



City of Appleton

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

Meeting Agenda - Final Municipal Services Committee

Monday, July 22, 2024

4:30 PM

Council Chambers, 6th Floor

1. Call meeting to order
2. Pledge of Allegiance
3. Roll call of membership
4. Approval of minutes from previous meeting

[24-0945](#) Minutes from June 24, 2024

Attachments: [06-24-2024 MSC Minutes.pdf](#)

5. Public Hearing/Appearances

6. Action Items

[24-0946](#) Approve the request from The 513 Appleton, LLC for a permanent street occupancy permit at 513 W. College Avenue for five exterior sconce lights to extend into the College Avenue right-of-way approximately 5 inches at a height of approximately 11 feet and greater.

Attachments: [The 513 Appleton LLC - Permanent Occupancy Permit App College Ave MSC 0](#)

[24-0947](#) Approve Utility Easement Release of Rights for I-41 Project Water Main Relocation

Attachments: [I-41 Ballard Ease Release MSC Memo w Attachments 07-22-2024.pdf](#)

[24-0948](#) Approve State/Municipal Agreement for the design and construction of the Lawe Street Bridge over the Navigational Canal.

Attachments: [4984-24-76_77 C APPLETON, LAWE STREET, STATE MUNICIPAL AGREEM](#)

[24-0949](#) Approve ordinance changes related to the B-24 Summit St Reconstruction Project (Packard St to Elsie St).

Attachments: [Summit \(Packard to Elsie\) B-24 Parking Changes.pdf](#)

[24-0950](#) Approve ordinance changes related to the B-24 Summit St Reconstruction Project (Prospect Av to Fourth St)

Attachments: [Summit \(Prospect to Fourth\) B-24 Parking Changes.pdf](#)

7. Information Items

8. Adjournment

Notice is hereby given that a quorum of the Common Council may be present during this meeting, although no Council action will be taken.

Reasonable Accommodations for Persons with Disabilities will be made upon Request and if Feasible.



City of Appleton

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Meeting Minutes - Final Municipal Services Committee

Monday, June 24, 2024

4:30 PM

Council Chambers, 6th Floor

1. Call meeting to order

2. Pledge of Allegiance

Present: 5 - Fenton, Doran, Meltzer, Siebers and Firkus

3. Roll call of membership

4. Approval of minutes from previous meeting

[24-0837](#)

Minutes from June 10, 2024

Attachments: [06-10-24 MSC Minutes.pdf](#)

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

Aye: 5 - Fenton, Doran, Meltzer, Siebers and Firkus

5. **Public Hearing/Appearances**

6. **Action Items**

[24-0838](#)

Approve the request from Rise Apartments, LLC for a permanent street occupancy permit at 113 W. Harris Street for two door swing areas and two associated concrete stoops to extend into the Harris Street right-of-way a maximum of 4 feet.

Attachments: [Rise Apartments LLC - Permanent Occupancy Permit App MSC 06-24-2024.pdf](#)

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

Aye: 5 - Fenton, Doran, Meltzer, Siebers and Firkus

[24-0839](#)

Approve the request to extend street occupancy permit 24-027-T from The Boldt Company for a street occupancy permit for the Fox Commons City Center Plaza project along College Avenue from City Center East to the entrance of City Center West for a period ending on August 15, 2024.

Attachments: [Boldt College Ave Occupancy Permit Extension MSC final 06-24-2024.pdf](#)

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

Aye: 5 - Fenton, Doran, Meltzer, Siebers and Firkus

[24-0754](#)

Approve the request from Lil Taco for a street occupancy permit to place tables and chairs at 106 S. State Street.

Attachments: [4 Lil Taco Tables & Chairs Permit.pdf](#)
[24-0754 Lil Taco Occupancy Permit App - Comments for 06-24-24 MSC Mtg Minutes.pdf](#)

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

Aye: 4 - Fenton, Doran, Meltzer and Firkus

Nay: 1 - Siebers

[24-0766](#)

Resolution #7-R-24 To Rescind the No Mow May Ordinance Language

Attachments: [#7-R-24 Rescind No Mow May.pdf](#)
[WeedComplaintData_MSC_Memo06062024.pdf](#)
[No Mow May Resolution Resident Handout.pdf](#)
[No Mow May Resolution Substitute AS AMENDED.pdf](#)

Amended by substitution (as attached).

Meltzer moved, seconded by Fenton, that the Report Action Item amended by substitution (as attached). Roll Call. Motion carried by the following vote:

Aye: 3 - Fenton, Meltzer and Siebers

Nay: 2 - Doran and Firkus

Fenton moved, seconded by Meltzer to amend the amendment to change commercial to "undeveloped" and "rear yards and side yard of developed lots up to a height of 12" and "front yards" be maintained no higher than 8". Roll Call. Motion failed by the following vote:

Aye: 2 - Fenton and Meltzer

Nay: 3 - Doran, Siebers and Firkus

Amended the amendment from 12" to 10".

**Meltzer moved, seconded by Fenton to amend the amendment from 12" to 10".
Roll Call. Motion carried by the following vote:**

Aye: 3 - Fenton, Meltzer and Siebers

Nay: 2 - Doran and Firkus

Meltzer moved, seconded by Fenton, that the Report Action Item be recommended for approval as amended, as reflected in the attached document, No Mow May Resolution Substitute, As Amended. Roll Call. Motion carried by the following vote:

Aye: 3 - Fenton, Meltzer and Siebers

Nay: 2 - Doran and Firkus

7. Information Items

8. Adjournment

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

Aye: 5 - Fenton, Doran, Meltzer, Siebers and Firkus



PERMIT TO OCCUPY THE PUBLIC RIGHT-OF-WAY

Permit #: - -
Effective Date:
Expiration Date:
Fee: \$40.00
Paid (yes or no): Yes/7097-0001

Rev. 04-10-15

Applicant Information
Name (print): Kolby Knuth
Address: 513 W. College Ave
Appleton, WI 54911
Company: The 513 Appleton LLC
Telephone: 9202096626
e-mail: kolby.knuth@gmail.com
Applicant Signature: [Signature]
Date: 07/02/2024

Occupancy Information
General Description: Installation of five exterior sconce lights that will protrude 5 inches from the existing facade on the College Avenue side of the building, approximately 11 ft above ground level.
Street Address: 513 W. College Ave, Appleton, WI 54911
Tax Key No.: 31-3-1005-00

Occupancy Type: Permanent (\$40)
Sub-Type: Obstruction / Other
Location: Sidewalk

Additional Requirements
[X] Plan/Sketch
[X] Certificate of Insurance
[] Bond
[] Other:

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

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

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

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

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



New
Fixtures



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/9/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The McClone Agency, Inc. PO Box 389 Menasha WI 54952	CONTACT NAME: Certificate Department PHONE (A/C. No. Ext): 800-236-1034 E-MAIL ADDRESS: certificate@mcclone.com		FAX (A/C. No): 920-725-3233
	License#: 100197861 513APPL-01		INSURER(S) AFFORDING COVERAGE INSURER A : SECURA Insurance Company NAIC # 22543 INSURER B : SFM-State Fund Mutual 11347 INSURER C : INSURER D : INSURER E : INSURER F :
INSURED The 513 Appleton LLC 513 W College Ave Appleton WI 54911			

COVERAGES **CERTIFICATE NUMBER:** 2004217422 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		CP3374909	10/1/2023	10/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CP3374909	10/1/2023	10/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CU3374910	10/1/2023	10/1/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
B	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N	N / A	155233.202	10/1/2023	10/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 City of Appleton is Additional Insured with respect to General Liability.

CERTIFICATE HOLDER

CANCELLATION

City of Appleton
 100 North Appleton Street
 Appleton WI 54911

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Insurance and Bond Coverage:

Insurance Carrier: Secura Insurance

Insurance Agent Name and Phone Number: The McClone Agency Inc. - 800-236-1034

Policy Number: CP3374909

Policy Period: 10/01/2023 - 10/1/2024

* Bond Carrier: _____

* Bond Agent Name and Phone Number: _____

* Bond Number: _____

* Bond Period: _____

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

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

Company Name: The 513 Appleton LLC & Bela Development LLC

Print Name: Kolby Knuth

Signature: 

Date: 07/09/2024

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

- Plumbing in the public right-of-way: \$5,000.00 Performance Bond (Code Section 4-265)*
- Sewer lateral sealing in the public right-of-way: \$5,000.00 Performance Bond (Code Section 4-188(c))*
- Moving of Buildings: \$2,000.00 Performance Bond (Code Section 4-207(5))*
- Cement Finisher's License: \$2,000.00 Performance Bond (Municipal Code Section 9-33)*



DEPARTMENT OF
**PUBLIC
WORKS**

MEMORANDUM

Date: 07/16/2024
To: Municipal Services Committee
From: Pete Neuberger, Deputy Director of Public Works
Mark Lahay, Assistant City Engineer
Subject: Approve Utility Easement Release of Rights for I-41 Project Water Main Relocation

This request is related to the Ballard Road / I-41 interchange project scheduled for 2025 construction. Currently, the City has a water main within an easement just outside of the DOT's right of way along I-41. This water main needs to be relocated due to the widening of I-41 and Ballard Road. The City will be reimbursed by the DOT for this water main relocation.

The new location for the relocated water main will be just inside the DOT's new right of way. Because the DOT's new right of way will encompass the area where the City has an easement, the City needs to release the rights to this easement.

The Department of Public Works requests approval for City signature of the three attached WisDOT documents, (DT2216, DT1660, DT1661) to continue with the water main relocation process and WisDOT reimbursement.

TEMPORARY CONSTRUCTION EASEMENT

Wisconsin Department of Transportation
DT2216 7/2017 s.84.09(1) Wis. Stats.

City of Appleton, Grantor, which has an interest in the lands described below, grants to the Wisconsin Department of Transportation, Grantee, the right and permission to occupy Grantor's easement area for highway improvement purposes, which may include but are not limited to: 1) Constructing slopes and drainage facilities on the following described lands, including the right to operate necessary equipment thereon; 2) The right of ingress and egress, as long as required for such public purpose, including the right to preserve, protect, remove or plant thereon any vegetation that the highway authorities may deem desirable to prevent erosion of the soil, provided such activities are consistent with the rights held by the Grantor under its easement.

Legal Description:
SEE ATTACHED

This Temporary Construction Easement establishes the right of Grantee to occupy lands on which Grantor has easement interests. However, Grantor reserves to itself the right to continue to use said easement area with its present and future overhead and/or underground facilities in a manner which is consistent with this grant, and further, that the costs of any relocation or alteration of any facilities of Grantor required by Grantee to accomplish its work, now or in the future, will be paid by Grantee.

This Temporary Construction Easement shall terminate upon completion of Construction Project No. 1130-65-76 for which this instrument is given.

The Grantor has an easement or prescriptive right and therefore grants this Temporary Construction Easement as a holder of a property interest and not as a property owner.

The Grantor's easement is recorded as SEE ATTACHED in the OUTAGAMIE County Register of Deeds Office or exists by prescriptive rights as defined by Section 893.28 Wisconsin Statutes.

The undersigned certify that this instrument is executed with the full right, power and authority to do so on behalf of GRANTOR.

City of Appleton

(Grantor Name)

(Signature)

(Date)

(Title)

(Print Name)

(Signature)

(Date)

(Title)

(Print Name)

Temporary Construction Easement Legal Description

All that part of the lands subject to the Grantor's easements or interests included in lands acquired for the improvement of IH 41 by the Grantee in:

Parcel(s) 185 of transportation project plat 1130-63-21-4.18 Amendment No. 1, recorded as document #2310893 recorded in Outagamie County, Wisconsin.

Parcel Number	Interest/Right Document Number	Parcel Identification Number/Tax Key Number
185	2124391, 932337	311600400

CONVEYANCE OF RIGHTS IN LAND (Non-Fee Land Interests)

Wisconsin Department of Transportation
Exempt from-filing transfer form s.77.21(1) Wis. Stats.
DT1660 01/2022 s.84.09(1) Wis. Stats.

City of Appleton, GRANTOR, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, grants and conveys any and all rights and interest which, by virtue of prior title, easement, license, or other legal devices, GRANTOR holds in the land described below to the State of Wisconsin, Department of Transportation, GRANTEE, for the purposes of constructing, operating, and maintaining a public highway and appurtenant facilities on, over, under, or across the said land; provided, however that GRANTOR reserves to itself the subordinate right to cross, traverse, or otherwise occupy said land with its present and future overhead or underground transmission lines, appurtenant facilities, and supporting structures in a manner consistent with the purposes of this conveyance and in a manner which will not interfere with normal highway maintenance and operation; provided, further, that the costs of any relocation or alteration, now or in the future, of the transmission lines, appurtenant facilities, or supporting structures when required by the GRANTEE for any reason, including accommodating future expanded or additional highway facilities on, over, under or across said land, will be paid by the GRANTEE; provided, however, that the costs of such relocation or alteration, or of the installation of new or additional facilities when done at the instance of and for the purposes of the GRANTOR, will be defrayed by the GRANTOR.

This conveyance shall be binding on the GRANTOR, GRANTEE, and their respective successors and assigns.

Other persons having an interest in record in the property: None

This space is reserved for recording data

Return to
Division of Transportation System Development
Northeast Region
Utility Unit
944 Vanderperren Way
Green Bay WI 54304-5344

Parcel Identification Number/Tax Key Number
See attached

Legal Description

See attached

The undersigned certify that this instrument is executed with the full right, power and authority to do so on behalf of Grantor.

Acknowledgement

City of Appleton

(Grantor Name)

(Signature)

(Title)

(Print Name)

(Signature)

(Title)

(Print Name)

(Date)

State of _____)
) ss.
_____ County)

On the above date, this instrument was acknowledged before me by the named person(s).

The signer was: _____ Physically in my presence. OR
_____ In my presence involving the use of communication technology.

(Signature, Notary Public)

(Print or Type Name, Notary Public)

(Date Commission Expires)

Conveyance of Rights in Land Legal Description

All that part of the lands subject to the Grantor's easements or interests included in lands acquired for the improvement of IH 41 by the Grantee in:

Parcel(s) 191 of transportation project plat 1130-63-21-4.19, recorded as document #2305125 recorded in Outagamie County, Wisconsin.

Parcel Number	Interest/Right Document Number	Parcel Identification Number/Tax Key Number
191	1583186, 1613103	311660100

QUIT CLAIM DEED By Utility (Non-Fee Land Interests)

Wisconsin Department of Transportation
Exempt from-filing transfer form s.77.21(1) Wis. Stats.
DT1661 9/2020 s.84.09(1) Wis. Stats.

THIS DEED, made by **City of Appleton**, GRANTOR, a utility authorized to transact business in the State of Wisconsin, quit claims to the State of Wisconsin, Department of Transportation, GRANTEE, all of its title, rights, or interests in and to the lands described, reserving to itself the ownership and title of its facilities or personalities occupying the described lands, and which the GRANTOR, at its own cost and expense will remove from the lands, or will so relocate, change, or alter that they will not interfere with or be interfered with by the normal operation and maintenance of a public highway on the described lands, for the sum of One Dollar (\$1.00) and other good and valuable consideration.

Other persons having an interest in record in the property: NONE

Legal Description
SEE ATTACHED

This space is reserved for recording data

Return to
Division of Transportation System Development
Northeast Region
Utility Unit
944 Vanderperren Way
Green Bay WI 54304-5344

Parcel Identification Number/Tax Key Number
SEE ATTACHED

GRANTOR, a utility organized and existing under the laws of the State of WISCONSIN with its principal place of business at 1900 GRAND CHUTE BOULEVARD, CITY of APPLETON County of OUTAGAMIE State of WISCONSIN.

The undersigned certify that this instrument is executed with the full right, power and authority to do so on behalf of GRANTOR.

Acknowledgement

City of Appleton

(Grantor Name)

(Signature)

(Title)

(Print Name)

(Signature)

(Title)

(Print Name)

(Date)

State of _____)
) ss.
_____ County)

On the above date, this instrument was acknowledged before me by the named person(s).

The signer was: _____ Physically in my presence. OR
_____ In my presence involving the use of communication technology.

(Signature, Notary Public)

(Print or Type Name, Notary Public)

(Date Commission Expires)

**Quit Claim Deed
Legal Description**

All that part of the lands subject to the Grantor's easements or interests included in lands acquired for the improvement of IH 41 by the Grantee in:

Parcel(s) 180, 185 of transportation project plat 1130-63-21-4.18 Amendment No. 1, recorded as document #2310893 recorded in Outagamie County, Wisconsin.

Parcel Number	Interest/Right Document Number	Parcel Identification Number/Tax Key Number
180	932337	311600800
185	2124391, 932337	311600400



**STATE/MUNICIPAL AGREEMENT
FOR A STATE- LET LOCAL
BRIDGE PROJECT**

Program Name: Local Bridge

Sub-program #: 205

Cycle: 2024-2029

Date: **JULY 12, 2024**

I.D.: **4984-24-76/77**

Road Name: **Lawe Street**

Bridge ID: **P-44-0719**

Location: **C APPLETON, LAWE STREET**

Limits: **NAVIGATIONAL CANAL BRIDGE REHAB**

County: **Outagamie**

Project Length: **560 FT**

Facility Owner: **City of Appleton**

Project Sponsor: **City of Appleton**

Construction scheduled for State Fiscal Year: **2027**

The signatory, City of Appleton, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and effect the highway, street or local bridge improvement hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Sections 86.25(1), (2), and (3) and Section 66.0301 of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

All components of the project must be defined in the environmental document if any portion of the project is federally funded. The Municipality agrees to complete all participating and any non-participating work included in this improvement consistent with the environmental document. No work on final engineering and design may occur prior to approval of the environmental document.

Funding is limited to the minimum eligible project scope necessary for a safe and effective facility per WisDOT Performance-Based Practical Design policy. The funding for the project for both structure and approach is limited to:

- replacement or rehabilitation of the existing facility,
- or, meeting minimum bridge standards as outlined in the WisDOT Facilities Development Manual (FDM) or applicable TRANS code,
- or, an approved justification based on engineering principles that exceed either Performance-Based Practical Design or the FDM.

The Municipality may elect to construct alternative designs but approved Local Bridge Improvement Assistance Program (s84.18(2)(e)) funding will be limited to a maximum of 80 percent of the cost of the minimum eligible scope of the project.

TABLE A

	Existing Facility – Current structure and condition	Proposed Improvement – Approved scope	Notes:
Type of facility	Bascule Bridge		
Bridge ID	P-44-0719		
Structure passes over	Lake Poygan Tributary		
Clear bridge width	22.0 FT	22 FT	
Bridge length	77.0 FT	77 FT	
Total length of approach work		20 FT	
Number of spans	1	1	
Special safety issues	No	No	
Sidewalk	Yes – 1 Side	Yes – 1 Side	
Sidewalk along approach	Yes – 1 Side	Yes – 1 Side	
Bicycle / pedestrian improvements required		No	
Improvement type as indicated on project application		Rehab	BOS concurred with Rehab Report on 9/1/2023.
Acquisition of right-of-way		No	None anticipated.
Approach width and type	22 FT	24 FT wide, Asphalt	
Approach shoulder width and type		5 FT wide, Asphalt	
Bridge rail		Yes	
Beam guard		Yes	

Non-participating work, additional notes:

Describe non-participating work included in the project and other work necessary to completely finish the project that will be undertaken independently by the Municipality. Please note that non-participating components of a project/contract are considered part of the overall project and will be subject to applicable federal requirements:

A municipality may elect to design a bridge or elements that exceed the current Performance-Based Practical Design policy, or that exceed minimum bridge standards as outlined in the WisDOT Facilities Development Manual (FDM) or applicable TRANS code, or are not justified as necessary based on current engineering principles. All costs for these features will be paid for 100% by the Municipality.

None identified at this time.

The Municipality agrees to the following 2024-2029 Local Bridge Program project funding conditions:

Project Design costs are funded with up to **80%** state/federal funding up to a funding limit of **\$147,952**. The Municipality agrees to provide the remaining **20%** and any funds in excess of the **\$147,952** state/federal funding limit. **Any real estate, railroad, or utility costs are 100% locally funded.**

Project Construction costs are funded with up to **80%** state/federal funding up to a funding limit of **\$1,241,264**. The Municipality agrees to provide the remaining **20%** and any funds in excess of the **\$1,241,264** state/federal funding limit. **Any real estate, railroad, or utility costs are 100% locally funded.**

Non-participating costs are 100% the responsibility of the Municipality. Any work performed by the Municipality prior to federal authorization is not eligible for federal funding. The Municipality will be notified by the State that the project is authorized and available for charging.

This project is currently scheduled in State Fiscal Year **2027**. Sunset date: **June 30, 2032**.

Sunset Date is determined based on the date a project is scheduled to be authorized. Sunset date is calculated as six years from the beginning of the state fiscal year (SFY) in which a project is initially scheduled. Extensions may be available upon approval of a written request by or on behalf of the Municipality to State per WisDOT Change Management policy. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

The dollar amounts shown in the Summary of Costs Table below are estimates. The final Municipal share is dependent on the final federal/state participation, and actual costs will be used in the final division of cost for billing and reimbursement.

In no event shall federal or State funding exceed the estimate in the Summary of Costs table, unless such increase is approved in writing by the State through the State’s Change Management policy prior to the Municipality incurring the increased costs.

Additional funds will not be approved for projects where increased costs are due to changes outside of the project scope that were identified in the original application or the most recent State Municipal Agreement (SMA) (whichever is most current). Exceptions to this policy will be allowed when the change is necessary based on safety, conformance with applicable minimum federal and state standards, projected traffic needs, or other factors as determined by WisDOT.

**TABLE B
SUMMARY OF COSTS**

PHASE	Total Est. Project Cost	Federal / State Funds	%	Municipal Funds	%
ID 4984-24-76					
Design	\$ 161,640	\$ 129,312	80%	\$ 32,328	20% + BAL
State Review	\$ 23,300	\$ 18,640	80%	\$ 4,660	20% + BAL
<i>Project total</i>	\$ 184,940	\$ 147,952		\$ 36,988	
ID 4984-24-77					
Participating Construction	\$ 1,347,000	\$ 1,077,600	80%	\$ 269,400	20% + BAL
Construction Engineering	\$ 188,580	\$ 150,864	80%	\$ 37,716	20% + BAL
Non-Participating Construction	\$ 0	\$ 0	0%	\$ 0	100%
State Review	\$ 16,000	\$ 12,800	80%	\$ 3,200	20% + BAL
<i>Project total</i>	\$ 1,551,580	\$ 1,241,264		\$ 310,316	
Total Est. Cost Distribution	\$ 1,736,520	\$ 1,389,216		\$ 347,304	

*Design ID 4984-24-76 federal/state funding is limited to \$ 147,952.

*Construction ID 4984-24-77 federal/state funding is limited to \$ 1,241,264.

This request is subject to the terms and conditions that follow (pages 4 – 9) and is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the State and delivery to the Municipality shall constitute agreement between the Municipality and the State. No term or provision of neither the State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Agreement.

Signed for and in behalf of: City of Appleton (please sign in blue ink.)	
Name (print)	Title
Signature	Date
Signed for and in behalf of the State (please sign in blue ink.)	
Name (print)	Title
Signature	Date

GENERAL TERMS AND CONDITIONS:

1. All projects must be in an approved Transportation Improvement Program (TIP) or State Transportation Improvement Program (STIP) prior to requesting authorization.
2. Work prior to federal authorization is ineligible for federal or state funding.
3. The Municipality, throughout the entire project, commits to comply with and promote all applicable federal and state laws and regulations that include, but are not limited to, the following:
 - a. Environmental requirements, including but not limited to those set forth in the 23 U.S.C. 139 and National Environmental Policy Act (42 U.S.C. 4321 et seq.)
 - b. Equal protection guaranteed under the U.S. Constitution, WI Constitution, Title VI of the Civil Rights Act and Wis. Stat. 16.765. The municipality agrees to comply with and promote applicable federal and state laws, executive orders, regulations, and implementing requirements intended to provide for the fair and equitable treatment of individuals and the fair and equitable delivery of services to the public. In addition, the Municipality agrees not to engage in any illegal discrimination in violation of applicable federal or state laws and regulations. This includes but is not limited to Title VI of the Civil Rights Act of 1964 which provides that “no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.” The Municipality agrees that public funds, which are collected in a nondiscriminatory manner, should not be used in ways that subsidize, promote, or perpetuate illegal discrimination based on prohibited factors such as race, color, national origin, sex, age, physical or mental disability, sexual orientation, or retaliation.
 - c. Prevailing wage requirements, including but not limited to 23 U.S.C 113.
 - d. Buy America Provision and its equivalent state statutes, set forth in 23 U.S.C. 313 and Wis. Stat. 16.754.
 - e. Competitive bidding and confidentiality requirements set forth in 23 U.S.C 112 and Wis. Stat. 84.06. This includes the sharing of financial data prior to the conclusion of the competitive bid period.
 - f. All applicable Disadvantaged Business Enterprise (DBE) requirements that the State specifies.
 - g. Federal statutes that govern the Highway Bridge Replacement and Rehabilitation Program, including but not limited to 23 U.S.C. 144.

- h. State statutes that govern the Local Bridge Program, including but not limited to Wis. Stat. 84.18.
- i. Bridge approaches funding policy. The Federal Highway Administration (FHWA) and Wis. Stat. 84.18(2)(e) limit bridge approach costs to only those approach costs that are necessary to render the bridge serviceable (to reach the attainable touchdown points using current standards). On a program level, FHWA has determined that, on average, bridge approach costs should amount to no more than 10% of the cost for constructing the bridge, and the municipality should be prepared to offer a justification of costs for any bridge project where the approach costs exceed that percentage.
- j. State administrative rule that implements Local Bridge Program: Ch. Trans 213.

STATE RESPONSIBILITIES AND REQUIREMENTS:

- 4. Funding of each project phase is subject to inclusion in Wisconsin's approved 2024-2029 Local Bridge Program. Federal/state financing will be limited to participation in the costs of the following items, as applicable to the project:
 - a. The grading, base, pavement, and curb and gutter, sidewalk, and replacement of disturbed driveways in kind.
 - b. The substructure, superstructure, grading, base, pavement, and other related bridge and approach items.
 - c. Storm sewer mains necessary for the surface water drainage.
 - d. Catch basins and inlets for surface water drainage of the improvement, with connections to the storm sewer main.
 - e. Construction engineering incident to inspection and supervision of actual construction work (except for inspection, staking, and testing of sanitary sewer and water main).
 - f. Signing and pavement marking.
 - g. New installations or alteration of street lighting and traffic signals or devices.
 - h. Landscaping.
 - i. Preliminary engineering and design.
 - j. State review services.
- 5. State is authorized by Wis. Stat. 84.18(6) to exercise whole supervision and control over the construction of the project. The work will be administered by the State and may include items not eligible for federal/state participation.
- 6. As the work progresses, the State will bill the Municipality for work completed which is not chargeable to federal/state funds. Upon completion of the project, a final audit will be made to determine the final division of costs subject to project funding limits in the Summary of Costs Table. If reviews or audits show any of the work to be ineligible for federal/state funding, the Municipality will be responsible for any withdrawn costs associated with the ineligible work.

MUNICIPAL RESPONSIBILITIES AND REQUIREMENTS:

- 7. Work necessary to complete the 2024–2029 Local Bridge Program improvement project to be financed entirely by the Municipality or other utility or facility owner includes the items listed below.
 - a. New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.

- b. Damages to abutting property after project completion due to change in street or sidewalk widths, grades or drainage.
 - c. Detour routes and haul roads. The municipality is responsible for determining the detour route.
 - d. Conditioning, if required and maintenance of detour routes.
 - e. Repair of damages to roads or streets caused by reason of their use in hauling materials incident to the improvement.
 - f. All work related to underground storage tanks and contaminated soils.
 - g. Street and bridge width in excess of standards.
 - h. Real estate for the improvement.
8. This line intentionally left blank.
 9. FHWA limits bridge approach costs to only those approach costs that are necessary to render the bridge serviceable (to reach the attainable touchdown points using current standards). On a program level, FHWA has determined that, on average, bridge approach costs should amount to no more than 10% of the cost for constructing the bridge, and the Municipality should be prepared to offer a justification of costs for any bridge project where the approach costs exceed that percentage.
 10. The construction of the subject improvement will be in accordance with the appropriate standards unless an exception to standards is granted by State prior to construction. The entire cost of the construction project, not constructed to standards, will be the responsibility of the Municipality unless such exception is granted.
 11. Work to be performed by the Municipality without federal/state funding participation, necessary to ensure a complete improvement acceptable to the Federal Highway Administration and/or the State may be done in a manner at the election of the Municipality but must be coordinated with all other work undertaken during construction.
 12. The Municipality is responsible for financing administrative expenses related to Municipal project responsibilities.
 13. The Municipality will include in all contracts executed by them a provision obligating the contractor not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in Wis. Stat. 51.01 (5), sexual orientation as defined in Wis. Stat. 111.32 (13m), or national origin.
 14. The Municipality will pay to the State all costs incurred by the State in connection with the improvement that exceed federal/state financing limits or are ineligible for federal/state financing. To guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from any moneys otherwise due and payable by the State to the Municipality.
 15. In accordance with the State's sunset policy for Local Bridge Program projects, the subject 2024-2029 Local Bridge Program improvement must be constructed and in final acceptance within six years from the beginning of the state fiscal year (SFY) in which a project is initially scheduled. Extensions may be available upon approval of a written request by or on behalf of the Municipality to State. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.
 16. If the Municipality should withdraw the project, it will reimburse the State for any costs incurred by the State on behalf of the project.
 17. The Municipality will at its own cost and expense:

- a. Maintain all portions of the project that lie within its jurisdiction (to include, but not limited to, cleaning storm sewers, removing debris from sumps or inlets, and regular maintenance of the catch basins, curb and gutter, sidewalks and parking lanes [including snow and ice removal]) for such maintenance in a manner consistent with reasonable industry standards, and will make ample provision for such maintenance each year.
- b. Regulate [or prohibit] parking at all times in the vicinity of the proposed improvements during their construction.
- c. Regulate [or prohibit] all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.
- d. Assume general responsibility for all public information and public relations for the project and to make fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the projects.
- e. Provide complete plans, specifications, and estimates to State upon request.
- f. Provide relocation orders and real estate plats to State upon request.
- g. Use the *WisDOT Utility Accommodation Policy*, unless it adopts a policy that has equal or more restrictive controls.
- h. Provide maintenance and energy for lighting.
- i. Provide proper care and maintenance of all landscaping elements of the project including replacement of any plant materials damaged by disease, drought, vandalism or other cause.

18. It is further agreed by the Municipality that:

- a. The Municipality assumes full responsibility for the design, installation, testing and operation of any sanitary sewer and water main infrastructure within the improvement project and relieves the state and all of its employees from liability for all suits, actions, or claims resulting from the sanitary sewer and water main construction under this agreement.
- b. The Municipality assumes full responsibility for the plans and special provisions provided by their designer or anyone hired, contracted or otherwise engaged by the Municipality. The Municipality is responsible for any expense or cost resulting from any error or omission in such plans or special provisions. The Municipality will reimburse State if State incurs any cost or expense in order to correct or otherwise remedy such error or omission or consequences of such error or omission.
- c. The Municipality will be 100% responsible for all costs associated with utility issues involving the contractor, including costs related to utility delays.
- d. All signs and traffic control devices and other protective structures erected on or in connection with the project including such of these as are installed at the sole cost and expense of the Municipality or by others, will be in conformity with such *Manual of Uniform Traffic Control Devices* as may be adopted by the American Association of State Highway and Transportation Officials, approved by the State, and concurred with by the FHWA.
- e. The right-of-way available or provided for the project will be held and maintained inviolate for public highway or street purposes. Those signs prohibited under federal highway regulations, posters, billboards, roadside stands, or other private installations prohibited by federal or State highway regulations will not be permitted within the right-of-way limits of the project. The Municipality, within its jurisdictional limits, will remove or cause to be removed from the right-of-way of the project all private installations of whatever nature which may be or cause an obstruction or interfere with the free flow of traffic, or which may be or cause a hazard to traffic, or which impair the

usefulness of the project and all other encroachments which may be required to be removed by the State at its own election or at the request of the FHWA, and that now such installations will be permitted to be erected or maintained in the future.

- f. The Municipality is responsible for any damage caused by legally hauled loads, including permitted Oversize and Overweight loads. The contractor is responsible for any damage caused to haul roads if they do not obey size and weight laws, use properly equipped and maintained vehicles, and do not prevent spilling of materials onto the haul road (*WisDOT Standard Specifications* 618.1, 108.7, 107.8). The local maintaining authority can impose special or seasonal weight limitations as defined in Wis. Stat. 349.16, but this should not be used for the sole purpose of preventing hauling on the road.

The bid item 618.0100 Maintenance and Repair of Haul Roads (project) is ineligible for federal funding on local program projects as per the State/Municipal Agreement. The repair of damages as a result of hauling materials for the project is the responsibility of the Municipality as specified in the State/Municipal Agreement Terms and Conditions under "Municipal Responsibilities and Requirements."

LEGAL RELATIONSHIPS:

19. The State shall not be liable to the Municipality for damages or delays resulting from work by third parties. The State also shall be exempt from liability to the Municipality for damages or delays resulting from injunctions or other restraining orders obtained by third parties.
20. The State will not be liable to any third party for injuries or damages resulting from work under or for the Project. The Municipality and the Municipality's surety shall indemnify and save harmless the State, its officers and employees, from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons or property on account of the operations of the Municipality and its sureties; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission, neglect or misconduct of the Municipality or its sureties; or because of any claims or amounts recovered for any infringement by the Municipality and its sureties of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act, relating to the employees of the Municipality and its sureties; or any other law, ordinance, order or decree relating to the Municipality's operations.
21. Contract modification: This State/Municipal Agreement can only be modified by written instruments duly executed by both parties. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally.
22. Binding effects: All terms of this State/Municipal Agreement shall be binding upon and inure to the benefits of the legal representatives, successors and executors. No rights under this State/Municipal Agreement may be transferred to a third party. This State/Municipal Agreement creates no third-party enforcement rights.
23. Choice of law and forum: This State/Municipal Agreement shall be interpreted and enforced in accordance with the laws of the State of Wisconsin. The parties hereby expressly agree that the terms contained herein and in any deed executed pursuant to this State/Municipal Agreement are enforceable by an action in the Circuit Court of Dane County, Wisconsin.

PROJECT FUNDING CONDITIONS

24. Non-appropriation of funds: With respect to any payment required to be made by the State under this State/Municipal Agreement, the parties acknowledge the State's authority to make such payment is contingent upon appropriation of funds and required legislative approval sufficient for such purpose by the Legislature. If such funds are not so appropriated, either the Municipality or the State may terminate this State/Municipal Agreement after providing written notice not less than thirty (30) days before termination.
25. Maintenance of records: During the term of performance of this State/Municipal Agreement, and for a period not less than three years from the date of final payment to the Municipality, records and accounts pertaining to the performance of this State/Municipal Agreement are to be kept available for inspection and audit by

representatives of the State. The State reserves the right to audit and inspect such records and accounts at any time. The Municipality shall provide appropriate accommodations for such audit and inspection.

In the event that any litigation, claim or audit is initiated prior to the expiration of said records maintenance period, the records shall be retained until such litigation, claim or audit involving the records is complete.

26. The Municipality agrees to the following 2024-2029 Local Bridge Program project funding conditions:

- a. ID **4984-24-76**: Design is funded with 80% state/federal funding up to a funding limit of **\$147,952**, where applicable when the Municipality agrees to provide the remaining 20% and any funds in excess of the **\$147,952** state/federal funding limit. This phase includes plan development and state review. The work includes project review, approval of required reports and documents and processing the final Plan, Specification & Estimate (PS&E) document for award of the contract. Costs for this phase include an estimated amount for state review activities, to be funded **80%** with state/federal funding and 20% by the Municipality.
- b. ID **4984-24-77**: Construction
 - i. Costs for construction, engineering, and state review are funded with 80% state/federal funding up to a funding limit of **\$1,241,264**, when the Municipality agrees to provide the remaining 20%, and any funds in excess of the **\$1,241,264** state/federal funding limit.
 - ii. Non-participating costs for are funded 100% by the Municipality. Costs include construction delivery.

[End of Document]



CITY OF APPLETON

MEMORANDUM

Date: 6/27/24

To: Municipal Services Committee

From: Eric Lom, P.E., City Traffic Engineer

Subject: Ordinance changes related to the B-24 Summit St Reconstruction Project
(Packard St to Elsie St)

The Summit Street reconstruction project (Packard St to Elsie St) is included in the 2024 budget and was recently completed. This memo addresses the parking restrictions that are necessary to implement the Council-approved project design (Action Item 22-1292).

1. **Create:** "Parking be prohibited on the west side of Summit Street from Packard Street to Elsie Street."



CITY OF APPLETON

MEMORANDUM

Date: 6/27/24

To: Municipal Services Committee

From: Eric Lom, P.E., City Traffic Engineer

Subject: Ordinance changes related to the B-24 Summit St Reconstruction Project
(Prospect Av to Fourth St)

The Summit Street reconstruction project (Prospect Av to Fourth St) is included in the 2024 budget and was recently completed. This memo addresses the parking restrictions that are necessary to implement the Council-approved project design (Action Item 21-1156).

1. **Create:** "Parking be prohibited on the west side of Summit Street from Prospect Avenue to Fourth Street."