



# City of Appleton

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

## Meeting Agenda - Final Municipal Services Committee

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Monday, March 20, 2023

4:30 PM

Council Chambers, 6th Floor

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1. Call meeting to order
2. Roll call of membership
3. Approval of minutes from previous meeting

[23-0275](#) Minutes from March 6, 2023

**Attachments:** [Minutes from March 6, 2023.pdf](#)

#### 4. Public Hearings/Apearances

#### 5. Action Items

[23-0274](#) Approve Contract Amendment / Change Order No. 1 to contract Unit T-21 Movable Bridge Inspections with AECOM, to perform bridge inspections and prepare a rehabilitation report for the Lawe Street Bascule Bridge, per WisDOT Trans 213 Local Bridge Program requirements, in the amount of \$11,400.00 resulting in no change to contract contingency. Overall contract increases from \$95,061.00 to \$106,461.00.

**Attachments:** [Contract Amendment-Change Order No.1 Unit T-21.pdf](#)

[23-0285](#)

Approve Memorandum of Understanding with Bird Rides, Inc. to initiate a Dockless, Stand-up Electric Scooter Program for 2023.

**Attachments:** [Bird Rides MOU.pdf](#)

[23-0286](#)

Approve College Avenue Lane Reconfiguration Pilot Project

**Attachments:** [College Avenue Lane Reconfiguration Consideration.pdf](#)

[23-0292](#)

Request from Hilton Appleton Paper Valley Hotel for a Street Occupancy Permit to place tables and chairs in the College Avenue beautification strip at 333 W. College Avenue.

**Attachments:** [Hilton Street Occupancy Permit.pdf](#)

[23-0276](#) Resolution #2-R-23 Resolution to Eliminate No Mow May

**Attachments:** [#2-R-23 Resolution to Eliminate No Mow May \(1\).pdf](#)

**6. Information Items**

**7. Adjournment**

*Notice is hereby given that a quorum of the Common Council may be present during this meeting, although no Council action will be taken.*

*Reasonable Accommodations for Persons with Disabilities will be made upon Request and if Feasible.*

*\*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.*



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## Meeting Minutes - Final Municipal Services Committee

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Monday, March 6, 2023

4:30 PM

Council Chambers, 6th Floor

---

1. Call meeting to order

2. Roll call of membership

**Present:** 4 - Firkus, Siebers, Thyssen and Van Zeeland

**Excused:** 1 - Doran

3. Approval of minutes from previous meeting

[23-0222](#)

Minutes from 2-20-23

**Attachments:** [Minutes from 2-20-23.pdf](#)

**Firkus moved, seconded by Van Zeeland, that the Minutes be approved. Roll Call. Motion carried by the following vote:**

**Aye:** 4 - Firkus, Siebers, Thyssen and Van Zeeland

**Absent:** 1 - Doran

4. **Public Hearings/Appearances**

5. **Action Items**

6. **Information Items**

[23-0219](#)

Negotiation Update - Memorandum of Understanding (MOU) with Bird Rides, Inc. to initiate a Dockless, Stand-up Electric Scooter Program for 2023.

**Attachments:** [2023.03.06\\_Bird Rides Update.pdf](#)

[23-0220](#)

Status Update - College Avenue Lane Reconfiguration.

**Attachments:** [2023.03.06\\_College Avenue Lane Reconfiguration Status Update.pdf](#)

[23-0221](#)

Inspections division Permit Summary Comparison Report for February 2023.

**Attachments:** [2023.03.06 Inspections Division Permit Report.pdf](#)

7. Adjournment

**Thyssen moved, seconded by Firkus, that the be adjourned. Roll Call. Motion carried by the following vote:**

**Aye:** 4 - Firkus, Siebers, Thyssen and Van Zeeland

**Absent:** 1 - Doran

**CONTRACT AMENDMENT & CHANGE ORDER**

Change Order No. 1

Date 03/20/23

Contract No. \_\_\_\_\_ for the following public work : Unit T-21 Movable Bridge Inspections

between AECOM Technical Services , 1555 N RiverCenter Drive, Suite 214, Milwaukee, WI 53212  
 (Contractor Name) (Contractor Address)

and the City of Appleton dated: 3/26/2021 is hereby changed in the following particular wit:

Item No.	Account No.	Current Contract Amount	Current Contingency	C.O. Amount (+/-)	Contingency (+/-)	New Contract Total	New Contingency Total
1	17032.6404.3510	\$95,061.00	\$0.00	\$11,400.00		\$106,461.00	\$0.00
2						\$0.00	\$0.00
3						\$0.00	\$0.00
4						\$0.00	\$0.00
5						\$0.00	\$0.00
6						\$0.00	\$0.00
7						\$0.00	\$0.00
8						\$0.00	\$0.00
9						\$0.00	\$0.00
10						\$0.00	\$0.00
	<b>Total</b>	<b>\$95,061.00</b>	<b>\$0.00</b>	<b>\$11,400.00</b>	<b>\$0.00</b>	<b>\$106,461.00</b>	<b>\$0.00</b>

Reason for Change: The Lawe Street Bascule Bridge is eligible for rehabilitation funding. Trans 213, Local Bridge Program, requires applicants to fund a rehabilaition report prior to applying for funding. This change order will approve AECOM to perform the required inspections and write the report per WisDOT requirements. Based on past inspections, maintenance recommendations include electrical, mechanical, structural and painting, which will part of a future DOT led project if our application is approved.

The Contract Time will be (increased / decreased / unchanged) by this Change Order: - Days

The Date of Completion as of the date of this Change Order therefore is: 12/31/25

Finance Committee Agenda Date: 03/20/23

Date approved by Council: 04/05/23

## CHANGE ORDER

This Change Order No. 01, with an effective date of March 09, 2023 is issued under the Consulting Services Agreement (“Agreement”) dated March 26, 2021 by and between City of Appleton, a Wisconsin Public Entity (“Client”) and AECOM Technical Services, Inc., a California corporation (“AECOM”); each also referred to individually as a “Party” and collectively as “Parties”. This Change Order modifies the Agreement as follows:

**1. Changes to the Services:**

AECOM will develop a Bridge Rehabilitation Report, as defined by WisDOT for purposes of Bipartisan Infrastructure Law (BIL) or Local Bridge Program Funding, for the Lawe Street Bridge. The additional work includes inspection of the bridge beyond that already included with the movable bridge inspection. The report will include Sufficiency Rating calculation, construction alternatives, two cost estimates (one for rehabilitation and one for reconstruction), recommendation, and appendices.

**2. Change to Deliverables:**

A Bridge Rehabilitation Report for Lawe Street Bridge is added to the list of deliverables.

**3. Change in Project Schedule** (attach schedule if appropriate):

The inspection of the bridge will take place during the regularly scheduled movable bridge inspection on April 4, 2023. The Bridge Rehab Report will be delivered to City of Appleton by April 28, 2023.

**4. Change in AECOM’s Compensation:**

The Services set forth in this Change Order will be compensated on the following basis:

- No change to Compensation
- Time & Material (See **Exhibit B** for the Hourly Labor Rate Schedule)
- Time and Materials with a Not- to-Exceed amount of (\$ ). The Hourly Labor Rate Schedule is set forth in **EXHIBIT B** (if applicable). Reimbursable expenses are included in the overall Not to Exceed cap.
- Lump Sum [\$11,400]

Milestone/Deliverable & Date	Payment Amount
Bridge Rehab Report; April 28, 2023	\$11,400

- Cost Plus Fixed Fee:** [Cost \$ and Fee \$ ]

Therefore, the total authorized Compensation, inclusive of this Change Order is \$ .

**5. Project Impact:**

None

6. **Other Changes** (including terms and conditions):

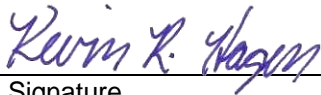
None

7. All other terms and conditions of the Agreement remain unchanged.

8. Each Party represents that the person executing this Change Order has the necessary legal authority to do so on behalf of the respective Party.

**AECOM Technical Services, Inc.**

**CLIENT: City of Appleton**



Signature

Kevin Hagen, P.E.

Printed Name

Associate Vice President, Bridge Group Leader

Printed Title

3/9/2023

Date

200 Indiana Avenue  
Stevens Point, WI 54481

Signature

Printed Name

Printed Title

Date

100 North Appleton Street  
Appleton, WI 54911-4799

[End of the Change Order]



**DEPARTMENT OF PUBLIC WORKS**

100 North Appleton Street

Appleton, WI 54911

TEL (920) 832-6474

FAX (920) 832-6489

**MEMO**

**To:** Municipal Services Committee  
**From:** Danielle Block, P.E. Director of Public Works  
**Date:** March 15, 2023  
**Re:** Approve Memorandum of Understanding (MOU) with Bird Rides, Inc. to initiate a Dockless, Stand-up Electric Scooter Program for 2023

The 2022 Pilot Program with Bird Rides, Inc. continued to be a success with 58,133 trips and 109,818 miles traveled. The number of trips more than doubled and the number of miles traveled more than tripled over 2021. It has now been two-years since Birds landed in the City. Based on feedback received during the previous years and recent feedback from the Municipal Services Committee meeting, staff has come to an agreement with Bird.

Items to note within the 2023 MOU with Bird includes, MOU attached:

1. Continuation of a dockless, stand-up electric scooter program. Moving from the term “Pilot” to the term “Program.”
2. Term of the Program. The term is limited to a 1-year agreement.
3. Per ride fee has been increased from \$0.10 per ride to \$0.20 per ride. As noted in the agreement, this payment is intended to recoup administrative, educational and enforcement expenses incurred by the City. Based on our analysis, this would generate approximately \$10,000 annually, covering our costs and allowing staff to respond to any issues.

Items address during negotiations with Bird:

- At the request of the City, Bird will initiate the ID check feature. This feature is intended to curb or eliminate the underage use of Bird scooters. Bird’s first line of defense is creating custom messaging that they send out to all riders through the app. This messaging informs riders of the rules. However, Bird also has the ability to turn on an ID check for a couple of weeks to curb any issues and reduce the number of underage riders, if this is problem. Bird prefers not to have the ID check a permanent feature because it can be a barrier for people who do not have an ID. This feature does not have to be written into the MOU and would be part of the day-to-day coordination with Bird.
- Bird has generated a more detailed and useful monthly report featuring. This report will be supplied to the Committee as an informational item monthly during the 2023 season. An example report from August 2022 is attached.



# MEMORANDUM OF UNDERSTANDING

## Operation of Bird Rides, Inc. in the City of Appleton

Pursuant to this Memorandum of Understanding (hereinafter the “MOU”) for the operation of Bird Rides, Inc. owned dockless, stand-up electric scooters (hereinafter “electric scooter”) within the city of Appleton, Bird Rides, Inc., incorporated under the laws of California (hereinafter referred to as “Bird”) and the City of Appleton, a municipal corporation (hereinafter referred to as the “City”) (collectively “parties”) hereby agree as follows:

### WITNESSETH:

WHEREAS Bird, represented by Caitlin Goodspeed, has previously operated two Bird stand-up electric scooter pilot programs in the City of Appleton. The first began in April 2021 and ended in December 2021; and the second began in February 2022 and ended in December 2022.

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

NOW, THEREFORE, in consideration of the above promises and mutual covenants of the parties hereinafter set forth, and the MOU for the operation of Bird stand-up electric scooters, the receipt and sufficiency of which is acknowledged by each party for itself, Bird and the City do agree as follows:

### Section 1. DEFINITIONS

- 1.1. “Code” shall mean the Municipal Code of the City of Appleton, Wisconsin.
- 1.2. “Customer” shall mean a person who has downloaded Bird’s app to their smart phone or other device.
- 1.3. “Dockless” shall mean a system of self-service mobility devices made available for shared use to individuals on a short-term basis, which may be rented through a smart-phone app, vendor website, vendor customer service number, or a pre-paid PIN and which do not require structures at permanent, fixed locations where rides must begin and end.
- 1.4. “Electric scooter” shall mean a device weighing less than 100 pounds that has handlebars and an electric motor, is powered solely by the electric motor and human power, and has a maximum speed of not more than 20 miles per hour on a paved level surface when powered solely by the electric motor. Under this MOU, an electric scooter shall be in reference to an electric scooter owned by Bird.

- 1.5. “Equipment” shall mean dockless, stand-up electric scooters.
- 1.6. “Geo-fencing” shall mean the ability of Bird to create no-ride or no-parking zones using GPS to create a digital fence around a designated area, that is marked as a red zone on the Bird app.
- 1.7. “Improperly parked” shall mean electric scooters parked in violation of section 5.5. of this MOU.
- 1.8. “Notice” and “Notification” shall mean notice from the public or notification from the City.
- 1.9. “Preferred parking area” shall mean areas designated in the Bird app as a location where customers may finish their ride and park the Bird electric scooter in order to receive a discount on the customer’s next ride of a Bird electric scooter.
- 1.10. “Unsafe” shall mean any dockless, stand-up electric scooters, that could cause harm or injury to a customer or anyone else within the public right-of-way despite being operated in a reasonable manner.
- 1.11. “Unused electric scooter” shall mean any dockless, stand-up electric scooter parked in one location for more than 7 consecutive days without being used.

## **Section 2. PURPOSE AND GOALS**

- 2.1. It is the purpose of the City to continue a Dockless, Stand-up Electric Scooter Program (hereinafter the “program”) with Bird, to further observe, solicit feedback on, and evaluate the effectiveness of electric scooters in Appleton. In addition, the City shall further track the administrative, educational, and enforcement costs to the City associated with establishing an electric scooter program to more accurately determine the cost of a licensing scheme. There is no guarantee electric scooters will remain in the City after the completion of this program. Upon the conclusion of this program, the City shall take time to evaluate any feedback received, determine whether the following goals have been achieved, and to develop a more long-term licensing plan for the operation of Bird electric scooters, should the City create such a license. Electric scooters may provide many benefits to residents and visitors of Appleton. Electric scooters have the potential to help the City improve outcomes related to equity, congestion mitigation, health, and access to opportunity. The City also realizes the potential for disruption to pedestrian ways and other public rights of way. The parties agree that this program is intended to be fluid and subject to change in order to ensure the success of the program and further agree to work together to ensure the same. Changes to the MOU will comply with section 3.4 below.
- 2.2. The Goals of this program are as follows:

- 2.2.1. Increase transportation options: Electric scooters have the potential to reduce reliance on motor vehicles and ride sharing services for short trips, decreasing congestion and air quality impacts.
- 2.2.2. Expand access to transit: Electric scooters may provide links to public transit, assisting with connectivity and solving the first mile/last-mile problem.
- 2.2.3. Evaluate impacts on access to the public right-of-way: Bird must show a commitment to keeping pedestrian ways, streets, and other public rights-of-way unobstructed by electric scooters for other users. Most importantly, electric scooters must be parked and maintained in a manner that provides clear path for people walking and maintains access to businesses, residential units, and other buildings.
- 2.2.4. Evaluate the costs to the City: The City shall further track the costs of an electric scooter program to the City, including but not limited to costs associated with enforcement activities, administrative, and educational.

### **Section 3. DURATION**

#### 3.1. Term.

The term of this MOU shall be made effective upon signature by the parties and shall remain in effect, unless otherwise terminated, until December 31, 2023.

#### 3.2. Suspension.

The program may be immediately suspended at any point and without cause by either the Director of the City of Appleton Department of Public Works (hereinafter “DPW”) or the Chief of the City of Appleton Police Department (hereinafter “APD”) for the purpose of working through any concerns with Bird.

#### 3.3. Termination.

The MOU may be terminated at any point and without cause by either party upon seven (7) days prior written notice to the other party. The Director of DPW or the Chief of APD may terminate the MOU on behalf of the City.

#### 3.4. Modification.

No term of this MOU may be modified or amended unless such modification or amendment is agreed to in writing and signed by the parties hereto.

## **Section 4. DUTIES OF BIRD**

### 4.1. Maximum number of scooters and zones of operation.

4.1.1. Bird shall provide a maximum of three hundred-fifty (350) electric scooters within the City throughout the duration of the MOU.

4.1.2. At the commencement of the MOU, no more than two hundred (200) electric scooters shall be initially deployed within the city. The initial distribution of electric scooters in the City shall be as follows: a maximum of one hundred (100) electric scooters shall be deployed within the downtown zone (between Wisconsin Avenue and Calumet Street), a maximum of fifty (50) electric scooters shall be deployed within the northside zone (north of Wisconsin Avenue), and a maximum of fifty (50) electric scooters shall be deployed within the southside zone (south of Calumet Street).

4.1.3. Bird shall deploy electric scooters in groups of no more than ten (10) in any given location to ensure electric scooters are equally distributed around locations within the zones of operation.

4.1.4. A review of the maximum number of electric scooters within the City or within a specific zone may be requested by either party. The parties agree to work together to come to a resolution for the duration of the MOU.

### 4.2. Local operations.

Bird shall provide name and contact information for representative to the City within thirty (30) days after execution of this agreement.

### 4.3. Reporting and data sharing.

4.3.1. Aggregate customer demographic data that does not identify individual customers, payment methods, of their individual trip history, gathered by Bird shall be provided to the Director of DPW on at least a monthly basis using anonymized keys.

4.3.2. The following information shall be required on the first of each month throughout the duration of the MOU, or as directed by the Director of DPW:

4.3.2.1. Total downloads, active customers & repeat customer information;

4.3.2.2. List of reported parking complaints including: description, location of incident, description of Bird response, and response time;

4.3.2.3. Incidents of electric scooter theft and vandalism;

4.3.2.4. Electric scooter maintenance reports;

4.3.2.5. Complaints received by Bird;

4.3.2.6. Accident/crash information; and

4.3.2.7. Payment method information.

4.3.3. Customer information shall be made available to APD upon warrant or subpoena or otherwise required by law.

4.4. Submerged electric scooters.

Bird acknowledges that submerged electric scooters in the City waterways may result in the release of hazardous wastes into the environment. Bird also acknowledges that there is a prohibition against discharging hazardous material as set forth in Sec. 6-61(a) of the Code. If a Bird electric scooter is submerged in a City waterway, Bird shall commence removal and site restoration as required in Sec. 6-61(c). If Bird fails to comply with removal, the City may respond, cause removal and require reimbursement pursuant to Sec. 6-61(d) of the Code. The City also retains discretion to issue citations pursuant to Sec. 6-61(g).

4.5. Relocation requests.

Bird shall respond to and relocate improperly parked or unused electric scooters within five (5) hours of notice between 6 a.m. and 10 p.m. Bird shall respond to and relocate improperly parked or unused electric scooters by 8 a.m. for notices received between 10 p.m. and 6 a.m.

4.6. Safety education.

Bird shall provide materials, videos, and signage to promote safe riding and educate riders on rider responsibilities and encourage safe and proper riding and parking as further described within this MOU.

4.7. Operation outside the City of Appleton.

Bird shall be responsible for tracking the location of electric scooters to ensure that electric scooters are not operated outside the City. Upon notification of the operation or placement of an electric scooter outside the City, Bird shall commence relocation of the electric scooter back within City limits.

4.8. Equipment maintenance.

Bird shall regularly inspect and provide necessary maintenance to each electric scooter at least once per month. Upon notification of an unsafe or inoperable electric scooter, Bird shall remove said electric scooter within two (2) hours. Bird acknowledges that the City may impound electric scooters that are deemed unsafe or inoperable and not remedied in accordance with this provision.

4.9. Geo-fencing of downtown bridges.

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

4.10. Preferred parking zones.

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

## **Section 5. OPERATING REGULATIONS**

5.1. Bird shall provide easily visible contact information for Bird's locally based operations manager, including toll-free phone number and e-mail address on each electric scooter for members of the public to make relocation requests or to report other issues with devices.

5.2. Safety requirements.

5.2.1. Each electric scooter shall meet the requirements described in Sections 347.489 (1), 347.489 (2), and 347.489 (3) of the Wisconsin State Statutes.

5.2.2. The maximum motor-assist speed for electric scooters shall be 15 mph except along College Avenue between Drew Street and Richmond Street, where it shall be 12 mph.

5.3. Electric scooter availability and hours of operation.

5.3.1. Bird, through its locally based operations manager, shall redistribute electric scooters to ensure electric scooters are distributed throughout the City. Bird agrees to work with the Director of DPW, or designee, in order to determine the safest and most efficient distribution of electric scooters throughout the City for the duration of the MOU. The parties acknowledge that Bird may utilize independent business logistics providers to facilitate local operations. Bird's use of these logistics providers does not constitute

a transfer or assignment of this MOU, and Bird remains responsible for all obligations and requirements under this MOU.

5.3.2. Hours of operation.

Electric scooters shall be made available to rent twenty-four (24) hours per day, under appropriate environmental circumstances.

5.3.3. Winter operation.

Bird shall begin to remove electric scooters from use upon the onset of snow accumulation within the City, or as directed by Director of DPW, or designee.

5.4. Proper electric scooter use.

5.4.1. Electric scooters shall be operated and regulated in the same manner as bicycles and may be operated on roadways, sidewalks, bike lanes, and bike paths, unless otherwise stated in State or City regulations.

5.4.2. Electric scooters may not be operated on the sidewalks on College Avenue between Drew Street and Badger Avenue.

5.4.3. Electric scooters shall be operated on the right of street lanes and offer the right-of-way to bicycles in bike lanes and on bike paths.

5.4.4. Electric scooters shall not be operated by individuals under the age of 18.

5.4.5. Electric scooters shall not be operated within City-owned parking ramps.

5.5. Proper electric scooter parking.

5.5.1. Bird shall provide instructions for properly parking electric scooters to customers in easily understandable formats through multiple media types.

5.5.2. Bird shall keep the sidewalk free from obstructions to pedestrians by requiring customers to park electric scooters such that a walk space not less than five (5) feet wide shall at all times be kept open for pedestrians and shall not be parked on the main traveled portion of the sidewalk or against or adjacent to windows.

5.5.3. Electric scooters shall not be parked on a sidewalk having a width of less than five and one-half (5 ½) feet.

5.5.4. Electric scooters shall not be parked at the intersection of two or more streets between the points of curvature, measured along the curb.

- 5.5.5. On roadways without sidewalks, electric scooters may be parked in the roadway if the right-of-way and the pedestrian way are not obstructed.
- 5.5.6. Electric scooters shall not be parked on private property without the express consent of the owner.
- 5.5.7. Electric scooters shall not be parked within, or obstruct access to, parking spaces; parklets; transit stops, including bus stops, streetcar stops, shelters, and passenger waiting areas; entryways; driveways; or crosswalks.
- 5.5.8. All electric scooters shall be parked in an upright position with two (2) wheels making a point of contact with the ground and in such a manner as to not constitute a hazard to pedestrians, traffic, or property.
- 5.5.9. Electric scooters shall not be parked on all downtown bridges within the City of Appleton. Bird agrees to further assist with this prohibition as stated in Section 4.9 of this MOU.

## **Section 6. INSURANCE REQUIREMENTS**

Bird shall comply with the requirements contained within the attached Insurance Requirements – Bird Program.

## **Section 7. INDEMNIFICATION**

Notwithstanding any references to the contrary in the application documents, Bird assumes full liability for all of its acts in the performance of this MOU. Bird will save and indemnify and keep harmless the City against all liabilities, judgments, costs and expenses which may be claimed by a third party against the City in consequence of allowing Bird to participate in this program, or which may result from the negligence or misconduct of Bird, or its agents, employees, customers or users, except to the extent arising out of or resulting from the City's sole negligence or willful misconduct. If judgment is recovered, whether in suits of law or in equity, against the City by reason of the negligence or misconduct of Bird, or its agents, employees, customers or users participating in this program, or utilizing Bird's equipment, Bird assumes full liability for such judgments not only as to the amount of damages, but also for the cost, attorney fees, or other expenses resulting there from. The City may tender the defense of any claim or action at law or in equity to Bird or its insurer, and upon such tender it shall be the duty of Bird or its insurer to defend such claim or action without cost or expense to the City or its officers, council members, agents, employees or authorized volunteers. Bird shall be entitled to have control over the defense and settlement of tendered lawsuits, including the selection of counsel; provided Bird may not settle any lawsuit on behalf of the City without the City's written consent that either (1) requires the City to admit liability, or (2) exceeds the limits of Bird's insurance policies. City shall cooperate in all reasonable respects with Bird and its attorneys in the defense or settlement of such lawsuit; provided, that the City shall be entitled to reasonably participate in the defense of such lawsuit and to employ its own counsel at its own expense to assist in the handling of such lawsuit.



## Section 8. MISCELLANEOUS

### 8.1. Assignment.

Neither party shall assign nor transfer any interest or obligation in this Agreement, whether by assignment or novation, without the prior written consent of the other party.

### 8.2. Notices, Records, Invoices, Billings and Reports.

8.2.1. All notices required to be sent by this Agreement shall be deemed delivered as of the date of postmark if deposited in a United States mailbox, with sufficient first-class postage attached and addressed as follows, which shall be directly sent to the persons stipulated herein:

For the City:

Director of Appleton Department of Public Works  
City of Appleton  
100 North Appleton Street  
Appleton, WI 54911-4799

For Bird:

8605 Santa Monica Blvd. #20388  
West Hollywood, CA 90069

8.2.2. It shall be the duty of a party changing its address to notify the other party in writing within a reasonable time if not explicitly set forth within this MOU.

### 8.3. Payment.

Bird agrees to pay to the City \$0.20 per ride in order to recoup administrative, educational, and enforcement expenses incurred by the City. Payment shall be made on a monthly basis and shall be made payable to City of Appleton – Finance Department.

### 8.4. No Waiver.

No failure to exercise, and no delay in exercising, any right, power or remedy, including payment, hereunder, on the part of the City or County shall operate as a waiver hereof, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. A waiver of any covenant, term or condition contained herein

shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.

8.5. Construction of Agreement.

8.4.1. This Agreement is intended to be solely between the parties hereto. No part of the Agreement shall be construed to add, supplement, amend, abridge, or repeal existing rights, benefits or privileges of any third party or parties, including but not limited to employee of either of the parties.

8.4.2. It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling.

8.4.3. The entire Agreement of the parties is contained herein and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof.

8.5.4. If any provision of this Agreement is determined by a court of record to be void or unenforceable, all remaining provisions shall continue to be valid and enforceable.

8.6. Public Records.

Bird understands that the City is bound by the Wisconsin Public Records Law, and as such, all of the terms of this program are subject to and conditioned on the provisions of Wis. Stat. sec. 19.21 *et. sec.* Bird acknowledges that it is obligated to assist the City in retaining and producing records that are subject to the Wisconsin Public Records Law and that Bird must defend and hold the City harmless from liability to its fault under the law. Except as otherwise authorized, those records shall be maintained for a period of seven years. This provision shall survive termination of this MOU and the program itself.

IN WITNESS WHEREOF, the parties have executed this Agreement and its Schedules as of the day and date set forth above by their duly authorized officers.

**BIRD RIDES, INC.**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Date: \_\_\_\_\_

SIGNATURES CONTINUE ON THE FOLLOWING PAGE

**CITY OF APPLETON**

By: \_\_\_\_\_

Jacob A. Woodford, Mayor

Date: \_\_\_\_\_

By: \_\_\_\_\_

Kami Lynch, City Clerk

Date: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Christopher R. Behrens, City Attorney

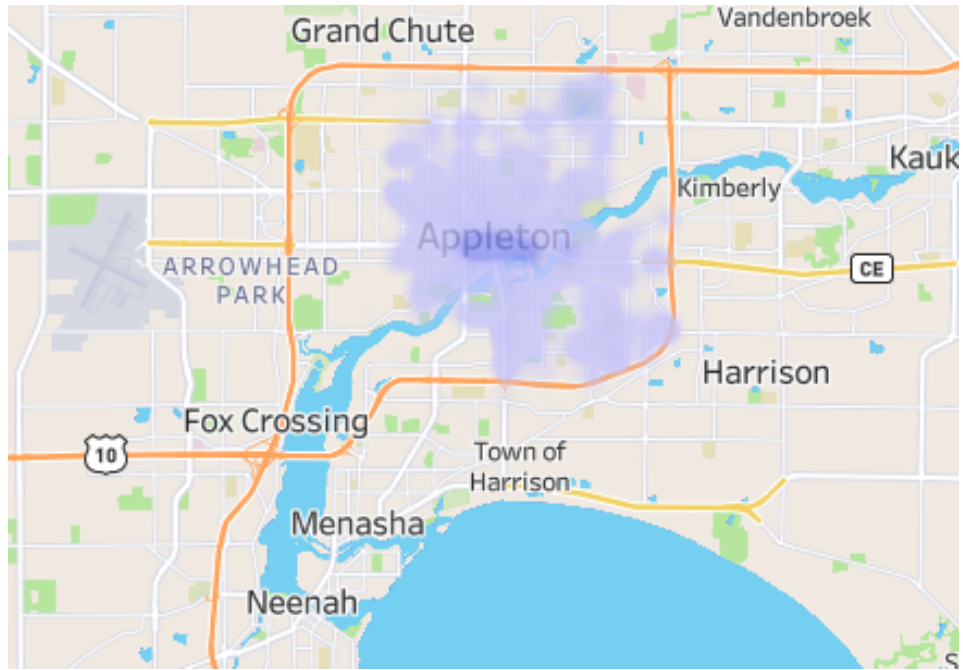
CityLaw A21-0079



# APPLETON, WI + BIRD AUGUST 2022 REPORT



Data	August 2022
Number of Rides	7081
Total # of Users	2113
# of commuters	98.00
Community Pricing Participants	N/A
Banned User Information	0
Maintenance	42
Reported Incidents	2
Reported Issues/Complaints	4





**DEPARTMENT OF PUBLIC WORKS**

100 North Appleton Street

Appleton, WI 54911

TEL (920) 832-6474

FAX (920) 832-6489

**MEMO**

**To:** Municipal Services Committee  
**From:** Danielle Block, P.E. Director of Public Works  
**Date:** March 15, 2023  
**Re:** Approve College Avenue Lane Reconfiguration **Pilot** Project

The City of Appleton has been working internally through 2022 to address concerns related to the traffic along College Avenue, in particular from State Street to Drew Street. This corridor of College Avenue serves as an important arterial street connecting residents and visitors to goods, services and employment. Over time, the corridor has evolved giving way to a demand to serve a variety of uses and users. Public feedback within this segment of College Avenue has focused on traffic speed, traffic noise, pedestrian safety, parking, emergency services and business access.

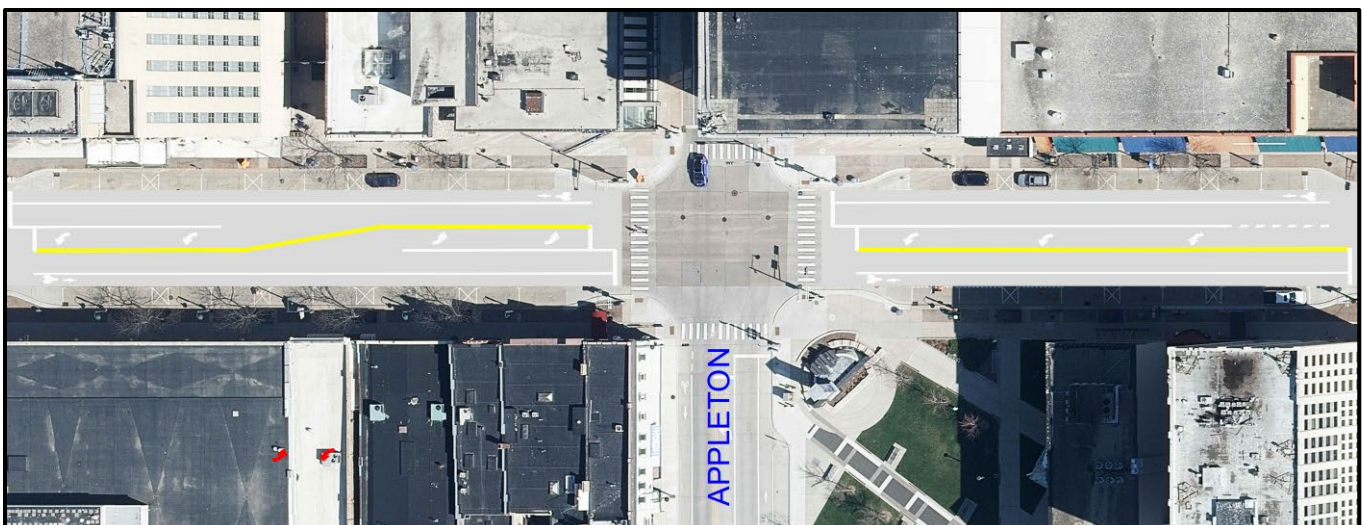
The City has explored and implemented several concepts to improve conditions along College Avenue: amenity strips, enhanced crosswalk pavement markings, early walk signal, mid-block crossings, increased enforcement and patrol. While these efforts have likely mitigated some negative effects of the increased traffic and speed, there remains a desire to calm the corridor and create a comfortable environment for all users.

A lane reconfiguration along College Avenue has been investigated and design by City Engineering staff. This redesign would simply involve the restriping of travel lanes along College Avenue to one lane in each direction, with a center left turn lane at each intersection from State Street to Drew Street. With the additional width afforded, a bike lane in each direction would also be striped. Parking would remain unchanged.

The project concept was first presented in January of 2023. Since that time, staff has met with stakeholders, held listening sessions and workshops, provided additional resources and materials. All project layouts, presentations, video modeling, lane reconfiguration research and case studies can be found here:

<https://www.appleton.org/government/public-works/project-information>

**Project Intersection Example (College Avenue at Appleton Street)**



## **Pilot Project Proposal**

Staff is recommending the College Avenue Lane Reconfiguration Project be proposed as a **pilot** project with a duration of 18 months. Assuming construction completion and signal timing modifications are completed by late fall of 2023, the pilot project would be evaluated in spring of 2025.

The following metrics may be used to determine the success of the project:

- Quantitative Data:
  - Traffic Counts
  - Bike/Pedestrian/Scooter Counts
  - Crashes
  - Vehicle Speeds
  - Total Roadway Closures due to Aggressive Driving
  - Parking Meter Revenue along College Avenue
- Qualitative Data:
  - Business/Community Member Feedback
  - APD/AFD Feedback

## **Process & Construction Timeline**

- March 20, 2023 – Action Item –Municipal Services Committee to consider approval of the College Avenue Lane Reconfiguration Pilot Project.
- April 5, 2023 – Action Item - If approved by Municipal Services Committee, the project will move to consideration by Council.
- April 2023 – If the project is approved, DPW will send the project out for public bidding. Staff will review bids and prepare recommendation to award.
- April/May 2023 – Municipal Services Committee to Consider approval of the contract award to restripe College Avenue. If approved, consideration by Council.
- Mid-June/Summer 2023 – Project start date is dependent upon contractor availability and weather. It is anticipated the total construction time would be approximately 2-weeks.
- Late Summer through December 2023 – Signal improvements/modifications.
- Late Summer and beyond – additional data collection and traffic monitoring. Reporting and status updates to Municipal Services Committee.

## **Education & Marketing Update**

As part of our stakeholder engagement, feedback indicated a desire for education and marketing related to the proposal. If the project proposal is approved, staff will begin generating education and marketing materials to be distributed to the general public and business community. Topics that will be covered in the materials:

- College Avenue Corridor History.
- Project Purpose and Need.
- Education on a 4-to 3-Lane Reconfiguration.
- Construction Timeline and Staging.
- Marketing Materials to Promote the Corridor.



# PERMIT TO OCCUPY THE PUBLIC RIGHT-OF-WAY

Permit #: \_\_\_\_\_  
 Effective Date: \_\_\_\_\_  
 Expiration Date: \_\_\_\_\_  
 Fee: \_\_\_\_\_  
 Paid (yes or no): \_\_\_\_\_

Rev. 04-10-15

### Applicant Information

Name (print): Linda Garvey Company: Hilton Appleton Paper Valley  
 Address: 333 W. College Avenue Telephone: 920-733-8000 FAX: \_\_\_\_\_  
Appleton, WI 54911 e-mail: lgarvey@appletonpvh.com  
 Applicant Signature: Linda Garvey Date: \_\_\_\_\_

### Occupancy Information

General Description: We are seeking permission to add tables and chairs on the terrace in front of the hotel.  
This would be on the western end of the property in front of Starbucks.  
 Street Address: 333 W. College Avenue Tax Key No.: \_\_\_\_\_  
 - or -  
 Street: \_\_\_\_\_ From: \_\_\_\_\_ To: \_\_\_\_\_  
 Multiple Streets: \_\_\_\_\_

### (Department use only)

Occupancy Type	Sub-Type	Location
<input type="checkbox"/> Permanent (\$40)	<input type="checkbox"/> Sandwich Board	<input type="checkbox"/> Sidewalk
<input type="checkbox"/> Temporary - max. 35 days (\$40)	<input checked="" type="checkbox"/> Tables / Chairs	<input checked="" type="checkbox"/> Terrace
<input checked="" type="checkbox"/> Amenity/Annual (\$40)	<input type="checkbox"/> Dumpster	<input type="checkbox"/> Roadway
<input type="checkbox"/> Blanket/Annual (\$250)	<input type="checkbox"/> POD / Container	
<input type="checkbox"/> Block Party (\$15)	<input type="checkbox"/> Obstruction / Other	

### Additional Requirements

Plan/Sketch  Certificate of Insurance  Bond  
 Other:

### Traffic Control Requirements N/A

Type of Street: \_\_\_\_\_ Proposed Traffic Control: \_\_\_\_\_  
 Arterial/CBD  City Manual Page(s)  
 Collector  State Manual Page(s)  
 Local  Other (attach plan)

Contact Traffic Division (832-2379) 1 business day prior to any lane closure, or 2 business days prior to a full road closure.  
 Additional Requirements: \_\_\_\_\_

Approved by: \_\_\_\_\_ Date: \_\_\_\_\_

### This permit approval is subject to the following conditions:

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

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

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

APPROVED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
 (Department of Public Works)





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/5/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Marsh & McLennan Agency, LLC 1600 W. 7th Street Suite 300 Fort Worth TX 76102	<b>CONTACT NAME:</b> Amy Rosenbam <b>PHONE (A/C, No, Ext):</b> 817-877-3660 <b>E-MAIL ADDRESS:</b> amy.rosenbam@marshmma.com	<b>FAX (A/C, No):</b> 817-877-3480	
	<b>INSURER(S) AFFORDING COVERAGE</b>		
<b>INSURED</b> Driftwood Hospitality Management LLC Driftwood Hospitality Management II LLC 11770 US Hwy One East Tower Suite 202 North Palm Beach FL 33408	<b>INSURER A:</b> Starr Indemnity & Liability Company		<b>NAIC #</b> 38318
	<b>INSURER B:</b> Great American Insurance Company		16691
	<b>INSURER C:</b> Evanston Insurance Company		35378
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
	<b>INSURER F:</b>		

**COVERAGES**

CERTIFICATE NUMBER: 2047542180

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> No Ded/SIR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	1000100161221	3/19/2022	3/19/2023	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 Policy Aggregate \$10,000,000
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	1000198205221 1000198206221	3/19/2022 3/19/2022	3/19/2023 3/19/2023	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	1000589669221	3/19/2022	3/19/2023	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
A	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	1000004553	3/19/2022	3/19/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A B C	Liquor Liability *Crime Employee Theft *EPLI Claims Made	Y	Y	1000302542221 SAAE5897640200 MKLV4MML000204	3/19/2022 3/19/2022 3/19/2022	3/19/2023 3/19/2023 3/19/2023	Each Common Cause Aggregate \$2,000,000 *Crime & EPLI \$4,000,000 See Remarks

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

GL Policy Includes Crime for Guest Property (Innkeepers) \$100,000 Aggregate

Certified Acts of Terrorism is included

\*Garagekeepers Legal Liability Applies to specific locations on file with company : GKLL Limit \$500,000 \$2,500 Deductible Comp/Collision.

WC-applicable to all states except monopolistic states of ND,OH,PR,WA,WY

See Attached...

**CERTIFICATE HOLDER****CANCELLATION**

Hilton Worldwide Holdings Inc  
 7930 Jones Branch Drive  
 McLean VA 22102  
 USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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# ADDITIONAL REMARKS SCHEDULE

AGENCY Marsh & McLennan Agency, LLC		NAMED INSURED Driftwood Hospitality Management LLC Driftwood Hospitality Management II LLC 11770 US Hwy One East Tower Suite 202 North Palm Beach FL 33408	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

Worldwide Jurisdiction is included.

Additional Insured form #OG184 edition 4/12, #CG2011 edition 12/19, #CG2026 edition 12/193, #CG2015 edition 12/193 and #OG218 edition 10/14 apply to the General Liability policy.

Waiver of subrogation form #CG2404 edition 12/19 applies to the General Liability policy.  
Primary & Non-Contributory General Liability form #OG152 edition 4/12 applies to the General Liability policy.

Additional Insured form #SICA1016 edition 6/20 applies to the Automobile Liability policy.  
Waiver of subrogation form #SICA1020 edition 9/19 applies to the Automobile Liability policy.  
Primary and Noncontributory form #CA0449 edition 11/16 applies to the Automobile policy.

Waiver of subrogation form #WC000313 edition 4/84 applies to the Workers Compensation policy.

Notice of Cancellation to Third Parties form #SIIL102 edition 10/14 applies to the General Liability policy.  
Notice of Cancellation to Third Parties form #SICA1015 edition 7/11 applies to the Automobile Liability policy.  
Notice of Cancellation to Third Parties form #WC990618, #WC990605, #WC990605IL, #WC990605MD and #WC990605MO apply to the Worker's Comp policy.

The General Liability policy includes a blanket additional insured endorsement to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The General Liability policy contains an endorsement with "Primary and NonContributory" wording that may apply only when there is a written contract between the named insured and the certificate holder that requires such wording.

The General Liability policy contains a blanket waiver of subrogation endorsement that may apply only when there is a written contract between the named insured and the certificate holder that requires such wording.

The Automobile Liability policy contains language that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The Automobile liability policy includes waiver of subrogation wording that may apply only when there is a written contract between the named insured and the certificate holder that requires such wording.

The Automobile liability policy includes primary and noncontributory wording that may apply only when there is a written contract between the named insured and the certificate holder that requires such wording.

The Worker's Compensation policy includes a waiver of subrogation endorsement that may apply only when there is a written contract between the named insured and the certificate holder that requires such wording.

The General Liability, Automobile Liability, Worker's Compensation policies includes a blanket notice of cancellation to the certificate holder endorsement, providing for 30 days advance written notice if the policy is canceled by the company, or 10 days written notice before the policy is canceled for nonpayment of premium. Notice is sent to certificate holders with mailing addresses on file with the agent or the company. The endorsement does not provide for notice of cancellation to the certificate holder if the named insured requests cancellation.

\*Crime Policy Includes Fidelity: Employee Theft Limit \$1,000,000/Retention: \$25,000 - ERISA Fidelity Limit \$1,000,000/No Retention

\*EPLI: Limit \$2,000,000/Retention \$100,000

Professional Liability (Claims Made): Policy No. MPL30012076900 - Policy Period: 10/9/21-22 - Endurance Assurance Corporation - \$2,000,000 Each Claim/\$2,000,000 Aggregate/\$25,000 Retention

Cyber Liability: Policy Number 1000634548211 - Policy Period: 12/1/21-22 - Starr Indemnity & Liability Company - Limit: \$5,000,000 Limit Aggregate/\$50,000 Retention

Excess Liability: Policy No. P00100081849801 - Policy Period: 3/19/22-23 - Axis Surplus Lines Insurance - NAIC 26620 - Limit: \$5,000,000 Excess \$5,000,000

Excess Liability: Policy No. ECO2358628826 - Policy Period: 3/19/22-23 - The Ohio Casualty Insurance Company - NAIC 24074 - Limit: \$10,000,000 Excess of \$10,000,000

Excess Liability: Policy No. XC83X00364221 - Policy Period: 3/19/22-23 - Everest National Insurance Company - NAIC 10120 - Limit: \$15,000,000 Excess \$20,000,000

Excess Liability: Policy No. 03133054 - Policy Period: 3/19/22-23 - Allied World National Assurance Company - NAIC 10690 - Limit: \$15,000,000 Excess \$35,000,000

Excess Liability: Policy No. USL014028226 - Policy Period: 3/19/22-23 - Fireman's Fund Insurance Company - NAIC 21873 - Limit: \$25,000,000 Excess \$50,000,000

Excess Liability: Policy No. CX00G1422 - Policy Period: 3/19/22-23 - Aspen American Insurance Company - NAIC 43460 - Limit: \$25,000,000 Excess



**ADDITIONAL REMARKS SCHEDULE**

AGENCY Marsh & McLennan Agency, LLC		NAMED INSURED Driftwood Hospitality Management LLC Driftwood Hospitality Management II LLC 11770 US Hwy One East Tower Suite 202 North Palm Beach FL 33408	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER:** 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

\$75,000,000

Re: Hilton Hotel Paper Valley - 333 West College Avenue, Appleton, WI 54911

Certificate Holder Includes: Hilton Worldwide Holdings Inc. and its owners, subsidiaries and affiliates now or hereafter existing.

Proposed sketch

3/16/2023



**#2-R-23**  
**Resolution to eliminate No Mow May**

*Date:* March 15, 2023

*Submitted By:* Chad Doran District 15

*Referred To:* Municipal Services Committee

Whereas the No Mow May initiative was made a permanent part of the city's ordinances in 2022, largely based on the data provided in a study looking at the quantity of bees and other pollinators found in mowed vs. unmowed lawns, and;

Whereas the study was presented to the Common Council as proof that unmowed lawns in fact did show higher levels of bee richness and abundance, leading to the program being permanently adopted by Appleton and later by numerous other municipalities around Wisconsin, and;

Whereas in November of 2022 the study was retracted by the authors of the paper as well as the publisher of the journal in which it appeared, and;

Whereas the editor of the journal noted the findings of the study are "unreliable and could impact the results", and;

Whereas the retraction guidelines for the journal note that a paper should be retracted if the findings are unreliable, or the result of fabrication or falsification, and;

Whereas as the basis for adoption of No Mow May, the science behind the study has been proven to not be reliable and other apiologists who study bees have said that long grass provides no discernible benefit for bees and other pollinators, now;

Therefore be it resolved that on the basis of a lack of scientific evidence to support the No Mow May program, the City of Appleton Common Council hereby votes to eliminate the No Mow May program and delete references to it from the city code on the basis of a lack of scientific evidence to support the program, and repeal Ordinance 26-22 adopted on April 6, 2022 and restore Section 12-58 to its form prior to that date in order to enforce the city's long grass ordinance during the entire growing season, including the month of May.