



City of Appleton

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

Meeting Agenda - Final Common Council

Wednesday, January 18, 2023

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

[23-0001](#) Common Council Meeting Minutes of December 21, 2022

Attachments: [CC Minutes 12-21-22.pdf](#)

G. BUSINESS PRESENTED BY THE MAYOR

[23-0045](#) Proclamations:
- Human Trafficking Awareness Day
- Martin Luther King Jr. Day

Attachments: [Human Trafficking Awareness Proclamation.pdf](#)
[Martin Luther King Jr Day Proclamation.pdf](#)

[23-0046](#) Library Update

H. PUBLIC PARTICIPATION

I. PUBLIC HEARINGS

[22-1491](#) Public Hearing for Floodplain Ordinance Text Amendments: North Edgewood Estates

Attachments: [TA 4-22 Notice of Public Hearing.pdf](#)

[22-1529](#) Public Hearing for Rezoning #5-22 at 1208 N. Oneida Street from C-2 General Commercial District to R-2 Two-Family District.

Attachments: [RZ #5 22 Notice of Public Hearing.pdf](#)

J. SPECIAL RESOLUTIONS

K. ESTABLISH ORDER OF THE DAY

L. COMMITTEE REPORTS

1. MINUTES OF THE MUNICIPAL SERVICES COMMITTEE

[23-0015](#) 2023 Sole Source Purchase Request

Attachments: [2023 Sole Source Purchase Request.pdf](#)

Legislative History

1/9/23 Municipal Services recommended for approval
Committee

[23-0018](#) M-23-2023 Materials Testing Contract

Attachments: [M-23 Contract Award Memo.pdf](#)

Legislative History

1/9/23 Municipal Services recommended for approval
Committee

[23-0043](#) * **Critical Timing*** 2023 Sole Source Purchase Request - Downtown Streetscape Elements

Attachments: [2023 Sole Source Purchase Request.pdf](#)

2. MINUTES OF THE SAFETY AND LICENSING COMMITTEE

[23-0028](#) Resolution Changing the District 12 Polling Place

Attachments: [2023 Resolution Changing District 12 Polling Place.pdf](#)

Legislative History

1/11/23 Safety and Licensing recommended for approval
Committee

[23-0013](#) Class "B" Beer and "Class B" Liquor License application for Appleton Souvenir & Cigar Co, Norman J Kopesky III, Agent, located at 415 W College Ave, contingent upon approval from all departments.

Attachments: [Appleton Souvenir & Cigar.pdf](#)

Legislative History

1/11/23 Safety and Licensing Committee recommended for approval

[23-0020](#) Cigarette License application for Appleton Souvenir & Cigar Co, Norman J Kopecky III, Applicant, located at 415 W College Ave.

Attachments: [Appleton Souvenir & Cigar S&L.pdf](#)

Legislative History

1/11/23 Safety and Licensing Committee recommended for approval

[23-0021](#) Cigarette License application for SK Gas Mart LLC d/b/a Badger Mobil, Satbir Singh, Applicant, located at 1201 N Badger Ave

Attachments: [Badger Mobil S&L.pdf](#)

Legislative History

1/11/23 Safety and Licensing Committee recommended for approval

3. MINUTES OF THE CITY PLAN COMMISSION

[22-1522](#) Request to approve Rezoning #5-22 for the subject parcel located at 1208 N. Oneida Street (Tax Id #31-6-0329-00), including the adjacent one-half (1/2) right-of-way of N. Oneida Street, as shown on the attached maps, from C-2 General Commercial District to R-2 Two-Family District

Attachments: [StaffReport_1208NOneidaSt_Rezoning_For 12-14-22.pdf](#)

Legislative History

12/14/22 City Plan Commission recommended for approval
Proceeds to Council on January 18, 2023.

[22-1526](#) Request to approve Zoning Ordinance Text and Map Amendments to Article X Floodplain Zoning of Chapter 23 of the Municipal Code relating to Section 23-205(b)(2) General provisions; Official maps and revisions; Official maps based on other studies related to LOMR - Case #21-05-2374P, as identified in the attached staff report

Attachments: [StaffReport_AmendFloodplainOrd_NorthEdgewoodEst_LOMR_For12-14-22.pdf](#)

Legislative History

12/14/22 City Plan Commission recommended for approval
Proceeds to Council on January 18, 2023.

4. MINUTES OF THE PARKS AND RECREATION COMMITTEE

5. MINUTES OF THE FINANCE COMMITTEE[23-0027](#)

Request to award contract Unit O-23 Sanitary and Storm Sewer CIPP Lining to Visu-Sewer, Inc. in the amount of \$626,000 with a 9.5% contingency of \$59,933 for a project total not to exceed \$685,933.

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

Legislative History

1/9/23 Finance Committee recommended for approval

6. MINUTES OF THE COMMUNITY AND ECONOMIC DEVELOPMENT COMMITTEE[23-0006](#)

Request to amend the Development Agreement (Phase II) with Merge LLC extending the purchase date from February 16, 2023 to September 29, 2023 for a mixed-use development located on the southeast corner of W. Washington Street and N. Appleton Street (Tax Id #31-2-0272-00) in Tax Increment Financing District No. 11

Attachments: [Merge Ph II DA 1st Amendment Memo to CEDC 1-11-23.pdf](#)

[Request from Merge LLC to Amend Dev Agrm.pdf](#)

[Merge Ph II Recorded Dev Agrm.pdf](#)

Legislative History

1/11/23 Community & Economic Development Committee recommended for approval

[23-0007](#)

Request to approve the Development Agreement with Oshkosh Investment LLC and Lofgren Properties 6 LLC for improvements to the property located at 200 W. College Avenue (Tax Id #31-2-0263-00) (Chase Bank building) in Tax Increment Financing District No. 11

Attachments: [Oshkosh Investment-Lofgren Properties 6 LLC DA Memo to CEDC 1-11-23.pdf](#)

[1046 - Oshkosh-Lofgren - Dev Agrm - 01-04-2023.pdf](#)

Legislative History

1/11/23 Community & Economic Development Committee recommended for approval

7. MINUTES OF THE UTILITIES COMMITTEE[23-0003](#)

Award sole source purchase of Goulds axial flow pump from Crane Engineering in the amount of \$133,876.

Attachments: [Utilities Committee Blended Sludge Pump 12-29-22.pdf](#)

Legislative History

1/10/23 Utilities Committee recommended for approval

[23-0032](#) Award axial flow sludge blending pump impeller repair contract to August Winter and Sons in the amount of \$23,000 with a 15% contingency of \$3,450 for a total not to exceed \$26,450.

Attachments: [230106 Blended Sludge Pump Repair Contract Award Memo.pdf](#)

Legislative History

1/10/23 Utilities Committee recommended for approval

8. MINUTES OF THE HUMAN RESOURCES & INFORMATION TECHNOLOGY COMMITTEE

9. MINUTES OF THE FOX CITIES TRANSIT COMMISSION

10. MINUTES OF THE BOARD OF HEALTH

M. CONSOLIDATED ACTION ITEMS

N. ITEMS HELD

O. ORDINANCES

[23-0042](#) Ordinances #1-23 & #2-23

Attachments: [Ordinances to Council 1-18-23.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

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Meeting Minutes - Final Common Council

Wednesday, December 21, 2022

7:00 PM

Council Chambers

A. CALL TO ORDER

The meeting was called to order by Mayor Woodford at 7:00 p.m.

B. INVOCATION

The Invocation was offered by Alderperson Thao.

C. PLEDGE OF ALLEGIANCE TO THE FLAG

D. ROLL CALL OF ALDERPERSONS

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

Excused: 1 - Alderperson Katie Van Zeeland

E. ROLL CALL OF OFFICERS AND DEPARTMENT HEADS

All Departments were represented.

F. APPROVAL OF PREVIOUS COUNCIL MEETING MINUTES

[22-1627](#)

Common Council Meeting Minutes of December 7, 2022

Attachments: [CC Minutes 12-7-22.pdf](#)

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

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

Excused: 1 - Alderperson Katie Van Zeeland

Abstained: 1 - Mayor Jake Woodford

G. BUSINESS PRESENTED BY THE MAYOR

[22-1618](#) Sustainability Panel Appointments

Attachments: [Sustainability Panel Appointment Memo.pdf](#)

Aldersperson Fenton moved, seconded by Aldersperson Meltzer, that the appointments be approved. Roll Call. Motion carried by the following vote:

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

Nay: 1 - Aldersperson Sheri Hartzheim

Excused: 1 - Aldersperson Katie Van Zeeland

Abstained: 1 - Mayor Jake Woodford

[22-1619](#) Board/Committee Appointments & Reappointments

Attachments: [Miscellaneous Appointments and Reappointments Memo.pdf](#)

Aldersperson Fenton moved, seconded by Aldersperson Croatt, that the appointments/reappointments be approved. Roll Call. Motion carried by the following vote:

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

Excused: 1 - Aldersperson Katie Van Zeeland

Abstained: 1 - Mayor Jake Woodford

[22-1621](#) Certificate of Appreciation for Community & Economic Development Director, Karen Harkness

The certificate was presented.

[22-1620](#) Certificate of Appreciation for Chief of Police, Todd Thomas

The certificate was presented.

[22-1622](#) Library Update

H. PUBLIC PARTICIPATION

There was no one signed up to speak during public participation.

I. PUBLIC HEARINGS

J. SPECIAL RESOLUTIONS

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

(Taken up under Consolidated Action Items)

Attachments: [InitialResolution_AppletonStPacificStOneidaSt_StreetVacation.pdf](#)

This Report Action Item was approved

K. ESTABLISH ORDER OF THE DAY

[22-1564](#) Action Item: Request Approval of Aquatic Fees and Charges Policy

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

Aldersperson Thyssen moved, seconded by Aldersperson Wolff, that the Fees for the Summer Swim Pass be amended for the youth pass resident/annual fees to reflect no increase from the previous fees. Roll Call. Motion carried by the following vote:

Aye: 8 - Aldersperson William Siebers, Aldersperson Vered Meltzer, Aldersperson Israel Del Toro, Aldersperson Denise Fenton, Aldersperson Maiyoua Thao, Aldersperson Joss Thyssen, Aldersperson Alex Schultz and Aldersperson Nate Wolff

Nay: 6 - Aldersperson Brad Firkus, Aldersperson Vaya Jones, Aldersperson Kristin Alfheim, Aldersperson Sheri Hartzheim, Aldersperson Christopher Croatt and Aldersperson Chad Doran

Excused: 1 - Aldersperson Katie Van Zeeland

Abstained: 1 - Mayor Jake Woodford

Alderson Thyssen moved, seconded by Alderson Schultz, that Section D. of the Policy be amended to read: Summer passes purchased after the first Thursday in June will be charged the regular rate.

Roll Call. Motion carried by the following vote:

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

Excused: 1 - Alderson Katie Van Zeeland

Abstained: 1 - Mayor Jake Woodford

Alderson Hartzheim moved, seconded by Alderson Croatt, that the Policy be approved as amended. Roll Call. Motion carried by the following vote:

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

Nay: 1 - Alderson Vaya Jones

Excused: 1 - Alderson Katie Van Zeeland

Abstained: 1 - Mayor Jake Woodford

[22-1576](#)

Resolution #12-R-22 Elimination of Council Parking Passes

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

Alderson Firkus moved, seconded by Alderson Wolff, that the Resolution be amended at the Therefore It Be Resolved to read: Any money for unused 2023 parking permits from alders who choose not to take a parking pass for 2023 be added to the Police Department's budget to aid officers in assisting homeless persons with challenges caused by winter weather and related community safety expenses. The amount to be transferred will be equal to the full twelve month costs of parking passes from any even-numbered district's alderperson or any odd-numbered district's alderperson if that person is running for re-election unopposed, plus the costs of four months of parking passes for any other alder who chooses not to accept a parking pass in 2023. The funds will be made available to the Police Department after the first week of January 2023.

Roll Call. Motion carried by the following vote:

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

Nay: 1 - Alderperson Sheri Hartzheim

Excused: 1 - Alderperson Katie Van Zeeland

Abstained: 1 - Mayor Jake Woodford

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

Aye: 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 Vaya Jones, Alderperson Kristin Alfheim, Alderperson Nate Wolff, Alderperson Sheri Hartzheim, Alderperson Christopher Croatt and Alderperson Chad Doran

Excused: 1 - Alderperson Katie Van Zeeland

Abstained: 1 - Mayor Jake Woodford

[22-1518](#)

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

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

Alderperson Hartzheim moved, seconded by Alderperson Croatt, that the funding request be approved. Roll Call. Motion carried by the following vote:

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

Excused: 1 - Alderperson Katie Van Zeeland

Abstained: 1 - Mayor Jake Woodford

[22-1553](#)

Environmental Health Fee Schedule Proposal

Attachments: [2022.12.14_EHFeeScheduleMemo_a.docx](#)
[2023_EHFeeSchedule.pdf](#)

Alderperson Firkus moved, seconded by Alderperson Fenton, that the Environmental Fee Schedule be approved. Roll Call. Motion carried by the following vote:

Aye: 11 - Alderperson Vered Meltzer, Alderperson Brad Firkus, Alderperson Israel Del Toro, Alderperson Denise Fenton, Alderperson Maiyoua Thao, Alderperson Joss Thyssen, Alderperson Vaya Jones, Alderperson Kristin Alfheim, Alderperson Sheri Hartzheim, Alderperson Christopher Croatt and Alderperson Chad Doran

Nay: 3 - Alderperson William Siebers, Alderperson Alex Schultz and Alderperson Nate Wolff

Excused: 1 - Alderperson Katie Van Zeeland

Abstained: 1 - Mayor Jake Woodford

L. COMMITTEE REPORTS

Balance of the action items on the agenda.

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

Aye: 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 Vaya Jones, Alderperson Kristin Alfheim, Alderperson Nate Wolff, Alderperson Sheri Hartzheim, Alderperson Christopher Croatt and Alderperson Chad Doran

Excused: 1 - Alderperson Katie Van Zeeland

Abstained: 1 - Mayor Jake Woodford

1. MINUTES OF THE MUNICIPAL SERVICES COMMITTEE

[22-1540](#)

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

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

This Report Action Item was approved

[22-1541](#)

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

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

This Report Action Item was approved.

[22-1542](#)

Request from Pfefferle Management Companies for a permanent street occupancy permit for a construction dumpster on Superior Street (Meter #197) for a period ending on January 31, 2023.

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

This Report Action Item was approved.

[22-1575](#)

Request from Westwood for a street occupancy permit for a groundwater monitoring well to be placed in EB E Franklin Street (50' east of the N Oneida St and E Franklin St intersection) through December 31, 2023.

Attachments: [Proposed Boring Locations.pdf](#)

This Report Action Item was approved.

[22-1582](#)

Approve Master Professional Services Agreement with Westwood Professional Services, Inc. through December 31, 2027. Scope of services and compensation for professional services under this master agreement are subject to future committee and Council approval. (A copy of the proposed agreement will be distributed prior to the meeting).

Attachments: [17-1039 - Westwood MSA 2023-2027.pdf](#)

This Report Action Item was approved.

[22-1601](#)

Approve partial street vacations at the intersection of Appleton Street/Pacific Street/Oneida Street as shown on Exhibit "A".

Attachments: [Exhibit A - Appleton-Pacific-Oneida Partial Street Vacations.pdf](#)

This Report Action Item was approved.

2. MINUTES OF THE SAFETY AND LICENSING COMMITTEE

[22-1586](#)

Request to purchase a UTV.

Attachments: [11-30-22 EMS Flex Grant UTV Quotes.pdf](#)

This Report Action Item was approved.

[22-1493](#)

Class "B" Beer and "Class C" Wine License application for The Jerk Joint LLC d/b/a The Jerk Joint, Fay V Oliver, Agent, located at 1619 W College Ave Suite D, contingent upon approval from the Finance, Health and Inspections departments.

Attachments: [The Jerk Joint.pdf](#)

This Report Action Item was approved.

[22-1505](#)

Class "B" Beer and "Class B" Liquor License application for Richmond Bar and Grill LLC d/b/a Richmond Bar, Tiffani Daul, Agent, located at 2611 N Richmond St, contingent upon approval from the Health, Inspections and Police departments.

Attachments: [Richmond Bar.pdf](#)

This Report Action Item was approved.

[22-1506](#)

Cigarette License application for Richmond Bar and Grill LLC d/b/a Richmond Bar, located at 2611 N Richmond St.

Attachments: [Richmond Bar and Grill LLC S&L.pdf](#)

This Report Action Item was approved.

[22-1516](#)

Class "A" Beer and "Class A" Liquor License application for SK Gas Mart LLC d/b/a Badger Mobil, Satbir Singh, Agent, located at 1201 N Badger Ave, contingent upon approval from the Health and Inspections departments.

Attachments: [Badger Mobil - Singh.pdf](#)

This Report Action Item was approved.

[22-1528](#)

"Class A" Liquor License application for Sayash LLC d/b/a Wisconsin Ave Marathon, Yam Lamichhane, Agent, located at 1920 E Wisconsin Ave, contingent upon approval from the Fire, Health, Inspections and Police departments.

Attachments: [Wisconsin Ave Marathon.pdf](#)

This Report Action Item was approved.

[22-1544](#)

2023 Secondhand Article, Secondhand Jewelry and Pawnbroker License renewal applications, contingent upon approval from all departments.

Attachments: [2023 Renewals.pdf](#)

This Report Action Item was approved.

[22-1555](#)

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

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

This Report Action Item was approved.

3. MINUTES OF THE CITY PLAN COMMISSION

[22-1524](#)

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

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

This Report Action Item was approved.

[22-1527](#)

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

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

This Report Action Item was approved.

4. MINUTES OF THE PARKS AND RECREATION COMMITTEE

[22-1532](#)

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

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

This Report Action Item was approved.

[22-1551](#)

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

Attachments: [Memo-2023 Reid Rates Policy.docx](#)
[Reid Rate Policy 2023 Draft.docx](#)
[Reid Rate Policy 2023 REDLINE Draft.pdf](#)

This Report Action Item was approved.

[22-1563](#)

Action Item: Request Approval of Military Family Support Policy

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

This Report Action Item was approved.

[22-1567](#)

Action Item: Request Approval of Aquatic Special Event Policy

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

This Report Action Item was approved.

[22-1571](#)

Action Item: Request Approval of Pool Rental, Reservation, and General Use Policy

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

This Report Action Item was approved.

5. MINUTES OF THE FINANCE COMMITTEE

[22-1590](#)

Request to approve resolution to terminate Tax Incremental District #6.

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

This Report Action Item was approved.

[22-1591](#)

Request to award the AWWTP H & J-Building HVAC Upgrades Project contract to Great Lakes Mechanical, Inc. in the amount of \$232,000 with a 12% contingency of \$27,840 for a project total not to exceed \$259,840.

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

This Report Action Item was approved.

[22-1592](#)

Request to approve a sole source contract to McMahon for bidding and construction related services needed to complete the 2023 Wastewater Hardscapes Improvement Project, for a contract fee of \$36,000 and a 10% contingency of \$3,600 for a project total not exceed \$39,600.

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

This Report Action Item was approved.

[22-1593](#)

Request to award Unit Z-23 Watermain Reconstruction to Kruczek Construction Inc. in the amount of \$2,919,000 with a 5.1% contingency of \$150,000 for a project total not to exceed \$3,069,000.

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

This Report Action Item was approved.

[22-1594](#)

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

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

This Report Action Item was approved.

[22-1595](#)

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

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

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

This Report Action Item was approved.

6. MINUTES OF THE COMMUNITY AND ECONOMIC DEVELOPMENT COMMITTEE[22-1624](#)

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

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

This Report Action Item was approved.

[22-1554](#)

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

Attachments: [Eagle Ridge DA Memo 12-14-22.pdf](#)
[0994 - Eagle Ridge - Dev Agrm - 12.09.2022.pdf](#)

This Report Action Item was approved.

7. MINUTES OF THE UTILITIES COMMITTEE[22-1534](#)

Award 2023A Stormwater Consulting Services Contract for 2023 Stormwater Management Plan Reviews to Brown and Caldwell in an amount not to exceed \$35,000.

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

This Report Action Item was approved.

[22-1535](#)

Award of 2023B Stormwater Consulting Services Contract for 2023 Stormwater Management Plan Reviews to raSmith in an amount not to exceed \$35,000.

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

This Report Action Item was approved.

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

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

This Report Action Item was approved.

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

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

This Report Action Item was approved.

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

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

This Report Action Item was approved.

8. MINUTES OF THE HUMAN RESOURCES & INFORMATION TECHNOLOGY COMMITTEE

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

Attachments: [2022 Request for Axon Evidence Storage.pdf](#)
[Axon Quote.pdf](#)
[2022 Excess Fund Balance Memo.pdf](#)
[Email Sole Source Police Evidence Storage.pdf](#)

This Report Action Item was approved.

9. MINUTES OF THE FOX CITIES TRANSIT COMMISSION

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

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

This Report Action Item was approved.

[22-1561](#)

Approve Sole Source Contract for IMEG Corporation for Professional Services

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

This Report Action Item was approved.

[22-1562](#)

Approve the Intermunicipal Agreement with Outagamie County for Specialized Transportation Services for 2023, Contingent on Outagamie County Approval

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

This Report Action Item was approved.

[22-1565](#)

Approve the Intermunicipal Agreement with Winnebago County for Specialized Transportation Services for 2023, Contingent on Winnebago County Approval

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

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

This Report Action Item was approved.

[22-1566](#)

Approve the Intermunicipal Agreement with Calumet County for Specialized Transportation Services for 2023, Contingent on Calumet County Approval

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

This Report Action Item was approved.

[22-1568](#)

Approve the Intermunicipal Agreement with the City of Neenah and the Village of Fox Crossing for the Northern Winnebago Dial-A-Ride Service for 2023, Contingent on City of Neenah and the Village of Fox Crossing Approval

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

This Report Action Item was approved.

10. MINUTES OF THE BOARD OF HEALTH

M. CONSOLIDATED ACTION ITEMS

[22-1625](#)

Appleton/Pacific/Oneida Street Vacation Consolidated Action

Items

Item 22-1601 *Municipal Services Committee*

Item 22-1524 *City Plan Commission*

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

Alderson Hartzheim moved, seconded by Alderson Fenton, that the Street Vacation Consolidated Action Items be approved. Roll Call. Motion carried by the following vote:

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

Excused: 1 - Alderson Katie Van Zeeland

Abstained: 1 - Mayor Jake Woodford

N. ITEMS HELD

O. ORDINANCES

P. LICENSE APPLICATIONS AND COMMUNICATIONS REFERRED TO COMMITTEES OF JURISDICTION

Q. RESOLUTIONS SUBMITTED BY ALDERPERSONS REFERRED TO COMMITTEES OF JURISDICTION

R. OTHER COUNCIL BUSINESS

[22-1617](#)

Update on the Outagamie County Landfill Siting Agreement.

Attorney Behrens presented the update on the Landfill Agreement.

S. ADJOURN

Alderson Hartzheim moved, seconded by Alderson Alfheim, that the meeting be adjourned at 8:23 p.m. Roll Call. Motion carried by the following vote:

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

Excused: 1 - Alderperson Katie Van Zeeland

Abstained: 1 - Mayor Jake Woodford

Kami Lynch, City Clerk

PROCLAMATION



Office of the Mayor

WHEREAS, human trafficking is a form of modern slavery that occurs across the country, wherein victims are forced to work in various forms of exploitative labor including commercial sex acts and other services that are induced through force, fraud, or coercion; and

WHEREAS, due to its isolated and discrete nature, many people are unaware that trafficking exists in their communities; and

WHEREAS, according to the International Labor Organization there are 40.3 million victims of human trafficking globally, and in the United States, our youngest populations are most vulnerable to exploitation; and

WHEREAS, the City of Appleton is committed to fighting human trafficking through investigation, apprehension, and prosecution and is working diligently to bring awareness to the fact that human trafficking occurs closer to home than we might think; and

WHEREAS, Human Trafficking Awareness Day is an opportunity to recognize the critical role we all play in prevention of these violent crimes.

NOW, THEREFORE, BE IT RESOLVED, THAT I, JACOB A. WOODFORD, Mayor of the City of Appleton, Wisconsin, do hereby proclaim January 11, 2023 as

Human Trafficking Awareness Day

in Appleton and encourage residents to increase awareness about identification of human trafficking along with becoming familiar with resources and services that can help decrease the number of future victims.

Signed and sealed this 3rd day of January 2023.



JACOB A. WOODFORD
MAYOR OF APPLETON

PROCLAMATION



Office of the Mayor

WHEREAS, Reverend Dr. Martin Luther King, Jr. devoted his life to advancing equality, social justice, and opportunity for all, and challenged all citizens to participate in the work of building a more perfect union; and

WHEREAS, Dr. King said that everyone can be great because everyone can serve, and encouraged all Americans to serve their neighborhoods and communities; and

WHEREAS, in 1994, Congress initiated the King Holiday and Service Act, designated as a National Day of Volunteer Service; and, therefore, hundreds of Appleton residents will spend the 2023 King Holiday performing community service; and

WHEREAS, the 2023 Martin Luther King, Jr. Day is a time for the people of Appleton to recognize Dr. King's teachings on advancing equality and opportunity for all by contributing their own time and talents in a Day of Service; and

WHEREAS, although volunteerism may take various forms, small and large non-profit organizations, educational institutions, and businesses across the community have organized projects for students and residents to engage in service to honor the legacy and vision of Dr. King.

NOW, THEREFORE, BE IT RESOLVED, THAT I, JACOB A. WOODFORD, Mayor of the City of Appleton, Wisconsin, do hereby proclaim January 16, 2023 as

Martin Luther King, Jr. Day

in Appleton and encourage residents to honor the memory of Dr. King and put his teachings into action by taking part in volunteer service for the benefit of our community and neighborhoods.

Signed and sealed this 3rd day of January 2023.



JACOB A. WOODFORD
MAYOR OF APPLETON

NOTICE OF PUBLIC HEARING
OF THE
APPLETON COMMON COUNCIL

NOTICE IS HEREBY GIVEN of a Public Hearing to be held before the Appleton Common Council in Common Council Chambers, 6th Floor, City Hall, 100 North Appleton Street, on Wednesday, January 18, 2023 at 7:00 P.M., or as soon thereafter as can be heard, for the purpose of amending Article X of Chapter 23 of the Municipal Code relating to Floodplain Zoning that is required by state and federal law.

The City of Appleton is considering amending Article X. Floodplain Zoning Division 1. Statutory Authorization, Finding of Fact, Statement of Purpose, Title and General Provisions. Sec. 23-205 (b) (2) Official maps based on other studies related to LOMR – Case #21-05-2374P.

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.

A copy of the proposed map amendment and text amendment to Chapter 23 of the Zoning Ordinance is available in the Appleton Community and Economic Development Department or the Office of the City Clerk from 8:00 a.m. until 4:30 p.m., Monday through Friday.

A copy of the proposed Floodplain Zoning Ordinance amendment materials are available by contacting Pete Neuberger, P.E., Project Engineer in the Department of Public Works at 920-832-6474 or by email at peter.neuberger@appleton.org or by contacting Don Harp, Principal Planner in the Community and Economic Development Department at 920-832-6466 or by email at don.harp@appleton.org.

KAMI LYNCH
CITY CLERK

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

NOTICE OF PUBLIC HEARING

#5-22

RE: Proposed Zone Change

A public hearing will be held in the Council Chambers, City Hall, Appleton, Wisconsin, on Wednesday, January 18, 2023, at 7:00 P.M., or as soon thereafter as can be heard, to consider the following proposed zone change:

Rezoning #5-22: The applicant, Jim Fletcher, is requesting to rezone Property Tax Id #31-6-0329-00 located at 1208 North Oneida Street, including the adjacent one-half (1/2) right-of-way, as shown on the attached maps, from C-2 General Commercial District to R-2 Two-Family District.

Purpose of the Request: The applicant states: “The property is an older house currently set up with a kitchen, bath, 2 bedrooms and living area on the first floor and 2nd floor. We request rezoning back to R-2 in order to make repairs and renovate the property to a modern, affordable rent, 2 unit property. The property accommodates parking for 2 units and we feel this would have a positive economical impact for the city.”

Legal Description:

DAVID KIMBALLS ADDN 6W D N60FT OF LOT 5 BLK 19 LESS DOC #1873750 FOR R/W, CITY OF APPLETON, OUTAGAMIE COUNTY, WISCONSIN AND INCLUDING TO THE MIDPOINT OF THE ADJACENT RIGHT-OF-WAY. TAX ID NUMBER 31-6-0329-00.

December 27, 2022

RUN: January 3, 2023
January 10, 2023

KAMI LYNCH
City Clerk



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

To: Municipal Services Committee
From: Michael Hardy, Assistant City Traffic Engineer
Date: January 5, 2023
Re: 2023 Sole Source Purchase Request – Various Traffic Equipment & Technologies
CC: Jenifer Huss, City Purchasing Manager

This sole source purchase request is reassessed and presented annually as required by the City Procurement Policy. It was last approved for calendar year 2022.

Background:

Traffic Signal and Control Equipment

Within the traffic signal control industry, there is a tremendous amount of proprietary functionality and limited interoperability. The number of vendors servicing traffic signal equipment is also very limited. For example, Traffic and Parking Control Company, Inc. (TAPCO), located in Elm Grove, Wisconsin, is the exclusive vendor in Wisconsin for Siemens signal cabinet and control equipment, which the City of Appleton uses. TAPCO is also the exclusive state vendor for Eberle Design Inc. (EDI) cabinet equipment, Iteris video detection systems, and other support equipment used in traffic signal control systems. Because TAPCO is designated as the exclusive rights vendor in the state by these manufacturers, they have exclusive knowledge for set-up, testing and servicing, beyond that which the City is capable of performing. There are other vendors in nearby states that carry these product lines, but their manufacturer-vendor relationships do not allow overlap with each other. Thus, the City cannot, for example, do business with Brown Traffic Products, Inc., which is TAPCO's equivalent in Illinois and Minnesota.

The next closest vendor that provides comparable products and services is a company called Traffic Control Corporation (TCC), with service currently provided out of Illinois and Minnesota. TCC's exclusive manufacturer-vendor relationship is very similar to TAPCO, with cabinets and control systems manufactured by both Econolite and Reno Traffic Products. Also, because TCC is the exclusive vendor for these product lines, they have exclusive knowledge for set-up, testing and servicing.

Due to the above circumstances, it is common in the traffic industry that complete traffic signal control assemblies are sole-source purchased as complete, functional systems. Another unfortunate reality is that each manufacturer's equipment has its own proprietary firmware and controls, which makes it nearly impossible to competitively procure comparable equipment. In this situation, TAPCO or TCC will assemble the cabinet, controller, vehicle detection equipment and any other integrated equipment, and perform functional testing prior to shipment and installation. The advantage to this approach is it helps manage compatibility issues and puts responsibility on the sole source vendor to assure complete functionality of the system. The disadvantage is that procured equipment is not competitively bid in a formal process. The other common application in the traffic industry is that specifications are written to accept only one manufacturer's products. This gives the illusion of being competitive, but often only one vendor can meet the required specifications. There has been some implementation of equipment from both TAPCO and TCC, but the experiences are limited, along with the success stories. Here too, the City would need to stock significant additional equipment due to limited experience with compatibilities and functionality.

The good news is there are standards making gradual progress in the traffic control industry. The National Electrical Manufacturer's Association (NEMA) has developed standards that provide requirements for equipment interoperability. For example, the City has accepted NEMA, TS2, Type 1 specification for our traffic signal control cabinets. This provides control over how the cabinets are configured and how the control equipment is connected and integrated into the control functionality. The National Transportation Communications for Intelligent Transportation Systems (ITS) Protocol (NTCIP) is the next level of standards under development at the federal level, intended to limit the proprietary firmware and controls in the traffic industry.

In 2019, the northeast region of Wisconsin DOT (WisDOT) made a complete transition from Siemens to Econolite traffic signal controllers and traffic management software. Over the last several years, WisDOT began accepting Econolite products at the request of other DOT regions. As they became more familiar with the Econolite product and software, it became more and more favored by State traffic engineers due to their increased functionality and reliability. The City has started to take notice of Econolite with our more recent frustrations with Siemens control software and their seeming lack of effort to address their shortcomings in a timely manner. Our office is in the process of discussions with Traffic Control Corporation to learn more about the Econolite controller and software. We intend to conduct reference checks with their clients who recently transitioned from Siemens to Econolite to learn more. For this reason, we are adding Econolite controllers and software to the sole source purchase list.

Traffic Signal Preventative Maintenance

Preventative maintenance is another item that is currently sole sourced. A key component in preventative maintenance is performing a diagnostic test on a device called the Malfunction Management Unit (MMU). Performing this service annually is common practice in the traffic signal industry to discourage legal action against the City for negligence if a signal malfunction is the suspected cause in a traffic incident. To date, the City has decided it is not in our best interest to perform this testing on our own. To replicate this service the City would have to purchase expensive test equipment, software and training. The current sole source vendor, TAPCO, has strong familiarity with our equipment since they are exclusive rights vendor in the state by the MMU manufacturer the City currently uses. Having considered this, we feel this is a reasonable cost and the best decision for the City at this time.

Decorative Street Lighting Equipment

Recent experiences have prompted the addition of decorative street lighting equipment to this sole source request. Specific items that apply are decorative lighting components involving steel poles, concrete poles, arms and fixtures. One large contributing factor is the City has standardized on a specific appearance and quality using Stresscrete, King and Visco brands products for applications across the City, most notably College Avenue and Wisconsin Avenue. While there are other decorative brands on the market simulating a comparable look, the quality of these off-brands has been much lower, leading to increased maintenance costs and decreased life. When bidding this equipment in the past, we have specified a specific product or approved equal. To meet the City purchasing policy, we have been competitively bidding these decorative lighting brands through the electrical supply chains. It is our opinion, while this looks competitive and meets the spirit of the purchasing policy, it actually amounts to a mark-up on a product we ultimately know we are going to purchase. Having considered the above, we feel sole source offers the best value of the City's time and resources.

In 2017, we added a new pole, arm and fixture line in conjunction with the new Fox Cities Exposition Center (FCEC). The architect and project team of the FCEC has selected a unique lighting assembly to match the look and appeal of the building. We are adding this to the sole source list as we feel this will be a similar situation to the other decorative lighting equipment.

In 2018, we added another pole, arm and fixture line in conjunction with the Parks, Recreation, Facilities & Grounds expansion of trail lighting throughout the City. DPW is installing trail facilities with several upcoming projects, and will match the unique lighting assembly already selected for the trail system throughout the City. We are adding this to the sole source list as we feel this will be a similar situation to the other decorative lighting equipment.

In 2022, we add another pole, arm, and fixture line (K595 & K820 Series) for the City's central business district streets. These were product selected in the City's recently completed Downtown Streetscape Design Guide. We are adding this to the sole source list as we feel this will be a similar situation to the other decorative lighting equipment.

LED Street Lighting

Recent experiences have prompted the addition of LED street lighting equipment to this sole source request. Specific items that apply are both standard and decorative LED street lighting fixtures. In 2010, the City authored a specification and released a bid to replace standard fixtures with LED fixture in the central business district. That experience evaluated products from eight (8) different manufacturers. As a result of that experience, we have identified products from Cooper and Philips as the preferred fixtures for future applications. To comply with the City's purchasing policy in future purchases, we would have to competitively bid these two brands thru the electrical supply chains. In our opinion, while this appears competitive and meets the spirit of the purchasing policy, it really amounts to a mark-up on a product we ultimately know we are going to purchase. We have established a relationship with the manufacturers and have been advised we can purchase from them directly. Where these two products are competitive with each other, we would be able to compare costs direct from the manufacturers which would meet the competitive spirit of the policy. However, three products would be needed to satisfy the policy as written. Having considered the above discussion, we feel a sole source exception offers the best value of the City's time and resources.

Camera & Video Encoders

When the traffic camera program began its deployment in 2010, Pelco brand pan-tilt-zoom cameras were procured in accordance with City Policy, where at least three quotes were received. In light of the switch to Avigilon video management software by the City in 2013 and the increase in failures of recent Pelco brand cameras, the Traffic Section has transitioned to both AXIS and Avigilon brand cameras. Avigilon cameras can be purchased in accordance with City Policy as they are readily available through multiple suppliers. However, Lappen Security is a local vender certified to provide technical support with Avigilon projects. For this reason, they are being added to the sole source purchase list. Axis brand cameras can also be purchased in accordance with City Policy as they are readily available through multiply suppliers. However, in 2019 the City established a positive relationship with a local Axis supplier named Hunter Security. They are serving in a unique support role with integrating Axis into the City's Avigilon video management software. They are a certified, high ranking dealer for Axis brand cameras and, as such, are able to offer the maximum discount permitted by the manufacturer. Their support has proven to be valuable resource to the City. For this reason, they are being added to the sole source purchase list.

In early 2022, with our needs extending beyond Lappen Security's capabilities, we have expanded our relationship and support with other vendors across the country. We are now able to obtain a minimum of three quotes for Avigilon procurements.

School Zone Flashers

In 2014 the City procured a new school flasher control system. Criteria specified in that procurement was the ability for remote access to set the flasher schedules and troubleshoot in case of maintenance. The product is called DirecTime, which has its own proprietary web enabled service for remote access. The DirecTime product, installed at all school zone flashers across the City, is exclusively manufactured by Traffic and Parking Control Company, Inc. (TAPCO). In the event additional locations or replacement units are necessary, it is in our opinion that sole sourcing the DirecTime product line is the best value of the City's time and resources.

Summary:

The City Traffic Section continues to pursue equipment and services to help improve competition in our purchases. We often have alternative vendors bring us equipment to familiarize with and test for compatibility. When we evaluate comparable products, we try to take a holistic approach, considering additional software, training, stocking, etc. We also stay in touch routinely with our counterparts in the traffic industry, like WisDOT, City of Green Bay, and Milwaukee County to help evaluate pricing when and where sole sourcing is performed. This, too, helps communicate between agencies on acceptance of alternative products. We also pursue alternative procurement options when available through the WisDOT procurement contract. Where equipment

is consistent with WisDOT procurement contracts, a price match is pursued.

The following is the Traffic Section's current list of equipment and services we feel it is in the City's best interest to sole source for procurement:

Traffic Signal and Control Equipment

Signal Controller and Control Software:

- Siemens (TAPCO)
- Econolite (TTC)

Signal Control Cabinets:

- Mobotrex (TAPCO)
- Econolite (TTC)

Signal Control Malfunction Management Unit:

- Eberle Design, Inc. (TAPCO)
- Reno A & E (TTC)

Loop Detector Amplifiers:

- Eberle Design, Inc. (TAPCO)
- Reno A & E (TTC)

Video Detection Systems

- Iteris, Inc. (TAPCO)
- Econolite (TTC)

Radar Detection Systems

- MS Sedco / Intersector. (TAPCO)
- Wavetronix (TTC)
- Iteris, Inc. (TAPCO)

Preemption:

- GTT (TTC)

Wireless Radio Communications:

- Encom Wireless (TAPCO)

Control Cabinet Integration Set-up and Testing:

- TAPCO
- TTC

Radar Speed Signs

- Information Display Company
- TAPCO

Traffic Signal Preventative Maintenance

Traffic Signal Preventative Maintenance:

- TAPCO

Decorative Street Lighting Equipment

Concrete Poles & Arms

- Stresscrete / King Luminaire (Visual Impact Lighting, LLC)

Steel Poles & Arms

- Visco (Commercial Lighting)
- Spring City (Visual Impact Lighting, LLC)
- Structura Inc.
- Candela Series (Spectrum Lighting)

LED Fixtures

- Stresscrete / King Luminaire (Visual Impact Lighting, LLC)
- Beacon Viper
- Candela Series (Spectrum Lighting)
- Gardco

Conventional LED Street Lighting

LED Street Light Fixtures

- Philips (Spectrum Lighting, TAPCO)
- Cooper Lighting (Enterprise Lighting, TAPCO)

Traffic Cameras

- Avigilon
- Axis (Hunter Security)

Warning Flashers & RRFB

School Zone Flasher & RRFB Controls

- (TAPCO)

ALPR Traffic Cameras

- Genetec (Systems Technologies)

Department of Public Works – Engineering Division

MEMO

TO: Municipal Services Committee

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

DATE: January 4, 2023

RE: Award of 2023 Materials Testing Contract (M-23) to Westwood Infrastructure, Inc. in an amount not to exceed \$100,000.

The Department of Public Works recommends award of the 2023 Materials Testing Contract to Westwood Infrastructure, Inc. in an amount not to exceed \$100,000.

In January 2019 a Request for Proposals (RFP) was sent to five (5) consulting firms and three (3) proposals were received. The Request for Proposals specifically stated: *“With satisfactory performance by the selected consultant services may be negotiated with the selected consultant and approved by the Common Council on a yearly basis for an additional 4 years.”* Based on the continued quality of work during 2022, staff recommends awarding the 2023 contract as the fifth year of the approval.

Work under this contract includes the following:

- Material testing for concrete, asphalt, and soils,
- Contaminated material response, analysis, and permitting,
- Emergency response to illicit discharges,
- Styrene testing for cast in place pipe (CIPP),
- Performing environmental investigations,
- Performing geotechnical investigations

Although cost data was received as part of the proposal, the actual work needed during the year is truly unknown. Funding for this work is included in each individual budget (concrete, asphalt, sidewalk, sanitary, storm and water). Expenditures will be for services actually performed and may be less than the awarded amount. A contract amendment will be brought to committee if additional funding is necessary.



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

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

To: Municipal Services Committee
From: Eric Lom, P.E., City Traffic Engineer
Date: January 11, 2023
Re: 2023 Sole Source Purchase Request – Downtown Streetscape Elements
Critical Timing

As a part of the A-23 roadway reconstruction contract, multiple streets in the City's central business district will be reconstructed in 2023. The approved designs for these roadways incorporate specific decorative streetscape elements (benches, tree grates, refuse containers and bicycle racks) that were specified in the *Downtown Streetscape Design Guide* that was approved by the Common Council in 2021.

In order to comply with the *Downtown Streetscape Design Guide* and the City's Procurement Policy, we request the ability to sole source the following items as noted:

1. Street Benches: Canterbury Designs
2. Tree Grates: Neenah Foundry (NEI)
3. Refuse Containers: Canterbury Designs
4. Bicycle Racks: Dero

CITY OF APPLETON
RESOLUTION

**Resolution declaring polling places in the City of Appleton pursuant to
Wis. Stat. § 5.25**

WHEREAS, City of Appleton Aldermanic District 12 is comprised of Wards 35, 36, 37 & 52 and;

WHEREAS, the current polling place for District 12, St. John United Church of Christ has relocated and sold their building and;

WHEREAS, it is in the best interest of the City of Appleton to change the District 12 polling place to a facility that is amenable to adequately accommodate voters and Election Day operations;

NOW THEREFORE BE IT RESOLVED that the City of Appleton District 12 Polling place be changed to **Saint Pius X Catholic Church, 500 W Marquette St, Appleton, WI 54911** effective beginning with the February 21st, 2023 Spring Primary Election.

Adopted: _____

Published: _____

Jacob A. Woodford, Mayor

Kami Lynch, City Clerk

FYI - click mouse in "for the license period beginning" field to begin and tab throughout. Use mouse to check appropriate boxes, spacebar or enter.

Save Print

Original Alcohol Beverage Retail License Application

(Submit to municipal clerk.) 07/01/2022 06/30/2023
 For the license period beginning ~~07/01/2022~~ ending: ~~06/30/2023~~
(mm dd yyyy) (mm dd yyyy)

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

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

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

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

Name (individual / partners give last name, first, middle; corporations / limited liability companies give registered name)
Appleton Souvenir + Cigar Co

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

President / Member Last Name <u>Kopesky III</u>	(First) <u>Norman</u>	(Middle Name) <u>John</u>	Home Address (Street, City or Post Office, & Zip Code) <u>741 Woodfield Rd Neenah, WI 54956</u>
Vice President / Member Last Name <u>Habela</u>	(First) <u>Wesley</u>	(Middle Name) <u>Gene</u>	Home Address (Street, City or Post Office, & Zip Code) <u>528 Ryan Rd Roseville MN 55113</u>
Secretary / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code) <u>TAKE W</u>
Treasurer / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Agent Last Name <u>Kopesky III</u>	(First) <u>Norman</u>	(Middle Name) <u>J</u>	Home Address (Street, City or Post Office, & Zip Code) <u>741 Woodfield Rd. Neenah, WI 54956</u>
Director / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

1. Trade Name Appleton Souvenir + Cigar Co. Business Phone Number 920 830 8349
 2. Address of Premises 415 W College Ave Post Office & Zip Code 54911

3. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.)
415 W. College Ave. First Floor + 2nd floor For service + consumption. Basement for storage only. Sq Ft. approx. 2000.

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

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

6. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? **If yes, explain** Yes No
Need to complete Responsible Beverage Course
7. Is the applicant an employe or agent of, or acting on behalf of anyone except the named applicant? Yes No
If yes, explain.
8. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? **If yes, explain** Yes No
9. (a) **Corporate/limited liability company applicants only:** Insert state WI and date 12/23/2002 of registration.
- (b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? **If yes, explain** Yes No
- (c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? **If yes, explain.** Yes No
10. Does the applicant understand they must register as a Retail Beverage Alcohol Dealer with the federal government, Alcohol and Tobacco Tax and Trade Bureau (TTB) by filing (TTB form 5630.5d) before beginning business? [phone 1-877-882-3277] Yes No
11. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776] Yes No
12. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? Yes No

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

Contact Person's Name (Last, First, M.I.) <u>Kopesky III Norman J</u>	Title/Member <u>President</u>	Date <u>12/18/22</u>
Signature <u>N. Kopesky III</u>	Phone Number <u>[REDACTED]</u>	Email Address <u>[REDACTED]@gmail.com</u>

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <u>12-19-22</u>	Date reported to council / board	Date provisional license issued	Signature of Clerk / Deputy Clerk
Date license granted	Date license issued	License number issued	



City of Appleton

Alcohol License Questionnaire

1. Name of Applicant: Norman J. Kopesky III

2. Name of Business: Appleton Souvenirs + Cigar Inc.
 (Check Applicable Box(s) to identify primary business activity)

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

3. Address of Business: 4115 W College Ave Appleton, WI 54911

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

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

<u>Norman</u>	<u>J</u>	<u>Kopesky III</u>	●	●	●	●
First name	M.I.	Last name	Date of Birth			
<u>Wesley</u>	<u>G</u>	<u>Kalula</u>	●	●	●	●
First name	M.I.	Last name	Date of Birth			
First name	M.I.	Last name	Date of Birth			
First name	M.I.	Last name	Date of Birth			

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

Name: Robert J Zima
 First name Middle Initial Last name

Address: 1625 Canary Lane Green Bay WI 54304
 City State ZIP

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

Name: Appleton Souvenir + Cigar Inc

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

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

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

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

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

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

Ongoing months ago.

10. Seating capacity: Inside _____ Outside _____

11. Operating hours (Inside the building): 11am 10pm Mon-Sat
Operating hours (Outdoor seating areas): N/A

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

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

a. Gross floor building area of the premises to be licensed: 2000 square feet.

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

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

The First + second Floor are available for
the consumption of Alcohol, the First Floor is
the only area where alcohol is sold,
Basement is for storage only

M. Kyjtu
Signature

12/18/22
Date

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

Submit to municipal clerk.

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

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

The undersigned duly authorized officer/member/manager of Appleton Souvenir + Cigar Co.
(Registered Name of Corporation / Organization or Limited Liability Company)

a corporation/organization or limited liability company making application for an alcohol beverage license for a premises known as Appleton Souvenir + Cigar Co
(Trade Name)

located at 415 W College Ave Appleton, WI 54911

appoints Norm Kopesky III
(Name of Appointed Agent)
741 Woodfield Rd Neenah, WI 54956
(Home Address of Appointed Agent)

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

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

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

How long immediately prior to making this application has the applicant agent resided continuously in Wisconsin? 25 yrs

Place of residence last year 724 Main St Neenah, WI 54956

For: Appleton Souvenir + Cigar Inc.
(Name of Corporation / Organization / Limited Liability Company)

By: N. Kopesky III
(Signature of Officer / Member / Manager)

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

ACCEPTANCE BY AGENT

I, Norm Kopesky III, hereby accept this appointment as agent for the
(Print / Type Agent's Name)

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

N. Kopesky III 12/14/22 Agent's age 39
(Signature of Agent) (Date)
741 Woodfield Rd Neenah, WI 54956 Date of birth 03/03/83
(Home Address of Agent)

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

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

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

Application for Cigarette and Tobacco Products Retail License

Submit to municipal clerk.

MUNICIPAL USE ONLY

License Number
Period Covered
Date of Issuance

Applicant's Wisconsin 15-digit Sales Tax Account Number
 [Redacted]

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

Legal Name (corporation, limited liability company, partnership or sole proprietorship) Appleton Souvenir & Cigar Inc		Federal Employer Identification No. (FEIN) [Redacted]	
Trade or Business Name (if different than Legal Name)		Telephone Number [Redacted]	
Business Address (License Location) 415 W College Ave		Business Located In <input checked="" type="checkbox"/> City <input type="checkbox"/> Village <input type="checkbox"/> Town	
Municipality Appleton	State WI	Zip Code 54911	Business Telephone (920) 8308349
Mailing Address (if different than Business Address)		County Outagamie	
		Municipality	State Zip Code

Organization (check one)

Sole Proprietor Wisconsin Corporation – Enter date incorporated: 12/23/2002
 Partnership Out-of-State Corporation – Are you registered to do business in Wisconsin? Yes No
 Other (describe) _____

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

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

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

[Signature]
(Officer of Corporation / Member / Manager of Limited Liability Company / Partner / Individual)

Applicable Laws and Rules

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

Application for Cigarette and Tobacco Products Retail License

MUNICIPAL USE ONLY

Submit to municipal clerk.

License Number
Period Covered
Date of Issuance

Applicant's Wisconsin 15-digit Sales Tax Account Number
 [REDACTED]

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

Legal Name (corporation, limited liability company, partnership or sole proprietorship) SK GAS MART LLC		Federal Employer Identification No. (FEIN) [REDACTED]
Trade or Business Name (if different than Legal Name) BADGER MOBIL		Telephone Number () [REDACTED]
Business Address (License Location) 1201 N Badger Ave	Business Located In <input checked="" type="checkbox"/> City <input type="checkbox"/> Village <input type="checkbox"/> Town	Business Telephone ()
Municipality APPLETON	State WI	Zip Code 54914
Mailing Address (if different than Business Address)		County Outagamie
Municipality		State WI
		Zip Code 54915

Organization (check one)

Sole Proprietor Wisconsin Corporation – Enter date incorporated: 11/1/2022

Partnership Out-of-State Corporation – Are you registered to do business in Wisconsin? Yes No

Other (describe) _____

- Yes No 1. Does the applicant understand that they must purchase cigarettes only from distributors or jobbers who hold a permit with the Wisconsin Department of Revenue?
- Yes No 2. Does the applicant understand that they must obtain a Tobacco Products Distributor permit if purchasing untaxed tobacco products from an out-of-state company? (Tobacco Products Distributor permit is available from the Wisconsin Department of Revenue at 608-266-6701. See application form CTP-129, revenue.wi.gov/forms/excise/ctp-129.pdf.)
- Yes No 3. Does the applicant understand that they cannot purchase/exchange cigarettes or tobacco products from another retailer, including transferring existing stock to a new owner?
- Yes No 4. Does the applicant understand that they must provide employees with tobacco sales training approved by the Wisconsin Department of Health Services? (<https://witobaccocheck.org>)
- Yes No 5. Does the applicant understand that they may not sell, give or otherwise provide cigarettes/tobacco products and nicotine products to minors (including electronic cigarettes containing nicotine)?
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Cigarettes / Tobacco will be sold over counter through vending machine both

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Sathir Singh
 (Officer of Corporation / Member / Manager of Limited Liability Company / Partner / Individual)



REPORT TO CITY PLAN COMMISSION

Plan Commission Informal Hearing Meeting Date: December 14, 2022

Common Council Public Hearing Meeting Date: January 18, 2023

Item: Rezoning #5-22 – 1208 North Oneida Street from C-2 General Commercial District to R-2 Two-family District

Case Manager: Don Harp, Principal Planner

GENERAL INFORMATION

Owner: Little Angel Child Care, Inc.

Applicant: Jim Fletcher, RE/MAX 24/7 Commercial Real Estate c/o Reed Asset Management, LLC

Address/Parcel: 1208 North Oneida Street (Tax Id #31-6-0329-00)

Petitioner's Request: "The property is an older house currently set up with a kitchen, bath, 2 bedrooms and living area on the first floor and 2nd floor. We request rezoning back to R-2 in order to make repairs and renovate the property to a modern, affordable rent, 2 unit property. The property accommodates parking for 2 units and we feel this would have a positive economical impact for the city."

BACKGROUND

The building was originally constructed as an upper/lower two-family dwelling in 1898 per City Assessor records.

Rezoning #25-85 was approved by the Common Council on August 2, 1985 to rezone the property from C-3 Wisconsin Avenue District to C-2 General Commercial District. The purpose of the rezoning was to allow the first floor dwelling unit to be converted into a retail space. Subsequently, the second floor apartment continued to be rented, but no City permits were applied for to convert the first floor dwelling unit into a retail space.

Building Permit B89-#0753 was approved by the Inspection Division on August 1, 1989 to allow the first floor dwelling unit to be remodeled and used as a commercial day care facility "Little Angel Child Care". The second floor apartment continued to be occupied. Pursuant to the C-2 zoning district standards, the commercial day care facility was considered the principal use of the property, and the second floor dwelling unit was considered an accessory use of the property.

Little Angel Child Care was licensed and certified by the Wisconsin Department of Health Services Department (2003 data) to provide child care services up to 16 children per license number 1006495 for Little Angel Child Care Inc. This child day care facility is not currently in operation.

The applicant proposes to change the 1st floor commercial space back to a residential dwelling unit, while maintaining the 2nd floor dwelling unit. The applicant applied for variances in anticipation of submitting this rezoning request. The Board of Zoning Appeals approved variances for the front yard setback and

minimum lot width standards listed in the R-2 Two-family District on October 17, 2022. The variances were needed in order for the building and lot width to comply with the R-2 Two-family District minimum development standards as stated in Section 23-95(g)(1)f. and g. of the Zoning Ordinance.

STAFF ANALYSIS

Existing Site Conditions: Currently, the parcel is developed with a two-story building, detached garage and a paved driveway used for off-street parking.

Surrounding Zoning Classification and Land Uses: A variety of uses can be found in this area of the City, including retail, restaurant and service type business, and residential (single/two family) uses.

North: C-2 General Commercial District. The adjacent land use to the north is currently a restaurant.

South: R-2 Two-Family District. The adjacent land use to the south is currently an upper/lower two-family dwelling.

East: R-1C Central City Residential District. The adjacent land use to the east is currently single-family residential.

West: R-2 Two-Family District. The adjacent land use to the west is currently an upper/lower two-family dwelling.

Proposed Zoning Classification: The R-2 District is intended to provide for and maintain residential areas characterized by single-family detached and two-family dwelling units. Increased densities and the introduction of two-family housing types are intended to provide for greater housing options for owners and renters while maintaining the basic qualities of a moderately dense residential neighborhood. The development standards for the R-2 District are listed below:

- 1) **Minimum lot area:** 7,000 square feet (two-story duplex).
- 2) **Maximum lot coverage:** 60%.
- 3) **Minimum lot width:** 70 feet. *Variance approved, 60.11 feet.
- 4) **Minimum front yard:** 20 feet. *Variance approved, 18.7 feet.
- 5) **Minimum rear yard:** 25 feet.
- 6) **Minimum side yard:** 6 feet.
- 7) **Maximum building height:** 35 feet.

Zoning Ordinance Review Criteria: A rezoning is often triggered by development proposals or changing circumstances in the City. In this case, the request is being made to allow the applicant to change the use from 1st floor commercial to a residential dwelling unit. As a result, the building would be classified as an upper/lower two-family dwelling unit after all applicable municipal codes have been satisfied. If the rezoning request is approved, the R-2 District zoning regulations, variance approvals and other applicable sections of the Zoning Ordinance would apply to the subject site.

Appleton Comprehensive Plan 2010-2030: The City of Appleton 2010-2030 Comprehensive Future Land Use Map identifies the subject site and block as future mixed use. The proposed rezoning is consistent with the following goals and objectives of the *Comprehensive Plan 2010-2030* and the residential mixed-use designation pursuant to Chapter 15 Wisconsin Avenue Corridor Plan.

Goal 1 – Community Growth

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

Goal 3 – Housing Quality, Variety, and Affordability

Appleton will provide a variety of rental and ownership housing choices in a range of prices affordable to community residents, and ensure that existing housing is adequately maintained in terms of physical quality and market viability.

OBJECTIVE 5.1: Continue efforts to ensure an adequate supply of housing affordable to all income levels in the community.

OBJECTIVE 5.3 Housing and Neighborhoods:

Provide a range of housing options that meet the needs and appeal to all segments of the community and allows residents to age in place.

Policy 5.3.3 Plan for a supply of developable land suitable for residential development.

OBJECTIVE 10.1 Land Use:

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

OBJECTIVE 10.4 Land Use:

Plan for compact, efficient, and fiscally responsible growth of residential, commercial, and industrial development in new neighborhoods in order to implement the principles of smart growth.

Policy 10.4.1 Continue to guide residential growth to locations either contiguous to or within presently urbanized areas. As peripheral development occurs, it should be at a compact, urban density to ensure new neighborhoods can be efficiently served by public infrastructure.

Chapter 15: Wisconsin Avenue Corridor Plan:

Residential Mixed-Use - As with the pedestrian-oriented commercial category, areas identified for residential mixed-use may contain both commercial and residential uses. Here, however, residential uses should dominate. Buildings may be entirely residential, or incorporate a lesser area of commercial space. The intent of this district is to help to concentrate commercial activity into other areas, where it may cluster and create beneficial relationships between neighboring businesses. The area designated as residential mixed-use is thought to include parts of the Wisconsin Avenue corridor where the demand for commercial space is not very strong. High-density residential uses in these areas can offer property owners the opportunity to profitably redevelop their land and create additional households to support commercial businesses in the corridor.

College North Neighborhood Plan – Chapter 4: Market Study 2020-2030: The average annual housing need is about 301 units per the market study. The change of use from 1st floor commercial to a

residential dwelling unit helps to meet the demand for housing in Appleton as specified in the market study.

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

- a. Prior to making a recommendation on a proposed rezoning, the Plan Commission shall make a finding to determine if the following conditions exist. No rezoning of land shall be approved prior to finding at least one of the following:
 1. The request for a zone change is in conformance with the Comprehensive Plan for the City of Appleton. *The rezoning request is in conformance with the Comprehensive Plan 2010-2030 goals and objectives stated above and Chapter 15 Wisconsin Avenue Corridor Plan which identifies this area for residential mixed-use.*
 2. A study submitted by the applicant that indicates that there has been an increase in the demand for land in the requested zoning district, and as a result, the supply of land within the City mapped as such on the Official Zoning Map is inadequate to meet the demands for such development. *The City of Appleton's College North Neighborhood Plan – Chapter 4: Market Study 2020-2030 indicates an average of 301 housing units is needed annually.*
 3. Proposed amendments cannot be accommodated by sites already zoned in the City due to lack of transportation, utilities or other development constraints, or the market to be served by the proposed use cannot be effectively served by the location of the existing zoning district(s).
 4. There is an error in the code text or zoning map as enacted.
- b. In addition to the findings required to be made by subsection (a), findings shall be made by the Plan Commission on each of the following matters based on the evidence presented:
 1. The adequacy of public facilities such as transportation, utilities and other required public services to serve the proposed site. *The subject area is served by existing infrastructure, and the transportation network should be able to accommodate the proposed rezoning.*
 2. The effect of the proposed rezoning on surrounding uses. *A variety of uses can be found in the area of the City, including retail, restaurant and service business, and residential (single/two family) uses. The proposed rezoning would allow the owner to obtain the necessary building permits to change the use of the 1st floor from a day care facility to a residential dwelling unit and will allow the building to be classified as an upper/lower two-family dwelling unit. Therefore, the proposed rezoning request is unlikely to create adverse impacts in the surrounding neighborhood.*

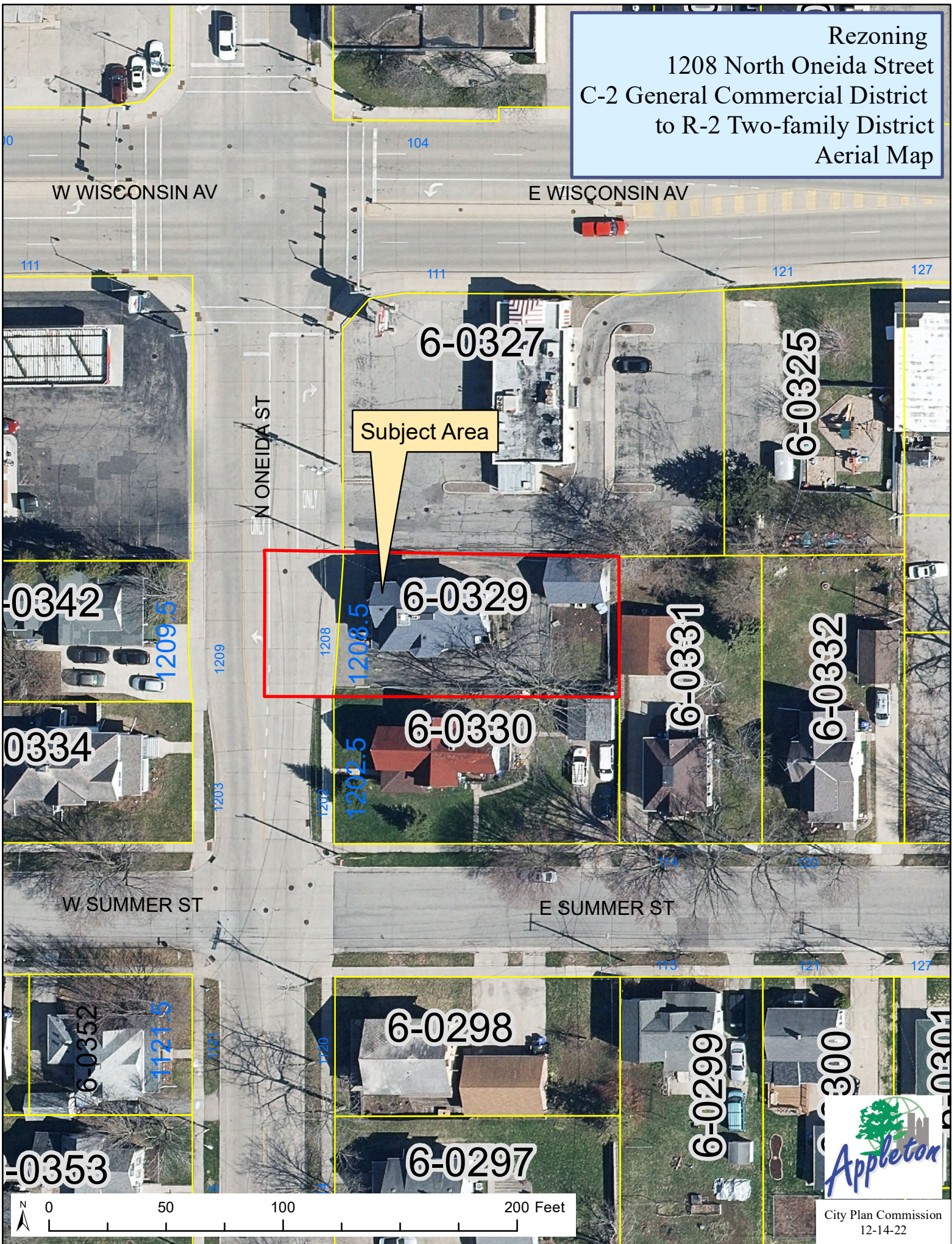
Review Criteria: Based upon the above analysis, it would appear the criteria established by Section 23-65(d)(3) Zoning Amendments has been satisfied.

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

RECOMMENDATION

Staff recommends, based upon the standards for zoning map amendments as required by Section 23-65(d)(3) of the Zoning Ordinance, that Rezoning Application #5-22 to rezone the subject parcel located at 1208 North Oneida Street (Tax Id #31-6-0329-00) from C-2 General Commercial District to R-2 Two-family District, including the adjacent one-half (1/2) right-of-way of North Oneida Street, as shown on the attached map, **BE APPROVED**.

Rezoning
 1208 North Oneida Street
 C-2 General Commercial District
 to R-2 Two-family District
 Aerial Map



Subject Area

6-0327

6-0325

6-0342

6-0329

6-0331

6-0332

6-0334

6-0330

W SUMMER ST

E SUMMER ST

6-0298

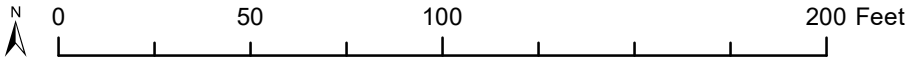
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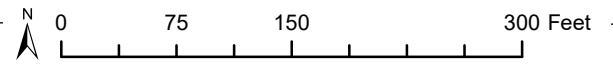
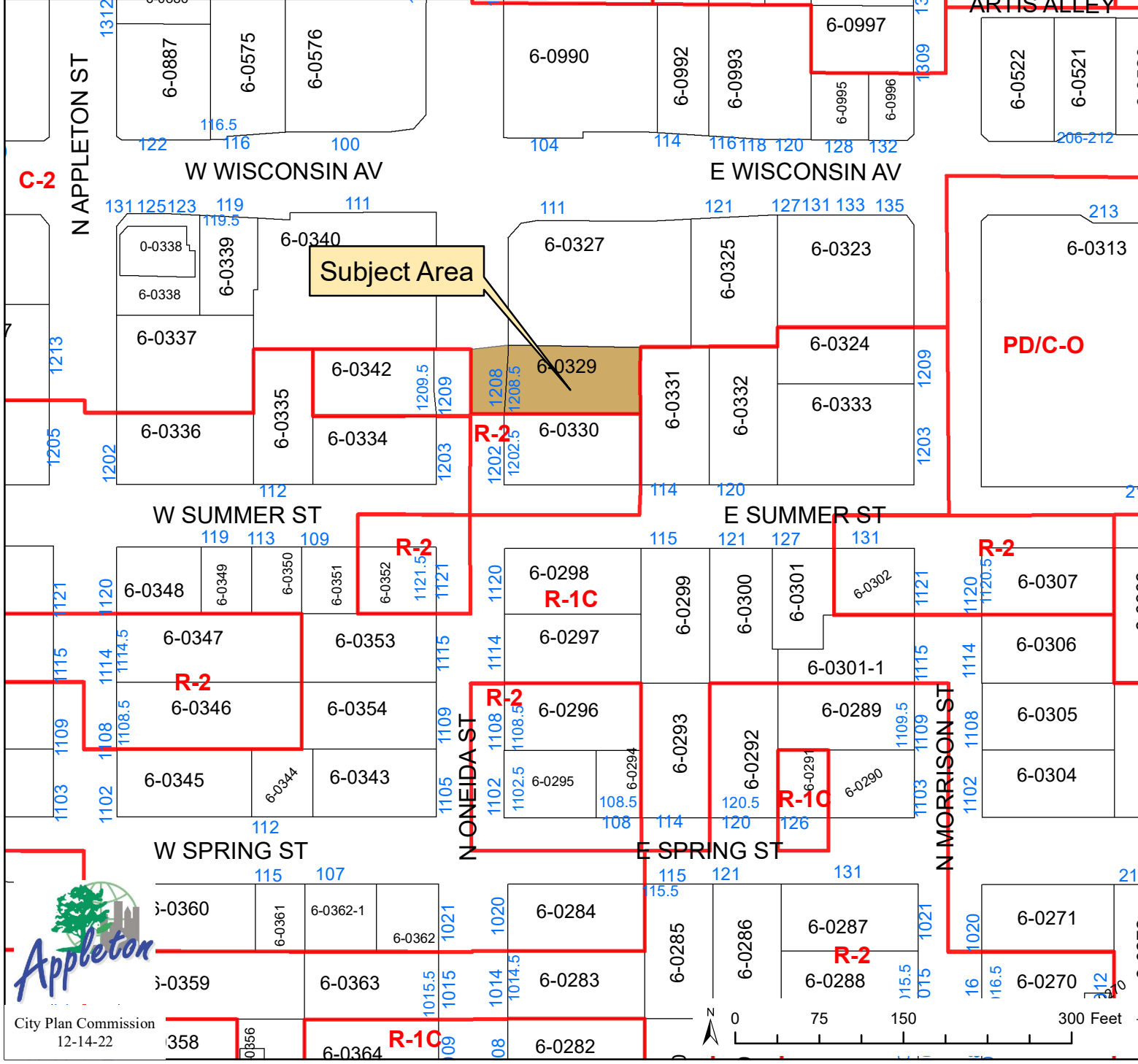
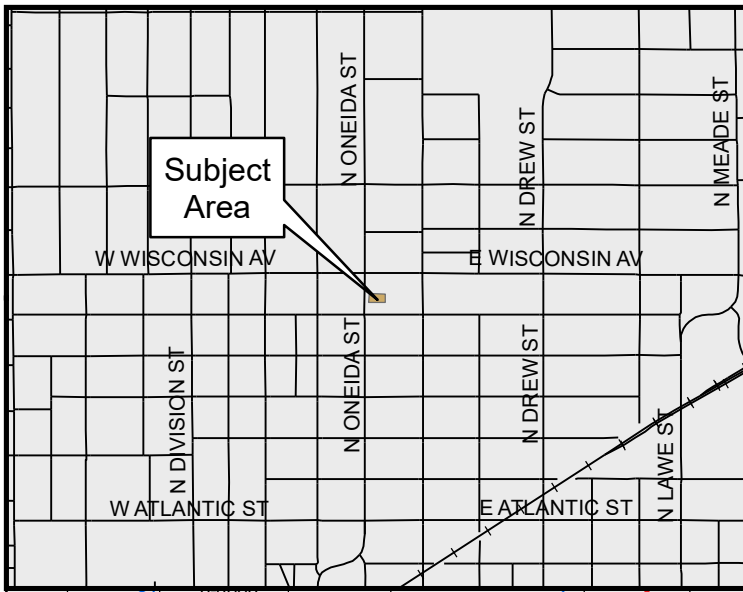
6-0301

6-0353

6-0297



Rezoning
 1208 North Oneida Street
 C-2 General Commercial District
 to R-2 Two-family District
 Zoning Map



LEGAL DESCRIPTION OF 1208 N. ONEIDA STREET

DAVID KIMBALLS ADDN 6W D N60FT OF LOT 5 BLK 19 LESS DOC #1873750 FOR R/W, CITY OF APPLETON, OUTAGAMIE COUNTY, WISCONSIN AND INCLUDING TO THE MIDPOINT OF THE ADJACENT RIGHT-OF-WAY. TAX ID NUMBER 31-6-0329-00.



REPORT TO CITY PLAN COMMISSION

Plan Commission Informal Public Hearing Date: December 14, 2022

Common Council Public Hearing Date: January 18, 2023

Item: Floodplain Zoning Amendment - Article X. Floodplain Zoning Division 1. Statutory Authorization, Finding of Fact, Statement of Purpose, Title and General Provisions. Sec. 23-205 (b) (2) f. thru i. Official maps based on other studies related to LOMR – Case No. 21-05-2374P

Staff Contact: Peter Neuberger, P.E., Department of Public Works, Engineering Division

Report Prepared by: Don Harp, Principal Planner

GENERAL INFORMATION

Staff Contact/Petitioner: Peter Neuberger, P.E., Department of Public Works, Engineering Division

LOMR Case No. 21-05-2374P

Affected Parcels: 31-1-7608-00, 31-1-7608-37 thru 45, 31-1-7608-47, 31-1-7610-01, 31-1-7610-02, 31-1-7610-24, 31-1-7610-30, 31-1-7610-31, and 31-1-7612-20 thru 27.

Petitioner's Request: Floodplain Zoning Amendment - Article X. Floodplain Zoning Division 1. Statutory Authorization, Finding of Fact, Statement of Purpose, Title and General Provisions. Sec. 23-205 (b) (2) f. thru i. Official maps based on other studies related to LOMR – Case No. 21-05-2374P

BACKGROUND/ANALYSIS

On July 13, 2022, the Department of Public Works, Engineering Division sent letters to the property owners who own property within the subject area pursuant to Letter of Map Revision (LOMR) Case No. 21-05-2374P.

On September 16, 2022, the City received notification from the Federal Emergency Management Agency (FEMA) that Flood Insurance Rate Map (FIRM) Panel No. 55087C0328D for Outagamie County (see attached) was revised and will go into effect January 27, 2023 by Letter of Map Revision (LOMR). The revisions to this panel were based on additional study performed by Davel Engineering and Environmental, Inc. "Davel" for the incorporated areas in the City of Appleton along Apple Creek Northeast. Davel's Letter of Map Revision (LOMR) revises the FIRM to reflect North Edgewood Estates, a residential subdivision consisting of approximately 45 single-family home sites and accessory structures along Apple Creek Northeast.

Floodplain Zoning Amendment Chapter 23 Zoning Ordinance
December 14, 2022
Page 2

The LOMR area is located from a point approximately 330 feet downstream (southeast) of French Road to a point approximately 3,140 feet downstream (southeast) of French Road. As a result of the LOMR, the regulatory floodway will widen and narrow at various locations within the area of revision.

The LOMR will also result in:

1. Increases and decreases in the 1-percent-annual-chance water-surface elevations, with increases ranging from 0 feet to 0.35 feet, and decreases ranging from 0 feet to 0.20 feet, and
2. Widening and narrowing of the 1-percent-annual-chance floodplain.

Technical Review Group (TRG) Report: This item appeared on the October 18, 2022 TRG agenda. No negative comments were received from participating departments.

RECOMMENDATION

Pending public comments, staff recommends the proposed amendments to Article X Floodplain Zoning of Chapter 23 of the Municipal Code, Section 23-205 (b) (2) f. thru i. Official maps based on other studies, as attached, **BE APPROVED**.

PROPOSED ZONING ORDINANCE TEXT AMENDMENTS

The text recommended to be added is underlined. The text recommended to be deleted is ~~strikethrough~~.

ARTICLE X. FLOODPLAIN ZONING

DIVISION 1. STATUTORY AUTHORIZATION, FINDING OF FACT, STATEMENT OF PURPOSE, TITLE AND GENERAL PROVISIONS.

Sec. 23-205. General provisions.

(b) *Official maps and revisions.* The boundaries of all floodplain districts are designated as A, AE, AH, AO or A1-30 on the maps based on the Flood Insurance Study (FIS) listed below. Any change to the base flood elevations (BFE) or any changes to the boundaries of the floodplain or floodway in the FIS or on the Flood Insurance Rate Map (FIRM) must be reviewed and approved by the DNR and FEMA through the Letter of Map Change process (see Division 8 *Amendments*) before it is effective. No changes to RFE's on non-FEMA maps shall be effective until approved by the DNR. These maps and revisions are on file in the office of the Department of Public Works, City of Appleton. If more than one map or revision is referenced, the most restrictive information shall apply.

(2) *Official maps based on other studies.* Any maps referenced in this section must be approved by the DNR and be more restrictive than those based on the FIS at the site of the proposed development.

- a. LOMR – Case #11-05-7670P, Floodway and Floodplain revisions between Flood Insurance Study (FIS) Cross Section AW to BA, Outagamie County Flood Insurance Rate Map (FIRM) panels 55087C0318D and 55087C0319D, dated July 22, 2010. This reflects changes on the Fox River from just downstream of the Private Middle Dam to approximately 250 feet upstream of the Appleton Upper Dam.
- b. LOMR – Case #13-05-7920P, Floodplain revisions between Flood Insurance Study (FIS) Cross Section AN to AM, Outagamie County Flood Insurance Rate panels 55087C0319D, dated July 22, 2010. This reflects changes along the south side of the Fox River from the College Avenue Bridge to approximately 850 feet downstream.
- c. LOMR – Case #17-05-1963P. Floodplain revisions on Outagamie County Flood Insurance Study (FIS) AAL Tributary Cross Section C, Outagamie County Flood Insurance Rate Map (FIRM) panel 55087C0336D, effective September 29, 2017. This reflects changes along the AAL Tributary from just downstream of Lightning Drive to approximately 200 feet upstream of East Glenhurst Lane.
- d. LOMR – Case #17-05-3854P. Floodplain revisions to Outagamie County Flood Insurance Study (FIS) Fox River Cross Section AS through AW, Outagamie County Flood Insurance Rate Map (FIRM) panel 55087C0319D, effective February 16, 2018. This reflects changes along the Fox River from just upstream of railroad to just downstream of South Oneida Street.
- e. LOMR – Case #20-05-2300P. Floodplain revisions to Outagamie County Flood Insurance Study (FIS) Apple Creek North Cross Section H through J, Outagamie County Flood Insurance Rate Map (FIRM) panel 55087C0328D, effective July 22, 2010. This reflects changes along Apple Creek North from approximately 1,440 feet downstream of Harrier Lance to approximately 160 feet downstream of Ballard Road.

- f. LOMR – Case #21-05-2374P. Floodplain revisions to Outagamie County Flood Insurance Study (FIS) Apple Creek Northeast Cross Section H through I, Outagamie County Flood Insurance Rate Map (FIRM) panel 55087C0328D, effective January 27, 2023. This reflects changes along Apple Creek Northeast from approximately 700 feet downstream of Rubyred Drive to approximately 350 feet downstream of French Road.
- ~~f.~~ g. CLOMR – Case #21-05-3029R. Floodplain revisions to Outagamie County Flood Insurance Study (FIS) AAL Tributary from just upstream of East Glenhurst Lane to approximately 500 feet upstream of Everbreeze Circle, Outagamie County Flood Insurance Rate Map (FIRM) panel 55087C0336D, effective November 1, 2021.
- ~~g.~~ h. Kensington Pond Dam Failure analysis approved by the Department of Natural Resources on January 7, 2008, including:
1. Map dated July 2007 and titled “Figure 2, City of Appleton, Kensington Pond Dam Break Analysis, Hydraulic Shadow” (Hydraulic Shadow boundary from Cross Section 0.001 to 4.84).
 2. Floodway data table dated 8/28/2007 and titled “Table F-10, Maximum Water Surface Elevations, Kensington Pond Dam Break Analysis, City of Appleton”.
 3. Flood profiles dated 7/10/2007 and titled “Figure 3, Maximum Water Surface Profiles” (Hydraulic Shadow profile from Garners Creek Sta 0 to Sta 25000). Revisions made as a result of DNR review and received from Pete Neuberger via email 2/23/2021.
- ~~g.~~ i. Outagamie County Flood Storage District Map Panel 1 of 2 approved by Wisconsin Department of Natural Resources and dated January 20, 2016. Prepared by DNR, approved by DNR.



Federal Emergency Management Agency

Washington, D.C. 20472

September 16, 2022

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

The Honorable Jake Woodford
Mayor, City of Appleton
100 North Appleton Street
Appleton, WI 54911

IN REPLY REFER TO:

Case No.: 21-05-2374P
Follows Conditional
Case No.: 19-05-10161R
Community Name: City of Appleton, WI
Community No.: 555542
Effective Date of
This Revision: **January 27, 2023**

Dear Mayor Woodford:

The Flood Insurance Study Report and Flood Insurance Rate Map for your community have been revised by this Letter of Map Revision (LOMR). Please use the enclosed annotated map panels revised by this LOMR for floodplain management purposes and for all flood insurance policies and renewals issued in your community.

Additional documents are enclosed which provide information regarding this LOMR. Please see the List of Enclosures below to determine which documents are included. Other attachments specific to this request may be included as referenced in the Determination Document. If you have any questions regarding floodplain management regulations for your community or the National Flood Insurance Program (NFIP) in general, please contact the Consultation Coordination Officer for your community. If you have any technical questions regarding this LOMR, please contact the Director, Mitigation Division of the Department of Homeland Security's Federal Emergency Management Agency (FEMA) in Chicago, Illinois, at (312) 408-5500, or the FEMA Mapping and Insurance eXchange toll free at 1-877-336-2627 (1-877-FEMA MAP). Additional information about the NFIP is available on our website at <https://www.fema.gov/flood-insurance>.

Sincerely,

Patrick "Rick" F. Sacbabit, P.E., Branch Chief
Engineering Services Branch
Federal Insurance and Mitigation Administration

List of Enclosures:

Letter of Map Revision Determination Document
Annotated Flood Insurance Rate Map
Annotated Flood Insurance Study Report

cc: Executive Thomas M. Nelson
Outagamie County, County Administration Building

Paula Vandehey
Director of Public Works
City of Appleton

Steve Swanson
Zoning Administrator
Outagamie County

Brian Cunningham
Wisconsin Department of Natural Resources
State NFIP Coordinator

Mitchell D. Bauer, P.E.
Project Engineer
Davel Engineering & Environmental, Inc.

Follows Conditional Case No.: 19-05-0161R



Federal Emergency Management Agency

Washington, D.C. 20472

LETTER OF MAP REVISION DETERMINATION DOCUMENT

COMMUNITY AND REVISION INFORMATION		PROJECT DESCRIPTION	BASIS OF REQUEST
COMMUNITY	City of Appleton Outagamie County Wisconsin	BRIDGE FILL	FLOODWAY 1D HYDRAULIC ANALYSIS UPDATED TOPOGRAPHIC DATA
	COMMUNITY NO.: 555542		
IDENTIFIER	North Edgewood Estates	APPROXIMATE LATITUDE & LONGITUDE: 44.321, -88.349 SOURCE: Other DATUM: NAD 83	
ANNOTATED MAPPING ENCLOSURES		ANNOTATED STUDY ENCLOSURES	
TYPE: FIRM* NO.: 55087C0328D DATE: July 22, 2010		DATE OF EFFECTIVE FLOOD INSURANCE STUDY: January 20, 2016 PROFILE: 14P FLOODWAY DATA TABLE: 11	

Enclosures reflect changes to flooding sources affected by this revision.
* FIRM - Flood Insurance Rate Map

FLOODING SOURCE(S) & REVISED REACH(ES)

Apple Creek Northeast - From approximately 700 feet downstream of Rubyred Drive to approximately 350 feet downstream of N. French Road.

SUMMARY OF REVISIONS

Flooding Source	Effective Flooding	Revised Flooding	Increases	Decreases
Apple Creek Northeast	BFEs*	BFEs	YES	YES
	Zone AE	Zone AE	YES	YES
	Zone X (shaded)	Zone X (shaded)	YES	YES
	Floodway	Floodway	YES	YES

* BFEs - Base (1-percent-annual-chance) Flood Elevations

DETERMINATION

This document provides the determination from the Department of Homeland Security's Federal Emergency Management Agency (FEMA) regarding a request for a Letter of Map Revision (LOMR) for the area described above. Using the information submitted, we have determined that a revision to the flood hazards depicted in the Flood Insurance Study (FIS) report and/or National Flood Insurance Program (NFIP) map is warranted. This document revises the effective NFIP map, as indicated in the attached documentation. Please use the enclosed annotated map panels revised by this LOMR for floodplain management purposes and for all flood insurance policies and renewals in your community.

This determination is based on the flood data presently available. The enclosed documents provide additional information regarding this determination. If you have any questions about this document, please contact the FEMA Mapping and Insurance eXchange toll free at 1-877-336-2627 (1-877-FEMA MAP) or by letter addressed to the LOMC Clearinghouse, 3601 Eisenhower Avenue, Suite 500, Alexandria, VA 22304-6426. Additional Information about the NFIP is available on our website at <https://www.fema.gov/flood-insurance>.


 Patrick "Rick" F. Sacbbit, P.E., Branch Chief
 Engineering Services Branch
 Federal Insurance and Mitigation Administration

21-05-2374P

102-I-A-C



Federal Emergency Management Agency
Washington, D.C. 20472

**LETTER OF MAP REVISION
DETERMINATION DOCUMENT (CONTINUED)**

OTHER COMMUNITIES AFFECTED BY THIS REVISION

CID Number: 550302 **Name:** Unincorporated Areas of Outagamie County, Wisconsin

AFFECTED MAP PANELS

AFFECTED PORTIONS OF THE FLOOD INSURANCE STUDY REPORT

TYPE: FIRM* NO.: 55087C0328D DATE: July 22, 2010

DATE OF EFFECTIVE FLOOD INSURANCE STUDY: January 20, 2016

PROFILE(S): 14P
FLOODWAY DATA TABLE: 11

This determination is based on the flood data presently available. The enclosed documents provide additional information regarding this determination. If you have any questions about this document, please contact the FEMA Mapping and Insurance eXchange toll free at 1-877-336-2627 (1-877-FEMA MAP) or by letter addressed to the LOMC Clearinghouse, 3601 Eisenhower Avenue, Suite 500, Alexandria, VA 22304-6426. Additional Information about the NFIP is available on our website at <https://www.fema.gov/flood-insurance>.


Patrick "Rick" F. Sacbibit, P.E., Branch Chief
Engineering Services Branch
Federal Insurance and Mitigation Administration

21-05-2374P

102-I-A-C



Federal Emergency Management Agency

Washington, D.C. 20472

LETTER OF MAP REVISION DETERMINATION DOCUMENT (CONTINUED)

COMMUNITY INFORMATION

APPLICABLE NFIP REGULATIONS/COMMUNITY OBLIGATION

We have made this determination pursuant to Section 206 of the Flood Disaster Protection Act of 1973 (P.L. 93-234) and in accordance with the National Flood Insurance Act of 1968, as amended (Title XIII of the Housing and Urban Development Act of 1968, P.L. 90-448), 42 U.S.C. 4001-4128, and 44 CFR Part 65. Pursuant to Section 1361 of the National Flood Insurance Act of 1968, as amended, communities participating in the NFIP are required to adopt and enforce floodplain management regulations that meet or exceed NFIP criteria. These criteria, including adoption of the FIS report and FIRM, and the modifications made by this LOMR, are the minimum requirements for continued NFIP participation and do not supersede more stringent State/Commonwealth or local requirements to which the regulations apply.

We provide the floodway designation to your community as a tool to regulate floodplain development. Therefore, the floodway revision we have described in this letter, while acceptable to us, must also be acceptable to your community and adopted by appropriate community action, as specified in Paragraph 60.3(d) of the NFIP regulations.


NFIP regulations Subparagraph 60.3(b)(7) requires communities to ensure that the flood-carrying capacity within the altered or relocated portion of any watercourse is maintained. This provision is incorporated into your community's existing floodplain management ordinances; therefore, responsibility for maintenance of the altered or relocated watercourse, including any related appurtenances such as bridges, culverts, and other drainage structures, rests with your community. We may request that your community submit a description and schedule of maintenance activities necessary to ensure this requirement.

COMMUNITY REMINDERS

We based this determination on the 1-percent-annual-chance flood discharges computed in the FIS for your community without considering subsequent changes in watershed characteristics that could increase flood discharges. Future development of projects upstream could cause increased flood discharges, which could cause increased flood hazards. A comprehensive restudy of your community's flood hazards would consider the cumulative effects of development on flood discharges subsequent to the publication of the FIS report for your community and could, therefore, establish greater flood hazards in this area.

Your community must regulate all proposed floodplain development and ensure that permits required by Federal and/or State/Commonwealth law have been obtained. State/Commonwealth or community officials, based on knowledge of local conditions and in the interest of safety, may set higher standards for construction or may limit development in floodplain areas. If your State/Commonwealth or community has adopted more restrictive or comprehensive floodplain management criteria, those criteria take precedence over the minimum NFIP requirements.

This determination is based on the flood data presently available. The enclosed documents provide additional information regarding this determination. If you have any questions about this document, please contact the FEMA Mapping and Insurance eXchange toll free at 1-877-336-2627 (1-877-FEMA MAP) or by letter addressed to the LOMC Clearinghouse, 3601 Eisenhower Avenue, Suite 500, Alexandria, VA 22304-6426. Additional Information about the NFIP is available on our website at <https://www.fema.gov/flood-insurance>.


Patrick "Rick" F. Sacibit, P.E., Branch Chief
Engineering Services Branch
Federal Insurance and Mitigation Administration

21-05-2374P

102-I-A-C



Federal Emergency Management Agency

Washington, D.C. 20472

LETTER OF MAP REVISION DETERMINATION DOCUMENT (CONTINUED)

We will not print and distribute this LOMR to primary users, such as local insurance agents or mortgage lenders; instead, the community will serve as a repository for the new data. We encourage you to disseminate the information in this LOMR by preparing a news release for publication in your community's newspaper that describes the revision and explains how your community will provide the data and help interpret the NFIP maps. In that way, interested persons, such as property owners, insurance agents, and mortgage lenders, can benefit from the information.

This revision has met our criteria for removing an area from the 1-percent-annual-chance floodplain to reflect the placement of fill. However, we encourage you to require that the lowest adjacent grade and lowest floor (including basement) of any structure placed within the subject area be elevated to or above the Base (1-percent-annual-chance) Flood Elevation.


We have designated a Consultation Coordination Officer (CCO) to assist your community. The CCO will be the primary liaison between your community and FEMA. For information regarding your CCO, please contact:

Mary Beth Caruso
Director, Mitigation Division
Federal Emergency Management Agency, Region V
536 South Clark Street, Sixth Floor
Chicago, IL 60605
(312) 408-5500

STATUS OF THE COMMUNITY NFIP MAPS

We will not physically revise and republish the FIRM and FIS report for your community to reflect the modifications made by this LOMR at this time. When changes to the previously cited FIRM panel(s) and FIS report warrant physical revision and republication in the future, we will incorporate the modifications made by this LOMR at that time.

This determination is based on the flood data presently available. The enclosed documents provide additional information regarding this determination. If you have any questions about this document, please contact the FEMA Mapping and Insurance eXchange toll free at 1-877-336-2627 (1-877-FEMA MAP) or by letter addressed to the LOMC Clearinghouse, 3601 Eisenhower Avenue, Suite 500, Alexandria, VA 22304-6426. Additional Information about the NFIP is available on our website at <https://www.fema.gov/flood-insurance>.


Patrick "Rick" F. Sacbibit, P.E., Branch Chief
Engineering Services Branch
Federal Insurance and Mitigation Administration



Federal Emergency Management Agency
Washington, D.C. 20472

**LETTER OF MAP REVISION
DETERMINATION DOCUMENT (CONTINUED)**

PUBLIC NOTIFICATION OF REVISION

A notice of changes will be published in the *Federal Register*. This information also will be published in your local newspaper on or about the dates listed below, and through FEMA's Flood Hazard Mapping website at https://www.floodmaps.fema.gov/fhm/bfe_status/bfe_main.asp

LOCAL NEWSPAPER

Name: *Post Crescent*

Dates: September 23, 2022 and September 30, 2022

Within 90 days of the second publication in the local newspaper, any interested party may request that we reconsider this determination. Any request for reconsideration must be based on scientific or technical data. Therefore, this letter will be effective only after the 90-day appeal period has elapsed and we have resolved any appeals that we receive during this appeal period. Until this LOMR is effective, the revised flood hazard determination presented in this LOMR may be changed.

This determination is based on the flood data presently available. The enclosed documents provide additional information regarding this determination. If you have any questions about this document, please contact the FEMA Mapping and Insurance eXchange toll free at 1-877-336-2627 (1-877-FEMA MAP) or by letter addressed to the LOMC Clearinghouse, 3601 Eisenhower Avenue, Suite 500, Alexandria, VA 22304-6426. Additional Information about the NFIP is available on our website at <https://www.fema.gov/flood-insurance>.

A handwritten signature in black ink, appearing to read "Rick F. Sacbibit".

Patrick "Rick" F. Sacbibit, P.E., Branch Chief
Engineering Services Branch
Federal Insurance and Mitigation Administration

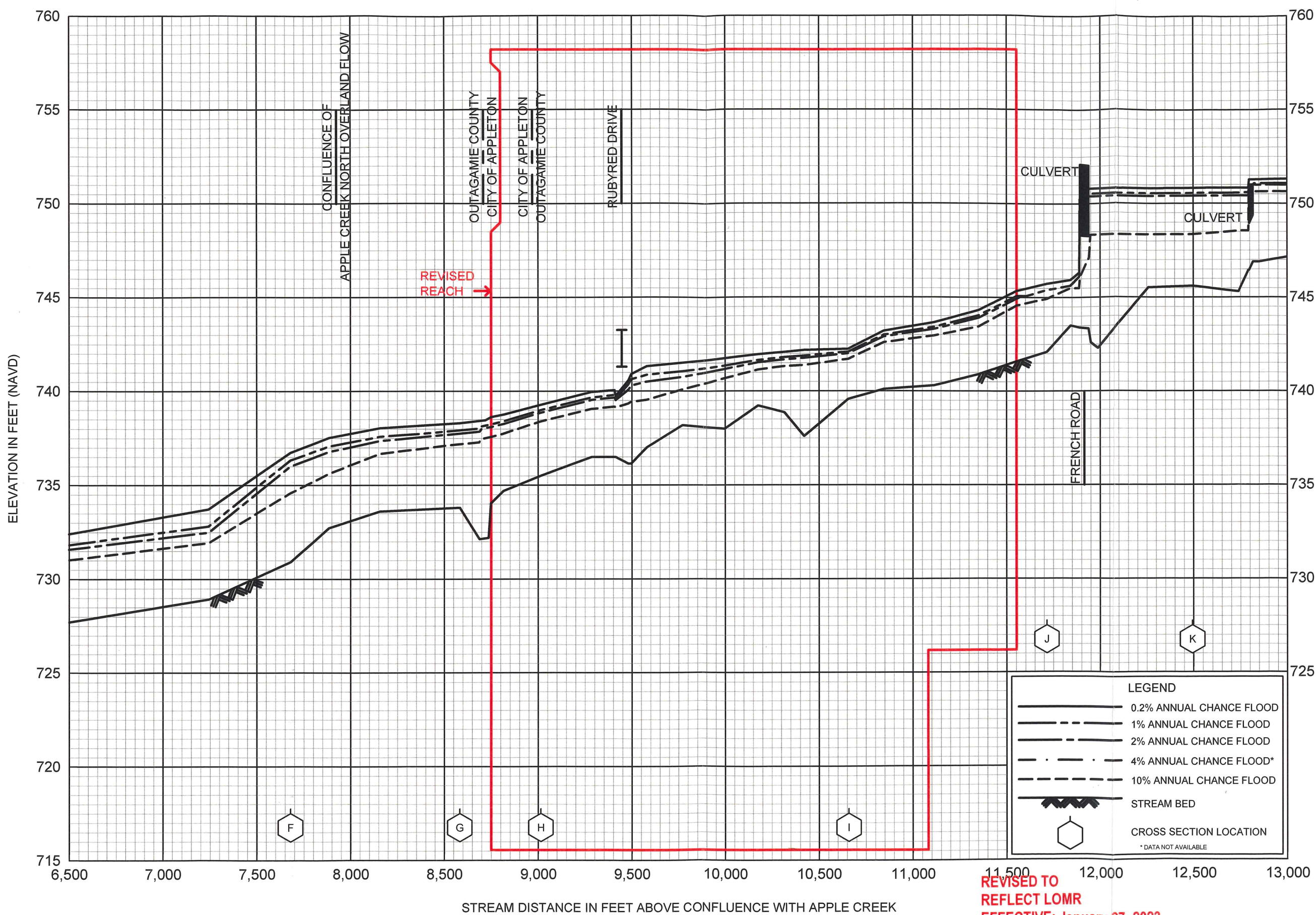
FLOODING SOURCE		FLOODWAY					1-PERCENT-ANNUAL-CHANCE FLOOD WATER SURFACE ELEVATION (FEET NAVD 88)			
CROSS SECTION	DISTANCE	WIDTH (FEET)	SECTION AREA (SQUARE FEET)	MEAN VELOCITY (FEET PER SECOND)	WIDTH REDUCED FROM PRIOR STUDY (FEET)	REGULATORY	WITHOUT FLOODWAY	WITH FLOODWAY	INCREASE	
APPLE CREEK NORTH OVERLAND FLOW A	793 ¹	126	95	5.0	0.0	739.3	739.3	739.3	0.0	
APPLE CREEK NORTHEAST A	424 ²	117	219	4.2	0	721.2	721.2	721.2	0.0	
B	1,892 ²	211	334	2.7	0	724.5	724.5	724.5	0.0	
C	2,787 ²	360	459	2.0	0	726.0	726.0	726.0	0.0	
D	3,600 ²	271	418	2.2	0	728.2	728.2	728.2	0.0	
E	6,058 ²	277	809	1.1	423	731.2	731.2	731.2	0.0	
F	7,680 ²	206	262	3.5	43	736.3	736.3	736.3	0.0	
G	8,585 ²	181	202	1.8	0	737.9	737.9	737.9	0.0	
H	9,015 ²	148	146	2.5	65	739.0	739.0	739.0	0.0	
I	10,658 ²	190	97	3.8	0	742.1	742.1	742.1	0.0	
J	11,717 ²	192	226	1.6	0	745.4	745.4	745.4	0.0	
K	12,497 ²	312	444	0.5	0	750.6	750.6	750.6	0.0	
L	13,237 ²	126	251	0.9	89	751.1	751.1	751.1	0.0	
M	14,445 ²	42	51	4.3	0	755.7	755.7	755.7	0.0	
N	14,579 ²	170	1,640	0.3	0	760.2	760.2	760.2	0.0	
O	16,357 ²	42	27	2.8	0	761.3	761.3	761.3	0.0	
APPLE CREEK OVERLAND FLOW A	297 ²	234	403	2.4	121	757.9	757.9	757.9	0.0	
B	1093 ²	155	211	4.6	0	765.0	765.0	765.0	0.0	

¹ FEET ABOVE CONFLUENCE WITH APPLE CREEK NORTHEAST, ² FEET ABOVE CONFLUENCE WITH APPLE CREEK
REVISED TO REFLECT LOMR
EFFECTIVE: January 27, 2023

FEDERAL EMERGENCY MANAGEMENT AGENCY
**OUTAGAMIE COUNTY, WI
AND INCORPORATED AREAS**

FLOODWAY DATA
APPLE CREEK NORTH OVERLAND FLOW - APPLE CREEK NORTHEAST - APPLE CREEK OVERLAND FLOW

TABLE 11



FLOOD PROFILES
APPLE CREEK NORTHEAST

FEDERAL EMERGENCY MANAGEMENT AGENCY
OUTAGAMIE COUNTY, WI
AND INCORPORATED AREAS

REVISED TO
REFLECT LOMR
EFFECTIVE: January 27, 2023

Without Base Flood Elevation (BFE)
Zone A, V, A99

With BFE or Depth
Zone AE, AO, AH, VE, AP

Regulatory Floodway

0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile
Zone X

Future Conditions 1% Annual Chance Flood Hazard
Zone X

Area with Reduced Flood Risk due to Levee
See Notes, Zone X

SPECIAL FLOOD HAZARD AREAS

OTHER AREAS OF FLOOD HAZARD

SCALE

Map Projection:
NAD 1983 UTM Zone 16N;
Western Hemisphere, Vertical Datum: NAVD 88

1 inch = 500 feet

0 250 500 1,000 Feet

0 75 150 300 Meters

NATIONAL FLOOD INSURANCE PROGRAM
FLOOD INSURANCE RATE MAP
OUTAGAMIE COUNTY, WISCONSIN
and Incorporated Areas

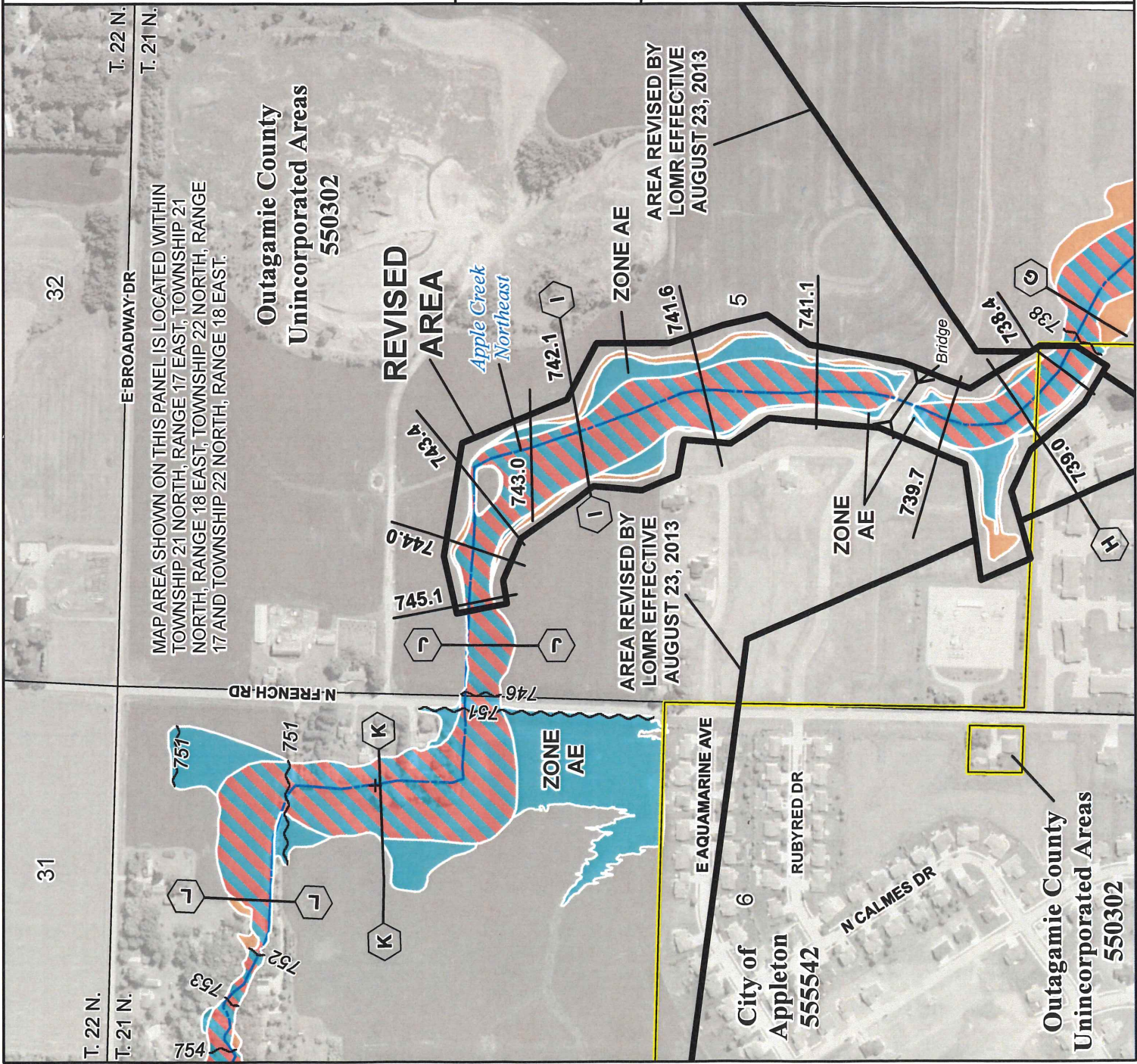
PANEL 328 of 500

Panel Contains:
COMMUNITY NUMBER 555542
APPLETON, CITY OF OUTAGAMIE COUNTY 550302

FEMA

REVISOR TO REFLECT LOMR EFFECTIVE: January 27, 2023

VERSION NUMBER 2.1.3.0
MAP NUMBER 55087C0328D
EFFECTIVE DATE JULY 22, 2010



CITY OF APPLETON
Department of Public Works
MEMORANDUM

TO: Finance Committee
 Municipal Services Committee
 Utilities Committee

SUBJECT: Award of Contract

The Department of Public Works recommends that the following described work:

Unit O-23 Sanitary and Storm Sewer CIPP Lining

Be awarded to:

Name: Visu-Sewer, Inc.
Address: W230 N4855 Betker Drive
Pewaukee, WI 53072

In the amount of : \$626,000.00
With a 9.5% % contingency of : \$59,933.00
For a project total not to exceed : \$685,933.00

**** OR ****

In an amount Not To Exceed : _____

Budget: \$486,387.00
Estimate: \$556,000.00
Committee Date: 01/09/23
Council Date: 01/18/23

Bid Tabulation**O-23 Sanitary & Storm Sewer CIPP Lining**

12/19/2022 01:45 PM CST

Bid Item	Item Description	Quantity	Unit	Visu-Sewer		Insituform Technologies USA, LLC	
				Unit Price	Item Total	Unit Price	Item Total
1	Lawrence St - 234' 12" Sanitary	1	lump sum	\$24,300.00	\$24,300.00	\$20,990.90	\$20,990.90
2	Lawrence St (Esmnt) - 364' 10" Sanitary	1	lump sum	\$17,300.00	\$17,300.00	\$22,888.70	\$22,888.70
3	Wayne St - 367' 10" Sanitary	1	lump sum	\$17,300.00	\$17,300.00	\$23,123.80	\$23,123.80
4	Erb St - 201' 9" Sanitary	1	lump sum	\$10,300.00	\$10,300.00	\$17,157.80	\$17,157.80
5	Erb St - 443' 10" Sanitary	1	lump sum	\$20,800.00	\$20,800.00	\$26,642.90	\$26,642.90
6	Erb St - 33' 12" Storm	1	lump sum	\$5,600.00	\$5,600.00	\$14,335.90	\$14,335.90
7	West Av - 30' 15" Storm	1	lump sum	\$8,300.00	\$8,300.00	\$18,728.60	\$18,728.60
8	Easement Grandview Rd - 467' 15" Storm	1	lump sum	\$128,000.00	\$128,000.00	\$96,038.60	\$96,038.60
9	Briarcliff Dr - 166' 15" Storm	1	lump sum	\$18,300.00	\$18,300.00	\$25,349.90	\$25,349.90
10	Public Access w/o Briarcliff Dr - 208' 12" Storm	1	lump sum	\$92,500.00	\$92,500.00	\$20,781.90	\$20,781.90
11	Easement Between Winona Way and Peabody Park - 515' 21" Storm	1	lump sum	\$77,000.00	\$77,000.00	\$86,514.50	\$86,514.50
12	North St - 641' 18" Storm	1	lump sum	\$70,500.00	\$70,500.00	\$77,435.40	\$77,435.40
13	Apple Creek Rd s/o JJ - 61' 36" Storm	1	lump sum	\$46,000.00	\$46,000.00	\$47,658.60	\$47,658.60
14	Banta Ct West - Banta Ct Main 113' 12" Storm	1	lump sum	\$13,000.00	\$13,000.00	\$17,889.30	\$17,889.30
15	Banta Ct East - Banta Ct Main 90' 18" Storm	1	lump sum	\$11,500.00	\$11,500.00	\$25,518.70	\$25,518.70
16	W College Av & Lilas - 97' 24"x36" Storm	1	lump sum	\$46,000.00	\$46,000.00	\$52,380.70	\$52,380.70
17	Lateral Inspection - Sanitary or Storm	3	each	\$1,200.00	\$3,600.00	\$711.30	\$2,133.90
18	Reinstate Lateral - Sanitary or Storm	29	each	\$100.00	\$2,900.00	\$234.10	\$6,788.90
19	Spot Repair	4	each	\$3,200.00	\$12,800.00	\$5,995.20	\$23,980.80

Total Bid:**\$626,000.00****\$626,339.80**



MEMORANDUM

TO: Community and Economic Development Committee (CEDC)

FROM: Matt Rehbein, Economic Development Specialist

DATE: January 11, 2023

RE: Request Approval of the First Amendment to the Development Agreement (Phase II) between the City of Appleton and Merge, LLC in TIF District #11

The Appleton Common Council approved a Development Agreement (DA) with Merge, LLC (Developer) in January 2022 for development of a site at the southeast corner of Washington Street and Appleton Street (Blue Ramp Site). This is the second phase of Merge's development, with the first currently under construction immediately east of the subject site at 115 E. Washington Street. It has always been Merge's intention to roll right into construction of Phase II upon completion of Phase I. Phase I construction was delayed due to changing environments of interest rates, supply chain challenges, and labor shortages.

Per the existing Development Agreement, Merge is to acquire the former Blue Ramp Site from the City by February 16, 2023. We have received a request from Merge to extend this date to September 29, 2023 (attached). Extending the timeline will allow Merge to align construction with Phase 1 completion and allow time for significant pre-construction investment and coordination among architects and contractors.

Amending the Development Agreement to allow for this timeline does not change the financial commitments of the City and will help ensure Merge, LLC is successful in executing their projects in the City of Appleton.

Staff Recommendation:

The First Amendment to the Development Agreement between the City of Appleton and Merge, LLC extending the purchase date from February 16, 2023 to September 29, 2023 **BE APPROVED.**

City of Appleton,

We would like to start this letter by expressing our thanks for the partnership on our Urbane115 project. We are wrapping up foundations and the building will start to take shape in Q1 of 2023. We hope to continue the redevelopment and revitalization along East Washington Street with Phase 2.

Urbane115 started later than originally anticipated due to increased costs and interest rate volatility. We are currently scheduled to close on the Phase 2 property in February of 2023. This closing date was established based on our original schedule of Phase 1. Due to the delays on Phase 1, we would like to formally request to extend this closing until September 29, 2023. That will align with Phase 1 completion and allow time for significant pre-construction investment and coordination among architects and contractors.

The Phase 2 plan includes Odyssey Climbing Co. The new climbing gym is opening its first location in Ashwaubenon in February 2023. Their grand opening was also delayed by several months due to construction storm damage. Nonetheless, they have been received well by the community with significant pre-opening membership.

We believe we remain the right partner to complete the redevelopment of the Blue Ramp Site. Postponing cash payments for land enables us to invest significant resources into architectural plans for construction, which allows us to establish construction costs based on bids, and in turn secure financing. The purchase price delay puts the project in a better position to be a success.

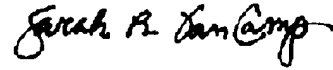
We greatly appreciate your consideration.

Sincerely

Brent Dahlstrom

**TAX INCREMENT DISTRICT NO. 11
DEVELOPMENT AGREEMENT**

Document #: **2262708**
Date: **02-25-2022** Time: **9:55 AM**
Pages: **18** Fee: **\$30.00**
County: **OUTAGAMIE COUNTY** State: **WI**



SARAH R VAN CAMP, REGISTER OF DEEDS
Return via **MAIL (REGULAR)**
APPLETON, CITY OF

Record and return to:
City of Appleton – City Attorney’s Office
100 North Appleton Street
Appleton, WI 54911-4799



Tax Key Nos. 31-2-0272-01, 31-2-0272-00,
31-2-0272-02

ENVELOPE

TAX INCREMENT DISTRICT NO. 11
DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the "Agreement") is dated as of the 16 day of February, 2022, by and among Merge LLC, an Iowa limited liability company ("Developer") and the City of Appleton, a Wisconsin municipal corporation (the "City").

RECITALS

Developer and the City acknowledge the following:

A. Developer owns or will acquire the real property located on the southeast corner of East Washington Street and North Appleton Street, (Parcel 31-2-0272-00, 31-2-0272-01, 31-2-0272-02) Appleton, WI more particularly described in Exhibit A, attached hereto (hereafter the "Property").

B. The Property is located within the City in Tax Increment District #11 (the "District") which was created in 2017 pursuant to Section 66.1105, Wis. Stats. along with a plan for the redevelopment of the District (the "District Plan") that provides for, among other things, the financial assistance set forth in this Agreement.

C. Subject to obtaining the financial assistance set forth herein, Developer has proposed improvements to the Property to create a five story, mixed-use development that includes a mix of residential unit styles on floors 2-5 with the ground floor containing retail and micro-retail space as well as common space for residential and commercial tenants (the "Project"). All references to the Project include the Property.

D. The City has determined that the Project will spur economic development, expand the City's tax base and create new jobs; that such financial assistance is a Project Cost under the Tax Incremental Law; that the amount of financial assistance provided pursuant to this Agreement is the amount necessary to induce development of the Project; and, that the Project will not proceed without the financial assistance set forth in this Agreement.

E. Subject to obtaining financial assistance as set forth herein, Developer intends to undertake a redevelopment of the property that will increase the value of the Property and provide other tangible benefits to the surrounding neighborhoods and to the City as a whole, consistent with the District Plan. The City finds that this redevelopment of the Property and the fulfillment, generally, of the terms and conditions of this Agreement are in the vital and best interests of the City and its residents and serves a public purpose in accordance with state and local law.

F. The City, pursuant to Common Council Action dated January 19, 2022 has approved this Agreement and authorized the execution of this Agreement by the proper City officers on the City's behalf.

G. The Developer has approved this Agreement and authorized the appropriate officers to execute this Agreement on the Developer's behalf.

H. The base value of the Property for purposes of this Agreement, including calculating increment generated by the Project, is Zero Dollars (\$0). The Developer estimates the project will create up to an additional Twelve Million Dollars (\$12,000,000) in incremental value.

I. All terms that are capitalized but not defined in this Agreement and that are defined under the Tax Increment Law shall have the definitions assigned to such terms by the Tax Increment Law.

AGREEMENT

NOW, THEREFORE, in consideration of the Recitals and the promises and undertakings set forth herein, the parties mutually agree and covenant as follows:

ARTICLE I UNDERTAKINGS OF THE DEVELOPER

1.1 Developer shall purchase the property for \$590,000 from the City within one year of execution of this agreement. Said sale of Property to Developer is contingent upon Developer fulfilling the terms and conditions of this Agreement and the City shall retain a right to repurchase the Property as more particularly set forth in Article IV.

1.2 Developer's Project is the second of two phases, is currently known as "URBANE" and shall include improvements to, and development of, the Property as set forth in Exhibit B that will result in an increase in the Property's assessed value. All aspects of the Project shall be in accordance with all applicable City zoning and building codes, ordinances and regulations.

1.3 Project Costs shall include, without limitation, costs incurred after approval of this agreement for the construction of improvements (including infrastructure improvements), environmental remediation costs, demolition, interior remodeling and development of the project.

1.4 Developer warrants and represents to the City that but for the assistance provided by the City under Article II, herein, Developer would not be able to proceed with the Project.

1.5 Developer and City acknowledge that several of the specific undertakings of the parties may require approvals from directors, boards or the City Council as applicable. The parties' agreements are conditioned upon the obtaining of all such approvals in the manner required by law. The parties cannot assure that all such approvals will be obtained; however, they agree to use their best good faith efforts to obtain them on a timely basis.

ARTICLE II UNDERTAKINGS OF THE CITY

2.1 The City shall appropriate sufficient funds for the performance of the City's obligations under this Agreement.

2.2 City shall cooperate with Developer throughout the Project and shall promptly review and/or process all submissions and applications in accordance with applicable City ordinances. In addition, the City agrees to work collaboratively with Developer in Developer's pursuit of various grant or similar funding opportunities.

2.3 Subject to all of the terms, covenants and conditions of this Agreement and applicable provisions of law, and as an inducement by the City to Developer to carry out the Project, upon completion of the Project (which shall be defined as issuance of occupancy permits for all floors of the Project (hereafter "completion")) the City will provide payments to Developer solely from the future Tax Increments (derived from both real and personal property) to assist with Developer's Project Costs. The City's total payment of Tax Increment Revenue to the Developer shall not exceed the lesser of i) \$2,160,000 or ii) Eighteen percent (18%) of the Tax Increment Value as of January 1, 2025, plus interest thereon (the "Contribution").

The Contribution will be paid to Developer as follows:

2.3.1 As the sole source for payment of the Contribution, the City agrees to pay the Developer an amount equal to ninety percent (90%) of the Tax Increment Revenue attributable to, and actually received from, the Property during the calendar year.

2.3.2 The first payment shall be made on August 15 of the year immediately after the Project's completion. This first payment shall be based on the Property's assessed value on January 1 of the year of completion. Thereafter payments under this Agreement shall be due in annual installments, on August 15, for a period of time described in Sec. 4.3.

2.3.3 Interest on the Contribution shall begin to accrue upon completion of the Project. The interest rate on the Contribution shall be lesser of 1) the interest rate paid by the Developer to the primary lender for the Project, as evidenced by the note indicating the loan amount; or, 2) four percent (4%).

2.3.4 The Contribution shall be a special and limited obligation of the City and not a general obligation. Payments shall first apply to accrued interest and then to the principal balance of the Contribution. Unpaid interest in any year shall be added to the principal balance of the Contribution and accrue interest. The City may prepay the Contribution, in its sole discretion, at any time, with no prepayment penalty.

2.4 This Agreement fully evidences the City's obligation to pay the Contribution. No separate instrument will be prepared to evidence the City's obligation to pay the Contribution. The Contribution shall not be included in the computation of the City's statutory debt limitation because the Contribution is limited and conditional and no taxes will be levied or pledged for its payment. Nothing in this Agreement shall be deemed to change the nature of the City's obligation from a limited and conditional obligation to a general obligation.

2.5 The City covenants to Developer that until the Contribution plus interest thereon has been paid in full, the City shall not close the District prior to its statutory expiration date.

2.6 The City shall, upon Developer's request, provide to Developer an accounting of the status of the District including, but not limited to, the outstanding principal balance of the Contribution and annual Tax Increments received from the District.

2.7 Developer hereby acknowledges that, as a result of the special and limited nature of the City's obligation to pay the Contribution, Developer's recovery of the full amount of the Contribution depends on factors including, but not limited to, future mill rates, changes in the assessed value of the Property, the failure of the Property to generate the Tax Increments at the

rate expected by Developer, reduction in Tax Increments caused by revenue-sharing, changes in the Tax Increment Law, and other factors beyond the City's and/or Developer's control.

ARTICLE III PAYMENT OF TAXES

3.1 As long as the District is in existence, the Property and all buildings and improvements thereon shall be owned and taxable for real estate tax and special assessment purposes. The City may waive any or all of the restrictions upon execution of a payment in lieu of taxes (PILOT) agreement on a form, and with terms, acceptable to the City.

3.2 Throughout the duration of this agreement, all ad valorem property taxes properly assessed against the Property will be paid timely and in full.

3.3 In the event that any property owned by Developer within the District becomes exempt from ad valorem property taxes during the life of the District, then for the remaining life of the District, the Developer will make (or cause to be made) annual payments in lieu of taxes in amounts equal to what the ad valorem property taxes would have been for such other property had it not been exempt. If the Developer conveys the Property within the District to any party (related or unrelated), the terms of such sale shall impose as a covenant upon all successor owners of the property the foregoing obligation for payments in lieu of taxes during the life of the District. The City shall be a beneficiary of such covenant and entitled to enforce same against the successor owners.

ARTICLE IV CONDITIONS TO PAYMENT; REPURCHASE OF PROPERTY; TERMINATION OF AGREEMENT

4.1 The City shall have no obligation to pay any portion of the Contribution to Developer unless and until all of the following conditions shall have been met:

4.1.1 The Project's completion on or before January 1, 2025.

4.1.2 The Property's assessed value is no less than Twelve Million Dollars (\$12,000,000) on or before January 1, 2025.

4.1.3 The conditions herein are subject to reasonable extensions, not to exceed six (6) months each, for Force Majeure which shall include, but not be limited to, any delays caused by pandemic or other acts beyond the reasonable control of the Developer. Such extensions shall be by mutual written agreement and, in considering any requested extension, the City and Developer agree that each will act in good faith, cooperate in expeditious and timely approvals, and said extensions shall not be unreasonably withheld, conditioned or delayed by City.

4.2 The City was induced to sell the real property described in Exhibit A to Developer based on Developer's proposed Project and construction of the same according to the terms of this Agreement. As such, the City shall retain and the Developer shall grant the City a right to repurchase the real property (hereafter "repurchase options"). This repurchase option shall be subject to the following:

4.2.1 The City's repurchase right shall terminate upon Developer obtaining approved buildings plans and a building permit for improvements to the real property consistent with the Project as described in this Agreement, and, commencement of the Project's construction.

4.2.2 The City shall refrain from executing the repurchase right if Developer is making reasonable timely progress toward commencement of the Project's construction in accordance with the terms of the Agreement.

4.2.3 The City shall provide Developer thirty (30) day's written notice of its intent to repurchase the Property unless Developer waives said notice. Thereafter Developer shall execute all necessary documents and transfer the Property's unencumbered title to the City. In exchange, the City shall pay Developer \$590,000 (or the actual amount paid by Developer to the City) less \$1,000 per calendar month calculated from the first day of the month after this Agreement is executed through the date of sale. The City and Developer agree that each will act in good faith to facilitate a timely repurchase if the City exercises its repurchase right.

4.3 This Agreement, and the City's obligation to make, or continue, any payments of the Contribution, shall terminate when any of the following shall have occurred:

4.3.1 The conditions in Section 4.1 are not met.

4.3.2 The Contribution is paid in full or August 15, 2039, whichever occurs first.

ARTICLE V CONFLICT OF INTEREST

5.1 No member, officer or employee of the City, during his/her tenure or for one year thereafter, will have or shall have had any interest, direct or indirect, in this Agreement or any proceeds thereof.

ARTICLE VI WRITTEN NOTICES

6.1 Any written notice required under this Agreement shall be sent to the following individuals:

FOR THE CITY:

City of Appleton
Community and Economic Development Department
100 North Appleton Street
Appleton, WI 54911-4799
Attn: Director

With a copy to:

City of Appleton
City Attorney's Office
100 North Appleton Street
Appleton, WI 54911-4799
Attn: City Attorney

FOR DEVELOPER:

Merge LLC
25 West Main Street, Suite 500
Madison, WI 53718
Email: info@mergeurbandevlopment.com

With a copy to:

Squire Patton & Boggs
Attn: Steven F. Mount
41 South High Street, Suite 2000
Columbus, OH 43215
Email: steven.mount@squirepb.com

ARTICLE VII ASSIGNMENT

7.1 Terms of this Agreement are not transferrable or assignable. No party to this Agreement may assign any of its interest or obligations hereunder without first obtaining the written consent of all other parties.

ARTICLE VIII NO PARTNERSHIP OR VENTURE

8.1 Developer and its contractors or subcontractors shall be solely responsible for the completion of the Project. Nothing contained in this Agreement shall create or effect any partnership, venture or relationship between the City and Developer or any contractor or subcontractor employed by Developer in the construction of the Project.

ARTICLE IX MISCELLANEOUS

9.1 Under no circumstances shall any officer, official, director, member, manager, commissioner, agent, or employee of City or Developer have any personal liability arising out of this Agreement, and no party shall seek or claim any such personal liability.

9.2 The laws of the State of Wisconsin shall govern this Agreement.

9.3 This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument.

9.4 No modification, alteration, or amendment of this Agreement shall be binding upon any party until such modification, alteration, or amendment is reduced to writing and executed by all parties to this Agreement.

9.5 Any captions or headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any of the provisions of this Agreement.

9.6 If any provisions of this Agreement shall be held or deemed to be inoperative or unenforceable as applied in any particular case in any jurisdiction because it conflicts with any other provision or provisions of this Agreement or any constitution or statute or rule of public policy, or for any other reason, then such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. To the maximum extent possible, this Agreement shall be construed in a manner consistent with the powers of the City, including but not limited to, the City's powers under the Blight Elimination and Slum Clearance Law and the Tax Increment Law, to achieve its intended purpose. Reference is made to Section 66.1333(17) of the Wisconsin Statutes and Chapter 105, Laws of 1975 § 4, which provide that the Blight Elimination and Slum Clearance Law and the Tax Increment Law should be construed liberally to effectuate their purposes.

[Signatures on following pages]

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

CITY OF APPLETON:

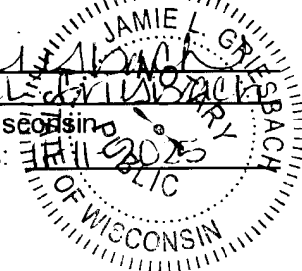
By: [Signature]
Jacob A. Woodford, Mayor

ATTEST:

By: [Signature]
Kami L. Lynch, City Clerk

STATE OF WISCONSIN)
 : ss.
OUTAGAMIE COUNTY)

Personally came before me this 16 day of February, 2022, Jacob A. Woodford, Mayor and Kami L. Lynch, City Clerk, of the City of Appleton respectively, to me known to be the persons who executed the foregoing instrument and acknowledged the same in the capacity and for the purposes therein intended.

[Signature]
Printed Name: JAMIE L. GRUBBACH
Notary Public, State of Wisconsin
My commission expires: FEB 11 2025


PROVISION HAS BEEN MADE TO PAY FOR OBLIGATIONS INCURRED PURSUANT TO THIS AGREEMENT:

[Signature]
Anthony Saucerman, Finance Director

APPROVED AS TO FORM:

[Signature]
Christopher R. Behrens, City Attorney
Dated: January 5, 2022
By: Amanda K. Abshire
City Law A21-0871

DEVELOPER:

Merge LLC

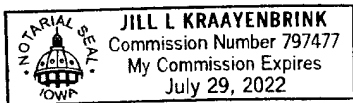
By: [Signature]
Printed Name: Brent Dahlstrom
Title: manager

By: _____
Printed Name: _____
Title: _____

By: _____
Printed Name: _____
Title: _____

STATE OF Iowa)
: ss.
Black Hawk COUNTY)

Personally came, before me this 9th day of February, 2022,
Brent Dahlstrom, _____, _____ each
a member of the LLC, to me known to be the persons who executed the foregoing instrument and
acknowledged the same in the capacity and for the purposes therein intended.



[Signature]
Printed Name: Jill Kraayenbrink
Notary Public, State of Iowa
My commission is/expires: July 29, 2022

SCHEDULE OF EXHIBITS

- A. Legal Description of Property
- B. Proposed Improvements

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

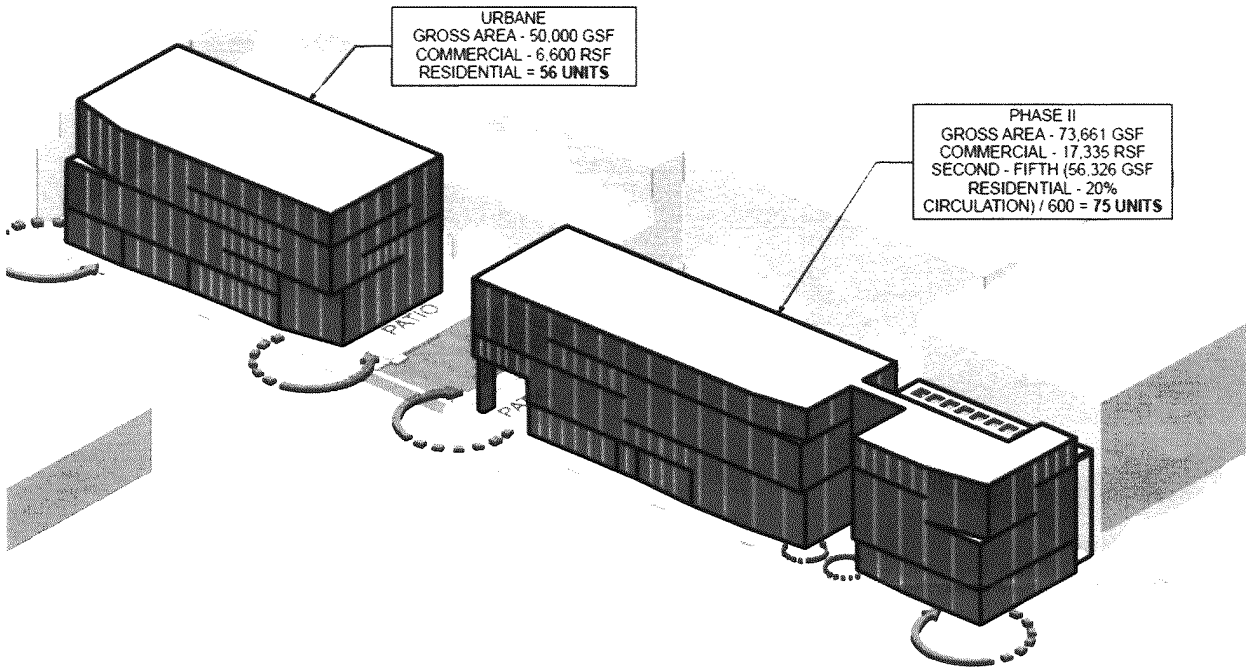
**PARCEL: Part of 31-2-0272-01, part of 31-2-0272-00 and all of 31-2-0272-02
Doc. #876209, #2147310 and #2150911, less proposed right-of-way**

Part of Lot 1 and all of Lot 2 of Certified Survey Map No. 2447, all of Lot 3 and part of Lot 1 and 2, in Block 27, SECOND WARD PLAT (aka APPLETON PLAT), according to the recorded Assessor's Map of the City of Appleton, located in and being a part of the Northeast ¼ of the Southwest ¼ of Section 26, Township 21 North, Range 17 East, City of Appleton, Outagamie County, Wisconsin, containing 0.836 Acres (36,429 sq. ft.) of land and being described by:
Commencing at the Northeast corner of said Block 27 and being the point of beginning;
Thence South 00°03'28" East 152.34 feet along the East line of Block 27 and being coincident with the West line of Oneida Street to the North line of City Center Street;
Thence South 89°53'26" West 185.69 feet along the South line of Lots 2 and 3 of said Block 27; and being coincident with the North line of City Center Street;
Thence North 00°06'37" West 65.22 feet;
Thence South 89°52'45" West 99.07 feet to the West line of Lot 1 of said Block 27;
Thence North 39°26'31" East 4.05 feet;
Thence Northeasterly 10.34 feet along the arc or a curve to the left having a radius of 15.00 feet and the chord of which bears North 19°41'32" East 10.14 feet;
Thence North 00°03'28" West 74.48 feet to the South line of Washington Street;
Thence North 89°53'26" East 278.82 feet along the South line of Washington Street and being coincident with the North line of Lot 1 and 2 of said Certified Survey Map No. 2447 to the point of beginning.

EXHIBIT B

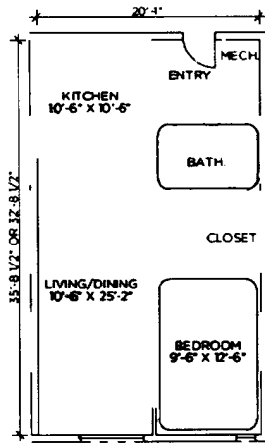
PROPOSED IMPROVEMENTS

(Copy of Plans/Design docs follow)

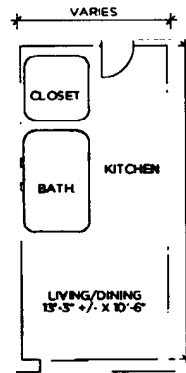


- Walk-in closet
- Full kitchen
- Washer + dryer
- Bedroom with natural lighting
- Living and dining space

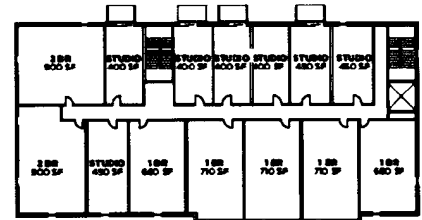
- Living room and dining area
- Built-in Murphy bed and sofa
- Ample cook and prep areas
- Built-in media center and desk work surface
- Dedicated laundry and closet space



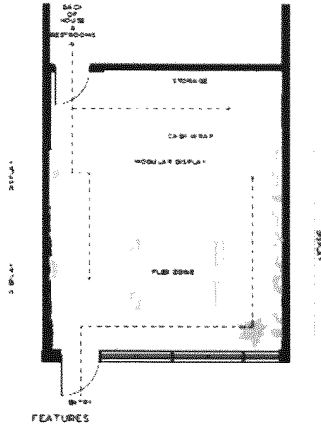
1 BEDROOM TYPICAL PLAN
1/8" = 1' 0"



STUDIO TYPICAL PLAN
1/8" = 1' 0"



LEVEL 2-5 TYPICAL PLAN
1/32" = 1' 0"







ONITSHOT



MERGE

2020 03 25



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

MEMORANDUM

TO: Community & Economic Development Committee (CEDC)

FROM: Matt Rehbein, Economic Development Specialist

DATE: January 11, 2023

RE: Request Approval of the 200 W. College Avenue (Chase Bank Bldg.)
Development Agreement in TIF District #11

Lofgren Properties 6 LLC and Oshkosh Investment LLC (Developer) purchased the Chase Bank building at 200 W. College Avenue in October 2022.

Since acquisition, Developer has secured a lease with Chase Bank for a portion of the first floor and is marketing the remainder of the first floor to a variety of commercial tenants. Developer plans to create twenty-four (24) market rate living units offering efficiency, one and two bedrooms with approximate square footage ranging from 448 to 1,791 square feet.

Based on the analysis of current value of the property, projected value of the property, and review of proposed expenses, TIF District #11 would invest the lesser of eighteen and 43/100ths percent (18.43%) or \$745,185 of the Tax Increment Value as of January 1, 2025, plus interest thereon to support the project.

Staff Recommendation:

The Development Agreement between Oshkosh Investment LLC, Lofgren Properties 6 LLC, and the City of Appleton **BE APPROVED**.

TAX INCREMENT DISTRICT NO. 11 DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the "Agreement") is dated as of the ____ day of _____, 2023, by and among Oshkosh Investment LLC, a Wisconsin limited liability company and Lofgren Properties 6 LLC, a Wisconsin limited liability company ("Developer") and the City of Appleton, a Wisconsin municipal corporation (the "City").

RECITALS

Developer and the City acknowledge the following:

A. Developer owns the real property located 200 West College Avenue, (Parcel 31-2-0263-00) Appleton, WI more particularly described in Exhibit A, attached hereto (hereafter the "Property").

B. The Property is located within the City in Tax Increment District #11 (the "District") which was created in 2017 pursuant to Section 66.1105, Wis. Stats. along with a plan for the redevelopment of the District (the "District Plan") that provides for, among other things, the financial assistance set forth in this Agreement.

C. Subject to obtaining the financial assistance set forth herein, Developer has proposed improvements to the Property to create an approximately one floor lower level entertainment area, one floor of commercial/retail space and two floors consisting of approximately twenty-four (24) market rate living units offering efficiency, one, and two bedrooms with approximate square footage ranging from 448 to 1,791 per unit (the "Project"). All references to the Project include the Property.

D. The City has determined that the Project will spur economic development, expand the City's tax base and create new jobs; that such financial assistance is a Project Cost under the Tax Incremental Law; that the amount of financial assistance provided pursuant to this Agreement is the amount necessary to induce development of the Project; and, that the Project will not proceed without the financial assistance set forth in this Agreement.

E. Subject to obtaining financial assistance as set forth herein, Developer intends to undertake a redevelopment of the property that will increase the value of the Property and provide other tangible benefits to the surrounding neighborhoods and to the City as a whole, consistent with the District Plan. The City finds that this redevelopment of the Property and the fulfillment, generally, of the terms and conditions of this Agreement are in the vital and best interests of the City and its residents and serves a public purpose in accordance with state and local law.

F. The City, pursuant to Common Council Action dated _____, 2023 has approved this Agreement and authorized the execution of this Agreement by the proper City officers on the City's behalf.

G. The Developer has approved this Agreement and authorized the appropriate officers to execute this Agreement on the Developer's behalf.

H. The base value of the Property for purposes of this Agreement, including calculating increment generated by the Project, is Two Million One Hundred Five Thousand Seven Hundred Dollars (\$2,105,700). The Developer estimates the project will create up to an additional Four Million, Forty-four Thousand Three Hundred Dollars (\$4,044,300) in incremental value.

I. All terms that are capitalized but not defined in this Agreement and that are defined under the Tax Increment Law shall have the definitions assigned to such terms by the Tax Increment Law.

AGREEMENT

NOW, THEREFORE, in consideration of the Recitals and the promises and undertakings set forth herein, the parties mutually agree and covenant as follows:

ARTICLE I UNDERTAKINGS OF THE DEVELOPER

1.1 Developer's Project shall include improvements to, and development of, the Property as set forth in Exhibit B that will result in an increase in the Property's assessed value. All aspects of the Project shall be in accordance with all applicable City zoning and building codes, ordinances and regulations.

1.2 Project Costs shall include, without limitation, costs incurred after approval of this agreement for the construction of improvements (including infrastructure improvements), environmental remediation costs, demolition, interior remodeling and development of the project.

1.3 Developer warrants and represents to the City that but for the assistance provided by the City under Article II, herein, Developer would not be able to proceed with the Project.

1.4 Developer and City acknowledge that several of the specific undertakings of the parties may require approvals from directors, boards or the City Council as applicable. The parties' agreements are conditioned upon the obtaining of all such approvals in the manner required by law. The parties cannot assure that all such approvals will be obtained; however, they agree to use their best good faith efforts to obtain them on a timely basis.

ARTICLE II UNDERTAKINGS OF THE CITY

2.1 The City shall appropriate sufficient funds for the performance of the City's obligations under this Agreement.

2.2 City shall cooperate with Developer throughout the Project and shall promptly review and/or process all submissions and applications in accordance with applicable City ordinances.

2.3 Subject to all of the terms, covenants and conditions of this Agreement and applicable provisions of law, and as an inducement by the City to Developer to carry out the Project, upon completion of the Project (which shall be defined as issuance of occupancy permits for all floors of the Project (hereafter "completion")) the City will provide payments to Developer solely from the future Tax Increments (derived from both real and personal property) to assist with

Developer's Project Costs. The City's total payment of Tax Increment Revenue to the Developer shall not exceed the lesser of i) \$745,185 or ii) 18.43% of the Tax Increment Value as of January 1, 2025, plus interest thereon (the "Contribution").

The Contribution will be paid to Developer as follows:

2.3.1 As the sole source for payment of the Contribution, the City agrees to pay the Developer an amount equal to ninety percent (90%) of the Tax Increment Revenue attributable to, and actually received from, the Property during the calendar year.

2.3.2 Payments under this Agreement shall be due in annual installments on August 15 of the calendar year following the first tax year after completion of the Project and continuing on each August 15 thereafter for a period of time described in Sec. 4.2

2.3.3 Interest on the Contribution shall begin to accrue upon completion of the Project. The interest rate on the Contribution shall be lesser of 1) the interest rate paid by the Developer to the primary lender for the Project, as evidenced by the note indicating the loan amount; or, 2) six percent (6%).

2.3.4 The Contribution shall be a special and limited obligation of the City and not a general obligation. Payments shall first apply to accrued interest and then to the principal balance of the Contribution. Unpaid interest in any year shall be added to the principal balance of the Contribution and accrue interest. The City may prepay the Contribution, in its sole discretion, at any time, with no prepayment penalty.

2.4 This Agreement fully evidences the City's obligation to pay the Contribution. No separate instrument will be prepared to evidence the City's obligation to pay the Contribution. The Contribution shall not be included in the computation of the City's statutory debt limitation because the Contribution is limited and conditional and no taxes will be levied or pledged for its payment. Nothing in this Agreement shall be deemed to change the nature of the City's obligation from a limited and conditional obligation to a general obligation.

2.5 The City covenants to Developer that until the Contribution plus interest thereon has been paid in full, the City shall not close the District prior to its statutory expiration date.

2.6 The City shall, upon Developer's request, provide to Developer an accounting of the status of the District including, but not limited to, the outstanding principal balance of the Contribution and annual Tax Increments received from the District.

2.7 Developer hereby acknowledges that, as a result of the special and limited nature of the City's obligation to pay the Contribution, Developer's recovery of the full amount of the Contribution depends on factors including, but not limited to, future mill rates, changes in the assessed value of the Property, the failure of the Property to generate the Tax Increments at the rate expected by Developer, reduction in Tax Increments caused by revenue-sharing, changes in the Tax Increment Law, and other factors beyond the City's and/or Developer's control.

ARTICLE III
PAYMENT OF TAXES

3.1 As long as the District is in existence, the Property and all buildings and improvements thereon shall be owned and taxable for real estate tax and special assessment purposes. The City may waive any or all of the restrictions upon execution of a payment in lieu of taxes (PILOT) agreement on a form acceptable to the City.

3.2 Throughout the duration of this agreement, all ad valorem property taxes properly assessed against the Property will be paid timely and in full.

3.3 In the event that any property owned by Developer within the District becomes exempt from ad valorem property taxes during the life of the District, then for the remaining life of the District, the Developer will make (or cause to be made) annual payments in lieu of taxes in amounts equal to what the ad valorem property taxes would have been for such other property had it not been exempt. If the Developer conveys the Property within the District to any party (related or unrelated), the terms of such sale shall impose as a covenant upon all successor owners of the property the foregoing obligation for payments in lieu of taxes during the life of the District. The City shall be a beneficiary of such covenant and entitled to enforce same against the successor owners.

ARTICLE IV
CONDITIONS TO PAYMENT; TERMINATION OF AGREEMENT

4.1 The City shall have no obligation to pay any portion of the Contribution to Developer unless and until all of the following conditions shall have been met:

4.1.1 The Project's completion on or before December 31, 2024 subject to reasonable extensions, not to exceed six (6) months each, for Force Majeure which shall include, but not be limited to, any delays caused by pandemic or other acts beyond the reasonable control of the Developer. Such extensions shall be by mutual written agreement and, in considering any requested extension, the City and Developer agree that each will act in good faith, cooperate in expeditious and timely approvals, and said extensions shall not be unreasonably withheld, conditioned or delayed by City.

4.1.2 The Property's assessed value is no less than Six Million Dollars (\$6,000,000) on or after January 1, 2025.

4.2 This Agreement, and the City's obligation to make, or continue, any payments of the Contribution, shall terminate when any of the following shall have occurred:

4.2.1 The conditions in Section 4.1 are not met.

4.2.2 The Contribution is paid in full or August 15, 2039, whichever occurs first.

ARTICLE V
CONFLICT OF INTEREST

5.1 No member, officer or employee of the City, during his/her tenure or for one year thereafter, will have or shall have had any interest, direct or indirect, in this Agreement or any proceeds thereof.

ARTICLE VI
WRITTEN NOTICES

6.1 Any written notice required under this Agreement shall be sent to the following individuals:

FOR THE CITY:

City of Appleton
Community and Economic Development Department
100 North Appleton Street
Appleton, WI 54911-4799
Attention: Director

With a copy to:

City of Appleton
City Attorney's Office
100 North Appleton Street
Appleton, WI 54911-4799
Attn: City Attorney

FOR DEVELOPER:

Oshkosh Investment LLC and
Lofgren Properties 6 LLC
202 West Main Street
Sun Prairie, WI 53590

ARTICLE VII
ASSIGNMENT

7.1 No party to this Agreement may assign any of its interest or obligations hereunder without first obtaining the written consent of the other party.

ARTICLE VIII
NO PARTNERSHIP OR VENTURE

8.1 Developer and its contractors or subcontractors shall be solely responsible for the completion of the Project. Nothing contained in this Agreement shall create or effect any partnership, venture or relationship between the City and Developer or any contractor or subcontractor employed by Developer in the construction of the Project.

ARTICLE IX
MISCELLANEOUS

9.1 Under no circumstances shall any officer, official, director, member, manager, commissioner, agent, or employee of City or Developer have any personal liability arising out of this Agreement, and no party shall seek or claim any such personal liability.

9.2 The laws of the State of Wisconsin shall govern this Agreement.

9.3 This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument.

9.4 No modification, alteration, or amendment of this Agreement shall be binding upon any party until such modification, alteration, or amendment is reduced to writing and executed by all parties to this Agreement.

9.5 Any captions or headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any of the provisions of this Agreement.

9.6 If any provisions of this Agreement shall be held or deemed to be inoperative or unenforceable as applied in any particular case in any jurisdiction because it conflicts with any other provision or provisions of this Agreement or any constitution or statute or rule of public policy, or for any other reason, then such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. To the maximum extent possible, this Agreement shall be construed in a manner consistent with the powers of the City, including but not limited to, the City's powers under the Blight Elimination and Slum Clearance Law and the Tax Increment Law, to achieve its intended purpose. Reference is made to Section 66.1333(17) of the Wisconsin Statutes and Chapter 105, Laws of 1975 § 4, which provide that the Blight Elimination and Slum Clearance Law and the Tax Increment Law should be construed liberally to effectuate their purposes.

[Signatures on following pages]

SCHEDULE OF EXHIBITS

- A. Legal Description of Property
- B. Proposed Improvements

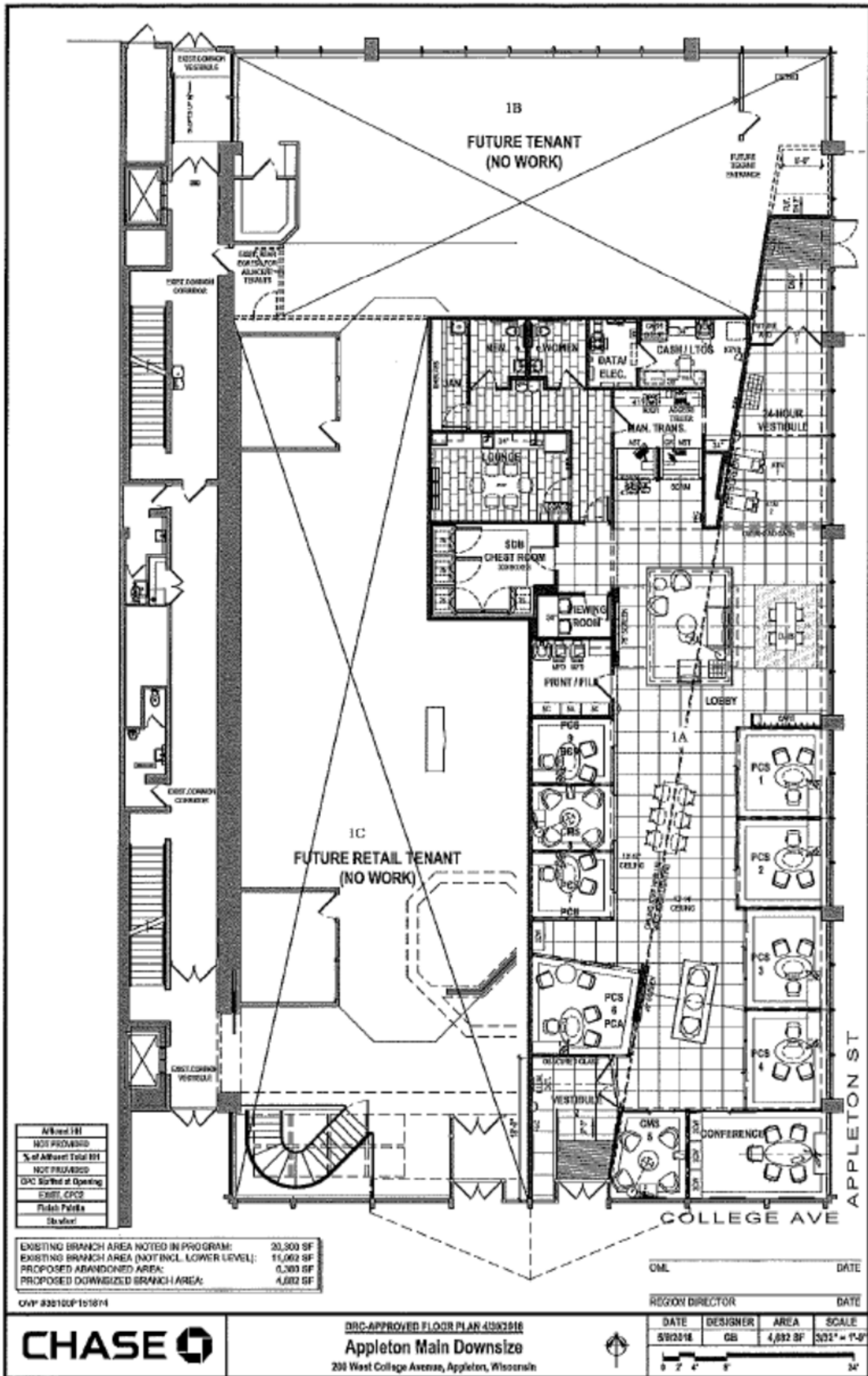
EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

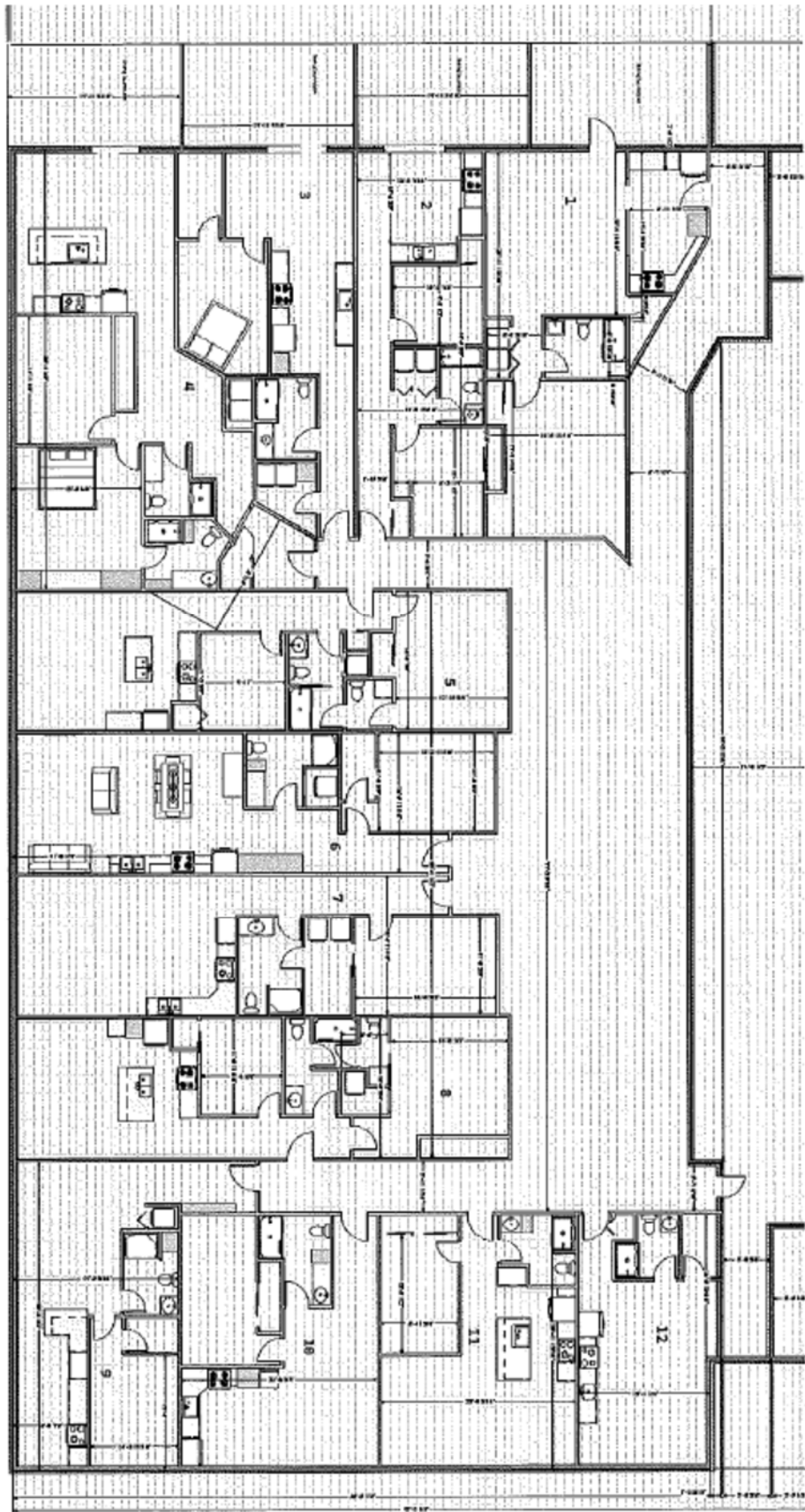
200 West College Avenue
Parcel ID# 31-2-0263-00

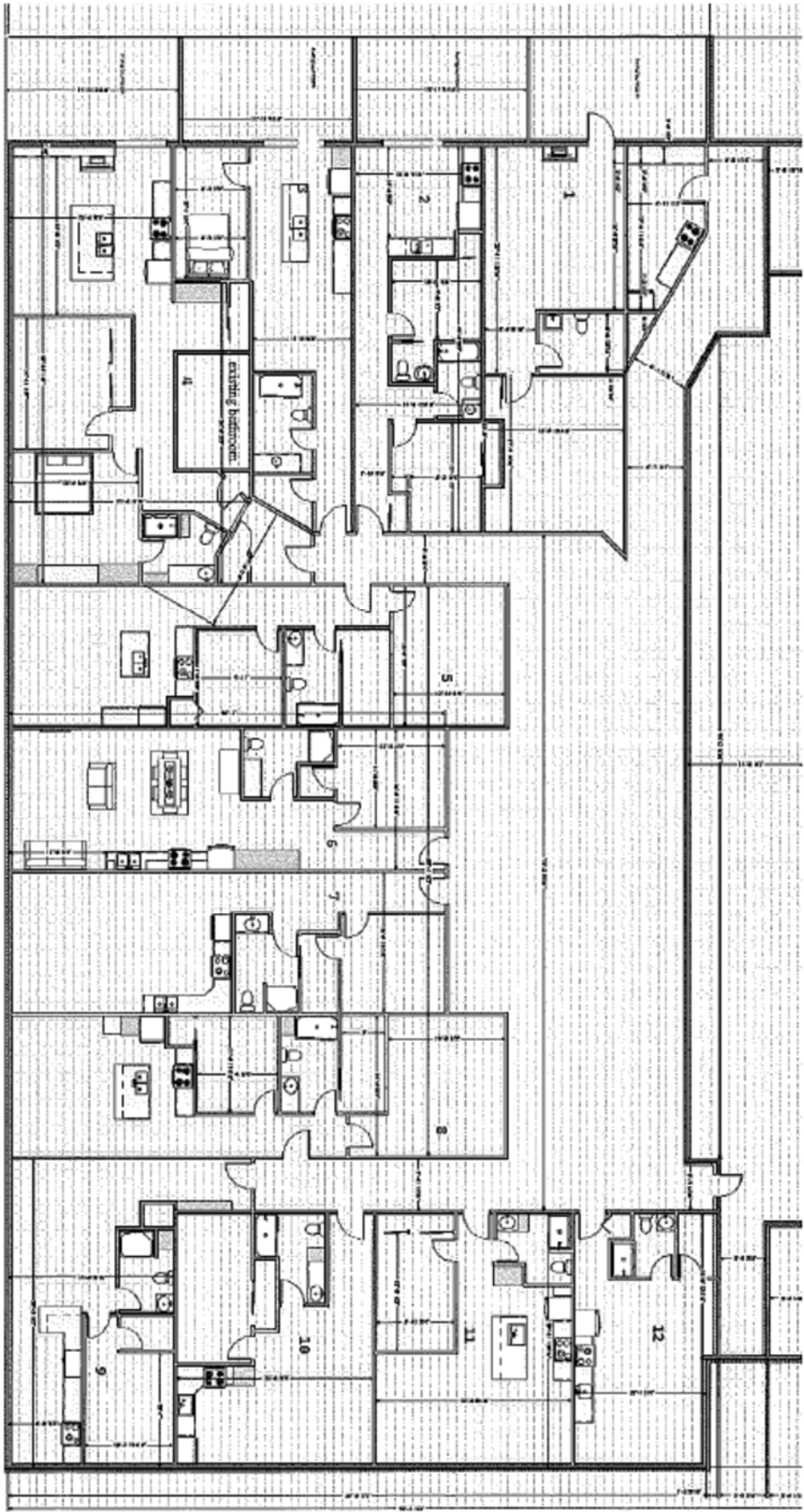
Legal Description
APPLETON PLAT 2WD E12 FT OF S150.17FT OF LOT 7 & LOT 8 LESS N16FT OF W36FT BLK 26 200-0 4 W COLLEGE AV

EXHIBIT B
PROPOSED IMPROVEMENTS



Appleton Floor 2





Appleton-Floor 3



“Meeting 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 Vered Meltzer and Members of the Utilities Committee

From: Utilities Director Chris Shaw

CC: Chris Stempa, Utilities Deputy Director
Kelli Rindt, Enterprise Fund Accounting Manager

Date: December 29, 2022

Re: *Action: Award sole source purchase of Goulds axial flow pump from Crane Engineering in the amount of \$133,876*

BACKGROUND:

The Appleton Wastewater Treatment Plant (AWWTP) utilizes two large axial flow pumps in the solids operations train. These axial flow pumps have reliably operated since the late 1970's to blend post digested sludge to a homogenous state. That state of homogeneity is necessary for dewatering equipment and chemical delivery systems to optimize and reach engineered design conditions.

In November, it was discovered that the impeller on one of the axial flow pumps failed. This failed state makes the pump unusable and AWWTP staff are reduced to operating the remaining pump which reduces overall capacity by 50%. Staff are not able to perform an expedited repair because of the condition of the impeller. A custom fabricated replacement impeller was sought. However, the lead time could be up to 24 weeks and initial indication was that they would not warranty the replacement part because of the age and absence of existing equipment design drawings that would otherwise be relied upon to replicate fabricated parts.

A direct replacement axial flow pump was found available through Crane Engineering (Crane). Crane is the authorized distributor of this pump in Wisconsin. They provided a quote for a 5 month lead time, stainless steel pump (\$133,876).

The Utilities Department consulted Mayor Woodford regarding emergency purchase authorization because of the critical nature of this pump to wastewater treatment operations, the unique nature of the equipment, and the long lead time of even an expedited purchase. Mayor Woodford granted emergency purchased authorization of a cancellation expense of 15 percent of the purchase cost should the committee choose not to authorize the purchase. In

short, this approval under emergency authorization, will allow for a shorter lead time on the pump. As such, a purchase order submitted to Crane on Thursday, December 29, 2022. Notably, this pump failure was prior to the polymer incident on December 26, 2022.

RECOMMENDATION:

The Utilities Department is seeking authorization to procure the stainless-steel pump sole source from Crane Engineering in the amount of \$133,876. It should be noted that there is a cancellation fee associated with this purchase. If this purchase was denied by the Utilities Committee or Common Council, The Utilities Department would be subject to \$20,081 fee or 15% of the original purchase price.

If you have any questions regarding the project or the associated change order, please contact Chris Shaw at 832-2362.



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

To: Chairperson Vered Meltzer and Members of the Utilities Committee
From: Chris Stempa, Utilities Deputy Director
CC: Utilities Director Chris Shaw
 Kelli Rindt, Enterprise Fund Accounting Manager
Date: January 6, 2023
Re: *Action: Award axial flow sludge blending pump impeller repair contract to August Winter and Sons in the amount of \$23,000 with a 15% contingency of \$3,450 for a total to not exceed \$26,450*

BACKGROUND:

The Appleton Wastewater Treatment Plant (AWWTP) utilizes two large axial flow pumps in the solids operations train. These axial flow pumps have reliably operated since the late 1970's to blend post digested sludge to a homogenous state. In November 2022, the impeller on one of the axial flow pumps failed making it unusable. Four companies were asked to submit quotes for the repair of the failed impeller. Lead time is a critical consideration because of the 50% loss of overall blending capacity. Noteworthy is that the lead time of a new replacement pump (separate memorandum, dated December 29, 2022) is 5-months. Only two of the four firms that were contacted provided quotes. Reasons cited included the age of the equipment, questions or concerns pertaining to the repair in the absence of explicit design drawings, and/or the short lead time desired by the city.

Table 1: Quote Summary

Company	Quote	Estimated Lead Time
August Winter and Sons	\$23,000	2-3 weeks
Sabel Mechanical	\$24,555 \$31,915	10-weeks 6-weeks (expedited)
Staab Construction	Did not Quote	
EMNOR	Did not Quote	

RECOMMENDATION:

Approval of the axial flow pump impeller repair contract to August Winter and Sons, Inc. in the amount of \$23,000 with a 15% contingency of \$3,450 for a total not to exceed \$26,450.

If you have any questions regarding the project or the associated change order, please contact Chris Stempa at 832-2353.

1-23

AN ORDINANCE AMENDING CHAPTER 23 OF THE MUNICIPAL CODE OF THE CITY OF APPLETON AND THE OFFICIAL ZONING MAP WHICH IS A PART THEREOF, BY MAKING THE FOLLOWING CHANGES IN THE DISTRICT AS NOW PROVIDED.

(City Plan Commission 1-18-2023)

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

Section 1: That Zoning Ordinance, Chapter 23 of the Municipal Code of the City of Appleton and the Official Zoning Map, which is a part thereof, is amended by making the following changes:

To rezone lands located at 1208 North Oneida Street, including the adjacent one-half (1/2) right-of-way of N. Oneida Street, from C-2 General Commercial District to R-2 Two-Family District. (Rezoning #5-22 – 1208 N. Oneida St.)

LEGAL DESCRIPTION:

DAVID KIMBALLS ADDN 6W D N60FT OF LOT 5 BLK 19 LESS DOC #1873750 FOR R/W, CITY OF APPLETON, OUTAGAMIE COUNTY, WISCONSIN AND INCLUDING TO THE MIDPOINT OF THE ADJACENT RIGHT-OF-WAY. TAX ID NUMBER 31-6-0329-00.

COMMON DESCRIPTION:

1208 North Oneida Street, including the adjacent one-half (1/2) right-of-way of N. Oneida Street

Section 2: This Ordinance shall be in full force and effect from and after its passage and publication, and upon its passage and publication the Director of Community and Economic Development is authorized and directed to make the necessary changes to the Official Zoning Map in accordance with this Ordinance.

AN ORDINANCE AMENDING SECTION 23-205(b)(2) OF CHAPTER 23 OF THE MUNICIPAL CODE OF THE CITY OF APPLETON, RELATING TO GENERAL PROVISIONS; OFFICIAL MAPS AND REVISIONS; OFFICIAL MAPS BASED ON OTHER STUDIES.

(City Plan Commission – 1-18-2023)

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

Section 1: That Section 23-205(b)(2) of Chapter 23 of the Municipal Code of the City of Appleton, relating to general provisions; official maps and revisions; official maps based on other studies, is hereby amended to read as follows:

Sec. 23-205. General provisions.

(b) ***Official maps and revisions.*** The boundaries of all floodplain districts are designated as A, AE, AH, AO or A1-30 on the maps based on the Flood Insurance Study (FIS) listed below. Any change to the base flood elevations (BFE) or any changes to the boundaries of the floodplain or floodway in the FIS or on the Flood Insurance Rate Map (FIRM) must be reviewed and approved by the DNR and FEMA through the Letter of Map Change process (see Division 8 *Amendments*) before it is effective. No changes to RFE's on non-FEMA maps shall be effective until approved by the DNR. These maps and revisions are on file in the office of the Department of Public Works, City of Appleton. If more than one map or revision is referenced, the most restrictive information shall apply.

(2) ***Official maps based on other studies.*** Any maps referenced in this section must be approved by the DNR and be more restrictive than those based on the FIS at the site of the proposed development.

a. LOMR – Case #11-05-7670P, Floodway and Floodplain revisions between Flood Insurance Study (FIS) Cross Section AW to BA, Outagamie County Flood Insurance Rate Map (FIRM) panels 55087C0318D and 55087C0319D, dated July 22, 2010. This reflects changes on the Fox River from just downstream of the Private Middle Dam to approximately 250 feet upstream of the Appleton Upper Dam.

b. LOMR – Case #13-05-7920P, Floodplain revisions between Flood Insurance Study (FIS) Cross Section AN to AM, Outagamie County Flood Insurance Rate panels 55087C0319D, dated July 22, 2010. This reflects changes along the south side of the Fox River from the College Avenue Bridge to approximately 850 feet

downstream.

- c. LOMR – Case #17-05-1963P. Floodplain revisions on Outagamie County Flood Insurance Study (FIS) AAL Tributary Cross Section C, Outagamie County Flood Insurance Rate Map (FIRM) panel 55087C0336D, effective September 29, 2017. This reflects changes along the AAL Tributary from just downstream of Lightning Drive to approximately 200 feet upstream of East Glenhurst Lane.
- d. LOMR – Case #17-05-3854P. Floodplain revisions to Outagamie County Flood Insurance Study (FIS) Fox River Cross Section AS through AW, Outagamie County Flood Insurance Rate Map (FIRM) panel 55087C0319D, effective February 16, 2018. This reflects changes along the Fox River from just upstream of railroad to just downstream of South Oneida Street.
- e. LOMR – Case #20-05-2300P. Floodplain revisions to Outagamie County Flood Insurance Study (FIS) Apple Creek North Cross Section H through J, Outagamie County Flood Insurance Rate Map (FIRM) panel 55087C0328D, effective July 22, 2010. This reflects changes along Apple Creek North from approximately 1,440 feet downstream of Harrier Lance to approximately 160 feet downstream of Ballard Road.
- f. LOMR – Case #21-05-2374P. Floodplain revisions to Outagamie County Flood Insurance Study (FIS) Apple Creek Northeast Cross Section H through I, Outagamie County Flood Insurance Rate Map (FIRM) panel 55087C0328D, effective January 27, 2023. This reflects changes along Apple Creek Northeast from approximately 700 feet downstream of Rubyred Drive to approximately 350 feet downstream of French Road.
- g. CLOMR – Case #21-05-3029R. Floodplain revisions to Outagamie County Flood Insurance Study (FIS) AAL Tributary from just upstream of East Glenhurst Lane to approximately 500 feet upstream of Everbreeze Circle, Outagamie County Flood Insurance Rate Map (FIRM) panel 55087C0336D, effective November 1, 2021.
- h. Kensington Pond Dam Failure analysis approved by the Department of Natural Resources on January 7, 2008, including:
 - 1. Map dated July 2007 and titled “Figure 2, City of Appleton, Kensington Pond Dam Break Analysis, Hydraulic Shadow” (Hydraulic Shadow boundary from Cross Section 0.001 to 4.84).

2. Floodway data table dated 8/28/2007 and titled “Table F-10, Maximum Water Surface Elevations, Kensington Pond Dam Break Analysis, City of Appleton”.
 3. Flood profiles dated 7/10/2007 and titled “Figure 3, Maximum Water Surface Profiles” (Hydraulic Shadow profile from Garners Creek Sta 0 to Sta 25000). Revisions made as a result of DNR review and received from Pete Neuberger via email 2/23/2021.
- i. Outagamie County Flood Storage District Map Panel 1 of 2 approved by Wisconsin Department of Natural Resources and dated January 20, 2016. Prepared by DNR, approved by DNR.

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