ramps)	\$35.00 \$40.00/ month	Yes, add \$1.93 \$2.20	\$36.93 \$42.20	2020 2023
Access Card Replacement (Broken)	\$3.00	Yes, add \$0.17	\$3.17	
Lost or Stolen Permit	Pro-rated 1 st month only by ½ month	Yes, amount varies	Varies	2011
Private Directional Signs (Annual Renewal Fee)	\$20.00	No	\$20.00	2004
	\$10.00	No	\$10.00	
Block Party Permit	\$15.00	No	\$15.00	2011
Street Excavation Permit	\$100.00 or \$250.00	No		2020
Street Occupancy (Annual/City-wide)	\$250.00	No		2011
Street Occupancy (Temporary/Permanent)	\$40.00	No		2011
Private Small Cell Wireless – New Poles in Public ROW (one-time fee)	\$500 (1 to 5 poles) \$100 for each pole > 5	No		2019
Private Small Cell Wireless – Collocating on existing City Pole	Annual Fee: \$270/pole/year	No		2019
Snow Removal Hazard Charge	\$75.00 + \$.40 per foot over 100 feet	No		2000
Re-staking / Re-inspection Fee	\$40.00	No		2011

*No Meter bag fee is charged for City sponsored Special events.

Description	Current Fee	Taxable Yes/No	Total	Last Date Updated
OPERATIONS				
Grass Clippings	\$4.00/bag	No		2013
	\$40.00/card	No		2013
Appliance Site Drop-Off	Freon \$20.00	No		2004
	Non Freon \$15.00	No		2004
Overflow Tags	\$4.00/bag	No		2013
Weight Limit Permit	\$50.00 per address	No		
Tires – 18” diameter or smaller. (Limit four per household)	\$5.00/tire	No		2013
Noncompliant Item Curbside Removal	\$250.00	No		2022
AUTOMATED CONTAINERS				
35-40 gallon garbage cart	\$0.50/week	No		2020
60-65 gallon garbage cart	\$1.00/week	No		2019
90-95 gallon garbage cart	\$1.50/week	No		2019
Additional carts	\$1.50 per each 30 gallons			
95 gallon recycling cart	No Charge			
65 gallon recycling cart	No Charge			
MISCELLANEOUS				
Sign Permit	\$40.00/Sign	No		2017
New Elec. Contractor License	\$50.00 (Renewal: \$40.00/year)	No		2017
New Electrical Master	\$40.00	No		2017
New HVAC License	\$50.00 (Renewal: \$50.00/5-years)	No		2009
Board of Appeals	\$125.00	No		2009
Board of Building Inspection	\$45.00	No		2009
Paving Permit	\$40.00	No		2017
Stolen Construction Sign	\$500.00	No		2022



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

DEPARTMENT OF PUBLIC WORKS
Engineering Division
100 North Appleton Street
Appleton, WI 54911
(920) 832-6474
FAX (920) 832-6489

January 2023

CITY OF APPLETON
DOWNTOWN PARKING & METER BAG POLICY

I. General Information

DOWNTOWN APPLETON PARKING		ON-STREET PARKING STALLS	RED RAMP	GREEN RAMP	YELLOW RAMP	LIBRARY PLAZA LOT
			N/E corner Superior & Lawrence	S/E corner Division & Washington	N/W corner Morrison & Washington	200 block N. Appleton
Allowable Parking Hours		5a.m.-2a.m.	24 hrs/day 7 days/week	24 hrs/day 7 days/week	24 hrs/day 7 days/week (No parking 2-5 a.m. w/o permit)	24 hrs/day 7 days/week (No parking 2-5 a.m. w/o permit)
On-Duty Attendant?		n/a	Yes (hours vary)	Yes (hours vary)	Yes (hours vary)	No
Parking Meters	Availability	Yes	No	No	No	Yes
	Parking Time Limit	Gray/Yellow : 2 hours (12 hrs n/o Wash. St.) Red : 30 minutes	n/a	n/a	n/a	3 hours (gray) 1 hour (blue) 30 min.(red)
	Hours of Enforcement *	(Mon-Sat.) Gray : 9 a.m.-6 p.m. **Yellow : 8 a.m.-6 p.m.	n/a	n/a	n/a	9 a.m.-6 p.m. (Mon-Sat.)
	Rates	\$1.00/hr.(gray) \$0.50/30 min.(red) \$0.25/hr.(n/o Wash. St.)	n/a	n/a	n/a	\$0.75/hr. (gray/blue) \$0.50/30 min (red)
Pay-On-Exit Machines	Availability	n/a	Yes	Yes	Yes	No
	Parking Time Limit	n/a	no time limit	no time limit	no time limit	n/a
	Hours of Enforcement *	n/a	24 hours (Mon.-Sat.)	24 hours (Mon.-Sat.)	24 hours (Mon.-Sat.)	n/a
	Rates	n/a	\$3 for 0-4 hours; \$6 for > 4 hours(per day)			n/a
Parking Permits / Access Cards	Availability	n/a	Yes (card access)	Yes (card access)	Yes (card access)	No
	Parking Time Limit	n/a	no time limit	no time limit	no time limit	n/a
	Hours of Enforcement *	n/a	24 hours (Mon.-Sat.)	24 hours (Mon.-Sat.)	24 hours (Mon.-Sat.)	n/a
	Rates	n/a	\$40/month plus tax (unlimited entries/day)	\$40/month plus tax (unlimited entries/day)	\$40/month plus tax (unlimited entries/day)	n/a
	Permit Renewals	n/a	No pro-rated rates during first 7 days of permit renewal period			n/a

* Excluding New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

** Yellow meters are Commercial Truck Loading-Zone-Only from 8:00 a.m. to 3:00 p.m. (Mon.-Fri.)

II. Citations

- A. Expired Meter
 - 1. First and second tickets in calendar year: \$5.00
 - 2. Third through fifth tickets: \$10.00
 - 3. All tickets after fifth: \$50.00
- B. Time Limit or Posted Restricted Parking: \$20.00
- C. Parking too close to hydrant/driveway/intersection: \$20.00
- D. 2 a.m. – 5 a.m.: \$25.00
- E. No Stopping, Standing or Parking and Special Event Restrictions: \$40.00
- F. Handicapped Parking: \$300.00

III. Meter Bags

- A. Types and Typical Uses
 - 1. Standard (red cloth) Meter Bags (sold in full-day increments only; installed and removed by Parking Staff)
 - a. Construction vehicles/dumpsters working at downtown businesses
 - b. Requests from City Departments (tax collection, elections, P&R sign-ups)
 - c. Other special circumstances approved by Committee/Council
 - 2. Temporary (plastic) Meter Bags (sold in half-day or full-day increments, can be installed by various City entities, ADI or event organizers)
 - a. Weekend Farmers Market
 - b. Special Events in the Downtown area
 - c. Various events at the Radisson Paper Valley Hotel, Copper Leaf Hotel and Performing Arts Center.
 - d. Specific requests from ADI and downtown businesses
- B. Criteria for Approval
 - 1. Meter bag requests shall be evaluated by the City Engineer or designee and shall only be issued for essential/logistical reasons, not for convenience.
 - 2. Applicants shall seek side street alternatives when possible before requesting meter bags on College Avenue.
 - 3. Unusual or non-typical requests must obtain Committee and Council approval prior to issuance.
- C. Fees
 - 1. Standard Bags: \$9.00/meter/day plus tax
 - 2. Temporary Bags: \$5.00/meter/half-day plus tax
 - 3. No meter bag fees will be charged for City Sponsored Special Events (Memorial Day Parade, Flag Day Parade, Christmas Parade, Police Week Vehicle Display)
 - 4. Requests for waiver of fees or reduced fees for non-City sponsored events must be approved in advance by Committee/Council.
- D. Enforcement: Unauthorized vehicles parked in reserved/bagged parking stalls are subject to immediate towing without warning.

IV. Pre-Paid Ramp Stickers

- A. Fee Schedule: \$3.00 (0-4 hours); \$6.00 (> 4 hours)
- B. Deduct tax for tax-exempt customers.



Owner	CITY OF APPLETON		
Project Name	WASHINGTON SQUARE	Project Number	
Prime Contractor	GREENFIRE MANAGEMENT	Traffic Control Contractor	Warning Lites of Appleton, Inc.
Phone	920-725-0757	Sheet Number	1
		Date	10/28/2022
Prepared By	Lance G Mauel		

START DATE & TIME

DURATION:

GENERAL NOTES:
 THIS TRAFFIC CONTROL PLAN IS FOR INFORMATIONAL PURPOSES ONLY. TRAFFIC CONTROL PLAN IS NOT TO SCALE. WARNING LITES OF APPLETON, INC. ASSUMES NO LIABILITY FOR LAYOUT & SETUP OF ACCEPTED TRAFFIC CONTROL PLAN. THE CITY OF APPLETON DECIDES FINAL APPROVAL OF TRAFFIC CONTROL PLAN. ADVANCED WARNING SIGNS WILL BE MOUNTED ON PORTABLE SUPPORTS. THE EXACT NUMBER, LOCATION, AND SPACING OF ALL SIGNS AND DEVICES. SHALL BE ADJUSTED TO FIT FIELD CONDITIONS AS APPROVED BY THE ENGINEER.

- LEGEND**
- ⊥ SIGN SYMBOL
 - 42" DELINEATOR CONE
 - ▨ TYPE III BARRICADE
 - ⇒ DIRECTION OF TRAFFIC



LEGAL SERVICES DEPARTMENT

Office of the City Attorney


100 North Appleton Street

Appleton, WI 54911

Phone: 920/832-6423

Fax: 920/832-5962

TO: Members of the Municipal Services Committee

FROM: Christopher R. Behrens, City Attorney 

DATE: November 16, 2022

RE: Tentative Outagamie County Northwest Landfill Expansion Agreement

Members of the Municipal Services Committee:

Outagamie County will soon be expanding its operations into the northwest quarter of the landfill. As part of the regulatory process for the County's expansion the County has engaged in negotiations with the Landfill Siting Committee. The committee includes representatives from the affected municipalities including City of Appleton, Village of Little Chute and Town of Grand Chute and is represented by legal counsel. This Committee appointed me as the City of Appleton's representative on the Landfill Siting Committee. The Committee has been meeting regularly and engaged in negotiations with the County for the past year.

The Committee negotiated with the County with respect to many different factors relating to the future operation of the landfill in the expanded area. While the County is required to meet certain basic operation requirements as set forth in the Wisconsin Administrative Code and elsewhere, the municipalities were able to negotiate for additional mitigation efforts above and beyond those basic requirements. Some of those include the installation of a horizontal and vertical gas collection system throughout the northwest landfill that is intended to capture most of the gases created and process them onsite for renewable energy; implementation of a perimeter odor mitigation system using some of the most current and effective technology; and continued use of a predator bird service to assist with dispersing and repelling seagulls. In addition, the municipalities negotiated a \$1.5 million grant from the County to be distributed over a 15-year period to the municipalities based upon percentage allocations to each municipality as detailed in the agreement.

This agreement was recently approved by the Landfill Siting Committee and is now being presented to the municipalities' respective governing bodies as well as to the County Board for approval. After a year's worth of work and effort by the Landfill Siting Committee as well as the County, this agreement is ready for approval.

Based upon the above, I respectfully recommend APPROVAL OF THE OUTAGAMIE COUNTY NORTHWEST LANDFILL EXPANSION AGREEMENT CONTINGENT UPON APPROVAL BY THE OUTAGAMIE COUNTY BOARD, VILLAGE OF LITTLE CHUTE AND TOWN OF GRAND CHUTE.

CRB:jljg

Citylaw: A21-0007

Christopher R. Behrens
City Attorney

Amanda K. Abshire
Deputy City Attorney

Darrin M. Glad
Assistant City Attorney

Nicholas J. Vande Castle
Assistant City Attorney

Landfill Agreement
Outagamie County Northwest Landfill

1.0 AGREEMENT

THIS AGREEMENT is made and effective as of the ___ day of _____, 20___, by and between Outagamie County, Wisconsin ("County") the City of Appleton ("Appleton"), the Village of Little Chute ("Little Chute") and the Town of Grand Chute ("Grand Chute"), all having their territory within the County, Wisconsin.

2.0 RECITALS

WHEREAS, Outagamie County owns property located as described in Section 4.3 below, where the County intends to own, operate and manage an expansion to an existing landfill named the Northwest Landfill (the "Landfill") and;

WHEREAS, Outagamie County intends to complete the siting process and begin accepting Solid Waste for Disposal at the Landfill and;

WHEREAS, Outagamie County, Appleton, Little Chute, and Grand Chute all agree that the Landfill is necessary and support its operation and;

WHEREAS, the parties to this agreement all recognize the need for cooperation, coordination, and responsible forward planning for the development of the Landfill and its associated activity and;

WHEREAS, Wis. Stat. § 66.0301 authorizes villages, towns and counties to cooperate by contract for the receipt or furnishing of services or the joint exercise of any power or duty required or authorized by law, and a contract under this subsection may bind the contracting parties for the length of time specified in the contract and;

WHEREAS, the siting of Outagamie County Northwest Landfill in the location and configuration herein detailed, under the conditions, responsibilities, duties and obligations of each party as set forth herein, effectuates the consensus of such parties and is in the best interest of those parties and their residents.

3.0 DEFINITIONS

Airspace means the capacity of a landfill defined by the volume between the top of the leachate drainage layer and the bottom of the final cover.

County means Outagamie County.

Daily Cover means cover that meets the requirements of § NR 506.05, Wis. Admin. Code.

Department means the Wisconsin Department of Natural Resources or its successor agency.

Disposal, Dispose, or Disposing means the discharge, deposit, injection, dumping, or placing of Solid Waste in the Landfill.

Final Closure means the date after which no further Solid Waste shall be Disposed in the Landfill by the County or by any other person.

Hazardous Waste means waste as defined in Wis. Stat. § 291.01(7).

Landfilling Operations or Landfill Operations means the following activities of the County at the Landfill related to or associated with the Landfill: the constructing, repairing, and operating (including the extraction, transportation, and placement of clay, Daily Cover, rooting zone materials, and topsoil and including the operation of equipment) of the Landfill site, and the accepting and Disposing of Solid Waste and closing of the Landfill; Landfilling Operations terminate at Final Closure.

Long-Term Care means activities at the Landfill, including care, maintenance, and monitoring in and around the Landfill which occur anytime following the Final Closure of the Landfill.

Municipality or Municipalities means the Village of Little Chute, the City of Appleton, and the Town of Grand Chute, and their officers, employees, and agents.

Plan of Operation means the plan of operation for the Landfill that was submitted by the County to the Department pursuant to Wis. Stat. § 289.30, as approved by the Department, and subsequent plan modifications approved by the Department.

Solid Waste means waste as defined in Wis. Stat. § 289.01(33), and shall also include Yard Waste, as defined under Wis. Stat. § 287.01(17).

4.0 GENERAL

4.1 Applicability

This Agreement shall be applicable to the County, Appleton, Little Chute, and Grand Chute, and their successors or assigns as provided for under Section 11.3 of this Agreement.

4.2 Term and Commencement

The commencement date of this Agreement shall be the date upon which it is approved by the governing bodies of all of the parties. Except where otherwise specifically stated, the term of this Agreement shall be from the commencement date until completion of the placement of final cover on the Landfill after Final Closure of the Landfill.

4.3 Site Information

(a) Address — the address of the Landfill is 1419 Holland Road, Appleton, WI 54911-8947.

(b) Legal Description — the Landfill is located in the S 1/2 of NW1/4 and the NW 1/4 of SW 1/4 of Section 17, T21N, R18E, Village of Little Chute, Outagamie County, Wisconsin.

(c) Landfill Area. the Landfill consists of approximately 80.7 acres for Solid Waste Disposal as shown on Exhibit A.

4.4 Early Termination of Landfilling Operations

The parties to this Agreement all agree that the County retains the right to terminate Landfilling Operations at the Landfill at any time; this determination is to be in the sole discretion of the County. Such a determination will not negate the County's responsibilities for proper closure of the Landfill.

5.0 LANDFILL OPERATIONS AND DESIGN

The County shall operate the Landfill in conformance with all applicable federal and state statutes, laws, regulations, and permits and with all local ordinances, regulations, and permits not made inapplicable under this Agreement. In addition, the County shall operate the Landfill in accordance with this Agreement.

5.1 Screening Berms and Vegetation

The County shall create, install and maintain a system of berms and vegetation in accordance with the approved Plan of Operation for the Landfill.

5.2 Water Drainage and Erosion Control

The County shall take measures to control erosion of soils or vegetation and water run-off from the Landfill in accordance with the approved Plan of Operation.

5.3 Windblown Refuse

The County shall control windblown refuse at all times to the extent possible. The County shall pick up all material from the Landfill that has blown outside the fenced area of the Landfill or is collected along the fence perimeter, unless permission for access is not granted by offsite property owners.

5.4 Odor Control

The County shall take measures to control noxious, offensive, and foul odors from the Landfill. The Landfill shall comply with NR 429.03 malodorous

emissions standards to the extent applicable, provided that such compliance shall not prevent the continued use or operation of the Landfill. Odor control efforts shall include, at a minimum, the following:

- A. The County shall maintain and utilize a landfill gas collection system that is as effective as or more effective than the system installed and used at the Northeast Landfill, including horizontal and vertical gas collection wells.

- B. The County shall maintain and utilize an odor suppression system for the Landfill. The odor suppression system shall provide at least equivalent odor suppression as compared to the system offered by the Weaver Group that delivers the neutralizing agent in a vapor state and uses a neutralizing agent that chemically interacts with odorous molecules. The odor suppression system shall be operated in a manner to effectively reduce detectable odors that originate from the landfill beyond the landfill boundaries. This odor suppression system will include, at a minimum, a partial perimeter system, operated year-round, and a mobile unit operated at least seasonally to be deployed at the active working face or at other locations where odor may occur during Landfilling Operations. All data from this system shall be made available to the Municipalities upon written request.

- C. The County shall notify Municipalities immediately upon learning of a substance or item that is not normally received within the usual course of business and that is particularly malodorous or noxious. The County shall utilize economically-feasible best management practices to suppress or neutralize particularly malodorous or noxious waste as soon as possible upon receipt of such substances or items. Upon expiration of any existing contract between the County and a provider of Alternative Daily Cover Materials (“ADC”) such as paper mill sludge, the County shall require providers of incoming ADC to mitigate any particularly malodorous ADC odors prior to delivery of ADC to the Landfill. If the County receives delivery of particularly malodorous ADC the County shall deploy odor neutralizing products such as odor shell by LSC Environmental and/or equivalent odor neutralizing product to support reduction in overall ADC odor and the County shall inform the provider to cease delivery of ADC to the

Landfill until such time as the provider executes a plan to mitigate such odors from ADC delivered by the provider.

D. The County shall comply with the requirements of NR 429.03(2)(b).

5.5 WEBSITE CONTACT

The County shall maintain a page on their website for citizens to submit requests for information and comments (including complaints) about landfill operations. Users of this page shall be provided the opportunity to designate a comment as a “complaint” when submitting their contact to the County. The County shall provide Municipalities with a report that details the number of contacts received and when and what actions were taken in response to each complaint at the biannual meeting under Section 5.14. In addition, all data from this system shall be made available to the Municipalities at other times upon written request.

5.6 Daily Cover

The County shall provide Daily Cover in accordance with the approved Plan of Operation to control offensive odor and prevent windblown refuse.

5.7 Compliance with Plan of Operation

The County shall fully comply with the Plan of Operation as approved by the Department for the Landfill.

5.8 Facility Specifications

The Plan of Operation for the Landfill was approved by the DNR (including engineering design and footprint size) and includes but is not limited to the following specifications:

- Total Airspace volume of 12,165,000 cubic yards
- Total footprint area shown on Exhibit A attached hereto
- Estimated final top elevation after installation of final cover of 885 feet, based on mean sea level datum.

The County and the Municipalities all support the adoption of these specifications, and hereby waive any objections to such specifications under Section 8.0 below.

5.9 Waste Restrictions

The County shall accept only Solid Waste allowed under Department regulations for Disposal. The County shall not seek modification of the Plan of Operation to allow disposal of Hazardous Waste in the Landfill.

5.10 Fire Protection

The County shall separately contract with the Town of Vandebroek, or another qualified fire department, for fire protection services for the entire NWLF and all active and closed landfills within the solid waste campus until the date of Final Closure of the Landfill. The County shall also maintain a fire protection emergency response protocol, plan, and emergency contact chart and disseminate same to all fire departments with mutual aid agreements for fire services with the Village of Little Chute and the Town of Vandebroek and to other fire departments that may respond to a fire at the landfill. The County shall make its facilities available at reasonable times for special training of emergency response personnel at reasonable times.

5.11 Street Cleaning

The County shall be responsible for street sweeping on Holland Road within the limits of the Village of Little Chute until the date of Final Closure. The County shall conduct a visual inspection of this portion of Holland Road each day that the Landfill is open to accept Disposal of Solid Waste and shall conduct street sweeping activities if any debris related to the Landfill is present on this portion of Holland Road. Street sweeping shall also be conducted at least twice weekly regardless of the results of visual inspection. Information on street sweeping activities shall be provided to the Municipalities upon written request.

5.12 Vector Control Model

The County shall strictly follow the Massachusetts Model for seagull and pest control as set forth in the Manual for Gull Control at Massachusetts Landfills dated May, 1998.

5.13 Video Monitoring System

The County shall provide real-time access to its video monitoring system by the Outagamie County Public Safety Communications Center. Upon written request, The County shall provide recorded video from the County's video monitoring system to other parties subject to the County's record retention plan and the limitations under Wis. Stat. ch.

19. The County's video monitoring system shall panoramically monitor each phased cell of the landfill.

5.14 Biannual Meetings

The County Committee Chair that has jurisdiction, the Landfill Manager, and the Municipalities shall meet twice a year if determined by one or more of the Municipalities to be necessary.

6.0 MUNICIPAL SERVICES

6.1 Leachate Transmission

Leachate from the Landfill will be accepted by the City of Appleton pursuant to the City of Appleton's permit process and subject to the execution of a subsequent agreement between the County and the City of Appleton.

7.0 MITIGATION GRANT TO MUNICIPALITIES

7.1 To mitigate the Landfill effects on the Municipalities, including but not limited costs for administration and enforcement of this Agreement, citizen comments and complaints, costs for road maintenance and repair, municipal service costs, site visits, and other mitigation costs, the County shall grant a sum of \$100,000 for each year in which Solid Waste is accepted and disposed of in the Landfill up to a maximum cumulative grant amount of \$1,500,000, to be split among the Municipalities. The first annual payments of this grant to the Municipalities shall be made no later than January 31 of the year following the year in which Solid Waste is first accepted and disposed of in the Landfill. All subsequent required annual grant payments shall be made annually no later than January 31 if Solid Waste was accepted and disposed of in the Landfill the preceding year.

7.2 The grant shall be divided as follows: 67 percent of each grant payment shall be made to the Village of Little Chute, 25 percent of each grant payment shall be made to the City of Appleton, and 8 percent of each grant payment shall be made to the Town of Grand Chute. For illustrative purposes, this means that if, as expected, the maximum grant amount is paid to the Municipalities over the life of this agreement, a total of \$1,005,000 will be paid to the Village of Little Chute, \$375,000 will be paid to the City of Appleton, and \$120,000 will be paid to the Town of Grand Chute. If, at any point during the term of this agreement, those portions of the Town of Grand Chute which make Grand Chute an Affected Municipality are entirely annexed by the City of Appleton, and upon written notice from the City of Appleton and the Town of Grand

Chute, then any remaining grants to the Town of Grand Chute will instead be granted to the City of Appleton in addition to the grant money it is already receiving.

8.0 WAIVERS

8.1 Waiver of Local Approvals

By approval of this Agreement, the Municipalities agree that local approvals as defined in Wis. Stat. s. 289.33(3)(d) do not apply to the Landfill. Except as provided under Section 8.4, the Municipalities waive any arguments, claims, or defenses that the County is required to re-initiate the local approval process under Wis. Stat. ch. 289 with respect to the Landfill or that the County is subject to any local approvals under Wis. Stat. s. 289.33(3)(d) with respect to the Landfill.

If the County seeks any modification from DNR for the Plan of Operation it shall concurrently notify the Municipalities of such request. At the request of one or more of the Municipalities, the County shall meet with each requesting Municipality to provide information about and answer questions relating to such request.

8.2 Waiver of Contested Case Hearings and Petitions for Judicial Review

By approval of this Agreement, except as provided under Section 8.4, each Municipality forever waives its rights to request any contested case hearing, participate in a contested case hearing, seek judicial review, and/or participate in a judicial review proceeding relating to the decision(s) of the Department regarding the approval of the initial site report, feasibility report, Plan of Operation, Operating License, or any other aspect of the Landfill project regarding the siting, design and/or construction, operation, and closure of the Landfill, unless the contested case hearing or judicial review proceeding is in support of giving effect to the terms of this Agreement.

8.3 Waiver of Municipality Claims

A. The Municipalities and the County acknowledge and agree that the siting, construction, operation and closure of the Landfill, and other activities related thereto, are anticipated to have some effects on the Municipalities (the "Effects"). Without limitation, the Effects might include those involving roads, traffic, safety, noise, and need for additional public and emergency services, and other effects. The Municipalities and the County agree that the obligations undertaken

by the County in this Agreement are designed to mitigate the Effects, and the Municipalities agree not to sue or otherwise seek compensation from the County for the Effects, except as set forth herein.

B. Nothing in this Agreement may be construed to preclude the Municipalities from taking any action, including the filing of legal actions, to enforce the provisions of this Agreement, provided that such actions shall not prevent the continued use or operation of the Landfill.

C. This section shall not apply to the City of Appleton with respect to its acceptance of leachate as set forth in Section 6.1 of this Agreement.

8.4 Limitation of Waivers

Notwithstanding Sections 8.1 and 8.2, the Municipalities retain their rights to object to modifications to the Landfill if those modifications result in either (i) an expansion of more than 5% of the Landfill footprint area or capacity, or (ii) an increase of more than 5 feet over the Landfill height as defined in Section 5.7, unless such modifications are required by the Department and not sought by the County, or unless otherwise agreed to by the Municipalities.

8.5 Waiver of Default or Breach

The waiver by either party of a default or breach of any provision of this Agreement by another party shall not be construed to operate as a waiver of any subsequent default or breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not be construed to operate as a waiver of any default or breach.

8.6 Waiver of Notice of Claim Requirements

By approval of this Agreement, the Municipalities and County hereby waive the Notice of Claim requirements in Wis. Stat. §893.80(1d) for any legal action to enforce the provisions of this Agreement.

8.7 No Waiver of Special Assessments

Nothing in this Agreement limits any of the Municipalities' statutory right to specially assess the County in accordance with the law.

8.8 Notice of Violation of this Agreement

If a Municipality deems that any of the provisions of this Agreement are being violated, the Municipality may notify the County in writing and indicate the nature of the violation and the time within which the violation must be corrected.

Whenever the County is notified in writing of a violation, the County shall either:

1. Commence correction of all violations immediately and shall correct all violations within the time frame as determined by the Municipality. If such corrections are not commenced immediately or corrected within the time frame as determined the Municipality may proceed to enforce the Agreement under the terms herein.

2. Inform the Municipality in writing why the County believes no violation of the agreement has occurred.

9.0 RELATION TO PRIOR AGREEMENTS

Except as otherwise expressly provided in this Agreement, this Agreement shall not supersede any prior agreement between any of the parties to this Agreement.

10.0 REIMBURSEMENT OF LEGAL FEES

County shall reimburse the Village of Little Chute for the legal fees incurred in the negotiation and drafting of this Agreement by the Landfill Siting Committee within 30 days of receipt of a detailed invoice from the Village.

11.0 CONSTRUCTION AND OPERATION OF AGREEMENT

11.1 Interpretation

This Agreement should be interpreted as though jointly drafted by the parties.

11.2 Relationship of the Parties

Except as otherwise expressly provided in this Agreement, no party to this Agreement shall by virtue of this Agreement have any responsibility whatsoever with respect to services provided or contractual obligations assumed by any other party and nothing in this Agreement shall be construed to make any party a partner, agent, or legal representative of any other party or to create any fiduciary relationship between or among the parties.

11.3 Assignment

- A. Any party may assign its interest hereunder to any successor in ownership or operation of the Landfill, with the prior written approval of all of the other parties, which approval shall not be unreasonably conditioned or withheld. Any such assignee shall assume all of the obligations, commitments, duties and responsibilities of the assigning party under this Agreement.
- B. Any attempted assignment not expressly provided for in this Agreement or made contrary to this Section shall be void and a violation of this Agreement. This Agreement shall be binding upon and inure to the benefit of the permitted successors and assigns of the parties pursuant to this Section.

11.4 Agreement Modifications

This Agreement shall be modified only by written agreement duly executed by all parties.

11.5 Severability

In the event that any provision or section of this Agreement shall, for any reason, be determined to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, the invalidity of such provision or section shall not affect the remaining provisions of this Agreement, which shall remain in full force and effect

11.6 No Third-party Beneficiaries

No Provision of this Agreement is intended for the benefit of any person except the parties hereto. No interest on behalf of any third-party beneficiary is created by this Agreement.

11.7 Default Provisions

A party shall be in default under this Agreement if it fails to perform any of its responsibilities, duties and obligations set forth herein, and such failure continues for a period of thirty (30) days after the defaulting party's receipt of written notice of such failure from another party. In the event of such default, the non- defaulting parties shall be entitled to exercise any rights and remedies expressly defined in this Agreement and any or all available rights and remedies at law or in equity.

11.8 Captions

The captions in this Agreement are inserted only as a matter of convenience and for reference and in no way define or limit the scope or intent of the various provisions, terms, or conditions in the Agreement.

11.9 Representations and Authority

Each party to this Agreement represents and warrants as follows:

- A. It is duly organized, validly existing and has the power and authority to consummate the transactions contemplated by this Agreement.
- B. All proceedings necessary for it to consummate the transactions contemplated by this Agreement have been duly taken in accordance with law.
- C. The persons executing this Agreement on behalf of the party have been duly authorized to execute this Agreement.

11.10 Signatures

The parties agree that fax or electronically-scanned signatures shall be binding on the parties hereto.

This Agreement may be signed in counterparts and such counterparts when taken together shall constitute one agreement.

11.11 Further Action

Each of the Parties agrees from time to time to execute and deliver such instruments, and to take such further action not inconsistent with the provisions of this Agreement, as may be necessary in order to fully perform and carry out the terms and intent of this Agreement.

11.12 Notice

All notices or communications hereunder shall be sufficiently given and shall be deemed given when mailed by certified or registered mail, postage prepaid, addressed as follows:

- (a) If to Outagamie County:

Director of Solid Waste 1419 Holland Road

Appleton, WI 54911

(b) If to City of Appleton: Mayor

City of Appleton

100 N. Appleton Street Appleton, WI 54911-4700

(c) If to Village of Little Chute:

Village Administrator and Village President 108 West Main
St.

Little Chute, WI 54140

(d) If to Town of Grand Chute:

Town Administrator and Town Chairperson 1900 West
Grand Chute Blvd.

Grand Chute, WI 54913

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on the
day and year set forth below.

OUTAGAMIE COUNTY

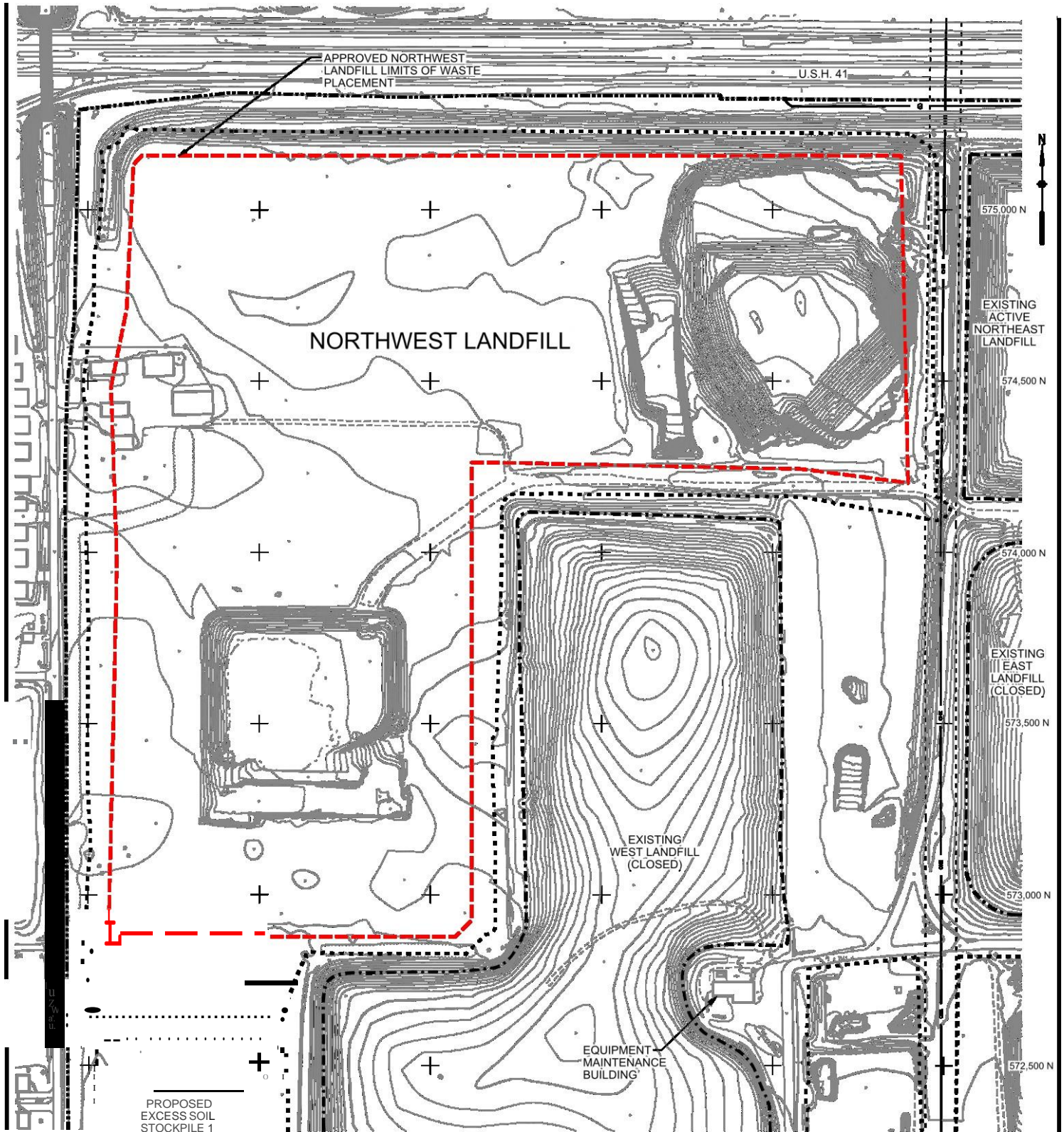
Thomas M. Nelson
County Executive

Jeff Nooyen
County Board Chairman

CITY OF APPLETON

VILLAGE OF LITTLE CHUTE

TOWN OF GRAND CHUTE



OUTAGAMIE COUNTY LANDFILL

FIGURE 1
NORTHWEST LANDFILL

Exhibit A
Landfill Agreement

F o h

Outagamie County Northwest Landfill



200'



"...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: November 7, 2022

RE: Action: Approve the Public Facility Needs Assessment

The Parks, Recreation, and Facilities Management Department contracted with Baker Tilly to complete a public facility needs analysis. Baker Tilly's analysis, in conjunction with the City of Appleton's 2019-2023 Comprehensive Outdoor Recreation Plan ("CORP"), create a public Facilities Needs Assessment pursuant to Wis. Stats. §66.0617 and §236.45. The review of the City's Needs Assessment is part of a larger effort to review and determine whether an update to the city's current fee-in-lieu of land dedication process is appropriate.

As highlighted within the Baker Tilly analysis, it is important to plan responsibly for new growth within a community, including acquiring, constructing, and maintaining parkland. One such way to accomplish this is done through the fee-in-lieu of land dedication process. This dedication process occurs at the outset of development, when land is developed and subdivided. The fee-in-lieu of land dedication will be due upon issuance of a building permit. The Parks, Recreation, and Facilities Management Department receives payment per dwelling unit which is deposited into the park open space special revenue fund. The city has not updated the fee-in-lieu of land dedication fee since 2009.

Pursuant to the Needs Analysis, the following are the proposed fees per dwelling unit:

Single Family	\$1,100.00
Multi-Family	\$925.00

If land dedication is determined to be more feasible, the following land dedication square footage applies per dwelling unit and will be applied to the final plat:

Single Family	789 Square Feet
Multi-Family	667 Square Feet

It is anticipated that, following adoption of this Needs Assessment, an amendment to Chapter 17 of the Municipal Code will follow.

Please contact me at 832-5572 or at dean.gazza@appleton.org with any questions.

CITY OF APPLETON

Appleton, Wisconsin

FEE-IN-LIEU OF LAND DEDICATION AND PUBLIC FACILITY NEEDS ASSESSMENT

Baker Tilly US, LLP
4807 Innovate Lane
P.O. Box 7398
Madison, WI 53707-7398
608 249 6622
800 362 7301

Dated: March 7, 2022

Table of Contents

	<u>Page No.</u>
Executive Summary	1 – 2
Introduction	3
Section A – Statutory Requirements	4
Section B – Compliance with Wisconsin Fee in Lieu of Land Dedication	5 – 6
Section C – Fee Calculation and Land Dedication Requirements	7 – 10
Appendix A	11 - 12

Executive Summary

The purpose of this project was to evaluate and update the City's current fee-in-lieu of land dedication under Wisconsin Statute, Chapter 236, and Section 236.45 Local Subdivisions Requirements. If a municipality charges a fee-in-lieu of land dedication in accordance with Wisconsin State Statute 236.45(6) (am), the municipality must follow the procedures under s. 66.0617 (3) to (5) and meet the requirements under s. 66.0617 (6) to (10).

According to the City of Appleton's (the "City") 2019-2023 Comprehensive Outdoor Recreation Plan (page 14), the City is expecting to have population growth of 3.0% every decade. This anticipated growth will require additions to the City's parkland and park facilities. A fee-in-lieu of land dedication will continue to assist in financing the acquisition or initial improvement of land for public parks.

The City currently charges a fee in lieu of land dedication as established by the following ordinance:

Appleton, WI Municipal Code, Sec. 17-29. Ordinance No. 44-09, 3-10-2009

Per the City, they have not updated the fee-in-lieu of land dedication since 2009.

This document serves as a summary of Baker Tilly's analysis of the City's existing fee-in-lieu of land dedication. It also serves to satisfy the statutory obligations as outlined in Wisconsin Statute 66.0617 and Wisconsin Statute 236.45 to update its existing fees and public facility needs assessment. The primary resources used in this development of this study include:

- > The City used the *The City of Appleton 2019-2023 Comprehensive Outdoor Recreation* (the Plan) as the facility needs assessment.
- > *The City of Appleton 2019-2023 Comprehensive Outdoor Recreation* (the Plan) as prepared by Rettler Corporation adopted on September 18, 2019. See the acknowledgements section of the Plan for those that were involved in its creation. The Plan is located on the City's website. <https://appletonparkandrec.org/wp-content/uploads/2020/03/FINAL-Appleton-CORP-2019.pdf>
- > *The park inventory listing as provided by the City*. This document was compiled by the City from the Plan. Refer to Appendix A.
- > *The land cost as provided by the City*. The land cost is based on the City-wide average cost of unimproved land acquisition based on recent land sales and the cost to improve the land for public parks. Per s. 236.45(6)(ac), "improvement for public parks" means grading, landscaping, installation of utilities, construction of sidewalks, installation of playground equipment, and construction or installation of restroom facilities on land intended for public park purposes." The average of four recent sales was used to determine an average cost per acre. The four sales include the following:

Tax Municipality	Close Date	Price	Acres Est	\$/Acre	Comments
City of Appleton	3/1/2021	\$149,900	2.81	\$53,345	single building site w/public water & sewer
City of Appleton	10/2/2020	\$161,405	2.74	\$58,907	single building site w/public water & sewer
City of Appleton	12/23/2020	\$158,500	2.68	\$59,142	single building site w/public water & sewer
City of Appleton	10/5/2020	\$142,500	2.01	\$70,896	single building site w/public water & sewer
			average	\$60,572	

Executive Summary (cont.)

- > *U.S. Census data 2019 5-year estimates* related to persons-per-household per dwelling unit type.

<https://data.census.gov/cedsci/table?t=Housing&g=1600000US5502375&tid=ACSDP5Y2019.DP04&hidePreview=true>

This study should be read in conjunction with these resources. We provide no assurance on the accuracy of the resources used to develop this study.

Introduction

As previously stated in the Executive Summary, the City expects to experience population growth through 2030. Planning responsibly for new growth within a community is one of many challenges facing local governments. Effective accommodation of this development requires additional park land to accommodate growth as well as the construction and upgrade of public facilities and infrastructure to serve new residents.

It is common that during the construction and upgrade of public infrastructure, many residents and businesses that will occupy the newly developed areas of the community may not yet be present. The purchase of land and the development of land often precedes the inhabiting of the property. While this may be an obvious fact, it holds important consequence for the public financing of new development. In order to apportion the public costs of new development fairly and responsibly, some measures must be undertaken to ensure that the entire cost of accommodating new development is not born solely by the current residents of the municipality. One such measure to accomplish this goal is the use of a fee-in-lieu of land dedication to offset the initial cost to local taxpayers of satisfying the additional demand on the public infrastructure and park land.

Section A – Statutory Requirements

A fee-in-lieu of land dedication must follow the requirements of Wisconsin State Statute Chapter 236 – Platting Lands and Recording and Vacating Plats. See the requirements below.

In addition, if a municipality charges a fee-in-lieu of land dedication in accordance with Wisconsin State Statute 236.45(6) (am), the municipality must follow the procedures under s. 66.0617 (3) to (5) and meet the requirements under s. 66.0617 (6) to (10). The City understands these requirements.

Wisconsin State Statute Chapter 236.45(6) – Requirements for Approval Conditions

- > *Per Subsection(6)(ac), “Improvement of land for public parks” means grading, landscaping, installation of utilities, construction of sidewalks, installation of playground equipment, and construction or installation of restroom facilities on land intended for public park purposes.*

Based on the definition above, only allowable costs are included in the fee-in-lieu of land dedication.

- > *Per Subsection (6)(b), any land dedication, easement, or other public improvement or fee for the acquisition or initial improvement of land for a public park that is required by a municipality, town, or county as a condition of approval under this chapter must bear a rational relationship to a need for the land dedication, easement, or other public improvement, parkland acquisition or initial improvement fee resulting from the subdivision or other division of land and must be proportional to the need.*

The City is meeting this requirement. The City is providing a service level of 6.99 acres per 1,000 residents. See Appendix A.

- > *Per Subsection (6)(c), If a subdivision ordinance of a municipality, town, or county requires, as a condition of approval under this chapter, that a subdivider dedicate land for public park, the municipality, town or county may offer the subdivider the option of either dedicating land consistent with the municipality’s, town’s or county’s park plan and comprehensive plan or paying a fee or other charge under par (am) in lieu of the dedication. If the subdivider elects to pay a fee or other charge under the paragraph, the fee or other charge is payable by the landowner to the municipality, town, or county upon issuance of a building permit by the municipality, town, or county. If the subdivider elects to dedicate land under this paragraph, unless the municipality, town, or county agrees otherwise, the subdivider only may dedicate land that is consistent with the municipality’s, town’s or county’s park plan and comprehensive plan.*

See Section C for the fee-in-lieu of land dedication fee calculation and the land dedication square footage requirements. If land dedication is selected, the City’s land dedication standard is 423.66 square feet per person. See the assumptions and calculations in Section C.

NOTE: The fee-in-lieu of land dedication requirements outlined in this section are subject to change by the legislature at any time. Refer to the state statute for the statutory requirements.

Section B – Compliance with Wisconsin Fee-in-lieu of Land Dedication Requirements

Fee-In-Lieu of Land Dedication Process

See Wisconsin State Statute 66.0617 for the detailed process. In addition, if a municipality charges a fee-in-lieu of land dedication in accordance with Wisconsin State Statute 236.45(6), the municipality must follow the procedures under s. 66.0617 (3) to (5) and meet the requirements under s. 66.0617 (6) to (10).

The process followed and information utilized in the development of the fee-in-lieu of land dedication is summarized below:

- Requires a Public Hearing (s. 66.0617 (3)):
 - Class 1 notice under Chapter 985
 - Provide copy of proposed ordinances
 - Provide public facilities needs assessment
- Based on a Public Facilities Needs Assessment (s. 66.0617 (4)):
 - Inventory of existing facilities, including deficiencies
 - Identification of new public facilities
 - Estimated (or actual) capital cost of new public facilities
 - Effect of recovering capital costs on affordable housing
 - Available for public inspection and copying in the office of the clerk at least 20 days before hearing
- Establish Accounting Requirements:
 - Use of funds restricted
 - Subject to refund
- Specify Appeal Procedure (s. 66.0617 (10))

Section B – Compliance with Wisconsin Fee-in-lieu of Land Dedication Requirements (cont.)

Imposition of the Fee-in-lieu of Land Dedication

The park fee-in-lieu of land dedication will be due upon issuance of a building permit.

Wisconsin State Statute Section 66.0617(7) – Low-Cost Housing

In general, the level of the fees in relation to average housing cost should not impede the affordability of low-cost housing. For example, including the proposed single-family fee-in-lieu of land dedication of \$1,115, in a typical 30-year mortgage at 3% interest would equate to an additional monthly payment of \$4.85. According to Zillow, the median home price in Appleton is \$204,832 (a). Assuming a down payment of 20%, the average monthly mortgage payment would be \$691. The fee-in-lieu would be 0.7% of the monthly payment. In addition, if the owner of a multifamily dwelling were to include the proposed multi-family fees of \$943 in a mortgage with the same terms, the additional monthly payment would be \$3.98 or 0.4% of the monthly payment.

Information from the 2015-2019 US Census showed that the City of Appleton's median household income was \$58,112 (2019 dollars). Wisconsin's median household income was \$61,747 (2019 dollars).

(a) <https://www.zillow.com/appleton-wi/home-values/>

Updates to the Report

The fee-in-lieu of land dedication should be evaluated for adjustment at least every five years to account for increases / decreases in raw land costs, grading and utilities. The City may also wish to adjust the fee periodically based on the Engineering News Record Municipal Cost Index. This will allow for changes in growth, project costs, estimates or other projects to be incorporated into the fees. See assumptions for recommendations.

Section C – Fee Calculation and Land Dedication Requirements

Assumptions

- > The fee in lieu of parkland dedication was last updated in 2009.

The City's current 2019-2023 Comprehensive Outdoor Recreation Plan (the Plan) was used as the basis for this study. This Plan was approved on September 18, 2019. As noted in the Plan, "A growing body of research provides evidence of the importance of parks, open space, and leisure programming to the environmental, social, and economic health of Communities." The plan also supports the guidelines established in the City of Appleton 2010-2030 Comprehensive Plan. Both plans can be found on the City website.

<https://appletonparkandrec.org/wp-content/uploads/2020/03/FINAL-Appleton-CORP-2019.pdf>

<https://www.appleton.org/government/planning/city-of-appleton-comprehensive-plan-2010-2030>
- > According to the City, 2020 Census data indicate the 2020 population estimate for the City is 75,644, which is an increase of approximately 3,021 since the 2010 U.S. Census (72,623 population) or a 4.1% increase. <https://www.census.gov/quickfacts/appletoncitywisconsin>
- > The City's fee-in-lieu of land dedication standard is based on 529.08 acres of parkland. This is comprised of 242.06 acres of community parks, 178.32 acres of neighborhood parks and 108.70 acres of special use parks such as Houdini Plaza and Reid Golf Course.
- > The land costs to calculate the fee-in-lieu of land dedication is based on the City-wide average cost of land acquisition and "improvements of land for public park costs" as allowed for under Chapter 236. Recent raw land sales with utility improvements show the average cost per acre is \$60,572. This is also referenced on Page 1.
- > Park development fees will not be assessed to nonresidential land uses as park usage is primarily residential in this community.
- > The Park & Open Space standards can be found in the City of Appleton 2019-2023 Comprehensive Outdoor Recreation Plan.
- > For purposes of this analysis, it is assumed that there will be an average of 2.59 persons per household for single-family housing units and 2.19 persons per household for duplex and multifamily housing units as per recent census data.

Section C – Fee Calculation and Land Dedication Requirements (cont.)

Assumptions (cont.)

- > The fee-in-lieu of land dedication standard used for consideration in this study is comprised of “active-parks” of 529.08 acres. While the type of land dedicated by developers is typically used for the development of active use parks, such use is not required. The city is currently providing 6.99 acres of parkland per 1,000 residents using the 2020 population of 75,644. The calculation is $(529.08 / 75,644) * 1,000 = 6.99$.
- > The City’s land dedication requirement is 304.67 square feet per person. This is computed as follows: $(6.99 \text{ acres} * 43,560 \text{ square feet in an acre}) / 1,000 = 304.67 \text{ square foot per person}$. This is then multiplied by the persons per household to determine the land dedication square footage.

Recommendation

The City should consider whether its existing fee-in-lieu of land dedication fee should be updated with the fees identified and explained on the following pages.

Section C – Fee Calculation and Land Dedication Requirements (cont.)

Fee Summary

Dwelling Unit Type	1 (A) Persons per Household	2 Cost per Person	3 (1*2) Fee
Single Family	2.59	\$ 423.66	\$ 1,097.29
Multi-Family	2.19	\$ 423.66	\$ 927.83
Standards:			
Cost standard per acre			<u>\$ 60,572</u> B
Parkland acres per 1,000 residents			<u>6.99</u> C
Cost per Person:			
	Cost standard per acre		\$ 60,572 B
	Multiplied by: acres per person		<u>0.0069943</u> per above
	Cost per person		<u>\$ 423.66</u>
A) Source: U.S. Census Bureau			
B) Per the City of Appleton - based recent land sales w/utilities			
C) Per the City of Appleton CORP			

Section C – Fee Calculation and Land Dedication Requirements (cont.)

Land Dedication

If land dedication is selected versus paying a fee-in-lieu of land dedication, the following land dedication square footage applies and will be applied prior to the Final Plat:

Land Dedication Requirement			
Dwelling Unit Type	1 (A) Persons per Household	2 Square Foot per Person	3 (1*2) Land Dedication Square Footage
Single Family	2.59	304.67	789.11
Multi-Family	2.19	304.67	667.26
Standards:			
Square feet per acre			<u>43,560</u>
Parkland acres per 1,000 residents			<u>6.99</u> B
Square Foot per Person:			
Parkland acres per person (7.11 / 1,000)			0.006994 B
Multiplied by: Square feet per acre			<u>43,560</u> per above
		Square feet per person	<u>304.67</u>
A) Source: U.S. Census Bureau			
B) Per the City of Appleton			

APPENDIX A

	Park	Park Type	Acres
<u>Included In Park Improvement Calculation</u>			
1	Appleton Memorial (AMP)	Community	140.10
2	Erb	Community	27.75
3	Pierce	Community	34.91
4	Telulah	Community	39.30
	Subtotal		<u>242.06</u>
1	Alicia	Neighborhood	12.00
2	Arbutus	Neighborhood	3.44
3	City	Neighborhood	8.00
4	Colony Oaks	Neighborhood	7.88
5	Derks	Neighborhood	9.07
6	Einstein	Neighborhood	6.60
7	Ellen Kort Peace	Neighborhood	3.38
8	Green Meadows	Neighborhood	5.60
9	Highview	Neighborhood	12.59
10	Hoover	Neighborhood	11.60
11	Jaycee	Neighborhood	4.00
12	Jones	Neighborhood	5.75
13	Kiwanis	Neighborhood	6.50
14	Linwood	Neighborhood	9.50
15	Lions	Neighborhood	4.40
16	Lutz	Neighborhood	2.70
17	Mead	Neighborhood	8.50
18	Lundgaard	Neighborhood	7.02
19	Peabody	Neighborhood	16.20
20	Pioneer	Neighborhood	0.52
21	Providence	Neighborhood	3.33
22	Schaefer	Neighborhood	6.40
23	Summit	Neighborhood	5.49
24	Veterans	Neighborhood	2.00
25	Vosters	Neighborhood	5.10
26	Vulcan Heritage	Neighborhood	2.05
27	Woodland	Neighborhood	8.70
	Subtotal		<u>178.32</u>
1	Houdini Plaza	Special Areas	1.00
2	Reid Golf Course	Special Areas	107.60
3	Union Springs	Special Areas	0.10
	Subtotal		<u>108.70</u>
	Total Park Acreage		<u><u>529.08</u></u>
	2020 Population		75,644
	Parkland per 1,000 residents		6.99



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

Department of Utilities
Wastewater Treatment Plant
2006 E Newberry Street
Appleton, WI 54915-3128
920-832-5945 tel.
920-832-5949 fax

To: Chairperson William Siebers and Members of the Finance Committee

From: Utilities Deputy Director, Chris Stempa

Date: November 16, 2022

Re: Finance Committee Action: Award "AWWTP Phase I Belt Filter Press Equipment Upgrades Project" Base Bid with no Alternate Bids to Staab Construction in the amount of \$5,063,000 with 15% contingency of \$759,450 for a project total not to exceed \$5,822,450

Finance Committee Action: Approve positive fund balance transfer of \$100,000 from the AWWTP Sludge Storage Building Addition Construction Project to the AWWTP Phase I Belt Filter Press Equipment Upgrades Project

BACKGROUND

The Appleton Wastewater Treatment Plant (AWWTP) has utilized Ashbrook Simon Hartley Winkle presses or belt filter presses (BFPs) to dewater anaerobically digested sludge for nearly 30 years. Each of the three BFP have run times in excess of 4,000 hours per year and produced, on average, approximately 25,000 wet tons per year. This equipment has been proven to be reliable and efficient. However, the equipment has exceeded typical useful life expectancies which is supported over the past few years with an escalating trend of equipment failures, critical parts obsolescence (e.g., variable frequency drives) and deterioration of structural components caused by years of acid washing.

The original 2023 project was to be accomplished within a single phase and would replace the three (3) existing BFP's with four (4) new BFP's. The additional BFP would satisfy future anticipated loadings associated Sewer Service Area growth and provide redundancy. The project would also address original functioning electrical hard wire relays that have remained untouched from original construction. These existing relays do not provide the diverse functional capabilities offered by present-day technologies. This includes the ability to fully integrate BFP unit processes with the existing supervisory control and data acquisition (SCADA) computer operating system. Since the original equipment installation, there have been unit processes that have become obsolete (e.g., lime pasteurization system) yet remained in the presence of subsequent upgrades (e.g., polymer batch system improvements). These former treatment processes and ancillary chemical feed systems continue to share common space within existing electrical control panels. This project will address unused electrical

wiring and components from past improvements, upgrade second floor HVAC to accommodate new BFP equipment, and the complete the replacement of antiquated and/or degraded components outside the electrical hardwire systems.

As preliminary engineering progressed into 2022, the full extent of the project scope was refined as observations, alternatives, recommendations, and updated equipment estimates were obtained. The substantial increase in costs seen with other capital construction project bids substantially outpaced budgetary projections. The contributing factors for this include lingering supply chain issues, sustained high demands for goods and services, and spikes in commodity prices such as steel and oil. Coupled with inflationary increases, the cost of operations, equipment, and construction have increased beyond prior year’s forecasts. As such, out of necessity, the project was segregated into two separate phases over two years.

The 2022 “Phase I Belt Filter Press Equipment Upgrades Project” provides the foundational work from which the 2023 Phase II project will occur. The existing BFPs will remain operational during Phase I construction. This allows for continuity of operation during the installation and startup of new equipment. The substantial completion of Phase I will facilitate the transition to Phase II which involves the complete demotion and replacement of the three existing BFPs and the removal of remnant hard wiring associated from obsolete equipment and replacement of antiquated and/or degraded components outside the electrical hardwire systems.

BIDS:

On Thursday, November 10, 2022 the City opened and reviewed the bids from two contractors which are summarized in the Table 1 below. Each bid met the submittal requirements. Staab Construction was the least cost responsible bidder.

Table 1: Bid Tab Summary

Company	Base Bid
Staab Construction	\$5,063,000
Miron Construction	\$5,067,331

RECOMMENDATION:

The Utilities Department requests the transfer of \$100,000 in remaining funds from the AWWTP Sludge Storage Addition Project to cover the budget shortfall associated with the Phase I Belt Filter Press Equipment Upgrades Project bid price plus 15% contingency. The Finance Department was consulted to help provide this recommendation.

I am requesting an award of the Phase I Belt Filter Press Equipment Upgrades Project base bid to Staab Construction in the amount of \$5,063,000 with 15% contingency of \$759,450 for a project total not to exceed \$5,822,450.

If you have any questions or require additional information regarding this project please contact Chris Stempa at 920-832-5945.



MEMORANDUM

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

TO: Finance Committee (FC)
FROM: Karen Harkness, Director
DATE: November 3, 2022
RE: Request to approve ESRI Small Municipal and County Government Enterprise Agreement (SGEA) three-year license renewal as a sole source contract

After review and approval of this sole source request by the Finance Department, the Community & Economic Development Department is requesting the Common Council's consideration of this sole source contract. ESRI is the only wholistic Geographic Information Systems (GIS) vendor available. Appleton has had a relationship with ESRI, our GIS provider, since May 17th, 2001, when the first record of purchase was noted. For the past 21 years, ESRI has paved the way in spatial data aggregation. This has enabled Appleton's GIS team to empower city staff and create a more efficient and effective workplace. Appleton's current ArcGIS Enterprise system has components that intertwine into the daily workings of the city, from utility billing to simple feature creation. GIS effects nearly every department.

Other geographic vendors do exist but must be stitched in a way that makes the system bulky, slow, and unreliable. This observation originates from a firsthand account where multiple components were used to create a cohesive GIS architecture that still included some ESRI software components. More to the point, shortly after the municipality recognized that this was a not a sustainable procedure and move all of it GIS to ESRI's ArcGIS software.

Moving away from ESRI's ArcGIS Enterprise system would decimate much of the city processes, applications, and city end users. We can confirm that the ArcGIS software is a sole source product, manufactured, sold, and distributed exclusively by ESRI. This sole source purchase should be likened to Appleton's account with Microsoft Suite Products. Microsoft Word has been the standard for documentation for many years, just as ESRI's ArcGIS has pioneered and lead the way in GIS since 1969 when the company was founded.

ESRI's 3-year renewal agreement totals the amount of \$187,500.00 and is payable annually at \$62,500.00 each year from the IT budget. The City Attorney has already reviewed the SGEA renewal and has approved it to be completed as-is without any redlines. A copy of ESRI's contract has been attached to this memorandum.

- Year 1 - \$62,500.00
- Year 2 - \$62,500.00
- Year 3 - \$62,500.00

Attached to this memo is a copy of an email from the City of Appleton's Purchasing Manager, which states that they agree that sole sourcing this project is justified.

Staff Recommendation:

Request to approve the sole source contract at \$187,500 for three-year license agreement with ESRI **Be Approved.**



September 6, 2022

Corey Popp
City of Appleton
100 N Appleton St
Appleton, WI 54911

Dear Corey,

The Esri Small Municipal and County Government Enterprise Agreement (SGEA) is a three-year agreement that will grant your organization access to Esri term license software. The EA will be effective on the date executed and will require a firm, three-year commitment.

Based on Esri's work with several organizations similar to yours, we know there is significant potential to apply Geographic Information System (GIS) technology in many operational and technical areas within your organization. For this reason, we believe that your organization will greatly benefit from an Enterprise Agreement (EA).

An EA will provide your organization with numerous benefits including:

- A lower cost per unit for licensed software
- Substantially reduced administrative and procurement expenses
- Complete flexibility to deploy software products when and where needed

The following business terms and conditions will apply:

- All current departments, employees, and in-house contractors of the organization will be eligible to use the software and services included in the EA.
- If your organization wishes to acquire and/or maintain any Esri software during the term of the agreement that is not included in the EA, it may do so separately at the Esri pricing that is generally available for your organization for software and maintenance.
- The organization will establish a single point of contact for orders and deliveries and will be responsible for redistribution to eligible users.
- The organization will establish a Tier 1 support center to field calls from internal users of Esri software. The organization may designate individuals as specified in the EA who may directly contact Esri for Tier 2 technical support.
- The organization will provide an annual report of installed Esri software to Esri.
- Esri software and updates that the organization is licensed to use will be automatically available for downloading.
- The fee and benefits offered in this EA proposal are contingent upon your acceptance of Esri's Small Municipal and County Government EA terms and conditions.

- Licenses are valid for the term of the EA.

This program offer is valid for 90 days. To complete the agreement within this time frame, please contact me within the next seven days to work through any questions or concerns you may have.

To expedite your acceptance of this EA offer:

1. Sign and return the EA contract with a Purchase Order or issue a Purchase Order that references this EA Quotation and includes the following statement on the face of the Purchase Order:

"THIS PURCHASE ORDER IS GOVERNED BY THE TERMS AND CONDITIONS OF THE ESRI SMALL MUNICIPAL AND COUNTY GOVERNMENT EA, AND ADDITIONAL TERMS AND CONDITIONS IN THIS PURCHASE ORDER WILL NOT APPLY."

Have it signed by an authorized representative of the organization.

2. On the first page of the EA, identify the central point of contact/agreement administrator. The agreement administrator is the party that will be the contact for management of the software, administration issues, and general operations. Information should include name, title (if applicable), address, phone number, and e-mail address.
3. In the purchase order, identify the "Ship to" and "Bill to" information for your organization.
4. Send the purchase order and agreement to the address, email or fax noted below:

Esri	e-mail: service@esri.com
Attn: Customer Service SG-EA	fax documents to: 909-307-3083
380 New York Street	
Redlands, CA 92373-8100	

I appreciate the opportunity to present you with this proposal, and I believe it will bring great benefits to your organization.

Thank you very much for your consideration.

Best Regards,

Jason Fetch



Quotation # Q-465368

Date: September 6, 2022

Customer # 485963 Contract # ENTERPRISE AGREEMENT

City of Appleton
Information Technology
100 N Appleton St
Appleton, WI 54911

ATTENTION: Corey Popp
PHONE: (920) 832-6410
EMAIL: corey.popp@appleton.org

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853 Fax: (909) 307-3049
DUNS Number: 06-313-4175 CAGE Code: OAMS3

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 9/6/2022 To: 12/5/2022

Material	Qty	Term	Unit Price	Total
168179	1	Year 1	\$55,000.00	\$55,000.00
Populations of 50,001 to 100,000 Small Government Term Enterprise License Agreement				
168179	1	Year 2	\$55,000.00	\$55,000.00
Populations of 50,001 to 100,000 Small Government Term Enterprise License Agreement				
168179	1	Year 3	\$55,000.00	\$55,000.00
Populations of 50,001 to 100,000 Small Government Term Enterprise License Agreement				
168441	1	Year 1	\$5,500.00	\$5,500.00
ArcGIS GeoEvent Server Populations of 50,001 to 100,000 Small Government Term Enterprise Agreement				
168441	1	Year 2	\$5,500.00	\$5,500.00
ArcGIS GeoEvent Server Populations of 50,001 to 100,000 Small Government Term Enterprise Agreement				
168441	1	Year 3	\$5,500.00	\$5,500.00
ArcGIS GeoEvent Server Populations of 50,001 to 100,000 Small Government Term Enterprise Agreement				
180147	1		\$1,750.00	\$1,750.00
ArcGIS Drone2Map Advanced for ArcGIS Online Annual Subscription - Year 1				

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Jason Fetch	Email: jfetch@esri.com	Phone: 651-454-0600 x2331
<p>The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at https://go.esri.com/MAPS apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at https://www.esri.com/en-us/legal/terms/state-supplemental apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.</p>		



Quotation # Q-465368

Date: September 6, 2022

Customer # 485963 Contract # ENTERPRISE AGREEMENT

City of Appleton
Information Technology
100 N Appleton St
Appleton, WI 54911

ATTENTION: Corey Popp
PHONE: (920) 832-6410
EMAIL: corey.popp@appleton.org

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853 Fax: (909) 307-3049
DUNS Number: 06-313-4175 CAGE Code: OAMS3

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 9/6/2022 To: 12/5/2022

Material	Qty	Term	Unit Price	Total
180147	1		\$1,750.00	\$1,750.00
ArcGIS Drone2Map Advanced for ArcGIS Online Annual Subscription - Year 2				
180147	1		\$1,750.00	\$1,750.00
ArcGIS Drone2Map Advanced for ArcGIS Online Annual Subscription - Year 3				
157007	5		\$50.00	\$250.00
ArcGIS Community Analyst Web App Online Term License - Year 1				
157007	5		\$50.00	\$250.00
ArcGIS Community Analyst Web App Online Term License - Year 2				
157007	5		\$50.00	\$250.00
ArcGIS Community Analyst Web App Online Term License - Year 3				

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Jason Fetch	Email: jfetch@esri.com	Phone: 651-454-0600 x2331
--	----------------------------------	-------------------------------------

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

FETCHJ

This offer is limited to the terms and conditions incorporated and attached herein.



Quotation # Q-465368

Date: September 6, 2022

Customer # 485963 Contract # ENTERPRISE AGREEMENT

City of Appleton
Information Technology
100 N Appleton St
Appleton, WI 54911

ATTENTION: Corey Popp
PHONE: (920) 832-6410
EMAIL: corey.popp@appleton.org

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853 Fax: (909) 307-3049
DUNS Number: 06-313-4175 CAGE Code: OAMS3

*To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 9/6/2022 To: 12/5/2022*

Subtotal:	\$187,500.00
Sales Tax:	\$0.00
Estimated Shipping and Handling (2 Day Delivery):	\$0.00
Contract Price Adjust:	\$0.00
Total:	\$187,500.00

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Jason Fetch	Email: jfetch@esri.com	Phone: 651-454-0600 x2331
--	----------------------------------	-------------------------------------

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

Esri Use Only:

Cust. Name _____
Cust. # _____
PO # _____
Esri Agreement # _____



**SMALL ENTERPRISE AGREEMENT
COUNTY AND MUNICIPALITY GOVERNMENT
(E214-3)**

This Agreement is by and between the organization identified in the Quotation ("**Customer**") and **Environmental Systems Research Institute, Inc. ("Esri")**.

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

**Table A
List of Products**

Uncapped Quantities

Desktop Software and Extensions (Single Use)

ArcGIS Desktop Advanced
ArcGIS Desktop Standard
ArcGIS Desktop Basic
ArcGIS Desktop Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager, ArcGIS Data Reviewer

Enterprise Software and Extensions

ArcGIS Enterprise and Workgroup (Advanced and Standard)
ArcGIS Monitor
ArcGIS Enterprise Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager

Enterprise Additional Capability Servers

ArcGIS Image Server

Developer Tools

ArcGIS Engine
ArcGIS Engine Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Engine Geodatabase Update, ArcGIS Network Analyst, ArcGIS Schematics
ArcGIS Runtime (Standard)
ArcGIS Runtime Analysis Extension

Limited Quantities

One (1) Professional subscription to ArcGIS Developer
Two (2) ArcGIS CityEngine Single Use Licenses
250 ArcGIS Online Viewers
250 ArcGIS Online Creators
37,500 ArcGIS Online Service Credits
250 ArcGIS Enterprise Creators
5 ArcGIS Insights in ArcGIS Enterprise
5 ArcGIS Insights in ArcGIS Online
50 ArcGIS Tracker for ArcGIS Enterprise
50 ArcGIS Tracker for ArcGIS Online
4 ArcGIS Parcel Fabric User Type Extensions (Enterprise)
4 ArcGIS Utility Network User Type Extensions (Enterprise)
4 ArcGIS Trace Network User Type Extensions (Enterprise)

OTHER BENEFITS

Number of Esri User Conference registrations provided annually	4
Number of Tier 1 Help Desk individuals authorized to call Esri	4
Maximum number of sets of backup media, if requested*	2
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement	

*Additional sets of backup media may be purchased for a fee

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("**Ordering Document**"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("**Effective Date**").

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

(Customer)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

CUSTOMER CONTACT INFORMATION

Contact: _____

Telephone: _____

Address: _____

Fax: _____

City, State, Postal Code: _____

E-mail: _____

Country: _____

Quotation Number (if applicable): _____

1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

"Case" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

"Fee" means the fee set forth in the Quotation.

"Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

"Master Agreement" means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at <https://www.esri.com/en-us/legal/terms/full-master-agreement> and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

"Product(s)" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

"Quotation" means the offer letter and quotation provided separately to Customer.

"Technical Support" means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

"Tier 1 Help Desk" means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.

"Tier 2 Support" means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

2.0—ADDITIONAL GRANT OF LICENSE

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

2.2 Consultant Access. Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

3.0—TERM, TERMINATION, AND EXPIRATION

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-

owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 Follow-on Term. If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—PRODUCT UPDATES

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <https://support.esri.com/en/other-resources/product-life-cycle>. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

5.0—MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at <https://www.esri.com/en-us/legal/terms/maintenance>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other

than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to

supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.
5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—ADMINISTRATIVE REQUIREMENTS

7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

8.1 Orders, Delivery, and Deployment

- a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download,

operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.

- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.

- c. Esri's federal ID number is 95-2775-732.

- d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

8.2 Order Requirements. Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

- a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.

- b. The following information will be included in each Ordering Document:

- (1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
- (2) Order number
- (3) Applicable annual payment due

9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

- 9.1** If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.
- 9.2** If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.
- 9.3** This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.

Heath M. Anderson

From: Jenifer S. Huss
Sent: Tuesday, November 1, 2022 10:33 AM
To: Heath M. Anderson
Cc: Monica Stage; Karen Harkness; Mark Lund; Jessica Schneider; Corey J. Popp; Jeri A. Ohman
Subject: RE: ESRI Small Municipal and County Government Enterprise Agreement (SGEA) license renewal

Hi Heath,

The justification makes solid business sense to proceed with ESRI as a sole source provider. ESRI's familiarity and experience with Appleton makes the entire process more efficient and cost effective. No additional information is needed, this is compliant with our policy. I have included Jeri on this response as this request will be sent to the Finance Committee for recommendation.

Thanks,
Jenifer Huss
Purchasing Manager
City of Appleton
920-832-6311

From: Heath M. Anderson <Heath.Anderson@Appleton.org>
Sent: Monday, October 31, 2022 2:17 PM
To: Jenifer S. Huss <Jenifer.Huss@Appleton.org>
Cc: Monica Stage <Monica.Stage@appleton.org>; Karen Harkness <Karen.Harkness@Appleton.org>; Mark Lund <Mark.Lund@Appleton.org>; Jessica Schneider <Jessica.Schneider@Appleton.org>; Corey J. Popp <Corey.Popp@Appleton.org>
Subject: ESRI Small Municipal and County Government Enterprise Agreement (SGEA) license renewal

Hi Jennifer,

I am contacting you for your consideration of our Sole Source contract request for the ESRI Small Municipal and County Government Enterprise Agreement (SGEA) license renewal. ESRI is the only wholistic Geographic Information Systems (GIS) vendor available. Appleton has had a relationship with ESRI, our GIS provider, since May 17th, 2001 when the first record of purchase was noted. For the past 21 years, ESRI has paved the way in spatial data aggregation. This has enabled Appleton GIS Staff to empower city staff and create a more efficient and effective workplace. Appleton's current ArcGIS Enterprise system has components that intertwine in everything the city does, from utility billing to simple feature creation. GIS effects nearly every department.

Other geographic vendors do exist but must be stitched in a way that makes the system bulky, slow and unreliable. This observation originates from a firsthand account where multiple components were used to create a cohesive GIS architecture that still included some ESRI software components. More to the point, shortly after the municipality recognized that this was a not a sustainable procedure and move all of it GIS to ESRI's ArcGIS software.

Moving away from ESRI's ArcGIS Enterprise system would decimate much of the city processes, applications, and city end users. I can confirm that the ArcGIS software is a sole source product, manufactured, sold, and distributed exclusively by ESRI. This sole source purchase should be likened to Appleton's account with Microsoft Suite Products. Microsoft Word has been the standard for documentation for many years, just as ESRI's ArcGIS has pioneered and lead the way in GIS since 1969 when the company was founded.

Attached for your review is our 3-year renewal agreement in the amount of \$187,500.00, and is payable annually at \$62,500.00 each year.

- Year 1 - \$62,500.00
- Year 2 - \$62,500.00
- Year 3 - \$62,500.00

Please see the attached agreement for itemized expense.

This software expense is paid out the IT budget and Director Popp has been part of this process and is copied on this email. Please let us know if you have questions or need additional information. At your direction we would then take this to Finance Committee (since this is paid for by IT) and Council for their consideration.

Best,
Heath

Heath Anderson | GIS Specialist
City of Appleton | Community and Economic Development Department
100 North Appleton Street, Appleton, Wisconsin 54911 | 920-832-3909
heath.anderson@appleton.org | <https://gis.appleton.org>



POLICE DEPARTMENT

222 South Walnut Street • Appleton, WI 54911-5899
(920) 832-5500 • Fax (920) 832-5553
<http://www.appleton.org/police>

To: Alderperson Felton, HR/IT Committee Chairperson
From: Assistant Chief Polly Olson
Date: November 18, 2022
Subject: Action Item

Within the past two months we have had some personnel changes at the front desk of the Appleton Police Department. We currently have five Professional Communication Specialist's (PCS) which is challenging for us to ensure coverage of the front desk at the department because of benefited time off, sickness, or family leave.

In the budget process the decision was made to create two part time employees (PTE) out of one full time employee (FTE). One of these positions is currently filled, and the other will be shortly.

These employees are frequently the first contact someone has with the department, and their duties are complex. It is important they receive the proper training, and with the amount of turnover and the challenges that are present, we are requesting to over hire for the one FTE position to continue to provide the level of service required.

The funds for this over hire would be from the vacancy we carried in the 2022 budget at the front desk with a retirement from April, and from the split of one FTE into two PTE positions in the clerical department. For 2023, the funds would be from expected vacancies or salary reduction with the (FTE) filled at a different rate and the other FTE position moving to two PTE. The estimate is \$4,233 in 2022 and \$4,300 in 2023 = \$8,533 total in budget impact.

Assistant Chief Polly Olson

AN ORDINANCE ADOPTING THE
AMENDMENT TO THE PUBLIC FACILITY
NEEDS ASSESSMENT BY THE CITY OF
APPLETON.

The Common Council of the City of Appleton does ordain as follows:

Section 1: The *Public Facilities Needs Assessment* be amended to incorporate the Comprehensive Outdoor Recreation Plan (“CORP”) and a Fee in Lieu of Dedication Facility Needs Assessment Report completed by Baker Tilly US, LLP to assess the City’s parkland dedication and fee in lieu of parkland dedication requirements.

Section 2: This ordinance shall be in full force and effect from and after its passage and publication.