



# City of Appleton

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

## Meeting Agenda - Final Common Council

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Wednesday, July 16, 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

[25-0736](#) Common Council Meeting Minutes of June 18, 2025

**Attachments:** [CC Minutes 6-18-25.pdf](#)

- G. BUSINESS PRESENTED BY THE MAYOR

[25-0817](#) City Clerk Recommendation

**Attachments:** [City Clerk Appointment Recommendation.pdf](#)

[25-0807](#) Proclamations:  
- Children's Week  
- Parks and Recreation Month

**Attachments:** [Children's Week.pdf](#)

[Parks and Recreation Month.pdf](#)

[25-0744](#) 2025 Flag Day Parade Award Recipients:  
- Mayor's Trophy (Overall Appearance): Neenah-Menasha Honor Guard  
- Rayburn Kaufman Memorial Award (Originality): Military Support Foundation  
- Patriot Award (Patriotic Theme): City of Appleton (Klemme Floats)  
- Bud Otis Memorial Award (Best Non-Commercial): NEW Apple Corps  
FIRST Robotics Team 93

## H. PUBLIC PARTICIPATION

## I. PUBLIC HEARINGS

[25-0578](#) Public Hearing for Comprehensive Plan Future Land Use Map Amendment #1-25, 0 E. Goodland Drive from Business/Industrial Future Land Use to Commercial Future Land Use

**Attachments:** [Public Hearing Notice Comp Plan Amend #1-25.pdf](#)

## J. SPECIAL RESOLUTIONS

## K. ESTABLISH ORDER OF THE DAY

## L. COMMITTEE REPORTS

## 1. MINUTES OF THE MUNICIPAL SERVICES COMMITTEE

[25-0507](#) Approve ordinance changes related to parking at 500 Block of W Johnston Street. Follow-up to a 6-month evaluation period.

**Attachments:** [Johnston St 500W \(post 6-Mo eval\).pdf](#)  
[Johnston St 500W \(post 6-Mo eval\) Revised.pdf](#)

**Legislative History**

5/12/25	Municipal Services Committee	held
	<i>Held to next scheduled meeting.</i>	
6/9/25	Municipal Services Committee	held
	<i>Held to next scheduled meeting.</i>	
6/23/25	Municipal Services Committee	recommended for approval
	<i>Changes to the ordinance will be based on the 06/23/2025 revised memo.</i>	

[25-0725](#) Approve ordinance changes related to parking on 300 block of W Foster Street at Foster Elementary School. Follow-up to a 6-month evaluation.

**Attachments:** [Foster ES Bus Loading Zone \(post 6-Mo eval\).pdf](#)

**Legislative History**

6/23/25	Municipal Services Committee	recommended for approval
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[25-0727](#) Award Unit Q-25 Pavement Marking Maintenance Contract (Paint) to Crowley Construction Corporation in an amount not to exceed \$42,386.00.

**Attachments:** [Q-25 Pavement Marking Contract Award.pdf](#)

**Legislative History**

6/23/25 Municipal Services recommended for approval  
Committee

[25-0728](#)

Approve Long Term Temporary Occupancy Permit for Temporary Generator Exhaust Line in Superior Street Right-of-Way through December 13, 2025.

**Attachments:** [LTT Occupancy Permit in Superior St for 222 Bldg.pdf](#)

**Legislative History**

6/23/25 Municipal Services recommended for approval  
Committee

[25-0784](#)

Approve State/Municipal Financial Agreement (SMFA) for IH 41/French Road Overpass as part of the WisDOT I-41 Improvement Project.

**Attachments:** [IH 41 French Road Overpass SMFA.pdf](#)

**Legislative History**

7/7/25 Municipal Services recommended for approval  
Committee

[25-0785](#)

Approve State/Municipal Maintenance Agreement (SMMA) for IH 41/French Road Overpass as part of the WisDOT I-41 Improvement Project.

**Attachments:** [IH 41 French Road Overpass SMMA.pdf](#)

**Legislative History**

7/7/25 Municipal Services recommended for approval  
Committee

[25-0786](#)

Approve Permanent Street Occupancy Permit for Heid Music Bench Placard in Durkee Street right-of-way at northeast corner of College Avenue intersection.

**Attachments:** [Perm Occupancy Permit Heid Music Bench Placard.pdf](#)

**Legislative History**

7/7/25 Municipal Services recommended for approval  
Committee

[25-0787](#)

Approve Lawe Street Navigational Canal Bridge - State Municipal Agreement (SMA) - 1st Revision.

**Attachments:** [Lawe Street Nav Canal Bridge SMA.pdf](#)

**Legislative History**

7/7/25 Municipal Services recommended for approval  
Committee

[25-0788](#)

Approve Lawe Street Navigational Canal Bridge Three-Party Design Contract with WisDOT and Hardesty & Hannover LLC in an amount not to exceed \$439,655.84 (City cost share \$87,931.17).

**Attachments:** [Lawe St Nav Canal Bridge 3-party Design Contract.pdf](#)

**Legislative History**



[25-0761](#)

Pet Store license renewal application for PetCo #1656, Richard Skeen, Applicant, located at 3829 E Calumet St.

**Attachments:** [PetCo #1656.PK.6.26.25.REDACTED.pdf](#)

**Legislative History**

7/9/25 Safety and Licensing Committee recommended for approval

[25-0762](#)

Cigarette, Tobacco, and Electronic Vaping Device license renewal application for AY Trading Inc d/b/a Smokes and Vape, Ismail Abu Yosef, Agent, located at 2448 W College Ave

**Attachments:** [Smokes and Vape Renewal 6.13.25.REDACTED.pdf](#)

**Legislative History**

7/9/25 Safety and Licensing Committee recommended for approval

[25-0763](#)

Cigarette, Tobacco, and Electronic Vaping Device license renewal application for Elf's Gifts LLC, Robert Cadmus, Agent, located at 2700 W College Ave Ste 11

**Attachments:** [Elf's Gifts.CTV.6.23.25.REDACTED.pdf](#)

**Legislative History**

7/9/25 Safety and Licensing Committee recommended for approval

[25-0764](#)

Class "B" Beer and "Class B" Liquor license application for Ninja Appleton LLC d/b/a Ninja Sushi & Hibachi, Ping Cheng, Agent, located at 4025 E Lorna Ln, contingent upon approval from the Health and Inspections departments

**Attachments:** [Ninja Sushi & Hibachi.Ninja Appleton LLC.Alcohol.Class B Beer Liquor.5.2.25.F](#)

**Legislative History**

7/9/25 Safety and Licensing Committee recommended for approval

[25-0765](#)

Class "B" Beer and "Class B" Liquor License temporary premises amendment application for Wooden Nickel Restaurant and Lounge Inc d/b/a Wooden Nickel Sports Bar & Grill, Anthony Mueller, Agent, located at 217 E College Ave, on July 31, Aug 1, & Aug 2, 2025 from 1:00 p.m. to 12:00 a.m. and Aug 3, 2025 from 12:00 p.m. to 5:00 p.m. for Mile of Music event, contingent upon approval from the Inspections and Public Works departments

**Attachments:** [Wooden Nickel.Alcohol.PA Temp.Mile of Music 7.31.25.REDACTED.pdf](#)

**Legislative History**

7/9/25 Safety and Licensing Committee recommended for approval

[25-0766](#) Class "B" Beer and "Class B" Liquor License temporary premises amendment application for Gregg Vandinter d/b/a Riverside Bar & Grill, located at 906 S Olde Oneida St, on July 31, Aug 1, Aug 2, & Aug 3, 2025 from 8:00 a.m. to 2:30 a.m. for Mile of Music event, contingent upon approval from the Inspections, Finance, and Public Works departments

**Attachments:** [Riverside Bar.Alcohol.PA Temp.Mile of Music 7.31.25.REDACTED.pdf](#)

**Legislative History**

7/9/25 Safety and Licensing Committee recommended for approval

[25-0767](#) Class "B" Beer and "Class B" Liquor License temporary premises amendment application for DDCT Inc d/b/a Jim's Place, Stacy Hoffman, Agent, located at 223 E College Ave, on July 31, Aug 1, & Aug 2, 2025 from 1:00 p.m. to 12:00 a.m. and Aug 3, 2025 from 12:00 p.m. to 5:00 p.m. for Mile of Music event, contingent upon approval from the Inspections and Public Works departments

**Attachments:** [Jims Place.Alcohol.PA Temp.Mile of Music.7.31.25.REDACTED.pdf](#)

**Legislative History**

7/9/25 Safety and Licensing Committee recommended for approval

[25-0768](#) Taxicab Company License renewal application for Dynasty Limousine Service LLC, Owner, Diana Wolters, 1900 Vandenberg Ln, Kaukauna, WI 54130 contingent upon approval from the Inspections department

**Attachments:** [Dynasty Limousine Service LLC - Taxicab Co Renewal App.pdf](#)

**Legislative History**

7/9/25 Safety and Licensing Committee recommended for approval

### 3. MINUTES OF THE CITY PLAN COMMISSION

[25-0550](#) Request to approve Comprehensive Plan 2010-2030 Future Land Use Map Amendment #1-25 for the subject parcel located at the northeast corner of E. Goodland Drive and N. Conkey Street (Tax Id #31-1-6723-12) from future Business/Industrial land use designation to future Commercial land use designation as shown on the attached maps and approve the attached Resolution

**Attachments:** [StaffMemo\\_EGoodland Dr\\_CompPlan+Rezoning\\_For05-28-25.pdf](#)

**Legislative History**

5/28/25 City Plan Commission recommended for approval  
*Proceeds to Council on July 16, 2025.*

[25-0552](#) Request to approve Rezoning #4-25 for the subject parcel located at the northeast corner of E. Goodland Drive and N. Conkey Street (Tax Id #31-1-6723-12), including to the centerline of the adjacent street right-of-way, as shown on the attached maps, from M-1 Industrial Park District to C-2 General Commercial District

**Attachments:** [StaffMemo\\_EGoodland Dr\\_CompPlan+Rezoning\\_For05-28-25.pdf](#)

**Legislative History**

5/28/25 City Plan Commission recommended for approval  
*Proceeds to Council on July 16, 2025.*

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

[25-0793](#) Approve Veterans Memorial Park Natural Sculpture Request

**Attachments:** [Veterans Memorial Park Natural Sculpture Request Memo.pdf](#)

**Legislative History**

7/7/25 Parks and Recreation Committee recommended for approval

**5. MINUTES OF THE FINANCE COMMITTEE**

[25-0737](#) Request to award sole source Engineering Bidding and Construction Services Contract to McMahon as part of Water Tower Booster Pump Improvements in the amount of \$28,000 with a 10% contingency of \$2,800 for a total not to exceed \$30,800

**Attachments:** [250618\\_SoleSourceAward\\_McMahon\\_TowerPumpConstructionServices.pdf](#)

**Legislative History**

7/7/25 Finance Committee recommended for approval

[25-0738](#) Request to award Unit DD-25 Mackville Quarry Grading & Capping contract to MCC, Inc., in the amount of \$131,126.25 with a 15% contingency of \$19,668.94 for a contract total not to exceed \$150,795.19

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

**Legislative History**

7/7/25 Finance Committee recommended for approval

[25-0751](#) Request to approve 2026 sole source agreement with Baycom and Motorola Solutions for portable radios to receive promotional discount.

**Attachments:** [Radio Request to Committee \(002\).pdf](#)  
[SoleSource.pdf](#)

**Legislative History**

7/7/25 Finance Committee recommended for approval

[25-0779](#) Request to award sole source purchase of Appleton Wastewater Treatment Plant phosphorus analyzer to William Reid Ltd. for a total cost not to exceed \$49,845

**Attachments:** [250702\\_Finance Memo\\_Sole Source\\_Award\\_P Analyzer\\_William Reid.pdf](#)  
[SoleSource William Reid.pdf](#)

**Legislative History**

7/7/25 Finance Committee recommended for approval

[25-0780](#) Request to award contract to Advance Construction, Inc. for the Summer Street Lift Station Replacement Project in the amount of \$1,194,000 with a 7.5% contingency of \$89,550 for a project total not to exceed \$1,283,550

**Attachments:** [250702\\_FinanceMemo BidAward AWWTP Summer LS Advance Contract.p](#)  
[250702\\_FinanceMemo Summer LS NoA & Bid Tab.pdf](#)

**Legislative History**

7/7/25 Finance Committee recommended for approval

## 6. MINUTES OF THE COMMUNITY DEVELOPMENT COMMITTEE

[25-0713](#) Request to approve a release of the Northeast Business Park Plat No. 3 Deed Restrictions and Covenants for two (2) parcels generally located west of the CTH OO/USH 441 Interchange, south of E. Winslow Avenue (Tax Id #31-1-5351 & 31-1-5352) (part of the Chris J. Hartwig Revocable Trust property)

**Attachments:** [StaffMemo NEBP Release Deed Restrictions For06-25-25 CDC.pdf](#)  
[Deed Restrictions NEIP F.pdf](#)

[NEBP Map Release of Deed Restrictions.pdf](#)

[Hartwig E. Northland Ave 441 Rezoning Map.pdf](#)

**Legislative History**

6/25/25 Community Development Committee recommended for approval

[25-0714](#) Request to approve a variance to Item 5 of the Declaration of Covenants and Restrictions for the Northeast Business Park to allow for a minimum setback of 8 feet to parking for a proposed medical facility and medical office building located at the northeast corner of E. Goodland Drive and N. Conkey Street subject to the conditions in the attached staff memo

**Attachments:** [Variance Request Medical Office E Goodland Dr Memo to CDC 7-9-25.pdf](#)  
[JSD\\_Correspondence\\_Goodland Dr & Conkey St Medical Office.pdf](#)

[DeclarationofCovenants+Restrictions\\_CSM3490Lot4\\_NEBusinessPark.pdf](#)

[Lot 4 Goodland Drive Site Plan.pdf](#)

**Legislative History**

7/9/25 Community Development Committee recommended for approval

- [25-0771](#) Request to approve a substantial amendment to the Community Development Block Grant (CDBG) 2021 Annual Action Plan (AAP) adjusting the proposed activity of Appleton Housing Authority's remaining allocation of \$37,000 to be used for rental rehabilitation rather than the current activity of homeownership assistance and homeowner rehabilitation
- Attachments:** [CDBG AAP 2021 Substantial Amendment AHA Memo to CDC 7.9.25.pdf](#)  
[CDBG AAP 2021 Amendment.pdf](#)

**Legislative History**

7/9/25 Community Development Committee recommended for approval

**7. MINUTES OF THE UTILITIES COMMITTEE**

- [25-0722](#) Award Unit F-25 Sanitary & Storm Sewer Cleaning and Televising to Green Bay Pipe & TV, LLC in an amount not to exceed \$307,500.
- Attachments:** [F-25 Contract Award Form w bid tabs.pdf](#)

**Legislative History**

6/24/25 Utilities Committee recommended for approval

- [25-0730](#) Approve Contract Amendment #2 to McMahon for Phase I Solids Dewatering Equipment Upgrades for a deduct to design and construction management services in the amount of \$5,461 decreasing the contract amount from \$352,872 to \$347,411.

**Attachments:** [250618 Ph1-BFP McMahon ContractAmend No2 Util-Memo.pdf](#)

**Legislative History**

6/24/25 Utilities Committee recommended for approval

- [25-0782](#) Award AWWTP Digester Cleaning and Inspection Support contract to Staab Construction Corporation in the amount of \$122,600 with a 15% contingency of \$18,390 for a total not to exceed \$140,990

**Attachments:** [AWWTP Digester Cleaning and Inspection Support Contract Memo.pdf](#)

**Legislative History**

7/8/25 Utilities Committee recommended for approval

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

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

[25-0720](#) Award Recommendation for Full Fleet CAD/AVL System Hardware Upgrade and Software Subscription Extension

**Attachments:** [Award Recommendation Doc GMV Hardware Upgrade & Software Extension.p](#)

**Legislative History**

6/24/25 Fox Cities Transit Commission recommended for approval

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

M. CONSOLIDATED ACTION ITEMS

N. ITEMS HELD

O. ORDINANCES

[25-0743](#) Ordinances #71-25 to #92-25

**Attachments:** [Ordinances to Council 7-16-25.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

T. ADJOURN

Amy Molitor, Deputy 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, June 18, 2025

7:00 PM

Council Chambers

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A. CALL TO ORDER

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

B. INVOCATION

*The Invocation was offered by Alderperson Wolff.*

C. PLEDGE OF ALLEGIANCE TO THE FLAG

D. ROLL CALL OF ALDERPERSONS

*Alderperson Hayden appeared virtually until 8:07 p.m.*

**Present:** 16 - Alderperson Josh Lambrecht, Alderperson Vered Meltzer, Alderperson Brad Firkus, Alderperson Martyn Smith, Alderperson Katie Van Zeeland, Alderperson Denise Fenton, Alderperson Patrick Hayden, Alderperson Patti Heffernan, Alderperson Alex Schultz, Alderperson Vaya Jones, Alderperson Adrian Stancil-Martin, Alderperson Nate Wolff, Alderperson Sheri Hartzheim, Alderperson Christopher Croatt, Alderperson Denis Dougherty and Mayor Jake Woodford

E. ROLL CALL OF OFFICERS AND DEPARTMENT HEADS

*All Departments were represented.*

F. APPROVAL OF PREVIOUS COUNCIL MEETING MINUTES

[25-0694](#)

Common Council Meeting Minutes of June 4, 2025

**Attachments:** [CC Minutes 6-4-25.pdf](#)

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

**Aye:** 15 - Alderperson Josh Lambrecht, Alderperson Vered Meltzer, Alderperson Brad Firkus, Alderperson Martyn Smith, Alderperson Katie Van Zeeland, Alderperson Denise Fenton, Alderperson Patrick Hayden, Alderperson Patti Heffernan, Alderperson Alex Schultz, Alderperson Vaya Jones, Alderperson Adrian Stancil-Martin, Alderperson Nate Wolff, Alderperson Sheri Hartzheim, Alderperson Christopher Croatt and Alderperson Denis Dougherty

**Abstained:** 1 - Mayor Jake Woodford

G. BUSINESS PRESENTED BY THE MAYOR

H. PUBLIC PARTICIPATION

*The following spoke on Item 25-0654 Resolution #4-R-25 during public participation:*

- Jack Voight, 823 E Sunset Ave
- Wayne Martin, 1230 W Marquette St
- Michael Weaver, 516 E 14th St, Kaukauna
- Tim Cody, 2 W Systems Dr

I. PUBLIC HEARINGS

J. SPECIAL RESOLUTIONS

K. ESTABLISH ORDER OF THE DAY

[25-0616](#)

Class "B" Beer and Reserve "Class B" Liquor License application for American Food & Vending Corporation d/b/a American Dining Creations, Kelly Noel, Agent, located at 711 E Boldt Way

**Attachments:** [American Dining Creations \(Warch\).Alcohol.Class B Beer Reserve Liquor.5.21.25.REDACTED.pdf](#)

**Aldersperson Hartzheim moved, seconded by Aldersperson Croatt, that the alcohol licenses and related renewals for American Food & Vending Corporation be approved. Roll Call. Motion carried by the following vote:**

**Aye:** 14 - Aldersperson Josh Lambrecht, Aldersperson Vered Meltzer, Aldersperson Brad Firkus, Aldersperson Martyn Smith, Aldersperson Katie Van Zeeland, Aldersperson Denise Fenton, Aldersperson Patti Heffernan, Aldersperson Alex Schultz, Aldersperson Vaya Jones, Aldersperson Adrian Stancil-Martin, Aldersperson Nate Wolff, Aldersperson Sheri Hartzheim, Aldersperson Christopher Croatt and Aldersperson Denis Dougherty

**Excused:** 1 - Aldersperson Patrick Hayden

**Abstained:** 1 - Mayor Jake Woodford

[25-0617](#)

Class "B" Beer and "Class C" Wine License application for American Food & Vending Corporation d/b/a American Dining Creations, Kelly Noel, Agent, located at 1201 E John St, contingent upon approval from the Community Development department

**Attachments:** [American Dining Creations \(Banta Bowl\).Alcohol\\_Class B Beer\\_Class C Wine.5.21.25.REDACTED.pdf](#)

**This License was approved**

[25-0619](#)

Class "B" Beer and Reserve "Class B" Liquor License renewal application for American Food & Vending Corporation d/b/a American Dining Creations, Kelly Noel, Agent, located at 711 E Boldt Way, contingent upon approval of the original application

**Attachments:** [American Dining Creations.Warch 2025 Renewal.pdf](#)

**This License was approved**

[25-0621](#)

Class "B" Beer and "Class C" Wine License renewal application for American Food & Vending Corporation d/b/a American Dining Creations, Kelly Noel, Agent, located at 1201 E John St, contingent upon approval of the original application

**Attachments:** [American Dining Creations.Banta Bowl 2025 Renewal.pdf](#)

**This License was approved**

[25-0696](#)

Consolidated Action Items - Wilden Portfolio Park  
#25-0674 Municipal Services Committee - recommended for approval  
#25-0554 City Plan Commission - recommended for approval

**Aldersperson Fenton moved, seconded by Aldersperson Lambrecht, that the Consolidated Action Items related to Wilden Portfolio Park be approved. Roll Call. Motion carried by the following vote:**

**Aye:** 14 - Aldersperson Josh Lambrecht, Aldersperson Vered Meltzer, Aldersperson Brad Firkus, Aldersperson Martyn Smith, Aldersperson Katie Van Zeeland, Aldersperson Denise Fenton, Aldersperson Patti Heffernan, Aldersperson Alex Schultz, Aldersperson Vaya Jones, Aldersperson Adrian Stancil-Martin, Aldersperson Nate Wolff, Aldersperson Sheri Hartzheim, Aldersperson Christopher Croatt and Aldersperson Denis Dougherty

**Excused:** 1 - Aldersperson Patrick Hayden

**Abstained:** 1 - Mayor Jake Woodford

[25-0654](#)

Resolution #4-R-25 Rename Appleton Memorial Park to Veteran's Memorial Park

**Attachments:** [#4-R-25 Resolution to Rename Appleton Memorial Park to Veteran's Memorial Park.pdf](#)

**Aldersperson Hartzheim moved, seconded by Aldersperson Croatt, that the Resolution be amended to change the wording in Section 1. of the Now Therefore Be It Resolved portion to read: " A portion of Appleton Memorial Park identified the Memorial Park/Scheig Master Plan as event space expansion shall henceforth be named and dedicated as Veterans Acres at Appleton Memorial Park. Roll Call. Motion failed by the following vote:**

**Aye:** 5 - Aldersperson Vered Meltzer, Aldersperson Martyn Smith, Aldersperson Nate Wolff, Aldersperson Sheri Hartzheim and Aldersperson Christopher Croatt

**Nay:** 9 - Alderperson Josh Lambrecht, Alderperson Brad Firkus, Alderperson Katie Van Zeeland, Alderperson Denise Fenton, Alderperson Patrick Hayden, Alderperson Alex Schultz, Alderperson Vaya Jones, Alderperson Adrian Stancil-Martin and Alderperson Denis Dougherty

**Abstained:** 2 - Alderperson Patti Heffernan and Mayor Jake Woodford

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

**Aye:** 13 - Alderperson Josh Lambrecht, Alderperson Vered Meltzer, Alderperson Brad Firkus, Alderperson Katie Van Zeeland, Alderperson Denise Fenton, Alderperson Patti Heffernan, Alderperson Alex Schultz, Alderperson Vaya Jones, Alderperson Adrian Stancil-Martin, Alderperson Nate Wolff, Alderperson Sheri Hartzheim, Alderperson Christopher Croatt and Alderperson Denis Dougherty

**Nay:** 1 - Alderperson Martyn Smith

**Excused:** 1 - Alderperson Patrick Hayden

**Abstained:** 1 - Mayor Jake Woodford

## L. COMMITTEE REPORTS

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

**Alderperson Hartzheim moved, Alderperson Lambrecht seconded, to approve the balance of the agenda. The motion carried by the following vote:**

**Aye:** 14 - Alderperson Josh Lambrecht, Alderperson Vered Meltzer, Alderperson Brad Firkus, Alderperson Martyn Smith, Alderperson Katie Van Zeeland, Alderperson Denise Fenton, Alderperson Patti Heffernan, Alderperson Alex Schultz, Alderperson Vaya Jones, Alderperson Adrian Stancil-Martin, Alderperson Nate Wolff, Alderperson Sheri Hartzheim, Alderperson Christopher Croatt and Alderperson Denis Dougherty

**Excused:** 1 - Alderperson Patrick Hayden

**Abstained:** 1 - Mayor Jake Woodford

## 1. MINUTES OF THE MUNICIPAL SERVICES COMMITTEE

[25-0663](#)

Approve Permanent Street Occupancy Permit in College Avenue and Superior Street for 222 West College Avenue.

**Attachments:** [222 W College Ave Street Occupancy Memo.pdf](#)

**This Report Action Item was approved.**

[25-0664](#)

Approve Permanent Street Occupancy Permit to the Building for Kids Children's Museum for a Safe Walking Route in Washington Street, Appleton Street, and Oneida Street.

**Attachments:** [Permit to Occupy the Public ROW - Safe Route 2025 BFK APL.pdf](#)

This Report Action Item was approved.

[25-0665](#)

Approve Long Term Temporary Street Occupancy Permit for Bowl 91 (100 E College Avenue) Tables and Chairs in College Avenue Amenity Strip.

**Attachments:** [LTT Street Occupancy Permit Bowl 91 Tables and Chairs.pdf](#)

This Report Action Item was approved.

[25-0666](#)

Award Single-Source Design and Construction-Related Services Contract with Desman Design Management for 2026 Repair and Maintenance Program for the Red, Yellow, and Green Parking Ramps in an Amount Not to Exceed \$96,400.

**Attachments:** [2026 Desman Design Award Memo.pdf](#)

This Report Action Item was approved.

[25-0667](#)

Approve ordinance change to install stop signs on Edgemere Drive at Kensington Drive.

**Attachments:** [Edgemere-Kensington Yield to Stop Control Memo.pdf](#)

This Report Action Item was approved.

[25-0668](#)

Approve ordinance changes for parking on Florida Av and Durkee St by Einstein Middle School (follow-up to a 6-month evaluation).

**Attachments:** [Florida Av 300E Einstein MS Post 6-Mo Eval Memo.pdf](#)

This Report Action Item was approved.

[25-0669](#)

Approve ordinance changes for parking at 1500 N Durkee St, by Kaleidoscope Academy (follow-up to a 6-month evaluation).

**Attachments:** [Parking Changes 1500 N Durkee Memo.pdf](#)

This Report Action Item was approved.

[25-0670](#)

Approve Long Term Temporary Street Occupancy Permit for Lundgaard Park Construction Entrance at Lightning Drive Sidewalk through October 17, 2025.

**Attachments:** [Lundgaard Park Street Occupancy Permit.pdf](#)

This Report Action Item was approved.

[25-0671](#) Award of Unit P-25 Pavement Marking Maintenance Contract (Epoxy) to Brickline, Inc., in an amount not to exceed \$177,505.70.

**Attachments:** [P-25 Pavement Marking Contract Award Memo.pdf](#)

This Report Action Item was approved.

[25-0672](#) Approve ordinance changes for parking - School Route Plan for Sandy Slope Elementary School.

**Attachments:** [Sandy Slope SRTS Parking Changes Memo.pdf](#)

This Report Action Item was approved.

[25-0674](#) Wilden Portfolio Park - New Street Design Approvals.

**Attachments:** [Wilden Portfolio Park Roadway Designs Memo.pdf](#)  
[Wilden Portfolio Park Roadway Designs Updated Memo.pdf](#)

This Report Action Item was approved.

[25-0675](#) Approve Long Term Temporary Street Occupancy Permit for Farm Market Dumpsters on Allen Street through October 13, 2025.

**Attachments:** [Allen St Farm Market Dumpsters Occupancy Permit.pdf](#)

This Report Action Item was approved.

[25-0676](#) Approve the recommendation from the Appleton Public Arts Committee regarding the request from Neo Medina and the Trout Museum of Art to paint a mural to be located inside of the Red Ramp located at 134 S. Superior Street (Tax ID #31-2-0090-00) as described in the attached documents and subject to the conditions in the attached staff memo.

**Attachments:** [Red Ramp Mural Public Arts Committee Recommendation Memo.pdf](#)

This Report Action Item was approved.

## 2. MINUTES OF THE SAFETY AND LICENSING COMMITTEE

[25-0586](#) Mobile Home Park License Renewal Application for Fox Valley Estates, located at 106 Primrose Lane, contingent on approval from the Public Works department

**Attachments:** [Fox Valley Estates Mobile Home Park Renewal App.pdf](#)

This Report Action Item was approved.

[25-0611](#)

Taxicab Company License Renewal Application for Z's Overflow LLC d/b/a Phoenix Transportation, Owner, Zonea Mims, 1280 S. Van Dyke Rd. #3, Appleton, WI 54914, contingent upon approval from the Risk Manager

**Attachments:** [Z's Overflow LLC - Taxicab Co Renewal App.pdf](#)

**This Report Action Item was approved.**

[25-0622](#)

2025-2026 Late Late Alcohol License renewal applications, contingent upon approval from all departments by 12:00 p.m. on June 30, 2025

**Attachments:** [2025 Late Late Alcohol License Renewals.pdf](#)

**This Report Action Item was approved.**

[25-0623](#)

Class "A" Beer and "Class A" Liquor License Change of Agent for Walgreen Co d/b/a Walgreen #5102, David Gallagher, New Agent, located at 700 W College Ave, contingent upon approval from the Police department

**Attachments:** [Walgreens 5102.Alcohol.COA.5.19.25.pdf](#)

**This Report Action Item was approved.**

[25-0624](#)

Class "B" Beer and Reserve "Class B" Liquor License Change of Agent for Holidays Pub LLC d/b/a Holidays Pub & Grill, Franklin Jaramillo, New Agent, located at 3950 N Richmond St, contingent upon approval from the Police department

**Attachments:** [Holidays Pub & Grill.Alcohol.COA.6.2.25.pdf](#)

**This Report Action Item was approved.**

[25-0625](#)

2025-2026 Late Late Cigarette, Tobacco, and Electronic Vaping Device License renewal applications

**Attachments:** [2025 LATE LATE CTV RENEWALS.pdf](#)

**This Report Action Item was approved.**

[25-0626](#)

Class "B" Beer and "Class B" Liquor License Permanent Premises Amendment application for Generation Paulson d/b/a The Daily Pint, Chris Paulson, Agent, located at 830 E Northland Ave, contingent upon approval from the Health and Public Works departments

**Attachments:** [The Daily Pint.Alcohol.PA\\_Perm.5.21.25.REDACTED.pdf](#)

**This Report Action Item was approved.**

[25-0627](#)

Class "B" Beer and "Class B" Liquor License Temporary Premises Amendment application for Generation Paulson d/b/a The Daily Pint, Chris Paulson, Agent, located at 830 E Northland Ave, on July 27, 2025 from 1:00 p.m. to 8:00 p.m., contingent upon approval from the Health, Inspections and Public Works departments

**Attachments:** [The Daily Pint.Alcohol.PA\\_Temp.5.21.25.REDACTED.pdf](#)

**This Report Action Item was approved.**

[25-0628](#)

Class "B" Beer and "Class B" Liquor License Permanent Premises Amendment application for Bowl Ninety-One LLC d/b/a Bowl Ninety-One, Thong Vue, Agent, located at 100 E College Ave, contingent upon approval from the Health, Inspections, and Public Works departments

**Attachments:** [Bowl Ninety One.Alcohol.PA\\_Perm.5.21.25.REDACTED.pdf](#)

**This Report Action Item was approved.**

[25-0629](#)

Class "B" Beer and "Class B" Liquor License Temporary Premises Amendment application for Chandelier LLC d/b/a Broken Chandelier, Kyle Jones, Agent, located at 215 W College Ave, contingent upon approval from the Fire, Health, Inspections, and Public Works departments

**Attachments:** [Broken Chandelier.PA\\_Temp.Summer 2025.REDACTED.pdf](#)

**This Report Action Item was approved.**

[25-0630](#)

Class "B" Beer and "Class B" Liquor License Temporary Premises Amendment application for Spats Food and Spirits LLC d/b/a Spats Food and Spirits, Nicholas Kapheim, Agent, located at 733 W College Ave from 12:00 p.m. to 12:00 a.m. on July 31, August 1, 2, 3, 4, and 5, 2025 for Mile of Music event, contingent upon approval from the Police, Inspections, and Finance department

**Attachments:** [Spats.Alcohol.PA\\_Temp.Mile of Music.7.31.25.REDACTED.pdf](#)

**This Report Action Item was approved.**

[25-0631](#)

Class "B" Beer and "Class B" Liquor License Temporary Premises Amendment application for SC Carrow Corp d/b/a Rookies Sports Bar & Grill, Steven Carrow, Agent, located at 325 N Appleton St, from 11:00 a.m. on July 31 to 11:00 a.m. on August 3, 2025 for Mile of Music event, contingent upon approval from the Police, Health, Inspections, and Public Works departments

**Attachments:** [Rookies Sports Bar & Grill.Alcohol.PA\\_Temp.Mile of Music.7.31.25.REDACTED.pdf](#)

**This Report Action Item was approved.**

[25-0632](#)

Class "B" Beer and "Class B" Liquor License Temporary Premises Amendment application for Fox River House LLC d/b/a Fox River House, Cassidy Evers, Agent, located at 211 S Walnut St, from 8:00 a.m. on July 31 to 8:00 p.m. on August 3, 2025 for Mile of Music event, contingent upon approval from the Community Development and Inspections departments

**Attachments:** [Fox River House.Alcohol.PA\\_Temp.7.31.25.REDACTED.pdf](#)

**This Report Action Item was approved.**

[25-0633](#)

Class "B" Beer and "Class B" Liquor License Temporary Premises Amendment application for TNE Inc d/b/a Emmetts Bar & Grill, Sharon Reader, Agent, located at 139 N Richmond St, on July 31, 2025 from 3:00 p.m. to 11:00 p.m., August 1 & 2, 2025 from 1:00 p.m. to 11:00 p.m., and August 3, 2025 from 3:00 p.m. to 8:00 p.m. for Mile of Music event, contingent upon approval from the Community Development, Inspections, and Public Works departments

**Attachments:** [Emmetts Bar & Grill.Alcohol.PA\\_Temp.7.31.25.REDACTED.pdf](#)

**This Report Action Item was approved.**

[25-0638](#)

Salvage Dealer's License renewal application for Golper Supply Co Inc, David Golper, Applicant, located at 1810 W Edgewood Dr, contingent upon approval from the Inspections department

**Attachments:** [Golper Supply Co.SV.5.28.25.REDACTED.pdf](#)

**This Report Action Item was approved.**

[25-0641](#)

Salvage Dealer's License renewal application for Mach IV Motors LLC, Kara Tullberg, Applicant, located at 600 E Hancock St, contingent upon approval from the Fire and Inspections department

**Attachments:** [Mach IV Motors.SV.6.3.25.REDACTED.pdf](#)

**This Report Action Item was approved.**

[25-0642](#)

Pet Store License renewal application for Fish Cave, Ton Vang, Applicant, located at 2110 S Memorial Dr, contingent upon approval from the Inspections department

**Attachments:** [Fish Cave.PK.5.29.25.REDACTED.pdf](#)

**This Report Action Item was approved.**

[25-0650](#)

Hop Yard Ale Works Full Service Retail Outlet Transfer Application for Flick & Sips Events: July 11, 2025 & September 13, 2025

**Attachments:** [Hop Yard AB105 - 2025 Flick-n-Sips.pdf](#)

This Report Action Item was approved.

### 3. MINUTES OF THE CITY PLAN COMMISSION

[25-0554](#)

Request to approve the Wilden Portfolio Park Preliminary Plat (Thrivent Campus) as shown on the attached maps and subject to the conditions in the attached staff memo

**Attachments:** [StaffMemo\\_WildenPortfolioPark\\_PrePlat\\_For05-28-25.pdf](#)

This Report Action Item was approved.

[25-0604](#)

Request to approve Rezoning #5-25 for the Dewitt Development Partners, LLC Annexation, formerly in the Town of Grand Chute, consisting of approximately 72.2948 acres located in the 6000 block of North French Road (Tax Id #31-1-8310-00, 31-1-8310-01 and 31-1-8310-02), including to the centerline of the adjacent right-of-way, as shown on the attached maps, from AG Agricultural District to R-2 Two-Family District

**Attachments:** [StaffMemo\\_6000 N. French Road Rezoning\\_For06-11-25.pdf](#)  
[6-5-25 Email from Arlyn Sieber 3220 E Aquamarine.pdf](#)

This Report Action Item was approved.

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

### 5. MINUTES OF THE FINANCE COMMITTEE

[25-0614](#)

Request to apply for 2026 a Safe Drinking Water Loan and to approve a Resolution declaring official intent to reimburse expenditures for loan disbursement payments

**Attachments:** [SDWL and Resolution Memo w Resolution.pdf](#)

This Report Action Item was approved.

[25-0618](#)

Request to award sole source purchase of AWWTP Polymer Make-Down Systems to Polydyne Inc for total cost not to exceed \$89,500

**Attachments:** [250603\\_Finance Memo\\_Sole Source PolymerMakedown\\_Polydyne.pdf](#)

This Report Action Item was approved.

[25-0644](#)

Approve Change Order #6 to Rohde Brothers, Inc. contract as part of the AWWTP Sludge Piping and Digester Heat Exchanger Replacement Project totaling \$111,247 resulting in a decrease in contingency from \$134,357 to \$23,110

**Attachments:** [250603 Finance Info Memo AWWTP HEX ReplacementChangeOrderNo6-rev.pdf](#)

**This Report Action Item was approved.**

[25-0657](#)

Request to approve a resolution authorizing the Mayor and City Clerk to execute the Principal Forgiven Financial Assistance Agreement that contains the terms and conditions of the Safe Drinking Water Loan Program and award of \$510,523 for the Project

**Attachments:** [DNR SDWLP Resolution 2025.pdf](#)

**This Report Action Item was approved.**

[25-0658](#)

Request to approve the following 2025 Budget amendment:

**Water Utility Fund**

Lead Service Replacement	+ \$510,523
Other Reimbursement Revenue	+ \$510,523

To record acceptance of the Principal Forgiven Financial Assistance Loan for private-side lead services replacements (2/3 vote of Council required)

**Attachments:** [Water Utility Fund 2025 Budget Amendment - LSL Program.pdf](#)

**This Report Action Item was approved.**

[25-0677](#)

Request to approve amendment to increase ARPA Grant Administration contract with Booth Management Consulting, LLC by \$70,000 for an amount not to exceed of \$220,000

**Attachments:** [Memo\\_ARPA\\_BMContractAmendment\\_06052025.pdf](#)

**This Report Action Item was approved.**

[25-0678](#)

Request to approve two resolutions for the development of a corridor study and a comprehensive bike and pedestrian plan in support of SS4A Planning and Demonstration MPO Grant Applications

**Attachments:** [Memo SS4A resolution of support.pdf](#)  
[Bike Ped Plan SS4A resolution of support.pdf](#)  
[CTH KK SS4A resolution of support.pdf](#)

**This Report Action Item was approved.**

## 6. MINUTES OF THE COMMUNITY DEVELOPMENT COMMITTEE

[25-0607](#)

Request to approve the 2024 Consolidated Annual Performance and Evaluation Report (CAPER) for the Community Development Block Grant (CDBG) Program

**Attachments:**    [CAPER Memo to CDC 6-11-25.pdf](#)  
[Appleton\\_2024PY\\_CDBG\\_CAPER\\_Draft For Public Comment.pdf](#)

**This Report Action Item was approved.**

[25-0609](#)

Request to approve the 2025-2029 Consolidated Plan for the Community Development Block Grant (CDBG) Program

**Attachments:**    [Consolidated Plan Memo to CDC 6-11-25.pdf](#)  
[CDBG\\_Consolidated Plan\\_2025-2029\\_Draft for Public Comment.pdf](#)

**This Report Action Item was approved.**

[25-0645](#)

Request to approve the REVISED 2025-2026PY (Program Year) Community Development Block Grant (CDBG) allocations as specified in the attached documents

**Attachments:**    [CDBG\\_2025PY\\_Revised Allocation Memo to CDC 6-11-25.pdf](#)  
[CDBG\\_2025PY\\_Revised Allocations.pdf](#)  
[CDBG\\_2025PY\\_Final Allocations\\_Project Descriptions.pdf](#)

**This Report Action Item was approved.**

## 7. MINUTES OF THE UTILITIES COMMITTEE

[25-0653](#)

Request Approval of the Electronic Compliance Maintenance Annual Report (eCMAR) for 2024 and Request the following Resolution be presented to the Common Council for approval:

Whereas, the City of Appleton manages, operates, and maintains a sewer collection system and wastewater treatment plant; and

Whereas, treatment efforts produce a liquid effluent and a biosolids that are returned to the environment; and

Whereas, the State of Wisconsin evaluates wastewater utilities throughout the State of Wisconsin through an electronic Compliance Maintenance Annual Report (eCMAR); and

Whereas, Appleton received the score of 4.0 GPA; and

Whereas, the State of Wisconsin requests the Common Council pass a resolution accepting the eCMAR report;

Now, therefore, be it resolved by the City Council that the City of Appleton:

Article 1. Continue supporting the treatment and maintenance programs at the utility

Article 2. Continue planning efforts that will address and promote long term performance results at the facility.

Attachments: [Validated eCMAR 2024.pdf](#)

This Report Action Item was approved.

- 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

[25-0695](#)

Ordinance #70-25

**Attachments:** [Ordinances to Council 6-18-25.pdf](#)**Aldersperson Hartzheim moved, seconded by Aldersperson Fenton, that the Ordinance be approved. Roll Call. Motion carried by the following vote:****Aye:** 14 - Aldersperson Josh Lambrecht, Aldersperson Vered Meltzer, Aldersperson Brad Firkus, Aldersperson Martyn Smith, Aldersperson Katie Van Zeeland, Aldersperson Denise Fenton, Aldersperson Patti Heffernan, Aldersperson Alex Schultz, Aldersperson Vaya Jones, Aldersperson Adrian Stancil-Martin, Aldersperson Nate Wolff, Aldersperson Sheri Hartzheim, Aldersperson Christopher Croatt and Aldersperson Denis Dougherty**Excused:** 1 - Aldersperson Patrick Hayden**Abstained:** 1 - Mayor Jake Woodford

## 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. CLOSED SESSION

[25-0583](#)

The Common Council will go into closed session according to State Statute §19.85(1)(e) for the purpose of discussing the investment of public funds and real estate negotiations where competitive or bargaining reasons require a closed session concerning a proposed future use of a portion of Appleton Memorial Park. At the conclusion of its discussion, the Common Council will reconvene in open session.

**Aldersperson Hartzheim moved, seconded by Aldersperson Croatt, that the Common Council convene into Closed Session at 8:21 p.m.. Roll Call. Motion carried by the following vote:****Aye:** 14 - Aldersperson Josh Lambrecht, Aldersperson Vered Meltzer, Aldersperson Brad Firkus, Aldersperson Martyn Smith, Aldersperson Katie Van Zeeland, Aldersperson Denise Fenton, Aldersperson Patti Heffernan, Aldersperson Alex Schultz, Aldersperson Vaya Jones, Aldersperson Adrian Stancil-Martin, Aldersperson Nate Wolff, Aldersperson Sheri Hartzheim, Aldersperson Christopher Croatt and Aldersperson Denis Dougherty**Excused:** 1 - Aldersperson Patrick Hayden**Abstained:** 1 - Mayor Jake Woodford

## T. ADJOURN

*Aldersperson Hartzheim moved, seconded by Aldersperson Wolff, that the Common Council reconvene into open session. Roll Call. Motion Carried 14/0 and at 8:50 p.m. the Common Council reconvened into Open Session. No action was taken in Closed Session.*

**Aldersperson Hartzheim moved, seconded by Aldersperson Fenton, that the meeting be adjourned at 8:51 p.m. Roll Call. Motion carried by the following vote:**

**Aye:** 14 - Aldersperson Josh Lambrecht, Aldersperson Vered Meltzer, Aldersperson Brad Firkus, Aldersperson Martyn Smith, Aldersperson Katie Van Zeeland, Aldersperson Denise Fenton, Aldersperson Patti Heffernan, Aldersperson Alex Schultz, Aldersperson Vaya Jones, Aldersperson Adrian Stancil-Martin, Aldersperson Nate Wolff, Aldersperson Sheri Hartzheim, Aldersperson Christopher Croatt and Aldersperson Denis Dougherty

**Excused:** 1 - Aldersperson Patrick Hayden

**Abstained:** 1 - Mayor Jake Woodford

Kami Lynch, City Clerk



# CITY OF APPLETON

**Date:** July 10<sup>th</sup>, 2025  
**To:** Members of the Common Council  
**From:** Mayor Jacob A. Woodford   
**Subject:** City Clerk Appointment

---

The City Clerk position was vacated by resignation on July 3<sup>rd</sup>, 2025. Following a competitive open hiring process, I am pleased to recommend an exceptional candidate for the role.

Amy Molitor has worked for the City of Appleton as the Deputy City Clerk since January 2021. Her past experience includes working as the Volunteer Coordinator at the Neenah Public Library and the Communications Intern at the City of Appleton. She received her BS in Political Science from the University of Wisconsin-Oshkosh in 2012 and her Master of Public Administration – Local Government from the University of Colorado Denver in 2020. Since joining the City of Appleton, she completed the UW-GB Wisconsin Municipal Clerks Institute and became a Wisconsin Certified Municipal Clerk. Throughout her time with the City, she has contributed to the various responsibilities handled by the City Clerk's Office, including supporting the City Clerk in administering 14 elections, assisting with license renewal processes, building the Clerk's Office webpage, and acting as the main support for agenda & minutes creation.

It is my honor to recommend for your consideration Amy Molitor to serve as City Clerk.

# PROCLAMATION



## Office of the Mayor

**WHEREAS**, childhood is a time to live, play, and learn; and

**WHEREAS**, it's important to build children's imagination, creativity, and confidence; and

**WHEREAS**, Children's Week is recognized in Appleton to show children how special they are to their families, how city government connects to their everyday lives, and how important they are to the future of our communities; and

**WHEREAS**, the City of Appleton demonstrates its appreciation of children and families in our communities by promoting a safe and healthy environment for our children; and

**WHEREAS**, all Children's Week activities are provided for little or no cost by City departments, community volunteers, and local business sponsors to thousands of children each year including swimming, sports activities, carnival games/amusements, Library events, Children's Parade, special events at parks, and much more; and

**WHEREAS**, Children's Week serves to reinforce the City's appreciation of volunteerism, educates children about relevant services, and connects children to City staff and local community members and volunteers.

**NOW THEREFORE, BE IT RESOLVED, THAT I, JACOB A. WOODFORD**, Mayor of the City of Appleton, Wisconsin, do hereby proclaim July 20 – July 26, 2025, as

## Children's Week

in Appleton and urge all citizens to support efforts and attend events to celebrate the children of our communities.

Signed and sealed this 7<sup>th</sup> day of July 2025.

  
**JACOB A. WOODFORD**  
MAYOR OF APPLETON



# PROCLAMATION



## Office of the Mayor

**WHEREAS**, parks and recreation services are an integral part of communities throughout this country, including the City of Appleton, and are important for establishing and maintaining quality of life, ensuring the health of citizens, and contributing to the economic and environmental well-being of a community and region; and

**WHEREAS**, parks and recreation services build healthy, active communities that aid in the prevention of chronic disease, provide therapeutic recreation for those with different abilities, and improve the mental and emotional health of all residents; and

**WHEREAS**, parks and recreation services increase a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, attraction and retention of businesses, and crime reduction; and

**WHEREAS**, parks and natural recreation areas are fundamental to the environmental well-being of communities as they improve water quality, protect groundwater, prevent flooding, improve the quality of the air we breathe, provide vegetative buffers to development, and produce habitat for wildlife; and

**WHEREAS**, our parks and natural recreation areas ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors; and

**WHEREAS**, as the U.S. House of Representatives has designated July as Parks and Recreation Month, the City of Appleton also recognizes the benefits derived from parks and recreation resources.

**NOW THEREFORE, BE IT RESOLVED, THAT I, JACOB A. WOODFORD**, Mayor of the City of Appleton, Wisconsin, do hereby proclaim the month of July 2025 as

## **Parks and Recreation Month**

in Appleton and urge all citizens to join with other communities in recognizing that parks and recreation services are essential to the quality of life not only in July, but throughout the entire year.



Signed and sealed this 16 day of July 2025.

**JACOB A. WOODFORD**  
MAYOR OF APPLETON

## CITY OF APPLETON

### NOTICE OF PUBLIC HEARING

#### PROPOSED COMPREHENSIVE PLAN FUTURE LAND USE MAP AMENDMENT

NOTICE IS HEREBY GIVEN of a Public Hearing to be held before the Appleton Common Council on Wednesday, July 16, 2025, at 7:00 P.M. in Council Chambers, 6th Floor, City Hall, 100 North Appleton Street, or as soon thereafter as can be heard, for the purpose of considering a Comprehensive Plan Future Land Use Map Amendment request.

Pursuant to Chapter 12: Implementation of the City of Appleton Comprehensive Plan 2010-2030, to consider a request by Health Management Partners LLC, owner, and OPN Architects, applicant, for the subject parcel located at 0 E. Goodland Drive (Tax Id #31-1-6723-12) to amend the Comprehensive Plan Future Land Use Map from future Business/Industrial land use designation to future Commercial land use designation.

A copy of the proposed amendment to the Comprehensive Plan Future Land Use Map is available in the Appleton Community Development Department or the Office of the City Clerk from 8:00 a.m. until 4:30 p.m., Monday through Friday.

All persons interested are invited to express your views or concerns regarding the above-described request. The Common Council meeting is open to the public. Feedback can also be shared with Common Council members via written letter, email, or phone call. Alternatively, you can also contact the Mayor's Office at [mayor@appleton.org](mailto:mayor@appleton.org) and your comments will be forwarded to the Common Council.

Any questions regarding this matter should be directed to Colin Kafka, Principal Planner, in the Community Development Department at 920-832-6476 or by email at [colin.kafka@appletonwi.gov](mailto:colin.kafka@appletonwi.gov).

KAMI LYNCH  
CITY CLERK

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

RUN: June 10, 2025



# CITY OF APPLETON

## MEMORANDUM

**Date:** 5/6/25  
**To:** Municipal Services Committee  
**From:** Connor Deeg, E.I.T., Traffic Engineer  
**Subject:** Parking changes at 500 Block of W Johnston Street  
(follow-up to a 6-month evaluation)

---

Due to a business owner's request, the City's Traffic Section recently assessed the parking on Johnston Street near where it intersects Walnut Street. Based on our initial review, there was enough space to create a loading zone where there previously was a *No Parking* zone.

We initiated an evaluation period in October of 2024. The evaluation included converting a small area from a *No Parking* zone to *15-Minute Loading* zone. See *Figure 1* below.

This arrangement has had the desired effect, and we have received positive feedback from the community. Based on this, we recommend the changes be made permanent. To accomplish this, the following ordinance changes are necessary:

1. **Create:** "Designate a 15-minute Loading Zone on the south side of Johnston Street from a point 15 feet west of Walnut Street to a point 31 feet west of Walnut Street."
2. **Create:** "Designate a One-Hour Parking zone from 9 a.m. to 5 p.m., except Sundays and Holidays, on the south side of Johnston Street from a point 31 feet west of Walnut Street to a point 60 feet west of Walnut Street."

Figure 1





# CITY OF APPLETON

## MEMORANDUM

**Date:** 6/23/25  
**To:** Municipal Services Committee  
**From:** Connor Deeg, E.I.T., Traffic Engineer  
**Subject:** Parking changes at 500 Block of W Johnston Street  
(follow-up to a 6-month evaluation)

---

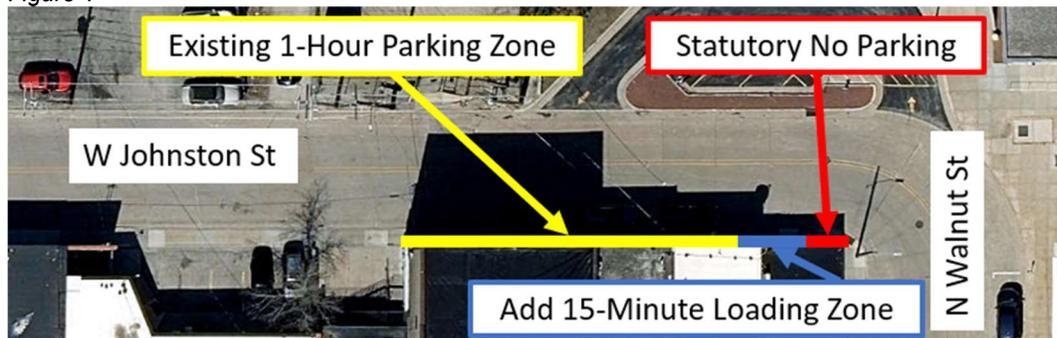
Due to a business owner's request, the City's Traffic Section recently assessed the parking on Johnston Street near where it intersects Walnut Street. Based on our initial review, there was enough space to create a loading zone where there previously was a *No Parking* zone.

We and initiated an evaluation period in October of 2024. The evaluation included converting a small area from a *No Parking* zone to *15-Minute Loading* zone. See *Figure 1* below.

This arrangement has had the desired effect, and we have received positive feedback from the community. Based on this, we recommend the changes be made permanent. To accomplish this, the following ordinance changes are necessary:

1. **Create:** "Designate a 15-minute Loading Zone on the south side of Johnston Street from a point 15 feet west of Walnut Street to a point 40 feet west of Walnut Street."
2. **Create:** "Designate a One-Hour Parking zone from 9 a.m. to 5 p.m., except Sundays and Holidays, on the south side of Johnston Street from a point 40 feet west of Walnut Street to a point 128 feet west of Walnut Street."

Figure 1





# CITY OF APPLETON

## MEMORANDUM

**Date:** 6/17/25  
**To:** Municipal Services Committee  
**From:** Connor Deeg, E.I.T., Traffic Engineer  
**Subject:** Approve ordinance changes related to parking on 300 block of W Foster Street at Foster Elementary School. (follow-up to a 6-month evaluation)

---

At the request of the AASD, the City's Traffic Section recently assessed the possibility of adding a Bus Loading Zone on Foster Street adjacent to Foster Elementary School, as the buses were having a difficult time picking up and dropping off students. Based on DPW's initial review, there was a need for creation of a Bus Loading Zone.

DPW initiated an evaluation period in December of 2024. The evaluation included converting a Passenger Loading Zone to a Bus Loading Zone. See *Figure 1* below.

This arrangement has had the desired effect, and DPW has received positive feedback from AASD. Based on this, DPW recommends the changes be made permanent. To accomplish this, the following ordinance changes are necessary:

1. **Create:** "Stopping/standing/parking be prohibited on school days from 7:30 a.m. to 4:30 p.m. on the south side of Foster Street from Wilkie Street to a point 15 feet east of Wilkie Street."
2. **Create:** "Stopping/standing/parking be prohibited, except buses, on school days from 7:30 a.m. to 4:30 p.m. on the south side of Foster Street from a point 15 feet east of Wilkie Street to a point 110 feet east of Wilkie Street."
3. **Create:** "Stopping/standing/parking be prohibited on school days from 7:30 a.m. to 4:30 p.m. on the south side of Foster Street from a point 110 feet east of Wilkie Street to a point 187 feet east of Wilkie Street."

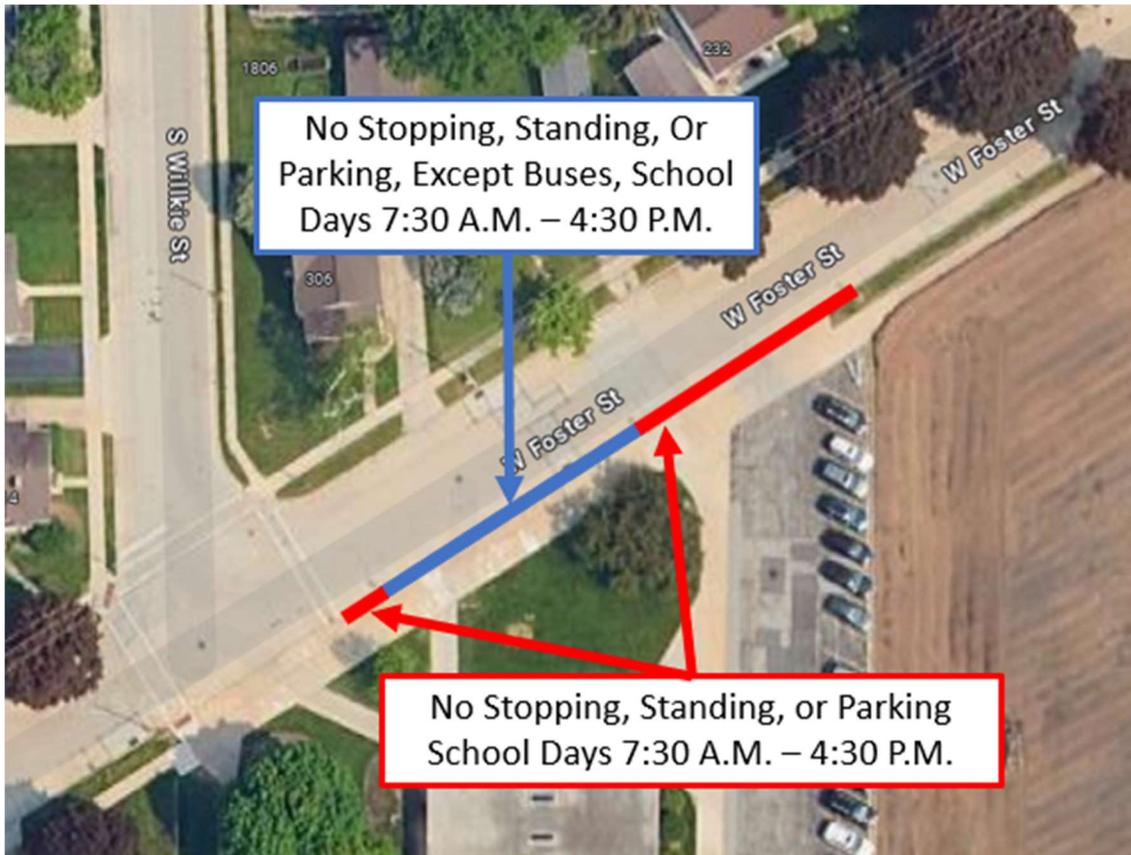


Figure 1.



# CITY OF APPLETON

## MEMORANDUM

**Date:** 06/16/2025  
**To:** Municipal Services Committee  
**From:** Michael Hardy, P.E., Traffic Engineer  
**Subject:** Award of the Unit Q-25 Pavement Marking Maintenance Contract (Paint) to Crowley Construction Corporation in an amount not to exceed \$42,386.00

---

Quotes were opened for the *Unit Q-25 Pavement Marking Maintenance Contract* on June 16, 2025, as a means of establishing unit prices for this annual maintenance contract, which generally involves the installation and replacement transverse waterborne pavement markings throughout the City.

Quotes were solicited from five companies, but only one quote was received. Crowley Construction Corp. of Wauwatosa, Wisconsin, submitted the quote for the total amount of \$37,386.00. The unit prices contained in the quote are approximately 4% higher than last year, which is consistent with general inflation and trends in the industry. Crowley has completed this type of work for the City in recent years with excellent results.

Based on this, we recommend award of the contract to Crowley Construction Corp. in an amount not to exceed \$42,386.00 (which includes an additional \$5,000 for unanticipated work). This dollar amount is based on available budgeted funds for pavement marking maintenance, as well as pavement marking maintenance to be completed for Parking Utility.



# PERMIT TO OCCUPY THE PUBLIC RIGHT-OF-WAY

Permit # : \_\_\_\_\_  
 Effective Date: \_\_\_\_\_  
 Expiration Date: \_\_\_\_\_  
 Non-Refundable Fee: \_\_\_\_\_  
 Paid (yes or no): \_\_\_\_\_

Rev. 05-2024

**Applicant Information**

Name (print): Jon Morehouse Company: Hoffman Planning, Design and Construction  
 Address: 122 E College Ave Suite 1G Telephone: 902-570-3829  
Appleton, WI 54911 E-mail: jmorehouse@hoffman.net  
 Applicant Signature: \_\_\_\_\_ Date: 6/13/25

**Occupancy Information**

General Description/Reason: Would like to run the exhaust for the temporary generator over the sidewalk  
The best location until the permanent generator is installed without blocking more of the public right of way  
 Street Address: ~~122~~ W College Ave Sidewalk/roadway obstruction requested  Y or  N  
 - or - 222  
 Multiple Streets: The exhaust would be ran overhead on the north sidewalk of Superior St  
 Date(s) From: 7/12/25 To: 12/13/25 35 days or <  35 days or >   
 (Requires Committee and Council Approval)

**(Department use only)**

Occupancy Type	Sub-Type	Location
<input type="checkbox"/> Permanent - Obstruction (\$40)	<input type="checkbox"/> Awning	<input checked="" type="checkbox"/> Sidewalk
<input checked="" type="checkbox"/> Temporary - Obstruction (\$40)	<input type="checkbox"/> Dumpster	<input type="checkbox"/> Terrace
<input type="checkbox"/> Amenity/Annual (\$40)	<input type="checkbox"/> Sign	<input type="checkbox"/> Roadway
<input type="checkbox"/> Blanket/Annual (\$250)	<input checked="" type="checkbox"/> Obstruction / Other	
<input type="checkbox"/> Block Party (\$15)	<input type="checkbox"/> POD / Container	

**Additional Requirements**

Plan/Sketch  Certificate of Insurance  Bond  Committee and Council Approval  
 Other : \_\_\_\_\_ Date: \_\_\_\_\_

**Traffic Control Requirements**  N/A  Contact Traffic Division (920-832-2379) 1 business day prior to any lane closure, or 2 business days prior to a full road closure.  
 Additional Requirements: \_\_\_\_\_

Type of Street:	Proposed Traffic Control:
<input type="checkbox"/> Arterial/CBD	<input type="checkbox"/> City Manual Page(s) _____
<input type="checkbox"/> Collector	<input type="checkbox"/> State Manual Page(s) _____
<input type="checkbox"/> Local	<input type="checkbox"/> Other (attach plan) _____

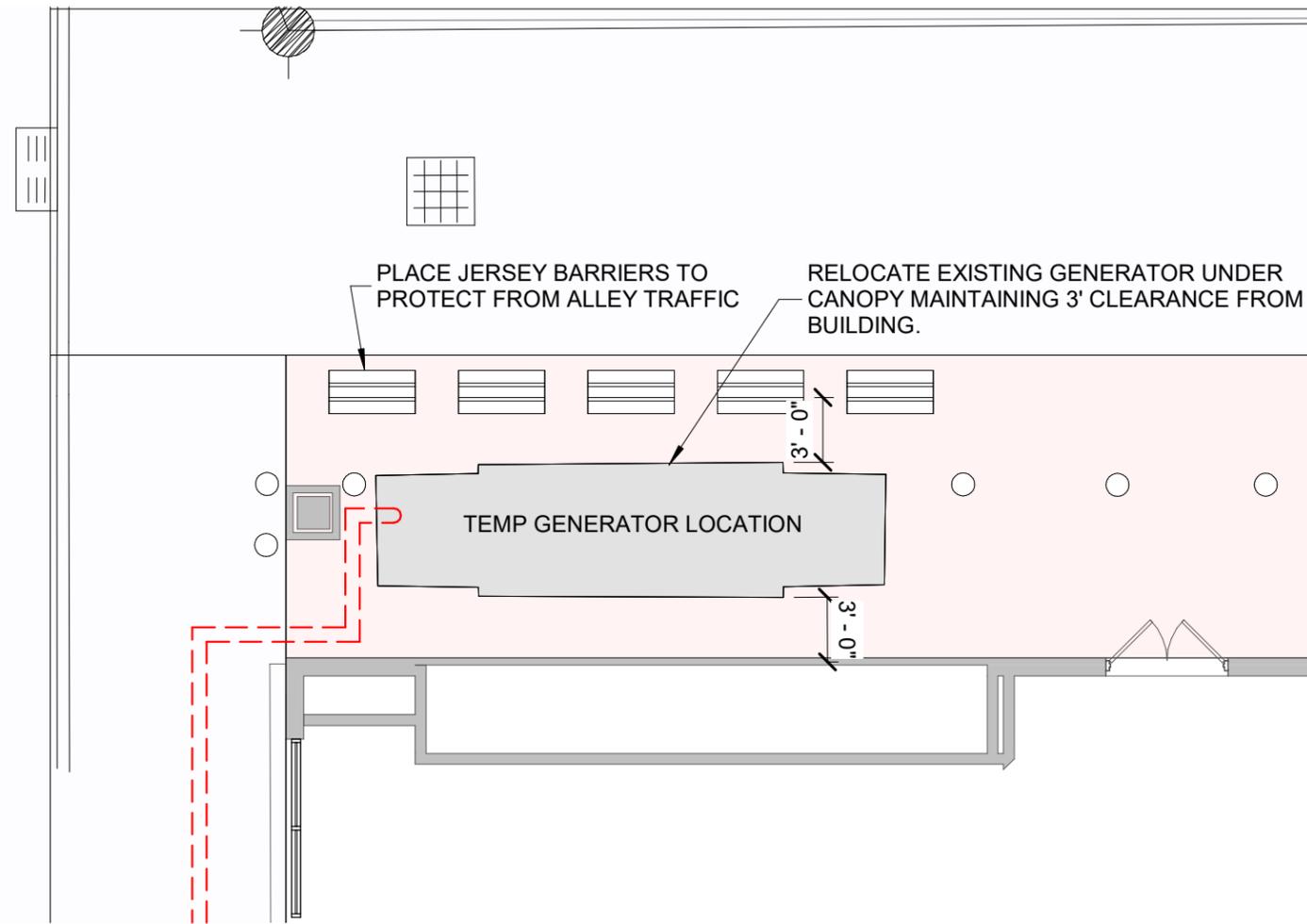
Approved by: \_\_\_\_\_ Date: \_\_\_\_\_

- This permit approval is subject to the following conditions:**
1. Permittee is responsible to obtain any further permits that may be required as part of this occupancy.
  2. Permittee shall adhere to any plan(s) that were submitted to the City of Appleton as part of this application.
  3. This permit is subject to IMMEDIATE REVOCATION and/or issuance of a MUNICIPAL CITATION if conditions of the permit are not met.
  4. This permit is subject to IMMEDIATE REVOCATION if unfavorable traffic conditions develop during the period the occupancy is permitted.
  5. **Dumpsters/PODs/Containers shall be located within 12" of face of curb.**
  - 6.

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

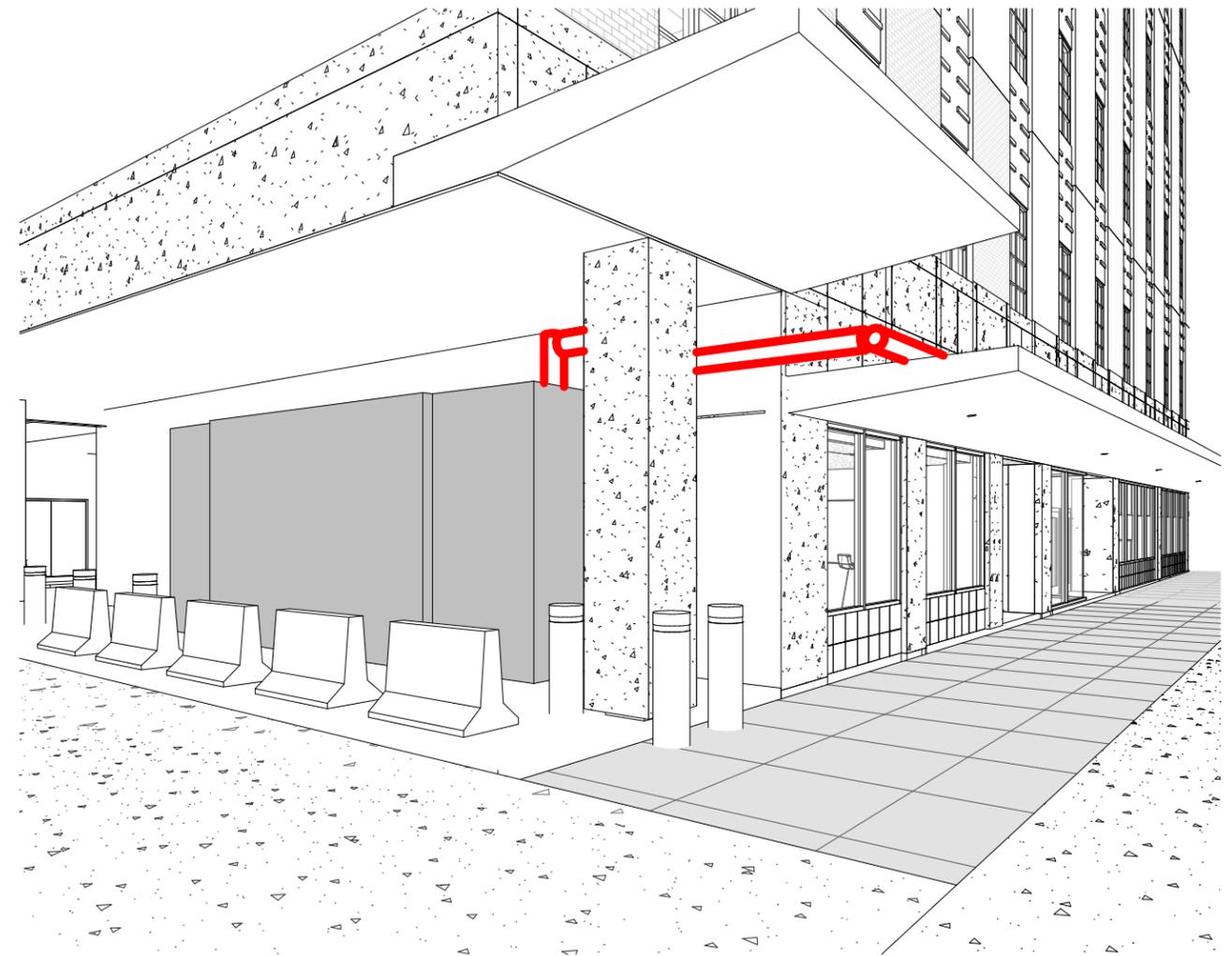
The Grantee shall guarantee at their expense, the repair or replacement of pavement, sidewalk and any other facilities within the public right-of-way damaged or destroyed by the Grantee or any sub-contractor working for them. The Grantee shall assume complete and full liability and responsibility, in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

**APPROVED BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_  
 (Department of Public Works)



## PLAN VIEW

SCALE 1/8" = 1'-0"



## 3D VIEW

SCALE

# TEMP GENERATOR



**STATE/MUNICIPAL FINANCIAL  
AGREEMENT FOR A STATE- LET  
HIGHWAY PROJECT**

Date: April 16, 2025  
I.D.: 1130-65-81 (Design 1130-63-01)  
Road Name: IH 41  
Title: Appleton – De Pere  
Limits: French Road Overpass  
County: Outagamie  
Roadway Length: 0.337 miles

The signatories **City of Appleton and Outagamie County**, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and affect the highway or street improvement hereinafter described.

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

**NEEDS AND ESTIMATE SUMMARY:**

**Existing Facility - Describe and give reason for request:** The IH 41 Project corridor, which has four travel lanes – two in each direction – is congested and sees a higher rate of crashes than similarly configured freeways in Wisconsin. By federal standards, the project area has multiple roadway design deficiencies, and much of its pavement and several bridges are nearing the end of their useful lives and must be replaced.

The French Road Bridge over IH 41 conflicts with the proposed improvements at the IH 41 and STH 441 systems interchange. The existing bridge needs to be replaced.

**Proposed Improvement - Nature of work:** The existing structure carrying French Road over IH 41 will be removed and replaced with a three-span concrete girder structure (B-44-0329).

French Road will be reconstructed from a two-lane rural typical section to a two-lane urban typical section with bike lanes. The limits of the reconstruction of French Road extend from approximately 700 feet south of IH 41 and 1,225 feet north of IH 41.

Sidewalk will be installed on structure (B-44-0329) and within the project limits.

Work will also include storm sewer installation, erosion control, fertilizer/seed/ mulch, permanent signing, pavement marking and temporary traffic control.

Street lighting will be installed along French Road within the project limits.

Structure staining and decorative silhouettes will be added to bridge B-44-0329 as Community Sensitive Design (CSD) amenities.

**Describe non-participating work included in the project and other work necessary to finish the project completely which will be undertaken independently by the municipality:**

Non-participating work is not necessary to finish the project, but the Municipality has requested a 100% non-participating category be included to be able to add City of Appleton Intelligent Transportation Systems (ITS) elements and address any unanticipated non-participating needs during construction.

SUMMARY OF COSTS								
<sup>1</sup> Phase	Total Est. Cost	Federal/State Funds	%	Outagamie County	%	City of Appleton		
Design Engineering	NA	NA		NA		NA		
Real Estate Acquisition	NA	NA		NA		NA		
Municipal Utility Coordination	NA	NA		NA		NA		
<sup>2</sup> Construction: 1130-65-81								
Category	Description							
1000	Roadway Items	\$5,060,000	\$5,060,000	100%	\$0	0%	\$0	0%
1100	Lighting, City of Appleton	\$103,000	\$51,500	50%	\$0	0%	\$51,500	50%
1400	French Road Overpass CSD Items <sup>3</sup>	\$57,000	\$45,600	80% Max	\$5,700	10% +BAL	\$5,700	10% +BAL
1600	Local/ Non Participating City of Appleton	\$66,000	\$0	0%	\$0	0%	\$66,000	100%
1610	Sidewalk, City of Appleton	\$210,000	\$168,000	80%	\$0	0%	\$42,000	20%
1620	Local/ Non Participating Outagamie County	\$15	\$0	0%	\$15	100%	\$0	0%
1800	100% State Funded	\$22,000	\$22,000	100%	\$0	0%	\$0	0%
2000	Structure B-44-0329	\$5,175,000	\$5,175,000	100%	\$0	0%	\$0	0%
<b>Construction Subtotal</b>		<b>\$10,693,015</b>	<b>\$10,522,100</b>		<b>\$5,715</b>		<b>\$165,200</b>	
<b>Total Est. Cost Distribution</b>		<b>\$10,693,015</b>	<b>\$10,522,100</b>		<b>\$5,715</b>		<b>\$165,200</b>	
<sup>1</sup> . Costs shown are estimates only and may be updated as design progresses <sup>2</sup> . Estimates include construction engineering. <sup>3</sup> Community Sensitive Design (CSD) amenities considered to be the preference of the community are funded with 80% federal funding up to a maximum of: - \$47,000 for French Road Overpass No state funding is permitted for CSD amenities. See Item 8 for terms and conditions.								

This request shall constitute agreement between the Municipality and the State; is subject to the terms and conditions that follow (pages [3] – [6]); is made by the undersigned under proper authority to make such request for the designated Municipality, upon signature by the State, upon fully executed signature of applicable State Municipal Maintenance Agreement and delivery to the Municipality. The initiation and accomplishment of the improvement will be subject to the applicable federal and state regulations. No term or provision of neither the State/Municipal Financial Agreement nor any of its attachments may be changed, waived, or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Financial Agreement.

Signed for and on behalf of the <b>Outagamie County</b> (please sign in blue ink)	
Name (print)	Title
Signature	Date
Signed for and on behalf of the <b>City of Appleton</b> (please sign in blue ink)	
Name (print)	Title
Signature	Date
Signed for and on behalf of the <b>State</b> (please sign in blue ink)	
Name	Title
Signature	Date

**TERMS AND CONDITIONS:**

1. The Municipality shall pay to the State all costs incurred by the State in connection with the improvement which exceeds federal/state financing commitments or are ineligible for federal/state financing. Local participation shall be limited to the items and percentages set forth in the Summary of Costs table, which shows Municipal funding participation. In order to guarantee the Municipality’s foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from General Transportation Aids or any moneys otherwise due and payable by the State to the Municipality.
2. Funding of each project phase is subject to inclusion in an approved program and per the State’s Facility Development Manual (FDM) standards. Federal aid and/or state transportation fund financing will be limited to participation in the costs of the following items as specified in the Summary of Costs:
  - (a) Design engineering and state review services.
  - (b) Real Estate necessitated for the improvement.
  - (c) Compensable utility adjustment and railroad force work necessitated for the project.
  - (d) The grading, base, pavement, curb and gutter, and structure costs to State standards, excluding the cost of parking areas.
  - (e) Storm sewer mains, culverts, laterals, manholes, inlets, catch basins, and connections for surface water drainage of the improvement; including replacement and/or adjustments of existing storm sewer manhole covers and inlet grates as needed.
  - (f) Construction engineering incidental to inspection and supervision of actual construction work, except for inspection, staking, and testing of sanitary sewer and water main.

- (g) Signing and pavement marking necessitated for the safe and efficient flow of traffic, including detour routes.
  - (h) Replacement of existing sidewalks necessitated by construction and construction of new sidewalk at the time of construction. Sidewalk is considered to be new if it's constructed in a location where it has not existed before.
  - (i) Replacement of existing driveways, in kind, necessitated by the project.
  - (j) New installations or alteration resulting from roadway construction of standard State street lighting and traffic signals or devices. Alteration may include salvaging and replacement of existing components.
  - (k) Eligible Community Sensitive Design (CSD) amenities considered to be the preference of the community, not to exceed CSD funding limit for the project.
3. Work necessary to complete the improvement to be financed entirely by the Municipality or other utility or facility owner includes the following items:
    - (a) New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
    - (b) New installation or alteration of signs not necessary for the safe and efficient flow of traffic.
    - (c) Roadway and bridge width in excess of standards.
    - (d) Construction inspection, staking, and material testing and acceptance for construction of sanitary sewer and water main.
    - (e) Provide complete plans, specifications, and estimates for sanitary sewer and water main work. The Municipality assumes full responsibility for the design, installation, inspection, testing, and operation of the sanitary sewer and water system. This relieves the State and all of its employees from the liability for all suits, actions, or claims resulting from the sanitary sewer and water system construction.
    - (f) Parking lane costs.
    - (g) Coordinate, clean up, and fund any hazardous materials encountered for city utility construction. All hazardous material cleanup work shall be performed in accordance to state and federal regulations.
    - (h) Conditioning, if required, and maintenance of detour routes.
    - (i) 20% of costs of eligible Community Sensitive Design (CSD) amenities considered to be the preference of the community up to the CSD funding limit for the project, plus 100% of costs of eligible CSD amenities in excess of the CSD funding limit for the project.
  4. As the work progresses, the Municipality will be billed for work completed which is not chargeable to federal/state funds. Upon completion of the project, a final audit will be made to determine the final division of costs.
  5. If the Municipality should withdraw the project, it shall reimburse the State for any costs incurred by the State in behalf of the project.
  6. The work will be administered by the State and may include items not eligible for federal/state participation.
  7. The Municipality shall, in cooperation with the State, assist with public relations for the project and announcements to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the project.

8. Basis for local participation:

**Design Engineering, Real Estate Acquisition, Utility Coordination:**

The State will pay 100% of the cost for design engineering, real estate acquisition, and utility coordination.

Costs for design engineering, real estate acquisition, and utility coordination are shown as not applicable (N/A) in the summary of costs table due to the complexities of isolating individual Let Project costs from the Appleton-Green Bay corridor wide design ID (1130-63-01) and this information is not relevant to the municipal construction cost share.

**Construction ID 1130-65-81**

The Project Agreement will be revised if necessary, as the project progresses. All costs shown are approximate and subject to final audit.

**Category 1000 – Roadway Items**

The State will pay 100% of the construction costs under Category 1000 Roadway Items unless otherwise noted.

**Category 1100 – Lighting, City of Appleton**

In accordance with Local Participation policy section 3-25-5 of the State’s Program Management Manual, the State will participate in the costs of new continuous street lighting if it is installed at the time of project construction and the affected municipality agree to accept responsibility for the energy, operation, maintenance, and replacement of the lighting system. Where an alternate design acceptable to WisDOT is installed, 50 percent of the cost equivalent to lighting meeting WisDOT standards is eligible, not to exceed 50 percent of actual costs.

The estimated street lighting cost are \$103,000.

The State will pay 50% of the construction cost and the City of Appleton will pay 50% of the construction cost of Category 1100 – 1130-65-81 Lighting, City of Appleton.

**Category 1400 – French Road Overpass CSD Items**

CSD amenities are funded with 80% Federal funding up to a maximum of \$47,000 when the Municipality agrees to provide the remaining 20% and any funds in excess of the CSD funding limit.

French Road Overpass CSD items requested by the municipality and included in this project:

- Staining Structure B-44-0329 - \$47,000
- Structure Silhouette -\$10,000

Category 1400 – French Road Overpass CSD Items cost are estimated to be \$57,000.

Category 1400- French Road Overpass category funding limit = \$58,750.

Cost in excess of the CSD amenities funding limit shall be the responsibility of the Municipality.

The State will pay 80% of the construction cost up to the federal CSD funding limit. The City of Appleton will pay 10% of the construction cost, and Outagamie County will pay 10% of the construction cost of Category 1400 – French Road Overpass CSD Items and any funds in excess of the federal CSD funding limit.

CSD funding is governed by Wis. Stat. 85.0205. The department will regularly review the total CSD funding

on this and any associated improvement projects to ensure total CSD funding does not exceed statutory limits. If at any point CSD funding exceeds statutory limits, the department will notify the Municipality of any adjustments to CSD funding that may be required to remain in compliance with state statutes.

#### **Category 1600 – Local/ Non Participating City of Appleton**

In accordance with Local Participation Policy Section 3-25-5 of the State’s Program Management Manual proposed improvements requested by the Municipality within the project limits, but outside the original project scope, are considered 100% the responsibility of the Municipality.

Estimated City of Appleton costs are \$66,000 for ITS items placed at French Road.

The City of Appleton will pay 100% of the construction cost under Category 1600 – Local/ Non Participating City of Appleton.

#### **Category 1610 – Sidewalk, City of Appleton**

In accordance with Local Participation Policy Section 3-25-5 of the State’s Program Management Manual, the State will participate in the construction costs of new sidewalks if they are installed at the time of project construction. Costs of sidewalk constructed to WisDOT standards and installed at the time of the project construction are 80% eligible for WisDOT participation.

The estimated sidewalk cost are \$210,000.

The State will pay 80% of the construction cost and the City of Appleton will pay 20% of the construction cost of Category 1610 – Sidewalk, City of Appleton.

#### **Category 1620 – Local/ Non Participating Outagamie County**

In accordance with Local Participation Policy Section 3-25-5 of the State’s Program Management Manual proposed improvements requested by the Municipality within the project limits, but outside the original project scope, are considered 100% the responsibility of the Municipality.

Local/ Non-Participating Outagamie County costs are estimated to be \$15.

Items requested by the municipality and included in this project:

- 1 ton of Base Aggregate Dense

Outagamie County will pay 100% of the construction cost under Category 1620 – Local/ Non Participating Outagamie County.

#### **Category 1800 – 100% State Funded**

The State will pay 100% of the construction costs under Category 1800 State Funded unless otherwise noted.

#### **Category 2000– Structure B-44-0329**

The State will pay 100% of the construction costs under Category 2000 Structure B-44-0329 unless otherwise noted.

Comments and Clarification: This agreement is an active agreement that may need to be amended as the project is designed. It is understood that these amendments may be needed as some issues have not been fully evaluated or resolved. The purpose of this agreement is to specify the local and state involvement in funding the project. A signed agreement is required before the State will prepare or participate in the preparation of detailed designs, acquire right-of-way, or participate in construction of a project that merits local involvement.



**STATE/MUNICIPAL  
MAINTENANCE  
AGREEMENT**

Date:6/30/2025  
ID: 1130-65-81  
Road Name: IH 41  
Limits: French Rd Overpass  
County: Outagamie

The signatory City of Appleton , hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and affect this agreement to include the associated maintenance responsibilities hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Section 84.07(1) of the Statutes. Wisconsin statutes, Wisconsin Administrative Code, and State policy serve as the defining documents for State Highway maintenance responsibilities.

**DESCRIPTION OF FACILITY:**

**Facility description upon completion of State project** – As determined by project ID 1130-65-81.

**Existing Facility - Describe and give reason for request:** The IH 41 Project corridor, which has four travel lanes – two in each direction – is congested and sees a higher rate of crashes than similarly configured freeways in Wisconsin. By federal standards, the project area has multiple roadway design deficiencies, and much of its pavement and several bridges are nearing the end of their useful lives and must be replaced.

The French Road Bridge over IH 41 conflict with the proposed improvements at the IH 41 and STH 441 systems interchange. The existing bridge needs to be replaced.

**Proposed Improvement - Nature of work:** The existing structure carrying French Road over IH 41 will be removed and replaced with a three-span concrete girder structure (B-44-0329).

French Road will be reconstructed from a two-lane rural typical section to a two-lane urban typical section with bike lanes. The limits of the reconstruction of French Road extend from approximately 700 feet south of IH 41 and 1,225 feet north of IH 41.

Sidewalk will be installed on structure (B-44-0329) and within the project limits.

Work will also include storm sewer installation, erosion control, fertilizer/seed/ mulch, permanent signing, pavement marking and temporary traffic control.

Street lighting will be installed along French Road within the project limits.

Community Sensitive Design (CSD) amenities, structure staining and decorative silhouettes will be added to bridge B-44-0329.

ITS components will be installed for the City of Appleton.

This request shall constitute agreement between the Municipality and the State; is subject to the terms and conditions that follow (pages [2] – [3]); is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the State, delivery to the Municipality and upon fully executed signature of associated, applicable State Municipal Financial Agreement for project 1130-65-81. The initiation and signature of the agreement will be subject to all the applicable federal and state regulations. No term or provision of neither the State/Municipal Maintenance Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Maintenance Agreement.

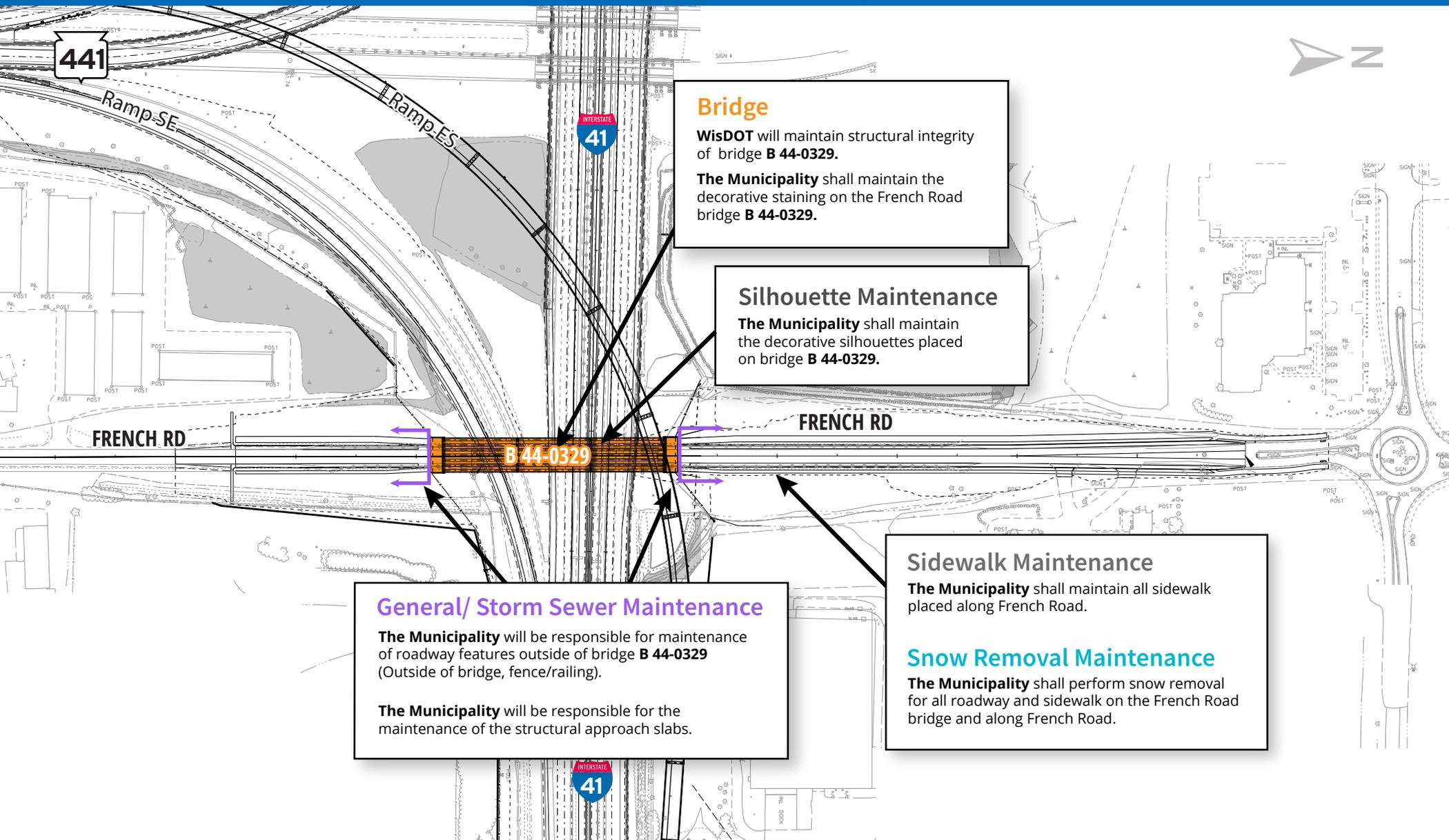
Signed for and on behalf of the <b>City of Appleton</b> (Please sign in blue ink)	
Name (print)	Title
Signature	Date
Signed for and on behalf of the <b>State</b> (Please sign in blue ink)	
Name	Title <b>WisDOT Region Maintenance Chief</b>
Signature	Date

**TERMS AND CONDITIONS:**

1. In order to guarantee the Municipality’s foregoing agreements to maintain the facility to State standards, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold General Transportation Aids or monies otherwise due and payable by the State to the municipality, as determined by the State, for any maintenance the State must perform to the facility should the Municipality fail to comply with the agreement.
2. The State will not install any additional items, not necessitated for the safe and efficient flow of traffic, to a state highway facility without the Municipality agreeing to maintain those items. The State is responsible for maintaining the through travel way of any given highway facility under the State’s jurisdiction including:
  - (a) The energy, operation, repair and replacement of traffic signals and associated street lighting required for the signalized intersections within the limits of this agreement for: **N/A**
  - (b) Signing and pavement marking necessitated for the safe and efficient flow of traffic except those items listed in #3
  - (c) Permitting authority of utilities and access control on all State Trunk, US and Interstate Highways.
  - (d) Structure components of bridge B-44-0239, see local responsibility below for other items.
3. The Municipality shall at its own cost and expense maintain all portions within the specified limits of this agreement that lie within its jurisdiction or as shown in Exhibit 1 French Road Overpass for such maintenance through statutory requirements in a manner satisfactory to the State and shall make ample provision for such maintenance each year to include:
  - (a) Maintain all items outside, and under, the travel way to include, but not limited to, parking lanes, curb and gutter, drainage facilities (including all storm sewers, inlets, related manholes and structure, storm water quality devices, etc., either outside or under the traveled way), sidewalks, multi-use paths, retaining walls (staining only), pedestrian refuge islands and landscaping features.
  - (b) Remove snow and ice from parking lanes, sidewalks, multi-use paths, and pedestrian refuge islands.
  - (c) Implement a street sweeping program to help prevent the accumulation of dirt, sand, leaves, paper, or other clogging debris.
  - (d) Maintain the storm sewer system to provide a free flow condition throughout the life of the facility.
  - (e) Maintain and accept responsibility for the energy, operation, maintenance, repair, and replacement of the street lighting system.

- i. The Municipality shall obtain a permit from the State.
  - ii. The Municipality shall accept responsibility for locating utilities for Digger’s Hotline.
  - iii. If at any time the Municipality should choose to turn off or remove street lighting, in part or in whole, funded with federal/state dollars, the State will determine potential conflicts and approve/disapprove such request. If removal is approved by the State, the Municipality will reimburse to the State an amount determined by Federal and State coordination.
- (f) Maintain clear right-of-way of all encroachments.
  - (g) Maintain crosswalk pavement markings. The municipality shall obtain a permit with the State.
  - (h) Maintain signs and pavement markings not necessary for the safe and efficient movement of traffic (no parking signs, wayfinding signs, etc).
  - (i) Maintain and accept responsibility for the following as applicable to this agreement:
    - 1. Structures: clearance of snow and/or ice from the sidewalk and/or mulit-use pathway on the structure.
    - 2. Special Funding: Maintain all aesthetics requested by the Municipality as funded using any State or Federal special funds (including Community Sensitive Solutions) upon the addition of such amenities. Maintain decorative stain on all bridges and retaining walls. Maintain silhouettes placed on bridge railings. Removal or covering of vandalism of aesthetic elements is responsibility of the municipality.
    - 3. ITS infrastructure: Maintain municipal traffic signal and ITS equipment placed at the overpass.
    - 4. Street Lighting: Maintain street lighting along French Road and street lighting on bridge B-44-0329.
- 4. The Municipality, within the specified limits, agrees to:
    - (a) Prohibit angle parking.
    - (b) Regulate parking along the highway. The Municipality will file a parking declaration with the State.
    - (c) Regulate or prohibit all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.
  - 5. The Municipality will coordinate with the State to obtain any necessary Work on Right-of-Way Permits for maintenance performed on or within the state highway facility or state right-of-way.
  - 6. This agreement does not remove the current municipal maintenance responsibility.
  - 7. The State or Municipality may request an amendment to this agreement to include specific features later requested by the Municipality throughout the design process.
  - 8. Upon completion of construction project, 1130-65-81 the Municipality will assume all afore mentioned maintenance responsibilities.

# Exhibit 1 - French Road Overpass



## Bridge

**WisDOT** will maintain structural integrity of bridge **B 44-0329**.

**The Municipality** shall maintain the decorative staining on the French Road bridge **B 44-0329**.

## Silhouette Maintenance

**The Municipality** shall maintain the decorative silhouettes placed on bridge **B 44-0329**.

## General/ Storm Sewer Maintenance

**The Municipality** will be responsible for maintenance of roadway features outside of bridge **B 44-0329** (Outside of bridge, fence/railing).

**The Municipality** will be responsible for the maintenance of the structural approach slabs.

## Sidewalk Maintenance

**The Municipality** shall maintain all sidewalk placed along French Road.

## Snow Removal Maintenance

**The Municipality** shall perform snow removal for all roadway and sidewalk on the French Road bridge and along French Road.



## Bike Lane Pavement Marking

**The Municipality** will maintain bike lane pavement marking symbols.



## Street Lighting

**The Municipality** will be responsible for the maintenance of the French Road lighting on roadway and on bridge.



## ITS Facilities

**The Municipality** shall be responsible for municipal ITS items including camera, pole, base, and ancillary equipment.



# PERMIT TO OCCUPY THE PUBLIC RIGHT-OF-WAY

Permit # : \_\_\_\_\_  
Effective Date: \_\_\_\_\_  
Expiration Date: \_\_\_\_\_  
Non-Refundable Fee: \_\_\_\_\_  
Paid (yes or no): \_\_\_\_\_

Rev. 05-2024

## Applicant Information

Name (print): \_\_\_\_\_ Company: \_\_\_\_\_  
Address: \_\_\_\_\_ Telephone: \_\_\_\_\_  
\_\_\_\_\_ E-mail: \_\_\_\_\_  
Applicant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## Occupancy Information

General Description/Reason: \_\_\_\_\_  
Street Address: \_\_\_\_\_ Sidewalk/roadway obstruction requested Y or N  
- or -  
Multiple Streets: \_\_\_\_\_  
Date(s) From: \_\_\_\_\_ To: \_\_\_\_\_ 35 days or < 35 days or >  
(Requires Committee and Council Approval)

**(Department use only)**

<u>Occupancy Type</u>	<u>Sub-Type</u>	<u>Location</u>
Permanent - Obstruction (\$40)	Awning	Sidewalk
Temporary - Obstruction (\$40)	Dumpster	Terrace
Amenity/Annual (\$40)	Sign	Roadway
Blanket/Annual (\$250)	Obstruction / Other	
Block Party (\$15)	POD / Container	

## Additional Requirements

Plan/Sketch Certificate of Insurance Bond Committee and Council Approval  
 Other : \_\_\_\_\_ Date: \_\_\_\_\_

## Traffic Control Requirements

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

Contact Traffic Division (920-832-2379) 1 business day prior to any lane closure, or 2 business days prior to a full road closure.  
Additional Requirements:

Approved by: \_\_\_\_\_ Date: \_\_\_\_\_

### This permit approval is subject to the following conditions:

1. Permittee is responsible to obtain any further permits that may be required as part of this occupancy.
2. Permittee shall adhere to any plan(s) that were submitted to the City of Appleton as part of this application.
3. This permit is subject to IMMEDIATE REVOCATION and/or issuance of a MUNICIPAL CITATION if conditions of the permit are not met.
4. This permit is subject to IMMEDIATE REVOCATION if unfavorable traffic conditions develop during the period the occupancy is permitted.
5. **Dumpsters/PODs/Containers shall be located within 12" of face of curb.**
- 6.

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

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

**APPROVED BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_  
(Department of Public Works)



In Loving Memory of  
**Robert J. Rueckl**  
Our Favorite Master Photographer





DEPARTMENT OF  
**PUBLIC  
WORKS**

## MEMORANDUM

**Date:** 7/7/2025  
**To:** Municipal Services Committee  
**From:** Pete Neuberger, Deputy Director of Public Works/City Engineer  
Chad Weyenberg, Project Engineer  
**Subject:** Approve Lawe Street Navigational Canal Bridge – State Municipal Agreement (SMA) – 1<sup>st</sup> Revision

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In October 2023, the City of Appleton Department of Public Works (DPW) applied for design and construction funding for the Lawe Street Navigational Canal Bridge under the 2024-2029 State of Wisconsin DOT (WisDOT) Local Bridge Program. In 2024, DPW was notified that this project was accepted into the program, wherein WisDOT pays up to 80% and local municipalities pay the remainder. DPW's application was guided by input from a Rehabilitation Report performed by a consultant using the WisDOT process. This report included design and construction cost estimates that WisDOT used to guide DPW staff in the estimated project design and construction costs in DPW's application. Under the program standards, if actual costs go over the amounts included in the application, the City is obligated to pay all the overage costs unless the WisDOT approves a change management request submitted by the City.

The City of Appleton and WisDOT executed a State Municipal Agreement (SMA) in October of 2024 to initiate the Lawe Street Navigational Canal Bridge Project. Since that time, consultant design cost estimates have increased compared to original estimates. As a result, DPW submitted a change management request to WisDOT, which was successful. This SMA Revision resulted from the approved change management request and it will increase WisDOT funding limits to allow for an 80% WisDOT share and 20% City share.

For context, this item is related to a separate item requesting Municipal Services Committee and Common Council approval of a three-party design contract. The three-party design contract with WisDOT, City of Appleton, and consultant Hardesty & Hanover, LLC is for consultant preparation of plans and specifications for the Lawe Street Navigational Canal Bridge in an amount not to exceed \$439,655.84.

Future construction costs are included in the DPW 5-year Bridge CIP. Based on the SMA, the total construction cost estimate is \$1,551,580.00, and the City would be responsible for 20% of these costs when construction takes place, currently scheduled for 2028. Copies of the revised and current SMAs are attached for reference.

 <p style="text-align: center;"><b>1<sup>st</sup> Revision STATE/MUNICIPAL AGREEMENT FOR A STATE- LET LOCAL BRIDGE PROJECT</b></p> <p style="text-align: center;"><i>This agreement supersedes the agreement signed by the Municipality on October 15, 2024 and signed by the DOT on October 17, 2024.</i></p> <p><b>Program Name: Local Bridge</b></p> <p><b>Sub-program #: 205</b></p> <p><b>Cycle: 2024-2029</b></p>	<p>Revised Date: <b>MAY 20, 2025</b></p> <p>Date: <b>JULY 12, 2024</b></p> <p>I.D.: <b>4984-24-76/77</b></p> <p>Road Name: <b>Lawe Street</b></p> <p>Bridge ID: <b>P-44-0719</b></p> <p>Location: <b>C APPLETON, LAWE STREET</b></p> <p>Limits: <b>NAVIGATIONAL CANAL BRIDGE REHAB</b></p> <p>County: <b>Outagamie</b></p> <p>Project Length: <b>560 FT</b></p> <p>Facility Owner: <b>City of Appleton</b></p> <p>Project Sponsor: <b>City of Appleton</b></p> <p>Construction scheduled for State Fiscal Year: <b>2027</b></p>
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The signatory, City of Appleton, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and effect the highway, street or local bridge improvement hereinafter described.

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

**NEEDS AND ESTIMATE SUMMARY:**

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

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

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

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

**TABLE A**

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

**Non-participating work, additional notes:**

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

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

***None identified at this time.***

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

**Project Design costs** are funded with up to **80%** state/federal funding up to a funding limit of **\$371,420**. The Municipality agrees to provide the remaining **20%** and any funds in excess of the **\$371,420** state/federal funding limit. **Any real estate, railroad, or utility costs are 100% locally funded.**

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

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

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

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

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

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

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

**TABLE B  
SUMMARY OF COSTS**

PHASE	Total Est. Project Cost	Federal / State Funds	%	Municipal Funds	%
<b>ID 4984-24-76</b>					
Design	\$ 440,975	\$ 352,780	80%	\$ 88,195	20% + BAL
State Review	\$ 23,300	\$ 18,640	80%	\$ 4,660	20% + BAL
<i>Project total</i>	\$ 464,275	\$ 371,420		\$ 92,855	
<b>ID 4984-24-77</b>					
Participating Construction	\$ 1,347,000	\$ 1,077,600	80%	\$ 269,400	20% + BAL
Construction Engineering	\$ 188,580	\$ 150,864	80%	\$ 37,716	20% + BAL
Non-Participating Construction	\$ 0	\$ 0	0%	\$ 0	100%
State Review	\$ 16,000	\$ 12,800	80%	\$ 3,200	20% + BAL
<i>Project total</i>	\$ 1,551,580	\$ 1,241,264		\$ 310,316	
<b>Total Est. Cost Distribution</b>	\$ 2,015,855	\$ 1,612,684		\$ 403,171	

\*Design ID 4984-24-76 federal/state funding is limited to \$ 371,420.

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

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

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

**GENERAL TERMS AND CONDITIONS:**

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

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

**STATE RESPONSIBILITIES AND REQUIREMENTS:**

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

**MUNICIPAL RESPONSIBILITIES AND REQUIREMENTS:**

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

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

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

18. It is further agreed by the Municipality that:

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

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

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

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

#### **LEGAL RELATIONSHIPS:**

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

#### **PROJECT FUNDING CONDITIONS**

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

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

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

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

- a. ID **4984-24-76**: Design is funded with 80% state/federal funding up to a funding limit of **\$371,420**, where applicable when the Municipality agrees to provide the remaining 20% and any funds in excess of the **\$371,420** state/federal funding limit. This phase includes plan development and state review. The work includes project review, approval of required reports and documents and processing the final Plan, Specification & Estimate (PS&E) document for award of the contract. Costs for this phase include an estimated amount for state review activities, to be funded **80%** with state/federal funding and 20% by the Municipality.
- b. ID **4984-24-77**: Construction
  - i. Costs for construction, engineering, and state review are funded with 80% state/federal funding up to a funding limit of **\$1,241,264**, when the Municipality agrees to provide the remaining 20%, and any funds in excess of the **\$1,241,264** state/federal funding limit.
  - ii. Non-participating costs for are funded 100% by the Municipality. Costs include construction delivery.

**[End of Document]**



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

**Program Name: Local Bridge**

**Sub-program #: 205**

**Cycle: 2024-2029**

**Date: JULY 12, 2024**

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

**Road Name: Lawe Street**

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

**Location: C APPLETON, LAWE STREET**

**Limits: NAVIGATIONAL CANAL BRIDGE REHAB**

**County: Outagamie**

**Project Length: 560 FT**

**Facility Owner: City of Appleton**

**Project Sponsor: City of Appleton**

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

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

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

**NEEDS AND ESTIMATE SUMMARY:**

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

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

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

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

**TABLE A**

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

**Non-participating work, additional notes:**

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

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

***None identified at this time.***

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

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

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

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

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

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

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

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

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

**TABLE B  
SUMMARY OF COSTS**

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

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

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

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

Signed for and in behalf of: <b>City of Appleton</b> (please sign in blue ink.)	
Name (print)	Title
Please see attached signature page	
Signature	Date
Signed for and in behalf of the <b>State</b> (please sign in blue ink.)	
Name (print) Scott A. Nelson, P.E.	Title NE Region Systems, Planning, and Operations Manager
Signature <i>Scott A. Nelson P.E.</i>	Date 10/17/2024

**GENERAL TERMS AND CONDITIONS:**

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

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

**STATE RESPONSIBILITIES AND REQUIREMENTS:**

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

**MUNICIPAL RESPONSIBILITIES AND REQUIREMENTS:**

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

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

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

18. It is further agreed by the Municipality that:

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

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

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

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

#### **LEGAL RELATIONSHIPS:**

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

#### **PROJECT FUNDING CONDITIONS**

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

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

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

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

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

**[End of Document]**



# CITY OF APPLETON

**Agreement:**

State/Municipal Agreement  
For State-Let Local Bridge Project

I.D. 4984-24-76/77 | Lawe Street

Bridge ID: P-44-0719

Location: C Appleton, Lawe Street

Limits: Navigational Canal Bridge Rehab

**Date:**

October 15, 2024

By:

Jacob A. Woodford, Mayor

By:

Kami Lynch, City Clerk

**Approved as to form:**

Amanda K. Abshire, Deputy City Attorney

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

Jeri A. Ohman, Finance Director

THREE PARTY DESIGN ENGINEERING SERVICES CONTRACT  
SIGNATURE PAGES

ENGINEERING SERVICES CONTRACT

BETWEEN THE WISCONSIN DEPARTMENT OF TRANSPORTATION, CITY OF APPLETON (MUNICIPALITY)  
AND HARDESTY & HANOVER, LLC (CONSULTANT) FOR

Project ID 4984-24-76  
City of Appleton, Lawe Street  
Navigational Canal Bridge  
Outagamie County

This CONTRACT made and entered into by and between the DEPARTMENT, MUNICIPALITY and the CONSULTANT provides for those SERVICES described in the Scope of Services and Special Provisions and is generally for the purpose of providing the SERVICES solicited by the MUNICIPALITY in Notice of Interest P-44-0719 Bridge Rehabilitation Lawe Street Navigational Canal Bridge City of Appleton Outagamie County WisDOT ID 4984-24-76 dated February 13, 2025 for design services of the rehabilitation of the Lawe Street Bascule Bridge. This Qualification Based Selection was made based on the CONSULTANT'S Notice of Interest response and any interviews conducted.

The DEPARTMENT and MUNICIPALITY deem it advisable to engage the CONSULTANT to provide certain engineering SERVICES and has authority to contract for these SERVICES under sec. 84.01(13), Wis. Stats.

The DEPARTMENT REPRESENTATIVE is: Mike Cohen; Local Program Project Manager, Wisconsin Department of Transportation, Northeast Region; 944 Van Der Perren Way, Green Bay, WI 54304; michael.cohen@dot.wi.gov; 920-360-1476.

The MUNICIPALITY REPRESENTATIVE is: Chad Weyenberg; Project Engineer, City of Appleton, Department of Public Works; 100 North Appleton Street, Appleton, WI 54911-4799; chad.weyenber@appletonwi.gov; 920-832-5915.

The CONSULTANT REPRESENTATIVE is: Michael Delemont; Senior Associate; 313 N Plankinton Ave, Suite 207, Milwaukee, WI 53203; mdelemont@hardestyhanover.com; 414-207-4157.

The CONSULTANT SERVICES will be performed for the DEPARTMENT's Northeast Region office located in Green Bay, WI and will be completed by July 30, 2027. Deliver PROJECT DOCUMENTS to 944 Van Der Perren Way, Green Bay, WI 54304, unless other directions are given by the DEPARTMENT.

Compensation for all SERVICES provided by the CONSULTANT under the terms of the CONTRACT will be from the:

DEPARTMENT       MUNICIPALITY

(1) For all contract services, actual costs to the CONSULTANT, up to \$360,132.10, plus a fixed fee of \$30,537.19, not to exceed \$390,669.29.

(2) For design reports, environmental documentation, agency coordination, railroad/utility involvements, public involvement, meetings, surveys, road plans and traffic subcontracted to JT Engineering, Inc., the CONSULTANT's actual cost to JT Engineering, Inc. based on JT Engineering, Inc's actual cost up to \$45,275.17, plus a fixed fee of \$3,711.38, not to exceed \$48,986.55.

THREE PARTY DESIGN ENGINEERING SERVICES CONTRACT  
SIGNATURE PAGES

Compensation for all SERVICES provided by the CONSULTANT under the terms of the CONTRACT shall be for an amount not to exceed \$439,655.84.

The CONSULTANT does and will comply with the laws and regulations relating to the profession of engineering and will provide the desired engineering SERVICES.

This CONTRACT incorporates and the parties agree to all of the standard provisions of the Three Party Design Engineering Services Contract, dated October 18, 2023 and referenced in Procedure 8-15-1 of the State of Wisconsin Department of Transportation Facilities Development Manual. CONSULTANT acknowledges receipt of a copy of these standard provisions.

This CONTRACT incorporates all of the MANUALS defined in the CONTRACT.

The parties also agree to all of the Special Provisions which are annexed and made a part of this CONTRACT, consisting of seven (7) pages.

Nothing in this CONTRACT accords any third party beneficiary rights whatsoever on any non-party that may be enforced by any non-party to this contract.

For the CONSULTANT

For the DEPARTMENT

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

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

Title: Sean Bluni, CEO

Contract Manager, WisDOT

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

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

For the MUNICIPALITY

For the MUNICIPALITY

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

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

Title: Jacob A. Woodford, Mayor

Title: Kami Lynch, City Clerk

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

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

For the MUNICIPALITY

For the MUNICIPALITY

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

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

Title: Christopher R. Behrens, City Attorney

Title: Jeri A. Ohman, Finance Director

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

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

SCOPE OF SERVICES ..... 1

- A. PROJECT DESCRIPTION..... 1
- B. DESIGN REPORTS ..... 1
- C. ENVIRONMENTAL DOCUMENTATION ..... 1
- D. AGENCY COORDINATION ..... 2
- E. RAILROAD/ UTILITY INVOLVEMENTS ..... 2
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- I. ROAD PLANS ..... 4
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- K. TRAFFIC ..... 5
- L. SERVICES PROVIDED BY THE MUNICIPALITY ..... 5
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## **THREE PARTY DESIGN CONTRACT SPECIAL PROVISIONS**

Revised 05/26/16

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

### **VI. SPECIAL PROVISIONS**

Section II. C. 3. a. is amended to substitute the DEPARTMENT for the MUNICIPALITY.

#### *SCOPE OF SERVICES*

##### **A. PROJECT DESCRIPTION**

The project scope includes design of rehabilitation of structure P-44-0719, located on Lawe Street over the navigational canal in Appleton, Wisconsin.

The project is not anticipated to include any roadway, bicycle, pedestrian, nor drainage improvements.

##### **B. DESIGN REPORTS**

(1) Other Reports:

Prepare the following engineering reports/analyses as directed by the MUNICIPALITY:

- (a) Local Bridge Program Design Study Report
- (b) Transportation management Plan (TMP) – Type 2
- (c) Public Involvement Plan (PIP)

##### **C. ENVIRONMENTAL DOCUMENTATION**

Execute a disclosure statement as required by 40 CFR 1506.5(c).

Prepare Categorical Exclusion Checklist (CEC) Environmental document for the PROJECT as specified in the MANUAL and Chapter TRANS 400, Wisconsin Administrative Code. Furnish the required number to the MUNICIPALITY for approval.

Prepare an environmental document that evaluates reasonable alternatives to the PROJECT and consider other reasonable actions or activities that may achieve the same or similar goals of the proposed highway PROJECT, including other or additional transportation alternatives and intermodal opportunities and the alternative of taking no action. Evaluate alternative courses of action based upon a balanced consideration of the environment, public comments, and the need for safe and efficient transportation consistent with local, state, and national environmental goals. Prepare environmental documents that are concise and emphasize significant environmental issues and plausible alternatives. Comply with requirements specified in the MANUAL and TRANS 400, Wisconsin Administrative Code. In the event of a conflict between the MANUAL and TRANS 400, Wisconsin Administrative Code, the administrative rule supersedes.

- (1) Historical and Archaeological Surveys and Studies:
  - (a) Prepare and submit the “Cultural Resources Screening Submittal” document to the DEPARTMENT for historical and archaeological screening.
  - (b) It is assumed that this project will be placed on the screening list.

#### **D. AGENCY COORDINATION**

- (1) Section 401 and 402 Certifications:

Evaluate the effects of the PROJECT on water quality, in accordance with the provisions of the Clean Water Act and Chapter TRANS 400, Wisconsin Administrative Code and the MANUAL; and prepare the necessary application.
- (2) Section 404 Permits:

Evaluate the potential for discharge of fill materials into the waters of the United States, in accordance with the provisions of the Clean Water Act and Chapter TRANS 400, Wisconsin Administrative Code and the MANUAL; and prepare the necessary permit application.
- (3) Coordinate with agencies as set forth in the MANUAL, including:
  - (a) Wisconsin Department of Natural Resources (WDNR)
  - (b) US Fish and Wildlife Service (USFWS)
  - (c) Native American Tribes

#### **E. RAILROAD/ UTILITY INVOLVEMENTS**

- (1) Railroad Negotiations/Agreements

Prepare railroad certification document for approval by the DEPARTMENT.
- (2) Utility Coordination

Perform all utility coordination in accordance with:
  - a) The MANUAL
  - b) The WisDOT “Guide to Utility Coordination”
- (3) Confer on an ongoing basis with all utility facility owners in the project vicinity to establish mutual understanding on design features of the project affecting utility facilities, and shall keep the MUNICIPALITY informed of all such coordination activities. Provide the MUNICIPALITY with plans and information that will allow it to meet its planned utility coordination schedule.

## **F. PUBLIC INVOLVEMENT**

- (1) Public Involvement Meetings:
  - (a) Conduct or assist the MUNICIPALITY in holding one (1) public involvement meeting and explain to the public concepts and probable impacts of this PROJECT.
  - (b) Prepare all exhibits and supplementary handout material and provide the equipment necessary to conduct the public involvement meeting(s).
  - (c) Prepare a summary report after the public involvement meeting(s).
  - (d) Discuss with the MUNICIPALITY the comments received and recommend the possible disposition of these comments and suggestions after the public involvement meeting(s).
  - (e) Make all the necessary arrangements for scheduling the public involvement meeting(s) and provide notices and press releases for the MUNICIPALITY'S use.
  - (f) Provide the MUNICIPALITY with copies of all public involvement correspondence and file notes.
  - (g) Coordinate meeting schedules with the MUNICIPALITY'S representative.

## **G. MEETINGS**

- (1) Attend or hold an Operational Planning Meeting to discuss the organization and processing of the Services under this CONTRACT.
- (2) Attend 30%, 60%, and 90% plan review meetings/conference calls with MUNICIPALITY and the DEPARTMENT. It is assumed that all meetings will be held virtually and/or via conference call.
- (3) Attend the pre-construction conference as scheduled by the MUNICIPALITY.

## **H. SURVEYS**

- (1) Provide topographic/digital terrain model (DTM) survey along Lawe Street from 100 feet south of bridge P-44-0719 to 100 feet north of bridge P-44-0719. Topographic/DTM information shall include, but not be limited to: drainage structures, edge of pavement, driveway and shoulders; all buildings and appurtenances; trees (larger than 3 inches in diameter, with size in inches); wood or brush limits; water courses and drainage facilities; retaining walls; signs and mailboxes.
- (2) Perform Diggers Hotline utility survey within the topographic/DTM survey limits

described above. Two attempts to contact and survey the existing utilities are included in the contract. Additional mobilizations, submitting relocate requests, submitting additional tickets, submitting appointment tickets, and/or attending locator meetings are excluded from the scope of services. System maps provided by utility owners in response to the prints tickets will be used to input marked utilities in their per plan location within the limits described above.

(3) Provide information necessary for the accurate representation of existing right of way on the PROJECT plans. This shall include location property pipes within the survey limits. Setting or resetting of property corner monuments lost during construction is excluded from the scope of services.

(4) Provide a sufficient number of benchmarks to provide proper elevation control for the PROJECT.

(5) Include a sufficient number of control points to provide proper horizontal control for the PROJECT.

(6) Surveys shall be referenced to the Wisconsin County Coordinate System (WCCS) Outagamie County, NAD 1983 (2011).

(7) Submit all survey data (including description, measured and computed data) to the DESIGNER in WisDOT Civil 3D 2018 .dwg format.

## **I. ROAD PLANS**

Section II C (9) in the Standard Provision of the CONTRACT is amended to include the following plans:

- 1) Title Sheet
- 2) General Notes/Utility Contacts
- 3) Typical Cross Sections
- 4) Construction Details
- 5) Plan Details
- 6) Erosion Control Plan (may be combined with Plan & Profile)
- 7) Permanent Signing Plan (may be combined with Plan & Profile)
- 8) Pavement Marking Plan (may be combined with Plan & Profile)
- 9) Traffic Control and Detour Plan
- 10) Miscellaneous Quantities
- 11) Plan & Profile (no roadway improvements are anticipated)

## **J. STRUCTURE PLANS**

- (1) Prepare a Structure Survey Report, which includes a discussion of structure sizing, in accordance with the MANUAL. The completed preliminary plan shall show the structure plan, elevation, and typical cross section, and all pertinent data shall appear on the first sheet(s) of the completed structure plans. Four prints of this plan and the Structure Survey Report shall be submitted to the MUNICIPALITY for review. The MUNICIPALITY will review this preliminary plan and the Structure

Survey Report and return one print to the CONSULTANT showing requested revisions, if any.

- (2) Plans for Structures shall be fully dimensioned besides showing controlling elevations. The plans shall be prepared with such precision and detail to allow for the convenient layout in the field with customary degree of accuracy, and to allow for the production of an accurate estimate of quantities for all pertinent items of work to be performed in the PROJECT.
- (3) Plans for Structures shall include schedules for bar steel reinforcement. Such schedules shall provide all of the necessary detail required for the fabrication of the reinforcement without the necessity of making separate shop drawings for that purpose.
- (4) When the plans for a structure have been completed the CONSULTANT shall furnish the MUNICIPALITY with three sets of prints of such plans for review and examination.
- (5) Submit three copies for review and examination of all specifications for items of work in the Structure Plans which are not covered by the STANDARD SPECIFICATIONS and such amendments to or revisions of the STANDARD SPECIFICATIONS as may be required to properly cover the work contemplated by the plans.
- (6) Plans will be subject to review and examination by the MUNICIPALITY. Such review and examination may be made on the site of the PROJECT.
- (7) Along with the plans for structures submit one copy or reproduction of the design computations for the MUNICIPALITY'S review and permanent file.
- (8) When the plans for structures are to be prepared by others, the MUNICIPALITY and the CONSULTANT(S) shall provide each other with the necessary pertinent information to effect the proper correlation between the Road Plans and the Structure Plans.
- (9) Furnish such other pertinent information and data with respect to the plans and design as the MUNICIPALITY may request.

## **K. TRAFFIC**

- (1) Prepare traffic projections for the project location based on available historic AADT information.
- (2) Estimate truck percentages based on similar locations and available truck percentage information.

## **L. SERVICES PROVIDED BY THE MUNICIPALITY**

The MUNICIPALITY will provide to the CONSULTANT the following for the PROJECT:

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1. Copies of existing as-built plans and right of way plats.
2. Mailing list for Public Involvement Meeting
3. Publication of Public Involvement Notice

#### **M. SERVICES DURING BIDDING PHASE OF THE PROJECT**

CONSULTANT shall provide assistance to MUNICIPALITY and DEPARTMENT during the Bidding and construction Contract Letting phases of the PROJECT after Final P.S. & E. submittal. For purposes of the Scope of Services, CONSULTANT shall perform the following services:

- Assist with addressing questions from prospective bidders, assume six (6) formal responses.

#### **PROSECUTION AND PROGRESS**

- (1) The MUNICIPALITY shall report on the progress of the PROJECT as stipulated in the contract agreement. Standard benchmarks, consistent with DEPARTMENT'S internal staff benchmarks, will be reported monthly to the DEPARTMENT. The actual start, projected or actual finish date, and percent of work complete will be included for all relevant benchmarks on any project report required for delivery to DEPARTMENT staff. The report can be delivered in electronic format consistent with current DEPARTMENT standards (Microsoft Project), or on paper.
- (2) The CONSULTANT proposes to sublet these services to JT Engineering, Inc.:
  - a) Design Reports
  - b) Environmental Documentation
  - c) Agency Coordination
  - d) Railroad/Utility Involvements
  - e) Public Involvement
  - f) Meetings
  - g) Surveys
  - h) Road Plans
  - i) Traffic
- (3) The following items of work will be completed and submitted to the MUNICIPALITY by the indicated dates, if CONSULTANT has received the Notice to Proceed by July 1, 2025.

<b>Report Title</b>	<b>Date</b>
Survey	8/1/2025
Scoping Report	9/1/2025
Operational Planning Meeting	10/1/2025
30% Plans and Estimate	11/1/2025
Structure Survey Report	11/1/2025
Preliminary Structure Plan	11/1/2025
Public Involvement Meeting	1/5/2025
Environmental Document	3/1/2026
Traffic Management Plan	4/1/2026
Design Study Report	5/1/2026
60% Plans and Estimate	5/1/2026
Final Structure Plans	8/1/2026
Pre-Final P.S.&E. Package	9/1/2026
Final P.S. & E.	11/1/2026
Pre-Construction Meeting	March 2027

July 2, 2025

Resubmitted to: Municipal Services and Director of Public Works: Laura Jungwirth  
From: Creative Downtown Appleton Inc. (CDA) and Appleton Downtown Inc.

**Public parklet proposal:**

Creative Downtown Appleton Inc. (CDA) and Appleton Downtown Inc. are requesting approval to place an on street modular parklet for the duration of approval through October 31<sup>st</sup> 2025. The parklet would be located in 1 parking stall - Washington St. Space #289 with additional space to the west of the stall to accommodate the length of the unit.

**The features of the proposed Public Parklet include:**

- The parklet is a prefabricated Street Deck unit by Archatrak. Images and the installation manual are attached with unit specifications.
- The size of the unit is 6 feet wide by 32 feet long. It is a steel frame on raised support pedestals. The decking is porcelain pavers. The fence panels and planters are powder coated galvanized steel.
- **Access:** the unit is an ADA compliant design. The elevated adjustable steel frame allows for curb level entry and free flowing street drainage.
- **Safety:** The unit currently features LED lighting and reflective tape along the top railing. The steel fence and planters add additional safety while still providing visual sight into the unit as shown in the attached images. Additional lighting can be added at the request of the city.
- **Comfort:** the unit will feature up to three tables and six chairs as shown in the attached images
- **Artful elements:** The eight steel planters are wrapped with mural vinyl images of world instruments.

**Additional features:**

- The fence planters will be enhanced with decorative solar flower lights.
- Signage on the unit includes sponsor recognition and a sign stating *no alcohol allowed*.

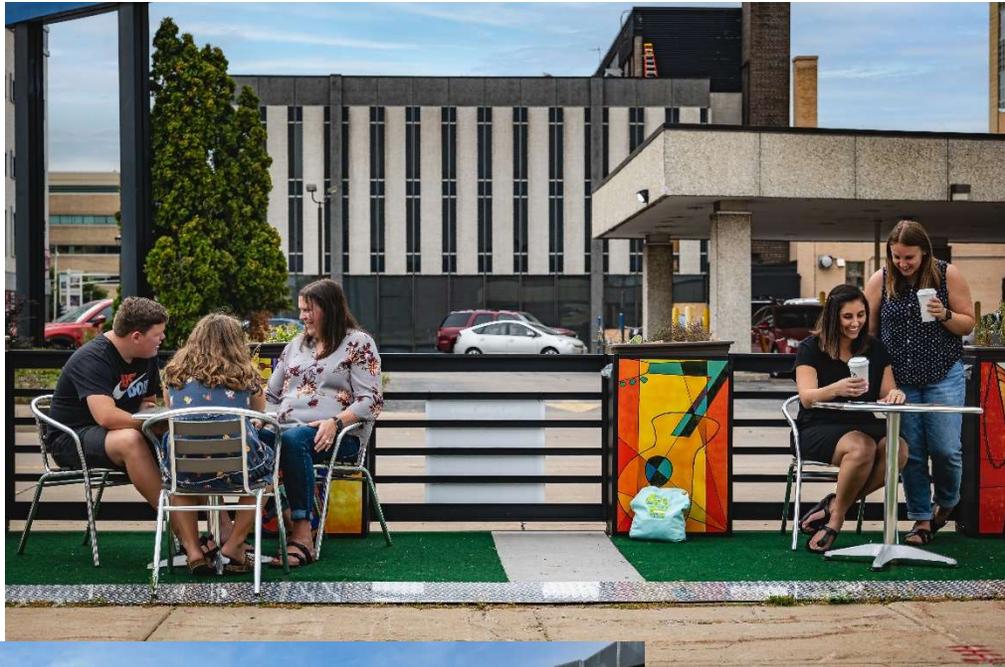
**Installation:** CDA/ADI will coordinate installation of the unit. We will source a team to complete the install. We would ask for the City to provide an inspection of the unit.

**Maintenance:** ADI will be responsible for daily cleaning of the parklet and any related maintenance or repair of the unit.

**Drainage:** The unit is constructed with a pedestal and frame design to allow for adequate drainage. Please see attached image.

**Ownership and Insurance:** the parklet unit will be owned by CDA and included within our liability insurance policy. We will work with the City on requirements to provide needed certificate of insurance listing City of Appleton as additionally insured.

**Expenses:** CDA will cover all expenses related to the purchase, install and maintenance of the parklet unit, features and furniture as well as fees related to lost parking revenue.







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

January 2022

## **CITY OF APPLETON ON-STREET PARKLET POLICY**

The objective of this policy is to establish the guidelines in which on-street parking spaces may be reallocated to provide amenities and green space for the general public to sit and enjoy.

### PROCEDURE

All requests for on-street parklets shall be submitted by a not-for-profit organization representing businesses to the Department of Public Works to be reviewed against the criteria set forth in this policy. Requests not meeting the criteria shall be denied administratively. Requests meeting the criteria shall be forwarded to the Municipal Services Committee and Common Council for consideration.

All written submittals shall contain the following information:

1. Name of sponsoring organization.
2. Location of requested parklet.
3. Number of parking stalls to be reallocated for parklet.
4. Dimensioned site plan including all details of parklet such as load bearing and railing force rating specifications, finishes, plant species, furniture, parklet covering(s), etc.
5. Maintenance plan including responsible party and how drainage will be provided along existing street gutter.
6. Documentation of support from immediately adjacent property/business owners.

### APPROVAL CRITERIA

1. On-street parklets shall be permitted from May 1<sup>st</sup> through October 31<sup>st</sup>, unless they need to be removed for pre-determined special events.
2. On-street parklets shall be located at least one parking spot in from a corner or protected by bollards, sidewalk bump-out, or other city approved barrier.
3. Street has an existing parking lane.
4. Street is a two-lane roadway with a posted speed limit of 25 MPH or slower.
5. On-street parklets shall be required to provide a minimum of one square foot of city-approved reflective tape or other similar reflective material on each of the two corners that are adjacent to traffic.
6. On-street parklets shall include a minimum of one city-approved reflective soft hit post and one wheel stop on each end.
7. On-street parklets shall not be allowed in front of a fire hydrant, a maintenance hole, or public utility valve cover, or otherwise obstruct access to city infrastructure.
8. On-street parklets shall not extend more than 7 feet into the roadway.
9. On-street parklet deck must be flush with the curb and may not have more than a ½" gap from the curb.
10. On-street parklets shall not be allowed immediately adjacent to a sidewalk café.

11. On-street parklet must be ADA accessible with a minimum 36" ADA accessible entryway.
12. Platform of the on-street parklet may not impede street drainage and should have a 6" gap maintained between the body of the deck and the curb to facilitate the movement of water.
13. The perimeter of the parklet shall be enclosed utilizing planters, railings or cables. The enclosure system shall be visually permeable. If cables are used, vertical spacing between cables may not exceed 6".
14. All on-street parklet rails must be capable of withstanding a 200-pound horizontal force.
15. On-street parklet platform shall not exceed a 2% cross slope.
16. All furniture must be contained within the parklet.

#### PURCHASED PARKING FEE

1. A daily fee equal to that charged to bag a parking meter per purchased stall will be charged Monday through Saturday, for the duration of the parklet.
2. This fee will be billed to the sponsoring organization upon approval by the Common Council and is non-refundable.
3. Rates are subject to change by the Common Council.

#### PERMIT ISSUANCE

On-Street Parklet Permit shall be issued upon receipt of the following:

1. Common Council approval.
2. Purchased Parking Fee and Street Occupancy Permit Fee.
3. All other approvals and permits must be in place, including a Special Use Permit for alcohol consumption in city right-of-way.
4. Applicant shall provide a certificate of insurance to the City. The certificate of insurance shall name the "City of Appleton, its officers, council members, agents, employees and authorized volunteers" as additional insureds under applicant's commercial general liability insurance coverage. Applicant's commercial general liability policy must contain the following minimum coverages and limits:
  - a. Bodily Injury and Property Damage Liability, Each Occurrence Limit - \$1,000,000
  - b. Personal and Advertising Injury Limit - \$1,000,000
  - c. General Aggregate Limit - \$2,000,000
  - d. Product Liability (if food or drink will be sold by the applicant), each occurrence limit - \$1,000,000
  - e. Products Completed/Operations Aggregate - \$2,000,000
  - f. Medical Expense Limit (any one person) - \$5,000

If applicant will be permitting, selling, or serving alcoholic beverages in relation to the parklet use, applicant must carry liquor liability insurance with a minimum limit of \$1,000,00 each occurrence / \$1,000,000 aggregate limit.

Applicant agrees to maintain these minimum insurance coverages and limits for the duration of their permit.



# CONTRACT FOR WISCONSIN HAZARDOUS MATERIALS RESPONSE SYSTEM SERVICES

JULY 1, 2025, THROUGH JUNE 30, 2027

Between

STATE OF WISCONSIN  
DEPARTMENT OF MILITARY AFFAIRS  
DIVISION OF EMERGENCY MANAGEMENT

And

CITY OF APPLETON, WISCONSIN  
CITY OF OSHKOSH, WISCONSIN  
CITY OF GREEN BAY, WISCONSIN  
CITY OF WAUSAU, WISCONSIN  
CITY OF RHINELANDER, WISCONSIN  
CITY OF MARINETTE, WISCONSIN  
WAUPACA COUNTY, WISCONSIN  
CITY OF MARSHFIELD, WISCONSIN  
CITY OF WISCONSIN RAPIDS, WISCONSIN

NORTHEAST  
WISCONSIN HAZARDOUS MATERIALS TASKFORCE



## **CONTRACT FOR WISCONSIN HAZARDOUS MATERIALS RESPONSE SYSTEM SERVICES**

### **1.0 General Contract Information**

1.1 **Parties:** This contract is between the State of Wisconsin, Department of Military Affairs, Division of Emergency Management on the one hand and the City of Appleton, City of Oshkosh, City of Green Bay, City of Wausau, City of Rhinelander, City of Marinette, Waupaca County, City of Marshfield, and the City of Wisconsin Rapids, also collectively referred to as the Northeast Wisconsin Hazardous Materials Taskforce on the other for the provision of Wisconsin Hazardous Materials Response System services as described herein and authorized under 1991 Wisconsin Act 104, as codified in Wis. Stat. § 323.70 of the Wisconsin Statutes and as further amended.

### 1.2 **Recitals:**

WHEREAS to protect life and property against the dangers of emergencies involving Level A releases, the Division may assign and make available for use in any county, city, village, or town a hazardous materials response system.

WHEREAS the Division desires to enter into this Agreement to establish Contractor as part of the Wisconsin Hazardous Materials Response System, and Contractor desires to be so designated and to enter into this Agreement.

HOWEVER, the parties expressly recognize and attest by this Agreement that neither party intends to create or assume fiduciary or other responsibilities to provide for the containment, cleanup, repair, restoration, and investigation of the environment (air, land, and water) in a hazardous materials incident, which named responsibilities are and shall remain the sole obligations of the Wisconsin Department of Natural Resources under Wis. Stat. §§ 292.11 and 323.60(4).

1.3 **Contract Term:** This Agreement runs for two years, commencing July 1, 2025, and ending on June 30, 2027.

1.4 **Quarterly Basis:** Certain actions are to be taken on a quarterly basis. For the purposes of this Agreement, the quarters are as follows:

First quarter:	July 1 through September 30
Second quarter:	October 1 through December 31
Third quarter:	January 1 through March 31
Fourth quarter:	April 1 through June 30

2.0 **Definitions:** The following definitions are used throughout this Agreement:

Agreement means this Contract, together with the Exhibits. Exhibits include the following:

- Exhibit A Standard Terms and Conditions (Request for Bids/Proposals) DOA-3054 Form
- Exhibit B Northeast Wisconsin Hazardous Materials Taskforce Budget
- Exhibit C Map of Wisconsin Hazardous Materials Response System
- Exhibit D Certificate of Protection in Lieu of an Insurance Policy, as applicable.

State means the State of Wisconsin.

Department means the State of Wisconsin Department of Military Affairs.

Division means the Division of Emergency Management.

Contractor means the City of Appleton, City of Oshkosh, City of Green Bay, City of Wausau, City of Rhinelander, City of Marinette, Waupaca County, City of Marshfield, and the City of Wisconsin Rapids, also collectively referred to as the Northeast Wisconsin Hazardous Materials Taskforce, by which hazardous materials response service or services to Level A releases will be performed under this Agreement.

Emergency means a situation that affects or presents an imminent risk to public health, safety and/or the environment.

Wisconsin Hazardous Materials Taskforce means one of four (4) Taskforces located throughout the State and comprised of Type I, Type II, and Type III hazardous materials teams.

Incident means any actual or imminent threat of release, rupture, fire, or accident that results or has the potential to result in the loss or escape of a hazardous material into the environment.

Level A Release means a release that meets the specifications under Wis. Stat. § 323.02(11) of the Wisconsin Statutes.

Type I Hazardous Materials Team includes all Type II and Type III Level A release response capabilities, plus the self-sufficient ability to make entry to and the capability to respond to Weapons of Mass Destruction (WMD) and Chemical, Biological, Radiological, Nuclear, and Explosive (CBRNE) incidents.

Type II Hazardous Materials Team includes all Type III Level A release response

capabilities plus the analysis of unknown substances and the capability to make entry to an unknown substance response with the proper number of personnel.

Type III Hazardous Materials Team includes response capabilities to all known chemicals and fuels plus the ability to perform mitigation operations and the capability to make entry for Level A releases and known substances with the proper number of personnel.

Wisconsin Hazardous Materials Response System means the four (4) tiered hazardous materials taskforces comprised of fire departments chosen by the Division to provide Level A hazardous materials response that meets the standards under 29 CFR 1910.120 and/or 29 CFR 1910.134(f), NFPA 472 and 1582, IS 700, ICS 100, 200, 300 and 400, and Wisconsin Firefighter 1.

### **3.0 Statement of Work**

- 3.1 **Services to be provided by Contractor:** During the term of this Agreement, the Contractor agrees to provide hazardous materials response system services to Level A releases through the use of designated Type I, Type II, and Type III Hazardous Materials Teams making up four (4) Taskforce areas throughout the State of Wisconsin as described in Exhibit C, attached hereto and incorporated by reference herein. This Agreement does not include response to Type IV incidents which are locally defined and handled by the authority having jurisdiction.

Contractor's response activities under this Agreement shall be limited to emergency operations relating to hazardous materials incidents, reporting and documentation of activities arising from hazardous materials releases/incidents which threaten life, property and/or the environment. Contractor shall not provide under this Agreement any services with respect to the sampling, testing, analysis, treatment, removal, remediation, recovery, packaging, monitoring, transportation, movement of hazardous materials, cleanup, storage and disposal of hazardous materials except as these may be reasonably necessary and incidental to preventing a release or threat of release of a hazardous material or in stabilizing the emergency response incident, as determined by the Contractor.

Contractor shall establish safety perimeters at or near sites and vessels. Contractor shall not be required to locate underground utilities, ensure appropriate traffic control services, conduct hydrological investigations and analysis, or provide testing, removal, and disposal of underground storage tanks at or near the emergency response incident to which the Contractor is dispatched.

The Division and Contractor make no representations to third parties with regard to the ultimate outcome of the services to be provided under this Agreement, but Contractor shall respond to the best of its abilities, subject to the terms of this

Agreement.

- 3.2 **Performance Conditions:** Contractor acknowledges that prior to undertaking any emergency response activity under this Agreement, Contractor shall receive written approval from the Division to proceed with response activities. A Contractor that has previously been providing services under a regional hazardous materials response system agreement with the Division is considered to have received written approval to proceed with response activities. Division approval shall be conditioned upon the Contractor demonstrating to the Division that its employees, equipment and vehicles meet or exceed applicable regulatory requirements.
- 3.3 **Personnel:** Contractor shall provide an adequate number of trained, medically monitored, competent, and supervised personnel as established by the Division and as is reasonably necessary to operate within the safety levels of the Wisconsin Hazardous Materials Response System. Contractor shall meet the standards under 29 CFR 1910.120 and/or 29 CFR 1910.134(f), NFPA 471, 472 and 1582, IS 700, ICS 100, 200, 300 and 400, and Wisconsin Firefighter 1 certification.
- 3.4 **Vehicles and Equipment:** Contractor shall limit its activities to that which can be safely accomplished within the technical limitations of the available vehicles and equipment. Contractor may use equipment and vehicles provided by the Division for Contractor's local use, except as follows. Contractor agrees that in the event of multiple responses, said equipment that is already not committed to a prior response shall be used on a priority basis to respond to a hazardous materials release. Contractor shall provide the Division with a current listing of its equipment assets including the manufacturer, date of purchase, and calibration requirements within 30 days after this Agreement is fully executed and annually thereafter.
- 3.5 **Vehicles and Equipment Use Limitations:** This Agreement in no way limits the Contractor from responding with Division-provided vehicles, equipment, and supplies under local authority, mutual aid agreements, or other contracts under local authority.
- 3.6 **Response Procedures and Limitations:** Contractor recognizes that its obligations under this Agreement are paramount to the State of Wisconsin. Contractor agrees that if local fire response obligations in Contractor's own jurisdiction create limits or unavailable resources, Contractor will seek aid from local jurisdictions to assist in local fire response obligations in Contractor's own jurisdiction.

Contractor's obligation to provide services hereunder shall arise, with respect to specific response actions, upon receipt of an emergency response request pursuant to mutually approved Standard Operating Guidelines provided in Subsection 3.8. These guidelines will be maintained in a mutual aid support system that will be used to assess readiness.

- 3.7 **Right of Refusal:** If, on occasion, a response under this Agreement would temporarily place a verifiable undue burden on the Contractor because Contractor's resources are otherwise inadequate or unavailable and mutual aid is unavailable for a hazardous materials response within the State, then, if notice has been provided to the Division, the Contractor may decline a request for hazardous materials response system services.
- 3.8 **Standard Operating Guidelines:** Contractor and Division agree that hazardous materials response system operations will be conducted in accordance with Wisconsin Hazardous Materials Response System Operations Plan, and "Call Out Procedure" that will be mutually approved by the parties to this Agreement.
- 3.9 **Mutual Aid Box Alarm System (MABAS):** Contractor is highly encouraged to participate in the MABAS-WI program. At a minimum and absent MABAS-WI participation, Contractor will be qualified and credentialed under all NIMS standards for hazardous materials.
- 3.10 **Standardized Equipment Reports:** In order to prepare, plan, and respond to the dangers of emergencies involving Level A releases, the Division shall require standardized equipment purchases and inventory for the Wisconsin Hazardous Materials Response System. Contractor shall update, on an annual basis, the Standardized Equipment Report that provides a current inventory of all hazardous materials equipment assets including but not limited to the manufacturer, date of purchase, and calibration requirements. The Contractor will input equipment inventory on the Division's secure ImageTrend Elite website, <https://wisconsinfire.imagetrendelite.com/elite/organizationwisconsinfire/> or equivalent. The annual Equipment Inventory shall be updated after January 1, or when new equipment is added during the calendar year. Failure to submit timely Equipment Inventory may result in the withholding of quarterly Annual Allocation payments provided for under this Agreement.
- 3.11 **Operating Expenditure Reports:** In order to prepare, plan, and respond to the dangers of emergencies involving Level A releases, the Division shall collect standardized operating expenditure information from Contractor including but not limited to wages and stipend costs. Contractor shall provide the Division, on a quarterly basis, with an Operating Expenditure Report that provides a current listing of its hazardous materials team's operating expenditures on an electronic spreadsheet developed by the Division. The Division will input Contractor's operating expenditures on the Division's secure WebEOC website located at [wi.webeocasp.com](http://wi.webeocasp.com), or equivalent. The quarterly Operating Expenditure Reports shall be provided to the Division no later than thirty (30) days after the end of each quarter. Failure to submit timely Operating Expenditure Reports may result in the withholding of quarterly payments under this Agreement until such report is

received.

- 3.12 **Hazardous Materials Incident Reporting:** To prepare, plan, and respond to the dangers of emergencies involving Level A releases, the Division shall collect accurate, actual, and standardized hazardous materials assist and response data. Further, Contractor shall report all hazardous materials incidents (local/county or State) on the Division's secure ImageTrend Elite website, <https://wisconsinfire.imagetrendelite.com/elite/organizationwisconsinfire/> or equivalent. The Hazardous Materials Incident Report shall be completed and submitted no later than five (5) business days after the end of the incident. Failure to submit timely Hazardous Materials Incident Reports may result in the withholding of quarterly payments under this Agreement until such report is submitted.
- 3.13 **Wisconsin Hazardous Materials Response System Member Rosters:** Under Subsection 5.11, members of the Wisconsin Hazardous Materials Response System are considered state employees for worker's compensation purposes. It is paramount that the Division has a current listing of all members in order to ensure coverage. Contractor shall provide the Division, on a quarterly basis, with a current listing of its members on an electronic spreadsheet developed by the Division. Failure to submit timely member rosters may result in the withholding of quarterly payments under this Agreement.

#### **4.0 Advisory Committee**

- 4.1 There are currently four agreements establishing separate Wisconsin hazardous materials taskforces. Section 4 of each such agreement authorizes the creation of a committee that will advise the Division on matters relating to the exercise of the Division's discretion.
- 4.2 The committee shall be advisory only.
- 4.3 Committee membership shall be made up of two representatives from each type of team (Type 1, Type 2 and Type 3) and one at-large representative.
- 4.4 Membership may be drawn from any of the contractors of any of the four taskforces.
- 4.5 The members of the advisory committee shall be appointed by the Board of Directors of the Wisconsin State Fire Chiefs Association.

#### **5.0 Contractor Annual Allocation, Reimbursement, and Grants**

There are two types of Contractor funding under this Agreement: (1) Annual Allocation based on the Type I, Type II or Type III Level A release capabilities

provided by Contractor and (2) Team Response Costs. Each of these is discussed below.

5.1 **Annual Allocation and Quarterly Payments:** As provided under Wis. Stat. § 323.70(2) of the Wisconsin Statutes, Contractor will be subsidized annually for each fiscal year, commencing on 7/1/2025 and ending on June 30, 2027 under this Agreement for its approved annual allocation as described in "Exhibit B", attached, and incorporated by reference. The payments shall be made to Contractor on a quarterly basis, with the first payment to be made at the end of the first quarter, if all required quarterly reports have been submitted for the quarter at issue and if the Agreement has not been terminated or canceled with respect to the Contractor. If the Agreement has been terminated or canceled with respect to the Contractor prior to the end of the Agreement, payment of annual allocations will be made pursuant to Section 8.8. Funding amounts will be based by Type I, Type II, and Type III Hazardous Materials Team designation. The Annual Allocation is intended to cover direct and indirect costs necessary to ensure the proper number of trained personnel per shift depending on the type of response, a stipend per response system member as well as baseline, maintenance, and exit physicals for each response system member. Quarterly Annual Allocation payments to Contractor shall be made from the appropriation account under Wis. Stat. § 20.465(3)(dd) of the Wisconsin Statutes.

5.1.1 Funds allocated under Subsection 5.1 of this Agreement shall supplement existing, budgeted monies of the Contractor to provide the services specified herein and may not be used to replace, decrease, or release for alternative purposes the existing, budgeted monies of or provided to the Contractor.

Further, funds allocated under Subsection 5.1 of this Agreement shall not be used by Contractor to supplement, offset, replace, decrease, or release any budgetary obligations for other municipal departments not directly connected to this Agreement.

5.2 **Northeast Wisconsin Hazardous Materials Taskforce Response Costs and Reimbursement:**

5.2.1 Pursuant to Wis. Stat. § 323.70(3) of the Wisconsin Statutes and as set forth in this Section 5.2.1, Contractor shall be reimbursed for reasonable and necessary response costs and expenses incurred in responding to an emergency involving a Level A release or potential Level A release pursuant to this Agreement.

Taskforce response costs may include, but are not limited to:

(1) Reimbursement for use of Vehicle(s) and Apparatus: Contractor shall be reimbursed for the approved use of its vehicles and equipment at FEMA-

established rates.

(2) Personnel Expenses: Contractor's team response personnel expenses which are approved and authorized under this Agreement are reimbursable at the rates described as follows:

- a) For full-time fire departments, at the actual cost of personnel expenses.
- b) For part-time and volunteer fire departments or team personnel, at the average over-time hourly rates for the three geographically nearest full-time fire departments.

Team response personnel expenses shall be billed to the nearest one-fourth (1/4) hour work period. Personnel expenses may reflect replacement personnel costs and indirect charges/costs for wage, fringe, death, and duty disability retirement benefits.

(3) Emergency Expenses: Contractor's necessary and reasonable emergency expenses related to services rendered under this Agreement are reimbursable. All such expenses must be based on actual expenditures and fully documented by the Contractor. The Division reserves the right to deny any reimbursement of unjustifiable Contractor expenditures.

5.2.2 If the Division determines that an emergency requiring a response per this Agreement existed, the Division will issue reimbursement for response costs to Contractor within 60 days after receiving a complete application for reimbursement from Contractor on a form prescribed by the Division, but only if the completed application is received by the Division within 45 days after the conclusion of deployment for a response under this Agreement.

5.3 **Training Costs**: In addition to the Annual Allocation, funding may be available to Contractor through the Division's training and equipment grants. Applications shall be made via "E-Grants" and will be available to Contractor based upon established criteria. The Division makes no representations that funding will be available to any or all parties.

5.4 **Duty Disability Premium Increases**: The Division shall reimburse Contractor for costs incurred by Contractor for any increase in contributions for duty disability premiums as set forth in Wis. Stat. § 323.70(3m) for employees who received duty disability benefits because of an injury incurred while performing duties as a member of the Northeast Wisconsin Hazardous Materials Taskforce while engaging in a response to a Level A emergency under this Agreement.

5.5 **Standard Equipment Purchases and Cache:** The Division intends to standardize equipment purchases for the Wisconsin Hazardous Materials Response System. Contractor shall provide the Division with a current listing of its equipment assets including the manufacturer, date of purchase, and calibration requirements. The Division will develop a standardized equipment list including vendor information.

Contractor may make equipment purchase requests to the Division by submitting an "E-Grants" request with supporting documentation. The Division makes no representations that funding will be available to all parties.

The Division intends to develop and maintain an equipment cache. When developed, Contractor may borrow specific equipment from the equipment cache in the event of an equipment failure requiring repair of Contractor's equipment.

5.6 **Minimum Appropriation:** The Division has requested in its State Fiscal Years 2025-2027 budget a sum to cover the annual allocation for those fiscal years as described in "Exhibit B" to this Agreement. If at least that amount is appropriated, then that amount shall be the minimum amount payable annually to response teams, with any additional amounts that might be appropriated payable pro rata to the response teams as part of the annual allocation. The minimum contract annual allocation does not, however, include Contractor's response costs as specified in Subsection 5.2 of this Agreement.

5.7 **Full Payment and Release:** The Division's reimbursement(s) shall be full payment for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work authorized under this Agreement. Acceptance of payment by the Contractor shall operate as a release of the Division of all claims by Contractor for reimbursement of its response costs.

5.8 **Approval:** Contractor, when acting under this Agreement, may not participate in an emergency response to a Level A release without following the Division-approved "Call Out Procedure." Contractor agrees to make reasonable and good faith efforts to minimize costs.

5.9 **Retirement System Status and Tax Payments:** Contractor and its employees are not entitled under this Agreement to Division contribution to any retirement benefit or other benefit offered by Contractor or the State. Contractor shall be responsible for payment/withholding of any applicable federal, Social Security and State taxes.

5.10 **Worker's Compensation:** A member of the Northeast Wisconsin Hazardous Materials Taskforce who is acting under the scope of this Agreement is an employee of the State for purposes of worker's compensation under § 323.70(5) of the Wisconsin Statutes. For all other purposes, the member remains Contractor's employee.

- 5.11 **Payment of Contractor's Obligations:** Contractor agrees to make payment promptly, as just, due, and payable to all persons furnishing services, equipment or supplies to Contractor. If Contractor fails, neglects, or refuses to pay any such claims as they become due and for which the Division may be held liable, the proper officer(s) representing the Division, after ascertaining that the claims are just, due and payable, may, but shall not be required to, pay the claim and charge the amount of the payment against funds due to Contractor under this Agreement. The payment of claims in this manner shall not relieve Contractor of any duty with respect to any unpaid claims.
- 5.12 **Dual Payment:** Contractor shall not be compensated for work performed under this Agreement by any state agency or person(s) responsible for causing a hazardous materials emergency except as approved and authorized under this Agreement.
- 5.13 **Taskforce Members:** Members of the Northeast Wisconsin Hazardous Materials Taskforce are firefighters and therefore are considered protective occupation employees.

## 6.0 **Liability and Indemnity**

Nothing contained in this Agreement is intended to limit any immunities and rights of any party available under Wis. Stat. §§ 345.05, 893.80, 893.82 and 895.46 or any other constitutional or statutory provision or common law. Such immunities and rights are expressly reserved to the parties.

- 6.1 **Scope:** During operations authorized by this Agreement, Contractor employees who are part of Contractor's emergency management program shall be agents of the State and protected and defended against tort liability under Wis. Stat. § 323.41. For purposes of Wis. Stat. § 895.46(1), members of the Northeast Wisconsin Hazardous Materials Taskforce shall, during authorized operations, be considered agents of the State and the State will indemnify such employees as required under Wis. Stat. § 895.46(1). For purposes of this section, operations means activities, including travel, directly related to a particular emergency response involving a hazardous material response/incident by a hazardous materials response system team. Operations also include specialized training activities provided under this Agreement to the members of a hazardous materials response system team.
- 6.2 **Civil liability exemption; hazardous material and local emergency response team:** Under Wis. Stat. § 895.483(1), a Hazardous Materials Taskforce, a member of such a Taskforce, and a local agency, as defined in Wis. Stat. § 323.70(1)(b), that contracts with the Division under Wis. Stat. § 323.70 are immune from civil liability for acts or omissions related to carrying out responsibilities under this

Agreement.

## **7.0 Insurance Provisions**

- 7.1 **General Liability Insurance:** Contractor shall maintain, at its own expense, and keep in effect during the term of this Agreement, commercial liability, bodily injury and property damage insurance against any claim(s) which might occur in carrying out this Agreement. Minimum coverage is one million (\$1,000,000) liability for bodily injury and property damage including products liability and completed operations. The State reserves the right to require higher or lower limits where warranted.

If Contractor is self-insured or uninsured, a Certificate of Protection in Lieu of an Insurance Policy shall be submitted to the Division certifying that Contractor is protected by a Self-Funded Liability and Property Program or alternative funding source(s), attached hereto as "Exhibit D".

- 7.2 **Automobile Liability:** Contractor shall obtain and keep in effect automobile liability insurance for all owned, non-owned and hired vehicles that are used in carrying out this Agreement. This coverage may be written in combination with the commercial liability and property damage insurance mentioned in Subsection 7.1. Minimum coverage shall be one million (\$1,000,000) per occurrence combined single limit for automobile liability and property damage. The State reserves the right to require higher or lower limits where warranted.

If Contractor is self-insured or uninsured, a Certificate of Protection in Lieu of an Insurance Policy shall be submitted to the Division certifying that Contractor is protected by a Self-Funded Liability and Property Program, or alternative funding source(s) attached hereto as "Exhibit D".

- 7.3 **Notice of Cancellation or Change:** Contractor agrees that there shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 30 days' written notice to the Division.

- 7.4 **Certificate(s) of Insurance:** As evidence of the insurance coverage required by this Agreement, Contractor shall provide to the Wisconsin Department of Military Affairs' General Counsel an insurance certificate indicating this coverage, countersigned by an insurer licensed to do business in Wisconsin, covering the period of the Agreement or, if self-insured or uninsured, a Certificate of Protection in Lieu of Insurance Policy prior to commencement of this Agreement and annually thereafter.

## **8.0 Standard Contract Terms, Conditions and Requirements**

- 8.1 **Disclosure of Independence and Relationship:** Contractor certifies that no

relationship exists between its membership in the Hazardous Materials Response System, the State, or the Division that interferes with fair competition or is a conflict of interest, and no relationship exists between the Contractor and its employees and another person or organization that constitutes a conflict of interest with respect to a state contract.

Contractor agrees as part of this Agreement that, during performance of this Agreement, it will neither provide contractual services nor enter into any agreement to provide services to a person or organization that is regulated or funded by the Wisconsin Department of Military Affairs or has interests that are adverse to the Department.

The Department of Administration may waive the provisions of the previous two paragraphs, in writing, if those activities of the Contractor will not be adverse to the interests of the State.

- 8.2 **Dual Employment:** Section 16.417 of the Wisconsin Statutes prohibits an individual who is a state employee or who is retained as a consultant full-time by a state agency from being retained as a consultant by the same or another agency where the individual receives more than \$12,000 as compensation. This prohibition applies only to individuals and does not include corporations or partnerships.
- 8.3 **Employment:** Contractor will not engage the service of any person or persons now employed by the State, including any department, commission, or board thereof, to provide services relating to this Agreement without the written consent of the employer of such person or persons and the Department of Military Affairs and the Division.
- 8.4 **Conflict of interest:** Private and non-profit corporations are bound by Wis. Stat. §§ 180.0831 and 181.0831 regarding conflicts of interest by directors in the conduct of state contracts.
- 8.5 **Recordkeeping and Record Retention:** The Contractor shall establish and maintain adequate records of all expenditures incurred under the Agreement. All records must be kept in accordance with generally accepted accounting principles and be consistent with federal and state laws and local ordinances. The Division, the federal government, and their duly authorized representatives shall have the right to audit, review, examine, copy and transcribe any pertinent records or documents relating to any contract resulting from this Agreement held by Contractor. The Contractor shall retain all documents applicable to the Agreement for a period of not less than six (6) years after the final payment is made or longer where required by law.
- 8.6 **Taskforce Member Removal:** If an individual Northeast Hazardous Materials

Taskforce member is substantiated to have been negligent or unresponsive with respect to the requirements under this Agreement, the Division, after consultation with Contractor and Contractor's Fire Commission/Board, may recommend the removal of this member from the Taskforce. A request by the Division to dismiss a Taskforce member shall not constitute an order to discipline or discharge the employee. All actions taken by the Contractor and/or fire department management with regard to employee discipline shall be at the sole discretion of the Contractor and/or fire department management.

8.7 **Hold Harmless:** Contractor will indemnify, defend against, and hold harmless the Division of Emergency Management, the Department of Military Affairs, and the State of Wisconsin for any claims arising from any disputes any Local Agency may have with its employees. This shall include, but not be limited to, charges of discrimination, harassment, and discharge without just cause.

8.8 **Termination of Agreement:**

Contractor may terminate this Agreement at will by delivering ninety (90) days' written notice to the Division of intent to terminate, during which 90-day period Contractor must continue to provide services under the Agreement. If the Agreement terminates at the end of a quarter based on Contractor's 90-day notice of termination, Contractor will be paid its quarterly payment from the Annual Allocation, but no further Annual Allocation payments will be made. If the Agreement terminates during a quarter based on Contractor's 90-day notice of termination, Contractor will be paid a prorated amount of its Annual Allocation for that quarter, but no further Annual Allocation payments will be made.

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

- (1) Division funding from federal, state, or other sources is not obtained and/or continued at levels sufficient to allow for payments under this Agreement.
- (2) Federal or state laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement or are no longer eligible for the funding proposed for payments by this Agreement.
- (3) Any license or certification required by law or regulation to be held by the Contractor to provide the services required by this Agreement is for any reason denied, revoked, or not renewed.

- (4) Failure of Contractor to comply with the terms, conditions, and specifications of the Agreement.

Any termination of the Agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination, except as provided elsewhere in the Agreement.

- 8.9 **Cancellation:** The continuation of payments under this Agreement beyond the limits of the funds already available is contingent upon the future availability of funds to support such payments. The State of Wisconsin reserves the right to immediately cancel any contract in whole or in part without penalty due to non-appropriation of funds. Upon cancellation, response costs and expenses incurred up to that date will be reimbursed to the extent of recovery from the Responsible Party and any appropriated amounts available and a prorated amount of annual allocations will be made to the extent funds have been appropriated.
- 8.10 **Prime Contractor and Minority Business Subcontractors:** In the event Contractor subcontracts for supplies and/or services, any subcontractor must abide by all terms and conditions of the Agreement. The Contractor shall be responsible for performance of services authorized by this Agreement whether or not subcontractors are used.  
  
Contractor is encouraged to purchase services and supplies when/if applicable from minority businesses certified by the Wisconsin Department of Development, Bureau of Minority Business Development.
- 8.11 **Executed Contract to Constitute Entire Agreement:** The written Agreement with referenced Exhibits and attachments shall constitute the entire agreement of the parties regarding the subject matter of the Agreement and supersedes all prior discussions, negotiations, and agreements, written or oral, with respect to the subject matter of this Agreement.
- 8.12 **News Releases:** News releases pertaining to the negotiation of this Agreement shall not be made without the prior approval of the Division.
- 8.13 **Applicable Law:** This Agreement shall be governed under the laws of the State of Wisconsin. The Contractor and State shall at all times comply with and observe all federal and state laws, rules and regulations and ordinances which are in effect during the period of this Agreement, and which may in any manner affect performance of obligations under this Agreement.
- 8.14 **Assignment:** No right or duty, in whole or in part, of the Contractor under this Agreement may be assigned or delegated without the prior written consent of the State of Wisconsin.

- 8.15 **Successors in Interest:** The provisions of the Agreement shall be binding upon and shall inure to the benefit of the parties to the Agreement and their respective successors and assigns.
- 8.16 **Notifications:** Contractor shall immediately report by telephone and in writing any demand, request, or occurrence that reasonably may give rise to a claim against the State, its officers, Divisions, agents, employees, and members. Such reports shall be directed to:

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

Copies of such written reports shall also be sent to:

ATTN: State General Counsel  
WI Dept. of Military Affairs  
PO Box 8111  
Madison, WI 53708-8111

- 8.17 **Severability:** If any provision of this Agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected. The rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
- 8.18 **Amendments:** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended in any manner whatsoever without prior written approval of Division and Contractor and approval, by passive review or otherwise, of the Wisconsin Joint Committee on Finance. In the event additional funding is provided for the four taskforces (Northwest, Northeast, Southwest and Southeast) as a group, the provisions in this Agreement and the agreements establishing the three other taskforces regarding payment to contractors shall be modified by written agreement of the parties to reflect the additional funding consistent with any legislative directive.
- 8.19 **Approval Authority:** Contractor's representatives certify by their signature below that they have the necessary and lawful authority to enter into contracts and agreements on behalf of the Contractor.

- 8.20 **Insufficient Funds:** The obligation of the Contractor under this Agreement is contingent upon the availability and allotment of funds by the Division to Contractor and Contractor may, upon thirty (30) days prior written notice, terminate this contract if funds are not available.
- 8.21 **No Waiver:** No failure to exercise, and no delay in exercising, any right, power or remedy, including payment, under this Agreement, on the part of the Division, State, or Contractor, shall operate as a waiver of it, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise of it or the exercise of any other right, power or remedy. No express waiver shall affect any event or default other than the event or default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided by the Division, State, or Contractor, in the written waiver. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term, or condition.
- 8.22 **Construction of Agreement:** This Agreement is intended to be solely between the parties. No part of the Agreement shall be construed to add, supplement, amend, abridge, or repeal existing rights, benefits, or privileges of any third party or parties, including but not limited to employees of either of the parties.
- 8.23 **Disparity:** In the event of a discrepancy, difference or disparity in the terms, conditions or language contained in the Agreement, on the one hand, and its Exhibits on the other, it is agreed between the parties that the language in Exhibit A to this Agreement, shall control.
- 8.24 **Amendment to Comply with Law.** If any laws are enacted that affect the subject matter of this Agreement, the Parties agree to amend this Agreement to reflect the substance of such laws as soon as practicable. Such amendment must first be submitted to the Joint Finance Committee for passive or actual approval prior to being fully executed.
- 8.25 **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed the original, but all of which together shall constitute one and the same instrument.

**Approving Signatures:**

**ON BEHALF OF THE DIVISION OF EMERGENCY MANAGEMENT (DIVISION)**

**Dated this \_\_\_\_ day of \_\_\_\_\_, 2025.**

---

**Greg Engle, Division Administrator**

**On Behalf of the City of Appleton  
A Municipal Corporation**

**Dated this \_\_\_\_ day of \_\_\_\_\_, 2025**

**Signature: \_\_\_\_\_**

**Printed Name: Jacob A. Woodford  
Title: Mayor  
Address: 100 North Appleton Street  
City/State: Appleton, WI Zip: 54911**

**On Behalf of the City of Appleton**

**Dated this \_\_\_\_ day of \_\_\_\_\_, 2025**

**Signature: \_\_\_\_\_**

**Printed Name: Kami Lynch  
Title: City Clerk  
Address: 100 North Appleton Street  
City/State: Appleton, WI Zip: 54911**

**On Behalf of the City of Appleton**

**Dated this \_\_\_\_ day of \_\_\_\_\_, 2025**

**Signature: \_\_\_\_\_**

**Printed Name: Jeri A. Ohman**

**Title: Finance Director**

**Address: 100 North Appleton Street**

**City/State: Appleton, WI Zip: 54911**

**Approved as to form:**

**Dated this \_\_\_\_ day of \_\_\_\_\_, 2025**

**Signature: \_\_\_\_\_**

**Printed Name: Christopher R. Behrens**

**Title: City Attorney**

**Address: 100 North Appleton Street**

**City/State: Appleton, WI Zip: 54911**

**On Behalf of the City of Appleton Fire Department**

**Dated this \_\_\_\_ day of \_\_\_\_\_, 2025**

**Signature: \_\_\_\_\_**

**Printed Name: Jeremy Hansen**

**Title: Fire Chief**

**Address: 700 North Drew Street**

**City/State: Appleton, WI Zip: 54911**

**On Behalf of the City of Oshkosh  
A Municipal Corporation**

Dated this \_\_\_\_ day of \_\_\_\_\_, 2025

**Signature:** \_\_\_\_\_

**Printed Name: Mark Rohloff  
Title: City Manager  
Address: 215 Church Avenue  
City/State: Oshkosh, WI Zip: 54903**

**On Behalf of the City of Oshkosh**

Dated this \_\_\_\_ day of \_\_\_\_\_, 2025

**Signature:** \_\_\_\_\_

**Printed Name: Diane Bartlett  
Title: City Clerk  
Address: 215 Church Avenue  
City/State: Oshkosh, WI Zip: 54903**

**Approved as to form:**

Dated this \_\_\_\_ day of \_\_\_\_\_, 2025

**Signature:** \_\_\_\_\_

**Printed Name: Lynn Lorensen  
Title: City Attorney  
Address: 215 Church Avenue  
City/State: Oshkosh, WI Zip: 54903**

**On Behalf of the City of Green Bay  
A Municipal Corporation**

**Dated this \_\_\_\_ day of \_\_\_\_\_, 2025**

**Signature: \_\_\_\_\_**

**Printed Name: Eric Genrich**

**Title: Mayor**

**Address: 100 North Jefferson Street**

**City/State: Green Bay, WI Zip: 54301**

**On Behalf of the City of Green Bay**

**Dated this \_\_\_\_ day of \_\_\_\_\_, 2025**

**Signature: \_\_\_\_\_**

**Printed Name: Celestine Jeffreys**

**Title: City Clerk**

**Address: 100 North Jefferson Street**

**City/State: Green Bay, WI Zip: 54301**

**On Behalf of the City of Wausau  
A Municipal Corporation**

Dated this \_\_\_\_ day of \_\_\_\_\_, 2025

Signature: \_\_\_\_\_

**Printed Name: Katie Rosenberg**

**Title: Mayor**

**Address: 407 Grant Street**

**City/State: Wausau, WI Zip: 54403**

**On Behalf of the City of Wausau**

Dated this \_\_\_\_ day of \_\_\_\_\_, 2025

Signature: \_\_\_\_\_

**Printed Name: Kaitlyn Bernarde**

**Title: City Clerk**

**Address: 407 Grant Street**

**City/State: Wausau, WI Zip: 54403**

**On Behalf of the City of Wausau Fire Department**

Dated this \_\_\_\_ day of \_\_\_\_\_, 2025

Signature: \_\_\_\_\_

**Printed Name: Robert Barteck**

**Title: Fire Chief**

**Address: 606 East Thomas Street**

**City/State: Wausau, WI Zip: 54403**

**On Behalf of the City of Rhinelander**

**Dated this \_\_\_\_ day of \_\_\_\_\_, 2025**

**Signature: \_\_\_\_\_**

**Printed Name: Kris Hanus**

**Title: Mayor**

**Address: 135 S Stevens St**

**City/State: Rhinelander WI 54501**

**On Behalf of the City of Rhinelander**

**Dated this \_\_\_\_ day of \_\_\_\_\_, 2025**

**Signature: \_\_\_\_\_**

**Printed Name: Brian Tonnancour**

**Title: Fire Chief**

**Address: 135 S Stevens St**

**City/State: Rhinelander, Wisconsin 54501**

**On Behalf of the City of Rhineland**

**Dated this \_\_\_\_ day of \_\_\_\_\_, 2025**

**Signature: \_\_\_\_\_**

**Printed Name: Scott Holewinski**

**Title: County Board Chair**

**Address: PO Box 1245**

**City/State: Rhineland WI 54501**

**Signature: \_\_\_\_\_**

**Printed Name: Steven Schreier**

**Title: Public Safety Committee Chair**

**Address: PO Box 1245**

**City/State: Rhineland WI 54501**

**On Behalf of the City of Marinette  
A Municipal Corporation**

Dated this \_\_\_\_ day of \_\_\_\_\_, 2025

Signature: \_\_\_\_\_

**Printed Name: Steve Genisot**

**Title: Mayor**

**Address: 1905 Hall Avenue**

**City/State: Marinette, WI Zip: 54143**

**On Behalf of the City of Marinette**

Dated this \_\_\_\_ day of \_\_\_\_\_, 2025

Signature: \_\_\_\_\_

**Printed Name: Lana Bero**

**Title: City Clerk**

**Address: 1905 Hall Avenue**

**City/State: Marinette, WI Zip: 54143**

**On Behalf of the City of Marinette**

Dated this \_\_\_\_ day of \_\_\_\_\_, 2025

Signature: \_\_\_\_\_

**Printed Name: Jacqueline Miller**

**Title: City Treasurer and Finance Director**

**Address: 1905 Hall Avenue**

**City/State: Marinette, WI Zip: 54143**

**On Behalf of the City of Marinette Fire Department**

**Dated this \_\_\_\_ day of \_\_\_\_\_, 2025**

**Signature: \_\_\_\_\_**

**Printed Name: Jay Heckel**

**Title: Fire Chief**

**Address: 1450 Main Street**

**City/State: Marinette, WI Zip: 53143**

**Approved as to form:**

**Dated this \_\_\_\_ day of \_\_\_\_\_, 2025**

**Signature: \_\_\_\_\_**

**Printed Name: Robert Gagan**

**Title: City Attorney**

**Address: 1905 Hall Avenue**

**City/State: Marinette, WI Zip: 54143**

**On Behalf of Waupaca County**

**Dated this \_\_\_\_ day of \_\_\_\_\_, 2025**

**Signature: \_\_\_\_\_**

**Printed Name: Dick Koeppen  
Title: County Board Chairperson  
Address: 811 Harding Street  
City/State: Waupaca, WI Zip: 54981**

**Dated this \_\_\_\_ day of \_\_\_\_\_, 2025**

**Signature: \_\_\_\_\_**

**Printed Name: Mark Sether  
Title: County Treasurer  
Address: 811 Harding Street  
City/State: Waupaca, WI Zip: 54981**

**Approved as to form:**

**Dated this \_\_\_\_ day of \_\_\_\_\_, 2025**

**Signature: \_\_\_\_\_**

**Printed Name: Diane Meulemans  
Title: Corporation Counsel  
Address: 811 Harding Street  
City/State: Waupaca, WI Zip: 54981**

**On Behalf of the City of Marshfield  
A Municipal Corporation**

Dated this \_\_\_\_ day of \_\_\_\_\_, 2025

Signature: \_\_\_\_\_

**Printed Name: Lois TeStrake**

**Title: Mayor**

**Address: 207 West 6<sup>th</sup> Street**

**City/State: Marshfield, WI Zip: 54449**

**On Behalf of the City of Marshfield**

Dated this \_\_\_\_ day of \_\_\_\_\_, 2025

Signature: \_\_\_\_\_

**Printed Name: Jessica Schiferl**

**Title: City Clerk**

**Address: 207 West 6<sup>th</sup> Street**

**City/State: Marshfield, WI Zip: 54449**

**On Behalf of the City of Marshfield**

Dated this \_\_\_\_ day of \_\_\_\_\_, 2025

Signature: \_\_\_\_\_

**Printed Name: Jennifer Selenske**

**Title: Finance Director**

**Address: 207 West 6<sup>th</sup> Street**

**City/State: Marshfield, WI Zip: 54449**

**On Behalf of the City of Marshfield Fire Department**

**Dated this \_\_\_\_ day of \_\_\_\_\_, 2025**

**Signature: \_\_\_\_\_**

**Printed Name: Peter Fletty**

**Title: Fire Chief**

**Address: 207 West 6<sup>th</sup> Street**

**City/State: Marshfield, WI Zip: 54449**

**On Behalf of the City of Wisconsin Rapids  
A Municipal Corporation**

Dated This \_\_\_\_\_ day of \_\_\_\_\_, 2025

Signature \_\_\_\_\_

**Printed Name: Shane Blaser  
Title: Mayor  
Address: 444 West Grand Avenue  
City/State: Wisconsin Rapids, WI Zip: 54495**

**On behalf of the City of Wisconsin Rapids**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2025

Signature: \_\_\_\_\_

**Printed Name: Jennifer Gossick  
Title: City Clerk  
Address: 444 West Grand Avenue  
City/State: Wisconsin Rapids WI, Zip: 54495**

**On behalf of the City of Wisconsin Rapids**

Dated this \_\_\_\_\_ Day of \_\_\_\_\_, 2025

Signature: \_\_\_\_\_

**Printed Name:  
Title: Finance Director  
Address: 444 West Grand Avenue  
City/State: Wisconsin Rapids, WI Zip: 54495**

**On Behalf of the city of Wisconsin Rapids Fire Department**

**Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2025**

**Signature: \_\_\_\_\_**

**Printed Name: Todd Eckes**

**Title: Fire Chief**

**Address: 1511 12<sup>th</sup> Street South**

**City/State/ Wisconsin Rapids WI Zip: 54494**

## Exhibit A

- 1.0 GUARANTEED DELIVERY:** Failure of the Contractor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the Contractor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include the administrative costs.
- 2.0 APPLICABLE LAW AND COMPLIANCE:** This contract shall be governed under the laws of the State of Wisconsin. The contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct. The State of Wisconsin reserves the right to cancel this contract if the contractor fails to follow the requirements of Wis. Stat. § 77.66, and related statutes regarding certification for collection of sales and use tax. The State of Wisconsin also reserves the right to cancel this contract with any federally debarred contractor or a contractor that is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.
- 3.0 ANTITRUST ASSIGNMENT:** The contractor and the State of Wisconsin recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Wisconsin (purchaser). Therefore, the Contractor hereby assigns to the State of Wisconsin any and all claims for such overcharges as to goods, materials or services purchased in connection with this contract.
- 4.0 ASSIGNMENT:** No right or duty in whole or in part of the contractor under this contract may be assigned or delegated without the prior written consent of the State of Wisconsin.
- 5.0 NONDISCRIMINATION:** In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in Wis. Stat. §. 51.01(5), sexual orientation as defined in Wis. Stat. § 111.32(13m) or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor is exempt from having to file an affirmative

action plan but must request the exemption within fifteen (15) working days from the date the Agreement is fully executed.

**5.1** The contractor agrees to post in conspicuous places, available for employees and applicants for employment, a notice to be provided by the contracting state agency that sets forth the provisions of the State of Wisconsin's nondiscrimination law.

**5.2** Failure to comply with the conditions of this clause may result in the contractor's becoming declared an "ineligible" contractor, termination of the contract, or withholding of payment.

**5.3** Pursuant to s. 16.75(10p), Wis. Stats., contractor agrees it is not, and will not for the duration of the contract, engage in a prohibited boycott of the State of Israel as defined in s. 20.931(1)(b). State agencies and authorities may not execute a contract and reserve the right to terminate an existing contract with a company that is not compliant with this provision. This provision applies to contracts valued \$100,000 or over.

**5.4** Pursuant to 2019 Wisconsin Executive Order 1, contractor agrees it will hire only on the basis of merit and will not discriminate against any persons performing a contract, subcontract or grant because of military or veteran status, gender identity or expression, marital or familial status, genetic information or political affiliation.

**6.0 CANCELLATION:** The State of Wisconsin reserves the right to cancel any contract in whole or in part without penalty due to non-appropriation of funds or for failure of the contractor to comply with terms, conditions, and specifications of this contract.

**7.0 VENDOR TAX DELINQUENCY:** Vendors who have a delinquent Wisconsin tax liability may have their payments offset by the State of Wisconsin.

**8.0 PUBLIC RECORDS ACCESS:** Pursuant to Wis. Stat. §19.36 (3), all records of the contractor that are produced or collected under this contract are subject to disclosure pursuant to a public records request. Upon receipt of notice from the State of Wisconsin of a public records request for records produced or collected under this contract, the contractor shall promptly provide the requested records to the contracting agency. Contractor agrees to contact the State promptly upon receiving a request for information under the public records law and comply with the State's instructions on how to respond to the request. The contractor, following

final payment, shall retain all records produced or collected under this contract for six (6) years.

**9.0 DISCLOSURE:** If a state public official (Wis. Stat. § 19.42), a member of a state public official's immediate family, or any organization in which a state public official or a member of the official's immediate family owns or controls a ten percent (10%) interest, is a party to this agreement, and if this agreement involves payment of more than three thousand dollars (\$3,000) within a twelve (12) month period, this contract is voidable by the state unless appropriate disclosure is made according to Wis. Stat. § 19.45(6), before signing the contract. Disclosure must be made to the State of Wisconsin Ethics Board, 44 East Mifflin Street, Suite 601, Madison, Wisconsin 53703 (Telephone 608-266-8123).

State classified and former employees and certain University of Wisconsin faculty/staff are subject to separate disclosure requirements, Wis. Stat. § 16.417.

**10.0 PROMOTIONAL ADVERTISING / NEWS RELEASES:** Reference to or use of the State of Wisconsin, any of its departments, agencies or other subunits, or any state official or employee for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the State of Wisconsin. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the contracting agency.

**11.0 FORCE MAJEURE:** Neither party shall be in default by reason of any failure in performance of this Agreement in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, but in every case the failure to perform such must be beyond the reasonable control and without the fault or negligence of the party.

**12.0 VENDOR TAX DELINQUENCY:** Vendors who have a delinquent Wisconsin tax liability may have their payments offset by the State of Wisconsin.

Exhibit B

NORTHEAST WISCONSIN  
HAZARDOUS MATERIALS  
TASKFORCE

**WISCONSIN HAZARDOUS  
MATERIALS RESPONSE SYSTEM**

**BUDGET**

**CONTRACTORS:**

CITIES OF APPLETON, OSHKOSH, AND GREEN BAY, WISCONSIN  
CITY OF WAUSAU AND CITY OF RHINELANDER, WISCONSIN  
CITY OF MARINETTE, WISCONSIN  
WAUPACA COUNTY, WISCONSIN  
CITIES OF MARSHFIELD AND WISCONSIN RAPIDS, WISCONSIN

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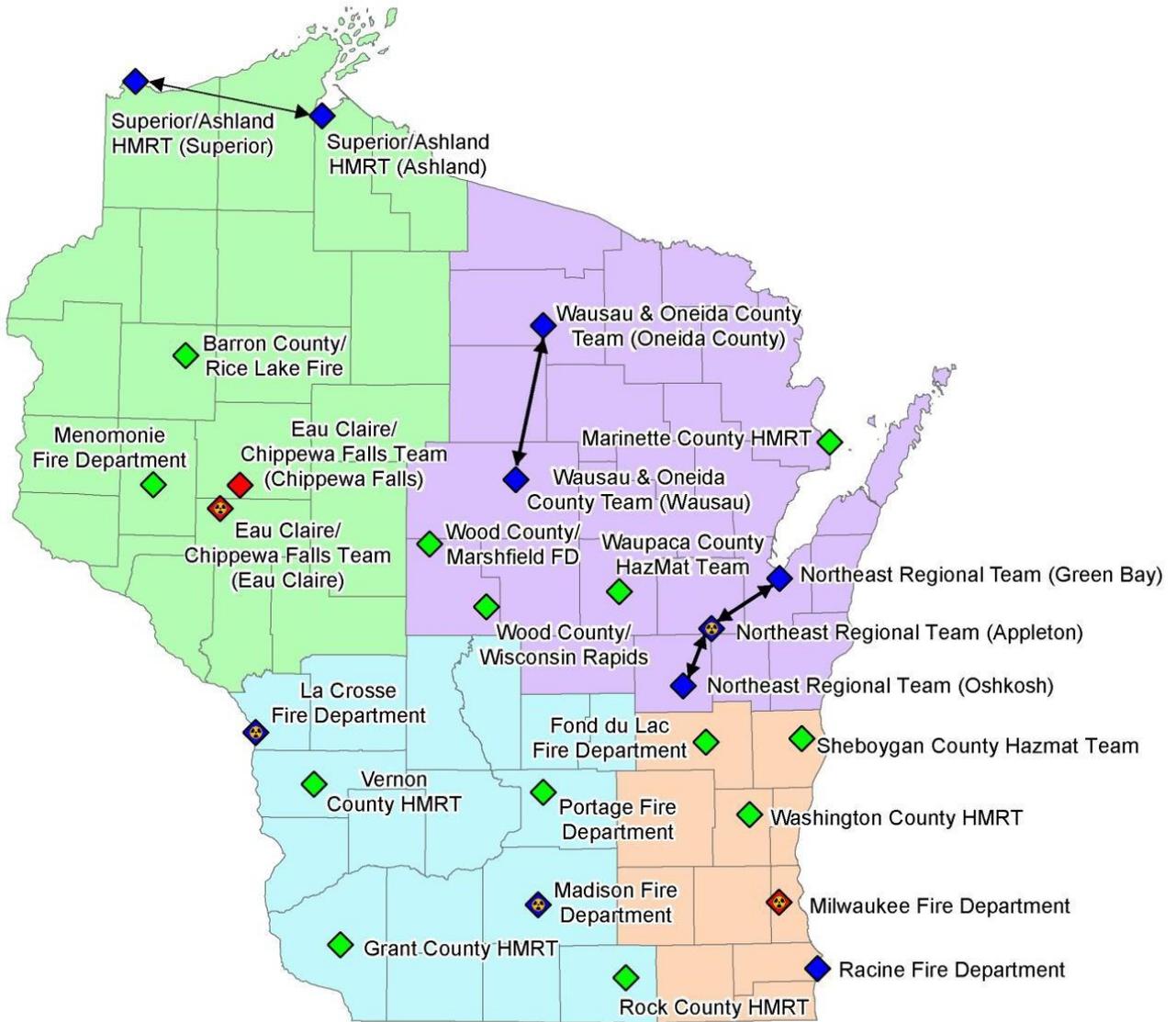
TEAM NAME	TEAM TYPE	BUDGET 7/01/25- 6/30/26	BUDGET 7/01/26- 6/30/27
CITIES OF APPLETON, OSHKOSH, AND GREEN BAY	TYPE II	\$135,226.27	\$135,226.27
CITY OF WAUSAU AND CITY OF RHINELANDER	TYPE II	\$104,347.74	\$104,347.74
CITY OF MARINETTE	TYPE III	\$16,625.27	\$16,625.27
WAUPACA COUNTY	TYPE III	\$16,625.27	\$16,625.27
CITIES OF MARSHFIELD AND WISCONSIN RAPIDS	TYPE III	\$16,625.27	\$16,625.27

**NOTE: CHECKS WILL BE MADE PAYABLE TO EACH CONTRACTOR NOTED  
ABOVE ON A QUARTERLY BASIS AS SPECIFIED IN THE AGREEMENT.**

Exhibit C



# Wisconsin's Hazardous Materials Response System w/ Radiological Nuclear Detection (RND)



## Legend

### Team Type

- ◆ I
- ◆ II
- ◆ III
- ★ RND Capability

### HazMat Region

- Northeast Task Force
- Northwest Task Force
- Southeast Task Force
- Southwest Task Force

Data updated 03/20/2017.



Exhibit D

MUNICIPAL CERTIFICATES OF INSURANCE

**Part A: Producer Information**

1. Business Legal Name (individual name if sole proprietor) <b>McFleshman's Brewing Co., LLC</b>		
2. Business Name or DBA <b>McFleshman's Brewing Co.</b>	3. Agent Name <b>Bobby Fleshman</b>	
4. FEIN [REDACTED]	5. Wisconsin Seller's Permit Number <b>456-1029314691-02</b>	
6. Wisconsin Producer Permit Number <b>BR-WI-21177</b>	7. Producer Type <input type="checkbox"/> Brewery <input checked="" type="checkbox"/> Winery <input type="checkbox"/> Liquor Manufacturer/Rectifier	
8. Contact Person's First Name <b>Bobby</b>	9. Last Name <b>Fleshman</b>	10. M.I. <b>L</b>
11. Contact Person's Phone [REDACTED]	12. Contact Person's Email <b>bobby@mcfleshmans.com</b>	

**Part B: Production Quantity**

**Note:** Check appropriate quantity for permit held (see instructions). If you hold more than one producer permit, check the total aggregate quantity produced for each type of permit. Enter the highest quantity produced in any of the last three calendar years.

<b>Brewery</b>	<b>Manufacturer/Rectifier</b>	<b>Winery</b>
<input type="checkbox"/> Less than 250 barrels <input checked="" type="checkbox"/> 250 - 2,499 barrels <input type="checkbox"/> 2,500 - 7,499 barrels <input type="checkbox"/> 7,500 or more barrels	<input type="checkbox"/> Less than 1,500 liters <input type="checkbox"/> 1,500 - 4,999 liters <input type="checkbox"/> 5,000 - 34,999 liters <input type="checkbox"/> 35,000 or more liters	<input type="checkbox"/> Less than 1,000 gallons <input type="checkbox"/> 1,000 - 4,999 gallons <input type="checkbox"/> 5,000 - 24,999 gallons <input type="checkbox"/> 25,000 or more gallons
Calendar year: 2025	Calendar year:	Calendar year:
Quantity: 852	Quantity:	Quantity:

**Complete only ONE of Part C, D or E.**

**Part C: Request for Full-Service Retail Sales at the Production Premises**

1. Start Date	2. Production Premises Address		
3. City	4. State	5. Zip Code	
6. County	7. Governing Municipality <input type="checkbox"/> City <input type="checkbox"/> Town <input type="checkbox"/> Village of: _____		

**Part D: Request for Fixed Full-Service Retail Outlet**

1. Are you transferring one fixed full-service retail outlet to a new location? ..... <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, complete boxes 2 through 9.			
2. Current Outlet Name			
3. Current Outlet Premises Address			
4. City	5. State	6. Zip Code	
7. County	8. Governing Municipality <input type="checkbox"/> City <input type="checkbox"/> Town <input type="checkbox"/> Village of: _____		9. Premises Phone Number

*Continued* →

**Part D: Request for Fixed Full-Service Retail Outlet (Cont.)****New Fixed Retail Outlet Information (complete boxes 10 through 23)**

10. Start Date	11. New Outlet Name		
12. New Outlet Premises Address			
13. City	14. State	15. Zip Code	
16. County	17. Governing Municipality <input type="checkbox"/> City <input type="checkbox"/> Town <input type="checkbox"/> Village of: _____		18. Premises Phone Number
19. Premises Description - Describe the building or buildings and any outside areas 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.			
20. Will you operate a restaurant on the premises? . . . . . <input type="checkbox"/> Yes <input type="checkbox"/> No			
21. What alcohol beverages will be offered for sale? (check all that apply) . . . . . <input type="checkbox"/> Beer <input type="checkbox"/> Wine <input type="checkbox"/> Intoxicating Liquor (other than wine)			
22. What alcohol beverages does the permittee produce? (check all that apply) <input type="checkbox"/> Beer <input type="checkbox"/> Wine <input type="checkbox"/> Intoxicating Liquor (other than wine)			
23. How will customers be served? (check all that apply) . . . <input type="checkbox"/> Samples <input type="checkbox"/> On-premises consumption <input type="checkbox"/> Off-premises consumption			

**Part E: Request for Unlimited Transfer Full-Service Retail Outlet**

1. Name of Event (if applicable) Downtown Appleton Farm Market		
2. Dates of Operation (attach a schedule, if necessary) July 12, 19, 26 (2025)	3. Hours of Operation 9am-1pm	
4. Premises Address 100-116 N Morrison St, Appleton WI 54911		
5. City Appleton	6. State WI	7. Zip Code 54911
8. County Outagamie	9. Governing Municipality <input checked="" type="checkbox"/> City <input type="checkbox"/> Town <input type="checkbox"/> Village of: Appleton	
10. Organizer of Event (if not the named applicant) Appleton Downtown Incorporated	11. Email and/or Phone Number for Organizer of Event jennifer@appletondowntown.org	
12. Organizer Website appletondowntown.org	13. Event Website <a href="https://appletondowntown.org/events/downtown-appleton-farm-market/">https://appletondowntown.org/events/downtown-appleton-farm-market/</a>	
14. Premises Description - Describe the building or buildings and any outside areas 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.  map attached; area will be open tables in the street with shade canopies		
15. On-Site Contact (Last Name, First Name) Bobby Fleshman	16. On-Site Contact Phone [REDACTED]	17. On-Site Contact Email bobby@mcfleshmans.com
18. Will you operate a restaurant on the premises? . . . . . <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
19. What alcohol beverages will be offered for sale? (check all that apply) . . . . . <input checked="" type="checkbox"/> Beer <input checked="" type="checkbox"/> Wine <input checked="" type="checkbox"/> Intoxicating Liquor (other than wine)		
20. What alcohol beverages does the permittee produce? (check all that apply) <input checked="" type="checkbox"/> Beer <input checked="" type="checkbox"/> Wine <input type="checkbox"/> Intoxicating Liquor (other than wine)		
21. How will customers be served? (check all that apply) . . . <input checked="" type="checkbox"/> Samples <input checked="" type="checkbox"/> On-premises consumption <input checked="" type="checkbox"/> Off-premises consumption		

**Part F: Attestation**

Who must sign this application?

- sole proprietor
- general partner of a partnership
- corporate officer
- member of an LLC

**READ CAREFULLY BEFORE SIGNING:**

I understand and agree to the following:

- I will not operate this location outside of the dates and times approved by the municipality and Division of Alcohol Beverages.
- I will operate this location according to municipal ordinance and restrictions imposed as a condition of receiving this authorization.
- I will purchase alcohol beverages I do not produce from an authorized source, such as a Wisconsin-permitted wholesaler.
- I will operate this location according to Wisconsin law and administrative regulation including but not limited to: underage restrictions, closing hours, licensed operators, and record keeping requirements.

Further, 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 authorization. Further, I agree that the rights and responsibilities conferred by the authorization, if granted, will not be assigned to another individual or entity. I understand that lack of access to any portion of a premises during inspection will be deemed a refusal to allow inspection. Such refusal is a misdemeanor and grounds for revocation of this authorization. I understand that any authorization issued contrary to Wis. Stats. Chapter 125 shall be void under penalty of Wisconsin law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Signature 		Date 05/08/2025	
Last Name <b>Fleshman</b>		First Name <b>Bobby</b>	M.I. <b>L</b>
Title owner	Email bobby@mcfleshmans.com		Phone 

**Part G: For Municipal Use Only (Complete if Requesting Authorization in Part D or E)**

1. Will the municipality limit the scope of alcohol beverages offered for sale? . . . . . <input type="checkbox"/> Yes <input type="checkbox"/> No		
2. Will the municipality impose any requirements or restrictions for the full-service retail outlet? . . . . . <input type="checkbox"/> Yes <input type="checkbox"/> No		
3. Describe municipal restrictions indicated in questions 1 or 2 above.		
4. Last Name of Municipal Official	5. First Name	6. M.I.
7. Signature of Municipal Official		8. Date
9. Date Application was Filed with Clerk	10. Date Full-Service Retail Outlet Approved by Governing Body	

# Form AB-105 Instructions

## *Producer Full-Service Retail Sales Application*

### **Who may apply for full-service retail sales?**

Producer permittees may apply for full-service retail sales on or off the production premises. Producer permittees include brewers, rectifiers, manufacturers, and wineries.

### **Who qualifies for full-service retail sales?**

- A brewery that manufactures a minimum of 250 barrels of fermented malt beverages.
- A manufacturer/rectifier that produces a minimum of 1,500 liters of intoxicating liquor.
- A winery that produces a minimum of 1,000 gallons of wine.

### **What are full-service retail sales?**

Permittees that are granted full-service retail sales privileges may:

- Sell fermented malt beverages and intoxicating liquor at retail for on- or off-premises consumption at their production premises and at one or more off-site full-service retail outlets.
- Provide taste samples of fermented malt beverages and intoxicating liquor.

### **What are full-service retail outlets?**

Full-service retail outlets are authorized locations for full-service retail sales at places other than the permittee's production premises.

### **What is the difference between a fixed and unlimited transfer full-service retail outlet?**

Fixed full-service retail outlets may be transferred from one location to another once per year. Unlimited transfer full-service retail outlets may be transferred an unlimited number of times in a year. Only one of a producer's full-service retail outlets may be transferred without limitation on frequency.

### **How many full-service retail outlets may I have?**

The number of full-service retail outlets a producer qualifies for is determined by alcohol beverage production volume. Producers may have a maximum of three full-service outlets, regardless of the number or type of producer permits they hold.

### **Who approves full-service retail sales?**

Full-service retail sales on the production premises need only be approved by the Division of Alcohol Beverages. Municipalities do not issue licenses for full-service retail sales outlets; however, municipalities must approve of the outlets. The applicant must forward the municipal approval to the Division of Alcohol Beverages for final granting of the authority for sales to commence on the premises.

### **Can a municipality limit authorized sales at a full-service retail outlet?**

Yes, a municipality can limit authorized sales at a full-service retail outlet. Municipalities may limit the scope of alcohol beverages offered for sale by the permittee. Municipal approval of a full-service retail outlet must be based on the same standards and criteria, established by ordinance, for the evaluation and approval of retail licenses. A municipality may not impose any requirement or restriction in connection with the approval that the municipality does not impose on retail licensees.

### **How do I fill out Form AB-105 and begin the application process?**

Authorizations requested on Form AB-105 must be applied for only one premises in one municipality at a time. To request multiple authorizations, submit a separate Form AB-105 for each location/premises.

Parts A, B, and F: Applicants must complete Parts A, B, and F.

Parts C, D, and E: Complete only one Part. Form AB-105 must be used to request only one authorization at a time.

**Example:** A producer applicant requesting full-service retail sales authorization on the production premises should complete Parts A, B, C, and F.

**Example:** A producer applicant requesting a fixed full-service retail outlet should complete Parts A, B, D, and F.

**Example:** A producer applicant requesting an unlimited transfer full-service retail outlet should complete Parts A, B, E, and F. Producer applicants requesting authorization in Part E must complete one Form AB-105 for each premises. Applicants may use the same Form AB-105 to request authorization for multiple dates and times occurring on the same premises.

Municipal approval is required for authorizations requested in Parts D and E. If a producer is applying for authorization in either of these sections, the completed application must first be submitted to the governing municipality.

After the municipality has granted approval by completing Part G, the applicant should submit AB-105 to the Division of Alcohol Beverages for final approval. If the applicant is only requesting authorization in Part C, the application does not require municipal approval and may be submitted directly to the Division of Alcohol Beverages.

## **Specific Instructions:**

### *Part A: Producer Information*

- Box 1: Enter the legal business name.
- Box 2: Enter the trade name or “doing business as” name, if different than the name in box 1.
- Box 3: Enter the name of the approved agent appointed for your producer permit.
- Box 4: Enter Federal Employer Identification Number (FEIN).
- Box 5: Enter Wisconsin seller’s permit number.
- Box 6: Enter the 15-digit Wisconsin Tax Account Number of the permit that these authorizations should be associated with.
- Box 7: Check the corresponding producer permit type.
- Box 8-10: Enter contact person’s name.
- Box 11: Enter contact person’s phone number.
- Box 12: Enter contact person’s email address.

### *Part B: Production Quantity*

- Check the highest cumulative total of alcohol beverages produced in any one of the three preceding calendar years for each specific permit type held.
  - Do not include alcohol beverages produced under a contract production agreement.
- Enter the calendar year in which the highest cumulative total of alcohol beverages produced was met.
- Enter the exact quantity of alcohol beverages produced.
- If an applicant holds more than one type of permit or multiple permits of the same type, the aggregate number of full-service retail outlets that may be established is the maximum number authorized under their permit type, but not exceeding three full-service retail outlets.
  - Under these circumstances, each authorized full-service retail outlet shall serve as the full-service retail outlet associated with each applicable permit, regardless of whether permittee would otherwise be entitled to fewer full-service retail outlets when calculated under their other permit(s).

### *Part C: Request for Full-Service Retail Sales at the Production Premises*

- Authorization under this portion does not require municipal approval. If the applicant is not seeking other retail authorizations on this form, it can be submitted directly to the Division of Alcohol Beverages.
- Box 1: Enter the date that you would like to begin full-service retail sales.
- Box 2-5: List the premises address for the permit identified in Part A, boxes 5 and 6.
- Box 6: Name the county where the production premises is located.
- Box 7: Name the governing municipality where the production premises is located.

### *Part D: Request for Fixed Full-Service Retail Outlet*

- Authorization under this section must be approved by the municipality in which the retail outlet is located prior to submitting to the Division of Alcohol Beverages for final approval.
- Box 1: Check yes if you are applying to transfer a fixed full-service outlet from one location to another. Fixed Full-Service Retail Outlets may be transferred from place-to-place once per year with approval of the municipality that governs the new location.
- Boxes 2-9: Complete these boxes if you checked yes in box 1 to describe the current premises you are applying to transfer.

- Box 10: Enter the date that you would like to open the full-service retail outlet for business.
- Boxes 11-18: Complete these boxes to describe the location of your new premises.
- Box 19: Describe the premises in detail. Include outdoor spaces if the municipality allows it. Attach a floor plan if possible.

**Example:** The premises is located at 1234 Main St., Realtown, WI 12345 and includes only the first-floor bar room, dining room, kitchen, north storage room, and south office of the 5,000-square-foot building.

- Box 20: Producers may operate a restaurant on the premises of a full-service retail outlet with municipal and division approval.
- Box 21: Check all types of alcohol beverages that will be offered for sale at the full-service retail outlet, including beverages made by the producer or producer group.
- Box 22: Check all the alcohol beverages that are made by the producer under all their permits.
- Box 23: Check all types of service that apply to this full-service retail outlet.
  - Samples mean 3 oz. of beer, 3 oz. of wine, or 0.5 oz. of liquor provided free of charge to an individual.
  - On-premises consumption means alcohol beverages served by the glass to be consumed by the customer at the premises identified in Box 18.
  - Off-premises consumption means alcohol beverages sold in original, unopened containers for customers to consume away from the premises identified in Box 18.

*Part E: Request for Unlimited Transfer Full-Service Retail Outlet*

- Authorizations under Part E must be for dates of operation where the unlimited transfer location will be located at the same premises in the same municipality. You must use a new Form AB-105 to request authorization for each separate premises, regardless of whether the separate premises are in the same municipality.
- Box 1: If you are requesting authorization to initiate or move your unlimited transfer outlet to a specific event like a farmer's market, festival, or other community event, name it here.
- Box 2: List the requested dates of operation. Attach a schedule or calendar of events, if necessary.
- Box 3: List the requested hours of operation. If no hours are listed, the approving municipality and the Division will assume you are seeking authorization to operate during all hours allowed under Chapter 125, Wis. Stats.
- Box 4-9: Identify the premises address.
- Box 10-13: If you are requesting authorization to move your unlimited transfer outlet to a specific event, provide contact information for the event organizer, if not the named applicant.
- Box 14: Describe the premises in detail. Include outdoor spaces if the municipality allows it. Attach a floor plan if possible.

**Example:** The premises is located at 1234 Main St., Realtown, WI, 12345, and includes only the first-floor bar room, dining room, kitchen, north storage room, and south office of the 5,000 square foot building.

**Example:** The premises is the 1,000-square-foot tent within the southwest corner of the parking lot located at XYZ Church at 3456 Main St., Realtown, WI, 12345. All sales and storage of alcohol beverages and records will occur within the 1,000-square-foot tent in the southwest corner of the parking lot.

**Example:** The premises is located at PDQ Park (7890 Main St., Realtown, WI, 12345). A 5,000-square-foot tent will be constructed in the northeast corner of the park bordering the tree line and northern fence. All alcohol beverage sales and consumption will occur at this tent. Premises includes the adjacent north park office and the space between the tent and the office. Alcohol beverages and records will be securely stored in the north park office for the duration of the event.

- Box 15-17: Provide the name and contact information for a person who will be in control of the premises for the duration of the requested time.
- Box 18: Producers may operate a restaurant on the premises of a full-service retail outlet with municipal and Division of Alcohol Beverages approval.
- Box 19: Check all types of alcohol beverages that will be offered for sale at the full-service retail outlet, including beverages made by the producer under all their permits.
- Box 20: Check all the alcohol beverages that are made by the producer under all their permits.
- Box 21: Check all the types of service that apply to this full-service retail outlet.
  - Samples mean 3 oz. of beer, 3 oz. of wine, or 0.5 oz. of liquor provided free of charge to an individual.
  - On-premises consumption means alcohol beverages served by the glass to be consumed by the customer at the premises identified in Box 14.

- Off-premises consumption means alcohol beverages sold in original, unopened containers for customers to consume away from the premises identified in Box 14.

#### *Part F: Attestation*

- Read the attestation carefully, then sign and date.

#### *Part G: For Municipal Use Only*

- Box 1: Check yes or no to indicate if the municipality will limit the scope of alcohol beverages offered for sale at this full-service retail outlet.
- Box 2: Check yes or no to indicate if the municipality will impose other requirements or restrictions on the full-service retail outlet.
- Box 3: Describe any limitations the municipality has placed on the full-service retail outlet as indicated in questions 1 or 2. Some limitations may be: parking, zoning, or noise ordinance restrictions; not allowing sales of alcohol beverages for off-premises consumption.
- Box 4-10: The municipal official completing this part should fill in the information requested.

### **Completion and Submission of Form AB-105**

- The producer applicant should complete Parts A, B, and F completely, and either Part C, D, or E, depending on the type of authorization requested.
- If requesting only a Part C authorization, the application can be submitted directly to the Division of Alcohol Beverages. No municipal approval is required for Part C authorizations.
- If requesting a Part D or E authorization, provide the application to the municipality where the proposed full-service retail outlet will be located.
  - The municipality should complete Part G and return it to the producer applicant.
  - The producer applicant should provide the completed AB-105 to the Division of Alcohol Beverages for final approval.
- Sales of alcohol beverages at full-service retail outlets may not commence until the Division of Alcohol Beverages has provided final approval by way of issuing a printed authorization to the applicant to be posted at the retail premises identified in this application.

After Form AB-105 is completed by the producer and approved by the municipality in Part G, submit the form to the Division of Alcohol Beverages for final approval in one of two ways:

- Email: [DORAlcoholPermits@wisconsin.gov](mailto:DORAlcoholPermits@wisconsin.gov)
- Mail the form to the following address:

Wisconsin Department of Revenue  
Division of Alcohol Beverages  
P.O. Box 8934  
Madison, WI 53708-8934

### **Assistance**

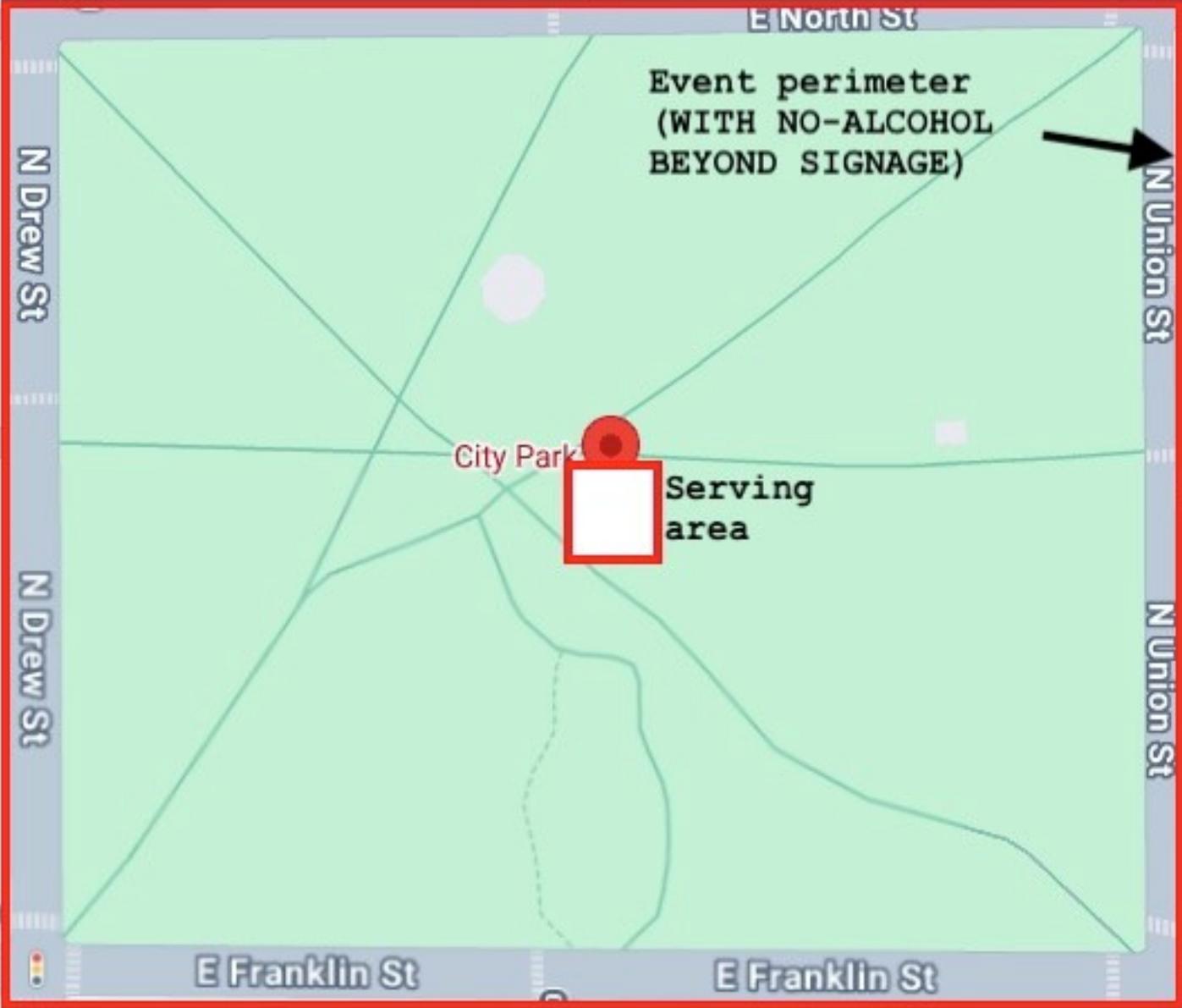
This form is designed by the Department of Revenue. If you require assistance with this form, consider reaching out to the Division of Alcohol Beverages for assistance with submission of this application and associated forms.

If you have questions about alcohol beverage laws and regulations, you may contact the Division of Alcohol Beverages using the contact information below.

**Website:** [DOR Alcohol Beverage \(wi.gov\)](http://DORAlcoholBeverage.wi.gov)

**Write:** [DORAlcohol@wisconsin.gov](mailto:DORAlcohol@wisconsin.gov)

**Call:** (608) 266-2526



Event perimeter  
(WITH NO-ALCOHOL  
BEYOND SIGNAGE)



City Park



Serving  
area



Segway the Fox  
Tours-Appleton

N Drew St

N Drew St

N Union St

N Union St

E North St

E North St

E Franklin St

E Franklin St

E Franklin St

## Alcohol Beverage Appointment of Agent

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

<b>Part A: Business Information</b>	
1. Legal Business Name (Individual name if sole proprietor) Henry J Grishaber LLC	
2. Business Trade Name or DBA Hank & Karen's Pub & Grill	
3. Entity Type <i>(check one)</i> <input checked="" type="checkbox"/> Limited Liability Company <input type="checkbox"/> Corporation <input type="checkbox"/> Nonprofit Organization	
4. Alcohol Beverage Business Authorization <i>(check one)</i> <input checked="" type="checkbox"/> Municipal Retail License <input type="checkbox"/> State Permit	5. If successor agent, provide State Permit or Municipal Retail License Number 4560000006077-03
6. Describe the reason for appointing a successor agent, if successor is checked above. Death of Previously Listed Agent	

<b>Part B: Agent Information</b>			
1. Last Name Kresal	2. First Name Magdalene	3. M.I. A	
4. Email		5. Phone	
6. Home Address 9502 Sand Pit Road			
7. City Larsen	8. State WI	9. Zip Code 54947	10. Date of Birth
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> (licensee) or Form AB-300, <i>Alcohol Beverage Personal Questionnaire</i> (permittee)? .....	<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 →

Metafile: approved 6/25/25

**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 Grishaber		First Name Karen		M.I. A
Title Owner	Email		Phone	
Signature <i>Karen A. Grishaber</i>			Date 06/24/25	

**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 Kresal		First Name Magdalene		M.I. A
Signature <i>Magdalene A. Kresal</i>			Date 06/24/25	



# 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*

<b>FEEES ARE NON-REFUNDABLE</b>	<b>CASH OR CHECK ONLY</b>
See SECTION 4 for fee schedule	Date Recv'd <u>6/18/25</u>
<input type="checkbox"/> License Fee - Initial \$ _____	Total \$ <u>82</u>
<input checked="" type="checkbox"/> License Fee - Renewal \$ <u>82</u>	Receipt #: <u>8765-4</u>

## SECTION 1 - BUSINESS LOCATION

Business Name (Company and Trade Name/DBA)  
The fishguys LLC DBA Wild Habitats

Business Street Address  
1350 W. College Ave Ste B

City  
Appleton

State  
WI

Zip  
54914

Business Phone Number (Required)  
920-939-2089

Business Email Address  
wildhabitats12@gmail.com

## SECTION 2 - APPLICANT INFORMATION

Name (First, MI, Last)  
Brady J Bartel

Date of Birth  
 \_\_\_\_\_

Home Address  
1026 W. Cecil St

City  
Neenah

State  
WI

Zip  
54956

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: *Brady Bartel*      Date 06/18/2025

## 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
____/____/____	____/____/____	____/____/____	____/____/____	____/____/____	

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



# 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*

<b>FEEES ARE NON-REFUNDABLE</b>	<b><u>CASH OR CHECK ONLY!</u></b>
See SECTION 4 for fee schedule	Date Recv'd ____/____/____
<input type="checkbox"/> License Fee - Initial \$ _____	Total \$ _____
<input type="checkbox"/> License Fee - Renewal \$ _____	Receipt #: _____

## SECTION 1 – BUSINESS LOCATION

Business Name (Company and Trade Name/DBA)  
**PETCO #1656**

Business Street Address  
**3829 CALUMET STREET**

City  
**APPLETON**

State  
**WI**

Zip  
**54915**

Business Phone Number (Required)  
**210-201-9387**

Business Email Address  
**Licensingregion3@petco.com**

## SECTION 2 – APPLICANT INFORMATION

Name (First, MI, Last)  
**Richard Skeen**

Date of Birth  
 \_\_\_\_\_

Home Address  
**17219 Clovis**

City  
**Helotes**

State  
**TX**

Zip  
**78023**

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: R Skeen Date 06 / 26 / 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 _____

renewal

Form CTV-100

Cigarette, Tobacco, and Electronic Vaping Device Retail License Application

FOR CLERKS ONLY	
Municipality	Appleton
License Period	25-26

<b>Part A: Premises/Business Information</b>					
1. Legal Business Name (Individual name if sole proprietor) AY Trading Inc					
2. Business Trade Name or DBA Smokes and Vape					
3. FEIN			4. Wisconsin Seller's Permit Number 456-1032045862-04		
5. Entity Type (check one) <input checked="" type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Corporation					
6. State of Organization WI		7. Date of Organization 3/21/2025		8. Wisconsin DFJ Registration Number A115903	
9. Premises Address (do not use PO Box) 2448 W College Ave					
10. City Appleton			11. State WI	12. Zip Code 54914	
13. County Outagamie		14. Governing Municipality: <input checked="" type="checkbox"/> City <input type="checkbox"/> Town <input type="checkbox"/> Village of: Appleton			15. Aldermanic District
16. Mailing Address (if different from premises address)					
17. City			18. State	19. Zip Code	
20. Premises Phone 612 479 3059		21. Premises Email aytradingwi@gmail.com		22. Website	
23. Premises Description - Describe the building or buildings where cigarettes, tobacco products, and electronic vaping devices are to be sold and stored. Describe all rooms including living quarters, if used, for the sales and/or storage of cigarettes, tobacco products, and electronic vaping devices and records. Cigarettes, tobacco products, and electronic vaping devices may be sold and stored ONLY on the premises described in this application. Attach a floor plan if possible.  2000 sqf retail store					

<b>Part B: Questions</b>		
1. What products will be sold at this business location? (check all that apply) <input checked="" type="checkbox"/> Cigarettes <input checked="" type="checkbox"/> Tobacco Products <input checked="" type="checkbox"/> Electronic Vaping Devices		
2. How will cigarettes, tobacco, and/or electronic vaping devices be sold? (check all that apply) <input checked="" type="checkbox"/> Over the counter <input type="checkbox"/> Vending machine		
3. Is the applicant business owned by another business entity? ..... <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, provide the name and FEIN of the parent company below, identify parent company members in Part C, and attach Form CTV-101 for all of the parent company's members, partners, or officers. 3a. Name of Parent Company: _____ 3b. FEIN of Parent Company: _____		

**Part C: Individual Information**

An Individual Questionnaire, Form CTV-101, must be completed and attached to this application for each person involved in the applicant business and any parent company indicated in Part B. Such persons include: sole proprietor, all officers and agents of a corporation, all partners of a partnership, and all members and agents of a limited liability company.

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

Last Name	First Name	Title	Phone
Abu Yusef	Ismail	Owner	

**Part D: Attestation**

One of the following must sign and attest to this application:

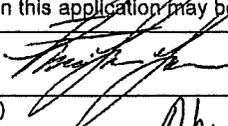
- sole proprietor
- one general partner of a partnership
- one corporate officer
- one managing member of an LLC

**READ CAREFULLY BEFORE SIGNING:**

I understand and agree to the following:

- I will only purchase cigarettes, tobacco, and vapor products from distributors, jobbers, or subjobbers permitted by the Wisconsin Department of Revenue, unless I also hold the proper distributor's permit and pay all applicable excise taxes.
- I will not purchase or exchange products from another retailer, including transferring existing stock to a new owner.
- I will provide tobacco sales training that has been approved by the Wisconsin Department of Health Services to my employees. (<https://witobaccocheck.org>).
- I will not sell single cigarettes.
- I will not sell, give, or otherwise provide cigarettes, tobacco, or any nicotine products to minors.
- I will keep product invoices on the licensed premises for two years and ensure the records are available for inspection by law enforcement. Failure to comply with this will result in criminal penalties, including loss of inventory.
- I will not sell cigarettes or roll-your-own (RYO) tobacco products unless listed on the Wisconsin Department of Justice's directory of certified tobacco manufacturers and brands.

Further, under penalty provided by law, I state that this application has been truthfully answered to the best of my knowledge. I agree to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, cannot be assigned to another. Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000.

Signature		Date	6/13/2025
Name (Last, First, M.I.)	Abu Yusef, Ismail I.		
Title	Owner	Email	Phone

**Part E: For Clerk Use Only**

Date application was filed with clerk	Date license issued	Date license expires	License number
6/13/25			
License fees	Signature of Clerk/Deputy Clerk		

renewal

Form CTV-100

Cigarette, Tobacco, and Electronic Vaping Device Retail License Application

FOR CLERKS ONLY	
Municipality	Appleton
License Period	25-26

Part A: Premises/Business Information

1. Legal Business Name (Individual name if sole proprietor) Elf's Gifts LLC		
2. Business Trade Name or DBA		
3. FEIN	4. Wisconsin Seller's Permit Number 156-1026747266-02	
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		
6. State of Organization Wisconsin	7. Date of Organization 11/6/08	8. Wisconsin DFI Registration Number E038713
9. Premises Address (do not use PO Box) 2700 W College Ave Ste 11		
10. City Appleton	11. State WI	12. Zip Code 54914
13. County Outagamie	14. Governing Municipality: <input checked="" type="checkbox"/> City <input type="checkbox"/> Town <input type="checkbox"/> Village of: Appleton	15. Aldermanic District 10
16. Mailing Address (if different from premises address) 2028 Nestline Rd		
17. City Green Bay	18. State WI	19. Zip Code 54813
20. Premises Phone 920-380-4420	21. Premises Email elfs.appleton@gmail.com	22. Website elfsgifts.com
23. Premises Description - Describe the building or buildings where cigarettes, tobacco products, and electronic vaping devices are to be sold and stored. Describe all rooms including living quarters, if used, for the sales and/or storage of cigarettes, tobacco products, and electronic vaping devices and records. Cigarettes, tobacco products, and electronic vaping devices may be sold and stored ONLY on the premises described in this application. Attach a floor plan if possible.  Brick and mortar store located in a strip mall. Sales floor has rows of glass display cabinets for merchandise, some open shelves, poster & t-shirt racks. Small room for black light products. Back room for staff access only.		

Part B: Questions

1. What products will be sold at this business location? (check all that apply) <input type="checkbox"/> Cigarettes <input checked="" type="checkbox"/> Tobacco Products <input checked="" type="checkbox"/> Electronic Vaping Devices		
2. How will cigarettes, tobacco, and/or electronic vaping devices be sold? (check all that apply) <input checked="" type="checkbox"/> Over the counter <input type="checkbox"/> Vending machine		
3. Is the applicant business owned by another business entity? ..... <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, provide the name(s) and FEIN(s) of the business entity(s) below. Attach additional sheets if necessary		
3a. Name of Business Entity: _____		
3b. FEIN of Business Entity: _____		

**Part C: Individual Information**

List the name, title, and phone number for each person or entity holding the following titles or positions in the applicant business and any businesses listed in Part B, Question 3: sole proprietor; all officers, directors, and agents of a corporation; all partners of a partnership; and all members and agents of a limited liability company. Attach additional sheets if necessary.

Include Form CTV-101, *Individual Questionnaire*, for each person listed below.

Last Name	First Name	Title	Phone
Cadmus	Robert	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 managing member of an LLC

**READ CAREFULLY BEFORE SIGNING:**

I understand and agree to the following:

- I will only purchase cigarettes, tobacco, and vapor products from distributors, jobbers, or subjobbers permitted by the Wisconsin Department of Revenue, unless I also hold the proper distributor's permit and pay all applicable excise taxes.
- I will not purchase or exchange products from another retailer, including transferring existing stock to a new owner.
- I will provide tobacco sales training that has been approved by the Wisconsin Department of Health Services to my employees. (<https://witobaccocheck.org>).
- I will not sell single cigarettes.
- I will not sell, give, or otherwise provide cigarettes, tobacco, or any nicotine products to minors.
- I will keep product invoices on the licensed premises for two years and ensure the records are available for inspection by law enforcement. Failure to comply with this will result in criminal penalties, including loss of inventory.
- I will not sell cigarettes or roll-your-own (RYO) tobacco products unless listed on the Wisconsin Department of Justice's directory of certified tobacco manufacturers and brands.

Further, under penalty provided by law, I state that this application has been truthfully answered to the best of my knowledge. I agree to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, cannot be assigned to another. Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to allow inspection. Such refusal is a misdemeanor and grounds for revocation of this license. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Signature		Date
		May 21, 2025
Name (Last, First, M.I.)		
Cadmus, Robert E.		
Title	Email	Phone
owner		

**Part E: For Clerk Use Only**

Date application was filed with clerk	Date license issued	Date license expires	License number
6/23/25			
License fees	Signature of Clerk/Deputy Clerk		

Form  
AB-200

# Alcohol Beverage License Application

For Municipal Use Only	
Municipality	Appleton
License Period	

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

- Class "A" Beer ..... \$ \_\_\_\_\_   
  Class "B" Beer ..... \$ 100  
 "Class A" Liquor ..... \$ \_\_\_\_\_   
  "Class B" Liquor ..... \$ 500  
 "Class A" Liquor (cider only) \$ \_\_\_\_\_   
 Reserve "Class B" Liquor \$ \_\_\_\_\_  
 "Class C" Liquor (wine only) \$ \_\_\_\_\_   
 Deposit \$ 50

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

### Part A: Premises/Business Information

1. Legal Business Name (individual name if sole proprietorship) <u>Ninja Appleton LLC (ping cheng)</u>			
2. Business Trade Name or DBA <u>Ninja sushi &amp; Hibachi</u>			
3. FEIN		4. Wisconsin Seller's Permit Number <u>456-103/505 936-04</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>WI</u>		7. Date of Organization <u>2024</u>	8. Wisconsin DFI Registration Number
9. Premises Address <u>4025 E Loma Ln</u>			
10. City <u>Appleton</u>		11. State <u>WI</u>	12. Zip Code <u>54915</u>
13. County <u>Calumet</u>		14. Governing Municipality: <input checked="" type="checkbox"/> City <input type="checkbox"/> Town <input type="checkbox"/> Village of: <u>Appleton</u>	15. Aldermanic District
16. Premises Phone <u>920 831 8330</u>		17. Premises Email <u>Info@ninjaappleton.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>The bar / Pinning area / kitchen / cooler / Freezer / patio Above 4000/sf. in total</u>			
20. Mailing Address (if different from premises address)			
21. City		22. State	23. Zip Code

### Part B: Questions

4. 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.     Yes     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.

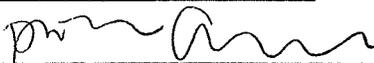
Last Name	First Name	Title	Phone
Cheng	Ping	Owner	

**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 Cheng	First Name Ping	M.I.
Title Owner	Email	Phone
Signature 	Date 5/1/2025	

**Part E: For Clerk Use Only**

Date Application Was Filed With Clerk 5/2/25	License Number	Date License Granted	Date License Issued
Signature of Clerk/Deputy Clerk		Date Provisional License Issued (if applicable)	

## Alcohol Beverage Appointment of Agent

Date  
5/2/25

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

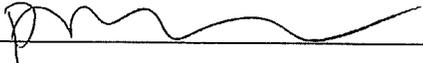
Part A: Business Information	
1. Legal Business Name (Individual name if sole proprietor) <u>Ping, Cheng</u>	
2. Business Trade Name or DBA <u>Ninja sushi &amp; Hibachi</u>	
3. Entity Type (check one) <input checked="" type="checkbox"/> Limited Liability Company <input type="checkbox"/> Corporation <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.	

Part B: Agent Information			
1. Last Name <u>Cheng</u>	2. First Name <u>Ping</u>	3. M.I.	
4. Email		5. Phone	
6. Home Address <u>4535 N Watershead Way</u>			
7. City <u>Appleton</u>	8. State <u>WI</u>	9. Zip Code <u>54913</u>	10. Date of Birth
11. Drivers License/State ID Number		12. Drivers License/State ID State of issuance	

Part C: Agent Questions	
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, Alcohol Beverage Individual Questionnaire (licensee) or Form AB-300, Alcohol Beverage Personal Questionnaire (permittee)? .....	<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			
<p>READ CAREFULLY BEFORE SIGNING: I, the <b>Undersigned</b>, 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.</p>			
Last Name	Cheng	First Name	Ping
		M.I.	
Title	owner	Email	
		Phone	
Signature			Date
			5/1/2025

Part E: Agent Attestation			
<p>READ CAREFULLY BEFORE SIGNING: I, the <b>Agent</b>, 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.</p>			
Last Name	Cheng	First Name	Ping
		M.I.	
Signature			Date
			5/1/2025



# City of Appleton

## Alcohol License Questionnaire

1. Applicant Name: ping, Cheng

2. Business Name: Ninja Appleton LLC

Date the LLC/corporation/partnership/sole proprietorship commenced: 2024  
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: 4025 E Loma Ln, Appleton, WI 54915

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: Restaurant

If existing building, will there be construction or renovations?  Yes  No  
If yes, explain \_\_\_\_\_  
NOTE: Contact the Inspections department (920-832-6411) for information on building codes and permits.

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? 7/1/2025

7. Did you purchase the business from another individual or 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? Aug 1st

9. Will your business sell or serve food?

Yes  If yes, please describe the type of food offerings available Sushi, Hibachi

No

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

Seating Capacity: Inside: 300

Outside: 0

Operating Days/Hours: Inside: 7 Days / 11-3:00 4:30-9:30

Outside: same

Employees/Staff (per shift/day) Number of Personnel: 7

Approximate floor building area of the premises to be licensed: 6500 sq. ft.

Approximate outdoor area of the premises to be licensed: 700 sq. ft.

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

selling food / alcohol.

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".

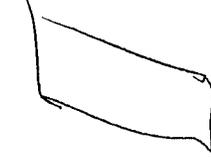
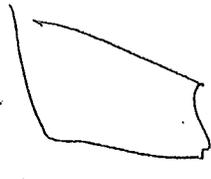
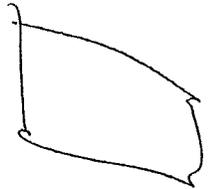
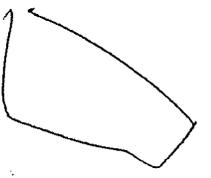
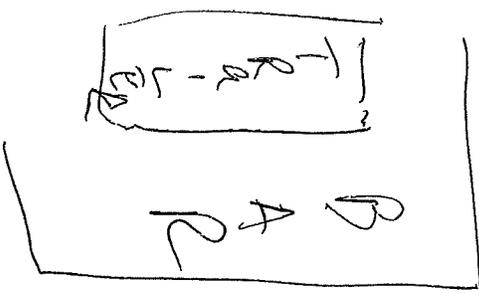
[Signature]  
Signature

5/1/2015  
Date

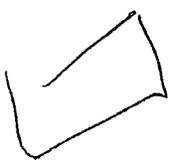
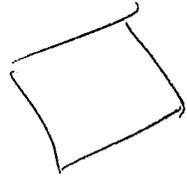
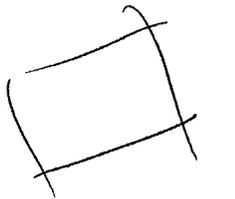
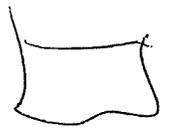
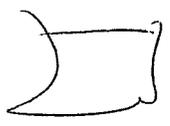


TOILET

WASH



Tables & chairs



Jim's place  
223E

KUSHI  
Kafe  
219E

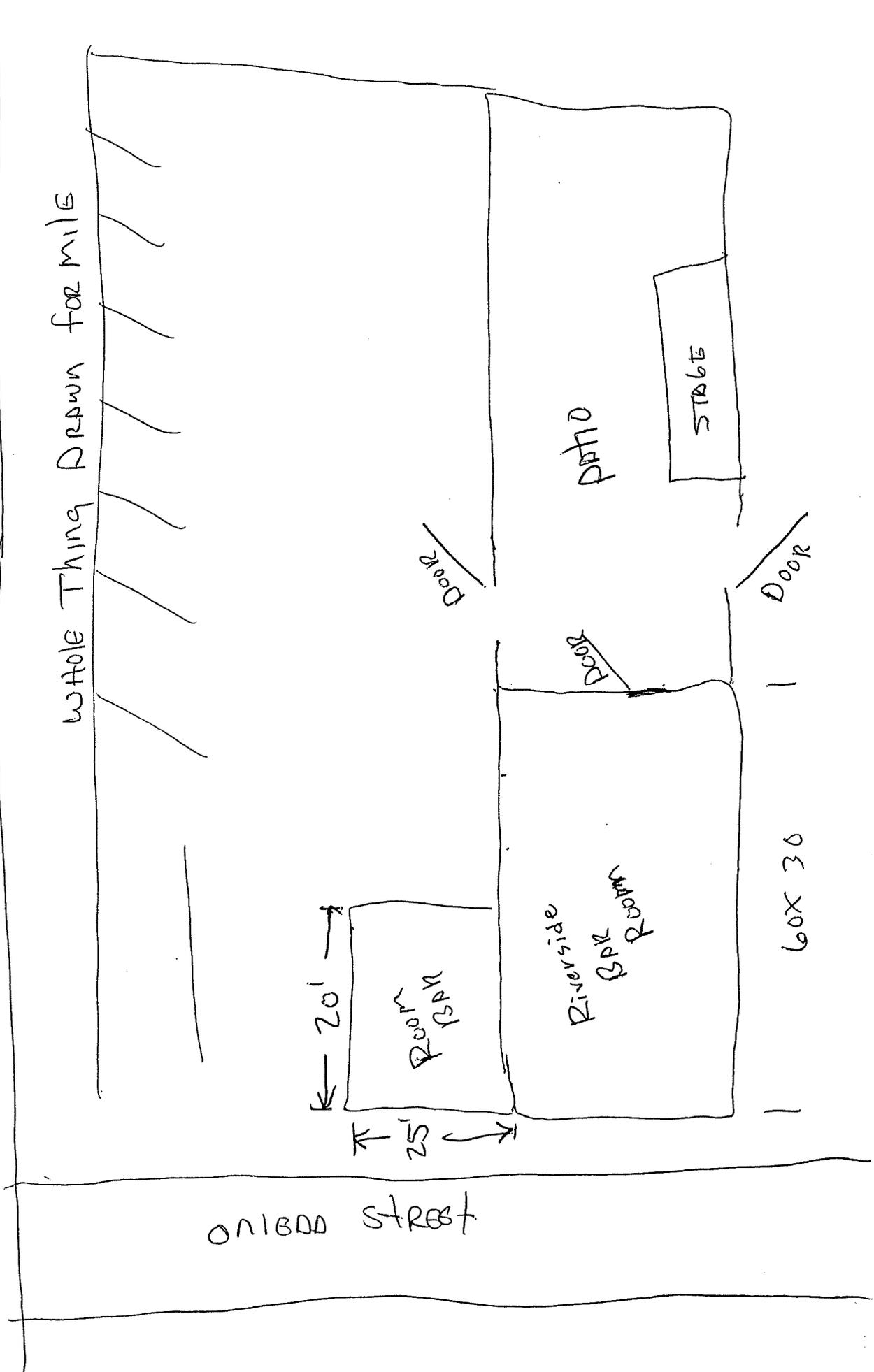
Wooden  
NICKEL  
217E



Mile of Music 2025

Riverside Bar/Brill  
906 S. OIBDA ONIBDA  
Appleton, WI 54915

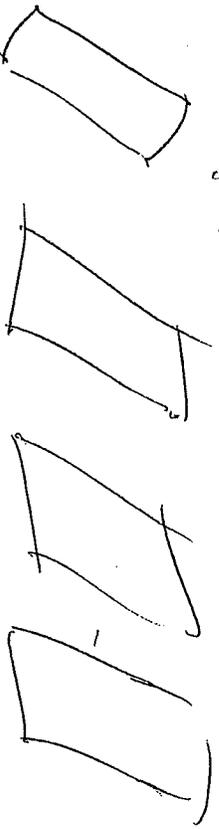
Whole Thing Drawn for Mile



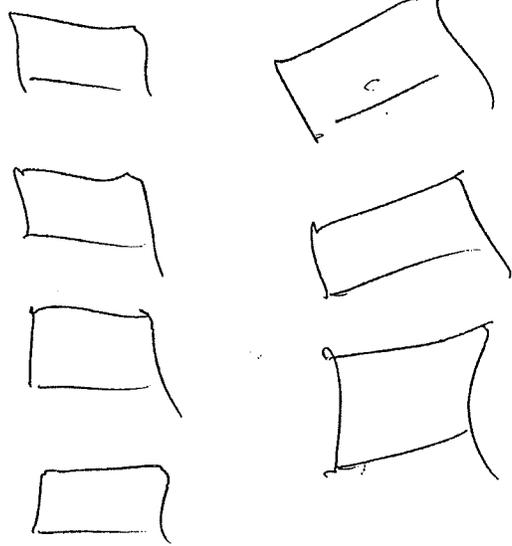


Handball Alley

Ticket  
Ticket



Tables & Chairs



STOPS

MARKET

BAR  
Trailer  
Beer

wooden  
Nickel  
2ME

Kush  
Kush  
2ME

Jim's  
Place  
23E

25-0768



# Application for Taxicab/Limousine Company License

CASH OR CHECK ONLY!

Original Application

Renewal License  
1-25

**FEES ARE NON-REFUNDABLE**

Fee Per Each Individual Vehicle (CLLTSE) \$30.00  
Date Recv'd JUN 30 2025

Investigation Fee (CLLPIF) \$7.00  
Total \$ 97.00

Receipt #: 8816-19

LICENSE PERIOD IS FROM  
July 1st - June 30th

Note: please allow 3 weeks for application processing

## SECTION 1 - APPLICANT INFORMATION

Answer all questions completely. Please PRINT clearly.

Company Name: DYNASTY Limousine Service LLC

Business Address: 1900 Vandenberg LN City: Kaukauna State: WI Zip Code: 54130

Company Email Address [REQUIRED]: Diane@dynastylimousine.net Company Phone Number [REQUIRED]: 920-954-9111

Business Owners Name: Diane Walters Date of Birth: \_\_\_\_\_ Gender: F

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

Driver's License Number: \_\_\_\_\_ State Licensed: (WI)

## SECTION 2 - COMPANY HISTORY

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

If Yes, what municipality? \_\_\_\_\_

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

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

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

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

Describe the basic operations of the company:  
Luxury charter transportation

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

## SECTION 3 - VEHICLES TO BE OPERATED

Attach additional sheets if necessary

Vehicle Number	Capacity	Make/Model	DOT License Plate #
11	5	Cadillac Escalade	APA 7701
12	5	Cadillac Escalade	ADP 2679
10	14	Freightliner Sprinter	DNsty10

## SECTION 4 - INSURANCE NOTICE

Insurance Carrier: Fonse Insurance Agent Name: Amy Kustrich

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

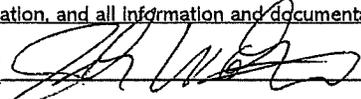
Policy Number: \_\_\_\_\_ Policy Period: 9-7-24 to 9-7-25

**SECTION 5- PENALTY NOTICE**

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

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

Applicant's Signature



Date: 5/19/25

**FOR OFFICE USE ONLY**

Department	Approve	Deny	Date of Recommendation	Staff Member	
Risk Management	X		JUN 30 2025	B. Morgan	
Police	X		JUL 01 2025	B. Goodin	
Fire	X		JUN 30 2025	D. Henson	
Inspection					
Safety and Licensing			7-9-25		
Common Council			7-16-25		
COI on File?	Denial Reasoning		Date Issued	Expiration Date	License Number
<input checked="" type="radio"/> YES <input type="radio"/> NO					

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

**TAXICAB/LIMOUSINE/COMMERCIAL QUADRICYCLE**  
**COMPANY LICENSE INFORMATION**

- Taxicab/Limousine Service Company Licenses are required within the City of Appleton when individuals are intending to operate a taxicab or limousine company. See City of Appleton Municipal code Sec. 9-721 for more information and definitions.
  - Commercial Quadricycles as defined in §340.01(8m) of the Wisconsin Statutes are to be licensed as limousines.
- The process to obtain a Taxicab/Limousine Service License takes approximately 3 weeks from the date of application until the date of issuance and requires approval from several City departments, the Safety and Licensing Committee and the Common Council.
  - When applying for a Commercial Quadricycle license, proposed route maps are required to be submitted attached to the application. These maps are then reviewed for approval by the Appleton Police Department. See City of Appleton Municipal code Sec. 9-729 for more information.
- If your company is licensed in another Wisconsin municipality you are exempt from paying a fee to the City of Appleton. A completed, signed application form along with a current Certificate of Insurance is all that is required for the company.
- Each Taxicab/Limousine Service Company License includes a single Taxicab Driver's License.





# CITY OF APPLETON

## MEMORANDUM

**Date:** May 28, 2025  
**To:** City Plan Commission  
**From:** Colin Kafka, Principal Planner  
**Subject:** City of Appleton *Comprehensive Plan 2010-2030* Future Land Use Map Amendment #1-25 and Rezoning #4-25

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## GENERAL INFORMATION

**Owner/Applicant:** Kevan Lewis, Health Management Partners LLC. / Michael Booth, OPN Architects, Inc.

**Address/Parcel Number:** 0 E. Goodland Dr (Tax ID#31-1-6723-12)

**Applicant's Request:** Applicant, with owner approval, requests to amend the City of Appleton Comprehensive Plan 2010-2030 Future Land Use Map from future Business/Industrial designation to future Commercial designation for the subject parcel. In tandem with the future land use map amendment request, the applicant, with owner approval, requests to rezone the subject parcel from M-1 Industrial Park District to C-2 General Commercial District.

The rezoning request is being made to permit by right the use and development of the parcel for professional services. The owner intends to construct a Clinic, Ambulatory Surgery, and Office building. The comprehensive plan future land use map amendment request is being made to provide a future land use designation that is consistent with the proposed rezoning request and proposed future use of the property.

**Plan Commission Public Hearing Meeting Date:** May 28, 2025

**Common Council Meeting Date:** July 16, 2025

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## BACKGROUND

1999 Parcel established as Lot 4 of CSM 3490 (Doc No. 1325228)

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## STAFF ANALYSIS

**Procedural Findings:** When a *Comprehensive Plan 2010-2030* Future Land Use Map Amendment and Rezoning application are required for the same development project, the respective staff reports are consolidated into one report.

**Existing Site Conditions:** The subject parcel is approximately 2.69 acres in size and is located at the corner of North Conkey Street and East Goodland Drive. A 15' wide utility easement is situated along the west, south, and east parcel lines. The parcel is vacant.

## **Surrounding Zoning Classification, Future Land Use Designation, and Current Land Uses:**

North: Zoning – M-1 Industrial Park District  
Future Land Use Designation – Business/Industrial  
Current Land Use – Industrial (Manufacturing/Warehouse)

South: Zoning – M-1 Industrial Park District  
Future Land Use Designation – Business/Industrial  
Current Land Use – Industrial (Manufacturing/Warehouse)

East: Zoning – M-1 Industrial Park District  
Future Land Use Designation – Business/Industrial  
Current Land Use – Governmental Facility (Outagamie County Sheriff)

West: Zoning – C-2 General Commercial District  
Future Land Use Designation – Commercial  
Current Land Use – Hospital (ThedaCare Hospital)

**Proposed Future Land Use Designation:** Amendments to the Comprehensive Plan are sometimes triggered by technical corrections to omissions or errors, specific development proposals, or changing circumstances in the City. In this case, a potential development proposal for the subject parcel is necessitating the change to future Commercial land use designation. The proposed future land use designation is consistent with the future Commercial land use designation for the parcel immediately to the west of the subject parcel (ThedaCare Healthcare Complex).

**Appleton Comprehensive Plan 2010-2030:** The City of Appleton 2010-2030 Comprehensive Plan Map identifies the subject area as future business/industrial. The proposed comprehensive plan future land use amendment and rezoning is consistent with the following goals and objectives of the *Comprehensive Plan 2010-2030*.

### *Goal 1 – Community Growth*

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

### *Goal 8 – Economic Development*

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

### *OBJECTIVE 9.2 Economic Development:*

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

### *OBJECTIVE 9.5.1 Economic Development:*

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

### *OBJECTIVE 10.5 Land Use:*

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

### *OBJECTIVE 10.1 Land Use:*

Provide an adequate supply of suitable land meeting the demand for development of various land uses.

*Policy 10.1.1 Adopt, and as necessary, amend the Future Land Use Map in the Comprehensive Plan.*

**Proposed Zoning Classification:** The C-2 district is intended to provide for businesses which serve city and regional markets; provide goods and services to other businesses, as well as consumers, provide services to automobiles and serve the traveling public. Per Section 23-113(h) of the Municipal Code, the development standards in the C-2 General Commercial District are listed below:

- (1) **Minimum lot area.** Fourteen thousand (14,000) square feet.
- (2) **Maximum lot coverage.** Seventy-five percent (75%).
- (3) **Minimum lot width.** Sixty (60) feet.
- (4) **Minimum front yard.** Ten (10) feet.
- (5) **Minimum rear yard.** Twenty (20) feet.
- (6) **Minimum side yard.**
  - a. None.
  - b. Ten (10) feet if abutting a residentially zoned district.
- (7) **Maximum building height.** Thirty-five (35) feet [See §23-113 (e)].

**Future Actions:** If the rezoning request is approved, any future development would be reviewed against the C-2 District zoning regulations and other applicable sections of the Zoning Ordinance. Any future development on the subject parcel would require Site Plan review and approval, pursuant to Section 23-570 of the Municipal Code, prior to the issuance of a building permit by the Inspections Division.

**Standards for Zoning Map Amendments:** Per Section 23-65(e), all recommendations for zoning amendments shall be consistent with the adopted plans, goals and policies of the City and with the purpose and intent of this zoning ordinance. It would appear the criteria established has been satisfied. Related excerpts are listed below.

- (1) Prior to making a recommendation on a proposed zoning amendment, the Plan Commission shall make a finding to determine if the following conditions exist. No zoning amendment shall be approved prior to finding at least one (1) of the following:
  - a. The request for a zoning amendment is consistent with the Comprehensive Plan for the City of Appleton. *If Future Land Use Map Amendment #1-25 is approved to designate the subject parcel as future Commercial, the rezoning request will be in conformance with the Comprehensive Plan 2010-2030.*
  - b. Factors have changed such as availability to new data, growth patterns and rates, the presence of new road or other infrastructure, additional development, annexation, or other zoning changes, making the subject property more appropriate for a different district.
  - c. There is an error in the zoning ordinance text or zoning map as enacted.

**Development Review Team (DRT) Report:** This item appeared on the May 6, 2025, DRT agenda. No negative comments were received from participating departments.

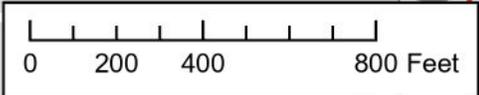
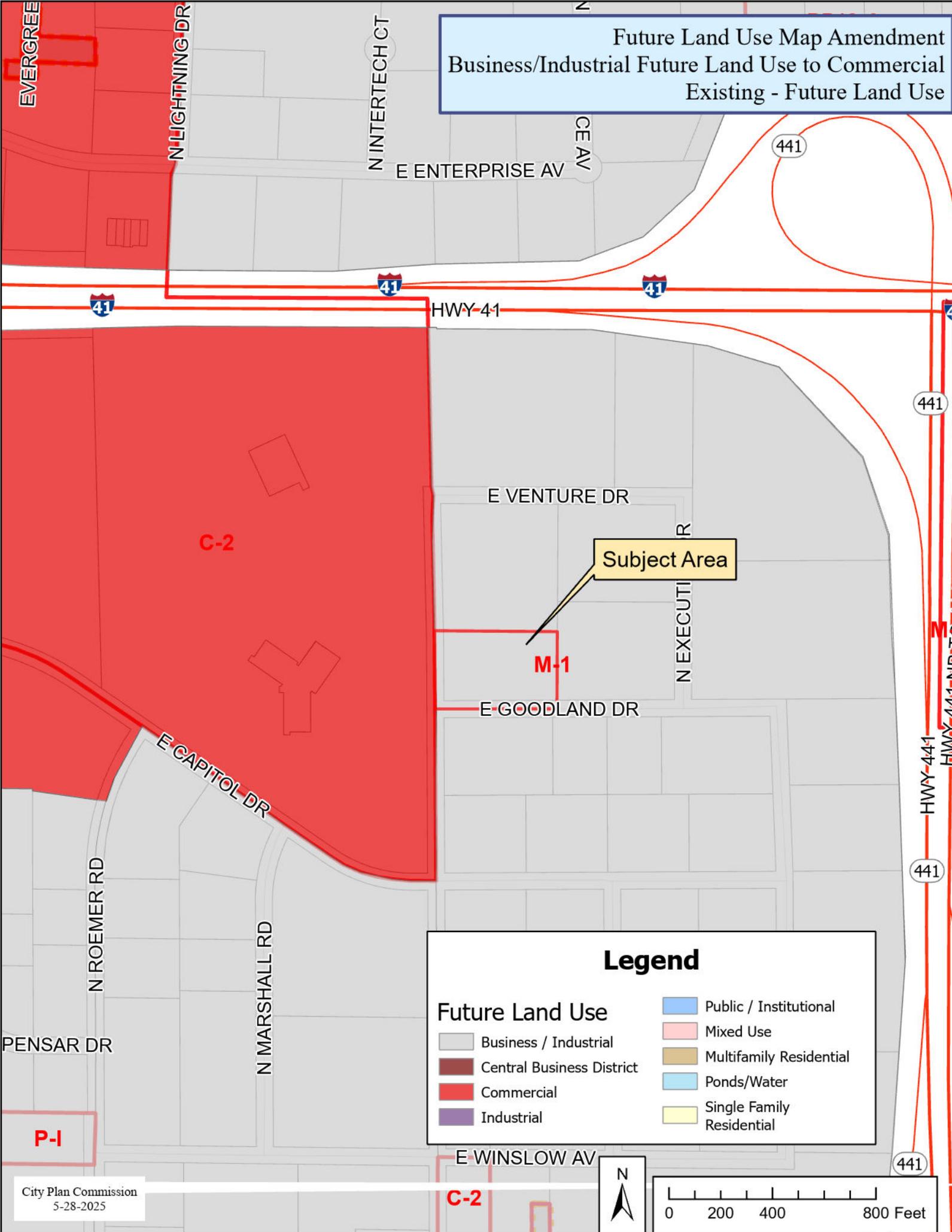
## **RECOMMENDATION**

Based upon the above analysis, staff recommends the proposed City of Appleton *Comprehensive Plan 2010-2030* Future Land Use Map Amendment #1-25 for the subject parcel #31-1-6723-12 from Business/Industrial Future Land Use Designation to Commercial Future Land Use Designation and the attached resolution, **BE APPROVED**; and

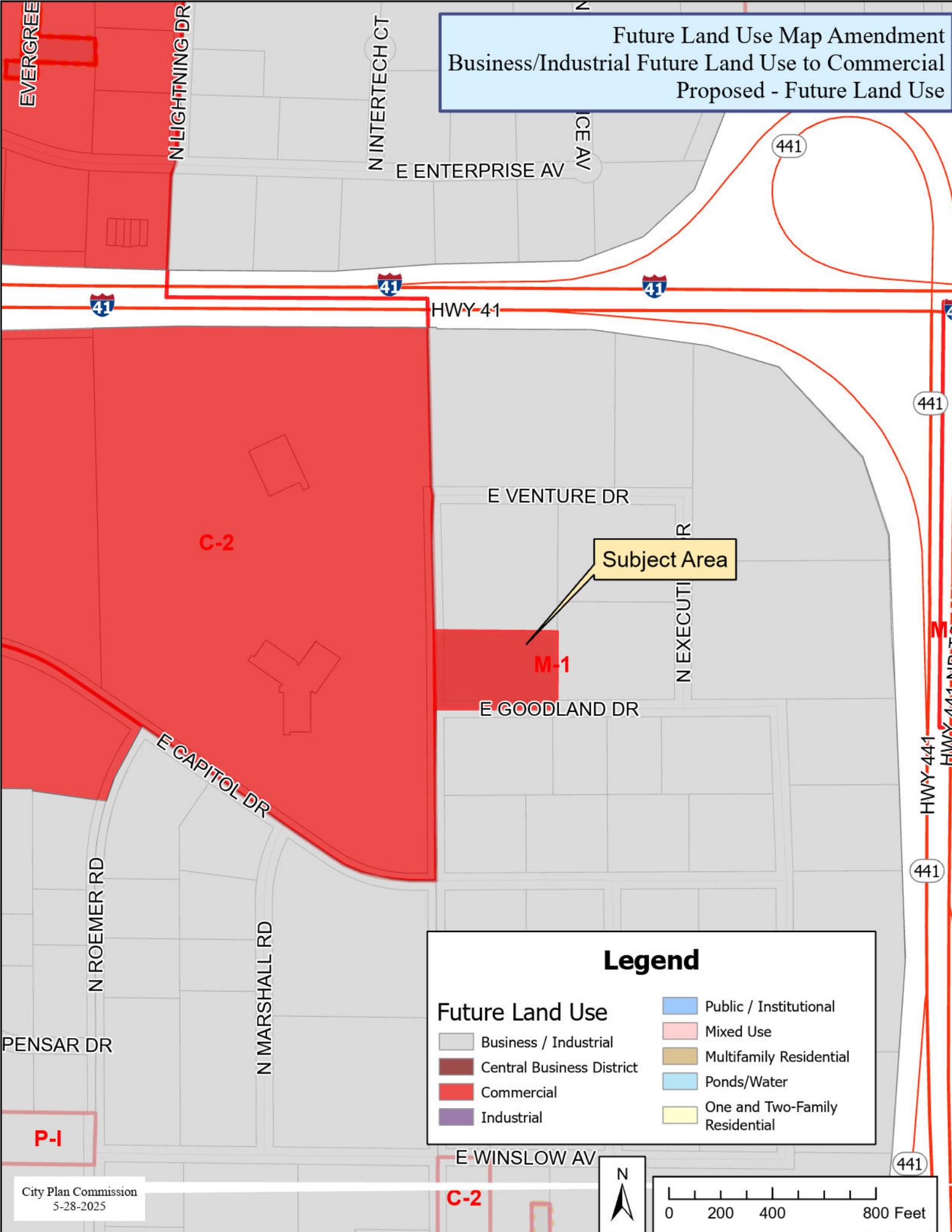
Based upon the above analysis and the standards for zoning map amendments as required by Section 23-65(e)(1)a. of the Zoning Ordinance, staff recommends Rezoning #4-25 to rezone the subject parcel #31-1-6723-12 from M-1 Industrial Park District to C-2 General Commercial District, including to the centerline of the adjacent right-of-way(s) as shown on the attached map, **BE APPROVED**.

**NOTE:** If approved, Rezoning #4-25 will be reported out at the same Common Council meeting as the proposed Comprehensive Plan Amendment #1-25 to accurately reflect the change in future land use from Business/Industrial Future Land Use Designation to Commercial Future Land Use Designation.

Future Land Use Map Amendment  
 Business/Industrial Future Land Use to Commercial  
 Existing - Future Land Use

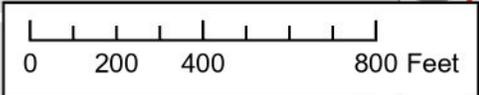


Future Land Use Map Amendment  
 Business/Industrial Future Land Use to Commercial  
 Proposed - Future Land Use

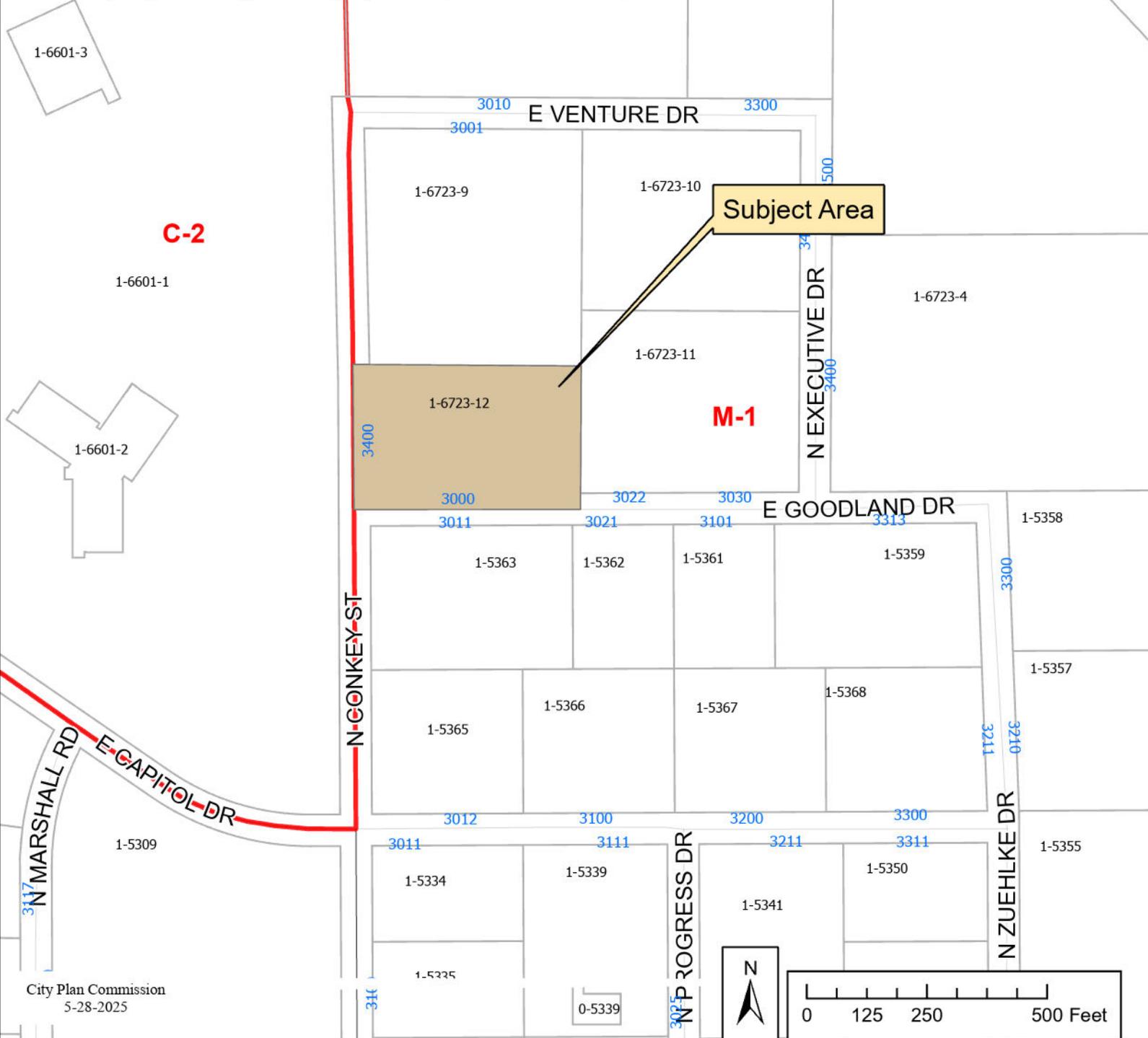
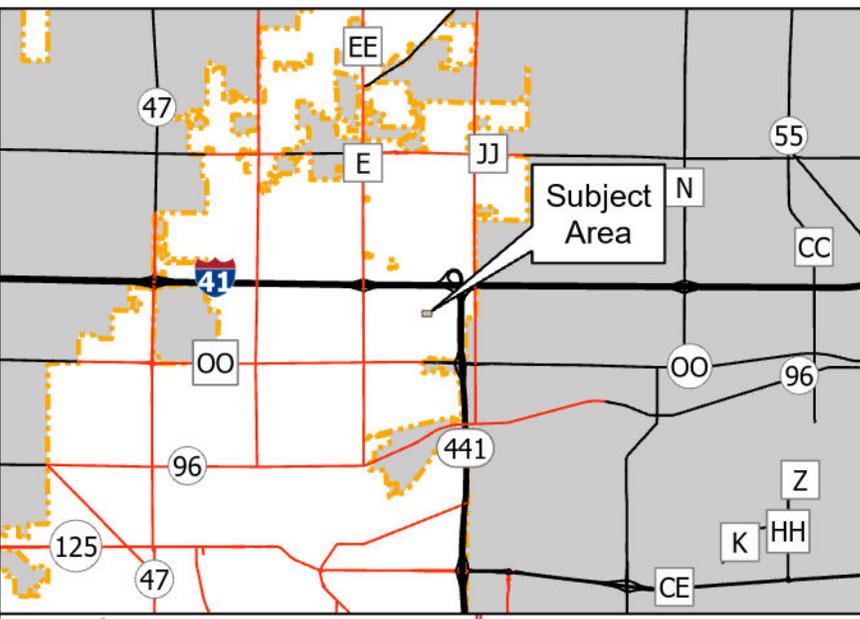


Subject Area

Legend	
 Business / Industrial	 Public / Institutional
 Commercial	 Mixed Use
 Industrial	 Multifamily Residential
	 Ponds/Water
	 One and Two-Family Residential



Rezoning M-1 Industrial Park District  
to C-2 General Commercial District  
Zoning Map



Rezoning M-1 Industrial Park District  
to C-2 General Commercial District  
Aerial Map

1-6723-10

1-6723-9

1-6723-11

Subject Area  
1-6723-12

3400

3000

3022

E GOODLAND DR

3011

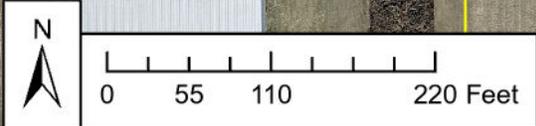
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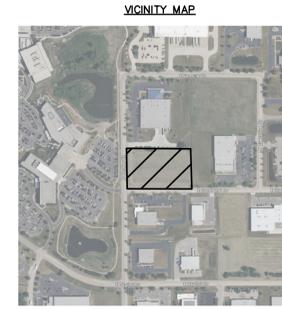
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**LEGAL DESCRIPTION (AS FURNISHED)**

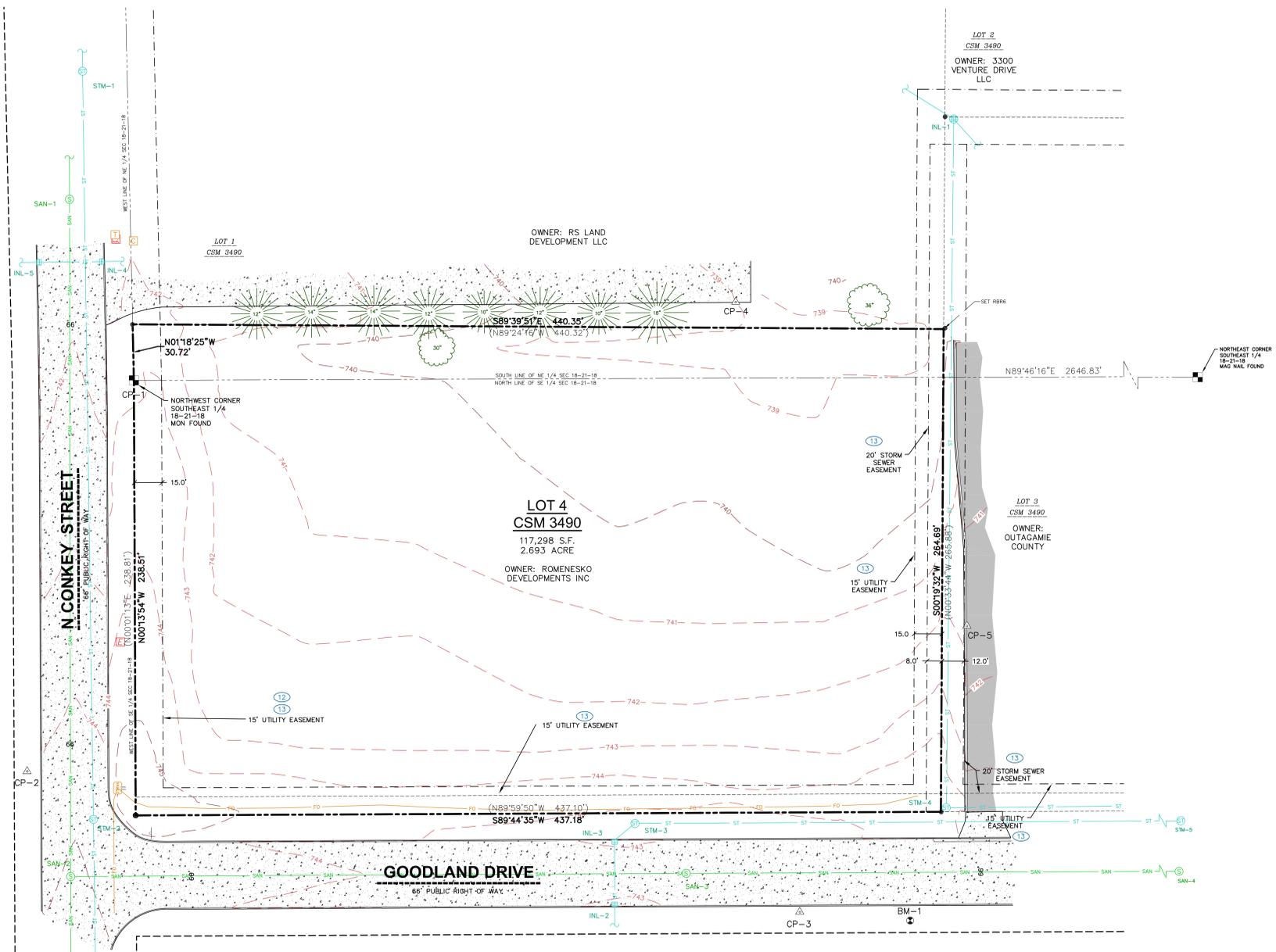
STEWART TITLE GUARANTY COMPANY, FILE No.: QAP2024-801, EFFECTIVE DATE:  
NOVEMBER 10, 2024 AT 12:01 A.M.

LOT FOUR (4), CERTIFIED SURVEY MAP NO. 3490 RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR OUTAGAMIE COUNTY, WISCONSIN ON MAY 7, 1999, IN VOLUME 18 OF CERTIFIED SURVEY MAPS ON PAGE 3490 AS DOCUMENT NO. 1325228, BEING PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, TOGETHER WITH PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, TOGETHER WITH PART OF LOT 3, CERTIFIED SURVEY MAP NO. 3262, ALL IN THE EAST HALF OF SECTION 18, TOWNSHIP 21 NORTH, RANGE 18 EAST, LOCATED IN THE CITY OF APPLETON, OUTAGAMIE COUNTY, WISCONSIN, INCLUDING TO THE CENTERLINE OF THE ADJACENT STREET RIGHT-OF-WAY.

**ALTA/NSPS LAND TITLE SURVEY**  
 PART OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4, TOGETHER WITH PART OF THE  
 NORTHWEST 1/4 OF THE SOUTHWEST 1/4, ALL IS THE EAST HALF OF SECTION 18, TOWNSHIP 21  
 NORTH, RANGE 18 EAST, CITY OF APPLETON, OUTAGAMIE COUNTY, WISCONSIN.



SCALE: 1" = 500'



**LEGEND**

● GOVERNMENT CORNER	⊗ LIGHT POLE	▬ CONCRETE CURB & GUTTER
● 1" IRON PIPE FOUND	⊗ YARD LIGHT	▬ EDGE OF PAVEMENT
● 3/4" REBAR FOUND	⊗ ELECTRIC MANHOLE	▬ EDGE OF GRAVEL
○ COTTON SPRINDLE SET	⊗ POWER POLE	▬ SANITARY SEWER
⊗ CHISELED 'X' SET	⊗ TRAFFIC SIGNAL	▬ WATER LINE
⊗ BENCHMARK	⊗ VAULT	▬ STORM SEWER
⊗ FINISHED FLOOR SHOT LOCATION	⊗ TELEPHONE PEDESTAL	▬ FORCE MAIN
⊗ BOLLARD	⊗ CABLE PEDESTAL	▬ NATURAL GAS
⊗ MAIL BOX	⊗ DECIDUOUS TREE	▬ OVERHEAD LINE
⊗ SIGN	⊗ CONIFEROUS TREE	▬ UNDERGROUND ELECTRIC
⊗ SANITARY MANHOLE	⊗ HANDICAP PARKING	▬ BUILDING
⊗ WATER MANHOLE	▬ PARCEL BOUNDARY	▬ 875 INDEX CONTOUR
⊗ HYDRANT	▬ SECTION LINE	▬ INTERMEDIATE CONTOUR
⊗ WATER VALVE	▬ RIGHT-OF-WAY LINE	▬ BITUMINOUS PAVEMENT
⊗ STORM MANHOLE	▬ PLATTED LOT LINE	▬ CONCRETE PAVEMENT
⊗ ROUND CASTED INLET	▬ CHORD LINE	▬ GRAVEL
⊗ CURB INLET	▬ SETBACK LINE	▬ PAVEMENT STRIPING
⊗ ENDWALL/END OF PIPE	▬ EASEMENT LINE	▬ END OF FLAGGED UTILITIES
⊗ GAS VALVE	▬ LANDSCAPE LIMITS	▬ DENOTES RECORDED AS MEASUREMENTS
⊗ ELECTRIC TRANSFORMER	▬ FENCE LINE	▬ DEPICTING THE SAME LINE ON THE
	▬ STONE WALL	▬ GROUND AS RETRACED BY THIS SURVEY

- NOTES**
- FIELD WORK PERFORMED ON NOVEMBER 21 & 22, 2024.
  - BEARINGS FOR THIS SURVEY AND MAP ARE REFERENCED TO THE WISCONSIN COORDINATE REFERENCE SYSTEM, (OUTAGAMIE). THE SOUTH LINE OF THE NE 1/4 OF SEC 18-21-18 BEARS N89°46'16"E.
  - ELEVATIONS ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAV88). BENCHMARK IS A OUTAGAMIE COUNTY MONUMENT MARKING THE NW CORNER OF THE SE 1/4 SECTION 18, T21N, R18E, ELEVATION = 743.05'
  - SUBSURFACE UTILITIES AND FEATURES SHOWN ON THIS MAP HAVE BEEN APPROXIMATED BY LOCATING SURFICIAL FEATURES AND APPURTENANCES, LOCATING DIGGERS HOTLINE FIELD MARKINGS AND BY REFERENCE TO UTILITY RECORDS AND MAPS. DIGGER'S HOTLINE TICKET NO. 20244618887, 20244618890 AND 20244618897, WITH A CLEAR DATE OF 11-21-24.
  - UTILITY COMPANIES CONTACTED THRU DIGGERS HOTLINE:  
 APPLETON AREA SCHOOL DISTRICT  
 CITY OF APPLETON  
 WE ENERGIES (ELECTRIC AND GAS)  
 NET LCC  
 AT&T DISTRIBUTION  
 TDS METROCOM  
 TIME WARNER CABLE
  - BEFORE EXCAVATION, APPROPRIATE UTILITY COMPANIES SHOULD BE CONTACTED, FOR EXACT LOCATION OF UNDERGROUND UTILITIES, CONTACT DIGGERS HOTLINE, AT 1.800.242.8511.
  - NO BUILDINGS OBSERVED

- NOTES CORRESPONDING TO TABLE A REQUIREMENTS:**
- ITEM 16** THERE IS NO OBSERVED EVIDENCE OF CURRENT EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS AT THE TIME OF THIS SURVEY.
- ITEM 20** DIGGER'S HOTLINE TICKET NOS. 20244618887, 20244618890, AND 20244618897 CALLED IN, CLEARED ON NOVEMBER 21, 2024.
- NOTES CORRESPONDING TO SCHEDULE B-SECTION TWO EXCEPTIONS**
- STEWART TITLE GUARANTY COMPANY, FILE NO.: QAP2024-801, EFFECTIVE DATE: NOVEMBER 10, 2024 AT 12:01 A.M.
- 12 RESTRICTIONS, COVENANTS, AND EASEMENTS AS SHOWN ON CERTIFIED SURVEY MAP NO. 3262 RECORDED ON AUGUST 21, 1998 THIS ITEM DOES AFFECT THE SUBJECT PROPERTY AND IS PLOTTED HEREON.
- 13 RESTRICTIONS, COVENANTS, AND EASEMENTS AS SHOWN ON CERTIFIED SURVEY MAP NO. 3490 RECORDED ON MAY 7, 1999 AS DOCUMENT NO. 1325228. THIS ITEM DOES AFFECT THE SUBJECT PROPERTY AND IS PLOTTED HEREON.
- 14 CERTIFICATE OF ANNEXATION RECORDED ON OCTOBER 7, 1987 AS DOCUMENT NO. 924639. THIS ITEM DOES AFFECT THE SUBJECT PROPERTY AND IS NOT GRAPHIC IN NATURE, THEREFORE IT IS NOT PLOTTED HEREON.
- 15 DECLARATION OF COVENANTS AND RESTRICTIONS RECORDED ON JANUARY 22, 1997 AS DOCUMENT NO. 1215803, AMENDMENT RECORDED ON SEPTEMBER 20, 1999 AS DOCUMENT NO. 1342720, AMENDMENT RECORDED ON SEPTEMBER 20, 1999 AS DOCUMENT NO. 1342721, AMENDMENT RECORDED ON APRIL 5, 2001 AS DOCUMENT NO. 1401433, AMENDMENT RECORDED ON APRIL 5, 2001 AS DOCUMENT NO. 1401434, ANNEXATION RECORDED ON OCTOBER 7, 1987 AS DOCUMENT NO. 924639. THIS ITEM DOES AFFECT THE SUBJECT PROPERTY AND IS NOT GRAPHIC IN NATURE, THEREFORE IT IS NOT PLOTTED HEREON.

**LEGAL DESCRIPTION (AS FURNISHED)**  
 STEWART TITLE GUARANTY COMPANY, FILE NO.: QAP2024-801, EFFECTIVE DATE: NOVEMBER 10, 2024 AT 12:01 A.M.

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF OUTAGAMIE, STATE OF WISCONSIN AND IS DESCRIBED AS FOLLOWS: LOT FOUR (4), CERTIFIED SURVEY MAP NO. 3490 RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR OUTAGAMIE COUNTY, WISCONSIN ON MAY 7, 1999, IN VOLUME 18 OF CERTIFIED SURVEY MAPS ON PAGE 3490 AS DOCUMENT NO. 1325228, BEING PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, TOGETHER WITH PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, TOGETHER WITH PART OF LOT 3, CERTIFIED SURVEY MAP NO. 3262, ALL IN THE EAST HALF OF SECTION 18, TOWNSHIP 21 NORTH, RANGE 18 EAST, LOCATED IN THE CITY OF APPLETON, OUTAGAMIE COUNTY, WISCONSIN.

FOR INFORMATIONAL PURPOSES ONLY:  
 ADDRESS: VACANT LOT ON GOODLAND DRIVE, APPLETON, WI  
 TAX KEY NUMBER: 311672312

**SURVEYOR'S CERTIFICATE**

TO:  
 i) STEWART TITLE GUARANTY COMPANY,  
 ii) HEALTH MANAGEMENT PARTNERS, LLC.

THIS IS TO CERTIFY THAT THIS MAP OR PLAN AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS AND INCLUDES ITEMS 1-2, 4-5, 8, 13, 16, 18 AND 20 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON NOVEMBER 22, 2024.

ANDREW W. WILKOWSKI, S-3121  
 PROFESSIONAL LAND SURVEYOR  
 Email: andy.wilkowski@jrdinc.com  
 Website: www.jrdinc.com

FEBRUARY 14, 2025  
 DATE

**STORM SEWER MANHOLES**

STRUCT. ID	RIM ELEVATION	INVERT	ELEVATION	PIPE SIZE	PIPE TYPE
STM-1	741.21	N	733.17	24"	RCP
		NE	N/A	18"	PVC
		S	733.04	12"	RCP
STM-2	744.60	N	732.47	18"	RCP
		S	732.42	12"	RCP
STM-3	743.69	SE	N/A	15"	PVC
		S	736.66	15"	PVC
		E	736.28	18"	RCP
STM-4	744.34	N	732.87	15"	PVC
		E	732.87	15"	PVC
STM-5	742.86	E	735.28	18"	RCP
		W	N/A	18"	RCP
		S	735.21	15"	PVC

**STORM SEWER INLETS**

INLET ID	RIM ELEVATION	INVERT	ELEVATION	PIPE SIZE	PIPE TYPE
INL-1	737.34	S	733.64	24"	RCP
		SE	733.74	12"	HDPE
		NW	N/A	8"	PVC
INL-2	742.86	N	739.71	15"	PVC
		S	739.71	6"	PVC
INL-3	742.87	N	739.42	15"	PVC
		S	739.57	15"	PVC
INL-4	741.36	E	738.51	6"	PVC
		W	737.36	12"	PVC
INL-5	741.42	E	737.77	12"	PVC
		W	737.77	6"	PVC

**SANITARY SEWER MANHOLES**

STRUCT. ID	RIM ELEVATION	INVERT	ELEVATION	PIPE SIZE	PIPE TYPE
SAN-1	741.64	N	724.04	36"	RCP
		E	724.04	36"	RCP
SAN-2	745.10	S	733.43	12"	RCP
		N	723.79	12"	RCP
		S	723.79	36"	RCP
		E	N/A	36"	RCP
SAN-3	743.34	E	723.70	36"	RCP
		W	723.70	36"	RCP
SAN-4	741.94	E	723.52	36"	RCP
		W	723.37	36"	RCP

**CONTROL POINTS**

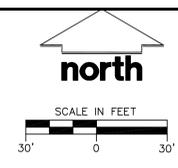
CONTROL POINT	NORTHING	EASTING	ELEVATION	DESCRIPTION
CP-1	574155.01	838755.23	743.05	MON
CP-2	573940.57	838697.34	745.12	RBR
CP-3	573863.49	839116.85	743.88	RBR
CP-4	574197.85	839082.03	739.00	MAG
CP-5	574020.27	839207.57	741.45	MAG

\*S/D DOES NOT GUARANTEE THE CONTROL POINT ELEVATIONS LISTED ON THIS MAP ARE ACCURATE AND SHOULD BE VERIFIED PRIOR TO CONSTRUCTION ACTIVITIES.

**BENCHMARKS**

BENCH MARK	ELEVATION	DESCRIPTION
BM-1	745.86	BURY BOLT ON HYDRANT IN FRONT OF 3021 GOODLAND DRIVE.

\*S/D DOES NOT GUARANTEE THE BENCHMARK ELEVATIONS LISTED ON THIS MAP ARE ACCURATE AND SHOULD BE VERIFIED PRIOR TO CONSTRUCTION ACTIVITIES.



**JSD**  
 CREATE THE VISION TELL THE STORY  
 jsdinc.com  
 APPLETON REGIONAL OFFICE  
 3215 WEST LAWRENCE STREET, SUITE 6  
 APPLETON, WI 54914  
 P. 920.733.2800

CLIENT:  
**OPN ARCHITECTS**

CLIENT ADDRESS:  
 301 NORTH BROOM ST, STE 100  
 MADISON, WI 53703

PROJECT:  
**LOT 4 - GOODLAND DRIVE**

PROJECT LOCATION:  
 VACANT LOT, GOODLAND DRIVE  
 APPLETON, OUTAGAMIE COUNTY  
 WISCONSIN, 54911

MODIFICATIONS:

#	Date	Description
1		
2		
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15		

Prepared By: CPL 02/12/25  
 SHEET TITLE:  
**ALTA/NSPS LAND TITLE SURVEY**  
 SHEET NUMBER:  
**1 OF 1**

PROJECT NO: 24-14794

**RESOLUTION  
CITY OF APPLETON**

**ADOPTION OF THE RECOMMENDED AMENDMENT TO THE COMPREHENSIVE  
PLAN AS PREPARED BY THE CITY OF APPLETON PLAN COMMISSION**

**WHEREAS**, the Common Council of the City of Appleton pursuant to Section 62.23 of the Wisconsin Statutes, has established a City Plan Commission; and

**WHEREAS**, on March 3, 2010, the Common Council adopted the City of Appleton Comprehensive Plan to promote public health, safety and welfare of the City by effectively guiding long-range growth and development within the city and its statutory extraterritorial planning jurisdiction; and

**WHEREAS**, Chapter 12: Implementation, Comprehensive Plan Update Procedures, of the Comprehensive Plan was created in the City of Appleton Code of Ordinances to provide procedures and criteria for amending and updating the City of Appleton Comprehensive Plan; and

**WHEREAS**, members of the public were invited to make comments at a meeting held on May 28, 2025, by the City Plan Commission, wherein the following Comprehensive Plan amendment (Amendment #1-25) herein adopted were reviewed and commented upon by members of the public; and

**WHEREAS**, the City of Appleton Plan Commission has reviewed the recommended amendment to the Comprehensive Plan Future Land Use Map at a meeting held on May 28, 2025, and

**WHEREAS**, the City of Appleton Plan Commission reviewed the following Comprehensive Plan Amendments, found these amendments to meet the criteria outlined in Chapter 12: Implementation, Comprehensive Plan Update Procedures, warranting inclusion in this resolution

1. Having been filed with the City Clerk by the City of Appleton Community Development Department requesting a Comprehensive Plan Future Land Use Map Amendment to change future land use designations for specified property (Tax Id #31-1-6723-12) on the Future Land Use Map from Business/Industrial to Commercial.

**WHEREAS**, members of the public, adjacent and nearby local governmental units will be given a 30-day review and comment period prior to the public hearing, which will be conducted by the Common Council for the Comprehensive Plan proposed amendment; and

**WHEREAS**, after said public hearing, the Common Council will decide whether to adopt by ordinance the proposed amendments to the Comprehensive Plan; and

**WHEREAS**, the Comprehensive Plan may be used as the basis for, among other things, updating the zoning ordinance, accomplishing extra-territorial zoning and as a guide for approving or disapproving actions affecting growth and development within the jurisdiction of the City of Appleton; and

**WHEREAS**, this Comprehensive Plan may from time to time be amended, extended, or added to in greater detail; and

**NOW, THEREFORE, BE IT RESOLVED**, by the City of Appleton Plan Commission that the recommended Comprehensive Plan amendments are hereby adopted as a part of the City of Appleton Comprehensive Plan 2010-2030 pursuant to §66.1001(4), Wis. Stats. and that the Plan Commission recommends said Comprehensive Plan amendments to the City of Appleton Common Council for adoption by ordinance, after a 30-day public review and comment period and public hearing.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

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

ATTEST:

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



# CITY OF APPLETON

## MEMORANDUM

**Date:** May 28, 2025  
**To:** City Plan Commission  
**From:** Colin Kafka, Principal Planner  
**Subject:** City of Appleton *Comprehensive Plan 2010-2030* Future Land Use Map Amendment #1-25 and Rezoning #4-25

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## GENERAL INFORMATION

**Owner/Applicant:** Kevan Lewis, Health Management Partners LLC. / Michael Booth, OPN Architects, Inc.

**Address/Parcel Number:** 0 E. Goodland Dr (Tax ID#31-1-6723-12)

**Applicant's Request:** Applicant, with owner approval, requests to amend the City of Appleton Comprehensive Plan 2010-2030 Future Land Use Map from future Business/Industrial designation to future Commercial designation for the subject parcel. In tandem with the future land use map amendment request, the applicant, with owner approval, requests to rezone the subject parcel from M-1 Industrial Park District to C-2 General Commercial District.

The rezoning request is being made to permit by right the use and development of the parcel for professional services. The owner intends to construct a Clinic, Ambulatory Surgery, and Office building. The comprehensive plan future land use map amendment request is being made to provide a future land use designation that is consistent with the proposed rezoning request and proposed future use of the property.

**Plan Commission Public Hearing Meeting Date:** May 28, 2025

**Common Council Meeting Date:** July 16, 2025

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## BACKGROUND

1999 Parcel established as Lot 4 of CSM 3490 (Doc No. 1325228)

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## STAFF ANALYSIS

**Procedural Findings:** When a *Comprehensive Plan 2010-2030* Future Land Use Map Amendment and Rezoning application are required for the same development project, the respective staff reports are consolidated into one report.

**Existing Site Conditions:** The subject parcel is approximately 2.69 acres in size and is located at the corner of North Conkey Street and East Goodland Drive. A 15' wide utility easement is situated along the west, south, and east parcel lines. The parcel is vacant.

## **Surrounding Zoning Classification, Future Land Use Designation, and Current Land Uses:**

North: Zoning – M-1 Industrial Park District  
Future Land Use Designation – Business/Industrial  
Current Land Use – Industrial (Manufacturing/Warehouse)

South: Zoning – M-1 Industrial Park District  
Future Land Use Designation – Business/Industrial  
Current Land Use – Industrial (Manufacturing/Warehouse)

East: Zoning – M-1 Industrial Park District  
Future Land Use Designation – Business/Industrial  
Current Land Use – Governmental Facility (Outagamie County Sheriff)

West: Zoning – C-2 General Commercial District  
Future Land Use Designation – Commercial  
Current Land Use – Hospital (ThedaCare Hospital)

**Proposed Future Land Use Designation:** Amendments to the Comprehensive Plan are sometimes triggered by technical corrections to omissions or errors, specific development proposals, or changing circumstances in the City. In this case, a potential development proposal for the subject parcel is necessitating the change to future Commercial land use designation. The proposed future land use designation is consistent with the future Commercial land use designation for the parcel immediately to the west of the subject parcel (ThedaCare Healthcare Complex).

**Appleton Comprehensive Plan 2010-2030:** The City of Appleton 2010-2030 Comprehensive Plan Map identifies the subject area as future business/industrial. The proposed comprehensive plan future land use amendment and rezoning is consistent with the following goals and objectives of the *Comprehensive Plan 2010-2030*.

### *Goal 1 – Community Growth*

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

### *Goal 8 – Economic Development*

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

### *OBJECTIVE 9.2 Economic Development:*

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

### *OBJECTIVE 9.5.1 Economic Development:*

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

### *OBJECTIVE 10.5 Land Use:*

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

### *OBJECTIVE 10.1 Land Use:*

Provide an adequate supply of suitable land meeting the demand for development of various land uses.

*Policy 10.1.1 Adopt, and as necessary, amend the Future Land Use Map in the Comprehensive Plan.*

**Proposed Zoning Classification:** The C-2 district is intended to provide for businesses which serve city and regional markets; provide goods and services to other businesses, as well as consumers, provide services to automobiles and serve the traveling public. Per Section 23-113(h) of the Municipal Code, the development standards in the C-2 General Commercial District are listed below:

- (1) **Minimum lot area.** Fourteen thousand (14,000) square feet.
- (2) **Maximum lot coverage.** Seventy-five percent (75%).
- (3) **Minimum lot width.** Sixty (60) feet.
- (4) **Minimum front yard.** Ten (10) feet.
- (5) **Minimum rear yard.** Twenty (20) feet.
- (6) **Minimum side yard.**
  - a. None.
  - b. Ten (10) feet if abutting a residentially zoned district.
- (7) **Maximum building height.** Thirty-five (35) feet [See §23-113 (e)].

**Future Actions:** If the rezoning request is approved, any future development would be reviewed against the C-2 District zoning regulations and other applicable sections of the Zoning Ordinance. Any future development on the subject parcel would require Site Plan review and approval, pursuant to Section 23-570 of the Municipal Code, prior to the issuance of a building permit by the Inspections Division.

**Standards for Zoning Map Amendments:** Per Section 23-65(e), all recommendations for zoning amendments shall be consistent with the adopted plans, goals and policies of the City and with the purpose and intent of this zoning ordinance. It would appear the criteria established has been satisfied. Related excerpts are listed below.

- (1) Prior to making a recommendation on a proposed zoning amendment, the Plan Commission shall make a finding to determine if the following conditions exist. No zoning amendment shall be approved prior to finding at least one (1) of the following:
  - a. The request for a zoning amendment is consistent with the Comprehensive Plan for the City of Appleton. *If Future Land Use Map Amendment #1-25 is approved to designate the subject parcel as future Commercial, the rezoning request will be in conformance with the Comprehensive Plan 2010-2030.*
  - b. Factors have changed such as availability to new data, growth patterns and rates, the presence of new road or other infrastructure, additional development, annexation, or other zoning changes, making the subject property more appropriate for a different district.
  - c. There is an error in the zoning ordinance text or zoning map as enacted.

**Development Review Team (DRT) Report:** This item appeared on the May 6, 2025, DRT agenda. No negative comments were received from participating departments.

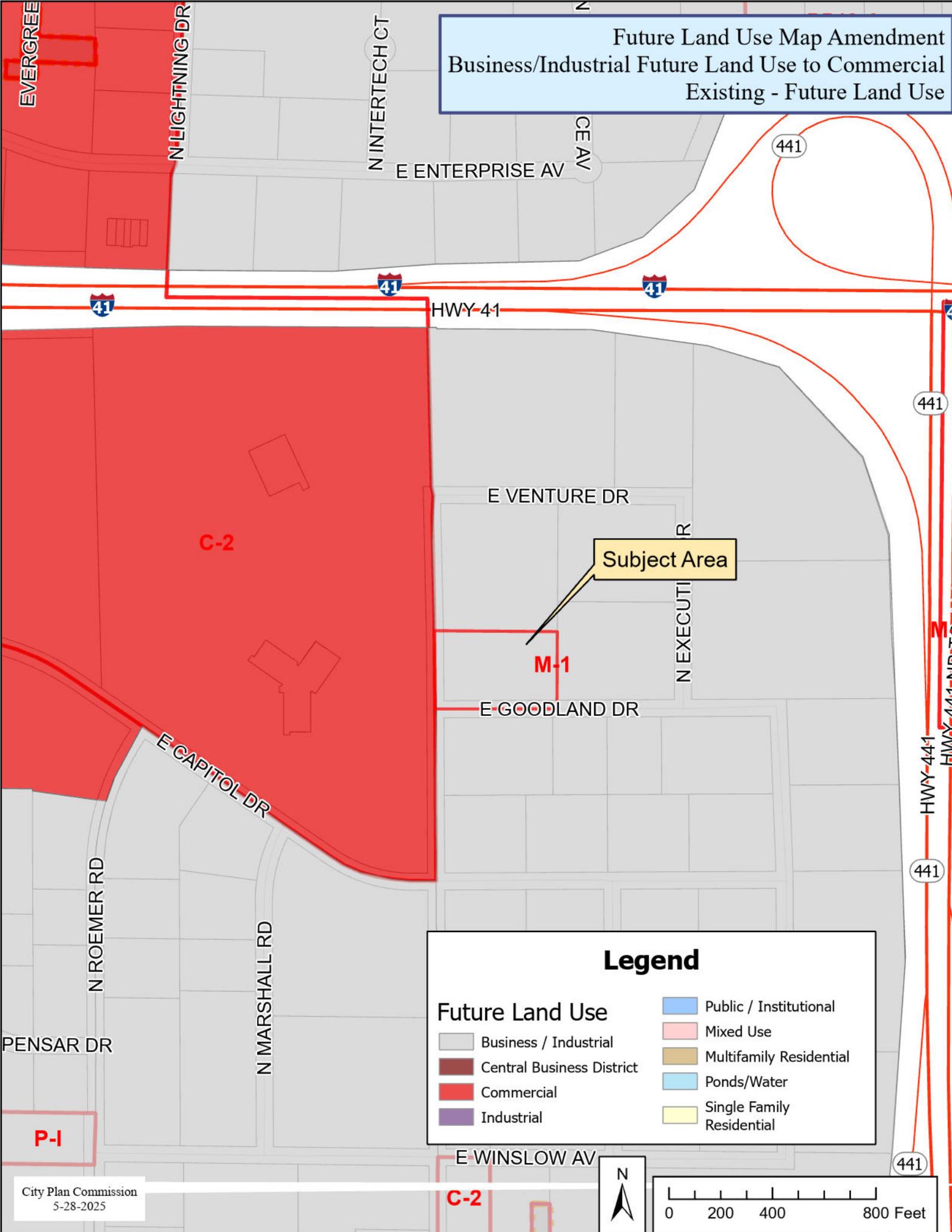
## **RECOMMENDATION**

Based upon the above analysis, staff recommends the proposed City of Appleton *Comprehensive Plan 2010-2030* Future Land Use Map Amendment #1-25 for the subject parcel #31-1-6723-12 from Business/Industrial Future Land Use Designation to Commercial Future Land Use Designation and the attached resolution, **BE APPROVED**; and

Based upon the above analysis and the standards for zoning map amendments as required by Section 23-65(e)(1)a. of the Zoning Ordinance, staff recommends Rezoning #4-25 to rezone the subject parcel #31-1-6723-12 from M-1 Industrial Park District to C-2 General Commercial District, including to the centerline of the adjacent right-of-way(s) as shown on the attached map, **BE APPROVED**.

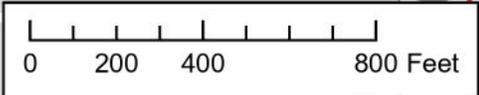
**NOTE:** If approved, Rezoning #4-25 will be reported out at the same Common Council meeting as the proposed Comprehensive Plan Amendment #1-25 to accurately reflect the change in future land use from Business/Industrial Future Land Use Designation to Commercial Future Land Use Designation.

Future Land Use Map Amendment  
 Business/Industrial Future Land Use to Commercial  
 Existing - Future Land Use

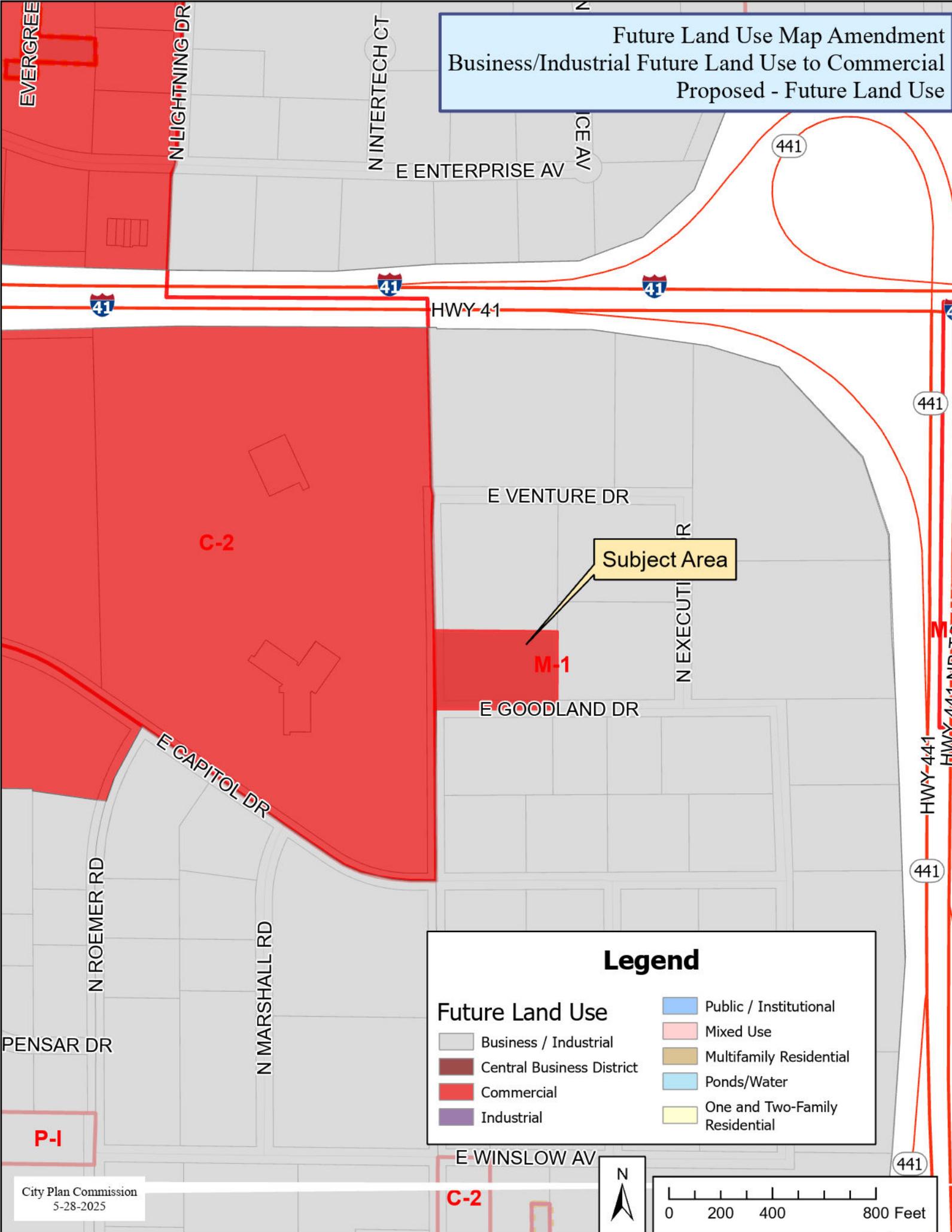


**Legend**

Future Land Use	
	Public / Institutional
	Mixed Use
	Central Business District
	Multifamily Residential
	Commercial
	Ponds/Water
	Industrial
	Single Family Residential
	Business / Industrial

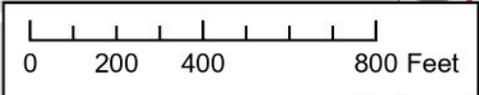


Future Land Use Map Amendment  
 Business/Industrial Future Land Use to Commercial  
 Proposed - Future Land Use

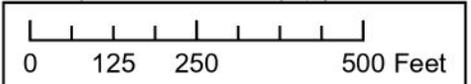
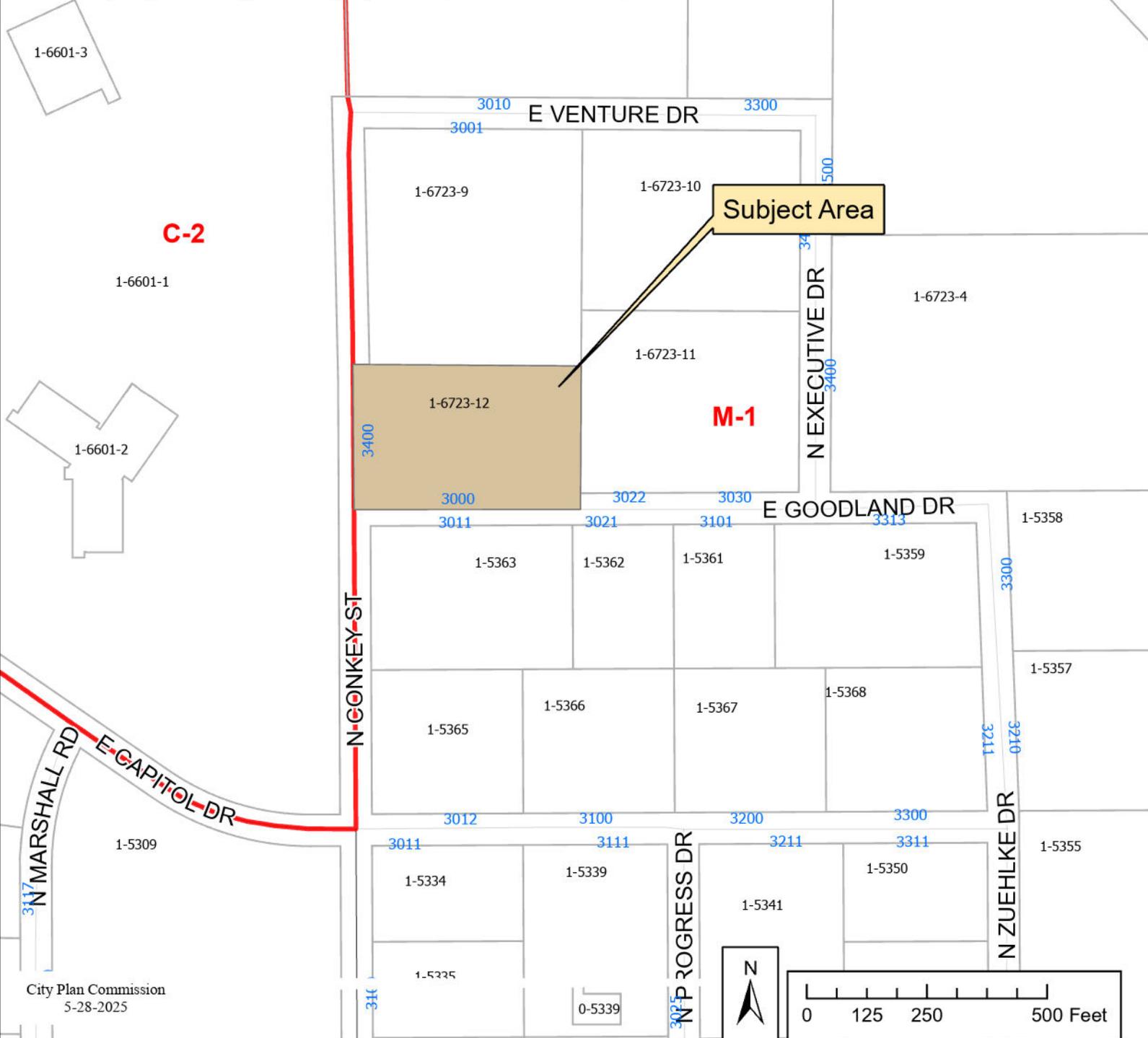
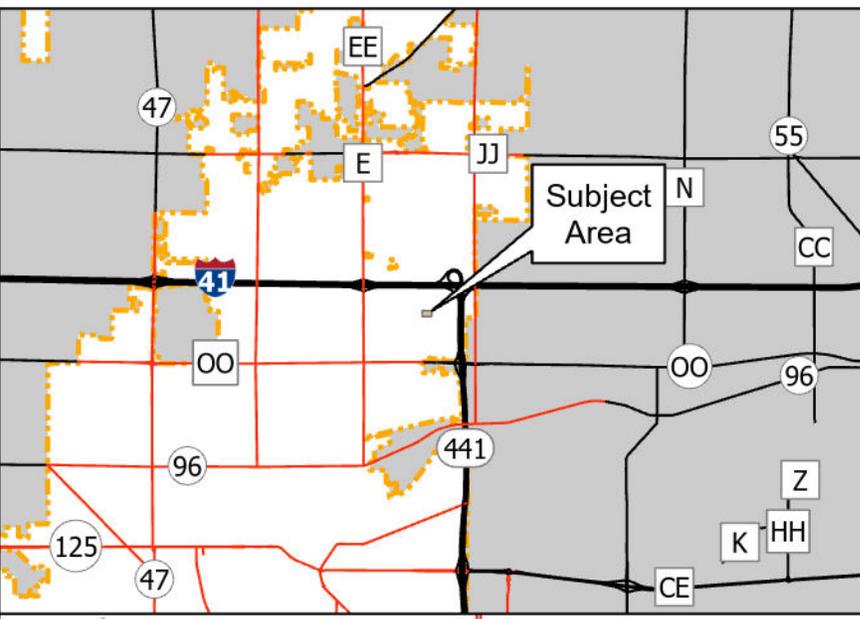


**Legend**

Future Land Use	
	Business / Industrial
	Commercial
	Industrial
	Public / Institutional
	Mixed Use
	Multifamily Residential
	Ponds/Water
	One and Two-Family Residential



Rezoning M-1 Industrial Park District  
to C-2 General Commercial District  
Zoning Map



Rezoning M-1 Industrial Park District  
to C-2 General Commercial District  
Aerial Map

1-6723-10

1-6723-9

1-6723-11

Subject Area  
1-6723-12

3400

3000

3022

E GOODLAND DR

3011

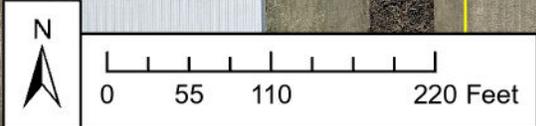
3021

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N CONKEY ST

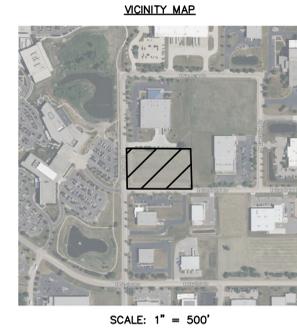
3001

**LEGAL DESCRIPTION (AS FURNISHED)**

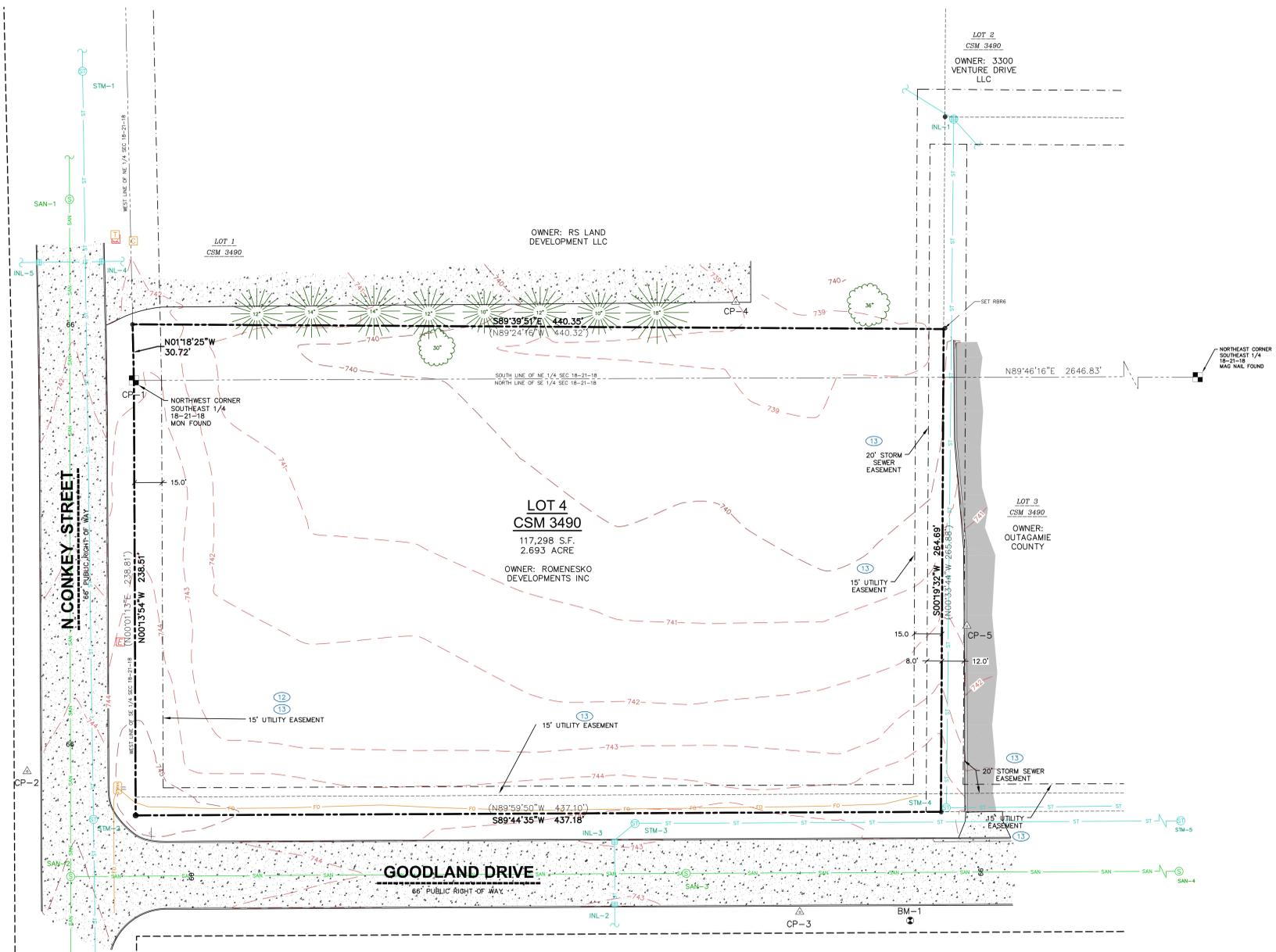
STEWART TITLE GUARANTY COMPANY, FILE No.: QAP2024-801, EFFECTIVE DATE:  
NOVEMBER 10, 2024 AT 12:01 A.M.

LOT FOUR (4), CERTIFIED SURVEY MAP NO. 3490 RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR OUTAGAMIE COUNTY, WISCONSIN ON MAY 7, 1999, IN VOLUME 18 OF CERTIFIED SURVEY MAPS ON PAGE 3490 AS DOCUMENT NO. 1325228, BEING PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, TOGETHER WITH PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, TOGETHER WITH PART OF LOT 3, CERTIFIED SURVEY MAP NO. 3262, ALL IN THE EAST HALF OF SECTION 18, TOWNSHIP 21 NORTH, RANGE 18 EAST, LOCATED IN THE CITY OF APPLETON, OUTAGAMIE COUNTY, WISCONSIN, INCLUDING TO THE CENTERLINE OF THE ADJACENT STREET RIGHT-OF-WAY.

**ALTA/NSPS LAND TITLE SURVEY**  
 PART OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4, TOGETHER WITH PART OF THE  
 NORTHWEST 1/4 OF THE SOUTHWEST 1/4, ALL IS THE EAST HALF OF SECTION 18, TOWNSHIP 21  
 NORTH, RANGE 18 EAST, CITY OF APPLETON, OUTAGAMIE COUNTY, WISCONSIN.



SCALE: 1" = 500'



**LEGEND**

● GOVERNMENT CORNER	⊗ LIGHT POLE	▬ CONCRETE CURB & GUTTER
● 1" IRON PIPE FOUND	⊗ YARD LIGHT	▬ EDGE OF PAVEMENT
● 3/4" REBAR FOUND	⊗ ELECTRIC MANHOLE	▬ EDGE OF GRAVEL
○ COTTON SPINDLE SET	⊗ POWER POLE	▬ SANITARY SEWER
⊗ CHISELED 'X' SET	⊗ TRAFFIC SIGNAL	▬ WATER LINE
⊗ BENCHMARK	⊗ VAULT	▬ STORM SEWER
⊗ FINISHED FLOOR SHOT LOCATION	⊗ TELEPHONE PEDESTAL	▬ FORCE MAIN
⊗ BOLLARD	⊗ CABLE PEDESTAL	▬ NATURAL GAS
⊗ MAIL BOX	⊗ DECIDUOUS TREE	▬ OVERHEAD LINE
⊗ SIGN	⊗ CONIFEROUS TREE	▬ UNDERGROUND ELECTRIC
⊗ SANITARY MANHOLE	⊗ HANDICAP PARKING	▬ BUILDING
⊗ WATER MANHOLE	▬ PARCEL BOUNDARY	▬ INDEX CONTOUR
⊗ HYDRANT	▬ SECTION LINE	▬ INTERMEDIATE CONTOUR
⊗ WATER VALVE	▬ RIGHT-OF-WAY LINE	▬ BITUMINOUS PAVEMENT
⊗ STORM MANHOLE	▬ PLATTED LOT LINE	▬ CONCRETE PAVEMENT
⊗ ROUND CASTED INLET	▬ CHORD LINE	▬ GRAVEL
⊗ CURB INLET	▬ SETBACK LINE	▬ PAVEMENT STRIPING
⊗ ENDWALL/END OF PIPE	▬ EASEMENT LINE	⊂ END OF FLAGGED UTILITIES
⊗ GAS VALVE	▬ LANDSCAPE LIMITS	⊂ DENOTES RECORDED AS MEASUREMENTS
⊗ ELECTRIC TRANSFORMER	▬ FENCE LINE	⊂ DEPICTING THE SAME LINE ON THE
	▬ STONE WALL	⊂ GROUND AS RETRACED BY THIS SURVEY

- NOTES**
- FIELD WORK PERFORMED ON NOVEMBER 21 & 22, 2024.
  - BEARINGS FOR THIS SURVEY AND MAP ARE REFERENCED TO THE WISCONSIN COORDINATE REFERENCE SYSTEM, (OUTAGAMIE). THE SOUTH LINE OF THE NE 1/4 OF SEC 18-21-18 BEARS N89°46'16"E.
  - ELEVATIONS ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAV88). BENCHMARK IS A OUTAGAMIE COUNTY MONUMENT MARKING THE NW CORNER OF THE SE 1/4 SECTION 18, T21N, R18E, ELEVATION = 743.05'
  - SUBSURFACE UTILITIES AND FEATURES SHOWN ON THIS MAP HAVE BEEN APPROXIMATED BY LOCATING SURFICIAL FEATURES AND APPURTENANCES, LOCATING DIGGERS HOTLINE FIELD MARKINGS AND BY REFERENCE TO UTILITY RECORDS AND MAPS. DIGGER'S HOTLINE TICKET NO. 20244618887, 20244618890 AND 20244618897, WITH A CLEAR DATE OF 11-21-24.
  - UTILITY COMPANIES CONTACTED THRU DIGGERS HOTLINE:  
 APPLETON AREA SCHOOL DISTRICT  
 CITY OF APPLETON  
 WE ENERGIES (ELECTRIC AND GAS)  
 NET LCC  
 AT&T DISTRIBUTION  
 TDS METROCOM  
 TIME WARNER CABLE
  - BEFORE EXCAVATION, APPROPRIATE UTILITY COMPANIES SHOULD BE CONTACTED, FOR EXACT LOCATION OF UNDERGROUND UTILITIES, CONTACT DIGGERS HOTLINE, AT 1.800.242.8511.
  - NO BUILDINGS OBSERVED

- NOTES CORRESPONDING TO TABLE A REQUIREMENTS:**
- ITEM 16** THERE IS NO OBSERVED EVIDENCE OF CURRENT EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS AT THE TIME OF THIS SURVEY.
- ITEM 20** DIGGER'S HOTLINE TICKET NOs. 20244618887, 20244618890, AND 20244618897 CALLED IN, CLEARED ON NOVEMBER 21, 2024.
- NOTES CORRESPONDING TO SCHEDULE B-SECTION TWO EXCEPTIONS**
- STEWART TITLE GUARANTY COMPANY, FILE NO.: QAP2024-801, EFFECTIVE DATE: NOVEMBER 10, 2024 AT 12:01 A.M.
- 12 RESTRICTIONS, COVENANTS, AND EASEMENTS AS SHOWN ON CERTIFIED SURVEY MAP NO. 3262 RECORDED ON AUGUST 21, 1998 THIS ITEM DOES AFFECT THE SUBJECT PROPERTY AND IS PLOTTED HEREON.
  - 13 RESTRICTIONS, COVENANTS, AND EASEMENTS AS SHOWN ON CERTIFIED SURVEY MAP NO. 3490 RECORDED ON MAY 7, 1999 AS DOCUMENT NO. 1325228. THIS ITEM DOES AFFECT THE SUBJECT PROPERTY AND IS PLOTTED HEREON.
  - 14 CERTIFICATE OF ANNEXATION RECORDED ON OCTOBER 7, 1987 AS DOCUMENT NO. 924639. THIS ITEM DOES AFFECT THE SUBJECT PROPERTY AND IS NOT GRAPHIC IN NATURE, THEREFORE IT IS NOT PLOTTED HEREON.
  - 15 DECLARATION OF COVENANTS AND RESTRICTIONS RECORDED ON JANUARY 22, 1997 AS DOCUMENT NO. 1215803, AMENDMENT RECORDED ON SEPTEMBER 20, 1999 AS DOCUMENT NO. 1342720, AMENDMENT RECORDED ON SEPTEMBER 20, 1999 AS DOCUMENT NO. 1342721, AMENDMENT RECORDED ON APRIL 5, 2001 AS DOCUMENT NO. 1401433, AMENDMENT RECORDED ON APRIL 5, 2001 AS DOCUMENT NO. 1401434, ANNEXATION RECORDED ON OCTOBER 7, 1987 AS DOCUMENT NO. 924639. THIS ITEM DOES AFFECT THE SUBJECT PROPERTY AND IS NOT GRAPHIC IN NATURE, THEREFORE IT IS NOT PLOTTED HEREON.

**LEGAL DESCRIPTION (AS FURNISHED)**  
 STEWART TITLE GUARANTY COMPANY, FILE NO.: QAP2024-801, EFFECTIVE DATE: NOVEMBER 10, 2024 AT 12:01 A.M.

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF OUTAGAMIE, STATE OF WISCONSIN AND IS DESCRIBED AS FOLLOWS:  
 LOT FOUR (4), CERTIFIED SURVEY MAP NO. 3490 RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR OUTAGAMIE COUNTY, WISCONSIN ON MAY 7, 1999, IN VOLUME 18 OF CERTIFIED SURVEY MAPS ON PAGE 3490 AS DOCUMENT NO. 1325228, BEING PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, TOGETHER WITH PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, TOGETHER WITH PART OF LOT 3, CERTIFIED SURVEY MAP NO. 3262, ALL IN THE EAST HALF OF SECTION 18, TOWNSHIP 21 NORTH, RANGE 18 EAST, LOCATED IN THE CITY OF APPLETON, OUTAGAMIE COUNTY, WISCONSIN.

FOR INFORMATIONAL PURPOSES ONLY:  
 ADDRESS: VACANT LOT ON GOODLAND DRIVE, APPLETON, WI  
 TAX KEY NUMBER: 311672312

**SURVEYOR'S CERTIFICATE**

TO:  
 i) STEWART TITLE GUARANTY COMPANY,  
 ii) HEALTH MANAGEMENT PARTNERS, LLC.

THIS IS TO CERTIFY THAT THIS MAP OR PLAN AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS AND INCLUDES ITEMS 1-2, 4-5, 8, 13, 16, 18 AND 20 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON NOVEMBER 22, 2024.

ANDREW W. WILKOWSKI, S-3121  
 PROFESSIONAL LAND SURVEYOR  
 Email: andy.wilkowski@jrdinc.com  
 Website: www.jrdinc.com

FEBRUARY 14, 2025  
 DATE

**STORM SEWER MANHOLES**

STRUCT. ID	RIM ELEVATION	INVERT	ELEVATION	PIPE SIZE	PIPE TYPE
STM-1	741.21	N	733.17	24"	RCP
		NE	N/A	18"	PVC
		S	733.04	12"	RCP
STM-2	744.60	N	732.47	18"	RCP
		S	732.42	12"	RCP
STM-3	743.69	SE	N/A	15"	PVC
		S	736.66	15"	PVC
		E	736.28	18"	RCP
STM-4	744.34	N	732.87	15"	PVC
		E	732.87	15"	PVC
STM-5	742.86	E	735.28	18"	RCP
		W	N/A	18"	RCP
		S	735.21	15"	PVC

**STORM SEWER INLETS**

INLET ID	RIM ELEVATION	INVERT	ELEVATION	PIPE SIZE	PIPE TYPE
INL-1	737.34	S	733.64	24"	RCP
		SE	733.74	12"	HDPE
		NW	N/A	8"	PVC
INL-2	742.86	N	739.71	15"	PVC
		S	739.71	6"	PVC
INL-3	742.87	N	739.42	15"	PVC
		S	739.57	15"	PVC
INL-4	741.36	E	738.51	6"	PVC
		W	737.36	12"	PVC
INL-5	741.42	E	737.77	12"	PVC
		W	737.77	6"	PVC

**SANITARY SEWER MANHOLES**

STRUCT. ID	RIM ELEVATION	INVERT	ELEVATION	PIPE SIZE	PIPE TYPE
SAN-1	741.64	N	724.04	36"	RCP
		E	724.04	36"	RCP
SAN-2	745.10	S	733.43	12"	RCP
		N	723.79	12"	RCP
		S	723.79	36"	RCP
		E	N/A	36"	RCP
SAN-3	743.34	E	723.70	36"	RCP
		W	723.70	36"	RCP
SAN-4	741.94	E	723.52	36"	RCP
		W	723.37	36"	RCP

**CONTROL POINTS**

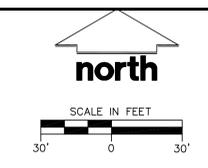
CONTROL POINT	NORTHING	EASTING	ELEVATION	DESCRIPTION
CP-1	574155.01	838755.23	743.05	MON
CP-2	573940.57	838697.34	745.12	RBR
CP-3	573863.49	839116.85	743.88	RBR
CP-4	574197.85	839082.03	739.00	MAG
CP-5	574020.27	839207.57	741.45	MAG

\*S/D DOES NOT GUARANTEE THE CONTROL POINT ELEVATIONS LISTED ON THIS MAP ARE ACCURATE AND SHOULD BE VERIFIED PRIOR TO CONSTRUCTION ACTIVITIES.

**BENCHMARKS**

BENCH MARK	ELEVATION	DESCRIPTION
BM-1	745.86	BURY BOLT ON HYDRANT IN FRONT OF 3021 GOODLAND DRIVE.

\*S/D DOES NOT GUARANTEE THE BENCHMARK ELEVATIONS LISTED ON THIS MAP ARE ACCURATE AND SHOULD BE VERIFIED PRIOR TO CONSTRUCTION ACTIVITIES.



**JSD**  
 CREATE THE VISION TELL THE STORY  
 jsdinc.com  
 APPLETON REGIONAL OFFICE  
 3215 WEST LAWRENCE STREET, SUITE 6  
 APPLETON, WI 54914  
 P. 920.733.2800

CLIENT:  
**OPN ARCHITECTS**

CLIENT ADDRESS:  
 301 NORTH BROOM ST, STE 100  
 MADISON, WI 53703

PROJECT:  
**LOT 4 - GOODLAND DRIVE**

PROJECT LOCATION:  
 VACANT LOT, GOODLAND DRIVE  
 APPLETON, OUTAGAMIE COUNTY  
 WISCONSIN, 54911

**MODIFICATIONS:**

#	Date	Description
1		
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Prepared By: CPL 02/12/25  
 SHEET TITLE:  
**ALTA/NSPS LAND TITLE SURVEY**  
 SHEET NUMBER:  
**1 OF 1**  
 PROJECT NO: 24-14764

**RESOLUTION  
CITY OF APPLETON**

**ADOPTION OF THE RECOMMENDED AMENDMENT TO THE COMPREHENSIVE  
PLAN AS PREPARED BY THE CITY OF APPLETON PLAN COMMISSION**

**WHEREAS**, the Common Council of the City of Appleton pursuant to Section 62.23 of the Wisconsin Statutes, has established a City Plan Commission; and

**WHEREAS**, on March 3, 2010, the Common Council adopted the City of Appleton Comprehensive Plan to promote public health, safety and welfare of the City by effectively guiding long-range growth and development within the city and its statutory extraterritorial planning jurisdiction; and

**WHEREAS**, Chapter 12: Implementation, Comprehensive Plan Update Procedures, of the Comprehensive Plan was created in the City of Appleton Code of Ordinances to provide procedures and criteria for amending and updating the City of Appleton Comprehensive Plan; and

**WHEREAS**, members of the public were invited to make comments at a meeting held on May 28, 2025, by the City Plan Commission, wherein the following Comprehensive Plan amendment (Amendment #1-25) herein adopted were reviewed and commented upon by members of the public; and

**WHEREAS**, the City of Appleton Plan Commission has reviewed the recommended amendment to the Comprehensive Plan Future Land Use Map at a meeting held on May 28, 2025, and

**WHEREAS**, the City of Appleton Plan Commission reviewed the following Comprehensive Plan Amendments, found these amendments to meet the criteria outlined in Chapter 12: Implementation, Comprehensive Plan Update Procedures, warranting inclusion in this resolution

1. Having been filed with the City Clerk by the City of Appleton Community Development Department requesting a Comprehensive Plan Future Land Use Map Amendment to change future land use designations for specified property (Tax Id #31-1-6723-12) on the Future Land Use Map from Business/Industrial to Commercial.

**WHEREAS**, members of the public, adjacent and nearby local governmental units will be given a 30-day review and comment period prior to the public hearing, which will be conducted by the Common Council for the Comprehensive Plan proposed amendment; and

**WHEREAS**, after said public hearing, the Common Council will decide whether to adopt by ordinance the proposed amendments to the Comprehensive Plan; and

**WHEREAS**, the Comprehensive Plan may be used as the basis for, among other things, updating the zoning ordinance, accomplishing extra-territorial zoning and as a guide for approving or disapproving actions affecting growth and development within the jurisdiction of the City of Appleton; and

**WHEREAS**, this Comprehensive Plan may from time to time be amended, extended, or added to in greater detail; and

**NOW, THEREFORE, BE IT RESOLVED**, by the City of Appleton Plan Commission that the recommended Comprehensive Plan amendments are hereby adopted as a part of the City of Appleton Comprehensive Plan 2010-2030 pursuant to §66.1001(4), Wis. Stats. and that the Plan Commission recommends said Comprehensive Plan amendments to the City of Appleton Common Council for adoption by ordinance, after a 30-day public review and comment period and public hearing.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

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

ATTEST:

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



# CITY OF APPLETON

## MEMORANDUM

**Date:** July 2, 2025  
**To:** Dean Gazza, Director of Parks, Rec, Facilities and Grounds  
**From:** Lily Paul, Economic Development Specialist  
**Subject:** Veterans Memorial Park Natural Sculpture Request

---

The Appleton Public Arts Committee met on July 2, 2025 and recommended approval of the request from Hannah Ohayon, with the Appleton Public Library's Artist in Residence Program, to create a temporary, natural sculpture in Veterans Memorial Park (recently renamed from Appleton Memorial Park) as described in the attached documents.

Per the Art in Public Places Policy, the recommendation from the Appleton Public Arts Committee is forwarded to the committee of jurisdiction, in this case, the Parks and Recreation Committee. Please place this item on the agenda for the July 7, 2025 Parks and Rec Committee meeting. Their recommendation would then be forwarded to the Common Council for consideration on July 16, 2025.

The staff memo prepared for the Public Arts Committee is attached as reference.



# CITY OF APPLETON

## MEMORANDUM

**Date:** July 2, 2025  
**To:** Public Arts Committee  
**From:** Lily Paul, Economic Development Specialist  
**Subject:** Artist-in-Residence: Community Built Environmental Sculpture

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## GENERAL INFORMATION

**Owner:** City of Appleton

**Applicant:** Hannah Ohayon & Appleton Public Library

**Address/Parcel Number:** 1313 E. Witzke Boulevard (Parcel #31-0-6535-02), specifically in the wooded area west of Witzke Boulevard across from the baseball fields west parking lot.

**Petitioner's Request:** Application is requesting to create a temporary, natural sculpture on the ground, in a concentric shape, with pinecones.

**Appleton Public Arts Committee Meeting Date:** July 2, 2025

**Parks and Recreation Committee Meeting Date:** July 7, 2025

**Common Council Meeting Date:** July 16, 2025

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## PROJECT DETAILS

**Project Summary:** Applicant, Hannah, is this quarter's Resident of Appleton Public Library's [Artist-in-Residence program](#). Her residency spans from July until the end of September where she provides a gallery exhibition, three public programs, and has the opportunity to coordinate workspace within the library. One of the public programs that is planned during her residency is a workshop called [Community Built Environmental Sculpture](#) to bring members of the public to participate and help create a natural sculpture in a public park. She is planning this public workshop on Thursday, July 24<sup>th</sup> in Veterans Memorial Park (f/k/a Appleton Memorial Park) from 5:30 PM to 7:30 PM. Please see attached images of the specific location. She would use the pinecones on site (and bring more to supplement) to create a design on the ground. Depending on the size of the group, they will arrange the pinecones to form concentric circles or a spiral pattern that radiates out from each of the 6 main trees in that small area.

Hannah describes this artwork as minimally invasive and low risk from a liability standpoint. But it will be beautiful for those who discover it without damaging any of the landscaping of the park. The artist, program manager, and Parks & Recreation Department are aware that this is temporary and could potentially be dismantled by the public. Hopefully it will last long enough for many to enjoy.

**Reason for Choosing the Proposed Location:** Some advantages of this site are:

- It is close to an entrance and close to parking, so it will be easy to direct people to
- There is no grass, so there would be no risk of killing grass, or need for relocation of the natural sculpture
- No need for City to work around the art, and they don't have to cut or haul materials
- There are no major liability concerns.

**Description of How the Work is Installed/Anchored/Attached:** The pinecones will simply be placed on the ground in a concentric or spiral pattern. This is not permanent.

**Timeline and Duration of Installation:** The Public Workshop is scheduled for Thursday, July 24<sup>th</sup>, but for the sake of weather, the workshop could be rescheduled at any point during her Residency (July – September).

**Maintenance and Cost:** There is no cost or maintenance. These are natural materials sourced by the artist.

**Associated Signage:** There is no proposal for signage, but if that changes, she will abide by the following: Per the Art in Public Places Policy, any artwork signage shall meet the parameters set forth in Zoning Code Section 23-531(e), which allows each artwork one plaque/sign not to exceed nine square feet in size. Any proposed signs and their placement shall be approved by the Department of Public Works.

**Appleton Comprehensive Plan 2010-2030:** The City of Appleton *Comprehensive Plan 2010-2030* illustrates the importance of the arts community to Appleton and encourages the expansion and promotion of placemaking and arts in the City. The proposed public art project is consistent with the following goals and objectives of the *Comprehensive Plan 2010-2030*.

*Chapter 3 – Community Vision #12: Creative place making and public art enhance the public realm and contribute to a vibrant economy.*

---

## **RECOMMENDATION**

Based upon the guidelines outlined in the Art in Public Places Policy, staff recommend that the proposed natural sculpture, located within Veterans Memorial Park (f/k/a Appleton Memorial Park), as described in the attached documents, **BE APPROVED**.









DEPARTMENT OF  
**UTILITIES**

**Department of Utilities**  
Water Treatment Facility  
2281 Manitowoc Rd.  
Menasha, WI 54952  
p: 920-997-4200  
f: 920-997-3240

[www.appletonwi.gov/government/departments/utilities](http://www.appletonwi.gov/government/departments/utilities)

## MEMORANDUM

**Date:** June 18, 2025  
**To:** Chairperson Brad Firkus and Members of the Finance Committee  
**CC:** John Pogrant, Water Operations Supervisor  
Kelli Rindt, Enterprise Accounting Fund Manager  
**From:** Chris Stempa, Director of Utilities  
**Subject:** **Action: Sole Source Engineering Bidding and Construction Services Contract to McMahon as part of Water Tower Booster Pump Improvements in the amount of \$28,000 with a 10% contingency of \$2,800 for a total not to exceed \$30,800**

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### BACKGROUND:

The City of Appleton water distribution system consists of a Appleton Water Treatment Facility (AWTF), four elevated storage tanks, one standpipe, one reservoir, two booster pumping stations, two valve stations and approximately 380 miles of transmission and distribution water mains. The water system is separated into three pressure zones to meet the service needs of the customers (Main, Ridgeway, and North). The distribution system is essential in providing fire flow capacities even during a power outage. Per Wisconsin Administrative Code NR 811, the minimum and maximum normal static pressure in the distribution system shall be 35 pounds per square inch (psi) and 100 psi, respectively. The distribution system pressure must also be maintained at a minimum of 20 psi under emergency conditions.

The 1.0-Million Gallon (MG) Matthias Street Water Tower is located in the southeastern portion of the City of Appleton. A booster pump was installed at the base of the tower following the 2001 construction of the AWTF. The booster pump was required to pump water from the water tower following the changes in hydraulics (e.g. higher pressure) which subsequently occurred when the treatment facility was relocated from West Water Street in Appleton to the current Manitowoc Road, Menasha location. The 1.0 MG Glendale Water Tower is located in the northern part of the city. The Glendale Water Tower is also impacted by the higher hydraulic grade which is required to pump water from the AWTF to the northern extents of the city's distribution system.

In 2021, McMahon Associates, Inc. (McMahon) recommended upsizing the booster pump at Matthias with two 1,000 gallon per minute pumps and adding new booster pumps at the Glendale Tower to restore the operational hydraulic profile. Those improvements would provide a more static pressure setpoint controlled at the AWTF in conjunction with the booster pump improvements to control bleed back into the distribution system that would match diurnal customer demands. It would also mitigate if not eliminate low pressure and high-pressure excursions throughout the distribution system that are currently required to fill and draw from water towers that fall outside of the current hydraulic grade.

On September 4, 2024, Common Council approved a sole source contract with McMahon engineering services to provide design services for the Water Tower Booster Pump Improvements Project which included drawings, specifications, and bid documents for Utilities Department staff review. In early May 2025, McMahon submitted the drawings and specifications for Wisconsin Department of Natural Resources (DNR) and Public Service Commission (PSC) for review and approval.

## **PROPOSAL**

McMahon was asked to provide a proposal for public bidding and construction management services as part of the Water Tower Booster Pump Improvements Project. The McMahon proposal detailed tasks within each service phase from public bidding through final construction authorization. The proposed cost of design phase services totaled \$28,000.

## **JUSTIFICATION**

The funding for the proposed \$28,000 in bidding and construction management services would come from the \$1.3M CIP project budget. The proposed bidding and construction services fees when coupled with the preliminary engineering contract work that McMahon has provided totals \$72,500 or 6% of the original CIP project budget. Typically, the total engineering services fees for these types of projects are closer to 15% of the overall budget. The 2025 CIP project budget identified \$130,000 for design and construction management services

McMahon has knowledge and experience dating back to the 1988 Mathias Water Tower construction and 2001 AWTF Construction. The McMahon project manager that is assigned to Matthias and Glendale booster station work was the lead engineer on the previously mentioned projects. This individual has extensive experience across the Midwest with hundreds of different municipal drinking water related projects. Most importantly, he has extensive knowledge of the City of Appleton distribution system and the AWTF that can be leveraged to identify the most cost-effective solution to meet the needs of the city's distribution system.

## **RECOMMENDATION:**

I am recommending the approval of a sole source engineering service contract to McMahon as part of Water Tower Booster Pump Improvements in the amount of \$28,000 with a 10% contingency of \$2,800 for a total not to exceed \$30,800.

If you have any questions regarding this project, please contact Chris Stempa at 920-832-5945.

**Encl:** Finance Department Sole Source Request Form



**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 DD-25 Mackville Quarry Grading & Capping

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**Be awarded to:**

Name: MCC, Inc.

Address: 2600 N Roemer Road

Appleton, WI 54912-1137

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**In the amount of :** \$131,126.25

**With a 15 % contingency of :** \$19,688.94

**For a project total not to exceed :** \$150,795.19

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

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

Budget: \$250,000.00

Estimate: \$150,795.19

Committee Date: 06/23/25

Council Date: 07/16/25



DD-25 Mackville Quarry Grading and Capping (#9635427)

Owner: Appleton WI, City of

Solicitor: Appleton WI, City of

06/16/2025 01:45 PM CDT

Section Title	Line Item	Item Description	UofM	Quantity	MCC, Inc.		River View Construction, Inc.		BEST Enterprises, LLC		Vinton Construction Company	
					Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
<b>DE-25 BASE BID</b>						<b>\$131,126.25</b>		<b>\$148,664.85</b>		<b>\$165,428.40</b>		<b>\$174,862.56</b>
	1	Mobilization	LUMP SU	1	\$3,900.00	\$3,900.00	\$10,170.00	\$10,170.00	\$12,250.00	\$12,250.00	\$12,000.00	\$12,000.00
	2	Site Grading in Preperation for Cap	CU. YD.	5500.0000	\$4.40	\$24,200.00	\$4.85	\$26,675.00	\$5.47	\$30,085.00	\$6.27	\$34,485.00
	3	Installation of Cap/Compost Pad	CU. YD.	14400.0000	\$3.75	\$54,000.00	\$4.85	\$69,840.00	\$4.37	\$62,928.00	\$5.43	\$78,192.00
	4	Furnish and Install 12" Stone Base	SQ. YD.	775	\$9.20	\$7,130.00	\$9.45	\$7,323.75	\$14.87	\$11,524.25	\$9.22	\$7,145.50
	5	Furnish and Install Geogrid	SQ. YD.	775	\$1.75	\$1,356.25	\$3.50	\$2,712.50	\$2.28	\$1,767.00	\$2.00	\$1,550.00
	6	Furnish and Install No-Mow Fescue Seed Mix#5	SQ. YD.	28500.0000	\$1.00	\$28,500.00	\$0.55	\$15,675.00	\$0.75	\$21,375.00	\$1.00	\$28,500.00
	7	Furnish, Install, Maintain and Remove Erosion Control	LUMP SU	1	\$600.00	\$600.00	\$2,100.00	\$2,100.00	\$6,000.00	\$6,000.00	\$1,500.00	\$1,500.00
	8	Furnish, Install, Maintain and Remove Silt Fence	LIN. FT.	1070.0000	\$3.00	\$3,210.00	\$3.50	\$3,745.00	\$3.00	\$3,210.00	\$3.00	\$3,210.00
	9	Furnish, Install, Maintain and Remove 20" Curlex Sediment Lo	LIN. FT.	100	\$10.00	\$1,000.00	\$10.60	\$1,060.00	\$22.00	\$2,200.00	\$10.00	\$1,000.00
	10	Furnish, Install, and Maintain Trackout Control	EACH	1	\$800.00	\$800.00	\$1,750.00	\$1,750.00	\$1,600.00	\$1,600.00	\$0.01	\$0.01
	11	Furnish and Install Erosion Mat Class I Type B	SQ. YD.	3460.0000	\$1.00	\$3,460.00	\$1.16	\$4,013.60	\$1.65	\$5,709.00	\$1.00	\$3,460.00
	12	Furnish and Install Medium Rip Rap	CU. YD.	45	\$66.00	\$2,970.00	\$80.00	\$3,600.00	\$150.67	\$6,780.15	\$84.89	\$3,820.05
<b>Base Bid Total:</b>						<b>\$131,126.25</b>		<b>\$148,664.85</b>		<b>\$165,428.40</b>		<b>\$174,862.56</b>



# 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](http://police.appletonwi.gov)

TO: Finance Committee

FROM: Chief Polly Olson

DATE: June 26, 2025

RE: Portable Radio Replacement Request – Action Item

The Police Department is requesting approval to accept an agreement by July 31, 2025, with Baycom and Motorola Solutions to receive a 17.8% promotional discount for replacement of 115 portable radios. The current cost per radio is \$5,645. The promotion reduces the cost to \$4,640 per radio for an overall savings of \$115,575 if accepted by the July deadline.

Our existing radios, purchased in 2013, operate beyond the recommended lifecycle of 7-10 years. Portable radios are used extensively throughout the day and are essential for officers to maintain their safety, communicate with each other and with other agencies. To ensure compatibility, it is essential that the radios be replaced as a group rather than on an annual rotation basis.

A Capital Improvement Program (CIP) request was completed for consideration in the 2026 budget year based on the promotion price of \$4,640 per radio for a total of \$533,600. If not approved, the agreement with Baycom and Motorola would be voided. Accepting the agreement ensures the reduced pricing if approved through the budget process.



## 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

Compatibility of radios currently used that will be redistributed to CSO / internal use.  
 Compatibility with radios used by Outagamie County.  
 Other radios previously tested do not meet the requirements for department use.

PROPOSED DETAILS
Requesting dept: Police Department
Product/service: Portable radio replacement
Vendor name: Baycom & Motorola Solutions
Total cost: \$533,600

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

Janifer Huss  
 Purchasing Manager

7/2/2025  
 Date



DEPARTMENT OF  
**UTILITIES**

**Department of Utilities**  
Wastewater Treatment Plant  
2006 East Newberry Street  
Appleton, WI 54915  
p: 920-832-5945  
f: 920-832-5949

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

## MEMORANDUM

**Date:** July 2, 2025  
**To:** Chairperson Brad Firkus and Members of the Finance Committee  
**From:** Chris Stempa, Utilities Director  
**CC:** Ryan Rice, Utilities Deputy Director  
Kelli Rindt, Enterprise Fund Accounting Manager  
**Subject:** **Award Sole Source Purchase of Appleton Wastewater Treatment Plant phosphorus analyzer to William Reid LTD. for a total cost not to exceed \$49,845.00.**

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### BACKGROUND:

Since 2014, the Appleton Wastewater Treatment Plant (AWWTP) has been operating online phosphorus analyzers to continuously monitor phosphorus concentrations in the treatment process and react to them accordingly in order to consistently comply with future WPDES permit limits. It is critical for process control instrumentation to have the ability to deliver consistent, accurate, and reliable data to effectively dose phosphorus removal chemicals, while providing acceptable lifecycle costs and ease of maintenance.

The current equipment installed in 2014 has reached its useful life, with increasing maintenance issues, outdated components, and a growing risk of operational failure that threatens process performance and compliance.

A multidisciplinary evaluation team consisting of staff from Operations, Laboratory and Maintenance completed a comprehensive technical review of available online phosphorus analyzers for potential procurement and integration at the Appleton Wastewater Treatment Plant. The goal of the evaluation was to identify equipment that delivers reliable, accurate monitoring with acceptable lifecycle costs and strong integration capabilities with the plant's SCADA infrastructure.

Online phosphorus analyzers from two vendors were evaluated:

- Chemscan miniOP (William Reid LTD)
- Xylem/YSI Alyza IQ (Mulcahy Shaw Water Inc)

Two analyzers were scored across eight weighted criteria:

- Consistency of Results (Meter Repeatability)
- Accuracy Compared to Lab Results
- Maintenance Frequency

- Maintenance Difficulty
- SCADA Connectivity / HMI Controls (Ease of Use)
- Expandability (Other Parameters)
- Initial Cost
- Annual Operation and Maintenance (O+M) Costs

**JUSTIFICATION FOR SOLE SOURCE:**

The Chemscan miniOP scored higher in multiple categories, notably in consistency, ease of maintenance, and total cost of ownership. The evaluation team noted that while both units are viable options, the Chemscan miniOP offered better performance and operational value for long-term use. Below is the sum of all members of the evaluation team.

<b>Analyzer</b>	<b>Total Score</b>
Chemscan miniOP	229
Xylem YSI / Alyza IQ	171

**RECOMMENDATION:**

Based on the total weighted scores and overall evaluation, the Chemscan miniOP is recommended for purchase. If you have any questions or require additional information regarding this evaluation and purchase, please contact Chris Stempa at 920-832-5945.

**Encl:** Finance Department Sole Source Request Form



## 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

William Reid LTD is the only local authorized distributor the Chemsan miniOP

### PROPOSED DETAILS

Requesting dept: Wastewater Treatment Facility

Product/service: Phosphorus analyzers

Vendor name: William Reid LTD

Total cost: \$49,845

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

*Jenifer Huss*  
Purchasing Manager

06/27/2025  
Date



DEPARTMENT OF  
**UTILITIES**

**Department of Utilities**  
Wastewater Treatment Plant  
2006 E Newberry Street  
Appleton, WI 54915  
920-832-5945 tel.  
920-832-5949 fax  
[www.appleton.org/government/utilities](http://www.appleton.org/government/utilities)

**MEMORANDUM**

**Date:** July 2, 2025  
**To:** Chairperson Brad Firkus and Members of the Finance Committee  
**From:** Ryan Rice, Utilities Deputy Director  
**CC:** Chris Stempa, Utilities Director  
Kelli Rindt, Enterprise Fund Accounting Manager  
**Subject:** **Finance Committee Action: Award Summer Street Lift Station Replacement Project Base Bid to Advance Construction, Inc., in the amount of \$1,194,000.00 with 7.5% contingency of \$89,550 for a project total not to exceed \$1,283,550**

---

**BACKGROUND:**

On November 6, 2024, the Common Council approved the award of an engineering services contract to McMahon Associates for Summer Street Lift Station Replacement project, following an evaluation of the current lift station which included: collection area capacity evaluation, equipment conditions assessment, and project alternatives analysis. That evaluation included feedback from the Utilities and Public Works departments pertaining to safety, reliability, and operational improvements. In McMahon's evaluation, an opinion of probable cost for construction of a new station was \$1,493,000.

Based on the reviewed evaluation, McMahon proceeded to develop detailed construction plans and specifications. Utilities and Public Works staff provided input to McMahon to ensure final design elements aligned with applicable city engineering standards and ordinance requirements.

**BIDS**

On June 24, 2025, the city opened and reviewed the bids from three contractors which are summarized in Table 1. Each bid met the submittal requirements with Advance Construction INC. being the least cost-responsible bidder. The available construction budget to fund this project is \$1,391,690.

**Table 1: Summer Street Lift Station Replacement Project Bid Tab Summary**

Company	Advance Construction, Inc.	PTS Contractors, Inc.	Vinton Construction Company
Base Bid	\$1,194,000	\$1,358,600	\$1,523,586

**RECOMMENDATION:**

I am recommending the contract base bid award for the Summer Street Lift Station Replacement Project to Advance Construction, Inc., in the amount of \$1,194,000 with 7.5% contingency of \$89,550 for a project total not to exceed \$1,283,550.

If you have any questions or require additional information regarding this project, please contact Ryan Rice at 920-832-5945.

**Encl:** Bid Tab and Recommendation



June 25, 2025

Ryan Rice, Deputy Director of Utilities  
City of Appleton, Department of Utilities  
2006 E. Newberry Street  
Appleton, WI 54915

Re: City of Appleton, Department of Utilities  
Summer Street Lift Station Replacement Project  
Letter of Recommendation  
McM. No. A0005-09-24-00468

Ryan,

On June 24, 2025, bids were received via QuestCDN online bidding services for the above referenced project. Three (3) bids were received, ranging in price from \$1,194,000.00 to \$1,523,586.00 (bid tabulation enclosed).

Based upon the bids received, we recommend awarding Contract A0005-09-24-00468 to the low bidder, Advance Construction, Inc., in the amount of \$1,194,000.00.

If you agree with our recommendation, please date and sign the enclosed Notices of Award, and return to our office for incorporation into the Contract Documents.

If you have any questions, please feel free to contact me.

Respectfully,

McMahon Associates, Inc.

A handwritten signature in black ink that reads "Chad T. Olsen".

Chad T. Olsen, P.E., BCEES  
Vice President / Senior Water & Wastewater Project Manager

CTO:jlh

Enclosures: Notice of Award  
Bid Tabulation



## BID TABULATION

**Owner:** City of Appleton Department of Utilities  
**Project Name:** Summer Street Lift Station Replacement Project  
**Contract No.:** A0005-09-24-00468  
**Bid Date:** June 24, 2025  
**Bid Time:** Bids Received until 1:45 p.m. and opened 2:00 p.m., local time  
**Project Manager:** Chad T. Olsen, P.E., BCEES

Contract No. A0005-09-24-00468	ADVANCE CONSTRUCTION, INC. 2141 Wooddale Avenue Green Bay, WI 54313	PTS CONTRACTORS, INC. 4075 Eaton Road Green Bay, WI 54311	VINTON CONSTRUCTION COMPANY 1322 33 <sup>rd</sup> Street / PO Box 137 Two Rivers, WI 54241
BASE BID (Lump Sum)	\$1,194,000.00	\$1,358,600.00	\$1,523,586.00
Bid Security - 5%	Yes	Yes	Yes
Addenda - #1 & #2	Yes	Yes	Yes



# CITY OF APPLETON

## MEMORANDUM

**Date:** June 25, 2025  
**To:** Community Development Committee  
**From:** Lily Paul, Economic Development Specialist  
**Subject:** Request to Release Deed Restrictions on Parcels 31-1-5351 & 31-1-5352 within Northeast Business Park

---

**Background & Analysis:** The properties in question are parcels 31-1-5351 and 31-1-5352 which are located off E. Winslow Avenue within the Northeast Business Park. This business park has recorded Deed Restrictions which determine what types of uses, setbacks, building materials, and more are allowed within this park.

These parcels are part of a grander development plan on this corridor, recently created by the owner and developer. The development plan is intended for more commercial style development; therefore, the owner and developer have started the process to rezone these parcels and the surrounding properties to C-2 General Commercial District. Please see attached maps for reference. Also, for more information on the rezoning and annexation of land on this corridor, please see:

1. Annexation recommended for approval by City Plan Commission on May 28, 2025 and approved by Council on June 4, 2025  
<https://cityofappleton.legistar.com/LegislationDetail.aspx?ID=7405092&GUID=EBF30F1-4ED2-452E-99B7-9C743D6F3215&Options=&Search=>
2. Rezoning being presented at City Plan Commission on June 25, 2025  
<https://cityofappleton.legistar.com/MeetingDetail.aspx?ID=1309280&GUID=3C57EC71-68FE-468C-A07D-073600963428&Options=info|&Search=>

Even after rezoning, the Deed Restrictions would prohibit the desired future uses on these parcels. So, it is proposed that the Deed Restrictions be released from these parcels so the use can align with the new zoning that is proposed.

### STAFF RECOMMENDATION:

The release of Deed Restrictions on Parcels 31-1-5351 and 31-1-5352 within the Northeast Business Park **BE APPROVED**.

## DEED RESTRICTIONS

### APPLICABLE TO ALL PROPERTIES SOLD IN THE NORTHEAST INDUSTRIAL PARK PLAT NO. 3

This conveyance is made subject to the following conditions, covenants, and understandings which shall be binding upon the vendee, his 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 or highway. In the case of corner lots, both forty (40) feet setbacks will apply.
- B. *Side and Rear Yards:* Minimum side and rear yards shall be twenty-five (25) feet, provided that adjacent property owners may mutually agree to jointly construct common wall structures thereby eliminating any setback between buildings.
- C. *County Highways:* A fifty-five (55) foot building setback shall be observed along CTH 00.

2. ***Land Use:***

Uses in the Business Park shall be limited to manufacturing, warehousing or wholesale distribution activities, and administrative offices directly related thereto. Commercial and service uses shall not be permitted. A factory outlet sales area not larger than 5 percent of the total building area may be permitted with the specific approval of the City.

3. ***Construction and Materials:***

- A. Any building erected shall be at least 5,000 square feet in area.
- B. Any building erected shall be of masonry construction or enameled steel or the equivalent thereof. The entire front of all buildings and any building wall fronting a street shall be faced with decorative masonry.

4. ***Landscaping:***

The front yard area of the site shall be graded, landscaped, and planted with trees, shrubs, ground cover, and appropriate natural landscaping materials. Landscaping shall relate to buildings and paved surfaces as to scale, massing, size, shape, and color. At the time of planting, vegetation shall be of sufficient size as to noticeably enhance the site (i.e., whips are inappropriate as primary landscaping elements). Existing trees shall be preserved whenever possible and may be substituted for part of the required landscaping. Plant material shall be of hardy qualify, preferably native of Wisconsin. Weedy or short-lived

trees such as Box Elder, Poplar, American Elm, or Willow shall not be acceptable. Vendee shall be responsible for maintenance of vegetation and replacement of any defective plant material.

5. ***Parking, Outdoor Storage Areas, and Vehicle Access:***

All parking and outdoor storage areas shall be paved. 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. The purchaser agrees to provide off-street parking for employees, clients, and visitors. The lots adjacent to and abutting Capitol Drive shall not be allowed vehicle ingress or egress to Capitol Drive.

6. ***Outdoor Storage:***

No outside storage of any kind shall be permitted unless such stored materials are visually screened from all streets with a suitable fence, vegetation, berm, or combination thereof. 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. No waste material or refuse may be dumped or permitted to remain on any part of the property outside of the buildings. Storage of fuel oil or other bulk fluids must be underground. Fences, walls, or hedges may not be located closer than fifteen (15) feet to any property line.

7. ***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. Signs, lighting, etc., are to be indicated on the final site plan submitted to the Community Development Committee for review. Ground signs must be set back 10 feet from the right-of-way line and must be of a low profile design subject to approval by the Committee. Building signs must comply with the City Zoning Ordinance.

8. ***Approval of Plans:***

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 vendee shall first submit its building plans, specifications, site and landscape plans, and an elevation sketch of all improvements to be placed thereon to the Community Development Committee for its written approval. In the event the Committee or its assigns shall fail to approve or disapprove in writing such building plans, specifications, site and landscape plans, and

elevation sketch within thirty (30) days after they have been submitted to them, such approval will not be required and these restrictions will be deemed to have been complied with. The Community Development Committee may assign this review of plans to the Planning Department.

9. ***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, ownership reverts to the City. The price paid to repurchase shall be 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, proration of the current years property taxes to date of closing, title insurance policy premium or cost of warranty abstract, 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, unless an extension of time may be mutually agreed upon and set forth in writing. The purchase price shall be computed as in the Article above. Conveyance shall be by warranty deed. The seller shall furnish title insurance policy at the seller's expense.

10. ***Waiver of Notice:***

All land sold before major assessable improvements are completed in the business park site shall be subject to the purchaser's waiving notice of assessments and hearings, and such waiver shall be part of the negotiations.

11. ***Variances:***

Notwithstanding anything contained herein to the contrary, the City of Appleton expressly reserves the right at any time to authorize in writing variances from the strict applications of these Deed Restrictions or any one or more of them where the circumstances, in its sole and exclusive judgement, justifies the granting of same.

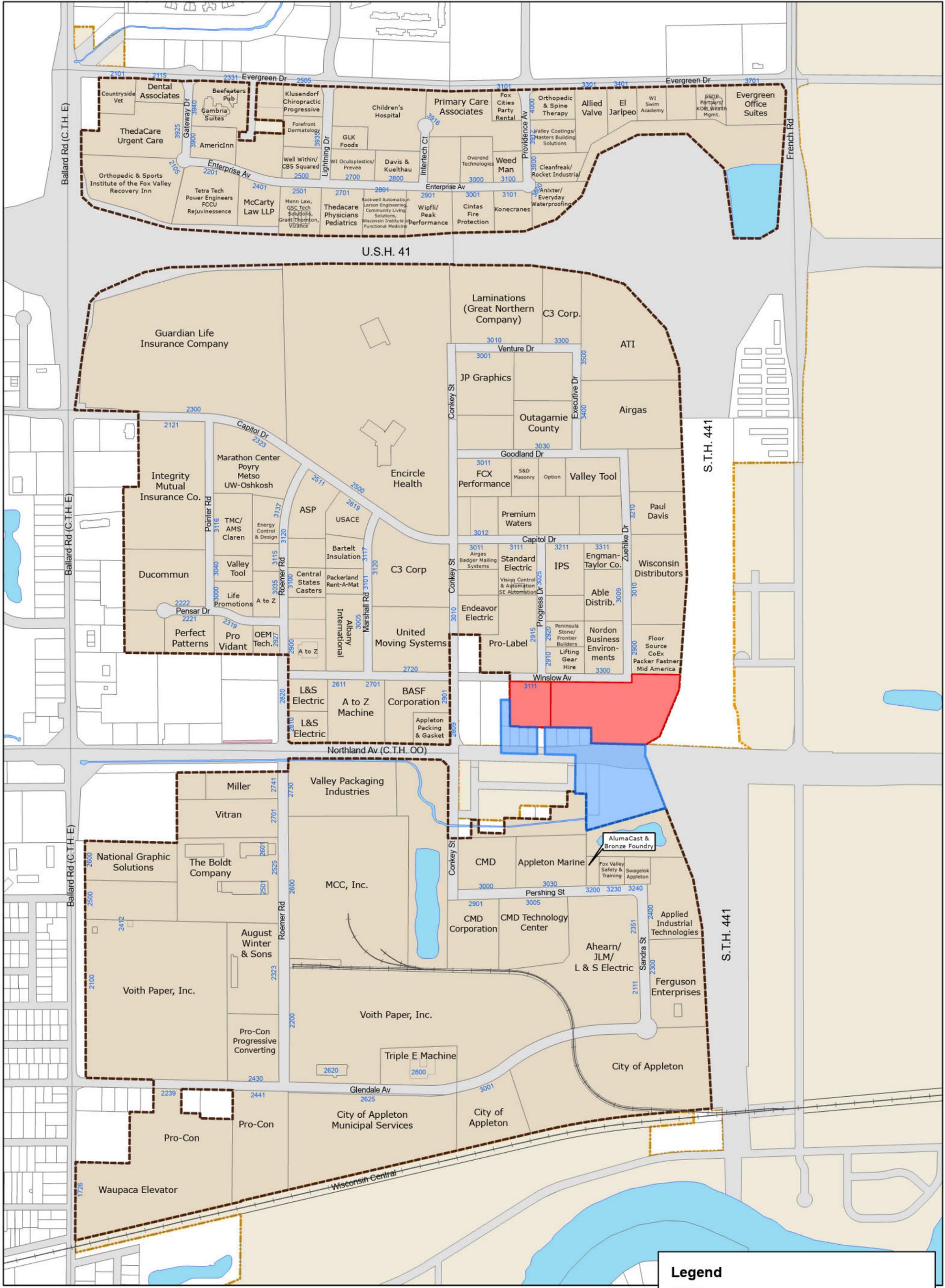
12. ***Enforcement:***

In the event that the vendee fails to perform in accordance with these restrictions, the Common Council, upon recommendation of the Community Development Committee, may take whatever corrective measures it deems appropriate and assess the cost thereof against the property in the same manner as a special assessment. The Common Council shall give at least thirty (30) days notice to the vendee of any violation and the steps required to correct it prior to taking any action to cure such violation.

13. ***Invalidation:***

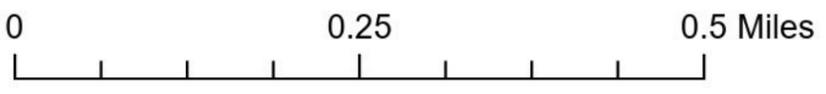
The invalidation of any one of the covenants or restrictions herein set forth or the failure to enforce any of said restrictions at the time of its violation shall in no way affect any of the other restrictions nor be deemed a waiver of the right to enforce the same thereafter.

# Northeast Business Park Appleton, Wisconsin

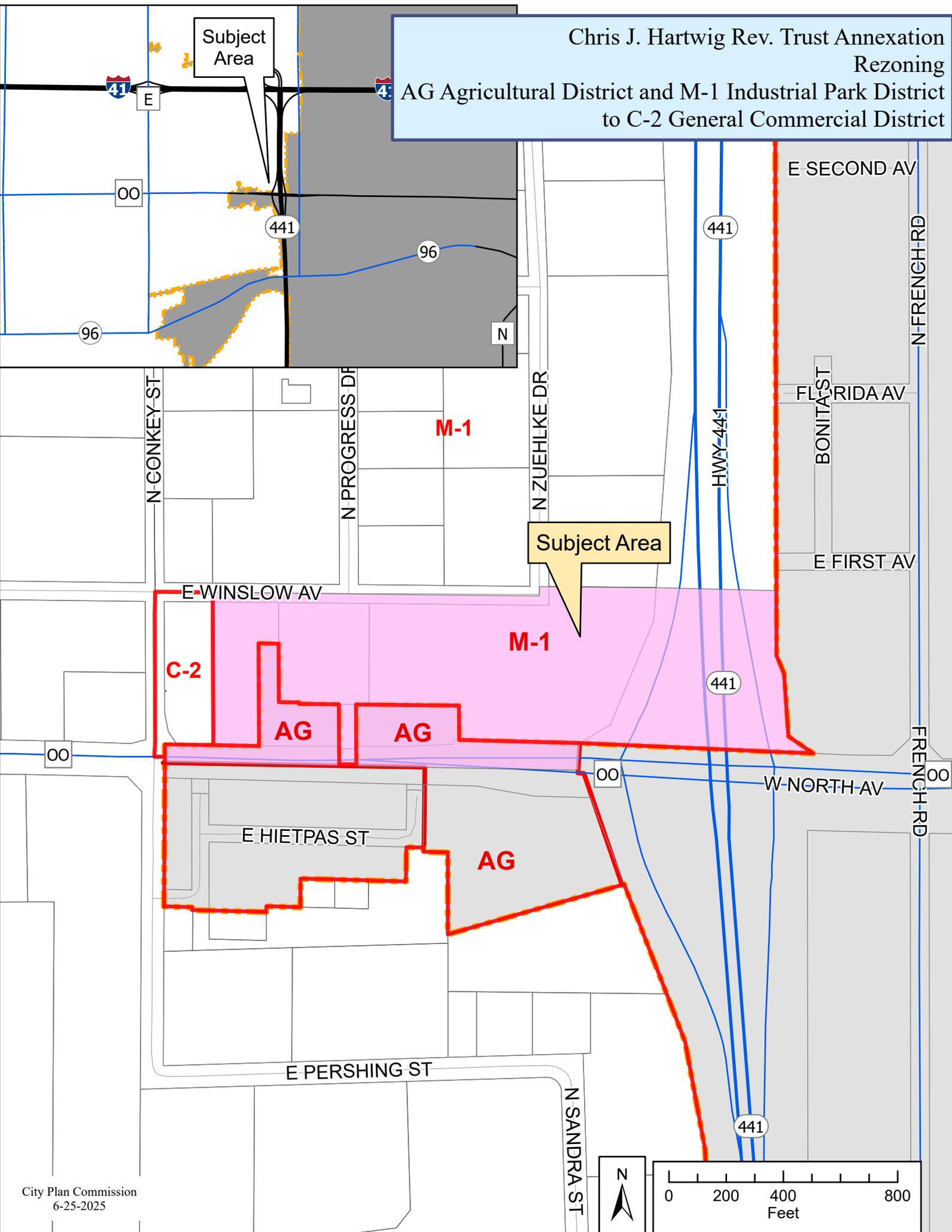


**Legend**

- Park Parcels
- Park Boundary
- City Limits
- Parcels to be Released from Deed Restrictions
- Area to be annexed into the City



Chris J. Hartwig Rev. Trust Annexation  
Rezoning  
AG Agricultural District and M-1 Industrial Park District  
to C-2 General Commercial District



Subject Area

Subject Area

C-2

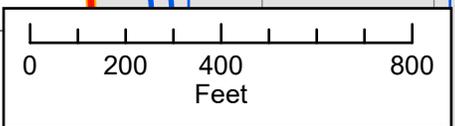
AG

AG

M-1

AG

M-1





# CITY OF APPLETON

## MEMORANDUM

**Date:** July 9, 2025  
**To:** Community Development Committee  
**From:** Lily Paul, Economic Development Specialist, Community Development  
**Subject:** Variance to the Declaration of Covenants and Restrictions for Northeast Business Park – NE Corner of E. Goodland Drive & Conkey Street

---

## GENERAL INFORMATION

**Owner:** Health Management Partners, LLC

**Applicant:** Justin Frahm, JSD Professional Services

**Address/Parcel Number:** NE Corner of E. Goodland Dr. & Conkey Street (Tax Id #31-1-6723-12)

**Petitioner's Request:** Applicant is requesting a variance to the Declaration of Covenants and Restrictions for Northeast Business Park to allow for an 8-foot parking setback, versus 15 feet.

**Community Development Committee Meeting Date:** July 9, 2025

**Common Council Meeting Date:** July 16, 2025

---

## PROJECT DETAILS

**Project Summary:** It is noted, Covenants and Restrictions within the Northeast Business Park require a minimum setback of 15 feet to parking, whereas this project requests an exemption to maintain a minimum setback of 8 feet to parking as required by the City of Appleton Zoning Code. With the proposed medical facility and medical office building use, a greater demand for staff, patient and visitor parking is required per ordinance vs. industrial use which requires additional space. Parking areas will be landscaped according to meet municipal zoning requirements.

The proposed use for this parcel was approved back in November 2015, therefore, allowing the parking requirements to reflect the use is acceptable.

---

## RECOMMENDATION

A variance allowing a minimum setback of 8 feet to parking per the terms of the Declaration of Covenants and Restrictions, Item 5, **BE APPROVED** subject to the following conditions:

1. Sec. 23-172. Off-street parking and loading standards: C-2 across the street from M-1 and C-2: Minimum landscape buffer restrictions are being met.
2. Prior to construction, applicant must obtain proper Building and Stormwater permits.

## Lily W. Paul

---

**From:** Justin Frahm <justin.frahm@JSDInc.com>  
**Sent:** Thursday, June 19, 2025 3:22 PM  
**To:** Lily W. Paul  
**Subject:** RE: NE Corner of Goodland Dr. & Conkey Street Medical Office Development  
**Attachments:** 2414764 C2.0 Site Plan.pdf

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Lily:

Thanks for your patience on this, our team was in the process of the updating and finalizing the site plan this past week. See attached for the Site Plan showing the 8' setback for the covenants parking setback exemption request we discussed.

I did speak directly with WE Energies regarding the easement. They are okay with paved area (owner's expense if it needs to be repaired for maintenance), however WE Energies will restrict the placement of landscape trees, signs and light poles within the easement.

Please let us know if there is anything else needed from our team.

Thank You!



Planners · Engineers · Landscape Architects · Surveyors

Justin Frahm, PLA, ASLA, ICSC | Senior Project Consultant | [justin.frahm@jsdinc.com](mailto:justin.frahm@jsdinc.com)

Wausau Regional Office – 7402 Stone Ridge Dr. Suite 4, Weston, WI 54476

office: 715.298.6330

mobile: 608-220-7583

[www.jsdinc.com](http://www.jsdinc.com)



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**From:** Lily W. Paul <Lily.Paul@AppletonWI.gov>  
**Sent:** Wednesday, June 18, 2025 10:51 AM  
**To:** Justin Frahm <justin.frahm@JSDInc.com>  
**Subject:** RE: NE Corner of Goodland Dr. & Conkey Street Medical Office Development

Good morning Justin,

Just following up on the private utility easement shown on the property. I am waiting to bring the variance to the covenants to any committees until it is determined whether or not this easement is occupied or not. I would suggest contacting WE Energies: Scott Sheppard [scott.sheppard@wecenergygroup.com](mailto:scott.sheppard@wecenergygroup.com)

If WE Energies signs off that you can extend parking into it, great. Please provide documentation and I will include that when I bring the variance to covenants to committee. If you cannot, then there is no purpose for me to grant the variance.

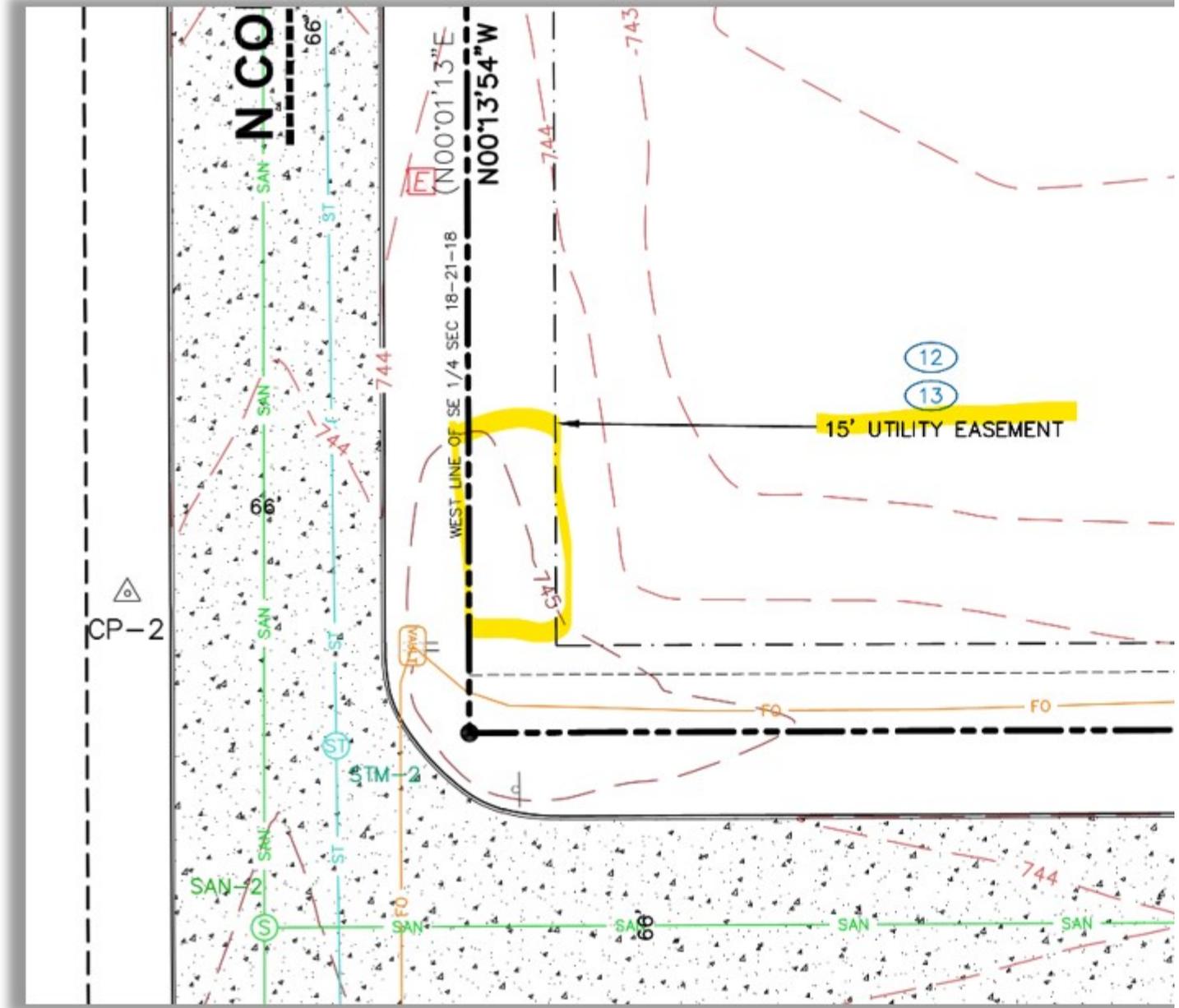
Any questions please let me know,

**Lily Paul**

Economic Development Specialist  
City of Appleton, Community Development  
100 N. Appleton Street, Appleton, WI 54911  
O: 920-832-6463 | [lily.paul@appletonwi.gov](mailto:lily.paul@appletonwi.gov)  
[Facebook](#) | [Appletonwi.gov](http://Appletonwi.gov)



DEPARTMENT OF  
**COMMUNITY  
DEVELOPMENT**



**From:** Lily W. Paul  
**Sent:** Tuesday, June 10, 2025 12:00 PM  
**To:** Justin Frahm <[justin.frahm@JSDInc.com](mailto:justin.frahm@JSDInc.com)>  
**Cc:** Colin L. Kafka <[Colin.Kafka@appletonwi.gov](mailto:Colin.Kafka@appletonwi.gov)>  
**Subject:** RE: NE Corner of Goodland Dr. & Conkey Street Medical Office Development

Justin,

Received. Thank you for sending this over.

I was made aware of a private utility easement on this property. Would you be able to provide that utility easement in your site plan and send over?

Thank you

Lily

**Lily Paul**

Economic Development Specialist  
City of Appleton, Community Development  
100 N. Appleton Street, Appleton, WI 54911  
O: 920-832-6463 | [lily.paul@appletonwi.gov](mailto:lily.paul@appletonwi.gov)  
[Facebook](#) | [Appletonwi.gov](http://Appletonwi.gov)



DEPARTMENT OF  
**COMMUNITY  
DEVELOPMENT**

---

**From:** Justin Frahm <[justin.frahm@JSDInc.com](mailto:justin.frahm@JSDInc.com)>  
**Sent:** Monday, June 9, 2025 4:26 PM  
**To:** Lily W. Paul <[Lily.Paul@AppletonWI.gov](mailto:Lily.Paul@AppletonWI.gov)>  
**Cc:** Colin L. Kafka <[Colin.Kafka@AppletonWI.gov](mailto:Colin.Kafka@AppletonWI.gov)>  
**Subject:** NE Corner of Goodland Dr. & Conkey Street Medical Office Development

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Lily:

In follow-up to recent Site Plan review by City of Appleton staff and our discussion regarding review of minimum parking setback requirements to the property line set forth by the City of Appleton municipal zoning ordinance, the project development will request an exemption to the Convents for the subject project as follows:

*It is noted, Covenants within the district require a minimum setback of 15' to parking, whereas this project requests an exemption to maintain a minimum setback of 8' to parking as required by the City of Appleton Zoning code. With the proposed medical facility and medical office building use, a greater demand for staff, patient and visitor parking is required per ordinance vs. industrial use which requires additional space. Parking areas will be landscaped according to meet municipal zoning requirements.*

Please let us know if there is anything else you need for review of this request.

Thank You,



Planners · Engineers · Landscape Architects · Surveyors

Justin Frahm, PLA, ASLA, ICSC | Senior Project Consultant | [justin.frahm@jsdinc.com](mailto:justin.frahm@jsdinc.com)  
Wausau Regional Office – 7402 Stone Ridge Dr. Suite 4, Weston, WI 54476  
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**Attention: This message was sent from a source external to the City of Appleton. Please use caution when opening attachments or clicking links.**

**DECLARATION OF COVENANTS AND RESTRICTIONS**  
**APPLICABLE TO LOT 4 OF CSM # 3490 (TAX KEY # 31-1-6723-12)**  
**IN THE NORTHEAST BUSINESS PARK**

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 or highway. In the case of corner lots, both forty (40) foot setbacks will apply.
- B. *Side and Rear Yards:* Minimum side and rear yards shall be twenty-five (25) feet.
- C. *State Highways:* A fifty (50) foot building setback shall be observed along U.S.H. 41 and U.S.H 441.

2. ***Land Use:***

A. Permitted Uses

- 1. Manufacturing;
- 2. Research, development and testing laboratories;
- 3. Wholesaling, warehousing and distribution;
- 4. Office operations only if they are an integral part of and a necessary adjunct to a permitted use;
- 5. Retail sales of products manufactured on site and clearly an accessory use to the primary use of the site;
- 6. Other land uses may be considered for approval by the Community Development Committee if a determination is made that the project fits the development objectives of the City.

3. ***Building Standards***

- A. Any building erected shall be at least 5,000 square feet in area and occupy at least 10 percent of the land area.
- B. Buildings shall be designed by an Architect or Engineer. No side, elevation or

facade of a building or structure shall be unexposed to public view; consequently, all sides, elevations, or facades of all buildings and structures shall be visually pleasing and architecturally and aesthetically comparable with the surrounding environment.

- C. The majority of exterior and externally visible opaque surfaces shall be constructed of not more than three of the following types of materials (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):
1. Brick;
  2. Architectural precast concrete panels (surface finish to be painted, stained or exposed aggregate);
  3. Decorative concrete block (for no more than 50% of the exterior building wall area);
  4. Cut stone;
  5. Exterior insulation and finish systems such as Drivit or Sunlar;
  6. Wood;
  7. Metal panels (permitted only for building expansion walls);
  8. 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. The Community Development Committee may assign this review of plans to the Economic Development Department.
- D. Building materials will be selected for their ability to present a visual statement of a building or structure's strength, attractiveness, and permanence. The building materials used shall be harmonious with the natural environment and with the general character of other buildings and structures in the Park.
- E. Metal trim materials may be used when in keeping with the architectural and aesthetic character of the building or structure.
- F. No loading dock shall face the street unless the site configuration is such that it is unavoidable. In that event, the Community Development Committee shall review

and approve the location of the loading dock.

- G. Ancillary 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.

4. ***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 and adjacent unpaved street rights-of-way. Any variation or changes to the landscape plan must be reviewed and approved in writing by the 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 has the right to enter the site and conduct such maintenance and to seek full reimbursement.

5. *Parking, Loading*

Off-street parking and loading areas shall be provided on each building site and shall be of sufficient size to accommodate all planned or anticipated parking and loading needs of all site occupants and visitors and comply with the City's Zoning Ordinance regarding parking standards. All parking and loading areas shall be paved. 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. An 80 percent screen with a minimum height of 22Y shall be provided for all parking areas adjacent to the street right-of-way.

6. *Outdoor Storage*:

No outside storage of any kind shall be permitted unless such stored materials are visually screened from all streets with a suitable fence, vegetation, berm, or combination thereof. 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. No waste material or refuse may be dumped or permitted to remain on any part of the property outside of the buildings. Storage of fuel oil or other bulk fluids must be underground. All storage areas shall be paved.

7. *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. Signs, lighting, etc., are to be

indicated on the final site plan submitted to the Community Development Committee for review. Ground signs must be set back 10 feet from the right-of-way line and must be of a low profile design subject to approval by the Committee. Building signs must comply with the City Sign Code.

8. ***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;
  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.

9. ***Site Plan Review:***

Prior to the construction or alteration 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 plans for such building or improvements shall be submitted to the Site Plan Review Committee in accordance with Section 23-171 of the City Zoning Code. The plans shall be reviewed within thirty days (30) days after they have been submitted and approval or disapproval given in writing.

10. ***Approval of Plans:***

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, and an elevation sketch of all improvements to be placed thereon to the Community Development Committee for its written approval. In the event the Committee or its designee shall fail to approve or disapprove in writing such building plans, specifications, site and landscape plans, and elevation sketch within thirty (30) days after they have been submitted to them, such approval will not be required and these covenants and restrictions will be deemed to have been complied with. The Community Development Committee may delegate this review of plans to the Economic Development Department.

11. ***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. 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. The purchase price shall be computed as in Article XII above. Conveyance shall be by warranty deed. The seller shall furnish a title insurance policy at the seller's expense.

12. ***Subdivision of Lots:***

After a lot has been purchased, such lot shall not be further subdivided without the written consent of the Community Development Committee. No owner may sell, lease or rent less than all of the lot without the written consent of the Community Development Committee. The Community Development Committee may, in granting its consent, attach

any conditions it deems appropriate. The foregoing prohibition shall not apply to occupancy leases of space in a building made in the ordinary course of business.

13. ***Waiver of Notice:***

All land sold before major assessable improvements are completed in the business park site shall be subject to the purchaser's waiving notice of assessments and hearings, and such waiver shall be part of the negotiations.

14. ***Variances:***

Notwithstanding anything contained herein to the contrary, the City of Appleton expressly reserves the right at any time to authorize in writing variances from the strict applications of these covenants and restrictions, or any one or more of them, where the circumstances, in its sole and exclusive judgement, justifies the granting of same.

15. ***Right to Enter:***

The Community Development Committee shall have the right to enter upon any building site or other lot within the park for the purpose of ascertaining whether the owner of said site or lot is complying with these covenants and restrictions.

16. ***Enforcement:***

In the event that the owner fails to perform in accordance with these covenants and restrictions, the Common Council, upon recommendation of the Community Development Committee, may take whatever corrective measures it deems appropriate and assess the cost thereof against the property in the same manner as a special assessment or special charge. The Common Council shall give at least thirty (30) days notice to the vendee of any violation and the steps required to correct it prior to taking any action to cure such violation.

17. ***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.

18. *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.

**EXHIBIT "A"**

1. Restrictions on Use. The Restricted Parcel shall be developed and used solely for the following purpose and for no other purpose:
  - a. Vocational and rehabilitation facilities (packaging type or light manufacturing [as defined below]; no retail: businesses that employ disabled or handicapped individuals in a packaging or light manufacturing process.
  - b. Business and technical schools, private (up to 50,000 square feet): schools used for training of skilled workers in fields such as electronics, accounting, etc.
  - c. Educational and training centers (up to 50,000 square feet): centers used for employee or customer training, e.g., computer training (but excluding, for example, training to operate motor vehicles or heavy machinery).
  - d. Telecommunication centers: communication centers used for telemarketing or customer service via telephone, computer or other electronic means of communication, provided that no telephone, microwave or other communications towers are located on the property.
  - e. Group day care: commercial/for-profit, non-profit or corporate childcare facilities.
  - f. Offices: e.g., insurance claims, medical, legal and leased business offices and services.
  - g. Professional services: e.g., doctors', lawyers' and accountants' offices; but specifically excluding massage parlors and similar establishments.

- h. Personal services: e.g., health clubs and other athletic facilities, but specifically excluding massage parlors and similar establishments.
- i. Printing: e.g., commercial printing facilities, newspaper presses.
- j. Wholesale storage: interior storage of non-volatile goods, such as plumbing and electrical goods wholesalers, and household movers; no exterior/outdoor storage shall be permitted.
- k. Warehouse/distribution facilities: facilities for the interior storage and transfer of non-volatile goods, but specifically excluding freight terminals such as those of Roadway or Yellow Freight Systems.
- l. Industrial supply: interior storage of industrial materials such as plumbing and electrical supplies.
- m. Light manufacturing and assembly: products produced or assembled manually or by a light industrial process by virtue of the use of light machinery; being conducted entirely within enclosed substantially constructed buildings; in which the open area around the building is not used for storage of raw materials or manufactured products, or for any other industrial purpose other than loading and unloading operations; and which are not noxious or offensive by reason of emission of smoke, dust, fumes, odors, noise, or vibrations beyond the confines of the building.

191R1                    **EXEMPT**                    PROPERTY INQUIRY FOR **31-1-6723-12**                    ASR191D  
 R LAST NAME **APPLETON**                    FIRST **CITY OF**                    MI                    **ACTIVE**  
 ADDRESS: **100 N APPLETON ST**                    UNIT:                    SPOUSE  
                   **APPLETON WI**                    **54911 0000**                    LAST SALE M/Y:  
 COUNTRY/ZIP:                    OTH OWN TYPE:                    SALE AMOUNT:  
 J<sup>r</sup> CARE OF:                    OWNERSHIP: **CITY**  
 E P ADDR                    RECORDED UNIT:  
 LGL DESC: **APPLETON**                    **WI 54911 0000**                    **1325228 BEING PRT OF**  
                   **CSM 3490**                    **LOT 4 VOL 18 DOC**                    **ALL OF LOT 3 OF CSM**  
                   **SW1/4 OF NE1/4 & PRT**                    **OF NW1/4 OF SE1/4 &**  
                   **3262 SEC18 T21N R18E**

YR BLT                    STORIES                    LIV UNITS                    SF BLD AREA                    HEAT SYST  
 CORNER LOT: **Y** LOT SIZE:                    **2.69 ACRES** GARAGE:  
 QTR SECTION: **V47** USE CODE:                    **99**                    ZONE: **M1**  
 CITY PROPERTY? **Y** STREET COORDINATES: **C34N33**                    WARD: **38**  
 STYLE:                    SIC CODE:                    CENS BLK:                    CENS TRAK:  
                   VALUATION                    MMY                    REASON FOR REVALUATION                    DISTRICT FOR:  
 LAND\$                    SCH: **APPLETON**  
 IMPR\$                    WTR: **APPLETON**  
 TOTL\$                    SAN: **APPLETON**

F2:Exit                    F4:Businesses                    F5:Valn Calc  
 F9:Comments                    F13:Valn Hist                    F15:Multiple Addresses  
 F18:Sales                    F21:MyNeighborhood                    F22:GIS View                    F23:Intranet                    ENTER-Next





# CITY OF APPLETON

## MEMORANDUM

**Date:** July 9, 2025

**To:** Community Development Committee

**From:** Olivia Galyon, Community Development Specialist

**Subject:** Substantial Amendment to Appleton Housing Authority's 2021 CDBG Award

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During the 2021 Community Development Block Grant (CDBG) application period, the Appleton Housing Authority (AHA) applied for funds to support their homebuyer assistance and homeowner rehabilitation programs. AHA was awarded \$37,000 by Common Council on June 16, 2021. AHA is now requesting to reprogram their 2021 award from homebuyer assistance and homeowner rehabilitation to rental rehabilitation. The units rehabbed would then be made available to low- and moderate-income renters.

AHA has received funds for their homebuyer assistance and homeowner rehabilitation programs for multiple years and continues to support homeownership opportunities for low- and moderate-income residents in Appleton. The Homebuyer program is set up as 0% interest deferred payment loan, which is repaid when the homeowner sells the property. These repayments bring in program income for AHA. CDBG regulations require that program income funds received during a program year be spent prior to an entitlement allocation.

During 2020, 2021, and 2022, due to low interest rates, AHA experienced a high volume of repayments from their clients. Due to the high volume of repayments, AHA was temporarily unable to spend their allocation from the City of Appleton and had to focus on spending program income. AHA has seen a reduction in the total number of sales and repayments in the last few years with higher interest rates, but the 2021 funds remain unspent.

Because of the challenges with keeping up with program income spenddown for the homebuyer program, AHA is requesting to repurpose their 2021 allocation from homeownership assistance to rental rehabilitation. AHA's non-profit, Neighborhood Housing Inc., has a rental property in need of rehabilitation, which would open up additional units to low-and moderate-income renters. There are not currently any other rental rehabilitation projects supported through CDBG funds. Timeliness of spenddown and HUD's requirement to spend funds within seven years of the award are also important considerations for the CDBG program. Reprogramming funds for rental rehabilitation will allow these funds to be spent on a faster timeline than they would be spent for homeowner downpayment assistance, due to the nature of the homebuyer program.

AHA plans to continue to use future CDBG allocations for homebuyer assistance going forward but would be able to better utilize the remaining 2021 allocation for rental rehabilitation on a much quicker timeline. Staff recommends approving the request to reallocate AHA's 2021 CDBG allocation of \$37,000 from homebuyer assistance to rental rehabilitation and approve the substantial amendment to the 2021 CDBG Annual Action Plan (AAP). If approved, the AAP amendment will be sent to HUD for final approval and the subrecipient agreement with AHA would be updated accordingly.

## Executive Summary

### AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

#### 1. Introduction

The primary goal of the City of Appleton's CDBG program is to "create a thriving urban community through the provision of assistance to low- and moderate-income households in the forms of basic shelter, affordable housing opportunities, expanded economic opportunities, suitable living environments, and supportive services for residential, financial, and social stability." This Annual Action Plan summarizes the goals and strategies that the City of Appleton will follow to achieve the intended outcomes for the 2021 program year (April 1, 2021- March 31, 2022).

#### 2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

The table located in **Annual Goals and Objectives** (AP-20) of this 2021 Annual Action Plan identifies the objectives and outcomes anticipated by the City of Appleton and its subrecipients for the 2021 program year.

#### 3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

Typically, during the CDBG allocation process, the City of Appleton gives preference to projects that 1) are seeking one-time use of CDBG funding; 2) benefit City of Appleton residents in low- to moderate-income census tracts; 3) add housing units to the City's tax base; 4) demonstrate complementary sources of funding; and 5) serve special needs populations. During the 2020 program year, however, much like other communities across the nation, the primary focus of several sources of CDBG funding (including CDBG-CV1, CDBG-CV2, and CDBG-CV3) was to prevent, prepare for, and respond to the impacts of the COVID-19 pandemic. Of the \$1.4 million allocated throughout 2020, subgrantees of these funds predominantly administered public service activities: \$86,520 in homeless prevention

programming; \$95,019 in emergency rental/utility assistance; \$105,000 for emergency shelter; \$143,845 in motel vouchers; \$476,916 in street outreach and case management programming.

#### **4. Summary of Citizen Participation Process and consultation process**

Summary from citizen participation section of plan.

The City of Appleton's Citizen Participation Plan requires that a public hearing [to identify housing and community development needs] be held annually in conjunction with a regularly scheduled Community & Economic Development Committee meeting. This public hearing is relevant to the CDBG competitive application process, and for the 2021 program year was held on September 9, 2020. No comments were received. Notification of this public hearing was published in the City's local newspaper, posted on the City of Appleton's website, and emailed out to community agencies and nonprofit organizations.

In recent years, the City implemented a mandatory, pre-application CDBG training session for all interested community partners. This meeting session is also an opportunity for community partners to provide comment on the needs in the City for the upcoming program year. This meeting was posted virtually on August 17, 2020. Interested non-profit organizations were able to participate in the self-paced virtual platform until Monday, August 31. To be considered eligible for 2021 funding, organizations were required to complete and submit an online questionnaire that demonstrated understanding and knowledge of the content covered during the training. A total of 11 organizations participated and were confirmed eligible.

#### **5. Summary of public comments**

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

While generating the 2020-2024 Consolidated Plan, the City advertised an internet-based survey (available in English, Hmong, and Spanish), hosted two public hearings to gather input from citizens about future uses of CDBG funds, and welcomed comments during two separate 30-day public comment periods. In addition, City staff conducted one-on-one interviews with representatives of various agencies in the community to identify highest priority needs of the Appleton population. Results of these efforts include:

- 358 responses to the internet-based surveys;
- 22 one-on-one interviews;
- 21 attendees engaged during the public hearings

#### ***2021 Annual Action Plan***

During both the pre-application session and the scheduled public hearing, the community was presented with an opportunity to express value and importance in funding affordable housing, public facility improvements, and public service projects for the 2021 program year. Two organization representatives and one alderperson provided comment on the proposed subgrantee allocations.

## **6. Summary of comments or views not accepted and the reasons for not accepting them**

The City of Appleton accepted all comments provided during the public engagement process.

## **7. Summary**

The City of Appleton's 2020-2024 Consolidated Plan was prepared as a guide for the expenditure of CDBG funds based on input from citizens and community agencies regarding the needs of the community and use of funds; an assessment of needs in the community related to housing and community development; and an analysis of the area's market.

The 2020-2024 Consolidated Plan provides a framework and a path for furthering affordable housing and community development efforts including increasing homeownership opportunities, preserving existing housing, revitalizing neighborhoods, expanding affordable rental options, furthering efforts to reach a functional zero for homelessness, supporting job training, expanding small business technical assistance, improving infrastructure in low to moderate income neighborhoods and renovating or expanding community and neighborhood facilities. The awarded subgrantees of the 2021 CDBG funds intend to administer activities that promote affordable housing opportunities, public service programming for the area's at-risk and homeless population, and economic opportunities for small businesses.

**PR-05 Lead & Responsible Agencies – 91.200(b)**

**1. Agency/entity responsible for preparing/administering the Consolidated Plan**

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	APPLETON	Community Development Department

**Table 1 – Responsible Agencies**

**Narrative (optional)**

The City of Appleton’s Community Development Specialist is responsible for preparing and administering the Consolidated Plan, as well as administering the CDBG program in its entirety.

**Consolidated Plan Public Contact Information**

Nikki Gerhard, Community Development Specialist  
 City of Appleton  
 100 N. Appleton St  
 Appleton, WI 54911  
 (920) 832-6469  
[nikki.gerhard@appleton.org](mailto:nikki.gerhard@appleton.org)

## **AP-10 Consultation – 91.100, 91.200(b), 91.215(I)**

### **1. Introduction**

Consultation associated to the development of the 2020-2024 Consolidated Plan began in May 2019, utilizing two online surveys, 22 interviews, a public forum, and two public hearings. City of Appleton staff consulted with organizations across the community spectrum to ensure that the needs of the different services and population were considered during the development of the Plan.

City of Appleton residents were invited to participate in an online Community-Wide Needs Survey to assist with the prioritization of community development and housing needs, resulting in 295 respondents. An additional 63 community leaders or members of stakeholder organizations completed the online Stakeholders Survey. The surveys sought opinions from respondents on neighborhoods, public services, homeless services, housing, and economic development activities.

On a scale of 1 to 5, with 1 being the least important and 5 being the most important, respondents ranked the importance of funding eligible activities as follows:

#### *Housing*

- 33 % ranked senior housing rehabilitation as most important (5)
- 36 % ranked homeowner accessibility improvements as most important (4)
- 75 % stated that the need for senior housing rehabilitation will need to increase over the next 5 years

#### *Public Services*

- 60 % indicated that funding homeless prevention programs was most important (5)
- 57 % indicated that funding domestic abuse programs was most important (5)
- 72 % stated that the need for homeless prevention services will need to increase over the next 5 years

#### *Neighborhoods*

- 47 % ranked neighborhood improvements as most important (5)
- 38 % ranked improvement of public spaces as most important (5)
- 68 % stated that the need for neighborhood improvements will need to increase over the next 5 years

Of the three general activity categories- Housing, Public Services and Community Development- most respondents ranked Housing as the highest priority need, followed by Public Services and Community Development. These rankings were affirmed by representatives during the 22 organization interviews.

**Provide a concise summary of the jurisdiction’s activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(I))**

The City of Appleton enhances coordination between public and private service providers and agencies through a variety of activities. City staff are invested in a number of roles with numerous agencies in the community that address housing, health, mental health, and other services, including but not limited to at-large members, board members, consultants, and sponsors.

*Housing*

- Fox Cities Housing Coalition (member, at large)
- Wisconsin Balance of State Continuum of Care (member, at large)
- Project RUSH (board member)
- Appleton Housing Authority

*Health & Mental Health*

- Outagamie County Health & Human Services
- Calumet County Health & Human Services
- Winnebago County Health & Human Services
- ThedaCare
- Affinity Health
- Fox Cities Community Health Center

*Other Service Providers*

- Pillars Adult Shelter
- Pillars Adult & Family Shelter
- Refugee Resettlement
- Boys & Girls Club
- YMCA
- Goodwill Industries of Northeast Wisconsin

A complete list of agencies and service providers that the City of Appleton has partnered with in an effort to increase and improve the quality of housing and services can be found in Appendix B of this Plan.

**Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.**

The City of Appleton serves as the Lead Agency in the Wisconsin Balance of State Continuum of Care membership, as well as in the Continuum of Care (CoC) and Emergency Homeless and Housing (EHH) grant application processes. City of Appleton staff administer grant funding for several agencies under three CoC Rapid Re-Housing programs and an EHH grant.

Agencies funded through the CoC and EHH grants directly serve the homeless population and provide supportive service programming. City of Appleton staff work collaboratively together with these agencies- and all agencies in the Fox Cities Housing Coalition - to address the needs of the homeless population in the City of Appleton and surrounding community.

**Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS**

As the Lead Agency for the Continuum of Care (CoC) and Emergency Solutions Grant (ESG) funding, the City of Appleton collaborates and consults with partnering community organizations during the allocation of funds, the development of performance standards and evaluation of outcomes, and development of funding policies and procedures associated with the Homeless Management Information System (HMIS). Consultation is conducted during one-on-one meetings with community organizations, during Wisconsin Balance of State Continuum of Care meetings, and during Fox Cities Housing Coalition meetings.

**2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities**

**Table 2 – Agencies, groups, organizations who participated**

1	<b>Agency/Group/Organization</b>	Appleton Downtown Inc (ADI)
	<b>Agency/Group/Organization Type</b>	Planning organization
	<b>What section of the Plan was addressed by Consultation?</b>	Market Analysis Economic Development
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	City of Appleton staff met with ADI members during a regularly scheduled monthly meeting, inquiring about economic development strategies and initiatives that are currently in place or may be undertaken in the next five years.
2	<b>Agency/Group/Organization</b>	City of Appleton Health Department
	<b>Agency/Group/Organization Type</b>	Health Agency Other government - Local
	<b>What section of the Plan was addressed by Consultation?</b>	Lead-based Paint Strategy
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	A City of Appleton Public Health Officer was interviewed to determine action taken to evaluate and reduce the number of children affected by lead-based paint hazards, and the potential for additional efforts in the future.
3	<b>Agency/Group/Organization</b>	Pillars, Inc.
	<b>Agency/Group/Organization Type</b>	Housing Services - Housing Services-Persons with Disabilities Services-Victims of Domestic Violence Services-homeless

	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Strategy
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Pillars Executive Director, Crisis Director, Stable Housing Director, and Supportive Services Director were interviewed regarding affordable housing, preventative efforts, and homeless services and facilities in the community. Specifically, the interview focused on the increase of these programs in the next five years as the demand continues to increase.
4	<b>Agency/Group/Organization</b>	HARBOR HOUSE DOMESTIC ABUSE PROGRAMS, INC.
	<b>Agency/Group/Organization Type</b>	Services-Victims of Domestic Violence
	<b>What section of the Plan was addressed by Consultation?</b>	Homeless Needs - Families with children DV
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	The Executive Director of Harbor House was interviewed regarding the need for facilities, services and truly affordable transitional housing, specifically for trafficking survivors and youth.
5	<b>Agency/Group/Organization</b>	Fox Cities Housing Coalition
	<b>Agency/Group/Organization Type</b>	Regional organization Planning organization
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Homelessness Strategy Anti-poverty Strategy

	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	The FCHC Executive Committee was interviewed to discuss strengths and gaps in the institutional delivery system overall and strategies for overcoming the gaps to be able to address priority needs.
6	<b>Agency/Group/Organization</b>	Rebuilding Together Fox Valley
	<b>Agency/Group/Organization Type</b>	Housing
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	The Executive Director and Development & Outreach Manager were interviewed regarding the affordable housing needs and gaps in services, specifically for elderly and disabled populations in the Fox Cities.
7	<b>Agency/Group/Organization</b>	Fair Housing Center of NE Wisconsin
	<b>Agency/Group/Organization Type</b>	Service-Fair Housing
	<b>What section of the Plan was addressed by Consultation?</b>	fair housing
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	The Program Services Coordinator and Senior Administrator of the Inclusive Communities Program were informally interviewed via teleconference regarding fair housing barriers to housing in the Appleton community.
8	<b>Agency/Group/Organization</b>	LEAVEN, INC.
	<b>Agency/Group/Organization Type</b>	Services - Housing
	<b>What section of the Plan was addressed by Consultation?</b>	Anti-poverty Strategy

	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	The Executive Director and Director of Client Services were interviewed to discuss quality, affordable housing and the need for increased public services.
9	<b>Agency/Group/Organization</b>	Project RUSH (Research to Understand & Solve Homelessness)
	<b>Agency/Group/Organization Type</b>	Planning organization
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Anti-poverty Strategy
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	The Project RUSH Executive Team was interviewed to discuss characteristics of instability and homelessness in the community, as well as the increased need for public services, public facilities, affordable housing, and case management for these populations.
10	<b>Agency/Group/Organization</b>	Greater Fox Cities Area Habitat for Humanity
	<b>Agency/Group/Organization Type</b>	Housing
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	The Executive Director was interviewed regarding the affordability and availability of housing due to the changes to home values and rents in the Fox Cities area.

11	<b>Agency/Group/Organization</b>	Appleton Area School District
	<b>Agency/Group/Organization Type</b>	Services-Education
	<b>What section of the Plan was addressed by Consultation?</b>	Homeless Needs - Families with children education
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	The Homeless Education & Foster Care Program Coordinator was interviewed to discuss the characteristics of school-attending homeless youth and the strengths and gaps in local collaborations.
12	<b>Agency/Group/Organization</b>	SALVATION ARMY OF THE FOX CITIES
	<b>Agency/Group/Organization Type</b>	Housing Services-homeless
	<b>What section of the Plan was addressed by Consultation?</b>	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Strategy
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	An interview was conducted with the Lead Case Manager, the Housing Retention Case Manager, the Life Skills Coordinator, and the Scattered Site Housing Case Manager regarding housing barriers to affordable housing, and the need for programming associated with mental health.
13	<b>Agency/Group/Organization</b>	BOYS & GIRLS CLUB OF THE FOX CITIES
	<b>Agency/Group/Organization Type</b>	Services-Children
	<b>What section of the Plan was addressed by Consultation?</b>	Homelessness Needs - Unaccompanied youth Homelessness Strategy

	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	The Runaway & Homeless Youth Services Assistant was interviewed to discuss the characteristics and needs of families with children who are precariously housed or at imminent risk of becoming homeless, as well as the
14	<b>Agency/Group/Organization</b>	Realtors Association of Northeast Wisconsin
	<b>Agency/Group/Organization Type</b>	Regional organization Business Leaders
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Market Analysis
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Ten members of the RANW/HBA during a regularly scheduled joint meeting to discuss housing, affordable housing needs, development, market strategies, and how the City of Appleton can coordinate more intricately with private developers
15	<b>Agency/Group/Organization</b>	City of Appleton Community and Economic Development Department
	<b>Agency/Group/Organization Type</b>	Other government - Local
	<b>What section of the Plan was addressed by Consultation?</b>	Economic Development
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	The Director, Deputy Director, and Economic Development Specialist were interviewed regarding major changes or initiatives [in the next five years] that may have an economic impact on job and business growth opportunities.
16	<b>Agency/Group/Organization</b>	City of Appleton Public Works Department
	<b>Agency/Group/Organization Type</b>	Other government - Local
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Public Facilities Needs

	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	The Director of Public Works and the Inspections Supervisor were interviewed jointly to discuss the need for public facilities, public improvements, and the characteristics of the housing stock in the City of Appleton.
17	<b>Agency/Group/Organization</b>	Apricity
	<b>Agency/Group/Organization Type</b>	Substance Abuse Recovery
	<b>What section of the Plan was addressed by Consultation?</b>	Anti-poverty Strategy substance abuse
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	The Executive Director, Residential Treatment President, and the President of Contract Packaging & Recovery Support were interviewed regarding the dynamic of their unique agency and programming, as well as the characteristics and barriers associated with individuals recovering from substance abuse.
18	<b>Agency/Group/Organization</b>	APPLETON HOUSING AUTHORITY
	<b>Agency/Group/Organization Type</b>	PHA
	<b>What section of the Plan was addressed by Consultation?</b>	Public Housing Needs
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	The Executive Director was interviewed to discuss public housing needs, current collaborations with partners, and how services offered play an integral role in the Fox Cities continuum of care.
19	<b>Agency/Group/Organization</b>	OUTAGAMIE COUNTY
	<b>Agency/Group/Organization Type</b>	Other government - Local
	<b>What section of the Plan was addressed by Consultation?</b>	emergency management/resiliency

	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	The Deputy Emergency Management Director was interviewed regarding local vulnerabilities, barriers, plans, partnerships, and connections associated with emergencies and natural disasters.
20	<b>Agency/Group/Organization</b>	NAMI Fox Valley
	<b>Agency/Group/Organization Type</b>	Services-Health
	<b>What section of the Plan was addressed by Consultation?</b>	mental health
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	The Executive Director was interviewed to discuss the characteristics of individuals suffering with mental health and addiction in the community, and the need for psychiatric/therapeutic accessibility and services.

**Identify any Agency Types not consulted and provide rationale for not consulting**

City of Appleton staff made several attempts to conduct an interview with the local internet provider, AT&T, but due to scheduling conflicts, the AT&T representative declined comment.

**Other local/regional/state/federal planning efforts considered when preparing the Plan**

<b>Name of Plan</b>	<b>Lead Organization</b>	<b>How do the goals of your Strategic Plan overlap with the goals of each plan?</b>
Continuum of Care	Wisconsin BoSCoC	The Wisconsin Balance of State Continuum of Care, of which the Fox Cities Continuum of Care is a member and the City of Appleton is an active participant, issued a 10-year Plan draft in January 2014. The WIBOSCOC’s goal to end all types of homelessness is supported by the City of Appleton through continued [financial] support to partnering agencies that provide housing and services to individuals and families that are at-risk of becoming homeless or experiencing homelessness.

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Foundations for Success	Wisconsin Interagency Council on Homelessness	The Wisconsin Interagency Council on Homelessness (ICH) was created by 2017 Act 74, and contains the secretaries or directors of eight state agencies and representatives from the four Continuum of Care organizations. The 2019-2022 Statewide Action Plan provides a roadmap for future funding initiatives, legislation, and collaboration efforts.

**Table 3 – Other local / regional / federal planning efforts**

**Narrative (optional)**

## **AP-12 Participation – 91.105, 91.200(c)**

### **1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting**

Citizens are encouraged to participate in formal public hearings and 30-day public comment periods, all of which occur prior to the adoption of every five-year Consolidated Plan. Further efforts to gain citizen participation are illustrated specifically in the 2020-2024 Consolidated Plan.

Annually citizens are encouraged to participate in formal public hearings, specific to CDBG funding, to assist in determining and prioritizing community needs. These public hearings are held during the initial stages of the application process. In recent years, the City has implemented a mandatory, pre-application CDBG training session for all interested community partners. This meeting session is also an opportunity for community partners to provide comment on the needs in the City for the upcoming program year.

**Citizen Participation Outreach**

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (if applicable)
1	Internet Outreach	Non-targeted/broad community	On August 1, 2020, the City of Appleton announced details of a mandatory subrecipient training session, which served as a pre-requisite for application and funding in the 2021 program year. This information was communicated via email to various agencies and organizations throughout the community and was posted on the City's website.	RSVP's were encouraged but not required.	N/A	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
2	Virtual Training	Non-targeted/broad community	On August 17, 2020, the City of Appleton opened a virtual pre-application subrecipient training session for all organizations and agencies in the community considering applying for CDBG funding for the 2021 program year. The virtual platform was a self-pace training module that covered the basics of CDBG from a regulatory perspective and provided an overview of City of Appleton requirements.	11 interested agencies/organizations attended the training.	N/A	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
3	Internet Outreach	Non-targeted/broad community	On September 1, 2020, the City of Appleton posted an announcement and application detailing the initiation of the 2021 program year competitive CDBG application process. This information was made available via email directly to agencies and organizations that participated in the pre-application training session.	8 agencies/organizations submitted an application.	N/A	
4	Public Hearing	Non-targeted/broad community	On September 9, 2020, Community & Economic Development Committee met to discuss and vote on recommended CDBG funding goals for 2020-2024	No comments were received.	N/A	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
5	Public Meeting	Non-targeted/broad community	On September 16, 2020, City Council met to discuss and vote on recommended CDBG funding goals for 2020-2024	No comments were received.	N/A	
6	Public Meeting	Non-targeted/broad community	On November 11, 2020, Community & Economic Development Committee met to discuss and vote on proposed CDBG funding subgrantees for the 2021 program year.	3 organization representatives were present and spoke on their appreciation for consideration of funding.	N/A	
7	Public Meeting	Non-targeted/broad community				

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (if applicable)
8	Public Meeting	Non-targeted/broad community	On November 17, 2020, City Council met to discuss and vote on proposed CDBG funding subgrantees for the 2021 program year.	No comments were received.	N/A	
9	Public Meeting	Non-targeted/broad community	On March 10, 2021, Community & Economic Development Committee met to discuss and vote on final CDBG allocations for the 2021 program year.	1 organization representative was present and spoke of their appreciation.	N/A	
10	Public Meeting	Non-targeted/broad community	On March 17, 2021, City Council met to discuss and vote on final CDBG allocations for the 2021 program year.	N/A	N/A	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (if applicable)
11	Public Meeting	Non-targeted/broad community	On June 9, 2021, Community & Economic Development Committee met to discuss and vote on the revised final CDBG allocations for the 2021 program year.	N/A	N/A	
12	Public Meeting	Non-targeted/broad community	On June 16, 2021, City Council met to discuss and vote on the revised final CDBG allocations for the 2021 program year.	N/A	N/A	

**Table 4 – Citizen Participation Outreach**

## Expected Resources

### AP-15 Expected Resources – 91.220(c)(1,2)

#### Introduction

The City of Appleton's CDBG Annual Action Plan includes a budget, which encompasses revenue from federal, state, and private agencies and will be used by many agencies in the community to address the priority needs identified throughout the Plan. The only funds, however, over which the City of Appleton maintains control in reference to this Plan are funds through the Community Development Block Grant (CDBG) program.

#### Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	619,567.00	312,426.00	691,523.00	1,623,516.00	2,086,357.00	Program income is generated specifically from the City of Appleton's Homeowner Rehabilitation Loan Program and the Appleton Housing Authority's Rehabilitation Program.

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
Other	public - federal	Economic Development Housing Public Services Other	0.00	0.00	0.00	0.00	0.00	
Other	public - federal	Other	0.00	0.00	0.00	0.00	0.00	

**Table 5 - Expected Resources – Priority Table**

**Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied**

The City of Appleton will leverage all dollars received through the CDBG program by funding activities that, overall, are only a portion of the valuable services that the awarded agencies provide to low- and moderate-income households throughout the City of Appleton.

There are no matching requirements associated with CDBG funding; however, higher consideration was given to applications that could demonstrate additional sources of funding to leverage projects.

**If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan**

The City of Appleton does not anticipate any qualified, participating agency to use any publicly-owned land or property while addressing the needs identified throughout this plan.

**Discussion**

Community Development Block Grant (CDBG) funding was awarded to programs that will perform the following activities during the 2021 program year: homebuyer assistance programs, homeowner rehabilitation programs, public service programs, public facility improvement programs, fair housing initiatives, and CDBG administration costs.

## Annual Goals and Objectives

### AP-20 Annual Goals and Objectives

#### Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Improve & maintain housing stock	2020	2024	Affordable Housing Non-Homeless Special Needs		Affordable Housing- Rehab of Existing Units	CDBG: \$307,892.00	Homeowner Housing Rehabilitated: 40 Household Housing Unit
2	Homebuyer assistance	2020	2024	Affordable Housing		Affordable Housing- Rehab of Existing Units	CDBG: \$6,000.00	Direct Financial Assistance to Homebuyers: 4 Households Assisted
5	Public facilities improvement	2020	2024	Non-Housing Community Development		Public Facilities	CDBG: \$66,528.00	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 805 Persons Assisted
7	Public services	2020	2024	Homeless Non-Homeless Special Needs		Public Services	CDBG: \$88,684.00	Public service activities other than Low/Moderate Income Housing Benefit: 53 Persons Assisted
8	Administration	2020	2024	Administration			CDBG: \$82,433.00	
9	Economic Development	2020	2021	Non-Housing Community Development		Economic Development	CDBG: \$68,030.00	Businesses assisted: 4 Businesses Assisted

**Table 6 – Goals Summary**

**Goal Descriptions**

1	<b>Goal Name</b>	Improve & maintain housing stock
	<b>Goal Description</b>	This strategic goal will be accomplished through the Appleton Housing Authority, the City of Appleton Homeowner Rehabilitation Loan Program, the Greater Fox Cities Habitat for Humanity, and Rebuilding Together Fox Valley, where current housing stock (homeowner) will be rehabilitated and improved for LMI households.
2	<b>Goal Name</b>	Homebuyer assistance
	<b>Goal Description</b>	Homebuyer assistance efforts are provided by the Appleton Housing Authority.
5	<b>Goal Name</b>	Public facilities improvement
	<b>Goal Description</b>	
7	<b>Goal Name</b>	Public services
	<b>Goal Description</b>	Various programs for at-risk populations will be provided by LEAVEN and the Appleton Police Department.
8	<b>Goal Name</b>	Administration
	<b>Goal Description</b>	This goal is accomplished through efforts of the City of Appleton and Fair Housing services.
9	<b>Goal Name</b>	Economic Development
	<b>Goal Description</b>	Provide business education, counseling, and grants to micro & small businesses



## Projects

### AP-35 Projects – 91.220(d)

#### Introduction

During the CDBG competitive application process, the City of Appleton prioritized needs and strategically allocated funding to achieve the most community impact. The proposed use of CDBG-allocated funds in the 2021-2022PY will focus on activities that:

- improve and maintain current housing stock
- create accessibility to homeownership for first-time homebuyers
- provide shelter and services to persons affected by homelessness
- revitalize public facilities
- fund costs associated with administering various programs and activities
- provide financial assistance to prevent homelessness
- provide services and opportunities for at-risk youth.

#### Projects

#	Project Name
1	Appleton Housing Authority
2	City of Appleton Administration
3	City of Appleton Homeowner Rehabilitation Loan Program
4	Fair Housing Services
5	LEAVEN, Inc.
6	Rebuilding Together Fox Valley
7	Appleton Police Department's Summer of Service
8	Greater Fox Cities Habitat for Humanity
9	The Mooring Program
10	Pillar's Adult Shelter- Safety & Security Upgrades
11	WWBIC

Table 7 - Project Information

**Describe the reasons for allocation priorities and any obstacles to addressing underserved**

## **needs**

The City of Appleton CDBG Advisory Board determined that allocation priority would go towards fully funding the public services category and then focus would be consideration of 'one time' requests improving on or increasing the current affordable housing stock. All activities funded support the City of Appleton's CDBG program goal of *"creating a thriving urban community through the provision of assistance to low- and moderate-income households in the forms of basic shelter, affordable housing opportunities, expanded economic opportunities, suitable living environments and supportive services related to residential, financial, and social stability."*

**AP-38 Project Summary**  
**Project Summary Information**

1	<b>Project Name</b>	Appleton Housing Authority
	<b>Target Area</b>	
	<b>Goals Supported</b>	Improve & maintain housing stock
	<b>Needs Addressed</b>	Affordable Housing- Rehab of Existing Units
	<b>Funding</b>	CDBG: \$37,000.00
	<b>Description</b>	The AHA will use CDBG funds to support rental rehabilitation to allow it to rehabilitate and rent out public housing properties to increase the supply of affordable housing in the City of Appleton
	<b>Target Date</b>	3/31/2026
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	An estimated 15 rental units will receive rehabilitation assistance that will enable the housing authority to open these units for households that need affordable rental options.
	<b>Location Description</b>	The Appleton Housing Authority is located at 925 W Northland Avenue in Appleton, Wisconsin. The homes that will be rehabilitated will be located within the City of Appleton, although the specific locations are still unknown.
<b>Planned Activities</b>	The Appleton Housing Authority will use the CDBG funding to assist low- and moderate-income first-time homebuyers with downpayment assistance and/or needed repairs and rehabilitation to their newly acquired home. The funds also facilitate staff salaries for administration of the First-Time Homebuyer Program.	
2	<b>Project Name</b>	City of Appleton Administration
	<b>Target Area</b>	
	<b>Goals Supported</b>	Administration
	<b>Needs Addressed</b>	
	<b>Funding</b>	CDBG: \$57,433.00
	<b>Description</b>	The City of Appleton will utilize CDBG funds to offset expenses associated with administering the CDBG program.
	<b>Target Date</b>	3/31/2022

	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	This activity will include costs associated with overseeing the day-to-date operations of the CDBG program.
	<b>Location Description</b>	The City of Appleton administrative duties will be performed by staff at City Hall, which is located at 100 N Appleton Street, Appleton, Wisconsin.
	<b>Planned Activities</b>	The City of Appleton will utilize the CDBG funds to compensate program administrative costs, such as staff time, notification or publications, and training costs associated with CDBG.
<b>3</b>	<b>Project Name</b>	City of Appleton Homeowner Rehabilitation Loan Program
	<b>Target Area</b>	
	<b>Goals Supported</b>	Improve & maintain housing stock
	<b>Needs Addressed</b>	Affordable Housing- Rehab of Existing Units
	<b>Funding</b>	CDBG: \$29,892.00
	<b>Description</b>	The HRLP will provide no downpayment, zero-interest loans to low and moderate income homeowners within the City of Appleton. These loans will compensate repairs and improvements to homes, improving the condition and increasing the overall value of the property.
	<b>Target Date</b>	3/31/2022
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	Approximately 24 low- or moderate-income families will benefit from the proposed activities.
	<b>Location Description</b>	All properties rehabilitated will be located within the City of Appleton, but their specific location is unknown at this time.
	<b>Planned Activities</b>	The City of Appleton's Homeowner Rehabilitation Loan Program will utilize the CDBG funds as project delivery costs associated with overseeing repairs and improvements to eligible homes including, but not limited to: window and roof replacement, exteriors, lead-based paint hazard mitigation, electrical, plumbing, and heating work, exterior doors, foundation work, and insulation.
<b>4</b>	<b>Project Name</b>	Fair Housing Services
	<b>Target Area</b>	

	<b>Goals Supported</b>	Administration
	<b>Needs Addressed</b>	
	<b>Funding</b>	CDBG: \$25,000.00
	<b>Description</b>	The Fair Housing Center of NE WI will provide fair housing services to City of Appleton residents.
	<b>Target Date</b>	3/31/2022
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	This is an administrative cost that is considered to satisfy the national objective of the CDBG program as a whole.
	<b>Location Description</b>	While the Metropolitan Milwaukee Fair Housing Council is located in Milwaukee, the Fair Housing Center of Northeast Wisconsin is located at 4650 West Spencer Street in Appleton, Wisconsin. The services provided with the support of CDBG funds will only pertain to City of Appleton residents.
	<b>Planned Activities</b>	The Fair Housing Center of Northeast Wisconsin conducts fair housing activities on behalf of the City of Appleton including, but not limited to: outreach and education; complaint intake and investigations; and technical assistance.
5	<b>Project Name</b>	LEAVEN, Inc.
	<b>Target Area</b>	
	<b>Goals Supported</b>	Public services
	<b>Needs Addressed</b>	Public Services
	<b>Funding</b>	CDBG: \$16,633.00
	<b>Description</b>	LEAVEN helps to ensure that people have their most basic needs met. Financial assistance is provided to those who have no other resources to draw from and is intended to help stabilize households, preventing them from slipping into greater poverty and homelessness.
	<b>Target Date</b>	3/31/2022
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	Approximately 53 households will benefit from the proposed activities.

	<b>Location Description</b>	LEAVEN is located at 1475 Opportunity Way in Menasha, Wisconsin. The services provided and reported with support of CDBG funding will pertain only to City of Appleton residents.
	<b>Planned Activities</b>	The funding will support LEAVEN's Emergency Assistance Program. This program provides rental and utility assistance to low- and moderate-income individuals and families residing in the City of Appleton.
<b>6</b>	<b>Project Name</b>	Rebuilding Together Fox Valley
	<b>Target Area</b>	
	<b>Goals Supported</b>	Improve & maintain housing stock
	<b>Needs Addressed</b>	Affordable Housing- Rehab of Existing Units
	<b>Funding</b>	CDBG: \$100,000.00
	<b>Description</b>	The project entails rehabilitation to 10 units that are owner-occupied by LMI residents, and in severe need of assistance.
	<b>Target Date</b>	3/31/2022
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	The project entails rehabilitation to 10 affordable units that are owner-occupied and in severe need.
	<b>Location Description</b>	All homes will be located in the City of Appleton.
	<b>Planned Activities</b>	RTFV intends to complete rehabilitation activities for 10 households, allowing them to remain safe and healthy in their homes.
<b>7</b>	<b>Project Name</b>	Appleton Police Department's Summer of Service
	<b>Target Area</b>	
	<b>Goals Supported</b>	Public services
	<b>Needs Addressed</b>	Public Services
	<b>Funding</b>	CDBG: \$72,051.00
	<b>Description</b>	APD will manage the summer of service program, seeking to engage youth in meaningful team based community service projects.
	<b>Target Date</b>	3/31/2022

	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	The APD's Summer of Service project will engage 30 youth in meaningful, team-based community projects. Participants must be students of the Appleton Area School District and enrolled in 10th, 11th, or 12th grade for the school year following the completion of the Summer of Service. Preference is given to those students who are in Truancy Court, at-risk of not graduating, or those recommended by school resource officers, teachers, school administrators, or local Boys & Girls Club staff.
	<b>Location Description</b>	The Summer of Service program is a truly unique program due to its wide ranging collaboration with key stakeholders in the community. The program is led by the Appleton Police Department and the Boys & Girls Club of the Fox Valley. Numerous organizations are partnered with to provide the best experience and educational opportunity possible for at-risk students. Therefore, community service acts will be undertaken at a variety of locations within the City of Appleton.
	<b>Planned Activities</b>	Summer of Service participants will be placed on supervised teams and assigned to work with different community nonprofit partners throughout the City of Appleton. Appleton Police Department High School Resource Officers will be assigned to assist in leading the program, which offers officers the opportunity to build relationships with students who are at-risk of not graduating high school. Students who complete the program are eligible for 1/2 credit elective work/study credit toward high school graduation.
<b>8</b>	<b>Project Name</b>	Greater Fox Cities Habitat for Humanity
	<b>Target Area</b>	
	<b>Goals Supported</b>	Improve & maintain housing stock
	<b>Needs Addressed</b>	Affordable Housing- Production of New Units
	<b>Funding</b>	CDBG: \$147,000.00
	<b>Description</b>	acquisition and rehabilitation of 3 single-family homes to be sold to qualified families.
	<b>Target Date</b>	3/31/2022
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	Three homes will be acquired and rehabilitated.

	<b>Location Description</b>	The location of the homes for acquisition have not been determined, but will be located in the City of Appleton.
	<b>Planned Activities</b>	Habitat for Humanity will use funding for property acquisition and rehabilitation/renovation of three single-family homes that will be sold to qualifying families seeking homeownership.
9	<b>Project Name</b>	The Mooring Program
	<b>Target Area</b>	
	<b>Goals Supported</b>	Public facilities improvement
	<b>Needs Addressed</b>	Public Facilities
	<b>Funding</b>	CDBG: \$39,343.00
	<b>Description</b>	The Mooring Programs will utilize CDBG funds to repair and rehabilitate their Men's Apartment Program facilities as they transition through treatment services for substance abuse.
	<b>Target Date</b>	3/31/2022
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	Reconditioning of six residential treatment houses near the main facility, as well as the main facility building, which together provide a continuum of care beyond a 28-day program.
	<b>Location Description</b>	Rehabilitation at the following locations: 610 Lawrence Street; 131 S State Street; 415 S State Street; 617/619 Seventh Street; 607 W Seventh St. All properties are located within the City of Appleton.
<b>Planned Activities</b>	CDBG funds will be utilized for rehabilitation purposes, including but not limited to: foundation grading, sealing and painting; replacement of driveways; repair/replacement of roofs; replacement of water heaters; lighting upgrades, and kitchen upgrades.	
10	<b>Project Name</b>	Pillar's Adult Shelter- Safety & Security Upgrades
	<b>Target Area</b>	
	<b>Goals Supported</b>	Public facilities improvement
	<b>Needs Addressed</b>	Public Facilities
	<b>Funding</b>	CDBG: \$27,185.00
	<b>Description</b>	This project entails upgrading the safety & security technical systems.
	<b>Target Date</b>	3/31/2022

	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	Upgrading the technological system will provide approximately 550 persons with safe and reliable accommodations.
	<b>Location Description</b>	This project will occur at 1928 W College Ave, Appleton WI.
	<b>Planned Activities</b>	Pillars intends to contract services to replace the current system with a more updated, modernized version.
<b>11</b>	<b>Project Name</b>	WWBIC
	<b>Target Area</b>	
	<b>Goals Supported</b>	Economic Development
	<b>Needs Addressed</b>	Economic Development
	<b>Funding</b>	CDBG: \$68,030.00
	<b>Description</b>	This project entails providing business education and counseling to 85 individuals considering small business ownership.
	<b>Target Date</b>	3/31/2022
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	Four businesses will receive business education, counseling, and grants.
	<b>Location Description</b>	All businesses will be located in the City of Appleton.
	<b>Planned Activities</b>	WWBIC intends to assist four micro or small businesses in the community.

## **AP-50 Geographic Distribution – 91.220(f)**

### **Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed**

The City of Appleton will not have a designated geographic area within the jurisdiction where funds are allocated. However, activities benefitting persons, facilities, or housing within the census block groups that HUD has designated as meeting the 51 percent LMI threshold will be given priority.

### **Geographic Distribution**

<b>Target Area</b>	<b>Percentage of Funds</b>

**Table 8 - Geographic Distribution**

### **Rationale for the priorities for allocating investments geographically**

The City of Appleton will not have a designated geographic area within the jurisdiction where funds are allocated. However, activities benefitting persons, facilities, or housing within the census block groups that HUD has designated as meeting the 51 percent LMI threshold will be given priority.

### **Discussion**

The City of Appleton will not have a designated geographic area within the jurisdiction where funds are allocated. However, activities benefitting persons, facilities, or housing within the census block groups that HUD has designated as meeting the 51 percent LMI threshold will be given priority.

## Affordable Housing

### AP-55 Affordable Housing – 91.220(g)

#### Introduction

The City of Appleton invests federal funds into the development of rental and homeownership units and the rehabilitation and repair of existing homeowner units. This section shows specific goals for the number of homeless, non-homeless and special needs households that will be provided affordable housing during the 2021 program year. Also shown are the number of affordable housing units that will receive CDBG funding. Programs that will provide these units through the CDBG program are: the City of Appleton's Homeowner Rehabilitation Loan Program, the Appleton Housing Authority, Greater Fox Cities Habitat for Humanity, and Rebuilding Together Fox Valley.

<b>One Year Goals for the Number of Households to be Supported</b>	
Homeless	0
Non-Homeless	40
Special-Needs	0
Total	40

**Table 9 - One Year Goals for Affordable Housing by Support Requirement**

<b>One Year Goals for the Number of Households Supported Through</b>	
Rental Assistance	0
The Production of New Units	0
Rehab of Existing Units	37
Acquisition of Existing Units	3
Total	40

**Table 10 - One Year Goals for Affordable Housing by Support Type**

#### Discussion

## **AP-60 Public Housing – 91.220(h)**

### **Introduction**

The Appleton Housing Authority's mission is "to provide decent, safe, and quality housing for individuals and families that need rent affordability along with opportunities and programming for participants desiring to become self-sufficient." The City of Appleton will provide funding to support the Appleton Housing Authority's Homebuyer Program, which provides assistance for downpayments and needed repairs or upgrades for the homes that are purchased, as well as counseling services for first-time homebuyers.

### **Actions planned during the next year to address the needs to public housing**

While the City of Appleton does not provide CDBG funding to the Appleton Housing Authority in support of its public housing program, CDBG funds are allocated in support of the Appleton Housing Authority's Homebuyer Program, which includes downpayment assistance, rehabilitation financial assistance, and counseling services.

### **Actions to encourage public housing residents to become more involved in management and participate in homeownership**

By supporting the Appleton Housing Authority's Homebuyer Program, public housing residents have the opportunity to learn about homeownership through homebuyer education classes. Completing these classes initiates the process of becoming a first-time homebuyer and receiving financial assistance for downpayments or needed repairs on their newly-purchased home.

### **If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance**

The Appleton Housing Authority is not designated as troubled.

### **Discussion**

Overall, the Housing Authority is provided CDBG funding to support its Homebuyer Program only. The Homebuyer Program is an acquisition/rehabilitation program that promotes affordable housing and financial assistance to low- and moderate-income households, while revitalizing neighborhoods.

## **AP-65 Homeless and Other Special Needs Activities – 91.220(i)**

### **Introduction**

The City of Appleton awarded 2021 program year CDBG funding to several agencies that impact and support the needs of the homeless and special needs populations in the community.

The definition of the special needs population in the City of Appleton was derived after consulting with several nonprofit, supportive service providing agencies in the Appleton area. The most prevalent, but certainly not exclusive, characteristics of the population were:

- Persons affected by mental health issues;
- Persons with alcohol and drug addictions; and
- Elderly in need of supportive services for health and housing issues

### **Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including**

#### **Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs**

The City of Appleton continues to be an active member of the local Fox Cities Housing Coalition (FCHC), serving as the lead agency and fiscal administrator for Continuum of Care (CoC) and Emergency Homeless and Housing (EHH) grant funding into the community. While 2021 program year CDBG funding will only be supporting LEAVEN, Inc, both CoC and EHH funds significantly support other agencies and their efforts to serve the homeless population in the community.

Specifically, through the EHH funds, Pillar's Adult & Family Shelter- a local emergency shelter- provides a Street Outreach program which entails staff physically seeking and reaching out to unsheltered homeless persons in the community. This program allows connections to be made, services to be offered, and relationships to be developed on the terms of the individual experiencing homelessness.

During the January 2021 Point in Time count, the Fox Cities, including the City of Appleton, identified 23 persons experiencing homelessness. The City of Appleton, in collaboration with the community, will continue to strive to serve these individuals, and others as necessary, by continuing to reach out to them and encourage them to utilize available resources in the community.

#### **Addressing the emergency shelter and transitional housing needs of homeless persons**

The Appleton Housing Authority and the Salvation Army of the Fox Cities collaborate to provide transitional housing options and supportive services through a Tenant Based Rental Assistance (TBRA)

program. This program serves approximately 40 households annually.

Pillars Inc. and Harbor House have continued to collaborate and provide six transitional housing beds and supportive services specifically for domestic violence victims transitioning out of shelter. On average, eight households are served each year through this initiative.

Ascend, a Pillars initiative in collaboration with NAMI Fox Valley, serves young adults [aged 18-24] with a mental health challenge navigate their transition from adolescence to an adulthood of self-sufficiency and stability.

Emergency shelter needs will continue to be addressed through Emergency Homeless and Housing (EHH) grant and will continue to change and expand based on the needs in the community. Under the Wisconsin Balance of State Continuum of Care's (WIBOSCO) coordinated entry process, access to services and programming- initiated at the shelter level- has proven efficient and client-driven.

**Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again**

The City of Appleton will continue to use CDBG funds to support agencies in the community proposing to provide public service activities that assist homeless persons by providing temporary shelter and accessibility to services that lead to permanent housing solutions. Specifically, for the 2021 program year, the City awarded funding to:

LEAVEN, Inc., who offers an Emergency Assistance Program which provides rental and utility assistance to families and individuals on the verge of homelessness.

The City of Appleton also awarded 2021 program year funding to agencies- including the City of Appleton's Homeowner Rehabilitation Loan Program, the Appleton Housing Authority, and Rebuilding Together Fox Valley - proposing rehabilitative housing activities to maintain affordable housing units and educational skill building as an effort to provide additional affordable housing options and prevent homelessness.

**Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services,**

## **employment, education, or youth needs.**

LEAVEN, Inc. helps ensure that individuals have their most basic needs met. Financial assistance is provided to those who have no other resources to draw from and is intended to help stabilize households, preventing them from slipping into greater poverty and homelessness. LEAVEN's Emergency Rental Assistance program provides rental assistance to low- and moderate-income individuals and families residing in the City of Appleton in efforts to cancel evictions, secure affordable housing, and forestall foreclosure actions.

Rebuilding Together Fox Valley's core mission is to improve the homes and lives of low-income homeowners, allowing them to remain safe and healthy in their home. Not only are the homeowners able to age in place, but they are able to sustain affordable housing.

Pillars, Inc. offers and provides emergency shelter and supportive service programs for residents of the City of Appleton, as well as surrounding communities. Through the 2021 CDBG program, Pillars intends to upgrade their technological system to allow for security improvements.

The Greater Fox Cities Habitat for Humanity's homeownership program offers affordable units to qualified families seeking homeownership.

While the Appleton Police Department's program is not specific to low- and moderate-income homeless persons, it is intended to serve a special population as defined by HUD. The Summer of Service program is offered to at-risk youth, engaging them in meaningful team-based community service projects, instilling positive attitudes towards education and empowering them to acquire valuable life skills. By focusing on instilling these attitudes and life skills. While not a requirement, nearly all participants' households are considered low- and moderate-income. The results contribute to the overall intent of the program by attempting to break the cycle of poverty and prevent any episodes of homelessness. The City of Appleton's role as the lead financial agent for CoC and EHH funds facilitates and encourages Fox Cities Housing Coalition member-agencies to provide services to extremely low-income persons and assist them with services needed as they navigate through the systems of care in the area.

## **Discussion**

## **AP-75 Barriers to affordable housing – 91.220(j)**

### **Introduction:**

The City of Appleton, through a collaboration with the Metropolitan Milwaukee Fair Housing Council (MMFHC), updated the Analysis of Impediments to Fair Housing Choice report. The 2020 Analysis identifies barriers to equal housing access based on quantitative data contained in various sections of the report, and based on qualitative information gleaned from community input. The impediments identified [below] are not listed in order of priority.

Private-market housing discrimination;

1. Affordable housing location;
2. Lack of affordable, accessible housing;
3. Private-market refusal to permit reasonable accommodations/modifications;
4. Lending discrimination and disparities; and
5. Critical shortage of affordable rental housing and limited housing assistance.

The 2020 Analysis of Impediments *Fair Housing Goals and Strategies* section identifies goals and strategies designed to redress impediments to fair housing. Each goal has a number of strategies to make progress toward the goal. Each strategy contains a timeframe for action, a measure of achievement, and the entity at each municipality that is responsible for implementing the strategies.

**Goal 1:** Continue efforts to ensure adequate supply of housing affordable to all income levels in the community;

**Goal 2:** Increase fair housing choice and decrease housing discrimination;

**Goal 3:** Continue funding the City of Appleton’s Neighborhood Program to encourage the establishment and support of neighborhood organizations; and

**Goal 4:** Increase access to consumer education in a culturally appropriate context.

**Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the**

## **return on residential investment**

Under *Goal 1: Continue efforts to ensure adequate supply of housing affordable to all income levels in the community*, listed above, the City of Appleton has identified eight strategies to make progress toward removing or ameliorating the barriers to affordable housing. Strategies specific to the removal or amelioration of the negative effects of public policy that serve as barriers include [in no particular order]:

**Strategy 1-** Support a variety of housing programs to defray the costs of rental housing or homeownership, marrying financial tools such as historic preservation, DNR grants, and opportunity zones;

**Strategy 2-** Promote and support private sector investment in affordable housing through TIF financing, LIHTC projects, and other state/federal financial resources; and

**Strategy 3-** Consider utilizing Central Business District (CBD) zoning in other areas of the City to promote denser in-fill and housing development.

### **Discussion:**

The City of Appleton is currently under contract with the Metropolitan Milwaukee Fair Housing Council to update the Analysis of Impediments, in conjunction with the 2020-2024 Consolidated Plan. It is anticipated that updated amelioration efforts will be proposed upon implementation of the updated Consolidated Plan.

## **AP-85 Other Actions – 91.220(k)**

### **Introduction:**

The City of Appleton's 2020-2024 Consolidated Plan outlines various strategies addressing obstacles in meeting underserved needs, fostering and maintaining affordable housing, reducing lead-based paint hazards, reducing poverty, improving institutional structure, and enhancing coordination between housing and social service agencies.

### **Actions planned to address obstacles to meeting underserved needs**

The Fox Cities Housing Coalition (FCHC), of which the City of Appleton is a member agency, is designed to promote community-wide commitment to the goal of ending homelessness; provide programming and housing for underserved and homeless individuals and families; promote access to and effect utilization of mainstream programs; and optimize self-sufficiency among underserved and homeless individuals and families. This continuum begins with emergency shelter programs, continues through transitional housing programs, and on to permanent affordable housing options. Nearly all of the 2021 program year funds are subawarded to agencies that are FCHC members, and operate programs that address underserved needs.

### **Actions planned to foster and maintain affordable housing**

The City of Appleton has primarily used its CDBG funds to support affordable housing activities in various ways for homeowners and first-time homebuyers. The City will continue to fund similar efforts in the 2021 program year through subawards to Rebuilding Together Fox Valley, the Appleton Housing Authority, Greater Fox Cities Habitat for Humanity, and the City's Homeowner Rehabilitation Loan Program.

### **Actions planned to reduce lead-based paint hazards**

The City of Appleton continues to allocate CDBG funds each program year supporting its Homeowner Rehabilitation Loan Program, which provides low- and moderate-income homeowners with the financial ability to make repairs to their homes. A requirement for participation in this program is that items not meeting code and all lead paint hazards be rehabilitated as part of the loan funding.

The City also continues to support the Appleton Housing Authority's Homebuyer Program, which will include rehabilitation. Lead hazards are identified and remediated during the rehabilitation process.

In addition, the City of Appleton Health Department and the City's Homeowner Rehabilitation Loan Program work collaboratively to identify homes where young children may be adversely affected in the

dangers of lead-based paint and removal of those hazards.

### **Actions planned to reduce the number of poverty-level families**

In an effort to reduce the number of poverty-level families, the City of Appleton awarded 2021 program year funds to a an emergency shelter, a rental assistance program for individuals on the brink of homelessness, and a community service at-risk youth program. All of these programs and projects directly serve individuals and families that are facing financially challenging situations. The services offered and the constant collaboration among agencies provide the necessary direction and opportunities toward achieving financial independence and stable housing, while also decreasing the likelihood of homelessness.

The City of Appleton continues to provide funding to the City's Homeowner Rehabilitation Loan Program, the Appleton Housing Authority, Greater Fox Cities Habitat for Humanity, and Rebuilding Together Fox Valley in an effort to rehabilitate and maintain affordable housing opportunities in the Appleton community.

### **Actions planned to develop institutional structure**

The institutional structure through which the City of Appleton carries out its plans is strong due to framework already in place, and as such, does not have any specific actions planned to modify it.

The City is the financial agent for the Continuum of Care (CoC) and Emergency Homeless and Housing (EHH) grants, and an active member, of the Fox Cities Housing Coalition. The Appleton Housing Authority receives a CDBG allocation for its Homebuyer Program and also coordinates with the Health Department to provide services to its senior population. These relationships allow for a high level of interaction resulting in coordination of services between the City and agencies that may be supported by CDBG funding.

### **Actions planned to enhance coordination between public and private housing and social service agencies**

While there does not appear to be a gap in the structure, the City of Appleton continuously works to further enhance coordination of services between nonprofit organizations and public institutions. The City of Appleton is an actively participating member of the Fox Cities Housing Coalition, a local continuum of services. All member agencies of the Coalition actively seek to enhance coordination and collaboration between services and agencies, and reduce any level of duplication

### **Discussion:**

## Program Specific Requirements

### AP-90 Program Specific Requirements – 91.220(I)(1,2,4)

#### Introduction:

#### Community Development Block Grant Program (CDBG) Reference 24 CFR 91.220(I)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
<b>Total Program Income:</b>	<b>0</b>

#### Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	90.59%





**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 F-25, Sanitary and Storm Sewer Cleaning & Televising

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**Be awarded to:**

Name: Green Bay Pipe & TV, LLC  
Address: 1100 Columbia Avenue  
Green Bay, WI 54303

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

**With a** \_\_\_\_\_ **% contingency of :** \_\_\_\_\_

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

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

**In an amount Not To Exceed :**                   \$307,500.00

Budget:                   \$307,500.00  
Estimate:                  \$305,000.00  
Committee Date:                   06/24/25  
Council Date:                       07/02/25

F-25 Sanitary & Storm Sewer Cleaning and Televising (#9699094)

Owner: Appleton WI, City of

Solicitor: Appleton WI, City of

06/09/2025 01:45 PM CDT

Section Title	Line Item	Item Code	Item Description	UofM	Quantity	Green Bay Pipe & TV, LLC		AQUALIS	
						Unit Price	Extension	Unit Price	Extension
F-25 BASE BID							<b>\$348,160.00</b>		<b>\$396,125.00</b>
	1	1	Sanitary Sewer Cleaning	lin.ft.	230000	\$0.48	\$110,400.00	\$0.55	\$126,500.00
	2	2	Sanitary Sewer Televising	lin.ft.	230000	\$0.47	\$108,100.00	\$0.54	\$124,200.00
	3	3	Storm Sewer Cleaning	lin.ft.	115000	\$0.48	\$55,200.00	\$0.55	\$63,250.00
	4	4	Storm Sewer Televising	lin.ft.	115000	\$0.47	\$54,050.00	\$0.54	\$62,100.00
	5	5	6" Sanitary or Storm Sewer Cleaning	lin.ft.	1000	\$0.35	\$350.00	\$0.55	\$550.00
	6	6	6" Sanitary or Storm Sewer Televising	lin.ft.	1000	\$0.35	\$350.00	\$0.54	\$540.00
	7	7	Lateral Televising (Sanitary or Storm)	each	130	\$137.00	\$17,810.00	\$129.50	\$16,835.00
8	8	Stormceptor Cleaning & Inspection	each	1	\$1,900.00	\$1,900.00	\$2,150.00	\$2,150.00	
Base Bid Total:							\$348,160.00		\$396,125.00



DEPARTMENT OF  
**UTILITIES**

**Department of Utilities**  
Wastewater Treatment Facility  
2006 East Newberry Street  
Appleton, WI 54911  
p: 920-832-5945  
f: 920-832-5949

[www.appletonwi.gov/government/utilities](http://www.appletonwi.gov/government/utilities)

## MEMORANDUM

**Date:** June 18, 2025  
**To:** Chairperson Vered Meltzer and Members of the Utilities Committee  
**CC:** Ryan Rice, Deputy Director of Utilities  
Kelli Rindt, Enterprise Accounting Fund Manager  
**From:** Chris Stempa, Director of Utilities  
**Subject:** **Action: Approve Contract Amendment #2 to McMahon for Phase I Solids Dewatering Equipment Upgrades for a deduct to design and construction management services in the amount of \$5,461 decreasing the contract amount from \$352,872 to \$347,411**

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### BACKGROUND:

The Appleton Wastewater Treatment Plant (AWWTP) Phase I Solids Dewatering Equipment Upgrades Project engineering service contract was awarded to McMahon by Common Council on February 3, 2021 in the amount \$325,872 with a 10% contingency of \$32,587 for a Project Total not to exceed \$358,459. Owner directed changes in contract scope occurred over the course of the preliminary engineering phase in May 2021 as part of Contract Amendment #1 (\$27,000, approved by Common Council on June 2, 2021).

### CONTRACT AMENDMENT #2

McMahon is providing a credit of \$5,461 in recognition of the costs required to relocate the Belt Filter Press Conveyor #2. That credit or contract deduct offsets the full cost incurred by the Utilities Department as part of the project through Staab Construction.

### RECOMMENDATION

Amendment #2 would result in the Phase I Solids Dewatering Equipment Upgrades contract with McMahon decreasing from \$352,872 to \$347,411.

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



## DEPARTMENT OF UTILITIES

**Department of Utilities**  
Wastewater Treatment Plant  
2006 East Newberry Street  
Appleton, WI 54915  
p: 920-832-5945  
f: 920-832-5949

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

### MEMORANDUM

**Date:** July 2, 2025  
**To:** Chairperson Vered Meltzer and Members of the Utilities Committee  
**From:** Chris Stempa, Director of Utilities  
**CC:** Ryan Rice, Deputy Director of Utilities  
**Subject:** **Utilities Committee Action: Award AWWTP Digester Cleaning and Inspection Support contract to Staab Construction Corporation in the amount of \$122,600 with a 15% contingency of \$18,390 for a total not to exceed \$140,990**

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### BACKGROUND:

The Appleton Wastewater Treatment Plant (AWWTP) operates two 2.2-million gallon (Mgal) egg-shaped digesters (ESDs) that produce methane and carbon dioxide through the biological conversion of organic material under anaerobic conditions present in the ESDs. The ESDs are the primary treatment process that stabilizes and reduces volume of the several solids waste streams from various treatment processes along with hauled-in, high-strength waste. These waste streams are comingled and then pumped to the ESDs for treatment. The ESDs operate in the mesophilic range (85 - 100°F), typically at 95°F. Digester gas (DG) generated by the anaerobic process is collected at the top of the ESDs. Each digester is 113.56-feet tall and 80-feet in diameter at the girth. The nominal liquid height is 105.5 ft. The two ESDs are designed to operate in parallel, providing a total digestion volume of 4.4-Mgal.

The ESDs were originally commissioned in 1993 and were last taken offline in 2010 and 2011 as part of an inspection, maintenance, and improvements project. The interior inspections performed as part of that work found much of the coating system to be largely intact. However, there was evidence where areas of the coal tar epoxy finish had lost thickness or was nearly absent at the lower elevations of the ESDs. Interior coating repairs or wholesale replacement were not recommended at that time because the interior carbon steel did not show signs of substantial corrosion or metal deterioration except for localized shallow pitting at some of the welded seams.

Donohue was contracted in September 2024 to develop the most effective method to perform ESD inspections, anticipated maintenance and repairs including planned improvements with the least downtime and impact to treatment operations. On June 6, 2026, Donohue facilitated a formal Request for Quotation (RFQ) process on behalf of the Appleton Department of Utilities, Wastewater Division. The RFQ included a scope of work that will target the interior inspection of the lower elevation of one ESD between August and September 2025. The findings of the inspection will provide important insights into the subsequent design phase and produce bidding documents for top-to-bottom inspections of both ESDs in 2026 along with other improvements identified by AWWTP staff.

## QUOTATION PROCESS

Donohue submitted RFQs to three firms on June 6, 2025. Each firm has successfully completed work at the AWWTP in the past and demonstrated the ability to effectively manage a complex scope of work such as this in a finite amount of time while ensuring safety and regulatory compliance. It is critical that the work provides an accurate assessment of this critical infrastructure by leveraging specialized expertise and experience.

A mandatory pre-quotation meeting was held at the AWWTP on June 17, 2025. Only two of the three firms attended the mandatory pre-quotation meeting and facility walkthrough. Quotations were received by July 2, 2025 deadline and are summarized below.

**Table 1: Digester Inspection Quote Summary**

<b>Company</b>	<b>Quote</b>
August Winter & Sons	DNP
JF Ahern	\$235,000
Staab Construction	\$122,600

DNP: Did not proposed.

## RECOMMENDATION:

I am recommending the contract award for the AWWTP Digester Cleaning and Inspection Support contract to Staab Construction Corporation in the amount of \$122,600 with a 15% contingency of \$18,390 for a total not to exceed \$140,990

If you have any questions or require additional information regarding this project, please contact Chris Stempa at 920-832-2353.

## Memorandum

**TO:** Fox Cities Transit Commission, City of Appleton Common Council

**FROM:** Ron McDonald, General Manager

**DATE:** June 20, 2025

**RE:** Award Recommendation for Full Fleet CAD/AVL System Hardware Upgrade and Software Subscription Extension

### **BACKGROUND**

Each Valley Transit bus is equipped with hardware to support the Computer-Aided Dispatch/Automatic Vehicle Location (CAD/AVL) system. The CAD/AVL system provides staff with vital service oversight tools, integrates with multiple onboard systems, and supplies required data for funding partner reports (local, state & federal). Additionally, the system manages important passenger information systems, like onboard stop announcements, text messaging, interior & exterior LED signs, real-time stop/route arrival data, and data feeds for 3<sup>rd</sup> party apps, like Google and Apple Maps.

Valley Transit's CAD/AVL system vendor is GMV. The current hardware is comprised of a rugged Android tablet, communication cabling and various sub-component devices located in the bus's equipment cabinet. The system integrates and communicates with the farebox, exterior & interior signs, onboard announcement system and automatic passenger counters above each door. Beyond the onboard features, the system provides service data to cloud-based software using cell data provided by an onboard router.

Valley Transit has utilized CAD/AVL technology since 2011. The GMV system was purchased in January 2023. This procurement was reviewed and approved by the FCTC on 1/24/2023. GMV's proposal for hardware included reuse of existing rugged Android tablets (GETAC ZX70) purchased by Valley Transit in 2018 under the previous CAD/AVL vendor. GMV was able to incorporate the mid-life tablets, which resulted in significant initial capital savings. At the time of purchase, Valley Transit's plan was to phase in new hardware after the tablet lifespan was reached.

The existing tablets have surpassed their useful life and are no longer supported by the manufacturer. Valley Transit has experienced a few tablets failures over the past year. A fleet-wide hardware replacement is required to maintain the CAD/AVL system.

### **ANALYSIS**

GMV launched a new onboard hardware solution called GMV Hub ("Hub") in 2024. The Hub is essentially a computer/vehicle logic unit designed for the transit operating environment. With the Hub, the CAD/AVL system no longer relies on an Android tablet to provide computing power and manage onboard systems. The Hub device consolidates all sub-components and processing into a small box that is installed in the onboard equipment cabinet.

The new hardware has several advantages in design and function when compared to the existing Android tablet-based system. The rugged Hub computer has a much longer service life than the tablet system. Rugged tablets

begin to fail after 5 years of transit service. The new Hub system has a service life of 10+ years. The tablet's Android operating system is not controlled by the CAD/AVL software vendor. Android security and operating system updates can happen unexpectedly and require app changes. Conversely, the new Hub operating system was developed and managed by GMV, which eliminates unpredicted operating system changes. The Hub device is designed with multiple interface ports and allows for direct integration with onboard systems, while the tablet has limited ports and relies on many subcomponent devices.

For the bus operator, the new system hardware includes a 10" touch screen with a redeveloped display designed to provide better data, including a mapping feature for navigation, next stop display, ontime performance, clock and large menu icons for other common tasks. The existing tablet-based system has a 7" display, large tablet cradle/mount and multiple cable connections. The cable connections into the tablet cradle cause several areas for potential system disconnect failure. The new display is simply a screen with a hardwired power and cable to the Hub computer. This will eliminate several communication failure points of the tablet-based system.

This hardware upgrade project also includes the replacement of onboard automatic passenger counter (APC) sensors. All Valley Transit buses are equipped with APC sensors above each bus door. The current sensor model was installed in 2018 and is no longer supported by the manufacturer, Dilax. During installation, GMV would replace these sensors with modern 3D scan sensors manufactured by IRIS. Sensor replacement is designed to support future data projects and provides more accurate counting of passenger boardings and alightings.

Since the GMV system deployment, Valley Transit has experienced quality service and found GMV to be a responsible and responsive vendor. Valley Transit also checked the reference from a recent deployment of the Hub system in La Crosse, WI to confirm system reliability. The La Crosse Municipal Transit Utility project manager stated that the system has been successful and provided a positive reference. GMV's current customer base focuses on small to mid-size transit systems, which will continue to benefit Valley Transit as the product evolves over the contract term.

Valley Transit is requesting a sole source purchase to upgrade CAD/AVL system hardware and extension of its contract with GMV. The current software agreement with GMV ends in 2028. Since the new hardware has a useful life well beyond 2028, this project seeks to extend the existing annual SaaS (software as a service) agreement by 3 years with 2 option years. This extension is also designed to allow Valley Transit to re-evaluate CAD/AVL solutions prior the next bus replacement process. Valley Transit staff completed a sole source justification and cost reasonableness analysis of the proposal received from GMV. The sole source decision was reviewed and approved by City of Appleton purchasing staff.

If approved, Valley Transit anticipates hardware installation to occur in the fourth quarter of 2025 or early in 2026.

### **FISCAL IMPACT**

The full fleet hardware upgrade has a total cost of \$296,996. This amount includes upgraded hardware (Hub/vehicle logic unit, driver display, APC sensors, small network switch and cabling), installation, training and engineering for Valley Transit's full fleet of 28 buses. Valley Transit requests an additional 10% contingency for unknown costs that may occur during implementation. This brings the total fiscal impact to \$328,896.

The annual software as a service fee for each year during the five-year extension (2028-2032) would be \$38,853.

Existing federal capital grants would cover 80% of the hardware costs. The remaining cost would be expensed from Valley Transit's annual budget. The annual software as a service fee in future contract years are included in Valley Transit's annual budgets and is paid for by State and Federal grants (60%) and local share (40%).

**RECOMMENDATION**

Staff recommends issuing a purchase order to GMV to include the hardware upgrade and to extend the annual software agreement beyond 2028 for three years and two additional option years.

**71-25**

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

(Municipal Services Committee 6-18-2025)

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

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

**INSTALL STOP SIGNS ON:**

Edgemere Drive at Kensington Drive

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

**72-25**

**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 6-18-2025)

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 school days from 7:00 a.m. to 4:00 p.m. on the north side of Florida Avenue from Durkee Street to a point 27 feet west of Durkee Street.

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

### **73-25**

**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 6-18-2025)

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 Durkee Street from Florida Avenue to a point 25 feet north of Florida Avenue.

**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.

**74-25**

**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 6-18-2025)

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 north side of Florida Avenue from Durkee Street to a point 45 feet east of Durkee Street.

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

**75-25**

**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 6-18-2025)

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 restricted to two hours on school days from 7:00 a.m. to 4:00 p.m. on the north side of Florida Avenue a point 45 feet east of Durkee Street to a point 433 feet east of Durkee Street.

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

## **76-25**

### **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 6-18-2025)**

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 school days from 7:00 a.m. to 4:00 p.m. on the east side of Durkee Street from Florida Avenue to a point 170 feet north of Florida Avenue.

**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.

**77-25**

**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 6-18-2025)

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.

No Parking/Passenger Loading Zone/No Unoccupied Vehicles from 7:00 a.m. to 4:00 p.m. on school days on east side of Durkee Street a point 170 feet north of Florida Avenue to a point 422 feet north of Florida Avenue.

**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.

**78-25**

**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 6-18-2025)

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 school days from 7:00 a.m. to 4:00 p.m. on the east side of Durkee Street from a point 422 feet north of Florida Avenue to a point 535 feet south of Capitol 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.

### **79-25**

**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 6-18-2025)

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 school days from 7:00 a.m. to 4:00 p.m. on the east side of Durkee Street from Capitol Drive to a point 178 feet south of Capitol 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.

**80-25**

**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 6-18-2025)

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 school days from 7:00 a.m. to 4:00 p.m. on west side of Durkee Street from Capitol Drive to a point 510 feet south of Florida Avenue.

**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.

**81-25**

**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 6-18-2025)

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 school days 7:00 a.m. to 4:00 p.m. on the south side of Florida Avenue from a point 85 feet east of Durkee Street to a point 450 feet east of Durkee Street.

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

### **82-25**

**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 6-18-2025)

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 repealed:

***Ord. 173-11:*** “Stopping, standing and parking be prohibited on school days from 7:30 a.m. to 4:30 p.m. on the south side of Florida Avenue from Durkee Street to a point 140 feet west of Durkee Street.”

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

**83-25**

**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 6-18-2025)

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 south side of Florida Avenue from Durkee Street to a point 75 feet west of Durkee Street.

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

**84-25**

**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 6-18-2025)

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.

Designate a Loading Zone from 6:00 a.m. to 1:00 p.m. on School Days on the east side of Durkee Street from Circle Street to a point 75 feet south of Circle Street.

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

### **85-25**

**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 6-18-2025)

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 Ashbury Drive from Providence Avenue to a point 52 feet east of Providence Avenue.

**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.

**86-25**

**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 6-18-2025)

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 north side of Ashbury Drive from Providence Avenue to a point 70 feet west of Providence Avenue.

**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.

**87-25**

**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 6-18-2025)

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 Providence Avenue from Ashbury Drive to a point 57 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.

**88-25**

**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 6-18-2025)**

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 west side of Providence Avenue from Ashbury Drive to a point 98 feet south 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.

**89-25**

**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 6-18-2025)

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 a point 150 feet south of Ashbury Drive to a point 50 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.

**90-25**

**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 6-18-2025)

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 north side of Ashbury Drive from Lightning Drive to a point 171 feet west of Lightning 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.

**91-25**

**AN ORDINANCE AMENDING THE  
COMPREHENSIVE PLAN FOR THE  
CITY OF APPLETON.**

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

**Section 1:** The Comprehensive Plan 2010-2030 Future Land Use Map for the following area of the city be amended as follows:

**#1-25:** For land generally located at the northeast corner of E. Goodland Drive and N. Conkey Street (Tax Id #31-1-6723-12) to amend the subject parcel from future Business/Industrial land use designation to future Commercial land use designation and the Future Land Use Map be revised accordingly.

**LEGAL DESCRIPTION:**

LOT FOUR (4), CERTIFIED SURVEY MAP NO. 3490 RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR OUTAGAMIE COUNTY, WISCONSIN ON MAY 7, 1999, IN VOLUME 18 OF CERTIFIED SURVEY MAPS ON PAGE 3490 AS DOCUMENT NO. 1325228, BEING PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, TOGETHER WITH PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, TOGETHER WITH PART OF LOT 3, CERTIFIED SURVEY MAP NO. 3262, ALL IN THE EAST HALF OF SECTION 18, TOWNSHIP 21 NORTH, RANGE 18 EAST, LOCATED IN THE CITY OF APPLETON, OUTAGAMIE COUNTY, WISCONSIN, INCLUDING TO THE CENTERLINE OF THE ADJACENT STREET RIGHT-OF-WAY.

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

**92-25**

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

(City Plan Commission 07-16-2025)

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

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

To rezone lands generally located at the northeast corner of E. Goodland Drive and N. Conkey Street (Tax Id #31-1-6723-12) and to the centerline of adjacent right-of-way from M-1 Industrial Park District to C-2 General Commercial District. (Rezoning #4-25 – Health Management Partners LLC, owner and OPN Architects, applicant)

**LEGAL DESCRIPTION:**

LOT FOUR (4), CERTIFIED SURVEY MAP NO. 3490 RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR OUTAGAMIE COUNTY, WISCONSIN ON MAY 7, 1999, IN VOLUME 18 OF CERTIFIED SURVEY MAPS ON PAGE 3490 AS DOCUMENT NO. 1325228, BEING PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, TOGETHER WITH PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, TOGETHER WITH PART OF LOT 3, CERTIFIED SURVEY MAP NO. 3262, ALL IN THE EAST HALF OF SECTION 18, TOWNSHIP 21 NORTH, RANGE 18 EAST, LOCATED IN THE CITY OF APPLETON, OUTAGAMIE COUNTY, WISCONSIN, INCLUDING TO THE CENTERLINE OF THE ADJACENT STREET RIGHT-OF-WAY.

**COMMON DESCRIPTION:**

0 East Goodland Drive (Tax Id #31-1-6723-12), including to the centerline of the adjacent street right-of-way

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

and publication, and upon its passage and publication the Director of Community Development is authorized and directed to make the necessary changes to the Official Zoning Map in accordance with this Ordinance.