



City of Appleton

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

Meeting Agenda - Final Common Council

Wednesday, March 15, 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
[23-0231](#) Common Council Meeting Minutes of March 1, 2023

Attachments: [CC Minutes 3-1-23.pdf](#)

- G. BUSINESS PRESENTED BY THE MAYOR
- H. PUBLIC PARTICIPATION
- I. PUBLIC HEARINGS
[23-0253](#) Public Hearing on Special Resolution 1-P-23; Concrete Pavement,
Driveway Aprons, and Sidewalk Construction
Amethyst Drive (Bluetopaz Dr to Aquamarine Dr)
Amethyst Drive (Providence Ave (w/o) to Bluetopaz Dr)
Bluetopaz Dr (Providence Ave (w/o) to Amethyst Dr)

Attachments: [1-P-23 Public Hearing Notice.pdf](#)

- [23-0255](#) Public Hearing on Special Resolution 2-P-23; Sanitary Laterals, Storm Laterals, and Storm Main
Alice St (Drew St to Union St)
Linwood Ave (College Ave to Summer Ave)
Rankin St (College Ave to Alton St)
Summit St (Packard St to Elsie St)
Summit St (Prospect Ave to Fourth St)
Attachments: [2-P-23 Public Hearing Notice.pdf](#)

J. SPECIAL RESOLUTIONS

- [23-0254](#) Final Resolution 1-P-23; Concrete Pavement, Sidewalk Construction, and Driveway Aprons

Attachments: [Final Resolution 1-P-23 Concrete Paving Sidewalks and Aprons.pdf](#)

- [23-0256](#) Final Resolution 2-P-23; Sanitary Laterals, Storm Laterals, and Storm Main

Attachments: [Final Resolution 2-P-23 Sanitary Laterals, Storm Laterals, Storm Main.pdf](#)

K. ESTABLISH ORDER OF THE DAY

L. COMMITTEE REPORTS

1. MINUTES OF THE MUNICIPAL SERVICES COMMITTEE

2. MINUTES OF THE SAFETY AND LICENSING COMMITTEE

- [23-0201](#) License Transfer of the Class "B" Beer and "Class B" Liquor License for Grand Meridian Inc d/b/a Grand Meridian, Christopher M Vandeyacht, Agent, located at 2621 N Oneida St, contingent upon approval from the Finance, Fire and Inspections departments.

Attachments: [License Transfer - Grand Meridian.pdf](#)

Legislative History

3/8/23	Safety and Licensing Committee	recommended for approval
--------	--------------------------------	--------------------------

3. MINUTES OF THE CITY PLAN COMMISSION

4. MINUTES OF THE PARKS AND RECREATION COMMITTEE

5. MINUTES OF THE FINANCE COMMITTEE

[23-0229](#)

Request to award the 2023 AWWTP Hardscape Renovation Project contract to Vinton Construction Co., Inc. in the amount of \$499,980.65 with a 12% contingency of \$60,000 for a project total not to exceed \$559,980.65, along with the following budget amendment:

2023 AWWTP Roof Replacement Project	- \$150,000
2023 AWWTP Hardscape Renovation Project	+ \$150,000

To adjust for the increased cost of the project.

Attachments: [2023 AWWTP Hardscapes Repairs with Budget transfer.pdf](#)

Legislative History

3/6/23 Finance Committee recommended for approval

[23-0230](#)

Request to award Unit A-23 Concrete Paving to Vinton Construction Co., Inc. in the amount of \$5,331,314.05 with a 2% contingency of \$106,626.28 for a project total not to exceed \$5,437,940.33 (ATTACHMENTS), contingent upon approval of the following:

- Postpone new concrete paving on Amethyst Drive (Bluetopaz Dr. to Aquamarine Dr.) to 2024 and re-budget funds in 2024.
- Reallocate \$200,000 from our 2023 Lightning Drive stream crossing/pond construction project and re-budget these funds in 2024.

Budget Amendment TIF 11:

Debt Proceeds	+\$ 1,025,000
Infrastructure Construction	+\$ 1,025,000

To amend the project costs within TIF 11 and increase the 2023 General Obligation debt issue for the same amount.

Attachments: [Attachement - Finance Committee - 3-06-23 - Award Memo and Request for Bu Award of Contract Unit A-23.pdf](#)

Legislative History

3/6/23 Finance Committee recommended for approval

[23-0234](#) Request to award Unit B-23 Asphalt Pavement Reconstruction to Vinton Construction Co., Inc. in the amount of \$684,731.28 with a 4% contingency of \$27,500 for a project total not to exceed \$712,231.28. (ATTACHMENT), contingent upon approval of the following:

- Postpone asphalt paving on Helen Street (Pauline St. to Glendale Ave.) to 2024 and re-budget funds in 2024.

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

Legislative History

3/6/23 Finance Committee recommended for approval

[23-0235](#) Request to award Unit C-23 Sidewalk Sawcutting to ASTI Sawing, Inc. in an amount not to exceed \$30,000. (ATTACHMENT)

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

Legislative History

3/6/23 Finance Committee recommended for approval

6. MINUTES OF THE COMMUNITY AND ECONOMIC DEVELOPMENT COMMITTEE

[23-0209](#) Request to approve staff entering a written agreement with Urbane 115, LLC, pursuant to Section 4.1.1 of the Development Agreement (Phase I), to extend the completion date to November 30, 2023 and grant staff authority to administratively approve an additional six (6) month extension to May 31, 2024, if warranted, for a mixed-use development located on the southeast corner of E. Washington Street and S. Oneida Street (Tax Id #31-2-0281-01) in Tax Increment Financing District No. 11

Attachments: [Urbane 115 LLC Ph 1 DA Extension of Terms Memo to CEDC 3-8-23.pdf](#)
[Request from Merge-Urbane 115 for Phase 1 Completion Extension.pdf](#)
[1st Amendment to Merge-Urbane 115 Development Agreement Recorded_Ph 1](#)
[Merge Conway TIF #11 Development Agreement Recorded Ph 1.pdf](#)

Legislative History

3/8/23 Community & Economic Development Committee recommended for approval

[23-0210](#)

Request to approve an agreement between the City of Appleton and Urbane 115 LLC to memorialize responsibilities for the Community Development Investment (CDI) grant awarded by the Wisconsin Economic Development Corporation (WEDC) for the redevelopment located at 115 E. Washington Street (Tax Id #31-2-0281-01)

Attachments: [Urbane 115 LLC CDI Grant Agreement Memo to CEDC 3-8-23.pdf](#)
[CDI Grant Administration Agrm-Urbane 115+City of Appleton.pdf](#)
[Contract for Execution-CDI Grant-WEDC+City of Appleton.pdf](#)
[WEDC_CDI Grant_Urbane 115 LLC_Memo to CEDC 9-28-22.pdf](#)
[Resolution #2022-07 WEDC_CDI Grant_Urbane 115 LLC_SIGNED.pdf](#)

Legislative History

3/8/23	Community & Economic Development Committee	recommended for approval
--------	--	--------------------------

[23-0211](#)

Request to approve the City of Appleton increase its current selling prices for business/industrial park land and hold option fees as described in the attached documents

Attachments: [Business-Industrial Park Land Value Memo to CEDC 3-8-23.pdf](#)
[Exhibit A-Ind Land Sales Comparison.pdf](#)
[Exhibit B-Ind Land Sales Ask Price Comparison.pdf](#)
[Southpoint Commerce Park Map 2-23.pdf](#)

Legislative History

3/8/23	Community & Economic Development Committee	recommended for approval
--------	--	--------------------------

7. MINUTES OF THE UTILITIES COMMITTEE[23-0216](#)

Approve 2022 Annual Stormwater Report to DNR

Attachments: [2022 MS4 Annual report w attachments.pdf](#)

Legislative History

3/7/23	Utilities Committee	recommended for approval
--------	---------------------	--------------------------

[23-0217](#)

Award of Unit K-23 Native Landscape Management Contract to NES Ecological Services - A Division of Robert. Lee & Associates, in an amount not to exceed \$215,000.

Attachments: [K-23 Contract Award Util Memo FINAL 03-01-2023.pdf](#)

Legislative History

3/7/23	Utilities Committee	recommended for approval
--------	---------------------	--------------------------

8. MINUTES OF THE HUMAN RESOURCES & INFORMATION TECHNOLOGY COMMITTEE

[23-0218](#) Request for Over Hire of Residential Building Inspector Position.

Attachments: [Overhire Memo 3-1-23.pdf](#)

Legislative History

3/8/23	Human Resources & Information Technology Committee	recommended for approval
--------	--	--------------------------

9. MINUTES OF THE FOX CITIES TRANSIT COMMISSION

10. MINUTES OF THE BOARD OF HEALTH

M. CONSOLIDATED ACTION ITEMS

N. ITEMS HELD

O. ORDINANCES

[23-0252](#) Ordinance #13-23

Attachments: [Ordinances to Council 3-15-23.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.

**We are currently experiencing intermittent issues/outages with our audio/video equipment. Meeting live streams and recordings are operational but unreliable at times. This is due to delays in receiving necessary system hardware components. We continue to look for solutions in the interim and we hope to have these issues resolved soon.*



City of Appleton

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

Meeting Minutes - Final Common Council

Wednesday, March 1, 2023

7:00 PM

Council Chambers

A. CALL TO ORDER

The meeting was called to order by Mayor Woodford at 7:05 p.m.

B. INVOCATION

The Invocation was offered by Alderperson Meltzer.

C. PLEDGE OF ALLEGIANCE TO THE FLAG

D. ROLL CALL OF ALDERPERSONS

Present: 11 - Alderperson William Siebers, Alderperson Vered Meltzer, Alderperson Israel Del Toro, Alderperson Denise Fenton, Alderperson Joss Thyssen, Alderperson Alex Schultz, Alderperson Vaya Jones, Alderperson Nate Wolff, Alderperson Sheri Hartzheim, Alderperson Chad Doran and Mayor Jake Woodford

Excused: 5 - Alderperson Brad Firkus, Alderperson Katie Van Zeeland, Alderperson Maiyoua Thao, Alderperson Kristin Alfheim and Alderperson Christopher Croatt

E. ROLL CALL OF OFFICERS AND DEPARTMENT HEADS

All Departments were represented.

F. APPROVAL OF PREVIOUS COUNCIL MEETING MINUTES

[23-0177](#)

Common Council Meeting Minutes of February 15, 2023

Attachments: [CC Minutes 2-15-23.pdf](#)

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

Aye: 10 - Alderperson William Siebers, Alderperson Vered Meltzer, Alderperson Israel Del Toro, Alderperson Denise Fenton, Alderperson Joss Thyssen, Alderperson Alex Schultz, Alderperson Vaya Jones, Alderperson Nate Wolff, Alderperson Sheri Hartzheim and Alderperson Chad Doran

Excused: 5 - Alderperson Brad Firkus, Alderperson Katie Van Zeeland, Alderperson Maiyoua Thao, Alderperson Kristin Alfheim and Alderperson Christopher Croatt

Abstained: 1 - Mayor Jake Woodford

G. BUSINESS PRESENTED BY THE MAYOR

[23-0203](#)

Proclamations:

- MS Awareness Week
- Be Active Wisconsin
- Colorectal Cancer Awareness Month

Attachments:

[MS Awareness Week Proclamation.pdf](#)

[Be Active Wisconsin Month Proclamation.pdf](#)

[Colorectal Cancer Awareness Month Proclamation.pdf](#)

H. PUBLIC PARTICIPATION

There was no one signed up to speak during Public Participation.

I. PUBLIC HEARINGS

J. SPECIAL RESOLUTIONS

K. ESTABLISH ORDER OF THE DAY

L. COMMITTEE REPORTS

Balance of the action items on the agenda.

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

Aye: 10 - Aldersperson William Siebers, Aldersperson Vered Meltzer, Aldersperson Israel Del Toro, Aldersperson Denise Fenton, Aldersperson Joss Thyssen, Aldersperson Alex Schultz, Aldersperson Vaya Jones, Aldersperson Nate Wolff, Aldersperson Sheri Hartzheim and Aldersperson Chad Doran

Excused: 5 - Aldersperson Brad Firkus, Aldersperson Katie Van Zeeland, Aldersperson Maiyoua Thao, Aldersperson Kristin Alfheim and Aldersperson Christopher Croatt

Abstained: 1 - Mayor Jake Woodford

1. MINUTES OF THE MUNICIPAL SERVICES COMMITTEE

[23-0148](#)

Preliminary Resolution 1-P-23 for Concrete Pavement, Driveway Aprons and Sidewalk Construction be adopted and refer the matter to the Finance Committee to determine the assessment rate.

Attachments: [1-P-23 Concrete Paving Sidewalks and Aprons.pdf](#)

This Report Action Item was approved.

[23-0149](#)

Preliminary Resolution 2-P-23 for Sanitary Laterals, Storm Laterals and Storm Main Construction be adopted and refer the matter to the Finance Committee to determine the assessment rate.

Attachments: [2-P-23 Sanitary Laterals, Storm Laterals, Storm Main.pdf](#)

This Report Action Item was approved.

[23-0151](#)

Complete Streets / Ped Study: Consultant Scope Approval.

Attachments: [Complete Streets-Ped Study-Consultant Scope Approval.pdf](#)

This Report Action Item was approved.

[23-0152](#)

Approve on-street parking changes on the 900 block of E John St in conjunction with the proposed Eagle Ridge Condominium development.

Attachments: [John St 900E Parking Change \(Eagle Ridge Condos\).pdf](#)

This Report Action Item was approved.

2. MINUTES OF THE SAFETY AND LICENSING COMMITTEE

[23-0098](#)

Class "B" Beer and "Class B" Liquor License Change of Agent application for McGregors LLC d/b/a The Dirty Leprechaun, Sara J Hoks, New Agent, located at 343 W College Ave.

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

This Report Action Item was approved.

[23-0202](#)

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

Attachments: [Dennis Elliott S&L.pdf](#)

This Report Action Item was approved.

3. MINUTES OF THE CITY PLAN COMMISSION

4. MINUTES OF THE PARKS AND RECREATION COMMITTEE

5. MINUTES OF THE FINANCE COMMITTEE

[23-0066](#)

Request to award the 2023 Vosters Park Redevelopment Project contract to Triple P Inc, dba Peters Concrete Co. in the amount of \$97,000 with a 15% contingency of \$14,550, for a project total not to exceed \$111,550.

Attachments: [Vosters Park Redevelopment Project.pdf](#)

This Report Action Item was approved.

[23-0170](#)

Request to approve Finance Committee Report 1-P-23 for Concrete Pavement, Sidewalk Construction and Driveway Aprons.

Attachments: [Report 1-P-23.pdf](#)

This Report Action Item was approved.

[23-0172](#)

Request to approve Finance Committee Report 2-P-23 for Sanitary Laterals, Storm Laterals and Storm Main.

Attachments: [Report 2-P-23.pdf](#)

This Report Action Item was approved.

[23-0173](#)

Request to award Unit Y-23 Lead/Galvanized Water Service Replacement to Scott Lamers Construction, LLC in an amount not to exceed \$500,000.

Attachments: [Unit Y-23.pdf](#)

This Report Action Item was approved.

[23-0174](#)

Request to approve Bulkley Dunton Publishing Group's request for refund of 2022 personal property taxes, located at 3120 N Marshall Rd, Appleton, WI (parcel 31-1-99-1219-10)

Attachments: [Request for refund of personal property taxes.pdf](#)

This Report Action Item was approved.

6. MINUTES OF THE COMMUNITY AND ECONOMIC DEVELOPMENT COMMITTEE

7. MINUTES OF THE UTILITIES COMMITTEE

8. MINUTES OF THE HUMAN RESOURCES & INFORMATION TECHNOLOGY COMMITTEE

9. MINUTES OF THE FOX CITIES TRANSIT COMMISSION

[23-0156](#)

Request to approve Acceptance of Federal Transit Administration FY 2021 American Rescue Plan Act (ARP) grants of \$3,370,750 and \$32,147 and Coronavirus Response and Relief Supplemental Appropriations Act (CRSSAA) grant of \$32,146

Attachments: [ARPA - CRSSAA Grant Acceptance memo.pdf](#)

This Report Action Item was approved.

[23-0157](#)

Authorization to Award Whitman Facility Remodel Phase 1 Construction Project to SMA Construction Services LLC

Attachments: [Memo for Whitman Phase 1 Construction Contract.pdf](#)

[Appleton Valley Transit 2 20 2023.pdf](#)

This Report Action Item was approved.

[23-0158](#)

Request to approve Submittal of Applications for Fiscal Year 2023 Federal 5339 (b) Funds for \$12,000,000 for the Whitman Facility Remodel Phase 2 and \$25,254,700 for the Downtown Appleton Joint Development Project

Attachments: [FCTC 5339 Grant application memo 2023.pdf](#)

This Report Action Item was approved.

10. MINUTES OF THE BOARD OF HEALTH

M. CONSOLIDATED ACTION ITEMS

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

S. ADJOURN

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

Aye: 10 - Aldersperson William Siebers, Aldersperson Vered Meltzer, Aldersperson Israel Del Toro, Aldersperson Denise Fenton, Aldersperson Joss Thyssen, Aldersperson Alex Schultz, Aldersperson Vaya Jones, Aldersperson Nate Wolff, Aldersperson Sheri Hartzheim and Aldersperson Chad Doran

Excused: 5 - Aldersperson Brad Firkus, Aldersperson Katie Van Zeeland, Aldersperson Maiyoua Thao, Aldersperson Kristin Alfheim and Aldersperson Christopher Croatt

Abstained: 1 - Mayor Jake Woodford

Kami Lynch, City Clerk

NOTICE OF PUBLIC HEARING ON SPECIAL ASSESSMENTS

(Final Resolution 1-P-23)

PLEASE TAKE NOTICE THAT the Common Council hereby declares its intention to exercise its powers under Section 66.0703, Wisconsin Statutes, to levy special assessments upon property within the following described area for benefits conferred upon such property by improvement of the following area.

CONCRETE PAVEMENT, SIDEWALK CONSTRUCTION AND DRIVEWAY APRONS

- Amethyst Dr (Bluetopaz Dr to Aquamarine Dr)
- Amethyst Dr (Providence Ave (w/o) to Bluetopaz Dr)
- Bluetopaz Dr (Providence Ave (w/o) to Amethyst Dr)

The assessment area consists of all property fronting upon both sides of the named streets from intersection to intersection or point to point described herewith including the full width of said intersection of said limits.

The Report of the Finance Committee showing preliminary and/or Final Plans and Specifications, estimated cost of improvements, schedule of proposed assessments is on file in the Department of Public Works, Fifth Floor, 100 North Appleton Street, Appleton, WI 54911. Please call 832-5592 to discuss specific questions or amounts to be assessed to your property or to view said documents, Monday through Friday, between the hours of 7:30 A.M. to 3:00 P.M.

You are further notified that the Common Council will hear all persons interested or their agents or attorneys concerning matters contained in the final resolution authorizing such improvements and assessments at a regular meeting of the Common Council to be held on **March 15, 2023 at 7:00 P.M.** or as soon thereafter as can be heard, in the Council Chambers at the City Hall, 100 North Appleton Street, Appleton, Wisconsin. All objections will be considered at said hearing and thereafter the amount of the assessments will be finally determined.

March 2, 2023

RUN: March 6, 2023

KAMI LYNCH, City Clerk

REASONABLE ACCOMMODATIONS FOR PERSONS WITH DISABILITIES WILL BE MADE UPON REQUEST AND IF FEASIBLE.

NOTICE OF PUBLIC HEARING ON SPECIAL ASSESSMENTS
(Final Resolution 2-P-23)

PLEASE TAKE NOTICE THAT the Common Council hereby declares its intention to exercise its powers under Section 66.0703, Wisconsin Statutes, to levy special assessments upon property within the following described area for benefits conferred upon such property by improvement of the following area.

SANITARY LATERALS, STORM LATERALS AND STORM MAIN

- Alice St (Drew St to Union St)
- Linwood Ave (College Ave to Summer Ave)
- Rankin St (College Ave to Alton St)
- Summit St (Packard St to Elsie St)
- Summit St (Prospect Ave to Fourth St)

The assessment area consists of all property fronting upon both sides of the named streets from intersection to intersection or point to point described herewith including the full width of said intersection of said limits.

The Report of the Finance Committee showing preliminary and/or Final Plans and Specifications, estimated cost of improvements, schedule of proposed assessments is on file in the Department of Public Works, Fifth Floor, 100 North Appleton Street, Appleton, WI 54911. Please call 832-5592 to discuss specific questions or amounts to be assessed to your property or to view said documents, Monday through Friday, between the hours of 7:30 A.M. to 3:00 P.M.

You are further notified that the Common Council will hear all persons interested or their agents or attorneys concerning matters contained in the final resolution authorizing such improvements and assessments at a regular meeting of the Common Council to be held on **March 15, 2023 at 7:00 P.M.** or as soon thereafter as can be heard, in the Council Chambers at the City Hall, 100 North Appleton Street, Appleton, Wisconsin. All objections will be considered at said hearing and thereafter the amount of the assessments will be finally determined.

March 2, 2023

RUN: March 6, 2023

KAMI LYNCH, City Clerk

REASONABLE ACCOMMODATIONS FOR PERSONS WITH DISABILITIES WILL BE MADE UPON REQUEST AND IF FEASIBLE.

RESOLUTION 1-P-23

FINAL RESOLUTION DECLARING INTENT TO EXERCISE SPECIAL ASSESSMENT POWERS UNDER SECTION 66.0703 (7) (a), WISCONSIN STATUTES OF 2019-2020.

WHEREAS, the Common Council of the City of Appleton, Wisconsin, held a Public Hearing at the Council Chambers in City Hall at 7:00 P.M. on the 15th day of March, 2023, for the purpose of hearing all interested persons concerning the proposed improvements and construction in the following streets or portion of streets:

CONCRETE PAVEMENT, SIDEWALK CONSTRUCTION AND DRIVEWAY APRONS

- Amethyst Dr (Bluetopaz Dr to Aquamarine Dr)
- Amethyst Dr (Providence Ave (w/o) to Bluetopaz Dr)
- Bluetopaz Dr (Providence Ave (w/o) to Amethyst Dr)

And has heard all persons desiring an audience at such hearing.

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Appleton as follows:

1. That the report of the Finance Committee pertaining to the construction of the above described public improvements including plans and specifications therefor, is hereby adopted and approved.
2. That the Finance Committee is directed to advertise for bids to carry out the work of such improvement in accordance with the report of the Finance Committee.
3. That payment for said improvements be made by assessing the cost to the property benefited as indicated in said report.
4. The schedule of proposed assessments made under the police power and the amount assessed against each parcel are true and correct and are hereby confirmed.
5. That the assessment for all projects included on said report are hereby combined as a single assessment but any interested property owner shall be entitled to object to each assessment separately or both assessments jointly for any purpose or purposes.
6. The assessment against any parcel may be paid to the Finance Department on receipt of Special Assessment Notice by one of the following:
 - a. In cash, or if entered on the Tax Roll.
 - b. One installment, if the assessment is \$1000 or less.
 - c. In five equal installments, if the assessment is greater than \$1000;Deferred payment will bear an interest at the rate of 8.5% per annum on the unpaid balance.
7. The City Clerk is directed to publish this resolution in the Appleton Post Crescent, the Official Newspaper of the City.
8. The Clerk is further directed to mail a copy of this resolution to every affected property owner whose name appears on the assessment roll and whose post office address is known or can with diligence be ascertained.

Jacob A. Woodford, Mayor

ATTEST:

Kami Lynch, City Clerk

Adopted: March 15, 2023
Published: March 20, 2023

RESOLUTION 2-P-23

FINAL RESOLUTION DECLARING INTENT TO EXERCISE SPECIAL ASSESSMENT POWERS UNDER SECTION 66.0703 (7) (a), WISCONSIN STATUTES OF 2019-2020.

WHEREAS, the Common Council of the City of Appleton, Wisconsin, held a Public Hearing at the Council Chambers in City Hall at 7:00 P.M. on the 15th day of March, 2023, for the purpose of hearing all interested persons concerning the proposed improvements and construction in the following streets or portion of streets:

SANITARY LATERALS, STORM LATERALS AND STORM MAIN

- Alice St (Drew St to Union St)
- Linwood Ave (College Ave to Summer Ave)
- Rankin St (College Ave to Alton St)
- Summit St (Packard St to Elsie St)
- Summit St (Prospect Ave to Fourth St)

And has heard all persons desiring an audience at such hearing.

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Appleton as follows:

1. That the report of the Finance Committee pertaining to the construction of the above described public improvements including plans and specifications therefor, is hereby adopted and approved.
2. That the Finance Committee is directed to advertise for bids to carry out the work of such improvement in accordance with the report of the Finance Committee.
3. That payment for said improvements be made by assessing the cost to the property benefited as indicated in said report.
4. The schedule of proposed assessments made under the police power and the amount assessed against each parcel are true and correct and are hereby confirmed.
5. That the assessment for all projects included on said report are hereby combined as a single assessment but any interested property owner shall be entitled to object to each assessment separately or both assessments jointly for any purpose or purposes.
6. The assessment against any parcel may be paid to the Finance Department on receipt of Special Assessment Notice by one of the following:
 - a. In cash, or if entered on the Tax Roll.
 - b. One installment, if the assessment is \$1000 or less.
 - c. In five equal installments, if the assessment is greater than \$1000;Deferred payment will bear an interest at the rate of 8.5% per annum on the unpaid balance.
7. The City Clerk is directed to publish this resolution in the Appleton Post Crescent, the Official Newspaper of the City.
8. The Clerk is further directed to mail a copy of this resolution to every affected property owner whose name appears on the assessment roll and whose post office address is known or can with diligence be ascertained.

Jacob A. Woodford, Mayor

ATTEST:

Kami Lynch, City Clerk

Adopted: March 15, 2023
Published: March 20, 2023

Retail License Transfer – Person to Person

Application for transfer of license under Section 125.04(12)(b), Wis. Stats., for the sale of fermented malt beverages or intoxicating liquor or both from one person to another during the license year only, under the following circumstances:

- ①. Death of licensee
2. Formal bankruptcy (Chapter 7)
3. Assignment for the benefit of creditors
4. Foreclosure

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

To the City Council
 Village Board of Appleton County of Outagamie, Wisconsin.
 Town Board

A request is being filed applying for the transfer of the Class B license from

Kenneth G. Vandeyacht
(Name of Licensee)

To the: 1. Michelle M. Vandeyacht, P.R.
(Personal Representative or Surviving Spouse)

2. _____
(Trustee in Bankruptcy)

3. _____
(Receiver – Benefit of Creditors)

4. _____
(Receiver – Court Appointed – Foreclosure)

on or about 02/11/2023
(Date)

a. Address of premises 2621 N Oneida St Appleton, WI 54911

b. Trade name of establishment The Grand Meridian, Inc

The municipal clerk must amend the license or issue a new one to reflect the transfer. The municipality may require completion of Forms AT-106 and AT-103 by the transferee.

SALE OR ASSIGNMENT BY TRANSFEREE:

If the business is sold or assigned, the license may be transferred to the successor owner or assignee at no charge if the person is qualified to hold a license and is acceptable to the governing body. In this case, an original alcohol beverage license application should be completed.

Original Alcohol Beverage Retail License Application

(Submit to municipal clerk.)

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

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

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

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

Applicant's Wisconsin Seller's Permit Number <u>456-0002260947-03</u>	
FEIN Number <u>02-0726780</u>	
TYPE OF LICENSE REQUESTED	FEE
<input type="checkbox"/> Class A beer	\$
<input checked="" type="checkbox"/> Class B beer	\$
<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	\$
TOTAL FEE	\$

Name (individual / partners give last name, first, middle; corporations / limited liability companies give registered name)
Grand Meridian, Inc.

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>Vandeyacht</u>	(First) <u>Michelle</u>	(Middle Name) <u>Marie</u>	Home Address (Street, City or Post Office, & Zip Code) <u>206 Edwards St. combined Locks WI 54113</u>
Vice President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Secretary / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Treasurer / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Agent Last Name <u>Vandeyacht</u>	(First) <u>Christopher</u>	(Middle Name) <u>Michael</u>	Home Address (Street, City or Post Office, & Zip Code) <u>830 W. Lake St #222, Sheboygan WI 53081</u>
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

1. Trade Name Grand Meridian Business Phone Number (920) 968-2621
 2. Address of Premises 2621 N. Omeida Street 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.)
see attached

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

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? Kenneth Vandeyacht

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
Christopher Vandeyacht, proposed new agent, is actively completing the 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 2005 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>Vandeyacht Christopher M</u>	Title/Member <u>Agent</u>	Date <u>02/11/2023</u>
Signature- <u>[Signature]</u>	Phone Number <u>(920) 284-1335</u>	Email Address <u>CVandeyacht@Jonsenville.com</u>

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <u>02/16/2023</u>	Date reported to council / board	Date provisional license issued	Signature of Clerk / Deputy Clerk
Date license granted	Date license issued	License number issued	

Question 3. Description of the building, and areas of the building, where alcoholic beverages will be sold and stored

The facility which is located at 2621 North Oneida Street is 100' wide and 134' 8" long. It is 13,400 sq. ft. and consists of a 20' x 100 ft kitchen on the west end of the building. Alcohol will be used and stored in the kitchen. To the west of the kitchen there is a walk in cooler where alcohol will be stored.

There is 1 large banquet hall that can be transformed into 2 smaller ones, adjacent and to the east of the kitchen, the overall dimensions of the banquet room are 100' x 77' 7" .. There is one bar that can be converted into 2 separate bars when the room is transformed into 2. alcohol will be stored & served and consumed in this room.

To the east of the banquet room is a corridor area measuring approximately 7' wide by 100' long. It is divided in the middle by a walk in cooler measuring 7' wide by 8' long. This cooler is an area where alcohol will be stored. Alcohol will also be consumed in this corridor area.

East of the corridor is a common foyer and public entrance to the facility. It also consists of two women's bathrooms, 2 men's bathrooms and a coat room. The overall dimensions of this area are 25' 6" wide by 100' long. This foyer area is an area where alcohol will be consumed.

Above the corridor is a mezzanine with an office area which will be used for storage of alcohol and records.

On the south side of the building adjacent to the kitchen is a cater staging & storage area. With an outside patio connected to the east. The storage area will be an area that alcohol will be stored and served to the guests who are using the patio. The patio is an area where alcohol will be served and consumed.

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

Submit to municipal clerk.

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

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

The undersigned duly authorized officer/member/manager of Grand Meridian, Inc.
(Registered Name of Corporation / Organization or Limited Liability Company)

a corporation/organization or limited liability company making application for an alcohol beverage license for a premises known as The Grand Meridian, Inc
(Trade Name)

located at 2621 ~~#~~ N. Oneida ST, Appleton, WI 54911

appoints Christopher M Vandevacht
(Name of Appointed Agent)
830 N Water ST #322 Sheboygan, WI 53081
(Home Address of Appointed Agent)

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

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

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

How long immediately prior to making this application has the applicant agent resided continuously in Wisconsin? 7 years

Place of residence last year 830 N Water ST Apt 322 Sheboygan, WI 53081

For: The Grand Meridian
(Name of Corporation / Organization / Limited Liability Company)

By: Susan D. James
(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, Christopher M Vandevacht
(Print / Type Agent's Name), hereby accept this appointment as agent for the

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.

Chris Vandevacht 02/11/2023 Agent's age 37
(Signature of Agent) (Date)
830 N Water ST, Apt 322, Sheboygan, WI 53081 Date of birth 06/04/1985
(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)



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

**PARKS, RECREATION & FACILITIES
MANAGEMENT**

Dean R. Gazza, Director

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

TO: Finance Committee

FROM: Dean R. Gazza

DATE: 3/6/2023

RE: Action: Award the City of Appleton's "2023 AWWTP Hardscape Renovation Project" contract to Vinton Construction Co., Inc. in the amount of \$499,980.65 with a contingency of 12% for a project total not to exceed \$559,980.65.

Action: Approve budget transfer of \$150,000 from the "2023 AWWTP Roof Replacement Project" to "2023 AWWTP Hardscape Renovation Project."

The 2023 Capital Improvement Plan includes \$450,000 for the 2023 Hardscape Renovation Project at the Appleton Wastewater Treatment Plant. Of that amount, \$36,000 has been allocated to design leaving a balance of \$414,000 for construction. The 2022 Hardscapes project was split into two phases because of the capital cost and was spread over two budget years. Phase one was completed in 2022 and this request is for completing phase two. This project includes replacing the access road across from F2-Building, pavement in front of the B-Building, and new stormwater collection structures. The recommendations for repairs were determined by our consulting engineer after a hardscape audit was completed at the site. The 2023 unit costs bid higher than what was estimated due to the current market conditions and has caused the need for the requested budget transfer.

The bids were received as follows:

Vinton Construction Co., Inc. (low bid)	\$499,980.65
Peters Concrete Company	\$503,068.60

We are requesting a budget transfer from the 2023 AWWTP Roofing Project. During the design phase of the 2023 AWWTP Roofing Project, the project scope needed to be modified and the estimated project cost after the scope modifications came in over the allocated budget. After thorough design and cost estimates are completed in 2023, we are planning to re-budget for the needed roof repairs in the 2024 capital budget.

Our Design Consultant has written the City of Appleton a formal letter of recommendation to award the contract to Vinton Construction Co., Inc. The Parks, Recreation, and Facilities

Management Department has also reviewed the bids and is in agreement with the Design Consultant's recommendation. Therefore, we recommend awarding the contract to Vinton Construction Co., Inc. in the amount of \$499,980.65 plus a contingency of 12% only to be utilized as needed.

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



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

**DEPARTMENT OF PUBLIC WORKS - Engineering Division
MEMO**

TO: Members of the Finance Committee
FROM: Ross Buetow, Deputy Director of Public Works / City Engineer
SUBJECT: Contract Awards - Unit A-23 Concrete Paving / Unit B-23 Asphalt Paving
DATE: March 6, 2023

The Engineering Division has opened bids for Units A-23 and B-23, our two large pavement reconstruction projects for 2023. These projects are funded through a combination of general fund, TIF, utility, and borrowed funding accounts. After reviewing the bid totals for both projects, we have identified several accounts where bid amounts exceeded approved budget allocations.

A summary of the funding deficiencies is included below:

Unit A-23 Concrete Paving:

- Account 4010 (Subdivision) (\$259,000)

To address this funding deficiency, we request approval to postpone new concrete paving on Amethyst Drive (Bluetopaz Dr. to Aquamarine Dr.) to 2024 and re-budget funds in 2024.

- Account 4142 (TIF#11) (\$730,000)
- Account 4240 (DPW Capital) (\$180,000)
- Account 17014 (Concrete Reconstruction) (\$90,000)
- Account 17015 (sidewalk Construction) (\$25,000)

To address these funding deficiencies, we request a Budget Amendment authorizing an additional \$1,025,000 in 2023 spending authority in the TIF#11 business unit (4142). All of the accounts and dollar amounts listed above apply to streets within the approved TIF#11 funding boundary. Staff from the Finance Department and Community/Economic Development have been consulted and have confirmed that the overall TIF#11 funding plan can accommodate this request.

- Account 5230 (Storm Capital) (\$200,000)

To address this funding deficiency, we request approval to reallocate \$200,000 from our 2023 Lightning Drive stream crossing/pond construction project and re-budget these funds in 2024. Construction of the Lightning Drive improvements will span both 2023 and 2024.

Unit B-23 Asphalt Paving:

- Account 17016 (Asphalt Reconstruction) (\$36,000)
- Account 17015 (Sidewalk Construction) (\$4,000)

To address this funding deficiency, we request approval to postpone asphalt paving on Helen Street (Pauline St. to Glendale Ave.) to 2024 and re-budget funds in 2024.

Contingent upon the approval of the items listed above, we recommend:

- Award Unit A-23 Concrete Paving to Vinton Construction Company in the amount of \$5,331,314.05 with a ~2% contingency of \$106,626.28 for a project total not to exceed \$5,437,940.33.
- and –
- Award Unit B-23 Asphalt Pavement Reconstruction to Vinton Construction Company in the amount of \$684,731.28 with a ~4% contingency of \$27,500.00 for a project total not to exceed \$712,231.28.

Thank you for your consideration.

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 A-23 Concrete Pavement

Be awarded to:

Name: Vinton Construction Company
Address: 2705 N. Rapids Road
Manitowoc, WI 54221

In the amount of : \$5,331,314.05

With a 2.0% % contingency of : \$106,626.28

For a project total not to exceed : \$5,437,940.33

**** OR ****

In an amount Not To Exceed : _____

Budget: \$5,485,000.00
Estimate: \$5,200,000.00
Committee Date: 03/06/23
Council Date: 03/15/23

Bid Tabulation

A-23 Concrete Pavement

02/13/2023 01:45 PM CST

Bid Item	Item Description	Quantity	Unit	Vinton Construction Company	
				Unit Price	Item Total
1	F&I 7" PLAIN CONC PVMT	16,002	SY	\$41.72	\$667,603.44
2	F&I 8" 3-DAY HIGH EARLY CONC PVMT	400	SY	\$63.05	\$25,220.00
3	F&I 8" DOWLED CONC PVMT	18,622	SY	\$58.05	\$1,081,007.10
4	F&I 8" DOWLED COLORED CONC PVMT	1,507	SY	\$119.88	\$180,659.16
5	F&I 3" ASPHALT PAVEMENT	247	SY	\$43.23	\$10,677.81
6	F&I 12" STONE BASE	22,733	SY	\$11.50	\$261,429.50
7	EXCAVATION	14,016	CY	\$21.00	\$294,336.00
8	F&I GEOGRID	21,473	SY	\$2.50	\$53,682.50
9	FINE GRADING	15,679	SY	\$2.00	\$31,358.00
10	EXCAVATE AND HAUL CONTAM. SOIL	100	TON	\$0.01	\$1.00
11	F&I EXTRA STONE BASE	250	TON	\$14.00	\$3,500.00
12	F&I 6" CONC PEDESTRIAN CURB & GUTTER	150	LF	\$37.00	\$5,550.00
13	F&I 30" CONC CURB & GUTTER	190	LF	\$44.00	\$8,360.00
14	F&I 7" CONC DRIVEWAY APRON	2,895	SF	\$8.30	\$24,028.50
15	F&I 5" CONC DRIVEWAY APRON	18,675	SF	\$7.35	\$137,261.25
16	F&I 7" CONC SIDEWALK	3,760	SF	\$8.30	\$31,208.00
17	F&I 5" CONC SIDEWALK	64,755	SF	\$7.85	\$508,326.75
18	F&I 5" COLORED & STAMPED CONC SIDEWALK	31,390	SF	\$9.85	\$309,191.50
19	F&I 4" CONC SIDEWALK	5,430	SF	\$6.80	\$36,924.00
20	F&I 7" CONC HANDICAP RAMP	7,370	SF	\$8.95	\$65,961.50
21	F&I TRUNCATED DOME	1,277	SF	\$43.00	\$54,911.00
22	F&I RUBBERIZED MEMBRANE WATERPROOFING	1,410	SF	\$12.00	\$16,920.00
23	F&I 7" PRIVATE CONC DRIVEWAY	100	SF	\$8.30	\$830.00
24	F&I 5" PRIVATE CONC DRIVEWAY	3,810	SF	\$7.50	\$28,575.00
25	F&I 3" PRIVATE ASPHALT DRIVEWAY	5,700	SF	\$5.90	\$33,630.00
26	CONCRETE PAVEMENT REMOVAL	15,874	SY	\$4.50	\$71,433.00
27	ASPHALT PAVEMENT REMOVAL	19,712	SY	\$2.55	\$50,265.60
28	CONCRETE CURB & GUTTER REMOVAL	530	LF	\$5.00	\$2,650.00
29	ASP/CONC DRIVEWAY APRON REMOVAL	11,229	SF	\$0.60	\$6,737.40
30	ASP/CONC HC RAMP REMOVAL	2,563	SF	\$1.50	\$3,844.50
31	ASP/CONC SIDEWALK REMOVAL	53,518	SF	\$0.95	\$50,842.10
32	PRIVATE CONC DRIVE REMOVAL	3,044	SF	\$0.95	\$2,891.80
33	PRIVATE ASP DRIVE REMOVAL	10,044	SF	\$0.95	\$9,541.80
34	FULL DEPTH SAWCUT	5,785	LF	\$3.00	\$17,355.00
35	DRILL TIE BARS	202	EA	\$8.00	\$1,616.00
36	DRILL DOWEL BARS	297	EA	\$16.00	\$4,752.00
37	F&I TERRACE RESTORATION	15,615	SY	\$8.75	\$136,631.25
38	F&I SEED, FERTILIZER & TYPE A EROSION MAT	15,615	SY	\$2.50	\$39,037.50
39	INSTALL TREE GRATE	71	EA	\$1,065.00	\$75,615.00
40	F&I TYPE D INLET PROTECTION	99	EA	\$120.00	\$11,880.00
41	F&I PIPE BOLLARD, TYPE A	11	EA	\$675.00	\$7,425.00
42	F&I PIPE BOLLARD, TYPE B	5	EA	\$675.00	\$3,375.00
43	ADJ STO MH CASTING	59	EA	\$25.00	\$1,475.00
44	ADJ SAN MH CASTING	36	EA	\$25.00	\$900.00
45	ADJ INLET CASTING	32	EA	\$25.00	\$800.00
46	REMOVE INLET/MH & MAIN/LEAD	39	EA	\$642.31	\$25,050.09
47	ABANDON INLET/LEAD	28	EA	\$445.00	\$12,460.00
48	F&I 48" STORM MH	68	VF	\$817.35	\$55,579.80
49	F&I SANITARY MH CASTING ONLY	6	EA	\$471.00	\$2,826.00
50	F&I STORM MH CASTING ONLY	6	EA	\$451.00	\$2,706.00
51	F&I "E" INLET CASTING ONLY	14	EA	\$695.00	\$9,730.00
52	F&I "C" INLET CASTING ONLY	10	EA	\$707.00	\$7,070.00
53	F&I "C" INLET W/CASTING	13	EA	\$3,800.00	\$49,400.00

Bid Tabulation

A-23 Concrete Pavement

02/13/2023 01:45 PM CST

Bid Item	Item Description	Quantity	Unit	Vinton Construction Company	
				Unit Price	Item Total
54	F&I "E" INLET W/CASTING	32	EA	\$3,762.00	\$120,384.00
55	F&I YARD DRAIN	2	EA	\$2,437.00	\$4,874.00
56	F&I 12" STORM INLET MAIN/LEAD	1,180	LF	\$118.85	\$140,243.00
57	F&I 6" PERFORATED UNDERDRAIN	130	LF	\$24.65	\$3,204.50
58	F&I 6" STORM LATERAL	125	LF	\$72.90	\$9,112.50
59	STORM LATERAL HOOK-UP	5	EA	\$435.00	\$2,175.00
60	F&I 6" MINI SEWER	40	LF	\$65.00	\$2,600.00
61	F&I 6" STORM RISER	20	LF	\$65.00	\$1,300.00
62	CONNECT SUMP PUMP	2	EA	\$300.00	\$600.00
63	F&I SAN MH SEAL -(0"-12")	15	EA	\$450.00	\$6,750.00
64	F&I SAN MH SEAL - (12"-18")	13	EA	\$700.00	\$9,100.00
65	F&I SAN MH SEAL - (18"+)	8	EA	\$791.00	\$6,328.00
66	REMOVE EXISTING PAVEMENT MARKING	425	LF	\$2.00	\$850.00
67	REMOVE EXISTING PAVEMENT MARKING ARROWS/SYMBOLS	4	EA	\$150.00	\$600.00
68	PAVEMENT MARKING (EPOXY) (4")	7,266	LF	\$0.75	\$5,449.50
69	PAVEMENT MARKING (EPOXY) (6") (BIKE LANES)	2,080	LF	\$0.90	\$1,872.00
70	PAVEMENT MARKING (EPOXY) (6") (CROSSWALKS)	180	LF	\$7.50	\$1,350.00
71	PAVEMENT MARKING (EPOXY) (8")	300	LF	\$1.25	\$375.00
72	PAVEMENT MARKING (EPOXY) (12")	345	LF	\$11.85	\$4,088.25
73	PAVEMENT MARKING (EPOXY) (18")	361	LF	\$16.25	\$5,866.25
74	PAVEMENT MARKING (INLAID EPOXY) (18")	2,405	LF	\$28.75	\$69,143.75
75	PAVEMENT MARKINGS (EPOXY) (YIELD TRIANGLE 24" x 36")	28	EA	\$25.20	\$705.60
76	PAVEMENT MARKINGS (EPOXY) (ARROWS/SYMBOLS/WORDS)	75	EA	\$275.00	\$20,625.00
77	CONDUIT NONMETAL, SCH80 1.5"	5,437	LF	\$10.50	\$57,088.50
78	CONDUIT NONMETAL, SCH80 2"	10,346	LF	\$12.60	\$130,359.60
79	CONDUIT NONMETAL, SCH80 3"	100	LF	\$16.80	\$1,680.00
80	CONDUIT SPECIAL, 2"	201	LF	\$31.50	\$6,331.50
81	PULL BOXES, NON-CONDUCTIVE, 18" X 36"	5	EA	\$1,575.00	\$7,875.00
82	PULL BOXES, NON-CONDUCTIVE, 24" X 42"	38	EA	\$1,943.00	\$73,834.00
83	CONCRETE BASE, TYPE 2	10	EA	\$1,207.00	\$12,070.00
84	CONCRETE BASE, TYPE 5	3	EA	\$1,103.00	\$3,309.00
85	CONCRETE BASE, CITY, TYPE PT	86	EA	\$1,234.00	\$106,124.00
86	CONCRETE BASE, CITY, TYPE PT-SPECIAL	1	EA	\$2,362.00	\$2,362.00
87	CONCRETE BASE, CITY, TYPE A, 14 1/4" BOLT CIRCLE	6	EA	\$1,460.00	\$8,760.00
88	METER PEDESTAL, ELECTRICAL SERVICE	1	EA	\$1,943.00	\$1,943.00
89	CONCRETE BASES, CABINET BASEMENT	1	EA	\$3,412.00	\$3,412.00
90	REMOVE EXISTING CONCRETE BASE	38	EA	\$263.00	\$9,994.00
91	REMOVE EXISTING PULL BOX	5	EA	\$131.25	\$656.25
92	INSTALL CITY FURNISHED POLES, CONCRETE, 15 FT	84	EA	\$997.50	\$83,790.00
93	INSTALL CITY FURNISHED POLES, CONCRETE, 27.5 FT	4	EA	\$1,312.50	\$5,250.00
94	INSTALL CITY FURNISHED ELECTRICAL WIRE, 10 AWG	19,632	LF	\$1.05	\$20,613.60
95	INSTALL CITY FURNISHED TREY CABLE, 3 COND., 12 AWG	8,608	LF	\$1.05	\$9,038.40
96	INSTALL CITY FURNISHED TREY CABLE, 2 COND., 10 AWG	8,608	LF	\$1.05	\$9,038.40
97	INSTALL CITY FURNISHED TREY CABLE, 2 COND., 8 AWG	8,608	LF	\$1.05	\$9,038.40
98	INSTALL CITY FURNISHED FIBER OPTIC CABLE, 24-COUNT	800	LF	\$2.10	\$1,680.00
99	INSTALL CITY FURNISHED ETHERNET CABLE, CAT6	1,756	LF	\$1.05	\$1,843.80
100	LOOP DETECTOR LEAD-IN CABLE	49	LF	\$1.60	\$78.40
101	LOOP DETECTOR CONDUIT	58	LF	\$6.30	\$365.40
102	LOOP DETECTOR WIRE	180	LF	\$0.70	\$126.00
103	F&I TEMPORARY MAILBOX	57	EA	\$100.00	\$5,700.00
104	NOTIFY PROPERTY OWNERS	1	LS	\$2,500.00	\$2,500.00
105	F&I TRAFFIC CONTROL	1	LS	\$71,250.00	\$71,250.00

Total Bid:

\$5,598,749.45

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 B-23 Asphalt Pavement Reconstruction

Be awarded to:

Name: Vinton Construction Company
Address: 2705 N. Rapids Road
Manitowoc, WI 54221

In the amount of : \$684,731.28
With a 4.0% % contingency of : \$27,500.00
For a project total not to exceed : \$712,231.28

**** OR ****

In an amount Not To Exceed : _____

Budget: \$779,000.00
Estimate: \$750,000.00
Committee Date: 03/06/23
Council Date: 03/15/23

Bid Tabulation

B-23 Asphalt Pavement Reconstruction

02/27/2023 01:45 PM CST

Bid Item	Item Description	Quantity	Unit	Vinton Construction Company		Peters Concrete Company	
				Unit Price	Item Total	Unit Price	Item Total
1	Furnish & Install 8" Plain Concrete Pavement	125	sq yds	\$79.50	\$9,937.50	\$79.50	\$9,937.50
2	Furnish & Install 8" Doweled Concrete Pavement	25	sq yds	\$84.50	\$2,112.50	\$84.50	\$2,112.50
3	Furnish & Install 8" 3-Day High Early Concrete Pavement	25	sq yds	\$91.75	\$2,293.75	\$91.75	\$2,293.75
4	Furnish & Install 12" Stone Base	5,600	sq yds	\$12.60	\$70,560.00	\$10.33	\$57,848.00
5	Excavation	2,425	cu yds	\$20.49	\$49,688.25	\$22.43	\$54,392.75
6	Furnish & Install Geogrid	5,750	sq yds	\$1.88	\$10,810.00	\$1.55	\$8,912.50
7	Furnish & Install Extra Stone Base	250	ton	\$13.00	\$3,250.00	\$14.00	\$3,500.00
8	Furnish & Install 30" Concrete Curb & Gutter	2,775	lin ft	\$17.95	\$49,811.25	\$17.95	\$49,811.25
9	Furnish & Install 30" Concrete Curb & Gutter--SPOT	2,550	lin ft	\$53.40	\$136,170.00	\$53.97	\$137,623.50
10	Furnish & Install 36" Concrete Curb & Gutter (12" Curb Head)	340	lin ft	\$48.00	\$16,320.00	\$48.00	\$16,320.00
11	Furnish & Install 7" Concrete Driveway Apron	1,325	sq ft	\$7.00	\$9,275.00	\$7.00	\$9,275.00
12	Furnish & Install 5" Concrete Driveway Apron	5,910	sq ft	\$6.25	\$36,937.50	\$6.25	\$36,937.50
13	Furnish & Install 7" Concrete Sidewalk	420	sq ft	\$8.00	\$3,360.00	\$8.00	\$3,360.00
14	Furnish & Install 5" Concrete Sidewalk	3,375	sq ft	\$6.25	\$21,093.75	\$6.25	\$21,093.75
15	Furnish & Install 4" Concrete Sidewalk	15,975	sq ft	\$5.95	\$95,051.25	\$5.95	\$95,051.25
16	Furnish & Install 7" Concrete Handicap Ramp	1,925	sq ft	\$7.55	\$14,533.75	\$7.55	\$14,533.75
17	Furnish & Install Truncated Dome	332	sq ft	\$32.00	\$10,624.00	\$32.00	\$10,624.00
18	Furnish & Install 7" Private Concrete Driveway	50	sq ft	\$8.00	\$400.00	\$8.00	\$400.00
19	Furnish & Install 5" Private Concrete Driveway	60	sq ft	\$7.00	\$420.00	\$7.00	\$420.00
20	Concrete Pavement Removal	150	sq yds	\$9.45	\$1,417.50	\$8.00	\$1,200.00
21	Asphalt Pavement Removal	5,575	sq yds	\$4.00	\$22,300.00	\$2.25	\$12,543.75
22	Concrete Curb & Gutter Removal	5,225	lin ft	\$3.50	\$18,287.50	\$2.25	\$11,756.25
23	Asphalt & Concrete Driveway Apron Removal	6,900	sq ft	\$1.30	\$8,970.00	\$1.24	\$8,556.00
24	Asphalt & Concrete Handicap Ramp Removal	1,825	sq ft	\$1.08	\$1,971.00	\$0.75	\$1,368.75
25	Asphalt & Concrete Sidewalk Removal	19,425	sq ft	\$1.10	\$21,367.50	\$1.63	\$31,662.75
26	Private Concrete Drive Removal	75	sq ft	\$2.00	\$150.00	\$2.00	\$150.00
27	Private Asphalt Drive Removal	65	sq ft	\$2.00	\$130.00	\$2.00	\$130.00
28	Full Depth Saw Cut	3,230	lin ft	\$2.75	\$8,882.50	\$2.25	\$7,267.50
29	Saw Cut Curb Head	15	lin ft	\$50.00	\$750.00	\$50.00	\$750.00
30	Furnish & Install Drill Tie Bars	550	each	\$8.00	\$4,400.00	\$8.00	\$4,400.00
31	Furnish & Install Terrace Restoration	2,775	sq yds	\$7.75	\$21,506.25	\$9.48	\$26,307.00
32	Furnish & Install Seed, Fertilizer, & Mulch	2,775	sq yds	\$2.50	\$6,937.50	\$1.80	\$4,995.00
33	Adjust Storm Manhole Casting	15	each	\$5.00	\$75.00	\$675.00	\$10,125.00
34	Adjust Sanitary Manhole Casting	15	each	\$5.00	\$75.00	\$675.00	\$10,125.00
35	Adjust Inlet Casting	35	each	\$5.00	\$175.00	\$5.00	\$175.00
36	Furnish & Install 48" Storm Manhole	10	vert ft	\$250.00	\$2,500.00	\$500.00	\$5,000.00
37	Furnish & Install Sanitary Manhole Casting Only	5	each	\$100.00	\$500.00	\$500.00	\$2,500.00
38	Furnish & Install Storm Manhole Casting Only	5	each	\$100.00	\$500.00	\$500.00	\$2,500.00
39	Furnish & Install "C" Inlet Casting Only	5	each	\$100.00	\$500.00	\$750.00	\$3,750.00
40	Furnish & Install "E" Inlet Casting Only	5	each	\$100.00	\$500.00	\$750.00	\$3,750.00
41	Furnish & Install "C" Inlet w/Casting	5	each	\$1,000.00	\$5,000.00	\$3,000.00	\$15,000.00
42	Furnish & Install "E" Inlet w/Casting	5	each	\$1,000.00	\$5,000.00	\$3,000.00	\$15,000.00
43	Furnish & Install 12" Storm Sewer Inlet Lead	20	lin ft	\$80.00	\$1,600.00	\$90.00	\$1,800.00
44	Furnish & Install 15" Storm Sewer Inlet Lead	20	lin ft	\$90.00	\$1,800.00	\$100.00	\$2,000.00
45	Furnish & Install 6" Storm Lateral/Mini Sewer/Riser	50	lin ft	\$30.00	\$1,500.00	\$30.00	\$1,500.00
46	Furnish & Install 12" Storm Sewer	50	lin ft	\$50.00	\$2,500.00	\$60.00	\$3,000.00
47	Furnish & Install 10" Storm Sewer	20	lin ft	\$50.00	\$1,000.00	\$60.00	\$1,200.00
48	Furnish & Install 6" Storm Sewer	20	lin ft	\$28.00	\$560.00	\$30.00	\$600.00
49	Connect Sump Pump	5	each	\$20.00	\$100.00	\$25.00	\$125.00
50	Connect Mini Storm Sewer	5	each	\$20.00	\$100.00	\$25.00	\$125.00
51	Remove Inlet/Manhole	5	each	\$100.00	\$500.00	\$100.00	\$500.00
52	Abandon Inlet/Lead	5	each	\$100.00	\$500.00	\$150.00	\$750.00
53	Furnish & Install Sanitary Manhole Chimney Seal - (0" - 12")	5	each	\$5.00	\$25.00	\$455.00	\$2,275.00
54	Furnish & Install Sanitary Manhole Chimney Seal - (12" - 18")	15	each	\$10.00	\$150.00	\$570.00	\$8,550.00
55	Furnish & Install Sanitary Manhole Chimney Seal - (18"+)	5	each	\$20.00	\$100.00	\$650.00	\$3,250.00
56	Furnish & Install D.O.T. "D-HR" Inlet Protection	50	each	\$10.00	\$500.00	\$100.00	\$5,000.00
57	Notify Property Owners	1	lump sum	\$31,200.00	\$31,200.00	\$24,200.00	\$24,200.00
58	Furnish & Install Traffic Control	1	lump sum	\$8,000.00	\$8,000.00	\$8,000.00	\$8,000.00
59	Excavate & Haul Contaminated Soil	500	ton	\$0.01	\$5.00	\$0.01	\$5.00

Total Bid:

\$724,683.25

\$776,339.00



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

**DEPARTMENT OF PUBLIC WORKS - Engineering Division
MEMO**

TO: Members of the Finance Committee
FROM: Ross Buetow, Deputy Director of Public Works / City Engineer
SUBJECT: Award of Contract - Unit C-23 Sidewalk Sawcutting
DATE: March 6, 2023

The Department of Public Works has an annual program for sidewalk sawcutting, which allows us to eliminate potential trip hazards and extend the life of our sidewalks without having to remove and replace individual sidewalk blocks. Due to the specialized equipment required to perform the work, we have historically received only one bid each year.

In an effort to improve the efficiency of procuring these services (for both the City and potential bidders), our 2021 bid documents requested pricing for a three-year period (2021 through 2023). Bids were opened on March 22, 2021 and one bid was received from ASTI Sawing, Inc. (see attached bid summary).

The 2021 bid prices provided by ASTI Sawing showed reasonable increases for work to be performed in 2022 and 2023. To date, ASTI Sawing has demonstrated excellent performance during the first two years of this 3-year bid period.

Therefore, we recommend award of Unit C-23 Sidewalk Sawcutting to ASTI Sawing, Inc. in an amount not to exceed \$30,000.00 (our approved 2023 budget). This is the final year of the original three-year bid period.

Thank you for your consideration.

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 C-23 Sidewalk Sawcutting

Be awarded to:

Name: ASTI Sawing, Inc.
Address: 7454 HWY 18-151
Barneveld, WI 53507

In the amount of : _____

With a _____ % contingency of : _____

For a project total not to exceed : _____

**** OR ****

In an amount Not To Exceed : _____ \$30,000.00

Budget: _____ \$30,000.00

Estimate: _____

Committee Date: _____ 03/06/23

Council Date: _____ 03/15/23

Bid Tabulation

Units C-21, C-22, C-23 (Three year agreement)

03/22/2021 01:45 PM CDT

Bid Item	Description	Quantity	Unit	ASTI Sawing, Inc.	
				Unit Price	Item Total
1	2021 Sawcut Sidewalk	1700	inch-ft	\$14.95	\$25,415.00
2	2021 Sawcut Sidewalk (Miscellaneous Locations)	400	inch-ft	\$19.25	\$7,700.00
3	2022 Sawcut Sidewalk	1700	inch-ft	\$15.25	\$25,925.00
4	2022 Sawcut Sidewalk (Miscellaneous Locations)	400	inch-ft	\$19.55	\$7,820.00
5	2023 Sawcut Sidewalk	1700	inch-ft	\$15.45	\$26,265.00
6	2023 Sawcut Sidewalk (Miscellaneous Locations)	400	inch-ft	\$19.75	\$7,900.00

Total:

\$101,025.00



MEMORANDUM

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

TO: Community & Economic Development Committee (CEDC)

FROM: Matt Rehbein, Economic Development Specialist

DATE: March 8, 2023

RE: Extension of Terms for Development Agreement between Urbane 115, LLC and City of Appleton in TIF #11 (Phase I)

The City of Appleton has received a request from Urbane 115, LLC for an extension of terms to the Development Agreement dated September 9, 2021 and amended November 22, 2022.

Section 4.1.1 calls for completion of the project by May 31, 2023. The original Development Agreement anticipated six (6) month extensions. Developer is seeking an extension of twelve (12) months to Section 4.1.1. While they do not anticipate requiring that much time, they have experienced supply chain delays on building materials for other projects and want to avoid having to amend the Development Agreement yet again. This request does not adjust the requirement for Developer to attain assessed value of at least \$8,050,000 by January 1, 2025 as called for in Section 4.1.2.

Developer has been working in good faith to complete this project and meet the terms of the original agreement. Since any TIF support is contingent on the creation of new increment, there is no cost to the City in awarding these extensions.

Staff Recommendation:

Staff entering a written agreement with Urbane 115, LLC, pursuant to Section 4.1.1 of the Development Agreement to extend the completion date to November 30, 2023 and grant staff authority to administratively approve an additional six (6) month extension to May 31, 2024 if warranted **BE APPROVED.**

Brenda Broeske

From: Brent Dahlstrom <brent@mergeurbandevelopment.com>
Sent: Wednesday, February 8, 2023 11:42 AM
To: Matthew Rehbein; Kara J. Homan; Joy Hannemann
Subject: Phase 1 Completion Extension Request

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

Kara and Matthew,

Merge is excited with the current progress on Phase 1. We have completed the precast and are now framing the building through the winter months. We are currently on pace to have the building fully complete and ready to be occupied by the end of 2023.

Our current development agreement calls for a completion before May 31st of 2023. This date will not be able to be achieved. We would like to formally request a 1 year extension. We do not believe we will need the full year but we have had two projects recently that had 4-6 month delays at the end of the project due to certain electrical supplies not being available. Although we have those supplies ordered and currently scheduled to be here on time for this project, there continues to be supply chain issues that come up with various trades. We would rather request more time than we believe would be needed. In this way we would not need to come back again if we had an unforeseen delay.

Thank you for your consideration and continued partnership.

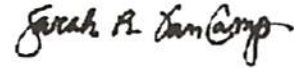
Sincerely,

Brent Dahlstrom

Attention: This message was sent from a source external to the City of Appleton. Please use caution when opening attachments or clicking links.

**FIRST AMENDMENT TO
TAX INCREMENT DISTRICT NO. 11
DEVELOPMENT AGREEMENT**

Document #: **2284127**
Date: **12-02-2022** Time: **11:51 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 No. 31-2-0281-01



**FIRST AMENDMENT TO
TAX INCREMENT DISTRICT NO. 11
DEVELOPMENT AGREEMENT**

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT (the "Agreement") is dated as of the 22 day of NOVEMBER, 2022, by and among URBANE 115 LLC a Delaware limited liability company ("Developer") and the City of Appleton, a Wisconsin municipal corporation (the "City").

Notwithstanding the provisions of the Development Agreement entered into by and between the City and Developer dated September 9, 2021 and recorded by the Outagamie County Register of Deeds on September 17, 2021 as Document No. 2247803, said Agreement is hereby amended to read as follows:

RECITALS

Developer and the City acknowledge the following:

A. On September 9, 2022 the City and Merge LLC entered into a Development Agreement. Subsequently, Merge, LLC assigned the Development Agreement to Urbane 115, LLC, a Delaware limited liability company. The Assignment and Assumption of Tax Increment District No. 11 Development Agreement was recorded on September 22, 2022 as Document No. 2279457 in Outagamie County.

B. Developer has acquired the real property located on the southeast corner of E. Washington St. and S. Oneida St., (Parcel 31-2-0281-01) Appleton, WI more particularly described in Exhibit A, attached hereto (hereafter the "Property").

C. 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.

D. Subject to obtaining the financial assistance set forth herein, Developer has proposed improvements to the Property to create approximately one floor of commercial/retail space and four floors consisting of approximately fifty-six (56) market rate living units offering studio and one bedrooms with approximate square footage ranging from 385 to 720 per unit (the "Project"). All references to the Project include the Property.

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

F. Subject to obtaining financial assistance as set forth herein, Developer intends to undertake a redevelopment of the property that will increase the value of the Property and provide other tangible benefits to the surrounding neighborhoods and to the City as a whole, consistent with the District Plan. The City finds that this redevelopment of the Property and the fulfillment,

generally, of the terms and conditions of this Agreement are in the vital and best interests of the City and its residents and serves a public purpose in accordance with state and local law.

G. The City, pursuant to Common Council Action dated November 2, 2022 has approved this Agreement and authorized the execution of this Agreement by the proper City officers on the City's behalf.

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

I. The base value of the Property for purposes of this Agreement, including calculating increment generated by the Project, is Zero Dollars (\$0). The Developer estimates the project will create up to an additional Eight Million Fifty Thousand Dollars (\$8,050,000) in incremental value.

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

AGREEMENT

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

ARTICLE I UNDERTAKINGS OF THE DEVELOPER

1.1 Developer's Project is the first 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.

1.2 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. 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) \$1,610,000 or ii) Twenty percent (20%) of the Tax Increment Value as of January 1, 2024, plus interest thereon (the "Contribution").

The Contribution will be paid to Developer as follows:

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

2.3.2 Payments under this Agreement shall be due in annual installments on August 15 of the calendar year following the first tax year after completion of the Project and continuing on each August 15 thereafter for a period of time described in Sec. 4.3.

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) 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; 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 May 31, 2023 subject to reasonable extensions, not to exceed six (6) months each, for Force Majeure which shall include, but not be limited to, any delays caused by pandemic or other acts beyond the reasonable control of the Developer. Such extensions shall be by mutual written agreement and, in considering any requested extension, the City and Developer agree that each will act in good faith, cooperate in expeditious and timely approvals, and said extensions shall not be unreasonably withheld, conditioned or delayed by City.

4.1.2 The Property's assessed value is no less than Eight Million Fifty Thousand Dollars (\$8,050,000) on or after January 1, 2025.

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 \$283,000 (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, 2045, 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:

Urbane 115 LLC
25 West Main Street, Suite 500
Madison, WI 53718
Email: info@mergeurbandedevelopment.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 18 day of November, 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: Jamil Griesbach
Notary Public, State of Wisconsin
My commission expires: 11-11-2025


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

[Signature]
Jeri A. Ohman, Finance Director

APPROVED AS TO FORM:
[Signature]
Christopher R. Behrens, City Attorney
[Amendment] Dated: October 20, 2022
By: Matt Rehbein | Amanda Abshire
City Law A21-0312

DEVELOPER:

Urbane 115 LLC

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

By: _____
Printed Name: _____
Title: _____

By: _____
Printed Name: _____
Title: _____

STATE OF Iowa)
: ss.
Black Hawk COUNTY)

Personally came, before me this 7th day of November, 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, 2025

SCHEDULE OF EXHIBITS

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

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

The North 97.17 feet of Lots One (1) and Two (2) and the North 97.17 feet of the West 30 feet of Lot Three (3), Block Twenty-eight (28), Appleton Plat, City of Appleton, County of Outagamie, State of Wisconsin, according to the recorded assessor's map of said city.

APN: 312028101

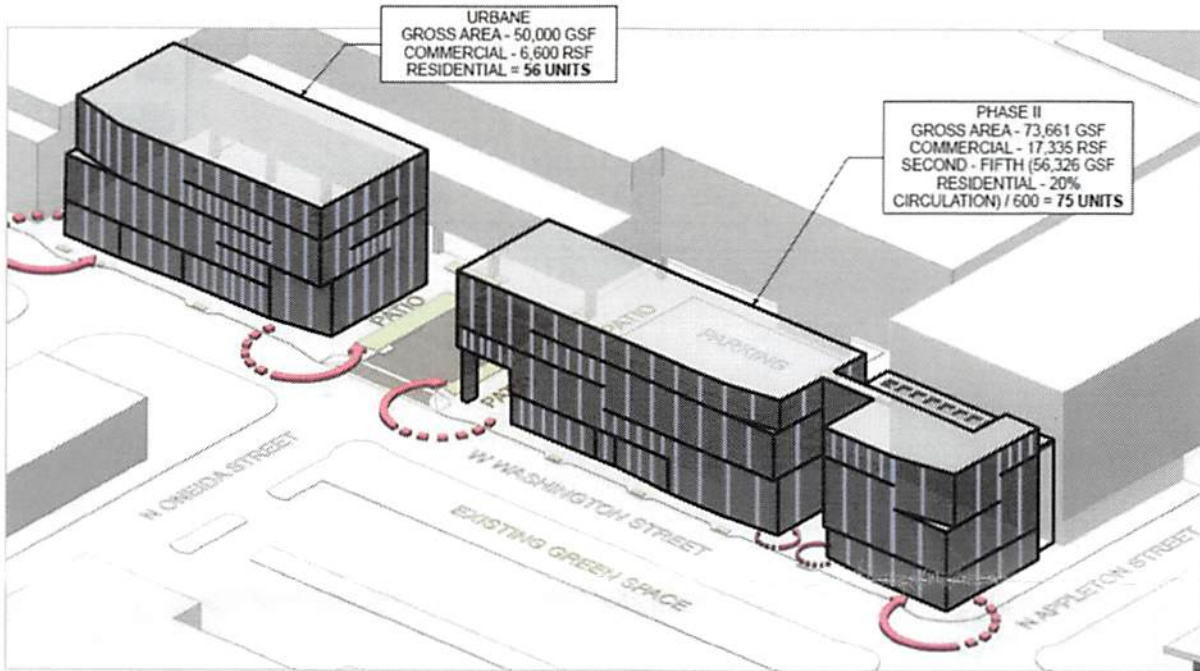
**Property Address: 103 East Washington Street
Appleton, WI 54911**

EXHIBIT B
PROPOSED IMPROVEMENTS

(Copy of Plans/Design docs follow)

APPLETON MIXED-USE

CONCEPT DIAGRAM



DNITSHOT
 ARCHITECTURE

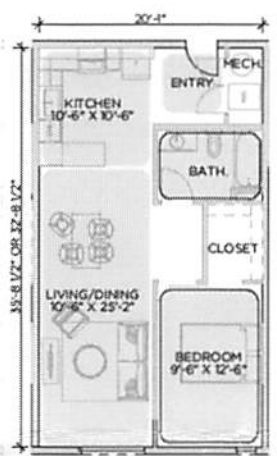


2020.09.25

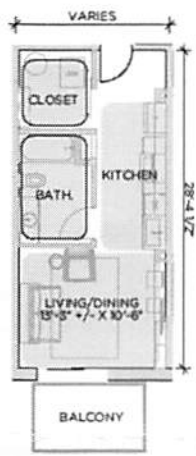
APPLETON MIXED-USE

TYPICAL UNIT DIAGRAM

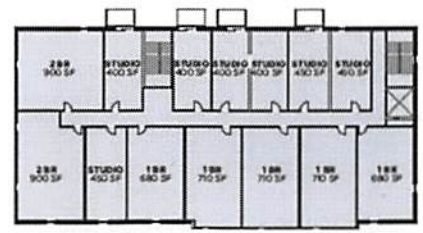
- ONE BEDROOM**
- Walk-in closet
 - Full kitchen
 - Washer + dryer
 - Bedroom with natural lighting
 - Living and dining space
- STUDIO UNITS**
- Living room and dining area
 - Built-in Murphy bed and sofa
 - Ample cook and prep areas
 - Built-in media center and desk work surface
 - Dedicated laundry 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"

APPLETON MIXED-USE

MICRO RETAIL



- 14' Min. Ceiling Heights
- Shared Restrooms
- Storefront
- 500 SQ FT



ON17SHOT
ARCHITECTURE

MERGE
URBAN DEVELOPMENT GROUP

2020.09.25

APPLETON MIXED-USE

VIGNETTE



ONISHOT
ARCHITECTURE



2020.09.25

APPLETON MIXED-USE

VIGNETTE



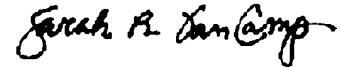
9N17SHOT
ARCHITECTURE



2020.09.25

TAX INCREMENT DISTRICT NO. 11
DEVELOPMENT AGREEMENT

Document #: **2247803**
Date: **09-17-2021** Time: **10:37 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

ENVELOPE

18

Tax Key No: 31-2-0281-01

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

THIS DEVELOPMENT AGREEMENT (the "Agreement") is dated as of the 9 day of September, 2021, 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 E. Washington St. and S. Oneida St., (Parcel 31-2-0281-01) 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 approximately one floor of commercial/retail space and four floors consisting of approximately fifty-six (56) market rate living units offering studio and one bedrooms with approximate square footage ranging from 385 to 720 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 August 18, 2021 has approved this Agreement and authorized the execution of this Agreement by the proper City officers on the City's behalf.

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

H. The base value of the Property for purposes of this Agreement, including calculating increment generated by the Project, is Zero Dollars (\$0). The Developer estimates the project will create up to an additional Seven Million Seven Hundred Thousand Dollars (\$7,700,000) 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 \$283,000 from the City within 30 days 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 first 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) \$1,386,000 or ii) Eighteen percent (18%) of the Tax Increment Value as of January 1, 2024, plus interest thereon (the "Contribution").

The Contribution will be paid to Developer as follows:

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

2.3.2 Payments under this Agreement shall be due in annual installments on August 15 of the calendar year following the first tax year after completion of the Project and continuing on each August 15 thereafter for a period of time described in Sec. 4.3.

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 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 May 31, 2023 subject to reasonable extensions, not to exceed six (6) months each, for Force Majeure which shall include, but not be limited to, any delays caused by pandemic or other acts beyond the reasonable control of the Developer. Such extensions shall be by mutual written agreement and, in considering any requested extension, the City and Developer agree that each will act in good faith, cooperate in expeditious and timely approvals, and said extensions shall not be unreasonably withheld, conditioned or delayed by City.

4.1.2 The Property's assessed value is no less than Seven Million Seven Hundred Thousand Dollars (\$7,700,000) on or after January 1, 2025.

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 \$283,000 (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

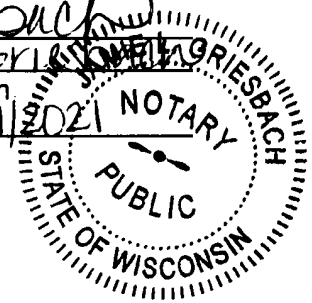
ATTEST:

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

STATE OF WISCONSIN)
 : ss.
OUTAGAMIE COUNTY)

Personally came before me this 9 day of September, 2021, Jacob A. Woodford, Mayor and Kami L. Lynch, City Clerk, of the City of Appleton respectively, to me known to be the persons who executed the foregoing instrument and acknowledged the same in the capacity and for the purposes therein intended.

[Signature]
Printed Name: Jamill Griesbach
Notary Public, State of Wisconsin
My commission expires: 11/11/2021



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

[Signature]
Anthony Saucerman, Finance Director

APPROVED AS TO FORM:

[Signature]
Christopher R. Behrens, City Attorney
Dated: August 19, 2021
By: Christopher R. Behrens
City Law A21-0312

DEVELOPER:

Merge LLC

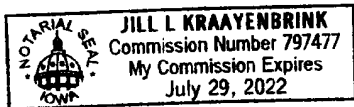
By: [Signature]
Printed Name: Brent Dahlstrom
Title: Manager

By: _____
Printed Name: _____
Title: _____

By: _____
Printed Name: _____
Title: _____

STATE OF Iowa)
: ss.
Black Hawk COUNTY)

Personally came, before me this 31st day of August, 2021,
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

The North 97.17 feet of Lots One (1) and Two (2) and the North 97.17 feet of the West 30 feet of Lot Three (3), Block Twenty-eight (28), Appleton Plat, City of Appleton, County of Outagamie, State of Wisconsin, according to the recorded assessor's map of said city.

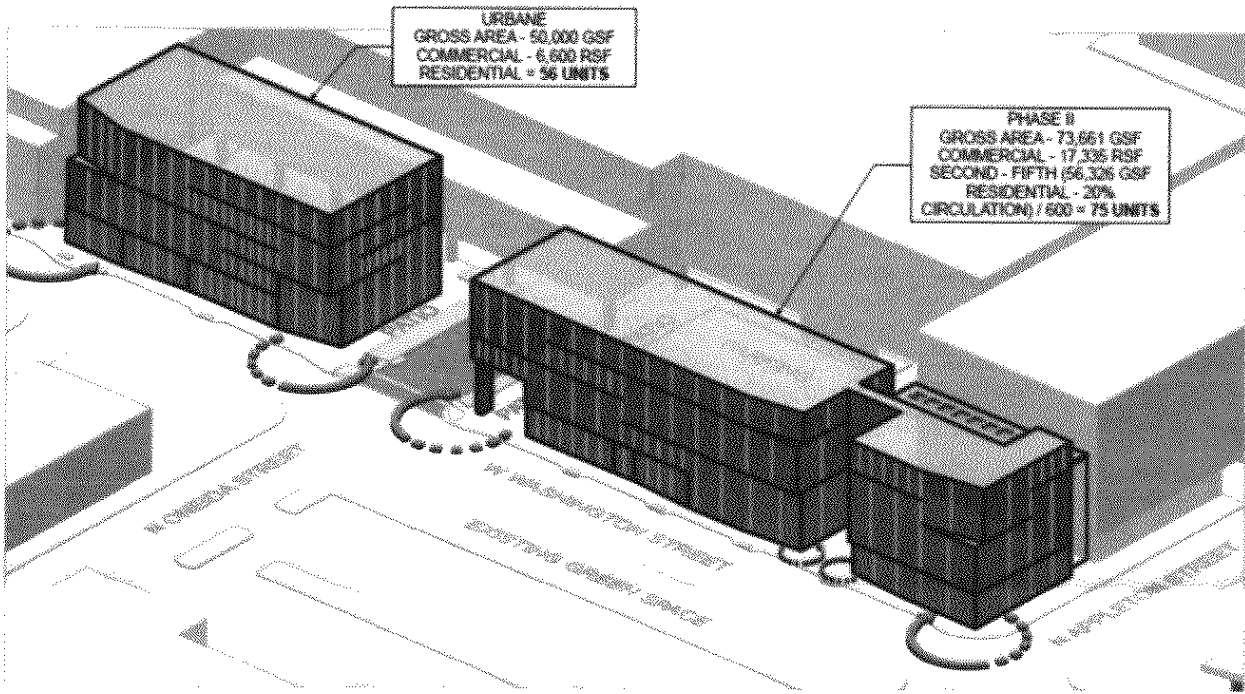
APN: 312028101

Property Address: 103 East Washington Street
Appleton, WI 54911

EXHIBIT B
PROPOSED IMPROVEMENTS

(Copy of Plans/Design docs follow)

APPLETON MIXED USE 3D FPD DIAGRAM



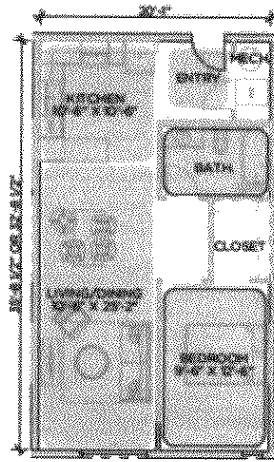
9N17SHOT
ARCHITECTURE



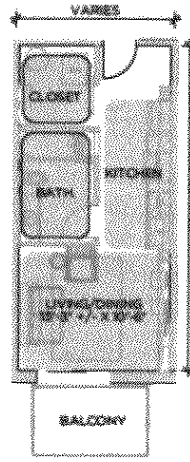
2020.06.05

APPLETON MIXED-USE TYPICAL UNIT DIAGRAM

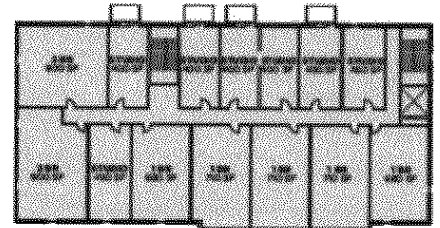
- Walk-in closet
- Full kitchen
- Washer + dryer
- Bedroom with natural lighting
- Living and dining space
- Hardwood flooring
- Living room and dining area
- Built-in Murphy bed and table
- Ample cook and prep space
- Built-in media center and desk/work surface
- Dedicated laundry and closet space



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

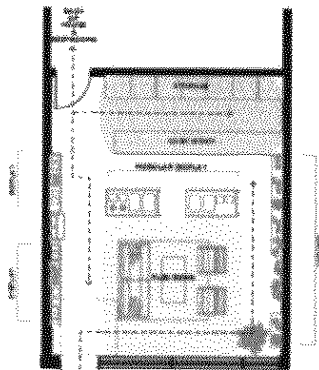


STUDIO TYPICAL PLAN
1/8" = 1' 0"



LEVEL 2-4 TYPICAL PLAN
1/32" = 1' 0"

APPLETON MIXED USE FOR RETAIL



FEATURES

- 10 ft. ceiling heights
- Opened floorplans
- Hardwood
- 200 sq ft



ONITSHOT
A 501(c)(3) NON-PROFIT



2020-09-01

APPLETON MIXED USE CONCEPT



ONITSHOT
ARCHITECTURE



MERGE
REAL ESTATE DEVELOPMENT GROUP

2020 08 25

APPLETON MIXED-USE SKETCH



DNITSHOT
ARCHITECTURE



2020 04 28



MEMORANDUM

TO: Community and Economic Development Committee (CEDC)

FROM: Matt Rehbein, Economic Development Specialist

DATE: March 8, 2023

RE: CDI Grant Agreement – Merge, LLC (Urbane 115, LLC)

Council approved a Resolution for the submittal of a Wisconsin Economic Development Corporation (WEDC) Community Development Investment (CDI) grant application on October 5, 2022 to support development by Merge Urban Development at 115 E. Washington Street.

Urbane 115 will be a 5-story mixed-use building. The project is located in the City of Appleton's Downtown, near College Avenue, City Center, and the Fox Cities Performing Arts Center. The project includes 56 residential units, a mix of furnished studios, studios, one-bedroom units, and two-bedroom units. There will be 6,129 square feet of leasable commercial space on the first floor, which is designed to be divisible. Construction is underway.

Since approval of the application in October, the application has been submitted and the CDI grant was awarded to the City to support this project (draft agreement attached). Prior to signing the agreement with WEDC, the City will need to sign an agreement with the Developer outlining how grant funds will be disbursed and ensure compliance with all other grant requirements.

Staff Recommendation:

An agreement to memorialize responsibilities of the City and Urbane 115 for the CDI grant **BE APPROVED.**

AGREEMENT

WHEREAS, Urbane 115, LLC referred to as "Urbane 115" have a desire to redevelop the property located on the southeast corner of E. Washington St. and S. Oneida St. and encompassing the Tax Key Number 31-2-0281-01 located in the City of Appleton ("the Property") as shown on the attached Exhibit "A" to this Agreement; and

WHEREAS, Urbane 115, LLC will be building a mixed-use commercial and residential development; and

WHEREAS, the City of Appleton (the "City") desires to work with Urbane 115, LLC to facilitate the redevelopment of the Property; and

WHEREAS, it is desirable to prepare and submit an application for a Wisconsin Economic Development Corporation (WEDC) Community Development Investment Grant Program to assist with certain of the extraordinary costs associated with the redevelopment of the Property.

NOW, THEREFORE, the City of Appleton, hereinafter referred to as the "City", and Urbane 115, LLC hereinafter referred to as "Urbane 115", agree as follows:

1. The City shall submit an application for a WEDC Community Development Investment Grant to assist with the redevelopment of the Property. The application shall be for the purposes identified in and substantially in the same form as the attached Exhibit B to this Agreement.

2. The City shall be responsible to complete all necessary requirements in relation to this WEDC Community Development Investment Grant, if awarded.

3. Urbane 115 shall be responsible for obtaining all required permits and approvals for all work to be performed on the Property in relation to this Agreement and the WEDC Community Development Investment grant, if awarded, including but not limited to permits and approvals from other state and federal agencies.

4. Urbane 115 shall be responsible for the Match Investment identified in the WEDC Community Development Investment grant application and directly pay for all project costs including but not limited to any permit or approval costs and fees, and any contractors' fees and consultants' fees, relating to the performance of responsibilities under the WEDC Community Development Investment grant, if awarded.

5. Urbane 115 shall use WEDC Community Development Investment grant funds under the terms of the activities outlined in Exhibit B. Failure to use the WEDC Community Development Investment funds on the terms of Exhibit B will result in payment requests being denied.

6. Urbane 115 shall submit to the City payment requests with all necessary supporting documentation to allow the City to request reimbursement under the terms of the WEDC Community Development Investment grant.

7. The City will make no more than two requests for reimbursements to WEDC. Requests will be made at approximately 50% of construction being completed and 100% of construction completed.

8. Urbane 115 shall comply with the requirements listed in the agreement between the WEDC and the City.

9. Urbane 115 shall fully and completely cooperate with the City, the City's attorneys, the City's Auditors or other representative of the City (collectively, the "City") in connection with any internal or governmental Audit, with respect to matters relating to this Agreement. Such cooperation may include, but shall not be limited to, responding to requests for documents and/or other records, and making Contractor's employees available to the City (or their respective attorneys or auditors) upon reasonable notice for: (i) interviews, factual investigations, and providing declarations or affidavits that provide truthful information in connection with any Audit; (ii) volunteering to the City all pertinent information related to any Litigation or Audit; and (iii) providing information and legal representations to auditors in a form and within a timeframe requested.

10. The agreement between Urbane 115 and the City shall expire once the project is completed and upon completion of the grant requirements.

11. Subject to any limitations contained in Sec 893.80 and any similar statute, of the Wisconsin Statutes, the City agrees to hold Urbane 115, its officers, officials, employees, and agents harmless from any and all liability, including claims, demands, losses, costs, damages, and expenses of every kind and description (including death), or damages to person or property arising out of the terms of this Agreement where such liability is founded upon or grows out of the acts of omission of any City's officers, employees, or agents while acting within the scope of their employment.

Urbane 115 agree to hold the City, its officers, officials, employees, and agents harmless from any and all liability, including claims, demands, losses, costs, damages, and expenses of every kind and description (including death), or damages to person or property arising out of the terms of this Agreement where such liability is founded upon or grows out of the acts of omission of any Urbane 115's officers, employees, or agents while acting within the scope of their employment.

Nothing in this Agreement is intended as a waiver of the City's right or opportunity to rely upon the governmental limitations and immunities contained within Wisconsin law. Municipal immunities and limitations include, but are not limited to, Sections 345.05, 893.80, and 893.83, Wisconsin Statutes. Such damage limits, caps and

immunities are intended to be preserved and are incorporated into this agreement and shall govern all disputes, contractual or otherwise, as they apply to the parties and their agents, officers, and employees.

The intention of this paragraph is that each party shall be responsible for its own actions and inactions related to this Agreement.

Notwithstanding any other provision of this Agreement, it is further agreed that to the fullest extent permitted by law Urbane 115 shall indemnify and hold harmless the City, its employees, agents, contractors and consultants from and against all claims, damages, losses and expenses, direct and indirect, or consequential damages, including but not limited to attorneys' fees and all Court, arbitration or other dispute resolution costs, arising out of, resulting from, or related to the presence and/or involvement of hazardous substances or constituents, including hazardous waste, at or contiguous to the project site or contained in samples collected by or received by the City or its contractors and/or consultants from the site. This indemnification extends to claims against the City or any of its employees, agents, contractors or consultants which arise out of, are related to, or are based upon, the disposal, discharge, escape, release, spillage or saturation of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids, gases or any other material, irritant, contaminant or pollution in or into the atmosphere, or on, onto, upon, in or into the surface or subsurface of soil, water or watercourses, objects, or any tangible or intangible matter, whether such event or circumstance is sudden or not. Nothing in this paragraph is intended to indemnify, or shall be construed as indemnifying the City, its employees, agents, contractors or consultants with respect to claims, losses, expenses or damages to the extent caused by the City or its employees', agents', contractors' or consultants' own negligent acts or omissions.

12. This Agreement shall be construed under the laws of the State of Wisconsin. In the event of any dispute between parties, the venue shall be Outagamie County, Wisconsin.

13. This Agreement, and all other documents or instruments that may be required by this Agreement, may be executed in several counterparts, each of which shall be deemed an original, but all of which shall constitute the same instrument.

IN WITNESS WHEREOF, the City of Appleton, Wisconsin, and Urbane 115 have respectively caused this Agreement to be duly executed on this _____ day of _____, 2023.

SIGNATURES BEGIN ON THE FOLLOWING PAGE

Urbane 115 Urban Development Group

By: _____
Printed Name: _____
Title: _____

By: _____
Printed Name: _____
Title: _____

STATE OF WISCONSIN)
 : ss.
_____ COUNTY)

Personally came before me this ____ day of _____, 2023,
the above-named _____ and _____
to me known to be the persons who executed the foregoing instrument and
acknowledged same as and for said corporation, by its authority.

Printed Name: _____
Notary Public, State of Wisconsin
My commission is/expires: _____

SIGNATURES CONTINUE ON THE FOLLOWING PAGE

CITY OF APPLETON

By: _____
Jacob A. Woodford, Mayor

By: _____
Kami Lynch, City Clerk

Approved as to form:

Christopher R. Behrens, City Attorney
CityLaw: A21-0312

Jeri A. Ohman, Finance Director

STATE OF WISCONSIN)
 : ss.
OUTAGAMIE COUNTY)

Personally came before me this _____ day of _____, 2023, the above-named Jacob A. Woodford, Mayor; Kami Lynch, City Clerk; Christopher R. Behrens, City Attorney; and Jeri A. Ohman, Finance Director of the City of Appleton, to me known to be the persons who executed the foregoing instrument and acknowledged same as and for said Corporation, by its authority.

Printed Name: _____
Notary Public, State of Wisconsin
My commission is/expires: _____

EXHIBIT A

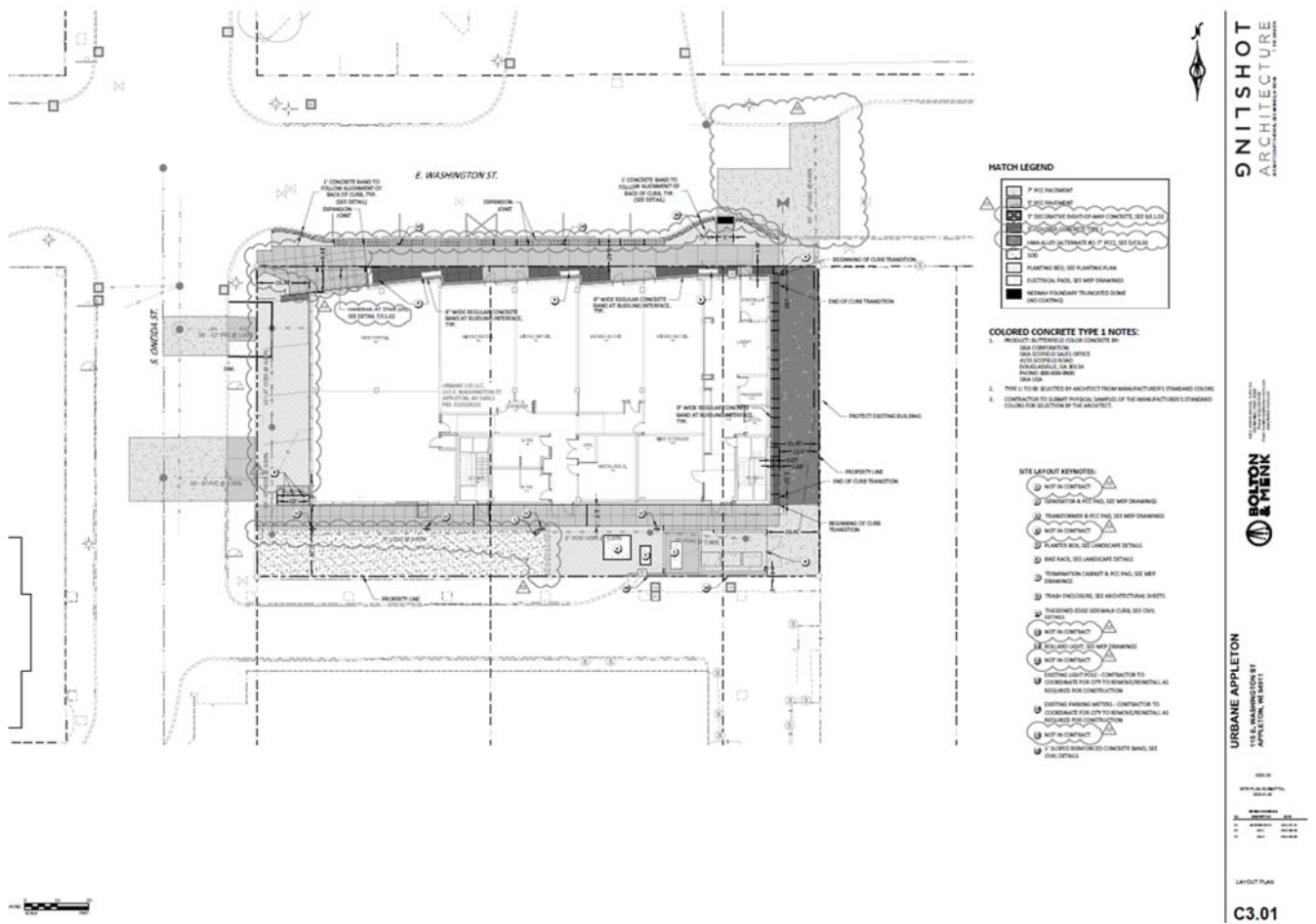


EXHIBIT B

(Original Application to be added)

**COMMUNITY DEVELOPMENT INVESTMENT GRANT AGREEMENT
BETWEEN
THE WISCONSIN ECONOMIC DEVELOPMENT CORPORATION
AND
CITY OF APPLETON**

This Agreement is entered into pursuant to Chapter 238 of the Wisconsin Statutes between the Wisconsin Economic Development Corporation (“WEDC”), a public body corporate and politic authorized to grant funds for the purpose of economic development pursuant to Chapter 238 of the Wisconsin Statutes, and City of Appleton (“Recipient”). Certain capitalized terms are defined in Section 1 of the Agreement.

WITNESSETH

WHEREAS, the Recipient has submitted an Application to WEDC, requesting funds from WEDC’s Community Development Investment Grant Program (“CDI Funds”);

WHEREAS, WEDC has determined that the Recipient is an eligible recipient of CDI Funds; and

WHEREAS, in reliance upon the Application, WEDC has approved the Recipient for up to Two Hundred Fifty Thousand Dollars (\$250,000) in CDI Funds.

NOW, THEREFORE, for valid consideration, the receipt of which is hereby acknowledged, and in consideration for the promises and covenants in this Agreement, WEDC and the Recipient agree as follows:

1. Definitions. For purposes of this Agreement, the following terms shall have the following meanings:

(a) “Agreement” means this agreement, to include all documents required to be delivered contemporaneously with the execution and delivery of this Agreement, and the attached Exhibits, together with any future amendments executed in compliance with Section 21 of this Agreement.

(b) “Application” means the materials submitted by the Recipient to WEDC relating to this allocation of CDI Funds.

(c) “CDI Funds” means the grant monies the Recipient is eligible to receive from WEDC’s Community Development Investment grant program in accordance with this Agreement.

(d) “Effective Date” means the date on which this Agreement is fully executed by both parties.

(e) “Eligible Project Costs” means costs for which CDI Funds and Matching Funds may be used, as outlined in Section 3(b) of this Agreement, which the Recipient incurs between the Project Start Date and Project End Date.

(f) “Ineligible Costs” means costs for which CDI Funds and Matching Funds may not be used, means costs incurred prior to the Project Start Date; costs for acquisition; costs related to grant applications or bid preparation; costs which may be covered by other grant or statutory programs; permits; Phase I and II environmental studies; Lien claims of the Department of Natural Resources and Environmental Protection Agency; performance and payment bonds; contingencies; developer fees; insurance premiums; supplies and the purchase of moveable equipment; signage (unless required by federal, state or local law including applicable building and/or fire code(s) and advertising; financing fees, interest payments, or the assumption of debt; relocation fees; accounting, legal, appraisal, and architectural fees; mergers and acquisitions; project administration fees, including costs associated with WEDC compliance reporting, schedules of expenditures, and payment requests.

(g) “Leverage” means all funding provided for the Project other than CDI Funds, including Matching Funds.

(h) “Matching Funds” means non-WEDC funds secured by the Recipient to meet the match requirement of CDI Funds under this Agreement. Eligible Matching Funds must be incurred between the Project Start Date and Project End Date. In order to receive the full amount of CDI Funds contemplated under this Agreement, Matching Funds must be at least Two Hundred Fifty Thousand Dollars (\$250,000). No more than Fifty Percent (50%) of the Matching Funds may consist of other state and/or federal grants. Matching Funds must be cash and may not be in-kind.

(i) “Program Guidelines” means the WEDC approved rules and eligibility requirements for the Community Development Investment grant program in force as of the Effective Date.

(j) “Project” means the Recipient assisting in the construction of Urbane 115, a mixed-use building, in accordance with the Application and the terms of this Agreement.

(k) “Project End Date” means December 31, 2025, the date by which the Project will be complete and the last day which the Recipient may incur costs against CDI Funds and Matching Funds.

(l) “Project Location” means the site or sites at which the Project will take place, specifically 115 East Washington Street, Appleton, Wisconsin.

(m) “Project Start Date” means November 21, 2022, the date on which the Project begins and the Recipient may start incurring costs against CDI Funds and Matching Funds.

(n) “Recipient” means City of Appleton.

(o) “WEDC” means the Wisconsin Economic Development Corporation, together with its successors and assigns.

2. CDI Funds. Subject to the terms and conditions set forth in this Agreement, Program Guidelines, and in Wisconsin law, WEDC shall provide to the Recipient a grant of up to Two Hundred Fifty Thousand Dollars (\$250,000) in CDI Funds.

3. Recipient’s Obligations. The Recipient will or will ensure that:

(a) The Project is completed as it is contemplated in the Application and in accordance with the terms of this Agreement.

(b) CDI Funds and Matching Funds are used for Eligible Project Costs, incurred between the Project Start Date and Project End Date, as outlined in the following budget:

USES		SOURCES			TOTAL
Budget Code	Eligible Project Costs	CDI Funds	Public Funds	Private Funds	
0190	Demolition/Site Clearance	\$0	\$0	\$23,000	\$23,000
0237	Site Preparation	\$0	\$0	\$296,897	\$296,897
0200	Construction	\$250,000	\$309,198	\$10,412,179	\$10,971,377
0415	Infrastructure	\$0	\$0	\$119,455	\$119,455
TOTAL		\$250,000	\$309,198	\$10,851,531	\$11,410,729

(i) Eligible Project Costs to be applied to CDI Funds for construction include specifically construction of new mixed-use building, including all building systems.

(ii) Eligible Project Costs to be applied to Matching Funds for demolition/site clearance include specifically clearance of any existing materials or structure on project site.

(iii) Eligible Project Costs to be applied to Matching Funds for site preparation include specifically preparation of site for new building construction.

(iv) Eligible Project Costs to be applied to Matching Funds for construction include specifically construction of new mixed-use building, including all building systems.

(v) Eligible Project Costs to be applied to Matching Funds for infrastructure include specifically sewer lines and water mains.

(c) CDI Funds or Matching Funds are not used for Ineligible Costs.

(d) Matching Funds from non-WEDC sources are secured sufficient to achieve the match requirement of the CDI Funds under this Agreement. Matching Funds must equal at least Two Hundred Fifty Thousand Dollars (\$250,000) in order for the Recipient to obtain the maximum amount of the CDI Funds, and must be documented prior to the final reimbursement.

(e) WEDC’s participation in the Project is acknowledged in any signage at the Project Location and any planning and feasibility documents related to the Project.

(f) Reports are provided to WEDC as further described in Section 5 of this Agreement, in such form as required by WEDC.

4. Release of Funds. WEDC will release the CDI Funds contemplated by this Agreement to the Recipient on a disbursement basis. The Recipient may request CDI Funds in up to Three (3) disbursements and each disbursement will be contingent on the following:

(a) The Recipient submitting to WEDC a request for payment of funds in such form as required by WEDC, a sample of which is attached to this Agreement as Exhibit A.

(b) Recipient creating a Bill.com account unless Recipient has an existing account with Bill.com. Instructions for creating a Bill.com account will be provided by WEDC under separate cover. Recipient shall provide their Payment Network ID to WEDC with each request for payment.

(c) The Recipient submitting to WEDC a summary report of the Eligible Project Costs incurred against both the CDI Funds and Matching Funds. The amount of Matching Funds incurred for any request must be in an amount pro rata with the amount incurred against the CDI Funds being requested.

(d) The Recipient submitting to WEDC documentation evidencing that the Eligible Project Costs incurred at the Project Location against both the CDI Funds and the Matching Funds covered by the request have been purchased or will be purchased through an invoice, receipt, registration form, or other third-party documentation that contains the following information:

- (i) Vendor name and contact information;
- (ii) Description of the item(s) purchased;
- (iii) Cost of purchase;
- (iv) Date of purchase (invoice date or date received, not date ordered unless it is the same); and
- (v) Project Location.

(e) The Recipient being in compliance with this Agreement, and with any other agreements by and between the Recipient and WEDC.

(f) The Recipient requesting all CDI Funds no later than February 28, 2026.

5. Reporting. The Recipient shall provide reports and information to WEDC according to the following requirements:

(a) Performance reports, due according to the Schedule of Reporting set forth in Section 5(b) below, in such form as required by WEDC. The report shall include information required by WEDC to determine Project performance which shall include, at a minimum, a financial overview and narrative summary on the progress of the Project to date, Project expenditures, and the Recipient's progress on achieving the goals related to the following Project-specific metrics:

Metric	Goal*
Taxable Property Value	\$7,700,000
Capital Investment	\$11,693,279
Leverage – Total	\$13,910,000

*These goals represent anticipated Project outcomes and failure to achieve these goals will not constitute an Event of Default, unless they are noted as a requirement elsewhere in the Agreement.

(b) Schedule of Reporting:

PERIOD COVERED	DOCUMENTATION	DUE DATE
See Section 6 Below	Schedule of Expenditures	See Section 6 Below
November 21, 2022- November 30, 2023	Performance Report	February 1, 2024
November 21, 2022 – November 30, 2024	Performance Report	February 1, 2025
November 21, 2022-December 31, 2025	Performance Report	March 1, 2026

(c) Within Thirty (30) days, notify WEDC in writing of any event or occurrence that may adversely impact the completion of the Project as represented in the Application. Adverse impacts include, but are not limited to, lawsuits, regulatory intervention, and inadequate capital to complete the Project.

6. Schedule of Expenditures. Consistent with Wis. Stat. § 238.03(3)(a), the Recipient must submit to WEDC, within 120 days after the end of the Recipient’s fiscal year in which any grant or loan funds were expended, a schedule of expenditures of the grant or loan funds, including expenditures of any matching cash or in-kind match, signed by the director or principal officer of the recipient to attest to the accuracy of the schedule of expenditures. The Recipient shall engage an independent certified public accountant to perform procedures, approved by WEDC and consistent with applicable professional standards of the American Institute of Certified Public Accountants, to determine whether the grant or loan funds and any matching cash or in-kind match were expended in accordance with the grant or loan contract. The Recipient must make available for inspection the documents supporting the schedule of expenditures.

7. Event of Default. The occurrence of any one or more of the following events shall constitute an “Event of Default” for the purposes of this Agreement:

(a) The Recipient ceases the Project within Five (5) years of the Effective Date of this Agreement and commences substantially the same economic activity outside of Wisconsin.

(b) The Recipient supplies false or misleading information to WEDC in connection with this Agreement, without providing a satisfactory explanation, in WEDC’s sole discretion, for the false or misleading information.

(c) The Recipient fails to comply with or perform, in any material respect, any of its obligations under this Agreement, without providing a satisfactory explanation, in WEDC’s sole discretion, for the noncompliance.

(d) The Recipient is in default under any other agreement between WEDC and the Recipient.

8. Remedies in Event of Default.

(a) Upon the occurrence of any Event of Default, WEDC shall send a written notice of default to the Recipient, setting forth with reasonable specificity the nature of the default. If the Recipient fails to cure any such Event of Default to the reasonable satisfaction of WEDC within Thirty (30) calendar days, WEDC may extend the cure period if WEDC determines, in its sole discretion, that the Recipient has begun to cure the Event of Default and diligently pursues such cure, or, without further written notice to the Recipient, declare the Recipient in default. The cure period shall in no event be extended more than Ninety (90) days. In the Event of Default, WEDC shall terminate the Agreement and recover from the Recipient:

(i) One Hundred Percent (100%) of the funds disbursed to the Recipient under this Agreement;

(ii) All court costs and attorneys' fees incurred by WEDC in terminating this Agreement and recovering the amounts owed by the Recipient under this provision; and

(iii) A financial penalty of up to One Percent (1%) of the CDI Funds.

(b) These amounts shall be paid to WEDC within Thirty (30) calendar days of demand by WEDC hereunder. If the Recipient fails to pay these amounts to WEDC as and when due, the Recipient will be liable for the full unpaid balance plus interest at the annual rate of up to Twelve Percent (12%) from the date of the notice of Event of Default.

(c) Upon an Event of Default, WEDC shall, without further notice, withhold remaining disbursements of the CDI Funds.

9. Recipient's Warranties and Representations. In addition to the other provisions of this Agreement, the Recipient hereby warrants and represents to the best of its knowledge that as of the Effective Date and as long as Recipient has obligations under of this Agreement:

(a) The Recipient is in compliance with all laws, regulations, ordinances and orders of public authorities applicable to it, the violation of which would have a material adverse effect on the Recipient's ability to perform its obligations under this Agreement or to otherwise engage in its business.

(b) The Recipient is not in default under the terms of any loan, lease or financing agreements with any creditor where such default would have a material adverse effect on the Recipient's ability to fulfill its obligations under this Agreement.

(c) The financial statements and other information provided by the Recipient to WEDC are complete and accurate in accordance in all material respects with Generally Accepted Accounting Principles where applicable and have been relied on by WEDC in deciding whether to enter into this Agreement with the Recipient.

(d) There are no actions, suits or proceedings, whether litigation, arbitration, or administrative, pending or threatened against or affecting the Recipient or the Project which, if adversely determined, would individually or in the aggregate materially impair the ability of the Recipient to perform any of its obligations under this Agreement or adversely affect the financial condition or the assets of the Recipient.

(e) The Recipient is unaware of any conditions which could subject it to any damages, penalties or clean-up costs under any federal or state environmental laws which would have a material adverse effect on the Recipient's ability to comply with this Agreement.

(f) The Recipient has, or will acquire before commencing any work for which they are required, all necessary permits, licenses, certificates or other approval, governmental or otherwise, necessary to operate its business and own and operate its assets, all of which are in full force and effect and not subject to proceedings to revoke, suspend, forfeit or modify.

(g) The Recipient has filed when due all federal and state income and other tax returns required to be filed by the Recipient and has paid all taxes shown thereon to be due. The Recipient has no knowledge of any uncompleted audit of the returns or assessment of additional taxes thereon.

(h) The Recipient and the undersigned officer thereof has all necessary or requisite power and authority to execute and deliver this Agreement.

(i) The execution and delivery by the Recipient of this Agreement has been duly authorized by all necessary action of the Recipient and no other proceedings on the part of the Recipient are necessary to authorize this Agreement or to consummate the transactions contemplated hereby.

(j) The Recipient has available or has the capacity to secure funds necessary to cover, as and when incurred, the costs and expenditures necessary for the completion of the Project, as identified in the Application and this Agreement.

(k) The Recipient is not making these representations and warranties specifically based upon information furnished by WEDC.

(l) These warranties and representations herein are true and accurate as of the Effective Date of this Agreement, and shall survive the execution thereof.

(m) The information disclosed to WEDC in the course of WEDC's evaluation of the Recipient's eligibility for the Program does not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein, taken as a whole and in light of the circumstances under which they were made, not misleading.

10. Wisconsin Public Records Law. The Recipient understands that this Agreement and other materials submitted to WEDC may constitute public records subject to disclosure under Wisconsin's Public Records Law, Wis. Stats. §§ 19.31-.39, and any successor statutes and regulations.

11. Additional Requirements.

(a) Project Records and Financial Records. The Recipient shall prepare, keep and maintain such records as may be reasonably required by WEDC to validate the Recipient's performance under this Agreement, whether held by the Recipient or by a third-party conducting Project-related activities on behalf of the Recipient, and the performance reports provided to WEDC. All of the Recipient's financial records shall be complete and accurate, and prepared, kept, and maintained in accordance with Generally Accepted Accounting Principles. The Recipient shall provide such records to WEDC during the term of this Agreement as may be requested by WEDC. Such materials shall be retained by the Recipient for a period of at least Three (3) years after March 1, 2026.

(b) Inspection.

(i) WEDC and its respective agents, shall, upon Forty-Eight (48) hours advance written notice to the Recipient, have the right to enter the Recipient's premises, during normal business hours, to inspect the Recipient's operations documentation relating to this Agreement, provided, however, that such access does not unreasonably disrupt the normal operations of the Recipient.

(ii) The Recipient shall produce for inspection, examination, auditing and copying, upon reasonable advance notice, any and all records which relate to this Agreement, whether held by the Recipient or by a third-party conducting Project-related activities on behalf of the Recipient.

(iii) WEDC reserves the right to conduct physical site visits of the Project during the term of this Agreement.

(c) Authorization to Receive Confidential Information. The Recipient hereby authorizes WEDC to request and receive confidential information that the Recipient has submitted to, including any adjustments to such information by, the Wisconsin Department of Revenue ("DOR") and the Wisconsin Department of Workforce Development ("DWD"), and to use such information solely for the purposes of assessing the Recipient's performance for the duration of the Project and ensuring that WEDC is properly administering or evaluating economic development programs. With regard to the information contained in the DWD unemployment insurance files, WEDC may access the following for the Eight (8) most recent quarters: the quarterly gross wages paid to the Recipient's employees; the monthly employee count; and the Recipient's FEIN, NAICS code, and legal and trade names. The Recipient also authorizes WEDC to share information submitted to WEDC by the Recipient with the DOR and DWD and to redisclose to the public the information received from the DOR and DWD used to evaluate the Recipient's performance under their specific economic development program and the impact of WEDC economic development programs. Records exempted from the public records law by Wis. Stat. § 19.36(1) will be handled by WEDC in accordance with that law.

(d) Consolidation or Merger. During the term of this Agreement, the Recipient shall provide written notice to WEDC within Thirty (30) days of any consolidation or merger with or into any other unrelated corporation or business entity.

(e) Public Announcement. The Recipient agrees to cooperate with WEDC in making a public announcement of this Agreement.

(f) Insurance. The Recipient covenants that it will maintain insurance in such amounts and against such liabilities and hazards as customarily is maintained by other companies operating similar businesses.

(g) Online Portal and Document Delivery. Recipient agrees to respond timely to any invitation sent by WEDC to create an online account for use with WEDC's online customer portal ("Portal"). Upon opening the account, Recipient hereby agrees to use the Portal to submit any required performance reports, schedule of expenditures and supporting documentation, unless WEDC directs otherwise. Recipient further agrees to identify appropriate assigned users, duly authorized by Recipient, to serve as contacts, to execute necessary documents, and to support specific tasks Recipient must complete in the Portal. WEDC may, in its sole discretion, rely on any document, performance report, schedule of expenditures, financial statement, tax return, agreement or other communication ("Document") physically delivered to WEDC by mail, hand delivery, delivery service, email, facsimile, the Portal or other electronic means which WEDC in good faith believes was sent by Recipient or any representatives or employees of Recipient. WEDC may treat any Document as genuine and authorized to the same extent as if it was an original document validly executed or authenticated as genuine by Recipient. WEDC may from time to time in its sole discretion reject any such Document and require a signed original or require Recipient to provide acceptable authentication of any such Document before accepting or relying on the same. Recipient understands and acknowledges that there is a risk that Documents sent by electronic means may be viewed or received by unauthorized persons and Recipient agrees by sending Documents by electronic means that Recipient shall be deemed to have accepted this risk and the consequences of any such unauthorized disclosure. Recipient also agrees to create an account with Bill.com and provide a Payment Network ID in order to receive any payments from WEDC. Recipient accepts any risk associated with creating an account with Bill.com and releases WEDC from any liability related thereto.

12. Conflicts. In the event of any conflict between the provisions of this Agreement and any accompanying documents, the terms of this Agreement control.

13. Choice of Law. THIS AGREEMENT AND ALL MATTERS RELATING TO IT OR ARISING FROM IT – WHETHER SOUNDING IN CONTRACT LAW OR OTHERWISE – SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED PURSUANT TO, THE LAWS OF THE STATE OF WISCONSIN.

14. Venue, Jurisdiction. Any judicial action relating to the construction, interpretation, or enforcement of this Agreement, or the recovery of any principal, accrued interest, court costs, attorneys' fees and other amounts owed hereunder, shall be brought and venued in the U.S. District Court for the Western District of Wisconsin or the Dane County Circuit Court in Madison, Wisconsin. **EACH PARTY HEREBY CONSENTS AND AGREES TO JURISDICTION IN THOSE WISCONSIN COURTS, AND WAIVES ANY DEFENSES OR OBJECTIONS THAT IT MAY HAVE ON PERSONAL JURISDICTION, IMPROPER VENUE OR FORUM NON CONVENIENS.**

15. Waiver of Right to Jury Trial. EACH PARTY WAIVES ITS RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY JUDICIAL ACTION OR PROCEEDING THAT MAY ARISE BY AND BETWEEN WEDC AND THE RECIPIENT CONCERNING OR RELATING TO THE CONSTRUCTION, INTERPRETATION OR ENFORCEMENT OF THIS AGREEMENT, OR THE RECOVERY OF ANY PRINCIPAL, ACCRUED

INTEREST, COURT COSTS, ATTORNEYS' FEES AND OTHER AMOUNTS THAT MAY BE OWED BY THE RECIPIENT HEREUNDER. THIS JURY TRIAL WAIVER CONSTITUTES A SUBSTANTIAL CONSIDERATION FOR AND INDUCEMENT TO THE PARTIES TO ENTER INTO THIS AGREEMENT.

16. Limitation of Liability. RECIPIENT HEREBY WAIVES ANY RIGHT IT MAY HAVE TO CLAIM OR RECOVER FROM WEDC ANY SPECIAL, EXEMPLARY, PUNITIVE, CONSEQUENTIAL, OR DAMAGES OF ANY OTHER NATURE OTHER THAN ACTUAL DAMAGES INCURRED OR SUFFERED BY RECIPIENT.

17. Severability. If any provision of this Agreement is held invalid or unenforceable by any Governmental Body of competent jurisdiction, such invalidity or unenforceability shall not invalidate the entire Agreement. Instead, this Agreement shall be construed as if it did not contain the particular provision or provisions held to be invalid or unenforceable, and an equitable adjustment shall be made and necessary provisions added so as to give effect to the intention of the parties as expressed in this Agreement at the time of the execution of this Agreement and of any amendments to this Agreement. In furtherance of and not in limitation of the foregoing, the parties expressly stipulate that this Agreement shall be construed in a manner that renders its provisions valid and enforceable to the maximum extent (not exceeding its express terms) possible under applicable law. "Governmental Body" means any federal, state, local, municipal, foreign or other government; courts, arbitration commission, governmental or quasi-governmental authority of any nature; or an official of any of the foregoing.

18. WEDC is Not a Joint Venturer or Partner. WEDC shall not, under any circumstances, be considered or represented to be a partner or joint venturer of the Recipient or any beneficiary thereof.

19. Captions. The captions in this Agreement are for convenience of reference only and shall not define or limit any of the terms and conditions set forth herein.

20. No Waiver. No failure or delay on the part of WEDC in exercising any power or right under this Agreement shall operate as a waiver, nor shall any single or partial exercise of any such power or right preclude any other exercise of any other power or right.

21. Entire Agreement. This Agreement embodies the entire agreement of the parties concerning WEDC's and the Recipient's obligations related to the subject of this Agreement. This Agreement may not be amended, modified or altered except in writing signed by the Recipient and WEDC. This Agreement supersedes all prior agreements and understandings between the parties related to the subject matter of this agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, WEDC and the Recipient have executed and delivered this Agreement effective the date set forth next to WEDC's signature below.

WISCONSIN ECONOMIC DEVELOPMENT CORPORATION

By: _____
Melissa L. Hughes, Secretary and CEO
Date _____

CITY OF APPLETON

By: _____
Jake Woodford, Mayor
Date _____

Notices to the Recipient hereunder shall be in writing and shall be deemed to have been given: (i) at the time it is sent, as recorded by the WEDC's system, when sent by electronic mail during a business day or, if sent after the close of normal business hours on a business day or sent on a non-business day, at the start of normal business hours on the next business day or (ii) Three (3) Business Days after deposit in the United States mail, certified and with proper postage prepaid, addressed as follows:

City of Appleton
100 N. Appleton St.
Appleton, WI 54911
Attn: Chris Behrens
Email: chris.behrens@appleton.org

Notices to WEDC hereunder shall be in writing and shall be deemed to have been given: (i) at the time it is sent, as recorded by Recipient's system, when sent by electronic mail during a business day or, if sent after the close of normal business hours on a business day or sent on a non-business day, at the start of normal business hours on the next business day or (ii) Three (3) Business Days after deposit in the United States mail, certified and with proper postage prepaid, addressed as follows:

Wisconsin Economic Development Corporation
Division of Credit & Risk
P.O. Box 1687
Madison, WI 53701
Attn: Community Development Investment
Contract # CDI FY23-53405
Email: legal@wedc.org

**EXHIBIT A
REQUEST FOR WEDC PAYMENT**

Award Number: CDIFY23-53405		Rep:	Recipient: City of Appleton
FEIN #	Bill.com Payment Network ID (PNI):	Request Number:	
Program: Community Development Investment		Award Type: Grant	
Funding Period Covered by this Request From: _____ To _____			

PROJECT EXPENSES INCURRED/PAID DURING THIS PERIOD (see attachment)

Budget Code	Description Line Item	WEDC Funding This Period	+	Matching Funding This Period	=	Total This Period
0190	Demolition/Site Clearance					
0237	Site Preparation					
0200	Construction					
0415	Infrastructure					
TOTAL:						

- Check here if this is the Final Request for Payment. If there is a balance remaining on the Project it may be lapsed.

PAYMENT/PROJECT EXPENSE/MATCH DESCRIPTION - Disbursement

Prior to the release of funds, the following requirements must be met (to be initialed by WEDC staff):

- Recipient creating a Bill.com account unless Recipient has an existing account with Bill.com. Instructions for creating a Bill.com account will be provided by WEDC under separate cover. Recipient shall provide their Payment Network ID to WEDC with each request for payment. _____
- The Recipient submitting to WEDC a summary report of the Eligible Project Costs incurred against both the CDI Funds and Matching Funds. The amount of Matching Funds incurred for any request must be in an amount pro rata with the amount incurred against the CDI Funds being requested. _____
- The Recipient submitting to WEDC documentation evidencing that the Eligible Project Costs incurred at the Project Location against both the CDI Funds and Matching Funds covered by the disbursement request have been purchased or will be purchased through an invoice, receipt, registration form, or other third-party documentation that contains the following information: Vendor name and contact information; Description of the item(s) purchased; Cost of purchase; Date of purchase (invoice date or date received, not date ordered unless it is the same). _____
 - Recipient is not required to submit proof of purchase documentation (invoice, receipt, registration form, or other third-party documentation) for Matching Funds above \$250,000 or CDI Funds above \$250,000.
- The Recipient being in compliance with this Agreement, and with any other agreements by and between the Recipient and WEDC. _____
- The Recipient requesting all CDI Funds no later than February 28, 2026. _____

I hereby certify that the expenses reported on this form are in accordance with the terms of the Agreement and that complete and accurate records are being kept to substantiate such expenses.

Authorized Recipient Signature

Date

WEDC Division VP or Designee

Date

WEDC Servicing

Date

WEDC Controller or Finance Department

Date

Retain a copy of the completed form for your records and email a copy of the original and documentation to:
disbursements@wedc.org. The hard copy may be required to be sent upon request.



MEMORANDUM

TO: Community and Economic Development Committee (CEDC)
FROM: Karen Harkness, Director of Community & Economic Development
DATE: September 28, 2022
RE: CDI Grant Application to WEDC – Merge Urban Development

Staff is proposing to submit a Community Development Investment (CDI) grant application to Wisconsin Economic Development Corporation (WEDC) on behalf of and in collaboration with the owners of Merge Urban Development. This grant is designed to support private investment in new construction projects. The grant amount shall not exceed \$250,000, and the funds will be used for redeveloping a parcel within the downtown area. The project is known as Urbane115. The CDI grant does require a 1:1 match, and the developer's investment would count towards this match.

Urbane115 will be a 5-story mixed-use building on a vacant site at 115 E. Washington Street. The project is located in the City of Appleton's downtown, near College Avenue, City Center, and the Fox Cities Performing Arts Center. The project includes 56 residential units, a mix of: furnished studios, studios, one-bedroom units, and two-bedroom units. There will be 6,129 square feet of leasable commercial space on the first floor, which is designed to be divisible. The total project cost is \$12+ million. The project site is located in Outagamie County – Census Tract 55087010100 – a federally-designated Qualified Opportunity Zone.

In 2019, the City of Appleton began working with Merge Urban Development Group, the developer of Urbane115, to identify a project site for a mixed-use development that would aid in filling the City's gap in housing and respond to the City's Comprehensive & Downtown Plans. The development agreement was executed in August 2021, and the site was acquired shortly thereafter.

If awarded the grant, an agreement with the developer will need to be approved by Common Council at a future meeting which will outline how the grant funds will be disbursed and other WEDC grant requirements that need to be followed by the City and the property owners.

Please feel free to contact me at 920-832-6468 with any questions, or by email at karen.harkness@appleton.org.

Staff Recommendation:

The submission of the WEDC CDI grant applications **BE APPROVED** and the City accept the WEDC CDI grant funds should they be awarded.

Resolution No. 2022-07

**AUTHORIZING THE SUBMISSION OF A WISCONSIN ECONOMIC DEVELOPMENT CORPORATION
GRANT APPLICATION FOR THE COMMUNITY DEVELOPMENT INVESTMENT GRANT PROGRAM
ON BEHALF OF MERGE URBAN DEVELOPMENT GROUP; ACCEPT FUNDS**

INITIATED BY: CITY OF APPLETON COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT

WHEREAS, the Wisconsin Economic Development Corporation (WEDC) has grant funds available for projects to support local initiatives with a downtown emphasis by providing financial incentives for projects that are downtown community driven; and

WHEREAS, local municipalities are an eligible applicant and can apply for said grant funds; and

WHEREAS, the City of Appleton is applying for said grant funds for the proposed mixed-use project at 115 East Washington Street to offset costs incurred by the private developer.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Appleton that the proper City officials are hereby authorized to submit a Community Development Investment grant application to Wisconsin Economic Development Corporation to obtain funds for said purpose.

BE IT FURTHER RESOLVED that if said grant funds are awarded, the proper City officials are hereby authorized and directed to accept said funds, pursuant to the terms of the grant application, and to execute any and all documents and assurances which may be required for purposes of same.

Adopted this 5th day of October, 2022.



Jacob A. Woodford, Mayor



Attest: Kami Lynch, City Clerk



MEMORANDUM

TO: Community and Economic Development Committee (CEDC)

FROM: Matt Rehbein, Economic Development Specialist

DATE: March 8, 2023

RE: Business/Industrial Park Land Sale and Option Prices

Staff completes an annual review of the selling price of land in the City's business/industrial parks to see how competitive Appleton is with surrounding communities. Currently, the selling price of land in the City of Appleton's Southpoint Commerce Park is \$40,000.00/acre. The City has no remaining parcels for sale in the Northeast Business Park (NEBP).

There are currently 3 lots that are privately held and not developed in the Northeast Business Park subject to the City's right to repurchase. Privately owned, undeveloped lots are flagged in the City's AS400 system, and notification is given on the real estate inquiry form to ensure the City's right to repurchase is triggered as appropriate.

In the Southpoint Commerce Park, there are 21 fully improved lots available, of which 5 are under contract with F Street Development. The total inventory not under contract is approximately 51 acres. In 2022, 3.25 acres were sold to Farrell Investments and 2.16 acres were sold to Romenesko Developments (details in attached Industrial Land Sales Comparison – Exhibit A). Construction of a 250,000 square foot distribution warehouse was started by F Street in 2022, and Farrell Investments is expanding their existing facility. The City has an additional approximately 100 acres in Southpoint that are undeveloped that will yield approximately 80 developable acres. All available lots in the Southpoint Commerce Park are served by regional stormwater detention, and a wetland delineation was completed in 2020. See attached map for the available lots in Southpoint.

In order to ascertain how competitive Appleton is with neighboring communities, staff prepared an Industrial Land Asking Price Comparison (Exhibit B). Data was gathered from: direct contact with sellers, CoStar (which is a commercial real estate listing and comparable data service), and the Wisconsin Department of Revenue. There are additional lots marketed as available for industrial in the Fox Cities, but many of those could also be commercial which commands a much higher price and are not good comparables. All referenced industrial lots are broken down into one of three categories:

- 1) Municipally owned lots available for sale.
- 2) Privately owned lots available for sale.
- 3) Recent sales comparison.

In determining the sale price of lots, staff considers several factors, including the City's investment in creating the business park, cost to develop at these locations, competitive lot pricing, and uses of the property. It should also be noted that land pricing is but one component of actual "cost" when a business is considering a purchase in a business/industrial park. Infrastructure, access, availability of TIF financing and other incentives are all factored in.

Site selectors and businesses seeking new locations have shared with staff that the ability to respond quickly and creatively is crucial to landing deals. This has proved true for all recent transactions. Each company is going to have different priorities, beyond land price alone, such as infrastructure, approval process, timing, TIF contributions, etc. Effective January 1, 2023, TIF #6 is no longer on the tax roll. Staff is in the process of finalizing documentation for the closure of TIF #6 with the State of Wisconsin. This further increases the importance for the City to be in a position to act quickly and decisively when transactions come forward to ensure we secure sales in the business/industrial parks. We have been successful in doing this with all sale transactions over the past few years. In 2023, we still need to be responsive, but with a tightening market, we may not need to be as generous on financial incentives.

The industrial market for lease and purchase space has been tightening up over the past few years, creating a scarcity of large and small industrial space. As a result, we have seen increased activity in the Southpoint Commerce Park (both contracts and inquiries). This has generated greater interest in "speculative" building and, in turn, more inquiries about optioning land. In 2020, Council approved an option fee of 2% of the purchase price per year for parcels in excess of 5 acres. The option fee for lots less than 5 acres remains at 1% of the purchase price per year. This helps protect the City's inventory of marketable parcels while preserving the smaller users' ability to ensure they have control of their expansion space.

Additionally, when a real estate broker has been involved in the sale of a parcel in Southpoint, the City has historically paid a commission of eight percent (8%) of the sale price to procuring broker. This is the market rate for commissions on land sales and helps attract/retain the assistance of real estate brokers.

Based on this analysis, staff would recommend the City increase its current selling price to \$43,000 for business/industrial park land and option fees as outlined below. This puts Appleton in the middle range with regard to land prices.

Staff Recommendation:

The City of Appleton increase selling prices for business/industrial park land as follows:

Southpoint Commerce Park

All lots - \$43,000/Acre

The City of Appleton hold option fees to reflect 1% of the purchase price annually for lots of 5 or less acres and 2% of the purchase price annually for lots greater than 5 acres. The City continue to pay a commission of eight percent (8%) of the sale price when licensed broker is procuring cause for a transaction.

Note: Land prices are for fully improved lots and include the cost of concrete pavement.

EXHIBIT A

2010-2022 INDUSTRIAL LAND SALES COMPARISON (Municipal & Private Sales)

<i>Location</i>	<i>Sale Price</i>	<i>Size (In Acres)</i>	<i>Price/Acre</i>	<i>Sale Date</i>	
E Glendale (NEBP)	\$235,000	7.92	\$29,672	Nov-22	Partially usable (Wetlands)
Consolidated Ct., Grand Chute	\$525,000	5.35	\$98,131	Aug-22	Southwest Park
1401 E Evergreen, Grand Chute	\$715,000	17.59	\$40,648	May-22	
Southpoint (Appleton)	\$130,000	3.25	\$40,000	May-22	Farrell Investments
Southpoint (Appleton)	\$86,400	2.17	\$39,816	Apr-22	Romenesko Developments, Inc.
Southpoint (Appleton)	\$1,339,120	35.23	\$38,011	Dec-21	F Street Development (Phase II)
Southpoint (Appleton)	\$555,180	14.61	\$38,000	Sep-20	F Street Development (Phase I)
2433 Airport Park Dr. Greenville	\$108,000	2.62	\$41,221	Aug-20	Red Top Cab Co.
NEBP (Appleton)	\$57,600	1.44	\$40,000	Jul-20	S&D Masonry
892 Cold Spring Rd. Fox Crossing	\$129,000	3.5	\$36,857	Jan-20	Keeney Properties LLC
Southpoint (Appleton)	\$144,072	3.48	\$41,400	Oct-19	Custom Offsets
Southpoint (Appleton)	\$130,000	3.25	\$40,000	Nov-19	Messenger Property Management
Southpoint (Appleton)	\$168,400	4.21	\$40,000	May-19	New Morning Coffee Roasters
Greenville Dr. Greenville	\$1,109,920	32.3	\$34,362	Jul-19	Burns & McDonnell
Randolph Dr. Kaukauna	\$152,000	4	\$38,000	2019	Velocity Water Works
Evergreen Dr. Little Chute	\$1,100,000	20	\$55,000	Jan-19	Faith Technologies
Southpoint (Appleton)	\$511,000	14.6	\$35,000	Sep-18	Becknell Industrial
7241 Cty Rd. BB Neenah	\$679,000	41.54	\$35,000	Jun-18	
Oak Grove Rd. Prosperity Ctr., Kaukauna	\$186,200	4.90	\$38,000	Sep-17	Lot 6
Oak Grove Rd. Prosperity Ctr., Kaukauna	\$117,800	3.10	\$38,000	Sep-17	Lot 8
Oak Grove Rd. Prosperity Ctr., Kaukauna	\$117,040	3.08	\$38,000	Sep-17	Lot 9
CB & Rockwood Ln., Neenah (Town of)	\$208,623	10.60	\$19,681	Sep-17	Stuff-N-Storage (A-2 General Farming zoning)
Endeavor Dr., Appleton (SPCP)	\$132,000	3.30	\$40,000	Aug-17	Manda Panda Properties
Endeavor Dr., Appleton (SPCP)	\$150,300	3.34	\$45,000	Aug-17	Alco Tech
Integrity Way, Grand Chute	\$83,000	2.72	\$30,503	Jan-17	
Plank Rd. & Eisenhower, Appleton (SPCP)	\$329,400	7.32	\$45,000	Sep-16	Encapsys
Kaukauna Ind. Park	\$79,800	2.10	\$38,000	May-16	NorthStar Coop
Capitol Dr., Appleton (NEBP)	\$75,950	2.17	\$35,000	Mar-16	Romenesko Developments, Inc.
Goodland/Conkey, Appleton (NEBP)	\$100,000	2.69	\$37,175	Dec-15	Quantum Healthcare
Kaukauna Ind. Park	\$228,000	6.00	\$38,000	Jul-15	Polyflex
Capitol Dr., Appleton (NEBP)	\$155,750	4.45	\$35,000	May-15	RP5, LLC
Goodland Dr., Appleton (NEBP)	\$115,200	2.88	\$40,000	Apr-15	Farrell Investments
Lakeland Dr., Appleton (SPCP)	\$58,000	1.37	\$42,336	Sep-13	Flair

*SPCP=Southpoint Commerce Park

**NEBP=Northeast Business Park

Sources:

*Seller Contact
CoStar
WI Dept. of Revenue*

EXHIBIT B**INDUSTRIAL LAND ASKING PRICE COMPARISON****Municipally Owned Land Asking Price Comparison**

<i>Municipality</i>	<i>Ask Price/Acre</i>	<i>Regional Stormwater</i>	<i>Concrete Streets</i>	<i>Utilities</i>	<i>Incentives</i>
Appleton	\$40,000	Y	Y	Y	N/A
Neenah	\$35,000	Y	Y	Y	TIF/Land grant
Kaukauna	\$34,000 to \$50,000	Y	Y	Y	Redevelopment Authority loans

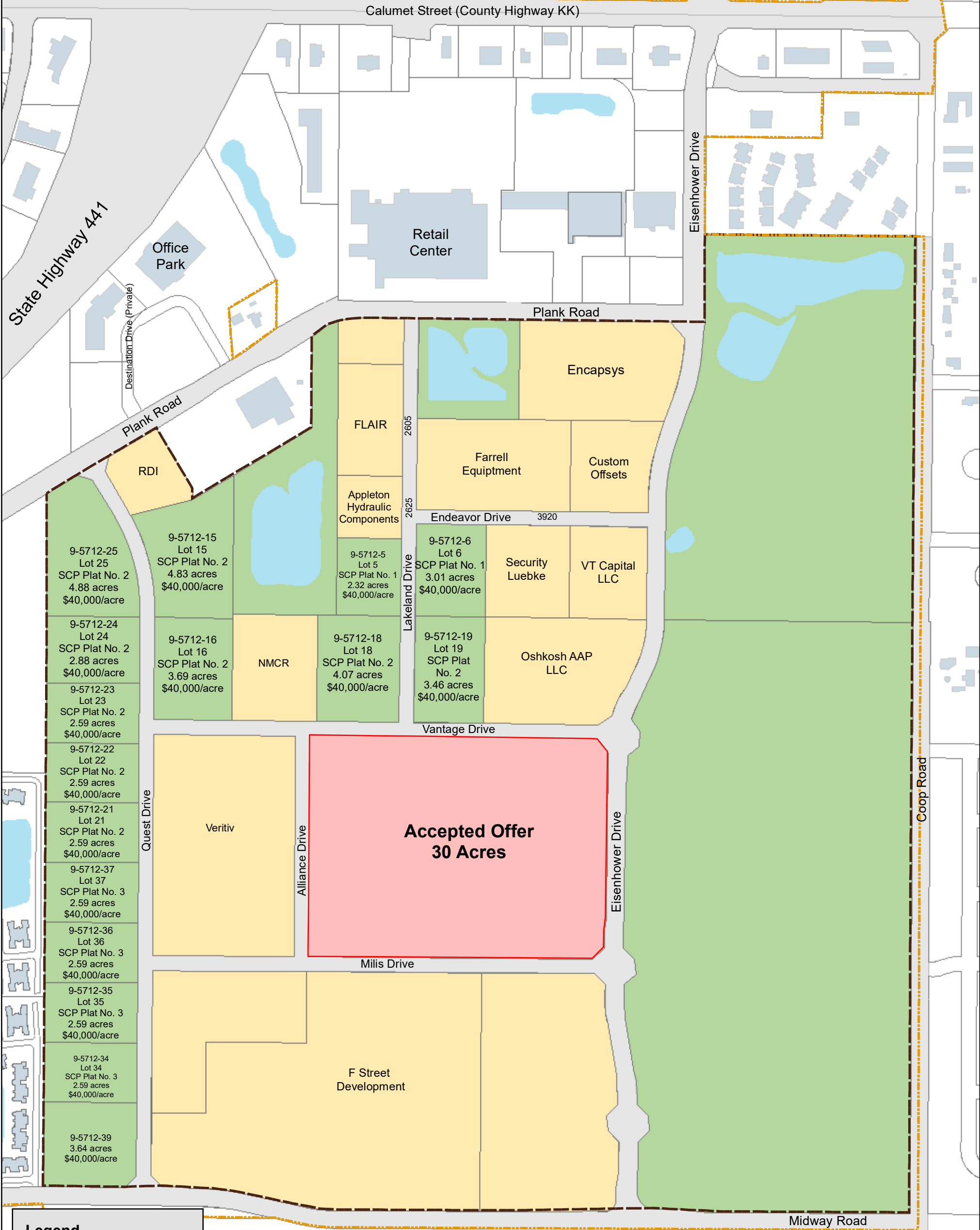
Privately Owned Land Asking Price Comparison (Over 10 acres, per CoStar listings)

<i>Municipality of Private Property</i>	<i>Ask Price/Acre</i>	<i>Largest Contiguous Lot (In Acres)</i>	<i>Location</i>	<i>Notes</i>
Grand Chute	\$49,500	16.00	McCarthy Rd.	Divisible/Sewer and water at lot line
Little Chute	\$57,143	21.00	4001 Freedom Rd.	Water/Sewer/Gas across road
Grand Chute	\$61,990	31.86	Consolidated Ct.	Usability limited
Fox Crossing	\$48,500	41.54	7241 Cty. Rd. BB	Municipal utilities available

Sources:

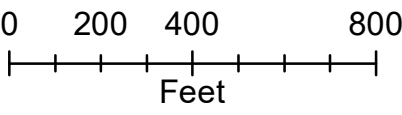
Seller Contact
CoStar
WI Dept. of Revenue

Southpoint Commerce Park Appleton, Wisconsin



Legend

- Accepted Offer
- City Limits
- Park Boundary
- For Sale (City Owned)
- Privately Owned Parcels



Submittal of Annual Reports and Other Compliance Documents for Municipal Separate Storm Sewer System (MS4) Permits

NOTE: Missing or incomplete fields are highlighted at the bottom of each page. You may save, close and return to your draft permit as often as necessary to complete your application. After 120 days your draft is **deleted**.

--	--	--	--	--	--	--

Form 3400-224(R8/2021)

Reporting Information :

Will you be completing the Annual Report or other submittal type? Annual Report Other

Project Name: 2022 Annual Report

County: Outagamie

Municipality: Appleton City

Permit Number: S050075

Facility Number: 31098

Reporting Year: 2022

Is this submittal also satisfying an Urban Nonpoint Source Grant funded deliverable? Yes No

Under s. 283.53(3)(a), a general MS4 permittee is required to reapply for permit coverage at least 180 days prior to the expiration date of the permit .

In order to acknowledge that you are reapplying for permit coverage, please check the following box:

Required Attachments and Supplemental Information

Please complete the contents of each tab to submit your MS4 permit compliance document. The information included in this checklist is necessary for a complete submittal. A complete and detailed submittal will help us review about your MS4 permit document. To help us make a decision in the shortest amount of time possible, the following information must be submitted:

Annual Report

- Review related web site and instructions for [Municipal storm water permit eReporting](#) [Exit Form]
- Complete all required fields on the annual report form and upload required attachments
- Attach the following other supporting documents as appropriate using the attachments tab above
 - Public Education and Outreach Annual Report Summary
 - Public Involvement and Participation Annual Report Summary

- Illicit Discharge Detection and Elimination Annual Report Summary
 - Construction Site Pollution Control Annual Report Summary
 - Post-Construction Storm Water Management Annual Report Summary
 - Pollution Prevention Annual Report Summary
 - Leaf and Yard Waste Management
 - Municipal Facility (BMP) Inspection Report
 - Municipal Property SWPPP
 - Municipally Property Inspection Report
 - Winter Road Maintenance
 - Storm Sewer Map Annual Report Attachment
 - Storm Water Quality Management Annual Report Attachment
 - TMDL Attachment
 - Storm Water Consortium/Group Report
 - Municipal Cooperation Attachment
 - Other Annual Report Attachment
- Attach the following permit compliance documents as appropriate using the attachments tab above
- Storm Water Management Program
 - Public Education and Outreach Program
 - Public Involvement and Participation Program
 - Illicit Discharge Detection and Elimination Program
 - Construction Site Pollutant Control Program
 - Post-Construction Storm Water Management Program
 - Pollution Prevention Program
 - Municipal Storm Water Management Facility (BMP) Inventory
 - Municipal Storm Water Management Facility (BMP) Inspection and Maintenance Plan
 - Total Maximum Daily Load documents (**if applicable, see permit for due dates.*)
 - TMDL Mapping*
 - TMDL Modeling*
 - TMDL Implementation Plan*
 - Fecal Coliform Screening Parameter *
 - Fecal Coliform Inventory and Map (*S050075-03 general permittees Appendix B B.5.2 – document due to the department by March 31, 2022*)
 - Fecal Coliform Source Elimination Plan (*S050075-03 general permittees Appendix B - document due to the department by October 31,2023*)
- Sign and Submit form

Municipal Contact Information- Complete

Notice: Pursuant to s. NR 216.07(8), Wis. Adm. Code, an owner or operator of a Municipal Separate Storm Sewer System (MS4) is required to submit an annual report to the Department of Natural Resources (Department) by March 31 of each year to report on activities for the previous calendar year ("reporting year"). This form is being provided by the Department for the user's convenience for reporting on activities undertaken in each reporting year of the permit term. Personal information collected will be used for administrative purposes and may be provided to the extent required by Wisconsin's Open Records Law [ss. 19.31-19.39, Wis. Stats.].

Note: Compliance items must be submitted using the Attachments tab.

Municipality Information

Name of Municipality: Appleton City

Facility ID # or (FIN): 31098

Updated Information: Check to update mailing address information

Mailing Address: 100 North Appleton Street

Mailing Address 2:

City: Appleton City

State: WI

Zip Code: 54911 xxxxx or xxxxx-xxxx

Primary Municipal Contact Person (Authorized Representative for MS4 Permit)

The "Authorized Representative" or "Authorized Municipal Contact" includes the municipal official that was charged with compliance and oversight of the permit conditions, and has signature authority for submitting permit documents to the Department (i.e., Mayor, Municipal Administrator, Director of Public Works, City Engineer).

Select to **create new** primary contact

First Name: Danielle

Last Name: Block

Select to **update** current contact information

Title: DPW Director

Mailing Address: 100 N. Appleton Street

Mailing Address 2:

City: Appleton

State: WI

Zip Code: 54911 xxxxx or xxxxx-xxxx

Phone Number: 920-832-6474 Ext: xxx-xxx-xxxx

Email: danielle.block@appleton.org

Additional Contacts Information (Optional)

Individual with responsibility for:
(Check all that apply)

- I&E Program
- IDDE Program
- IDDE Response Procedure Manual
- Municipal-wide Water Quality Plan
- Ordinances
- Pollution Prevention Program
- Post-Construction Program
- Winter roadway maintenance

First Name: Nathan

Last Name: Loper

Title: Dep Direc Operations

Mailing Address: 100 N. Appleton Street

Mailing Address 2:

City: Appleton

State: WI

Zip Code: 54911 xxxxx or xxxxx-xxxx

Phone Number: 920-832-5580 Ext: xxx-xxx-xxxx

Email: nathan.loper@appleton.org

Municipal Billing Contact Person (Authorized Representative for MS4 Permit)

Select to **create new** Billing contact

First Name: Danielle

Last Name: Block

Select to **update** current contact information

Title: Director of Public Works

Mailing Address: 100 North Appleton Street

Mailing Address 2:

City: Appleton

State: WI

Zip Code: 54911 xxxxx or xxxxx-xxxx

Phone Number: 920-832-6474 Ext: xxx-xxx-xxxx

Email: danielle.block@appleton.org

1. Does the municipality rely on another entity to satisfy some of the permit requirements?

Yes No

Public Education and Outreach Fox-Wolf Watershed Alliance and Northeast Wisconsin Stormwater Consortium

Public Involvement and Participation Fox-Wolf Watershed Alliance and Northeast Wisconsin Stormwater Consortium

Illicit Discharge Detection and Elimination Westwood Professional Services

Construction Site Pollutant Control

Post-Construction Storm Water Management raSmith and Brown and Caldwell

Pollution Prevention

2. Has there been any changes to the municipality's participation in group efforts towards permit compliances (i.e., the municipality has added or dropped consortium membership)?

Yes No

Missing Information

Do not close your work until you **SAVE**.

Note: For the minimum control measures, you must fill out all questions in sections 1 through 7.

Form 3400-224 (R8/2021)

Minimum Control Measures- Section 1 : Complete

1. Public Education and Outreach

- a. Does MS4 conduct any educational efforts or events independently (not with a group) Yes
 No
- b. How many total educational events were held during the reporting year:
- c. The permit requires that both passive and interactive mechanisms are utilized. How many interactive mechanisms were used during the reporting year?

Topics Covered	Target Audience
<input checked="" type="checkbox"/> Illicit discharge detection and elimination	<input checked="" type="checkbox"/> General Public
<input checked="" type="checkbox"/> Household hazardous waste disposal/pet waste management/vehicle washing	<input checked="" type="checkbox"/> Public Employees
<input checked="" type="checkbox"/> Yard waste management/pesticide and fertilizer application	<input checked="" type="checkbox"/> Residents
<input checked="" type="checkbox"/> Stream and shoreline management	<input checked="" type="checkbox"/> Businesses
<input checked="" type="checkbox"/> Residential infiltration	<input checked="" type="checkbox"/> Contractors
<input checked="" type="checkbox"/> Construction sites and post-construction storm water management	<input checked="" type="checkbox"/> Developers
<input checked="" type="checkbox"/> Pollution prevention	<input type="checkbox"/> Industries
<input checked="" type="checkbox"/> Green infrastructure/low impact development	<input type="checkbox"/> Public Officials
<input type="checkbox"/> Other: <input type="text"/>	<input type="checkbox"/> Other

- d. Will additional information/summary of education events be attached to the annual report? Yes
 No

If no, please provide additional comment in the brief explanation box below. *Limit response to 250 characters and/or attach supplemental information on the attachments page.*

Missing Information

Do not close your work until you **SAVE**.

Note: For the minimum control measures, you must fill out all questions in sections 1 through 7

Form 3400-224 (R8/2021)

Minimum Control Measures - Section 2 : Complete

2. Public Involvement and Participation

- a. Permit Activities. Complete the following information on Public Involvement and Participation Activities related to storm water. Select the Delivery Mechanism that best describes how the permit

activities were conveyed to your population. Use the Add Event to add additional entries.

Event Start Date	2/18/2022		
Project/Event Name	2021 Annual Report review by elected officials		
Delivery Mechanism	Government Event (Public Hearing, Council Meeting, etc)		
Topics Covered	Target Audience	Estimated People Reached (Optional)	Regional Effort (Optional)
<input checked="" type="checkbox"/> MS4 Annual Report <input type="checkbox"/> Storm Water Management Program <input type="checkbox"/> Storm Water related ordinance <input type="checkbox"/> Other: <input type="text"/>	<input checked="" type="checkbox"/> General Public <input type="checkbox"/> Public Employees <input type="checkbox"/> Residents <input type="checkbox"/> Businesses <input type="checkbox"/> Contractors <input type="checkbox"/> Developers <input type="checkbox"/> Industries <input checked="" type="checkbox"/> Public Officials <input type="checkbox"/> Other	11-50	<input type="radio"/> Yes <input checked="" type="radio"/> No
Event Start Date	7/22/2022		
Project/Event Name	Citywide SWMP update elected officials review		
Delivery Mechanism	Government Event (Public Hearing, Council Meeting, etc)		
Topics Covered	Target Audience	Estimated People Reached (Optional)	Regional Effort (Optional)
<input type="checkbox"/> MS4 Annual Report <input checked="" type="checkbox"/> Storm Water Management Program <input type="checkbox"/> Storm Water related ordinance <input type="checkbox"/> Other: <input type="text"/>	<input checked="" type="checkbox"/> General Public <input type="checkbox"/> Public Employees <input type="checkbox"/> Residents <input type="checkbox"/> Businesses <input type="checkbox"/> Contractors <input type="checkbox"/> Developers <input type="checkbox"/> Industries <input checked="" type="checkbox"/> Public Officials <input type="checkbox"/> Other	11-50	<input type="radio"/> Yes <input checked="" type="radio"/> No
Event Start Date	2/18/2022		
Project/Event Name	Post Construction Stormwater Ordinance update		
Delivery Mechanism	Government Event (Public Hearing, Council Meeting, etc)		
Topics Covered	Target Audience	Estimated People Reached (Optional)	Regional Effort (Optional)
<input type="checkbox"/> MS4 Annual Report <input type="checkbox"/> Storm Water Management Program <input checked="" type="checkbox"/> Storm Water related ordinance <input type="checkbox"/> Other: <input type="text"/>	<input checked="" type="checkbox"/> General Public <input type="checkbox"/> Public Employees <input type="checkbox"/> Residents <input type="checkbox"/> Businesses <input checked="" type="checkbox"/> Contractors <input checked="" type="checkbox"/> Developers <input type="checkbox"/> Industries <input checked="" type="checkbox"/> Public Officials <input type="checkbox"/> Other	11-50	<input type="radio"/> Yes <input checked="" type="radio"/> No
Event Start Date	10/7/2022		

Project/Event Name	Erosion Control ordinance and program updates		
Delivery Mechanism	Government Event (Public Hearing, Council Meeting, etc)		
Topics Covered	Target Audience	Estimated People Reached (Optional)	Regional Effort (Optional)
<input type="checkbox"/> MS4 Annual Report <input type="checkbox"/> Storm Water Management Program <input checked="" type="checkbox"/> Storm Water related ordinance <input type="checkbox"/> Other: <input type="text"/>	<input checked="" type="checkbox"/> General Public <input type="checkbox"/> Public Employees <input type="checkbox"/> Residents <input type="checkbox"/> Businesses <input checked="" type="checkbox"/> Contractors <input type="checkbox"/> Developers <input type="checkbox"/> Industries <input checked="" type="checkbox"/> Public Officials <input type="checkbox"/> Other	11-50	<input type="radio"/> Yes <input checked="" type="radio"/> No

b. Volunteer Activities. Complete the following information on Public Involvement and Participation Activities related to storm water. Select the Delivery Mechanism that best describes how volunteer activities were conveyed to your population. Use the Add Event to add additional entries.

Event Start Date	5/7/2022	<input type="checkbox"/> NA (Individual Permittee).	
Project/Event Name	Fox River Cleanup		
Delivery Mechanism	Clean up event		
Topics Covered	Target Audience	Estimated People Reached (Optional)	Regional Effort (Optional)
Volunteer Opportunity	<input checked="" type="checkbox"/> General Public <input type="checkbox"/> Public Employees <input type="checkbox"/> Residents <input type="checkbox"/> Businesses <input type="checkbox"/> Contractors <input type="checkbox"/> Developers <input type="checkbox"/> Industries <input type="checkbox"/> Public Officials <input type="checkbox"/> Other	101 +	<input checked="" type="radio"/> Yes <input type="radio"/> No

Event Start Date	11/10/2021	<input type="checkbox"/> NA (Individual Permittee).	
Project/Event Name	FWWA Chloride Monitoring		
Delivery Mechanism	Stream monitoring		
Topics Covered	Target Audience	Estimated People Reached (Optional)	Regional Effort (Optional)
Volunteer Opportunity	<input checked="" type="checkbox"/> General Public <input type="checkbox"/> Public Employees <input checked="" type="checkbox"/> Residents <input type="checkbox"/> Businesses	1 - 10	<input checked="" type="radio"/> Yes <input type="radio"/> No

- Contractors
- Developers
- Industries
- Public Officials
- Other

c. Brief explanation on Public Involvement and Participation reporting. *Limit response to 250 characters and/or attach supplemental information on the attachments page.*

Missing Information

Do not close your work until you **SAVE**.

Note: For the minimum control measures, you must fill out all questions in sections 1 through 7

Form 3400-224 (R8/2021)

Minimum Control Measures - Section 3 : Complete

3. Illicit Discharge Detection and Elimination

- a. How many total outfalls does the municipality have? Unsure
- b. How many outfalls did the municipality evaluate as part of their routine ongoing field screening program? Unsure
- c. From the municipality's routine screening, how many were confirmed illicit discharges? Unsure
- d. How many illicit discharge complaints did the municipality receive? Unsure
- e. From the complaints received, how many were confirmed illicit discharges? Unsure
- f. How many of the identified illicit discharges did the municipality eliminate in the reporting year (from both routine screening and complaints)? Unsure

(If the sum of 3.c. and 3.e. does not equal 3.f., please explain below.)

g. How many of the following enforcement mechanisms did the municipality use to enforce its illicit discharge ordinance? Check all that apply and enter the number of each used in the reporting year. Unsure

- Verbal Warning
- Written Warning (including email)
- Notice of Violation
- Civil Penalty/ Citation

Additional Information:

h. Brief explanation on Illicit Discharge Detection and Elimination reporting. *If you marked Unsure for any questions above, justify the reasoning. Limit response to*

250 characters and/or attach supplemental information on the attachments page.

Program the same as previous years. Unresolved discharges are related to conductivity, which is difficult to track and remove.

Missing Information

Do not close your work until you **SAVE**.

Note: For the minimum control measures, you must fill out all questions in sections 1 through 7

Form 3400-224 (R8/2021)

Minimum Control Measures - Section 4 : Complete

4. Construction Site Pollutant Control

- a. How many total construction sites with one acre or more of land disturbing construction activity were active at any point in the reporting year? Unsure
- b. How many construction sites with one acre or more of land disturbing construction activity did the municipality issue permits for in the reporting year? Unsure
- c. How many erosion control inspections did the municipality complete in the reporting year (at sites with one acre or more of land disturbing construction activity)? Unsure
- d. What types of enforcement actions does the municipality have available to compel compliance with the regulatory mechanism? Check all that apply and enter the number of each used in the reporting year. Unsure
- | | |
|---|---------------------------------|
| <input type="checkbox"/> No Authority | |
| <input checked="" type="checkbox"/> Verbal Warning | <input type="text" value="64"/> |
| <input checked="" type="checkbox"/> Written Warning (including email) | <input type="text" value="25"/> |
| <input checked="" type="checkbox"/> Notice of Violation | <input type="text" value="1"/> |
| <input checked="" type="checkbox"/> Civil Penalty/ Citation | <input type="text" value="0"/> |
| <input checked="" type="checkbox"/> Stop Work Order | <input type="text" value="0"/> |
| <input type="checkbox"/> Forfeiture of Deposit | <input type="text"/> |
| <input type="checkbox"/> Other - Describe below | <input type="text"/> |
- e. Brief explanation on Construction Site Pollutant Control reporting . *If you marked Unsure for any questions above, justify the reasoning. Limit response to 250 characters and/or attach supplemental information on the attachments page.*

A new Erosion Control Inspector started January 2022. Attended NEWSC and NASECA training. Due to staffing limits and large number of single family construction, revised ordinance and program to permit only sites disturbing one acre or more.

Missing Information

Note: For the minimum control measures, you must fill out all questions in sections 1 through 7

Minimum Control Measures - Section 5 : Complete

5. Post-Construction Storm Water Management

a. How many sites with new structural storm water management Best Management Practice (BMP) have received local approval ? Unsure

*Engineered and constructed systems that are designed to provide storm water quality control such as wet detention ponds, constructed wetlands, infiltration basins, grassed swales, permeable pavement,

b. Does the MS4 have procedures for inspecting and maintaining private storm water facilities? Yes No Unsure

c. If Yes, how many privately owned storm water management facilities were inspected in the reporting year ? Unsure
Inspections completed by private landowners should be included in the reported number.

d. Does the municipality utilize privately owned storm water management BMP in its pollutant reduction analysis? Yes No Unsure

e. If yes, does MS4 have maintenance authority on these privately owned BMPs? Unsure

f. How many municipally owned storm water management BMPs were inspected in the reporting year? Unsure

g. What types of enforcement actions does the municipality have available to compel compliance with the regulatory mechanism? Check all that apply and enter the number of each used in the reporting year. Unsure

- No Authority
- Verbal Warning
- Written Warning (including email)
- Notice of Violation
- Civil Penalty/ Citation
- Forfeiture of Deposit
- Complete Maintenance
- Bill Responsible Party
- Other - Describe below

e. Brief explanation on Post-Construction Storm Water Management reporting. *If marked 'Unsure' on any questions above, justify your reasoning. Limit your response to 250 characters and/or attach supplemental information on the attachments page.*

The verbal and written warnings are not tracked and the numbers reported are approximate.

Missing Information

Do not close your work until you **SAVE**.

Note: For the minimum control measures, you must fill out all questions in sections 1 through 7

Form 3400-224 (R8/2021)

Minimum Control Measures - Section 6 : Complete

6. Pollution Prevention

Storm Water Management Best Management Practice Inspections Not Applicable

- a. Enter the total number of municipally owned or operated structural storm water management best management practices. Unsure
- b. How many new municipally owned storm water management best management practices were installed in the reporting year? Unsure
- c. How many municipally owned storm water management best management practices were inspected in the reporting year? Unsure
- d. What elements are looked at during inspections (250 character limit)?
- e. How many of these facilities required maintenance? Unsure
- f. Brief explanation on Storm Water Management Best Management Practice inspection reporting. *If you marked Unsure for any questions above, justify the reasoning. Limit response to 250 characters and/or attach supplemental information on the attachments page.*

Public Works Yards & Other Municipally Owned Properties (SWPPP Plan Review) Not Applicable

- g. How many municipal properties require a SWPPP? Unsure
- h. How many inspections of municipal properties have been conducted in the reporting year? Unsure
- i. Have amendments to the SWPPPs been made?
 Yes No Unsure
- j. If yes, describe what changes have been made. Limit response to 250 characters and/or attach supplemental information on the attachment page:
- k. Brief explanation on Storm Water Pollution Prevention Plan reporting. *If you marked Unsure for any questions above, justify the reasoning. Limit response to 250 characters and/or attach supplemental information on the attachments page.*

DPW provides inspection and plan updates for Facilities Department sites, including their main Operations site and Reid Golf Course Maintenance Area. Fire and Utilities Debts perform their own inspections and update their own plans.

Collection Services - *Street Sweeping / Cleaning Program* Not Applicable

- l. Did the municipality conduct street sweeping/cleaning during the reporting year?
 Yes No Unsure
- m. If known, how many tons of material was removed? Unsure
- n. Does the municipality have a low hazard exemption for this material? Yes No
- o. If street cleaning is identified as a storm water best management practice in the pollutant loading analysis, was street cleaning completed at the assumed frequency?
 Yes - Explain frequency 3 wks, 6 wks if pond, arterial collector 2 wks
 No - Explain _____
 Not Applicable

Collection Services - *Catch Basin Sump Cleaning Program* Not Applicable

- p. Did the municipality conduct catch basin sump cleaning during the reporting year? Yes No Unsure
- q. How many catch basin sumps were cleaned in the reporting year? Unsure
- r. If known, how many tons of material was collected? Unsure
- s. Does the municipality have a low hazard exemption for this material? Yes No
- t. If catch basin sump cleaning is identified as a storm water best management practice in the pollutant loading analysis, was cleaning completed at the assumed frequency?
 Yes- Explain frequency inspect measure sediment in all clean if needed
 No - Explain _____
 Not Applicable

Collection Services - *Leaf Collection Program* Not Applicable

- u. Does the municipality conduct curbside leaf collection? Yes No Unsure
- v. Does the municipality notify homeowners about pickup? Yes No Unsure
- w. Where are the residents directed to store the leaves for collection?
 Pile on terrace Pile in street Bags on terrace Unsure
 Other - Describe _____
- x. What is the frequency of collection?
4 rounds every 2 weeks
- y. Is collection followed by street sweeping/cleaning? Yes No Unsure
- z. Brief explanation on Collection Services reporting. *If you*

marked *Unsure* for any questions above, justify the reasoning. Limit response to 250 characters and/or attach supplemental information on the attachments page

Built new equipment and implemented first phase of vacuum leaf collection.

Winter Road Management Not Applicable

*Note: We are requesting information that goes beyond the reporting year, answer the best you can.

aa. How many lane-miles of roadway is the municipality responsible for doing snow and ice control? (One mile of a two-way road equals two lane miles.) Unsure

ab. Provide amount of de-icing products used by month last winter season? Solids (tons) (ex. sand, or salt-sand)

Product	Oct	Nov	Dec	Jan	Feb	Mar
<u>Salt</u>	0	56	659	660	942	269

Liquids (gallons) (ex. brine)

	Oct	Nov	Dec	Jan	Feb	Mar
<u>Brine</u>	0	761	14910	14303	18874	4241
<u>Pre-wetting compound</u>	0	0	236	424	73	0

ac. Was salt applying machinery calibrated in the reporting year? Yes No Unsure

ad. Have municipal personnel attended salt reduction strategy training in the reporting year? Yes No Unsure

Training Date	Training Name	# Attendance
11/3/2022	NEWSC Salt Training	3
8/3/2022	Salt Wise	2
3/23/2022	Salt Wise	9

ae. Brief explanation on Winter Road Management reporting. If you marked *Unsure* for any questions above, justify the reasoning. Limit response to 250 characters and/or attach supplemental information on the attachments page

Salt use on downward trend.

Internal (Staff) Education & Communication

af. Has the municipality provided an opportunity for internal training or education to staff implementing the municipality's procedures for each of the pollution prevention program element? Yes No Unsure

If yes, describe what training was provided (250 character limit):

components of MS4 permit, dept/division roles in meeting permit requirements, individual responsibilities, good housekeeping and spill response

When: August - November 2022

How many attended: 86

ag. Describe how the municipality has kept the following local officials and municipal

staff aware of the municipal storm water discharge permit programs, procedures and pollution prevention program requirements.

Elected Officials

Presentations to Utilities Committee as needed throughout the year

Municipal Officials

same as elected officials

Appropriate Staff (such as operators, Department heads, and those that interact with public)

Monthly staff and workgroup meetings

- a. Brief explanation on Internal Education reporting. *If you marked Unsure for any questions above, justify the reasoning. Limit response to 250 characters and/or attach supplemental information on the attachments page.*

Missing Information

Do not close your work until you **SAVE**.

Note: For the minimum control measures, you must fill out all questions in sections 1 through 7

Form 3400-224 (R8/2021)

Minimum Control Measures - Section 7 : Complete

7. Storm Sewer System Map

- a. Did the municipality update their storm sewer map this year?

Yes No Unsure

If yes, check the areas the map items that got updated or changed:

Storm water treatment facilities

Storm pipes

Vegetated swales

Outfalls

Other - Describe below

- b. Brief explanation on Storm Sewer System Map reporting. *If you marked Unsure for an question for any questions above, justify the reasoning. Limit response to 250 characters and/or attach supplemental information on the attachments page.*

See attached list of updates per map.

Missing Information

Do not close your work until you SAVE.

Form 3400-224 (R8/2021)

Final Evaluation - Complete

Fiscal Analysis

Complete the fiscal analysis table provided below. For municipalities that do not break out funding into permit program elements, please enter the monetary amount to your best estimate of what funding may be going towards these programs.

Annual Expenditure Reporting Year	Budget Reporting Year	Budget Upcoming Year	Source of Funds
-----------------------------------	-----------------------	----------------------	-----------------

Element: Public Education and Outreach

7,535	8,000	8,000	<u>Storm water utility</u>
-------	-------	-------	----------------------------

Element: Public Involvement and Participation

4,941	5,000	5,000	<u>Storm water utility</u>
-------	-------	-------	----------------------------

Element: Illicit Discharge Detection and Elimination

16,465	20,000	20,000	<u>Storm water utility</u>
--------	--------	--------	----------------------------

Element: Construction Site Pollutant Control

86,040	108,850	102,678	<u>Storm water utility</u>
--------	---------	---------	----------------------------

Element: Post-Construction Storm Water Management

135,175	100,000	125,000	<u>Storm water utility</u>
---------	---------	---------	----------------------------

Element: Pollution Prevention

1,569,212	1,564,840	1,774,608	<u>Storm water utility</u>
-----------	-----------	-----------	----------------------------

Other (describe)

Mapping, Annual Report, DNR fee			
---------------------------------	--	--	--

12,600	12,600	12,600	<u>Storm water utility</u>
--------	--------	--------	----------------------------

Please provide a justification for a "0" entered in the Fiscal Analysis. *Limit response to 250 characters.*

Water Quality

a: Were there any known water quality improvements in the receiving waters to which the

municipality's storm sewer system directly discharges to?

Yes No Unsure If Yes, explain below:

4 new sump structures installed in reconstruction area

b: Were there any known water quality degradation in the receiving waters to which the municipality's storm sewer system directly discharges to?

Yes No Unsure If Yes, explain below:

c: Have any of the receiving waters that the municipality discharges to been added to the impaired waters list during the reporting year?

Yes No Unsure

d: Has the municipality evaluated their storm water practices to reduce the pollutants of concern?

Yes No Unsure

Storm Water Quality Management

a. Has the municipality completed or updated modeling in the reporting year (relating to developed urban area performance standards of s. NR 151.13(2)(b)1., Wis. Adm. Code)? Yes No

b. If yes, enter percent reduction in the annual average mass discharging from the entire MS4 to surface waters of the state as compared to implementing no storm water management controls:

Total suspended solids (TSS)

Total phosphorus (TP)

Status of Total Maximum Daily Loads (TMDLs) Implementation

The permittee Appleton City is subject to the following approved TMDLs: Lower Fox River Basin and Lower Green Bay; Upper Fox and Wolf River Basin

The permittee intends to comply with the following permit requirements to show progress towards meeting the TMDL:

[A.3.1] The Permittee is following the TMDL Compliance Plan, which received department concurrence prior to April 30, 2019.

The permittee is confirming that all planned efforts are on schedule.

Agree Disagree

[A.6.3] Final Documentation.

The permittee is confirming that all planned efforts are on schedule to submit the final documentation materials [updates to mapping, modeling, tabular summary, and Implementation Plan] under section A.6.3 by October 31, 2023.

Agree Disagree

[C.3-4] The Permittee is confirming that all planned efforts are on schedule to meet requirements due to the department.

- For an Adaptive Management project, a plan is required within 36 months of the TMDL approval date.
- For TMDL Implementation, updates to mapping, modeling, tabular summary, and Implementation Plan documents are required within 48 months of the TMDL approval date.)

Agree Disagree

Additional Information

Based on the municipality's storm water program evaluation, describe any proposed changes to the municipality's storm water program. *If your response exceeds the 250 character limit, attach supplemental information on the attachments page.*

Updated Citywide SWMP approved in September 2022 with most implementation beginning in 2023. Updated Post-construction ordinance requiring TSS and TP removal per the TMDL reached effective August 1, 2022.

Do not close your work until you SAVE.

--	--	--	--	--	--	--

Form 3400-224 (R8/2021)

Requests for Assistance on Understanding Permit Programs

Would the municipality like the Department to contact them about providing more information on understanding any of the Municipal Separate Storm Sewer Permit programs?

Please select all that apply:

- Public Education and Outreach
- Public Involvement and Participation
- Illicit Discharge Detection and Elimination
- Construction Site Pollutant Control
- Post-Construction Storm Water Management
- Pollution Prevention
- Storm Water Quality Management
- Storm Sewer System Map
- Water Quality Concerns
- Compliance Schedule Items Due
- MS4 Program Evaluation

Do not close your work until you **SAVE**.

Form 3400-224(R8/2021)

Required Attachments and Supplemental Information

Any other MS4 program information for inclusion in the Annual Report may be attached on here. Use the Add Additional Attachments to add multiple documents.

Upload Required Attachments (15 MB per file limit) - [Help reduce file size and trouble shoot file uploads](#)

*Required Item

Note: To replace an existing file, use the 'Click here to attach file ' link or press the to delete an item.

Storm Sewer System Map

 File Attachment

[Mapchanges1.pdf](#)

Attach - Other Supporting Documents

AR Other

 File Attachment

[DNRMap1.pdf](#)

AR IDDE

 File Attachment

[AppletonSummaryReport2022Reduced.pdf](#)

AR EO

 File Attachment

[2022CompletedIEActivitiesforannualreport.pdf](#)

AR SWGroupReport

 File Attachment

[2022NEWSCAnnualReport1.pdf](#)

AR IP

 File Attachment

[2022PublicParticipationcompletedactivities.pdf](#)

AR Other

 File Attachment

[DNRMap2.pdf](#)

AR Other

 File Attachment

[DNRMap3.pdf](#)

(To remove items, use your cursor to hover over the attachment section. When the drop down arrow appears, select remove item)

Attach - Permit Compliance Documents

(To remove items, use your cursor to hover over the attachment section. When the drop down arrow appears, select remove item)

Missing Information

Draft and Share PDF Report with the permittee's governing body or delegated representatives.

Press the button below to create a PDF. The PDF will be sent to the email address associated with the WAMS ID that is signed in. After the annual report has been reviewed by the governing body or delegated representative, return to the MS4 eReporting System to submit the final report to the DNR.

[Draft and Share PDF Report](#)

Sign and Submit Your Application

Steps to Complete the signature process

1. Read and Accept the Terms and Conditions
2. Press the Submit and Send to the DNR button

NOTE: For security purposes all email correspondence will be sent to the address you used when registering your WAMS ID. This may be a different email than that provided in the application. For information on your WAMS account click [HERE](#).

Terms and Conditions

Certification: I hereby certify that I am an authorized representative of the municipality covered under Appleton City MS4 Permit for which this annual report or other compliance document is being submitted, and that the information contained in this submittal and all attachments were gathered and prepared under my direction or supervision. Based on my inquiry of the person or persons under my direction or supervision involved in the preparation of this document, to the best of my knowledge, the information is true, accurate, and complete. I further certify that the municipality's governing body or delegated representatives have reviewed or been apprised of the contents of this annual report. I understand that Wisconsin law provides severe penalties for submitting false information.

Signee (must check current role prior to accepting terms and conditions)

- Authorized municipal contact using WAMS ID.
- Delegation of Signature Authority (Form 3400-220) for agent signing on the behalf of the authorized municipal contact.
- Agent seeking to share this item with authorized municipal contact (authorized municipal contact must get WAMS id and complete signature).

Name:

Title:

Authorized Signature.

- I accept the above terms and conditions.

After providing the final authorized signature, the system will send an email to the authorized party and any agents. This email will include a copy to the final read only version of this application.

2022 CITY OF APPLETON PUBLIC EDUCATION AND OUTREACH PLAN

	TOPIC	TARGET AUDIENCE	PLANNED ACTIVITY	MECHANISM		PRIMARY LEAD		COMPLETED ACTIVITY
				ACTIVE	PASSIVE	CITY	NEWSC	
1	1. Promote detection and elimination of illicit discharges and water quality impacts associated with such discharges from municipal separate storm sewer system.	1. Residents 2. City staff - Facilities/Park&Rec 3. Businesses 4. Students	2. DPW Newsletter		X	X		Mailed March 2022
2			10. One-on-one communication	X		X		Throughout the year by Inspections Division
3			11. NEWSC Exhibiting	X			X	See NEWSC Report
4			6. Credit Policy Pledge Supporter		X		X	10 Pledge Supporters
5			14. Citizens Academy Presentation					Citizens Academy no longer held
6			13. Group Training					
7			10. One-on-One communication	X		X		Throughout the year by Inspections Division
8			14. NEWSC school presentations	X			X	See NEWSC Report
9								1
10								
1	2. Inform and educate the public about the proper management of materials that may cause stormwater pollution from sources including automobiles, pet waste, household hazardous waste and household practices.	1. Residents 2. Students	2. DPW Newsletter		X	X		Mailed March 2022
2			11. NEWSC Exhibiting	X			X	Throughout the year by Inspections Division
3			3. NEWSC Posters		X		X	Located in various park bathrooms and on park fences
4			6. Credit Policy Pledge Supporter		X		X	10 Pledge Supporters
5			14. NEWSC school presentations	X			X	See NEWSC Report
6			15. Summer Camp					Summer Camp is no longer part of programming
7						1		
8								
9	3. Promote beneficial onsite reuse of leaves and grass clippings and proper use use of lawn and garden fertilizers and pesticides.	1. Residents 2. Students	2. City DPW newsletter		X	X		Mailed March 2022
1			3. NEWSC posters		X		X	Located in various park bathrooms and on park fences
2			6. Stormwater Credit Policy Pledge Supporter		X		X	10 Pledge Supporters
3			11. NEWSC Exhibiting	X			X	See NEWSC report
4			15. Summer Camp					Summer Camp is no longer part of programming
5			14. NEWSC school presentations	X			X	See NEWSC Report
6						1		
7								
8	4. Promote the management of streambanks and shorelines by riparian landowners to minimize erosion and restore and enhance the ecological value of waterways.	1. Residents 2. Students	16. River cleanup	X			X	Sponsored at \$2,500 See NEWSC report
1			14. NEWSC school presentation	X			X	See NEWSC report
2			15. Summer Camp					Summer Camp is no longer part of programming
3								1
4								
5	5. Promote infiltration of residential stormwater runoff from rooftop downspouts, driveways, and sidewalks.	1. Residents 2. Students	6. Stormwater Credit Policy Pledge Supporter		X	X		10 Pledge Supporters
1			14. Citizens Academy Presentation					Citizens Academy no longer held
2			14. NEWSC school presentation	X			X	See NEWSC report
3								1
4								
5								
6								
7								
8								
9								
10								

1											
2		1. Design consultants	10. One-on-one communication	X		X				Throughout the year	
3											
4	6. Inform and educate those responsible for the design, installation, and maintenance of construction site practices and stormwater management facilities on how to design, install, and maintain the practices.	2. Contractors	12. Pre-submittal and Pre-construction meetings	X		X				Throughout the year	
5											
6		3. City staff									
7			18. FWWA Watershed Conference	X		X				Sponsored and on planning committee	
8										Several staff attended the conference	
9			19. Plan review	X		X				ESC and SWM plan review verbal and written discussion	
10										1 by City staff and City's consultants	
1											
2		1. Restaurants	10. One on One communication with standard inspections by Plumbing and Health Depts	X		X				Throughout the year and especially with annual license renewal	
3											
4	7. Identify businesses and activities that may pose a stormwater contamination concern, and educate those specific audiences on methods of stormwater pollution prevention.	2. Pool and spa owners	1. Mailing		X	X				September 2022 mailing for ppols and spas	
5					X	X				Concrete Truck Washout mailing March 2022	
6											
7											
8											
9											
10										1	
1											
2		1. Owners/Developers	10. One-on-one communication	X		X				Discuss individual projects during the year	
3											
4	8. Promote environmentally sensitive land development designs by developers and designers, including green infrastrctre and low impact development.	2. Designers	10. One-on-one communication	X		X				Discuss individual projects throughout theyear	
5			18. Sponsor FWWA Watershed Conference	X		X				Sponsored and on planning committee	
6											
7											
8											
9											
10										1	
										8 Completed topics	
	Passive Mechanisms		Active Mechanisms							6 Number of topics required	
	1. Mailing	1	10. One-on-One communication	1							
	2. Newsletter	1	11. NEWSC Exhibiting	1							
	3. NEWSC Posters	1	12. Meetings	1							
	4. Website	1	13. Group Training	0		5				ANNUAL REPORT QUESTION 1.b Total Number of educational events (interactive)	
	5. Signage	1	14. Presentations	1		20				One on One communication - Illicit Discharge - estimated not tracked	
	6. Stormwater Credit Policy Pledge Supporter	1	15. Summer Camp	0		10				One on one communication - erosion control - estimated not tracked	
			16. River Cleanup	1		1				One on one communication - post construction - estimated not tracked	
	Total Passive Mechansims Used	6	17. Utilities Committee Meeting	0		1				FWWA Conference	
			18. Workshops/Conferences	1		1				FWWA River Cleanup	
			19. Plan review	1		2				NEWSC ESC Training	
	Key:					9				NEWSC School Presentations	
	1= used during the year					12				NEWSC Exhibiting	
	0= not used during the year										
			Total Active Mechanisms Used	7		60				Total	
			Required Active Mechanisms	2							

Topics	Year													
	2019		2020		2021		2022		2023					
	Active	Passive	Active	Passive	Active	Passive	Active	Passive	Active	Passive				
1. IDDE	4	2	2	2	5	2	4	2						
2. HHH, Pets, Vehicles, etc	3	3	2	3	3	3	2	3						
3. Yard Waste, Pesticide, Fertilizer	3	3	1	3	2	3	2	3						
4. Stream and Shoreline	3	0	2	0	2	0	2	0						
5. Residential Infiltration	0	1	0	1	0	1	1	1						
6. ESC and Post Construction	4	0	4	0	4	0	4	0						
7. Pollution Prevention	0	1	0	0	0	1	1	2						
8. Green Infrastructure/Low Impact	3	0	3	0	3	0	3	0						
Totals	20	10	14	9	19	10	19	11	0	0				

SECTION 2.2 PUBLIC INVOLVEMENT AND PARTICIPATION

ACTIVITY	2022	2022 Completed
Annual Report Due to WDNR March 31 each year	Target Participants: General Public Elected Officials Delivery Mechanism: Committee agenda on website Utilities Committee meeting Common Council meeting Date: March	February 18, 2022 February 22, 2022 March 1, 2022
Stormwater Management Program Proposed City-wide Plan Update in 2020-2021	Target Participants: General Public Elected Officials Delivery Mechanism: Committee agenda on website Utilities Committee Presentation Utilities Committee Action Item Common Council meeting Date: once per year	July 22, 2022 July 26, 2022 (by consultant) August 23, 2022 August 3 and September 7, 2022
Ordinance Updates Erosion and Sediment Control Illicit Discharges Post-Construction Stormwater Management	Target Participants: General Public Elected Officials Design Consultants Developers Contractors Delivery Mechanism: Committee agenda on website Utilities Committee Action Item Common Council meeting Date: As needed	Post-construction ordinance added TMDL Erosion Control Program and Ordinance February 18, 2022 February 22, 2022 March 1, 2022 and March 16, 2021 October 7, 2022 October 11, 2022 October 19 and November 2, 2022
Volunteer Activity	Target Participants: General Public City Staff Delivery Mechanism: Sponsor FWWA Cleanup Post Sign-up for City staff Date: Spring	Sponsored at \$2500 level May 7, 2022



2022 Annual Report

NEWSC Mission:

To facilitate efficient implementation of stormwater programs locally and regionally that will meet DNR and EPA regulatory requirements and maximize the benefit of stormwater activities to the watershed by:

- **Fostering partnerships**
- **Sharing Information**
- **Seeking Administrative Efficiency**
- **Pooling Financial Resources**

The Northeast Wisconsin Stormwater Consortium was formed in 2005 as a subsidiary of the Fox-Wolf Watershed Alliance. The consortium is a collaborative of members with leadership elected annually from within its membership.

2022 NEWSC Members:

[Brown County](#)

[Calumet County](#)

[Fond du Lac County](#)

[Outagamie County](#)

[Winnebago County](#)

[City of Appleton](#)

[City of De Pere](#)

[City of Fond du Lac](#)

[City of Green Bay](#)

[City of Kaukauna](#)

[City of Manitowoc](#)

[City of Marinette](#)

[City of Menasha](#)

[City of Neenah](#)

[City of Oshkosh](#)

[City of Two Rivers](#)

[Town of Algoma](#)

[Town of Black Wolf](#)

[Town of Buchanan](#)

[Town of Clayton](#)

[Town of Fond du Lac](#)

[Town of Friendship](#)

[Town of Grand Chute](#)

[Town of Lawrence](#)

[Town of Ledgeview](#)

[Town of Neenah](#)

[Town of Omro](#)

[Town of Scott](#)

[Town of Taycheedah](#)

[Town of Vinland](#)

[University of WI – Oshkosh](#)

[Village of Allouez](#)

[Village of Ashwaubenon](#)

[Village of Bellevue](#)

[Village of Combined Locks](#)

[Village of Eden](#)

[Village of Fox Crossing](#)

[Village of Greenville](#)

[Village of Harrison](#)

[Village of Hobart](#)

[Village of Howard](#)

[Village of Kimberly](#)

[Village of Little Chute](#)

[Village of N. Fond du Lac](#)

[Village of Sherwood](#)

[Village of Suamico](#)

[AECOM](#)

[Ayres Associates](#)

[Brown & Caldwell](#)

[Cedar Corporation](#)

[Contech Construction](#)

[County Materials](#)

[Davel Engineering](#)

[Graef, USA](#)

[Mach IV Engineering & Surveying](#)

[Martenson & Eisele](#)

[Mau & Associates](#)

[McMAHON Group](#)

[Mead & Hunt](#)

[MSA Professional Services](#)

[raSmith](#)

[Robert E. Lee Associates](#)

[Ruekert & Mielke](#)

[Westwood Professional Services](#)

Northeast Wisconsin Stormwater Consortium

Fostering Partnerships • Sharing Information • Administrative Efficiency • Pooling Financial Resources



NEWSC Resources Available to Members:

*If Members utilized these resources to provide education to their residents, elected officials or staff, members should include details of how they were used in their individual annual reports.

*For outreach efforts conducted by NEWSC that members can enter directly into their individual annual report, look for your community name in each section.

MCM #2 Public Education & Outreach

Topic #1: Illicit Discharge Detection & Elimination

The resources below were created by NEWSC and are available for NEWSC members to print and mail out to local businesses, share on social media or have available to residents by printing and displayed at the office or other public venue.

If used in the in the manner above: Delivery Mechanism would be passive.

Carpet Cleaning Flyer	http://www.renewourwaters.org/wp-content/uploads/2015/04/Professional-Carpet-Cleaning.pdf
Greenhouses, Garden Centers & Nurseries Flyer	http://www.renewourwaters.org/wp-content/uploads/2015/04/Garden-Centers.pdf
Professional Power Washing Flyer	http://www.renewourwaters.org/wp-content/uploads/2015/04/Power-washing-for-the-professional-washer.pdf
Concrete Washout Flyer	http://www.renewourwaters.org/wp-content/uploads/2015/04/Concrete-Washout.pdf
Construction Site Erosion & Sediment Control	http://www.renewourwaters.org/wp-content/uploads/2019/07/Construction-BMPs-Erosion-Sediment-Control.pdf
Dumpster Management Flyer	http://www.renewourwaters.org/wp-content/uploads/2015/04/Dumpster-Management-bilingual-pamphlet.pdf
Dumpster Management Poster	https://drive.google.com/file/d/1736Sg155_XWFND0kH4nHq1MQowgiuD8_/view?usp=sharing
Parking Lot Maintenance Flyer	http://www.renewourwaters.org/wp-content/uploads/2015/04/Parking-Lot-BMP.pdf
Winter Parking Lot Maintenance Flyer	http://www.renewourwaters.org/wp-content/uploads/2019/11/Parking-Lot-Maintenance-Winter-BMPs.pdf

***Did you have inspectors in your community stop by businesses this year? Did they do illicit discharge inspections and meet with area businesses about illicit discharge? If so, you can record those interactions as active outreach.**



NEWSC Active Delivery on Behalf of Members: Volunteer Event - Annual Watershed Cleanup

Fox-Wolf Watershed Alliance continues to add sites every year. If your community would like a site added for 2023, contact Kelly (Kelly@fwwa.org). Sites should have public access. Communities are asked to provide a site leader for the 1st year.

Municipality	Number of Volunteers
Allouez	48
Appleton	206
Bellevue	6
Brown County	80
Calumet County	38
Combined Locks	32
De Pere	39
Fond du Lac	70
Grand Chute	13
Green Bay	110
Hortonville	35
Howard	13
Kaukauna	82
Kimberly	48
Ledgeview	17
Little Chute	31
Menasha	179
Neenah	33
Municipality	Number of Volunteers

Totals:

Volunteers: 1,617 | Trash Bags: 958 | Tires: 66 | Electronics: 35
Plastic bags: 2,701 | Syringes: 105 | Straws: 1,051 | Recycle bags: 224
Total Weight: 8,429 pounds





New London	62
Oshkosh	307
Outagamie County	15
Sherwood	39
Vinland	30
Winnebago County	57
Winneconne	27

2.1.1

Topic #2: Household Hazardous Waste Disposal/Pet Waste Management/Vehicle Washing

The resources below were created by NEWSC and are available for NEWSC members to print and mail out to local businesses, share on social media or have available to residents by printing and displayed at the office or other public venue.

If used in the in the manner above: Delivery Mechanism would be passive.

Household Hazardous Waste Flyer	http://www.renewourwaters.org/wp-content/uploads/2019/07/Household-Hazardous-Waste.pdf
Carpet Cleaning Flyer	http://www.renewourwaters.org/wp-content/uploads/2019/07/carpet-cleaning.pdf
Kids Can Help Too Flyer	http://www.renewourwaters.org/wp-content/uploads/2019/07/Kids-can-help-too.pdf
Good Dog, Good Owner Flyer	http://www.renewourwaters.org/wp-content/uploads/2019/07/Good-Dog-Good-Owner.pdf
Power Washing Flyer	http://www.renewourwaters.org/wp-content/uploads/2019/07/Power-Washing-Home.pdf
Fish Don't Swim in Chlorine Flyer	http://www.renewourwaters.org/wp-content/uploads/2019/07/Pool-Spa-Discharge.pdf
Vehicle Maintenance Flyer	http://www.renewourwaters.org/wp-content/uploads/2019/07/Vehicle-Maintenance.pdf
Vehicle Maintenance Webpage	http://www.renewourwaters.org/vehicle-maintenance-2/
Kids Can Help Too Webpage	http://www.renewourwaters.org/kids-can-help-too-3/
Household Hazardous Waste Webpage	http://www.renewourwaters.org/household-hazardous-waste-3/
Power Washing Webpage	http://www.renewourwaters.org/power-washing/
Fish Don't Swim in Chlorine Webpage	http://www.renewourwaters.org/pools-and-spas/
Carpet Cleaning Webpage	http://www.renewourwaters.org/carpet-cleaning-2/
Good Dog, Good Owner Webpage	http://www.renewourwaters.com/our-pets-our-waters/



Good Dog, Good Owner Infographic	http://www.renewourwaters.org/wp-content/uploads/2019/07/Good-Dog-Good-Owner-Web-Ready.png
Car Washing Infographic	http://www.renewourwaters.org/wp-content/uploads/2019/07/Car-on-GrassSM.jpg

***Did you exhibit or do any community presentations that hit on these topics? If so, you can record those interactions as active outreach.**

NEWSC Passive and Active Delivery for this topic can be found at the end of the report.

2.1.1

Topic #3: Yard Waste Management/Pesticide and Fertilizer Application

The resources below were created by NEWSC and are available for NEWSC members to print and mail out to local businesses, share on social media or have available to residents by printing and displayed at the office or other public venue.

If used in the in the manner above: Delivery Mechanism would be passive.

Leave Your Leaves on Land Flyer	http://www.renewourwaters.org/wp-content/uploads/2019/07/Leave-Your-Leaves-on-Land.pdf
The Perfect Lawn Flyer	http://www.renewourwaters.org/wp-content/uploads/2019/07/The-Perfect-Lawn.pdf
Perfect Landscape Flyer	http://www.renewourwaters.org/wp-content/uploads/2019/07/The-Pefect-Landscape-7.9.19.pdf
Ice & Snow Control flyer	http://www.renewourwaters.org/wp-content/uploads/2019/07/Leave-Your-Leaves-on-Land.pdf
Kids Can Help Too Flyer	http://www.renewourwaters.org/wp-content/uploads/2019/07/Kids-can-help-too.pdf
Leave Your Leaves on Land Webpage	http://www.renewourwaters.org/leave-your-leaves-on-land/
The Perfect Lawn Webpage	http://www.renewourwaters.org/the-perfect-lawn-3/
Perfect Landscape Webpage	http://www.renewourwaters.org/the-perfect-landscape/
Ice & Snow Control Webpage	http://www.renewourwaters.org/ice-and-snow-control-3/
Kids Can Help Too Webpage	http://www.renewourwaters.org/kids-can-help-too-3/
Ice & Snow Control Infographic	http://www.renewourwaters.org/wp-content/uploads/2019/07/Ice-and-snow-removal-photo.jpg
Leave Your Leaves on Land Infographic	http://www.renewourwaters.org/wp-content/uploads/2019/07/leaf-collection.jpg
Sweep Grass Clippings Infographic	http://www.renewourwaters.org/wp-content/uploads/2019/07/grassclippingsROW.jpg

***Did you exhibit or do any community presentations that hit on these topics? If so, you can record those interactions as active outreach.**

NEWSC Passive and Active Delivery for this topic can be found at the end of this report.



2.1.1

Topic #4: Stream and Shoreline Management

The resources below were created by NEWSC and are available for NEWSC members to print and mail out to local businesses, share on social media or have available to residents by printing and displayed at the office or other public venue.

If used in the in the manner above: Delivery Mechanism would be passive.

Restore Your Shore Flyer	https://drive.google.com/file/d/1Qcel0qumtuyfu204Qg9kMFa1BSZjb4DA/view?usp=sharing
--------------------------	---

***Did you meet with homeowners to educate them on streambank erosion and BMPs to reduce erosion? You can record these discussions as active outreach.**

2.1.1

Topic #5: Residential Infiltration

The resources below were created by NEWSC and are available for NEWSC members to print and mail out to local businesses, share on social media or have available to residents by printing and displayed at the office or other public venue.

If used in the in the manner above: Delivery Mechanism would be passive.

Rain Barrel Flyer	http://www.renewourwaters.org/wp-content/uploads/2019/04/Rain-Barrels-Handout.pdf
The Perfect Landscape Flyer	http://www.renewourwaters.org/wp-content/uploads/2019/07/The-Pefect-Landscape-7.9.19.pdf
The Perfect Landscape Webpage	http://www.renewourwaters.org/the-perfect-landscape/
Rain Barrel Webpage	http://www.renewourwaters.org/rain-barrels/
Grass Clippings Infographic	http://www.renewourwaters.org/wp-content/uploads/2019/07/grassclippingsROW.jpg

***Did you host a rain barrel workshop? If so, claim active outreach for this topic.**

2.1.1

Topic #6: Construction Sites/Post Construction Stormwater Management

The resources below were created by NEWSC and are available for NEWSC members to print and mail out to local businesses, share on social media or have available to residents by printing and displayed at the office or other public venue.

If used in the manner above: Delivery Mechanism would be passive.



Northeast Wisconsin Stormwater Consortium

PO Box 1861

Appleton, WI 54912

Stormwater & the Construction Industry Poster	http://www.renewourwaters.org/wp-content/uploads/2019/07/Construction-BMPs-Erosion-Sediment-Control.pdf
Erosion & Sediment Control Pocket Field Guide	https://drive.google.com/file/d/1TBtgl61znizXDZyLoDRVRVNHxThD40kH/view?usp=sharing

***Did you have active discussions regarding construction site erosion control? If you used these materials or other educational materials and had meetings/trainings (even 1 on 1 meetings with builders/contractors/inspectors) then you can record that interaction as an active outreach. These training may have included the NEWSC Excal Video below.**

Excal Visual Videos on Pollution Prevention available for member checkout in 2022:

<p>“Ground Control” – Stormwater for Construction BMPs</p> <p>This employee training kit is designed to show employees how erosion, sediments and other potential surface water pollutants are controlled at construction sites. The program focuses on Best Management Practices (BMPs) that are widely used at most construction sites including: silt fence, stabilized entrances/exits, drop inlet protectors and others. The program illustrates how these BMPs work and how they can fail. (14 minutes)</p> <p>Click here to preview from Excal Visual’s site:</p> <p>https://www.excalvisual.com/ground-control-extended-preview</p>
--

BMP Master List

The purpose of the Stormwater Quality Management BMP master list is to allow MS4 and Public Works managers to easily search available stormwater and erosion control BMPs based on target pollutants, WDNR Technical Standards, and keywords. The master list provides insight into the benefits and limitations of each BMP, allowing the user to have a brief understanding of each device to help guide decision making when implementing or reviewing projects. The spreadsheet can be found on the NEWSC member resources page on newsc.org and [HERE](#).

Model Ordinance Reference Guides

NEWSC’s Construction Site Erosion Control Reference Guide and Post-Construction Pollution Control Reference Guide – the companion documents to NEWSC’s model ordinances – have been updated and are available for member use. The documents can be found on the NEWSC member resources page on newsc.org.

Northeast Wisconsin Stormwater Consortium

Fostering Partnerships • Sharing Information • Administrative Efficiency • Pooling Financial Resources



2.1.1

Topic #7: Pollution Prevention

The resources below were created by NEWSC and are available for NEWSC members to print and post by time clocks for training municipal staff. If used in the in the manner above: Delivery Mechanism would be passive.

Fleet Maintenance	https://drive.google.com/file/d/1fIRY40S5nhHZU_7clwGTHtDfwglt7wbu/view?usp=sharing
Land Disturbances	https://drive.google.com/file/d/1VujZccTojAWZhjVcp4e6A9HytWjVAkGu/view?usp=sharing
Materials Storage and Spill Cleanup	https://drive.google.com/file/d/1J_2_SuMYXwmOsqdpdIIINR_0klJ3qKMmu/view?usp=sharing
Parks and Ground Maintenance	https://drive.google.com/file/d/14r436EKrJM44x_iPgioWXFrspmqbTVAg/view?usp=sharing
Solid Waste Operations	https://drive.google.com/file/d/1r2gimtAsRanIpxSCevFntWMJwI5Z5tMS/view?usp=sharing
Streets and Drainage Maintenance	https://drive.google.com/file/d/1KtikoiyMCIPVBhv5VOhYERUIrH52NFXo/view?usp=sharing

***Did you have active pollution prevention trainings? If you used these materials or other educational materials and had meetings/trainings, then you can record that interaction as an active outreach. These training may have included the NEWSC Excal Videos below.**

Excal Visual Videos on Pollution Prevention available for member checkout in 2022:

<p>"Rain Check" - Stormwater Pollution Prevention for MS4s Regulated municipalities and other municipal separate storm sewer system (MS4) operators must prevent pollutants from entering their storm drainage systems. One element of this requirement is preventing stormwater pollution by municipal facilities such as fleet maintenance shops, bus barns, sanitation facilities, parks and street sweeping operations. This program shows employees how to practice good housekeeping, spill response, materials management, vehicle fueling and washing and the other BMPs profiled in the "National Menu". {Program versions run between: 19 -and up to- 31 minutes}</p>	<p>"Storm Warnings" - Stormwater Pollution Prevention This training kit is designed to provide general awareness training to employees and contractors about stormwater pollution prevention. It describes Best Management Practices (BMPs) that are useful and important at a wide range of regulated facilities. It covers good housekeeping and other BMPs that help protect stormwater run-off. The kit includes a template to guide the trainer through creating site specific training to use in addition to the general training in the video. (18 minutes) Click here to preview from Excal Visual's site:</p>
---	---



Northeast Wisconsin Stormwater Consortium

PO Box 1861

Appleton, WI 54912

Click here to preview from Excal Visual's site:

<https://www.excalvisual.com/swrc-extended-preview>

<https://www.excalvisual.com/storm-warning-extended-preview>

2.1.1

Topic #8: Green Infrastructure/Low Impact Development

NEWSC will be gathering resources for members to use going forward in 2023.

***Did you have active discussions with elected officials or developers about low impact residential design? If you had meetings/trainings or provided presentations on the topic, then you can record that interaction as an active outreach.**

2022 Workshops, Trainings, and Presentations

IDDE Webinar & Outfall Inspection Training

NEWSC presented a webinar to provide background and examples of illicit discharge detection and elimination programs. It also featured a training video meant to familiarize MS4 inspectors with several different types of outfalls and the data collection and sampling procedures used during field screening. A recording of the full training webinar can be found on the NEWSC member resources page and [HERE](#). The outfall inspection training video can also be found on the member resources page and on [YouTube](#).

Northeast Wisconsin Stormwater Consortium

Fostering Partnerships • Sharing Information • Administrative Efficiency • Pooling Financial Resources



Erosion Control Training

NEWSC hosted an erosion control training to teach environmental impacts and regulatory requirements for erosion and sediment control; proper techniques to install, inspect, and BMP maintenance; and site plan examples. The audience included contractors, homebuilders, municipal inspectors, and others associated with land disturbing construction activity. The workshop presentation can be found [HERE](#) on the member resources page and on [YouTube](#).

Erosion Control Workshop - Full Day	Course ID: 22520	March 29, 2022	Attendees
Calaway, Alex	Grefe, Rich	Lopez, Jasmine	Schneider, DJ
DeBruin, Tyler	Hammen, ethan	Malzahn, Adam	Sehrbrock, Richard W.
Drzewiecki, Jack	Hartjes, Brad	Masiarchin, Erich	Seidler, Jaymes
Dyb, Austin	Jalonen, Brent	Mayhew, Carol	Seymour, Scott
Ebben, Claire	Jandrey, Dennis	Meddaugh, Ethan	St Juliana, Leno
Faust, Dan	Keen, Justin	Morman, Michael	Stone, Riley
Feiner, Jack	Kerkman, Randy	Myers, Chelsea	Sweat, Aaron
Fettters, Peter	Kiesow, Kevin	Omernik, Scott	Woida, Taylor



Northeast Wisconsin Stormwater Consortium

PO Box 1861

Appleton, WI 54912

Gerbers, Robert	Klaske, Curt	Racine, Elisabeth	Yoder, Devin
Gerbers, Todd	Krug, Eric	Sanders, Brian	

Erosion Control Workshop - Half Day Attendees	Course ID: 22521	November 3, 2022
Buhrow Jr, Jerry	Hebert, William	Miller, Mike
Busko, David	Hoerth, Doug	Myers, Chelsea
Davister, Robbie	Humski, Alison	Nate, Cary
Davister, Robbie	Jensen, Chris	Nichols, Bill
Drager G., Jane	Jensen, Tryg	Omernik, Scott
Fetters, Peter	Krahn, Nicole	Prickett, Andrew
Fulcer, Lori	Lepinski, Travis	Racine, Elisabeth
Geiger S., Ryan	Lima, Katie	Schneider, DJ
Grefe, Richard Daniel	Malzahn, Adam	Seidler, Jaymes
Hahn, Paul	Meissner, David	Zarate, John

Northeast Wisconsin Stormwater Consortium

Fostering Partnerships • Sharing Information • Administrative Efficiency • Pooling Financial Resources



2022 NEWSC SCHOOL PRESENTATIONS

The following presentations were provided in classrooms or virtually in NEWSC communities throughout the Fox-Wolf River Basin in 2022. These lessons covered watershed basics, how we use water, water quality, stormwater runoff pollution, floodplains, water quantity issues, green infrastructure, and tips for students and parents for reducing and preventing polluted stormwater runoff. Tools used for providing this education include: EnviroScape model, Ward’s Floodplain model, stormwater find-it jars, stormwater runoff plinko, and templates for designing storm drain murals.



Stormwater Topic:	Discussed?	Stormwater Topic:	Discussed?
Illicit Discharge Detection & Elimination	YES	Residential Infiltration	YES
Household Hazardous Waste Disposal/Pet Waste Management/Vehicle Washing	YES	Construction sites and Post Construction Stormwater Management	YES
Yard Waste Management/Pesticide and Fertilizer Application	YES	Pollution Prevention	YES
Stream and Shoreline Management	YES	Green Infrastructure/Low Impact Development	NO

***If your community had school presentations in 2022, we recommend tying the school presentation in your annual report to a topic identified as discussed in the table above that you did not conduct outreach on in another way. These presentations are considered active outreach.**



NEWSC provides school presentation upon request by teachers. If your school district is in your community, please reach out to your school district and share the School Presentation Request Form at <https://drive.google.com/file/d/1fgeOMD2Zqd5yASOiPU7GdvD6lbMhgXo7/view?usp=sharing>

Ashwaubenon

- 4/05/2022 Ashwaubenon High School presentation; approx. reach 80

Oshkosh

- 4/21/22 Emmeline Cook Elementary School; approx. reach 26

Appleton

- 5/23/22 Berry Elementary School; approx. reach 30

Green Bay

- 5/26/22 Eisenhower Elementary School; approx. reach 80

Outagamie County

- Outagamie County Conservation Field Days
 - 9/27/2022; approx. reach 280
 - 9/28/2022; approx. reach 191
 - 9/29/2022; approx. reach 304
 - Total approx. reach 775



Name of School	Total Number of Attendance
Johnston Elementary, Appleton	110
Highlands Elementary, Appleton	84
Xavier Middle School, Appleton	80
Mount Olive Lutheran, Appleton	28

Northeast Wisconsin Stormwater Consortium

Fostering Partnerships • Sharing Information • Administrative Efficiency • Pooling Financial Resources



Northeast Wisconsin Stormwater Consortium
 PO Box 1861
 Appleton, WI 54912

River View Middle School, Kaukauna	304
Columbus, Appleton	12
Horizons Elementary School , Appleton	46

Marinette

- 11/23/22 Marinette Recreation Center; approx. reach 15
- 12/27/22 Marinette Recreation Center; approx. reach 30

2022 NEWSC EXHIBITING

The following exhibits were coordinated at events in NEWSC communities throughout the Fox-Wolf River Basin. These educational exhibits provided information on watershed basics, water quality, stormwater runoff pollution, floodplains, water quantity issues, green infrastructure, and tips and advice for area residents for reducing and preventing polluted stormwater runoff. Tools used for providing this education include: Ward’s Floodplain model, wheel of pollution, stormwater find-it jars, stormwater runoff plinko, the digital and paper watershed pledge, and educational flyers.



Stormwater Topic:	Discussed?	Stormwater Topic:	Discussed?
Illicit Discharge Detection & Elimination	YES	Residential Infiltration	YES
Household Hazardous Waste Disposal/Pet Waste Management/Vehicle Washing	YES	Construction sites and Post Construction Stormwater Management	NO
Yard Waste Management/Pesticide and Fertilizer Application	YES	Pollution Prevention	YES

Northeast Wisconsin Stormwater Consortium

Fostering Partnerships • Sharing Information • Administrative Efficiency • Pooling Financial Resources



Northeast Wisconsin Stormwater Consortium
 PO Box 1861
 Appleton, WI 54912

Stream and Shoreline Management	YES	Green Infrastructure/Low Impact Development	NO
---------------------------------	-----	---	----

***If your community had exhibitions in 2022, we recommend tying the exhibiting event in your annual report to a topic identified as discussed in the table above that you did not conduct outreach on in another way. Exhibiting is considered active outreach.**

Oshkosh

- 2/25/22 – 2/26/22 RV & Boat Main Sales Event at EAA grounds; approx. reach 22

Menasha

- 4/20/2022 Menasha Public Library presentation, part of watershed presentation series; reach 6

Allouez

- 6/12/2022 AllouezFest car show; reach 31

Greenville

- 7/08/2022 Catfish Races & Community Night; approx. reach 75

Buchanan

- 9/24/2022 Town of Buchanan Fire Department Safety Days; approx. reach 29

Kaukauna

- 9/24/2022 Focus on the Fox event at 1000 Islands Environmental Center; approx. reach 225

Community Presentations (Active Participation):

Pulaski

- 2/10/2022 Cub Scouts presentation; approx. reach 45

Appleton

- 4/10/2022 Girl Scouts presentation in Appleton; reach 12

Winnebago County

- 5/05/2022 Winnebago County Land Conservation Committee presentation; approx. reach 10

Menasha

- 4/20/2022 Menasha Library watershed presentation; reach 6



Northeast Wisconsin Stormwater Consortium

Fostering Partnerships • Sharing Information • Administrative Efficiency • Pooling Financial Resources



- 6/22/2022 Menasha Library Trash Free Waters program presentation; reach 3

Other

- 02/24/2022 Presentation at Wisconsin Parks and Recreation Association Annual Conference in Wisconsin Dells; reach 3

Litterati Cleanup Challenges (Active Participation)

In spring of 2022, we had 10 active participants in the Litterati Cleanup Challenge and they collected a total of 1,449 pieces of garbage. The Litterati app has changed and can no longer see the collection locations. It is a GIS based app and we are looking into how to get access to this information for 2023.

Chloride Monitoring (Active Participation, with Documentation):

Fall 2021/Winter 2022 Chloride Monitoring Season: Data and photos can be found on the [Google Map](#)

Municipality	Location	# of Readings
Neenah	Neenah Slough	4
	Adams St. Bridge	2
Green Bay	Baird Creek	3
Municipality	Location	# of Readings
Green Bay	East River	1
Hobart	Duck Creek	2

Menasha	Rebecca Creek	3
	Firelane 4	2
	Oneida St. trib.	2
Grand Chute	Mud Creek @ Fox River Mall	2
	Stormwater Pond 1	2
	Stormwater Pond 2	2
Appleton	Apple Creek	2
	Kensington Drainage	1
	Telulah Park	3
Calumet County	Irish Creek	1
	Manitowoc River	1
Oshkosh	Riverside Cemetery	1
	Sawyer Creek	1
Municipality	Location	# of Readings



Northeast Wisconsin Stormwater Consortium

**PO Box 1861
Appleton, WI 54912**

Oshkosh	Campbell Creek	1
Winnebago County	Coughlin Park	4
Fox Crossing	Arrowhead Park	2
	Mud Creek	1
Algoma	Honey Creek	4
Outagamie County	Black Otter Creek	2
	Mackville Creek	3
	Wolf River	2

Fond du Lac County	Sheboygan River trib.	3
Kaukauna	Konkapot Creek	2
Brown County	Plum Creek	3
Fond du Lac	DeNeveu Creek	2
Combined Locks	Garner Creek	1
Allouez	Green Isle Park	1
	East River	1
Ashwaubenon	Ashwaubenon Creek	3

NEWSC 2023-2024 Exhibiting Lists

Each year NEWSC will commit to exhibiting at an event on behalf of 20% of our membership, ensuring we exhibit in each member community once during a 5 year permit cycle. *The communities assigned in a given year will be guaranteed a NEWSC presence at a community event during that year, given that the NEWSC member work with the Outreach Coordinator to get the event on the exhibiting calendar by March 30 and work to coordinate with the event host.*

2023	2024
City of Marinette	City of Fond du Lac
Brown County	City of Two Rivers
Village of Ashwaubenon	Outagamie County
Village of Fox Crossing	City of De Pere
Village of Kimberly	City of Manitowoc
Village of Suamico	City of Neenah
Town of Clayton	Town of Vinland
Town of Grand Chute	Town of Omro
Town of Ledgeview	

Northeast Wisconsin Stormwater Consortium

Fostering Partnerships • Sharing Information • Administrative Efficiency • Pooling Financial Resources



Village of Combined Locks	
Village of Little Chute	
UW Oshkosh	

To ensure your space is reserved NEWSC members must:

1. **Contact the Outreach Coordinator by March 30** of the year you are scheduled with the name of event, date of the event and contact information for the event organizer that you would like the Outreach Coordinator to be a part of.
2. Work with the Outreach Coordinator and the event organizer to ensure acceptance of NEWSC participation at the event. Pay any exhibiting fees (if any) for the event. For most community events, NEWSC members are able to coordinate with event host free exhibit space, if the event chosen does not waive exhibit fees for the community, those fees are the responsibility of the NEWSC member.

If communities do not schedule the Outreach Coordinator to participate by March 30, invitations to the Outreach Coordinator from other communities for events will be entertained and all invites will be accepted as time is available on a first come first serve basis. If the Outreach Coordinator is unable to exhibit in your community due to workload or date of event, NEWSC members may check out exhibiting materials from NEWSC. Promotional materials will be provided as part of the exhibiting display if NEWSC has promotional items to hand out.

Media:

Facebook: 354 likes, 303 shares, 4640 followers

Instagram: 215 likes, 955 followers

- 1/10/22 Sweep the Salt/WI Salt Awareness Week <https://www.facebook.com/photo.php?fbid=230390909275744&set=pb.100069145091944.-2207520000.&type=3>
- 1/11/22 The Cost of Salt/WI Salt Awareness Week <https://www.facebook.com/photo.php?fbid=230870392561129&set=pb.100069145091944.-2207520000.&type=3>
- 1/17/22 Stormwater Education <https://www.facebook.com/photo.php?fbid=234666145514887&set=pb.100069145091944.-2207520000.&type=3>
- 1/18/22 Shovel Before Salting/WI Salt Awareness Week <https://www.facebook.com/photo.php?fbid=235173055464196&set=pb.100069145091944.-2207520000.&type=3>
- 1/25/22 Switch to Sand/WI Salt Awareness Week <https://www.facebook.com/photo.php?fbid=239430191705149&set=pb.100069145091944.-2207520000.&type=3>
- 1/25/22 Scatter Salt/WI Salt Awareness Week <https://www.facebook.com/photo/?fbid=239456525035849&set=pb.100069145091944.-2207520000..>

Northeast Wisconsin Stormwater Consortium

Fostering Partnerships • Sharing Information • Administrative Efficiency • Pooling Financial Resources



Northeast Wisconsin Stormwater Consortium
PO Box 1861
Appleton, WI 54912

- 1/26/22 Salt and Pet Paws/WI Salt Awareness Week <https://www.facebook.com/photo.php?fbid=240023608312474&set=pb.100069145091944.-2207520000.&type=3>
- 1/27/22 Salt Alternative for Traction/WI Salt Awareness Week <https://www.facebook.com/photo.php?fbid=240634438251391&set=pb.100069145091944.-2207520000.&type=3>
- 1/28/22 Chloride Pollution/WI Salt Awareness Week <https://www.facebook.com/photo.php?fbid=241323064849195&set=pb.100069145091944.-2207520000.&type=3>
- 2/8/22 Residential Carpet Cleaning <https://www.facebook.com/photo.php?fbid=248092087505626&set=pb.100069145091944.-2207520000.&type=3>
- 3/8/22 Good Dog, Good Owner <https://www.facebook.com/photo.php?fbid=266746465640188&set=pb.100069145091944.-2207520000.&type=3>
- 4/12/22 Household Hazardous Waste <https://www.facebook.com/photo.php?fbid=288731013441733&set=pb.100069145091944.-2207520000.&type=3>
- 5/10/22 Grass Clippings <https://www.facebook.com/photo/?fbid=306961101618724&set=a.189201083394727>
- 6/14/22 Grass Swale <https://www.facebook.com/photo?fbid=330867759228058&set=a.189201083394727>
- 6/29/22 Rain Barrel raffle <https://www.facebook.com/photo/?fbid=341309721517195&set=a.189201083394727>
- 7/7/22 Sweeping Grass Clippings <https://www.facebook.com/photo/?fbid=346518240996343&set=a.189201083394727>
- 9/13/22 Drain Your Pool and Spa (Fish Don't Swim in Chlorine) <https://www.facebook.com/photo?fbid=392743306373836&set=a.189201083394727>
- 10/3/22 Winter Workshop <https://www.facebook.com/photo/?fbid=416662953981871&set=a.189201083394727>
- 10/17/22 Salt Watch Volunteer Opportunity <https://www.facebook.com/photo/?fbid=420082713639895&set=a.189201083394727>

Media:

Facebook: 354 likes, 303 shares, 4640 followers

Instagram: 215 likes, 955 followers

- 10/24/22 Salt Watch Volunteer Opportunity reminder <https://www.facebook.com/photo/?fbid=425760229738810&set=a.189201083394727>
- 11/3/22 Leaf Infographic <https://www.facebook.com/photo/?fbid=433095445671955&set=a.189201083394727>
- 11/3/22 Fertilizer Infographic <https://www.facebook.com/photo/?fbid=437561555225344&set=a.189201083394727>
- 11/29 School Event <https://www.facebook.com/foxwolfriver/posts/pfbid036dHjR6E4BgoAXYZ1eVe1fcdXDK6MfDzGCpz3oBRcroyhnJhNpNDDdBrkBKcm1SF>
- 12/11/22 Salt Awareness Week <https://www.facebook.com/photo/?fbid=461316586183174&set=a.189201083394727>

NEWSC also started utilizing twitter at the end of 2022 and will continue to do so to share information using all of our resource

Northeast Wisconsin Stormwater Consortium

Fostering Partnerships • Sharing Information • Administrative Efficiency • Pooling Financial Resources



Northeast Wisconsin Stormwater Consortium

PO Box 1861

Appleton, WI 54912

Thank You, 2022 Leadership Council Members!

CHAIR Heath Kummerow (2022-2023) City of Neenah	VICE-CHAIR Brent Jalonen (2022 - 2023) Calumet County	SECRETARY/TREASURER Rich Heath (2022 - 2023) Town of Algoma	PAST-CHAIR Eric Rakers (2022-2023) City of DePere
MUNICIPAL COMMITTEE James Rabe (2022 - 2024) City of Oshkosh	GENERAL PUBLIC COMMITTEE Andy Maracini (2022-2024) Winnebago County	BUILDING & DEVELOPMENT COMMITTEE Brad Hartjes (2021-2023) raSmith	STORMWATER QUALITY MANAGEMENT COMMITTEE Chris Murawski (2020-2022) Village of Little Chute
MEMBER-AT-LARGE John Neumeier (2020-2022) City of Kaukauna	MEMBER-AT-LARGE George Dearborn (2020-2022) Village of Fox-Crossing	MEMBER-AT-LARGE Danielle Santry (2022-2024) Calumet County	

Northeast Wisconsin Stormwater Consortium

Fostering Partnerships • Sharing Information • Administrative Efficiency • Pooling Financial Resources



Northeast Wisconsin Stormwater Consortium

PO Box 1861

Appleton, WI 54912

Thank You, 2022 Committee Members!

<p>General Public Committee Andy Maracini – Winnebago County Dani Santry – Calumet County George Dearborn – Village of Fox Crossing Brian Wayner – Westwood Professional Services</p>	<p>Municipal Committee James Rabe – City of Oshkosh Jeff Mazanec – raSmith Scott Ahl – Town of Two Rivers John Neumeier – City of Kaukauna Sue Olson – City of Appleton Casey Canady – City of Oshkosh</p>	<p>Stormwater Quality Management Committee Chris Murawski – Village of Little Chute George Dearborn – Village of Fox Crossing Paul Willis – Mead & Hunt Abby Maslanka – Martenson & Eisele Justin Keen – Cedar Corporation Rich Heath – Town of Algoma Heather Zaunmueller – AECOM</p>	<p>Building & Development Committee Brad Hartjes – raSmith Nick Waldschmidt – City of Fond du Lac Brent Jalonen – Calumet County Patrick Kuehl – Robert E. Lee Claire Ebben – Outagamie County Katie Buchalski – Ruckert-Mielke</p>
--	---	--	--

Northeast Wisconsin Stormwater Consortium

Fostering Partnerships • Sharing Information • Administrative Efficiency • Pooling Financial Resources

Department of Public Works – Engineering Division

MEMO

TO: Utilities Committee

FROM: Danielle Block, Director of Public Works
Ross Buetow, City Engineer
Pete Neuberger, Staff Engineer

SUBJECT: Award of Unit K-23 Native Landscape Management Contract to NES Ecological Services – A Division of Robert E. Lee & Associates, in an amount not to exceed \$215,000.

DATE: March 1, 2023

The Department of Public Works is requesting approval of the Unit K-23 Native Landscape Management Contract to NES Ecological Services – A Division of Robert E. Lee & Associates, in an amount not to exceed \$215,000. The 2023 combined capital and maintenance native landscaping budget is \$215,000.

CONTRACT SCOPE

The Department of Public Works maintains an inventory of 77 stormwater ponds and biofilters, along with several miles of drainage channels that have native landscaping. The proposed maintenance activities included in this contract are mowing, cutting, controlled burns, invasive species and algae control, and adding vegetation to sparsely established and eroding areas at stormwater practices operated by both DPW and Facilities. Proposed new installation activities include preparation, seeding and planting in emergent, shoreline, and upland zones on new stormwater facilities.

CONTRACTOR SELECTION

In January 2022 the Department of Public Works issued a Request for Proposals (RFP) from three firms with significant native landscape management experience in Wisconsin. Three proposals were received. The review team initially evaluated each proposal based on the following Technical Scoring criteria:

Technical Scoring (100 Total Possible Points):

- A. Relevant Experience of Firm (Max 35 Points)
- B. Project Team Members (Max 20 Points)
- C. Project Understanding and Approach (Max 35 Points)
- D. Project Schedule (Max 15 Points)

K-23 Native Landscape Management

March 1, 2023

-Page 2-

The RFP also encouraged respondents to offer alternative approaches and prices to proposed tasks. Where appropriate, incorporated select alternative tasks and prices into the evaluations to maximize cost-effectiveness.

After technical scoring was completed, the review team calculated the Overall Score for each proposal by taking the total bid price of each firm's Cost Proposal and dividing it by its respective Technical Score:

Overall Score (Price Per Point) = Cost Proposal ÷ Technical Score

<u>Rank</u>	<u>Firm</u>	<u>Technical Score</u>	<u>Cost Proposal</u>	<u>Price Per Point</u>
1.	RES	97.5	\$172,052	\$1,765
2.	NES	96.0	\$171,414	\$1,786
3.	Merjent	80.0	\$169,973	\$2,125

As indicated above, RES submitted the highest ranked proposal with the best Price Per Point and was selected for 2022 contracted services under unit K-22. NES was ranked a close second.

Since 2012, DPW's practice has been to issue Unit K RFP's every five years, awarding the first year's contract based on the competitive proposal and with annual contracts for the subsequent four years being negotiated using single-source contracts with the highest ranked contractor, subject to staff recommendation and approvals by Utilities Committee and Council each year. The K-22 award memo dated February 15, 2022 also identified that for 2023 through 2026, DPW staff intended to use the same approach, negotiating a single-source contract for Unit K with the selected contractor each year, subject to committee and council approvals at the appropriate times.

However, in February 2023, RES, which is headquartered in Texas and whose main Midwest office is in Brodhead, WI, notified DPW staff that they are shutting down their northeast Wisconsin office in Brillion, and would no longer be able to service the City's Unit K contracts, effective immediately.

Given the late notification from RES, the need to begin K-23 work as soon as possible, and the excellent proposal submitted previously by NES, DPW staff approached NES to determine their willingness to negotiate a single source contract based on their 2022 proposal.

NES agreed and has provided DPW an updated proposal for 2023 that includes a 5% price increase versus their proposed 2022 unit prices. Given the current inflationary environment, DPW staff consider this a reasonable price increase and look forward to the opportunity to work with this local contractor if approval is granted.



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

PUBLIC WORKS

Danielle Block, Director

100 N. Appleton St.

Appleton, Wisconsin 54911-8401

(920) 832-6474

Email - Danielle.Block@appleton.org

TO: Human Resources Committee

FROM: Danielle Block, Director of Public Works

DATE: March 1, 2023

RE: Action: Request for over hire of Residential Building Inspector Position

In preparation of a retirement by our current Residential Building Inspector on March 24, 2023, I am requesting to proactively fill this vacancy to allow one (1) week for an over hire to allow for adequate training of essential job responsibilities and to provide time for a transfer of critical data to successfully perform the job.

Allowing the new employee to work with the veteran employee is beneficial for training and fostering a seamless transition, particularly with the interaction with contractors. Consistency is very important to home buildings and contractors.

A vacancy in the HVAC Building Inspector position in the Inspection Division will offset the costs of the overhire.

Please contact Kurt Craanen at 832-6413 or kurt.craanen@appleton.org with any questions.

13-23

AN ORDINANCE AMENDING SECTION 19-86 OF CHAPTER 19 OF THE MUNICIPAL CODE OF THE CITY OF APPLETON, RELATING TO PARKING RESTRICTIONS.
(Municipal Services Committee 03-01-2023)

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

Section 1: That Section 19-86 of Chapter 19 of the Municipal Code of the City of Appleton, relating to parking restrictions, is hereby created as follows. This ordinance supersedes and repeals any conflicting ordinance regarding parking in the designated area.

Parking be prohibited on the south side of John Street from South Court, easterly to its terminus.

Section 2: This ordinance shall be in full force and effect upon issuance of occupancy permits for the Eagle Ridge Condominium Development located adjacent to the designated area described in Section 1, or January 1, 2024, whichever occurs first. Upon its effective date, the Traffic Engineer is authorized and directed to make the necessary changes in the Parking District Map in accordance with this Ordinance.