



# City of Appleton

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

## Meeting Agenda - Final-revised Common Council

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Wednesday, December 20, 2023

7:00 PM

Council Chambers

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- 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
  - [23-1521](#) Common Council Meeting Minutes of December 6, 2023
  - Attachments:** [CC Minutes 12-6-23.pdf](#)
- G. BUSINESS PRESENTED BY THE MAYOR
  - [23-1522](#) Recognition of Director Chris Shaw
  - [23-1523](#) Downtown Appleton Christmas Parade Awards
  - [23-1524](#) Fox Cities Chamber/Regional Partnership Update - Becky Bartoszek (CEO) & Eric Broten (VP Economic Development)
  - Attachments:** [Appleton FCRP q4 2023 report.pdf](#)
- H. PUBLIC PARTICIPATION
- I. PUBLIC HEARINGS
- J. SPECIAL RESOLUTIONS
- K. ESTABLISH ORDER OF THE DAY

## L. COMMITTEE REPORTS

## 1. MINUTES OF THE MUNICIPAL SERVICES COMMITTEE

[23-1476](#) Resolution #15-R-23 Parking Facility & Management Study

**Attachments:** [#15-R-23 Parking Facility & Management Study.pdf](#)

**Legislative History**

12/11/23	Municipal Services Committee	recommended for approval
12/11/23	Municipal Services Committee	recommended for denial

[23-1489](#) Approve the Department of Public Works 2024 Fee Schedules

**Attachments:** [2024 Fee Schedules.pdf](#)

**Legislative History**

12/11/23	Municipal Services Committee	recommended for approval
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[23-1497](#) \*CRITICAL TIMING\* Approve the award for 2024 Contract for Operation, Maintenance, monitoring at the Closed City of Appleton Landfill to SCS Engineers, in an amount not to exceed \$74,574.

**Attachments:** [Municipal Services Committee Memo Mackville 2024 award to SCS.pdf](#)

**Legislative History**

12/11/23	Municipal Services Committee	recommended for approval
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[23-1499](#) Approve the single source award for the 2024 Cap Maintenance at the Closed City of Appleton Landfill to New Paradigm Companies, LLC in an amount not to exceed \$44,000.

**Attachments:** [Mackville 2024 Cap Maintenance award to New Paradigm.pdf](#)

**Legislative History**

12/11/23	Municipal Services Committee	recommended for approval
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[23-1501](#) Approve the change to intersection traffic control at the Tonka St/Vine St intersection - follow up to six-month trial period.

**Attachments:** [Tonka St-Vine St \(UNCONTROLLED to STOP\) \(post 6-month trial\).pdf](#)

**Legislative History**

12/11/23	Municipal Services Committee	recommended for approval
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[23-1502](#) Approve the change to intersection traffic control at the Plaza Dr/Fountain Av intersection - follow up to six-month trial period.

**Attachments:** [Plaza Dr-Fountain Av \(YIELD to STOP\) \(post 6-month trial\).pdf](#)

**Legislative History**

12/11/23      Municipal Services      recommended for approval  
   Committee

[23-1503](#) Approve a parking restriction change on the 200 block of W. Prospect Av - follow up to six-month trial period.

**Attachments:** [200 W Prospect Av Parking Change \(post 6-month trial\).pdf](#)

**Legislative History**

12/11/23      Municipal Services      recommended for approval  
   Committee

## 2. MINUTES OF THE SAFETY AND LICENSING COMMITTEE

[23-1454](#) Proposed Revisions to Chapter 9 Article III of the Municipal Code related to Alcohol Licensing

**Attachments:** [2023 Chapter 9 Article III Updates - Alcohol Licensing-all.pdf](#)  
[Memo- Chapter 9 Alcohol Lic. Updates.pdf](#)

**Legislative History**

12/13/23      Safety and Licensing      recommended for approval  
   Committee

[23-1439](#) Proposed Revisions to the Alcohol License Policy

**Attachments:** [ALCOHOL LICENSE POLICY 2023 Proposed edits-all.pdf](#)  
[Memo- Alcohol Lic. Policy Updates.pdf](#)

**Legislative History**

12/13/23      Safety and Licensing      recommended for approval  
   Committee

[23-1455](#) Addition to Chapter 9 of the Municipal Code related to Fireworks Sales

**Attachments:** [Fireworks Sales- Chapter 9 Municipal Code Addition.pdf](#)  
[Memo- Fireworks Sales Addition to Chapter 9.pdf](#)

**Legislative History**

12/13/23      Safety and Licensing      recommended for approval  
   Committee

[23-1438](#) Police Department Towing Fee Schedule Change

**Attachments:** [2024 Provider Recommended Tow Service Fee Schedule .pdf](#)  
[2024 Fee Schedule Recommendations Memo.pdf](#)  
[2024 APD Recommended Fee Schedule.pdf](#)  
[2024 APD Recommended Fee Schedule Clean Copy.pdf](#)

**Legislative History**

12/13/23 Safety and Licensing recommended for approval  
Committee

[23-1435](#) Fire Department Intent to Apply - Cardiac Monitors

**Attachments:** [12-13-23 Intent To Apply-Cardiac Monitors.pdf](#)

**Legislative History**

12/13/23 Safety and Licensing recommended for approval  
Committee

[23-1436](#) "Class B" Liquor (Wine Only) license application for McFleshman's Brewing Co., LLC d/b/a McFleshman's Brewing Co., Bobby Fleshman, Agent, located at 115 S State Street.

**Attachments:** [McFleshman's Brewing Application.pdf](#)

**Legislative History**

12/13/23 Safety and Licensing recommended for approval  
Committee

[23-1385](#) Cigarette and Tobacco Products Retail License application for Blessing Flower LLC d/b/a Kush Kafe, located at 219 E College Ave.

**Attachments:** [Blessing Flower LLC Cigarette Application.pdf](#)

**Legislative History**

12/13/23 Safety and Licensing recommended for approval  
Committee

[23-1388](#) Taxicab Company License Application for Evergreen Campsites & Resort, Owner, Jim Button, W5449 Archer Lane Wild Rose, WI 54984.

**Attachments:** [Evergreen Campsites and Resort Renewal Application.pdf](#)  
[Special Issuance - Taxicab Company License.pdf](#)

**Legislative History**

12/13/23 Safety and Licensing recommended for approval  
Committee

[23-1389](#) Taxicab Company License Application for L&M Carriage Service, Owner, Mike Gildernick, 3140 Mid Valley Rd De Pere, WI 54115.

**Attachments:** [L&M Carriage Application.pdf](#)  
[Special Issuance - Taxicab Company License.pdf](#)

**Legislative History**

12/13/23 Safety and Licensing recommended for approval  
 Committee

[23-1394](#) Pet Store application for Lucky Fish & Aquarium LLC, Keeteekune Thao, Applicant, located at 337 W Wisconsin Ave, contingent upon approval from the Inspections department.

**Attachments:** [Lucky Fish & Aquarium LLC Application.pdf](#)

**Legislative History**

12/13/23 Safety and Licensing recommended for approval  
 Committee

[23-1414](#) 2024 Secondhand Article, Secondhand Jewelry and Pawnbroker License renewal applications, contingent upon approval from all departments.

**Attachments:** [Secondhand Article License Renewals 2024.pdf](#)

**Legislative History**

12/13/23 Safety and Licensing recommended for approval  
 Committee

[23-1506](#) Class "B" Beer & "Class B" Liquor License Change of Agent application for Lawrence University of Wisconsin d/b/a The Viking Room, New Agent, Brittany M. Bell, located at 615 E. College Ave.

**Attachments:** [The Viking Room Change of Agent.pdf](#)

**Legislative History**

12/13/23 Safety and Licensing recommended for approval  
 Committee

### 3. MINUTES OF THE CITY PLAN COMMISSION

[23-1431](#) Request to approve Certified Survey Map #19-23, which crosses a plat boundary, for 1741 N. Richmond Street (Tax Id #31-5-2548-00 and #31-5-3265-00) to combine 2 parcels into 1 lot as shown on the attached map and subject to the conditions in the attached staff report

**Attachments:** [StaffReport\\_1741NRichmondSt\\_CSM19-23\\_CrossingPlatBoundary\\_For12-13-2](#)

**Legislative History**

12/13/23 City Plan Commission recommended for approval

[23-1432](#) Request to approve the Southpoint Commerce Park Plat No. 4 Final Plat as shown on the attached maps and subject to the conditions in the attached staff report

**Attachments:** [StaffReport\\_SouthpointCommerceParkPlat4\\_FinalPlat\\_For12-13-23.pdf](#)

**Legislative History**

12/13/23 City Plan Commission recommended for approval

[23-1433](#) Request to approve City acquisition and accept the dedication of the proposed outlots identified for public trail purposes within Southpoint Commerce Park, per Wis. State Statute §62.23(5), as shown on the attached maps and the 2017 Trails Master Plan

**Attachments:** [Memo\\_PlanCommission\\_Southpoint\\_TrailAcquisitionandDedication\\_For12-13-2](#)

**Legislative History**

12/13/23 City Plan Commission recommended for approval

#### 4. MINUTES OF THE PARKS AND RECREATION COMMITTEE

[23-1471](#) Adopt the Proposed Revised Houdini Plaza Rental and Fee Schedule Policy

**Attachments:** [Houdini Plaza Rental and Fee Schedule Policy Memo.pdf](#)

[Houdini Plaza Rental and Fee Schedule - CLEAN.pdf](#)

[Houdini Plaza Rental and Fee Schedule - REDLINED.pdf](#)

**Legislative History**

12/11/23 Parks and Recreation Committee recommended for approval

[23-1472](#) Request to Adopt the Proposed Revised Jones Park Rental and Fee Schedule Policy

**Attachments:** [Jones Park Rental and Fee Schedule Policy Memo.pdf](#)

[Jones Park - Rental Fee Policy - CLEAN.pdf](#)

[Jones Park - Rental Fee Policy - REDLINED.pdf](#)

**Legislative History**

12/11/23 Parks and Recreation Committee recommended for approval

#### 5. MINUTES OF THE FINANCE COMMITTEE

[23-1407](#) Resolution #13-R-23 To Use ARPA Funding for Flock License Plate Reading Cameras for APD

**Attachments:** [#13-R-23 ARPA Funds for Flock License Cameras for APD.pdf](#)

**Legislative History**

11/20/23 Finance Committee held  
 12/11/23 Finance Committee recommended for approval  
*Motion to amend resolution to reallocate ARPA funds (within the Community Wellness, Mental Health, and Violence Prevention fund) to move \$125,000 to lost revenue fund to allow for the leasing of an additional 10 Flock cameras.*

*Motion by Ald. Hartzehim; seconded by Croatt.*

*Vote: 3-1 (Ald. Fenton nay)*

[23-1408](#)

Resolution #14-R-23 Changing the Timeline for Budget Delivery to the Common Council

**Attachments:** [#14-R-23 Change Budget Delivery to Council Timeline.pdf](#)

**Legislative History**

11/20/23 Finance Committee held  
 12/11/23 Finance Committee recommended for approval  
 12/11/23 Finance Committee recommended for denial

[23-1492](#)

Request to approve the Relocation Order associated with the reconstruction of Linwood Avenue.

**Attachments:** [1183-1185 - Linwood 2023 - Relocation Order.pdf](#)

**Legislative History**

12/11/23 Finance Committee recommended for approval

[23-1493](#)

Request to approve Change Order #1 to Scott Lamers Construction, LLC contract 35-23: Unit Y-23 Lead/Galvanized Water Service Replacements to account for additional properties added to the 2023 program totaling \$74,193.13 resulting in a decrease in contingency from \$99,090 to \$24,896.87.

**Attachments:** [Finance Committee Memo Change Order#1 Y23-20231127.pdf](#)

**Legislative History**

12/11/23 Finance Committee recommended for approval

[23-1494](#)

Request to approve the following budget amendment:

**ARPA Special Revenue Fund**

Transfer Out - Parking Utility	+ \$244,000
Fund Balance Applied	+ \$244,000

To record use of ARPA funds as lost revenue for the Parking Utility (2/3 vote of Council required)

**Attachments:** [Memo - DPW Parking Utility 2023 Budget Amendment.pdf](#)

[Finance Committee - ARPA Memo 10-11-21.pdf](#)

**Legislative History**

12/11/23 Finance Committee recommended for approval  
[23-1495](#) Request to approve the following 2023 budget amendments:

**Facilities**

Damage to City Property + \$19,741  
 Building Repairs & Maintenance + \$19,741

To record insurance proceeds for damages to Jaycee Pavilion

**General Fund - Police**

Donation + \$22,337  
 Miscellaneous Supplies + \$ 7,592  
 Other Contracts & Obligations + \$14,745

To record donation from the Community Foundation for the Fox Valley Region, Appleton Police K9 Program

**Attachments:** [MPIC check for damage to Jaycee Park Pavilion.pdf](#)  
[Community Foundation donation memo.pdf](#)

**Legislative History**

12/11/23 Finance Committee recommended for approval

[23-1496](#) Request approval to create a Special Revenue Fund for the Ellen Kort Peace Park.

**Attachments:** [Request to Establish Special Revenue Fund.pdf](#)

**Legislative History**

12/11/23 Finance Committee recommended for approval

**6. MINUTES OF THE COMMUNITY AND ECONOMIC DEVELOPMENT COMMITTEE**

[23-1424](#) Request to approve a variance to Section 13 of the Southpoint Commerce Park Plats No. 1, 2 & 3 Deed Restrictions and Covenants to allow a 12 month extension to the City's right to repurchase Lot 1, CSM #3549 (Tax Id #31-9-5712-40) from Oshkosh AAP, LLC

**Attachments:** [Oshkosh AAP Powerline Trail Variance Request Memo 12-13-23.pdf](#)  
[SPCP Deed Restrictions.pdf](#)  
[Oshkosh AAP, LLC Accepted OTP 11-9-23.pdf](#)

**Legislative History**

12/13/23 Community & Economic Development Committee recommended for approval



[23-1425](#)

Request to approve an extension of the purchase date from September 29, 2023 to July 31, 2024 under the Development Agreement (Phase II) with Merge LLC for a mixed-use development located on the southeast corner of W. Washington Street and N. Appleton Street (Tax Id #31-2-0272-00) in Tax Increment Financing District No. 11

**Attachments:** [Merge Ph II DA Extend Purchase Date Memo to CEDC 12-13-23.pdf](#)  
[Request from Merge Purchase Date Extension Development Agreement.pdf](#)  
[1st Amendment to Dev Agrm Merge Ph II 2-3-23.pdf](#)  
[Merge Ph II Blue Ramp Recorded Dev Agrm 2-16-22.pdf](#)

**Legislative History**

12/13/23      Community & Economic      recommended for approval  
 Development Committee

[23-1426](#)

Request to approve a "no build" easement on and over a certain portion of the parcel located on the southeast corner of W. Washington Street and N. Appleton Street (Tax Id #31-2-0272-00) to be signed by the City upon receipt of \$40,000.00 from Fox Commons Properties, LLC

**Attachments:** [Fox Commons Easement Request Memo 12-13-23.pdf](#)  
[Ltr Signed by Fox Commons and Merge Re Terms of No Build Easement.pdf](#)  
[Sketch of Proposed Easement Area on Former Blue Ramp Site.pdf](#)  
[Redline - No Build Easement \(11.13.23\)-36056159-v3 and No Build Easement \(](#)

**Legislative History**

12/13/23      Community & Economic      recommended for approval  
 Development Committee

[23-1427](#)

Request to approve the allocation of approximately \$86,550 in City Program Funding for 2024 Program Year Community Development Block Grant (CDBG) Funding for a joint Appleton Health/Police Departments Community Resource Navigator position (not to exceed 15% public service cap of final CDBG 2024PY allocation amount)

**Attachments:** [CRN Position\\_CDBG Funding Request\\_CEDC Memo 12-13-23.pdf](#)  
[Community Resource Navigator\\_CDBG\\_2024\\_Health-PD\\_Full Application.pdf](#)  
[2023CommunityResourceNavigator.pdf](#)  
[Community Resource Navigator Job Description.pdf](#)  
[Dec BoH TO Draft.pdf](#)

**Legislative History**

12/13/23      Community & Economic      recommended for approval  
 Development Committee  
*Three (3) additional attachments were added to this item that were provided on the 12-13-23 HR & IT Committee and Board of Health Agendas.*

- [23-1434](#) Resolution #2023-05 Support and Authorize the Submittal of a Community Development Investment (CDI) Grant to the Wisconsin Economic Development Corporation (WEDC) by Fox Commons Properties, LLC

**Attachments:** [Memo CDI Grant FoxDen CEDC 12-13-23.pdf](#)  
[Resolution#2023-05\\_CityofAppletonSupport\\_CDIGrant\\_FoxCommons.pdf](#)  
[CDI Executive Summary Fox Commons Properties LLC.pdf](#)  
[Fox Den Food Hall draftv1.pdf](#)  
[WEDC Community Development Investment Grant Overview.pdf](#)

**Legislative History**

12/13/23 Community & Economic Development Committee recommended for approval

**7. MINUTES OF THE UTILITIES COMMITTEE**

- [23-1466](#) Award of 2024A Stormwater Consulting Services Contract for 2024 Stormwater Management Plan Reviews to Brown and Caldwell in an amount not to exceed \$50,000.

**Attachments:** [2024A-B Plan Review Award Util Memo BC and raSmith final.pdf](#)

**Legislative History**

12/12/23 Utilities Committee recommended for approval

- [23-1467](#) Award of 2024B Stormwater Consulting Services Contract for 2024 Stormwater Management Plan Review to raSmith in an amount no to exceed \$50,000.

**Attachments:** [2024A-B Plan Review Award Util Memo BC and raSmith final.pdf](#)

**Legislative History**

12/12/23 Utilities Committee recommended for approval

**8. MINUTES OF THE HUMAN RESOURCES & INFORMATION TECHNOLOGY COMMITTEE**

- [23-1464](#) Request to Over Hire Real Estate Property Lister Position.

**Attachments:** [Memo CED OverhireRequest\\_PropertyLister.pdf](#)

**Legislative History**

12/13/23 Human Resources & Information Technology Committee recommended for approval

[23-1474](#) Community Resource Navigator Table of Organization Request.

**Attachments:** [2023 Community Resource Navigator.pdf](#)  
[Community Resource Navigator JD.pdf](#)  
[Health Department Draft 12.07.23.pdf](#)

**Legislative History**

12/13/23	Human Resources & Information Technology Committee	recommended for approval
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[23-1475](#) Addition of Silica Safety Policy.

**Attachments:** [Silica Policy.pdf](#)

**Legislative History**

12/13/23	Human Resources & Information Technology Committee	recommended for approval
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## 9. MINUTES OF THE FOX CITIES TRANSIT COMMISSION

[23-1442](#) Approve the Intermunicipal Agreement with Outagamie County for Specialized Transportation Services for 2024 Contingent on Outagamie County Approval

**Attachments:** [2024 Outagaime Contract.pdf](#)

**Legislative History**

12/12/23	Fox Cities Transit Commission	recommended for approval
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[23-1443](#) Approve the Intermunicipal Agreement with Winnebago County for Specialized Transportation Services for 2024 Contingent on Winnebago County Approval

**Attachments:** [2024 Winnebago Contract.pdf](#)

**Legislative History**

12/12/23	Fox Cities Transit Commission	recommended for approval
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[23-1444](#) Approve the Intermunicipal Agreement with Calumet County for Specialized Transportation Services for 2024 Contingent on Calumet County Approval

**Attachments:** [2024 Calumet Contract.pdf](#)

**Legislative History**

12/12/23	Fox Cities Transit Commission	recommended for approval
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[23-1445](#) Approve the Intermunicipal Agreement with the City of Neenah for the Northern Winnebago Dial-A-Ride Service for 2024 Contingent on City of Neenah Approval

**Attachments:** [2024 NW Dial-A-Ride Neenah.pdf](#)

**Legislative History**

12/12/23	Fox Cities Transit Commission	recommended for approval
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[23-1446](#) Approve the Intermunicipal Agreement with the Village of Fox Crossing for the Northern Winnebago Dial-A-Ride Service for 2024 Contingent on the Village of Fox Crossing Approval

**Attachments:** [2024 NW Dial-A-Ride Fox Crossings.pdf](#)

**Legislative History**

12/12/23	Fox Cities Transit Commission	recommended for approval
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[23-1447](#) Approve 2024 - 2025 Federal Section 5310 Sub-recipient Contract

**Attachments:** [2024 - 2025 5310 GRANT AGREEMENT LSS.pdf](#)

**Legislative History**

12/12/23	Fox Cities Transit Commission	recommended for approval
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[23-1448](#) Certify Valley Transit Public Transportation Agency Safety Plan (PTASP)

**Attachments:** [PTASP Appendices.pdf](#)

**Legislative History**

12/12/23	Fox Cities Transit Commission	recommended for approval
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**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

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Wednesday, December 6, 2023

7:00 PM

Council Chambers

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A. CALL TO ORDER

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

B. INVOCATION

*The Invocation was offered by Alderperson Jones.*

C. PLEDGE OF ALLEGIANCE TO THE FLAG

D. ROLL CALL OF ALDERPERSONS

**Present:** 14 - Alderperson William Siebers, Alderperson Vered Meltzer, Alderperson Brad Firkus, Alderperson Katie Van Zeeland, Alderperson Denise Fenton, Alderperson Patrick Hayden, Alderperson Joss Thyssen, Alderperson Alex Schultz, Alderperson Vaya Jones, Alderperson Nate Wolff, Alderperson Sheri Hartzheim, Alderperson Christopher Croatt, Alderperson Chad Doran and Mayor Jake Woodford

**Excused:** 2 - Alderperson Israel Del Toro and Alderperson Kristin Alfheim

E. ROLL CALL OF OFFICERS AND DEPARTMENT HEADS

*All Departments were represented.*

F. APPROVAL OF PREVIOUS COUNCIL MEETING MINUTES

[23-1420](#)

Common Council Meeting Minutes of November 15, 2023

**Attachments:** [CC Minutes 11-15-23.pdf](#)

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

**Aye:** 13 - Alderperson William Siebers, Alderperson Vered Meltzer, Alderperson Brad Firkus, Alderperson Katie Van Zeeland, Alderperson Denise Fenton, Alderperson Patrick Hayden, Alderperson Joss Thyssen, Alderperson Alex Schultz, Alderperson Vaya Jones, Alderperson Nate Wolff, Alderperson Sheri Hartzheim, Alderperson Christopher Croatt and Alderperson Chad Doran

**Excused:** 2 - Alderperson Israel Del Toro and Alderperson Kristin Alfheim

**Abstained:** 1 - Mayor Jake Woodford

G. BUSINESS PRESENTED BY THE MAYOR

[23-1421](#)

Appointment of Election Inspectors for the 2024-2025 Election Cycle

**Attachments:** [Election Inspector Nomination Listing 2024-2025.pdf](#)

**Aldersperson Fenton moved, seconded by Aldersperson Croatt, that the appointments be approved. Roll Call. Motion carried by the following vote:**

**Aye:** 12 - Aldersperson William Siebers, Aldersperson Vered Meltzer, Aldersperson Brad Firkus, Aldersperson Katie Van Zeeland, Aldersperson Denise Fenton, Aldersperson Patrick Hayden, Aldersperson Joss Thyssen, Aldersperson Alex Schultz, Aldersperson Vaya Jones, Aldersperson Nate Wolff, Aldersperson Christopher Croatt and Aldersperson Chad Doran

**Excused:** 2 - Aldersperson Israel Del Toro and Aldersperson Kristin Alfheim

**Abstained:** 2 - Aldersperson Sheri Hartzheim and Mayor Jake Woodford

H. PUBLIC PARTICIPATION

*There was no one signed up to speak during public participation.*

I. PUBLIC HEARINGS

J. SPECIAL RESOLUTIONS

K. ESTABLISH ORDER OF THE DAY

[23-1396](#)

Approve the roadway design parameters: **Perkins Street**, from Prospect Avenue to the RR Tracks (1,480 ft), be reconstructed with concrete pavement and curb and gutter. The details of the proposed Perkins Street reconstruction project are as follows:

- New concrete pavement constructed to a width of 31' from back of curb to back of curb, which is 9' narrower than the existing street (40') within this portion of the project.
- New 5' concrete sidewalk, where none currently exists, within the project limits.
- Curb extensions (narrowing of the pavement) at Charles St to serve as traffic calming.
- Existing on-street parking would be restricted along the east side of Perkins St, within the project limits.

**Alderson Croatt moved, seconded by Alderson Fenton, that the roadway design parameters be approved. Roll Call. Motion carried by the following vote:**

**Aye:** 13 - Alderson William Siebers, Alderson Vered Meltzer, Alderson Brad Firkus, Alderson Katie Van Zeeland, Alderson Denise Fenton, Alderson Patrick Hayden, Alderson Joss Thyssen, Alderson Alex Schultz, Alderson Vaya Jones, Alderson Nate Wolff, Alderson Sheri Hartzheim, Alderson Christopher Croatt and Alderson Chad Doran

**Excused:** 2 - Alderson Israel Del Toro and Alderson Kristin Alfheim

**Abstained:** 1 - Mayor Jake Woodford

[23-1403](#)

Request to approve the 2024 Special Assessment Policy as presented, and Amethyst Drive Concrete Project (Blue Topaz to Aquamarine) be subject to the 2023 Special Assessment Policy.

**Attachments:** [2024 Assessment Policy - DRAFT 11-14-23.pdf](#)  
[Memo - DPW 2024 Special Assessment Policy.pdf](#)

**Alderson Hartzheim moved, seconded by Alderson Croatt, that the Policy be approved. Roll Call. Motion carried by the following vote:**

**Aye:** 13 - Alderson William Siebers, Alderson Vered Meltzer, Alderson Brad Firkus, Alderson Katie Van Zeeland, Alderson Denise Fenton, Alderson Patrick Hayden, Alderson Joss Thyssen, Alderson Alex Schultz, Alderson Vaya Jones, Alderson Nate Wolff, Alderson Sheri Hartzheim, Alderson Christopher Croatt and Alderson Chad Doran

**Excused:** 2 - Alderson Israel Del Toro and Alderson Kristin Alfheim

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

**Excused:** 2 - Aldersperson Israel Del Toro and Aldersperson Kristin Alfheim

**Abstained:** 1 - Mayor Jake Woodford

## 1. MINUTES OF THE MUNICIPAL SERVICES COMMITTEE

### [23-1397](#)

Approve the roadway design parameters: **Morrison Street**, from Glendale Avenue to Pershing Street (1,480 ft), be reconstructed with asphalt pavement and concrete curb and gutter. The details of the proposed Morrison Street reconstruction project are as follows:

- New asphalt pavement and concrete curb and gutter constructed to a width of 27' from back of curb to back of curb, which is 6' narrower than the existing street (33') within this portion of the project.
- Curb extensions (narrowing of the pavement) constructed at Marquette St to serve as traffic calming.
- Traffic calming circle constructed at the intersection with Lindbergh Street.
- Existing on-street parking would be restricted along the west side of Morrison Street, within the project limits.

**This Report Action Item was approved.**

[23-1398](#)

Approve request from The Boldt Company for an extension to an existing street occupancy permit for the Fox Commons City Center Plaza construction site perimeter fencing and staging on Oneida Street south of Washington Street (from E. Washington Street to N. Appleton Street) for a period ending on February 29, 2024.

**Attachments:** [The Boldt Company City Center Street Occupancy Permit Extension Request.pdf](#)

This Report Action Item was approved.

2. **MINUTES OF THE SAFETY AND LICENSING COMMITTEE**

3. **MINUTES OF THE CITY PLAN COMMISSION**

4. **MINUTES OF THE PARKS AND RECREATION COMMITTEE**

5. **MINUTES OF THE FINANCE COMMITTEE**

[23-1437](#)

Request to approve Resolution #2023-06 to Accept Interest-free Loan from WI Department of Revenue (DOR) and Decrease the 2023 Tax Levy

**Attachments:** [Resolution 2023-06.pdf](#)  
[C. Appleton Sec. 70.57\(4\)\(d\) Loan Explanation - V2.pdf](#)  
[2023 Tax Rate Analysis.pdf](#)

This Report Action Item was approved.

6. **MINUTES OF THE COMMUNITY AND ECONOMIC DEVELOPMENT COMMITTEE**

7. **MINUTES OF THE UTILITIES COMMITTEE**

8. **MINUTES OF THE HUMAN RESOURCES & INFORMATION TECHNOLOGY COMMITTEE**

9. **MINUTES OF THE FOX CITIES TRANSIT COMMISSION**

10. **MINUTES OF THE BOARD OF HEALTH**

M. **CONSOLIDATED ACTION ITEMS**

## N. ITEMS HELD

## O. ORDINANCES

## P. LICENSE APPLICATIONS AND COMMUNICATIONS REFERRED TO COMMITTEES OF JURISDICTION

## Q. RESOLUTIONS SUBMITTED BY ALDERPERSONS REFERRED TO COMMITTEES OF JURISDICTION

[23-1476](#)

Resolution #15-R-23 Parking Facility &amp; Management Study

**Attachments:** [#15-R-23 Parking Facility & Management Study.pdf](#)

## R. OTHER COUNCIL BUSINESS

## S. CLOSED SESSION

[23-1422](#)

The Common Council will go into closed session according to State Statute §19.85(1)(e) for the purposes of deliberating or negotiating the purchasing of public properties and the investing of public funds, regarding the U.S. Venture development project and then reconvene into open session.

**Alderson Hartzheim moved, seconded by Alderson Schultz, that the Common Council convene into Closed Session at 7:15 p.m. Roll Call. Motion carried by the following vote:**

**Aye:** 13 - Alderson William Siebers, Alderson Vered Meltzer, Alderson Brad Firkus, Alderson Katie Van Zeeland, Alderson Denise Fenton, Alderson Patrick Hayden, Alderson Joss Thyssen, Alderson Alex Schultz, Alderson Vaya Jones, Alderson Nate Wolff, Alderson Sheri Hartzheim, Alderson Christopher Croatt and Alderson Chad Doran

**Excused:** 2 - Alderson Israel Del Toro and Alderson Kristin Alfheim

**Abstained:** 1 - Mayor Jake Woodford

## T. ADJOURN

*Alderson Schultz moved, seconded by Alderson Croatt to reconvene into open session at 8:15 p.m. Roll Call. Motion Carried 13/0.*

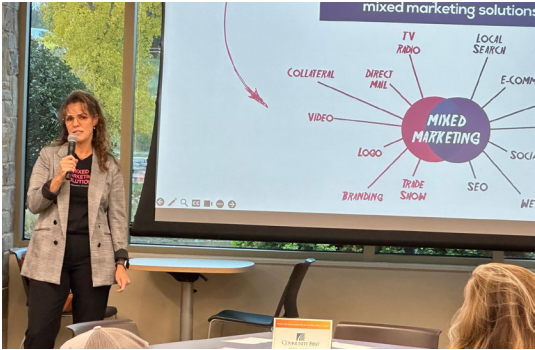
**Alderson Hartzheim moved, seconded by Alderson Wolff, that the meeting be adjourned at 8:16 p.m. Roll Call. Motion carried by the following vote:**

**Aye:** 13 - Alderperson William Siebers, Alderperson Vered Meltzer, Alderperson Brad Firkus, Alderperson Katie Van Zeeland, Alderperson Denise Fenton, Alderperson Patrick Hayden, Alderperson Joss Thyssen, Alderperson Alex Schultz, Alderperson Vaya Jones, Alderperson Nate Wolff, Alderperson Sheri Hartzheim, Alderperson Christopher Croatt and Alderperson Chad Doran

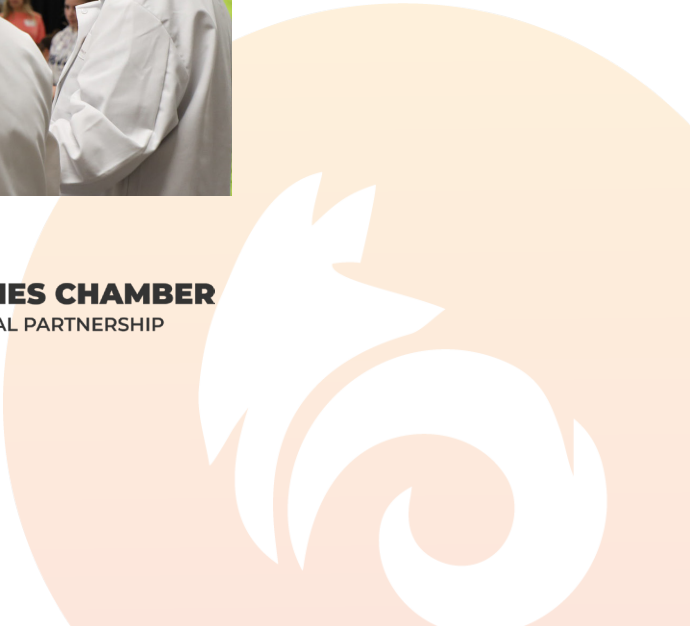
**Excused:** 2 - Alderperson Israel Del Toro and Alderperson Kristin Alfheim

**Abstained:** 1 - Mayor Jake Woodford

Kami Lynch, City Clerk



# Q4 2023 Economic Development Report



# Economic Development Events & Programs

## Connecting businesses to success

The Connection (formerly the Chamber's business awards) was a half-day event held in November that focused on learning, celebrating, and networking. Attendees learned how ATW is connecting our community to the world through a presentation by airport director Abe Weber. During CEO of the City, local mayors shared how they are connecting us to growth. We celebrated our Business Award winners and how they are connected to success. The program concluded with a social hour so attendees could make new connections.

Congrats to our business award winners: Large Business of the year: Plexus; Small Business of the Year: Wisconsin Herd; FAB Award: Xe54: A Wine and Cocktail Lounge; Community Attraction Award: ADI; Collaboration Award: The Monthlies Project; Employee Friendly Workplace of the Year: The Boldt Company; and Champion of Young Professionals of the Year: Walbec Group.



## Other events

### **Grow Seminars x 2**

We added a bonus Grow seminar in the 4th quarter. First, Coalesce Marketing & Design presented on "Reviews & Reputation Management;" then, Stellar Blue Technologies provided an overview and introduction to ChatGPT. These member-led seminars are a great way for businesses to learn and network. More than 100 business professionals combined attended these sessions.

### **Women in Leadership**

Four local, influential women took to the stage in October to talk about their experiences, challenges, rewards, and surprises during our "Women in Leadership" breakfast - a program of PULSE Young Professionals. The four panelists shared their stories of success to a full house.

## Smart Girls Rock! connects high school girls to local STEM careers

This day-long, interactive mentoring event was hosted in November at Plexus, a regional STEM employer, to connect the Fox Cities science and tech community with girls in area high schools. Smart Girls Rock! inspired the interest of over 80 female high school students in STEM careers and provided them the academic and career planning guidance they need to get where they want to go.



## Q4 Economic Development Efforts

### Atlanta site selector lunch planned

Planning for an Atlanta site selector luncheon continues, with the date now rescheduled to February 2024. The Fox Cities Chamber is planning this event in collaboration with the Green Bay Chamber, Oshkosh Chamber, Fond du Lac Chamber, ATW, Austin Straubel, and the New North. Together we will gain valuable face time with site selectors in the Atlanta market to showcase why the Fox Cities and surrounding areas are a great place to expand for businesses looking to reach a new market. Watch for updates!

### Researching student career pathways

The Fox Cities Chamber is in conversations with the Greater Phoenix Chamber on their ElevateEdAZ program, to learn ways we can better prepare Fox Cities students for tomorrow's workforce. ElevateEdAZ partners with schools and districts throughout the Greater Phoenix region to promote pathways and career and technical education programs in industries such as Architecture & Construction, Business Management & Administration, Marketing and Sales, Manufacturing, Engineering, Financial Services, Health Sciences, Information Technology & more.

### Staying in the know

Our regional economic development team continues to stay up to date on local and state economic development initiatives. In Q4 alone we attended Future WI Summit, WMC Business Day, WI Economic Summit, Manufacturing First Expo, and serve on the City of Appleton Housing Task Force.

### Showcasing the Fox Cities on WFRV

The Fox Cities Chamber partners with WFRV-TV's Local 5 Live, a weekday morning show hosted at the station.

Not only do we provide updates on the Fox Cities Chamber during our 6-8 minute segment, we bring a local business guest along to share their story. In Q4 our guests included Eclectic Candle, Octoberfest, Stellar Blue Technologies, Appleton Downtown Inc, highlights of our Q4 ribbon cuttings, and coming up on Dec. 28 is Plexus.

If you are interested in being our guest on an upcoming segment, email [lwiegert@foxcc.net](mailto:lwiegert@foxcc.net).

## New Fox Cities economic development magazine available

Get your free copies of our new economic development magazine. It's a great recruitment/retention tool published annually that focuses on why the Fox Cities is a great place to work, live, and play.

Contact Eric Broten at [ebroten@foxcc.net](mailto:ebroten@foxcc.net) for copies.



# Business Attraction and Retention

## FCCRP by the Numbers

### Appleton-specific numbers

- 439 Chamber Members
- 187 Connect Free Members
- 20 BRE Visits in 2023 + Two Business Walks w/City and ADI

### Business Attraction Projects

In Q4 the Fox Cities Chamber Regional Partnership assisted with the following business attraction projects: Project Radius, Project Green Wave, and Project Artisan. We also responded to 8 requests for economic data.

### Q4 Connect Free Memberships

The Fox Cities Chamber added 34 Connect Free members in Q4, bringing the total at this membership level to 477. Connect Free offers no cost membership to local small businesses with 5 or fewer FTEs, a nonprofit with 10 or fewer FTEs, and all freestanding restaurants.

### PULSE Memberships

Membership in our PULSE Young Professionals continues to grow and exceed our goal. In Q4 we added 84 new young professionals, bringing total memberships in the group to 611.

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## Childcare Alliance discussions continue

The alliance of early child care resource partners continues to make headway as they explore mechanisms for sustainable, community-driven funds to support child care operations and increase workforce wages. Current discussions are centered around Fund 80 Community Service Fund and ECE partnerships, voter-approved children's funds, and housing models to support ECE providers.

## Housing Now Coalition update

Housing Now Coalition, a group of stakeholders from across Northeast Wisconsin, wrapped up its public education social media campaign in October to raise public awareness of the current housing crisis and advocate for creative solutions to provide more housing for everyone. Next up is to raise awareness when housing projects are coming to municipal councils for approval.



**Questions or interested in setting up a free Business Retention & Expansion consultation?**

Contact Eric Broten, VP of Growth & Business Development, Fox Cities Chamber Regional Partnership  
ebroten@foxcc.net

**Find us online**

[FoxCitiesRegion.com](http://FoxCitiesRegion.com)



## **Resolution #15-R-23**

### **Resolution for a downtown parking facility and management study**

Submitted By: *Aldersperson Doran – District 15*

Date: *December 6, 2023*

Referred To: *Municipal Services Committee*

Whereas downtown parking is an important component to support local businesses and provide downtown visitors adequate places to park; and,

Whereas the City of Appleton Department of Public Works currently maintains and operates three parking ramps providing roughly 2,700 parking stalls for permit and hourly parking, about 700 on-street metered parking stalls, three public skywalks and two surface lots; and,

Whereas the City of Appleton Department of Public Works has a desire to optimize best practices for publicly-owned parking assets and analyze the value and condition of said assets; and,

Whereas operating municipal parking utilities are a fiscal challenge and municipalities around the country have, for a variety of reasons, sold municipally-owned parking ramps, or leased ramps and on-street parking stalls to private management companies to generate much needed one-time and on-going revenues; now

Therefore be it resolved that the Appleton Common Council directs city staff to prepare a request for proposals to develop a parking facility strategic plan, to include a study to assess the value and conditions of the city's publicly-owned parking assets, to look at best management practices and options, including the sale or lease of parts or all of the parking utility, and to develop a downtown marketing and promotional campaign.



# DEPARTMENT OF PUBLIC WORKS

## Engineering Division

100 North Appleton Street

Appleton, WI 54911

Phone: 920-832-6474

(Effective January 1, 202~~3~~4)

## DEPARTMENT OF PUBLIC WORKS FEE SCHEDULES 2024

Description	Current Fee	Taxable Yes/No	Total	Last Date Updated
<b>PERMITS</b>				
*Meter Bags (per bag/per day) – including loading zone meters	\$9.00	Yes, add \$0.50	\$9.50	2011
Ramp Permits – monthly (Red, Yellow, Green Ramps)	\$40.00/ month	Yes, add \$2.20	\$42.20	2023
Access Card Replacement (Broken)	\$3.00	Yes, add \$0.17	\$3.17	
Lost or Stolen Permit	Pro-rated 1 <sup>st</sup> month only by ½ month	Yes, amount varies	Varies	2011
Private Directional Signs (Annual Renewal Fee)	\$20.00	No	<del>\$20.00</del>	2004
	\$10.00	No	<del>\$10.00</del>	
Block Party Permit	\$15.00	No	<del>\$15.00</del>	2011
Street Excavation Permit	<del>\$100</del> \$200 or <del>\$250</del> \$350	No		<del>2020</del> 2024
<b>Street Excavation Permit - Expedited Fee</b>	<b>\$100</b>	<b>No</b>		<b>2024</b>
Street Occupancy (Annual/City-wide)	\$250.00	No		2011
Street Occupancy (Temporary/Permanent)	\$40.00	No		2011
Private Small Cell Wireless – New Poles in Public ROW (one-time fee)	\$500 (1 to 5 poles) \$100 for each pole > 5	No		2019
Private Small Cell Wireless – Collocating on existing City Pole	Annual Fee: \$270/pole/year	No		2019
Snow Removal Hazard Charge	\$75.00 + \$.40 per foot over 100 feet	No		2000
Re-staking / Re-inspection Fee	\$40.00	No		2011

\*No Meter bag fee is charged for City sponsored Special events.



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## DEPARTMENT OF PUBLIC WORKS

### Engineering Division

100 North Appleton Street

Appleton, WI 54911

Phone: 920-832-6474

Description	Current Fee	Taxable Yes/No	Total	Last Date Updated
<b>OPERATIONS</b>				
Grass Clippings <b>Site Drop-Off</b>	\$4.00/bag	No		2013
	\$40.00/card	No		2013
Appliance Site Drop-Off	Freon \$20.00	No		2004
	Non Freon \$15.00	No		2004
Overflow Tags <b>Curbside Removal</b>	\$4.00/bag	No		2013
Weight Limit Permit	\$50.00 per address	No		
Tires – 18” diameter or smaller. (Limit four per household)	<del>\$5.00</del> \$12.00/tire	No		<del>2013</del> 2024
Noncompliant Item Curbside Removal	\$250.00	No		2022
<b>AUTOMATED CONTAINERS</b>				
35-40 gallon garbage cart	<del>\$0.50</del> \$0.60/week	No		<del>2020</del> 2024
60-65 gallon garbage cart	<del>\$1.00</del> \$1.20/week	No		<del>2019</del> 2024
90-95 gallon garbage cart	<del>\$1.50</del> \$1.80/week	No		<del>2019</del> 2024
Additional carts	<del>\$1.50</del> -\$2.00 per each 30 gallons	No		<del>2019</del> 2024
95 gallon recycling cart	No Charge			
65 gallon recycling cart	No Charge			
<b>MISCELLANEOUS</b>				
<del>Sign Permit</del>	<del>\$40.00/Sign</del>	<del>No</del>		<del>2017</del>
<del>New Elec. Contractor License</del>	<del>\$50.00 (Renewal: \$40.00/year)</del>	<del>No</del>		<del>2017</del>
<del>New Electrical Master</del>	<del>\$40.00</del>	<del>No</del>		<del>2017</del>
<del>New HVAC License</del>	<del>\$50.00 (Renewal: \$50.00/5-years)</del>	<del>No</del>		<del>2009</del>
<del>Board of Appeals</del>	<del>\$125.00</del>	<del>No</del>		<del>2009</del>
<del>Board of Building Inspection</del>	<del>\$45.00</del>	<del>No</del>		<del>2009</del>
<del>Paving Permit</del>	<del>\$40.00</del>	<del>No</del>		<del>2017</del>
Stolen Construction Sign	\$500.00	No		2022
Administrative Fee (applied to service invoices)	3%	No		2024
Small Tools Fee (applied to applicable service invoices)	3%	No		2024



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**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  
Peter Neuberger, City Engineer/Deputy Director of Public Works  
Luke Vandenberg, Project Engineer  
**Date:** November 28, 2023  
**Re:** **\*CRITICAL TIMING\* Award 2024 Contract for Operation, Maintenance, Monitoring at the Closed City of Appleton Landfill to SCS Engineers, in an amount not to exceed \$74,574.**

---

The Department of Public Works requests award of the 2024 Contract for Operation, Maintenance, and Monitoring at the Closed City of Appleton Landfill to SCS Engineers in an amount not to exceed \$74,574. This is the ninth year of a ten (10) year contract as approved in December 2015.

Work on this contract includes:

- The monthly operation and monitoring of the landfill, including the necessary reporting to WDNR;
- Regular maintenance of the site, wells, and gas system;
- Routine scheduled replacement of one monitoring well;
- Assistance with review of any changes proposed by the Valley Aero Modelers, who currently lease the site, and any proposals or concerns related to the Mackville quarry site; and
- Coordination with the Wisconsin Department of Natural Resources and the landfill cap maintenance contractor.

Per the memo dated December 1, 2015, for the award of the 2016 contract requesting contract extensions through 2025, the 2015 RFP process associated with that award, and satisfactory performance by the consultant, the Department of Public Works recommends awarding the 2024 Contract for Operation, Maintenance, Monitoring and Passive Vent Improvements at the Closed City of Appleton landfill to SCS Engineers in an amount not to exceed \$74,574.

This award is listed as Critical Timing so that coverage for any necessary response at the landfill is available January 2, 2024.



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**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  
Peter Neuberger, City Engineer/Deputy Director of Public Works  
Luke Vandenberg, Project Engineer  
**Date:** December 5, 2023  
**Re:** **Approval of a single source award for the 2024 Cap Maintenance at the Closed City of Appleton Landfill to New Paradigm Companies, LLC in an amount not to exceed \$44,000.**

---

The Department of Public Works requests approval of a single source award for the 2024 Cap Maintenance at the Closed City of Appleton Landfill to New Paradigm Companies, LLC in an amount not to exceed \$44,000.

In April 2022 the Finance Department approved DPW's request to single source the cap maintenance at the Mackville Landfill. The memo also stated that DPW Engineering may request to sole source with this same contractor in 2023 and 2024. The memo and 2022 RFP submitted for that request is attached.

Work on this contract includes:

- Cutting the grass over the entire 53- acre site at least twice,
- Applying herbicide and removal of invasive species in the north ditch line,
- Repair of settled areas as directed,
- Repair of gravel road as directed,
- Reseeding and watering areas of sparse vegetation,
- Coordination with SCS Engineers and Valley Aero Modelers

New Paradigm Companies performed well in 2023, meeting the routine mowing needs, completing herbicide treatment in the north ditch, repairing areas of settlement, regrading the area of the demolished blower building, and coordination with City staff, SCS Engineers and the Valley Aero Modelers. Therefore, the Department of Public Works requests approval of a single source award for the 2024 Cap Maintenance at the Closed City of Appleton Landfill to New Paradigm Companies, LLC in an amount not to exceed \$44,000.

## Department of Public Works – Engineering Division

### MEMO

**TO:** Jeff Fait, Purchasing Manager

**FROM:** Paula Vandehey, Director of Public Works  
Sue Olson, Staff Engineer

**DATE:** April 5, 2022

**RE:** Request to Sole Source contract for Mackville Landfill Cap Maintenance services with New Paradigm Contracting

---

The Department of Public Works is requesting approval to sole source a contract with New Paradigm Contracting to perform maintenance of the Mackville Landfill cap, in an amount not to exceed \$21,600.

The Mackville Landfill site is approximately 53 acres. Since the Mackville Landfill remediation and cap was completed in early 1996, the Operations Division of Public Works has performed maintenance of landfill cap, such as removing invasive species and sediment from the perimeter ditch, removing woody vegetation, fence maintenance and internal access road maintenance. Cutting the cap vegetation has been completed by various contractors over the years and for the past several years was included with the mowing contract bid by the Inspections Division.

In September 2021, the mowing contractor significantly damaged the landfill cap by attempting to cut the vegetation with the improper equipment under wet conditions, without notifying the City of the wet conditions or the damage. This situation, along with on-going staffing issues in the Operations Division, has forced us to reconsider how this work should best be accomplished. After careful consideration, we are recommending that moving forward the cap maintenance should be contracted separately by the Engineering Division and include all cap maintenance previously performed by the Operations Division and the Inspections Division mowing contractor.

DPW Engineering staff researched local contractors, looking for the equipment and skill set to work on a landfill site with on-going environmental monitoring, able to do the full range of work from cutting grass to ditch cleaning to gravel road maintenance. The only contractor we could find that met our requirements was new Paradigm Contracting. The owner and operator of New Paradigm Contracting is a hydrogeologist with landfill experience while working for AECOM and additional environmental work while employed with Westwood (formerly OMNNI), including work on City projects.

This contract includes both routine and non-routine work, as described in the attached RFP. Proposed pricing for cutting the cap vegetation is between the cost of the Inspections Division contract and the cost paid to Outagamie County in past years. Due to several years of limited or no maintenance in various areas of the site, DPW Engineering believes that the additional cost for quality work is needed to catch up with site maintenance. It is estimated that it may take three years to repair the health of the cap vegetation and complete the outstanding maintenance work, especially removal and control of the invasive species in the north ditch. DPW Engineering may request to sole source with this same contractor in 2023 and 2024.

CLOSED CITY OF APPLETON LANDFILL  
CAP MAINTENANCE  
2022 REQUEST FOR PROPOSAL

This document provides the anticipated scope of services for the 2022 Cap Maintenance work at the Closed City of Appleton Landfill (Mackville Landfill) located at W5007 Quarry Road in the Town of Center and is considered an integral part of the contract. Should the City request other tasks not specifically listed in this document, those will be negotiated on a case-by-case basis.

The landfill cap is two (2) feet of compacted clay covered with two (2) feet of rooting zone layer and 6 inches of topsoil. Original seed mix included cool season grasses.

1. Project Management

- Invoicing shall be no more frequent than once per month
- Contractor shall take direction from both the City and SCS Engineers (SCS)
- Contractor shall communicate with the City, SCS and the Valley Aero Modelers (VAM) as needed
- The City will provide Contractor a key to access the site
- Contractor shall notify the City immediately of any concerns of the condition of the site
- Contractor shall be responsible for the health and safety of its employee's and preparation of a site-specific health and safety plan
- Contractor shall follow applicable safety and environmental regulations

2. Site Inspections/Meetings

- Contractor shall attend up to 3 on site meetings per year, approximately 2 hours per meeting, including:
  - One on site kickoff meeting to walk the site with City and SCS staff to mark cap penetrations/structures/fencing/etc. to ensure they are protected during mowing operations
  - Annual Site Walk in the fall with City and SCS staff
- Site inspections/meetings may include City staff, SCS staff, DNR staff, VAM or any combination of these. If possible, the City will provide a minimum of five (5) working days' notice.

3. Scope of Services

3.1 Routine Services

- Contractor shall cut the site vegetation, including side slopes, but not areas mowed by VAM, twice a year. The mowing area is approximately 53 acres, and is generally bounded by the drainage ditch to the north, and existing fence lines on the west, south, and east sides. Refer to Figure 1 – Site Plan.
  - Contractor shall mow once between the dates of May 1 – June 15, and once between the dates of August 1 – September 15, when conditions allow (not during wet/soft conditions when rutting may occur).
  - Contractor to provide notice at least three (3) working days in advance of mowing.
  - Contractor shall provide a status update with photos of completed work to the City after each mowing event.
  - Contractor shall use a flail-type drum mower.



- Contractor shall notify the City and SCS during the same working day of ruts greater than four inches in depth.
- Contractor shall cut to a height of approximately four (4) inches.
- Contractor to trim vegetation around stick-ups/pipe penetrations.
- Contractor shall cut vegetation in a 30 ft area around blower building up to 6 times per year. Trim vegetation along edge of building.
- Contractor shall remove woody vegetation (trees, shrubs and brush) from the landfill cap as directed by either the City or SCS.
- Contractor is responsible for decontamination of Contractor's equipment.

### 3.2 Non-routine Services

- Contractor shall provide a plan and budget to control phragmites in the north ditch line. If funding is available, work may begin in 2022.
  - Contractor shall obtain all necessary permits for any herbicide treatment on the site. Contractor to provide records of what herbicides were used, quantity of each, and a written statement that they were applied in accordance with manufacturer directions.
- Contractor shall repair low areas on the site as budget allows and under the direction of SCS, including:
  - Providing rooting zone material
  - Providing topsoil
  - Grading areas for positive surface drainage (minimum 1% slope)
  - Seeding (WisDOT Seed Mix #20), mulching and watering until vegetation is well established
- Contractor shall repair the gravel road, including:
  - Providing material
  - Grading for positive drainage
  - Repairing washouts
  - Removing sediment buildup under driveway culvert

### 4. Contractor shall provide a Schedule of Prices, including

- Hourly rates for staff assigned to this project
- List of available equipment and hourly rates
- Cost per each site mowing (including cost per acre)
- Cost per each mowing around blower building that is not part of full site mowing
- Expenses (mileage, fuel surcharge)

### 5. Contract Attachments

- Figure 1 – Site Plan
- Insurance Requirements and Certificate
- Contractor Proposal, including
  - Statement of Qualifications
  - Any Special Conditions
  - Schedule of prices, as listed above
  - Costs for Routine Services per Section 3.1 above



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

**To:** Municipal Services Committee  
**From:** Eric Lom, City Traffic Engineer  
**Date:** December 5, 2023  
**Re:** Change to intersection traffic control at the Tonka St/Vine St intersection  
*Follow-Up to Six-Month Trial Period*

Based on request from Alderperson Meltzer, the Traffic Section recently reviewed the traffic control at the uncontrolled intersection of Tonka St/Vine St. We subsequently initiated a six-month trial period to change from no control to one-way stop control. This 3-legged "T" intersection is located two blocks east of Rankin Street and just north of Pacific Street. The land use in this area is primarily residential, except for Ellinor Restaurant, which is located at the intersection. Both streets are functionally classified as *local*. The roadway configuration at this location is highly unusual, with the Tonka/Vine intersection located just 20 feet from the Tonka/Pacific intersection.

In a typical intersection control study, we consider traffic volumes, crash history, safe approach speeds, etc. In this case, the entering volume of this intersection is relatively low, at an estimated 250 vehicles per day. A review of crash records indicated zero reportable crashes for the recent five-year period of 2018 through 2022. The critical approach speed for the intersection was found to be approximately 4 mph, which is primarily due to the building located in the SE quadrant (Ellinor Restaurant).

While this intersection does not meet the volume threshold for stop control, the critical approach speed is well below the standard for no control/yield control. As such, we recommend maintaining the one-way stop control that was implemented for the trial period.

**To accomplish this, the following ordinance action is required:**

1. **Create:** "Install a stop sign on Vine Street at Tonka Street."



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

**To:** Municipal Services Committee  
**From:** Eric Lom, City Traffic Engineer  
**Date:** December 5, 2023  
**Re:** Change to intersection traffic control at the Plaza Dr/Fountain Av intersection  
*Follow-Up to Six-Month Trial Period*

Based on a request from a concerned citizen, the Traffic Section recently reviewed the traffic control at the intersection of Plaza Dr and Fountain Av, and subsequently initiated a six-month trial period to change from yield control to two-way stop control. This intersection is located one block west of Telulah Av and one long block south of Taft Av. The land use in this area is primarily residential. Both streets are classified as *local*.

In a typical intersection control study, we consider traffic volumes, crash history, safe approach speeds, etc. In this case, the entering volume of this intersection is relatively low, at approximately 540 vehicles per day. A review of crash records indicated zero reportable crashes for the recent five-year period of 2018 through 2022. The critical approach speed for the intersection was found to be approximately 10 mph (southbound), due primarily to the home in the northwest quadrant of the intersection.

While this intersection does not meet the volume threshold for stop control, the critical approach speed is below the standard for yield control. As such, we recommend maintaining the two-way stop control that was implemented for the trial period.

**To accomplish this, the following ordinance action is required:**

1. **Create:** “Install stop signs on Fountain Avenue at Plaza Drive.”



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

**To:** Municipal Services Committee  
**From:** Eric Lom, City Traffic Engineer  
**Date:** December 5, 2023  
**Re:** Parking restriction change on the 200 block of W. Prospect Av  
*Follow-Up to Six-Month Trial Period*

At the request of Alderperson Alfheim, the Traffic Section reviewed the possibility of removing the existing 2-hour parking restriction on the south side of the 200 block of W. Prospect Av. She had been contacted by constituents that felt it was no longer necessary. A sixth-month evaluation period was approved by the Common Council at their 2/15/23 meeting (23-0110).

We did not receive any feedback or complaints from the public during the six-month trial period. Based on this, we recommend making the changes permanent.

**To accomplish this, the following ordinance action is required:**

1. **Repeal Ordinance 73-15:** “Parking be restricted to two hours from 7:00 a.m. to 7:00 p.m., except Saturdays, Sundays and holidays, on the south side of Prospect Avenue from a point 145 feet west of Oneida Street to a point 590 feet west of Oneida Street.”



## ARTICLE III. ALCOHOLIC BEVERAGES\*

### DIVISION 1. GENERALLY

#### Sec. 9-51. Adoption of state law.

(a) The provisions of W.S.A. Chapter 125 relating to the sale of fermented malt beverages and intoxicating liquors, except W.S.A. §125.03, §125.04(11), §125.05, §125.10, §125.11, §125.14, §125.15, §125.56, §125.60, §125.61, §125.62, §125.66(3) and §125.69, exclusive of any provisions thereof relating to the penalty to be imposed or the punishment for violation of the statutes, are hereby adopted and made a part of this article by reference. A violation of any such provision shall be a violation of this article. The City elects to operate under W.S.A. §125.51(3)(b).

(b) The forfeiture provisions of §125.07(4)(bs), exclusive of any operating privilege suspension, is hereby adopted and made a part of this section by reference. (Code 1965, §11.03(1); Ord 100-94, §1, 8-3-94)

#### Sec. 9-52. Operation of premises licensed for retail sales.

All ~~class A and B~~ retail alcohol licenses granted under this article shall be granted subject to the following conditions and all other conditions of this article, and subject to all other ordinances and regulations of the City applicable thereto:

- (1) Every applicant procuring a license thereby consents to the entry of police or other authorized representatives of the City at all reasonable hours for the purpose of inspection and search, and consents to the removal from the premises of all things and articles there in violation of City ordinances or state laws and consents to the introduction of such things and articles in evidence in any prosecution that may be brought for such offense.
- (2) No retail licensee shall ~~employ~~ hire any persons under twenty-one (21) years of age to handle alcohol, except as modified by W.S.A. §125.07(4)(bm).
- (3) No gambling or games of chance shall be permitted upon the licensed premises. Dice, slot machines, or any other devices of chance are prohibited and shall not be kept upon the premises, except those permitted by law.
- (4) No premises for which a ~~Class "B"~~ Class "B" Fermented Malt Beverage license, "Class B" Intoxicating Liquor license, or "Class C" Wine retail license has been issued shall be

permitted to remain open during the closing hours required by W.S.A. §125.32(3) or W.S.A. §125.68(4), and the premises shall be vacated during such hours.

- (5) Each premises shall be conducted in a sanitary manner and shall be a safe and proper place for the purpose for which used. Effective July 1, 2017, taverns serving no food shall obtain a municipal health permit from the Health Department on an annual basis, pursuant to Sec. 9-190. ~~For the purposes of this section, taverns issued a license under this section are included in the definition of Food Establishment as defined in ATCP 75 Appendix and shall be subject to and comply with the applicable provisions of ATCP 75 Appendix, unless otherwise stated herein.~~ Additionally, the Board of Health may make additional reasonable rules for the sanitation of all places of business possessing licenses under this article. Such rules or regulations may be classified and made applicable according to the class of business conducted. All such rules and regulations shall have the same force as this article and infraction thereof may be punished as a violation of this article. (Ord 78-16, §1, 11-8-16; Ord 10-21, §1, 4-7-21)
- (6) A violation of this article by a duly authorized agent or employee of a licensee or permit holder shall constitute a violation by the licensee or permit holder.
- (7) Class "A" retail licensees shall not sell, dispense, give away or furnish, directly or indirectly, fermented malt beverages for consumption off the premises between 12 midnight and 8:00 a.m., Central Standard Time. "Class A" retail licensees shall not sell, dispense, give away or furnish, directly or indirectly, intoxicating liquors including wine for consumption off the premises between 9:01 p.m. and 8:00 a.m., Central Standard Time.
- (8) Class ~~"B"~~, ~~"Class B"~~ or ~~"Class C"~~ retail licensees shall not sell, dispense, give away or furnish directly or indirectly fermented malt beverages or intoxicating liquors for consumption off the premises between 12:01 a.m. and 8:00 a.m., Central Standard Time.
- (9) *Abandonment or non-use.* Any licensee granted or issued a license to sell alcohol beverages that abandons such business shall forfeit any right or preference the licensee may have to the holding or renewal of such license. Abandonment shall be sufficient grounds for

revocation or non-renewal of any alcohol beverage license. In this section “abandon” and “abandonment” shall mean a continuing refusal or failure of the licensee to use the license for the purpose or purposes for which the license was granted by the city council for a period of one (1) year. The Common Council may, for good cause shown, extend such period.

(10) A retail fermented malt beverage, intoxicating liquor, or wine class A, B or C license shall not be granted to any applicant whereby the applicant had been convicted of selling alcoholic beverages without the proper retail license within the last eighteen (18) months.

(Ord 10-07, §1, 2-13-07; Ord 71-09, §1, 6-9-09; Ord 161-10, §1, 11-23-10; Ord 187-10, §1, 12-7-10)

**Sec. 9-53. Adoption of state law regarding sale of alcoholic beverages to intoxicated persons.**

W.S.A. §125.07(2) regarding the sale of alcohol beverages to intoxicated persons in violation of this article is hereby adopted by reference and made an offense punishable as a violation of this Code.

(Code 1965, §11.03(9)(a)--(c), (g), (i), (j), (l)--(n); Ord 122-91, §1, 11-6-91; Ord 98-96, §1, 11-20-96)

**Sec. 9-54. Demerit point system.**

(a) There is hereby established a point system for the purpose of guiding the Safety and Licensing Committee in the suspension or revocation of alcoholic beverage licenses. The number of demerit points is assigned according to the type of violation. This system is intended to identify habitually troublesome liquor licensees who repeatedly violate state statutes and/or City of Appleton ordinances and to take consistent action against such licensees.

(b) There is hereby assigned the following demerit points for each type of violation:

<u>TYPES OF VIOLATIONS</u>	<u>DEMERIT POINTS (per violation)</u>
Refusal to cooperate with Fire Chief, Police Chief or designees	100
Exceeding posted occupancy capacity	80
Exceeding posted occupancy capacity by more than 30%	150
Sale to person under age 21	80
Person under age 21 on premises	80

Sale to intoxicated person	80
False statement on application	70
Operating while license is suspended	200
Unauthorized transfer/use of license	90
Conducting unlawful business	150
No licensed bartender on premises	40
Open after hours / failure to vacate	50
After hours carry-outs	50
Gambling / Gambling paraphernalia on premises	150
Nude or semi-nude entertainer / employee on premises	150

**TYPES OF VIOLATIONS**

**DEMERIT POINTS (per violation)**

Failure to display license	25
Owner / Employee selling controlled substances	150
Illegal drug paraphernalia on premises	100
Other acts – failure to maintain order / disorderly conduct, noise complaints, etc.	45
<i>Penalty enhancer for severe offenses</i>	100

*Enhanced penalty for conduct which*  
 (1) results in bodily harm to any individual;  
 (2) creates a substantial risk of death or bodily harm;  
 (3) involves the use of a firearm or other dangerous weapon; or  
 (4) demonstrates an ongoing disregard for the requirements of state law or municipal ordinances

**HEALTH CODE VIOLATIONS**

**DEMERIT POINTS (per violation)**

Non-critical violation	25
Critical violation	80

(c) **Calculating violations.** In determining the accumulated demerit points, the date of conviction shall be used as the basis for assigning demerit points per violation. Points shall be assigned only after conviction for violations.

(d) **Suspension and revocation of license.** The Police Department shall notify the Safety and Licensing Committee of any convictions which result in the assessment of demerit points against any licensee.

Following this notification, or the filing of a complaint pursuant to W.S.A. §125.12, the Committee shall hold a hearing if required by W.S.A. §125.12 or this section, and shall take the following action, after first determining the number of demerit points to be assessed against the licensee:

- (1) For demerit points totaling 25-149 within a 24-month period, a warning to the licensee of the consequences of additional violations. The licensee shall appear before the Safety and Licensing Committee and inform the Committee of the licensee's efforts to rectify the issues that caused the imposition of the demerit points.
- (2) For demerit points totaling 150-199 within a 24-month period, suspension of the license for a period of not less than ten (10) days nor more than ninety (90) days.
- (3) For demerit points totaling two hundred (200) or more within an 36-month period, revocation of the license. Whenever any license is revoked, at least six (6) months from the time of such revocation shall elapse before another license shall be granted for the same premises, and twelve (12) months shall elapse before any other license shall be granted to the person whose license was revoked.

(e) **Scope.** Nothing in this section shall be construed to conflict with, abridge or modify, the rights or procedures established for revocation or suspension of licenses in W.S.A. §125.12. Notwithstanding the requirements of this section, the Safety and Licensing Committee may require the appearance before it of any licensee at any time.

(f) **Transfer/sale of licensed business.** Upon the transfer or sale of the licensed business, all accumulated demerit points shall be canceled unless any of the following apply:

- (1) The new licensee is related to the former licensee by blood, adoption or marriage;
- (2) The new licensee held a business interest in the previous licensed business, real estate or equipment
- (3) The former licensee or an individual related to the former licensee by blood, adoption or marriage retains an interest in the business, real estate or equipment used by the business;
- (4) The new licensee's acquisition of the business did not involve an arm's length transaction consisting of an open market sale in which the

owner is willing, but not obligated to sell, and the buyer is willing, but not obligated to buy.

If any of the above apply, the new licensee shall inherit the demerit points previously assessed and be subject to the penalties set forth in the code.

(Ord 29-97, §1, 4-2-97; Ord 56-98, §1, 5-20-98, Ord 126-03, §1, 7-22-03, Ord 108-04, §1, 8-10-04; Ord 72-09, §1, 6-9-09; Ord 9-22, §1, 1-19-22; Ord 10-22, §1, 1-19-22)  
Editor's Note: Sec. 9-55 Quadricycles repealed via Ord 16-18, effective 2-13-18

**Secs. 9-55 – 9-70. Reserved.**

## DIVISION 2. LICENSES

### Sec. 9-71. Persons requiring license.

No person, except as provided by §9-51, shall distribute, vend, sell, offer or keep for sale at retail or wholesale, deal or traffic in, or for the purpose of evading any law or ordinance give away any intoxicating liquor or fermented malt beverage, or cause such acts to be done, without having procured a license or permit as provided in this article, nor without complying with all the provisions of this article and all statutes, ordinances and regulations of the state and City applicable thereto.

(Code 1965, §11.03(2)(a))

**Cross reference(s)**--Citation for violation of certain ordinances, §1-17; schedule of deposits for citation, §1-18.

### Sec. 9-72. Separate license required for each place of sale.

A separate license shall be required for each stand, place, room or enclosure or for each suite of rooms or enclosures which are in direct connection or communication with the place where intoxicating liquor or fermented malt beverages are kept, sold or offered for sale.

(Code 1965, §11.03(2)(b))

### Sec. 9-73. Issuance for residential premises.

No license shall be issued to any person for the purpose of possessing, selling or offering for sale any intoxicating liquor or fermented malt beverage in any dwelling house, flat or residential apartment.

(Code 1965, §11.03(2)(b))

### Sec. 9-74. Application.

Application for license to sell or deal in fermented malt beverages or intoxicating liquors shall be made in writing on the forms prescribed by law, shall be sworn to by the applicant as provided in W.S.A. §887.01 through §887.04, and shall be filed with the City Clerk ~~pursuant to not later than April 15, per~~ W.S.A. §125.51(1)(c). Application for

an operator's license shall be made pursuant to W.S.A. §125.04.  
(Code 1965, §11.03(5))

**Sec. 9-75. Classes of licenses; fees.**

(a) There shall be the following classes of licenses, which, when issued by the City Clerk under the authority of the Common Council, after payment of the fee, the amount of which is on file in the City Clerk's Office, shall permit the holder to sell, deal or traffic in intoxicating liquor or fermented malt beverages as provided in W.S.A. §125.25, §125.26, §125.27, §125.28 and §125.51.

- (1) Class "A" fermented malt beverage retail license.
- (2) Class "B" fermented malt beverage retail license.
- (3) "Class A" intoxicating liquor retail license.
- (4) "Class B" intoxicating liquor retail license.
  - a. If the City has granted or issued a number of licenses equal to or exceeding the quota established under W.S.A. §125.51, the City may still issue a license for any of the following:
    1. A full service restaurant that has seating for three hundred (300) or more persons.
      - a. The principal business during all hours of operation must be that of a restaurant which serve meals that are primarily prepared individually and served to customers at their table by waitstaff.
      - b. At any given time, three hundred (300) or more persons must be able to be seated for meal service.
      - c. The seating area shall not include outdoor seating, any bar area or any area regularly used for entertainment.
      - d. The business shall only be held out and advertised to the public as a restaurant.
      - e. Any establishment representing itself as a full service restaurant

under this subsection shall maintain that status throughout the license period. If the establishment does not maintain its status, the license shall be revoked or not renewed. The burden is on the license holder to provide evidence that the principal business is a full service restaurant that has seating for three hundred (300) or more persons.

2. A hotel that has fifty (50) or more rooms of sleeping accommodations and that has either an attached restaurant with seating for one hundred fifty (150) or more persons or a banquet room in which banquets attended by four hundred (400) or more persons may be held.
  - a. At any given time, one hundred fifty (150) or more persons must be able to be seated for meal service in any attached restaurant.
  - b. The seating area for a restaurant shall not include outdoor seating, any bar area or any area regularly used for entertainment.
  - c. Any establishment representing itself under this subsection shall maintain that status throughout the license period. If the establishment does not maintain its status, the license shall be revoked or not renewed. The burden is on the license holder to provide evidence that the principal business is a hotel that has fifty (50) or more rooms of sleeping accommodations and that the hotel has either an attached restaurant with seating for one hundred fifty (150) or more persons or a banquet room in which banquets attended by four hundred (400) or more persons may be held.
3. An opera house or theater for the performance arts operated by a nonprofit organization as defined in W.S.A. §134.695(1)(am).



- a. The sale of intoxicating beverages shall only be for consumption on the premises and only in connection with ticketed performances.
  - b. Any establishment representing itself under this subsection shall maintain that status throughout the license period. If the establishment does not maintain its status, the license shall be revoked or not renewed. The burden is on the license holder to provide evidence that the principal business is an opera house or theater for the performance of arts operated by a nonprofit organization.
- (5) Reserve “Class B” intoxicating liquor retail license.
- a. The number of ~~R~~reserve “~~C~~lass B” intoxicating liquor licenses shall be determined pursuant to W.S.A. §125.51(4)(br).
  - b. A ~~R~~reserve “~~C~~lass B” license cannot be transferred to another place or premises.
- (6) “Class C” wine retail license.
- (7) Provisional retail license.
- a. A provisional retail license may be issued by the City Clerk to a person who has applied for a Class “A”, Class “B” or “Class C” license and authorizes only the activities that the type of retail license applied for authorizes.
  - b. A provisional license may not be issued to any person who has been denied a retail license.
  - c. The provisional license expires sixty (60) days after its issuance, when a license under subsection a. is issued to the applicant or upon written notice that the Common Council denied the applicant a license, whichever is sooner.
  - d. Persons are limited to one (1) provisional license for each type of license applied for by the holder per year.

- (8) Wholesaler’s fermented malt beverage license.
- (9) ~~Temporary Class “B” fermented malt beverage or Temporary “Class B” wine~~ ~~Permit~~ license. A single meeting license may be issued to eligible organizations pursuant to W.S.A. §125.26(6) for a fee of ten dollars (\$10.00). Said license may be issued by the City Clerk upon approval of the appropriate departments and the Safety and Licensing Committee, and after the application has been on file in the City Clerk’s office for ten (10) ~~business~~ days. ~~Any application requesting an open concept license must be approved by the Common Council.~~

(10) Wine/Beer Walks

- a. A “wine walk” or “beer walk” is a single-day event at which participants are served a glass of wine or beer at multiple locations (e.g., jewelry stores, art galleries, clothing boutiques, salons, furniture stores) during their shopping visits.
- b. A qualified organization as specified in ch. 181, Wis. Stats. may be issued a Temporary “Class B” (wine only) or Temporary Class “B” (beer) license to sponsor a wine/beer walk for a specific date and time.
- c. The license includes up to 20 Temporary “Class B” wine or Class “B” beer licenses issued to participating locations for the same date and time.
- d. No more than two (2) “wine walk” Temporary “Class B” licenses may be issued during a 12-month period.
- e. No person may serve wine after 9 p.m. on premises for which Temporary “Class B” licenses for a wine walk are issued.
- f. No person may serve beer after 12 midnight on premises for which Temporary Class “B” beer licenses are issued for a beer walk.

(10) Operator's license.

- a. An operator’s license shall be valid for a two- (2-) year period and shall expire on June 30.
- b. The Clerk shall issue an identification card for operator’s licenses. Lost or stolen licenses may be replaced for a fee, the amount of which is on file in the City Clerk’s Office.
- c. Each new applicant or each applicant who

failed to renew the license shall successfully complete an approved ~~responsible beverage server~~~~bartender's awareness~~ program prior to the issuance of an operator's license, unless the applicant meets one of the requirements listed on W.S.A. §125.185(6).

(Ord 56-16, §1, 9-13-16; Ord 90-20, §1, 7-15-20)

(11) Provisional operator's license.

- a. A provisional operator's license may be issued by the City Clerk to a person who has applied for a beverage operator's license under subsection (10) above.
- b. A provisional license may not be issued to any person who has been denied an operator's license.
- c. The provisional license expires sixty (60) days after its issuance, when a license under subsection a. is issued to the applicant or upon written notice that the Common Council denied the applicant a license, whichever is sooner.
- d. Persons are limited to one (1) provisional license per year.

(12) Temporary operator licenses.

- a. A temporary operator's license may be issued only to operators employed by, or donating their services to, ~~a qualified organization for an event~~~~nonprofit corporations~~. This license may be issued by the City Clerk to a person who has applied for a temporary beverage operator's license, ~~and conforms to the requirements under subsection (10)(e) above~~.
- b. A temporary operator's license shall be valid for any period of one (1) day to fourteen (14) days and the period for which it is valid shall be stated on the license.
- c. No person may hold more than two (2) kinds of this license per year.

(13) Clubs as defined in W.S.A. §125.27.

(b) **Deposit of fee; refunds.** License fees required under this section shall be deposited with the Director of Finance at the time of application and shall be nonrefundable; except that, in the case of a Class "A"

~~fermented malt beverage, "Class A" liquor, and Class "B" fermented malt beverage, "Class B" liquor and "Class C" wine~~ license applications, nonrefundable fees, the amount of which is on file in the office of the City Clerk, for processing and the applicable rate for publication of the application as provided in W.S.A. §125.04(3)(g) shall be ~~required deposited~~ at the time of application, the remainder of the applicable license fee to be ~~required deposited~~ no sooner than fifteen (15) days before issuance.

(c) All license fees for the sale of intoxicating liquor shall be deposited with the Director or Finance at least fifteen (15) days prior to the date the license is to be issued, except for those applicants seeking licenses effective July 1 of any year may make payment of such license fees in cash or by money order if such payment is made and received by the City Clerk's Office on or before June 30 or last business day, whichever is sooner, and such applicant pays a late renewal filing fee per day in an amount on file with the City Clerk for each day such license fee is not paid within said fifteen (15) days prior to issuance.

(d) **Proration of fee.** Licenses may be granted which shall expire on June 30 of each year upon payment of such proportion of the annual license fee as the number of months or fraction of a month remaining until June 30 of each year bears to twelve (12). This section only applies to licenses with an annual cost in excess of one hundred dollars (\$100.00).

(Code 1965, §11.02(1)(b)(11), 11.03(3); Ord 76-90, §1, 9-5-90; Ord 91-90, §1, 10-4-90; Ord 109-90, §1, 12-5-90; Ord 74-91, §1, 8-7-91; Ord 96-91, §1, 9-18-91; Ord 82-92, §§1, 2, 8-5-92; Ord 4-93, §1, 1-6-93; Ord 8-94, §1, 1-5-94; Ord 44-01, §1, 2-12-01; Ord 163-07, §1, 12-25-07; Ord 73-09, §1, 6-9-09; Ord 35-11, §1, 2-8-11; Ord 124-12, §1, 11-27-12)

**Cross reference(s)**--Citation for violation of certain ordinances, §1-17; ~~schedule of deposits for citation~~, §1-18.

**Sec. 9-76. Restrictions on issuance.**

(a) No license shall be granted to any person who does not meet the requirements of W.S.A. §125.04(5).

(b) No Class "B" retail license shall be granted for any premises where any other business is to be conducted in connection with the premises, except that such restriction shall not apply to a hotel, to a restaurant not a part of or located in any mercantile establishment, to a combination grocery store and tavern, to a novelty store and tavern, to a bowling alley or recreation premises, or to a bona fide club, society or lodge that has been in existence for not less than six (6) months prior to the date of filing application for such license.

(c) No ~~class A or B~~ retail alcohol license shall be

issued to any person acting as agent for or in the employ of another, except that for Celass "B"/"Class B" retail licenses this restriction shall not apply to a hotel nor to a restaurant not a part of or located in or upon the premises of any mercantile establishment, or to a bona fide club, society or lodge that has been in existence for not less than six (6) months prior to the date of application. Such license for a hotel, restaurant, club, society or lodge may be taken in the name of an officer or manager, who shall be personally responsible for compliance with all of the terms and provisions of this article.

(d) W.S.A. §125.04(6), relating to the issuance of licenses to domestic or foreign corporations shall apply to the issuance of Celass "B" fermented malt beverage and "Celass B" intoxicating liquor retail licenses.

(e) No license shall be granted to any person under twenty-one (21) years of age, except as modified by W.S.A. §125.04(5)(d)2.

(f) No license shall be issued for operation on any premises upon which taxes or assessments or other financial claims of the City are delinquent or unpaid. It shall be the duty of the City Clerk to enforce this provision, in accordance with §9-23(b) of this code.

(g) No license shall be granted to or for any ~~premises, building, room or place~~ in the City wherein for a second time any of the provisions of this article or other provisions of any ordinance relating to the sale, manufacture or possession of fermented malt beverages or intoxicating liquors are violated and the violator convicted therefore, for a period of one (1) year from and after the date of such second violation.

(h) Each premises for which a Celass "B"/"Class B" retail license is granted shall be connected with City water and sewage facilities and shall be properly lighted and ventilated and supplied for each sex with separate sanitary toilet and lavatory facilities equipped with running water. (Code 1965, §11.03(4); Ord 73-91, §§1, 2, 8-7-91; Ord 74-09, §1, 6-9-09)

#### **Sec. 9-77. Investigation of applicant for alcohol licenses~~class B license.~~**

(a) *Generally.* The City Clerk shall notify a designee of the Chief of Police, Health Officer, Fire Chief, Director of Community Development, Inspection Supervisor and the Director of Finance of each application for a retail ~~alcohol~~class B license. These officers shall inspect or cause to be inspected each application for a retail ~~alcohol~~class B license and the premises, insofar as the application relates to their respective departments, together with such other investigation as shall be necessary to determine whether the applicant and the

premises sought to be licensed comply with the regulations, ordinances and laws applicable thereto, including those governing sanitation in restaurants, and whether the applicant is a proper recipient of a license. These officials shall each furnish the City Clerk in writing the information derived from each investigation, accompanied by approval or disapproval as to whether a license should be granted or refused. The City Clerk shall submit this information to the Safety and Licensing Committee of the Common Council for a recommendation to the Common Council for approval or disapproval.

#### **(b) *Renewals.***

(1) Renewal applications must be received 15 (fifteen) days prior to the third Wednesday in June in order to be considered a renewal. Applications for renewal will not be accepted after this date.

(2) No license shall be renewed without a reinspection of the premises and a report as originally required.

(3) Reinspection of the premises considers the application as it relates to their respective departments, together with such other investigation as shall be necessary to determine whether the applicant and the premises sought to be licensed comply with the regulations, ordinances and laws applicable thereto, including those governing sanitation in restaurants, and whether the applicant is a proper recipient of a license. These officials shall each furnish the City Clerk in writing the information derived from each investigation, accompanied by a recommendation approval or disapproval as to whether a license should be granted or refused based upon the results of that investigation.

(4) Refusals to renew licenses shall comply with Wis. Stat. Ch. 125. In determining the suitability of an applicant, consideration shall be given to the financial responsibility of the applicant, the appropriateness of the location and premises proposed, and, generally, the applicant's fitness for the trust to be reposed.

(Code 1965, §11.03(6); Ord 32-92, §1, 3-18-92; Ord 4-93, §1, 1-6-93; Ord 173-93, §1, 10-19-93; Ord 176-93, §1, 10-19-93; Ord 121-96, §1, 12-18-96, Ord 108-04, §1, 8-10-04))

#### **Sec. 9-78. Granting; term; transfer.**

Opportunity shall be given by the Common Council to any person to be heard for or against the granting of any license under this division. Upon the approval of the application by the Common Council, the City Clerk shall, upon the filing by the applicant of a receipt showing the payment of the required license fee to the Director of Finance, issue a license to the applicant. Each license shall be numbered in the order in which it is issued and shall contain the date of issuance, the fee paid and the name of the licensee. All licenses shall remain in force through June 30 after the granting thereof, unless sooner revoked. No license shall be transferable either as to licensee or location, except as provided by W.S.A. §125.04(12), and

except that the Common Council may authorize a transfer of location if the licensed premises become unsuitable for occupancy.  
(Code 1965, §11.03(7); Ord 4-93, §1, 1-6-93)

#### **Sec. 9-79. Appeal of denial.**

If the investigating authority denies an application for a license ~~or grant~~ under this division, the City Clerk shall forthwith notify the applicant ~~by certified mail~~ of the recommendation for denial and the reason therefor. The notice shall indicate that the applicant has the right to appeal the decision but must contact the City Clerk's Office within thirty (30) days of receipt of the letter to schedule the appeal before the Safety and Licensing Committee. The Safety and Licensing Committee shall hear any person for or against the granting of the license ~~or grant~~ and shall report its recommendation to the Common Council, which shall grant or deny the license ~~or grant~~.  
(Ord 45-01, §1, 2-12-01, Ord 108-04, §1, 8-10-04; Ord 75-09, §1, 6-9-09; Ord 76-15, §1, 9-22-15)

#### **Sec. 9-80. Posting; duplicates.**

(a) Every license and permit issued under this division shall be posted while in force in a conspicuous place in the room or place where fermented malt beverages or intoxicating liquors are kept for sale. No person shall post such license or permit or be permitted to post such license or permit upon premises other than those mentioned in the application, knowingly deface or destroy such license or permit, or remove such license or permit without the consent of the licensee or permit holder.

(b) Whenever a license or permit is lost or destroyed without fault of the holder or his agent or employee, a duplicate in lieu thereof under the original application shall be issued by the City Clerk on satisfying himself as to the facts, upon the payment of a fee, the amount of which is on file in the office of the City Clerk.  
(Code 1965, §11.03(8); Ord 9-94, §1, 1-5-94)

#### **Sec. 9-81. Revocation.**

Any license issued under this division for the sale of fermented malt beverages or intoxicating liquors may be revoked under §9-29, §9-54 or W.S.A. §125.12. No license fee shall be refunded where a license is revoked. Whenever any license is revoked, at least six (6) months from the time of such revocation shall elapse before another license shall be granted for the same premises, and twelve (12) months shall elapse before any other license shall be granted to the person whose license was revoked.  
(Code 1965, §11.03(10); Ord 76-09, §1, 6-9-09)

#### **Sec. 9-82. Improper exhibitions.**

(a) It shall be unlawful for any person to perform or engage in, or for any licensee or manager or agent of the licensee to permit any employee, entertainer or patron to engage in any live act, demonstration, dance or exhibition on the licensed premises which:

- (1) Expose his/her genitals, pubic area, perineum, anus, anal cleft or cleavage, anal region or pubic hair region with less than a fully opaque covering; or
- (2) Expose any device, costume or covering which gives the appearance of or simulates genitals, pubic hair, perineum, anal region or pubic hair region; or
- (3) Exposes any portion of the female breast below a point immediately above the top of the areola thereof; or
- (4) Show the covered male genitals in a discernibly turgid state; or
- (5) To engage in or simulate sexual intercourse and/or sexual contact, including the touching of any portion of the female breast or the male and/or female genitals.

(b) For the purposes of this ordinance, the term "licensed premises" means any establishment licensed by the ~~C~~ommon ~~C~~ouncil of the City of Appleton to sell alcohol beverages pursuant to Ch. 125, Stats. The term "licensee" means the holder of a retail "Class A", ~~Class "A"~~, "Class B", Class "B", ~~Class "A"~~, "Class C" license granted by the Common Council of the City of Appleton pursuant to Ch. 125, Stats.

(c) The provisions of this ordinance do not apply to the following licensed premises: theaters, performing arts centers, civic centers, and dinner theaters where live dance, ballet, music and dramatic performances of serious artistic merit are offered on a regular basis and in which the predominant business or attraction is not the offering to customers of entertainment which is intended to provide sexual stimulation or sexual gratification to such customers and where the establishment is not distinguished by an emphasis on, or the advertising or promotion of, employees engaging in nude erotic dancing.

(d) Any person, partnership or corporation who violates any of the provisions of this ordinance shall be subject to penalty as prescribed in §1-18 of this Municipal Code, in addition to liquor license suspension, revocation or renewal as provided by §9-29 of the Code and by §125.12, Wis. Stats. A separate offense shall be deemed committed on each day of which a violation occurs or

continues.

(e) If any section of this ordinance is found to be unconstitutional or otherwise invalid, the validity of the remaining sections shall not be affected.

(Ord 95-95, §1. 9-20-95)

**Secs. 9-83 - 9-100. Reserved.**



LEGAL & ADMINISTRATIVE  
SERVICES DEPARTMENT

Office of the City Clerk

Kami Lynch, Clerk

100 North Appleton Street

Appleton, WI 54911

Phone: 920/832-6443

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MEMORANDUM

**To: Safety & Licensing Committee (Chris Croatt, Chairperson), Common Council**

**From: Kami Lynch, City Clerk** *KL*

**Date: December 6, 2023**

**Re: Updates to Chapter 9 Article III Alcoholic Beverages**

There were three priorities in updating Chapter 9 of the municipal code as it relates to alcoholic beverage licensing and regulation; language/terminology clean-up, addition of relevant statutory references, and reviewing timing and analysis provisions related to applications- specifically for license renewals.

1. The first initiative was to revise terminology to properly reflect license classification. License classification depends upon the placement of quotation marks in relation to the license type, e.g., Class “A” is a fermented malt beverage license for off-premises consumption, while “Class A” is an intoxicating liquor license for off-premises consumption. Areas where the quotations were missing have been updated. Some terminology was revised for consistency throughout Chapter 9. Article III such as fermented malt beverages instead of beer and the term alcohol license to encompass all license types instead of listing them.
2. The second revision incorporates changes that have been made to Chapter 125 of Wisconsin Statutes. The addition of wine and beer walks has now been incorporated into our Municipal Code as these activities are currently occurring within our city. The regulations surrounding wine and beer walks are consistent with the statutory regulations.
3. The third revision focuses on providing clarification and parameters on alcohol license renewals. The edits clarify the timely filing of a renewal application and outlines the review criteria and process for documenting license recommendations.

<b>CITY OF APPLETON POLICY</b>		<b>TITLE: GENERAL POLICY STATEMENT ON ALCOHOL LICENSING</b>	
ISSUE DATE: unknown	LAST UPDATE: <del>June</del> <u>May</u> 2021		<u>Proposed Update:</u> <u>November 2023</u>
POLICY SOURCE: Office of the City Clerk		TOTAL PAGES: 10	
Safety and Licensing Committee Approval Date: July 29, 2010 Update approved: Oct. 28, 2010 Update approved: Oct. 13, 2011 Update approved: April 9, 2015 Update approved: May 25, 2016 Update approved: June 21, 2017 Update approved: <u>June 9, 2021</u>		Council Approval Date: August 4, 2010 Update: November 3, 2010 Update: October 19, 2011 Update: April 22, 2015 Update: June 1, 2016 Update: June 14, 2017 Update: <u>June 16, 2021</u>	

## I. PURPOSE

The City of Appleton believes the safety and welfare of its citizens and neighborhoods are of highest priority and the judicious dispensing of alcohol is in keeping with this belief. The possession of an alcohol-beer or liquor license in the city is a privilege and not a right; a privilege that must not be taken for granted but rather must be continually conditioned by the holder's adherence to applicable laws and regulations.

## II. POLICY

All licenses granted and issued for the sale of alcohol/fermented or intoxicating liquors shall be carried out under the provisions of W.S.A. Chapter 125 and the City of Appleton Municipal Code, Chapter 9, Article III.

Safety and Licensing Committee shall consider the application at a public meeting at which interested parties may be given an opportunity to be heard, at the discretion of the chair. The Committee will, by a majority vote of those present, make a recommendation to the Common Council which shall consider the application at its next regularly scheduled meeting.

In performing its review and preparing its recommendation for approval or denial of a retail license, the Safety and Licensing Committee shall take into consideration the type of operation in relation to the following community matters/concerns for the public health, safety, and welfare of the community:

- Adverse impact on traffic;

- Adverse impact on the peace, quiet and cleanliness of the neighborhood where the establishment is located;
- Insufficient parking for patrons;
- Proximity to other licensed establishments, residential areas, schools, churches, or hospitals;
- Ability or inability of the police to provide law enforcement services to the new establishment and the impact of the new establishment on the ability of the police to provide law enforcement services to the balance of the community at all times.

Operator licenses should only be denied for failure to meet statutory qualifications.

### III. DISCUSSION

Where required, no corporation, partnership or individual will be issued an alcohol license for the premises until a Special Use Permit application has been submitted. This would allow for the Community and Economic Development Department to review and determine ~~whether or not~~ whether the applicant must apply for and receive approval of a Special Use Permit pursuant to the current Zoning Code.

### IV. DEFINITIONS

Abandonment or non-use – A continuing refusal or failure of the licensee to use the license for the purpose or purposes for which the license was issued by the city for a period of one (1) year. The Common Council may, for good cause shown, extend such period.

Class “A” License – A license to sell fermented malt beverages to consumers in original packages or containers for off-premises consumption.

“Class A” License - A license to sell intoxicating liquor to consumers only in original packages or containers for off-premises consumption.

“Class A” (Cider Only) License – A license to sell cider to consumers for off-premises consumption.

Class “B” License – A license to sell fermented malt beverages to consumers for on-premises or off-premises consumption.

“Class B” License – A license to sell intoxicating liquor to consumers by the glass for on-premises consumption.

“Class C” License – A license to sell wine by the glass or in an opened original container for consumption on the premises where sold.

Combination Retail License – A license that includes both the sale of fermented malt beverages and intoxicating liquor, or a license that includes both the sale of fermented malt



beverages and wine. Intoxicating liquor licenses may not be issued without an accompanying fermented malt beverage license (e.g. Class “A” Fermented Malt Beverage & “Class A” Intoxicating Liquor License, Class “B” Fermented Malt Beverage & “Class B” Intoxicating Liquor License).

Grant – (or granting) –The approval of a license application by the governing body.

Reserve “Class B” License – A license that is not granted or issued by a municipality on December 1, 1997. The license comes with a \$10,600 initial fee and is not transferable to another premises.

Quota – The number of licenses which a municipality may grant or issue.

Issuance – Completion of the licensing process by distributing the license to the licensee after department approvals are met and proof of payment of the license fee has been received by the appropriate municipal official.

Temporary Class “B” or Temporary “Class B” ~~li~~license – A license to sell fermented malt beverages or wine at a picnic or similar gathering of limited duration. Such license may be issued only to a bona fide club, state, local, or county fair associations, agricultural societies, churches, lodges or societies that have been in existence for at least six months prior to the date of application, posts of veterans organizations, or chambers of commerce or similar civic or trade organizations organized under Chapter 181, Wis. Stats.

Reserve “Class B” license – A liquor license available under the quota system existing before December 1, 1997 that were not granted or issued by the municipality as of December 1, 1997. The number of Reserve “Class B” licenses authorized to be issued shall be determined pursuant to Wis. Stat. 125.51(4)(br).

Provisional Retail license – A license issued to a person who has applied for a Class “A”, Class “B”, or “Class C” license for a period of 60 days or when the actual license is issued to the holder, whichever is sooner.

## **V. PROCEDURES**

All new and renewal license applications shall be filed with the Office of the City Clerk on State of Wisconsin approved application forms. No other form will be accepted. A new application shall include respective ~~Supplemental~~~~Auxiliary~~ Questionnaire for each member of the legal entity, Schedule for Appointment of Agent, proof of responsible beverage server’s course (if applicable), ~~Federal TaxID Number~~~~copy of FEIN~~, copy of State Seller’s permit, and a copy of proof of control of the premises (i.e., lease or purchase agreement). A minimum \$50.00 processing fee and publication fee (\$60.00 – new application, \$20.00 – renewal application) must be paid prior to the processing of the license application. All remaining fees, including outstanding obligations to the city, must be paid or subject to an agreed-upon payment arrangement prior to the issuance of the license.

When the license application is filed for all applications for Class “A”, “Class A”, Class “B”, “Class B”, and “Class C” with the City Clerk, it shall be forwarded to the [following departments: Director of Community & Economic Development, the Inspections Supervisor, the Health Officer, the Police Chief, the Fire Chief, and the Finance Director](#) for information and review. The purpose of the review shall be to assemble information regarding applications for [alcohol licenses](#)~~beer and liquor licenses~~ which may be helpful to the Safety and Licensing Committee in its decision-making process.

When a provisional retail license is requested, the City Clerk shall inform the applicant that they must possess a Health license prior to operating this business. The City Clerk shall immediately notify the Health Department when such license has been issued.

Based upon the findings of the review, a written report by the staff member shall be submitted to the City Clerk who will present this information to the Safety and Licensing Committee. The Common Council shall not consider any application requiring staff review until it has been on file with the City Clerk for a minimum of fifteen (15) days.

The City Clerk will provide each applicant with a copy of all City policies and ordinances covering [alcohol](#)~~liquor and beer~~ licensing. In addition, the Clerk will inform the applicant that one or more meetings will be scheduled at which the applicant’s request will be discussed.

### **“Class B” License Quota**

[Pursuant to Wis Stat. 125.51\(4\) there is a quota on the number of “Class B” and Reserve “Class B” alcohol licenses. All “Class B” licenses will be issued prior to the issuance of Reserve “Class B” licenses. When all Reserve “Class B” licenses are issued, applications will be processed on a first come first served basis. The first applicant to satisfy all of the conditions for issuance of the license will receive the license.](#)

[If an applicant applies for a Reserve “Class B” license that is not yet available, and one does not come available within the license year, the applicant will need to re-apply for the license for the next year in order to continue to be considered on a first come first served basis.](#)

### **Staff Inspection Procedures**

All approving departments shall investigate and provide a written report to the City Clerk.

#### **Police Department Investigation:**

1. The character and reputation of the applicant including the applicant’s criminal record based upon a local and state check.

2. A financial background investigation of the corporation, partnership or individual.
3. If the owner is a corporation, a complete listing of all corporate officers and stock holders owning more than 10% of the shares.
4. A detailed summary of the nature of the proposed operation, to include special features or operating policies which may impact the demand for police services.
5. Whether the applicant currently has or previously had another [alcohol Class A, B](#) license in the city or in the State or is involved in multiple ownership circumstances.
6. The design, type and size of the proposed establishment and the operational details; number of floor personnel and door checkers; the groups to which the proposed establishment intends to cater; noise, crowd, parking lot control methods; outdoor facilities; and plans for live entertainment including decibel level and soundproofing measures.
7. The review of the operation should include if there is any agreed-to restriction that would enhance the application, i.e., a service bay only, beer only, the hours of operation, and the number of bar stools.

**Fire Department Investigation:**

1. Compliance with all State and Local Fire codes.
2. Proper posting of capacity sign in an approved location.
3. Fire inspection history with facility and/or owner.
4. Any other items of concern regarding fire prevention and/or suppression.

**Health Department Inspection:**

1. The proposed building's compliance with all health code provisions.
2. The condition of the building and equipment from a health-standard viewpoint.
3. Any previous problems from a Health Department standpoint with the proposed owner.
4. Other health matters of potential concern.

**Community and Economic Development Department Investigation:**

1. Ensure that all requirements of the Special Use Permit have been met. Review and determine whether ~~or not~~ the applicant must apply for and receive approval of a Special Use Permit pursuant to the current Zoning Ordinance.
2. Ensure the use of the building or property is allowed as a permitted use or special use in the Zoning District in which it is located.

3. ~~Such things as~~Anticipated changes to traffic, parking and other related issues will be reviewed for their impact on the surrounding area.
4. Other planning and development factors.

**Inspection Division Investigation:**

1. Compliance with state building code and local building and zoning code requirements.
2. Any previous building code problems with the proposed owner.
3. Other items of concern from a building inspection standpoint.

**License Renewals**

1. License renewal paperwork will be sent to current license holders by February 15<sup>th</sup> of each year.
2. Class A and Class B combination license holders may receive a discount of \$100 on their renewal application if the completed application is received by March 15<sup>th</sup>.
3. Renewal applications must be received 15 days prior to the 3<sup>rd</sup> Wednesday in June in order to be considered a renewal application. After this date, no renewal applications will be accepted, and a new alcohol license application will need to be submitted.

**Related Procedures for License Recommendations**

1. The Police, Fire, and Health departments should make a minimum of one inspection during each license year. The most recent inspection shall be used to make recommendations on granting the renewal of the license.
2. The Inspection Division shall inspect the licensed premises ~~only~~ when a new application is received, a change of ownership is requested, when changes are being made to the premises, upon the request of ~~an~~ another City department, or when a complaint against the property is received. The most recent inspection shall be used to make recommendations on granting the renewal of the license.
3. With regard to the license renewal period, all compliance requirements shall be completed before issuance. All applicants who do not apply for renewal by ~~March~~April 15<sup>th</sup> will not receive the reduced renewal fee.
4. Throughout the license year, the Police and Health Departments shall notify the ~~City Clerk~~Safety and Licensing Committee of any convictions which result in the assessment of demerit points against any licensee. The City Clerk shall notify the Safety & Licensing Committee of the current and total demerit points assessed against any licensee.
  - a. Accumulation of demerit points may be grounds for recommending non-renewal, revocation, suspension, or denial of the transfer of the license.

b. If a complaint is filed initiating proceedings to revoke or suspend a license, a hearing shall be scheduled before the Safety and Licensing Committee. If a hearing takes place, the Safety and Licensing Committee shall comply with the requirements of Section 9-54 of the Municipal Code ~~and the suspension or revocation would take place the Friday following Council action~~. Prior to the hearing date, the City Attorney may work out a settlement agreement with the licensee in lieu of the hearing. Any settlement agreement shall comply with the requirements of Section 9-54 of the Municipal Code and must be approved by the Safety and Licensing Committee and the Common Council, and begin within a 13-day period of Council action.

c. If the license is suspended by the Common Council, the City Clerk will provide that licensee with a sign that must be posted in a conspicuous location on the premises. The sign shall be in substantially the following form:

The (type of license) for this establishment:  
(establishment name,  
agent and address)  
is suspended from  
(date and time approved by Safety and Licensing Committee and Common  
Council) through  
(date and time approved by Safety and Licensing Committee and Common  
Council)  
due to the establishments violation of State Statute(s) and/or the Appleton  
City Ordinance(s) prohibiting (type of violation(s)).  
By Order of the City of Appleton Safety and Licensing Committee and the  
Appleton Common Council on  
(date suspension is approved).

## **Sale of Fermented Malt Beverages in a Park by the City**

The City cannot grant a license to sell fermented malt beverages to itself. However, pursuant to W.S.A. 125.06, the sale of fermented malt beverages can occur in a public park operated by a municipality without a license as long as the municipality authorizes the sale. The Parks and Recreation Committee has jurisdiction to consider whether the sale of fermented malt beverages shall be allowed in a park. The Committee will, by a majority vote of those present, make a recommendation to the Common Council. If the Common Council authorizes the sale of fermented malt beverages in any park the following will apply:

1. Any person serving fermented malt beverages shall obtain an operator's license.
2. The police department will periodically conduct inspections and Controlled Alcohol Transaction (CAT) checks at these locations.
3. The police department shall report any violations to the Park and Recreation Committee and the Safety and Licensing Committee.
4. Since technically a license cannot be obtained, demerit points cannot be assessed according to ordinance if a violation occurs at such a location. Therefore, demerit points shall be assessed to the location as if the location has a license in the same manner established in City Ordinance 9-54.
5. The Park and Recreation Committee shall suspend the authorization granted pursuant to W.S.A. 125.06 to sell fermented malt beverages in any public park for not less than 10 days or more than 90 days if the location accumulates demerit points totaling 150-199 within a 12-month period.
6. The Park and Recreation Committee shall revoke the authorization granted pursuant to W.S.A. 125.06 to sell fermented malt beverages in any public park for at least 12 months if the location accumulates demerit points totaling 200 or more within an 18-month period.

## **Abandonment or Non-use of Licenses**

1. Any licensee issued a license to sell alcohol beverages that abandons such business shall forfeit any right or preference the licensee may have to the holding of or renewal of such license.
2. Abandonment shall be sufficient grounds for revocation or non-renewal of any alcohol beverage license.
3. ~~The Appleton Police Department shall investigate any establishment that appears to have abandoned its license and report its findings to the City Clerk in writing.~~ A license deemed abandoned, ~~-~~ will meet the definition of abandonment or non-use under Section 9-52(9) of the Appleton Municipal Code.
4. Upon ~~knowledge of abandonment or non-use of the alcohol license receipt of this notification,~~ the City Clerk will send a certified letter to the owner(s)

and/or Agent as indicated on the original application for the sale of alcohol. The date of [abandonment indicated in the](#) letter will be the defining date for determining a one-year period.

5. The license holder may request an extension of the one-year period. An extension may be granted for good cause. Any extension of the one-year period shall be reviewed by the Safety and Licensing Committee and Common Council prior to the expiration of the one-year deadline.
6. If after one year, the establishment is still deemed as abandoned or not used, a revocation or non-renewal hearing shall be held, unless the applicant chooses to not apply for renewal of said license.

### **Temporary Class “B” Beer, “Class B” Wine Licenses**

Temporary Class “B” Beer and Temporary “Class B” Wine Licenses may be issued by the City Clerk after approval is granted by the Safety and Licensing Committee and all necessary department recommendations are satisfied.

All applications for Temporary Class “B” Beer Licenses must be on file in the Office of the City Clerk for at least ten (10) ~~business~~ days. All applications for Temporary “Class B” Wine licenses must be on file in the Office of the City Clerk for at least 15 ~~business~~ days.

**Only two (2) Temporary “Class B” Wine licenses may be issued to a single organization within a one-year period.**

Should the Safety and Licensing Committee deny any Temporary Class “B” Beer or “Class B” Wine License, such denial shall be considered as a recommendation to the Common Council. Said request is forwarded to the Common Council for action.

### **Sidewalk Café**

An ~~Class B~~ [on-premises consumption alcohol](#) license holder may serve alcoholic beverages in the sidewalk café area, [also known as the amenity strip](#), as long as a Special Use Permit has been granted for the sidewalk café and the ~~Class B~~ license has been amended to include the parameters of the sidewalk café [through a premises amendment application](#). In addition, pursuant to Section 9-262 of the Municipal Code, the licensee must comply with all regulations pertaining to sidewalk cafes.



LEGAL & ADMINISTRATIVE  
SERVICES DEPARTMENT

Office of the City Clerk

**Kami Lynch, Clerk**

100 North Appleton Street

Appleton, WI 54911

Phone: 920/832-6443

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**MEMORANDUM**

**To: Safety & Licensing Committee (Chris Croatt, Chairperson), Common Council**

**From: Kami Lynch, City Clerk** *KL*

**Date: December 6, 2023**

**Re: Updates to the Alcohol License Policy**

The Alcohol License Policy is a comprehensive document that consists of detailed information regarding license types and procedures for application and review of alcohol licenses. Revisions to the policy seek to update information with current practices/language and relevant state statutes. The two areas of the policy with substantial changes include the license renewal provisions and making changes to the abandonment/non-use section to enhance feasibility of tracking and notifying abandoned license holders.

The renewal provisions reflect the language in the proposed ordinance amendment and document the long-standing practice of offering discount rates for combination license holders if they file their renewal documents in a timely manner.

The requirements surrounding abandonment/non-use of licenses are revised to allow any department to provide notification of abandonment/non-use. Often, the inspections department is the first to be aware of such abandonment of an establishment. As the city approaches having all available Class B combination licenses issued, it's important to be diligent in the determination of abandonment or non-use of a license to prevent establishments from withholding licenses from businesses that are readily available to utilize the license.



# Appleton Municipal Code

## Chapter 09 Licenses, Permits

### ARTICLE X. MISCELLANEOUS SALES

#### DIVISION 4. FIREWORKS SALES

Permit generally... 9-569

#### **Sec. 9-569 License generally.**

- (a) **License required.** No person shall engage in the business of selling fireworks without a license obtained from the City Clerk pursuant to §9-21 et seq., and payment of the fee, the amount of which is on file in the office of the City Clerk. The license shall in no way be construed to affect existing or future zoning or land use.
- (b) **Application.** Every person requiring a fireworks sales license shall make application in writing on a form prescribed by the City Clerk. The application shall contain the legal name of the company, street address and contact information. The specific location where the sales will occur and detailed types of merchandise must be provided.
- (c) **Fee; term; limitation on issuance.** The amount of the fee for such license shall be on file in the office of the City Clerk. The fee shall be submitted by applicant at the time of application. Licenses shall include two employees and shall be issued for a period of sixty (60) consecutive days and no sale may exceed sixty (60) days. No more than one (1) license per year may be issued to any applicant.

**Cross reference(s)**--Citation for violation of certain ordinances, §1-17; schedule of deposits for citation, §1-18.

#### **Sec. 9-570. License investigation.**

Upon receipt of an application for a license under this division, the Chief of Police, Fire Chief, Sealer of Weights and Measures and Community & Economic Development Director shall institute such investigation of the applicant as they deem necessary for the protection of the public good, including compliance with state and local health, safety, and zoning requirements, and the possession of any applicable special or temporary use permits. The City Clerk shall issue approved licenses in accordance with such findings after presentation by the applicant of a receipt of the Director of Finance showing payment of the required fee.

#### **Sec. 9-571. Appeal of denial of license.**

If the investigating authority denies an application for a license under this division, the City Clerk shall forthwith notify the applicant by certified mail return receipt requested of the denial and the reason, therefore. The notice shall indicate the date and time of the review of the denial by the Safety and Licensing Committee and the right of the applicant to appear before the committee. The Safety and Licensing Committee shall hear any person for or against granting the permit and shall report its recommendation to the Common Council, which shall grant or deny the license.



LEGAL & ADMINISTRATIVE  
SERVICES DEPARTMENT

Office of the City Clerk

**Kami Lynch, Clerk**

100 North Appleton Street

Appleton, WI 54911

Phone: 920/832-6443

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**MEMORANDUM**

**To:** Safety & Licensing Committee (Chris Croatt, Chairperson), Common Council

**From:** Kami Lynch, City Clerk *KL*

**Date:** December 6, 2023

**Re:** Addition of Fireworks Sales to Chapter 9 of the Municipal Code

Historically the licensing of fireworks sales vendors has been an on-going practice. Upon review of Clerk's Office license fees this year it was realized that this licensing activity was not codified in our Municipal Code. This proposed ordinance addition seeks to codify the process that we currently follow for the licensing of fireworks sales vendors, including the fee adjustments that were approved earlier this summer.

**CITY OF APPLETON**  
**ROTATING CALL LIST FEE SCHEDULE\***  
**Next-up Tow Service Fee Recommendations for 2024**

<u>SERVICE PROVIDED</u>	<u>MAXIMUM FEE - REGULAR HOURS</u>	<u>MAXIMUM FEE - AFTER HOURS</u>
<b>STANDARD TOW (or WINCH OUT)</b> (wheel lift/flatbed)	<b>\$165.00</b>  D&D - \$175.00 A&W - \$175.00	<b>\$175.00</b>  D&D - \$185.00 A&W - \$200.00
<b>PARTIAL TOW</b> (at discretion of towing company)	<b>\$50.00</b>  D&D - \$80.00 – recommend listing as a service call.	<b>\$60.00</b>  D&D - \$90.00
<u>ADD ON/ADDITIONAL FEES</u>		
Administrative Fees, Mailing Fees, Etc. (if vehicle is not claimed after two days)	<b>\$25.00 total</b>  D&D - \$40.00 A&W - \$50.00	--
Cleanup (prorated <u>after</u> first 30 minutes)	<b>\$50.00/hour</b>  D&D - \$60.00 A&W - \$50.00 minimum, not pro-rated per hour.	<b>\$50.00/hour</b>  A&W - \$100.00
Mileage for Out-of-City Trips	<b>\$4.00/mile</b>  Nolte's - \$4.50/mile – recommend this be clarified as "Loaded / Towed mileage, One Way"	<b>\$4.00/mile</b>  Nolte's - \$4.50/mile
Motorcycles	<b>\$30.00</b>  A&W - \$50.00 Nolte's – \$60.00	<b>\$30.00</b>  A&W - \$50.00 Nolte's – \$60.00
Snow Shoveling (prorated)	<b>\$10.00 minimum/ \$60.00/hour</b>	<b>\$10.00 minimum/ \$60.00/hour</b>
Use of Dolly	<b>\$60.00 total</b>  D&D - \$80.00	<b>\$60.00 total</b>  D&D - \$80.00
Standby Time (prorated)	<b>\$70.00/hour</b>  Nolte's - \$90.00	<b>\$70.00/hour</b>  Nolte's - \$90.00

Winching (prorated & only charged as add-on if vehicle is then towed)	<b>\$60.00/hour</b> D&D - \$80.00 A&W - \$60.00 minimum, not pro-rated per hour.	<b>\$60.00/hour</b> D&D - \$80.00 A&W - \$75.00 minimum, not pro-rated per hour.
<b><u>STORAGE FEES</u></b>		
After-Hours Release of Vehicle/Property (at discretion of towing company except pursuant to code)	--	<b>\$50.00</b>
Outside Storage (not prorated)	<b>\$50.00/day</b>	<b>\$50.00/day</b>
Inside Storage (not prorated and at owner request/as reasonably required)	<b>\$55.00/day</b> D&D - \$75.00	<b>\$55.00/day</b> D&D - \$75.00
Cover Vehicles (not prorated and at owner request/as reasonably required)	<b>\$35.00</b> D&D - \$40.00	<b>\$35.00</b> D&D - \$40.00
Gate Fee (if vehicle is not drivable)	<b>\$20.00</b> A&W - \$50.00	<b>\$20.00</b> A&W - \$50.00

\*For additional information see the Municipal Code of the City of Appleton, Sec. 9-746 et. seq.

# Sgt. John Ostermeier #9209

Operations Coordinator, Appleton Police Department

222 S. Walnut St.

Appleton, WI 54911

(920)832-5500 Main, (920)832-5836 Direct

[John.ostermeier@appleton.org](mailto:John.ostermeier@appleton.org)



Safety and Licensing Committee and Common Council,

Ordinance 9-746 allows a yearly review and adjustment of the tow fee schedule. This fee schedule applies to tow services who apply to be on the APD rotating call list. This list is commonly used for tows following OWI arrests, parking violations which pose a hazard, and crashes and disabled vehicles in which the owner does not have a preference or is unable to make the decision on who tows their vehicle. This list is used on average about four times per day, or an estimated 1,500 times per year.

We currently have six tow services on our rotating call list (Accel, A&W, Bob's, D&D, Femal's, and Nolte's). At the start of the year, we had eight, but two were removed at my request. The six remaining services are located in Appleton, and have proven to be reputable, professional, and reliable. During the year I had many interactions with them. A common theme I heard was how rising equipment and labor costs are impacting their businesses.

Attached are two documents. One is the recommended adjustments to the fee schedule submitted by the tow services. The second is the APD recommended fee schedule. This is based on my own recommendations, as well as averages and rounding to fee categories where at least two tow services made recommendations for changes.

I offered each of the six tow services the opportunity to make recommendations. Three out of the six responded with recommended changes. Each tow service is unique with individual business models. Some services are small with only a couple light duty trucks. Others are large, with specialized recovery equipment and light and heavy-duty services. They have dramatically different overheads and salary costs and offer different services. All are important, and each provides a unique recommendation for the fee schedule.

My recommendations are as follows:

- Winching is currently billed pro-rated at \$60.00 per hour. Winching of vehicles is a complex operation. It is dangerous and vehicles are easily damaged if it's not done correctly. I have found that pro-rated billing is difficult to validate for audit and compliance purposes. I would recommend winching be a flat fee, and only pro-rated if it exceeds one hour.
- Motorcycles – two tow services recommended an increased fee for motorcycles. I can attest that motorcycles are typically towed on a flatbed tow truck. They require specialized bracing and strapping. Moving a motorcycle onto a tow truck is physically difficult and dangerous. Motorcycles are prone to damage and repairs are costly. A request for an increased fee is understandable.

Thank you for taking the time to address this. Our next-up tow services provide a critical service to our community. They work with our officers daily to maintain roadway safety. Having a fair and updated fee schedule is important.

Thank you,

SGT John Ostermeier #9209

**CITY OF APPLETON**  
**ROTATING CALL LIST FEE SCHEDULE\***  
**APD RECOMMENDED FEE SCHEDULE FOR 2024**

<u>SERVICE PROVIDED</u>	<u>MAXIMUM FEE - REGULAR HOURS</u>	<u>MAXIMUM FEE - AFTER HOURS</u>
<b>STANDARD TOW (or WINCH OUT)</b> (wheel lift/flatbed)	<del>\$165.00</del> <b>\$170.00</b>	<del>\$175.00</del> <b>\$180.00</b>
PARTIAL TOW (at discretion of towing company)	\$50.00	\$60.00
<u>ADD ON/ADDITIONAL FEES</u>		
Administrative Fees, Mailing Fees, Etc. (if vehicle is not claimed after two days)	<del>\$25.00 total</del> <b>\$30.00 total</b>	--
Cleanup (The first 30 minutes is included with a standard tow or winch out. Prorated hourly rate starts after the first included 30 minutes.)	\$50.00/hour	\$50.00/hour
Mileage for Out-of-City Trips (Loaded mileage, one-way)	\$4.00/mile	\$4.00/mile
Motorcycles	<del>\$30.00</del> <b>\$40.00</b>	<del>\$30.00</del> <b>\$40.00</b>
Snow Shoveling (prorated)	\$10.00 minimum/ \$60.00/hour	\$10.00 minimum/ \$60.00/hour
Use of Dolly	\$60.00 total	\$60.00 total
Standby Time (prorated)	\$70.00/hour	\$70.00/hour
Winching (prorated & Minimum of one hour billed, with additional time billed at prorated hourly rate; only charged as add-on if vehicle is then towed)	<del>\$60.00/hour</del> <b>\$60.00, and prorated at \$60.00/hour if over 60 minutes.</b>	<del>\$60.00/hour</del> <b>\$60.00, and prorated at \$60.00/hour if over 60 minutes.</b>
<u>STORAGE FEES</u>		
After-Hours Release of Vehicle/Property (at discretion of towing company except pursuant to code)	--	\$50.00
Outside Storage (not prorated)	\$50.00/day	\$50.00/day
Inside Storage (not prorated and at owner request/as reasonably required)	\$55.00/day	\$55.00/day
Cover Vehicles (not prorated and at owner request/as reasonably required)	\$35.00	\$35.00
Gate Fee (if vehicle is not drivable)	\$20.00	\$20.00

\*For additional information see the Municipal Code of the City of Appleton, Sec. 9-746 et. seq.

**CITY OF APPLETON**  
**ROTATING CALL LIST FEE SCHEDULE\***  
**2024 Fee Schedule**

<u>SERVICE PROVIDED</u>	<u>MAXIMUM FEE - REGULAR HOURS</u>	<u>MAXIMUM FEE - AFTER HOURS</u>
<b>STANDARD TOW (or WINCH OUT)</b> <b>(wheel lift/flatbed)</b>	<b>\$170.00</b>	<b>\$180.00</b>
PARTIAL TOW (at discretion of towing company)	\$50.00	\$60.00
<u>ADD ON/ADDITIONAL FEES</u>		
Administrative Fees, Mailing Fees, Etc. (if vehicle is not claimed after two days)	<b>\$30.00 total</b>	--
Cleanup <i>(The first 30 minutes is included with a standard tow or winch out. Prorated hourly rate starts after the first included 30 minutes.)</i>	\$50.00/hour	\$50.00/hour
Mileage for Out-of-City Trips <i>(Loaded mileage, one-way)</i>	\$4.00/mile	\$4.00/mile
Motorcycles	<b>\$40.00</b>	<b>\$40.00</b>
Snow Shoveling (prorated)	\$10.00 minimum/ \$60.00/hour	\$10.00 minimum/ \$60.00/hour
Use of Dolly	\$60.00 total	\$60.00 total
Standby Time (prorated)	\$70.00/hour	\$70.00/hour
Winching <i>(Minimum of one hour billed, with additional time billed at prorated hourly rate; only charged as addon if vehicle is then towed.)</i>	<b>\$60.00/hour</b>	<b>\$60.00/hour</b>
<u>STORAGE FEES</u>		
After-Hours Release of Vehicle/Property (at discretion of towing company except pursuant to code)	--	\$50.00
Outside Storage (not prorated)	\$50.00/day	\$50.00/day
Inside Storage (not prorated and at owner request/as reasonably required)	\$55.00/day	\$55.00/day
Cover Vehicles (not prorated and at owner request/as reasonably required)	\$35.00	\$35.00
Gate Fee (if vehicle is not drivable)	\$20.00	\$20.00

\*For additional information see the Municipal Code of the City of Appleton, Sec. 9-746 et. seq.



# GRANT TRACKING FORM



## **PART #1: Notification of Grant Funds**

(email to [tony.saucerman@appleton.org](mailto:tony.saucerman@appleton.org))

**APPLICANT DEPARTMENT:** Appleton Fire Department

**DATE:** 12/13/2023

**APPLICANT DEPARTMENT GRANT CONTACT NAME/TITLE:** Jeremy Hansen/Fire Chief

**COMMITTEE OF JURISDICTION:** Safety & Licensing Committee

**NAME OF GRANT/FUNDING SOURCE:** Assistance to Firefighter's Grant Program/Department of Homeland Security

**AMOUNT OF GRANT REQUEST:** \$395,000

**LOCAL MATCH REQUIREMENT:** \$39,500

**SOURCE OF MATCH:**  General Fund       Non-General Fund       Not Applicable

**TIMEFRAME OF GRANT:** 01/09/2024 through 10/12/2024

**TYPE OF GRANT REQUEST:**  Monetary       Other (explain under 'purpose of grant')

**PURPOSE OF GRANT (summary):** The Appleton Fire Department (AFD) is requesting grant funding to support the purchase of advanced life support (ALS) cardiac monitors. The AFD has a strong desire to provide the community an exceptional pre-hospital experience by upgrading our medical response capabilities from Emergency Medical Technician (EMT) to Paramedic.

**How does the grant meet City/Department/Program goals?** This project relates to the City's mission of being '...dedicated to meeting the needs of the community and enhancing its quality of life.' This project will assist with Goal # 1 that states 'Improve response times,' and Goal # 2 that states 'provide the community with exceptional pre-hospital experience.'

**What are the personnel requirements (include both existing and new staff) of the grant?** There are no personnel requirements other than training on the equipment.

**DEPARTMENT HEAD SIGNATURE:** \_\_\_\_\_

## **PART #2: Request to Accept Grant Funds**

(complete after notification of grant award; email to [tony.saucerman@appleton.org](mailto:tony.saucerman@appleton.org))

**AMOUNT OF GRANT AWARD:** \$ \_\_\_\_\_

**FEDERAL/STATE ID #:** \_\_\_\_\_

**LOCAL MATCH REQUIREMENT:** \$ \_\_\_\_\_

**Please describe the source of match, if applicable:** \_\_\_\_\_

**Please describe any major changes in proposed grant-funded activities:** \_\_\_\_\_

<i>PART</i>	<i>TO:</i>	<i>DATE:</i>	<i>TO:</i>	<i>DATE:</i>	<i>TO:</i>	<i>DATE:</i>
#1: Request to Apply	Finance Dept		COJ – Info/Action		FAC – Info/Action	
#2: Request to Accept	Finance Dept		COJ – Action		FAC – Action	

*COJ = Committee of Jurisdiction*

*FAC = Finance and Administration Committee*

Form  
AT-106

Original Alcohol Beverage  
License Application

FOR CLERKS ONLY	
Municipality	CITY OF 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) \$ \_\_\_\_\_  
 Reserve "Class B" Liquor \$ \_\_\_\_\_     ~~Class B (Wine Only) Winery \$ 500~~

recpt 5885-03

License Fees	\$
Publication Fee	\$ 60
Background Check	\$ 21
<b>Total Fees</b>	\$

Part A: Premises/Business Information		
1. Legal Business Name (registered entity name or individual's name if sole proprietorship) McFleshman's Brewing Co., LLC		
2. Trade Name or DBA McFleshman's Brewing Co		
3. Premises Address 115 S State St. Appleton, Wi 54911		
4. County Outagamie	5. Municipality Appleton	6. Aldermanic District 9
7. Mailing Address (if different from premises address)		
8. FEIN [REDACTED]	9. Wisconsin Seller's Permit Number [REDACTED]	
10. Premises Phone (920) 903-8002	11. Premises Email alyse@mcfleshmans.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. 5400 sq ft building with 2 walk in cooler spaces and taproom, 900 sq ft beer garden		

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..... <input checked="" type="checkbox"/> Yes <input type="checkbox"/> 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)?..... <input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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 04/20/16	
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		FEIN of Parent Company	
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 Fleshman		Agent's First Name Bobby	Phone [REDACTED]

N/A

**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
Fleshman	Bobby	Owner Operator	[REDACTED]
Fleshman	Allison	Owner	[REDACTED]

**Part E: Attestation**

Who must sign this application?  
 • sole proprietor      • one general partner of a partnership      • one corporate officer      • one managing member of an LLC

**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.

Signature <i>Bobby Flesh</i>		Date 11/30/2023	
Name (Last, First, M.I.) Fleshman, Bobby L			
Title Owner Operator		Email [REDACTED]	Phone [REDACTED]

**Part F: For Clerk Use Only**

Date application was filed with clerk 11/30/2023	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: Bobby Fleshman

2. Name of Business: McFleshman's Brewing Co., LLC  
(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: 115 S. State St. Appleton, WI 54911

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

AND/OR been convicted of a felony? Yes \_\_\_\_\_ No ✓

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

<u>Bobby</u>	<u>L</u>	<u>Fleshman</u>	<u>[REDACTED]</u>
First name	M.I.	Last name	Date of Birth
<u>Allison</u>	<u>M</u>	<u>Fleshman</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, own the premises, adding a license.

Address: \_\_\_\_\_  
City State ZIP

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

Name: McFleshman's Brewing Co.

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

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

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

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

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

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

N/A months ago.

10. Seating capacity: Inside 80 Outside Typically summer only, 100.

11. Operating hours (Inside the building): \*M-F: 3p-10p, Sa: noon-10p, Su: noon-7  
Operating hours (Outdoor seating areas): same as above  
\*hours typically decrease in winter

12. Employees/Staff  
Number of floor personnel 1-4 Number of door checkers typically none unless depending on busy periods there's an event or crowd

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

- a. Gross floor building area of the premises to be licensed: 5400 square feet. total building, not just tap room.
- b. Gross outdoor seating areas of the premises to be licensed: 900 square feet.
- c. Below, identify the operational details of the proposed establishment:

active brewery with a public house taproom and German style Biergarten.

Robby Iler  
Signature

11/30/23  
Date

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

Submit to municipal clerk.

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

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

The undersigned duly authorized officer/member/manager of MCFLESHMAN'S BREWING CO., 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 MCFLESHMAN'S BREWING CO.  
(Trade Name)

located at 115 S. STATE ST. APPLETON, WI 54911

appoints BOBBY FLESHMAN  
(Name of Appointed Agent)

421 N. LAWE ST., APPLETON, WI 54911  
(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? 9.5

Place of residence last year 421 N. LAWE ST., APPLETON, WI 54911

For: MCFLESHMAN'S BREWING CO., LLC  
(Name of Corporation / Organization / Limited Liability Company)

By: Bobby Fleshman  
(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, BOBBY L. FLESHMAN, 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.

Bobby Fleshman 11/30/23 Agent's age       
(Signature of Agent) (Date)

421 N. LAWE ST. APPLETON, WI 54911 Date of birth       
(Home Address of Agent)

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

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

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

23-1385

# Application for Cigarette and Tobacco Products Retail License

Submit to municipal clerk.

MUNICIPAL USE ONLY	
License Number	
Period Covered	
Date of Issuance	

Applicant's Wisconsin 15-digit Sales Tax Account Number

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

Legal Name (corporation, limited liability company, partnership or sole proprietorship) <i>Blessing Flower LLC</i>			Federal Employer Identification No. (FEIN)		
Trade or Business Name (if different than Legal Name) <i>Kush Kafe</i>			Telephone Number <i>(7)</i>		
Business Address (License Location) <i>219 E. College Ave</i>		Business Located In <input checked="" type="checkbox"/> City <input type="checkbox"/> Village <input type="checkbox"/> Town		Business Telephone <i>( ) Same</i>	
Municipality <i>Appleton</i>	State <i>WI</i>	Zip Code <i>54911</i>	of: <i>Appleton</i>		County <i>outagamie</i>
Mailing Address (if different than Business Address) <i>Same</i>			Municipality <i>Appleton</i>		State <i>WI</i>
					Zip Code <i>54911</i>

Organization (check one)

- Sole Proprietor
- Wisconsin Corporation – Enter date incorporated: *1-1-2020*
- Partnership
- Out-of-State Corporation – Are you registered to do business in Wisconsin?  Yes  No
- Other (describe)

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

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

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

*Benny W. Shuman - owner*  
 (Officer of Corporation / Member / Manager of Limited Liability Company / Partner / Individual)

### Applicable Laws and Rules

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



# Application for Taxicab/Limousine Company License CASH OR CHECK ONLY!

Original Application  
 Renewal License  
 # \_\_\_\_\_

**FEES ARE NON-REFUNDABLE**      **NOV 03 2023**

Fee Per Each Individual      Date Recv'd \_\_\_\_\_  
 Vehicle (CLLTSE) \$30.00      Total \$ 37.00  
 Investigation Fee      Receipt #: 5807-03  
 (CLLPF) \$7.00

LICENSE PERIOD IS FROM  
 July 1st – June 30th

*Note: please allow 3 weeks for application processing*

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

Company Name  
**Evergreen Campsites & Resort**

Business Address  
**W5449 Archer Lane**      City **Wild Rose**      State **WI**      Zip Code **54984**

Company Email Address [REQUIRED] \_\_\_\_\_      Company Phone Number [REQUIRED] \_\_\_\_\_

Business Owners Name  
**Jim Button**      Date of Birth \_\_\_\_\_      Gender \_\_\_\_\_

Business Owner Phone Number \_\_\_\_\_      Business Owner Email Address \_\_\_\_\_

Driver's License Number  
**b350-4556-4382-02**      State Licensed **Wisconsin**

**SECTION 2 - COMPANY HISTORY**

Is the company currently licensed in any other municipality?       YES       NO

If Yes, what municipality? state and DSPS

Has the company ever been denied a license by any municipality?       YES       NO

If Yes, please explain: \_\_\_\_\_

Have any of the owners ever been convicted of a crime?       YES       NO

If Yes, please explain: \_\_\_\_\_

Describe the basic operations of the company:  
**Evergreen is a campground/resort located in Central Wisconsin**

If the business is located in the City limits, Municipal Code requires that off-street parking is provided for. If applicable, what provisions have been made for off street parking?  
 \_\_\_\_\_

**SECTION 3 – VEHICLES TO BE OPERATED - Attach additional sheets if necessary**

Vehicle Number	Capacity	Make/Model	DOT License Plate #
Chippy Train	20 people	custom	chip xps

**SECTION 4 – INSURANCE NOTICE**

Insurance Carrier  
**West Bend**      Insurance Agent Name  
**Melissa Pitzen**

Insurance Agent Phone Number \_\_\_\_\_      Insurance Agent Email Address \_\_\_\_\_

Policy Number 7-1-2023      Policy Period 7-1-2024



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 requirements of the City of Appleton. I hereby certify that I, or the company I represent, have insurance in the amounts required to obtain this permit/license, have named the City of Appleton as an additional insured for purposes of this permit/license and have provided the name of my insurance carrier, the policy number, and policy period above. Further, I agree to maintain appropriate insurance coverage for the duration of this permit/license and to indemnify, defend and hold harmless the City of Appleton and its officers, officials, employees and agents from and against any and all liability, loss, damage, expenses, costs, including attorney's 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.

Applicant's Signature \_\_\_\_\_

*LPB*

**FOR OFFICE USE ONLY**

Department	Approve	Deny	Date of Recommendation	Staff Member	
Risk Management					
Police					
Fire					
Inspection					
Safety and Licensing					
Common Council					
COI on File? <b>YES      NO</b>	Denial Reasoning		Date Issued	Expiration Date	License Number

Return to Office of the City Clerk: 100 N. Appleton St, Appleton WI 54911

## Abby K. Shereda

---

**From:** Kami L. Lynch  
**Sent:** Thursday, November 9, 2023 11:48 AM  
**To:** Abby K. Shereda  
**Subject:** FW: Taxi/Limo Licenses - Special Issuance

Abby,  
These licenses are ready for issuance.  
Please put this email in the license files and attach it to the Granicus files for the 12/13 S&L meeting.  
Thank you!

**Kami Lynch, WCMC**  
City Clerk

City of Appleton  
100 N Appleton Street  
Appleton, WI 54911



[www.appleton.org](http://www.appleton.org)

(920) 832-6443

---

**From:** Jake Woodford <Jake.Woodford@Appleton.org>  
**Sent:** Thursday, November 9, 2023 11:43 AM  
**To:** Kami L. Lynch <Kami.Lynch@Appleton.org>  
**Subject:** Re: Taxi/Limo Licenses - Special Issuance

Thank you, Kami.

Please proceed with issuing the permits with my authorization.

Jake

---

**From:** Kami L. Lynch <[Kami.Lynch@Appleton.org](mailto:Kami.Lynch@Appleton.org)>  
**Sent:** Thursday, November 9, 2023 10:39:10 AM  
**To:** Jake Woodford <[Jake.Woodford@Appleton.org](mailto:Jake.Woodford@Appleton.org)>  
**Subject:** Taxi/Limo Licenses - Special Issuance

Mayor Woodford,

All departments have signed off on the Taxicab/Limo Licenses for Evergreen Campsites & Resort (Train Rides) and L&M Carriage to provide rides within the City of Appleton, specifically for Saturday's Light Up Appleton Event. Per our earlier discussion, please respond indicating your approval to issue these licenses as allowable by Section 9-25 of the Municipal Code. The special issuance will be reported out when the application is reviewed by the Safety & Licensing Committee on December 13<sup>th</sup>. The special issuance allows the license to be in effect through December 20<sup>th</sup> as this is when the license will be up for review/approval by the full Council. If approved, the license will be re-issued to go through June 30<sup>th</sup> of 2024.

Thank you!

Kami

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100 N Appleton Street  
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**Application for Taxicab/Limousine Company License** CASH OR CHECK ONLY!

Original Application  
 Renewal License  
 # \_\_\_\_\_

**FEES ARE NON-REFUNDABLE**  
 Fee Per Each Individual Vehicle (CLLTSE) \$30.00  
 Investigation Fee (CLLPF) \$7.00  
 Date Recv'd NOV 06 2023  
 Total \$ 37.00  
 Receipt #: 5807-07

LICENSE PERIOD IS FROM  
July 1st - June 30th

*Note: please allow 3 weeks for application processing*

**SECTION 1 - APPLICANT INFORMATION** Answer all questions completely. Please PRINT clearly.

Company Name  
**L & M CARRIAGE SERVICE**

Business Address  
**3140 Mid Valley Dr**

City  
**De Pere**

State  
**WI**

Zip Code  
**54115'**

Company Email Address [REQUIRED]  
**Deniselmqs@aol.com**

Company Phone Number [REQUIRED]

Individual  
 Partnership  
 Corporation

Business Owners Name  
**Mike Gildernick**

Date of Birth

Gender  
**m**

Business Owner Phone Number

Business Owner Email Address

Driver's License Number  
**G436-5566-0026-04**

State Licensed  
**WI**

**SECTION 2 - COMPANY HISTORY**

Is the company currently licensed in any other municipality?  YES  NO  
 If Yes, what municipality? \_\_\_\_\_

Has the company ever been denied a license by any municipality?  YES  NO  
 If Yes, please explain: \_\_\_\_\_

Have any of the owners ever been convicted of a crime?  YES  NO  
 If Yes, please explain: \_\_\_\_\_

Describe the basic operations of the company:  
**Provide entertainment with horse/wagon rides**

If the business is located in the City limits, Municipal Code requires that off-street parking is provided for. If applicable, what provisions have been made for off street parking?  
**NA**

**SECTION 3 - VEHICLES TO BE OPERATED - Attach additional sheets if necessary**

Vehicle Number	Capacity	Make/Model	DOT License Plate #
Green Trolley Wagon	15-20	NA	NA

**SECTION 4 - INSURANCE NOTICE**

Insurance Carrier  
**West Bend Mutual**

Insurance Agent Name  
**Betty Clow**

Insurance Agent Phone Number

Insurance Agent Email Address

Policy Number  
**2128730 - on file with City of Appleton**

Policy Period  
**9/4/2023 - 9/4/2024**

Department		Approve	Deny	Date of Recommendation	Staff Member
Risk Management					
Police					
Fire					
Inspection					
Safety and Licensing					
Common Council					
COI on File?		Denial Reasoning			
YES	NO				
				Date Issued	Expiration Date
					License Number

**FOR OFFICE USE ONLY**

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 requirements of the City of Appleton. I hereby certify that I, or the company I represent, have insurance in the amounts required to obtain this permit/license, have named the City of Appleton as an additional insured for purposes of this permit/license and have provided the name of my insurance carrier, the policy number, and policy period above. Further, I agree to maintain appropriate insurance coverage for the duration of this permit/license and to indemnify, defend and hold harmless the City of Appleton and its officers, officials, employees and agents from and against any and all liability, loss, damage, expenses, costs, including attorney's 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.

Applicant's Signature Mrs. Mike Schmitt

## Abby K. Shereda

---

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**Kami Lynch, WCMC  
City Clerk**

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

23 - 1394

## APPLICATION for the Operation of a PET STORE/KENNEL

<b>FEES ARE NON-REFUNDABLE</b>		Date Rec'd <u>11/13/2023</u>
See SECTION 5 for Fee Schedule		
License Fee - Initial	\$ <u>90.00</u>	Acct. 11030.4309
License Fee - Renewal	\$ _____	Acct. 11030.4309
Investigation Fee	+ \$ 7.00	Acct. 100.2359
Total Amount Paid	\$ <u>97.00</u>	Receipt <u>088852</u>
License period July 1 to June 30		<u>5824-05</u>

### SECTION 1 - BUSINESS LOCATION - Answer all questions completely. Please PRINT clearly

NOTE: The location of a Kennel or Pet Store is subject to applicable zoning and other regulations.

Business Name <u>Lucky Fish &amp; Aquarium, LLC</u>			
Business Street Address <u>337 W WISCONSIN ave</u>	City <u>Appleton</u>	State <u>WI</u>	Zip <u>54911</u>
Business Telephone Number <u>920-570-5753</u>			

### SECTION 2 - APPLICANT INFORMATION

Name <u>Keeteekune Thao</u>			
Home Street Address <u>1202 N DIVISION ST</u>	City <u>Appleton</u>	State <u>WI</u>	Zip <u>54911</u>
Date of Birth <u>1-1-1988</u>	Male <input checked="" type="checkbox"/>	Female <input type="checkbox"/>	Telephone Number <u>-</u>

### SECTION 3 - SERVICES TO BE PROVIDED

Please check the type(s) of services your establishment will offer:

<input type="checkbox"/> Live animals	<input checked="" type="checkbox"/> Pet Food (Fish)
<input checked="" type="checkbox"/> Pet Accessories (Fish)	<input checked="" type="checkbox"/> Fish
<input type="checkbox"/> Other	

### SECTION 4 - PENALTY NOTICE

Having knowledge of all governmental laws, rules or regulations governing the keeping or protection of animals, I hereby certify that the information provided in this application is true and correct to the best of my knowledge and belief.

Signature of Applicant: [Signature]

### SECTION 5 - FEE SCHEDULE

Pet Store License	Initial Fee - \$90.00	Renewal Fee - \$75.00
Kennel License	10 or less animals - \$55.00	25 or less animals - \$130.00
	50 or less animals - \$255.00	More than 50 animals - \$5.00 per animal with a minimum of \$280.00

### FOR OFFICE USE ONLY

Dept.	Approve	Deny	By	Reason
Police	<input checked="" type="checkbox"/>		<u>Goodin, B</u>	<u>NOV 15 2023</u>
Fire	<input checked="" type="checkbox"/>		<u>Henson, D</u>	<u>NOV 14 2023</u>
City Sealer	<input checked="" type="checkbox"/>		<u>maggio, E</u>	<u>NOV 28 2023</u>
Inspection				
Community Development	<input checked="" type="checkbox"/>		<u>Haupt, D</u>	<u>NOV 15 2023</u>
S&L	Council		Date Issued	Exp. Date
Date sent for review <u>NOV 14 2023</u>			License Number	

11-01-09 Reasonable accommodations for persons with disabilities will be made upon request and if feasible.  
Return application to: City Clerk, 100 North Appleton Street, Appleton, WI 54911-4799



**Secondhand Jewelry Dealer**

Company	Agent	Address
Avenue Jewelers	Jason Druxman	303 E College Ave
Expert Jewelry Repair	Randy Kester	636 W College Ave
Kay Jewelers	Dalton Booker	3845 E Calumet St
Krieger Jewelers	Jamie Boyce	934 W Northland Ave
Tennies Jewelry	Rebecca Juedes	208 E College Ave

**Secondhand Article Dealers**

Company	Agent	Address
Beatnik Bettys Resale Butik	Monica Austin	1707 S Peabody
Eroding Winds LLC	Adam Bartlett	229 E College Ave
GameStop #5520	Mark Robinson	3825 E Calumet St Suite 500
Heid Music	Todd Heid	308 E College Ave
Left Behind LLC	Michael Day	205 W Wisconsin Ave
Replay Toys	Chris Freimuth	104 E Wisconsin Ave
Richmond Resale	Dean Vandehoy	204 N Richmond St
T&S Sports dba Play It Again Sports	Michael Milloy	611 W Northland Ave
The Attique Resale	James Boylan	415 N Oneida St
Tiffani's Bridal	Tiffani Ebben	210 W Colleve Ave - Upper
Warehouse Office Products	Jeffrey Lemery	1825 N Richmond St

**Pawnbroker**

Company	Agent	Address
JGB LLC dba Mister Money	Gregory Baer	1933 B N Richmond St

# 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 LAWRENCE UNIVERSITY  
(Registered Name of Corporation / Organization or Limited Liability Company)

a corporation/organization or limited liability company making application for an alcohol beverage license for a premises known as THE VIKING ROOM  
(Trade Name)

located at 615 EAST COLLEGE AVENUE; APPLETON, WI 54911

appoints BRITTANY M. BELL  
(Name of Appointed Agent)  
716 E. COLLEGE AVE APPLETON, WI 54911  
(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? 38 YEARS

Place of residence last year APPLETON, WISCONSIN

For: LAWRENCE UNIVERSITY  
(Name of Corporation / Organization / Limited Liability Company)  
By: Liamie Dalk  
(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, BRITTANY M. BELL, 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.

Bry Bell 12/7/23 Agent's age             
(Signature of Agent) (Date)  
716 E. COLLEGE AVE APPLETON, WI 54911 Date of birth             
(Home Address of Agent)

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

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

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

## Alcohol Beverage License Application Supplemental Questionnaire

Date  
12-11-23

This form must be submitted to the municipal clerk, and be accompanied by one or more of the following forms: AT-104, AT-106, AT-108, AT-115, or AT-200. One Form AT-103 must be completed by each person involved in the applicant business or parent company including:

- sole proprietor
- all partners of a partnership
- all officers, directors, and agent of a corporation or nonprofit organization
- managing members and agent of a limited liability company

Your alcohol beverage application or renewal is not complete until all required Supplemental Questionnaires are submitted.

<b>Part A: Premises/Business Information</b>	
1. Registered Entity Name (or individual name if sole proprietor) Lawrence University of Wisconsin	
2. Trade Name or DBA Viking Room	
3. Entity Type (check one) <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Liability Company <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Nonprofit Organization	

<b>Part B: Individual Information</b>				
1. Name (Last, First, M.I.) Bell, Brittany, M				
2. Relationship to Registered Entity (Title) Agent	3. Email [REDACTED]	4. Phone [REDACTED]		
5. Home Address 716 E. College Avenue				
6. City Appleton	7. State WI	8. Zip Code 54911	9. Date of Birth [REDACTED]	
10. Drivers License/State ID Number [REDACTED]		11. Drivers License/State ID State of Issuance Wisconsin		

<b>Part C: Address History</b>	
List in chronological order your last two residence addresses within the last 5 years.	
Previous Address 1 1016 Lee Avenue	
Previous City, State, Zip De Pere, WI 54115	Dates (MM/YYYY - MM/YYYY) 08/2016-11/2022
Previous Address 2	
Previous City, State, Zip	Dates (MM/YYYY - MM/YYYY)

<b>Part D: Employment History</b>	
List in chronological order your last two employers within the last 5 years.	
Employer's Name Lawrence University	
Employer's Address 711 E. Boldt Way	Dates Employed (MM/YYYY - MM/YYYY) 01/2019-12/2023 (current)
Employer's Name St Norbert College	
Employer's Address 100 Grant Street	Dates Employed (MM/YYYY - MM/YYYY) 07/2012 - 01/2019

**Part E: Criminal History**

1. Have you ever been convicted of any offenses (other than traffic offenses unrelated to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or of any county or municipal ordinances? . . . . .  Yes  No  
If yes to question 1, please list details of each conviction below. Attach additional sheets as needed.

Law/Ordinance Violated	Trial Date
Penalty Imposed	Was sentence completed? . . . . . <input type="checkbox"/> Yes <input type="checkbox"/> No
Law/Ordinance Violated	Trial Date
Penalty Imposed	Was sentence completed? . . . . . <input type="checkbox"/> Yes <input type="checkbox"/> No

2. Are charges for any offenses currently pending against you (other than traffic offenses unrelated to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or any county or municipal ordinances? . . . . .  Yes  No  
If yes to question 2, describe nature and status of pending charges using the space below. Attach additional sheets as needed.

**Part F: Questions**

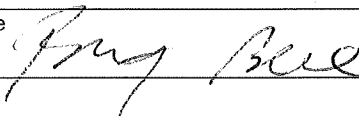
1. Have you lived in any state other than Wisconsin as an adult? If yes, please list them in the space below. If no, continue to question 2. . . . .  Yes  No  
Nebraska 2007-2009

2. How long have you continuously lived in Wisconsin prior to the date of application?	Years 14	Months 0
--	-------------	-------------

3. Do you hold a direct or indirect interest in any alcohol beverage wholesaler or producer (e.g. brewer, brewpub, winery, distillery)? If yes, please explain using the space below. Attach additional sheets as needed.  Yes  No

**Part G: Attestation**

**READ CAREFULLY BEFORE SIGNING:** 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.

Signature 	Date 12/11/23
---	------------------



## REPORT TO CITY PLAN COMMISSION

**Plan Commission Meeting Date:** December 13, 2023

**Common Council Meeting Date:** December 20, 2023

**Item:** Certified Survey Map #19-23

**Case Manager:** Don Harp, Principal Planner

### GENERAL INFORMATION

---

**Owner:** BVH Investments, LLC

**Applicant:** Keith Walenski, Professional Wisconsin Land Surveyor, Harris & Associates, Inc.

**Address/Parcels:** 1741 North Richmond Street (Tax Id's #31-5-2548-00 and #31-5-3265-00)

**Petitioner's Request:** The applicant is requesting approval of a Certified Survey Map (CSM) that crosses a plat boundary. The CSM would combine two properties into one lot.

### BACKGROUND

---

CSMs are generally administratively reviewed and approved by City staff. However, the subject parcels were originally platted in different plats.

- Parcel #31-5-2548-00 is included in the Bell Heights Addition, Block 26.
- Parcel #31-5-3265-00 is included in the Hall-Heenan Plat, Block 10.

In order to satisfy the requirements of Chapter 236 of the Wisconsin State Statutes, the proposed CSM must be approved in the same manner as a Final Plat, which includes Plan Commission and Common Council approval.

### STAFF ANALYSIS

---

**Existing Conditions:** Currently, parcels #31-5-2548-00 and #31-5-3265-00 are developed with an existing automobile repair business. All parcels have a zoning designation of C-2 General Commercial District. The combined lot area is 28,885 square feet.

**Subdivision Ordinance Requirements:** Per Section 17-26(b)(1) of the Municipal Code, widths and areas of lots shall not be less than that provided in the City's Zoning Ordinance. For the C-2 General Commercial District, the minimum lot width is 60 feet, and the minimum lot area is 14,000 square feet, per Section 23-113(h) of the Municipal Code. Proposed Lot 1 satisfies these lot development standards.

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

North: C-2 General Commercial District. The adjacent land use to the north is currently a commercial use.

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

East: R-1C Central City Residential District and R-2 Two-family District. The adjacent land uses to the east are currently a mix of single/two family uses.

West: C-2 General Commercial District and R-1B Single-Family District. The adjacent land uses to the west are currently a mix of commercial and single-family residential uses.

**Appleton Comprehensive Plan 2010-2030:** Community & Economic Development staff has reviewed this proposal and determined it is compatible with the Commercial uses shown on the City's *Comprehensive Plan 2010-2030* Future Land Use Map and Richmond Street Corridor Plan.

**Technical Review Group (TRG) Report:** This item appeared on the November 21, 2023 TRG agenda. Comments were received from participating departments and captured in the stipulations found below.

## **RECOMMENDATION**

---

Based on the above, staff recommends that Certified Survey Map #19-23, as shown on the attached map, **BE APPROVED** subject to the following conditions:

1. Delete and revise the front and rear building setback data near the top of Sheet 1 of 3 as follows:

Front building setback: 10 feet minimum.

Rear building setback: 20 feet minimum.

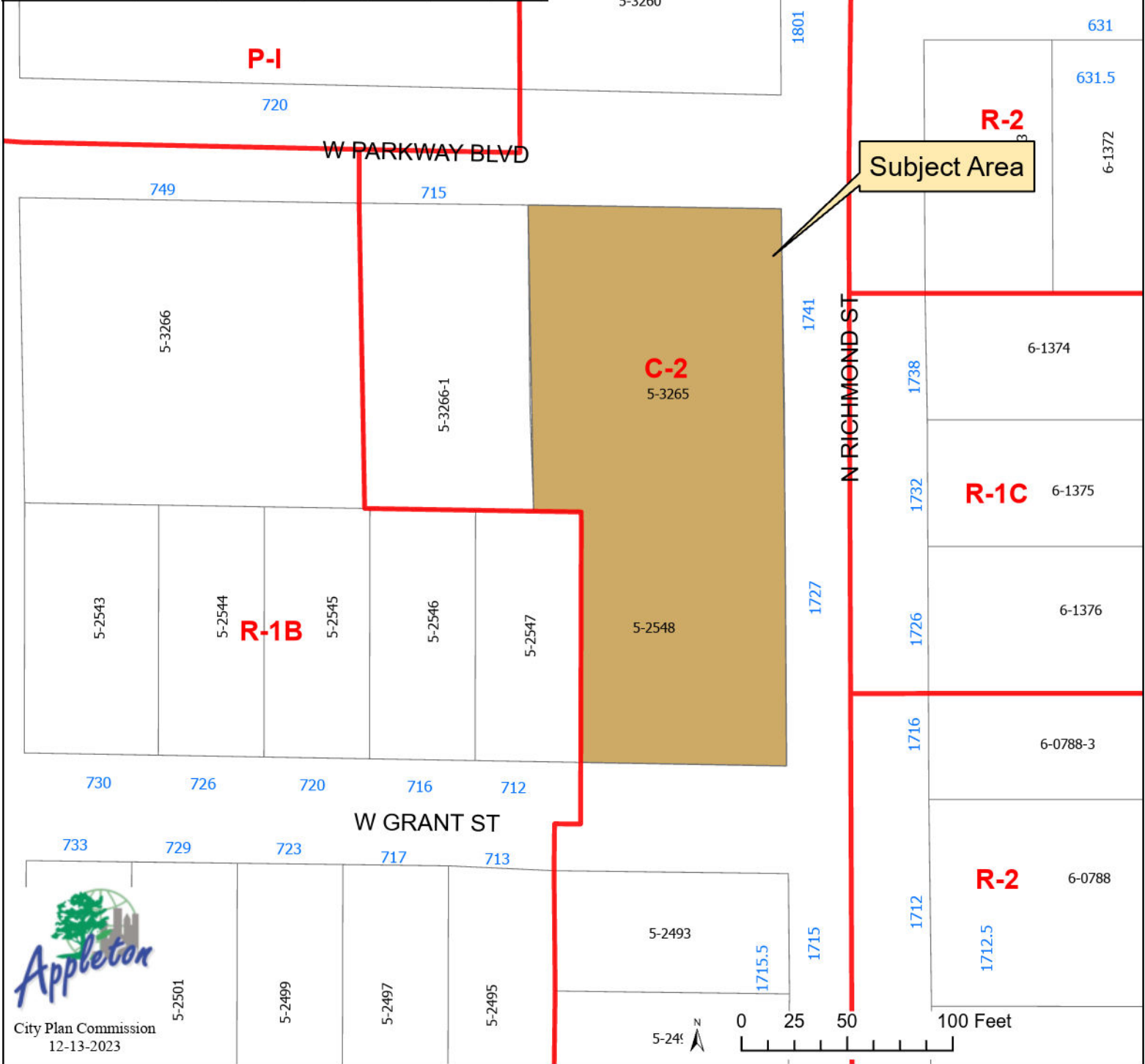
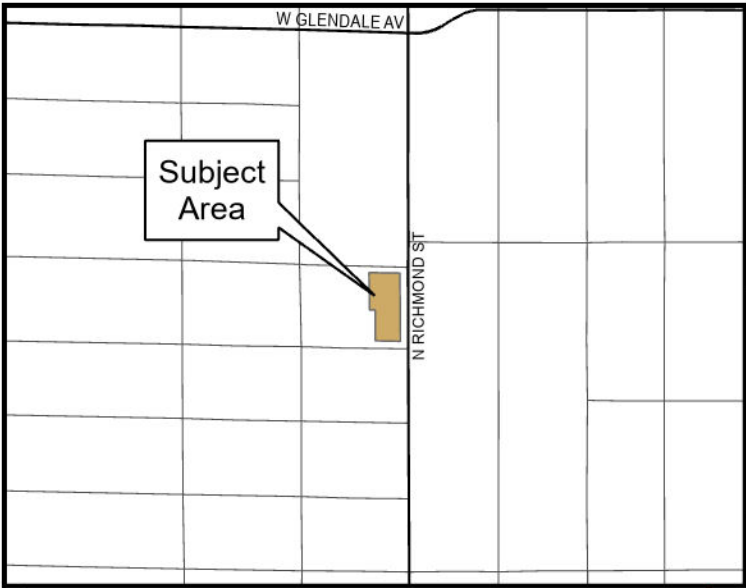
It is important to note: The side building setback does not apply to this proposed lot.

2. State Statute 236.34(1)(dm). This CSM crosses the exterior boundary of a recorded subdivision and does not meet the minimum required monumentation. The exterior boundary and block corner monuments set as part of the survey shall be the same as a subdivision plat, revise as necessary.
3. State Statute 236.20 (2) (b). Show the outside diameter of iron pipes found and or set.
4. Subdivision Code Section 17-17(a) 6. Provide front yard, side yard and rear yard setback distances for the existing buildings shown on the map.
5. Relabel "Common Council Resolution" to "City of Appleton Approval Certificate" on Sheet 2 of 3.

Certified Survey Map #19-23  
1741 North Richmond Street  
(Crosses a Plat Boundary Line)

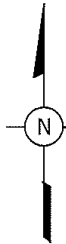
Subject Area

Subject Area



**OUTAGAMIE COUNTY CERTIFIED SURVEY MAP**  
 Lot 1, Block 10, HALL HEENEN PLAT, Lot 30, Lot 31 less the South 3 feet thereof, Block 26, BELL HEIGHTS ADDITION and part of the Northeast 1/4 of the Southeast 1/4, Section 22, T21N, R17E, City of Appleton, Outagamie County, Wisconsin.

Zoned C2-Commercial District.  
 Front building setback - 20 feet  
 Side building setback (residential - 15 feet)  
 Rear building setback (residential - 15 feet)



North is referenced to the E/L of the SE 1/4, Section 22-21-17, recorded to bear S00°15'27"E per Wisconsin Coordinate System, Outagamie County.

EAST 1/4 CORNER  
 SEC. 22-21-17  
 (FOUND CUT CROSS)

PARKWAY BOULEVARD

841.92'

**LEGEND**

- = 3/4" x 24" REBAR SET WEIGHING 1.502 LBS./LIN. FT.
- ⊙ = 1" IRON PIPE FOUND
- = 3/4" REBAR FOUND
- X = MASONRY NAIL SET
- ( ) = RECORDED AS

HALL HEENEN

PLAT

BLOCK

10

LOT 2

OWNERS: DANIEL & LUCIA STRONG



1PF 0.24' WEST OF ACTUAL CORNER

**LOT 1**

AREA = 28,885 SQ. FT.  
 0.66 ACRES

LOT 29  
 OWNERS: AUDRA MARTINATTIS REV TRUST

BLOCK

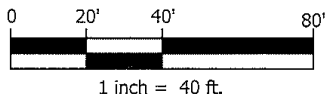
BELL HEIGHTS

*Keith W. Walenski 18-1-23*

KEITH W. WALENSKI P.L.S. - 2292

Date

GRANT STREET



**HARRIS & ASSOCIATES, INC.**  
 CONSULTING ENGINEERS AND LAND SURVEYORS  
 2718 NORTH MEADE ST.  
 APPLETON, WI 54911  
 TEL: (920) 733-8377  
 FAX: (920) 733-4731  
 WWW.HARRISING.NET

SE CORNER  
 SEC. 22-21-17  
 (INTERSECTION ON MH)



**OUTAGAMIE COUNTY CERTIFIED SURVEY MAP**

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**SURVEYOR'S CERTIFICATE**

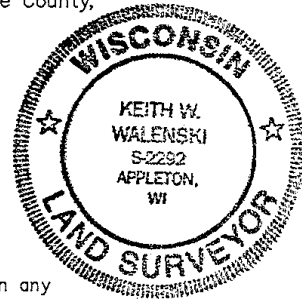
I Keith W. Walenski, Professional Wisconsin Land Surveyor, hereby certify that I have surveyed, combined and mapped Lot 1, Block 10, HALL-HEENAN PLAT, Lot 31 Less the South 3 feet and all of Lot 30 Block 26, BELL HEIGHTS ADDITION and part of the Northeast 1/4 of the Southeast 1/4, Section 22, T21N, R17E, City of Appleton, Outagamie County, Wisconsin, described as follows: Commencing at the East 1/4 corner of said Section 22; thence S00°15'27"E along the East line of the Southeast 1/4, 841.92 feet; thence N88°44'34"W, 33.01 feet to the point of Beginning; thence S00°15'27"E along the West line of Richmond Street, 263.03 feet; thence N88°51'44"W along the North line of Grant Street, 97.43 feet; thence N00°15'27"W along the West line of Lots 30 and 31, Block 26, BELL HEIGHTS ADDITION, 118.18 feet to the Northwest corner of Lot 29 of said plat; thence N88°33'57"W, along the North line of said Lot 29, 22.50 feet; thence N00°15'27"W, 144.98 feet; thence S88°44'34"E along the South line of Parkway Boulevard, 119.93 feet to the point of beginning, containing 28,885 sq. ft. (0.66 Acres).

That I have made such survey, land combination and map as shown hereon, under the direction of BVH Investments, LLC.

That this map is a correct representation of the exterior boundary lines of the land surveyed and the combination of that land.

That I have fully complied with the provisions of Chapter 236.34 of the Wisconsin Statutes and the Subdivision regulations of the City of Appleton, Outagamie County, Wisconsin, in surveying, combining and mapping the same.

*Keith W. Walenski* 11-1-23  
Keith W. Walenski P.L.S. Date



**TREASURER'S CERTIFICATE**

I hereby Certified that there are no unpaid taxes or unpaid special assessments on any of the lands included in this Certified Survey Map.

\_\_\_\_\_  
Finance Director, City of Appleton Date

\_\_\_\_\_  
Outagamie County Treasurer Date

**COMMON COUNCIL RESOLUTION**

This Certified Survey Map was approved by the City of Appleton on this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Mayor: Jake Woodford Date

\_\_\_\_\_  
City Clerk: Kami Lynch Date

**OUTAGAMIE COUNTY CERTIFIED SURVEY MAP**

Lot 1, Block 10, HALL HEENEN PLAT, Lot 30, Lot 31 less the South 3 feet thereof, Block 26, BELL HEIGHTS ADDITION and part of the Northeast 1/4 of the Southeast 1/4, Section 22, T21N, R17E, City of Appleton, Outagamie County, Wisconsin.

LIMITED LIABILITY COMPANY OWNER'S CERTIFICATE

BVH Investments, LLC., a limited liability company duly organized and existing under and by the virtue of the laws of the State of Wisconsin, as owner, does hereby certify that said limited liability company caused the land described to be surveyed, combined and mapped as shown and represented hereon.

BVH Investments, LLC., does further certify that this Certified Survey Map is required by S.236.10 or S.236.12 of the Wisconsin Statutes be submitted to the City of Appleton for approval or objection.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Representative Date

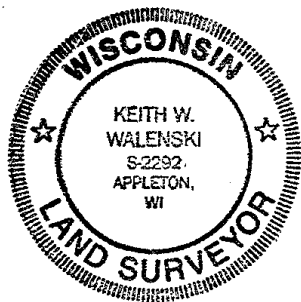
State of Wisconsin )  
                          ) ss  
Outagamie County )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023,  
the above named person to me known to be a Spirit Investments LLC. representative who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Notary Public My commission expires \_\_\_\_\_

GENERAL NOTES:

- 1. This CSM is all of tax parcel Nos. 315326500 & 315254800.
- 2. This CSM is contained wholly within the property described in Document No. 2265638.
- 3. The Land contained within this CSM is zoned C2-Commercial District.
- 4. The property owner of record is BVH Investments, LLC.



*Keith W Walenski* 11-1-23  
\_\_\_\_\_  
Keith W. Walenski P.L.S. Date



## REPORT TO CITY PLAN COMMISSION

**Plan Commission Meeting Date:** December 13, 2023

**Common Council Meeting Date:** December 20, 2023

**Item:** Final Plat – Southpoint Commerce Park Plat No. 4

**Case Manager:** Don Harp, Principal Planner

### GENERAL INFORMATION

**Owner:** City of Appleton

**Applicant:** Tom Kromm, City Surveyor

**Location:** Land area bounded by Eisenhower Drive, Midway Road, and Coop Road

**Parcel Numbers:** 31-9-5900-00 and 31-9-5800-00

### BACKGROUND

The property was annexed to the City through the Southeast Industrial Park Annexation #4 that became effective in December of 1999.

On March 19, 2003, Southpoint Commerce Park Plat No. 1 (47 acres) was approved by the Common Council. This phase created 13 lots and 1 outlot.

On August 3, 2005, Southpoint Commerce Park Plat No. 2 (67.9 acres) was approved by the Common Council. This phase created 12 lots and 1 outlot.

On May 3, 2006, Southpoint Commerce Park Plat No. 3 (27.8 acres) was approved by the Common Council. This phase created 12 lots.

On June 28, 2023, the Plan Commission recommended approval of Resolution No. 23-CPC-01 designating the proposed district boundaries and approving the Project Plan for Tax Incremental Financing District #13 in Southpoint Commerce Park.

On July 19, 2023, a press event was held to announce the City's intention to designate approximately 32 acres of the Southpoint Commerce Park Plat No. 4 as a conservancy/public park. The proposed parkland dedication consists of Lot 13 (conservancy park consisting of mixed hardwoods for potential low-impact activities like hiking, biking, and cross-country skiing) and Outlot 2 (future construction of a trailhead and public trail).

On July 19, 2023, Resolution #8-R-26 Creating Appleton Conservancy Park was introduced at the Common Council Meeting and referred to Plan Commission. Condition #1 in the staff recommendation is associated to the resolution and the following action item 23-0904. The filing and recording of the

**Final Plat – Southpoint Commerce Park Plat No. 4**  
**December 13, 2023**  
**Page 2**

Southpoint Commerce Park Plat No. 4 will statutorily dedicate this land to the public for parkland, trail and trailhead use.

On July 26, 2023, the Preliminary Plat for Southpoint Commerce Park Plat No. 4 was approved by the Plan Commission and approved by the Common Council on August 2, 2023.

**STAFF ANALYSIS**

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**Existing Conditions:** The subject site is agricultural land with a wooded wetland and an existing stormwater management pond. The land area is 117.379 acres.

**Comparison Between Final Plat and Preliminary Plat:** The Final Plat is generally consistent with the Preliminary Plat layout in terms of the shape, size, building setback dimensions, and location of the lot lines. However, the lot numbering on the Final Plat is not consistent with the Preliminary Plat. (see below)

**Proposed Layout:** The Final Plat for Southpoint Commerce Park Plat No. 4 subdivides the land area into the following lots:

- Lots 38 through 49 will be marketed for industrial park development. (Shown as Lots 1 through 12 on the Preliminary Plat)
- Outlot 2 is an existing stormwater management pond. (Shown as Outlot 1 on the Preliminary Plat)
- Outlot 3 is being dedicated to the public for public park, trailhead and trail. (Shown as Outlot 2 on the Preliminary Plat)
- Outlot 4 is being dedicated to the public for public park per Resolution #8-R-26 Creating Appleton Conservancy Park. (Shown as Lot 13 on the Preliminary Plat)

**Zoning District Classification:** M-1 Industrial Park District

**Zoning Ordinance Review Criteria:** M-1 Industrial Park District lot development standards (Section 23-93) are as follows:

- Minimum lot area: One (1) acre.
  - *The proposed lot size ranges from 1.878 acres to 31.585 acres. All lots/outlots exceed the minimum lot area requirement.*
- Minimum lot width: One hundred fifty (150) feet.
  - *All lots exceed this minimum requirement.*

**Final Plat – Southpoint Commerce Park Plat No. 4**  
**December 13, 2023**  
**Page 3**

- Minimum front, side and rear yard setbacks: Forty (40) foot front yard, Twenty-five (25) foot side yard, and Twenty-five (25) foot rear yard. Fifty (50) foot side and rear yard, if abutting a residentially-zoned district.
  - *Required front yard setback has been shown on the Final Plat. Required setbacks will be reviewed through the site plan and building permit review process.*
- Maximum building height: Sixty (60) feet.
  - *This will be reviewed through the site plan and building permit review process.*
- Maximum lot coverage. Ninety percent (90%).
  - *This will be reviewed through the site plan and building permit review process.*

**Compliance with the Appleton Subdivision Regulations:** This subdivision complies with the Appleton Subdivision Regulations.

**Access and Traffic:**

- Vehicular access to proposed lots within Southpoint Commerce Park Plat No. 4 will be from Endeavor Drive, Vantage Drive, Coop Road, and Inspire Court.
- The proposed public right-of-way for Eisenhower Drive, Midway Road, Endeavor Drive, Vantage Drive and Inspire Court within the subdivision is being dedicated to the public with the Final Plat.
- All lots are restricted from access to Eisenhower Drive and County Trunk “AP” (Midway Road).

**Surrounding Zoning and Land Uses:**

North: Village of Harrison Zoning – Multi-family residential use  
South: Village of Harrison Zoning – Agricultural use  
East: Village of Harrison Zoning – Single-family residential uses  
West: City of Appleton Zoning - M-1 Industrial Park District – Industrial uses

**Appleton Comprehensive Plan 2010-2030:** Community and Economic Development staff has reviewed this proposal and determined it is compatible with the Business/Industrial designation shown on the City’s *Comprehensive Plan 2010-2030* Future Land Use Map and Resolution #8-R-23 Creating Appleton Conservancy Park. Listed below are related excerpts from the City’s *Comprehensive Plan 2010-2030*.

*Chapter 4: Overall Community Goals Goal 1 – Appleton will continue to provide opportunities for residential, commercial, and industrial growth, including appropriate redevelopment sites within the downtown and existing neighborhoods, and greenfield development sites at the City’s edge.*

**Final Plat – Southpoint Commerce Park Plat No. 4**  
**December 13, 2023**  
**Page 4**

*Goal 8 – Appleton will pursue economic development that retains and attracts talented people, brings good jobs to the area, and supports the vitality of its industrial areas, downtown, and neighborhood business districts.*

*Chapter 9: Economic Development*

*Objective 9.2 – Grow Appleton’s business community through recruitment, expansion, and retention programs that ensure a diverse business mix and jobs that pay well.*

*Policy 9.5.1 – Ensure a continued adequate supply of industrial and commercial land to sustain new business development.*

*Policy 9.5.2 – Proactively acquire property targeted for redevelopment and develop a land bank to assist in property assembly with a focus on corridors, the downtown, and areas identified as business/industrial on the Future Land Use Map.*

*Chapter 10: Land Use*

*Objective 10.1 – Provide an adequate supply of suitable land meeting the demand for development of various land uses.*

*Objective 10.4 – Plan for compact, efficient, and fiscally responsible growth of residential, commercial, and industrial development in new neighborhoods in order to implement the principles of smart growth.*

*Policy 10.4.3 – Promote commercial and industrial development which is compatible with nearby residential areas.*

*Chapter 18 Park and Recreation Mater Plan*

*18.1 OBJECTIVE: Identify land for acquisition, or opportunities to share facilities, to provide adequate access to parks in developed parts of Appleton where there are no existing parks.*

*18.3 OBJECTIVE: Develop the City's park system as an interconnected network of sites linked by greenways and trails.*

*18.6 OBJECTIVE: Plan, design, and develop additional parks and recreational facilities that meet current and emerging needs of the community.*

**City of Appleton Trails Master Plan (January 2017):** The City of Appleton Trails Master Plan proposed network map identifies a proposed trail between Eisenhower Drive and Coop Road located within the proposed Southpoint Commerce Park Plat No. 4.

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

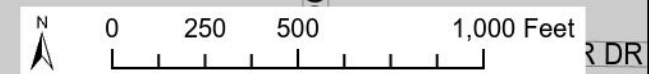
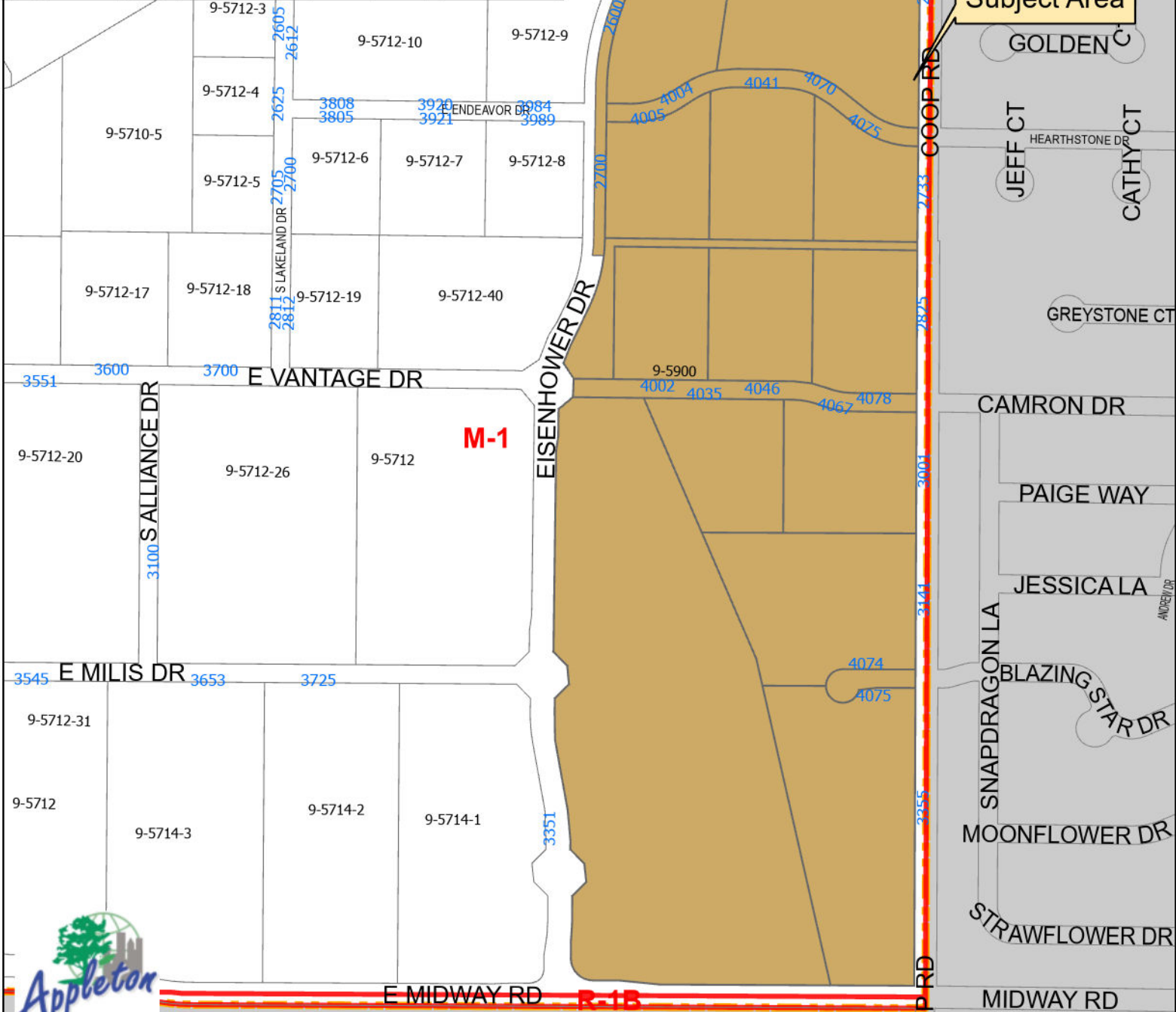
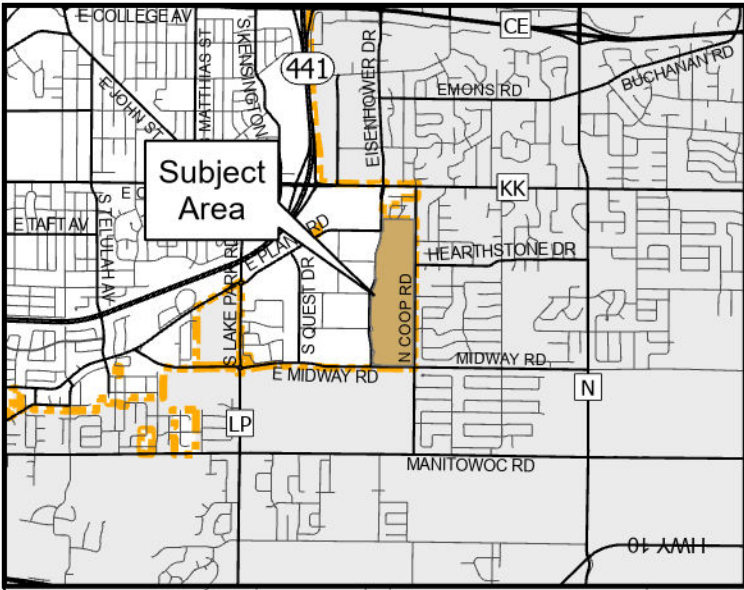
**RECOMMENDATION**

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The Final Plat for Southpoint Commerce Park Plat No. 4 **BE APPROVED** subject to the following conditions and as shown on the attached maps:

1. City Signatures shall not be affixed to the Final Plan until objecting authorities (Department of Administration and Calumet County Planning and Zoning Committee) reviews and notifies the City that they do not object to the Final Plat.
2. All requirements from the City of Appleton Department of Public Works, Engineering Division shall be met to the satisfaction of the City Engineer prior to the City affixing signatures on the Final Plat.
3. The Final Plat shall be recorded within 12 months from the approval date of the last approving authority and within 36 months from the approval date of the first approving authority. Failure to do so requires the subdivider to recommence the entire procedure for Final Plat approval.

# Final Plat Southpoint Commerce Park Plat No. 4 Vicinity Map

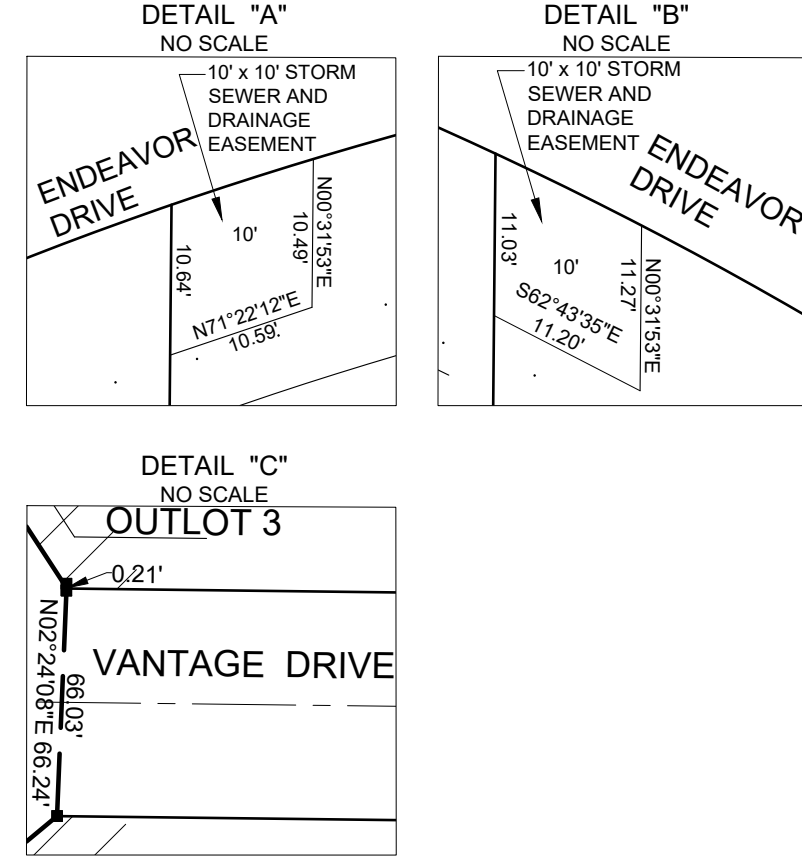
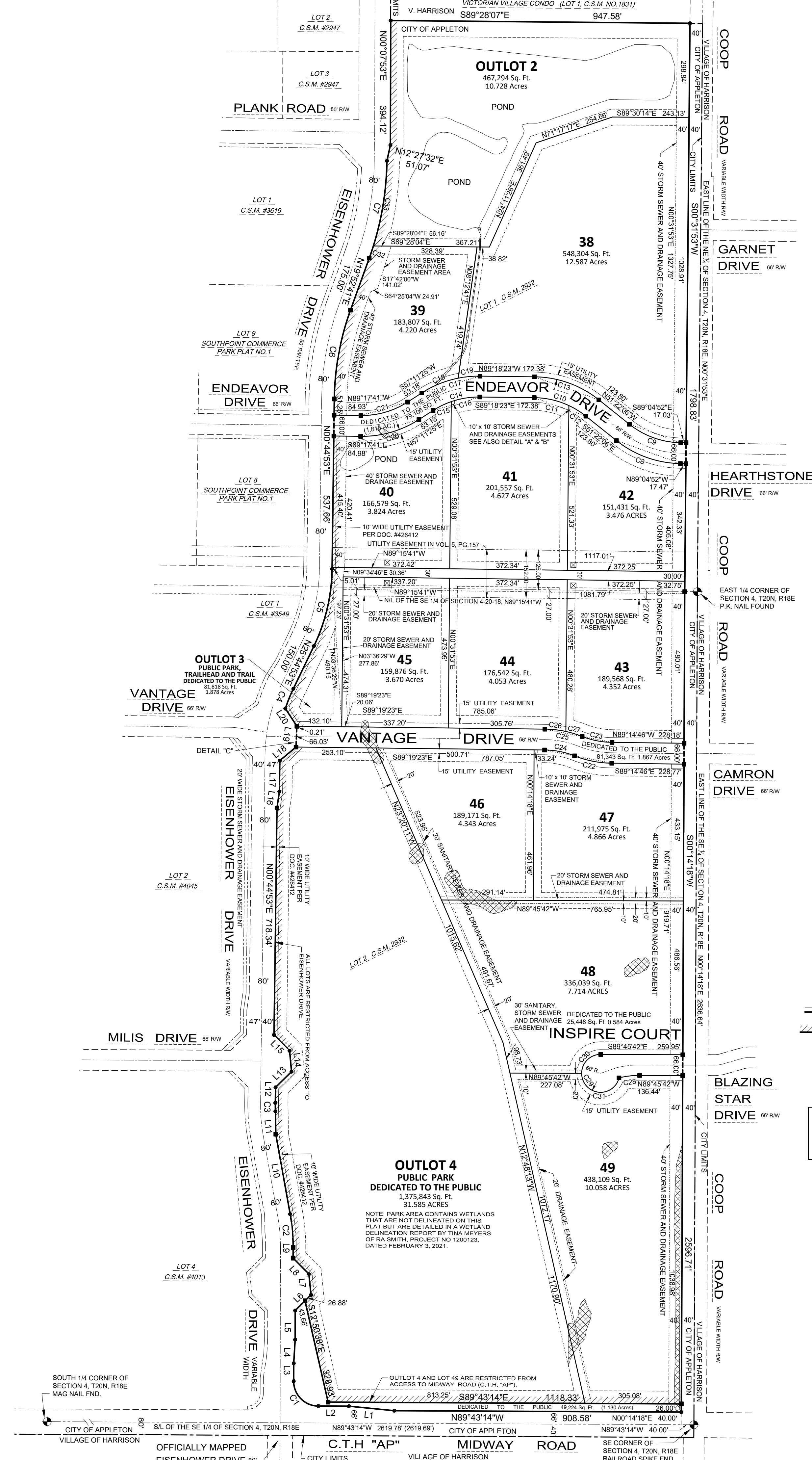






# SOUTHPOINT COMMERCE PARK PLAT NO. 4

ALL OF LOT 1 AND 2 OF CERTIFIED SURVEY MAP NO. 2932, LOCATED IN THE NORTHEAST ¼ OF THE NORTHEAST ¼, THE SOUTHEAST ¼ OF THE NORTHEAST ¼, THE NORTHWEST ¼ OF THE SOUTHEAST ¼ THE NORTHEAST ¼ OF THE SOUTHEAST ¼, THE SOUTHEAST ¼ OF THE SOUTHEAST ¼, AND THE SOUTHWEST ¼ OF THE SOUTHEAST ¼, OF SECTION 4, TOWNSHIP 20 NORTH, RANGE 18 EAST, CITY OF APPLETON, CALUMET COUNTY, WISCONSIN.

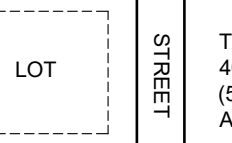


CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	CENTRAL ANGLE	TANGENT BEARING	TANGENT BEARING
C1	78.50'	123.06'	110.84'	N44°48'33\"W	89°49'22\"	N89°43'14\"W	N00°06'08\"E
C2	590.00'	106.12'	105.98'	N05°03'02\"W	10°18'20\"	N00°06'08\"E	N10°12'12\"W
C3	503.00'	26.80'	26.79'	N00°46'41\"W	3°03'08\"	N02°18'15\"W	N00°44'53\"E
C4	500.00'	67.63'	67.58'	N21°52'23.5\"E	7°44'59\"	N17°59'54\"E	N25°44'53\"E
C5	580.00'	253.07'	251.07'	N13°14'53\"E	25°00'00\"	N25°44'53\"E	N00°44'53\"E
C6	860.00'	287.14'	285.81'	N10°18'47\"E	19°07'48\"	N00°44'53\"E	N19°52'41\"E
C7	940.00'	314.55'	313.08'	N10°17'30\"E	19°10'22\"	N19°52'41\"E	N00°42'19\"E
C8	333.00'	219.18'	215.25'	N70°13'29\"E	37°42'46\"	N89°04'52\"W	N51°22'06\"W
C9	267.00'	175.74'	172.59'	N70°13'29\"E	37°42'46\"	N89°04'52\"W	N51°22'06\"W
C10	267.00'	176.79'	173.58'	S70°20'14.5\"E	37°56'17\"	N51°22'06\"W	N89°18'23\"W
C11	267.00'	113.30'	112.45'	S77°09'00\"E	24°18'46\"	N64°59'37\"W	N89°18'23\"W
C12	267.00'	63.49'	63.34'	S58°10'51\"E	13°37'31\"	N51°22'06\"W	N64°59'37\"W
C13	333.00'	220.49'	216.49'	N70°20'14.5\"W	37°56'17\"	N51°22'06\"W	N89°18'23\"W
C14	267.00'	156.13'	153.91'	S73°56'31\"W	33°30'12\"	N89°18'23\"W	S57°11'25\"W
C15	267.00'	64.28'	64.12'	S64°05'13\"W	19°42'37\"	S70°59'00\"W	S57°11'25\"W
C16	267.00'	91.85'	91.40'	S80°50'19\"W	13°47'35\"	N89°18'23\"W	S70°59'00\"W
C17	333.00'	194.72'	191.96'	S73°56'31\"W	33°30'12\"	N89°18'23\"W	S57°11'25\"W
C18	333.00'	124.99'	124.26'	S67°56'36\"W	21°30'22\"	S78°41'47\"W	S57°11'25\"W
C19	333.00'	69.73'	69.60'	S84°41'42\"W	11°59'50\"	N89°18'23\"W	S78°41'47\"W
C20	333.00'	194.79'	192.02'	S73°56'32\"W	33°30'54\"	S57°11'25\"W	N89°17'41\"W
C21	267.00'	156.18'	153.96'	S73°56'32\"W	33°30'54\"	S57°11'25\"W	N89°17'41\"W
C22	333.00'	120.74'	120.08'	N78°51'33\"W	20°46'26\"	N89°14'46\"W	N68°28'20\"W
C23	267.00'	96.81'	96.28'	N78°51'33\"W	20°46'26\"	N89°14'46\"W	N68°28'20\"W
C24	267.00'	97.16'	96.63'	N78°51'33\"W	20°51'03\"	N68°28'20\"W	N89°18'23\"W
C25	333.00'	121.18'	120.51'	N78°51'33\"W	20°51'03\"	N68°28'20\"W	N89°18'23\"W
C26	333.00'	67.05'	66.94'	N83°33'17.5\"W	11°32'11\"	N77°47'12\"W	N89°19'23\"W
C27	333.00'	54.13'	54.07'	N73°07'46\"W	9°18'52\"	N68°28'20\"W	N77°47'12\"W
C28	267.00'	65.85'	65.68'	S83°10'24\"W	14°07'49\"	N89°45'14\"W	S78°28'29\"W
C29	60.00'	268.53'	94.28'	N37°58'35\"W	25°25'46\"	S13°48'32\"W	S89°45'42\"E
C30	60.00'	94.50'	85.03'	S45°07'05\"W	9°01'42\"	N00°00'08\"W	S89°45'42\"E
C31	60.00'	174.03'	119.13'	N83°05'48\"W	16°61'20\"	S13°48'32\"W	N00°00'08\"W
C32	940.00'	40.62'	40.62'	N18°38'24\"E	2°28'33\"	S19°52'41\"W	N71°21'36\"W
C33	940.00'	273.93'	272.96'	N09°03'14\"E	16°41'49\"	S71°21'36\"E	N00°42'19\"E

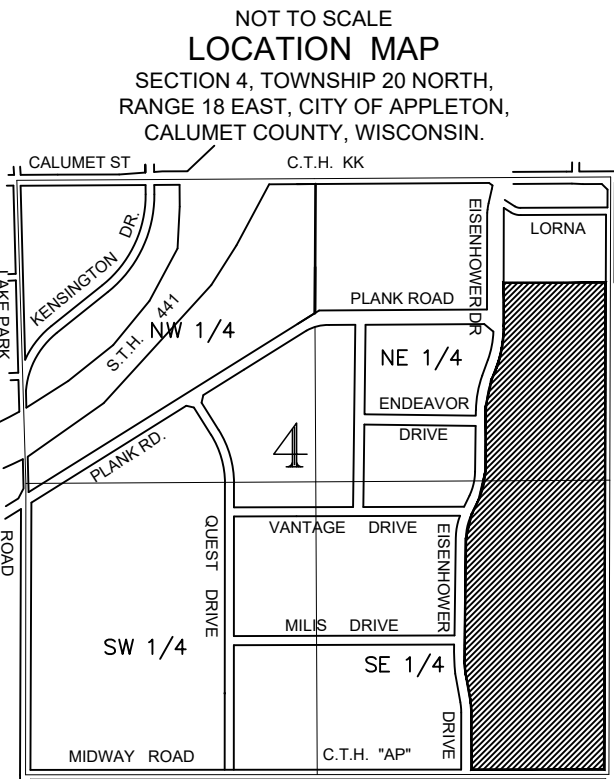
**NOTES:**  
 THIS PLAT IS ZONED M-1 DUE TO EXTENSIVE GRADING, A WAIVER FROM THE REQUIREMENTS OF §236.15 OF THE WISCONSIN STATUTES AND CHAPTER 17 OF THE CITY OF APPLETON MUNICIPAL CODE RELATING TO THE PLACEMENT OF SURVEY MONUMENTS FOR LOTS 38 THROUGH 49 AND OUTLOTS 2 THROUGH 4 OF THIS PLAT HAS BEEN APPROVED BY THE CITY OF APPLETON, PURSUANT TO §17-3(E), APPLETON MUNICIPAL CODE, ALL MONUMENTS SHALL BE IN PLACE WITHIN (1) YEAR OF THE GRANTING OF THE MONUMENT WAIVER.

- LEGEND**
- = 1 1/2 x 30\" Iron Rebar Set, Weighing 4.3 lbs./lineal foot set
  - = 3/4\" Iron Rebar Found
  - ( ) = Measurements of Record
  - ⊙ = Government Corner
  - ⊙ (with rebar symbol) = All other lot corners monumented with 3/4\" x 24\" iron rebar, weighing 1.5 lbs./lineal foot set
  - ⊙ (with wavy lines) = Delineated Wetland Areas
  - ⊙ (with tower symbol) = Utility Tower
  - ⊙ (with dashed line) = Proposed 15' Utility Easement (Unless Otherwise Noted)
  - ⊙ (with 'AP' symbol) = No Access to County Trunk "AP" (Midway Road) or Eisenhower Drive

ALL DIMENSIONS ARE MEASURED AND COMPUTED TO THE NEAREST 0.01 FOOT. ALL ANGLES AND BEARINGS ARE MEASURED AND COMPUTED TO THE NEAREST SECOND. ALL ELEVATIONS ARE REFERENCED TO NAVD 88 DATUM.

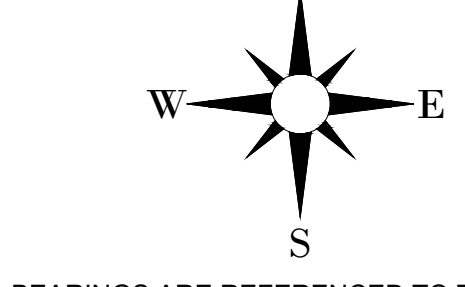


LINE	DESCRIPTION
L1	N84°20'57\"W 144.21'
L2	N89°43'14\"W 93.03'
L3	N00°06'08\"E 56.88'
L4	N03°33'16\"E 74.73'
L5	N00°06'08\"E 92.20'
L6	N45°14'23\"E 70.54'
L7	N05°56'56\"W 66.40'
L8	N44°45'37\"W 70.88'
L9	N00°06'08\"E 33.52'
L10	N10°12'12\"W 256.84'
L11	N00°51'56\"W 72.56'
L12	N00°44'53\"E 49.18'
L13	N45°33'46\"E 70.94'
L14	N05°18'36\"W 66.33'
L15	N44°26'14\"W 70.48'
L16	N08°26'29\"E 52.29'
L17	N00°44'53\"E 98.21'
L18	N50°11'14\"E 66.74'
L19	N02°24'08\"E 66.24'
L20	N33°11'41\"W 66.49'

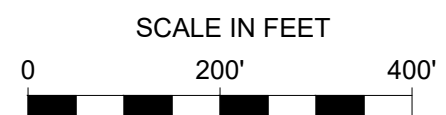


There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified \_\_\_\_\_, 20\_\_\_\_  
 Department of Administration



BEARINGS ARE REFERENCED TO THE WISCONSIN COUNTY COORDINATE SYSTEM, CALUMET COUNTY, EAST LINE OF THE SE 1/4 SECTION 4, T.20N., R.18E.; WHICH BEARS N00°14'18\"E  
 H:\Acad\Plats\Southpoint 2022\Southpoint4\_2023\_0906\_Final



**CITY OF APPLETON**  
 DEPT. OF PUBLIC WORKS  
 ENGINEERING DIVISION  
 100 NORTH APPLETON STREET  
 APPLETON, WI 54911  
 920-832-6474  
 DRAFTED BY: T. KROMM  
 SHEET 1 OF 2

**APPROVAL AGENCIES**  
 CITY OF APPLETON  
 AGENCIES HAVING AUTHORITY TO OBJECT  
 DEPARTMENT OF ADMINISTRATION  
 CALUMET COUNTY PLANNING AND ZONING COMMITTEE





# MEMORANDUM

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

TO: City Plan Commission

FROM: Jessica Titel, Principal Planner

DATE: December 13, 2023

RE: Acquisition and Dedication of a Public Trail Within Southpoint Commerce Park per Wis. State Statute 62.23(5)

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Wis. State Statute 62.23(5) states that the location, acceptance and/or acquisition of land to be used as a public way, park (i.e. public trail) or public grounds shall be referred to the Plan Commission for its consideration and report before final action is taken by the Common Council.

## **Background:**

The City of Appleton Trails Master Plan (2017) proposed network map identifies a proposed trail between Eisenhower Drive and Coop Road located within Southpoint Commerce Park.

The attached Certified Survey Maps creates outlots for the proposed Southpoint Commerce Park trail and dedicates the outlots for public trail purposes. The City is planning to purchase the outlots for public trail purposes. Prior to purchase, the Plan Commission shall make a determination and recommendation in regards to the acquisition of the property for public trail purposes and the acceptance of said outlots for public trail purposes. The land dedication for the public trail occurs at the time the Certified Survey Map is recorded.

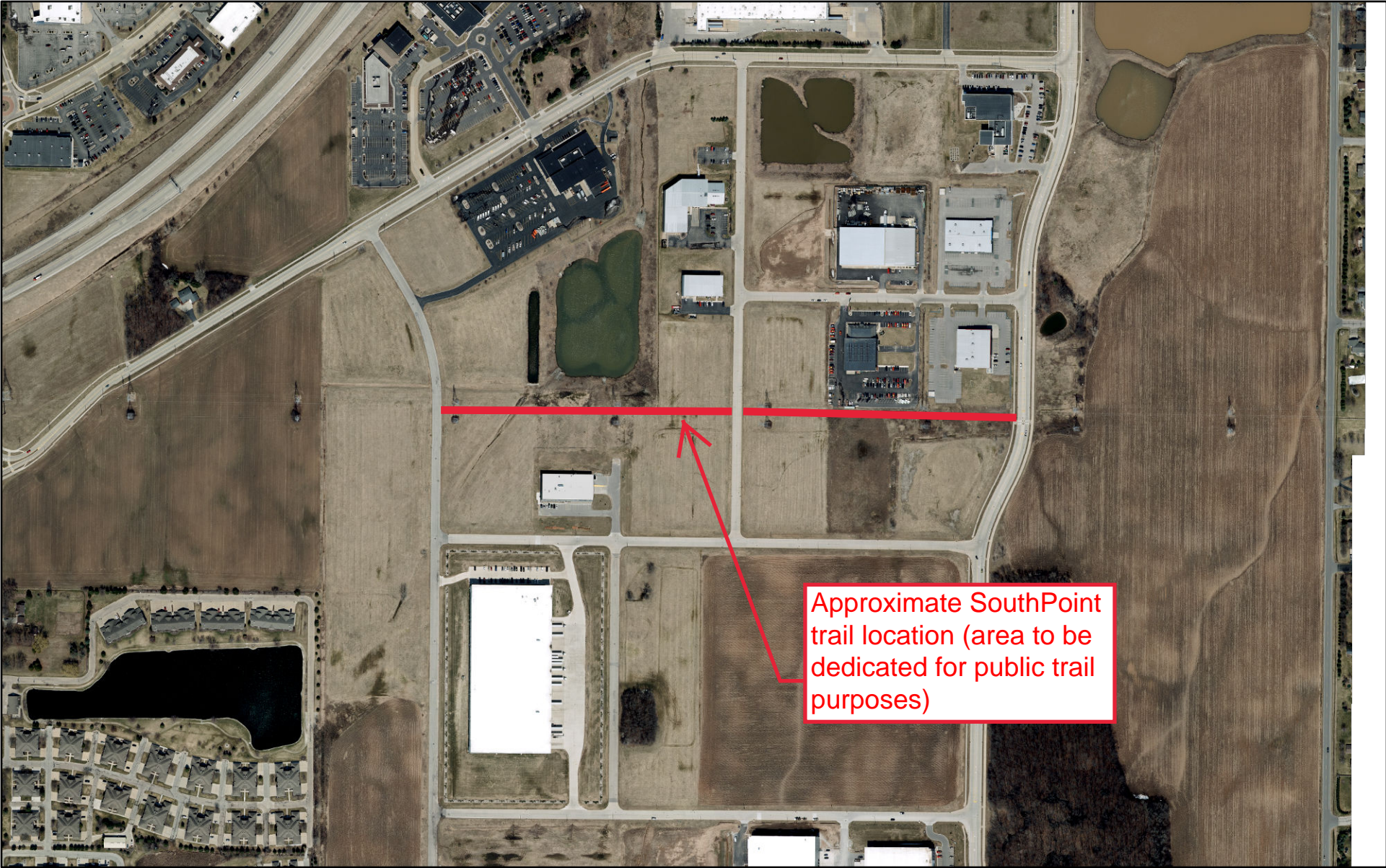
Please see the attached draft Certified Survey Maps and the “Proposed Trails” map from the 2017 Trails Master Plan.

## **PLAN COMMISSION RECOMMENDED ACTION:**

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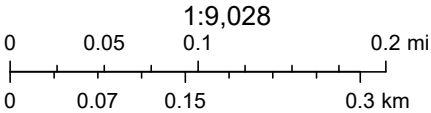
In accordance with Wis. State Statute 62.23(5), Staff recommends City acquisition of the proposed outlots and acceptance of the proposed dedication of the outlots identified for public trail purposes within Southpoint Commerce Park, as shown on the attached maps and the 2017 Trails Master Plan, **BE APPROVED.**

# SouthPoint Commerce Park Trail



Approximate SouthPoint trail location (area to be dedicated for public trail purposes)

12/5/2023, 10:30:48 AM



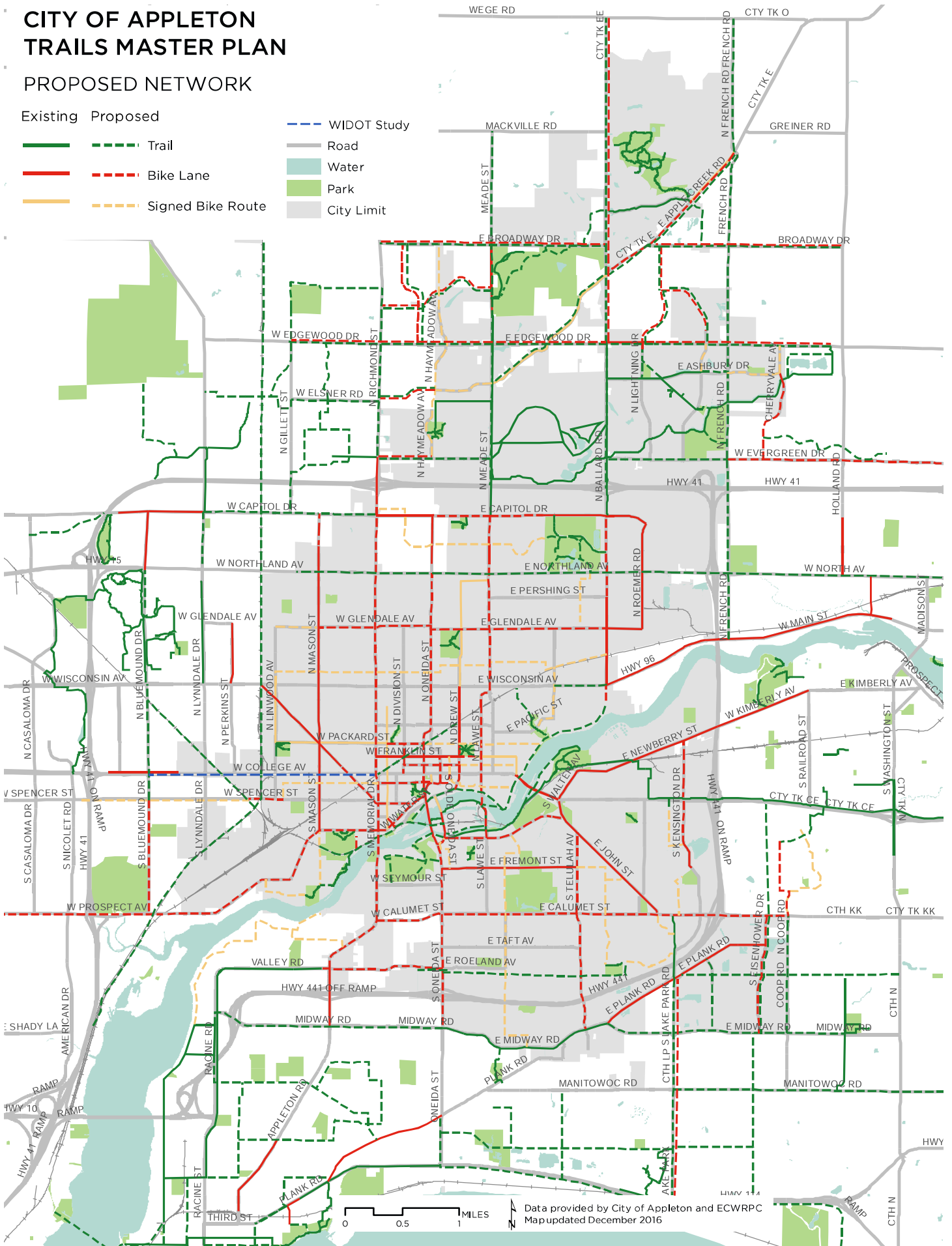
# CITY OF APPLETON TRAILS MASTER PLAN

## PROPOSED NETWORK

Existing Proposed

- Trail
- - - Bike Lane
- - - Signed Bike Route

- - - WIDOT Study
- Road
- Water
- Park
- City Limit

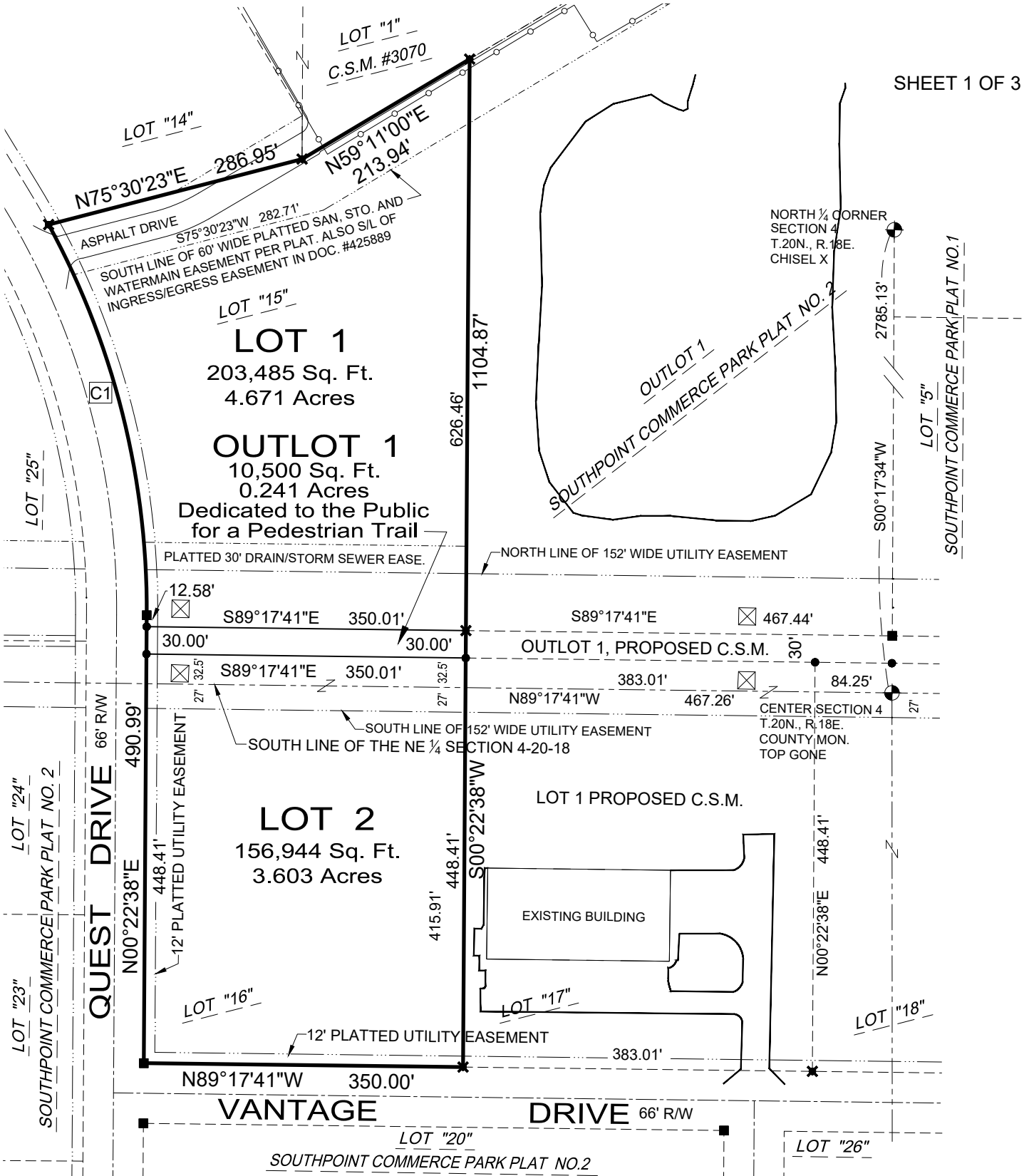


Data provided by City of Appleton and ECWRPC  
Map updated December 2016

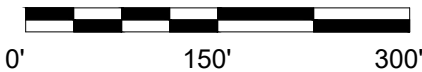
# CERTIFIED SURVEY MAP NO. \_\_\_\_\_

All of Lot 15 and 16 of Southpoint Commerce Park Plat No. 2, located in the Southeast 1/4 of the Northwest 1/4 and the Northeast 1/4 of the Southwest 1/4 of Section 4, Township 20 North, Range 18 East, City of Appleton, Calumet County, Wisconsin.

SHEET 1 OF 3



SCALE IN FEET

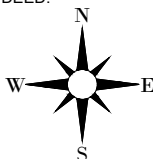


LEGEND

- = 3/4" Iron Rebar, 24" long, Weighing 1.5 lbs./ft. Set
- ✕ = 3/4" Iron Rebar Found
- = 1 1/4" Iron Rebar Found
- ⊙ = Government Corner
- ( ) = Measurements of Record
- ⊠ = Steel Transmission Tower
- = Chain Link Fence

NOTES:

1. TYPICAL BUILDING SETBACK IS 40' AT FRONT, 25' SIDE AND REAR (50' REAR YARD AND SIDE YARD IF ABUTTING A RESIDENTIALLY-ZONED DISTRICT).
2. THIS CERTIFIED SURVEY MAP DOES NOT TRANSFER INTEREST IN REAL PROPERTY. TRANSFER OF INTEREST IN REAL PROPERTY REQUIRES A DEED.



BEARINGS ARE REFERENCED TO SOUTHPOINT COMMERCE PARK NO. 2, WHICH IS REFERENCED TO THE WISCONSIN COUNTY COORDINATE SYSTEM, CALUMET COUNTY.

CURVE DATA TABLE

CURVE	RADIUS	LENGTH	LC	LCB
C1	883.00'	446.17'	441.44'	N14°05'54"W

## CITY OF APPLETON

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

DRAFTED BY: T. KROMM

Cloud\Acad\CSM\2023\Southpoint\Southpoint2  
Lots\_15-16\_CSM\_0427\_2023





# CERTIFIED SURVEY MAP NO. \_\_\_\_\_

All of Lot 15 and 16 of Southpoint Commerce Park Plat No. 2, located in the Southeast ¼ of the Northwest ¼ and the Northeast 1/4 of the Southwest ¼ of Section 4, Township 20 North, Range 18 East, City of Appleton, Calumet County, Wisconsin.

**TREASURER'S CERTIFICATE:**

I, being the duly elected, qualified and acting treasurer, do hereby certify that there are no unpaid taxes or unpaid special assessments on of the lands included in this Certified Survey Map as of:

\_\_\_\_\_  
City Finance Director    Date  
Jeri A. Ohman

\_\_\_\_\_  
County Treasurer    Date  
Trenten Woelfel

**CITY OF APPLETON APPROVAL:**

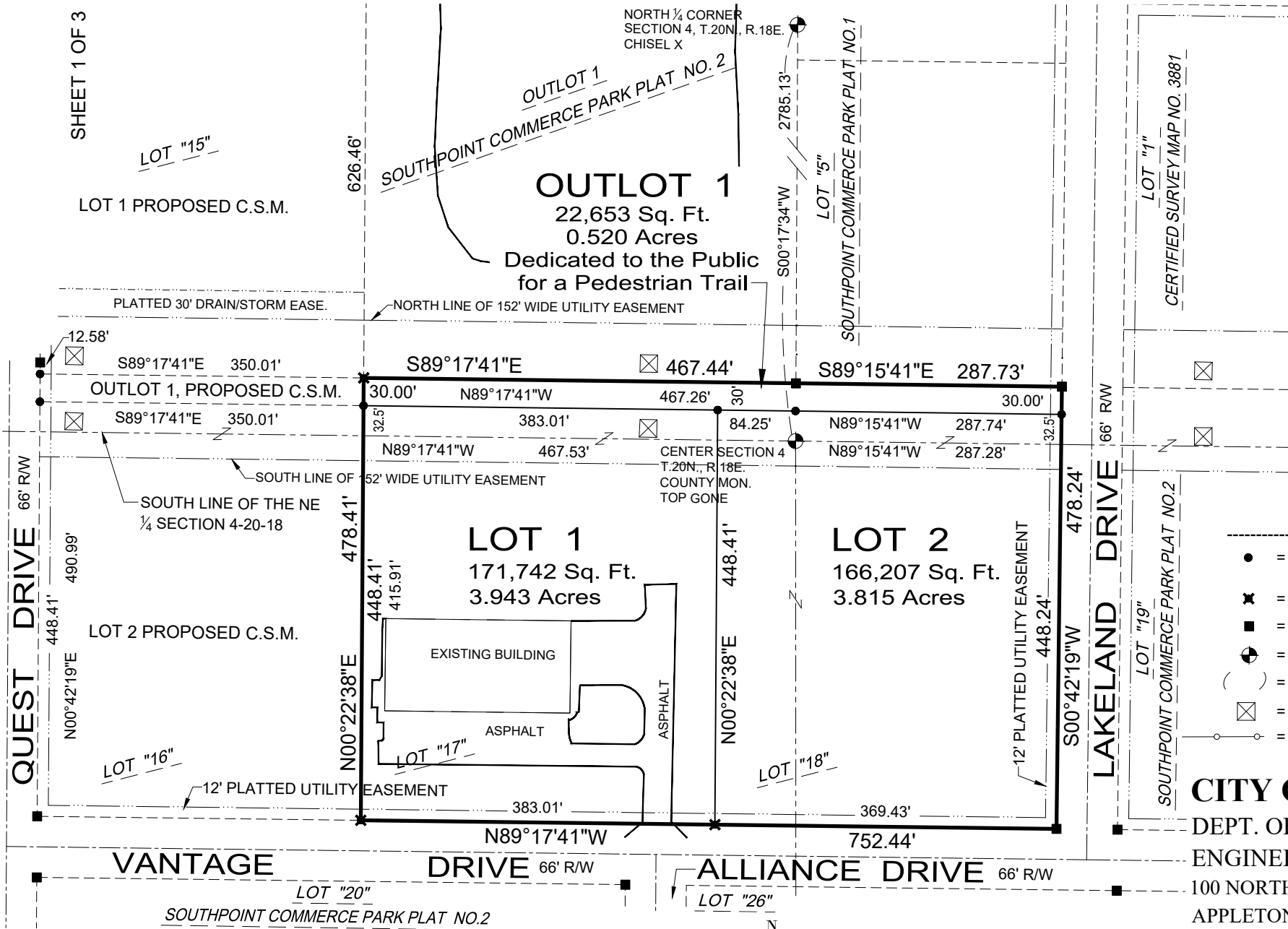
Approved by the City of Appleton on this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Jacob A. Woodford, Mayor    Date

\_\_\_\_\_  
Kami Lynch, City Clerk    Date

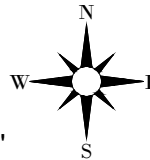
# CERTIFIED SURVEY MAP NO.

All of Lot 17 and 18 of Southpoint Commerce Park Plat No. 2, located in the Southeast 1/4 of the Northwest 1/4, the Northeast 1/4 of the Southwest 1/4, Northwest 1/4 of the Southeast 1/4, and the Southwest 1/4 of the Northeast 1/4 of Section 4, Township 20 North, Range 18 East, City of Appleton, Calumet County, Wisconsin.



**NOTES:**

1. TYPICAL BUILDING SETBACK IS 40' AT FRONT, 25' SIDE AND REAR (50' REAR YARD AND SIDE YARD IF ABUTTING A RESIDENTIALLY-ZONED DISTRICT).
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BEARINGS ARE REFERENCED TO SOUTHPOINT COMMERCE PARK NO. 2, WHICH IS REFERENCED TO THE WISCONSIN COUNTY COORDINATE SYSTEM, CALUMET COUNTY.

## CITY OF APPLETON

DEPT. OF PUBLIC WORKS  
ENGINEERING DIVISION  
100 NORTH APPLETON STREET  
APPLETON, WI 54911

920-832-6474  
DRAFTED BY: T. KROMM  
Cloud\Acad\CSM\2023\Southpoint\Southpoint2  
Lots\_17-18\_CSM\_0502\_2023

**CERTIFIED SURVEY MAP NO. \_\_\_\_\_**

All of Lot 17 and 18 of Southpoint Commerce Park Plat No. 2, located in the Southeast ¼ of the Northwest ¼, the Northeast ¼ of the Southwest ¼, Northwest ¼ of the Southeast ¼, and the Southwest ¼ of the Northeast ¼ of Section 4, Township 20 North, Range 18 East, City of Appleton, Calumet County, Wisconsin.

SHEET 2 OF 3

**SURVEYOR’S CERTIFICATE:**

All of Lot 17 and 18 of Southpoint Commerce Park Plat No. 2, located in the Southeast ¼ of the Northwest ¼, the Northeast ¼ of the Southwest ¼, Northwest ¼ of the Southeast ¼, and the Southwest ¼ of the Northeast ¼ of Section 4, Township 20 North, Range 18 East, City of Appleton, Calumet County, Wisconsin. Said lands subject to all easements and restrictions of record.

That I have fully complied with the provisions of Chapter 236.34 of the Wisconsin Statutes and the City of Appleton subdivision ordinance in surveying, dividing and mapping the same. That this map is a correct representation of all exterior boundaries of the land surveyed and the division thereof.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Wisconsin Professional Land Surveyor: Thomas M. Kromm

This Certified Survey Map is all of tax parcel: 31-9-5712-17 and 31-9-5712-18.  
This Certified Survey Map is contained within the property described in the following recorded instrument(s): Doc. in J.2996 I.18-19, Doc. in J.2992 I.5-6, Doc. in J.5037 I.63-64, Doc. No.401088, and Doc. No.538545. The property owner of record for Lot 17 of Southpoint Commerce Park Plat No. 2 is New Morning Real Estate LLC and Lot 18 of Southpoint Commerce Park Plat No. 2 is the City of Appleton.

**CORPORATE OWNER’S CERTIFICATE:**

City of Appleton, a municipal corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, hereby certify that we caused the land on this Certified Survey Map to be surveyed, divided, mapped, and dedicated all as shown and represented on this map. We do further certify this Certified Survey Map is required by s.236.10 or 236.12 of the Wisconsin statutes to be submitted to the following for approval: City of Appleton

\_\_\_\_\_  
Jacob A. Woodford, Mayor                                      Date

\_\_\_\_\_  
Kami Lynch, City Clerk                                      Date

STATE OF WISCONSIN)  
  ) SS  
OUTAGAMIE COUNTY)

Personally came before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2023, the above-named owners to me known to be the persons who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Notary

My commission expires \_\_\_\_\_

**CERTIFIED SURVEY MAP NO. \_\_\_\_\_**

All of Lot 17 and 18 of Southpoint Commerce Park Plat No. 2, located in the Southeast 1/4 of the Northwest 1/4, the Northeast 1/4 of the Southwest 1/4, Northwest 1/4 of the Southeast 1/4, and the Southwest 1/4 of the Northeast 1/4 of Section 4, Township 20 North, Range 18 East, City of Appleton, Calumet County, Wisconsin.

SHEET 3 OF 3

**CORPORATE OWNER’S CERTIFICATE:**

NEW MORNING REAL ESTATE LLC, As owner(s), I(we), hereby certify that we caused the land on this Certified Survey Map to be surveyed, divided, mapped, and dedicated all as shown and represented on this map. I(we) further certify this Certified Survey Map is required by s.236.10 or 236.12 of the Wisconsin statutes to be submitted to the following for approval: City of Appleton

\_\_\_\_\_  
Name:    Date  
Title:

\_\_\_\_\_  
Name:    Date  
Title:

STATE OF WISCONSIN)  
  ) SS  
OUTAGAMIE COUNTY)

Personally came before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2023, the above-named owners to me known to be the persons who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Notary

My commission expires \_\_\_\_\_

**TREASURER’S CERTIFICATE:**

I, being the duly elected, qualified and acting treasurer, do hereby certify that there are no unpaid taxes or unpaid special assessments on of the lands included in this Certified Survey Map as of:

\_\_\_\_\_  
City Finance Director    Date  
Jeri A. Ohman

\_\_\_\_\_  
County Treasurer    Date  
Trenten Woelfel

**CITY OF APPLETON APPROVAL:**

Approved by the City of Appleton on this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Jacob A. Woodford, Mayor    Date

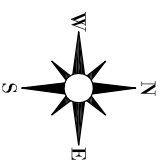
\_\_\_\_\_  
Kami Lynch, City Clerk    Date

# CERTIFIED SURVEY MAP NO.

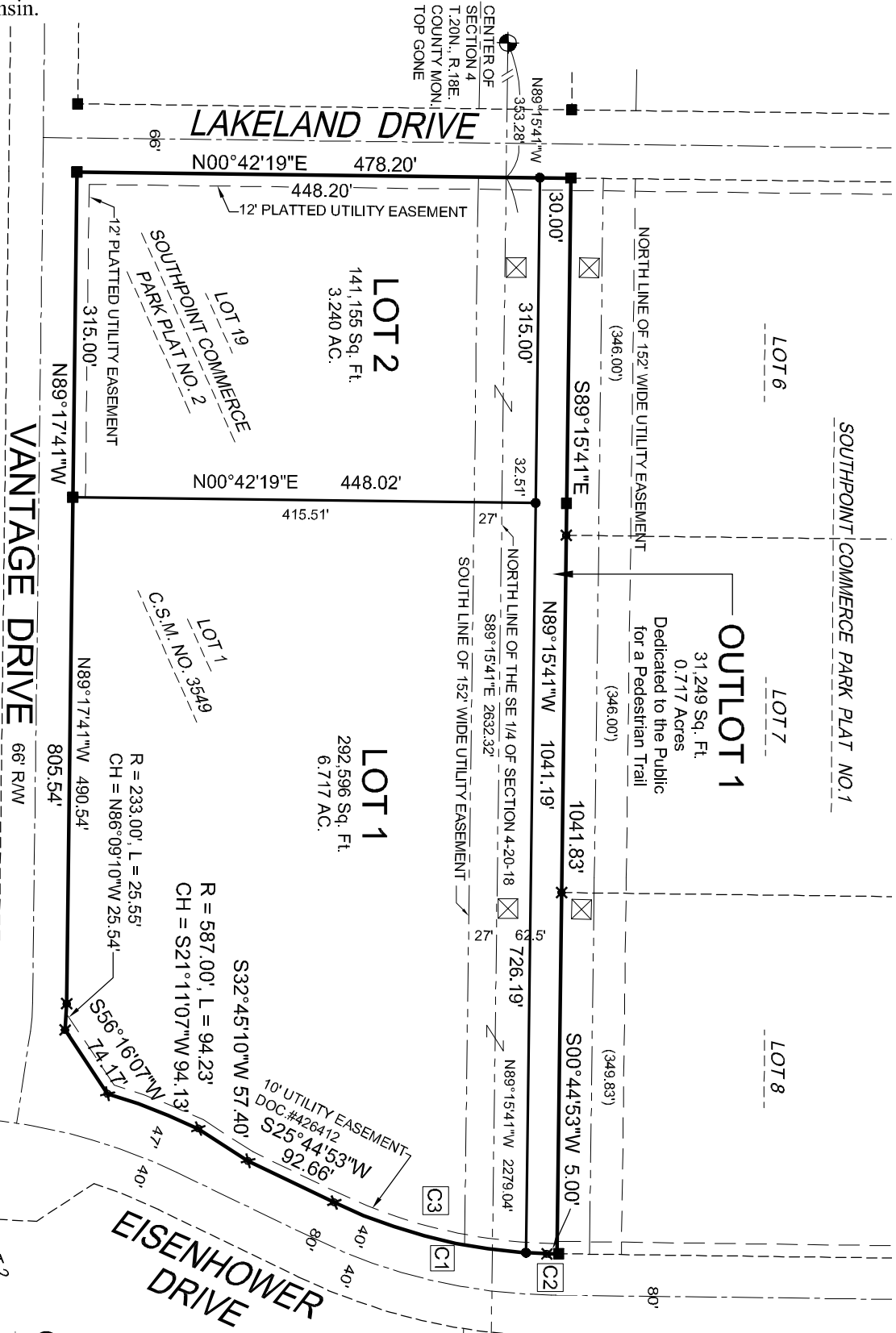
All of Lot 19 of Southpoint Commerce Park Plat No. 2 and all of Lot 1 of Certified Survey Map No.3549, located in the Southeast 1/4 of the Northeast 1/4, the Northeast 1/4 of the Southeast 1/4, Northwest 1/4 of the Southeast 1/4, and the Southwest 1/4 of the Northeast 1/4 of Section 4, Township 20 North, Range 18 East, City of Appleton, Calumet County, Wisconsin.

- NOTES:
1. TYPICAL BUILDING SETBACK IS 40' AT FRONT, 25' SIDE AND REAR (60' REAR YARD AND SIDE YARD IF ABUTTING A RESIDENTIALLY-ZONED DISTRICT).
  2. THIS CERTIFIED SURVEY MAP DOES NOT TRANSFER INTEREST IN REAL PROPERTY. TRANSFER OF INTEREST IN REAL PROPERTY REQUIRES A DEED.

CURVE DATA TABLE			
CURVE	RADIUS	LENGTH	LCB
C1-Total	500.00'	218.17'	216.44'
C2-Outlet 1	500.00'	25.01'	25.01'
C3-Lot 1	500.00'	193.16'	191.96'



BEARINGS ARE REFERENCED TO SOUTHPOINT COMMERCE PARK NO. 2, WHICH IS REFERENCED TO THE WISCONSIN COUNTY COORDINATE SYSTEM, CALUMET COUNTY.



- LEGEND
- = 3/4" Iron Rebar, 24" long, Weighing 1.5 lbs./ft. Set
  - ✕ = 3/4" Iron Rebar Found
  - = 1 1/2" Iron Rebar Found
  - ⊙ = Government Corner
  - ( ) = Measurements of Record
  - ⊠ = Steel Transmission Tower

**CITY OF APPLETON**  
 DEPT. OF PUBLIC WORKS  
 ENGINEERING DIVISION  
 100 NORTH APPLETON STREET  
 APPLETON, WI 54911  
 920-832-6474  
 DRAFTED BY: T. KROMM  
 Cloud/Acad/CSM/2023/Southpoint/Southpoint  
 Lot\_19\_CSM3549\_0522\_2023



# CERTIFIED SURVEY MAP NO. \_\_\_\_\_

All of Lot 19 of Southpoint Commerce Park Plat No. 2 and all of Lot 1 of Certified Survey Map No.3549, located in the Southeast 1/4 of the Northeast 1/4, the Northeast 1/4 of the Southeast 1/4, Northwest 1/4 of the Southeast 1/4, and the Southwest 1/4 of the Northeast 1/4 of Section 4, Township 20 North, Range 18 East, City of Appleton, Calumet County, Wisconsin.

SHEET 3 OF 3

## CORPORATE OWNER'S CERTIFICATE:

OSHKOSH AAP LLC, As owner(s), I(we), hereby certify that we caused the land on this Certified Survey Map to be surveyed, divided, mapped, and dedicated all as shown and represented on this map. I(we) further certify this Certified Survey Map is required by s.236.10 or 236.12 of the Wisconsin statutes to be submitted to the following for approval: City of Appleton

\_\_\_\_\_  
Name: \_\_\_\_\_ Date \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_ Date \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF WISCONSIN)  
                                  ) SS  
OUTAGAMIE COUNTY)

Personally came before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2023, the above-named owners to me known to be the persons who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Notary

My commission expires \_\_\_\_\_

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\_\_\_\_\_  
City Finance Director \_\_\_\_\_ Date \_\_\_\_\_  
Jeri A. Ohman

\_\_\_\_\_  
County Treasurer \_\_\_\_\_ Date \_\_\_\_\_  
Trenten Woelfel

## CITY OF APPLETON APPROVAL:

Approved by the City of Appleton on this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Jacob A. Woodford, Mayor \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
Kami Lynch, City Clerk \_\_\_\_\_ Date \_\_\_\_\_



*"...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](mailto:dean.gazza@appleton.org)

TO: Parks and Recreation Committee

FROM: Dean R. Gazza

DATE: December 11, 2023

RE: Action: Adopt the Proposed Revised Houdini Plaza Rental and Fee Schedule Policy

The Parks, Recreation, and Facilities Management Department has reviewed the Houdini Plaza Rental and Fee Schedule Policy. Reviews are completed to ensure the policy remains current and reflects the current needs of the users. The following changes are being proposed upon review.

1. Increase rental fees by \$25.00
2. Allow outdoor propane fire pits for unique circumstances
3. Cleaning up language to comply with other city policies

Our department requests approval of the updates which will go into effect December 31, 2023.

Please contact me at 832-5572 or at [dean.gazza@appleton.org](mailto:dean.gazza@appleton.org) with any questions.



<b>CITY OF APPLETON POLICY</b>		<b>TITLE: HOUDINI PLAZA – RENTAL AND FEE SCHEDULE</b>
ISSUE DATE: [Day of Council Adoption]		LAST UPDATE: March 6, 2019
POLICY SOURCE: Parks, Recreation and Facilities Management Department		TOTAL PAGES: 5
Reviewed by Attorney’s Office Date: November 3, 2023	Parks and Recreation Committee Approval Date:	Council Approval Date:

**I. Purpose**

To provide a policy to authorize the Parks, Recreation and Facilities Management Department to equitably administer rules and regulations, policies, fees and charges and manage the use of Houdini Plaza for private and/or community events. The Parks, Recreation and Facilities Management Department also recognizes Houdini Plaza provides quality of life uses for individuals, organizations and groups and bring certain benefits to the community, but has certain use limitations due to size, available facilities, site development and location.

**II. Policy**

This policy authorizes the Parks, Recreation and Facilities Management Department to charge fees for the use of Houdini Plaza within the rate schedule established by the Parks and Recreation Committee and City Council. The Parks, Recreation and Facilities Management Department has also established guidelines for the preservation of the public’s health, safety, welfare, and to promote the responsible use of publicly owned property and facilities. To effectively manage, protect facilities, and promote wise use of urban spaces, this policy authorizes the Parks, Recreation and Facilities Management Director and/or designees to:

1. Cancel and/or relocate any reservation that potentially threatens the integrity of Houdini Plaza due to misrepresentation of information on the Facility Reservation Agreement, or if conditions of the facility or grounds would potentially create an unsafe situation.
2. Limit the availability of Houdini Plaza to perform routine and/or required maintenance and renovations to preserve the plaza integrity, including hard surfaces, turf, trees, vegetation, amenities, etc.
3. Deny any facility reservation application if the expected attendance would endanger public health and safety or compromise the condition of facilities.
4. Enforce Park rules, regulations, and policies.
5. Require insurance coverage with limits established by the City Risk Manager for all activities or events scheduled for Houdini Plaza.

### III. Definitions

- **Houdini Plaza** – Urban space on the southeast corner of Appleton Street and College Avenue as identified in the City of Appleton’s Comprehensive Outdoor Recreation Plan.
- **Local Non-Profit Organization** – Non-profit organization located in the Fox Cities that offers activity and/or event to promote quality of life experiences for citizens of Appleton and surrounding communities.
- **National Non-Profit Organization** – National non-profit organization that offers activity and/or event to promote its objectives and focus.
- **For-Profit Organization** – For-profit organization that offers activity and/or event for the primary purpose of raising money for its operations/objectives/programs.
- **Private Event** – Exclusive use of the plaza for an event and/or activity by an organization, group or individual that requires some or all of Houdini Plaza to be closed to the public.
- **Exchange of Money** – The exchange of any money at an event or program that is held in Houdini Plaza specifically reserved for that event or program.
- **Facility Reservation Policies and Procedures** – These policies and procedures are stated on the back of the Facility Reservation Agreement that explain reservations, sales of concessions, cancellation/refund procedures, alcohol policies and damage policies.
- **Park Rules & Regulations** – Are adopted by the City Council and published by the Parks, Recreation and Facilities Management Department. These rules and regulations are included with every Facility Reservation Agreement packet.
- **Processing Fee** – Fee charged to process a refund and/or cancellation request that is received before the reservation date.
- **Special Event** – An event or activity that meets the City of Appleton’s definition for a special event activity, is held in a city park and/or special area, and exceeds the normal and ordinary use of the park and/or special area.
- **Event Fee** – Fee charged for any rental of Houdini Plaza that is determined to be a special event.

### IV. Discussion

This policy defines how Houdini Plaza shall be reserved by individuals, organizations and/or groups (herein “organizers”) for use of the facility. The policy shall also define the fee(s) charged to organizers for their reservation request.

### V. Reservations:

1. All organizers reserving Houdini Plaza will be charged in accordance with the established rate schedule, including but not limited to: reservation fee, exchange of money permit, tent permit, tent inspection fee, late registration, and/or event fee for facility.
2. All reservations of Houdini Plaza shall be considered special events. The use of Houdini Plaza for a special event that is private must be approved by the Parks and Recreation Committee and Common Council. All other reservations that are open to the general public will be subject to review by the Director of Parks, Recreation, and Facilities Management Department or their designee.
3. The reservation of Houdini Plaza shall follow the procedures identified in the Special Events Policy and organizers will be required to pay the all the fees required under the

- Special Events Policy, including but not limited to a separate “Event Fee” of \$50.00 as listed in the Fee Schedule on the last page of this policy.
4. The reservation request for Houdini Plaza shall include the actual time needed for the activity or event, including the time for all set up, tear down, and clean up.
  5. All reservations for Houdini Plaza shall be considered for the entire day. Reservations for the same day by two different organizers are not permitted unless written confirmation is received from both organizers and the City of Appleton is not responsible for any additional service required to accommodate the multiple events.
  6. Houdini Plaza is available all year, however during the winter months (November through March) the Parks, Recreation and Facilities Management Department reserves the right to limit access to the plaza and facilities and charge back to the organizations/groups costs to prepare the plaza for any activity or event. Preparations services during the winter months include but are not limited to snow removal, ice control, waste containers, etc.
  7. If an organizer performs set up or tear down of any equipment on any date not included on the reservation, the organizer will be charged for the full day in which setup or takedown occurs. In addition, if these actions interfere with another rental, the City reserves the right to have any set up removed at the organizer’s cost.
  8. Organizers that have reserved Houdini Plaza for an event or activity shall have thirty (30) days after the date of the special event to reserve Houdini Plaza for the same weekend and/or date for the following year. After thirty (30) days, the Parks, Recreation and Facilities Management Department will make Houdini Plaza available to other interested parties.
  9. A special event license for Houdini Plaza will not be issued until all approvals have been received through the Special Events Permit process.
  10. All other reservations for Houdini Plaza are on a first-come, first-served basis and may be made no more than one (1) year in advance.
  11. The Parks, Recreation and Facilities Management Department reserves the right to require a security deposit for any reservation based on the type of event, number of participants, use of facility, etc. The amount of the security deposit will be based on factors listed earlier. The security deposit will be returned within 10-14 business days after the event if all conditions of the reservation request were met, including, but not limited to: facility clean-up, proper vacation of the facilities, removal of personal equipment/supplies/etc., and leaving the facility(s) in a clean and orderly condition.
  12. All applications for facility reservations should be made at least ninety (90) days in advance of the reservation date, depending on the size of the event and/or need for street closures. Please refer to the Special Event Policy for a more detailed breakdown of the minimum number of days before the event to apply for a license and the costs associated with your Special Event. No license will be granted less than ten days before the date of your event.
  13. This policy shall become effective for any events scheduled after December 31, 2023 and shall remain in effect until it is modified, changed, and/or repealed.

## **VI. Terms & Conditions of Use:**

- The special event license holder must bring their copy of the approved reservation to show City personnel upon request. In all cases, special event license holders shall be given preference for the use of the space designated on the approved agreement.

- Vehicles are not allowed on any park surface at any time; this includes trucks, cars, Utility Task Vehicles (“UTVs”), golf carts, etc. Authorization may be given for unique circumstances, but must be approved in advance by the Director of Parks, Recreation and Facilities Management or their designee.
- Organizers shall leave the facility in a clean and orderly condition. Groups are not permitted to remove any City equipment or supplies. The City will not be held financially or legally responsible for any injuries or damage that occurs as a result of the rental and reserves the right to pursue all legal remedies against the organizer and/or organization for the costs incurred by such injury and/or damage during the rented timeframe.
- No equipment that utilizes fuels or electrical power shall be allowed within the park. Authorization may be given for unique circumstances for the use of outdoor propane fire pits, but must be approved in advance by the Director of Parks, Recreation and Facilities Management or their designee.

## **VII. Cancellation/Refunds:**

- A full refund of the rental fee will be made if the reservation is cancelled more than 90 days in advance of the event. A full refund of the rental fee for a cancellation of Houdini Plaza less than 90 days in advance of the event will be made only if the facility is rented to another party for the date cancelled. Refunds are subject to a \$10.00 processing fee.
- A full refund of the rental fee will be made if the reservation is cancelled by the Parks, Recreation and Facilities Management Department due to unsafe conditions, issues or concerns with plaza facilities, construction activities, etc. These refunds are not subject to the \$10.00 processing fee.

# HOUDINI PLAZA

## FEE SCHEDULE

<u>Organization/Group</u>	<u>Fees</u>
Local Non-Profit Organization	\$50.00 per day
National Non-Profit Organization	\$125.00 per day
For-Profit Organization	\$325.00 per day
Private Event	\$525.00 per day
<u>Other Services</u>	<u>Fees</u>
Exchange of Money Permit	\$25.00 per day \$100.00 per season
Tent Permit	\$15.00 per tent, per day
Fire Inspection (for tents)	\$25.00 per event
Late Reservation	\$10.00
Processing Fee	\$10.00
Event Fee	\$50.00 per event

<b>CITY OF APPLETON POLICY</b>		<b>TITLE: HOUDINI PLAZA – RENTAL AND FEE SCHEDULE</b>
ISSUE DATE: Day of Council Adoption	LAST UPDATE: March 6, 2019	<del>TEXT NAME:</del>
POLICY SOURCE: Parks, Recreation and Facilities Management Department		TOTAL PAGES: 5
Reviewed by Attorney’s Office Date: <a href="#">November 3, 2023</a>	Parks and Recreation Committee Approval Date:	Council Approval Date:

**I. Purpose**

To provide a policy to authorize the Parks, Recreation and Facilities Management Department to equitably administer rules and regulations, policies, fees and charges and manage the use of Houdini Plaza for private and/or community events. The Parks, Recreation and Facilities Management Department also recognizes Houdini Plaza provides quality of life uses for individuals, organizations and groups and bring certain benefits to the community, but has certain use limitations due to size, available facilities, site development and location.

**II. Policy**

This policy authorizes the Parks, Recreation and Facilities Management Department to charge fees for the use of Houdini Plaza within the rate schedule established by the Parks and Recreation Committee and City Council. The Parks, Recreation and Facilities Management Department has also established guidelines for the preservation of the public’s health, safety, welfare, and to promote the responsible use of publicly owned property and facilities. To effectively manage, protect facilities, and promote wise use of urban spaces, this policy authorizes the Parks, Recreation and Facilities Management Director and/or designees to:

1. Cancel and/or relocate any reservation that potentially threatens the integrity of Houdini Plaza due to misrepresentation of information on the Facility Reservation Agreement, or if conditions of the facility or grounds would potentially create an unsafe situation.
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4. Enforce park rules, regulations, and policies.
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### III. Definitions

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- **National Non-Profit Organization** – National non-profit organization that offers activity and/or event to promote its objectives and focus.
- **For-Profit Organization** – For-profit organization that offers activity and/or event for the primary purpose of raising money for its operations/objectives/programs.
- **Private Event** – Exclusive use of the plaza for an event and/or activity by an organization, group or individual that requires some or all of Houdini Plaza to be closed to the public.
- ~~Concessions/Sales/Exchange of Money - The sale of food, beverage and other associated products or~~ **Concessions/Sales/Exchange of Money** - The exchange of any money at an event or program that is held in Houdini Plaza specifically reserved for that event or program.
- **Facility Reservation Policies and Procedures** - These policies and procedures are stated on the back of the Facility Reservation Agreement that explain reservations, sales of concessions, cancellation/refund procedures, alcohol policies and damage policies.
- **Park Rules & Regulations** - Are ~~formulated-adopted~~ by the City Council and published by the Parks, Recreation and Facilities Management Department. These rules and regulations are included with every Facility Reservation Agreement packet.
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- **Special Event** - An event or activity that meets the City of Appleton’s ~~requirements definition~~ for a special event activity, is held in a city park and/or special area, and exceeds the normal and ordinary use of the park and/or special area.
- **Event Fee** – Fee charged for any rental of Houdini Plaza that is determined to be a special event.

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### IV. Discussion

This policy defines how Houdini Plaza shall be reserved by individuals, organizations and/or groups (herein “organizers”) for use of the facility. The policy shall also define the fee-(s) charged to ~~these~~ organizers for their reservation request.

### V. Reservations:

1. All organizers reserving Houdini Plaza will be charged in accordance with the established rate schedule, including but not limited to: reservation fee, ~~concessions/sales/exchange of money permit, tent permit, tent inspection fee, late registration, and/or~~ event fee for facility.
2. ~~All reservations of Houdini Plaza shall be limited to events and activities open to the general public and considered special events. The use of Houdini Plaza for a private event must be approved by the Parks and Recreation Committee and City Common Council. All reservations of Houdini Plaza shall be considered special events. The~~

use of Houdini Plaza for a special event that is private must be approved by the Parks and Recreation Committee and Common Council. All other reservations that are open to the general public will be subject to review by the Director of Parks, Recreation, and Facilities Management Department or their designee.

3. The reservation of Houdini Plaza shall follow the procedures identified in the Special Events Policy and organizers will be required to pay the all the fees required under the Special Events Policy, including but not limited to a separate “Event Fee” of \$50.00 as listed in the Fee Schedule on the last page of this policy.
4. The reservation request for Houdini Plaza shall include the actual time needed for the activity or event, including the time periodtime for all set up, tear down, and clean up.
5. All reservations for Houdini Plaza shall be considered for the entire day. Reservations for the same day by two different ~~organizations or groups~~organizers ~~is~~are not permitted unless written confirmation is received from both ~~organizations or groups~~organizers and the City of Appleton is not responsible for any additional service required to accommodate the multiple events.
6. Houdini Plaza is available all year~~around~~, however during the winter months (November through March) the Parks, Recreation and Facilities Management Department reserves the right to limit access to the plaza and facilities and charge back to the organizations/groups costs to prepare the plaza for any activity or event. Preparations services during the winter months include but are not limited to snow removal, ice control, waste containers, etc.
7. If an organizer performs set-up or ~~takedown~~tear down of any equipment on any date not included on the reservation, the organizer will be charged for the full day in which setup or takedown occurs. In addition, if these actions interfere with another rental, the City reserves the right to have any set-up removed at the ~~organizations~~organizer’s cost.
8. Organizers that have reserved Houdini Plaza for an event or activity shall have thirty (30) days after the date of the special event to reserve Houdini Plaza for the same weekend and/or date for the following year. After thirty (30) days, the Parks, Recreation and Facilities Management Department will make Houdini Plaza available to other interested parties.
9. A ~~reservation request~~special event license for Houdini Plaza will not be issued until all approvals have been received through the Special Events Permit process.
10. All other reservations for Houdini Plaza are on a first-come, first-served basis and may be made no more than one (1) year in advance.
11. The Parks, Recreation and Facilities Management Department reserves the right to require a security deposit for any reservation based on the type of event, number of participants, use of facility, etc. The amount of the security deposit will be based on factors listed earlier. The security deposit will be returned within 10-14 business days after the event if all conditions of the reservation request were met, including, but not limited to: facility clean-up, proper vacation of the facilities, removal of personal equipment/supplies/~~eteetc.~~, and leaving the facility-(s) in a clean and orderly condition.
12. All applications for facility reservations should be made at least ninety (90) days in advance of the reservation date, depending on the size of the event and/or need for street closures. Please refer to the Special Event Policy for a more detailed breakdown of the minimum number of days before the event to apply for a license and the costs



associated with your Special Event. No license will be granted ~~with~~ less than ten days before the date of your event.

13. This policy shall become effective for any events scheduled after ~~March 1, 2019,~~ December 31, 2023 and shall remain in effect until it is modified, changed, and/or repealed.

#### **Terms & Conditions of Use:**

- The special event license holder must bring ~~his/her~~their copy of the approved reservation to show City personnel upon request. In all cases, special event license holders shall be given preference for the use of the space designated on the approved agreement.
- Vehicles are not allowed on any park surface at any time; this includes trucks, cars, Utility Task Vehicles (“UTVs”), golf carts, etc. ~~used for the unloading and loading of equipment and supplies.~~ -Authorization may be given for unique circumstances, but must be approved in advance by the ~~Deputy~~ Director of Parks, Recreation and Facilities Management or ~~his/her~~their designee.
- Organizers shall leave the facility in a clean and orderly condition. Groups are not permitted to remove any City equipment or supplies. The City will not be held financially or legally responsible for any injuries or damage that occurs as a result of the rental and reserves the right to ~~bill~~ pursue all legal remedies against the organizer and/or organization ~~for the repair and replacement~~ costs incurred by such injury and/or damage to parks and/or park amenities during the rented timeframe.
- No equipment that utilizes fuels or electrical power ~~for food preparation, craft making, etc.~~ shall be allowed within the park. Authorization may be given for unique circumstances for the use of outdoor propane fire pits, but must be approved in advance by the Director of Parks, Recreation and Facilities Management or his/her their designee.

#### **Cancellation/Refunds:**

- A full refund of the rental fee will be made if the reservation is cancelled more than 90 days in advance of the event. A full refund of the rental fee for a cancellation of Houdini Plaza less than 90 days in advance of the event will be made only if the facility ~~can is be~~ rented to another party for the date cancelled. Refunds are subject to a \$10.00 processing fee.
- A full refund of the rental fee will be made if the reservation is cancelled by the Parks, Recreation and Facilities Management Department due to unsafe conditions, issues or concerns with plaza facilities, construction activities, etc. These refunds are not subject to the \$10.00 processing fee.

# HOUDINI PLAZA

## FEE SCHEDULE

<u>Organization/Group</u>	<u>Fees</u>
Local Non-Profit Organization	<del>\$25</del> 50.00 per day
National Non-Profit Organization	<del>\$100</del> 125.00 per day
For-Profit Organization	<del>\$300</del> 325.00 per day
Private Event	<del>\$500</del> 525.00 per day
<b><u>Other Services</u></b>	
<b><u>Fees</u></b>	
Concessions/Sales/Exchange of Money Permit	\$25.00 per day \$100.00 per season
Tent Permit	\$15.00 per tent, per day
Fire Inspection (for tents)	\$25.00 per event
Late Reservation	\$10.00
Processing Fee	\$10.00
Event Fee	\$50.00 per event

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*"...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](mailto:dean.gazza@appleton.org)

TO: Parks and Recreation Committee

FROM: Dean R. Gazza

DATE: December 11, 2023

RE: Action: Request to Adopt the Proposed Revised Jones Park Rental and Fee Schedule Policy

The Parks, Recreation, and Facilities Management Department has reviewed the Jones Park Rental and Fee Schedule Policy. Reviews are completed to ensure the policy remains current and reflects the current needs of the users. The following changes are being proposed upon review.

1. Allow propane gas cooking equipment to be used within the new outdoor food preparation area
2. Cleaning up language to comply with other city policies

Our department requests approval of the updates which will go into effect December 31, 2023.

Please contact me at 832-5572 or at [dean.gazza@appleton.org](mailto:dean.gazza@appleton.org) with any questions.

<b>CITY OF APPLETON POLICY</b>		<b>TITLE: JONES PARK – RENTAL AND FEE SCHEDULE</b>	
ISSUE DATE: March 6, 2019		LAST UPDATE: November 16, 2023	
POLICY SOURCE: Parks, Recreation and Facilities Management Department		TOTAL PAGES: 5	
Reviewed by Attorney’s Office Date: November 17, 2023	Parks and Recreation Committee Approval Date:	Council Approval Date:	

**I. Purpose**

To provide a policy to authorize the Parks, Recreation and Facilities Management Department to equitably administer rules and regulations, policies, fees and charges, and manage the use of Jones Park for private and/or community events. The Parks, Recreation and Facilities Management Department recognizes Jones Park provides quality of life uses for individuals, organizations and groups and brings certain benefits to the community, but has certain use limitations due to size, available facilities, site development, and location.

**II. Policy**

This policy authorizes the Parks, Recreation and Facilities Management Department to charge fees for the use of Jones Park within the rate schedule established by the Parks and Recreation Committee and City Council. The Parks, Recreation and Facilities Management Department has also established guidelines for the preservation of the public’s health, safety, welfare, and to promote the responsible use of publicly owned property and facilities. To effectively manage, protect facilities, and promote wise use of urban spaces, this policy authorizes the Parks, Recreation and Facilities Management Director and/or designees to:

1. Cancel and/or relocate any reservation that potentially threatens the integrity of Jones Park due to misrepresentation of information on the Facility Reservation Agreement, or if conditions of the facility or grounds would potentially create an unsafe situation.
2. Limit the availability of Jones Park for the city to perform routine and/or required maintenance and renovations to preserve the park’s integrity, including facilities, hard surfaces, turf, trees, vegetation, amenities, etc.
3. Deny any facility reservation application if the expected attendance would endanger public health and safety or compromise the condition of Jones Park.
4. Enforce park rules, regulations, and policies.
5. Require insurance coverage with limits established by the City Risk Manager for all activities or events scheduled for Jones Park.

### III. Definitions

- **Jones Park** – Urban space located at 301 W. Lawrence Street consisting of the park, pavilion, performance stage and parking lot.
- **Local Non-Profit Organization** – Non-profit organization located in the Fox Cities that offers activity and/or event to promote quality of life experiences for citizens of Appleton and surrounding communities.
- **National Non-Profit Organization** – National non-profit organization that offers activity and/or event to promote its objectives and focus.
- **For-Profit Organization** – For-profit organization that offers activity and/or event for the primary purpose of raising money for its operations/objectives/programs.
- **Private Event** – Exclusive use of the park for an event and/or activity by an organization, group or individual that requires some or all of Jones Park to be closed to the public.
- **Exchange of Money** – The exchange of any money at an event or program that is held in Jones Park specifically reserved for that event or program.
- **Facility Reservation Policies and Procedures** – These policies and procedures are set forth on the back of the Facility Reservation Agreement and detail reservations, sales of concessions, cancellation/refund procedures, alcohol policies and damage policies.
- **Park Rules & Regulations** – Regulations adopted by the City Council and published by the Parks, Recreation and Facilities Management Department. These rules and regulations are included with every Facility Reservation Agreement packet.
- **Processing Fee** – Fee charged to process a refund and/or cancellation request that is received before the reservation date.
- **Special Event** – An event or activity that meets the City of Appleton’s definition of a special event, and is held in a city park and/or special area, and exceeds the normal, ordinary or intended use of the park and/or special area.
- **Event Fee** – Fee charged for any rental of Jones Park facilities and/or parking lot that is determined to be a special event.

### IV. Discussion

This policy defines how Jones Park shall be reserved by individuals, organizations and/or groups (herein “organizers”) for use of the facility. The policy shall also define the fee (s) charged to organizers for their reservation request.

### V. Reservations:

1. All organizers reserving Jones Park will be billed in accordance with the established rate schedule, including but not limited to: reservation fee; exchange of money permit; tent permit; tent inspection fee; event fee for facility. Organizers that are non-profit need to provide proof of status.
2. All reservations of Jones Park shall be considered special events. The use of Jones Park for a special event that is private must be approved by the Parks and Recreation Committee and Common Council. All other reservations that are open to the general public will be subject to review by the Director of Parks, Recreation, and Facilities Management Department or their designee.
3. The reservation of Jones Park shall follow the procedures identified in the Special Events Policy and organizers will be required to pay all the fees required under the Special Events

Policy, including a separate “Event Fee” of \$50.00 as set forth in the Fee Schedule on the last page of this policy.

4. The rental of the performance stage and/or parking lot requires rental of the park pavilion.
5. The reservation request for Jones Park shall include the actual time needed for the activity or event, including the time period for all set up, tear down and clean up. The organizer who completes the reservation will be the responsible party and main contact for the event.
6. All reservations for Jones Park shall be considered for the entire day. Reservations for the same day by two different organizations or groups is not permitted unless written confirmation is received and approved by the Director of Parks, Recreation, and Facilities Management, from both organizers. The City of Appleton is not responsible for any additional service required to accommodate the multiple events. Each organizer will pay the full rate.
7. If an organizer performs set-up or take down of any equipment outside of the rental dates they will be charged for the full day, no exceptions. In addition, if these actions interfere with another rental, the City reserves the right to have any set-up removed at the organizer’s cost, which includes but is not limited to services provided by private contractors and/or third parties i.e., dumpsters, portables, tents.
8. Jones Park is available year-round; however, during the winter months (November through March), the Parks, Recreation and Facilities Management Department reserves the right to limit access to any portion of the park and charge the organizer the actual cost to prepare the park for any activity or event. Preparations services during the winter months include but are not limited to snow removal, ice control, waste containers, etc.
9. Organizers that have reserved Jones Park for an event or activity shall have thirty (30) days after the date of the special event to reserve Jones Park for the same weekend and/or date for the following year. After thirty (30) days, the Parks, Recreation and Facilities Management Department will make Jones Park available to other interested parties.
10. All other reservations for Jones Park are on a first-come, first-served basis and may be made no more than one (1) year in advance.
11. The Parks, Recreation and Facilities Management Department reserves the right to require a security deposit for any reservation based on the type of event, number of participants, use of facility, etc. The security deposit will be returned within 30 business days after the event if all conditions of the reservation request were met, including, but not limited to: facility clean-up, proper vacation of the facilities, keys not returned, removal of personal equipment/supplies/etc., and leaving the facilities and grounds in a clean and orderly condition. Damage and/or loss of property may also result in future rental requests being denied.
12. All facility reservation requests should be made at least ninety (90) days in advance of the reservation date, depending on the size of the event and/or need for street closures. Please refer to the Special Event Policy for a more detailed breakdown of the minimum number of days before the event to apply for a license and the costs associated with your Special Event. No special event license will be granted with less than ten days before the date of your event.
13. This policy shall become effective December 31, 2023, and shall remain in effect until it is modified, changed, and/or repealed.

**V. Terms & Conditions of Use:**

- The special event license holder must bring their copy of the approved reservation to the special event to show City personnel upon request. In all cases, special event license holders shall be given preference for the use of the space designated on the approved agreement.
- Motorized vehicles are allowed in the parking lot only. Vehicles are not allowed on any other park surface at any time; this includes trucks, cars, Utility Task Vehicles (UTVs), golf carts,

etc. used for the unloading and loading of equipment and supplies. Authorization may be given for unique circumstances but must be approved in advance by the Director of Parks, Recreation and Facilities Management or designee.

- No equipment that utilizes fuels or electrical power shall be allowed within the park. Propane gas cooking equipment is allowed within the concrete food preparation area located outside the pavilion with prior authorization and approval. No cooking equipment shall be utilized within the pavilion. The parking lot may be utilized for food preparation if reserved accordingly, with prior authorization and approval.
- Organizers shall leave the facility in a clean and orderly condition. Organizers shall not remove any City equipment and/or supplies. The City will not be held financially or legally responsible for any damage or loss of property that occurs as a result of the rental and reserves the right to bill the applicant for repair and replacement costs incurred by such damage to parks and/or park amenities during the rented timeframe.
- Access to the Exhibition Center shall not occur through Jones Park for loading and unloading of equipment/materials/supplies, etc.

#### **VI. Cancellation/Refunds:**

- A full refund of the rental fee will be made if the reservation is cancelled more than 90 days in advance of the event. A full refund of the rental fee for a cancellation of Jones Park less than 90 days in advance of the event will be made only if the facility can be rented to another party for the date cancelled. Refunds are subject to a \$10.00 processing fee.
- A full refund of the rental fee will be made if the reservation is cancelled by the Parks, Recreation and Facilities Management Department due to unsafe conditions, issues or concerns with park facilities, construction activities, etc. These refunds are not subject to the \$10.00 processing fee.

# JONES PARK

## FEE SCHEDULE

<u>Organization/Group</u>	<u>Park Rental Fees</u>	<u>Stage Rental Fees</u>	<u>Parking Lot Rental Fees</u>
Local Non-Profit Organization	\$125.00 per day	\$125.00 per day	\$125.00 per day
National Non-Profit Organization	\$175.00 per day	\$175.00 per day	\$175.00 per day
For-Profit Organization	\$325.00 per day	\$325.00 per day	\$325.00 per day
Private Event	\$525.00 per day	\$525.00 per day	\$525.00 per day

<u>Other Services</u>	<u>Fees</u>
Exchange of Money Permit	\$25.00 per day \$100.00 per season
Tent Permit	\$15.00 per tent, per day
Fire Inspection (for tents)	\$25.00 per event
Processing Fee	\$10.00
Event Fee	\$50.00 per event



<b>CITY OF APPLETON POLICY</b>		<b>TITLE: JONES PARK – RENTAL AND FEE SCHEDULE</b>	
ISSUE DATE: March 6, 2019	LAST UPDATE: <del>March 6, 2019</del> November 16, 2022		
POLICY SOURCE: Parks, Recreation and Facilities Management Department		TOTAL PAGES: 5	
Reviewed by Attorney’s Office Date: <del>October 28, 2022</del> <u>November 17, 2023</u>	Parks and Recreation Committee Approval Date: <del>November 7, 2022</del>	Council Approval Date: <del>November 16, 2022</del>	

**I. Purpose**

To provide a policy to authorize the Parks, Recreation and Facilities Management Department to equitably administer rules and regulations, policies, fees and charges, and manage the use of Jones Park for private and/or community events. The Parks, Recreation and Facilities Management Department recognizes Jones Park provides quality of life uses for individuals, organizations and groups and brings certain benefits to the community, but has certain use limitations due to size, available facilities, site development, and location.

**II. Policy**

This policy authorizes the Parks, Recreation and Facilities Management Department to charge fees for the use of Jones Park within the rate schedule established by the Parks and Recreation Committee and City Council. The Parks, Recreation and Facilities Management Department has also established guidelines for the preservation of the public’s health, safety, welfare, and to promote the responsible use of publicly owned property and facilities. To effectively manage, protect facilities, and promote wise use of urban spaces, this policy authorizes the Parks, Recreation and Facilities Management Director and/or designees to:

1. Cancel and/or relocate any reservation that potentially threatens the integrity of Jones Park due to misrepresentation of information on the Facility Reservation Agreement, or if conditions of the facility or grounds would potentially create an unsafe situation.
2. Limit the availability of Jones Park for the city to perform routine and/or required maintenance and renovations to preserve the park’s integrity, including facilities, hard surfaces, turf, trees, vegetation, amenities, etc.
3. Deny any facility reservation application if the expected attendance would endanger public health and safety or compromise the condition of Jones Park.
4. Enforce park rules, regulations, and policies.
5. Require insurance coverage with limits established by the City Risk Manager for all activities or events scheduled for Jones Park.

**III. Definitions**

- **Jones Park** – Urban space located at 301 W. Lawrence Street consisting of the park, pavilion, performance stage and parking lot.

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- **National Non-Profit Organization** – National non-profit organization that offers activity and/or event to promote its objectives and focus.
- **For-Profit Organization** – For-profit organization that offers activity and/or event for the primary purpose of raising money for its operations/objectives/programs.
- **Private Event** – Exclusive use of the park for an event and/or activity by an organization, group or individual that requires some or all of Jones Park to be closed to the public.
- **Exchange of Money** – ~~The sale of food, beverage and other associated products requiring~~ the exchange of any money at an event or program that is held in Jones Park specifically reserved for that event or program.
- **Facility Reservation Policies and Procedures** – These policies and procedures are set forth on the back of the Facility Reservation Agreement and detail reservations, sales of concessions, cancellation/refund procedures, alcohol policies and damage policies.
- **Park Rules & Regulations** – Regulations ~~formulated-adopted~~ by the City Council and published by the Parks, Recreation and Facilities Management Department. These rules and regulations are included with every Facility Reservation Agreement packet.
- **Processing Fee** – Fee charged to process a refund and/or cancellation request that is received before the reservation date.
- **Special Event** – An event or activity that meets the City of Appleton’s definition of a special event, and is held in a city park and/or special area, and exceeds the normal, ordinary or intended use of the park and/or special area.
- **Event Fee** – Fee charged for any rental of Jones Park facilities and/or parking lot that is determined to be a special event.

#### IV. Discussion

This policy defines how Jones Park shall be reserved by individuals, organizations and/or groups (herein “organizers”) for use of the facility. The policy shall also define the fee (s) charged to ~~these~~ organizers for their reservation request.

#### V. Reservations:

1. All organizers reserving Jones Park will be billed in accordance with the established rate schedule, including but not limited to: reservation fee; exchange of money permit; tent permit; tent inspection fee; event fee for facility. Organizers that are non-profit need to provide proof of status.
2. ~~All reservations of Jones Park should be limited to events and activities open to the general public and considered special events. The use of Jones Park for a private event must be approved by the Parks and Recreation Committee and Common Council.~~ All reservations of Jones Park shall be considered special events. The use of Jones Park for a special event that is private must be approved by the Parks and Recreation Committee and Common Council. All other reservations that are open to the general public will be subject to review by the Director of Parks, Recreation, and Facilities Management Department or their designee.
3. The reservation of Jones Park shall follow the procedures identified in the Special Events Policy and organizers will be required to pay all the fees required under the Special Events Policy, including a separate “Event Fee” of \$50.00 as set forth in the Fee Schedule on the last page of this policy.
4. The rental of the performance stage and/or parking lot requires rental of the park pavilion.

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5. The reservation request for Jones Park shall include the actual time needed for the activity or event, including the time period for all set up, tear down and clean up. The ~~event~~ organizer who completes the reservation will be the responsible party and main contact for the event.
6. All reservations for Jones Park shall be considered for the entire day. Reservations for the same day by two different organizations or groups is not permitted unless written confirmation is received and approved by the Director of Parks, Recreation, and Facilities Management, from both ~~organizations or groups~~organizers. The City of Appleton is not responsible for any additional service required to accommodate the multiple events. Each ~~reservation organizer~~ will pay the full rate.
7. If an organizer performs set-up or take down of any equipment outside of the rental dates they will be charged for the full day, no exceptions. In addition, if these actions interfere with another rental, the City reserves the right to have any set-up removed at the ~~organization's organizer's~~ cost, which includes but is not limited to services provided by private contractors and/or third parties i.e., dumpsters, portables, tents.
8. Jones Park is available year-round; however during the winter months (November through March), the Parks, Recreation and Facilities Management Department reserves the right to limit access to any portion of the park and charge the organizer the actual cost to prepare the park for any activity or event. Preparations services during the winter months include but are not limited to snow removal, ice control, waste containers, etc.
9. Organizers that have reserved Jones Park for an event or activity shall have thirty (30) days after the date of the special event to reserve Jones Park for the same weekend and/or date for the following year. After thirty (30) days, the Parks, Recreation and Facilities Management Department will make Jones Park available to other interested parties.
10. ~~A special event license for Jones Park will not be issued until all approvals have been received through the Special Events Permit process. Private rentals will need Parks and Recreation Committee and Common Council approval.~~
11. All other reservations for Jones Park are on a first-come, first-served basis and may be made no more than one (1) year in advance.
12. The Parks, Recreation and Facilities Management Department reserves the right to require a security deposit for any reservation based on the type of event, number of participants, use of facility, etc. The security deposit will be returned within 30 business days after the event if all conditions of the reservation request were met, including, but not limited to: facility clean-up, proper vacation of the facilities, keys not returned, removal of personal equipment/supplies/etc. and leaving the facilities and grounds in a clean and orderly condition. Damage and/or loss of property may also result in future rental requests being denied.
13. All facility reservation requests should be made at least ninety (90) days in advance of the reservation date, depending on the size of the event and/or need for street closures. Please refer to the Special Event Policy for a more detailed breakdown of the minimum number of days before the event to apply for a license and the costs associated with your Special Event. No special event license will be granted with less than ten days before the date of your event.
14. This policy shall become effective December ~~15~~31, 202~~2~~3, and shall remain in effect until it is modified, changed, and/or repealed.

#### **Terms & Conditions of Use:**

- The special event license holder must bring their copy of the approved reservation to the special event to show City personnel upon request. In all cases, special event license

holders shall be given preference for the use of the space designated on the approved agreement.

- Motorized vehicles are allowed in the parking lot only. Vehicles are not allowed on any other park surface at any time; this includes trucks, cars, Utility Task Vehicles (UTVs), golf carts, etc. used for the unloading and loading of equipment and supplies. Authorization may be given for unique circumstances but must be approved in advance by the Director of Parks, Recreation and Facilities Management or designee.
- No equipment that utilizes fuels or electrical power ~~for food preparation, craft making, etc.~~ shall be allowed within the park. Propane gas cooking equipment is allowed within the concrete food preparation area located outside the pavilion with prior authorization and approval. No cooking equipment shall be utilized within the pavilion. The parking lot may be utilized for food preparation upon approval if reserved accordingly, with prior authorization and approval.
- Organizers shall leave the facility in a clean and orderly condition. Organizers shall not remove any City equipment and/or supplies. The City will not be held financially or legally responsible for any damage or loss of property that occurs as a result of the rental and reserves the right to bill the applicant for repair and replacement costs incurred by such damage to parks and/or park amenities during the rented timeframe.
- Access to the Exhibition Center shall not occur through Jones Park for loading and unloading of equipment/materials/supplies, etc.

#### **Cancellation/Refunds:**

- A full refund of the rental fee will be made if the reservation is cancelled more than 90 days in advance of the event. A full refund of the rental fee for a cancellation of Jones Park less than 90 days in advance of the event will be made only if the facility can be rented to another party for the date cancelled. Refunds are subject to a \$10.00 processing fee.
- A full refund of the rental fee will be made if the reservation is cancelled by the Parks, Recreation and Facilities Management Department due to unsafe conditions, issues or concerns with park facilities, construction activities, etc. These refunds are not subject to the \$10.00 processing fee.

# JONES PARK

## FEE SCHEDULE

<u>Organization/Group</u>	<u>Park Rental Fees</u>		<u>Stage Rental Fees</u>	<u>Parking Lot Rental Fees</u>
Local Non-Profit Organization	\$125.00 per day		\$125.00 per day	\$125.00 per day
National Non-Profit Organization	\$175.00 per day		\$175.00 per day	\$175.00 per day
For-Profit Organization	\$325.00 per day		\$325.00 per day	\$325.00 per day
Private Event	\$525.00 per day		\$525.00 per day	\$525.00 per day
<b><u>Other Services</u></b>	<b><u>Fees</u></b>			
Exchange of Money Permit	\$25.00 per day \$100.00 per season			
Tent Permit	\$15.00 per tent, per day			
Fire Inspection (for tents)	\$25.00 per event			
Processing Fee	\$10.00			
Event Fee	\$50.00 per event			

## **Resolution#13-R-23**

### **Resolution to use ARPA Funding for Flock License Plate Reading Cameras for APD**

Submitted By: *Alderson Doran – District 15*

Date: *November 15, 2023*

Referred To: *Finance Committee*

Whereas the Appleton Police Department completed a test trial of 29 Flock license plate reader cameras in 2023; and

Whereas the police department was able to negotiate a contract and fund 19 cameras through the 2024 budget; and

Whereas under the initial contract price negotiated with the provider, the Flock cameras cost \$2,500 per camera with a price increase in 2024 to \$3,000 per camera.

Now Therefore Be It Resolved that the Appleton Common Council directs the reallocation of \$25,000 in American Rescue Plan Act funds to the police department to fully fund the purchase of an additional 10 Flock cameras under the original contract price of \$2,500 per camera, to provide this important tool to the police department to assist in investigating and solving crimes more efficiently and effectively.

## **Resolution#14-R-23**

### **Resolution Changing the Timeline for Budget Delivery to the Common Council**

Submitted By: *Aldersperson Doran – District 15*

Date: *November 15, 2023*

Referred To: *Finance Committee*

Whereas the Appleton Common Council's most important responsibility is budget oversight and,

Whereas the Common Council's biggest opportunity for input in the direction of the city is through the budget process; and,

Whereas the deadline for the delivery of the City of Appleton executive budget lags behind that of many other municipalities in the state by as much as three weeks, giving the Common Council only a few weeks to review a budget and service plan for the community that is approaching \$200 million dollars and 700 pages in length, making significant policy decisions added within the budget extremely difficult to amend or change.

Now, Therefore Be It Resolved that the Appleton Common Council hereby amends the City of Appleton Code as follows:

Replace the first line under section 18-27 (a) "The Mayor shall submit an executive budget to the Common Council on or before the first Wednesday in October in each year," to say "The Mayor shall submit an executive budget to the Common Council on or before the third Wednesday in September in each year" and add the following sentence; "All city department heads will, as an informational item, present a preliminary budget overview to the assigned committee of jurisdiction each year at the 2nd committee meeting in the month of July, or the next regularly scheduled committee meeting."

# RELOCATION ORDER

The City of Appleton, Outagamie/Calumet/Winnebago Counties, Wisconsin, by its Common Council and for its Relocation Order hereby resolves as follows:

1. That this Resolution is a Relocation Order in accordance with subsection 32.05(1), Wisconsin Statutes, for the purpose of the within-described public improvement project and it is also a determination of necessity for that project in accordance with subsection 32.07(2), Wisconsin Statutes;
2. That the City of Appleton hereby determines that it is necessary and of public purpose to reconstruct Linwood Avenue and acquire property for sidewalk and signal modification at or near the city of Appleton, Wisconsin.
3. That said roadway and sidewalk will be constructed within the areas marked on the scale drawing, which is attached to this Relocation Order as Exhibit "A" and incorporated herein;
4. That the legal descriptions for the acquisition of property necessary for this project are contained in Exhibits "B", "C", and "D" under the heading "Legal Description for Acquisition", which are also incorporated herein.

Record and return to:  
City of Appleton | City Attorney's Office  
100 North Appleton Street  
Appleton, WI 54911-4799

Part of Tax Key Nos. 31-5-1739-01, 31-5-1735-01,  
31-5-1732-01

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

I hereby certify that on this \_\_\_\_\_ day of \_\_\_\_\_, 2023, that the within Relocation Order was adopted by a vote of \_\_\_\_\_ ayes and \_\_\_\_\_ nays by the Common Council for the City of Appleton, Wisconsin.

APPROVED:

ATTEST:

\_\_\_\_\_  
Jacob A. Woodford, Mayor

\_\_\_\_\_  
Kami Lynch, City Clerk

Subscribed and sworn to before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

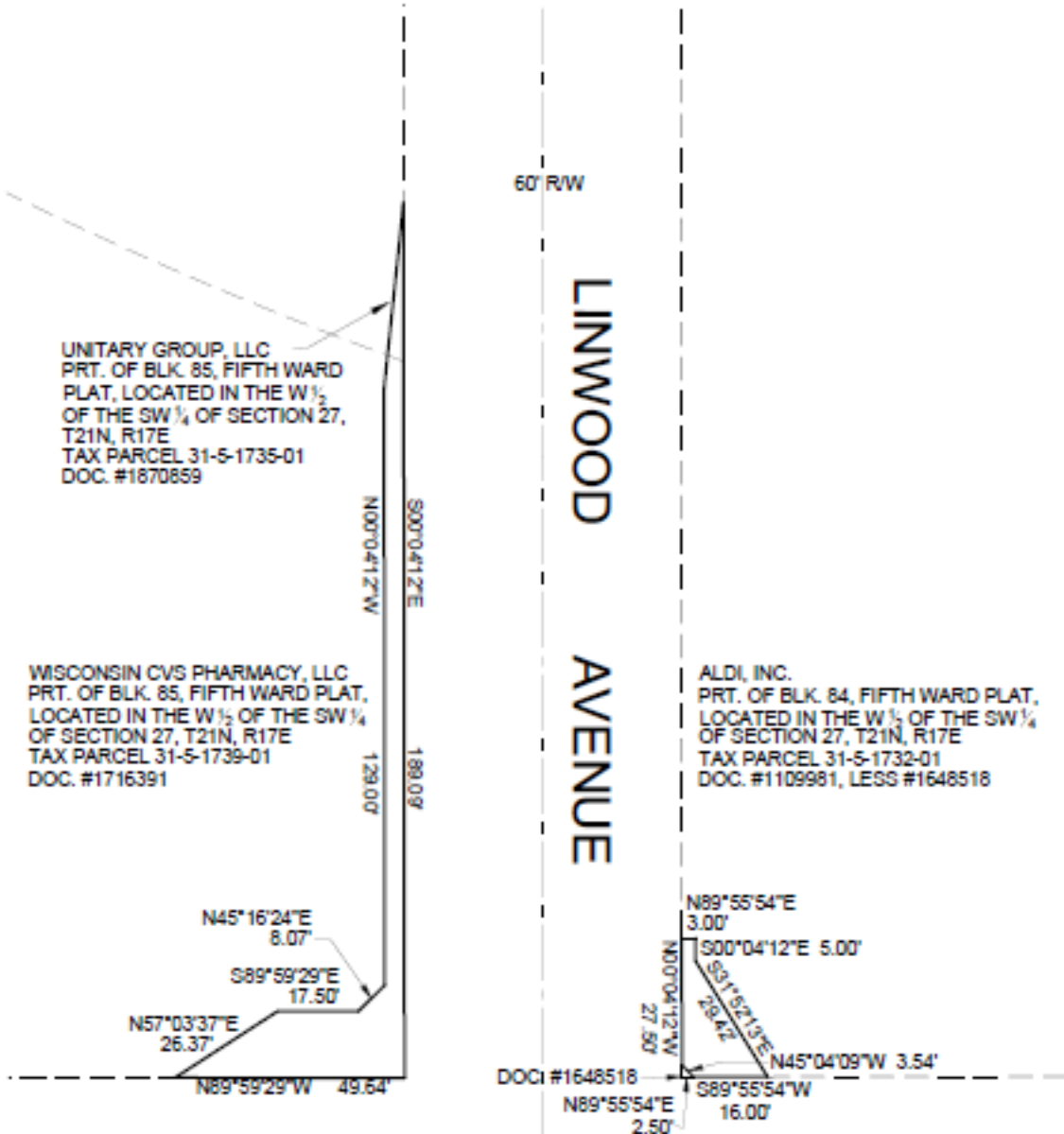
\_\_\_\_\_  
Jamie L. Griesbach  
Notary Public, State of Wisconsin  
My commission expires: 11/11/2025

This instrument was drafted by:  
Christopher R. Behrens, City Attorney  
City Law: A23-1183-23-1185



# EXHIBIT A

PART OF BLOCK EIGHTY-FOUR (84) AND BLOCK EIGHTY-FIVE (85), FIFTH WARD PLAT, ACCORDING TO THE RECORDED ASSESSOR'S PLAT OF THE CITY OF APPLETON, BEING LOCATED IN THE SOUTHWEST QUARTER (SW ¼) OF THE SOUTHWEST QUARTER (SW ¼) AND THE NORTHWEST QUARTER (NW ¼) OF THE SOUTHWEST QUARTER (SW ¼) OF SECTION TWENTY-SEVEN (27), TOWNSHIP TWENTY-ONE (21) NORTH, RANGE SEVENTEEN (17) EAST, CITY OF APPLETON, OUTAGAMIE COUNTY, WISCONSIN.



**COLLEGE AVENUE**

BEARINGS ARE REFERENCED TO THE WISCONSIN COUNTY COORDINATE SYSTEM, OUTAGAMIE COUNTY.

**SCALE IN FEET**

**CITY OF APPLETON**  
DEPT. OF PUBLIC WORKS  
ENGINEERING DIVISION  
100 NORTH APPLETON STREET  
APPLETON, WI 54911  
920-832-6474  
DRAFTED BY: T. KROMM  
Created in AcadDraw acq2023  
Linwood\_N\_O\_College\_1114\_2023

# EXHIBIT B

## Legal Description for Acquisition WISCONSIN CVS PHARMACY

**PARCEL: 31-5-1739-01**

**Fee Simple Interest:**

A portion of land for street right way being a part of Block Eighty-Five (85), **FIFTH WARD PLAT**, according to the recorded Assessor's Plat of the City of Appleton, being located in the West One-half (W ½) of the Southwest Quarter (SW ¼) of Section Twenty-Seven (27), Township Twenty-One (21) North, Range Seventeen (17) East, City of Appleton, Outagamie County, Wisconsin, containing 1,167 square feet of land and being all those lands of the owner within the following described traverse:

Commencing at the Northwest Corner of Linwood Avenue and College Avenue and also being the point of beginning;

Thence North 89°59'29" West 49.64 feet coincident with the North line of College Avenue;

Thence North 57°03'37" East 26.37 feet;

Thence South 89°59'29" East 17.50 feet;

Thence North 45°16'24" East 8.07 feet;

Thence North 00°04'12" West 129.00 feet;

Thence North 05°59'09" East 40.29 feet to the West line of Linwood Avenue;

Thence South 00°04'12" East 189.09 feet coincident with the West line of Linwood Avenue to the point of beginning.

See also attached Exhibit "A".

# EXHIBIT C

## Legal Description for Acquisition UNITARY GROUP LLC

**PARCEL: 31-5-1735-01**

**Fee Simple Interest:**

A portion of land for street right way being a part of Block Eighty-Five (85), **FIFTH WARD PLAT**, according to the recorded Assessor's Plat of the City of Appleton, being located in the Northwest Quarter (NW  $\frac{1}{4}$ ) of the Southwest Quarter (SW  $\frac{1}{4}$ ) of Section Twenty-Seven (27), Township Twenty-One (21) North, Range Seventeen (17) East, City of Appleton, Outagamie County, Wisconsin, containing 60 square feet of land and being all those lands of the owner within the following described traverse:

Commencing at the Northwest Corner of Linwood Avenue and College Avenue and also being the point of beginning;

Thence North 89°59'29" West 49.64 feet coincident with the North line of College Avenue;

Thence North 57°03'37" East 26.37 feet;

Thence South 89°59'29" East 17.50 feet;

Thence North 45°16'24" East 8.07 feet;

Thence North 00°04'12" West 129.00 feet;

Thence North 05°59'09" East 40.29 feet to the West line of Linwood Avenue;

Thence South 00°04'12" East 189.09 feet coincident with the West line of Linwood Avenue to the point of beginning.

See also attached Exhibit "A".

# EXHIBIT D

## Legal Description for Acquisition ALDI INC.

**PARCEL: 31-5-1732-01**

**Fee Simple Interest:**

A portion of land for street right way being a part of Block Eighty-Four (84), **FIFTH WARD PLAT**, according to the recorded Assessor's Plat of the City of Appleton, being located in the Southwest Quarter (SW ¼) of the Southwest Quarter (SW ¼) of Section Twenty-Seven (27), Township Twenty-One (21) North, Range Seventeen (17) East, City of Appleton, Outagamie County, Wisconsin, containing 281 Square feet of land and being further described by:

Commencing at the intersection of a point 2.50 feet East of the East line of Linwood Avenue and on the North line of College Avenue and being the point of beginning;

Thence North 45°04'09" West 3.54 feet coincident with the Northeast line of lands described in Document No.1648518 to the East line of Linwood Avenue;

Thence North 00°04'12" West 27.50 feet coincident with the East line of Linwood Avenue;

Thence North 89°55'54" East 3.00 feet;

Thence South 00°04'12" East 5.00 feet;

Thence South 31°52'13" East 29.42 feet to the North line of College Avenue;

Thence South 89°55'54" West 16.00 feet coincident with the north line of College Avenue to the point of beginning.

See also attached Exhibit "A".



*"... 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:** Finance Committee  
**From:** Danielle Block, Director of Public Works  
Peter Neuberger, City Engineer/Deputy Director of Public Works  
Luke Vandenberg, Project Engineer  
**Date:** November 27, 2023  
**Re:** **Change Order #1 to Scott Lamers Construction, LLC in the amount of \$74,193.13.**

---

Contract 35-23 was awarded to Scott Lamers Construction, LLC in the amount of \$400,910 with a contingency amount of \$99,090 (Amount not to exceed \$500,000) to complete 120 lead/galvanized private water service lateral replacements as part of the 2023 program. To utilize the contingency, Scott Lamers Construction, LLC agreed to complete 33 additional replacements, totaling 153 replacements completed for 2023. Therefore:

DPW staff recommends approval of Change Order #1 to Scott Lamers Construction, LLC contract 35-23: Unit Y-23 Lead/Galvanized Water Service Replacements to account for additional properties added to our 2023 replacement program totaling \$74,193.13 resulting in a decrease in contingency from \$99,090 to \$24,896.87 and a new contract amount of \$475,103.13.



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

**To:** Finance Committee  
**From:** Danielle Block, Director of Public Works  
Jeri Ohman, Director of Finance  
**Date:** December 11, 2023  
**Re:** Request to approve transfer of ARPA funds to the Parking Utility

---

In line with the goals of the City allocation of American Rescue Plan Act (ARPA) Funds, the City of Appleton had designated \$1,500,000 in ARPA funds to the Parking Utility to cover the lost revenue affecting operations. This designation was approved by the Finance Committee and Common Council in November of 2021.

Staff recommends a transfer of an additional \$244,000 in ARPA funding to replace lost revenue and fund additional upgrades and maintenance in 2024. This funding will be drawn from the COVID-19 Response category which was designated to fund costs related to COVID-19 or additional allocations to lost revenue per the *Finance Committee – ARPA Memo* presented with the ARPA budget amendment in 2021.

Thank you for your consideration.



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

**OFFICE OF THE MAYOR**

Jacob A. Woodford  
100 North Appleton Street  
Appleton, Wisconsin 54911  
Phone: (920) 832-6400  
Email: [Mayor@Appleton.org](mailto:Mayor@Appleton.org)

**TO:** Finance Committee & Common Council  
**FROM:** Mayor Jacob A. Woodford & Finance Director Tony Saucerman  
**DATE:** October 8, 2021  
**RE:** ARPA

The American Rescue Plan Act (ARPA), a \$1.9 trillion economic stimulus package passed in March 2021, included substantial aid to local governments including the City of Appleton. Considered a "metropolitan city" by the U.S. Department of the Treasury, Appleton stands to directly receive approximately \$14.9 million through the Coronavirus State and Local Fiscal Recovery Fund. Initially, there was limited information about how much each community would receive, and little guidance on applicable uses. The Treasury Department issued an Interim Final Rule in May 2021, which outlined allowable uses and program priorities for the ARPA funds as follows:

Public Health: Support public health initiatives by funding COVID-19 mitigation efforts, medical expenses, behavioral health care, and certain public health and safety staff costs.

Economy: Address negative economic impacts caused by the public health emergency including economic harm to workers, households, small businesses, impacted industries, and the public sector.

Hardest Hit: Serve the hardest-hit population and families by addressing health disparities and social determinants of health, investing in housing and neighborhoods, addressing educational disparities, and promoting healthy childhood environments.

Public Sector: Replace lost public sector revenue due to the pandemic and use this funding to provide government services.

Essential Workers: Provide premium pay for essential workers to support those who have borne and will bear the greatest health risk because of their service in critical infrastructure sectors.

Infrastructure: Invest in water, sewer, stormwater, and broadband infrastructure making necessary expenditures to ensure access to clean drinking water, support vital wastewater and stormwater infrastructure, and expand access to broadband.

Unlike many grant programs, ARPA relies on the grantees to organize their own use of funds within the framework laid out in the Interim Rule rather than rigidly defining projects through an application review process. This means that there are nearly as many approaches to determining allocations and managing

use of the funds as there are communities receiving them. Even in our immediate region, there are numerous and varied approaches and philosophies guiding use of ARPA dollars.

Here in Appleton, we set out with some guiding principles as our process got underway in May:

- ARPA funds are taxpayer dollars and must be stewarded transparently and with care
- Community input will serve as a guiding force in our use of the funds
- Established budget policies and practices will be used to govern the allocation of funds – this means the Common Council will approve final allocations
- ARPA represents an opportunity to both support City operations and community needs – we will seek to strike a balance between these in the recommendations we develop
- ARPA funds will not be used to hire new City employees
- Compliance with the Interim and Final Rules must be maintained
- Collaboration and coordination with neighboring municipalities and other levels of government is essential to avoid duplication of effort and to maximize use of funds to serve residents

Between May 2021 and the end of August 2021, we undertook a process of understanding community and organizational needs. We did so by establishing an internal ARPA allocation working group and discussing needs with every Department Director; gathering input from community stakeholders; holding discussions with local school districts, governments (municipal and county), and partner organizations; soliciting feedback internally; reviewing current funding opportunities to identify areas of need; and calculating lost revenue per regulatory guidance.

Through this process, two broad categories of uses have emerged:

**Determined Initiatives (Category 1)** – these are initiatives and uses that are largely defined, within the City’s control, where rapid deployment is manageable and/or necessary. This category is being brought to the Finance Committee for recommendation as a 2021 budget amendment to facilitate immediate use of funds.

**Priorities Needing Definition (Category 2)** – these are priorities that surfaced through the input gathering, but that need further definition, process development, and proposals for specific projects and uses. This category is outlined in the 2022 Executive Budget and Service Plan and is expected to take shape through additional community input, staff program development and strategies, and Common Council reviews and approvals in the coming months.

For purposes of the October 11 Finance Committee meeting, this memo will focus on the Category 1-Determined Initiatives, to be brought forward as a 2021 budget amendment. To that end, **staff recommends the following allocations and spending authorization for a portion of the total ARPA allocation:**

<b>COVID-19 Response</b>	<i>With nearly all of the previous funding for COVID response allocated and/or spent, this portion will ensure the City can continue to effectively respond to the pandemic in areas similar to CARES Act activities and costs, such as personal protective equipment; contact investigation; disease mitigation; testing and vaccination operations; and personnel expenses for public health, safety, and other staff responding to the pandemic. Excess balance of this line at the end of the ARPA spending period would be allocated to lost revenue.</i>	<b>\$1,991,841</b>
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<b>Lost Revenue</b>	<i>Municipalities are allowed to use ARPA funds to supplement lost revenue in accordance with a formula provided by the Treasury Department. Appleton would be eligible for just over \$10M in lost revenue based on the formula, however, this recommendation covers only the lost revenue most affecting City operations: Parking Utility Revenue. This estimates a portion of the lost revenue over the eligible ARPA spending period.</i>	<b>\$1,500,000</b>
<b>Lead Service Line Abatement &amp; Sewer/Water Infrastructure</b>	<i>Appleton has been making progress on removing and replacing known public lead water service lines in the City through a multi-decade effort. Staff believes this allocation would enable abatement of all known remaining public lead service lines in the City of Appleton. If there are any remaining funds after lead service lines are addressed, those funds would be directed to eligible sewer/water infrastructure projects.</i>	<b>\$1,000,000</b>
<b>Broadband Access &amp; Information Infrastructure</b>	<i>Broadband access and information infrastructure is a priority of ARPA. Appleton proposes to use this portion of funds to leverage and enhance an existing project, the Library renovation and expansion, to provide better internet and information access to our residents through that facility as a hub.</i>	<b>\$2,000,000</b>
<b>Short-Term Direct Community Partner Support</b>	<i>While much of the support for community partners and initiatives will be handled within Category 2 priorities, there are immediate needs from community partners on a variety of fronts. This support will focus on not-for-profit organizations that bolster the local economy, community wellness, and pandemic recovery. Development of a simple grant application and compliance criteria will be necessary for this allocation.</i>	<b>\$250,000</b>
<b>Consulting &amp; Administration Support</b>	<i>Category 2 initiatives will require significant process development, community input facilitation, coordination with other ARPA funding recipients, performance documentation, Common Council reporting, and ongoing compliance activity to accomplish. These funds will support administration of those activities.</i>	<b>\$150,000</b>

**Total \$6,891,841**

The City of Appleton will follow established budget policies and procedures, including detailed reporting, in using these funds. Furthermore, the City, as an ARPA recipient, is required to submit regular reports to the Treasury Department on funding use and will be required to do so for many years to come.

The total of this recommendation amounts to just under half of the City's total ARPA allocation of \$14,891,841. The second category is outlined on pages 69-73 in the 2022 Executive Budget and Service Plan. Initiatives described in that portion of the plan covering \$8 million of the City's allocation cover the

range of community suggestions and known needs, however, they do not detail projects as further process will be required to bring forward specific recommendations. Additionally, following further definition of the priorities, potential collaborations in that set of initiatives will take time to develop.

Ultimately, all ARPA-related spending will be merged and tracked in the Budget and Service Plan in the years to come. The initial approach of 2021 Budget amendment/2022 Executive Budget recommendations reflects the need to immediately use a portion of the funds, while allowing additional time for the planning and process development required for the other portion of the funds.

DO NOT ACCEPT THIS CHECK UNLESS THE PINK LOCK & KEY ICONS FADE WHEN WARMED AND YOU CAN SEE HEXAGONS IN A DUAL-TONE TRUE WATERMARK WHEN HELD TO THE LIGHT



First Business Bank

10003604

79-578/759

DATE  
August 16, 2023

BCLM CP 000000299002

9701 Brader Way, Suite 301  
Middleton, WI 53562

**PAY** NINETEEN THOUSAND SEVEN HUNDRED FORTY-ONE AND NO/100

AMOUNT  
\$\*\*\*\*19,741.00

TO THE  
ORDER OF CITY OF APPLETON

VOID AFTER 90 DAYS

Mail To:  
CITY OF APPLETON  
100 N APPLETON STREET  
APPLETON WI 54915

*[Signature]*  
*[Signature]*

PAYEE NAME ON FILE AT THE BANK

THIS CHECK CLEARS THROUGH POSITIVE PAY

⑈0010003604⑈ ⑆075905787⑆ 109292000⑈



## MEMORANDUM

TO: Finance Committee

FROM: Sue Ann Teer, Fiscal Resource Manager

Date: November 6, 2023

Subject: **The following 2023 Budget adjustment be approved for the reimbursement of K9 expenses.**

K9 Donation	-\$22,337
Miscellaneous supplies	+ 7,592
Other contracts and obligations	+\$14,745

The Canine Program has been an integral part of police operations since 2005. Currently we have four canines primarily assigned to patrol and one canine companion. It is imperative that canines maintain good health and receive regular check-ups. In 2023, one of the canines had significant medical expenses that will be covered by the *Appleton Police K9 Program* through the *Community Foundation Fox Valley Region*. In addition, we purchased the Tri-Mor K9 software program, AceK9 Watch Dog service, K9 Hot-N-Pop, K9 squad window tint, K9 companion supplies, and other necessary equipment covered by the K9 program.

We are requesting a 2023 budget adjustment for the reimbursement of K9 expenses.



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

---

**TO:** Finance Committee

**FROM:** Jeri Ohman, Finance Director

**DATE:** December 11, 2023

**RE:** Request approval to create a Special Revenue Fund for the Ellen Kort Peace Park

---

The Sexual Assault Survivors Monument Corporation designed and constructed a monument to be located within Ellen Kort Peace Park. The monument has been completed and the remaining funds of \$39,808 have been donated to the City to be used for future upkeep and maintenance of the monument. As a way to segregate these funds and ensure their proper usage, we are requesting approval to create a new special revenue fund.

Please feel free to contact me at 832-5742 or at [jeri.ohman@appleton.org](mailto:jeri.ohman@appleton.org) with any questions.



# MEMORANDUM

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

TO: Community & Economic Development Committee (CEDC)

FROM: Matt Rehbein, Economic Development Specialist

DATE: December 13, 2023

RE: Request for a Variance to the Deed Restrictions and Covenants – Southpoint Commerce Park – Lot 1 of CSM #3549 (Tax Id #31-9-5712-40) – Oshkosh AAP, LLC

---

The City of Appleton is in the process of acquiring the northern thirty (30) feet of the above-referenced parcel for completion of the “Powerline Trail” (Accepted Offer to Purchase attached). This project is within the Plan and Budget for Parks, Rec and Facilities. As part of these negotiations, Oshkosh AAP, LLC has asked for a twelve (12) month extension under the “Repurchase Rights, Failure to Build” provision in the Southpoint Commerce Park Plats No. 1, 2 & 3 Declaration of Covenants and Restrictions (Section 13).

13. *Repurchase Rights:*

**Failure to Build:** In the event the owner of land purchased from the City of Appleton does not commence construction of a building within one (1) year after the date of purchase, the City has the option to repurchase said property. The City shall pay the following repurchase price: the sum of the original purchase price and all special assessments which may have been paid by the buyer or levied against the property after the date of purchase minus the sum of any unpaid property taxes, pro-ration of the current years property taxes to date of closing, title insurance policy premium, real estate commission paid at time of original closing, and any liens and encumbrances on the property of a definite or ascertainable amount. Further, repurchase price shall be adjusted by the amount equal to the amount of an option fee for that year had the property been under option between the City and the Buyer. Conveyance shall be by warranty deed.

**Resale of Vacant Land:** In the event the owner of land purchased from the City of Appleton elects to sell any portion thereof, which is vacant, the property shall first be offered, in writing, to the City of Appleton. The City of Appleton shall have sixty (60) days from date of receipt of such offer to accept or reject repurchase of the property unless an extension of time may be mutually agreed upon and set forth in writing. The purchase price shall be computed as in the paragraph above (Failure to Build). Conveyance shall be by warranty deed. The seller shall furnish a title insurance policy at the seller's expense. In the event the City does not elect to repurchase the property, the owner may sell the land, but these Declarations of Covenants and Restrictions shall run with the land and be binding on the subsequent owner.

Based on the acquisition date of January 31, 2023, this extension would give Oshkosh AAP, LLC until January 31, 2025 to build on the land before the City would have the option to repurchase under this section of the Deed Restrictions and Covenants.

**Staff Recommendation:**

A twelve (12) month extension to the City's option to repurchase Lot 1 of CSM #3549 in Southpoint Commerce Park from Oshkosh AAP, LLC under Section 13 of the Deed Restrictions and Covenants **BE APPROVED.**

# Exhibit B Deed Restrictions



Appleton's Newest Business Opportunity

## DECLARATION OF COVENANTS AND RESTRICTIONS

APPLICABLE TO ALL PROPERTIES SOLD IN  
SOUTHPOINT COMMERCE PARK PLATS NO. 1, 2 & 3

This conveyance is made subject to the following conditions, covenants, and understandings, which shall be binding upon the vendee and his/her heirs, successors, and assigns:

1. ***Setbacks:***

- A. *Front Yard:* No building shall be constructed on the site nearer than forty (40) feet of the right-of-way of any public street. In the case of corner lots, both forty (40) foot setbacks will apply.
- B. *Side and Rear Yards:* Minimum side and rear yards shall be twenty-five (25) feet.

2. ***Land Use:***

Restrictions on Use. The Restricted Parcel shall be developed and used solely for the following purpose and for no other purpose:

- 1. Manufacturing;
- 2. Research, development and testing laboratories;
- 3. Wholesaling, warehousing and distribution;
- 4. Office operations only if they are an integral part of and a necessary adjunct to a permitted use;
- 5. Retail sales of products manufactured on site and clearly an accessory use to the primary use of the site and provided on premises sales are limited in floor area to no more than (10) percent of the total gross floor area occupied by the permitted or special use;
- 6. Other land uses may be considered for approval by the Community Development Committee if a determination is made that the project fits the development objectives of the City.



3. *Nuisance Factors and Hazards*

- A. In order to protect the interests of all Tenants, no operation shall be conducted which emits offensive or objectionable noise, vibration, smoke, odors, dust, or gases. Precautions should be taken in all research and other approved operations for radiation, radioactivity, fire, and explosion hazards.
- B. No fuel or chemical in-ground or outdoor storage shall be allowed in the Park.

4. *Building Standards*

- A. Any building erected shall be at least 7,500 square feet in area and have a gross floor area equal to at least 10 percent of the land area.
- B. The maximum ratio of building area (footprint) to total parcel size shall in no event exceed forty (40) percent, exclusive of parking and loading areas. The building footprint, all parking, driveways, and loading areas, when combined, may not exceed seventy (70) percent of the total Parcel size.
- C. Buildings shall be designed by an Architect or Engineer. Complete architectural design must be given to all façades of all buildings with all sides and rear elevations being given architectural treatment compatible with the front elevation of the building.
- D. This Industrial Park encourages a variety of architectural styles. However, it is intended that a basic harmony of architecture prevail among the buildings so that no one structure detract from the attractiveness of the overall development.
- E. The front elevation of the building, any elevation facing a street, and externally visible opaque surfaces shall be a minimum of 75% of materials 1-5 (provided, however, that such list shall not be deemed to exclude the use of other accent or exterior trim materials, glass and glazing, and earth berms). The side and rear building elevations that do not face any street shall be a minimum of 25% of materials (1-5). Exception to this requirement would be limited to (1) expandable building side with prior approval from the Site Plan Review Committee.
  - 1. Brick;
  - 2. Architectural precast concrete panels (surface finish to be painted, stained, or exposed aggregate). When using concrete panels as an exterior surface the architect should be careful to avoid a monolithic or monotonous appearance and the use of various textures, colors and accents will be encouraged.
  - 3. Decorative face concrete block. When using decorative face concrete block as an exterior surface the architect should be careful to avoid a monolithic or monotonous appearance and the use of different types and textures (split face, fluted, scored or striated) to provide variety and relief will be encouraged.

4. Cut stone;
5. Exterior insulation and finish systems (EFIS);
6. Metal panels may be used only in combination with one of the approved materials. Any metal siding proposed for use shall be entirely coated with a color fast, abrasion and corrosion resistant, long life (minimum of 20 years) finish that is resistant to chemicals, withstands temperature extremes, and has a low permeability. Any material utilized to attach the metal siding to the building shall be concealed or the utilization of shadow panels or semi-concealed fastener panels with fasteners painted to match the panels shall be required.
7. Other building materials being developed and to be developed by the construction industry. The use of such materials will be reviewed by the Site Plan Review Committee on a case-by-case basis.

- F. Building materials will be selected for their ability to present a visual statement of a building or structure's strength, attractiveness, and permanence. The building materials used shall be harmonious with the natural environment and with the general character of other buildings and structures in the Park.
- G. Metal trim materials may be used when in keeping with the architectural and aesthetic character of the building or structure.
- H. The Community Development Committee will approve ancillary structures. Approval may be granted only if such structures are necessary to the principal use of the building site, are in architectural and aesthetic conformance with other buildings or structures on the site, are properly screened, meet all requirements of these covenants and are otherwise satisfactory to the Community Development Committee at its sole discretion.

5. ***Landscaping:***

- A. ***Landscape Plan:*** The landscaping upon any building site or lot shall be carried out in accordance with a detailed landscaping plan, which has been reviewed and approved in writing by the City's Site Plan Review Committee. The landscape plan shall include, but not be limited to, plant location, common and botanical names of plant material, planting size, root condition, and quantity of all plant material. The plan shall show all ground cover and mulch areas, landscape and construction materials, and construction details.
- B. ***Landscaping Methods:*** Landscaping may include grading, earth berms, seeding, sodding, raised planters, architectural decorative walls or fencing, trees and shrubs, ground cover and other landscape materials including permanent sprinkler systems, fountains, storm run-off retention ponds, reflective ponds, and landscape lighting.

- C. *Plant Material*: Selected plant material should provide for a variety of shade trees, evergreen trees, and shrubs, ornamental trees and shrubs and ground covers. Plant material selection shall take into consideration the following:
1. Disease and insect resistance;
  2. Hardiness to the area;
  3. The ability to provide seasonal interest;
  4. Future maintenance considerations;
  5. Ability of plant material to accomplish its intended purpose in each placement.
- D. *Time for Completion*: All landscaping shall be completed within ninety (90) days following occupancy, or as soon thereafter as weather will allow if such period occurs within winter months.
- E. *Maintenance*: The owner shall be responsible for maintaining all landscaping as approved on the original plan for his site. Any variation or changes to the landscape plan must be reviewed and approved in writing by the Community Development Department. Landscaped areas, materials, fixtures, and improvements shall be maintained by the owner of the building site, or by such owner's long-term lessee(s) in good condition at all times. Such maintenance shall include watering, mowing, trimming, pruning, spraying, fertilizing, repairing, replacement of dead plantings, planting, transplanting, dusting, treating, and other common landscape maintenance activities necessary to keep the building site landscaping in a healthy state of growth and visually attractive in appearance.

If the owner or the owner's assigns fail to maintain the landscaping and site per the approved landscaping plan in this section, the City of Appleton or its Agent may seek an inspection warrant to enter the site and conduct such maintenance and to seek full reimbursement.

6. *Utility Controls*

All utilities lines shall be located underground where feasible except for high voltage lines. In the event high voltage lines are required, rear locations nearest and parallel with rear lot lines shall be encouraged.

7. *Parking, Loading*

Off-street parking and loading areas shall be provided on each building site and shall be of sufficient size to accommodate all planned or anticipated parking and loading needs of all site occupants and visitors and comply with the City's Zoning Ordinance regarding parking standards.

1. All truck maneuvering must be confined within the boundaries of the property.
2. All parking, driveways, and loading areas shall be paved.
3. Parking shall be permitted within the minimum front yard setback area; however, it shall be located no closer than fifteen (15) feet to the public right-of-way line. Parking shall be setback a minimum of 6' from the side property line.

Truck loading and receiving areas shall occur in the rear of any buildings or structures on any Lot. Truck loading and receiving areas shall be permitted on the side of such building if sufficient visual screening is installed to screen the dock area from the street.

Truck loading and receiving is normally not permitted in the front of such building unless dictated by the site conditions and only if fully screened from the street. In that event, the Community Development Committee shall review and approve the location of the loading dock. The Community Development Committee may assign this review of plans to the Community Development Department.

8. ***Outdoor Storage:***

No outside storage of any kind shall be permitted unless such stored materials are visually screened from all streets and adjoining properties with a suitable fence, vegetation, berm, or combination thereof approved by the Site Plan Review Committee. Screening shall be attractive in appearance and in keeping with the architectural quality of the main structure. Said storage shall be limited to behind the front line of the building on the property, and within the building setback lines. All refuse containers must be enclosed by a fence of solid material such as will provide a suitable visual screen. No waste material or refuse may be dumped or permitted to remain on any part of the property outside of the buildings. All storage areas shall be paved.

9. ***Roof Mounted Equipment:***

Roof mounted equipment shall be so located and/or screened, and painted to minimize visibility from the street and adjacent owners.

10. ***Signs:***

Identification signs shall be permitted to promote only the name and/or trademark of the owner or tenant of the parcel on which the sign is placed. The signs shall not advertise business services. Signs, lighting, etc., are to be indicated on the final site plan submitted to the Site Plan Review Committee for review.

1. Ground signs must be set back a minimum of 10 feet from the right-of-way line and must be of a low profile design subject to approval by the Committee.
2. Signs may not be of unusual size or shape when compared to the improvements situated on the site on which the sign is located.

3. Signs may not be installed above the roofline of a building.
4. Pole signs are prohibited.
5. Signs may not contain or utilize any flashing, blinking, intermittent or moving light as source of illumination.
6. No signs shall be located in or painted on any window.
7. Building signs must comply with the City Sign Code.

11. ***Maintenance Responsibilities:***

- A. Each owner shall keep its property, all contiguous street right-of-way to the edge of the pavement, and all drainage and easement areas in a well -maintained, safe, clean, and attractive condition at all times. Such maintenance includes, but is not limited to the following:
  1. The removal of all litter, trash, refuse, and wastes;
  2. Compliance with the City's noxious weed control ordinance, including the mowing of all grass areas to a height not over 4";
  3. The maintenance of exterior lighting, signs, and mechanical facilities;
  4. The keeping of all exterior building surfaces in a cleaned, well-maintained condition;
  5. The maintenance of all drainage ways including the removal of all debris, weeds, and silt.
- B. The owner of any undeveloped lands shall maintain said lands free of rubbish, noxious weeds, and mosquito breeding pond conditions.

12. ***Site Plan Review:***

Before commencing the construction or alterations of any buildings, additions, enclosures, fences, loading docks, parking facilities, storage yards, or any other structures or permanent improvements on or to the real estate conveyed hereby, the owner shall first submit its building plans, specifications, site and landscape plans, elevations of all sides of the building, samples of materials proposed for all external surfaces including colors and textures, and an artist's rendering of the project or a scale model to the Site Plan Review Committee in accordance with Section 23-171 of the City Zoning Code. Renderings should show adjacent buildings, landscaping, screening, signs etc.

13. ***Repurchase Rights:***

**Failure to Build:** In the event the owner of land purchased from the City of Appleton does not commence construction of a building within one (1) year after the date of purchase, the City has the option to repurchase said property. The City shall pay the following repurchase price: the sum of the original purchase price and all special assessments which may have been paid by the buyer or levied against the property after the date of purchase minus the sum of any unpaid property taxes, pro-ration of the current years property taxes to date of closing, title insurance policy premium, real estate commission paid at time of original closing, and any liens and encumbrances on the property of a definite or ascertainable amount. Further, repurchase price shall be adjusted by the amount equal to the amount of an option fee for that year had the property been under option between the City and the Buyer. Conveyance shall be by warranty deed.

**Resale of Vacant Land:** In the event the owner of land purchased from the City of Appleton elects to sell any portion thereof, which is vacant, the property shall first be offered, in writing, to the City of Appleton. The City of Appleton shall have sixty (60) days from date of receipt of such offer to accept or reject repurchase of the property unless an extension of time may be mutually agreed upon and set forth in writing. The purchase price shall be computed as in the paragraph above (Failure to Build). Conveyance shall be by warranty deed. The seller shall furnish a title insurance policy at the seller's expense. In the event the City does not elect to repurchase the property, the owner may sell the land, but these Declarations of Covenants and Restrictions shall run with the land and be binding on the subsequent owner.

14. ***Subdivision of Lots:***

After a lot has been purchased, such lot shall not be further subdivided without the written consent of the Community Development Committee. No owner may sell, lease or rent less than all of the lot without the prior written consent of the Community Development Committee. The Community Development Committee may delegate this approval authority to the Community Development Department. The foregoing prohibition shall not apply to occupancy leases of space in a building made in the ordinary course of business.

15. ***Waiver of Notice:***

All land sold before major assessable improvements are completed in the business park site shall be subject to the purchaser's waiving notice of assessments and hearings, and such waiver shall be part of the negotiations.

16. ***Variances:***

Notwithstanding anything contained herein to the contrary, the City of Appleton expressly reserves the right at any time to authorize in writing variances from the strict applications of these covenants and restrictions, or any one or more of them, where the circumstances, in its sole

and exclusive judgment, justifies the granting of same.

17. ***Enforcement:***

The Community Development Committee has the responsibility to ensure compliance with the covenants and restrictions through any and all lawful means. In the event that the owner fails to perform in accordance with these covenants and restrictions, the Common Council, upon recommendation of the Community Development Committee, may take whatever corrective measures it deems appropriate and assess the cost thereof against the property in the same manner as a special charge. The Common Council shall give at least thirty (30) days notice to the vendee of any violation and the steps required to correct it prior to taking any action to cure such violation.

18. ***Invalidation:***

The invalidation of any one of the covenants or restrictions herein set forth or the failure to enforce any of said covenants and restrictions at the time of its violation shall in no way affect any of the other covenants or restrictions nor be deemed a waiver of the right to enforce the same thereafter.

19. ***Term:***

Each lot shall be conveyed subject to the covenants and restrictions set forth herein, all of which are to run with the land and shall be binding on all parties and all persons claiming them for a period of thirty (30) years from the date of this Declaration of Covenants and Restrictions is recorded, after which time said covenants and restrictions as are then in force and effect shall be automatically renewed for successive periods of ten (10) years each, unless an instrument terminating such covenants and restrictions is recorded with the Outagamie County Register of Deeds by the Common Council as evidenced by a resolution duly adopted by a majority of all members of the Common Council.

# Southpoint Commerce Park Appleton, Wisconsin

Calumet Street (County Highway KK)

Slate Highway 441

Destination Drive (Private)

Office Park

Retail Center

Eisenhower Drive

## Legend

- For Sale
- Office
- Offer
- Sold
- Industrial Park Boundary
- Ponds
- City Limits

Plank Road (County Highway AP)

9-5700-6  
Time Warner Cable  
Technical Operations Center

9-5712-1  
Mike Roberts  
9-5712-2  
Lot 2  
SCP Plat No. 1  
1.44 acres  
\$40,000/acre

Detention Pond

9-5712-12  
Lot 12  
SCP Plat No. 1  
3.60 acres  
Office Use  
\$45,000/acre

9-5712-13  
Mike Roberts  
RPG 4

9-5712-3  
Flair  
Flexible  
Packaging

9-5712-11  
Lot 11  
SCP Plat No. 1  
3.25 acres  
\$40,000/acre

9-5712-10  
Arrow Moving  
Systems, Inc

9-5712-9  
Lot 9  
SCP Plat No. 1  
3.28 acres  
Office Use  
\$45,000/acre

9-5712-4  
Appleton  
Hydraulic  
Components

9-5712-6  
Lot 6  
SCP Plat No. 1  
3.30 acres  
\$40,000/acre

9-5712-7  
Lot 7  
SCP Plat No. 1  
3.30 acres  
\$40,000/acre

9-5712-8  
Lot 8  
SCP Plat No. 1  
3.34 acres  
\$45,000/acre

9-5712-25  
Lot 25  
SCP Plat No. 2  
4.88 acres  
\$40,000/acre

9-5712-15  
Lot 15  
SCP Plat No. 2  
4.83 acres  
\$40,000/acre

9-5712-16  
Lot 16  
SCP Plat No. 2  
3.69 acres  
\$40,000/acre

9-5712-17  
Lot 17  
SCP Plat No. 2  
4.21 acres  
\$40,000/acre

9-5712-18  
Lot 18  
SCP Plat No. 2  
4.07 acres  
\$40,000/acre

9-5712-19  
Lot 19  
SCP Plat  
No. 2  
3.46 acres  
\$40,000/acre

9-5712-24  
Lot 24  
SCP Plat No. 2  
2.88 acres  
\$40,000/acre

9-5712-23  
Lot 23  
SCP Plat No. 2  
2.59 acres  
\$40,000/acre

9-5712-22  
Lot 22  
SCP Plat No. 2  
2.59 acres  
\$40,000/acre

9-5712-21  
Lot 21  
SCP Plat No. 2  
2.59 acres  
\$40,000/acre

9-5712-20  
Lot 20  
SCP Plat No. 2  
14.60 acres  
\$40,000/acre

9-5712-26  
Lot 26  
SCP Plat  
No. 3  
1.74 acres  
\$40,000/acre

9-5712-27  
Lot 27  
SCP Plat  
No. 3  
1.69 acres  
\$40,000/acre

9-5712-28  
Lot 28  
SCP Plat  
No. 3  
1.69 acres  
\$40,000/acre

9-5712-29  
Lot 29  
SCP Plat  
No. 3  
1.74 acres  
\$40,000/acre

9-5712-37  
Lot 37  
SCP Plat No. 3  
2.59 acres  
\$40,000/acre

9-5712-36  
Lot 36  
SCP Plat No. 3  
2.59 acres  
\$40,000/acre

9-5712-35  
Lot 35  
SCP Plat No. 3  
2.59 acres  
\$40,000/acre

9-5712-34  
Lot 34  
SCP Plat No. 3  
2.59 acres  
\$40,000/acre

9-5712-33  
Lot 33  
SCP Plat  
No. 3  
1.80 acres  
\$40,000/acre

9-5712-32  
Lot 32  
SCP Plat  
No. 3  
1.80 acres  
\$40,000/acre

9-5712-31  
Lot 31  
SCP Plat  
No. 3  
1.65 acres  
\$40,000/acre

9-5712-30  
Lot 30  
SCP Plat  
No. 3  
1.65 acres  
\$40,000/acre

9-5712-35  
Lot 35  
SCP Plat No. 3  
2.59 acres  
\$40,000/acre

9-5712-34  
Lot 34  
SCP Plat No. 3  
2.59 acres  
\$40,000/acre

9-5712-33  
Lot 33  
SCP Plat  
No. 3  
1.80 acres  
\$40,000/acre

9-5712-32  
Lot 32  
SCP Plat  
No. 3  
1.80 acres  
\$40,000/acre

9-5712-31  
Lot 31  
SCP Plat  
No. 3  
1.65 acres  
\$40,000/acre

9-5712-30  
Lot 30  
SCP Plat  
No. 3  
1.65 acres  
\$40,000/acre

9-5712-35  
Lot 35  
SCP Plat No. 3  
2.59 acres  
\$40,000/acre

9-5712-34  
Lot 34  
SCP Plat No. 3  
2.59 acres  
\$40,000/acre

9-5712-33  
Lot 33  
SCP Plat  
No. 3  
1.80 acres  
\$40,000/acre

9-5712-32  
Lot 32  
SCP Plat  
No. 3  
1.80 acres  
\$40,000/acre

9-5712-31  
Lot 31  
SCP Plat  
No. 3  
1.65 acres  
\$40,000/acre

9-5712-30  
Lot 30  
SCP Plat  
No. 3  
1.65 acres  
\$40,000/acre

9-5712-35  
Lot 35  
SCP Plat No. 3  
2.59 acres  
\$40,000/acre

9-5712-34  
Lot 34  
SCP Plat No. 3  
2.59 acres  
\$40,000/acre

9-5712-33  
Lot 33  
SCP Plat  
No. 3  
1.80 acres  
\$40,000/acre

9-5712-32  
Lot 32  
SCP Plat  
No. 3  
1.80 acres  
\$40,000/acre

9-5712-31  
Lot 31  
SCP Plat  
No. 3  
1.65 acres  
\$40,000/acre

9-5712-30  
Lot 30  
SCP Plat  
No. 3  
1.65 acres  
\$40,000/acre

Detention Pond

Future Pond

Endeavor Drive

Vantage Drive

Quest Drive

Alliance Drive

Milis Drive

Eisenhower Drive

Coop Road

Officially Mapped Midway Road

Midway Road





# SOUTHPOINT COMMERCE PARK PLAT NO. 1

PART OF LOT 4 OF CERTIFIED SURVEY MAP NO. 2264, AND PART OF LOT 1 OF CERTIFIED SURVEY MAP NO. 1222, AND PART OF THE NW 1/4 OF THE NE 1/4, THE NE 1/4 OF THE NE 1/4 THE SW 1/4 OF THE NE 1/4 AND THE SE 1/4 OF THE NE 1/4, IN SECTION 4, TOWNSHIP 20 NORTH, RANGE 18 EAST, CITY OF APPLETON, CALUMET COUNTY, WISCONSIN.

CURVE TABLE

Station	Chord	Angle	Radius
0+00	100.00	90°	50.00
0+10	100.00	90°	50.00
0+20	100.00	90°	50.00
0+30	100.00	90°	50.00
0+40	100.00	90°	50.00
0+50	100.00	90°	50.00
0+60	100.00	90°	50.00
0+70	100.00	90°	50.00
0+80	100.00	90°	50.00
0+90	100.00	90°	50.00
1+00	100.00	90°	50.00

Unplatted land shown by divider.

EISENHOWER DRIVE (C.T.H. "AP")

LOT 1 C.S.M. NO. 2264

PLANK ROAD (C.T.H. "AP")

LOT 2 C.S.M. NO. 1222

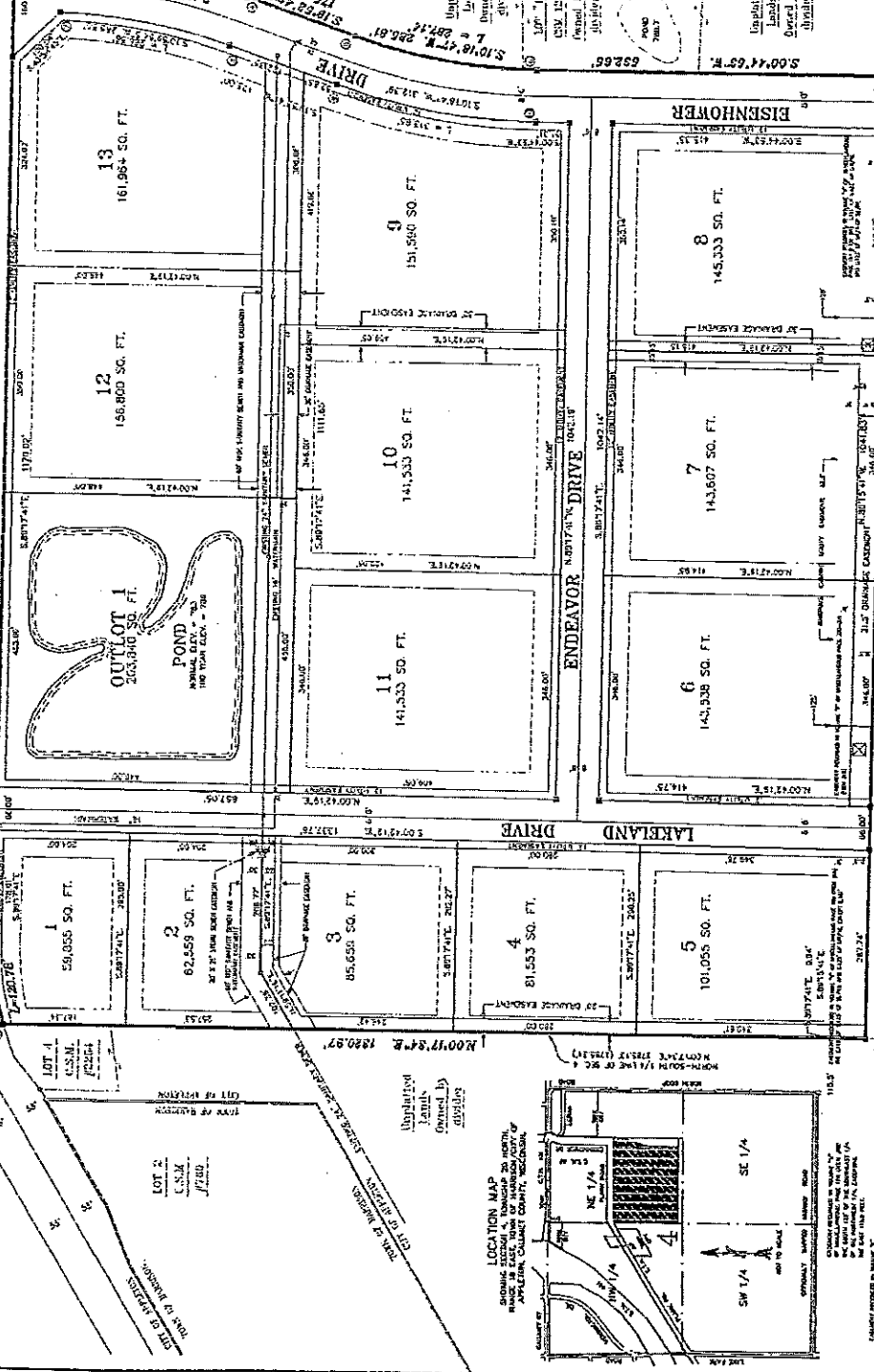
LOT 3 C.S.M. NO. 2264

LOT 4 C.S.M. NO. 2264

LOT 5 C.S.M. NO. 2264

LOT 6 C.S.M. NO. 2264

LOT 7 C.S.M. NO. 2264



**LEGEND**

- CRISING 3/4" IRON REBAR (R)
- CRISING 1/2" IRON REBAR (R)
- CRISING 3/8" IRON REBAR (R)
- CRISING 1/4" IRON REBAR (R)
- CRISING 3/16" IRON REBAR (R)
- CRISING 1/8" IRON REBAR (R)
- CRISING 3/32" IRON REBAR (R)
- CRISING 1/16" IRON REBAR (R)
- CRISING 3/64" IRON REBAR (R)
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- CRISING 3/128" IRON REBAR (R)
- CRISING 1/64" IRON REBAR (R)
- CRISING 3/256" IRON REBAR (R)
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- CRISING 3/512" IRON REBAR (R)
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# SOUTHPOINT COMMERCIAL PARK PLAT NO. 3

PART OF THE NW 1/4 OF THE SE 1/4, THE NE 1/4 OF THE SW 1/4, THE SW 1/4 OF THE SE 1/4 AND THE SE 1/4 OF THE SW 1/4, IN SECTION 4, TOWNSHIP 20 NORTH, RANGE 18 EAST, CITY OF APPLETON, CALUMET COUNTY, WISCONSIN.

**SURVEYOR'S CERTIFICATE**

I, Thomas M. Krowm, Registered Land Surveyor, hereby certify:

That I have surveyed and plotted the above described plat of land, and that the same is in accordance with the provisions of Chapter 236 of the Wisconsin Statutes, and the subdivision regulations of the City of Appleton in surveying, dividing and mapping the same.

Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

Thomas M. Krowm, Wisconsin Registered Land Surveyor No. 52005.  
 Revised this 30th day of June, 2006.

That I have fully complied with the provisions of Chapter 236 of the Wisconsin Statutes and the City of Appleton subdivision ordinance in surveying, dividing and mapping the same.

That each plat is a correct representation of all exterior boundaries of the land surveyed and the subdivision thereof made.

That I have made such land division and plat by the direction of owners, shown below.

That I have fully complied with the provisions of Chapter 236 of the Wisconsin Statutes, and the subdivision regulations of the City of Appleton in surveying, dividing and mapping the same.

Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

### LEGEND

- DISTINGUISH 3/4" BORN REBAR
- DISTINGUISH 1/4" BORN REBAR
- ( ) MEASUREMENTS OF RECORD
- ALL OTHER LOT CORNERS MONUMENTED WITH 3/4" x 4" BORN REBAR, MONUMENTED 1/2" DIA. METAL POST
- MONUMENTED BY UTILITY EGRESSOR (UNLESS OTHERWISE NOTED)
- CORNER AREA = 1/2" DIA. 30" SO. FT.
- STREET AREA = 1/2" DIA. 30" SO. FT.
- ALL OTHER CORNERS MONUMENTED AND COMPARED TO THE MONUMENTED 3/4" DIA. METAL POST
- TO THE NEAREST FOOT

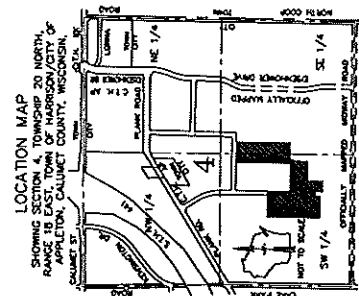
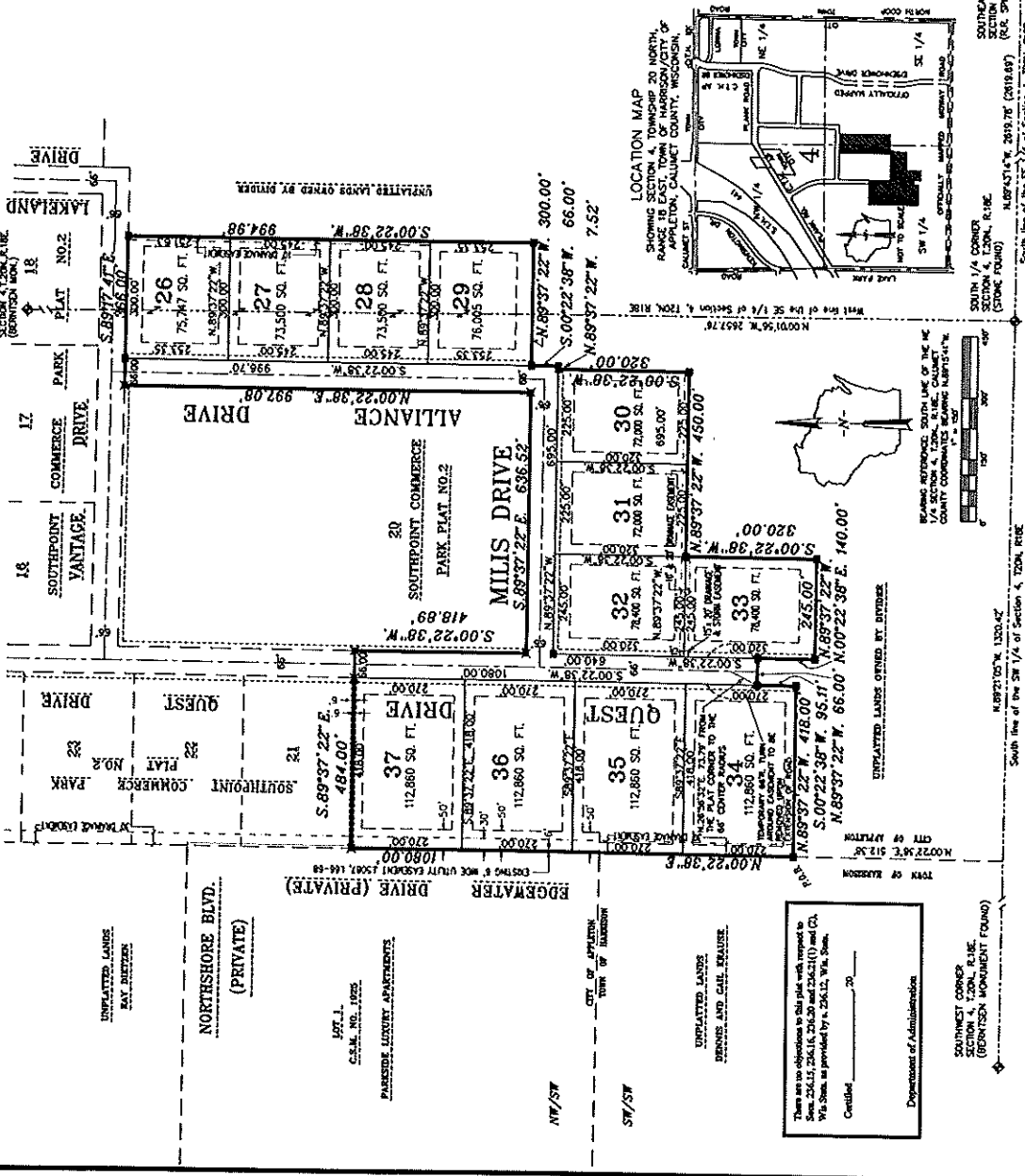


**APPROVAL AGENCIES**  
 CITY OF APPLETON

**AGENCIES HAVING AUTHORITY TO OBJECT**  
 DEPARTMENT OF ADMINISTRATION  
 CALUMET COUNTY PLANNING AND ZONING COMMISSION

**CITY OF APPLETON**  
 DEPARTMENT OF PUBLIC WORKS  
 Engineering Division  
 100 North Appleton Street  
 Appleton, WI 54911  
 (920) 832-474  
 FAX (920) 832-689

THIS INSTRUMENT DRAFTED BY: T. KROWM



SOUTH 1/4 CORNER SECTION 4, T20N, R18E (STAKE FOUND)

South line of the SE 1/4 of Section 4, T20N, R18E

This plat is subject to all other maps, records and surveys on file in the office of the Register of Deeds and Call Trause, Calumet County, Wisconsin, and to all laws, rules and regulations of the State of Wisconsin.

Certified \_\_\_\_\_

Department of Administration

**SOUTHWEST CORNER SECTION 4, T20N, R18E (BERTSON MONUMENT FOUND)**

**WB-13 VACANT LAND OFFER TO PURCHASE**

1 **LICENSEE DRAFTING THIS OFFER ON** \_\_\_\_\_ **[DATE] IS (AGENT OF BUYER)**  
2 ~~(AGENT OF SELLER) (LISTING FIRM) (AGENT OF BUYER AND SELLER)~~ **STRIKE THOSE NOT APPLICABLE**

3 The Buyer, City of Appleton  
4 offers to purchase the Property known as The North 30 feet of Lot 1 of Certified Survey Map No. 3549 more specifically described in  
5 attached Exhibit A for a 30' wide pedestrian trail (21,800 sf)  
6 [e.g., Street Address, Parcel Number(s), legal description, or insert additional description, if any, at lines 650-664, or  
7 attach as an addendum per line 686] in the City of Appleton  
8 County of Calumet Wisconsin, on the following terms:

9 **PURCHASE PRICE** The purchase price is Twenty-three Thousand Seven Hundred and 00/100  
10 Dollars (\$ 23,700.00 ).

11 **INCLUDED IN PURCHASE PRICE** Included in purchase price is the Property, all Fixtures on the Property as of the date  
12 stated on line 1 of this Offer (unless excluded at lines 17-18), and the following additional items: NA  
13

14 **NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are included**  
15 **or not included. Annual crops are not part of the purchase price unless otherwise agreed.**

16 **NOT INCLUDED IN PURCHASE PRICE** Not included in purchase price is Seller's personal property (unless included at  
17 lines 12-13) and the following:  
18

19 **CAUTION: Identify Fixtures that are on the Property (see lines 21-25) to be excluded by Seller or that are rented**  
20 **and will continue to be owned by the lessor.**

21 "Fixture" is defined as an item of property which is physically attached to or so closely associated with land so as to be  
22 treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage  
23 to the premises, items specifically adapted to the premises and items customarily treated as fixtures, including, but not  
24 limited to, all: perennial crops, garden bulbs; plants; shrubs and trees; fences; storage buildings on permanent foundations  
25 and docks/piers on permanent foundations.

26 **CAUTION: Exclude any Fixtures to be retained by Seller or that are rented on lines 17-18 or at lines 650-664 or in**  
27 **an addendum per line 686.**

28 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer  
29 on or before November 17, 2023  
30 Seller may keep the Property on the market and accept secondary offers after binding acceptance of this Offer.

31 **CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.**

32 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical  
33 copies of the Offer.

34 **CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term**  
35 **Deadlines running from acceptance provide adequate time for both binding acceptance and performance.**

36 **CLOSING** This transaction is to be closed on January 31, 2024  
37

38 at the place selected by Seller, unless otherwise agreed by the Parties in writing. If the date for closing falls on a Saturday,  
39 Sunday, or a federal or a state holiday, the closing date shall be the next Business Day.

40 **CAUTION: To reduce the risk of wire transfer fraud, any wiring instructions received should be independently**  
41 **verified by phone or in person with the title company, financial institution, or entity directing the transfer. The real**  
42 **estate licensees in this transaction are not responsible for the transmission or forwarding of any wiring or money**  
43 **transfer instructions.**

44 **EARNEST MONEY**  
45 ■ **EARNEST MONEY** of \$ NA accompanies this Offer.  
46 If Offer was drafted by a licensee, receipt of the earnest money accompanying this Offer is acknowledged.  
47 ■ **EARNEST MONEY** of \$ NA will be mailed, or commercially, electronically  
48 or personally delivered within \_\_\_\_\_ days ("5" if left blank) after acceptance.  
49 All earnest money shall be delivered to and held by (listing Firm) (drafting Firm) (other identified as  
50 NA) **STRIKE THOSE NOT APPLICABLE**  
51 (listing Firm if none chosen; if no listing Firm, then drafting Firm; if no Firm then Seller).

52 **CAUTION: If a Firm does not hold earnest money, an escrow agreement should be drafted by the Parties or an**  
53 **attorney as lines 56-76 do not apply. If someone other than Buyer pays earnest money, consider a special**  
54 **disbursement agreement.**

55 ■ **THE BALANCE OF PURCHASE PRICE** will be paid in cash or equivalent at closing unless otherwise agreed in writing.

56 ■ **DISBURSEMENT IF EARNEST MONEY HELD BY A FIRM:** If negotiations do not result in an accepted offer and the  
 57 earnest money is held by a Firm, the earnest money shall be promptly disbursed (after clearance from payer's depository  
 58 institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest money shall  
 59 be disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according  
 60 to a written disbursement agreement signed by all Parties to this Offer. If said disbursement agreement has not been  
 61 delivered to the Firm holding the earnest money within 60 days after the date set for closing, that Firm may disburse the  
 62 earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller;  
 63 (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; (4)  
 64 upon authorization granted within this Offer; or (5) any other disbursement required or allowed by law. The Firm may retain  
 65 legal services to direct disbursement per (1) or to file an interpleader action per (2) and the Firm may deduct from the  
 66 earnest money any costs and reasonable attorneys' fees, not to exceed \$250, prior to disbursement.

67 ■ **LEGAL RIGHTS/ACTION:** The Firm's disbursement of earnest money does not determine the legal rights of the Parties  
 68 in relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by the Firm holding the earnest  
 69 money. At least 30 days prior to disbursement per (1), (4) or (5) above, where the Firm has knowledge that either Party  
 70 disagrees with the disbursement, the Firm shall send Buyer and Seller written notice of the intent to disburse by certified  
 71 mail. If Buyer or Seller disagrees with the Firm's proposed disbursement, a lawsuit may be filed to obtain a court order  
 72 regarding disbursement. Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of  
 73 residential property with one-to-four dwelling units. Buyer and Seller should consider consulting attorneys regarding their  
 74 legal rights under this Offer in case of a dispute. Both Parties agree to hold the Firm harmless from any liability for good  
 75 faith disbursement of earnest money in accordance with this Offer or applicable Department of Safety and Professional  
 76 Services regulations concerning earnest money. See Wis. Admin. Code Ch. REEB 18.

77 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3)  
 78 occupancy; (4) date of closing; (5) contingency Deadlines **STRIKE AS APPLICABLE** and all other dates and Deadlines in  
 79 this Offer except: \_\_\_\_\_

80 \_\_\_\_\_ If "Time is of the Essence" applies to a date or Deadline,  
 81 failure to perform by the exact date or Deadline is a breach of contract. If "Time is of the Essence" does not apply to a date  
 82 or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.

83 **VACANT LAND DISCLOSURE REPORT** Wisconsin law requires owners of real property that does not include any  
 84 buildings to provide Buyers with a Vacant Land Disclosure Report. Excluded from this requirement are sales exempt from  
 85 the real estate transfer fee and sales by certain court-appointed fiduciaries, for example, personal representatives, who  
 86 have never occupied the Property. The form of the Report is found in Wis. Stat. § 709.033. The law provides: "§ 709.02  
 87 Disclosure . . . the owner of the property shall furnish, not later than 10 days after acceptance of a contract of sale . . . , to  
 88 the prospective buyer of the property a completed copy of the report . . . A prospective buyer who does not receive a report  
 89 within the 10 days may, within 2 business days after the end of that 10-day period, rescind the contract of sale . . . by  
 90 delivering a written notice of rescission to the owner or the owner's agent." Buyer may also have certain rescission rights if  
 91 a Vacant Land Disclosure Report disclosing defects is furnished before expiration of the 10 days, but after the Offer is  
 92 submitted to Seller. Buyer should review the report form or consult with an attorney for additional information regarding  
 93 rescission rights.

94 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has  
 95 no notice or knowledge of Conditions Affecting the Property or Transaction (lines 101-181) other than those identified in  
 96 Seller's Vacant Land Disclosure Report dated \_\_\_\_\_, which was received by Buyer prior to Buyer  
 97 signing this Offer and that is made a part of this Offer by reference **COMPLETE DATE OR STRIKE AS APPLICABLE**  
 98 and \_\_\_\_\_

99 \_\_\_\_\_  
 100 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE REPORT**

- 101 "Conditions Affecting the Property or Transaction" are defined to include:
- 102 a. Flooding, standing water, drainage problems, or other water problems on or affecting the Property.
  - 103 b. Impact fees or another condition or occurrence that would significantly increase development costs or reduce the value  
 104 of the property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.
  - 105 c. Brownfields (abandoned, idled, or underused land that may be subject to environmental contamination) or other  
 106 contaminated land on the property, or that contaminated soils on the property have been cleaned up under the Petroleum  
 107 Environmental Cleanup Fund Act (PECFA), a Wisconsin Department of Natural Resources (DNR) remedial or cleanup  
 108 program, the DATCP Agricultural Chemical Cleanup Program, or other similar program.
  - 109 d. Subsoil conditions that would significantly increase the cost of development, including, but not limited to, subsurface  
 110 foundations or waste material; any type of fill; dumpsites where pesticides, herbicides, fertilizer, or other toxic or hazardous  
 111 materials or containers for these materials were disposed of in violation of manufacturer or government guidelines or other  
 112 laws regulating such disposal; high groundwater; adverse soil conditions, such as low load-bearing capacity, earth or soil  
 113 movement, settling, upheavals, or slides; excessive rocks or rock formations; or other soil problems.
  - 114 e. Material violation of an environmental rule or other rule or agreement regulating the use of the Property.
  - 115 f. Defects caused by unsafe concentrations of, or unsafe conditions relating to, radon, radium in water supplies, lead in

- 116 soil, or other potentially hazardous or toxic substances on the Property; manufacture of methamphetamine or other  
117 hazardous or toxic substances on the Property; or high voltage electric (100 KV or greater) or steel natural gas transmission  
118 lines located on but not directly serving the Property.
- 119 g. Defects caused by unsafe concentrations of, unsafe conditions relating to, or the storage of, hazardous or toxic  
120 substances on neighboring properties.
- 121 h. The Property is served by a joint well; Defects related to a joint well serving the Property; or Defects in a well on the  
122 Property or in a well that serves the Property, including unsafe well water due to contaminants such as coliform, nitrates, or  
123 atrazine, or any out-of-service wells or cisterns that are required to be abandoned (see § NR 812.26, Wis. Adm. Code) but  
124 that are not closed or abandoned according to applicable regulations.
- 125 i. Defects in any septic system or other private sanitary disposal system on the Property; or any out-of-service septic  
126 system serving the Property not closed or abandoned according to applicable regulations.
- 127 j. Underground or aboveground fuel storage tanks presently or previously on the Property for storage of flammable or  
128 combustible liquids including, but not limited to, gasoline or heating oil; or Defects in the underground or aboveground fuel  
129 storage tanks on or previously located on the Property. Defects in underground or aboveground fuel storage tanks may  
130 include items such as abandoned tanks not closed in conformance with applicable local, state, and federal law; leaking;  
131 corrosion; or failure to meet operating standards. (The owner, by law, may have to register the tanks with the Department  
132 of Agriculture, Trade and Consumer Protection at P.O. Box 8911, Madison, Wisconsin, 53708, whether the tanks are in use  
133 or not. Department regulations may require closure or removal of unused tanks.)
- 134 k. Existing or abandoned manure storage facilities located on the property.
- 135 l. Notice of property tax increases, other than normal annual increases, or pending Property tax reassessment;  
136 remodeling that may increase the Property's assessed value; pending special assessments; or Property is within a special  
137 purpose district, such as a drainage district, that has authority to impose assessments on the Property.
- 138 m. Proposed, planned, or commenced public improvements or public construction projects that may result in special  
139 assessments or that may otherwise materially affect the Property or the present use of the Property; or any land division  
140 involving the Property without required state or local permits.
- 141 n. The Property is part of or subject to a subdivision homeowners' association; or the Property is not a condominium unit  
142 and there are common areas associated with the Property that are co-owned with others.
- 143 o. Any zoning code violations with respect to the Property; the Property or any portion thereof is located in a floodplain,  
144 wetland or shoreland zoning area under local, state or federal regulations; or the Property is subject to a mitigation plan  
145 required by Wisconsin Department of Natural Resources (DNR) rules related to county shoreland zoning ordinances, that  
146 obligates the Property owner to establish or maintain certain measures related to shoreland conditions, enforceable by the  
147 county.
- 148 p. Nonconforming uses of the Property (a nonconforming use is a use of land that existed lawfully before the current zoning  
149 ordinance was enacted or amended, but that does not conform to the use restrictions in the current ordinance); conservation  
150 easements (a conservation easement is a legal agreement in which a property owner conveys some of the rights associated  
151 with ownership of his or her property to an easement holder such as a governmental unit or a qualified nonprofit organization  
152 to protect the natural habitat of fish, wildlife, or plants or a similar ecosystem, preserve areas for outdoor recreation or  
153 education, or for similar purposes); restrictive covenants or deed restrictions on the Property; or, other than public rights-of-  
154 way, nonowners having rights to use part of the Property, including, but not limited to, private rights-of-way and easements  
155 other than recorded utility easements.
- 156 q. All or part of the Property has been assessed as agricultural land; has been assessed a use-value assessment  
157 conversion charge; or payment of a use-value assessment conversion charge has been deferred.
- 158 r. All or part of the Property is subject to, enrolled in, or in violation of a farmland preservation agreement, Forest Crop  
159 Law, Managed Forest Law, the Conservation Reserve Program, or a comparable program.
- 160 s. A dam is totally or partially located on the Property; or an ownership interest in a dam not located on the Property will  
161 be transferred with the Property because the dam is owned collectively by a homeowners' association, lake district, or  
162 similar group of which the Property owner is a member.
- 163 t. No legal access to the Property; or boundary or lot line disputes, encroachments or encumbrances (including a joint  
164 driveway) affecting the Property. Encroachments often involve some type of physical object belonging to one person but  
165 partially located on or overlapping on land belonging to another; such as, without limitation, fences, houses, garages,  
166 driveways, gardens, and landscaping. Encumbrances include, without limitation, a right or claim of another to a portion of  
167 the Property or to the use of the Property such as a joint driveway, liens, and licenses.
- 168 u. Government agency, court order, or federal, state, or local regulations requiring repair, alteration or correction of an  
169 existing condition.
- 170 v. A pier attached to the Property not in compliance with state or local pier regulations; a written agreement affecting  
171 riparian rights related to the Property; or the bed of the abutting navigable waterway is owned by a hydroelectric operator.
- 172 w. Material damage from fire, wind, flood, earthquake, expansive soil, erosion, or landslide.
- 173 x. Significant odor, noise, water diversion, water intrusion, or other irritants emanating from neighboring property.
- 174 y. Significant crop damage from disease, insects, soil contamination, wildlife, or other causes; diseased or dying trees or  
175 shrubs; or substantial injuries or disease in livestock on the Property or neighboring property.
- 176 z. Animal, reptile, or other insect infestations; drainage easement or grading problems; excessive sliding; or any other  
177 Defect or material condition.

178 aa. Archeological artifacts, mineral rights, orchards, or endangered species, or one or more burial sites on the Property.  
179 bb. Owner is a foreign person as defined in the Foreign Investment in Real Property Tax Act in 26 IRC § 1445(f).  
180 cc. Other Defects affecting the Property such as any agreements that bind subsequent owners of the property, such as a  
181 lease agreement or an extension of credit from an electric cooperative.  
182  **GOVERNMENT PROGRAMS:** Seller shall deliver to Buyer, within \_\_\_\_\_ days ("15" if left blank) after acceptance  
183 of this Offer, a list of all federal, state, county, and local conservation, farmland, environmental, or other land use programs,  
184 agreements, restrictions, or conservation easements, which apply to any part of the Property (e.g., farmland preservation  
185 agreements, farmland preservation or exclusive agricultural zoning, use value assessments, Forest Crop, Managed Forest,  
186 Conservation Reserve Program, wetland mitigation, shoreland zoning mitigation plan or comparable programs), along with  
187 disclosure of any penalties, fees, withdrawal charges, or payback obligations pending, or currently deferred, if any. This  
188 contingency will be deemed satisfied unless Buyer delivers to Seller, within 7 days after the deadline for delivery, a notice  
189 terminating this Offer based upon the use restrictions, program requirements, and/or amount of any penalty, fee, charge, or  
190 payback obligation.  
191 **CAUTION: If Buyer does not terminate this Offer, Buyer is hereby agreeing that Buyer will continue in such**  
192 **programs, as may apply, and Buyer agrees to reimburse Seller should Buyer fail to continue any such program**  
193 **such that Seller incurs any costs, penalties, damages, or fees that are imposed because the program is not**  
194 **continued after sale. The Parties agree this provision survives closing.**  
195 **MANAGED FOREST LAND:** If all, or part, of the Property is managed forest land under the Managed Forest Law (MFL)  
196 program, this designation will continue after closing. Buyer is advised as follows: The MFL is a landowner incentive  
197 program that encourages sustainable forestry on private woodlands by reducing and deferring property taxes. Orders  
198 designating lands as managed forest lands remain in effect for 25 or 50 years. When ownership of land enrolled in the  
199 MFL program changes, the new owner must sign and file a report of the change of ownership on a form provided by the  
200 Department of Natural Resources and pay a fee. By filing this form, the new owner agrees to the associated MFL  
201 management plan and the MFL program rules. The DNR Division of Forestry monitors forest management plan  
202 compliance. Changes a landowner makes to property that is subject to an order designating it as managed forest land,  
203 or to its use, may jeopardize benefits under the program or may cause the property to be withdrawn from the program  
204 and may result in the assessment of penalties. For more information call the local DNR forester or visit  
205 <https://dnr.wisconsin.gov/topic/forestry>.  
206 **USE VALUE ASSESSMENTS:** The use value assessment system values agricultural land based on the income that  
207 would be generated from its rental for agricultural use rather than its fair market value. When a person converts agricultural  
208 land to a non-agricultural use (e.g., residential or commercial development), that person may owe a conversion charge.  
209 To obtain more information about the use value law or conversion charge, contact the Wisconsin Department of Revenue's  
210 Equalization Bureau or visit <http://www.revenue.wi.gov/>.  
211 **FARMLAND PRESERVATION:** The early termination of a farmland preservation agreement or removal of land from such  
212 an agreement can trigger payment of a conversion fee equal to 3 times the per acre value of the land. Contact the  
213 Wisconsin Department of Agriculture, Trade and Consumer Protection Division of Agricultural Resource Management or  
214 visit <http://www.datcp.state.wi.us/> for more information.  
215 **CONSERVATION RESERVE PROGRAM (CRP):** The CRP encourages farmers, through contracts with the U.S.  
216 Department of Agriculture, to stop growing crops on highly erodible or environmentally sensitive land and instead to plant  
217 a protective cover of grass or trees. CRP contracts run for 10 to 15 years, and owners receive an annual rent as well as  
218 certain incentive payments and cost share assistance for establishing long-term, resource-conserving ground cover.  
219 Removing lands from the CRP in breach of a contract can be quite costly. For more information call the state Farm Service  
220 Agency office or visit <http://www.fsa.usda.gov/>.  
221 **SHORELAND ZONING ORDINANCES:** All counties must adopt uniform shoreland zoning ordinances in compliance with  
222 Wis. Admin. Code Chapter NR 115. County shoreland zoning ordinances apply to all unincorporated land within 1,000  
223 feet of a navigable lake, pond or flowage or within 300 feet of a navigable river or stream and establish minimum standards  
224 for building setbacks and height limits, cutting trees and shrubs, lot sizes, water runoff, impervious surface standards (that  
225 may be exceeded if a mitigation plan is adopted and recorded) and repairs to nonconforming structures. Buyers must  
226 conform to any existing mitigation plans. For more information call the county zoning office or visit <https://dnr.wi.gov/>.  
227 Buyer is advised to check with the applicable city, town or village for additional shoreland zoning or shoreland-wetland  
228 zoning restrictions, if any.  
229 **FENCES:** Wis. Stat. § 90.03 requires the owners of adjoining properties to keep and maintain legal fences in equal shares  
230 where one or both of the properties is used and occupied for farming or grazing purposes.  
231 **CAUTION: Consider an agreement addressing responsibility for fences if Property or adjoining land is used and**  
232 **occupied for farming or grazing purposes.**  
233 **PROPERTY DEVELOPMENT WARNING:** If Buyer contemplates developing Property for a use other than the current use,  
234 there are a variety of issues that should be addressed to ensure the development or new use is feasible. Buyer is solely  
235 responsible to verify the current zoning allows for the proposed use of the Property at lines 251-255. Municipal and zoning  
236 ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or uses  
237 and therefore should be reviewed. Building permits, zoning or zoning variances, Architectural Control Committee approvals,  
238 estimates for utility hook-up expenses, special assessments, changes for installation of roads or utilities, environmental  
239 audits, subsoil tests, or other development related fees may need to be obtained or verified in order to determine the  
240 feasibility of development of, or a particular use for, a property. Optional contingencies that allow Buyer to investigate certain  
241 of these issues can be found at lines 244-304 and Buyer may add contingencies as needed in addenda (see line 686).

242 Buyer should review any plans for development or use changes to determine what issues should be addressed in these  
243 contingencies.

244 **PROPOSED USE CONTINGENCIES:** This Offer is contingent upon Buyer obtaining, at Buyer's expense, the reports or  
245 documentation required by any optional provisions checked on lines 256-281 below. The optional provisions checked on  
246 lines 256-281 shall be deemed satisfied unless Buyer, within \_\_\_\_\_ days ("30" if left blank) after acceptance, delivers: (1)  
247 written notice to Seller specifying those optional provisions checked below that cannot be satisfied and (2) written evidence  
248 substantiating why each specific provision referred to in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice,  
249 this Offer shall be null and void. Seller agrees to cooperate with Buyer as necessary to satisfy the contingency provisions  
250 checked at lines 256-281.

251 **Proposed Use:** Buyer is purchasing the Property for the purpose of: \_\_\_\_\_

252 \_\_\_\_\_  
253 \_\_\_\_\_ **[insert proposed use**  
254 **and type or style of building(s), size and proposed building location(s), if a requirement of Buyer's condition to**  
255 **purchase, e.g. 1400-1600 sq. ft. three-bedroom single family ranch home in northwest corner of lot].**

256  **ZONING:** Verification of zoning and that the Property's zoning allows Buyer's proposed use described at lines  
257 251-255.

258  **SUBSOILS:** Written evidence from a qualified soils expert that the Property is free of any subsoil condition that  
259 would make the proposed use described at lines 251-255 impossible or significantly increase the costs of such  
260 development.

261  **PRIVATE ONSITE WASTEWATER TREATMENT SYSTEM (POWTS) SUITABILITY:** Written evidence from a  
262 certified soils tester that: (a) the soils at the Property locations selected by Buyer, and (b) all other conditions that must  
263 be approved, meet the legal requirements in effect on the date of this Offer to obtain a permit for a POWTS for use of  
264 the Property as stated on lines 251-255. The POWTS (septic system) allowed by the written evidence must be one of  
265 the following POWTS that is approved by the State for use with the type of property identified at lines 251-255 **[CHECK**

266 **ALL THAT APPLY]:**  conventional in-ground;  mound;  at grade;  in-ground pressure distribution;  holding  
267 tank;  other: \_\_\_\_\_.

268  **EASEMENTS AND RESTRICTIONS:** Copies of all public and private easements, covenants and restrictions  
269 affecting the Property and a written determination by a qualified independent third party that none of these prohibit or  
270 significantly delay or increase the costs of the proposed use or development identified at lines 251-255.

271  **APPROVALS/PERMITS:** Permits, approvals and licenses, as appropriate, or the final discretionary action by the  
272 granting authority prior to the issuance of such permits or building permit, approvals and licenses, for the following items  
273 related to Buyer's proposed use: \_\_\_\_\_

274 \_\_\_\_\_

275  **UTILITIES:** Written verification of the location of the following utility service connections (e.g., on the Property, at  
276 the lot line, across the street, etc.) **[CHECK AND COMPLETE AS APPLICABLE]:**

277  electricity \_\_\_\_\_;  gas \_\_\_\_\_;  sewer \_\_\_\_\_;

278  water \_\_\_\_\_;  telephone \_\_\_\_\_;  cable \_\_\_\_\_;

279  other \_\_\_\_\_.

280  **ACCESS TO PROPERTY:** Written verification that there is legal vehicular access to the Property from public  
281 roads.

282  **LAND USE APPROVAL/PERMITS:** This Offer is contingent upon (Buyer)(Seller) **[STRIKE ONE]** ("Buyer" if neither  
283 stricken) obtaining the following, including all costs: a **[CHECK ALL THAT APPLY]**  rezoning;  conditional use permit;  
284  variance;  other \_\_\_\_\_ for the Property for its proposed use described at lines 251-255.

285 Seller agrees to cooperate with Buyer as necessary to satisfy this contingency. Buyer shall deliver, within \_\_\_\_\_ days of  
286 acceptance, written notice to Seller if any item cannot be obtained, in which case this Offer shall be null and void.

287  **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) **[STRIKE ONE]** ("Seller  
288 providing" if neither is stricken) a Map of the Property dated subsequent to the date of acceptance of this Offer prepared by  
289 a registered land surveyor, within \_\_\_\_\_ days ("30" if left blank) after acceptance, at (Buyer's) (Seller's) **[STRIKE ONE]**  
290 ("Seller's" if neither is stricken) expense. The map shall show minimum of \_\_\_\_\_ acres, maximum of \_\_\_\_\_  
291 acres, the legal description of the Property, the Property's boundaries and dimensions, visible encroachments upon the  
292 Property, the location of improvements, if any, and: \_\_\_\_\_

293 \_\_\_\_\_

294 **[STRIKE AND COMPLETE AS APPLICABLE].** Additional map features that may  
295 be added include but are not limited to: staking of all corners of the Property; identifying dedicated and apparent streets; lot  
296 dimensions; total acreage or square footage; easements or rights-of-way.

297 **CAUTION: Consider the cost and the need for map features before selecting them. Also consider the time required**  
298 **to obtain the map when setting the deadline.**

299 This contingency shall be deemed satisfied unless Buyer, within 5 days after the deadline for delivery of said map, delivers  
300 to Seller a copy of the map and a written notice which identifies: (1) the significant encroachment; (2) information materially  
301 inconsistent with prior representations; or (3) failure to meet requirements stated within this contingency. Upon delivery of  
302 Buyer's notice, this Offer shall be null and void. Once the deadline for delivery has passed, if Seller was responsible to



303 provide the map and failed to timely deliver the map to Buyer, Buyer may terminate this Offer if Buyer delivers a written  
 304 notice of termination to Seller prior to Buyer's Actual Receipt of said map from Seller.

305 **INSPECTIONS AND TESTING** Buyer may only conduct inspections or tests if specific contingencies are included as a  
 306 part of this Offer. An "inspection" is defined as an observation of the Property, which does not include an appraisal or testing  
 307 of the Property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel  
 308 source, which are hereby authorized. A "test" is defined as the taking of samples of materials such as soils, water, air or  
 309 building materials from the Property for laboratory or other analysis of these materials. Seller agrees to allow Buyer's  
 310 inspectors, testers and appraisers reasonable access to the Property upon advance notice, if necessary, to satisfy the  
 311 contingencies in this Offer. Buyer or licensees or both may be present at all inspections and testing. Except as otherwise  
 312 provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property.

313 **NOTE: Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose of**  
 314 **the test, (e.g., to determine if environmental contamination is present), any limitations on Buyer's testing and any**  
 315 **other material terms of the contingency.**

316 Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections and testing are completed  
 317 unless otherwise agreed to with Seller. Buyer agrees to promptly provide copies of all inspection and testing reports to  
 318 Seller. Seller acknowledges that certain inspections or tests may detect environmental pollution that may be required to be  
 319 reported to the Wisconsin Department of Natural Resources.

320  **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 305-319).

321 (1) This Offer is contingent upon a qualified independent inspector conducting an inspection of the Property after the date  
 322 on line 1 of this Offer that discloses no Defects.

323 (2) This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing an  
 324 inspection of \_\_\_\_\_

325 \_\_\_\_\_ (list any Property component(s)  
 326 to be separately inspected, e.g., dumpsite, timber quality, invasive species, etc.) that discloses no Defects.

327 (3) Buyer may have follow-up inspections recommended in a written report resulting from an authorized inspection, provided  
 328 they occur prior to the Deadline specified at line 333. Inspection(s) shall be performed by a qualified independent  
 329 inspector or independent qualified third party.

330 Buyer shall order the inspection(s) and be responsible for all costs of inspection(s).

331 **CAUTION: Buyer should provide sufficient time for the Property inspection and/or any specialized inspection(s),**  
 332 **as well as any follow-up inspection(s).**

333 This contingency shall be deemed satisfied unless Buyer, within \_\_\_\_\_ days ("15" if left blank) after acceptance, delivers  
 334 to Seller a copy of the written inspection report(s) dated after the date on line 1 of this Offer and a written notice listing the  
 335 Defect(s) identified in those report(s) to which Buyer objects (Notice of Defects).

336 **CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.**

337 For the purposes of this contingency, Defects do not include structural, mechanical or other conditions the nature and extent  
 338 of which Buyer had actual knowledge or written notice before signing this Offer.

339 **NOTE: "Defect" as defined on lines 553-555 means a condition that would have a significant adverse effect on the**  
 340 **value of the Property; that would significantly impair the health or safety of future occupants of the Property; or**  
 341 **that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life**  
 342 **of the premises.**

343 **RIGHT TO CURE:** Seller (shall)(shall not) ~~STRIKE ONE~~ ("shall" if neither is stricken) have the right to cure the Defects.

344 If Seller has the right to cure, Seller may satisfy this contingency by:

345 (1) delivering written notice to Buyer within \_\_\_\_\_ ("10" if left blank) days after Buyer's delivery of the Notice of Defects  
 346 stating Seller's election to cure Defects;

347 (2) curing the Defects in a good and workmanlike manner; and

348 (3) delivering to Buyer a written report detailing the work done no later than three days prior to closing.

349 This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and:

350 (1) Seller does not have the right to cure; or

351 (2) Seller has the right to cure but:

352 (a) Seller delivers written notice that Seller will not cure; or

353 (b) Seller does not timely deliver the written notice of election to cure.

354 **IF LINE 355 IS NOT MARKED OR IS MARKED N/A LINES 403-414 APPLY.**

355  **FINANCING COMMITMENT CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written  
 356 \_\_\_\_\_ [loan type or specific lender, if any] first mortgage loan commitment as described

357 below, within \_\_\_\_\_ days after acceptance of this Offer. The financing selected shall be in an amount of not less than \$  
 358 \_\_\_\_\_ for a term of not less than \_\_\_\_\_ years, amortized over not less than \_\_\_\_\_ years. Initial

359 monthly payments of principal and interest shall not exceed \$ \_\_\_\_\_. Buyer acknowledges that lender's  
 360 required monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance

361 premiums, and private mortgage insurance premiums. The mortgage shall not include a prepayment premium. Buyer agrees  
 362 to pay discount points in an amount not to exceed \_\_\_\_\_% ("0" if left blank) of the loan. If Buyer is using multiple loan

363 sources or obtaining a construction loan or land contract financing, describe at lines 650-664 or in an addendum attached  
364 per line 686. Buyer agrees to pay all customary loan and closing costs, wire fees, and loan origination fees, to promptly  
365 apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. Seller agrees to allow  
366 lender's appraiser access to the Property.

367 ■ **LOAN AMOUNT ADJUSTMENT:** If the purchase price under this Offer is modified, any financed amount, unless otherwise  
368 provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the monthly payments  
369 shall be adjusted as necessary to maintain the term and amortization stated above.

370 **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 371 or 372.**

371  **FIXED RATE FINANCING:** The annual rate of interest shall not exceed \_\_\_\_\_%.

372  **ADJUSTABLE RATE FINANCING:** The initial interest rate shall not exceed \_\_\_\_\_%. The initial interest rate  
373 shall be fixed for \_\_\_\_\_ months, at which time the interest rate may be increased not more than \_\_\_\_\_% ("2" if  
374 left blank) at the first adjustment and by not more than \_\_\_\_\_% ("1" if left blank) at each subsequent adjustment.  
375 The maximum interest rate during the mortgage term shall not exceed the initial interest rate plus \_\_\_\_\_% ("6" if  
376 left blank). Monthly payments of principal and interest may be adjusted to reflect interest changes.

377 ■ **SATISFACTION OF FINANCING COMMITMENT CONTINGENCY:** If Buyer qualifies for the loan described in this Offer  
378 or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of a written loan commitment.  
379 This contingency shall be satisfied if, after Buyer's review, Buyer delivers to Seller a copy of a written loan commitment  
380 (even if subject to conditions) that is:

- 381 (1) signed by Buyer; or,
- 382 (2) accompanied by Buyer's written direction for delivery.

383 Delivery of a loan commitment by Buyer's lender or delivery accompanied by a notice of unacceptability shall not satisfy  
384 this contingency.

385 **CAUTION: The delivered loan commitment may contain conditions Buyer must yet satisfy to obligate the lender to**  
386 **provide the loan. Buyer understands delivery of a loan commitment removes the Financing Commitment**  
387 **Contingency from the Offer and shifts the risk to Buyer if the loan is not funded.**

388 ■ **SELLER TERMINATION RIGHTS:** If Buyer does not deliver a loan commitment on or before the Deadline on line 357.  
389 Seller may terminate this Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of  
390 written loan commitment from Buyer.

391 ■ **FINANCING COMMITMENT UNAVAILABILITY:** If a financing commitment is not available on the terms stated in this  
392 Offer (and Buyer has not already delivered an acceptable loan commitment for other financing to Seller), Buyer shall  
393 promptly deliver written notice to Seller of same including copies of lender(s)' rejection letter(s) or other evidence of  
394 unavailability.

395  **SELLER FINANCING:** Seller shall have 10 days after the earlier of:

- 396 (1) Buyer delivery of written notice of evidence of unavailability as noted in lines 391-394: or
- 397 (2) the Deadline for delivery of the loan commitment on line 357,

398 to deliver to Buyer written notice of Seller's decision to (finance this transaction with a note and mortgage under the same  
399 terms set forth in this Offer, and this Offer shall remain in full force and effect, with the time for closing extended accordingly.  
400 If Seller's notice is not timely given, the option for Seller to provide financing shall be considered waived. Buyer agrees to  
401 cooperate with and authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit  
402 worthiness for Seller financing.

403 **IF THIS OFFER IS NOT CONTINGENT ON FINANCING COMMITMENT** Within \_\_\_\_\_ days ("7" if left blank) after  
404 acceptance, Buyer shall deliver to Seller either:

- 405 (1) reasonable written verification from a financial institution or third party in control of Buyer's funds that Buyer has, at  
406 the time of verification, sufficient funds to close; or

407 (2) \_\_\_\_\_  
408 \_\_\_\_\_ [Specify documentation Buyer agrees to deliver to Seller].

409 If such written verification or documentation is not delivered, Seller has the right to terminate this Offer by delivering written  
410 notice to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written verification. Buyer may or may not obtain  
411 mortgage financing but does not need the protection of a financing commitment contingency. Seller agrees to allow Buyer's  
412 appraiser access to the Property for purposes of an appraisal. Buyer understands and agrees that this Offer is not subject  
413 to the appraisal meeting any particular value, unless this Offer is subject to an appraisal contingency, nor does the right of  
414 access for an appraisal constitute a financing commitment contingency.

415  **APPRAISAL CONTINGENCY:** This Offer is contingent upon Buyer or Buyer's lender having the Property appraised  
416 at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated  
417 subsequent to the date stated on line 1 of this Offer, indicating an appraised value for the Property equal to or greater than  
418 the agreed upon purchase price.

419 This contingency shall be deemed satisfied unless Buyer, within \_\_\_\_\_ days after acceptance, delivers to Seller a copy  
420 of the appraisal report indicating an appraised value less than the agreed upon purchase price, and a written notice objecting  
421 to the appraised value.

422 ■ **RIGHT TO CURE:** Seller (shall) (shall not) **STRIKE ONE** ("shall" if neither is stricken) have the right to cure.

423 If Seller has the right to cure, Seller may satisfy this contingency by delivering written notice to Buyer adjusting the purchase  
424 price to the value shown on the appraisal report within \_\_\_\_\_ days ("5" if left blank) after Buyer's delivery of the appraisal

425 report and the notice objecting to the appraised value. Seller and Buyer agree to promptly execute an amendment initiated  
426 by either party after delivery of Seller's notice, solely to reflect the adjusted purchase price.

427 This Offer shall be null and void if Buyer makes timely delivery of the notice objecting to appraised value and the written  
428 appraisal report and:

429 (1) Seller does not have the right to cure; or

430 (2) Seller has the right to cure but:

431 (a) Seller delivers written notice that Seller will not adjust the purchase price; or

432 (b) Seller does not timely deliver the written notice adjusting the purchase price to the value shown on the appraisal  
433 report.

434 **NOTE: An executed FHA, VA or USDA Amendatory clause may supersede this contingency.**

435  **CLOSING OF BUYER'S PROPERTY CONTINGENCY:** This Offer is contingent upon the closing of the sale of  
436 Buyer's property located at \_\_\_\_\_

437 no later than \_\_\_\_\_ (the Deadline). If closing does not occur by the Deadline, this Offer shall  
438 become null and void unless Buyer delivers to Seller, on or before the Deadline, reasonable written verification from a  
439 financial institution or third party in control of Buyer's funds that Buyer has, at the time of verification, sufficient funds to close  
440 or proof of bridge loan financing, along with a written notice waiving this contingency. Delivery of verification or proof of  
441 bridge loan shall not extend the closing date for this Offer.

442  **BUMP CLAUSE:** If Seller accepts a bona fide secondary offer, Seller may give written notice to Buyer that another  
443 offer has been accepted. If Buyer does not deliver to Seller the documentation listed below within \_\_\_\_\_ hours ("72" if  
444 left blank) after Buyer's Actual Receipt of said notice, this Offer shall be null and void. Buyer must deliver the following:

445 (1) Written waiver of the Closing of Buyer's Property Contingency if line 435 is marked;

446 (2) Written waiver of \_\_\_\_\_  
447 \_\_\_\_\_ (name other contingencies, if any); and

448 (3) Any of the following checked below:

449  Proof of bridge loan financing.

450  Proof of ability to close from a financial institution or third party in control of Buyer's funds which shall provide  
451 Seller with reasonable written verification that Buyer has, at the time of verification, sufficient funds to close.

452 Other: \_\_\_\_\_

453 \_\_\_\_\_

454 [insert other requirements, if any (e.g., payment of additional earnest money, etc.)]

455  **SECONDARY OFFER:** This Offer is secondary to a prior accepted offer. This Offer shall become primary upon  
456 delivery of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer  
457 notice prior to any Deadline, nor is any particular secondary buyer given the right to be made primary ahead of other  
458 secondary buyers. Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to  
459 delivery of Seller's notice that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than \_\_\_\_\_ days ("7"  
460 if left blank) after acceptance of this Offer. All other Offer Deadlines that run from acceptance shall run from the time this  
461 Offer becomes primary.

462 **HOMEOWNERS ASSOCIATION** If this Property is subject to a homeowners association, Buyer is aware the Property may  
463 be subject to periodic association fees after closing and one-time fees resulting from transfer of the Property. Any one-time  
464 fees resulting from transfer of the Property shall be paid at closing by (Seller) (Buyer) ~~STRIKE ONE~~ ("Buyer" if neither is  
465 stricken).

466 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values:  
467 real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners or homeowners  
468 association assessments, fuel and \_\_\_\_\_.

469 **CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.**

470 Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.

471 Real estate taxes shall be prorated at closing based on **CHECK BOX FOR APPLICABLE PRORATION FORMULA:**

472  The net general real estate taxes for the preceding year, or the current year if available (Net general real estate  
473 taxes are defined as general property taxes after state tax credits and lottery credits are deducted.) NOTE: THIS CHOICE  
474 APPLIES IF NO BOX IS CHECKED.

475  Current assessment times current mill rate (current means as of the date of closing).

476  Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior  
477 year, or current year if known, multiplied by current mill rate (current means as of the date of closing).

478  \_\_\_\_\_

479 **CAUTION: Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be**  
480 **substantially different than the amount used for proration especially in transactions involving new construction,**  
481 **extensive rehabilitation, remodeling or area-wide re-assessment. Buyer is encouraged to contact the local**  
482 **assessor regarding possible tax changes.**

483  Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on  
484 the actual tax bill for the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5

485 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall  
486 re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation  
487 and is the responsibility of the Parties to complete, not the responsibility of the real estate Firms in this transaction.

488 **TITLE EVIDENCE**

489 ■ **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed  
490 (trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as  
491 provided herein), free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements  
492 entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use  
493 restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's Vacant Land  
494 Disclosure Report and in this Offer, general taxes levied in the year of closing and \_\_\_\_\_

495 \_\_\_\_\_  
496 \_\_\_\_\_ (insert other allowable exceptions from title, if  
497 any) that constitutes merchantable title for purposes of this transaction. Seller, at Seller's cost, shall complete and execute  
498 the documents necessary to record the conveyance and pay the Wisconsin Real Estate Transfer Fee.

499 **WARNING: Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements**  
500 **may prohibit certain improvements or uses and therefore should be reviewed, particularly if Buyer contemplates**  
501 **making improvements to Property or a use other than the current use.**

502 ■ **TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of  
503 the purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall  
504 pay all costs of providing title evidence to Buyer. Buyer shall pay the costs of providing the title evidence required by Buyer's  
505 lender and recording the deed or other conveyance.

506 ■ **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's)(Buyer's)  
507 ~~STRIKE ONE~~ ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded  
508 after the commitment date of the title insurance commitment and before the deed is recorded, subject to the title insurance  
509 policy conditions, exclusions and exceptions, provided the title company will issue the coverage. If a gap endorsement or  
510 equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 516-  
511 523).

512 ■ **DELIVERY OF MERCHANTABLE TITLE:** The required title insurance commitment shall be delivered to Buyer's attorney  
513 or Buyer not more than \_\_\_\_\_ days after acceptance ("15" if left blank), showing title to the Property as of a date no more  
514 than 15 days before delivery of such title evidence to be merchantable per lines 489-498, subject only to liens which will be  
515 paid out of the proceeds of closing and standard title insurance requirements and exceptions, as appropriate.

516 ■ **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of  
517 objections to title within \_\_\_\_\_ days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In  
518 such event, Seller shall have \_\_\_\_\_ days ("15" if left blank) from Buyer's delivery of the notice stating title objections, to  
519 deliver notice to Buyer stating Seller's election to remove the objections by the time set for closing. If Seller is unable to  
520 remove said objections, Buyer shall have five days from receipt of notice thereof, to deliver written notice waiving the  
521 objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, Buyer shall deliver  
522 written notice of termination and this Offer shall be null and void. Providing title evidence acceptable for closing does not  
523 extinguish Seller's obligations to give merchantable title to Buyer.

524 ■ **SPECIAL ASSESSMENTS/OTHER EXPENSES:** Special assessments, if any, levied or for work actually commenced  
525 prior to the date stated on line 1 of this Offer shall be paid by Seller no later than closing. All other special assessments  
526 shall be paid by Buyer. "Levied" means the local municipal governing body has adopted and published a final resolution  
527 describing the planned improvements and the assessment of benefits.

528 **CAUTION: Consider a special agreement if area assessments, property owners association assessments, special**  
529 **charges for current services under Wis. Stat. § 66.0627 or other expenses are contemplated. "Other expenses" are**  
530 **one-time charges or ongoing use fees for public improvements (other than those resulting in special assessments)**  
531 **relating to curb, gutter, street, sidewalk, municipal water, sanitary and storm water and storm sewer (including all**  
532 **sewer mains and hook-up/connection and interceptor charges), parks, street lighting and street trees, and impact**  
533 **fees for other public facilities, as defined in Wis. Stat. § 66.0617(1)(f).**

534 **LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights  
535 under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the  
536 (written) (oral) ~~STRIKE ONE~~ lease(s), if any, are \_\_\_\_\_

537 \_\_\_\_\_  
538 \_\_\_\_\_ Insert additional terms, if any, at lines 650-664 or attach as an addendum per line 686.

539 **DEFINITIONS**

540 ■ **ACTUAL RECEIPT:** "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document  
541 or written notice physically in the Party's possession, regardless of the method of delivery. If the document or written notice  
542 is electronically delivered, Actual Receipt shall occur when the Party opens the electronic transmission.

543 ■ **BUSINESS DAY:** "Business Day" means a calendar day other than Saturday, Sunday, any legal public holiday under  
544 Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive

545 registered mail or make regular deliveries on that day.

546 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by  
547 excluding the day the event occurred and by counting subsequent calendar days. The Deadline expires at Midnight on the  
548 last day. Additionally, Deadlines expressed as a specific number of Business Days are calculated in the same manner  
549 except that only Business Days are counted while other days are excluded. Deadlines expressed as a specific number of  
550 "hours" from the occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by  
551 counting 24 hours per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific  
552 event, such as closing, expire at Midnight of that day. "Midnight" is defined as 11:59 p.m. Central Time.

553 ■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would  
554 significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would  
555 significantly shorten or adversely affect the expected normal life of the premises.

556 ■ **FIRM:** "Firm" means a licensed sole proprietor broker or a licensed broker business entity.

557 ■ **PARTY:** "Party" means the Buyer or the Seller; "Parties" refers to both the buyer and the Seller.

558 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-8.

559 **INCLUSION OF OPTIONAL PROVISIONS** Terms of this Offer that are preceded by an OPEN BOX (  ) are part of  
560 this offer ONLY if the box is marked such as with an "X". They are not part of this offer if marked "N/A" or are left blank.

561 **PROPERTY DIMENSIONS AND SURVEYS** Buyer acknowledges that any land dimensions, or total acreage or square  
562 footage figures, provided to Buyer by Seller or by a Firm or its agents, may be approximate because of rounding, formulas  
563 used or other reasons, unless verified by survey or other means.

564 **CAUTION: Buyer should verify total square footage formula, total square footage/acreage figures, and land  
565 dimensions, if material.**

566 **DISTRIBUTION OF INFORMATION** Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of  
567 the Offer to Buyer's lender, appraisers, title insurance companies and any other settlement service providers for the  
568 transaction as defined by the Real Estate Settlement Procedures Act (RESPA); (ii) report sales and financing concession  
569 data to multiple listing service sold databases; (iii) provide active listing, pending sale, closed sale and financing concession  
570 information and data, and related information regarding seller contributions, incentives or assistance, and third party gifts,  
571 to appraisers researching comparable sales, market conditions and listings, upon inquiry; and (iv) distribute copies of this  
572 Offer to the seller or seller's agent of another property that Seller intends on purchasing.

573 **MAINTENANCE** Seller shall maintain the Property and all personal property included in the purchase price until the earlier  
574 of closing or Buyer's occupancy, in materially the same condition it was in as of the date on line 1 of this Offer, except for  
575 ordinary wear and tear.

576 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING** If, prior to closing, the Property is damaged in an  
577 amount not more than five percent of the purchase price, other than normal wear and tear, Seller shall promptly notify Buyer  
578 in writing, and will be obligated to restore the Property to materially the same condition it was in as of the date on line 1 of  
579 this Offer. Seller shall provide Buyer with copies of all required permits and lien waivers for the lienable repairs no later than  
580 closing. If the amount of damage exceeds five percent of the purchase price, Seller shall promptly notify Buyer in writing of  
581 the damage and this Offer may be terminated at option of Buyer. Should Buyer elect to carry out this Offer despite such  
582 damage, Buyer shall be entitled to the insurance proceeds, if any, relating to the damage to the Property, plus a credit  
583 towards the purchase price equal to the amount of Seller's deductible on such policy, if any. However, if this sale is financed  
584 by a land contract or a mortgage to Seller, any insurance proceeds shall be held in trust for the sole purpose of restoring  
585 the Property.

586 **BUYER'S PRE-CLOSING WALK-THROUGH** Within three days prior to closing, at a reasonable time pre-approved by  
587 Seller or Seller's agent, Buyer shall have the right to walk through the Property to determine that there has been no  
588 significant change in the condition of the Property, except for ordinary wear and tear and changes approved by Buyer, and  
589 that any Defects Seller has agreed to cure have been repaired in the manner agreed to by the Parties.

590 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in  
591 this Offer at lines 534-538 or in an addendum attached per line 686, or lines 650-664 if the Property is leased. At time of  
592 Buyer's occupancy, Property shall be free of all debris, refuse, and personal property except for personal property belonging  
593 to current tenants, or sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

594 **DEFAULT** Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and  
595 conditions of this Offer. A material failure to perform any obligation under this Offer is a default that may subject the defaulting  
596 party to liability for damages or other legal remedies.

597 If Buyer defaults, Seller may:

- 598 (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or  
599 (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for actual  
600 damages.

601 If Seller defaults, Buyer may:

- 602 (1) sue for specific performance; or  
603 (2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

604 In addition, the Parties may seek any other remedies available in law or equity. The Parties understand that the availability  
605 of any judicial remedy will depend upon the circumstances of the situation and the discretion of the courts. If either Party  
606 defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution instead of the remedies outlined above.  
607 By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of law those disputes covered by the  
608 arbitration agreement.

609 **NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES**  
610 **SHOULD READ THIS DOCUMENT CAREFULLY. THE FIRM AND ITS AGENTS MAY PROVIDE A GENERAL**  
611 **EXPLANATION OF THE PROVISIONS OF THE OFFER BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR**  
612 **OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OFFER OR HOW TITLE SHOULD BE TAKEN AT**  
613 **CLOSING. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.**

614 **ENTIRE CONTRACT** This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller  
615 regarding the transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds  
616 and inures to the benefit of the Parties to this Offer and their successors in interest.

617 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and persons  
618 registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at <http://www.doc.wi.gov>  
619 or by telephone at (608) 240-5830.

620 **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA)** Section 1445 of the Internal Revenue Code (IRC)  
621 provides that a transferee (Buyer) of a United States real property interest must pay or withhold as a tax up to 15% of the  
622 total "Amount Realized" in the sale if the transferor (Seller) is a "Foreign Person" and no exception from FIRPTA withholding  
623 applies. A "Foreign Person" is a nonresident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign  
624 estate. The "Amount Realized" is the sum of the cash paid, the fair market value of other property transferred, and the  
625 amount of any liability assumed by Buyer.

626 **CAUTION: Under this law if Seller is a Foreign Person, and Buyer does not pay or withhold the tax amount, Buyer**  
627 **may be held directly liable by the U.S. Internal Revenue Service for the unpaid tax and a tax lien may be placed**  
628 **upon the Property.**

629 Seller hereby represents that Seller is a non-Foreign Person, unless (1) Seller represents Seller is a Foreign Person in a  
630 condition report incorporated in this Offer per lines 94-97, or (2) no later than 10 days after acceptance, Seller delivers  
631 notice to Buyer that Seller is a Foreign Person, in which cases the provisions on lines 637-639 apply.

632 **IF SELLER IS A NON-FOREIGN PERSON.** Seller shall, no later than closing, execute and deliver to Buyer, or a qualified  
633 substitute (attorney or title company as stated in IRC § 1445), a sworn certification under penalties of perjury of Seller's  
634 non-foreign status in accordance with IRC § 1445. If Seller fails to timely deliver certification of Seller's non-foreign status,  
635 Buyer shall: (1) withhold the amount required to be withheld pursuant to IRC § 1445; or, (2) declare Seller in default of this  
636 Offer and proceed under lines 601-608.

637 **IF SELLER IS A FOREIGN PERSON.** If Seller has represented that Seller is a Foreign Person, Buyer shall withhold the  
638 amount required to be withheld pursuant to IRC § 1445 at closing unless the Parties have amended this Offer regarding  
639 amounts to be withheld, any withholding exemption to be applied, or other resolution of this provision.

640 **COMPLIANCE WITH FIRPTA.** Buyer and Seller shall complete, execute, and deliver, on or before closing, any instrument,  
641 affidavit, or statement needed to comply with FIRPTA, including withholding forms. If withholding is required under IRC  
642 §1445, and the net proceeds due Seller are not sufficient to satisfy the withholding required in this transaction, Seller shall  
643 deliver to Buyer, at closing, the additional funds necessary to satisfy the applicable withholding requirement. Seller also  
644 shall pay to Buyer an amount not to exceed \$1,000 for actual costs associated with the filing and administration of forms,  
645 affidavits, and certificates necessary for FIRPTA withholding and any withholding agent fees.

646 **Any representations made by Seller with respect to FIRPTA shall survive the closing and delivery of the deed.**  
647 Firms, Agents, and Title Companies are not responsible for determining FIRPTA status or whether any FIRPTA exemption  
648 applies. The Parties are advised to consult with their respective independent legal counsel and tax advisors regarding  
649 FIRPTA.

650 **ADDITIONAL PROVISIONS/CONTINGENCIES** Purchase is contingent upon approval by the Appleton Common Council  
651 and subject to the Appleton Common Council approving an additional twelve (12) month extension to the City's right to  
652 repurchase as set forth in the applicable deed restrictions for the remaining PID 9-5712-40 prior to closing.

653 \_\_\_\_\_  
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664 \_\_\_\_\_

665 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and  
666 written notices to a Party shall be effective only when accomplished by one of the authorized methods specified at lines  
667 668-683.

668 (1) **Personal**: giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at  
669 line 670 or 671.

670 Name of Seller's recipient for delivery, if any: \_\_\_\_\_

671 Name of Buyer's recipient for delivery, if any: \_\_\_\_\_

672  (2) **Fax**: fax transmission of the document or written notice to the following number:

673 Seller: ( \_\_\_\_\_ ) Buyer: ( 920 \_\_\_\_\_ ) 832-5962

674  (3) **Commercial**: depositing the document or written notice, fees prepaid or charged to an account, with a commercial  
675 delivery service, addressed either to the Party, or to the Party's recipient for delivery, for delivery to the Party's address at  
676 line 679 or 680.

677  (4) **U.S. Mail**: depositing the document or written notice, postage prepaid, in the U.S. Mail, addressed either to the  
678 Party, or to the Party's recipient for delivery, for delivery to the Party's address.

679 Address for Seller: \_\_\_\_\_

680 Address for Buyer: \_\_\_\_\_

681  (5) **Email**: electronically transmitting the document or written notice to the email address.

682 Email Address for Seller: \_\_\_\_\_

683 Email Address for Buyer: matthew.rehbein@appleton.org; chris.behrens@appleton.org

684 **PERSONAL DELIVERY/ACTUAL RECEIPT** Personal delivery to, or Actual Receipt by, any named Buyer or Seller  
685 constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.

686  **ADDENDA**: The attached \_\_\_\_\_ is/are made part of this Offer.

687 This Offer was drafted by [Licensee and Firm] \_\_\_\_\_

688 \_\_\_\_\_

689 (x) Kara Homan \_\_\_\_\_ 11/8/2023  
690 Buyer's Signature ▲ Print Name Here ▶ Kara Homan Date ▲

691 (x) \_\_\_\_\_  
692 Buyer's Signature ▲ Print Name Here ▶ \_\_\_\_\_ Date ▲

693 **SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS**  
694 **OFFER SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE**  
695 **PROPERTY ON THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A**  
696 **COPY OF THIS OFFER.**

697 (x) [Signature] \_\_\_\_\_ 11-9-23  
698 Seller's Signature ▲ Print Name Here ▶ Andy Dumke, member of Oshkosh AAP, LLC Date ▲

699 (x) \_\_\_\_\_  
700 Seller's Signature ▲ Print Name Here ▶ \_\_\_\_\_ Date ▲

701 This Offer was presented to Seller by [Licensee and Firm] \_\_\_\_\_  
702 \_\_\_\_\_ on \_\_\_\_\_ at \_\_\_\_\_ a.m./p.m.

703 This Offer is rejected \_\_\_\_\_ This Offer is countered [See attached counter] \_\_\_\_\_  
704 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

**Exhibit A**  
**Vacant Land Offer to Purchase**

**Oshkosh AAP, LLC**

**PARCEL: 31-9-5712-40**

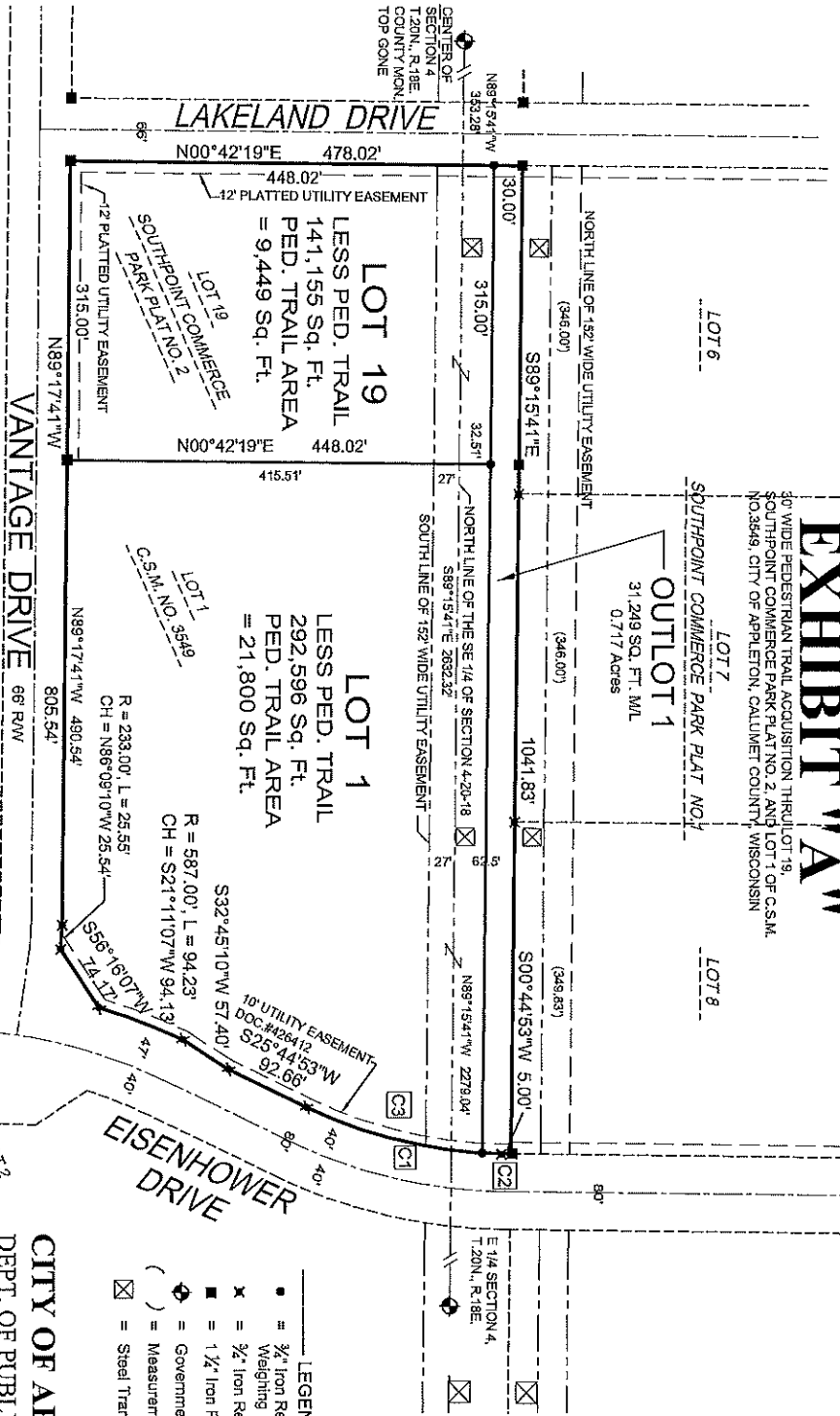
Fee Simple Interest, 21,800 square feet of land:

The North 30 feet of Lot 1 of **Certified Survey Map No. 3549**, recorded as document number 509286, and being located in the South  $\frac{1}{2}$  of the Northeast  $\frac{1}{4}$  of Section 4, Township 20 North, Range 18 East, City of Appleton, Calumet County, Wisconsin.



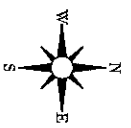
# EXHIBIT "A"

30' WIDE PEDESTRIAN TRAIL ACQUISITION THROUGH LOT 19, SOUTHPOINT COMMERCIAL PARK PLAT NO. 2, AND LOT 1 OF C.S.M. NO. 3949, CITY OF APPLETON, CALUMET COUNTY, WISCONSIN



- NOTES:
1. TYPICAL BUILDING SETBACK IS 4 FT. AT FRONT, 20 FT. SIDE AND REAR (OR REAR YARD AND SIDE YARD IF ABUTTING A RESIDENTIALLY ZONED DISTRICT).
  2. THIS CERTIFIED SURVEY MAP DOES NOT TRANSFER INTEREST IN REAL PROPERTY, TRANSFER OF INTEREST IN REAL PROPERTY REQUIRES A DEED.

CURVE	RADIUS	LENGTH	LC	LSB
C1-1681	500.00'	218.17'	218.44'	513.14 S33°W
C2-Outlet 1	500.00'	25.01'	25.01'	502.10 S2°W
C3-Lot 1	500.00'	193.16'	191.96'	514.40 S2°W



BEARINGS ARE REFERENCED TO SOUTHPOINT COMMERCIAL PARK NO. 2, WHICH IS REFERENCED TO THE WISCONSIN COUNTY COORDINATE SYSTEM, CALUMET COUNTY.

- LEGEND
- = 3/4" Iron Rebar, 24" long, Weighing 1.5 lbs./ft. Set
  - ✕ = 1/2" Iron Rebar Found
  - = 1 1/2" Iron Rebar Found
  - ◊ = Government Corner
  - ( ) = Measurements of Record
  - ⊠ = Steel Transmission Tower

**CITY OF APPLETON**  
 DEPT. OF PUBLIC WORKS  
 ENGINEERING DIVISION  
 100 NORTH APPLETON STREET  
 APPLETON, WI 54911  
 920-832-6474  
 DRAFTED BY: T. KROMM  
 CloudAcad/CSM2023/Southpoint/Southpoint  
 Lot\_19\_Exhibit\_A\_0815\_2023



# MEMORANDUM

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TO: Community and Economic Development Committee (CEDC)

FROM: Matt Rehbein, Economic Development Specialist

DATE: December 13, 2023

RE: Request Approval to Extend Purchase Date per the Development Agreement Between the City of Appleton and Merge, LLC in TIF #11

---

The Appleton City Council approved a Development Agreement (DA) with Merge, LLC (Developer) in January 2022 and amended February 3, 2023 for development of a site at the southeast corner of Washington Street and Appleton Street (the Blue Ramp Site). This is the second phase of Merge's development, with the first nearly complete immediately east of the subject site at 115 E. Washington Street. Phase I construction was delayed due to changing environments of interest rates, supply chain challenges, and labor shortages.

Per the existing Development Agreement, Merge was to acquire the Former Blue Ramp Site from the City by September 29, 2023. We have received a request from Merge to extend this date to July 31, 2024. As part of due diligence, Merge discovered previously unknown environmental contamination and an old building foundation, thereby adding cost to the project. Additionally, the interest rate environment has changed, making the extended timeline more feasible. Extending the timeline will allow Merge to align construction with Phase I completion and allow time for significant pre-construction investment and coordination among architects and contractors as well.

This proposed extension only extends the timeline for purchase of the property to ensure it remains under contract. A future amendment to the DA is anticipated closer to closing to reflect then current interest rates and construction costs currently unknown.

## **Staff Recommendation:**

An extension of the purchase date from September 29, 2023 to July 31, 2024 under the Development Agreement between the City of Appleton and Merge, LLC for Tax Id #31-2-0272-00 **BE APPROVED.**

Matt Rehbein  
City of Appleton Community & Economic Development  
100 N. Appleton Street  
Appleton, WI 54911

RE: Blue Ramp Development Agreement Extension

This letter serves as a formal request by Merge LLC to extend the land purchase date to July 31st, 2024. Merge LLC agrees, upon Council approval, to the above stated extension with the understanding that the current, executed development agreement will be amended at a later date to reflect accordingly.

Thank you,

Brent Dahlstrom  
CEO & Managing Partner  
Merge Urban Development

# AMENDMENT TO TAX INCREMENT DISTRICT NO. 11 DEVELOPMENT AGREEMENT

## I. THE PARTIES

- 1.01 City of Appleton, a Wisconsin municipal corporation, doing business at 100 North Appleton Street, Appleton, WI 54911-4799 ("City").
- 1.02 Merge, LLC, an Iowa Limited Liability Company, maintaining offices at 25 West Main Street, Suite 500, Madison, WI 53718 ("Developer").

## II. THE RECITALS

- 2.01 The Parties entered into a development agreement on February 16, 2022 and recorded by the Outagamie County Register of Deeds on February 25, 2022 as Document No. 2262708 ("Agreement").
- 2.02 Paragraph 1.1 of the Agreement stated that Developer shall purchase the property within one year of execution of the agreement, making the purchase by date February 16, 2023.
- 2.03 Developer has requested that the purchase by date be extended to September 29, 2023 which will allow Merge to align construction with Phase 1 completion and allow time for significant pre-construction investment and coordination among architects and contractors.

## III. THE AGREEMENT

### ***NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:***

The Recitals are hereby made a part of the Agreement.

- 3.01 That Paragraph 1.1 now read as follows:

Developer shall purchase the property for \$590,000 from the City on or before September 29, 2023. Said sale of Property to Developer is contingent upon Developer fulfilling the terms and conditions of this Agreement and the City shall retain a right to repurchase the Property as more particularly set forth in Article IV.

- 3.02 Except as expressly set forth in this Amendment, all terms and conditions of the Development Agreement remain in full force and effect.

IV. MISCELLANEOUS

- 4.01 In the event that any part of this Amendment is found to be illegal, that part shall be stricken, and the Amendment interpreted as if that part did not exist.
- 4.02 This Amendment may be executed in counterparts, either by original signature or verified electronic signature, each of which shall be deemed an original, but such counterparts shall together constitute but one and the same agreement. The headings in this Agreement are inserted for convenience of reference only and shall not constitute a part hereof.
- 4.03 This Agreement may be supplemented or amended only by written instrument executed by the parties affected by such supplement or amendment.

**IN WITNESS WHEREOF**, the parties have caused the forgoing instrument to be executed on the day and year of the last signature below.

Merge LLC

By: [Signature]  
Brent Dahlstrom, Manager

STATE OF Iowa )  
 : ss.  
Black Hawk COUNTY )

Personally came, before me this 23<sup>rd</sup> day of January, 2023, Brent Dahlstrom, Member of the LLC, to me known to be the persons who executed the foregoing instrument and acknowledged the same in the capacity and for the purposes therein intended.



[Signature]  
Printed Name: Jill Kraayenbrink  
Notary Public, State of Iowa  
My commission is/expires: July 29, 2025

SIGNATURES CONTINUE ON THE FOLLOWING PAGE

City of Appleton:

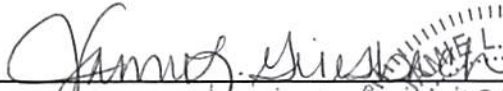

By:   
Jacob A. Woodford, Mayor


ATTEST:

By:   
Kami L. Lynch, City Clerk

STATE OF WISCONSIN        )  
  : ss.  
OUTAGAMIE COUNTY        )

Personally came before me this 3 day of February, 2023, Jacob A. Woodford, Mayor and Kami L. Lynch, City Clerk, of the City of Appleton respectively, to me known to be the persons who executed the foregoing instrument and acknowledged the same in the capacity and for the purposes therein intended.

  
Printed Name: Jamie L. Griesbach  
Notary Public, State of Wisconsin  
My commission expires: FEB 25 2025  


**APPROVED AS TO FORM:**  
  
\_\_\_\_\_  
Christopher R. Behrens, City Attorney  
Revised: January 19, 2023  
CityLaw: A21-0871

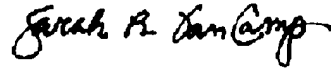
## LEGAL DESCRIPTION OF THE PROPERTY

**PARCEL: Part of 31-2-0272-01, part of 31-2-0272-00 and all of 31-2-0272-02  
Doc. #876209, #2147310 and #2150911, less proposed right-of-way**

Part of Lot 1 and all of Lot 2 of Certified Survey Map No. 2447, all of Lot 3 and part of Lot 1 and 2, in Block 27, SECOND WARD PLAT (aka APPLETON PLAT), according to the recorded Assessor's Map of the City of Appleton, located in and being a part of the Northeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 26, Township 21 North, Range 17 East, City of Appleton, Outagamie County, Wisconsin, containing 0.836 Acres (36,429 sq. ft.) of land and being described by:  
Commencing at the Northeast corner of said Block 27 and being the point of beginning;  
Thence South  $00^{\circ}03'28''$  East 152.34 feet along the East line of Block 27 and being coincident with the West line of Oneida Street to the North line of City Center Street;  
Thence South  $89^{\circ}53'26''$  West 185.69 feet along the South line of Lots 2 and 3 of said Block 27; and being coincident with the North line of City Center Street;  
Thence North  $00^{\circ}06'37''$  West 65.22 feet;  
Thence South  $89^{\circ}52'45''$  West 99.07 feet to the West line of Lot 1 of said Block 27;  
Thence North  $39^{\circ}26'31''$  East 4.05 feet;  
Thence Northeasterly 10.34 feet along the arc or a curve to the left having a radius of 15.00 feet and the chord of which bears North  $19^{\circ}41'32''$  East 10.14 feet;  
Thence North  $00^{\circ}03'28''$  West 74.48 feet to the South line of Washington Street;  
Thence North  $89^{\circ}53'26''$  East 278.82 feet along the South line of Washington Street and being coincident with the North line of Lot 1 and 2 of said Certified Survey Map No. 2447 to the point of beginning.

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

Document #: **2262708**  
Date: **02-25-2022** Time: **9:55 AM**  
Pages: **18** Fee: **\$30.00**  
County: **OUTAGAMIE COUNTY** State: **WI**



**SARAH R VAN CAMP, REGISTER OF DEEDS**  
Return via **MAIL (REGULAR)**  
**APPLETON, CITY OF**

Record and return to:  
City of Appleton – City Attorney’s Office  
100 North Appleton Street  
Appleton, WI 54911-4799



Tax Key Nos. 31-2-0272-01, 31-2-0272-00,  
31-2-0272-02

ENVELOPE



TAX INCREMENT DISTRICT NO. 11  
DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the "Agreement") is dated as of the 16 day of February, 2022, by and among Merge LLC, an Iowa limited liability company ("Developer") and the City of Appleton, a Wisconsin municipal corporation (the "City").

RECITALS

Developer and the City acknowledge the following:

A. Developer owns or will acquire the real property located on the southeast corner of East Washington Street and North Appleton Street, (Parcel 31-2-0272-00, 31-2-0272-01, 31-2-0272-02) Appleton, WI more particularly described in Exhibit A, attached hereto (hereafter the "Property").

B. The Property is located within the City in Tax Increment District #11 (the "District") which was created in 2017 pursuant to Section 66.1105, Wis. Stats. along with a plan for the redevelopment of the District (the "District Plan") that provides for, among other things, the financial assistance set forth in this Agreement.

C. Subject to obtaining the financial assistance set forth herein, Developer has proposed improvements to the Property to create a five story, mixed-use development that includes a mix of residential unit styles on floors 2-5 with the ground floor containing retail and micro-retail space as well as common space for residential and commercial tenants (the "Project"). All references to the Project include the Property.

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

E. Subject to obtaining financial assistance as set forth herein, Developer intends to undertake a redevelopment of the property that will increase the value of the Property and provide other tangible benefits to the surrounding neighborhoods and to the City as a whole, consistent with the District Plan. The City finds that this redevelopment of the Property and the fulfillment, generally, of the terms and conditions of this Agreement are in the vital and best interests of the City and its residents and serves a public purpose in accordance with state and local law.

F. The City, pursuant to Common Council Action dated January 19, 2022 has approved this Agreement and authorized the execution of this Agreement by the proper City officers on the City's behalf.

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

H. The base value of the Property for purposes of this Agreement, including calculating increment generated by the Project, is Zero Dollars (\$0). The Developer estimates the project will create up to an additional Twelve Million Dollars (\$12,000,000) in incremental value.

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

## **AGREEMENT**

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

### **ARTICLE I UNDERTAKINGS OF THE DEVELOPER**

1.1 Developer shall purchase the property for \$590,000 from the City within one year of execution of this agreement. Said sale of Property to Developer is contingent upon Developer fulfilling the terms and conditions of this Agreement and the City shall retain a right to repurchase the Property as more particularly set forth in Article IV.

1.2 Developer's Project is the second of two phases, is currently known as "URBANE" and shall include improvements to, and development of, the Property as set forth in Exhibit B that will result in an increase in the Property's assessed value. All aspects of the Project shall be in accordance with all applicable City zoning and building codes, ordinances and regulations.

1.3 Project Costs shall include, without limitation, costs incurred after approval of this agreement for the construction of improvements (including infrastructure improvements), environmental remediation costs, demolition, interior remodeling and development of the project.

1.4 Developer warrants and represents to the City that but for the assistance provided by the City under Article II, herein, Developer would not be able to proceed with the Project.

1.5 Developer and City acknowledge that several of the specific undertakings of the parties may require approvals from directors, boards or the City Council as applicable. The parties' agreements are conditioned upon the obtaining of all such approvals in the manner required by law. The parties cannot assure that all such approvals will be obtained; however, they agree to use their best good faith efforts to obtain them on a timely basis.

### **ARTICLE II UNDERTAKINGS OF THE CITY**

2.1 The City shall appropriate sufficient funds for the performance of the City's obligations under this Agreement.

2.2 City shall cooperate with Developer throughout the Project and shall promptly review and/or process all submissions and applications in accordance with applicable City ordinances. In addition, the City agrees to work collaboratively with Developer in Developer's pursuit of various grant or similar funding opportunities.

2.3 Subject to all of the terms, covenants and conditions of this Agreement and applicable provisions of law, and as an inducement by the City to Developer to carry out the Project, upon completion of the Project (which shall be defined as issuance of occupancy permits for all floors of the Project (hereafter "completion")) the City will provide payments to Developer solely from the future Tax Increments (derived from both real and personal property) to assist with Developer's Project Costs. The City's total payment of Tax Increment Revenue to the Developer shall not exceed the lesser of i) \$2,160,000 or ii) Eighteen percent (18%) of the Tax Increment Value as of January 1, 2025, plus interest thereon (the "Contribution").

The Contribution will be paid to Developer as follows:

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

2.3.2 The first payment shall be made on August 15 of the year immediately after the Project's completion. This first payment shall be based on the Property's assessed value on January 1 of the year of completion. Thereafter payments under this Agreement shall be due in annual installments, on August 15, for a period of time described in Sec. 4.3.

2.3.3 Interest on the Contribution shall begin to accrue upon completion of the Project. The interest rate on the Contribution shall be lesser of 1) the interest rate paid by the Developer to the primary lender for the Project, as evidenced by the note indicating the loan amount; or, 2) four percent (4%).

2.3.4 The Contribution shall be a special and limited obligation of the City and not a general obligation. Payments shall first apply to accrued interest and then to the principal balance of the Contribution. Unpaid interest in any year shall be added to the principal balance of the Contribution and accrue interest. The City may prepay the Contribution, in its sole discretion, at any time, with no prepayment penalty.

2.4 This Agreement fully evidences the City's obligation to pay the Contribution. No separate instrument will be prepared to evidence the City's obligation to pay the Contribution. The Contribution shall not be included in the computation of the City's statutory debt limitation because the Contribution is limited and conditional and no taxes will be levied or pledged for its payment. Nothing in this Agreement shall be deemed to change the nature of the City's obligation from a limited and conditional obligation to a general obligation.

2.5 The City covenants to Developer that until the Contribution plus interest thereon has been paid in full, the City shall not close the District prior to its statutory expiration date.

2.6 The City shall, upon Developer's request, provide to Developer an accounting of the status of the District including, but not limited to, the outstanding principal balance of the Contribution and annual Tax Increments received from the District.

2.7 Developer hereby acknowledges that, as a result of the special and limited nature of the City's obligation to pay the Contribution, Developer's recovery of the full amount of the Contribution depends on factors including, but not limited to, future mill rates, changes in the assessed value of the Property, the failure of the Property to generate the Tax Increments at the

rate expected by Developer, reduction in Tax Increments caused by revenue-sharing, changes in the Tax Increment Law, and other factors beyond the City's and/or Developer's control.

### ARTICLE III PAYMENT OF TAXES

3.1 As long as the District is in existence, the Property and all buildings and improvements thereon shall be owned and taxable for real estate tax and special assessment purposes. The City may waive any or all of the restrictions upon execution of a payment in lieu of taxes (PILOT) agreement on a form, and with terms, acceptable to the City.

3.2 Throughout the duration of this agreement, all ad valorem property taxes properly assessed against the Property will be paid timely and in full.

3.3 In the event that any property owned by Developer within the District becomes exempt from ad valorem property taxes during the life of the District, then for the remaining life of the District, the Developer will make (or cause to be made) annual payments in lieu of taxes in amounts equal to what the ad valorem property taxes would have been for such other property had it not been exempt. If the Developer conveys the Property within the District to any party (related or unrelated), the terms of such sale shall impose as a covenant upon all successor owners of the property the foregoing obligation for payments in lieu of taxes during the life of the District. The City shall be a beneficiary of such covenant and entitled to enforce same against the successor owners.

### ARTICLE IV CONDITIONS TO PAYMENT; REPURCHASE OF PROPERTY; TERMINATION OF AGREEMENT

4.1 The City shall have no obligation to pay any portion of the Contribution to Developer unless and until all of the following conditions shall have been met:

4.1.1 The Project's completion on or before January 1, 2025.

4.1.2 The Property's assessed value is no less than Twelve Million Dollars (\$12,000,000) on or before January 1, 2025.

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

4.2 The City was induced to sell the real property described in Exhibit A to Developer based on Developer's proposed Project and construction of the same according to the terms of this Agreement. As such, the City shall retain and the Developer shall grant the City a right to repurchase the real property (hereafter "repurchase options"). This repurchase option shall be subject to the following:

4.2.1 The City's repurchase right shall terminate upon Developer obtaining approved buildings plans and a building permit for improvements to the real property consistent with the Project as described in this Agreement, and, commencement of the Project's construction.

4.2.2 The City shall refrain from executing the repurchase right if Developer is making reasonable timely progress toward commencement of the Project's construction in accordance with the terms of the Agreement.

4.2.3 The City shall provide Developer thirty (30) day's written notice of its intent to repurchase the Property unless Developer waives said notice. Thereafter Developer shall execute all necessary documents and transfer the Property's unencumbered title to the City. In exchange, the City shall pay Developer \$590,000 (or the actual amount paid by Developer to the City) less \$1,000 per calendar month calculated from the first day of the month after this Agreement is executed through the date of sale. The City and Developer agree that each will act in good faith to facilitate a timely repurchase if the City exercises its repurchase right.

4.3 This Agreement, and the City's obligation to make, or continue, any payments of the Contribution, shall terminate when any of the following shall have occurred:

4.3.1 The conditions in Section 4.1 are not met.

4.3.2 The Contribution is paid in full or August 15, 2039, whichever occurs first.

#### ARTICLE V CONFLICT OF INTEREST

5.1 No member, officer or employee of the City, during his/her tenure or for one year thereafter, will have or shall have had any interest, direct or indirect, in this Agreement or any proceeds thereof.

#### ARTICLE VI WRITTEN NOTICES

6.1 Any written notice required under this Agreement shall be sent to the following individuals:

FOR THE CITY:

City of Appleton  
Community and Economic Development Department  
100 North Appleton Street  
Appleton, WI 54911-4799  
Attn: Director

With a copy to:

City of Appleton  
City Attorney's Office  
100 North Appleton Street  
Appleton, WI 54911-4799  
Attn: City Attorney

FOR DEVELOPER:

Merge LLC  
25 West Main Street, Suite 500  
Madison, WI 53718  
Email: [info@mergeurbandevlopment.com](mailto:info@mergeurbandevlopment.com)

With a copy to:

Squire Patton & Boggs  
Attn: Steven F. Mount  
41 South High Street, Suite 2000  
Columbus, OH 43215  
Email: [steven.mount@squirepb.com](mailto:steven.mount@squirepb.com)

#### ARTICLE VII ASSIGNMENT

7.1 Terms of this Agreement are not transferrable or assignable. No party to this Agreement may assign any of its interest or obligations hereunder without first obtaining the written consent of all other parties.

#### ARTICLE VIII NO PARTNERSHIP OR VENTURE

8.1 Developer and its contractors or subcontractors shall be solely responsible for the completion of the Project. Nothing contained in this Agreement shall create or effect any partnership, venture or relationship between the City and Developer or any contractor or subcontractor employed by Developer in the construction of the Project.

#### ARTICLE IX MISCELLANEOUS

9.1 Under no circumstances shall any officer, official, director, member, manager, commissioner, agent, or employee of City or Developer have any personal liability arising out of this Agreement, and no party shall seek or claim any such personal liability.

9.2 The laws of the State of Wisconsin shall govern this Agreement.

9.3 This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument.

9.4 No modification, alteration, or amendment of this Agreement shall be binding upon any party until such modification, alteration, or amendment is reduced to writing and executed by all parties to this Agreement.

9.5 Any captions or headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any of the provisions of this Agreement.

9.6 If any provisions of this Agreement shall be held or deemed to be inoperative or unenforceable as applied in any particular case in any jurisdiction because it conflicts with any other provision or provisions of this Agreement or any constitution or statute or rule of public policy, or for any other reason, then such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. To the maximum extent possible, this Agreement shall be construed in a manner consistent with the powers of the City, including but not limited to, the City's powers under the Blight Elimination and Slum Clearance Law and the Tax Increment Law, to achieve its intended purpose. Reference is made to Section 66.1333(17) of the Wisconsin Statutes and Chapter 105, Laws of 1975 § 4, which provide that the Blight Elimination and Slum Clearance Law and the Tax Increment Law should be construed liberally to effectuate their purposes.

[Signatures on following pages]

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

CITY OF APPLETON:

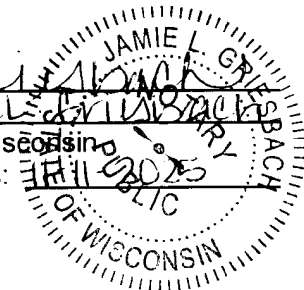
By: [Signature]  
Jacob A. Woodford, Mayor

ATTEST:

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

STATE OF WISCONSIN     )  
  : ss.  
OUTAGAMIE COUNTY     )

Personally came before me this 16 day of February, 2022, Jacob A. Woodford, Mayor and Kami L. Lynch, City Clerk, of the City of Appleton respectively, to me known to be the persons who executed the foregoing instrument and acknowledged the same in the capacity and for the purposes therein intended.

[Signature]  
Printed Name: JAMIE L. GRUBBACH  
Notary Public, State of Wisconsin  
My commission expires: FEB 11 2025  


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

[Signature]  
Anthony Saucerman, Finance Director

**APPROVED AS TO FORM:**

[Signature]  
Christopher R. Behrens, City Attorney  
Dated: January 5, 2022  
By: Amanda K. Abshire  
City Law A21-0871



DEVELOPER:

Merge LLC

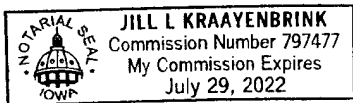
By: [Signature]  
Printed Name: Brent Dahlstrom  
Title: manager

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF Iowa )  
: ss.  
Black Hawk COUNTY )

Personally came, before me this 9th day of February, 2022,  
Brent Dahlstrom, \_\_\_\_\_, \_\_\_\_\_ each  
a member of the LLC, to me known to be the persons who executed the foregoing instrument and  
acknowledged the same in the capacity and for the purposes therein intended.



[Signature]  
Printed Name: Jill Kraayenbrink  
Notary Public, State of Iowa  
My commission is/expires: July 29, 2022

## SCHEDULE OF EXHIBITS

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

## EXHIBIT A

### LEGAL DESCRIPTION OF THE PROPERTY

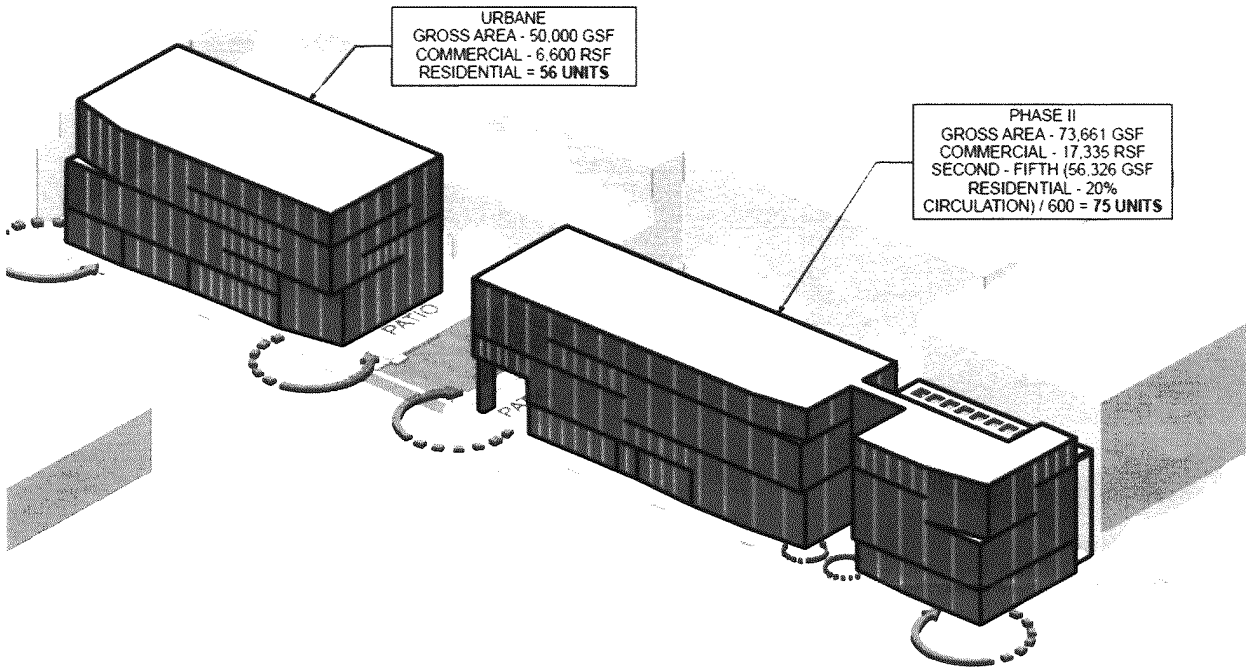
**PARCEL: Part of 31-2-0272-01, part of 31-2-0272-00 and all of 31-2-0272-02  
Doc. #876209, #2147310 and #2150911, less proposed right-of-way**

Part of Lot 1 and all of Lot 2 of Certified Survey Map No. 2447, all of Lot 3 and part of Lot 1 and 2, in Block 27, SECOND WARD PLAT (aka APPLETON PLAT), according to the recorded Assessor's Map of the City of Appleton, located in and being a part of the Northeast ¼ of the Southwest ¼ of Section 26, Township 21 North, Range 17 East, City of Appleton, Outagamie County, Wisconsin, containing 0.836 Acres (36,429 sq. ft.) of land and being described by:  
Commencing at the Northeast corner of said Block 27 and being the point of beginning;  
Thence South 00°03'28" East 152.34 feet along the East line of Block 27 and being coincident with the West line of Oneida Street to the North line of City Center Street;  
Thence South 89°53'26" West 185.69 feet along the South line of Lots 2 and 3 of said Block 27; and being coincident with the North line of City Center Street;  
Thence North 00°06'37" West 65.22 feet;  
Thence South 89°52'45" West 99.07 feet to the West line of Lot 1 of said Block 27;  
Thence North 39°26'31" East 4.05 feet;  
Thence Northeasterly 10.34 feet along the arc or a curve to the left having a radius of 15.00 feet and the chord of which bears North 19°41'32" East 10.14 feet;  
Thence North 00°03'28" West 74.48 feet to the South line of Washington Street;  
Thence North 89°53'26" East 278.82 feet along the South line of Washington Street and being coincident with the North line of Lot 1 and 2 of said Certified Survey Map No. 2447 to the point of beginning.

**EXHIBIT B**

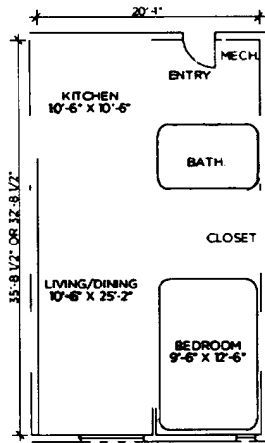
**PROPOSED IMPROVEMENTS**

**(Copy of Plans/Design docs follow)**

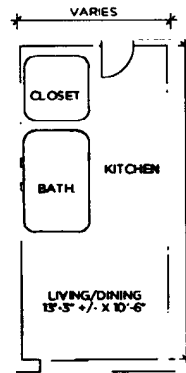


- Walk-in closet
- Full kitchen
- Washer + dryer
- Bedroom with natural lighting
- Living and dining space

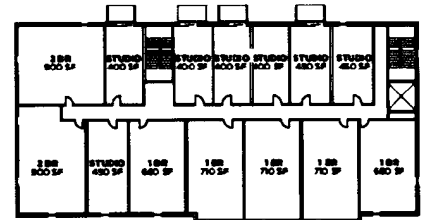
- Living room and dining area
- Built-in Murphy bed and sofa
- Ample cook and prep areas
- Built-in media center and desk work surface
- Dedicated laundry and closet space



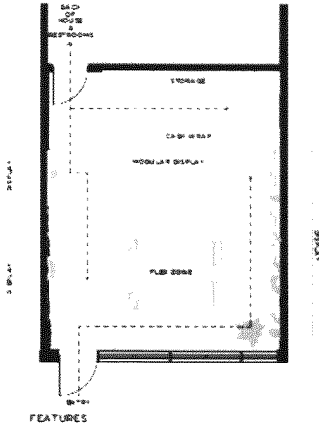
1 BEDROOM TYPICAL PLAN  
1/8" = 1' 0"



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



LEVEL 2-5 TYPICAL PLAN  
1/32" = 1' 0"





ONITSHOT



MERGE

2020 09 25





ONITSHOT



MERGE

2020 03 25



# MEMORANDUM

---

TO: Community and Economic Development Committee (CEDC)

FROM: Matt Rehbein, Economic Development Specialist

DATE: December 13, 2023

RE: Request from Fox Commons Properties, LLC for “No Build” Easement on Former Blue Ramp Site - Tax Id #31-2-0272-00

---

Fox Commons Properties, LLC is in the process of redeveloping City Center Plaza as outlined under a Development Agreement dated July 10, 2023. In the course of permitting for same, they have identified a need for a 5-foot separation to allow for windows on the northern portion of the building. To accomplish this, Fox Commons Properties, LLC has requested a “no build” easement on the adjacent parcel (Tax Id #31-2-0272-00, a/k/a Former Blue Ramp Site) as shown on the attached sketch.

The Former Blue Ramp Site is owned by the City of Appleton and is subject to a Development Agreement between the City of Appleton and Merge, LLC. The City asked Merge and Fox Commons Properties, LLC to communicate directly to provide for the continued development of City Center Plaza and renders a developable Blue Ramp site remaining.

An impact amount of \$40,000.00 was agreed upon by Merge and Fox Commons Properties, LLC. It is anticipated this amount will be collected by the City at time of signing the requested easement. At the time of Merge closing on the sale of the Former Blue Ramp Site parcel, they will receive a credit for the same amount (to be memorialized in a future Amendment to the Merge Development Agreement).

**Staff Recommendation:**

The “no build” easement on Tax Id #31-2-0272-00 be signed by the City upon receipt of \$40,000.00 from Fox Commons Properties, LLC **BE APPROVED.**

December 6, 2023

City of Appleton  
100 N. Appleton Street  
Appleton, WI 54911

Re: **Consideration for No Build Easement**

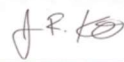
Dear Sir/Madam:

Merge Urban Development Group or an affiliate thereof ("Merge") has entered into a Purchase Agreement with the City of Appleton (the "City") for that certain tract of land generally known as Parcel 312027200 and as more particularly described in said Purchase Agreement (the "Property"). Fox Common Properties, LLC, or its assigns ("Fox Commons"), is the owner of an adjoining parcel. Fox Commons has requested a no build easement on and over a certain portion of the Property as more particularly described in the draft No Build Easement attached hereto (as may be subsequently revised, the "Easement").


As consideration for Merge granting the Easement to Fox Commons, Fox Commons has agreed to pay the City \$40,000.00 upon the full execution and recording of the Easement.

Very truly yours,

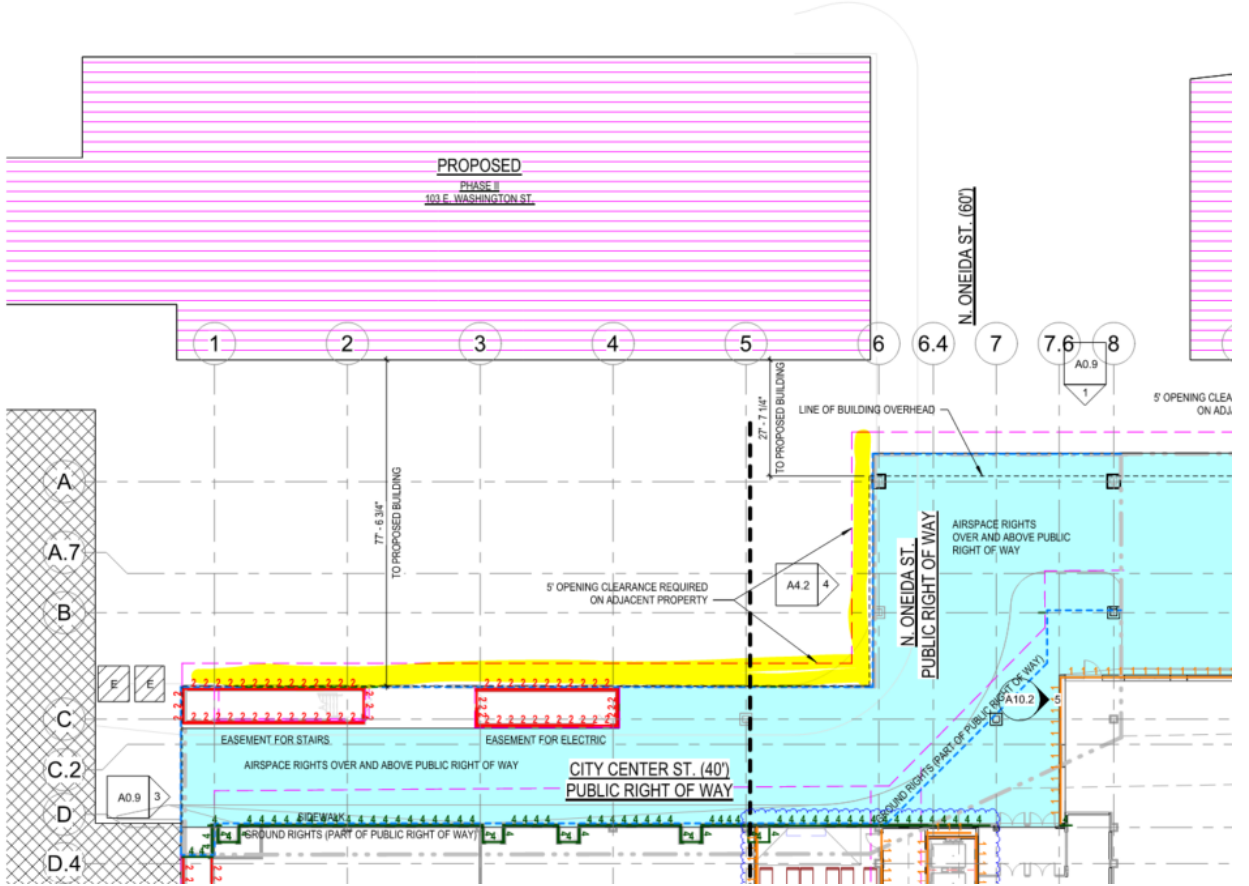
FOX COMMONS  
Fox Commons Properties, LLC

By:   
Name: James R. Kleinfeldt  
Title: Manager

MERGE  
Merge Urban Development Group

By:   
Name: Brent Dahlstrom  
Title: manager

PROPOSED EASEMENT AREA



**NO BUILD  
EASEMENT AGREEMENT**

Document Title

Recording Area

This Document was drafted by and after  
recording return to:

Michael Best & Friedrich LLP  
1 S. Pinckney Street, Suite 700  
Madison, WI 53703  
Attn: Kevin A. Martin

PINs: See Exhibit A and Exhibit B

## **NO BUILD EASEMENT AGREEMENT**

THIS NO BUILD EASEMENT AGREEMENT (“Agreement”) is dated as of the \_\_\_ day of \_\_\_\_\_, 2023 (“Effective Date”), by and between the City of Appleton, a Wisconsin municipal corporation (“Grantor”), and the Fox Commons Condominium Association, Inc., a Wisconsin nonstock corporation (“Grantee”).

### **RECITALS**

A. Grantor is the owner of certain real property located in the City of Appleton, County of Outagamie, Wisconsin, legally described on Exhibit A attached hereto (“Parcel 1”).

B. Grantee is the governing association for the Fox Commons Condominium (the “Condominium”), created under the Condominium Ownership Act of the State of Wisconsin pursuant to that certain Declaration of Condominium for Fox Commons Condominium recorded in the office of the Register of Deeds of Outagamie County on August 15, 2023, as Document Number 2297870 and the Fox Commons Condominium Plat recorded in the office of the Register of Deeds of Outagamie County on August 15, 2023, as Document Number 2297871, with respect to the land and buildings located in the City of Appleton, County of Outagamie, Wisconsin legally described on Exhibit B attached hereto (“Parcel 2”).

C. Grantee and/or certain owners of units within the Condominium desire to rehabilitate and repurpose the building located on Parcel 2 (the "Building").

D. Grantee has requested a no build easement on and over a certain portion of Parcel 1, as legally described and depicted on Exhibit C attached hereto (the “Easement Area”), in order to satisfy building code requirements applicable to the north and west-facing walls of the Building.

E. Grantor is willing to grant the requested easement so as to permit the rehabilitation, operation, maintenance, and reconstruction of the Building on Parcel 2, subject to the terms and conditions set forth herein.

### **AGREEMENT**

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantee hereby agree as follows: Grantor hereby declares, conveys, and grants the following described Easement to the Grantee, and the Grantee hereby accepts such Easement from the Grantor, as follows:

1. Grant of Easement. Grantor hereby declares, establishes, grants, and conveys for the benefit of, and deemed appurtenant to, Parcel 2, a perpetual, negative easement prohibiting the construction of any new or additional above-ground structures, including, but not limited to, a dumpster enclosure, garage, shed, fence, or any other above-ground building or structures within the Easement Area (the “Easement”). The Easement shall be perpetual.

2. Binding Effect. This Agreement and the terms, conditions, restrictions, covenants, and agreements set forth herein, including the benefits and burdens, shall run with the land, and shall be binding upon and inure to the benefit of the owners or governing associations, as applicable, of Parcel 1 and Parcel 2. The Easement granted hereunder is an easement appurtenant to Parcel 2 and may not be assigned, transferred or conveyed separately from, or severed from, the title to Parcel 2.

3. Amendment or Termination. This Agreement may only be amended or terminated by the recording of a written instrument in the Office of the Register of Deeds of Outagamie County, Wisconsin, executed by or on behalf of the owners or governing associations, as applicable, of Parcel 1 and Parcel 2.

4. Governing Law. This Agreement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.

5. Invalidity. If any term or condition of this Agreement, or the application of this Agreement to any person or circumstance, shall be deemed invalid or unenforceable, the remainder of this Agreement, or the application of the term or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law.

6. Waiver. No delay or omission by any party in exercising any right or power arising out of any default under any of the terms or conditions of this Agreement shall be construed to be a waiver of the right or power. A waiver by a party of any of the obligations of the other party shall not be construed to be a waiver of any breach of any other terms or conditions of this Agreement.

7. Enforcement. Grantee, or its successors or assigns, shall have the right to enforce the provisions hereof by proceedings at law or in equity against any person or persons violating or attempting to violate any provision of the Agreement, either to restrain or cure the violation or to recover damages, or both. If any suit or action is brought to enforce the provisions of this Agreement, the party who prevails in such action or suit shall be entitled to recover its court costs and reasonable attorneys' fees from the other party.

8. No Merger. This Agreement shall not be extinguished by reason of the fact that any interest in Parcel 1 may be held directly or indirectly by or for the account of any person who shall hold directly or indirectly any interest in all or any portion of Parcel 2; and no merger shall occur unless and until each and every owner of Parcel 1 and Parcel 2 shall execute a written instrument effecting a merger, which instrument shall be recorded in the Office of the Register of Deeds of Outagamie County, Wisconsin.

9. No Public Dedication. Nothing in this Agreement shall be deemed a gift or dedication of any portion of the Easement Area to the general public or for any public purpose whatsoever.

10. Notices. All notices under this Agreement shall be delivered in person or sent by certified mail, postage prepaid, return receipt requested, to the other party or parties at its or their last known address. If a party's address is not known to the party desiring to send a notice, the party sending the notice may use the address to which the other party's property tax bills, if any, are sent. Any party may change its address for notice by providing written notice to the other party.

Exhibits:

- Exhibit A - Legal Description of Parcel 1
- Exhibit B - Legal Description of Parcel 2
- Exhibit C - [Legal Description and](#) Depiction of Easement Area

*[Remainder of Page Intentionally Left Blank – Signature Pages Follow]*









**EXHIBIT A**

**Legal Description of Parcel 1**

~~{To be added.}~~

Lot 1 of Certified Survey Map No. 8298, being part of the Northeast 1/4 of the Southwest 1/4 of Section 26, Township 21 North, Range 17 East, City of Appleton, Outagamie County, Wisconsin.

Tax Parcel Number: 312027200

**EXHIBIT B**

**Legal Description of Parcel 2**

Units 1 and 2 and so much of the undivided interest in the common areas and facilities appurtenant to such Units in the percentage specified and established in the hereinafter-mentioned Declaration, in a Condominium commonly known as FOX COMMONS CONDOMINIUM, created under the Condominium Ownership Act of the State of Wisconsin by Declaration of Condominium for Fox Commons Condominium recorded on August 15, 2023, in the office of the Register of Deeds for Outagamie County, Wisconsin, as Document No. 2297870. Said condominium being located in the City of Appleton, Outagamie County, Wisconsin on the real estate described in said Declaration and incorporated herein by this reference thereto.

Tax Parcel Number: 312029001

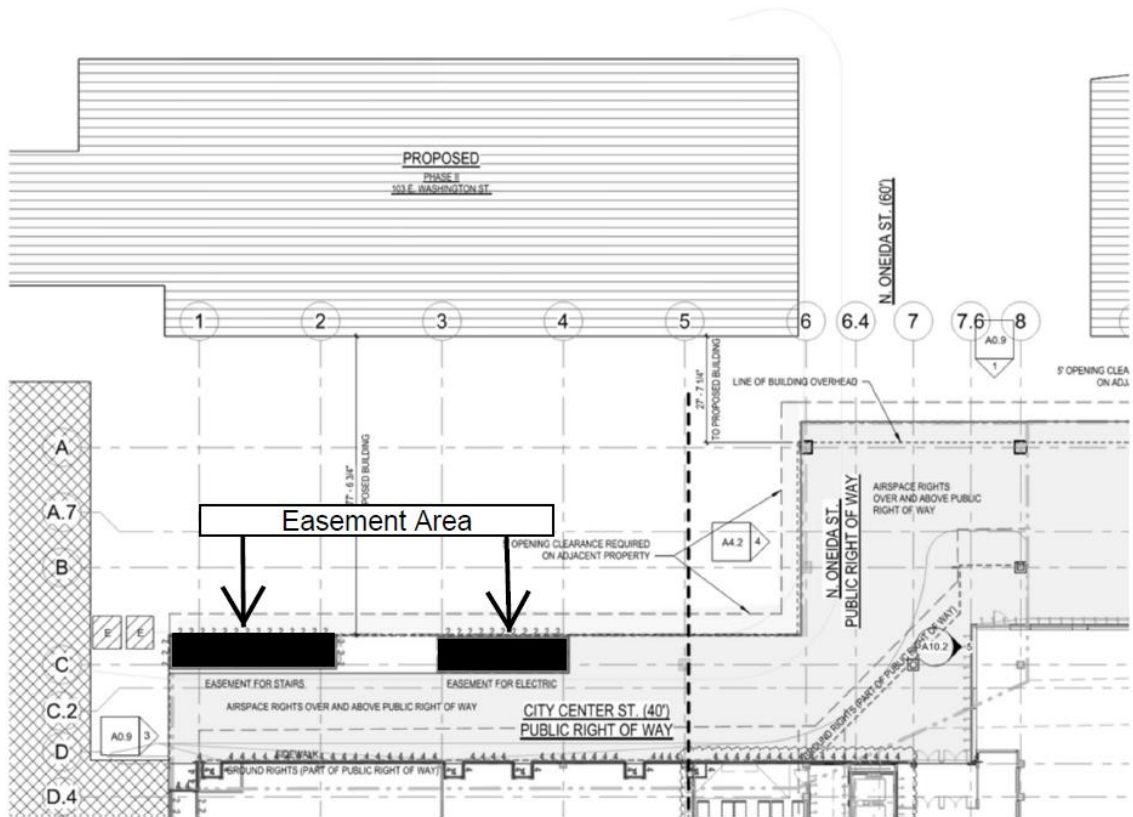
## **EXHIBIT C**

### **Legal Description of the Easement Area**

Beginning at the Southeast Corner of Lot 1 of Certified Survey Map No. 8298 (Doc. 2264330); thence S89°56'34"W along the North line of City Center Street and the South line of said Lot 1, 164.31 feet; thence N00°01'21"W, 5.00 feet; thence N89°56'34"E, 159.30 feet; thence N00°01'21"W, 50.11 feet; thence N89°56'34"E, 5.00 feet to the West line of N. Oneida Street and the East line of Lot 1 of said Map No. 8298; thence S00°01'21"E along said West line and said East line, 55.11 feet to the point of beginning. Said EASEMENT is subject to all easements, and restrictions of record. Said EASEMENT encumbers 1,072 SF (0.0246 Ac) of said GRANTOR'S land.

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**EXHIBIT C**  
**Depiction of Easement Area**



*Exhibit C to No Build Easement Agreement*

<b>Summary report:</b>	
<b>Litera Compare for Word 11.4.0.111 Document comparison done on 11/21/2023 9:05:01 PM</b>	
<b>Style name:</b> MBFDefault	
<b>Intelligent Table Comparison:</b> Active	
<b>Original DMS:</b> iw://michaelbest-mobility.imatech.com/MBF/36056159/3	
<b>Modified DMS:</b> iw://michaelbest-mobility.imatech.com/MBF/36056159/4	
<b>Changes:</b>	
<a href="#">Add</a>	9
<del>Delete</del>	1
<del>Move From</del>	0
<del>Move To</del>	0
<del>Table Insert</del>	0
<del>Table Delete</del>	0
<del>Table moves to</del>	0
<del>Table moves from</del>	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
<b>Total Changes:</b>	<b>10</b>



# MEMORANDUM

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

TO: Community and Economic Development Committee (CEDC)

FROM: Olivia Galyon, Community Development Specialist

DATE: December 13, 2023

RE: Appleton Health Department and Police Department Joint 2024 Community Development Block Grant (CDBG) Funding Application

---

Per City of Appleton CDBG Policy, the CEDC must approve applications for City Programs. Staff has estimated that the City of Appleton’s 2024 CDBG allocation from the U.S. Department of Housing and Urban Development (HUD) will be around \$576,900. This amount is an estimation based on allocations from previous years and may fluctuate. The City has received a joint application from the Appleton Health Department and Police Department to fund a Community Resource Navigator position. The requested amount for this position is \$86,550. This position is considered a public service, thus subject to the public service cap of 15% of the total CDBG allocation, projected at \$86,550. This position is expected to be continuously funded by CDBG dollars each year, but the amount available may vary depending on HUD’s annual allocation.

Appleton Police Department and the Health Department are working together to address an increased need to directly respond to individuals experiencing homelessness and other crisis situations and provide resources necessary to secure basic needs and safety. The Appleton PD receives an increasing number of calls concerning individuals experiencing homelessness who, while not engaging in criminal activities, are in need of support to meet their basic necessities and secure shelter. This role would be well suited to respond to the needs of residents in crisis and connect residents with support and services to address their short- and long-term needs. Goals of this position include decreasing duplicate calls to police for individual clients and streamlining the process to identify clients and connect them with service providers meeting their needs. This staff person will serve as a repository of knowledge of the services and resources available to residents and reduce police-response to non-criminal matters.

CEDD staff has reviewed the application in accordance with CDBG guidelines and in consultation with a representative from HUD and determined this project is eligible to receive CDBG funding. This project meets an urgent need within the community due to the increasing number of homelessness and mental health-related calls to police, and thus falls under the Urgent Need national objective. Additionally, mental health services are an allowable activity under the CDBG public services category. CEDD staff recommends approval of the allocation of approximately \$86,550 in CDBG funds for this position (not to exceed 15% public service cap of final CDBG 2024PY allocation amount).

If you have any questions, please contact me at 832-6469 or [olivia.galyon@appleton.org](mailto:olivia.galyon@appleton.org). Thank you!





## Community Development Block Grant (CDBG) 2024 CITY PROPOSAL FORM

### PART A – CONTACT INFORMATION

1. **Program/Project Name:** Community Resource Navigator
2. **Contact Person Name/Title:** Chuck Sepers/Health Officer | Director
3. **City Department:** Health
4. **Supervisor Name/Title (if applicable):** Jake Woodford/Mayor
5. **Telephone Number:** (920) 832-6433
6. **Fax Number:** ( ) -
7. **Email Address:** charles.sepers@appleton.org

### PART B – INDICATORS

1. **To be eligible for funding, the program/project for which you are requesting funding must address one national objective.**

- The project meets the needs of low- and moderate-income persons. At least 51 percent of the participants or beneficiaries of the project will meet the low- and moderate-income guidelines listed in Exhibit A.
- The project is located in a low- and moderate-income area. In this case, the project must be available to all the residents of one of the areas identified on the map in Exhibit B and primarily residential. Typical activities funded are area street improvements, water and sewer lines, parks and other public facilities.
- The project meets the needs of one of the following specific groups of people (low-mod limited clientele): abused children, elderly persons, battered spouses, homeless persons, severely disabled persons, illiterate adults, persons living with AIDS and migrant farm workers.
- The project provides housing assistance to low- and moderate-income households. Fundable activities include housing rehabilitation, acquisition of property for housing and homeownership assistance.
- The project creates or retains jobs for low- and moderate-income persons.
- The project eliminates specific instances of blight or physical decay. The only activities to be funded under this category are acquisition, demolition or rehabilitation of buildings.

## Community Development Block Grant (CDBG) 2024 CITY PROPOSAL FORM

**2. Program category:**

- |  |   |
|--|---|
| <input type="checkbox"/> Acquisition             | <input type="checkbox"/> Housing                    |
| <input type="checkbox"/> Administration/Planning | <input type="checkbox"/> Public Facilities          |
| <input type="checkbox"/> Economic Development    | <input checked="" type="checkbox"/> Public Services |

**3. Priority need(s) met (use list provided in Exhibit C):**

- a) Public services  
b) \_\_\_\_\_  
c) \_\_\_\_\_

**4. Proposed output type and number (select more than one if necessary):**

- |   |   |
|---|---|
| <input checked="" type="checkbox"/> _____ persons directly served | <input type="checkbox"/> _____ housing units rehabilitated/acquired |
| <input type="checkbox"/> _____ households directly served         | <input type="checkbox"/> _____ jobs created/retained                |
| <input type="checkbox"/> _____ businesses rehabilitated           | <input type="checkbox"/> _____ other ( <i>specify</i> : _____)      |

**5. Check one HUD-defined objective that best relates to your potential CDBG-funded program:**

- Create Suitable Living Environments → address issues in daily life (social barriers, physical barriers, etc.)  
 Provide Decent Affordable Housing → address individual, family, or neighborhood housing needs  
 Expand Economic Opportunity → address economic development (job creation, commercial rehab, etc.)

**6. Check one HUD-defined outcome that best relates to your potential CDBG-funded program:**

- Availability/Accessibility → make basic services more readily available/accessible to low-income persons  
 Affordability → make basic services more affordable for low-income persons in a variety of ways  
 Sustainability → improve the overall viability of communities (blight elimination, LMI benefits, etc.)

### **PART C – FUNDING INFORMATION**

*(limit narrative responses to the space provided)*

1. CDBG funds requested (minimum of \$10,000): \$86,550

2. Percent of total program/project budget that will be covered by this CDBG award: 100%

3. Is it anticipated that CDBG funding will be needed for this activity in the future? Yes

**If so, describe the reason and plan for future funds.**

The basic needs of low to moderate income residents, including connecting unhoused persons to community resources.

4. If a public service activity was funded through CDBG during the previous program year, describe the growth of the activity/program expected for the 2021PY.

## Community Development Block Grant (CDBG) 2024 CITY PROPOSAL FORM

5. Amounts of prior year CDBG awards received by your department:

2022-2023 = \$0

2021-2022 = \$0

2020-2021 = \$0

6. Detailed program/project budget for CDBG funds (Please be as detailed and specific as possible)

Program/Project Activity	CDBG Award Allotment
Salaries	\$57,174
Fringe	\$17,152
Office space (program only)	\$
Utilities	\$
Communications	\$
Copies/Printing	\$
Supplies and Materials	\$12,224
Mileage	\$
Audit	\$
Indirect costs (specify)	\$
Other (specify)	\$
Other (specify)	\$
Other (specify)	\$
Other (specify)	\$
Other (specify)	\$
<b>TOTAL:</b>	<b>\$86,550</b>

7. If using the funds for wages/salaries, please list the titles of the positions and the percentage of the total wages/salary for each that will be funded by this CDBG award.

Community Resource Navigator: 86% of funds used for salary and fringe.

8. If the entire amount of your request is not allocated, will the activity still be possible? And if so, how will the activity be altered to allow for the smaller award?

## Community Development Block Grant (CDBG) 2024 CITY PROPOSAL FORM

9. SPECIFIC major sources that will/may also fund this program/project in 2021:

Leverage Source (i.e. general funds, capital funds, etc.)	Amount	Status
a)	\$	(select one)
b)	\$	(select one)
c)	\$	(select one)
d)	\$	(select one)
e)	\$	(select one)

10. Describe your efforts to secure additional/complementary funding for your program/project. If this program/project will generate program income, please note the amount and how it will be spent.

### **PART D – PROJECT DESCRIPTION**

*(limit narrative responses to the space provided)*

1. Describe the activities to be carried out through this grant request and how this activity relates to the mission of your department and the City.

The Health Department is committed to fostering an environment where all residents can thrive in their living, working, and recreational pursuits by ensuring that their fundamental needs are met. Grounded in the principles of public health best practices, this role will actively extend direct assistance to individuals experiencing homelessness. It will deliver precise, reliable, and timely information about available resources in a manner that uniquely addresses their needs.

2. Describe how the project meets the national objective and how it fits into the program category, both chosen above (Part B).

This position will directly work with people experiencing homelessness along with domestic violence. The Community Resource Navigator will serve as a link between the police department (who receive first calls of someone in trouble) and community resources (who are able to address the needs). This role will provide immediate support and assistance to individuals and families in crisis situations, or low-mod limited clientele, with a focus on securing basic needs and safety. Moreover, this position will guide clients through the intricacies of accessing essential resources, skillfully navigating bureaucratic and administrative processes to facilitate a smoother and more effective support system.

3. Identify the projected target population the proposed CDBG-funded program/project will serve (i.e. age, race, residency, disability, income level, other unique characteristics/information).

In July 2023, a Point In Time survey in Appleton identified 70 individuals as unsheltered or living in uninhabitable environments. This included nine minors, 17 individuals over the age of 55, and 20 who disclosed struggling with chronic illness or mental health issues (with an additional 37 not responding to that question). The Community Resources Navigator will be dedicated to supporting this specific population throughout the entire year.

# Community Development Block Grant (CDBG) 2024 CITY PROPOSAL FORM

**4. Describe how this program/project is unique and/or coordinates with others to avoid duplication of services and meets the high priority needs of the community as chosen in Part B.**

Frequently, the Police Department receives calls concerning individuals experiencing homelessness who, while not engaging in criminal activities, are in need of basic necessities and shelter. To address this, the Community Resource Navigator will be situated within the Police Department to promptly engage with these individuals, offering a comprehensive health-first approach to challenging situations. This initiative aims not only to meet immediate needs but also to provide accessibility to suitable living environments, fostering a more sustainable and supportive future for those experiencing homelessness by actively working to remove social barriers.

## **PART E – OUTCOMES**

*(limit narrative responses to the space provided)*

**1. Describe how the potential CDBG-funded program relates to the outcome chosen above (Part B).**

Community partners in Appleton offer a diverse range of resources to address the essential needs of individuals facing homelessness and domestic violence. However, navigating these resources can be particularly challenging, especially during times of crisis. The allocation of CDBG funding would enable the creation of a Community Resources Navigator position, offering crucial guidance to individuals and families in navigating these resources during moments of crisis, making basic services more readily available to low-income individuals and others in crisis.

**2. Briefly describe data that will be collected and/or analysis used to measure success in achieving the objective and outcome identified above (Part B) for the target population.**

The successful attainment of our objective will be measured by a reduction in the frequency of duplicate calls to law enforcement for an individual client. Our strategy involves the Community Navigator connecting individuals with community resources during the initial call or prior to contacting law enforcement. Success in achieving the desired outcome will be evident in the streamlined identification and coordination of resources to support individuals. This approach aims to optimize the allocation of time, with less spent by the police and local community organizations on locating individuals in need, allowing more time for providing meaningful support.

## **PART F – ATTACHMENTS**

**1. Please attach the following information relating to your program/project:**

- Detailed Budget Breakdown (most current)
- Department Structure Chart
- Descriptive Material (brochures, flyers, fact sheets, etc.)

## **PART G – AUTHORIZATION**

Charles Sepers  
\_\_\_\_\_  
Name of Department Head

Health Officer | Director  
\_\_\_\_\_  
Title of Department Head

\_\_\_\_\_  
Signature of Department Head

\_\_\_\_\_  
Date

**Community Development Block Grant (CDBG)**  
**2024 CITY PROPOSAL FORM**

**EXHIBIT A: FY 2023 Income Limits Documentation System**

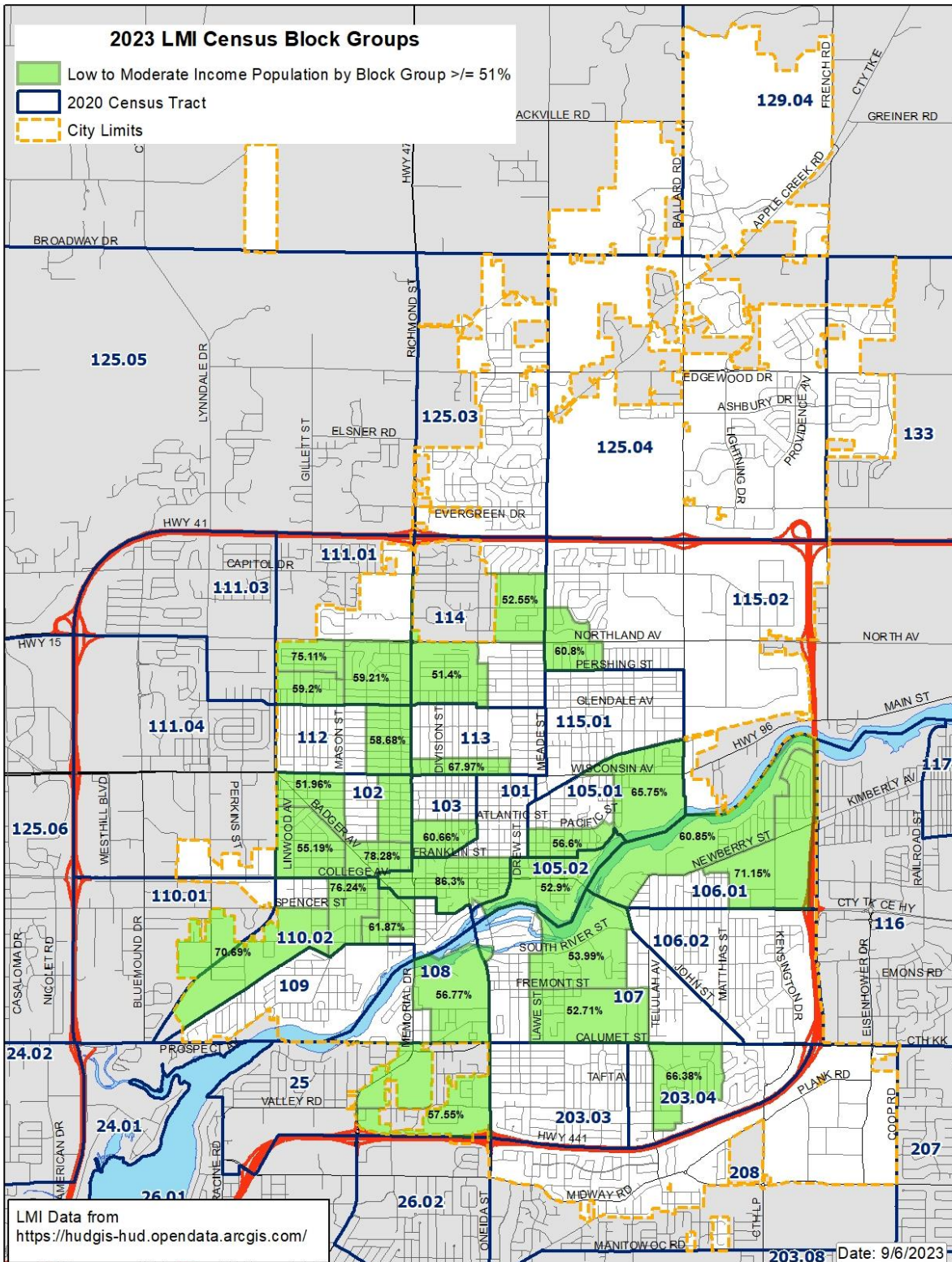
Appleton, Wisconsin MSA

FY 2023 Income Limit Category	1 person	2 person	3 person	4 person	5 person	6 person	7 person	8 person
Extremely Low	\$21,300	\$24,350	\$27,400	\$30,400	\$35,140	\$40,280	\$45,420	\$50,560
Very Low (50%)	\$35,500	\$40,550	\$45,600	\$50,650	\$54,750	\$58,800	\$62,850	\$66,900
Low (80%)	\$56,750	\$64,850	\$72,950	\$81,050	\$87,550	\$94,050	\$100,550	\$107,000

NOTE: The Appleton, WI MSA contains the following areas: Calumet County, WI; and Outagamie County, WI.

# Community Development Block Grant (CDBG) 2024 CITY PROPOSAL FORM

## EXHIBIT B



# **Community Development Block Grant (CDBG)** **2024 CITY PROPOSAL FORM**

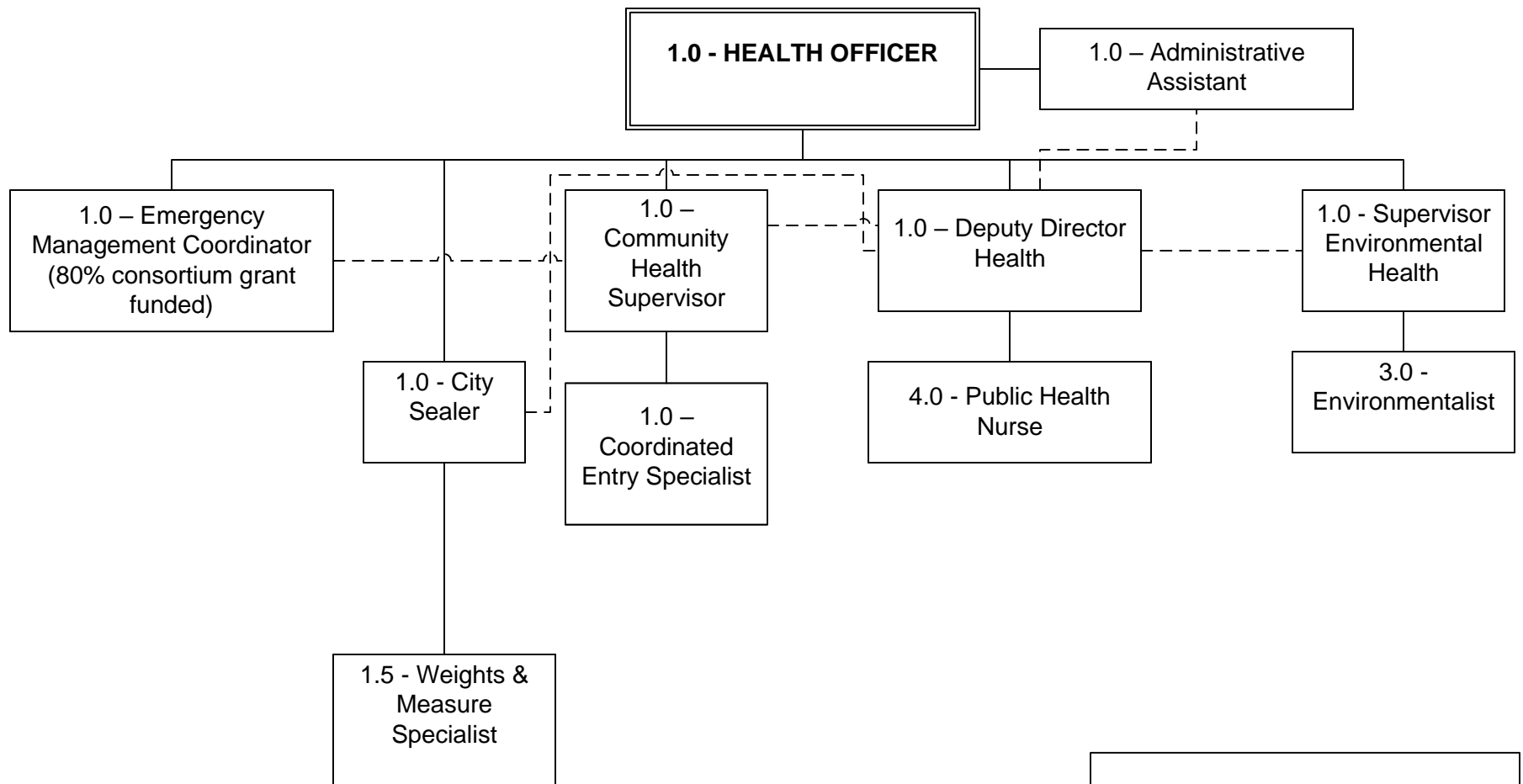
## **EXHIBIT C: Priority Needs – City of Appleton**

As an Entitlement Community, the City of Appleton provides grant assistance for local projects through use of Community Development Block Grants (CDBG). Each year, organizations may apply for funding to implement activities that meet the goals and objectives as defined in the City's Five-Year Consolidated Plan. The priority needs for 2020-2024, around which these goals revolve, are included in the following table:

### **Goals and Outcomes Summary**

<b>Five- Year Goals</b>	<b>Five-Year Goal Outcomes</b>
Improve & maintain housing stock	180 owner-occupied homes rehabilitated
Homebuyer assistance	25 first-time homebuyers receive downpayment assistance
Rental rehabilitation	35 rental units rehabilitated
Acquisition for new housing	20 new housing units
Public facilities improvement & maintenance	1,300 persons assisted through allocations to community-based agencies for facility improvement & maintenance activities
Neighborhood revitalization	6,000 persons assisted through various public facility improvements
Public services	800 persons assisted through provision of various public services





DRAFT 7/05/2023

**CITY OF APPLETON 2024 BUDGET**

**HEALTH DEPARTMENT**

**Public Health Officer: Charles E. Sepers**

**Deputy Director of Public Health: Sonja R. Jensen**

# CITY OF APPLETON 2024 BUDGET HEALTH DEPARTMENT

## MISSION STATEMENT

The mission of the Appleton Health Department is to safeguard the environment, promote public health, and protect consumers in the community by providing high-quality services responsive to the needs of the people. Our belief is that prevention is the most effective public health strategy.

## DISCUSSION OF SIGNIFICANT 2023 EVENTS

In 2023, the Appleton Health Department focused on a combination of strategic initiatives, including the beginning of a comprehensive community health assessment and developing 3-year strategic plan, which includes increased focus on social determinants of health and robust partnership development.

### Community Health Assessment:

In 2023, the Appleton Health Department begun the Community Health Needs Assessment with the Age Friendly Appleton Survey. Developing a robust, ongoing community health assessment process will provide data-driven insights into our community's health needs and assets. By regularly assessing and monitoring health indicators, we will not only identify health issues early but also track the effectiveness of all community interventions from all partners over time.

### Building Partnerships and Collaboration:

Additionally, the Appleton Health Department is working with all health departments and hospitals in the Tri-County region to develop a regional community health assessment and improvement planning approach. We understand that health is a collective responsibility. It's a task that cannot be achieved by a single entity, and it requires the whole community's effort. Therefore, we aim to strengthen and broaden our partnerships with local organizations, healthcare providers, educational institutions, and other key stakeholders. By collaborating, we can pool resources, share expertise, and coordinate our efforts to improve health outcomes. This regional focus for this shared work will better serve our collective residents.

### Focus on Social Determinants of Health:

In our work, we recognize the profound impact of social determinants of health—conditions in the places where people live, learn, work, and play that affect a wide range of health and quality-of-life outcomes. We are committed to focusing on these determinants, including housing, education, income stability, and environment, to address health at its roots. In addition, we seek to promote policies that create healthier living conditions and enable access to essential services for all members of our community.

# CITY OF APPLETON 2024 BUDGET HEALTH DEPARTMENT

## MAJOR 2024 OBJECTIVES

Renewing relationships and expanding collaborative partnerships will be at the heart of the Appleton Health Department's objectives for 2024. Major lines of effort include completion of the 2023 Community Health Needs Assessment and completion of a Community Health Improvement Plan in collaboration with community partners. This includes leading the creation and implementation of action planning related to the Appleton's Age Friendly Community designation in partnership with community stakeholders.

Additionally, the Appleton Health Department is co-leading a regional effort within the public health jurisdictions within Calumet, Outagamie, and Winnebago Counties, including the City of Menasha, along with regional hospital partners, to develop and implement a first-ever regional Community Health Needs Assessment and Community Health Improvement Plan using funds from local nonprofits. This regionalized effort to understand and address health issues affecting neighboring communities will serve to allow for localized approaches to addressing these issues, while making the planning, data collection, and sensemaking more efficient across participating agencies.

Another major objective in 2024 will be the implementation of an electronic medical record system for Appleton Health Department patients. Currently using paper charts, the use of a new electronic medical record system will do three things: 1) record staff spent toward various lines of effort, which is required for accurate grant match reporting. This function is currently being handled by iSeries, which is scheduled to sunset in 2025; 2) provide a platform for scheduling vaccine clinics. The current scheduling platform was created in-house by IT and is no longer supported; and 3) increase staff efficiency with charting patient records, currently done by hand.

Recent changes to statutory compliance to DHS 140 has dramatically reduced the reporting requirements of local health departments that are accredited by the Public Health Accreditation Board (PHAB). This, combined with a pursuit of industry best practice, will allow the Appleton Health Department to place increased focus on PHAB accreditation in 2024. Areas of interest for 2024 include creating a public facing performance management platform to monitor key performance indicators, updating and developing policies across all divisions and developing ongoing processes for review and update by the Board of Health, developing a schedule of quality improvement processes to enhance the efficiency and effectiveness of programs and their administration, and developing a public health workforce training plan.

DEPARTMENT BUDGET SUMMARY							
Programs		Actual		Budget			%
Unit	Title	2021	2022	Adopted 2023	Amended 2023	2024	Change *
<b>Program Revenues</b>		\$ 300,909	\$ 350,016	\$ 385,596	\$ 385,596	\$ 552,715	43.34%
<b>Program Expenses</b>							
12510	Administration	78,472	152,998	174,872	174,872	186,534	6.67%
12520	Nursing	373,053	394,517	520,425	520,425	467,388	-10.19%
12530	Environmental Health	320,909	335,540	363,115	363,115	447,821	23.33%
12540	Weights & Measures	211,811	213,181	219,051	219,051	223,896	2.21%
<b>TOTAL</b>		<b>\$ 984,245</b>	<b>\$ 1,096,236</b>	<b>\$ 1,277,463</b>	<b>\$ 1,277,463</b>	<b>\$ 1,325,639</b>	<b>3.77%</b>
<b>Expenses Comprised Of:</b>							
Personnel		909,755	1,025,234	1,177,876	1,177,876	1,233,385	4.71%
Training & Travel		9,325	10,530	16,380	16,380	16,440	0.37%
Supplies & Materials		17,852	16,869	17,973	17,973	18,875	5.02%
Purchased Services		47,313	43,603	65,234	65,234	56,939	-12.72%
<b>Full Time Equivalent Staff:</b>							
Personnel allocated to programs		11.95	11.95	11.95	11.95	13.146	

\* % change from prior year adopted budget  
Health.xls

**CITY OF APPLETON 2024 BUDGET  
HEALTH DEPARTMENT**

**Administration**

**Business Unit 12510**

**PROGRAM MISSION**

Through management activities, enforcement, and collaboration, the Health Officer assures public health services to the City of Appleton.

**PROGRAM NARRATIVE**

**Link to City Goals:**

Implements Key Strategy #1: "Responsibly deliver excellent services".

**Objectives:**

Provide long range planning, policy development, fiscal supervision, personnel management and general clerical support to program areas.

Enforce local and state laws regarding public health and consumer issues.

Collaborate with community healthcare providers and agencies to improve the public's health and well-being.

**Major Changes in Revenue, Expenditures or Programs:**

No major changes.

**CITY OF APPLETON 2024 BUDGET  
HEALTH DEPARTMENT**

**Administration**

**Business Unit 12510**

**PROGRAM BUDGET SUMMARY**

Description	Actual		Budget		
	2021	2022	Adopted 2023	Amended 2023	2024
<b>Revenues</b>					
480100 General Charges for Svc	\$ -	\$ -	\$ -	\$ -	\$ -
Total Revenue	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Expenses</b>					
610100 Regular Salaries	\$ 51,400	\$ 110,219	\$ 124,800	\$ 124,800	\$ 135,055
615000 Fringes	15,211	32,786	38,235	38,235	39,552
620100 Training/Conferences	-	681	3,000	3,000	3,000
620600 Parking Permits	840	840	960	960	960
630100 Office Supplies	725	751	1,200	1,200	1,200
630300 Memberships & Licenses	1,705	1,896	2,000	2,000	2,000
630500 Awards & Recognition	136	-	179	179	218
630700 Food & Provisions	-	242	239	239	290
631603 Other Misc. Supplies	-	-	500	500	500
632001 City Copy Charges	6,760	2,188	2,000	2,000	2,000
632002 Outside Printing	42	1,355	1,000	1,000	1,000
632700 Miscellaneous Equipment	-	25	200	200	200
641307 Telephone	314	343	318	318	318
641308 Cellular Phones	1,339	1,672	241	241	241
Total Expense	\$ 78,472	\$ 152,998	\$ 174,872	\$ 174,872	\$ 186,534

**DETAILED SUMMARY OF 2024 PROPOSED EXPENDITURES > \$15,000**

None

**CITY OF APPLETON 2024 BUDGET  
HEALTH DEPARTMENT**

**Public Health Nursing**

**Business Unit 12520**

**PROGRAM MISSION**

The nursing program prevents disease and promotes health through epidemiology, collaboration, consultation, assessment, intervention and case management to citizens and healthcare providers of Appleton.

**PROGRAM NARRATIVE**

**Link to City Goals:**

Implements Key Strategies #4: "Continually assess trends affecting the community and proactively respond" and #6: "Create opportunities and learn from successes and failures".

**Objectives:**

Prevent the occurrence and spread of disease in the community through: disease investigation, intervention, and partner notification; immunization against vaccine preventable diseases; investigation of elevated childhood blood lead levels; data collection; coordination with other area providers and the State; and public education.

Promote citizen health through assessment, intervention, case management and education for high risk families and adults.

**Major Changes in Revenue, Expenditures or Programs:**

There was a considerable reduction in Public Health Nursing salary and fringe line items through COVID-19 grant dollars and Communicable Disease intake, which includes COVID-19 mitigation activity. This will be the final year in which these dollars are available for use. Salary and fringe for Public Health Nursing will return to using general fund dollars when these funds are expended.

The Memberships and Licenses line item has increased from \$180 annually to \$930. This change includes maintaining the mandatory license/certifications required for staff. This change provides greater consistency across City departments for ensuring licensure/certification.

General Charges for Service increased due to participation in a State program, for the first time, to receive partial reimbursement for tuberculosis (TB) services. Additionally, the department will begin providing a new fee for service programs that will provide TB skin testing at a cash rate.

**CITY OF APPLETON 2024 BUDGET  
HEALTH DEPARTMENT**

**Public Health Nursing**

**Business Unit 12520**

**PROGRAM BUDGET SUMMARY**

Description	Actual		Budget		
	2021	2022	Adopted 2023	Amended 2023	2024
<b>Revenues</b>					
422500 Health Grants & Aids	\$ 70	\$ 67	\$ 500	\$ 500	\$ 200
480100 General Charges for Svc	168	335	250	250	4,000
<b>Total Revenue</b>	<b>\$ 238</b>	<b>\$ 402</b>	<b>\$ 750</b>	<b>\$ 750</b>	<b>\$ 4,200</b>
<b>Expenses</b>					
610100 Regular Salaries	\$ 247,466	\$ 268,071	\$ 338,877	\$ 338,877	311,027
610800 Part-Time Wages	2,810	4,002	23,952	23,952	24,182
615000 Fringes	92,465	95,099	110,567	110,567	89,928
620100 Training/Conferences	1,196	528	1,900	1,900	1,900
620200 Mileage Reimbursement	333	1,398	-	-	-
620600 Parking Permits	3,360	3,360	3,840	3,840	4,320
630300 Memberships & Licenses	-	-	180	180	930
632400 Medical/Lab Supplies	5,505	7,385	7,500	7,500	7,400
640700 Recycling Pickup	278	814	300	300	400
641307 Telephone	964	707	600	600	605
641308 Cellular Phones	4,689	3,626	3,664	3,664	2,400
642501 CEA Operations/Maint.	-	-	1,770	1,770	1,044
642502 CEA Depreciation/Replac.	-	-	775	775	752
643000 Health Services	12,500	-	12,500	12,500	12,500
643100 Interpreter Services	1,487	9,527	14,000	14,000	10,000
<b>Total Expense</b>	<b>\$ 373,053</b>	<b>\$ 394,517</b>	<b>\$ 520,425</b>	<b>\$ 520,425</b>	<b>\$ 467,388</b>

**DETAILED SUMMARY OF 2024 PROPOSED EXPENDITURES > \$15,000**

None



**CITY OF APPLETON 2024 BUDGET  
HEALTH DEPARTMENT**

**Environmental Health**

**Business Unit 12530**

**PROGRAM MISSION**

The Environmental Health program ensures safe food handling practices and protects the health and safety of Appleton residents and visitors through annual licensed establishment inspections, nuisance complaint investigations and communicable disease epidemiology.

**PROGRAM NARRATIVE**

**Link to City Goals:**

Implements Key Strategies #4: "Continually assess trends affecting the community and proactively respond" and #6: "Create opportunities and learn from successes and failures".

**Objectives:**

Prevent the occurrence and spread of disease in the community through regulatory activities in public eating and drinking establishments, retail food establishments, recreational facilities and body art establishments.

Assess, consult and correct human health hazards including those associated with lead paint, solid waste, housing sanitation, potential rabies exposure and vector control.

Provide public education and act as a referral mechanism to other State and local agencies for information on environmental and safety hazards.

**Major Changes in Revenue, Expenditures or Programs:**

During 2023, an updated License Fee Schedule was adopted, which increased revenues significantly.

Training/Conferences decreased due to one-time training for new staff during 2023.

Cellphone expense increased due to increased FTE.

**CITY OF APPLETON 2024 BUDGET  
HEALTH DEPARTMENT**

**Environmental Health**

**Business Unit 12530**

**PROGRAM BUDGET SUMMARY**

Description	Actual		Budget		
	2021	2022	Adopted 2023	Amended 2023	2024
<b>Revenues</b>					
430500 Health License	\$ 168,337	\$ 182,976	\$ 195,200	\$ 195,200	\$ 349,865
Total Revenue	<u>\$ 168,337</u>	<u>\$ 182,976</u>	<u>\$ 195,200</u>	<u>\$ 195,200</u>	<u>\$ 349,865</u>
<b>Expenses</b>					
610100 Regular Salaries	\$ 222,161	\$ 224,834	\$ 251,631	\$ 251,631	\$ 299,360
610500 Overtime Wages	322	1,134	-	-	-
615000 Fringes	80,401	91,595	87,672	87,672	125,555
620100 Training/Conferences	667	828	3,100	3,100	2,200
620600 Parking Permits	1,260	1,260	1,440	1,440	1,920
630300 Memberships & Licenses	-	7	150	150	262
630400 Postage/Freight	-	-	-	-	-
631603 Other Misc. Supplies	13	1,339	1,300	1,300	1,300
632400 Medical/Lab Supplies	964	-	-	-	-
632700 Miscellaneous Equipment	283	251	-	-	250
641307 Telephone	430	460	400	400	400
641308 Cellular Phones	1,205	1,370	1,584	1,584	2,112
641800 Equipment Repairs & Maint.	165	-	300	300	50
642501 CEA Operations/Maint.	2,840	2,652	5,312	5,312	4,177
642502 CEA Depreciation/Replace.	2,873	2,428	2,326	2,326	2,050
643100 Interpreter Services	-	-	200	200	200
643200 Lab Fees	7,325	7,382	7,700	7,700	7,985
Total Expense	<u>\$ 320,909</u>	<u>\$ 335,540</u>	<u>\$ 363,115</u>	<u>\$ 363,115</u>	<u>\$ 447,821</u>

**DETAILED SUMMARY OF 2024 PROPOSED EXPENDITURES > \$15,000**

None

**CITY OF APPLETON 2024 BUDGET  
HEALTH DEPARTMENT**

**Weights & Measures**

**Business Unit 12540**

**PROGRAM MISSION**

The program educates, consults and inspects local businesses to ensure the delivery of full quantity and fair, equitable trade practices between the Appleton business community and the consumer.

**PROGRAM NARRATIVE**

**Link to City Goals:**

Implements Key Strategy #2: "Encourage active community participation and involvement".

**Objectives:**

Provide consumer protection through complaint investigation, measurement and weighing device testing, price scanning device testing, product check weighing and label verification.

Monitor business methods to prevent fraudulent advertising and trade practices.

Provide investigative services for the City Clerk's Office in licensing and regulating "going out of business" sales, commercial solicitors, salvage dealers and taxi cab/limousine service firms.

**Major Changes in Revenue, Expenditures or Programs:**

With the addition of Greenville to the Northeast Weights and Measures Consortium, revenue increased by \$5,798 without adding any additional staff.

After increasing the Weights and Measures License Fee schedule in 2023, operating expenses continued to be subsidized by general fund dollars. To reduce this gap, the Appleton Health Department developed a tiered strategy that will eliminate taxpayer subsidy of the program by fully funding statutorily mandated activity with program revenue. The first step in this plan is to increase the daily rate from \$446 to \$460 in 2024, and additional increases every other year thereafter.

**CITY OF APPLETON 2024 BUDGET  
HEALTH DEPARTMENT**

**Weights & Measures**

**Business Unit 12540**

**PROGRAM BUDGET SUMMARY**

Description	Actual		Budget		
	2021	2022	Adopted 2023	Amended 2023	2024
<b>Revenues</b>					
431200 Wts & Measures License	\$ 56,932	\$ 71,640	\$ 93,310	\$ 93,310	\$ 93,310
480100 General Charges for Svc	75,402	94,998	96,336	96,336	105,340
<b>Total Revenue</b>	<b>\$ 132,334</b>	<b>\$ 166,638</b>	<b>\$ 189,646</b>	<b>\$ 189,646</b>	<b>\$ 198,650</b>
<b>Expenses</b>					
610100 Regular Salaries	\$ 144,220	\$ 139,513	\$ 145,779	\$ 145,779	\$ 147,179
615000 Fringes	53,300	57,981	56,363	56,363	61,547
620100 Training/Conferences	409	375	700	700	700
620600 Parking Permits	1,260	1,260	1,440	1,440	1,440
630200 Subscriptions	10	-	-	-	-
630300 Memberships & Licenses	160	-	225	225	225
631603 Other Misc. Supplies	377	808	500	500	300
632700 Miscellaneous Equipment	1,172	622	800	800	800
641307 Telephone	91	87	100	100	90
641308 Cellular Phones	617	537	610	610	600
641800 Equipment Repairs & Maint.	-	-	-	-	200
642501 CEA Operations/Maint.	3,913	6,174	5,991	5,991	4,272
642502 CEA Depreciation/Replace.	6,282	5,824	6,543	6,543	6,543
<b>Total Expense</b>	<b>\$ 211,811</b>	<b>\$ 213,181</b>	<b>\$ 219,051</b>	<b>\$ 219,051</b>	<b>\$ 223,896</b>

**DETAILED SUMMARY OF 2024 PROPOSED EXPENDITURES > \$15,000**

**Charges for Service - Nontax**

Charges for sealer's services	# of Days	Charge
@ \$460 per day		
Ashwaubenon	60	\$ 27,600
Berlin	13	5,980
Fox Crossing	10	4,600
Greenville	8	3,680
Kaukauna	21	9,660
Kimberly	6	2,760
Little Chute	17	7,820
Neenah	36	16,560
New London	18	8,280
Ripon	18	8,280
Waupaca	22	10,120
	<b>229</b>	<b>\$ 105,340</b>

**CITY OF APPLETON 2024 BUDGET  
HEALTH DEPARTMENT**

	2021 <u>ACTUAL</u>	2022 <u>ACTUAL</u>	2023 <u>YTD ACTUAL</u>	2023 <u>ORIG BUD</u>	2023 <u>REVISED BUD</u>	2024 <u>BUDGET</u>
Charges for Services						
422500 Health Grants & Aids	70	67	-	500	500	200
430500 Health License	168,338	182,976	11,479	195,200	195,200	349,865
431200 Weights & Measures License	56,933	71,640	6,940	93,310	93,310	93,310
480100 General Charges for Service	<u>75,570</u>	<u>95,333</u>	<u>37,466</u>	<u>96,586</u>	<u>96,586</u>	<u>109,340</u>
TOTAL PROGRAM REVENUES	300,911	350,016	55,885	385,596	385,596	552,715
Salaries						
610100 Regular Salaries	584,522	656,464	229,453	861,087	861,087	892,621
610500 Overtime Wages	1,213	243	209	-	-	-
610800 Part-Time Wages	2,810	4,002	4,587	23,952	23,952	24,182
611000 Other Compensation	520	520	395	-	-	-
611400 Sick Pay	1,175	-	-	-	-	-
611500 Vacation Pay	78,139	86,544	26,998	-	-	-
615000 Fringes	<u>241,376</u>	<u>277,461</u>	<u>92,238</u>	<u>292,837</u>	<u>292,837</u>	<u>316,582</u>
TOTAL PERSONNEL	909,755	1,025,234	353,880	1,177,876	1,177,876	1,233,385
Training~Travel						
620100 Training/Conferences	2,272	2,412	748	8,700	8,700	7,800
620200 Mileage Reimbursement	333	1,398	414	-	-	-
620600 Parking Permits	<u>6,720</u>	<u>6,720</u>	<u>-</u>	<u>7,680</u>	<u>7,680</u>	<u>8,640</u>
TOTAL TRAINING / TRAVEL	9,325	10,530	1,162	16,380	16,380	16,440
Supplies						
630100 Office Supplies	725	751	244	1,200	1,200	1,200
630200 Subscriptions	10	-	-	-	-	-
630300 Memberships & Licenses	1,865	1,903	820	2,555	2,555	3,417
630400 Postage/Freight	-	-	-	-	-	-
630500 Awards & Recognition	136	-	-	179	179	218
630700 Food & Provisions	-	242	-	239	239	290
631603 Other Misc. Supplies	390	2,147	215	2,300	2,300	2,100
632001 City Copy Charges	6,760	2,188	436	2,000	2,000	2,000
632002 Outside Printing	42	1,355	59	1,000	1,000	1,000
632400 Medical/Lab Supplies	6,469	7,385	-	7,500	7,500	7,400
632700 Miscellaneous Equipment	<u>1,455</u>	<u>898</u>	<u>327</u>	<u>1,000</u>	<u>1,000</u>	<u>1,250</u>
TOTAL SUPPLIES	17,852	16,869	2,101	17,973	17,973	18,875
Purchased Services						
640700 Solid Waste/Recycling Pickup	278	814	-	300	300	400
641200 Advertising	-	-	251	-	-	-
641307 Telephone	1,799	1,597	300	1,418	1,418	1,413
641308 Cellular Phones	7,850	7,205	1,020	6,099	6,099	5,353
641800 Equipment Repairs & Maint.	165	-	-	300	300	250
642501 CEA Operations/Maint.	6,753	8,826	2,185	13,073	13,073	9,493
642502 CEA Depreciation/Replace.	9,156	8,252	2,216	9,644	9,644	9,345
643000 Health Services	12,500	-	-	12,500	12,500	12,500
643100 Interpreter Services	1,487	9,527	1,006	14,200	14,200	10,200
643200 Lab Fees	<u>7,325</u>	<u>7,382</u>	<u>-</u>	<u>7,700</u>	<u>7,700</u>	<u>7,985</u>
TOTAL PURCHASED SVCS	47,313	43,603	6,978	65,234	65,234	56,939
TOTAL EXPENSE	<u>984,245</u>	<u>1,096,236</u>	<u>364,121</u>	<u>1,277,463</u>	<u>1,277,463</u>	<u>1,325,639</u>

**CITY OF APPLETON 2024 BUDGET**

**HEALTH GRANTS  
SPECIAL REVENUE FUNDS**

**Public Health Officer: Charles E. Sepers**

**Deputy Director of Public Health: Sonja R. Jensen**

**CITY OF APPLETON 2024 BUDGET  
SPECIAL REVENUE FUNDS  
HEALTH GRANTS**

**MISSION STATEMENT**

It is the mission of the Appleton Health Department to facilitate equitable community wellbeing through education, health promotion, and response to public health needs.

**DISCUSSION OF SIGNIFICANT 2023 EVENTS**

Maternal Child Health (MCH) Grant

Current focus areas include working with early childhood centers and other community worksites to support breastfeeding friendly policies and certifications. Other focus areas include networks of early childhood services addressing family support, child development, mental health, and injury prevention on a local level.

Prevention Grant

This grant will be used to support the department's efforts related to meeting its statutory requirement for completing the Community Health Improvement Plan.

Vaccine Improvement Plan Grant

These grant dollars support our goal of having more than 90% of Appleton children, aged 19-35 months, receive age-appropriate immunizations. This grant also supports the Northeast Wisconsin Immunization Coalition, a regional effort which strives to increase immunization rates in Northeast Wisconsin.

Centers for Disease Control and Prevention (CDC) Lead Poisoning Prevention Grant

Nursing staff works with families to minimize and prevent lead poisoning of children through follow-up of cases of elevated blood lead and prevention education.

COVID-19 Response Grants

These grants support the City's efforts to respond to the COVID-19 pandemic and to track expenditures and federal and State grant funds.

Bioterrorism/Public Health Preparedness Grant

This grant supports training to deal with the effects of bioterrorism and naturally occurring events such as a pandemic. The department's Public Health preparedness staff continued to provide technical and staff support to several communities including Marquette and Waushara counties and the City of Menasha. These are contracted agreements that benefit all communities for these shared services. Working together brings value through regional planning and response capacity.

**CITY OF APPLETON 2024 BUDGET  
SPECIAL REVENUE FUNDS  
HEALTH GRANTS**

**MAJOR 2024 OBJECTIVES**

Maternal Child Health (MCH) Grant

Provide maternal and child health program services to Appleton residents.

Vaccine Improvement Plan Grant

Ensure that more than 90% of all two-year-olds served by the department will have completed their primary vaccine series.

CDC Lead Poisoning Prevention Program Grant

Reduce the incidence of childhood blood lead poisoning through intervention and education.

COVID-19 Response Grants

Support the City's efforts to respond to the COVID-19 pandemic and track expenditures and federal and State grant funds.

Bioterrorism/Public Health Preparedness Grant

Provide plan development and training opportunities for Public Health staff, key community leaders and first responders.

**DEPARTMENT BUDGET SUMMARY**

Programs		Actual		Budget			% Change *
Unit	Title	2021	2022	Adopted 2023	Amended 2023	2024	
<b>Program Revenues</b>		\$ 780,293	\$ 454,961	\$ 642,879	\$ 642,879	\$ 650,517	1.19%
<b>Program Expenses</b>							
2710	MCH Grant	28,146	31,757	31,757	33,223	31,733	-0.08%
2730	Prevention Grant	9,579	6,628	6,628	6,628	6,627	-0.02%
2731	Communicable Disease	-	11,030	5,700	5,700	5,700	0.00%
2740	CDC Lead Grant	9,841	9,819	9,819	9,819	11,337	15.46%
2750	Vaccine Improvement	21,441	24,192	24,192	24,192	24,102	-0.37%
2770	COVID-19 Response	627,635	283,947	458,207	458,207	460,253	0.45%
2780	Bioterrorism Grant	83,652	89,489	106,576	106,576	110,765	3.93%
	Discontinued Programs	-	-	-	-	-	N/A
<b>TOTAL</b>		\$ 780,294	\$ 456,862	\$ 642,879	\$ 644,345	\$ 650,517	1.19%
<b>Expenses Comprised Of:</b>							
	Personnel	482,216	338,391	384,856	385,341	338,750	-11.98%
	Training & Travel	8,911	47,592	26,370	27,351	21,304	-19.21%
	Supplies & Materials	121,813	41,855	6,364	6,364	57,300	800.38%
	Purchased Services	167,354	29,024	225,289	225,289	183,163	-18.70%
	Transfers Out	-	-	-	-	50,000	N/A
<b>Full Time Equivalent Staff:</b>							
	Personnel allocated to programs	1.54	1.54	1.54	1.54	1.45	1.54%



**CITY OF APPLETON 2024 BUDGET  
SPECIAL REVENUE FUNDS**

**Health Grants - MCH Grant**

**Business Unit 2710**

**PROGRAM MISSION**

The Maternal Child Health (MCH) grant program ensures universal access to MCH public health services for eligible Appleton residents.

**PROGRAM NARRATIVE**

**Link to City Goals:**

Implements Key Strategies #4: "Continually assess trends affecting the community and proactively respond" and #6: "Create opportunities and learn from successes and failures".

**Objectives:**

Work with community partners to build an integrated system that promotes optimal physical, social, emotional, and developmental health of children, mothers, fathers and their families.

Participate in Outagamie County child death review teams and Fox Valley Safe Kids coalition to address prevention of injuries and death identified through reviews.

**Major changes in Revenue, Expenditures or Programs:**

Transfer Out - General Fund is for a new indirect cost allocation that will cover expenses related to salary and fringe, associated with internal service departments (Finance, IT, HR) necessary for implementation of these services.

**CITY OF APPLETON 2024 BUDGET  
SPECIAL REVENUE FUNDS**

**Health Grants - MCH Grant**

**Business Unit 2710**

**PROGRAM BUDGET SUMMARY**

Description	Actual		Budget		
	2021	2022	Adopted 2023	Amended 2023	2024
Revenues					
422500 Health Grants & Aids	\$ 28,146	\$ 31,757	\$ 31,757	\$ 31,757	\$ 31,733
Total Revenue	<u>\$ 28,146</u>	<u>\$ 31,757</u>	<u>\$ 31,757</u>	<u>\$ 31,757</u>	<u>\$ 31,733</u>
Expenses					
610100 Regular Salaries	\$ 13,821	\$ 6,910	\$ 7,069	\$ 7,069	\$ -
610800 Part-Time Wages	8,840	15,088	16,587	17,072	24,366
615000 Fringes	3,494	3,369	5,441	5,441	3,545
620100 Training/Conferences	-	813	2,660	3,641	1,774
632400 Medical/Lab Supplies	1,991	5,577	-	-	-
791100 Transfer Out - General Fund	-	-	-	-	2,048
Total Expense	<u>\$ 28,146</u>	<u>\$ 31,757</u>	<u>\$ 31,757</u>	<u>\$ 33,223</u>	<u>\$ 31,733</u>

**DETAILED SUMMARY OF 2024 PROPOSED EXPENDITURES > \$15,000**

None

**CITY OF APPLETON 2024 BUDGET**

**SPECIAL REVENUE FUNDS**

**Health Grants - Prevention Grant**

**Business Unit 2730**

**PROGRAM MISSION**

Provide accurate, meaningful public health data to the Board of Health and Common Council for effective needs assessment and program management and evaluation.

**PROGRAM NARRATIVE**

**Link to City Goals:**

Implements Key Strategy #1: "Responsibly deliver excellent services".

**Objectives:**

This grant supports the department expenses related to our Community Needs Assessment and Community Health Improvement Plan.

**Major Program Changes:**

No major changes.

**CITY OF APPLETON 2024 BUDGET  
SPECIAL REVENUE FUNDS**

**Health Grants - Prevention Grant**

**Business Unit 2730**

**PROGRAM BUDGET SUMMARY**

Description	Actual		Budget		
	2021	2022	Adopted 2023	Amended 2023	2024
<b>Revenues</b>					
422500 Health Grants & Aids	\$ 9,579	\$ 6,628	\$ 6,628	\$ 6,628	\$ 6,627
Total Revenue	<u>\$ 9,579</u>	<u>\$ 6,628</u>	<u>\$ 6,628</u>	<u>\$ 6,628</u>	<u>\$ 6,627</u>
<b>Expenses</b>					
610100 Regular Salaries	\$ -	\$ 5,150	\$ 928	\$ 928	\$ 5,149
615000 Fringes	-	1,478	-	-	1,478
620100 Training/Conferences	3,252	-	5,700	5,700	-
630100 Office Supplies	714	-	-	-	-
631603 Other Misc. Supplies	5,613	-	-	-	-
Total Expense	<u>\$ 9,579</u>	<u>\$ 6,628</u>	<u>\$ 6,628</u>	<u>\$ 6,628</u>	<u>\$ 6,627</u>

**DETAILED SUMMARY OF 2024 PROPOSED EXPENDITURES > \$15,000**

None

**CITY OF APPLETON 2024 BUDGET**

**SPECIAL REVENUE FUNDS**

**Health Grants - Communicable Disease Grant**

**Business Unit 2731**

**PROGRAM MISSION**

Increase communicable disease awareness in the community along with practical prevention opportunities.

**PROGRAM NARRATIVE**

**Link to City Goals:**

Implements Key Strategies #4: "Continually assess trends affecting the community and proactively respond" and #6: "Create opportunities and learn from successes and failures".

**Objectives:**

Ensure or increase capacity to respond to communicable disease events, including staff time, training, and the purchase of additional equipment.

**Major Program Changes:**

No major changes.

**CITY OF APPLETON 2024 BUDGET**

**SPECIAL REVENUE FUNDS**

**Health Grants - Communicable Disease Grant**

**Business Unit 2731**

**PROGRAM BUDGET SUMMARY**

Description	Actual		Budget		
	2021	2022	Adopted 2023	Amended 2023	2024
Revenues					
422500 Health Grants & Aids	\$ -	\$ 11,029	\$ 5,700	\$ 5,700	\$ 5,700
Total Revenue	\$ -	\$ 11,029	\$ 5,700	\$ 5,700	\$ 5,700
Expenses					
610100 Regular Salaries	\$ -	\$ -	\$ 4,746	\$ 4,746	\$ 4,746
610800 Part-Time Wages	-	9,823	-	954	-
615000 Fringes	-	133	954	-	954
620100 Training/Conferences	-	1,074	-	-	-
Total Expense	\$ -	\$ 11,030	\$ 5,700	\$ 5,700	\$ 5,700

**DETAILED SUMMARY OF 2024 PROPOSED EXPENDITURES > \$15,000**

None

**CITY OF APPLETON 2024 BUDGET**

**SPECIAL REVENUE FUNDS**

**Health Grants - CDC Lead Grant**

**Business Unit 2740**

**PROGRAM MISSION**

Provide lead poisoning prevention services to high-risk children in the City of Appleton.

**PROGRAM NARRATIVE**

**Link to City Goals:**

Implements Key Strategies #4: "Continually assess trends affecting the community and proactively respond" and #6: "Create opportunities and learn from successes and failures".

**Objectives:**

The Lead Poisoning Prevention Program is intended to:

Assure screening for elevated blood lead levels in children at risk for lead poisoning.

Decrease identified lead hazards in the environment.

Increase awareness of lead poisoning, prevention and control among community stakeholders.

Connect lead poisoned children and families to appropriate medical, housing and support services.

**Major changes in Revenue, Expenditures or Programs:**

Transfer Out - General Fund is for a new indirect cost allocation that will cover expenses related to salary and fringe, associated with internal service departments (Finance, IT, HR) necessary for implementation.

**CITY OF APPLETON 2024 BUDGET  
SPECIAL REVENUE FUNDS**

**Health Grants - CDC Lead Grant**

**Business Unit 2740**

**PROGRAM BUDGET SUMMARY**

Description	Actual		Budget		
	2021	2022	Adopted 2023	Amended 2023	2024
Revenues					
422500 Health Grants & Aids	\$ 9,840	\$ 9,819	\$ 9,819	\$ 9,819	\$ 11,337
503500 Other Reimbursements	-	1,220	-	-	-
Total Revenue	<u>\$ 9,840</u>	<u>\$ 11,039</u>	<u>\$ 9,819</u>	<u>\$ 9,819</u>	<u>\$ 11,337</u>
Expenses					
610100 Regular Salaries	\$ 8,401	\$ 7,125	\$ 8,406	\$ 8,406	\$ 9,143
615000 Fringes	1,308	1,154	1,413	1,413	1,462
632400 Medical/Lab Supplies	132	1,540	-	-	-
791100 Transfer Out - General Fund	-	-	-	-	732
Total Expense	<u>\$ 9,841</u>	<u>\$ 9,819</u>	<u>\$ 9,819</u>	<u>\$ 9,819</u>	<u>\$ 11,337</u>

**DETAILED SUMMARY OF 2024 PROPOSED EXPENDITURES > \$15,000**

None



**CITY OF APPLETON 2024 BUDGET**

**SPECIAL REVENUE FUNDS**

**Health Grants - Vaccine Improvement Grant**

**Business Unit 2750**

**PROGRAM MISSION**

Provide immunization to children from the ages of 2 months to 18 years, without barriers, in order to prevent disease. In addition, these resources are used to provide outreach and education.

**PROGRAM NARRATIVE**

**Link to City Goals:**

Implements Key Strategies #4: "Continually assess trends affecting the community and proactively respond" and #6: "Create opportunities and learn from successes and failures".

**Objectives:**

The Department's immunization program is expected to administer vaccines primarily to children from 2 months through 18 years of age, and assist in developing the immunization infrastructure necessary to raise immunization levels and prevent vaccine preventable diseases such as diphtheria, tetanus, pertussis, polio, measles, mumps, rubella, haemophilus influenza B, varicella, rotavirus, hepatitis B, hepatitis A and bacterial meningitis.

**Major changes in Revenue, Expenditures or Programs:**

Transfer Out - General Fund is for a new indirect cost allocation that will cover expenses related to salary and fringe, associated with internal service departments (Finance, IT, HR) necessary for implementation.

**CITY OF APPLETON 2024 BUDGET**

**SPECIAL REVENUE FUNDS**

**Health Grants - Vaccine Improvement Grant**

**Business Unit 2750**

**PROGRAM BUDGET SUMMARY**

Description	Actual		Budget		
	2021	2022	Adopted 2023	Amended 2023	2024
Revenues					
422500 Health Grants & Aids	\$ 21,441	\$ 24,192	\$ 24,192	\$ 24,192	\$ 24,102
Total Revenue	<u>\$ 21,441</u>	<u>\$ 24,192</u>	<u>\$ 24,192</u>	<u>\$ 24,192</u>	<u>\$ 24,102</u>
Expenses					
610100 Regular Salaries	\$ 17,717	\$ 20,239	\$ 19,649	\$ 19,649	\$ 19,754
615000 Fringes	2,654	3,211	3,279	3,279	2,792
632400 Medical/Lab Supplies	1,070	742	1,264	1,264	-
791100 Transfer Out - General Fund	-	-	-	-	1,556
Total Expense	<u>\$ 21,441</u>	<u>\$ 24,192</u>	<u>\$ 24,192</u>	<u>\$ 24,192</u>	<u>\$ 24,102</u>

**DETAILED SUMMARY OF 2024 PROPOSED EXPENDITURES > \$15,000**

None

# CITY OF APPLETON 2024 BUDGET

## SPECIAL REVENUE FUNDS

**Health Grants - COVID-19 Pandemic Response**

**Business Units 2773, 2774, 2775, 2776**

### PROGRAM MISSION

Coordinate the City's response to the COVID-19 pandemic, including supplies of personal protective equipment, sanitizers and sanitizing services, etc.

### PROGRAM NARRATIVE

#### Link to City Goals:

Implements Key Strategies #4: "Continually assess trends affecting the community and proactively respond" and #6: "Create opportunities and learn from successes and failures".

#### Objectives:

##### COVID-19 Response Grants

These federal and State grants support the City's efforts to respond to the COVID-19 pandemic and to track the related expenditures.

#### Major changes in Revenue, Expenditures or Programs:

Transfer Out - General Fund is for a new indirect cost allocation that will cover expenses related to salary and fringe, associated with internal service departments (Finance, IT, HR) necessary for implementation of these.

COVID-19 Recovery funds will be used to replace aging computer hardware for all staff, as well as install technology (computer and audio/visual equipment) in both the 1st floor clinic space, that also services as a conference room and community meeting space for multiple departments, and the 5th floor conference room.

Software support increased due to implementation of an electronic medical record system. This will be a dramatic upgrade from the Health Department's paper record process. It will add efficiency to all interactions with resident clients, improving the level of service provided, and reducing the administrative time, per contact, committed by City staff. COVID-19 recovery funds are expected to purchase an initial license and setup for the system, as well as prepay for 3 years of service agreements.

COVID-19 Recovery funds continue to cover the Health Department remodel, including additional funding to cover the costs of remodeling the 5th floor conference room, which includes combining a storage closet with the existing room, as well as new furniture, lighting, carpet, and fixtures.

**CITY OF APPLETON 2024 BUDGET  
SPECIAL REVENUE FUNDS**

**Health Grants - COVID-19 Pandemic Response**

**Business Unit 2773, 2774, 2775, 2776**

**PROGRAM BUDGET SUMMARY**

Description	Actual		Budget		
	2021	2022	Adopted 2023	Amended 2023	2024
<b>Revenues</b>					
422500 Health Grants & Aids	\$ 504,670	\$ 283,945	\$ 458,207	\$ 458,207	\$ 460,253
501000 Miscellaneous Revenue	18,130	-	-	-	-
503500 Other Reimbursements	104,835	-	-	-	-
<b>Total Revenue</b>	<b>\$ 627,635</b>	<b>\$ 283,945</b>	<b>\$ 458,207</b>	<b>\$ 458,207</b>	<b>\$ 460,253</b>
<b>Expenses</b>					
610100 Regular Salaries	\$ 137,029	\$ 121,450	\$ 175,505	\$ 175,505	\$ 129,850
610500 Overtime	15,369	-	-	-	-
610800 Part Time	169,739	28,993	-	-	-
615000 Fringes	32,699	28,098	35,324	35,324	25,767
620100 Training/Conferences	-	41,130	17,050	17,050	19,050
620500 Employee Recruitment	1,547	-	-	-	-
620600 Parking Permits	713	219	480	480	-
630100 Office Supplies	457	4,115	2,000	2,000	2,000
630300 Memberships & Licenses	-	464	50	50	2,250
631603 Other Misc. Supplies	94,299	7,801	-	-	2,000
632002 Outside Printing	15,479	-	1,000	1,000	1,000
632400 Medical/Lab Supplies	900	942	2,000	2,000	-
632700 Miscellaneous Equipment	265	22,214	-	-	50,000
641308 Cellular Phones	-	958	241	241	-
641400 Janitorial Service	2,898	-	-	-	-
642400 Software Support	187	120	-	-	47,004
642501 CEA Operations/Maint.	-	-	1,481	1,481	-
642502 CEA Depreciation/Replace.	-	-	776	776	-
643100 Interpreter Services	-	-	300	300	1,000
659900 Other Contracts	156,054	27,443	7,000	7,000	12,000
680300 Buildings	-	-	215,000	215,000	122,668
791100 Transfer Out - General Fund	-	-	-	-	45,664
<b>Total Expense</b>	<b>\$ 627,635</b>	<b>\$ 283,947</b>	<b>\$ 458,207</b>	<b>\$ 458,207</b>	<b>\$ 460,253</b>

**DETAILED SUMMARY OF 2024 PROPOSED EXPENDITURES > \$15,000**

Training/Conferences

National Association of County and City Health Officials	\$ 6,000
American Public Health Association	13,050
	<u>\$ 19,050</u>

Miscellaneous Equipment

Computer Replacement and other site and field technology needs	\$ 50,000
	<u>\$ 50,000</u>

Software Support

Patient Health Record	\$ 47,004
	<u>\$ 47,004</u>

Buildings

Health Department Interior Finishes and Furniture	\$ 122,668
	<u>\$ 122,668</u>

**CITY OF APPLETON 2024 BUDGET**

**SPECIAL REVENUE FUNDS**

**Health Grants - Bioterrorism Grant**

**Business Unit 2780**

**PROGRAM MISSION**

Provide a regional approach to all hazard emergency preparedness. Appleton provides staff support to the NEW (Northeast Wisconsin) Public Health Preparedness Partnership, comprised of Appleton and four area health departments.

**PROGRAM NARRATIVE**

**Link to City Goals:**

Implements Key Strategy #2: "Encourage active community participation and involvement".

**Objectives:**

Prepare and train for public health emergencies which may result from terrorist activity or naturally occurring events such as an influenza pandemic.

Prepare response plans which integrate and compliment local Emergency Operations Plans (EOP) or Emergency Support Functions (ESF).

Establish and maintain 24/7 response capacity.

Encourage and support a regional response to communicable disease prevention, response and recovery.

**Major changes in Revenue, Expenditures or Programs:**

No major changes.

**CITY OF APPLETON 2024 BUDGET  
SPECIAL REVENUE FUNDS**

**Health Grants - Bioterrorism Grant**

**Business Unit 2780**

**PROGRAM BUDGET SUMMARY**

Description	Actual		Budget		
	2021	2022	Adopted 2023	Amended 2023	2024
<b>Revenues</b>					
422500 Health Grants & Aids	\$ 82,757	\$ 80,688	\$ 88,576	\$ 88,576	\$ 92,765
490800 Misc Intergov Charges	275	5,683	18,000	18,000	18,000
503500 Other Reimbursements	620	-	-	-	-
<b>Total Revenue</b>	<b>\$ 83,652</b>	<b>\$ 86,371</b>	<b>\$ 106,576</b>	<b>\$ 106,576</b>	<b>\$ 110,765</b>
<b>Expenses</b>					
610100 Regular Salaries	\$ 57,406	\$ 69,789	\$ 85,389	\$ 85,389	\$ 87,860
615000 Fringes	13,738	16,381	20,166	20,166	21,884
620100 Training/Conferences	2,906	2,396	-	-	-
620600 Parking Permits	493	420	480	480	480
631603 Other Misc. Supplies	893	-	50	50	50
641307 Telephone	237	239	250	250	250
641308 Cellular Phones	312	264	241	241	241
642000 Facilities Charges	4,507	-	-	-	-
659900 Other Contracts	3,160	-	-	-	-
<b>Total Expense</b>	<b>\$ 83,652</b>	<b>\$ 89,489</b>	<b>\$ 106,576</b>	<b>\$ 106,576</b>	<b>\$ 110,765</b>

**DETAILED SUMMARY OF 2024 PROPOSED EXPENDITURES > \$15,000**

None

**CITY OF APPLETON 2024 BUDGET  
HEALTH GRANTS**

	2021 <u>ACTUAL</u>	2022 <u>ACTUAL</u>	2023 <u>YTD ACTUAL</u>	2023 <u>ORIG BUD</u>	2023 <u>REVISED BUD</u>	2024 <u>BUDGET</u>
<b>Program Revenues</b>						
422400 Misc. State Aids	-	-	-	-	-	-
422500 Health Grants & Aids	656,433	448,058	(66,198)	624,879	624,879	632,517
490800 Misc. Intergovernmental Charges	274	5,683	6,000	18,000	18,000	18,000
501000 Miscellaneous Revenue	18,131	-	-	-	-	-
503500 Other Reimbursements	<u>105,455</u>	<u>1,220</u>	-	-	-	-
<b>TOTAL PROGRAM REVENUES</b>	<b>780,293</b>	<b>454,961</b>	<b>(60,198)</b>	<b>642,879</b>	<b>642,879</b>	<b>650,517</b>
<b>Personnel</b>						
610100 Regular Salaries	220,650	216,820	54,398	301,692	301,692	256,502
610400 Call Time	-	-	-	-	-	-
610500 Overtime	15,369	-	-	-	-	-
610800 Part-Time Wages	178,589	53,904	9,985	17,541	18,026	24,366
611000 Other Compensation	-	-	-	-	-	-
611400 Sick Pay	-	-	-	-	-	-
611500 Vacation Pay	13,716	13,843	4,257	-	-	-
615000 Fringes	<u>53,892</u>	<u>53,824</u>	<u>15,084</u>	<u>65,623</u>	<u>65,623</u>	<u>57,882</u>
<b>TOTAL PERSONNEL</b>	<b>482,216</b>	<b>338,391</b>	<b>83,724</b>	<b>384,856</b>	<b>385,341</b>	<b>338,750</b>
<b>Training~Travel</b>						
620100 Training/Conferences	6,158	46,953	8,054	25,410	26,391	20,824
620200 Mileage Reimbursement	-	-	-	-	-	-
620500 Employee Recruitment	1,547	-	-	-	-	-
620600 Parking Permits	<u>1,206</u>	<u>639</u>	-	<u>960</u>	<u>960</u>	<u>480</u>
<b>TOTAL TRAINING / TRAVEL</b>	<b>8,911</b>	<b>47,592</b>	<b>8,054</b>	<b>26,370</b>	<b>27,351</b>	<b>21,304</b>
<b>Supplies</b>						
630100 Office Supplies	1,171	4,115	-	2,000	2,000	2,000
630300 Memberships & Licenses	-	464	20	50	50	2,250
630700 Food & Provisions	-	-	-	-	-	-
631603 Other Misc. Supplies	100,805	7,801	10	50	50	2,050
632001 City Copy Charges	-	-	-	-	-	-
632002 Outside Printing	15,479	-	-	1,000	1,000	1,000
632102 Protective Clothing	-	-	-	-	-	-
632400 Medical/Lab Supplies	4,093	7,261	809	3,264	3,264	-
632700 Miscellaneous Equipment	<u>265</u>	<u>22,214</u>	<u>15,692</u>	-	-	<u>50,000</u>
<b>TOTAL SUPPLIES</b>	<b>121,813</b>	<b>41,855</b>	<b>16,531</b>	<b>6,364</b>	<b>6,364</b>	<b>57,300</b>
<b>Purchased Services</b>						
640100 Accounting/Audit Fees	-	-	-	-	-	-
640201 Attorney Fees	-	-	-	-	-	-
640400 Consulting Services	-	-	-	-	-	-
641307 Telephone	237	239	52	250	250	250
641308 Cellular Phones	312	1,222	341	482	482	241
641400 Janitorial Service	-	-	-	-	-	-
641600 Building Repairs & Maint.	-	-	-	-	-	-
642000 Facilities Charges	7,404	-	-	-	-	122,668
642400 Software Support	187	120	468	-	-	47,004
642501 CEA Operations/Maint.	-	-	-	1,481	1,481	-
642502 CEA Depreciation/Replace.	-	-	-	776	776	-
643100 Interpreter Services	-	-	-	300	300	1,000
659900 Other Contracts/Obligations	159,214	27,443	10,193	7,000	7,000	12,000
680300 Buildings	-	-	-	<u>215,000</u>	<u>215,000</u>	-
<b>TOTAL PURCHASED SVCS</b>	<b>167,354</b>	<b>29,024</b>	<b>11,054</b>	<b>225,289</b>	<b>225,289</b>	<b>183,163</b>
<b>Transfers</b>						
791100 Transfer Out - General Fund	-	-	-	-	-	50,000
<b>TOTAL TRANSFERS</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>50,000</b>
<b>TOTAL EXPENSE</b>	<b><u>780,294</u></b>	<b><u>456,862</u></b>	<b><u>119,363</u></b>	<b><u>642,879</u></b>	<b><u>644,345</u></b>	<b><u>650,517</u></b>

**CITY OF APPLETON 2024 BUDGET**  
**HEALTH GRANTS**  
**SPECIAL REVENUE FUNDS**  
**SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE (DEFICIT)**

<b>Revenues</b>	2021 Actual	2022 Actual	2023 Budget	2023 Projected	2024 Budget
Intergovernmental	* \$ 656,433	\$ 448,058	\$ 624,879	\$ 624,879	\$ 632,517
Charges for Service	275	5,683	18,000	18,000	18,000
Miscellaneous Revenue	-	-	-	-	-
Other Reimbursements	123,586	1,220	-	-	-
Total Revenues	<u>780,294</u>	<u>454,961</u>	<u>642,879</u>	<u>642,879</u>	<u>650,517</u>
<b>Expenses</b>					
Program Costs	780,294	456,862	642,879	644,345	650,517
Total Expenses	<u>780,294</u>	<u>456,862</u>	<u>642,879</u>	<u>644,345</u>	<u>650,517</u>
Revenues over (under) Expenses	-	(1,901)	-	(1,466)	-
Fund Balance - Beginning	<u>52,799</u>	<u>52,799</u>	<u>50,898</u>	<u>50,898</u>	<u>49,432</u>
Fund Balance - Ending	<u>\$ 52,799</u>	<u>\$ 50,898</u>	<u>\$ 50,898</u>	<u>\$ 49,432</u>	<u>\$ 49,432</u>







**APPLETON  
HEALTH DEPARTMENT**  
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920.832.6499  
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**To: Board of Health & HR/IT Committee**

**From: Charles E. Sepers, Jr., Ph.D., M.P.H., Health Officer & Director, Appleton Health Department**  
**Polly Olson, Police Chief, Appleton Police Department**

**Date: Wednesday, December 6, 2023**

**RE: Community Resource Navigator Table of Organization Request**

### **Background**

The Appleton Health Department have been closely partnered with the Appleton Police Department to improve the City's efforts to address persons experiencing homelessness within Appleton. In 2023, the Appleton Common Council approved moving the Coordinated Entry Specialist position from the Department of Community and Economic Development to the Appleton Health Department table of organization, and to embed within the Appleton Police Department.

The Appleton Police Department receives an increasing number of calls concerning individuals experiencing homelessness who, while not engaging in criminal activities, are in need of support to meet their basic necessities and secure shelter. Utilizing police officers to direct those experiencing homelessness to obtain services diverts critical law enforcement assets away from law enforcement activity and fails to provide a tailored response for the residents being served. Creating a new Community Resource Navigator position would address these issues by better preserving the Appleton Police Department's law enforcement resources for criminal activity and provide a vital link between individuals experiencing homelessness and the myriad of individualized services available within the Region. This role would be well suited to respond to the needs of residents in crisis and connect residents with support and services to address their short- and long-term needs.

### **Goals of the Position**

1. **Addressing Community Needs:** There is an increasing need in Appleton to respond effectively to individuals experiencing homelessness and other crisis situations. This role is essential for providing necessary resources to ensure the basic needs and safety of these individuals.
2. **Reducing Non-Criminal Police Calls:** The Appleton Police Department (PD) has noted a rise in calls related to individuals experiencing homelessness. These individuals often do not require law enforcement intervention but need support and resources to secure shelter and other basic

necessities. The Community Resource Navigator can significantly reduce these non-criminal calls, allowing the police to focus on more pressing law enforcement matters.

3. **Streamlining Support Services:** One of the primary goals of this position is to decrease duplicate calls to police for individual clients. The Navigator will be instrumental in identifying clients and connecting them efficiently with service providers that meet their specific needs.
4. **Long-Term Support and Planning:** This role is not only about addressing immediate needs but also ensuring long-term support for residents in crisis. By connecting residents with the right services and support, the Navigator will contribute to their long-term stability and well-being.
5. **Knowledge Repository:** The Community Resource Navigator will serve as a central repository of knowledge about services and resources available to residents. This centralization of information will enhance the City's ability to assist residents efficiently.

### **Funding**

The Appleton Health Department and the Appleton Police Department have submitted a joint application to the Department of Community and Economic Development for HUD's Community Development Block Grant for \$86,550 to cover this position. The position is expected to be funded annually by CDBG dollars, ensuring continuity and stability in service provision. While the available amount may vary depending on HUD's annual allocation, the role is projected to be a sustainable and integral part of community services by supplementing any shortfalls with available resources.

### **Conclusion**

The Appleton Health Department and the Appleton Police Department request adding a 1.0 FTE Community Resource Navigator, under the Appleton Health Department's Community Health Section, to be supervised by the Community Health Supervisor. Creating this position is a strategic move to enhance the City's capacity to address non-criminal but critical community needs. This role will not only alleviate the burden on the police department but also ensure that individuals in crisis receive the appropriate support and services. This investment aligns with our commitment to public service and community well-being. Staff recommend your approval of the creation of this position for the betterment of Appleton's community services.

Please let us know if you have any questions.

Charles E. Sepers, Jr. [charles.sepers@appleton.org](mailto:charles.sepers@appleton.org)

Polly Olson [polly.olson@appleton.org](mailto:polly.olson@appleton.org)



# Community Resource Navigator

Class Code:

Bargaining Unit: Non-union

CITY OF APPLETON  
Revision Date:

## SALARY RANGE

Hourly \$25.58-\$35.80

## NATURE OF WORK:

The goal of this position is to assist individuals and families in accessing vital services and resources in their community. The Community Resource Navigator will serve as a valuable link between our organization and the communities we serve, identifying resources, building relationships and sharing resources to help individuals and families overcome challenges and barriers they may face accessing resources in their community. Work is performed under the general supervision of the Community Health Supervisor.

## JOB FUNCTIONS:

### Essential Job Functions

#### Communication:

1. **Direct Assistance and Referral:** Offer direct assistance to unhoused persons, providing clear, accurate, and timely information about available resources. Guide clients through the process of accessing these resources, including navigating bureaucratic and administrative processes.
2. **Crisis Intervention:** Provide immediate support and assistance to individuals in crisis situations, with a focus on securing basic needs and safety.

#### Data Analytics and Assessment:

3. **Resource Identification and Coordination:** Research, identify, and maintain current knowledge of resources specifically for unhoused individuals, including housing, healthcare, food access, and other basic needs. Develop and update a comprehensive Resource Directory in collaboration with community partners.

#### Community Partnership:

4. **Community Engagement and Relationship Building:** Establish and maintain relationships with key community stakeholders, including local shelters, food banks, healthcare providers, and other relevant organizations. Participate in community events to raise awareness and connect with those in need.
5. **Travel and Outreach:** Regularly travel within the community to meet with clients, attend meetings, and participate in outreach events.

#### Leadership and Systems:

6. **Collaboration and Teamwork:** Work closely with other departments within the City of Appleton, as well as external agencies, to ensure a coordinated and efficient approach to service delivery for unhoused populations.

#### Health Equity:

7. **Cultural Competency and Inclusivity:** Demonstrate sensitivity and understanding of the diverse backgrounds and needs of unhoused populations. Ensure that services are inclusive and accessible to all.

**Data Analytics and Assessment Skills:**

8. **Documentation and Reporting:** Accurately complete all required documentation, including client interaction logs, and submit reports in a timely manner.

**Other Job Functions**

9. Maintains regular punctual and predictable attendance, works overtime and extra hours as required.

**REQUIREMENTS OF WORK:**

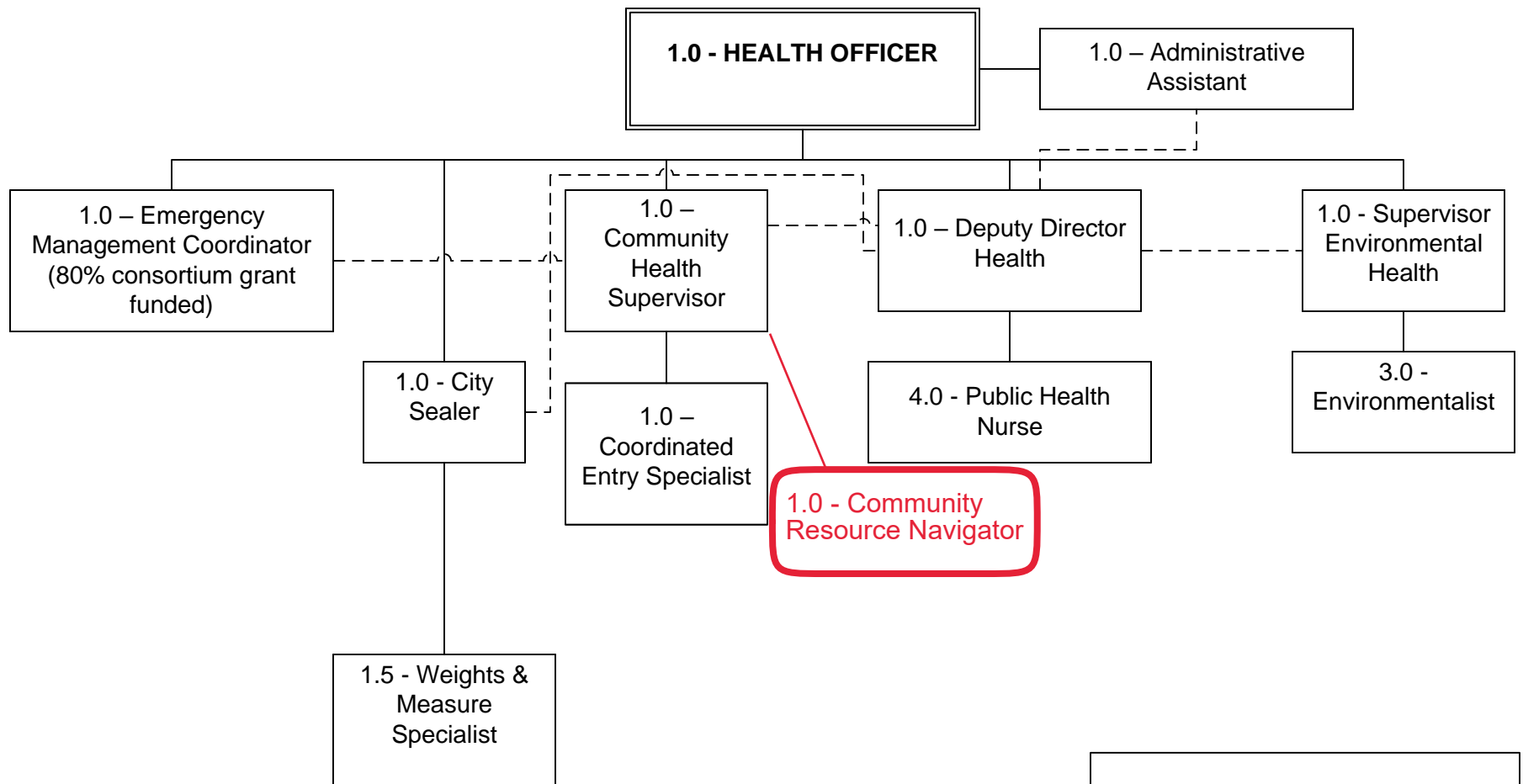
Bachelor's degree in social work, psychology, sociology, or a related field, with a focus on homelessness or poverty alleviation preferred; or any combination of education, experience, and training which provides the following knowledge, abilities, and skills:

- Strong communication, interpersonal, and active listening skills.
- Deep empathy, compassion, and a dedicated commitment to assisting unhoused individuals.
- Extensive knowledge of community resources and services, especially those catering to the basic needs of unhoused persons.
- Cultural competence and experience in working with diverse and marginalized populations.
- Excellent organizational and time-management skills, with the ability to respond effectively to urgent needs.
- Flexibility to work irregular hours, including weekends and evenings, to meet the needs of unhoused persons.
- Proficiency in software and database management pertinent to resource navigation and client tracking.
- Valid Wisconsin driver's license and reliable transportation, suitable for reaching various parts of the community.

**SUPPLEMENTAL INFORMATION:*****Competencies***

To learn more about these competencies click [here](#)

**JOB TASK ANALYSIS:**



Approved 7/19/2023



# MEMORANDUM

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TO: Community and Economic Development Committee (CEDC)

FROM: Kara Homan, AICP Director of Community & Economic Development

DATE: December 13, 2023

RE: Resolution of Support to allow Fox Commons Properties, LLC to pursue WEDC CDI Grants to develop “Fox Den” Public Market

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Dark Horse Development and Boldt Holdings (Developers)/Fox Commons Properties, LLC (Owner/Applicant) is requesting the City provide a resolution of support (attached) for their Wisconsin Economic Development Corporation (WEDC) Community Development Investment (CDI) Grant Application. An overview of the WEDC CDI Grant program is attached to this memo.

The developer is pursuing CDI grant funding to support enhancements to the central atrium of the “Fox Commons”; and to develop a public market, termed “Fox Den” on level one of “Fox Commons.” An overview of their CDI Grant proposal and a conceptual diagram of “Fox Den” are attached.

In the past, the WEDC required the municipality to serve as the grant applicant, and ‘pass thru’ grant funding to the private developer. Recently, the WEDC shifted their grant process, allowing the private developer to be the applicant, so long as resolution of support from the municipality is provided. Under the new model, there is no administrative burden nor fiscal impact to the City of Appleton.

We have determined the proposal aligns with both the College North Neighborhood Plan, as well as the City’s Comprehensive Plan recommendations, as follows:

“Enhancing the City Center Plaza is seen as an opportunity to support a more livable downtown. Incorporating a public market into the existing plaza... is seen as an opportunity to help activate the space and provide additional services to the growing number of downtown residents.”

- *Appleton Comprehensive Plan pg 292*

“The conceptual vision involves increasing the transparency of the structure to promote the visual connectivity to the street and to permit the activity to “spill out” to the streets and engage pedestrians. The planning process identified strong support for a public market concept, which would create another year-round attraction in the heart of downtown.”

- *Appleton Comprehensive Plan pg 317*

**“Development Concept #28. City Center Plaza.** Addressed by the City’s Downtown Plan, the City Center is a key feature of the downtown redevelopment framework in the creation of a linear pedestrian friendly corridor more prominently linking the library and College Ave.

Adaptive enhancements should include:

- Remodeling the interior space to direct people between College Avenue and the Public Library.”

*-College North Neighborhood Plan pg 38*

**Staff Recommendation:**

The Resolution of Support for the Dark Horse Development/Fox Commons Properties, LLC WEDC CDI grant application **BE APPROVED**.

Attachments:

Resolution of Support

Fox Den Project Overview

Fox Preliminary Design Concept

WEDC CDI Grant Overview



**Resolution No. 2023-05**

**SUPPORT AND AUTHORIZE THE SUBMITTAL OF A COMMUNITY DEVELOPMENT INVESTMENT (CDI) GRANT TO THE WISCONSIN ECONOMIC DEVELOPMENT CORPORATION (WEDC) BY FOX COMMONS PROPERTIES, LLC**

**WHEREAS**, the Wisconsin Economic Development Corporation (WEDC) provides Community Development Investment (CDI) Grants in support of urban, small city, and rural community shovel-ready projects with an emphasis on downtown community-driven efforts; and

**WHEREAS**, as part of the grant process, the applicant must receive authorization from their municipality's governing body to submit an application to the CDI Grant program; and

**WHEREAS**, Dark Horse Development and Boldt Holdings (developers)/Fox Commons Properties, LLC (applicant/owner) has recently purchased 10 W. College Avenue, Appleton, Wisconsin; and

**WHEREAS**, it is the desire of the applicant to pursue CDI Grant monies for the renovation of this property to include enhancements to the central atrium and development of "Fox Den", a public market; and

**WHEREAS**, the applicant is already working in partnership with the City of Appleton as part of an existing Development Agreement related to the overall redevelopment of the former City Center Plaza/Avenue Mall into "Fox Commons".

**NOW, THEREFORE, BE IT RESOLVED**, by the Common Council of the City of Appleton that as the governing body of the City of Appleton, they do hereby support and authorize the submittal of a CDI Grant application to the WEDC by Fox Commons Properties, LLC for the property located at 10 W. College Avenue, Appleton, Wisconsin.

**BE IT FURTHER RESOLVED**, that the Mayor and City Clerk are hereby authorized and directed to assist with the grant process as deemed necessary by the WEDC.

Adopted this \_\_\_\_\_ day of December 2023.

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Jacob A. Woodford, Mayor

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Attest: Kami Lynch, City Clerk

11/20/23

**Community & Economic Development Dept.**

100 N. Appleton St, Appleton, WI 54911

Dear Community & Economic Development Dept.,

Below is the executive summary for the Fox Commons development, for the CDI Grant Letter of Resolution request.

Dark Horse Development and Boldt are redeveloping Appleton’s City Center Plaza into a community-centric space, renamed Fox Commons. Encompassing 185,000 square feet, this urban mixed-use space will host a variety of tenants, including student housing, educational centers, retail, as well as commercial and medical establishments.

A cornerstone to Fox Commons is the proposed Fox Den—a 10,000+ sqft public market, focusing on wholesome food choices and local, micro-retail shops. Located on the first floor of Fox Commons, Fox Den will be a melting pot of diverse vendors and skilled food artisans, providing visitors with a variety of meals and shopping adventures. With designated activity areas, Fox Den promises family-friendly entertainment, such as bag toss, live shows, trivia games, and movie evenings.

Plans for Fox Commons include a revitalization of the central atrium. This redesign will integrate a community stage, public seating areas, and aim to create an inviting atmosphere. It seeks to connect Appleton’s main street with the College North Neighborhood development, replacing existing escalators with a pedestrian thoroughfare. This will link the new library and diverse housing options directly to Appleton’s downtown and the Fox Den, enhancing connectivity and walkability in the downtown area, thereby stimulating further economic growth.

“The atrium design will allow for a critical connection point between the North College Neighborhood that will soon be home to a newly redeveloped library, an updated city transit center, and several mixed-use residential and commercial developments with the core of the College Ave business district. This important connectivity will help to promote increased use of the transit and greater accessibility for downtown residents, employees, and guests.”

-Appleton Downtown Inc.

The transformation of Fox Commons is bolstered by strong public and private partnerships. It aligns with the city’s developmental strategies, including the Appleton Comprehensive Plan and the College North Neighborhood Plan, and has garnered substantial community support.

“On behalf of the Fox Cities Chamber, we write to express our support for the grant application submitted by Dark Horse Development and Boldt in support of the Fox Commons Public Market and Atrium expansion project. Dark Horse and Boldt are redeveloping Appleton’s City Center Plaza, to transform the 185,000 square foot building into Fox Commons, a vibrant urban mixed-use space. Fox Commons will encompass student housing and educational centers, retail, as well as commercial and medical facilities.”

-Fox Valley Chamber of Commerce

Dark Horse and Boldt are seeking the support of the Community Development Incentive Grant, to aid in the creation of the Fox Den and the central atrium. The financial backing sought will facilitate the integration of superior quality finishings, thereby enhancing the ambiance and overall experience within the central atrium and the adjoining Fox Den food hall. This funding will also mitigate the financial strain resulting from reduced rental income, a direct

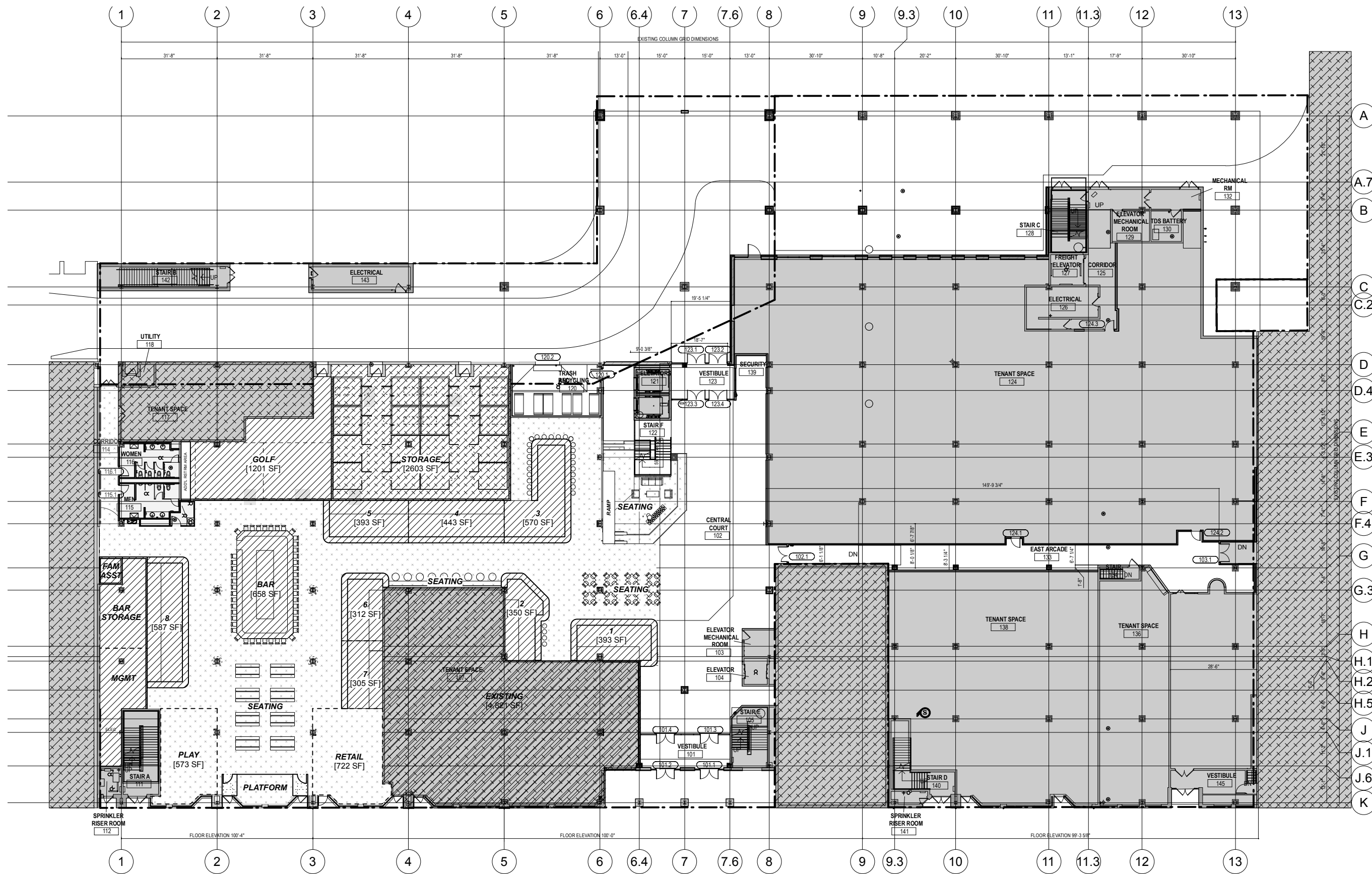
consequence of dedicating larger spaces for public use. The viability of this venture is dependent on the support from the CDI Grant, without which it would not be financially sustainable.

Warm regards,

A handwritten signature in black ink, appearing to read 'Samuel Schmidt', written in a cursive style.

**Samuel Schmidt**

VP BUSINESS DEVELOPMENT, DARK HORSE DEVELOPMENT



THE KUBALA WASHATKO  
 ARCHITECTS, INC.  
 W61 N617 Mequon Avenue  
 Cedarburg, WI 53012  
 262-377-6039

# Fox Den Foodhall - Preliminary Concept Design

10 W. College Ave.  
 Appleton, WI 54911

DATE:  
 11.29.2023  
 PROJECT NO:  
 262323.00

**A0.0**

# COMMUNITY DEVELOPMENT INVESTMENT GRANT

## BUILDING VIBRANT COMMUNITIES IN WISCONSIN

The Wisconsin Economic Development Corporation's (WEDC's) **Community Development Investment (CDI) Grant Program** helps transform communities by funding projects that mobilize people and resources to inspire positive and substantive local development.

### How it works

The CDI Grant Program will support urban, small city, and rural community (re)development efforts by providing financial incentives for catalytic shovel-ready projects with emphasis on, but not limited to, community-driven commercial corridor efforts. The maximum grant amount is generally \$250,000. Grant recipients must provide a minimum 3:1 matching investment in project costs; projects located in a designated economically distressed community, a Development Opportunity Zone, or a rural community must provide a minimum 1:1 matching investment. Additionally, a project where a key component is to provide child care services or expand housing availability may also be approved by WEDC to provide 1:1 matching funds.

### Eligibility requirements

Grant recipients must demonstrate significant, measurable benefits in job opportunities, property values, and/or leveraged investment by local and private partners in at least one of the following efforts:

- Development of a significant destination attraction
- Rehabilitation and reuse of an underutilized or landmark building
- Infill development
- Historic preservation
- Infrastructure efforts providing substantial benefits to downtown residents/property owners
- Mixed-use development

### Eligible activities

CDI Grant funds may be used for the following activities:

- Building renovation
- Historic preservation
- Demolition
- New construction
- Infrastructure improvements

## LEARN MORE

For more information about becoming eligible for the Community Development Investment Grant Program, contact a Wisconsin Economic Development Corporation (WEDC) regional economic development director.

You can find the list of regional directors and territories covered at [wedc.org/regional](http://wedc.org/regional).

## Department of Public Works – Engineering Division

### MEMO

**TO:** Utilities Committee

**FROM:** Danielle Block, Director of Public Works  
Pete Neuberger, Deputy Director of Public Works

**DATE:** November 28, 2023

**RE:** Award of 2024A Stormwater Consulting Services Contract for 2024 Stormwater Management Plan Reviews to Brown and Caldwell in an amount not to exceed \$50,000. Award of 2024B Stormwater Consulting Services Contract for 2024 Stormwater Management Plan Reviews to raSmith in an amount not to exceed \$50,000.

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The Department of Public Works (DPW) is requesting approval of the 2024A Stormwater Consulting Services Contract with Brown and Caldwell (BC) for 2024 Stormwater Management Plan reviews in an amount not to exceed \$50,000. DPW is requesting approval of the 2024B Stormwater Consulting Services Contract with raSmith for 2024 Stormwater Management Plan reviews in an amount not to exceed \$50,000.

The scope of work provided will vary based on submittals received for review. Actual costs will be charged to the City on a time and material basis. This is the first of several stormwater contracts DPW anticipates bringing forward for 2024. After this contract, \$1,236,000 will remain in the 2024 stormwater consulting services budget.

DPW solicited proposals from four engineering firms and received proposals from two of the firms. Technical proposals were rated on a 100-point scale on the following criteria: Related Experience, Project Team, Project Understanding and Approach, and Schedule. Proposals were evaluated by a City review team consisting of City Engineer Pete Neuberger and Assistant City Engineer Mark Lahay.

<u>Rank</u>	<u>Firm</u>	<u>Score</u>
1.	Brown and Caldwell	97.0
2.	raSmith	85.5

2024A and 2024B Stormwater Awards

November 28, 2023

-Page 2-

After initial technical scoring, staff reviewed the compensation proposals provided by both firms. Based on a weighted distribution of assigned project team staff hours, DPW determined an average billable hourly rate of \$169.52 for BC and \$138.10 for raSmith. To rate estimated relative cost-effectiveness DPW then calculated a Price per Point for BC at \$1.75 and for raSmith at \$1.62.

Since 2020, DPW has contracted each year with two review consultants. This has allowed DPW to assign a given project to whichever consultant that staff deems best positioned to conduct the review, in consideration of such factors as workload and familiarity with project specifics. In staff's estimation, this has provided for a more cost-effective approach with quicker turnaround times than could be achieved with one firm. It also provides for an alternative in (historically rare) instances of potential conflicts of interest. BC and raSmith are the two review consultants that DPW has used this way during the past four years.

Based on the proposals and the work performed by both firms over the past four years, staff is confident that contracting with both firms and assigning reviews on a case-by-case basis provides the best option to deliver reviews in a cost-effective and timely manner for 2024.

The Request for Proposals states: *“With satisfactory performance by the selected consultant(s) and consistent staffing, the selected consultant(s) may be contracted for this same work in 2025-2028 (five year maximum) without an RFP process.”* Therefore, if approved, and with satisfactory performance by the consultants, DPW staff anticipate negotiating contracts without an RFP process with BC and/or raSmith for 2025-2028 Stormwater Management Plan Reviews, subject to Utilities Committee and Common Council approval at the appropriate times.

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# MEMORANDUM

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TO: Alder Fenton, CEDC Committee Chair  
Alder Hartzheim, HR/IT Committee Chair

FROM: Kara Homan, AICP, Director of Community & Economic Development  
Matt Tooke, City Assessor

DATE: December 5, 2023

RE: Request to Over hire Real Estate Property Lister Position

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**Background/Overview:**

Karen Pietila, our current Real Estate Property Lister, has tendered her retirement notice effective January 26, 2024. Karen is the only person within the city that performs work in this functional area. To adequately prepare her replacement to fill the duties required of this position, we are requesting to over hire. Ideally, we are aiming to have this person selected and prepared to start as early as January 2<sup>nd</sup>, 2024.

The Real Estate Property Lister position is a critical position to ensure accurate property/ownership records, which is needed for accurate assessments and tax/utility bills. Timely & accurate completion of work related to this function is necessary and ties into various other functions of the city.

The funds for this over hire would be from salary savings due to a targeted “earliest” start date for the new Code Compliance Inspector of January 29, 2024. Given both the Real Estate Property Lister position, and the Code Compliance Inspector position are Grade 5, 1 month’s cost for both positions are estimated to be nearly the same.

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

**Staff Request:**

CED and HR staff request approval of the proposed request to over hire the Real Estate Property Lister Position.



**APPLETON  
HEALTH DEPARTMENT**  
**ADDRESS**  
100 N APPLETON STREET  
APPLETON, WI 54911-4799  
**PHONE**  
920.832.6499  
**FAX**  
920.832.5853  
**WEBSITE**  
WWW.APPLETON.ORG

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**To: Board of Health & HR/IT Committee**

**From: Charles E. Sepers, Jr., Ph.D., M.P.H., Health Officer & Director, Appleton Health Department  
Polly Olson, Police Chief, Appleton Police Department**

**Date: Wednesday, December 6, 2023**

**RE: Community Resource Navigator Table of Organization Request**

### **Background**

The Appleton Health Department have been closely partnered with the Appleton Police Department to improve the City's efforts to address persons experiencing homelessness within Appleton. In 2023, the Appleton Common Council approved moving the Coordinated Entry Specialist position from the Department of Community and Economic Development to the Appleton Health Department table of organization, and to embed within the Appleton Police Department.

The Appleton Police Department receives an increasing number of calls concerning individuals experiencing homelessness who, while not engaging in criminal activities, are in need of support to meet their basic necessities and secure shelter. Utilizing police officers to direct those experiencing homelessness to obtain services diverts critical law enforcement assets away from law enforcement activity and fails to provide a tailored response for the residents being served. Creating a new Community Resource Navigator position would address these issues by better preserving the Appleton Police Department's law enforcement resources for criminal activity and provide a vital link between individuals experiencing homelessness and the myriad of individualized services available within the Region. This role would be well suited to respond to the needs of residents in crisis and connect residents with support and services to address their short- and long-term needs.

### **Goals of the Position**

1. **Addressing Community Needs:** There is an increasing need in Appleton to respond effectively to individuals experiencing homelessness and other crisis situations. This role is essential for providing necessary resources to ensure the basic needs and safety of these individuals.
2. **Reducing Non-Criminal Police Calls:** The Appleton Police Department (PD) has noted a rise in calls related to individuals experiencing homelessness. These individuals often do not require law enforcement intervention but need support and resources to secure shelter and other basic

necessities. The Community Resource Navigator can significantly reduce these non-criminal calls, allowing the police to focus on more pressing law enforcement matters.

3. **Streamlining Support Services:** One of the primary goals of this position is to decrease duplicate calls to police for individual clients. The Navigator will be instrumental in identifying clients and connecting them efficiently with service providers that meet their specific needs.
4. **Long-Term Support and Planning:** This role is not only about addressing immediate needs but also ensuring long-term support for residents in crisis. By connecting residents with the right services and support, the Navigator will contribute to their long-term stability and well-being.
5. **Knowledge Repository:** The Community Resource Navigator will serve as a central repository of knowledge about services and resources available to residents. This centralization of information will enhance the City's ability to assist residents efficiently.

### **Funding**

The Appleton Health Department and the Appleton Police Department have submitted a joint application to the Department of Community and Economic Development for HUD's Community Development Block Grant for \$86,550 to cover this position. The position is expected to be funded annually by CDBG dollars, ensuring continuity and stability in service provision. While the available amount may vary depending on HUD's annual allocation, the role is projected to be a sustainable and integral part of community services by supplementing any shortfalls with available resources.

### **Conclusion**

The Appleton Health Department and the Appleton Police Department request adding a 1.0 FTE Community Resource Navigator, under the Appleton Health Department's Community Health Section, to be supervised by the Community Health Supervisor. Creating this position is a strategic move to enhance the City's capacity to address non-criminal but critical community needs. This role will not only alleviate the burden on the police department but also ensure that individuals in crisis receive the appropriate support and services. This investment aligns with our commitment to public service and community well-being. Staff recommend your approval of the creation of this position for the betterment of Appleton's community services.

Please let us know if you have any questions.

Charles E. Sepers, Jr. [charles.sepers@appleton.org](mailto:charles.sepers@appleton.org)

Polly Olson [polly.olson@appleton.org](mailto:polly.olson@appleton.org)



# Community Resource Navigator

Class Code:

Bargaining Unit: Non-union

CITY OF APPLETON  
Revision Date:

## SALARY RANGE

Hourly \$25.58-\$35.80

## NATURE OF WORK:

The goal of this position is to assist individuals and families in accessing vital services and resources in their community. The Community Resource Navigator will serve as a valuable link between our organization and the communities we serve, identifying resources, building relationships and sharing resources to help individuals and families overcome challenges and barriers they may face accessing resources in their community. Work is performed under the general supervision of the Community Health Supervisor.

## JOB FUNCTIONS:

### Essential Job Functions

#### Communication:

1. **Direct Assistance and Referral:** Offer direct assistance to unhoused persons, providing clear, accurate, and timely information about available resources. Guide clients through the process of accessing these resources, including navigating bureaucratic and administrative processes.
2. **Crisis Intervention:** Provide immediate support and assistance to individuals in crisis situations, with a focus on securing basic needs and safety.

#### Data Analytics and Assessment:

3. **Resource Identification and Coordination:** Research, identify, and maintain current knowledge of resources specifically for unhoused individuals, including housing, healthcare, food access, and other basic needs. Develop and update a comprehensive Resource Directory in collaboration with community partners.

#### Community Partnership:

4. **Community Engagement and Relationship Building:** Establish and maintain relationships with key community stakeholders, including local shelters, food banks, healthcare providers, and other relevant organizations. Participate in community events to raise awareness and connect with those in need.
5. **Travel and Outreach:** Regularly travel within the community to meet with clients, attend meetings, and participate in outreach events.

#### Leadership and Systems:

6. **Collaboration and Teamwork:** Work closely with other departments within the City of Appleton, as well as external agencies, to ensure a coordinated and efficient approach to service delivery for unhoused populations.

#### Health Equity:

7. **Cultural Competency and Inclusivity:** Demonstrate sensitivity and understanding of the diverse backgrounds and needs of unhoused populations. Ensure that services are inclusive and accessible to all.

**Data Analytics and Assessment Skills:**

8. **Documentation and Reporting:** Accurately complete all required documentation, including client interaction logs, and submit reports in a timely manner.

**Other Job Functions**

9. Maintains regular punctual and predictable attendance, works overtime and extra hours as required.

**REQUIREMENTS OF WORK:**

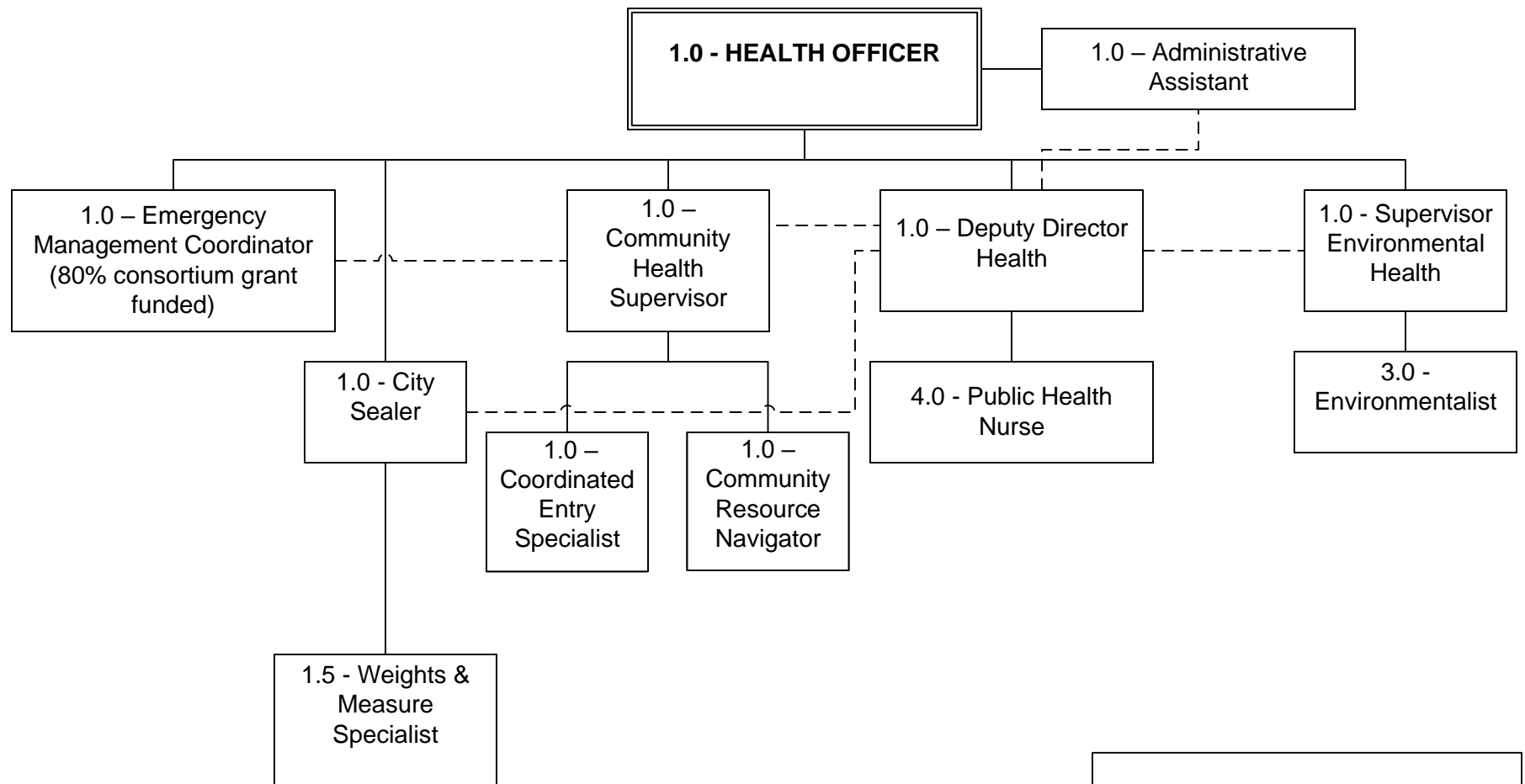
Bachelor's degree in social work, psychology, sociology, or a related field, with a focus on homelessness or poverty alleviation preferred; or any combination of education, experience, and training which provides the following knowledge, abilities, and skills:

- Strong communication, interpersonal, and active listening skills.
- Deep empathy, compassion, and a dedicated commitment to assisting unhoused individuals.
- Extensive knowledge of community resources and services, especially those catering to the basic needs of unhoused persons.
- Cultural competence and experience in working with diverse and marginalized populations.
- Excellent organizational and time-management skills, with the ability to respond effectively to urgent needs.
- Flexibility to work irregular hours, including weekends and evenings, to meet the needs of unhoused persons.
- Proficiency in software and database management pertinent to resource navigation and client tracking.
- Valid Wisconsin driver's license and reliable transportation, suitable for reaching various parts of the community.

**SUPPLEMENTAL INFORMATION:*****Competencies***

To learn more about these competencies click [here](#)

**JOB TASK ANALYSIS:**



DRAFT 12/07/2023

City of Appleton Human Resources Policy	TITLE: <b>Respirable Silica Exposure Control Policy</b>	
Issue Date October 1, 2023	Last Update:	Section: Human Resources
Policy Source: Human Resources Department	Audience: DPW, PRFMD and Utilities	Total Pages: 12
Reviewed by Legal Services:	Committee Approval Date:	Council Approval Date:

I. PURPOSE

This silica exposure control policy was developed to prevent employee exposure to hazardous levels of respirable crystalline silica that could result through maintenance and construction activities. This program is intended to meet the requirements of Occupational Safety and Health Administration’s (“OSHA”) respirable crystalline silica construction standard (29 CFR 1926.1153) and their respirable crystalline silica general industry standard (29 CFR 1910.1053) which have both been adopted by the Wisconsin Department of Safety and Professional Services (“WI DSPPS”) by Wis. Stat. § 101.055 (2021-22).

All work involving chipping, cutting, drilling, mixing, grinding, or similar activities on materials containing crystalline silica can lead to the release of respirable-sized particles. Many materials found on construction sites and in building materials contain crystalline silica, including but not limited to cement, brick, concrete, asphalt, mortar, rock, sand, pre-formed concrete structures (inlets, pipes, etc.), etc. Consequently, this program has been developed, in accordance with applicable OSHA and WI DSPPS regulations, to address and control these potential exposures to prevent our employees from experiencing the effects of occupational illnesses related to respirable crystalline silica.

II. POLICY

The City of Appleton (“City”) is committed to providing a safe work environment for its employees. This commitment includes ensuring every reasonable precaution is taken to protect our employees (and others) from the adverse health effects associated with exposure to respirable crystalline silica. The procedures set forth in this program are to be adhered to by all City employees.

III. SCOPE

This program applies to all city employees who have the potential to be exposed to respirable crystalline silica.

IV. RESPONSIBILITIES

The City firmly believes protecting the health and safety of our employees is everyone’s responsibility. All levels of the organization assume some level of responsibility for this policy including the following:

- A. Department Directors, Deputy Directors, and Supervisors:



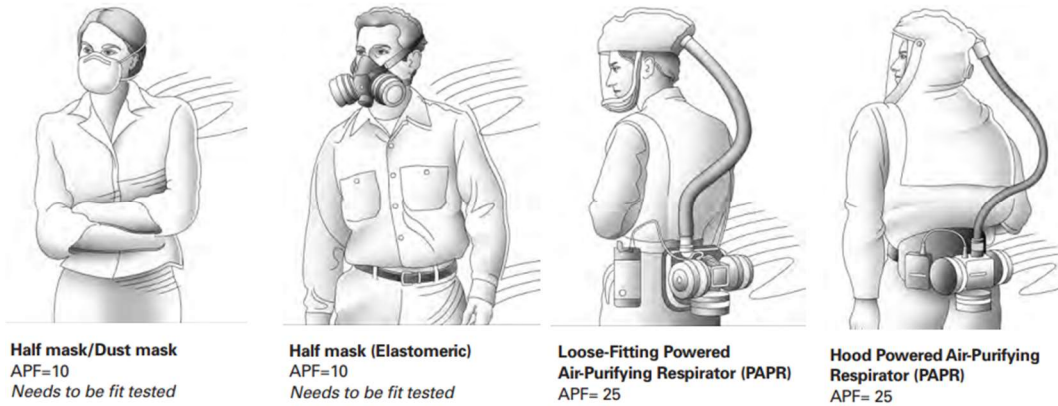
1. Provide support, where needed, to properly implement the exposure control measures of this program.
2. When applicable, select and implement the appropriate control measures in accordance with Exhibit A (OSHA's Table 1: Specific Control Methods when Working with Silica-Containing Materials). This table lists several common tasks along with OSHA/ WI DSPS accepted control methods and work practices that limits silica exposure.
3. For any work tasks/operations outside of those identified in Exhibit A, develop, and follow a project-specific silica exposure control plan (see sample under Exhibit B).
4. Ensure that applicable employees have received training in the hazards of silica exposure and how to work safely with silica in accordance with applicable OSHA / WI DSPS standards.

**B Employees:**

1. When applicable, follow the control methods and work practices as specified in Exhibit A (OSHA's Table 1: Specific Control Methods when Working with Silica-Containing Materials) or those methods and practices as established in the project-specific silica exposure control plan.
2. Use the assigned personal protective equipment in an effective and safe manner.
3. Attend any silica safety training provided by the City.
4. Participate in respirable crystalline silica exposure monitoring and the medical surveillance program, as needed.
5. Report any unsafe conditions or acts to their direct supervisor.

**V. DEFINITIONS**

- A. **Action Level:** A concentration of airborne respirable crystalline silica of 25  $\mu\text{g}/\text{m}^3$  (micrograms of respirable crystalline silica per cubic meter of air), calculated as an 8-hour time weighted average ("TWA"). Exposures at or above the action level triggers the requirements for an exposure assessment.
- B. **Assigned Protection Factor ("APF"):** The workplace level of respiratory protection that a respirator or class of respirators is expected to provide to employees when the employer implements a continuing, effective respirator protection program. APF's are used to select the appropriate respirators that will provide the necessary level of protection as specified under Exhibit A: OSHA's Table 1 Specific Control Methods when Working with Silica-Containing Materials (e.g., APF10 and APF 25). Examples of these respirators can be seen on the following page (source: OSHA).



- C. **Competent Person:** an individual who can identify existing and foreseeable respirable crystalline silica hazards in the workplace and who has authorization to take prompt corrective measures to eliminate or minimize them.
- D. **Employee Exposure:** the exposure to airborne respirable crystalline silica that would occur if the employee were not using a respirator.
- E. **High-Efficiency Particulate (“HEPA”) Filter:** a filter that is at least 99.97% efficient in removing monodispersed particles of 0.3 micrometers in diameter.
- F. **Objective Data:** information, such as air monitoring data from industry-wide surveys or calculations based on the composition of a substance, demonstrating employee exposure to respirable crystalline silica associated with a product or material or a specific process, task or activity. The data must reflect workplace conditions closely resembling or with a higher exposure potential than the processes, types of materials, control methods, work practices, and environmental conditions in the employer’s current operations.
- G. **Permissible Exposure Limit (“PEL”):** employers shall ensure that no employee is exposed to an airborne concentration of respirable crystalline silica more than 50  $\mu\text{g}/\text{m}^3$ , calculated as an 8-hour TWA.
- H. **Physician or Other Licensed Health Care Professional (“PLHCP”):** an individual whose legally permitted scope of practice (i.e., license, registration, or certification) allows them to independently provide or be delegated the responsibility to provide some or all the health care services required by the medical surveillance section of OSHA’s respirable crystalline silica standard.

**VI. EXPOSURE CONTROL METHODS**

- A. When possible and applicable, the City will conduct all activities with potential silica exposure to be consistent with OSHA’s Table 1 Specific Control Methods when Working with Silica-Containing Materials (Exhibit A). Other general exposure control methods include using water in sufficient quantities to minimize visible dust, isolating employees from silica dust using enclosed cabs or booths, wetting down silica containing materials before sweeping them up, and scheduling work that involve high silica exposures when

minimal employees are in the area. Any silica-producing tasks not identified in this table will be assessed by the City in accordance with OSHA's alternative exposure control methods.

B. Alternative exposure control methods: This process applies to all tasks not listed in OSHA's Table 1 (Exhibit A) or when the City cannot fully and properly implement the engineering controls, work practices, or respiratory protection described within this table. The City will assess our employee's exposure by utilizing the performance option or the scheduled monitoring option as detailed below.

1. Performance Option: The City will assess the 8-hour time weighted average for each employee based on any combination of air monitoring data or objective data. Examples of objective data includes air-monitoring from industry-wide surveys, calculations based on the composition of a substance, area sampling results or historical air monitoring collected by the City.
2. Scheduled Monitoring Option: The City will perform initial air monitoring to assess the 8-hour time weighted average for respirable silica exposure. If this initial monitoring indicates that employee exposures are below OSHA's action level, the City will discontinue monitoring for those employees whose exposures are represented by such monitoring. If the monitoring results indicate employee exposures are at or above OSHA's action level but are at or below OSHA's permissible exposure limit, the City will repeat such monitoring within six months. If the initial monitoring results indicate employee exposures are above OSHA's permissible exposure limit, the City will repeat such monitoring within three months. If this repeat monitoring indicates that employee's exposures are below OSHA's action level, the City will repeat such monitoring within six months until two consecutive measurements are below OSHA's action level at which time the City will discontinue monitoring except when a reassessment is required.

The City will reassess employees exposures to respirable silica whenever there is a change in production, process, equipment or work practices that may reasonably cause new or additional exposures at or above OSHA's action level. All respirable crystalline silica monitoring will be performed by a qualified individual (e.g., an industrial hygienist) and the monitoring samples are evaluated by a qualified laboratory. Within five working days after receiving the exposure monitoring results, the City will notify all affected employees of the results or will post the results in an appropriate location accessible to all affected employees. If these results indicate that employee exposure exceeds OSHA's permissible exposure limit, the City will provide employees with the corrective actions (such as engineering controls, work practices controls, respiratory protection, etc.) that will be taken to reduce employee exposure at or below this limit.

C. Respiratory Protection: Respiratory protection will be required where specified within Table 1 (Exhibit A) or whenever the City has not fully implemented the engineering

controls and work practices described in this table. Other situations which would require respiratory protection includes: where exposures exceed or might exceed OSHA's PEL to install or implement feasible engineering and work practice controls, in certain maintenance and repair tasks for which engineering and work practices are not feasible, and during tasks that all feasible engineering and work practice controls have been implemented but are not sufficient to reduce employee exposure at or below the PEL.

Mandatory Respiratory Protection Use and Medical Surveillance: OSHA / WI DSPS requires employers to provide a medical surveillance evaluation for any employee who will be required to use a respirator for 30 or more days each calendar year due to their respirable crystalline silica exposure. Note: if an employee is required to wear a respirator at any time during the workday; it counts as one day of respirator use. This evaluation will be performed by a PLHCP, provided at no cost to the employee, and within 30 days after their initial job assignment which requires respiratory protection. The medical evaluation must consist of the following items: medical and work history evaluation, physical examination (with emphasis on the respiratory system), chest X-ray, pulmonary function test, testing for latent tuberculosis infection and any other tests deemed appropriate by the PLHCP. These evaluations will be provided (except for testing for latent tuberculosis infection) at least every three years or more frequently, if recommended by the PLHCP. The City will provide the following information to the PLHCP: description of employee's duties as they relate to their occupational exposure to respirable silica and the known or anticipated levels of occupational exposure to respirable silica. The PLHCP will provide the City with a written opinion on the following: any recommended limitations on the employee's use of respirators and any recommended limitations on the employee's exposure to respirable crystalline silica.

D. Written Exposure Control Plan (see Exhibit B for sample plan): When employee exposure to respirable silica is expected to be at or above OSHA's action level, when the controls methods specified in OSHA's Table 1 (Exhibit A) are not followed or when the level of silica exposure has not been determined through previous air monitoring for a work task, a written exposure control plan ("ECP") must be developed and implemented. The ECP must contain the following elements:

- A description of the task that involves exposure to respirable crystalline silica,
- A description of the engineering controls, work practices and respiratory protection used to limit employee exposure,
- A description of the housekeeping measures used to limit employee exposure, and
- A description of the procedures used to restrict access to work areas, when necessary, to minimize the number of employees exposed to respirable crystalline silica.

The ECP must designate a competent person to make frequent inspections of the affected job site to ensure the ECP is being followed. ECP's will be reviewed annually to evaluate their effectiveness and be updated as necessary.

- E. Employee Training: Applicable employees will receive training on the following items: health hazards associated with exposure to respirable crystalline silica, specific tasks in the workplace that could result in this exposure, measures taken by the City to protect employees such as engineering controls, work practices and respiratory protection, contents of the applicable OSHA standard, identity of the competent person(s) within the City and the purpose/description of the medical surveillance program (as needed). Employees will be trained at the time they are initially assigned to a position which might involve working with respirable crystalline silica.

## VII. RECORD-KEEPING

The City will maintain an accurate record of all air monitoring results taken to assess employee exposure to respirable crystalline silica. This record will include at least the following information: date of air monitoring, task involved, sampling and analytical methods used, number, duration and results of samples taken, identity of the laboratory that performed the analysis, types of personal protective equipment worn by the employees monitored, and name and job classification of employees that were monitored. Additionally, the City will maintain an accurate record for any employee enrolled in the medical surveillance portion of this program. These records shall include the following information about each affected employee: name, a copy of the PLHCP's written medical opinion and a copy of the information provided to the PLHCP. In accordance with OSHA 29 CFR 1910.1030, these records will be kept for at least 30 years. A brief summary of previous air monitoring results for silica exposure can be found under Exhibit C of this policy.

## VIII. POLICY EVALUATION

This policy will be reviewed and evaluated on an annual basis by the central safety committee unless there are changes to operations, OSHA's / WI DSPS's respirable crystalline silica standard, or another applicable OSHA / WI DSPS standard which would require an immediate re-evaluation of this policy.

## IX. EXHIBITS

- A. Exhibit A – Specific Exposure Control Methods When Working with Silica Materials [acquired from OSHA Standard 29 CFR 1926.1153(c)(1)]
- B. Exhibit B – Sample Exposure Control Plan from OSHA's Silica Small Business Guide
- C. Exhibit C – Previous Air Monitoring Results for Respirable Crystalline Silica (Note: copies of the full air sampling reports can be requested from the Human Resources Department.)

**Table 1: Specific Exposure Control Methods when Working with Silica Containing Materials**

**Note:** For tasks performed using wet methods (i.e., water delivery system), apply water at flow rates sufficient to minimize the release of visible dust. When using equipment with an enclosed cab or booth to control silica exposure, ensure that the enclosed cab or booth: is maintained as free as practical from settled dust, has door seals and closing mechanisms that work properly, is under positive pressure maintained through continuous delivery of fresh air, has heating and cooling capabilities and has intake air that is filtered through a filter that is 95% efficient in the 0.3-10.0 microgram range for particles. When an employee performs more than one task from this table during a shift and the total duration of all tasks combined is less than four hours, the required respiratory protection for each task is in the less than four hours per shift column. If the total duration of all tasks combined is more than four hours per shift, the required respiratory protection for each task is in the greater than four hours per shift column. The City does not allow dry sweeping or dry brushing where such activity could contribute to employee exposure to respirable crystalline silica unless wet sweeping, HEPA-filtered vacuuming or other methods are not feasible. The City does not allow compressed air to be used to clean clothing or surfaces where such activity could contribute to employee exposure to respirable crystalline silica unless: the compressed air is used in conjunction with a ventilation system that effectively captures the dust cloud or no alternative method is feasible.

Work Task or Equipment Operation		Engineering and Work Practices Control Methods	Required Respiratory Protection and Minimum Assigned Protection Factor (APF)	
			≤ 4 hours / shift	>4hours/shift
1	Stationary masonry saws	Use saw equipped with integrated water delivery system that continuously feeds water to the blade.  Operate and maintain tool in accordance with manufacturer’s instructions to minimize dust emissions.	None	None
2	Handheld power saws (any blade diameter) when used outdoors	Use saw equipped with integrated water delivery system that continuously feeds water to the blade.  Operate and maintain tool in accordance with manufacturer’s instructions to minimize dust emissions.  <ul style="list-style-type: none"> <li>• When used outdoors.</li> <li>• When used indoors or in an enclosed area.</li> </ul>	None APF 10	APF 10 APF 10
3	Handheld power saws for cutting fiber-cement board (with blade diameter of 8 inches or less)	For tasks performed outdoors only.  Use saw equipped with commercially available dust collection system.  Operate and maintain tool in accordance with manufacturer’s instruction to minimize dust emissions.  Dust collector must provide the air flow recommended by the tool manufacturer, or greater, and have a filter with a 99% or greater efficiency.	None	None
4	Walk-behind saws when used outdoors	Use saw equipped with integrated water delivery system that continuously feeds water to the blade.  Operate and maintain tool in accordance with manufacturer’s instructions to minimize dust emissions.  <ul style="list-style-type: none"> <li>• When used outdoors.</li> <li>• When used indoors or in an enclosed area.</li> </ul>	None APF 10	APF 10 APF 10

5	Drivable saws	<p>For tasks performed outdoors only.</p> <p>Use saw equipped with integrated water delivery system that continuously feeds water to the blade.</p> <p>Operate and maintain tool in accordance with manufacturer's instructions to minimize dust.</p>	None	None
6	Rig-mounted core saws or drills	<p>Use tool equipped with integrated water delivery system that supplies water to cutting surface.</p> <p>Operate and maintain tool in accordance with manufacturer's instructions to minimize dust.</p>	None	None
7	Handheld and stand-mounted drills (including impact and rotary hammer drills)	<p>Use drill equipped with commercially available shroud or cowling with dust collection system.</p> <p>Operate and maintain tool in accordance with manufacturer's instructions to minimize dust.</p> <p>Dust collector must provide the air flow recommended by the tool manufacturer, or greater, and have a filter with 99% or greater efficiency and a filter cleaning mechanism.</p> <p>Use a HEPA-filtered vacuum when cleaning holes.</p>	None	None
8	Dowel drilling rigs for concrete	<p>For tasks performed outdoors only.</p> <p>Use shroud around drill bit with a dust collection system. Dust collector must have a filter with 99% or greater efficiency and a filter-cleaning mechanism.</p> <p>Use a HEPA-filtered vacuum when cleaning holes.</p>	APF 10	APF 10
9	Vehicle-mounted drilling rigs for rock and concrete	<p>Use dust collection system with close capture hood or shroud around drill bit with a low-flow water spray to wet the dust at the discharge point from the dust collector.</p> <p style="text-align: center;"><b>OR</b></p> <p>Operate from within an enclosed cab and use water for dust suppression on drill bit.</p>	None  None	None  None
10a	Jackhammers and handheld powered chipping tools	<p>Use tool with water delivery system that supplies a continuous stream or spray of water at the point of impact.</p> <ul style="list-style-type: none"> <li>• When used outdoors.</li> <li>• When used indoors or in an enclosed area.</li> </ul>	None APF 10	APF 10 APF 10
10b	Jackhammers and handheld powered chipping tools	<p>Use tool equipped with commercially available shroud and dust collection system.</p> <p>Operate and maintain tool in accordance with manufacturer's instructions to minimize dust emissions.</p> <p>Dust collector must provide the air flow recommended by the tool manufacturer, or greater, and have a filter with 99% or greater efficiency and a filter-cleaning mechanism.</p> <ul style="list-style-type: none"> <li>• When used outdoors.</li> <li>• When used indoors or in an enclosed area.</li> </ul>	None APF 10	APF 10 APF 10





14	Small drivable milling machines (less than half-lane)	Use a machine equipped with supplemental water sprays designed to suppress dust. Water must be combined with a surfactant. Operate and maintain machine to minimize dust emissions.	None	None
15	Large drivable milling machines (half-lane and larger)	For cuts of any depth on asphalt only: Use machine equipped with exhaust ventilation on drum enclosure and supplemental water sprays designed to suppress dust. Operate and maintain machine to minimize dust emissions.	None	None
		For cuts of four inches in depth or less on any substrate: Use machine equipped with exhaust ventilation on drum enclosure and supplemental water sprays to suppress dust. Operate and maintain machine to minimize dust.	None	None
		<b>OR</b> Use a machine equipped with supplemental water spray designed to suppress dust. Water must be combined with a surfactant. Operate and maintain machine to minimize dust.	None	None
16	Crushing machines	Use equipment designed to deliver water spray or mist for dust suppression at crusher and other points where dust is generated (e.g., hoppers, conveyors, sieves/sizing or vibrating components, and discharge points). Operate and maintain machine in accordance with manufacturer's instructions to minimize dust emissions. Use a ventilated booth that provides fresh, climate-controlled air to the operator, or a remote-control station.	None	None
17	Heavy equipment used to abrade or fracture silica-containing materials or used during demolition activities involving silica-containing materials	Operate equipment from within an enclosed cab.	None	None
		When employees, outside of the cab, are engaged in the task, apply water and/or dust suppression as necessary to minimize dust emissions. Note: Includes utility vehicles in addition to heavy equipment.	None	None
18	Heavy equipment and utility vehicles for tasks such as grading/excavating; not for demolition, abrading or fracturing	Apply water and / or dust suppressants as necessary to minimize dust emissions.	None	None
		<b>OR</b> When the equipment operator is the only employee engaged in the task, operate equipment from within an enclosed cab.	None	None

**Sample Exposure Control Plan**  
(From OSHA's Silica Small Business Guide)

Company Name: XYZ Renovators

Person Completing this Plan & Title: John Doe, Safety Coordinator

Description of Task: Demolishing concrete and tile floors inside homes or public buildings using a jackhammer.

Description of Controls:

- Engineering Controls:
  - Use jackhammer equipped with the appropriate, commercially available shroud and vacuum dust collection system with the flow rate recommended by the jackhammer manufacturer, a filter that is at least 99% efficient, and a filter cleaning mechanism.
  - Use a portable fan to exhaust air to prevent the buildup of dust.
- Work Practices:
  - Check shrouds and hoses to make sure they are not damaged before starting work.
  - Make sure the hoses do not become kinked or bent while working.
  - Use switch on vacuum to activate filter cleaning at the frequency recommended by the manufacturer.
  - Replace vacuum bags as needed to prevent overfilling.
  - Use the jackhammer and vacuum controls according to the manufacturer's instructions for reducing the release of visible dust.
  - If visible dust increases, check engineering controls and adjust as needed.
- Respiratory Protection:
  - Use respirator with an APF of 10 the entire time the task is being performed.
  - See the company's written respiratory protection policy for information on selection, training, and fit testing requirements, in addition to the instructions on the proper use of respirators (for example, being clean shaven when using a respirator that seals against the face).
- Housekeeping Measures:
  - Dust containing silica on work surfaces and equipment must be cleaned up using wet methods or a HEPA-filtered vacuum.
  - Do not use compressed air or dry sweeping for removing dust and debris containing silica from work surfaces.
  - Dispose of used vacuum bags in a container keep the container sealed when not in use.
- Procedures Used to Restrict Access to Work Areas:
  - Schedule the work so the only employees who are engaged in the task (the jackhammer operator and employees helping the operator) are in the area.

**City of Appleton Previous Respirable Crystalline Silica (RCS) Air Monitoring Results**

<b>Sample Date</b>	<b>Task Sampled</b>	<b>Sample Results</b>
July 5, 2022	DPW – Asphalt Pavement Crack Router Operation	Eight (8)-hour TWA RCS: 12% of OSHA’s Permissible Exposure Limit (PEL) and 24% of OSHA’s Action Level. Sample results did not exceed OSHA’s Action Level or PEL.
July 5, 2022	DPW – Asphalt Pavement Crack Blow Out Operation with Compressed Air	Eight (8)-hour TWA RCS: 22% of OSHA’s Permissible Exposure Limit (PEL) and 44% of OSHA’s Action Level. Sample results did not exceed OSHA’s Action Level or PEL.
July 5, 2022	DPW – Milling Machine Operation on Concrete (Trackless MT Equipment)	Eight (8)-hour TWA RCS: less than 5% of OSHA’s Permissible Exposure Limit (PEL) and less than 10% of OSHA’s Action Level. Sample results did not exceed OSHA’s Action Level or PEL.
July 5, 2022	DPW – Concrete Crack Blow out with Compressed Air	Eight (8)-hour TWA RCS: less than 6% of OSHA’s Permissible Exposure Limit (PEL) and less than 12% of OSHA’s Action Level. Sample results did not exceed OSHA’s Action Level or PEL.
July 14, 2023	Golf Course – Prepare divot mix (not to exceed 1 ½ hours in duration).	Eight (8)-hour TWA RCS: 20% of OSHA’s Permissible Exposure Limit (PEL) and 40% of OSHA’s Action Level. Sample results did not exceed OSHA’s Action Level or PEL.
July 13, 2023	DPW – Use of Concrete Dowel Drilling Rig with Hilti VC 150-6 XE Vacuum Collection (Two Samples Taken)	Results for Both Samples: Eight (8)-hour TWA RCS: less than 5.2% of OSHA’s Permissible Exposure Limit (PEL) and less than 10.4% OSHA’s Action Level. Sample results did not exceed OSHA’s Action Level or PEL.
July 13, 2023	DPW – Asphalt Crack Blow Out (Two Samples Taken)	Results for Both Samples: Eight (8)-hour TWA RCS: less than 5.2% of OSHA’s Permissible Exposure Limit (PEL) and less than 10.4% OSHA’s Action Level. Sample results did not exceed OSHA’s Action Level or PEL.

**2024 INTERMUNICIPAL AGREEMENT PURSUANT TO WIS. STAT. § 66.0301  
BETWEEN THE CITY OF APPLETON AND OUTAGAMIE COUNTY  
TO PROVIDE FOR COST SHARING OF TRANSIT SERVICES FOR ELDERLY AND DISABLED INDIVIDUALS**

**I. THE PARTIES**

City of Appleton, a Wisconsin municipal corporation, doing business at 100 North Appleton Street, Appleton, Wisconsin 54911-4799 ("Appleton").

Outagamie County, a Wisconsin municipal corporation, doing business at 320 South Walnut Street, Appleton, Wisconsin 54911 ("County").

Together, the municipalities may be jointly referred to as "the Parties".

**II. THE RECITALS**

**WHEREAS**, the Americans with Disabilities Act ("ADA"), has resulted in an increase in trips provided by the City's wholly owned transit service, Valley Transit, for individuals covered by the Act; and

**WHEREAS**, the County and the City, in furtherance of the goals fostered by the ADA, wish to coordinate service to offset the increase in costs; and

**WHEREAS**, the County provides transportation services for clients of the Outagamie County Department of Human Services requiring transport to sites of client service; and

**WHEREAS**, it has been determined to be beneficial to Valley Transit and County to have the City, via Valley Transit assume the responsibility for the payment of all urban and rural specialized transportation service routes; and

**WHEREAS**, Section 66.0301, Wisconsin Statutes, provides a means by which municipalities may agree to share the cost of mutually beneficial services; and

**WHEREAS**, the City is the owner of Valley Transit and assumes responsibility for and direction of its operations; and

**WHEREAS**, the County assumes responsibility and direction of its operation;

**III. THE AGREEMENT**

NOW, THEREFORE, the City and County, by their respective authorized representatives, do hereby agree as follows:

**1. Cost Sharing Arrangements.**

*A. ADA Service*

County agrees to pay the local share of ADA paratransit contract costs for trips originating in the County portion of Valley Transit's ADA service area (all of the parts of the city of Appleton that lie within Outagamie County, the City of Kaukauna, Villages of Kimberly, Little Chute and Combined Locks, and the area which is within 3/4 of a mile from all Valley Transit fixed routes within the Towns of Grand Chute, Kaukauna, Vandebroek, and Buchanan). The parties agree that approximately 38% of such trips occur in the Outagamie County portion of Valley Transit's service area. The parties further agree that, throughout this Agreement, wherever reference is made to Valley Transit having

obligations or responsibilities, the City, as the contracting party and the owner of Valley Transit assures the compliance of Valley Transit with all of these duties and responsibilities.

The formula for computing Outagamie County's actual ADA funding contribution will be as follows:

$$\begin{aligned}
 & \text{Outagamie County Rides x Contract Cost} \\
 + & \text{ Outagamie County Share of Administrative Costs} \\
 - & \text{ Federal Share} \\
 - & \text{ State Share} \\
 - & \text{ Farebox Revenues} \\
 = & \text{ Outagamie County's Estimated ADA Funding Requirement}
 \end{aligned}$$

In 2024, Valley Transit estimates 100,000 ADA rides of which it is estimated that 38% will originate in Outagamie County. The base contract cost per ride is estimated to average \$21.43 with a separate charge for administrative expenses. The Federal and State shares are estimated to be 28% and 28% respectively; therefore the County's estimated funding requirement will be:

\$814,340	Costs (38,000 rides at \$21.43 per ride)
\$93,208	38% of admin charges
(\$254,114)	Federal Share
(\$254,114)	State Share
<u>(\$152,000)</u>	Fares (38,000 rides at \$4.00 per ride)
\$247,320	Estimated funding

The County's actual costs will be based on actual ridership, contract costs (including fuel surcharge), federal share, state share, and fares in 2024. The full percentage of federal and state shares received by Valley Transit for transit funding assistance shall be applied to this service. All fares received as payment for the Outagamie County service shall also be applied in this formula. For 2024 the parties agree that the County's liability for ADA urban paratransit services will be capped at \$250,000 and all paratransit services will be capped at the full cost of its ancillary services.

**B. *Elderly and Sunday Service***

As part of the service contract for ADA rides, Valley Transit will also provide rides to the elderly (non-ADA eligible) and Sunday service to ADA eligible passengers. Outagamie County requires certification of elderly riders for eligibility of this service. The service will be provided in the same service area described earlier. The formula for computing Outagamie County's actual contribution for this ancillary service will be based on the following:

$$\begin{aligned}
 & \text{Outagamie County Rides x Contract Cost} \\
 - & \text{ Federal Share} \\
 - & \text{ State Share} \\
 - & \text{ Farebox Revenue} \\
 + & \text{ Local Surcharge (1/3 of Federal plus 1/3 of State Share)} \\
 = & \text{ Outagamie County's Estimated Ancillary Funding Requirement}
 \end{aligned}$$

The contract costs for elderly rides will be \$21.43; Sunday service will be \$17.85. In 2024, Valley Transit estimates 2,900 Outagamie County elderly trips and 720 Outagamie County Sunday trips with estimated costs as follows:

\$62,147	Elderly Costs (2,900 x \$21.43)
(\$17,401)	Federal Share
(\$17,401)	State Share
(\$11,600)	Fares (2,900 x \$4.00/ride)
<u>\$11,601</u>	Local Surcharge (1/3 of Federal plus 1/3 of State Share)
\$27,346	Estimated funding

\$15,430	Sunday Costs (720 x \$21.43)
(\$4,320)	Federal Share
(\$4,320)	State Share
(\$7,920)	Fares (1,080 x \$11.00/ride)
<u>\$2,880</u>	Local Surcharge (1/3 of Federal plus 1/3 of State Share)
\$1,750	Estimated funding

Actual County costs will be based on actual ridership, contract costs per ride (including fuel surcharge), federal share, state share and fares in 2024. The full percentage of federal and state shares received by Valley Transit for transit funding assistance shall be applied in this formula. All fares received as payment for the Outagamie County service shall also be applied in this formula.

C. *Other Ancillary Transportation Service*

- 1) As part of this agreement, Valley Transit will be the funding mechanism for Outagamie County rural demand response paratransit service. These services will be managed separately from Valley Transit's ADA paratransit contract service (which combines with elderly, Sunday, and evening service).

The formula for computing Outagamie County's rural demand response paratransit service funding contribution will be as follows:

+ Cost of Service
- Federal Share
- State Share
<u>+ Local Administrative Charge</u>
= Outagamie County's Estimated Rural Service Requirement

In 2024, Valley Transit estimates 10,000 Outagamie County rural demand response paratransit trips with estimated costs as follows:

\$ 385,500	Costs (10,000 rides x \$38.55)
(\$107,940)	Federal Share
(\$107,940)	State Share
(\$60,000)	Fares (10,000 x \$6.00/ride)
<u>\$ 38,506</u>	Administrative charge
\$148,126	Estimated funding

- 2 **Method of Payment.** The County will pay Valley Transit the gross cost of ADA mandated paratransit, ADA optional paratransit, and elderly (non-ADA eligible) service as outlined in this contract on a quarterly basis. Valley Transit will invoice for this service in advance of the quarter. Federal and State

operating assistance will be reimbursed to the County on a quarterly basis based on the amount paid in, actual costs, actual fares, and intergovernmental revenues. Final reconciliation of actual costs will occur at year end.

The County will pay Valley Transit monthly for the Other Ancillary Services based on the billings received from the provider. Valley Transit will invoice for this service also. Payments are due 30 days from the invoice date. Interest will accrue at a rate of 18% per year (1.5% month) thereafter unless the billing is disputed by the County.

**3. Service Criteria.**

- Elderly Service.* Service to the elderly will be provided between the hours of 9:00 a.m. and 5:00 p.m. Monday through Friday. These hours may be changed at the discretion of the County.
- Rural Service.* Rural demand response service will be provided between the hours of 9:00 a.m. and 4:00 p.m. Tuesday and Thursday and between 9:00 a.m. and 5:00 p.m. Monday, Wednesday and Friday (with the additional hour for medical rides only). These hours may be changed at the discretion of the County.
- ADA Service.* Service to people with disabilities will be provided Monday through Friday 5:30 a.m. to 10:30 p.m., and Saturdays 7:30 a.m. to 10:30 p.m.
- Sunday Service.* Service to people with disabilities will be provided on Sundays, 7:30 a.m. to 2:00 p.m.
- General.* There will be no service on six of the holidays where Valley Transit does not operate (Christmas, New Years, Labor Day, Memorial Day, July 4th, and Thanksgiving). All ADA paratransit and elderly service and will be in compliance with ADA regulation, 49 CFR Section 37.131.

**4. Eligibility.**

- Elderly Service.* Service will be provided to the elderly (those persons age 60 and over who are not eligible for ADA services), although the County will encourage the use of Valley Transit's fixed route service when possible.
- Rural Service.* Service will be provided to the elderly (those persons age 60 and over) or disabled individuals over age 5 traveling outside Valley Transit's ADA service area.
- Sunday ADA.* Sunday service will be available to ADA eligible people.
- ADA Service.* ADA eligibility is consistent with the ADA regulations, 49 CFR Section 37.125. The service will allow advance reservation up to 14 days in advance of a trip and ensure that ADA subscription trips not absorb more than 50 percent of the ADA trips at a given time unless modified by both parties to this contract.

**5. Length of Agreement.** This agreement shall be in effect commencing on January 1, 2024 through December 31, 2024.

**6. Statistical Reports.** Valley Transit agrees to provide the County information sufficient to complete the Outagamie County semi-annual reports for submission to the Wisconsin Department of Transportation as a requirement of the Section 85.21 transportation assistance program. The information submitted must pertain to the service identified in this agreement and must be provided in a timely manner. Valley Transit will also provide to the County all other reasonable ridership or financial information which the County requests.

7. **Safety.** Valley Transit will monitor the safety and operational requirements of its contracted ADA, elderly, and Sunday and rural services. In the event that the parties agree to contract with a third party for random safety and operational checks, the contract costs for such checks will be paid for by the County.
8. **Audit.** Valley Transit will include audit costs for its contracted ADA service in its budget without impact on the County's cost. However, any audits required for ancillary services will be added to the total cost of those services, and the County's cost impact will be as described in Section 1 above. Valley Transit shall establish and maintain accounts for the specialized transportation services receiving funding under this agreement. The accounts shall distinguish the costs of this transportation service from any other service.
9. **Records.** Valley Transit shall maintain such records as necessary for a period of three years from the close of the Federal fiscal year to which they pertain, which said record keeping will enable Valley Transit to meet any responsibilities it may have to the state and federal government.
10. **Inspection.** Valley Transit will allow inspection of records and programs, insofar as it is permitted by state and federal law, by representatives of the County, the Area Agency on Aging, the Department of Health and Social services and its authorized agents, and federal agencies, in order to confirm Valley Transit's compliance with the specifications of this agreement.
11. **Disclosure.** The use or disclosure by any party of any information concerning eligible clients who receive services for any purpose not connected with the administration of the service under this Contract is prohibited except with the informed, written consent of the eligible client or the client's legal guardian.
12. **Indemnification.** Each party to this agreement agrees to indemnify, save harmless and defend the other party from and against all liability, loss, damage, costs or expenses which a signing party may sustain, incur or be required to pay by reason of the other party's acts, errors or omissions.
13. **Fares.** Between January 1 and December 31, 2024, fares for elderly and ADA eligible riders will be \$4.00 in compliance with "origin to destination service" as defined in 49 CFR 37.3. Fares for Sunday service will be \$11.00 in 2024. Fares for the rural transportation will be established by the County.
14. **Insurance.** Valley Transit agrees that, in order to protect itself and the County, its Officers, Boards, Employees and Representatives under the indemnity provisions of the paragraph above, it will at all times during the term of this Contract keep in force as required at a minimum:

<u>Coverage</u>	<u>Limit</u>
1. Worker's Compensation Statutory	\$1,000,000 General Aggregate
2. Comprehensive General Liability	\$1,000,000 Each Occurrence
3. Auto Liability	\$1,000,000 CSL

Policies shall be issued by a company or companies authorized to do business in the State of Wisconsin and licensed by the Wisconsin Insurance Department. The County shall be given thirty (30) days advance notice of cancellation or non-renewal during the term of this Contract.

In the event any action, suit, or other proceeding is brought against the County upon any matter herein indemnified against, the County shall, within five (5) working days, give notice thereof to Valley Transit and shall cooperate with their attorneys in the defense of the action, suit or other proceeding.

15. **Discrimination.** In connection with the performance of work under this Agreement, Valley Transit agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, sexual orientation, developmental disability as



defined in s51.01(5), Wisconsin Statutes, national origin, marital status, ancestry, arrest record, conviction record, or membership in the National Guard, State Defense Force or any reserve component of the military forces of the United States or this state. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and section for training, including apprenticeship. Valley Transit further agrees to take affirmative action to ensure equal employment opportunities.

16. **Conditions.** This Contract is contingent upon authorization of Wisconsin and United States law and any material amendment or repeal of the same affecting relevant funding, or authority of the County or the City shall serve to terminate this Contract, except as further agreed to by the parties hereto. It is also contingent upon continued funding by Valley Transit and the County in its budgetary process in the option years of this Agreement and upon the City continuing the operation of Valley Transit.

17. **Modification/Termination.** Failure to comply with any part of this agreement may be considered cause for revision, suspension, or termination.

Revision or modification of this agreement must be agreed to by all parties involved by an addendum signed by the authorized representative of both parties.

This agreement can be reopened if State and Federal funding regulations restrict the type of service that can be funded in any ADA or ancillary service component of the Valley Transit budget. This does not apply to the federal funding rate.

18. **Electronic Signatures.** This Agreement may be executed in counterparts, either by original signature or verified electronic signature, each of which shall be deemed an original, but such counterparts shall together constitute but one and the same agreement. The headings in this Agreement are inserted for convenience of reference only and shall not constitute a part hereof.

SIGNATURES CONTINUE ON THE NEXT PAGE

IN WITNESS WHEREOF, the parties have caused the forgoing instrument to be executed the date of last signature below.

**CITY OF APPLETON**

By: \_\_\_\_\_  
JACOB A. WOODFORD, MAYOR  
DATE: \_\_\_\_\_

By: \_\_\_\_\_  
KAMI LYNCH, CITY CLERK  
DATE: \_\_\_\_\_

PROVISION HAS BEEN MADE TO PAY THE LIABILITY,  
WHICH WILL ACCRUE UNDER THE CONTRACT.

APPROVED AS TO FORM:

\_\_\_\_\_  
JERI A. OHMAN, FINANCE DIRECTOR

\_\_\_\_\_  
CHRISTOPHER R. BEHRENS, CITY ATTORNEY

**OUTAGAMIE COUNTY**

By: \_\_\_\_\_  
THOMAS NELSON, COUNTY EXECUTIVE

By: \_\_\_\_\_  
JOHN RATHMAN, DIRECTOR,  
DEPARTMENT OF HEALTH & HUMAN SERVICES

APPROVED AS TO FORM:

\_\_\_\_\_  
KYLE SARGENT, CORPORATION COUNSEL

CL: A22-0939.AKA.DG

**2024 INTERMUNICIPAL AGREEMENT PURSUANT TO WIS. STAT. § 66.0301  
BETWEEN THE CITY OF APPLETON AND WINNEBAGO COUNTY  
TO PROVIDE FOR COST SHARING OF TRANSIT SERVICE FOR ELDERLY AND DISABLED INDIVIDUALS**

**I. THE PARTIES**

City of Appleton, a Wisconsin municipal corporation, doing business at 100 North Appleton Street, Appleton, Wisconsin 54911-4799 ("City").

Winnebago County, a Wisconsin municipal corporation, doing business at 112 Otter Avenue, P.O. Box 2806, Oshkosh, Wisconsin 54903-2806 ("County").

Together, the municipalities may be jointly referred to as "the Parties".

**II. THE RECITALS**

**WHEREAS**, the Americans with Disabilities Act ("ADA"), has resulted in an increase in trips provided by the City's wholly owned transit service, Valley Transit, for individuals covered by the Act; and

**WHEREAS**, the County and the City, in furtherance of the goals fostered by the ADA, wish to coordinate service to offset the increase in costs; and

**WHEREAS**, the County provides transportation services for clients of the Winnebago County Department of Community Programs requiring transport to sites of client service; and

**WHEREAS**, it has been determined to be beneficial to Valley Transit and County, to have the City, via Valley Transit assume the responsibility for the payment of certain urban and rural specialized transportation service routes; and

**WHEREAS**, Section 66.0301, Wisconsin Statutes, provides a means by which municipalities may agree to share the cost of mutually beneficial services; and

**WHEREAS**, the City is the owner of Valley Transit and assumes responsibility for and direction of its operations; and

**WHEREAS**, the County assumes responsibility and direction of its operation; and

**III. THE AGREEMENT**

NOW, THEREFORE, the City and County, by their respective authorized representatives, do hereby agree as follows:

**1. Cost Sharing Arrangements.**

*A. ADA Service*

County agrees to pay the local share of ADA paratransit contract costs for trips originating in the County portion of Valley Transit's ADA service area (all of the parts of the city of Appleton that lie within Winnebago County, the Cities of Neenah and Menasha, the Village of Fox Crossing, and the area which is within 3/4 of a mile from all Valley Transit fixed routes within the Town of Neenah). The parties agree that approximately 18% of such trips occur in the Winnebago County portion of Valley Transit's service area. The parties further agree that, throughout this Agreement, wherever reference is made to Valley Transit having obligations or responsibilities, the City, as the contracting party and the owner of Valley Transit assures the compliance of Valley Transit with all of these duties and responsibilities.

The formula for computing Winnebago County's actual ADA funding contribution will be as follows:

$$\begin{aligned}
 & \text{Winnebago County Rides x Contract Cost} \\
 + & \text{ Administrative Charges (18\%)} \\
 - & \text{ Federal Share} \\
 - & \text{ State Share} \\
 - & \text{ Farebox Revenues} \\
 = & \text{ Winnebago County's Estimated ADA Funding Requirement}
 \end{aligned}$$

in 2024, Valley Transit estimates 100,000 ADA rides of which it is estimated that 18% will originate in Winnebago County. The base contract cost per ride is estimated to average \$21.43 with a separate cost for administrative expenses. The Federal and State shares are estimated to be 28% and 28% respectively; therefore, the County's estimated funding requirement will be:

\$385,740	Costs (18,000 rides at \$21.43 per ride)
\$34,410	18% of admin charges
(\$117,642)	Federal Share
(\$117,642)	State Share
<u>(\$72,000)</u>	Fares (18,000 rides at \$4.00 per ride)
\$112,866	Estimated funding

The County's actual costs will be based on actual ridership, contract costs per ride (including fuel), federal share, state share, and fares in 2024. The full percentage of federal and state shares received by Valley Transit for transit funding assistance shall be applied to this service. All fares received as payment for the County service shall also be applied in this formula. For 2024 the parties agree that the County's liability for all paratransit service will be capped at the full costs of its ancillary programs.

B. *Sunday Service*

As part of the service contract for ADA rides, Valley Transit will also provide rides on Sunday to ADA eligible passengers. The service will be provided in the same service area described earlier. The formula for computing Winnebago County's actual contribution for this ancillary service will be based on the following:

$$\begin{aligned}
 & \text{Winnebago County Rides x Contract Cost} \\
 - & \text{ Federal Share} \\
 - & \text{ State Share} \\
 - & \text{ Farebox Revenue} \\
 + & \text{ Local Surcharge (1/3 of Federal plus 1/3 of State Share)} \\
 = & \text{ Winnebago County's Estimated Ancillary Funding Requirement}
 \end{aligned}$$

The basic contract cost for Sunday service (including fuel) is estimated to be \$21.43 per ride plus fuel. In 2024, Valley Transit estimates 56 Winnebago County Sunday trips with estimated costs as follows:

\$1,200	Sunday Costs (56 x \$21.43)
(\$336)	Federal Share
(\$336)	State Share
(\$616)	Fares (56 x \$11.00/ride)
<u>\$ 224</u>	Local Surcharge (1/3 of Federal plus 1/3 of State Share)
\$ 136	Estimated funding

Actual County costs will be based on actual ridership, contract costs per ride (including fuel surcharge), federal share, state share and fares in 2024. The full percentage of federal and state shares received by Valley Transit for transit funding assistance shall be applied in this formula. All fares received as payment for the Winnebago County service shall also be applied in this formula.

C. *County Specialized Transportation Service*

Finally, as part of this agreement, Valley Transit will be the funding mechanism for Winnebago County's Heritage program. These services will be managed by Valley Transit separately from Valley Transit's ADA paratransit (which combines with Sunday service) contract service.

The formula for computing Winnebago County's funding contribution will be as follows:

Cost of Service  
 - Federal Share (5310 funding)  
 - State Share (estimated at 28%)  
+ Administrative charge  
 = Winnebago County's Estimated Specialized Transportation Funding Requirement

Estimated funding for 2024's Heritage program is:

\$ 14,063	Costs (780 x \$18.03)
(\$3,938)	Federal Share
(\$3,938)	State Share
(\$2,730)	Fares (780 x \$3.50/ride)
<u>\$ 1,406</u>	Administrative charge
\$ 4,863	Estimated funding

2. **Method of Payment.** The County will pay Valley Transit the gross cost of ADA mandated paratransit and ADA optional paratransit service on a quarterly basis. Valley Transit will invoice for this service. Federal and State operating assistance will be reimbursed to the County on a quarterly basis.

The County will pay Valley Transit monthly the Heritage program based on the billings received from the provider. Valley Transit will invoice for this service also. Payments are due 30 days from the invoice date. Interest will accrue at a rate of 18% per year (1.5% per month) thereafter.

3. **Service Criteria.**

*ADA Service.* Service to people with disabilities will be provided Monday through Friday 5:30 a.m. to 10:30 p.m., and Saturdays 7:30 a.m. to 10:30 p.m.

*Sunday Service.* Service to people with disabilities will be provided on Sundays, 7:30 a.m. to 2:00 p.m.

*General.* There will be no service on six of the holidays where Valley Transit does not operate (Christmas, New Years, Labor Day, Memorial Day, July 4th, and Thanksgiving). All ADA paratransit and elderly service will be in compliance with ADA regulation, 49 CFR Section 37.131.

4. **Eligibility.**

*Sunday ADA.* Sunday service will be available to all ADA eligible people.

*ADA Service.* ADA eligibility is consistent with the ADA regulations, 49 CFR Section 37.125. The service will allow advance reservation up to 14 days in advance of a trip and ensure

that ADA subscription trips not absorb more than 50 percent of the ADA trips at a given time unless modified by both parties to this contract.

5. **Length of Agreement.** This agreement shall be in effect commencing on January 1, 2024, through December 31, 2024.
6. **Statistical Reports.** Valley Transit agrees to provide the County information sufficient to complete the Winnebago County semi-annual reports for submission to the Wisconsin Department of Transportation as a requirement of the Section 85.21 transportation assistance program. The information submitted must pertain to the service identified in this agreement and must be provided in a timely manner. Valley Transit will also provide to the County all other reasonable ridership or financial information which the County requests.
7. **Safety.** Valley Transit will monitor the safety and operational requirements of its contracted ADA, elderly, Sunday and Heritage service. In the event that the parties agree to contract with a third party for random safety and operational checks, the contract costs for such checks will be paid for by the County.
8. **Audit.** Valley Transit will include audit costs for its contracted ADA service in its budget without impact on the County's cost. However, any audits required for ancillary services will be added to the total cost of those services, and the County's cost impact will be as described in Section 1 above. Valley Transit shall establish and maintain accounts for the specialized transportation services receiving funding under this agreement. The accounts shall distinguish the costs of this transportation service from any other service.
9. **Records.** Valley Transit shall maintain such records as necessary for a period of three years from the close of the Federal fiscal year to which they pertain, which said record keeping will enable Valley Transit to meet any responsibilities it may have to the state and federal government.
10. **Inspection.** Valley Transit will allow inspection of records and programs, insofar as it is permitted by state and federal law, by representatives of the County, the Area Agency on Aging, the Department of Health and Social services and its authorized agents, and federal agencies, in order to confirm Valley Transit's compliance with the specifications of this agreement.
11. **Disclosure.** The use or disclosure by any party of any information concerning eligible clients who receive services for any purpose not connected with the administration of the service under this Contract is prohibited except with the informed, written consent of the eligible client or the client's legal guardian.
12. **Indemnification.** Each party to this agreement agrees to indemnify, save harmless and defend the other party from and against all liability, loss, damage, costs or expenses which a signing party may sustain, incur or be required to pay by reason of the other party's acts, errors or omissions.
13. **Fares.** Between January 1 and December 31, 2024, fares for elderly and ADA eligible riders will be \$4.00 in compliance with "origin to destination service" as defined in 49 CFR 37.3. Fares for Sunday hours will be \$11.00 in 2024.
14. **Insurance.** Valley Transit agrees that, in order to protect itself and the County, its Officers, Boards, Employees and Representatives under the indemnity provisions of the paragraph above, it will at all times during the term of this Contract keep in force as required at a minimum:

<u>Coverage</u>	<u>Limit</u>
1. Worker's Compensation Statutory	\$1,000,000 General Aggregate
2. Comprehensive General Liability	\$1,000,000 Each Occurrence
3. Auto Liability	\$1,000,000 CSL

Policies shall be issued by a company or companies authorized to do business in the State of Wisconsin and licensed by the Wisconsin Insurance Department. The County shall be given thirty (30) days advance notice of cancellation or non-renewal during the term of this Contract.

In the event any action, suit, or other proceeding is brought against the County upon any matter herein indemnified against, the County shall, within five (5) working days, give notice thereof to Valley Transit and shall cooperate with their attorneys in the defense of the action, suit or other proceeding.

15. **Discrimination.** In connection with the performance of work under this Agreement, Valley Transit agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, sexual orientation, developmental disability as defined in s51.01(5), Wisconsin Statutes, national origin, marital status, ancestry, arrest record, conviction record, or membership in the National Guard, State Defense Force or any reserve component of the military forces of the United States or this state. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and section for training, including apprenticeship. Valley Transit further agrees to take affirmative action to ensure equal employment opportunities.
16. **Conditions.** This Contract is contingent upon authorization of Wisconsin and United States law and any material amendment or repeal of the same affecting relevant funding, or authority of the County or the City shall serve to terminate this Contract, except as further agreed to by the parties hereto. It is also contingent upon continued funding by Valley Transit and the County in its budgetary process in the option years of this Agreement and upon the City continuing the operation of Valley Transit.
17. **Modification/Termination.** Failure to comply with any part of this agreement may be considered cause for revision, suspension, or termination.

Revision or modification of this agreement must be agreed to by all parties involved by an addendum signed by the authorized representative of both parties.

This agreement can be reopened if State and Federal funding regulations restrict the type of service that can be funded in any ADA or ancillary service component of the Valley Transit budget. This does not apply to the federal funding rate.

18. **Electronic Signatures.** This Agreement may be executed in counterparts, either by original signature or verified electronic signature, each of which shall be deemed an original, but such counterparts shall together constitute but one and the same agreement. The headings in this Agreement are inserted for convenience of reference only and shall not constitute a part hereof.

SIGNATURES CONTINUE ON THE NEXT PAGE

IN WITNESS WHEREOF, the parties have caused the forgoing instrument to be executed on the date of last signature below.

**CITY OF APPLETON**

BY: \_\_\_\_\_  
JACOB A. WOODFORD, MAYOR

BY: \_\_\_\_\_  
KAMI LYNCH, CITY CLERK

PROVISION HAS BEEN MADE TO PAY THE LIABILITY,  
WHICH WILL ACCRUE UNDER THE CONTRACT.

APPROVED AS TO FORM:

\_\_\_\_\_  
JERI A. OHMAN, FINANCE DIRECTOR

\_\_\_\_\_  
CHRISTOPHER R. BEHRENS, CITY ATTORNEY

**WINNEBAGO COUNTY**

BY: \_\_\_\_\_  
JONATHAN DORMEL, COUNTY EXECUTIVE

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

BY: \_\_\_\_\_  
SUE ERTMER, COUNTY CLERK

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

CL: 22-0939AKA.DG



**2024 INTERMUNICIPAL AGREEMENT PURSUANT TO WIS. STAT. § 66.0301  
BETWEEN THE CITY OF APPLETON AND CALUMET COUNTY  
TO PROVIDE FOR COST SHARING OF TRANSIT SERVICE FOR ELDERLY AND DISABLED INDIVIDUALS**

**I. THE PARTIES**

City of Appleton, a Wisconsin municipal corporation, doing business at 100 North Appleton Street, Appleton, Wisconsin 54911-4799 (“City”).

Calumet County, a Wisconsin municipal corporation, doing business at 206 Court Street, Chilton, Wisconsin 53014 (“County”).

Together, the municipalities may be jointly referred to as “the Parties”.

**II. THE RECITALS**

**WHEREAS**, the Americans with Disabilities Act (“ADA”), has resulted in an increase in trips provided by the City’s wholly owned transit service, Valley Transit, for individuals covered by the Act; and

**WHEREAS**, the County and the City, in furtherance of the goals fostered by the ADA, wish to coordinate service to offset the increase in costs; and

**WHEREAS**, Section 66.0301 of the Wisconsin Statutes, provides a means by which municipalities may agree to share the cost of mutually beneficial services; and

**WHEREAS**, the City is the owner of Valley Transit and assumes responsibility for and direction of its operations;

**III. THE AGREEMENT**

**NOW, THEREFORE**, the City and the County, by their respective authorized representatives, do hereby agree as follows:

**1. Cost Sharing Arrangements.**

*A. ADA and Sunday Service*

The County agrees to pay the local share of ADA and Sunday paratransit contract costs for trips originating in the County portion of Valley Transit’s ADA service area (all of the parts of the Cities of Appleton and Menasha that lie within Calumet County and the area that is within 3/4 of a mile from all Valley Transit fixed routes within the Village of Harrison). The parties agree that approximately 3% of such trips occur in the Calumet County portion of Valley Transit’s service area. The parties further agree that, throughout this Agreement, wherever reference is made to Valley Transit having obligations or responsibilities, the City, as the contracting party and the owner of Valley Transit assures the compliance of Valley Transit with all of these duties and responsibilities.

The formula for computing Calumet County's actual ADA funding contribution will be as follows:

Calumet County Rides x Contract Cost  
+ Administrative Charges (4%)

- Federal Share
- State Share
- Farebox Revenues
- = Calumet County's Estimated ADA Funding Requirement

In 2024, Valley Transit estimates 100,000 ADA rides of which it is estimated that 3% will originate in Calumet County. The base contract cost per ride is estimated to average \$21.43 with a separate charge for administrative expenses. The Federal and State shares are estimated to be 28% and 28% respectively; therefore, the County's estimated funding requirements will be:

\$64,290	Costs (3,000 rides at \$21.43 per ride)
\$7,374	Administrative charges (3%)
(\$20,066)	Federal Share
(\$20,066)	State Share
<u>\$ (\$12,000)</u>	Fares (3,000 rides at \$4.00 per ride)
\$19,532	Estimated funding

The County's actual costs will be based on actual ridership, contract costs (including fuel), federal share, state share, and fares in 2024. The full percentage of federal and state shares received by Valley Transit for transit funding assistance shall be applied to this service. All fares received as payment for the Calumet County service shall also be applied in this formula.

B. *Elderly and Sunday Service*

As part of the service contract for ADA rides, Valley Transit will also provide rides on Sundays to ADA eligible and the elderly (non-ADA eligible). Calumet County may require certification of elderly riders for eligibility of this service. The service will be provided in the same service area described earlier. The formula for computing the County's actual contribution for this ancillary service will be based on the following:

- Calumet County Rides x Contract Cost
- Federal Share
- State Share
- Farebox Revenue
- + Local Surcharge (1/3 of Federal plus 1/3 State Share)
- = Calumet County's Estimated Ancillary Funding Requirement

The contract costs (including fuel) for elderly rides will be \$21.43; Sunday service will be \$21.43. In 2024, Valley Transit estimates 150 Calumet County elderly trips and 24 Sunday trips with estimated costs as follows:

\$3,215	Elderly Costs (150 x \$21.43)
(\$900)	Federal Share
(\$900)	State Share
(\$600)	Fares (150 x \$4.00/ride)
<u>\$ 600</u>	Local Surcharge (1/3 of Federal plus 1/3 of State Share)
\$ 1,415	Estimated funding

\$ 514 Sunday Costs (24 x \$21.43)

(\$144)	Federal Share
(\$144)	State Share
(\$264)	Fares (24 x \$11.00/ride)
<u>\$ 96</u>	Local Surcharge (1/3 of Federal plus 1/3 of State Share)
\$ 58	Estimated funding

Actual County costs will be based on actual ridership, contract costs per ride, federal share, state share, and fares in 2024. The full percentage of federal and state shares received by Valley Transit for transit funding assistance shall be applied in this formula. All fares received as payment for the Calumet County service shall also be applied in this formula.

C. *Other Ancillary Transportation Service*

- 1) As part of this agreement, Valley Transit will be the funding mechanism for the rural van service. This service will be managed by the County separately from Valley Transit's ADA paratransit (which combines with elderly, Sunday, and evening service) contract service which Valley Transit will manage.

The formula for computing the County's funding contribution will be as follows:

Cost of Service
- Federal Share
- State Share
- Fares
<u>+ Local Surcharge (1/2 of Federal plus 1/2 of State Share)</u>
= Calumet County's Estimated Ancillary Funding Requirement

In 2024 the cost estimate is as follows:

\$ 28,800	Costs
(8,064)	Federal Share
(8,064)	State Share
(18,700)	Fares
<u>\$ 8,064</u>	Local Surcharge (1/2 of Federal plus 1/2 of State Share)
\$ 2,036	Estimated funding

2. **Method of Payment.** The County will pay Valley Transit the gross cost of ADA mandated paratransit, ADA optional paratransit, and elderly (non-ADA eligible) service on a quarterly basis upon receipt by Valley Transit of quarterly ridership reports. Valley Transit will invoice for this service. Federal and State operating assistance will be reimbursed to the County on a quarterly basis.

The County will pay Valley Transit monthly for the other Ancillary Services based on billings received from the provider. Valley Transit will invoice for this service also. All payments are due 30 days from the invoice date. Interest will accrue at a rate of 18% per year (1.5% per month) thereafter.

3. **Service Criteria.**

- Elderly Service.* Service to the elderly will be provided between the hours of 9:00 a.m. and 5:00 p.m. Monday through Friday.
- ADA Service.* Service to people with disabilities will be provided Monday through Friday 5:30 a.m. to 10:30 p.m., and Saturdays 7:30 a.m. to 10:30 p.m.
- Sunday Service.* Service to people with disabilities will be provided on Sundays, 7:30 a.m. to 2:00 p.m.
- General.* There will be no service on six of the holidays where Valley Transit does not operate (Christmas, New Years, Labor Day, Memorial Day, July 4th, and Thanksgiving). All ADA paratransit and elderly service will be in compliance with ADA regulation, 49 CFR Section 37.131.

4. **Eligibility.**

- Elderly Service.* Service will be provided to the elderly (those persons aged 60 and over who are not eligible for ADA services), although the County will encourage the use of Valley Transit’s fixed route service when possible.
- Sunday ADA.* Sunday service will be available to ADA eligible persons.
- ADA Service.* ADA eligibility is consistent with the ADA regulations, 49 CFR Section 37.125. The service will allow advance reservation up to 14 days in advance of a trip and ensure that ADA subscription trips not absorb more than 50 percent of the ADA trips at a given time unless modified by both parties to this contract.

5. **Length of Agreement.** This agreement shall be in effect commencing on January 1, 2024, through December 31, 2024.

6. **Statistical Reports.** Valley Transit agrees to provide the County information sufficient to complete the Calumet County semi-annual reports for submission to the Wisconsin Department of Transportation as a requirement of the Section 85.21 transportation assistance program. The information submitted must pertain to the service identified in this agreement and must be provided in a timely manner. Valley Transit will also provide to the County all other reasonable ridership or financial information which the County requests.

7. **Safety.** Valley Transit will use internal staff to monitor the safety and operational requirements of its contracted ADA, elderly, Sunday and evening service and Calumet County Van Service.

8. **Audit.** Valley Transit will include audit costs for its contracted ADA service in its budget without impact on the County’s cost. Valley Transit shall establish and maintain accounts for the specialized transportation services receiving funding under this agreement. The accounts shall distinguish the costs of this transportation service from any other service.

9. **Records.** Valley Transit shall maintain such records as necessary for a period of three years from the close of the Federal fiscal year to which they pertain, which said record keeping will enable Valley Transit to meet any responsibilities it may have to the state and federal government.

10. **Inspection.** Valley Transit will allow inspection of records and programs, insofar as it is permitted by state and federal law, by representatives of Calumet County, the Area Agency on Aging, the Department of Health and Social services and its authorized agents, and federal agencies, in order to confirm Valley Transit’s compliance with the specifications of this agreement.

11. **Disclosure.** The use or disclosure by any party of any information concerning eligible clients who receive services for any purpose not connected with the administration of the service under this

Contract is prohibited except with the informed, written consent of the eligible client or the client's legal guardian.

12. **Indemnification.** Each party to this agreement agrees to indemnify, save harmless and defend the other party from and against all liability, loss, damage, costs or expenses which a signing party may sustain, incur or be required to pay by reason of the other party's acts, errors or omissions.
13. **Fares.** Between January 1 and December 31, 2024, fares for elderly and ADA eligible riders will be \$4.00 in compliance with "origin to destination service" as defined in 49 CFR 37.3. Fares for Sunday service will be \$11.00 in 2024.
14. **Insurance.** Valley Transit agrees that, in order to protect itself and the County, its Officers, Boards, Employees and Representatives under the indemnity provisions of the paragraph above, it will at all times during the term of this Contract keep in force as required at a minimum:

<u>Coverage</u>	<u>Limit</u>
1. Worker's Compensation Statutory	\$1,000,000 General Aggregate
2. Comprehensive General Liability	\$1,000,000 Each Occurrence
3. Auto Liability	\$1,000,000 CSL

Policies shall be issued by a company or companies authorized to do business in the State of Wisconsin and licensed by the Wisconsin Insurance Department. The County shall be given thirty (30) days advance notice of cancellation or non-renewal during the term of this Contract.

In the event any action, suit, or other proceeding is brought against the County upon any matter herein indemnified against, the County shall, within five (5) working days, give notice thereof to Valley Transit and shall cooperate with their attorneys in the defense of the action, suit or other proceeding.

15. **Discrimination.** In connection with the performance of work under this Agreement, Valley Transit agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, sexual orientation, developmental disability as defined in s51.01(5), Wisconsin Statutes, national origin, marital status, ancestry, arrest record, conviction record, or membership in the National Guard, State Defense Force or any reserve component of the military forces of the United States or this state. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and section for training, including apprenticeship. Valley Transit further agrees to take affirmative action to ensure equal employment opportunities.
16. **Conditions.** This Contract is contingent upon authorization of Wisconsin and United States law and any material amendment or repeal of the same affecting relevant funding, or authority of the County or the City shall serve to terminate this Contract, except as further agreed to by the parties hereto. It is also contingent upon continued funding by Valley Transit and the County in its budgetary process in the option years of this Agreement and upon the City's continuing the operation of Valley Transit.
17. **Modification/Termination.** Failure to comply with any part of this agreement may be considered cause for revision, suspension, or termination.

Revision or modification of this agreement must be agreed to by all parties involved by an addendum signed by the authorized representative of both parties.

This agreement can be reopened if State and Federal funding regulations restrict the type of service that can be funded in any ADA or ancillary service component of the Valley Transit budget. This does not apply to the federal funding rate.

18. **Electronic Signatures.** This Agreement may be executed in counterparts, either by original signature or verified electronic signature, each of which shall be deemed an original, but such counterparts shall together constitute but one and the same agreement. The headings in this Agreement are inserted for convenience of reference only and shall not constitute a part hereof.

IN WITNESS WHEREOF, the parties have caused the forgoing instrument to be executed on the date of last signature below.

### CITY OF APPLETON

BY: \_\_\_\_\_  
JACOB A. WOODFORD, MAYOR

By: \_\_\_\_\_  
KAMI LYNCH, CITY CLERK

PROVISION HAS BEEN MADE TO PAY THE LIABILITY,  
WHICH WILL ACCRUE UNDER THE CONTRACT.

APPROVED AS TO FORM:

\_\_\_\_\_  
JERI A. OHMAN, FINANCE DIRECTOR

\_\_\_\_\_  
CHRISTOPHER R. BEHRENS, CITY ATTORNEY

### CALUMET COUNTY

BY: \_\_\_\_\_  
TODD ROMENESKO, ADMINISTRATOR

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

APPROVED AS TO FORM:

\_\_\_\_\_  
KIMBERLY TENERELLI, CORPORATION COUNSEL

CL: A22-0939AKA.DG

**2024 INTERMUNICIPAL AGREEMENT PURSUANT TO WIS. STAT. § 66.0301  
BETWEEN THE CITY OF APPLETON AND THE CITY OF NEENAH  
TO PROVIDE FOR COST-SHARING OF TRANSIT SERVICES FOR THE ELDERLY**

**I. THE PARTIES**

The City of Appleton, a Wisconsin municipal corporation, doing business at 100 North Appleton Street, Appleton, Wisconsin 54911-4799 ("Appleton").

The City of Neenah, a Wisconsin municipal corporation, doing business at 211 Walnut Street, Neenah, Wisconsin 54956 ("Neenah").

Together, the municipalities may be jointly referred to as "the Parties".

**II. THE RECITALS**

**WHEREAS**, the City of Appleton, the owner of Valley Transit, assumes responsibility for and direction of its operations, and

**WHEREAS**, the City of Neenah operates Northern Winnebago Dial-A-Ride, a transportation program (hereinafter referred to as "DIAL-A-RIDE") for the benefit of the elderly of the Cities of Neenah and Menasha, and

**WHEREAS**, the City of Appleton and the City of Neenah wish to coordinate services to maximize outside revenue sources.

**III. THE AGREEMENT**

**NOW, THEREFORE**, the City of Appleton and the City of Neenah by their respective representatives, do hereby agree as follows:

1. **COST-SHARING AGREEMENT.**

Expenses for the Dial-A-Ride program will be shared based on the following formula:

Dial-A-Ride x Contract Cost  
- Federal Share  
- State Share  
- Farebox Revenues  
+ Administrative Charge  
= City of Neenah Estimated Contribution

Valley Transit and the City of Neenah estimate that there will be 7,000 rides in 2024. Cost estimates are as follows:

Cost for Dial-A-Ride (7,000 X \$18.21)	\$127,470
Federal Share	(35,692)
State Share	(35,692)
Fares (7,000 X \$3.50)	(24,500)
Administrative Charge	<u>12,747</u>
The City of Neenah Estimated Contribution*	\$44,334

Actual costs will be based on actual ridership, federal share, state share, and fares in 2024.

\*This cost figure is illustrative given that the amounts used in the formula are estimates.

2. **METHOD OF PAYMENT.** Payment by Valley Transit to the contractor will be made monthly based on ridership information provided by the City of Neenah to Valley Transit. Valley Transit will invoice the City of Neenah for its contribution on a monthly basis.
3. **LENGTH OF AGREEMENT.** This agreement shall be for the calendar year 2024. Renewal shall occur upon mutual agreement by the parties 30 days prior to the termination date of this contract.
4. **PROGRAM ADMINISTRATION AND REPORTING.** Valley Transit and the City of Neenah shall be responsible for administration of the Dial-A-Ride Program.
5. **INSPECTION.** Both parties agree to allow inspection of each other's records and books so far as permitted by law. Record inspection shall be allowed upon reasonable notice in order to confirm compliance with the terms and conditions of this agreement.
6. **AUDIT.** Any audits required for Dial-A-Ride services will be added to the total cost of those services, and the City of Neenah's cost impact will be as described in Section 1 above. Valley Transit shall establish and maintain accounts for the specialized transportation services receiving funding under this agreement. The accounts shall distinguish the costs of this transportation service from any other service.
7. **INDEMNIFICATION.** Each party to this agreement agrees to indemnify, save harmless and defend the other party from and against all liability, loss, damage, costs or expenses which a signing party may sustain, incur or be required to pay by reason of the other party's acts, errors or omissions.
8. **INSURANCE.** The City of Appleton and the City of Neenah agree at all times during the existence of this Agreement to keep in force the following insurance coverages:

<b><u>Coverage</u></b>	<b><u>Limit</u></b>
Worker's Compensation	Statutory Limit
Comprehensive General Liability	\$1,000,000 Each Occurrence
Auto Liability	\$1,000,000 CSL

9. **DISCRIMINATION.** In connection with the performance of work under this agreement, the City of Appleton and the City of Neenah agree not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, sexual orientation, development disability as defined in §5101 (5), Wis. Stats., national origin, marital status, ancestry, arrest record, conviction record, or membership in the National Guard, State Defense Force or any reserve component of the military forces of the United States or this State. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other form of compensation; and section for training, including apprenticeship. Valley Transit further agrees to take affirmative action to ensure equal employment opportunities.
10. **CONDITIONS.** This agreement is contingent upon authorization of Wisconsin and United States law and any material amendment or repeal of the same affecting relevant funding, or authority of the City of Appleton and the City of Neenah shall serve to terminate this agreement.



11. **MODIFICATION/TERMINATION**. Failure to comply with any material part of this agreement may be considered cause for revision, suspension, or termination.

Revision or modification of this agreement must be agreed to by all parties involved by a written addendum signed by the authorized representatives of each party.

12. **ELECTRONIC SIGNATURES**. This Agreement may be executed in counterparts, either by original signature or verified electronic signature, each of which shall be deemed an original, but such counterparts shall together constitute but one and the same agreement. The headings in this Agreement are inserted for convenience of reference only and shall not constitute a part hereof.

IN WITNESS WHEREOF, the parties have caused the forgoing instrument to be executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

SIGNATURES APPEAR ON THE FOLLOWING PAGE



**2024 INTERMUNICIPAL AGREEMENT PURSUANT TO WIS. STAT. § 66.0301  
BETWEEN THE CITY OF APPLETON AND THE VILLAGE OF FOX CROSSING,  
TO PROVIDE FOR COST-SHARING OF TRANSIT SERVICES FOR THE ELDERLY**

**I. THE PARTIES**

The City of Appleton, a Wisconsin municipal corporation, doing business at 100 North Appleton Street, Appleton, Wisconsin 54911-4799 ("Appleton").

The Village of Fox Crossing, a Wisconsin municipal corporation, doing business at 2000 Municipal Drive, Neenah Wisconsin 54956 ("Fox Crossing").

Together, the municipalities may be jointly referred to as "the Parties".

**II. THE RECITALS**

**WHEREAS**, the City of Appleton, the owner of Valley Transit, assumes responsibility for and direction of its operations, and

**WHEREAS**, the Village of Fox Crossing operates Northern Winnebago Dial-A-Ride, a transportation program (hereinafter referred to as "DIAL-A-RIDE") for the benefit of the Village of Fox Crossing, and

**WHEREAS**, the City of Appleton and the Village of Fox Crossing wish to coordinate services to maximize outside revenue sources.

**III. THE AGREEMENT**

**NOW, THEREFORE**, the City of Appleton the Village of Fox Crossing by their respective representatives, do hereby agree as follows:

1. **COST-SHARING AGREEMENT.**

Expenses for the Dial-A-Ride program will be shared based on the following formula:

Dial-A-Ride x Contract Cost  
- Federal Share  
- State Share  
- Farebox Revenues  
+ Administrative Charge  
= Village of Fox Crossing Estimated Contribution

Valley Transit and the Village of Fox Crossing estimate that there will be 1,500 rides in 2024. Cost estimates are as follows:

Cost for Dial-A-Ride (1,500 X \$18.21)	\$27,315
Federal Share	(7,648)
State Share	(7,648)
Fares (1,500 X \$3.50)	(5,250)
Administrative Charge	<u>2,732</u>
The Village of Fox Crossing Estimated Contribution*	\$9,501

Actual costs will be based on actual ridership, federal share, state share, and fares in 2024.

\*This cost figure is illustrative given that the amounts used in the formula are estimates.

2. **METHOD OF PAYMENT.** Payment by Valley Transit to the contractor will be made monthly based on ridership information provided by the Village of Fox Crossing to Valley Transit. Valley Transit will invoice the Village of Fox Crossing for its contribution on a monthly basis.
3. **LENGTH OF AGREEMENT.** This agreement shall be for the calendar year 2024. Renewal shall occur upon mutual agreement by the parties 30 days prior to the termination date of this contract.
4. **PROGRAM ADMINISTRATION AND REPORTING.** Valley Transit and the Village of Fox Crossing shall be responsible for administration of the Dial-A-Ride Program.
5. **INSPECTION.** Both parties agree to allow inspection of each other's records and books so far as permitted by law. Record inspection shall be allowed upon reasonable notice in order to confirm compliance with the terms and conditions of this agreement.
6. **AUDIT.** Any audits required for Dial-A-Ride services will be added to the total cost of those services and the Village of Fox Crossing's cost impact will be as described in Section 1 above. Valley Transit shall establish and maintain accounts for the specialized transportation services receiving funding under this agreement. The accounts shall distinguish the costs of this transportation service from any other service.
7. **INDEMNIFICATION.** Each party to this agreement agrees to indemnify, save harmless and defend the other party from and against all liability, loss, damage, costs or expenses which a signing party may sustain, incur or be required to pay by reason of the other party's acts, errors or omissions.
8. **INSURANCE.** The City of Appleton and the Village of Fox Crossing agree at all times during the existence of this Agreement to keep in force the following insurance coverages:

<b><u>Coverage</u></b>	<b><u>Limit</u></b>
Worker's Compensation	Statutory Limit
Comprehensive General Liability	\$1,000,000 Each Occurrence
Auto Liability	\$1,000,000 CSL

9. **DISCRIMINATION.** In connection with the performance of work under this agreement, the City of Appleton the Village of Fox Crossing agree not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, sexual orientation, development disability as defined in §5101 (5), Wis. Stats., national origin, marital status, ancestry, arrest record, conviction record, or membership in the National Guard, State Defense Force or any reserve component of the military forces of the United States or this State. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other form of compensation; and section for training, including apprenticeship. Valley Transit further agrees to take affirmative action to ensure equal employment opportunities.
10. **CONDITIONS.** This agreement is contingent upon authorization of Wisconsin and United States law and any material amendment or repeal of the same affecting relevant funding, or authority of the City of Appleton and the Village of Fox Crossing shall serve to terminate this agreement.

11. **MODIFICATION/TERMINATION**. Failure to comply with any material part of this agreement may be considered cause for revision, suspension, or termination.

Revision or modification of this agreement must be agreed to by all parties involved by a written addendum signed by the authorized representatives of each party.

12. **ELECTRONIC SIGNATURES**. This Agreement may be executed in counterparts, either by original signature or verified electronic signature, each of which shall be deemed an original, but such counterparts shall together constitute but one and the same agreement. The headings in this Agreement are inserted for convenience of reference only and shall not constitute a part hereof.

IN WITNESS WHEREOF, the parties have caused the forgoing instrument to be executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

SIGNATURES APPEAR ON THE FOLLOWING PAGE

**CITY OF APPLETON**

BY: \_\_\_\_\_  
JACOB A. WOODFORD, MAYOR

By: \_\_\_\_\_  
KAMI LYNCH, CITY CLERK

PROVISION HAS BEEN MADE TO PAY THE LIABILITY,  
WHICH WILL ACCRUE UNDER THE CONTRACT.

APPROVED AS TO FORM:

\_\_\_\_\_  
JERI A. OHMAN, FINANCE DIRECTOR

\_\_\_\_\_  
CHRISTOPHER R. BEHRENS, CITY ATTORNEY

DAVID C. RASHID, CITY ATTORNEY

**VILLAGE OF FOX CROSSING**

BY: \_\_\_\_\_  
DALE YOUNGQUIST, VILLAGE PRESIDENT

\_\_\_\_\_  
DATE

BY: \_\_\_\_\_  
DARLA M. FINK, VILLAGE CLERK

\_\_\_\_\_  
DATE

APPROVED AS TO FORM:

\_\_\_\_\_  
ANDY ROSSMEISSI, VILLAGE ATTORNEY  
CL: A22-0939AKA

**2024 - 2025 GRANT AGREEMENT BETWEEN  
THE CITY OF APPLETON, VALLEY TRANSIT  
AND  
LUTHERAN SOCIAL SERVICES OF WI AND UPPER MI, INC.**

This 2024 - 2025 Grant Agreement ("Agreement") is made by and between The City of Appleton, Valley Transit, hereafter referred to as "Valley Transit," and Lutheran Social Services of WI and Upper MI, Inc., hereafter referred to as "Recipient." Valley Transit and the Recipient shall be referred to herein as the "Parties."

**PRELIMINARY STATEMENT**

Valley Transit is authorized to administer the federal Enhanced Mobility of Seniors and Individuals with Disabilities Program ("Program") under 49 USC §5310 (CFDA 20.513). The Recipient has requested funds to assist in financing project costs for their Making the Ride Happen project and Volunteer Driver project ("the Project") for the period January 1, 2024, through December 31, 2025. Valley Transit agrees to provide financial assistance for the Project with Program monies made available in accordance with the terms and conditions of this Agreement and the provisions of the Recipient's 2024 - 2025 grant application for assistance, which are made part of this Agreement by reference and attached hereto as Attachment A ("2024 - 2025 Grant Application").

In consideration of the reciprocal promises expressed in this Agreement, the Parties mutually agree as follows:

**Article I: Payment by Valley Transit**

- A. Valley Transit agrees to pay the Recipient quarterly the respective federal share of the Recipient's eligible expenses reported up to the funding level specified in Attachment B for expenses incurred during the period of January 1, 2024, through December 31, 2025, as funding for the Project.
- B. Valley Transit shall make payments to the Recipient upon receipt of the proper documentation of eligible expenses required to fund the Project.
- C. Funding for this Agreement is made available solely through federal funding through the Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities Program (CFDA 20.513).

**Article II: Responsibility of Recipient**

- A. The Recipient shall maintain a system of accounting controls to identify, segregate, allocate, and safeguard allowable expenses and revenues for the Project. The Recipient shall also ensure that all sub-recipients and/or third-party transportation service providers comply with this requirement.

- B. Should any portion of the Project be contracted to a sub-recipient and/or a third-party transportation service provider, the Recipient agrees to pay all expenses of the transportation service as its bills become due. The Recipient also agrees to provide the local share of the Projects operating deficit as required. If the Recipient contracts for transportation service with a third-party, the Recipient shall pay the third-party in accordance with actual monthly operating deficit. The Recipient may reduce payments to the sub-recipient and/or third-party by an amount equal to any overpayments made to the sub-recipient and/or third-party under this Agreement or under any prior operating assistance contract entered into with any party, including Valley Transit.
- C. This Agreement shall be in effect from January 1, 2024, through December 31, 2025, and payments shall be based exclusively on expenses incurred by the Project during that time period.
- D. The Recipient shall file quarterly reimbursement and performance measures reports ("Reports") within 30 days of the close of the reporting period. Other special reports ("Special Reports") may also be required by Valley Transit, which Valley Transit may request on a case-by-case basis from the Recipient as needed. The Recipient assures that all Reports and Special Reports will be submitted in a manner and form prescribed by Valley Transit.

**Article III: Disbursements of Funds**

- A. Payment by Valley Transit to the Recipient shall be made upon the submittal of the Reports and Special Reports, if applicable, by the Recipient to Valley Transit. Said payments will be made within 30 calendar days of receipt of the Reports by Valley Transit and shall be issued by check.
- B. Valley Transit may withhold and/or refuse to pay any and all payments due and owing the Recipient should the Recipient fail to file a Report or Special Report as required pursuant to Article II above, until such time as the report is filed in the manner and form prescribed.

**Article IV: Accounting Records and Department Audits**

- A. The Recipient shall have a single, organization-wide financial and compliance audit performed by a qualified independent auditor if required to do so under federal law and regulations. This audit shall be performed in accordance with federal Office of Management and Budget (OMB) Circular A-133, its Compliance Supplement, and state single audit guidelines issued by the Wisconsin Department of Administration (DOA). Any findings from this audit that are relevant to the use of FTA funds shall be brought immediately to the attention of Valley Transit by the Recipient.
- B. The Recipient, any sub-recipients and/or third-party and their affiliates shall maintain all documents and evidence pertaining to revenues, expenses and cost allocations related to the Recipient for inspection by Valley Transit or its designee during normal business hours in their respective offices, for a period of three years following final agreement payment, and shall make



said documents available to Valley Transit upon 24 hours' notice by Valley Transit to the Recipient. The Recipient shall be responsible for insuring the compliance of all sub-recipients and/or third-parties and affiliates with this provision.

- C. The Recipient shall permit Valley Transit, the Comptroller General of the United States, and the Secretary of the U.S. Department of Transportation, or their authorized representatives, access to inspect all vehicles, facilities, and equipment acquired or used as part of the Project; all transportation services rendered by the Recipient by the use of such vehicles, facilities, and equipment; and all relevant project data, documents, and records. The Recipient shall also permit access to audit the books, records, and accounts of the Recipient pertaining to the project upon 24 hours' notice by Valley Transit to the Recipient.

**Article V: Notification of Federal Participation**

The Recipient must include the following notification language of federal participation in all of its requests for proposals, solicitations, contracts, press releases, brochures, web sites, or other publications, etc., funded under this grant, based on the source of funding:

*"This project is funded in part by the Federal Transit Administration (FTA) as authorized under 49 U.S.C. §5310 Enhanced Mobility of Seniors and Individuals with Disabilities (CFDA 20.513)."*

**Article VI: Arbitration**

Any claim, counterclaim or dispute arising out of or relating to this Agreement may, by mutual consent, be submitted to arbitration, if the parties mutually agree, or in a court of competent jurisdiction within the State of Wisconsin.

**Article VII: Applicable Law**

This Agreement shall be governed under the laws of the State of Wisconsin. The Recipient shall at all times comply with and observe all federal and state laws, local laws, ordinances and regulations which are in effect during the period of this Agreement and which in any manner affect the work or its conduct.

**Article VIII: Safety Requirements**

All materials, equipment, and supplies acquired through this Agreement by the Recipient must comply fully with all safety requirements as set forth in law or rule by the State of Wisconsin, and all applicable OSHA Standards.

**Article IX: Project Management**

- A. The Recipient agrees that the Project will be that as described in the 2024 - 2025 Grant Application and will be managed and operated in accordance with the provisions of the 2024 – 2025 Grant Application, which is made part of this Agreement by reference.

- B. Should the Recipient wish to modify the Project from that described in its 2024 - 2025 Grant Application, the Recipient must submit in writing to Valley Transit in a manner prescribed by Valley Transit the request for modification. The Recipient shall not act on the proposed modification unless and until approval is granted by Valley Transit and the Recipient shall continue to work on the Project per the description in its 2024 - 2025 Grant Application unless and until they receive approval from Valley Transit to modify the Project
- C. Should Valley Transit determine a proposed modification to the 2024 - 2025 Grant Application is a "substantive change" to the initial grant application, Valley Transit may, in its discretion, prepare an Amendment to this agreement and forward it to the Recipient for execution. The Recipient shall not implement a proposed "substantive change" to the Project until an appropriate amendment to this Agreement has been executed by both Parties.
- D. Should Valley Transit determine that a proposed modification to the 2024 - 2025 Grant Application is a "non-substantive change," Valley Transit may, in its discretion, authorize in writing the Recipient to implement the change, and a formal amendment to this Agreement shall not be required.

**Article X: City Approval of Procurements and Contracts**

- A. The Recipient will be provided a copy of the Valley Transit Procurement Manual. All rules within the manual must be followed when making any purchases.
- B. Before purchasing services or capital items from a third-party with funds from this grant, the Recipient must contact Valley Transit in order to determine the best way to proceed with a state and federally compliant procurement. An overview of these procedures is available on the Wisconsin Department of Transportation web site at:  
<http://www.dot.wisconsin.gov/localgov/transit/procurement.htm>
- C. The Recipient must obtain Valley Transit approval for pre-solicitation and post-solicitation procurement activities as follows:
  - i. Recipient Notification to Valley Transit of Intent to Purchase. The Recipient must notify Valley Transit in writing of its intention to purchase the service or item. Such notification should include the funding source (i.e., grant number) by which the Recipient intends to fund the purchase as well as assurances that the proposed procurement will follow all relevant federal and state purchasing rules and procedures.
  - ii. Valley Transit Notification to Recipient to Make Award. As requested by Valley Transit, the Recipient will provide to Valley Transit written documentation of the solicitation process. Upon review, Valley Transit will issue written approval to the Recipient to make the award.
- D. The Recipient shall send to Valley Transit all draft contracts between the Recipient and any third-party vendor receiving funds under this Agreement. Valley Transit shall review such draft

contracts and determine their conformance with the provisions of this Agreement. Only upon authorization by Valley Transit shall the Recipient execute such contracts.

**Article XI: Prohibited Interests**

- A. No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefit arising there from.
- B. No member, officer, or employee of Valley Transit or of the Recipient during his or her tenure or for one year thereafter shall have any personally benefiting interest, direct or indirect, in this Agreement or the proceeds thereof.

**Article XII: Termination**

- A. Valley Transit may terminate this Agreement at any time that it determines that the Recipient or its sub-recipient and/or third-party has failed to perform in the manner called for in the Agreement or has failed to fulfill the obligations herein. Failure of the Recipient, or its sub-recipient and/or third-party, to comply with the terms and conditions of its grant application and/or the provisions of this Agreement shall be considered cause for termination.
- B. The Recipient may terminate this Agreement for whatever reason such request to terminate is made.
- C. The Parties agree that notice of intent to terminate the Agreement shall be made in writing though "return-receipt certified mail" at least 30 calendar days prior to the proposed termination date.
- D. In the event this Agreement is terminated, Valley Transit shall be liable only for payment under the payment provisions of this Agreement for services rendered before the effective date of termination.

**Article XIII: Attachments and Appendices**

All attachments and appendices to this agreement are incorporated herein by annexation.

Witness the execution of this Agreement by the parties hereto in the manner most appropriate to each.

**2024 - 2025 GRANT AGREEMENT BETWEEN  
THE CITY OF APPLETON, VALLEY TRANSIT  
AND  
LUTHERAN SOCIAL SERVICES**

In witness whereof, the parties have executed this agreement on the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**CITY OF APPLETON:**

By: \_\_\_\_\_  
Jacob A. Woodford, Mayor

By: \_\_\_\_\_  
Kami Lynch, City Clerk

By: \_\_\_\_\_  
Ronald C. McDonald, Valley Transit General Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
Christopher Behrens, City Attorney

Provision has been made to pay the liability which will accrue under the contract.

\_\_\_\_\_  
Jeri Ohman, Director of Finance

**LUTHERAN SOCIAL SERVICES:**

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

**Attachment B**  
**2024- 2025 Section 5310 Grant Agreement**  
**LUTHERAN SOCIAL SERVICES**

<b><u>2024 Projects</u></b>	<b><u>Operating Project</u></b>	<b><u>Capital Project</u></b>
Net Project Cost:	\$90,158.00	\$68,321.00
Local Match:	\$45,079.00	\$13,664.00
Federal Program Amount	\$45,079.00	\$54,657.00

<b><u>2025 Projects</u></b>	<b><u>Operating Project</u></b>	<b><u>Capital Project</u></b>
Net Project Cost:	\$90,158.00	\$68,321.00
Local Match:	\$45,079.00	\$13,664.00
Federal Program Amount	\$45,079.00	\$54,657.00

**Attachment C**  
**2024 - 2025 Section 5310 Grant Agreement**  
**LUTHERAN SOCIAL SERVICES**

**FEDERAL TRANSIT ADMINISTRATION**  
**Federally Required Certifications and Contract Clauses**

**No Obligation by the Federal Government**

(1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the Federal Transit Administration (FTA). It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**Program fraud and false or fraudulent statements and related acts**

31 U.S.C. 3801 et seq.  
49 CFR Part 31 18 U.S.C. 1001  
49 U.S.C. 5307

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq . and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

**Access to Records**

49 U.S.C. 5325  
18 CFR 18.36 (i)  
49 CFR 633.17

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.

3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

4. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

5. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

6. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

7. FTA does not require the inclusion of these requirements in subcontracts.

### **Federal Changes**

49 CFR Part 18

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement (see [http://www.fta.dot.gov/funding/apply/grants\\_financing\\_3162.html](http://www.fta.dot.gov/funding/apply/grants_financing_3162.html)) between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

## **Civil Rights**

29 U.S.C. § 623, 42 U.S.C. § 2000

42 U.S.C. § 6102, 42 U.S.C. § 12112

42 U.S.C. § 12132, 49 U.S.C. § 5332

29 CFR Part 1630, 41 CFR Parts 60 et seq.

The following requirements apply to the underlying contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

## **Disadvantaged Business Enterprises**

49 CFR Part 26

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is 1.18 %. A separate contract goal has not been established for this procurement.

b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration



of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Valley Transit deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

c. The successful bidder will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

d. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from Valley Transit. In addition, [the contractor may not hold retainage from its subcontractors.] [is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.] [is required to return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by Valley Transit and contractor's receipt of the partial retainage payment related to the subcontractor's work.]

e. The contractor must promptly notify Valley Transit, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of Valley Transit.

### **Incorporation of FTA Terms**

FTA Circular 4220.1F

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Valley Transit requests which would cause Valley Transit to be in violation of the FTA terms and conditions.

### **Termination Provisions**

49 U.S.C. Part 18

FTA Circular 4220.1F

(1) Termination for Convenience - The performance of work under the Contract may be terminated by Valley Transit in accordance with this Section in whole, or from time to time in part, whenever Valley Transit determines that such termination is in its best interest. Any such termination shall be effected by delivery to the Contractor of a notice of termination specifying the extent to which performance of work under the Contract is terminated and the date upon which such termination becomes effective.

(2) Termination for Default - If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, Valley Transit may terminate this contract for default. Valley Transit shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Valley Transit.

(3) Termination by Mutual Agreement - The Contract may be terminated by mutual agreement of the parties. Such termination shall be effective in accordance with a written agreement by the parties. Any other act of termination shall be in accordance with the termination by convenience or default provisions contained in these sections.

### **Suspension and Debarment**

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by Valley Transit. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to Valley Transit, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

### **Resolution of Disputes, Breaches, or Other Litigation**

49 CFR Part 18

FTA Circular 4220.1E

Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of Valley Transit's Transportation Director. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Transportation Director. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Transportation Director shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by Valley Transit, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the Valley Transit and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which Valley Transit is located.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and

remedies otherwise imposed or available by law. No action or failure to act by Valley Transit or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

### **Lobbying**

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

### **Clean Air**

42 U.S.C. 7401 et seq  
40 CFR 15.61  
49 CFR Part 18

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq . The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

### **Clean Water**

33 U.S.C. 1251

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq . The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

### **Energy Conservation**

42 U.S.C. 6321 et seq.  
49 CFR Part 18

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

### **Conformance with ITS National Architecture**

Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 note and follow the provisions of

FTA Notice, "FTA National Architecture Policy on Transit Projects," 66 Fed. Reg.1455 etseq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

### **Notification of Federal Participation**

To the extent required by law, in the announcement of any third party contract award for goods and services (including construction services) having an aggregate value of \$500,000 or more, contractor shall specify the amount of Federal assistance to be used in financing that acquisition of goods and services and to express that amount of Federal assistance as a percentage of the total cost of the third party contract.

### **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.**

(a) Valley Transit's Contractors and subrecipients are prohibited from obligating or expending loan or grant funds to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](#), section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
  - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
  - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
  - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under [Public Law 115-232](#), section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

### **Safe Operation of Motor Vehicles. (a) Seat Belt Use.**

23 U.S.C. § 402 note, (62 Fed. Reg. 19217)

The Contractor agrees to implement Executive Order No. 13043, "Increasing Seat Belt Use in the United States," by adopting and promoting on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles.

### **Safe Operation of Motor Vehicles. (b) Distracted Driving, Including Text Messaging While Driving.**

23 U.S.C. § 402 note, (74 Fed. Reg. 51225)

The Contractor agrees to comply with: (1) Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," (2) U.S. DOT Order 3902.10, "Text Messaging While Driving," and (3) The following U.S. DOT Special Provision pertaining to Distracted Driving:

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Recipient owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the Award, or when performing any work for or on behalf of the Award;

The Contractor agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

**FTA Master Agreement (28) Section 39(b).**

Notification to FTA; Flow Down Requirement. If a current or prospective legal matter that may affect the Federal Government emerges, the Valley Transit must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Valley Transit is located. Valley Transit must include a similar notification requirement in its Third Party Agreements (Contractors) and must require each Contractor to include an equivalent provision in its subagreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.

(1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

(2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and

(3) Additional Notice to U.S. DOT Inspector General. Valley Transit must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which it is located, if Valley Transit has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the Project is subject to this Agreement or another agreement between Valley Transit and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant (Contractor) of Valley Transit. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of Valley Transit. In this paragraph, "promptly" means to refer information without delay and without change. This notification provision applies to all divisions of Valley Transit, including divisions tasked with law enforcement or investigatory functions.

## Lobbying Certification

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*.)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

If the undersigned is required to complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying" (see #2 above), please include Standard Form—LL with this proposal submittal.

\_\_\_\_\_ Signature of Contractor's Authorized Official

\_\_\_\_\_ Name and Title of Contractor's Authorized Official

\_\_\_\_\_ Date

**Compliance with Overall Federal Regulations Certification**  
**49 CFR Part 18**

The Contractor listed below hereby certifies that it shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Federal Transit Administration (FTA) Master Agreement between the City of Appleton/ValleyTransit and the Federal Transit Administration, as they may be amended or promulgated from time to time during the term of this contract. The Contractor's failure to so comply shall constitute a material breach of this contract. FTA contract clauses are listed in this RFP.

\_\_\_\_\_ Signature of Contractor's Authorized Official

\_\_\_\_\_ Name and Title of Contractor's Authorized Official

\_\_\_\_\_ Date

## APPENDIX A

# Valley Transit STAFF SAFETY ROLES AND RESPONSIBILITIES

<b>Completed by: Traci Robinson</b>	<b>Date: 11/01/2023</b>
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Position Title	Name of Staff Member	Position Description	Safety Responsibilities
Accountable Executive	<b>Ron McDonald</b>	<p style="text-align: center;">49 CFR § 673.5 –</p> <p>Accountable Executive means a single, identifiable person who has ultimate responsibility for carrying out the PTASP; responsibility for carrying out the agency's TAM Plan; and control or direction over the human and capital resources needed to develop and maintain both the agency's PTASP, in accordance with 49 U.S.C. § 5329(d), and the agency's TAM Plan in accordance with 49 U.S.C. § 5326.</p>	<ul style="list-style-type: none"> <li>Ultimate responsibility for carrying out the PTASP</li> <li>Responsibility for carrying out the TAM Plan</li> <li>Control or direction over the human and capital resources needed to develop and maintain both plans</li> <li>Ensuring the agency's SMS is effectively implemented throughout the system</li> <li>Ensuring action is taken, as necessary, to address substandard performance in the agency's SMS</li> <li>May delegate specific responsibilities, except ultimate accountability for the agency's safety performance, which always rests with the Accountable Executive</li> </ul>
Chief Safety Officer	<b>Traci Robinson</b>	<p style="text-align: center;">49 CFR § 673.5 –</p> <p>Chief Safety Officer means an adequately trained individual who has responsibility for safety and reports directly to a transit agency's chief executive officer, general manager, president, or equivalent officer.</p> <p>A Chief Safety Officer (CSO) for a small public transportation provider (as defined in Part 673) may serve in capacities (operational or maintenance) unless the agency ceases to be a small public transportation provider or operates a rail transit system.</p>	<ul style="list-style-type: none"> <li>Is adequately trained</li> <li>Responsibility for safety</li> <li>Reports directly to agency's Accountable Executive</li> <li>Authority and responsibility for day-to-day implementation and operation of agency's SMS</li> </ul>
Safety Manager	<b>Traci Robinson</b>	<p>Ensure coordinated development and implementation of the PTASP</p>	<ul style="list-style-type: none"> <li>Maintains a safe working environment</li> <li>Adheres to all safety policies and procedures</li> <li>Promotes safety awareness throughout the organization</li> <li>Ensures safety documentation is current and accessible to all employees</li> <li>Communicates changes in safety documents to all personnel</li> <li>Monitors effectiveness of corrective actions</li> <li>Provides periodic reports on safety performance</li> <li>Renders independent advice to the CEO, senior managers, and other personnel on safety-related matters</li> <li>Ensures that safety management has a high priority throughout the organization</li> </ul>
Transit Supervisor(s)	<b>Justin Dreger, Justin Madero, Laura VanHooreweghe</b>	<p>Supervisors are responsible for communicating the transit agency's safety policies to all employees.</p>	<ul style="list-style-type: none"> <li>Maintains a safe working environment</li> <li>Adheres to all safety policies and procedures</li> </ul>



			<ul style="list-style-type: none"> <li>• Full knowledge of all standard and safety operating procedures</li> <li>• Ensures that drivers make safety a primary concern when on the job</li> <li>• Listens and acts upon any safety concerns raised</li> <li>• Immediately reports safety concerns to the CSO/SM</li> <li>• Provides leadership and direction to employees during security incidents</li> <li>• Handles minor non-threatening rule violations</li> <li>• Defuses minor arguments</li> <li>• Determines when to call for assistance</li> <li>• Responds to fare disputes and service complaints</li> <li>• Responds to security related calls with police officers when required, rendering assistance with crowd control, victim/witness information gathering, and general on-scene assistance</li> <li>• Completes necessary security related reports</li> <li>• Takes photographs of damage and injuries</li> <li>• Coordinates with all outside agencies at incident scenes</li> </ul>
Bus Operator(s)	<b>Multiple</b>	Drivers are responsible for exercising maximum care and good judgment in identifying and reporting suspicious activities, in managing security incidents, and in responding to emergencies.	<ul style="list-style-type: none"> <li>• Maintains a safe working environment</li> <li>• Adheres to all safety policies and procedures</li> <li>• Takes charge of a hazard incident scene until the arrival of supervisory or emergency personnel</li> <li>• Collects fares in accordance with agency policy</li> <li>• Familiar with Valley Transit Employee Manual and Procedures</li> <li>• Attempts to handle minor non-threatening rule violations</li> <li>• Responds verbally to complaints</li> <li>• Attempts to defuse minor arguments</li> <li>• Determines when to call for assistance</li> <li>• Maintains control of the vehicle</li> <li>• Reports all safety incidents to Supervisor on duty</li> <li>• Completes all necessary safety related reports</li> </ul>
Maintenance	<b>Multiple</b>	Mechanic performs major running repairs of buses. Fully qualified and completely capable of repairing, maintaining, and rebuilding all parts of all equipment.	<ul style="list-style-type: none"> <li>• Maintains a safe working environment</li> <li>• Adheres to all safety policies and procedures</li> <li>• Responsible for repair of vehicle components, including engine and transmission rebuilds</li> <li>• Conducts all levels of inspections</li> <li>• Assists in all aspects of repair and maintenance work</li> <li>• Makes bus assignments (if needed)</li> <li>• Maintains a safe working environment and adheres to all safety policies and procedures</li> <li>• Makes road calls</li> <li>• Tire changes and repairs</li> <li>• Brake relines</li> <li>• Driver reported defects</li> <li>• Supervises bus-washing activities</li> <li>• Fuels/cleans buses</li> </ul>
Communication Technicians	<b>Multiple</b>	Dispatcher for operators, answers telephone calls from the public providing customer service, responds to radio calls from operators for repair calls, normal calls, and emergency transmissions	<ul style="list-style-type: none"> <li>• Maintains a safe working environment</li> <li>• Adheres to all safety policies and procedures</li> <li>• Familiar with Valley Transit Employee Manual and Procedures</li> </ul>

## APPENDIX B

# Valley Transit SAFETY ASSESSMENT AND SYSTEM REVIEW

Complete this form semi-annually to identify potential safety hazards. It is imperative that completion of this review includes only accurate and correct information – data collected from this assessment will guide agency resource allocation and focus priority needs appropriately. Not all questions will apply.

<b>Completed by: Traci Robinson</b>	<b>Date: 11/01/2023</b>
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SECTION	REVIEW QUESTIONS	YES	NO	N/A
<b>Safety Policies:</b>	• Are all safety policies up to date and reviewed?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	• Is a Public Transit Agency Safety Plan (PTASP) or any other System Safety Plan written for the transit system?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	• Is the Drug and Alcohol Policy current and up to date?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>New Hire Employee Files:</b>	• Was there a structured interview conducted and documented?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	• Is the applicant asked the questions relating to previous experience with drug and alcohol testing?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	• Is the offer of employment documented in writing?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	• Is there a pre-employment drug screen?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	• Is there a pre-employment physical exam?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	• Are safety sensitive responsibilities outlined in the job description?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	• Is there a completed Substance Abuse Policy and Drug Free Workplace Policy Acknowledgement form?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	• Is there a Current Policies and Procedures Acknowledgement Form?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Post Hire Employee Files:</b>	• Is a current employee roster available?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	• Are the employee files maintained by the transit system?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	• Do existing employee files contain:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	➤ Background check?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	➤ Previous employer request form?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	➤ Verification of current driver's license and CDL?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	➤ Current MVR?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	➤ PARS Reports?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	➤ Current copy of physical exam certificate?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	➤ Signed Substance Abuse Policy Acknowledgement?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	➤ Drug and Alcohol Testing Record with COC and authorization forms?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	➤ Record of annual supervisor ride checks and evaluations?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Education and Training:</b>	• Are operator certifications current and up to date?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	• Have managers completed Safety Management Systems (SMS) training?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

	• Are employees familiar with OSHA topics, including:	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	➤ Hazard Communication?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	➤ Emergency Action Planning?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	➤ Bloodborne Pathogens?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	➤ Lockout/Tagout?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	➤ Personal Protective Equipment (PPE)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	➤ Injury Prevention Planning?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	• Have all safety sensitive employees received Drug and Alcohol Training?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	• Do new mechanics receive classroom training?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	• Do existing mechanics receive ongoing training?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Safety Meetings:</b>				
	• Is there an active Safety Committee at the transit agency?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	• Are safety meetings held on a regular basis?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	• Are safety meetings and sign in sheets documented, with publically posted agendas and minutes?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	• Do senior managers attend safety meetings?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	• Do vehicle operators attend safety meetings?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	• Do mechanics attend safety meetings?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>Incident and Accident Investigation Procedures:</b>				
	• Are policies in place dictating which incidents are reported and which are not?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	• Are incident report forms kept on board the vehicle?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	• Are accident reports completed for all situations?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	• Are incident/accident reports used as pre-accident training material?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	• Are incident/accident reports used as post-accident training material?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	• Are incident/accident reports used to identify potential hazards and analyzed in a Risk Assessment Matrix (RAM)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	• Are complaint forms kept on all vehicles?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	• Are all operators provided with safety vests on their vehicles?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	• Are incident/accident photos taken?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Substance Abuse:</b>				
	• Is there a current and updated Drug and Alcohol Policy?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	• Do all staff members understand the Drug and Alcohol Policy?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	• Is random testing being completed?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	• Is reasonable suspicion testing being completed?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Facility and Shop Inspections:</b>				
	• Are monthly facility inspections conducted as scheduled?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	• Are facility inspection forms completed properly?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	• Are unsafe conditions or acts, regarding the facility corrected and documented?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	• Are fire extinguishers up to date with annual servicing requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	• Are fire extinguishers inspected on a monthly basis?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	• Are routing inspections of the fire extinguishers documented?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	• Are eye wash stations available with unobstructed access?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	• Are eye wash stations inspected on a scheduled basis?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



**APPENDIX C**

**Valley Transit  
FACILITY SAFETY and SECURITY ASSESSMENT**

Complete this form semi-annually to identify potential safety hazards. It is imperative that the completion of this review includes only accurate and correct information – data collected from this assessment will guide agency resource allocation and focus priority needs appropriately. Not all questions will apply.

<b>Completed by: Traci Robinson</b>	<b>Date: 11/01/2023</b>

<b>SECTION</b>	<b>REVIEW QUESTIONS</b>	<b>YES</b>	<b>NO</b>	<b>N/A</b>
<b><i>Buildings and Facility Grounds:</i></b>	• Are facility grounds randomly and frequently patrolled?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	• Are daily security sweeps conducted?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	• Are smoke/fire/carbon monoxide detectors provided and working?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	• Are distribution and number of keys known and controlled?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	• Are all keys labeled as "DO NOT DUPLICATE"?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	• Are all unoccupied areas locked and secured?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b><i>Lighting:</i></b>	• Is entire perimeter of facility properly illuminated?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	• Is lighting mounted at approximately second story level?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	• Are lights provided over all entrance doors?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	• Is lighting provided in staff parking areas?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b><i>Entrance Doors and Windows:</i></b>	• Are all doors:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	➢ Built of commercial grade with metal framing?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	➢ Outside hinges hidden and protected from vandalism?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	➢ Provided with a commercial grade, one-sided lock?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	➢ Provided with push "panic" bar releases?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	➢ In case of breakage or opening are all windows and doors connected to a central station alarm?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b><i>Electronic Surveillance:</i></b>	• Is the entire perimeter of facility protected by a CCTV system?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	• Is this system monitored by management and/or a security company?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	• Is this system always on or activated by motion sensors?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b><i>Non-Employee Access:</i></b>	• Is access restricted to persons without proper credentials and clearance?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	• Are supply deliverers required to show proper I.D. and sign-in a log book?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	• Are all non-employees accompanied and/or observable at all times?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

<b>Surrounding Environment:</b>	<ul style="list-style-type: none"> <li>Are there other non-City/County buildings connected to the facility that may be vulnerable to unauthorized entry to City/County property?</li> </ul>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<ul style="list-style-type: none"> <li>Are all utility components (power transformers, back-up generators) protected and secured from vandalism or attack?</li> </ul>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<ul style="list-style-type: none"> <li>Are all outdoor storage areas adequately lighted and secured?</li> </ul>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Material Storage:</b>	<ul style="list-style-type: none"> <li>Are all hazardous and flammable materials properly identified?</li> </ul>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<ul style="list-style-type: none"> <li>Are all materials properly labeled, stored, and secured?</li> </ul>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Forms and Written Plans:</b>	<ul style="list-style-type: none"> <li>Are emergency numbers (police, fire, ambulance, FBI) current and prominently displayed at each phone?</li> </ul>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<ul style="list-style-type: none"> <li>Is a Chain of Command and emergency call list prominently displayed?</li> </ul>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<ul style="list-style-type: none"> <li>Are employees trained and checklists provided on how to handle a physical threat or incident called in on the phone?</li> </ul>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Evacuation Plan/Procedures</b>	<ul style="list-style-type: none"> <li>Are there evacuation plans for this facility?</li> </ul>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<ul style="list-style-type: none"> <li>Are staff members trained on this plan?</li> </ul>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<ul style="list-style-type: none"> <li>Are assembly areas and alternate assembly areas identified, validated and coordinated with the County Emergency Management Office?</li> </ul>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<ul style="list-style-type: none"> <li>Have the primary and alternate assembly areas, evacuation sites, and evacuation routes been verified and coordinated with all appropriate agencies?</li> </ul>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<ul style="list-style-type: none"> <li>Has the Emergency Evacuation Plan been reviewed, coordinated, and briefed to staff as appropriate?</li> </ul>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Training:</b>	<ul style="list-style-type: none"> <li>Is an orientation program in place for each new staff member?</li> </ul>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<ul style="list-style-type: none"> <li>Do all staff members receive safety and security training appropriate to their position and level of responsibility?</li> </ul>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<ul style="list-style-type: none"> <li>Are periodic safety and security training and briefings completed with staff?</li> </ul>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<ul style="list-style-type: none"> <li>Do all new staff members receive briefings on the City/County Evacuation Plan, the Disaster Preparedness Plan, and other security policies and procedures?</li> </ul>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Administrative Procedures:</b>	<ul style="list-style-type: none"> <li>Is a record of emergency data on file for each staff?</li> </ul>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<ul style="list-style-type: none"> <li>Have incident reporting format and procedures been established and staff briefed on them?</li> </ul>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<ul style="list-style-type: none"> <li>Are all incident reports treated with confidentiality and transmitted by secure means to the appropriate City/County department?</li> </ul>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<ul style="list-style-type: none"> <li>Are background checks conducted and verified on all prospective new hires?</li> </ul>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Cash Handling and Transfer:</b>	<ul style="list-style-type: none"> <li>Has a secure method for receipt, transfer and storage of cash been established and have appropriate staff members been trained on them?</li> </ul>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<ul style="list-style-type: none"> <li>Is cash transported by at least two individuals with cash divided between them?</li> </ul>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<ul style="list-style-type: none"> <li>Do all staff members understand that in the event of a robbery they should never risk their lives to protect cash or other valuables?</li> </ul>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Fire and Electrical Safety:</b>	<ul style="list-style-type: none"> <li>Are fire extinguishers installed in all appropriate locations?</li> </ul>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

	• Are smoke and heat detectors installed, at least one on each floor?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	• Is a first aid kit present and maintained?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	• Are all electrical devices, outlets, circuit breakers and cords free of damage that may pose a shock hazard?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	• Are all electrical circuit, gas, and telephone boxes, if accessible from the outside, locked to prevent tampering?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	• Do any non-employees have access from outside the building to any fire escapes, stairways, and/or the roof?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	• Are all outdoor trash containers and storage bins located away from the building in the event of a fire?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

# APPENDIX D - SRM MATRIX and WORKBOOK

The tabs in this workbook relate to section 2.3 – Risk Mitigation, in Valley Transit's ASP template. The workbook contains the following:

## **SRM-SA Terms**

Guide to terms used in SRM and SA processes.

## **Safety Risk Management (SRM) Risk Register**

Sample risk register, used to associate identified hazards (and existing mitigations) that are being tracked to their associated risk level, as determined by your agency. Includes columns for planned implementation dates for proposed mitigations, department(s) responsible for mitigation implementation, and contact person(s).

## **Safety Assurance (SA) Tracker**

Sample hazard tracker, used to track identified hazards and mitigations as determined by your agency. Includes columns for safety performance targets impacted, department(s) responsible for mitigation implementation, and the means by which a hazard/mitigation is being monitored.

## **Severity Matrix**

Sample matrix for rating severity; includes criteria for each rating.

## **Likelihood Matrix**

Sample matrix for rating likelihood/frequency; includes practical examples for each rating.

## **Risk Assessment Matrix**

Sample combined severity/likelihood matrix, used by your agency to assess each identified hazard for its risk to your transit system.

With respect to prioritization of safety risk mitigations, the template and appendices do not provide a process or criteria for determining the level of safety risk associated with each hazard - that is for each transit agency to assess and develop. The included matrices can help formalize the process.

For additional guidance in this area, consider reviewing FTA's Sample Safety Risk Assessment Matrices for Bus Agencies:

<https://www.transit.dot.gov/regulations-and-guidance/safety/public-transportation-agency-safety-program/sample-safety-risk>

It provides a structured approach for addressing the requirements to "establish methods or processes to assess the safety risks associated with identified safety hazards" (§ 673.25(c)).



# SAFETY RISK MANAGEMENT / SAFETY ASSURANCE - GUIDE TO TERMS

ELEMENT	DESCRIPTION	EXAMPLE
<b>Hazard</b>	Any real or potential condition that can cause injury, illness, or death; damage to or loss of the facilities, equipment, rolling stock, or infrastructure of a public transportation system; or damage to the environment.	The hazard in FTA's participant guide scenario is the out of calibration wheel balancer.
<b>Type of Hazard</b>	Classification used to help organize identified hazards to support an agency's data management and hazard prioritization activities. The three (3) main types of hazards include: Organizational (shortcomings in the organizational processes), Technical (the condition of the equipment, facilities, and infrastructure), and Environmental (the natural environment).	FTA's example hazard in the scenario is a technical hazard, as it pertains to an agency's equipment, rolling stock, infrastructure, and facilities.
<b>Identification date</b>	The date the hazard was identified through agency means. This information can be used for evaluating the effectiveness of safety risk management activities by providing a starting point to see how long the agency takes to analyze and mitigate the hazard.	
<b>Identification source</b>	How the hazard was identified. This information can provide insight into the effectiveness of the safety data sources available to the agency and can help identify items for improvement.	In FTA's scenario, the hazard was identified by a safety specialist upon reviewing the Safety Event Investigation Report.
<b>Date of analysis</b>	The date the hazard was analyzed. This information can be used for evaluating the efficiency of the analysis process and determine if certain hazards are more challenging to analyze than others.	
<b>Worst credible potential consequence(s)</b>	The effect of a hazard involving injury, illness, or death; damage to or loss of the facilities, equipment, rolling stock, or infrastructure of a public transportation system; or damage to the environment.	The worst credible potential consequence for the hazard in FTA's scenario is a collision resulting in death, permanent injury, or destruction of property, with damage (losses over \$1,000,000).
<b>Existing mitigations (hard or soft)</b>	The controls already existing within the agency to mitigate the potential consequence(s) of the hazard.	<b>Pre-Trip Inspection:</b> Bus operators are required to check tires for excessive wear as part of their pre-trip inspection. <b>Routine Bus Maintenance and Inspections:</b> Tires are inspected and replaced as part of the agency's regular maintenance and inspection program. <b>Wheel Balancer Calibration:</b> SOP governs the calibration of the wheel balancer.
<b>Severity of consequences</b>	Quantified effect of the potential consequence(s) of the hazard in the delivery of transit services and/or supporting activities, taking into account existing mitigations.	In FTA's scenario, the severity was identified by looking at historical data from the agency.
<b>Likelihood of consequences</b>	Quantified probability that the potential consequence(s) of the hazard materialize, taking into account existing mitigations. Calendar days, weeks, months, years, or decades are often used as time periods to support assessments of likelihood in safety risk assessment.	
<b>Safety risk index</b>	Tolerability of the potential consequence(s) of the hazard, taking into account existing mitigations. It is the primary parameter for deciding priorities in the allocation of resources.	Combining the likelihood and severity of the potential consequence results in a risk rating.
<b>Further Mitigation action</b>	Additional controls that the agency needs to incorporate to mitigate the potential consequence(s) of the hazard if the safety risk exceeds tolerability criteria.	
<b>Revised safety risk index</b>	Safety risk index that meets the tolerability criteria, following incorporation of additional controls to mitigate the potential consequence(s) of the hazard.	
<b>Revised safety risk index date</b>	The date the revised safety index was determined. This information can be used to evaluate the efficiency of the analysis process and determine if certain hazards are more challenging to analyze than others.	
<b>Department responsible for mitigation</b>	Agency department (or other subdivision) tasked with the implementation of the additional controls to mitigate the potential consequence(s) of the hazard.	
<b>Estimated implementation date</b>	The date the mitigation(s) are expected to be implemented. This information is used to track the completion of mitigations and identify any potential resources or other concerns.	
<b>Contact person</b>	Primary point of contact within the department responsible for mitigation with other departments involved in safety risk management.	
<b>Consequence</b>	Effect of the hazard in the delivery of transit services and/or supporting activities, carried over from safety risk management section.	
<b>Safety performance indicator (SPI)</b>	Parameter selected to monitor and measure the effectiveness of the additional controls incorporated to mitigate the potential consequence(s) of the hazard.	

<b>Safety performance indicator (SPI) value</b>	Quantification of the parameter selected to monitor and measure the effectiveness of the additional controls incorporated to mitigate the potential consequence(s) of the hazard.	
<b>Safety performance target</b>	Projected improvement over the SPI value resulting from the additional controls incorporated to mitigate the potential consequence(s) of the hazard.	
<b>Timeframe</b>	Information for evaluating the effectiveness of safety performance monitoring and measurement activities.	
<b>Monitoring means</b>	Resources and activities to monitor and measure the effectiveness of the additional controls incorporated to mitigate the potential consequence(s) of the hazard.	
<b>Department responsible for monitoring mitigation effectiveness</b>	Agency function primarily tasked with monitoring and measuring the effectiveness of the additional controls incorporated to mitigate the potential consequence(s) of the hazard.	





# Safety Risk Assessment Matrix

## Severity Categories

Description	Severity Category	Criteria
<b>Catastrophic</b>	<b>1</b>	<p>Could result in one or more of the following:</p> <ul style="list-style-type: none"> <li>Death</li> <li>Multiple serious injuries requiring hospitalization</li> <li>Irreversible environmental impact</li> <li>Monetary loss equal to or exceeding \$1,000,000</li> </ul>
<b>Critical</b>	<b>2</b>	<p>Could result in one or more of the following:</p> <ul style="list-style-type: none"> <li>Serious injury requiring hospitalization</li> <li>Reversible significant environmental impact</li> <li>Monetary loss equal to or exceeding \$250,000 but less than \$1,000,000</li> </ul>
<b>Marginal</b>	<b>3</b>	<p>Could result in one or more of the following:</p> <ul style="list-style-type: none"> <li>Injury requiring medical treatment beyond first aid that may result in one (1) or more lost work day(s)</li> <li>Reversible moderate environmental impact</li> <li>Monetary loss equal to or exceeding \$10,000 but less than \$250,000</li> </ul>
<b>Negligible</b>	<b>4</b>	<p>Could result in one or more of the following:</p> <ul style="list-style-type: none"> <li>Injury requiring first aid</li> <li>Minimal environmental impact</li> <li>Monetary loss less than \$10,000</li> </ul>

# Safety Risk Assessment Matrix

Likelihood Levels			
Description	Level	Individual item	System or Vehicle Fleet
<b>Frequent</b>	<b>A</b>	Likely to occur often in the life of an item.	Continuously experienced. Potential consequence may be experienced more than once in 40,000 vehicle revenue miles (VRM)
<b>Probable</b>	<b>B</b>	Will occur several times in the life of an item.	Will occur frequently. Potential consequence may be experienced once per 40,000 to 480,000 VRM.
<b>Occasional</b>	<b>C</b>	Likely to occur sometime in the life of an item.	Will occur several times. Potential consequence may be experienced once per 480,000 to 4,800,000 VRM.
<b>Remote</b>	<b>D</b>	Unlikely, but possible to occur in the life of an item.	Unlikely but can reasonably be expected to occur. Potential consequence may be experienced once per 4,800,000 to 14,400,000 VRM
<b>Improbable</b>	<b>E</b>	So unlikely, it can be assumed occurrences may not be experienced in the life of an item.	Unlikely to occur, but possible. Potential consequence may be experienced less than once per 14,400,000 VRM.

# Safety Risk Assessment Matrix

Risk Assessment Matrix				
Severity	Catastrophic 1	Critical 2	Marginal 3	Negligible 4
Likelihood				
Frequent - A	HIGH - 1A	HIGH - 2A	HIGH - 3A	MEDIUM - 4A
Probable - B	HIGH - 1B	HIGH - 2B	MEDIUM - 3B	MEDIUM - 4B
Occasional - C	HIGH - 1C	MEDIUM - 2C	MEDIUM - 3C	LOW - 4C
Remote - D	MEDIUM - 1D	MEDIUM - 2D	LOW - 3D	LOW - 4D
Improbable - E	LOW - 1E	LOW - 2E	LOW - 3E	LOW - 4E





**APPENDIX F**

**Valley Transit  
PRIORITIZED SAFETY RISK LOG**

This form is used to organize identified safety risks facing **Valley Transit**. The log should be updated frequently to demonstrate continual progress towards risk reduction through mitigation strategies. A timeline is used to highlight projected completion dates.

<b>Completed by: Traci Robinson</b>	<b>Last Updated: 11/01/2023</b>
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<b>Priority</b>	<b>Risk Description</b>	<b>Planned Mitigation Strategies</b>	<b>Outcomes of Planned Mitigation Strategies</b>	<b>Responsible Staff</b>	<b>Timeline</b>	<b>Status</b>
1	Non-compliance with agency maintenance protocol	<ul style="list-style-type: none"> <li>• Introduce compliance monitoring</li> <li>• Effective supervision including work compliance assessment</li> <li>• Competency assessments</li> <li>• Maintenance policy to reinforce need for compliance</li> </ul>	•	<ul style="list-style-type: none"> <li>• Safety Assurance</li> <li>• Line Manger</li> <li>• Maintenance Manager</li> </ul>	<ul style="list-style-type: none"> <li>• Begin January 2020</li> <li>• Complete August 2020</li> </ul>	Open
2		•	•	•	•	
3		•	•	•	•	
4		•	•	•	•	
5		•	•	•	•	
6		•	•	•	•	
7		•	•	•	•	
8		•	•	•	•	
9		•	•	•	•	
10		•	•	•	•	

## APPENDIX G

# Valley Transit SAFETY PERFORMANCE MATRIX

This form allows Valley Transit to organize, monitor, and evaluate identified safety goals and objectives/outcomes.

**Examples in this table should be adjusted depending on agency size and scale of operations. Not all examples will apply. Similarly, metrics should be adjusted depending on preference and/or scale of operations.**

<b>Completed by: Traci Robinson</b>	<b>Last Updated: 11/01/2023</b>
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<b>GOAL 1: SMS TO REDUCE CASUALTIES/OCCURRENCES</b>			
Valley Transit will utilize a safety management systems framework to identify safety hazards, mitigate risk and reduce casualties and occurrences resulting from transit operations.			
OBJECTIVE/OUTCOME	METRICS	BASELINES	TARGETS
Reduce the number of reportable fatalities	Total number of reportable fatalities	Identify	Establish reasonable measure using past and present performance data and trends
	Rate of reportable fatalities per total vehicle revenue miles	Identify	Establish reasonable measure using past and present performance data and trends
Reduce the number of reportable injuries	Total number of reportable injuries	Identify	Establish reasonable measure using past and present performance data and trends
	Rate of reportable injuries per total vehicle revenue miles		Establish reasonable measure using past and present performance data and trends
Reduce the number of reportable safety events	Total number of reportable safety events	Identify	Establish reasonable measure using past and present performance data and trends
	Rate of reportable safety events per total vehicle revenue miles		Establish reasonable measure using past and present performance data and trends
Reduce mean distance between major mechanical failures	Average distance between major mechanical failures	Identify	Establish reasonable measure using past and present performance data and trends
Increase assessment and analysis of existing personnel, equipment and procedures to identify and mitigate any potential safety hazards	Number of safety audits, inspections, or assessments completed per specified period of time	Identify	Establish reasonable measure using past and present performance data and trends
Develop a corrective action plan and mitigation strategies to address identified hazards	Percent of corrective action strategies completed per specified period of time	Identify	Establish reasonable measure using past and present performance data and trends
<b>GOAL 2: CULTURE</b>			
Valley Transit will foster agency-wide support for transit safety by establishing a culture where management is held accountable for safety and everyone in the organization takes an active role in securing transit safety.			
OBJECTIVE/OUTCOME	METRICS	BASELINES	TARGETS
Establish a dedicated staff person as the Transit Agency Safety Officer to manage the agency's transit safety program	<i>Number of years of transit safety experience</i>	Identify	Establish reasonable measure using past and present performance data and trends
Establish regular transit safety meetings comprised of staff at varying levels, including	<i>Number of meetings per specified period of time or number of meetings per incidents/occurrences</i>	Identify	Establish reasonable measure using past and present performance data and trends

executives, officers, managers, operators and maintenance personnel			
Develop and promote a Non-Punitive Reporting Policy	<i>Percent of staff receiving Non-Punitive Reporting Policy</i>	Identify	Establish reasonable measure using past and present performance data and trends
Increase the reporting of near miss occurrences and incidents that would otherwise go unreported	<i>Number of near miss occurrences/incidents reported per specified passenger-miles traveled or per specified period of time</i>	Identify	Establish reasonable measure using past and present performance data and trends
Increase employee safety training opportunities and attendance	<i>Number of employee safety training hours completed per specified period of time</i>	Identify	Establish reasonable measure using past and present performance data and trends
Increase safety material distributed amongst employees and the general public	<i>Number of manuals, brochures, posters or campaigns distributed per specified period of time</i>	Identify	Establish reasonable measure using past and present performance data and trends

**GOAL 3: SYSTEMS/EQUIPMENT:**

Valley Transit will provide a safe and efficient transit operation by ensuring that all vehicles, equipment and facilities are regularly inspected, maintained and serviced as needed.

<b>OBJECTIVE/OUTCOME</b>	<b>METRICS</b>	<b>BASELINES</b>	<b>TARGETS</b>
Reduce the number of vehicle/equipment/facility maintenance issues reported	<i>Number of vehicle/equipment/facility maintenance issues reported per specified period of time</i>	Identify	Establish reasonable measure using past and present performance data and trends
Increase scheduled preventative maintenance	<i>Number of preventative maintenance inspections completed per specified period of time or specified vehicle mileage</i>	Identify	Establish reasonable measure using past and present performance data and trends

## APPENDIX H

# Valley Transit SAFETY PERFORMANCE OUTLINE

This form allows **Valley Transit** to organize, monitor, and evaluate identified safety goals and objectives/outcomes.

**Examples in this outline should be adjusted depending on the Transit Agency size and scale of operations. Not all examples will apply. Similarly, metrics should be adjusted depending on preference and/or scale of operations.**

**Completed by: Traci Robinson**

**Last Updated: 11/01/2023**

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### **GOAL 1: SMS TO REDUCE CASUALTIES/OCCURRENCES**

**Valley Transit will utilize a safety management systems framework to identify safety hazards, mitigate risk and reduce casualties and occurrences resulting from transit operations.**

1. Objective/Outcome:  
Reduce the number of transit related fatalities
  - a. *Metric: Number of fatalities per specified passenger miles traveled*
  - b. *Baseline: Identify a baseline*
  - c. *Target: Establish a reasonable measure using past and present performance data and trends*
  
2. Objective/Outcome:  
Reduce the number of transit related injuries
  - a. *Metric: Number of injuries per specified passenger miles traveled*
  - b. *Baseline: Identify a baseline*
  - c. *Target: Establish a reasonable measure using past and present performance data and trends*
  
3. Objective/Outcome:  
Increase assessment and analysis of existing personnel, equipment and procedures to identify and mitigate any potential safety hazards
  - a. *Metric: Number of safety audits, inspections, or assessments completed per specified period of time*
  - b. *Baseline: Identify a baseline*
  - c. *Target: Establish a reasonable measure using past and present performance data and needs*
  
4. Objective/Outcome  
Develop a corrective action plan and mitigation strategies to address identified hazards
  - a. *Metric: Percent of corrective action strategies complete per specified period of time*
  - b. *Baseline: Identify a baseline*
  - c. *Target: Establish a reasonable measure using past and present performance data and needs*

### **GOAL 2: CULTURE**

**Valley Transit will foster agency-wide support for transit safety by establishing a culture where management is held accountable for safety and everyone in the organization takes an active role in securing transit safety.**

1. Objective/Outcome:  
Establish a dedicated staff person as the Transit Agency Safety Officer to manage the agency's transit safety program
  - a. *Metric: Number of years of transit safety experience*
  - b. *Baseline: Identify a baseline*
  - c. *Target: Establish reasonable measure using past and present performance data and trends*
  
2. Objective/Outcome:  
Establish regular transit safety meetings comprised of staff at varying levels, including executives, officers, managers, operators and maintenance personnel
  - a. *Metric: Number of meetings per specified period of time or number of meetings per incidents/occurrences*
  - b. *Baseline: Identify a baseline*
  - c. *Target: Establish reasonable measure using past and present performance data and trends*
  
3. Objective/Outcome:  
Develop and promote a Non-Punitive Reporting Policy
  - a. *Metric: Percent of staff receiving Non-Punitive Reporting Policy*
  - b. *Baseline: Identify a baseline*
  - c. *Target: Establish reasonable measure using past and present performance data and trends*
  
4. Objective/Outcome:  
Increase the reporting of near miss occurrences and incidents that would otherwise go unreported
  - a. *Metric: Number of near miss occurrences/incidents reported per specified passenger-miles traveled or per specified period of time*
  - b. *Baseline: Identify a baseline*
  - c. *Target: Establish a reasonable measure using past and present performance data and trends*
  
5. Objective/Outcome:  
Increase employee safety training opportunities and attendance
  - a. *Metric: Number of employee safety training hours completed per specified period of time*
  - b. *Baseline: Identify a baseline*
  - c. *Target: Establish a reasonable measure using past and present performance data and trends*
  
6. Objective/Outcome:  
Increase safety material distributed amongst employees and the general public
  - a. *Metric: Number of manuals, newsletters, brochures, posters or campaigns distributed per specified period of time*
  - b. *Baseline: Identify a baseline*
  - c. *Target: Establish a reasonable measure using past and present performance data and trends*

### **GOAL 3: SYSTEMS/EQUIPMENT:**

**Valley Transit will provide a safe and efficient transit operation by ensuring that all vehicles, equipment and facilities are regularly inspected, maintained and serviced as needed.**

1. Objective/Outcome:  
Reduce the number of vehicle/equipment/facility maintenance issues reported

- a. *Metric: number of vehicle/equipment/facility maintenance issues reported per specified period of time*
- b. *Baseline: Identify a baseline*
- c. *Target: Establish a reasonable measure using past and present performance data and trends*

2. Objective/Outcome:

Increase scheduled preventative maintenance

- a. *Metric: Number of preventative maintenance inspections completed per specified period of time or specified vehicle mileage*
- b. *Baseline: Identify a baseline*
- c. *Target: Establish a reasonable measure using past and present performance data and trends*

# VALLEY TRANSIT

PTASP Targets 2024

Annual Safety Performance Targets based on the safety performance measures established under the National Public Transportation Safety Plan.							
Mode of Service	Fatalities (Total)	Fatalities (per 100k VRM)	Injuries (Total)	Injuries (per 100k VRM)	Safety Events (Total)	Safety Events (per 100k VRM)	System Reliability (VRM / failures)
Fixed Route	0	0	5	0.2	7	0.28	9,240
ADA / Paratransit	0	0	1	0.1	1	0.1	68,456

Safety Risk Assessment Matrix		
Severity Categories		
Description	Severity Category	Criteria
Catastrophic	1	Could result in one or more of the following: Death Multiple serious injuries requiring hospitalization Irreversible environmental impact Monetary loss equal to or >\$1 Million
Critical	2	Could result in one or more of the following: Serious injury requiring hospitalization Reversible significant environmental impact Monetary loss equal to or >\$250,000 but <\$1 Million
Marginal	3	Could result in one or more of the following: Injury requiring medical treatment beyond first aid that may result in one (1) or more lost workday(s) Reversible moderate environmental impact Monetary loss equal to or >\$10,000 but <\$250,000
Negligible	4	Could result in one or more of the following: Injury requiring first aid Minimal environmental impact Monetary loss <\$10,000

Safety Risk Assessment Matrix			
Likelihood Levels			
Description	Level	Individual Item	System or Vehicle Fleet
Frequent	A	Likely to occur often in the life of an item	Continuously experienced. Potential consequence may be experienced more than once in 40,000
Probable	B		
Occasional	C		
Remote	D		
Improbable	E		



# Safety Inspection

Date: \_\_\_\_\_ Walk through By: \_\_\_\_\_

## CORRECTIVE ACTION RECOMMENDATIONS

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<i><b>Safety Issue</b></i>	<i><b>OK</b></i>	<i><b>Needs Attention</b></i>	<i><b>NA</b></i>
<i><b><u>Housekeeping</u></b></i>			
1. Walking Surfaces	___	___	___
2. Stairs	___	___	___
3. Aisles, Doors, Windows	___	___	___
4. Material And Equipment Storage	___	___	___
5. Means of Egress Clear	___	___	___
<i><b><u>Fire Protection</u></b></i>			
1. Extinguishers (monthly/annual checks)	___	___	___
2. Sprinkler Riser (monthly/annual checks)	___	___	___
3. Flammable Material Storage (see specific section)	___	___	___
4. Emergency Evacuation Plan/Maps	___	___	___
5. Hot Work Permits When Needed	___	___	___
6. Electrical in Conduit and Insulation/Grounding Sound	___	___	___

**Personal Protective Equipment**

1. Hazard Assessment Done	_____	_____	_____
2. Necessary Equipment Used	_____	_____	_____
-Gloves	_____	_____	_____
-Eyewear	_____	_____	_____
-Footwear	_____	_____	_____
-Respiratory Protection	_____	_____	_____
-Hearing Protection	_____	_____	_____
-Work Clothing	_____	_____	_____

**Power Hand Tools**

1. Electrical Ground/Insulation	_____	_____	_____
2. Guards in Place	_____	_____	_____
3. "Deadman" Switches Functional	_____	_____	_____
4. Fittings/Connections Sound	_____	_____	_____
5. Ground Assurance Program	_____	_____	_____
6. Proper Storage and Use	_____	_____	_____
7. Interlocks Functional	_____	_____	_____

**Machinery**

1. Transmission Guarding	_____	_____	_____
2. Tool Rest/Tongue Guards	_____	_____	_____
3. Electrical in Conduit and Insulation/Grounding Sound	_____	_____	_____
4. Point Of Operation Guards	_____	_____	_____
5. Proper Emergency Stops	_____	_____	_____
6. Hot Surfaces Guarding	_____	_____	_____
7. Hydraulic Hoses/Connections	_____	_____	_____
8. Lock-out Capable At Machine/Labeled	_____	_____	_____
9. Splash/Chip Guards	_____	_____	_____
10. Bit/Die/Tooling Condition	_____	_____	_____
11. Adequate Employee Training	_____	_____	_____
12. Safety Interlocks/Limit Switches	_____	_____	_____
13. Magnetic Start Switches	_____	_____	_____
14. Secure Mounting/Foundation	_____	_____	_____
15. Safeguarding Systems (e.g., two hand controls)	_____	_____	_____
11. Brakes/Clutches	_____	_____	_____
12. Preventive Maintenance	_____	_____	_____

**Electrical**

1. Wiring Condition	_____	_____	_____
2. Insulation/Grounding Sound	_____	_____	_____
3. Ground Assurance Followed	_____	_____	_____
4. Electrical in Conduit/Covers in Place	_____	_____	_____
5. Panels/ Breakers Labeled	_____	_____	_____
6. Panel Clearance	_____	_____	_____
7. Lock-out Capability	_____	_____	_____
8. No Overuse of Circuits	_____	_____	_____

**Chemical Handling**

1. MSDS's Available	_____	_____	_____
2. Labels on Piping, Primary and Secondary Containers	_____	_____	_____
3. Proper Protective Equipment Use	_____	_____	_____
4. Users Trained	_____	_____	_____
5. Proper Ventilation	_____	_____	_____
6. Proper Storage and Housekeeping	_____	_____	_____
7. Labels on Cabinets	_____	_____	_____
8. Flammables	_____	_____	_____
-Grounding/Bonding	_____	_____	_____
-No Smoking Signs	_____	_____	_____
-Proper Storage (e.g., Cabinets)	_____	_____	_____
-Safety Cans For Waste Materials	_____	_____	_____

**Life Safety**

1. Emergency Lighting/Back-up Power	_____	_____	_____
2. Exits Identified/Lighted Signs	_____	_____	_____
3. Emergency Evacuation Maps and Training	_____	_____	_____
4. Means of Egress Clear/Adequate Numbers	_____	_____	_____
5. Alarms Functional	_____	_____	_____
6. First Aid/CPR Trained People Available	_____	_____	_____
7. Emergency Action Plan in Place	_____	_____	_____

**Ladders/Fall Protection**

1. Ladders	_____	_____	_____
-Design/Condition	_____	_____	_____
-Use/Training	_____	_____	_____
2. Guardrails/ Midrails/ Toeboards on Work Platforms	_____	_____	_____
3. Fall Arrest/Restraint in Use Over 6'	_____	_____	_____
4. "Man-lift"	_____	_____	_____
-Waist Belts in Use	_____	_____	_____
-Use/Training	_____	_____	_____

**Ergonomics**

1. Proper Workstation Design	_____	_____	_____
2. Excessive Weights/Lifting	_____	_____	_____
3. Excessive Reaches	_____	_____	_____
4. Excessive Repetition	_____	_____	_____
5. Excessive Twisting	_____	_____	_____
6. Material Handling Equipment Used (Scissor Lifts, Conveyors, Adjustable Height Work Surfaces)	_____	_____	_____