



City of Appleton

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

Meeting Agenda - Final Common Council

Wednesday, June 21, 2023

7:00 PM

Council Chambers

- A. CALL TO ORDER
- B. INVOCATION
- C. PLEDGE OF ALLEGIANCE TO THE FLAG
- D. ROLL CALL OF ALDERPERSONS
- E. ROLL CALL OF OFFICERS AND DEPARTMENT HEADS
- F. APPROVAL OF PREVIOUS COUNCIL MEETING MINUTES

[23-0686](#) Common Council Meeting Minutes of June 7, 2023

Attachments: [CC Minutes 6-7-23.pdf](#)

- G. BUSINESS PRESENTED BY THE MAYOR

[23-0728](#) Proclamations:
- Pollinator Week
- Make Music Day

- H. PUBLIC PARTICIPATION

- I. PUBLIC HEARINGS

[23-0621](#) Public Hearing for Rezoning #2-23 Future Providence Ave & Baldeagle Drive Annexation

Attachments: [RZ #2-23 Notice of Public Hearing.pdf](#)

- J. SPECIAL RESOLUTIONS

- K. ESTABLISH ORDER OF THE DAY

- L. COMMITTEE REPORTS

[23-0665](#) Approve parking ordinance change related to the College Avenue 4-to-3 Lane Conversion Project.

Attachments: [College Av 4-to-3 Lane Conversion \(CC-23\) Parking Change \(002\).pdf](#)

Legislative History

6/12/23 Municipal Services recommended for approval
Committee

[23-0666](#) Approve change to intersection traffic control at the Homestead Drive/Linwood Avenue intersection.

Attachments: [Homestead Dr - Linwood Av \(2-way stop control reversal\).pdf](#)

Legislative History

6/12/23 Municipal Services recommended for approval
Committee

2. MINUTES OF THE SAFETY AND LICENSING COMMITTEE

[23-0473](#) Temporary Class "B" Beer and Reserve "Class B" Liquor License Premise Amendment application for Trout Museum of Art, Christina Turner, Agent, to include Houdini Plaza, on August 25, 2023, contingent upon approval from the Community Development, Fire, Health and Inspections departments.

Attachments: [Trout Museum.pdf](#)

Legislative History

6/14/23 Safety and Licensing recommended for approval
Committee

[23-0610](#) Cigarette and Tobacco Products Retail License application for Appleton Liquor LLC, Heidi Guta, Applicant, located at 2727 N Meade St.

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

Legislative History

6/14/23 Safety and Licensing recommended for approval
Committee

[23-0611](#) Pet Store License Renewal application for Petco Animal Supplies Stores, Inc. d/b/a Petco #1656, located at 3829 E Calumet St, contingent upon approval from the Inspections department.

Attachments: [Petco #1656 S&L.pdf](#)

Legislative History

6/14/23 Safety and Licensing recommended for approval
Committee

[23-0612](#) Salvage Dealer's License Renewal application for Golper Supply Co, David Golper, Applicant, located at 1810 W Edgewood Dr, Grand Chute WI 54913, contingent upon approval from the Inspections department.

Attachments: [Golper Supply Co S&L.pdf](#)

Legislative History

6/14/23 Safety and Licensing recommended for approval
Committee

[23-0616](#) Class "B" Beer License application for United Sports Association for Youth d/b/a USA Sports Complex, Eric Gebhard, Agent, located at 3300 E Evergreen Dr, contingent upon approval from the Community Development and Inspections departments.

Attachments: [USA Sports Complex.pdf](#)

Legislative History

6/14/23 Safety and Licensing recommended for approval
Committee

[23-0617](#) Salvage Dealer License renewal application for Mach IV Motors LLC, Kara Tullberg, Applicant, located at 600 E Hancock St.

Attachments: [Mach IV Motors S&L.pdf](#)

Legislative History

6/14/23 Safety and Licensing recommended for approval
Committee

[23-0620](#) Additional 2023-2024 Alcohol License Renewal applications, contingent upon approval from all departments by 12:00 p.m. on June 30, 2023.

Attachments: [2023-24 Alcohol License Renewals-3rd set.pdf](#)

Legislative History

6/14/23 Safety and Licensing recommended for approval
Committee

[23-0637](#) 2023-2024 Cigarette and Tobacco Products Renewal application for Andrew Thornell d/b/a Marleys Smoke Shop, located at 530 W College Avenue.

Attachments: [Marleys Smoke Shop S&L.pdf](#)

Legislative History

6/14/23 Safety and Licensing recommended for approval
Committee

[23-0650](#) Class "B" Beer and "Class C" Wine application for Wild River Cafe LLC d/b/a Wild River Cafe, Randall Stadtmueller, Agent, located at 425 W Water St Suite 100, contingent upon approval from the Community Development, Finance, Health and Inspections departments.

Attachments: [Wild River Cafe.pdf](#)

Legislative History

6/14/23 Safety and Licensing Committee recommended for approval

[23-0651](#) Shared Equipment Agreement

Attachments: [Equipment Sharing Agreement.pdf](#)

Legislative History

6/14/23 Safety and Licensing Committee recommended for approval

[23-0652](#) Request Approval of the Agreement Between the City of Appleton and Wisconsin Emergency Management for Hazardous Materials Response for Northeast Wisconsin

Attachments: [North East Wisconsin Hazmat Response System Services Agreement 23-25.pdf](#)

Legislative History

6/14/23 Safety and Licensing Committee recommended for approval

3. MINUTES OF THE CITY PLAN COMMISSION

[23-0556](#) Request to approve Rezoning #2-23 to rezone the Future Providence Avenue and Baldeagle Drive (Right-of-Way) Annexation, formerly in the Town of Grand Chute, consisting of approximately 1.63 acres north of East Edgewood Drive, as shown on the attached maps, from Temporary AG Agricultural District to P-I Public Institutional District

Attachments: [StaffReport_FutureProvidenceandBaldeagleAnnex_Rezoning_For5-24-23.pdf](#)

Legislative History

5/24/23 City Plan Commission recommended for approval
Proceeds to Council on June 21, 2023.

[23-0629](#) Request to approve Special Use Permit #6-23 to expand the existing microbrewery/brewpub operations by occupying the 3rd floor of the building for event space with alcohol sales and consumption located at 1004 S. Olde Oneida Street (Tax Id #31-4-0323-01), as shown on the attached maps and per attached operational plans, to run with the land subject to the conditions in the attached staff report and approve attached Resolution (2/3 vote of Common Council required for approval)

Attachments: [StaffReport_1004SOldeOneidaSt_SUP_For6-14-23.pdf](#)

Legislative History

6/14/23 City Plan Commission recommended for approval

[23-0631](#) Request to approve Special Use Permit #7-23 to expand the existing tavern with a proposed outdoor patio with alcohol sales and consumption located at 336 W. Wisconsin Avenue (Tax Id #31-6-0599-00) and 1312 N. Division Street (Tax Id #31-6-0598-00), as shown on the attached maps and per attached plan of operation, to run with the land subject to the conditions in the attached staff report and approve attached Resolution (2/3 vote of Common Council required for approval)

Attachments: [StaffReport_336WWisconsinAv_SUP_For6-14-23.pdf](#)

Legislative History

6/14/23 City Plan Commission recommended for approval

4. MINUTES OF THE PARKS AND RECREATION COMMITTEE

[23-0662](#) Resolution #5-R-23, Joining the Wisconsin Local Government Climate Coalition

Attachments: [#5-R-23 WLGCC Resolution.pdf](#)

[#5-R-23 WLGCC Resolution - AMENDED.pdf](#)

Legislative History

6/12/23 Parks and Recreation Committee amended

Amend to strike all Whereas clauses after the third Whereas clause. Amendment failed 2/2

6/12/23 Parks and Recreation Committee recommended for approval

6/12/23 Parks and Recreation Committee amended

Amended to strike all Whereas clauses except the third clause, and to strike "in their efforts" from the Now Therefore clause.

5. MINUTES OF THE FINANCE COMMITTEE

[23-0726](#) Request to approve Bid Packages and project related expenses into the Guaranteed Maximum Price Amendment to the Boldt Company for the Library Construction Project for a contract not to exceed \$30,928,427.

Attachments: [2023 Library Bid Guaranteed Maximum Price Approval 6.16.23.pdf](#)

[23-0727](#) Request to approve increase of contract to Skidmore, Owings & Merrill (SOM) from \$2,892,633 to \$4,272,451.

Attachments: [2023 Architectural Contract 6.16.23.pdf](#)

[23-0679](#)

Request to approve Change Order #2 to the 2022 Telulah Pavilion Repairs Project to RJM Construction LLC. in the amount of \$14,147, increasing the contract from \$61,050 to \$75,197, along with the following budget amendment:

2023 Parks Hardscape Repairs Project	- \$15,000
2022 Telulah Pavilion Repairs Project	+ \$15,000

To adjust for the increased cost of the project (2/3 vote of Council required)

Attachments: [Telulah Pavilion Renovation project Change Order and budget adjustment.pdf](#)

Legislative History

6/12/23 Finance Committee recommended for approval

[23-0680](#)

Request to award AWTF Compressed Air System Improvements Project Base Bid to Rhode Brothers, Inc. in the amount of \$177,700 with a 10% contingency of \$17,770 for a project total not to exceed \$195,470, along with the following budget amendment:

Lake Station Intake Consulting Project	- \$50,000
AWTF Compressed Air System Improvements Project	+ \$50,000

To adjust for the increased cost of the project (2/3 vote of Council required)

Attachments: [230608 Finance Memo Compressed Air Improvements Bi Award Rhode 1.pdf](#)

Legislative History

6/12/23 Finance Committee recommended for approval

[23-0681](#)

Request to approve Change Order #3 to Miron Construction contract as part of the AWWTP Sludge Storage Building Addition Construction Project totaling \$50,910 resulting in a decrease in contingency from \$741,241 to \$690,331.

Attachments: [SSB Addition Miron Change Orders No3.pdf](#)

Legislative History

6/12/23 Finance Committee recommended for approval

6. MINUTES OF THE COMMUNITY AND ECONOMIC DEVELOPMENT COMMITTEE

[23-0626](#)

Request to approve the 2022 Consolidated Annual Performance and Evaluation Report (CAPER) for the Community Development Block Grant (CDBG) Program

Attachments: [CAPER memo to CEDC 6-14-23.pdf](#)

[2022 CDBG CAPER Draft for Public Comment.pdf](#)

Legislative History

9. MINUTES OF THE FOX CITIES TRANSIT COMMISSION**10. MINUTES OF THE BOARD OF HEALTH****M. CONSOLIDATED ACTION ITEMS****N. ITEMS HELD****O. ORDINANCES**

[23-0685](#) Ordinance #19-23

Attachments: [Ordinances to Council 6-21-23.pdf](#)

Q. RESOLUTIONS SUBMITTED BY ALDERPERSONS REFERRED TO COMMITTEES OF JURISDICTION**R. OTHER COUNCIL BUSINESS****S. ADJOURN**

Kami Lynch, City Clerk

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

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

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



City of Appleton

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

Meeting Minutes - Final Common Council

Wednesday, June 7, 2023

7:00 PM

Council Chambers

A. CALL TO ORDER

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

B. INVOCATION

The Invocation was offered by Alderperson Meltzer.

C. PLEDGE OF ALLEGIANCE TO THE FLAG

D. ROLL CALL OF ALDERPERSONS

Alderperson Schultz appeared virtually.

Present: 15 - Alderperson William Siebers, Alderperson Vered Meltzer, Alderperson Brad Firkus, Alderperson Israel Del Toro, Alderperson Katie Van Zeeland, Alderperson Denise Fenton, Alderperson Patrick Hayden, Alderperson Joss Thyssen, Alderperson Alex Schultz, Alderperson Vaya Jones, Alderperson Nate Wolff, Alderperson Sheri Hartzheim, Alderperson Christopher Croatt, Alderperson Chad Doran and Mayor Jake Woodford

Excused: 1 - Alderperson Kristin Alfheim

E. ROLL CALL OF OFFICERS AND DEPARTMENT HEADS

All Departments were represented.

F. APPROVAL OF PREVIOUS COUNCIL MEETING MINUTES

[23-0605](#)

Common Council Meeting Minutes of May 17, 2023

Attachments: [CC Minutes 5-17-23.pdf](#)

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

Aye: 14 - Alderperson William Siebers, Alderperson Vered Meltzer, Alderperson Brad Firkus, Alderperson Israel Del Toro, Alderperson Katie Van Zeeland, Alderperson Denise Fenton, Alderperson Patrick Hayden, Alderperson Joss Thyssen, Alderperson Alex Schultz, Alderperson Vaya Jones, Alderperson Nate Wolff, Alderperson Sheri Hartzheim, Alderperson Christopher Croatt and Alderperson Chad Doran

Excused: 1 - Alderperson Kristin Alfheim

Abstained: 1 - Mayor Jake Woodford

G. BUSINESS PRESENTED BY THE MAYOR

[23-0622](#) Introduction of Andy Anaam, Communications & Public Engagement Manager

[23-0636](#) Library Bid Opening Process

[23-0623](#) Proclamations:
- Pride Month
- CPR AED Awareness
- Juneteenth Celebrations
- Gun Violence Awareness Day
- Refugee Day

Attachments: [Pride Month Proclamation.pdf](#)
[CPR AED Awareness Week Proclamation.pdf](#)
[Juneteenth Celebration Day Proclamation.pdf](#)
[Gun Violence Awareness Day Proclamation.pdf](#)
[Refugee Day Proclamation.pdf](#)

H. PUBLIC PARTICIPATION

*The following spoke regarding Item 23-0561 Development Agreement with Fox Commons Properties, LLC:
Lee Vogel, representing Mosaic Family Health at 229 S Morrison Street
Ronna Swift, 230 W Seymour Street*

I. PUBLIC HEARINGS

J. SPECIAL RESOLUTIONS

K. ESTABLISH ORDER OF THE DAY

[23-0588](#)

Request from JoAnn Fidika at 1619 E. Pauline Street for a Terrace Occupancy Permit to keep an existing 3' fence in the street terrace along N. Wilmer Avenue.

Attachments: [2023.05.16_1619 Pauline Terrace Occupancy Permit.pdf](#)

Alderson Meltzer moved, seconded by Alderson Thyssen, that the Street Occupancy Permit request be approved. Roll Call. Motion carried by the following vote:

Aye: 14 - Alderson William Siebers, Alderson Vered Meltzer, Alderson Brad Firkus, Alderson Israel Del Toro, Alderson Katie Van Zeeland, Alderson Denise Fenton, Alderson Patrick Hayden, Alderson Joss Thyssen, Alderson Alex Schultz, Alderson Vaya Jones, Alderson Nate Wolff, Alderson Sheri Hartzheim, Alderson Christopher Croatt and Alderson Chad Doran

Excused: 1 - Alderson Kristin Alfheim

Abstained: 1 - Mayor Jake Woodford

[23-0561](#)

Request to approve the Development Agreement with Fox Commons Properties, LLC for improvements and redevelopment of the property located at 10 E. College Avenue (Tax Id #31-2-0290-01) in Tax Increment Financing District No. 11

Attachments: [FoxCommons_MemoToCEDC_05242023_Final.pdf](#)
[0747 - FOX COMMONS DEVELOPMENT AGREEMENT - 05-23-2023 - edit shown.pdf](#)
[Fox Commons Press Release \(06.05.2023\) FINAL-dist.pdf](#)
[Fox Commons FAQ Document.pdf](#)

Alderson Fenton moved, seconded by Alderson Croatt, that the Development Agreement be approved. Roll Call. Motion carried by the following vote:

Aye: 14 - Alderson William Siebers, Alderson Vered Meltzer, Alderson Brad Firkus, Alderson Israel Del Toro, Alderson Katie Van Zeeland, Alderson Denise Fenton, Alderson Patrick Hayden, Alderson Joss Thyssen, Alderson Alex Schultz, Alderson Vaya Jones, Alderson Nate Wolff, Alderson Sheri Hartzheim, Alderson Christopher Croatt and Alderson Chad Doran

Excused: 1 - Alderson Kristin Alfheim

Abstained: 1 - Mayor Jake Woodford

[23-0596](#)

Special Event Application Denial Appeals - Smoshfest

Attachments: [Smosh Fest Denial Recommendation Letter 05.18.23.pdf](#)
[Smosh Fest Application.pdf](#)

Aldersperson Hartzheim moved, seconded by Aldersperson Van Zeeland, that the denial of the Special Event be approved. Roll Call. Motion carried by the following vote:

Aye: 14 - Aldersperson William Siebers, Aldersperson Vered Meltzer, Aldersperson Brad Firkus, Aldersperson Israel Del Toro, Aldersperson Katie Van Zeeland, Aldersperson Denise Fenton, Aldersperson Patrick Hayden, Aldersperson Joss Thyssen, Aldersperson Alex Schultz, Aldersperson Vaya Jones, Aldersperson Nate Wolff, Aldersperson Sheri Hartzheim, Aldersperson Christopher Croatt and Aldersperson Chad Doran

Excused: 1 - Aldersperson Kristin Alfheim

Abstained: 1 - Mayor Jake Woodford

L. COMMITTEE REPORTS

Balance of the action items on the agenda.

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

Aye: 14 - Aldersperson William Siebers, Aldersperson Vered Meltzer, Aldersperson Brad Firkus, Aldersperson Israel Del Toro, Aldersperson Katie Van Zeeland, Aldersperson Denise Fenton, Aldersperson Patrick Hayden, Aldersperson Joss Thyssen, Aldersperson Alex Schultz, Aldersperson Vaya Jones, Aldersperson Nate Wolff, Aldersperson Sheri Hartzheim, Aldersperson Christopher Croatt and Aldersperson Chad Doran

Excused: 1 - Aldersperson Kristin Alfheim

Abstained: 1 - Mayor Jake Woodford

1. MINUTES OF THE MUNICIPAL SERVICES COMMITTEE

[23-0586](#)

Approve the three-party engineering design services contract between the City of Appleton, Wisconsin DOT and Ayres Associates Inc. for the design of Lawe Street (College Avenue to Wisconsin Ave). Compensation for authorized services for this contract shall not exceed \$439,934.38 with the WisDOT responsible for \$339,441 and the City responsible for \$100,493.38. Funding cap determined by the previously approved State/Municipal Agreement for a State-LET Urbanized Area STP-Urban Program Project.

Attachments: [Three Party Design Engineering Services Contract COA WisDOT Ayres 49842474-1400045926-2.pdf](#)

This Report Action Item was approved.

[23-0587](#)

Approve the Local Highway Bridge Inspection Agreement between Outagamie County and City of Appleton to delineate local bridges that are the responsibility of the City to inspection in order to comply with the National Bridge Inspection Standards, Code of Federal Regulations Title 23, Part 650, Subpart C.

Attachments: [Local Bridge Inspection Agreement - City of Appleton.pdf](#)

This Report Action Item was approved.

[23-0589](#)

Request from Mud & Prints for a Street Occupancy Permit to place overhead Edison lights above the sidewalk and beautification strip at 311 E. College Avenue.

Attachments: [2023.05.17 MudandPrints Permit to Occupy.pdf](#)

This Report Action Item was approved.

[23-0590](#)

Request from Appleton Downtown Inc. for a street occupancy permit to host a Sidewalk Sale every third Friday from June to August 2023 (June 16, July 21, August 18, 2023) on the College Avenue beautification strip from 900 W. College Avenue to 300 E. College Avenue.

Attachments: [ADI Ltr to City re Permit to Occupy Downtown Creates Sidewalk Sale 5.18.23.pdf](#)

This Report Action Item was approved.

[23-0592](#)

Request from Appleton Downtown Inc. for a street occupancy permit to host a Sidewalk Sale on Friday, August 4, Saturday August 5 and Sunday August 6, 2023 from 10:00 am to 6:00 pm (during Mile of Music) on the College Avenue beautification strip from 900 W. College Avenue to 300 E. College Avenue.

Attachments: [ADI Ltr to City re Permit to Occupy MOM Sidewalk Sales 5.18.23.pdf](#)

This Report Action Item was approved.

[23-0593](#)

Request from KJL Properties for a permanent street occupancy permit to allow trucks and trailers to occupy the western end of W. Reeve Street during loading and unloading for 1843 W. Reeve Street.

Attachments: [2023.05.18_1843 W Reeve Street Permanent Street Occupancy Permit.pdf](#)

This Report Action Item was approved.

2. MINUTES OF THE SAFETY AND LICENSING COMMITTEE

[23-0519](#)

Class "B" Beer and "Class B" Liquor License Change of Agent application for RH Events LLC d/b/a Poplar Hall, Nicole Burleson, New Agent, located at 141 S Riverheath Way.

Attachments: [Nicole Burleson S&L.pdf](#)

This Report Action Item was approved.

[23-0522](#)

Pet Store License Renewal application for Fish Cave LLC, Ton Vang, Applicant, located at 2110 S Memorial Dr, contingent upon approval from the Inspections department.

Attachments: [Fish Cave S&L.pdf](#)

This Report Action Item was approved.

[23-0541](#)

Pet Store License Renewal application for HSA Corporation d/b/a Pet Supplies Plus, Angela DeHaan, Applicant, located at 702 W Northland Ave, contingent upon approval from the Inspections department.

Attachments: [Pet Supplies Plus S&L.pdf](#)

This Report Action Item was approved.

[23-0548](#)

Pet Store License Renewal application for Just Pets, Craig Weborg, Applicant, located at 2009 N Richmond St, contingent upon approval from the Fire and Inspections departments.

Attachments: [Just Pets S&L.pdf](#)

This Report Action Item was approved.

[23-0549](#)

Class "B" Beer and "Class B" Liquor Temporary Premise Amendment application for S C Carrow Corp d/b/a Rookies Sports Bar & Grill, Steven Carrow, Agent, located at 325 N. Appleton St, on August 3-5, 2023, for Mile of Music, contingent upon approval from the Community Development, Health and Inspections departments.

Attachments: [Rookies Sports Bar S&L.pdf](#)

This Report Action Item was approved.

[23-0565](#)

Additional 2023-2024 Alcohol License Renewal applications, contingent upon approval from all departments by 12:00 p.m. on June 30, 2023.

Attachments: [2023-24 Alcohol License Renewals-2nd set.pdf](#)

This Report Action Item was approved.

[23-0598](#)

Additional 2023-2024 Cigarette and Tobacco Products License Renewals

Attachments: [2023-2024 Additional Cigarette Renewals.pdf](#)

This Report Action Item was approved.

[23-0606](#)

2023-2024 Mechanical Amusement Device License renewals, contingent upon approval from all departments by 12:00 p.m. on June 30, 2023.

Attachments: [Amusement Device renewals 2023-24.pdf](#)

This Report Action Item was approved.

3. MINUTES OF THE CITY PLAN COMMISSION

[23-0552](#)

Request to approve Special Use Permit #4-23 for an indoor commercial entertainment use (axe throwing) with alcohol sales and consumption located at 2701 North Oneida Street (Tax Id #31-6-7651-00), as shown on the attached maps and per attached plan of operation, to run with the land subject to the conditions in the attached staff report and approve attached Resolution (2/3 vote of Common Council required for approval)

Attachments: [StaffReport_2701NOneidaSt_SUP_For5-24-23.pdf](#)

This Report Action Item was approved.

[23-0554](#)

Request to approve Special Use Permit #5-23 for a bar and grill with alcohol sales and consumption use located at 2811 East Newberry Street (Tax Id #31-4-5747-00), as shown on the attached maps and per attached plan of operation, to run with the land subject to the conditions in the attached staff report and approve attached Resolution (2/3 vote of Common Council required for approval)

Attachments: [StaffReport_2811ENewberrySt_SUP_For5-24-23.pdf](#)

This Report Action Item was approved.

[23-0557](#)

Request to approve The Villas at Meade Pond Final Plat as shown on the attached maps and subject to the conditions in the attached staff report

Attachments: [StaffReport_VillasatMeadePond_FinalPlat_For5-24-23.pdf](#)

This Report Action Item was approved.

4. MINUTES OF THE PARKS AND RECREATION COMMITTEE

5. MINUTES OF THE FINANCE COMMITTEE

[23-0563](#)

Request to approve the following 2023 Budget Amendment:

Hazardous Materials Fund

Vehicles	+ \$22,040
Fund Balance Applied	+ \$22,040

Central Equipment Agency Fund

Sale of City Property	+ \$22,040
Trans Out - Capital Projects	+ \$22,040

to record Hazardous Materials Fund purchase of vehicle from CEA (2/3 vote of Council required)

Attachments: [2023 HazMat Vehicle.pdf](#)

This Report Action Item was approved.

[23-0567](#)

Request to award the City of Appleton's 2023 Masonry Repairs Project contract to Masonry Restoration, Inc. in the amount of \$162,675 with a contingency of \$15,000 for a project total not to exceed \$177,675.

Attachments: [2023 AWWTP Masonry Repairs Project.pdf](#)

This Report Action Item was approved.

[23-0603](#)

Request to approve cash advance from Stormwater Utility Fund to Wastewater Utility Fund in an amount not to exceed \$3,000,000 to replace issuance of long term revenue bonds in 2023.

Attachments: [2023 Short Term Funding.pdf](#)

This Report Action Item was approved.

6. MINUTES OF THE COMMUNITY AND ECONOMIC DEVELOPMENT COMMITTEE

[23-0638](#)

Request to release the historic Development Agreement dated June 1, 1985 contingent on approval of the proposed new Development Agreement with Fox Commons Properties, LLC for the property located at 10 E. College Avenue (Tax Id #31-2-0290-01) in Tax Increment Financing District No. 11 (Associated with Action Item #23-0561)

Attachments: [FoxCommons_RequestReleaseofHistoricDevelopAgreement_MemotoCEDC6-5-23.pdf](#)
[Release of Development Agreement \(MBF 6.5.23\) - 35110934.1.pdf](#)
[Exception 10a - Development Agreement \(003\).pdf](#)
[Fox Commons FAQ Document.pdf](#)

This Report Action Item was approved.

7. MINUTES OF THE UTILITIES COMMITTEE

8. MINUTES OF THE HUMAN RESOURCES & INFORMATION TECHNOLOGY COMMITTEE

[23-0569](#)

Request to Approve changes to address wage compression for Police Lieutenant and Captains using their hourly base rate vs. top Senior Sergeant rate and to add compensation for transports, time in court, and criminal guard duty.

Attachments: [Salary Administration Policy 2023 SB.pdf](#)

This Report Action Item was approved.

9. MINUTES OF THE FOX CITIES TRANSIT COMMISSION

[23-0581](#)

Authorization to enter into a second option year with Lamers Bus Lines Inc. to provide the Downtown Appleton Trolley Services

Attachments: [Recommendation memo for Downtown Trolley Service.pdf](#)

This Report Action Item was approved.

10. MINUTES OF THE BOARD OF HEALTH

M. CONSOLIDATED ACTION ITEMS

N. ITEMS HELD

O. ORDINANCES

P. LICENSE APPLICATIONS AND COMMUNICATIONS REFERRED TO COMMITTEES OF JURISDICTION

Q. RESOLUTIONS SUBMITTED BY ALDERPERSONS REFERRED TO COMMITTEES OF JURISDICTION

[23-0662](#)

Resolution #5-R-23, Joining the Wisconsin Local Government Climate Coalition

Attachments: [#5-R-23 WLGCC Resolution.pdf](#)[23-0664](#)

Resolution #6-R-23, Addition of Bird Safe Glass requirements to Appleton Municipal Code

Attachments: [#6-R-23 Bird Safe Glass Resolution-Final.pdf](#)

R. OTHER COUNCIL BUSINESS

S. ADJOURN

Alderson Fenton moved, seconded by Alderson Van Zeeland, that the meeting be adjourned at 7:40 p.m. Roll Call. Motion carried by the following vote:

Aye: 14 - Alderson William Siebers, Alderson Vered Meltzer, Alderson Brad Firkus, Alderson Israel Del Toro, Alderson Katie Van Zeeland, Alderson Denise Fenton, Alderson Patrick Hayden, Alderson Joss Thyssen, Alderson Alex Schultz, Alderson Vaya Jones, Alderson Nate Wolff, Alderson Sheri Hartzheim, Alderson Christopher Croatt and Alderson Chad Doran

Excused: 1 - Alderson Kristin Alfheim

Abstained: 1 - Mayor Jake Woodford

Kami Lynch, City Clerk

NOTICE OF PUBLIC HEARING

#2-23

RE: Proposed Zone Change

A public hearing will be held in the Council Chambers, City Hall, Appleton, Wisconsin, on Wednesday, June 21, 2023, at 7:00 P.M., or as soon thereafter as can be heard, to consider the following proposed zone change:

Rezoning #2-23: A rezoning request has been initiated by the City Plan Commission, in the matter of amending Chapter Twenty-three (Zoning Ordinance) of the Municipal Code of the City of Appleton, for the following-described real estate, which was zoned temporary AG Agricultural District following annexation. Pursuant to Sections 23-65(d)(1) and 23-65(e) of the Municipal Code, the City Plan Commission proposes to rezone the property to a zoning classification of P-I Public Institutional District. The P-I District is intended to provide for public and institutional uses (public roads/infrastructure) and buildings utilized by the community and to provide open space standards where necessary for the protection of adjacent residential properties.

Purpose of the Request: To assign a zoning classification following the “Future Providence Avenue and Baldeagle Drive (Right-of-Way) Annexation” and facilitate future construction of streets officially mapped as Providence Avenue and Baldeagle Drive and associated stormwater management features.

Legal Description:

Pond

PARCEL: 101158298

Owner: City of Appleton

A part of the East 80 Rods of the South 45 Acres of the Fractional Southwest $\frac{1}{4}$ of Section 6, Township 21 North, Range 18 East, City of Appleton, Outagamie County, Wisconsin, containing 33,825 Square Feet (0.7765 Acres) of land and being further described as follows:

Commencing at the South $\frac{1}{4}$ corner of said Section 6;

Thence South 89°44'38" West 1059.68 feet along the South line of the Fractional SW $\frac{1}{4}$ of said Section 6;

Thence North 00°15'22" West 544.45 feet to point number 185 of Transportation Project Plat No: 0000-0G-17-4.02 recorded as document number 2070341 of the Outagamie County Register of Deeds Office;

Thence North 54°21'43" East 127.60 feet;

Thence North 56°36'28" East 300.625 feet;

Thence Northeasterly 157.26 feet along the arc of curve to the left having a radius of 1,035.00 feet and the chord of which bears North 52°15'18" East 157.10 feet to the point of beginning;

Thence continue Northeasterly 263.34 feet along the arc of a curve to the left having a radius of 1035.00 feet and the chord of which bears North 40°36'48" East 262.63 feet;

Thence South 56°40'32" East 120.00 feet;

Thence South 35°39'52" West 175.42 feet;

Thence South 47°54'08" West 119.28 feet;

Thence North 42°05'52" West 120.00 feet to the point of beginning.

Baldeagle right of way

PARCEL: Part of 101157000

Owner: City of Appleton

A part of the Northeast $\frac{1}{4}$ of the Fractional Southwest $\frac{1}{4}$ of Section 6, Township 21 North, Range

18 East, City of Appleton, Outagamie County, Wisconsin, containing 9,882 Square Feet (0.2269 Acres) of land and being further described as follows:

Commencing at the South $\frac{1}{4}$ corner of said Section 6;

Thence South $89^{\circ}44'38''$ West 1059.68 feet along the South line of the Fractional SW $\frac{1}{4}$ of said Section 6;

Thence North $00^{\circ}15'22''$ West 544.45 feet to point number 185 of Transportation Project Plat No: 0000-0G-17-4.02 recorded as document number 2070341 of the Outagamie County Register of Deeds Office;

Thence North $33^{\circ}23'32''$ West 80.00 feet;

Thence North $58^{\circ}51'13''$ East 127.60 feet;

Thence North $56^{\circ}36'28''$ East 300.63 feet;

Thence Northeasterly 1130.48 feet along the arc of curve to the left having a radius of 965.00 feet and the chord of which bears North $23^{\circ}02'50''$ East 1066.94 feet to the point of beginning;

Thence South $77^{\circ}06'07''$ West 145.09 feet to the Southeast end of Baldeagle Drive according to Apple Ridge 2;

Thence North $03^{\circ}30'35''$ West 0.06 feet coincident with the East line of Apple Ridge 2;

Thence North $05^{\circ}31'46''$ West 70.52 feet coincident with the East line of Apple Ridge 2 to the Northeast end of Baldeagle Drive;

Thence North $77^{\circ}06'07''$ East 136.41 feet;

Thence Southerly 70.02 feet along the arc of a curve to the right having a radius of 965.00 feet and the chord of which bears South $12^{\circ}35'31''$ East 70.00 feet to the point of beginning.

Providence right of way

PARCEL: Part of 101157000

Owner: City of Appleton

A part of the Northeast $\frac{1}{4}$ of the Fractional Southwest $\frac{1}{4}$ of Section 6, Township 21 North, Range 18 East, City of Appleton, Outagamie County, Wisconsin, containing 27,293 Square Feet (0.6266 Acres) of land and being further described as follows:

Commencing at the South $\frac{1}{4}$ corner of said Section 6;

Thence South $89^{\circ}44'38''$ West 1059.68 feet along the South line of the Fractional SW $\frac{1}{4}$ of said Section 6;

Thence North $00^{\circ}15'22''$ West 544.45 feet to point number 185 of Transportation Project Plat No: 0000-0G-17-4.02 recorded as document number 2070341 of the Outagamie County Register of Deeds Office;

Thence North $54^{\circ}21'43''$ East 127.60 feet;

Thence North $56^{\circ}36'28''$ East 300.63 feet;

Thence Northerly 1429.04 feet along the arc of a curve to the left having a radius of 1,035.00 feet and the chord of which bears North $17^{\circ}03'12''$ East 1318.20 feet;

Thence Northerly 373.38 feet along the arc of a curve to the right having a radius of 965.00 feet and the chord of which bears North $11^{\circ}25'01''$ West 371.05 feet to the point of beginning;

Thence continue Northerly 7.83 feet along the arc of a curve to the right having a radius of 965.00 feet and the chord of which bears North $00^{\circ}05'59''$ West 7.83 feet;

Thence North $00^{\circ}07'58''$ East 58.17 feet;

Thence South $89^{\circ}27'33''$ East 413.71 feet to the East line of the Fractional Southwest $\frac{1}{4}$ of said Section 6;

Thence South $00^{\circ}27'14''$ West 66.00 feet coincident with the East line of the Fractional

Southwest ¼ of said Section 6;
Thence North 89°27'33" West 413.31 feet to the point of beginning.
May 25, 2023

RUN: June 6, 2023
June 13, 2023

KAMI LYNCH
City Clerk



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

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

To: Municipal Services Committee
From: Eric Lom, City Traffic Engineer
Date: June 8, 2023
Re: Recommended award of the *Unit P-23* Pavement Marking Maintenance Contract (Epoxy)

Quotes were opened for the *Unit P-23 Pavement Marking Maintenance Contract* on June 8, 2023, as a means of establishing unit prices for this annual maintenance contract, which generally involves the installation and replacement of durable epoxy longitudinal and transverse pavement markings throughout the City.

Quotes were solicited from the only two contractors that provide this service in Wisconsin that we have had positive experiences with. Brickline, Inc., of Madison, Wisconsin, submitted the low quote in the total amount of \$85,488.05 (~2% higher than our engineer’s estimate), which is well within an acceptable range.

Based on this, we recommend award of the contract to Brickline, Inc., in an amount not to exceed \$95,488.05 (which includes an additional \$10,000 for unanticipated work). This dollar amount is based on the combination of available budgeted funds for pavement marking maintenance and pavement markings that will be completed for other city projects.



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

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

To: Municipal Services Committee
From: Michael S. Hardy, Assistant City Traffic Engineer
Date: June 12, 2023
Re: Recommended award of the **Unit Q-23** Pavement Marking Maintenance Contract (Paint)
Transverse Paint Markings such as Parking Stalls, Crosswalks and Stop Lines

Quotes were opened for the **Unit Q-23 Pavement Marking Maintenance Contract** on June 12, 2023, as a means of establishing unit prices for this annual maintenance contract, which generally involves the painting of parking stalls, crosswalks and stop lines in the City.

Quotes were solicited from five companies, but only one quote was received. Crowley Construction Corp. of Wauwatosa, Wisconsin, submitted the low quote in the total amount of \$54,010.50. The unit prices contained in the quote are approximately 8% higher than last year (17% over last two), which is consistent with general inflation and trends in the industry. The cost for paint materials have been much more volatile since COVID-19, and Crowley indicated they are unable to lock in their prices with suppliers like in years past. The cost of fuel and wages have also seen increases. Crowley has completed this type of work for the City in recent years with excellent results.

Based on this, we recommend award of the contract to Crowley Construction Corp. in an amount not to exceed \$59,010.50 (which includes an additional \$5,000 for unanticipated work). This dollar amount is based on available budgeted funds for pavement marking maintenance, as well as pavement marking maintenance to be completed for the Parking Utility.



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: Mike Hardy, Assistant Traffic Engineer
Date: June 01, 2023
Re: New parking restriction on the 2500-2700 block of N Roemer Road (adjacent The Boldt Company)
Follow-Up to Six-Month Trial Period

In response to a concern raised by Boldt Company, the City implemented a new parking restriction for a 6-month evaluation period that began in November of 2022. The new parking restriction was placed on the west side Roemer Road, beginning just south of the Central Transport driveway, extending south 200' across the Boldt driveway. The concern is when Boldt employees and visitors park too close to their north service driveway, it complicates maneuvering and good visibility of Roemer Road traffic for their construction fleet vehicles.

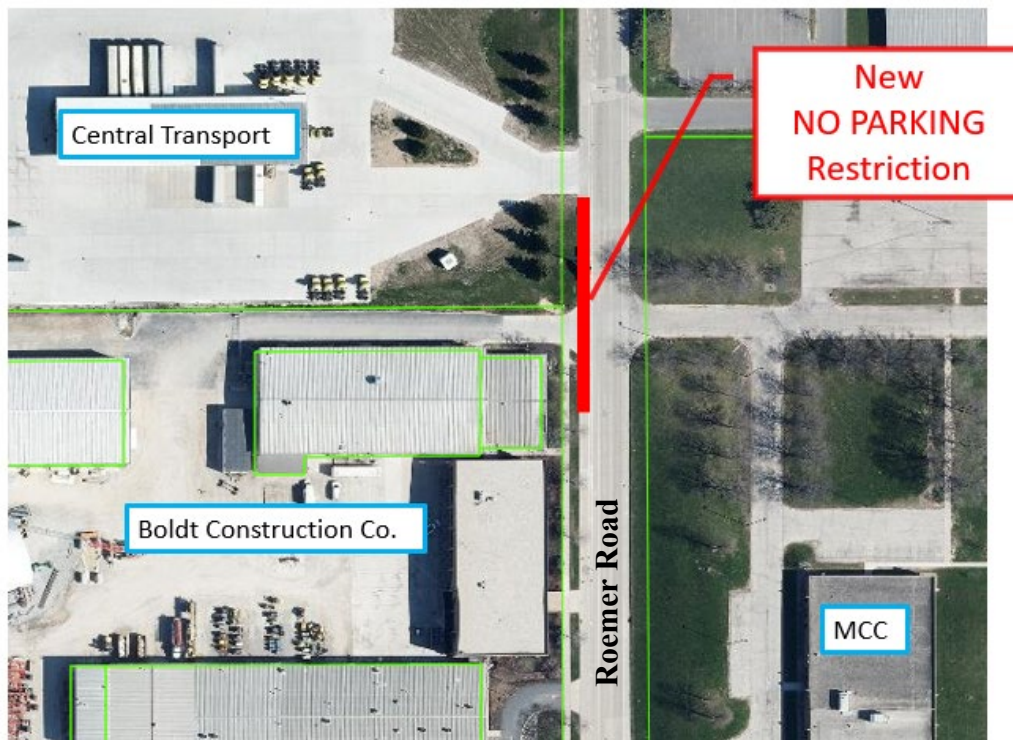


Figure 1: New NO PARKING Restriction, west side of Roemer Road, extending 200-FT south of Central Transport driveway.

A Boldt company representative acknowledged the change has helped. Central Transport was supportive of the trial but did not provide any additional feedback to a recent contact. We did not receive any other feedback or complaints during the six-month trial period. Based on this, we recommend making the change permanent.

To accomplish this, the following ordinance action is required:

1. **Create:** “Parking be prohibited on the west side of Roemer Road from a point 510 feet south of Northland Avenue to a point 710 feet south of Northland Avenue.”



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

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

To: Municipal Services Committee
From: Eric S. Lom, City Traffic Engineer
Date: June 7, 2023
Re: Ordinance changes related to the A-23 Bluff Street Reconstruction Project

The *Bluff Site Streets Reconstruction Project* (including 100S Oneida, 100N/100S Morrison, 100N/100S/200S Durkee, & 100W/100E/200E Lawrence) was included in the 2023 budget and is currently under construction, with completion expected in late summer. This memo addresses the parking and traffic restrictions that are necessary to implement the Council-approved project design.

The following ordinance actions related to parking and traffic restrictions are recommended:

- 1) Parking:
 - a) 100S Oneida Street:
 - (1) **Create:** “Parking be prohibited on the west side of Oneida Street from College Avenue to a point 31 feet south of College Avenue.”
 - (2) **Create:** “Designate a 15-minute Loading Zone on the west side of Oneida Street from a point 31 feet south of College Avenue to a point 102 feet south of College Avenue (tow zone).”
 - (3) **Create:** “Stopping, standing and parking be prohibited on the west side of Oneida Street from a point 102 feet south of College Avenue to a point 250 feet south of College Avenue (tow zone).”
 - (4) **Create;** “Designate metered parking on the west side of Oneida Street from a point 80 feet north of Lawrence Street to a point 41 feet north of Lawrence Street.”
 - (5) **Create:** “Parking be prohibited on the west side of Oneida Street from Lawrence Street to a point 41 feet north of Lawrence Street (tow zone).”
 - (6) **Create:** “Stopping, standing and parking be prohibited on the east side of Oneida Street from Lawrence Street to a point 24 feet north of Lawrence Street (tow zone).”
 - (7) **Create:** “Designate a 15-minute Loading Zone on the east side of Oneida Street from a point 16 feet south of College Avenue to a point 88 feet south of College Avenue (tow zone).”
 - b) 100W Lawrence Street:
 - (1) “Parking be prohibited on the north side of Lawrence Street from Appleton Street to a point 42 feet east of Appleton Street (tow zone).”
 - (2) “Designate a 15-minute Loading Zone on the north side of Lawrence Street from a point 42 feet east of Appleton Street to a point 111 feet east of Appleton Street (tow zone).”
 - (3) “Designate metered parking on the north side of Lawrence Street from a point 111 feet east of Appleton Street to a point 230 feet east of Appleton Street.”
 - (4) “Parking be prohibited on Lawrence Street from Oneida Street to a point 53 feet west of Oneida Street (tow zone).”
 - (5) “Designate metered parking on the south side of Lawrence Street from a point 53 feet west of Oneida Street to a point 220 feet west of Oneida Street.”
 - (6) “Parking be prohibited on the south side of Lawrence Street from Appleton Street to a point 52 feet east of Appleton Street (tow zone).”
 - c) 100E Lawrence Street:
 - (1) “Parking be prohibited on Lawrence Street from Oneida Street to a point 50 feet east of Oneida Street

- (tow zone).”
- (2) “Designate metered parking on the north side of Lawrence Street from a point 50 feet east of Oneida Street to a point 41 feet west of Morrison Street.”
 - (3) “Parking be prohibited on the north side of Lawrence Street from Morrison Street to a point 41 feet west of Morrison Street (tow zone).”
 - (4) “Parking be prohibited on the south side of Lawrence Street from Morrison Street to a point 54 feet west of Morrison Street (tow zone).”
 - (5) “Designate metered parking on the south side of Lawrence Street from a point 54 feet west of Morrison Street to a point 44 feet east of Oneida Street.”
- d) 200E Lawrence Street:
- (1) “Parking be restricted to vehicles displaying handicapped license plates or Wisconsin Handicapped permit only on the north side of Lawrence Street from Morrison Street to a point 100 feet east of Morrison Street (back-in angle parking only; front-in parking prohibited).”
 - (2) “Designate metered parking on the north side of Lawrence Street from a point 100 feet east of Morrison Street to a point 33 feet west of Durkee Street (back-in angle parking only; front-in parking prohibited).”
 - (3) “Parking be prohibited on the south side of Lawrence Street from Durkee Street to a point 47 feet east of Durkee Street (tow zone).”
 - (4) “Designate metered parking on the south side of Lawrence Street from a point 47 feet west of Durkee Street to a point 45 feet east of Morrison Street.”
- e) 100S/200S Durkee Street:
- (1) “Parking be prohibited on the west side of Durkee Street from College Avenue to a point 30 feet south of College Avenue (tow zone).”
 - (2) “Designate a 15-minute Loading Zone on the west side of Durkee Street from a point 30 feet south of College Avenue to a point 72 feet south of College Avenue (tow zone).”
 - (3) “Designate metered parking on the west side of Durkee Street from a point 72 feet south of College Avenue to a point 271 feet south of College Avenue.”
 - (4) “Parking be prohibited on the west side of Durkee Street from a point 57 feet north of Lawrence Street to a point 31 feet south of Lawrence Street (tow zone).”
 - (5) “Designate metered parking on the west side of Durkee Street from a point 31 feet south of Lawrence Street to a point 100 feet south of Lawrence Street.”
 - (6) “Parking be prohibited on the west side of Durkee Street from a point 100 feet north of Lawrence Street to, and including, the cul-de-sac (tow zone).”
 - (7) “Parking be prohibited on the east side of Durkee Street from a point 73 feet south of Lawrence Street to the cul-de-sac (tow zone).”
 - (8) “Designate metered parking on the east side of Durkee Street from a point 31 feet south of Lawrence Street to a point 73 feet south of Lawrence Street.”
 - (9) “Stopping, standing and parking be prohibited on the east side of Durkee Street from a point 31 feet south of Lawrence Street to a point 25 feet north of Lawrence Street (tow zone).”
 - (10) “Designate metered parking on the east side of Durkee Street from a point 31 feet north of Lawrence Street to a point 40 feet south of College Avenue.”
 - (11) “Parking be prohibited on the east side of Durkee Street from College Avenue to a point 31 feet south of College Avenue (tow zone).”
- f) 100N Morrison Street:
- (1) “Parking be prohibited on Morrison Street from Washington Street to a point 36 feet south of Washington Street (tow zone).”
 - (2) “Designate metered parking on the west side of Morrison Street from a point 36 feet south of Washington Street to a point 125 feet south of Washington Street.”
 - (1) “Designate a 15-minute Loading Zone on the west side of Morrison Street from a point 125 feet south of Washington Street to a point 174 feet south of Washington Street (tow zone).”
 - (2) “Parking be prohibited on the west side of Morrison Street from a point 174 feet south of Washington Street to a point 90 feet north of College Avenue (tow zone).”
 - (3) “Designate metered parking on the west side of Morrison Street from a point 90 feet north of College to a point 21 feet north of College Avenue.”
 - (4) “Parking be prohibited on Morrison Street from College Avenue to a point 21 feet north of College Avenue (tow zone).”

- (5) "Designate metered parking on the east side of Morrison Street from a point 21 feet north of College Avenue to a point 76 feet north of College Avenue."
- (6) "Parking be prohibited on the east side of Morrison Street from a point 76 feet north of College Avenue to a point 132 feet south of Washington Street (tow zone)."
- (7) "Designate metered parking on the east side of Morrison Street from a point 132 feet south of Washington Street to a point 36 feet south of Washington Street."

b) 100N Durkee Street:

- (1) "Parking be prohibited on the west side of Durkee Street from Washington Street to a point 106 feet north of College Avenue (tow zone)."
- (2) "Designate metered parking on the west side of Durkee Street from a point 106 feet north of College Avenue to a point 41 feet north of College Avenue."
- (3) "Parking be prohibited on the west side of Durkee Street from College Avenue to a point 41 feet north of College Avenue (tow zone)."
- (4) "Parking be prohibited on the east side of Durkee Street from College Avenue to a point 30 feet north of College Avenue (tow zone)."
- (5) "Designate metered parking on the east side of Durkee Street from a point 30 feet north of College Avenue to a point 94 feet north of College Avenue."
- (6) "Parking be prohibited on the east side of Durkee Street from a point 94 feet north of College Avenue to a point 124 feet south of Washington Street (tow zone)."
- (7) "Designate metered parking on the west side of Durkee Street from a point 124 feet south of Washington Street to a point 38 feet south of Washington Street."
- (8) "Parking be prohibited on the east side of Durkee Street from Washington Street to a point 38 feet south of Washington Street (tow zone)."
- (9) "Designate a 15-minute Loading Zone on the north side of Johnston from Durkee Street to a point 57 feet west of Durkee Street (tow zone)."

1) Two-Way Streets (Section 19-42)

- a) **Create:** "Designate the following as two-way streets:
 - (1) Durkee Street from Lawrence Street to College Avenue
 - (2) Lawrence Street from Appleton Street to Durkee Street
 - (3) Morrison Street from Lawrence Street to College Avenue

2) Intersection Control

- a) **Create:** "Install all-way stop control at the Lawrence Street / Morrison Street intersection."
- b) **Create:** "Install stop signs on Oneida Street at Lawrence Street."
- c) **Create:** "Install all-way stop control at the Morrison Street / Kimball Street intersection."
- d) **Create:** "Install stop signs on Lawrence Street at Durkee Street."



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

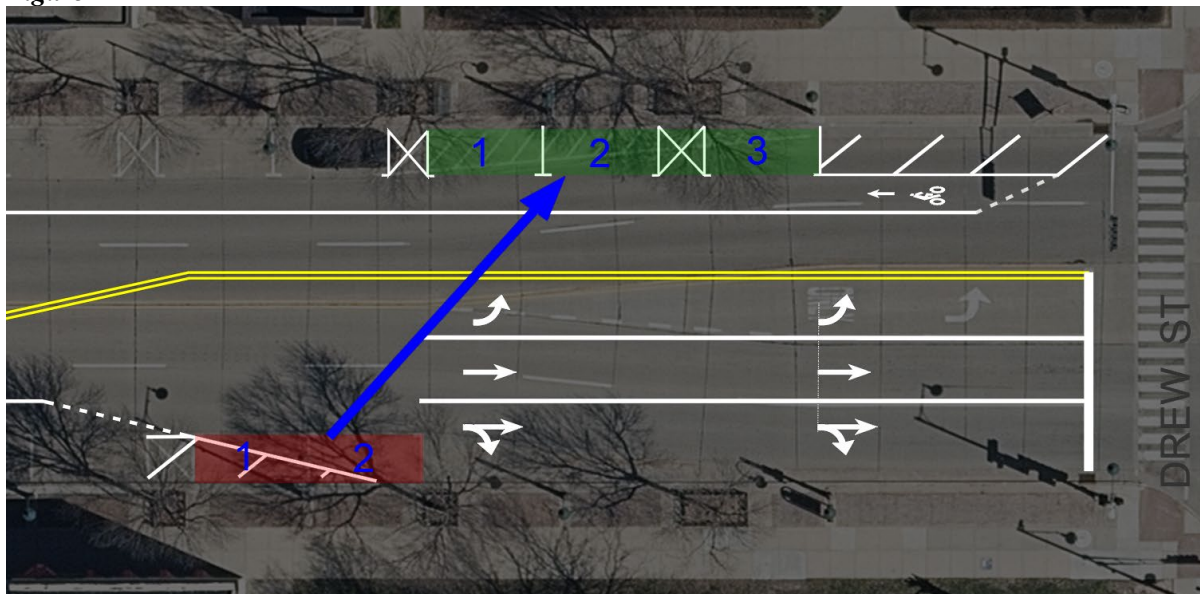
To: Municipal Services Committee
From: Eric S. Lom, City Traffic Engineer
Date: May 25, 2023
Re: Parking change related to the *College Av 4-to-3 Lane Conversion Project*

The *College Avenue 4-to-3 Lane Conversion Project* is scheduled for completion in mid-June of 2023. This memo addresses a minor parking change associated with the project that would result in a net increase of one stall.

One of the most challenging aspects of the 4-to-3 lane conversion are the locations where the transitions occur, as one lane is added or removed. As we worked through the detailed design for this project, we identified an opportunity to improve traffic flow in the eastbound transition area at Drew Street.

At this location, we are recommending the removal of the two parking stalls on the south side of College Avenue that are closest to Drew Street (shown in red on Figure 1). By making this change, eastbound traffic would be able to transition to the four-lane configuration much more smoothly and efficiently. Fortunately, due to the proposed street layout in this area, our review also showed that we would be able to add three new parking stalls on the north side of College Avenue, almost directly across the street (shown in green). This would result in a net parking increase of one stall.

Figure 1



The following ordinance actions are recommended:

1. **Create:** “Metered parking be established on the north side of College Avenue from Durkee Street to a point 62 feet west of Drew Street.”
2. **Create:** “Parking be prohibited on the north side of College Avenue from Drew Street to a point 62 feet west of Drew Street.”
3. **Create:** “Metered parking be established on the south side of College Avenue from Durkee Street to a point 180 feet west of Drew Street.”
4. **Create:** “Parking be prohibited on the south side of College Avenue from Drew Street to a point 180 feet west of Drew Street.”



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

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

To: Municipal Services Committee
From: Eric Lom, City Traffic Engineer
Date: June 7, 2023
Re: Change to intersection traffic control at the Homestead Dr / Linwood Av intersection

Based on requests from multiple citizens and Alderperson Wolff, Traffic Section staff recently completed an intersection control evaluation for the Homestead Dr / Linwood Av intersection.

This four-legged intersection is located 0.4 miles west of Mason St and 0.1 miles south of Northland Av. The land use in this area is primarily residential. Both streets are functionally classified as *local*. The existing intersection control is a two-way stop, with Linwood Av traffic stopping. Yield signs were replaced with stop signs in 2010 because of substandard sight lines.

In a typical intersection control study, we consider traffic volumes, crash history, safe approach speeds, etc. In this case, the entering volume of this intersection is relatively low, at 930 vehicles per day. A review of crash records indicated zero reportable crashes for the recent five-year period of 2018 through 2022. Based on this, and other factors, two-way stop control is considered appropriate.

However, at two-way stop-controlled intersections, State/Federal guidelines state that the roadway with the lower volume should be the roadway that stops. Collected traffic count data shows that Linwood Av carries significantly more traffic than Homestead Dr (540 cars/day vs 390 cars/day), which indicates the orientation of the stop signs should be reversed. Additionally, reversal of the stop sign orientation would allow for a safer, controlled crossing of Homestead Drive for school children heading to and from Highland Elementary School.

Based on this, we recommend reversing the orientation of the stop signs at this intersection.

To accomplish this, the following ordinance action is required:

1. **Repeal:** “Install stop signs on Linwood Avenue at Homestead Drive.”
2. **Create:** “Install stop signs on Homestead Drive at Linwood Avenue.”



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

REQUEST for Alcohol License Premise Amendment

FEEES ARE NON-REFUNDABLE	Date Recv'd <u>4/7/23</u>
License Fee \$10.00/event	Acct: CLCAGP
Receipt <u>4895-1</u>	

SECTION 1 – LICENSE INFORMATION

Name of Establishment <u>Trout Museum of Art</u>	
Address of Establishment <u>111 W. College Ave</u>	
Name of Agent <u>Christina Turner</u>	Phone Number <u>920-733-4089</u>

SECTION 2 – PREMISE AMENDMENT

Please describe the change in premises:
 A drawing/diagram of the proposed area must also be submitted with this application
8/25/23 Event with outside bar and music on stage.
 Expecting approx 200 guests.

Is this change Permanent?	If this is temporary please specify the reason for the amendment:
<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	

Please list the date(s) and time(s) that this temporary premise amendment will be utilized:
8/25/23 Set up 8am , Event 6pm-10pm

SECTION 3 – PENALTY NOTICE

I certify that I am familiar with Section 9-52 of the Municipal Code of the City of Appleton and agree that any license granted under this application may be suspended for cause at any time by the Common Council.
 Under penalty of law, I swear that the information provided in this application is true and correct to the best of my knowledge and belief.

Signature of Applicant: Christina Turner 4/6/23

FOR OFFICE USE ONLY

Department	Approve	Deny	By	Reason
Comm. Dev.				
Finance				
Fire				
Health				
Inspections				
Police				
S&L	Council	Date Issued	Exp. Date	License Number



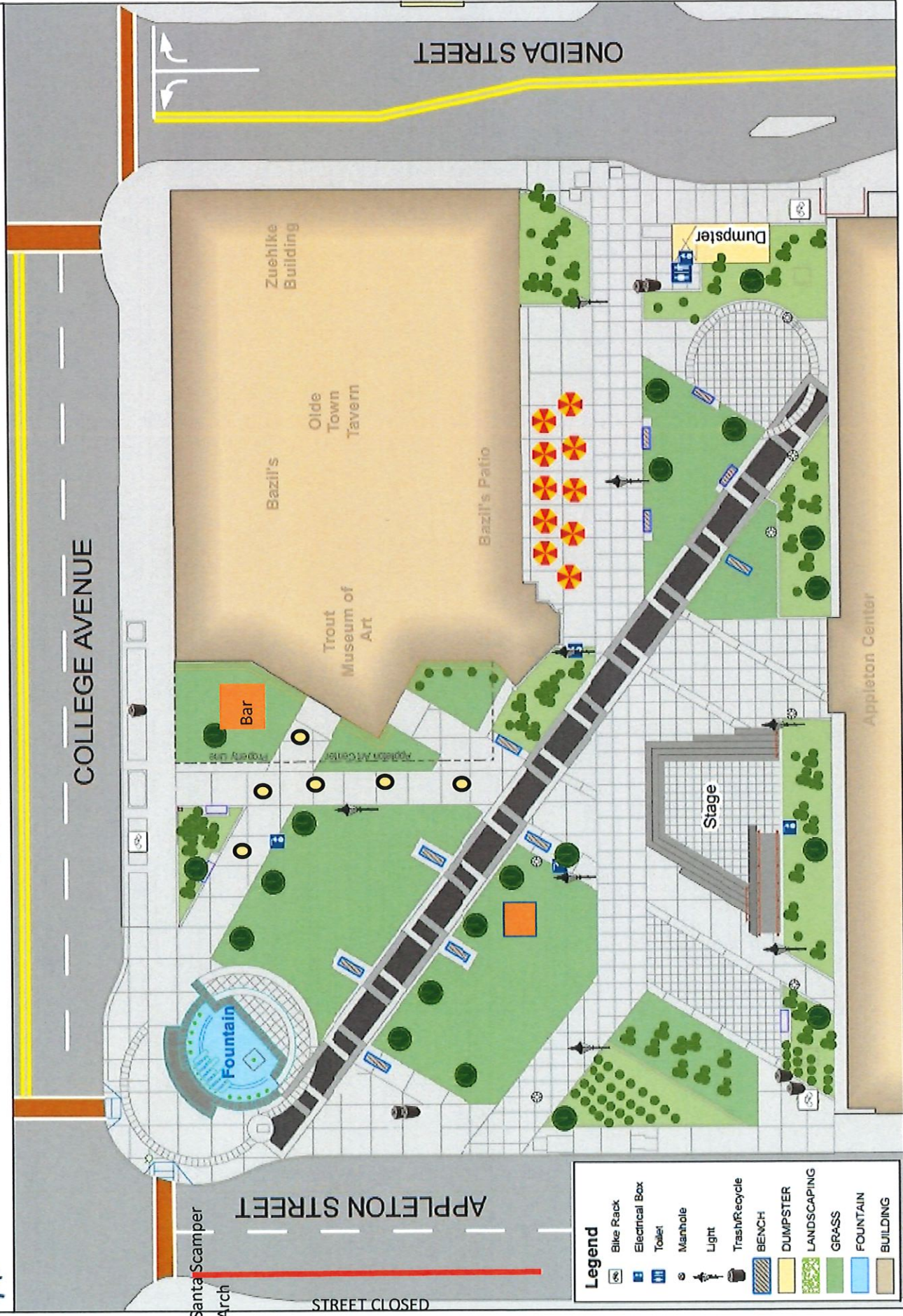
= 10'x10' tent



= bistro table



HOUDINI PLAZA



Legend

	Bike Rack
	Electrical Box
	Toilet
	Manhole
	Light
	Trash/Recycle
	BENCH
	DUMPSTER
	LANDSCAPING
	GRASS
	FOUNTAIN
	BUILDING

TMA TROUT MUSEUM OF ART

111 W College Ave, Appleton, WI 54911

To: Members of COA Parks and Recreation Committee
From: Trout Museum of Art Staff
Regarding: Request for Event in Houdini Plaza

The Trout Museum of Art is planning a special event to be held on Friday, August 25, 2023, in Houdini Plaza. This is the opening reception for Trout Museum of Art's Made to Order exhibition.

Made to Order is an opportunity for any interested party to commission artwork to be custom made by their selected artist, which is then put on display in our gallery before going home with the commissioner. This gives artists, an opportunity to sell their work with the Trout Museum of Art acting as their agent.

The opening event on August 25th is also a fundraiser for our non-profit art museum. Anyone is welcome to attend if they buy a ticket, which will be priced at \$25 per person, in line with our fundraising goal. We estimate a maximum attendance of 200.

The exhibition will be held within our museum, but drinks, music, and some seating will be offered in the plaza. We have applied for an addendum to our liquor license since Houdini Plaza is not on but adjacent to our property.

Setup and take down of this event will all occur on August 25th. We will set up two 10x10 foot bar tents in the Plaza and 1 additional bar in our atrium. There will also be cocktail tables and chairs set up in the plaza sidewalks. During the event guests will be inside on the three floors of our building, as well as outside.

We have filed a Special Event permit with the City Clerk's office.

There will be live music on the stage in Houdini Plaza from 8:30 p.m. until 10:00 p.m. to end the event. We have also sent a request for a noise variance. Passersby are welcome to listen to the music without buying a ticket, as the area will not be fenced off.

Application for Cigarette and Tobacco Products Retail License

Submit to municipal clerk.

rec 5117-5

5-23-23

MUNICIPAL USE ONLY

License Number
Period Covered
Date of Issuance

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

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

Legal Name (corporation, limited liability company, partnership or sole proprietorship) Appleton Liquor LLC		Federal Employer Identification No. (FEIN) REDACTED
Trade or Business Name (if different than Legal Name) Appleton Liquor		Telephone Number () REDACTED
Business Address (License Location) 2727 N Meade St		Business Telephone (920) 903 8714
Municipality Appleton	State WI	Zip Code 54911
Mailing Address (if different than Business Address) 1325 E Overland Rd		County Outagamie
Municipality Outagamie		State WI
		Zip Code 54911

Organization (check one)

- Sole Proprietor Wisconsin Corporation – Enter date incorporated: **Sept 2020**
- Partnership Out-of-State Corporation – Are you registered to do business in Wisconsin? Yes No
- Other (describe) _____

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

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

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the applicant. Applicant agrees to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, cannot be assigned to another.

Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000.

Hosni Guita
 (Officer of Corporation / Member / Manager of Limited Liability Company / Partner / Individual)



"meeting community needs
enhancing quality of life"

APPLICATION for the Operation of a PET STORE/KENNEL

FEES ARE NON-REFUNDABLE		Date Rec'd 5/24/23
See SECTION 5 for Fee Schedule		
License Fee - Initial	\$	Acct. Code: CLPETK
License Fee - Renewal	\$ 75.00	Acct. Code: CLPETK
Investigation Fee	+ \$7.00	Acct. Code: CLCPIF
Total Amount Paid	\$ 82.00	Receipt 5128-3
License period July 1 to June 30		

PLEASE ALLOW 4 WEEKS FOR PROCESSING

SECTION 1 - BUSINESS LOCATION - Answer all questions completely. Please PRINT clearly			
NOTE: The location of a Kennel or Pet Store is subject to applicable zoning and other regulations.			
Business Name Petco #1656			
Business Street Address 3829 E Coluemet Street		City APPLETON	State WI
Business Telephone Number 920-997-1543		Zip 54915	
SECTION 2 - APPLICANT INFORMATION			
Name Petco Animal Supplies Stores, Inc.			
Home Street Address 654 Richland Hills Drive % License Dept.		City San Antonio	State TX
Date of Birth REDACTED		Male	Female
		Telephone Number	
SECTION 3 - SERVICES TO BE PROVIDED			
Please check the type(s) of services your establishment will offer: <input checked="" type="checkbox"/> Live animals <input checked="" type="checkbox"/> Pet Food			
<input checked="" type="checkbox"/> Pet Accessories	<input checked="" type="checkbox"/> Fish	Other	
SECTION 4 - PENALTY NOTICE			
Having knowledge of all governmental laws, rules or regulations governing the keeping or protection of animals, I hereby certify that the information provided in this application is true and correct to the best of my knowledge and belief.			
Signature of Applicant: <u><i>Samantha Garcia</i></u>			
SECTION 5 - FEE SCHEDULE **all fees include the \$7 investigation fee**			
Pet Store License	Initial Fee - \$97.00	Renewal Fee - \$82.00	
Kennel License	1-10 animals - \$62.00	11-25 animals - \$137.00	
	26-50 animals - \$262.00	More than 50 animals - \$5.00 per animal with a minimum of \$287.00	
FOR OFFICE USE ONLY			
Dept.	Approve	Deny	By
Police			
Fire			
City Sealer			
Inspection			
Community Development			
S&L	Council	Date Issued	Exp. Date
06/14/2023	06/21/2023		
			License Number

04-23-21

Return application to: City Clerk, 100 North Appleton Street, Appleton, WI 54911-4799



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

FEES ARE NON-REFUNDABLE		Date Recv'd	5/24/23
License Fee - Local	\$207.00	Acct. CLSALV	
License Fee - Out of City	\$ 82.00	Acct. CLSALV	
		Receipt	5128-2
License period July 1 to June 30			

APPLICATION for SALVAGE DEALER'S LICENSE

Please allow 4 weeks for processing

SECTION 1 – BUSINESS INFORMATION – Answer all questions completely. Please PRINT clearly

Business Name <i>Golper Supply Co Inc</i>			
Business Street Address <i>1810 W. Edgewood Dr.</i>	City <i>Appleton</i>	State <i>WI</i>	Zip <i>54913</i>
Business Telephone Number <i>920-731-3266</i>			

SECTION 2 – APPLICANT INFORMATION

Name <i>David Golper</i>			
Home Street Address <i>930 Pleasant Avenue</i>	City <i>Highland Park</i>	State <i>IL</i>	Zip <i>60035</i>
Date of Birth REDACTED	Male <input checked="" type="checkbox"/>	Female <input type="checkbox"/>	Telephone Number REDACTED

SECTION 3 – CORPORATION INFORMATION – List names, addresses and dates of birth of all officers.

President	Last <i>Golper</i>	First <i>David</i>	Middle Initial <i>D</i>	Date of Birth REDACTED	Male <input checked="" type="checkbox"/>	Female <input type="checkbox"/>
Address	<i>930 Pleasant Avenue</i>		City <i>Highland Park</i>	State <i>IL</i>	Zip <i>60035</i>	
Vice President	Last	First	Middle Initial	Date of Birth	Male	Female
Address			City	State	Zip	
Secretary	Last	First	Middle Initial	Date of Birth	Male	Female
Address			City	State	Zip	
Treasurer	Last	First	Middle Initial	Date of Birth	Male	Female
Address			City	State	Zip	

SECTION 4 – PENALTY NOTICE

I certify that I am familiar with Section 9.386 of the Municipal Code of the City of Appleton and agree that any license granted under this application may be suspended for cause at any time by the Common Council.
Under penalty of law, I swear that the information provided in this application is true and correct to the best of my knowledge and belief.

Signature of Applicant: *David P Golper*

FOR OFFICE USE ONLY

Dept.	Approve	Deny	By	Reason
Police				
Fire				
City Sealer				
Inspection				
S&L 06/14/23	Council	06/21/23	Date Issued	Exp. Date
				License Number

Original Alcohol Beverage Retail License Application

(Submit to municipal clerk.)

For the license period beginning: 07/01/2023 ending: 06/30/2024
(mm dd yyyy) (mm dd yyyy)

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

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

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

Applicant's Wisconsin Seller's Permit Number REDACTED	
FEIN Number REDACTED	
TYPE OF LICENSE REQUESTED	FEE
<input type="checkbox"/> Class A beer	\$
<input checked="" type="checkbox"/> Class B beer	\$ 100.00
<input type="checkbox"/> Class C wine	\$
<input type="checkbox"/> Class A liquor	\$
<input type="checkbox"/> Class A liquor (cider only)	\$ N/A
<input type="checkbox"/> Class B liquor	\$
<input type="checkbox"/> Reserve Class B liquor	\$
<input checked="" type="checkbox"/> Class B (wine only) winery	\$
Publication fee	\$ 60.00
TOTAL FEE	\$ 160.00

Name (individual / partners give last name, first, middle; corporations / limited liability companies give registered name)
United Sports Association for Youth

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

President / Member Last Name <u>Gebhard</u>	(First) <u>Eric</u>	(Middle Name) <u>Dale</u>	Home Address (Street, City or Post Office, & Zip Code) <u>828 Jefferson St 54201</u>
Vice President / Member Last Name <u>Kostelecky</u>	(First) <u>Kevin</u>	(Middle Name) <u>James</u>	Home Address (Street, City or Post Office, & Zip Code) <u>2015 E Forest St 54915</u>
Secretary / Member Last Name <u>McPaniel</u>	(First) <u>Abigail</u>	(Middle Name) <u>Rose</u>	Home Address (Street, City or Post Office, & Zip Code) #1314 <u>4030 Towne Lakes Cir 54913</u>
Treasurer / Member Last Name <u>Janson</u>	(First) <u>Jean</u>	(Middle Name) <u>Louise</u>	Home Address (Street, City or Post Office, & Zip Code) <u>1201 Silver Birch Dr 54952</u>
Agent Last Name <u>Gebhard</u>	(First) <u>Eric</u>	(Middle Name) <u>Dale</u>	Home Address (Street, City or Post Office, & Zip Code) <u>828 Jefferson St 54201</u>
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

1. Trade Name USA Sports Complex Business Phone Number (920) 209-1722
 2. Address of Premises 3300 E Evergreen Post Office & Zip Code 54913

3. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.)
3300 East Evergreen Dr - Concession Stand Near North end of parking lot
Alcohol products are limited to a
specified are around the concession stand
products are stored in the back of concessions,
Alcohol is only served a limited amount during community gatherings.

4. Legal description (omit if street address is given above): _____
 5. (a) Was this premises licensed for the sale of liquor or beer during the past license year? Yes No
 (b) If yes, under what name was license issued? United Sports Association for Youth

6. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? **If yes, explain** Yes No
501 c (3) Non profit entity
see other certificate
7. Is the applicant an employe or agent of, or acting on behalf of anyone except the named applicant? Yes No
If yes, explain.
8. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? **If yes, explain** Yes No
Non profit
9. (a) **Corporate/limited liability company applicants only:** Insert state _____ and date _____ of registration.
- (b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? **If yes, explain** Yes No
- (c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? **If yes, explain.** Yes No
10. Does the applicant understand they must register as a Retail Beverage Alcohol Dealer with the federal government, Alcohol and Tobacco Tax and Trade Bureau (TTB) by filing (TTB form 5630.5d) before beginning business? [phone 1-877-882-3277] Yes No
11. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776] Yes No
12. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? Yes No

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

Contact Person's Name (Last, First, M.I.) <u>Eric Cochran</u>	Title/Member <u>President</u>	Date <u>5/17/2023</u>
Signature <u>[Signature]</u>	Phone Number <u>REDACTED</u>	Email Address <u>REDACTED</u>

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <u>5-17-23</u>	Date reported to council / board	Date provisional license issued	Signature of Clerk / Deputy Clerk
Date license granted	Date license issued	License number issued	



City of Appleton

Alcohol License Questionnaire

Eric Gebhard

1. Name of Applicant: United Sports Association for Youth

2. Name of Business: United Sports Association for Youth

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

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

3. Address of Business: 3300 E Evergreen 54913

4. Have you or any member of your organization ever been convicted of a misdemeanor or ordinance violation? Yes _____ No

AND/OR been convicted of a felony? Yes _____ No

If yes to either question, please explain in detail below:

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

Eric	D	Coch Lund	REDACTED
First name	M.I.	Last name	Date of Birth
Abigail	Rose	McDaniel	REDACTED
First name	M.I.	Last name	Date of Birth
Jean	Louise	Janson	REDACTED
First name	M.I.	Last name	Date of Birth
Kevin	James	Kostecki	REDACTED
First name	M.I.	Last name	Date of Birth

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

N/A

Name: _____
First name Middle Initial Last name

Address: _____
City State ZIP

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

Name: United Sports Association for Youth

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

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

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

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

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

N/A 9. If alcohol sales were a previous use in this building, when did the operation cease?
0 months ago.

10. Seating capacity: Inside — Outside 125

11. Operating hours (Inside the building): N/A
Operating hours (Outdoor seating areas): 5:00 pm - 8:30 pm

12. Employees/Staff
Number of floor personnel 4 Number of door checkers 2

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

- a. Gross floor building area of the premises to be licensed: 0 square feet.
- b. Gross outdoor seating areas of the premises to be licensed: 2,000 square feet.
- c. Below, identify the operational details of the proposed establishment:

This is a sports venue.

We have casual music in an outdoor area a limited number of dates during the summer

[Signature]
Signature

5/17/2023
Date

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

Submit to municipal clerk.

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

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

The undersigned duly authorized officer/member/manager of United Youth Sports Association
(Registered Name of Corporation / Organization or Limited Liability Company)

a corporation/organization or limited liability company making application for an alcohol beverage license for a premises known as

USA Sports Complex
(Trade Name)

located at 3300 E Evergreen Ave Appleton, WI 54912

appoints Eric Coebler
(Name of Appointed Agent)

828 Jefferson St Algoma, WI 54201
(Home Address of Appointed Agent)

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

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

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

How long immediately prior to making this application has the applicant agent resided continuously in Wisconsin? 13 years

Place of residence last year 828 Jefferson St Algoma WI 54201

For: United Youth Sports Association
(Name of Corporation / Organization / Limited Liability Company)

By: [Signature]
(Signature of Officer / Member / Manager)

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

ACCEPTANCE BY AGENT

I, Eric Coebler, hereby accept this appointment as agent for the
(Print / Type Agent's Name)

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

[Signature] 5/26/23
(Signature of Agent) (Date)

Agent's age REDACTED

828 Jefferson St Algoma, WI 54201
(Home Address of Agent)

Date of birth REDACTED

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

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

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



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

APPLICATION for SALVAGE DEALER'S LICENSE

FEES ARE NON-REFUNDABLE Date Recv'd 5/26/23

License Fee - Local \$200.00 Acct. CLSALV
 License Fee - Out of City \$ 75.00 Acct. CLSALV
 Investigation Fee + 7.00 Acct. CLCPIF
 Total Amount Paid 207 Receipt 5139-4
 License period July 1 to June 30

Please allow 4 weeks for processing

SECTION 1 - BUSINESS INFORMATION - Answer all questions completely. Please PRINT clearly										
Business Name <u>Mach V Motors LLC</u>										
Business Street Address <u>400 E Hancock St</u>					City <u>Appleton</u>		State <u>WI</u>	Zip <u>54911</u>		
Business Telephone Number <u>920-202-2201</u>										
SECTION 2 - APPLICANT INFORMATION										
Name <u>Kara Tullberg</u>										
Home Street Address <u>98 Estnerbrook Ct</u>					City <u>Appleton</u>		State <u>WI</u>	Zip <u>54915</u>		
Date of Birth <u>REDACTED</u>			Male	Female <input checked="" type="checkbox"/>	Telephone Number <u>REDACTED</u>					
SECTION 3 - CORPORATION INFORMATION - List names, addresses and dates of birth of all officers.										
President		Last <u>Tullberg</u>		First <u>Charles</u>		Middle Initial <u>D</u>		Date of Birth <u>REDACTED</u>	Male <input checked="" type="checkbox"/>	Female
Address		<u>98 Estnerbrook Ct</u>			City <u>Appleton</u>		State <u>WI</u>	Zip <u>54915</u>		
Vice President		Last <u>Tullberg</u>		First <u>Kara</u>		Middle Initial <u>L</u>		Date of Birth <u>REDACTED</u>	Male	Female <input checked="" type="checkbox"/>
Address		<u>98 Estnerbrook Ct</u>			City <u>Appleton</u>		State <u>WI</u>	Zip <u>54915</u>		
Secretary		Last		First		Middle Initial		Date of Birth	Male	Female
Address					City		State	Zip		
Treasurer		Last		First		Middle Initial		Date of Birth	Male	Female
Address					City		State	Zip		
SECTION 4 - PENALTY NOTICE										
I certify that I am familiar with Section 9.386 of the Municipal Code of the City of Appleton and agree that any license granted under this application may be suspended for cause at any time by the Common Council. Under penalty of law, I swear that the information provided in this application is true and correct to the best of my knowledge and belief.										
Signature of Applicant: <u>[Signature]</u>										
FOR OFFICE USE ONLY										
Dept.	Approve	Deny	By			Reason				
Police										
Fire										
City Sealer										
Inspection										
S&L 06/14/23		Council 06/21/23		Date Issued		Exp. Date		License Number		

9-24-19

Return application to: City Clerk, 100 North Appleton Street, Appleton, WI 54911-4799

2023-2024 RENEWALS

**CLASS "A" FERMENTED MALT BEVERAGE & "CLASS A" LIQUOR (CIDER ONLY)
LICENSE**

<u>NAME</u>	<u>TRADE NAME</u>	<u>ADDRESS</u>
Quinto Sol Supermarket Hector Mosqueda, Agent, 1009 E Kramer Ln Appleton WI 54915	Quinto Sol LLC	2311 W College Ave

CLASS "B" FERMENTED MALT BEVERAGE LICENSE

<u>NAME</u>	<u>TRADE NAME</u>	<u>ADDRESS</u>
Fronteras, LLC Eric Mosqueda Lopez, Agent, 1009 E Kramer Ln Appleton WI 54915	Fronteras Restaurant	2311 W College Ave

Lilac Enterprises LLC May Vang, Agent, 1226 Appleton St Menasha WI 54952	May's Kitchen	1804 S Lawe St Ste 204
---	---------------	------------------------

Taco House LLC Roberto Martinez, Agent, 301 E Greenfield St Appleton WI 54911	Taco House	135 E Wisconsin Ave
--	------------	---------------------

**CLASS "B" FERMENTED MALT BEVERAGE LICENSE
AND "CLASS C" WINE LICENSE**

<u>NAME</u>	<u>TRADE NAME</u>	<u>ADDRESS</u>
Moon Water Café LLC Shannon Boegh, Agent, 1044 E Vine St Appleton WI 54911	Moon Water Café	606 N Lawe St

CLASS "A" FERMENTED MALT BEVERAGE & "CLASS A" LIQUOR LICENSE

<u>NAME</u>	<u>TRADE NAME</u>	<u>ADDRESS</u>
The Free Market, Inc. Lucinda M. Weinfurter, Agent, E2723 Cty Rd B Scandinavia WI 54977	The Free Market	734 W Wisconsin Ave

CLASS "B" FERMENTED MALT BEVERAGE & "CLASS B" LIQUOR LICENSE

<u>NAME</u>	<u>TRADE NAME</u>	<u>ADDRESS</u>
Bark Entertainment LLC Zachery Wroblewski, Agent, 621 E Brewster St Appleton 54911	Skyline Comedy Club	1004 S Olde Oneida St

Application for Cigarette and Tobacco Products Retail License

Submit to municipal clerk.

MUNICIPAL USE ONLY

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

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

License Number
Period Covered 7/1/2023-6/30/2024
Date of Issuance

Legal Name (corporation, limited liability company, partnership or sole proprietorship) Andrew Thornell			Federal Employer Identification No. (FEIN) REDACTED	
Trade or Business Name (if different than Legal Name) MARLEYS Smoke Shop			Telephone Number (202) 637-0721	
Business Address (License Location) 530 W. College Ave.		Business Located In <input checked="" type="checkbox"/> City <input type="checkbox"/> Village <input type="checkbox"/> Town		Business Telephone ()
Municipality Appleton	State WI	Zip Code 54911	County Outagamie	
Mailing Address (if different than Business Address)		Municipality Appleton	State WI	Zip Code 54911


Organization (check one)

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

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

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

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


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

Applicable Laws and Rules

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

Original Alcohol Beverage Retail License Application

(Submit to municipal clerk.)

For the license period beginning: 07-01-2023 ending: 06-30-2024
(mm dd yyyy) (mm dd yyyy)

To the Governing Body of the: Town of } APPLETON, WISCONSIN
 Village of }
 City of }

County of OUTAGAMIE Aldermanic Dist. No. _____
 (If required by ordinance)

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

Applicant's Wisconsin Seller's Permit Number REDACTED	
FEIN Number REDACTED	
TYPE OF LICENSE REQUESTED	FEE
<input type="checkbox"/> Class A beer	\$
<input checked="" type="checkbox"/> Class B beer	\$ <u>100</u>
<input checked="" type="checkbox"/> Class C wine	\$ <u>100</u>
<input type="checkbox"/> Class A liquor	\$
<input type="checkbox"/> Class A liquor (cider only)	\$ N/A
<input type="checkbox"/> Class B liquor	\$
<input type="checkbox"/> Reserve Class B liquor	\$
<input type="checkbox"/> Class B (wine only) winery	\$
Publication fee	\$ <u>60</u>
TOTAL FEE	\$ <u>260</u>

Name (individual / partners give last name, first, middle; corporations / limited liability companies give registered name)
WILD RIVER CAFE, LLC

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

President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
STADTMUELLER	SUSAN	LYNN	9396 NORTH RD, FREMONT, WI 54940
Vice President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
STADTMUELLER	RANDALL	LEE	9396 NORTH RD, FREMONT, WI 54940
Secretary / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Treasurer / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Agent Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
STADTMUELLER	RANDALL	LEE	9396 NORTH RD, FREMONT, WI 54940
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

1. Trade Name WILD RIVER CAFE Business Phone Number 920-716-7297

2. Address of Premises 425 W WATER ST, SUITE 100 Post Office & Zip Code APPLETON WI 54911

3. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.)

THE WILD RIVER CAFE IS LOCATED IN THE ATLAS MILL BUILDING, 425 W WATER ST, APPLETON WI. THE BUILDING IS A MULTI-SUITE COMMERCIAL BUIDLING IN WHICH WILD RIVER CAFE OCCUPIES SUITE 100 WHICH IS APPROXIMATELY 4,600 SQ.FT. ON THE 1ST FLOOR. THE AREA OF SERVICE INCLUDES SUITE 100, AN OUTDOOR DECK OF APPROXIMATELY 900 SQ.FT., THE ADJACENT SURFACE PATIO AREA OF APPROXIMATELY OF 500 SQ.FT. AND A BASEMENT STORAGE UNIT. PLEASE SEE THE ATTACHED PLANS

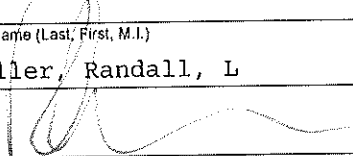
4. Legal description (omit if street address is given above): _____

5. (a) Was this premises licensed for the sale of liquor or beer during the past license year? Yes No

(b) If yes, under what name was license issued? FOX RIVER TOURS D/B/A RIVER TYME BISTRO

6. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? **If yes, explain** Yes No
7. Is the applicant an employe or agent of, or acting on behalf of anyone except the named applicant? Yes No
If yes, explain.
8. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? **If yes, explain** Yes No
9. (a) **Corporate/limited liability company applicants only:** Insert state WISCONSIN and date 05/10/23 of registration.
- (b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? **If yes, explain** Yes No
- (c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? **If yes, explain.** Yes No
10. Does the applicant understand they must register as a Retail Beverage Alcohol Dealer with the federal government, Alcohol and Tobacco Tax and Trade Bureau (TTB) by filing (TTB form 5630.5d) before beginning business? [phone 1-877-882-3277] Yes No
11. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776] Yes No
12. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? Yes No

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

Contact Person's Name (Last, First, M.I.) Stadtmueller, Randall, L	Title/Member Member	Date 05/25/23
Signature 	Phone Number REDACTED	Email Address REDACTED

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk 05/26/23	Date reported to council / board	Date provisional license issued	Signature of Clerk / Deputy Clerk
Date license granted	Date license issued	License number issued	



City of Appleton

Alcohol License Questionnaire

1. Name of Applicant: Randall Stadtmueller

2. Name of Business: Wild River Cafe

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

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

3. Address of Business: 425 W. Water St. Suite 100

4. Have you or any member of your organization ever been convicted of a misdemeanor or ordinance violation? Yes _____ No X
AND/OR been convicted of a felony? Yes _____ No X

If yes to either question, please explain in detail below:

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

First name	M.I.	Last name	Date of Birth
Susan L		Stadtmueller	/ /
Randall L		Stadtmueller	/ /

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

Name: Candice Mortara
First name Middle Initial Last name

Address: 1301 N. Briarcliff Dr. Appleton, WI 54915
City State ZIP

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

Name: The River Tyme Bistro

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

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

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

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

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

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

10. Seating capacity: Inside 202 Outside 40

11. Operating hours (Inside the building): 9am to 7pm
Operating hours (Outdoor seating areas): Seasonal

12. Employees/Staff
Number of floor personnel 5 Number of door checkers None

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

- a. Gross floor building area of the premises to be licensed: 4600 square feet.
- b. Gross outdoor seating areas of the premises to be licensed: 1400 square feet.
- c. Below, identify the operational details of the proposed establishment:

Restaurant table service including food, coffee, tea, soft drinks, beer and wine.

[Signature]

Signature

5/26/23

Date

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

Submit to municipal clerk.

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

To the governing body of: Town
 Village of APPLETON WI County of OUTAGAMIE
 City

The undersigned duly authorized officer/member/manager of WILD RIVER CAFE, LLC
(Registered Name of Corporation / Organization or Limited Liability Company)

a corporation/organization or limited liability company making application for an alcohol beverage license for a premises known as
WILD RIVER CAFE
(Trade Name)

located at 425 W WATER ST, SUITE 100, APPLETON WI 54911

appoints RANDALL STADTMUELLER
(Name of Appointed Agent)

9396 NORTH RD, FREMONT WI 54940
(Home Address of Appointed Agent)

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

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

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

How long immediately prior to making this application has the applicant agent resided continuously in Wisconsin? 72 YEARS

Place of residence last year 9396 NORTH RD, FREMONT WI 54940

For: WILD RIVER CAFE, LLC
(Name of Corporation / Organization / Limited Liability Company)

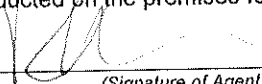
By: 
(Signature of Officer / Member / Manager)

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

ACCEPTANCE BY AGENT

I, RANDALL STADTMUELLER, hereby accept this appointment as agent for the
(Print / Type Agent's Name)

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

 5/26/23 Agent's age _____
(Signature of Agent) (Date)

9396 NORTH RD, FREMONT WI 54940 Date of birth _____
(Home Address of Agent)

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

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

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

EQUIPMENT SHARING AGREEMENT BETWEEN AREA FIRE DEPARTMENTS

Pursuant to Wis. Stat. §§ 66.0301 and 66.03125, this Intergovernmental Cooperation Agreement (“Agreement”) is entered into by the respective parties, each a Wisconsin municipal corporation acting by and through its fire department, each with proper authorization to execute this Agreement (herein referred to collectively as “the Parties” or “the Departments” or singularly as “Party” or “Department”) for the sharing of fire and emergency medical services apparatus and equipment. Participating agencies should create a list of equipment eligible for sharing.

The Parties are municipal corporations duly organized and validly existing under the laws of the State of Wisconsin with the power to carry on their business as it is now being conducted under the Constitution, the statutes of the State of Wisconsin, and their respective Municipal Codes. The Parties are interested in occasionally sharing equipment to ensure efficient and effective operations. The Parties desire to enter into an Agreement to establish procedures for sharing equipment and defining legal relationships and responsibilities.

NOW, THEREFORE, it is mutually agreed by and between the Parties as follows:

PURPOSE

The purpose of this Agreement is to create a system for the occasional and temporary sharing of motor vehicles, equipment, tools and machinery (collectively referred to in this agreement as “Equipment”) between the Parties for efficiency and effectiveness of operations. The Parties agree to make available to each other vehicles, equipment, tools, machinery, and related items in the manner and pursuant to the terms and conditions provided in this agreement. A Party supplying Equipment shall be designated the “Provider.” A Party receiving Equipment shall be designated the “Borrower.”

TERM

The term of this Agreement shall be from August 1, 2023 through December 31, 2024. This Agreement shall be in full force and in effect with the passage and approval of an authorizing ordinance or resolution by all participating member municipalities, in the manner provided by law, and upon the signing of this agreement by the authorized representative(s) of the municipality, as applicable.

EQUIPMENT USAGE

a. Availability of Equipment:

Each Department shall make a list of available equipment, which lists shall collectively be attachment "A" to this Agreement.

Requests shall be responded to promptly. Each party, at their discretion, may deny a request for Equipment. Generally, parties agree to make reasonable effort to provide requested equipment unless it places a burden on the Provider, or if resources are inadequate, unavailable, or already in use.

The Provider may request the immediate return of equipment from the Borrower to prevent inadequate resources being available for the provision of emergency services to the Provider's community. Upon a request for immediate return under this paragraph, the Borrower shall work with the Provider to return the equipment as soon as possible.

The Provider may request the return of equipment by a future date. Upon request Borrower shall return equipment on the date requested or if no date is specified as soon as practicable and without unreasonable delay.

b. Contact Person.

Each Party agrees to appoint a person or persons to act as liaison(s) for each request and inspection and to otherwise facilitate the orderly and efficient distribution of equipment-sharing requests and related information. Contacts by agency are as indicated on attachment "B" to this Agreement.

c. Fees for Equipment.

Provider shall not charge Borrower for use of equipment unless Provider and Borrower mutually agree in advance or reimbursement is available from a third party, in which case fees shall be charged according to Provider's current fee schedule or the FEMA rate for the specific equipment or reasonably comparable equipment if Provider has not established a separate fee schedule.

d. Delivery/Pickup.

Borrower shall contact Provider as well in advance as reasonably possible of the need for equipment and Borrower and Provider shall mutually agree upon a time and location for pick-up and delivery of Equipment.

Borrower shall be responsible for picking up and returning any Equipment shared under this Agreement, unless Provider and Borrower mutually agree to other arrangements.

Equipment may generally be picked up and returned between standard business hours. However, it is understood that when dealing with the necessity of emergency equipment, requests may occur at hours outside of standard business hours.

e. Condition of Equipment.

Provider shall ensure that any Equipment being shared has been or is serviced consistent with recognized industry standards prior to Borrower's pick-up.

NO WARRANTY --Provider is neither a manufacturer nor supplier of the Equipment and therefore makes no warranties, express or implied, including, without limitation, the condition of the equipment, its design, capacity, performance, construction, workmanship, or fitness for any particular use. All Equipment is shared on an "as-is" basis. Provider shall not be responsible or liable to Borrower for any loss, delay, or damage of any kind resulting from defects in or accidental breakage of Equipment shared under this agreement.

f. Inventory and Inspections.

Providers sharing Equipment under this agreement certify that the Equipment is in good repair and ready for the intended use. Equipment shared under this Agreement shall be inventoried and inspected by representatives of both Provider and Borrower at the time of delivery/pickup and again when returned and shall be documented on an inventory and inspection form, attachment "C" to this Agreement. The inspections shall include an examination of the tires on the Equipment, which the Parties must agree are in good working condition at the time Borrower picks up the Equipment, and which must have adequate tread depth and inflation pressure to ensure safe and legal operation. The parties shall assure that digital photographs of the equipment are taken at the time of pickup and shared with each party to ensure that any existing damage is documented appropriately.

g. Operations and Safety Manuals.

At the request of the Borrower the Provider shall make a copy of Equipment operation and safety manuals available to Borrower at the time of Equipment pickup.

h. Short-Term Sharing:

The Parties agree to permit Equipment to be used pursuant to this agreement for a time period not to exceed thirty (30) days. Equipment usage that exceeds that timeframe will be reassessed by the parties and requires execution of an additional agreement between the parties.

i. Operator Qualifications.

The Parties agree to permit Equipment to be used only by properly trained, properly licensed and supervised operators. All drivers shall be licensed and shall have a satisfactory driving record. All equipment operators shall be properly trained and qualified to operate the Equipment shared under this Agreement. Borrower shall make available to Provider upon request proof of training, licensing, and qualifications of operator(s).

j. Usage Requirements.

Equipment shared under this Agreement shall be used by Borrower's employees only to conduct official business. Borrowers shall use and operate Equipment only for its intended purpose, in a careful manner and in compliance with all requirements for operation and of any governmental authority having jurisdiction, if applicable. Borrower shall not sublease or allow anyone other than Borrower's employees to use Equipment shared under this Agreement.

k. Borrower Responsible for Charges and Fees.

Borrower is responsible for securing any permits required prior to use of Equipment and is responsible for any forfeitures, fines or other penalties or liens that might be incurred arising from or in connection with Borrower's use, and shall hold the Provider harmless from and against any and all fines, assessments, fees, charges, expenses, penalties and forfeitures incurred in connection with Borrower's use of shared Equipment.

l. Fuel and Operating Fluids.

Borrower shall be responsible for supplying all fuel and other operating fluids used during the period it borrows the Equipment. Provider shall ensure that the fuel tank(s) and other fluid reservoirs are full when Borrower picks up the Equipment, and Borrower shall ensure that the fuel tank(s) and other fluid reservoirs are full when it returns the Equipment to Provider.

m. Maintenance and Repair of Equipment / Responsibility for Damage.

Borrower shall be responsible for performing all required maintenance during the share period, such as fluid level checks and daily pre-trip inspections.

Borrower shall be responsible for the following items during the share period:

1. Tire repair and replacement of any damaged tires that cannot be safely repaired;
2. Replacement of any damaged or worn-out tools such as cutting edges and bits;
3. Replacement of any windows or windshields that are cracked or damaged;
4. Minor repairs and adjustments required to keep the Equipment in safe operating condition during the share period, including but not limited to replacement of defective lighting or mirrors, adjustment of hinges or latches, adding fluids to correct

levels, and adding air to tires. If it is observed that Equipment requires an excessive amount of minor repairs and adjustments as described above, Borrower is to promptly notify Provider of specific issue prior to utilizing Equipment.

Any repairs or replacements made by Borrower pursuant to the requirements of this agreement shall be performed by qualified personnel; specifically, persons or contractors employed by Borrower to maintain and repair Borrower's own fleet equipment.

Borrower shall notify Provider immediately if Provider's Equipment is involved in any accident during the share period.

Notwithstanding anything contained herein to the contrary, Provider shall be responsible for the repair or replacement of Equipment when:

1. Equipment fails during its normal operation due to no fault of the Borrower, and
2. Equipment, is being used as intended by the manufacturer, and
3. Equipment has received all manufacturer required maintenance during its use by the Borrower.

Borrower shall reimburse Provider for the cost of repair or replacement of Equipment when:

1. Operating Equipment outside of its normal operation, and/ or
2. Operating Equipment in a manner not intended by the manufacturer, and/ or
3. Operating Equipment without performing required maintenance, and/or
4. The cost of repairing Equipment damage is due to accidents caused by equipment defects or malfunction.
5. When Borrower is otherwise at fault resulting in the need for the repair or replacement.

Borrower shall be responsible for the cost of repairing all damage to equipment incurred during the share period that is not considered to be normal wear and tear necessitated by misuse or negligent operation.

In cases of equipment damage resulting in a total loss, Borrower shall be responsible for covering the loss. Provider shall submit an invoice to Borrower, for actual cash value for any Equipment determined to be a total loss.

In cases of Equipment damage resulting in a total loss caused by a third party where that party assumes responsibility, Borrower may seek reimbursement from the third party's insurance carrier and Provider shall cooperate with Borrower as necessary to provide any necessary documentation related to such claim.

INSURANCE

During the term of this agreement, each Party will keep in force, at its own expense, liability, property insurance and comprehensive in such amount as is determined by their respective municipality. Information as to insurance coverage shall be provided to other parties as necessary and upon request.

EMPLOYMENT STATUS & LIABILITY

Nothing in this Agreement shall alter the employment status of any employee providing services under this Agreement. Employees shall at all times continue to be subject to all standards of performance, disciplinary rules, and other terms and conditions imposed by their employer. No Party shall be responsible for the direct payment of any salaries, wages, compensation, or benefits of any employee of another Party to this Agreement. Any employee of any Party, while providing services under this Agreement, shall be covered by that Party for purposes of worker's compensation, unemployment insurance, benefits under Chapter 40 of the Wisconsin Statutes, and any civil liability.

For the purposes of third-party claims or lawsuits, each Party shall be solely responsible for its own acts and those of its employees and officers under this Agreement.

Each party hereto agrees to provide liability protection for its officers, employees and agents while acting within the scope of their employment. Subject to any limitations contained in Sec. 893.80 and any similar statute, of the Wisconsin Statutes, each party further agrees to hold all other parties to this Agreement harmless from any and all liability, including claims, demands, losses, costs, damages, and expenses of every kind and description (including death), or damages to person or property arising out of or in connection with or occurring during the course of this agreement where such liability is founded upon or grows out of the acts or omission of any of the officers, employees or agents of the indemnifying party while acting within the scope of their employment.

The parties hereto intend by this indemnification, that each party will be responsible for the acts and omissions of its own officers, employees, agents, contractors, subcontractor and invitees to the extent not caused by, aggravated by, or enhanced by any other party's officers, employees, agents, contractors, subcontractor and invitees.

Further, it is the intention of the parties to this Agreement that each party shall be entitled to rely upon the municipal limitations and immunities available under Wisconsin law, including but not limited to section 345.05, 893.80 and 893.83 of the Wisconsin Statutes and that such damage limits, caps and immunities shall be used to govern all disputes, contractual or otherwise, as they apply to the parties, their agents, officers and employees.

No Party shall be responsible or liable for consequential damages to another Party arising out of providing or using equipment, services, or labor under this Agreement.

GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of Wisconsin.

TERMINATION

Any Party may terminate this Agreement for any reason by giving thirty (30) days' prior written notice to all other Parties. In the event of such termination, all Equipment shall be returned to Provider(s) and the provisions of this Agreement pertaining to responsibility for fees and charges, repair and replacement of equipment, no warranty, and liability and insurance shall remain applicable for any incidents, suits, claims or potential claims relating to this agreement.

ENTIRE AGREEMENT & AMENDMENT

This Agreement represents a complete understanding of the Parties with respect to its subject matter and may not be amended except in writing. The Agreement may be executed in multiple counterparts or duplicate originals, each of which shall constitute and may be deemed as one and the same document.

SIGNATURES

The Municipality/Department signatory certifies that this Equipment Sharing Agreement has been approved by the Municipality and that the signatory is authorized to sign on behalf of the Municipality/Department so that this Agreement is binding upon the Municipality/Department.

[Signatures will be on separate pages]

Attachment A – Departmental Lists of Equipment

- Fire Apparatus
- Ambulances
- Specialized Vehicles
- Special Operations Equipment (Technical Rescue, Hazardous Materials, Dive Rescue)
- Durable Medical Goods (Heart Monitors, Suction Units, Mechanical Chest Compression Units)
- Self-Contained Breathing Apparatus (SCBA's) or other Respiratory Protection Components
- Training Props, Simulators, Manikins, and associated equipment
- Communications Equipment and Components
- Vehicle Extrication Equipment
- Testing and Calibration Equipment
- Other miscellaneous equipment to be mutually agreed upon

Attachment B – Department Liaisons

Jeremy Hansen
Fire Chief
Appleton Fire Department
700 North Drew St.
Appleton, WI 54911

Erick Gerritsen
Fire Chief
Fond du Lac Fire Rescue
815 S. Main St.
Fond du Lac, WI 54935

Todd Sweeney
Fire Chief
Fox Crossing Fire Department
1326 Cold Spring Road
Neenah, WI 54956

*Steve Denzien
Fire Chief
Grand Chute Fire Department
2250 Grand Chute Blvd.
Grand Chute, WI 54913*

*Matthew Knott
Fire Chief
Green Bay Metro Fire Department
501 S. Washington St
Green Bay, WI 54301*

*Jake Carrel
Fire Chief
Kaukauna Fire Department
201 Reaume Ave
Kaukauna, WI 54130*

*Kevin Kloehn
Fire Chief
Neenah-Menasha Fire Rescue
125 Columbian Ave.
Neenah, WI 54956*

*Mike Stanley
Fire Chief
Oshkosh Fire Department
101 Court St.
Oshkosh, WI 54901*

Attachment C – Inventory and Inspection Form

Attachment C – Inventory and Inspection Form

Description of Item(s): _____

General Safety Condition: Excellent: Good: Fair: Poor:

Note: _____

Problem or Repairs Needed:

Note: _____

Other:

Note: _____

Pictures of Equipment Taken: Yes: No: NA:

Inventory Completed: Yes: No: NA:

Inspector Name: _____

Inspector Dept: _____

Receivers Name: _____

Receiver's Dept: _____

Anticipated Return Date: _____

Today's Date: _____



CONTRACT FOR WISCONSIN HAZARDOUS MATERIALS RESPONSE SYSTEM SERVICES

JULY 1, 2023, THROUGH JUNE 30, 2025

Between

STATE OF WISCONSIN
DEPARTMENT OF MILITARY AFFAIRS
DIVISION OF EMERGENCY MANAGEMENT

And

CITY OF APPLETON, WISCONSIN
CITY OF OSHKOSH, WISCONSIN
CITY OF GREEN BAY, WISCONSIN
CITY OF WAUSAU, WISCONSIN
ONEIDA COUNTY, WISCONSIN
CITY OF MARINETTE, WISCONSIN
WAUPACA COUNTY, WISCONSIN
CITY OF MARSHFIELD, WISCONSIN
CITY OF WISCONSIN RAPIDS, WISCONSIN

NORTHEAST WISCONSIN HAZARDOUS MATERIALS TASKFORCE



CONTRACT FOR WISCONSIN HAZARDOUS MATERIALS RESPONSE SYSTEM SERVICES

1.0 General Contract Information

1.1 **Parties:** This contract is between the State of Wisconsin, Department of Military Affairs, Division of Emergency Management on the one hand and the City of Appleton, City of Oshkosh, City of Green Bay, City of Wausau, Oneida County, City of Marinette, Waupaca County, City of Marshfield, and the City of Wisconsin Rapids, also collectively referred to as the Northeast Wisconsin Hazardous Materials Taskforce on the other for the provision of Wisconsin Hazardous Materials Response System services as described herein and authorized under 1991 Wisconsin Act 104, as codified in §323.70 of the Wisconsin Statutes and as further amended.

1.2 Recitals:

WHEREAS to protect life and property against the dangers of emergencies involving Level A releases, the Division may assign and make available for use in any county, city, village, or town a hazardous materials response system.

WHEREAS the Division desires to enter into this Agreement to establish Contractor as part of the Wisconsin Hazardous Materials Response System, and Contractor desires to be so designated and to enter into this Agreement.

HOWEVER, the parties expressly recognize and attest by this Agreement that neither party intends to create or assume fiduciary or other responsibilities to provide for the containment, cleanup, repair, restoration, and investigation of the environment (air, land, and water) in a hazardous materials incident, which named responsibilities are and shall remain the sole obligations of the Wisconsin Department of Natural Resources under Wis. Stat. §§292.11 and 323.60(4).

1.3 **Contract Term:** This Agreement runs for two years, commencing July 1, 2023, and ending on June 30, 2025.

1.4 **Quarterly Basis:** Certain actions are to be taken on a quarterly basis. For the purposes of this Agreement, the quarters are as follows:

First quarter:	July 1 through September 30
Second quarter:	October 1 through December 31
Third quarter:	January 1 through March 31
Fourth quarter:	April 1 through June 30

2.0 **Definitions:** The following definitions are used throughout this Agreement:

Agreement means this Contract, together with the Exhibits. Exhibits include the following:

- Exhibit A Standard Terms and Conditions (Request for Bids/Proposals) DOA-3054 Form
- Exhibit B Northeast Wisconsin Hazardous Materials Taskforce Budget
- Exhibit C Map of Wisconsin Hazardous Materials Response System
- Exhibit D Certificate of Protection in Lieu of an Insurance Policy, as applicable.

State means the State of Wisconsin.

Department means the State of Wisconsin Department of Military Affairs.

Division means the Division of Emergency Management.

Contractor means the City of Appleton, City of Oshkosh, City of Green Bay, City of Wausau, Oneida County, City of Marinette, Waupaca County, City of Marshfield, and the City of Wisconsin Rapids, also collectively referred to as the Northeast Wisconsin Hazardous Materials Taskforce, by which hazardous materials response service or services to Level A releases will be performed under this Agreement.

Emergency means a situation that affects or presents an imminent risk to public health, safety and/or the environment.

Wisconsin Hazardous Materials Taskforce means one of four (4) Taskforces located throughout the State and comprised of Type I, Type II, and Type III hazardous materials teams.

Incident means any actual or imminent threat of release, rupture, fire, or accident that results or has the potential to result in the loss or escape of a hazardous material into the environment.

Level A Release means a release that meets the specifications under Wis. Stat. §323.02(11) of the Wisconsin Statutes.

Type I Hazardous Materials Team includes all Type II and Type III Level A release response capabilities, plus the self-sufficient ability to make entry to and the capability to respond to Weapons of Mass Destruction (WMD) and Chemical, Biological, Radiological, Nuclear, and Explosive (CBRNE) incidents.

Type II Hazardous Materials Team includes all Type III Level A release response capabilities plus the analysis of unknown substances and the capability to make entry to an unknown substance response with the proper number of personnel.

Type III Hazardous Materials Team includes response capabilities to all known chemicals and fuels plus the ability to perform mitigation operations and the capability to make entry for Level A releases and known substances with the proper number of personnel.

Wisconsin Hazardous Materials Response System means the four (4) tiered hazardous materials taskforces comprised of fire departments chosen by the Division to provide Level A hazardous materials response that meets the standards under 29 CFR 1910.120 and/or 29 CFR 1910.134(f), NFPA 472 and 1582, IS 700, ICS 100, 200, 300 and 400, and Wisconsin Firefighter 1.

3.0 Statement of Work

3.1 Services to be provided by Contractor: During the term of this Agreement, the Contractor agrees to provide hazardous materials response system services to Level A releases through the use of designated Type I, Type II, and Type III Hazardous Materials Teams making up four (4) Taskforce areas throughout the State of Wisconsin as described in Exhibit C, attached hereto and incorporated by reference herein. This Agreement does not include response to Type IV incidents which are locally defined and handled by the authority having jurisdiction.

Contractor's response activities under this Agreement shall be limited to emergency operations relating to hazardous material incidents, reporting and documentation of activities arising from hazardous materials releases/incidents which threaten life, property and/or the environment. Contractor shall not provide under this Agreement any services with respect to the sampling, testing, analysis, treatment, removal, remediation, recovery, packaging, monitoring, transportation, movement of hazardous materials, cleanup, storage and disposal of hazardous materials except as these may be reasonably necessary and incidental to preventing a release or threat of release of a hazardous material or in stabilizing the emergency response incident, as determined by the Contractor.

Contractor shall establish safety perimeters at or near sites and vessels. Contractor shall not be required to locate underground utilities, ensure appropriate traffic control services, conduct hydrological investigations and analysis, or provide testing, removal, and disposal of underground storage tanks at or near the emergency response incident to which the Contractor is dispatched.

The Division and Contractor make no representations to third parties with regard to the ultimate outcome of the services to be provided under this Agreement, but Contractor shall respond to the best of its abilities, subject to the terms of this Agreement.

3.2 Performance Conditions: Contractor acknowledges that prior to undertaking any emergency response activity under this Agreement, Contractor shall receive written

approval from the Division to proceed with response activities. A Contractor that has previously been providing services under a regional hazardous materials response system agreement with the Division is considered to have received written approval to proceed with response activities. Division approval shall be conditioned upon the Contractor demonstrating to the Division that its employees, equipment and vehicles meet or exceed applicable regulatory requirements.

- 3.3 **Personnel:** Contractor shall provide an adequate number of trained, medically monitored, competent, and supervised personnel as established by the Division and as is reasonably necessary to operate within the safety levels of the Wisconsin Hazardous Materials Response System. Contractor shall meet the standards under 29 CFR 1910.120 and/or 29 CFR 1910.134(f), NFPA 471, 472 and 1582, IS 700, ICS 100, 200, 300 and 400, and Wisconsin Firefighter 1 certification.
- 3.4 **Vehicles and Equipment:** Contractor shall limit its activities to that which can be safely accomplished within the technical limitations of the available vehicles and equipment. Contractor may use equipment and vehicles provided by the Division for Contractor's local use, except as follows. Contractor agrees that in the event of multiple responses, said equipment that is already not committed to a prior response shall be used on a priority basis to respond to a hazardous materials release. Contractor shall provide the Division with a current listing of its equipment assets including the manufacturer, date of purchase, and calibration requirements within 30 days after this Agreement is fully executed and annually thereafter.
- 3.5 **Vehicle and Equipment Use Limitations:** This Agreement in no way limits the Contractor from responding with Division-provided vehicles, equipment, and supplies under local authority, mutual aid agreements, or other contracts under local authority.
- 3.6 **Response Procedures and Limitations:** Contractor recognizes that its obligations under this Agreement are paramount to the State of Wisconsin. Contractor agrees that if local fire response obligations in Contractor's own jurisdiction create limits or unavailable resources, Contractor will seek aid from local jurisdictions to assist in local fire response obligations in Contractor's own jurisdiction.

Contractor's obligation to provide services hereunder shall arise, with respect to specific response actions, upon receipt of an emergency response request pursuant to mutually approved Standard Operating Guidelines provided in Subsection 3.8. These guidelines will be maintained in a mutual aid support system that will be used to assess readiness.

- 3.7 **Right of Refusal:** If, on occasion, a response under this Agreement would temporarily place a verifiable undue burden on the Contractor because Contractor's resources are otherwise inadequate or unavailable and mutual aid is unavailable for a hazardous materials response within the State, then, if notice has been provided

to the Division, the Contractor may decline a request for hazardous material response system services.

- 3.8 **Standard Operating Guidelines:** Contractor and Division agree that hazardous materials response system operations will be conducted in accordance with Wisconsin Hazardous Materials Response System Operations Plan, and "Call Out Procedure" that will be mutually approved by the parties to this Agreement.
- 3.9 **Mutual Aid Box Alarm System (MABAS):** Contractor is highly encouraged to participate in the MABAS-WI program. At a minimum and absent MABAS-WI participation, Contractor will be qualified and credentialed under all NIMS standards for hazardous materials.
- 3.10 **Standardized Equipment Reports:** In order to prepare, plan, and respond to the dangers of emergencies involving Level A releases, the Division shall require standardized equipment purchases and inventory for the Wisconsin Hazardous Materials Response System. Contractor shall update, on an annual basis, the Standardized Equipment that provides a current inventory of all hazardous materials equipment assets including but not limited to the manufacturer, date of purchase, and calibration requirements. The Contractor will input equipment inventory on the Division's secure ImageTrend Elite website, <https://wisconsinfire.imagetrendelite.com/elite/organizationwisconsinfire/> or equivalent. The annual Equipment Inventory shall be updated after January 1, or when new equipment is added during the calendar year. Failure to submit timely Equipment Inventory may result in the withholding of quarterly Annual Allocation payments provided for under this Agreement.
- 3.11 **Operating Expenditure Reports:** In order to prepare, plan, and respond to the dangers of emergencies involving Level A releases, the Division shall collect standardized operating expenditure information from Contractor including but not limited to wages and stipend costs. Contractor shall provide the Division, on a quarterly basis, with an Operating Expenditure Report that provides a current listing of its hazardous materials team operating expenditures on an electronic spreadsheet developed by the Division. The Division will input Contractor's operating expenditures on the Division's secure WebEOC website located at wi.webeocasp.com, or equivalent. The quarterly Operating Expenditure Reports shall be provided to the Division no later than thirty (30) days after the end of each quarter. Failure to submit timely Operating Expenditure Reports may result in the withholding of quarterly payments under this Agreement until such report is received.
- 3.12 **Hazardous Materials Incident Reporting:** To prepare, plan, and respond to the dangers of emergencies involving Level A releases, the Division shall collect accurate, actual, and standardized hazardous materials assist and response data. Further, Contractor shall report all hazardous materials incidents (local/county or

State) on the Division's secure ImageTrend Elite website, <https://wisconsinfire.imagetrendelite.com/elite/organizationwisconsinfire/> or equivalent. The Hazardous Materials Incident Report shall be completed and submitted no later than five (5) business days after the end of the incident. Failure to submit timely Hazardous Materials Incident Reports may result in the withholding of quarterly payments under this Agreement until the report is submitted.

- 3.13 **Wisconsin Hazardous Material Response System Member Rosters:** Under Subsection 5.11, members of the Wisconsin Hazardous Materials Response System are considered state employees for worker's compensation purposes. It is paramount that the Division has a current listing of all members in order to ensure coverage. Contractor shall provide the Division, on a quarterly basis, with a current listing of its members on an electronic spreadsheet developed by the Division. Failure to submit timely member rosters may result in the withholding of quarterly payments under this Agreement.

4.0 Advisory Committee

- 4.1 There are currently four agreements establishing separate Wisconsin hazardous materials taskforces. Section 4 of each such agreement authorizes the creation of a committee that will advise the Division on matters relating to the exercise of the Division's discretion.
- 4.2 The committee shall be advisory only.
- 4.3 Committee membership shall be made up of two representatives from each type of team (Type 1, Type 2 and Type 3) and one at-large representative.
- 4.4 Membership may be drawn from any of the contractors of any of the four taskforces.
- 4.5 The members of the advisory committee shall be appointed by the Board of Directors of the Wisconsin State Fire Chiefs Association.

5.0 Contractor Annual Allocation, Reimbursement, and Grants

There are two types of Contractor funding under this Agreement: (1) Annual Allocation based on the Type I, Type II or Type III Level A release capabilities provided by Contractor and (2) Team Response Costs. Each of these is discussed below.

- 5.1 **Annual Allocation and Quarterly Payments:** As provided under Wis. Stat. §323.70(2) of the Wisconsin Statutes, Contractor will be subsidized annually, commencing 7/1/2023 and for State Fiscal Years 2022/2023 through 2023/2024, under this Agreement for its approved annual allocation as described in "Exhibit B",

attached, and incorporated by reference. The payments shall be made to Contractor on a quarterly basis, with the first payment to be made at the end of the first quarter, if all required quarterly reports have been submitted for the quarter at issue and if the Agreement has not been terminated or canceled with respect to the Contractor. If the Agreement has been terminated or canceled with respect to the Contractor prior to the end of the Agreement, payment of annual allocations will be made pursuant to Section 8.8. Funding amounts will be based by Type I, Type II, and Type III Hazardous Materials Team designation. The Annual Allocation is intended to cover direct and indirect costs necessary to ensure the proper number of trained personnel per shift depending on the type of response, a stipend per response system member as well as baseline, maintenance, and exit physicals for each response system member. Quarterly Annual Allocation payments to Contractor shall be made from the appropriation account under Wis. Stat. § 20.465(3)(dd) of the Wisconsin Statutes.

- 5.1.1 Funds allocated under Subsection 5.1 of this Agreement shall supplement existing, budgeted monies of the Contractor to provide the services specified herein and may not be used to replace, decrease, or release for alternative purposes the existing, budgeted monies of or provided to the Contractor.

Further, funds allocated under Subsection 5.1 of this Agreement shall not be used by Contractor to supplement, offset, replace, decrease, or release any budgetary obligations for other municipal departments not directly connected to this Agreement.

5.2 **Northeast Wisconsin Hazardous Materials Taskforce Response Costs and Reimbursement:**

- 5.2.1 Pursuant to Wis. Stat. §323.70(3) of the Wisconsin Statutes and as set forth in this Section 5.2.1, Contractor shall be reimbursed for reasonable and necessary response costs and expenses incurred in responding to an emergency involving a Level A release or potential Level A release pursuant to this Agreement.

Taskforce response costs may include, but are not limited to:

(1) Reimbursement for use of Vehicle(s) and Apparatus: Contractor shall be reimbursed for the approved use of its vehicles and equipment at FEMA-established rates.

(2) Personnel Expenses: Contractor's team response personnel expenses which are approved and authorized under this Agreement are reimbursable at the rates described as follows:

- a) For full-time fire departments, at the actual cost of personnel expenses.

b) For part-time and volunteer fire departments or team personnel, at the average over-time hourly rates for the three geographically nearest full-time fire departments.

Team response personnel expenses shall be billed to the nearest one-fourth (1/4) hour work period. Personnel expenses may reflect replacement personnel costs and indirect charges/costs for wage, fringe, death, and duty disability retirement benefits.

(3) Emergency Expenses: Contractor's necessary and reasonable emergency expenses related to services rendered under this Agreement are reimbursable. All such expenses must be based on actual expenditures and fully documented by the Contractor. The Division reserves the right to deny any reimbursement of unjustifiable Contractor expenditures.

5.2.2 If the Division determines that an emergency requiring a response per this Agreement existed, the Division will issue reimbursement for response costs to Contractor within 60 days after receiving a complete application for reimbursement from Contractor on a form prescribed by the Division, but only if the completed application is received by the Division within 45 days after the conclusion of deployment for a response under this Agreement.

5.3 **Training Costs**: In addition to the Annual Allocation, funding may be available to Contractor through the Division's training and equipment grants. Applications shall be made via "E-Grants" and will be available to Contractor based upon established criteria. The Division makes no representations that funding will be available to any or all parties.

5.4 **Duty Disability Premium Increases**: The Division shall reimburse Contractor for costs incurred by Contractor for any increase in contributions for duty disability premiums as set forth in Wis. Stat. § 323.70(3m) for employees who received duty disability benefits because of an injury incurred while performing duties as a member of the Northeast Wisconsin Hazardous Materials Taskforce while engaging in a response to a Level A emergency under this Agreement.

5.5 **Standard Equipment Purchases and Cache**: The Division intends to standardize equipment purchases for the Wisconsin Hazardous Materials Response System. Contractor shall provide the Division with a current listing of its equipment assets including the manufacturer, date of purchase, and calibration requirements. The Division will develop a standardized equipment list including vendor information.

Contractor may make equipment purchase requests to the Division by submitting an "E-Grants" request with supporting documentation. The Division makes no representations that funding will be available to all parties.

The Division intends to develop and maintain an equipment cache. When developed, Contractor may borrow specific equipment from the equipment cache in the event of an equipment failure requiring repair of Contractor's equipment.

- 5.6 **Minimum Appropriation:** The Division has requested in its State Fiscal Years 2023-2025 budget a sum to cover the annual allocation for those fiscal years as described in "Exhibit B" to this Agreement. If at least that amount is appropriated, then that amount shall be the minimum amount payable annually to response teams, with any additional amounts that might be appropriated payable pro rata to the response teams as part of the annual allocation. The minimum contract annual allocation does not, however, include Contractor's response costs as specified in Subsection 5.2 of this Agreement.
- 5.7 **Full Payment and Release:** The Division's reimbursement(s) shall be full payment for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work authorized under this Agreement. Acceptance of payment by the Contractor shall operate as a release of the Division of all claims by Contractor for reimbursement of its response costs.
- 5.8 **Approval:** Contractor, when acting under this Agreement, may not participate in an emergency response to a Level A release without following the Division-approved "Call Out Procedure." Contractor agrees to make reasonable and good faith efforts to minimize costs.
- 5.9 **Retirement System Status and Tax Payments:** Contractor and its employees are not entitled under this Agreement to Division contribution to any retirement benefit or other benefit offered by Contractor or the State. Contractor shall be responsible for payment/withholding of any applicable federal, Social Security and State taxes.
- 5.10 **Worker's Compensation:** A member of the Northeast Wisconsin Hazardous Materials Taskforce who is acting under the scope of this Agreement is an employee of the State for purposes of worker's compensation under §323.70(5) of the Wisconsin Statutes. For all other purposes, the member remains Contractor's employee.
- 5.11 **Payment of Contractor's Obligations:** Contractor agrees to make payment promptly, as just, due, and payable to all persons furnishing services, equipment or supplies to Contractor. If Contractor fails, neglects, or refuses to pay any such claims as they become due and for which the Division may be held liable, the proper officer(s) representing the Division, after ascertaining that the claims are just, due and payable, may, but shall not be required to, pay the claim and charge the amount of the payment against funds due Contractor under this Agreement. The payment of claims in this manner shall not relieve Contractor of any duty with respect to any unpaid claims.

- 5.12 **Dual Payment:** Contractor shall not be compensated for work performed under this Agreement by any state agency or person(s) responsible for causing a hazardous materials emergency except as approved and authorized under this Agreement.
- 5.13 **Taskforce Members:** Members of the Northeast Wisconsin Hazardous Materials Taskforce are firefighters and therefore are considered protective occupation employees.

6.0 Liability and Indemnity

Nothing contained in this Agreement is intended to limit any immunities and rights of any party available under Wis. Stat. §§ 345.05, 893.80, 893.82 and 895.46 or any other constitutional or statutory provision or common law. Such immunities and rights are expressly reserved to the parties.

- 6.1 **Scope:** During operations authorized by this Agreement, Contractor employees who are part of Contractor's emergency management program shall be agents of the State and protected and defended against tort liability under Wis. Stat. §323.41. For purposes of Wis. Stat. § 895.46(1), members of the Northeast Wisconsin Hazardous Materials Taskforce shall, during authorized operations, be considered agents of the State and the State will indemnify such employees as required under Wis. Stat. § 895.46(1). For purposes of this section, operations means activities, including travel, directly related to a particular emergency response involving a hazardous material response/incident by a hazardous materials response system team. Operations also include specialized training activities provided under this Agreement to the members of a hazardous materials response system team.
- 6.2 **Civil liability exemption; hazardous material and local emergency response team:** Under Wis. Stat. § 895.483(1), a Hazardous Materials Taskforce, a member of such a Taskforce, and a local agency, as defined in Wis. Stat. § 323.70(1)(b), that contracts with the Division under Wis. Stat. § 323.70 are immune from civil liability for acts or omissions related to carrying out responsibilities under this Agreement.

7.0 Insurance Provisions

- 7.1 **General Liability Insurance:** Contractor shall maintain, at its own expense, and keep in effect during the term of this Agreement, commercial liability, bodily injury and property damage insurance against any claim(s) which might occur in carrying out this Agreement. Minimum coverage is one million (\$1,000,000) liability for bodily injury and property damage including products liability and completed operations. The State reserves the right to require higher or lower limits where warranted.

If Contractor is self-insured or uninsured, a Certificate of Protection in Lieu of an Insurance Policy shall be submitted to the Division certifying that Contractor is

protected by a Self-Funded Liability and Property Program or alternative funding source(s), attached hereto as "Exhibit D".

- 7.2 **Automobile Liability:** Contractor shall obtain and keep in effect automobile liability insurance for all owned, non-owned and hired vehicles that are used in carrying out this Agreement. This coverage may be written in combination with the commercial liability and property damage insurance mentioned in Subsection 7.1. Minimum coverage shall be one million (\$1,000,000) per occurrence combined single limit for automobile liability and property damage. The State reserves the right to require higher or lower limits where warranted.

If Contractor is self-insured or uninsured, a Certificate of Protection in Lieu of an Insurance Policy shall be submitted to the Division certifying that Contractor is protected by a Self-Funded Liability and Property Program, or alternative funding source(s) attached hereto as "Exhibit D".

- 7.3 **Notice of Cancellation or Change:** Contractor agrees that there shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 30 days' written notice to the Division.

- 7.4 **Certificate(s) of Insurance:** As evidence of the insurance coverage required by this Agreement, Contractor shall provide to the Wisconsin Department of Military Affairs' General Counsel an insurance certificate indicating this coverage, countersigned by an insurer licensed to do business in Wisconsin, covering the period of the Agreement or, if self-insured or uninsured, a Certificate of Protection in Lieu of Insurance Policy prior to commencement of this Agreement and annually thereafter.

8.0 **Standard Contract Terms, Conditions and Requirements**

- 8.1 **Disclosure of Independence and Relationship:** Contractor certifies that no relationship exists between its membership in the Hazardous Materials Response System, the State, or the Division that interferes with fair competition or is a conflict of interest, and no relationship exists between the Contractor and its employees and another person or organization that constitutes a conflict of interest with respect to a state contract.

Contractor agrees as part of this Agreement that, during performance of this Agreement, it will neither provide contractual services nor enter into any agreement to provide services to a person or organization that is regulated or funded by the Wisconsin Department of Military Affairs or has interests that are adverse to the Department.

The Department of Administration may waive the provisions of the previous two paragraphs, in writing, if those activities of the Contractor will not be adverse to the

interests of the State.

- 8.2 **Dual Employment:** Section 16.417 of the Wisconsin Statutes prohibits an individual who is a state employee or who is retained as a consultant full-time by a state agency from being retained as a consultant by the same or another agency where the individual receives more than \$12,000 as compensation. This prohibition applies only to individuals and does not include corporations or partnerships.
- 8.3 **Employment:** Contractor will not engage the service of any person or persons now employed by the State, including any department, commission, or board thereof, to provide services relating to this Agreement without the written consent of the employer of such person or persons and the Department of Military Affairs and the Division.
- 8.4 **Conflict of interest:** Private and non-profit corporations are bound by Wis. Stat. §§ 180.0831 and 181.225 regarding conflicts of interest by directors in the conduct of state contracts.
- 8.5 **Recordkeeping and Record Retention:** The Contractor shall establish and maintain adequate records of all expenditures incurred under the Agreement. All records must be kept in accordance with generally accepted accounting principles and be consistent with federal and state laws and local ordinances. The Division, the federal government, and their duly authorized representatives shall have the right to audit, review, examine, copy and transcribe any pertinent records or documents relating to any contract resulting from this Agreement held by Contractor. The Contractor shall retain all documents applicable to the Agreement for a period of not less than six (6) years after the final payment is made or longer where required by law.
- 8.6 **Taskforce Member Removal:** If an individual Northeast Hazardous Materials Taskforce member is substantiated to have been negligent or unresponsive with respect to the requirements under this Agreement, the Division, after consultation with Contractor and Contractor's Fire Commission/Board, may recommend the removal of this member from the Taskforce. A request by the Division to dismiss a Taskforce member shall not constitute an order to discipline or discharge the employee. All actions taken by the Contractor and/or fire department management with regard to employee discipline shall be at the sole discretion of the Contractor and/or fire department management.
- 8.7 **Hold Harmless:** Contractor will indemnify, defend against, and hold harmless the Division of Emergency Management, the Department of Military Affairs, and the State of Wisconsin for any claims arising from any disputes any Local Agency may have with its employees. This shall include, but not be limited to, charges of discrimination, harassment, and discharge without just cause.

8.8 Termination of Agreement:

Contractor may terminate this Agreement at will by delivering ninety (90) days' written notice to the Division of intent to terminate, during which 90-day period Contractor must continue to provide services under the Agreement. If the Agreement terminates at the end of a quarter based on Contractor's 90-day notice of termination, Contractor will be paid its quarterly payment from the Annual Allocation, but no further Annual Allocation payments will be made. If the Agreement terminates during a quarter based on Contractor's 90-day notice of termination, Contractor will be paid a prorated amount of its Annual Allocation for that quarter, but no further Annual Allocation payments will be made.

The Division may terminate this Agreement at will effective upon delivery of written notice to the Contractor, under any of the following conditions:

- (1) Division funding from federal, state, or other sources is not obtained and/or continued at levels sufficient to allow for payments under this Agreement.
- (2) Federal or state laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement or are no longer eligible for the funding proposed for payments by this Agreement.
- (3) Any license or certification required by law or regulation to be held by the Contractor to provide the services required by this Agreement is for any reason denied, revoked, or not renewed.
- (4) Failure of Contractor to comply with the terms, conditions, and specifications of the Agreement.

Any termination of the Agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination, except as provided elsewhere in the Agreement.

- 8.9 **Cancellation:** The continuation of payments under this Agreement beyond the limits of the funds already available is contingent upon the future availability of funds to support such payments. The State of Wisconsin reserves the right to immediately cancel any contract in whole or in part without penalty due to non-appropriation of funds. Upon cancellation, response costs and expenses incurred up to that date will be reimbursed to the extent of recovery from the Responsible Party and any appropriated amounts available and a prorated amount of annual allocations will be made to the extent funds have been appropriated.

8.10 **Prime Contractor and Minority Business Subcontractors:** In the event Contractor subcontracts for supplies and/or services, any subcontractor must abide by all terms and conditions of the Agreement. The Contractor shall be responsible for performance of services authorized by this Agreement whether or not subcontractors are used.

Contractor is encouraged to purchase services and supplies when/if applicable from minority businesses certified by the Wisconsin Department of Development, Bureau of Minority Business Development.

8.11 **Executed Contract to Constitute Entire Agreement:** The written Agreement with referenced Exhibits and attachments shall constitute the entire agreement of the parties regarding the subject matter of the Agreement and supersedes all prior discussions, negotiations, and agreements, written or oral, with respect to the subject matter of this Agreement.

8.12 **News Releases:** News releases pertaining to the negotiation of this Agreement shall not be made without the prior approval of the Division.

8.13 **Applicable Law:** This Agreement shall be governed under the laws of the State of Wisconsin. The Contractor and State shall at all times comply with and observe all federal and state laws, rules and regulations and ordinances which are in effect during the period of this Agreement, and which may in any manner affect performance of obligations under this Agreement.

8.14 **Assignment:** No right or duty, in whole or in part, of the Contractor under this Agreement may be assigned or delegated without the prior written consent of the State of Wisconsin.

8.15 **Successors in Interest:** The provisions of the Agreement shall be binding upon and shall inure to the benefit of the parties to the Agreement and their respective successors and assigns.

8.16 **Notifications:** Contractor shall immediately report by telephone and in writing any demand, request, or occurrence that reasonably may give rise to a claim against the State, its officers, Divisions, agents, employees, and members. Such reports shall be directed to:

ATTN: Administrator
Division of Emergency Management
WI Dept. of Military Affairs
PO Box 7865
Madison, WI 53707-7865
Telephone #: (608) 242-3232
FAX #: (608) 242-3247

Copies of such written reports shall also be sent to:

ATTN: State General Counsel
WI Dept. of Military Affairs
PO Box 8111
Madison, WI 53708-8111

- 8.17 **Severability:** If any provision of this Agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected. The rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
- 8.18 **Amendments:** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended in any manner whatsoever without prior written approval of Division and Contractor and approval, by passive review or otherwise, of the Wisconsin Joint Committee on Finance. In the event additional funding is provided for the four taskforces (Northwest, Northeast, Southwest and Southeast) as a group, the provisions in this Agreement and the agreements establishing the three other taskforces regarding payment to contractors shall be modified by written agreement of the parties to reflect the additional funding consistent with any legislative directive.
- 8.19 **Approval Authority:** Contractor's representatives certify by their signature below that they have the necessary and lawful authority to enter into contracts and agreements on behalf of the Contractor.
- 8.20 **Insufficient Funds:** The obligation of the Contractor under this Agreement is contingent upon the availability and allotment of funds by the Division to Contractor and Contractor may, upon thirty (30) days prior written notice, terminate this contract if funds are not available.
- 8.21 **No Waiver:** No failure to exercise, and no delay in exercising, any right, power or remedy, including payment, under this Agreement, on the part of the Division, State, or Contractor, shall operate as a waiver of it, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise of it or the exercise of any other right, power or remedy. No express waiver shall affect any event or default other than the event or default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided by the Division, State, or Contractor, in the written waiver. 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.

- 8.22 **Construction of Agreement:** This Agreement is intended to be solely between the parties. 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 employees of either of the parties.
- 8.23 **Disparity:** In the event of a discrepancy, difference or disparity in the terms, conditions or language contained in the Agreement, on the one hand, and its Exhibits on the other, it is agreed between the parties that the language in Exhibit A to this Agreement, shall control.
- 8.24 **Amendment to Comply with Law.** If any laws are enacted that affect the subject matter of this Agreement, the Parties agree to amend this Agreement to reflect the substance of such laws as soon as practicable. Such amendment must first be submitted to the Joint Finance Committee for passive or actual approval prior to being fully executed.
- 8.25 **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed the original, but all of which together shall constitute one and the same instrument.

Approving Signatures:

ON BEHALF OF THE DIVISION OF EMERGENCY MANAGEMENT (DIVISION)

Dated this ____ day of _____, 2023.

Greg Engle, Division Administrator

On Behalf of the City of Appleton
A Municipal Corporation

Dated this ____ day of _____, 2023

Signature: _____
Printed Name: Jacob A. Woodford
Title: Mayor
Address: 100 North Appleton Street
City/State: Appleton, WI Zip: 54911

On Behalf of the City of Appleton

Dated this ____ day of _____, 2023

Signature: _____
Printed Name: Kami Lynch
Title: City Clerk
Address: 100 North Appleton Street
City/State: Appleton, WI Zip: 54911

On Behalf of the City of Appleton

Dated this ____ day of _____, 2023

Signature: _____
Printed Name: Jeri A. Ohman
Title: Finance Director
Address: 100 North Appleton Street
City/State: Appleton, WI Zip: 54911

Approved as to form:

Dated this ____ day of _____, 2023

Signature: _____
Printed Name: Christopher R. Behrens
Title: City Attorney
Address: 100 North Appleton Street
City/State: Appleton, WI Zip: 54911

On Behalf of the City of Appleton Fire Department

Dated this ____ day of _____, 2023

Signature: _____
Printed Name: Jeremy Hansen
Title: Fire Chief
Address: 700 North Drew Street
City/State: Appleton, WI Zip: 54911

On Behalf of the City of Oshkosh
A Municipal Corporation

Dated this ____ day of _____, 2023

Signature: _____

Printed Name: Mark Rohloff

Title: City Manager

Address: 215 Church Avenue

City/State: Oshkosh, WI Zip: 54903

On Behalf of the City of Oshkosh

Dated this ____ day of _____, 2023

Signature: _____

Printed Name: Diane Bartlett

Title: City Clerk

Address: 215 Church Avenue

City/State: Oshkosh, WI Zip: 54903

Approved as to form:

Dated this ____ day of _____, 2023

Signature: _____

Printed Name: Lynn Lorensen

Title: City Attorney

Address: 215 Church Avenue

City/State: Oshkosh, WI Zip: 54903

On Behalf of the City of Green Bay
A Municipal Corporation

Dated this ____ day of _____, 2023

Signature: _____

Printed Name: Eric Genrich

Title: Mayor

Address: 100 North Jefferson Street

City/State: Green Bay, WI Zip: 54301

On Behalf of the City of Green Bay

Dated this ____ day of _____, 2023

Signature: _____

Printed Name: Celestine Jeffreys

Title: City Clerk

Address: 100 North Jefferson Street

City/State: Green Bay, WI Zip: 54301

On Behalf of the City of Wausau
A Municipal Corporation

Dated this ____ day of _____, 2023

Signature: _____

Printed Name: Katie Rosenberg

Title: Mayor

Address: 407 Grant Street

City/State: Wausau, WI Zip: 54403

On Behalf of the City of Wausau

Dated this ____ day of _____, 2023

Signature: _____

Printed Name: Kaitlyn Bernarde

Title: City Clerk

Address: 407 Grant Street

City/State: Wausau, WI Zip: 54403

On Behalf of the City of Wausau Fire Department

Dated this ____ day of _____, 2023

Signature: _____

Printed Name: Robert Barteck

Title: Fire Chief

Address: 606 East Thomas Street

City/State: Wausau, WI Zip: 54403

On Behalf of Oneida County

Dated this ____ day of _____, 2023

Signature: _____

**Printed Name: Scott Holewinski
Title: County Board Chair
Address: PO Box 1245
City/State: Rhinelander, WI Zip: 54501**

Dated this ____ day of _____, 2023

Signature: _____

**Printed Name: Steven Schreier
Title: Public Safety Committee Chair
Address: PO Box 1245
City/State: Rhinelander, WI Zip: 54501**

On Behalf of the City of Marinette
A Municipal Corporation

Dated this ____ day of _____, 2023

Signature: _____
Printed Name: Steve Genisot
Title: Mayor
Address: 1905 Hall Avenue
City/State: Marinette, WI Zip: 54143

On Behalf of the City of Marinette

Dated this ____ day of _____, 2023

Signature: _____
Printed Name: Lana Bero
Title: City Clerk
Address: 1905 Hall Avenue
City/State: Marinette, WI Zip: 54143

On Behalf of the City of Marinette

Dated this ____ day of _____, 2023

Signature: _____
Printed Name: Jacqueline Miller
Title: City Treasurer and Finance Director
Address: 1905 Hall Avenue
City/State: Marinette, WI Zip: 54143

On Behalf of the City of Marinette Fire Department

Dated this ____ day of _____, 2023

Signature: _____

Printed Name: Jay Heckel

Title: Fire Chief

Address: 1450 Main Street

City/State: Marinette, WI Zip: 53143

Approved as to form:

Dated this ____ day of _____, 2023

Signature: _____

Printed Name: Robert Gagan

Title: City Attorney

Address: 1905 Hall Avenue

City/State: Marinette, WI Zip: 54143

On Behalf of Waupaca County

Dated this ____ day of _____, 2023

Signature: _____

**Printed Name: Dick Koeppen
Title: County Board Chairperson
Address: 811 Harding Street
City/State: Waupaca, WI Zip: 54981**

Dated this ____ day of _____, 2023

Signature: _____

**Printed Name: Mark Sether
Title: County Treasurer
Address: 811 Harding Street
City/State: Waupaca, WI Zip: 54981**

Approved as to form:

Dated this ____ day of _____, 2023

Signature: _____

**Printed Name: Diane Meulemans
Title: Corporation Counsel
Address: 811 Harding Street
City/State: Waupaca, WI Zip: 54981**

On Behalf of the City of Marshfield
A Municipal Corporation

Dated this ____ day of _____, 2023

Signature: _____
Printed Name: Lois TeStrake
Title: Mayor
Address: 207 West 6th Street
City/State: Marshfield, WI **Zip:** 54449

On Behalf of the City of Marshfield

Dated this ____ day of _____, 2023

Signature: _____
Printed Name: Jessica Schiferl
Title: City Clerk
Address: 207 West 6th Street
City/State: Marshfield, WI **Zip:** 54449

On Behalf of the City of Marshfield

Dated this ____ day of _____, 2023

Signature: _____
Printed Name: Jennifer Selenske
Title: Finance Director
Address: 207 West 6th Street
City/State: Marshfield, WI **Zip:** 54449

On Behalf of the City of Marshfield Fire Department

Dated this ____ day of _____, 2023

Signature: _____

Printed Name: Peter Fletty

Title: Fire Chief

Address: 207 West 6th Street

City/State: Marshfield, WI Zip: 54449

**On Behalf of the City of Wisconsin Rapids
A Municipal Corporation**

Dated This _____ day of _____, 2023

Signature _____

**Printed Name: Shane Blaser
Title: Mayor
Address: 444 West Grand Avenue
City/State: Wisconsin Rapids, WI Zip: 54495**

On behalf of the City of Wisconsin Rapids

Dated this _____ day of _____, 2023

Signature: _____

**Printed Name: Jennifer Gossick
Title: City Clerk
Address: 444 West Grand Avenue
City/State: Wisconsin Rapids WI, Zip: 54495**

On behalf of the City of Wisconsin Rapids

Dated this _____ Day of _____, 2023

Signature: _____

**Printed Name:
Title: Finance Director
Address: 444 West Grand Avenue
City/State: Wisconsin Rapids, WI Zip: 54495**

On Behalf of the city of Wisconsin Rapids Fire Department

Dated this _____ day of _____, 2023

Signature: _____

Printed Name: Todd Eckes

Title: Fire Chief

Address: 1511 12th Street South

City/State/ Wisconsin Rapids WI Zip: 54494

Exhibit A

- 1.0 GUARANTEED DELIVERY:** Failure of the Contractor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the Contractor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include the administrative costs.
- 2.0 APPLICABLE LAW AND COMPLIANCE:** This contract shall be governed under the laws of the State of Wisconsin. The contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct. The State of Wisconsin reserves the right to cancel this contract if the contractor fails to follow the requirements of Wis. Stat. § 77.66, and related statutes regarding certification for collection of sales and use tax. The State of Wisconsin also reserves the right to cancel this contract with any federally debarred contractor or a contractor that is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.
- 3.0 ANTITRUST ASSIGNMENT:** The contractor and the State of Wisconsin recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Wisconsin (purchaser). Therefore, the Contractor hereby assigns to the State of Wisconsin any and all claims for such overcharges as to goods, materials or services purchased in connection with this contract.
- 4.0 ASSIGNMENT:** No right or duty in whole or in part of the contractor under this contract may be assigned or delegated without the prior written consent of the State of Wisconsin.
- 5.0 NONDISCRIMINATION:** In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in Wis. Stat. §. 51.01(5), sexual orientation as defined in Wis. Stat. § 111.32(13m) or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor is exempt from having to file an affirmative action plan but must request the exemption within fifteen (15) working days from

the date the Agreement is fully executed.

- 5.1** The contractor agrees to post in conspicuous places, available for employees and applicants for employment, a notice to be provided by the contracting state agency that sets forth the provisions of the State of Wisconsin's nondiscrimination law.
- 5.2** Failure to comply with the conditions of this clause may result in the contractor's becoming declared an "ineligible" contractor, termination of the contract, or withholding of payment.
- 5.3** Pursuant to s. 16.75(10p), Wis. Stats., contractor agrees it is not, and will not for the duration of the contract, engage in a prohibited boycott of the State of Israel as defined in s. 20.931(1)(b). State agencies and authorities may not execute a contract and reserve the right to terminate an existing contract with a company that is not compliant with this provision. This provision applies to contracts valued \$100,000 or over.
- 5.4** Pursuant to 2019 Wisconsin Executive Order 1, contractor agrees it will hire only on the basis of merit and will not discriminate against any persons performing a contract, subcontract or grant because of military or veteran status, gender identity or expression, marital or familial status, genetic information or political affiliation.
- 6.0** **CANCELLATION:** The State of Wisconsin reserves the right to cancel any contract in whole or in part without penalty due to non-appropriation of funds or for failure of the contractor to comply with terms, conditions, and specifications of this contract.
- 7.0** **VENDOR TAX DELINQUENCY:** Vendors who have a delinquent Wisconsin tax liability may have their payments offset by the State of Wisconsin.
- 8.0** **PUBLIC RECORDS ACCESS:** Pursuant to Wis. Stat. §19.36 (3), all records of the contractor that are produced or collected under this contract are subject to disclosure pursuant to a public records request. Upon receipt of notice from the State of Wisconsin of a public records request for records produced or collected under this contract, the contractor shall promptly provide the requested records to the contracting agency. Contractor agrees to contact the State promptly upon receiving a request for information under the public records law and comply with the State's instructions on how to respond to the request. The contractor, following final payment, shall retain all records produced or collected under this contract for six (6) years.

9.0 DISCLOSURE: If a state public official (Wis. Stat.§ 19.42), a member of a state public official's immediate family, or any organization in which a state public official or a member of the official's immediate family owns or controls a ten percent (10%) interest, is a party to this agreement, and if this agreement involves payment of more than three thousand dollars (\$3,000) within a twelve (12) month period, this contract is voidable by the state unless appropriate disclosure is made according to Wis. Stat.§ 19.45(6), before signing the contract. Disclosure must be made to the State of Wisconsin Ethics Board, 44 East Mifflin Street, Suite 601, Madison, Wisconsin 53703 (Telephone 608-266-8123).

State classified and former employees and certain University of Wisconsin faculty/staff are subject to separate disclosure requirements, Wis. Stat.§ 16.417.

10.0 PROMOTIONAL ADVERTISING / NEWS RELEASES: Reference to or use of the State of Wisconsin, any of its departments, agencies or other subunits, or any state official or employee for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the State of Wisconsin. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the contracting agency.

11.0 FORCE MAJEURE: Neither party shall be in default by reason of any failure in performance of this Agreement in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, but in every case the failure to perform such must be beyond the reasonable control and without the fault or negligence of the party.

12.0 VENDOR TAX DELINQUENCY: Vendors who have a delinquent Wisconsin tax liability may have their payments offset by the State of Wisconsin.

Exhibit B

NORTHEAST WISCONSIN
HAZARDOUS MATERIALS
TASKFORCE

*WISCONSIN HAZARDOUS
MATERIALS RESPONSE SYSTEM*

BUDGET

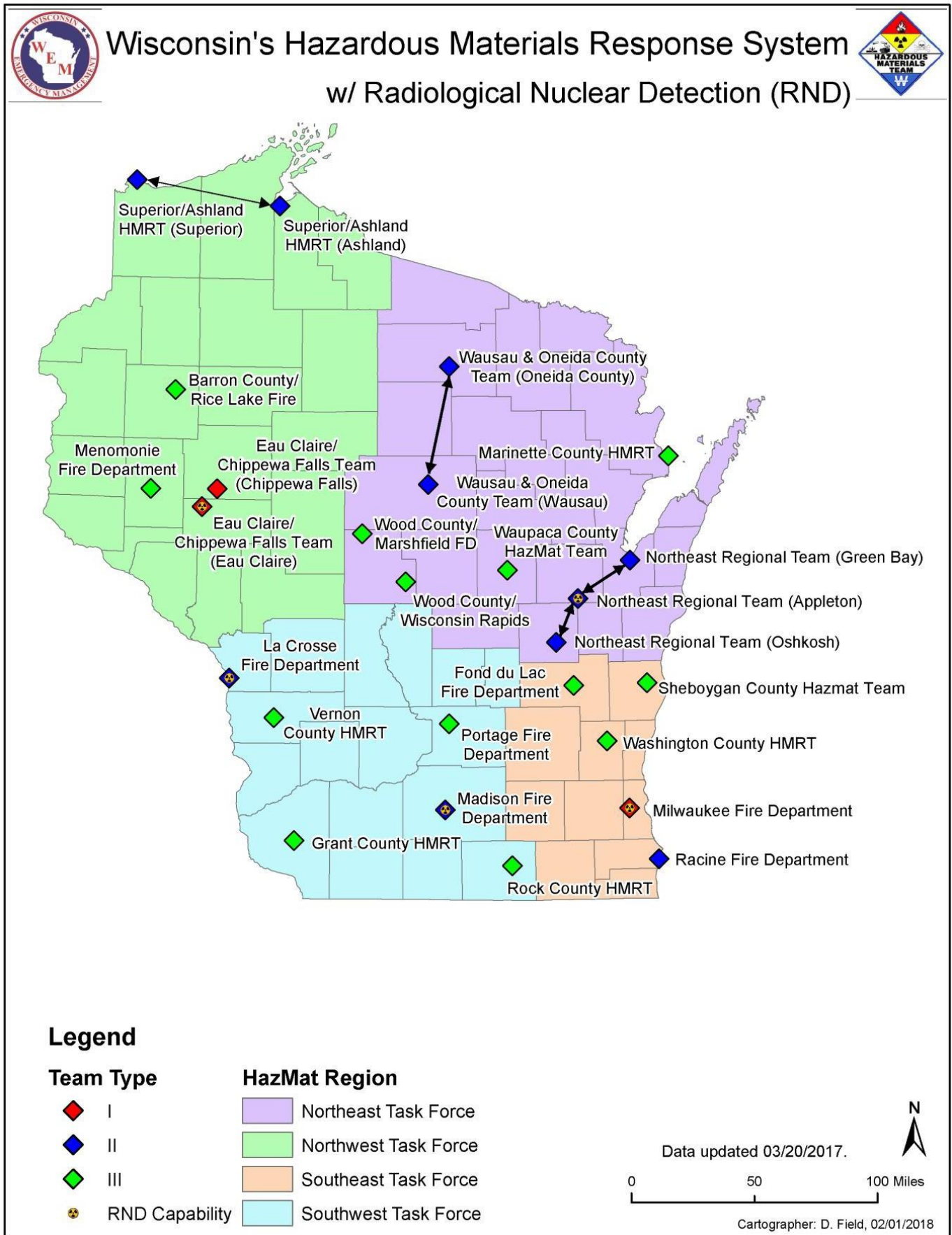
CONTRACTORS:

CITIES OF APPLETON, OSHKOSH, AND GREEN BAY, WISCONSIN
CITY OF WAUSAU AND ONEIDA COUNTY, WISCONSIN
CITY OF MARINETTE, WISCONSIN
WAUPACA COUNTY, WISCONSIN
CITIES OF MARSHFIELD AND WISCONSIN RAPIDS, WISCONSIN

TEAM NAME	TEAM TYPE	BUDGET 7/01/23- 6/30/24	BUDGET 7/1/24 - 6/30/25
CITIES OF APPLETON, OSHKOSH, AND GREEN BAY	TYPE II	\$135,226.27	\$135,226.27
CITY OF WAUSAU AND ONEIDA COUNTY	TYPE II	\$104,347.74	\$104,347.74
CITY OF MARINETTE	TYPE III	\$16,625.27	\$16,625.27
WAUPACA COUNTY	TYPE III	\$16,625.27	\$16,625.27
CITIES OF MARSHFIELD AND WISCONSIN RAPIDS	TYPE III	\$16,625.27	\$16,625.27

**NOTE: CHECKS WILL BE MADE PAYABLE TO EACH CONTRACTOR NOTED
ABOVE ON A QUARTERLY BASIS AS SPECIFIED IN THE AGREEMENT.**

Exhibit C



Wisconsin's Hazardous Materials Response System
w/ Radiological Nuclear Detection (RND)

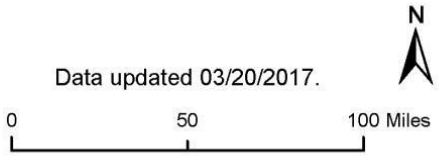
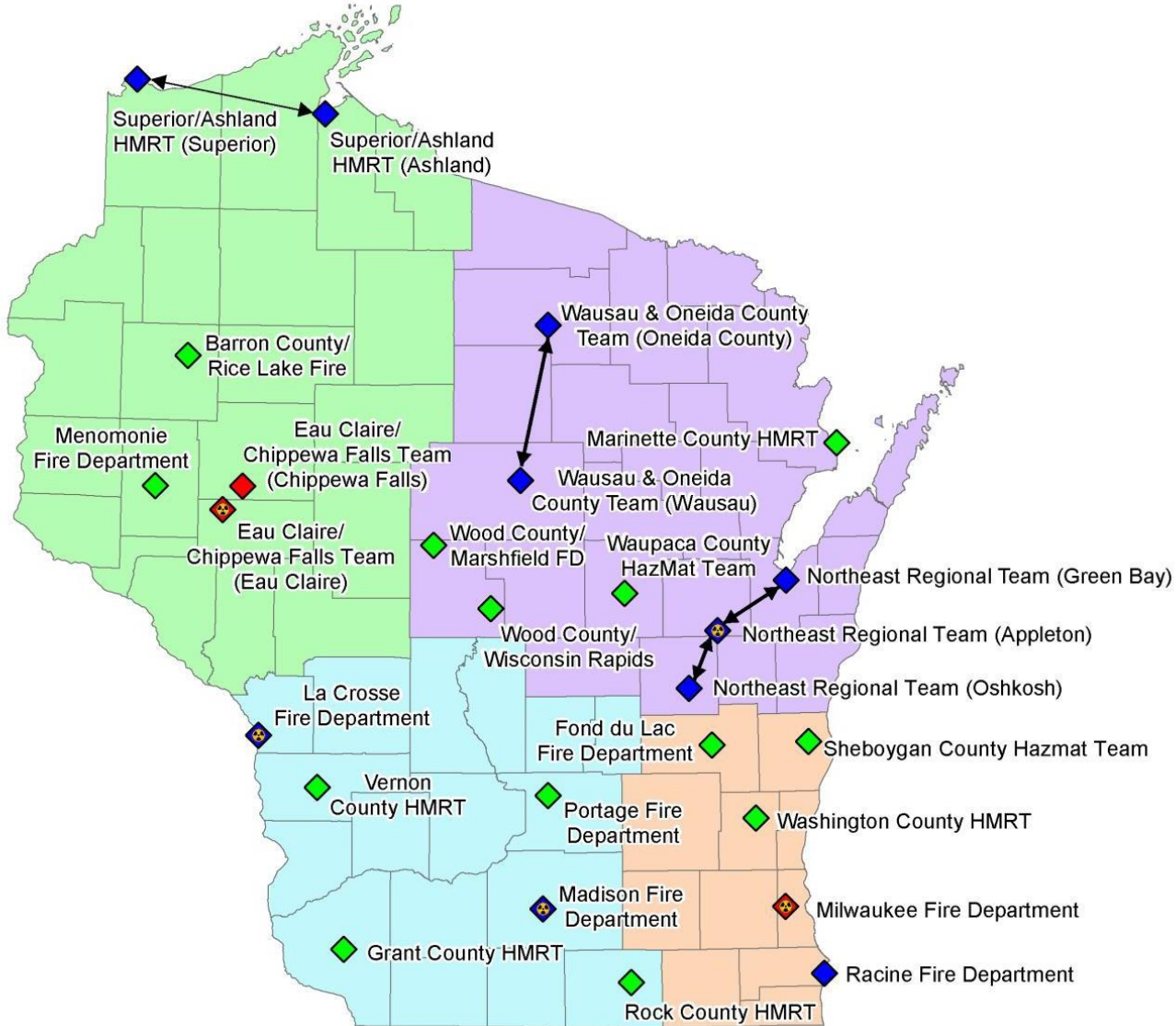


Exhibit D

MUNICIPAL CERTIFICATES OF INSURANCE



REPORT TO CITY PLAN COMMISSION

Plan Commission Informal Hearing Meeting Date: May 24, 2023

Common Council Public Hearing Meeting Date: June 21, 2023

Item: Rezoning #2-23 – Baldeagle Drive & Providence Avenue (Right-of-Way) Annexation

Case Manager: Jessica Titel, Principal Planner

GENERAL INFORMATION

Owner: City of Appleton

Applicant/Petitioner: City of Appleton Plan Commission

Parcel Numbers/Location: 31-1-8301-11 (formerly Town of Grand Chute Parcel #101158298) and Part of 101157000 (formerly Town of Grand Chute), included in the “Baldeagle Drive & Providence Avenue (Right-of-Way) Annexation,” located in the vicinity of North Lightning Drive to extend Baldeagle Drive and Providence Avenue to connect with future Lightning Drive.

Petitioner’s Request: To assign a zoning classification to newly annexed property, pursuant to Section 23-65(e) of the Municipal Code, from temporary AG Agricultural District to P-I Public Institutional District. The request is being made to facilitate future construction to extend Baldeagle Drive and Providence Avenue to connect with officially mapped Lightning Drive with associated utilities and stormwater management facilities.

BACKGROUND

On May 3, 2023, the Common Council approved the Baldeagle Drive & Providence Avenue (Right-of-Way) Annexation Ordinance. The property was officially annexed to the City on May 9, 2023 at 12:01 a.m.

On April 26, 2023, the Plan Commission recommended approval of the Baldeagle Drive & Providence Avenue (Right-of-Way) Annexation. During review of the annexation, the Plan Commission initiated the rezoning for the subject property from temporary AG Agricultural District to the zoning classification of P-I Public Institutional District.

Officially mapped Lightning Drive from Edgewood Drive to Broadway Drive and officially mapped Providence Avenue from Lightning Drive to East Edgewood Drive went into effect on May 3, 2012 via Ordinance No. 36-12.

The southern portion of future Lightning Drive from East Edgewood Drive to approximately Providence Avenue was annexed to the City on November 9, 2021.

Rezoning #2-23 - Baldeagle Drive & Providence Avenue (Right-of-Way) Annexation

May 24, 2023

Page 2

STAFF ANALYSIS

Existing Site Conditions: The subject area is approximately 1.63 acres in size. The subject property is currently undeveloped agriculture. The City is planning to install sanitary sewer, storm sewer, and water infrastructure and extend Baldeagle Drive and Providence Avenue to connect with future Lightning Drive. The City is also planning to construct a stormwater pond within the annexation area.

Street Classification: Future Providence Avenue is classified as a collector street on the City's Arterial/Collector Plan. Future Baldeagle Drive is classified as a collector street on the City's Arterial/Collector Plan.

Surrounding Zoning Classification and Land Uses:

North: Town of Grand Chute. AGD – General Agricultural District. The adjacent land use to the north is currently agricultural land.

South: City of Appleton. P-I Public Institutional District and Town of Grand Chute. AGD – General Agricultural District. The adjacent land use to the south is currently agricultural land.

West: City of Appleton. P-I Public Institutional District and R-1B Single-family District. The adjacent land use to the west is currently public right-of-way.

East: City of Appleton. P-I Public Institutional District, AG Agricultural District and Town of Grand Chute. AGD – General Agricultural District. The adjacent land use to the east is currently agricultural land and public right-of-way.

Proposed Zoning Classification: The purpose of the P-I Public Institutional District is to provide for public and institutional uses (roads/utilities) and buildings utilized by the community and to provide open space standards where necessary for the protection of adjacent residential properties. Per Section 23-100(h) of the Municipal Code, the development standards for the P-I District are listed below:

- 1) **Minimum lot area:** None.
- 2) **Maximum lot coverage:** 70%.
- 3) **Minimum lot width:** None.
- 4) **Minimum front yard:** 20 feet plus an additional one foot for each two feet that the building or structure exceeds 35 feet in height.
- 5) **Minimum rear yard:** 20 feet plus an additional one foot for each two feet that the building or structure exceeds 35 feet in height.
- 6) **Minimum side yard:** 20 feet plus an additional one foot for each two feet that the building or structure exceeds 35 feet in height.
- 7) **Maximum building height:** 60 feet.

Zoning Ordinance Review Criteria: Per Section 23-65(e) of the Municipal Code, a temporary zoning classification is assigned to newly annexed territory, with rezoning taking place following the annexation process. All territory annexed to the City is assigned a zoning classification as recommended by Plan

Rezoning #2-23 - Baldeagle Drive & Providence Avenue (Right-of-Way) Annexation

May 24, 2023

Page 3

Commission. The Plan Commission shall consider the following criteria in selection of an appropriate zoning district for the annexed land:

- The existing land uses within the territory to be annexed;
- The surrounding land uses that exist on adjacent properties regardless of municipal boundary lines;
- The Comprehensive Plan of the City.

In this case, the Plan Commission initiated a rezoning for the subject property from temporary AG Agricultural District to the zoning classification of P-I Public Institutional District. A rezoning initiated directly by Plan Commission is processed in accordance with Section 23-65(d), Zoning Map Amendments, which includes review and action by the Common Council. If approved, any future development would need to conform to the P-I District zoning regulations listed above and other sections of the Zoning Ordinance.

Appleton Comprehensive Plan 2010-2030: The City of Appleton 2010-2030 Comprehensive Plan Map identifies the subject area as Officially Mapped Providence Avenue, One/Two Family Residential and Mixed Use. The proposed rezoning is consistent with the following goals and objectives of the *Comprehensive Plan 2010-2030*.

Goal 1 – Community Growth

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

Goal 4 – Transportation

Appleton will support a comprehensive transportation network that provides viable options for pedestrian, bicycle, highway, rail, and air transportation, both locally and within the region.

OBJECTIVE 6.1 Transportation:

Plan for the safe and efficient movement of vehicles on local and regional roads.

OBJECTIVE 6.8 Transportation:

Implement transportation improvements which also support the City's desired land use, housing and neighborhood goals, objectives, and policies.

OBJECTIVE 7.5 Utilities and Community Facilities:

Implement effective stormwater management practices.

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

- a. Prior to making a recommendation on a proposed rezoning, the Plan Commission shall make a finding to determine if the following conditions exist. No rezoning of land shall be approved prior to finding at least one of the following:

Rezoning #2-23 - Baldeagle Drive & Providence Avenue (Right-of-Way) Annexation

May 24, 2023

Page 4

1. The request for a zone change is in conformance with the Comprehensive Plan for the City of Appleton. *The rezoning request is in conformance with the Comprehensive Plan 2010-2030 goals and objectives stated above and the Future Land Use Map, which identifies this area for officially mapped Providence Drive, other roads, and a stormwater pond.*
 2. A study submitted by the applicant that indicates that there has been an increase in the demand for land in the requested zoning district, and as a result, the supply of land within the City mapped as such on the Official Zoning Map is inadequate to meet the demands for such development.
 3. Proposed amendments cannot be accommodated by sites already zoned in the City due to lack of transportation, utilities or other development constraints, or the market to be served by the proposed use cannot be effectively served by the location of the existing zoning district(s).
 4. There is an error in the code text or zoning map as enacted.
- b. In addition to the findings required to be made by subsection (a), findings shall be made by the Plan Commission on each of the following matters based on the evidence presented:
1. The adequacy of public facilities such as transportation, utilities and other required public services to serve the proposed site. *City infrastructure will be installed along the construction of future Lightning Drive. Stormwater pond, sewer, and water infrastructure will be included with the future construction of Lightning Drive and the subject area.*
 2. The effect of the proposed rezoning on surrounding uses. *Officially mapped Lightning Drive from Edgewood Drive to Broadway Drive and officially mapped Providence Avenue from Lightning Drive to Edgewood Drive went into effect on May 3, 2012 via Ordinance No. 36-12. The recent annexation will allow for the future extension of Baldeagle Drive and Providence Avenue to connect with future Lightning Drive, along with associated stormwater pond, sewer, and water infrastructure within the annexation area. Therefore, the proposed rezoning request is unlikely to create adverse impacts in the surrounding neighborhood.*

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

Technical Review Group (TRG) Report: This item appeared on the March 21, 2023 TRG Agenda. No negative comments were received from participating departments.

Future Actions: It is anticipated that a Certified Survey Map (CSM) will be prepared to reconfigure lot lines and dedicate public right-of-way. The dedication of land for public right-of-way for Baldeagle Drive and Providence Avenue requires action by Plan Commission and Common Council. CSMs are administratively reviewed and approved by City staff.

Rezoning #2-23 - Baldeagle Drive & Providence Avenue (Right-of-Way) Annexation

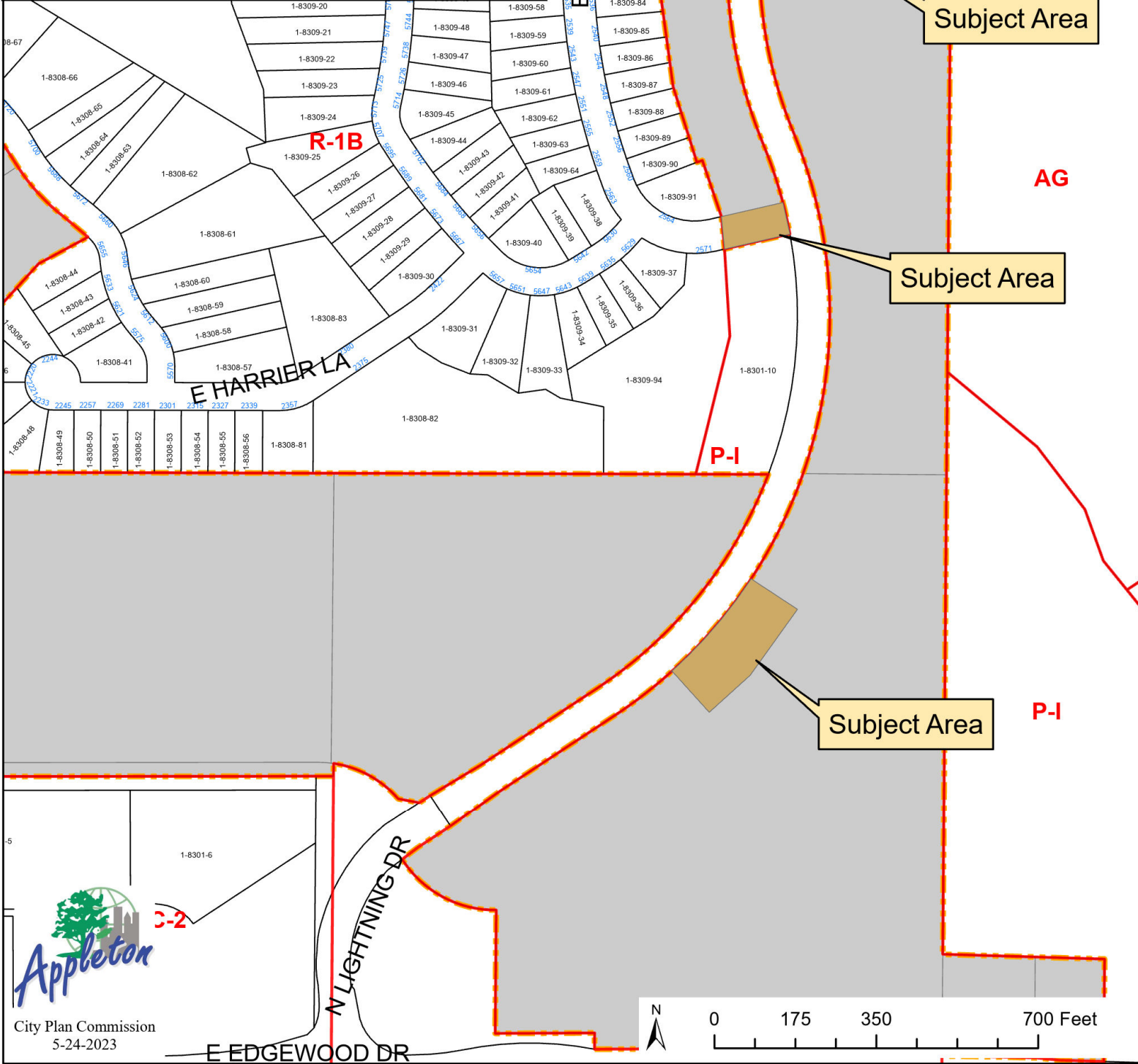
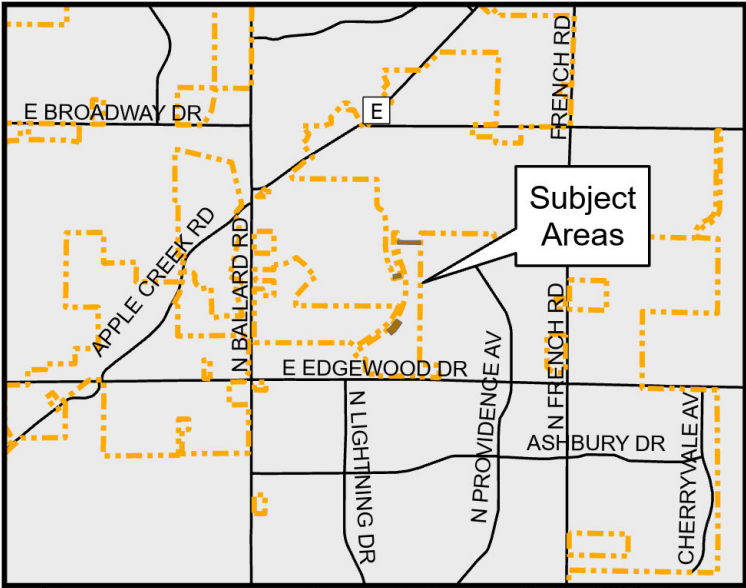
May 24, 2023

Page 5

RECOMMENDATION

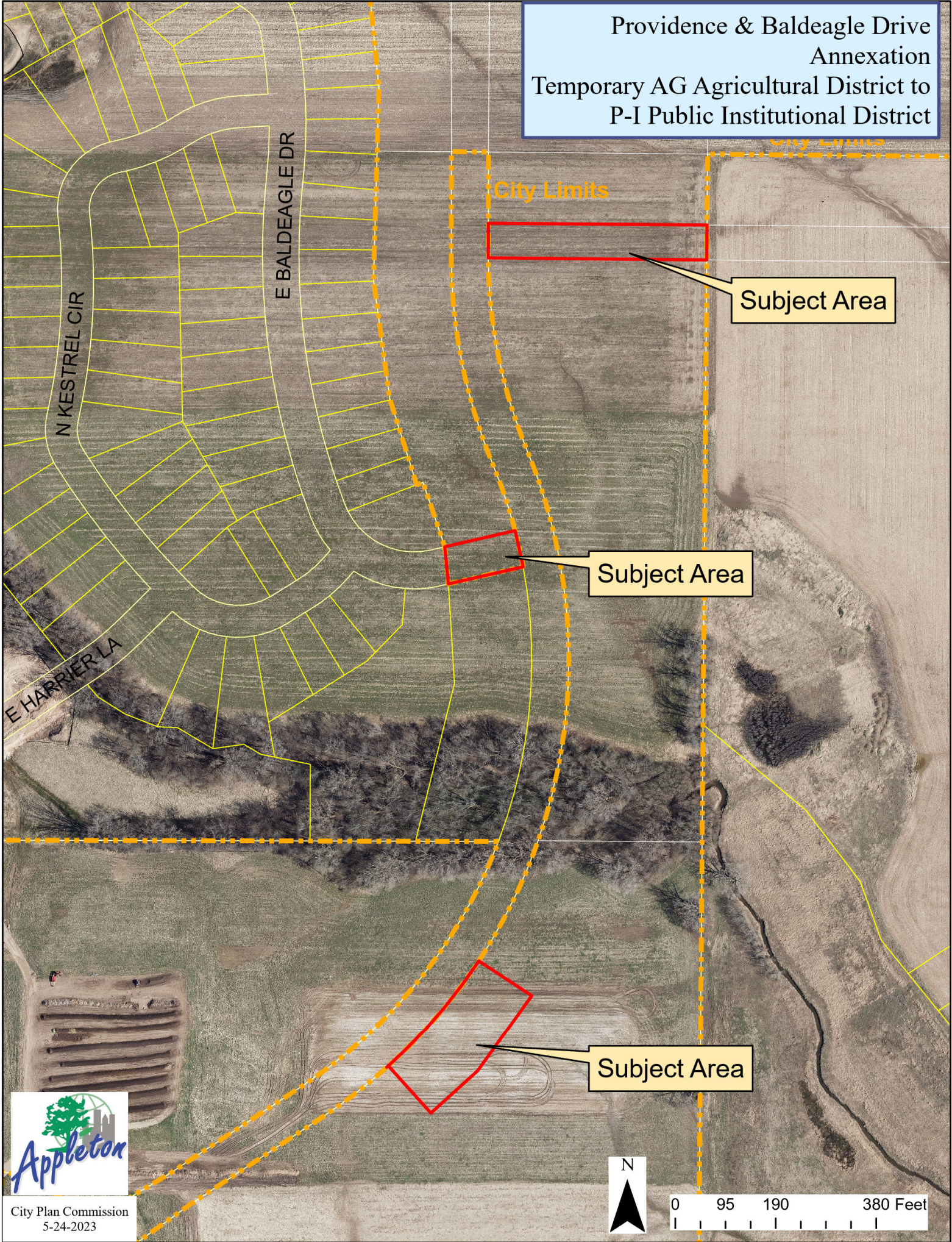
Staff recommends, based upon the standards for zoning map amendments as required by Section 23-65(d)(3) of the Zoning Ordinance, that Rezoning Application #2-23 to rezone the Baldeagle Drive & Providence Avenue (Right-of-Way) Annexation area from temporary AG Agricultural District to P-I Public Institutional District as shown on the attached maps, **BE APPROVED**.

Providence & Baldeagle Drive
Annexation
Temporary AG Agricultural District
to P-I Public Institutional District



3-2

Providence & Baldeagle Drive
Annexation
Temporary AG Agricultural District to
P-I Public Institutional District



Subject Area

Subject Area

Subject Area



City Plan Commission
5-24-2023



0 95 190 380 Feet

ANNEXATION EXHIBIT "A"

Part of the Fractional Southwest 1/4 of Section 6, Township 21 North, Range 18 East, Town of Grand Chute, Outagamie County, Wisconsin.

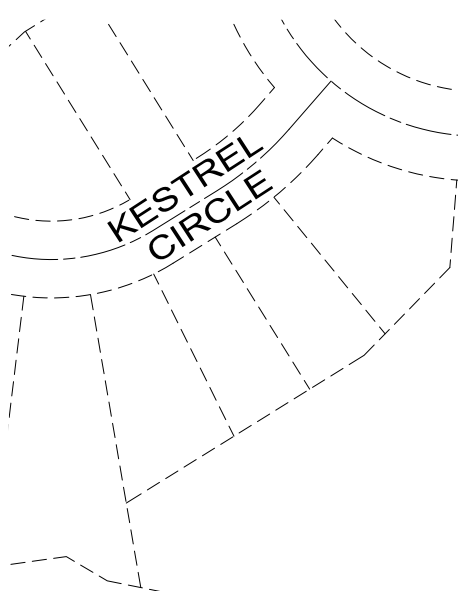
CURVE DATA TABLE				
CURVE	RADIUS	LENGTH	LC	LCB
C1	1035.00'	263.34'	262.63'	N40°36'48"E
C2	965.00'	70.02'	70.00'	S12°35'31"E
C3	965.00'	7.83'	7.83'	N00°05'59"W

SCALE IN FEET



0' 150' 300'

BEARINGS ARE REFERENCED TO THE WISCONSIN COUNTY COORDINATE SYSTEM, OUTAGAMIE COUNTY, SOUTH LINE OF THE FRACTIONAL SW 1/4 SECTION 6, T.21N., R. 18E.; WHICH BEARS N89°44'38"E
H:\Acad\Annex\2023\Providence_Baldeagle_Pond_2023



Outlot 4
Apple Ridge

Outlot 10
Apple Ridge 2

CITY OF APPLETON

TOWN OF GRAND CHUTE

Lynn Wenzel, Steven Petersen,
Karen Petersen and Mark Petersen
Parcel No. 101158200
Unplatted Lands
E. 80 rods of the S.45 Ac of SW
1/4 less lands sold, Section 6,
T21N, R18E, Town of Grand Chute

Lynn Wenzel, Steven Petersen,
Karen Petersen and Mark Petersen
Parcel No. 101158200
Unplatted Lands
E. 80 rods of the S.45 Ac of SW
1/4 less lands sold, Section 6,
T21N, R18E, Town of Grand Chute

DRIVE

LIGHTNING

SW CORNER OF SECTION
6, T21N, R18E
CHISEL X, MH

South line of the Fractional SW 1/4, Section 6, T21N, R18E, S89°44'38"W 2996.27'

CENTER OF SECTION 6,
T 21 N, R 18 E, TOP OF
MON. GONE, FOUND BASE

TOWN OF GRAND CHUTE
CITY OF APPLETON

N00°07'58"E 58.17'
S89°27'33"E 413.71'

N89°27'33"W 413.31'

**FUTURE
PROVIDENCE
AVENUE**
27,293 Sq. Ft.
0.6266 Ac.

Apple Tree Appleton Four LLC
Parcel No. 101157000
Unplatted Lands
NE/SW, less lands annexed to
City of Appleton,
Section 6, T21N, R18E,
Town of Grand Chute

**FUTURE
BALDEAGLE
DRIVE**
9,882 Sq. Ft.
0.2269 Ac.

N77°06'07"E 136.41'
N05°31'46"W 70.52'
S77°06'07"W 145.09'
N03°30'35"W 0.06'

Apple Tree Appleton
Four LLC
Parcel No.
31-1-8301-10
Unplatted Lands

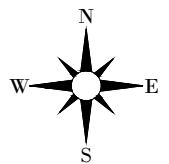
70'

CITY OF APPLETON
TOWN OF GRAND CHUTE

**FUTURE
POND**
33,825 Sq. Ft.
0.7765 Ac.

S56°40'32"E 120.00'
N42°05'52"W 120.00'
S47°54'08"W 119.28'
S33°39'52"W 175.42'

TOWN OF GRAND CHUTE
CITY OF APPLETON



CITY OF APPLETON

DEPT. OF PUBLIC WORKS
ENGINEERING DIVISION
100 NORTH APPLETON STREET
APPLETON, WI 54911
920-832-6474

DRAFTED BY: T. KROMM

S 1/4 COR. SECTION
6, T 21 N, R 18 E
MAG NAIL

EXHIBIT "B"

LIGHTNING DRIVE

Pond

PARCEL: 101158298

Owner: City of Appleton

A part of the East 80 Rods of the South 45 Acres of the Fractional Southwest $\frac{1}{4}$ of Section 6, Township 21 North, Range 18 East, City of Appleton, Outagamie County, Wisconsin, containing 33,825 Square Feet (0.7765 Acres) of land and being further described as follows:

Commencing at the South $\frac{1}{4}$ corner of said Section 6;

Thence South $89^{\circ}44'38''$ West 1059.68 feet along the South line of the Fractional SW $\frac{1}{4}$ of said Section 6;

Thence North $00^{\circ}15'22''$ West 544.45 feet to point number 185 of Transportation Project Plat No: 0000-0G-17-4.02 recorded as document number 2070341 of the Outagamie County Register of Deeds Office;

Thence North $54^{\circ}21'43''$ East 127.60 feet;

Thence North $56^{\circ}36'28''$ East 300.625 feet;

Thence Northeasterly 157.26 feet along the arc of curve to the left having a radius of 1,035.00 feet and the chord of which bears North $52^{\circ}15'18''$ East 157.10 feet to the point of beginning;

Thence continue Northeasterly 263.34 feet along the arc of a curve to the left having a radius of 1035.00 feet and the chord of which bears North $40^{\circ}36'48''$ East 262.63 feet;

Thence South $56^{\circ}40'32''$ East 120.00 feet;

Thence South $35^{\circ}39'52''$ West 175.42 feet;

Thence South $47^{\circ}54'08''$ West 119.28 feet;

Thence North $42^{\circ}05'52''$ West 120.00 feet to the point of beginning.

Baldeagle right of way

PARCEL: Part of 101157000

Owner: City of Appleton

A part of the Northeast $\frac{1}{4}$ of the Fractional Southwest $\frac{1}{4}$ of Section 6, Township 21 North, Range 18 East, City of Appleton, Outagamie County, Wisconsin, containing 9,882 Square Feet (0.2269 Acres) of land and being further described as follows:

Commencing at the South $\frac{1}{4}$ corner of said Section 6;

Thence South $89^{\circ}44'38''$ West 1059.68 feet along the South line of the Fractional SW $\frac{1}{4}$ of said Section 6;

Thence North $00^{\circ}15'22''$ West 544.45 feet to point number 185 of Transportation Project Plat No: 0000-0G-17-4.02 recorded as document number 2070341 of the Outagamie County Register of Deeds Office;

Thence North $33^{\circ}23'32''$ West 80.00 feet;

Thence North $58^{\circ}51'13''$ East 127.60 feet;

Thence North $56^{\circ}36'28''$ East 300.63 feet;

Thence Northeasterly 1130.48 feet along the arc of curve to the left having a radius of 965.00 feet and the chord of which bears North $23^{\circ}02'50''$ East 1066.94 feet to the point of beginning;

Thence South $77^{\circ}06'07''$ West 145.09 feet to the Southeast end of Baldeagle Drive according to Apple Ridge 2;

Thence North $03^{\circ}30'35''$ West 0.06 feet coincident with the East line of Apple Ridge 2;

Thence North $05^{\circ}31'46''$ West 70.52 feet coincident with the East line of Apple Ridge 2 to the Northeast end of Baldeagle Drive;

Thence North $77^{\circ}06'07''$ East 136.41 feet;

Thence Southerly 70.02 feet along the arc of a curve to the right having a radius of 965.00 feet and the chord of which bears South $12^{\circ}35'31''$ East 70.00 feet to the point of beginning.

Providence right of way

PARCEL: Part of 101157000

Owner: City of Appleton

A part of the Northeast $\frac{1}{4}$ of the Fractional Southwest $\frac{1}{4}$ of Section 6, Township 21 North, Range 18 East, City of Appleton, Outagamie County, Wisconsin, containing 27,293 Square Feet (0.6266 Acres) of land and being further described as follows:

EXHIBIT "B"

LIGHTNING DRIVE

Commencing at the South $\frac{1}{4}$ corner of said Section 6;
Thence South 89°44'38" West 1059.68 feet along the South line of the Fractional SW $\frac{1}{4}$ of said Section 6;
Thence North 00°15'22" West 544.45 feet to point number 185 of Transportation Project Plat No: 0000-0G-17-4.02 recorded as document number 2070341 of the Outagamie County Register of Deeds Office;
Thence North 54°21'43" East 127.60 feet;
Thence North 56°36'28" East 300.63 feet;
Thence Northerly 1429.04 feet along the arc of a curve to the left having a radius of 1,035.00 feet and the chord of which bears North 17°03'12" East 1318.20 feet;
Thence Northerly 373.38 feet along the arc of a curve to the right having a radius of 965.00 feet and the chord of which bears North 11°25'01" West 371.05 feet to the point of beginning;
Thence continue Northerly 7.83 feet along the arc of a curve to the right having a radius of 965.00 feet and the chord of which bears North 00°05'59" West 7.83 feet;
Thence North 00°07'58" East 58.17 feet;
Thence South 89°27'33" East 413.71 feet to the East line of the Fractional Southwest $\frac{1}{4}$ of said Section 6;
Thence South 00°27'14" West 66.00 feet coincident with the East line of the Fractional Southwest $\frac{1}{4}$ of said Section 6;
Thence North 89°27'33" West 413.31 feet to the point of beginning.



REPORT TO CITY PLAN COMMISSION

Plan Commission Public Hearing Date: June 14, 2023

Common Council Meeting Date: June 21, 2023

Item: Special Use Permit #6-23 – Stone Arch Brewpub, Inc. Expand the existing microbrewery/brewpub operations by occupying the 3rd floor of the building for event space (meetings, weddings, birthday parties, occasional live music) with alcohol sales and consumption

Case Manager: Don Harp, Principal Planner

GENERAL INFORMATION

Owner/Applicant: Robert Moses - owner; Thomas Lonsway, Stone Arch Brewpub, Inc.- applicant

Address/Parcel #: 1004 South Olde Oneida Street/31-4-0323-01

Petitioner's Request: The applicant is requesting a Special Use Permit to expand the existing microbrewery/brewpub operations by occupying the 3rd floor of the building for event space (meetings, weddings, birthday parties, occasional live music) with alcohol sales and consumption.

BACKGROUND

The “Between the Locks” building was the home of the first brewery in Appleton, built by Anton Fischer in 1858. The existing building was converted for commercial uses in 1977 and is currently an existing multi-tenant commercial property. Stone Arch Brewpub, Inc. has been brewing beer for 18 years at this location.

Rezoning #8-11 was approved by Plan Commission on September 26, 2011, and by the Common Council on November 2, 2011, which rezoned the subject site from M-2 General Industrial District to C-2 General Commercial District.

Special Use Permit #1-12 was approved by the Plan Commission on February 20, 2012, and by the Common Council on March 7, 2012, to expand the existing microbrewery/brewpub and establish a tasting room with alcohol sales and service on the first floor of the building.

STAFF ANALYSIS

Project Summary: Expand existing microbrewery/brewpub operations by occupying approximately 3,000 square feet of the 3rd floor of the building for event space (meetings, weddings, birthday parties, occasional live music) with alcohol sales and consumption.

Special Use Permit #6-23
June 14, 2023
Page 2

Existing Site Conditions: The existing microbrewery/brewpub/tasting room occupies approximately 5,076 square feet of the first floor of the building per Special Use Permit #1-12.

Off-Street Parking Requirements: Section 23-172(m) of the Municipal Code requires a minimum number of off-street parking spaces based on the use of a property. In this case, the property has historically functioned as a shopping center building, per Assessor's Office records. The proposal will not increase the gross floor area of the existing multi-tenant building. Therefore, additional off-street parking spaces are not required for the applicant's request.

Zoning District Classification and Requirements: The subject property has a zoning designation of C-2 General Commercial District. The Plan Commission makes a recommendation to the Common Council who will make the final decision on the Special Use Permit. A two-thirds (2/3) vote of the Common Council is required for approval.

Special Use Permit #1-12 Requirement: Special Use Permit #1-12 states, "the serving and consumption of alcohol is limited to the 1st floor of the existing brewery as shown on the Development Plan. Any future expansions for the serving and/or consumption of alcohol will require a new Special Use Permit application to be applied for and approved."

Special Use Permit Consolidation: If approved, Special Use Permit #6-23 will replace Special Use Permit #1-12. The following conditions were approved pursuant to Special Use Permit #1-12.

1. The serving and consumption of alcohol is limited to the 1st floor of the existing brewery as shown on the Development Plan. Any future expansions for the serving and/or consumption of alcohol will require a new Special Use Permit application to be applied for and approved.
2. The applicant shall apply for and receive approval of an amended Liquor License from the City Clerk.
3. The use shall conform to the standards established on Chapter 9, Article III, Alcoholic beverages, of the Appleton Municipal Code.
4. All applicable City of Appleton Fire Codes must be met, and a fire inspection must be conducted prior to issuance of an Occupancy Permit.
5. All applicable City of Appleton Building and State of Wisconsin Building Codes must be met, and a final inspection must be conducted prior to issuance of an Occupancy Permit.
6. All applicable City of Appleton Health and State of Wisconsin Health Codes must be met, and a final inspection must be conducted prior to issuance of an Occupancy Permit.

Operational Information: See attached plan of operation for the 1st floor microbrewery and tasting room and 3rd floor event space.

Special Use Permit #6-23
June 14, 2023
Page 3

Surrounding Zoning and Land Uses: The surrounding area is under the jurisdiction of the City of Appleton (north, south, east, and west). The uses are generally commercial and public/institutional in nature.

North: M-2 General Industrial District. The adjacent land use to the north is currently professional office.

South: C-2 General Commercial District. The adjacent land use to the south is currently commercial.

East: R-1B Single-family District. The adjacent land use to the east is currently single-family residential.

West: C-O Commercial Office District. The adjacent land use to the west is currently professional office.

Appleton Comprehensive Plan 2010-2030: Community and Economic Development staff has reviewed this proposal and determined it is compatible with the Mixed Use designation shown on the City's *Comprehensive Plan 2010-2030* Future Land Use Map. Listed below are related excerpts from the City's *Comprehensive Plan 2010-2030*.

Goal 1 – Community Growth

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

Goal 8 – Economic Development

Appleton will pursue economic development that retains and attracts talented people, brings good jobs to the area, and supports the vitality of its industrial areas, downtown, and neighborhood business districts.

OBJECTIVE 9.5 Economic Development:

Encourage new development and redevelopment activities that create vital and attractive neighborhoods and business districts.

OBJECTIVE 9.6 Economic Development:

Create a vibrant environment that is conducive to attracting and retaining talented people.

Policy 9.6.2 Encourage the creation of vibrant mixed-use urban areas in the downtown and along the Fox River that are both walkable and bicycle-friendly.

Zoning Ordinance Requirements and Substantial Evidence: When reviewing an application for a Special Use Permit, the City must determine if the applicant's proposal satisfies Municipal Code requirements and conditions. Pursuant to Section 23-66(c)(5) of the Municipal Code, the Plan Commission and Common Council must provide substantial evidence supporting their decision to approve, approve with conditions, or deny the Special Use Permit. Substantial evidence means "facts and information, other than merely personal preferences or speculation, directly pertaining to the requirements and conditions an applicant must meet to obtain a Special Use Permit and that reasonable persons would accept in support of a conclusion." Any requirements and conditions listed for approval must be reasonable, and to the extent practicable, measurable.

Finding of Fact: This request was reviewed in accordance with the standards for granting a Special Use Permit under Section 23-66(e)(1-8) of the Municipal Code: 1. *proper zoning district:* C-2 zoning allows microbrewery/brewpub as a special use permit; 2. *zoning district regulations:* the district regulations were reviewed pursuant to the attached development plan; 3. *special regulations:* stipulations 3 and 4 (below) address the special regulations for this proposed use; 4. *consistent with comprehensive plan and other plans:* yes, see above analysis; 5. *traffic:* the proposed use is not expected to create undue traffic congestion; it is anticipated customers will utilize existing on-site parking spaces to park their cars; 6. *landscaping and screening:* not applicable to this use, changes to the existing parking are not being proposed with this request; 7. *neighborhood compatibility with predominant land uses in this area:* the proposed use is located near other existing commercial uses in this area of the City; 8. *impact on services:* the City has existing utilities and services in place to serve this use. These standards were found in the affirmative, as long as all stipulations are satisfied.

Technical Review Group Report (TRG): This item was discussed at the May 23, 2023 Technical Review Group meeting. No negative comments were received from participating departments.

RECOMMENDATION

Staff recommends, based on the above, that Special Use Permit #6-23 to expand the existing microbrewery/brewpub operations by occupying the 3rd floor of the building for event space with alcohol sales and service located at 1004 S. Olde Oneida Street (Tax Id #31-4-0323-01) as shown on the attached maps and per the attached operational plans, along with the attached resolution, **BE APPROVED** subject to the following conditions:

1. The applicant shall receive approval of an Alcohol License Premise Amendment from the City Clerk prior to serving alcohol on the premise.

Substantial Evidence: This condition provides notice to the applicant that a Liquor License is also needed prior to serving alcohol.

2. The use shall conform to the standards established in Chapter 9, Article III, Alcoholic Beverages, of the Appleton Municipal Code.

Substantial Evidence: This condition is an on-going condition from Special Use Permit #1-12.

3. All Zoning, Building, Fire, Engineering, Utility and other Municipal Codes, and all applicable State and Federal laws shall be complied with.

Substantial Evidence: This condition is one of the special regulations included in Section 23-66(h)(19) of the Zoning Ordinance for this particular use and Special Use Permit #1-12.

4. All solid waste generated on the premises shall be stored and disposed of in a manner that does not cause a public nuisance affecting public health pursuant to Chapter 12 of the Municipal Code.

Substantial Evidence: This condition is one of the special regulations included in Section 23-66(h)(19) of the Zoning Ordinance for this particular use.

Special Use Permit #6-23

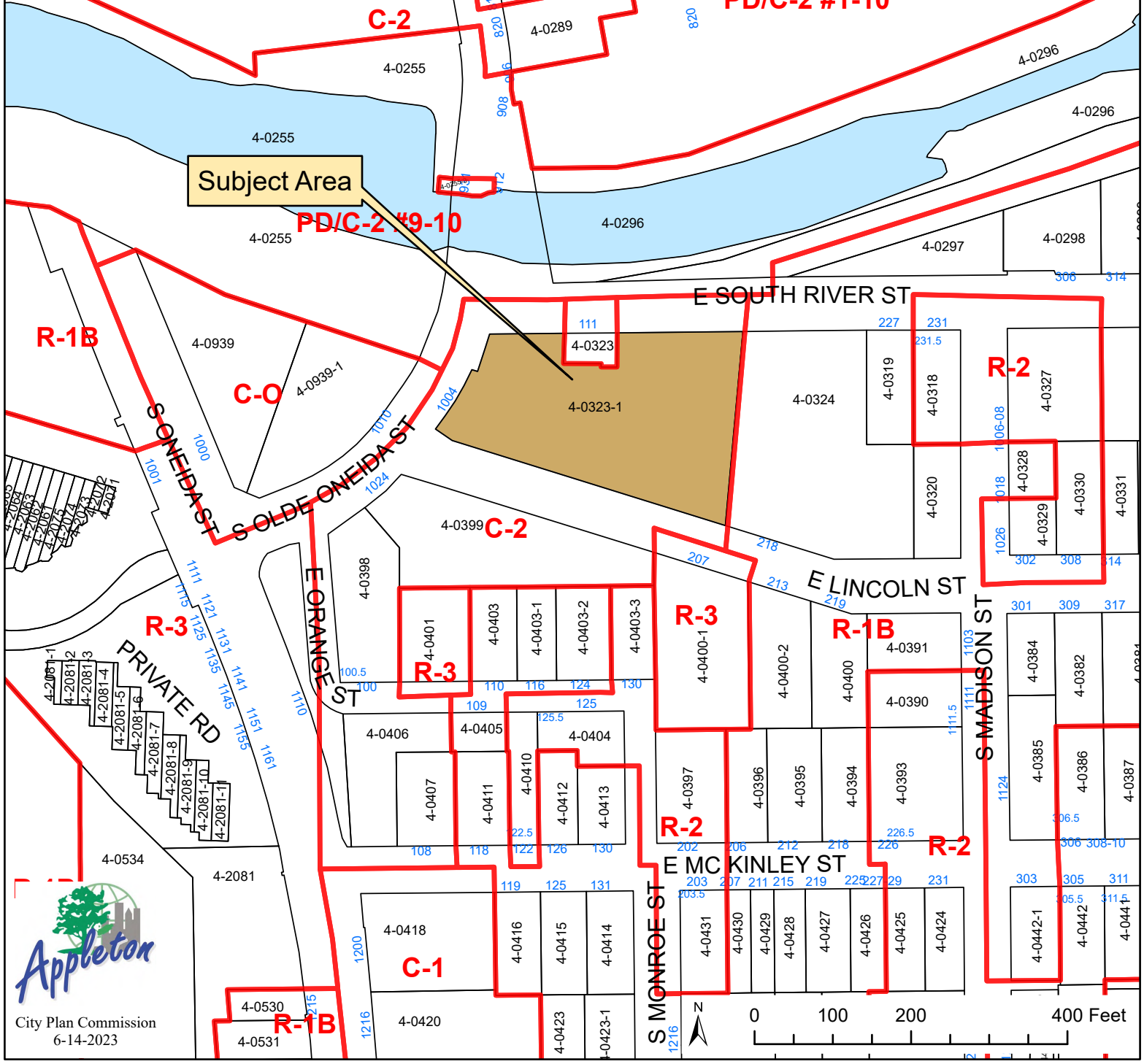
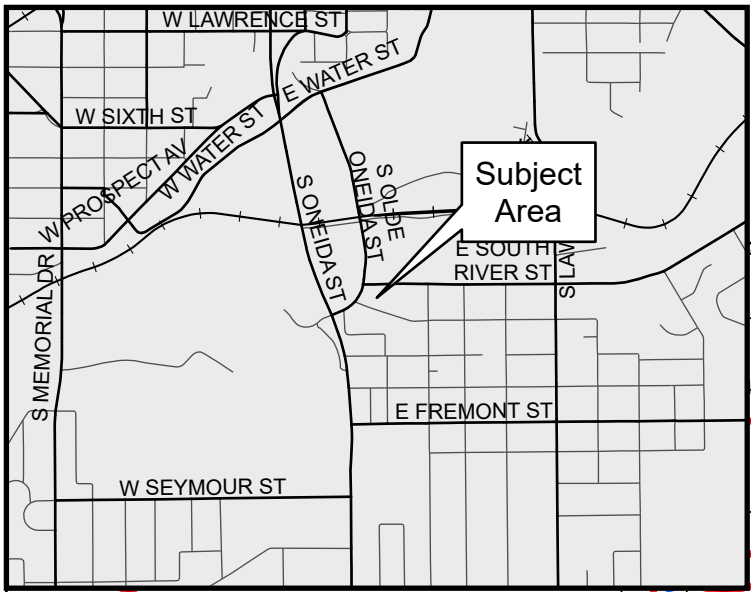
June 14, 2023

Page 5

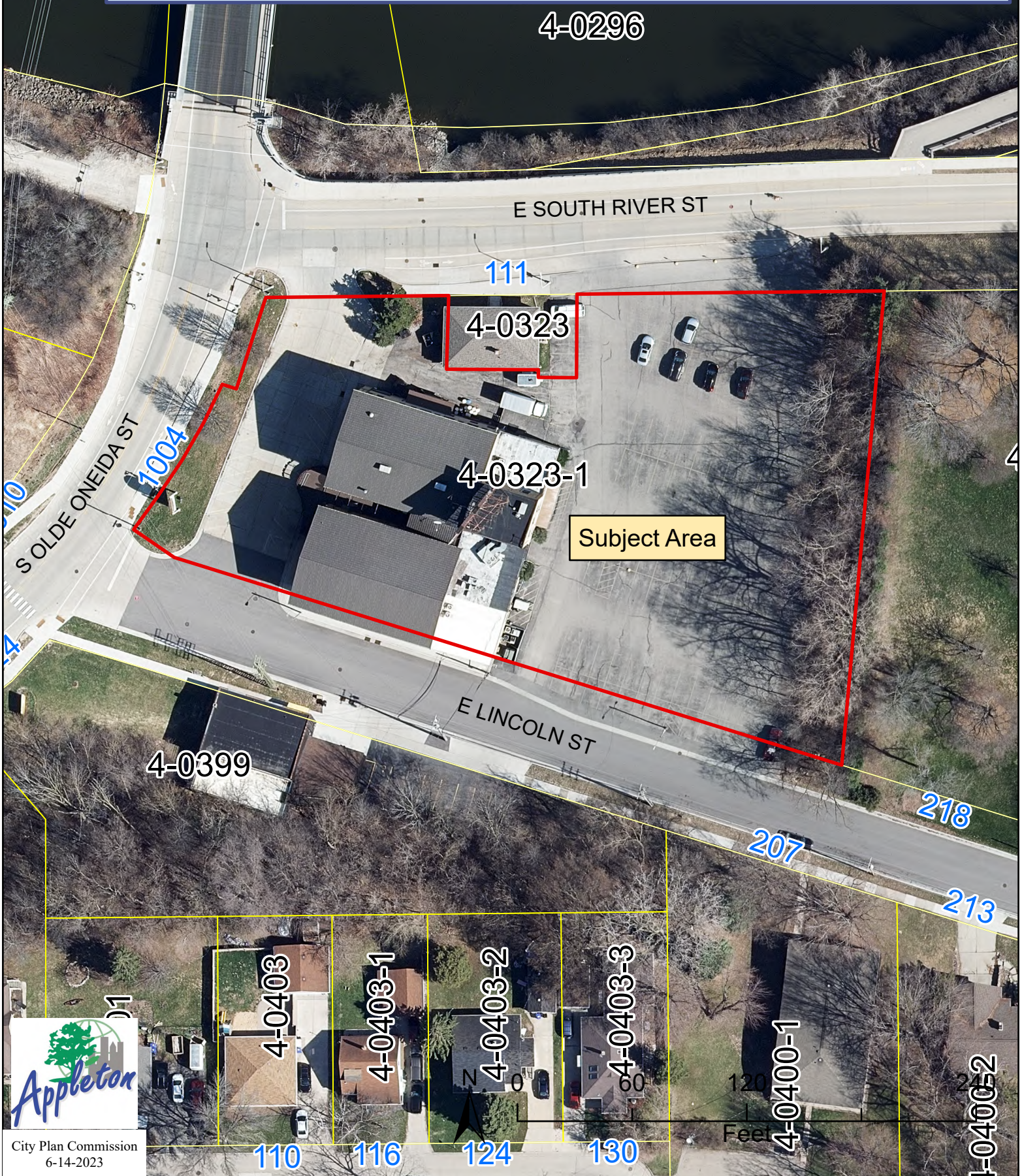
5. Any expansions of the special use, changes to the development plan(s), plan of operation or any conditions of approval may require a major or minor amendment request to this Special Use Permit pursuant to Section 23-66(g) of the Zoning Ordinance. Contact the Community and Economic Development Department to discuss any proposed changes.

Substantial Evidence: Standardized condition that establishes parameters for the current application and identifies the process for review of any future changes to the special use.

1004 S. Olde Oneida Street
 Stone Arch Brewpub
 (Microbrewery and Tasting Room)
 Special Use Permit
 Expand operations to 3rd floor for
 Events with Alcohol Sales and Consumption
 Vicinity Map



1004 S. Olde Oneida Street
Stone Arch Brewpub (Microbrewery and Tasting Room) Special Use Permit
Expand operations to 3rd floor for Events with Alcohol Sales and Consumption
Aerial Map



**CITY OF APPLETON
RESOLUTION FOR SPECIAL USE PERMIT #6-23
MICROBREWERY/BREW PUB/TASTING ROOM
1ST AND 3RD FLOORS OF THE BUILDING
1004 SOUTH OLDE ONEIDA STREET**

WHEREAS, Thomas Lonsway, Stone Arch Brewpub, Inc., has applied for a Special Use Permit to expand alcohol sales and service by proposing to occupy ± 3,000 s.f. of the building's 3rd floor for events associated with microbrewery/brewpub located at 1004 South Olde Oneida Street, also identified as Parcel Number 31-4-0323-01; and

WHEREAS, the proposed 3rd floor event space with alcohol sales and service requires a new Special Use Permit required pursuant to Chapter 23 of the Municipal Code and Special Use Permit #1-12. If approved, Special Use Permit #6-23 will replace Special Use Permit #1-12; and

WHEREAS, the City of Appleton Plan Commission held a public hearing on June 14, 2023 on Special Use Permit #6-23, at which all those wishing to be heard were allowed to speak or present written comments and other materials at the public hearing; and

WHEREAS, the City of Appleton Plan Commission has reviewed and considered the Community and Economic Development Department's staff report and recommendation, as well as other spoken and written evidence and testimony presented at the public hearing; and

WHEREAS, the City of Appleton Plan Commission reviewed the standards for granting a Special Use Permit under Sections 23-66(e)(1-8) of the Municipal Code; and

WHEREAS, the City of Appleton Plan Commission reviewed the standards for imposing conditions on the Special Use Permit under Section 23-66(c)(5) of the Municipal Code, and forwarded Special Use Permit #6-23 to the City of Appleton Common Council with a favorable conditional or not favorable (CIRCLE ONE) recommendation; and

WHEREAS, the City of Appleton Common Council has reviewed the report and recommendation of the City of Appleton Plan Commission at their meeting on June 21, 2023.

NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED by the Common Council, based on Community and Economic Development Department's staff report and recommendation, as well as other spoken and written evidence and testimony presented at the public hearing and Common Council meeting, and having considered the recommendation of the City Plan Commission, that the Common Council:

1. Determines all standards listed under Sections 23-66(e)(1-8) of the Municipal Code are found in the affirmative YES or NO (CIRCLE ONE)
2. If NO, the City of Appleton Common Council hereby denies Special Use Permit #6-23 to expand the existing microbrewery/brewpub operations to the 3rd floor of the building with alcohol sales and service located at 1004 South Olde Oneida Street, also identified as Parcel Number 31-4-0323-01, based upon the following standards and determinations: (List reason(s) why the Special Use Permit was denied)

3. If YES, the City of Appleton Common Council hereby approves Special Use Permit #6-23 to expand the existing microbrewery/brewpub operations to the 3rd floor of the building with alcohol sales and service located at 1004 South Olde Oneida Street, also identified as Parcel Number 31-4-0323-01, subject to the following conditions as they are related to the purpose of the City of Appleton Municipal Code and based on substantial evidence:

CONDITIONS OF APPROVAL FOR SPECIAL USE PERMIT #6-23:

- A. The applicant shall receive approval of an Alcohol License Premise Amendment from the City Clerk prior to serving alcohol on the premise.
 - B. The use shall conform to the standards established in Chapter 9, Article III, Alcoholic Beverages, of the Appleton Municipal Code.
 - C. All Zoning, Building, Fire, Engineering, Utility and other Municipal Codes, and all applicable State and Federal laws shall be complied with.
 - D. All solid waste generated on the premises shall be stored and disposed of in a manner that does not cause a public nuisance affecting public health pursuant to Chapter 12 of the Municipal Code.
 - E. Any expansions of the special use, changes to the development plan(s), plan of operation or any conditions of approval may require a major or minor amendment request to this Special Use Permit pursuant to Section 23-66(g) of the Zoning Ordinance. Contact the Community and Economic Development Department to discuss any proposed changes.
4. The City Clerk's Office is hereby directed to give a copy of this resolution to the owner/applicant, Community and Economic Development Department, Inspections Division, and any other interested party.

Adopted this _____ day of _____, 2023.

Jacob A. Woodford, Mayor

ATTEST:

Kami Lynch, City Clerk

PLAN OF OPERATION AND LOCATIONAL INFORMATION
1st Floor MICROBREWERY and Tasting Room

Business information:

Name of Business: STONE CELLAR BREWPUB, INC

Years in operation: 7

Type of the proposed establishment (detailed explanation of business): _____

BREWERY, PACKAGING + BAR AREA

Are there plans for a tasting/tap room? Yes No _____

If applicable, percentage of business derived from the sale of alcohol for on-site consumption in the tasting/tap room: 100%

Hours of Operation: 5 PM - TO 10 PM Days of Operation: 7 DAYS OF WEEK

Maximum number of persons permitted to occupy the building or tenant space as determined by the International Building Code (IBC) or the International Fire Code (IFC), whichever is more restrictive: 50 persons.

Current production of fermented malt beverages: 37,200 gallons per year.

Proposed production of fermented malt beverages: 186,000 gallons per year.

Identify location of grain storage and type of storage container(s) used: INSIDE - STORAGE ROOM AND A GRAIN SILO ADJACENT TO BLDG.

Identify location of spent or used grain storage and type of storage container(s) used: BACK ROOM AREA IN LARGE PLASTIC BINS

Outdoor uses:

Location, type, size and design of outdoor facilities: NONE PROPOSED

Type and height of screening: plantings/fencing/gating _____

Is there any alcohol service incorporated in this outdoor facility proposal? Yes ___ No ___

Hours of Operation: _____ Days of Operation: _____

Are there plans for outdoor music/entertainment? Yes ___ No ___

~~If yes, describe soundproofing measures: _____~~

~~Is there any food service incorporated in this outdoor facility proposal? Yes ___ No ___~~

Outdoor lighting:

~~Type: _____~~ NONE PROPOSED

~~Location: _____~~

Off-street parking:

Number of parking spaces provided 105.

Off-street loading:

Number of loading spaces or loading docks provided ON WEST & EAST SIDE OF BLDG.

Other Licensed Premises:

The number of licensed premises within the immediate geographic area of the proposed location will be considered in order to avoid an undue concentration that may have the potential of creating public safety problems or deterring neighborhood development.

List nearby taverns, restaurants or microbrewers _____

PULLMAN'S & UNION JACK'S

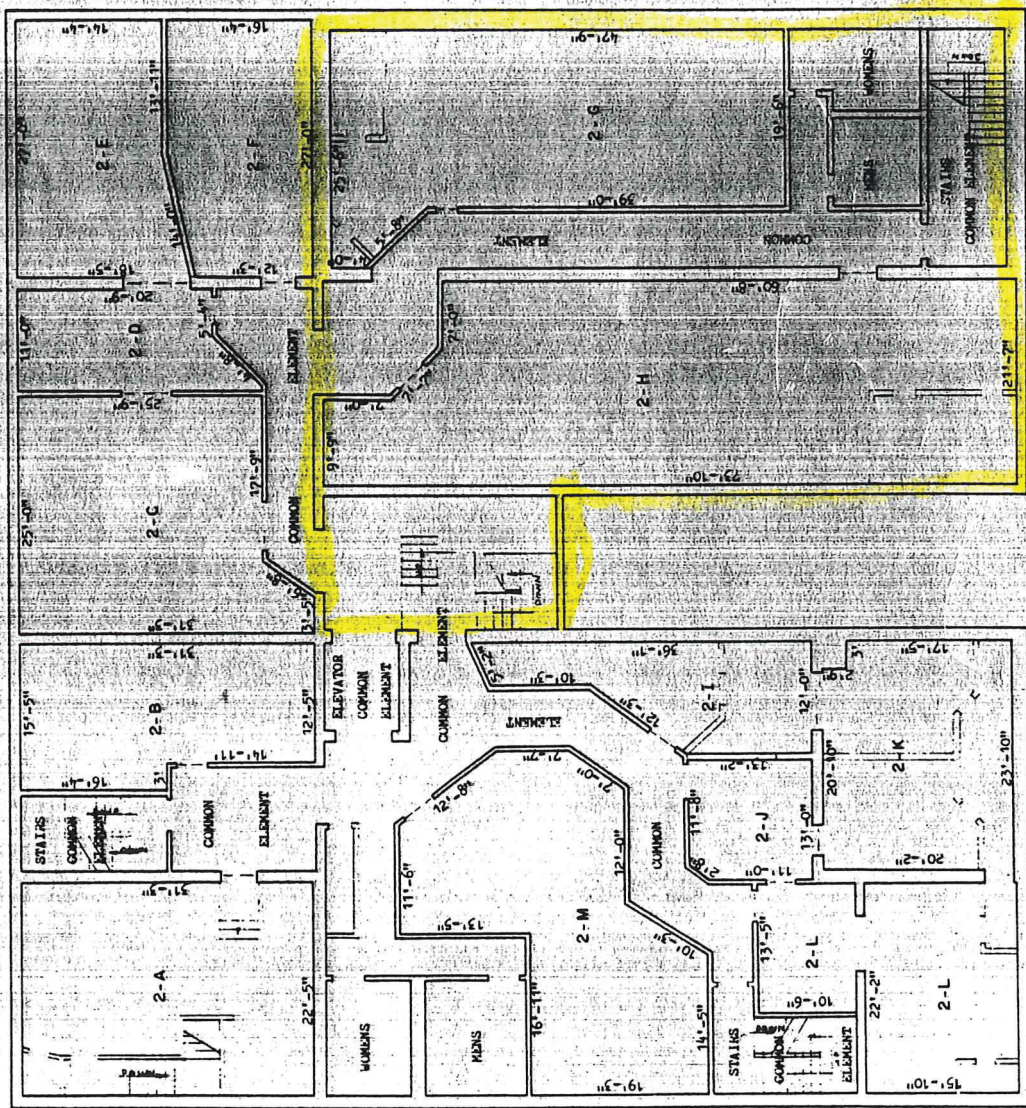
Amusement Devices:

~~Number of video games: _____ Pool Tables: _____~~

~~Other amusement devices: _____~~ NONE PROPOSED

BETWEEN THE LOCKS CONDOMINIUM

CITY OF APPLING, OUTAGATE CLARITY, MISSOURI



SECOND FLOOR

11'-20"

BUILD AREA	BUILDING FLOOR
2-A	201
2-B	202
2-C	203
2-D	204
2-E	205
2-F	206
2-G	207
2-H	208
2-I	209
2-J	210
2-K	211
2-L	212
2-M	213

NOTES: 1. ALL UNITS MUST HAVE ACCESS THROUGHOUT TO ALL OTHER UNITS.
2. ALL UNITS MUST HAVE ACCESS THROUGHOUT TO ALL OTHER UNITS.
3. ALL UNITS MUST HAVE ACCESS THROUGHOUT TO ALL OTHER UNITS.

Yellow Highlight: 3rd Floor Event Space with Alcohol Sales and Consumption (3,000 s.f)

PLAN OF OPERATION AND LOCATIONAL INFORMATION
3rd floor Event Space

Business Information:

Name of business: Stone Arch Brewpub, Inc

Years in operation: 18

(Check applicable proposed business activity(s) proposed for the premises)

- Restaurant
- Tavern/Night Club/Wine Bar
- Painting/Craft Studio
- Microbrewery/Brewpub (manufacturing a total of not more than 310,000 U.S. gallons of fermented malt beverages per calendar year)
- Brewery (manufacturing a total of more than 310,000 U.S. gallons of fermented malt beverages per calendar year)
- Winery (manufacturing of wine)
- Craft-Distillery (manufacturing a total of not more than 100,000 proof gallons of intoxicating liquor per calendar year)
- Distillery (manufacturing a total of more than 100,000 proof gallons of intoxicating liquor per calendar year)
- Tasting room offering fermented malt beverages, wine or intoxicating liquor for consumption and/or retail sales on the premises where the fermented malt beverages, wine or intoxicating liquor is manufactured and/or at an off-premises location associated with premises. Tasting rooms may include food sales.
- Other _____

Detailed explanation of proposed business activities:

Existing Microbrewery/packing operation with tasting room per SUP # 1-12. Proposed to expand operation on the 3rd floor of the existing building for meetings, parties, events with food and beverages and occasionally live music.

Existing gross floor area of building/tenant space, including outdoor spaces:
(square feet) 13,000 s.f. tenant space

Proposed gross floor area of building/tenant space, including outdoor spaces:
(square feet) 3,000 s.f. 3rd floor area

Occupancy Limits:

Maximum number of persons permitted to occupy the building or tenant space as determined by the International Building Code (IBC) or the International Fire Code (IFC), whichever is more restrictive: TBD persons.

Proposed Hours of Operation for Indoor Uses:

Day	From	To
Monday thru Thursday	11 am	10 am
Friday	11 am	10 am
Saturday	11 am	10 am
Sunday	11 am	10 am

Production/Storage Information:

(Check applicable proposed business activity(s) proposed for the premises)

- Current production of fermented malt beverages: _____ U.S. gallons per year
- Proposed production of fermented malt beverages: _____ U.S. gallons per year
- Current production of wine: _____ U.S. gallons per year
- Proposed production of wine: _____ U.S. gallons per year
- Current production of intoxicating liquor: _____ proof gallons per year
- Proposed production of intoxicating liquor: _____ proof gallons per year

X None. If none, leave the following two storage questions blank.

Identify location of grains and/or juice, grapes, other fruits or other agricultural product storage and type of storage container(s) used:

Identify the storage location of spent grains and/or grapes, other fruits or other agricultural products and type of storage container(s) used:

Outdoor Space Uses:

(Check applicable outdoor space uses)

- Patio
- Deck
- Sidewalk Café
- Other _____.

X None. If none, leave the following questions in this section blank.

Size: _____ square feet

Type of materials used and height of material to enclose the perimeter of the outdoor space:

- Fencing
- Landscaping
- Other _____ Height _____ feet

Is there any alcohol consumption incorporated within the outdoor facility? Yes ___ No ___

If yes, please describe:

Are there plans for outdoor music/entertainment? Yes ___ No ___

If yes, describe how the noise will be controlled:

Is there any food service incorporated in this outdoor facility proposal? Yes ___ No ___

Proposed Hours of Operation for Outdoor Space:

Day	From	To
Monday thru Thursday		
Friday		
Saturday		
Sunday		

NOTE: Hours of Operation for Outdoor Uses (Sidewalk Café with Alcohol):

*******Municipal Code Section 9-262(b)(4): The permit holder can begin serving alcoholic beverages in the sidewalk café at 4:00 p.m. Monday through Friday and 11:00 a.m. on Saturday and Sunday. All alcoholic beverages must be removed from the sidewalk café by 9:30 p.m.**

Describe Any Potential Noise Emanating From the Proposed Use:

Describe the noise levels anticipated from all equipment or other mechanical sources:

Live Bands.

Describe how the crowd noise will be controlled inside and outside the building:

Sound panels and Staff.

Off-Street Parking:

Number of spaces existing on-site: 105

Number of spaces proposed on-site: 0

Street Access:

Is street access to the subject property adequate or are any street improvements, such as a new turning lane, necessary to minimize impacts on traffic flow?

Access is adequate.

Other Licensed Premises:

The number of licensed premises within the immediate geographic area of the proposed location will be considered in order to avoid an undue concentration that may have the potential of creating public safety problems or deterring neighborhood development.

List nearby licensed premises:

None.

Number of Employees:

Number of existing employees: 53

Number of proposed employees: 56

Number of employees scheduled to work on the largest shift: 28



REPORT TO CITY PLAN COMMISSION

Plan Commission Public Hearing Date: June 14, 2023

Common Council Meeting Date: June 21, 2023

Item: Special Use Permit #7-23 for tavern with alcohol sales and service and proposed outdoor patio

Case Manager: Jessica Titel, Principal Planner

GENERAL INFORMATION

Owner/Applicant: 2x6 Holdings, LLC c /o Dan Burton – Maritime Bar

Address/Parcel #: 336 W. Wisconsin Avenue and 1312 N. Division Street (Tax Id #31-6-0599-00 & #31-6-0598-00)

Petitioner's Request: The applicant is requesting a Special Use Permit to conform and expand an existing tavern with an outdoor patio area with alcohol sales and consumption.

BACKGROUND

The property at 336 W. Wisconsin Avenue is currently being used as a tavern (Maritime Tavern) and off-street parking lot. The property at 1312 N. Division Street previously contained a single-family home that was recently razed.

On March 16, 2022 the Common Council approved an amendment the City's *Comprehensive Plan 2010-2030* Future Land Use Map from the One and Two-Family Residential designation to the Mixed Use designation for the property located at 1312 N. Division Street (Parcel #31-6-0598-00). In conjunction with that request, the Common Council also approved a rezoning of the subject parcels from C-2 General Commercial District and R-1C Central City Residential District to C-1 Neighborhood Mixed Use District. The requests were made to establish a uniform Future Land Use Map designation and zoning classification for the subject property to allow for a shared parking lot expansion and a patio addition for the existing tavern (Maritime Bar).

An application for a Certified Survey Map to combine both parcels is currently under review. A Site Plan application is currently under review to construct an expansion to the existing parking lot serving Maritime Tavern at 336 W. Wisconsin and constructing an outdoor patio behind the tavern.

STAFF ANALYSIS

Project Summary: The applicant proposes to add an outdoor patio to the existing tavern. The patio is proposed to be approximately 1,650 square feet in area (33 feet x 50 feet). The Special Use Permit will bring the existing tavern into conformance with Section 23-112(e) of the Zoning Code and allow for the addition of an outdoor patio area with alcohol sales and consumption.

Operational Information: A plan of operation is attached to the staff report.

Special Use Permit #7-23

June 14, 2023

Page 2

Outdoor Seating Area: The applicant is proposing to add an outdoor patio that will be approximately 1,650 Square feet in area (33 feet x 50 feet).

Existing Site Conditions: The existing tavern building totals approximately 2,423 square feet in size. The subject parcel at 1312 N. Division is currently vacant. Upon approval and recording of the proposed one-lot Certified Survey Map, the lot size will total 12,839 square feet in area. The subject property also includes an off-street parking lot, with access from West Wisconsin Avenue and future access from North Division Street (upon completion of the proposed parking lot expansion and lot combination).

Current Zoning and Procedural Findings: The subject property has a zoning designation of C-1 Neighborhood Mixed Use District. Per Section 23-112(e) of the Municipal Code, a tavern requires a Special Use Permit in the C-1 District. The existing tavern does not have a Special Use Permit as it has been in operation prior to the need to obtain a Special Use Permit. Since the proposed patio area expands the alcohol sales and consumption area by more than 10% of the existing area, a Special Use Permit is required. The Special Use Permit will bring the existing tavern into conformance with Section 23-112(e) and allow for the addition an outdoor patio area with alcohol sales and consumption. The Plan Commission makes a recommendation to the Common Council who will make the final decision on the Special Use Permit. A two-thirds vote of the Common Council is required for approval.

Surrounding Zoning and Land Uses: The surrounding area is under the jurisdiction of the City of Appleton (north, south, east, and west). The uses are generally commercial and residential in nature.

North: R-2 Two-Family District. The adjacent land use to the north is currently a two-family residential home.

South: C-2 General Commercial District. The adjacent land uses to the south are currently multi-tenant buildings containing a mix of commercial uses.

East: C-2 General Commercial District. The adjacent land use to the east is currently a mix of commercial uses in a multi-tenant building.

West: C-2 General Commercial District. The adjacent land uses to the west are currently commercial.

Appleton Comprehensive Plan 2010-2030: Community and Economic Development staff has reviewed this proposal and determined it is compatible with goals and objectives found in the City's *Comprehensive Plan 2010-2030*. Listed below are related excerpts from the City's *Comprehensive Plan 2010-2030*.

Goal 1 – Community Growth

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

Goal 8 – Economic Development

Appleton will pursue economic development that retains and attracts talented people, brings good jobs to the area, and supports the vitality of its industrial areas, downtown, and neighborhood business districts.

Special Use Permit #7-23

June 14, 2023

Page 3

OBJECTIVE 9.5 Economic Development:

Encourage new development and redevelopment activities that create vital and attractive neighborhoods and business districts.

OBJECTIVE 10.5 Land Use:

Support the continued redevelopment and revitalization of land uses adjacent to Appleton's key transportation corridors and downtown.

Chapter 15 - Wisconsin Avenue Corridor Plan – General Plan Primary Objective 3:

Encourage private renovation and redevelopment that addresses existing limitations of platting and land assembly, site planning issues such as parking and access, and aesthetics.

Technical Review Group (TRG) Report: This item appeared on the May 23, 2023 TRG agenda. No negative comments were received from participating departments.

Zoning Ordinance Requirements and Substantial Evidence: When reviewing an application for a Special Use Permit, the City must determine if the applicant's proposal satisfies Municipal Code requirements and conditions. Pursuant to Section 23-66(c)(5) of the Municipal Code, the Plan Commission and Common Council must provide substantial evidence supporting their decision to approve, approve with conditions, or deny the Special Use Permit. Substantial evidence means "facts and information, other than merely personal preferences or speculation, directly pertaining to the requirements and conditions an applicant must meet to obtain a Special Use Permit and that reasonable persons would accept in support of a conclusion." Any requirements and conditions listed for approval must be reasonable, and to the extent practicable, measurable.

Finding of Fact: This request was reviewed in accordance with the standards (proper zoning district, district regulations, special regulations, comprehensive plan and other plans, traffic, landscaping and screening, neighborhood compatibility, and impact on services) for granting a Special Use Permit under Section 23-66(e)(1-8) of the Municipal Code, which were found in the affirmative, as long as all stipulations are satisfied.

RECOMMENDATION

Staff recommends, based on the above analysis, that Special Use Permit #7-23 for an existing tavern and proposed outdoor patio located at 336 W. Wisconsin Avenue and 1312 N. Division Street (Tax Id #31-6-0599-00 & #31-6-0598-00), as shown on the attached maps and per attached plan of operation, along with the attached resolution, **BE APPROVED** to run with the land, subject to the following conditions:

1. The applicant shall receive approval of a Liquor License premise amendment from the City Clerk prior to serving alcohol on the outdoor patio.

Substantial Evidence: This condition provides notice to the applicant that a Liquor License is also needed prior to serving alcohol.

2. The use shall conform to the standards established in Chapter 9, Article III, Alcoholic Beverages, of the Appleton Municipal Code.

Substantial Evidence: This condition is one of the special regulations included in Section 23-66(h)(6) of the Zoning Ordinance for this particular use.

Special Use Permit #7-23

June 14, 2023

Page 4

3. The site shall be kept free of litter and debris.

Substantial Evidence: This condition is one of the special regulations included in Section 23-66(h)(6) of the Zoning Ordinance for this particular use.

4. All Zoning, Building, Fire, Engineering, Utility and other Municipal Codes, and all applicable State and Federal laws shall be complied with.

Substantial Evidence: This condition is one of the special regulations included in Section 23-66(h)(6) of the Zoning Ordinance for this particular use.

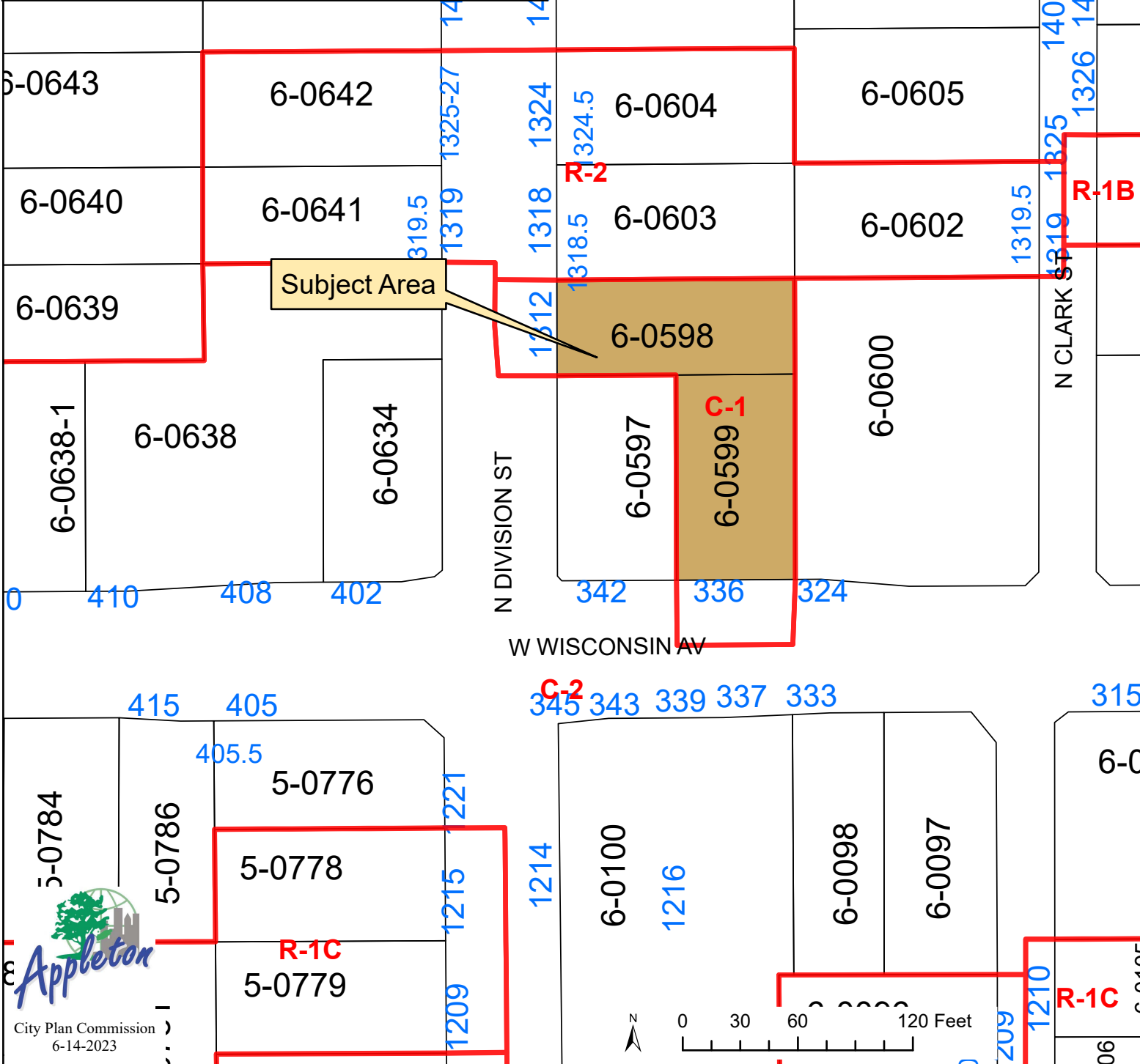
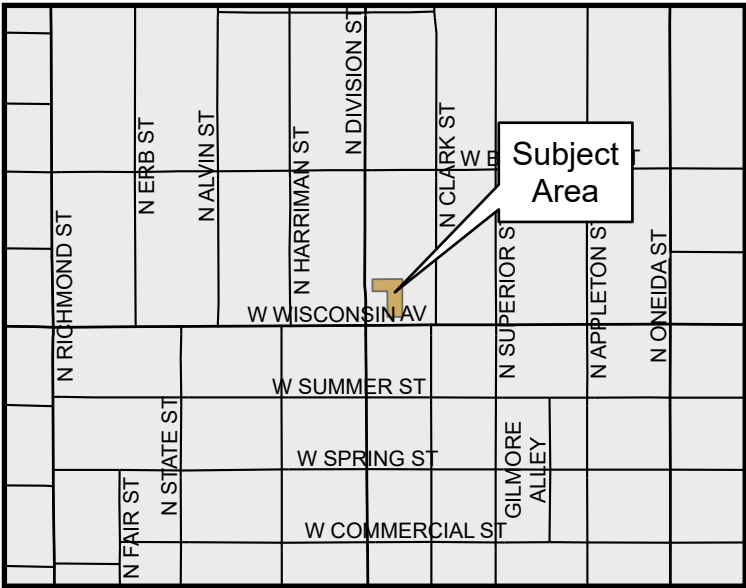
5. Any expansions of the special use, changes to the development plan(s), plan of operation or any conditions of approval may require a major or minor amendment request to this Special Use Permit pursuant to Section 23-66(g) of the Zoning Ordinance. Contact the Community and Economic Development Department to discuss any proposed changes.

Substantial Evidence: Standardized condition that establishes parameters for the current application and identifies the process for review of any future changes to the special use.

6. The proposed outdoor patio will cross an existing property line. Prior to construction of the outdoor patio, Certified Survey Map (CSM #4-22) shall be approved and recorded.

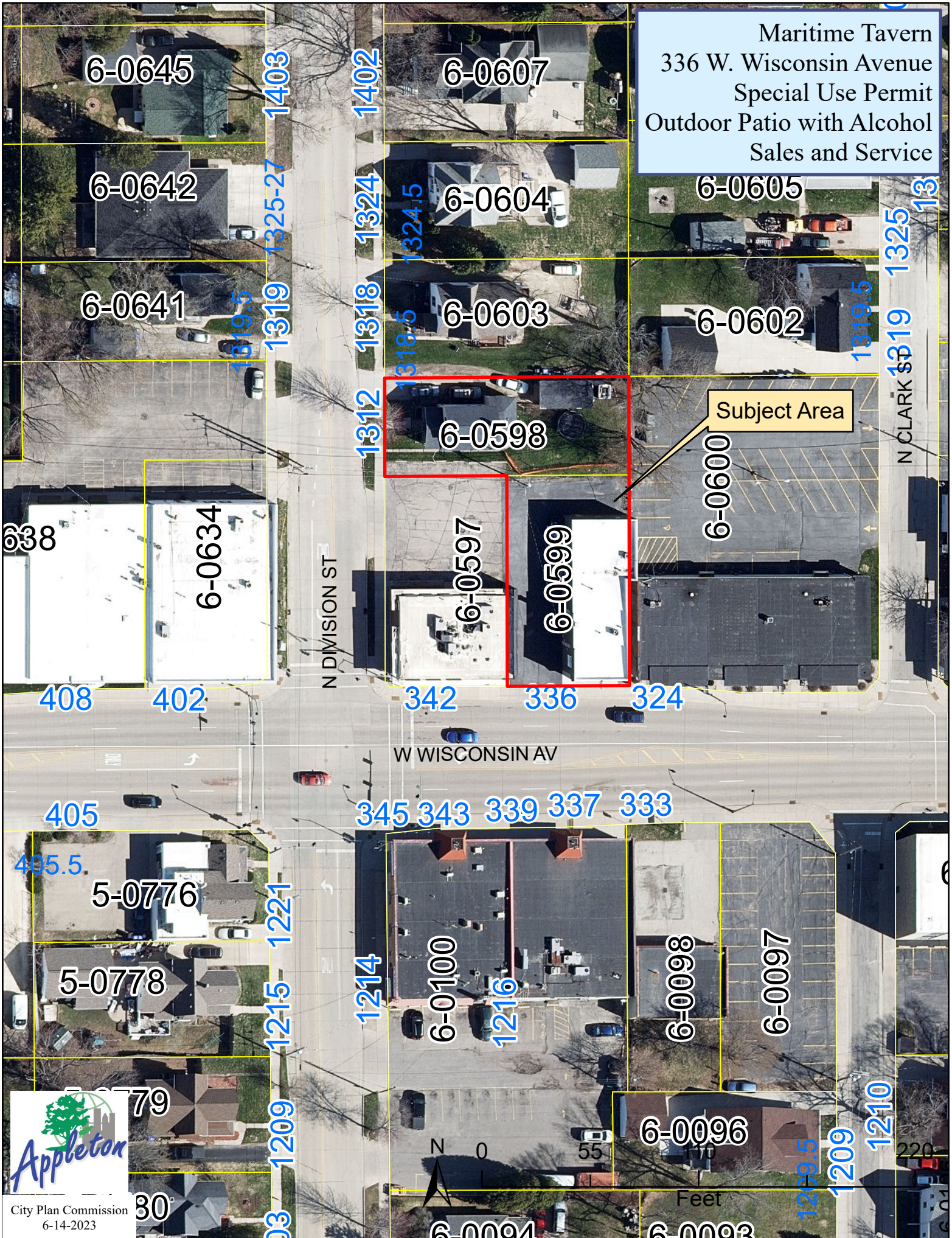
Substantial Evidence: This condition provides notice to the owner and applicant that accessory structures are not permitted to cross property lines. The Certified Survey Map is required to comply with Zoning Code standards.

Maritime Tavern
336 W. Wisconsin Avenue
Special Use Permit
Outdoor Patio with Alcohol
Sales and Service



Maritime Tavern
336 W. Wisconsin Avenue
Special Use Permit
Outdoor Patio with Alcohol
Sales and Service

Subject Area



**CITY OF APPLETON
RESOLUTION FOR SPECIAL USE PERMIT #7-23
TAVERN WITH OUTDOOR PATIO WITH ALCOHOL
336 W. WISCONSIN AVENUE & 1312 N. DIVISION STREET**

WHEREAS, Dan Burton, of Maritime Bar, has applied for a Special Use Permit to add an outdoor patio with alcohol sales and service associated with an existing tavern located at 336 W. Wisconsin Avenue and 1312 N. Division Street, also identified as Parcel Numbers 31-6-0599-00 & 31-6-0598-00; and

WHEREAS, the existing tavern is located in the C-1 Neighborhood Mixed Use District, and the proposed outdoor patio may be permitted by Special Use Permit within this zoning district pursuant to Chapter 23 of the Municipal Code; and

WHEREAS, the City of Appleton Plan Commission held a public hearing on June 14, 2023 on Special Use Permit #7-23, at which all those wishing to be heard were allowed to speak or present written comments and other materials at the public hearing; and

WHEREAS, the City of Appleton Plan Commission has reviewed and considered the Community and Economic Development Department's staff report and recommendation, as well as other spoken and written evidence and testimony presented at the public hearing; and

WHEREAS, the City of Appleton Plan Commission reviewed the standards for granting a Special Use Permit under Sections 23-66(e)(1-8) of the Municipal Code; and

WHEREAS, the City of Appleton Plan Commission reviewed the standards for imposing conditions on the Special Use Permit under Section 23-66(c)(5) of the Municipal Code, and forwarded Special Use Permit #7-23 to the City of Appleton Common Council with a favorable conditional or not favorable (CIRCLE ONE) recommendation; and

WHEREAS, the City of Appleton Common Council has reviewed the report and recommendation of the City of Appleton Plan Commission at their meeting on June 21, 2023.

NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED by the Common Council, based on Community and Economic Development Department's staff report and recommendation, as well as other spoken and written evidence and testimony presented at the public hearing and Common Council meeting, and having considered the recommendation of the City Plan Commission, that the Common Council:

1. Determines all standards listed under Sections 23-66(e)(1-8) of the Municipal Code are found in the affirmative YES or NO (CIRCLE ONE)
2. If NO, the City of Appleton Common Council hereby denies Special Use Permit #7-23 to add an outdoor patio with alcohol sales and service associated with an existing tavern located at 336 W. Wisconsin Avenue and 1312 N. Division Street, also identified as Parcel Numbers 31-6-0599-00 & 31-6-0598-00, based upon the following standards and determinations: (List reason(s) why the Special Use Permit was denied)

3. If YES, the City of Appleton Common Council hereby approves Special Use Permit #7-23 for an outdoor patio with alcohol sales and service associated with an existing tavern located at 336 W. Wisconsin Avenue and 1312 N. Division Street, also identified as Parcel Numbers 31-6-0599-00 & 31-6-0598-00, subject to the following conditions as they are related to the purpose of the City of Appleton Municipal Code and based on substantial evidence:

CONDITIONS OF APPROVAL FOR SPECIAL USE PERMIT #7-23:

- A. The applicant shall receive approval of a Liquor License premise amendment from the City Clerk prior to serving alcohol on the outdoor patio.
 - B. The use shall conform to the standards established in Chapter 9, Article III, Alcoholic Beverages, of the Appleton Municipal Code.
 - C. The site shall be kept free of litter and debris.
 - D. All Zoning, Building, Fire, Engineering, Utility and other Municipal Codes, and all applicable State and Federal laws shall be complied with.
 - E. Any expansions of the special use, changes to the development plan(s), plan of operation or any conditions of approval may require a major or minor amendment request to this Special Use Permit pursuant to Section 23-66(g) of the Zoning Ordinance. Contact the Community and Economic Development Department to discuss any proposed changes.
 - F. The proposed outdoor patio will cross an existing property line. Prior to construction of the outdoor patio, Certified Survey Map (CSM #4-22) shall be approved and recorded.
4. The City Clerk's Office is hereby directed to give a copy of this resolution to the owner/applicant, Community and Economic Development Department, Inspections Division, and any other interested party.

Adopted this _____ day of _____, 2023.

Jacob A. Woodford, Mayor

ATTEST:

Kami Lynch, City Clerk

PLAN OF OPERATION AND LOCATIONAL INFORMATION

Business Information:

Name of business: Maritime Bar/2x6 Holdings LLC

Years in operation: 8 plus

(Check applicable proposed business activity(s) proposed for the premises)

- Restaurant
- Tavern/Night Club/Wine Bar
- Painting/Craft Studio
- Microbrewery/Brewpub (manufacturing a total of not more than 310,000 U.S. gallons of fermented malt beverages per calendar year)
- Brewery (manufacturing a total of more than 310,000 U.S. gallons of fermented malt beverages per calendar year)
- Winery (manufacturing of wine)
- Craft-Distillery (manufacturing a total of not more than 100,000 proof gallons of intoxicating liquor per calendar year)
- Distillery (manufacturing a total of more than 100,000 proof gallons of intoxicating liquor per calendar year)
- Tasting room offering fermented malt beverages, wine or intoxicating liquor for consumption and/or retail sales on the premises where the fermented malt beverages, wine or intoxicating liquor is manufactured and/or at an off-premises location associated with premises. Tasting rooms may include food sales.
- Other Add outdoor patio area

Detailed explanation of proposed business activities:

Addition of an outdoor patio with alcohol sales and consumption.

Existing gross floor area of building/tenant space, including outdoor spaces:

(square feet) 2,423 SF

Proposed gross floor area of building/tenant space, including outdoor spaces:

(square feet) 4,073 SF

Occupancy Limits:

Maximum number of persons permitted to occupy the building or tenant space as determined by the International Building Code (IBC) or the International Fire Code (IFC), whichever is more restrictive: ⁹⁹_____ persons.

Proposed Hours of Operation for Indoor Uses:

Day	From	To
Monday thru Thursday	3P	Close
Friday	1P	Close
Saturday	1P	Close
Sunday	1P	Close

Production/Storage Information:

(Check applicable proposed business activity(s) proposed for the premises)

- Current production of fermented malt beverages: _____ U.S. gallons per year
- Proposed production of fermented malt beverages: _____ U.S. gallons per year
- Current production of wine: _____ U.S. gallons per year
- Proposed production of wine: _____ U.S. gallons per year
- Current production of intoxicating liquor: _____ proof gallons per year
- Proposed production of intoxicating liquor: _____ proof gallons per year

None. If none, leave the following two storage questions blank.

Identify location of grains and/or juice, grapes, other fruits or other agricultural product storage and type of storage container(s) used:

Identify the storage location of spent grains and/or grapes, other fruits or other agricultural products and type of storage container(s) used:

Outdoor Space Uses:

(Check applicable outdoor space uses)

- Patio
- Deck
- Sidewalk Café
- Other _____.
- None. If none, leave the following questions in this section blank.

Size: 1650 (33x50) square feet

Type of materials used and height of material to enclose the perimeter of the outdoor space:

Fencing Landscaping Other _____ Height 3' to 6' feet

Is there any alcohol consumption incorporated within the outdoor facility? Yes No

If yes, please describe:

Addition of an outdoor patio with alcohol sales and consumption.

Are there plans for outdoor music/entertainment? Yes No

If yes, describe how the noise will be controlled:

Is there any food service incorporated in this outdoor facility proposal? Yes No

Proposed Hours of Operation for Outdoor Space:

Day	From	To
Monday thru Thursday	3P	Close
Friday	3P	Close
Saturday	1P	Close
Sunday	1P	Close

NOTE: Hours of Operation for Outdoor Uses (Sidewalk Café with Alcohol):

*******Municipal Code Section 9-262(b)(4): The permit holder can begin serving alcoholic beverages in the sidewalk café at 4:00 p.m. Monday through Friday and 11:00 a.m. on Saturday and Sunday. All alcoholic beverages must be removed from the sidewalk café by 9:30 p.m.**

Describe Any Potential Noise Emanating From the Proposed Use:

Describe the noise levels anticipated from all equipment or other mechanical sources:
TVs

Describe how the crowd noise will be controlled inside and outside the building:

Perimeter fencing.

Off-Street Parking:

Number of spaces existing on-site: 17

Number of spaces proposed on-site: 17

Street Access:

Is street access to the subject property adequate or are any street improvements, such as a new turning lane, necessary to minimize impacts on traffic flow?

No

Other Licensed Premises:

The number of licensed premises within the immediate geographic area of the proposed location will be considered in order to avoid an undue concentration that may have the potential of creating public safety problems or deterring neighborhood development.

List nearby licensed premises:

10 Frame

Number of Employees:

Number of existing employees: 6

Number of proposed employees: 6

Number of employees scheduled to work on the largest shift: 2

SITE PLAN

OWNERS

2X6 HOLDINGS LLC
503 HOMESTEAD TRAIL
KIMBERLY, WI 54136

TWO BUCKS ONLY II LLC
512 CORTLAND COURT
KIMBERLY, WI 54136

GENERAL CONTRACTOR

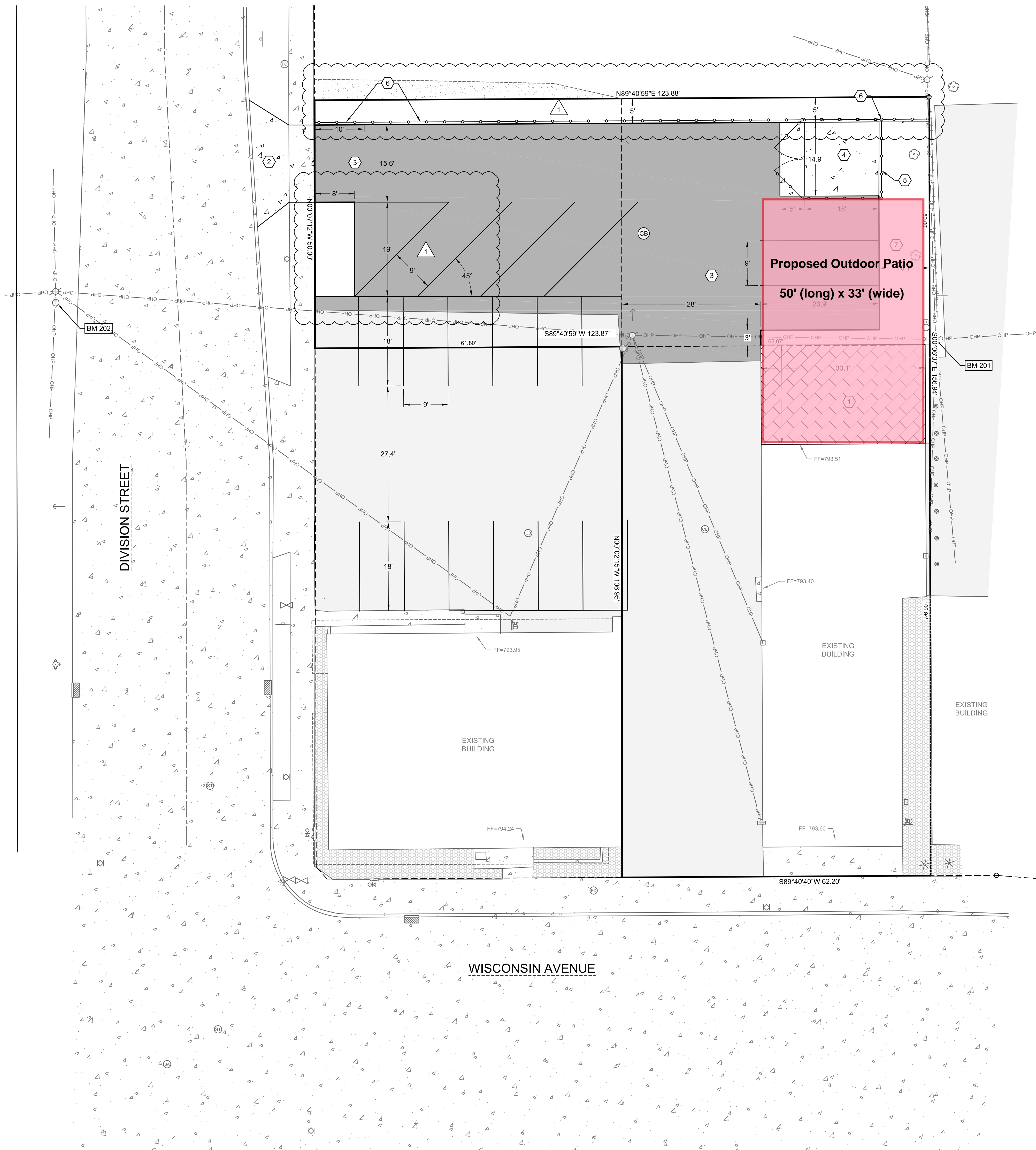
CR STRUCTURES GROUP, INC.
327 RANDOLPH DRIVE - SUITE A
APPLETON, WI 54913

SHEET KEY NOTES:

- ① EXTERIOR PATIO
- ② RELOCATED DRIVEWAY APRON; SEE DETAIL D SHEET C6
- ③ ASPHALT PAVEMENT; SEE DETAIL E SHEET C6
- ④ DUMPSTER PAD; SEE DETAIL F SHEET C6
- ⑤ DUMPSTER ENCLOSURE, TO BE 5' HIGH CHAIN LINK FENCE WITH VINYL PRIVACY SLATS
- ⑥ 6' BOARD ON BOARD FENCE, FENCE TO BE NO HIGHER THAN 3' WITHIN 10' OF THE RIGHT-OF-WAY
- ⑦ SNOW STORAGE

SITE STATISTICS

① ADDRESS	336 W. WISCONSIN AVENUE
PARCEL NO.	31-6-0599-00
PARCEL SIZE	12,629 SF
ZONING	C-1 - NEIGHBORHOOD MIXED USE DISTRICT
EXISTING SITE	31-6-0599-00
GREEN SPACE	6501 SF
IMPERVIOUS AREA	
BUILDING	2444 SF
PAVEMENT	3684 SF
TOTAL IMPERVIOUS	6128 SF
PROPOSED SITE	
TOTAL DISTURBED AREA	6948 SF
GREEN SPACE REQUIRED (10%)	1263 SF
GREEN SPACE PROVIDED	1630 SF
IMPERVIOUS AREA	
BUILDING	2444 SF
PAVEMENT	8558 SF
TOTAL	11002 SF
PARKING SPACES REQUIRED	50% OF 1 SPACE/3 PERSONS MAXIMUM CAPACITY MAXIMUM CAPACITY = 99 50% X 99 / 3 = 17 STALLS
PARKING SPACES PROVIDED	20 PROVIDED, INCLUDES PROPERTY NEXT DOOR
RECYCLING CALCULATIONS	
7 CF / 1000 SF	
2444 SF / 1000 SF X 7 CF = 17.1 CF	
MINIMUM DUMPSTER 2 CY (54 CF)	



PROPOSED PARKING LOT EXPANSION FOR,

MARITIME TAVERN

APPLETON, WISCONSIN

DATE: 01/08/2022
ARCH: J. EHRFURTH
D. BY: RPH
JOB: 20-180
REV: 3/23/2022 CITY COMMENTS

C3

MACH IV
ENGINEERING • SURVEYING • ENVIRONMENTAL

2260 Salscheider Court Green Bay, WI 54313
PH: 920-569-5765; Fax: 920-569-5767
www.mach-iv.com
Project Number: 1892-01-21

#5-R-23

Resolution Joining the Wisconsin Local Government Climate Coalition (WLGCC)

Submitted By: Alderpersons Brad Firkus - District 3, Kristin Alfheim - District 11, and Denise Fenton - District 6

Submitted Date: June 7, 2023

Referred To: Parks & Recreation Committee

WHEREAS, the Common Council of the City of Appleton on November 20, 2019, passed resolution 13-R-19 resolving that the City recognizes the overwhelming threats from climate change and human induced stressors to our environment, infrastructure, economy, and residents' health require that we take bold mitigation and adaptation measures to address these consequences of climate change; and

WHEREAS, the Common Council of the City of Appleton recognizes that efforts to reduce carbon emissions, adapt to climate change impacts and address issues of environmental pollution and waste will benefit Appleton residents through cost savings, stable energy prices, job opportunities and increased local revenues, social equity, improved air and water quality, and improved public health; and

WHEREAS, The City of Appleton Advisory Panel on Sustainability and Climate Resilience has recommended the City of Appleton join the Wisconsin Local Government Climate Coalition; and

WHEREAS, the State of Wisconsin has a goal of 100 percent carbon-free electricity by 2050 and local governments are important actors to help implement the State's goal and Clean Energy Plan;

WHEREAS, the City of Appleton has:

- A Mission Statement that includes meeting the community needs and enhancing the quality of life.
- In 2005, Established a 25% Energy Reduction Goal by 2025.
- In 2010, joined the Green Tier Legacy Community through the Wisconsin Department of Natural Resources.
- In 2019 passed Climate Change Resolution 13-R-19.
- In 2021, created a Master Plan to Move Appleton Towards Sustainability

WHEREAS, the Wisconsin Local Government Climate Coalition is a group of local governments who work together to seek low-carbon and clean energy solutions. Members recognize that climate change poses severe risks to our communities and that we cannot avoid the worst effects of climate change without effective state policy; and

WHEREAS, the Wisconsin Local Government Climate Coalition supports:

- Increased state and federal funding for energy efficiency, renewable energy, electrification of transportation and buildings, and advanced technology and research development solutions.

- State policies and laws that enable local governments and others to implement such actions to grow the clean energy workforce.
- State plan to retire coal plants no later than 2045.
- Choices and universal access to clean energy to reduce cost and participation barriers.
- Smart growth development policies and funding to reduce vehicle miles traveled, preserve natural resources, including agricultural, forestry, and recreational lands; and

WHEREAS, there is no cost to becoming a Wisconsin Local Government Climate Coalition member and the technical assistance provided to the City can result in additional savings and grant opportunities; and

WHEREAS, the City of Appleton shares the goals of the Wisconsin Local Government Climate Coalition;

NOW THEREFORE BE IT RESOLVED, by the Common Council of the City of Appleton that the City of Appleton officially joins the Wisconsin Local Government Climate Coalition in their efforts.

.

#5-R-23

Resolution Joining the Wisconsin Local Government Climate Coalition (WLGCC)

Submitted By: Alderpersons Brad Firkus - District 3, Kristin Alfheim - District 11, and Denise Fenton - District 6

Submitted Date: June 7, 2023

Referred To: Parks & Recreation Committee – Amended at P&R 6/12/2023

WHEREAS, The City of Appleton Advisory Panel on Sustainability and Climate Resilience has recommended the City of Appleton join the Wisconsin Local Government Climate Coalition; and

NOW THEREFORE BE IT RESOLVED, by the Common Council of the City of Appleton that the City of Appleton officially joins the Wisconsin Local Government Climate Coalition.



Community needs...enhancing quality of life."

**PARKS, RECREATION & FACILITIES
MANAGEMENT**

Dean R. Gazza, Director

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

TO: Finance Committee

FROM: Dean R. Gazza, Director of Parks, Recreation and Facilities Management

DATE: 6/19/2023

RE: Action Item: Approval of Bid Packages and project related expenses into the Guaranteed Maximum Price Amendment to The Boldt Company for the Library Construction Project for a contract not to exceed \$30,928,247.

The delivery method utilized for this project is Construction Manager at risk (CM). The CM is hired as the Owner's agent and contracts directly with sub-contractor(s) in an "at-risk" position. All work is publicly bid to comply with state bidding laws. Once the lowest qualified bidder is determined, the sub-contractor(s) contracts with the CM to complete the work. The CM provides a guaranteed maximum price in which any costs above this are the risk of the CM. The City pays for the actual costs of the work completed (up to the maximum guarantee) and any change orders if there is a scope change.

On June 15, 2023, bids were opened for all areas of construction. We received multiple bids as provided below and recommend proceeding with the lowest responsible bidders. Upon approving the bids Boldt Construction will enter a contract with each to complete the related work.

Bid Unit 02A - Demolition:

Contractor	Bid
The Boldt Company	\$1,267,739
HM Brandt, LLC	\$1,483,518
The MRD Group	\$1,729,000
Veit	\$1,353,500

Bid Unit 03A – Building Concrete:

Contractor	Bid
The Boldt Company	\$1,287,371

Bid Unit 03B – Polished Concrete:

Contractor	Bid
Protective Coating Specialists	\$140,629
Floorcare USA Inc.	\$223,448

Bid Unit 04A - Masonry:

Contractor	Bid
The Boldt Company	\$518,468

Bid Unit 05A – Structural Steel & Miscellaneous Metals:

Contractor	Bid
The Boldt Company	\$1,022,068
Benson and Houle	\$987,000
SPE, Inc.	\$1,204,300
Red Cedar	\$1,996,000

Bid Unit 05B – Cold Formed & Light Gauge Framing & Gypsum Assemblies:

Contractor	Bid
The Boldt Company	\$1,682,255
Appleton Lathing Corporation	\$1,596,830

Bid Unit 06A – General Trades:

Contractor	Bid
The Boldt Company	\$2,698,269

Bid Unit 07A – Membrane Roofing:

Contractor	Bid
Craft, Inc.	\$1,180,825

Bid Unit 08A – Exterior Enclosure:

Contractor	Bid
Corcoran	\$2,272,082
Omni Glass	\$1,969,691

Bid Unit 09A – Flooring:

Contractor	Bid
Macco's	\$440,657
Gegare Tile, Inc.	\$482,590
Schleis Floor Covering	\$459,953
HJ Martin	\$502,290

Bid Unit 09B – Painting/Wall Coverings:

Contractor	Bid
Corcoran	\$476,897
Omni Glass & Paint	\$538,034
Spies Painting	\$258,890

Bid Unit 09D – Acoustic Ceilings:

Contractor	Bid
Appleton Lathing Corporation	\$623,955
Verhalen, Inc.	\$391,267
Performance Contracting, Inc.	\$446,942

Bid Unit 14A – Elevators:

Contractor	Bid
Otis Elevator Company	\$533,701

Bid Unit 21A – Fire Protection:

Contractor	Bid
United States Fire Protection	\$644,631
Fireline Sprinkler LLC	\$278,000

Bid Unit 22A – Plumbing:

Contractor	Bid
August Winter & Sons	\$1,479,000
J.F. Ahern	\$1,284,380

Bid Unit 23A – HVAC:

Contractor	Bid
Johnson & Jonet Mech., Inc.	\$5,192,000
B&P Mechanical, Inc.	\$4,350,000
August Winter & Sons, Inc.	\$5,890,000
Hurckman Mechanical	\$4,942,850
J.F. Ahern Co.	\$4,931,600

Bid Unit 23B – Geo-Thermal:

Contractor	Bid
Allowance	\$1,200,000

Bid Unit 26A – Electrical:

Contractor	Bid
Elmstar Electric Company	\$5,055,523
Faith Technologies, Inc	\$4,162,945
Van Ert Electric	\$4,204,672
Northland Electric Services	\$4,733,000

Bid Unit 31A – Site Clearing/Sitework:

Contractor	Bid
Calnin & Goss, Inc.	\$436,000
Ostregna Excavating, Inc.	\$621,783
Veit & Company, Inc.	\$505,597

Bid Unit 32A – Asphalt Paving:

Contractor	Bid
Northeast Asphalt, Inc.	\$93,595
MCC	\$116,655

Bid Unit 32B – Site Concrete:

Contractor	Bid
Martell Construction	\$306,900

Bid Unit 32C – Landscape/Irrigation:

Contractor	Bid
Schmalz Custom Landscaping	\$198,800
Lowneys Landscaping Center, Inc.	\$523,250

Bid Unit 33A – Utilities:

Contractor	Bid
Calnin & Goss, Inc.	\$467,000
Veit & Company, Inc.	\$563,880
Joe DeNoble Sewer & Water Inc.	\$472,391

In addition, general conditions, general requirements, equipment construction fee, insurances, performance/payment bonds and contingency total \$30,928,247.

Bids for Construction – \$24,848,957
Geo-Thermal (Owner) Allowance - \$1,200,000
General Conditions – \$1,695,017
General Requirements - \$711,969
Equipment - \$813,122
Construction Fee – \$139,630
Insurance Builders Risk – \$35,000
Insurance General Liability - \$304,437
Performance and Payment Bond - \$180,115
Contingency - \$1,000,000

Please feel free to contact me at 832-5572 with any questions, or by email at dean.gazza@appleton.org.



Community needs...enhancing quality of life."

**PARKS, RECREATION & FACILITIES
MANAGEMENT**

Dean R. Gazza, Director

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

TO: Finance Committee

FROM: Dean R. Gazza, Director of Parks, Recreation and Facilities Management

DATE: 6/19/2023

RE: Action Item: Approval of increased contract to Skidmore, Owings & Merrill (SOM) from \$2,892,633 to \$4,272,451.

The Request for Proposal by architects required that fees were based on the cost of construction totaling \$24.4 million dollars to ensure all architects provided equal cost proposals and represented the amount the City of Appleton had allocated towards the project. The City of Appleton's allocation increased by \$2 million and private donations were estimated at \$12 million thus the architectural fees were increased per the contract by \$973,800 to represent the estimated cost of construction of \$35.2 million.

After the initial bids were received it was decided a redesign to get the project within the approved budget was required. The additional redesign fees totaled \$381,018 plus \$25,000 in reimbursables.

Overall, the architects' fees have been adjusted to \$4,167,451 and reimbursables total \$105,000 totaling a contract amount of \$4,272,451.

Please feel free to contact me at 832-5572 with any questions, or by email at dean.gazza@appleton.org.



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

**PARKS, RECREATION & FACILITIES
MANAGEMENT**

Dean R. Gazza, Director

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

TO: Finance Committee

FROM: Dean R. Gazza

DATE: 6/12/2023

RE: Action: Approve Change Order #2 to the "2022 Telulah Pavilion Repairs Project" to RJM Construction LLC. in the amount of \$14,147. The overall contract will increase from \$61,050 to \$75,197.

Action: Approve balance transfer of \$15,000 from the "2023 Parks Hardscape Repairs Project" to "2022 Telulah Pavilion Repairs Project."

The 2022 Capital Improvement Plan to renovate the pavilion at Telulah Park. During construction it was determined that there has been a silicone-based coating applied to the north and east exterior walls preventing those walls from being painted. Change Order #2 was created to remove the existing silicone-based coating and prep the north and east walls for paint. The south and west walls have been painted, but the north and east walls need to be painted to complete the project. As a result the project budget falls short and requires additional funding.

We are requesting a balance transfer from the "2023 Parks Hardscape Repairs Project" to "2022 Telulah Pavilion Repairs Project." The 2023 Parks Hardscape Repairs Project bid under the estimated budget.

This request is to increase the contract amount by \$14,147, approve Change Order #2, and approve a positive balance transfer of \$15,000 from the "2023 Parks Hardscape Repairs Project" to "2022 Telulah Pavilion Repairs Project."

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



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

Department of Utilities
Appleton Water Treatment Facility
2281 Manitowoc Road
Menasha, Wisconsin 54952
920-832-5945 ph
920-832-5949

To: Chairperson Brad Ferkus and Members of the Finance Committee

From: Utilities Deputy Director, Chris Stempa

Date: June 8, 2023

Re: Finance Committee Action: Award "AWTF Compressed Air System Improvements Project" Base Bid to Rhode Brothers, Inc. in the amount of \$177,700 with 10% contingency of \$17,770 for a project total not to exceed \$195,470

Finance Committee Action: Approve positive fund balance transfer of \$50,000 from the Lake Station Intake Consulting budget to the AWTF Compressed Air System Improvements Project

BACKGROUND

The Appleton Water Treatment Facility (AWTF) utilizes compressed air for various processes, instrumentation, and for general use (e.g. tools). The existing compressed air system is comprised of (1) Atlas Copco 40 HP, manufactured in 1993, and (1) Kaiser 50 HP compressor, installed in 2003, that are the primary facility compressors along with (2) Saylor-Beall compressors, installed in 2001, that are used for back-up. The Atlas Copco compressor was purchased and installed later by facility staff. The Saylor-Beall compressors only run if both of the primary compressors have failed. The Atlas Copco and Kaiser compressors currently operate in a lead/lag configuration with change-over happening every 24 hours. The existing Kaiser and Atlas Copco compressors have exceeded their projected useful life and have experienced various service-related issues over the past several years.

The increasing frequency of compressor mechanical issues coupled with questions arising regarding required capacity and efficiency provided the basis of this CIP. McMahon provided an engineering evaluation based on compressor unit current conditions and operating parameters, air system controls, capacity needs, load duty cycles, and energy consumption analyses. The findings of that evaluation were utilized to select the most technically and economically sound replacement options that factored all existing sub-systems. That information served as the foundation of the construction plans and specifications that McMahon prepared for public bidding.

BIDS:

On Wednesday, June 7, 2023 the City opened and reviewed the bids from two contractors which are summarized in the Table 1 below. Each bid met the submittal requirements. Rhode Brothers, Inc. was the least cost responsible bidder. However, the total bid amount exceeded the original approved budget by approximately 18%. The cost escalation is not unique to this public bid and broadly extends into nearly every facet of procurement. Contributing factors include but are not limited to sustained high demand for goods and services along with inflationary increases since this project budget had been formulated.

Table 1: Bid Tab Summary

Company	Base Bid
August Winter and Sons, Inc.	\$206,000
Rhode Brothers, Inc.	\$177,700

RECOMMENDATION:

The Utilities Department requests the transfer of \$50,000 in remaining funds from the Lake Station Intake consulting budget to cover the budget shortfall associated with the AWTF Compressed Air System Improvements Project bid amount plus 10% contingency. The Finance Department was consulted to help provide this recommendation and provided the attached Budget Amendment Request form.

I am requesting an award of the Compressed Air System Improvements Project base bid to Rhode Brothers, Inc. in the amount of \$177,700 with 10% contingency of \$17,770 for a project total not to exceed \$195,470.

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



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

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

To: Chairperson Brad Firkus and Members of the Finance Committee

From: Chris Stempa, Utilities Deputy Director

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

Date: June 5, 2023

Re: *Action: Approve Change Order #3 to Miron Construction contract as part of the AWWTP Sludge Storage Building Addition Construction Project totaling \$50,910.19 resulting in a decrease in contingency from \$741,241 to \$690,331*

BACKGROUND:

On July 20, 2022 Common Council approved a contract for the Appleton Wastewater Treatment Plant (AWWTP) Sludge Storage Building Addition Construction Project to Miron Construction in the amount of \$5,330,989 with 15% contingency of \$799,648 for a project total not to exceed \$6,130,637. The change order tasks summarized within Table 1 represents work added to the original contract scope of work (per Section IV P of the Procurement and Contract Management Policy) or deleted from, which alters the original contract amount.

CHANGE ORDER #3

Change Order #3 reflects the material change from flexible paving (asphalt pavement) to rigid pavement (concrete) on the section of roadway this is being reconstructed and rerouted to accommodate the new sludge storage building addition. The change from asphalt to concrete will more effectively facilitate heavy equipment traffic on the new turning radius and dovetail with the adjacent pavement sections which were upgraded prior to 2023 with concrete.

Table 1: Change Order Summary

Change Order #	Cost	Description
CO#1	\$28,171.18	Revised face brick from specified manufacturer to match existing
CO#2	\$30,235.78	Changes to stormwater design
CO#3	\$50,910.19	Changes to road pavement from flexible asphalt to concrete..

Total \$109,317.15

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



MEMORANDUM

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

TO: Community and Economic Development Committee

FROM: Ryne Lodl, Community Development Specialist

DATE: June 14, 2023

RE: 2022 Consolidated Annual Performance and Evaluation Report (CAPER)

The City of Appleton has prepared its 2022 Consolidated Annual Performance and Evaluation Report (CAPER) as required by the U.S. Department of Housing and Urban Development (HUD). The CAPER discusses Community Development Block Grant (CDBG) activities undertaken by the City of Appleton during the 2022 Program Year (April 1, 2022 - March 31, 2023).

The CAPER was available May 8 - June 7, 2023 for public comment. No comments were received.

Comments on the CAPER will also be accepted during a public hearing that will be held during the June 14, 2023 Community and Economic Development Committee meeting. The primary function of this hearing is to obtain citizen comments on the submission.

The City considers all public input received before preparing its final submission, in addition to providing HUD with a summary of such comments as they relate to the 2022 CAPER. The CAPER is due to HUD by June 30, 2023.

A copy of the CAPER may be found online at <https://www.appleton.org/government/community-and-economic-development/grants-administration/community-development-block-grant-cdbg/cdbg-documents> or a copy is available for viewing at the first floor Customer Service area at City Hall.

Staff requests that CEDC approve the 2022 CAPER.

If you have any questions, please contact me at (920) 832-6469 or ryne.lodl@appleton.org. Thank you!



2022-2023PY



Consolidated Annual Performance & Evaluation Report

This report contains outcomes and accomplishments from various CDBG funding sources, including 2022PY CDBG, and CDBG-CV3.

GOALS & OUTCOMES (CR-05)

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)
This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.

In a typical program year, the primary goal of the City of Appleton's Community Development Block Grant (CDBG) program is to develop a viable urban community through the provision of decent housing, suitable living environments, and economic opportunities, namely for low- and moderate-income persons. However, due to the COVID-19 outbreak that caused unprecedented unemployment and put thousands of households at risk of being unable to afford housing and other basic needs, the City shifted focus to support all activities that were responding to the growing effects of the public health crisis. Authorized by the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), the City of Appleton was awarded a Round 3 special allocation totaling \$343,268. The special allocations of Community Development Block Grant funding were used to prevent, prepare for, and respond to COVID-19.

2022 CDBG- \$565,880

Appleton Housing Authority – while *promoting quality, affordable housing for all residents of the City of Appleton*, four households received homebuyer assistance and two households received homebuyer rehabilitation assistance.

Apricity, Inc. (DBA The Mooring Programs) – through the *provision of a full spectrum of care in a safe, progressive recovery community*, the residential programs served 223 men.

The City of Appleton's Homeowner Rehabilitation Loan Program – assisted 18 low- to moderate-income homeowners (less than 80 percent CMI), 19 total units, with the ability to live in decent, safe, and sanitary housing.

Habitat for Humanity – acquired two properties, renovated the houses, and sold them to families who were below 80 percent of the median family income and unable to purchase a home on the open market.

LEAVEN, Inc. – *stabilized and empowered people in financial crisis by providing financial assistance, referrals, and case management to address near- and long-term basic needs* for 100 individuals on the brink of homelessness.

Metropolitan Milwaukee Fair Housing Council – promoted fair housing and provided services to 124 recipients, including fair housing education and outreach for consumers and providers, social service agencies, and community-based organizations; complaint intake and counseling; and technical assistance.



Harbor House – through being the second largest shelter in the state for victims of violence and 598 individuals were provided safety and options for a safe and sustainable future.

Rebuilding Together Fox Valley – by providing critical home repairs at no cost to West Appleton Neighborhood homeowners, safety and health concerns were resolved for 25 families in need.

City staff continued to work closely with philanthropic entities and community partners to understand the needs of the community during the pandemic. Throughout 2022, the COVID-19 pandemic posed a clear risk to people experiencing homelessness, the precariously housed, and service provider organizations. Access to stable housing helped eliminate many of the barriers surrounding obtaining and maintaining health and safety. To address instability in the community as a result of the COVID-19 health emergency, the following activities continued to manage the short and long-term needs resulting from the public health crisis.

2020 CDBG-CV3- \$343,268

ADVOCAP, Inc. – Ended their contract with the City in December of 2021.

Pillars, Inc. – Funding from the ADVOCAP contract was reallocated to Pillars to provide a Winter Overflow Shelter Program and a 7 Days of Service Program, which allowed Pillars to increase shelter capacity from October to April, utilizing motel rooms. Through this program, 132 clients received temporary shelter and 129 clients benefited from the 7 Days of Service Program.

Motel Voucher Program – The City of Appleton’s Collaborative Motel Voucher Program ensured that 20 households experiencing homelessness had a safe, temporary place to stay, as well as case management, food, transportation, and connection to housing solutions. Of the 20 served, 12 successfully retained permanent housing; four entered emergency shelter; and the other four, unfortunately, returned to living in a place no meant for human habitation.



Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives.91.520(g)

Goal	Category	Source / Amount	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
Admin	Admin	CDBG: \$83,479	Other	5	3	60%	1	1	100%
Homebuyer assistance	Affordable Housing	CDBG: \$41,170	HH Assisted	25	15	60%	4	6	150%
Improve & maintain housing stock	Affordable Housing	CDBG: \$320,000	Housing Unit	180	125	69%	38	45	118%
Public facilities improvement & maintenance	Non-Housing Comm Dev	CDBG: \$66,231	Persons Assisted	1,300	2,205	170%	200	223	112%
Public services		CDBG: \$338,835	Persons Assisted	800	3,349	419%	625	979	157%
Economic Development WWBIC	Businesses	CDBG: \$0	Business Assisted	4	8	200%	0	0	0%

Table 1 - Accomplishments – Program Year & Strategic Plan to Date **Note: This table captures accomplishments only for City of Appleton residents that were served for the 2022 program year, and includes funding sources: CDBG and CDBG-CV3.*

Assess how the jurisdiction’s use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

The City of Appleton's 2022 CDBG funding, including CV Round 3, primarily focused on public service activities that prevented, prepared for, and responded to the COVID-19 pandemic. However, several allocations were made that addressed public facility improvements and maintaining existing affordable housing stock. All funded projects addressed Strategic Plan objectives (decent housing, suitable living environments, and expanded economic opportunities) and high priority needs under the 2020-2024 Consolidated Plan (housing rehabilitation, public facility improvements, public services, and economic development).



Describe the families assisted (including the racial and ethnic status of families assisted). 91.520(a)

<u>Race</u>	<u>CDBG-CV</u>
White	176
African American	72
Asian	2
Native Hawaiian or Pacific Islander	10
American Indian	3
Multi-Racial	18
Total	281
<u>Race</u>	<u>CDBG-CV</u>
Hispanic	24
Not Hispanic	257
Total	281

<u>Race</u>	<u>CDBG</u>
White	740
African American	208
Asian	13
Native Hawaiian or Pacific Islander	0
American Indian	73
Multi-Racial	0
Unknown/Organizational	115
Total	1,149
<u>Race</u>	<u>CDBG</u>
Hispanic	192
Not Hispanic	842
Unknown/Organizational	115
Total	1,149

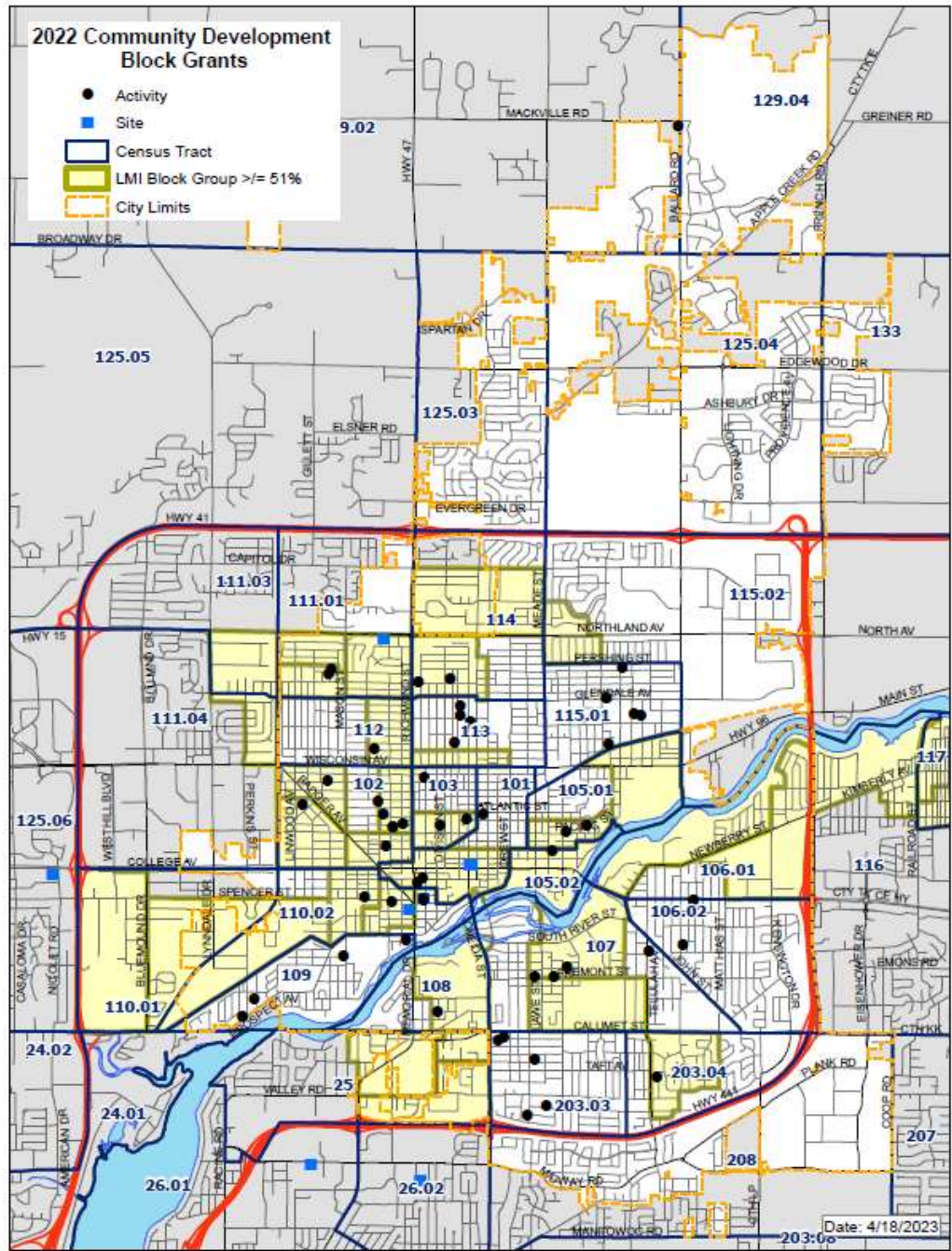
CV3

2022 Entitlement

Table 2 – Table of assistance to racial and ethnic populations by source of funds (HUD Report PR-23)

***Note: These tables capture accomplishments for City of Appleton residents that were served for the 2022 program year, and includes funding sources: CDBG and CDBG-CV3.**





Map 1- 2022 CDBG LMI

A map has been attached to this report (2022 CDBG LMI) that depicts the location of the 2022 funded activities. "Site" represents locations where these projects originated, while "Activity" represents locations where CDBG-funded projects occurred (i.e. housing rehabilitation). LMI Block Groups are outlined and Blocks are shaded according to minority percentages.

RESOURCES & INVESTMENTS (CR-15)

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	Public- federal	\$1,141,383.05	\$969,969.51
CDBG-CV	Public- federal	\$691,523.00	\$482,944.15
		\$1,832,906.05	\$1,452,913.66

Table 3 – Resources Made Available (HUD Report PR-26, as of April 25, 2023)

All of the 2022 program year subrecipients utilized several other funding resources for the successful implementation of their programs and activities. The City of Appleton gives preference to CDBG applicants who can demonstrate well-established budgets utilizing various funding sources.

The resources directly reflected in this report include: CDBG grant subawards and program income generated from the Appleton Housing Authority and the City of Appleton's Homeowner Rehabilitation Loan Program (HRLP).

Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

While the City of Appleton does not implement a match requirement associated with CDBG funding, no activity or program operated solely with CDBG funding. Many of the 2022 CDBG subrecipients and CDBG-CV subrecipients utilized several other funding resources for the successful implementation of their programs.

Subrecipient	Type of Resource	Type of Funds	Total Amount of Resource
Appleton Housing Authority <i>(Total Leverage = \$164,410.00)</i>	State of WI- HOME	Loans for down payment & rehab loans to City of Appleton participants in contract period	\$164,410.00
	State of WI - HCRI		
Apricity, Inc (DBA The Mooring Programs) <i>(Total Leverage = \$17,477.00)</i>	Private Funds	Agency general fund	\$9,050.00
	Private Funds	Grants/Donations	\$8,427.00
City of Appleton- Motel Voucher Program <i>(Total Leverage = \$27,453.00)</i>	Other Federal Funds	Emergency Solutions Grant (ESG)	\$27,453.00
Habitat for Humanity <i>(Total Leverage = \$326,841.00)</i>	State of WI- SHOP	Grant	\$167,244.00
	In-Kind	Materials & Labor	\$30,549.00
	Private	Grant	\$129,048.00



Homeowner Rehabilitation Loan Program <i>(Total Leverage = \$581,631.00)</i>	CDBG Program Income	Grant	\$552,443.00
	State of WI – HOME Program Income	Grant	\$29,188.00
Harbor House <i>(Total Leverage = \$271,000.00)</i>	State of WI – DCF	Grant	\$200,000.00
	DECHR EHH	Grant	\$40,000.00
	Outagamie County	Grant	\$31,000.00
LEAVEN <i>(Total Leverage = \$1,236,795.00)</i>	Private	Grants/Foundations/Organizations	\$629,434.00
	Private	Donations	\$340,728.00
	Government	Grants	\$266,633.00
Pillars <i>(Total Leverage = \$6,787.00)</i>	Private	Grants/Loans/Donations	\$6,787.00
Rebuilding Together Fox Valley <i>(Total Leverage = \$624,147.22)</i>	Private	Grants/Foundations/Businesses	\$587,501.69
	Private	Donations	\$27,889.02
	Local	In-Kind	\$8,756.51



AFFORDABLE HOUSING (CR-20)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	0	0
Number of Non-Homeless households to be provided affordable housing units	38	45
Number of Special-Needs households to be provided affordable housing units	0	0
Total	38	45

Table 4- Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	100	100
Number of households supported through The Production of New Units	0	0
Number of households supported through Rehab of Existing Units	38	45
Number of households supported through Acquisition of Existing Units	0	0
Total	138	145

Table 5 - Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

Discuss how these outcomes will impact future annual action plans.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Persons Served	CDBG Actual	CDBG-CV Actual
Extremely Low-income	887	254
Low-income	95	26
Moderate-income	49	1
Unknown/Organizational	118	0
Total	1,149	281

Table 6 – Number of Persons Served

**Note: This table captures accomplishments only for City of Appleton residents that were served for the 2022 program year, and includes funding sources: CDBG and CDBG-CV3.*

All of the City of Appleton's CDBG-funded activities for the 2022 program year, with the exception of the administrative activities, benefited low- to moderate-income persons and households.



HOMELESS & OTHER SPECIAL NEEDS (CR-25)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

Pillars Inc. employs a Street Outreach Team that connects with individuals who are unsheltered or staying in a place not meant for human habitation. The Street Outreach workers, while not financially supported through CDBG funding, connect with people and build rapport to ultimately offer mainstream resources.

As a resource to the Advocap Street Outreach worker, the **City of Appleton** deployed a **Motel Voucher Program**. This program ensured that individuals and families experiencing homelessness had a safe, temporary place to stay, until a more permanent housing solution was identified. The City of Appleton, and partnering agencies, issued motel vouchers only as a last resort on a case-by-case basis, when all shelters had been filled to capacity or there was a verified extenuating circumstance that prevented an individual or family from staying in a shelter. These partners included the Appleton Area School District, and the Boys & Girls Club of the Fox Valley.

LEAVEN, Inc. utilizes an intake process that identifies people experiencing homelessness and assesses their situation to determine the best course of action. Depending on their ability to maintain housing, they are referred to a local/regional shelter or are assisted with securing permanent, affordable housing. Occasionally, and under extenuating circumstances, LEAVEN will assist with a short-term motel stay to get the households off of the streets.

Addressing the emergency shelter and transitional housing needs of homeless persons

The City of Appleton continued as the fiscal administrator for the Fox Cities Continuum of Care Rapid Re-Housing programs and the State of Wisconsin Emergency Homeless and Housing programs, serving as the lead agency and administering funds to Pillars Inc, Salvation Army of the Fox Cities, Harbor House, and ADVOCAP. Three of the four agencies also received either 2022 CDBG Entitlement funding or CDBG-CV funding, in an effort to maintain housing units and programs addressing the needs of individuals and families experiencing homelessness in the Appleton community.

LEAVEN collaborated closely with staff from local shelters and transitional programs to address the needs of people experiencing homelessness. COTS and Christine Ann Domestic Abuse Services offer part-time, onsite services in the LEAVEN Community Resource Center, and proposals to expand and offer a satellite office near-downtown Appleton are being considered. In addition to efforts to connect clients to programs and services externally, LEAVEN receives referrals and coordinates efforts to secure housing or provide financial assistance for a motel stay to households experiencing homelessness.

The City of Appleton's Motel Voucher Program ensured that individuals and families experiencing homelessness had a safe, temporary place to stay, until a more permanent housing solution was identified. The City of Appleton issued motel vouchers when all other shelter options had been exhausted.



Pillars Inc operated two emergency shelters and a resource center, providing temporary shelter to both households with and without children. The Adult and Family Shelter served as a 24-hour shelter for households with and without children who were experiencing literal homelessness. The Adult Shelter served as a nighttime shelter only for households without children. Both shelters provided case management, access to supportive housing, and referrals to mainstream and specialized resources based on client need. Additionally, Pillars offered supportive housing programming to households experiencing homelessness, including households with children, household without children, survivors of domestic violence, veterans, and chronic homelessness.

Salvation Army of the Fox Cities' Housing Retention Program, previously funded by CDBG funding, offered up to 18 months of financial support and case management for families who were at-risk of becoming homeless. The assistance and case management allowed households to maintain their current housing while stabilizing their situation and preventing homelessness.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

While all 2022PY CDBG subrecipients focused their programs and efforts on serving low- and moderate-income families and individuals, several community agencies focused on preventing families and individuals from experiencing homelessness.

LEAVEN's financial assistance helped maintain and secure housing, thereby preventing homelessness in most instances. LEAVEN's resource coordination connected clients to programs and services that addressed both short and long-term barriers to housing and economic stability. Resource coordination continues to be conducted semi-virtually, allowing partners to monitor, track and complete referrals.

Salvation Army of the Fox Cities' Housing Retention Program, previously funded by CDBG funding, offered up to 18 months of financial support and case management to families who are at-risk of becoming homeless. This assistance and case management allowed households to maintain their current housing while stabilizing their situation and preventing homelessness.

The Prevention and Diversion Program at **Pillars, Inc.**, previously funded by CDBG funding, is a case management program that offered security deposits and rental assistance on a short-term basis for households imminently at risk of becoming homeless throughout the 2022 program year. The program provided coaching, advocacy, support, and connection with clients as a means to further their journey toward healthy interdependence. By following a strengths-based, client-centered approach, Pillars was able to prevent these households from becoming homeless and entering a shelter.

Prior to discharge from residential treatment services, **Apricity (Mooring)** planned for individuals leaving treatment who might be homeless to secure housing. This included referral and facilitation to secure housing with other Apricity programming or other housing organizations throughout the state. Specifically, one primary option was Apricity's Single Living Program- which is a transitional therapeutic community living arrangement that provided extended recovery support.



Rebuilding Together Fox Valley played an important role in preventing homelessness by assisting low-income homeowners in addressing critical home modifications and repairs that impacted the health of safety of occupancy. To qualify to receive services from Rebuilding Together, homeowners must have a household income that is below 80 percent of the county median income, and do not qualify for other community assistance programs. When forced to make decisions between providing necessities to the household, such as food, healthcare, etc- and repairing their home, homeowners defer the necessary home maintenance just to survive another month. The condition of the home continues to deteriorate month after month, until the home becomes a health and/or safety hazard.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again.

The City of Appleton collaborated with several CDBG subrecipient organizations through the Fox Cities Housing Coalition, ensuring that a continuum of care strategy was implemented and executed appropriately in the community. Reports and local data indicate that individuals and families experiencing chronic homelessness in the Appleton community continued to be a concern. As a result, the City of Appleton worked closely with partners, including Pillars, Salvation Army, Habitat for Humanity, Rebuilding Together Fox Valley, LEAVEN, and ADVOCAP, to incorporate additional permanent supportive housing options into the community, which included successfully retaining additional federal funding to this cause.

LEAVEN's High-Risk Prevention Program addressed the needs of individuals imminently at-risk of homelessness because of the magnitude of their crisis or their chronic inability to meet their own basic needs. Case plans were written, goals were established, and expectations were set to promote self-sufficiency and prevent future episodes of homelessness. LEAVEN often partnered with other agencies, such as Fox Valley Veterans Council, Pillars, St. Vincent de Paul, Neenah-Menasha Emergency Society, Appleton Alliance Church, and other local churches to assist at higher levels to reduce a household's length of homelessness if not entirely.

Pillars, Inc. With the return of funding from the ADVOCAP contact, Pillars was able to implement a new Winter Overflow Shelter Program and a 7 Days of Service Program, which allowed Pillars to increase shelter capacity from October to April, utilizing motel rooms as well as increasing their Adult Shelter housing to be open 24/7 during the winter months.

PUBLIC HOUSING (CR-30)

Actions taken to address the needs of public housing

While the City of Appleton worked closely with the Appleton Housing Authority to address issues related to affordable housing, no portion of the 2022 CDBG funds were directly used to create or address needs of their public housing stock.

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

The **Appleton Housing Authority's** Homebuyer Program markets to other AHA programs, including the Family Self-Sufficiency and Public Housing Family programs. All of the 2022 Family Self-Sufficiency Program graduates



had some contact with the Homebuyer Program for the purchase or future purchase of a home. The Homebuyer Program Manager worked with the Family Self-Sufficiency Program Support Specialist to provide pre-purchase goal planning for program participants.

The **Greater Fox Cities Habitat for Humanity** worked closely with the local housing authorities to encourage residents to prepare for the next step into homeownership. The case managers from the Appleton Housing Authority and the Outagamie County Housing Authority communicated regularly with Habitat to assist households to their next steps in the housing journey.

Actions taken to provide assistance to troubled PHAs

The Appleton Housing Authority was not designated as a trouble housing authority.

OTHER ACTIONS (CR-35)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

The City of Appleton worked closely with developers and homeowners that encountered barriers to affordable housing and guided them through any administrative channels they could utilize to overcome those barriers.

The **Homeownership Rehabilitation Loan Program** helped property owners maintain their homes so that they could continue to live in the home most affordable to them. Many of the homeowners had satisfied their mortgage, or have a low mortgage payment. With increased rents and an extremely competitive housing market, for most, homeownership is a better option for long-term affordability.

The homeowner down payment assistance administered by the **Appleton Housing Authority** made mortgage payments affordable for first-time homebuyers, and sometimes the funds provided supplemented a homeowner's down payment enough to avoid paying private mortgage insurance (PMI). Many times, affordable houses purchased were in significant need of rehabilitation and without the Housing Authority's rehabilitation assistance, upgrades would not have been affordable.

Habitat for Humanity is an equal housing opportunity program that reaches out to people of all populations. They provided families [that met guidelines] with the opportunity to own their own homes or rent at affordable rates. Habitat's marketing efforts encompass a wide spectrum of outreach to people who have faced barriers to housing.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

Pillars Inc. maintained more than 116 affordable housing units in their housing portfolio, and oftentimes included significant supportive services as a condition of the rental lease agreement. Of the total units, Pillars designated twenty units to serve individuals with special needs; 12 units to serve young adults suffering with mental health issues; six units to serve chronically homeless households; and several SRO properties primarily served clients who are currently homeless.

Rebuilding Together Fox Valley (RTFV) helped eliminate barriers to affordable housing by addressing critical home modifications and repair needs before the home became a health and safety hazard. By addressing issues early, RTFV helped preserve the stock of affordable housing available to low-income homeowners and homebuyers.



ADVOCAP, Inc. implemented a Street Outreach role as a means of identifying underserved needs in the community. This role is designed to identify and engage with households living in unsheltered locations, such as cars, parks, abandoned buildings, and on the streets, and determine how to connect them to community resources as they continue their journey to housing stability. One of those community resources, the **City of Appleton's Motel Voucher Program**, was available for households whose underserved needs include shelter access. Because a motel voucher is only administered when all other shelter options have been exhausted, this program truly ensures that engaged households have a safe place to stay until more stable housing is achievable.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

In all instances of affordable housing rehabilitation projects, including the **Appleton Housing Authority, Rebuilding Together Fox Valley, Habitat for Humanity**, and the **City of Appleton's Homeowner Rehabilitation Loan Program**, the units were inspected under multiple assessments, including lead risk. If lead hazards did exist, the organization was required to address the hazards as part of the rehabilitation, and at project completion, conduct clearance tests to ensure that the unit was lead safe.

The **Appleton Housing Authority** Homebuyer Program Manager holds a certificate for Housing Quality Standards (HQS) inspections and is a lead hazard investigator through the State of Wisconsin Department of Health Services. Prior to purchase, all homes received an HQS inspection, during which lead hazards were identified, if any. If lead hazards were identified, remediation was included in the rehabilitation component of the program. Eighty percent of the households that were assisted with AHA homeowner rehabilitation during the 2020PY required remediation of lead hazards.

The **Greater Fox Cities Habitat for Humanity** fosters a strong relationship with the Wisconsin Department of Health Services, and through the Lead Safe Homes Program completed full remediation work on all properties acquired and rehabilitated, ensuring the long-term safety and sustainability of the homes.

LEAVEN required that for any direct assistance payments extending beyond 100 days were subject to the Lead Safe Housing Rule and required a visual lead-based paint inspection. Additionally, all households that received assistance through LEAVEN were provided the "Protect Your Family from Lead in Your Home" pamphlet.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

The **Appleton Housing Authority** and **Habitat for Humanity** each provided mechanisms for breaking the cycle of poverty through their affordable homeownership programs. Obtaining a mortgage and affordable home for many low- to moderate-income families provides some stability with a lower cost of living and community investment. Additionally, Habitat offered supportive services to all families including job coaching, budget counseling, and provided access to education.

LEAVEN's Community Resource Center was specifically created to help clients transition from crisis management to self-sufficiency, and reduce the number of poverty-level families in the Appleton community. The Center incorporates an innovative service delivery model, ensuring the ability to address client challenges in a more comprehensive and systemic way. LEAVEN's community partners share the belief that together, a greater social change can be created than would be possible by an individual organization working alone. The Center's integrated support system provided a more holistic approach, inspiring people to improve their lives, realize their potential, and envision a better future for themselves and their families.

The safe, decent and affordable housing provided by **Pillars** helped households in poverty create a more stable life, and gain access to resources such as education, budgeting, employment and health and wellness. Clients were encouraged to collaborate with program case managers to generate goals and work plans toward achieving self sufficiency.

The **Mooring Program's** first step to move clients with substance use disorders out of poverty is to provide a foundation for recovery. By addressing clients' substance use disorders, staff helped them understand and recognize triggers that often led to the use of substances. Staff also taught clients to utilize tools learned in treatment to combat these triggers. In addition to providing high quality treatment, Apricity provided a continuum of care for clients with opportunities to secure transitional employment.

Rebuilding Together Fox Valley alleviated the expenses of home repairs for nine households by providing services at no cost to the homeowner. This allowed the household to redirect their money to other essential needs.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

Public institutions, non-profit organizations, and private companies comprise the institutional structure that supports the City of Appleton's community development activities, specifically as they relate to CDBG. The City of Appleton, as the major public sector component, served as the lead fiscal and administrative agent for all community development grant programs, including the Community Development Block Grant (CDBG) program, Continuum of Care/Permanent Supportive Housing program (COC PSH), and the Emergency Housing and Homeless program (EHH). The Community and Economic Development and Finance Departments worked together to administer these grants.

Through an active membership of the Fox Cities Housing Coalition- which is comprised of nonprofit and supportive service agencies in the community- the City of Appleton continued to encourage open lines of communication and discussion regarding community development needs in the area. Nearly all subrecipients funded during the 2022PY are active members of the Fox Cities Housing Coalition, which helps to coordinate and maintain the institutional structure of the community's continuum of care.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

The Fox Cities Housing Coalition continued to coordinate efforts between public and private housing providers and social service agencies. Each member agency in the Coalition worked to ensure that all individuals- whether homeless, imminently at-risk of homelessness, or in need of affordable housing, or services- were provided the shelter and support necessary. This network ensures efficiency and effectiveness among the programs offered in the community, and makes every effort to eliminate duplication or redundancy.

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

The following impediments to fair housing were identified through the Metropolitan Milwaukee Fair Housing Council's research and interviews in 2019.

2019 Analysis of Impediments	
Impediment 1: Private-market housing discrimination	Housing discrimination complaint data verifies that discrimination is occurring based on many different protected classes
Impediment 2: Affordable housing location	The location of affordable housing can contribute to segregation or integration, as well as to the access a person has to opportunities such as



	education and employment
Impediment 3: Lack of affordable, accessible housing	
Impediment 4: Private market refusal to permit accommodations/modifications	
Impediment 5: Lending discrimination and disparities	Persons of color received a disproportionately low share of loan originations
Impediment 6: Critical shortage of affordable rental housing and limited housing assistance	

Table 7—City of Appleton: Analysis of Impediments to Fair Housing 2019

The City of Appleton contracted with the Metropolitan Milwaukee Fair Housing Council’s satellite office, the Fair Housing Center of Northeast Wisconsin (FHCNW) to conduct various fair housing program activities during the 2022-2023 contract year. These activities included:

Fair housing complaint intake, case management, and investigative services. FHCNW conducted intake of fair housing complaints from a total of 9 individuals in the City of Appleton. All complainants were provided with technical assistance as to their rights under federal, state, and local fair housing laws. FHCNW provides investigative services on a case-by-case basis in response to complaints, as well as additional case management services to complainants and formal referrals to administrative enforcement agencies when warranted.

Information and referral services. FHCNW provided informational and referral services to individuals with non-fair housing inquiries, including but not limited to topics such as tenant rights, subsidized housing, lease-related questions, repair concerns and evictions.

Technical assistance. One individual was provided technical assistance regarding the nature of modern housing discrimination and racial disparities in housing.

Fair housing presentations. FHCNW conducted four fair housing presentations in the City of Appleton, covering topics such as the protected classes and prohibited practices under federal, state, and local fair housing laws, contemporary forms of housing discrimination, and remedies to individuals who may have experienced illegal discrimination.

Fair housing training. A fair housing training seminar for owners and managers of rental property in the City of Appleton was hosted virtually on March 20, 2023.

Interagency meetings. FHCNW consistently participated in the local Fox Cities Housing Coalition, as well as the Appleton-based Multicultural Communications Committee. During these meetings, staff takes the opportunity to recruit volunteers, disseminate fair housing information, learn about housing trends and concerns observed by other professionals in the area, and build relationships with other organizations.

Distribution of fair housing materials. Throughout the grant year, FHCNW distributed fair housing education materials that describe the protected classes and prohibited practices. A total of 1,618 fair housing information materials were disbursed between 19 organizations and agencies.



MONITORING (CR-40)

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

Ensuring that CDBG funds are utilized efficiently and effectively is continuous throughout each program year. The procedures associated with monitoring activities and assuring that the activities are meeting objectives and goals set forth in the 2020-2024 Consolidated Plan are initiated during the annual application process.

In 2022, applications were received and reviewed for eligibility by staff in the City of Appleton's Community and Economic Development Department. An Advisory Board, comprised of City Council members, City Committee members, and community agency members with experience in grant awarding were responsible for identifying which eligible activities proposed met the greatest need in the community. Recommendations by the Advisory Board were then approved by the City of Appleton's Community and Economic Development Committee, and then the City Council.

The "return on investment" was highly scrutinized throughout the entire allocation process. Meeting high priority needs and objectives, as identified in the 2020-2024 Consolidated Plan, was emphasized to both applicants and reviewers, magnifying the importance the City of Appleton places on community-identified needs and priorities.

Risk assessments were completed shortly after preliminary allocation, and projects requiring additional oversight and technical assistance were identified. Monitoring visits were conducted early in the program year [on projects determined to be of higher risk early] in the program year to ensure agencies were able to remain compliant and meet expectations.

Throughout the 2022 CDBG program year, awarded subrecipients submitted accomplishment reports and payment requests documenting the progress made by their activities. These reports and requests were used by City of Appleton staff to track activity accomplishments, expenditure accuracy, and record keeping. Sufficient documentation, reasonable expenses, and qualifying activities were evaluated. Failure to submit, or identified discrepancies in any of these areas, also triggered additional technical assistance and/or monitoring.

CITIZEN PARTICIPATION PLAN (CR-45)

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

Citizens were provided with two separate opportunities for public comment: a 30-day public comment period and a public hearing at a regularly-scheduled meeting of the City of Appleton's Community and Economic Development Committee. The public comment period was open May 1, 2023, through May 31, 2023, and the public hearing was held during the June 14, 2023, Community and Economic Development Committee meeting. Comments and views of citizens were taken into consideration and included within the CAPER, as appropriate. Additionally, the CAPER also went before Common Council on June 21, 2023.



Specify the nature of, and reasons for, any changes in the jurisdiction’s program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

There were no changes in program objectives during the 2022 program year, and the City of Appleton does not anticipate making any changes to the programming.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

HOME/ADDI

The City of Appleton did not receive any HOME/ADDI funds during the 2022 program year.

HOPWA

The City of Appleton did not receive any HOPWA funds during the 2022 program year.





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

To: Utilities Committee
From: Danielle Block, Director of Public Works
Date: June 7, 2023
Re: Unit N-23 Anticipated Award of Contract

The Department of Public Works will be opening bids for Unit N-23, Spot Repairs, Protruding Tap & Mineral Deposit Removal contract on Monday, June 12, 2023. An updated Award memo and contractor bid tabs will be distributed during the Utilities Meeting on Tuesday, June 13, 2023.

Thank you for your consideration.

CITY OF APPLETON
Department of Public Works
MEMORANDUM

TO: Finance Committee
 Municipal Services Committee
 Utilities Committee

cc: City Clerk
Contract File

SUBJECT: Anticipated Award and/or Award of Contract

ANTICIPATED AWARD

The Department of Public Works is planning to award Unit N-23, Spot Repairs, Protruding Tap & Mineral Deposit Removal

Committee Date: 6/13/23
Council Date: 6/21/23

***** AND / OR *****

AWARD OF CONTRACT

The Department of Public Works recommends that Unit N-23, Spot Repairs, Protruding Tap & Mineral Deposit Removal

Be awarded to: Name: New Restoration and Recovery Services, LLC dba Aqualis
Address: 2094 County Rd. QQ
Green Bay, WI 54311

In the amount of _____ with a contingency of _____ \$0.00

** OR ** in the amount Not To Exceed \$155,000.00

Budget: \$155,000.00
Estimate: \$153,250.00
Committee Date: 6/13/23
Council Date: 6/21/23

N-23 Sewer spot repairs, protruding tap and mineral deposit removal (#8541474)

Owner: Appleton WI, City of

Solicitor: Appleton WI, City of

06/12/2023 01:45 PM CDT

Section Title
N-23 BASE BID

AQUALIS

Item Code	Item Description	UofM	Quantity	Unit Price	Extension
					\$137,825.00
1	1 Bennett St	each	1	\$2,500.00	\$2,500.00
2	2 Esmnt e/o Lutz Drive	each	1	\$2,450.00	\$2,450.00
3	3 Commercial St	each	1	\$2,650.00	\$2,650.00
4	4 Division St	each	1	\$2,350.00	\$2,350.00
5	5 Seymour St	each	1	\$2,500.00	\$2,500.00
6	6 Franklin St	each	1	\$4,995.00	\$4,995.00
7	7 Wilson Av	each	1	\$895.00	\$895.00
8	8 Wisconsin Ct	each	1	\$2,650.00	\$2,650.00
9	9 Lee St	each	1	\$2,500.00	\$2,500.00
10	10 Birchwood Av	each	1	\$7,500.00	\$7,500.00
11	11 Birchwood Av	each	1	\$7,500.00	\$7,500.00
12	12 Clark St	each	1	\$7,500.00	\$7,500.00
13	13 Commercial St	each	1	\$795.00	\$795.00
14	14 Douglas St	each	1	\$1,295.00	\$1,295.00
15	15 Esmnt Garfield & St	each	1	\$995.00	\$995.00
16	16 Division St	each	1	\$995.00	\$995.00
17	17 Morrison St	each	1	\$695.00	\$695.00
18	18 Elinor St	each	1	\$995.00	\$995.00
19	19 Kamps Av	each	1	\$1,995.00	\$1,995.00
20	20 Mason St	each	1	\$995.00	\$995.00
21	21 Grant St	each	1	\$1,995.00	\$1,995.00
22	22 Parkway Bl	each	1	\$795.00	\$795.00
23	23 Parkway Bl	each	1	\$795.00	\$795.00
24	24 Superior St	each	1	\$795.00	\$795.00
25	25 Eighth St	each	1	\$795.00	\$795.00
26	26 Eighth St	each	1	\$795.00	\$795.00
27	27 Connell St	each	1	\$795.00	\$795.00
28	28 Lindbergh St	each	1	\$795.00	\$795.00
29	29 Esmnt e/o Oakcrest	each	1	\$995.00	\$995.00
30	30 Richmond St	each	1	\$875.00	\$875.00
31	31 Superior St	each	1	\$995.00	\$995.00
32	32 Esmnt e/o Memoria	each	1	\$995.00	\$995.00
33	33 Fairway Ct	each	1	\$695.00	\$695.00
34	34 Esmnt w/o Crestview	each	1	\$2,450.00	\$2,450.00
35	35 Charles St	each	1	\$825.00	\$825.00
36	36 Highland Av	each	1	\$825.00	\$825.00
37	37 Spencer St	each	1	\$825.00	\$825.00
38	38 Summit St	each	1	\$825.00	\$825.00
39	39 Hawes St	each	1	\$1,350.00	\$1,350.00
40	40 Parkway Bl	each	1	\$825.00	\$825.00
41	41 Hawes Av	each	1	\$825.00	\$825.00
42	42 Eighth St	each	1	\$750.00	\$750.00
43	43 Eighth St	each	1	\$1,350.00	\$1,350.00
44	44 Eighth St	each	1	\$825.00	\$825.00
45	45 Rolling Meadows La	each	1	\$750.00	\$750.00
46	46 Roosevelt St	each	1	\$750.00	\$750.00
47	47 South River St	each	1	\$750.00	\$750.00
48	48 Wilson Av	each	1	\$825.00	\$825.00
49	49 Gladys Av	each	1	\$750.00	\$750.00
50	50 Sylvan St	each	1	\$1,550.00	\$1,550.00
51	51 Sylvan St	each	1	\$1,550.00	\$1,550.00
52	52 Sylvan St	each	1	\$825.00	\$825.00
53	53 Ballard Rd	each	1	\$825.00	\$825.00
54	54 Telulah Av	each	1	\$795.00	\$795.00
55	55 Joseph St	each	1	\$1,350.00	\$1,350.00
56	56 Midpark Dr	each	1	\$2,370.00	\$2,370.00
57	57 Capital Dr	each	1	\$825.00	\$825.00
58	58 Cambridge Dr	each	1	\$825.00	\$825.00
59	59 Crestview Dr	each	1	\$850.00	\$850.00
60	60 Aquamarine Av	each	1	\$795.00	\$795.00
61	61 Commercial St	each	1	\$750.00	\$750.00
62	62 Esmnt e/o Olde Pall	each	1	\$3,750.00	\$3,750.00
63	63 Morrison St	each	1	\$2,450.00	\$2,450.00
64	64 Pershing St	each	1	\$2,750.00	\$2,750.00
65	65 Rankin St	each	1	\$2,995.00	\$2,995.00
66	66 Fiesta Ct, E	each	1	\$3,750.00	\$3,750.00
67	67 Witzke Bl	each	1	\$2,450.00	\$2,450.00
68	68 Bay St	each	1	\$3,350.00	\$3,350.00
69	69 Applehill Blvd	each	1	\$2,450.00	\$2,450.00
70	70 Newberry St	each	1	\$695.00	\$695.00
71	71 Newberry St	each	1	\$850.00	\$850.00
72	72 Aquamarine Av	each	1	\$1,425.00	\$1,425.00
73	73 Aquamarine Av	each	1	\$1,995.00	\$1,995.00
74	74 Aquamarine Av	each	1	\$750.00	\$750.00
75	75 Roosevelt St	each	1	\$995.00	\$995.00
76	76 Esmnt 180' n/o Wyr	each	1	\$795.00	\$795.00
77	77 Glendale Av	each	1	\$750.00	\$750.00
78	78 Joint Sealing Grout	gallons	300	\$14.50	\$4,350.00
79	79 Extra Hours	each	20	\$280.00	\$5,600.00

Base Bid Total:

\$137,825.00

Compliance Maintenance Annual Report

Appleton Wastewater Treatment Facility

Last Updated: Reporting For:
6/6/2023 **2022**

Influent Flow and Loading

1. Monthly Average Flows and BOD Loadings

1.1 Verify the following monthly flows and BOD loadings to your facility.

Influent No. 701	Influent Monthly Average Flow, MGD	x	Influent Monthly Average BOD Concentration mg/L	x	8.34	=	Influent Monthly Average BOD Loading, lbs/day
January	8.4981	x	415	x	8.34	=	29,413
February	7.7300	x	386	x	8.34	=	24,885
March	14.2010	x	234	x	8.34	=	27,655
April	19.0553	x	89	x	8.34	=	14,144
May	11.7987	x	186	x	8.34	=	18,303
June	11.8440	x	190	x	8.34	=	18,768
July	8.8100	x	256	x	8.34	=	18,810
August	10.5097	x	191	x	8.34	=	16,741
September	10.6250	x	218	x	8.34	=	19,273
October	8.0606	x	290	x	8.34	=	19,495
November	11.6710	x	157	x	8.34	=	15,282
December	10.1423	x	269	x	8.34	=	22,754

2. Maximum Monthly Design Flow and Design BOD Loading

2.1 Verify the design flow and loading for your facility.

Design	Design Factor	x	%	=	% of Design
Max Month Design Flow, MGD	24.2	x	90	=	21.78
		x	100	=	24.2
Design BOD, lbs/day	40900	x	90	=	36810
		x	100	=	40900

2.2 Verify the number of times the flow and BOD exceeded 90% or 100% of design, points earned, and score:

	Months of Influent	Number of times flow was greater than 90% of	Number of times flow was greater than 100% of	Number of times BOD was greater than 90% of design	Number of times BOD was greater than 100% of design
January	1	0	0	0	0
February	1	0	0	0	0
March	1	0	0	0	0
April	1	0	0	0	0
May	1	0	0	0	0
June	1	0	0	0	0
July	1	0	0	0	0
August	1	0	0	0	0
September	1	0	0	0	0
October	1	0	0	0	0
November	1	0	0	0	0
December	1	0	0	0	0
Points per each		2	1	3	2
Exceedances		0	0	0	0
Points		0	0	0	0
Total Number of Points					0

0

Compliance Maintenance Annual Report

Appleton Wastewater Treatment Facility

Last Updated: Reporting For:
6/6/2023 2022

3. Flow Meter

3.1 Was the influent flow meter calibrated in the last year?

- Yes Enter last calibration date (MM/DD/YYYY)

No

If No, please explain:

4. Sewer Use Ordinance

4.1 Did your community have a sewer use ordinance that limited or prohibited the discharge of excessive conventional pollutants ((C)BOD, SS, or pH) or toxic substances to the sewer from industries, commercial users, hauled waste, or residences?

- Yes
 No

If No, please explain:

4.2 Was it necessary to enforce the ordinance?

- Yes
 No

If Yes, please explain:

Infractions occurred that exceeded the industrial limits for pH. All industries demonstrated a return to compliance for these infractions. The AWWTP did not experience an upset as a result of the discharges.

5. Septage Receiving

5.1 Did you have requests to receive septage at your facility?

- | Septic Tanks | Holding Tanks | Grease Traps |
|--------------------------------------|--------------------------------------|-------------------------------------|
| <input checked="" type="radio"/> Yes | <input checked="" type="radio"/> Yes | <input type="radio"/> Yes |
| <input type="radio"/> No | <input type="radio"/> No | <input checked="" type="radio"/> No |

5.2 Did you receive septage at your facility? If yes, indicate volume in gallons.

Septic Tanks
 Yes gallons

No

Holding Tanks
 Yes gallons

No

Grease Traps
 Yes gallons

No

5.2.1 If yes to any of the above, please explain if plant performance is affected when receiving any of these wastes.

Plant performance is not affected by these discharges.

6. Pretreatment

6.1 Did your facility experience operational problems, permit violations, biosolids quality concerns, or hazardous situations in the sewer system or treatment plant that were attributable to commercial or industrial discharges in the last year?

- Yes
 No

If yes, describe the situation and your community's response.

Compliance Maintenance Annual Report

Appleton Wastewater Treatment Facility

Last Updated: Reporting For:
6/6/2023 **2022**

<div data-bbox="133 205 1461 258" style="border: 1px solid black; height: 25px; width: 100%;"></div> <p>6.2 Did your facility accept hauled industrial wastes, landfill leachate, etc.?</p> <ul style="list-style-type: none">● Yes○ No <p>If yes, describe the types of wastes received and any procedures or other restrictions that were in place to protect the facility from the discharge of hauled industrial wastes.</p> <div data-bbox="133 441 1461 583" style="border: 1px solid black; padding: 5px;"><p>AWWTP receives food processing wastes and landfill leachate. All wastes are tested prior to acceptance. Acceptance is based on toxicity and loading potential. Once waste has been screened and approved by AWWTP staff, it is discharged to the headworks or digestion for treatment.</p></div>
--

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

Compliance Maintenance Annual Report

Appleton Wastewater Treatment Facility

Last Updated: Reporting For:
6/6/2023 **2022**

Effluent Quality and Plant Performance (BOD/CBOD)

1. Effluent (C)BOD Results

1.1 Verify the following monthly average effluent values, exceedances, and points for BOD or CBOD

Outfall No. 001	Monthly Average Limit (mg/L)	90% of Permit Limit > 10 (mg/L)	Effluent Monthly Average (mg/L)	Months of Discharge with a Limit	Permit Limit Exceedance	90% Permit Limit Exceedance
January	25	22.5	6	1	0	0
February	25	22.5	6	1	0	0
March	25	22.5	5	1	0	0
April	25	22.5	5	1	0	0
May	25	22.5	5	1	0	0
June	25	22.5	4	1	0	0
July	25	22.5	4	1	0	0
August	25	22.5	5	1	0	0
September	25	22.5	4	1	0	0
October	25	22.5	7	1	0	0
November	25	22.5	6	1	0	0
December	25	22.5	6	1	0	0

* Equals limit if limit is <= 10

Months of discharge/yr	12		
Points per each exceedance with 12 months of discharge		7	3
Exceedances		0	0
Points		0	0
Total number of points			0

NOTE: For systems that discharge intermittently to state waters, the points per monthly exceedance for this section shall be based upon a multiplication factor of 12 months divided by the number of months of discharge. Example: For a wastewater facility discharging only 6 months of the year, the multiplication factor is $12/6 = 2.0$

1.2 If any violations occurred, what action was taken to regain compliance?

2. Flow Meter Calibration

2.1 Was the effluent flow meter calibrated in the last year?

Yes Enter last calibration date (MM/DD/YYYY)

No

If No, please explain:

Our effluent outfall wasn't designed for installation of a flowmeter. Influent flow is used in place of an effluent flowmeter.

3. Treatment Problems

3.1 What problems, if any, were experienced over the last year that threatened treatment?

None

4. Other Monitoring and Limits

4.1 At any time in the past year was there an exceedance of a permit limit for any other pollutants such as chlorides, pH, residual chlorine, fecal coliform, or metals?

Yes

Compliance Maintenance Annual Report

Appleton Wastewater Treatment Facility

Last Updated: Reporting For:
6/6/2023 **2022**

<p><input checked="" type="radio"/> No If Yes, please explain: <input type="text"/></p> <p>4.2 At any time in the past year was there a failure of an effluent acute or chronic whole effluent toxicity (WET) test? <input type="radio"/> Yes <input checked="" type="radio"/> No If Yes, please explain: <input type="text"/></p> <p>4.3 If the biomonitoring (WET) test did not pass, were steps taken to identify and/or reduce source(s) of toxicity? <input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A Please explain unless not applicable: <input type="text"/></p>
--

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

Compliance Maintenance Annual Report

Appleton Wastewater Treatment Facility

Last Updated: Reporting For:
6/6/2023 **2022**

Effluent Quality and Plant Performance (Total Suspended Solids)

1. Effluent Total Suspended Solids Results

1.1 Verify the following monthly average effluent values, exceedances, and points for TSS:

Outfall No. 001	Monthly Average Limit (mg/L)	90% of Permit Limit >10 (mg/L)	Effluent Monthly Average (mg/L)	Months of Discharge with a Limit	Permit Limit Exceedance	90% Permit Limit Exceedance
January	30	27	4	1	0	0
February	30	27	5	1	0	0
March	30	27	4	1	0	0
April	30	27	2	1	0	0
May	30	27	2	1	0	0
June	30	27	1	1	0	0
July	30	27	1	1	0	0
August	30	27	4	1	0	0
September	30	27	2	1	0	0
October	30	27	3	1	0	0
November	30	27	5	1	0	0
December	30	27	3	1	0	0

* Equals limit if limit is <= 10

Months of Discharge/yr	12		
Points per each exceedance with 12 months of discharge:	7	3	
Exceedances	0	0	
Points	0	0	
Total Number of Points		0	

0

NOTE: For systems that discharge intermittently to state waters, the points per monthly exceedance for this section shall be based upon a multiplication factor of 12 months divided by the number of months of discharge.

Example: For a wastewater facility discharging only 6 months of the year, the multiplication factor is $12/6 = 2.0$

1.2 If any violations occurred, what action was taken to regain compliance?

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

Compliance Maintenance Annual Report

Appleton Wastewater Treatment Facility

Last Updated: Reporting For:
6/6/2023 **2022**

Effluent Quality and Plant Performance (Ammonia - NH3)

1. Effluent Ammonia Results

1.1 Verify the following monthly and weekly average effluent values, exceedances and points for ammonia

Outfall No. 001	Monthly Average NH3 Limit (mg/L)	Weekly Average NH3 Limit (mg/L)	Effluent Monthly Average NH3 (mg/L)	Monthly Permit Limit Exceedance	Effluent Weekly Average for Week 1	Effluent Weekly Average for Week 2	Effluent Weekly Average for Week 3	Effluent Weekly Average for Week 4	Weekly Permit Limit Exceedance
January	10		1.426	0					
February	10		1.026	0					
March	10		.665	0					
April	11		.415	0					
May	11		.105	0					
June	4.4		.108	0					
July	4.4		.18	0					
August	4.4		.401	0					
September	4.4		1.111	0					
October	18		.545	0					
November	18		.894	0					
December	18		2.04	0					
Points per each exceedance of Monthly average:									10
Exceedances, Monthly:									0
Points:									0
Points per each exceedance of weekly average (when there is no monthly average):									2.5
Exceedances, Weekly:									0
Points:									0
Total Number of Points									0

0

NOTE: Limit exceedances are considered for monthly OR weekly averages but not both. When a monthly average limit exists it will be used to determine exceedances and generate points. This will be true even if a weekly limit also exists. When a weekly average limit exists and a monthly limit does not exist, the weekly limit will be used to determine exceedances and generate points.

1.2 If any violations occurred, what action was taken to regain compliance?

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

Compliance Maintenance Annual Report

Appleton Wastewater Treatment Facility

Last Updated: Reporting For:
6/6/2023 **2022**

Effluent Quality and Plant Performance (Phosphorus)

1. Effluent Phosphorus Results

1.1 Verify the following monthly average effluent values, exceedances, and points for Phosphorus

Outfall No. 001	Monthly Average phosphorus Limit (mg/L)	Effluent Monthly Average phosphorus (mg/L)	Months of Discharge with a Limit	Permit Limit Exceedance
January	1	0.199	1	0
February	1	0.198	1	0
March	1	0.192	1	0
April	1	0.128	1	0
May	1	0.129	1	0
June	1	0.119	1	0
July	1	0.175	1	0
August	1	0.218	1	0
September	1	0.169	1	0
October	1	0.150	1	0
November	1	0.192	1	0
December	1	0.165	1	0
Months of Discharge/yr			12	
Points per each exceedance with 12 months of discharge:				10
Exceedances				0
Total Number of Points				0

0

NOTE: For systems that discharge intermittently to waters of the state, the points per monthly exceedance for this section shall be based upon a multiplication factor of 12 months divided by the number of months of discharge.

Example: For a wastewater facility discharging only 6 months of the year, the multiplication factor is $12/6 = 2.0$

1.2 If any violations occurred, what action was taken to regain compliance?

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

Compliance Maintenance Annual Report

Appleton Wastewater Treatment Facility

Last Updated: Reporting For:
6/6/2023 **2022**

Outfall No. 010 - Biosolids- Compost Class A

Parameter	80% of Limit	H.Q. Limit	Ceiling Limit	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	80% Value	High Quality	Ceiling
Arsenic		41	75					3			2.11						0	0
Cadmium		39	85					.226			.219						0	0
Copper		1500	4300					34.1			39.5						0	0
Lead		300	840					10.5			8.41						0	0
Mercury		17	57					.062			.06						0	0
Molybdenum	60		75					1.77			2.25					0		0
Nickel	336		420					6.45			17.7					0		0
Selenium	80		100					.597			1.43					0		0
Zinc		2800	7500					89			94.7						0	0

Outfall No. 003 - Cake Sludge

Parameter	80% of Limit	H.Q. Limit	Ceiling Limit	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	80% Value	High Quality	Ceiling
Arsenic		41	75	<7.66		2.3		<2.3		<7.1		<10		<6.79			0	0
Cadmium		39	85	<.18		<.05		.132		.265		.324		<.161			0	0
Copper		1500	4300	76		75		71		69		70		76			0	0
Lead		300	840	4		4.03		3.5		3.83		4		<2.19			0	0
Mercury		17	57	.141		<.125		<.129		<.093		<.127		<.121			0	0
Molybdenum	60		75	3.49		5.16		2.9		3.21		3.06		4.15		0		0
Nickel	336		420	11		11		9.3		11		12		13		0		0
Selenium	80		100	<6.76		<1.91		<2		<6.29		<8.98		<5.97		0		0
Zinc		2800	7500	127		138		109		125		146		164			0	0

0

3.1.1 Number of times any of the metals exceeded the high quality limits OR 80% of the limit for molybdenum, nickel, or selenium = 0

Exceedence Points

- 0 (0 Points)
- 1-2 (10 Points)
- > 2 (15 Points)

3.1.2 If you exceeded the high quality limits, did you cumulatively track the metals loading at each land application site? (check applicable box)

- Yes
- No (10 points)
- N/A - Did not exceed limits or no HQ limit applies (0 points)
- N/A - Did not land apply biosolids until limit was met (0 points)

3.1.3 Number of times any of the metals exceeded the ceiling limits = 0

Exceedence Points

- 0 (0 Points)
- 1 (10 Points)
- > 1 (15 Points)

3.1.4 Were biosolids land applied which exceeded the ceiling limit?

- Yes (20 Points)
- No (0 Points)

3.1.5 If any metal limit (high quality or ceiling) was exceeded at any time, what action was taken? Has the source of the metals been identified?

Not applicable

4. Pathogen Control (per outfall):

4.1 Verify the following information. If any information is incorrect, use the Report Issue button under the Options header in the left-side menu.

Compliance Maintenance Annual Report

Appleton Wastewater Treatment Facility

Last Updated: Reporting For:
6/6/2023 **2022**

Outfall Number:	003
Biosolids Class:	B
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	01/01/2022 - 02/28/2022
Density:	6,551
Sample Concentration Amount:	CFU/G TS
Requirement Met:	Yes
Land Applied:	No
Process:	Anaerobic Digestion
Process Description:	Anaerobic digestion with a 21-day HRT

Outfall Number:	003
Biosolids Class:	B
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	03/01/2022 - 04/30/2022
Density:	18,909
Sample Concentration Amount:	CFU/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Anaerobic Digestion
Process Description:	Anaerobic digestion with a 21-day HRT

Outfall Number:	003
Biosolids Class:	B
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	05/01/2022 - 06/30/2022
Density:	11,644
Sample Concentration Amount:	CFU/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Anaerobic Digestion
Process Description:	Anaerobic digestion with a 21-day HRT

Outfall Number:	003
Biosolids Class:	B
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	07/01/2022 - 08/31/2022
Density:	3,542
Sample Concentration Amount:	CFU/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Anaerobic Digestion
Process Description:	Anaerobic digestion with a 21-day HRT

Compliance Maintenance Annual Report

Appleton Wastewater Treatment Facility

Last Updated: Reporting For:
6/6/2023 **2022**

Outfall Number:	003
Biosolids Class:	B
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	09/01/2022 - 10/31/2022
Density:	15,781
Sample Concentration Amount:	CFU/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Aerobic Digestion
Process Description:	Anaerobic digestion with a 21-day HRT

Outfall Number:	003
Biosolids Class:	B
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	11/01/2022 - 12/31/2022
Density:	16,886
Sample Concentration Amount:	CFU/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Aerobic Digestion
Process Description:	Anaerobic digestion with a 21-day HRT

Outfall Number:	010
Biosolids Class:	A
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	04/01/2022 - 06/30/2022
Density:	0
Sample Concentration Amount:	MPN/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Composting
Process Description:	The composting material maintained a temperature of 55 degrees C or higher for 15 days or longer. During this period, a minimum of 5 windrow turns occurred.

Outfall Number:	010
Biosolids Class:	A
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	07/01/2022 - 09/30/2022
Density:	0
Sample Concentration Amount:	MPN/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Composting
Process Description:	The composting material maintained a temperature of 55 degrees C or higher for 15 days or longer. During this period, a minimum of 5 windrow turns occurred.

Compliance Maintenance Annual Report

Appleton Wastewater Treatment Facility

Last Updated: Reporting For:
6/6/2023 **2022**

4.2 If exceeded Class B limit or did not meet the process criteria at the time of land application.

4.2.1 Was the limit exceeded or the process criteria not met at the time of land application?

Yes (40 Points)

No

If yes, what action was taken?

0

5. Vector Attraction Reduction (per outfall):

5.1 Verify the following information. If any of the information is incorrect, use the Report Issue button under the Options header in the left-side menu.

Outfall Number:	003
Method Date:	01/18/2022
Option Used To Satisfy Requirement:	Volatile Solids Reduction
Requirement Met:	Yes
Land Applied:	No
Limit (if applicable):	>= 38
Results (if applicable):	39.40

Outfall Number:	003
Method Date:	03/15/2022
Option Used To Satisfy Requirement:	Volatile Solids Reduction
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	>= 38
Results (if applicable):	41.10

Outfall Number:	003
Method Date:	06/30/2022
Option Used To Satisfy Requirement:	Incorporation when land apply
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	
Results (if applicable):	

Outfall Number:	003
Method Date:	07/12/2022
Option Used To Satisfy Requirement:	Volatile Solids Reduction
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	>= 38
Results (if applicable):	39.50

Compliance Maintenance Annual Report

Appleton Wastewater Treatment Facility

Last Updated: Reporting For:
6/6/2023 **2022**

Outfall Number:	003
Method Date:	10/31/2022
Option Used To Satisfy Requirement:	Incorporation when land apply
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	
Results (if applicable):	

Outfall Number:	003
Method Date:	12/31/2022
Option Used To Satisfy Requirement:	Incorporation when land apply
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	
Results (if applicable):	

Outfall Number:	010
Method Date:	06/30/2022
Option Used To Satisfy Requirement:	Aerobic Composting Process
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	
Results (if applicable):	

Outfall Number:	010
Method Date:	09/30/2022
Option Used To Satisfy Requirement:	Aerobic Composting Process
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	
Results (if applicable):	

5.2 Was the limit exceeded or the process criteria not met at the time of land application?

Yes (40 Points)

No

If yes, what action was taken?

6. Biosolids Storage

6.1 How many days of actual, current biosolids storage capacity did your wastewater treatment facility have either on-site or off-site?

\geq 180 days (0 Points)

150 - 179 days (10 Points)

120 - 149 days (20 Points)

90 - 119 days (30 Points)

$<$ 90 days (40 Points)

N/A (0 Points)

6.2 If you checked N/A above, explain why.

0

Compliance Maintenance Annual Report

Appleton Wastewater Treatment Facility

Last Updated: Reporting For:
6/6/2023 2022

	0
<p>7. Issues</p> <p>7.1 Describe any outstanding biosolids issues with treatment, use or overall management:</p> <p>On December 26, 2022, the AWWTP experienced an interruption of the anaerobic digestion process due to polymer entering the digesters. As a result, on December 27, 2022, the anaerobic digestion process was bypassed with approval from the Wisconsin DNR. The bypassing continued into early January 2023. Environmental Programs Coordinator Brian Kreski, subsequently requested approval to land apply the primary/secondary dewatered sludge in his January 11, 2023 letter to Barti Oumarou.</p>	

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

Compliance Maintenance Annual Report

Appleton Wastewater Treatment Facility

Last Updated: Reporting For:
6/6/2023 **2022**

Staffing and Preventative Maintenance (All Treatment Plants)

<p>1. Plant Staffing</p> <p>1.1 Was your wastewater treatment plant adequately staffed last year?</p> <ul style="list-style-type: none">● Yes○ No <p>If No, please explain:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div> <p>Could use more help/staff for:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div> <p>1.2 Did your wastewater staff have adequate time to properly operate and maintain the plant and fulfill all wastewater management tasks including recordkeeping?</p> <ul style="list-style-type: none">● Yes○ No <p>If No, please explain:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>	
<p>2. Preventative Maintenance</p> <p>2.1 Did your plant have a documented AND implemented plan for preventative maintenance on major equipment items?</p> <ul style="list-style-type: none">● Yes (Continue with question 2) <input type="checkbox"/><input type="checkbox"/>○ No (40 points) <input type="checkbox"/><input type="checkbox"/> <p>If No, please explain, then go to question 3:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div> <p>2.2 Did this preventative maintenance program depict frequency of intervals, types of lubrication, and other tasks necessary for each piece of equipment?</p> <ul style="list-style-type: none">● Yes○ No (10 points) <p>2.3 Were these preventative maintenance tasks, as well as major equipment repairs, recorded and filed so future maintenance problems can be assessed properly?</p> <ul style="list-style-type: none">● Yes<ul style="list-style-type: none">○ Paper file system○ Computer system● Both paper and computer system○ No (10 points)	0
<p>3. O&M Manual</p> <p>3.1 Does your plant have a detailed O&M and Manufacturer Equipment Manuals that can be used as a reference when needed?</p> <ul style="list-style-type: none">● Yes○ No	
<p>4. Overall Maintenance /Repairs</p> <p>4.1 Rate the overall maintenance of your wastewater plant.</p> <ul style="list-style-type: none">○ Excellent● Very good○ Good○ Fair○ Poor <p>Describe your rating:</p>	

Compliance Maintenance Annual Report

Appleton Wastewater Treatment Facility

Last Updated: Reporting For:
6/6/2023 **2022**

Operation/maintenance staff are knowledgeable and dedicated to repairing immediate needs, while also planning ahead for future maintenance and capital improvement projects.
--

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

Compliance Maintenance Annual Report

Appleton Wastewater Treatment Facility

Last Updated: Reporting For:
6/6/2023 **2022**

Operator Certification and Education

1. Operator-In-Charge

1.1 Did you have a designated operator-in-charge during the report year?

- Yes (0 points)
- No (20 points)

Name:

RYAN RICE

Certification No:

35598

0

2. Certification Requirements

2.1 In accordance with Chapter NR 114.56 and 114.57, Wisconsin Administrative Code, what level and subclass(es) were required for the operator-in-charge (OIC) to operate the wastewater treatment plant and what level and subclass(es) were held by the operator-in-charge?

Sub Class	SubClass Description	WWTP		OIC	
		Advanced	OIT	Basic	Advanced
A1	Suspended Growth Processes	X			X
A2	Attached Growth Processes				
A3	Recirculating Media Filters				
A4	Ponds, Lagoons and Natural				
A5	Anaerobic Treatment Of Liquid				
B	Solids Separation	X			X
C	Biological Solids/Sludges	X			X
P	Total Phosphorus	X			X
N	Total Nitrogen				
D	Disinfection	X			X
L	Laboratory	X			X
U	Unique Treatment Systems				
SS	Sanitary Sewage Collection	X	NA	X	NA

0

2.2 Was the operator-in-charge certified at the appropriate level and subclass(es) to operate this plant? (Note: Certification in subclass SS is required 5 years after permit reissuance.)

- Yes (0 points)
- No (20 points)

3. Succession Planning

3.1 In the event of the loss of your designated operator-in-charge, did you have a contingency plan to ensure the continued proper operation and maintenance of the plant that includes one or more of the following options (check all that apply)?

- One or more additional certified operators on staff
- An arrangement with another certified operator
- An arrangement with another community with a certified operator
- An operator on staff who has an operator-in-training certificate for your plant and is expected to be certified within one year
- A consultant to serve as your certified operator
- None of the above (20 points)

If "None of the above" is selected, please explain:

0

4. Continuing Education Credits

4.1 If you had a designated operator-in-charge, was the operator-in-charge earning Continuing Education Credits at the following rates?

Compliance Maintenance Annual Report

Appleton Wastewater Treatment Facility

Last Updated: Reporting For:
6/6/2023 **2022**

OIT and Basic Certification: ○ Averaging 6 or more CECs per year. ○ Averaging less than 6 CECs per year. Advanced Certification: ● Averaging 8 or more CECs per year. ○ Averaging less than 8 CECs per year.	
---	--

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

Compliance Maintenance Annual Report

Appleton Wastewater Treatment Facility

Last Updated: Reporting For:
6/6/2023 2022

Financial Management

1. Provider of Financial Information Name: <input type="text" value="Kelli Rindt"/> Telephone: <input type="text" value="920-832-6316"/> (XXX) XXX-XXXX E-Mail Address (optional): <input type="text" value="kelli.rindt@appleton.org"/>		
2. Treatment Works Operating Revenues 2.1 Are User Charges or other revenues sufficient to cover O&M expenses for your wastewater treatment plant AND/OR collection system ? ● Yes (0 points) <input type="checkbox"/> <input type="checkbox"/> ○ No (40 points) If No, please explain: <input type="text"/> 2.2 When was the User Charge System or other revenue source(s) last reviewed and/or revised? Year: <input type="text" value="2022"/> ● 0-2 years ago (0 points) <input type="checkbox"/> <input type="checkbox"/> ○ 3 or more years ago (20 points) <input type="checkbox"/> <input type="checkbox"/> ○ N/A (private facility) 2.3 Did you have a special account (e.g., CWF required segregated Replacement Fund, etc.) or financial resources available for repairing or replacing equipment for your wastewater treatment plant and/or collection system? ● Yes (0 points) ○ No (40 points)		0
REPLACEMENT FUNDS [PUBLIC MUNICIPAL FACILITIES SHALL COMPLETE QUESTION 3]		
3. Equipment Replacement Funds 3.1 When was the Equipment Replacement Fund last reviewed and/or revised? Year: <input type="text" value="2022"/> ● 1-2 years ago (0 points) <input type="checkbox"/> <input type="checkbox"/> ○ 3 or more years ago (20 points) <input type="checkbox"/> <input type="checkbox"/> ○ N/A If N/A, please explain: <input type="text"/>		
3.2 Equipment Replacement Fund Activity		
3.2.1 Ending Balance Reported on Last Year's CMAR	\$ <input type="text" value="3,925,937.77"/>	
3.2.2 Adjustments - if necessary (e.g. earned interest, audit correction, withdrawal of excess funds, increase making up previous shortfall, etc.)	\$ <input type="text" value="0.00"/>	
3.2.3 Adjusted January 1st Beginning Balance	\$ <input type="text" value="3,925,937.77"/>	
3.2.4 Additions to Fund (e.g. portion of User Fee, earned interest, etc.)	\$ <input type="text" value="0.00"/>	
	+	\$ <input type="text" value="0.00"/>

Compliance Maintenance Annual Report

Appleton Wastewater Treatment Facility

Last Updated: Reporting For:
6/6/2023 **2022**

3.2.5 Subtractions from Fund (e.g., equipment replacement, major repairs - use description box 3.2.6.1 below*) -

\$ 316,915.17

3.2.6 Ending Balance as of December 31st for CMAR Reporting Year

\$ 3,609,022.60

All Sources: This ending balance should include all Equipment Replacement Funds whether held in a bank account(s), certificate(s) of deposit, etc.

3.2.6.1 Indicate adjustments, equipment purchases, and/or major repairs from 3.2.5 above.

Unrealized investment losses due to market conditions.

3.3 What amount should be in your Replacement Fund?

\$ 2,933,830.87

0

Please note: If you had a CWFP loan, this amount was originally based on the Financial Assistance Agreement (FAA) and should be regularly updated as needed. Further calculation instructions and an example can be found by clicking the SectionInstructions link under Info header in the left-side menu.

3.3.1 Is the December 31 Ending Balance in your Replacement Fund above, (#3.2.6) equal to, or greater than the amount that should be in it (#3.3)?

- Yes
- No

If No, please explain.

4. Future Planning

4.1 During the next ten years, will you be involved in formal planning for upgrading, rehabilitating, or new construction of your treatment facility or collection system?

- Yes - If Yes, please provide major project information, if not already listed below.
- No

Project #	Project Description	Estimated Cost	Approximate Construction Year
1	Sludge Storage Improvements	\$8,034,001	2023
2	Belt filter press upgrades	\$10,888,373	2023
3	Multi-Year Electrical Equipment Upgrade	\$1,506,282	2023
4	Multi-year HVAC Upgrades	\$3,668,655	2022
5	PLC & SCADA Upgrades	\$41,686	2023
6	Marshall Heights Lift Station Improvements	\$750,000	2024
7	Lighting Upgrades	\$300,000	2023
8	Roof Replacements	\$750,000	2023
9	Multi-Year Driveway and Walkway Replacements	\$1,204,442	2023
10	Glacier Ridge Lift Station	\$400,000	2024
11	Summer St Lift Station	\$400,000	2026
12	Secondary Clarifier Drive Replacements	\$215,000	2022
13	Blended Sludge Piping & Heat Exchanger Replacement	\$4,181,315	2023
14	Grit Trap Vortex Drive Replacement	\$267,811	2023
15	Phone/Wireless system upgrades	\$587,500	2023
16	Multi-year Elevator replacement	\$950,000	2024
17	Building renovations	\$1,077,616	2023
18	Multi-year MCC Upgrades	\$7,800,000	2023
19	Chemical Systems	\$225,000	2023
20	Final Clarifier Underdrain Replacement	\$349,650	2023

Compliance Maintenance Annual Report

Appleton Wastewater Treatment Facility

Last Updated: Reporting For:
6/6/2023 2022

21	Aeration Process Upgrade	\$1,200,000	2026
22	Digested Sludge Storage Tank Cover & Blending Pump Replacements	\$1,600,000	2024
23	Midway Lift Station Control Panel	\$400,000	2026
24	Water Street Lift Station	\$750,000	2024

5. Financial Management General Comments

None

ENERGY EFFICIENCY AND USE

6. Collection System

6.1 Energy Usage

6.1.1 Enter the monthly energy usage from the different energy sources:

COLLECTION SYSTEM PUMPAGE: Total Power Consumed

Number of Municipally Owned Pump/Lift Stations:

	Electricity Consumed (kWh)	Natural Gas Consumed (therms)
January	25,005	460
February	25,112	346
March	27,555	155
April	23,897	74
May	16,120	15
June	16,930	4
July	13,373	20
August	14,296	8
September	15,676	11
October	13,478	118
November	20,354	315
December	25,318	254
Total	237,114	1,780
Average	19,760	148

6.1.2 Comments:

None

6.2 Energy Related Processes and Equipment

6.2.1 Indicate equipment and practices utilized at your pump/lift stations (Check all that apply):

- Comminution or Screening
- Extended Shaft Pumps
- Flow Metering and Recording
- Pneumatic Pumping
- SCADA System
- Self-Priming Pumps
- Submersible Pumps
- Variable Speed Drives
- Other:

Compliance Maintenance Annual Report

Appleton Wastewater Treatment Facility

Last Updated: Reporting For:
6/6/2023 **2022**

6.2.2 Comments:

None

6.3 Has an Energy Study been performed for your pump/lift stations?

No

Yes

Year:

2009

By Whom:

Donohue & Associates, McMahon Engineers

Describe and Comment:

In the last five years the following lift stations have been reviewed and new designs, some including new energy efficient pumps, VFDs, etc., have been completed through construction projects: Briarcliff, Midway Rd, North Edgewood. Maintaining a lift station inventory that is energy efficient is a City of Appleton objective.

6.4 Future Energy Related Equipment

6.4.1 What energy efficient equipment or practices do you have planned for the future for your pump/lift stations?

Future lift station pump and motor upgrades will replace less efficient equipment with more energy efficient pumps and motors.

7. Treatment Facility

7.1 Energy Usage

7.1.1 Enter the monthly energy usage from the different energy sources:

TREATMENT PLANT: Total Power Consumed/Month

	Electricity Consumed (kWh)	Total Influent Flow (MG)	Electricity Consumed/Flow (kWh/MG)	Total Influent BOD (1000 lbs)	Electricity Consumed/Total Influent BOD (kWh/1000lbs)	Natural Gas Consumed (therms)
January	1,005,538	263.44	3,817	911.80	1,103	3,158
February	901,600	216.44	4,166	696.78	1,294	6,643
March	944,800	440.23	2,146	857.31	1,102	5,216
April	914,400	571.66	1,600	424.32	2,155	1,636
May	882,400	365.76	2,413	567.39	1,555	216
June	824,000	355.32	2,319	563.04	1,463	346
July	847,200	273.11	3,102	583.11	1,453	650
August	887,200	325.80	2,723	518.97	1,710	1,121
September	853,600	318.75	2,678	578.19	1,476	390
October	877,600	249.88	3,512	604.35	1,452	600
November	864,000	350.13	2,468	458.46	1,885	273
December	856,000	314.41	2,723	705.37	1,214	3,272
Total	10,658,338	4,044.93		7,469.09		23,521
Average	888,195	337.08	2,806	622.42	1,489	1,960

7.1.2 Comments:

None

Compliance Maintenance Annual Report

Appleton Wastewater Treatment Facility

Last Updated: Reporting For:
6/6/2023 2022

7.2 Energy Related Processes and Equipment

7.2.1 Indicate equipment and practices utilized at your treatment facility (Check all that apply):

- Aerobic Digestion
- Anaerobic Digestion
- Biological Phosphorus Removal
- Coarse Bubble Diffusers
- Dissolved O2 Monitoring and Aeration Control
- Effluent Pumping
- Fine Bubble Diffusers
- Influent Pumping
- Mechanical Sludge Processing
- Nitrification
- SCADA System
- UV Disinfection
- Variable Speed Drives
- Other:

7.2.2 Comments:

Effluent pumping is an as-needed process dependent on WWTP inflow and river levels.

7.3 Future Energy Related Equipment

7.3.1 What energy efficient equipment or practices do you have planned for the future for your treatment facility?

Equipment replacement with energy efficient pumps and motors as well optimization of process controls.
Biogas boiler heating system optimization to increase biogas utilization and heating system efficiency.

8. Biogas Generation

8.1 Do you generate/produce biogas at your facility?

No

Yes

If Yes, how is the biogas used (Check all that apply):

- Flared Off
- Building Heat
- Process Heat
- Generate Electricity
- Other:

9. Energy Efficiency Study

9.1 Has an Energy Study been performed for your treatment facility?

No

Compliance Maintenance Annual Report

Appleton Wastewater Treatment Facility

Last Updated: Reporting For:
6/6/2023 **2022**

<p><input type="radio"/> Yes</p> <p><input checked="" type="checkbox"/> Entire facility</p> <p>Year: <input type="text" value="2004"/></p> <p>By Whom: <input type="text" value="Joe Cantwell - Focus on Energy"/></p> <p>Describe and Comment:</p> <div style="border: 1px solid black; padding: 5px;"><p>Every project has an energy component. The City reviews projects by completing a conditions assessment followed by a review of alternatives. The City chooses the alternative with the least overall project cost (operating and capital). A number of projects resulted in decreased energy usage. As part of the plant electrical distribution project, two buildings currently heated by electricity will be converted to hot water heating.</p></div> <p><input type="checkbox"/> Part of the facility</p> <p>Year: <input type="text"/></p> <p>By Whom: <input type="text"/></p> <p>Describe and Comment:</p> <div style="border: 1px solid black; height: 20px;"></div>
--

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

Compliance Maintenance Annual Report

Appleton Wastewater Treatment Facility

Last Updated: Reporting For:
6/6/2023 2022

Sanitary Sewer Collection Systems

1. Capacity, Management, Operation, and Maintenance (CMOM) Program

1.1 Do you have a CMOM program that is being implemented?

- Yes
- No

If No, explain:

1.2 Do you have a CMOM program that contains all the applicable components and items according to Wisc. Adm Code NR 210.23 (4)?

- Yes
- No (30 points)
- N/A

If No or N/A, explain:

1.3 Does your CMOM program contain the following components and items? (check the components and items that apply)

- Goals [NR 210.23 (4)(a)]

Describe the major goals you had for your collection system last year:

Major Goals: Reconstruction is performed based on existing condition and expected useful life of sanitary sewer infrastructure. Budget constraints limit the amount of sewer infrastructure that can be replaced annually to an amount less than which meets our reconstruction criteria. In 2022, \$4,102,933 was budgeted for sewer reconstruction and \$1,013,663 was budgeted for maintenance. Specific 2022 goals included System cleaning: 37.4%; Defects to correct: 24; televising and root control: 9.7%; Spot Repairs: 22; Trouble call responses: 37; Blockages removed: 3; Cross-connections identified: 11; protruding taps removed: 0; General reduction in I/I through clear water inspection program. These goals are consistent with the 2022 budget for the collection system.

Did you accomplish them?

- Yes
- No

If No, explain:

- Organization [NR 210.23 (4) (b)]

Does this chapter of your CMOM include:

- Organizational structure and positions (eg. organizational chart and position descriptions)
- Internal and external lines of communication responsibilities
- Person(s) responsible for reporting overflow events to the department and the public

- Legal Authority [NR 210.23 (4) (c)]

What is the legally binding document that regulates the use of your sewer system?

Sewer Use Ordinance

If you have a Sewer Use Ordinance or other similar document, when was it last reviewed and revised? (MM/DD/YYYY) 2020-11-03

Does your sewer use ordinance or other legally binding document address the following:

- Private property inflow and infiltration
- New sewer and building sewer design, construction, installation, testing and inspection
- Rehabilitated sewer and lift station installation, testing and inspection
- Sewage flows satellite system and large private users are monitored and controlled, as necessary

Compliance Maintenance Annual Report

Appleton Wastewater Treatment Facility

Last Updated: Reporting For:
6/6/2023 **2022**

Fat, oil and grease control
 Enforcement procedures for sewer use non-compliance
 Operation and Maintenance [NR 210.23 (4) (d)]
 Does your operation and maintenance program and equipment include the following:
 Equipment and replacement part inventories
 Up-to-date sewer system map
 A management system (computer database and/or file system) for collection system information for O&M activities, investigation and rehabilitation
 A description of routine operation and maintenance activities (see question 2 below)
 Capacity assessment program
 Basement back assessment and correction
 Regular O&M training
 Design and Performance Provisions [NR 210.23 (4) (e)]
 What standards and procedures are established for the design, construction, and inspection of the sewer collection system, including building sewers and interceptor sewers on private property?
 State Plumbing Code, DNR NR 110 Standards and/or local Municipal Code Requirements
 Construction, Inspection, and Testing
 Others:

Overflow Emergency Response Plan [NR 210.23 (4) (f)]
 Does your emergency response capability include:
 Responsible personnel communication procedures
 Response order, timing and clean-up
 Public notification protocols
 Training
 Emergency operation protocols and implementation procedures
 Annual Self-Auditing of your CMOM Program [NR 210.23 (5)]
 Special Studies Last Year (check only those that apply):
 Infiltration/Inflow (I/I) Analysis
 Sewer System Evaluation Survey (SSES)
 Sewer Evaluation and Capacity Management Plan (SECAP)
 Lift Station Evaluation Report
 Others:

0

2. Operation and Maintenance

2.1 Did your sanitary sewer collection system maintenance program include the following maintenance activities? Complete all that apply and indicate the amount maintained.

Cleaning	37.4	% of system/year
Root removal	0.1	% of system/year
Flow monitoring	1.8	% of system/year
Smoke testing	0.0	% of system/year
Sewer line televising	13.0	% of system/year
Manhole inspections	14.7	% of system/year
Lift station O&M	12	# per L.S./year
Manhole rehabilitation		

Compliance Maintenance Annual Report

Appleton Wastewater Treatment Facility

Last Updated: Reporting For:
6/6/2023 **2022**

Mainline rehabilitation	<input type="text" value=".19"/>	% of manholes rehabbed
Private sewer inspections	<input type="text" value="0.04"/>	% of system/year
Private sewer I/I removal	<input type="text" value="0.0"/>	% of private services
River or water crossings	<input type="text" value="0.0"/>	% of pipe crossings evaluated or maintained
Please include additional comments about your sanitary sewer collection system below:		
<input type="text" value="No additional comments."/>		

3. Performance Indicators

3.1 Provide the following collection system and flow information for the past year.

<input type="text" value="25.16"/>	Total actual amount of precipitation last year in inches
<input type="text" value="32"/>	Annual average precipitation (for your location)
<input type="text" value="334"/>	Miles of sanitary sewer
<input type="text" value="14"/>	Number of lift stations
<input type="text" value="0"/>	Number of lift station failures
<input type="text" value="1"/>	Number of sewer pipe failures
<input type="text" value="37"/>	Number of basement backup occurrences
<input type="text" value="37"/>	Number of complaints
<input type="text" value="11.1"/>	Average daily flow in MGD (if available)
<input type="text" value="19.1"/>	Peak monthly flow in MGD (if available)
<input type="text" value="60.6"/>	Peak hourly flow in MGD (if available)

3.2 Performance ratios for the past year:

<input type="text" value="0.00"/>	Lift station failures (failures/year)
<input type="text" value="0.00"/>	Sewer pipe failures (pipe failures/sewer mile/yr)
<input type="text" value="0.00"/>	Sanitary sewer overflows (number/sewer mile/yr)
<input type="text" value="0.11"/>	Basement backups (number/sewer mile)
<input type="text" value="0.11"/>	Complaints (number/sewer mile)
<input type="text" value="1.7"/>	Peaking factor ratio (Peak Monthly:Annual Daily Avg)
<input type="text" value="5.5"/>	Peaking factor ratio (Peak Hourly:Annual Daily Avg)

4. Overflows

LIST OF SANITARY SEWER (SSO) AND TREATMENT FACILITY (TFO) OVERFLOWS REPORTED **

Date	Location	Cause	Estimated Volume
None reported			

** If there were any SSOs or TFOs that are not listed above, please contact the DNR and stop work on this section until corrected.

5. Infiltration / Inflow (I/I)

5.1 Was infiltration/inflow (I/I) significant in your community last year?

- Yes
- No

Compliance Maintenance Annual Report

Appleton Wastewater Treatment Facility

Last Updated: Reporting For:
6/6/2023 **2022**

If Yes, please describe:

Rain events in March and April increased influent flows above the average daily flow for the year.

5.2 Has infiltration/inflow and resultant high flows affected performance or created problems in your collection system, lift stations, or treatment plant at any time in the past year?

- Yes
- No

If Yes, please describe:

5.3 Explain any infiltration/inflow (I/I) changes this year from previous years:

None

5.4 What is being done to address infiltration/inflow in your collection system?

The following activities are being performed to address inflow/infiltration:

- a. 927 manhole Inspections
- b. 12 manholes rehabilitated
- c. 43 miles of sanitary mains televised
- d. 0.70 miles of sewer pipe rehabilitated
- e. 61 sanitary manhole seals installed
- f. 85 laterals replaced
- g. 11 basement inspections in conjunction with plumbing inspections and water meter maintenance, to identify and eliminate illegal clear water connections to the sanitary system. 11 violations were found or corrected.

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

Compliance Maintenance Annual Report

Appleton Wastewater Treatment Facility

Last Updated: Reporting For:
6/6/2023 **2022**

Grading Summary

WPDES No: 0023221

SECTIONS	LETTER GRADE	GRADE POINTS	WEIGHTING FACTORS	SECTION POINTS
Influent	A	4	3	12
BOD/CBOD	A	4	10	40
TSS	A	4	5	20
Ammonia	A	4	5	20
Phosphorus	A	4	3	12
Biosolids	A	4	5	20
Staffing/PM	A	4	1	4
OpCert	A	4	1	4
Financial	A	4	1	4
Collection	A	4	3	12
TOTALS			37	148
GRADE POINT AVERAGE (GPA) = 4.00				

Notes:

- A = Voluntary Range (Response Optional)
- B = Voluntary Range (Response Optional)
- C = Recommendation Range (Response Required)
- D = Action Range (Response Required)
- F = Action Range (Response Required)

Compliance Maintenance Annual Report

Appleton Wastewater Treatment Facility

Last Updated: Reporting For:
6/6/2023 2022

Resolution or Owner's Statement

Name of Governing
Body or Owner:

Date of Resolution or
Action Taken:

Resolution Number:

Date of Submittal:

ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO SPECIFIC CMAR SECTIONS (Optional for grade A or B. Required for grade C, D, or F):

Influent Flow and Loadings: Grade = A

Effluent Quality: BOD: Grade = A

Effluent Quality: TSS: Grade = A

Effluent Quality: Ammonia: Grade = A

Effluent Quality: Phosphorus: Grade = A

Biosolids Quality and Management: Grade = A

Staffing: Grade = A

Operator Certification: Grade = A

Financial Management: Grade = A

Collection Systems: Grade = A

(Regardless of grade, response required for Collection Systems if SSOs were reported)

ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO THE OVERALL GRADE POINT AVERAGE AND ANY GENERAL COMMENTS

(Optional for G.P.A. greater than or equal to 3.00, required for G.P.A. less than 3.00)

G.P.A. = 4.00

19-23

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

(City Plan Commission 6-21-2023)

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

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

To rezone lands located in the “Future Providence Avenue and Baldeagle Drive (Right-of-Way) Annexation”, consisting of future right-of-way and a pond generally located north of East Edgewood Drive from temporary AG Agricultural District to P-I Public Institutional District. (Rezoning #2-23 – Future Providence Ave and Baldeagle Dr Annexation)

LEGAL DESCRIPTIONS:

POND

Parcel: 31-1-8301-11

A part of the East 80 Rods of the South 45 Acres of the Fractional Southwest ¼ of Section 6, Township 21 North, Range 18 East, City of Appleton, Outagamie County, Wisconsin, containing 33,825 Square Feet (0.7765 Acres) of land and being further described as follows:

Commencing at the South ¼ corner of said Section 6;

Thence South 89°44’38” West 1059.68 feet along the South line of the Fractional SW ¼ of said Section 6;

Thence North 00°15’22” West 544.45 feet to point number 185 of Transportation Project Plat No: 0000-0G-17-4.02 recorded as document number 2070341 of the Outagamie County Register of Deeds Office;

Thence North 54°21’43” East 127.60 feet;

Thence North 56°36’28” East 300.625 feet;

Thence Northeasterly 157.26 feet along the arc of curve to the left having a radius of 1,035.00 feet and the chord of which bears North 52°15’18” East 157.10 feet to the point of beginning;

Thence continue Northeasterly 263.34 feet along the arc of a curve to the left having a radius of 1035.00 feet and the chord of which bears North 40°36’48” East 262.63 feet;

Thence South 56°40’32” East 120.00 feet;

*Thence South 35°39'52" West 175.42 feet;
Thence South 47°54'08" West 119.28 feet;
Thence North 42°05'52" West 120.00 feet to the point of beginning.*

BALDEAGLE RIGHT-OF-WAY

A part of the Northeast ¼ of the Fractional Southwest ¼ of Section 6, Township 21 North, Range 18 East, City of Appleton, Outagamie County, Wisconsin, containing 9,882 Square Feet (0.2269 Acres) of land and being further described as follows:

Commencing at the South ¼ corner of said Section 6;

Thence South 89°44'38" West 1059.68 feet along the South line of the Fractional SW ¼ of said Section 6;

Thence North 00°15'22" West 544.45 feet to point number 185 of Transportation Project Plat No: 0000-0G-17-4.02 recorded as document number 2070341 of the Outagamie County Register of Deeds Office;

Thence North 33°23'32" West 80.00 feet;

Thence North 58°51'13" East 127.60 feet;

Thence North 56°36'28" East 300.63 feet;

Thence Northeasterly 1130.48 feet along the arc of curve to the left having a radius of 965.00 feet and the chord of which bears North 23°02'50" East 1066.94 feet to the point of beginning;

Thence South 77°06'07" West 145.09 feet to the Southeast end of Baldeagle Drive according to Apple Ridge 2;

Thence North 03°30'35" West 0.06 feet coincident with the East line of Apple Ridge 2;

Thence North 05°31'46" West 70.52 feet coincident with the East line of Apple Ridge 2 to the Northeast end of Baldeagle Drive;

Thence North 77°06'07" East 136.41 feet;

Thence Southerly 70.02 feet along the arc of a curve to the right having a radius of 965.00 feet and the chord of which bears South 12°35'31" East 70.00 feet to the point of beginning.

PROVIDENCE RIGHT-OF-WAY

A part of the Northeast ¼ of the Fractional Southwest ¼ of Section 6, Township 21 North, Range 18 East, City of Appleton, Outagamie County, Wisconsin, containing 27,293 Square Feet (0.6266 Acres) of land and being further described as follows:

Commencing at the South ¼ corner of said Section 6;

Thence South 89°44'38" West 1059.68 feet along the South line of the Fractional SW ¼ of said Section 6;

Thence North 00°15'22" West 544.45 feet to point number 185 of Transportation Project Plat No: 0000-0G-17-4.02 recorded as document number 2070341 of the Outagamie County Register of Deeds Office;

Thence North 54°21'43" East 127.60 feet;

Thence North 56°36'28" East 300.63 feet;

Thence Northerly 1429.04 feet along the arc of a curve to the left having a radius of 1,035.00 feet and the chord of which bears North 17°03'12" East 1318.20 feet;

Thence Northerly 373.38 feet along the arc of a curve to the right having a radius of 965.00 feet and the chord of which bears North 11°25'01" West 371.05 feet to the point of beginning;

Thence continue Northerly 7.83 feet along the arc of a curve to the right having a radius of 965.00 feet and the chord of which bears North 00°05'59" West 7.83 feet;

Thence North 00°07'58" East 58.17 feet;

Thence South 89°27'33" East 413.71 feet to the East line of the Fractional Southwest ¼ of said Section 6;

Thence South 00°27'14" West 66.00 feet coincident with the East line of the Fractional Southwest ¼ of said Section 6;

Thence North 89°27'33" West 413.31 feet to the point of beginning.

COMMON DESCRIPTION:

Lands included in the "Future Providence Avenue and Baldeagle Drive (Right-of-Way) Annexation", consisting of future right-of-way and a pond generally located north of East Edgewood Drive.

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