



City of Appleton

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

Meeting Agenda - Final Common Council

Wednesday, August 16, 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
[23-0984](#) Common Council Meeting Minutes of August 2, 2023

Attachments: [CC Minutes 8-2-23.pdf](#)
- G. BUSINESS PRESENTED BY THE MAYOR
[23-0988](#) Confirmation of Board of Review Alternate Appointments

Attachments: [Aug 16 2023 Board of Review Appt Memo.pdf](#)
- H. PUBLIC PARTICIPATION
- I. PUBLIC HEARINGS
- J. SPECIAL RESOLUTIONS
[23-0987](#) Resolution authorizing and providing for the sale and issuance of General Obligation Promissory Notes, Series 2023 and all related details.
- K. ESTABLISH ORDER OF THE DAY
- L. COMMITTEE REPORTS

1. MINUTES OF THE MUNICIPAL SERVICES COMMITTEE

[23-0949](#) Request from Colleen Vanden Heuvel at 1007 N. Badger Avenue for a Terrace Occupancy Permit to keep an existing 4' fence, lilacs, landscaping stone and pavers in the street terrace along W. Commercial Street.

Attachments: [1007 Badger Ave memo.pdf](#)
[1007 Badger Ave application.pdf](#)

Legislative History

8/7/23 Municipal Services recommended for approval
Committee

[23-0950](#) Approve modification to the parking restrictions in the downtown business area, the southside of the 400 and 500 block of W. College Avenue.

Attachments: [College Av 400W 500W - APD memo.pdf](#)

Legislative History

8/7/23 Municipal Services recommended for approval
Committee

[23-0951](#) Request from OB's Brau Haus for a street occupancy permit to place tables and chairs in the College Avenue beautification strip at 523/525 W. College Avenue.

Attachments: [Table and Chairs Ob Brau Haus.pdf](#)

Legislative History

8/7/23 Municipal Services recommended for approval
Committee

[23-0967](#) Request from The Boldt Company for a permanent street occupancy permit for the Appleton Library construction site perimeter fencing and staging on N. Oneida Street, W. Franklin Street, N. Appleton Street and W. Washington Street for a period ending on October 24, 2024.

Attachments: [Occupancy Permit Appleton Public Library.pdf](#)

Legislative History

8/7/23 Municipal Services recommended for approval
Committee

2. MINUTES OF THE SAFETY AND LICENSING COMMITTEE

[23-0824](#) Fire Department Service Agreement for Gold Cross Ambulance

Attachments: [Service Agreement for Gold Cross Ambulance.pdf](#)
[Amended GOLD CROSS - SHARED SERVICES AND OPERATING AGRM - 08](#)

Legislative History

7/12/23	Safety and Licensing Committee	recommended for approval
	<i>Nick Romenesko, 1920 Biscayne Dr, Little Chute appeared on behalf of Gold Cross and addressed the committee.</i>	
7/19/23	Common Council	referred to the Safety and Licensing Committee
7/26/23	Safety and Licensing Committee	held
8/9/23	Safety and Licensing Committee	recommended for approval
	<i>Nick Romenesko, 1920 Biscayne Dr, Little Chute, appeared on behalf of Gold Cross and addressed the committee.</i>	
8/9/23	Safety and Licensing Committee	amended
	<i>XII. Section C. 3. Amend to add: In addition, Gold Cross & the Fire Department will report findings of the agreement to the Safety & Licensing Committee every 6 months.</i>	

23-0916

Reserve "Class B" Liquor License application for El Guadalajara Mexican Restaurant LLC d/b/a El Guadalajara Mexican Restaurant, Lucelia Guzman, Agent, located at 1003 W Northland Ave Suite B.

Attachments: [El Guadalajara Mexican Restaurant-Reserve Liquor app.pdf](#)

Legislative History

8/9/23	Safety and Licensing Committee	recommended for approval
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23-0918

Class "B" Beer License application for Newell Company Inc, d/b/a Lumberjack Johnny's, David Oshefsky, Agent, located at 2701 N Oneida St Ste E, contingent upon approval from the Health and Inspections departments.

Attachments: [Lumberjack Johnnys.pdf](#)

Legislative History

8/9/23	Safety and Licensing Committee	recommended for approval
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23-0982

Alcohol License Suspension Hearing for BT & DAVE, LLC DBA: Speakeasy Ultra Lounge, Theodore Sues, Agent

Attachments: [Complaint - Speakeasy 8-4-23.pdf](#)

[Summons - Speakeasy 8-4-23.pdf](#)

[Speakeasy Stipulation.pdf](#)

[Speakeasy Stipulation 8-2023 Signed.pdf](#)

Legislative History

8/9/23	Safety and Licensing Committee	recommended for approval
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[23-0983](#) Fire Department contract with Department of Military Affairs for Radiological Field Team Services

Attachments: [Radiological Field Team Services Appleton 2023-2027 \(DMA 7-12-2023 Legal I](#)

Legislative History

8/9/23 Safety and Licensing Committee recommended for approval

3. MINUTES OF THE CITY PLAN COMMISSION

4. MINUTES OF THE PARKS AND RECREATION COMMITTEE

5. MINUTES OF THE FINANCE COMMITTEE

[23-0959](#) Request for Finance Director to sell \$20,200,000 of General Obligation Promissory Notes

Legislative History

8/7/23 Finance Committee recommended for approval

[23-0960](#) Request to Award the 2023 Lundgaard Park Development Project contract to Vinton Construction Company in the amount of \$911,177.70 with a 15% contingency of \$137,000 for a project not to exceed \$1,048,177.70.

Attachments: [Lundgaard Park Development Project Finance Memo .pdf](#)

Legislative History

8/7/23 Finance Committee recommended for approval

[23-0969](#) Request to approve Dental Associates, Manos Holding North Appleton LLC request for partial refund of 2021 and 2022 real estate property taxes in the amount of \$21,326.18 for 2115 E Evergreen Dr, Appleton, WI (parcel 31-1-6510-39)

Attachments: [8-2-23Dental Associates Summary Memo.pdf](#)

Legislative History

8/7/23 Finance Committee recommended for approval

6. MINUTES OF THE COMMUNITY AND ECONOMIC DEVELOPMENT COMMITTEE

7. MINUTES OF THE UTILITIES COMMITTEE

[23-0944](#) Award Engineering Services Contract for the AWTF Clearwells and Lindbergh Standpipe Project to McMahon Associates, Inc., in the amount of \$39,100 with a 10% contingency of \$3,910 for a project total not to exceed \$40,010.

Attachments: [Clearwells and Lindbergh Project - Engineering Award 07-31-23.pdf](#)

Legislative History

8/8/23 Utilities Committee recommended for approval

8. MINUTES OF THE HUMAN RESOURCES & INFORMATION TECHNOLOGY COMMITTEE

[23-0927](#) Department of Public Works Traffic Table of Organization Change.

Attachments: [Memo - HR Committee Traffic Engineer Position.pdf](#)
[Public Works TO.pdf](#)

Legislative History

8/9/23 Human Resources & Information Technology Committee recommended for approval

[23-0928](#) Valley Transit Table of Organization Change 1.0 FTE Utility Worker Position.

Attachments: [Valley Transit Memo.pdf](#)
[Valley Transit DRAFT 7.24.23.pdf](#)

Legislative History

8/9/23 Human Resources & Information Technology Committee recommended for approval

9. MINUTES OF THE FOX CITIES TRANSIT COMMISSION

10. MINUTES OF THE BOARD OF HEALTH

M. CONSOLIDATED ACTION ITEMS

N. ITEMS HELD

O. ORDINANCES

P. LICENSE APPLICATIONS AND COMMUNICATIONS REFERRED TO COMMITTEES OF JURISDICTION

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

Kami Lynch, City Clerk

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

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



City of Appleton

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

Meeting Minutes - Final Common Council

Wednesday, August 2, 2023

7:00 PM

Council Chambers

A. CALL TO ORDER

The meeting was called to order by Mayor Woodford at 7:02 p.m.

B. INVOCATION

The Invocation was offered by Alderperson Meltzer.

C. PLEDGE OF ALLEGIANCE TO THE FLAG

D. ROLL CALL OF ALDERPERSONS

Alderperson Jones appeared virtually.

Present: 16 - 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 Kristin Alfheim, Alderperson Nate Wolff, Alderperson Sheri Hartzheim, Alderperson Christopher Croatt, Alderperson Chad Doran and Mayor Jake Woodford

E. ROLL CALL OF OFFICERS AND DEPARTMENT HEADS

All Departments were represented.

F. APPROVAL OF PREVIOUS COUNCIL MEETING MINUTES

[23-0920](#)

Common Council Meeting Minutes of July 19, 2023

Attachments: [CC Minutes 7-19-23.pdf](#)

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

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

Abstained: 1 - Mayor Jake Woodford

G. BUSINESS PRESENTED BY THE MAYOR

[23-0923](#)

Proclamations:

- Breastfeeding Month
- Creative Economy Week

Attachments: [Breastfeeding Awareness Month Proclamation.pdf](#)
[Creative Economy Week Proclamation.pdf](#)

[23-0924](#)

Recognition for two organization's work toward the passage of Assembly Shared Revenue Bill 245

The League of Women Voters and the Appleton Concerned Taxpayers received recognition.

[23-0925](#)

Property Revaluation Overview

City Assessor Tooke provided an overview of the city-wide Property Revaluation occurring this fall.

H. PUBLIC PARTICIPATION

There were no members signed up to speak during Public Participation.

I. PUBLIC HEARINGS

J. SPECIAL RESOLUTIONS

K. ESTABLISH ORDER OF THE DAY

[23-0907](#)

St. Joseph's Cemetery reimbursement request for maintenance of Veteran graves

Attachments: [St. Joesph Cemetery Reimbursement.pdf](#)

This Item was referred back to the Finance Committee by Alderperson Hartzheim.

[23-0901](#)

Resolution #7-R-23 - Local Government Funding Legislation Resolution Expressing Support for Wisconsin Act 12

Attachments: [#7-R-23 Local Govt Funding Legislation Support.pdf](#)
[Substituted Resolution #7-R-23.pdf](#)

Aldersperson Croatt moved, seconded by Aldersperson Alfheim, that the Resolution (as amended in Committee) be approved. Roll Call. Motion failed by the following vote:

Aye: 6 - Aldersperson Vered Meltzer, Aldersperson Israel Del Toro, Aldersperson Katie Van Zeeland, Aldersperson Denise Fenton, Aldersperson Kristin Alfheim and Aldersperson Christopher Croatt

Nay: 9 - Aldersperson William Siebers, Aldersperson Brad Firkus, Aldersperson Patrick Hayden, Aldersperson Joss Thyssen, Aldersperson Alex Schultz, Aldersperson Vaya Jones, Aldersperson Nate Wolff, Aldersperson Sheri Hartzheim and Aldersperson Chad Doran

Abstained: 1 - Mayor Jake Woodford

[23-0853](#)

Riverside Cemetery Association reimbursement request for maintenance of Veteran graves

Attachments: [Grave Reimbursement 2022-2023_1-1.pdf](#)
[Copy of Military Report 2022-2023.pdf](#)
[VETERANS JULY 2022 - JUNE 2023.pdf](#)

Aldersperson Hartzheim moved, seconded by Aldersperson Van Zeeland, that the Reimbursement request be approved. Roll Call. Motion carried by the following vote:

Aye: 15 - 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 Kristin Alfheim, Aldersperson Nate Wolff, Aldersperson Sheri Hartzheim, Aldersperson Christopher Croatt and Aldersperson Chad Doran

Abstained: 1 - Mayor Jake Woodford

L. COMMITTEE REPORTS

Balance of the action items on the agenda.

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

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

Abstained: 1 - Mayor Jake Woodford

1. MINUTES OF THE MUNICIPAL SERVICES COMMITTEE

2. MINUTES OF THE SAFETY AND LICENSING COMMITTEE

[23-0852](#)

Class "A" Beer and "Class A" Liquor-Cider Only License Change of Agent application for FKG Oil Co. d/b/a Badger MotoMart, Lynda Nabbefeld, New Agent, located at 1850 W Wisconsin Ave.

Attachments: [Lynda Nabbefeld S&L.pdf](#)

This Report Action Item was approved.

[23-0864](#)

Temporary Class "B" Beer and "Class B" Liquor License Premise Amendment application for Gregg VanDinter d/b/a Riverside Bar & Grill, located at 906 S Olde Oneida St, contingent upon approval from the Health and Inspections departments.

Attachments: [Riverside Bar & Grill S&L.pdf](#)

This Report Action Item was approved.

[23-0872](#)

Taxicab Company License Renewal Application for Dynasty Limousine Service LLC, Owner's, John and Diana Wolters, 1900 Vandenberg Ln, Kaukauna, WI 54130 contingent on approval from the Inspections department.

Attachments: [John and Diana Wolters - Dynasty Limousine Service LLC.pdf](#)

This Report Action Item was approved.

[23-0873](#)

Taxicab Company License Renewal Application for Social Station LLC, Owner, Chris Burns, W6068 Nolan Dr., contingent on approval from the Inspections department.

Attachments: [Chris Burns - Social Station LLC.pdf](#)

This Report Action Item was approved.

[23-0878](#)

Taxicab Company License Renewal Application for LIR Transportation, dba Fox Valley Cab, Owner, Igor Leykin, 719 W Frances St. contingent on approval from the Inspections department.

Attachments: [Igor Leykin - LIR Transportation LLC.pdf](#)

This Report Action Item was approved.

[23-0879](#)

Class "B" Beer and "Class B" Liquor License Temporary Premise Amendment application for Spats Food and Spirit LLC d/b/a Spats Food and Spirits, Nicholas Kapheim, Agent, located at 733 W College Ave, on August 3-6, 2023 for Mile of Music, contingent upon approval from the Finance and Health departments.

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

This Report Action Item was approved.

[23-0884](#)

Class "B" Beer and "Class C" Wine application for Dairyland Brewing Co LLC d/b/a Dairyland Brew Pub, Dorri Schmidt, Agent, located at 1216 E Wisconsin Ave, contingent upon approval from Finance, Fire, Health and Inspections departments.

Attachments: [Dairyland Brew Pub.pdf](#)

This Report Action Item was approved.

[23-0900](#)

Class "B" Beer and "Class C" Wine License Permanent Premise Amendment application for All Tied Up Floral Cafe LLC d/b/a All Tied Up Floral Cafe, Aaron Phillipson, Agent, located at 324 E College Ave, contingent upon approval from all departments.

Attachments: [All Tied Up Floral Cafe S&L.pdf](#)

This Report Action Item was approved.

[23-0908](#)

Mobile Home Park License Application for Fox Valley Estates, Moore Enterprises, Inc., located at 106 Primrose Lane, contingent on approval from the Police, Inspections, Community Development and Finance departments.

Attachments: [Fox Valley Estates.pdf](#)

This Report Action Item was approved.

[23-0917](#)

Class "B" Beer and "Class C" Wine License Change of Agent application for Wild River Cafe LLC d/b/a Wild River Cafe, Hanna Lonsway, New Agent, located at 425 W Water St Suite 100, contingent upon approval from the Police Department.

Attachments: [Hanna Lonsway S&L.pdf](#)

This Report Action Item was approved.

3. MINUTES OF THE CITY PLAN COMMISSION

[23-0877](#)

Request to approve the Southpoint Commerce Park Plat No. 4 Preliminary Plat as shown on the attached maps and subject to the conditions in the attached staff report (Associated with File #23-0904)

Attachments: [StaffReport_SouthpointCommerceParkPlat4_PreliminaryPlat_For7-26-23.pdf](#)

This Report Action Item was approved.

[23-0904](#)

Resolution #8-R-23 Creating Appleton Conservancy Park (Taken up under Consolidated Action Items)

Attachments: [#8-R-23 Appleton Conservancy Park Resolution .pdf](#)

This Report Action Item was approved.

4. MINUTES OF THE PARKS AND RECREATION COMMITTEE

[23-0903](#)

Resolution #8-R-23 Creating Appleton Conservancy Park (Taken up under Consolidated Action Items)

Attachments: [#8-R-23 Appleton Conservancy Park Resolution .pdf](#)

This Report Action Item was approved.

5. MINUTES OF THE FINANCE COMMITTEE

[23-0919](#)

Request to award Unit DD-23 Repair and Maintenance for Green, Red, and Yellow Parking Ramps to Restoration Systems, Inc. in the amount of \$689,825 with a 1.5% contingency of \$10,175 for a project total not to exceed \$700,000

Attachments: [DD-23 Contract Award Form and Bid Tabs.pdf](#)

This Report Action Item was approved.

[23-0896](#)

Request to award the City of Appleton's 2023 MSB CEA Shop HVAC Replacement Project contract to Southport Engineered Systems in the amount of \$664,550 with an 8% contingency of \$53,164 for a project total not to exceed \$717,714.

Attachments: [2023 AWWTP MSB Shop HVAC Replacement Project.pdf](#)

This Report Action Item was approved.

6. MINUTES OF THE COMMUNITY AND ECONOMIC DEVELOPMENT COMMITTEE

[23-0882](#)

Request to approve a variance to the Deed Restrictions and Covenants to allow for an approximately 3,120 square foot truck maintenance facility on the approximately 16 acres of the approximately total 30 acres under contract for Lot 26 (Tax Id #31-9-5712-26), Lot 27 (Tax Id #31-9-5712-27), Lot 28 (Tax Id #31-9-5712-28) and Lot 29 (Tax Id #31-9-5712-29) Southpoint Commerce Park Plat No. 3 and Tax Id #31-9-5712-00 for Hayden Properties, LLC (an entity of F Street Development)

Attachments: [Hayden Properties LLC Variance Request Memo 7-26-23.pdf](#)
[Variance Request Email From F Street 7-13-23.pdf](#)
[C1.0 SITE PLAN \(R3-FP\)_Hayden Properties Request.pdf](#)
[C1.1 OVERALL SITE PLAN \(R3-FP\)_Hayden Properties Request.pdf](#)
[SPCP Deed Restrictions.pdf](#)
[F Street Subject Area Map.pdf](#)

This Report Action Item was approved.

[23-0883](#)

Request to amend the Development Agreement with 318 College Ave LLC to extend the completion date for a period of an additional six (6) months for improvements and redevelopment of the property located at 318 W. College Avenue (the Park Central Property) in Tax Increment Financing District No. 11

Attachments: [318 College Ave LLC DA Extension Memo 7-26-23.pdf](#)
[Request from 318 College Ave LLC to Amend DA 7-18-23.pdf](#)
[Park Central - Dev Agr 1st Amendment RECORDED.pdf](#)
[Park Central - Dev Agrm - RECORDED.pdf](#)

This Report Action Item was approved.

[23-0905](#)

Resolution #8-R-23 Creating Appleton Conservancy Park
(Taken up under Consolidated Action Items)

Attachments: [#8-R-23 Appleton Conservancy Park Resolution .pdf](#)

This Report Action Item was approved.

7. MINUTES OF THE UTILITIES COMMITTEE

[23-0895](#)

Amend 2023A Stormwater Management Plan Review contract with Brown and Caldwell by an increase of \$20,000 for a total contract amount not to exceed \$55,000.

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

This Report Action Item was approved.

[23-0910](#)

Adopt the Proposed Revised Reid Golf Course and Appleton Memorial Park Stormwater Utility Agreements for Stormwater Ponds.

Attachments: [DPW AMP and Reid Stormwater Pond Utility Agreements.pdf](#)

This Report Action Item was approved.

[23-0911](#)

Award Contract to Fiberglass Solutions, Inc. for Hypochlorite Fiberglass Reinforced Plastic Tank Relining Services in the amount of \$24,262 plus a 15% contingency of \$3,639 for a total not to exceed of \$27,901.

Attachments: [230720 UC Memo FiberglassTank RelineContractAward \(003\).pdf](#)

This Report Action Item was approved.

8. MINUTES OF THE HUMAN RESOURCES & INFORMATION TECHNOLOGY COMMITTEE

[23-0915](#)

Recommendation to Award Website CMS to Revize.

Attachments: [2023 Recommendation to Award Website CMS to Revize.pdf](#)
[Revize Website Proposal for the City of Appleton WI 04282023.pdf](#)
[2023 Appleton Website RFP.pdf](#)

This Report Action Item was approved.

9. MINUTES OF THE FOX CITIES TRANSIT COMMISSION

10. MINUTES OF THE BOARD OF HEALTH

M. CONSOLIDATED ACTION ITEMS

[23-0922](#)

Consolidated Action Items: Appleton Conservancy Park Resolution #8-R-23

23-0903 Parks & Recreation Committee

23-0904 City Plan Commission

23-0905 Community & Economic Development Committee

Aldersperson Fenton moved, seconded by Aldersperson Van Zeeland, that the Consolidated Action Items related to Resolution #8-R-23 be approved. Roll Call. Motion carried by the following vote:

Aye: 15 - 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 Kristin Alfheim, Aldersperson Nate Wolff, Aldersperson Sheri Hartzheim, Aldersperson Christopher Croatt and Aldersperson Chad Doran

Abstained: 1 - Mayor Jake Woodford

N. ITEMS HELD

O. ORDINANCES

P. LICENSE APPLICATIONS AND COMMUNICATIONS REFERRED TO COMMITTEES OF JURISDICTION

Q. RESOLUTIONS SUBMITTED BY ALDERPERSONS REFERRED TO COMMITTEES OF JURISDICTION

R. OTHER COUNCIL BUSINESS

S. ADJOURN

Aldersperson Hartzheim moved, seconded by Aldersperson Van Zeeland, that the meeting be adjourned at 8:02 p.m. Roll Call. Motion carried by the following vote:

Aye: 15 - 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 Kristin Alfheim, Aldersperson Nate Wolff, Aldersperson Sheri Hartzheim, Aldersperson Christopher Croatt and Aldersperson Chad Doran


Abstained: 1 - Mayor Jake Woodford

Kami Lynch, City Clerk



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

OFFICE OF THE MAYOR
Jacob A. Woodford
100 North Appleton Street
Appleton, Wisconsin 54911-4799
Phone: (920) 832-6400
Email: Mayor@Appleton.org

TO: Members of the Common Council
FROM: Mayor Jacob A. Woodford 
DATE: August 8, 2023
RE: Confirmation of New Appointments

It is with pleasure that I present the following recommendations for your confirmation at the August 16, 2023, Common Council meeting.

BOARD OF REVIEW – Alternate Appointment

Vered Meltzer, Alderperson

Term Ends November 2023

BOARD OF REVIEW – New Appointment

Tim Smith

Term Ends April 2024

Tim Smith is a lifelong resident of northeast Wisconsin having grown up on a dairy farm north of Freedom. Tim graduated from Freedom High School and the University of Wisconsin-Madison. He is a former City of Appleton Assessor with many years of experience assessing property values in accordance with Wisconsin Statute until his retirement in 2022.



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

DEPARTMENT OF PUBLIC WORKS

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

To: Municipal Services Committee
From: Danielle Block, Director of Public Works
Date: July 19, 2023
Re: Request from Colleen Vanden Heuvel at 1007 N. Badger Avenue for a Terrace Occupancy Permit to keep an existing 4' fence, lilacs, landscaping stone and pavers in the street terrace along W. Commercial Street

The resident at 1007 N. Badger Avenue has requested a Terrace Occupancy Permit to allow for an existing private 4' fence, lilacs, landscaping stone and pavers to remain in the right-of-way/street terrace. See the attached photo.

The recently updated City Street Terrace Policy allows request to be made for consideration by the Municipal Services Committee and Common Council. Any approved Terrace Occupancy Permit requires insurance or waiver and payment of an annual terrace occupancy permit fee, which is valid until December 31 of the year it is issued.

Staff has concerns regarding the height of the fence and the size of the lilacs. These items are within the vision triangle of the intersection of N Linwood Avenue and W Commercial Street and exceed 3 feet in height. Further the types of items fall under the unacceptable uses of street terraces – fencing and hedges/woody plantings.

Included for your review is the Street Terrace Policy, aerial photograph, existing photograph at the property and Google maps image.

Aerial parcel map.



1007 N. Badger Ave – looking east @ N. Linwood Ave. and W. Commercial Street – Homeowner recent adjustments to limit objects within the right of way.



2018 Google Maps image looking West along W. Commercial Ave.





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

DEPARTMENT OF PUBLIC WORKS

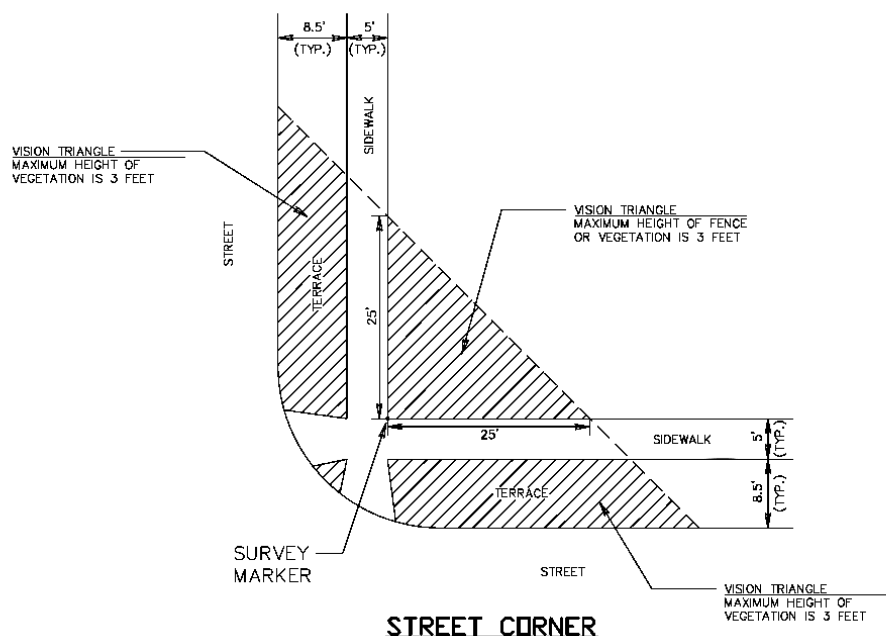
Engineering Division
100 North Appleton Street
Appleton, WI 54911
TEL (920) 832-6474
FAX (920) 832-6489

Adopted November 2, 2022

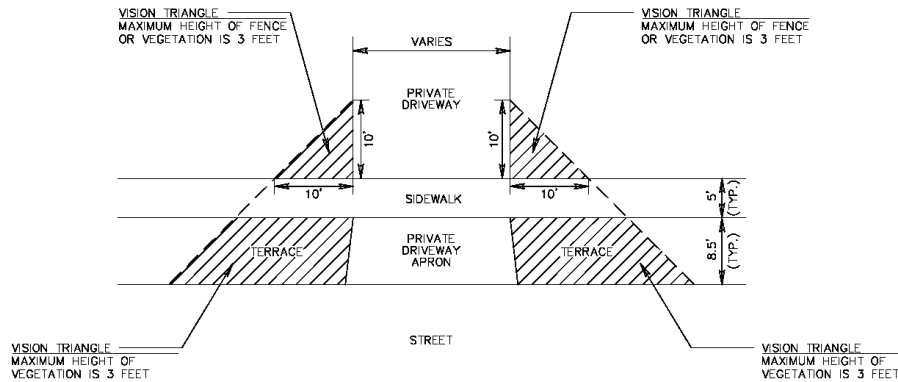
CITY OF APPLETON STREET TERRACE POLICY

The City of Appleton will not be responsible for repairing or replacing any part of privately owned improvements placed in the street right-of-way.

- A. Any use of the street terraces shall be contingent upon the following:
1. Compliant with Weed Control Ordinance, weeds and grass must **not** exceed 8 inches in height.
 2. Ground elevation flush with sidewalk. No elevated planting beds are permitted.
 3. Any private plantings or mulch in the terrace shall be fully confined within the terrace area without the aid of structural supports or fencing. Under no circumstance shall any plant encroach over a sidewalk, curb or roadway shoulder.
 4. All private plantings shall comply with City required intersection and private sight distance requirements as detailed in §23-50 (g) Vision Corner (1) Street Corner and (2) Private Driveway. In order to provide a clear view at intersection for all users of the traveled way, an area within each intersection shall be kept clear of any plant over 36-inches in height.
 - a. The vision corner is described as the triangular area enclosed by a straight line connecting a point on each street right-of-way line, which point is twenty-five feet from the intersection of the right-of-way lines.



- b. The vision corner is described as the triangular area enclosed by a straight line connecting the point ten feet from the intersection of the street right of way and private driveway.



PRIVATE DRIVEWAY

5. Street Parking:
 - a. For roadways with designated on-street parking, plantings shall **not** be placed within two feet of the back of the curb or edge of shoulder.
 - b. For roadways with permitted parking, plantings within two feet of the back of curb or edge of shoulder shall not exceed 8 inches in height.
 - c. For roadways with prohibited parking at all times, plantings shall not exceed 36-inches in height.
6. The owner accepts full responsibility for the care and maintenance of the plantings and understands that planting in the terrace are made at their own risk and that they may be removed at any time, and for any reason, by the City without compensation. The owner seeking to place permissible plantings in the terrace is responsible for contacting Diggers Hotline to identify and mark any underground utilities prior to digging within the right-of-way.
7. Refuse and recycling containers along with any other items placed in the terrace area for City pickup (including large items, fall leaf storage) shall be placed at least 3-feet away from any terrace plantings.
8. All private plantings shall be cut down to ground level and removed from the terrace prior to October 5th, to accommodate the City's fall leaf collection process.

B. The following conditions **ARE** acceptable uses of street terraces under City Policy and Code, **NO** permit required:

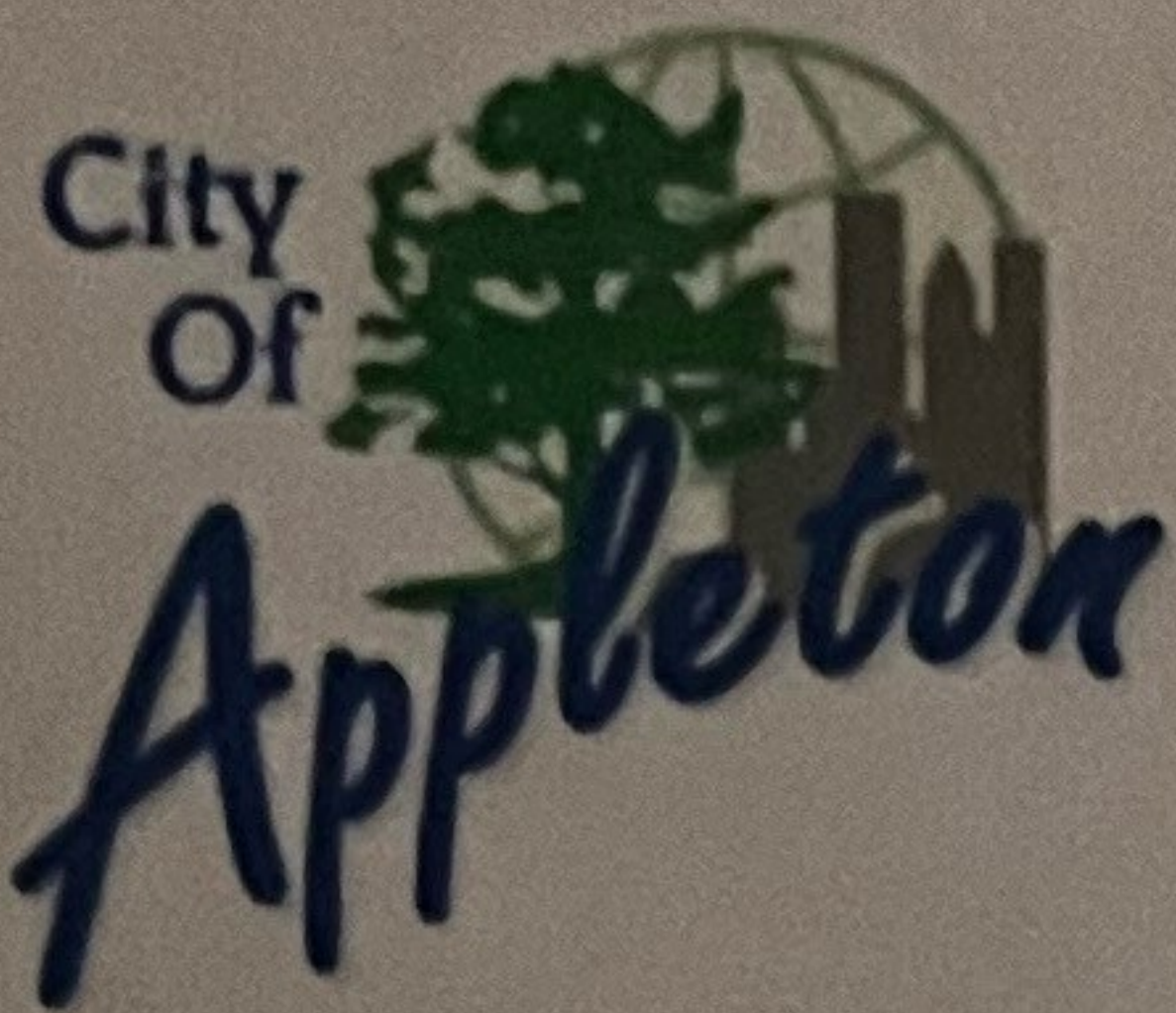
1. Mowed turf grass.
2. Public trees.
3. Private plants under 3-feet in height, which would meet sight distance requirements listed in item A.4. above.
4. Home gardens under 3-feet in height, which include flower and vegetable gardens, which would meet sight distance requirements listed in item A.4. above.
5. Mulch.

- C. The following **ARE NOT** acceptable uses of street terraces **unless a terrace occupancy permit request is approved** by the Municipal Services Committee and Common Council.

Unacceptable uses include, but are not limited to, the following:

1. Private plants in excess of 3-feet in height.
2. Hedges or woody plantings.
3. Traffic hazards such as rocks, railroad ties, fencing, etc.
4. Loose stone or sand surfaces.
5. Non-native or invasive species of vegetation with the exception of flower and vegetable gardens.
6. Private trees.
7. Plants within 3-feet of a fire hydrant or other City/private utility surface infrastructure.
8. Private pavement including, but not limited to, asphalt, brick, flag stone or concrete.

All Council approved terrace occupancy permits require a certificate of insurance and payment of a \$40 annual terrace occupancy permit fee, which shall be valid until December 31st of the year of it is issued. In addition to any exceptions granted under the permit, all other conditions listed in this policy shall remain in effect.



PERMIT TO OCCUPY THE PUBLIC RIGHT-OF-WAY

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

Rev. 04-10-15

Applicant Information

Name (print): Colleen Vanden Heuvel Company: My Little People Daycare
 Address: 1007 N. Badger Ave Telephone: 920-205-9411 FAX: _____
Appleton, WI 54914 e-mail: cva.bva.a@yahoo.com
 Applicant Signature: Colleen Vanden Heuvel Date: _____

Occupancy Information

General Description: Commercial St the back of my house
 Street Address: _____ Tax Key No.: _____
 - or -
 Street: _____ From: _____ To: _____
 Multiple Streets: _____

(Department use only)

Occupancy Type

Sub-Type

Location

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

Additional Requirements

Plan/Sketch Certificate of Insurance Bond
 Other: _____

Traffic Control Requirements

N/A

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

Type of Street:

Proposed Traffic Control:

<input type="checkbox"/> Arterial/CBD	<input type="checkbox"/> City Manual Page(s)
<input type="checkbox"/> Collector	<input type="checkbox"/> State Manual Page(s)
<input type="checkbox"/> Local	<input type="checkbox"/> Other (attach plan)

Approved by: _____ Date: _____

This permit approval is subject to the following conditions:

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

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

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

APPROVED BY: _____

(Department of Public Works)

DATE: _____

Insurance and Bond Coverage:

Insurance Carrier: Foremost

Insurance Agent Name and Phone Number: Wendy Diedrich 920-733-7331

Policy Number: 500006369000

Policy Period: 7/5/2023 - 7/5/2024

* Bond Carrier: _____

* Bond Agent Name and Phone Number: _____

* Bond Number: _____

* Bond Period: _____

I confirm that I have the authority to sign and certify the information contained herein as the permittee/licensee or duly authorized representative of the entity obtaining this permit/license. I have reviewed and understand the insurance and bonding requirements of the City of Appleton. I hereby certify that I, or the company I represent have insurance and a bond in the amounts required to obtain this permit/license. I have named the City of Appleton as an additional insured for purposes of this permit/license and have provided the name of my insurance and bond carriers, the policy numbers and policy periods above. Further, I agree to maintain appropriate insurance coverage for the duration of this permit/license and to indemnify against any and all liability, loss, damage and expenses and costs including attorneys' fees arising out of the activities performed as described herein, caused in whole or in part by any negligent act or omission of the applicant, anyone directly or indirectly employed by any of them, which may arise from the use of city right of way or property under this permit or license.

I certify that this application, and all information and documentation provided therein, is true and accurate.

Company Name: _____

Print Name: _____

Signature: _____

Date: _____

* Bonds are required for the following types of work only:

- Plumbing in the public right-of-way: \$5,000.00 Permit Bond (Code Section 4-265)
- Demolition of Buildings: \$5,000.00 Permit Bond (Code Section 4-188(a)(2))
- Sewer lateral sealing in the public right-of-way: \$5,000.00 Permit Bond (Code Section 4-188(c))
- Moving of Buildings: \$5,000.00 Permit Bond (Code Section 4-207(5))
- Cement Finisher's License: \$5,000.00 License Bond (Municipal Code Section 9-33)
- Excavation or place facilities in the public right-of-way: \$5,000.00 Permit Bond (Code Section 16-110)

N Linwood Av
w Commercial St 1700

STOP

SPEED
LIMIT
25

END
SCHOOL
ZONE



N Linwood AV 1000







Linwood

STOP

2

2 HR
PARKING
ON SCHOOL DAYS
7:00 AM TO 4:00 PM

Linwood Ave

STOP



Appleton Police Department

INTEROFFICE MEMORANDUM



Date: August 2, 2023
To: Municipal Services Committee
From: Chief Polly Olson
RE: Revision of parking signage – Action Item

We are requesting a modification to the parking restrictions in the downtown business area; in particular, the southside of the 400 and 500 block of W. College Avenue.

There are multiple issues that exist with the current parking arrangement. One is that there is currently nowhere for vehicles to easily pick up or drop off people. As a result, ride-share companies (i.e., Uber, Lyft, taxi cabs) stop in a lane of traffic for their customers. This occurs on both sides of the street, often causing intoxicated patrons to cross the street, mid-block, through traffic to get to or from their ride. Additionally, food trucks park on the south side of College Avenue. This causes larger groups of people to line the sidewalk to obtain their late-night snacks. These food trucks, in addition to the food carts, cause congestion on the sidewalk and have caused a delay in officers' response to ongoing disturbances and physical fights. It also causes visual obstructions, hindering officers' ability to observe active or brewing disputes.

The recommendation is to designate the south side of the 400 and 500 block of W. College Avenue as a passenger loading and unloading area with a 15-minute time limit (like the north side of the 400 block of W. College Ave.). This restriction would take place from 11:00pm – 5:00am. Current passenger loading zones on College Avenue are not sufficient to safely meet the demands at peak times.

We believe the added parking restrictions will help address the safety concerns outlined above, as well as allow a convenient, safe location for patrons to be dropped off or picked up by the various ride share program or other private transportation options.

Chief Polly Olson

Interoffice Memorandum



July 27, 2023

Appleton Policy Department

Appleton Municipal Service Committee

Appleton Public Works

As representatives of the Downtown Hospitality Committee, we are unable to attend the Municipal Services committee meeting on Monday, August 7th and ask that this letter of comment be shared at the meeting.

The Hospitality Committee met and discussed the proposal for a parking adjustment after 10pm to the 400 and 500 W. block of College Ave on the south side of the street. In general, the committee was agreeable to the change and supports the intent to improve safety. We would like to request that the provision be active only Thursday, Friday and Saturday nights with an assessment review scheduled after 6 months. Captain Gary Lewis attended the meeting and shared the perspective from the department and helped facilitate the discussion.

With the majority of the concerns concentrated on the weekend, the business owners would like to see normal parking access throughout the week Sunday through Wednesday and submit this amendment for your consideration.

Thank you for the opportunity to share our input and request.

Sincerely,



Jennifer Stephany
Executive Director
Appleton Downtown Inc.



Brent Mack
Hospitality Committee Chair
Appleton Downtown Inc.



Appleton Police Department

Compassion. Integrity. Courage.

222 South Walnut Street

(920) 832 - 5500



Appleton, WI 54911 - 5899

Fax (920) 832-5553

<http://www.appleton.org/police>

July 20th, 2023

Dear Business Owner:

I write to inform you of a recommendation for a modification to the parking restrictions in the downtown business area; in particular, the southside of the 400 and 500 block of W. College Avenue.

There are multiple issues that exist with the current parking arrangement. One is that there is currently nowhere for vehicles to easily pick up or drop of people. As a result, ride-share companies (i.e., Uber, Lyft, taxi cabs) stop in a lane of traffic for their customers. This occurs on both sides of the street, often causing intoxicated patrons to cross the street, mid-block, through traffic to get to or from their ride. Additionally, food trucks park on the south side of College Avenue. This causes larger groups of people to line the sidewalk to obtain their late-night snacks. These food trucks, in addition to the food carts, cause congestion on the sidewalk and have caused a delay in officers' response to ongoing disturbances and physical fights. It also causes visual obstructions, hindering officers' ability to observe active or brewing disputes.

The recommendation is to designate the south side of the 400 and 500 block of W. College Avenue as a passenger loading and unloading area with a 15-minute time limit (like the north side of the 400 block of W. College Ave.). This restriction would take place from 11:00pm – 5:00am. Current passenger loading zones on College Avenue are not sufficient to safely meet the demands at peak times.

We believe the added parking restrictions will help address the safety concerns outlined above, as well as allow a convenient, safe location for patrons to be dropped off or picked up by the various ride share program or other private transportation options.

This modification request will be on the agenda for the next Municipal Services Committee meeting on August 7th, 2023, at 4:30pm.

Chief Polly Olson



PERMIT TO OCCUPY THE PUBLIC RIGHT-OF-WAY

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

Rev. 04-10-15

Applicant Information

Name (print): CHRISTOPHER NEUS Company: OB'S BRAU HAUS / NMC LLC Address: 523 W COLLEGE AVE Telephone: (920) 903-0245 FAX: N/A Applicant Signature: Date: 7/26/23

Occupancy Information

General Description: PICNIC TABLES (WOODEN) w/ ATTACHED BENCH SEATING Street Address: 523/525 W COLLEGE AVE Tax Key No.: Street: From: To: Multiple Streets:

(Department use only)

Table with columns: Occupancy Type, Sub-Type, Location. Includes checkboxes for Permanent, Temporary, Amenity/Annual, Blanket/Annual, Block Party, Sandwich Board, Tables/Chairs, Dumpster, POD/Container, Obstruction/Other, Sidewalk, Terrace, Roadway.

Additional Requirements

Plan/Sketch Certificate of Insurance Bond Other:

Traffic Control Requirements

Type of Street: Arterial/CBD, Collector, Local Proposed Traffic Control: City Manual, State Manual, Other (attach plan) Contact Traffic Division (832-2379) 1 business day prior to any lane closure, or 2 business days prior to a full road closure. Additional Requirements:

This permit approval is subject to the following conditions:

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

This permit is issued to the applicant upon payment of the permit fee and is expressly limited to the location and type described herein. The applicant, in exchange for receiving this permit, warrants that all street occupancies will be performed in conformity to City ordinances, standards and policies, be properly barricaded and lighted, and be performed in a safe manner.

The Grantee shall guarantee at their expense, the repair or replacement of pavement, sidewalk and any other facilities within the public right-of-way damaged or destroyed by the Grantee or any sub-contractor working for them.

APPROVED BY: DATE: (Department of Public Works)

Insurance and Bond Coverage:

Insurance Carrier: BADGER mutual

Insurance Agent Name and Phone Number: QUINCY J THIEL Insurance (920) 789-6241

Policy Number: 04767-69770

Policy Period: 6 9/1/22 - 9/1/23

* Bond Carrier: _____

* Bond Agent Name and Phone Number: _____

* Bond Number: _____

* Bond Period: _____

I confirm that I have the authority to sign and certify the information contained herein as the permittee/licensee or duly authorized representative of the entity obtaining this permit/license. I have reviewed and understand the insurance and bonding requirements of the City of Appleton. I hereby certify that I, or the company I represent have insurance and a bond in the amounts required to obtain this permit/license. I have named the City of Appleton as an additional insured for purposes of this permit/license and have provided the name of my insurance and bond carriers, the policy numbers and policy periods above. Further, I agree to maintain appropriate insurance coverage for the duration of this permit/license and to indemnify against any and all liability, loss, damage and expenses and costs including attorneys' fees arising out of the activities performed as described herein, caused in whole or in part by any negligent act or omission of the applicant, anyone directly or indirectly employed by any of them, which may arise from the use of city right of way or property under this permit or license.

I certify that this application, and all information and documentation provided therein, is true and accurate.

Company Name: NAC LLC

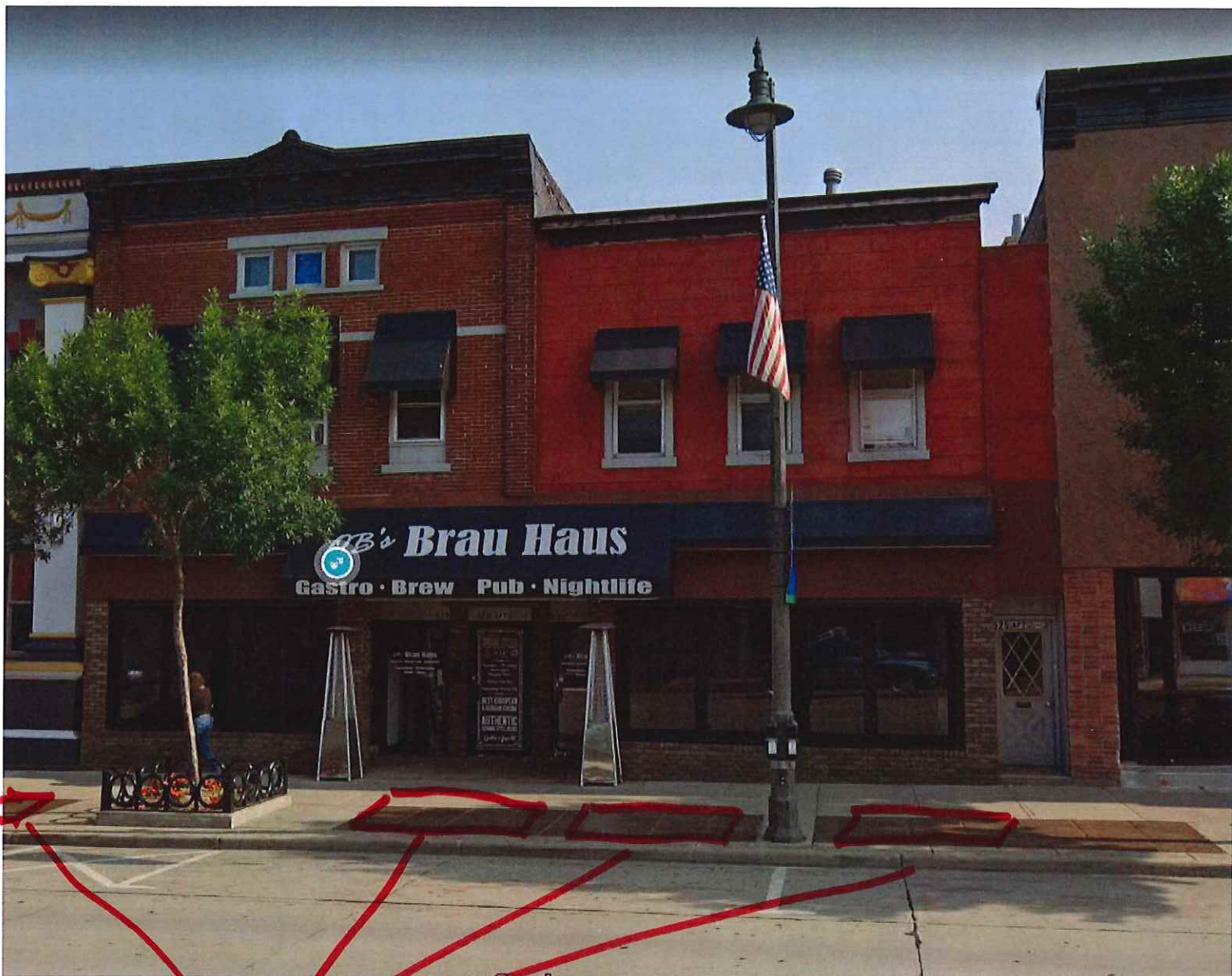
Print Name: CHRISTOPHER A NEEL

Signature: 

Date: 7/18/23

* Bonds are required for the following types of work only:

- Plumbing in the public right-of-way: \$5,000.00 Permit Bond (Code Section 4-265)
- Demolition of Buildings: \$5,000.00 Permit Bond (Code Section 4-188(a)(2))
- Sewer lateral sealing in the public right-of-way: \$5,000.00 Permit Bond (Code Section 4-188(c))
- Moving of Buildings: \$5,000.00 Permit Bond (Code Section 4-207(5))
- Cement Finisher's License: \$5,000.00 License Bond (Municipal Code Section 9-33)
- Excavation or place facilities in the public right-of-way: \$5,000.00 Permit Bond (Code Section 16-110)



FOUR TOTAL
PICNIC TABLES w/ ATTACHED SEATING



PERMIT TO OCCUPY THE PUBLIC RIGHT-OF-WAY

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

Rev. 04-10-15

Applicant Information

Name (print): _____ Company: _____
 Address: _____ Telephone: _____ FAX: _____
 _____ e-mail: _____
Applicant Signature: _____ **Date:** _____

Occupancy Information

General Description: _____

 Street Address: _____ Tax Key No.: _____
 - or -
 Street: _____ From: _____ To: _____
 Multiple Streets: _____

(Department use only)

Occupancy Type

- Permanent (\$40)
- Temporary - max. 35 days (\$40)
- Amenity/Annual (\$40)
- Blanket/Annual (\$250)
- Block Party (\$15)

Sub-Type

- Sandwich Board
- Tables / Chairs
- Dumpster
- POD / Container
- Obstruction / Other

Location

- Sidewalk
- Terrace
- Roadway

Additional Requirements

- Plan/Sketch
- Certificate of Insurance
- Bond
- Other : _____

Traffic Control Requirements N/A

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

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

Additional Requirements:

Approved by: _____ **Date:** _____

This permit approval is subject to the following conditions:

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

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

APPROVED BY: _____ **DATE:** _____
 (Department of Public Works)

Insurance and Bond Coverage:

Insurance Carrier: _____

Insurance Agent Name and Phone Number: _____

Policy Number: _____

Policy Period: _____

* Bond Carrier: _____

* Bond Agent Name and Phone Number: _____

* Bond Number: _____

* Bond Period: _____

I confirm that I have the authority to sign and certify the information contained herein as the permittee/licensee or duly authorized representative of the entity obtaining this permit/license. I have reviewed and understand the insurance and bonding requirements of the City of Appleton. I hereby certify that I, or the company I represent have insurance and a bond in the amounts required to obtain this permit/license. I have named the City of Appleton as an additional insured for purposes of this permit/license and have provided the name of my insurance and bond carriers, the policy numbers and policy periods above. Further, I agree to maintain appropriate insurance coverage for the duration of this permit/license and to indemnify against any and all liability, loss, damage and expenses and costs including attorneys' fees arising out of the activities performed as described herein, caused in whole or in part by any negligent act or omission of the applicant, anyone directly or indirectly employed by any of them, which may arise from the use of city right of way or property under this permit or license.

I certify that this application, and all information and documentation provided therein, is true and accurate.

Company Name: _____

Print Name: _____

Signature: _____

Date: _____

** Bonds are required for the following types of work only:*

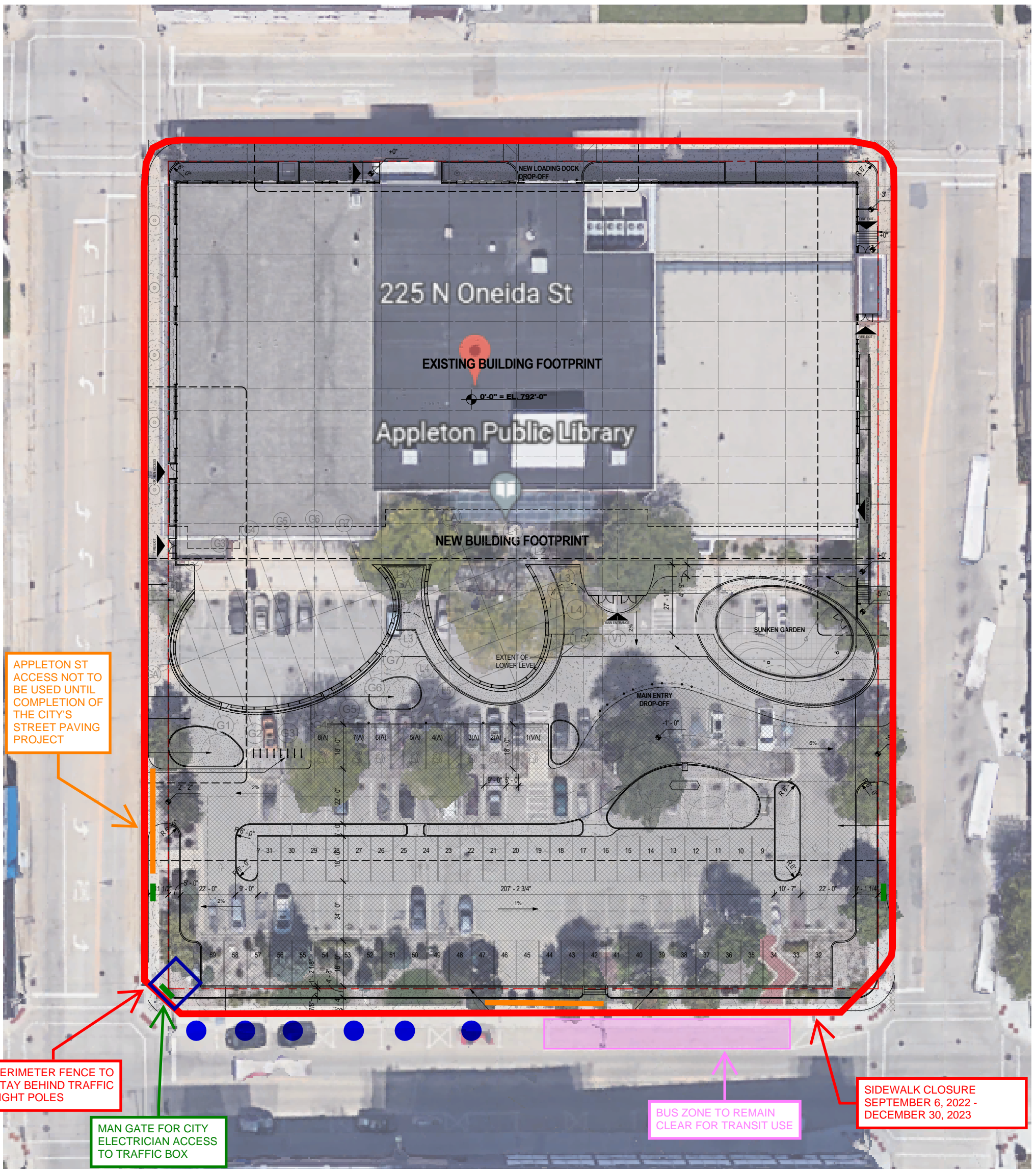
- *Plumbing in the public right-of-way: \$5,000.00 Permit Bond (Code Section 4-265)*
- *Demolition of Buildings: \$5,000.00 Permit Bond (Code Section 4-188(a)(2))*
- *Sewer lateral sealing in the public right-of-way: \$5,000.00 Permit Bond (Code Section 4-188(c))*
- *Moving of Buildings: \$5,000.00 Permit Bond (Code Section 4-207(5))*
- *Cement Finisher's License: \$5,000.00 License Bond (Municipal Code Section 9-33)*
- *Excavation or place facilities in the public right-of-way: \$5,000.00 Permit Bond (Code Section 16-110)*



Appleton Public Library - Proposed Street & Sidewalk Closure Plans

July 15, 2022

**** ALL DATES ARE TENTATIVE AND SUBJECT TO CHANGE, DURATIONS SHOULD BE CLOSE ****



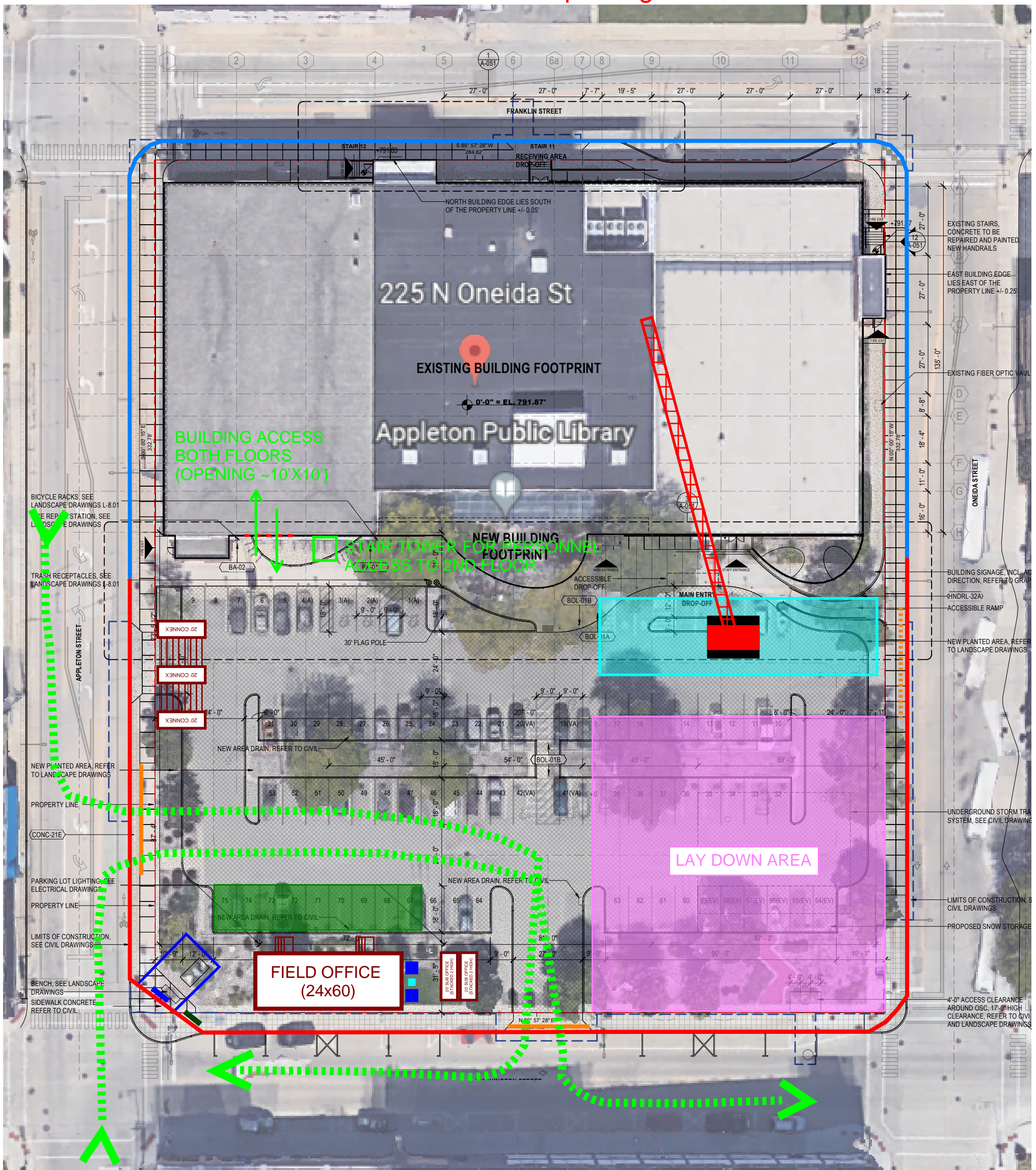
- 6' TALL PERIMETER SITE FENCE
- 30' ROLLING GATE
- 4' MAN GATE
- METERS BAGGED BY CITY OF APPLETON, NO PARKING HERE, NO PARKING SIGNAGE TBD

Appleton Public Library - Site Logistics

May 1, 2023

Phase 1

The fence will be on the back of curb to allow clearance for grubbing in between the sidewalk and existing parking lot



- - - - ACCESS ROAD
- DRIVEN POST SITE FENCE
- SITE FENCE ON JERSEY BARRIERS
- ROLLING GATE
- CITY ACCESS TO CABINET
- PERSONNEL GATE
- FOREMAN/SUPT PARKING (WORK TRUCKS W/ TOOLS ONLY)

- CRANE PAD
- PORTA JOHN
- HANDWASH STATION
- - - - REMOVABLE FENCE PANELS FOR EMERGENCY EXIT ONLY

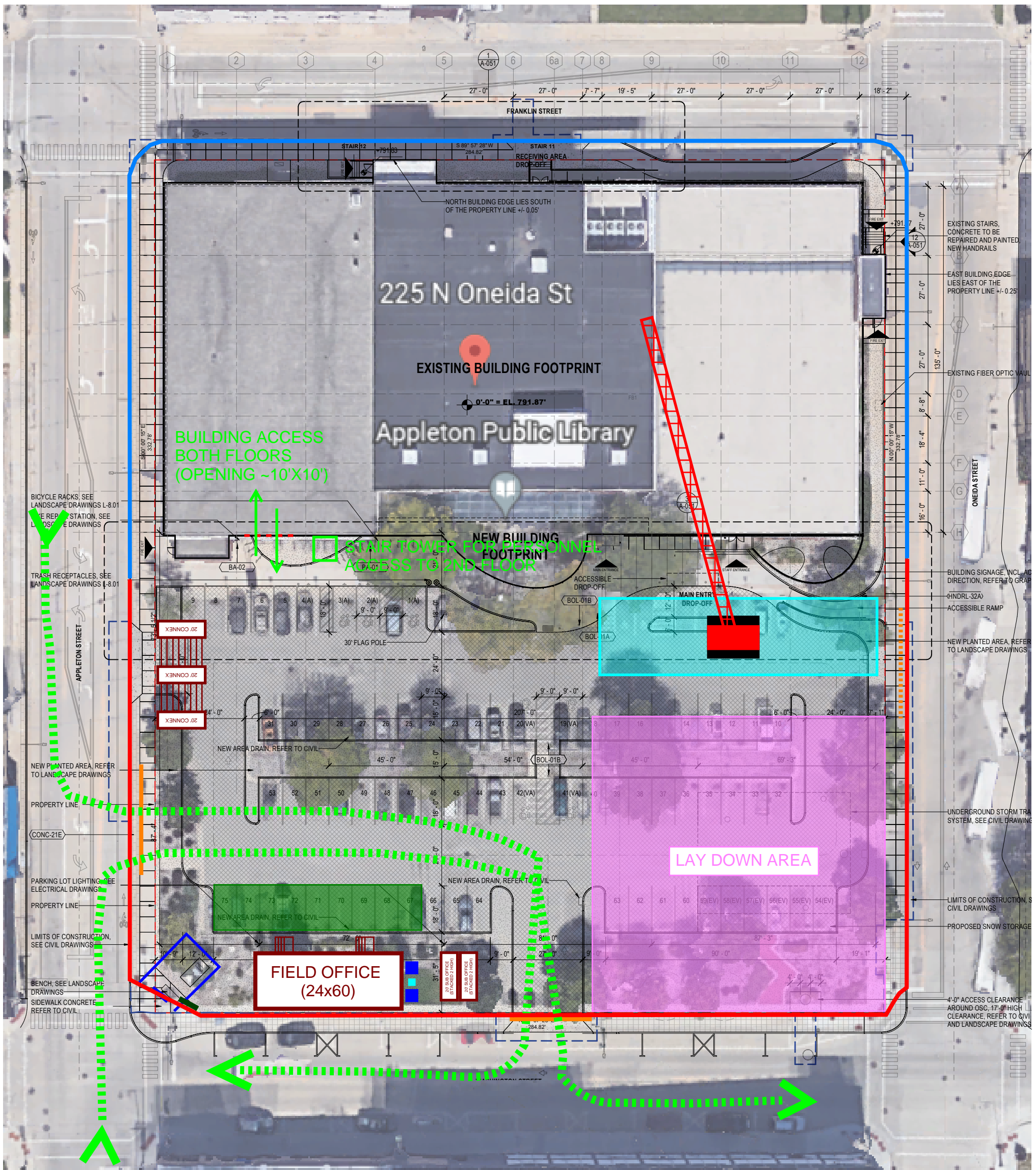
BOLDT®

Appleton Public Library - Site Logistics

May 1, 2023

Phase 2

Fence to be moved to back of sidewalk to allow pedestrian access to bus station following the grubbing of the existing landscaping from phase 1



- ACCESS ROAD
- DRIVEN POST SITE FENCE
- SITE FENCE ON JERSEY BARRIERS
- ROLLING GATE
- CITY ACCESS TO CABINET
- PERSONNEL GATE
- FOREMAN/SUPT PARKING (WORK TRUCKS W/ TOOLS ONLY)

- CRANE PAD
- PORTA JOHN
- HANDWASH STATION
- - - - REMOVABLE FENCE PANELS FOR EMERGENCY EXIT ONLY

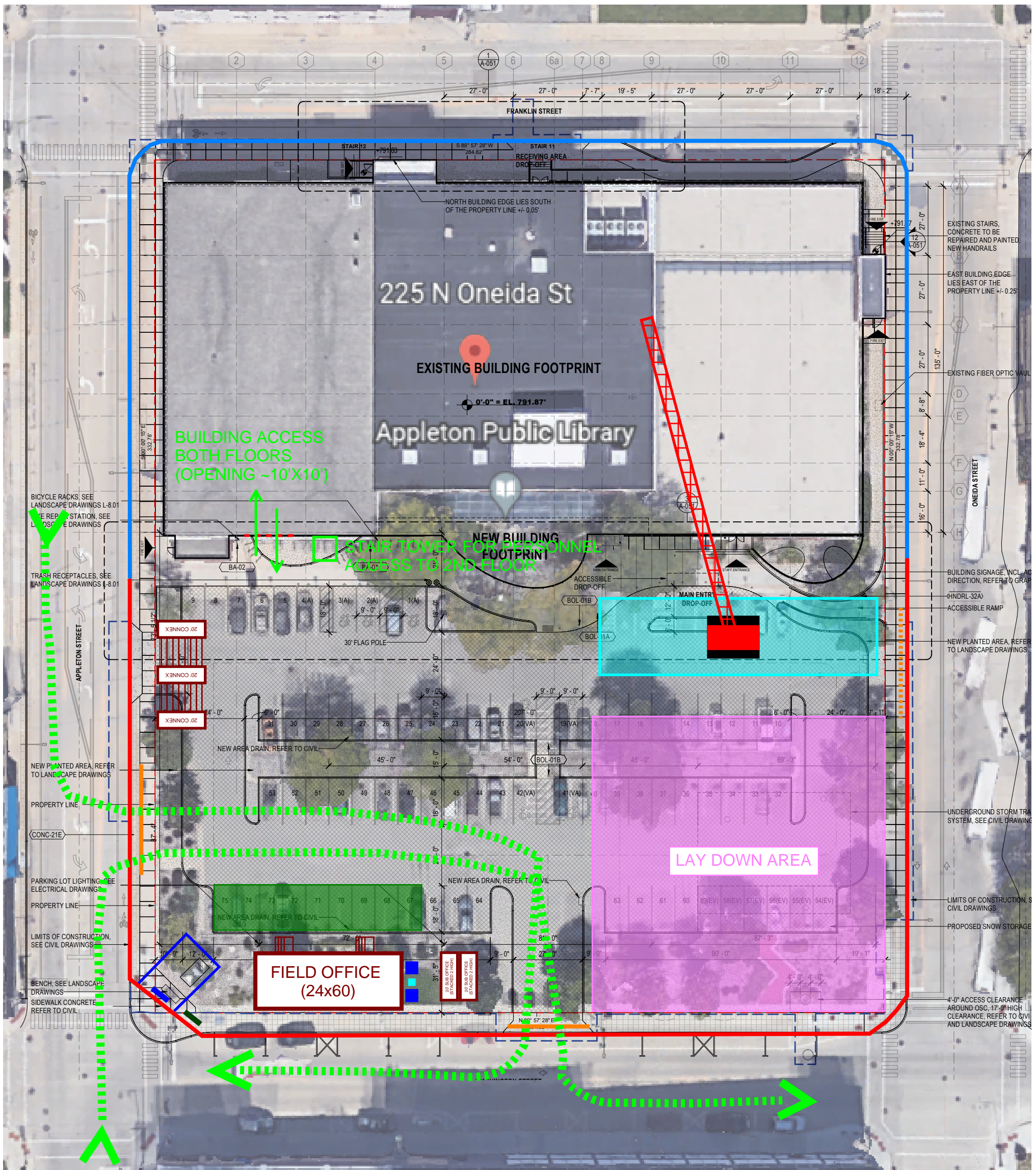
BOLDT®

Appleton Public Library - Site Logistics

May 1, 2023

Phase 3

Fence to be moved to front of curb to allow clearance for work of new curb & gutter and new sidewalks



- - - - ACCESS ROAD
- DRIVEN POST SITE FENCE
- SITE FENCE ON JERSEY BARRIERS
- ROLLING GATE
- CITY ACCESS TO CABINET
- PERSONNEL GATE
- FOREMAN/SUPT PARKING (WORK TRUCKS W/ TOOLS ONLY)

- CRANE PAD
- PORTA JOHN
- HANDWASH STATION
- - - - REMOVABLE FENCE PANELS FOR EMERGENCY EXIT ONLY

BOLDT®

CONTINUATION CERTIFICATE

To be attached to and form a part of bond number 929599813 issued by, Western Surety Company, on behalf The Boldt Company as Principal

in favor of the City of Appleton, as Obligee

The Surety hereby certifies that this Bond is continued in full force and effect until December 10, 2023, subject to all covenant and conditions of said Bond.

Said Bond has been continued in force upon the express conditions that the full extent of the Surety's liability under said Bond, and this and all continuations thereof, for any loss or series of losses occurring during the entire time the Surety remains on said Bond, shall in no event, either individually or in the aggregate, exceed the penal sum of the Bond.

The Surety may cancel this bond at any time by filing with the Obligee thirty (30) days written notice of its desire to be relieved of liability. The Surety shall not be discharged from any liability already accrued under this bond, or which shall accrue hereunder before the expiration of the thirty day period.

Signed and Sealed this 8th day of November, 2022.

Western Surety Company

By: 
Heather R. Goedel, Attorney-in-Fact

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Nicole Langer, Laurie Pflug, Brian D. Carpenter, Jessica Hoff, Craig Olmstead, Trisha Kasper, Blake S. Bohlig, Heather R. Goedtel, Kelly Nicole Enghauser, Megan Nicole Scott, Michelle Halter, Individually

of Bloomington, MN, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 14th day of February, 2022.



WESTERN SURETY COMPANY

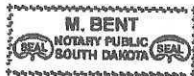
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 14th day of February, 2022, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 8th day of November, 2022



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Oblige Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

ENDORSEMENT #034

This endorsement, effective 12:01 a.m., December 31, 2022, forms a part of
 Policy No. CGD740992403 issued to THE BOLDT COMPANY by Greenwich Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED
 PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION, OTHER THAN AN ARCHITECT, ENGINEER OR SURVEYOR, WHOM YOU ARE REQUIRED TO ADD AS AN ADDITIONAL INSURED UNDER THIS POLICY UNDER A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO LOSS BUT ONLY WHEN THE CONTRACT DEMAND SPECIFIES ISO 2013 EDITION FORMS OR EQUIVALENT.	VARIOUS AS REQUIRED PER WRITTEN CONTRACT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

ENDORSEMENT #033

This endorsement, effective 12:01 a.m., December 31, 2022, forms a part of Policy No. CGD740992403 issued to THE BOLDT COMPANY by Greenwich Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION, OTHER THAN AN ARCHITECT, ENGINEER OR SURVEYOR, WHOM YOU ARE REQUIRED TO ADD AS AN ADDITIONAL INSURED UNDER THIS POLICY UNDER A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO LOSS BUT ONLY WHEN THE CONTRACT DEMAND SPECIFIES ISO 2013 EDITION FORMS OR EQUIVALENT.	VARIOUS AS REQUIRED PER WRITTEN CONTRACT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

SHARED SERVICES AND OPERATING AGREEMENT

This AGREEMENT is entered into this _____ day of _____, 2023 (the “Effective Date”) by and between the City of Appleton (“CITY”), including its fire department (“AFD”), and Gold Cross Ambulance Service, Inc. (“GOLD CROSS”) (collectively hereinafter referred to as “PARTIES”). In agreeing to partner on the provision of emergency medical services in the CITY, the PARTIES have justifiably relied on the material representations made herein.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements and covenants hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the PARTIES agree as follows:

AGREEMENT

I. Term.

This AGREEMENT is effective as of the Effective Date and shall remain in effect following the Effective Date of this AGREEMENT for a period of three (3) years, unless and until terminated earlier under the express provisions set forth herein. On or about each one-year anniversary of this AGREEMENT, parties shall evaluate their performance pursuant to this agreement, evaluate metrics established to evaluate performance and adjust those metrics upon mutual agreement.

II. Agreement to Provide Exclusive Ambulance Services.

GOLD CROSS agrees to assist AFD on its expansion of emergency response services on the condition that neither AFD nor the CITY will obtain an ambulance and begin providing patient transport services (i.e., ambulance services), or allow for an outside ambulance service, during the term of this AGREEMENT. As such, with the exception of services provided by the City, or as otherwise provided by mutual-aid agreements, automatic-aid agreements, Mutual-Aid Box Alarm System (MABAS) resources, or requests due to special circumstances, GOLD CROSS will be the primary provider of the services set forth herein provided it consistently meets minimum response time standards referenced within the National Fire Protection Association (NFPA).

The CITY shall owe GOLD CROSS no compensation for GOLD CROSS’S performance of services, provision of equipment or materials, or compliance under this Agreement. GOLD CROSS’S consideration for its performance under this Agreement shall be the right to be the primary provider of Advanced Life Support Ambulance services to all areas of the CITY subject to the terms and conditions stated herein. As billing and reimbursement is an independent GOLD CROSS business matter, GOLD CROSS may directly bill patients, guarantors, custodians and/or third-party payors of patients treated, seen, or transported as determined and as periodically modified by GOLD CROSS, without notice to or approval of the CITY.

The CITY recognizes that GOLD CROSS does provide similar services to other municipalities and as such, nothing in this AGREEMENT prohibits GOLD CROSS from entering into any other

agreement with any other entity.

The PARTIES understand that mutual aid and other agreements will exist and as such, shall provide copies of such agreements to the other party as requested.

III. Furnishing of Ambulance Services by GOLD CROSS.

- A. GOLD CROSS hereby agrees to continue furnishing all ambulance services for the CITY at staffing levels consistent with relevant statutes, including but not limited to DHS 110.50(1)(a) for Basic Life Support, DHS 110.50(d)(1 and 3) for Advanced Life Support.
- B. GOLD CROSS shall possess, maintain, and provide such vehicles, equipment, facilities and supplies; and shall hire, train and provide such personnel as are necessary to respond on a twenty-four (24) hours per day, seven (7) days per week basis.
- C. GOLD CROSS employees shall display identification that clearly displays an individual's certification/license medical care level, including those in a training/student role.

IV. Furnishing of Non-Transport Services by AFD.

- A. AFD hereby agrees to furnish non-transport EMT services for the CITY at staffing levels consistent with relevant statutes. AFD will ensure that each fire apparatus in service will be staffed by the minimum number of required EMTs.
- B. AFD shall possess, maintain, and provide such vehicles, equipment, facilities and supplies, and shall hire, train and provide such personnel as are necessary to respond on a twenty-four (24) hours per day, seven (7) days per week basis.
- C. The PARTIES anticipate that both AFD and GOLD CROSS will be dispatched to every EMS incident reported via 911 in the CITY. The first party on the scene will initiate patient care while the second party on the scene will provide assistance where appropriate in the best interest of the patient. Private calls for service directly to GOLD CROSS coded as a C, D, or E shall immediately be reported to Outagamie County Communications Center by GOLD CROSS and GOLD CROSS will request AFD to respond.
- D. AFD will assist GOLD CROSS in preparing the patient for transport and may travel with the patient in the ambulance when additional medical services are in the best interest of the patient. GOLD CROSS will ultimately decide whether it is necessary for an AFD staff member to travel in the ambulance to the hospital.

V. Vehicles and Equipment.

- A. During the term of this AGREEMENT, both PARTIES shall possess, maintain and

provide their own vehicles for provision of the services under this AGREEMENT.

1. The PARTIES shall equip, maintain, and operate all vehicles in accordance with the laws of the State of Wisconsin and the rules and regulations of the Wisconsin Department of Health Services and Wisconsin Department of Transportation.
- B. The PARTIES shall be responsible for their own vehicle maintenance and repair. This shall include all repairs, preventive maintenance, parts replacement, labor, and other actions necessary to keep the vehicles in safe and efficient operating condition.
- C. The PARTIES shall provide all emergency medical equipment and supplies necessary to perform the provisions of this AGREEMENT. The equipment and supplies shall be current in nature and maintained in accordance with standard medical practices and the laws of the State of Wisconsin and rules and regulations of the Wisconsin Department of Health Services, and the Wisconsin Department of Transportation.
- D. GOLD CROSS shall be responsible for the replenishment of the CITY'S consumable equipment and supplies with equivalent like-kind equipment and supplies at the completion of a call. Whenever practicable, GOLD CROSS shall replenish CITY equipment and supplies onsite. When equipment and supplies cannot be replenished onsite, GOLD CROSS will order like-kind equipment and supplies for replenishment on a regular basis and at no charge with the sole exception of cardiac monitor defibrillation pads should the AFD and GOLD CROSS field dissimilar cardiac monitors.

VI. Support Training and Education.

- A. GOLD CROSS will provide training and education, including ride-along opportunities, to AFD:
 1. GOLD CROSS will collaborate with AFD on training topics and GOLD CROSS will deliver the training on a mutually agreed date and time.
 2. Training will include Basic Life Support (BLS) and Advanced Life Support (ALS).
 3. Training to occur on a quarterly basis or as deemed necessary by GOLD CROSS and the AFD.

VII. Dispatch And Response Time Goals.

- A. GOLD CROSS shall maintain as a goal a response time for C, D and E coded emergency calls of eight (8) minutes and fifty-nine (59) seconds (8:59) with

response time defined as the elapsed time from the time the call is received by the CITY until the arrival of a transport ambulance and a minimum of one paramedic at the incident location.

AFD shall maintain as a goal a response time for C, D and E coded emergency calls of four (4) minutes and fifty-nine (59) seconds (4:59) with response time defined as the elapsed time from the time the call is received by the CITY until the arrival of the fire apparatus at the incident location.

- B. GOLD CROSS and AFD agree that A-Adam and B-Boy non-emergency calls shall be tracked and reported but will not be subject to the response time goals set forth in this section considering their non-emergent nature.
- C. GOLD CROSS will be responsible for planning the dispatch of ambulances through the provision of a deployment and system status management plan. GOLD CROSS shall provide to the CITY a written deployment and system status plan for the number of ambulances, their assigned locations, deployment strategies and shift schedule(s).
- D. GOLD CROSS will notify AFD on AFD Main if a transport unit's response time is expected to be greater than fifteen (15) minutes for emergency response calls (C, D and E).

VIII. Communications.

- A. The PARTIES shall possess, maintain, and provide at its sole cost such communications equipment, facilities and supplies as are deemed necessary for dispatch of their emergency response vehicles. In addition thereto, the PARTIES shall provide and maintain the following:
 - 1. Necessary communications equipment in each vehicle so as to be capable of transmitting and receiving communications on the designated police/fire talk groups. GOLD CROSS radios will be programmed to turn on upon ambulance ignition and will monitor AFD Main at all times while the ambulance is in operation within Appleton's city limits.
 - 2. GOLD CROSS will maintain multichannel radio communication capabilities enabling communications with hospitals on frequencies 155.340 and 155.400 using the appropriate private linetone codes for each hospital.
- B. All such equipment shall meet all applicable national and state standards.
- C. GOLD CROSS shall utilize a digital computer aided dispatch program to capture and record all data elements required for accurate response time performance measurement, analysis, and reporting. In addition, GOLD CROSS shall use

Automated Vehicle Location (AVL) and Global Positioning System (GPS) for real time tracking of all emergency ambulance responses.

IX. Local Medical Directors.

- A. The PARTIES each agree to select, and work under the direction of, their respective medical director.
 - 1. The medical directors' minimum involvement with the PARTIES' service under this AGREEMENT shall be a monthly medical quality control review.
 - 2. The medical directors shall collaborate with the PARTIES and each other on development and implementation of medical protocols, dispatch procedures, special event plans, public education opportunities and mass-casualty incidents (MCI) and all products will be National Incident Management (NIMS) compliant.

X. Separate Employers.

The PARTIES shall be solely responsible for maintaining adequate staffing levels to meet their obligations under the AGREEMENT. Nothing in this AGREEMENT shall be interpreted to create a joint employer relationship. The PARTIES retain exclusive control over their respective employees' terms and conditions of employment including, but not limited to, all hiring and termination decisions. The PARTIES assume exclusively the responsibility for the acts of their employees as they relate to the services to be provided during the course and scope of their employment. GOLD CROSS, its agents, officers, and employees shall not be entitled to any rights or privileges of AFD employees and shall not be considered in any manner to be AFD employees. No representations contrary to any of the above shall be made either directly or indirectly.

XI. Licenses and Laws.

The PARTIES under this AGREEMENT and throughout its term shall obtain and continue in force all licenses, permits, approvals, and authorizations necessary for the provision of emergency medical services hereunder and required by the laws and regulations of the United States, the State of Wisconsin, the County of Outagamie, the City of Appleton, and all other governmental agencies.

XII. Operational Plan and Reports.

- A. GOLD CROSS agrees and understands that an EMS Operational Plan must be prepared by the CITY and submitted by the CITY to the State of Wisconsin and thereafter approved by the Department of Health Services. GOLD CROSS and the CITY agree to cooperate in the creation of the EMS Operation Plan (and all components thereof) and the approval process. Likewise, GOLD CROSS and CITY shall cause the respective medical directors to work with each other and cooperate to provide necessary detail and input from a medical perspective.

B. GOLD CROSS and the CITY agree to provide a copy of the EMS Operational Plan, Special Event Plan, Waiver requests, and supporting documents, submitted to the State of Wisconsin for approval within ten (10) days of submission.

C. GOLD CROSS and the CITY will work together to prepare and provide a monthly joint quality improvement process to coincide with a monthly quality assurance process. Each party will provide raw data, in a format that is acceptable by the receiving party, that includes the following information shown on a per month basis:

1. Response Time Review

a. Total number of responses and transports broken down by EMD dispatching code:

- Data shall illustrate the A, B, C, D and E incidents.
- Data shall identify emergent and non-emergent response incidents.

b. 90% Fractile Response time performance:

- Data shall illustrate the A, B, C, D and E incidents.
- Data shall identify emergent and non-emergent response incidents.

c. GOLD Cross will provide AFD with additional response time data upon request. Response time data will be reviewed during a monthly continuous quality improvement meeting.

2. Patient Care Metrics

- Total number of stroke activation.
- Total number of over-triaged stroke evaluations.
- On scene time for stroke patients.
- Total number of STEMI activations.
- Total number of over-triaged STEMI evaluations.
- At patient to EKG time.
- On scene time for STEMI patients.
- Total number of trauma activation.
- On scene time for trauma patients.
- Total number of cardiac arrests.
- Total number of survivors.

3. On a quarterly basis senior leadership from GOLD CROSS AND AFD will meet to review all response times and patient care metrics and, on an annual basis, the PARTIES, including City Senior Leadership and hospital representatives, shall meet to review all response times and patient care

metrics.

XIII. Insurance.

A. Each Party shall maintain in force at all times during the performance of this AGREEMENT, insurance coverage as follows that includes:

1. Worker’s Compensation in accordance with Wisconsin Statutes.

EACH ACCIDENT	\$ 100,000
DISEASE – EA EMPLOYEE	\$ 100,000
DISEASE – POLICY LIMIT	\$ 500,000

2. Auto Liability coverage.

COMBINED SINGLE LIMIT (each accident)	\$2,000,000
BODILY INJURY (per person)	\$1,000,000
BODILY INJURY (per accident)	\$2,000,000
PROPERTY DAMAGE (per accident)	\$500,000

3. General Liability coverage.

EACH OCCURRENCE	\$2,000,000
DAMAGE TO RENTED PREMISES (each occurrence)	\$300,000
MED EXP (any one person)	\$5,000
PERSONAL & ADV INJURY	\$2,000,000
GENERAL AGGREGATE	\$4,000,000
PRODUCTS – COMP/OP AGG	\$4,000,000

4. Professional liability coverage.

EACH OCCURRENCE	\$4,000,000
AGGREGATE	\$4,000,000

XIV. Default/Termination.

A. Each Party may, without any advance notice, terminate this AGREEMENT if any of the following occur:

1. Either Party ceases to be in compliance with State of Wisconsin Laws and Administrative Codes relative to the provision of emergency medical services or other terms set forth in this AGREEMENT. Notice of such default must be provided to the defaulting party with the defaulting party having thirty (30) calendar days to cure any default.
2. Suspension, revocation, termination, surrender or lapse of required certification by the State of Wisconsin Department of Health Services as an ambulance service provider or a non-transporting paramedic service.

B. Each Party may, with advance written notice, terminate this Agreement for any reason:

1. By providing twelve (12) months notice to the other Party.

To evidence their AGREEMENT hereto, the parties have signed the herein AGREEMENT on the dates after their signatures to wit:

Gold Cross Ambulance Service, Inc.

By: _____
Printed Name: _____
President, Board of Directors

By: _____
Printed Name: _____
Title: _____

City of Appleton

By: _____
Jacob A. Woodford, Mayor

By: _____
Kami Lynch, City Clerk

Approved as to form:

Christopher R. Behrens, City Attorney

By: _____
Jeremy J. Hansen, Fire Chief

CL-A22-0802
Revised: June 19, 2023

SHARED SERVICES AND OPERATING AGREEMENT

This AGREEMENT is entered into this ____ day of _____, 2023 (the “Effective Date”) by and between the City of Appleton (“CITY”), including its fire department (“AFD”), and Gold Cross Ambulance Service, Inc. (“GOLD CROSS”) (collectively hereinafter referred to as “PARTIES”). In agreeing to partner on the provision of emergency medical services in the CITY, the PARTIES have justifiably relied on the material representations made herein.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements and covenants hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the PARTIES agree as follows:

AGREEMENT

I. Term.

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II. Agreement to Provide Exclusive Ambulance Services.

GOLD CROSS agrees to assist AFD on its expansion of emergency response services on the condition that neither AFD nor the CITY will obtain an ambulance and begin providing patient transport services (i.e., ambulance services), or allow for an outside ambulance service, during the term of this AGREEMENT. As such, with the exception of services provided by the City, or as otherwise provided by mutual-aid agreements, automatic-aid agreements, Mutual-Aid Box Alarm System (MABAS) resources, or requests due to special circumstances, GOLD CROSS will be the primary provider of the services set forth herein provided it consistently meets minimum response time standards referenced within the National Fire Protection Association (NFPA).

The CITY shall owe GOLD CROSS no compensation for GOLD CROSS’S performance of services, provision of equipment or materials, or compliance under this Agreement. GOLD CROSS’S consideration for its performance under this Agreement shall be the right to be the primary provider of Advanced Life Support Ambulance services to all areas of the CITY subject to the terms and conditions stated herein. As billing and reimbursement is an independent GOLD CROSS business matter, GOLD CROSS may directly bill patients, guarantors, custodians and/or third-party payors of patients treated, seen, or transported as determined and as periodically modified by GOLD CROSS, without notice to or approval of the CITY.

The CITY recognizes that GOLD CROSS does provide similar services to other municipalities and as such, nothing in this AGREEMENT prohibits GOLD CROSS from entering into any other

agreement with any other entity.

The PARTIES understand that mutual aid and other agreements will exist and as such, shall provide copies of such agreements to the other party as requested.

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- A. GOLD CROSS hereby agrees to continue furnishing all ambulance services for the CITY at staffing levels consistent with relevant statutes, including but not limited to DHS 110.50(1)(a) for Basic Life Support, DHS 110.50(d)(1 and 3) for Advanced Life Support.
- B. GOLD CROSS shall possess, maintain, and provide such vehicles, equipment, facilities and supplies; and shall hire, train and provide such personnel as are necessary to respond on a twenty-four (24) hours per day, seven (7) days per week basis.
- C. GOLD CROSS employees shall display identification that clearly displays an individual's certification/license medical care level, including those in a training/student role.

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- A. AFD hereby agrees to furnish non-transport EMT services for the CITY at staffing levels consistent with relevant statutes. AFD will ensure that each fire apparatus in service will be staffed by the minimum number of required EMTs.
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- D. AFD will assist GOLD CROSS in preparing the patient for transport and may travel with the patient in the ambulance when additional medical services are in the best interest of the patient. GOLD CROSS will ultimately decide whether it is necessary for an AFD staff member to travel in the ambulance to the hospital.

V. Vehicles and Equipment.

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provide their own vehicles for provision of the services under this AGREEMENT.

1. The PARTIES shall equip, maintain, and operate all vehicles in accordance with the laws of the State of Wisconsin and the rules and regulations of the Wisconsin Department of Health Services and Wisconsin Department of Transportation.
- B. The PARTIES shall be responsible for their own vehicle maintenance and repair. This shall include all repairs, preventive maintenance, parts replacement, labor, and other actions necessary to keep the vehicles in safe and efficient operating condition.
- C. The PARTIES shall provide all emergency medical equipment and supplies necessary to perform the provisions of this AGREEMENT. The equipment and supplies shall be current in nature and maintained in accordance with standard medical practices and the laws of the State of Wisconsin and rules and regulations of the Wisconsin Department of Health Services, and the Wisconsin Department of Transportation.
- D. GOLD CROSS shall be responsible for the replenishment of the CITY'S consumable equipment and supplies with equivalent like-kind equipment and supplies at the completion of a call. Whenever practicable, GOLD CROSS shall replenish CITY equipment and supplies onsite. When equipment and supplies cannot be replenished onsite, GOLD CROSS will order like-kind equipment and supplies for replenishment on a regular basis and at no charge with the sole exception of cardiac monitor defibrillation pads should the AFD and GOLD CROSS field dissimilar cardiac monitors.

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 1. GOLD CROSS will collaborate with AFD on training topics and GOLD CROSS will deliver the training on a mutually agreed date and time.
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VII. Dispatch And Response Time Goals.

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- B. GOLD CROSS and AFD agree that A-Adam and B-Boy non-emergency calls shall be tracked and reported but will not be subject to the response time goals set forth in this section considering their non-emergent nature.
- C. GOLD CROSS will be responsible for planning the dispatch of ambulances through the provision of a deployment and system status management plan. GOLD CROSS shall provide to the CITY a written deployment and system status plan for the number of ambulances, their assigned locations, deployment strategies and shift schedule(s).
- D. GOLD CROSS will notify AFD on AFD Main if a transport unit's response time is expected to be greater than fifteen (15) minutes for emergency response calls (C, D and E).

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- B. All such equipment shall meet all applicable national and state standards.
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Automated Vehicle Location (AVL) and Global Positioning System (GPS) for real time tracking of all emergency ambulance responses.

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 - 2. The medical directors shall collaborate with the PARTIES and each other on development and implementation of medical protocols, dispatch procedures, special event plans, public education opportunities and mass-casualty incidents (MCI) and all products will be National Incident Management (NIMS) compliant.

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- A. GOLD CROSS agrees and understands that an EMS Operational Plan must be prepared by the CITY and submitted by the CITY to the State of Wisconsin and thereafter approved by the Department of Health Services. GOLD CROSS and the CITY agree to cooperate in the creation of the EMS Operation Plan (and all components thereof) and the approval process. Likewise, GOLD CROSS and CITY shall cause the respective medical directors to work with each other and cooperate to provide necessary detail and input from a medical perspective.

B. GOLD CROSS and the CITY agree to provide a copy of the EMS Operational Plan, Special Event Plan, Waiver requests, and supporting documents, submitted to the State of Wisconsin for approval within ten (10) days of submission.

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a. Total number of responses and transports broken down by EMD dispatching code:

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- Data shall identify emergent and non-emergent response incidents.

b. 90% Fractile Response time performance:

- Data shall illustrate the A, B, C, D and E incidents.
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c. GOLD Cross will provide AFD with additional response time data upon request. Response time data will be reviewed during a monthly continuous quality improvement meeting.

2. Patient Care Metrics

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- Total number of over-triaged stroke evaluations.
- On scene time for stroke patients.
- Total number of STEMI activations.
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- At patient to EKG time.
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- Total number of trauma activation.
- On scene time for trauma patients.
- Total number of cardiac arrests.
- Total number of survivors.

3. On a quarterly basis senior leadership from GOLD CROSS AND AFD will meet to review all response times and patient care metrics and, on an annual basis, the PARTIES, including City Senior Leadership and hospital representatives, shall meet to review all response times and patient care

metrics. In addition, GOLD CROSS and AFD will report findings of this AGREEMENT to the Safety & Licensing Committee every six (6) months.

XIII. Insurance.

A. Each Party shall maintain in force at all times during the performance of this AGREEMENT, insurance coverage as follows that includes:

1. Worker’s Compensation in accordance with Wisconsin Statutes.

EACH ACCIDENT	\$ 100,000
DISEASE – EA EMPLOYEE	\$ 100,000
DISEASE – POLICY LIMIT	\$ 500,000

2. Auto Liability coverage.

COMBINED SINGLE LIMIT (each accident)	\$2,000,000
BODILY INJURY (per person)	\$1,000,000
BODILY INJURY (per accident)	\$2,000,000
PROPERTY DAMAGE (per accident)	\$500,000

3. General Liability coverage.

EACH OCCURRENCE	\$2,000,000
DAMAGE TO RENTED PREMISES (each occurrence)	\$300,000
MED EXP (any one person)	\$5,000
PERSONAL & ADV INJURY	\$2,000,000
GENERAL AGGREGATE	\$4,000,000
PRODUCTS – COMP/OP AGG	\$4,000,000

4. Professional liability coverage.

EACH OCCURRENCE	\$4,000,000
AGGREGATE	\$4,000,000

XIV. Default/Termination.

A. Each Party may, without any advance notice, terminate this AGREEMENT if any of the following occur:

1. Either Party ceases to be in compliance with State of Wisconsin Laws and Administrative Codes relative to the provision of emergency medical services or other terms set forth in this AGREEMENT. Notice of such default must be provided to the defaulting party with the defaulting party having thirty (30) calendar days to cure any default.

2. Suspension, revocation, termination, surrender or lapse of required

certification by the State of Wisconsin Department of Health Services as an ambulance service provider or a non-transporting paramedic service.

B. Each Party may, with advance written notice, terminate this Agreement for any reason:

1. By providing twelve (12) months notice to the other Party.

To evidence their AGREEMENT hereto, the parties have signed the herein AGREEMENT on the dates after their signatures to wit:

Gold Cross Ambulance Service, Inc.

By: _____
Printed Name: _____
President, Board of Directors

By: _____
Printed Name: _____
Title: _____

City of Appleton

By: _____
Jacob A. Woodford, Mayor

By: _____
Kami Lynch, City Clerk

Approved as to form:

Christopher R. Behrens, City Attorney

By: _____
Jeremy J. Hansen, Fire Chief

CL-A22-0802
Revised: August 10, 2023 (per amendment at 8/9/23 Safety & Licensing Committee meeting)

Form
AT-106

Original Alcohol Beverage License Application

FOR CLERKS ONLY	
Municipality	Appleton
License Period	7/1/23-6/30/24

License(s) Requested

- Class "A" Beer \$ _____ "Class A" Liquor \$ _____
 Class "B" Beer \$ _____ "Class B" Liquor \$ _____
 "Class C" Wine \$ _____ "Class A" Liquor (Cider Only) \$ 0
 Reserve "Class B" Liquor \$ 10,500 "Class B" (Wine Only) Winery \$ _____

License Fees	\$ 10,500
Publication Fee	\$ 60
Background Check	\$ 14
Total Fees	\$ 10,574

Part A: Premises/Business Information

1. Legal Business Name (registered entity name or individual's name if sole proprietorship) EL Guadalajara Mexican Restaurant LLC		
2. Trade Name or DBA EL Guadalajara Mexican Restaurant		
3. Premises Address 1003 west Northland Ave Suite B		
4. County Outagamie	5. Municipality Appleton	6. Aldermanic District
7. Mailing Address (if different from premises address)		
8. FEIN REDACTED		9. Wisconsin Seller's Permit Number REDACTED
10. Premises Phone 920-574-35-53		11. Premises Email elguadalajara.wi@gmail.com
12. Entity Type (check one) <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Limited Liability Company <input type="checkbox"/> Corporation <input type="checkbox"/> Nonprofit Organization		
13. Premises Description - Describe the building or buildings where alcohol beverages are to be sold and stored. Describe 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 in this application. Attach additional sheets if necessary. in the kitchen 1,742 sq ft Restaurant with storage in the kitchen		

Part B: Questions

1. Have the partners, agent, or sole proprietor satisfied the responsible beverage server training requirement for this license period? Submit a copy of Responsible Beverage Server Training Course Certificate Yes No
2. Does the applicant business or its partners, officers, directors, managing members, or agent hold a direct or indirect interest in any alcohol beverage wholesaler or producer (e.g., brewer, brewpub, winery, distillery)? Yes No
If yes, please explain using the space below. Attach additional sheets if necessary.

Part C: For Corporate/LLC Applicants Only		
1. State of Registration Wisconsin	2. Date of Registration August 2022	
3. Is the applicant business owned by another corporation or LLC? If yes, please provide the name and FEIN of the parent company below, include parent company members in Part D, and attach Form AT-103 for all of the parent company's principal members, managers, officers, or directors <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Name of Parent Company EL Guadalajara Mexican Restaurant	FEIN of Parent Company REDACTED	
4. Does the parent company or any of its officers, directors, managing members, or agent hold any direct or indirect interest in any other alcohol beverage wholesaler or producer (e.g., brewer, brewpub, winery, distillery)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, please explain using the space below. Attach additional sheets if necessary.		
5. Agent's Last Name Gutman	Agent's First Name Lucelia	Phone REDACTED

Part D: Individual Information

A Supplemental Questionnaire, Form AT-103, must be completed and attached to this application for each person involved in the applicant business and any parent company as indicated in Part C. Persons in the applicant business include: sole proprietor, all officers, directors, and agent of a corporation or nonprofit organization, all partners of a partnership, and all managing members and agent of a limited liability company.

List the full name, title, and phone number for each person below. Attach additional sheets if necessary.

Last Name	First Name	Title	Phone
Gutman	Lucelia	Owner	REDACTED
Narquez	Jose-Alberto	Owner	REDACTED

Part E: Attestation			
Who must sign this application? <ul style="list-style-type: none"> • sole proprietor • one general partner of a partnership • one corporate officer • one managing member of an LLC 			
<p>READ CAREFULLY BEFORE SIGNING: Under penalty of law, I have answered each of the above questions completely and truthfully. I agree that I am acting solely on behalf of the applicant business and not on behalf of any other individual or entity seeking the license. Further, I agree that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another individual or entity. I agree to operate this business according to the law, including but not limited to, purchasing alcohol beverages from state authorized wholesalers. I understand that lack of access to any portion of a licensed premises during inspection will be deemed a refusal to allow inspection. Such refusal is a misdemeanor and grounds for revocation of this license. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.</p>			
Signature Lucelia Gutman		Date 7-12-23	
Name (Last, First, M.I.) Gutman Lucelia			
Title Owner	Email elguadalajaraswi@gmail.com	Phone REDACTED	

Part F: For Clerk Use Only		
Date application was filed with clerk 7-12-23	Date reported to governing body	Date provisional license issued (if applicable)
Date license granted	License number	Date license issued
Signature of Clerk/Deputy Clerk		



City of Appleton Alcohol License Questionnaire

1. Name of Applicant: Lucretia Gorman

2. Name of Business: El Guadalajara Mexican Restaurant
(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: 1003 West suite B Northland Ave 54914
Appleton WI

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:

Theft - false Information
Theft - Raise

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

<u>Lucretia</u>		<u>Gorman</u>	<u>REDACTED</u>
First name	M.I.	Last name	Date of Birth
<u>Jose</u>	<u>A</u>	<u>Nazquez</u>	<u>REDACTED</u>
First name	M.I.	Last name	Date of Birth
			/ /
First name	M.I.	Last name	Date of Birth
			/ /
First name	M.I.	Last name	Date of Birth

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

Name: N/A
 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: El Guadalupe Mexican Restaurant
(Check Applicable Box(s) to identify primary business activity)

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

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

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

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

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

10. Seating capacity: Inside 50 Outside NO

11. Operating hours (Inside the building): 10 AM TO 9 PM
Operating hours (Outdoor seating areas): NO

12. Employees/Staff
Number of floor personnel 3 Number of door checkers 1

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

- a. Gross floor building area of the premises to be licensed: 1742 square feet.
- b. Gross outdoor seating areas of the premises to be licensed: — square feet.
- c. Below, identify the operational details of the proposed establishment:

Restaurant sell Food and alcohol

Lucelia German
Signature

7-12-2023
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 of APPLETON County of Ooutagame
 City

The undersigned duly authorized officer/member/manager of El Guadalajara Mexican Restaurant 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 El Guadalajara Mexican Restaurant
(Trade Name)

located at 1003 West suite B Northland Ave 54914 Appleton wi

appoints Lucretia Gorman
(Name of Appointed Agent)
1409 Grignon St Green Bay WI 54301
(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? 16 years

Place of residence last year 1409 Grignon St Green Bay WI 54301

For: El Guadalajara Mexican Restaurant
(Name of Corporation / Organization / Limited Liability Company)

By: Lucretia Gorman
(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, Lucretia Gorman, 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.

Lucretia Gorman 7-12-23 Agent's age REDACTED
(Signature of Agent) (Date)

1409 Grignon St Green Bay WI Date of birth 51
(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)

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	\$ <u>100</u>
<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 type="checkbox"/> Class B (wine only) winery	\$
Publication fee	\$ <u>60</u>
TOTAL FEE	\$ <u>160</u>

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

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

President / Member Last Name <u>Oshesfsky</u>	(First) <u>David</u>	(Middle Name) <u>Peter</u>	Home Address (Street, City or Post Office, & Zip Code) <u>2053 Shady Ln Green Bay WI 54313</u>
Vice President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Secretary / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Treasurer / Member Last Name <u>Oshesfsky</u>	(First) <u>Nelole</u>	(Middle Name) <u>Lee</u>	Home Address (Street, City or Post Office, & Zip Code) <u>2053 Shady Ln Green Bay, WI 54313</u>
Agent Last Name <u>Oshesfsky</u>	(First) <u>David</u>	(Middle Name) <u>Peter</u>	Home Address (Street, City or Post Office, & Zip Code) <u>2053 Shady Ln, Green Bay, WI 54313</u>
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

1. Trade Name Newell Company DBA Lumberjack Johnys Business Phone Number _____
 2. Address of Premises 2701 N Oneida St Suite E Post Office & Zip Code Appleton

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.)
Suite E of 2701 N. Oneida Street. We will have coolers behind the bar and a dry storage area in back. All areas are secured when not in use. We operate an Axe throwing business specializing in league play, tournaments and team building.

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? _____

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
Completed Responsible Beverage Course June 21, 2023
7. Is the applicant an employe or agent of, or acting on behalf of anyone except the named applicant? Yes No
If yes, explain.
8. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? **If yes, explain** Yes No
9. (a) **Corporate/limited liability company applicants only:** Insert state WI and date 2014 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
Lumberjack Johnny's located in Ashwaubergen
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>DAVID P. OSHERSKY</u>	Title/Member <u>President</u>	Date <u>6/21/2023</u>
Signature <u>D. Oshersky</u>	Phone Number <u>REDACTED</u>	Email Address <u>REDACTED</u>

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <u>6-22-23</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

1. Name of Applicant: David OSHEFSKY

2. Name of Business: Newell Company DBA Lumberjack Johnny's
(Check Applicable Box(s) to identify primary business activity)

- Restaurant
- Tavern/Night Club/Wine Bar
- Microbrewery/Brewpub
- Painting/Craft Studio
- Other (describe) Axe Throwing / Tan Building

3. Address of Business: ~~2701~~ 2701 N. Oneida Suite E Appleton

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

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

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

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

<u>David</u>	<u>P.</u>	<u>Oshesfsky</u>	<u>REDACTED</u>
First name	M.I.	Last name	Date of Birth
<u>NeCole</u>	<u>L.</u>	<u>Oshesfsky</u>	<u>REDACTED</u>
First name	M.I.	Last name	Date of Birth
			/ /
First name	M.I.	Last name	Date of Birth
			/ /
First name	M.I.	Last name	Date of Birth

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

Name: N/A
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: FMC Dialysis

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

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

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

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

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

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

_____ months ago.

10. Seating capacity: Inside 150 TBD at inspection Outside /

11. Operating hours (Inside the building): Wed - Thursday 5-11p Fri 5p-11p Sat 11a-11p Sun 11-6p
Operating hours (Outdoor seating areas): N/A

12. Employees/Staff

Number of floor personnel 2-3 Number of door checkers _____

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

a. Gross floor building area of the premises to be licensed: 7,256 square feet.

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

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

Axe throwing & Teambuilding events Main focus is on
corporate team building and events to grow team
communication

D. DePuy
Signature

6/20/2023
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 of APPLETON County of Outagamie
 City

The undersigned duly authorized officer/member/manager of Newell Company, Inc. DBA Lumberjack Johnny's
(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
Lumberjack Johnny's
(Trade Name)

located at 2701 N Oneida Suite E, Appleton, WI

appoints David Oshefsky
(Name of Appointed Agent)

2053 Shady Ln, Green Bay, WI 54313
(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).
Lumberjack Johnny's, 1017 Waukegan Ln Ashwaubenon, WI 54304

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? 47 years

Place of residence last year 2053 Shady Ln Green Bay, WI 54313

For: Newell Company, Inc. DBA Lumberjack Johnny's
(Name of Corporation / Organization / Limited Liability Company)

By: D Oshefsky
(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, DAVID P. OSHEFSKY, 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.

D. Oshefsky 6/22/2023 Agent's age REDACTED
(Signature of Agent) (Date)

2053 Shady Ln, Green Bay, WI 54313 Date of birth REDACTED
(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)

Mike Frisch,

Complainant,

V.

**BT AND DAVE, LLC
AGENT: THEODORE SUESS
d/b/a SPEAKEASY ULTRA
LOUNGE
425 W. COLLEGE AVE.
APPLETON, WI 54911.**

Respondent.

**COMPLAINT SEEKING SUSPENSION OF ALCOHOL LICENSES OF BT AND
DAVE, LLC**

Complainant seeks that the Safety and Licensing Committee of the Common Council of the City of Appleton meet as soon as practicable and as allowed by law, at which time the Complainant, Appleton Police Department Captain Mike Frisch, a resident of the City of Appleton, will ask the Committee to find this complaint to be true and recommend to the common Council that it SUSPEND the alcohol beverage licenses of BT and Dave, LLC.

BT and Dave, LLC has registered agent of Theodore Suess and was issued Class "B" (beer) and "Class B" (liquor) licenses of the premises located at 425 W. College Avenue, Appleton, Wisconsin 54911, known as Speakeasy Ultra Lounge.

This complaint by Mike Frisch is being made based upon information and belief regarding the incident described herein:

On December 24, 2022, Appleton Police Officer Schuman reports being assigned to investigate reports of exotic dancers dancing for money at Speakeasy Ultra Lounge at 425 W.

College Ave. Accompanying the tip for this activity, police were provided with videos depicting the activity in question taking place on two separate dates.

Of note for this complaint is the video of an event that took place on October 1, 2022. Officers were provided with or able to obtain the poster for the event, a "Jordans and Jersey Party," depicting two women wearing very little clothing and advertising the event or party occurring on October 1st, 2022. The poster named the event's promoter as "Huncho." The accompanying video, filmed during the early morning hours of October 2nd, 2022, shows two semi-nude women dancing in the bar as people tucking money into what little clothes they are wearing. Officer Shuman recognized the location of the video as being inside Speakeasy Ultra Lounge based on his familiarity with that location.

Officer Shuman contacted the Theodore Suess, the owner of the business and agent of the licensee, BT and Dave, LLC. Mr. Suess about having exotic dancers at his bar. He indicated he was aware of the situation and indicated that they were "go-go dancers" and that they remained clothed in at least bikinis the entire time they were there. He indicated that they were not his employees and that they were brought in by either the promotor, "Huncho," or the performer(s) that "Huncho" had brought in. Mr. Suess indicated that "Huncho" does most of his promotion for Saturday nights. When asked, Mr. Suess agreed that the activity depicted in the videos, with which he was familiar, was not appropriate for his bar or the community in general.

BT and Dave was subsequently issued a citation for "Improper Exhibitions," contrary to Municipal Code of the City of Appleton section 9-82 as adopted under Chapter 125 of the Wisconsin statutes, and subsequently entered into a negotiated "no contest" plea in Outagamie

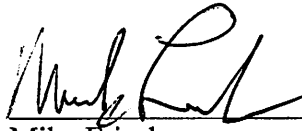
County case 23FO422 on or about June 30, 2023. Pursuant to the City of Appleton Code Sec. 9-54, the aforementioned violations require the assessment of eighty 150 demerit points for “Nude or semi-nude entertainer / employee on premises,” as there exists a substantial relationship between the convictions and the licensed activity.

Pursuant to Chapter 125 of the Wisconsin Statutes and interpretations thereof, the licensee, BT and Dave, LLC, is answerable for these acts and therefore 150 demerit points should be attributed to its license due to the aforementioned conviction arising from the events described above.

Recommendation and Conclusion

The above information indicates that state and / or local laws were violated by the licensee, or by its agents or employees working at the licensed premises. Complainant requests that the Safety and Licensing Committee impose 150 demerit points for the above violation. Based upon this accumulation of demerit points, and based upon the Municipal Code of the City of Appleton Sec. 9-54(d)(2), a suspension of license of not less than ten (10) days nor more than ninety (90) days based upon an accumulation of between 150 and 199 demerit points within a 24-month period. Upon an assessment of the demerit points, and in light of the substantial relationship between the violations and the licensed activity, this complaint is requesting that the Safety and Licensing Committee recommend to the Common Council that it SUSPEND the licenses issued to BT and Dave, LLC, (agent: Theodore Suess) for the licensed premises known as Speakeasy Ultra Lounge, located at 425 W. Wisconsin Avenue, Appleton, Wisconsin.

Dated this 4th day of August 2023



Mike Frisch
Resident of the City of Appleton
Captain, Appleton Police Department

OUTAGAMIE COUNTY, WISCONSIN

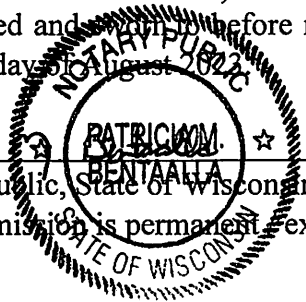
Subscribed and sworn to before me

this 4th day of August 2023

Patricia A _____

Notary Public, State of Wisconsin

My commission is permanent, expires 7/20/24.



**CITY OF APPLETON
COMMON COUNCIL
SAFETY AND LICENSING COMMITTEE**

IN RE THE ALCOHOL LICENSES OF BT AND DAVE, LLC

AGENT: THEODORE SUESS
d/b/a SPEAKEASY ULTRA LOUNGE
425 W. COLLEGE AVE.
APPLETON, WI 54911

SUMMONS

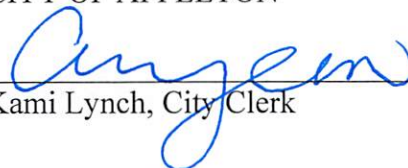
TO: Any City of Appleton Police Department Officer

PLEASE TAKE NOTICE THAT,

**THEODORE SUESS
AGENT FOR BT AND DAVE, LLC
425 W. COLLEGE AVENUE
APPLETON, WI 54911**

is commanded to appear at the Safety and Licensing Committee Meeting on Wednesday, August 9, 2023, at 5:30 p.m. in the Council Chambers, 100 North Appleton Street in the city of Appleton, Wisconsin and show cause why the "Class B" and/or Class "B" Alcohol Beverage Licenses issued to BT and Dave, LLC should not be suspended or revoked in accordance with Wis. Stat. §125.12.

Dated in Appleton, Wisconsin this 4th day of August 2023.

CITY OF APPLETON

FOR Kami Lynch, City Clerk

**CITY OF APPLETON
COMMON COUNCIL
SAFETY AND LICENSING COMMITTEE**

IN RE THE ALCOHOL LICENSES OF BT AND DAVE, LLC

AGENT: THEODORE SUESS
d/b/a SPEAKEASY ULTRA LOUNGE
413 W. COLLEGE AVE.
APPLETON, WI 54911

STIPULATION

The City of Appleton, by Assistant City Attorney Zak Buruin and BT and Dave, LLC by its agent Theodore Suess, hereby stipulate and agree as follows:

1. BT and Dave, LLC and agent Theodore Suess are the licensees of “Class B” and Class “B” licenses issued pursuant to Chapter 125, Wisconsin Statutes, and Appleton City Ordinances (“ACO”) in conformity therewith, for the licensed Premises known as Speakeasy Ultra Lounge, located at 425 W. College Ave, in the City of Appleton, Outagamie County, Wisconsin.
2. A violation of ACO was committed at the licensed establishment on October 1, 2022; to wit, a violation of ACO 9-82 prohibiting Improper Exhibitions in Outagamie County case 23FO422. The date of conviction for this offense is June 30, 2003. As part of the stipulated resolution of this citation, the parties agreed that the violation involved a “Nude or semi-nude entertainer / employee on premises,” contrary to ACO 9-54. One hundred fifty (150) demerit points are associated with this violation.
3. The parties agreed as part of the negotiated settlement of the citation that this violation subjects the establishment to suspension of its alcoholic beverage license(s) per ACO as adopted pursuant to Wisconsin Statutes §125.10.
4. The above conviction is substantially related to the licensed activities.
5. A Complaint Seeking Suspension of Alcohol Licenses of BT and Dave, LLC was filed with the City of Appleton Clerk’s Office on August 9, 2023.

6. The Summons and a copy of said Complaint was served on Theodore Suess as agent of BT and Dave LLC, requiring their appearance at the Safety and Licensing Committee on August 9, 2023, to show cause as to why their licenses should not be suspended or revoked.
7. Theodore Suess understands and acknowledges the right to a hearing prior to the City of Appleton Suspending or revoking any licenses issued and freely and voluntarily waives the right to a hearing as consideration for this agreement.
8. DB and Dave, LLC does not contest the allegations in the Complaint and therefore agrees that the Safety and Licensing Committee shall find the complaint to be true.
9. DB and Dave, LLC does not contest the points assessment set forth in this Agreement.
10. The City of Appleton and DB and Dave LLC agree to the imposition of 150 points assessed against the licensed establishment, Speakeasy Ultra Lounge. Based upon that assessment, the parties agree that the licensed establishment, Speakeasy Ultra Lounge, shall have its license suspended for a period of ten (10) days, pursuant to ACO 9-54.
11. The suspension shall commence on August 14, 2023, and end on August 23, 2023 (inclusive). The commencement of this suspension shall, upon the approval of the Appleton Common Council, be retroactive to the date of August 14, 2023 so that the effect will be 10 calendar days during which the licensed establishment is ceasing from engaging in licensed activity.
12. The licensee and its employees and agents will comply with all applicable Appleton City Ordinances, laws of the State of Wisconsin, including but not limited to Department of Revenue Requirements.
13. This Agreement, including any contingencies placed on the subject licenses shall remain binding on BT and Dave, LLC, its agents, and any successors, assigns, transferees, and the like unless expressly waived by the City of Appleton Common Council.
14. Tha this agreement satisfies the statutory requirements of: Notice of suspension of license, and the Safety and licensing Committee's Report to the Common Council, including Findings of Fact, Conclusions of law, and its recommendation for suspension.
15. BT and Dave, LLC, and Theodore Suess as agent have had the opportunity to review and discuss this Agreement with counsel and enter into this Agreement freely, voluntarily, and intelligently.

Zak Buruin, Assistant City Attorney
City of Appleton

Date: _____

Theodore Sues
Agent for BT and Dave LLC

Date: _____

Approved by the Appleton Common Council on: _____

**CITY OF APPLETON
COMMON COUNCIL
SAFETY AND LICENSING COMMITTEE**

IN RE THE ALCOHOL LICENSES OF BT AND DAVE, LLC

AGENT: THEODORE SUESS
d/b/a SPEAKEASY ULTRA LOUNGE
413 W. COLLEGE AVE.
APPLETON, WI 54911

STIPULATION

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1. BT and Dave, LLC and agent Theodore Suess are the licensees of "Class B" and Class "B" licenses issued pursuant to Chapter 125, Wisconsin Statutes, and Appleton City Ordinances ("ACO") in conformity therewith, for the licensed Premises known as Speakeasy Ultra Lounge, located at 425 W. College Ave, in the City of Appleton, Outagamie County, Wisconsin.
2. A violation of ACO was committed at the licensed establishment on October 1, 2022; to wit, a violation of ACO 9-82 prohibiting Improper Exhibitions in Outagamie County case 23FO422. The date of conviction for this offense is June 30, 2023. As part of the stipulated resolution of this citation, the parties agreed that the violation involved a "Nude or semi-nude entertainer / employee on premises," contrary to ACO 9-54. One hundred fifty (150) demerit points are associated with this violation.
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7. Theodore Suess understands and acknowledges the right to a hearing prior to the City of Appleton Suspending or revoking any licenses issued and freely and voluntarily waives the right to a hearing as consideration for this agreement.

ZB/K.S.

8. ^{BT}~~DB~~ and Dave, LLC does not contest the allegations in the Complaint and therefore agrees that the Safety and Licensing Committee shall find the complaint to be true.

ZB/K.S.

9. ^{BT}~~DB~~ and Dave, LLC does not contest the points assessment set forth in this Agreement.

10. The City of Appleton and DB and Dave LLC agree to the imposition of 150 points assessed against the licensed establishment, Speakeasy Ultra Lounge. Based upon that assessment, the parties agree that the licensed establishment, Speakeasy Ultra Lounge, shall have its license suspended for a period of ten (10) days, pursuant to ACO 9-54.

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12. The licensee and its employees and agents will comply with all applicable Appleton City Ordinances, laws of the State of Wisconsin, including but not limited to Department of Revenue Requirements.

13. This Agreement, including any contingencies placed on the subject licenses shall remain binding on BT and Dave, LLC, its agents, and any successors, assigns, transferees, and the like unless expressly waived by the City of Appleton Common Council.

14. This agreement satisfies the statutory requirements of: Notice of suspension of license, and the Safety and licensing Committee's Report to the Common Council, including Findings of Fact, Conclusions of law, and its recommendation for suspension.

15. BT and Dave, LLC, and Theodore Suess as agent have had the opportunity to review and discuss this Agreement with counsel and enter into this Agreement freely, voluntarily, and intelligently.

Zak Buruin
Zak Buruin, Assistant City Attorney
City of Appleton

Date: 8/9/23

Theodore Suess
Theodore Suess
Agent for BT and Dave LLC

Date: 8/8/2023

Approved by the Appleton Common Council on: _____

**Contract between
State of Wisconsin, Department of Military Affairs,
Division of Emergency Management,
State of Wisconsin, Department of Health Services,
and the City of Appleton, Wisconsin
for Radiological Field Team Services**

THIS CONTRACT (“Contract”) is between the State of Wisconsin, Department of Military Affairs, Division of Emergency Management ("Division"), the State of Wisconsin, Department of Health Services (hereinafter “DHS”), and the City of Appleton, Wisconsin ("Contractor") for the provision by Contractor of Radiological Field Team Services.

WHEREAS, the State of Wisconsin, Department of Military Affairs, through its Division of Emergency Management, has statutory authority under Chapter 323 of the Wisconsin Statutes to provide emergency response planning.

WHEREAS, the Wisconsin Department of Health Services has statutory authority under Section 254.34 of the Wisconsin Statutes to develop comprehensive policies and programs for the evaluation and determination of hazards associated with the use of radiation, and for their amelioration, as well as to conduct studies, investigations, training, research, and demonstrations relating to the control of radiation hazards.

WHEREAS, the City of Appleton Fire Department is currently under contract with the Division as part of a regional emergency response team authorized under Wis. Stat. § 323.70.

WHEREAS, to protect life and property against the dangers of emergencies involving the release of radiation, the Division may assign and make available a regional emergency response team under contract as a designated radiological field team to the State Radiological Coordinator to survey and monitor the amount of radiation deposited following a release of radiation in a nuclear incident.

WHEREAS, the Division and DHS desire to enter into this Contract to establish the Contractor as a regional Radiological Field Team and Contractor desires to be so designated and to enter into this Contract.

HOWEVER, the parties expressly recognize and attest by this Contract that neither party intends to create or to assume fiduciary responsibilities to provide for the containment, cleanup, repair, restoration and investigation of the environment (air, land and water) in a radiological or nuclear incident.

NOW THEREFORE, in consideration of the premises above, their mutual and dependent agreement, and the consideration provided below the parties agree as follows:

ARTICLE 1. CONTRACT TERM

This Contract shall continue for four (4) years commencing July 1, 2023 through June 30, 2027.

ARTICLE 2. DEFINITIONS

The following definitions are used throughout this Contract:

Disaster means a severe or prolonged, natural or human-caused, occurrence that threatens or negatively impacts life, health, property, infrastructure, the environment, the security of this State or a portion of this State, or critical systems, including computer, telecommunications, or agricultural systems.

Nuclear incident means any potential, sudden or non-sudden release of radioactive material, as defined under Wis. Stat. § 254.31 (9m), being stored or used in a nuclear facility, as defined under Wis. Stat. § 254.31 (4), or transported. "Nuclear incident" does not include any release of radiation from radioactive material being transported under routine operations.

Primary Response Area means the geographical region located in the State where the Contractor is principally responsible for providing radiological field team services.

Radiological agent means radiation or radioactive material at a level that is dangerous to humans, animals, plants, or other living organisms.

Radiological Field Team means the Contractor and/or designated employees of the Contractor who are expected to conduct a radiation and contamination survey, monitor, sample, and evaluate the actual or potential emergency release(s) of a radiological agent as well as participate in federally evaluated nuclear power plant exercises.

Radiological Field Team Services means the performance of primary radiation contamination surveys, monitoring, sampling, and evaluating an actual or potential emergency release(s) of a radiological agent under the direction of the State Radiological Coordinator and participating in annual federally-evaluated nuclear power plant emergency preparedness exercises as well as related pre-exercise drills.

Responsible Party means any person under Wis. Stat. § 895.065(1)(i).

State means the State of Wisconsin.

State Radiological Coordinator means the individual employed by DHS responsible for initiating any state level radiological response to a radiological incident/emergency, monitoring and evaluating the health impact of any radiological emergency including a nuclear power plant incident and recommending appropriate protective actions to protect the public and mitigate the impact on public health and safety.

ARTICLE 3. STATEMENT OF WORK

Services to be provided by Contractor: During the term of this Contract, Contractor agrees to provide Radiological Field Team Services within the boundaries of Contractor's assigned Primary Response Area and as requested by the Division and/or DHS. It is understood and agreed that the DHS is responsible to provide direction to and control of the radiological field team during radiological emergency preparedness drills and exercises, as well as real events.

Contractor shall not provide under this Contract any services with respect to the treatment, removal, remediation, recovery, packaging, transportation, movement; cleanup, storage and disposal of radioactive material except as these services may be reasonably necessary and incidental to preventing a release or threat of release of radioactive material or in stabilizing a nuclear incident, as determined by the DHS.

The Division, DHS, and Contractor make no representations to third parties with regard to the ultimate outcome of the provision of Radiological Field Team Services, but Contractor shall perform to the best of its abilities, subject to the terms of this Contract.

Personnel: Contractor shall provide an adequate number of trained, competent, and supervised personnel as established by DHS and as is reasonably necessary to operate within the safety levels of a radiological field team.

It is understood and agreed that response to a nuclear incident or training exercise will require 24-hour coverage for the length of the incident or training and will require four two-person teams per every 24-hour period. Each 12-hour period will be staffed by two two-person teams for a Contractor agrees to have a sufficient number of radiological field team personnel trained to ensure 24/7 availability for a radiological response.

Equipment: All necessary radiological equipment needed for Radiological Field Team Services will be provided by the DHS Radiation Protection Section. The Radiation Protection Section shall be responsible for the maintenance and calibration of the equipment. The equipment will be located with the Radiological Field Team. Contractor may use the radiological equipment under local authority or mutual aid agreements; however, Contractor agrees that in the event of nuclear incident response or training exercise, use of the equipment to respond to a nuclear incident shall have priority.

Use of State Vehicles: Only those Radiological Field Team members who (1) meet the eligibility criteria for driving a State of Wisconsin vehicle and (2) have an approved vehicle use agreement in place prior to operating a State vehicle may operate State vehicles during training, drills, exercises or real events or to perform any other service authorized under this Contract. Contractor should contact the DHS State Radiological Coordinator to obtain the eligibility criteria and start the vehicle operation approval process.

Under no circumstances may any Radiological Field Team member operate a State vehicle for any reason other than to perform services pursuant to this Contract or permit an individual who has not been approved to operate a State vehicle to do so.

Personal use of State vehicles is prohibited.

The driving records of all approved drivers are vetted on a monthly basis. A driver who does not continue to meet the eligibility criteria may not operate a State vehicle.

This use is subject to the Fleet Policies and Procedures of Central Fleet with the Division of Enterprise Operations with the Wisconsin Department of Administration.

Procedures and Limitations: Contractor recognizes that its obligations under this Contract are paramount to the State. Contractor agrees that if local fire response obligations in Contractor's own jurisdiction create limits or unavailable resources within the Primary Response Area, Contractor will seek aid from local jurisdictions to assist in local fire response obligations in Contractor's own jurisdiction to ensure that Contractor is able to provide Radiological Field Team Services when requested.

ARTICLE 4. TRAINING AND CERTIFICATION

The DHS is responsible for providing periodic training to the Radiological Field Teams. Specifically, the DHS Radiation Protection Section will provide periodic training opportunities to ensure that all Radiological Field Team personnel receive necessary training and certification. Contractor agrees and understands that all Radiological Field Team personnel shall attend necessary field team training and refresher training to ensure certification for radiological field team response. Any Radiological Field Team personnel who have not attended or completed the required training will not be allowed to participate in a scheduled exercise. Radiological Field Team personnel shall also keep current any State required certifications.

ARTICLE 5. PAYMENT FOR SERVICES

Financial Consideration:

Contractor will be paid annually for the term of this Contract the sum of twenty four thousand nine hundred ninety-nine dollars (\$24,999.00) for the above-described activities. The initial payment will be made within 30 days following the execution of this Contract by all the parties and all subsequent payments within three weeks following the beginning of each new year for the term of the Contract.

Retirement System Status and Tax Payments: Contractor and its employees are not entitled under this Contract to Public Employees Retirement Withholding System benefit(s) contributions by the Division, DHS or any State agency. Contractor shall be responsible for payment/withholding of any applicable federal, Social Security and State taxes for its employees who are Radiological Field Team members.

ARTICLE 6. LIABILITY AND INDEMNITY

Scope: During radiological field team operations and associated training authorized by this Contract, Contractor and Radiological Field Team members are agents of the DHS for purposes of Wis. Stat. § 895.46(1). For purposes of this Article, operations means activities, including travel, that are directly related to performing Radiological Field Team Services under the direction of the State Radiological Coordinator and participation in annual federally-evaluated, nuclear power plant emergency preparedness exercises. Operations also include advanced training activities provided under this contract to the members of the radiological field team, but it does not include travel to and from the training.

Contractor Indemnification of State: When acting as other than an agent of DHS under this Contract and using the State's, Division's or DHS' equipment or vehicles, the Contractor shall indemnify, defend and hold harmless the State, Division, DHS, its officers, agents, employees, and members from all claims, suits or actions of any nature arising out of the activities or omissions of Contractor, its officers, subcontractors, agents or employees.

Accrued Obligations and Liabilities:

Any termination of the Contract shall be without prejudice to any obligations or liabilities of any party already accrued prior to termination, subject to the provisions of Article 7.

ARTICLE 7. RECORDKEEPING AND RECORD RETENTION

The Contractor shall establish and maintain adequate records of all expenditures incurred under the Contract. 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, DHS, 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 Contract held by Contractor. The Contractor shall retain all documents applicable to the Contract for a period of not less than six (6) years after the final payment is made or longer where required by law.

ARTICLE 8. TERMINATION OF CONTRACT

The Division, DHS, and/or Contractor may terminate this Contract at any time **for cause** by delivering thirty (30) days written notice to the other parties

Contractor may terminate this Contract **at will** by delivering ninety (90) days written notice to the Division and DHS.

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

- (1) If Division funding from federal, state, or other sources is not obtained and/or continued at levels sufficient to allow for payments required under the terms of this Contract; provided,

however, that the Contract may be modified to accommodate a reduction or increase in funds if mutually agreed to in writing.

(2) If federal or state laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that the Radiological Field Team Services are no longer allowable or appropriate for purchase under this Contract or are no longer eligible for the funding proposed for payments under this Contract.

(3) If any license or certification required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed.

Upon termination of the Contract for any reason, the Division and DHS have no obligation to make any further payment under the Contract. For example, if the Contract is terminated in year two, then the Division and DHS have no obligation to make any payment for years three and four.

Upon termination of the Contract for any reason, Contractor will refund to the Division within sixty (60) days of the termination payments made to the Contractor for the contract year in which the termination occurs based in proportion to the number of days remaining in the contract year.

Insufficient Funds: The obligation of the Contractor under this Contract is contingent upon the availability of funds to the Division and the allotment of funds to Contractor. Contractor may, upon thirty (30) days prior written notice, terminate this contract if funds are not available.

ARTICLE 9. APPLICABLE LAW

This Contract 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, ordinances, rules and regulations in effect during the period of this Contract and which may in any manner affect the provision of Radiological Field Team Services or participation in training.

ARTICLE 10. 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.

ARTICLE 11. SUCCESSORS IN INTEREST

The provisions of the Contract shall be binding upon and shall inure to the benefit of the parties to the Contract and their respective permitted successors and assigns.

ARTICLE 12. 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. All notices to be given under the terms of this contract shall be in writing and signed by the person serving the notice and shall be sent registered or certified mail, return receipt requested, postage prepaid or hand delivered to the addresses of the parties. Such notices or reports shall be directed to:

For the Division of Emergency Management:

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

For the Department of Health Services:

ATTN: Administrator
Division of Public Health
Department of Health Services
PO Box 2659
Madison, WI 53701-2659
Telephone #: (608) 266-1251
FAX #: (608) 267-2832

For the City of Appleton:

Chief Jeremy Hansen
Appleton Fire Department
700 N. Drew Street
Appleton, WI 54911
Telephone #: (920) 832-5810

ARTICLE 13. SEVERABILITY

If any provision of this Contract 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 Contract did not contain the particular provision held to be invalid.

ARTICLE 14. AMENDMENTS

The terms of this Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of Division, DHS, and Contractor.

ARTICLE 15. APPROVAL AUTHORITY

Contractor's representative(s) certify by their signature herein that he or she, as the case may be, has the necessary and lawful authority to enter into contracts and agreements on behalf of the local government entity.

ARTICLE 16. NO WAIVER

No failure to exercise, and no delay in exercising, any right, power or remedy, including payment, hereunder, on the part of the Division, DHS, State, or Contractor shall operate as a waiver hereof, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No express waiver shall effect 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, DHS, State or Contractor therein. 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.

ARTICLE 17. CONSTRUCTION OF CONTRACT

This Contract is intended to be solely between the parties hereto. No part of the Contract 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.

ARTICLE 18. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed the original, and all of which together shall constitute one and the same instrument.

ARTICLE 19.

This Contract constitutes the entire agreement between the Division, DHS and Contractor with respect to the subject matter of this Contract and supersedes all prior discussions, negotiations, and agreements, written or oral, with respect to such subject matter.

Approving Signatures:

ON BEHALF OF THE DIVISION OF EMERGENCY MANAGEMENT (DIVISION)

Dated this ___ day of _____, 2023

Greg Engle, Division Administrator

ON BEHALF OF THE DEPARTMENT OF HEALTH SERVICES

Dated this ___ day of _____ 2023

Division of Public Health

**CITY OF APPLETON, WISCONSIN
A Wisconsin Municipal Corporation**

Agreement: Contract for Radiological Field Team Services

Date: _____

By: _____
Jake Woodford, Mayor

Attest: **Kami Lynch, City Clerk**

Approved as to form:

Christopher Behrens, City Attorney

Countersigned pursuant to §62.09(10), Wis. Stats.:

Jeri A. Ohman – Finance Director

On behalf of the Appleton Fire Department

Jeremy Hansen, Fire Chief



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

**PARKS, RECREATION & FACILITIES
MANAGEMENT**

Dean R. Gazza, Director

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

TO: Finance Committee

FROM: Dean R. Gazza

DATE: August 7, 2023

RE: Action: Award the 2023 Lundgaard Park Development Project contract to Vinton Construction Company in the amount of \$911,177.70 with a contingency of \$137,000 for a project not to exceed \$1,048,177.70.

The 2023 CIP includes \$2,000,000 for the development of Lundgaard Park. The remaining fund balance is allocated for engineering/design, geotechnical services, and construction administration. Work includes the construction of two pickleball courts, basketball court, playground, court lighting, fire department memorial plaza, interior walking paths, utilities, and landscaping. Construction is anticipated to be completed by June 2024.

The bids were received as follows:

Vinton Construction Company	\$911,177.70
Northeast Asphalt, Inc.	\$948,058.15

Our consulting engineer has written the City of Appleton a formal letter of recommendation to award the contract to Vinton Construction Company. Therefore, the Parks, Recreation, and Facilities Management Department recommends awarding the contract to Vinton Construction Company in the amount of \$911,177.70 with a contingency of \$137,000 for a project not to exceed \$1,048,177.70.

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

To: Finance Committee

From: Matthew Tooke

RE: Partial Tax Refund for Dental Associates, Manos Holding North Appleton LLC

Date: 08/03/2023

Manos Holding North Appleton LLC is the owner of parcel 31-1-6510-39, located at 2115 E. Evergreen Dr. In June of 2021, their agent Karla Nettleton of Reinhart Law appeared at the 2021 Board of Review (BOR) contesting the assessment of \$1,754,300, stating their opinion of assessed value to be \$740,770. The assessment was sustained by the BOR. Reinhart Law then filed an excessive assessment claim (74.37) by the statutory deadline. In February of 2022 the Finance Council denied this claim.

The 2022 assessment remained the same at \$1,754,300 and in May of 2022, Reinhart Law filed a Request for Waiver of BOR Hearing. This was granted by the Board of Review due to the ongoing litigation.

Reinhart Law timely filed a lawsuit with the Circuit Court for 2021 and 2022 claiming that the correct assessment is \$700,000. The City Attorney's office hired Ted Waskowski of Stafford Rosenbaum LLP as outside council who timely filed an answer with the court. Mediation has taken place between Stafford Rosenbaum and Reinhart Law, agreeing to a fair market value of \$1,500,000 for the 2021 and 2022 assessment years.

A \$1,500,000 fair market value equates to the following assessments based on the city's level of assessments:

2021 assessment: $\$1,500,000 \times 0.8831670140$ average assessment level = \$1,324,751

2022 assessment: $\$1,500,000 \times 0.7936590030$ average assessment level = \$1,190,489

This would result in the city refunding \$21,326.18 upfront, then going through the chargeback process with the DOR to recoup \$12,158.54 from the other taxing entities. **The Cities portion of the refund is \$9,167.64.**

In weighing our options, including litigating in court, it is my opinion that the proposed resolution is in the best interest of the taxpayers and the city. Therefore, I recommend that this resolution regarding Manos Holdings be APPROVED.

BREAKDOWN OF PARTIAL TAX REFUND

2021 Taxes based off actual tax bill

County	\$6,655.22
Local	\$15,608.99
Appleton School	\$12,673.20
Fox Valley Tech	\$1,793.24
Total	\$36,730.65
First Dollar Credit	-\$57.42
Lottery and Gaming Credit	\$0.00
Nex Property Tax	\$36,673.23

2022 Taxes based off actual tax bill

County	\$6,755.66
Local	\$16,633.16
Appleton School	\$13,206.52
Fox Valley Tech	\$1,777.28
Total	\$38,372.62
First Dollar Credit	-\$60.35
Lottery and Gaming Credit	\$0.00
Nex Property Tax	\$38,312.27

2021 Taxes based off \$1,324,751

County	\$5,025.66
Local	\$11,787.05
Appleton School	\$9,570.10
Fox Valley Tech	\$1,354.16
Total	\$27,736.97
First Dollar Credit	-\$57.42
Lottery and Gaming Credit	\$0.00
Nex Property Tax	\$27,679.55

2022 Taxes based off \$1,190,489

County	\$4,584.47
Local	\$11,287.46
Appleton School	\$8,962.10
Fox Valley Tech	\$1,206.08
Total	\$26,040.12
First Dollar Credit	-\$60.35
Lottery and Gaming Credit	\$0.00
Nex Property Tax	\$25,979.77

Total Refund **\$8,993.68**

Local Refund **\$3,821.94**

Total Refund **\$12,332.50**

Local Refund **\$5,345.70**

Total for both years

Total **\$21,326.18**

Local **\$9,167.64**



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

Department of Utilities
Water Treatment Facility
2281 Manitowoc Rd.
Menasha, WI 54952
920-997-4200 tel.
920-997-3240 fax

TO: Chairperson and Members of the Utilities Committee

FROM: Chris Shaw, Utilities Director

DATE: July 31, 2023

RE: *Award Engineering Services Contract for the AWTF Clearwells and Lindbergh Standpipe Project to McMAHON Associates, Inc., in the amount of \$39,100 with a 10% contingency of \$3,910 for a project total not to exceed \$40,010*

BACKGROUND:

The Appleton Water Utility includes a North and South Clearwell with a capacity of 5.2 million gallons. Additionally, the utility includes a 2.0-million-gallon Lindbergh Standpipe. All three of these tanks are required by WDNR to be taken out of service, cleaned, inspected, and to have necessary maintenance performed. The Lindbergh Standpipe had a coatings project in 2019 and minor maintenance items will need to be attended to. The two clearwells have maintenance and improvements that has been estimated to be approximately \$350,000. For the project to move forward, an engineering firm is necessary to perform the regulatory inspection and identify the construction work in the form of bidding documents.

Invitations for professional services proposals were sent to three engineering firms. The firms were selected for their project familiarity and project team members that had a history of similar water industry project work. AECOM was initially interested but did not propose.

An evaluation team completed the review of the two proposals and scored according to the results in the table. Of the submitted proposals, the evaluation team found that Strand Associates had scored the highest and provided a proposal that met the City's needs. McMAHON provided a lesser score but did propose a least cost. The evaluation team completed the value evaluation to provide whether the additional costs for the Strand Associates proposal were worth justifying. The formula produced results that McMAHON provided the best overall project value. In addition, McMAHON had been the original engineer for the AWTF North and South Clearwells.

COMPANY	QUOTE	SCORE	VALUE	RANK
McMAHON Associates	\$39,100	84	\$465/pt	1
Strand Associates	\$89,710	96	\$935/pt	2
AECOM	DNP	NA	N/A	N/A

*DNP – Did Not Propose

RECOMMENDATION:

I recommend awarding an Engineering Services Contract for the AWTF Clearwells and Lindbergh Standpipe Project to McMAHON in the amount of \$39,100 with a 10% contingency of \$3,910 for a project total not to exceed \$43,010.

If you have any questions regarding this project please contact me, Chris Shaw, at ph: 832-5945.



DEPARTMENT OF PUBLIC WORKS
Engineering Division
100 North Appleton Street
Appleton, WI 54911
TEL (920) 832-6474

To: HR/IT Committee
From: Danielle Block, Director of Public Works
Date: June 29, 2023
Re: Traffic Engineer Position

The Department of Public Works Traffic Section has identified a need within our organization structure. Currently the Traffic Section engineering staff includes the City Traffic Engineer, Traffic Engineer, and Traffic Engineering Specialist.

The Traffic Engineering Specialist position was created in 2021 to assist with a variety of technical duties and to support the Traffic Engineers. The duties of this position have proven to be more advanced and requires additional educational background. Further, there are cross-training and succession planning benefits to employing an additional engineer within the Traffic Section.

Table of Organization:

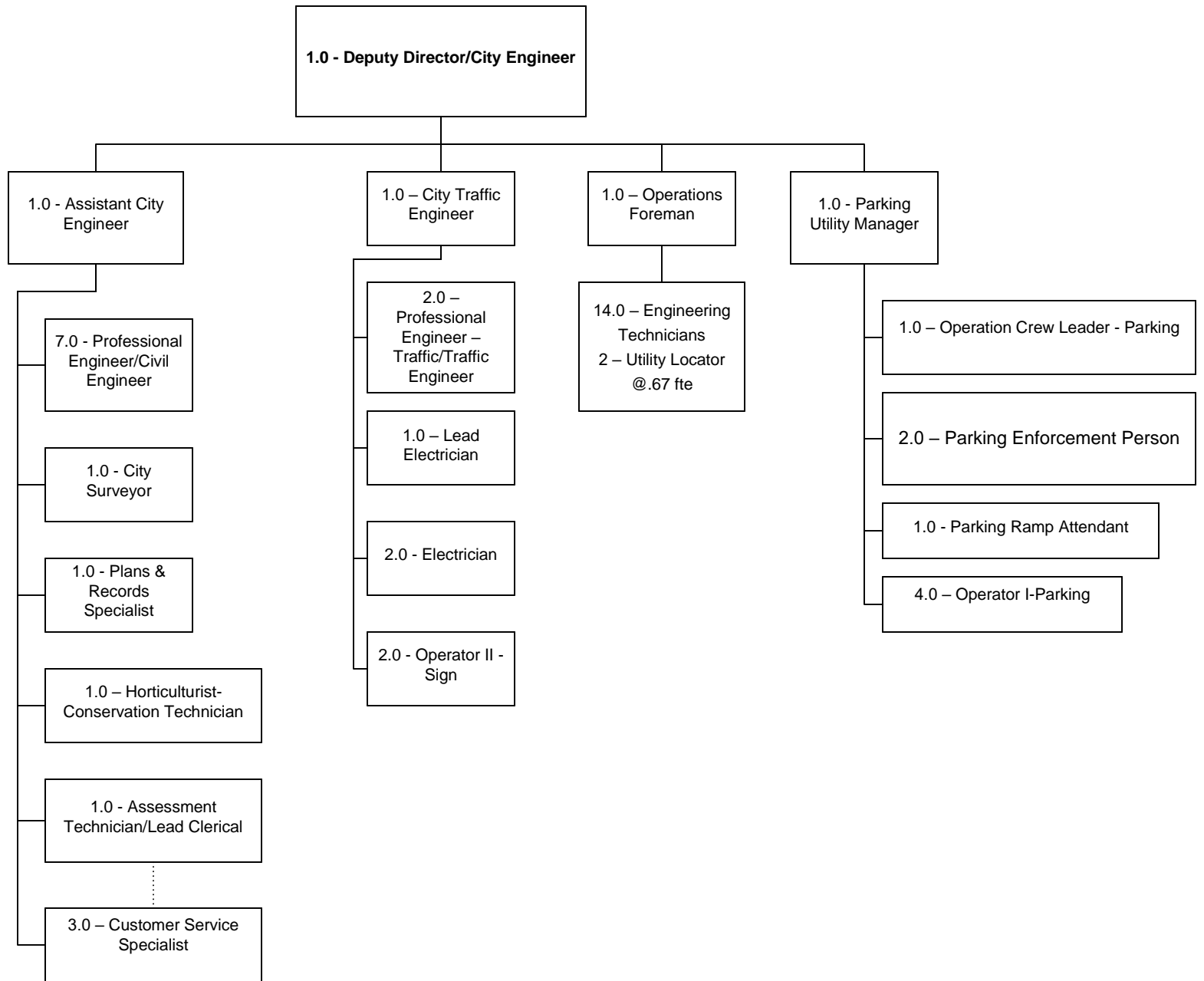
The proposed change includes an update of the title Traffic Engineer to **City Traffic Engineer**. This change would be consistent with how Engineer Lom's title has been presented over the years.

It also includes the elimination of the Traffic Engineering Specialist position and replacing it with a **Professional Engineer – Traffic / Traffic Engineer**. This position is a Grade 9 or 11, depending on whether the engineer is a licensed Professional Engineer within the State of Wisconsin. Licensure is not required but likely preferred. With this change there would now be two traffic *engineering* positions, both positions would report to the City Traffic Engineer.

Fiscal Impact:

The previous Traffic Engineering Specialist position was Grade 7. There is overlap in the pay range from this Grade to a Grade 9 and 11. To recruit and fill this position in 2023, any budgetary impact would be offset by vacant salary dollars that exist within the Traffic Engineering budget. This position adjustment would be included in the 2024 budget proposal.

Based upon the above, I am respectfully requesting that the Committee and Council approve the changes to the Department of Public Works Traffic Division Table of Organization.



DRAFT 7/24/23



July 21, 2023

To: Human Resources Committee
City of Appleton Common Council

From: Ron McDonald, General Manager

Subject: Authorization to add a full-time, represented Maintenance Utility position to the Table of Organization

Valley Transit is requesting authorization to add a full-time represented Maintenance Utility position to the Table of Organization. Below is a delineation of why this request is needed.

Valley Transit continues to struggle with employee recruitment efforts. Multiple part-time Maintenance Utility positions remain vacant. For greater than one-year, Valley Transit mechanics have been required to work overtime to complete the tasks typically done by a utility person.

Due to staffing shortages at other businesses and departments, Valley Transit has additional minor maintenance responsibilities throughout the Fox Cities. Examples include bus shelter cleaning, trash removal, snow removal, and bus stop sign repairs/replacement.

Renovation and construction began at Valley Transit's Whitman Avenue Administrative and Maintenance facility. In preparation of this building expansion, staff is planning for the additional daily maintenance in and around the facility. Additional attention will be required to keep this new facility in a state of good repair.

The information above is not meant to be all inclusive but to provide insight as to why Valley Transit is requesting to change its Table of Organization at this time.

Cost Analysis:

This position will be represented by the International Brotherhood of Teamsters Union within guidelines established in the labor contract. The pay range for a Maintenance Utility worker is \$19.05-\$22.90 per hour in 2023. Cost savings with less overtime and vacant positions will pay for this change in 2023 and 2024.

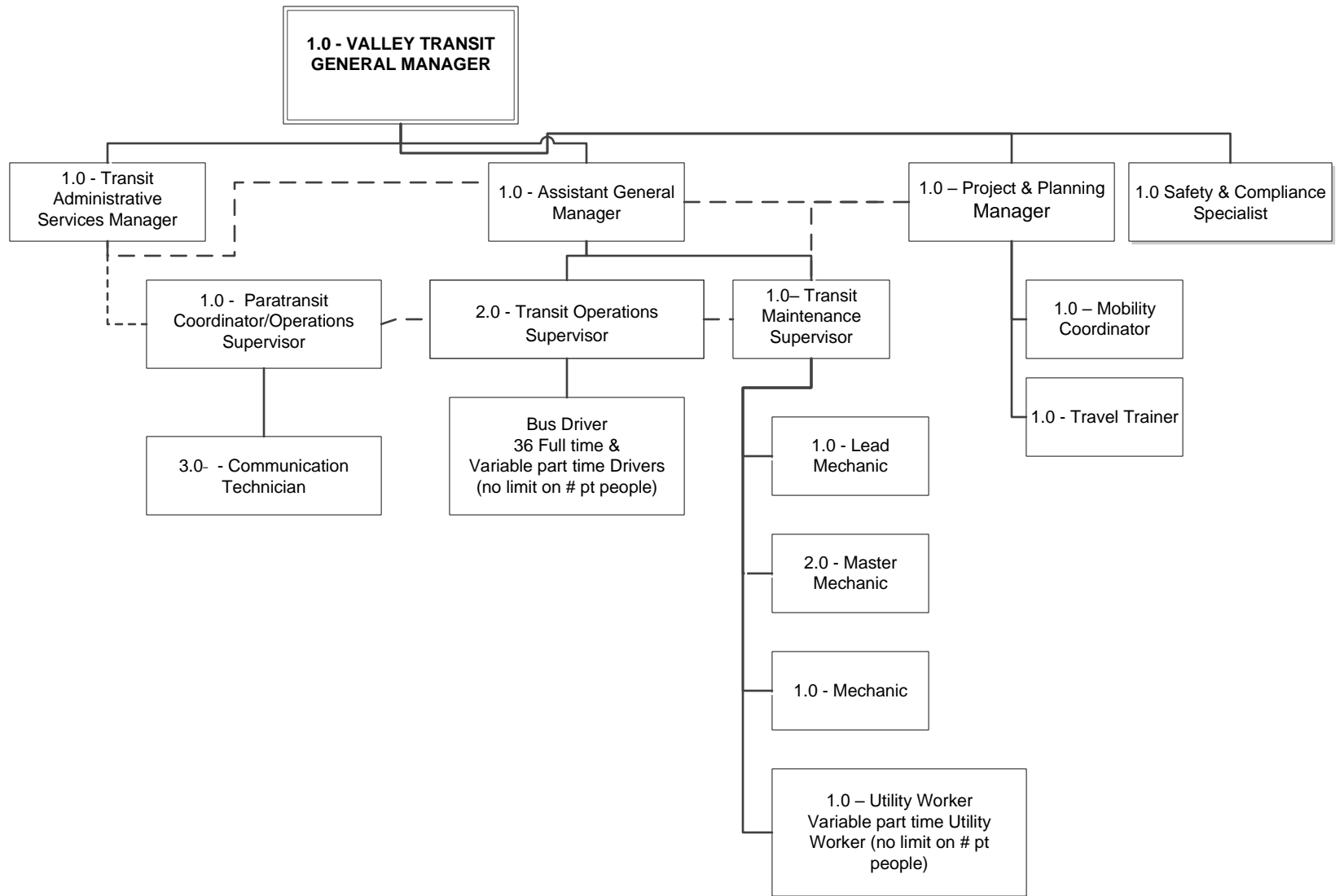
In future years, this position will be budgeted with 60% paid for by combined WisDOT and FTA grants. The remaining 40% is paid for through multiple local funding sources. I anticipate the annual impact to the City of Appleton portion of Valley Transit's budget is less than \$5,000 per year.

Recommendation:

Authorization to modify Valley Transit's Table of Organization by adding a full-time Maintenance Utility position.

Respectfully submitted by,

Ron McDonald



Draft 7/24/2023