



# City of Appleton

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

## Meeting Agenda - Final Common Council

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Wednesday, December 19, 2018

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. PUBLIC PARTICIPATION
- G. APPROVAL OF PREVIOUS COUNCIL MEETING MINUTES  
[18-1860](#) Common Council Meeting Minutes of December 5, 2018

**Attachments:** [CC Minutes 12-5-18.pdf](#)

- H. BUSINESS PRESENTED BY THE MAYOR
- I. PUBLIC HEARINGS
- J. SPECIAL RESOLUTIONS
- K. ESTABLISH ORDER OF THE DAY
- L. COMMITTEE REPORTS
- 1. **MINUTES OF THE MUNICIPAL SERVICES COMMITTEE**

[18-1809](#) Award 2019 Contract for Operations, Maintenance, and Monitoring at the Closed City of Appleton Landfill to SCS Engineers, in an amount not to exceed \$64,013. CRITICAL TIMING

**Attachments:** [2019 Contract for Operations, Maintenance, Monitoring-Landfill.pdf](#)

**Legislative History**

12/10/18      Municipal Services      recommended for approval  
   Committee

[18-1810](#)

Approve single source and award of Oneida Street Bridge/Rocky Bleier Run Contaminated Materials Contract to OMNNI Associates, Inc. in an amount not to exceed \$105,200. CRITICAL TIMING

**Attachments:** [Oneida St Bridge-Rocky Bleier Run.pdf](#)

**Legislative History**

12/10/18      Municipal Services      recommended for approval  
   Committee

[18-1811](#)

Approve 2019 Sole Source Purchase Request for various traffic equipment and technologies.

**Attachments:** [2019 Purchase Request -traffic equip & tech.pdf](#)

**Legislative History**

12/10/18      Municipal Services      recommended for approval  
   Committee

[18-1838](#)

Approve Master Professional Services Agreement with OMNNI Associates, Inc. through December 31, 2022. Scope of services and compensation for professional services under this master agreement are subject to future committee and Council approval.

**Attachments:** [Master Professional Services Agreement-OMNNI.pdf](#)

**Legislative History**

12/10/18      Municipal Services      recommended for approval  
   Committee

## 2. MINUTES OF THE SAFETY AND LICENSING COMMITTEE

[18-1843](#)

Request to Purchase Fire Truck Utilizing Sole Source Agreement

**Attachments:** [11-29-18 2019 Sole Source Ordering.pdf](#)

**Legislative History**

12/12/18      Safety and Licensing      recommended for approval  
   Committee

[18-1842](#)

Reserve "Class B" Liquor & Class "B" Beer License Application from Steven Van Fossen (Agent) for JJs Ventures, LLC located at 509 W College Avenue; contingent upon approval from all departments.

**Attachments:** [Van Fossen, 509 W College Class B Liquor app.pdf](#)

**Legislative History**

12/12/18      Safety and Licensing      recommended for approval  
   Committee

[18-1778](#) Class "A" Beer License Change of Agent of Kwik Trip Inc, Cheri L. Werner, Agent, 4085 E. Calumet St., contingent upon approval from the Police Department.

**Legislative History**

12/12/18 Safety and Licensing Committee recommended for approval

[18-1822](#) Operator's Licenses

**Attachments:** [Operator's Licenses for 12-12-18 S & L.pdf](#)

**Legislative History**

12/12/18 Safety and Licensing Committee recommended for approval

[18-1830](#) Secondhand Article License Renewal application of Attic on the Ave., 506 W. College Ave., contingent upon approval from all departments.

**Legislative History**

12/12/18 Safety and Licensing Committee recommended for approval

[18-1831](#) Secondhand Article License Renewal application of Replay Toys, 127 E. Wisconsin Ave. , contingent upon approval from all departments.

**Legislative History**

12/12/18 Safety and Licensing Committee recommended for approval

[18-1832](#) Secondhand Article License Renewal application of The Exclusive Company, 770 W Northland Avenue, contingent upon approval from all departments.

**Legislative History**

12/12/18 Safety and Licensing Committee recommended for approval

[18-1835](#) Secondhand Article License Renewal application of Play It Again Sports, 611 W. Northland Ave., contingent upon approval from all departments.

**Legislative History**

12/12/18 Safety and Licensing Committee recommended for approval

[18-1856](#) Secondhand Article License Renewal application of Tiffani's Bridal, 1314 W. College Ave., contingent upon approval from all departments.

**Legislative History**

12/12/18 Safety and Licensing recommended for approval  
Committee

### 3. MINUTES OF THE CITY PLAN COMMISSION

[18-1790](#) Request to approve the dedication of land for public right-of-way for Appleton Street, located at the east end of Jones Park along the west line of existing Appleton Street right-of-way (part of Tax Id #31-2-0116-01), as shown on the attached maps

**Attachments:** [StaffReport AppletonStJonesPark StreetDedciation For12-11-18.pdf](#)

**Legislative History**

12/11/18 City Plan Commission recommended for approval

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

[18-1806](#) Action: Proposed 2019 Golf Course Rates Policy

**Attachments:** [2019 Golf Course Rates Policy Memo.doc](#)

[2019 Reid Rate Policy Redline.docx](#)

[Proposed 2019 Reid Rate Policy.docx](#)

**Legislative History**

12/10/18 Parks and Recreation recommended for approval  
Committee

[18-1813](#) Action: Request Approval of Updated Recreation Program Fee Waiver Policy

**Attachments:** [Memo - Updated Recreation Fee Waiver Policy \(12.10.18\).doc](#)

[2019 Proposed Fee Waiver Policy.Redline.2018.doc](#)

[2019 Proposed Fee Waiver Policy.CLEAN.doc](#)

**Legislative History**

12/10/18 Parks and Recreation recommended for approval  
Committee

### 5. MINUTES OF THE FINANCE COMMITTEE

[18-1741](#) Request to approve the following 2018 Budget adjustment:

**Facilities Capital Projects Fund**

Equipment	+\$100,000
Donations	+\$100,000

to record donation from Principal Financial for playground equipment at Jones Park

**Legislative History**

12/10/18 Finance Committee recommended for approval

[18-1792](#) Request approval to award the Municipal Services Building Fuel Site Improvements contract to US Petroleum in the amount of \$141,692 with a 7% contingency of \$9,919 for a project total not to exceed \$151,611

**Attachments:** [MSB Fuel Site Improvements.pdf](#)

**Legislative History**

12/10/18 Finance Committee recommended for approval

[18-1834](#) Request to approve payment of outstanding invoices from von Briesen & Roper, s.c. for services related to the construction of the Fox Cities Exhibition Center

**Legislative History**

12/10/18 Finance Committee recommended for approval  
*Amended to approve \$65,000 payment to von Briesen and Roper s.c. from the existing fund balance of the Community Development Capital Projects Fund*

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

**7. MINUTES OF THE UTILITIES COMMITTEE**

[18-1799](#) Award of 2019C Stormwater Consulting Services Contract for Newberry Street reconstruction with Brown and Caldwell in an amount not to exceed \$28,690.

**Attachments:** [2019C Award to Brown and Caldwell.pdf](#)

**Legislative History**

12/11/18 Utilities Committee recommended for approval

[18-1800](#) Award of 2019D Stormwater Consulting Services Contract for Lightning Drive Drainage Study Update and Preliminary Engineering to raSmith, Inc. in an amount not to exceed \$58,140.

**Attachments:** [2019D Lightning Drive Approval Memo raSmith.pdf](#)

**Legislative History**

12/11/18 Utilities Committee recommended for approval

[18-1801](#) Award of 2019E Stormwater Consulting Services Contract for K2 Drainage Study to McMahon, Inc. in an amount not to exceed \$29,700.

**Attachments:** [2019E K2 Drainage Study Approval Memo McMahon FINAL.pdf](#)

**Legislative History**

12/11/18 Utilities Committee recommended for approval

[18-1802](#) Approval to single source and award the 2019F Stormwater Consulting Services Contract for an UNPS Planning Grant application for the next City-wide stormwater management plan to Brown and Caldwell in an amount not to exceed \$6,850.

**Attachments:** [2019F Single Source Award to Brown and Caldwell.pdf](#)

**Legislative History**

12/11/18 Utilities Committee recommended for approval

[18-1837](#) Approval of a Coating Services contract for the #2 Receiving Station to Mississippi Valley Coating in the amount of \$68,782 plus a contingency of \$8,250 for a total not to exceed cost of \$77,032.

**Attachments:** [utilities memo #2 RS Coating Contract Award 12-07-18.pdf](#)

**Legislative History**

12/11/18 Utilities Committee recommended for approval

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

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

[18-1818](#) Approve the Intermunicipal Agreement with Outagamie County for Specialized Transportation Services for 2019 Contingent on Outagamie County Approval

**Attachments:** [2019 Outagamie County Contract.pdf](#)

**Legislative History**

12/11/18 Fox Cities Transit Commission recommended for approval

[18-1819](#) Approve the Intermunicipal Agreement with Winnebago County for Specialized Transportation Services for 2019 Contingent on Winnebago County Approval

**Attachments:** [2019 Winnebago County Contract.pdf](#)

**Legislative History**

12/11/18 Fox Cities Transit Commission recommended for approval

[18-1820](#) Approve the Intermunicipal Agreement with Calumet County for Specialized Transportation Services for 2019 Contingent on Calumet County Approval

**Attachments:** [2019 Calumet County Contract.pdf](#)

**Legislative History**

12/11/18 Fox Cities Transit Commission recommended for approval

[18-1823](#) Approve the Memorandum of Understanding between the City of Appleton, Valley Transit and Community Care Inc. for 2019 Specialized Transportation Services

**Attachments:** [2019 Community Care Memorandum of Understanding.pdf](#)

**Legislative History**

12/11/18 Fox Cities Transit Commission recommended for approval

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

M. CONSOLIDATED ACTION ITEMS

N. ITEMS HELD

O. ORDINANCES

[18-1862](#) Ordinances #111-18 to #123-18

**Attachments:** [Ordinances going to Council 12-19-18.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

[18-1861](#) Suspend the Council Rules to Consider Cancellation of the January 2, 2019 Common Council Meeting

S. ADJOURN

Kami Lynch, City Clerk

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



# City of Appleton

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## Meeting Minutes - Final Common Council

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Wednesday, December 5, 2018

7:00 PM

Council Chambers

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A. CALL TO ORDER

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

B. INVOCATION

*The Invocation was offered by Alderperson Dvorachek.*

C. PLEDGE OF ALLEGIANCE TO THE FLAG

D. ROLL CALL OF ALDERPERSONS

**Present:** 14 - Alderperson William Siebers, Alderperson Vered Meltzer, Alderperson Curt Konetzke, Alderperson Ed Baranowski, Alderperson Rachel Raasch, Alderperson Kathleen Plank, Alderperson Matt Reed, Alderperson Bob Baker, Alderperson Christine Williams, Alderperson Patti Coenen, Alderperson Cathy Spears, Alderperson Kyle Lobner, Alderperson Keir Dvorachek and Mayor Timothy Hanna

**Excused:** 2 - Alderperson Joe Martin and Alderperson Chris Croatt

E. ROLL CALL OF OFFICERS AND DEPARTMENT HEADS

*City Attorney Walsh, Deputy City Attorney Behrens, City Clerk Lynch, Director of Community & Economic Development Harkness, Director of Finance Saucerman, Fire Chief Hansen, Health Officer Eggebrecht, Library Director Rortvedt, Director of Parks, Recreation & Facilities Gazza, Police Chief Thomas, Director of Public Works Vandehey, Director of Utilities Shaw*

*The following Departments were excused:*

*Human Resources,  
Information Technology  
Valley Transit*

F. PUBLIC PARTICIPATION

*Mike Marx, 1610 E Capitol Drive Re: Item 18-1537 Lutz Drive Parking  
Peter Thillman, 125 N Superior St Re: Item 18-1666 Fox Cities Regional Partnership Contribution*

G. APPROVAL OF PREVIOUS COUNCIL MEETING MINUTES

[18-1774](#)

Common Council Meeting Minutes of November 7, 2018

**Attachments:** [CC Minutes 11-7-18 Reg. Mtg..pdf](#)

**Aldersperson Baranowski moved, seconded by Aldersperson Lobner, that the Minutes be approved. Roll Call. Motion carried by the following vote:**

**Aye:** 13 - Aldersperson William Siebers, Aldersperson Vered Meltzer, Aldersperson Curt Konezke, Aldersperson Ed Baranowski, Aldersperson Rachel Raasch, Aldersperson Kathleen Plank, Aldersperson Matt Reed, Aldersperson Bob Baker, Aldersperson Christine Williams, Aldersperson Patti Coenen, Aldersperson Cathy Spears, Aldersperson Kyle Lobner and Aldersperson Keir Dvorachek

**Excused:** 2 - Aldersperson Joe Martin and Aldersperson Chris Croatt

**Abstained:** 1 - Mayor Timothy Hanna

[18-1775](#)

Common Council Meeting Minutes of November 14, 2018 - Budget Adoption

**Attachments:** [CC Minutes 11-14-18 2019 Budget Adoption.pdf](#)

**Aldersperson Baranowski moved, seconded by Aldersperson Lobner, that the Minutes be approved. Roll Call. Motion carried by the following vote:**

**Aye:** 13 - Aldersperson William Siebers, Aldersperson Vered Meltzer, Aldersperson Curt Konezke, Aldersperson Ed Baranowski, Aldersperson Rachel Raasch, Aldersperson Kathleen Plank, Aldersperson Matt Reed, Aldersperson Bob Baker, Aldersperson Christine Williams, Aldersperson Patti Coenen, Aldersperson Cathy Spears, Aldersperson Kyle Lobner and Aldersperson Keir Dvorachek

**Excused:** 2 - Aldersperson Joe Martin and Aldersperson Chris Croatt

**Abstained:** 1 - Mayor Timothy Hanna

H. BUSINESS PRESENTED BY THE MAYOR

[18-1776](#)

Committee Reappointments

**Attachments:** [COMMITTEE REAPPTS 120518.pdf](#)

**Aldersperson Konezke moved, seconded by Aldersperson Baranowski, that the Committee Reappointments be approved. Roll Call. Motion carried by the following vote:**

**Aye:** 13 - Aldersperson William Siebers, Aldersperson Vered Meltzer, Aldersperson Curt Konezke, Aldersperson Ed Baranowski, Aldersperson Rachel Raasch, Aldersperson Kathleen Plank, Aldersperson Matt Reed, Aldersperson Bob Baker, Aldersperson Christine Williams, Aldersperson Patti Coenen, Aldersperson Cathy Spears, Aldersperson Kyle Lobner and Aldersperson Keir Dvorachek

**Excused:** 2 - Aldersperson Joe Martin and Aldersperson Chris Croatt

**Abstained:** 1 - Mayor Timothy Hanna

[18-1777](#) Retirement of Sergeant Jeremy Haney and K-9 Jico

**Attachments:** [Haney, Jico Retirement \(002\).pdf](#)

**Sgt. Haney and K-9 Jico were recognized for their years of service.**

I. PUBLIC HEARINGS

[18-1730](#) Public Hearing - Rezoning #11-18, 5500 North Meade Street

**Attachments:** [Public Hearing Notice\\_RZ #11-18.pdf](#)

J. SPECIAL RESOLUTIONS

K. ESTABLISH ORDER OF THE DAY

[18-1650](#) Request to approve 2019-2020PY Community Development Block Grant (CDBG) Community Partner Allocation Recommendations

**Attachments:** [Alloc Recs Memo to CEDC 11-28-18.pdf](#)  
[2019 CDBG Simple Summary of Recommendations.pdf](#)  
[2019 CDBG Community Partner Recommendations.pdf](#)  
[2019 CDBG Advisory Board Membership.pdf](#)  
[CDBG Policy Adopted July 2015.pdf](#)

**Alderson Konetzke moved, seconded by Alderson Meltzer, that the CDBG Allocations be approved. Roll Call. Motion carried by the following vote:**

**Aye:** 13 - Alderson William Siebers, Alderson Vered Meltzer, Alderson Curt Konetzke, Alderson Ed Baranowski, Alderson Rachel Raasch, Alderson Kathleen Plank, Alderson Matt Reed, Alderson Bob Baker, Alderson Christine Williams, Alderson Patti Coenen, Alderson Cathy Spears, Alderson Kyle Lobner and Alderson Keir Dvorachek

**Excused:** 2 - Alderson Joe Martin and Alderson Chris Croatt

**Abstained:** 1 - Mayor Timothy Hanna

[18-1537](#)

Approve Scenario 1 parking restrictions related to the Lutz Drive multi-use trail adjacent to the Appleton Yacht Club.

**Attachments:**    [Parking restrictions-Lutz Drive.pdf](#)  
[Lutz Drive Parking Restriction Points of Consideration.pdf](#)  
[Lutz Drive Petition.pdf](#)  
[Photos related to Lutz Drive trail.pdf](#)  
[Path of vehicle map.pdf](#)

**Alderson Baranowski moved, seconded by Alderson Coenen, that the Parking Restrictions be approved as amended in Committee. Roll Call. Motion carried by the following vote:**

**Aye:** 13 - Alderson William Siebers, Alderson Vered Meltzer, Alderson Curt Konezke, Alderson Ed Baranowski, Alderson Rachel Raasch, Alderson Kathleen Plank, Alderson Matt Reed, Alderson Bob Baker, Alderson Christine Williams, Alderson Patti Coenen, Alderson Cathy Spears, Alderson Kyle Lobner and Alderson Keir Dvorachek

**Excused:** 2 - Alderson Joe Martin and Alderson Chris Croatt

**Abstained:** 1 - Mayor Timothy Hanna

[18-1732](#)

Request from Red Lion Paper Valley Hotel to change their signage by removing "Radisson Paper Valley Hotel" and adding "Vince Lombardi's Steakhouse" to the College Avenue Skywalk per the June 1994 Development Agreement.

**Attachments:**    [Red Lion Paper Valley Hotel-signage.pdf](#)

**Alderson Coenen moved, seconded by Alderson Lobner, that the sign change be approved. Roll Call. Motion carried by the following vote:**

**Aye:** 12 - Alderson William Siebers, Alderson Vered Meltzer, Alderson Curt Konezke, Alderson Rachel Raasch, Alderson Kathleen Plank, Alderson Matt Reed, Alderson Bob Baker, Alderson Christine Williams, Alderson Patti Coenen, Alderson Cathy Spears, Alderson Kyle Lobner and Alderson Keir Dvorachek

**Nay:** 1 - Alderson Ed Baranowski

**Absent:** 3 - Alderson Joe Martin, Alderson Chris Croatt and Mayor Timothy Hanna

[18-1533](#)

Request to counter the Offer to Purchase of Lot 17, Southpoint Commerce Park, Plat 2 from New Morning Coffee Roasters, Inc. at a purchase price of \$168,400 (\$40,000 per acre), comprised of approximately 4.21 acres; and, contingent upon acceptance of that counter-offer, staff is then authorized to negotiate and execute a development or like agreement providing City investment in the project of up to 50% of the land purchase amount (50% of \$168,400 = \$84,200)

**Attachments:** [Memo on Offer to Purchase Lot 17 Southpoint Commerce.pdf](#)  
[New Morning Coffee Roasters OTP Lot 17 Southpoint Plat 2.pdf](#)  
[Map Lot 17 Southpoint Commerce Park Plat 2.pdf](#)

**Alderson Coenen moved, seconded by Alderson Baker, that the counter offer be approved. Roll Call. Motion carried by the following vote:**

**Aye:** 13 - Alderson William Siebers, Alderson Vered Meltzer, Alderson Curt Konezke, Alderson Ed Baranowski, Alderson Rachel Raasch, Alderson Kathleen Plank, Alderson Matt Reed, Alderson Bob Baker, Alderson Christine Williams, Alderson Patti Coenen, Alderson Cathy Spears, Alderson Kyle Lobner and Alderson Keir Dvorachek

**Excused:** 2 - Alderson Joe Martin and Alderson Chris Croatt

**Abstained:** 1 - Mayor Timothy Hanna

[18-1666](#)

Request to consider reallocation or refund of the \$25,000 from the 2018 budget to fund the Fox Cities Regional Partnership program, Talent Upload, which was cancelled

**Attachments:** [Memo to CEDC Talent Upload Support 2018 Nov.28.18.pdf](#)  
[Talent Upload Funds 2018 Attachments.pdf](#)  
[Fox Cities Regional Partnership PowerPoint Presentation.pdf](#)

**Alderson Coenen moved, seconded by Alderson Baker, that the reallocation of funds be approved. Roll Call. Motion carried by the following vote:**

**Aye:** 13 - Alderson William Siebers, Alderson Vered Meltzer, Alderson Curt Konezke, Alderson Ed Baranowski, Alderson Rachel Raasch, Alderson Kathleen Plank, Alderson Matt Reed, Alderson Bob Baker, Alderson Christine Williams, Alderson Patti Coenen, Alderson Cathy Spears, Alderson Kyle Lobner and Alderson Keir Dvorachek

**Excused:** 2 - Alderson Joe Martin and Alderson Chris Croatt

**Abstained:** 1 - Mayor Timothy Hanna

[18-1788](#)

Request to approve acceptance of a \$25,000 matching grant from I'ACT to provide tools and resources to help individuals cope with emotional stress; and approve the related 2019 Budget adjustment:

**General Fund - Police Department**

Local Aids - Grant	+\$25,000
Other Contracts/Obligations	+\$25,000

**Attachments:**     [Award Letter.pdf](#)

**Aldersperson Baranowski moved, seconded by Aldersperson Baker, that the acceptance of the grant be approved. Roll Call. Motion carried by the following vote:**

**Aye:** 13 - Aldersperson William Siebers, Aldersperson Vered Meltzer, Aldersperson Curt Konezke, Aldersperson Ed Baranowski, Aldersperson Rachel Raasch, Aldersperson Kathleen Plank, Aldersperson Matt Reed, Aldersperson Bob Baker, Aldersperson Christine Williams, Aldersperson Patti Coenen, Aldersperson Cathy Spears, Aldersperson Kyle Lobner and Aldersperson Keir Dvorachek

**Excused:** 2 - Aldersperson Joe Martin and Aldersperson Chris Croatt

**Abstained:** 1 - Mayor Timothy Hanna

[18-1418](#)

Resolution #12-R-18 Medical Marijuana

**Attachments:**     [REVISED Resolution #12-R-18 Medical Marijuana.pdf](#)  
[#12-R-18 Medical Marijuana.pdf](#)  
[NASEM Report - Health Effects of Cannabis and Cannabinoids - SUMMARY.pdf](#)  
[WPHA Resolution-Access to Therapeutic Marijuana-Cannabis.pdf](#)

**Aldersperson Baranowski moved, seconded by Aldersperson Baker, that the Resolution be approved as amended at the Board of Health meeting. Roll Call. Motion carried by the following vote:**

**Aye:** 13 - Aldersperson William Siebers, Aldersperson Vered Meltzer, Aldersperson Curt Konezke, Aldersperson Ed Baranowski, Aldersperson Rachel Raasch, Aldersperson Kathleen Plank, Aldersperson Matt Reed, Aldersperson Bob Baker, Aldersperson Christine Williams, Aldersperson Patti Coenen, Aldersperson Cathy Spears, Aldersperson Kyle Lobner and Aldersperson Keir Dvorachek

**Excused:** 2 - Aldersperson Joe Martin and Aldersperson Chris Croatt

**Abstained:** 1 - Mayor Timothy Hanna

## L. COMMITTEE REPORTS

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

**Aldersperson Baker moved, Aldersperson Meltzer seconded, to approve the balance of the agenda. The motion carried by the following vote:**

**Aye:** 13 - Aldersperson William Siebers, Aldersperson Vered Meltzer, Aldersperson Curt Konezke, Aldersperson Ed Baranowski, Aldersperson Rachel Raasch, Aldersperson Kathleen Plank, Aldersperson Matt Reed, Aldersperson Bob Baker, Aldersperson Christine Williams, Aldersperson Patti Coenen, Aldersperson Cathy Spears, Aldersperson Kyle Lobner and Aldersperson Keir Dvorachek

**Excused:** 2 - Aldersperson Joe Martin and Aldersperson Chris Croatt

**Abstained:** 1 - Mayor Timothy Hanna

**1. MINUTES OF THE MUNICIPAL SERVICES COMMITTEE****[18-1733](#)**

Approve changes to Municipal Code Sections 19-106 City-owned parking facilities, 19-109 Hours of operation, 19-110 Metered on-street parking and 19-111 Metered off-street parking, effective January 1, 2019.

**Attachments:** [Municipal Code Sections 19-106, 19-109, 19-110 & 19-111 changes.pdf](#)

**This Report Action Item was approved.**

**[18-1734](#)**

Approve Amendment No. 2 to the OMNNI Associates, Inc. Contract for Bridge Maintenance Design to design an extension of the existing Cedar Street retaining wall for the future sidewalk construction in an amount of \$7,200 (revised contract amount of \$72,000).

**Attachments:** [Amendment No. 2 to the OMNNI Associates.pdf](#)

**This Report Action Item was approved.**

**[18-1755](#)**

Approve parking restriction change on the east side of Summit Street near Summit Park. (Follow-up to Six Month Trial Period)

**Attachments:** [Parking restriction change on Summit St by Summit Park \(E side\).pdf](#)

**This Report Action Item was approved.**

[18-1756](#) Approve parking restriction changes on Glenhurst Drive near Lightning Drive. (Follow-up to Six Month Trial period)

**Attachments:** [Parking restriction change on Glenhurst Dr, east of Lightning Dr \(N side\).pdf](#)

**This Report Action Item was approved.**

[18-1757](#) Approve parking restriction change on Taft Avenue east of Oneida Street.

**Attachments:** [Traffic-related ordinance changes for the Oneida St Reconstruction Project..pdf](#)

**This Report Action Item was approved.**

[18-1758](#) Install STOP signs on Herbert Street at Pine Street. (Follow-up to Six Month Trial Period)

**Attachments:** [Intersection traffic control-Herbert St-Pine Street intersection.pdf](#)

**This Report Action Item was approved.**

## 2. MINUTES OF THE SAFETY AND LICENSING COMMITTEE

[18-1624](#) Secondhand Jewelry License Renewal application of Avenue Jewelers, Jason A. Druxman, Applicant, 303 E. College Ave., contingent upon approval from all departments.

**This Report Action Item was approved.**

[18-1627](#) Secondhand Article License Renewal application of ecoATM, LLC, Hunter E. Bjorkman, Applicant, 3701 E. Calumet St., contingent upon approval from all departments.

**This Report Action Item was approved.**

[18-1628](#) Secondhand Jewelry License Renewal application of Tennes Jewelry, Brian D. Frisch, Applicant, 208 E. College Ave., contingent upon approval from all departments.

**This Report Action Item was approved.**

[18-1629](#)

Secondhand Jewelry License Renewal application of Krieger Jewelers, Jamie L. Boyce, Applicant, 934 W. Northland Ave., contingent upon approval from all departments.

**This Report Action Item was approved.**

[18-1631](#)

Secondhand Article License Renewal application of Side Quest Gaming, John J. Steudel, Applicant, 502 W. College Ave., contingent upon approval from all departments.

**This Report Action Item was approved.**

[18-1639](#)

Secondhand Article License Renewal application of Warehouse Office Products, 1825 N. Richmond St., Jeff S. Lemery, Applicant, contingent upon approval from all departments.

**This Report Action Item was approved.**

[18-1676](#)

Class "B" Beer License application of Nalee Song d/b/a Bangkok Post, 1804 S. Lawe St., Ste 203, contingent on approval from all departments.

**Attachments:**     [Nalee Song Bangkok Post - application.pdf](#)

**This Report Action Item was approved.**

[18-1677](#)

Secondhand Article License Renewal application of Beatnik Betty's Resale Butik, Monika L. Austin, Applicant, 214 E. College Ave., contingent upon approval from all departments.

**This Report Action Item was approved.**

[18-1717](#)

Taxi Cab Company License application of Cavanaugh's Carriages, Rodger Cavanaugh, 3910 Fairview Road, Neenah, contingent upon approval from all departments.

**This Report Action Item was approved.**

[18-1718](#)

Secondhand Article License Renewal application of Kay Jewelers, #4739, Megan L. Stepniewski, Applicant, 3845 E. Calumet St., contingent upon approval from all departments.

**This Report Action Item was approved.**

[18-1763](#)

"Class B" Beer/Liquor License application of Generation Paulson d/b/a The Daily Pint, Chris D. Paulson, Agent, 830 E. Northland Avenue, contingent upon approval from all departments.

**Attachments:** [Generation Paulson application.pdf](#)

**This Report Action Item was approved.**

[18-1764](#)

Operator's Licenses

**Attachments:** [Operator's Licenses for 11-28-18 S & L.pdf](#)

**This Report Action Item was approved.**

### 3. MINUTES OF THE CITY PLAN COMMISSION

[18-1654](#)

Request to approve Rezoning #11-18 for the Randal Leeman, Et al Annexation, formerly part of the Town of Grand Chute, located at 5500 North Meade Street, from Temporary AG Agricultural District to R-1B Single-Family District and including to the centerline of the adjacent right-of-way from R-1A Single-Family District to R-1B Single-Family District as shown on the attached maps

**Attachments:** [StaffReport Rezoning LeemanAnnexation 11-13-18.pdf](#)

**This Report Action Item was approved.**

[18-1656](#)

Request to approve Special Use Permit #7-18 for a private recreational facility including an outdoor pool, indoor fitness center and community room with kitchen facilities for use by the homeowners of Apple Ridge Subdivision and their guests, as shown on the attached maps and per attached plan of operation, to run with the land subject to the conditions in the attached staff report and approve attached Resolution (2/3 vote required)

**Attachments:** [StaffReport AppleRidgeRecFacility SUP 11-13-18.pdf](#)

**This Report Action Item was approved.**

[18-1658](#)

Request to approve Special Use Permit #8-18 for an essential services facility (utility substation) located at 139 North State Street (Tax Id #31-5-1138-02), as shown on the attached maps and per attached plan of operation, to run with the land subject to the conditions in the attached staff report and approve attached Resolution (2/3 vote required)

**Attachments:** [StaffReport WeEnergiesStateSt SUP\\_For11-13-18.pdf](#)

**This Report Action Item was approved.**

**4. MINUTES OF THE PARKS AND RECREATION COMMITTEE****5. MINUTES OF THE FINANCE COMMITTEE**[18-1738](#)

Request to approve Finance Committee Report 5-P-18 for Storm Sewer Construction

**Attachments:** [Report 5-P-18.pdf](#)

**This Report Action Item was approved.**

[18-1739](#)

Request to approve Change Order No. 3 to contract 11-18 for Unit Z-18 Sewer and Water Reconstruction No. 2 for adjustment to final earned / measured quantities in the amount of \$3,114.99 resulting in a decrease to contingency from \$21,196.67 to \$18,081.68. No change to overall contract amount

**Attachments:** [Unit Z-18 Change Order No.3.pdf](#)

**This Report Action Item was approved.**

[18-1740](#)

Request to award contract for front-load solid waste trash disposal to Advanced Disposal Services

**Attachments:** [Trash Disposal Recomm.Memo to FC-2018.pdf](#)

**This Report Action Item was approved.**

[18-1748](#)

Request to award Briarcliff and Midway Road Lift Station Improvements project bid to Vinton Construction in the amount of \$194,870 plus a 7.5% contingency of \$14,615 for a total cost not to exceed \$209,485

**Attachments:** [Briarcliff and Midway Improvements Bid Award\\_Vinton.pdf](#)  
[Award Recommendation.pdf](#)

**This Report Action Item was approved.**

**6. MINUTES OF THE COMMUNITY AND ECONOMIC DEVELOPMENT COMMITTEE****7. MINUTES OF THE UTILITIES COMMITTEE**

[18-1767](#)

Authorize the 2018 Request from Outagamie County Recycling and Solid Waste (OCRWS) to Discharge Leachate from the proposed Northwest Landfill Expansion Project and reject discharges from the East and Northeast Landfills.

**Attachments:**    [Utilities Memo NW Landfill Leachate Request OCRWS.pdf](#)  
[Landfill Dwg.pdf](#)

**This Report Action Item was approved.**

[18-1768](#)

Amend 2017F Evergreen Drive and Alvin Street Stormwater Management Design and Permitting with McMahon Associates, Inc. in an amount not to exceed \$4,000.

**Attachments:**    [2017 Evergreen Alvin Amend DESIGN Contract Nov 2018.pdf](#)

**This Report Action Item was approved.**

[18-1769](#)

Award of 2019A Stormwater Consulting Services Contract for 2019 Stormwater Management Plan Reviews to Brown and Caldwell in an amount not to exceed \$50,000.

**Attachments:**    [2019 A Plan Review Award Util Memo BC.pdf](#)

**This Report Action Item was approved.**

[18-1770](#)

Award of 2019B Stormwater Consulting Services Contract for North Edgewood Estates Stormwater Engineering Services to McMahon Associates, Inc. in an amount not to exceed \$48,400.

**Attachments:**    [2019 B North Edgewood Stormwater Approval Memo McMahon.pdf](#)

**This Report Action Item was approved.**

[18-1771](#)

Preliminary Resolution 5-P-18 for storm sewer construction, Evergreen Drive from Alvin Street to Haymeadow Avenue, be adopted and refer the matter to the Finance Committee to determine the assessment rate.

**Attachments:**    [5-P-18 Storm Sewer.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

[18-1729](#) Ordinances 102-18 to 110-18

**Attachments:** [Ordinances going to Council 12-5-18.pdf](#)

**This Report Action Item was approved.**

P. LICENSE APPLICATIONS AND COMMUNICATIONS REFERRED TO COMMITTEES OF JURISDICTION

Q. RESOLUTIONS SUBMITTED BY ALDERPERSONS REFERRED TO COMMITTEES OF JURISDICTION

R. OTHER COUNCIL BUSINESS

S. ADJOURN

**Alderson Baranowski moved, seconded by Alderson Baker, that the meeting be adjourned at 7:24 p.m. Roll Call. Motion carried by the following vote:**

**Aye:** 14 - Alderson William Siebers, Alderson Vered Meltzer, Alderson Curt Konezke, Alderson Ed Baranowski, Alderson Rachel Raasch, Alderson Kathleen Plank, Alderson Matt Reed, Alderson Bob Baker, Alderson Christine Williams, Alderson Patti Coenen, Alderson Cathy Spears, Alderson Kyle Lobner, Alderson Keir Dvorachek and Mayor Timothy Hanna

**Excused:** 2 - Alderson Joe Martin and Alderson Chris Croatt

Kami Lynch, City Clerk



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

## MEMO

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TO: Municipal Services Committee

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

SUBJECT: \*CRITICAL TIMING\* Award 2019 Contract for Operation, Maintenance, and Monitoring at the Closed City of Appleton Landfill to SCS Engineers, in an amount not to exceed \$64,013.

DATE: December 5, 2018

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The Department of Public Works requests award of the 2019 Contract for Operation, Maintenance, and Monitoring at the Closed City of Appleton Landfill to SCS Engineers in an amount not to exceed \$64,013. This is the fourth year of a ten (10) year contract as approved in December 2015.

In addition to the operation and monitoring of the landfill, maintenance will include routine scheduled replacement of one monitoring well or leachate well. They will also assist with review of any changes proposed by the Valley Aero Modelers, who currently lease the site, and any proposals or concerns related to the Mackville quarry site.

Per the memo dated December 1, 2015 for the award of the 2016 contract requesting contract extensions through 2025, the 2015 RFP process associated with that award, and satisfactory performance by the consultant, the Department of Public Works recommends awarding the 2019 Contract for Operation, Maintenance, and Monitoring at the Closed City of Appleton landfill to SCS Engineers in an amount not to exceed \$64,013.

This award is listed as Critical Timing so that coverage for any necessary response at the landfill is available January 2, 2019.



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

## MEMO

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**TO:** Municipal Services Committee

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

**DATE:** December 5, 2015

**RE:** \***CRITICAL TIMING**\* Approve single source and award of Oneida Street Bridge/Rocky Bleier Run Contaminated Materials Contract to OMNNI Associates, Inc. in an amount not to exceed \$105,200.

---

The Department of Public Works recommends to single source and award the Oneida Street Bridge/Rocky Bleier Run Contaminated Materials Contract to OMNNI Associates, Inc. in an amount not to exceed \$105,200. This project award is listed as Critical Timing because it is funded by 2018 as well as 2019 budget.

OMNNI began working on the contaminated materials testing for the Oneida Street Bridge/Rocky Bleier Run project under Unit M-18. The project is now moving into construction and a significant amount of environmental testing and materials handling is required during construction, along with follow-up reporting after construction is complete. A Request for Proposals will be issued in January 2019 for the 2019-2023 Materials Testing and Contaminated Materials contract and a consultant will not be selected until February 2019. Based on the work completed and the discussions between OMNNI and WDNR to date, staff believes that staying with OMNNI through the completion of this project is more cost effective than working with another consultant and getting them ready to begin in time for the start of construction.

The scope of work will include the following:

- Soil screening and soil confirmation sampling during construction, including obtaining approximately 33 additional soil samples and analyzing them for PAH's and lead
- Installation and development of up to 8 monitoring wells.
- Quarterly groundwater sampling for one year for VOC's, PAH's, and lead
- Hydraulic conductivity testing on 203 monitoring wells
- Prepare and submit an NR 716 investigation report to DNR
- Prepare and submit DNR "Development at Historic Fill Sites and Licensed Landfills" application
- Prepare and submit Outagamie County landfill application
- Collect and analyze one water sample at the start of dewatering
- Prepare and submit documentation of construction per the Low Hazard Waste Grant of Exemption and Soil Management Plan
- Prepare and submit DNR closure request
- Abandon monitoring wells and prepare and submit associated DNR forms

Final permits from DNR for construction have not yet been received and it is possible that the DNR requirements for sampling and permitting may change. The proposed budget includes a contingency to accommodate some modifications. Any significant changes requiring a contract amendment will be brought to the Municipal Services Committee and Common Council for approval prior to any additional work.



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

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

**To:** Municipal Services Committee  
**From:** Michael Hardy, Assistant City Traffic Engineer  
**Date:** December 5, 2018  
**Re:** 2019 Sole Source Purchase Request – Various Traffic Equipment & Technologies  
**CC:** Jeffrey Fait, City Purchasing Manager

This sole source purchase request is reassessed and presented annually as required in the City procurement policy. It was last approved for calendar year 2018.

**Background:**

Traffic Signal and Control Equipment

Within the traffic signal control industry, there is a tremendous amount of proprietary functionality and limited interoperability. The number of vendors servicing traffic signal equipment is also very limited. For example, Traffic and Parking Control Company, Inc. (TAPCO), located in Elm Grove, Wisconsin, is the exclusive vendor in Wisconsin for Siemens signal cabinet and control equipment, which the City of Appleton uses. TAPCO is also the exclusive state vendor for Eberle Design Inc. (EDI) cabinet equipment, Iteris video detection systems, and other support equipment used in traffic signal control systems. Because TAPCO is designated as the exclusive rights vendor in the state by these manufacturers, they have exclusive knowledge for set-up, testing and servicing, beyond that which the City is capable of performing. There are other vendors in nearby states that carry these product lines, but their manufacturer-vendor relationships do not allow overlap with each other. Thus, the City cannot, for example, do business with Brown Traffic Products, Inc., which is TAPCO's equivalent in Illinois and Minnesota.

The next closest vendor that provides comparable products and services is a company called Traffic Control Corporation (TCC), with service currently provided out of Illinois and Minnesota. TCC's exclusive manufacturer-vendor relationship is very similar to TAPCO, with cabinets and control systems manufactured by both Econolite and Reno Traffic Products. Also, because TCC is the exclusive vendor for these product lines, they have exclusive knowledge for set-up, testing and servicing.

Due to the above circumstances, it is common in the traffic industry that complete traffic signal control assemblies are sole-source purchased as complete, functional systems. Another unfortunate reality is that each manufacturer's equipment has its own proprietary firmware and controls, which makes it nearly impossible to competitively procure comparable equipment. In this situation, TAPCO or TCC will assemble the cabinet, controller, vehicle detection equipment and any other integrated equipment, and perform functional testing prior to shipment and installation. The advantage to this approach is it helps manage compatibility issues, and puts responsibility on the sole source vendor to assure complete functionality of the system. The disadvantage is that procured equipment is not competitively bid in a formal process. The other common application in the traffic industry is that specifications are written to accept only one manufacturer's products. This gives the illusion of being competitive, but often only one vendor is able to meet the required specifications. There has been some implementation of equipment from both TAPCO and TCC, but the experiences are limited, along with the success stories. Here too, the City would need to stock significant additional equipment due to limited experience with compatibilities and functionality.

The good news is there are standards making gradual progress in the traffic control industry. The National Electrical Manufacturer's Association (NEMA) has developed standards that provide requirements for equipment interoperability. For example, the City has accepted NEMA, TS2, Type 1 specification for our traffic signal control cabinets. This provides control over how the cabinets are configured and how the control equipment is connected and integrated into the control functionality. The National Transportation Communications for Intelligent Transportation Systems (ITS) Protocol (NTCIP) is the next level of standards under development at the federal level, intended to limit the proprietary firmware and controls in the traffic industry.

#### Traffic Signal Preventative Maintenance

Preventative maintenance is another item that is currently sole sourced. A key component in preventative maintenance is performing a diagnostic test on a device called the Malfunction Management Unit (MMU). Performing this service is performed annually, and is common practice in the traffic signal industry to discourage legal action against the City for negligence if a signal malfunction is the suspected cause in a traffic incident. To date, the City has decided it is not in our best interest to perform this testing on our own. To replicate this service the City would have to purchase expensive test equipment, software and training. The current sole source vendor, TAPCO, has strong familiarity with our equipment since they are exclusive rights vendor in the state by the MMU manufacturer the City currently uses. Having considered this, we feel this is a reasonable cost and the best decision for the City at this time.

#### Decorative Street Lighting Equipment

Recent experiences have prompted the addition of decorative street lighting equipment to this sole source request. Specific items that apply are decorative lighting components involving steel poles, concrete poles, arms and fixtures. One large contributing factor is the City has standardized on a specific appearance and quality using Stresscrete, King and Visco brands products for applications across the City, most notably College Avenue and Wisconsin Avenue. While there are other decorative brands on the market simulating a comparable look, the quality of these off-brands has been much lower, leading to increased maintenance costs and decreased life. When bidding this equipment in the past, we have specified a specific product or approved equal. To meet the City purchasing policy, we have been competitively bidding these decorative lighting brands through the electrical supply chains. It is our opinion, while this looks competitive and meets the spirit of the purchasing policy, it actually amounts to a mark-up on a product we ultimately know we are going to purchase. Having considered the above, we feel sole source offers the best value of the City's time and resources.

In 2017, we added a new pole, arm and fixture line in conjunction with the new Fox Cities Exposition Center (FCEC). The architect and project team of the FCEC has selected a unique lighting assembly to match the look and appeal of the building. We are adding this to the sole source list as we feel this will be a similar situation to the other decorative lighting equipment.

In 2018, we are adding another pole, arm and fixture line in conjunction with the Parks, Recreation, Facilities & Grounds expansion of trail lighting throughout the City. DPW is installing trail facilities with several upcoming projects, and will match the unique lighting assembly already selected for the trail system throughout the City. We are adding this to the sole source list as we feel this will be a similar situation to the other decorative lighting equipment.

#### LED Street Lighting

Recent experiences have prompted the addition of LED street lighting equipment to this sole source request. Specific items that apply are both standard and decorative LED street lighting fixtures. In 2010, the City authored a specification and released a bid to replace standard fixtures with LED fixture in the central business district. That experience evaluated products from eight (8) different manufacturers. As a result of that experience, we have identified products from Cooper and Philips as the preferred fixtures for future applications. To comply with the City's purchasing policy in future purchases, we would have to competitively bid these two brands thru the electrical supply chains. In our opinion, while this appears competitive and meets the spirit of the purchasing policy, it really amounts to a mark-up on a product we ultimately know we are going to purchase. We have established a relationship with the manufacturers and have been advised we can purchase from them directly. Where these two products are competitive with each other, we would be able to compare costs direct from the manufacturers which would meet the competitive spirit of the policy. However, three products would be needed to satisfy the policy as written. Having considered the above discussion, we feel a sole source exception offers the best value of the City's

time and resources.

#### Camera & Video Encoders

When the traffic camera program began its deployment in 2010, Pelco brand pan-tilt-zoom cameras were procured in accordance with City Policy, where at least three quotes were received. In light of the switch to Avigilon video management software by the City in 2013 and the increase in failures of recent Pelco brand cameras, the Traffic Section has transitioned to both AXIS and Avigilon brand cameras. The AXIS brand cameras can be purchased in accordance with City Policy as they are readily available through multiply suppliers. Avigilon cameras, however, can only be purchased thru a licensed State vendor. Thus, in instances where we feel an Avigilon camera is advantageous for a specific application and software integration for the City, a sole source approval is needed to satisfy the policy as written.

#### School Zone Flashers & Rapid Rectangular Flashing Beacon (RRFB) Control

In 2014 the City procured a new school flasher control system. Criteria specified in that procurement was the ability for remote access to set the flasher schedules and troubleshoot in case of maintenance. The City procured a product called DirecTime, which has its own proprietary web enabled service for remote access. The DirecTime product, installed at all school zone flashers across the City, is exclusively manufactured by Traffic and Parking Control Company, Inc. (TAPCO). In the event additional locations or replacement units are necessary, it is in our opinion that sole sourcing the DirecTime product line is the best value of the City's time and resources.

In 2015, the City installed the first RRFB control system since the 2012 Lawrence University crosswalks on College Ave. After a review of quotes, qualifications and compliance with our performance criteria, we selected a product manufactured by Traffic and Parking Control Company, Inc. (TAPCO). The Spot Device brand which is currently installed on College Ave has since been purchased by a competitor and the product line has been discontinued. The RRFB system from TAPCO uses the same remote access system as the DirecTime product described above. Thus, access to both School Flashers and RRFB control is together, which is a valuable feature to monitor performance and troubleshoot or perform maintenance. In the event additional locations or replacement units are necessary, it is in our opinion that sole sourcing the TAPCO RRFB product line is the best value of the City's time and resources.

#### **Summary:**

The City Traffic Section continues to pursue equipment and services to help improve competition in our purchases. We often have alternative vendors bring us equipment to familiarize with and test for compatibility. When we evaluate comparable products, we try to take a holistic approach, considering additional software, training, stocking, etc. We also stay in touch routinely with our counterparts in the traffic industry, like Wisconsin DOT, City of Green Bay, and Milwaukee County to help evaluate pricing when and where sole sourcing is performed. This, too, helps communicate between agencies on acceptance of alternative products. We also pursue alternative procurement options when available through the Wisconsin DOT procurement contract. Where equipment is consistent with Wisconsin DOT procurement contracts, a price match is pursued.

The following is the Traffic Section's current list of equipment and services we feel it is in the City's best interest to sole source for procurement:

### Traffic Signal and Control Equipment

Signal Controller and Control Software:

- Siemens/Eagle (TAPCO)

Signal Control Cabinets:

- Siemens/Eagle (TAPCO)
- Econolite (TTC)

Signal Control Malfunction Management Unit:

- Eberle Design, Inc. (TAPCO)
- Reno A & E (TTC)

Loop Detector Amplifiers:

- Eberle Design, Inc. (TAPCO)
- Reno A & E (TTC)

Video Detection Systems

- Iteris, Inc. (TAPCO)
- Econolite (TTC)

Radar Detection Systems

- MS Sedco / Intersector. (TAPCO)
- Wavetronix (TTC)
- Iteris, Inc. (TAPCO)

Preemption:

- GTT (TTC)

Wireless Radio Communications:

- Encom Wireless (TAPCO)

Control Cabinet Integration Set-up and Testing:

- TAPCO
- TTC

Radar Speed Signs

- Information Display Company
- TAPCO

### Traffic Signal Preventative Maintenance

Traffic Signal Preventative Maintenance:

- TAPCO

### Decorative Street Lighting Equipment

Concrete Poles & Arms

- Stresscrete / King Luminaire (Visual Impact Lighting, LLC)

Steel Poles & Arms

- Visco (Commercial Lighting)
- Spring City (Visual Impact Lighting, LLC)
- Structura Inc.
- Candela Series (Spectrum Lighting)

LED Fixtures

- Stresscrete / King Luminaire (Visual Impact Lighting, LLC)
- Beacon Viper
- Candela Series (Spectrum Lighting)

### Conventional LED Street Lighting

LED Street Light Fixtures

- Philips (Spectrum Lighting)
- Cooper Lighting (Enterprise Lighting)

### Traffic Cameras

Pan-Tilt-Zoom & Fixed Zoom

- Avigilon (Lappen Security)

### Warning Flashers & RRFB

School Zone Flasher & RRFB Controls

- (TAPCO)

## Master Professional Services Agreement

THIS AGREEMENT is entered into between **City of Appleton** (Client), 100 N. Appleton Street, Appleton, WI 54911 and **OMNNI Associates, Inc.** (Consultant), One Systems Drive, Appleton, WI 54914, for the following reasons:

- A. Client intends to plan or construct various projects (the Project); and,
- B. Client requires certain professional services in connection with the Project (the Services); and,
- C. Consultant is prepared to provide the Services.

In consideration of the promises contained in this Agreement, Client and Consultant agree as follows:

### **ARTICLE 1 - EFFECTIVE DATE**

The effective date of this Agreement shall be the date of signature and shall be effective through December 31, 2022.

### **ARTICLE 2 - GOVERNING LAW**

This Agreement shall be governed by the laws of the State of Wisconsin.

### **ARTICLE 3 - TASK ORDERS**

Task Orders shall be used to describe the parties' mutual agreement on the scope of the Services, schedule, compensation and other particulars as stated therein. Task Orders are binding only after acceptance and execution by duly authorized representatives of both parties. Each Task Order shall govern the parties' rights and obligations with respect to each assignment, but all within the framework of this Agreement. In the event of an inconsistency between the terms of any Task Order and the terms of this Agreement, the terms of this Agreement shall prevail.

### **ARTICLE 4 - SCOPE OF SERVICES**

Consultant shall provide the Services described in Section A (Scope of Services) of each Task Order.

### **ARTICLE 5 - SCHEDULE**

Consultant shall exercise its reasonable efforts to perform those Services within the time frame set forth in Section B (Schedule) of each Task Order.

### **ARTICLE 6 - COMPENSATION**

Client shall pay Consultant in accordance with Section C (Compensation) of each Task Order.

Payment on invoices shall be due within 30 days of receipt. Client shall give prompt written notice of any disputed amount and shall pay the remaining amount.

### **ARTICLE 7 - CLIENT'S RESPONSIBILITIES**

Client shall be responsible for all matters described in Section D (Client's Responsibilities), of each Task Order.

## Master Professional Services Agreement

In addition, Client shall perform and provide the following in a timely manner so as not to delay the Services of the Consultant. Unless otherwise provided in this Agreement, Client shall bear all costs incidental to compliance with the following:

- A. Place at Consultant's disposal all available information pertinent to the Project, including previous reports, drawings, specifications or any other data as may be reasonably required by Consultant to perform its Services.
- B. Give prompt written notice to Consultant whenever Client becomes aware of any development that affects the scope or timing of Consultant's Services, or any defect in the Services of Consultant.
- C. Advise Consultant of the identity and scope of services of any independent consultants retained by Client to provide services in regard to the Project.

### ARTICLE 8 - STANDARD OF CARE

The same degree of care, skill, and diligence shall be exercised in the performance of the Services as is ordinarily possessed and exercised by a member of the same profession, currently practicing, under similar circumstances. No other warranty, express or implied, is included in this Agreement or in any Task Order, drawing, specification, report, opinion, or other instrument of service, in any form or media, produced in connection with the Services.

### ARTICLE 9 - INDEMNIFICATION AND LIABILITY

- A. General. Having considered the potential liabilities that may exist during the performance of the Services, the relative benefits and risks of the Project, and the Consultant's fee for the Services, and in consideration of the promises contained in this Agreement, Client and Consultant agree to allocate and limit such liabilities in accordance with this Article.
- B. Indemnification. Consultant agrees to indemnify and hold the Client harmless from and against legal liability for all damages, liabilities or costs to the extent such damages, liabilities or costs are caused by the Consultant's negligent acts, errors, or omissions arising out of its performance of the Services. In the event damages, liabilities or costs are caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence.
- C. Limitation of Liability. In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Consultant and Consultant's officers, directors, employees, shareholders and subconsultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Consultant and Consultant's officers, directors, employees,

## Master Professional Services Agreement

shareholders and subconsultants shall not exceed the total insurance required from Consultant for Services under this Agreement pursuant to Article 10. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

- D. Survival. The terms and conditions of this Article shall survive completion of the Services, or any termination of this Agreement.

### ARTICLE 10 - INSURANCE

During the term of this Agreement, Consultant shall maintain the following insurance:

- A. General Liability Insurance, with a combined single limit of \$1,000,000 per occurrence and \$2,000,000 annual aggregate.
- B. Automobile Liability Insurance, with a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
- C. Workers' Compensation Insurance in accordance with Client's Exhibit C as attached.
- D. Professional Liability Insurance, with a limit of \$1,000,000 annual aggregate.
- E. Client shall be named additional insured as indicated in Exhibit C.

Consultant shall, upon written request, furnish Client certificates of insurance.

Consultant and Client waive all rights against each other and their directors, officers, partners, commissioners, officials, agents, and employees for damages covered by property insurance during and after the completion of the Services.

### ARTICLE 11 - LIMITATIONS OF RESPONSIBILITY

Consultant shall not be responsible for (a) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project; (b) the failure of any contractor, subcontractor, vendor, or other Project participant, not under contract to Consultant, to fulfill contractual responsibilities to Client or to comply with federal, state, or local laws, regulations, and codes; or (c) procuring permits, certificates, and licenses required for any construction unless such procurement responsibilities are specifically assigned to Consultant in a Task Order.

### ARTICLE 12 - OPINIONS OF COST AND SCHEDULE

Because Consultant has no control over the cost of labor, materials, or equipment furnished by others, or over the resources provided by others to meet Project schedules, Consultant's opinion of probable costs and of Project schedules, if any, shall be made on the basis of experience and qualifications as a professional. Consultant does not guarantee that proposals, bids, or actual Project costs will not vary from Consultant's cost estimates or that actual schedules will not vary from Consultant's projected schedules.

## **Master Professional Services Agreement**

### **ARTICLE 13 - OWNERSHIP AND REUSE OF DOCUMENTS**

Consultant's work product which is prepared solely for the purposes of this Agreement, including, but not limited to, drawings, test results, recommendations and technical specifications, whether in hard copy or electronic form, shall become the property of Client when Consultant has been fully compensated as set forth herein. Consultant may keep copies of all work product for its records.

Consultant and Client recognize that Consultant's work product submitted in performance of this Agreement is intended only for the project described in this Agreement. Client's alteration of Consultant's work product or its use by Client for any other purpose shall be at Client's sole risk, and Client shall hold harmless and indemnify Consultant against all losses, damages, costs and expense, including attorney's fees, arising out of or related to any such alteration or unauthorized use.

### **ARTICLE 14 - ELECTRONIC COPIES AND INTELLECTUAL PROPERTY**

If requested, solely as an aid and accommodation to Client, Consultant may provide copies of its work product documents in computer-readable media ("electronic copies", "CADD"). These documents will duplicate the documents provided as work product, but will not bear the signature and professional seals of the registered professionals responsible for the work. Client is cautioned that the accuracy of electronic copies and CADD documents may be compromised by electronic media degradation, errors in format translation, file corruption, printing errors and incompatibilities, operator inexperience and file modification. Consultant will maintain the original copy, which shall serve as the official, archived record of the electronic and CADD documents. Client agrees to hold harmless, indemnify and defend Consultant from any claims arising out of or relating to any unauthorized change or alteration of electronic copies and CADD documents.

Client acknowledges that Consultant has developed proprietary systems, processes, apparatus, analytical tools and methods which Consultant uses in its business. Such systems, processes, apparatus, analytical tools and methods, including software, patents, copyrights and other intellectual property, and all derivations, enhancements or modifications thereof made by Consultant ("Intellectual Property") shall be and shall remain the property of Consultant. This Agreement does not confer any grant of a license to any such Consultant Intellectual Property, nor any right of use by the Client independently or by other Client contractors.

### **ARTICLE 15 - TERMINATION AND SUSPENSION**

This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement; provided, however, the nonperforming party shall have 14 calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party.

Client may terminate or suspend performance of this Agreement for Client's convenience upon written notice to Consultant. Consultant shall terminate or suspend performance of the Services on a

## Master Professional Services Agreement

schedule acceptable to Client, and Client shall pay Consultant for all the Services performed plus termination or suspension expenses. Upon restart of suspended Services, an equitable adjustment shall be made to Consultant's compensation and the Project schedule.

The provisions of this Article shall also apply to each individual Task Order, separate and apart from any other Task Orders, and without terminating or otherwise affecting this Agreement as a whole.

### ARTICLE 16 - DELAY IN PERFORMANCE

Neither Client nor Consultant shall be considered in default of this Agreement or any Task Order for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and delay in or inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either Client or Consultant under this Agreement or any Task Order. Consultant shall be granted a reasonable extension of time for any delay in its performance caused by any such circumstances.

Should such circumstances occur, the nonperforming party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance.

### ARTICLE 17 - NOTICES

Any notice required by this Agreement shall be made in writing to the address specified below:

Client:	James P. Walsh City Attorney City of Appleton 100 N. Appleton Street Appleton, WI 54911-4799 Tel: (920) 832-6423 Jim.Walsh@appleton.org	Consultant:	Tim Bolwerk Senior Geotechnical Engineer OMNNI Associates, Inc. One Systems Drive Appleton, WI 54914-1654 Tel: (920) 830-6150 Tim.Bolwerk@omnni.com
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Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Client and Consultant.

### ARTICLE 18 - DISPUTES

In the event of a dispute between Client and Consultant arising out of or related to this Agreement, or any Task Order, the aggrieved party shall promptly report to the other party. If the parties cannot thereafter resolve the dispute, each party shall nominate a senior officer of its management to meet to resolve the dispute by direct negotiation.

## **Master Professional Services Agreement**

Should such negotiation fail to resolve the dispute, the Client and Consultant agree that all disputes between them arising out of or relating to this Agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise.

During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder.

### **ARTICLE 19 - EQUAL EMPLOYMENT OPPORTUNITY**

The Consultant hereby affirms its support of affirmative action and that it abides by the provisions of the "Equal Opportunity Clause" of Section 202 of Executive Order 11246 and other applicable laws and regulations.

Consultant affirms its policy to recruit and hire employees without regard to race, age, color, religion, sex, sexual preference/orientation, marital status, citizen status, national origin or ancestry, presence of a disability or status as a Veteran of the Vietnam era or any other legally protected status. It is Consultant's policy to treat employees equally with respect to compensation, advancement, promotions, transfers and all other terms and conditions of employment.

Consultant further affirms completion of applicable governmental employer information reports including the EEO-1 and VETS-100 reports, and maintenance of a current Affirmative Action Plan as required by Federal regulations.

### **ARTICLE 20 - WAIVER**

A waiver by either Client or Consultant of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

### **ARTICLE 21 - SEVERABILITY**

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement or any Task Order. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if it did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

### **ARTICLE 22 - INTEGRATION**

This Agreement, including issued Task Orders (and their respective attachments, if any), represents the entire and integrated agreement between Client and Consultant. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written,

## **Master Professional Services Agreement**

relating to the subject matter of this Agreement.

### **ARTICLE 23 - SUCCESSORS AND ASSIGNS**

Client and Consultant each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners, to the other party to this Agreement and to the successors, executors, administrators, permitted assigns, legal representatives, and partners of such other party in respect to all provisions of this Agreement.

### **ARTICLE 24 - ASSIGNMENT**

Neither Client nor Consultant shall assign any rights or duties under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however, Consultant may assign its rights to payment without Client's consent. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Article shall prevent Consultant from engaging independent consultants, associates, and subcontractors to assist in the performance of the Services.

### **ARTICLE 25 - NO THIRD PARTY RIGHTS**

The Services provided for in this Agreement are for the sole use and benefit of Client and Consultant. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than Client and Consultant.

## Master Professional Services Agreement

IN WITNESS WHEREOF, Client and Consultant have executed this Agreement.

CITY OF APPLETON, WISCONSIN  
*a Wisconsin Municipal Corporation*  
(CLIENT)

OMNNI ASSOCIATES, INC.  
(Consultant)

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

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

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

Timothy M. Hanna  
Mayor

\_\_\_\_\_

Tim A. Bolwerk, P.E.  
Senior Geotechnical Engineer

Attest: \_\_\_\_\_

Kami Lynch  
City Clerk

\_\_\_\_\_

Christine Schulz  
Chief Financial Officer

*Approved as to form:*

\_\_\_\_\_

James P. Walsh  
City Attorney

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

\_\_\_\_\_

Anthony D. Saucerman  
Director of Finance



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

**APPLETON FIRE DEPARTMENT  
700 N. DREW STREET  
APPLETON, WI 54911**

## MEMORANDUM

**To:** Alderperson Kathy Plank, Finance Committee  
Alderperson Kyle Lobner, Safety and Licensing Committee  
Members of the Common Council

**From:** Jeremy J. Hansen, Fire Chief

**Date:** November 29, 2018

**Re:** Request to Purchase Fire Truck Utilizing Sole Source Agreement

In July 2016, the Appleton Fire Department received approval to sole source purchase the fire truck (pumper) that was approved in the 2017 Capital Improvement Program (CIP).

The Fire Department had/has identical pumpers in the 2017, 2018 and 2019 CEA replacement plan along with an identical, longer rescue pumper in the 2020 CEA replacement plan, the department discussed the ability to take advantage of additional cost savings by placing all four orders with subsequent delivery in budgeted years. This would allow the City to get the current pricing plus an approximate 3% Producer Price Index (PPI) increase each year. This breaks down as follows:

Description	CEA Replacement Year	Purchase as Four-Truck Order	Purchased Separately	Savings
189" PUC Engine	2017	\$ 616,625	\$ 625,000	\$ 8,375
189" PUC Engine	2018	\$ 634,100	\$ 650,000	\$ 15,900
189" PUC Engine	2019	\$ 653,200	\$ 676,000	\$ 22,800
214" PUC Engine	2020	\$ 758,800	\$ 793,030	\$34,230
<b>Total Saving:</b>				<b>\$81,305</b>

Under this scenario, no payment would be required until delivery. However, prepayment discounts are still available based on interest rates at the time of delivery. For example, in 2017 prepayment discount was 4.5% bringing the cost from \$616,625 to \$590,225. The department saved an additional \$26,400 by prepaying for this vehicle.

*"Appleton Fire Department....serving with P.R.I.D.E."*

The department has identified that standardizing our fleet will improve efficiencies and safety by providing consistency from one truck to the next for personnel moving from one station to station. Efficiencies will also be gained relating to maintenance of the vehicles. By ordering the same fire truck for the next four years, the department will save significant staff time by eliminating the need to develop specifications for each truck. The department will also save significant staff time relating to training on the new truck.

The department has a long-standing relationship with Pierce Manufacturing and has seen the innovation, cooperation, improved pricing, as well as their commitment and direct involvement in the growth of our City. When the department has encountered issues with our firetrucks, Pierce Manufacturing has been extremely responsive to our needs including taking parts off the assembly line to assist us in keeping our trucks in service.

Plans are currently underway to proceed with the third order in January 2019 to avoid a February 1<sup>st</sup> price increase. Therefore, the Appleton Fire Department requests the approval to order and prepay the third fire truck outlined in the four-truck sole source agreement with Fire Apparatus & Equipment, Pierce Manufacturing.

Please do not hesitate to contact me should you have any questions or concerns at 832-5810. Thank you!

# Original Alcohol Beverage Retail License Application

Submit to municipal clerk.

For the license period beginning \_\_\_\_\_ 20\_\_\_\_; ending June 30 2019

TO THE GOVERNING BODY of the:  Town of  Village of  City of Appleton

County of Outagamie Aldermanic Dist. No. \_\_\_\_\_ (if required by ordinance)

1. The named  Individual  Partnership  Limited Liability Company  Corporation / Nonprofit Organization

hereby makes application for the alcohol beverage license(s) checked above.

2. Name (individual/partners give last name, first, middle; corporations/limited liability companies give registered name): JJS Ventures LLC

Applicant's WI Seller's Permit No.:	FEIN Number:
LICENSE REQUESTED ▶	
TYPE	FEE
<input type="checkbox"/> Class A beer	\$
<input type="checkbox"/> Class B beer	\$
<input type="checkbox"/> Class C wine	\$
<input type="checkbox"/> Class A liquor	\$
<input type="checkbox"/> Class A liquor (cider only)	\$ N/A
<input type="checkbox"/> Class B liquor	\$
<input checked="" type="checkbox"/> Reserve Class B liquor	\$
<input type="checkbox"/> Class B (wine only) winery	\$
Publication fee	\$ <u>60.00</u>
<b>TOTAL FEE</b>	\$

An "Auxiliary Questionnaire," Form AT-103, must be completed and attached to this application by each individual applicant, by each member of a partnership, and by each officer, director and agent of a corporation or nonprofit organization, and by each member/manager and agent of a limited liability company. List the name, title, and place of residence of each person.

Title	Name (Last, First, M.I.)	Home Address	Post Office & Zip Code
President/Member <u>owner</u>	<u>Van Fossen Steven R</u>	<u>2278 Fraser Fir</u>	<u>Appleton, 54913</u>
Vice President/Member <u>owner</u>	<u>Verhoeven Jim P</u>	<u>4600 Timber Row</u>	<u>Appleton, 54913</u>
Secretary/Member			
Treasurer/Member			
Agent ▶			
Directors/Managers			

3. Trade Name ▶ TBD Business Phone Number \_\_\_\_\_  
 4. Address of Premises ▶ 509 W. College Ave Post Office & Zip Code ▶ \_\_\_\_\_

5. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period?  Yes  No  
 6. Is the applicant an employe or agent of, or acting on behalf of anyone except the named applicant?  Yes  No  
 7. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business?  Yes  No  
 8. (a) Corporate/limited liability company applicants only: Insert state \_\_\_\_\_ and date \_\_\_\_\_ of registration.  
 (b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company?  Yes  No  
 (c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin?  Yes  No  
 (NOTE: All applicants explain fully on reverse side of this form every YES answer in sections 5, 6, 7 and 8 above.)

9. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) 5200 Sq. FT. 1st Floor only occupied for consumption of beverages

10. Legal description (omit if street address is given above): 5200 Sq. FT 1st Floor occupied Building  
 11. (a) Was this premises licensed for the sale of liquor or beer during the past license year?  Yes  No  
 (b) If yes, under what name was license issued? \_\_\_\_\_  
 12. Does the applicant understand they must register as a Retail Beverage Alcohol Dealer with the federal government, Alcohol and Tobacco Tax and Trade Bureau (TTB) by filing (TTB form 5630.5d) before beginning business? [phone 1-877-882-3277].  Yes  No  
 13. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776].  Yes  No  
 14. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs?  Yes  No

**READ CAREFULLY BEFORE SIGNING:** Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000. Signer agrees to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants, or one member of a partnership applicant must sign; one corporate officer, one member/manager of Limited Liability Companies must sign.) 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.

(Officer of Corporation / Member / Manager of Limited Liability Company / Partner / Individual)

## TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk	Date reported to council / board	Date provisional license issued	Signature of Clerk / Deputy Clerk
Date license granted	Date license issued	License number issued	

Operator's Licenses for 12/12/18 S & L

Approved

Zoey M. Alexander	1451 Haen Drive, Kaukauna
Fouad B. Alkhouri	209 ½ N. Richmond St., Appleton
Erik J. Anderson	1414 W. 2 <sup>nd</sup> St., Appleton
Autumn M. Beard	2122 W. Russel Ct., Appleton
Devon J. Bergner	1108 Greenwood Dr., Menasha
Melanie R. Breit	907 N. Richmond St., Appleton
Emily P. Bruehl	2907 E. Rail Rd., Appleton
David R. Brunsen, Jr.	2425 Mason St., Appleton
Lauren C. Byers	507 E. Spring St., Appleton
April L. Fortune	1033 W. 5 <sup>th</sup> St., Appleton
Hannah M. Franz	W6290 Rock Rd., Hortonville
Kylie K. Gilbertson	W5149 E. Nichols Rd., Black Creek
Evan G. Goodwiler	643 W. Calumet St., Hilbert
Christy A. Gostas	873 Fullers' Way, Menasha
Carrin E. Gunderson	3022 W. Glenpark Dr., Appleton
Alana K. Hill	40 Fairway Ct., Appleton
Spencer E. Hobbs	290 S. Kools St., Appleton
Christopher S. Hoffman	121 E. Water St., #119, Appleton
Ashley M. Hopkins	837 5 <sup>th</sup> St., Menasha
Amanda D. Hulke	1831 N. Nicholas St., Appleton
Adrienne J. Kolar	625 S. Olson Ave., Appleton
Nicholas J. Konyn	713 E. Franklin St., Appleton
Allie J. Langkau	2113 N. Division St., Appleton
Christopher Lo	923 Meadowview, Menasha
Maloree Lazor	2710 E. Theodore Ln., Appleton
Christina N. Main	1400 W. 2 <sup>nd</sup> St., Appleton
Justine M. Mecha	627 7 <sup>th</sup> St., Menasha
Angel L. Mellon	801 N. Clark St., Appleton
Stacie N. Molina	517 Meadow Ln., Kaukauna
Beth A. Molnar	1610 Schaefer Circle, Apt. 14, Appleton
Erika E. Olson	912 N. Bay Ridge Rd., Appleton
Jan E. Paulson	1801 N. Blossom Dr., Appleton
Alexis A. Peterson-Lardinas	503 East McKinley St., Appleton
Heather A. Poole	1118 W. Kamps Ave., Appleton
Fiona M. Schimke	609 S. Pearl St., New London
Alexxis M. Scott-Wickert	3422 E. Paris Way, Appleton
Jason R. Seubert	543 N. Linwood Ave., Appleton

Hunter R. Sprague  
Buddi Subedi  
Tommy T. Vang  
Cristina Velazquez  
Brooke T. Whitten  
Nicole P. Will

202 Elm St., Combined Locks  
3045 Winnipeg St., Menasha  
537 E. Murray Ave., Appleton  
1640 Holland Rd., Appleton  
939 Sleepy Hollow Ln., Menasha  
1840 W. Weiland Ln. Apt. 2, Appleton



## REPORT TO CITY PLAN COMMISSION

**Plan Commission Public Meeting Date:** December 11, 2018

**Common Council Meeting Date:** December 19, 2018

**Item:** Dedication of Public Right-of-Way for Appleton Street

**Case Manager:** David Kress

### GENERAL INFORMATION

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**Owner/Applicant:** City of Appleton c/o Tom Kromm

**Location:** Generally located at the east end of Jones Park, along the west line of existing Appleton Street right-of-way (part of parcel #31-2-0116-01)

**Petitioner's Request:** The applicant is requesting a dedication of land for public right-of-way for Appleton Street.

### BACKGROUND

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As a part of the effort to convert Appleton Street to two-way traffic, the Department of Public Works anticipates construction of a new bridge near the subject area in 2019. During this project, the parking lot located off of Rocky Bleier Run and beneath the bridge will also be reconstructed. By expanding the size of Appleton Street right-of-way, the applicant's request would allow the bridge and parking lot projects to occur entirely within the public right-of-way, which simplifies the review and approval processes.

### STAFF ANALYSIS

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**Public Right-of-Way Dedication:** Approximately 8,246 square feet of land is included in the proposed right-of-way dedication. This includes part of parcel #31-2-0116-01 (width varies).

**Street Classification:** The City's Arterial/Collector Plan Map identifies this portion of Appleton Street as an arterial street.

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

**North:** PD/R-3 Planned Development Multi-Family District. The adjacent land uses to the north are currently multi-family residential.

**South:** CBD Central Business District. The adjacent land use to the south is currently Jones Park.

**East:** CBD Central Business District. Existing Appleton Street right-of-way is immediately east of the subject property.

**West:** CBD Central Business District. The adjacent land use to the west is currently Jones Park.

**Street Dedication – Appleton Street**  
**December 11, 2018**  
**Page 2**

**Comprehensive Plan 2010-2030:** The City of Appleton *Comprehensive Plan 2010-2030* identifies this area for future public parks and open space uses. The proposed public right-of-way dedication is consistent with the following goal of the *Comprehensive Plan 2010-2030*.

*Goal 4 – Transportation*

*Appleton will support a comprehensive transportation network that provides viable options for pedestrian, bicycle, highway, rail, and air transportation, both locally and within the region.*

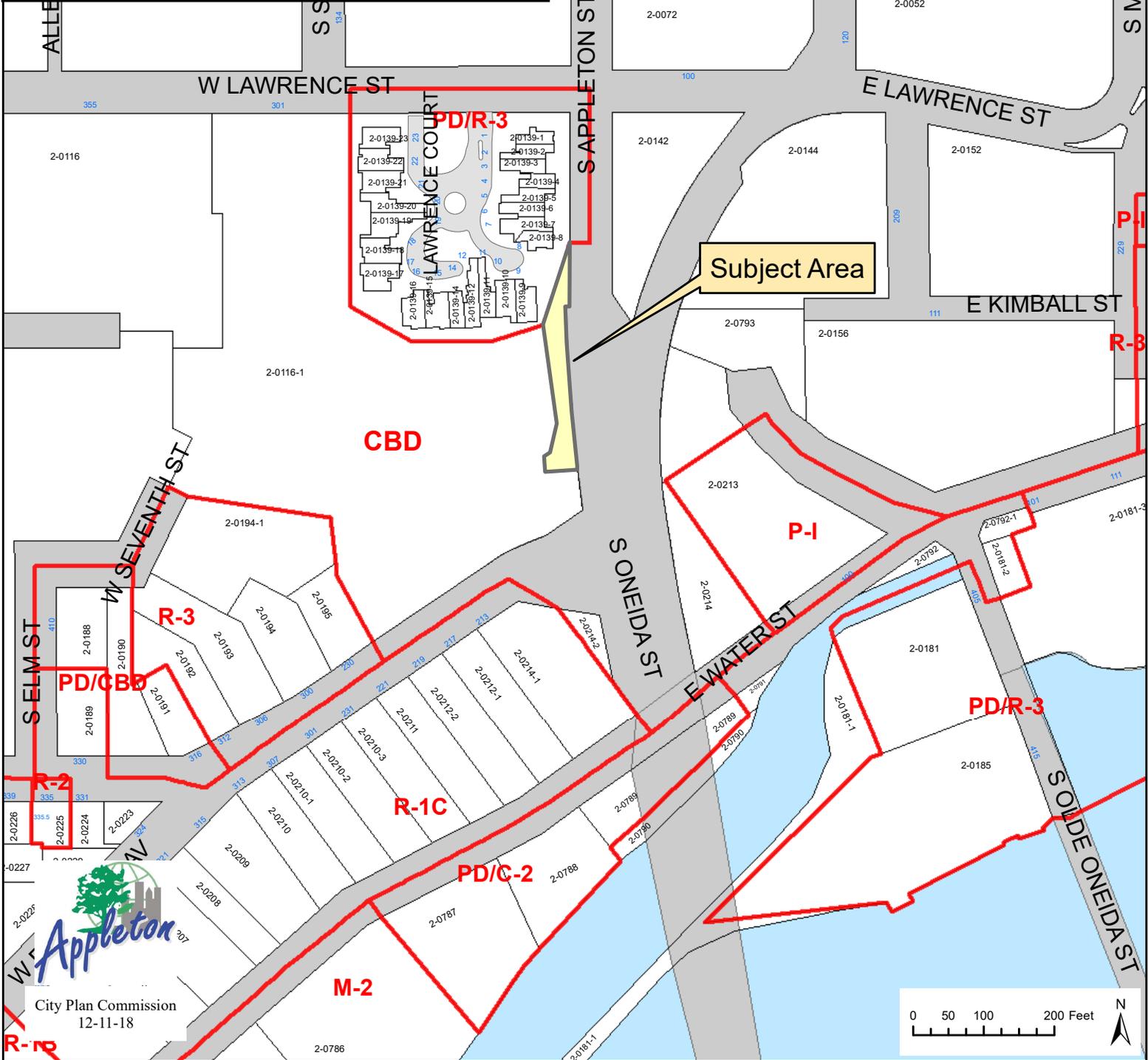
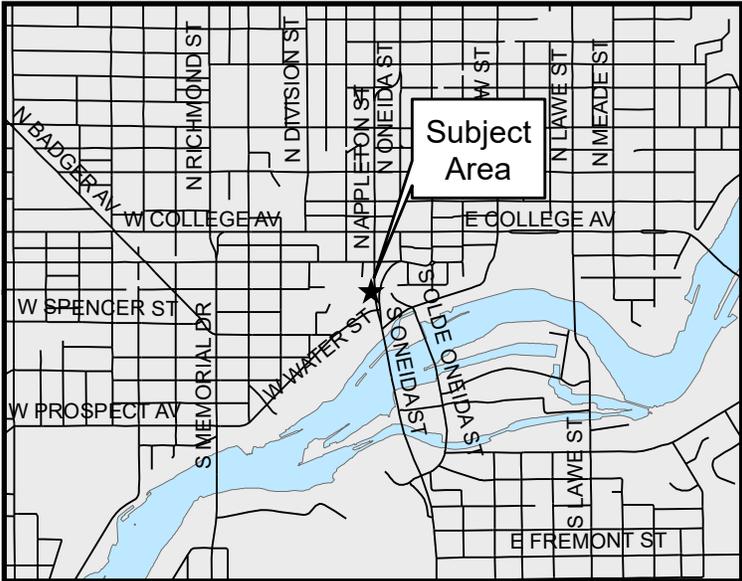
**Technical Review Group (TRG) Report:** This item was discussed at the November 20, 2018 Technical Review Group meeting. No negative comments were received from participating departments.

**RECOMMENDATION**

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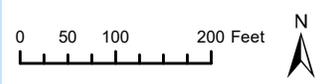
Staff recommends the dedication of land for public right-of-way for Appleton Street, as shown on the attached maps, **BE APPROVED**.

# Appleton Street (at Jones Park) Street Right-of-Way Dedication Zoning Map

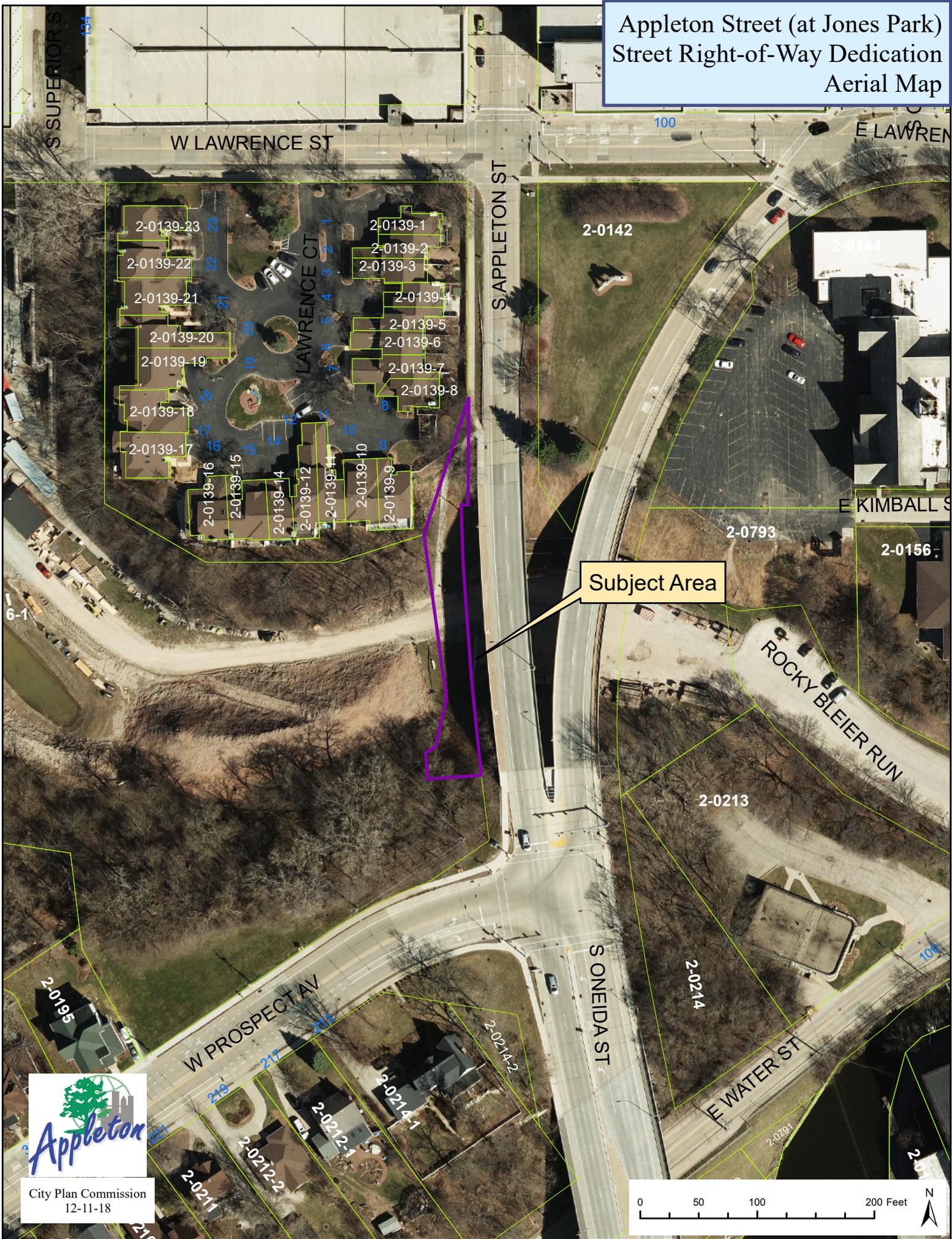


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2-0273-3	
2-0273-2	

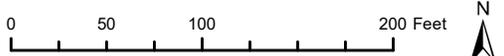
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	2-0047
	2-0048
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	2-0050
	2-0051
	2-0051-1



Appleton Street (at Jones Park)  
Street Right-of-Way Dedication  
Aerial Map



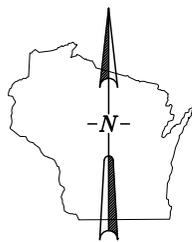
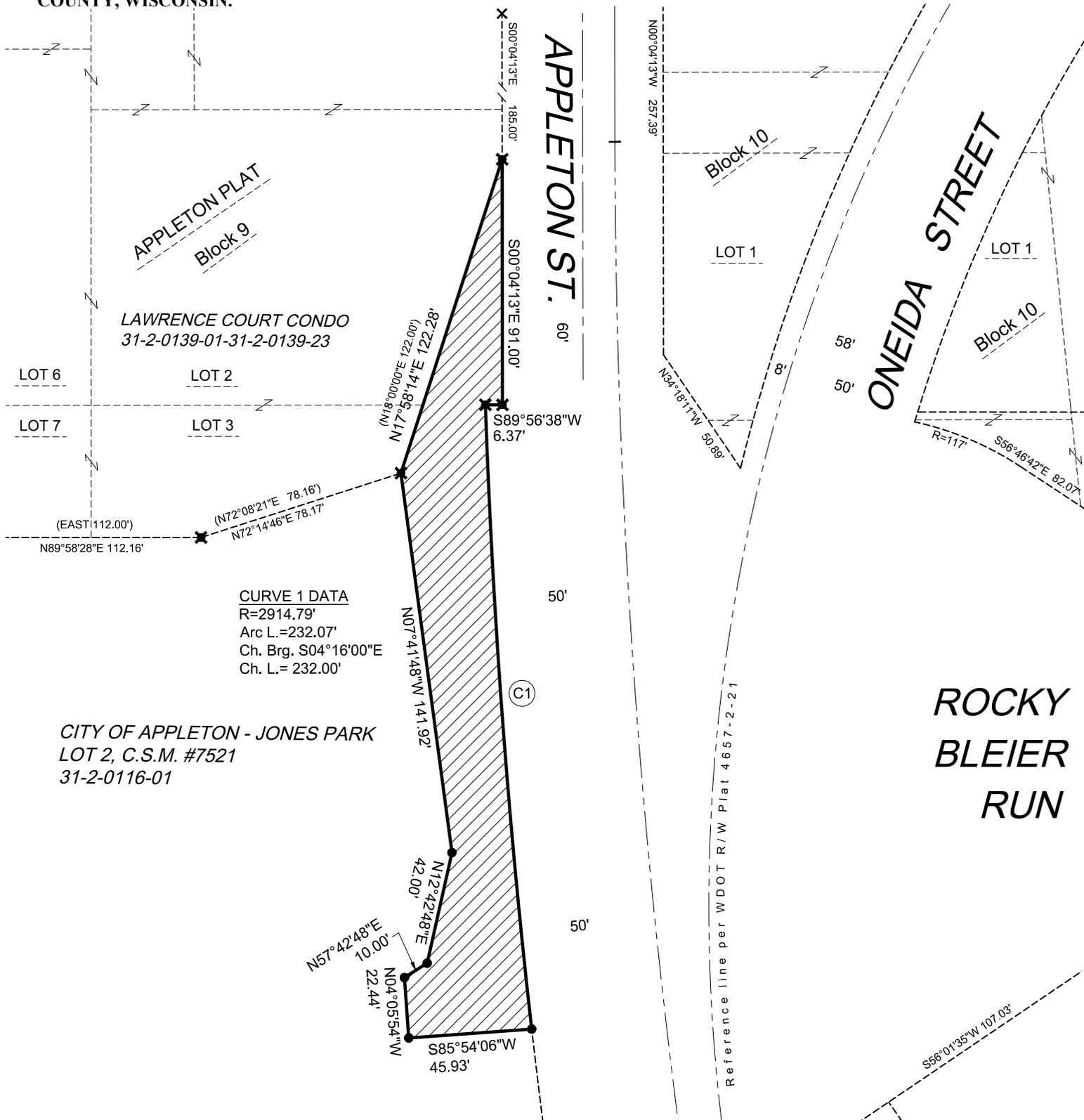
City Plan Commission  
12-11-18



# EXHIBIT "A"

## APPLETON STREET AND ONEIDA STREET

RIGHT-OF-WAY MONUMENTATION MAP, LOCATED IN THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 26, TOWNSHIP 21 NORTH, RANGE 17 EAST, CITY OF APPLETON, OUTAGAMIE COUNTY, WISCONSIN.



BEARINGS ARE REFERENCED TO THE WISCONSIN COUNTY COORDINATE SYSTEM, OUTAGAMIE COUNTY, SOUTH LINE OF THE SW 1/4 OF SECTION 26, RECORDED AS N.89°58'34"W.



**LEGEND**

- = 3/4" x 24" Iron Rebar set
- ✕ = Iron Rebar Found
- ⊙ = Government Corner
- ▲ = Iron Pipe Found
- ✕ = Chisel Mark Found
- - - = Historic Parcel Line
- ( ) = Measurement of Record
- ▨ = Acquisition(Fee) Area

DATED THIS \_\_\_\_ DAY OF \_\_\_\_ 2018  
THOMAS M. KROMM



**SCHEDULE OF LAND AND INTERESTS REQUIRED**

PARCEL NO.	SHEET NO.	OWNER	INTEREST	NEW AREA	EXISTING	REMAINING
1	1	CITY OF APPLETON	FEE	8,246 SQ. FT.	233,731 SQ. FT.	225,485 SQ. FT.

**CITY OF APPLETON**

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

DRAFTED BY: T. KROMM

**Owner: City of Appleton**

**Parcel 31-2-0116-01**

**Fee Interest: 8,246 total Sq. Ft. of new right of way**

Part of Lot Two (2) of **Certified Survey Map No. 7521**, being located in the Southeast Quarter (SE ¼) of the Southwest Quarter (SW ¼) of Section Twenty-Six (26), Township Twenty-One (21) North, Range Seventeen (17) East, City of Appleton, Outagamie County, Wisconsin, containing 8,246 square feet of land and being further described by: Commencing at the Southwest corner of Appleton Street and Lawrence Street and being coincident with the Northeast corner of Block Nine (9) of the Second Ward Plat (Aka Appleton Plat), according to the recorded Assessor's Plat of the City of Appleton;

Thence South 00°04'13" East 185.00 feet along the West line of Appleton Street and being coincident with the East line of said Block 9 to the most East and North corner of Lot 2 of said Certified Survey Map No. 7521 and being the point of Beginning;

Thence continue South 00°04'13" East 91.00 feet coincident with the West line of Appleton Street;

Thence South 89°56'38" West 6.37 feet;

Thence Southeasterly 232.07 feet along the arc of a curve to the left having a radius of 2914.79 feet and the chord of which bears South 04°16'00" East 232.00 feet and being coincident with the Westerly line of Appleton Street per Wisconsin Department of Transportation Right of Way Plat 4657-2-21;

Thence South 85°54'06" West 45.93 feet;

Thence North 04°05'54" West 22.44 feet;

Thence North 57°42'48" East 10.00 feet;

Thence North 12°42'48" East 42.00 feet;

Thence North 07°41'48" West 141.92 feet;

Thence North 17°58'14" East 122.28 feet to the point of beginning.

SEE ALSO ATTACHED EXHIBIT "A"



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

---

**PARKS, RECREATION & FACILITIES  
MANAGEMENT**

**Dean R. Gazza, Director**

1819 East Witzke Boulevard

Appleton, Wisconsin 54911-8401

(920) 832-5572 FAX (920) 993-3103

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

**To:** Parks and Recreation Committee

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

**Date:** December 10, 2018

**Re:** Action: Request Approval of Proposed 2019 Golf Course Rates Policy

---

Attached is the proposed 2019 Reid Golf Course Rates Policy that outlines the daily fees and pass rates for 2019. The 2019 Reid Golf Course Rates Policy is consistent with the policy adopted by the Parks and Recreation Committee and Common Council in 2018.

The policy continues to include a Discount Card that provides a 15% discount on daily fees and no rate increases for 2019.

The proposed 2019 Reid Golf Course Rates Policy will be presented to the Parks and Recreation Committee as an action item on Monday, December 10, 2018. This policy is being presented for approval at this time to begin planning for the 2019 season.

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

<b>CITY OF APPLETON POLICY</b>		<b>TITLE: REID GOLF COURSE RATES POLICY</b>	
ISSUE DATE: Day of Council Adoption		LAST UPDATE: December 2008, December 2010, December 2011, September 2012, September 2013, August 2014 October 2015, November 2016, November 2017, November 2018	
POLICY SOURCE: Parks and Recreation Department		TEXT NAME: J:\Department\Administration\Policies\ Golf Course	
Reviewed by Attorney's Office Date:		TOTAL PAGES: 5	
Parks and Recreation Committee Approval Date:		Council Approval Date:	

**I. PURPOSE:**

The Appleton Parks, Recreation and Facilities Management Department operates Reid Golf Course to maintain open space and provide for the recreational needs of the Community. The adoption of the rates outlined in this policy provides additional recreational opportunities to the members of the public. In addition, these rates shall provide revenues to meet operational, administrative and debt service expenses. The policy also contains procedures regarding refunds and coupon/pass upgrades that will provide additional golf opportunities, secure additional revenues for the City of Appleton and increase customer satisfaction.

**II. POLICY:**

It is the policy of the City of Appleton to establish daily green fees, discount cards and annual pass rates to meet changing community and participant interests and secure revenues to meet operational, administrative and debt service needs of the golf course. All daily green fees, discount cards and annual pass rates shall be established by the Parks, Recreation and Facilities Management Department and presented to the Parks and Recreation Committee and Council for annual review and adoption. Special and/or seasonal rates shall be established by the Parks, Recreation and Facilities Management Department to address current market conditions, changing competition, local and national trends, seasonal opportunities, golf course conditions, etc.

**III. DEFINITIONS:**

1. Discount Card – Provides 15% discount on regular green fees
2. Weekday – Monday through Friday
3. Weekend – Saturday, Sunday and holidays

4. Dependent - Child age 18 and under, for family passes only
5. Junior – Age 18 and under
6. Junior Associate – Age 19 to 24
7. Associate – Age 25 to 40
8. Adult – Age 41 to 61
9. Senior – Age 62 and up
10. Family – All persons currently residing at the same address who are directly related (mother, father, son, daughter), or are foster children. Families are limited to two adults and the dependents and/or foster children.
11. Guest Round – A free round of golf provided to a guest of Annual pass holder.
12. New Pass Holder – individual and/or family who have not purchased an annual pass the previous year.
13. Business Pass – Pass purchased by businesses and companies for use by employees, business guests, etc. The Business Pass includes a foursome for one tee time and two carts per day.

#### **IV. DISCUSSION:**

1. Weekday daily fees will be charged Monday through Friday, except holidays.
2. Weekend daily fees will be charged Saturdays, Sundays and all holidays.
3. A Weekday Pass:
  - a. Is available for 9-hole or 18-hole play.
  - b. Can be used anytime Monday through Thursday and Fridays from 6:00 am to 11:00 am.
  - c. Can be used for league play Monday through Friday.
  - d. Cannot be used for tournaments, outings and/or special events.
4. An Associate, Junior Associate, Adult, and Family Annual Pass:
  - a. Is available for 9-hole or 18-hole play.
  - b. Can be used anytime Monday through Sunday and holidays based on availability.
  - c. Can be used for league play Monday through Friday.
  - d. Can be used for tournaments, outings and/or special events.
5. A Junior Annual Pass:
  - a. Is available for 9-hole or 18-hole play.
  - b. Can be used anytime Monday through Thursday and Fridays from 6:00 am – 3:00 pm and Friday Twilight.
  - c. Can be used Saturdays, Sundays and holidays after 2:00 PM
  - d. Can be used for tournaments, outings and special events.
6. A Junior Summer Pass:
  - a. Is available for 9 or 18 hole play.
  - b. Can be used from Memorial Day to Labor Day only.
  - c. Can be used Monday through Friday from 6:00 am to 3:00 pm.
  - d. Can be used Saturdays, Sundays and holidays after 2:00 PM.
  - e. Cannot be used for tournaments, outings, and/or special events.
7. A New Pass Holder (Weekday or Annual) can purchase a pass for the following year at the end of the current golf season and the pass can be used for the remainder of the

current golf season and the entire following golf season. The use of the Weekday and/or Annual Pass for the remainder of the current golf season will be consistent with #4, #5 and #6 above.

8. The Discount Card is available:
  - a. Provides a 15% discount on all regular green fees.
  - b. Cannot be used for tournaments, outings and/or special events.
9. Discount Cards, Special, Weekday and Annual Passes cannot be transferred to another individual.
10. The Family Annual Pass provides the benefits listed in #5 above to the pass holder and family members. An adult family member must accompany a minor child/children when a Family Annual Pass is used.
11. The Business Pass allows the company and/or business to schedule one (1) foursome for one tee time per day during the golf season and also includes two (2) carts. The company and/or business must schedule the tee time for the foursome with the Pro Shop office at least 24 hours before the tee time by the designated business representative(s). The Business Pass cannot be used for league play, outings and tournaments.
12. The Guest Rounds provided to annual pass holders can only be used when the guest is accompanied by the pass holder. Junior guest passes are only redeemable for juniors.
13. The Guest Rounds are good for either 9-hole or 18-hole rounds. All guest passes are redeemable based on which golf pass was purchased, annual vs. weekday.
14. All Discount Cards, Coupon Books, Weekday and Annual Passes expire at the end of the season for which they were purchased.
15. Twilight rates allow for unlimited play from the established start time until the course closes.
16. There will be no refunds issued for passes or discount cards. Exceptions may be granted in hardship cases by the Parks and Recreation Committee and City Council.

### REID GOLF COURSE – Proposed Fees

WEEKDAY DAILY FEES		2015	2016	2017	2018	Proposed	Net
Adult 9		\$16.00	\$17.00	\$17.00	\$17.00	\$17.00	\$0
Adult 18		\$26.50	\$28.00	\$28.00	\$28.00	\$28.00	\$0
Senior 9		\$14.00	\$15.00	\$15.00	\$15.00	\$15.00	\$0
Senior 18		\$23.00	\$24.00	\$24.00	\$24.00	\$24.00	\$0
Junior w/ restrictions	-	-	\$10.00	\$10.00	\$10.00	\$10.00	\$0
<b>WEEKEND DAILY FEES</b>							
Adult/Junior/Senior 9		\$18.50	\$19.50	\$19.50	\$19.00	\$19.00	\$0
Adult/Junior/Senior 18		\$29.50	\$31.00	\$31.00	\$31.00	\$31.00	\$0
<b>REPLAY RATES</b>							
Walking	-	-	\$15.00	\$15.00	\$15.00	\$15.00	\$0
Riding	-	-	\$25.00	\$25.00	\$25.00	\$25.00	\$0
<b>TWILIGHT (unlimited golf)</b>							
Walking		\$9.00	\$9.50	\$11.00	\$11.00	\$11.00	\$0
Riding	-	\$17.00	\$18.50	\$22.00	\$22.00	\$22.00	\$0
<b>SUPER TWILIGHT Fri, Sat &amp; Sun 3-5</b>							
9 Holes – walking	-	-	\$15.00	\$15.00	\$15.00	\$15.00	\$0
18 Holes – walking	-	-	\$24.00	\$24.00	\$24.00	\$24.00	\$0
<b>DISCOUNT CARDS</b>							
Adults/Seniors		\$30.00	\$30.00	\$31.50	\$31.50	\$31.50	\$0
<b>SPECIALS</b>							
Junior Summer Pass		\$175	\$150	\$150	\$150	\$150	\$0
<b>WEEKDAY PASSES (Monday-Friday Only)</b>							
Junior		\$225	\$175	\$175	\$175	\$175	\$0
Adult		\$775	\$775	\$815	\$815	\$815	\$0
Senior		\$625	\$625	\$660	\$660	\$660	\$0
<b>ANNUAL PASSES</b>							
Junior		\$300	\$200	\$200	\$200	\$200	\$0
Junior Associate		-	-	-	\$350	\$350	\$0
Associate		\$700	\$700	\$735	\$735	\$735	\$0
Adult		\$1050	\$1050	\$1105	\$1050	\$1050	\$0
Senior		\$750	\$750	\$790	\$800	\$800	\$0
Family		\$1100	\$1100	\$1155	\$1155	\$1155	\$0
Business		\$2500	\$2500	\$2625	\$2625	\$2625	\$0

\*\*Tax included on daily fees beginning in 2016 and Annual Passes in 2017\*\*

#### Returning Pass Holder Loyalties

**2015 Pass Sales** - New Pass Holders-Purchase 2015 pass in 2014. Good for remainder of 2014 and all of 2015

- Returning Pass Holders from 2014 – Purchase 2015 pass before March 15 and receive three (3) guest passes. Guest pass is good anytime for a 9-hole or 18-hole round.

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-Purchase pass in 2016 and play remainder of year with next year's pass

-Returning Pass Holders receive 3 free guest passes

-5% off 2 passes, 10% off 3 passes in March

**2018 Pass Sales**

-Returning Pass Holders receive 3 free guest passes and 3 free drink tickets.

-Pass Holders receive packet including merchandise coupons and yardage book.

**Pass Sales**

- Returning Pass Holders receive 3 free guest passes.
- Pass Holders receive packet including merchandise coupons and yardage book.

<b>CITY OF APPLETON POLICY</b>		<b>TITLE: REID GOLF COURSE RATES POLICY</b>	
ISSUE DATE: Day of Council Adoption		LAST UPDATE: December 2008, December 2010, December 2011, September 2012, September 2013, August 2014 October 2015, November 2016, November 2017, November 2018	
POLICY SOURCE: Parks and Recreation Department		TEXT NAME: J:\Department\Administration\Policies\ Golf Course	
Reviewed by Attorney's Office Date:		TOTAL PAGES: 5	
Parks and Recreation Committee Approval Date:		Council Approval Date:	

**I. PURPOSE:**

The Appleton Parks, Recreation and Facilities Management Department operates Reid Golf Course to maintain open space and provide for the recreational needs of the Community. The adoption of the rates outlined in this policy provides additional recreational opportunities to the members of the public. In addition, these rates shall provide revenues to meet operational, administrative and debt service expenses. The policy also contains procedures regarding refunds and coupon/pass upgrades that will provide additional golf opportunities, secure additional revenues for the City of Appleton and increase customer satisfaction.

**II. POLICY:**

It is the policy of the City of Appleton to establish daily green fees, discount cards and annual pass rates to meet changing community and participant interests and secure revenues to meet operational, administrative and debt service needs of the golf course. All daily green fees, discount cards and annual pass rates shall be established by the Parks, Recreation and Facilities Management Department and presented to the Parks and Recreation Committee and Council for annual review and adoption. Special and/or seasonal rates shall be established by the Parks, Recreation and Facilities Management Department to address current market conditions, changing competition, local and national trends, seasonal opportunities, golf course conditions, etc.

**III. DEFINITIONS:**

1. Discount Card – Provides 15% discount on regular green fees
2. Weekday – Monday through Friday
3. Weekend – Saturday, Sunday and holidays

4. Dependent - Child age 18 and under, for family passes only
5. Junior – Age 18 and under
6. Junior Associate – Age 19 to 24
7. Associate – Age 25 to 40
8. Adult – Age 41 to 61
9. Senior – Age 62 and up
10. Family – All persons currently residing at the same address who are directly related (mother, father, son, daughter), or are foster children. Families are limited to two adults and the dependents and/or foster children.
11. Guest Round – A free round of golf provided to a guest of Annual pass holder.
12. New Pass Holder – individual and/or family who have not purchased an annual pass the previous year.
13. Business Pass – Pass purchased by businesses and companies for use by employees, business guests, etc. The Business Pass includes a foursome for one tee time and two carts per day.

#### **IV. DISCUSSION:**

1. Weekday daily fees will be charged Monday through Friday, except holidays.
2. Weekend daily fees will be charged Saturdays, Sundays and all holidays.
3. A Weekday Pass:
  - a. Is available for 9-hole or 18-hole play.
  - b. Can be used anytime Monday through Thursday and Fridays from 6:00 am to 11:00 am.
  - c. Can be used for league play Monday through Friday.
  - d. Cannot be used for tournaments, outings and/or special events.
4. An Associate, Junior Associate, Adult, and Family Annual Pass:
  - a. Is available for 9-hole or 18-hole play.
  - b. Can be used anytime Monday through Sunday and holidays based on availability.
  - c. Can be used for league play Monday through Friday.
  - d. Can be used for tournaments, outings and/or special events.
5. A Junior Annual Pass:
  - a. Is available for 9-hole or 18-hole play.
  - b. Can be used anytime Monday through Thursday and Fridays from 6:00 am – 3:00 pm and Friday Twilight.
  - c. Can be used Saturdays, Sundays and holidays after 2:00 PM
  - d. Can be used for tournaments, outings and special events.
6. A Junior Summer Pass:
  - a. Is available for 9 or 18 hole play.
  - b. Can be used from Memorial Day to Labor Day only.
  - c. Can be used Monday through Friday from 6:00 am to 3:00 pm.
  - d. Can be used Saturdays, Sundays and holidays after 2:00 PM.
  - e. Cannot be used for tournaments, outings, and/or special events.
7. A New Pass Holder (Weekday or Annual) can purchase a pass for the following year at the end of the current golf season and the pass can be used for the remainder of the

current golf season and the entire following golf season. The use of the Weekday and/or Annual Pass for the remainder of the current golf season will be consistent with #4, #5 and #6 above.

8. The Discount Card is available:
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12. The Guest Rounds provided to annual pass holders can only be used when the guest is accompanied by the pass holder. Junior guest passes are only redeemable for juniors.
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14. All Discount Cards, Coupon Books, Weekday and Annual Passes expire at the end of the season for which they were purchased.
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**REID GOLF COURSE – Proposed Fees**

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

**PARKS, RECREATION & FACILITIES  
MANAGEMENT**

**Niki Wendt, Recreation Manager**

1819 East Witzke Boulevard  
Appleton, Wisconsin 54911-8401  
(920) 832-3925 FAX (920) 993-3103  
Email – [niki.wendt@appleton.org](mailto:niki.wendt@appleton.org)

TO: Parks & Recreation Committee

FROM: Niki Wendt, Recreation Manager

DATE: December 4, 2018

RE: Action: Request Approval of Updated Recreation Program Fee Waiver Policy

The Parks, Recreation & Facilities Management Department along with the City Attorney’s Office have updated the Recreation Fee Waiver Policy.

Outside of cleaning up some of the language to replace the term coupon with punchcard the main change to the policy falls under eligible activities and the family punchcards. In the past the fee waiver applicant and their family members were offered punchcards with their application. In essence, each household member of the applicant would be offered a punchcard with 12 admissions. So for a family of five we would be issuing 60 free admissions. The number of families taking advantage of this increased significantly and it is the recommendation of the staff to create a “family punchcard” good for fifteen (15) pool admissions to be used as the family sees fit.

Another change was made to the eligibility noting how we verify their status of being on the free or reduced lunch program by presenting their letter from the Appleton Area School District (AASD). If their child(ren) do not attend AASD the policy outlines the forms they can present for their qualifications.

Please contact me at 832-3925 or [niki.wendt@appleton.org](mailto:niki.wendt@appleton.org) with any questions.

<b>CITY OF APPLETON POLICY</b>		<b>TITLE: RECREATION PROGRAM FEE WAIVER POLICY</b>	
ISSUE DATE: Day of Council Adoption: May 7, 2003		LAST UPDATE: April 2006 January 2007	
POLICY SOURCE: Parks, Recreation and Facilities Management Department		SECTION: Parks and Recreation	
Reviewed by Attorney's Office Date: November 26, 2018		Parks and Recreation Committee Approval Date: January 9, 2008	
		Council Approval Date: January 16, 2008	

#### I. PURPOSE

The purpose of this policy to provide guidelines for allowing youth living in the City of Appleton the opportunity to participate in recreation programs offered by the Parks, Recreation and Facilities Management Department, regardless of their financial status.

#### II. POLICY

It is the policy of the City of Appleton to waive fees for participation in recreation programs offered to youth when appropriate documentation of financial need is provided.

#### III. DISCUSSION

The City of Appleton wants to ensure that all of its youth have access to the benefits of recreational programs and activities, regardless of household income. To ensure accessibility, the City allows fee waivers for instructional programs, sports leagues and aquatics, and eligible youth's families are offered an annual pool pass or family punchcard for pool admission.

#### IV. DEFINITIONS

- Adult – a resident aged 18 and older.
- Family – youth and adults residing at the same address where the adult(s) are the legal guardians.
- Family punchcard – a card authorizing admission at City of Appleton pools with fifteen (15) allowable admissions for family members for one (1) calendar year.
- Pool Pass – a pass authorizing admission at City of Appleton pools with an unlimited amount of admissions for family for one (1) calendar year.
- Resident – a person who resides within the corporate city limits of the City of Appleton.
- Youth – a resident aged 17 or under.

## V. PROCEDURE

### A. Eligible Activities

1. Fee waivers are available to all City of Appleton youth who wish to participate in instructional programs, sport leagues, and/ or obtain an annual pool pass or family punchcard for pool admission.
  - a. To be eligible for a pool pass, the youth must register for a swim lesson program, attend at least 70% of the classes, and present the swim test card to the City Hall 1<sup>st</sup> Floor Customer Service Center. One parent or guardian may also receive an annual pool pass at that time.
  - b. All approved fee waiver applicants will have the ability to receive one family punchcard good for fifteen (15) pool admissions for a family (limit one per family) during the calendar year.
  - c. The Aquatic Fee Policy shall identify the distribution and administration of pool passes and punchcards.
2. Fee waivers are not available for youth participation in playground trips, for dance costumes, or for programs offered through a partnership with another agency.

### B. Eligibility

1. Fee waivers are available to City of Appleton residents only.
2. Residents may apply for the fee waiver by completing the fee waiver application form signed by an adult member of the household. Fee waivers will be granted based on the youth's family income status. Income status will be determined based on the Appleton Area School District National Lunch Program income scale. Applicants who meet the income guidelines for the free or reduced lunch program shall be deemed eligible for a fee waiver. Applicants must submit a copy of the letter from their school district stating that their child(ren) qualifies for the free or reduced lunch program along with the signed fee waiver application.
3. Applicants who do not have students in the Appleton Area School District must submit an acceptable household income statement. Household income statements must include a copy of one of the following: the applicant's most recent Internal Revenue Service Form 1040, last two pay check statements, or Notice of Decision from Social Services showing current food stamp and AFDC qualifications.

### C. Fee Waiver Limits

1. The maximum fee waiver per youth is \$75.00 per calendar year. Fee waivers for family punchcards do not count toward the fee waiver limit.
  2. An applicant who is granted a fee waiver will be required to pay \$5.00 toward the registration fee. The \$5.00 fee is not required for pool passes or a family punchcard.
- D. Residency Verification - A current driver's license, utility bill, apartment lease or tax bill may be used by the parent or legal guardian of the applicant to verify residency.
- E. Application
1. A Fee Waiver Application Form, available at the City Hall 1<sup>st</sup> Floor Customer Service Center, must be completed for each fee waiver request, and must be signed by an adult member of the household. Requests will not be accepted for program registrations that have previously been processed. Requests will be confidentially reviewed by the Recreation Manager or designee. Requests may take up to two weeks for processing.
  2. If a request is denied, or if the applicant knows they do not meet the eligibility requirements, a hardship exception may be requested by completing the Hardship Exception portion of the fee waiver application available at the City Hall 1<sup>st</sup> Floor Customer Service Center. The hardship request will be confidentially reviewed by the Recreation Manager or designee. Hardship requests may take up to two weeks for processing.

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**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:  
MSB Fuel Site Improvements

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**Be awarded to:**

Name: US Petroleum Equipment  
Address: 425 Better Way  
Appleton, WI 54915

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In the amount of : 141,692.00  
With a 7 % contingency of : \$9,919.00  
For a project total not to exceed : \$151,611.00

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

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

Budget: \$175,000.00  
Estimate: \$175,000.00  
Committee Date: 12/10/18  
Council Date: 12/19/18

**Exhibit A**  
**Unit Costs and Scope of Work**  
**Improvements to Existing Fuel System**

Site Name and Address: City of Appleton, 2625 E. Glendale Avenue, Appleton, Wisconsin

Endpoint Solutions Project Number: 196-003-002

<u>Item Description</u>	<u>Estimated Quantity</u>	<u>Pay Unit</u>	<u>Total Cost</u>
1. Obtain all necessary permits and approvals for proposed work. Arrange performance of necessary inspections for required permit compliance and inspections of installed equipment by third-party, perform third-party system integrity test. Provide Owner with performance bond of 100% of project costs and a bid bond of 5% of project costs.	1	LS	\$ <u>40,500.00</u>
2. Mobilization and demobilization of equipment to and from site.	1	LS	\$ <u>800.00</u>
3. Provide and install a new tank monitor system to monitor product levels in tank and detect liquid in the dispenser and piping sumps. System will also monitor underground product piping and containment sumps for the presence of liquid. The unit will satisfy requirements of ATCP 93.510 and be acceptable for use in the State of Wisconsin. The tank monitor system must be able to provide an acceptable double wall tank and single wall piping integrity test results. The unit must also display a visual and audible alarm when either tank system reaches 90% capacity. The monitor unit will be located in the current tank monitor system location.	1	LS	\$ <u>21,695.00</u>
4. Remove existing dispensers, existing FMU control stations and existing island lights and save for reuse. Remove and replace existing dispenser islands and replace with a new dispenser islands and dispenser crash protection. Contractor will also install dispenser containment tubs below the dispenser positions. The contractor will then reinstall the existing dispenser units, the FMU control stations and the island light poles. The contractor will be responsible for removing and replacing concrete for the dispenser islands. The islands will be redone in pairs in an effort to maintain the availability of the fuel system to service municipal vehicles	1	LS	\$ <u>47,758.00</u>
5. Remove existing tank top fixtures and concrete pads and expose the tank top sufficiently to complete the prescribed work. Design, install and test supplemental cathodic protection for all three tanks. Remove and replace the tank top containment sumps on all three tanks. Install new 42" containment tubs on each tank. Remove and replace the tank fill connection sumps. Install new submersible pumps in each tank. The pumps will be connected to existing piping, each pump will have a flex connector and an isolation valve.	1	LS	\$ <u>55,239.00</u>

<u>Item Description</u>	<u>Estimated Quantity</u>	<u>Pay Unit</u>	<u>Total Cost</u>
6. Connect the two diesel fuel tanks with a 2" siphon bar system to equalize fuel use. The siphon bar will be connected to the center tank submersible pump to provide a source to prime the tank at each use. Fitting can be added to the tank manway to facilitate the siphon bar installation. The siphon bar piping will be double wall fiberglass piping and will have an isolation valve and have flex connectors at each end.	1	LS	\$4,075.00
7. Design, provide and install additional cathodic protection anodes on the three (3) existing UST's to supplement the existing corrosion protections system. The total additional anode quantity should offer 30 years of cathodic protection to the tank systems to match the originally installed anode package on the STI-P3 tanks. The installation will be performed by a qualified NACE individual. The installer will provide proper documentation for the design of the additional cathodic protection.	1	LS	\$10,295.00
8. Install a new remote shutoff for entire dispensing system in accordance with NFPA 30A. Install a new audible and visual overflow alarm annunciator. The new equipment is to be located in the same place as the existing equipment on the building wall southeast of the fuel system.	1	LS	\$780.00
Total Bid (bid items 1 - 8) \$			141,692.00

The Contractor shall have facilities available for fueling within 35 working days of Notice to Proceed. Liquidated damages shall be paid \$500.00 (dollars) per day expired beyond the specified completion date.

The undersigned being familiar with the subject site and local conditions and having studied the attached description of work, hereby proposes to furnish all labor, tools, materials, skills, equipment, and all else necessary to complete the project in accordance with the attached description of work.

All work will be governed by the standardized AGREEMENT.

Bidder Name: U.S. Venture, Inc. dba U.S. Petroleum Equipment

Address: 425 Better Way, Appleton, WI 54915

Phone Number: (920) 830-6388 - U.S. Petroleum Equipment

Printed Name & Title: Elyse Mollner Stackhouse, Secretary & General Counsel

Authorized Signature:  Date: 11/2/18

Note 1: Contractor shall submit with bid manufacturer's descriptions of all components and Wisconsin material approval numbers to be installed as part of this contract.

## Department of Public Works – Engineering Division

### MEMO

**TO:** Utilities Committee

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

**DATE:** December 3, 2018

**RE:** Award of 2019C Stormwater Consulting Services Contract for Newberry Street reconstruction with Brown and Caldwell in an amount not to exceed \$28,690.

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The Department of Public Works is requesting approval of the 2019C Stormwater Consulting Services Contract with Brown and Caldwell (BC) for stormwater management services related to the reconstruction of Newberry Street in an amount not to exceed \$28,690. After this contract, \$708,910 will remain in the 2019 stormwater consulting services budget.

Newberry Street from Schaefer Street to STH 441 is programmed for reconstruction in 2021, with underground utility updates in 2020. City staff will be designing the street and the underground utilities. The scope for the selected consultant includes:

- Updating the water quantity models for the 2009 Kensington North study area and 2006 East College Avenue study area to account for redevelopment and other changes in the watersheds
- Creating water quantity models for the area between the Kensington North study area and East College Avenue study area
- Inlet capacity analysis
- Evaluating previously proposed water quality practices and potential additional water quality practices to assist the City in meeting the 2012 Lower Fox River TMDL goals.
- Working iteratively with City staff on storm sewer and street design to ensure flood control and water quality goals are met

DPW solicited proposals from five engineering firms and received proposals from four of them. Proposals were rated on a 100-point scale on the following criteria: Similar Project Experience, Project Team, Project Understanding and Approach, and Schedule. Technical Proposals were

evaluated by a City review team consisting of Ross Buetow, City Engineer; Pete Neuberger, Staff Engineer; and Sue Olson, Staff Engineer. The ranking below is based on the technical scores.

<u>Rank</u>	<u>Firm</u>	<u>Score</u>	<u>Price</u>	<u>Price/Point</u>
1.	Strand	94.00	\$34,500	\$367
2.	<b>Brown and Caldwell</b>	<b>93.67</b>	<b>\$28,690</b>	<b>\$306</b>
3.	McMahon	92.67	\$29,280	\$316
4.	raSmith	91.00	\$32,012	\$352

Based on the Technical scores, staff felt that any of the four consultants could perform the necessary work and meet City schedules. All of the consultants provided quality team members and good approaches to the project. Staff then evaluated the cost proposals and the cost per point of the technical score. Based on the high technical score and lowest cost and cost per point, staff is recommending Brown and Caldwell for this project.

## Department of Public Works – Engineering Division

### MEMO

**TO:** Utilities Committee

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

**DATE:** December 3, 2018

**RE:** Award of 2019D Stormwater Consulting Services Contract for Lightning Drive Drainage Study Update and Preliminary Engineering to raSmith, Inc. in an amount not to exceed \$58,140.

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The Department of Public Works is requesting approval of the 2019D Stormwater Consulting Services Contract for Lightning Drive Drainage Study Update and Preliminary Engineering to raSmith, Inc. (raSmith) in an amount not to exceed \$58,140. After this contract, \$650,770 will remain in the 2019 stormwater consulting services budget.

In 2013, DPW's consultant developed a drainage study to plan for the future construction of Lightning Drive from CTH JJ to Broadway Drive. The study included preliminary sizing and costs for storm sewers and bridges, as well as alternatives for stormwater management (peak flow control and water quality).

In 2017, Outagamie County and City of Appleton jointly reconstructed CTH JJ from Ballard Road to 600 feet east of Lightning Drive; reconstructed the CTH JJ/Lightning Drive intersection as a roundabout, constructed a portion of Lightning Drive (CTH JJ to approximately 600 feet north) and built a new stormwater pond at the northeast corner of the CTH JJ/Lightning intersection. Aside from the Lightning Drive extension, these improvements were not anticipated at the time of the 2013 study. Other changes that have occurred since the initial study include adjacent private development, changes to DNR stormwater regulations, and changes to the City's stormwater ordinance and rainfall data.

Work under this contract includes preparing an independent, updated drainage study to plan and budget for the construction of the remainder of Lightning Drive from the current north end of Lightning Drive to Broadway Drive, and developing 30% preliminary engineering plans for Lightning Drive roadway and stormwater management and conveyance practices. The updated report will also consider potential options to manage post-development runoff for future adjacent tributary parcel areas.

2019D Lightning Drive

December 3, 2018

-Page 2-

DPW solicited proposals from five engineering firms and received proposals from three of the firms. Proposals were rated on a 100-point scale on the following criteria: Related Experience, Project Team, Project Understanding and Approach, and Schedule. Technical Proposals were evaluated by a City review team consisting of Ross Buetow, City Engineer; Pete Neuberger, Staff Engineer; and Sue Olson, Staff Engineer.

<u>Rank</u>	<u>Firm</u>	<u>Technical Score</u>	<u>Cost Proposal</u>	<u>Price Per Point</u>
1.	Brown & Caldwell	98.33	\$69,786	\$710
2.	<b>raSmith</b>	92.00	\$58,140	\$632
3.	AECOM	69.33	\$38,555	\$556

During Technical Scoring, DPW Staff determined that Brown & Caldwell and raSmith both submitted excellent technical proposals that met or exceeded the minimum requirements deemed necessary for a successful project. After technical scoring was completed, the City reviewed the cost proposal associated with each technical proposal. Once cost was factored in, raSmith was identified as the most cost-effective proposal among those meeting the minimum technical requirements.

If the selected consultant performs this work to the City's satisfaction, DPW staff anticipate contracting with the same consultant for the final design and permitting of the Lightning Drive stormwater facilities without an RFP process, subject to future committee and council approval.

Therefore, the Department of Public Works is requesting approval of the 2019D Stormwater Consulting Services Contract for Lightning Drive Drainage Study Update and Preliminary Engineering to raSmith, in an amount not to exceed \$58,140.

## Department of Public Works – Engineering Division

### MEMO

**TO:** Utilities Committee

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

**DATE:** December 3, 2018

**RE:** Award of 2019E Stormwater Consulting Services Contract for K2 Drainage Study to McMahon, Inc. in an amount not to exceed \$29,700.

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The Department of Public Works is requesting approval of the 2019E Stormwater Consulting Services Contract for K2 Drainage Study to McMahon, Inc. in an amount not to exceed \$29,700. After this contract, \$621,070 will remain in the 2019 stormwater consulting services budget.

The City's Southpoint Commerce Park consists of approximately 350 acres of commercial/light industrial parcels, most of which are not yet developed, and supporting public roadway, stormwater, water, and sanitary infrastructure. In the early 2000's, post-construction stormwater management for all lots in the Southpoint Commerce Park, as well as some tributary offsite areas, was designed to be provided by four regional stormwater ponds: Coop Pond, Plank Road Pond, K2A (a.k.a. Southpoint Commerce Park North) Pond, and K2B (a.k.a. Southpoint Commerce Park South) Pond.

Ultimately, the City constructed two regional stormwater ponds to serve new development within the K2 Drainage areas—the K2A and K2B stormwater ponds, which are named for the drainage subbasins in which they are located.

Several variables within the drainage subbasins tributary to K2A and K2B Ponds have changed since the original pond designs, and the City desires to re-evaluate the function of the ponds and stormwater conveyances to the ponds to verify the City's/DNR's standards will continue to be met as the Southpoint Commerce Park and nearby areas develop. Known changes within the watershed include include:

- USDA revision of some soil types from Hydrologic Soil Group (HSG) C to HSG D.
- Changes in assumed imperviousness/land use of tributary parcels.
- Changes in annexation status of some tributary parcels, impacting planned onsite stormwater management of said parcels.
- Changes to rainfall data tables.

The proposed scope of work includes:

- Developing XP-SWMM modeling and report for the K2A and K2B Ponds that analyzes pond performance for peak flow control, using both the SCS Type II and Atlas 14 rainfall and distribution data.
- Developing a WinSLAMM model to verify water quality performance.
- Verifying the ponds and stormwater conveyance meet City and DNR standards for new development.
- If the standards are not met, developing concept-level alternatives with budget-level cost estimates for possible modifications to the ponds and/or conveyance system for meeting the standards.

If modifications are determined necessary by the City, the City anticipates a future contract with the selected consultant to model and design such modifications, without an RFP process, subject to future committee and council approval.

DPW solicited proposals from five engineering firms and received proposals from all five firms. Proposals were rated on a 100-point scale on the following criteria: Related Experience, Project Team, Project Understanding and Approach, and Schedule. Technical Proposals were evaluated by a City review team consisting of Ross Buetow, City Engineer; Pete Neuberger, Staff Engineer; and Sue Olson, Staff Engineer.

<u>Rank</u>	<u>Firm</u>	<u>Technical Score</u>	<u>Cost Proposal</u>	<u>Price Per Point</u>
1.	Brown & Caldwell	96.50	\$37,395	\$388
2.	<b>McMahon</b>	95.50	\$29,700	<b>\$311</b>
3.	AECOM	94.00	\$36,924	\$393
4.	Strand	91.50	\$35,000	\$383
3.	raSmith	88.50	\$29,012	\$328

During Technical Scoring, DPW Staff determined that Brown & Caldwell, McMahon, and AECOM scored a virtual tie in providing the best technical proposals. After technical scoring was completed, the City reviewed the cost proposal associated with each technical proposal. Once cost was factored in, McMahon was identified as the most cost-effective proposal measured by price-per-point.

Therefore, the Department of Public Works is requesting approval of the 2019E Stormwater Consulting Services Contract for K2 Drainage Study to McMahon, Inc, in an amount not to exceed \$29,700.

## Department of Public Works – Engineering Division

### MEMO

**TO:** Utilities Committee

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

**DATE:** December 3, 2018

**RE:** Approval to single source and award the 2019F Stormwater Consulting Services Contract for an UNPS Planning Grant application for the next City-wide stormwater management plan to Brown and Caldwell in an amount not to exceed \$6,850.

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The Department of Public Works is requesting to single source and award the 2019F Stormwater Consulting Services Contract for an Urban Non-point Source (UNPS) Planning Grant application for the next City-wide stormwater management plan to Brown and Caldwell (BC) in an amount not to exceed \$6,850. After this contract, \$614,220 will remain in the 2019 stormwater consulting services budget.

The current Wisconsin Department of Natural Resources (WDNR) MS4 stormwater permit will expire April 30, 2019. The WDNR anticipates issuing the new permit May 1, 2019 and it will contain new requirements and milestones for meeting TMDL goals. Also, the 2015-2021 benchmarks to show continual progress in the 2014 City-wide stormwater plan included an update to the plan in 2020-2021. Furthermore, the City has been notified that UNPS Planning Grants are available for 2020.

Based on this information, staff will be requesting funds to update the City-wide stormwater management plan in the 2020 budget. The purpose of this contract is to submit a grant application to the WDNR to assist with this effort. Planning Grants are not available every year. Applications are due April 15, 2019. Award notifications are typically received in October and funds would be available January 2020. The city-wide plan update is anticipated to cost \$150,000 to \$200,000. The potential cost share is 50% up to a maximum of \$85,000.

Staff is recommending to single source the grant application to BC due to their long history of preparing successful grant applications, both for the City of Appleton and other communities, and their knowledge of the overall City of Appleton stormwater management program. The staff from BC involved with this project were also part of the 2014 City-wide Stormwater Management Plan development while employed at AECOM. Staff anticipates issuing a Request for Proposals in fall of 2019 for the 2020 update to the 2014 City-wide Stormwater Management Plan.



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

Department of Utilities  
Wastewater Treatment Plant  
2006 E Newberry Street  
Appleton, WI 54915-3128  
920-832-5945 tel.  
920-832-5949 fax

**To:** Chairperson Ed Baranowski and Members of the Utilities Committee

**From:** Utilities Director Chris Shaw

**Date:** December 7, 2018

**Re:** *Approval of a Coating Services contract for the #2 Receiving Station to Mississippi Valley Coating in the amount of \$68,782 plus a contingency of \$8,250 for a total not to exceed cost of \$77,032*

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**Background:**

The Appleton Wastewater Treatment Plant (AWWTP) has identified that #2 Receiving Station requires rehabilitation. This is one of two tanks that accepts hauled waste from food and dairy waste. The tank consists of carbon steel side walls and a concrete base. This project will remove the concrete base and replace with protected coated steel.

A coating conditions and structural integrity assessment performed by McMahon earlier this year established a coating or rehabilitation priority. McMahon was asked to deliver coating specifications and quotation documents for the tank repair. Five qualified coating contractors were invited to provide quotes for the work. The results of which are summarized below.

**Quotation Process:**

The five qualified contractors were invited based on their prior work within the water, wastewater, and industrial sectors. Four quotations were received that met qualifications defined in the Request for Quote (RFQ). Mississippi Valley Coating had the lowest cost quotation at \$68,782. Omni Paint did not submit a proposal. The following table summarizes the company quotes.

<b>Contractor</b>	<b>Quote</b>
Mississippi Valley Coating	\$68,782
Saint Germain Sandblasting	\$71,750
Crane Engineering	\$97,770
Mill Coatings, Inc.	\$105,550
Omni Paint	*DNP

\*DNP – Did Not Propose

**Recommendation:**

I recommend approval of a Coating Services contract for the #2 Receiving Station to Mississippi Valley Coating in the amount of \$68,782 plus a contingency of \$8,250 for a total not to exceed cost of \$77,032

If you have any questions, regarding the project please contact Chris Shaw at 832-2362.

**2019 INTERMUNICIPAL AGREEMENT IN ACCORDANCE WITH SECTION 66.0301, WISCONSIN  
STATUTES, BETWEEN THE CITY OF APPLETON AND OUTAGAMIE COUNTY TO PROVIDE FOR  
COST SHARING OF TRANSIT SERVICE FOR ELDERLY AND DISABLED INDIVIDUALS**

**WHEREAS**, the Americans with Disabilities Act (hereinafter ADA), has resulted in an increase in trips provided by the City of Appleton's wholly owned transit service, Valley Transit, for individuals covered by the Act; and

**WHEREAS**, Outagamie County and the City of Appleton, in furtherance of the goals fostered by the ADA, wish to coordinate service to offset the increase in costs; and

**WHEREAS**, Outagamie County provides transportation services for clients of the Outagamie County Department of Human Services requiring transport to Goodwill Industries, Valley Packaging, Inc., and other sites of client service; and

**WHEREAS**, it has been determined to be beneficial to Valley Transit and Outagamie County to have the City of Appleton, via Valley Transit assume the responsibility for the payment of all urban and rural developmental disabilities workshop transportation service routes; and

**WHEREAS**, Section 66.0301, Wisconsin Statutes, provides a means by which municipalities may agree to share the cost of mutually beneficial services; and

**WHEREAS**, the City of Appleton is the owner of Valley Transit and assumes responsibility for and direction of its operations;

**WHEREAS**, Outagamie County assumes responsibility and direction of its operation;

NOW, THEREFORE, the City of Appleton and Outagamie County, by their respective authorized representatives, do hereby agree as follows:

**1. Cost Sharing Arrangements.**

*A. ADA Service*

Outagamie County agrees to pay the local share of ADA paratransit contract costs for trips originating in the Outagamie County portion of Valley Transit's ADA service area (all of that part of the City of Appleton which lies within Outagamie County, the City of Kaukauna, Villages of Kimberly, Little Chute and Combined Locks, and the area which is within 3/4 of a mile from all Valley Transit fixed routes within the Towns of Grand Chute, Kaukauna, Vandebroek, and Buchanan). The parties agree that approximately 40% of such trips occur in Outagamie County portion of Valley Transit's service area. The parties further agree that, throughout this Agreement, wherever reference is made to Valley Transit having obligations or responsibilities, the City of Appleton, as the contracting party and the owner of Valley Transit assures the compliance of Valley Transit with all of these duties and responsibilities.

The formula for computing Outagamie County's actual ADA funding contribution will be as follows:

$$\begin{array}{r} \text{Outagamie County Rides x Contract Cost} \\ + \text{ Outagamie County Share of Administrative Costs} \\ - \text{ Federal Share} \\ - \text{ State Share} \\ - \text{ Farebox Revenues} \\ = \text{ Outagamie County's Estimated ADA Funding Requirement} \end{array}$$

In 2019, Valley Transit estimates 102,000 ADA rides of which it is estimated that 40% will originate in Outagamie County. The base contract cost per ride is estimated to average \$19.37 on a monthly basis with a separate charge for administrative expenses. The Federal and State shares are

**Intermunicipal Agreement cont'd**

estimated to be 28% and 28%; therefore Outagamie County's estimated funding requirement will be:

\$ 790,296	Costs (40,800 rides at \$19.37 per ride)
82,872	40% of admin charges
(244,487)	Federal Share
(244,487)	State Share
<u>(196,656)</u>	Fares (40,800 rides at \$4.82 per ride)
\$ 187,538	Estimated funding

Outagamie County's actual costs will be based on actual ridership, contract costs (including fuel surcharge), federal share, state share, and fares in 2019. The full percentage of federal and state shares received by Valley Transit for transit funding assistance shall be applied to this service. All fares received as payment for the Outagamie County service shall also be applied in this formula. For 2019 the parties agree that Outagamie County's liability for ADA urban paratransit services will be capped at \$200,000 and all paratransit services will be capped at the full cost of its ancillary services.

**B. *Elderly and Sunday Service***

As part of the service contract for ADA rides, Valley Transit will also provide rides to the elderly (non-ADA eligible) and Sunday service to ADA eligible passengers. Outagamie County requires certification of elderly riders for eligibility of this service. The service will be provided in the same service area described earlier. The formula for computing Outagamie County's actual contribution for this ancillary service will be based on the following:

	Outagamie County Rides x Contract Cost
-	Federal Share
-	State Share
-	Farebox Revenue
+/-	<u>Local Surcharge (1/3 of Federal plus 1/3 of State Share)</u>
=	Outagamie County's Estimated Ancillary Funding Requirement

The contract costs (including fuel) for elderly rides will be \$18.32; Sunday service will be \$18.32. In 2019, Valley Transit estimates 3,325 Outagamie County elderly trips and 1,080 Outagamie County Sunday trips with estimated costs as follows:

\$ 60,914	Elderly Costs (3,325 x \$18.32)
(17,056)	Federal Share
(17,056)	State Share
(13,300)	Fares (3,325 x \$4.00/ride)
<u>\$ 11,371</u>	Local Surcharge (1/3 of Federal plus 1/3 of State Share)
\$ 24,873	Estimated funding

**Intermunicipal Agreement cont'd**

\$ 19,786	Sunday Costs (1,080 x \$18.32)
(5,540)	Federal Share
(5,540)	State Share
(11,880)	Fares (1,080 x \$11.00/ride)
<u>\$ 3,693</u>	Local Surcharge (1/3 of Federal plus 1/3 of State Share)
\$ 519	Estimated funding

Here again, actual County costs will be based on actual ridership, contract costs per ride (including fuel surcharge), federal share, state share and fares in 2019. The full percentage of federal and state shares received by Valley Transit for transit funding assistance shall be applied in this formula. All fares received as payment for the Outagamie County service shall also be applied in this formula.

**C. Other Ancillary Transportation Service**

- 1) As part of this agreement, Valley Transit will be the funding mechanism for Outagamie County rural demand response paratransit service. These services will be managed separately from Valley Transit's ADA paratransit contract service (which combines with elderly, Sunday, and evening service).

The formula for computing Outagamie County's rural demand response paratransit service funding contribution will be as follows:

- + Cost of Service
- Federal Share (5310 funding)
- State Share (estimated at 28%)
- + Local Administrative Charge
- = Outagamie County's Estimated Workshop Funding Requirement

In 2019, Valley Transit estimates 7,500 Outagamie County rural demand response paratransit trips with estimated costs as follows:

\$ 222,083	Costs (7,500 rides x \$33.56 plus \$4,400 fuel escalator less vehicle program \$34,017)
(43,125)	Federal Share
(62,184)	State Share
(45,000)	Fares (7,500 x \$6.00/ride)
<u>\$ 22,208</u>	Administrative charge
\$ 93,982	Estimated funding

- 2 **Method of Payment.** Outagamie County will pay Valley Transit the gross cost of ADA mandated paratransit, ADA optional paratransit, and elderly (non-ADA eligible) service as outlined in this contract on a quarterly basis. Valley Transit will invoice for this service in advance of the quarter. Federal and State operating assistance will be reimbursed to Outagamie County on a quarterly basis based on the amount paid in, actual costs, actual fares, and intergovernmental revenues. Final reconciliation of actual costs will occur at yearend.

Outagamie County will pay Valley Transit monthly for the Other Ancillary Services based on the billings received from the provider. Valley Transit will invoice for this service also. Payments are due

30 days from the invoice date. Interest will accrue at a rate of 18% per year (1.5% month) thereafter unless the billing is disputed by Outagamie County.

**3. Service Criteria.**

*Elderly Service.* Service to the elderly will be provided between the hours of 9:00 a.m. and 5:00 p.m. Monday through Friday. These hours may be changed at the discretion of Outagamie County.

*Rural Service.* Rural demand response service will be provided between the hours of 9:00 a.m. and 4:00 p.m. Tuesday and Thursday and between 9:00 a.m. and 5:00 p.m. Monday, Wednesday and Friday. These hours may be changed at the discretion of Outagamie County.

*ADA Service.* Service to people with disabilities will be provided Monday through Friday 5:30 a.m. to 10:30 p.m., and Saturdays 7:30 a.m. to 10:30 p.m.

*Sunday Service.* Service to people with disabilities will be provided on Sundays, 7:30 a.m. to 2:00 p.m.

*General.* There will be no service on six of the holidays where Valley Transit does not operate (Christmas, New Years, Labor Day, Memorial Day, July 4th, and Thanksgiving). The ADA paratransit will be in compliance with ADA regulation, 49 CFR Section 37.131.

**4. Eligibility.**

*Elderly Service.* Service will be provided to the elderly (those persons age 60 and over who are not eligible for ADA services), although Outagamie County will encourage the use of Valley Transit's fixed route service when possible.

*Rural Service.* Service will be provided to the elderly (those persons age 60 and over) or disabled individuals over age 5 traveling outside Valley Transit's ADA service area.

*Sunday ADA.* Sunday service will be available to ADA eligible people.

*ADA Service.* ADA eligibility is consistent with the ADA regulations, 49 CFR Section 37.125. The service will allow advance reservation up to 14 days in advance of a trip and ensure that ADA subscription trips not absorb more than 50 percent of the ADA trips at a given time unless modified by both parties to this contract.

**5. Length of Agreement.** This agreement shall be in effect commencing on January 1, 2019 through December 31, 2019.

**6. Statistical Reports.** Valley Transit agrees to provide the County information sufficient to complete the Outagamie County semi-annual reports for submission to the Wisconsin Department of Transportation as a requirement of the Section 85.21 transportation assistance program. The information submitted must pertain to the service identified in this agreement and must be provided in a timely manner. Valley Transit will also provide to the County all other reasonable ridership or financial information which the County requests.

**7. Safety.** Valley Transit will monitor the safety and operational requirements of its contracted ADA, elderly, and Sunday and rural services. In the event that the parties agree to contract with a third party for random safety and operational checks, the contract costs for such checks will be paid for by Outagamie County.

**Intermunicipal Agreement cont'd**

- 8. **Audit.** Valley Transit will include audit costs for its contracted ADA service in its budget without impact on Outagamie County's cost. However, any audits required for ancillary services will be added to the total cost of those services, and Outagamie County's cost impact will be as described in Section 1 above. Valley Transit shall establish and maintain accounts for the specialized transportation services receiving funding under this agreement. The accounts shall distinguish the costs of this transportation service from any other service.
- 9. **Records.** Valley Transit shall maintain such records as necessary for a period of three years from the close of the Federal fiscal year to which they pertain, which said record keeping will enable Valley Transit to meet any responsibilities it may have to the state and federal government.
- 10. **Inspection.** Valley Transit will allow inspection of records and programs, insofar as it is permitted by state and federal law, by representatives of Outagamie County, the Area Agency on Aging, the Department of Health and Social services and its authorized agents, and federal agencies, in order to confirm Valley Transit's compliance with the specifications of this agreement.
- 11. **Disclosure.** The use or disclosure by any party of any information concerning eligible clients who receive services for any purpose not connected with the administration of the service under this Contract is prohibited except with the informed, written consent of the eligible client or the client's legal guardian.
- 12. **Indemnification.** Each party to this agreement agrees to indemnify, save harmless and defend the other party from and against all liability, loss, damage, costs or expenses which a signing party may sustain, incur or be required to pay by reason of the other party's acts, errors or omissions.
- 13. **Fares.** Between January 1 and June 30, 2019, fares for elderly and ADA eligible riders will be \$4.00 for basic service and \$6.00 for premium service. Effective July 1, 2019, fares for all elderly and ADA eligible riders will be \$4.00 in compliance with "origin to destination service" as defined in 49 CFR 37.3. Fares for Sunday service will be \$11.00 in 2019. Fares for the rural transportation will be established by Outagamie County.
- 14. **Insurance.** Valley Transit agrees that, in order to protect itself and the County, its Officers, Boards, Employees and Representatives under the indemnity provisions of the paragraph above, it will at all times during the term of this Contract keep in force as required at a minimum:

<u>Coverage</u>	<u>Limit</u>
1. Worker's Compensation Statutory	\$1,000,000 General Aggregate
2. Comprehensive General Liability	\$1,000,000 Each Occurrence
3. Auto Liability	\$1,000,000 CSL

Policies shall be issued by a company or companies authorized to do business in the State of Wisconsin and licensed by the Wisconsin Insurance Department. The County shall be given thirty (30) days advance notice of cancellation or non-renewal during the term of this Contract.

In the event any action, suit, or other proceeding is brought against the County upon any matter herein indemnified against, the County shall, within five (5) working days, give notice thereof to Valley Transit and shall cooperate with their attorneys in the defense of the action, suit or other proceeding.

- 15. **Discrimination.** In connection with the performance of work under this Agreement, Valley Transit agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, sexual orientation, developmental disability as

## Intermunicipal Agreement cont'd

defined in s51.01(5), Wisconsin Statutes, national origin, marital status, ancestry, arrest record, conviction record, or membership in the National Guard, State Defense Force or any reserve component of the military forces of the United States or this state. This provision shall include, but not be limited to, the following; employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and section for training, including apprenticeship. Valley Transit further agrees to take affirmative action to ensure equal employment opportunities.

16. **Conditions.** This Contract is contingent upon authorization of Wisconsin and United States law and any material amendment or repeal of the same affecting relevant funding, or authority of Outagamie County or the City of Appleton shall serve to terminate this Contract, except as further agreed to by the parties hereto. It is also contingent upon continued funding by Valley Transit and Outagamie County in its budgetary process in the option years of this Agreement and upon the City of Appleton continuing the operation of Valley Transit.
17. **Modification/Termination.** Failure to comply with any part of this agreement may be considered cause for revision, suspension, or termination.

Revision or modification of this agreement must be agreed to by all parties involved by an addendum signed by the authorized representative of both parties.

This agreement can be reopened if State and Federal funding regulations restrict the type of service that can be funded in any ADA or ancillary service component of the Valley Transit budget. This does not apply to the federal funding rate.

**Intermunicipal Agreement cont'd**

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018

APPROVED AS TO FORM:

\_\_\_\_\_  
JAMES WALSH  
CITY ATTORNEY

By: \_\_\_\_\_  
TIMOTHY M. HANNA, MAYOR

PROVISION HAS BEEN MADE TO PAY THE  
LIABILITY, WHICH WILL ACCRUE UNDER  
THE CONTRACT.

By: \_\_\_\_\_  
KAMI LYNCH, CITY CLERK

\_\_\_\_\_  
ANTHONY SAUCERMAN  
DIRECTOR OF FINANCE

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018

By: \_\_\_\_\_  
THOMAS NELSON, COUNTY EXECUTIVE

APPROVED AS TO FORM:

By: \_\_\_\_\_  
ROSEMARY DAVIS, DIRECTOR, OUTAGAMIE COUNTY DEPARTMENT  
OF HUMAN SERVICES

\_\_\_\_\_  
JOSEPH P. GUIDOTE, JR.  
CORPORATION COUNSEL

**2019 INTERMUNICIPAL AGREEMENT IN ACCORDANCE WITH SECTION 66.0301, WISCONSIN  
STATUTES, BETWEEN THE CITY OF APPLETON AND WINNEBAGO COUNTY TO PROVIDE  
FOR COST SHARING OF TRANSIT SERVICE FOR ELDERLY AND DISABLED INDIVIDUALS**

**WHEREAS**, the Americans with Disabilities Act (hereinafter ADA), has resulted in an increase in trips provided by the City of Appleton's wholly owned transit service, Valley Transit, for individuals covered by the Act; and

**WHEREAS**, Winnebago County and the City of Appleton, in furtherance of the goals fostered by the ADA, wish to coordinate service to offset the increase in costs; and

**WHEREAS**, Winnebago County provides transportation services for clients of the Winnebago County Department of Community Programs requiring transport to sites of client service; and

**WHEREAS**, it has been determined to be beneficial to Valley Transit and Winnebago County, to have the City of Appleton, via Valley Transit assume the responsibility for the payment of certain urban and rural specialized transportation service routes; and

**WHEREAS**, Section 66.0301, Wisconsin Statutes, provides a means by which municipalities may agree to share the cost of mutually beneficial services; and

**WHEREAS**, the City of Appleton is the owner of Valley Transit and assumes responsibility for and direction of its operations; and

**WHEREAS**, Winnebago County assumes responsibility and direction of its operation;

**NOW, THEREFORE**, the City of Appleton and Winnebago County, by their respective authorized representatives, do hereby agree as follows:

**1. Cost Sharing Arrangements.**

**A. ADA Service**

Winnebago County agrees to pay the local share of ADA paratransit contract costs for trips originating in the Winnebago County portion of Valley Transit's ADA service area (all of that part of the City of Appleton which lies within Winnebago County, the Cities of Neenah and Menasha, the Village of Fox Crossing, and the area which is within 3/4 of a mile from all Valley Transit fixed routes within the Town of Neenah). The parties agree that approximately 18% of such trips occur in the Winnebago County portion of Valley Transit's service area. The parties further agree that, throughout this Agreement, wherever reference is made to Valley Transit having obligations or responsibilities, the City of Appleton, as the contracting party and the owner of Valley Transit assures the compliance of Valley Transit with all of these duties and responsibilities.

The formula for computing Winnebago County's actual ADA funding contribution will be as follows:

$$\begin{aligned} & \text{Winnebago County Rides x Contract Cost} \\ + & \text{ Administrative Charges (18\%)} \\ - & \text{ Federal Share} \\ - & \text{ State Share} \\ - & \text{ Farebox Revenues} \\ = & \text{ Winnebago County's Estimated ADA Funding Requirement} \end{aligned}$$

In 2019, Valley Transit estimates 102,000 ADA rides of which it is estimated that 18% will originate in Winnebago County. The base contract cost per ride is estimated to average \$19.37 on a monthly basis with a separate cost for administrative expenses. The Federal and State shares are estimated to be 28% and 28% respectively; therefore Winnebago County's estimated funding requirement will be:

**Intermunicipal Agreement cont'd**

\$ 355,633	Costs (18,360 rides at \$19.37 per ride)
37,292	18% of admin charges
(110,019)	Federal Share
(110,019)	State Share
<u>(88,495)</u>	Fares (18,360 rides at \$4.82 per ride)
\$ 84,392	Estimated funding

Winnebago County's actual costs will be based on actual ridership, contract costs per ride (including fuel), federal share, state share, and fares in 2019. The full percentage of federal and state shares received by Valley Transit for transit funding assistance shall be applied to this service. All fares received as payment for the Winnebago County service shall also be applied in this formula. For 2019 the parties agree that Winnebago County's liability for all paratransit service will be capped at the full costs of its ancillary programs.

**B. Sunday Service**

As part of the service contract for ADA rides, Valley Transit will also provide rides on Sunday to ADA eligible passengers. The service will be provided in the same service area described earlier. The formula for computing Winnebago County's actual contribution for this ancillary service will be based on the following:

	Winnebago County Rides x Contract Cost
-	Federal Share
-	State Share
-	Farebox Revenue
+	<u>Local Surcharge (1/3 of Federal plus 1/3 of State Share)</u>
=	Winnebago County's Estimated Ancillary Funding Requirement

The basic contract cost for Sunday service (including fuel) is estimated to be \$18.32 per ride plus fuel. In 2019, Valley Transit estimates 84 Winnebago County Sunday trips with estimated costs as follows:

\$ 1,539	Sunday Costs (84 x \$18.32)
(431)	Federal Share
(431)	State Share
(924)	Fares (84 x \$11.00/ride)
<u>\$ 287</u>	Local Surcharge (1/3 of Federal plus 1/3 of State Share)
\$ 40	Estimated funding

Here again, actual County costs will be based on actual ridership, contract costs per ride (including fuel surcharge), federal share, state share and fares in 2019. The full percentage of federal and state shares received by Valley Transit for transit funding assistance shall be applied in this formula. All fares received as payment for the Winnebago County service shall also be applied in this formula.

**C. County Specialized Transportation Service**

**Intermunicipal Agreement cont'd**

Finally, as part of this agreement, Valley Transit will be the funding mechanism for Winnebago County's Heritage program. This services will be managed by Valley Transit separately from Valley Transit's ADA paratransit (which combines with Sunday service) contract service.

The formula for computing Winnebago County's funding contribution will be as follows:

- Cost of Service
- Federal Share (5310 funding)
- State Share (estimated at 28%)
- + Administrative charge
- = Winnebago County's Estimated Specialized Transportation Funding Requirement

Estimated funding for 2019's Heritage program is:

\$ 10,920	Costs (780 x \$14.00)
(2,089)	Federal Share
(3,060)	State Share
(2,730)	Fares (780 x \$3.50/ride)
<u>\$ 1,092</u>	Administrative charge
\$ 4,133	Estimated funding

2. **Method of Payment.** Winnebago County will pay Valley Transit the gross cost of ADA mandated paratransit and ADA optional paratransit service on a quarterly basis. Valley Transit will invoice for this service. Federal and State operating assistance will be reimbursed to Winnebago County on a quarterly basis.

Winnebago County will pay Valley Transit monthly the Heritage program based on the billings received from the provider. Valley Transit will invoice for this service also. Payments are due 30 days from the invoice date. Interest will accrue at a rate of 18% per year (1.5% per month) thereafter.

3. **Service Criteria.**

- ADA Service.* Service to people with disabilities will be provided Monday through Friday 5:30 a.m. to 10:30 p.m., and Saturdays 7:30 a.m. to 10:30 p.m.
- Sunday Service.* Service to people with disabilities will be provided on Sundays, 7:30 a.m. to 2:00 p.m.
- General.* There will be no service on six of the holidays where Valley Transit does not operate (Christmas, New Years, Labor Day, Memorial Day, July 4th, and Thanksgiving). All elderly will be basic service and the ADA paratransit will be in compliance with ADA regulation, 49 CFR Section 37.131.

4. **Eligibility.**

- Sunday ADA.* Sunday service will be available to all ADA eligible people.
- ADA Service.* ADA eligibility is consistent with the ADA regulations, 49 CFR Section 37.125. The service will allow advance reservation up to 14 days in advance of a trip and ensure that ADA subscription trips not absorb more than 50 per cent of the ADA trips at a given time unless modified by both parties to this contract.

**Intermunicipal Agreement cont'd**

5. **Length of Agreement.** This agreement shall be in effect commencing on January 1, 2019 through December 31, 2019.
6. **Statistical Reports.** Valley Transit agrees to provide the County information sufficient to complete the Winnebago County semi-annual reports for submission to the Wisconsin Department of Transportation as a requirement of the Section 85.21 transportation assistance program. The information submitted must pertain to the service identified in this agreement and must be provided in a timely manner. Valley Transit will also provide to the County all other reasonable ridership or financial information which the County requests.
7. **Safety.** Valley Transit will monitor the safety and operational requirements of its contracted ADA, elderly, Sunday and Heritage service. In the event that the parties agree to contract with a thirdparty for random safety and operational checks, the contract costs for such checks will be paid for by Winnebago County.
8. **Audit.** Valley Transit will include audit costs for its contracted ADA service in its budget without impact on Winnebago County's cost. However, any audits required for ancillary services will be added to the total cost of those services, and Winnebago County's cost impact will be as described in Section 1 above. Valley Transit shall establish and maintain accounts for the specialized transportation services receiving funding under this agreement. The accounts shall distinguish the costs of this transportation service from any other service.
9. **Records.** Valley Transit shall maintain such records as necessary for a period of three years from the close of the Federal fiscal year to which they pertain, which said record keeping will enable Valley Transit to meet any responsibilities it may have to the state and federal government.
10. **Inspection.** Valley Transit will allow inspection of records and programs, insofar as it is permitted by state and federal law, by representatives of Winnebago County, the Area Agency on Aging, the Department of Health and Social services and its authorized agents, and federal agencies, in order to confirm Valley Transit's compliance with the specifications of this agreement.
11. **Disclosure.** The use or disclosure by any party of any information concerning eligible clients who receive services for any purpose not connected with the administration of the service under this Contract is prohibited except with the informed, written consent of the eligible client or the client's legal guardian.
12. **Indemnification.** Each party to this agreement agrees to indemnify, save harmless and defend the other party from and against all liability, loss, damage, costs or expenses which a signing party may sustain, incur or be required to pay by reason of the other party's acts, errors or omissions.
13. **Fares.** Between January 1 and June 30, 2019, fares for elderly and ADA eligible riders will be \$4.00 for basic service and \$6.00 for premium service. Effective July 1, 2019, fares for all elderly and ADA eligible riders will be \$4.00 in compliance with "origin to destination service" as defined in 49 CFR 37.3. Fares for Sunday hours will be \$11.00 in 2019.
14. **Insurance.** Valley Transit agrees that, in order to protect itself and the County, its Officers, Boards, Employees and Representatives under the indemnity provisions of the paragraph above, it will at all times during the term of this Contract keep in force as required at a minimum:

<u>Coverage</u>	<u>Limit</u>
1. Worker's Compensation Statutory	\$1,000,000 General Aggregate
2. Comprehensive General Liability	\$1,000,000 Each Occurrence
3. Auto Liability	\$1,000,000 CSL

## Intermunicipal Agreement cont'd

Policies shall be issued by a company or companies authorized to do business in the State of Wisconsin and licensed by the Wisconsin Insurance Department. The County shall be given thirty (30) days advance notice of cancellation or non-renewal during the term of this Contract.

In the event any action, suit, or other proceeding is brought against the County upon any matter herein indemnified against, the County shall, within five (5) working days, give notice thereof to Valley Transit and shall cooperate with their attorneys in the defense of the action, suit or other proceeding.

15. **Discrimination.** In connection with the performance of work under this Agreement, Valley Transit agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, sexual orientation, developmental disability as defined in s51.01(5), Wisconsin Statutes, national origin, marital status, ancestry, arrest record, conviction record, or membership in the National Guard, State Defense Force or any reserve component of the military forces of the United States or this state. This provision shall include, but not be limited to, the following; employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and section for training, including apprenticeship. Valley Transit further agrees to take affirmative action to ensure equal employment opportunities.
16. **Conditions.** This Contract is contingent upon authorization of Wisconsin and United States law and any material amendment or repeal of the same affecting relevant funding, or authority of Winnebago County or the City of Appleton shall serve to terminate this Contract, except as further agreed to by the parties hereto. It is also contingent upon continued funding by Valley Transit and Winnebago County in its budgetary process in the option years of this Agreement and upon the City of Appleton continuing the operation of Valley Transit.
17. **Modification/Termination.** Failure to comply with any part of this agreement may be considered cause for revision, suspension, or termination.

Revision or modification of this agreement must be agreed to by all parties involved by an addendum signed by the authorized representative of both parties.

This agreement can be reopened if State and Federal funding regulations restrict the type of service that can be funded in any ADA or ancillary service component of the Valley Transit budget. This does not apply to the federal funding rate.

**Intermunicipal Agreement cont'd**

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018.

APPROVED AS TO FORM:

\_\_\_\_\_  
JAMES WALSH  
CITY ATTORNEY

By: \_\_\_\_\_  
TIMOTHY M. HANNA, MAYOR

PROVISION HAS BEEN MADE TO PAY THE  
LIABILITY, WHICH WILL ACCRUE UNDER  
THE CONTRACT.

By: \_\_\_\_\_  
KAMI LYNCH, CITY CLERK

\_\_\_\_\_  
ANTHONY SAUCERMAN  
DIRECTOR OF FINANCE

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018

By: \_\_\_\_\_  
MARK HARRIS, COUNTY EXECUTIVE

\_\_\_\_\_  
SUE ERTMER  
COUNTY CLERK

**2019 INTERMUNICIPAL AGREEMENT IN ACCORDANCE WITH SECTION 66.0301, WISCONSIN  
STATUTES, BETWEEN THE CITY OF APPLETON AND CALUMET COUNTY TO PROVIDE FOR  
COST SHARING OF TRANSIT SERVICE FOR ELDERLY AND DISABLED INDIVIDUALS**

**WHEREAS**, the Americans with Disabilities Act (hereinafter ADA), has resulted in an increase in trips provided by the City of Appleton's wholly owned transit service, Valley Transit, for individuals covered by the Act; and

**WHEREAS**, Calumet County and the City of Appleton, in furtherance of the goals fostered by the ADA, wish to coordinate service to offset the increase in costs; and

**WHEREAS**, Section 66.0301, Wisconsin Statutes, provides a means by which municipalities may agree to share the cost of mutually beneficial services; and

**WHEREAS**, the City of Appleton is the owner of Valley Transit and assumes responsibility for and direction of its operations;

**NOW, THEREFORE**, the City of Appleton and Calumet County, by their respective authorized representatives, do hereby agree as follows:

**1. Cost Sharing Arrangements.**

*A. ADA and Sunday Service*

Calumet County agrees to pay the local share of ADA and Sunday paratransit contract costs for trips originating in the Calumet County portion of Valley Transit's ADA service area (all of that part of the Cities of Appleton and Menasha which lies within Calumet County, and the area which is within 3/4 of a mile from all Valley Transit fixed routes within the Village of Harrison). The parties agree that approximately 4% of such trips occur in the Calumet County portion of Valley Transit's service area. The parties further agree that, throughout this Agreement, wherever reference is made to Valley Transit having obligations or responsibilities, the City of Appleton, as the contracting party and the owner of Valley Transit assures the compliance of Valley Transit with all of these duties and responsibilities.

The formula for computing Calumet County's actual ADA funding contribution will be as follows:

$$\begin{array}{r} \text{Calumet County Rides x Contract Cost} \\ + \text{ Administrative Charges (4\%)} \\ - \text{ Federal Share} \\ - \text{ State Share} \\ - \text{ Farebox Revenues} \\ = \text{ Calumet County's Estimated ADA Funding Requirement} \end{array}$$

In 2019, Valley Transit estimates 102,000 ADA rides of which it is estimated that 4% will originate in Calumet County. The base contract cost per ride is estimated to average \$19.37 with a separate charge for administrative expenses. The Federal and State shares are estimated to be 28% and 28% respectively; therefore Calumet County's estimated funding requirements will be:

\$79,030	Costs (4,080 rides at \$19.37 per ride)
8,287	Administrative charges (4%)
(24,449)	Federal Share
(24,449)	State Share
<u>\$ (19,666)</u>	Fares (4,080 rides at \$4.82 per ride)
\$ 18,753	Estimated funding

Calumet County's actual costs will be based on actual ridership, contract costs (including fuel), federal share, state share, and fares in 2019. The full percentage of federal and state shares received by Valley Transit for transit funding assistance shall be applied to this service. All fares received as payment for the Calumet County service shall also be applied in this formula.

B. *Elderly and Sunday Service*

As part of the service contract for ADA rides, Valley Transit will also provide rides on Sundays to ADA eligible and the elderly (non-ADA eligible). Calumet County may require certification of elderly riders for eligibility of this service. The service will be provided in the same service area described earlier. The formula for computing Calumet County's actual contribution for this ancillary service will be based on the following:

Calumet County Rides x Contract Cost
- Federal Share
- State Share
- Farebox Revenue
+ <u>Local Surcharge (1/3 of Federal plus 1/3 State Share)</u>
= Calumet County's Estimated Ancillary Funding Requirement

The contract costs (including fuel) for elderly rides will be \$18.32; Sunday service will be \$18.32. In 2019, Valley Transit estimates 175 Calumet County elderly trips and 36 Sunday trips with estimated costs as follows:

\$3,206	Elderly Costs (175 x \$18.32)
(898)	Federal Share
(898)	State Share
(700)	Fares (175 x \$4.00/ride)
<u>\$ 598</u>	Local Surcharge (1/3 of Federal plus 1/3 of State Share)
\$ 1,308	Estimated funding

\$ 660	Sunday Costs (36 x \$18.32)
(185)	Federal Share
(185)	State Share
(396)	Fares (36 x \$11.00/ride)
<u>\$ 123</u>	Local Surcharge (1/3 of Federal plus 1/3 of State Share)
\$ 17	Estimated funding

Here again, actual County costs will be based on actual ridership, contract costs per ride, federal share, state share and fares in 2019. The full percentage of federal and state shares received by Valley Transit for transit funding assistance shall be applied in this formula. All fares received as payment for the Calumet County service shall also be applied in this formula.

C. *Other Ancillary Transportation Service*

- 1) As part of this agreement, Valley Transit will be the funding mechanism for the rural van service. This service will be managed by Calumet County separately from Valley Transit's ADA paratransit (which combines with elderly, Sunday, and evening service) contract service which Valley Transit will manage.

The formula for computing Calumet County's funding contribution will be as follows:

Cost of Service
- Federal Share
- State Share
- Fares
<u>+ Local Surcharge (1/2 of Federal plus 1/2 of State Share)</u>
= Calumet County's Estimated Ancillary Funding Requirement

In 2019 the cost estimate is as follows:

\$ 34,650	Costs
(9,702)	Federal Share
(9,702)	State Share
(16,800)	Fares
<u>\$ 9,702</u>	Local Surcharge (1/2 of Federal plus 1/2 of State Share)
\$ 8,148	Estimated funding

2. **Method of Payment.** Calumet County will pay Valley Transit the gross cost of ADA mandated paratransit, ADA optional paratransit, and elderly (non-ADA eligible) service on a quarterly basis upon receipt by Valley Transit of quarterly ridership reports. Valley Transit will invoice for this service. Federal and State operating assistance will be reimbursed to Calumet County on a quarterly basis.

Calumet County will pay Valley Transit monthly for the other Ancillary Services based on billings received from the provider. Valley Transit will invoice for this service also. All payments are due 30 days from the invoice date. Interest will accrue at a rate of 18% per year (1.5% per month) thereafter.

3. **Service Criteria.**

*Elderly Service.* Service to the elderly will be provided between the hours of 9:00 a.m. and 5:00 p.m. Monday through Friday.

*ADA Service.* Service to people with disabilities will be provided Monday through Friday 5:30 a.m. to 10:30 p.m., and Saturdays 7:30 a.m. to 10:30 p.m.

*Sunday Service.* Service to people with disabilities will be provided on Sundays, 7:30 a.m. to 2:00 p.m.

*General.* There will be no service on six of the holidays where Valley Transit does not operate (Christmas, New Years, Labor Day, Memorial Day, July 4th, and Thanksgiving). All elderly service will be basic and the ADA paratransit will be in compliance with ADA regulation, 49 CFR Section 37.131.

4. **Eligibility.**

*Elderly Service.* Service will be provided to the elderly (those persons age 60 and over who are not eligible for ADA services), although Calumet County will encourage the use of Valley Transit's fixed route service when possible.

*Sunday ADA.* Sunday service will be available to ADA eligible persons.

*ADA Service.* ADA eligibility is consistent with the ADA regulations, 49 CFR Section 37.125. The service will allow advance reservation up to 14 days in advance of a trip and ensure that ADA subscription trips not absorb more than 50 per cent of the ADA trips at a given time unless modified by both parties to this contract.

5. **Length of Agreement.** This agreement shall be in effect commencing on January 1, 2019 through December 31, 2019.

6. **Statistical Reports.** Valley Transit agrees to provide the County information sufficient to complete the Calumet County semi-annual reports for submission to the Wisconsin Department of Transportation as a requirement of the Section 85.21 transportation assistance program. The information submitted must pertain to the service identified in this agreement and must be provided in a timely manner. Valley Transit will also provide to the County all other reasonable ridership or financial information which the County requests.

7. **Safety.** Valley Transit will use internal staff to monitor the safety and operational requirements of its contracted ADA, elderly, Sunday and evening service and Calumet County Van Service.

8. **Audit.** Valley Transit will include audit costs for its contracted ADA service in its budget without impact on Calumet County's cost. Valley Transit shall establish and maintain accounts for the specialized transportation services receiving funding under this agreement. The accounts shall distinguish the costs of this transportation service from any other service.

9. **Records.** Valley Transit shall maintain such records as necessary for a period of three years from the close of the Federal fiscal year to which they pertain, which said record keeping will enable Valley Transit to meet any responsibilities it may have to the state and federal government.

10. **Inspection.** Valley Transit will allow inspection of records and programs, insofar as it is permitted by state and federal law, by representatives of Calumet County, the Area Agency on Aging, the

Department of Health and Social services and its authorized agents, and federal agencies, in order to confirm Valley Transit's compliance with the specifications of this agreement.

11. **Disclosure.** The use or disclosure by any party of any information concerning eligible clients who receive services for any purpose not connected with the administration of the service under this Contract is prohibited except with the informed, written consent of the eligible client or the client's legal guardian.
12. **Indemnification.** Each party to this agreement agrees to indemnify, save harmless and defend the other party from and against all liability, loss, damage, costs or expenses which a signing party may sustain, incur or be required to pay by reason of the other party's acts, errors or omissions.
13. **Fares.** Between January 1 and June 30, 2019, fares for elderly and ADA eligible riders will be \$4.00 for basic service and \$6.00 for premium service. Effective July 1, 2019, fares for all elderly and ADA eligible riders will be \$4.00 in compliance with "origin to destination service" as defined in 49 CFR 37.3. Fares for Sunday service will be \$11.00 in 2019.
14. **Insurance.** Valley Transit agrees that, in order to protect itself and the County, its Officers, Boards, Employees and Representatives under the indemnity provisions of the paragraph above, it will at all times during the term of this Contract keep in force as required at a minimum:

<u>Coverage</u>	<u>Limit</u>
1. Worker's Compensation Statutory	\$1,000,000 General Aggregate
2. Comprehensive General Liability	\$1,000,000 Each Occurrence
3. Auto Liability	\$1,000,000 CSL

Policies shall be issued by a company or companies authorized to do business in the State of Wisconsin and licensed by the Wisconsin Insurance Department. The County shall be given thirty (30) days advance notice of cancellation or non-renewal during the term of this Contract.

In the event any action, suit, or other proceeding is brought against the County upon any matter herein indemnified against, the County shall, within five (5) working days, give notice thereof to Valley Transit and shall cooperate with their attorneys in the defense of the action, suit or other proceeding.

15. **Discrimination.** In connection with the performance of work under this Agreement, Valley Transit agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, sexual orientation, developmental disability as defined in s51.01(5), Wisconsin Statutes, national origin, marital status, ancestry, arrest record, conviction record, or membership in the National Guard, State Defense Force or any reserve component of the military forces of the United States or this state. This provision shall include, but not be limited to, the following; employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and section for training, including apprenticeship. Valley Transit further agrees to take affirmative action to ensure equal employment opportunities.
16. **Conditions.** This Contract is contingent upon authorization of Wisconsin and United States law and any material amendment or repeal of the same affecting relevant funding, or authority of Calumet County or the City of Appleton shall serve to terminate this Contract, except as further agreed to by the parties hereto. It is also contingent upon continued funding by Valley Transit and Calumet

County in its budgetary process in the option years of this Agreement and upon the City of Appleton continuing the operation of Valley Transit.

17. **Modification/Termination.** Failure to comply with any part of this agreement may be considered cause for revision, suspension, or termination.

Revision or modification of this agreement must be agreed to by all parties involved by an addendum signed by the authorized representative of both parties.

This agreement can be reopened if State and Federal funding regulations restrict the type of service that can be funded in any ADA or ancillary service component of the Valley Transit budget. This does not apply to the federal funding rate.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018  
CITY OF APPLETON

APPROVED AS TO FORM:

\_\_\_\_\_  
JAMES WALSH  
CITY ATTORNEY

By: \_\_\_\_\_  
TIMOTHY M. HANNA, MAYOR

PROVISION HAS BEEN MADE TO PAY THE  
LIABILITY, WHICH WILL ACCRUE UNDER  
THE CONTRACT.

By: \_\_\_\_\_  
KAMI LYNCH, CITY CLERK

\_\_\_\_\_  
ANTHONY SAUCERMAN  
DIRECTOR OF FINANCE

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018

CALUMET COUNTY

By: \_\_\_\_\_  
TODD ROMENESKO, CALUMET COUNTY ADMINISTRATOR

APPROVED AS TO FORM:

\_\_\_\_\_  
KIMBERLY TENERELLI, CORPORATION COUNSEL

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE CITY OF APPLETON, VALLEY TRANSIT, AND COMMUNITY CARE, INC.**

**THIS MEMORANDUM OF UNDERSTANDING (“Agreement”)** is entered into by and between the City of Appleton, Valley Transit (“**Valley Transit**”), with a mailing address of 801 South Whitman Avenue, Appleton, WI 54914, and Community Care, Inc. (“**Community Care**”), a nonprofit organization with a mailing address of 4435 West Lawrence Street, Appleton, WI 54914.

**WHEREAS**, Valley Transit provides safe and reliable public transportation to many people living in the communities that comprise the Fox Cities; and

**WHEREAS**, Valley Transit assumes responsibility for and direction of its operations; and

**WHEREAS**, Community Care has disabled and elderly clients that are in need of a Specialized Transportation Services; and

**WHEREAS**, Valley Transit and Community Care wish to cooperate in order to offer Specialized Transportation Services for those clients of Community Care who are in need of Specialized Transportation Services.

**NOW, THEREFORE**, for the mutual consideration stated herein, Valley Transit and Community Care by their authorized representatives do hereby agree as follows:

1. Service. Valley Transit shall contract with an external third party (“**contractor**”) to provide Specialized Transportation Services for Community Care clients who are in need of Specialized Transportation Services, such as the elderly and disabled.
2. Cost. Expenses for the Specialized Transportation Services shall be paid for by Valley Transit, with part of the funds coming from Community Care (“contribution”). Community Care’s contribution shall be calculated monthly based on the following formula:

	Specialized Transportation Services Costs (routes x days x contract price)
-	Federal Share
-	State Share
-	Farebox Revenues
+	<u>Administrative Charge</u>
=	Community Care Estimated Contribution

In 2019, Valley Transit and Community Care estimate that there will be a total of 27,000 rides on ten (10) different Specialized Transportation Routes for a total of 255 days out of the calendar year. The contractor’s contract price per route shall be \$212.70. Based on this estimate, cost estimates for 2019 are as follows:

\$547,638	Costs (10 routes X 255 days/service x \$214.76 contract price/route)
(306,680)	Federal and State Share
(13,000)	Farebox revenues
<u>\$102,227</u>	<u>Administrative Charge</u>
\$330,185	Community Care Estimated Contribution

Actual costs will be based on actual expenses, federal share amounts, state share amounts, and private pay local shares received in 2019.

3. Payment and Billing. Valley Transit will invoice Community Care for its actual calculated contribution on a monthly basis. Payment from Community Care to Valley Transit shall be due within thirty (30) calendar days of the date of the invoice from Valley Transit. In the event there is a disagreement between Valley Transit and Community Care regarding the invoice amount, Community Care must notify Valley Transit in writing within thirty (30) calendar day's receipt of said invoice.

4. Term. This Agreement shall be for the calendar year 2019, expiring at the 11:59 p.m. on December 31, 2019. Renewal shall occur upon mutual agreement by the Valley Transit and Community Care when placed in writing and executed at least thirty (30) calendar days prior to the termination date of this Agreement.

5. Inspection. Upon reasonable notice, and with the sole purpose of confirming compliance with the terms and conditions of this Agreement, Community Care must allow Valley Transit the right of entry during normal business hours in order to inspect their books and records.

6. Audit. In the event Valley Transit requires Community Care to conduct an audit as it relates to this Agreement, the cost for said audit shall be borne solely by Community Care. Valley Transit shall establish and maintain accounts for the specialized transportation services receiving funding under this agreement. The accounts shall distinguish the costs of this transportation service from any other service.

7. Indemnification. For good and valuable consideration, Community Care agrees to indemnify, defend and hold harmless the City of Appleton and Valley Transit, and its officers, officials, employees and agents from and against any and all liability, loss, damage, expense, costs (including attorney fees) arising out of this Agreement, caused in whole or in part by Community Care anyone for whose acts any of them may be liable, except where caused by sole negligence or willful misconduct of Valley Transit.

8. Insurance. Community Care agrees at all times during the existence of this Agreement to keep in force the following insurance coverage:

<u>Coverage</u>	<u>Limit</u>
Worker's Compensation	Statutory Limit
Comprehensive General Liability	\$1,000,000 Each Occurrence
Auto Liability	\$1,000,000 CSL

9. Discrimination. In connection with the performance of work under this Agreement, Valley Transit and Community Care both agree not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, sexual orientation, development disability national origin, marital status, ancestry, arrest record, conviction record, or membership in the National Guard, State Defense Force or any reserve component of the military forces of the United States or this State. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other form of compensation; and section for training, including apprenticeship. Valley Transit further agrees to take affirmative action to ensure equal employment opportunities.

10. Conditions. This Agreement is contingent upon receipt by Valley Transit of the federal and state funding referenced in Paragraph 2 above. In the event of a change to or discontinuance of the receipt of said funding by Valley Transit, this Agreement may be terminated by Valley Transit pursuant to paragraph 12(b) below.

11. Termination.

a. Termination by Community Care. Community Care may terminate the Contract if, through no act or fault of the Community Care or their agents or employees or any other persons or entities performing portions of the work under direct or indirect contract with Community Care, there is a material breach of a term of this Agreement, in which case Community Care may, upon thirty (30) calendar days' written notice to the Valley Transit, terminate this Agreement.

b. Termination by Valley Transit. Valley Transit may terminate this Agreement if the Contractor is substantially in breach of a provision of the Agreement, in which case the Owner may, without prejudice to any other rights or remedies of the Owner, and after giving Community Care thirty (30) calendar days' written notice, terminate this Agreement. This Agreement may also be terminated by pursuant to paragraph 11 above, which requires three (3) calendar days' written notice to Community Care.

12. Conflict of Terms. In the event that any provision in any of the above component parts of this Agreement conflicts with any provision in any other of the component parts, the provision in the component part first enumerated above shall govern over any other component part which follows it numerically, except as may be otherwise specifically stated.

13. Disputes. Valley Transit and Community Care shall endeavor to resolve any disputes by mediation which, unless the parties mutually agree otherwise, shall be held in Appleton, Wisconsin. The parties shall share the mediator's fee and any filing fees equally. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

14. Amendments. This Agreement may be amended at any time by mutual written agreement by Valley Transit and Community Care.

**(Signature Page Attached)**

**IN WITNESS WHEREOF**, the parties have caused this instrument to be executed in three (3) original counterparts on this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**Community Care, Contractor:**

Witness: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

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

Witness: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

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

**Valley Transit, Owner:**

Witness: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

By: \_\_\_\_\_  
Ronald McDonald, General Manager

Witness: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

By: \_\_\_\_\_  
Timothy M. Hanna, Mayor

Witness: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

By: \_\_\_\_\_  
Kami Lynch, City Clerk

Provision has been made to pay the liability that will accrue under this contract.

Approved as to form:

\_\_\_\_\_  
Anthony D. Saucerman, Finance Director

\_\_\_\_\_  
James P. Walsh, City Attorney

## INSTRUCTIONS FOR EXECUTING CONTRACT

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### CORPORATION INSTRUCTIONS

If the Contractor is a **CORPORATION**, the following certificate should be executed:

*I, \_\_\_\_\_, certify that I am the Secretary of Community Care Inc. (Contractor), a corporation; that I have duly signed the foregoing contract for and on behalf of the Contractor as Secretary of said corporation by authority of its governing body, within the scope of its corporate powers.*

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

*(Corporate Seal)*

Note: If the Contract is not signed by the secretary of the corporation, the above certified should be executed by some other officer of the corporation under the corporate seal. In lieu of the foregoing certificate, there may be attached to the Contract copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary under the corporate seal to be true copies.

Note: The full name and business address of the Contractor should be inserted and the contract should be signed with his official signature. Please have the name of the signing party or parties, typewritten or printed under all signatures to the contract.

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### PARTNERSHIP INSTRUCTIONS

If the Contractor is operating as a **PARTNERSHIP**, each partner should sign the contract. If each partner does not sign the contract, there should be attached to the contract a duly authenticated power of attorney evidencing the signer's (signers') authority to sign such contract for and on behalf of the partnership.

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### INDIVIDUAL INSTRUCTIONS

If the Contractor is an **INDIVIDUAL**, the trade name (if the Contractor be operating under a trade name) should be indicated in the Contract and such individual should sign the Contract. If signed by one other than the Contractor there should be attached to the contract a duly authenticated power of attorney evidencing the signers' authority to execute the contract for and on behalf of the Contractor.

**111-18**

**AN ORDINANCE AMENDING SECTION 19-106 OF CHAPTER 19 OF THE MUNICIPAL CODE OF THE CITY OF APPLETON, RELATING TO CITY-OWNED PARKING FACILITIES.**

(Municipal Services Committee – 11-26-2018)

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

**Section 1:** That Section 19-106 of Chapter 19 of the Municipal Code of the City of Appleton, relating to City-owned parking facilities, is hereby amended to read as follows:

**Sec. 19-106. City-owned parking facilities.**

The property owned by the City and used as public parking facilities for vehicles shall be described as follows:

- (1) Yellow Ramp.
- (2) Red Ramp.
- (3) Library Plaza: the library parking lot. The parking lot is adjacent to the library and bounded on the east by North Oneida Street and on the west by North Appleton Street.
- (4) Green Ramp.

**Section 2:** This ordinance shall be in full force and effect January 1, 2019.

**112-18**

**AN ORDINANCE AMENDING SECTION 19-109 OF CHAPTER 19 OF THE MUNICIPAL CODE OF THE CITY OF APPLETON, RELATING TO HOURS OF OPERATION OF METERED PARKING FACILITIES.**

(Municipal Services Committee – 11-26-2018)

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

**Section 1:** That Section 19-109 of Chapter 19 of the Municipal Code of the City of Appleton, relating to hours of operation of metered parking facilities, is hereby amended to read as follows:

**Sec. 19-109. Hours of operation of metered parking facilities.**

- (a) On-street metered parking: 9:00 a.m. to 6:00 p.m. Monday through

Saturday, excluding City observed holidays (see §19-108).

(b) Off-street metered parking lots: 9:00 a.m. to 6:00 p.m. Monday through Saturday, excluding City observed holidays (see §19-108).

**Section 2:** This ordinance shall be in full force and effect January 1, 2019.

### **113-18**

#### **AN ORDINANCE AMENDING SECTION 19-110 OF CHAPTER 19 OF THE MUNICIPAL CODE OF THE CITY OF APPLETON, RELATING TO METERED ON-STREET PARKING.**

(Municipal Services Committee – 11-26-2018)

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

**Section 1:** That Section 19-110 of Chapter 19 of the Municipal Code of the City of Appleton, relating to metered on-street parking, is hereby amended to read as follows:

#### **Sec. 19-110. Metered on-street parking.**

The time limits for operation of parking meters are as authorized by the Common Council and as specified on individual meters.

(a) ***Red head meters – Fee.*** A rate of fifty cents (\$0.50) for thirty (30) minutes shall apply to all spaces marked with red head meters in the Central Business District.

(b) ***Non-red head meters – Fee.***

1. For all on-street meters north of Washington Street, a rate of twenty-five cents (\$0.25) for each hour shall apply to all spaces marked with non-red head meters.
2. All other meters shall have a rate of one dollar (\$1.00) for each hour and shall apply to all spaces marked with non-red head meters.

**Section 2:** This ordinance shall be in full force and effect January 1, 2019.

### **114-18**

#### **AN ORDINANCE AMENDING SECTION 19-111 OF CHAPTER 19 OF THE MUNICIPAL CODE OF THE CITY OF APPLETON, RELATING TO METERED OFF-STREET PARKING.**

(Municipal Services Committee – 11-26-2018)

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

**Section 1:** That Section 19-111 of Chapter 19 of the Municipal Code of the City of Appleton, relating to metered off-street parking, is hereby amended to read as follows:

**Sec. 19-111. Metered off-street parking.**

The time limits for operation of parking meters are as authorized by the Common Council and as specified on individual meters.

(a) ***Library lot fees.*** A rate of one dollar (\$1.00) per hour shall apply to all non-red head meters in the Library lot. A rate of fifty cents (\$0.50) for thirty minutes shall apply to all spaces marked with red head meters in the Library lot.

**Section 2:** This ordinance shall be in full force and effect January 1, 2019.

**115-18**

**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 11-26-2018)

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 from 9 a.m. to 5 p.m. Monday through Saturday, from March 1<sup>st</sup> to December 1<sup>st</sup>, on the east side of Summit Street from Lindbergh Street to a point 450 feet north of Lindbergh 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.

**116-18**

**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 11-26-2018)

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. 03-54:* “Parking be prohibited on Glenhurst Lane from a point 120’ west of Lightning Drive to a point 120 feet east 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.

**117-18**

**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 11-26-2018)

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 Glenhurst Lane from a point 120’ west of Lightning Drive to a point 60 feet east 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.

**118-18**

**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 11-26-2018)

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 Glenhurst Lane from a point 120' west of Lightning Drive to a point 120 feet east 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.

**119-18**

**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 11-26-2018)

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 Taft Avenue from Oneida Street to a point 260 feet east of Oneida Street.

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

**120-18**

**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 11-26-2018)

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

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

**INSTALL STOP SIGNS ON:**

Herbert Street at Pine Street

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

**121-18**

**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 11-26-2018)

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 61-83:*** “Parking be prohibited on both sides of Lutz Drive from 800’ south of the south right-of-way line of Prospect Avenue extending south for 250’.”

**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.

**122-18**

**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 11-26-2018)

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/north side of Lutz Drive from a point 800 feet south of Prospect Avenue to a point 290 feet southwest of the railroad overpass, as measured along the centerline of Lutz 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.

**123-18**

**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 11-26-2018)

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/south side of Lutz Drive from a point 800 feet south of Prospect Avenue to a point 175 feet southwest of the railroad overpass, as measured along the centerline of Lutz 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.