



# City of Appleton

100 North Appleton Street  
Appleton, WI 54911-4799  
www.appletonwi.gov

## Meeting Agenda - Final Common Council

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Wednesday, February 19, 2025

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
  - [25-0086](#) Common Council Meeting Minutes of February 5, 2025
    - Attachments:** [CC Minutes 2-5-25.pdf](#)
- G. BUSINESS PRESENTED BY THE MAYOR
  - [25-0107](#) I-41 Project Update Presentation
    - Attachments:** [I-41 PROJECT UPDATES Feb 2025.pdf](#)
  - [25-0108](#) Appleton Public Arts Committee Reappointment
    - Attachments:** [APA Reappointment 2-19-25.pdf](#)
- H. PUBLIC PARTICIPATION
- I. PUBLIC HEARINGS
- J. SPECIAL RESOLUTIONS
- K. ESTABLISH ORDER OF THE DAY
- L. COMMITTEE REPORTS

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

[25-0089](#) Approve Contract Amendment #1 for the Real Estate Services contract with Right of Way Professionals, Inc. by an increase of \$3,300 for a total contact amount not to exceed \$25,560

**Attachments:** [Olde Oneida Bridge Memo ROW Professionals Amend1 .pdf](#)

**Legislative History**

2/10/25 Municipal Services recommended for approval  
Committee

[25-0090](#) Approve ordinance changes related to designated Prevea stalls on 100 W Washington St.

**Attachments:** [Prevea 100 W Washington Ordinance Changes .pdf](#)

**Legislative History**

2/10/25 Municipal Services recommended for approval  
Committee

[25-0091](#) Approve Ordinance changes related to the A-25 Cherryvale Av Reconstruction Project

**Attachments:** [Cherryvale Av A-25 Ordinance Changes.pdf](#)

**Legislative History**

2/10/25 Municipal Services recommended for approval  
Committee

[25-0092](#) Approve ordinance change related to new traffic signal at the Edgewood/French intersection

**Attachments:** [Edgewood-French Traffic Signal Ordinance Change.pdf](#)

**Legislative History**

2/10/25 Municipal Services recommended for approval  
Committee

[25-0093](#) Approve traffic ordinance changes for Lumbini Estates Subdivision

**Attachments:** [Lumbini Estates Ordinance Changes.pdf](#)

**Legislative History**

2/10/25 Municipal Services recommended for approval  
Committee

[25-0094](#) Approve ordinance changes related to the B-25 Morrison St Reconstruction Project

**Attachments:** [Morrison St B-25 Ordinance Changes.pdf](#)

**Legislative History**

2/10/25 Municipal Services recommended for approval  
Committee

- [25-0095](#) Approve ordinance changes related to the A-25 Perkins St Reconstruction Project  
**Attachments:** [Perkins St A-25 Ordinance Changes.pdf](#)
- Legislative History**
- |         |                              |                          |
|---------|------------------------------|--------------------------|
| 2/10/25 | Municipal Services Committee | recommended for approval |
|---------|------------------------------|--------------------------|
- [25-0096](#) Approve traffic & parking ordinance changes for Trailview Estates South 3 Subdivision  
**Attachments:** [Trailview Estates South 3 Subdivision Ordinance Changes.pdf](#)
- Legislative History**
- |         |                              |                          |
|---------|------------------------------|--------------------------|
| 2/10/25 | Municipal Services Committee | recommended for approval |
|---------|------------------------------|--------------------------|
- [25-0097](#) Approve Sole Source Purchase of Decorative Streetlight Poles for College Avenue Bridge  
**Attachments:** [College Ave Bridge - Purchase Decorative Streetlight Pole Replacements.pdf](#)
- Legislative History**
- |         |                              |                          |
|---------|------------------------------|--------------------------|
| 2/10/25 | Municipal Services Committee | recommended for approval |
|---------|------------------------------|--------------------------|
- [25-0098](#) Award Unit T-25 2025 Bridge Underwater Inspections Contract to Ayres Associates, Inc., in an amount not to exceed \$28,000  
**Attachments:** [2025 Bridge Underwater Inspections Award Memo - Ayres.pdf](#)
- Legislative History**
- |         |                              |                          |
|---------|------------------------------|--------------------------|
| 2/10/25 | Municipal Services Committee | recommended for approval |
|---------|------------------------------|--------------------------|
- [25-0099](#) Approve Contract Amendment #1 for 2025 Repair and Maintenance Program for the Red, Green and Yellow Parking Garages contract with Desman Inc. by an increase of \$8,500 for a total contact amount not to exceed \$104,870  
**Attachments:** [Desman 2025 Ramp Repairs Consultant Services Amendment Memo.pdf](#)
- Legislative History**
- |         |                              |                          |
|---------|------------------------------|--------------------------|
| 2/10/25 | Municipal Services Committee | recommended for approval |
|---------|------------------------------|--------------------------|
- [25-0100](#) Approve 2025 DPW Fee Schedule  
**Attachments:** [2025 DPW Fee Schedule - redlined.pdf](#)
- Legislative History**
- |         |                              |                          |
|---------|------------------------------|--------------------------|
| 2/10/25 | Municipal Services Committee | recommended for approval |
|---------|------------------------------|--------------------------|

## 2. MINUTES OF THE SAFETY AND LICENSING COMMITTEE

[24-0420](#)

Class "B" Beer and Reserve "Class B" Liquor License application for Delaires LLC d/b/a Delaire's, David Boulanger, Agent, located at 823 W. College Ave.

**Attachments:** [Delaire's Alcohol Class B Beer Reserve Liquor 4.10.24 REDACTED.pdf](#)

[Delaire's Attachment.pdf](#)

[Documents distributed by Alder Van Zeeland 10.23.24.pdf](#)

[APD Delaire's letter to S&L 11.27.24.docx](#)

[OEO to Appleton City Clerk re Holding Licensing Hearing - Delaire's LLC.pdf](#)

[2025 Delaire's Business Plan.pdf](#)

[Delaire's 2025 Alcohol License Questionnaire \(Updated\) - signed.pdf](#)

[MEMO - Retail Alcohol Licensing Discretion.pdf](#)

[Delaire's follow up gambling machine letter 1.27.25 REDACTED.pdf](#)

[Ald. Van Zeeland Email - Delaire's NBC news story video.pdf](#)

**Legislative History**

10/9/24	Safety and Licensing Committee	recommended for approval
10/16/24	Common Council	referred to the Safety and Licensing Committee
10/23/24	Safety and Licensing Committee	held
12/11/24	Safety and Licensing Committee	held
1/8/25	Safety and Licensing Committee	recommended for approval
	<i>David Boulanger was present and addressed the committee.</i>	
	<i>Emil Ovbiagele, OVB Law &amp; Consulting, 826 N Plankinton Ave, Milwaukee, WI, was present and addressed the committee.</i>	
1/15/25	Common Council	referred to the Safety and Licensing Committee
1/22/25	Safety and Licensing Committee	recommended for approval
	<i>David Boulanger was present and addressed the committee.</i>	
	<i>Emil Ovbiagele, OVB Law &amp; Consulting, 826 N. Plankinton Ave, Milwaukee WI, addressed the committee via phone.</i>	
1/22/25	Safety and Licensing Committee	amended
	<i>The Motion to approve was withdrawn by Alderpersons Schultz and Croatt</i>	
1/22/25	Safety and Licensing Committee	held
	<i>With stipulation that no gambling machines be on premises</i>	
2/12/25	Safety and Licensing Committee	recommended for denial

[25-0062](#)

Resolution #1-R-25 Fire Department Paramedic Service Level

**Attachments:** [#1-R-25 Fire Dept. Paramedic Service Level.pdf](#)

**Legislative History**



2/12/25 Safety and Licensing Committee recommended for approval

[25-0050](#)

Pet Store/Kennel License application for Forty Three Skulls Oddities Shoppe, Scott Watzlawick, Agent, located at 133 E. Wisconsin Ave, contingent upon approval from the Police, Fire, and Inspections departments.

**Attachments:** [Forty Three Skulls.PK.1.27.25.REDACTED.pdf](#)

**Legislative History**

2/12/25 Safety and Licensing Committee recommended for approval

[25-0051](#)

Secondhand Jewelry License renewal application for Fox Valley Jewelers, Khristopher Fischer, Agent, located at 636 W. College Ave, contingent upon approval from the Health department.

**Attachments:** [Fox Valley Jewelers.Secondhand Article Renewal.1.31.25.pdf](#)

**Legislative History**

2/12/25 Safety and Licensing Committee recommended for approval

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

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

[25-0063](#)

Approve Revised Park Pavilions and Special Areas Rental and Fee Policy

**Attachments:** [Memo Pavilions and Special Areas Policy.doc](#)

[P&R - 2025 - Pavilion and Special Areas Policy - Clean.pdf](#)

[P&R - 2025 - Pavilion and Special Areas Policy - Redlined.pdf](#)

**Legislative History**

2/10/25 Parks and Recreation Committee recommended for approval

[25-0065](#)

Approve Memorandum of Understanding between the City of Appleton and Wisconsin Entertainment Group LLC to manage the City of Appleton Independence Day Celebration

**Attachments:** [2025 Independence Day Celebration.pdf](#)

**Legislative History**

2/10/25 Parks and Recreation Committee recommended for approval

**5. MINUTES OF THE FINANCE COMMITTEE**

[25-0020](#) Request to approve the following 2025 Budget amendment:

**CEA Capital Projects**

Federal Grants	+\$134,180
Vehicles	+\$134,180

To record EECGB grant award and associated expense (2/3 vote of council required).

**Attachments:** [2025 Grant Budget Transfer.pdf](#)

**Legislative History**

1/20/25	Finance Committee	recommended for approval
2/5/25	Common Council	referred to the Finance Committee
2/10/25	Finance Committee	recommended for approval

[25-0072](#) Request to approve Relocation Order for the Parcel of Land with Tax Key No.31-3-0316-03

**Attachments:** [24-0476 - Pierce - Relocation Order.pdf](#)

**Legislative History**

2/10/25	Finance Committee	recommended for approval
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[25-0073](#) Request to approve contract to Conventions, Sports & Leisure International (CSL) for consulting services for a contract not-to-exceed \$79,500.

**Attachments:** [2025 Exhibition Center Consultant.pdf](#)

**Legislative History**

2/10/25	Finance Committee	recommended for approval
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[25-0074](#) Request to approve authorization to open dedicated bank account for Cryptocurrency seizure returns.

**Attachments:** [Cryptocurrencymemo.pdf](#)

**Legislative History**

2/10/25	Finance Committee	recommended for approval
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[25-0075](#) Request to award Unit DE-25 Miscellaneous Sidewalk & Concrete Street Excavation Repairs to AI Dix Inc in an amount not to exceed \$1,008,850.

**Attachments:** [DE-25 Award-Funding-Bid Tab.pdf](#)

**Legislative History**

2/10/25	Finance Committee	recommended for approval
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[25-0076](#) Request to award Unit W-25 Sewer & Water Reconstruction-Bell, Brewster, Alexander, Melrose to Kruczek Construction Inc. in the amount of \$2,312,222.22 with a 3% contingency of \$70,000 for a project total not to exceed \$2,382,222.22.

**Attachments:** [W-25 Award-Funding-Bid Tab.pdf](#)

**Legislative History**

2/10/25 Finance Committee recommended for approval

[25-0077](#) Request to award Unit U-25 Sewer & Water Reconstruction-Lawe, Durkee, Bellaire to Kruczek Construction Inc. in the amount of \$2,525,555.55 with a 2.8% contingency of \$70,000 for a project total not to exceed \$2,595,555.55.

**Attachments:** [U-25 Award-Funding-Bid Tab.pdf](#)

**Legislative History**

2/10/25 Finance Committee recommended for approval

[25-0079](#) Request to award Unit X-25 Water Reconstruction-Calumet St to Calnin & Goss LLC in the amount of \$1,138,754.30 with a 3% contingency of \$35,000 for a project total not to exceed \$1,173,754.30.

**Attachments:** [X-25 Award-Funding-Bid Tab.pdf](#)

**Legislative History**

2/10/25 Finance Committee recommended for approval

[25-0080](#) Request to award Unit A-25 Concrete Paving to Vinton Construction Company in the amount of \$4,187,819.61 with a 1.5% contingency of \$65,000 for a project total not to exceed \$4,252,819.61.

**Attachments:** [A-25 Award-Funding-Bid Tab.pdf](#)

**Legislative History**

2/10/25 Finance Committee recommended for approval

[25-0087](#) Request to approve the following 2025 Budget amendment:

**CD - New & Redevelopment Projects**

Miscellaneous Revenue	+\$100,000
Consulting Services	+\$100,000

To record cost reimbursement agreement with Thrivent Financial (2/3 vote council required).

**Attachments:** [Thrivent Budget Amendment\\_Finance\\_02062024\\_Final.pdf](#)

**Legislative History**

2/10/25 Finance Committee recommended for approval

## 6. MINUTES OF THE COMMUNITY DEVELOPMENT COMMITTEE



[25-0046](#) Request to award a contract to Ehlers in an amount of \$14,000 for Tax Incremental District (TID) creation services and further fiscal analysis services to be billed at \$325/hour, conditioned on approval of the cost reimbursement agreement with Thrivent Financial for Lutherans (Associated with File #25-0064)

**Attachments:** [Thrivent TID Consultant Memo to CDC 2-12-25.pdf](#)  
[Ehlers - Appleton TID Creation Cost Proposal.pdf](#)  
[Ehlers - Appleton TID Creation Proposal.pdf](#)

**Legislative History**

2/12/25          Community Development          recommended for approval  
 Committee

[25-0064](#) Request to approve entering into a cost reimbursement agreement with Thrivent Financial for Lutherans for an initial amount of \$100,000 to fund Tax Incremental District (TID) creation/fiscal consulting, engineering-related consulting and other City consulting services deemed necessary to facilitate the redevelopment of Thrivent's office campus located north of I-41 and west of Ballard Road (Associated with File #25-0046)

**Attachments:** [Thrivent TID Consultant Memo to CDC 2-12-25.pdf](#)  
[Thrivent - City Reimbursement Agreement - FINAL - 02-06-2025.pdf](#)

**Legislative History**

2/12/25          Community Development          recommended for approval  
 Committee

**7. MINUTES OF THE UTILITIES COMMITTEE**

[25-0054](#) Award the 2025 Ash Tree Removal Contract to Foley's Tree Service, LLC in an amount not to exceed \$425,000.

**Attachments:** [Ash Tree Contract Award Memo 2025.pdf](#)  
[Ash Tree 2025 Contract Bid Form - Foleys.pdf](#)

**Legislative History**

2/11/25          Utilities Committee          recommended for approval

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

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

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

[25-0035](#) Approve ordinance changes to Chapter 12, Article IV, Noise, as identified in the attached document.

**Attachments:** [Memo\\_NoiseOrdinanceProposal.pdf](#)  
[Noise Ord - Redlined - 2025-01-30.pdf](#)

**Legislative History**

2/12/25 Board of Health recommended for approval

[25-0036](#) Approve Schedule of Deposits changes to Chapter 12, Article IV, Noise, as identified in the attached document.

**Attachments:** [Memo\\_ScheduleofDepositsProposal.pdf](#)

**Legislative History**

2/12/25 Board of Health recommended for approval

M. CONSOLIDATED ACTION ITEMS

N. ITEMS HELD

O. ORDINANCES

[25-0105](#) Ordinances #1-25 to #5-25

**Attachments:** [Ordinances to Council 2-19-25.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.*



# City of Appleton

100 North Appleton Street  
Appleton, WI 54911-4799  
www.appletonwi.gov

## Meeting Minutes - Final Common Council

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Wednesday, February 5, 2025

7:00 PM

Council Chambers

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A. CALL TO ORDER

*The meeting was called to order by Mayor Woodford at 7:10 p.m.*

B. INVOCATION

*The Invocation was offered by Alderperson Firkus.*

C. PLEDGE OF ALLEGIANCE TO THE FLAG

D. ROLL CALL OF ALDERPERSONS

**Present:** 15 - Alderperson William Siebers, Alderperson Vered Meltzer, Alderperson Brad Firkus, Alderperson Martyn Smith, Alderperson Katie Van Zeeland, Alderperson Denise Fenton, Alderperson Patrick Hayden, Alderperson Alex Schultz, Alderperson Vaya Jones, Alderperson Kristin Alfheim, Alderperson Nate Wolff, Alderperson Sheri Hartzheim, Alderperson Christopher Croatt, Alderperson Chad Doran and Mayor Jake Woodford

**Absent:** 1 - Alderperson Patti Heffernan

E. ROLL CALL OF OFFICERS AND DEPARTMENT HEADS

*All Departments were represented.*

F. APPROVAL OF PREVIOUS COUNCIL MEETING MINUTES

[25-0033](#)

Common Council Meeting Minutes of January 15, 2025

**Attachments:** [CC Minutes 1-15-25.pdf](#)

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

**Aye:** 14 - Alderperson William Siebers, Alderperson Vered Meltzer, Alderperson Brad Firkus, Alderperson Martyn Smith, Alderperson Katie Van Zeeland, Alderperson Denise Fenton, Alderperson Patrick Hayden, Alderperson Alex Schultz, Alderperson Vaya Jones, Alderperson Kristin Alfheim, Alderperson Nate Wolff, Alderperson Sheri Hartzheim, Alderperson Christopher Croatt and Alderperson Chad Doran

**Absent:** 1 - Alderperson Patti Heffernan

**Abstained:** 1 - Mayor Jake Woodford

G. BUSINESS PRESENTED BY THE MAYOR

[25-0041](#)

Confirmation of Committee Appointments

**Attachments:** [APA Appt Memo 2-5-2025.pdf](#)  
[Sustainability & Climate Panel Appt 2-5-2025.pdf](#)

**Aldersperson Fenton moved, seconded by Aldersperson Meltzer, that the Committee Appointments be approved. Roll Call. Motion carried by the following vote:**

**Aye:** 14 - Aldersperson William Siebers, Aldersperson Vered Meltzer, Aldersperson Brad Firkus, Aldersperson Martyn Smith, Aldersperson Katie Van Zeeland, Aldersperson Denise Fenton, Aldersperson Patrick Hayden, Aldersperson Alex Schultz, Aldersperson Vaya Jones, Aldersperson Kristin Alfheim, Aldersperson Nate Wolff, Aldersperson Sheri Hartzheim, Aldersperson Christopher Croatt and Aldersperson Chad Doran

**Absent:** 1 - Aldersperson Patti Heffernan

**Abstained:** 1 - Mayor Jake Woodford

[25-0049](#)

Proclamations:

- Black History Month
- Burn Awareness Week

**Attachments:** [February Proclamations.pdf](#)

H. PUBLIC PARTICIPATION

*Katherine Neubert, 5138 N Mayflower Dr, spoke regarding her Operator License, Item #24-1496*

I. PUBLIC HEARINGS

J. SPECIAL RESOLUTIONS

K. ESTABLISH ORDER OF THE DAY



[24-1496](#)

Operator License for Katherine Neubert.

- Attachments:** [Katherine Neubert Application.pdf](#)  
[Katherine Neubert Clerk's Letter.pdf](#)  
[Katherine Neubert denial letter.pdf](#)  
[Operator License Application of Katherine Neubert.pdf](#)  
[Katherine Neubert Additional Documentation.pdf](#)

**Alderson Schultz moved, seconded by Alderson Fenton, that the Operator License be approved. Roll Call. Motion carried by the following vote:**

**Aye:** 12 - Alderson William Siebers, Alderson Vered Meltzer, Alderson Brad Firkus, Alderson Katie Van Zeeland, Alderson Denise Fenton, Alderson Patrick Hayden, Alderson Alex Schultz, Alderson Vaya Jones, Alderson Kristin Alfheim, Alderson Nate Wolff, Alderson Sheri Hartzheim and Alderson Chad Doran

**Nay:** 2 - Alderson Martyn Smith and Alderson Christopher Croatt

**Absent:** 1 - Alderson Patti Heffernan

**Abstained:** 1 - Mayor Jake Woodford

[25-0020](#)

Request to approve the following 2025 Budget amendment:

**CEA Capital Projects**

Federal Grants	+\$134,180
Vehicles	+\$134,180

To record EECGB grant award and associated expense (2/3 vote of council required).

- Attachments:** [2025 Grant Budget Transfer.pdf](#)

**This Report Action Item was referred back to the Finance Committee by Alderson Doran.**

[25-0021](#)

Request to accept Non-State Grant Award of \$274,000 and approve the following 2025 Budget Amendment:

**Facilities Capital Projects**

Misc State Aids	+\$274,000
Library Project	+\$274,000

To record the grant funds and associated project expense (2/3 vote of council required).

**Attachments:** [NSG Request for Approval 1-8-2025.pdf](#)

**Aldersperson Hartzheim moved, seconded by Aldersperson Doran, that the Item be amended to include the following language: After final invoices are paid any excess of funds would be available for future capital projects to reduce the financial burden for local taxpayers. Roll Call. Motion failed by the following vote:**

**Aye:** 3 - Aldersperson Sheri Hartzheim, Aldersperson Christopher Croatt and Aldersperson Chad Doran

**Nay:** 11 - Aldersperson William Siebers, Aldersperson Vered Meltzer, Aldersperson Brad Firkus, Aldersperson Martyn Smith, Aldersperson Katie Van Zeeland, Aldersperson Denise Fenton, Aldersperson Patrick Hayden, Aldersperson Alex Schultz, Aldersperson Vaya Jones, Aldersperson Kristin Alfheim and Aldersperson Nate Wolff

**Absent:** 1 - Aldersperson Patti Heffernan

**Abstained:** 1 - Mayor Jake Woodford

**Aldersperson Fenton moved, seconded by Aldersperson Van Zeeland, that the Grant Acceptance and Budget Amendment be approved. Roll Call. Motion carried by the following vote:**

**Aye:** 12 - Aldersperson William Siebers, Aldersperson Vered Meltzer, Aldersperson Brad Firkus, Aldersperson Martyn Smith, Aldersperson Katie Van Zeeland, Aldersperson Denise Fenton, Aldersperson Patrick Hayden, Aldersperson Alex Schultz, Aldersperson Vaya Jones, Aldersperson Kristin Alfheim, Aldersperson Nate Wolff and Aldersperson Christopher Croatt

**Nay:** 2 - Aldersperson Sheri Hartzheim and Aldersperson Chad Doran

**Absent:** 1 - Aldersperson Patti Heffernan

**Abstained:** 1 - Mayor Jake Woodford

## L. COMMITTEE REPORTS

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

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

**Aye:** 14 - Alderperson William Siebers, Alderperson Vered Meltzer, Alderperson Brad Firkus, Alderperson Martyn Smith, Alderperson Katie Van Zeeland, Alderperson Denise Fenton, Alderperson Patrick Hayden, Alderperson Alex Schultz, Alderperson Vaya Jones, Alderperson Kristin Alfheim, Alderperson Nate Wolff, Alderperson Sheri Hartzheim, Alderperson Christopher Croatt and Alderperson Chad Doran

**Absent:** 1 - Alderperson Patti Heffernan

**Abstained:** 1 - Mayor Jake Woodford

## 1. MINUTES OF THE MUNICIPAL SERVICES COMMITTEE

[24-1616](#)

Approve Hilton Appleton Paper Valley Permanent Occupancy Permit and Sign Permit

**Attachments:** [Hilton Occupancy Permit Application.pdf](#)  
[Hilton Skywalk Parking Signs Application.pdf](#)  
[Hilton Occupancy Permit Application-Condition of Approval.pdf](#)  
[Hilton Skywalk Parking Signs Application-Condition of Approval.pdf](#)

This Report Action Item was approved

[25-0016](#)

Request to accept Wisconsin Department of Transportation Signals and ITS Standalone Program (SISP) grant in the amount of \$576,000.

**Attachments:** [SISP Grant Acceptance Request RidgeviewRichmond 01-20-2025.pdf](#)

This Report Action Item was approved.

[25-0017](#)

Approve Parking changes on Emmers Dr and Schaefer St by East High School (follow-up to a 6-month evaluation)

**Attachments:** [East HS Parking Changes on Emmers & Schaefer \(post eval\).pdf](#)

This Report Action Item was approved.

[25-0018](#)

Approve Parking changes on Lightning Dr by Fire Station 6 (follow-up to a 6-month evaluation)

**Attachments:** [Station 6 Parking Changes on Lightning Dr \(post eval\).pdf](#)

This Report Action Item was approved.

## 2. MINUTES OF THE SAFETY AND LICENSING COMMITTEE

[24-1126](#)

Operator License for Kelly Arndt.

**Attachments:** [Kelly Arndt Application.pdf](#)  
[Kelly Arndt Clerk Letter.pdf](#)  
[Kelly Arndt PD Letter.pdf](#)  
[Kelly Arndt Appeal Memo.pdf](#)  
[UPDATE Operator License Renewal Application of Kelly Arndt.pdf](#)  
[Kelly Arndt Additional Documentation.pdf](#)

**The Committee's recommendation to deny the license was approved.**

[25-0002](#)

Cigarette, Tobacco, and Electronic Vaping Device License application for A-Z Tobacco Inc, Safwan Alboushi Aldabbagh, Agent, located at 201 W. Northland Ave Ste K.

**Attachments:** [A-Z Tobacco Inc.CTV.1.8.25.REDACTED.pdf](#)

**This Report Action Item was approved.**

[25-0003](#)

Cigarette, Tobacco, and Electronic Vaping Device License application for Rehan Grocery LLC d/b/a Halal International Market, Siyar Abdullah, Agent, located at 2310 W. College Ave Ste D.

**Attachments:** [Halal Intl Market.CTV.1.9.25.REDACTED.pdf](#)

**This Report Action Item was approved.**

[25-0004](#)

Secondhand Article Dealer License renewal application for Heid Music, Todd Heid, Agent, located at 308 E. College Ave, contingent upon approval from the Health department.

**Attachments:** [Heid Music.Secondhand Article Renewal.1.10.25.pdf](#)

**This Report Action Item was approved.**

[25-0005](#)

Class "B" Beer and Reserve "Class B" Liquor License application for La Bodega Nightclub LLC d/b/a La Bodega Lounge, Juan Santiago-Hernandez, Agent, located at 531 W. College Ave, contingent upon approval from the Health and Inspections departments.

**Attachments:** [La Bodega Lounge.Alcohol.Class B Beer Reserve Liquor.12.20.24.REDACTED.pdf](#)

**This Report Action Item was approved.**

[25-0011](#)

Cigarette, Tobacco, and Electronic Vaping Device License application for Top Dogz Vape Shop LLC d/b/a Top Dogz Vape Shop, Jennifer Peters, Agent, located at 208 E Wisconsin Ave, for new location.

**Attachments:** [Top Dogs Vape Shop.CTV.1.15.25.pdf](#)

This Report Action Item was approved.

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

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

**5. MINUTES OF THE FINANCE COMMITTEE**

[25-0040](#)

Request to approve resolution for Emergency Sodium Hypochlorite Tank Replacement at Appleton Water Treatment Facility.

**Attachments:** [RESOLUTION AWTF HypochloriteTankReplacement FINAL.pdf](#)  
[250128 Finance Memo - Emergency Hypochlorite Tank Replacement\\_FINAL.pdf](#)  
[0046 - Tank Repair - DG Memo to Finance 01-25-2025.pdf.pdf](#)

This Report Action Item was approved.

[25-0023](#)

Request to award Sole Source Purchase of Appleton Water Treatment Facility Emergency Generator Control Equipment to Fabick Power Systems for a cost of \$653,837 with a contingency of \$46,163 for a total not to exceed \$700,000.

**Attachments:** [Fabick CAT Sole Source - Finance.pdf](#)  
[250115\\_SoleSource\\_Fabick\\_Generator\\_Controls.pdf](#)

This Report Action Item was approved.

[25-0022](#)

Request to award Sole Source Contract to Groome Industrial Services for WWTP Hydroblasting service in the amount not to exceed \$30,000.

**Attachments:** [Groome 2025 Sole Source - Finance.pdf](#)  
[250115\\_SoleSource\\_Groome\\_Hydroblasting.pdf](#)

This Report Action Item was approved.

[25-0024](#)

Request to award Unit H-25 Lawe Street Bridge over Fox River Repairs project to Norcon Corporation in the amount of \$203,946 with a 10% contingency of \$20,394.60, for a project total not to exceed \$224,340.60.

**Attachments:** [H-25 Contract Award Form and Bid Tabs.pdf](#)

This Report Action Item was approved.

- 6. **MINUTES OF THE COMMUNITY DEVELOPMENT COMMITTEE**
  - 7. **MINUTES OF THE UTILITIES COMMITTEE**
  - 8. **MINUTES OF THE HUMAN RESOURCES & INFORMATION TECHNOLOGY COMMITTEE**
  - 9. **MINUTES OF THE FOX CITIES TRANSIT COMMISSION**
  - 10. **MINUTES OF THE BOARD OF HEALTH**
  - M. CONSOLIDATED ACTION ITEMS
  - N. ITEMS HELD
  - O. ORDINANCES
  - P. LICENSE APPLICATIONS AND COMMUNICATIONS REFERRED TO COMMITTEES OF JURISDICTION
  - Q. RESOLUTIONS SUBMITTED BY ALDERPERSONS REFERRED TO COMMITTEES OF JURISDICTION
- [25-0062](#) Resolution #1-R-25 Fire Department Paramedic Service Level
- Attachments:** [#1-R-25 Fire Dept. Paramedic Service Level.pdf](#)
- R. OTHER COUNCIL BUSINESS
  - S. CLOSED SESSION

[25-0042](#)

The Common Council may go into closed session according to State Statute §19.85(1)(e) (deliberating or negotiating the purchasing of public properties, investing of public funds or conducting other specific public business when competitive or bargaining reasons require a closed session) for the purpose of deliberating or negotiating items related to the potential investment of public funds for a development project on the city's north side. Upon conclusion of the closed session, the Common Council will then reconvene into open session.

**Aldersperson Hartzheim moved, seconded by Aldersperson Croatt, that the Common Council convene into closed session at 7:39 p.m. Roll Call. Motion carried by the following vote:**

**Aye:** 14 - Aldersperson William Siebers, Aldersperson Vered Meltzer, Aldersperson Brad Firkus, Aldersperson Martyn Smith, Aldersperson Katie Van Zeeland, Aldersperson Denise Fenton, Aldersperson Patrick Hayden, Aldersperson Alex Schultz, Aldersperson Vaya Jones, Aldersperson Kristin Alfheim, Aldersperson Nate Wolff, Aldersperson Sheri Hartzheim, Aldersperson Christopher Croatt and Aldersperson Chad Doran

**Absent:** 1 - Aldersperson Patti Heffernan

**Abstained:** 1 - Mayor Jake Woodford

## T. ADJOURN

*Aldersperson Hartzheim moved, seconded by Aldersperson Fenton that the Common Council reconvene into open session at 8:52 p.m.*

*Roll Call. Motion carried 12/0 (Aldersperson Wolff left at 8:28 p.m.) and the Council reconvened in open session at 8:52 p.m.*

*No action was taken in Closed Session.*

**Aldersperson Hartzheim moved, seconded by Aldersperson Croatt, that the meeting be adjourned at 8:52 p.m. Roll Call. Motion carried by the following vote:**

**Aye:** 12 - Aldersperson William Siebers, Aldersperson Vered Meltzer, Aldersperson Brad Firkus, Aldersperson Martyn Smith, Aldersperson Katie Van Zeeland, Aldersperson Denise Fenton, Aldersperson Patrick Hayden, Aldersperson Alex Schultz, Aldersperson Vaya Jones, Aldersperson Sheri Hartzheim, Aldersperson Christopher Croatt and Aldersperson Chad Doran

**Excused:** 2 - Aldersperson Kristin Alfheim and Aldersperson Nate Wolff

**Absent:** 1 - Aldersperson Patti Heffernan

**Abstained:** 1 - Mayor Jake Woodford

Kami Lynch, City Clerk



CITY OF  
APPLETON



# I-41 PROJECT UPDATES



Connecting  
Northeast Wisconsin

I-41 from APPLETON to DE PERE

[i41project.wisconsin.gov](http://i41project.wisconsin.gov)



# I-41 PROJECT TIMELINE



- Overall Project Improvements
- 2025 Appleton Area Construction
  - I-41 Mainline: WIS 96 to Lynndale Drive (2025-2026)
  - WIS 96 Interchange (2025-2026)
  - WIS 15 Interchange (2024-2025)
  - Ballard Road Interchange
- 2026 Appleton Area Construction
  - I-41 Mainline: Lynndale Drive to Holland Road (2026-2029)
  - WIS 47 Interchange
  - I-41/WIS 441 System Interchange (2026-2029)
  - French Road Overpass
- Aesthetic Elements

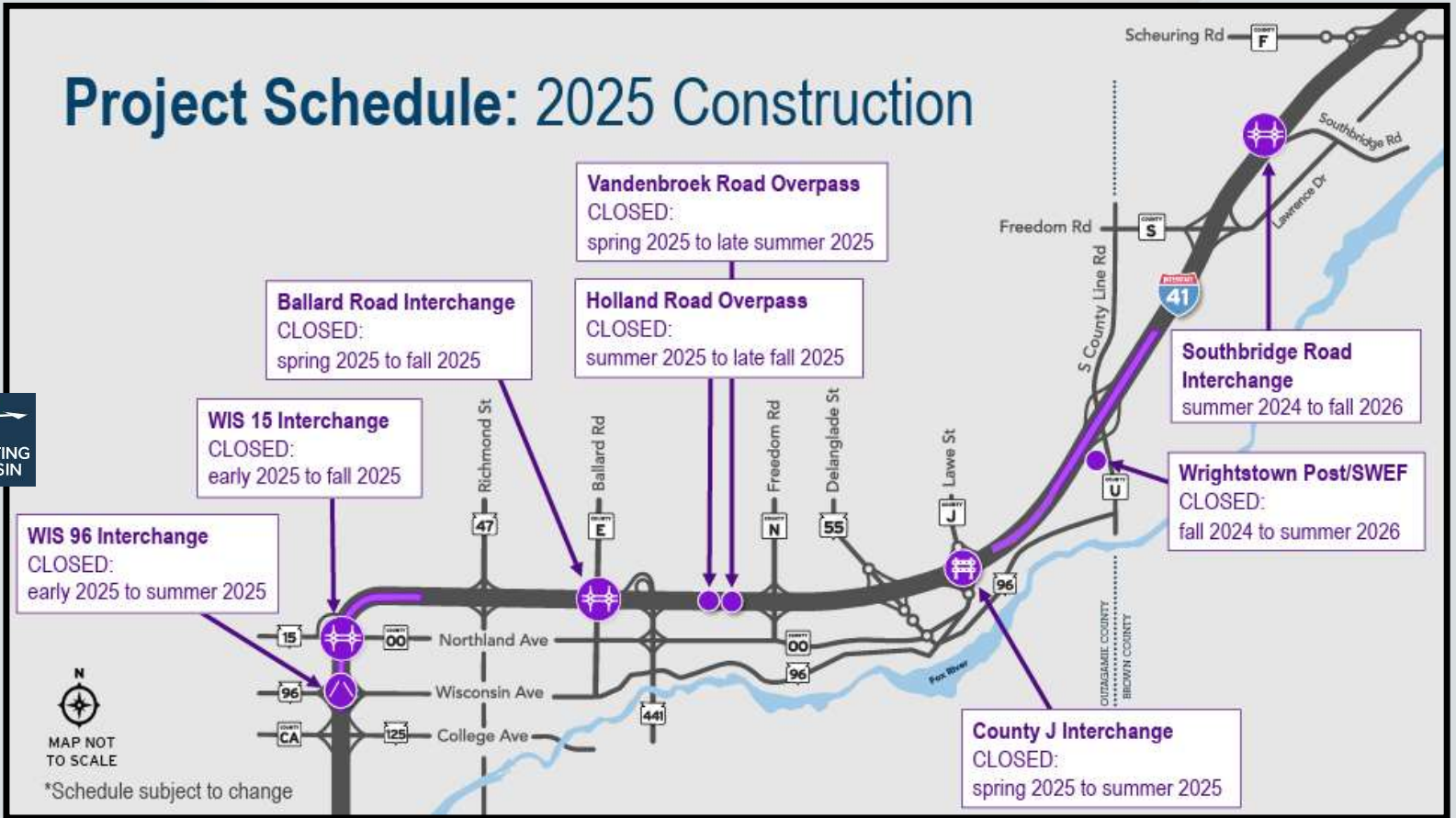




# 2025 CONSTRUCTION



## Project Schedule: 2025 Construction



# I-41 MAINLINE AND WIS 96 INTERCHANGE



- 2025 I-41 mainline construction from WIS 96 to Lynndale Drive
  - Highway expansion to 6 travel lanes
  - Four lanes of traffic will remain open during peak hours
  - Lynndale Drive overpass will be reduced to one lane in each direction Feb - Fall 2025
- WIS 96 (Wisconsin Ave) Southbound off-ramp will be reconstructed with addition of auxiliary lanes and dual turn lanes
- <https://i41project.wisconsin.gov/construction#wis-96-interchange>
  1. Southbound exit ramp closed March 2025 - Summer 2025
  2. Northbound entrance ramp closed Summer 2026 - Fall 2026





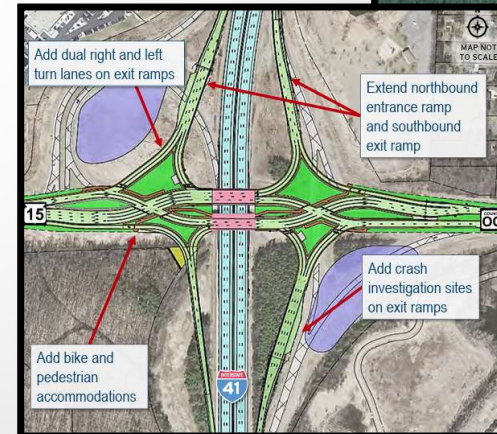
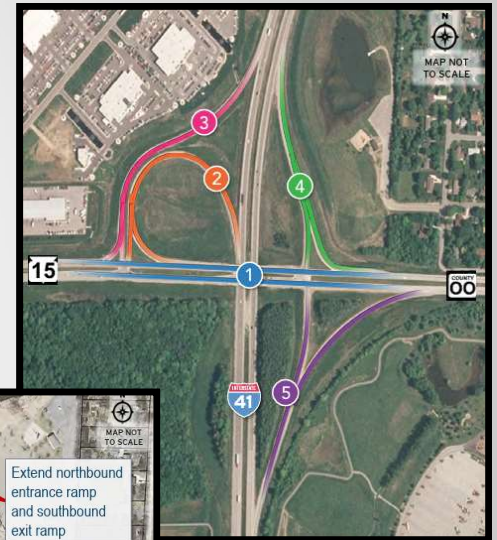
# WIS 15 INTERCHANGE



WIS 15/County OO/Northland Ave will be a Diverging Diamond Interchange, include crash investigation sites, and will add bicycle and pedestrian accommodations

<https://i41project.wisconsin.gov/construction#wis-15-interchange>

1. Wis 15/CTH OO/Northland Ave Bridge over I-41 closed Feb. 3
2. I-41 Southbound entrance ramp closed Feb. 3, 2025 - Fall 2025
3. I-41 Southbound exit ramp right turns only beginning Feb. 3, Fully closed Late Summer 2025 - Fall 2025
4. I-41 Northbound entrance ramp closed May 2025 - Fall 2025
5. I-41 Northbound exit ramp closed June 2025 - Fall 2025



# BALLARD ROAD IMPROVEMENTS



Ballard Road will be a Diverging Diamond Interchange, include additional bicycle and pedestrian accommodations, reconstruct ~600' of Capitol Drive, and resurface existing park and ride facility



<https://i41project.wisconsin.gov/construction#ballard-road-interchange>

# BALLARD ROAD TIMELINE



1. Ballard Road Bridge over I-41 closed Spring - Late Fall 2025
2. I-41 Southbound entrance and exit ramps closed Spring 2025 - Fall 2025
3. I-41 Northbound entrance and exit ramps closed Summer 2025 - Fall 2025
4. Ballard Road and Capitol Drive Construction  
Late Summer - Fall 2025
  - Capitol Drive between Commerce Court and Ballard Road will be closed
  - Capitol Drive and Ballard Road Intersection will be staged to allow through-traffic

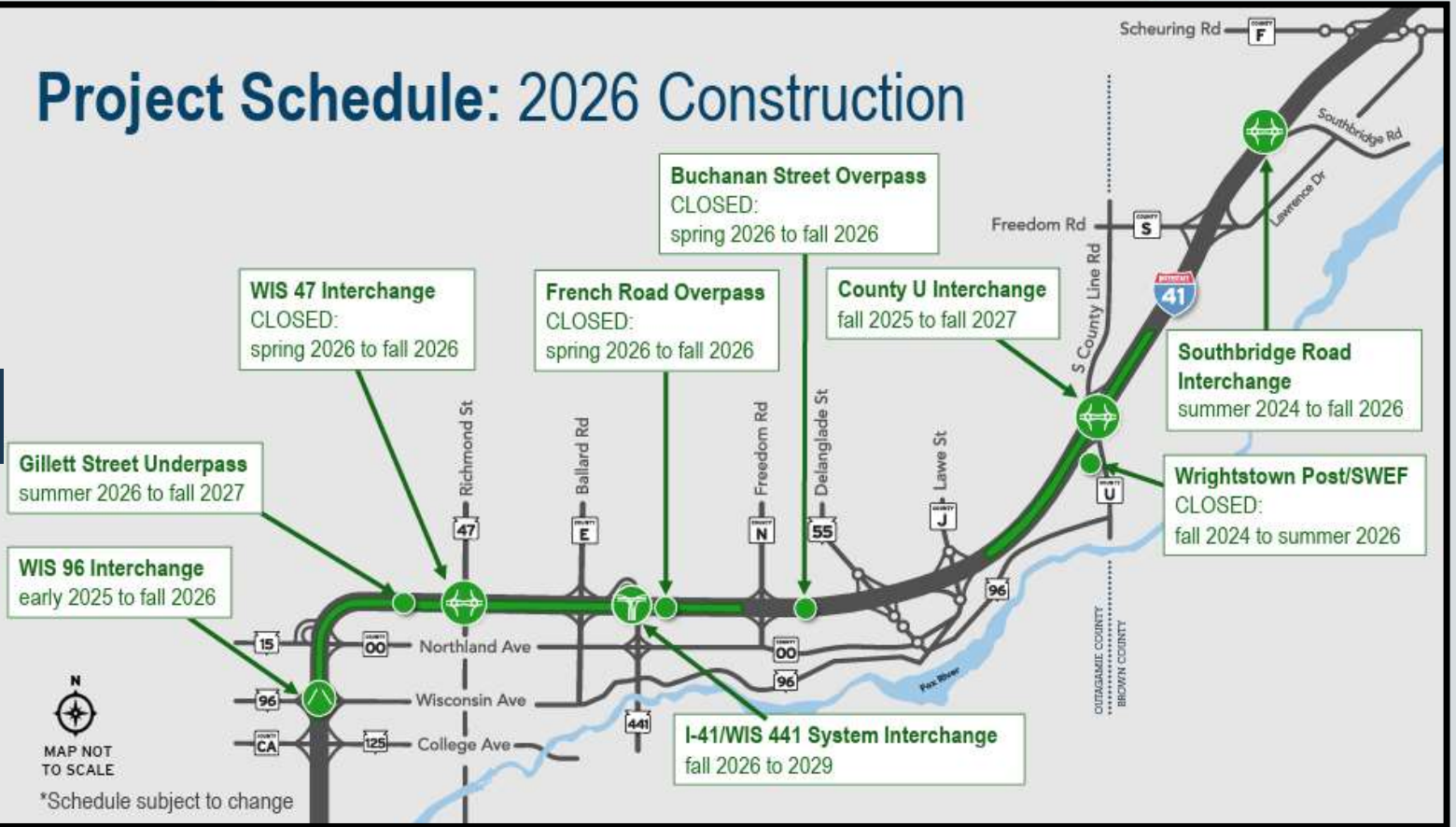




# 2026 CONSTRUCTION



## Project Schedule: 2026 Construction



\*Schedule subject to change

# 2026 CONSTRUCTION IMPROVEMENTS



- I-41 mainline construction for 2026 includes:
  - Completion of mainline from WIS 96 to Lynndale Drive (2025-2026)
  - Commencement of mainline from Lynndale Drive to Holland Road (2026-2029)
- WIS 47 Interchange construction  
Spring – Fall 2026
  - Diverging Diamond Interchange
- French Road Overpass  
Spring - Fall 2026
- I-41/WIS 441 System Interchange  
Fall 2026 – 2029
  - Interchange will be improved to include ramp speeds of 55+ mph



# AESTHETIC ELEMENTS



## BASKET WEAVE NOISE BARRIER



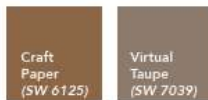
HIGHWAY SIDE

## ASHLAR NOISE BARRIER



RESIDENT SIDE

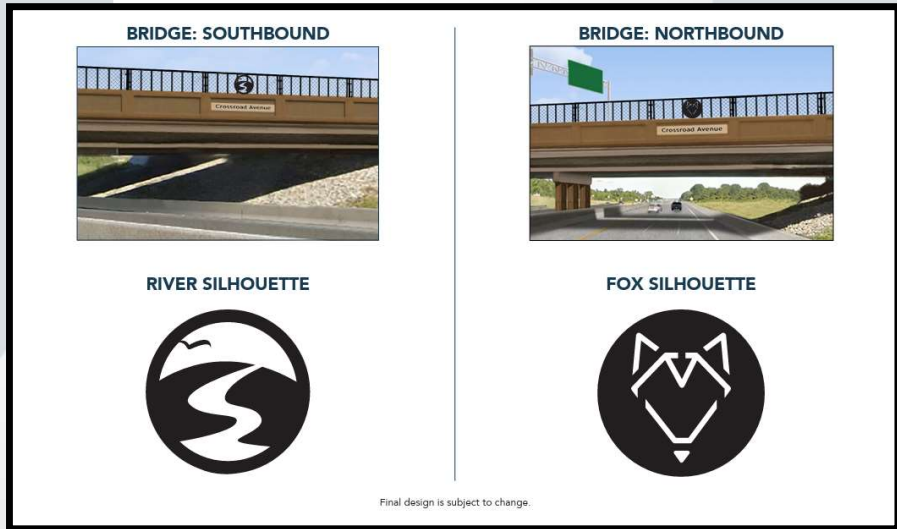
### NOISE BARRIERS:



Final design is subject to change.

- Noise barrier form liner and staining concepts reflect input obtained through the noise barrier voting and outreach process
- Noise barrier staining is now part of the overall wall system and does not require local cost share

# AESTHETIC ELEMENTS



**BRIDGES AND RETAINING WALLS:**

Craft Paper (SW 6125)	Virtual Taupe (SW 7039)
Whole Wheat (SW 6121)	Tricorn Black (SW 6258)

Final design is subject to change.





# CONNECTING WISCONSIN



Visit the I-41 Project  
website by scanning  
the QR code

[i41project.wisconsindot.gov](http://i41project.wisconsindot.gov)



# CITY OF APPLETON

**Date:** February 19<sup>th</sup>,2025

**To:** Members of the Common Council

**From:** Mayor Jacob A. Woodford

**Subject:** Confirmation of Reappointments

---

It is with pleasure that I present the following reappointments for your confirmation at the February 19<sup>th</sup>,2025, Common Council meeting.

**Appleton Public Arts Committee** – Reappointment

Jayne Laste

3- Year Term

Term Ends December 2028



DEPARTMENT OF  
**PUBLIC  
WORKS**

**MEMORANDUM**

**Date:** February 10, 2025  
**To:** Municipal Services Committee  
**From:** Chad Weyenberg, Project Engineer  
Pete Neuberger, City Engineer / Deputy Director of Public Works  
**Subject:** Approve Contract Amendment #1 for the Real Estate Services contract with Right of Way Professionals, Inc. by an increase of \$3,300 for a total contact amount not to exceed \$25,560.

---

The Department of Public Works is requesting contract amendment with Right of Way Professionals, Inc. for Real Estate Services by an increase of \$3,300 for a total contact amount not to exceed \$25,560.

The consultant's proposal and original contract for real estate services Olde Oneida Street Bridge over Power Canal anticipated that two separate parcels, owned by the same owner, could be combined into one appraisal to meet WisDOT acquisition requirements. However, based on the latest WisDOT guidance, each of the same-owner parcels in question requires a separate appraisal. Therefore, one additional appraisal and one additional appraisal review are required.

Work under this contract is charged on a unit rate basis. Added costs for one appraisal at \$2,500 and one appraisal review at \$800 are needed. Sufficient funds remain in the 2025 bridge budget to cover the necessary costs.



# CITY OF APPLETON

## MEMORANDUM

**Date:** 1/23/25

**To:** Municipal Services Committee

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

**Subject:** Ordinance changes related to designated Prevea stalls on 100 W Washington St

---

At its 10/2/24 meeting, the Common Council approved an agreement allowing Prevea to purchase two on-street parking stalls on the 100 block of W. Washington Street (agenda item [24-1233](#)). The following ordinance changes are necessary to implement this change.

1. **Create:** “Metered parking be designated on the south side of Washington Street from Appleton Street to a point 64 feet west of Oneida Street.”
2. **Create:** “Parking be designated as “Prevea Customer Parking Only, 7:30 a.m. to 5:00 p.m. Monday through Friday” on the south side of Washington Street from a point 25 feet west of Oneida Street to a point 64 feet west of Oneida Street.”





# CITY OF APPLETON

## MEMORANDUM

**Date:** 1/23/25

**To:** Municipal Services Committee

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

**Subject:** Ordinance changes related to the A-25 Cherryvale Av Reconstruction Project

---

The Cherryvale Avenue reconstruction project (south city limits to Apple Creek) will occur during the 2025 construction season. This memo addresses the parking and traffic restrictions that are necessary to implement the Council-approved project design.

1. **Create:** "Parking be prohibited on the west side of Cherryvale Avenue from Ashbury Drive to the south city limits."
2. **Create:** "Parking be prohibited on the east side of Cherryvale Avenue from Ashbury Drive to a point 530 feet south of Ashbury Drive."



# CITY OF APPLETON

## MEMORANDUM

**Date:** 02/10/25

**To:** Municipal Services Committee

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

**Subject:** Approve ordinance change related to new traffic signal at the Edgewood/French intersection

---

In conjunction with the I-41 capacity expansion project and the planned closure of the I-41/Ballard Rd interchange in 2025, a traffic signal will be constructed at the Edgewood Drive/French Road intersection in the coming months. This memo addresses the related traffic ordinance change that is necessary.

1. **Create:** "Remove existing stop signs and install a traffic signal at the Edgewood Drive (CTH JJ) / French Road intersection."



# CITY OF APPLETON

## MEMORANDUM

**Date:** 02/10/25  
**To:** Municipal Services Committee  
**From:** Eric Lom, P.E., City Traffic Engineer  
**Subject:** Approve Traffic ordinance changes for Lumbini Estates Subdivision

---

The Lumbini Estates subdivision will be constructed in 2025. This will include the construction of Nana Lane, Saket Street, Resunga Court and a portion of Vail Lane. Outlined below are the recommended traffic-related ordinance changes associated with these added roadways.

### Intersection Control

1. **Create:** "Install a stop sign on Nana Lane at Plank Road."
2. **Create:** "Install a stop sign on Resunga Court at Nana Lane."
3. **Create:** "Install a stop sign on Saket Street at Midway Road (CTH "AP")."

### Parking

Per the development agreement, parking will be prohibited on one side of all streets.

1. **Create:** "Parking be prohibited on the east side of Resunga Court."
2. **Create:** "Parking be prohibited on the north side of Nana Street from Plank Road to Vail Lane."
3. **Create:** "Parking be prohibited on the east side of Saket Street from Midway Road (CTH "AP") to Nana Lane."
4. **Create:** "Parking be prohibited on the west side of Vail Lane from Nana Lane to a point 135 feet west of Solitude Lane."



# CITY OF APPLETON

## MEMORANDUM

**Date:** 02/10/25

**To:** Municipal Services Committee

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

**Subject:** Approve Ordinance changes related to the B-25 Morrison St Reconstruction Project

---

The Morrison Street reconstruction project (Wisconsin Avenue to Pershing Street) will occur during the 2025 construction season. This memo addresses the parking and traffic restrictions that are necessary to implement the Council-approved project design.

1. **Create:** "Parking be prohibited on Morrison Street from a point 35 feet south of Brewster Street to a point 35 feet north of Brewster Street."
2. **Create:** "Parking be prohibited on Lindbergh Street from a point 35 feet west of Morrison Street to a point 35 feet east of Morrison Street."
3. **Create:** "Parking be prohibited on the west side of Morrison Street from Glendale Avenue to a point 110 feet north of Pershing Street."
4. **Create:** "Replace yield signs with stop signs on Morrison Street at Marquette Street."



# CITY OF APPLETON

## MEMORANDUM

**Date:** 02/10/25  
**To:** Municipal Services Committee  
**From:** Eric Lom, P.E., City Traffic Engineer  
**Subject:** Approve Ordinance changes related to the A-25 Perkins St Reconstruction Project

---

The Perkins Street reconstruction project (Prospect Avenue to the railroad tracks) will occur during the 2025 construction season. This memo addresses the parking restrictions that are necessary to implement the Council-approved project design.

1. **Create:** "Parking be prohibited on the east side of Perkins Street from Prospect Avenue to Leonard Street."
2. **Create:** "Parking be prohibited on the west side of Perkins Street from a point 357 feet south of Leonard Street to a point 490 feet south of Leonard Street."
3. **Create:** "Parking be prohibited on the west side of Perkins Street from a point 90 feet north of Charles Street to a point 42 feet south of Charles Street."



# CITY OF APPLETON

## MEMORANDUM

**Date:** 02/10/25

**To:** Municipal Services Committee

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

**Subject:** Approve traffic & parking ordinance changes for Trailview Estates South 3 Subdivision

---

The *Trailview Estates South 3* subdivision will be constructed in 2025. This will include the construction of Gladiolus Place (west of Golden Gate Drive), Gladiolus Court, and Tulip Trail (from Gardenia Drive to Gladiolus Place).

Per the development agreement, parking will be prohibited on one side Gladiolus Place and Gladiolus Court. To implement this, the following ordinance changes are necessary:

1. **Create:** "Parking be prohibited on the north side of Gladiolus Place from Golden Gate Drive to Tulip Trail."
2. **Create:** "Parking be prohibited on the north side of Gladiolus Court."



# CITY OF APPLETON

## MEMORANDUM

**Date:** 02/10/2025  
**To:** Municipal Services Committee  
**From:** Michael Hardy, P.E., Traffic Engineer  
Pete Neuberger, P.E., City Engineer / Deputy Director of Public Works  
**Subject:** Approve Sole Source Purchase of Decorative Streetlight Poles for College Avenue Bridge

---

Department of Public Works – Traffic Section recommends for approval sole source purchase of new decorative metal streetlight poles for College Avenue Bridge over the Fox River in the amount of \$88,592.00, plus shipping, from Visual Impact Lighting. Fifty percent of payment will be due at the time of order, and the remaining fifty percent will be due upon receipt of the order. The existing poles, procured through the bridge construction contract in 2009, have experienced significant rusting, resulting in reduced structural integrity and staining of the concrete bridge walls. Attempted resolution with the original pole manufacturer was ineffective, since the warranty had expired.

After extensive research, DPW Traffic Section has identified an alternative decorative metal pole manufacturer with the size and look very similar to the existing. DPW Traffic has also detailed the pole fabrication specification with the new manufacturer to best assure the rust experience does not repeat. These will replace the existing poles and arms, while the streetlight fixtures will be transferred.

This cost is within the approved 2025 budget. The poles have an eighteen-week delivery estimate from date of order. DPW Traffic will solicit bids for a separate installation contract in the summer of 2025, using appropriate 2025 maintenance funds.



## SOLE SOURCE REQUEST

The undersigned certifies that the commodity/service shown below qualifies as a sole source request and meets one or more of the following requirements. The department has demonstrated, and the Purchasing Manager concurs that only one source exists, the price is equitable, and/or noncompetitive negotiation is in the best interests of the City.

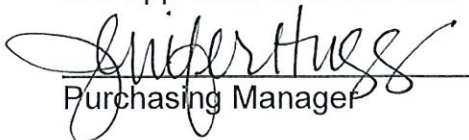
- Unique, proprietary, or one-of-a-kind:** Specific commodity/service is required and available from only one source, giving the City a superior and necessary benefit that cannot be obtained from other sources.
- Inadequate competition:** Purchasing solicitation (bid, proposal, or quote) did not result in any qualified vendor responses and competition is determined to be inadequate.
- Health or Safety Concern:** When a health or safety concern exists that is *not* an immediate threat but needs to be addressed in a period that does not allow for formal competitive procurement procedures.
- Continuity of design:** Consistency with current commodity or service.
- Emergency procurement:** A risk of human suffering or substantial damage to real or personal property exists requiring immediate attention.
- Cooperative purchase:** Purchase from another governmental unit contract or state approved purchasing association.
- Other:** Description provided below

--

### PROPOSED DETAILS

Requesting dept: Public Works
Product/service: Decorative metal streetlight poles for College Avenue Bridge
Vendor name: Visual Impact Lighting
Total cost: \$88,592 not to exceed \$95,000

Justification and price quotation provided by the department, for the items to be considered and approved as a sole source purchase attached for review.

  
Purchasing Manager

2/6/2025  
Date





DEPARTMENT OF  
**PUBLIC  
WORKS**

**MEMORANDUM**

**Date:** February 10, 2025  
**To:** Municipal Services Committee  
**From:** Chad Weyenberg, Project Engineer  
**Subject:** Award Unit T-25 2025 Bridge Underwater Dive Inspections Contract to Ayres Associates, Inc., in an amount not to exceed \$28,000.

---

The Department of Public Works (DPW) requests approval to award 2025 Bridge Underwater Dive Inspections Contract to Ayres Associates, Inc. (Ayres), in an amount not to exceed \$28,000.

The State of Wisconsin requires the City to inspect, record and report to the State on the condition of its bridge piers and abutments every five years. This contract will authorize Ayres to provide services enabling the City to meet this requirement.

DPW requested proposals from six qualified consulting firms located in Wisconsin. The City received two qualified proposals from Ayres (\$26,700) and Collins Engineers, Inc. (\$55,312).

Ayres has performed more than 3,000 underwater inspections which gives them related experience and their personnel has the necessary team experience to complete the required tasks. In addition, they also demonstrated a good project understanding and approach.



DEPARTMENT OF  
**PUBLIC  
WORKS**

## MEMORANDUM

**Date:** February 10, 2025  
**To:** Municipal Services Committee  
**From:** Chad Weyenberg, Project Engineer  
**Subject:** Approve Contract Amendment #1 for 2025 Repair and Maintenance Program for the Red, Green and Yellow Parking Garages contract with Desman Inc. by an increase of \$8,500 for a total contact amount not to exceed \$104,870.

---

The Department of Public Works is requesting a contract amendment with Desman Inc. for the 2025 Repair and Maintenance Program for the Red, Green and Yellow Parking Garages contract by an increase of \$8,500 for a total contact amount not to exceed \$104,870.

This amendment will allow Desman and their electrical subconsultant to provide design services for the installation and electrical distribution for the addition of an electrical vehicle charging station to the lower level of the Yellow Garage. Timing will allow the work to be included in the 2025 ramp repairs project to be bid in early 2025, which includes an electrical systems component, for improved coordination and economy of scale.

To keep the project moving forward, staff is requesting this amendment now, before the design is finalized and the project goes out to bid.



# CITY OF APPLETON

Department of Public Works  
Engineering Division  
100 N. Appleton St. Fl. 5  
Appleton, WI 54911-4702  
p: 920-832-6474

<https://www.appleton.org/government/public-works>

(Effective January 1, 2024 25)

## DEPARTMENT OF PUBLIC WORKS FEE SCHEDULES 2025

Description	Current Fee	Taxable Yes/No	Total	Last Date Updated
<b>PERMITS</b>				
*Meter Bags (per bag/per day) – including loading zone meters	\$9.00	Yes, add \$0.50	\$9.50	2011
Ramp Permits – monthly (Red, Yellow, Green Ramps)	\$40.00/ month	Yes, add \$2.20	\$42.20	2023
Access Card Purchase/Replacement	<del>\$3.00</del> - \$5.00	Yes, add <del>\$0.17</del> \$0.28	<del>\$3.17</del> \$5.28	2025
Private Directional Signs (Annual Renewal Fee)	\$20.00	No		2004
	\$10.00	No		
Block Party Permit	\$15.00	No		2011
Street Excavation Permit	\$200 or \$350	No		2024
Street Excavation Permit - Expedited Fee	\$100	No		2024
Street Occupancy (Annual/City-wide)	\$250.00	No		2011
Street Occupancy (Temporary/Permanent)	\$40.00	No		2011
Private Small Cell Wireless – New Poles in Public ROW (one-time fee)	\$500 (1 to 5 poles) \$100 for each pole > 5	No		2019
Private Small Cell Wireless – Collocating on existing City Pole	Annual Fee: \$270/pole/year	No		2019
Snow Removal Hazard Charge	\$75.00 + \$.40 per foot over 100 feet	No		2000
Re-staking / Re-inspection Fee	\$40.00	No		2011

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



# CITY OF APPLETON

Department of Public Works  
 Engineering Division  
 100 N. Appleton St. Fl. 5  
 Appleton, WI 54911-4702  
 p: 920-832-6474

<https://www.appleton.org/government/public-works>

Description	Current Fee	Taxable Yes/No	Total	Last Date Updated
<b>OPERATIONS</b>				
Grass Clippings Site Drop-Off	\$4.00/bag	No		2013
	\$40.00/card	No		2013
Appliance Site Drop-Off	Freon \$20.00	No		2004
	Non Freon \$15.00	No		2004
Overflow Tags Curbside Removal	\$4.00/bag	No		2013
Weight Limit Permit	\$50.00 per address	No		
Tires – 18” diameter or smaller. (Limit four per household)	\$12.00/tire	No		2024
Noncompliant Item Curbside Removal	\$250.00	No		2022
<b>AUTOMATED CONTAINERS</b>				
35-40 gallon garbage cart	<del>\$0.60</del> - \$0.65/week	No		2024 2025
60-65 gallon garbage cart	<del>\$1.20</del> - \$1.30/week	No		2024 2025
90-95 gallon garbage cart	<del>\$1.80</del> - \$1.95/week	No		2024 2025
Additional carts	\$2.00 per each 30 gallons	No		2024
95 gallon recycling cart	No Charge			
65 gallon recycling cart	No Charge			
<b>MISCELLANEOUS</b>				
Stolen Construction Sign	\$500.00	No		2022
Administrative Fee (applied to service invoices)	3%	No		2024
Small Tools Fee (applied to applicable service invoices)	3%	No		2024

Form  
AB-200

## Alcohol Beverage License Application

For Municipal Use Only	
Municipality	Appleton
License Period	24-25

License(s) Requested: (up to two boxes may be checked)

- Class "A" Beer ..... \$ \_\_\_\_\_      Class "B" Beer ..... \$ 100  
 "Class A" Liquor ..... \$ \_\_\_\_\_      "Class B" Liquor ..... \$ \_\_\_\_\_  
 "Class A" Liquor (cider only) \$ \_\_\_\_\_      Reserve "Class B" Liquor \$ 10500  
 "Class C" Liquor (wine only) \$ \_\_\_\_\_

Fees	
License Fees	\$ 10,600
Background Check Fee	\$ 60
Publication Fee	\$ 7
<b>Total Fees</b>	<b>\$ 10,667</b>

### Part A: Premises/Business Information

1. Legal Business Name (individual name if sole proprietorship) <u>Delaire's LLC</u>			
2. Business Trade Name or DBA <u>Delaire's</u>			
3. FEIN		4. Wisconsin Seller's Permit Number <u>456-1031294282-04</u>	
5. Entity Type (check one) <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Limited Liability Company <input type="checkbox"/> Corporation <input type="checkbox"/> Nonprofit Organization			
6. State of Organization <u>Wisconsin</u>		7. Date of Organization <u>9/20/2022</u>	8. Wisconsin DFI Registration Number <u>D073986</u>
9. Premises Address <u>823 <del>827</del> W. College Ave.</u>			
10. City <u>Appleton</u>		11. State <u>WI</u>	12. Zip Code <u>54914</u>
13. County <u>Outagamie</u>	14. Governing Municipality: <input checked="" type="checkbox"/> City <input type="checkbox"/> Town <input type="checkbox"/> Village of: <u>Appleton</u>		15. Aldermanic District <u>11</u>
16. Premises Phone <u>727-808-9092</u>	17. Premises Email <u>delaires.wb@gmail.com</u>		18. Website _____
19. Premises Description - Describe the building or buildings where alcohol beverages are produced, sold, stored, or consumed, and related records are kept. Describe all rooms within the building, including living quarters. Authorized alcohol beverage activities and storage of records may occur only on the premises described in this application. Attach a map or diagram and additional sheets if necessary. <u>1779 sq. ft. premise where alcohol will be sold and stored. Alcohol consumed in bar area. Alcohol will be sold over bartop and stored in a backroom.</u>			
20. Mailing Address (if different from premises address)			
21. City		22. State	23. Zip Code

### Part B: Questions

1. Has the business (sole proprietorship, partnership, limited liability company, or corporation) been convicted of violating federal or state laws or local ordinances? Exclude traffic offenses unless related to alcohol beverages. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, list the details of violation below. Attach additional sheets if necessary.			
Law/Ordinance Violated		Location	Trial Date
Penalty Imposed		Was sentence completed? . . . . <input type="checkbox"/> Yes <input type="checkbox"/> No	
Law/Ordinance Violated		Location	Trial Date
Penalty Imposed		Was sentence completed? . . . . <input type="checkbox"/> Yes <input type="checkbox"/> No	

2. Are charges for any offenses pending against the business? Exclude traffic offenses unless related to alcohol . . .  Yes  No  
 beverages.

If yes, describe the nature and status of pending charges using the space below. Attach additional sheets as needed.

3. Is the applicant business or any of its officers, directors, members, agent, employees, owners, or other related individuals or entities a restricted investor with any interest in an alcohol beverage producer or distributor? . . .  Yes  No  
 If yes, provide the name of the restricted investor and describe the nature of the interest.

4. Is the applicant business owned by another business entity? . . . . .  Yes  No  
 If yes, provide the name(s) and FEIN(s) of the business entity owners below. Attach additional sheets as needed.

4a. Name of Business Entity	4b. Business Entity FEIN
-----------------------------	--------------------------

5. Have the partners, agent, or sole proprietor satisfied the responsible beverage server training requirement for this license period? Submit proof of completion. . . . .  Yes  No

6. Is the applicant business indebted to any wholesaler beyond 15 days for beer or 30 days for liquor/wine? . . . . .  Yes  No

7. Does the applicant business owe past due municipal property taxes, assessments, or other fees? . . . . .  Yes  No

**Part C: Individual Information**

List the name, title, and phone number for each person or entity holding the following positions in the applicant business or businesses listed in Part B, Question 4: sole proprietor, all officers, directors, and agent of a corporation or nonprofit organization, all partners of a partnership, and all members, managers, and agent of a limited liability company. Attach additional sheets if necessary.

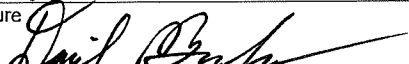
Include Form AB-100 for each person listed below. Corporations and LLCs must appoint an agent by including Form AB-101.

Last Name	First Name	Title	Phone
Boulanger	David	owner	

**Part D: Attestation**

One of the following must sign and attest to this application:  
 • sole proprietor      • one general partner of a partnership      • one corporate officer      • one member of an LLC

**READ CAREFULLY BEFORE SIGNING:** Under penalty of law, I have answered each of the above questions completely and truthfully. I agree that I am acting solely on behalf of the applicant business and not on behalf of any other individual or entity seeking the license. Further, I agree that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another individual or entity. I agree to operate this business according to the law, including but not limited to, purchasing alcohol beverages from state authorized wholesalers. I understand that lack of access to any portion of a licensed premises during inspection will be deemed a refusal to allow inspection. Such refusal is a misdemeanor and grounds for revocation of this license. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Last Name Boulanger	First Name David	M.I. D
Title owner	Email	Phone
Signature 	Date 4/10/24	

**Part E: For Clerk Use Only**

Date Application Was Filed With Clerk 4-10-2024	License Number	Date License Granted	Date License Issued
Signature of Clerk/Deputy Clerk		Date Provisional License Issued (if applicable)	



# City of Appleton Alcohol License Questionnaire

1. Name of Applicant: David Boulanger

2. Name of Business: Delaire's

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

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

3. Address of Business: 827 W. College Ave, Appleton WI 54914  
823

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

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

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

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

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

<u>David</u>	<u>D</u>	<u>Boulanger</u>	
First name	M.I.	Last name	Date of Birth / /
First name	M.I.	Last name	Date of Birth / /
First name	M.I.	Last name	Date of Birth / /
First name	M.I.	Last name	Date of Birth

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

Name: \_\_\_\_\_  
First name Middle Initial Last name

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

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

Name: Empty / VACANT

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

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

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

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

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

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

\_\_\_\_\_ months ago.

10. Seating capacity: Inside 15 Outside 0

11. Operating hours (Inside the building): 10AM - 10PM  
Operating hours (Outdoor seating areas): -

12. Employees/Staff

Number of floor personnel 1 Number of door checkers \_\_\_\_\_

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

a. Gross floor building area of the premises to be licensed: 1779 square feet.


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

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

Serving coffee with liquor.

See attached business plan for more details.

Open every day 10am-10pm

  
Signature

4/10/24  
Date



<b>Agent Type</b> (check one)	
<input checked="" type="checkbox"/> Original (no fee)	<input type="checkbox"/> Successor (\$10 fee for municipal licensees only)

<b>Part A: Business Information</b>	
1. Legal Business Name (individual name if sole proprietor) Delaire's LLC	
2. Business Trade Name or DBA Delaire's	
3. Entity Type (check one) <input checked="" type="checkbox"/> Limited Liability Company <input type="checkbox"/> Corporation <input type="checkbox"/> Nonprofit Organization	
4. Alcohol Beverage Business Authorization (check one) <input checked="" type="checkbox"/> Municipal Retail License <input type="checkbox"/> State Permit	5. If successor agent, provide State Permit or Municipal Retail License Number
6. Describe the reason for appointing a successor agent, if successor is checked above.	


<b>Part B: Agent Information</b>			
1. Last Name Boulanger	2. First Name David	3. M.I. D	
4. Email		5. Phone	
6. Home Address 1024 Sumac Drive			
7. City West Bend	8. State WI	9. Zip Code 53090	10. Age
11. Drivers License/State ID Number		12. Drivers License/State ID State of Issuance	

<b>Part C: Agent Questions</b>	
1. Have you satisfied the responsible beverage server training requirement? ..... Submit proof of completion.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
2. Have you completed Form AB-100, <i>Alcohol Beverage Individual Questionnaire</i> ? ..... Submit a completed Form AB-100 with this form.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
3. Have you been a Wisconsin resident for at least 90 continuous days? ..... See instructions for exceptions.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Continued →

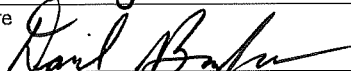
**Part D: Business Attestation**

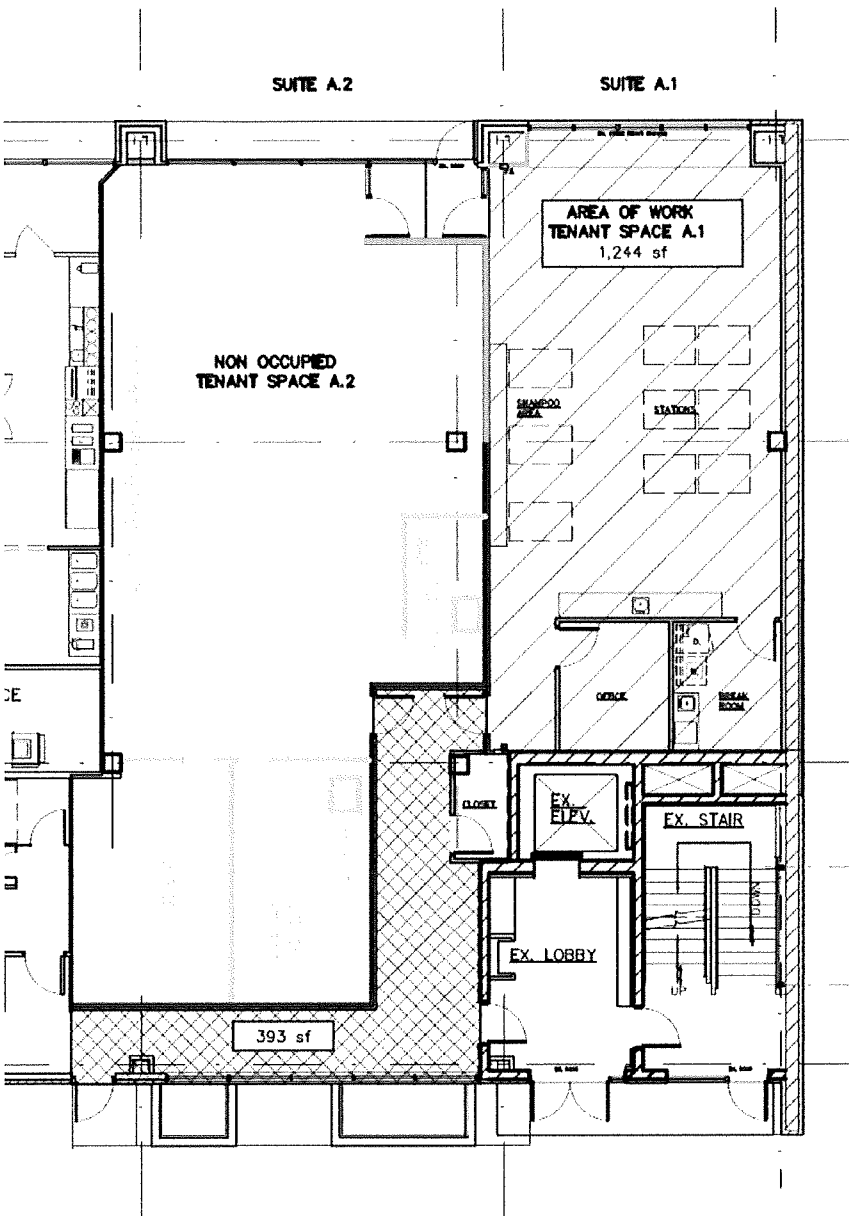
READ CAREFULLY BEFORE SIGNING: I, the **Undersigned**, authorize the above-named individual to act for the above-named corporation, nonprofit organization, or limited liability company with full authority and control of the premises and of all alcohol beverage activities on such premises. I certify that I am authorized by the above-named entity to authorize this individual to act on behalf of the entity. If I am appointing a successor agent, I rescind all previous agent appointments for this premises. Further, I understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Last Name <b>Boulanger</b>		First Name <b>David</b>	M.I. <b>D</b>
Title <b>Owner</b>	Email	Phone	
Signature 		Date <b>4/10/24</b>	

**Part E: Agent Attestation**

READ CAREFULLY BEFORE SIGNING: I, the **Agent**, hereby accept this appointment as agent for the above-named corporation, nonprofit organization, or limited liability company and assume full responsibility for the conduct of all alcohol beverage activities on the premises for the above-named business. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Last Name <b>Boulanger</b>		First Name <b>David</b>	M.I. <b>D</b>
Signature 		Date <b>4/10/24</b>	



## **Business Plan: Delaire's**

### **Executive Summary:**

Delaire's is a unique establishment that combines the cozy ambiance of a traditional coffee shop with the sophisticated offerings of a cocktail bar. Located in the heart of Appleton, our café aims to provide a welcoming environment where customers can enjoy expertly crafted coffee beverages during the day and indulge in signature cocktails in the evening.

### **Business Description:**

Delaire's will offer a diverse menu of high-quality coffee drinks, including espresso, cappuccino, latte, and specialty brews sourced from premium beans. Our skilled baristas will be trained to create exquisite coffee creations that cater to both traditional coffee aficionados and adventurous palates.

In addition to our coffee offerings, Delaire's will hold a liquor license, allowing us to serve a curated selection of spirits, wines, and craft beers. Our cocktail menu will feature innovative concoctions that blend classic recipes with modern twists, providing customers with a unique drinking experience.

### **Target Market:**

Our target market includes a diverse range of individuals, including coffee enthusiasts, professionals seeking a relaxed workspace, students looking for a study spot, and individuals seeking a casual yet sophisticated atmosphere to socialize with friends or colleagues.

### **Competitive Advantage:**

Delaire's distinguishes itself from traditional coffee shops by offering alcoholic beverages, creating a one-of-a-kind experience for customers. Our commitment to quality extends beyond our coffee beans to our selection of spirits, ensuring that every drink served meets the highest standards.

Additionally, our café will prioritize customer service, aiming to create a welcoming and inclusive environment where patrons feel valued and comfortable. Our knowledgeable staff will be trained to provide personalized recommendations and cultivate a sense of community among customers.

### **Marketing Strategy:**

Delaire's will utilize a multi-faceted marketing approach to attract customers and build brand awareness. This strategy will include:

1. **Social media marketing:** Engaging with customers through platforms such as Instagram, Facebook, and Twitter to showcase our offerings, promote special events, and interact with our online community.
2. **Local partnerships:** Collaborating with nearby businesses, such as bookstores or art galleries, to cross-promote our café and attract a diverse clientele.
3. **Event hosting:** Hosting regular events, such as live music performances, trivia nights, or cocktail workshops, to create buzz and attract new customers.
4. **Loyalty programs:** Implementing a loyalty program to reward repeat customers and encourage customer retention.

### **Financial Plan:**

Delaire's anticipates initial startup costs for equipment, furnishings, and renovations. We project steady growth in revenue over the first few years of operation, driven by increasing customer traffic and sales volume.

Revenue streams will primarily come from the sale of coffee beverages, alcoholic drinks, and light food offerings. We will carefully monitor expenses, including inventory, staffing, and marketing, to ensure profitability and sustainable growth.


In the event additional financing is required, Delaire's has the option to secure a line of credit of up to \$200,000 from one of our current businesses, providing flexibility to manage cash flow and unexpected expenses.

### **Conclusion:**

Delaire's offers a unique concept that combines the warmth of a coffee shop with the allure of a cocktail bar. With a focus on quality, innovation, and exceptional customer service, we are confident that our café will become a beloved destination for coffee enthusiasts and cocktail aficionados alike, operating from 10 am to 10 pm to accommodate our diverse customer base.

# Proposed Grafton lounge bar stalls at Plan Commission

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 [gmtdo.com/news\\_graphic/business/proposed-grafton-lounge-bar-stalls-at-plan-commission/article\\_6760f1a2-9575-11ec-aa9d-8f6037bb0a82.html](https://gmtdo.com/news_graphic/business/proposed-grafton-lounge-bar-stalls-at-plan-commission/article_6760f1a2-9575-11ec-aa9d-8f6037bb0a82.html)

By Melanie Boyung - Special to the News Graphic

February 24, 2022

GRAFTON — A proposal for a gaming lounge bar in downtown Grafton stalled this week, as the Plan Commission tabled the conditional use permit the business will require in order to obtain more information.

David Boulanger submitted an application for the conditional use permit to the Plan Commission, which met Tuesday. Boulanger said the proposed business for 1208 12th Ave., the former location of Lash Boutique in the commercial complex at the corner of 12th Avenue and Washington Street, would be a small establishment called Bella's Gaming Lounge, serving beer and bar snacks.

The plan included several television sets for sports game viewing and five bar gaming machines. According to Boulanger, the bar would have only 10 to 15 patrons at a time on the high end; there would be limited seating under the business plan, and he said the business would not produce high levels of noise, as it would be a quiet place to lounge, relax and play games rather than a traditional bar.

The permit application was tabled after a public hearing and Plan Commission discussion, during which there were concerns about noise, gambling on the bar video games and whether such an establishment fit the character of what the village of Grafton envisioned for downtown.

Village President and Plan Commission Jim Brunnquell asked Boulanger about patrons being able to win money at the game machines, noting some bars have that type of machine. Boulanger said there are machines like that, but gave no specific information about what games or type of games he planned to use in Bella's Gaming Lounge, beyond that they would be coin-operated machines.

"It's just going to be just like what you'll see in other bars in the area, that's the best I can tell you," Boulanger said.

Several other Plan Commissioners inquired about the specific games as well, and expressed concerns about gambling and the business's hours. The permit application indicated hours of opening at 8 a.m. daily and closing at 12 a.m. or 2 a.m., though Boulanger said he planned to close by midnight daily.

"To have it open at 8 a.m. when you're serving primarily alcohol ... I think that could potentially be an issue," Plan Commissioner Brittany Hess said.

The village's Community Development Director Jessica Wolff noted in discussion that the state has limitations on the actions a commission can take when a conditional use is listed for a district within the zoning code.

"If I could remind the Plan Commission, bars are a conditional use in the downtown. There has to be very specific grounds for denying a condition use under state statute, legally," she said.

The Plan Commission tabled the matter to next month's meeting, and directed Wolff to gather additional information about potential impacts of the planned business and consult the village's legal counsel for information about the process and application.

During the public hearing on the permit, Jeff and Julie Prochnow spoke against the planned business. The Prochnows recently received village approval to convert space above the bar's proposed location into tourist rooming houses; their concern was that a bar downstairs would cause noise and disruption to their business and others in the building, as they said the building's design was not very soundproof.

"I'm not a fan of the use, given the other uses in there," Plan Commissioner Mark Paschke said.

Jeremy Hahn, a resident of West Bend, spoke in favor of Bella's Gaming Lounge during the hearing. He said the lounge bar business model would cause noise only similar to what other area businesses create, and not greater noise.

"This is the commerce district. Downtowns are more noisy," Hahn said.



# Commission leery of plan for downtown bar

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 ozaukeeexpress.com/content/commission-leery-plan-downtown-bar

February 25, 2022

[Home](#) » Commission leery of plan for downtown bar  
February 25, 2022

A decision on a bar with gaming machines proposed for Grafton's Mill Square has been tabled amid concerns the operation may not fit into the village's downtown image.

The bar, which would be located in the former Lash Boutique Grafton at 1208 12th Ave., was proposed by David Boulanger.

Boulanger wants to establish a bar and video gambling lounge that only serves beer. He said the bar, which is not a franchise, would be the first he's opened.

Boulanger has not requested a full liquor license, which would come with a \$10,000 fee from the village.

## Ozaukee Press

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Wisconsin's largest paid circulation community weekly newspaper. Serving Port Washington, Saukville, Grafton, Fredonia, Belgium, as well as Ozaukee County government. Locally owned and printed in Port Washington, Wisconsin.



**VILLAGE OF GRAFTON**

**PLAN COMMISSION MEETING MINUTES**

**MARCH 22, 2022**

The Plan Commission meeting was called to order at 6:00 p.m. by Chair Jim Brunnuquell. The Pledge of Allegiance followed.

Plan Commissioners present: Village President Jim Brunnuquell, Trustee David Antoine, Carl Harms, Alan Kletti, Mark Paschke, and Heidi Ham

Commission members excused: Brittany Hess

Officials/Staff present: Trustee Amy Luft, Trustee Lisa Uribe Harbeck, Trustee Jim Miller, Trustee Dan Delorit, Community Development Director Jessica Wolff, Administrative Assistant Sara Young, and Village Attorney Johnathon Woodward.

**MINUTES**

Motion by Commissioner Harms, seconded by Commissioner Paschke, to approve the February 22, 2022 Plan Commission meeting as presented. Motion carried.

**HEAR PERSONS REQUESTING TO BE HEARD**

None.

**STATEMENT OF PUBLIC NOTICE**

**The purpose of the public hearing is to review and comment on a request by Food Dog LLC for a conditional use permit for an embroidery facility (Light Industrial) known at World Emblem International at 1000 Hickory Street**  
Statement of public notice was given by Administrative Assistant Sara Young. Community Development Director Jessica Wolff gave a summary on the conditional use permit request. She stated that the applicant is requesting a conditional use permit at the former Control Products facility. The business would occupy 36,200 square feet and offer embroidery services for garments and other marketing materials. The World Emblem has facilities in Texas, Illinois, Georgia, California, and Canada. The floor plan includes embroidery equipment, warehousing, shipping area, offices, and restrooms. Hours of operation will be 7:00 a.m. to 11:00 p.m. Monday through Friday, 5:00 a.m. to 4:00 p.m. Saturday, and 7:00 a.m. to 4:00 p.m. Sunday (weekend hours only as needed). They will have two shifts with 30 employees per shift. They expect daily deliveries via box truck and monthly deliveries via semi-truck. Standard security measures will be used. The business plans to be open in April.

Lawrence Kifer and Jeff Stancoff were present to answer questions. Chair Brunnuquell opened the public hearing.

Amy Luft, 1955 Comanche Court.

Trustee Luft inquired if there would be any retail customers. Mr. Kifer responded that it would be business to business commerce, e-commerce and shipping, but no direct retail sales.

Dan Delorit, 772 Overland Trail.

Trustee Delorit asked if the business would use the loading dock in Hickory Street. Mr. Kifer responded that there were no specific plans for use of the loading dock but they were not removing it.

There were no questions from the Plan Commission. Chair Brunnuell closed the public hearing.

**Consideration on a review of a conditional use permit for an embroidery business (Light Industrial) at 1000 Hickory Street**

Motion by Commissioner Harms, seconded by Commissioner Kletti, to approve a conditional use permit for an embroidery business (Light Industrial) with the following conditions:

1. Use shall be limited to a total of 36,200 square feet.
2. Hours of operation shall be limited to 7:00 a.m. to 11:00 p.m. Monday through Friday, 5:00 a.m. to 4:00 p.m. Saturday, and 7:00 a.m. to 4:00 p.m. Sunday (weekend hours only as needed).
3. Add a bike rack on a hard surface near an entrance to be approved by the Community Development Director.
4. Add a dumpster enclosure on a concrete pad to be approved by the Community Development Director.
5. Repave and stripe the parking lot with required handicap spaces prior to occupancy as approved by the Community Development Director.
6. Refresh all landscaping and replace any dead or dying plants as approved by the Community Development Director.
7. The life safety and fire suppression system shall be approved by the Fire Inspector.
8. Obtain an occupancy permit from the Community Development Department.
9. Signage to be reviewed and approved by the Community Development Director subject to Chapter 20 Signs.
10. All building code, fire code, and other Village and State codes pertaining to the business will be met.

Motion carried.

**STATEMENT OF PUBLIC NOTICE**

**The purpose of the public hearing is to review and comment on a request by FCH Grafton LLC for a conditional use permit for a restaurant known as The Stillery at 1304 12<sup>th</sup> Avenue**

Statement of public notice was given by Administrative Assistant Young. Director Wolff stated that the applicant is requesting a conditional use permit for a full service family restaurant in the former Atlas BBQ. This would be a second location for The Stillery in addition to the current location in Richfield. The business would occupy 5,600 (5,100 square feet on the first floor and 500 square feet on the second floor for a staff-only room)

and offer a diverse menu and full bar. The existing floor plan will remain largely unchanged with the exception of remodeling the bar area. Requested hours of operation are 11:00 a.m. to 2:30 a.m. daily. The business will have two shifts with up to 30 employees per shift. They expect daily weekday deliveries via box truck and standard security measures will be used. The business plans to be open in August. Director Wolff also noted that she is recommending an additional condition of approval related to continued hosting of the sound equipment for Paramount Plaza.

Peter Kotsakis was present to answer any questions or concerns. Chair Brunnuell opened the public hearing. There were no public comments or concerns.

Commissioner Kletti commented he was happy the site is being used. Commissioner Harms asked for confirmation as to changes to the floorplan. Mr. Kotsakis confirmed that one room on the second floor would be for staff and that the small back room would be available for small gatherings in the future.

Chair Brunnuell closed the public hearing.

#### **Consideration on the conditional use permit for a restaurant at 1304 12<sup>th</sup> Avenue**

Motion by Commissioner Paschke, seconded by Commissioner Kletti, to approve a conditional use permit for a restaurant at 1304 12<sup>th</sup> Avenue with the following conditions:

1. Use shall be limited to a total of 5,600 square feet.
  2. Hours of operation shall be limited to 11:00 a.m. to 2:30 a.m. daily.
  3. Disposal of empty cans/bottles shall be restricted to 11:00 a.m. to 7:00 p.m.
  4. Submit an updated floor plan with seating.
  5. Use of the second floor is restricted until all Building and Fire Codes are met.
  6. Shall provide access to the sanitary sewer manhole on the west side of the building for periodic jetting.
  7. Request Village Board approval of use of space in Paramount Plaza along the building frontage for seasonal outdoor seating.
  8. Sink disposal of all waste fats, oils, and greases shall be connected to a grease interceptor.
  9. Provide an evaluation of the sprinkler/alarm system based on interior modifications to be approved by the Fire Inspector.
  10. The life safety and fire suppression system shall be approved by the Fire Inspector.
  11. Obtain an occupancy permit from the Community Development Department.
  12. Signage to be reviewed and approved by the Community Development Director subject to Chapter 20 Signs.
  13. All building code, fire code, and other Village and State codes pertaining to the business will be met.
  14. Shall continue to host the sound equipment used in Paramount Plaza.
- Motion carried.

## **STATEMENT OF PUBLIC NOTICE**

### **The purpose of the public hearing is to review and comment on a request by S & L Properties Grafton LLC for a conditional use permit for a drive through expansion at Culver's at 2001 Wisconsin Avenue**

Statement of public notice was given by Administrative Assistant Young. Director Wolff stated that the applicant is requesting a conditional use permit to add a second drive through lane at their existing location. The drive through would be located on the west side of the existing drive through. Director Wolff also noted that emergency access and dumpster enclosure placement are acceptable; these conditions have been removed.

The applicants' representatives Emily Bublitz and Michael Connor from McCON Building Corporation were available for questions or concerns. Chair Brunnuquell opened the public hearing.

Trustee Luft asked if this second lane would cause additional back up of waiting vehicles causing a congestion problem. Ms. Bublitz confirmed that ownership has addressed this issue and has made internal workflow adjustments to accommodate queued vehicles.

Trustee Antoine asked if all Culver's were moving to two lane drive-throughs. Ms. Bublitz stated that the decision falls to each ownership group.

Commissioner Harms inquired if barriers should be put in front of the dumpsters. President Brunnuquell suggested adding a concrete bollard at the corner and the applicant agreed. Commissioner Paschke commented on the traffic direction on the east side of the parking lot. Mr. Connor confirmed the driveway meets the 24 foot standard width to accommodate two-way traffic.

Chair Brunnuquell closed the public hearing.

### **Consideration of the conditional use permit for a drive through expansion at Culver's at 2001 Wisconsin Avenue**

Motion by Trustee Antoine, seconded by Commissioner Harms, to approve the conditional use permit for a drive through expansion at Culver's at 2001 Wisconsin Avenue with the following conditions;

1. Use shall be limited to a total of two drive through lanes.
2. No change to hours of operation.
3. Add a bike rack on a hard surface near a customer entrance to be approved by the Community Development Director.
4. Install bollard at corner of dumpster enclosure to be approved by Community Development Director.
5. Obtain an occupancy permit from the Community Development Department.
6. Signage to be reviewed and approved by the Community Development Director subject to Chapter 20 Signs.
7. All building code, fire code, and other Village and State codes pertaining to the business will be met.

Motion carried.

## **Review and consideration of a site plan for a drive through expansion at Culver's at 2001 Wisconsin Avenue**

Motion by Commissioner Harms, seconded by Commissioner Kletti, to approve a site plan for a drive through expansion at Culver's at 2002 Wisconsin Avenue with the following condition: Inspect the landscaping this spring with the applicant; replace overgrown plants and fill in dead or dying plants/trees as approved by the Community Development Director. Motion carried.

### **STATEMENT OF PUBLIC NOTICE**

**The purpose of the public hearing is to review and comment on a request by Alan and Rebecca Goldman to rezone land located on Hunter's Lane (Parcel 10-019-13-005.00) from MF-14 Multi-Family Residential-14 to I Institutional**

Statement of public notice was given by Administrative Assistant Young. Director Wolff stated that the applicant is requesting that their property on Hunter's Lane west of Port Washington Road be rezoned from MF-14 Multi-Family Residential-14 to I Institutional to accommodate the proposed institutional residential facility known as Woodside Prairie. The project previously obtained conditional use permit and site plan approval from the Plan Commission however, this approval has expired since no activity took place. Director Wolff noted that this development will be considered an "Institutional Residential Facility" under the Zoning Ordinance because no State licenses for care of adults (i.e., CBRF) She stated that she had been informed of a change to the proposed usage and would now need to address the zoning to meet the projects new proposed intent. She has received no public input on the project so far.

The property owners Alan and Rebecca Goldman and Michael Carlson from Impact Seven were available for questions or concerns. Commissioner Paschke abstained from discussion due to his involvement with this project. Chair Brunnquell opened the public hearing.

Michael Carlson, 2961 Decker Drive, Rice Lake, WI 54868.

Mr. Carlson, representing Impact7, a 501(c)3 hired by the Goldmans, stated that there were no changes to the site plan from the 2020 project. However, the Section 42 tax program funding for the project required the housing be available to the public and could not be limited to only student housing manger renters.

Mark Paschke, 405 9<sup>th</sup> Avenue.

Mr. Paschke explained that the facility would have general housing managers rather than student managers.

Rebecca Goldman, 3368 N. Summit Avenue, Milwaukee, WI 53211.

Mrs. Goldman provided background on the intent of the project and explained that they want a community with a variety of residents not just autistic adults.

Chair Brunnquell noted that the Commission still supports the project but that the use of "Institutional Residential" and rezoning to "Institutional" is not appropriate given the updated usage as stated by applicant. He suggested tabling the items until the proposal could be submitted accurately with the applicable zoning and that it could not go further as it was listed in the agenda.



There were no more comments or concerns. Chair Brunnquell closed the public hearing.

Motion by Commissioner Kletti, seconded by Commissioner Harms, to table all items related to Woodside Prairie. Motion approved (Paschke – abstain).

### **STATEMENT OF PUBLIC NOTICE**

**The purpose of the public hearing is to review and comment on a conditional use permit requested by David Boulanger for a bar at 1208 12<sup>th</sup> Avenue**

Statement of public notice was given by Administrative Assistant Young. Director Wolff gave an updated summary on the returning conditional use permit for Bella's Gaming Lounge. She noted that this item was tabled at the February meeting. The main concerns are noise, level of activity, and "fit" in the downtown area. Director Wolff stated that she is recommending changes in the hours of operation to 11:00 a.m. to midnight daily and having no sound on any gaming machines. She recently worked with the applicant and the Prochnows on the second floor on sound testing and found no concerns for sound in the bar area.

Johnathon Woodward, Village Attorney, gave an overview of the legal opinion regarding the gaming machines. Video gaming machines where there is cash payout, and where the business owner receives compensation, are unlawful and considered gambling, which is illegal in the state of Wisconsin.

Director Wolff received two public comments opposed to the project from Mike Bowen at 1121 13<sup>th</sup> Avenue and Jay Jorgenson at 2721 First Avenue.

David and Courtney Boulanger were present to answer any questions or concerns. Chair Brunnquell opened the public hearing.

David Boulanger, 1024 Sumac Dr, West Bend, WI 53090.

Mr. Boulanger requested that condition #4 be changed to allow low sound on the gaming machines since it was determined that sound is not a problem. He also requested to remove condition #5 because the Department of Revenue says the machines have to pay out.

Laura Kacmarcik, 1000 Badger Circle.

Mrs. Kacmarcik is concerned that this type of use does not belong downtown. They will use the Air BnBs for visitors and she does not think it will be safe. She is also concerned about impact on high school students and parking.

Dan Delorit, 772 Overland Court.

Trustee Delorit asked if this business was part of a chain and stated that his constituents had public safety concerns with the proposed operation. Mrs. Boulanger confirmed the business is not part of a chain and that they would have a Coin Operator License.

Courtney Boulanger, 1024 Sumac Dr, West Bend, WI 53090.

Mrs. Boulanger noted that the gaming lounge is for watching sports. They filled out the amusement license as required and wants equal protection similar to other bars.

Commissioner Paschke noted that the State statute for gaming machines does not allow the customer to receive a monetary gain.

Commissioner Hamm noted her concern for public health and additional implications with the gaming machines related to addiction, women, and the elderly. The algorithms used by these types of machines are designed to make users become addicted to variable reinforcement based on extended use and increased wagering. She does not believe this type of operation would be in accordance with Village Code or legal under Village Ordinance.

Chair Brunnuell asked Mr. Boulanger if he would be willing to move forward with the conditions, including updating item #5 to include no cash payouts from the gaming machines, to bring the proposal into legal compliance; Mr. Boulanger declined.

There were no more comments or concerns. Chair Brunnuell closed the public hearing and proposed the motion to deny the request based on the illegality of gambling per State of Wisconsin Statute and Village Ordinance.

**Consideration on the conditional use permit requested by David Boulanger for a bar at 1208 12<sup>th</sup> Avenue**

Motion by Commissioner Paschke, seconded by Commissioner Kletti, to deny a conditional use permit for a bar and gaming lounge at 1208 12<sup>th</sup> Avenue. Motion carried.

**Review and consideration of a site plan for a food truck site known as Grafton Station at 1020 Washington Street**

The Village was approached by a food truck vendor about using the former Clark gas station site for his business. The original plan for the Clark site was to work with the property owner to the north to combine the two properties for a mixed use redevelopment project. Unfortunately, the property owner has indicated to staff that they are not in a position to move forward in the near future. As such, staff is expanding on the food truck idea to create a Village-run food truck site.

The site plan includes paving the majority of the site and creating a one-way traffic flow (entry on Washington Street and exit on 11th Avenue), a seating area, two spaces for food trucks/trailers, bike racks, and parking. Electrical service would also need to be reestablished so that food trucks do not need to use generators which can be noisy. Staff hopes to have the site open in June.

Commissioner Kletti inquired if there would be restrooms on site. Director Wolff responded that none would be needed. Commissioner Harms asked if users would need permits from the Village to use the space. Director Wolff responded yes, and that staff is working on an application.

Chair Brunnquell stated that this project had been discussed at the Finance Committee meeting and that this was just a Site Plan consideration to clean up a Village owned site.

Motion by Commissioner Harms, seconded by Commissioner Paschke, to approve a site plan for food truck site at 1020 Washington Street, as presented. Motion carried.

**Director's Update**


None.

**Adjourn**

Motion by Commissioner Kletti, seconded by Trustee Antoine, to adjourn the meeting at 7:15 p.m. Motion carried.

# Gaming lounge denied for downtown

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 gmtoday.com/news\_graphic/business/gaming-lounge-denied-for-downtown/article\_\_197ddc84-af01-11ec-ad64-47264c4bfb5.html

By Melanie Boyung - Special to the News Graphic

March 29, 2022

GRAFTON — A bar and gaming lounge proposed for downtown Grafton was denied last week, after research from the village's legal counsel found that the coin-operated gaming machines the applicant planned to install were against state law.

## **Proposed Grafton lounge bar stalls at Plan Commission**

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GRAFTON — A proposal for a gaming lounge bar in downtown Grafton stalled this week, as the P...

The village of Grafton Plan Commission met last week, and reconsidered a conditional use permit application from David Boulanger for Bella's Gaming Lounge; he originally came to the commission in February, planning a bar that would serve beer and bar snacks, with several television sets for sports game viewing in the bar and five coin-operated gaming machines.

Boulanger planned the new business for 1208 12th Ave., the former location of Lash Boutique in the commercial complex at the corner of 12th Avenue and Washington Street. The matter was tabled last month for further information due to concerns about gambling on the coin-operated game machines, noise disrupting neighboring businesses and the proposed hours of a drinking establishment opening at 8 a.m.

While some concerns were addressed between the February meetings — he agreed to limit his hours to 11 a.m. to 10 p.m. instead of 8 a.m. to midnight, and sound tests found most normal noise from the space did not disrupt neighbors — village information stated Boulanger had also decided to pursue a full liquor license, instead of just beer licensing.

Boulanger said he intended on using the game machines and that they would have payouts of some kind where customers could win money or value.

"Essentially, under Wisconsin law, any device that provides value in a game of chance is considered illegal under Wisconsin statutes and village ordinance," attorney Jonathan Woodward said during last week's Plan Commission meeting.

Planning staff's report on the conditional use permit included a recommendation that Boulanger be required to not have payouts from the gaming machines. Boulanger did not agree to that condition, at which point the Plan Commission denied the permit application.

There was some discussion on the machines. Boulanger said the state department of revenue required the bar game machines to have cash payouts. He said also that there were other establishments in Grafton that used the gambling machines, and asked why the village had gaming licenses if it was illegal.

Community Development Director Jessica Wolff clarified that the village had amusement licenses for coin-operated video games machines; the license is for all pay-to-play video games, some of which do not involve gambling and payouts.

Woodward and Village President Jim Brunnuell said whether there may be similar machines in other places in the village was also irrelevant. The Plan Commission was considering Boulanger's application for Bella's Gaming Lounge, which included gaming machines that were for gambling purposes, according to legal definition.

"You're asking us to authorize what our attorney said is an illegal practice," Brunnuell.

According to the legal opinion given to the village, Wisconsin statute states anyone who "Permits any real estate owned or occupied by him or her or under his or her control to be used as a gambling place," or "permits a gambling machine to be set up for use for the purpose of gambling in a place under his or her control," is guilty of a misdemeanor or violation of law.

Michael Herbrand and Bennett Jenkins of Houseman and Feind sent the opinion.

Pictures of the establishment at at 823 W. College Ave taken on 10/16/2024





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

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TO: Safety and Licensing Committee  
Common Council

FROM: Lt. Ben Goodin

DATE: 11/26/2024

RE: Police Department's Investigation into Delaire's Reported Gambling Machine Operation

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Committee Members:

On 10/16/24 I received email correspondence from City of Appleton attorney Zak Buruin. Attorney Buruin informed me a new bar attempting to open at 823 W. College Ave. known as Delaire's initially had their alcohol license approved by the Safety and Licensing committee. On the licensing application, Delaire's is reportedly going to be a coffee bar and a traditional bar serving alcoholic beverages. However, Alderperson Van Zeeland received reports from her constituents that Delaire's actually planned on using the business as a gambling parlor. The City Council sent the alcohol license application back to the Safety and Licensing committee to review based on this information. Attorney Buruin informed me the owner of Delaire's, David Boulanger, previously tried opening a bar with gaming machines in Grafton, WI in 2022 but was denied by Grafton's planning commission.

On 10/23/24 Alderperson Van Zeeland e-mailed me contact information for the main complainant about Delaire's, identified as Jaime Pappenfuss. Jaime runs a salon directly next door to Delaire's. On 10/24/24 I spoke with Jaime over the phone to get her statement. Jaime stated someone gave a person from Delaire's a key to access her business (they have a joint rear hallway within the building) to look for some sort of electrical hook up. Jaime was at her salon when this occurred. Jaime spoke with the male who came over and asked if there was going to be a coffee bar in the establishment and the male said "yeah, well not really one with drinks but more of a gambling machine lounge." Jaime informed me she did an internet search and discovered David's past encounter in Grafton. Jaime then forwarded this information to Alderperson Van Zeeland.

Jaime stated the above-mentioned comment about the business being a gambling machine lounge was captured on her salon cameras. Jaime sent me the video clip in question which I saved to evidence.com. The video shows Jaime asking an unidentified white male what was going in the business next door. The male responded, "A bar but not really (unintelligible) gambling machines". There was some background noise while the male was speaking, and I couldn't make

out all of his words. Jaime then laughed and asked, "like Big Daddy and all that?" and the male said "yeah". After viewing the video and comparing the side view of the male's face with David's DOT photo it does not appear that David is the one on video. The video was recorded on 10/15/24 at 2:33 pm according to the time stamp on the footage.

After speaking with Jaime, I went by Delaire's and viewed the interior of the bar from the storefront window. The business had a small bar area, several high back seats with tables, and a small couch seating area. There were no gambling machines visible at that time.

Later on 10/24/24 I spoke on the phone with Timm Gloudemans, who works for Buss Electric Inc. Timm was the electrical inspector hired by Delaire's to complete the electrical permit for the business. I asked Timm if there was anything unusual about his time in Delaire's or anything from an electrical wiring standpoint and he said no. Timm advised the inspection was pretty standard and nothing suspicious occurred. Timm did not know anything about gambling machines being installed at the business.

I attempted to speak with the owner of Amberlulu Bubble Tea and Desserts (Uni Uni) which is the business on the other side of Delaire's. I went by Uni Uni on 11/6/24 and spoke with the manager, who called and messaged the owner Fannie, but she did not respond. I left the manager my business card and asked her to have Fannie call me. I called Fannie and left her a voicemail and have yet to receive a call back. Jaime indicated Fannie may have more information about the gambling machine allegations which is why I reached out to her.

Jaime also gave me a phone number for the landlord of the property, identified as Jeff. I called Jeff on 11/16/24 and left a voicemail asking him to call me back.

On 11/16/24 I spoke with David over the phone to get his statement. I told David I had received complaints that his new business was going to operate as a gambling parlor instead of a bar. David stated he had no intentions of running any sort of gambling operation and was opening the business as a bar just as he indicated on his alcohol license application. I told David about the video Jaime sent me and he stated he had no idea who she spoke with that made that comment on the video. David said he did not plan on having any sort of gambling machines at all. He said in the future he may install some amusement devices that do not pay out any money but that's it.

As of 11/26/24 I have not developed any other leads to investigate this complaint.

Respectfully submitted,

Ben Goodin  
Lieutenant  
Appleton Police





December 6, 2024

**Emil Ovbiagele**  
[emil@ovblaw.com](mailto:emil@ovblaw.com)

[via Email Only]  
**City of Appleton**  
**Attn: Kami Lynch**  
[kami.lynych@appleton.org](mailto:kami.lynych@appleton.org)

**RE: REQUEST TO HOLD LICENSING HEARING**  
Delaire's LLC – 823 W College Ave.

Dear Ms. Lynch,

Please be advised that my office has been retained by Delaire's LLC, and its agent, David Boulanger, as it pertains to my client's business license applications to operate at 823 W College Ave., Appleton, WI 54914.

My client is currently scheduled to come before the Safety and Licensing Committee on December 11, 2024. However, after careful consideration, my client is requesting that their appearance before the Safety and Licensing Committee be held until a later date. At this time, my client needs the additional time to meet with community members and those who have special interest in the business. The additional time will further allow my client the ability to provide the Committee with more information concerning their business operations.

Please feel free to direct any questions to me concerning my client's matter. I appreciate your attention to this matter.

Very Truly Yours,

**OVB Law & Consulting, S.C.**

/s/

Emil Ovbiagele, JD, MBA  
*Attorney*

OEO/*ab*

826 N Plankinton Ave.  
414. 585. 0588 (office)

Suite 600  
ovblaw.com

Milwaukee, WI 53203  
414. 255. 3031 (fax)

# **DELAIRE'S LLC**

823 W. College Ave., Appleton, WI 54914

**2025 BUSINESS PLAN**

## **EXECUTIVE SUMMARY:**

Delaire's is a unique establishment that combines the offerings of a traditional bar, along with a fun group activity to bring in new customers; that being board games! Located in the heart of Appleton, our business aims to provide a welcoming environment where customers can enjoy a drink while playing their favorite games with friends. Board games are a great way to get people off their phones and to interact with each other once again.

## **BUSINESS DESCRIPTION:**

Delaire's will offer a diverse menu of drinks, like other bars that you would typically find in the Appleton area, except ours includes board games as our focus for several reasons. Market research has shown that when people are focused on an activity, they will sit longer, in turn consuming more drinks. Board Games are a very inexpensive way to add a familiar attraction that no other bars have in the area.

Board Games are great for all ages! Whether you are in your early 20s looking to play a fun game of Card Against Humanity, or perhaps you are older and a bit more nostalgic, and you would like to play a game of Monopoly. Whatever you are looking for, Delaire's is sure to have it. It's time to get off your phone and have a fun night out at Delaire's.

## **TARGET MARKET:**

Our target market includes a diverse range of individuals, including beer enthusiasts, professionals seeking a relaxed workspace, students looking for a study spot, and individuals seeking a casual yet sophisticated atmosphere to socialize with friends or colleagues. Socialization is at the core of all board games, as they bring groups of people together for a common goal, that being having fun.

## **COMPETITIVE ADVANTAGE:**

This business model has already been proven in West Bend, Wisconsin. The main competitive advantage of this establishment over other bars, is that Delaire's offers a destination to play board games. You can grab a beer at any other bar in town, and they will all be the same. But where can you get a great craft beer to enjoy with friends over some fun games to keep the night exciting? Delaire's is that answer.

Additionally, we will prioritize customer service, aiming to create a welcoming and inclusive environment where patrons feel valued and comfortable. If there are games that we do not have, and if our patrons want to play them, we will go out and buy it. Our knowledgeable staff will be trained to provide personalized recommendations and cultivate a sense of community among customers.

## **MARKETING STRATEGY:**

Delaire's will utilize a multi-faceted marketing approach to attract customers and build brand awareness. This strategy will include:

1. Social media marketing: Engaging with customers through platforms such as Instagram, Facebook, and X/Twitter to showcase our offerings, promote special events, and interact with our online community.
2. Local partnerships: Collaborating with nearby businesses, such as bookstores or art galleries, to cross-promote our establishment and attract a diverse clientele.
3. Event hosting: Hosting regular events, such as live music performances, trivia nights, or cribbage matches, to create buzz and attract new customers.
4. Loyalty programs: Implementing a loyalty program to reward repeat customers and encourage customer retention.

### **FINANCIAL PLAN:**

Delaire's anticipates initial startup costs for equipment, furnishings, and renovations. We project steady growth in revenue over the first few years of operation, driven by increasing customer traffic and sales volume.

Revenue streams will primarily come from the sale of non-alcoholic beverages, alcoholic drinks, and light food offerings. We will carefully monitor expenses, including inventory, staffing, and marketing, to ensure profitability and sustainable growth.

In the event additional financing is required, Delaire's has the option to secure a line of credit of up to \$200,000 from one of our current businesses, providing flexibility to manage cash flow and unexpected expenses.

### **CONCLUSION:**

Delaire's offers a unique concept that combines the allure of a traditional bar, along with an entertainment aspect that no others in the area will have, being board games. With a focus on quality, innovation, and exceptional customer service, we are confident that our business will become a beloved destination for board game enthusiasts and cocktail aficionados alike, operating from 10:00 AM to 10:00 PM to accommodate our diverse customer base.



# City of Appleton

## Alcohol License Questionnaire

1. Applicant Name: David Boulanger

2. Business Name: Delaire's LLC

Date the LLC/corporation/partnership/sole proprietorship commenced: 09/20/2022

NOTE: A copy of a business's Wisconsin Department of Revenue Seller's Permit is required to be submitted with an alcohol license application.

3. Business Address: 823 W College Ave., Appleton, WI 54914

4. Primary Business Activity:

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

5. Select the type of business premises:  Existing Building  New Construction

If existing building, please indicate the primary nature of the previous business that operated at this location: N/A

6. Do you lease or own the building?  Lease  Own

NOTE: Proof of control of premises is required to be submitted with an alcohol license application. Acceptable documents include a lease or purchase agreement.

What is the date of purchase or the date the lease began? October 2024

7. Did you purchase the business from another individual entity?  Yes  No

If yes, is your acquisition of the business based upon an "arm's length transaction"?

An arm's length transaction is defined as an open market sale in which the owner is willing but not obligated to sell, and the buyer is willing, but not obligated to buy.

Yes  No

If yes, are you related to the former business owner/licensee by blood, adoption, or marriage?

Yes  No

Did you hold ANY interest in the previously licensed business, or related real estate or equipment used by the previous business?

Yes  No If yes, explain: \_\_\_\_\_

\_\_\_\_\_

8. Anticipated date of opening? Spring 2025

9. Will your business sell or serve food?

Yes  If yes, please describe the type of food offerings available \_\_\_\_\_

No

10. Fill in the information about operational details listed below. Attaching a copy of the floor plan is encouraged.

Seating Capacity: Inside: 20

Outside: 0

Operating Days/Hours: Inside: 10am-10pm

Outside: -

Employees/Staff (per shift/day) Number of Personnel: 1

Approximate floor building area of the premises to be licensed: 1779 sq. ft.

Approximate outdoor area of the premises to be licensed: 0 sq. ft.

Summarize the day-to-day operations of the business in the space below:

The business will operate as a coffee bar and board game bar. Please see the enclosed Delaire's LLC 2025 Business Plan for further information concerning the business operations.

I, the applicant, understand that providing materially false information on this or any application for a license or permit under State Statute §125 is subject to civil, monetary, and license penalties. I understand that providing false information to a police officer in conjunction with the required background check for this application is subject to criminal and civil prosecution as "obstructing an officer".

David Boulanger

Signature

Jan 8, 2025

Date






# Delaire's 2025 Alcohol License Questionnaire (Updated)

Final Audit Report

2025-01-08

Created:	2025-01-08
By:	Austin Baldwin (austin@ovblaw.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAYllfy8B7dNZvokbXVcajECotVU96HW-

## "Delaire's 2025 Alcohol License Questionnaire (Updated)" History

-  Document created by Austin Baldwin (austin@ovblaw.com)  
2025-01-08 - 2:55:57 PM GMT
-  Document emailed to David Boulanger (drummer13925@gmail.com) for signature  
2025-01-08 - 2:56:56 PM GMT
-  Email viewed by David Boulanger (drummer13925@gmail.com)  
2025-01-08 - 2:59:41 PM GMT
-  Document e-signed by David Boulanger (drummer13925@gmail.com)  
Signature Date: 2025-01-08 - 3:08:16 PM GMT - Time Source: server
-  Agreement completed.  
2025-01-08 - 3:08:16 PM GMT



DEPARTMENT OF  
**LEGAL AND  
ADMINISTRATIVE  
SERVICES**

**CITY ATTORNEY'S OFFICE**  
100 North Appleton Street  
Appleton, WI 54911  
p: 920.832.6423  
f: 920.832.5962  
[www.appleton.org](http://www.appleton.org)

TO: Safety and Licensing Committee, Common Council

From: ACA Zak Buruin

Date: 1/17/25

RE: Retail Alcohol License Discretion

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This memorandum is intended to serve as a general outline of the City's authority to approve or deny new retail alcohol license. This process is distinct from both the evaluation of operator's (bartender) licenses and from decisions to non-renew, revoke, or suspend retail alcohol licenses. Operator licenses denials, and non-renewals, revocation, and suspensions of retail alcohol licenses require specific statutory basis.

§125.51 indicates that municipal authorities "may" grant licenses for the retail sales of intoxicating liquor from premises within its borders to eligible persons "as the issuing municipal governing body deems proper..." There is no right to an alcohol beverage license created by one's ability to meet the minimum statutory criteria contained within Chapter 125. "(T)he ultimate question of whether to issue such a license to a particular applicant is a matter of local concern." State ex rel. Smith v. City of Oak Creek, 139 Wis. 2d 788, 801, (1987). A municipality must: (1) act within its jurisdiction; (2) act according to law; (3) act in a way that is not arbitrary, oppressive or unreasonable, and that represents judgement as opposed to its will; and (4) act in a manner that is **reasonably supported by the available evidence**. A court's review of a municipality's retail alcohol licensing decision is limited to this scope. A court may not substitute its policy judgement for that of the municipality.

The Safety and Licensing Committee is charged with weighing the evidence before it. It is not required to accept an applicant's contention that it has undertaken adequate measures to alleviate concern over potential issues that could be caused by the granting of a sought license. Buena Vista Hall, LLC v. City of Milwaukee, 2018 WI App 66, ¶ 24, 384 Wis. 2d 415, 921 N.W.2d 528. The Committee and Council must determine how persuasive they find any such contentions and supporting evidence to be. The evidence must be "substantial" in that it is of **sufficient power that a reasonable person could reach the same decision, even if there is substantial evidence in the opposite direction**. Buena Vista Hall, LLC v. City of Milwaukee, 2018 WI App 66, ¶ 35. This standard is "**less than a preponderance of the evidence, but more than a mere scintilla**." Buena Vista Hall, LLC v. City of Milwaukee, 2018 WI App 66, ¶ 35. **Questions of credibility and the weight afforded to evidence is to be determined by the Committee and Council**, with a reviewing court only reviewing whether the evidence reasonably supports the decision made. Buena Vista Hall, LLC v. City of Milwaukee, 2018 WI App 66, ¶ 35.

§62.11(5) provides for the Common Council to have the power to act for the city's government and good



order of the city, its commercial benefit, its health, safety and for the welfare of the public, including in licensing decisions. Additional possible reasons for denial include adverse impact upon traffic, adverse impact upon peace, quiet and cleanliness of the surrounding neighborhood, lack of sufficient parking, proximity to other licensed establishments, residential areas, schools, churches, or hospitals, and the ability or inability for the police to provide sufficient law enforcement services to the new establishment, the impact upon the ability to provide services to the balance of the community at all times and other rational considerations tied to the Council's responsibility to act in the City's interests under §62.11(5). The closer and more rationally tied to one or more of these proper considerations, the more likely it will be that a decision will withstand judicial challenge.

While there are "guardrails" to guide the decision-making process and ensure that it is fair, the decision to grant or deny a new retail alcohol license ultimately rests upon the judgement of the Committee and Council. The Committee and Council have broad discretion to grant or deny a new retail alcohol license application based upon their rational judgement of what is in the best interests of the City of Appleton.



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

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TO: Safety and Licensing Committee  
Common Council

FROM: Lt. Ben Goodin

DATE: 1/27/2025

RE: Follow-Up Investigation into Delaire's Reported Gambling Machine Operation

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Committee Members:

On 01/26/25 at approximately 1928 hours I conducted a follow up on this case. The unidentified male in the surveillance footage Jaime provided me was identified as Chad Reichelt from CR Structures. I met with Chad at his residence to ask him about the video. Chad informed me he is the contractor working on 823 W. College Ave. for David while he was getting the location ready to open as a bar. Chad said he is also the landlord/part-owner of the building that 823 W. College Ave. is housed within.

I showed Chad the video from Jaime's camera, and he recalled the conversation. Chad stated David asked him to set up some electrical outlets in the business and while David did not explicitly say he was going to have gambling machines, Chad said it was understood that the gambling machines were being installed. Chad mentioned that David had other establishments he ran that also had gambling machines. Chad stated he would cooperate with the Safety and Licensing Committee if they needed any further information from him.

Chad can be reached at

Respectfully submitted,

Ben Goodin  
Lieutenant  
Appleton Police

## Kami L. Lynch

---

**From:** Katie Van Zeeland  
**Sent:** Monday, February 10, 2025 1:21 PM  
**To:** Denise Fenton; Kami L. Lynch; Zak N. Buruin  
**Subject:** Re: Safety and Licensing Agenda - 2/12

Hi All,

The video is also included in this new report if necessary.

<https://www.nbc26.com/appleton/liquor-license-application-for-controversial-board-game-bar-sent-back-to-committee>

Katie

Katie Van Zeeland  
Aldersperson - District 5  
Common Council President 22-25  
District5@Appleton.org  
(920) 358-0501  
<https://www.facebook.com/AlderspersonVanZeeland>

PLEASE NOTE: Wisconsin has a very broad public records law and all correspondence is potentially subject to disclosure.

Get [Outlook](#) for iOS

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**From:** Denise Fenton <District6@AppletonWI.gov>  
**Sent:** Monday, February 10, 2025 12:58:42 PM  
**To:** Kami L. Lynch <Kami.Lynch@appletonwi.gov>; Katie Van Zeeland <District5@AppletonWI.gov>; Zak N. Buruin <Zak.Buruin@AppletonWI.gov>  
**Subject:** Safety and Licensing Agenda - 2/12

Hi all,

Looking at the agenda attachments, I see documents submitted by Alder Van Zeeland, but I don't see the video. I noted in Lt. Goodin's email that he had saved the video - is it possible to get that attached to the agenda item so that we can view/discuss it at the meeting?

Thank you!

*Denise*

Denise Fenton  
Aldersperson, Appleton District 6

(920) 475-1603

District6@AppletonWI.gov

Please note: Wisconsin has a very broad public records law. Most written communications to or from government employees and officials regarding city/county business are public records available to the public and media upon request. Your e-mail communication may be subject to public disclosure.

## **Resolution #1-R-25**

### **Fire Department Paramedic Service Level**

*Date:* February 5, 2025

*Submitted By:* Alderperson Siebers – District 1

*Referred To:* Safety & Licensing Committee

*Summary:*

*Endorsement of the Appleton Fire Department's application to the State of Wisconsin, Department of Health Services to increase the Department's medical service level to Paramedic Non-Transport.*

**Whereas**, the Appleton Fire Department is committed to provide the community with outstanding pre-hospital emergency medical services; and

**Whereas**, the Appleton Fire Department responded to 7,376 calls for service in 2024; and

**Whereas**, emergency medical incidents account for 76.1% of the total response incidents; and

**Whereas**, the Appleton Fire Department arrived on scene and initiated patient care 68% of the time prior to the arrival of a transport ambulance, and

**Whereas**, the City of Appleton recognizes the increased need for emergency medical services and the impact they have on the community; and

**Whereas**, the City of Appleton is committed to providing the highest level of prehospital medical care to its citizens and visitors at the Paramedic Non-Transport level.

**Now, Therefore Be It Resolved** that the City of Appleton, Wisconsin, Common Council, endorses the Appleton Fire Department's application to the State of Wisconsin, Department of Health Services to increase the Appleton Fire Department's medical service level to Paramedic Non-Transport.



# Application for Pet Store/Kennel License

**LICENSE PERIOD IS**  
**JULY 1<sup>st</sup> TO JUNE 30<sup>th</sup>**

*NOTE: Please allow approximately 4 weeks for application processing*

**FEES ARE NON-REFUNDABLE**      **CASH OR CHECK ONLY!**

See SECTION 4 for fee schedule

- License Fee - Initial \$ 97
- License Fee - Renewal \$ \_\_\_\_\_

Date Rec'd 1, 27, 25

Total \$ 97

Receipt #: 7957-3

## SECTION 1 - BUSINESS LOCATION

Business Name (Company and Trade Name/DBA)  
Forty Three Skulls Oddities Shoppe

Business Street Address      City      State      Zip  
133 E. Wisconsin Ave.      Appleton      WI      54911

Business Phone Number (Required)      Business Email Address  
920-364-0045      fortythreeskulls@gmail.com

## SECTION 2 - APPLICANT INFORMATION

Name (First, MI, Last)      Date of Birth  
Scott W. Watzlawick      \_\_\_\_\_

Home Address      City      State      Zip  
526 N. Mary St      Appleton      WI      54911

Drivers License/State ID Number      DL/ID State of Issuance  
 \_\_\_\_\_      \_\_\_\_\_

Phone Number (required)      Email Address  
 \_\_\_\_\_      \_\_\_\_\_

## SECTION 3 - SERVICES TO BE PROVIDED

Please check the type(s) of service your establishment will offer:     Live animals     Pet Food     Pet Accessories     Fish

Other \_\_\_\_\_

## SECTION 4 - FEE SCHEDULE

NOTE: all application fees include a \$7 Police Investigation fee

Pet Store License	
Initial Fee - \$97.00	Renewal Fee - \$82.00
Kennel License	
1-10 animals - \$62.00	11-25 animals - \$137.00
26-50 animals - \$262.00	More than 50 animals - \$5.00 ea. (minimum \$287.00 fee)

## SECTION 5 - PENALTY NOTICE

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

Signature of Applicant: [Signature]      Date 1, 27, 2025

## FOR OFFICE USE ONLY

Department	Approve	Deny	Staff Member	Reason	
Police					
Fire					
Finance					
Inspections					
City Sealer					
Date Sent for Approval	Safety and Licensing	Common Council	Date Issued	Expiration Date	License Number
____/____/____	____/____/____	____/____/____	____/____/____	____/____/____	



# Application for Secondhand Article Dealer License

Applies to: Secondhand Mall/Flea Market, Pawnbroker, Secondhand Article Dealer, Secondhand Jewelry Dealer

**License Period Is One  
Calendar Year\***

\*Except Secondhand Mall/Flea Market  
Licenses

**NOTE: Please allow approx. 4 weeks for application processing**

Individual license - Complete Sections 1, 2, 3 and 5  
Corporate/Partnership/LLC license - Complete Sections 1 - 5

**FEES ARE NON-REFUNDABLE**

**CASH OR CHECK ONLY!**

- Pawnbroker - \$217.00
- Secondhand Mall/Flea - \$172.00
- Secondhand Article Jewelry:
  - Original - \$107.00
  - Renewal - \$82.00

Date Recv'd 1/31/25  
Total \$ 82  
Receipt #: 7997-1

### SECTION 1 - APPLICANT INFORMATION

Applicant Name (First, MI, Last) <u>Christopher R Fischer</u>		Date of Birth	
Home Address <u>N465 Lorraine St.</u>		City <u>Sherwood</u>	State <u>WI</u>
Applicant Drivers License/State ID Number		DL/ID State of Issuance	
Phone Number (Required)	Email Address		
Has the applicant ever resided outside of Wisconsin? If so, please list previous state(s) of residence. <u>FL</u>			

### SECTION 2 - BUSINESS INFORMATION

Individual/Business	Street Address	City	State	Zip Code	Phone Number
Business Name	<u>Fox Valley Jewelers</u>	<u>636 W. College</u>	<u>Appleton</u>	<u>WI</u>	<u>54911</u>
Owner's Name					
Business Manager's Name					
Building Owner's Name					

### SECTION 3 - CONVICTION RECORD

Have you, or any other person listed on this application, been convicted of any of the following:

A felony within the last ten (10) years?  YES  NO

Within the last ten (10) years of:

A misdemeanor?  YES  NO

A statutory violation punishable by forfeiture?  YES  NO

A county or municipal ordinance violation?  YES  NO

For each "YES" response provide the date of arrest, the nature of the offense and conviction information: \_\_\_\_\_

### SECTION 4 - PARTNERSHIP/CORPORATION/LIMITED LIABILITY COMPANY INFORMATION

Check the box that applies to your business:  Partnership  Corporation  Limited Liability Company (LLC)

Partnership/Corporation/LLC name: \_\_\_\_\_ State of Incorp. (if applicable) WI

List information for all additional partners/members. Attach additional sheets, if necessary.

Name (First, MI, Last) <u>Christopher R Fischer</u>	Date of Birth	Home Address <u>N465 Lorraine St.</u>	City <u>Sherwood</u>	State <u>WI</u>	Zip Code <u>54169</u>
Drivers License/State ID Number	DL/ID State of Issuance				
Name (First, MI, Last)	Date of Birth	Home Address	City	State	Zip Code
Drivers License/State ID Number	DL/ID State of Issuance				
Name (First, MI, Last)	Date of Birth	Home Address	City	State	Zip Code
Drivers License/State ID Number	DL/ID State of Issuance				

(SEE BACK)

**SECTION 5 – PENALTY NOTICE**

I understand that this license may be denied or revoked for fraud, misrepresentation or false statements contained in the application or for any violation of Wis. Stats. §§ 134.71, 943.34, 948.62 or 948.63. Under penalty of law, I swear that the information provided in this application is true and correct to the best of my knowledge. I agree to inform the clerk within ten (10) days of any change in the information supplied in this application.

Signature of Applicant: \_\_\_\_\_

Date: 01, 31, 2025**FOR OFFICE USE ONLY**

Department	Approve	Deny	Staff Member	Reason	
Police					
Fire					
City Sealer					
Date Sent for Approval ____/____/____	Safety and Licensing ____/____/____	Common Council ____/____/____	Date Issued ____/____/____	Expiration Date ____/____/____	License Number

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

## **SECONDHAND ARTICLE DEALER LICENSE INFORMATION**

- Secondhand Article Dealer Licenses are required within the City of Appleton by persons who operate as secondhand article dealer, pawnbroker, secondhand jewelry dealer or secondhand article dealer in a mall or flea market. An article is defined as any item of value, excluding only motor vehicles, large appliances, furniture, books, and clothing other than furs. See City of Appleton Municipal code Sec. 9-416 for more information and definitions.
- Secondhand Article Dealer Licenses are valid for one calendar year from January 1<sup>st</sup>- December 31<sup>st</sup>, excepting Secondhand Mall/Flea Market Licenses, which are valid for 2 years from May 1 of an odd-numbered year to April 30 of the next odd-numbered year.
- Once a completed Secondhand Article Dealer License application is returned to the Office of the City Clerk, it is reviewed by several City Departments, the Safety and Licensing Committee, and the Common Council for approval. This process takes approximately 4 weeks, so please plan accordingly.
- License fees are non-refundable and are to be paid at the time of filing the application form. Fees are as follows:
  - Pawnbroker initial/renewal - \$217.00
  - Secondhand Article/Jewelry initial - \$107.00
    - Secondhand Article/Jewelry renewal - \$82.00
  - Secondhand Article Mall/Flea Market initial/renewal - \$172.00

### **Additional Questions?**

Please contact the Office of the City Clerk at (920) - 832 - 6443.





# CITY OF APPLETON

Department of Parks & Recreation

1819 East Witzke Blvd.

Appleton, WI 54911

p: 920-832-3919

f: 920-993-3103

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

TO: Parks and Recreation Committee

FROM: Dean R. Gazza

DATE: February 10, 2025

RE: Action: Adopt the Proposed Revised Park Pavilions and Special Areas Rental and Fee Policy

The Parks and Recreation Department has reviewed the Park Pavilions and Special Areas Rental and Fee Policy. Reviews are completed to ensure the policy remains current and reflects the current needs of the users. The following changes are being proposed upon review.

1. Change days allowed for special events to reserve park pavilions for the following year from 30 days to 45 days after their event. This coincides with the special event policy.
2. Remove fee collection for Fire Department to inspect tents. The Fire Department is now collecting the fee and managing the inspection schedule.
3. Increase tent permit fee from \$15.00 to \$25.00 to assist with increased expenses for completing utility locates.

Our department requests approval of the updates which will go into effect February 20, 2025.

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



<b>Park Pavilions and Special Areas – Rental and Fee Schedule</b>			
<b>CITY OF APPLETON POLICY</b>		<b>SECTION:</b>	Finance
<b>ISSUE DATE:</b>	Nov 5, 2014	<b>LAST UPDATE:</b>	
<b>POLICY SOURCE:</b>	Parks and Recreation Department		
<b>POLICY AUDIENCE:</b>	All Employees		

## **I. Purpose**

To provide a policy to authorize the Parks and Recreation Department to equitably administer rules and regulations, policies, fees and charges, and manage the use of pavilions, Lutz Park boat launch, and special areas for personal and/or community events. The Parks and Recreation Department also recognizes that parks and open spaces allow for many quality of life uses for individuals, organizations and groups and bring certain benefits to the community. In addition, the Parks and Recreation Department is aware that parks and facilities have certain use limitations due to size, available facilities, and location.

## **II. Policy**

This policy authorizes the Parks and Recreation Department to charge fees for the use of park pavilions, Lutz Park boat launch, and special areas within the rate schedule established by the Parks and Recreation Committee and City Council. The Parks and Recreation Department has also established normal and ordinary use guidelines for the preservation of the public's health, safety and welfare, and to promote the responsible use of publicly owned property and facilities. To effectively manage, protect facilities, and promote wise use of natural resources, this policy authorizes the Parks and Recreation Director and/or designees to:

1. Cancel and/or relocate any reservation that potentially threatens the integrity of the park and/or facility due to misrepresentation of information on the Facility Reservation Agreement, or if conditions of the facility or grounds would potentially create an unsafe situation.
2. Limit the number of weekend reservations for facilities for anyone or any group, organization or individuals that would dominate the use of a facility and/or restrict equal opportunities to reserve facilities by members of the public at large.
3. Deny any facility reservation application if the expected attendance would exceed the safe capacity of the facility so as to endanger public health and safety or compromise the condition of facilities and/or natural resources.
4. Enforce park rules, regulations, and policies.
5. Require insurance coverage with limits established by the City Risk Manager, for activities or events that are beyond the scope of the "normal and ordinary use

limits” established by the Parks and Recreation Department and listed in the “Fee Schedule” at the end of this policy.

### III. Definitions

1. **Area Schools** – All elementary and secondary schools, both public and private, within the corporate boundaries of the City of Appleton.
2. **Facility Reservation Policies and Procedures** – These policies and procedures are stated on the back of the Facility Reservation Agreement that explain reservations, cancellation/refund procedures, alcohol policies and damage policies.
3. **Late Reservation** – Request for a reservation of city park facility and/or special area that is received less than five (5) business days before the reservation date.
4. **Normal and Ordinary Use of City of Appleton Parks** – Is defined as parks and facilities being used in a manner that is consistent with the intent of the park and/or facility. (For example, the ball diamond complex is used for softball/baseball games, tournaments, etc. Pavilions are used for family gatherings, company picnics, etc.)
5. **Normal and Ordinary Use Guidelines** – The recommended number of individuals allowed per facility reservation agreement as listed in the Fee Schedule.
6. **Park Rules and Regulations** – Regulations formulated by the City Council and published by the Parks and Recreation Department. These rules and regulations are included with every Facility Reservation Agreement packet.
7. **Pavilion/Park Capacities** – Maximum number of people that are allowed to be within a pavilion and/or park, and is established and published by the Parks and Recreation Department.
8. **Processing Fee** – Fee charged to process a refund and/or cancellation request that is received within the refund period.
9. **Special Event** – Any planned occurrence on the public right-of-way or public premises including, but not limited to, parades, gatherings, festivals and athletic events which is not within the normal and ordinary use of that public premises or place or which by nature of the event, may have a greater impact on City services or resources than would have occurred had the event not taken place. Whether the event is considered within the normal, ordinary, or intended use of a public park and/or special area within a park shall be determined by the Parks and Recreation Department.
11. **Event Fee** – Fee charged for the rental of any pavilion and/or special area that is determined to be a special event.

#### **IV. Discussion**

This policy defines how park pavilions, the Lutz Park boat landing, and special use areas shall be reserved by individuals, organizations and/or groups for normal and ordinary use of the facility. The policy shall also define the fee (s) charged to these individuals, organizations and/or groups for their reservation request if the facility use is required to follow the Special Events Policy.

#### **V. Reservations**

1. All groups, individuals and organizations reserving park pavilions and special areas will be charged in accordance with the established rate schedule, including but not limited to: reservation fee; tent permit; late registration; special event fee for facility.
2. Area schools using the park pavilions Monday through Friday as part of normal classroom activities will not be charged a rental fee but may be required to obtain a Special Event Permit.
3. The reservation of park pavilions and/or facilities that exceed the normal and ordinary use shall follow the procedures identified in the Special Events Policy and will be required to pay all fees required under the Special Events Policy, including a separate "Event Fee" of \$50.00 as listed in the Fee Schedule on the last page of this policy.
4. Special Events/Organizations that have reserved park pavilions and/or special areas for special events shall have forty-five (45) days after the date of the special event to reserve the park pavilion and/or special use areas for the same weekend and/or date for the following year. After forty-five (45) days, the Parks and Recreation Department will make the pavilion available to other interested parties.
5. All other reservations for park pavilions or facilities are on a first-come, first-served basis and may be made no more than one (1) year in advance.
6. The Parks and Recreation Department reserves the right to require a security deposit for any reservation based on the type of event, number of participants, use of facility, etc. The amount of the security deposit will be based on factors listed earlier. The security deposit will be returned within 10-14 business days after the event if all conditions of the reservation request were met, including, but not limited to: facility clean-up; proper vacation of the facilities; removal of personal equipment/supplies/etc.; and leaving the facility (s) in a clean and orderly condition.
7. All applications for facility reservations must be made at least five (5) business days in advance of the reservation date. Applications not made before this time period will be charged an additional \$10.00 for each reservation if the reservation is approved by the Parks and Recreation Department.

8. Groups and/or organizations may be required to reserve multiple pavilions and/or special areas if the Parks and Recreation Department determines the event or activity warrants the additional reservations.
9. The fee schedule noted in this policy shall become effective February 20, 2025, and shall remain in effect until it is modified, changed, and/or repealed. The remainder of the policy will be effective upon adoption by the City Council.

### **Cancellation/Refunds**

1. A refund of the rental fee will be made if the reservation is cancelled more than 90 days in advance of the event. A refund of the rental fee for a cancellation at a park pavilion or facility less than 90 days in advance of the event will be made only if the facility can be rented to another party for the date canceled. Refunds are subject to a \$10.00 processing fee.
2. A full refund of the rental fee will be made if the reservation is cancelled by the Parks and Recreation Department due to park closings, construction activities, etc. These refunds are not subject to the \$10.00 processing fee.

### **Lutz Park Launch Fees**

1. Permits will be required of all persons launching any watercraft from a trailer or similar device at the Lutz Park boat launch facility.
2. Daily launch permits are available through a self-registration system at Lutz Park. Permit receipts shall be torn off boat launch fee envelopes and placed on the vehicle dashboard. Vehicles not displaying permit receipts properly may be ticketed.
3. Annual boat launch permits shall be affixed to the rear axle of the boat trailer or similar device in a visible location.

# FEE SCHEDULE

<b>Pavilion</b>	<b>Current Fees (per day)</b>		<b>Normal and Ordinary Use Limits</b>
	<b>Resident</b>	<b>Non-Resident</b>	
Alicia	\$50.00	\$100.00	Not to exceed 120 individuals per facility reservation agreement
AMP - Pavilion	\$60.00	\$120.00	Not to exceed 120 individuals per facility reservation agreement
AMP - Amphitheater	\$45.00	\$90.00	
City	\$50.00	\$100.00	Not to exceed 120 individuals per facility reservation agreement
Colony Oaks	\$50.00	\$100.00	Not to exceed 120 individuals per facility reservation agreement
Derks	\$50.00	\$100.00	Not to exceed 120 individuals per facility reservation agreement
Erb	\$80.00	\$160.00	Up to 200 individuals per facility reservation agreement
Green Meadows	\$50.00	\$100.00	Not to exceed 120 individuals per facility reservation agreement
Highview	\$50.00	\$100.00	Not to exceed 120 individuals per facility reservation agreement
Hoover	\$50.00	\$100.00	Not to exceed 120 individuals per facility reservation agreement
Jaycee	\$50.00	\$100.00	Not to exceed 120 individuals per facility reservation agreement
Kiwanis	\$50.00	\$100.00	Not to exceed 120 individuals per facility reservation agreement
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Pierce	\$125.00	\$250.00	Up to 500 individuals per facility reservation agreement
Schaefer	\$50.00	\$100.00	Not to exceed 120 individuals per facility reservation agreement
Telulah (Large)	\$100.00	\$200.00	Up to 200 individuals per facility reservation agreement

<i>Special Areas</i>	<i>Fees</i>
AMP – Events Ground	\$100.00 per day
<i>Other</i>	<i>Fees</i>
Tent Permit	\$25.00
Late Reservation	\$10.00
Processing Fee	\$10.00
Boat Landing	
Daily Fee	\$5.00
Annual Resident	\$15.00
Annual – Non Resident	\$35.00
Special Event Fee	\$50.00 per event

<b>CITY OF APPLETON POLICY</b>		<b>TITLE: PARK PAVILIONS AND SPECIAL AREAS – RENTAL AND FEE SCHEDULE</b>
ISSUE DATE: November 5, 2014	LAST UPDATE: <del>June 24, July 17, 2024</del>	
POLICY SOURCE: Parks <u>&amp;and</u> Recreation Department		TOTAL PAGES: 6
Reviewed by Attorney’s Office Date: <u>January 27, 2025</u>	Parks and Recreation Committee Approval Date: <u>June 24, 2024</u>	Council Approval Date: <u>July 17, 2024</u>

**I. Purpose**

To provide a policy to authorize the Parks &and Recreation Department to equitably administer rules and regulations, policies, fees and charges, and manage the use of pavilions, Lutz Park boat launch, and special areas for personal and/or community events. The Parks &and Recreation Department also recognizes that parks and open spaces allow for many quality of life uses for individuals, organizations and groups and bring certain benefits to the community. In addition, the Parks &and Recreation Department is aware that parks and facilities have certain use limitations due to size, available facilities, and location.

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1. Cancel and/or relocate any reservation that potentially threatens the integrity of the park and/or facility due to misrepresentation of information on the Facility Reservation Agreement, or if conditions of the facility or grounds would potentially create an unsafe situation.
2. Limit the number of weekend reservations for facilities for anyone or any group, organization or individuals that would dominate the use of a facility and/or restrict equal opportunities to reserve facilities by members of the public at large.
3. Deny any facility reservation application if the expected attendance would exceed the safe capacity of the facility so as to endanger public health and safety or compromise the condition of facilities and/or natural resources.
4. Enforce park rules, regulations, and policies.
5. Require insurance coverage with limits established by the City Risk Manager, for activities or events that are beyond the scope of the “normal and ordinary use limits” established by the Parks &and Recreation Department and listed in the “Fee Schedule” at the end of this policy.

**III. Definitions**

- **Area Schools** - All elementary and secondary schools, both public and private, within the corporate boundaries of the City of Appleton.



- **Facility Reservation Policies and Procedures** - These policies and procedures are stated on the back of the Facility Reservation Agreement that explain reservations, cancellation/refund procedures, alcohol policies and damage policies.
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- **Normal and Ordinary Use of City of Appleton Parks** - Is defined as parks and facilities being used in a manner that is consistent with the intent of the park and/or facility. (For example, the ball diamond complex is used for softball/baseball games, tournaments, etc. Pavilions are used for family gatherings, company picnics, etc.)
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- **Pavilion/Park Capacities** - Maximum number of people that are allowed to be within a pavilion and/or park, and is established and published by the Parks &and Recreation Department.
- **Processing Fee** - Fee charged to process a refund and/or cancellation request that is received within the refund period, before the reservation date.
- **Special Event** - Any planned occurrence on the public right-of-way or public premises including, but not limited to, parades, gatherings, festivals and athletic events which is not within the normal and ordinary use of that public premises or place or which by nature of the event, may have a greater impact on City services or resources than would have occurred had the event not taken place. Whether the event is considered within the normal, ordinary, or intended use of a public park and/or special area within a park shall be determined by the Parks &and Recreation Department.
- **Event Fee** – Fee charged for the rental of any pavilion and/or special area that is determined to be a special event.

#### IV. Discussion

This policy defines how park pavilions, the Lutz Park boat landing, and special use areas shall be reserved by individuals, organizations and/or groups for normal and ordinary use of the facility. The policy shall also define the fee (s) charged to these individuals, organizations and/or groups for their reservation request if the facility use is required to follow the Special Events Policy.

#### V. Reservations:

1. All groups, individuals and organizations reserving park pavilions and special areas will be charged in accordance with the established rate schedule, including but not limited to: reservation fee; tent permit; tent inspection fee; late registration; special event fee for facility.
2. Area schools using the park pavilions Monday through Friday as part of normal classroom activities will not be charged a rental fee but may be required to obtain a Special Event License Permit.
3. The reservation of park pavilions and/or facilities that exceed the normal and ordinary use shall follow the procedures identified in the Special Events Policy and will be required to pay all fees required under the Special Events Policy, including a separate “Event Fee” of \$50.00 as listed in the Fee Schedule on the last page of this policy.
4. For Special Events, a park pavilion and/or special area will not be considered reserved until the special event permit is issued. The Parks &and Recreation Department will hold the reservation for a pavilion for up to 30 days while the special event application is being reviewed. After 30 days the pavilion will be available to other interested parties if a special event permit is not obtained.
5. Special Events/Organizations/groups that have reserved park pavilions and/or special areas for special events shall have thirty (30) forty-five (45) days after the date of the

special event to reserve the park pavilion and/or special use areas for the same weekend and/or date for the following year. After ~~thirty (30)~~ forty-five (45) days, the Parks ~~&and~~ Recreation Department will make the pavilion available to other interested parties.

6. All other reservations for park pavilions or facilities are on a first-come, first-served basis and may be made no more than one (1) year in advance.
7. The Parks ~~&and~~ Recreation Department reserves the right to require a security deposit for any reservation based on the type of event, number of participants, use of facility, etc. The amount of the security deposit will be based on factors listed earlier. The security deposit will be returned within 10-14 business days after the event if all conditions of the reservation request were met, including, but not limited to: facility clean-up; proper vacation of the facilities; removal of personal equipment/supplies/etc.; and leaving the facility (s) in a clean and orderly condition.
8. All applications for facility reservations must be made at least five (5) business days in advance of the reservation date. Applications not made before this time period will be charged an additional \$10.00 for each reservation- if the reservation is approved by the Parks and Recreation Department.
9. Groups and/or organizations may be required to reserve multiple pavilions and/or special areas if the Parks ~~&and~~ Recreation Department determines the event or activity warrants the additional reservations.
10. The fee schedule noted in this policy shall become effective November 15, 2022 February 20, 2025, and shall remain in effect until it is modified, changed, and/or repealed. The remainder of the policy will be effective upon adoption by the City Council.

#### **Cancellation/Refunds:**

- A ~~full~~ refund of the rental fee will be made if the reservation is cancelled more than 90 days in advance of the event. A ~~full~~ refund of the rental fee for a cancellation at a park pavilion or facility less than 90 days in advance of the event will be made only if the facility can be rented to another party for the date canceled. Refunds are subject to a \$10.00 processing fee.
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3. Annual boat launch permits shall be affixed to the rear axle of the boat trailer or similar device in a visible location.

# FEE SCHEDULE

<b><u>Pavilion</u></b>	<b><i>Current Fees (per day)</i></b>		<b><u>Normal and Ordinary Use Limits</u></b>
	<b><u>Resident</u></b>	<b><u>Non-Resident</u></b>	
Alicia	\$50.00	\$100.00	Not to exceed 120 individuals per facility reservation agreement
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Telulah (Large)	\$100.00	\$200.00	Up to 200 individuals per facility reservation agreement

<b>Special Areas</b>	<b>Fees</b>
AMP – Events Ground	\$100.00 per day
<b>Other Fees</b>	
Tent Permit	<del>\$15.00 per tent, per day</del> \$25.00
<del>Fire Inspection (for tents)</del>	<del>\$25.00 per event</del>
Late Reservation	\$10.00
Processing Fee	\$10.00
Boat Landing	
Daily Fee	\$5.00
Annual Resident	\$15.00
Annual - Non Resident	\$35.00
Special Event Fee	\$50.00 per event



# CITY OF APPLETON

Department of Parks & Recreation

1819 East Witzke Blvd.

Appleton, WI 54911

p: 920-832-3919

f: 920-993-3103

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

TO: Parks and Recreation Committee

FROM: Dean R. Gazza

DATE: February 10, 2025

RE: Action: Approve Memorandum of Understanding between the City of Appleton and Wisconsin Entertainment Group LLC to manage the City of Appleton Independence Day Celebration.

Two proposals were received upon issuing a request for proposal for qualified firms to provide events and management for the City of Appleton Independence Day Celebration. Upon careful evaluation by the Parks & Recreation, Police, Fire and Legal Services Departments we recommend that the City of Appleton and the Wisconsin Entertainment Group LLC enter into a Memorandum of Understanding. This agreement would be for a term of three years with two optional extensions for and additional two years each.

The RFP was scored on the quality of the event proposed, experience and references, financial ability, safety record and overall compliance with the RFP. The combined scoring of the evaluation team was:

Compassionate Home Health Care, Inc. – 27.17

Wisconsin Entertainment Group LLC – 66.50

Overall, the evaluation team unanimously recommends Wisconsin Entertainment Group and requests the committee/council approve a memorandum or understanding to provide events and manage the City of Appleton Independence Day Celebration.

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



# CITY OF APPLETON

**Department of Parks & Recreation**  
1819 East Witzke Blvd.  
Appleton, WI 54911  
p: 920-832-5905  
f: 920-993-3103  
[www.appletonparkandrec.org](http://www.appletonparkandrec.org)

TO: Finance Committee  
FROM: Dean Gazza  
DATE: 1-20-25  
RE: EECGB Grant Budget Amendment

The Infrastructure Investment and Jobs Act of 2021 included grant funding allocations for the Energy Efficiency and Conservation Block Grant. The City of Appleton was awarded \$134,180. The grant was approved by the City Council in 2024 and is to be used for seed funding to encourage sustainable actions, create strategies, renewable energy, etc. to government facilities.

Request to approve the following budget amendment:

CEA Capital Projects Fund	
Federal Grants	+ \$134,180
Vehicles	+ \$134,180

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 urban renewal under sec. 66.1333 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 acquire the strip of land described in Exhibit B as it has been abandoned for multiple decades, is a substandard nonbuildable lot without access and has become a blighted property promoting unsafe and unsanitary conditions and has become the object of multiple calls for police assistance. Future use of this parcel is anticipated to remain a vacant parcel but managed in order to eliminate current blighted conditions.

3. That said strip of land is highlighted on the scale drawing, which is attached to this Relocation Order as Exhibit "A" and incorporated herein;

4. That the legal description for the acquisition is contained in Exhibit "B" under the heading "Legal Description", which is also incorporated herein.

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

I hereby certify that on this \_\_\_\_\_ day of \_\_\_\_\_, 2025, 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 \_\_\_\_\_, 2025.

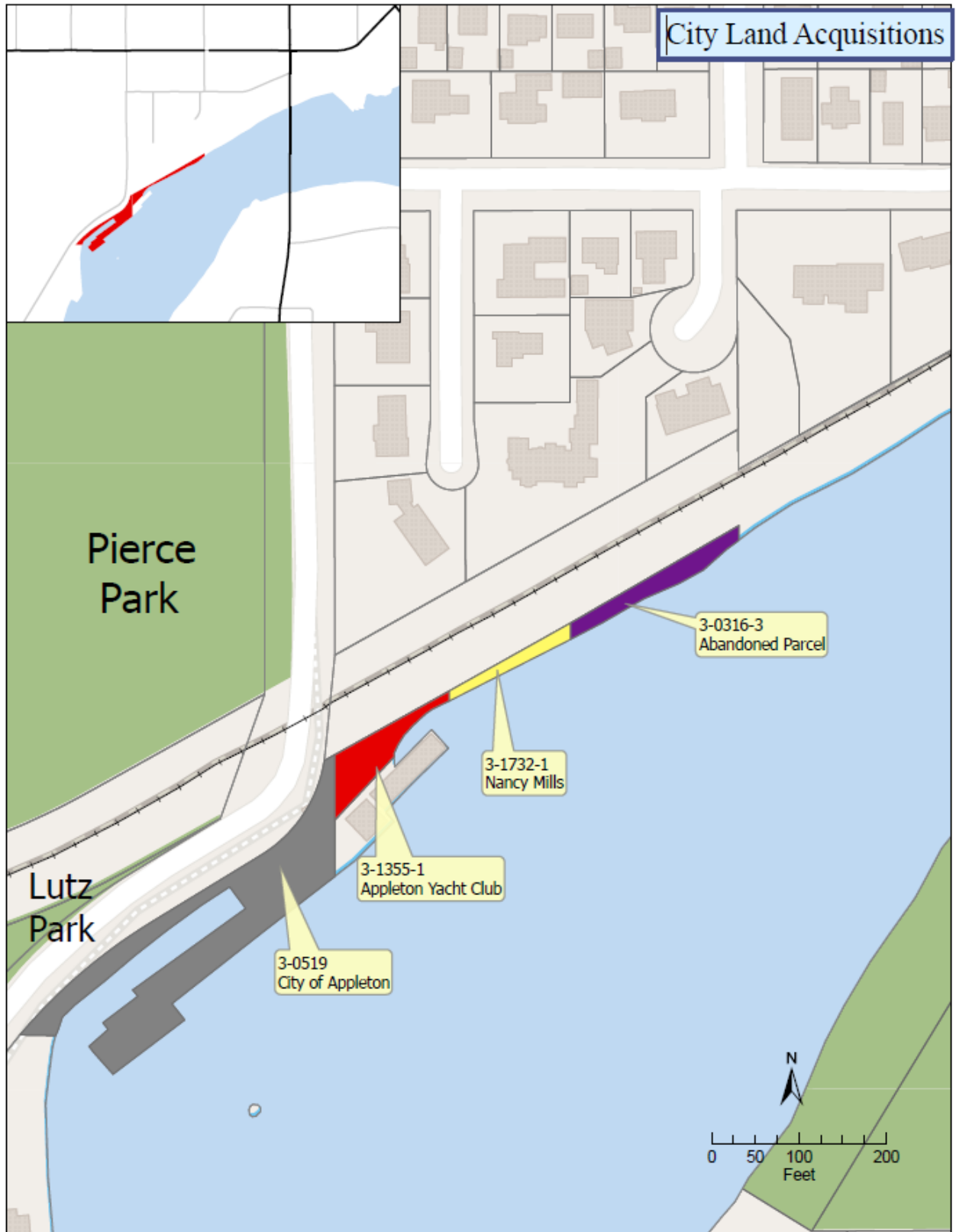
\_\_\_\_\_  
Jamie L. Griesbach  
Notary Public, State of Wisconsin  
My commission expires: 11/11/2025

This instrument was drafted by:  
Christopher R. Behrens, City Attorney  
City Law: A24-0476

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

Tax Key No. 31-3-0316-03

# EXHIBIT A





# EXHIBIT B

## Legal Description

**PARCEL: 31-3-0316-03**

**Last titled owner per staff research: Dudley H. Pierce**

**Warranty Deed Doc. Part of #270548, in Volume 198 Page 330**

**Description:**

A part of Un-lotted Block Nineteen (19), **THIRD WARD PLAT (AKA GRAND CHUTE PLAT)**, according to the recorded Assessor's Plat of the City of Appleton, being located in the Government Lot One (1), Section Thirty-Four (34), Township Twenty-One (21) North, Range Seventeen (17) East, City of Appleton, Outagamie County, Wisconsin, being further described by:

All that part of said Un-lotted Block 19 lying East of the East line of Outlot 1 of Certified Survey Map No. 7252, South of the Southerly line of the Canadian National Railroad (100' R/W) that was conveyed in Volume 39 on Page 435 as Document No. 55368 to the Milwaukee, Lake Shore and Western Railway Company, North of the water's edge of the Fox River and West of the West line of lands described in a Quit Claim Deed to the Milwaukee, Lake Shore and Western Railway Company in Volume 50 Page 71 as Document No. 54587.



# CITY OF APPLETON

Department of Parks & Recreation

1819 East Witzke Blvd.

Appleton, WI 54911

p: 920-832-3919

f: 920-993-3103

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

TO: Parks and Recreation Committee

FROM: Dean R. Gazza

DATE: February 10, 2025

RE: Action: Approve contract to Conventions, Sports & Leisure International (CSL) for consulting services for a contract not-to-exceed \$79,500.

Two proposals were received upon issuing a request for proposal for qualified firms to provide consulting services to perform a comprehensive review of the current operations and facility and to assist the City in writing and negotiating a new management agreement.

Upon careful evaluation by the Parks & Recreation, Community Development and Legal Services Departments and the Visitors & Convention Bureau, we unanimously recommend CSL. CSL has significant experience in providing similar services throughout the united states, but more specifically with facilities similar to ours in similar communities. Their team also includes a sub-consultant Venue Solutions Group whom have significant experience in facility assessments.

The RFP was scored on the quality of the event proposed, experience, project team, project understanding and and overall compliance with the RFP. The combined scoring of the evaluation team is as noted below. CSL scored significantly higher in all of the RFP requirements and provided a proposal price similar to Johnson Consulting.

Conventions, Sports & Leisure International – 48.00 points, \$79,500  
Johnson Consulting – 36.60 points, \$79,000

Overall, the evalation team unnamiously recommends CSL and requests the committee/council approve a contract for \$79,500.

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



# APPLETON POLICE DEPARTMENT

COMPASSION \* INTEGRITY \* COURAGE

**Appleton Police Department**  
222 South Walnut Street  
Appleton, WI 54911  
Phone: 920.832.5500  
Fax: 920.832.5553  
police.appletonwi.gov

Date: February 4<sup>th</sup>, 2025

TO: Finance Committee

FROM: Lt. Adam VanZeeland – Investigative Services Unit

REF: Request for dedicated bank account to be used for Cryptocurrency seizure returns

This memo is regarding the request for a bank account dedicated to the Appleton Police Department to be used for returns of seized cryptocurrencies. Below I have laid out the unique reason for the request.

Over the last year, the Appleton Police Department has had an influx of crime involving fraud using Bitcoin and other cryptocurrencies. During the fraud investigations we have had success in tracking and seizing the cryptocurrencies. In 2024, Detective Mike Medina completed the first successful cryptocurrency seizure in Outagamie County. When we seize and hold the cryptocurrencies in evidence, we need to hold the crypto coins in their crypto version (if seized as Bitcoin, it is stored as evidence as Bitcoin, etc).

We are now at the stage where cases are being prosecuted and seized cryptocurrencies can be released back to the victims. In most cases the victims are unaware of what cryptocurrency is, do not have a crypto wallet, and have no means to receive their stolen assets in the form of crypto.

Our request is to open a Coinbase account. Coinbase is a cryptocurrency exchange based out of the United States. Coinbase also has a Law Enforcement specific account. Having this account on Coinbase's exchange will allow us to transfer cryptocurrency to USD (U.S Dollars). The USD would then be transferred to the requested account for dispersal to the victim. Any transfer fees would be removed from the seized funds with a signed letter from the victim acknowledging the fees.

Unless there is a seizure being returned to a victim, the requested account would hold a zero balance.

Thank you for your consideration.

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

---

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

**SUBJECT: Award of Contract**

---

**The Department of Public Works recommends that the following described work:**  
Unit DE-25 Miscellaneous Sidewalk & Concrete Street Excavation Repairs

---

**Be awarded to:**

Name: Al Dix Concrete Inc  
Address: 401 Gertrude St  
Kaukauna, WI 54130

---

**In the amount of :** \_\_\_\_\_

**With a**   0   \_\_\_\_\_

**For a project total not to exceed :** \_\_\_\_\_

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

**In an amount Not To Exceed :**                     \$1,008,850.00

Budget:                     \$1,008,850.00  
Estimate:                     \$1,008,850.00  
Committee Date:                     02/10/25  
Council Date:                     02/19/25

**CITY OF APPLETON**  
**Contract Funding Form**

TO: Finance Department  
 FROM: Mark Lahay - Dept. of Public Works  
 DATE: 2/4/2025  
 SUBJECT: Funding for Contract:

DE-25 Miscellaneous Sidewalk & Concrete Street Excavation Reparis  
 Unit No. Description

AWARD DATE: 2/19/2025 (Council Date)  
 AWARD TO: Al Dix Concrete Inc  
401 Gertrude St  
Kaukauna, WI 54130

Funding for the project will be as follows:

Item No.	Account No.	Account Description	Contract Amount	Contingency	Total Contract
1.	4010	New Subdivision	\$40,000.00	\$0.00	\$40,000.00
2.	5220	Storm	\$120,000.00	\$0.00	\$120,000.00
3.	5353	Water	\$218,850.00	\$0.00	\$218,850.00
4.	5427	Sanitary	\$55,000.00	\$0.00	\$55,000.00
5.	17015	Sidewalk	\$500,000.00	\$0.00	\$500,000.00
6.	17032	General	\$75,000.00	\$0.00	\$75,000.00
<b>TOTAL</b>			<b>\$1,008,850.00</b>	<b>\$0.00</b>	<b>\$1,008,850.00</b>

Public Works Date  
Finance Department Date

cc: Project File

DE-25 Misc Sidewalk & Concrete Street Excavation (#9485045)  
 Owner: Appleton WI, City of  
 Solicitor: Appleton WI, City of  
 02/03/2025 01:45 PM CST

Section Title	Line Item	Item Description	UoM	Quantity	Al Dix Concrete Inc		Jim Fischer, Inc.		Highway Landscapers, Inc.		LaLonde Contractors, Inc.	
					Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
DE-25 BASE BID						\$953,892.50		\$967,477.00		\$1,041,225.00		\$1,134,680.74
	1	Furnish & Install 4" Sidewalk	sq ft	20000	\$10.10	\$202,000.00	\$9.53	\$190,600.00	\$10.05	\$201,000.00	\$12.74	\$254,800.00
	2	Furnish & Install 4" Picture Frame Sidewalk	sq ft	250	\$13.00	\$3,250.00	\$11.75	\$2,937.50	\$11.00	\$2,750.00	\$13.13	\$3,282.50
	3	Furnish & Install 5" Sidewalk	sq ft	28000	\$9.75	\$273,000.00	\$9.77	\$273,560.00	\$10.30	\$288,400.00	\$13.26	\$371,280.00
	4	Furnish & Install 5" Driveway Apron / Privat	sq ft	700	\$9.75	\$6,825.00	\$9.77	\$6,839.00	\$10.50	\$7,350.00	\$13.37	\$9,359.00
	5	Furnish & Install 5" Colored & Stamped Sid	sq ft	125	\$30.00	\$3,750.00	\$32.00	\$4,000.00	\$30.00	\$3,750.00	\$14.14	\$1,767.50
	6	Furnish & Install 7" Sidewalk	sq ft	700	\$10.60	\$7,420.00	\$10.87	\$7,609.00	\$12.00	\$8,400.00	\$12.43	\$8,701.00
	7	Furnish & Install 7" Driveway Apron / Privat	sq ft	350	\$10.60	\$3,710.00	\$10.85	\$3,797.50	\$12.00	\$4,200.00	\$14.82	\$5,187.00
	8	Furnish & Install 7" Picture Frame Sidewalk	sq ft	175	\$13.50	\$2,362.50	\$10.88	\$1,904.00	\$13.00	\$2,275.00	\$13.00	\$2,275.00
	9	Furnish & Install 7" Handicap Ramp	sq ft	1000	\$10.60	\$10,600.00	\$10.87	\$10,870.00	\$15.00	\$15,000.00	\$12.43	\$12,430.00
	10	Furnish & Install Truncated Domes	sq ft	200	\$40.00	\$8,000.00	\$30.00	\$6,000.00	\$50.00	\$10,000.00	\$43.97	\$8,794.00
	11	Text Imprint (Poem Stamping)	each	25	\$150.00	\$3,750.00	\$200.00	\$5,000.00	\$225.00	\$5,625.00	\$206.00	\$5,150.00
	12	Furnish & Install 7" Plain Concrete Paveme	sq yds	2000	\$108.00	\$216,000.00	\$109.00	\$218,000.00	\$122.00	\$244,000.00	\$106.04	\$212,080.00
	13	Furnish & Install 7" Plain Concrete Paveme	sq yds	100	\$110.00	\$11,000.00	\$110.00	\$11,000.00	\$129.00	\$12,900.00	\$110.93	\$11,093.00
	14	Furnish & Install 8" Plain Concrete Paveme	sq yds	600	\$112.00	\$67,200.00	\$114.00	\$68,400.00	\$129.00	\$77,400.00	\$117.76	\$70,656.00
	15	Furnish & Install 8" Plain Concrete Paveme	sq yds	100	\$115.00	\$11,500.00	\$116.50	\$11,650.00	\$136.00	\$13,600.00	\$124.97	\$12,497.00
	16	F&I Rubberized Membrane Water Proofing	sq ft	250	\$2.50	\$625.00	\$8.00	\$2,000.00	\$7.50	\$1,875.00	\$11.10	\$2,775.00
	17	Remove and Replace 30" Concrete Curb &	linft	50	\$75.00	\$3,750.00	\$80.00	\$4,000.00	\$95.00	\$4,750.00	\$70.34	\$3,517.00
	18	Remove and Replace 18" Curb & Gutter	lin.ft.	50	\$75.00	\$3,750.00	\$67.00	\$3,350.00	\$85.00	\$4,250.00	\$67.45	\$3,372.50
	19	Remove and Replace Special Curb Head (1	lin.ft.	20	\$40.00	\$800.00	\$40.00	\$800.00	\$100.00	\$2,000.00	\$69.25	\$1,385.00
	20	Remove and Replace Special Curb Head (4	lin.ft.	20	\$30.00	\$600.00	\$30.00	\$600.00	\$100.00	\$2,000.00	\$65.79	\$1,315.80
	21	Sawcut Curb Head - Truck mounted saw	lin.ft.	40	\$80.00	\$3,200.00	\$65.00	\$2,600.00	\$50.00	\$2,000.00	\$111.40	\$4,456.00
	22	Unclassified Excavation	cu.yds.	10	\$20.00	\$200.00	\$20.00	\$200.00	\$25.00	\$250.00	\$35.70	\$357.00
	23	Concrete/Asphalt Handicap Removal	sq ft	1200	\$1.50	\$1,800.00	\$1.95	\$2,340.00	\$1.60	\$1,920.00	\$1.85	\$2,220.00
	24	Concrete/Asphalt Sidewalk Removal	sq ft	48000	\$1.50	\$72,000.00	\$1.95	\$93,600.00	\$1.60	\$76,800.00	\$1.72	\$82,560.00
	25	Furnish & Install Gravel Fill	tons	50	\$20.00	\$1,000.00	\$18.00	\$900.00	\$50.00	\$2,500.00	\$27.33	\$1,366.50
	26	Furnish & Place Aggregate Slurry	cu.yds.	10	\$125.00	\$1,250.00	\$150.00	\$1,500.00	\$150.00	\$1,500.00	\$134.90	\$1,349.00
	27	Furnish & Install No 4 Reinforcing Rods	lin ft	150	\$3.00	\$450.00	\$2.00	\$300.00	\$4.00	\$600.00	\$4.70	\$705.00
	28	Furnish & Install Dowel Basket Assembly	lin.ft.	48	\$50.00	\$2,400.00	\$30.00	\$1,440.00	\$35.00	\$1,680.00	\$31.30	\$1,502.40
	29	Furnish & Install 3" Asphalt Pavement/Priva	sq ft	20	\$30.00	\$600.00	\$30.00	\$600.00	\$75.00	\$1,500.00	\$96.50	\$1,930.00
	30	Adjust Sanitary MH Casting	each	2	\$500.00	\$1,000.00	\$400.00	\$800.00	\$700.00	\$1,400.00	\$598.00	\$1,196.00
	31	Adjust Storm MH Casting	each	2	\$500.00	\$1,000.00	\$400.00	\$800.00	\$700.00	\$1,400.00	\$598.00	\$1,196.00
	32	Adjust Inlet Casting	each	2	\$500.00	\$1,000.00	\$400.00	\$800.00	\$800.00	\$1,600.00	\$598.00	\$1,196.00
	33	Furnish & Install Storm MH Casting	ea.	2	\$500.00	\$1,000.00	\$1,200.00	\$2,400.00	\$950.00	\$1,900.00	\$1,038.67	\$2,077.34
	34	Furnish & Install "C" Inlet Casting	ea.	2	\$1,000.00	\$2,000.00	\$1,200.00	\$2,400.00	\$1,350.00	\$2,700.00	\$1,283.66	\$2,567.32
	35	Furnish & Install "E" Inlet Casting	ea.	2	\$1,000.00	\$2,000.00	\$1,000.00	\$2,000.00	\$1,350.00	\$2,700.00	\$1,330.13	\$2,660.26
	36	Furnish & Install Sanitary MH Casting	ea.	2	\$1,000.00	\$2,000.00	\$1,000.00	\$2,000.00	\$1,250.00	\$2,500.00	\$1,352.30	\$2,704.60
	37	Remove and Replace Inlet including castin	ea.	1	\$3,000.00	\$3,000.00	\$2,300.00	\$2,300.00	\$4,500.00	\$4,500.00	\$6,031.08	\$6,031.08
	38	Furnish & Install 10", 12" Inlet Lead	lin.ft.	15	\$100.00	\$1,500.00	\$195.00	\$2,925.00	\$125.00	\$1,875.00	\$139.21	\$2,088.15
	39	Replace/Repair damaged sump pump line	lin.ft.	15	\$50.00	\$750.00	\$40.00	\$600.00	\$50.00	\$750.00	\$103.39	\$1,550.85
	40	Furnish & Install & Remove Type D-M Inlet	each	5	\$100.00	\$500.00	\$110.00	\$550.00	\$125.00	\$625.00	\$137.67	\$688.35
	41	Furnish & Maintain Traffic Controls for Arte	ea.	3	\$500.00	\$1,500.00	\$465.00	\$1,395.00	\$1,000.00	\$3,000.00	\$690.60	\$2,071.80
	42	Furnish & Maintain Traffic Controls for Arte	ea.	3	\$1,000.00	\$3,000.00	\$870.00	\$2,610.00	\$1,250.00	\$3,750.00	\$716.67	\$2,150.01
	43	Furnish & Maintain Traffic Controls for Arte	ea.	3	\$1,250.00	\$3,750.00	\$1,100.00	\$3,300.00	\$1,500.00	\$4,500.00	\$907.92	\$2,723.76
	44	Furnish Traffic Control for Detour of Arteria	ea.	2	\$2,300.00	\$4,600.00	\$2,150.00	\$4,300.00	\$2,250.00	\$4,500.00	\$1,656.56	\$3,313.12
	45	Furnish & Maintain Message Board	day	10	\$130.00	\$1,300.00	\$100.00	\$1,000.00	\$125.00	\$1,250.00	\$73.69	\$736.90
	46	Furnish Terrace Restoration	sq.yds.	100	\$12.00	\$1,200.00	\$9.00	\$900.00	\$20.00	\$2,000.00	\$15.66	\$1,566.00
Base Bid Total:						\$953,892.50		\$967,477.00		\$1,041,225.00		\$1,134,680.74

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

---

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

**SUBJECT: Award of Contract**

---

**The Department of Public Works recommends that the following described work:**  
Unit W-25 Sewer & Water Reconstruction - Bell, Brewster, Alexander, Melrose

---

**Be awarded to:**

Name: Kruczek Construction  
Address: 3636 Kewaunee Road  
Green Bay, WI 54311

---

**In the amount of :** \$2,312,222.22  
**With a   3   % contingency of :** \$70,000.00  
**For a project total not to exceed :** \$2,382,222.22

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

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

Budget: \$2,889,666.00  
Estimate: \$2,700,000.00  
Committee Date: 02/10/25  
Council Date: 02/19/25

# CITY OF APPLETON

## Contract Funding Form

TO: Finance Department

FROM: Mark Lahay - Dept. of Public Works

DATE: 2/10/2025

SUBJECT: Funding for Contract:

W-25	Sewer and Water Construction- Bell, Brewster, Alexander, Melrose
Unit No.	Description
AWARD DATE: <u>2/19/2025</u>	(Council Date)
AWARD TO: <u>Kruczek Construction</u>	
	<u>3636 Kewaunee Road</u>
	<u>Green Bay, WI 54311</u>

Funding for the project will be as follows:

Item No.	Account No.	Account Description	Contract Amount	Contingency	Total Contract
1.	5371	Water	\$883,210.17	\$30,000.00	\$913,210.17
2.	5431	Sanitary	\$952,730.05	\$30,000.00	\$982,730.05
3.	5230	Storm	\$476,282.00	\$10,000.00	\$486,282.00
4.					



W-25 Sewer & Water Reconstruction: Bell, Brewster, Alexander, Melrose (#9460670)

Owner: Appleton WI, City of

Solicitor: Appleton WI, City of

01/27/2025 01:45 PM CST

Section Title	Line Item	Item Description	UoM	Quantity	Kruczek Construction Inc.		Don Hietpas and Sons Inc.		Dorner Inc.		PTS Contractors, Inc		Jossart Brothers, Inc.		Advance Construction Inc.		Alfson Excavating LLC	
					Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
W-25 BASE BID						<b>\$2,312,222.22</b>		<b>\$2,394,285.70</b>		<b>\$2,475,667.00</b>		<b>\$2,558,421.00</b>		<b>\$2,577,373.00</b>		<b>\$2,807,140.00</b>		<b>\$3,210,295.00</b>
	1	F&I - 8" Water Main	lin. ft.	3900	\$100.00	\$390,000.00	\$115.57	\$450,723.00	\$131.00	\$510,900.00	\$112.00	\$436,800.00	\$118.00	\$460,200.00	\$139.00	\$542,100.00	\$174.00	\$678,600.00
	2	F&I - 6" Hydrant Lead	lin. ft.	70	\$126.00	\$8,820.00	\$109.00	\$7,630.00	\$143.00	\$10,010.00	\$122.00	\$8,540.00	\$100.00	\$7,000.00	\$120.00	\$8,400.00	\$123.00	\$8,610.00
	3	F&I - Hydrant	each	9	\$6,225.00	\$56,025.00	\$5,740.00	\$51,660.00	\$6,224.00	\$56,016.00	\$5,875.00	\$52,875.00	\$5,600.00	\$50,400.00	\$5,900.00	\$53,100.00	\$6,000.00	\$54,000.00
	4	F&I - 8" Gate Valve w/ Box	each	15	\$2,600.00	\$39,000.00	\$2,525.00	\$37,875.00	\$2,795.00	\$41,925.00	\$2,535.00	\$38,025.00	\$2,800.00	\$42,000.00	\$2,490.00	\$37,350.00	\$2,800.00	\$42,000.00
	5	F&I - 6" Gate Valve w/ Box	each	10	\$1,900.00	\$19,000.00	\$1,785.00	\$17,850.00	\$1,966.00	\$19,660.00	\$1,785.00	\$17,850.00	\$1,950.00	\$19,500.00	\$1,740.00	\$17,400.00	\$1,920.00	\$19,200.00
	6	F&I - 8" Bend	each	16	\$481.00	\$7,696.00	\$525.00	\$8,400.00	\$622.00	\$9,952.00	\$515.00	\$8,240.00	\$500.00	\$8,000.00	\$480.00	\$7,680.00	\$510.00	\$8,160.00
	7	F&I - 6" Bend	each	2	\$339.56	\$679.12	\$395.00	\$790.00	\$462.00	\$924.00	\$400.00	\$800.00	\$360.00	\$720.00	\$360.00	\$720.00	\$355.00	\$710.00
	8	F&I - 8"x8" Cross	each	1	\$945.00	\$945.00	\$950.00	\$950.00	\$1,111.00	\$1,111.00	\$915.00	\$915.00	\$950.00	\$950.00	\$900.00	\$900.00	\$905.00	\$905.00
	9	F&I - 8"x8" Tee	each	1	\$810.00	\$810.00	\$850.00	\$850.00	\$966.00	\$966.00	\$805.00	\$805.00	\$820.00	\$820.00	\$780.00	\$780.00	\$755.00	\$755.00
	10	F&I - 8"x6" Tee	each	10	\$675.00	\$6,750.00	\$750.00	\$7,500.00	\$846.00	\$8,460.00	\$700.00	\$7,000.00	\$690.00	\$6,900.00	\$660.00	\$6,600.00	\$710.00	\$7,100.00
	11	F&I - 8"x6" Reducer	each	4	\$380.00	\$1,520.00	\$450.00	\$1,800.00	\$530.00	\$2,120.00	\$425.00	\$1,700.00	\$390.00	\$1,560.00	\$400.00	\$1,600.00	\$415.00	\$1,660.00
	12	F&I - 6" Service	lin. ft.	10	\$211.00	\$2,110.00	\$280.00	\$2,800.00	\$307.00	\$3,070.00	\$185.00	\$1,850.00	\$285.00	\$2,850.00	\$120.00	\$1,200.00	\$205.00	\$2,050.00
	13	F&I - 2" Service	lin. ft.	10	\$200.00	\$2,000.00	\$158.00	\$1,580.00	\$71.00	\$710.00	\$132.00	\$1,320.00	\$175.00	\$1,750.00	\$93.00	\$930.00	\$185.00	\$1,850.00
	14	F&I - 1" Service	lin. ft.	850	\$90.00	\$76,500.00	\$132.00	\$112,200.00	\$73.00	\$62,050.00	\$106.00	\$90,100.00	\$168.00	\$142,800.00	\$82.00	\$69,700.00	\$130.00	\$110,500.00
	15	Service Connection	each	100	\$440.00	\$44,000.00	\$400.00	\$40,000.00	\$499.00	\$49,900.00	\$588.00	\$58,800.00	\$600.00	\$60,000.00	\$600.00	\$60,000.00	\$650.00	\$65,000.00
	16	F&I - Curb Stop	each	54	\$320.00	\$17,280.00	\$275.00	\$14,850.00	\$319.00	\$17,226.00	\$336.00	\$18,144.00	\$250.00	\$13,500.00	\$300.00	\$16,200.00	\$420.00	\$22,680.00
	17	F&I - Curb Box	each	99	\$415.00	\$41,085.00	\$400.00	\$39,600.00	\$470.00	\$46,530.00	\$430.00	\$42,570.00	\$400.00	\$39,600.00	\$402.00	\$39,798.00	\$370.00	\$36,630.00
	18	Cut/Cap Watermain	each	12	\$1,000.00	\$12,000.00	\$800.00	\$9,600.00	\$1,370.00	\$16,440.00	\$1,940.00	\$23,280.00	\$2,500.00	\$30,000.00	\$800.00	\$9,600.00	\$1,800.00	\$21,600.00
	19	F&I - 10" Sanitary Sewer	lin. ft.	2400	\$125.00	\$300,000.00	\$148.70	\$356,880.00	\$170.00	\$408,000.00	\$144.00	\$345,600.00	\$145.00	\$348,000.00	\$197.50	\$474,000.00	\$188.00	\$451,200.00
	20	F&I - 8" Sanitary Sewer	lin. ft.	900	\$92.00	\$82,800.00	\$117.00	\$105,300.00	\$144.00	\$129,600.00	\$113.00	\$101,700.00	\$139.00	\$125,100.00	\$163.00	\$146,700.00	\$184.00	\$165,600.00
	21	F&I - 4"/6" Sanitary Lateral	lin. ft.	1300	\$109.00	\$141,700.00	\$118.93	\$154,609.00	\$100.00	\$130,000.00	\$100.00	\$130,000.00	\$155.00	\$201,500.00	\$116.00	\$150,800.00	\$149.00	\$193,700.00
	22	F&I - 4" Sanitary Lateral (Trenchless)	lin. ft.	3000	\$5.00	\$15,000.00	\$5.00	\$15,000.00	\$5.00	\$15,000.00	\$5.10	\$15,300.00	\$5.25	\$15,750.00	\$5.00	\$15,000.00	\$6.50	\$19,500.00
	23	Reconnect Sanitary Lateral	each	90	\$335.00	\$30,150.00	\$400.00	\$36,000.00	\$420.00	\$37,800.00	\$290.00	\$26,100.00	\$265.00	\$23,850.00	\$300.00	\$27,000.00	\$1,050.00	\$94,500.00
	24	Abandon Sanitary Lateral	each	5	\$100.00	\$500.00	\$250.00	\$1,250.00	\$547.00	\$2,735.00	\$2,240.00	\$11,200.00	\$500.00	\$2,500.00	\$1,000.00	\$5,000.00	\$500.00	\$2,500.00
	25	In-Home Lateral Connection	each	50	\$3,300.00	\$165,000.00	\$3,250.00	\$162,500.00	\$3,348.00	\$167,400.00	\$3,310.00	\$165,500.00	\$3,400.00	\$170,000.00	\$3,250.00	\$162,500.00	\$4,700.00	\$235,000.00
	26	In-Home Sanitary Connection > 2.5 Ft. Des	each	10	\$750.00	\$7,500.00	\$750.00	\$7,500.00	\$773.00	\$7,730.00	\$765.00	\$7,650.00	\$790.00	\$7,900.00	\$750.00	\$7,500.00	\$1,000.00	\$10,000.00
	27	F&I - Sump Pit	each	1	\$750.00	\$750.00	\$750.00	\$750.00	\$773.00	\$773.00	\$765.00	\$765.00	\$790.00	\$790.00	\$750.00	\$750.00	\$1,000.00	\$1,000.00
	28	F&I - Floor Drain	each	50	\$150.00	\$7,500.00	\$150.00	\$7,500.00	\$155.00	\$7,750.00	\$152.00	\$7,600.00	\$160.00	\$8,000.00	\$150.00	\$7,500.00	\$350.00	\$17,500.00
	29	F&I - 4" Dia. Sanitary MH	vert. ft.	80	\$500.00	\$40,000.00	\$552.00	\$44,160.00	\$719.00	\$57,520.00	\$570.00	\$45,600.00	\$475.00	\$38,000.00	\$525.00	\$42,000.00	\$625.00	\$50,000.00
	30	F&I - Sanitary MH Casting	each	8	\$605.00	\$4,840.00	\$684.00	\$5,472.00	\$633.00	\$5,064.00	\$650.00	\$5,200.00	\$1,500.00	\$12,000.00	\$640.00	\$5,120.00	\$720.00	\$5,760.00
	31	F&I - 30" Storm Sewer	lin. ft.	725	\$133.00	\$96,425.00	\$162.50	\$117,812.50	\$159.00	\$115,275.00	\$140.00	\$101,500.00	\$189.00	\$137,025.00	\$174.00	\$126,150.00	\$211.00	\$152,975.00
	32	F&I - 18" Storm Sewer	lin. ft.	460	\$84.00	\$38,640.00	\$115.27	\$53,024.20	\$107.00	\$49,220.00	\$87.00	\$40,020.00	\$127.00	\$58,420.00	\$135.00	\$62,100.00	\$167.00	\$76,820.00
	33	F&I - 12" Storm Sewer	lin. ft.	1200	\$82.00	\$98,400.00	\$117.35	\$140,820.00	\$106.00	\$127,200.00	\$88.00	\$105,600.00	\$111.00	\$133,200.00	\$127.00	\$152,400.00	\$122.00	\$146,400.00
	34	F&I - 6" Storm Lateral	lin. ft.	2150	\$58.00	\$124,700.00	\$76.00	\$163,400.00	\$73.00	\$156,950.00	\$75.00	\$161,250.00	\$90.00	\$193,500.00	\$84.00	\$180,600.00	\$82.00	\$176,300.00
	35	Reconnect Storm Lateral	each	15	\$215.00	\$3,225.00	\$150.00	\$2,250.00	\$222.00	\$3,330.00	\$325.00	\$4,875.00	\$250.00	\$3,750.00	\$236.00	\$3,540.00	\$500.00	\$7,500.00
	36	F&I - 4" Dia. Storm MH	vert. ft.	58	\$574.00	\$33,292.00	\$530.00	\$30,740.00	\$695.00	\$40,310.00	\$520.00	\$30,160.00	\$615.00	\$35,670.00	\$525.00	\$30,450.00	\$580.00	\$33,640.00
	37	F&I - Storm MH Casting	each	14	\$600.00	\$8,400.00	\$690.00	\$9,660.00	\$703.00	\$9,842.00	\$630.00	\$8,820.00	\$600.00	\$8,400.00	\$620.00	\$8,680.00	\$700.00	\$9,800.00
	38	F&I - Type "D-M" Inlet Protection	each	34	\$100.00	\$3,400.00	\$100.00	\$3,400.00	\$102.00	\$3,468.00	\$71.00	\$2,414.00	\$100.00	\$3,400.00	\$125.00	\$4,250.00	\$125.00	\$4,250.00
	39	F&I - Type "E" Inlet	each	1	\$3,300.00	\$3,300.00	\$3,100.00	\$3,100.00	\$3,581.00	\$3,581.00	\$3,200.00	\$3,200.00	\$3,500.00	\$3,500.00	\$3,628.00	\$3,628.00	\$3,700.00	\$3,700.00
	40	F&I - 12" Inlet Lead	lin. ft.	50	\$98.00	\$4,900.00	\$85.00	\$4,250.00	\$127.00	\$6,350.00	\$135.00	\$6,750.00	\$115.00	\$5,750.00	\$137.00	\$6,850.00	\$110.00	\$5,500.00
	41	Hancock Street Spot Repair	each	1	\$4,500.00	\$4,500.00	\$7,500.00	\$7,500.00	\$9,118.00	\$9,118.00	\$6,775.00	\$6,775.00	\$7,900.00	\$7,900.00	\$10,000.00	\$10,000.00	\$14,000.00	\$14,000.00
	42	Jordan Street Spot Repair	each	1	\$9,000.00	\$9,000.00	\$11,050.00	\$11,050.00	\$12,041.00	\$12,041.00	\$10,000.00	\$10,000.00	\$11,000.00	\$11,000.00	\$14,000.00	\$14,000.00	\$23,000.00	\$23,000.00
	43	Lilas Drive Spot Repair	each	1	\$28,100.00	\$28,100.00	\$37,750.00	\$37,750.00	\$30,571.00	\$30,571.00	\$38,000.00	\$38,000.00	\$29,400.00	\$29,400.00	\$34,000.00	\$34,000.00	\$36,000.00	\$36,000.00
	44	Randall Avenue Spot Repair	each	1	\$20,000.00	\$20,000.00	\$26,250.00	\$26,250.00	\$22,714.00	\$22,714.00	\$21,600.00	\$21,600.00	\$19,600.00	\$19,600.00	\$23,000.00	\$23,000.00	\$19,000.00	\$19,000.00
	45	R&R - 7" Concrete Ped. Ramp	sq. yd.	10	\$100.00	\$1,000.00	\$81.00	\$810.00	\$94.00	\$940.00	\$95.00	\$950.00	\$105.00	\$1,050.00	\$86.00	\$860.00	\$125.00	\$1,250.00
	46	F&I - Truncated Dome	sq. ft.	24	\$40.00	\$960.00	\$40.00	\$960.00	\$41.00	\$984.00	\$42.00	\$1,008.00	\$42.00	\$1,008.00	\$41.00	\$984.00	\$60.00	\$1,440.00
	47	R&R - 4" Concrete Sidewalk	sq. yd.	10	\$100.00	\$1,000.00	\$72.00	\$720.00	\$90.20	\$902.00	\$82.00	\$820.00	\$86.00	\$860.00	\$73.00	\$730.00	\$100.00	\$1,000.00
	48	R&R - 7" Concrete Pavement	sq. yd.	200	\$120.00	\$24,000.00	\$115.00	\$23,000.00	\$134.50	\$26,900.00	\$112.00	\$22,400.00	\$130.00	\$26,000.00	\$121.00	\$24,200.00	\$115.00	\$23,000.00
	49	R&R - 5" Concrete Apron	sq. yd.	60	\$95.00	\$5,700.00	\$81.00	\$4,860.00	\$94.10	\$5,646.00	\$90.00	\$5,400.00	\$105.00	\$6,300.00				

**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 U-25 Sewer & Water Reconstruction - Lawe, Durkee, Bellaire

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**Be awarded to:**

Name: Kruczek Construction  
Address: 3636 Kewaunee Road  
Green Bay, WI 54311

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**In the amount of :** \$2,525,555.55  
**With a 2.8 % contingency of :** \$70,000.00  
**For a project total not to exceed :** \$2,595,555.55

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

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

Budget: \$3,421,511.00  
Estimate: \$3,000,000.00  
Committee Date: 02/10/25  
Council Date: 02/19/25

## CITY OF APPLETON Contract Funding Form

TO: Finance Department  
 FROM: Mark Lahay - Dept. of Public Works  
 DATE: 2/10/2025  
 SUBJECT: Funding for Contract:

U-25	Sewer and Water Construction - Lawe, Durkee, Bellaire
Unit No.	Description
AWARD DATE: <u>2/19/2025</u>	(Council Date)
AWARD TO: <u>Kruczek Construction</u>	
	<u>3636 Kewaunee Road</u>
	<u>Green Bay, WI 54311</u>

Funding for the project will be as follows:

Item No.	Account No.	Account Description	Contract Amount	Contingency	Total Contract
1.	5371	Water	\$1,327,383.39	\$30,000.00	\$1,357,383.39
2.	5431	Sanitary	\$1,035,076.19	\$30,000.00	\$1,065,076.19
3.	5230	Storm	\$163,095.97	\$10,000.00	\$173,095.97
4.					

Section Title	Line Item	Item Description	UoM	Quantity	Kruczek Construction Inc.		Jossart Brothers, Inc.		PTS Contractors, Inc		Calnin & Goss, LLC		Advance Construction Inc.		Dorner Inc.	
					Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
					\$2,525,555.55		\$2,685,488.50		\$2,884,385.00		\$2,982,990.40		\$2,988,719.10		\$3,197,564.20	
1	F&I - 24" Steel Casing Pipe (Jack & Bore)	lin. ft.	100	\$540.00	\$54,000.00	\$770.00	\$77,000.00	\$900.00	\$90,000.00	\$1,300.70	\$130,070.00	\$780.00	\$78,000.00	\$752.00	\$75,200.00	
2	F&I - 8" Water Main	lin. ft.	5150	\$100.00	\$515,000.00	\$118.00	\$607,700.00	\$126.00	\$648,900.00	\$106.35	\$547,702.50	\$135.00	\$695,250.00	\$134.00	\$690,100.00	
3	F&I - 8" Water Main (Agg. Slurry Backfill)	lin. ft.	800	\$150.25	\$120,200.00	\$175.00	\$140,000.00	\$198.00	\$158,400.00	\$191.21	\$152,968.00	\$190.00	\$152,000.00	\$210.00	\$168,000.00	
4	F&I - 6" Hydrant Lead	lin. ft.	60	\$127.50	\$7,650.00	\$95.00	\$5,700.00	\$127.00	\$7,620.00	\$169.62	\$10,177.20	\$135.00	\$8,100.00	\$334.00	\$20,040.00	
5	F&I - Hydrant	each	11	\$6,200.00	\$68,200.00	\$5,650.00	\$62,150.00	\$5,760.00	\$63,360.00	\$7,453.55	\$81,989.05	\$5,800.00	\$63,800.00	\$6,200.00	\$68,200.00	
6	F&I - 8" Gate Valve w/ Box	each	30	\$2,700.00	\$81,000.00	\$2,800.00	\$84,000.00	\$2,535.00	\$76,050.00	\$3,655.76	\$109,672.80	\$2,487.00	\$74,610.00	\$2,700.00	\$81,000.00	
7	F&I - 6" Gate Valve w/ Box	each	12	\$1,900.00	\$22,800.00	\$1,950.00	\$23,400.00	\$1,785.00	\$21,420.00	\$2,670.45	\$32,045.40	\$1,734.00	\$20,808.00	\$1,895.00	\$22,740.00	
8	F&I - 4" Gate Valve w/ Box	each	2	\$1,550.00	\$3,100.00	\$1,600.00	\$3,200.00	\$1,500.00	\$3,000.00	\$2,179.14	\$4,358.28	\$1,431.00	\$2,862.00	\$1,580.00	\$3,160.00	
9	F&I - 8" Bend	each	55	\$495.00	\$27,225.00	\$490.00	\$26,950.00	\$485.00	\$26,675.00	\$717.07	\$39,438.85	\$485.00	\$26,675.00	\$535.00	\$29,425.00	
10	F&I - 6" Bend	each	2	\$350.00	\$700.00	\$360.00	\$720.00	\$370.00	\$740.00	\$712.03	\$1,424.06	\$358.00	\$716.00	\$415.00	\$830.00	
11	F&I - 4" Bend	each	4	\$250.00	\$1,000.00	\$250.00	\$1,000.00	\$275.00	\$1,100.00	\$62.74	\$2,250.96	\$255.00	\$1,020.00	\$305.00	\$1,220.00	
12	F&I - 8"x8" Cross	each	4	\$960.00	\$3,840.00	\$950.00	\$3,800.00	\$945.00	\$3,780.00	\$861.73	\$3,446.92	\$938.00	\$3,752.00	\$985.00	\$3,940.00	
13	F&I - 8"x8" Tee	each	2	\$830.00	\$1,660.00	\$825.00	\$1,650.00	\$835.00	\$1,670.00	\$807.03	\$1,614.06	\$781.00	\$1,562.00	\$870.00	\$1,740.00	
14	F&I - 8"x6" Tee	each	11	\$700.00	\$7,700.00	\$700.00	\$7,700.00	\$720.00	\$7,920.00	\$791.53	\$8,706.83	\$660.00	\$7,260.00	\$750.00	\$8,250.00	
15	F&I - 8"x4" Tee	each	2	\$640.00	\$1,280.00	\$650.00	\$1,300.00	\$670.00	\$1,340.00	\$745.96	\$1,491.92	\$610.00	\$1,220.00	\$695.00	\$1,390.00	
16	F&I - 12"x8" Reducer	each	1	\$641.95	\$641.95	\$650.00	\$650.00	\$700.00	\$700.00	\$1,464.86	\$1,464.86	\$658.00	\$658.00	\$730.00	\$730.00	
17	F&I - 8"x6" Reducer	each	5	\$400.00	\$2,000.00	\$390.00	\$1,950.00	\$425.00	\$2,125.00	\$731.98	\$3,659.90	\$397.00	\$1,985.00	\$440.00	\$2,200.00	
18	F&I - 6" Service	lin. ft.	8	\$211.00	\$1,688.00	\$150.00	\$1,200.00	\$288.00	\$2,304.00	\$241.65	\$1,933.20	\$140.00	\$1,120.00	\$944.00	\$7,552.00	
19	F&I - 4" Service	lin. ft.	50	\$205.00	\$10,250.00	\$140.00	\$7,000.00	\$118.00	\$5,900.00	\$94.64	\$4,732.00	\$135.00	\$6,750.00	\$258.00	\$12,900.00	
20	F&I - 2" Service	lin. ft.	10	\$180.00	\$1,800.00	\$140.00	\$1,400.00	\$125.00	\$1,250.00	\$94.58	\$945.80	\$110.00	\$1,100.00	\$165.00	\$1,650.00	
21	F&I - 1" Service	lin. ft.	1200	\$90.00	\$108,000.00	\$135.00	\$162,000.00	\$108.00	\$129,600.00	\$63.43	\$76,116.00	\$95.00	\$114,000.00	\$161.00	\$193,200.00	
22	Service Connection	each	106	\$430.00	\$45,580.00	\$450.00	\$47,700.00	\$580.00	\$61,480.00	\$541.58	\$57,407.48	\$550.00	\$58,300.00	\$810.00	\$85,860.00	
23	F&I - Curb Stop	each	58	\$310.00	\$17,980.00	\$300.00	\$17,400.00	\$670.00	\$38,860.00	\$403.05	\$23,376.90	\$300.00	\$17,400.00	\$695.00	\$40,310.00	
24	F&I - Curb Box	each	103	\$415.00	\$42,745.00	\$470.00	\$48,410.00	\$206.00	\$21,218.00	\$263.46	\$27,136.38	\$550.00	\$56,650.00	\$1,555.00	\$160,165.00	
25	Cut/Cap Watermain	each	25	\$1,025.00	\$25,625.00	\$1,700.00	\$42,500.00	\$2,100.00	\$52,500.00	\$1,925.89	\$48,147.25	\$1,200.00	\$30,000.00	\$1,325.00	\$33,125.00	
26	F&I - 18"x26" CIPP Liner	lin. ft.	100	\$377.00	\$37,700.00	\$385.00	\$38,500.00	\$375.00	\$37,500.00	\$502.15	\$50,215.00	\$470.00	\$47,000.00	\$391.00	\$39,100.00	
27	F&I - 15" Sanitary Sewer	lin. ft.	40	\$164.25	\$6,570.00	\$220.00	\$8,800.00	\$245.00	\$9,800.00	\$136.79	\$5,471.60	\$266.00	\$10,640.00	\$440.00	\$17,600.00	
28	F&I - 15" Sanitary Sewer (Agg. Slurry Backfill)	lin. ft.	15	\$241.25	\$3,618.75	\$360.00	\$5,400.00	\$450.00	\$6,750.00	\$578.36	\$8,675.40	\$445.00	\$6,675.00	\$1,059.00	\$15,885.00	
29	F&I - 12" Sanitary Sewer	lin. ft.	825	\$125.00	\$103,125.00	\$170.00	\$140,250.00	\$168.00	\$138,600.00	\$145.14	\$119,740.50	\$190.00	\$156,750.00	\$207.00	\$170,775.00	
30	F&I - 10" Sanitary Sewer (Agg. Slurry Backfill)	lin. ft.	330	\$158.50	\$52,305.00	\$215.00	\$70,950.00	\$198.00	\$65,340.00	\$276.12	\$91,119.60	\$250.00	\$82,500.00	\$231.00	\$76,230.00	
31	Fill&Aband. - 10" Sanitary Sewer	lin. ft.	365	\$7.00	\$2,555.00	\$8.00	\$2,920.00	\$5.00	\$1,825.00	\$10.45	\$3,814.25	\$10.00	\$3,650.00	\$8.30	\$3,029.50	
32	F&I - 8" Sanitary Sewer	lin. ft.	905	\$95.00	\$85,975.00	\$143.00	\$129,415.00	\$137.00	\$123,985.00	\$122.95	\$111,269.75	\$150.00	\$135,750.00	\$153.00	\$138,465.00	
33	F&I - 8" Sanitary Sewer (Agg. Slurry Backfill)	lin. ft.	210	\$159.00	\$33,390.00	\$210.00	\$44,100.00	\$237.00	\$49,770.00	\$286.40	\$60,144.00	\$270.00	\$56,700.00	\$230.00	\$48,300.00	
34	Fill&Aband. - 8" Sanitary Sewer	lin. ft.	330	\$6.50	\$2,145.00	\$7.00	\$2,310.00	\$4.00	\$1,320.00	\$7.64	\$2,521.20	\$8.00	\$2,640.00	\$7.30	\$2,409.00	
35	F&I - 4"/6" Sanitary Lateral	lin. ft.	1340	\$103.00	\$138,020.00	\$132.00	\$176,880.00	\$148.00	\$198,320.00	\$132.75	\$177,885.00	\$150.00	\$201,000.00	\$180.00	\$241,200.00	
36	F&I - 4" Sanitary Lateral (Trenchless)	lin. ft.	3510	\$5.00	\$17,550.00	\$5.25	\$18,427.50	\$30.00	\$105,300.00	\$11.31	\$39,698.10	\$5.00	\$17,550.00	\$8.00	\$28,080.00	
37	Reconnect Sanitary Lateral	each	112	\$647.00	\$72,464.00	\$550.00	\$61,600.00	\$592.00	\$66,304.00	\$819.11	\$91,740.32	\$500.00	\$56,000.00	\$575.00	\$64,400.00	
38	Abandon Sanitary Lateral	each	11	\$100.00	\$1,100.00	\$750.00	\$8,250.00	\$2,240.00	\$24,640.00	\$554.65	\$6,101.15	\$1,000.00	\$11,000.00	\$995.00	\$10,945.00	
39	In-Home Lateral Connection	each	56	\$3,500.00	\$196,000.00	\$3,600.00	\$201,600.00	\$3,565.00	\$199,640.00	\$4,750.13	\$266,007.28	\$3,500.00	\$196,000.00	\$4,425.00	\$247,800.00	
40	In-Home Sanitary Connection > 2.5 Ft. Deep	each	10	\$750.00	\$7,500.00	\$775.00	\$7,750.00	\$765.00	\$7,650.00	\$1,017.89	\$10,178.90	\$750.00	\$7,500.00	\$885.00	\$8,850.00	
41	F&I - Sump Pit	each	20	\$750.00	\$15,000.00	\$775.00	\$15,500.00	\$765.00	\$15,300.00	\$1,146.82	\$22,936.40	\$750.00	\$15,000.00	\$895.00	\$17,900.00	
42	F&I - Floor Drain	each	58	\$150.00	\$8,700.00	\$160.00	\$9,280.00	\$153.00	\$8,874.00	\$263.43	\$15,278.94	\$150.00	\$8,700.00	\$155.00	\$8,990.00	
43	F&I - 4" Dia. Sanitary MH	vert. ft.	120	\$527.00	\$63,240.00	\$560.00	\$67,200.00	\$582.00	\$69,840.00	\$1,205.91	\$144,709.20	\$510.00	\$61,200.00	\$585.00	\$70,200.00	
44	F&I - Sanitary MH Casting	each	36	\$900.00	\$32,400.00	\$600.00	\$21,600.00	\$763.00	\$27,468.00	\$1,250.94	\$45,033.84	\$1,290.00	\$46,440.00	\$700.00	\$25,200.00	
45	F&I - 12" Storm Sewer	lin. ft.	343	\$88.25	\$30,269.75	\$110.00	\$37,730.00	\$196.00	\$67,228.00	\$105.51	\$36,189.93	\$143.00	\$49,049.00	\$68.00	\$23,324.00	
46	Fill&Aband. - 12" Storm Sewer	lin. ft.	293	\$8.00	\$2,344.00	\$12.00	\$3,516.00	\$8.00	\$2,344.00	\$88.65	\$25,974.45	\$12.00	\$3,516.00	\$10.00	\$2,930.00	
47	F&I - 4" Dia. Storm MH	vert. ft.	24	\$591.50	\$14,196.00	\$650.00	\$15,600.00	\$530.00	\$12,720.00	\$90.40	\$21,705.60	\$600.00	\$14,400.00	\$532.00	\$12,768.00	
48	F&I - Storm MH Casting	each	7	\$875.00	\$6,125.00	\$750.00	\$5,250.00	\$725.00	\$5,075.00	\$771.95	\$5,403.65	\$1,000.00	\$7,000.00	\$605.00	\$4,235.00	
49	F&I - Type "D-M" Inlet Protection	each	59	\$100.00	\$5,900.00	\$75.00	\$4,425.00	\$71.00	\$4,189.00	\$39.97	\$2,358.23	\$70.00	\$4,130.00	\$110.00	\$6,490.00	
50	F&I - Type "E" Inlet	each	2	\$3,301.00	\$6,602.00	\$3,200.00	\$6,400.00	\$3,165.00	\$6,330.00	\$5,022.74	\$10,045.48	\$4,000.00	\$8,000.00	\$3,265.00	\$6,530.00	
51	F&I - 12" Inlet Lead	lin. ft.	220	\$90.00	\$19,800.00	\$115.00	\$25,300.00	\$145.00	\$31,900.00	\$117.01	\$25,742.20	\$143.00	\$31,460.00	\$79.00	\$17,380.00	
52	R&R - 7" Concrete Ped. Ramp	sq. yd.	3	\$122.00	\$366.00	\$105.00	\$315.00	\$102.00	\$306.00	\$142.75	\$428.25	\$100.00	\$300.00	\$136.40	\$409.20	
53	F&I - Truncated Dome	sq. ft.	15	\$40.50	\$607.50	\$42.00	\$630.00	\$41.00	\$615.00	\$57.10	\$856.50	\$40.00	\$600.00	\$46.10	\$691.50	
54	R&R - 4" Concrete Sidewalk	sq. yd.	10	\$119.25	\$1,192.50	\$95.00	\$950.00	\$98.00	\$980.00	\$167.02	\$1,670.20	\$99.00	\$990.00	\$125.90	\$1,259.00	
55	R&R - 8" Concrete Pavement	sq. yd.	1200	\$84.40	\$101,280.00	\$86.00	\$103,200.00	\$79.00	\$94,800.00	\$117.89	\$141,468.00	\$79.00	\$94,800.00	\$88.50	\$106,200.00	
56	R&R - 7" Concrete Apron	sq. yd.	20	\$86.50	\$1,730.00	\$78.00	\$1,560.00	\$80.00	\$1,600.00	\$116.14	\$2,322.80	\$81.36	\$1,627.20	\$96.50	\$1,930.00	
57	R&R - 5" Concrete Apron	sq. yd.	115	\$65.50	\$7,532.50	\$70.00	\$8,050.00	\$70.00	\$8,050.00	\$103.30	\$11,879.50	\$72.36	\$8,321.40	\$81.60	\$9,384.00	
58	R&R - 30" Concrete Curb & Gutter	lin. ft.	570	\$43.75	\$24,937.50	\$40.00	\$22,800.00	\$43.00	\$24,510.00	\$60.31	\$34,376.70	\$43.25	\$24,652.50	\$46.40	\$26,448.00	
59	Temp. Traffic Control	l.s.	1	\$249,300.00	\$249,300.00	\$40,000.00	\$40,000.00	\$35,400.00	\$35,400.00	\$14,589.68	\$14,589.68	\$190,000.00	\$190,000.00	\$27,250.00	\$27,250.00	
60	Remove Contaminated Soil	cu. yd.	10	\$105.00	\$1,050.00	\$75.00	\$750.00	\$50.00	\$500.00	\$92.52	\$925.20	\$28.00	\$280.00	\$55.00	\$550.00	
61	Flowable Fill	cu. yd.	10	\$130.00	\$1,300.00	\$150.00	\$1,500.00	\$140.00	\$1,400.00	\$199.27	\$1,992.70	\$100.00	\$1,000.00	\$120.00	\$1,200.00	
62	Extra Stone Bedding	cu. yd.	10	\$0.01	\$0.10	\$30.00	\$300.00	\$30.00	\$300.00	\$24.43	\$244.30	\$30.00	\$300.00	\$30.00	\$300.00	
Base Bid Total:					\$2,525,555.55											

**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 X-25 Water Reconstruction - Calumet St

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**Be awarded to:**

Name: Calnin & Goss LLC  
Address: 505 W Edgewood DR  
Appleton, WI 54913

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**In the amount of :** \$1,138,754.30  
**With a 3 % contingency of :** \$35,000.00  
**For a project total not to exceed :** \$1,173,754.30

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

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

Budget: \$1,245,812.00  
Estimate: \$1,200,000.00  
Committee Date: 02/10/25  
Council Date: 02/19/25

# CITY OF APPLETON

## Contract Funding Form

TO: Finance Department

FROM: Mark Lahay - Dept. of Public Works

DATE: 2/10/2025

SUBJECT: Funding for Contract:

<u>X-25</u>	<u>Water Reconstruction - Calumet St</u>
Unit No.	Description
AWARD DATE: <u>2/19/2025</u>	(Council Date)
AWARD TO: <u>Calnin &amp; Goss, LLC</u>	
	<u>505 W Edgewood Dr</u>
	<u>Appleton, WIU 54913</u>

Funding for the project will be as follows:

Item No.	Account No.	Account Description	Contract Amount	Contingency	Total Contract
1.	<u>5371</u>	<u>Water</u>	<u>\$1,138,754.30</u>	<u>\$35,000.00</u>	<u>\$1,173,754.30</u>
2.					
3.					
4.					

X-25 Water Main Reconstruction - Calumet St (#9460671)  
 Owner: Appleton WI, City of  
 Solicitor: Appleton WI, City of  
 02/03/2025 01:45 PM CST

Section Title	Line Item	Item Description	UoM	Quantity	Calnin & Goss, LLC		Don Hietpas and Sons Inc.		Vinton Construction Company		Kruczek Construction Inc.		Advance Construction Inc.		DON E. PARKER EXCAVATING INC		Jossart Brothers, Inc.		Dorner Inc.		PTS Contractors, Inc		Atison Excavating LLC	
					Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
X-25 BASE BID						\$1,138,754.30		\$1,153,993.00		\$1,199,880.00		\$1,217,777.77		\$1,281,194.00		\$1,291,572.75		\$1,292,430.00		\$1,299,560.00		\$1,388,000.00		\$1,478,058.75
	1	F&I - 12" Water Main	lin. ft.	3150	\$168.11	\$529,546.50	\$184.52	\$581,238.00	\$154.70	\$487,305.00	\$171.50	\$540,225.00	\$208.00	\$655,200.00	\$192.00	\$604,800.00	\$205.00	\$645,750.00	\$192.00	\$604,800.00	\$245.00	\$771,750.00	\$230.00	\$724,500.00
	2	F&I - 8" Water Main	lin. ft.	100	\$151.71	\$15,171.00	\$210.00	\$21,000.00	\$180.20	\$18,020.00	\$230.00	\$23,000.00	\$244.00	\$24,400.00	\$258.25	\$25,825.00	\$185.00	\$18,500.00	\$224.00	\$22,400.00	\$195.00	\$19,500.00	\$241.00	\$24,100.00
	3	F&I - 6" Hydrant Lead	lin. ft.	150	\$117.70	\$17,655.00	\$90.00	\$13,500.00	\$95.40	\$14,310.00	\$150.00	\$22,500.00	\$107.00	\$16,050.00	\$163.35	\$24,502.50	\$180.00	\$27,000.00	\$209.00	\$31,350.00	\$177.00	\$26,550.00	\$120.00	\$18,000.00
	4	F&I - Hydrant	each	9	\$5,853.88	\$52,684.92	\$6,200.00	\$55,800.00	\$6,160.00	\$55,440.00	\$6,400.00	\$57,600.00	\$5,790.00	\$52,110.00	\$5,740.00	\$51,660.00	\$5,650.00	\$50,850.00	\$8,511.00	\$76,599.00	\$5,820.00	\$52,380.00	\$6,000.00	\$54,000.00
	5	F&I - 12" Gate Valve w/ Box	each	17	\$4,826.32	\$82,047.44	\$4,425.00	\$75,225.00	\$4,970.00	\$84,490.00	\$5,250.00	\$89,250.00	\$4,519.00	\$76,823.00	\$4,513.00	\$76,221.00	\$5,000.00	\$85,000.00	\$5,142.00	\$87,414.00	\$4,575.00	\$77,775.00	\$4,800.00	\$81,600.00
	6	F&I - 8" Gate Valve w/ Box	each	1	\$2,664.25	\$2,664.25	\$2,500.00	\$2,500.00	\$2,706.00	\$2,706.00	\$2,825.00	\$2,825.00	\$2,487.00	\$2,487.00	\$2,639.00	\$2,639.00	\$2,800.00	\$2,800.00	\$2,911.00	\$2,911.00	\$2,535.00	\$2,535.00	\$2,700.00	\$2,700.00
	7	F&I - 6" Gate Valve w/ Box	each	10	\$1,845.33	\$18,453.30	\$1,760.00	\$17,600.00	\$2,180.00	\$21,800.00	\$1,950.00	\$19,500.00	\$1,734.00	\$17,340.00	\$1,932.00	\$19,320.00	\$1,950.00	\$19,500.00	\$2,051.00	\$20,510.00	\$1,785.00	\$17,850.00	\$1,900.00	\$19,000.00
	8	F&I - 12" Bend	each	18	\$934.40	\$16,819.20	\$1,025.00	\$18,450.00	\$1,123.00	\$20,214.00	\$1,100.00	\$19,800.00	\$945.00	\$17,010.00	\$1,319.00	\$23,742.00	\$975.00	\$17,550.00	\$1,212.00	\$21,816.00	\$970.00	\$17,460.00	\$1,000.00	\$18,000.00
	9	F&I - 8" Bend	each	2	\$484.52	\$969.04	\$575.00	\$1,150.00	\$700.00	\$1,400.00	\$500.00	\$1,000.00	\$483.00	\$966.00	\$725.00	\$1,450.00	\$490.00	\$980.00	\$664.00	\$1,328.00	\$515.00	\$1,030.00	\$575.00	\$1,150.00
	10	F&I - 6" Bend	each	2	\$349.72	\$699.44	\$425.00	\$850.00	\$490.00	\$980.00	\$370.00	\$740.00	\$358.00	\$716.00	\$620.00	\$1,240.00	\$360.00	\$720.00	\$501.00	\$1,002.00	\$400.00	\$800.00	\$400.00	\$800.00
	11	F&I - 12"x12" Cross	each	1	\$2,197.16	\$2,197.16	\$2,300.00	\$2,300.00	\$3,100.00	\$3,100.00	\$2,400.00	\$2,400.00	\$2,203.00	\$2,203.00	\$2,248.00	\$2,248.00	\$2,300.00	\$2,300.00	\$2,694.00	\$2,694.00	\$2,165.00	\$2,165.00	\$2,500.00	\$2,500.00
	12	F&I - 12"x12" Tee	each	3	\$1,496.32	\$4,488.96	\$1,620.00	\$4,860.00	\$2,185.00	\$6,555.00	\$1,600.00	\$4,800.00	\$1,506.00	\$4,518.00	\$1,668.00	\$5,004.00	\$1,575.00	\$4,725.00	\$1,841.00	\$5,523.00	\$1,512.00	\$4,536.00	\$1,700.00	\$5,100.00
	13	F&I - 12"x8" Tee	each	1	\$1,261.84	\$1,261.84	\$1,300.00	\$1,300.00	\$1,815.00	\$1,815.00	\$1,200.00	\$1,200.00	\$1,219.00	\$1,219.00	\$1,429.00	\$1,429.00	\$1,275.00	\$1,275.00	\$1,519.00	\$1,519.00	\$1,250.00	\$1,250.00	\$1,325.00	\$1,325.00
	14	F&I - 12"x6" Tee	each	9	\$1,025.64	\$9,230.76	\$1,100.00	\$9,900.00	\$1,660.00	\$14,940.00	\$1,075.00	\$9,675.00	\$1,029.00	\$9,261.00	\$1,184.00	\$10,656.00	\$1,075.00	\$9,675.00	\$1,341.00	\$12,069.00	\$1,100.00	\$9,900.00	\$1,200.00	\$10,800.00
	15	F&I - 8"x6" Tee	each	1	\$564.69	\$564.69	\$735.00	\$735.00	\$1,237.00	\$1,237.00	\$883.67	\$883.67	\$658.00	\$658.00	\$885.00	\$885.00	\$690.00	\$690.00	\$907.00	\$907.00	\$690.00	\$690.00	\$800.00	\$800.00
	16	F&I - 12"x8" Reducer	each	1	\$638.97	\$638.97	\$725.00	\$725.00	\$1,384.00	\$1,384.00	\$659.00	\$659.00	\$658.00	\$658.00	\$850.00	\$850.00	\$650.00	\$650.00	\$902.00	\$902.00	\$680.00	\$680.00	\$725.00	\$725.00
	17	F&I - 6" Service	lin. ft.	10	\$213.90	\$2,139.00	\$420.00	\$4,200.00	\$230.00	\$2,300.00	\$200.00	\$2,000.00	\$275.00	\$2,750.00	\$336.45	\$3,364.50	\$220.00	\$2,200.00	\$198.00	\$1,980.00	\$235.00	\$2,350.00	\$160.00	\$1,600.00
	18	F&I - 2" Service	lin. ft.	20	\$144.22	\$2,884.40	\$130.00	\$2,600.00	\$139.00	\$2,780.00	\$160.00	\$3,200.00	\$138.00	\$2,760.00	\$216.20	\$4,324.00	\$200.00	\$4,000.00	\$189.00	\$3,780.00	\$187.00	\$3,740.00	\$150.00	\$3,000.00
	19	F&I - 1.5" Service	lin. ft.	100	\$84.97	\$8,497.00	\$121.00	\$12,100.00	\$152.00	\$15,200.00	\$160.00	\$16,000.00	\$132.00	\$13,200.00	\$175.45	\$17,545.00	\$198.00	\$19,800.00	\$178.00	\$17,800.00	\$172.00	\$17,200.00	\$130.00	\$13,000.00
	20	F&I - 1" Service	lin. ft.	300	\$223.14	\$66,942.00	\$117.00	\$35,100.00	\$108.00	\$32,400.00	\$160.00	\$48,000.00	\$122.00	\$36,600.00	\$175.15	\$52,545.00	\$197.00	\$59,100.00	\$179.00	\$53,700.00	\$165.00	\$49,500.00	\$125.00	\$37,500.00
	21	Service Connection	each	26	\$179.30	\$4,661.80	\$430.00	\$11,180.00	\$2,050.00	\$53,300.00	\$500.00	\$13,000.00	\$572.00	\$14,872.00	\$645.00	\$16,770.00	\$450.00	\$11,700.00	\$567.00	\$14,742.00	\$470.00	\$12,220.00	\$500.00	\$13,000.00
	22	F&I - Curb Stop	each	16	\$286.29	\$4,580.64	\$330.00	\$5,280.00	\$595.00	\$9,520.00	\$400.00	\$6,400.00	\$1,253.00	\$20,048.00	\$480.00	\$7,680.00	\$300.00	\$4,800.00	\$455.00	\$7,280.00	\$400.00	\$6,400.00	\$400.00	\$6,400.00
	23	F&I - Curb Box	each	24	\$112.66	\$2,703.84	\$460.00	\$11,040.00	\$365.00	\$8,760.00	\$450.00	\$10,800.00	\$800.00	\$19,200.00	\$335.00	\$8,040.00	\$500.00	\$12,000.00	\$244.00	\$5,856.00	\$385.00	\$9,240.00	\$550.00	\$13,200.00
	24	Cut/Cap Watermain	each	7	\$4,375.25	\$30,626.75	\$860.00	\$6,020.00	\$4,610.00	\$31,570.00	\$1,250.00	\$8,750.00	\$865.00	\$6,055.00	\$865.00	\$6,055.00	\$2,000.00	\$14,000.00	\$1,426.00	\$9,982.00	\$2,100.00	\$14,700.00	\$4,000.00	\$28,000.00
	25	F&I - Type "D-M" Inlet Protection	each	19	\$50.15	\$952.85	\$100.00	\$1,900.00	\$80.00	\$1,520.00	\$100.00	\$1,900.00	\$100.00	\$1,900.00	\$84.00	\$1,596.00	\$85.00	\$1,615.00	\$103.00	\$1,957.00	\$86.00	\$1,634.00	\$80.00	\$1,520.00
	26	F&I - Type "C" Inlet	each	1	\$3,268.18	\$3,268.18	\$3,100.00	\$3,100.00	\$3,640.00	\$3,640.00	\$3,700.00	\$3,700.00	\$60.00	\$60.00	\$4,544.00	\$4,544.00	\$85.00	\$85.00	\$4,192.00	\$4,192.00	\$3,225.00	\$3,225.00	\$3,500.00	\$3,500.00
	27	F&I - 12" Inlet Lead	lin. ft.	20	\$127.39	\$2,547.80	\$85.00	\$1,700.00	\$88.00	\$1,760.00	\$140.00	\$2,800.00	\$143.00	\$2,860.00	\$189.60	\$3,792.00	\$75.00	\$1,500.00	\$166.00	\$3,320.00	\$250.00	\$5,000.00	\$100.00	\$2,000.00
	28	R&R - 7" Concrete Ped. Ramp	sq. yd.	25	\$85.51	\$2,137.75	\$79.00	\$1,975.00	\$130.00	\$3,250.00	\$90.00	\$2,250.00	\$84.00	\$2,100.00	\$87.45	\$2,186.25	\$83.00	\$2,075.00	\$83.40	\$2,085.00	\$87.00	\$2,175.00	\$85.75	\$2,143.75
	29	F&I - Truncated Dome	sq. ft.	100	\$37.88	\$3,788.00	\$35.00	\$3,500.00	\$35.00	\$3,500.00	\$35.00	\$3,500.00	\$35.00	\$3,500.00	\$36.75	\$3,675.00	\$37.00	\$3,700.00	\$37.00	\$3,700.00	\$37.00	\$3,700.00	\$34.00	\$3,400.00
	30	R&R - 4" Concrete Sidewalk	sq. yd.	30	\$85.51	\$2,565.30	\$79.00	\$2,370.00	\$117.00	\$3,510.00	\$90.00	\$2,700.00	\$84.00	\$2,520.00	\$87.45	\$2,623.50	\$83.00	\$2,490.00	\$88.80	\$2,664.00	\$84.00	\$2,520.00	\$76.50	\$2,295.00
	31	R&R - 8" Concrete Pavement	sq. yd.	2500	\$75.71	\$189,275.00	\$69.95	\$174,875.00	\$86.18	\$215,450.00	\$81.50	\$203,750.00	\$70.00	\$175,000.00	\$85.45	\$213,625.00	\$74.00	\$185,000.00	\$79.30	\$198,250.00	\$77.00	\$192,500.00	\$80.00	\$200,000.00
	32	R&R - 8" 3-Day H.E. Concrete Pavement	sq. yd.	300	\$77.93	\$23,379.00	\$72.00	\$21,600.00	\$96.18	\$29,854.00	\$83.50	\$25,050.00	\$72.00	\$21,600.00	\$87.60	\$26,280.00	\$76.00	\$22,800.00	\$81.40	\$24,420.00	\$79.00	\$23,700.00	\$82.00	\$24,600.00
	33	R&R - 5" Concrete Apron	sq. yd.	30	\$92.00	\$2,760.00	\$85.00	\$2,550.00	\$81.00	\$2,430.00	\$97.00	\$2,910.00	\$80.00	\$2,400.00	\$93.75	\$2,812.50	\$90.00	\$2,700.00	\$95.10	\$2,853.00	\$90.00	\$2,700.00	\$80.00	\$2,400.00
	34	R&R - 30" Concrete Curb & Gutter	lin. ft.	300	\$35.20	\$10,560.00	\$31.00	\$9,300.00	\$43.50	\$13,050.00	\$66.00	\$19,800.00	\$61.00	\$18,300.00	\$59.55	\$17,865.00	\$54.00	\$16,200.00	\$59.30	\$17,790.00	\$54.00	\$16,200.00	\$70.00	\$21,000.00
	35	F&I - Dowel Basket	lin. ft.	400	\$7.85	\$3,140.00	\$7.25	\$2,900.00	\$10.00	\$4,000.00	\$7.25	\$2,900.00	\$7.25	\$2,900.00	\$7.60	\$3,040.00	\$8.00	\$3,200.00	\$7.70	\$3,080.00	\$7.70	\$3,080.00	\$20.00	\$8,000.00
	36	Temp. Traffic Control	l.s.	1	\$8,117.72	\$8,117.72	\$25,850.00	\$25,850.00	\$26,000.00	\$26,000.00	\$41,010.00	\$41,010.00	\$49,350.00	\$49,350.00	\$38,388.50	\$38,388.50	\$35,000.00	\$35,000.00	\$24,755.00	\$24,755.00	\$7,765.00	\$7,765.00	\$125,000.00	\$125,000.00
	37	Flowable Fill	cu. yd.	10	\$180.57	\$1,805.70	\$152.00	\$1,520.00	\$95.00	\$950.00</														

**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 A-25 Concrete Paving

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**Be awarded to:**

Name: Vinton Construction Co  
Address: 1322 33rd Street  
Two Rivers, WI 54241

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**In the amount of :** \$4,187,819.61  
**With a 1.5 % contingency of :** \$65,000.00  
**For a project total not to exceed :** \$4,252,819.61

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

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

Budget: \$4,685,317.00  
Estimate: \$4,500,000.00  
Committee Date: 02/10/25  
Council Date: 02/19/25





A-25 Concrete Pavement (#9485052)  
 Owner: Appleton WI, City of  
 Solicitor: Appleton WI, City of  
 02/03/2025 01:45 PM CST

Section Title	Line Item	Item Description	UoM	Quantity	Vinton Construction Company		Zignego		Michels Road & Stone, Inc.		LaLonde Contractors, Inc.	
					Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
A-25 BASE BID						\$4,187,819.61		\$4,539,938.02		\$4,752,497.03		\$5,137,286.46
	1	F&I 7" PLAIN CONC PVMT	SY	39760	\$44.10	\$1,753,416.00	\$50.33	\$2,001,120.80	\$48.94	\$1,945,854.40	\$53.56	\$2,129,545.60
	2	F&I 8" 3-DAY HIGH EARLY CONC PVMT	SY	50	\$59.25	\$2,962.50	\$80.00	\$4,000.00	\$115.29	\$5,764.50	\$77.53	\$3,876.50
	3	F&I 8" DOWLED CONC PVMT	SY	5160	\$54.94	\$283,490.40	\$60.37	\$311,509.20	\$59.34	\$306,194.40	\$64.98	\$335,296.80
	4	F&I 12" CONC APPROACH SLAB	SY	278	\$245.00	\$68,110.00	\$240.00	\$66,720.00	\$203.47	\$56,564.66	\$184.39	\$51,260.42
	5	F&I 3" ASPHALT PAVEMENT	SY	80	\$90.00	\$7,200.00	\$34.00	\$2,720.00	\$112.50	\$9,000.00	\$35.80	\$2,864.00
	6	F&I 12" STONE BASE	SY	5765	\$10.90	\$62,838.50	\$11.30	\$65,144.50	\$10.00	\$57,650.00	\$12.00	\$69,180.00
	7	EXCAVATION	CY	3735	\$20.55	\$76,754.25	\$17.20	\$64,242.00	\$19.30	\$72,085.50	\$18.25	\$68,163.75
	8	F&I GEOGRID	SY	5470	\$1.68	\$9,189.60	\$1.65	\$9,025.50	\$1.80	\$9,846.00	\$1.75	\$9,572.50
	9	FINE GRADING	SY	42134	\$2.20	\$92,694.80	\$1.00	\$42,134.00	\$3.70	\$155,895.80	\$0.92	\$38,763.28
	10	EXCAVATE AND HAUL CONTAM. SOIL	TON	25	\$0.01	\$0.25	\$73.65	\$1,841.25	\$65.00	\$1,625.00	\$78.00	\$1,950.00
	11	F&I EXTRA STONE BASE	TON	50	\$17.90	\$895.00	\$24.50	\$1,225.00	\$20.00	\$1,000.00	\$26.00	\$1,300.00
	12	F&I 30" CONC CURB & GUTTER	LF	45	\$47.50	\$2,137.50	\$65.00	\$2,925.00	\$47.50	\$2,137.50	\$46.67	\$2,100.15
	13	F&I 24" CONC CURB & GUTTER	LF	170	\$46.00	\$7,820.00	\$63.00	\$10,710.00	\$46.00	\$7,820.00	\$44.72	\$7,602.40
	14	F&I 18" CONC CURB & GUTTER	LF	165	\$44.50	\$7,342.50	\$62.00	\$10,230.00	\$44.50	\$7,342.50	\$42.76	\$7,055.40
	15	F&I 7" CONC DRIVEWAY APRON	SF	375	\$7.20	\$2,700.00	\$8.60	\$3,225.00	\$7.50	\$2,812.50	\$10.22	\$3,832.50
	16	F&I 5" CONC DRIVEWAY APRON	SF	47745	\$7.40	\$353,313.00	\$7.28	\$347,583.60	\$6.90	\$329,440.50	\$8.46	\$403,922.70
	17	F&I 7" CONC SIDEWALK	SF	60	\$7.20	\$432.00	\$11.00	\$660.00	\$7.85	\$471.00	\$12.57	\$754.20
	18	F&I 5" CONC SIDEWALK	SF	54875	\$7.52	\$412,660.00	\$7.75	\$425,281.25	\$7.10	\$389,612.50	\$9.00	\$493,875.00
	19	F&I 4" CONC SIDEWALK	SF	45375	\$7.25	\$328,968.75	\$7.25	\$328,968.75	\$6.75	\$306,281.25	\$7.83	\$355,286.25
	20	F&I 7" CONC HANDICAP RAMP	SF	5390	\$8.20	\$44,198.00	\$9.15	\$49,318.50	\$7.80	\$42,042.00	\$9.92	\$53,468.80
	21	F&I TRUNCATED DOME	SF	846	\$36.00	\$30,456.00	\$36.00	\$30,456.00	\$36.00	\$30,456.00	\$43.72	\$36,987.12
	22	F&I 7" PRIVATE CONC DRIVEWAY	SF	25	\$7.45	\$186.25	\$11.00	\$275.00	\$8.25	\$206.25	\$12.12	\$303.00
	23	F&I 5" PRIVATE CONC DRIVEWAY	SF	1300	\$6.80	\$8,840.00	\$7.50	\$9,750.00	\$7.10	\$9,230.00	\$8.50	\$11,050.00
	24	F&I 3" PRIVATE ASPHALT DRIVEWAY	SF	450	\$10.00	\$4,500.00	\$18.65	\$8,392.50	\$17.55	\$7,897.50	\$20.00	\$9,000.00
	25	CONCRETE PAVEMENT REMOVAL	SY	6537	\$6.25	\$40,856.25	\$3.80	\$24,840.60	\$6.60	\$43,144.20	\$4.00	\$26,148.00
	26	ASPHALT PAVEMENT REMOVAL	SY	42117	\$2.60	\$109,504.20	\$3.27	\$137,722.59	\$2.50	\$105,292.50	\$3.40	\$143,197.80
	27	ASP/CONC DRIVEWAY APRON REMOVAL	SF	44029	\$0.75	\$33,021.75	\$0.37	\$16,290.73	\$1.70	\$74,849.30	\$0.40	\$17,611.60
	28	ASP/CONC SIDEWALK REMOVAL	SF	6805	\$1.00	\$6,805.00	\$0.20	\$1,361.00	\$1.60	\$10,888.00	\$0.20	\$1,361.00
	29	PRIVATE CONC DRIVE REMOVAL	SF	1125	\$1.00	\$1,125.00	\$0.70	\$787.50	\$1.60	\$1,800.00	\$0.70	\$787.50
	30	PRIVATE ASP DRIVE REMOVAL	SF	400	\$1.00	\$400.00	\$0.60	\$240.00	\$1.00	\$400.00	\$0.60	\$240.00
	31	FULL DEPTH SAWCUT	LF	1204	\$3.00	\$3,612.00	\$2.00	\$2,408.00	\$2.25	\$2,709.00	\$2.75	\$3,311.00
	32	DRILL TIE BARS	EA	243	\$9.00	\$2,187.00	\$20.00	\$4,860.00	\$10.62	\$2,580.66	\$11.25	\$2,733.75
	33	DRILL DOWEL BARS	EA	132	\$16.50	\$2,178.00	\$20.00	\$2,640.00	\$17.98	\$2,373.36	\$15.25	\$2,013.00
	34	F&I TERRACE RESTORATION	SY	31225	\$4.00	\$124,900.00	\$4.25	\$132,706.25	\$7.00	\$218,575.00	\$4.25	\$132,706.25
	35	F&I SEED, FERTILIZER & TYPE A EROSION M	NSY	31225	\$1.92	\$59,952.00	\$2.50	\$78,062.50	\$2.25	\$70,256.25	\$2.50	\$78,062.50
	36	F&I TYPE D INLET PROTECTION	EA	103	\$92.02	\$9,478.06	\$75.00	\$7,725.00	\$140.00	\$14,420.00	\$75.00	\$7,725.00
	37	ADJ STO MH CASTING	EA	67	\$150.00	\$10,050.00	\$100.00	\$6,700.00	\$425.00	\$28,475.00	\$338.37	\$22,670.79
	38	ADJ SAN MH CASTING	EA	59	\$150.00	\$8,850.00	\$100.00	\$5,900.00	\$425.00	\$25,075.00	\$342.69	\$20,218.71
	39	ADJ INLET CASTING	EA	22	\$150.00	\$3,300.00	\$100.00	\$2,200.00	\$425.00	\$9,350.00	\$341.50	\$7,513.00
	40	REMOVE INLET/MH & MAIN/LEAD	EA	35	\$313.00	\$10,955.00	\$500.00	\$17,500.00	\$650.00	\$22,750.00	\$900.00	\$31,500.00
	41	ABANDON INLET/LEAD	EA	9	\$313.00	\$2,817.00	\$500.00	\$4,500.00	\$550.00	\$4,950.00	\$350.00	\$3,150.00
	42	F&I 48" STORM MH	VF	12	\$1,023.25	\$12,279.00	\$1,000.00	\$12,000.00	\$630.00	\$7,560.00	\$800.00	\$9,600.00
	43	F&I SANITARY MH CASTING ONLY	EA	6	\$494.00	\$2,964.00	\$900.00	\$5,400.00	\$600.00	\$3,600.00	\$774.00	\$4,644.00
	44	F&I STORM MH CASTING ONLY	EA	6	\$474.00	\$2,844.00	\$900.00	\$5,400.00	\$575.00	\$3,450.00	\$753.00	\$4,518.00
	45	F&I "E" INLET CASTING ONLY	EA	24	\$728.00	\$17,472.00	\$900.00	\$21,600.00	\$858.00	\$20,592.00	\$1,022.00	\$24,528.00
	46	F&I "C" INLET CASTING ONLY	EA	5	\$0.01	\$0.05	\$900.00	\$4,500.00	\$873.00	\$4,365.00	\$1,039.00	\$5,195.00
	47	F&I "C" INLET W/CASTING	EA	22	\$1,000.00	\$22,000.00	\$2,500.00	\$55,000.00	\$4,950.00	\$108,900.00	\$4,695.00	\$103,290.00
	48	F&I "E" INLET W/CASTING	EA	14	\$1,000.00	\$14,000.00	\$2,500.00	\$35,000.00	\$4,940.00	\$69,160.00	\$4,578.00	\$64,092.00
	49	F&I 12" STORM INLET MAIN/LEAD	LF	167	\$116.00	\$19,372.00	\$155.00	\$25,885.00	\$170.00	\$28,390.00	\$117.00	\$19,539.00
	50	F&I 6" STORM LATERAL	LF	30	\$20.00	\$600.00	\$100.00	\$3,000.00	\$90.00	\$2,700.00	\$73.00	\$2,190.00
	51	STORM LATERAL HOOK-UP	EA	2	\$50.00	\$100.00	\$500.00	\$1,000.00	\$375.00	\$750.00	\$679.00	\$1,358.00
	52	F&I 6" MINI SEWER	LF	30	\$25.00	\$750.00	\$100.00	\$3,000.00	\$70.00	\$2,100.00	\$62.00	\$1,860.00
	53	F&I SAN MH SEAL -(0"-12")	EA	22	\$600.00	\$13,200.00	\$600.00	\$13,200.00	\$500.00	\$11,000.00	\$623.00	\$13,706.00
	54	F&I SAN MH SEAL -(12"-18")	EA	21	\$722.00	\$15,162.00	\$650.00	\$13,650.00	\$750.00	\$15,750.00	\$673.00	\$14,133.00
	55	F&I SAN MH SEAL -(18"+)	EA	17	\$25.00	\$425.00	\$700.00	\$11,900.00	\$875.00	\$14,875.00	\$846.00	\$14,382.00
	56	PAVEMENT MARKING (EPOXY) (4")	LF	2080	\$4.00	\$8,320.00	\$4.00	\$8,320.00	\$4.00	\$8,320.00	\$4.00	\$8,320.00
	57	PAVEMENT MARKING (EPOXY) (12")	LF	175	\$11.00	\$1,925.00	\$11.00	\$1,925.00	\$11.00	\$1,925.00	\$11.00	\$1,925.00
	58	PAVEMENT MARKING (INLAID EPOXY) (18")	LF	100	\$28.00	\$2,800.00	\$28.00	\$2,800.00	\$28.00	\$2,800.00	\$28.00	\$2,800.00
	59	PAVEMENT MARKING (EPOXY) (ISLAND NC	EA	4	\$340.00	\$1,360.00	\$340.00	\$1,360.00	\$340.00	\$1,360.00	\$340.00	\$1,360.00
	60	PAVEMENT MARKINGS (EPOXY) (RAILROAD	EA	1	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00
	61	F&I TEMPORARY MAILBOX	EA	163	\$50.00	\$8,150.00	\$65.00	\$10,595.00	\$64.00	\$10,432.00	\$65.00	\$10,595.00
	62	NOTIFY PROPERTY OWNERS	LS	1	\$1,000.00	\$1,000.00	\$1.00	\$1.00	\$2,500.00	\$2,500.00	\$2,489.00	\$2,489.00
	63	F&I TRAFFIC CONTROL	LS	1	\$33,000.00	\$33,000.00	\$54,000.00	\$54,000.00	\$8,600.00	\$8,600.00	\$214,302.19	\$214,302.19
	64	RAILROAD INSURANCE, PERMITTING & CC	LS	1	\$17,500.00	\$17,500.00	\$5,000.00	\$5,000.00	\$26,750.00	\$26,750.00	\$13,000.00	\$13,000.00
Base Bid Total:						\$4,187,819.61		\$4,539,938.02		\$4,752,497.03		\$5,137,286.46



# CITY OF APPLETON

## MEMORANDUM

**Date:** February 12, 2025  
**To:** Finance Committee  
**From:** Kara Homan, AICP, Community Development Director  
**Subject:** Budget Amendment request to add \$100,000 to Community Development Budget – New & Redevelopment Projects, re: Thrivent Cost Reimbursement Agreement

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On Wednesday of this week, the Community Development Committee will be considering a cost reimbursement agreement with Thrivent Financial for Lutherans to allow for the city to hire consultants related to the future development of the Thrivent Campus. Thrivent would deposit \$100,000 with the city of Appleton by which the City can pay expenses related to our consultants hired to advise the City. A corresponding budget request is needed to increase the City budget by \$100,000 to accept and expend these funds (and subsequently enter into contracts), as follows:

### **CD - New & Redevelopment Projects**

Miscellaneous Revenue	+ \$100,000
Consulting Services	+ \$100,000

Full details of the current status of the Thrivent development project, in terms of progress to date and the City's steps, can be found in a corresponding action items #25-0064 and #25-0046 included in the Community Development Committee agenda for 2/12/2025.

## RECOMMENDATION

Staff recommends approval of the above budget amendment request.



# CITY OF APPLETON

## MEMORANDUM

**Date:** February 12, 2025  
**To:** Community Development Committee  
**From:** Lily Paul, Economic Development Specialist  
**Subject:** Extension of Terms to the TIF #11 Development Agreement Between Oshkosh Investment, LLC and the City of Appleton

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## GENERAL INFORMATION

**Applicant:** David Baehr

**Owner:** Lofgren Properties 6, LLC and Oshkosh Investment LLC (Developer)

**Address/Parcel Number:** 200 W. College Avenue (Parcel Id #31-2-0263-00)

**Request:** Applicant is requesting to extend the Development Agreement Terms: Extending the minimum assessed value date from January 1, 2025 to January 1, 2026.

**Community Development Committee Meeting Date:** February 12, 2025

**Common Council Meeting Date:** February 19, 2025

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## PROJECT DETAILS

**Project Summary:** The property was purchased in 2022 by the current owner, and a development agreement was approved on January 18, 2023 for the creation of one floor lower-level entertainment area, one floor of commercial/retail space, and two floors consisting of approximately twenty-four (24) market rate living units. Since acquisition, Developer has secured a lease with Chase Bank for a portion of the first floor and recently secured a tenant for the remainder of the first floor. It is a brew pub. Construction continues on the upper floor residential units.

The development agreement calls for completion of the project by December 31, 2024 and a minimum assessed value of \$6,000,000 on January 1, 2025. Please find a letter attached from the applicant requesting that the extension to the minimum assessed value date (January 1, 2025) be extended one (1) year to January 1, 2026. The letter explains previous delays in construction and the ongoing progress being made on the upper floor residential units and first-floor commercial tenant space.

Additionally, the City and Developer have agreed to the dedication of part of parcel #31-2-0263-00. As shown on the attached map, a small portion of this property functions like an alley but is not currently dedicated as public right-of-way. It would be in the public's best interest that this portion of the alley be dedicated to the public for continuity and traffic reasons. Action on the public dedication will appear at future Plan Commission and Common Council meetings, once the appropriate survey documents have been prepared.

## **RECOMMENDATION**

An extension of the completion date and minimum assessed value date to January 1, 2026, under the Development Agreement between the City of Appleton and Oshkosh Investment, LLC for Tax Id #31-2-0263-00 **BE APPROVED** contingent on the dedication of a portion of parcel #31-2-0263-00 to the public.

January 6<sup>th</sup>, 2025

Lily Paul  
Economic Development Specialist  
City of Appleton, Community Development Dept.  
100 N. Appleton Street  
Appleton, WI 54911

Re: 200 W College Ave, Appleton, WI

Ms. Paul,

Thank you for your assistance with our project at 200 W College Ave.

I am respectfully requesting an extension on the start date of the Development Agreement from January 1<sup>st</sup>, 2025, to January 1<sup>st</sup>, 2026.

Completion of the apartments is scheduled for June. We hoped to be completed already but have run into some delays with gaining access to the Chase Bank space for the necessary sprinkler, electric and plumbing work. In addition, our electrical switch gear has been delayed. We knew this would be a hurdle and ordered the gear approximately 12 months ago. The latest update is that we should receive this in March.

On the positive side, we are ready for MEP inspection on the entire 2nd floor, except for the work that is requiring access to the Chase Bank space. This work is anticipated to occur the week of January 13<sup>th</sup>. Pending MEP Inspection approval, the drywall crews plan to start on January 20th and take approximately 3 weeks to complete.

On the third floor, the new stairwells are installed connecting the 3<sup>rd</sup> and 4<sup>th</sup> floors for the Penthouse units and framing is nearly completed. The subcontractors are planning to be ready for MEP inspection on February 17th, drywall will take a similar amount of time following inspection approval.

Finally, we have secured a main level tenant! The business name will be Vault 202 Brewery and Taphouse. They will occupy the remaining space on the main level and 3,000 sq. ft on the vault level. They plan to use the vault as a tasting room and open mid-2025.

Sincerely,

David Baehr  
Managing Member  
Oshkosh Investment LLC

Mobile: 608-213-6686  
Office: 608-834-2613  
Fax: 608-834-2620

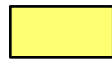
202 W Main Street  
Sun Prairie, WI 53590



# 200 W College Ave (Chase Bank) Development Agreement



2-0263



to be dedicated to the public

W WASHINGTON ST

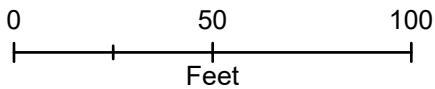
W JOHNSTON ST

N APPLETON ST

W CITY CENTER ST

2-0263

W COLLEGE AV

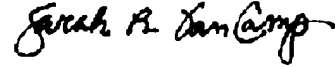


**TAX INCREMENT DISTRICT NO. 11  
DEVELOPMENT AGREEMENT**

APPLETON PLAT 2WD E12 FT OF S150.17FT OF LOT 7 &  
LOT 8 LESS N16FT OF W36FT BLK 26 200-0 4 W  
COLLEGE AV, CITY OF APPLETON, OUTAGAMIE  
COUNTY, WISCONSIN

200 WEST COLLEGE AVENUE

Document #: **2287676**  
Date: **02-10-2023** Time: **10:06 AM**  
Pages: **16** Fee: **\$30.00**  
County: **OUTAGAMIE COUNTY** State: **WI**



**SARAH R VAN CAMP, REGISTER OF DEEDS**  
Return via **MAIL (REGULAR)**  
**APPLETON, CITY OF**

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

Tax Key No. 31-2-0263-00



## TAX INCREMENT DISTRICT NO. 11 DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the "Agreement") is dated as of the 10 day of February, 2023, by and among Oshkosh Investment LLC, a Wisconsin limited liability company and Lofgren Properties 6 LLC, a Wisconsin limited liability company ("Developer") and the City of Appleton, a Wisconsin municipal corporation (the "City").

### RECITALS

Developer and the City acknowledge the following:

A. Developer owns the real property located 200 West College Avenue, (Parcel 31-2-0263-00) Appleton, WI more particularly described in Exhibit A, attached hereto (hereafter the "Property").

B. The Property is located within the City in Tax Increment District #11 (the "District") which was created in 2017 pursuant to Section 66.1105, Wis. Stats. along with a plan for the redevelopment of the District (the "District Plan") that provides for, among other things, the financial assistance set forth in this Agreement.

C. Subject to obtaining the financial assistance set forth herein, Developer has proposed improvements to the Property to create an approximately one floor lower level entertainment area, one floor of commercial/retail space and two floors consisting of approximately twenty-four (24) market rate living units offering efficiency, one, and two bedrooms with approximate square footage ranging from 448 to 1,791 per unit (the "Project"). All references to the Project include the Property.

D. The City has determined that the Project will spur economic development, expand the City's tax base and create new jobs; that such financial assistance is a Project Cost under the Tax Incremental Law; that the amount of financial assistance provided pursuant to this Agreement is the amount necessary to induce development of the Project; and, that the Project will not proceed without the financial assistance set forth in this Agreement.

E. Subject to obtaining financial assistance as set forth herein, Developer intends to undertake a redevelopment of the property that will increase the value of the Property and provide other tangible benefits to the surrounding neighborhoods and to the City as a whole, consistent with the District Plan. The City finds that this redevelopment of the Property and the fulfillment, generally, of the terms and conditions of this Agreement are in the vital and best interests of the City and its residents and serves a public purpose in accordance with state and local law.

F. The City, pursuant to Common Council Action dated January 18, 2023 has approved this Agreement and authorized the execution of this Agreement by the proper City officers on the City's behalf.

G. The Developer has approved this Agreement and authorized the appropriate officers to execute this Agreement on the Developer's behalf.

H. The base value of the Property for purposes of this Agreement, including calculating increment generated by the Project, is Two Million One Hundred Five Thousand Seven Hundred Dollars (\$2,105,700). The Developer estimates the project will create up to an additional Four Million, Forty-four Thousand Three Hundred Dollars (\$4,044,300) in incremental value.

I. All terms that are capitalized but not defined in this Agreement and that are defined under the Tax Increment Law shall have the definitions assigned to such terms by the Tax Increment Law.

## **AGREEMENT**

NOW, THEREFORE, in consideration of the Recitals and the promises and undertakings set forth herein, the parties mutually agree and covenant as follows:

### **ARTICLE I UNDERTAKINGS OF THE DEVELOPER**

1.1 Developer's Project shall include improvements to, and development of, the Property as set forth in Exhibit B that will result in an increase in the Property's assessed value. All aspects of the Project shall be in accordance with all applicable City zoning and building codes, ordinances and regulations.

1.2 Project Costs shall include, without limitation, costs incurred after approval of this agreement for the construction of improvements (including infrastructure improvements), environmental remediation costs, demolition, interior remodeling and development of the project.

1.3 Developer warrants and represents to the City that but for the assistance provided by the City under Article II, herein, Developer would not be able to proceed with the Project.

1.4 Developer and City acknowledge that several of the specific undertakings of the parties may require approvals from directors, boards or the City Council as applicable. The parties' agreements are conditioned upon the obtaining of all such approvals in the manner required by law. The parties cannot assure that all such approvals will be obtained; however, they agree to use their best good faith efforts to obtain them on a timely basis.

### **ARTICLE II UNDERTAKINGS OF THE CITY**

2.1 The City shall appropriate sufficient funds for the performance of the City's obligations under this Agreement.

2.2 City shall cooperate with Developer throughout the Project and shall promptly review and/or process all submissions and applications in accordance with applicable City ordinances.

2.3 Subject to all of the terms, covenants and conditions of this Agreement and applicable provisions of law, and as an inducement by the City to Developer to carry out the Project, upon completion of the Project (which shall be defined as issuance of occupancy permits for all floors of the Project (hereafter "completion")) the City will provide payments to Developer solely from the future Tax Increments (derived from both real and personal property) to assist with

Developer's Project Costs. The City's total payment of Tax Increment Revenue to the Developer shall not exceed the lesser of i) \$745,185 or ii) 18.43% of the Tax Increment Value as of January 1, 2025, plus interest thereon (the "Contribution").

The Contribution will be paid to Developer as follows:

2.3.1 As the sole source for payment of the Contribution, the City agrees to pay the Developer an amount equal to ninety percent (90%) of the Tax Increment Revenue attributable to, and actually received from, the Property during the calendar year.

2.3.2 Payments under this Agreement shall be due in annual installments on August 15 of the calendar year following the first tax year after completion of the Project and continuing on each August 15 thereafter for a period of time described in Sec. 4.2

2.3.3 Interest on the Contribution shall begin to accrue upon completion of the Project. The interest rate on the Contribution shall be lesser of 1) the interest rate paid by the Developer to the primary lender for the Project, as evidenced by the note indicating the loan amount; or, 2) six percent (6%).

2.3.4 The Contribution shall be a special and limited obligation of the City and not a general obligation. Payments shall first apply to accrued interest and then to the principal balance of the Contribution. Unpaid interest in any year shall be added to the principal balance of the Contribution and accrue interest. The City may prepay the Contribution, in its sole discretion, at any time, with no prepayment penalty.

2.4 This Agreement fully evidences the City's obligation to pay the Contribution. No separate instrument will be prepared to evidence the City's obligation to pay the Contribution. The Contribution shall not be included in the computation of the City's statutory debt limitation because the Contribution is limited and conditional and no taxes will be levied or pledged for its payment. Nothing in this Agreement shall be deemed to change the nature of the City's obligation from a limited and conditional obligation to a general obligation.

2.5 The City covenants to Developer that until the Contribution plus interest thereon has been paid in full, the City shall not close the District prior to its statutory expiration date.

2.6 The City shall, upon Developer's request, provide to Developer an accounting of the status of the District including, but not limited to, the outstanding principal balance of the Contribution and annual Tax Increments received from the District.

2.7 Developer hereby acknowledges that, as a result of the special and limited nature of the City's obligation to pay the Contribution, Developer's recovery of the full amount of the Contribution depends on factors including, but not limited to, future mill rates, changes in the assessed value of the Property, the failure of the Property to generate the Tax Increments at the rate expected by Developer, reduction in Tax Increments caused by revenue-sharing, changes in the Tax Increment Law, and other factors beyond the City's and/or Developer's control.

**ARTICLE III  
PAYMENT OF TAXES**

3.1 As long as the District is in existence, the Property and all buildings and improvements thereon shall be owned and taxable for real estate tax and special assessment purposes. The City may waive any or all of the restrictions upon execution of a payment in lieu of taxes (PILOT) agreement on a form acceptable to the City.

3.2 Throughout the duration of this agreement, all ad valorem property taxes properly assessed against the Property will be paid timely and in full.

3.3 In the event that any property owned by Developer within the District becomes exempt from ad valorem property taxes during the life of the District, then for the remaining life of the District, the Developer will make (or cause to be made) annual payments in lieu of taxes in amounts equal to what the ad valorem property taxes would have been for such other property had it not been exempt. If the Developer conveys the Property within the District to any party (related or unrelated), the terms of such sale shall impose as a covenant upon all successor owners of the property the foregoing obligation for payments in lieu of taxes during the life of the District. The City shall be a beneficiary of such covenant and entitled to enforce same against the successor owners.

**ARTICLE IV  
CONDITIONS TO PAYMENT; TERMINATION OF AGREEMENT**

4.1 The City shall have no obligation to pay any portion of the Contribution to Developer unless and until all of the following conditions shall have been met:

4.1.1 The Project's completion on or before December 31, 2024 subject to reasonable extensions, not to exceed six (6) months each, for Force Majeure which shall include, but not be limited to, any delays caused by pandemic or other acts beyond the reasonable control of the Developer. Such extensions shall be by mutual written agreement and, in considering any requested extension, the City and Developer agree that each will act in good faith, cooperate in expeditious and timely approvals, and said extensions shall not be unreasonably withheld, conditioned or delayed by City.

4.1.2 The Property's assessed value is no less than Six Million Dollars (\$6,000,000) on or after January 1, 2025.

4.2 This Agreement, and the City's obligation to make, or continue, any payments of the Contribution, shall terminate when any of the following shall have occurred:

4.2.1 The conditions in Section 4.1 are not met.

4.2.2 The Contribution is paid in full or August 15, 2039, whichever occurs first.

**ARTICLE V  
CONFLICT OF INTEREST**

5.1 No member, officer or employee of the City, during his/her tenure or for one year thereafter, will have or shall have had any interest, direct or indirect, in this Agreement or any proceeds thereof.

ARTICLE VI  
WRITTEN NOTICES

6.1 Any written notice required under this Agreement shall be sent to the following individuals:

FOR THE CITY:

City of Appleton  
Community and Economic Development Department  
100 North Appleton Street  
Appleton, WI 54911-4799  
Attention: Director

With a copy to:

City of Appleton  
City Attorney's Office  
100 North Appleton Street  
Appleton, WI 54911-4799  
Attn: City Attorney

FOR DEVELOPER:

Oshkosh Investment LLC and  
Lofgren Properties 6 LLC  
202 West Main Street  
Sun Prairie, WI 53590

ARTICLE VII  
ASSIGNMENT

7.1 No party to this Agreement may assign any of its interest or obligations hereunder without first obtaining the written consent of the other party.

ARTICLE VIII  
NO PARTNERSHIP OR VENTURE

8.1 Developer and its contractors or subcontractors shall be solely responsible for the completion of the Project. Nothing contained in this Agreement shall create or effect any partnership, venture or relationship between the City and Developer or any contractor or subcontractor employed by Developer in the construction of the Project.

ARTICLE IX  
MISCELLANEOUS

9.1 Under no circumstances shall any officer, official, director, member, manager, commissioner, agent, or employee of City or Developer have any personal liability arising out of this Agreement, and no party shall seek or claim any such personal liability.

9.2 The laws of the State of Wisconsin shall govern this Agreement.

9.3 This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument.

9.4 No modification, alteration, or amendment of this Agreement shall be binding upon any party until such modification, alteration, or amendment is reduced to writing and executed by all parties to this Agreement.

9.5 Any captions or headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any of the provisions of this Agreement.

9.6 If any provisions of this Agreement shall be held or deemed to be inoperative or unenforceable as applied in any particular case in any jurisdiction because it conflicts with any other provision or provisions of this Agreement or any constitution or statute or rule of public policy, or for any other reason, then such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. To the maximum extent possible, this Agreement shall be construed in a manner consistent with the powers of the City, including but not limited to, the City's powers under the Blight Elimination and Slum Clearance Law and the Tax Increment Law, to achieve its intended purpose. Reference is made to Section 66.1333(17) of the Wisconsin Statutes and Chapter 105, Laws of 1975 § 4, which provide that the Blight Elimination and Slum Clearance Law and the Tax Increment Law should be construed liberally to effectuate their purposes.

[Signatures on following pages]



DEVELOPER:

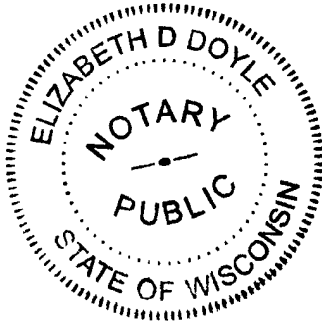
Oshkosh Investment LLC

By: *David Baehr*  
 Printed Name: David Baehr  
 Title: Managing member

By: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

STATE OF Wisconsin )  
 : ss.  
Dane COUNTY )

Personally came, before me this 30 day of January, 2023,  
David Baehr and \_\_\_\_\_ each a member of the LLC, to  
 me known to be the persons who executed the foregoing instrument and acknowledged the same  
 in the capacity and for the purposes therein intended.



*Elizabeth D Doyle*  
 Printed Name: Elizabeth D Doyle  
 Notary Public, State of Wisconsin  
 My commission is/expires: 10-23-25



DEVELOPER:

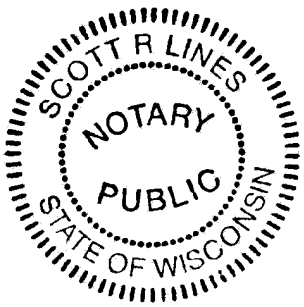
Lofgren Properties 6 LLC

By: Rich Lofgren  
Printed Name: Rich Lofgren  
Title: owner

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF WISCONSIN  
: ss.  
Dane COUNTY)

Personally came, before me this 24 day of Jan, <sup>2023</sup> ~~2021~~,  
Rich Lofgren and \_\_\_\_\_ each a member of the LLC, to  
me known to be the persons who executed the foregoing instrument and acknowledged the same  
in the capacity and for the purposes therein intended.



Scott R. Lines  
Printed Name: Scott R. Lines  
Notary Public, State of WISCONSIN  
My commission is/expires: 3-4-23

## SCHEDULE OF EXHIBITS

- A. Legal Description of Property
- B. Proposed Improvements

**EXHIBIT A**

**LEGAL DESCRIPTION OF THE PROPERTY**

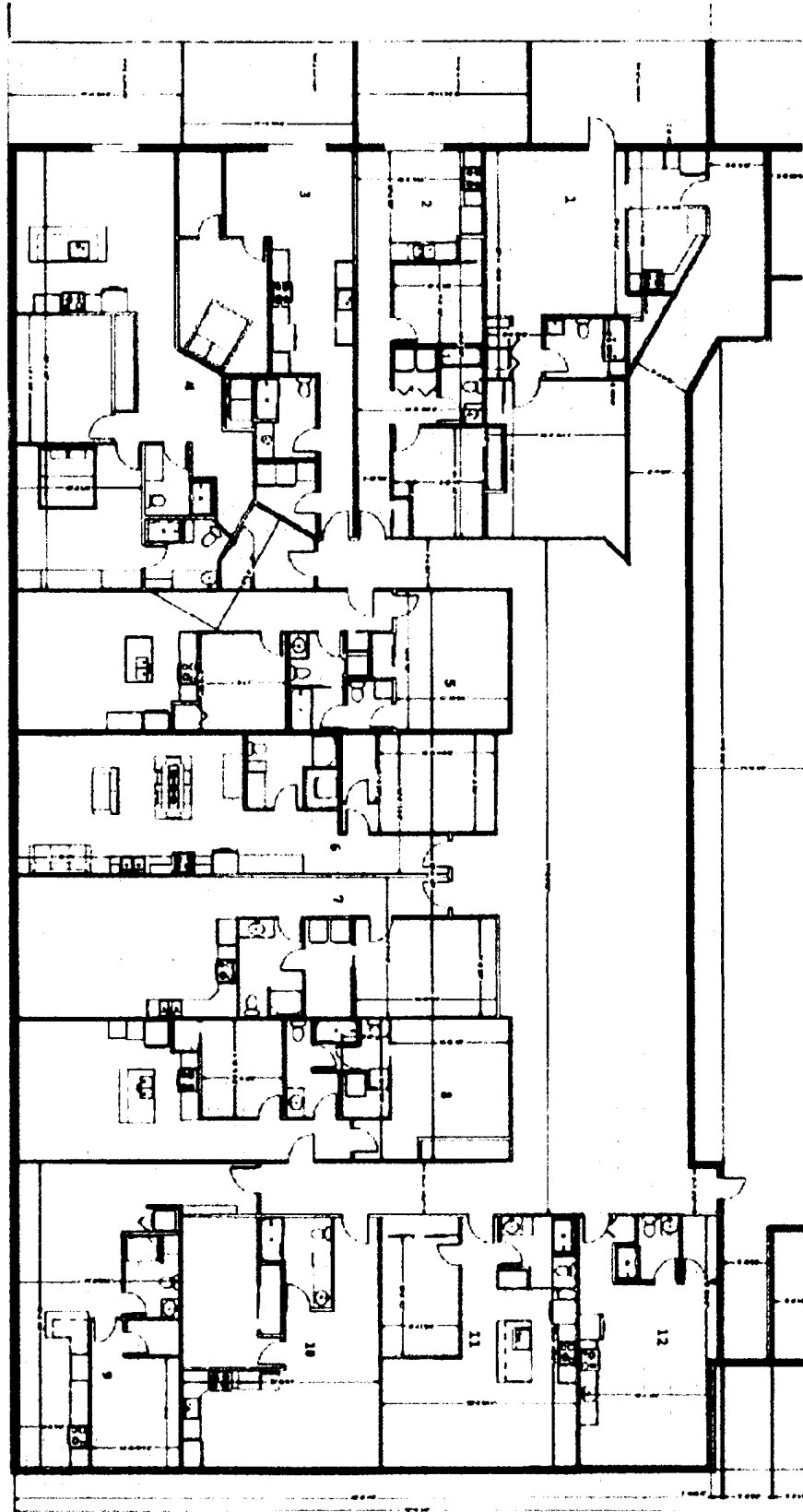
200 West College Avenue  
Parcel ID# 31-2-0263-00

**Legal Description**

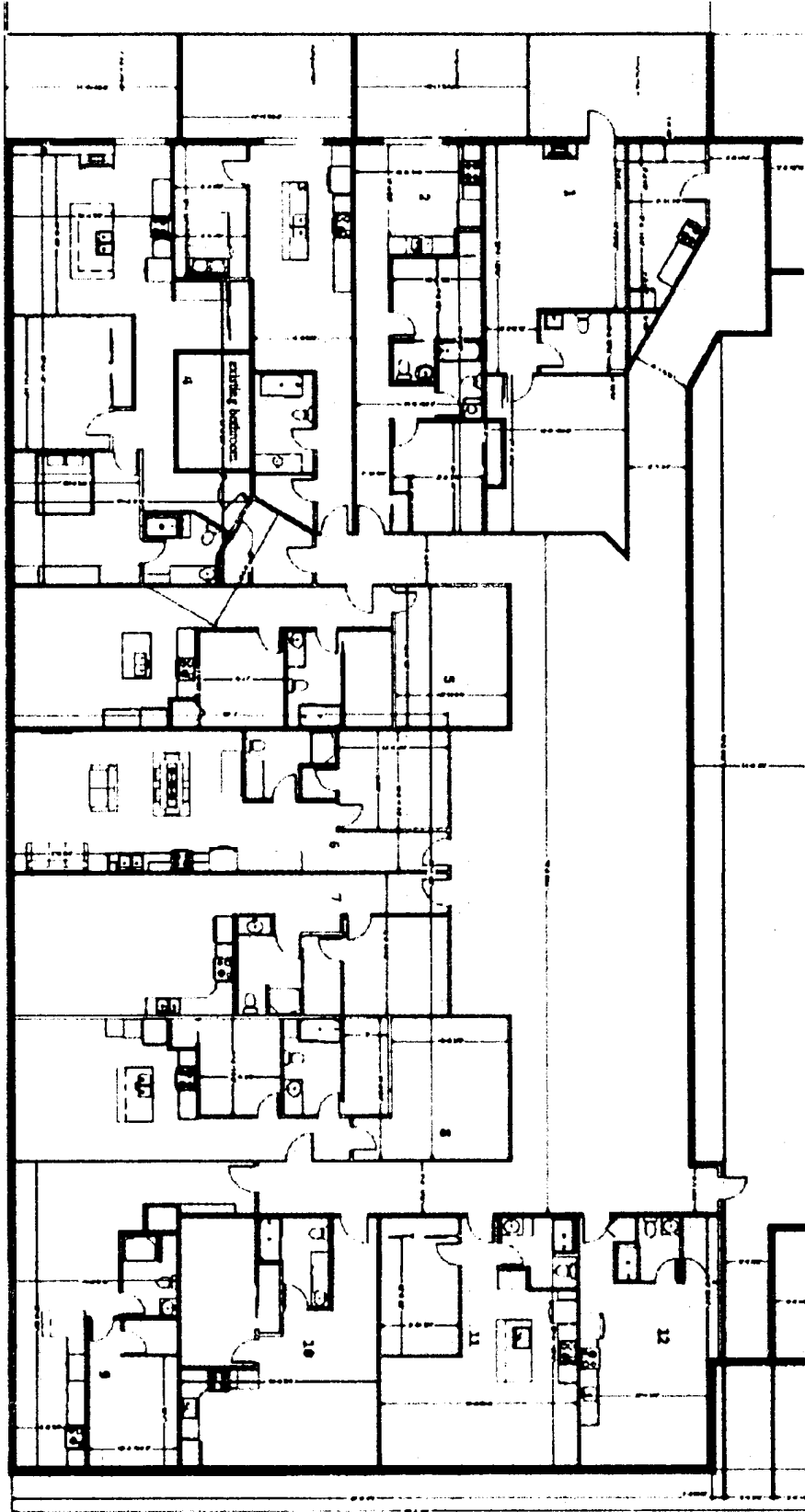
APPLETON PLAT 2WD E12 FT OF S150 17FT OF LOT  
7 & LOT 8 LESS N16FT OF W36FT BLK 26 200-0  
4 W COLLEGE AV

**EXHIBIT B**  
**PROPOSED IMPROVEMENTS**





Appleton Floor 2



Appleton Floor 3



# CITY OF APPLETON

## MEMORANDUM

**Date:** February 12, 2025  
**To:** Community Development Committee  
**From:** Olivia Galyon, Community Development Specialist  
**Subject:** Approval of Preliminary CDBG Advisory Board Recommendations for External Applications for Community Development Block Grants (CDBG) for the 2025 Program Year

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Per City of Appleton Community Development Block Grant (CDBG) Policy, the CDBG Advisory Board creates funding recommendations for external CDBG applicants. The 2025 CDBG allocation process began in August 2024 with an initial phase of City core program allocations and a period for City Departments to apply for funding. Following those phases, the application process opened up to external applicants, with six (6) organizations requesting CDBG funding for 2025. One project was not eligible due to U.S. Department of Housing and Urban Development (HUD) restrictions on funding for certain categories of eligible CDBG activities.

An award estimate of \$588,232 was budgeted for the 2025 program year, based on allocation amounts in recent years. \$588,232 is only an estimate and is subject to change upon adoption of the Federal budget. The Advisory Board met in an open public meeting with opportunity for public comment on January 28, 2025. During this meeting, Advisory Board members discussed the applications and determined preliminary funding recommendations for each external applicant. Final award amounts may need to be adjusted and approved through a final approval process once the official CDBG allocation is received.

Community Development Committee is responsible for voting on City Department allocations and for voting on the external funding recommendations created by the CDBG Advisory Board. Prior to the convening of the Advisory Board, Community Development Committee approved allocations to six (6) City projects for a total amount allocated to City programs of \$443,232. The Advisory Board was responsible for reviewing external applications and recommending the allocation of the remaining \$145,000 for external projects. Community Development Committee is now responsible for discussion and voting on the preliminary funding recommendations.

Please note that funding for public services is capped at 15% of the municipality's annual CDBG allocation amount, estimated at \$88,232 for the 2025 program year. This amount was allocated to the City's Community Resource Navigator position, a staff position shared between the Health Department and Police Department. Additional funds for public service projects are unavailable for external applications. One received application was not eligible due to the public service cap.

Staff reviewed the applications for eligibility and compliance with CDBG regulations, and Advisory Board members reviewed and scored each eligible external application and provided a funding



recommendation. During the Advisory Board meeting, members discussed the aggregated funding recommendations and considered staff input and made adjustments as they saw fit. The Advisory Board's preliminary funding recommendations are as follows:

<b>2025 CDBG Advisory Board Preliminary Award Recommendations</b>		
<b>Applicant</b>	<b>Requested Amount</b>	<b>CDBG Advisory Board Preliminary Recommendation</b>
First 5 Fox Valley	\$75,000	<b>\$25,000</b>
Greater Fox Cities Area Habitat for Humanity	\$240,000	<b>\$50,000</b>
Pillars	\$36,500	<b>\$36,500</b>
Rebuilding Together Fox Valley	\$100,000	<b>\$33,500</b>
Wisconsin Women's Business Initiative Corporation (WWBIC)	\$30,000	<b>\$0</b>
<b>TOTALS:</b>	<b>\$481,500.00</b>	<b>\$145,000.00</b>

These are preliminary recommendations for funding. Once the official allocation is received from HUD, external allocations will be adjusted as needed on a proportional percentage basis, as approved by the Advisory Board members during their meeting. Final allocation amounts for all CDBG projects will be brought to Community Development Committee and Common Council for final approval.

## 2025 CDBG Award Allocations

*Advisory Board Members ( Preliminary Recommendation )*

HOUSING				
Applicant	Averaged Score	Requested Amount	City Staff Funding Recommendation	Advisory Board Preliminary Funding Recommendation
Habitat for Humanity	88%	\$ 240,000.00	\$ 50,000.00	\$ 50,000.00
Rebuilding Together	92%	\$ 100,000.00	\$ 32,000.00	\$ 33,500.00
<b>HOUSING TOTAL:</b>		<b>\$ 340,000.00</b>	<b>\$ 82,000.00</b>	<b>\$ 83,500.00</b>
PUBLIC FACILITIES				
Applicant	Averaged Score	Requested Amount	City Staff Funding Recommendation	Advisory Board Preliminary Funding Recommendation
First 5 Fox Valley	89%	\$ 75,000.00	\$ 25,000.00	\$ 25,000.00
Pillars	86%	\$ 36,500.00	\$ 28,000.00	\$ 36,500.00
<b>PUBLIC FACILITIES TOTAL:</b>		<b>\$ 111,500.00</b>	<b>\$ 53,000.00</b>	<b>\$ 61,500.00</b>
ECONOMIC DEVELOPMENT				
Applicant	Averaged Score	Requested Amount	City Staff Funding Recommendation	Advisory Board Preliminary Funding Recommendation
WWBIC	79%	\$ 30,000.00	\$ 10,000.00	-
<b>ECON DEVELOPMENT TOTAL:</b>		<b>\$ 30,000.00</b>	<b>\$ 10,000.00</b>	<b>-</b>
<b>TOTAL ALLOCATION:</b>		<b>\$ 481,500.00</b>	<b>\$ 145,000.00</b>	<b>\$ 145,000.00</b>



**\$145,000 MAXIMUM AVAILABLE**

**CDBG APPLICATION INFORMATION & STAFF EVALUATION MATRIX**

<b>Applicant</b>	<b>Request</b>	<b>Project Description</b>	<b>Nat'l Objective</b>	<b>Qualifying Activity</b>	<b>Matrix Code</b>	<b>High Priority Need Met (from Consolidated Plan)</b>	<b>Benefit/ Outcome</b>	<b>Budget/Funding</b>	<b>Administrative Capacity</b>	<b>Partial Award Acceptable?</b>	<b>Other Considerations</b>
Greater Fox Cities Habitat for Humanity	\$240,000	Acquisition of three properties to do full-house rehabilitation and sell them to qualified homebuyers.	LMI - Housing	Housing Acquisition	14G: Rehabilitation: Acquisition	Improve & Maintain Housing Stock	3 housing units rehabilitated/ acquired	\$240,000 - Property Acquisition	Extensive experience with CDBG grant	Yes	
First Five Fox Valley	\$75,000	Assistance in funding First 5 Fox Valley's Family Resource Center, in the historic Trout Museum at 111 W. College Ave. Project includes replacement of current doors with automatic electronic opening double doors for accessibility, add two new electronic doors, and replace a set of old windows that have leakage.	LMI - Area Benefit	Public Facilities and Improvements	03Z: Other Public Facilities	Public Facilities and Improvements	3500 households served, 1 business rehabilitated	\$65,000 - Equipment; \$5,000 - Consultants/ subcontractors; \$5,000 - other admin expenses	No experience with CDBG funds. Experience with ARPA funds with similar federal requirements	Yes	F5FV received \$750,000 in ARPA funds from City of Appleton and \$2 million in ARPA funds from Outagamie County. There is no restriction on receiving multiple types of federal grant assistance for one project.
Pillars, Inc.	\$36,500	Replacement of flooring in Pillars Adult Shelter (PAS). Current flooring is deteriorating and has become a tripping hazard and hygienic issue.	LMI - Limited Clientele	Public Facilities and Improvements	03C: Homeless Facilities	Public Facilities and Improvements	300 individuals using the shelter space yearly	\$32,000 - Consultants/ subcontractors; \$4,500 - Rent for space	Extensive experience with CDBG grant	Yes	
Rebuilding Together Fox Valley	\$100,000	Provide Safe and Healthy Housing, which focuses on improving the physical conditions, quality of life, and health and safety of vulnerable residents.	LMI - Housing	Housing Rehabilitation	14A: Rehabilitation: Single-Unit Residential	Rehabilitation of 10 units	10 households served	\$10,000 - Personnel (salaries & fringes) \$70,000 - Consultants/ subcontractor \$15,000 - supplies and materials \$5,000 - construction	Extensive experience with CDBG grant	Yes	
WWBIC	\$30,000	Provide business training and counseling to 15 current or potential micro-entrepreneurs; 8 of whom will be low-to-moderate income. This project will create 1 FTE job and retain 1 FTE job, with both jobs available to or held by LMI persons.	LMI- Jobs	Jobs	18C - Economic Development: Microenterprise Assistance	Economic Development	15 individuals assisted, 8 LMI; 1 job created, 1 job retained	\$30,000 - Personnel (salaries & fringes)	CDBG experience for multiple years; extensive grant experience	Yes	
<b>TOTAL REQUESTED</b>	<b>\$481,500</b>										
Estimated amount available to community partners: \$145,000											
NOTE: Funding for 2025 Public Services has been allocated to a joint Appleton Health/PD project. We are not expected to have additional public services dollars available to subrecipients during the 2025 program year.											



# City of Appleton COMMUNITY DEVELOPMENT BLOCK GRANT



## Community Development Block Grant (CDBG) Policy

Adopted 9/8/2008

Amended 5/24/2010, 10/3/2012, 12/19/2012, 7/15/2015, 10/21/2020, 11/17/2021

### I. PURPOSE

To outline the following aspects of the local Community Development Block Grant (CDBG) Program: a) elements to which the City of Appleton must adhere in order to comply with federal regulations; b) locally-established guidelines; and c) priorities for subrecipient and City Program activity.

### II. POLICY

The federal CDBG program was established with the passage of the Housing and Community Development Act of 1974. CDBG funds are distributed to eligible governmental units in two forms:

- (1). Entitlement grants directly to cities and counties, and;
- (2). State grants, which involve annual competitions for non-entitlement communities.

Since 1975, the City of Appleton has received CDBG funds as an entitlement community. The amount of CDBG funds received each year varies based on the appropriation approved by the U.S. Congress and the number of governmental units eligible to participate. While the federal fiscal year operates from October 1 to September 30, the City selected April 1 to March 31 as its CDBG fiscal year. This selection was made as the federal government generally does not release the aforementioned funds until springtime. Federal oversight lies within the U.S. Department of Housing & Urban Development (HUD).

### III. FEDERAL REGULATIONS

*The citation reference from Title 24 Part 570 – Community Development Block Grants can be found in parentheses next to each heading below. Please view that section for more information on the respective item. This Policy will be revised periodically as required to fulfill related Federal, State, and/or local funding requirements.*

#### A. Federal Eligibility (24 CFR 570.201)

CDBG funds may be used for the following basic eligible activities:

- |                                     |  |
|-------------------------------------|--|
| (1). Acquisition                    | (11). Housing Services                             |
| (2). Disposition                    | (12). Privately-Owned Utilities                    |
| (3). Public Facilities/Improvements | (13). Homeownership Assistance                     |
| (4). Clearance/Remediation          | (14). Economic Development Assistance              |
| (5). Public Services                | (15). Technical Assistance                         |
| (6). Interim Assistance             | (16). Institutions of Higher Education             |
| (7). Payment of Non-Federal Share   | (17). Rehabilitation/Preservation (24 CFR 570.202) |
| (8). Urban Renewal Completion       | (18). Planning (24 CFR 570.205)                    |
| (9). Relocation                     | (19). Administration (24 CFR 570.206)              |
| (10). Loss of Rental Income         |  |

#### B. Ineligible Activities (24 CFR 570.207)

The following activities may not be assisted with CDBG funds:

- (1). Buildings (or portions thereof) for the General Conduct of Government
- (2). General Government Expenses
- (3). Political Activities



**City of Appleton**  
**COMMUNITY DEVELOPMENT BLOCK GRANT**

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The following activities are not eligible for CDBG funding, but may be allowed under certain circumstances:

- |                                     |                               |
|-------------------------------------|-------------------------------|
| (1). Purchase of Equipment          | (3). New Housing Construction |
| (2). Operating/Maintenance Expenses | (4). Income Payments          |

**C. Special Economic Development Projects (24 CFR 570.203)**

CDBG funds may be used for special economic development activities in addition to other activities. Special economic development activities include:

- (1). Acquisition, construction, reconstruction, rehabilitation or installation of commercial or industrial buildings, structures, and other real property equipment and improvements
- (2). Assistance to a private for-profit business, including, but not limited to, grants, loans, loan guarantees, interest supplements, technical assistance, and other forms of support, for any activity where the assistance is appropriate to carry out an economic development project
- (3). Economic development services, including, but not limited to, outreach efforts; screening of applicants; reviewing/underwriting applications; preparation of all necessary agreements; management of activities; and the screening, referral, and placement of applicants for employment

**D. National Objectives (24 CFR 570.208)**

In order to qualify for funding, activities must meet one of three CDBG national objectives:

- (1). Low & Moderate Income (LMI) Benefit
  - a. Area Benefit: activities available for the benefit of all the residents in a particular area, where at least 51 percent of those residents are LMI persons.
  - b. Limited Clientele: activities benefiting a specific group (i.e. abused children, elderly persons, battered spouses), at least 51 percent of whom are LMI persons.
  - c. Housing: activities carried out for the purpose of providing or improving permanent residential structures that, upon completion, will be occupied by LMI households.
  - d. Job Creation/Retention: activities designed to create or retain permanent jobs where at least 51 percent of the jobs involve the employment of LMI persons.
- (2). Slum & Blight Removal
  - a. Area Basis: activities undertaken to eliminate specific conditions of blight, physical decay, or environmental contamination that are located in a designated area of distress, including acquisition, clearance, relocation, historic preservation, remediation of environmentally contaminated properties, or rehabilitation. Rehabilitation must eliminate conditions that are detrimental to public health/safety; acquisition and relocation must be precursors to other activities that eliminate blight.
  - b. Spot Basis: activities undertaken to eliminate specific conditions of blight, physical decay, or environmental contamination at specific sites not located in designated blighted areas, including acquisition, clearance, relocation, historic preservation, remediation of environmentally contaminated properties, or rehabilitation. Rehabilitation must eliminate conditions that are detrimental to public health/safety; acquisition and relocation must be precursors to other activities that eliminate blight.
- (3). Urgent Need
  - a. Activities designed to alleviate existing conditions of recent origin (18 months) that pose serious threats to the health and welfare of the community; this objective may only be used if the community cannot finance necessary activities with other sources.



**City of Appleton**  
**COMMUNITY DEVELOPMENT BLOCK GRANT**

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**E. Categorical Limits**

- (1). At least 70 percent of CDBG funds utilized during three consecutive program years, as specified by the grantee, must be expended for LMI benefit; the costs of planning and program administration are excluded from this calculation. (24 CFR 570.200(a)(3))
- (2). The amount of CDBG funds obligated for public service activities in each program year may not exceed 15 percent of the total entitlement grant for that program year, plus 15 percent of the program income received during the preceding program year. (24 CFR 570.201(e)(1))
- (3). The amount of CDBG funds obligated for planning and administration activities in each program year may not exceed 20 percent of the total entitlement grant for that program year plus the program income received during that program year. (24 CFR 570.200(g))

**F. Program Income (24 CFR 570.426)**

The City may reuse any revenue generated from projects undertaken with CDBG funding towards other eligible activities within the entitlement community. Furthermore, any program income earned by a subrecipient or City Program may be retained by the subrecipient or City Program provided the income is treated as additional CDBG funds and thus subject to all applicable federal and local requirements.

As defined in 24CFR Part 570.500, program income includes, but is not limited to, the following:

- Proceeds from the disposition by sale or long-term lease of real property purchased or improved with CDBG funds;
- Proceeds from the disposition of equipment purchased with CDBG funds;
- Gross income from the use or rental of real or personal property acquired by subrecipients with CDBG funds, less costs incidental to generation of the income;
- Gross income from the use or rental of real property, owned by subrecipients that was constructed or improved with CDBG funds, less costs incidental to generation of the income;
- Payments of principal and interest on loans made using CDBG funds, except as provided in 24CFR 570.500(a)(3); and
- Interest earned on program income pending its disposition.

Program income must be tracked in a chart of accounts, using a segregated account for managing sources and uses. By the 15<sup>th</sup> day of the month following the end of the quarter, the City's Finance Department will review each transaction that generated program income and the subsequent transaction for which program income was applied. The program income will then be entered into the City's Chart of Accounts so that it is reflected in the general ledger, as well as receipting the program income in IDIS so that draws can be made against the balance accordingly. The City maintains the discretion to enter program income more frequently as deemed necessary.

CDBG regulations require that, at the end of each program year (March 31), the City of Appleton must determine whether there is excess program income on hand, and return any excess to the line of credit.

**G. Fair Housing (24 CFR 570.601)**

The Secretary of HUD requires that:

- (1). Grantees must administer all activities related to housing and community development in a manner to affirmatively further the policies of the Fair Housing Act. (Public Law 90-284)
- (2). Entitlement communities shall conduct an Analysis of Impediments to Fair Housing Choice every five years, take action to overcome the effects of the identified impediments and maintain records



## City of Appleton COMMUNITY DEVELOPMENT BLOCK GRANT



reflecting the analysis and related actions taken.

### H. Environmental Review Procedures (24 CFR 570.604)

The environmental review procedures outlined in 24 CFR part 58 must be completed for each CDBG subrecipient and City Program activity, as applicable.

### I. Faith-Based Activities (24 CFR 570.200)

Religious or faith-based organizations are eligible to participate in the CDBG program. Local government representatives and CDBG program administrators shall not discriminate against an organization on the basis of its religious affiliation.

### J. Submission Requirements (24 CFR 570.302)

CDBG entitlement communities must submit the following documents:

- (1). Action Plan → annually
- (2). Consolidated Annual Performance and Evaluation Report (CAPER) → annually
- (3). Consolidated Plan → every three to five years, as chosen by the entitlement community

Creation of these documents must follow HUD requirements for content and citizen participation (see the City of Appleton CDBG Citizen Participation Plan).

### K. Location of Activities (24 CFR 570.309)

CDBG funds may be awarded to an activity outside the jurisdiction of the entitlement community only if it can be determined that the activity directly benefits the entitlement community's residents. Documentation of these benefits must be provided before CDBG funds are awarded for the activity.

### L. Conflict of Interest (24 CFR 570.611)

No persons affiliated with the entitlement community (including subrecipients and City Programs) who exercise or have exercised any responsibilities with respect to CDBG programming, or who are in a position to participate in a decision-making process, may obtain a financial interest or benefit from a CDBG-assisted activity (including subcontracts), either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

## IV. LOCAL PROGRAM GUIDELINES

### A. Program Oversight

The Community and Economic Development Committee (CEDC) – composed of five aldermen appointed by the Mayor – serves as the jurisdiction for Common Council oversight of the CDBG Program. Local financial oversight lies with the City of Appleton Finance Department. Local administrative/programmatic oversight lies with the City of Appleton Community and Economic Development Department (CEDD).

### B. Consolidated Plan Submission

The City of Appleton has elected to submit a Consolidated Plan to HUD every five years. The Citizen Participation Plan provides for and encourages citizens to participate in the development of the Consolidated Plan, which will begin approximately one year before the required submittal date.

### C. Definitions

- Subrecipient – an entity charged with implementation of one or more activities funded with Appleton CDBG dollars



## City of Appleton COMMUNITY DEVELOPMENT BLOCK GRANT



- community partner subrecipient – local agencies awarded CDBG-funding to implement an eligible activity via a competitive application process
- public services subrecipient – local agencies awarded CDBG-funding to implement an eligible public service activity via a competitive application process
- Adjusted award – the amount of CDBG funds available to City Programs and subrecipients after administration, fair housing, and audit allocations are deducted

### **D. Local Categorical Limits**

The following limits expand upon federal categorical limits associated with the CDBG program:

- (1). At least 70 percent of CDBG funds utilized over three program years must be expended for LMI benefit; this excludes planning/CDBG administration activities.
- (2). The amount of CDBG funds obligated for public service activities in each program year may not exceed 15 percent of the adjusted award for that year unless otherwise specified under the pertinent Federal regulation or applicable waivers to prevent the spread of infectious disease and mitigate economic impacts caused by infectious disease.
- (3). The amount of CDBG funds obligated for planning/CDBG administration activities in each program year may not exceed 20 percent of the total entitlement grant for that year.
- (4). Any single award will not be less than \$10,000.

### **E. Audit Requirements**

Section 2 Part 200 of the Code of Federal Regulations and the State Single Audit Guidelines require major state programs and federal programs to complete a single audit. The necessary amount for fulfilling these requirements will be identified by the Finance Department and the City's independent auditors. This amount will be deducted from the estimated amount available for the program year and not included in the estimates of the adjusted award.

### **F. Fair Housing Services**

In keeping with the spirit of federal fair housing requirements, an annual allocation for fair housing services will be approved. This activity will be reported as an administrative expense, which claims no benefit. The City of Appleton will utilize the award to contract with an independent entity qualified to provide residents with a variety of fair housing services. This amount will be deducted from the estimated amount available for the program year and not included in the estimates of the adjusted award.

### **G. Program Administration**

HUD requires entitlement communities to provide for efficient and adequate administration of CDBG programming. Administration costs may only include: salary/fringe, necessary training/travel, supplies and telephone/postage, in addition to fair housing services and audit costs. The necessary amount for fulfilling this requirement will be identified by the Community and Economic Development and Finance Departments. This amount will be deducted from the estimated amount available for the program year and not included in the estimates of the adjusted award.

### **H. Annual Allocation of CDBG Funding**

The City of Appleton's Program Year begins April 1 and concludes March 31 of the following year. Each program year, administration, audit and fair housing costs, along with adequate funding for the Homeowner Rehabilitation Loan Program, the Neighborhood Program and Appleton Housing Authority will be subtracted from the annual entitlement award amount to determine the adjusted award. The adjusted award will first be available to City of Appleton Departments/Programs/component units that wish to undertake





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projects. After the City allocation process is complete, any remaining funds may be allocated to community partner applicants.

### **I. City Allocation Process**

Each year adequate funding will be allocated through the City Budget process to the following: Homeowner Rehabilitation Loan Program, Neighborhood Program, Administration Costs and Appleton Housing Authority. Then, other City of Appleton Departments will have the opportunity to submit an application for CDBG funding. The application will include information relating to goals, outputs, budget/financing, detailed activity descriptions, capacity and performance. CEDD staff, per HUD rules and regulations, will perform an administrative review of each plan to ensure that:

1. Proposed activities are included within the listing of eligible activities (24 CFR 570.201)
2. Proposed activities do not fall within a category of explicitly ineligible activities (24 CFR 570.207)
3. Proposed activities will meet one of the national objectives of the program (24 CFR 570.200)
4. Proposed activities will address priority needs as identified in the Consolidated Plan

Upon completion of the administrative review, the plans will be presented to the CEDC. CEDC will also review the submitted plans to ensure the proposed activities meet the four standards listed above and allocate adequate funds for each plan. CEDC's recommendation will then be presented to the Common Council for approval.

### **J. Community Partner Subrecipient Allocation Process**

The community partner application process will begin after allocations for City applications have been approved, and end with recommended allocations being announced after Council approval. Applications will be made available for approximately one month and should be submitted to the CEDD. All applications must be received by the announced deadline; no exceptions will be made. CEDD staff will perform an administrative review of each proposal, per HUD rules and regulations, to ensure the four standards listed under letter E. above, will be met if proposed activities are funded.

Upon completion of the administrative review, the proposals will be presented to the CDBG Advisory Board which will review and make funding recommendations for each proposal. This Board will consist of the following members:

1. Mayor
2. Common Council President
3. Chairperson of the Community and Economic Development Committee or committee designee
4. Chairperson of the Appleton Redevelopment Authority or committee designee
5. Representative from an Experienced Outside Funding Agency – on a rotating basis (i.e. United Way, Community Foundation, JJ Keller Foundation, U.S. Oil Basic Needs Partnership)
6. Citizen member from the City Plan Commission

CEDD staff will supply the Board with applications and all appropriate guidelines along with a summary of each proposal, and an explanation of the proposal score sheet. Board members are asked to allocate funding among the applicants and return their allocations to CEDD staff who will compile all results and present allocation recommendations at a Board meeting during which allocation amounts will be finalized. In completing their funding recommendation, the Board will utilize an estimated CDBG entitlement award dollar amount, which will be calculated based on past awards and any available information on HUD's



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future funding strategies. Funding recommendations from this Board will be presented as an Action Item to the CEDC. CEDC's recommendation will then be presented to the Common Council for final approval.

During efforts to prevent the spread of infectious disease and mitigate economic impacts caused by infectious disease, the community partner subrecipient allocation process will be waived. Final approval of allocations and projects will be presented to Common Council, subsequent to the completion of the required public comment period.

**K. Estimated vs. Actual Entitlement Award**

If there is a differential between the estimated award and the actual award, the CDBG Advisory Board will be consulted and their recommendations will be presented to CEDC and Council for approval.

**L. Subrecipient Agreement/Letter of Understanding/Training Session**

Community partner subrecipients of CDBG funds must enter into a subrecipient agreement with the City of Appleton. This subrecipient agreement serves as a formal contract addressing the various policies outlined in this document, in addition to contract amount/term, reimbursement requests, accomplishment reporting, monitoring, financial management guidelines, conflict of interest, and additional federal standards, including lead-based paint regulations and the Davis Bacon Act. Furthermore, each City Program receiving CDBG funds must sign a Letter of Understanding (LOU) indicating an understanding of the items above. To ensure all parties understand the requirements of their agreement or LOU, a mandatory training session will be held with new subrecipients before funds are released. Technical assistance from staff will be available to all subrecipients throughout the program year.

**M. Statement of Work**

All subrecipients and City Programs shall submit a concise Statement of Work that illustrates an implementation plan for their CDBG activity. This Statement, which will be attached to the subrecipient agreement/LOU includes: national objective claimed, activity descriptions, intended beneficiaries (number and type), detailed budget and location(s) of program-related activity.

**N. Report Submissions**

All subrecipients and City Programs are required to submit a report of their accomplishments with each payment request during the program year when applicable, as well as an Annual Report by April 15th, which is a comprehensive report covering the agreed upon objectives, activities and expenditures for the entire contract period. If said reports are not attached to payment requests when required, payments will be withheld until the report is submitted.

**O. Change of Use**

If a subrecipient or City Program wishes to utilize funds for an activity not identified on their original application, they are required to submit a detailed letter to the CEDD explaining the reasoning for and amount of the proposed change and a public comment period may be held per the Citizen Participation Plan.

**P. Displacement/Relocation**

Due to the potential liability for long-term assistance and burdens placed on affected tenants, the City of Appleton will avoid funding CDBG projects that involve permanent residential displacement or business relocation unless displacement/relocation prove to be the only means available to correct a public health/safety hazard or other critical condition.



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**Q. Procurement**

The City of Appleton Procurement Policy applies to all CDBG activities, including both City Programs and subrecipients that involve the purchase of equipment, materials, supplies and/or services. A copy of this policy will be distributed to all subrecipients.

**R. Audits**

All subrecipients are required to submit one copy of their audited financial statement immediately following the end of their fiscal year during which CDBG funds are received, unless an alternate arrangement has been made with the City of Appleton Finance Department. CDBG applications may include audit costs as a reimbursable expense.

**S. Disputes**

Any dispute concerning a question of fact arising under a subrecipient program or City Program shall be resolved by CEDD staff, who shall relay his/her decision in writing to the subrecipient or City Program, in addition to furnishing a copy to the Mayor and the CEDC. The decision of CEDD staff shall be final and conclusive unless the subrecipient or City Program furnishes a written appeal to the CEDC within ten days of the date of receipt of such copy. The decision of the CEDC in such appeals shall be final and conclusive unless appealed to a court of competent jurisdiction within 30 days of receipt of the CEDC's decision.

**T. Unspent Grant Funds**

Any uncommitted CDBG funds remaining at the end of the program year will be reprogrammed for use in the subsequent program year. The subrecipient shall submit a carryover request, including both documentation of plans for expending funds and a timeline for the expenditure, to CEDD staff by April 15. If any unspent grant funds remain after September 30, CEDD staff will meet with the subrecipient to determine if further action needs to be taken to expedite the expenditure of funds.

**U. Termination**

If the subrecipient or City Program fails to fulfill, in timely and proper manner, its obligations under the Statement of Work, or if they violate any stipulations contained within the subrecipient agreement/LOU, the City has the right to terminate funding of their program. Written notice will be delivered at least 30 days before the termination.

**V. Examination of Records/Monitoring**

The policy of the City of Appleton is to monitor its subrecipients in a manner consistent with the requirements of 24 CFR 570.2, 2 CFR 200.328, and 2 CFR 200.331(d). The subrecipient and City Program shall maintain records (including books, documentation and other evidence) pertaining to the costs of carrying out their activity to the extent of detail that will adequately reflect net costs, direct and indirect labor, materials, equipment, supplies/services, and other expenses. Authorized representatives of the City or HUD shall have access to subrecipient and City Program records at reasonable times of the business day for inspection, audit or reproduction. Subrecipients and City Programs must make these records available throughout the program year and four years after it expires. Furthermore, CEDD staff may schedule monitoring visits with the subrecipient to evaluate the progress/performance of the program and provide technical assistance. The City of Appleton's Grant Administration Procedures manual should be referenced for further guidance on subrecipient tracking and monitoring requirements.



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**W. Financial Management Systems**

Subrecipients and City Programs must employ financial management systems that are capable of generating regular financial status reports indicating the dollar amount allocated (including budget revisions), amount obligated, and amount expended for each activity. The system must permit the comparison of actual expenditures and revenues against budgeted amounts. The City must be able to isolate/trace every CDBG dollar received.

**X. Payment Requests**

Community partner subrecipients and City Programs will submit requests for payment with attached supporting documentation to the CEDD. Payment requests shall be allowed on a reimbursement basis (i.e. only after expenditures have been incurred) and shall be reviewed to ensure the expenditures are in conformity with the use of funds as described in the Statement of Work. If source documentation is deemed inadequate by Staff, all payments will be withheld until all required documents have been submitted. Payment requests received and approved will be processed and a check issued in accordance with the City of Appleton Finance Department weekly pay cycle. All payment requests must contain an original signature.

**Y. Program Income**

Any program income (as defined under applicable federal regulations) gained from any activity of the subrecipient may be retained by the subrecipient or City Program provided the income is treated as additional CDBG funds subject to all applicable requirements governing the use of CDBG funds. Anticipated program income must be documented and described in the subrecipient or City Program proposal/application. Furthermore, any and all program income received must be reported to the City of Appleton's Community and Economic Development and Finance Departments, unless otherwise specified in this contract.

**Z. CDBG Activity Promotion**

All subrecipients and City Programs are required to participate in promotion of the City of Appleton CDBG Program. Expectations will be outlined by staff at the beginning of the program year and may include, but are not limited to:

- Inclusion of the Appleton/CDBG logo in materials/at project sites
- Mentorship of a subrecipient new to the CDBG Program
- Participation in a CDBG Open House to showcase grant activities

**V. APPLICATION/PROPOSAL EVALUATION CRITERIA**

**A. General**

In order to receive CDBG funding, subrecipient and City Programs must meet a priority need, as identified in the Five-Year Consolidated Plan. Additional preference, however, will be given to CDBG applicant activities that meet one or more of the following criteria:

- (1). Seek a one-time use of CDBG funding
- (2). Benefit residents of LMI census tracts (population at least 46.7 percent LMI)
- (3). Will result in additional housing units being placed on the tax roll
- (4). Demonstrate secured complementary sources of funding (i.e. leverage) and/or strong efforts to solicit and secure complementary funding.
- (5). Serve special needs populations, including, but not limited to:
  - a. Elderly/frail elderly
  - b. Persons with disabilities (developmental and physical)



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- c. Persons with HIV/AIDS and their families
- d. Persons seeking solutions to alcohol and drug addiction

**B. Public Services (subject to 15 percent cap)**

Preference will be given to Public Service CDBG applicants whose activities meet one or more of the following criteria:

- (1). Program service costs – one time use
- (2). Administrative expenses – one time use
- (3). Program service costs – continual use
- (4). Administrative expenses – continual use



## City of Appleton CDBG FUNDING HISTORY 2015-2024

GRANTEE	2024	2023	2022	2021	2020	2019	2018	2017	2016	2015
Appleton Housing Authority	\$ 50,000.00	\$ -	\$ 41,170.00	\$ 37,000.00	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	\$ 60,000.00	\$ 60,000	\$ 60,000
Appleton Police Department (Summer of Service)	\$ -	\$ -	\$ -	\$ 72,051.06	Declined	\$ 63,995.48	\$ 51,847.71			
Boys & Girls Club	\$ -	\$ 19,640.76	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CDBG Administration	\$ 75,000.00	\$ 58,829.00	\$ 58,479.00	\$ 57,433.00	\$ 80,504.00	\$ 25,172.00	\$ 49,432.05	\$ 46,229.00	\$ 20,375	\$ 20,000
City of Appleton Affordable Housing Project		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 200,000.00	\$ -	\$ -
City of Appleton Home Rehabilitation Program	\$ -	\$ 45,000.00	\$ 120,000.00	\$ 29,892.00	\$ 77,694.00	\$ 75,851.00	\$ 115,000.00	\$ 81,222.00	\$ 158,651	\$ 175,000
City of Appleton Neighborhood Revitalization	\$ 40,000.00	\$ -	\$ -	\$ -	\$ -	\$ 40,000.00	\$ 40,000.00	\$ -	\$ 40,000	\$ 40,000
City of Appleton Community Resource Navigator	\$ 88,575.00									
Fair Housing Services	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 65,471.24	\$ 25,000.00	\$ 25,000	\$ 22,000
Fox Valley Warming Shelter	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,000.00	\$ -	\$ 15,000
Habitat for Humanity	\$ 139,150.00	\$ 213,759.00	\$ 120,000.00	\$ 147,000.00	\$ 125,000.00	\$ 58,577.20	\$ -	\$ -	\$ 96,000	\$ 77,242
Harbor House	\$ -	\$ -	\$ 25,000.00	\$ -	\$ -	\$ 14,152.32	\$ 19,421.47	\$ 15,000.00	\$ 22,383.50	\$ 24,000
Pillars (Homeless Connections)	\$ 56,000.00	\$ 12,453.00	\$ -	\$ 27,185.00	\$ 75,000.00	\$ -	\$ -	\$ 14,200.00	\$ 16,758.50	\$ 15,000
Pillars (Housing Partnership of the Fox Cities)	\$ -	\$ -	\$ -	\$ -	\$ 28,260.08	\$ 100,000.00	\$ 25,000.00	\$ -	\$ 55,000	\$ 31,000
LEAVEN	\$ -	\$ 27,453.00	\$ 30,000.00	\$ 16,632.94	\$ 45,019.83	\$ 10,000.00	\$ 17,823.77	\$ 15,000.00	\$ 16,758.50	\$ -
NAMI	\$ -	\$ -	\$ -	\$ -	\$ 62,334.00	\$ 49,904.00	\$ -	\$ 10,000.00	Declined	\$ -
Rebuilding Together	\$ 70,630.00	\$ 125,373.00	\$ 80,000.00	\$ 100,000.00	\$ 100,000.00	\$ 50,000.00	\$ 19,156.76	\$ -	\$ -	\$ 20,000
Salvation Army/Project Home	\$ 30,625.00	\$ 12,453.00	\$ -	\$ -	\$ 28,260.09	\$ -	\$ -	\$ 22,173.00	\$ -	\$ -
STEP Industries	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,000.00	\$ 24,398.50	\$ 24,571
The Mooring Programs, Inc	\$ -	\$ -	\$ 66,231.00	\$ 39,343.00	\$ 70,000.00	\$ -	\$ 85,800.00	\$ 36,213.00	\$ -	\$ -
Thompson Community Center	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30,000.00	\$ -	\$ -	\$ -
WWBIC	\$ 15,524.00	\$ 19,259.00	\$ -	\$ 68,030.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL CDBG FUNDS DISTRIBUTED</b>	<b>\$ 590,504.00</b>	<b>\$ 559,219.76</b>	<b>\$ 565,880.00</b>	<b>\$ 619,567.00</b>	<b>\$ 792,072.00</b>	<b>\$ 587,652.00</b>	<b>\$ 593,953.00</b>	<b>\$ 550,037.00</b>	<b>\$ 535,325</b>	<b>\$ 523,813</b>
<b>TOTAL CDBG ENTITLEMENT AWARD</b>	<b>\$ 590,504.00</b>	<b>\$ 573,201.00</b>	<b>\$ 565,880.00</b>	<b>\$ 619,567.00</b>	<b>\$ 592,072.00</b>	<b>\$ 587,652.00</b>	<b>\$ 593,953.00</b>	<b>\$ 550,037.00</b>	<b>\$ 535,325</b>	<b>\$ 523,813</b>
<b>*TOTAL REPROGRAMMED/OTHER FUNDS</b>		<b>\$ 28,981.24</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 200,000.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>AWARD CHANGE FROM PRIOR YEAR</b>	3%	1%	-9%	5%	1%	-1%	8%	3%	2%	#REF!

**\*REPROGRAMMED/OTHER FUNDS:**

- 2007 = \$10,000 from 2005 reprogrammed to the Housing Partnership in 2007
- 2008 = \$161,900 from 2007 program reprogrammed via an increase to each subrecipient in 2008
- 2010 = (\$2,067) unallocated in 2009 due to increase in final award amount upon contract receipt
- 2010 = \$2,067 unallocated in 2009 and \$2,105 from 2009 reprogrammed via an increase to each subrecipient in 2010



# CITY OF APPLETON

## MEMORANDUM

**Date:** February 12, 2025  
**To:** Community Development Committee  
**From:** Lily Paul, Economic Development Specialist  
**Subject:** Request to Approve Deed Restrictions for Southpoint Commerce Park Plat No. 4

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**Background & Analysis:** Southpoint Commerce Park Plat No. 4 was approved by Common Council in December 2023 and recorded in 2024, with construction of the infrastructure and lots also beginning in 2024. The plat development will be completed in Spring 2025 which will add 12 more buildable lots in this Commerce Park. Light industrial style development that would be appropriate for this park is in high demand, and there has been interest in the park. Before land sales begin, it is advantageous that the Deed Restrictions for this Plat are recorded. The Deed Restrictions help to keep a certain standard in this park, and interested parties should be aware of them before they consider purchasing.

The Deed Restrictions for Plat No. 4 do not differ much from previous Plats 1-3. Notable changes include:

- Assigning responsibilities to the correct Committee or Department.
  - o For example, alternative building materials must be approved by the Community Development Committee and not the staff-level Site Plan Review Committee.
  - o For example, Community Development Department is responsible for Enforcement within the park and not the Community Development Committee.
  - o For example, for an owner to further subdivide their lot, the Community Development Committee must recommend approval to the Common Council.
- The addition of language prohibiting the land in the Commerce Park to be sold, leased, sub-leased or in any manner transferred to a third-party entity that would result in all or a portion of the land from becoming Tax Exempt. Especially considering that this Plat is located within TID No. 13.
- Specifying that other considerations to Land Use or Building Materials, and variances to these Deed Restrictions must be submitted in writing.
- Grammar and precise/consistent language
  - o Referring to the Park as a “Commerce” park instead of “Industrial”.

**RECOMMENDATION - Approve** the Southpoint Commerce Park Plat No. 4 Deed Restrictions and recommend the same to the Common Council.

February 5, 2025

**DECLARATION OF COVENANTS AND RESTRICTIONS**

APPLICABLE TO ALL PROPERTIES SOLD IN  
SOUTHPOINT COMMERCE PARK PLAT NO. 4

This conveyance is made subject to the following conditions, covenants, and understandings which shall be binding upon the vendee and his/her heirs, successors, and assigns:

1. ***Setbacks:***

- A. *Front Yard:* No building shall be constructed on the site nearer than forty (40) feet of the right-of-way of any public street. In the case of corner lots, both forty (40) foot setbacks will apply.
- B. *Side and Rear Yards:* ~~No building shall be constructed Minimum on the site nearer than twenty-five (25) feet of the~~ side and rear ~~lot line shall be twenty-five (25) feet.~~

2. ***Land Use:***

Restrictions on Use. The Restricted Parcel shall be developed and used solely for the following purpose and for no other purpose:

- 1. Light Manufacturing;
- 2. Research, development and testing laboratories;
- 3. Wholesaling, warehousing and distribution;
- 4. Office operations only if they are an integral part of and a necessary adjunct to a -permitted use;
- 5. Retail sales of products manufactured on site and clearly an accessory use to the primary use of the site and provided on premises sales are limited in floor area to no more than (10) percent of the total gross floor area occupied by the ~~permitted use~~permitted or special use;
- 6. Other land uses may be considered for approval by the Community Development Committee if a determination is made that the project fits the development objectives of the City. Other considerations must be made in writing and submitted to the Community Development Director or designee.

3. ***Nuisance Factors and Hazards***

- A. In order to protect the interests of all Tenants, no operation shall be conducted which emits offensive or objectionable noise, vibration, smoke, orders, dust, or gases.



Precautions should be taken in all research and other approved operations for radiation, radioactivity, fire and explosion hazards.

- B. No fuel or chemical in-ground or outdoor storage shall be allowed in the Commerce Park.

4. ***Building Standards***

- A. Any principal building erected shall be at least 7,500 square feet in area and have a gross floor area equal to at least 10 percent of the land area.
- B. The maximum ratio of building area (footprint) to total parcel size shall in no event exceed forty (40) percent, exclusive of parking and loading areas. The building footprint, all parking, driveways, and loading areas, when combined, may not exceed seventy (70) percent of the total ~~P~~parcel size.
- C. Buildings shall be designed by an Architect or Engineer. -Complete architectural design must be given to all façades of all buildings with all sides and rear elevations being given architectural treatment compatible with the front elevation of the building.
- D. This ~~Industrial-Commerce~~ Park encourages a variety of architectural styles. However, it is intended that a basic harmony of architecture prevail among the buildings so that no one structure detract from the attractiveness of the overall development.
- E. The front elevation of the building, any elevation facing a street, and externally visible opaque surfaces shall be a minimum of 75% of materials 1-5 (provided, however, that such list shall not be deemed to exclude the use of other accent or exterior trim materials, glass and glazing, and earth berms). The side and rear building elevations that do not face any street shall be a minimum of 25% of materials (1-5). Exception to this requirement would be limited to (1) expandable building side with prior approval from the Site Plan Review Committee.
  - 1. Brick;
  - 2. Architectural precast concrete panels (surface finish to be painted, stained or exposed aggregate). When using concrete panels as an exterior surface the architect should be careful to avoid a monolithic or monotonous appearance and the use of various textures, colors and accents will be encouraged.
  - 3. Decorative face concrete block. When using decorative face concrete block as an exterior surface the architect should be careful to avoid a monolithic or monotonous appearance and the use of different types and textures (split face, fluted, scored or striated-) to provide variety and relief will be encouraged.
  - 4. Cut stone;
  - 5. Exterior insulation and finish systems (~~EIFS~~EIFS), or insulated metal panels

with exterior appearance of dryvit, stucco, or EIFS;

6. Metal panels may be used only in combination with one of the approved materials. Any metal siding proposed for use shall be entirely coated with a color fast, abrasion and corrosion resistant, long life (minimum of 20 years) finish that is resistant to chemicals, withstands temperature extremes, and has a low permeability. Any material utilized to attach the metal siding to the building shall be concealed or the utilization of shadow panels or semi-concealed fastener panels with fasteners painted to match the panels shall be required.

~~6.7.~~ Other building materials being developed and to be developed by the construction industry. The use of such materials will be reviewed by the Site Plan ReviewCommunity Development Committee on a case-by-case basis. These considerations must be made in writing and submitted to the Community Development Director or designee.

- F. Building materials will be selected for their ability to present a visual statement of a building or structure's strength, attractiveness, and permanence. The building materials used shall be harmonious with the natural environment and with the general character of other buildings and structures in the Commerce Park.
- G. Metal trim materials may be used when in keeping with the architectural and aesthetic character of the building or structure.
- H. Ancillary-Accessory structures will be approved by the Community Development Committee. Approval may be granted only if such structures are necessary to the principal use of the building site, are in architectural and aesthetic conformance with other buildings or structures on the site, are properly screened, meet all requirements of these covenants and are otherwise satisfactory to the Community Development Committee at its sole discretion.

5. ***Landscaping:***

- A. *Landscape Plan:* The landscaping upon any building site or lot shall be carried out in accordance with a detailed landscaping plan which has been reviewed and approved in writing by the City's Site Plan Review Committee. The landscape plan shall include, but not be limited to, plant location, common and botanical names of plant material, planting size, root condition, and quantity of all plant material. The plan shall show all ground cover and mulch areas, landscape and construction materials, and construction details.
- B. *Landscaping Methods:* Landscaping may include grading, earth berms, seeding, sodding, raised planters, architectural decorative walls or fencing, trees and shrubs, ground cover and other landscape materials including permanent sprinkler systems, fountains, storm run-off retention ponds, reflective ponds, and landscape lighting.

- C. *Plant Material*: Selected plant material should provide for a variety of shade trees, evergreen trees, and shrubs, ornamental trees and shrubs and ground covers. Plant material selection shall take into consideration the following:
1. Disease and insect resistance;
  2. Hardiness to the area;
  3. The ability to provide seasonal interest;
  4. Future maintenance considerations;
  5. Ability of plant material to accomplish its intended purpose in each placement.
- D. *Time for Completion*: All landscaping shall be completed within ninety (90) days following occupancy, or as soon thereafter as weather will allow if such period occurs within winter months.
- E. *Maintenance*: The owner shall be responsible for maintaining all landscaping as approved on the original plan for his site. Any variation or changes to the landscape plan must be reviewed and approved in writing by the Site Plan Review Committee~~Department of Planning~~. Landscaped areas, materials, fixtures, and improvements shall be maintained by the owner of the building site, or by such owner's long-term lessee(s) in good condition at all times. Such maintenance shall include watering, mowing, trimming, pruning, spraying, fertilizing, repairing, replacement of dead plantings, planting, transplanting, dusting, treating, and other common landscape maintenance activities necessary to keep the building site landscaping in a healthy state of growth and visually attractive in appearance.

If the owner or the owner's assigns fail to maintain the landscaping and site per the approved landscaping plan in this section, the City of Appleton or its Agent may seek an inspection warrant to enter the site and conduct such maintenance and to seek full reimbursement.

6. ***Utility Controls***

All utilities lines shall be located underground where feasible except for high voltage lines. In the event high voltage lines are required, rear locations nearest and parallel with rear lot lines shall be encouraged.

7. ***Parking, Loading***

- A. Off-street parking and loading areas shall be provided on each building site and shall be of sufficient size to accommodate all planned or anticipated parking and loading needs of all site occupants and visitors and comply with the City's Zoning Ordinance~~Municipal Code of the City of Appleton~~ (hereafter the "Municipal Code")

regarding parking standards.

- B. All truck maneuvering must be confined within the boundaries of the property.
- C. All parking, driveways, and loading areas shall be paved.
- D. Parking shall be permitted within the minimum front yard setback area, however, it shall be located no closer than fifteen (15) feet to the public right-of-way line. Parking shall be setback a minimum of 6' from the side property line.
- E. Truck loading and receiving areas shall occur in the rear of any buildings or structures on any Lot. Truck loading and receiving areas shall be permitted on the side of such building if sufficient visual screening is installed to screen the dock area from the street.
- F. Truck loading and receiving is normally not permitted in the front of such building unless dictated by the site conditions and only if fully screened from the street. In that event, the Community Development Committee shall review and approve the location of the loading dock. The Community Development Committee may assign this review of plans to the ~~Economic Development Department~~Site Plan Review Committee.

8. ***Outdoor Storage:***

No outside storage of any kind shall be permitted unless such stored materials are visually screened from all streets and adjoining properties with a suitable fence, vegetation, berm, or combination thereof approved by the Site Plan Review Committee. Screening shall be attractive in appearance and in keeping with the architectural quality of the main structure. Said storage shall be limited to behind the front line of the building on the property, and within the building setback lines. All refuse containers must be enclosed by a fence of solid material such as will provide a suitable visual screen. No waste material or refuse may be dumped or permitted to remain on any part of the property outside of the buildings. All storage areas shall be paved. Portable storage units, pods, or shipping containers may be used on a temporary basis. Please refer to the Municipal Code for Outdoor Storage regulations.

9. ***Roof Mounted Equipment:***

Roof mounted equipment shall be so located and/or ~~screened,~~screened and painted to minimize visibility from the street and adjacent owners.

10. ***Signs:***

Identification signs shall be permitted to promote only the name and/or trademark of the owner or tenant of the parcel on which the sign is placed. The signs shall not advertise business services. Signs, lighting, etc., are to be indicated on the final site plan submitted to the Site Plan Review Committee for review.

- 1. Ground signs must be set back a minimum of 10 feet from the right-of-way

line and must be ~~of a low profile design~~ a maximum height of eight (8) feet subject to approval by the Site Plan Review Committee.

2. Signs may not be of unusual size or shape when compared to the improvements situated on the site on which the sign is located.
3. Signs may not be installed above the roof line of a building.
4. Pole signs are prohibited.
5. Signs may not contain or utilize any flashing, blinking, intermittent or moving light as source of illumination.
6. No signs shall be located in or painted on any window.
7. Building signs must comply with the ~~City Sign Code~~Municipal Code for Sign regulations. Sign permits are issued by the Community Development Department, Inspections Division.

11. ***Maintenance Responsibilities:***

- A. Each owner shall keep its property, all contiguous street right-of-way to the edge of the pavement, and all drainage and easement areas in a well -maintained, safe, clean, and attractive condition at all times. Such maintenance includes, but is not limited to the following:
  1. The removal of all litter, trash, refuse, and wastes;
  2. Compliance with the City's noxious weed control ordinance, ~~including the mowing of all grass areas to a height not over 4";~~ Section 12-58 of the Municipal Code;
  3. The maintenance of exterior lighting, signs, and mechanical facilities;
  4. The keeping of all exterior building surfaces in a cleaned, well-maintained condition;
  5. The maintenance of all drainage ways including the removal of all debris, weeds, and silt.
- B. The owner of any undeveloped lands shall maintain said lands free of rubbish, noxious weeds, and mosquito breeding pond conditions.

12. ***Site Plan Review:***

Before commencing the construction or alterations of any buildings, additions, enclosures, fences, loading docks, parking facilities, storage yards, or any other structures or permanent

improvements on or to the real estate conveyed hereby, the owner shall first submit its building plans, specifications, site and landscape plans, elevations of all sides of the building, samples of materials proposed for all external surfaces including colors and textures, and an artist's rendering of the project or a scale model to the Site Plan Review Committee in accordance with ~~Section 23-171 of the City Zoning~~ the Municipal Code. Renderings should show adjacent buildings, landscaping, screening, signs etc.

**13. Tax Exempt Uses on Land Not Owned by the City of Appleton:**

Any owner hereby covenants and agrees that as a condition of purchasing land in the Commerce Park from the City of Appleton, said owner shall not enter into any agreement to sell, lease, sub-lease or in any manner transfer all or any portion of owner's land in the Commerce Park to a third party entity that would result in all or any portion of the land use or underlying land in the Commerce Park becoming tax exempt or exempt from local taxation (hereinafter referred to as "Tax Exempt Entity" or "TEE") under Wis. Stats. 70.11 An owner shall prior to, and as a contingency of the sale, lease, sublease or transfer, provide notice to the City and shall require such TEE to enter into a payment in lieu of taxes agreement with the City, whereby such TEE shall contractually agree with the City to make an annual payment in lieu of property taxes to the City equivalent to the gross tax rate that would be imposed by the City if the use of land was not tax exempt. In connection therewith, the City covenants and agrees to enter into the payment in lieu of taxes agreement with a TEE, and to fairly and accurately assess the value of the TEE's interest in the land in the Park.

An owner shall provide the City's Clerk and Director of Community Development or designee with written notification of any sale, lease, sub-lease or transfer of all or any portion of land in the Commerce Park to a TEE not less than thirty (30) calendar days prior to the effective date of the sale, lease, sub-lease or transfer. The thirty (30) day period shall commence the date that the City is in receipt of said notice. If an owner fails to provide notice to the City and sells, leases, sub-leases or transfers all or any portion of land in the Commerce Park to a TEE, then the owner or grantor shall be the party responsible to make payments to the City in the amount that would be required had a payment in lieu of taxes agreement been executed between the City and the TEE as required in these Deed Restrictions. The payment payable by an owner shall be a pro-rata portion of the amount due under a payment in lieu of taxes agreement, and shall commence from the date an owner transfers land in the Commerce Park through and including the date a payment in lieu of taxes agreement is executed by and between the City and the TEE. Any payments made by an owner shall be on terms and conditions determined by the City.

If an owner or a TEE fails to issue any payment to the City as required under these Protective Covenants, the City shall have the right to institute any other actions or proceedings as it may have available at law or equity it deems desirable for effectuating the purposes of this section.

If an owner of land in the Commerce Park sells all, or any portion of the land in the Commerce Park, said owner shall require the grantee, as a condition pre-requisite to the completion of the transfer, to assume the owner's responsibilities under these Protective Covenants, and to execute any documents as may be required by the City to complete the assignment.

~~13-14.~~ 14. *Repurchase Rights:*

**Failure to Build:** In the event the owner of land purchased from the City of Appleton does not commence construction of a building within one (1) year after the date of purchase, the City has the option to repurchase said property. The City shall pay the following repurchase price: the sum of the original purchase price and all special assessments which may have been paid by the buyer or levied against the property after the date of purchase minus the sum of any unpaid property taxes, pro-ration of the current years property taxes to date of closing, title insurance policy premium, real estate commission paid at time of original closing, and any liens and encumbrances on the property of a definite or ascertainable amount. Further, repurchase price shall be adjusted by the amount equal to the amount of an option fee for that year had the property been under option between the City and the Buyer. -Conveyance shall be by warranty deed.

**Resale of Vacant Land:** In the event the owner of land purchased from the City of Appleton elects to sell any portion thereof which is vacant, the property shall first be offered, in writing, to the City of Appleton. -The City of Appleton shall have sixty (60) days from date of receipt of such offer to accept or reject repurchase of the property unless an extension of time may be mutually agreed upon and set forth in writing. The purchase price shall be computed as in the paragraph above (Failure to Build). Conveyance shall be by warranty deed. The seller shall furnish a title insurance policy at the seller's expense. In the event the City does not elect to repurchase the property, the owner may sell the land, but these Declarations of Covenants and Restrictions shall run with the land and be binding on the subsequent owner.

~~14-15.~~ 15. *Subdivision of Lots:*

After a lot has been purchased, such lot shall not be further subdivided without the written consent of the Community Development Committee and the Common Council. No owner may sell, lease or rent less than all of the lot without the prior written consent of the Community Development Committee and the Common Council. The Community Development Committee and the Common Council may delegate this approval authority to the ~~Economic Director of Community~~ Development Department ~~designee~~. The foregoing prohibition shall not apply to occupancy leases of space in a building made in the ordinary course of business.

~~15-16.~~ 16. *Waiver of Notice:*

All land sold before major assessable improvements are completed in the ~~business-commerce~~ park site shall be subject to the purchaser's waiving notice of assessments and hearings, and such waiver shall be part of the negotiations.

~~16-17.~~ 17. *Variances:*

Notwithstanding anything contained herein to the contrary, the ~~City of Appleton~~ Community Development Committee, serving as the recommendation body, and the Common Council as the authority expressly reserves the right at any time to authorize in writing variances from the



strict applications of these covenants and restrictions, or any one or more of them, where the circumstances, in its sole and exclusive judgement, justifies the granting of same. Variations must be submitted in writing to the Community Development Director or designee.

17.18. ***Enforcement:***

The Community Development ~~Committee~~Department has the responsibility to ensure compliance with the covenants and restrictions through any and all lawful means. In the event that the owner fails to perform in accordance with these covenants and restrictions, the ~~Common Council~~Community Development Department or designee, upon recommendation of the Community Development Committee, may take whatever corrective measures it deems appropriate and assess the cost thereof against the property in the same manner as a special charge. The ~~Community Development Department~~Common Council shall give at least thirty (30) days notice to the vendee of any violation and the steps required to correct it prior to taking any action to cure such violation.

18.19. ***Invalidation:***

The invalidation of any one of the covenants or restrictions herein set forth or the failure to enforce any of said covenants and restrictions at the time of its violation shall in no way affect any of the other covenants or restrictions nor be deemed a waiver of the right to enforce the same thereafter.

19.20. ***Term:***

Each lot shall be conveyed subject to the covenants and restrictions set forth herein, all of which are to run with the land and shall be binding on all parties and all persons claiming them for a period of thirty (30) years from the date of this Declaration of Covenants and Restrictions is recorded, after which time said covenants and restrictions as are then in force and effect shall be automatically renewed for successive periods of ten (10) years each, unless an instrument terminating such covenants and restrictions is recorded with the Outagamie County Register of Deeds by the Common Council as evidenced by a resolution duly adopted by a majority of all members of the Common Council.



February 6, 2025

**DECLARATION OF COVENANTS AND RESTRICTIONS**

**APPLICABLE TO ALL PROPERTIES SOLD IN  
SOUTHPOINT COMMERCE PARK PLAT NO. 4**

This conveyance is made subject to the following conditions, covenants, and understandings which shall be binding upon the vendee and his/her heirs, successors, and assigns:

1. ***Setbacks:***

- A. *Front Yard:* No building shall be constructed on the site nearer than forty (40) feet of the right-of-way of any public street. In the case of corner lots, both forty (40) foot setbacks will apply.
- B. *Side and Rear Yards:* No building shall be constructed on the site nearer than twenty-five (25) feet of the side and rear lot line

2. ***Land Use:***

Restrictions on Use. The Restricted Parcel shall be developed and used solely for the following purpose and for no other purpose:

- 1. Light Manufacturing;
- 2. Research, development and testing laboratories;
- 3. Wholesaling, warehousing and distribution;
- 4. Office operations only if they are an integral part of and a necessary adjunct to a permitted use;
- 5. Retail sales of products manufactured on site and clearly an accessory use to the primary use of the site and provided on premises sales are limited in floor area to no more than (10) percent of the total gross floor area occupied by the permitted use;
- 6. Other land uses may be considered for approval by the Community Development Committee if a determination is made that the project fits the development objectives of the City. Other considerations must be made in writing and submitted to the Community Development Director or designee.

3. ***Nuisance Factors and Hazards***

- A. In order to protect the interests of all Tenants, no operation shall be conducted which emits offensive or objectionable noise, vibration, smoke, odors, dust, or gases.

Precautions should be taken in all research and other approved operations for radiation, radioactivity, fire and explosion hazards.

- B. No fuel or chemical in-ground or outdoor storage shall be allowed in the Commerce Park.

4. ***Building Standards***

- A. Any principal building erected shall be at least 7,500 square feet in area and have a gross floor area equal to at least 10 percent of the land area.
- B. The maximum ratio of building area (footprint) to total parcel size shall in no event exceed forty (40) percent, exclusive of parking and loading areas. The building footprint, all parking, driveways, and loading areas, when combined, may not exceed seventy (70) percent of the total parcel size.
- C. Buildings shall be designed by an Architect or Engineer. Complete architectural design must be given to all façades of all buildings with all sides and rear elevations being given architectural treatment compatible with the front elevation of the building.
- D. This Commerce Park encourages a variety of architectural styles. However, it is intended that a basic harmony of architecture prevail among the buildings so that no one structure detract from the attractiveness of the overall development.
- E. The front elevation of the building, any elevation facing a street, and externally visible opaque surfaces shall be a minimum of 75% of materials 1-5 (provided, however, that such list shall not be deemed to exclude the use of other accent or exterior trim materials, glass and glazing, and earth berms). The side and rear building elevations that do not face any street shall be a minimum of 25% of materials (1-5). Exception to this requirement would be limited to (1) expandable building side with prior approval from the Site Plan Review Committee.
  - 1. Brick;
  - 2. Architectural precast concrete panels (surface finish to be painted, stained or exposed aggregate). When using concrete panels as an exterior surface the architect should be careful to avoid a monolithic or monotonous appearance and the use of various textures, colors and accents will be encouraged.
  - 3. Decorative face concrete block. When using decorative face concrete block as an exterior surface the architect should be careful to avoid a monolithic or monotonous appearance and the use of different types and textures (split face, fluted, scored or striated) to provide variety and relief will be encouraged.
  - 4. Cut stone;
  - 5. Exterior insulation and finish systems (EIFS), or insulated metal panels with

exterior appearance of dryvit, stucco, or EIFS;

6. Metal panels may be used only in combination with one of the approved materials. Any metal siding proposed for use shall be entirely coated with a color fast, abrasion and corrosion resistant, long life (minimum of 20 years) finish that is resistant to chemicals, withstands temperature extremes, and has a low permeability. Any material utilized to attach the metal siding to the building shall be concealed or the utilization of shadow panels or semi-concealed fastener panels with fasteners painted to match the panels shall be required.
7. Other building materials being developed and to be developed by the construction industry. The use of such materials will be reviewed by the Community Development Committee on a case-by-case basis. These considerations must be made in writing and submitted to the Community Development Director or designee.

- F. Building materials will be selected for their ability to present a visual statement of a building or structure's strength, attractiveness, and permanence. The building materials used shall be harmonious with the natural environment and with the general character of other buildings and structures in the Commerce Park.
- G. Metal trim materials may be used when in keeping with the architectural and aesthetic character of the building or structure.
- H. Accessory structures will be approved by the Community Development Committee. Approval may be granted only if such structures are necessary to the principal use of the building site, are in architectural and aesthetic conformance with other buildings or structures on the site, are properly screened, meet all requirements of these covenants and are otherwise satisfactory to the Community Development Committee at its sole discretion.

5. ***Landscaping:***

- A. ***Landscape Plan:*** The landscaping upon any building site or lot shall be carried out in accordance with a detailed landscaping plan which has been reviewed and approved in writing by the City's Site Plan Review Committee. The landscape plan shall include, but not be limited to, plant location, common and botanical names of plant material, planting size, root condition, and quantity of all plant material. The plan shall show all ground cover and mulch areas, landscape and construction materials, and construction details.
- B. ***Landscaping Methods:*** Landscaping may include grading, earth berms, seeding, sodding, raised planters, architectural decorative walls or fencing, trees and shrubs, ground cover and other landscape materials including permanent sprinkler systems, fountains, storm run-off retention ponds, reflective ponds, and landscape lighting.

- C. *Plant Material*: Selected plant material should provide for a variety of shade trees, evergreen trees, and shrubs, ornamental trees and shrubs and ground covers. Plant material selection shall take into consideration the following:
1. Disease and insect resistance;
  2. Hardiness to the area;
  3. The ability to provide seasonal interest;
  4. Future maintenance considerations;
  5. Ability of plant material to accomplish its intended purpose in each placement.
- D. *Time for Completion*: All landscaping shall be completed within ninety (90) days following occupancy, or as soon thereafter as weather will allow if such period occurs within winter months.
- E. *Maintenance*: The owner shall be responsible for maintaining all landscaping as approved on the original plan for his site. Any variation or changes to the landscape plan must be reviewed and approved in writing by the Site Plan Review Committee. Landscaped areas, materials, fixtures, and improvements shall be maintained by the owner of the building site, or by such owner's long-term lessee(s) in good condition at all times. Such maintenance shall include watering, mowing, trimming, pruning, spraying, fertilizing, repairing, replacement of dead plantings, planting, transplanting, dusting, treating, and other common landscape maintenance activities necessary to keep the building site landscaping in a healthy state of growth and visually attractive in appearance.

If the owner or the owner's assigns fail to maintain the landscaping and site per the approved landscaping plan in this section, the City of Appleton or its Agent may seek an inspection warrant to enter the site and conduct such maintenance and to seek full reimbursement.

6. ***Utility Controls***

All utilities lines shall be located underground where feasible except for high voltage lines. In the event high voltage lines are required, rear locations nearest and parallel with rear lot lines shall be encouraged.

7. ***Parking, Loading***

- A. Off-street parking and loading areas shall be provided on each building site and shall be of sufficient size to accommodate all planned or anticipated parking and loading needs of all site occupants and visitors and comply with the Municipal Code of the City of Appleton (hereafter the "Municipal Code") regarding parking standards.

- B. All truck maneuvering must be confined within the boundaries of the property.
- C. All parking, driveways, and loading areas shall be paved.
- D. Parking shall be permitted within the minimum front yard setback area, however, it shall be located no closer than fifteen (15) feet to the public right-of-way line. Parking shall be setback a minimum of 6' from the side property line.
- E. Truck loading and receiving areas shall occur in the rear of any buildings or structures on any Lot. Truck loading and receiving areas shall be permitted on the side of such building if sufficient visual screening is installed to screen the dock area from the street.
- F. Truck loading and receiving is normally not permitted in the front of such building unless dictated by the site conditions and only if fully screened from the street. In that event, the Community Development Committee shall review and approve the location of the loading dock. The Community Development Committee may assign this review of plans to the Site Plan Review Committee.

8. ***Outdoor Storage:***

No outside storage of any kind shall be permitted unless such stored materials are visually screened from all streets and adjoining properties with a suitable fence, vegetation, berm, or combination thereof approved by the Site Plan Review Committee. Screening shall be attractive in appearance and in keeping with the architectural quality of the main structure. Said storage shall be limited to behind the front line of the building on the property, and within the building setback lines. All refuse containers must be enclosed by a fence of solid material such as will provide a suitable visual screen. No waste material or refuse may be dumped or permitted to remain on any part of the property outside of the buildings. All storage areas shall be paved. Portable storage units, pods, or shipping containers may be used on a temporary basis. Please refer to the Municipal Code for Outdoor Storage regulations.

9. ***Roof Mounted Equipment:***

Roof mounted equipment shall be so located and/or screened and painted to minimize visibility from the street and adjacent owners.

10. ***Signs:***

Identification signs shall be permitted to promote only the name and/or trademark of the owner or tenant of the parcel on which the sign is placed. The signs shall not advertise business services. Signs, lighting, etc., are to be indicated on the final site plan submitted to the Site Plan Review Committee for review.

- 1. Ground signs must be set back a minimum of 10 feet from the right-of-way line and must be a maximum height of eight (8) feet subject to approval by the

Site Plan Review Committee.

2. Signs may not be of unusual size or shape when compared to the improvements situated on the site on which the sign is located.
3. Signs may not be installed above the roof line of a building.
4. Pole signs are prohibited.
5. Signs may not contain or utilize any flashing, blinking, intermittent or moving light as source of illumination.
6. No signs shall be located in or painted on any window.
7. Building signs must comply with the Municipal Code for Sign regulations. Sign permits are issued by the Community Development Department, Inspections Division.

11. ***Maintenance Responsibilities:***

- A. Each owner shall keep its property, all contiguous street right-of-way to the edge of the pavement, and all drainage and easement areas in a well -maintained, safe, clean, and attractive condition at all times. Such maintenance includes, but is not limited to the following:
  1. The removal of all litter, trash, refuse, and wastes;
  2. Compliance with the City's noxious weed control ordinance Section 12-58 of the Municipal Code;
  3. The maintenance of exterior lighting, signs, and mechanical facilities;
  4. The keeping of all exterior building surfaces in a cleaned, well-maintained condition;
  5. The maintenance of all drainage ways including the removal of all debris, weeds, and silt.
- B. The owner of any undeveloped lands shall maintain said lands free of rubbish, noxious weeds, and mosquito breeding pond conditions.

12. ***Site Plan Review:***

Before commencing the construction or alterations of any buildings, additions, enclosures, fences, loading docks, parking facilities, storage yards, or any other structures or permanent improvements on or to the real estate conveyed hereby, the owner shall first submit its building plans, specifications, site and landscape plans, elevations of all sides of the building,

samples of materials proposed for all external surfaces including colors and textures, and an artist's rendering of the project or a scale model to the Site Plan Review Committee in accordance with the Municipal Code. Renderings should show adjacent buildings, landscaping, screening, signs etc.

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Any owner hereby covenants and agrees that as a condition of purchasing land in the Commerce Park from the City of Appleton, said owner shall not enter into any agreement to sell, lease, sub-lease or in any manner transfer all or any portion of owner's land in the Commerce Park to a third party entity that would result in all or any portion of the land use or underlying land in the Commerce Park becoming tax exempt or exempt from local taxation (hereinafter referred to as "Tax Exempt Entity" or "TEE") under Wis. Stats. 70.11 An owner shall prior to, and as a contingency of the sale, lease, sublease or transfer, provide notice to the City and shall require such TEE to enter into a payment in lieu of taxes agreement with the City, whereby such TEE shall contractually agree with the City to make an annual payment in lieu of property taxes to the City equivalent to the gross tax rate that would be imposed by the City if the use of land was not tax exempt. In connection therewith, the City covenants and agrees to enter into the payment in lieu of taxes agreement with a TEE, and to fairly and accurately assess the value of the TEE's interest in the land in the Park.

An owner shall provide the City's Clerk and Director of Community Development or designee with written notification of any sale, lease, sub-lease or transfer of all or any portion of land in the Commerce Park to a TEE not less than thirty (30) calendar days prior to the effective date of the sale, lease, sub-lease or transfer. The thirty (30) day period shall commence the date that the City is in receipt of said notice. If an owner fails to provide notice to the City and sells, leases, sub-leases or transfers all or any portion of land in the Commerce Park to a TEE, then the owner or grantor shall be the party responsible to make payments to the City in the amount that would be required had a payment in lieu of taxes agreement been executed between the City and the TEE as required in these Deed Restrictions. The payment payable by an owner shall be a pro-rata portion of the amount due under a payment in lieu of taxes agreement, and shall commence from the date an owner transfers land in the Commerce Park through and including the date a payment in lieu of taxes agreement is executed by and between the City and the TEE. Any payments made by an owner shall be on terms and conditions determined by the City.

If an owner or a TEE fails to issue any payment to the City as required under these Protective Covenants, the City shall have the right to institute any other actions or proceedings as it may have available at law or equity it deems desirable for effectuating the purposes of this section.

If an owner of land in the Commerce Park sells all, or any portion of the land in the Commerce Park, said owner shall require the grantee, as a condition pre-requisite to the completion of the transfer, to assume the owner's responsibilities under these Protective Covenants, and to execute any documents as may be required by the City to complete the assignment.

14. ***Repurchase Rights:***

**Failure to Build:** In the event the owner of land purchased from the City of Appleton does not commence construction of a building within one (1) year after the date of purchase, the City has the option to repurchase said property. The City shall pay the following repurchase price: the sum of the original purchase price and all special assessments which may have been paid by the buyer or levied against the property after the date of purchase minus the sum of any unpaid property taxes, pro-ratio of the current years property taxes to date of closing, title insurance policy premium, real estate commission paid at time of original closing, and any liens and encumbrances on the property of a definite or ascertainable amount. Further, repurchase price shall be adjusted by the amount equal to the amount of an option fee for that year had the property been under option between the City and the Buyer. Conveyance shall be by warranty deed.

**Resale of Vacant Land:** In the event the owner of land purchased from the City of Appleton elects to sell any portion thereof which is vacant, the property shall first be offered, in writing, to the City of Appleton. The City of Appleton shall have sixty (60) days from date of receipt of such offer to accept or reject repurchase of the property unless an extension of time may be mutually agreed upon and set forth in writing. The purchase price shall be computed as in the paragraph above (Failure to Build). Conveyance shall be by warranty deed. The seller shall furnish a title insurance policy at the seller's expense. In the event the City does not elect to repurchase the property, the owner may sell the land, but these Declarations of Covenants and Restrictions shall run with the land and be binding on the subsequent owner.

15. ***Subdivision of Lots:***

After a lot has been purchased, such lot shall not be further subdivided without the written consent of the Community Development Committee and the Common Council. No owner may sell, lease or rent less than all of the lot without the prior written consent of the Community Development Committee and the Common Council. The Community Development Committee and the Common Council may delegate this approval authority to the Director of Community Development or designee. The foregoing prohibition shall not apply to occupancy leases of space in a building made in the ordinary course of business.

16. ***Waiver of Notice:***

All land sold before major assessable improvements are completed in the commerce park site shall be subject to the purchaser's waiving notice of assessments and hearings, and such waiver shall be part of the negotiations.

17. ***Variances:***

Notwithstanding anything contained herein to the contrary, the Community Development Committee, serving as the recommendation body, and the Common Council as the authority expressly reserves the right at any time to authorize in writing variances from the strict applications of these covenants and restrictions, or any one or more of them, where the circumstances, in its sole and exclusive judgement, justifies the granting of same. Variances must be submitted in writing to the Community Development Director or designee.



18. ***Enforcement:***

The Community Development Department has the responsibility to ensure compliance with the covenants and restrictions through any and all lawful means. In the event that the owner fails to perform in accordance with these covenants and restrictions, the Community Development Department or designee may take whatever corrective measures it deems appropriate and assess the cost thereof against the property in the same manner as a special charge. The Community Development Department shall give at least thirty (30) days notice to the vendee of any violation and the steps required to correct it prior to taking any action to cure such violation.

19. ***Invalidation:***

The invalidation of any one of the covenants or restrictions herein set forth or the failure to enforce any of said covenants and restrictions at the time of its violation shall in no way affect any of the other covenants or restrictions nor be deemed a waiver of the right to enforce the same thereafter.

20. ***Term:***

Each lot shall be conveyed subject to the covenants and restrictions set forth herein, all of which are to run with the land and shall be binding on all parties and all persons claiming them for a period of thirty (30) years from the date of this Declaration of Covenants and Restrictions is recorded, after which time said covenants and restrictions as are then in force and effect shall be automatically renewed for successive periods of ten (10) years each, unless an instrument terminating such covenants and restrictions is recorded with the Outagamie County Register of Deeds by the Common Council as evidenced by a resolution duly adopted by a majority of all members of the Common Council.



# CITY OF APPLETON

## MEMORANDUM

**Date:** February 12, 2025  
**To:** Community Development Committee  
**From:** Kara Homan, AICP, Community Development Director  
Lily Paul, Economic Development Specialist  
**Subject:** Cost Reimbursement Agreement with Thrivent Financial for Lutherans; and Request to Award Contract to Ehlers for TID and Fiscal Consulting Services

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### **Background & Analysis:**

Thrivent recently created a master plan for their campus north of I-41 and west of Ballard Road, involving significant input from the community and coordination with various City departments. Thrivent's master developer, Land by Label, and their consultants have been coordinating with staff as they work to implement their plan. Implementation of their plan has progressed as follows: campus zoning amendments have been approved (see action items [24-0928](#) , [24-0930](#) and [24-0932](#)), design work has commenced for initial phases of development, the site has been branded as Wilden Portfolio Park, and development opportunities are being marketed to potential development partners. We anticipate a preliminary plat for the southern portion of the property will be submitted soon.

The Thrivent development team approached the City about funding needed to support infrastructure and other aspects of the project, in particular via Tax Incremental District (TID) creation / financing. In response to their request, the City determined it was prudent to take a cautious and thorough approach in considering new TID creation and evaluating whether, and to what extent, development incentive may be needed; and how any future TID district creation may be mutually beneficial to the needs of the City and its long term needs.

Given the complexity of the project and need for consultants, the City has negotiated a cost reimbursement agreement with Thrivent, providing funds (an initial \$100,000) for this and other City-consulting services deemed necessary for the evaluation and planning phase of the project. The agreement is structured to fund TID/fiscal consulting and engineering-related consulting services and allows the City to independently hire consultants to represent the City's best interests.

The City issued a Request for Proposal (RFP) related to TID creation and fiscal analysis services. Proposals were solicited in accordance with the City's Procurement and Contract Management Policy. The City received 4 proposals in response to the RFP.

The 4 proposals were evaluated by a Community Development and Finance Department team consisting of Kara Homan, Director of Community Development; Jeri Ohman, Director of Finance; David Kress, Deputy Director of Community Development; and Lily Paul, Economic Development Specialist to shortlist two proposals for interviews.

The two proposals were evaluated and interviewed by the same team as above. The evaluation consisted of internal technical review of their proposal and interview, reference checks, and a follow-up written question and answer.

After internal review and determination of the firm's qualifications and ability to perform the desired work, the evaluation team selected Ehlers in the amount of \$14,000 for TID creation and further fiscal analysis services (such as for pro forma review and developer negotiations) will be billed at a rate of \$325 per hour. This project has the potential to exceed \$25,000. Thrivent will reimburse the City for all expenses related to this contract. A cost reimbursement agreement must be approved by Common Council and signed before agreements with Ehlers are signed.

Per the City's organizational structure and procurement policies, contracts for services in excess of \$25,000 by the Community Development Department fall under the jurisdiction of the Community Development Committee (CDC) for review and recommendation to Common Council for final award.

A related budget amendment will be considered by the Finance Committee pertaining to accepting the \$100,000 in funding from Thrivent for consulting per the cost reimbursement agreement.

## **RECOMMENDATION**

Staff recommends the following:

- Action Item #1 (25-0064): Approval of a cost reimbursement agreement with Thrivent Financial for Lutherans, for an initial amount of \$100,000.
- Action Item #2 (25-0046): Approval to award a contract to Ehlers in an amount of \$14,000 for TID creation services, and \$325/hour for fiscal consulting services, conditioned on approval of the cost reimbursement agreement with Thrivent Financial for Lutherans.

## Project Cost

Ehlers proposes to complete the TID Creation in three phases for a total cost of \$14,000. The further fiscal analysis for the optional pro forma review and developer negotiations will be billed to the City at a rate of \$325 per hour.

JANUARY 10, 2025

PROPOSAL TO PROVIDE A TAX INCREMENTAL  
DISTRICT CREATION FOR:

# The City of Appleton, Wisconsin



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Ehlers  
N19W24400 Riverwood Drive, Suite 100  
Waukesha, WI 53188

Municipal Advisor Registration Number: K0165  
SEC CIK Number: 0001604197

[ehlers-inc.com](http://ehlers-inc.com)

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## EHLERS' ADVISORS:

**Greg Johnson**

Senior Municipal Advisor  
gjohnson@ehlers-inc.com  
262-796-6168

**Todd Taves**

Senior Municipal Advisor  
ttaves@ehlers-inc.com  
262-796-6173

**Schane Rudlang**

Municipal Advisor  
srudlang@ehlers-inc.com  
651-697-8527

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# CITY OF APPLETON

**Community Development**  
Economic Development  
100 N. Appleton Street  
Appleton, WI 54911  
p: 920.832.6487  
[www.appletonwi.gov](http://www.appletonwi.gov)

January 3, 2025

Re: ADDENDUM #1 to Request for Proposals – City of Appleton, Thrivent Development  
– Tax Incremental District Creation

Dear Proposer,

Attached is Addendum #1 answering questions that were received about the proposal for the City of Appleton, Thrivent Development Tax Incremental District Creation RFP dated December 16, 2024, **please acknowledge receipt of this Addendum by completing the information below and include this completed signature page within the submittal proposal.**

Vendor Name: Ehlers

Name & Title of Vendor’s Authorized

Official: Greg Johnson | Senior Municipal Advisor

Signature: 

Date: January 10, 2025

City of Appleton Request for Proposal  
Thrivent Development – Tax Incremental District Creation



January 10, 2025

Ms. Lily Paul  
Economic Development Specialist  
100 N. Appleton Street  
Appleton, WI 54911-4799

**Re: Proposal to Provide a Tax Incremental District Creation for the City of Appleton, Wisconsin**

Dear Ms. Paul,

Ehlers is excited to present this proposal to provide a tax incremental district (TID) creation for the City of Appleton. After a thorough review of the RFP, We believe our market-leading TID experience, previous TID work with the City, and unique project approach provide a compelling relationship option for the City to consider.

**Founded in Minnesota in 1955**, Ehlers consists of more than 85 advisors, financial specialists, analysts and client support staff. Ehlers is an S-Corporation, 100% employee-owned by all staff members with at least one year of service. We are headquartered in Roseville, Minnesota with a fully-staffed office in Waukesha, Wisconsin.

As an independent municipal advisor, Ehlers helps public sector clients build outstanding places to live, work, learn and play by delivering focused, fully-integrated municipal financial advisory services. We build strong, long-lasting client relationships - working directly and collaboratively with your staff - to complete projects and drive initiatives forward. We leverage decades of industry experience, deep market and community knowledge, and our unique team-based approach to successfully guide clients through all facets of public finance.

**Our services include:**



**We believe the following factors set our team apart from competing firms:**

**Expertise.** Serving clients across upper Midwest, Ehlers has a team of 21 Wisconsin-based advisors and consultants dedicated to the specialized work of creating tax incremental finance districts, negotiating with developers, and implementing the financing plans that drive these critical projects forward. **Since 2019, Ehlers has advised on approximately 50% of all TID creations and amendments in the state of Wisconsin, a statistic no other firm can claim. In addition, Ehlers has had the privilege of collaborating with the City on several TID creations, which affords us strong insights into Appleton’s unique financial landscape and development needs.** As a registered Municipal Advisor with the Securities and Exchange Commission, within the project plan Ehlers can provide the City with advice on the structuring of any debt obligations needed to finance TIF projects, which a non-registered firm cannot provide.

**Accessible Team Players.** We are responsive to our clients by meeting short deadlines and assigning more than one Municipal Advisor to each client to ensure we meet their needs. Our process is flexible, which helps avoid delays and facilitates decision-making.

**Client-First Values.** Ehlers prides itself on transparent communication, proactive service, and an unwavering dedication to deploying client resources most efficiently and effectively. Ultimately, we will provide the City with ongoing dialogue and idea-sharing, independent analysis, customized water rate options, and a competitive, value-oriented fee structure.

Thank you for including us in this RFP process. We appreciate your consideration and look forward to discussing how Ehlers can even better the City of Appleton.

Respectfully submitted,



**Greg Johnson**  
Senior Municipal Advisor  
gjohnson@ehlers-inc.com  
262-796-6168



**Todd Taves**  
Senior Municipal Advisor  
ttaves@ehlers-inc.com  
262-796-6173



**Schane Rudlang**  
Municipal Advisor  
srudlang@ehlers-inc.com  
262-697-8527



# Proposal Narrative

## Description of Proposed Project & Familiarity with the City of Appleton

The proposed Thrivent Master Plan contains office, various forms of newly platted residential development, and commercial uses. **Section 66.1105(2)(f)3** of the Wisconsin TIF Statutes states newly platted residential development can only occur within mixed use TIF districts where one of the following applies:

- A. The density of the residential housing is at least 3 units per acre.
- B. The residential housing is located in a conservation subdivision, as defined in **66.1027 (1) (a)**.
- C. The residential housing is located in a traditional neighborhood development, as defined in **66.1027 (1) (c)**.

Newly platted residential development can only comprise up to 35% of the gross area of a mixed use district. Other criteria for a mixed use district include at least 50% of the district area must be suitable for some combination of residential, commercial, and industrial uses (2 out of 3 land uses required).

The proposed Thrivent Master Plan includes proposed land uses suitable for a mixed use TIF district. Based on the overall site acreage of 580.8 acres the proposed residential uses (Townhomes, multi-family, single family lots, TND 1/8 acre lots, and Garden Style apartments) maximize the allowable newly platted residential development. The proposed office commercial, and “mixed use” development will need to comprise at least 50% of the total area of the district.

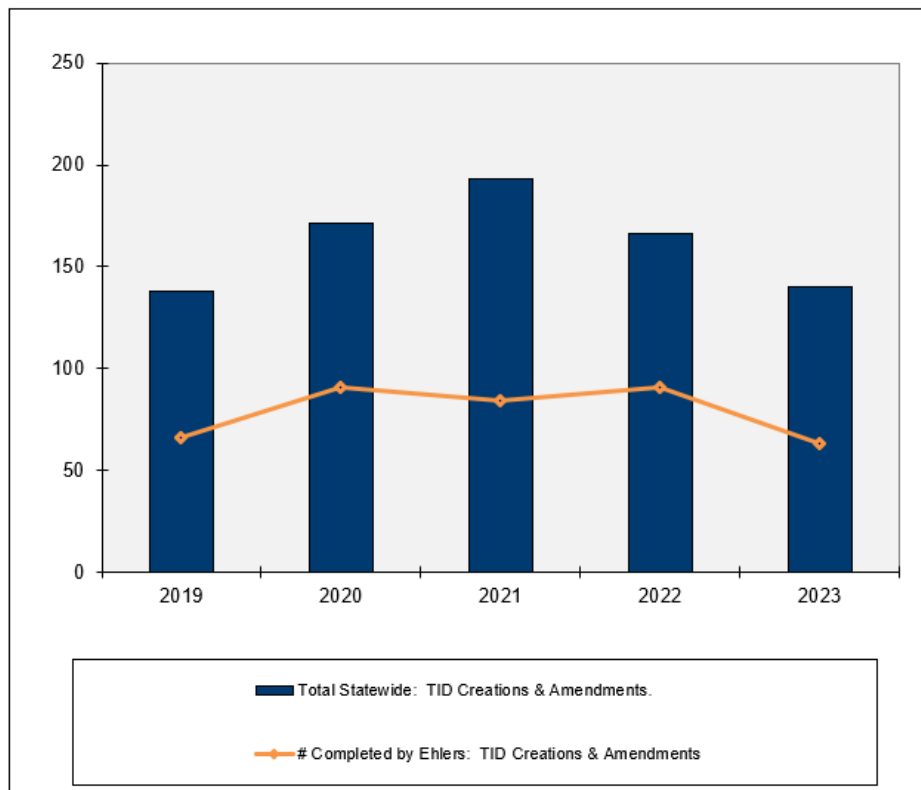
As part of our Phase 1 feasibility analysis, Ehlers will propose strategies to ensure the district boundary follows statutory requirements. Also, different absorption rates should be modeled to evaluate tax increment generated from the Master Plan to determine if increment is sufficient to support the proposed investment of TID funds.

Ehlers has assisted the City of Appleton with TIF project plans previously. In 2020, Ehlers prepared a project plan and boundary amendment for TID #11. In 2023, Ehlers worked for Valley Transit and Appleton, to develop a theoretical proforma and TIF estimate for a multifamily housing development integrated with the Regional Multimodal Joint Development Transit Center in Appleton.

## Firm Experience with Similar Areas of Expertise

Ehlers brings decades of collective experience creating, managing and amending TIDs for our clients. As we mentioned in our Executive Summary, since 2019 Ehlers has advised on approximately 50% of all TID creations and amendments in the state of Wisconsin, as represented in the below graphic:

5 YEAR HISTORY	2019	2020	2021	2022	2023
Total Statewide: TID Creations & Amendments.	138	171	193	166	140
# Completed by Ehlers: TID Creations & Amendments	66	91	84	91	63
Percentage	47.83%	53.22%	43.52%	54.82%	45.00%



Volume aside, we believe our qualifications are best demonstrated by our performance on similar projects, as illustrated by the following case studies. We invite you to contact the references we’ve included along with them.

**City of Oshkosh, Wisconsin  
Length of Relationship: 2010 - Present**

**RECENT TID PROJECT HIGHLIGHTS:**

In 2022, the City solicited proposals for redevelopment of a 14-acre municipally owned site located on the Fox River in its downtown Sawdust District. The City selected T. Wall as the preferred developer and engaged Ehlers to review the developer's request for TIF assistance, and to create the Tax Incremental District for the project. Ehlers has served as the City's Municipal Advisor since 2010 and has created sixteen of the City's active districts. The project included construction of 291 units of market rate multifamily housing with 21,800 sq. ft. of first floor retail space and various on-site amenities. The developer requested TIF payments totaling \$27.7 million over the life of the District. Based on Ehlers review of the developer's sources and uses, financing and project cashflow projections, we recommended a maximum incentive totaling \$20 million in payments which the developer agreed to. The TID was subsequently created, and the project, referred to as the "Mill on Main" broke ground this fall with Phase I scheduled for completion by 2026. The project, once complete, will add approximately \$48 million in value to the City's tax base.

**REFERENCE:**

**Kelly Nieforth**  
**Community Development Director**  
215 Church Avenue  
P.O. Box 1130  
Oshkosh, WI 54903  
920-236-5055  
[knieforth@oshkoshwi.gov](mailto:knieforth@oshkoshwi.gov)

**Village of Mount Pleasant, Wisconsin  
Length of Relationship: 2006 - Present****RECENT TID PROJECT HIGHLIGHTS:**

Ehlers has served as the Village's Municipal Advisor since 2006 and has created all seven of the Village's active districts to include TID No. 5, the location of the Microsoft data center project. In 2022, Ehlers assisted the Village with creation of TID No. 7, a 510-acre mixed use district focused on development of new housing to meet needs in the community. Since the TID's creation, Ehlers has assisted with the review of TIF assistance requests and negotiations for the following residential development projects:

- » "Leo Living", a 374-unit moderate density rental residential development on a 49 acre site being developed by Advenir Oakley Capital LLC.
- » The "Seasons at Spring Street", a 320-unit market rate apartment multi-family project being developed by Fiduciary Real Estate Development.
- » The "Springs at Mount Pleasant", a 280-unit market rate apartment multi-family project being developed by Continental Properties.

In addition to the nearly 1000 residential units that have been approved for development, TID 7 will be the site for the new headquarters of Educators Credit Union. The Village also expects additional commercial, industrial and residential development to occur within the TID.

**REFERENCE:**

**Samuel Schultz, AICP, CNU-A**  
**Community Development Director**  
8811 Campus Drive  
Mount Pleasant, WI 53406  
414-882-1705  
[sschultz@mtpleasantwi.gov](mailto:sschultz@mtpleasantwi.gov)

## The City of Cudahy, Wisconsin Length of Relationship: 1995 - Present

### RECENT TID PROJECT AND FISCAL STUDIES HIGHLIGHTS:

Ehlers has served as the City's Municipal Advisor since the early 1990's. Ehlers has created all eight of the City's TIF districts, which includes two Environmental TIF Districts. In 2024, Ehlers assisted the City with creation of TID No. 6, a Rehabilitation or Conservation District located at E. Squire Avenue and Packard Avenue. The district was created to facilitate development of "The Scoot", an 80 unit multi-family market rate apartment complex featuring a clubroom, roof deck, fitness center, co-working space, and 4,100 square feet of commercial space to be developed by Land by Label LLC.

Ehlers also assisted the City with a developer proforma review and developer agreement negotiation for the project. Based on Ehlers review of the developer's sources and uses, financing and project cashflow projections, we recommended a maximum incentive totaling \$4,050,000. The developer agreement contained several security provisions including a letter of credit that is reduced and terminated once tax increment achieves defined milestones, required a shortfall payment while debt remains outstanding, and provided the ability to levy a special assessment or special charge.

### REFERENCE:

**Tom Pavlic**

**Mayor**

5050 S. Lake Drive

Cudahy, WI 53110

414-769-2222

[thomasp@cudahy-wi.gov](mailto:thomasp@cudahy-wi.gov)

## Consulting Team Structure

Ehlers will serve as the lead advisory firm responsible for all aspects of this engagement. We do not intend to subcontract any of the required work. Greg Johnson will be the City’s primary contact and project manager, with Todd Taves serving as the back-up municipal advisor. Schane Rudlang will provide proforma analysis, if needed. The team structure will be as follows:

### MUNICIPAL ADVISORS

#### **Greg Johnson**

Senior Municipal Advisor  
*Primary Contact, TID Creation, Developer  
Negotiations*

#### **Todd Taves**

Senior Municipal Advisor  
*TID Creation, Project Support*

#### **Schane Rudlang**

Municipal Advisor  
*Pro forma Analysis*

Professional biographies for each team member follow below. All assigned staff are readily available to commence work for the City.



#### **Greg Johnson** **Senior Municipal Advisor**

Greg is a Senior Municipal Advisor with our Wisconsin Municipal Finance team. He guides local governments and public agencies in the design and implementation of financial solutions that empower communities to advance their critical missions. Prior to joining Ehlers in 2005, Greg worked in municipal government as an administrator in Kansas, Illinois and Wisconsin. Clients depend on Greg for his ability to comprehensively analyze their financial landscapes and construct innovative debt issuance and economic development programs.



**Todd Taves**  
**Senior Municipal Advisor**

Todd is a Senior Municipal Advisor on our Wisconsin Municipal Finance team. He joined Ehlers in 2003 after serving eight years as the Administrator for the Village of Bellevue. He previously held positions with the Waukesha Housing Authority and the Village of Sussex. Todd’s previous experience gives him a first-hand understanding of how local governments operate and the challenges they face, along with an ability to relate with staff and officials on a more personal level. These insights all help him craft recommendations and plans tailored to his clients’ specific circumstances and needs.



**Schane Rudlang**  
**Municipal Advisor**

Schane serves as a Municipal Advisor on our Minnesota Municipal Finance team where he primarily assists Ehlers’ clients with their Economic Development and Redevelopment initiatives. Prior to joining the firm, Schane spent 11 years as Bloomington’s Port Authority Administrator, leading over \$1.3 billion in public and private investment in the South Loop District. His work included multiple Mall of America expansions, housing and hotel projects, business expansion and retention initiatives, and efforts to bring a World’s Fair back to the United States in Minnesota. He also was the primary contact for Bloomington’s legislative policies, working with lobbyists, policy experts and also testifying at legislative hearings.

## Project Approach & Detailed Work Plan

The project team proposes to undertake the following steps for the TIF District Creation scope. Our approach is flexible and has proven to deliver the information, recommendations, and facilitated discussions essential to creating a TIF with confidence and accuracy.

### Phase I: Feasibility Analysis

The purpose of Phase I is to determine whether the TID is a statutorily and economically feasible option to achieve the City's objectives. This phase begins upon your authorization of this engagement and ends on completion and delivery of a feasibility analysis report. As part of Phase I services, Ehlers will:

- » Consult with appropriate City officials to identify the City's objectives for the TID
- » Provide feedback as to the appropriateness of using Tax Incremental Financing in the context of the "but for" test
- » Identify preliminary boundaries and gather parcel data from City. Determine compliance with the following statutory requirements as applicable:
  - \* Equalized Value test
  - \* Purpose test (industrial, mixed use, blighted area, in need of rehabilitation or conservation, or environmental remediation)
  - \* Newly-platted residential land use test for mix-use districts
- » Prepare feasibility analysis report. The report will include the following information, as applicable:
  - \* Identification of the type or types of districts that may be created
  - \* A description of the type, maximum life, expenditure period and other features corresponding to the type of district proposed
  - \* A summary of the development assumptions used with respect to timing of construction and projected values
  - \* Projections of tax increment revenue collections to include annual and cumulative present value calculations
  - \* Qualification of the district as a donor or recipient of shared increment, and projected impact of any allocations of shared increment
  - \* If debt financing is anticipated, a summary of the sizing, structure, and timing of proposed debt issues
  - \* A cash flow pro forma reflecting annual and cumulative district fund balances and projected year of closure
  - \* Identification of how the creation date may affect the district's valuation date, the base value, compliance with the equalized value test, and the ability to capture current year construction values and changes in economic value



SECTION B: PROPOSAL NARRATIVE

- \* When warranted, evaluate, and compare options with respect to boundaries, type of district, project costs and development levels
- \* Provide guidance on district design within statutory limits to creatively achieve as many of the City’s objectives as possible and will provide liaison with State Department of Revenue as needed in the technical evaluation of options
- » Present the results of the feasibility analysis to the City’s staff, Plan Commission, or governing body

**Phase II: Project Plan Development & Approval**

If the City elects to proceed following the completion of the feasibility analysis, the project will move to Phase II. This phase includes preparation of the Project Plan, and consideration by the Plan Commission<sup>1</sup>, governing body, and the Joint Review Board. This phase begins after receiving notification from the City to proceed and ends after the Joint Review Board acts on the TID creation. As part of Phase II services, Ehlers will:

- » Prepare a draft Project Plan that includes all statutorily required components (based on the goals and objectives identified in Phase I)
- » Coordinate with your staff, engineer, planner or other designated party to obtain a map of the proposed boundaries of the district, a map showing existing uses and conditions of real property within the district, and a map showing proposed improvements and uses in the district
- » Submit an electronic version of the draft Project Plan for initial review and comment
- » Coordinate with City staff to confirm dates and times for the meetings indicated within the below table. Ehlers will ensure that selected dates meet all statutory timing requirements and will provide documentation and notices as indicated.

Meeting	Ehlers Responsibility	City Responsibility
Initial Joint Review Board	<ul style="list-style-type: none"> <li>» Prepare Notice of Meeting and transmit to City’s designated paper.</li> <li>» Mail meeting notice, informational materials, and draft Project Plan to overlapping taxing jurisdictions.</li> <li>» Provide agenda language to City.</li> <li>» Attend meeting to present draft Project Plan.</li> </ul>	<ul style="list-style-type: none"> <li>» Post or publish agenda and provide notification as required by the Wisconsin Open Records Law.</li> <li>» Prepare meeting minutes.</li> <li>» Designate City Joint Review Board representative.</li> <li>» Identify and recommend Public Joint Review Board representative for appointment.</li> </ul>

<sup>1</sup> If City has created a Redevelopment Authority or a Community Development Authority, that body may fulfill the statutory requirements of the Plan Commission related to creation or amendment of the district.

SECTION B: PROPOSAL NARRATIVE

Plan Commission Public Hearing	<ul style="list-style-type: none"> <li>» Prepare Notice of Public Hearing and transmit to City’s designated paper.</li> </ul>	<ul style="list-style-type: none"> <li>» Post or publish agenda and provide notification as required by the Wisconsin Open Records Law.</li> </ul>
Plan Commission Public Hearing	<ul style="list-style-type: none"> <li>» For blighted area districts and in need of rehabilitation or conservation districts, provide a format for the required individual property owner notification letters.</li> <li>» Attend hearing to present draft Project Plan.</li> </ul>	<ul style="list-style-type: none"> <li>» Prepare and mail individual property owner notices (only for districts created as blighted area, or in need of rehabilitation or conservation).</li> <li>» Prepare meeting minutes.</li> </ul>
Plan Commission	<ul style="list-style-type: none"> <li>» Provide agenda language to City.</li> <li>» Attend meeting to present draft Project Plan.</li> <li>» Provide approval resolution for Plan Commission consideration.</li> </ul>	<ul style="list-style-type: none"> <li>» Post or publish agenda and provide notification as required by the Wisconsin Open Records Law.</li> <li>» Distribute Project Plan &amp; resolution to Plan Commission members in advance of meeting.</li> <li>» Prepare meeting minutes.</li> </ul>
Governing Body Action	<ul style="list-style-type: none"> <li>» Provide agenda language to City.</li> <li>» Attend meeting to present draft Project Plan.</li> <li>» Provide approval resolution for governing body consideration.</li> </ul>	<ul style="list-style-type: none"> <li>» Post or publish agenda and provide notification as required by the Wisconsin Open Records Law.</li> <li>» Provide Project Plan &amp; resolution to governing body members in advance of meeting.</li> <li>» Prepare meeting minutes.</li> </ul>

<p>Joint Review Board Action</p>	<ul style="list-style-type: none"> <li>» Mail meeting notice and copy of final Project Plan to overlapping taxing jurisdictions.</li> <li>» Prepare Notice of Meeting and transmit to City’s designated paper.</li> <li>» Provide agenda language to City.</li> <li>» Attend meeting to present final Project Plan.</li> <li>» Provide approval resolution for Joint Review Board consideration.</li> </ul>	<ul style="list-style-type: none"> <li>» Post or publish agenda and provide notification as required by the Wisconsin Open Records Law.</li> <li>» Prepare meeting minutes.</li> </ul>
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- » Provide drafts of the Project Plan and related documents in sufficient quantity for the City’s staff, Plan Commission, governing body and Joint Review Board members
- » Provide advice and updated analysis on the impact of any changes made to the Project Plan throughout the approval process

### Phase III: State Submittal

This phase includes final review of all file documents, preparation of filing forms, and submission of the base year or amendment packet to the Department of Revenue. This phase begins following approval of the district by the Joint Review Board and ends with the submission of the base year packet. As part of Phase III services, Ehlers will:

- » Coordinate with City’s assessor and other staff as necessary to obtain parcel valuations, parcel data and other information needed for preparation of the State forms that must be filed as part of the base year or amendment packet
- » Assemble and submit to the Department of Revenue the required base year or amendment packet to include a final Project Plan document containing all required elements and information
- » Provide the City with an electronic copy of the final Project Plan (and up to 15 bound hard copies if desired)
- » Provide the municipal Clerk with a complete electronic and/or hard copy transcript of all materials as submitted to the Department of Revenue for certification
- » Act as a liaison between the City and the Department of Revenue during the certification process in the event any questions or discrepancies arise

## Proforma Review & Developer Negotiations (*if requested*)

If the City requests, Ehlers will:

- » **Review developer’s data and back-up materials.** Ehlers will compile and conduct analysis on the Developer’s proposed work. Prior to beginning our analysis, we will require the following materials from the Developer:
  - \* Description of structure of public assistance needed and a narrative for why it is being requested
  - \* A live Excel version of the Developer’s proforma template including property tax projections and anticipated financial returns
    - Backup documentation for:
    - Construction costs
    - Any proposed commercial tenants, rents and pass-throughs
    - Any developer financing related to the Project and specific terms
  - \* “As is” appraisal for Project Site, Purchase and Sale Agreement, or other backup for the purchase price
  - \* Project specs including square footage of all commercial/residential space and gross square footage for the Project
  - \* Site plan and conceptual elevations
  - \* A GANTT Chart or proposed timeline for Project completion and lease-up, if necessary
- » **Conduct analysis on the Project proforma, both with public assistance and without it.** Ehlers will review the developer’s projected revenues and expenses associated with the ongoing operation of the completed Project as compared to Ehlers’ model and assumptions utilizing industry resources, such as CoStar, RS Means, as well as local market expertise. Ehlers will prepare other alternate scenarios to provide the City a reasonable expectation of the developer’s projected returns within market ranges, and any associated risks for the City
- » **Estimate City revenues from TIF or other sources.** Ehlers will build a cash flow model from the proposed Project that may support financing the developer’s “gap,” if any, and compare to the developer’s numbers. Ehlers will examine whether these revenues are appropriate to fill the “gap,” if any. Ehlers will review and provide feedback on whether any of the developer’s Project costs are eligible expenses under state statutes. Finally, Ehlers will identify options for financing any needed City portion of the Project, if necessary
- » **Prepare a summary report for the City.** The report will summarize the results of our analysis and make recommendations as appropriate to the City. Ehlers will conduct a conference call with City’s staff to discuss the analysis, potential costs and benefits of the Project and review any additional feedback from the City prior to the final report
- » **Participate in Developer Negotiations, as requested by the City.** As needed, Ehlers will participate with the City’s negotiating team in developer negotiations to create or review term sheets, development or redevelopment agreements, and financing options. If needed, Ehlers staff will provide support to the City in discussions and developing iterations of a Development Agreement. The final agreement is subject to City’s attorney approval

## SECTION B: PROPOSAL NARRATIVE

Based on the financial analysis outlined above, Ehlers will make recommendations to the City on possible incentives or assistance to Developer, and the use of “Look Back” provisions in the Development Agreement, so that if the Project is more successful than originally projected when submitting a TIF requested, the Developer assistance is adjusted accordingly.

If warranted, Ehlers will conduct further analysis, modeling and “what-if” scenarios as part of this engagement. The Ehlers team assigned to the City is available for questions and encourages as much collaboration as possible.

### **Project Timeline**

Ehlers will complete the phased scope of services according to the following schedule

<b>Phase</b>	<b>Work Completed</b>	<b>Timeline</b>
Phase I	TID Feasibility Analysis	February - July 2025
Phase II	TID Project Plan Development & District Creation	May - July 2025
Phase III	District Certification by DOR	After October 31, 2025



# CITY OF APPLETON

## MEMORANDUM

**Date:** February 12, 2025  
**To:** Community Development Committee  
**From:** Kara Homan, AICP, Community Development Director  
Lily Paul, Economic Development Specialist  
**Subject:** Cost Reimbursement Agreement with Thrivent Financial for Lutherans; and Request to Award Contract to Ehlers for TID and Fiscal Consulting Services

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### **Background & Analysis:**

Thrivent recently created a master plan for their campus north of I-41 and west of Ballard Road, involving significant input from the community and coordination with various City departments. Thrivent's master developer, Land by Label, and their consultants have been coordinating with staff as they work to implement their plan. Implementation of their plan has progressed as follows: campus zoning amendments have been approved (see action items [24-0928](#) , [24-0930](#) and [24-0932](#)), design work has commenced for initial phases of development, the site has been branded as Wilden Portfolio Park, and development opportunities are being marketed to potential development partners. We anticipate a preliminary plat for the southern portion of the property will be submitted soon.

The Thrivent development team approached the City about funding needed to support infrastructure and other aspects of the project, in particular via Tax Incremental District (TID) creation / financing. In response to their request, the City determined it was prudent to take a cautious and thorough approach in considering new TID creation and evaluating whether, and to what extent, development incentive may be needed; and how any future TID district creation may be mutually beneficial to the needs of the City and its long term needs.

Given the complexity of the project and need for consultants, the City has negotiated a cost reimbursement agreement with Thrivent, providing funds (an initial \$100,000) for this and other City-consulting services deemed necessary for the evaluation and planning phase of the project. The agreement is structured to fund TID/fiscal consulting and engineering-related consulting services and allows the City to independently hire consultants to represent the City's best interests.

The City issued a Request for Proposal (RFP) related to TID creation and fiscal analysis services. Proposals were solicited in accordance with the City's Procurement and Contract Management Policy. The City received 4 proposals in response to the RFP.

The 4 proposals were evaluated by a Community Development and Finance Department team consisting of Kara Homan, Director of Community Development; Jeri Ohman, Director of Finance; David Kress, Deputy Director of Community Development; and Lily Paul, Economic Development Specialist to shortlist two proposals for interviews.

The two proposals were evaluated and interviewed by the same team as above. The evaluation consisted of internal technical review of their proposal and interview, reference checks, and a follow-up written question and answer.

After internal review and determination of the firm's qualifications and ability to perform the desired work, the evaluation team selected Ehlers in the amount of \$14,000 for TID creation and further fiscal analysis services (such as for pro forma review and developer negotiations) will be billed at a rate of \$325 per hour. This project has the potential to exceed \$25,000. Thrivent will reimburse the City for all expenses related to this contract. A cost reimbursement agreement must be approved by Common Council and signed before agreements with Ehlers are signed.

Per the City's organizational structure and procurement policies, contracts for services in excess of \$25,000 by the Community Development Department fall under the jurisdiction of the Community Development Committee (CDC) for review and recommendation to Common Council for final award.

A related budget amendment will be considered by the Finance Committee pertaining to accepting the \$100,000 in funding from Thrivent for consulting per the cost reimbursement agreement.

## **RECOMMENDATION**

Staff recommends the following:

- Action Item #1 (25-0064): Approval of a cost reimbursement agreement with Thrivent Financial for Lutherans, for an initial amount of \$100,000.
- Action Item #2 (25-0046): Approval to award a contract to Ehlers in an amount of \$14,000 for TID creation services, and \$325/hour for fiscal consulting services, conditioned on approval of the cost reimbursement agreement with Thrivent Financial for Lutherans.

## CITY REIMBURSEMENT AGREEMENT

This CITY REIMBURSEMENT AGREEMENT (“**Agreement**”) is made and entered into as of \_\_\_\_\_, 2025 (the “**Effective Date**”), by and between **THRIVENT FINANCIAL FOR LUTHERANS, a Wisconsin corporation**, its successors and assigns (“**Thrivent**”), and **THE CITY OF APPLETON, WISCONSIN**, a Wisconsin municipal corporation (“**City**”).

### WITNESSETH THAT:

**WHEREAS**, Thrivent proposes to engage the City in a discussion and negotiation regarding the creation of a tax increment district (the “**TID**”) and corresponding development agreement to facilitate the redevelopment of Thrivent’s office campus (the “**Project**”) located at the northwest corner of I-41 and Ballard Road (the “**Property**”);

**WHEREAS**, as a result of the Project, the City may retain third-party consultants (the “**Consultants**”) to analyze, review and comment upon certain other aspects of the Project and perform other services solely on the City’s behalf; and

**WHEREAS**, Thrivent acknowledges it is responsible to pay the City’s costs and expenses for the Consultants rather than impose the costs and expenses directly upon the City taxpayers and residents.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are all hereby acknowledged by each of the parties, the parties agree as follows:

1. **Consultant Fees**. Thrivent will pay the City any and all reasonable fees, costs and expenses charged by the Consultants and incurred by the City in connection with the matters identified in (i)-(iii) below (collectively the “**Consultant Fees**”) from September 1, 2024 until the earlier of: (a) execution of a binding development and/or financing agreement related to the TID or (b) either party’s termination of negotiations related to the TID. The Consultant Fees shall not exceed \$100,000.00 (“**Fee Ceiling**”) without the prior written approval of Thrivent. The Consultant Fees shall include costs incurred by the City in drafting, reviewing, or approving any of the following:
  - i. Plans and specifications for public bicycle and pedestrian facilities.
  - ii. Plans and specifications for storm water and flood control facilities.
  - iii. Feasibility and Financial analysis related to TID creation and tax increment financing for portions of the Project.
  - iv. With prior written notice to Thrivent, other Project work of Consultants required by City Ordinance or Policy.
2. **Payment Terms**. Thrivent shall guarantee reimbursement of the Consultant Fees by depositing with the City Clerk cash or a cashier's check payable to the City in the amount of \$100,000 (the “**Deposit**”). The City shall pay all Consultant Fees from the Deposit. If Thrivent approves exceeding the Fee Ceiling, then Thrivent shall provide the City with an



additional deposit (“**Additional Deposit**”) in an amount mutually agreed to by the parties, which shall be used by the City to continue to pay Consultant Fees in accordance with the terms of this Agreement. The Deposit plus the Additional Deposit shall become the new aggregate Fee Ceiling hereunder. Any unused funds on deposit with the City shall be promptly returned to Thrivent upon the termination of this Agreement; and upon termination of this Agreement, Thrivent waives any claim for reimbursement of Consultant Fees previously disbursed pursuant to this Agreement. The City shall provide Thrivent with an accounting of such Consultant Fees as incurred by the City upon request by Thrivent.

3. **Conflict.** If the terms and provisions of this Agreement conflict with any ordinance of the City the terms and provisions of this Agreement shall supersede and control over any other terms and provisions.
4. **Representation of City Only.** Thrivent acknowledges and agrees that the Consultants solely represent the City and the City’s interests and does not represent the interests of Thrivent.
5. **Applicable Law.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Wisconsin.
6. **Waiver.** Failure of either Thrivent or the City to exercise any right given hereunder or to insist upon strict compliance with regard to any term, condition or covenant specified herein, shall not constitute a waiver of either party’s right to exercise such right or to demand strict compliance with any term, condition or covenant under this Agreement.
7. **Counterparts.** This Agreement may be signed in multiple counterparts which, when taken together, shall constitute one and the same document. An executed Agreement transmitted by facsimile machine or electronic mail shall be treated in all manner and respects as an original document and the signature of any party upon an Agreement transmitted by facsimile or electronic mail shall be considered an original signature.
8. **Captions.** All captions, headings, section and subsection numbers and letters are solely for reference purposes and shall not be deemed to be supplementing, limiting, or otherwise varying the test of this Agreement.
9. **Severability.** In the event any section of this Agreement shall be deemed to be invalid or unenforceable, this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted and shall otherwise remain in full force and effect.
10. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties with respect to the reimbursement by Thrivent to the City of the Consultant Fees and is binding upon and shall inure to the benefit of Thrivent and the City, their respective successors, legal representatives and assigns.

*[Remainder of Page Intentionally Blank]*

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date and year first above written.

**THRIVENT FINANCIAL FOR LUTHERANS:**

By: \_\_\_\_\_  
Eric Merriman  
Director, Real Estate

**CITY OF APPLETON**

By: \_\_\_\_\_  
Jacob A. Woodford, Mayor

By: \_\_\_\_\_  
Kami Lynch, City Clerk

Provision has been made to pay the liability that will accrue under this contract.

\_\_\_\_\_  
Jeri A. Ohman, Finance Director

Approved as to form:

\_\_\_\_\_  
Christopher R. Behrens, City Attorney



# CITY OF APPLETON

**To:** Utilities Committee

**From:** Laura Jungwirth, Director of Public Works  
Nate Loper, Deputy Director of Public Works

**Date:** January 20, 2025

**Re:** Award Ash Tree Removal Contract to Foley's Tree Service, LLC in an amount not to exceed \$425,000

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The Department of Public Works recommends award of the 2025 Ash Tree Removal Contract to Foley's Tree Service, LLC in an amount not to exceed \$425,000.

In December 2024 a Request for Proposals (RFP) was sent to six tree removal companies for removal of 900 ash trees. Four companies responded to the RFP and City staff evaluated these proposals based upon professional qualifications, quality assurance and competitive pricing.

Work under this contract includes the following:

- Removal of dead, dying or affected trees by the emerald ash borer.
  - Approximately 680 trees in the street right of way
  - Approximately 220 trees in 18 City parks.
- Stump grinding and terrace restoration will follow the removal of the above ground portions of the trees.

Since this work is of a potentially dangerous nature and requires special expertise, Foley's Tree Service stood out in the following ways.

- First-hand experience with Foley's providing exceptional service in Appleton in 2024.
- Years of experience in the industry.
- Positive references in executing similar contracts with other Wisconsin municipalities.
- Commitment to safety and professionalism which was reinforced by reference checks.
- Trained and credentialed staff.
- Equipment listed for the completion of the contract.
- Expedited timeline for completion of work entailed

Thank you for your consideration.

**BID-CONTRACT FORMS**

Contractor to remove tree, grind stump, restore hole with pulverized topsoil, grass seed application, and approved seed cover. Disposal of all material including wood, brush, debris and stump debris.

Pages 9-11 and attachment “IR 2.1 SMALL EXPOSURE JOBS” included with this packet must be completed and returned by Feb 23rd at 4:00 P.M. to the City of Appleton Municipal Services Building at 2625 E. Glendale Ave. in a sealed envelope marked:

**“Bid for Ash Tree Removals 2024”**

**Attention: Mike Stanonik**

The undersigned Contractor offers to provide to the City of Appleton tree removal services conforming to the specifications, terms and conditions set forth herein.

<u>Diameter</u>	<u>Number of Trees</u>	<u>Unit Price (\$/inch of diameter)</u>	<u>Total Inches</u>	<u>Extension (Unit price X Total Inches)</u>
6-12”	167	\$ <u>19.00</u>	1,764	\$ <u>33,516.00</u>
13-15”	235	\$ <u>19.75</u>	3,313	\$ <u>65,431.75</u>
16-18”	232	\$ <u>20.25</u>	3921	\$ <u>79,400.25</u>
19-22”	202	\$ <u>21.25</u>	3665	\$ <u>77,881.25</u>
23-30”	34	\$ <u>25.00</u>	816	\$ <u>20,400.00</u>
<b>Total</b>	<b>870</b>			\$ <u>276,629.25</u>



# CITY OF APPLETON

## MEMORANDUM

**Date:** 2/4/2025

**To:** Board of Health and Common Council

**From:** Charles E Sepers, Jr, PhD, Health Officer/Director; Darrin Glad, Assistant City Attorney

**Subject:** Noise Ordinance Proposal

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### **Purpose and Background**

The Appleton Health Department, in collaboration with the Appleton Police Department and Legal Services, has conducted a comprehensive review of the city's noise ordinance to enhance clarity, enforceability, and efficiency. The proposed updates are designed to modernize the ordinance and align it with current practices, while also improving its effectiveness in addressing noise-related concerns in our community.

### **Key Changes**

#### **1. Improved Noise Variance Process**

- The revised ordinance provides clearer guidelines for requesting, granting, and appealing noise variances.
- The Health Officer is given authority to grant certain event-based variances without requiring full Board of Health approval, streamlining the process for community events.

#### **2. Removal of Light Motor Vehicle Noise Regulations**

- The previous ordinance language contained provisions regulating light motor vehicle noise, which have now been removed to comply with existing Wisconsin state laws.

#### **3. Clarification of Muffler Violations**

- The ordinance now explicitly adopts Wisconsin Statutes §347.39 (2023-24), ensuring that violations related to mufflers are clearly defined and enforceable.
- The changes prevent conflicts with state law while ensuring that excessive or unnecessary vehicle noise remains subject to penalties.

#### **4. Enhanced Enforcement Provisions**

- The enforcement section has been revised to reflect current enforcement practices by the Health Department and the Appleton Police Department.

- Improved language clarifies the authority of enforcement officers and provides better guidance for addressing repeat offenders.

#### **5. General Language and Structural Improvements**

- Definitions have been refined to reduce ambiguity and ensure consistency throughout the ordinance.
- The layout and language of the ordinance have been modernized to improve readability and accessibility for residents and businesses.

#### **Recommendation**

We request that the Common Council, by way of the Board of Health adopt the proposed changes to the City of Appleton Municipal Code. By enhancing the clarity of the noise ordinance, streamlining allowable noise limits, and providing staff with clearer enforcement discretion, this update is expected to improve overall compliance and enforceability.

## ARTICLE IV. NOISE\*

### Sec. 12-76. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*ANSI* means American National Standards Institute or its successor bodies.

*A-weighted sound level* means the sound pressure level in decibels as measured on a sound level meter using the A-weighting network. The level so read is designated dB(A) or dBA.

*Ambient noise* means the ~~all-encompassing~~all-encompassing noise associated with a given environment, being usually a composite of sounds from many sources, near and far.

*Background noise level* means the sound from all sources, with a single source in question removed.

*Commercial area* means any area of the city designated on the Official Zoning Map C-O, C-1, C-2 or [Central Business District \(CBD\)](#).

*Conditional variance* means a regulatory exemption granted that permits elevated noise levels beyond standard noise control limits for industrial, construction, or similar applications.

*Construction* means any site preparation, assembly, erection, substantial repair, alteration or similar action, for or of public or private rights-of-way, structures, utilities or similar property.

*Daytime* means the hours between 7:00 a.m. and 10:00 p.m. central standard or daylight savings time when in effect.

*Decibel or dB* means a unit for measuring the volume of a sound, equal to twenty (20) times the logarithm to the base 10 of the ratio of the pressure of the sound measured to the reference pressure, which is twenty (20) micronewtons per square meter.

*Demolition* means any dismantling, intentional destruction, or removal of structures, utilities, public or private right-of-way surfaces, or similar property.

*Emergency* means any occurrence or set of circumstances involving actual or imminent physical trauma or property damage which demands immediate action.

*Emergency work* means any work performed for the purpose of preventing or alleviating the physical trauma or property damage threatened or caused by an emergency.

*Fluctuating sound* means a sound whose sound pressure level varies significantly but does not equal the ambient environmental level more than once during the period of observation.

*Frequency* means the reciprocal of the primitive period of a function periodic in time. The unit is the cycle per unit time and must be specified; typically this unit will be hertz (hz), i.e., cycles per second.

~~*Gross vehicle weight rating or GVWR* means the value specified by the manufacturer as the recommended maximum loaded weight of a single motor vehicle. In cases where trailers and tractors are separable, the gross combination weight rating (GCWR), which is the value specified by the manufacturer as the recommended maximum loaded weight of the combination vehicle, shall be used.~~

*Industrial area* means any area of the city designated on the Official Zoning Map M-1 or M-2.

~~*Light motor vehicle* means any automobile, van, motorcycle, motor driven cycle, motor scooter or light truck with~~

~~a gross vehicular weight of less than eight thousand (8,000) pounds.~~

**Motor vehicle** has the meaning given in Wisconsin Statutes §340.01(35) (2023-24) as amended from time to time.

~~means a vehicle which is self propelled, including, but not limited to, cars, trucks, motorcycles, motorbuses, motorhomes, snowmobiles, truck trailers, and motor bicycles.~~

**Muffler** has the meaning given in Wisconsin Statutes §347.39(3) (2023-24) as amended from time to time. ~~or sound dissipative device means a device for abating the sound of escaping gases of an internal combustion engine.~~

**Nighttime** means the hours between 10:00 p.m. and 7:00 a.m., standard time or daylight savings time when in effect.

**Noise** means any sound which annoys or disturbs humans or which causes or tends to cause an adverse psychological or physiological effect on humans.

**Noise disturbance** means any sound which:

- (1) Endangers or injures the safety or health of humans or animals;
- (2) Annoys or disturbs a reasonable person of normal sensitivities; or
- (3) Endangers or injures personal or real property.

**Public right-of-way** means any street, avenue, boulevard, highway, sidewalk or alley or similar place which is owned or controlled by a government entity.

**Public property** means any real property or structures thereon which are owned or controlled by a governmental entity, including, but not limited to, parks, streets and alleys.

**Real property boundary** means an imaginary line along the ground surface, and its vertical extension, which separates the real property owned by one person from that owned by another person.

**Residential area** means any area of the city designated on the Official Zoning Map AG, R-1A, R-1B, R-1C, R-2, R-3, P-I and NC.

**Sound** means an oscillation in pressure, particle displacement, particle velocity or other physical parameter, in a medium with internal forces that causes compression and rarefaction of that medium. The description of sound may include any characteristics of sound, including duration, intensity and frequency.

**Sound level** means the weighted sound pressure level obtained by the use of a sound level meter and frequency weighting network, such as A, B, or C as specified in American National Standards Institute specifications for sound level meters (ANSI S1.4 – 1971 or the latest approved revision thereof). If the frequency weighting employed is not indicated, the A-weighting shall apply.

**Sound level meter** means an instrument which includes a microphone, amplifier, output meter, and weighting networks used to measure sound pressure levels.

**Special Variance** means a regulatory exemption granted that permits amplified sound or elevated noise levels beyond standard noise control limits for entertainment events and private gatherings.

(Code 1965, §22.09(2); Ord 69-07, §1, 3-27-07)

**Cross reference(s)** – Definitions and rules of construction generally, §1-2. Citation for violation of certain ordinances, §1-17; schedule of deposits for citation, §1-18.

**State law reference(s)** – Boat noises, W.S.A. §30.62; noises generally, automobiles, W.S.A. §347.38; snowmobiles, W.S.A. §350.10



**Sec. 12-77. Applicability of article; administration and enforcement.**

Noise is a serious hazard to the public health, welfare, safety and quality of life. A substantial body of science and technology exists by which excessive sound may be substantially abated. The people have a right to an environment free from excessive sound that may jeopardize their health, welfare, or safety, or degrade the quality of life. This article shall apply to the control of noise originating within the corporate limits of the city, including vehicular noise. It is the policy of the city to prevent noise that may jeopardize the health and welfare or safety of its citizens or degrade the quality of life. It shall be the duty of the Health Department or the Police Department to administer and enforce the provisions of this article.

**Sec. 12-78. Penalty for violation of article; abatement of noise disturbance.**

Any person who shall violate any provisions of this article shall be subject to penalty as provided in §1-1876. In addition to forfeiture, this article may be enforced by injunction, nuisance abatement or other appropriate legal or equitable action. Noise as defined in this article, together with specific prohibited acts of noise disturbance, are hereby deemed and declared to be a public nuisance subject to nuisance abatement proceedings.  
(Code 1965, §22.09(9))

**Sec. 12-79. Noise measurement methods.**

(a) Measurement shall be made at ~~or a point approximately but not less than 25 feet~~ beyond the property line of the property on which such noise is generated or ~~at or within the property line of the property on which such noise is perceived, as appropriate~~. Measurement shall be done approximately four (4) feet above the ground and at least three (3) feet from large reflecting surfaces such as building walls.

(b) Measurement of sound shall be made using either subjective or objective measurement, or a combination of subject and objective measurement. Subjective measurement will be determined by personnel that are proficient trained to operate hardware and software into for identifying noise levels. Objective measurement should be made with a sound level meter that meets or exceeds the ANSI requirements of the American Standard Specification for Sound Level Meters, Type I or Type II (ANSI S1.4 - 1971) or with an Octave Band Analyzer that meets or exceeds the requirements of ANSI S1.6 19600 or any subsequent nationally adopted standards superseding the above standards.- In both cases, the instruments should be maintained in calibration and good working order.

(c) When a sound level meter is used, it shall be set to the A-weighting scale and in the FAST response mode. A windscreen shall be mounted on the microphone and the noise limitations shall be the A-scale levels set forth in ~~Tables I and II. An octave band analyzer may be employed when there is a concentration of sound energy within a limited number of bands, but its use shall not be restricted to such situations. When an octave band analyzer is used, a standard octave band analysis shall be conducted that spans the frequency range set forth in Tables I and II.~~

**Sec. 12-80. Disturbing noise generally and prohibited acts.**

(a) No person shall make or cause to be made any loud, disturbing, fluctuating or unnecessary sounds or noises such as may tend to annoy or disturb a reasonable person.

(Code 1965, §8.02(3); Ord 139-94, §1, 11-16-94)

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

**~~Sec. 12-81. Prohibited acts.~~**

~~(a)(b)~~ No person shall operate or cause to be operated on private or public property any source of sound in such a manner as to create a sound level which exceeds the limits set ~~for the zone categories in Table I; provided however, that when sound is emitted from an industrial zone into a residential zone or commercial zone, or from a commercial zone into a residential zone, the limits set forth in Table II shall apply.~~

~~(c)(b)~~ No person shall operate, use, or allow the operation or use of any device—including but not limited to radios, televisions, music players, musical instruments, or electronic sound systems—in a manner that creates a noise disturbance.~~play, or permit the operation or playing of any radio, television, phonograph, musical instrument, sound~~

~~amplifier or similar device in such a manner as to create a noise disturbance.~~

(d)(e) No person shall own, possess or harbor any animal or bird which frequently or for continued duration makes sound which creates a noise disturbance.

(e)(d) No person shall operate or permit the operation of any mechanical power saw, drill, sander, grinder, lawn or garden tool, lawnmower, snow removal equipment or any similar device, necessary for the maintenance of property, in a manner which creates a noise disturbance. Such devices that are kept in good repair and, when new, would not comply with the standards set forth in this article, shall be exempt provided they are reasonably used for property maintenance. No such equipment, except snow removal equipment, shall be operated at night.

(f)(e) No person shall sound or permit the outdoor sounding of any fire alarm, burglar alarm, civil defense alarm, siren, horn, whistle or similar emergency signaling device, except for emergency purposes or for testing. Any testing shall be performed during the day.

(f)(g) Unlawful muffler noise. ~~No person shall operate any motor vehicle unless such motor vehicle is equipped with an adequate muffler in constant operation and property maintained to prevent excessive or unusual noise.~~ The provisions of ~~W.S.A. Wisconsin Statutes: §347.39 (2023-24), and as amended from time to time,~~ are hereby adopted by reference and made a part of this section. Violations of this subsection can also be enforced as a violation of § 19-1, the adopted state traffic laws.

(h)(e) No operator shall accelerate a motor vehicle in such a manner as to create unnecessary noise, including but not limited to loud or excessive engine revving, tire squealing caused by friction with the roadway surface, or causing tires to throw stones or gravel while accelerating, so as to emit an unnecessary noise as a result of the friction caused between the tire and the surface on which the vehicle travels or to cause the tires to throw stones or gravel when in the process of accelerating.  
(Code 1965, §8.03(3)(a); §22.09(5))

(hi) It shall be unlawful for any vehicle equipped with a compression braking device (jake brakes) to use this device to contain the engine's compression, thus rapidly slowing the engine's revolutions per minute and the vehicle's speed, except in cases of extreme emergency.

(hj) **Exemptions.** The following activities shall be exempt from the regulations of this section:

- (1) The daytime criteria, as set forth in Tables ~~I and H~~, shall not apply to construction sites, demolition sites, public utilities, and public works projects and operations during daytime hours ~~Monday through Saturday, inclusive~~; however, the noise production shall be minimized through proper equipment operations and maintenance. Stationary equipment on construction projects lasting more than ten (10) days within residential districts shall ~~be shielded or located~~ utilize strategies to prevent unnecessary noise.
- (2) Emergency short term operations which are necessary to protect the public health, safety and welfare of the citizens, including emergency utility, ~~and~~ public works operations, and personal generators operated in residential areas during power loss.
- (3) Essential operations and noises required by law enforcement relating to the public health, safety and welfare, including, but not limited to, law enforcement, firefighting and rescue and sanitation activities.
- (4) When the background noise level is above a noise limitation, a source may add no more than 2 dB to the background level.—Youth sports activities and other sanctioned youth events conducted by recognized community or; school; or non-profit organizations. These activities shall be permitted to generate noise incidental to their normal operations and events, provided that such noise is reasonable in duration and is limited to the scheduled event times.

(Code 1965, §22.09(3), (7); Ord 171-01, §1, 10-8-01)

**Cross reference(s)** – Citation for violation of certain ordinances, §1-17; schedule of deposits for citation, §1-18; traffic and vehicles, ch. 19

TABLE I  
 Maximum Permissible Sound Pressure Level  
 (Levels in Decibels re .0002 Microbars)

~~7:00 A.M. to 10:00 P.M.~~

<u>Octave Band Center Frequency (Hz)</u>	<u>Residential</u>	<u>Commercial</u>	<u>Industrial</u>
<u>Noise Limit</u>			
31.5	70	80	86
63	69	79	85
125	64	73	80
250	58	65	75
500	52	59	69
1000	47	53	63
2000	42	47	58
4000	38	42	54
8000	35	40	51
<u>A-scale levels</u>			
<u>Daytime</u>	<u>60</u> 57 dB (A)	<u>70</u> 60 dB (A)	<u>75</u> 02 dB-(A)
<u>Nighttime</u>	<u>50</u> dB(A)	<u>55</u> dB(A)	<u>70</u> 65 dB(A)

~~10:00 P.M. to 7:00 A.M.~~

<u>Octave Band Center Frequency (Hz)</u>	<u>Residential</u>	<u>Commercial</u>	<u>Industrial</u>
31.5	69	72	81
63	68	71	80
125	62	66	75
250	54	60	70
500	48	54	64
1000	42	49	58
2000	36	44	53
4000	31	40	49
8000	29	37	46
<u>A-scale levels</u>	<u>52</u> dB-(A)	<u>58</u> dB-(A)	<u>67</u> dB-(A)

TABLE II  
 Maximum Permissible Sound Pressure  
 (Levels in decibels re .0002 Microbars)

~~7:00 A.M. to 10:00 P.M.~~

Octave-Band Center Frequency (Hz)	Ind. Into <u>Commercial</u>	Ind. Into <u>Residential</u>	<u>Commercial</u> Into <u>Residential</u>
31.5	80	79	75
63	79	78	74
125	74	73	69
250	69	67	64
500	63	61	58
1000	57	55	52
2000	52	50	47
4000	48	46	43
8000	45	43	40
A-scale levels	66 dB (A)	64 dB (A)	61 dB (A)

10:00 P.M. to 7:00 A.M.

Octave-Band Center Frequency (Hz)	Ind. Into <u>Commercial</u>	Ind. Into <u>Residential</u>	<u>Commercial</u> Into <u>Residential</u>
31.5	75	74	72
63	74	73	71
125	69	68	65
250	64	63	57
500	58	57	51
1000	52	51	45
2000	47	46	39
4000	43	42	34
8000	40	39	32
A-scale levels	61 dB(A)	60 dB (A)	55 dB (A)

**Sec. 12-81 – 12-82.**

**Light motor vehicle noiseReserved.**

No person shall cause noise levels from the operation of a light motor vehicle and motorcycles in excess of the sound levels set forth in tables III and IV below.

**TABLE III**

**Passby Vehicle Sound Limits**

Weighted and sound level limits for operation on roadways specified at fifty (50) feet from the centerline of the

vehicle travel lane:

~~Automobiles, Vans — On Highway~~  
~~Light Trucks GVWR — Motorcycles~~

***Posted Speed Zone***

Greater than 45 mph	78 dB	82 dB
45 mph or less	72 dB	78 dB
35 mph or less, level road- ways, constant speed cruise, 200 feet or more from inter- section	70 dB	74 dB

TABLE IV

**Stationary Vehicle Sound Limits**

~~Weighted sound level limits for stationary vehicles. Vehicle exhaust noise tests measurements at twenty (20) inches from exhaust outlet:~~

<del>Automobile, Vans, Light Trucks, GVWR 8,000 lbs.</del>	<del>95 dB</del>
<del>On highway motorcycles</del>	<del>99 dB</del>

~~Add 2 dB for rear and mid engine vehicles.~~

~~Tests shall be conducted at an engine test speed of 3,000 RPM or one half the indicated engine red line.  
(Code 1965, §22.09(6))~~

**Sec. 12-83. Variances.**

~~—The City of Appleton Board of Health, upon final approval by the Common Council, shall have the authority, consistent with this section, to grant variances in accordance with the following provisions:~~

(a) ***Special Variance Permits.***

~~(1) ***General.*** A special variance permit may be issued upon request provided that the work producing such noise is necessary to promote the public health or welfare and reasonable steps are taken to keep such noise at the lowest practical level.~~

~~(2) ***Special Community Events.***—A variance may be issued for special events and similar gatherings, festivals, presentations and the like, which are limited in duration and are generally acceptable to the people of the community provided that precautions are taken to maintain the noises produced at the lowest practical level. The Health Officer, or designee, is authorized to issue a variance pursuant to this section upon receiving a complete application for an event meeting this section's criteria. Applications that are not approved shall, upon timely request of the applicant, be reviewed by the Board of Health at their next regularly scheduled meeting.~~

~~(2) ***Application.*** An application for a variance permits under this subsection must be submitted in writing to the Health Officer or their designee. The application shall include the specific grounds for requesting the variance and the proposed timeline for the activity. The Health Officer shall provide public notice of the receipt of a variance permit application within a reasonable period. Application fees will be established and maintained on file at the Health Department.~~

~~(3) ***Procedures.*** Any person seeking a special variance permit pursuant to this section shall file an application with the Health Officer, ~~to be submitted to the Board of Health, forty five~~seven (745) days~~

prior to commencement of the event or activity for which the variance permit is requested. The ~~Board of Health~~ Health Officer, however, may waive the time limit when compliance therewith is impractical. The application must be made in writing and shall contain all the following pertinent information:

- a. Dates required.
  - b. Time and place of operation.
  - c. Equipment operation involved.
  - d. Necessity for such permit.
  - e. Steps to be taken to minimize noise.
  - f. Name of responsible person who will be present at the operation site while the noise is produced, including contact information.
- (4) **Issuance.** Upon final approval by the ~~Common Council~~ Health Officer, a special variance permit shall be granted by notice to the applicant containing all necessary conditions, including a time limit on the permitted activity. The special variance permit shall not become effective until all conditions are agreed to by applicant. Noncompliance with any condition of these special variance permits shall terminate the permit and subject the person holding it to compliance with this article, including remittance of applicable fees.
- (5) **Extension or modification.** Application or extension of time limits specified in special variance permits or for modification of other substantial conditions shall be treated like applications for initial special variances.
- (6) Appeals. Any applicant or other person aggrieved by the decision of the Health Officer or designee may seek an appeal to the Board of Health. Requests for appeal shall be made in writing to the Health Officer, to be submitted to the Board of Health. Applications that are not approved shall, upon timely request of the applicant, be reviewed by the Board of Health at their next regularly scheduled meeting.

(b) **Conditional Variances.**

- (1) It may not be technically or economically feasible for certain commercial, ~~or industrial, or construction~~ sources of sound to comply with the standards set forth herein. Therefore, the Board of Health may grant variances from this subsection if it finds that strict compliance is unreasonable because:
  - a. Conditions are beyond the control of the person requesting such variance.
  - b. Special circumstances exist which would render strict compliance impractical.
  - c. Strict compliance would result in substantial curtailment or closing down of a business, plant, operation or the like.
  - d. Control technology is unavailable or available only at a prohibitive cost.
  - e. No other alternative facility or method is available.
- (2) **Application.** Application for a variance permit under this subsection shall be made in writing to the Health Officer for submittal to the Board of Health. The application shall include the specific grounds for requesting the variance and the proposed timeline for the activity. Such application shall specify the grounds upon which the variance permit is sought and the date by which the source of any excess noise for which the variance is sought shall be brought into compliance with this section. An application for a variance permit shall be considered timely made if filed within thirty (30) days ~~following due~~

~~notification that it is in violation of this section~~ before the date for which the variance is sought. The proper filing of an application within such time shall toll all penalties provided in this section for any such violation until a final decision has been issued on the merits of such application. The Board of Health, within a reasonable amount of time, shall give public notice of the receipt of an application for a variance permit.

- (3) **Permit.** Within a reasonable time following receipt of an application for a variance permit and after public notice thereof has been given, the Board shall grant such permit to an applicant if the Board finds that immediate compliance with the noise limitations as set forth in this section would result in unnecessary hardship to the applicant. In making the determination, the Board of Health shall balance the hardship to the applicant, the community, and other persons of not granting the variance, against the adverse impact on health, safety, and welfare of persons affected, the adverse effect on property affected and any other adverse impacts of granting the variance. Any person who claims to be adversely affected by the allowance of the variance permit may file a statement with the Board of Health containing information to support the claim. The Board of Health may require the applicant to submit information not contained in the application which may be necessary for making a determination under this subsection. Within five (5) days following the determination, the Board of Health shall place on file with the City Clerk a copy of the decision which shall specify the reasons for denying or granting the variance permit.
- (4) **Conditions.** Upon final approval by the Common Council, the Health Officer shall issue a variance permit under such conditions as are necessary to protect the public health, safety, and welfare, including a schedule for achieving compliance with noise limitations. Variances exceeding two (2) years may be granted only in exceptional cases, including those for which, in the opinion of the Board of Health, control technology is unavailable or available only at a prohibitive cost. Non-compliance with any conditions imposed on the variance shall terminate the variance and subject the person holding it to those provisions of this section for which the variance permit was granted.
- (5) **Extension and Modification.** Application for extension of time limits or modification of other conditions specified in the variance permit shall be treated like applications for an initial variance, except that the Board of Health must find that the need for such extension or modification clearly outweighs any adverse impacts of granting the extension or modification.
- (6) **Appeals.** Any applicant or other person aggrieved by the decision of the Board of Health or Common Council may seek such other legal relief as may be available.

(Ord 173-08, §1, 11-25-08)

**Cross reference(s)** – Board of Health, §2-76, et seq.

#### **Sec. 12-84. Sounding locomotive whistle.**

No railroad company or any of its agents, servants or employees shall blow any whistle on any engine within the limits of the city, except in those cases prescribed and designated by ~~federal or state law~~ the laws of Wisconsin. This section does not prohibit the blowing of any whistle as a signal warning in cases of peril, fire or collision or other imminent danger.

(Code 1965, §8.02(3); Ord 137-92, §1, 12-16-92, Ord 84-00, §1, 10-7-00)

#### **Sec. 12-85. Adoption of state law regarding sound-producing devices; impoundment; seizure and forfeiture.**

W.S.A. §66.0411 regarding impoundment, seizure and forfeiture of sound-producing devices in violation of this article is hereby adopted by reference and made an offense punishable as a violation of this code.

(Ord 89-96, §1, 9-18-96)

#### **Sec. 12-86. Commercial and industrial construction**

New or substantially modified structures on land used or zoned as commercial or industrial shall be subject to site plan review to evaluate compliance with the provisions of this code.

**Sec. 12-87. Radio or other electric sound amplification device – prohibited.**

No person or business may use a radio or other similar electric sound amplification device so that sound emitting from said radio or amplification device is audible under normal conditions from a distance of seventy-five (75) or more feet.

(Ord 84-05, §1, 8-23-05)

**Secs. 12-88 – 12-100. Reserved.**





# CITY OF APPLETON

## MEMORANDUM

**Date:** 1/30/2025

**To:** Board of Health and Common Council

**From:** Charles E Sepers, Jr, PhD, Health Officer/Director; Darrin Glad, Assistant City Attorney

**Subject:** Schedule of Deposits Proposal

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City staff recommends that the Common Council update the Schedule of Deposits related to Noise violations. Violations of noise ordinances currently carry the following total costs:

§ 12-80 (Loud and Unnecessary Noise)	\$263.50 for a first offense, and \$389.50 for a second offense.
§ 12-81 (Squealing tires and throwing gravel)	\$200.50
§ 12-87 (Radio or other sound amplification prohibited)	\$200.50

If passed, the proposed updates to the ordinances will require the Schedule of Deposits to be amended to correspond to the new ordinance sections (e.g. §12-81 is being moved to §12-80). City staff recommend that the Schedule of Deposits be further updated to reflect the consistent treatment of all noise violations such that all violations of Chapter 12, Article IV. will have a \$100 fine for a first offense (\$263.50 inclusive of current court costs), \$200 fine for a second offense (\$389.50 inclusive of current court costs), and \$500 fine for third and subsequent offenses (\$767.50 inclusive of current court costs).

**01-25**

**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 02-05-2025)

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 created as follows. This ordinance supersedes and repeals any conflicting ordinance regarding parking in the designated area.

Stopping/standing/parking be prohibited on the east side of Schaefer Street from Bluebird Lane to a point 50 feet north of Bluebird Lane.

**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.

**02-25**

**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 02-05-2025)

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 created as follows. This ordinance supersedes and repeals any conflicting ordinance regarding parking in the designated area.

Parking be prohibited on the south side of Emmers Drive a point 105 feet east of Schaefer Street to a point 122 feet north of Bluebird Lane.

**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.

### **03-25**

## **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 02-05-2025)

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 created as follows. This ordinance supersedes and repeals any conflicting ordinance regarding parking in the designated area.

Stopping/standing/parking be prohibited on the east side of Lightning Drive from a point 777 feet north of Ashbury Drive to a point 1004 feet north of Ashbury 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 make the necessary changes in the Parking District Map in accordance with this Ordinance.

**04-25**

**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 02-05-2025)

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 created as follows. This ordinance supersedes and repeals any conflicting ordinance regarding parking in the designated area.

Parking be prohibited on the east side of Lightning Drive from Edgewood Drive (CTH JJ) to a point 1004 feet north of Ashbury.

**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.

**05-25**

**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 02-05-2025)

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 created as follows. This ordinance supersedes and repeals any conflicting ordinance regarding parking in the designated area.

Stopping/standing/parking be prohibited on the west side of Lightning Drive from a point 722 feet north of Ashbury Drive to a point 1022 feet north of Ashbury 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 make the necessary changes in the Parking District Map in accordance with this Ordinance.