



# City of Appleton

100 North Appleton Street  
Appleton, WI 54911-4799  
[www.appleton.org](http://www.appleton.org)

## Meeting Agenda - Final Common Council

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Wednesday, January 17, 2024

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

[24-0039](#) Common Council Meeting Minutes of December 20, 2023

**Attachments:** [CC Minutes 12-20-23.pdf](#)

G. BUSINESS PRESENTED BY THE MAYOR

[24-0049](#) Reappointment of David Kress to the Fox Cities Convention & Visitors  
Bureau Board of Directors

**Attachments:** [2024-01-17 - Kress David - FCCVB Reappointment Memo.pdf](#)

H. PUBLIC PARTICIPATION

I. PUBLIC HEARINGS

[23-1505](#) Public Hearing for Rezoning #9-23 N. Lawe St., 1212 N. Union St., and  
605 E. Wisconsin Ave.

**Attachments:** [RZ #9-23 Notice of Public Hearing.pdf](#)

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](#)

[15-R-23 Parking Facility Management Study Amended.pdf](#)

**Legislative History**

12/11/23	Municipal Services Committee	recommended for approval
12/11/23	Municipal Services Committee	recommended for denial
12/20/23	Common Council	referred to the Municipal Services Committee
1/8/24	Municipal Services Committee	recommended for approval

*Motion to recommend approval by substitution removing "including the sale or lease of parts or all of the parking utility" from the final paragraph.*

[24-0026](#)

Approve the Department of Public Works Glendale Avenue Yard Waste Site Policy

**Attachments:** [Glendale Avenue Yard Waste Site Policy MSC Jan 2024.pdf](#)

**Legislative History**

1/8/24	Municipal Services Committee	recommended for approval
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[24-0027](#)

Approve the award of the 2024 Bridge Consulting Services to Collins Engineers, Inc., in an amount not to exceed \$26,190.00.

**Attachments:** [Collins 2024 Bridge Consulting MSC Award Memo 01-08-24.pdf](#)

**Legislative History**

1/8/24	Municipal Services Committee	recommended for approval
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*A motion was made to recommend approval on the balance of the agenda. 5-0*

[24-0028](#)

Approve the award of the 2024 Bridge Inspections Services (Unit R-24) to Collins Engineers, Inc., in an amount not to exceed \$42,000.00.

**Attachments:** [Collins 2024 Bridge Inspections MSC Award Memo 01-08-24.pdf](#)

**Legislative History**

1/8/24	Municipal Services Committee	recommended for approval
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[24-0029](#) Approve Amendment No. 1 to the Three-Party Engineering Design Services Contract between the city of Appleton, Wisconsin DOT and Ayres Associates Inc. for the design of Lawe Street (College Avenue to Wisconsin Avenue) by an amount not to exceed \$33,451.95.

**Attachments:** [Lawe Street Ayres Associates Design Amendment Muni Services Memo 01-03 Lawe Street Amendment.pdf](#)

**Legislative History**

1/8/24 Municipal Services recommended for approval  
Committee

[24-0030](#) Approve the single-source award for the Design and Construction-Related Services Contract with Desman Design Management for 2024 Repair and Maintenance Program for the Red, Yellow, and Green Parking Ramps in an amount not to exceed \$68,200.00.

**Attachments:** [Desman 2024 Ramp Repairs Consultant Services MSC Memo 01-02-2024.pdf](#)

**Legislative History**

1/8/24 Municipal Services recommended for approval  
Committee

## 2. MINUTES OF THE SAFETY AND LICENSING COMMITTEE

[24-0035](#) Recommended Denial of an Operator License for Andrew DeRuyter

**Attachments:** [Andrew DeRuyter Clerk Letter.pdf](#)

[Andrew DeRuyter PD Letter.pdf](#)

[Andrew DeRuyter Operator License Application.pdf](#)

**Legislative History**

1/10/24 Safety and Licensing recommended for approval  
Committee  
*Andrew DeRuyter, appeared and addressed the committee.*

[24-0034](#) Fire Department Intent to Apply for Firehouse Subs Foundation Grant

**Attachments:** [01-10-24\\_Intent to Apply-Laryngoscopes.pdf](#)

**Legislative History**

1/10/24 Safety and Licensing recommended for approval  
Committee

[24-0036](#) 2024 Secondhand Article, Secondhand Jewelry and Pawnbroker License renewal applications, contingent upon approval from all departments.

**Attachments:** [Secondhand article renewal 2024.pdf](#)

**Legislative History**

1/10/24 Safety and Licensing recommended for approval  
Committee

**3. MINUTES OF THE CITY PLAN COMMISSION**[23-1430](#)

Request to approve Rezoning #9-23 for the subject parcel located on the southwest corner of E. Wisconsin Avenue and N. Lawe Street (Tax Id #31-1-0017-00), 1212 N. Union Street (Tax Id #31-1-0024-00), and 605 E. Wisconsin Avenue (Tax Id #31-1-0025-00), including to the centerline of the adjacent street right-of-way, as shown on the attached maps, from C-2 General Commercial District to C-1 Neighborhood Mixed Use District

**Attachments:** [StaffReport\\_NLawe-1212NUnion-605EWisconsin\\_Rezoning\\_For12-13-23.pdf](#)

**Legislative History**

12/13/23      City Plan Commission      recommended for approval  
*Proceeds to Council on January 17, 2024.*

**4. MINUTES OF THE PARKS AND RECREATION COMMITTEE****5. MINUTES OF THE FINANCE COMMITTEE**[24-0001](#)

Request to award the City of Appleton's Library Signage Package contract to Seating Concepts Inc., in the amount of \$185,994.61 with a 5% contingency of \$10,000 for a project total not to exceed \$195,994.61.

**Attachments:** [2023 Library Signage.pdf](#)

**Legislative History**

1/8/24      Finance Committee      recommended for approval

[24-0002](#)

Request to award the Engineering Contract for the 2023 AWWTP L-Building HVAC Replacement Project to McMahon in the amount of \$156,898 with a 5% contingency of \$7,845 for a total not to exceed project engineering cost of \$164,743.

**Attachments:** [2023 AWWTP L-Building HVAC Replacement Professional Services.pdf](#)

**Legislative History**

1/8/24      Finance Committee      recommended for approval

[24-0003](#)

Request to award the 2023 AWWTP B-Building HVAC Upgrades Project contract to Rohde Brothers, Inc. in the amount of \$720,840 with a 9% contingency of \$64,876 for a project total not to exceed \$785,716, along with the following budget amendment (2/3 vote of Council required):

AWWTP Electrical Distribution Project	- \$54,000
AWWTP HVAC Upgrades Project	+\$54,000

**Attachments:** [2023 AWWTP B-Building HVAC Upgrades Project with Budget Transfer .pdf](#)

**Legislative History**

1/8/24 Finance Committee recommended for approval

[24-0004](#)

Request to award the Engineering Contract for the AWWTP MCC Replacement Project Phase 1 to Donohue and Associates in the amount of \$159,420 for data collection and bidding documents along with \$124,719 for bidding and construction oversight services upon approval of funding in the 2025 budget as this is a multiyear project, for a total contract amount of \$284,139, along with the following 2023 budget amendment (2/3 vote of Council required):

AWWTP Electrical Distribution Project	-\$60,000
2023 AWWTP MCC Replacement Project	+\$60,000

**Attachments:** [AWWTP MCC Replacement Professional Services.pdf](#)

**Legislative History**

1/8/24 Finance Committee recommended for approval

[24-0005](#)

Request to approve the Relocation Order for work at or near 1850 West Wisconsin Avenue.

**Attachments:** [1234 - Moto Mart - Relocation Order.pdf](#)

**Legislative History**

1/8/24 Finance Committee recommended for approval

[24-0012](#)

Request to approve write off of \$74,881.54 of accounts receivable invoices and \$16,668.36 of personal property taxes (outstanding over one year).

**Attachments:** [Finance Committee - AR Write-off List 2023.pdf](#)  
[Finance Committee - PP Write-off List 2023.pdf](#)

**Legislative History**

1/8/24 Finance Committee recommended for approval

[24-0013](#) Request to approve Change Order #4 to contract 72-22 for Unit H-21 Redundant Raw Water Line to increase for unanticipated site conditions in the amount of \$176,232.54 resulting in a decrease in contingency from \$244,549.71 to \$0.00. No change to overall contract amount.

**Attachments:** [H-21 Change Order 4 memo 01-02-2024.pdf](#)  
[Unit H-21 Change Order No 4.pdf](#)

**Legislative History**

1/8/24 Finance Committee recommended for approval

[24-0014](#) Request to award Unit H-23 Lightning Drive Sewer & Water, Grade & Gravel, and Bridge Construction to Triple P Inc., dba Peters Concrete Company, in the amount of \$1,544,853.12 with a 7.5% contingency of \$116,000.00 for a project total not to exceed \$1,660,853.12.

**Attachments:** [Contract Award Form H-23 w Bid Tabs.pdf](#)

**Legislative History**

1/8/24 Finance Committee recommended for approval

[24-0015](#) Request to award a sole source contract to McMahon for design, bidding, and construction oversight for the 2024 Wastewater Hardscapes Improvement Project, for a contract fee of \$56,600 and a 5% contingency of \$2,830 not to exceed a total contract amount of \$59,430.

**Attachments:** [2024 AWWTP Hardscapes Engineering Services \(Sole Source\).pdf](#)

**Legislative History**

1/8/24 Finance Committee recommended for approval

[24-0016](#) Request to award a sole source contract to Nordon Business Environments for the Municipal Services Building Furniture Upgrades in the amount of \$189,135.72.

**Attachments:** [2024 MSB Furniture Upgrades Sole Source.pdf](#)

**Legislative History**

1/8/24 Finance Committee recommended for approval

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

[24-0047](#) Ordinances #1-24 to #12-24

**Attachments:** [Ordinances to Council 1-17-24.pdf](#)

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.*



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## Meeting Minutes - Final 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

**Present:** 13 - Alderperson William Siebers, Alderperson Vered Meltzer, Alderperson Brad Firkus, Alderperson Israel Del Toro, Alderperson Katie Van Zeeland, Alderperson Joss Thyssen, Alderperson Alex Schultz, Alderperson Kristin Alfheim, Alderperson Nate Wolff, Alderperson Sheri Hartzheim, Alderperson Christopher Croatt, Alderperson Chad Doran and Mayor Jake Woodford

**Excused:** 3 - Alderperson Denise Fenton, Alderperson Patrick Hayden and Alderperson Vaya Jones

- E. ROLL CALL OF OFFICERS AND DEPARTMENT HEADS

*All Departments were represented.*

- F. APPROVAL OF PREVIOUS COUNCIL MEETING MINUTES

[23-1521](#)

Common Council Meeting Minutes of December 6, 2023

**Attachments:** [CC Minutes 12-6-23.pdf](#)

**Alderperson Croatt moved, seconded by Alderperson Del Toro, that the Minutes be approved. Roll Call. Motion carried by the following vote:**

**Aye:** 12 - Alderperson William Siebers, Alderperson Vered Meltzer, Alderperson Brad Firkus, Alderperson Israel Del Toro, Alderperson Katie Van Zeeland, Alderperson Joss Thyssen, Alderperson Alex Schultz, Alderperson Kristin Alfheim, Alderperson Nate Wolff, Alderperson Sheri Hartzheim, Alderperson Christopher Croatt and Alderperson Chad Doran

**Absent:** 4 - Alderperson Denise Fenton, Alderperson Patrick Hayden, Alderperson Vaya Jones and Mayor Jake Woodford

- G. BUSINESS PRESENTED BY THE MAYOR



[23-1522](#) Recognition of Director Chris Shaw

[23-1523](#) Downtown Appleton Christmas Parade Awards

*The 2023 Awards were presented to:*

*Best Commercial: Alliance Industries*

*Best Non-Commercial: Appleton Public Library (Boldt)*

*Bernie Pearlman Award "Through the Eyes of a Child": Fox Valley Ballooning*

[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

*The following spoke regarding Item# 23-1407 Resolution #13-R-23 ARPA Funding for Flock Cameras:*

*Patti Heffernan, 1622 S Jefferson St.*

*Josh Peters, 430 E Spring St.*

*Jennifer Stephany, ADI- 333 W College Ave Ste.1 spoke regarding Items 23-1476, 23-1426 & 23-1434*

I. PUBLIC HEARINGS

J. SPECIAL RESOLUTIONS

K. ESTABLISH ORDER OF THE DAY

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

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

**This Item was referred back to the Municipal Services Committee by Ald. Van Zeeland.**

[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](#)

**This Item was referred back to the Parks and Recreation Committee by Ald. Schultz.**

[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](#)

**This Item was referred back to the Parks and Recreation Committee by Ald. Schultz.**

[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 \(11.13.23\)-36056159-v4 - 36104438.1.pdf](#)

**Aldersperson Hartzheim moved, seconded by Aldersperson Del Toro, that the easement be approved. Roll Call. Motion carried by the following vote:**

**Aye:** 12 - Aldersperson William Siebers, Aldersperson Vered Meltzer, Aldersperson Brad Firkus, Aldersperson Israel Del Toro, Aldersperson Katie Van Zeeland, Aldersperson Joss Thyssen, Aldersperson Alex Schultz, Aldersperson Kristin Alfheim, Aldersperson Nate Wolff, Aldersperson Sheri Hartzheim, Aldersperson Christopher Croatt and Aldersperson Chad Doran

**Excused:** 3 - Aldersperson Denise Fenton, Aldersperson Patrick Hayden and Aldersperson Vaya Jones

**Abstained:** 1 - Mayor Jake Woodford

[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](#)

**Aldersperson Croatt moved, seconded by Aldersperson Alfheim, that the CDI grant be approved. Roll Call. Motion carried by the following vote:**

**Aye:** 12 - Alderperson William Siebers, Alderperson Vered Meltzer, Alderperson Brad Firkus, Alderperson Israel Del Toro, Alderperson Katie Van Zeeland, Alderperson Joss Thyssen, Alderperson Alex Schultz, Alderperson Kristin Alfheim, Alderperson Nate Wolff, Alderperson Sheri Hartzheim, Alderperson Christopher Croatt and Alderperson Chad Doran

**Excused:** 3 - Alderperson Denise Fenton, Alderperson Patrick Hayden and Alderperson Vaya Jones

**Abstained:** 1 - Mayor Jake Woodford

[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](#)

**Alderperson Croatt moved, seconded by Alderperson Del Toro, that the License be approved. Roll Call. Motion carried by the following vote:**

**Aye:** 11 - Alderperson William Siebers, Alderperson Vered Meltzer, Alderperson Brad Firkus, Alderperson Israel Del Toro, Alderperson Katie Van Zeeland, Alderperson Joss Thyssen, Alderperson Kristin Alfheim, Alderperson Nate Wolff, Alderperson Sheri Hartzheim, Alderperson Christopher Croatt and Alderperson Chad Doran

**Excused:** 3 - Alderperson Denise Fenton, Alderperson Patrick Hayden and Alderperson Vaya Jones

**Abstained:** 2 - Alderperson Alex Schultz and Mayor Jake Woodford

[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](#)

**Alderperson Croatt moved, seconded by Alderperson Hartzheim, that the Resolution be approved. Roll Call. Motion failed by the following vote:**

**Aye:** 4 - Alderperson Brad Firkus, Alderperson Sheri Hartzheim, Alderperson Christopher Croatt and Alderperson Chad Doran

**Nay:** 8 - Alderperson William Siebers, Alderperson Vered Meltzer, Alderperson Israel Del Toro, Alderperson Katie Van Zeeland, Alderperson Joss Thyssen, Alderperson Alex Schultz, Alderperson Kristin Alfheim and Alderperson Nate Wolff

**Excused:** 4 - Alderperson Denise Fenton, Alderperson Patrick Hayden, Alderperson Vaya Jones and Mayor Jake Woodford

[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](#)

**Alderson Meltzer moved, seconded by Alderson Alfheim, that the Budget Amendment be approved. Roll Call. Motion carried by the following vote:**

**Aye:** 12 - Alderson William Siebers, Alderson Vered Meltzer, Alderson Brad Firkus, Alderson Israel Del Toro, Alderson Katie Van Zeeland, Alderson Joss Thyssen, Alderson Alex Schultz, Alderson Kristin Alfheim, Alderson Nate Wolff, Alderson Sheri Hartzheim, Alderson Christopher Croatt and Alderson Chad Doran

**Excused:** 3 - Alderson Denise Fenton, Alderson Patrick Hayden and Alderson Vaya Jones

**Abstained:** 1 - Mayor Jake Woodford

[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](#)

**Alderson Croatt moved, seconded by Alderson Firkus, that the Resolution be approved. A notwithstanding vote was taken. Roll Call. Motion failed by the following vote:**

**Aye:** 1 - Alderson Chad Doran

**Nay:** 11 - Alderson William Siebers, Alderson Vered Meltzer, Alderson Brad Firkus, Alderson Israel Del Toro, Alderson Katie Van Zeeland, Alderson Joss Thyssen, Alderson Alex Schultz, Alderson Kristin Alfheim, Alderson Nate Wolff, Alderson Sheri Hartzheim and Alderson Christopher Croatt

**Excused:** 3 - Alderson Denise Fenton, Alderson Patrick Hayden and Alderson Vaya Jones

**Abstained:** 1 - Mayor Jake Woodford

L. COMMITTEE REPORTS

**Balance of the action items on the agenda.**

**Aldersperson Croatt moved, Aldersperson Van Zeeland seconded, to approve the balance of the agenda. The motion carried by the following vote:**

**Aye:** 12 - Aldersperson William Siebers, Aldersperson Vered Meltzer, Aldersperson Brad Firkus, Aldersperson Israel Del Toro, Aldersperson Katie Van Zeeland, Aldersperson Joss Thyssen, Aldersperson Alex Schultz, Aldersperson Kristin Alfheim, Aldersperson Nate Wolff, Aldersperson Sheri Hartzheim, Aldersperson Christopher Croatt and Aldersperson Chad Doran

**Excused:** 3 - Aldersperson Denise Fenton, Aldersperson Patrick Hayden and Aldersperson Vaya Jones

**Abstained:** 1 - Mayor Jake Woodford

**1. MINUTES OF THE MUNICIPAL SERVICES COMMITTEE**

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

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

**This Report Action Item was approved**

[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](#)

**This Report Action Item was approved.**

[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](#)

**This Report Action Item was approved.**

[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](#)

**This Report Action Item was approved.**

[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](#)

This Report Action Item was approved.

[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](#)

This Report Action Item was approved.

## 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](#)

This Report Action Item was approved.

[23-1439](#)

Proposed Revisions to the Alcohol License Policy

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

This Report Action Item was approved.

[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](#)

This Report Action Item was approved.

[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](#)

**This Report Action Item was approved.**

[23-1435](#)

Fire Department Intent to Apply - Cardiac Monitors

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

**This Report Action Item was approved.**

[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](#)

**This Report Action Item was approved.**

[23-1388](#)

Taxicab Company License Application for Evergreen Campsites &amp; 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](#)

**This Report Action Item was approved.**

[23-1389](#)

Taxicab Company License Application for L&amp;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](#)

**This Report Action Item was approved.**

[23-1394](#)

Pet Store application for Lucky Fish &amp; 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](#)

**This Report Action Item was approved.**

[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](#)

This Report Action Item was approved.

[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](#)

This Report Action Item was approved.

### 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\\_For12-13-23.pdf](#)

This Report Action Item was approved.

[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](#)

This Report Action Item was approved.

[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\\_For12-13-23.pdf](#)

This Report Action Item was approved.

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



**5. MINUTES OF THE FINANCE COMMITTEE**

[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](#)

This Report Action Item was approved.

[23-1492](#)

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

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

This Report Action Item was approved.

[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](#)

This Report Action Item was approved.

[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](#)

This Report Action Item was approved.

[23-1496](#)

Request approval to create a Special Revenue Fund for the Ellen Kort Peace Park.

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

This Report Action Item was approved.

## 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](#)

This Report Action Item was approved.

[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](#)

This Report Action Item was approved.

[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](#)

This Report Action Item was approved.

**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](#)

This Report Action Item was approved.

[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](#)

This Report Action Item was approved.

**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](#)

This Report Action Item was approved.

[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](#)

This Report Action Item was approved.

[23-1475](#) Addition of Silica Safety Policy.

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

This Report Action Item was approved.

**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](#)

**This Report Action Item was approved.**

[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](#)

**This Report Action Item was approved.**

[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](#)

**This Report Action Item was approved.**

[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](#)

**This Report Action Item was approved.**

[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](#)

**This Report Action Item was approved.**

[23-1447](#)

Approve 2024 - 2025 Federal Section 5310 Sub-recipient Contract

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

**This Report Action Item was approved.**

[23-1448](#)

Certify Valley Transit Public Transportation Agency Safety Plan (PTASP)

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

**This Report Action Item was approved.**

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

M. CONSOLIDATED ACTION ITEMS

N. ITEMS HELD

O. ORDINANCES

P. LICENSE APPLICATIONS AND COMMUNICATIONS REFERRED TO COMMITTEES OF JURISDICTION

Q. RESOLUTIONS SUBMITTED BY ALDERPERSONS REFERRED TO COMMITTEES OF JURISDICTION

R. OTHER COUNCIL BUSINESS

S. ADJOURN

**Aldersperson Hartzheim moved, seconded by Aldersperson Del Toro, that the meeting be adjourned at 8:21 p.m. Roll Call. Motion carried by the following vote:**

**Aye:** 12 - Aldersperson William Siebers, Aldersperson Vered Meltzer, Aldersperson Brad Firkus, Aldersperson Israel Del Toro, Aldersperson Katie Van Zeeland, Aldersperson Joss Thyssen, Aldersperson Alex Schultz, Aldersperson Kristin Alfheim, Aldersperson Nate Wolff, Aldersperson Sheri Hartzheim, Aldersperson Christopher Croatt and Aldersperson Chad Doran

**Excused:** 3 - Aldersperson Denise Fenton, Aldersperson Patrick Hayden and Aldersperson Vaya Jones

**Abstained:** 1 - Mayor Jake Woodford

Kami Lynch, City Clerk




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

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**OFFICE OF THE MAYOR**

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

**TO:** Members of the Common Council  
**FROM:** Mayor Jacob A. Woodford   
**DATE:** January 17, 2024  
**RE:** Confirmation of Reappointment

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It is with pleasure that I present the following recommendation for your confirmation at the January 17, 2024, Common Council meeting.

**FCCVB BOARD OF DIRECTORS** – Reappointment

David Kress

Term Ends December 2026

## NOTICE OF PUBLIC HEARING

#9-23

### RE: Proposed Zone Change

A public hearing will be held in the Council Chambers, City Hall, Appleton, Wisconsin, on Wednesday, January 17, 2024, at 7:00 P.M., or as soon thereafter as can be heard, to consider the following proposed zone change:

**Rezoning #9-23:** A rezoning request has been initiated by Stephen Zei, owner, and Tom Klister of Fore Investment Group, applicant, in the matter of amending Chapter 23 (Zoning Ordinance) of the Municipal Code of the City of Appleton for the below-described real estate, which is currently zoned C-2 General Commercial District. The owner and applicant propose to rezone the property to C-1 Neighborhood Mixed Use District. The C-1 Neighborhood Mixed Use District is intended to provide for mixed use areas, including a range of commercial and denser residential uses. Development is intended to be pedestrian-oriented, with businesses and services that are part of the fabric of the neighborhood and allow residents to meet daily needs on foot, bicycle, and public transit. Development standards provide added flexibility to encourage redevelopment along commercial corridors, without being detrimental to established residential neighborhoods.

#### Legal Description:

N. Lawe Street – 31-1-0017-00

Herman Erbs Addn 1WD Lots 1 & 2 Blk 1 less Doc #1863193 for R/W, including to the centerline of the adjacent road right-of-way, City of Appleton, Outagamie County, Wisconsin  
1212 N. Union Street – 31-1-0024-00

Herman Erbs Addn 1WD S1/2 of Lot 7 and S1/2 of Lot 8 Blk 1, including to the centerline of the adjacent road right-of-way, City of Appleton, Outagamie County, Wisconsin  
605 E. Wisconsin Avenue – 31-1-0025-00

Herman Erbs Addn 1WD N1/2 of Lot 7 and N1/2 of Lot 8 Blk 1 less Doc #1863193 for R/W, including to the centerline of the adjacent road right-of-way, City of Appleton, Outagamie County, Wisconsin

December 14, 2023

RUN: January 2, 2024  
January 9, 2024

**KAMILYNCH**  
City Clerk

## **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.



**Resolution #15-R-23  
as Amended by Substitution**

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

Submitted By: *Aldersperson Doran – District 15*

Date: *December 6, 2023*

Date Revised: *January 8, 2024*

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, 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 Date: November 10, 2004

Updated: January ~~2013~~2024

## DEPARTMENT OF PUBLIC WORKS

### GLENDALE AVENUE YARD WASTE SITE POLICY

This policy has been developed to provide appropriate, consistent, and cost-effective use of the Glendale Avenue Yard Waste Site. This site is available for residents, not contractors or commercial properties.

#### I. CITY OF APPLETON RESIDENTS MAY DROP OFF:

Leaves, brush, grass, metal, ~~batteries, antifreeze,~~ motor oil, tires, appliances, and ~~overflow garbage/bulky curbside recycling~~ items.

#### II. TOWN OF GRAND CHUTE RESIDENTS MAY DROP OFF:

Leaves, brush, and grass, ~~and motor oil.~~

#### ~~III. OUTAGAMIE COUNTY RESIDENTS MAY DROP OFF:~~

~~Motor oil.~~

#### IV.III. FEES:

- |                                |  |
|--------------------------------|--|
| A. Freon appliances            | \$20 <del>drop-off</del> <del>—</del> \$25 <del>curb</del> |
| B. Non-freon appliances        | \$15 <del>drop-off</del> <del>—</del> \$20 <del>curb</del> |
| C. Tires (no rims)             | \$12 <del>8</del> each                                     |
| D. Grass                       | \$4 per bag  |
| E. Grass Card                  | \$40   |
| <del>F. Overflow garbage</del> | <del>—</del> \$15 for any overflow garbage                 |
| <del>G. Overflow garbage</del> | <del>—</del> \$35 for vehicle with garbage plus a trailer  |

#### V.IV. REGULATIONS:

- All customers shall ~~be carded for~~ provide proof of residency.
- ~~Building materials, yard waste, g~~Garbage and overflow items are not accepted ~~from contractors.~~
- Dirt, root balls, stumps, and sod are not accepted.
- Skids and wood lumber are not accepted. ~~go on wood pile.~~
- Sand, gravel and concrete are not accepted.
- ~~F. Treated wood products are considered overflow garbage.~~
- ~~H.F.~~ Electronics and hazardous waste are not accepted.
- ~~H.G.~~ Shingles are not accepted.
- ~~H.H.~~ Oil filters are not accepted.

#### VI. COMMITMENT

~~Attempt will be made to have appropriate amount of containers on site for overflow purposes, but no guarantee based on space and staffing constraints.~~

## Department of Public Works – Engineering Division

### MEMO

**TO:** Municipal Services Committee

**FROM:** Chad Weyenberg, Project Engineer

**DATE:** January 8, 2024

**RE:** Notification of Award of Contract for 2024 Bridge Consulting Services to Collins Engineers, Inc., in an amount not to exceed \$26,190.

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The State of Wisconsin requires that the City completes a Bridge Rehabilitation Report prior to submitting for any Federal and State Local Bridge Program Funds. The Memorial Drive Bridge over the Fox River is eligible for maintenance funds due to the sufficiency rating being below 80. This report will look in depth at the condition of the structure and provide long term maintenance plans, budgets, and recommendations.

This contract is also for the consultant to perform a scour analysis on the Osprey Drive and Harrier Lane bridge structures. Scour analysis reports are required to meet the current WisDOT bridge database requirements. The Department of Public Works requested proposals from seven qualified Wisconsin consulting firms. The City received one qualified proposal from Collins Engineers, Inc. (\$26,190.00)

Collins Engineers, Inc. demonstrated the related experience and personnel necessary to complete the required tasks. In addition, they also demonstrated a good project understanding and approach.

**Therefore, staff recommends award of the 2024 Bridge Consulting Services to Collins Engineers, Inc. in an amount not to exceed \$26,190.00**

COLLINS ENGINEERS, INC.

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, entered on the 20 day of December 2023 by and between City of Appleton, hereinafter called "CLIENT," and COLLINS ENGINEERS, INC., hereinafter called "COLLINS," is as follows:

The CLIENT engages COLLINS to perform professional services for a project known and described as 2023 Bridge Consultant, hereinafter called the "PROJECT." The CLIENT and COLLINS, for mutual consideration hereinafter set forth, agree as follows:

- A. COLLINS agrees to provide and perform certain professional services for CLIENT upon the PROJECT. The Scope of Services and the period during which services are to be provided are specified in **Exhibit A** to this Agreement, which is made a part hereof.
- B. The CLIENT's responsibilities shall be as set forth in **Exhibit A** to this Agreement.
- C. The CLIENT agrees to pay COLLINS as compensation for its services as set forth in **Exhibit B**.

The Standard General Terms and Conditions and the Exhibits constitute the full and complete Agreement between the parties and may be changed, amended, added to, suspended, or waived only if both parties specifically agree in writing to such amendment of the Agreement. In the event of any inconsistencies between the Standard General Terms and Conditions and any proposal, contract, purchase order, requisition, notice to proceed, or like document, the Standard General Terms and Conditions shall govern.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Agreement upon the terms, conditions, and provisions stated, both above and included in the STANDARD GENERAL TERMS AND CONDITIONS and EXHIBITS, which are made a part hereof, the day and year above written. Upon execution of this Agreement by CLIENT, COLLINS will proceed with the services in accordance with the provisions of this Agreement.

**COLLINS ENGINEERS, INC. (COLLINS)**  
2419 Velp Ave, Suite 350  
Howard, WI 54303

**CITY OF APPLETON**  
100 North Appleton St  
Appleton, WI 54911

\_\_\_\_\_  
By

\_\_\_\_\_  
Regional Manager  
Title

\_\_\_\_\_  
12/20/2023  
Date

\_\_\_\_\_  
By

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

# STANDARD GENERAL TERMS AND CONDITIONS

## ARTICLE 1 – SERVICES OF COLLINS

COLLINS' Scope of Work (Work) shall be limited to those services expressly set forth in EXHIBIT A and is subject to the terms and conditions set forth herein.

COLLINS shall procure and maintain the appropriate business and professional licenses and registrations necessary to provide its services. Upon CLIENT's request (and for additional compensation, if not already included in COLLINS' Work), COLLINS shall assist CLIENT in attempting to obtain, or on behalf of CLIENT and in CLIENT's name attempt to obtain, those permits and approvals required for the project for which COLLINS' services are being rendered.

If conditions actually encountered at the project site differ materially from those represented by CLIENT and/or shown or indicated in the contract documents, or are of an unusual nature which materially differ from those ordinarily encountered and generally recognized as inherent for the locality and character of the services provided for in COLLINS' scope of work, COLLINS' compensation and schedule shall be equitably adjusted.

Without increasing the scope of work, price, or schedule contained in EXHIBIT A, COLLINS may employ such subcontractors as it deems necessary to assist in furnishing its services.

## ARTICLE 2 – FEES FOR ADDITIONAL SERVICES

Fees for COLLINS' services attributable to any additional services provided by COLLINS which are not specifically included in EXHIBIT A will be based on the actual time expended on the project, including travel, by our personnel and will be computed by multiplying the actual number of hours worked times the applicable hourly rate listed on COLLINS' Standard Table of Rates. Reimbursable expenses will be based on the rates listed on COLLINS' Standard Table of Rates. COLLINS will not commence work on any additional services without the written consent of the CLIENT.

## ARTICLE 3 – TIMES FOR RENDERING SERVICES

COLLINS shall perform its services in accordance with the schedule set forth in EXHIBIT A and in keeping with the Standard of Care. COLLINS shall not be responsible for damages or be in default, or be deemed to be in default, by reason of delays in performance by reason of strikes, lockouts, accidents, acts of God and other delays unavoidable or beyond COLLINS' reasonable control or delays caused by failure of CLIENT, CLIENT's agent or CLIENT's Contractor to furnish information or to approve or disapprove COLLINS' work promptly, or due to late or slow, or faulty performance by CLIENT, other contractors, or governmental agencies, the performance of whose work is precedent to or concurrent with the performance of COLLINS' work. In the case of the happening of any such cause of delay, the time of completion and compensation shall be equitably adjusted.

## ARTICLE 4 – PAYMENTS TO COLLINS

Invoices for fees and other charges shall be prepared in accordance with COLLINS' standard invoicing practices and shall be submitted to CLIENT not more frequently than monthly for all services rendered as the work progresses, and the net amount shall be due within 30 days at COLLINS' offices in Chicago, Illinois, and CLIENT's obligation to pay under this Agreement. Payments on invoices submitted by COLLINS for services performed shall not be delayed, postponed or otherwise withheld pending completion or success of construction, or receipt of funding from lending institutions, government grants or other sources. Invoices for payment shall not be offset by any claims for withholding or deductions by CLIENT unless COLLINS agrees or has been finally determined liable for such amounts.

Invoices are due and payable within 30 days of receipt. If CLIENT fails to pay COLLINS' invoice within 30 days after receipt, the amounts due COLLINS shall accrue interest at the rate of one and one-half percent (1.5%) per month (or the maximum rate of interest permitted by law, if less) after the 30 days. In the event any portion of the account remains unpaid 60 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

Records of COLLINS' direct and indirect costs and expenses pertinent to its compensation under this Agreement shall be kept in accordance with generally accepted accounting practices and applicable federal, state, or local laws and regulations.

## ARTICLE 5 – SUSPENSION OF SERVICES

The CLIENT may, at any time, by written notice, suspend further work by COLLINS. The CLIENT shall remain liable for, and shall promptly pay COLLINS for all services rendered to the date of suspension of services, plus suspension charges, which shall include the cost of assembling documents, personnel and equipment, rescheduling or reassignment, and commitments made to others on CLIENT's behalf.

CLIENT shall pay COLLINS pursuant to the rates and charges set forth in EXHIBIT B. COLLINS will submit monthly invoices to CLIENT for services rendered and expenses incurred. If CLIENT does not pay invoices within 30 days of submission of invoice, COLLINS may, upon written notice to the CLIENT, suspend further work until payments are brought current. The CLIENT agrees to indemnify and hold COLLINS harmless from any claim or liability resulting from such suspension.

## ARTICLE 6 – STANDARD OF CARE/ABSENCE OF WARRANTIES/NO RESPONSIBILITY FOR SITE SAFETY OR CONTRACTOR'S PERFORMANCE

### Standard of Care

The standard of care for all professional services performed or furnished by COLLINS, its employees, independent professional associates, and subconsultants under this Agreement shall be the skill and care ordinarily exercised by other members of COLLINS' profession, providing the same or similar services, under the same or similar circumstances, at the same time and locality as the services were provided by COLLINS. COLLINS shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the project.

COLLINS and CLIENT will use reasonable care to comply with applicable laws in effect at the time the services are performed hereunder, which to the best of their knowledge, information and belief, apply to their respective obligations under this Agreement.

**No Warranties**

COLLINS makes no guarantees or warranties, expressed or implied, under this Agreement or otherwise, in connection with COLLINS' services.

**Client-Furnished Documents**

COLLINS may use requirements, programs, instructions, reports, data, and information furnished by CLIENT to COLLINS in performing its services under this Agreement. COLLINS may rely on the accuracy and completeness of requirements, programs, instructions, reports, data, and other information furnished by CLIENT to COLLINS. CLIENT shall, to the fullest extent permitted by law, waive any claims against COLLINS and its subconsultants, and indemnify and hold COLLINS and its subconsultants harmless from any claims, liability, or expenses (including reasonable attorneys' fees and costs) arising from COLLINS' reliance on CLIENT furnished information, except to the extent of COLLINS' and its subconsultant's negligent or wrongful acts, errors, omissions, or breach of contract.

**Opinions of Probable Costs**

When required as part of its work, COLLINS will furnish opinions of probable cost, but does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions, and utilitarian considerations of operations and maintenance costs prepared by COLLINS hereunder will be made on the basis of COLLINS' experience and qualifications and will represent COLLINS' judgment as an experienced and qualified design professional. However, users of the probable cost opinions must recognize that COLLINS does not have control over the cost of labor, material, equipment, or services furnished by others or over market conditions or contractors' methods of determining prices or performing the work.

**Review of Contractor's Shop Drawings and Submittals**

If review of a contractor's shop drawings and submittals are included in COLLINS' scope of services, COLLINS shall review and take appropriate action on the contractor's submittals, such as shop drawings, product data, samples, and other data, which the contractor is required to submit, but solely for the limited purpose of determining general overall conformance with COLLINS' design concept. This review shall not include a review of the accuracy or completeness of details, such as quantities; dimensions; weights or gauges; fabrication processes; construction means, methods, sequences or procedures; coordination of the work with other trades; or construction safety precautions, all of which are the sole responsibility of the contractor. COLLINS' review shall be conducted with reasonable promptness while allowing sufficient time, in COLLINS' judgment, to permit adequate review. Review of a specific item shall not be construed to mean that COLLINS has reviewed the entire assembly of which the item is a component. COLLINS shall not be responsible for any deviations by the contractor in the shop drawings and submittals from the construction documents, which are not brought to the attention of COLLINS by the contractor in writing.

**Construction Phase Services**

If construction observation is included in COLLINS' scope of services, COLLINS shall visit the project site at intervals appropriate to the stage of construction, or as otherwise agreed to in writing by CLIENT and COLLINS, in order to observe and keep CLIENT reasonably informed about the progress and quality of the portion of the work completed, and report to CLIENT (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the contractor, and (2) defects and deficiencies observed in the work. Such visits and observations are not intended to be an exhaustive check or a detailed inspection of any contractor's work, but rather are to allow COLLINS, as a professional, to become generally familiar with the work in progress in order to determine, in general, whether the work is progressing in a manner indicating that the work, when fully completed, will be in accordance with COLLINS' general overall design concept. If CLIENT desires more extensive project observation or full-time representation, the CLIENT shall request that such services be provided by COLLINS as Additional Services in accordance with the terms of this Agreement.

If COLLINS performs any services during the construction phase of the project, COLLINS shall not supervise, direct, or have control over Contractor's work. COLLINS shall not have authority over or responsibility for the construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the work of the Contractor. COLLINS does not guarantee the performance of the construction contract by the Contractor and does not assume responsibility for the Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

If COLLINS is not retained to provide construction observation of the implementation of its design recommendations, CLIENT shall, to the fullest extent permitted by law, waive any claims against COLLINS, and indemnify and hold COLLINS harmless from any claims, liability, or expenses (including reasonable attorneys' fees and costs) arising from the implementation of COLLINS' design recommendations, except to the extent of COLLINS' negligent or wrongful acts, errors, omissions, or breach of contract.

**No Responsibility for Site Safety**

Except for its own subconsultants and employees, COLLINS shall not: supervise, direct, have control over, or authority to stop any contractor's work; have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by any contractor; be responsible for safety precautions and programs incidental to any contractor's work; or be responsible for any failure of any contractor to comply with laws and regulations applicable to the contractor, all of which are the sole responsibility of the construction contractors. This requirement shall apply continuously, regardless of time or place, and shall in no way be altered because a representative of COLLINS is present at the project site performing his/her duties. Notwithstanding anything to the contrary, COLLINS shall never be deemed to have assumed responsibility for the project's site safety by either contract or conduct. No act or direction by COLLINS shall be deemed the exercise of supervision or control of any contractor's employees or the direction of any contractor's performance.

**Approval of Contractor's Applications for Payment**

If approvals of a contractor's applications for payment are included in COLLINS' scope of work, COLLINS shall review the amounts due the contractor and issue a recommendation about payment to CLIENT. COLLINS' review shall be limited to an evaluation of the general progress of the work and the information contained in the contractor's application for payment and a representation by COLLINS that to the best of the COLLINS' knowledge, information, and belief, the contractor has performed work for which payment has been requested, subject to further testing and inspection upon substantial completion. The issuance of a recommendation for payment shall not be construed as a representation that: COLLINS has made an exhaustive check or a detailed or continuous observation of the quality or quantity of the contractor's work; approved the contractor's means, methods, sequences, procedures, or safety precautions; or that contractor's subcontractors, laborers, and suppliers have been paid.

**ARTICLE 7 – CONFIDENTIALITY AND USE OF DOCUMENTS****Confidentiality**

COLLINS agrees to keep confidential and not to disclose to any person or entity, other than COLLINS' employees, subconsultants, and the general contractor and subcontractors, if appropriate, any data or information not previously known to or generated by COLLINS or furnished to COLLINS and marked CONFIDENTIAL by the CLIENT. These provisions shall not apply to information in whatever form that is in the public domain, nor shall it restrict COLLINS from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency, or other legitimate authority, or if disclosure is reasonably necessary for COLLINS to defend itself from any legal action or claim. CLIENT agrees that COLLINS may use and publish CLIENT's name and a general description of COLLINS' services with respect to the project in describing COLLINS' experience and qualifications to others.

**Copyrights and Patents**

COLLINS shall indemnify, and hold harmless CLIENT from, damages, expenses (including reasonable attorneys' fees and costs), losses, and liabilities to the extent that any services furnished by COLLINS infringe any patent, trademark, trade name, or copyright.

**Use of Documents**

All documents prepared by COLLINS are instruments of service with respect to the project, and COLLINS shall retain a copyrighted ownership and property interest therein (including the right of reuse) whether or not the project is completed.

COLLINS shall grant, upon full payment to COLLINS for services rendered, to CLIENT a non-exclusive, irrevocable, unlimited, royalty-free license to use any documents prepared by COLLINS for CLIENT. CLIENT may make and retain copies of such documents for their information and use. Such documents are not intended or represented to be suitable for reuse by CLIENT, or others, on extensions of the project, or on any other project. Any such reuse without written verification or adaptation by COLLINS, as appropriate for the specific purpose intended, shall be at CLIENT's sole risk, and CLIENT shall, to the fullest extent permitted by law, waive any claims against COLLINS and its subconsultants, and defend, indemnify and hold COLLINS and its subconsultants harmless from any claims, liability, or expenses (including reasonable attorneys' fees and costs) arising from such reuse. Any verification or adaptation of the documents for extensions of the project or for any other project by COLLINS shall entitle COLLINS to additional compensation to be agreed upon by CLIENT and COLLINS.

Copies of documents that may be relied upon by CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by COLLINS. Text, data, or graphics files in electronic media format are furnished solely for the convenience of CLIENT. Any conclusion or information obtained or derived from such electronic files shall be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

Electronic files including images, video, and miscellaneous geospatial data collected may include information on the condition or configuration of assets. Except to the extent explicitly stated in this Agreement or the scope of work, COLLINS undertakes no responsibility to, and will not, analyze or review any information or data (including electronic files) with respect to condition, defects, or deficiencies. Data that is collected may be post processed into digital models, maps and other deliverables that may contain artifacts, noise, or geospatial discrepancies that may not reflect the exact condition, location or dimensions of the asset at the time of data collection. Except to the extent explicitly stated in this Agreement or the scope of work, COLLINS MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER WITH RESPECT TO ANY INFORMATION OR DATA SUPPLIED, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE; OR (B) representations as to the accuracy or the alternative use of these models for any purpose including, but not limited to, the work to be completed by collins in this agreement or the scope of work

Because of the potential that the information presented in the electronic files can be altered, modified and/or added to, unintentionally or otherwise, COLLINS reserves the right to remove all reference of its ownership and/or involvement for each electronic file. Data, plans, specifications, reports, documents or other information recorded on or transmitted as electronic media are subject to undetectable alteration, either intentional or unintentional due to, among other causes, transmission, conversion, media degradation, software error, or human alteration. Accordingly, the electronic documents provided are for informational purposes only and are not intended as an end-product.

When transferring documents in electronic media format, neither CLIENT nor COLLINS makes any representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used for the documents' creation.

**ARTICLE 8 – INSURANCE**

COLLINS shall purchase and maintain during the term of this contract, the following insurance coverage at its sole expense:

Commercial General Liability - \$1,000,000 each occurrence/\$2,000,000 annual general aggregate Bodily Injury/Property Damage covering liability arising from premises, operations, personal injury and advertising injury, products and completed operations, and contractual liability.

Auto Liability - \$1,000,000 Bodily Injury/Property Damage Combined Single Limit including Owned, Hired, and Non-Owned Liability coverage.

Umbrella Liability - \$2,000,000 per occurrence and in the aggregate excess of Commercial General Liability, Auto Liability, and Employers' Liability.

Workers' Compensation & Employer's Liability - Workers' compensation shall be maintained at statutory minimums. Employer's Liability will be maintained in an amount not less than \$1,000,000 per accident/\$500,000 per disease/\$1,000,000 disease policy aggregate, including if applicable, U.S. Longshoreman & Harbor Workers coverage.

Professional Liability - \$2,000,000 per claim/\$2,000,000 annual aggregate for professional errors and omissions and including Contractors Pollution Liability coverage.

If required by contract with CLIENT, COLLINS shall name CLIENT as an additional insured on its Commercial General Liability policy.

If requested in writing by CLIENT, COLLINS shall deliver to CLIENT certificates of insurance evidencing such coverage. Such certificates shall be furnished before commencement of COLLINS' services.

CLIENT shall cause COLLINS and its subcontractors to be listed as additional insured's on any Commercial General Liability insurance carried by CLIENT that is applicable to the project.

CLIENT shall require the project owner to require the general contractor on the project to purchase and maintain Commercial General Liability, Automobile Liability, Workers' Compensation, and Employer's Liability insurance, with limits no less than set forth above, and to cause COLLINS and its subconsultants to be listed as additional insureds on that Commercial General Liability insurance. CLIENT shall require the project owner to include the substance of this paragraph in the prime construction contract.

## **ARTICLE 9 – HAZARDOUS ENVIRONMENTAL CONDITIONS**

### **Disclosure of the Existence of Hazardous Environmental Conditions**

CLIENT has disclosed to COLLINS all data known to CLIENT concerning known or suspected hazardous environmental conditions, including but not limited to the existence of all asbestos, PCBs, petroleum, hazardous waste, radioactive material, or other hazardous materials, as defined by Federal, State and local laws or regulations (collectively, "Hazardous Materials," if any, located at or near the project site, including its type, quantity, and location, or has represented to COLLINS that, to the best of CLIENT's knowledge, no hazardous environmental conditions exist at or near the project site.

The scope of COLLINS' services for this Agreement does not include any responsibility for detection, remediation, accidental release, or services relating to waste, oil, asbestos, lead, or other hazardous materials, as defined by Federal, State, and local laws or regulations.

## **ARTICLE 10 - ALLOCATION OF RISK**

### **Indemnification of CLIENT**

COLLINS agrees, to the fullest extent permitted by law, to indemnify and hold harmless the CLIENT, its officers, directors, and employees (collectively, CLIENT) against damages, liabilities, or costs, including reasonable attorney's fees and defense costs, to the extent caused by COLLINS' negligent acts or omissions under this Agreement and that of anyone for whom COLLINS is legally liable. In no event shall the indemnification obligation extend beyond the date when the institution of legal or equitable proceedings for professional negligence would be barred by any applicable statute of repose or statute of limitations.

### **Indemnification of COLLINS**

CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless COLLINS, its officers, directors, employees and subconsultants (collectively, COLLINS) against damages, liabilities, or costs, including reasonable attorney's fees and defense costs, to the extent caused by CLIENT's negligent acts or omissions in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the CLIENT is legally liable. It is the intent of CLIENT to indemnify COLLINS against whatever percentage of the above described losses are attributable to parties (including CLIENT) other than COLLINS.

## **ARTICLE 11 – AGREED REMEDY**

To the fullest extent permitted by law, the total liability, in aggregate of COLLINS and COLLINS' officers, directors, employees, agents, and consultants to CLIENT and anyone claiming by, through or under CLIENT, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to COLLINS' services, the Project or this Agreement, from any cause or causes whatsoever, including but not limited to strict negligence, strict liability, breach of contract or warranty, shall not exceed COLLINS' total fee received under this Agreement. The CLIENT agrees to bring any claims against COLLINS, not any individual owners, directors or employees of COLLINS. **If CLIENT is unwilling or unable to agree to this remedy, we will negotiate this provision and its associated impact on our approach, scope of work, schedule, and fee, with CLIENT. You must notify COLLINS in writing before we commence our work or your intention to negotiate this provision and its associated impact on our approach, scope of work, schedule, and price. Absent your prior written notification to the contrary, we will proceed on the basis that the agreed remedy stands as set forth above.**

### **Consequential Damages**

Neither CLIENT nor COLLINS shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of, or connected in any way to, the Project or this Agreement. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, loss of reputation, unrealized savings or diminution of property value and shall apply to any cause of action including negligence, strict liability, breach of contract and breach of warranty.

## **ARTICLE 12 – MISCELLANEOUS**

### **Termination**

This Agreement may be terminated without further obligation or liability by either party, with or without cause (for convenience), upon 30 days prior written notice to the other. COLLINS shall be entitled to compensation for all services performed prior to the termination of this Agreement. This Agreement may be terminated by the non-breaching party upon any breach of this Agreement that remains uncured after 10 days written notice to the breaching party by the non-breaching party. Upon payment of all amounts due COLLINS, CLIENT shall be entitled to copies of COLLINS' files and records pertaining to services performed prior to the termination of this Agreement.

### **Successors, Assigns, and Third Parties**

This Agreement shall be binding upon each party's assigns, successors, executors, administrators, and legal representatives.

Neither CLIENT nor COLLINS may assign or transfer any rights under or interest in this Agreement without the written consent of the other. No assignment shall release or discharge the assignor from any duty or responsibility under this Agreement, and such consent will not be unreasonably withheld.

Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the CLIENT or COLLINS. COLLINS' services hereunder are being performed solely for the benefit of the CLIENT, and no other entity shall have any claim against COLLINS because of this Agreement or COLLINS' performance of services hereunder.



**Governing Law**

The laws of the State of Wisconsin shall exclusively govern the validity, interpretation and performance of this Agreement.

Any applicable Statute of Limitation shall be deemed to commence running on the date which the claimant knew, or should have known, of the facts giving rise to their claims, but in no event later than the date of substantial completion of COLLINS' services under this Agreement. To the maximum extent permitted by law, as a condition precedent to commencing a judicial proceeding, a party shall give written notice of their claims, including all amounts claimed, and the factual basis for their claims, to the other party within one (1) year of when the claimant knew, or should have known, of the facts giving rise to their claims, but in no event later than one (1) year from the date of substantial completion of COLLINS' services under this Agreement.

**Invalid Terms**

In the event any of these Contract Provisions are found to be illegal or otherwise unenforceable, the unenforceable Contract Provision will be stricken. Striking such a Contract Provision shall have no effect on the enforceability of the remaining Contract Provisions and those remaining Contract Provisions shall continue in full force and effect as if the unenforceable Contract Provision were never included in the Agreement.

**Mediation**

The CLIENT and COLLINS agree to submit all claims and disputes arising out of this Agreement to non-binding mediation prior to the initiation of legal proceedings. This provision shall survive completion or termination of this Agreement; however, neither party shall seek mediation of any claim or dispute arising out of this Agreement beyond the period of time that would bar the initiation of legal proceedings to litigate such claim or dispute under the applicable law.

**Waiver**

A waiver of any of the terms and conditions or breaches of this Agreement shall not operate as a subsequent waiver.

**Headings**

The headings used in this agreement are for general ease of reference only. They have no meaning and are not part of this Agreement.

**Integration**

This Agreement, together with all exhibits hereto, are incorporated by reference into each other, and supersedes all prior written and oral discussions, representations, negotiations, and agreements on the subject matter of this Agreement and represent the parties' complete, entire, and final understanding of the subject matter of this Agreement.

**Survival**

Notwithstanding completion or termination of this Agreement for any reason, all representations, limitations of liability, and indemnification obligations contained in this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

END OF STANDARD GENERAL TERMS AND CONDITIONS

**EXHIBIT B**  
**COMPENSATION**

CLIENT agrees to compensate COLLINS as follows:

**LUMP SUM**

CLIENT shall pay COLLINS for Services set forth in EXHIBIT A, a Lump Sum amount of \$26,190.00.

The Lump Sum includes compensation for all COLLINS' services included in EXHIBIT A and incorporates COLLINS' labor, overhead, profit, Reimbursable Expenses and COLLINS' outside services, if any.

The portion of the Lump Sum amount billed for COLLINS' services will be based upon COLLINS' estimate of the proportion of the overall services actually completed during the billing period to the total Lump Sum.

## Department of Public Works – Engineering Division

### MEMO

**TO:** Municipal Services Committee

**FROM:** Chad Weyenberg, Project Engineer

**DATE:** January 8, 2024

**RE:** Notification of Award of Contract for 2024 Bridge Inspections Services (Unit R-24) to Collins Engineers, Inc., in an amount not to exceed \$42,000.

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The State of Wisconsin requires that the City inspect, record and report to the State on the condition of its bridges every two years. The Department of Public Works requested proposals from six qualified Wisconsin consulting firms. The City received two qualified proposals from Collins Engineers, Inc. (\$41,688.40) and Ayres Associates (\$58,300.00).

Collins Engineers, Inc. demonstrated the related experience and personnel necessary to complete the required tasks. In addition, they also demonstrated a good project understanding and approach.

**Therefore, staff recommends award of the 2024 Bridge Inspection Services Contract to Collins Engineers, Inc. in an amount not to exceed \$42,000.00**

COLLINS ENGINEERS, INC.

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, entered on the \_\_\_ day of \_\_\_\_\_ by and between City of Appleton, hereinafter called "CLIENT," and COLLINS ENGINEERS, INC., hereinafter called "COLLINS," is as follows:

The CLIENT engages COLLINS to perform professional services for a project known and described as Routine Bridge Inspection 2024/25, hereinafter called the "PROJECT." The CLIENT and COLLINS, for mutual consideration hereinafter set forth, agree as follows:

- A. COLLINS agrees to provide and perform certain professional services for CLIENT upon the PROJECT. The Scope of Services and the period during which services are to be provided are specified in **Exhibit A** to this Agreement, which is made a part hereof.
- B. The CLIENT's responsibilities shall be as set forth in **Exhibit A** to this Agreement.
- C. The CLIENT agrees to pay COLLINS as compensation for its services as set forth in **Exhibit B**.

The Standard General Terms and Conditions and the Exhibits constitute the full and complete Agreement between the parties and may be changed, amended, added to, suspended, or waived only if both parties specifically agree in writing to such amendment of the Agreement. In the event of any inconsistencies between the Standard General Terms and Conditions and any proposal, contract, purchase order, requisition, notice to proceed, or like document, the Standard General Terms and Conditions shall govern.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Agreement upon the terms, conditions, and provisions stated, both above and included in the STANDARD GENERAL TERMS AND CONDITIONS and EXHIBITS, which are made a part hereof, the day and year above written. Upon execution of this Agreement by CLIENT, COLLINS will proceed with the services in accordance with the provisions of this Agreement.

**COLLINS ENGINEERS, INC. (COLLINS)**  
2149 Velp Ave, Suite 350  
Howard, WI 54303

**CITY OF APPLETON**  
100 North Appleton St  
Appleton, WI 54911

\_\_\_\_\_  
By

\_\_\_\_\_  
Regional Manager  
Title

\_\_\_\_\_  
12/20/2023  
Date

\_\_\_\_\_  
By

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

# STANDARD GENERAL TERMS AND CONDITIONS

## ARTICLE 1 – SERVICES OF COLLINS

COLLINS' Scope of Work (Work) shall be limited to those services expressly set forth in EXHIBIT A and is subject to the terms and conditions set forth herein.

COLLINS shall procure and maintain the appropriate business and professional licenses and registrations necessary to provide its services. Upon CLIENT's request (and for additional compensation, if not already included in COLLINS' Work), COLLINS shall assist CLIENT in attempting to obtain, or on behalf of CLIENT and in CLIENT's name attempt to obtain, those permits and approvals required for the project for which COLLINS' services are being rendered.

If conditions actually encountered at the project site differ materially from those represented by CLIENT and/or shown or indicated in the contract documents, or are of an unusual nature which materially differ from those ordinarily encountered and generally recognized as inherent for the locality and character of the services provided for in COLLINS' scope of work, COLLINS' compensation and schedule shall be equitably adjusted.

Without increasing the scope of work, price, or schedule contained in EXHIBIT A, COLLINS may employ such subcontractors as it deems necessary to assist in furnishing its services.

## ARTICLE 2 – FEES FOR ADDITIONAL SERVICES

Fees for COLLINS' services attributable to any additional services provided by COLLINS which are not specifically included in EXHIBIT A will be based on the actual time expended on the project, including travel, by our personnel and will be computed by multiplying the actual number of hours worked times the applicable hourly rate listed on COLLINS' Standard Table of Rates. Reimbursable expenses will be based on the rates listed on COLLINS' Standard Table of Rates. COLLINS will not commence work on any additional services without the written consent of the CLIENT.

## ARTICLE 3 – TIMES FOR RENDERING SERVICES

COLLINS shall perform its services in accordance with the schedule set forth in EXHIBIT A and in keeping with the Standard of Care. COLLINS shall not be responsible for damages or be in default, or be deemed to be in default, by reason of delays in performance by reason of strikes, lockouts, accidents, acts of God and other delays unavoidable or beyond COLLINS' reasonable control or delays caused by failure of CLIENT, CLIENT's agent or CLIENT's Contractor to furnish information or to approve or disapprove COLLINS' work promptly, or due to late or slow, or faulty performance by CLIENT, other contractors, or governmental agencies, the performance of whose work is precedent to or concurrent with the performance of COLLINS' work. In the case of the happening of any such cause of delay, the time of completion and compensation shall be equitably adjusted.

## ARTICLE 4 – PAYMENTS TO COLLINS

Invoices for fees and other charges shall be prepared in accordance with COLLINS' standard invoicing practices and shall be submitted to CLIENT not more frequently than monthly for all services rendered as the work progresses, and the net amount shall be due within 30 days at COLLINS' offices in Chicago, Illinois, and CLIENT's obligation to pay under this Agreement. Payments on invoices submitted by COLLINS for services performed shall not be delayed, postponed or otherwise withheld pending completion or success of construction, or receipt of funding from lending institutions, government grants or other sources. Invoices for payment shall not be offset by any claims for withholding or deductions by CLIENT unless COLLINS agrees or has been finally determined liable for such amounts.

Invoices are due and payable within 30 days of receipt. If CLIENT fails to pay COLLINS' invoice within 30 days after receipt, the amounts due COLLINS shall accrue interest at the rate of one and one-half percent (1.5%) per month (or the maximum rate of interest permitted by law, if less) after the 30 days. In the event any portion of the account remains unpaid 60 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

Records of COLLINS' direct and indirect costs and expenses pertinent to its compensation under this Agreement shall be kept in accordance with generally accepted accounting practices and applicable federal, state, or local laws and regulations.

## ARTICLE 5 – SUSPENSION OF SERVICES

The CLIENT may, at any time, by written notice, suspend further work by COLLINS. The CLIENT shall remain liable for, and shall promptly pay COLLINS for all services rendered to the date of suspension of services, plus suspension charges, which shall include the cost of assembling documents, personnel and equipment, rescheduling or reassignment, and commitments made to others on CLIENT's behalf.

CLIENT shall pay COLLINS pursuant to the rates and charges set forth in EXHIBIT B. COLLINS will submit monthly invoices to CLIENT for services rendered and expenses incurred. If CLIENT does not pay invoices within 30 days of submission of invoice, COLLINS may, upon written notice to the CLIENT, suspend further work until payments are brought current. The CLIENT agrees to indemnify and hold COLLINS harmless from any claim or liability resulting from such suspension.

## ARTICLE 6 – STANDARD OF CARE/ABSENCE OF WARRANTIES/NO RESPONSIBILITY FOR SITE SAFETY OR CONTRACTOR'S PERFORMANCE

### Standard of Care

The standard of care for all professional services performed or furnished by COLLINS, its employees, independent professional associates, and subconsultants under this Agreement shall be the skill and care ordinarily exercised by other members of COLLINS' profession, providing the same or similar services, under the same or similar circumstances, at the same time and locality as the services were provided by COLLINS. COLLINS shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the project.

COLLINS and CLIENT will use reasonable care to comply with applicable laws in effect at the time the services are performed hereunder, which to the best of their knowledge, information and belief, apply to their respective obligations under this Agreement.

**No Warranties**

COLLINS makes no guarantees or warranties, expressed or implied, under this Agreement or otherwise, in connection with COLLINS' services.

**Client-Furnished Documents**

COLLINS may use requirements, programs, instructions, reports, data, and information furnished by CLIENT to COLLINS in performing its services under this Agreement. COLLINS may rely on the accuracy and completeness of requirements, programs, instructions, reports, data, and other information furnished by CLIENT to COLLINS. CLIENT shall, to the fullest extent permitted by law, waive any claims against COLLINS and its subconsultants, and indemnify and hold COLLINS and its subconsultants harmless from any claims, liability, or expenses (including reasonable attorneys' fees and costs) arising from COLLINS' reliance on CLIENT furnished information, except to the extent of COLLINS' and its subconsultant's negligent or wrongful acts, errors, omissions, or breach of contract.

**Opinions of Probable Costs**

When required as part of its work, COLLINS will furnish opinions of probable cost, but does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions, and utilitarian considerations of operations and maintenance costs prepared by COLLINS hereunder will be made on the basis of COLLINS' experience and qualifications and will represent COLLINS' judgment as an experienced and qualified design professional. However, users of the probable cost opinions must recognize that COLLINS does not have control over the cost of labor, material, equipment, or services furnished by others or over market conditions or contractors' methods of determining prices or performing the work.

**Review of Contractor's Shop Drawings and Submittals**

If review of a contractor's shop drawings and submittals are included in COLLINS' scope of services, COLLINS shall review and take appropriate action on the contractor's submittals, such as shop drawings, product data, samples, and other data, which the contractor is required to submit, but solely for the limited purpose of determining general overall conformance with COLLINS' design concept. This review shall not include a review of the accuracy or completeness of details, such as quantities; dimensions; weights or gauges; fabrication processes; construction means, methods, sequences or procedures; coordination of the work with other trades; or construction safety precautions, all of which are the sole responsibility of the contractor. COLLINS' review shall be conducted with reasonable promptness while allowing sufficient time, in COLLINS' judgment, to permit adequate review. Review of a specific item shall not be construed to mean that COLLINS has reviewed the entire assembly of which the item is a component. COLLINS shall not be responsible for any deviations by the contractor in the shop drawings and submittals from the construction documents, which are not brought to the attention of COLLINS by the contractor in writing.

**Construction Phase Services**

If construction observation is included in COLLINS' scope of services, COLLINS shall visit the project site at intervals appropriate to the stage of construction, or as otherwise agreed to in writing by CLIENT and COLLINS, in order to observe and keep CLIENT reasonably informed about the progress and quality of the portion of the work completed, and report to CLIENT (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the contractor, and (2) defects and deficiencies observed in the work. Such visits and observations are not intended to be an exhaustive check or a detailed inspection of any contractor's work, but rather are to allow COLLINS, as a professional, to become generally familiar with the work in progress in order to determine, in general, whether the work is progressing in a manner indicating that the work, when fully completed, will be in accordance with COLLINS' general overall design concept. If CLIENT desires more extensive project observation or full-time representation, the CLIENT shall request that such services be provided by COLLINS as Additional Services in accordance with the terms of this Agreement.

If COLLINS performs any services during the construction phase of the project, COLLINS shall not supervise, direct, or have control over Contractor's work. COLLINS shall not have authority over or responsibility for the construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the work of the Contractor. COLLINS does not guarantee the performance of the construction contract by the Contractor and does not assume responsibility for the Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

If COLLINS is not retained to provide construction observation of the implementation of its design recommendations, CLIENT shall, to the fullest extent permitted by law, waive any claims against COLLINS, and indemnify and hold COLLINS harmless from any claims, liability, or expenses (including reasonable attorneys' fees and costs) arising from the implementation of COLLINS' design recommendations, except to the extent of COLLINS' negligent or wrongful acts, errors, omissions, or breach of contract.

**No Responsibility for Site Safety**

Except for its own subconsultants and employees, COLLINS shall not: supervise, direct, have control over, or authority to stop any contractor's work; have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by any contractor; be responsible for safety precautions and programs incidental to any contractor's work; or be responsible for any failure of any contractor to comply with laws and regulations applicable to the contractor, all of which are the sole responsibility of the construction contractors. This requirement shall apply continuously, regardless of time or place, and shall in no way be altered because a representative of COLLINS is present at the project site performing his/her duties. Notwithstanding anything to the contrary, COLLINS shall never be deemed to have assumed responsibility for the project's site safety by either contract or conduct. No act or direction by COLLINS shall be deemed the exercise of supervision or control of any contractor's employees or the direction of any contractor's performance.

**Approval of Contractor's Applications for Payment**

If approvals of a contractor's applications for payment are included in COLLINS' scope of work, COLLINS shall review the amounts due the contractor and issue a recommendation about payment to CLIENT. COLLINS' review shall be limited to an evaluation of the general progress of the work and the information contained in the contractor's application for payment and a representation by COLLINS that to the best of the COLLINS' knowledge, information, and belief, the contractor has performed work for which payment has been requested, subject to further testing and inspection upon substantial completion. The issuance of a recommendation for payment shall not be construed as a representation that: COLLINS has made an exhaustive check or a detailed or continuous observation of the quality or quantity of the contractor's work; approved the contractor's means, methods, sequences, procedures, or safety precautions; or that contractor's subcontractors, laborers, and suppliers have been paid.

**ARTICLE 7 – CONFIDENTIALITY AND USE OF DOCUMENTS****Confidentiality**

COLLINS agrees to keep confidential and not to disclose to any person or entity, other than COLLINS' employees, subconsultants, and the general contractor and subcontractors, if appropriate, any data or information not previously known to or generated by COLLINS or furnished to COLLINS and marked CONFIDENTIAL by the CLIENT. These provisions shall not apply to information in whatever form that is in the public domain, nor shall it restrict COLLINS from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency, or other legitimate authority, or if disclosure is reasonably necessary for COLLINS to defend itself from any legal action or claim. CLIENT agrees that COLLINS may use and publish CLIENT's name and a general description of COLLINS' services with respect to the project in describing COLLINS' experience and qualifications to others.

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COLLINS shall grant, upon full payment to COLLINS for services rendered, to CLIENT a non-exclusive, irrevocable, unlimited, royalty-free license to use any documents prepared by COLLINS for CLIENT. CLIENT may make and retain copies of such documents for their information and use. Such documents are not intended or represented to be suitable for reuse by CLIENT, or others, on extensions of the project, or on any other project. Any such reuse without written verification or adaptation by COLLINS, as appropriate for the specific purpose intended, shall be at CLIENT's sole risk, and CLIENT shall, to the fullest extent permitted by law, waive any claims against COLLINS and its subconsultants, and defend, indemnify and hold COLLINS and its subconsultants harmless from any claims, liability, or expenses (including reasonable attorneys' fees and costs) arising from such reuse. Any verification or adaptation of the documents for extensions of the project or for any other project by COLLINS shall entitle COLLINS to additional compensation to be agreed upon by CLIENT and COLLINS.

Copies of documents that may be relied upon by CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by COLLINS. Text, data, or graphics files in electronic media format are furnished solely for the convenience of CLIENT. Any conclusion or information obtained or derived from such electronic files shall be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

Electronic files including images, video, and miscellaneous geospatial data collected may include information on the condition or configuration of assets. Except to the extent explicitly stated in this Agreement or the scope of work, COLLINS undertakes no responsibility to, and will not, analyze or review any information or data (including electronic files) with respect to condition, defects, or deficiencies. Data that is collected may be post processed into digital models, maps and other deliverables that may contain artifacts, noise, or geospatial discrepancies that may not reflect the exact condition, location or dimensions of the asset at the time of data collection. Except to the extent explicitly stated in this Agreement or the scope of work, COLLINS MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER WITH RESPECT TO ANY INFORMATION OR DATA SUPPLIED, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE; OR (B) representations as to the accuracy or the alternative use of these models for any purpose including, but not limited to, the work to be completed by collins in this agreement or the scope of work

Because of the potential that the information presented in the electronic files can be altered, modified and/or added to, unintentionally or otherwise, COLLINS reserves the right to remove all reference of its ownership and/or involvement for each electronic file. Data, plans, specifications, reports, documents or other information recorded on or transmitted as electronic media are subject to undetectable alteration, either intentional or unintentional due to, among other causes, transmission, conversion, media degradation, software error, or human alteration. Accordingly, the electronic documents provided are for informational purposes only and are not intended as an end-product.

When transferring documents in electronic media format, neither CLIENT nor COLLINS makes any representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used for the documents' creation.

**ARTICLE 8 – INSURANCE**

COLLINS shall purchase and maintain during the term of this contract, the following insurance coverage at its sole expense:

Commercial General Liability - \$1,000,000 each occurrence/\$2,000,000 annual general aggregate Bodily Injury/Property Damage covering liability arising from premises, operations, personal injury and advertising injury, products and completed operations, and contractual liability.

Auto Liability - \$1,000,000 Bodily Injury/Property Damage Combined Single Limit including Owned, Hired, and Non-Owned Liability coverage.

Umbrella Liability - \$2,000,000 per occurrence and in the aggregate excess of Commercial General Liability, Auto Liability, and Employers' Liability.

Workers' Compensation & Employer's Liability - Workers' compensation shall be maintained at statutory minimums. Employer's Liability will be maintained in an amount not less than \$1,000,000 per accident/\$500,000 per disease/\$1,000,000 disease policy aggregate, including if applicable, U.S. Longshoreman & Harbor Workers coverage.

Professional Liability - \$2,000,000 per claim/\$2,000,000 annual aggregate for professional errors and omissions and including Contractors Pollution Liability coverage.

If required by contract with CLIENT, COLLINS shall name CLIENT as an additional insured on its Commercial General Liability policy.

If requested in writing by CLIENT, COLLINS shall deliver to CLIENT certificates of insurance evidencing such coverage. Such certificates shall be furnished before commencement of COLLINS' services.



CLIENT shall cause COLLINS and its subcontractors to be listed as additional insured's on any Commercial General Liability insurance carried by CLIENT that is applicable to the project.

CLIENT shall require the project owner to require the general contractor on the project to purchase and maintain Commercial General Liability, Automobile Liability, Workers' Compensation, and Employer's Liability insurance, with limits no less than set forth above, and to cause COLLINS and its subconsultants to be listed as additional insureds on that Commercial General Liability insurance. CLIENT shall require the project owner to include the substance of this paragraph in the prime construction contract.

## **ARTICLE 9 – HAZARDOUS ENVIRONMENTAL CONDITIONS**

### **Disclosure of the Existence of Hazardous Environmental Conditions**

CLIENT has disclosed to COLLINS all data known to CLIENT concerning known or suspected hazardous environmental conditions, including but not limited to the existence of all asbestos, PCBs, petroleum, hazardous waste, radioactive material, or other hazardous materials, as defined by Federal, State and local laws or regulations (collectively, "Hazardous Materials," if any, located at or near the project site, including its type, quantity, and location, or has represented to COLLINS that, to the best of CLIENT's knowledge, no hazardous environmental conditions exist at or near the project site.

The scope of COLLINS' services for this Agreement does not include any responsibility for detection, remediation, accidental release, or services relating to waste, oil, asbestos, lead, or other hazardous materials, as defined by Federal, State, and local laws or regulations.

## **ARTICLE 10 - ALLOCATION OF RISK**

### **Indemnification of CLIENT**

COLLINS agrees, to the fullest extent permitted by law, to indemnify and hold harmless the CLIENT, its officers, directors, and employees (collectively, CLIENT) against damages, liabilities, or costs, including reasonable attorney's fees and defense costs, to the extent caused by COLLINS' negligent acts or omissions under this Agreement and that of anyone for whom COLLINS is legally liable. In no event shall the indemnification obligation extend beyond the date when the institution of legal or equitable proceedings for professional negligence would be barred by any applicable statute of repose or statute of limitations.

### **Indemnification of COLLINS**

CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless COLLINS, its officers, directors, employees and subconsultants (collectively, COLLINS) against damages, liabilities, or costs, including reasonable attorney's fees and defense costs, to the extent caused by CLIENT's negligent acts or omissions in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the CLIENT is legally liable. It is the intent of CLIENT to indemnify COLLINS against whatever percentage of the above described losses are attributable to parties (including CLIENT) other than COLLINS.

## **ARTICLE 11 – AGREED REMEDY**

To the fullest extent permitted by law, the total liability, in aggregate of COLLINS and COLLINS' officers, directors, employees, agents, and consultants to CLIENT and anyone claiming by, through or under CLIENT, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to COLLINS' services, the Project or this Agreement, from any cause or causes whatsoever, including but not limited to strict negligence, strict liability, breach of contract or warranty, shall not exceed COLLINS' total fee received under this Agreement. The CLIENT agrees to bring any claims against COLLINS, not any individual owners, directors or employees of COLLINS. **If CLIENT is unwilling or unable to agree to this remedy, we will negotiate this provision and its associated impact on our approach, scope of work, schedule, and fee, with CLIENT. You must notify COLLINS in writing before we commence our work or your intention to negotiate this provision and its associated impact on our approach, scope of work, schedule, and price. Absent your prior written notification to the contrary, we will proceed on the basis that the agreed remedy stands as set forth above.**

### **Consequential Damages**

Neither CLIENT nor COLLINS shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of, or connected in any way to, the Project or this Agreement. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, loss of reputation, unrealized savings or diminution of property value and shall apply to any cause of action including negligence, strict liability, breach of contract and breach of warranty.

## **ARTICLE 12 – MISCELLANEOUS**

### **Termination**

This Agreement may be terminated without further obligation or liability by either party, with or without cause (for convenience), upon 30 days prior written notice to the other. COLLINS shall be entitled to compensation for all services performed prior to the termination of this Agreement. This Agreement may be terminated by the non-breaching party upon any breach of this Agreement that remains uncured after 10 days written notice to the breaching party by the non-breaching party. Upon payment of all amounts due COLLINS, CLIENT shall be entitled to copies of COLLINS' files and records pertaining to services performed prior to the termination of this Agreement.

### **Successors, Assigns, and Third Parties**

This Agreement shall be binding upon each party's assigns, successors, executors, administrators, and legal representatives.

Neither CLIENT nor COLLINS may assign or transfer any rights under or interest in this Agreement without the written consent of the other. No assignment shall release or discharge the assignor from any duty or responsibility under this Agreement, and such consent will not be unreasonably withheld.

Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the CLIENT or COLLINS. COLLINS' services hereunder are being performed solely for the benefit of the CLIENT, and no other entity shall have any claim against COLLINS because of this Agreement or COLLINS' performance of services hereunder.

**Governing Law**

The laws of the State of Wisconsin shall exclusively govern the validity, interpretation and performance of this Agreement.

Any applicable Statute of Limitation shall be deemed to commence running on the date which the claimant knew, or should have known, of the facts giving rise to their claims, but in no event later than the date of substantial completion of COLLINS' services under this Agreement. To the maximum extent permitted by law, as a condition precedent to commencing a judicial proceeding, a party shall give written notice of their claims, including all amounts claimed, and the factual basis for their claims, to the other party within one (1) year of when the claimant knew, or should have known, of the facts giving rise to their claims, but in no event later than one (1) year from the date of substantial completion of COLLINS' services under this Agreement.

**Invalid Terms**

In the event any of these Contract Provisions are found to be illegal or otherwise unenforceable, the unenforceable Contract Provision will be stricken. Striking such a Contract Provision shall have no effect on the enforceability of the remaining Contract Provisions and those remaining Contract Provisions shall continue in full force and effect as if the unenforceable Contract Provision were never included in the Agreement.

**Mediation**

The CLIENT and COLLINS agree to submit all claims and disputes arising out of this Agreement to non-binding mediation prior to the initiation of legal proceedings. This provision shall survive completion or termination of this Agreement; however, neither party shall seek mediation of any claim or dispute arising out of this Agreement beyond the period of time that would bar the initiation of legal proceedings to litigate such claim or dispute under the applicable law.

**Waiver**

A waiver of any of the terms and conditions or breaches of this Agreement shall not operate as a subsequent waiver.

**Headings**

The headings used in this agreement are for general ease of reference only. They have no meaning and are not part of this Agreement.

**Integration**

This Agreement, together with all exhibits hereto, are incorporated by reference into each other, and supersedes all prior written and oral discussions, representations, negotiations, and agreements on the subject matter of this Agreement and represent the parties' complete, entire, and final understanding of the subject matter of this Agreement.

**Survival**

Notwithstanding completion or termination of this Agreement for any reason, all representations, limitations of liability, and indemnification obligations contained in this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

END OF STANDARD GENERAL TERMS AND CONDITIONS

**EXHIBIT B**  
**COMPENSATION**

CLIENT agrees to compensate COLLINS as follows:

**LUMP SUM**

CLIENT shall pay COLLINS for Services set forth in EXHIBIT A, a Lump Sum amount of \$41,688.40.

The Lump Sum includes compensation for all COLLINS' services included in EXHIBIT A and incorporates COLLINS' labor, overhead, profit, Reimbursable Expenses and COLLINS' outside services, if any.

The portion of the Lump Sum amount billed for COLLINS' services will be based upon COLLINS' estimate of the proportion of the overall services actually completed during the billing period to the total Lump Sum.

## Department of Public Works – Engineering Division

### MEMO

**TO:** Municipal Services Committee

**FROM:** Danielle Block, Director of Public Works  
Pete Neuberger, City Engineer

**DATE:** January 3, 2024

**RE:** Amendment No. 1 the Three-Party Engineering Design Services Contract between the City of Appleton, Wisconsin DOT and Ayres Associates Inc. for the design of Lawe Street (College Avenue to Wisconsin Avenue) by an amount not to exceed \$33,451.95.

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The Department of Public Works has received notice from WisDOT to approve a Lawe Street design contract amendment for the inclusion of storm sewer design. The proposed contract amendment will provide for design integration of the corresponding infrastructure with the ongoing pavement design. The inclusion of the storm sewer design and construction was at the request of the City. These costs are eligible for both design and construction related cost share at 80% Federal/State and 20% Local, limited to the overall Federal/State funding cap of \$364,907 for design and \$2,454,193 for construction.

Therefore, DPW recommends approval to amend the design contract for Lawe Street Reconstruction with Ayres Associates by an amount not to exceed \$33,451.95, for a new not-to-exceed total contract amount of \$473,386.33.

**AMENDMENT NO. 1 TO THE CONTRACT**  
BETWEEN CITY OF APPLETON (MUNICIPALITY),  
THE WISCONSIN DEPARTMENT OF TRANSPORTATION  
AND AYRES ASSOCIATES INC (CONSULTANT) FOR

Project ID 4984-24-74  
C Appleton, Lawe Street  
College Avenue to Wisconsin Ave  
Local Street, Outagamie County

The contract made and entered into by and between the MUNICIPALITY, DEPARTMENT and CONSULTANT, dated June 20, 2023 is hereby amended as set forth on the following pages.

The primary reason(s) for this amendment:

As requested by the MUNICIPALITY, the CONSULTANT will complete all storm sewer design.

For topographic survey, environmental analysis and documentation, design reports, utility and agency coordination, preliminary and final roadway design and PS&E documents, actual costs to the CONSULTANT up to \$398,255.52 (**Increase of 31,359.59**), plus a fixed fee of \$26,086.82 (**Increase of \$2,092.36**), not to exceed \$424,342.34 (**Increase of \$33,451.95**).

For subsurface investigation subcontracted to ECS Midwest, LLC, the CONSULTANT'S actual cost to ECS Midwest, LLC not to exceed \$6,951.00 (**no change**).

For Archaeological and Historical investigations subcontracted to UWM Cultural Resource Management, the CONSULTANT'S actual cost to UWM Cultural Resource Management not to exceed \$32,912.99 (**no change**).

For title searches subcontracted to Dominion Title & Exchange Services, the CONSULTANT'S actual cost to Dominion Title & Exchange Services not to exceed \$9,180.00 (**no change**).

Compensation for all SERVICES provided by the CONSULTANT under the terms of the CONTRACT shall be for an amount not to exceed \$473,386.33 (**Increase of \$33,451.95**).

The DEPARTMENT REPRESENTATIVE is: Michael Cohen, PE; NE Region Project Manager; 944 Vanderperren Way, Green Bay, WI 54304; [Michael.Cohen@dot.wi.gov](mailto:Michael.Cohen@dot.wi.gov); (920) 360-1476.

The MUNICIPALITY REPRESENTATIVE is: Mark A Lahay, PE; Assistant City Engineer; 100 N Appleton Street, Appleton, WI 54911; [Mark.Lahay@Appleton.org](mailto:Mark.Lahay@Appleton.org); (920) 832-6486.

The CONSULTANT REPRESENTATIVE is: Troy Robillard, PE; Project Manager; 3376 Packerland Drive; Ashwaubenon, WI 54115; [RobillardT@AyresAssociates.com](mailto:RobillardT@AyresAssociates.com); (920) 498-1200.

In witness whereof, the parties hereto have caused this amendment to be executed and approved on the date signed by their authorized officers or representatives.

For the CONSULTANT

DocuSigned by:  
By: TROY ROBILLARD  
D31FB2948D93473...

Title: Project Manager \_\_\_\_\_

Date: 22 December 2023

For the DEPARTMENT

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

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

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

For the MUNICIPALITY

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

Title: Director of Public works

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

Project ID 4984-24-74, Amendment #1  
C Appleton, Lawe Street  
College Avenue to Wisconsin Avenue  
Local Street, Outagamie County

### **THREE PARTY DESIGN CONTRACT SPECIAL PROVISIONS**

The following are recommended special provisions for the design contract to be inserted behind the standard provisions.

#### **VI. SPECIAL PROVISIONS**

##### **SCOPE OF SERVICES**

##### **I. ROAD PLANS shall be amended with the following:**

- (1) The CONSULTANT will design storm sewer main, as well as storm sewer plans for storm sewer main, inlets/leads/laterals along the project corridor. The storm sewer main will be replaced as part of roadway construction.



**Certificate Of Completion**

Envelope Id: C3253B2281B447E7AE11DF54462E437E	Status: Sent
Subject: Complete with DocuSign: 49842474-1400045926-202401-CA1.pdf	
Source Envelope:	
Document Pages: 3	Signatures: 1
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Brenda Veeseer
Time Zone: (UTC-06:00) Central Time (US & Canada)	4822 Madison Yards Way
	Madison, WI 53705
	brenda.veeser@dot.wi.gov
	IP Address: 98.97.13.30

**Record Tracking**

Status: Original	Holder: Brenda Veeseer	Location: DocuSign
12/19/2023 8:57:43 AM	brenda.veeser@dot.wi.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Wisconsin Department of Transportation	Location: DocuSign

**Signer Events**

TROY ROBILLARD  
 robillardt@ayresassociates.com  
 Transportation Manager  
 Security Level: Email, Account Authentication (None)

**Signature**

DocuSigned by:  
  
 D31FB2948D93473...  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 184.105.30.18

**Timestamp**

Sent: 12/19/2023 9:00:57 AM  
 Viewed: 12/22/2023 8:16:43 AM  
 Signed: 12/22/2023 8:16:54 AM

**Electronic Record and Signature Disclosure:**

Accepted: 4/9/2020 8:11:26 PM  
 ID: b00d544f-cbaa-485e-bd66-e5ba57259e13

Danielle Block  
 danielle.block@appleton.org  
 Director of Public Works  
 Security Level: Email, Account Authentication (None)

Sent: 12/22/2023 8:16:55 AM  
 Viewed: 1/2/2024 11:59:14 AM

**Electronic Record and Signature Disclosure:**

Accepted: 1/2/2024 11:59:14 AM  
 ID: 2cc0f39a-98fe-4646-a12b-371d689e922d

Andy Fulcer  
 Andrew.fulcer@dot.wi.gov  
 Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp

<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
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Envelope Sent	Hashed/Encrypted	12/19/2023 9:00:57 AM
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<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
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<b>Electronic Record and Signature Disclosure</b>
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## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Wisconsin Department of Transportation (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

**How to contact Wisconsin Department of Transportation:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: david.esse@dot.wi.gov

**To advise Wisconsin Department of Transportation of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at david.esse@dot.wi.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

**To request paper copies from Wisconsin Department of Transportation**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to david.esse@dot.wi.gov and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with Wisconsin Department of Transportation**

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to david.esse@dot.wi.gov and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"> <li>•Allow per session cookies</li> <li>•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection</li> </ul>

\*\* These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

**Acknowledging your access and consent to receive materials electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Wisconsin Department of Transportation as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Wisconsin Department of Transportation during the course of my relationship with you.



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

**DEPARTMENT OF PUBLIC WORKS**

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

**MEMO**

**TO:** Municipal Services Committee

**FROM:** Pete Neuberger, Deputy Director of Public Works

**SUBJECT:** Award Single-Source Design and Construction-Related Services Contract with Desman Design Management for 2024 Repair and Maintenance Program for the Red, Yellow, and Green Parking Ramps in an Amount Not to Exceed \$68,200.

**DATE:** January 2, 2024

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

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

Per single-source contract authorizations provided at the April 10, 2023, Municipal Services Committee and April 19, 2023, Common Council meetings, DPW contracted with Desman to complete plans and specifications for 2023 repairs in City parking ramps. Throughout 2023, Desman provided these services to the satisfaction of DPW staff.

The 2024 Parking Utility budget includes \$70,000 for ramp structural repairs consulting services. Based on the 2022 Desman structural condition analysis and subsequent observations and discussions with DPW and Desman staff, DPW solicited a single-source proposal from Desman to provide consulting services for an estimated \$1.2M of 2024 ramp structural repairs and preventive maintenance work.

Desman has provided DPW a proposal for design and construction-related services for 2024 structural repair and maintenance activities in the Red, Yellow, and Green Parking Ramps. Desman's proposed fee for these services is \$68,200.

Desman Ramp Repairs

January 2, 2024

-Page 2-

Therefore, DPW is requesting authorization to award the single-source design and construction-related services contract with Desman Design Management for 2024 Repair and Maintenance Program for the Red, Yellow, and Green Parking Ramps in an amount not to exceed \$68,200.



LEGAL SERVICES DEPARTMENT

Office of the City Clerk

Kami Lynch, Clerk

100 North Appleton Street

Appleton, WI 54911

Phone: 920/832-6443

Fax: 920/832-5823

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November 28<sup>th</sup>, 2023

\*CERTIFIED MAIL\*

Andrew L. DeRuyter  
2301 E Peter St. Apt #2  
Appleton, WI 54915

This letter is to notify you that we are in receipt of your application for an Operator's License. Upon review of your application, the Police Department has recommended that your application for an Operator's License be denied due to your history of civil and/or criminal convictions.

You have the right to appear before the Safety and Licensing Committee to contest this recommendation. To do so, **please contact the City Clerk's Office within 30 days** of receipt of this letter in order to be placed on the Agenda of the Safety and Licensing Committee. Failure to contact the City Clerk's Office within 30 days will result in your license being denied.

Regular meetings of the Safety and Licensing Committee take place on the second and fourth Wednesday of each month at 5:30 p.m. in the Council Chambers, 6<sup>th</sup> floor of City Hall, 100 N Appleton St., Appleton, Wisconsin.

Again, should you choose not to appeal this recommendation, your application will be considered denied and an Operator's License will not be issued.

If you have specific questions relating to this matter, please contact Lt. Ben Goodin APD, at 920-832-5500.

Sincerely,

Kami Lynch  
City Clerk





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

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TO: Safety and Licensing Committee  
Common Council

FROM: Lt. Ben Goodin

DATE: 11/17/23

RE: Police Department’s Recommendation for Denial of Andrew DeRuyter’s Bartender License Application

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Committee Members:

The police department is requesting that the Safety and Licensing Committee recommend to the Common Council to deny Andrew DeRuyter’s application for a Bartender license.

Wis. Stat §125.04(5)(a)1., does not allow issuance of licenses or permits to those with an arrest or conviction record unless denial would constitute prohibited employment discrimination. Pursuant to Wis. Stat. §111.335, it is not employment discrimination for a licensing agency to deny an applicant based on conviction record where the circumstances of the conviction substantially relate to the circumstances of the particular licensed activity.

**STATEMENT ON SUBSTANTIAL RELATIONSHIP**

Mr. DeRuyter was convicted of Child Abuse – Recklessly Cause Harm in Outagamie County case # 2015CF000205; Strangulation and Suffocation and Battery in Outagamie County case # 2014CF000388; and 4<sup>th</sup> Degree Sexual Assault in Outagamie County case #2005CF000877. The offenses listed above are violations of Chapter 940 of the Wisconsin Statutes.

The above convictions are for exempt offenses under Wis. Stat. §111.335(1m)(b). Under Wis. Stat. §111.335(4)(c)2., there is no requirement for the licensing agency to state its reasons for denial in writing or to allow the individual an opportunity to show rehabilitation and fitness to engage in the licensed activity.

Mr. DeRuyter does not meet the requirement of Wis. Stat §125.04(5)(a)1. A license or permit related to alcohol beverages consequently may not be issued.

Very Respectfully:

Lt. Ben Goodin  
Appleton Police Department

# License Application for Operator's/Bartender's License

CASH OR CHECK ONLY!

Mail: City Clerk, 100 N Appleton St, Appleton WI 54911



~~NEW APP~~  
New Applicant  
 ~~Renewal License~~  
#: \_\_\_\_\_

**FEES ARE NON-REFUNDABLE**

Operator License - \$67.00  
 Operator License plus a provisional - \$82.00

Date Received: NOV 09 2023  
Receipt #: 5824-03

Note: Please allow approximately 3 weeks for application processing.

## SECTION 1 - APPLICANT INFORMATION

Legal Name (First name, MI, Last name) Andrew Lee DeRuyter Maiden or Previous \_\_\_\_\_

Street Address 2301 E Peter st Apt #2 City Appleton State WI Zip 54915

Driver's License Number/State License Number \_\_\_\_\_ State License Issued In: Wisconsin

Date of Birth: \_\_\_\_\_ Gender: M Phone #: \_\_\_\_\_ Email Address: \_\_\_\_\_

Name and Address of Establishment you will be selling alcohol:  
Stuc's PIZZA 110 N. Douglas st Appleton, WI 54914

## SECTION 2 - NEW APPLICANT ONLY: You are required to list each and every violation and/or offense for which you have been convicted in or out of state. Failure to provide complete answers may result in a denial of your application.

Have you EVER had an Operator's (Bartender's) License?  YES  NO  
If Yes; which Municipality and what year? Appleton, Grand Chute 2006 ish

Have you EVER been convicted of a felony?  YES  NO  
If Yes; when, where and what type of violation? (Please be specific) Strangulation + Suffocation, child abuse  
Recklessly harm Appleton, WI 2014 + 2015

Have you EVER been convicted of a misdemeanor or ordinance violation?  YES  NO  
If Yes; when, where and what type of violation? (Example: speeding, OWI) Battery, 4th degree sexual  
Assault Appleton, WI 2006, 2014

## SECTION 3 - RENEWAL APPLICANT ONLY: List any pending charges, citations, tickets, and all convictions since last license application in or out of state. Failure to provide complete answers may result in a denial of your application.

Have you EVER had an Operator's (Bartender's) License?  YES  NO  
If Yes; where? Appleton, WI Pancheros Mexican Grill 2005 ish

Have you been convicted of a felony since last license application?  YES  NO  
If Yes; when, where and what type of violation? (Please be specific) Appleton, WI 2014 + 2015  
Strangulation + Suffocation, Battery, Child Abuse - Recklessly harm

Have you been convicted of a misdemeanor or ordinance violation since last license application?  YES  NO  
If Yes; when, where and what type of violation? (Example: speeding, OWI) 2013 Appleton, WI Possession of THC + Drugs  
Paraphernalia

## SECTION 4 - NEW APPLICANT ONLY

Must provide proof of completion of a Responsible Beverage Server Course.

## SECTION 5 - PENALTY NOTICE

Under penalty of law, I swear that the information provided in this application is true and correct to the best of my knowledge and belief.  
Signature: Andrew Lee DeRuyter

**FOR OFFICE USE ONLY**

Current License in Other Municipality? \_\_\_\_\_ Class Completion Date: \_\_\_\_\_ Date Sent to Appleton Police Department: NOV 09 2023

Date Approved: \_\_\_\_\_ Issue Date: \_\_\_\_\_ Expiration Date: \_\_\_\_\_ License Number: \_\_\_\_\_

# 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:** 01/10/2024

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

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

**NAME OF GRANT/FUNDING SOURCE:** Firehouse Subs Foundation

**AMOUNT OF GRANT REQUEST:** \$25,500 **LOCAL MATCH REQUIREMENT:** \$ 0.00

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

**TIMEFRAME OF GRANT:** 01/11/2024 through 04/11/2024

**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 McGrath Video Laryngoscopes. Performing an intubation of a patient's airway with a video laryngoscope has an improved first-time success rate by 15%. The tool provides a better view of the patient's oral anatomy, making it easier to navigate anatomical variations like limited mouth openings, neck mobility, or situations where there is poor visibility. A video laryngoscope reduces the need to manipulate to the head or neck during the procedure. This is especially important when a traumatic injury is suspected. Research has shown that video laryngoscopy can help prevent clinician exposure to droplet-borne pathogens and further improve responder safety. Overall, this equipment will reduce the time to perform the lifesaving procedure, lessen the hemodynamic responses to the intubation, and reduce the responder's exposure while performing the skill.

**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 # 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:** \_\_\_\_\_

PART	TO:	DATE:	TO:	DATE:	TO:	DATE:
#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

**Secondhand Article**

Company	Address	Agent
Fox Valley Jewellers	636 W College Ave	Khristopher Fischer
The Statement Piece	745 W College Ave	Lena Gustman

**Secondhand Jewellery**

Fox Valley Jewellers	636 W College Ave	Khristopher Fischer
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## REPORT TO CITY PLAN COMMISSION

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

**Common Council Public Hearing Meeting Date:** January 17, 2024

**Items:** Rezoning #9-23 – 605 E. Wisconsin Avenue

**Case Manager:** Jessica Titel, Principal Planner

### GENERAL INFORMATION

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**Applicant:** Tom Klister, Fore Investment Group

**Owner:** Stephen Zei

**Lot/Parcel:** 605 E. Wisconsin Avenue & 1212 N. Union Street (Tax Id #31-1-0017-00, #31-1-0024-00 and #31-1-0025-00)

**Petitioner's Request:** The applicant is requesting to rezone the subject parcels from C-2 General Commercial District to C-1 Neighborhood Mixed Use District. The request is being made to accommodate potential redevelopment of the site for multi-family housing.

### BACKGROUND

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The subject site has been historically used for automobile sales and service. The subject area contains three parcels.

On February 21, 2001, the Common Council granted Special Use Permi #1-01 to Prestige Auto to expand and conform the automobile sales and display lot.

### STAFF ANALYSIS

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**Existing Site Conditions:** The subject site is currently operating as a trailer sales business. There is existing single-family home on one of the subject parcels (1212 N. Union Street, Parcel #31-1-0024-00). The subject area is approximately 27,977 square feet in size. The property has frontage along East Wisconsin Avenue (WI State HWY 96), North Union Street, and North Lawe Street. The City's Arterial/Collector Plan classifies East Wisconsin Avenue as an Arterial Street and North Union Street and North Lawe Street as a Local Street.

**Nonconforming Use:** The existing single-family home at 1212 N. Union Street is currently a legal nonconforming use. The proposed rezoning will not increase the degree of nonconformity; therefore, the legal, nonconforming use may be allowed to continue at this location pursuant to the applicable current requirements and subsequent amendments to Chapter 23 Zoning Ordinance. At the time of redevelopment, the applicant has expressed plans to remove the existing single-family residence, which will remove the legal, nonconforming use.

**Surrounding Zoning Classification and Land Uses:**

North: C-2 General Commercial District. The adjacent land use to the north is currently commercial (financial institution).

South: R-1B Single-Family Residential and R-1C Single-Family Residential. The adjacent land uses to the south are currently residential.

East: C-2 General Commercial District. The adjacent land use to the east is currently commercial (fast food restaurant).

West: C-2 General Commercial District. The adjacent land use to the west is currently multi-tenant commercial.

**Comprehensive Plan 2010-2030 Goals and Objectives:** The City of Appleton 2010-2030 Comprehensive Plan Map identifies the subject area as future Mixed Use. The proposed rezoning is consistent with the following goals and objectives of the *Comprehensive Plan 2010-2030*.

*Goal 1 – Community Growth*

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

*Goal 3 – Housing Quality, Variety, and Affordability*

*Appleton will provide a variety of rental and ownership housing choices in a range of prices affordable to community residents, and ensure that existing housing is adequately maintained in terms of physical quality and market viability.*

*OBJECTIVE 5.1: Continue efforts to ensure an adequate supply of housing affordable to all income levels in the community.*

*OBJECTIVE 5.3 Housing and Neighborhoods:*

*Provide a range of housing options that meet the needs and appeal to all segments of the community and allows residents to age in place.*

*Policy 5.3.2 Identify preferred locations and encourage urban infill and redevelopment to meet the needs of retirees and Generation X and Millennial buyers or renters, such as redevelopment sites on the north side of downtown.*

*Chapter 10: Mixed Use Land Use Designation description*

*The mixed use district along Wisconsin Avenue, originally shown from Richmond Street to Meade Street, was extended to the western border of the City. This district is approximately one block deep on either side of the street. The Wisconsin Avenue Corridor Plan (Chapter 15 of the Comprehensive Plan) provides greater detail on the vision for this area. The City seeks to provide flexibility to respond to market conditions that may make it difficult to economically utilize or redevelop portions of this area for purely commercial uses. The mixed use designation will permit commercial and/or multifamily development to occur. Extending the designation to a full block deep will aid in carrying out the property assembly necessary to overcome limitations imposed by the relatively small parcel sizes found in the corridor.*

*OBJECTIVE 10.5 Land Use:*

*Support the continued redevelopment and revitalization of land uses adjacent to Appleton's key transportation corridors and downtown.*

*OBJECTIVE 10.2 Land Use:*

*Encourage redevelopment to meet the demand for a significant share of future growth, and to enhance the quality of existing neighborhoods.*

*Chapter 15 - Wisconsin Avenue Corridor Plan – General Plan Primary Objective 3:*

*Encourage private renovation and redevelopment that addresses existing limitations of platting and land assembly, site planning issues such as parking and access, and aesthetics.*

**Proposed Zoning Classification:** The purpose of the C-1 Neighborhood Mixed Use District is to provide for mixed use areas, including a range of commercial and denser residential uses. Development is intended to be pedestrian-oriented, with businesses and services that are part of the fabric of the neighborhood and allow residents to meet daily needs on foot, bicycle, and public transit. Development standards provide added flexibility to encourage redevelopment along commercial corridors, without being detrimental to established residential neighborhoods. Per Section 23-112(h) of the Municipal Code, the development standards for the C-1 District are listed below:

- 1) **Minimum lot area:** 6,000 square feet.
- 2) **Maximum lot coverage:** 90%.
- 3) **Minimum lot width:** 40 feet.
- 4) **Minimum front yard:** None.
- 5) **Minimum rear yard:** 20 feet.
- 6) **Minimum side yard:**
  - a. None.
  - b. 10 feet if abutting a residentially zoned district.
- 7) **Maximum building height:** 60 feet.

**Zoning Ordinance Review Criteria:** A rezoning is often triggered by development proposals or changing circumstances in the City. In this case, the request is being made to allow for potential multi-family residential redevelopment. If the rezoning request is approved, any future development would need to conform to the C-1 Neighborhood Mixed Use District zoning regulations listed above and other applicable sections of the Zoning Ordinance. Ultimately, Site Plan review and approval would be required, pursuant to Section 23-570 of the Municipal Code, prior to the issuance of a building permit by the Inspections Division.

Per Section 23-112(i) of the Municipal Code, the C-1 District shall be utilized in areas identified with a future Mixed Use designation on the Comprehensive Plan Future Land Use Map. The parcels along the Wisconsin Avenue Corridor, and adjacent to this property on the north, east and west sides, are also shown as Mixed Use designation on the Future Land Use Map.

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

- a. Prior to making a recommendation on a proposed rezoning, the Plan Commission shall make a finding to determine if the following conditions exist. No rezoning of land shall be approved prior to finding at least one of the following:
  1. The request for a zone change is in conformance with the Comprehensive Plan for the City of Appleton. *The rezoning request is in conformance with the future Mixed Use designation identified in the Comprehensive Plan 2010-2030.*
  2. A study submitted by the applicant that indicates that there has been an increase in the demand for land in the requested zoning district, and as a result, the supply of land within the City mapped as such on the Official Zoning Map is inadequate to meet the demands for such development.
  3. Proposed amendments cannot be accommodated by sites already zoned in the City due to lack of transportation, utilities or other development constraints, or the market to be served by the proposed use cannot be effectively served by the location of the existing zoning district(s).
  4. There is an error in the code text or zoning map as enacted.
- b. In addition to the findings required to be made by subsection (a), findings shall be made by the Plan Commission on each of the following matters based on the evidence presented:
  1. The adequacy of public facilities such as transportation, utilities and other required public services to serve the proposed site. *The subject area is served by existing infrastructure, and the transportation network should be able to accommodate the proposed rezoning.*
  2. The effect of the proposed rezoning on surrounding uses. *Commercial zoning already exists on the subject parcel. A mix of commercial and residential uses surround the subject site. C-1 District development standards, such as setbacks, and perimeter parking lot landscape buffers would be reviewed in accordance with Zoning Ordinance requirements at the time of Site Plan review. Therefore, the proposed rezoning request is unlikely to create adverse impacts in the surrounding neighborhood.*

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

**Technical Review Group (TRG) Report:** These items were discussed at the November 21, 2023 Technical Review Group meeting. No negative comments were received from participating departments.

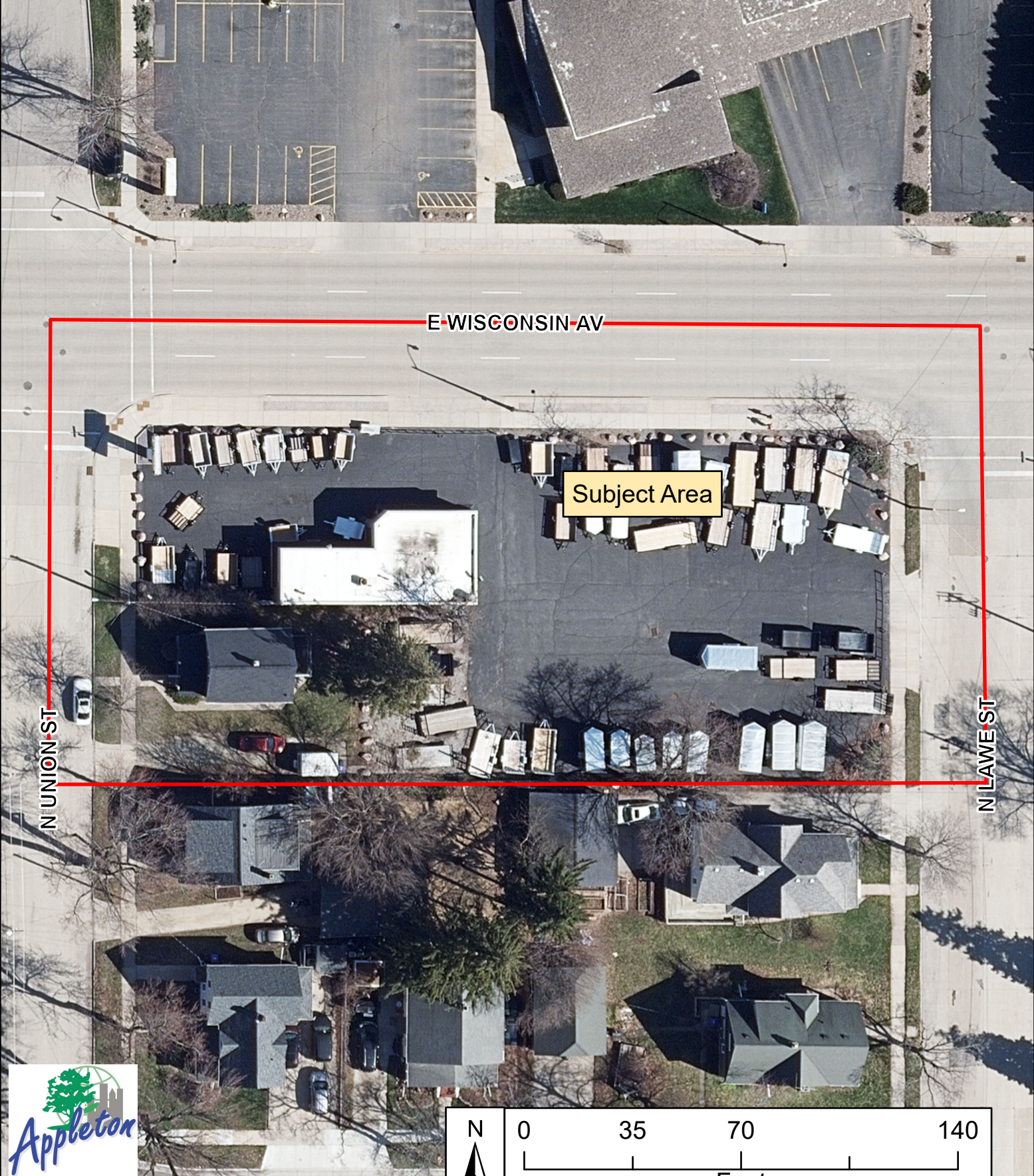
## **RECOMMENDATION**

Staff recommends, based upon the standards for zoning map amendments as required by Section 23-65(d)(3) of the Zoning Ordinance, that Rezoning Application #9-23 to rezone the subject parcels located at 605 E. Wisconsin Avenue & 1212 N. Union Street (Tax Id #31-1-0017-00, #31-1-0024-00 and #31-1-0025-00) from C-2 General Commercial District to C-1 Neighborhood Mixed Use District, including to the centerline of the adjacent right-of-way and as shown on the attached map, **BE APPROVED**.





Rezoning  
C-2 General Commercial District to C-1 Neighborhood Mixed Use District  
Aerial Map



Subject Area

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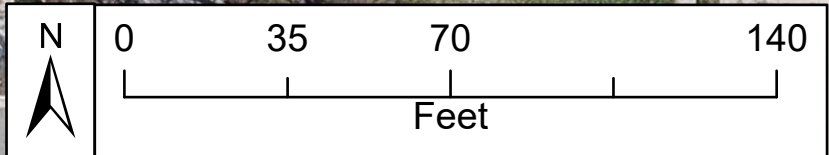
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City Plan Commission  
12-13-2023





*"...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: Finance Committee

FROM: Dean R. Gazza

DATE: 1/08/2024

RE: Action: Award the City of Appleton's "Library Signage Package" contract to Seating Concepts Inc., in the amount of \$185,994.61 with a contingency of \$10,000 for a project total not to exceed \$195,994.61.

The Appleton Public Library Capital Improvement Plan includes funding to pay for interior, exterior and specialty signage for the Appleton Public Library Construction project. The signage package was publicly bid and only received one bidder. The amount was well within our anticipated target of \$250,000 and the contractor has a successful history and experience in providing quality signage.

We recommend providing a contract to Seating Concepts, Inc. to perform this work.

Please contact me at 832-5572 or at [dean.gazza@appleton.org](mailto:dean.gazza@appleton.org) with any questions.



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

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Email - [dean.gazza@appleton.org](mailto:dean.gazza@appleton.org)

TO: Finance Committee

FROM: Dean R. Gazza, Director, Parks Recreation and Facilities Management

DATE: 1/8/2024

RE: Action Item: Award the Engineering Contract for the 2023 AWWTP L-Building HVAC Replacement Project to McMahon in the amount of \$156,898 plus a 5% contingency for a total not to exceed project engineering cost of \$164,743.

**PROJECT**

The 2024 Capital Improvement Budget has allocated \$2,490,000 to complete HVAC upgrades at the AWWTP L-Building. Within the project budget, \$175,000 has been allocated for engineering work that is needed to complete the project.

**BACKGROUND**

Appleton Wastewater Treatment Plant Building L was constructed in 1976 with a ventilation system consisting of six air handling units with hot water heat, providing 100% outside air. The two main units serving the Sludge Thickening Room provide a total airflow of 28,800 cubic feet per minute (CFM), and the Chemical rooms on the first floor are served by four other units with a total airflow of 11,000 CFM. The selected consultant will design a project for the replacement of four of the six units, serving approximately 9,500sf. With these replacements the City of Appleton has budgeted for the installation of an air-to-air heat recovery system serving the Sludge Thickening Room, enclosure of the process tanks with localized exhaust, and passive intake louvers for summer ventilation.

**RFP PROCESS:**

The request for proposal was distributed to three engineering firms. Representatives from two of the three firms attended a pre-proposal meeting where the project was defined along with the project scope. One of the firms, MSA, opted not to provide a proposal based on the specifics of this project. The proposals were reviewed and scored by PRFMD and AWWTP staff prior to the opening of the bid tabulation document. The following table identifies the engineering firms along with their proposal score and proposal pricing:

**Table 1: Engineering Firms and RFQ Results**

<b>Firm:</b>	<b>TOTAL PTS</b>	<b>BID TOTAL</b>	<b>Value (Point/\$)</b>
McMahon	<b>695</b>	<b>\$156,898</b>	<b>44</b>
Donohue	505	\$159,979	32
MSA - DNP	NA	NA	NA

\*DNP = Did Not Propose

\*NA – Not Applicable

The evaluation team completed their review and scoring of the submitted proposals. The evaluation team found that McMahon had scored the highest and provided a proposal that best meets the City’s needs. The team also found that the Donohue firm had provided a competitive proposal. The evaluation team completed the value evaluation to assess whether or not the additional costs for the Donohue proposal were worth justifying. The formula produced results that McMahon provided the best overall project value including costs.

The McMahon team has extensive experience with similar AWWTP projects. Their proposal demonstrated a comprehensive approach that delivered construction and improvement alternatives that will best fit the City’s needs.

**RECOMMENDATION**

Award the Engineering Contract for the 2023 AWWTP L-Building HVAC Replacement Project to McMahon in the amount of \$156,898 plus a 5% contingency for a total not to exceed a project engineering cost of \$164,743.

Please contact me at 832-5572 or at [dean.gazza@appleton.org](mailto:dean.gazza@appleton.org) with any questions.



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

**PARKS, RECREATION & FACILITIES  
MANAGEMENT**

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Email - [dean.gazza@appleton.org](mailto:dean.gazza@appleton.org)

TO: Finance Committee

FROM: Dean R. Gazza

DATE: 1/8/2024

RE: Action: Award the "2023 AWWTP B-Building HVAC Upgrades Project" contract to Rohde Brothers, Inc. in the amount of \$720,840 with a contingency of 9% for a project total not to exceed \$785,716.

Action: Approve budget transfer of \$54,000 from the "AWWTP Electrical Distribution Project" to "AWWTP HVAC Upgrades Project."

The AWWTP HAVC Capital Improvement budget has a balance of \$756,260 to upgrade the HVAC system at the B-Building. Of that amount \$24,260 has been utilized for design leaving a balance of \$732,000 for construction. The project includes replacing three make-up air units and controls that service the B-Building. The current HVAC units are at the end of their useful life and are in need of replacement.

The bids received were as follows:

<b>Rohde Brothers, Inc. (Low Bid)</b>	<b>\$720,840</b>
Great Lakes Mechanical, Inc.	\$921,175
August Winter and Sons, Inc.	\$1,018,044

We are requesting a \$54,000 budget transfer from the AWWTP Electrical Distribution Project. The AWWTP Electrical Distribution Project is currently underbudget and is expected to be completed in the next month without any issues.

Our consulting engineer has written the City of Appleton a formal letter of recommendation to award the contract to Rohde Brothers, Inc. The Parks, Recreation, and Facilities Management Department has also reviewed the bids and is in agreement with the engineer's recommendation. Therefore, we recommend awarding the contract to Rohde Brothers, Inc. in the amount of \$720,840 plus a contingency of 9% only to be utilized as needed.

Please contact me at 832-5572 or at [dean.gazza@appleton.org](mailto:dean.gazza@appleton.org) with any questions.



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Email - [dean.gazza@appleton.org](mailto:dean.gazza@appleton.org)

TO: Finance Committee

FROM: Dean R. Gazza, Director, Parks Recreation and Facilities Management

DATE: 1/8/2024

RE: Action Item: Award the Engineering Contract for the AWWTP MCC Replacement Project Phase 1 to Donohue and Associates in the amount of \$159,420 for data collection and bidding documents along with \$124,719 for bidding and construction oversight services upon approval of funding in the 2025 budget as this is a multiyear project, for a total contract amount of \$284,139.

Action: Approve budget transfer of \$60,000 from the “AWWTP Electrical Distribution Project” to “2023 AWWTP MCC Replacement Project.”

**PROJECT**

The 2023 Capital Improvement Budget allocated \$100,000 to complete engineering services needed for the first phase of a five-phase project to replace all of the electrical Motor Control Center’s (MCC’s) at the Appleton Wastewater Treatment Plant (AWWTP) complex over the next 15 years.

**BACKGROUND**

Appleton Wastewater Treatment Plant Building has numerous MCCs throughout the plant. Since the original construction of the AWWTP, there have been several additions to the plant including large upgrades in the 1970s and 1990s. The majority of the MCCs at the AWWTP were installed as part of these upgrades and have reached, or are nearing, the end of their useful service life. In 2022 Donohue and Associates completed a conditions assessment report for all the MCC’s at AWWTP. The report laid out a replacement plan that includes five phases of replacement. The City will proceed with replacement of MCCs identified in the Phase 1 replacement recommendation detailed in the June 2022 Condition Assessment report.

**RFP PROCESS:**

The request for proposal was distributed to four engineering firms. Representatives from three of the four firms attended a pre-proposal meeting where the project was defined along with the project scope. One of the firms, Steinmetz Engineering, opted not to provide a proposal based on the specifics of this project. The proposals were reviewed and scored by PRFMD and AWWTP prior to the opening of the bid tabulation document. The following table identifies the engineering firms along with their proposal score and proposal pricing:

**Table 1: Engineering Firms and RFQ Results**

<b>Firm:</b>	<b>TOTAL PTS</b>	<b>BID TOTAL</b>	<b>Value (Point/\$)</b>
Donohue	<b>1245</b>	<b>\$284,139</b>	<b>44</b>
McMahon	1245	\$310,988	40
Terra	510	481,185	11
Steinmetz - DNP	NA	NA	NA

\*DNP = Did Not Propose

\*NA – Not Applicable

The evaluation team completed their review and scoring of the submitted proposals. The evaluation team found that Donohue had scored the highest (tie) and provided a proposal that best meets the City’s needs. The team also found that the McMahon firm had provided a competitive proposal. The evaluation team completed the value evaluation to assess whether or not the additional costs for the McMahon proposal were worth justifying. The formula produced results that Donohue provided the best overall project value including costs.

The Donohue team has extensive experience with similar AWWTP projects. Their proposal demonstrated a comprehensive approach that delivered construction and improvement alternatives that will best fit the City’s needs.

**BUDGET TRANSFER**

We are requesting a \$60,000 budget transfer from the AWWTP Electrical Distribution Project. The AWWTP Electrical Distribution Project is currently underbudget and is expected to be completed in the next month without any issues.

**RECOMMENDATION**

Award the Engineering Contract for the AWWTP MCC Replacement Project Phase 1 to Donohue and Associates in the amount of \$159,420 for data collection and bidding documents along with approval to issue a contract amendment of \$124,719 for bidding and construction oversight services upon approval of future funding during the next budget cycle as this is a multiyear project.

Please contact me at 832-5572 or at [dean.gazza@appleton.org](mailto:dean.gazza@appleton.org) with any questions.



# 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 erect a traffic signal pole and add a curb ramp at or near the city of Appleton, Wisconsin.
3. That said work will be done 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 a Highway Easement, including a Temporary Limited Easement, for this project are contained in Exhibit "B" under the heading "Legal Description for Easements", which are also incorporated herein.

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

I hereby certify that on this \_\_\_\_\_ day of \_\_\_\_\_, 2024, 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 \_\_\_\_\_, 2024.

\_\_\_\_\_  
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: A23-1234

Record and return to:  
City of Appleton | City Attorney's Office  
100 North Appleton Street  
Appleton, WI 54911-4799

Tax Key No. 31-5-9538-14

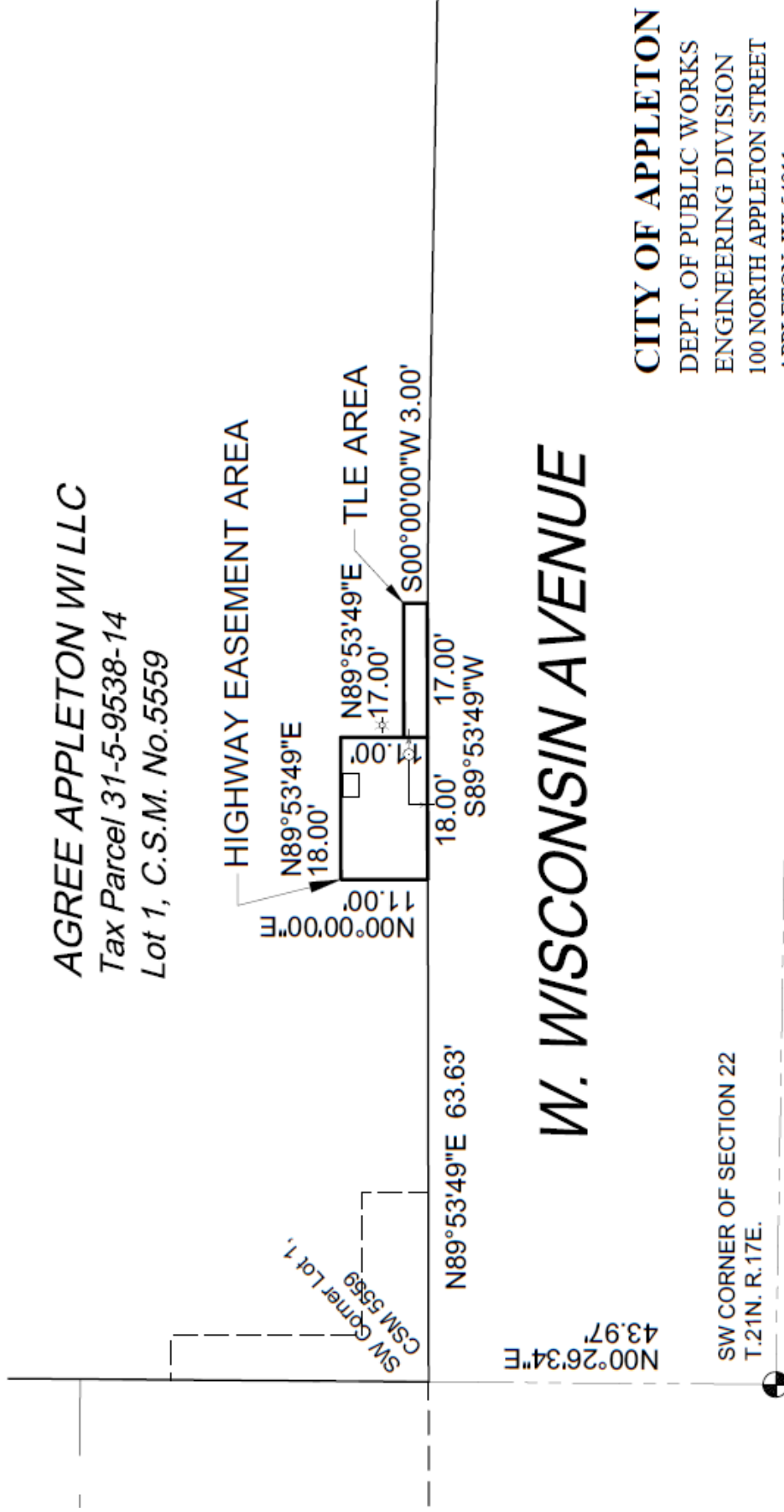
# EXHIBIT "A"

Part of Lot One (1), CERTIFIED SURVEY MAP NO. 5559, located in the Southwest ¼ of the Southwest ¼ of Section Twenty-Two (22), Township Twenty-One (21) North, Range Seventeen (17) East, City of Appleton, Outagamie County, Wisconsin.

## AGREE APPLETON WI LLC

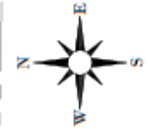
Tax Parcel 31-5-9538-14

Lot 1, C.S.M. No. 5559



## W. WISCONSIN AVENUE

**CITY OF APPLETON**  
DEPT. OF PUBLIC WORKS  
ENGINEERING DIVISION  
100 NORTH APPLETON STREET  
APPLETON, WI 54911  
920-832-6474  
DRAFTED BY: T. KROMM  
Acad/Easements/Highway/2023/Motomart 2023



# EXHIBIT B

## Legal Description for Easements (Highway Easement | Temporary Limited Easement)

AGREE APPLETON WI, LLC  
|

**PARCEL: 31-5-3538-14**

**The servient property is legally described as:** Lot 1 of Certified Survey Map No.5559, being located in the Southwest 1/4 of the Southwest 1/4 of Section 22, T.21N., R.17E., City of Appleton, Outagamie County, Wisconsin.

**The easement is legally described as:** Part of Lot 1 of Certified Survey Map No.5559, being located in the Southwest 1/4 of the Southwest 1/4 of Section 22, T.21N, R.17E., City of Appleton, Outagamie County, Wisconsin, containing 198 square feet of land and being all those lands of the owner within the following described traverse:

Commencing at the Southwest corner of Lot 1 of Certified Survey Map No. 5559;  
Thence North 89°53'49" East 63.63 feet along the South line of said Lot 1 and being coincident with the North right of way line of W. Wisconsin Avenue to the point of beginning;  
Thence North 00°00'00" East 11.00 feet;  
Thence North 89°53'49" East 18.00 feet;  
Thence South 00°00'00" West 11.00 feet;  
Thence South 89°53'49" West 18.00 feet coincident with the North right of way line of W. Wisconsin Avenue to the point of beginning.

And

**A Temporary Limited Easement** to facilitate the removal and replacement of sidewalk and being described as: Part of Lot 1 of Certified Survey Map No.5559, being located in the Southwest 1/4 of the Southwest 1/4 of Section 22, T.21N, R.17E., City of Appleton, Outagamie County, Wisconsin, containing 51 square feet of land and being all those lands of the owner within the following described traverse:

Commencing at the Southwest corner of Lot 1 of Certified Survey Map No. 5559;  
Thence North 89°53'49" East 81.63 feet along the South line of said Lot 1 and being coincident with the North right of way line of W. Wisconsin Avenue to the point of beginning;  
Thence North 00°00'00" East 3.00 feet;  
Thence North 89°53'49" East 17.00 feet;  
Thence South 00°00'00" West 3.00 feet;  
Thence South 89°53'49" West 17.00 feet coincident with the North right of way line of W. Wisconsin Avenue to the point of beginning. **This Temporary Limited Easement shall expire 12/31/2026.**

**City of Appleton 2023 Write-Off List**

The following accounts will be posted on the City's website and published in The Post Crescent unless they filed for bankruptcy or are confirmed deceased  
Addresses shown are the last known location of the individual or business.

Type	Invoice Date	Inv or Parcel Number	Name	Address	Amount Due	Description
A/R	2/1/2021	6175	CHARLOTTE BISCHEL	119 OLD COURSE DR, NEWPORT BEACH CA 92660	5.00	OBITUARY REQUEST
A/R	2/1/2021	6177	JUANITA CARLSON	912 HOLIDAY DR, LAWRENCE, KS 66049	5.00	OBITUARY REQUEST
A/R	2/1/2021	6178	HOLLY KEYSER	4007 GARRET ST, DE PERE, WI 54115	5.00	OBITUARY REQUEST
A/R	2/1/2021	6179	BETH AFFELDT	W5883 HEARTHSTONE DR, APPLETON, WI 54915	5.00	OBITUARY REQUEST
A/R	2/1/2021	6186	STACY SIIRILA JOHNSON	3090 N 1150 E, OGDEN, UT 84414	5.00	OBITUARY REQUEST
A/R	2/18/2021	6225	CATHERINE DIETZLER	660 N 76TH ST, WAUWATOSA, WI 53213	5.00	OBITUARY REQUEST
A/R	2/18/2021	6226	CHRISTINA FERLINDES	824 ELISE CT, WAUKESHA, WI 53189	5.00	OBITUARY REQUEST
A/R	3/4/2021	6322	DUSTIN A STELSE	515 RIVER ST, WAUPACA, WI 54981	2331.35	LIGHT POLE DAMAGE
A/R	3/2/2021	6340	KANITRA N REED	717 FRANKLIN ST, OSHKOSH, WI 54901	141.98	HAZ MAT CLEANUP
A/R	3/2/2021	6343	REBECCA A CARROW	507 E BURDICK ST, BLACK CREEK, WI 54106	500.00	VEHICLE FIRE FEE
A/R	3/5/2021	6381	CATHERINE DIETZLER	660 N 76TH ST, WAUWATOSA, WI 53213	5.00	OBITUARY REQUEST
A/R	3/12/2021	6412	GAIL SOMODI	6230 BLUEFLOWER CT, BRADENTON, FL 34202	5.00	OBITUARY REQUEST
A/R	3/19/2021	6420	CHARLES E KLEMM	W6150 CTY RD BB #40, APPLETON, WI 54914	73.31	HAZ MAT CLEANUP
A/R	3/19/2021	6423	SYSCO LEASING	4000 W 62ND ST, INDIANAPOLIS, IN 46268	174.13	TRAFFIC STANDARD DAMAGE
A/R	3/19/2021	6424	KARYN VELOZ DE LA ROSA	1211 W FRANCES ST, APPLETON, WI 54914	6941.71	LIGHT POLE DAMAGE
A/R	3/19/2021	6433	RAENE A KONETZKE	815 S TELULAH AVE, APPLETON, WI 54915	376.16	FIRE HYDRANT DAMAGE
A/R	3/19/2021	6435	KIMBERLY F HEIMBRUCH	E7602 STAGE RD, NEW LONDON, WI 54961	124.98	HAZ MAT CLEANUP
A/R	3/19/2021	6436	COLVIN CONLEY	4116 CUSTER ST, MANITOWOC, WI 54220	452.04	UNIFORM REIMBURSEMENT
A/R	3/22/2021	6472	KATHRYN ORTT	900 CORE RD, PARKERSBURG, WV 26104	5.00	OBITUARY REQUEST
A/R	3/22/2021	6474	THOMAS HOFFMAN	3240 NW 21ST ST, OKLAHOMA CITY, OK 73107	5.00	OBITUARY REQUEST
A/R	3/26/2021	6491	CHRISTOPHER EITLAND	601 E HANCOCK ST #2, APPLETON, WI 54911	1259.93	TRAFFIC STANDARD DAMAGE
A/R	3/26/2021	6492	FOX VALLEY CAB	719 W FRANCES ST, APPLETON, WI 54914	223.57	TRAFFIC STANDARD DAMAGE
A/R	3/26/2021	6499	TRYMANE L FRALEY	729 9TH ST, MENASHA, WI 54952	500.00	VEHICLE FIRE FEE
A/R	4/2/2021	6531	MICHAEL BROCK JR	725 FREDERICK ST, OSHKOSH, WI 54901	90.31	HAZ MAT CLEANUP
A/R	4/2/2021	6560	ANNE KIENITZ	566 KELVINGTON DR, SUN PRAIRIE, WI 53590	5.00	OBITUARY REQUEST
A/R	4/2/2021	6564	JASON MITCHLER	6640 MESEDE DR, COLORADO SPRINGS, CO 80919	5.00	OBITUARY REQUEST
A/R	4/9/2021	6637	KANITRA N REED	717 FRANKLIN ST, OSHKOSH, WI 54901	405.75	TRAFFIC SIGN DAMAGE
A/R	4/21/2021	6654	TED ROGERS	400 E PEARL ST, SEYMOUR, WI 54165	500.00	VEHICLE FIRE FEE
A/R	4/21/2021	6659	STEVEN T PARKER	2616 E JOHN ST, APPLETON, WI 54915	73.31	HAZ MAT CLEANUP
A/R	4/21/2021	6702	MICHAEL WATERS	825 LINCOLN PL, BROOKLYN, NY 11216	5.00	OBITUARY REQUEST
A/R	4/21/2021	6703	CRISSY WENZEL	N2819 HUNTING RD, TIGERTON, WI 54486	5.00	OBITUARY REQUEST
A/R	4/26/2021	6717	ZACK A VAN DYNHOVEN	671 S WESTERN AVE #201, NEENAH, WI 54956	859.05	TRAFFIC SIGN DAMAGE
A/R	4/26/2021	6728	ANNALISE RILEY	1269 MANITOWOC RD, MENASHA, WI 54952	141.98	HAZ MAT CLEANUP
A/R	5/3/2021	6755	SARAH JOHNSON	1622 W PERSHING ST, APPLETON, WI 54914	40.00	FINANCE NSF CHECK
A/R	5/13/2021	6791	JORDAN'S RUN MINISTRIES	1477 KENWOOD DR #200-4, MENASHA, WI 54952	40.00	BUS TICKETS ORDERED
A/R	5/21/2021	6811	CASSIE ARTHUR	414 E COMMERCIAL ST, APPLETON, WI 54911	279.33	HAZ MAT CLEANUP
A/R	5/21/2021	6812	LOGAN M KNAUS	1304 OAKRIDGE AVE, KAUKAUNA, WI 54130	90.31	HAZ MAT CLEANUP
A/R	5/21/2021	6814	KAELYN L HURST	415 N CAMBRIDGE DR, APPLETON, WI 54915	141.98	HAZ MAT CLEANUP
A/R	5/21/2021	6815	SONIA L LUKER	1514 W WINNEBAGO ST, APPLETON, WI 54915	141.98	HAZ MAT CLEANUP
A/R	5/26/2021	6830	KATHELEN A BRANDT	495 N STATE ST, CHILTON, WI 53014	262.33	HAZ MAT CLEANUP
A/R	5/26/2021	6839	WADE SMITH TRUCKING LLC	474 TURNER CIR, DUDLEY, GA 31022	6136.52	FIRE HYDRANT DAMAGE
A/R	5/26/2021	6843	KERRY JOSEPHINE BROWN	1026 E KIMBERLY AVE, KIMBERLY, WI 54136	3675.55	TRAFFIC STANDARD DAMAGE
A/R	5/28/2021	6942	NEVAEH C KEARREN	1311 MIAMI CIR, LITTLE CHUTE, WI 54140	124.98	HAZ MAT CLEANUP
A/R	5/28/2021	6943	JACOB PATEFIELD	3201 N DURKEE ST, APPLETON, WI 54911	73.31	HAZ MAT CLEANUP
A/R	6/7/2021	6967	MONIQUE GREGORY	2212 S MAPLECREST DR #5, APPLETON, WI 54915	73.31	HAZ MAT CLEANUP
A/R	6/7/2021	6968	DAWN R BROOKS-KEELING	12 EASTWOOD CT, APPLETON, WI 54915	124.98	HAZ MAT CLEANUP
A/R	6/18/2021	7057	PERFORMANCE TRANSPORTATION CORP	112 N MAINLINE DR, SEYMOUR, WI 54165	2478.55	HAZ MAT & VEHICLE FIRE
A/R	6/18/2021	7058	RICARDO ARTURO GONZALEZ JR	200 MILWAUKEE ST, MENASHA, WI 54952	73.31	HAZ MAT CLEANUP
A/R	6/18/2021	7059	JOHN J MIELKE	1343 S BUCHANAN ST, APPLETON, WI 54915	73.31	HAZ MAT CLEANUP
A/R	6/18/2021	7060	CALLIE M DEWILDE	120 N RANKIN ST, APPLETON, WI 54911	73.31	HAZ MAT CLEANUP
A/R	7/2/2021	7149	DRIFTWOOD HOSPITALITY MGMT	11770 US HWY ONE STE 202, NORTH PALM BEACH, FL 33408	40.00	FINANCE NSF CHECK
A/R	7/30/2021	7166	CASSIE ARTHUR	414 E COMMERCIAL ST, APPLETON, WI 54911	138.21	TRAFFIC SIGN DAMAGE
A/R	8/9/2021	7243	ELLIOT A STERNAL	831 W PACKARD ST, APPLETON, WI 54914	1011.99	LANDSCAPING POSTS DAMAGE
A/R	8/9/2021	7245	TINA STEINBACH	6773 STATE ROAD 91, PICKETT, WI 54964	1052.73	PLANTER RAILINGS DAMAGE
A/R	8/17/2021	7344	CHRISTIAN BOSHERS	310 PAUL DR, KIMBERLY, WI 54136	1886.95	TRAFFIC SIGN DAMAGE
A/R	8/17/2021	7345	JACOB HEWITT	818 N DURKEE ST, APPLETON, WI 54911	131.83	TRAFFIC SIGN DAMAGE
A/R	8/17/2021	7347	DANIEL TAYLOR	N1625 KEIFER CT, GREENVILLE, WI 54942	154.67	TRAFFIC SIGN DAMAGE
A/R	8/17/2021	7351	C ROBERTS TRANSPORT	1592 BIRMINGHAM RD, PLYMOUTH, IL 62367	174.63	TRAFFIC SIGN DAMAGE
A/R	8/17/2021	7359	MYRA CERVATES	1420 WASHINGTON ST, LITTLE CHUTE, WI 54140	141.98	HAZ MAT CLEANUP
A/R	8/20/2021	7381	MASON GRUNDY	121 N LINCOLN ST, KIMBERLY, WI 54136	225.63	TRAFFIC SIGN DAMAGE
A/R	8/27/2021	7481	JOSHUA D VINCENT	317 E MEADOW GROVE BLVD, APPLETON, WI 54915	124.98	HAZ MAT CLEANUP
A/R	8/27/2021	7482	AMBER JENSEN	3310 E PARIS WAY APT 8, APPLETON, WI 54913	73.31	HAZ MAT CLEANUP
A/R	8/27/2021	7483	JOHN N MANION	1708 OAKRIDGE AVE, KAUKAUNA, WI 54130	3300.00	DPW REIMBURSEMENT - TEMP FENCE
A/R	8/27/2021	7497	JAMIE PAPPENFUSS	627 S MUELLER ST, APPLETON, WI 54914	73.31	HAZ MAT CLEANUP
A/R	9/10/2021	7591	DYLAN DUDAS	1211 E ROELAND AVE, APPLETON, WI 54915	73.30	TRAFFIC STANDARD DAMAGE
A/R	9/10/2021	7592	JAMES PLEESTER	209 HARRISON ST, NEENAH, WI 54956	274.94	TRAFFIC STANDARD DAMAGE
A/R	9/17/2021	7619	CODY WILKE	1003 W SUMMER ST, APPLETON, WI 54914	14937.35	DAMAGE TO CITY VEHICLE
A/R	9/20/2021	7629	CHERISE VANHANDEL	726 1/2 S COMMERCIAL ST, NEENAH, WI 54956	141.98	HAZ MAT CLEANUP
A/R	9/20/2021	7630	KATHERINE ROHLOFT	1514 1/2 RICHMOND ST, APPLETON, WI 54914	72.71	HAZ MAT CLEANUP
A/R	9/20/2021	7650	STEPHEN M GLYNN	1138 W ELSIE ST, APPLETON, WI 54914	75.00	OVERFLOW GARBAGE
A/R	9/20/2021	7651	CARMEN C METTY	PO BOX 293, APPLETON, WI 54912	75.00	OVERFLOW GARBAGE
A/R	10/5/2021	7749	LAKE GROUP RENTALS LLC	114 S MAIN ST #214, FOND DU LAC, WI 54935	75.00	OVERFLOW GARBAGE
A/R	10/12/2021	7776	DUSTIN KAUFERT	2522 BARBARA AVE, APPLETON, WI 54915	305.50	BARRICADES PROVIDED
A/R	10/12/2021	7778	JASON RAUSCH	7046 COUNTY RD MM, LARSEN, WI 54947	175.98	HAZ MAT CLEANUP
A/R	10/12/2021	7779	CLIPPER HALL	1427 TRAILSIDE TERRACE, SEYMOUR, WI 54165	73.31	HAZ MAT CLEANUP
A/R	10/12/2021	7783	JESSICA MANRIQUEZ	506 E GREENFIELD ST, APPLETON, WI 54911	124.98	HAZ MAT CLEANUP
A/R	10/15/2021	7837	UFI TRANSPORTATION LLC	5380 HWY 145 SOUTH, TUPELO, MS 38801	1395.28	TRAFFIC SIGNAL DAMAGE

**City of Appleton 2023 Write-Off List**

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A/R	10/15/2021	7848	ETHEL CONNER	N7820 COUNTY RD M, SHIOCTON, WI 54170	40.00	FINANCE NSF CHECK
A/R	10/25/2021	7901	PEGGY J ESCHÉ	2608 S EAST ST, APPLETON, WI 54915	46.00	PD NSF CHECK & CAT LICENSE
A/R	10/29/2021	7909	SARAH BARRICK	417 N DURKEE ST, APPLETON, WI 54911	73.31	HAZ MAT CLEANUP
A/R	10/29/2021	7912	SHANNON CORCORAN	825 E RIVER ST, DE PERE, WI 54115	90.31	HAZ MAT CLEANUP
A/R	10/29/2021	7914	JUDY SANDERS	1109 E FRANCES ST, APPLETON, WI 54911	73.31	HAZ MAT CLEANUP
A/R	10/29/2021	7915	CAROL WARE	6825 S LANGLEY AVE APT 1, CHICAGO, IL 60637	141.98	HAZ MAT CLEANUP
A/R	10/29/2021	7917	ELLEN SUMALZ	109 S MASON ST, APPLETON, WI 54914	90.31	HAZ MAT CLEANUP
A/R	10/29/2021	7931	TRAVIS WUSKE	308 S BRIDGE ST #B, MANAWA, WI 54949	1117.04	TRAFFIC SIGNAL DAMAGE
A/R	10/29/2021	7933	ELIZABETH PUFFER	23 CONCORD DR, FOND DU LAC, WI 54935	112.15	TRAFFIC SIGN DAMAGE
A/R	11/5/2021	8025	SAMANTHA FARAH	6028 CTY RD K, GREEN BAY, WI 54229	500.00	VEHICLE FIRE FEE
A/R	12/10/2021	8026	ANDY LO	212 EUGENE CT, KIMBERLY, WI 54136	500.00	VEHICLE FIRE FEE
A/R	11/19/2021	8062	LYNSEY WESTPHAL	204 FLORA CIRCLE, CLINTONVILLE, WI 54929	73.31	HAZ MAT CLEANUP
A/R	11/19/2021	8063	SAMANTHA FARAH	6028 CTY RD K, GREEN BAY, WI 54229	73.31	HAZ MAT CLEANUP
A/R	11/19/2021	8099	NOLASCO RAZO	908 W HAWES AVE, APPLETON WI 54914	262.33	HAZ MAT CLEANUP
A/R	12/10/2021	8240	CHARITY GERARD	N4810 COUNTY RD B, NEW LONDON, WI 54961	557.25	PARKING RAMP DAMAGE
A/R	12/10/2021	8242	HEATHER JANSEN	702 S STATE ST, APPLETON, WI 54911	73.31	HAZ MAT CLEANUP
A/R	12/10/2021	8244	JORDAINE ALL	5222 W CAMPBELL DR, HILBERT, WI 54129	73.31	HAZ MAT CLEANUP
A/R	12/14/2021	8256	400 NORTH LLC	PO BOX 515, STURGEON BAY, WI 54235	50.00	FALSE FIRE ALARM
A/R	12/14/2021	8281	BRYCE MOORE	1311 MIAMI CIRCLE, LITTLE CHUTE, WI 54140	73.31	HAZ MAT CLEANUP
A/R	12/14/2021	8286	RUTH BELONGER	111 E 7TH ST, KAUKAUNA, WI 54130	462.65	FIRE HYDRANT DAMAGE
A/R	12/14/2021	8288	BOLY NKANZA	214 ROYAL CT #6, APPLETON, WI 54915	73.31	HAZ MAT CLEANUP
A/R	12/14/2021	8289	DAVID GAYTAN	2620 N HELEN ST #105, APPLETON, WI 54911	73.31	HAZ MAT CLEANUP
A/R	12/14/2021	8290	MAXIMILLIAN COTTER	128 GRANT ST, KAUKAUNA, WI 54130	124.98	HAZ MAT CLEANUP
A/R	12/22/2021	8329	JOE GERMAIN	505 E COLUMBIAN AVE, NEENAH, WI 54956	228.33	HAZ MAT CLEANUP
A/R	12/22/2021	8330	LYNN WETTER	1531 PERKINS ST, APPLETON, WI 54914	73.31	HAZ MAT CLEANUP
A/R	12/22/2021	8332	REBEKAH ARTS	1230 W PACKARD ST, APPLETON, WI 54914	124.98	HAZ MAT CLEANUP
A/R	12/22/2021	8333	MARCELLA STOVER	2000 GREEN BAY RD, KAUKAUNA, WI 54130	500.00	VEHICLE FIRE FEE
A/R	12/22/2021	8335	TINA STEINBACH	6773 STATE ROAD 91, PICKETT, WI 54964	3075.00	DAMAGE TO RAILING
A/R	12/30/2021	8389	MICHAEL VENTURINI	2235 W JONATHAN DR, APPLETON, WI 54914	90.31	HAZ MAT CLEANUP
A/R	12/31/2021	8399	NINA H RANDAZZO	565 HARTFORD SQ, HARTFORD, WI 53027	75.00	OVERFLOW GARBAGE
A/R	12/31/2021	8478	JENNIFER REINKE	2001 CONTINENTAL LANE, CROSS PLAINS, WI 53528	141.98	HAZ MAT CLEANUP
A/R	12/31/2021	8479	ROSEANNE WASIELEWSKI	1556 E MOON BEAM TRAIL, APPLETON, WI 54915	90.31	HAZ MAT CLEANUP
A/R	12/31/2021	8480	CAMI ARNO	W3483 MIELKE RD, SEYMOUR, WI 54165	73.31	HAZ MAT CLEANUP
A/R	12/31/2021	8481	BRITTANY L SAUGSTAD	1555 N MCCARTHY RD, APPLETON, WI 54913	73.31	HAZ MAT CLEANUP
A/R	12/31/2021	8484	JEAN HAROLDSON	E641 JJ ROAD, LUXEMBURG, WI 54217	90.00	TREE PLANTING
A/R	12/31/2021	8489	SAYDE GABRIELSON STANZER	1715 N WILMER ST, APPLETON, WI 54911	73.31	HAZ MAT CLEANUP
A/R	12/31/2021	8495	NOLAN NARGANG	1230 W PACKARD ST, APPLETON, WI 54914	1713.31	TRAFFIC SIGNAL DAMAGE
A/R	12/31/2021	8497	LEANNA VARGAS-LEON	231 E PERSHING ST, APPLETON, WI 54911	8092.78	TRAFFIC STANDARD DAMAGE
A/R	12/31/2021	8498	GARY BARNETT	225 W 12TH ST APT 3, KAUKAUNA, WI 54130	133.34	TRAFFIC SIGN DAMAGE
<b>A/R TOTAL:</b>					<b><u>\$74,881.54</u></b>	

**City of Appleton 2023 Write-Off List**

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Type	Invoice Date	Inv or Parcel Number	Name	Address	Amount Due	Description
PP	2021	31-0-1875-00	MINUTEMAN PRESS: FOX RIVER PRINTING	2444 W COLLEGE AVE, APPLETON, WI 54914	276.38	2021 PERSONAL PROPERTY TAXES
PP	2021	31-1-0385-10	GOSIA'S PHOTOGRAPHY LLC	5009 N PROVIDENCE AVE, APPLETON, WI 54913	177.97	2021 PERSONAL PROPERTY TAXES
PP	2021	31-1-1606-95	HAPPY CAR LLC	1239 E WISCONSIN AVE, APPLETON, WI 54911	48.16	2021 PERSONAL PROPERTY TAXES
PP	2021	31-1-1789-70	LEGACY INVESTMENTS SERVICES INC	430 N MAIN ST, EAST PEORIA, IL 61611	85.84	2021 PERSONAL PROPERTY TAXES
PP	2021	31-1-1887-10	MID AMERICA CYCLES: RAMSEY HOLDINGS	600 N WESTHILL BLVD, APPLETON, WI 54914	249.14	2021 PERSONAL PROPERTY TAXES
PP	2021	31-1-2651-00	NORTHERN COMPUTER SERVICE LLC	PO BOX 104, MINOCQUA, WI 54548	345.47	2021 PERSONAL PROPERTY TAXES
PP	2021	31-1-2655-00	THE WASHBASKET: FORGE PROPERTIES LLC	840 W FRONT ST, APPLETON, WI 54914	29.31	2021 PERSONAL PROPERTY TAXES
PP	2021	31-1-2830-60	XPERIENCE FITNESS: VERTICAL FITNESS	3701 E EVERGREEN DR #300, APPLETON, WI 54913	286.84	2021 PERSONAL PROPERTY TAXES
PP	2021	31-2-0025-30	ACCELEARNING: CINDY A WINKELMAN	103 W COLLEGE AVE #701, APPLETON, WI 54911	23.02	2021 PERSONAL PROPERTY TAXES
PP	2021	31-2-0630-00	BOLD SALONS LLC	11614 CHAPMAN RD, KINGSVILLE, MD 21087	259.63	2021 PERSONAL PROPERTY TAXES
PP	2021	31-2-0933-50	COLLAR CAPITAL MANAGEMENT LLC	100 W LAWRENCE ST #418, APPLETON, WI 54911	39.79	2021 PERSONAL PROPERTY TAXES
PP	2021	31-2-2003-50	MINUTE MEN HR OF WISCONSIN INC	3740 CARNEGIE AVE, CLEVELAND, OH 44115	255.43	2021 PERSONAL PROPERTY TAXES
PP	2021	31-2-3424-00	RICK BRETL INDUSTRIES LLC	524 N CLARK ST #5, APPLETON, WI 54911	43.97	2021 PERSONAL PROPERTY TAXES
PP	2021	31-2-4385-00	THE ATTIC TATTOO STUDIO	117 S APPLETON ST 2ND FLR, APPLETON, WI 54911	167.50	2021 PERSONAL PROPERTY TAXES
PP	2021	31-2-4397-20	LOU'S BREW CAFE & LOUNGE INC	4769 INDIAN BEND RD, OSHKOSH, WI 54904	1,507.49	2021 PERSONAL PROPERTY TAXES
PP	2021	31-2-4432-21	WILSON FINANCIAL LLC	103 W COLLEGE AVE #305, APPLETON, WI 54911	83.75	2021 PERSONAL PROPERTY TAXES
PP	2021	31-3-0020-00	THE ADVISORY GROUP INC	222 S STATE ST, APPLETON, WI 54911	219.83	2021 PERSONAL PROPERTY TAXES
PP	2021	31-3-0689-90	HMONG CONNECTION SERVICES LLC	206 S MEMORIAL DR, APPLETON, WI 54911	48.16	2021 PERSONAL PROPERTY TAXES
PP	2021	31-3-1450-00	MR TACO AUTHENTIC MEXICAN CUISINE	106 S STATE ST, APPLETON, WI 54911	33.51	2021 PERSONAL PROPERTY TAXES
PP	2021	31-3-1566-10	VAL U BEAUTY SUPPLY LLC	609 W COLLEGE AVE, APPLETON, WI 54911	27.22	2021 PERSONAL PROPERTY TAXES
PP	2021	31-3-1627-20	WIATER ROOFING: SCOTT WIATER	810 W PROSPECT AVE, APPLETON, WI 54914	29.31	2021 PERSONAL PROPERTY TAXES
PP	2021	31-3-1628-10	WILDE WEB MARKETING LLC	2330 W CHARLES ST, APPLETON, WI 54914	167.50	2021 PERSONAL PROPERTY TAXES
PP	2021	31-4-0038-00	TC DANCE CLUB APPLETON INC	1004 S OLDE ONEIDA ST #116, APPLETON, WI 54915	58.62	2021 PERSONAL PROPERTY TAXES
PP	2021	31-4-0160-16	BEYOND THE ROOTS LLC	3020 E COLLEGE AVE #J, APPLETON, WI 54915	48.16	2021 PERSONAL PROPERTY TAXES
PP	2021	31-4-0194-40	THE MONEY STORE: MLD MTG INC	101 W EDISON AVE #202, APPLETON, WI 54915	217.74	2021 PERSONAL PROPERTY TAXES
PP	2021	31-4-0223-00	CLIFFORD & GARDE LLP	1828 L ST NW #600, WASHINGTON DC, 20036	60.71	2021 PERSONAL PROPERTY TAXES
PP	2021	31-4-0244-00	ABES GARAGE: KEVIN ABEL	1155 RACINE RD STE 2, MENASHA WI, 54952	152.83	2021 PERSONAL PROPERTY TAXES
PP	2021	31-4-0248-60	EAZYER.COM: ROCKIN REWARDS LLC	101 W EDISON AVE #234, APPLETON, WI 54915	56.52	2021 PERSONAL PROPERTY TAXES
PP	2021	31-4-0308-15	EMILY MEGAN PHOTOGRAPHY	101 W EDISON AVE #238, APPLETON, WI 54915	108.88	2021 PERSONAL PROPERTY TAXES
PP	2021	31-4-0320-30	EYE PHOTOGRAPH LLC	800 S LAWE ST #306, APPLETON, WI 54915	125.62	2021 PERSONAL PROPERTY TAXES
PP	2021	31-4-0673-80	LETTER CREATE STUDIO: THE CRAFT NINJA	2467 N LYNNDALE DR, APPLETON, WI 54914	71.19	2021 PERSONAL PROPERTY TAXES
PP	2021	31-4-0716-10	MICHAEL GEHRMAN FILMWORKS	3410 CHERRYVALE AVE #59, APPLETON, WI 54913	52.34	2021 PERSONAL PROPERTY TAXES
PP	2021	31-4-0728-00	MOBILE HELPDISK LLC	206 S FIDELIS ST, APPLETON, WI 54915	48.16	2021 PERSONAL PROPERTY TAXES
PP	2021	31-4-1090-95	TOPVU MEDIA LLC	215 WISCONSIN ST, OSHKOSH, WI 54901	108.88	2021 PERSONAL PROPERTY TAXES
PP	2021	31-5-0770-20	INSPIRATIONS DANCE AND FITNESS LLC	400 N RICHMOND ST #E, APPLETON, WI 54911	378.98	2021 PERSONAL PROPERTY TAXES
PP	2021	31-5-2538-00	APPLETON PET SPA LLC	400 N RICHMOND ST #D, APPLETON, WI 54911	219.83	2021 PERSONAL PROPERTY TAXES
PP	2021	31-5-2751-80	BRAIDS UNLIMITED SALON	405 W WISCONSIN AVE, APPLETON, WI 54911	108.88	2021 PERSONAL PROPERTY TAXES
PP	2021	31-5-2840-00	CHRISTOPHER & BANKS INC	646 W OCEAN HEIGHTS AVE #103, LINWOOD, NJ 08221	297.32	2021 PERSONAL PROPERTY TAXES
PP	2021	31-5-3041-80	FOX VALLEY ELITE WRESTLING	2011 N RICHMOND ST, APPLETON, WI 54911	48.16	2021 PERSONAL PROPERTY TAXES
PP	2021	31-5-3104-90	GENESIS CONSTRUCTION AND DESIGN LLC	965 HOLLAND RD, KAUKAUNA, WI 54130	12.56	2021 PERSONAL PROPERTY TAXES
PP	2021	31-5-3371-50	JIMMY'S CHICKEN & FISH	205 N RICHMOND ST, APPLETON, WI 54911	188.44	2021 PERSONAL PROPERTY TAXES
PP	2021	31-5-3472-50	LIFE COUNSELING & CONSULTING LLC	500 W FRANKLIN ST #F, APPLETON, WI 54911	265.91	2021 PERSONAL PROPERTY TAXES
PP	2021	31-5-3828-00	RLJ DENTAL - APPLETON	6640 INTECH BLVD #270, INDIANAPOLIS, IN 46278	1,894.85	2021 PERSONAL PROPERTY TAXES
PP	2021	31-5-4020-00	MANCAVE BARBERSHOP	1208 N RICHMOND ST, APPLETON, WI 54911	108.88	2021 PERSONAL PROPERTY TAXES
PP	2021	31-5-4097-00	RICO'S FAMILY RESTAURANT	2424 W CORTLAND DR, APPLETON, WI 54914	217.74	2021 PERSONAL PROPERTY TAXES
PP	2021	31-5-4122-20	TINO BAKERY LLC	2017 N RICHMOND ST, APPLETON, WI 54911	188.44	2021 PERSONAL PROPERTY TAXES
PP	2021	31-5-4379-40	WIGGLES AND GIGGLES DAYCARE LLC	1730 N DOUGLAS ST, APPLETON, WI 54914	45.00	2021 PERSONAL PROPERTY TAXES
PP	2021	31-6-1469-70	CHAIR INSIDE THE CORNER BARBERSHOP: BOBBI JO VANCAMP	123 W GLENDALE AVE, APPLETON, WI 54911	33.51	2021 PERSONAL PROPERTY TAXES
PP	2021	31-6-1987-20	TIM BLOY CONSTRUCTION	1726 N RICHMOND ST, APPLETON, WI 54911	244.97	2021 PERSONAL PROPERTY TAXES
PP	2021	31-6-2118-40	ESCAPE ROOM WISCONSIN	420 W LAW ST, NEW LONDON, WI 54961	228.21	2021 PERSONAL PROPERTY TAXES
PP	2021	31-6-2411-10	HMONG WISCONSIN RADIO	536 E LAYTON AVE, APPLETON, WI 54915	355.94	2021 PERSONAL PROPERTY TAXES
PP	2021	31-6-2457-80	CHAIR INSIDE THE CORNER BARBERSHOP: MARIAH KNOX	123 W GLENDALE AVE, APPLETON, WI 54911	33.51	2021 PERSONAL PROPERTY TAXES
PP	2021	31-6-2458-00	KOREANA RESTAURANT: MANGO TREE INC	525 INVERARY CT, ONEIDA, WI 54155	420.85	2021 PERSONAL PROPERTY TAXES
PP	2021	31-6-2459-30	KOSS REAL PROPERTY: JOHN KOSS	324 E PERSHING ST, APPLETON, WI 54911	12.56	2021 PERSONAL PROPERTY TAXES
PP	2021	31-6-2465-90	LETI Y DAYI STETSON	131 E WISCONSIN AVE, APPLETON, WI 54911	46.06	2021 PERSONAL PROPERTY TAXES
PP	2021	31-6-2528-40	MELISSA ALDERTON PHOTOGRAPHY	1021 1/2 N DREW ST, APPLETON, WI 54911	100.50	2021 PERSONAL PROPERTY TAXES
PP	2021	31-6-2566-20	METRICS MARTIAL ARTS LLC	132 W 12TH AVE, OSHKOSH, WI 54902	60.71	2021 PERSONAL PROPERTY TAXES
PP	2021	31-6-2638-00	JEFFRY A ROSTAS DDS	436 E LONGVIEW DR #A, APPLETON, WI 54911	699.31	2021 PERSONAL PROPERTY TAXES
PP	2021	31-6-2656-81	BLUE DAHLIA VINTAGE SPA	112 W GLENDALE AVE, APPLETON, WI 54911	33.51	2021 PERSONAL PROPERTY TAXES
PP	2021	31-6-2689-00	SUBWAY SUBS & SALADS: MOR-SUBS INC	105 W NORTHLAND AVE, APPLETON, WI 54911	718.15	2021 PERSONAL PROPERTY TAXES
PP	2021	31-6-2717-30	THREE OTTERS PHOTOGRAPHY	408 W WISCONSIN AVE, APPLETON, WI 54911	108.88	2021 PERSONAL PROPERTY TAXES
PP	2021	31-6-2719-10	TNT RENOVATIONS LLC	1925 N UNION ST, APPLETON, WI 54911	29.31	2021 PERSONAL PROPERTY TAXES
PP	2021	31-6-3121-50	WORLD HEADQUARTERS LLC	431 E PERSHING ST, APPLETON, WI 54911	425.03	2021 PERSONAL PROPERTY TAXES
PP	2021	31-7-2702-00	ADRIANA'S BEAUTY SALON	2438 W COLLEGE AVE, APPLETON, WI 54914	71.19	2021 PERSONAL PROPERTY TAXES
PP	2021	31-7-6240-00	U BREAK I FIX: SPARKE NATION LLC	2442 W COLLEGE AVE, APPLETON, WI 54914	100.50	2021 PERSONAL PROPERTY TAXES
PP	2021	31-7-6340-00	US NAILS OF THE VALLEY LLC	1442 WITZEL AVE, OSHKOSH, WI 54902	397.81	2021 PERSONAL PROPERTY TAXES
PP	2021	31-8-1100-40	CULTIVAS BIO INC	6400 LOOKOUT RD #200, BOULDER, CO 80301	385.66	2021 PERSONAL PROPERTY TAXES
PP	2021	31-9-0008-00	HIGHLITES: 1717 E CALUMET LLC	1508 N NICHOLAS ST, APPLETON, WI 54914	105.91	2021 PERSONAL PROPERTY TAXES
PP	2021	31-9-0168-25	FLYAWAYS A BOUTIQUE SALON LLC	2400 S KENSINGTON DR #400, APPLETON, WI 54915	28.96	2021 PERSONAL PROPERTY TAXES
PP	2021	31-9-0220-20	SMILES ON CALUMET: HEARTLAND DENTAL	6640 INTECH BLVD #270, INDIANAPOLIS, IN 46278	2,491.97	2021 PERSONAL PROPERTY TAXES
PP	2021	31-9-0386-08	MESSAGE CONNECTION: WEIX LLC	2400 S KENSINGTON DR, APPLETON, WI 54915	45.49	2021 PERSONAL PROPERTY TAXES

**2021 PP TAX TOTAL \$16,668.36**

## Department of Public Works – Engineering Division

### MEMO

**TO:** Finance Committee

**FROM:** Pete Neuberger, City Engineer  
Mark Lahay, Assistant City Engineer

**DATE:** January 8, 2024

**RE:** Change Order #4 for Project H-21 Redundant Raw Water Line

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The Department of Public Works is recommending approval of Change Order #4 in the amount of \$176,232.54 for project H-21 Redundant Raw Water Line. Note that since this change reflects final quantities, the contingency reduction of \$244,549.71 reflects the reduction resulting from the \$176,232.54 increased costs, plus a further reduction of \$68,317.17 as a release of unneeded remaining contingency. Detailed breakdown of change order costs are as follows:

Flange at Treatment Plant was different than what was shown on plans. Previous change order included only materials costs to manufacture new fitting from fabricator. Additional cost for installation includes time, material, and equipment for remobilization, excavation, backfilling, and connection to existing flange: \$12,871.64

Existing gas main location/depth differed from plans. As a result, the proposed water main was required to be lowered. Additional time, material, and equipment costs were incurred for extra traffic control: \$7,056.22

Size and construction of large pipe segments precluded contractor's ability to make significant alignment and elevation adjustments as needed in the field to avoid unforeseen obstructions and conflicts. Extra fittings and pipe modifications were needed, involving re-ordering shipping materials back to manufacturer for modifications: \$37,342.79

Existing Tee at Nature's Way and Oneida Street intersection differed from record drawings. As a result, a special 36" stainless steel offset needed to be manufactured by a local fabricator to make the connection: \$34,978.62

Poor soils and wet site conditions resulted in wider trenches than anticipated. The previous change order only included the resulting costs for added pavement restoration, but not the added costs associated with extra stone backfill and extra curb & gutter replacement: \$83,983.27.

**CONTRACT CHANGE ORDER**

Change Order No. 4

Date 12/19/23

Contract No. 72-22 for the following public work : H-21 Redundant Raw Water Line

between PTS Contractors Inc , 4075 Eaton Road, Green Bay, WI 54311  
 (Contractor Name) (Contractor Address)

and the City of Appleton dated: 6/22/2022 is hereby changed in the following particular wit:

Item No.	Account No.	Current Contract Amount	Current Contingency	C.O. Amount (+/-)	Contingency (+/-)	New Contract Total	New Contingency Total
1	5371.6809.5	\$5,130,450.29	\$244,549.71	\$176,232.54	(\$244,549.71)	\$5,306,682.83	\$0.00
2						\$0.00	\$0.00
3						\$0.00	\$0.00
4						\$0.00	\$0.00
5						\$0.00	\$0.00
6						\$0.00	\$0.00
7						\$0.00	\$0.00
8						\$0.00	\$0.00
9						\$0.00	\$0.00
10						\$0.00	\$0.00
	<b>Total</b>	\$5,130,450.29	\$244,549.71	\$176,232.54	(\$244,549.71)	\$5,306,682.83	\$0.00

Reason for Change: Project closeout. Misc changes in quantities. Unforeseen changes in existing conditions resulting in extra stone backfill, extra fittings and modifications to fittings and connection points

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

The Date of Completion as of the date of this Change Order therefore is: unchanged

Finance Committee Agenda Date: 01/08/24

Date approved by Council: \_\_\_\_\_



**CITY OF APPLETON**  
**Department of Public Works**  
**MEMORANDUM**

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**TO:**  **Finance Committee**  
 **Municipal Services Committee**  
 **Utilities Committee**

**SUBJECT: Award of Contract**

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**The Department of Public Works recommends that the following described work:**  
Unit H-23 Lightning Drive Sewer & Water, Grade & Gravel, bridge construction

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**Be awarded to:**

Name: Peters Concrete Company  
Address: 1516 Atkinson Drive  
Green Bay, WI 54303

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**In the amount of :** \$1,544,853.12  
**With a 7.5 % contingency of :** \$116,000.00  
**For a project total not to exceed :** \$1,660,853.12

**\*\* OR \*\***

**In an amount Not To Exceed :** \_\_\_\_\_

Budget: \$2,636,069.00  
Estimate: \$2,200,000.00  
Committee Date: 01/08/24  
Council Date: 01/17/24

Section	Tit	Line	Item	Description	UofM	Quantity	Peters Concrete Company		Carl Bowers & Sons Const. Co., In		Vinton Construction Company		Dorner Inc.		DE GROOT, INC.	
							Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
								<b>\$1,534,853.12</b>		<b>\$1,584,727.49</b>		<b>\$1,665,368.52</b>		<b>\$1,701,920.00</b>		<b>\$1,756,274.09</b>
H-23	BASE	BID														
			1	Mobilization	LS	1	\$94,000.00	\$94,000.00	\$100,000.00	\$100,000.00	\$178,000.00	\$178,000.00	\$82,000.00	\$82,000.00	\$99,977.22	\$99,977.22
			2	Furnish, Install, Maintain & Remove Traffic Control	LS	1	\$1,500.00	\$1,500.00	\$1,600.00	\$1,600.00	\$1,500.00	\$1,500.00	\$5,000.00	\$5,000.00	\$7,827.50	\$7,827.50
			3	Furnish, Install, Maintain & Remove Erosion Control	LS	1	\$2,000.00	\$2,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,600.00	\$1,600.00	\$2,525.00	\$2,525.00
			4	Furnish, Install, Maintain & Remove Type A Inlet Protection	EA	22	\$115.00	\$2,530.00	\$100.00	\$2,200.00	\$150.00	\$3,300.00	\$210.00	\$4,620.00	\$151.50	\$3,333.00
			5	Furnish, Install, Maintain & Remove Type DM Inlet Protection	EA	40	\$145.00	\$5,800.00	\$90.00	\$3,600.00	\$135.00	\$5,400.00	\$10.00	\$400.00	\$166.65	\$6,666.00
			6	Furnish, Install, Maintain & Remove Silt Fence	LF	6,115	\$2.15	\$13,147.25	\$2.00	\$12,230.00	\$2.10	\$12,841.50	\$2.40	\$14,676.00	\$2.28	\$13,942.20
			7	Furnish, Install, Maintain & Remove Trackout Control Practices	EA	2	\$800.00	\$1,600.00	\$1,800.00	\$3,600.00	\$2,000.00	\$4,000.00	\$1,425.00	\$2,850.00	\$2,525.00	\$5,050.00
			8	Furnish & Install Soil Stabilizer, Type B	SY	2,000	\$0.45	\$900.00	\$0.25	\$500.00	\$0.75	\$1,500.00	\$1.20	\$2,400.00	\$0.47	\$940.00
			9	Temporary Bypass Channel and Diversion Dam	LS	1	\$1.00	\$1.00	\$20,000.00	\$20,000.00	\$0.01	\$0.01	\$20,000.00	\$20,000.00	\$46,662.00	\$46,662.00
			10	Lightning/Baldaeagle Diversion Structure	LS	1	\$1.00	\$1.00	\$2,000.00	\$2,000.00	\$2,500.00	\$2,500.00	\$5,000.00	\$5,000.00	\$22,220.00	\$22,220.00
			11	Furnish & Install Manufactured Ditch Check	EA	2	\$100.00	\$200.00	\$100.00	\$200.00	\$250.00	\$500.00	\$210.00	\$420.00	\$202.00	\$404.00
			12	Furnish & Install 20" Diameter Curlex Sediment Log	LF	50	\$10.00	\$500.00	\$10.00	\$500.00	\$10.50	\$525.00	\$9.40	\$470.00	\$10.61	\$530.50
			13	Furnish & Install 12" Diameter Curlex Sediment Log	LF	50	\$8.00	\$400.00	\$8.00	\$400.00	\$12.50	\$625.00	\$7.80	\$390.00	\$8.48	\$424.00
			14	Furnish & Install WisDOT Medium Riprap & Filter Fabric	CY	14	\$75.00	\$1,050.00	\$75.00	\$1,050.00	\$115.00	\$1,610.00	\$71.80	\$1,005.20	\$60.60	\$848.40
			15	Furnish & Install WisDOT Heavy Riprap & Filter Fabric	CY	191	\$75.00	\$14,325.00	\$50.00	\$9,550.00	\$75.00	\$14,325.00	\$74.10	\$14,153.10	\$85.85	\$16,397.35
			16	Clear & Grub	LS	1	\$14,300.00	\$14,300.00	\$14,500.00	\$14,500.00	\$7,000.00	\$7,000.00	\$15,415.00	\$15,415.00	\$15,150.00	\$15,150.00
			17	Strip & Stockpile Topsoil	CY	6,207	\$4.41	\$27,372.87	\$4.00	\$24,828.00	\$3.60	\$22,342.20	\$4.00	\$24,828.00	\$5.63	\$34,945.41
			18	Stormwater Ponds - Obtain Clay Samples	LS	1	\$500.00	\$500.00	\$1,000.00	\$1,000.00	\$0.01	\$0.01	\$600.00	\$600.00	\$1,060.50	\$1,060.50
			19	Roadway Fill - Obtain Clay Samples	LS	1	\$500.00	\$500.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$600.00	\$600.00	\$1,060.50	\$1,060.50
			20	Common Excavation	CY	5,307	\$6.93	\$36,777.51	\$6.00	\$31,842.00	\$8.10	\$42,986.70	\$8.00	\$42,456.00	\$6.36	\$33,752.52
			21	Furnish & Install Clay Liner in Pond Areas	CY	1,140	\$12.40	\$14,136.00	\$11.60	\$13,224.00	\$0.01	\$11.40	\$23.50	\$26,790.00	\$14.32	\$16,324.80
			22	Furnish & Install Clay Fill in Roadway Areas	CY	4,375	\$12.40	\$54,250.00	\$11.60	\$50,750.00	\$8.50	\$37,187.50	\$23.50	\$102,812.50	\$13.05	\$57,093.75
			23	Install Salvaged 4" Topsoil	CY	1,887	\$0.10	\$188.70	\$4.00	\$7,548.00	\$6.20	\$11,699.40	\$5.00	\$9,435.00	\$8.32	\$15,699.84
			24	Excess Topsoil Disposal (Offsite)	CY	1,907	\$6.22	\$11,861.54	\$0.01	\$19.07	\$0.01	\$19.07	\$14.50	\$27,651.50	\$9.76	\$18,612.32
			25	Waste Soil Hauling and Disposal (Offsite)	CY	500	\$6.22	\$3,110.00	\$8.00	\$4,000.00	\$8.50	\$4,250.00	\$20.00	\$10,000.00	\$9.76	\$4,880.00
			26	Furnish & Install 18-inch Dia. Backflow Preventor	EA	2	\$4,400.00	\$8,800.00	\$5,100.00	\$10,200.00	\$4,525.00	\$9,050.00	\$4,890.00	\$9,780.00	\$4,590.45	\$9,180.90
			27	Furnish & Install 24-inch Dia. Backflow Preventor	EA	1	\$8,300.00	\$8,300.00	\$9,000.00	\$9,000.00	\$8,533.00	\$8,533.00	\$8,975.00	\$8,975.00	\$8,554.70	\$8,554.70
			28	Furnish & Install 30-inch Dia. Backflow Preventor	EA	1	\$11,000.00	\$11,000.00	\$11,600.00	\$11,600.00	\$11,112.00	\$11,112.00	\$11,660.00	\$11,660.00	\$11,418.05	\$11,418.05
			29	Furnish & Install anti-seep collar	EA	4	\$700.00	\$2,800.00	\$1,500.00	\$6,000.00	\$3,075.00	\$12,300.00	\$900.00	\$3,600.00	\$2,020.00	\$8,080.00
			30	Furnish & Install Outlet Control Structure	EA	1	\$5,250.00	\$5,250.00	\$9,000.00	\$9,000.00	\$6,950.00	\$6,950.00	\$9,615.00	\$9,615.00	\$8,663.52	\$8,663.52
			31	Furnish & Install 15" Storm Sewer	LF	505	\$58.30	\$29,441.50	\$55.00	\$27,775.00	\$71.00	\$35,855.00	\$60.70	\$30,653.50	\$66.19	\$33,425.95
			32	Furnish & Install 18" Storm Sewer	LF	1,071	\$62.75	\$67,205.25	\$56.00	\$59,976.00	\$73.00	\$78,183.00	\$64.90	\$69,507.90	\$63.58	\$68,094.18
			33	Furnish & Install 18" culverts	LF	194	\$59.05	\$11,455.70	\$56.00	\$10,864.00	\$81.00	\$15,714.00	\$70.30	\$13,638.20	\$68.29	\$13,248.26
			34	Furnish & Install 24" Storm Sewer	LF	695	\$82.50	\$57,337.50	\$70.00	\$48,650.00	\$85.00	\$59,075.00	\$87.40	\$60,743.00	\$87.76	\$60,993.20
			35	Furnish & Install 30" Storm Sewer	LF	27	\$148.00	\$3,996.00	\$100.00	\$2,700.00	\$148.00	\$3,996.00	\$122.00	\$3,294.00	\$119.81	\$3,234.87
			36	Furnish & Install 18" Apron Endwall	EA	7	\$1,200.00	\$8,400.00	\$1,500.00	\$10,500.00	\$1,883.00	\$13,181.00	\$1,825.00	\$12,775.00	\$1,324.11	\$9,268.77
			37	Furnish & Install 24" Apron Endwall	EA	1	\$1,400.00	\$1,400.00	\$1,600.00	\$1,600.00	\$2,492.00	\$2,492.00	\$1,955.00	\$1,955.00	\$1,497.83	\$1,497.83
			38	Furnish & Install 30" Apron Endwall	EA	1	\$1,650.00	\$1,650.00	\$1,700.00	\$1,700.00	\$2,680.00	\$2,680.00	\$2,160.00	\$2,160.00	\$1,738.21	\$1,738.21
			39	Furnish & Install 6" Storm Lateral	LF	750	\$30.80	\$23,100.00	\$35.00	\$26,250.00	\$21.00	\$15,750.00	\$35.20	\$26,400.00	\$49.77	\$37,327.50
			40	Furnish & Install 12" Inlet Lead	LF	100	\$86.80	\$8,680.00	\$58.00	\$5,800.00	\$74.00	\$7,400.00	\$65.80	\$6,580.00	\$66.67	\$6,667.00
			41	Furnish & Install 15" Inlet Lead	LF	40	\$72.15	\$2,886.00	\$70.00	\$2,800.00	\$88.00	\$3,520.00	\$68.40	\$2,736.00	\$70.31	\$2,812.40
			42	Furnish & Install Standard Storm Maintenance Hole	VF	35	\$540.00	\$18,900.00	\$500.00	\$17,500.00	\$748.00	\$26,180.00	\$672.00	\$23,527.00	\$656.68	\$22,983.80
			43	Furnish & Install 60 inch dia Storm Maintenance Hole	VF	25	\$964.00	\$24,100.00	\$900.00	\$22,500.00	\$1,097.00	\$27,425.00	\$1,215.00	\$30,375.00	\$1,141.32	\$28,533.00
			44	Furnish & Install 72" dia Storm Maintenance Hole	VF	12	\$1,386.00	\$16,632.00	\$1,150.00	\$13,800.00	\$1,270.00	\$15,240.00	\$1,392.00	\$16,704.00	\$1,239.88	\$14,878.56
			45	Furnish & Install Storm Maintenance Hole Casting	EA	9	\$500.00	\$4,500.00	\$575.00	\$5,175.00	\$525.00	\$4,725.00	\$565.00	\$5,085.00	\$530.25	\$4,772.25
			46	Furnish & Install Short Storm Maintenance Hole Casting	EA	3	\$800.00	\$2,400.00	\$810.00	\$2,430.00	\$758.00	\$2,274.00	\$820.00	\$2,460.00	\$765.58	\$2,296.74
			47	Furnish & Install Type E Inlet w/ Type C Casting	EA	20	\$2,765.00	\$55,300.00	\$3,500.00	\$70,000.00	\$3,030.00	\$60,600.00	\$3,285.00	\$65,700.00	\$2,986.75	\$59,735.00
			48	Furnish & Install Yard Drain with Neenah R-4342 Casting	EA	2	\$2,165.00	\$4,330.00	\$3,000.00	\$6,000.00	\$3,038.00	\$6,076.00	\$3,050.00	\$6,100.00	\$2,550.35	\$5,100.70
			49	Furnish & Install 15" Sanitary Sewer	LF	349	\$83.20	\$29,036.80	\$80.00	\$27,920.00	\$98.00	\$34,202.00	\$85.50	\$29,839.50	\$108.39	\$37,828.11
			50	Furnish & Install 12" Sanitary Sewer	LF	394	\$76.90	\$30,298.60	\$73.00	\$28,762.00	\$89.00	\$35,066.00	\$74.90	\$29,510.60	\$80.21	\$31,602.74
			51	Furnish & Install 8" Sanitary Sewer	LF	35	\$61.80	\$2,163.00	\$56.00	\$1,960.00	\$85.00	\$2,975.00	\$98.00	\$3,430.00	\$65.45	\$2,290.75
			52	Furnish & Install 4" Sanitary Lateral	LF	500	\$45.30	\$22,650.00	\$42.00	\$21,000.00	\$45.00	\$22,500.00	\$46.80	\$23,400.00	\$42.35	\$21,175.00
			53	Furnish & Install Sanitary Maintenance Hole	VF	27	\$475.00	\$12,825.00	\$500.00	\$13,500.00	\$515.00	\$13,905.00	\$471.00	\$12,717.00	\$490.58	\$13,245.66
			54	Furnish & Install Sanitary Maintenance Hole Casting	EA	2	\$550.00	\$1,100.00	\$600.00	\$1,200.00	\$544.00	\$1,088.00	\$585.00	\$1,170.00	\$549.44	\$1,098.88
			55	Adjust Sanitary MH Casting	EA	7	\$450.00	\$3,150.00	\$600.00	\$4,200.00	\$850.00	\$5,950.00	\$480.00	\$3,360.00	\$757.50	\$5,302.50
			56	Furnish & Install 12" Water Main	LF	730	\$85.55	\$62,451.50	\$84.00	\$61,320.00	\$96.00	\$70,080.00	\$88.50	\$64,605.00	\$86.74	\$63,320.20
			57	Furnish & Install 8" Water Main	LF	62	\$73.00	\$4,526.00	\$64.00	\$3,968.00	\$86.00	\$5,332.00	\$65.10	\$4,036.20	\$67.02	\$4,155.24
			58	Furnish & Install 6" Hydrant Lead	LF	9	\$120.00	\$1,080.00	\$50.00	\$450.00	\$67.00	\$603.00	\$96.90	\$872.10	\$52.85	\$475.65
			59	Furnish & Install Hydrant	EA	3	\$5,800.00	\$17,400.00	\$7,000.00	\$21,000.00	\$5,717.00	\$17,151.00	\$6,515.00	\$19,545.00	\$5,929.71	\$17,789.13
			60	Furnish & Install 12" Gate Valve w/ Box	EA	4	\$5,500.00	\$22,000.00	\$5,800.00	\$23,200.00	\$5,842.00	\$23,368.00	\$3,975.00	\$15,90		

Section	Tit	Line	Item	Description	UofM	Quantity	PTS Contractors, Inc		Kruczek Construction Inc.		Northeast Asphalt, Inc.		Veit & Company, Inc.	
							Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
H-23	BASE	BID						\$1,771,000.00		\$1,904,000.00		\$2,079,483.78		\$2,626,572.50
			1	Mobilization	LS	1	\$107,328.50	\$107,328.50	\$250,000.00	\$250,000.00	\$285,000.00	\$285,000.00	\$310,050.00	\$310,050.00
			2	Furnish, Install, Maintain & Remove Traffic Control	LS	1	\$7,715.00	\$7,715.00	\$4,000.00	\$4,000.00	\$31,250.00	\$31,250.00	\$8,500.00	\$8,500.00
			3	Furnish, Install, Maintain & Remove Erosion Control	LS	1	\$825.00	\$825.00	\$1,000.00	\$1,000.00	\$100.00	\$100.00	\$31,240.00	\$31,240.00
			4	Furnish, Install, Maintain & Remove Type A Inlet Protection	EA	22	\$120.00	\$2,640.00	\$100.00	\$2,200.00	\$115.00	\$2,530.00	\$120.00	\$2,640.00
			5	Furnish, Install, Maintain & Remove Type DM Inlet Protection	EA	40	\$150.00	\$6,000.00	\$100.00	\$4,000.00	\$145.00	\$5,800.00	\$120.00	\$4,800.00
			6	Furnish, Install, Maintain & Remove Silt Fence	LF	6,115	\$2.20	\$13,453.00	\$2.00	\$12,230.00	\$2.15	\$13,147.25	\$2.00	\$12,230.00
			7	Furnish, Install, Maintain & Remove Trackout Control Practices	EA	2	\$1,165.00	\$2,330.00	\$2,100.00	\$4,200.00	\$1,200.00	\$2,400.00	\$1,775.00	\$3,550.00
			8	Furnish & Install Soil Stabilizer, Type B	SY	2,000	\$0.50	\$1,000.00	\$1.00	\$2,000.00	\$0.45	\$900.00	\$0.28	\$560.00
			9	Temporary Bypass Channel and Diversion Dam	LS	1	\$1.00	\$1.00	\$1.00	\$1.00	\$80,385.00	\$80,385.00	\$21,178.00	\$21,178.00
			10	Lightning/Baldegale Diversion Structure	LS	1	\$2,575.00	\$2,575.00	\$1.00	\$1.00	\$25,000.00	\$25,000.00	\$27,310.00	\$27,310.00
			11	Furnish & Install Manufactured Ditch Check	EA	2	\$154.00	\$308.00	\$100.00	\$200.00	\$150.00	\$300.00	\$108.00	\$216.00
			12	Furnish & Install 20" Diameter Curlex Sediment Log	LF	50	\$10.00	\$500.00	\$13.00	\$650.00	\$10.00	\$500.00	\$13.60	\$680.00
			13	Furnish & Install 12" Diameter Curlex Sediment Log	LF	50	\$8.00	\$400.00	\$8.40	\$420.00	\$8.00	\$400.00	\$9.00	\$450.00
			14	Furnish & Install WisDOT Medium Riprap & Filter Fabric	CY	14	\$57.00	\$798.00	\$112.00	\$1,568.00	\$65.00	\$910.00	\$98.00	\$1,372.00
			15	Furnish & Install WisDOT Heavy Riprap & Filter Fabric	CY	191	\$31.00	\$5,921.00	\$110.00	\$21,010.00	\$45.00	\$8,595.00	\$127.00	\$24,257.00
			16	Clear & Grub	LS	1	\$14,700.00	\$14,700.00	\$13,621.60	\$13,621.60	\$14,384.00	\$14,384.00	\$16,970.00	\$16,970.00
			17	Strip & Stockpile Topsoil	CY	6,207	\$5.50	\$34,138.50	\$2.60	\$16,138.20	\$2.84	\$17,517.50	\$4.40	\$27,310.80
			18	Stormwater Ponds - Obtain Clay Samples	LS	1	\$1,025.00	\$1,025.00	\$1,575.00	\$1,575.00	\$250.00	\$250.00	\$1,135.00	\$1,135.00
			19	Roadway Fill - Obtain Clay Samples	LS	1	\$1,025.00	\$1,025.00	\$1,575.00	\$1,575.00	\$250.00	\$250.00	\$1,135.00	\$1,135.00
			20	Common Excavation	CY	5,307	\$6.20	\$32,903.40	\$7.50	\$39,802.50	\$7.70	\$40,863.90	\$6.15	\$32,638.05
			21	Furnish & Install Clay Liner in Pond Areas	CY	1,140	\$13.90	\$15,846.00	\$14.00	\$15,960.00	\$14.00	\$15,960.00	\$25.85	\$29,469.00
			22	Furnish & Install Clay Fill in Roadway Areas	CY	4,375	\$12.70	\$55,562.50	\$13.20	\$57,750.00	\$14.46	\$63,262.50	\$22.35	\$97,781.25
			23	Install Salvaged 4" Topsoil	CY	1,887	\$8.00	\$15,096.00	\$4.10	\$7,736.70	\$4.20	\$7,925.40	\$5.00	\$9,435.00
			24	Excess Topsoil Disposal (Offsite)	CY	1,907	\$9.50	\$18,116.50	\$9.50	\$18,116.50	\$9.96	\$18,993.72	\$24.00	\$45,768.00
			25	Waste Soil Hauling and Disposal (Offsite)	CY	500	\$9.50	\$4,750.00	\$7.75	\$3,875.00	\$9.96	\$4,980.00	\$24.00	\$12,000.00
			26	Furnish & Install 18-inch Dia. Backflow Preventor	EA	2	\$4,480.00	\$8,960.00	\$5,000.00	\$10,000.00	\$4,600.00	\$9,200.00	\$5,125.00	\$10,250.00
			27	Furnish & Install 24-inch Dia. Backflow Preventor	EA	1	\$8,290.00	\$8,290.00	\$9,400.00	\$9,400.00	\$8,600.00	\$8,600.00	\$9,635.00	\$9,635.00
			28	Furnish & Install 30-inch Dia. Backflow Preventor	EA	1	\$10,795.00	\$10,795.00	\$12,300.00	\$12,300.00	\$11,500.00	\$11,500.00	\$12,603.00	\$12,603.00
			29	Furnish & Install anti-seep collar	EA	4	\$450.00	\$1,800.00	\$2,400.00	\$9,600.00	\$2,100.00	\$8,400.00	\$561.00	\$2,244.00
			30	Furnish & Install Outlet Control Structure	EA	1	\$8,800.00	\$8,800.00	\$7,700.00	\$7,700.00	\$8,500.00	\$8,500.00	\$5,527.00	\$5,527.00
			31	Furnish & Install 15" Storm Sewer	LF	505	\$63.00	\$31,815.00	\$76.00	\$38,380.00	\$66.00	\$33,330.00	\$97.90	\$49,439.50
			32	Furnish & Install 18" Storm Sewer	LF	1,071	\$66.00	\$70,686.00	\$86.00	\$92,106.00	\$68.00	\$72,828.00	\$105.60	\$113,097.60
			33	Furnish & Install 18" culverts	LF	194	\$69.00	\$13,386.00	\$103.00	\$19,982.00	\$70.00	\$13,580.00	\$116.25	\$22,552.50
			34	Furnish & Install 24" Storm Sewer	LF	695	\$85.00	\$59,075.00	\$113.00	\$78,535.00	\$87.50	\$60,812.50	\$128.50	\$89,307.50
			35	Furnish & Install 30" Storm Sewer	LF	27	\$155.00	\$4,185.00	\$164.00	\$4,428.00	\$120.00	\$3,240.00	\$152.25	\$4,117.25
			36	Furnish & Install 18" Apron Endwall	EA	7	\$1,200.00	\$8,400.00	\$1,430.00	\$10,010.00	\$1,325.00	\$9,275.00	\$3,235.00	\$23,275.00
			37	Furnish & Install 24" Apron Endwall	EA	1	\$1,360.00	\$1,360.00	\$1,600.00	\$1,600.00	\$1,500.00	\$1,500.00	\$3,940.00	\$3,940.00
			38	Furnish & Install 30" Apron Endwall	EA	1	\$1,580.00	\$1,580.00	\$2,200.00	\$2,200.00	\$1,740.00	\$1,740.00	\$5,325.00	\$5,325.00
			39	Furnish & Install 6" Storm Lateral	LF	750	\$55.00	\$41,250.00	\$31.00	\$23,250.00	\$50.00	\$37,500.00	\$59.50	\$44,625.00
			40	Furnish & Install 12" Inlet Lead	LF	100	\$79.00	\$7,900.00	\$86.00	\$8,600.00	\$66.50	\$6,650.00	\$72.70	\$7,270.00
			41	Furnish & Install 15" Inlet Lead	LF	40	\$82.00	\$3,280.00	\$90.00	\$3,600.00	\$70.00	\$2,800.00	\$79.30	\$3,172.00
			42	Furnish & Install Standard Storm Maintenance Hole	VF	35	\$570.00	\$19,950.00	\$760.00	\$26,600.00	\$655.00	\$22,925.00	\$735.00	\$25,725.00
			43	Furnish & Install 60 inch dia Storm Maintenance Hole	VF	25	\$960.00	\$24,000.00	\$1,370.00	\$34,250.00	\$1,140.00	\$28,500.00	\$1,215.00	\$30,375.00
			44	Furnish & Install 72" dia Storm Maintenance Hole	VF	12	\$1,190.00	\$14,280.00	\$1,600.00	\$19,200.00	\$1,240.00	\$14,880.00	\$1,414.00	\$16,968.00
			45	Furnish & Install Storm Maintenance Hole Casting	EA	9	\$815.00	\$7,335.00	\$800.00	\$7,200.00	\$535.00	\$4,815.00	\$748.00	\$6,732.00
			46	Furnish & Install Short Storm Maintenance Hole Casting	EA	3	\$1,050.00	\$3,150.00	\$1,100.00	\$3,300.00	\$775.00	\$2,325.00	\$555.00	\$1,665.00
			47	Furnish & Install Type E Inlet w/ Type C Casting	EA	20	\$2,025.00	\$40,500.00	\$1,600.00	\$32,000.00	\$3,000.00	\$60,000.00	\$2,917.00	\$58,340.00
			48	Furnish & Install Yard Drain with Neenah R-4342 Casting	EA	2	\$2,520.00	\$5,040.00	\$1,700.00	\$3,400.00	\$2,550.00	\$5,100.00	\$3,990.00	\$7,980.00
			49	Furnish & Install 15" Sanitary Sewer	LF	349	\$84.00	\$29,316.00	\$120.00	\$41,880.00	\$109.00	\$38,041.00	\$148.25	\$51,739.25
			50	Furnish & Install 12" Sanitary Sewer	LF	394	\$78.00	\$30,732.00	\$107.00	\$42,158.00	\$85.00	\$33,490.00	\$136.60	\$53,820.40
			51	Furnish & Install 8" Sanitary Sewer	LF	35	\$103.00	\$3,605.00	\$108.00	\$3,780.00	\$66.00	\$2,310.00	\$103.00	\$3,605.00
			52	Furnish & Install 4" Sanitary Lateral	LF	500	\$66.00	\$33,000.00	\$64.00	\$32,000.00	\$42.00	\$21,000.00	\$103.50	\$51,750.00
			53	Furnish & Install Sanitary Maintenance Hole	VF	27	\$585.00	\$15,795.00	\$570.00	\$15,390.00	\$500.00	\$13,500.00	\$542.00	\$14,634.00
			54	Furnish & Install Sanitary Maintenance Hole Casting	EA	2	\$900.00	\$1,800.00	\$580.00	\$1,160.00	\$550.00	\$1,100.00	\$1,000.00	\$2,000.00
			55	Adjust Sanitary MH Casting	EA	7	\$565.00	\$3,955.00	\$700.00	\$4,900.00	\$760.00	\$5,320.00	\$777.00	\$5,439.00
			56	Furnish & Install 12" Water Main	LF	730	\$94.00	\$68,620.00	\$98.00	\$71,540.00	\$90.00	\$66,700.00	\$119.50	\$87,235.00
			57	Furnish & Install 8" Water Main	LF	62	\$75.00	\$4,650.00	\$79.00	\$4,898.00	\$67.00	\$4,154.00	\$117.50	\$7,285.00
			58	Furnish & Install 6" Hydrant Lead	LF	9	\$125.00	\$1,125.00	\$61.00	\$549.00	\$53.00	\$477.00	\$85.00	\$765.00
			59	Furnish & Install Hydrant	EA	3	\$5,340.00	\$16,020.00	\$6,100.00	\$18,300.00	\$5,930.00	\$17,790.00	\$6,648.00	\$19,944.00
			60	Furnish & Install 12" Gate Valve w/ Box	EA	4	\$5,570.00	\$22,280.00	\$5,000.00	\$20,000.00	\$4,800.00	\$19,200.00	\$5,338.00	\$21,352.00
			61	Furnish & Install 8" Gate Valve w/ Box	EA	1	\$2,445.00	\$2,445.00	\$2,700.00	\$2,700.00	\$2,802.00	\$2,802.00	\$3,200.00	\$3,200.00
			62	Furnish & Install 6" Gate Valve w/ Box	EA	3	\$1,730.00	\$5,190.00	\$1,900.00	\$5,700.00	\$2,100.00	\$6,300.00	\$2,332.00	\$6,996.00
			63	Furnish & Install 1" Water Service	LF	210	\$49.00	\$10,290.00	\$29.00	\$6,090.00	\$27.00	\$5,670.00	\$142.00	\$29,820.00
			64	Furnish & Install 1" Curb Box (Complete)	EA	12	\$850.00	\$10,200.00	\$600.00	\$7,200.00	\$975.00	\$11,700.00	\$1,239.00	\$14,868.00
			65	Furnish & Install Conduit Non-Metal, SCH80, 2"	LF	2,744	\$10.30	\$28,263.20	\$10.50	\$28,812.00	\$16.00	\$43,904.00	\$18.60	\$51,038.40
			66	Furnish & Install Pull Boxes, Non-conductive 24" by 42"	EA	3	\$1,900.00	\$5,700.00	\$1,943.00	\$5,829.00	\$4,812.00	\$14,436.00	\$2,545.00	\$7,635.00
			67	Furnish & Install Concrete Base, Type 5	EA	13	\$1,105.00	\$14,365.00	\$1,130.00	\$14,690.00	\$1,908.00	\$24,804.00	\$2,090.00	\$27,170.00
			68	Remove existing pull box	EA	1	\$103.00	\$103.00	\$105.00	\$105.00	\$718.00	\$718.00	\$115.00	\$115.00
			69	Furnish & Install 12" Stone Base	SY	10,042	\$10.00	\$100,420.00	\$10.00	\$100,420.00	\$9.33	\$93,691.86	\$16.70	\$167,701.40
			70	Furnish & Install Extra Stone Base	TON	250	\$14.40	\$3,600						



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**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: Finance Committee

FROM: Dean R. Gazza

DATE: 1/8/2024

RE: Action: Request to sole source a contract to McMahon for design, bidding, and construction oversight for the 2024 Wastewater Hardscapes Improvement Project, for a contract fee of \$56,600 and a contingency of 5% to not exceed a total contract amount of \$59,430.

This memo is a request to sole source a contract to McMahon for design, bidding, and construction oversight for the 2024 Wastewater Hardscapes Improvement Project. This will be the fifth and final phase in a multi-year hardscape and stormwater upgrades project. On large complex multi-year projects, the process of issuing contracts is different than issuing a one-time contract. For this type of project, contracts are issued as the work is being performed year to year, to align with the City's budget. Unless the design firm does not deliver, meet expectations, or their fees are not in alignment with previous contracts, the City will sole source the contracts until the work is completed. For multi-year projects to be successful, it is necessary to only have one design firm involved from beginning to end. In moving forward with the 2024 Wastewater Hardscapes Improvement Project, McMahon has provided a detailed proposal for the 2024 Wastewater Hardscapes Improvement Project with a competitive project fee of \$56,500.

The 2024 Capital Improvement Budget allocated monies to replace the road leading from the F2-Building to the Final Clarifiers, along with the road from the B-Building to the lower receiving station. Overall, the road replacement will include stormwater modeling, demolition, new base, new storm sewer, and new concrete pavement.

In 2020 we solicited proposals from professional consulting firms to fully design, conduct stormwater modeling, create construction documents, and construction administration services for the Wastewater Treatment Plant 2020 Hardscapes Improvement Project (phase 1). Through the selection process, McMahon was awarded the contract. Then again in 2021 we solicited proposals from professional consulting firms to fully design, conduct stormwater modeling, create construction documents, and construction administration services for the 2021 Wastewater Hardscapes Improvements Project (phase 2). Through that selection process, McMahon was again awarded the contract. In 2022 and 2023 a sole source contract was approved and awarded to

McMahon for professional services needed to complete the third and fourth phase of the AWWTP Hardscapes Improvement Project.

McMahon has an unsurpassed knowledge of the current hardscape infrastructure, current site conditions, and stormwater modeling from the four previous projects completed to date. Based upon McMahon's previous experience along with the proposals and selection process from the four previous years, PRFMD is requesting sole sourcing the 2024 Wastewater Hardscapes Improvement Project professional services to McMahon in the amount of \$56,600 with a contingency of 5% only to be utilized as needed. PRFMD believes that the department's choice of McMahon will ensure that the investment is fully maximized based on their past work and continued continuity throughout a highly complex and technical multi-year project.

**RECOMMENDATION:**

Award sole source contract to McMahon for design, bidding, and construction oversight for the 2024 Wastewater Hardscapes Improvement Project, for a contract fee of \$56,600 and a contingency of 5% to not exceed a total contract amount of \$59,430.

Please feel free to contact me at 832-5572 with any questions, or by email at [dean.gazza@appleton.org](mailto:dean.gazza@appleton.org).



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**PARKS, RECREATION & FACILITIES  
MANAGEMENT**

**Dean R. Gazza, Director**

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Email - [dean.gazza@appleton.org](mailto:dean.gazza@appleton.org)

**To:** Finance Committee

**From:** Dean R. Gazza, Director of Parks, Recreation and Facilities Management

**Date:** January 8, 2024

**Re:** Action: Award "Municipal Services Building Furniture Upgrades" to Nordon Business Environments in the amount of \$189,135.72.

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The 2024 Capital Improvement Plan includes funding for furniture upgrades at the Municipal Services Building (MSB). Existing furniture is 26 years old, with signs of wear, lack of storage, and poor ergonomics. Existing furniture will be repurposed throughout MSB maintenance and shop areas. New furniture will replace existing worn furniture, include ergonomic and adjustable height workstations, and provide adequate storage for supplies. A total of 31 workstations and two conference rooms will receive updates.

This memo is a request to sole source a contract to Nordon Business Environments to purchase new workstations at MSB in the amount of \$189,135.72. The amount includes new furniture and labor for removal, disposal, and installation. Though this is a sole source to the only Haworth provider locally, the pricing was competitively obtained by utilizing the US Communities Government Purchasing Alliance Contract. Furthermore, Nordon was able to bundle this purchase with other current City furniture upgrades resulting in a vendor discount of \$10,000.00 for this project.

The City has adopted a standard of using Haworth workstations throughout City of Appleton facilities. By developing a standard, components can be modified or reused as changes are made in the future. Overall, it is typical practice for any organization to adopt a standard to allow for maximum flexibility and usage of the investment since this modular workstation furniture can be set-up in various configurations and components can be deleted/added as needed.

The City of Appleton is eligible to obtain government pricing which this project qualifies for, therefore ensuring we are getting the lowest possible pricing available through the US Communities Government Purchasing Alliance Contract, Haworth Contract #4400003402.

Please feel free to contact me at 832-5572 with any questions, or by email at [dean.gazza@appleton.org](mailto:dean.gazza@appleton.org).

**1-24**

**AN ORDINANCE AMENDING SECTION 19-5 OF CHAPTER 19 OF THE MUNICIPAL CODE OF THE CITY OF APPLETON, RELATING TO THE ERECTION OF OFFICIAL TRAFFIC SIGNS AND SIGNALS.**

(Municipal Services Committee 12-20-2023)

The Common Council of the City of Appleton does ordain as follows:

**Section 1:** That Section 19-5 of Chapter 19 of the Municipal Code of the City of Appleton, relating to the erection of official traffic signs and signals, is hereby created as follows:

**INSTALL STOP SIGN ON:**

Vine Street at Tonka Street

**Section 2:** This Ordinance shall be in full force and effect from and after its passage and publication, and upon its passage and publication, the Traffic Engineer is authorized and directed to erect and maintain the appropriate standard traffic signs, signals and markings, giving notice of the provisions of this Ordinance.

**2-24**

**AN ORDINANCE AMENDING SECTION 19-5 OF CHAPTER 19 OF THE MUNICIPAL CODE OF THE CITY OF APPLETON, RELATING TO THE ERECTION OF OFFICIAL TRAFFIC SIGNS AND SIGNALS.**

(Municipal Services Committee 12-20-2023)

The Common Council of the City of Appleton does ordain as follows:

**Section 1:** That Section 19-5 of Chapter 19 of the Municipal Code of the City of Appleton, relating to the erection of official traffic signs and signals, is hereby created as follows:

**INSTALL STOP SIGN ON:**

Fountain Avenue at Plaza Drive

**Section 2:** This Ordinance shall be in full force and effect from and after its passage and publication, and upon its passage and publication, the Traffic Engineer is authorized and directed to erect and maintain the appropriate standard traffic signs, signals and markings, giving notice of the provisions of this Ordinance.

**3-24**

**AN ORDINANCE AMENDING SECTION 19-86 OF CHAPTER 19 OF THE MUNICIPAL CODE OF THE CITY OF APPLETON, RELATING TO PARKING RESTRICTIONS.  
(Municipal Services Committee 12-20-2023)**

The Common Council of the City of Appleton does ordain as follows:

**Section 1:** That Section 19-86 of Chapter 19 of the Municipal Code of the City of Appleton, relating to parking restrictions, is hereby repealed:

***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.”

**Section 2:** This ordinance shall be in full force and effect from and after its passage and publication, and upon its passage and publication, the Traffic Engineer is authorized and directed to make the necessary changes in the Parking District Map in accordance with this Ordinance.

**4-24**

**AN ORDINANCE AMENDING CHAPTER 23 OF THE MUNICIPAL CODE OF THE CITY OF APPLETON AND THE OFFICIAL ZONING MAP WHICH IS A PART THEREOF, BY MAKING THE FOLLOWING CHANGES IN THE DISTRICT AS NOW PROVIDED.**

(City Plan Commission 1-17-2024)

The Common Council of the City of Appleton does ordain as follows:



**Section 1:** That Zoning Ordinance, Chapter 23 of the Municipal Code of the City of Appleton and the Official Zoning Map, which is a part thereof, is amended by making the following changes:

To rezone lands located at the southwest corner of East Wisconsin Avenue and North Lawe Street (Tax Id #31-1-0017-00), 1212 North Union Street (Tax Id #31-1-0024-00), and 605 East Wisconsin Avenue (Tax Id #31-1-0025-00), including to the center line of the adjacent street right-of-way from C-2 General Commercial District to C-1 Neighborhood Mixed Use District. (Rezoning #9-23 – Stephen Zei, owner and Tom Klister of Fore Investment Group, applicant)

**LEGAL DESCRIPTION:**

North Lawe Street – 31-1-0017-00

*Herman Erbs Addn 1WD Lots 1 & 2 Blk 1 less Doc #1863193 for R/W, including to the centerline of the adjacent road right-of-way, City of Appleton, Outagamie County, Wisconsin.*

1212 North Union Street – 31-1-0024-00

*Herman Erbs Addn 1WD S1/2 of Lot 7 and S1/2 of Lot 8 Blk 1, including to the centerline of the adjacent road right-of-way, City of Appleton, Outagamie County, Wisconsin.*

605 East Wisconsin Avenue – 31-1-0025-00

*Herman Erbs Addn 1WD N1/2 of Lot 7 and N1/2 of Lot 8 Blk 1 less Doc #1863193 for R/W, including to the centerline of the adjacent road right-of-way, City of Appleton, Outagamie County, Wisconsin.*

**COMMON DESCRIPTION:**

The parcel on the southwest corner of East Wisconsin Avenue and North Lawe Street (Tax Id #31-1-0017-00), 1212 North Union Street (Tax Id #31-1-0024-00), and 605 East Wisconsin Avenue (Tax Id #31-1-0025-00), including to the center line of the adjacent street right-of-way

**Section 2:** This Ordinance shall be in full force and effect from and after its passage and publication, and upon its passage and publication the Director of Community and Economic Development is authorized and directed to make the necessary changes to the Official Zoning Map in accordance with this Ordinance.

**AN ORDINANCE AMENDING SECTION 9-52 OF CHAPTER 9 OF THE MUNICIPAL CODE OF THE CITY OF APPLETON, RELATING TO OPERATION OF PREMISES LICENSED FOR RETAIL SALES.**

(Safety and Licensing Committee – 12-20-2023)

The Common Council of the City of Appleton does ordain as follows:

**Section 1:** That Section 9-52 of Chapter 9 of the Municipal Code of the City of Appleton, relating to operation of premises licensed for retail sales, is hereby amended to read as follows:

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

All 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 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” 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. 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.

- (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 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.

**Section 2:** This ordinance shall be in full force and effect from and after its passage and publication.

## **6-24**

### **AN ORDINANCE AMENDING SECTION 9-74 OF CHAPTER 9 OF THE MUNICIPAL CODE OF THE CITY OF APPLETON, RELATING TO APPLICATION.**

(Safety and Licensing Committee – 12-20-2023)

The Common Council of the City of Appleton does ordain as follows:

**Section 1:** That Section 9-74 of Chapter 9 of the Municipal Code of the City of Appleton,

relating to application, is hereby amended to read as follows:

**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 W.S.A. §125.51(1)(c). Application for an operator's license shall be made pursuant to W.S.A. §125.04.

**Section 2:** This ordinance shall be in full force and effect from and after its passage and publication.

**7-24**

**AN ORDINANCE AMENDING SECTION 9-75 OF CHAPTER 9 OF THE MUNICIPAL CODE OF THE CITY OF APPLETON, RELATING TO CLASSES OF LICENSES; FEES.**

(Safety and Licensing Committee – 12-20-2023)

The Common Council of the City of Appleton does ordain as follows:

**Section 1:** That Section 9-75 of Chapter 9 of the Municipal Code of the City of Appleton, relating to classes of licenses; fees, is hereby amended to read as follows:

**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 Reserve “Class B” intoxicating liquor licenses shall be determined pursuant to W.S.A. §125.51(4)(br).
  - b. A Reserve “Class 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 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) days.

(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.

(11) 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 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).

(12) 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.

(13) 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. This license may be issued by the City Clerk to a person who has applied for a temporary beverage operator's license.
- 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.

(14) 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, 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 at the time of application, the remainder of the applicable license fee to be required 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).

**Section 2:** This ordinance shall be in full force and effect from and after its passage and publication.

## **8-24**

### **AN ORDINANCE AMENDING SECTION 9-76 OF CHAPTER 9 OF THE MUNICIPAL CODE OF THE CITY OF APPLETON, RELATING TO RESTRICTIONS ON ISSUANCE.**

(Safety and Licensing Committee – 12-20-2023)

The Common Council of the City of Appleton does ordain as follows:

**Section 1:** That Section 9-76 of Chapter 9 of the Municipal Code of the City of Appleton, relating to restrictions on issuance, is hereby amended to read as follows:

#### **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 retail alcohol license shall be issued to any person acting as agent for or in the employ

of another, except that for Class “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 Class “B” fermented malt beverage and “Class 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 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 Class “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.

**Section 2:** This ordinance shall be in full force and effect from and after its passage and publication.

**9-24**

**AN ORDINANCE AMENDING SECTION 9-77 OF CHAPTER 9 OF THE MUNICIPAL CODE OF THE CITY OF APPLETON, RELATING TO INVESTIGATION OF APPLICANT FOR ALCOHOL LICENSES.**

(Safety and Licensing Committee – 12-20-2023)

The Common Council of the City of Appleton does ordain as follows:

**Section 1:** That Section 9-77 of Chapter 9 of the Municipal Code of the City of Appleton, relating to investigation of applicant for alcohol licenses, is hereby amended to read as follows:

**Sec. 9-77. Investigation of applicant for alcohol licenses.**

(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 license. These officers shall inspect or cause to be inspected each application for a retail alcohol 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 complies 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 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.

**Section 2:** This ordinance shall be in full force and effect from and after its passage and publication.

**10-24**

**AN ORDINANCE AMENDING SECTION 9-79 OF CHAPTER 9 OF THE MUNICIPAL CODE OF THE CITY OF APPLETON, RELATING TO APPEAL OF DENIAL.**

(Safety and Licensing Committee – 12-20-2023)

The Common Council of the City of Appleton does ordain as follows:

**Section 1:** That Section 9-79 of Chapter 9 of the Municipal Code of the City of Appleton, relating to appeal of denial, is hereby amended to read as follows:

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

If the investigating authority denies an application for a license under this division, the City Clerk shall forthwith notify the applicant 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 and shall report its recommendation to the Common Council, which shall grant or deny the license.

**Section 2:** This ordinance shall be in full force and effect from and after its passage and publication.

**11-24**

**AN ORDINANCE AMENDING SECTION 9-82(b) OF CHAPTER 9 OF THE MUNICIPAL CODE OF THE CITY OF APPLETON, RELATING TO IMPROPER EXHIBITIONS.**

(Safety and Licensing Committee – 12-20-2023)

The Common Council of the City of Appleton does ordain as follows:

**Section 1:** That Section 9-82(b) of Chapter 9 of the Municipal Code of the City of Appleton, relating to improper exhibitions, is hereby amended to read as follows:

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

(b) For the purposes of this ordinance, the term "licensed premises" means any establishment licensed by the Common Council 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 C" license granted by the Common Council of the City of Appleton pursuant to Ch. 125, Stats.

**Section 2:** This ordinance shall be in full force and effect from and after its passage and publication.

**AN ORDINANCE CREATING DIVISION 4 OF ARTICLE X OF CHAPTER 9 OF THE MUNICIPAL CODE OF THE CITY OF APPLETON, RELATING TO MISCELLANEOUS SALES; FIREWORKS SALES.**

(Safety and Licensing Committee – 12-20-2023)

The Common Council of the City of Appleton does ordain as follows:

**Section 1:** That Division 4 of Article X of Chapter 9 of the Municipal Code of the City of Appleton, relating to miscellaneous sales; fireworks sales, is hereby created to read as follows:

ARTICLE X. MISCELLANEOUS SALES

DIVISION 4. FIREWORKS SALES

**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.

**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.

**Section 2:** This ordinance shall be in full force and effect from and after its passage and publication.