



# 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, April 10, 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  
[23-0347](#) Minutes from March 20, 2023

**Attachments:** [Minutes from March 20 2023.pdf](#)

#### 4. Public Hearings/Apearances

#### 5. Action Items

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

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

**Legislative History**

3/20/23	Municipal Services Committee	held
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- [23-0336](#) Request from Legendairy Cookies 'N Creamery for a street occupancy permit to place tables and chairs in the College Avenue beautification strip at 101 E. College Avenue.

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

- [23-0337](#) Award Complete Streets/Pedestrian Study Contract to ALTA Planning + Design in an amount not to exceed \$75,000.00.

**Attachments:** [Complete Street Ped Crossing Study Contract Award.pdf](#)

[23-0338](#) Award of contract for 2023 Parking Ramp Professional Engineering and Construction Administration Services to Desman Design Management in the amount not to exceed \$50,480.00.

**Attachments:** [Award of Contract - Desman 2023 Parking Ramp Maintenance Design Services](#)

## 6. Information Items

[23-0342](#) Inspections Division Permit Summary Comparison Report for March 2023

**Attachments:** [Inspections YTD Summary 3.31.23.pdf](#)

[23-0343](#) Parking Utility Revenue Update through March 2023

**Attachments:** [03-2023 Financial Analysis - Parking Revenues.pdf](#)

[23-0344](#) Proposed Table of Organization Changes - DPW & CED

**Attachments:** [Reorganization CEDandDPW Final Memo.pdf](#)

[23-0352](#) 2022 Tree City USA

**Attachments:** [2022 Tree City USA.pdf](#)

## 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.*



# City of Appleton

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## Meeting Minutes - Final Municipal Services Committee

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Monday, March 20, 2023

4:30 PM

Council Chambers, 6th Floor

---

1. Call meeting to order

2. Roll call of membership

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

**Excused:** 1 - Thyssen

3. Approval of minutes from previous meeting

[23-0275](#)

Minutes from March 6, 2023

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

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

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

**Absent:** 1 - Thyssen

4. **Public Hearings/Appearances**

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](#)

**Firkus moved, seconded by Van Zeeland, that the Report Action Item be recommended for approval. Roll Call. Motion carried by the following vote:**

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

**Absent:** 1 - Thyssen

[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](#)

Firkus moved, seconded by Van Zeeland, that the Report Action Item be recommended for approval. Roll Call. Motion carried by the following vote:

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

**Absent:** 1 - Thyssen

[23-0286](#)

Approve College Avenue Lane Reconfiguration Pilot Project

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

Firkus moved, seconded by Van Zeeland, that the Report Action Item be recommended for approval. Roll Call. Motion carried by the following vote:

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

**Absent:** 1 - Thyssen

[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](#)

Firkus moved, seconded by Van Zeeland, that the Report Action Item be recommended for approval. Roll Call. Motion carried by the following vote:

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

**Absent:** 1 - Thyssen

[23-0276](#)

Resolution #2-R-23 Resolution to Eliminate No Mow May

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

Siebers moved, seconded by Firkus, that the Report Action Item be held. Roll Call. Motion carried by the following vote:

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

**Absent:** 1 - Thyssen

## 6. Information Items

## 7. Adjournment

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

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

**Absent:** 1 - Thyssen

**#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.



# 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): Jeremy Mattso Company: Legendairy Cookies 'N Creamery  
 Address: 101 E College Ave. Telephone: (920)619-3285 FAX: \_\_\_\_\_  
Appleton WI 54911 e-mail: Contact@LegendairyCnC.com  
 Applicant Signature: J Mattson Date: 3/29/2023

### Occupancy Information

General Description: Tables & Chairs for customers  
 Street Address: 101 E. College Ave. Appleton WI, 54911 Tax Key No.: \_\_\_\_\_  
 - or -  
 Street: \_\_\_\_\_ From: \_\_\_\_\_ To: \_\_\_\_\_  
 Multiple Streets: \_\_\_\_\_

(Department use only)

Occupancy Type	Sub-Type	Location
<input type="checkbox"/> Permanent (\$40)	<input checked="" 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

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

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

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: \_\_\_\_\_  
 (Department of Public Works)

DATE: \_\_\_\_\_



Holt & Co

Come SOO SUMMER 2  
COOKIES 'N  
Legendairy  
CREAMERY

Blue street sign with arrows and text.

Orange construction sign.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/29/2023

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> 715-526-6390 HOMETOWN Ins.AgcyOfShawano,Inc 1207 E. GREEN BAY STREET P. O. BOX 473 SHAWANO, WI 54166-0473 MARY BETH CLARK	<b>CONTACT NAME:</b> MARY BETH CLARK <b>PHONE (A/C, No, Ext):</b> 715-526-6390 <b>FAX (A/C, No):</b> 715-524-3846 <b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> West Bend Mutual Ins. Co. <b>NAIC #</b> 15350 <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

**INSURED**  
 The Golden Cone LLC  
 dba: Legendairy Cookies 'n Creamery  
 Legendairy CnC LLC  
 101 E College Ave  
 Appleton, WI 54911

**COVERAGES CERTIFICATE NUMBER: 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"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		A151060-06	05/12/2022	05/12/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			A151060-06	05/12/2022	05/12/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			A151060-06	05/12/2022	05/12/2023	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y <input type="checkbox"/> N / A If yes, describe under DESCRIPTION OF OPERATIONS below			A151108-06	05/12/2022	05/12/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

<b>CERTIFICATE HOLDER</b>  City of Appleton 100 N Appleton St Appleton, WI 54911	<b>CITY OF A</b>	<b>CANCELLATION</b>  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 MARY BETH CLARK 



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

**To:** Municipal Services Committee  
**From:** Eric Lom, P.E., City Traffic Engineer  
**Date:** March 29, 2023  
**Re:** Complete Streets / Ped Study: Contract Award

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At its 3/16/22 meeting, the Common Council approved the allocation of \$75,000 to hire a consultant to evaluate the city's Enhanced Crosswalk Program (Agenda Item #22-0054). Subsequently, at its 3/1/23 meeting, the Common Council approved the contract scope for this project, an approved amendment to solicit aldermanic feedback during the study. This addition to the scope of services has been made.

As has been noted in recent meetings, staff is recommending the City contract with our preferred bike & pedestrian consultant (ALTA Planning + Design) based on their exceptional performance record with the City and their familiarity with our situation.

As such, we recommend award of the contract to ALTA Planning + Design based on the Council-approved scope of services in an amount not to exceed \$75,000.



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

**DEPARTMENT OF PUBLIC WORKS**

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

**MEMO**

**TO:** Municipal Services Committee

**FROM:** Ross Buetow, Deputy Director of Public Works

**SUBJECT:** Professional Engineering and Construction Administration Services - 2023 Repair and Maintenance Program for the Red, Yellow, and Green Parking Ramps

**DATE:** April 10, 2023

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In February of 2021, the Common Council authorized a sole source professional services agreement with Desman Design Management ("Desman") for planning, design and administrative services related to the structural maintenance of the City's public parking ramps. This agreement was authorized for a five-year period, subject to continued satisfactory performance by Desman.

In 2022, Desman completed a comprehensive update to their original 2019 structural condition analysis of all three of the City's parking ramps. The update included detailed descriptions of the structural condition of each ramp as well as general recommendations for short and long-term maintenance and repair needs.

In response to a 2023 request from the Department of Public Works, Desman has provided a proposal for professional engineering & construction administration services for repair and maintenance activities in the Red, Yellow, and Green Parking Ramps. A copy of the proposal accompanies this memo. Their proposed 2023 maintenance activities have been selected and prioritized based on their 2022 structural condition analysis. Desman's proposed fee for these services is \$50,480.00.

There is currently \$40,000.00 allocated in the 2023 Parking budget for consulting services, plus an additional \$6,940.00 of 2022 consulting service funds carried over to 2023. An additional \$3,540.00 of Parking Repairs and Maintenance funds would be used to fully fund the proposed scope of services.

In summary, we recommend award of contract for 2023 Parking Ramp Professional Engineering and Construction Administration Services to Desman Design Management in an amount not to exceed \$50,480.00.

Thank you for your consideration.

March 22<sup>nd</sup>, 2023

Mr. Ross Buetow  
Deputy Director of Public Works | City Engineer  
**City of Appleton**  
Appleton, WI 54911

*Sent via email to: [Ross.Buetow@appleton.org](mailto:Ross.Buetow@appleton.org)*

**Re: Proposal for Professional Engineering & Construction Administration Services 2023 Repair and Maintenance Program for the Red, Yellow, and Green Parking Garages in Appleton, WI**

Dear Mr. Buetow:

In response to our 2/23/23 discussion, DESMAN is pleased to submit the following proposal to the City of Appleton (Appleton) to provide professional services for the Red, Yellow, and Green Parking garages in the City of Appleton, WI per the recommendations provided in our previous condition assessment report.

#### **UNDERSTANDING OF CAPEX WORK SCOPE**

As discussed during our 2/23/23 meeting Appleton expects an estimate repair budget of roughly \$700,000 for 2023. That budget is currently intended to be used to address the 2023 priority repair items in the Red and Green Garages identified in DESMAN's current condition assessment report as well as the 2024 scope recommended for the Yellow Parking Garage.

#### **SCOPE OF SERVICES**

DESMAN proposes the following SCOPE OF SERVICES for the Red, Yellow, and Green Parking Garages in 2023:

#### **PHASE II TASKS - Construction Documents (CD's)**

- A. Review existing documents within our files, including existing drawings, photos, notes and our most recent condition assessment report, etc.
- B. Discuss with Appleton staff the construction budget, user requirements, and scope of repair work and verify and quantify the types, locations and other details of the repairs in order to prepare a Contractor bid package for 2023 repair and maintenance project at each garage.
- C. Prepare a single bid package for 2023 Repair and Maintenance work. The 2023 Repair and Maintenance program will be competitively bid with the intent to award all properties to one contractor (although individual awards are possible). The bid package will describe the work and generally consist of the following components:
  1. Construction drawings/sketches and details, as required, illustrating repairs, removal and replacement and installation of new products, as applicable, for budgeted work categories listed and described in the current DESMAN Condition Assessment Report and confirmed by discussions with Appleton.
  2. Technical specifications, as required, for each work category shown under item *D.1.*, including outline of performance criteria, repair procedures, material testing requirements during construction, warranties, etc.

3. Front-end requirements, as required, provided by Appleton and incorporated into the Project Manual such as; General and Special Conditions, Insurance Requirements, Bonding Requirements, Incentives and/or Liquidated Damages, as applicable.
  4. Proposal Form describing the work with estimated quantities formatted for payment based on a lump sum or unit price basis, as applicable.
  5. Work phasing plan, if applicable, that meets Appleton's requirements for keeping the parking facilities open (or portion thereof) at all times during construction will be included. Details related to phasing of the work will be reviewed and approved by Appleton.
- D. Furnish up to two reproducible sets of the drawings and technical specifications or pdf electronic format files to Appleton at the 90% completion level for review and comment. If necessary, DESMAN will schedule a meeting or conference call with Appleton to discuss comments on the documents and bidding and construction schedules.
- E. DESMAN will incorporate comments from Appleton and issue finalized drawings and technical specifications.

**PHASE III TASKS - Contractor Proposal & Contract Negotiations**

- A. Issue the bid package to the Contractor(s), in electronic PDF file format, transmitted via email.
- B. Attend a Pre-bid Conference at one or several properties (to be determined with Appleton), conduct a walk-through site visit at that property with the Contractor(s), and Appleton personnel. Based on Contractor(s) Requests for Information (RFI), DESMAN will prepare an Addenda and issue to the Contractor(s), if necessary, incorporating any changes or clarifications, which arise from the Conference.
- C. Review Contractor(s) bid(s) and provide an acceptance recommendation to Appleton.

**PHASE IV TASKS - Construction Observation & Contract Administration**

- A. Conduct a Pre-Construction conference between DESMAN, the Contractor, Appleton, and other parties if appropriate and necessary for effective construction of the project. Clarify lines of communication, policies, routing of shop drawings, correspondence, etc. DESMAN will prepare an agenda and distribute meeting minutes.
- B. Maintain the following documents, as applicable, during construction and deliver to Appleton upon project completion:
  1. Reports of job conferences, meetings, and discussions among DESMAN, Appleton and the Contractor via meeting notes, emails, etc.;
  2. Shop drawings and samples submissions as provided by the Contractor;
  3. One set of approved construction Contract Documents;
  4. Addenda, Change Orders or Construction Change Directives if issued;
  5. Additional drawings issued subsequent to execution of the construction Contract Documents;
  6. DESMAN clarifications and interpretations of the construction Contract Documents if required;
  7. Progress Reports from periodic on-site observations;
  8. Names, addresses and telephone numbers of the Contractor, subcontractors, and major suppliers of materials and equipment as supplied by the Contractor;

9. "As Built" set of record construction documents prepared and submitted by the Contractor and reviewed by DESMAN, and Appleton;
- C. Conduct periodic on-site observations of the repair work at intervals appropriate to the stage of construction to become familiar with the progress and quality of the work completed. The number of anticipated site visits per project (including a pre-construction conference and a substantial completion visit) are listed in the appropriate section of the included bid form. DESMAN will make critical observations at the beginning of each repair phase to observe methods of material removal, surface preparation, and installation procedures. On the basis of the on-site observations, DESMAN shall keep Appleton informed of the progress and quality of the work, and shall endeavor to guard against defects and deficiencies in the work. A Site Observation Report will be completed with each site visit and submitted to Appleton and others as appropriate.
- D. Review and respond to requests for information ("RFI's").
- E. Review and certify Contractor's Applications for Payment. DESMAN will verify the quantities of work, which are the basis of the payment request.
- F. Review, provide recommendations or take other appropriate action upon Contractor's submittals such as Shop Drawings or Product Data and Samples; but only for the limited purpose of reviewing for conformance with information given and the design concept expressed in the Contract Documents.
- G. Review Contractor prepared Change Orders, including applications for extensions of construction time, and Construction Change Directives, with supporting documentation and data, if deemed necessary by DESMAN, and Appleton. DESMAN shall evaluate the cost and scheduling aspects of all change orders and, where necessary, negotiate with the Contractor to obtain a fair price for the work. DESMAN may authorize minor changes in the work not involving an adjustment in the Contract Sum or an extension of the Contract Time and which are consistent with the intent of the Contract Documents.
- H. Upon substantial completion of the work, when notified by the contractor, attend a site visit to prepare a list of observed items (Site Observation Report) to be completed or corrected before final completion of the contract for each phase of the project. Contractor shall be responsible to prepare a punch list of work they believe needs to be completed or corrected prior to DESMAN's substantial completion site visit for review.
- I. Upon completion of all work within the Contractors work scope, as accepted by Appleton, DESMAN will review and forward all waivers and warranties and execute the project closeout.
- J. Review a set of "As-Built" drawings prepared by the Contractor regarding the work completed. One set of copies of these documents will be reproduced and issued to Appleton along with a file version of the documents in electronic format.

**FEE SCHEDULE**

DESMAN will provide the above SCOPE OF SERVICES as outlined for *PHASES II, III and IV* for the Red, Yellow, and Green Parking Garages Repair and Maintenance work following lump sum fee schedule:

PHASE II TASKS - Construction Documents .....	\$21,600.00
PHASE III TASKS - Contract Negotiations .....	\$2,880.00
PHASE IV TASKS - Construction Observation & Contract Administration .....	\$25,200.00*
<b>Total DESMAN Professional Fees for the TASKS II, III &amp; IV .....</b>	<b>\$49,680.00</b>

Itemized reimbursable expenses for printing costs of project deliverables and travel are expected to add about \$800.00 to this sub-total.

\* The PHASE IV TASKS fee shown is a lump sum amount based upon the hourly basis per the hourly rates listed under ADDITIONAL SERVICES. PHASE IV fees are based on a 2023 repair and maintenance program and is based upon a construction phase schedule, to complete the scheduled repair/preventative maintenance work, of twenty weeks which includes services associated with punch-list and project close-out. This fee also includes an average of 4 hours per week for administrative services along with eight visits to the projects (a pre-construction visit, six progress visits, and a substantial completion visit during Phase IV work. Should the actual construction period exceed twenty weeks in duration, or an average of more than 4 hours per week are expended, then an appropriate fee increase to DESMAN’s PHASE IV TASKS fee amount may be necessary.

Invoices will be submitted each month and are due and payable within 30 days.

**QUALIFICATIONS TO THE SCOPE OF SERVICES**

The following qualifications to the SCOPE OF SERVICES apply:

1. Observation, assessment, reporting and any responsibility regarding the discovery, presence, handling, removal and disposal of, or exposure of persons to, hazardous materials in any form at the project site, including but not limited to, asbestos, asbestos products, lead, polychlorinated biphenyl (PCB) or other toxic substance.
2. Material testing during the construction phase is not included. This service is typically the responsibility of the selected contractor.
3. Charges for reproduction and printing of construction documents for bidding and permitting;
4. Permit Fees of any kind;
5. Preparation of Public Filings or Permits;

**CLOSURE**

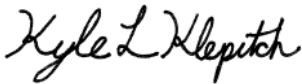
On behalf of DESMAN's team of professionals, we appreciate this opportunity to submit the enclosed proposal. If you are in agreement with the information contained herein, please sign on the space provided below and return a copy of this signed page to DESMAN.

Sincerely,

**DESMAN**



Jeffrey S. Henriksen, R.A.  
Senior Vice President



Kyle Klepitch, PE (IL)  
Senior Associate

Proposal Accepted by:  
**City of Appleton**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Title:

\_\_\_\_\_  
Date



### STANDARD TERMS AND CONDITIONS OF AGREEMENT

The engagement of DESMAN, Inc. ("DESMAN") by the City of Appleton ("Client") is under the following terms and conditions, as applicable, and is an integral part of the Agreement between Client and DESMAN.

1. Unless noted or otherwise requested, the fee estimate for the proposed Scope of Services is valid for 60 days from the date of Proposal.
2. All schedules set forth in the attached Scope of Services commence upon receipt of a signed Agreement unless noted otherwise, and if requested, a retainer. All retainer amounts will be applied to the last invoice. A RETAINER OF \$ 0 IS REQUIRED BEFORE WORK CAN COMMENCE UNDER THE AGREEMENT.
3. Before DESMAN shall be called upon to provide its services there under, the Client shall provide DESMAN, in writing, with all necessary information to permit its proper performance of the services to be provided. DESMAN shall be under no duty or obligation to verify the completeness or accuracy of the information provided by the Client and shall be entitled to fully rely thereon.
4. Client shall provide the necessary access and right-of-entry for DESMAN to enter the Project site, and to all shops and yards where materials are prepared or stored in order to allow DESMAN to perform their services.
5. The Client shall provide DESMAN with sufficient advance notice of required service so as to allow DESMAN a reasonable period of time to coordinate the assignment of its personnel. If DESMAN is required to delay commencement of its work, or is required to stop or interrupt the progress of its work due to action/inaction of Client, additional charges will be applicable and payable by the Client, which must be documented.
6. DESMAN will not act to enforce the provisions of the contract drawings or specifications. Should DESMAN, in the proposal, accept responsibility for site observations or monitoring, it remains the responsibility of the Client to enforce the contract provisions and to effect corrections of any contractual deficiencies, which are discovered by DESMAN. Desman shall not be liable for the contractor's failure to perform the work in accordance with the contract documents.
7. Testing results apply only to the material samples actually tested. Test specimens or samples will be disposed immediately upon completion of the test, unless otherwise agreed.
8. Payment is due upon receipt of DESMAN's invoices. Payment to DESMAN is the sole responsibility of signatory of this Agreement and is not subject to third party agreements. If payment is not received within thirty (30) days of receipt by Client, Client agrees to pay a finance charge on the principal amount of the past due account to one and one half (1 1/2%) percent per month. The Client agrees to pay DESMAN's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees.
9. Invoice payments must be kept current for work to continue. If the Client fails to pay any invoice due to DESMAN within 45 days of the date of the invoice, DESMAN may, without waiving any other claim or right against Client, suspend services under this Agreement until DESMAN has been paid in full all amounts due DESMAN and/or any of its Consultants and Subcontractors.

10. DESMAN agrees to carry the following insurance during the term of this Agreement: Workmen's compensation, General Liability, Professional Liability and Comprehensive Automobile Liability. Certificates of insurance will be furnished upon request. If the Client requires insurance coverage or coverage limits in excess of DESMAN's normal policy coverage, and if such coverage is available, Client agrees to reimburse DESMAN for cost premiums to carry such additional coverage.
11. DESMAN's liability for any damage on account of any error, omission, or other professional negligence will be limited to a sum not-to-exceed the fee received under this Agreement. DESMAN, its agents and employees shall not be liable for any lost profits or any claim or demand against Client by any other party unless caused by negligence or wanton act or omission of DESMAN. In no event shall DESMAN be liable for special, consequential or exemplary damages. This provision shall supersede any other provision in this Agreement that may be deemed inconsistent with it. No action, regardless of form, arising out of the service under this Agreement, may be brought by the Client more than one (1) year after the act or omission-giving rise to a cause of action has occurred.
12. The Client shall indemnify, defend, and hold DESMAN, its officers, employees, and agents harmless from any and all claims, suits, losses, costs, and expenses, including but not limited to, court costs and reasonable attorney's fees arising or alleged to have arisen out of or to have resulted from the performance of DESMAN's work on or about the subject Project, and caused in whole or in part by any negligent, willful, or wanton act or omission of the Client.
13. In the event that either party brings any claim, suit, cause of action, of counterclaim against the other, to the extent that such party prevails upon such action, the non-prevailing party shall pay to the prevailing party the costs expended by the prevailing party to defend against such action including reasonable attorney's fees, witness fees, and other related expenses.
14. DESMAN shall not be responsible for failure to perform or for delays in the performance of work, which arise out of causes beyond the control and without the fault or negligence of DESMAN.
15. In entering into this Agreement, Client has relied only upon the warranties or representations (a) set forth in this Agreement; or (b) implied in law. No oral warranties, representations or statements shall be considered a part of this Agreement or a basis upon which the Client relied in entering into this Agreement. No statements, representations, warranties or understandings, unless contained herein, exist between Client and DESMAN.
16. Either party upon seven (7) days prior written notice may terminate this Agreement. In the event of termination without cause, DESMAN shall be compensated by the Client for (a) all services performed up to and including the termination date, (b) reimbursable expenses and; (c) termination expenses.
17. DESMAN's review associated with the Report shall be limited to the examination of the condition of the structure/s as defined by the scope of work, for the sole purpose of determining work required. This report shall be limited to an unaided visual examination and does not include destructive or non-destructive testing, non-invasive investigation techniques.
18. DESMAN's reports and/or documents defined by the scope of work shall not be construed to warrant or guarantee the structure/s and/or any of its components under any circumstances. DESMAN shall not be responsible for latent or hidden defects that may exist, nor shall it be inferred that all defects will have been either observed or recorded. The review and/or report(s) is intended solely to identify the general condition of the structure/s and the necessity for repairs. DESMAN's review and/or report(s) shall not constitute a detailed specification for repairs.

Department of Public Works Inspections Division

Permit Summary Count YTD Comparison

01/01/23 Thru 03/31/23

Report Date: 4/5/2023



Permit Type	Year Issued	Permit Count	Total Estimated Cost	Total Receipt Amount
<b>BUILDING</b>	2022	196	34,836,034	120,180.28
	2023	161	39,517,098	191,099.56
		<b>-17.86 %</b>	<b>13.44 %</b>	<b>59.01 %</b>
<b>DISPLAY SIGN</b>	2022	40	209,515	1,680.00
	2023	58	740,608	2,320.00
		<b>45.00 %</b>	<b>253.49 %</b>	<b>38.10 %</b>
<b>ELECTRICAL</b>	2022	198	3,855,473	40,243.78
	2023	150	2,939,677	27,657.29
		<b>-24.24 %</b>	<b>-23.75 %</b>	<b>-31.28 %</b>
<b>EROSION CNTL</b>	2022	11		1,110.00
	2023	6		750.00
		<b>-45.45 %</b>	<b>%</b>	<b>-32.43 %</b>
<b>HEATING</b>	2022	254	3,962,682	21,819.21
	2023	178	3,261,009	20,939.59
		<b>-29.92 %</b>	<b>-17.71 %</b>	<b>-4.03 %</b>
<b>PLAN REVIEW</b>	2022	26		7,715.00
	2023	38		14,485.00
		<b>46.15 %</b>	<b>%</b>	<b>87.75 %</b>
<b>PLUMBING</b>	2022	185	2,304,688	13,718.00
	2023	136	1,780,450	9,200.00
		<b>-26.49 %</b>	<b>-22.75 %</b>	<b>-32.93 %</b>
<b>SEWER</b>	2022	82	623,549	9,775.00
	2023	68	296,442	5,340.00
		<b>-17.07 %</b>	<b>-52.46 %</b>	<b>-45.37 %</b>
<b>WELL</b>	2022	1		40.00
		<b>%</b>	<b>%</b>	<b>%</b>

Department of Public Works Inspections Division

Permit Summary Count YTD Comparison

01/01/23 Thru 03/31/23

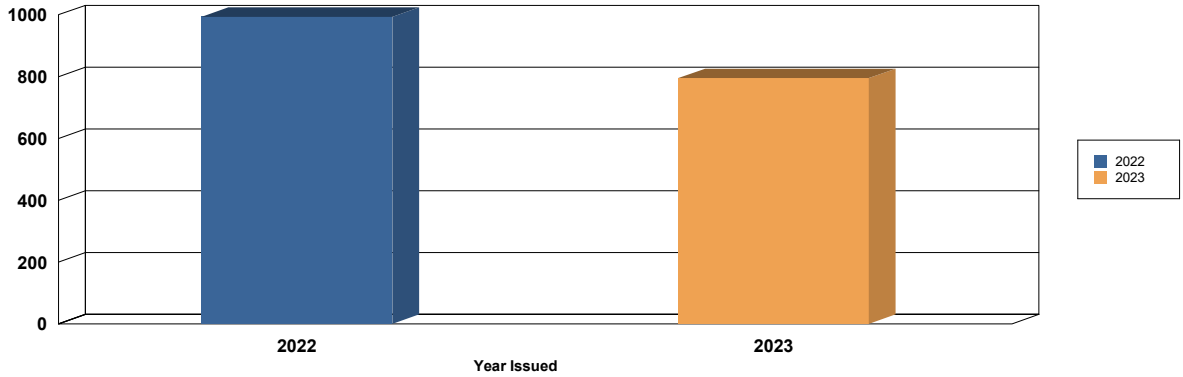
Report Date: 4/5/2023



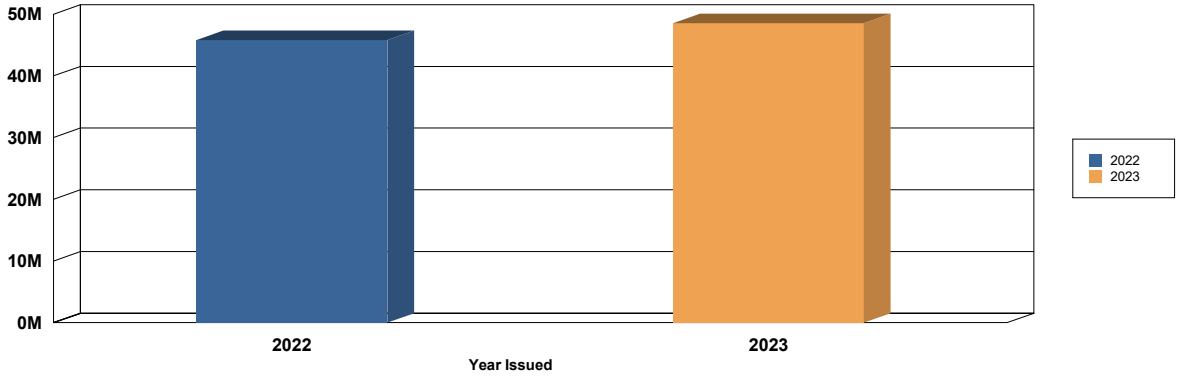
"...meeting community needs...enhancing quality of life."

	2022	2023
<b>Permits</b>	<b>993</b>	<b>795</b>
<b>Estimated Cost</b>	<b>45,791,941.00</b>	<b>48,535,284.00</b>
<b>Receipt Amount</b>	<b>216,281.27</b>	<b>271,791.44</b>

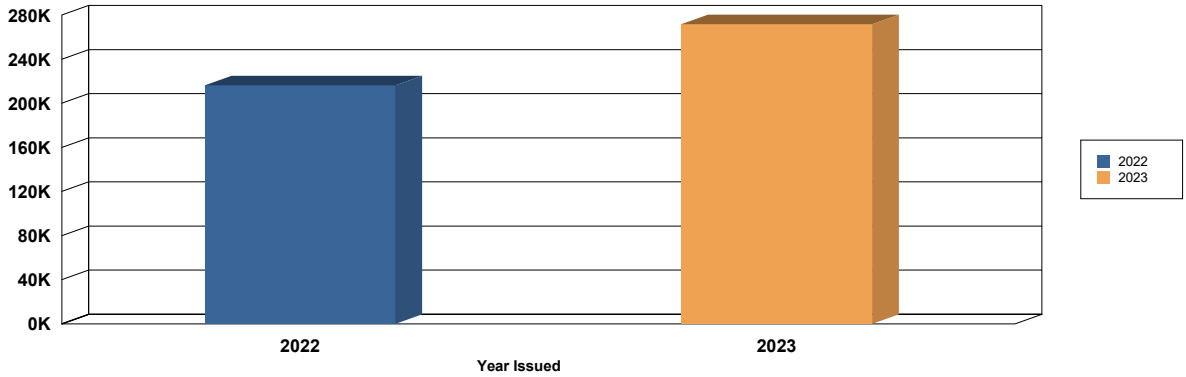
Number of Permits



Estimated Cost



Receipt Amount



**Parking Revenue** 25% of Year Completed

ORG	ACCOUNT DESCRIPTION	ACTUALS-2022	ORG BUD-2023	ACTUALS-2023	VARIANCE	%
<b>5110 Parking Administration</b>						
470500	General Interest	(33)	1,000	-	1,000	
471000	Interest on Investments	18,946	10,000	2,116	7,884	
471500	Gain/Loss on Investment	(1,570)	-	-	-	
471600	Unrealized Gains/Losses	(49,596)	-	-	-	
501000	Miscellaneous Revenue	1	1	1	-	
503500	Other Reimbursements	9,191	1,000	-	1,000	
592200	Transfer In - Special Revenue	1,200,000	-	-	-	
		<b>1,176,939</b>	<b>12,001</b>	<b>2,117</b>	<b>9,884</b>	<b>18%</b>
<b>5121 Meter Operations &amp; Maint</b>						
484100	Metered Parking	450,770	400,000	104,511	295,489	
484600	Parking Meter Hood Fees	77,433	25,000	18,285	6,715	
		<b>528,202</b>	<b>425,000</b>	<b>122,795</b>	<b>302,205</b>	<b>29%</b>
<b>5122 Lot Parking &amp; Maint</b>						
484100	Metered Parking	27,564	-	5,172	(5,172)	
		<b>27,564</b>	<b>-</b>	<b>5,172</b>	<b>(5,172)</b>	
<b>5123 Ramp Operation &amp; Maint</b>						
485000	Daily Entrance Fees	15,980	747,864	-	558,116	
485000	3404 Daily Entrance Fees-Red	337,889	-	93,196	-	
485000	3406 Daily Entrance Fees-Yellow	54,061	-	19,602	-	
485000	3408 Daily Entrance Fees-Green	234,270	-	76,950	-	
485200	Pass Sales	-	656,060	-	451,841	
485200	3404 Pass Sales-Red	210,126	-	48,034	-	
485200	3406 Pass Sales-Yellow	200,634	-	123,396	-	
485200	3408 Pass Sales-Green	162,426	-	32,789	-	
503000	Damage to City Property	2,655	-	-	-	
508500	Cash Short or Over	990	-	88	(88)	
		<b>1,219,031</b>	<b>1,403,924</b>	<b>394,055</b>	<b>1,009,869</b>	<b>28%</b>
<b>5130 Ordinance Enforcement</b>						
452000	Parking Violations	338,251	350,000	94,179	255,821	
503500	Other Reimbursements	400	600	-	600	
		<b>338,651</b>	<b>350,600</b>	<b>94,179</b>	<b>256,421</b>	<b>27%</b>
		<b>ACTUALS-2022</b>	<b>ORG BUD-2023</b>	<b>ACTUALS-2023</b>	<b>VARIANCE</b>	
	<b>Parking Revenues</b>	<b>\$ 3,290,387</b>	<b>\$ 2,191,525</b>	<b>\$ 618,319</b>	<b>\$ 1,573,206</b>	<b>28%</b>



# MEMORANDUM

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TO: Human Resources/IT Committee

FROM: Kara Homan, AICP, Director of Community & Economic Development  
Danielle Block, PE, Director of Public Works

DATE: March 31, 2023

RE: Proposed Table of Organization Changes – DPW and CED

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## **Background & Overview:**

The Department of Public Works (DPW) and the Community & Economic Development (CED) Department have undergone significant leadership transitions, most recently in CED with the promotion of David Kress to Deputy Director; and in DPW with the promotion of Pete Neuberger, PE to Deputy Director/City Engineer, pending the retirement of Ross Buetow, PE in early April. DPW and CED leadership felt it prudent to evaluate organizational structures within and between our departments with the following goals: alignment of related functional areas; enhanced customer experience; balancing of workload and supervisory oversight; and improved collaboration and coordination within and between departments. With this in mind, the following is being proposed (see attached proposed Tables of Organization):

*Realignment of Principal Planners within CED.* The three principal planners reporting structure will shift from the Director of CED to the Deputy Director. This will create a division focused on planning and development, and allow for better integration of policy and programming between the functional areas of long-range planning, GIS, community development, and economic development.

*Inspections Division moves from DPW to CED.* The Inspections Division reporting structure will be realigned from the Deputy Director of Public Works/City Engineer table of organization, to reporting directly to the Director of Community & Economic Development. This will allow for close integration with the short-range planning function and enhanced coordination and workflows through the life-cycle of development projects – from concept to planning, approval, permitting, inspection, and enforcement. This will still require significant coordination with DPW/Engineering, Health, and Fire, but will centralize one department (CED) as the coordinating/facilitating entity for all things related to private development / real property.

This organizational structure (aligning inspections/permitting with planning/development) is one that is used by mid-sized communities throughout the Fox Valley (e.g. Neenah,

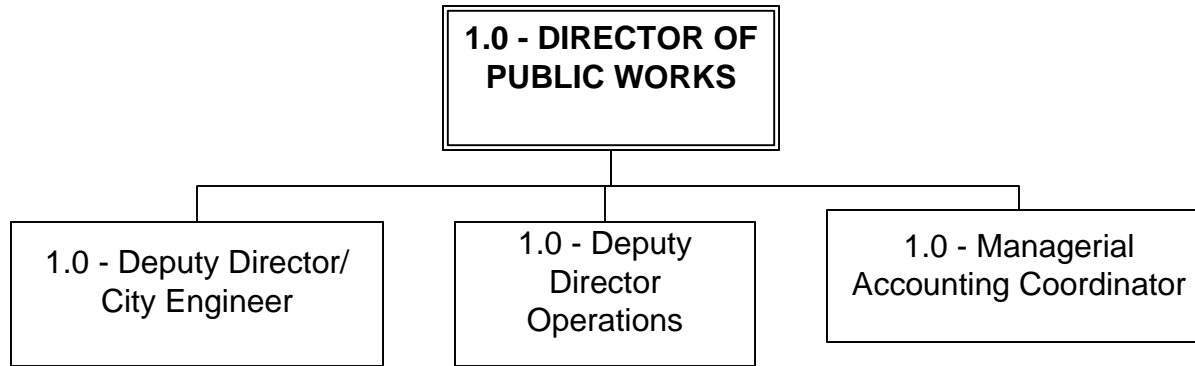
Menasha, Kaukauna, DePere, Green Bay, Oshkosh, Fond du Lac) and throughout the State (e.g. Eau Claire, Waukesha, Stevens Point, Marshfield, Sun Prairie, among others).

**Fiscal Impact:** This proposal is budget NEUTRAL.

**Staff Recommendation:**

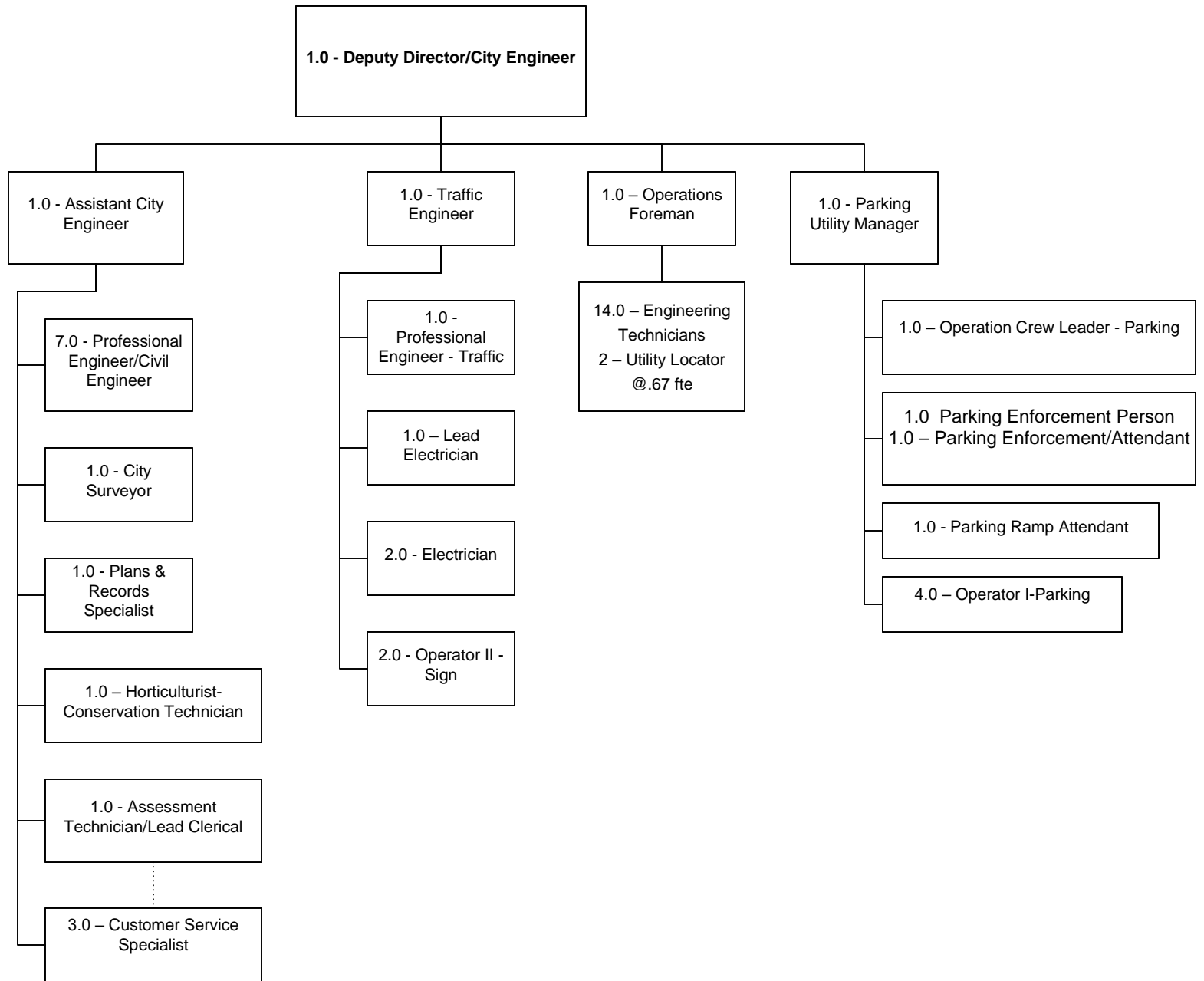
DPW and CED Directors recommend approval of the proposed reorganization of our respective tables of organization.

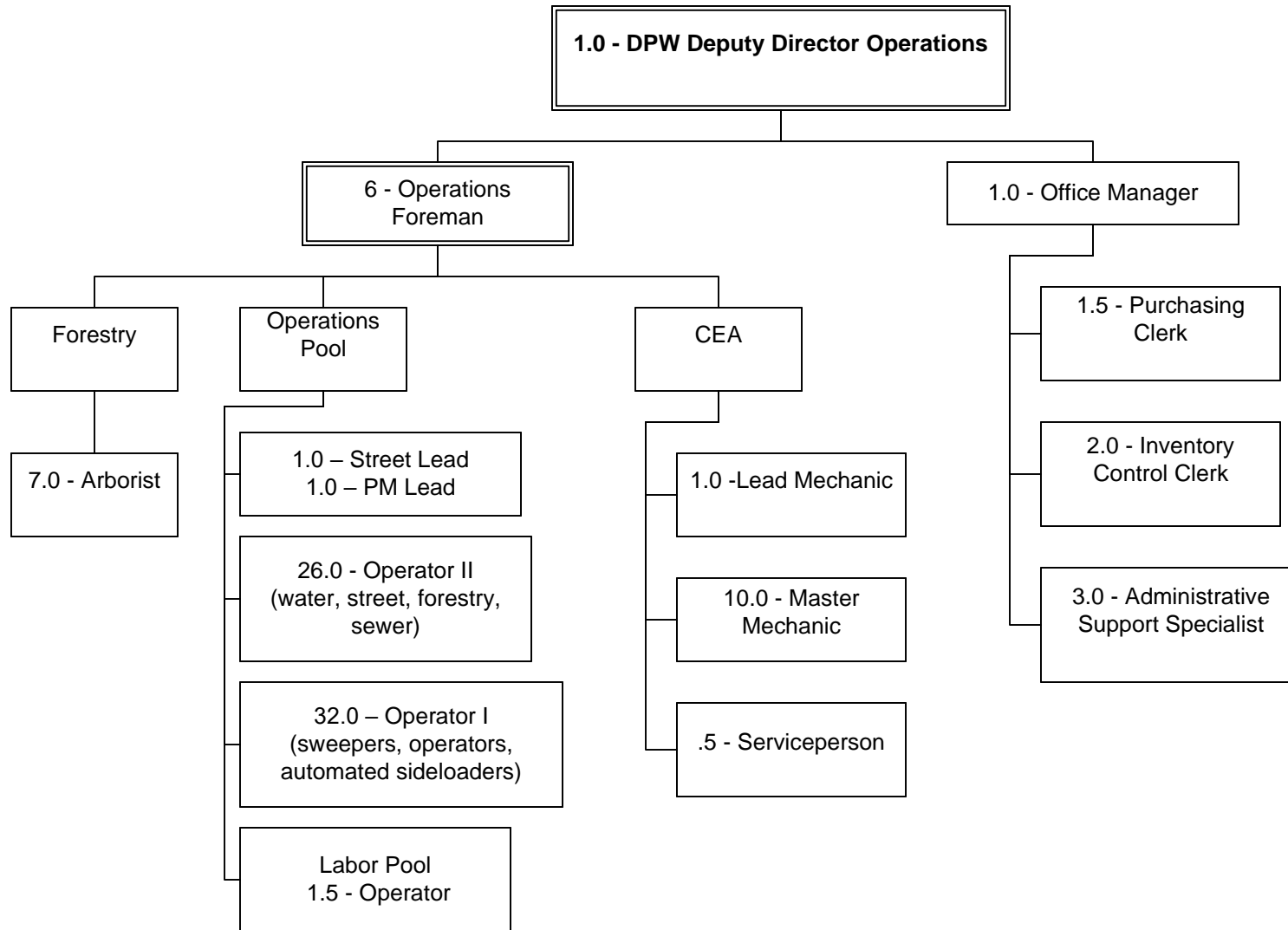
Attachments: DPW & CED Proposed Organizational Charts

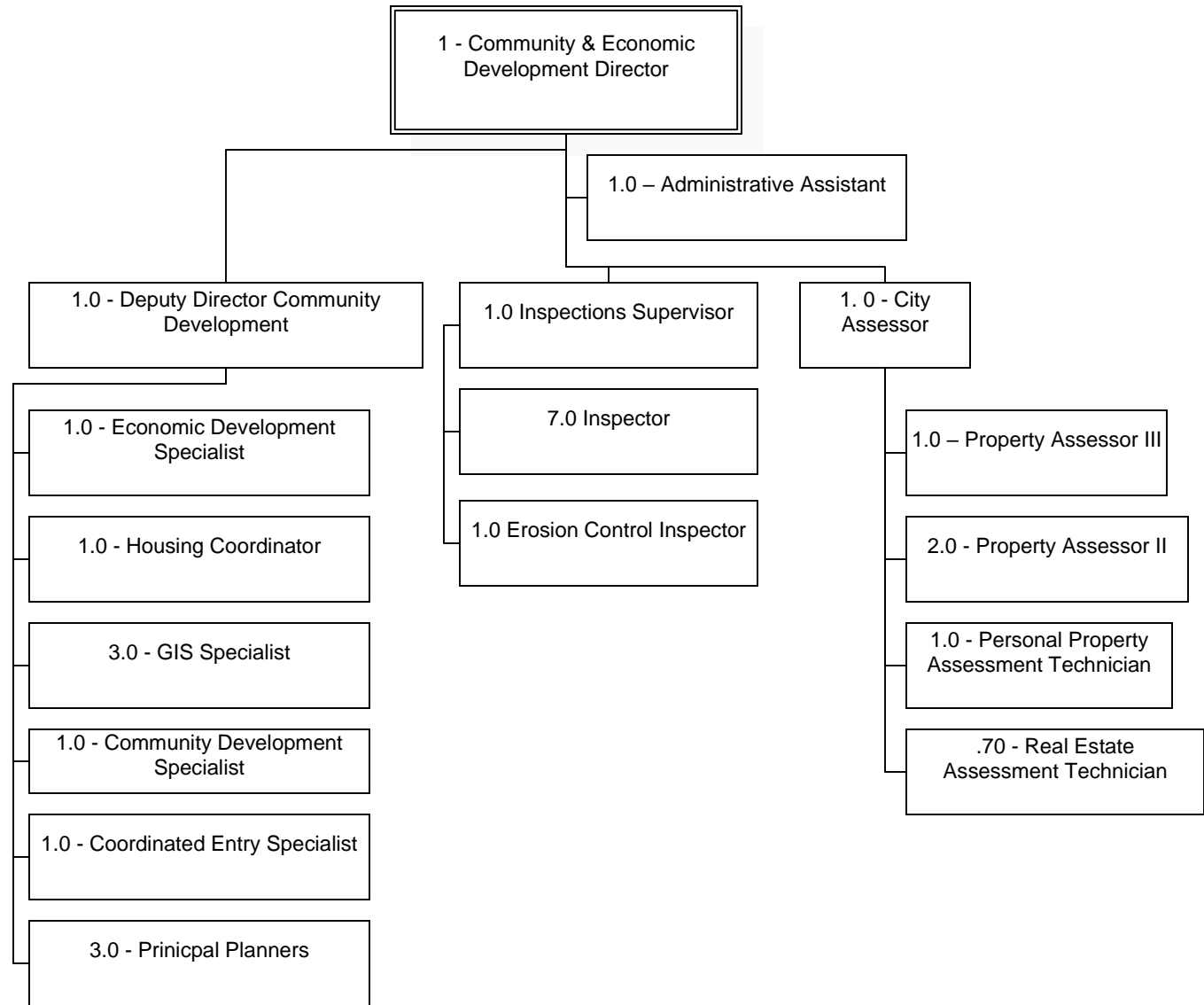


Approved 8-2-17









**DRAFT 3/27/2023**

RECEIVED

MAR 31 2023

OFFICE OF THE MAYOR

Mayor Jake Woodford  
100 N. Appleton St.  
Appleton, WI 54911

Dear Tree City USA Community Member,

On behalf of the Arbor Day Foundation, I'm thrilled to congratulate Appleton on earning recognition as a 2022 Tree City USA. Residents of Appleton should be proud to live in a community that makes the planting and care of trees a priority.

Founded in 1976, Tree City USA is a partnership between the Arbor Day Foundation, the U.S. Forest Service, and the National Association of State Foresters. Appleton is part of an incredible network of more than 3,600 Tree City USA communities nationwide, with a combined population of 155 million.

Over the last few years, the value and importance of trees has become increasingly clear. Cities and towns across the globe are facing issues with air quality, water resources, personal health and well-being, and energy use. Appleton has taken steps to create to a brighter, greener future.

We hope you are as excited as we are to share this accomplishment with your local media and your residents. Enclosed in this packet is a press release for you to distribute at your convenience.

We're excited to celebrate your commitment to the people and trees of Appleton. Thank you, again, for your efforts.

Best Regards,



Dan Lambe  
Arbor Day Foundation Chief Executive

FOR IMMEDIATE RELEASE

Contact:

Jasmine Putney

Arbor Day Foundation

402-216-9307

[jputney@arborday.org](mailto:jputney@arborday.org)

## Arbor Day Foundation Names Appleton a 2022 Tree City USA®

LINCOLN, Nebraska (3/22/2023) – Appleton was named a 2022 Tree City USA by the Arbor Day Foundation to honor its commitment to effective urban forest management.

Appleton achieved Tree City USA recognition by meeting the program's four requirements: maintaining a tree board or department, having a tree care ordinance, dedicating an annual community forestry budget of at least \$2 per capita, and hosting an Arbor Day observance and proclamation.

The Tree City USA program is sponsored by the Arbor Day Foundation, in partnership with the U.S. Forest Service and the National Association of State Foresters.

“Tree City USA communities see the positive effects of an urban forest firsthand,” said Dan Lambe, chief executive of the Arbor Day Foundation. “The trees being planted and cared for by Appleton are ensuring that generations to come will enjoy to a better quality of life. Additionally, participation in this program brings residents together and creates a sense of civic pride, whether it’s through volunteer engagement or public education.”

If ever there was a time for trees, now is that time. Communities worldwide are facing issues with air quality, water resources, personal health and well-being, energy use, and extreme heat and flooding. Appleton is doing its part to address these challenges for residents both now and in the future.

More information on the program is available at [arborday.org/TreeCityUSA](http://arborday.org/TreeCityUSA).

### **About the Arbor Day Foundation**

Founded in 1972, the Arbor Day Foundation has grown to become the largest nonprofit membership organization dedicated to planting trees, with more than one million members, supporters and valued partners. Since 1972, almost 500 million Arbor Day Foundation trees have been planted in neighborhoods, communities, cities and forests throughout the world. Our vision is to lead toward a world where trees are used to solve issues critical to survival.

As one of the world's largest operating conservation foundations, the Arbor Day Foundation, through its members, partners and programs, educates and engages stakeholders and communities across the globe to involve themselves in its mission of planting, nurturing and celebrating trees. More information is available at [arborday.org](http://arborday.org).