



City of Appleton

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

Meeting Agenda - Final-revised Common Council

Wednesday, May 15, 2024

7:00 PM

Council Chambers

- A. CALL TO ORDER
- B. INVOCATION
- C. PLEDGE OF ALLEGIANCE TO THE FLAG
- D. ROLL CALL OF ALDERPERSONS
- E. ROLL CALL OF OFFICERS AND DEPARTMENT HEADS
- F. APPROVAL OF PREVIOUS COUNCIL MEETING MINUTES

[24-0605](#) Common Council Meeting Minutes of May 1, 2024

Attachments: [CC Minutes 5-1-24.pdf](#)

- G. BUSINESS PRESENTED BY THE MAYOR

[24-0622](#) Proclamations
- Neurofibromatosis Awareness Day
- Hmong American Day
- Safe Boating Week
- American Legion Poppy Day
- Police Week

Attachments: [Neurofibromatosis Awareness Day 2024.pdf](#)

[Hmong American Day 2024.pdf](#)

[Safe Boating Week 2024.pdf](#)

[American Legion Poppy Day 2024.pdf](#)

[Police Week 2024.pdf](#)

[24-0623](#) APD Civilian Community Service Award: Caleb Daguanno & Gio Sanchez

[24-0624](#) Fifth Anniversary of fallen AFD firefighter, Mitch Lundgaard

[24-0625](#) Confirmation of Appointments - Advisory Panel on Sustainability & Climate Resilience

Attachments: [May 15 2024 Council Appointments.pdf](#)

H. PUBLIC PARTICIPATION

I. PUBLIC HEARINGS

J. SPECIAL RESOLUTIONS

K. ESTABLISH ORDER OF THE DAY

L. COMMITTEE REPORTS

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

[23-1251](#) Resolution #11-R-23 Overnight Parking

Attachments: [#11-R-23 Overnight Parking.pdf](#)

[Overnight Parking Resolution #11-R-23 Staff memo.pdf](#)

[Overnight Parking Resolution Additional Information Final.pdf](#)

[2024.04.08 Overnight Parking Memo.pdf](#)

Legislative History

10/23/23	Municipal Services Committee	held	<i>Held at committee (referred to staff for further investigation) for approximately 30 days.</i>
12/11/23	Municipal Services Committee	held	<i>Hold until first regularly scheduled meeting in March.</i>
3/11/24	Municipal Services Committee	held	<i>Held for two meeting cycles.</i>
4/8/24	Municipal Services Committee	held	<i>Meltzer moved, seconded by Siebers to amend the Resolution to allow even/odd alternate side street seasonal parking (April-Oct) without a permit. Roll Call. Motion fails 2/2.</i> <i>Held for 30 days.</i>

- 5/6/24 Municipal Services recommended for denial
Committee
- Motion to Amend by Ald. Siebers: "That the City of Appleton will initiate a trial program allowing alternate side street parking on all streets within the city limits except on streets where parking is only allowable on one side, areas with more restrictive parking limitations and those where parking is not permitted at any time. Overnight street parking will remain prohibited during the winter months to facilitate snow removal. Snow emergency parking restrictions will remain applicable. DPW & Parking Utility will undertake additional measures to implement the trial, including providing signage, sufficient enforcement staffing within the Parking Utility and altering street sweeping schedules to accommodate overnight parking while still remaining compliant with WDNR requirement for stormwater quality. Be it further resolved that the COA DPW will provide an evaluation of the program to Municipal Services Committee & Common Council for one year after implementation of the trial."*
- Seconded by Ald. Meltzer. Motion failed 2-3.*
- Siebers moved, seconded by Meltzer, that the Report Action Item be recommended for approval. Roll Call. Motion failed 1-4.*

[24-0574](#) Approve the request to extend street occupancy permit 24-027-T from The Boldt Company for a street occupancy permit for the Fox Commons City Center Plaza project along College Avenue from City Center East to the entrance of City Center West for a period ending on July 1, 2024.

Attachments: [24-027-T Extension.pdf](#)

Legislative History

5/6/24 Municipal Services recommended for approval
Committee

[24-0575](#) Approve the revisions to the Downtown Appleton Parking and Meter Bag Policy.

Attachments: [Downtown Appleton Parking and Meter Bag Policy - Revised 04-2024.pdf](#)
[Downtown Appleton Parking and Meter Bag Policy - Final Revised 04-2024.pdf](#)

Legislative History

5/6/24 Municipal Services recommended for approval
Committee

[24-0576](#) Approve ordinance change for Clearwater Creek 4th Addition (Sweetwater Way).

Attachments: [Clearwater Creek 4th Addition Ordinance Changes.pdf](#)

Legislative History

5/6/24 Municipal Services recommended for approval
Committee

- [24-0577](#) Approve proposed loading zone stalls by the YMCA (200E Lawrence St).
Follow-Up to Six-Month Evaluation Period.
Attachments: [Lawrence St 200E Loading Zone stalls by the YMCA \(follow-up to 6-mo eval\).pc](#)
- Legislative History**
- | | | |
|--------|---------------------------------|--------------------------|
| 5/6/24 | Municipal Services
Committee | recommended for approval |
|--------|---------------------------------|--------------------------|
- [24-0578](#) Approve ordinance changes related to the H-23 Lightning Dr. Grade and Gravel Project.
Attachments: [Lightning Dr H-23 Ordinance Changes.pdf](#)
- Legislative History**
- | | | |
|--------|---------------------------------|--------------------------|
| 5/6/24 | Municipal Services
Committee | recommended for approval |
|--------|---------------------------------|--------------------------|
- [24-0579](#) Approve ordinance changes related to the A-24 Linwood Av. Reconstruction Project.
Attachments: [Linwood Av A-24 Ordinance Changes.pdf](#)
- Legislative History**
- | | | |
|--------|---------------------------------|--------------------------|
| 5/6/24 | Municipal Services
Committee | recommended for approval |
|--------|---------------------------------|--------------------------|
- [24-0580](#) Approve ordinance changes related to the A-24 Owaissa-Wisconsin RRFB Project.
Attachments: [Owaissa-Wisconsin RRFB A-24 Ordinance Changes.pdf](#)
- Legislative History**
- | | | |
|--------|---------------------------------|--------------------------|
| 5/6/24 | Municipal Services
Committee | recommended for approval |
|--------|---------------------------------|--------------------------|
- [24-0581](#) Approve ordinance changes related to the A-24 Quest Dr. Paving Project.
Attachments: [Quest Dr A-24 Ordinance Changes.pdf](#)
- Legislative History**
- | | | |
|--------|---------------------------------|--------------------------|
| 5/6/24 | Municipal Services
Committee | recommended for approval |
|--------|---------------------------------|--------------------------|
- [24-0582](#) Approve ordinance changes related to the Rise Apartment Project.
Attachments: [Rise Apartments Ordinance Changes.pdf](#)
- Legislative History**
- | | | |
|--------|---------------------------------|--------------------------|
| 5/6/24 | Municipal Services
Committee | recommended for approval |
|--------|---------------------------------|--------------------------|
- [24-0583](#) Approve ordinance changes related to the Southpoint Commerce Park G-24 Grade and Gravel Projects (Endeavor Dr/Vantage Dr/Inspire Ct).
Attachments: [Vantage Dr & Endeavor Dr G-24 Ordinance Changes.pdf](#)
- Legislative History**

5/6/24 Municipal Services recommended for approval
Committee

2. MINUTES OF THE SAFETY AND LICENSING COMMITTEE

[24-0514](#) Class "B" Beer and "Class B" Liquor Temporary Premises Amendment application for Henry J. Grishaber LLC d/b/a Hank & Karen's, Henry J. Grishaber, Agent, located at 1937 E John St., on May 19th 2024 for Memorial Stock Car Event, contingent upon approval from the Inspections and Public Works Departments.

Attachments: [Hank & Karen's - Temporary Premises Amendment.pdf](#)

Legislative History

5/8/24 Safety and Licensing recommended for approval
Committee

[24-0530](#) Electronic Vaping Device Retail License application for D8D By H4H LLC d/b/a The Dispensary, William Nething, Agent, located at 3020 E. College Ave Suite F.

Attachments: [The Dispensary CTV-100.pdf](#)

Legislative History

5/8/24 Safety and Licensing recommended for approval
Committee

[24-0552](#) "Class B" Liquor license application for Alpine Swift d/b/a Ellinor, Adam Marty, Agent, located at 1016 E Pacific St., contingent upon approval from the Inspections and Police Departments.

Attachments: [Ellinor Class B App 4.30.24.pdf](#)

Legislative History

5/8/24 Safety and Licensing recommended for approval
Committee

[24-0588](#) Fire Department Approval of Automatic Aid Agreement Between the City of Appleton and Village of Little Chute for Structure Fire Response.

Attachments: [AFD LCFD Auto-Aid Agreement 2024.pdf](#)

Legislative History

5/8/24 Safety and Licensing recommended for approval
Committee

[24-0467](#) Police Department Sole Source Memo for ACMS Crossing Guards Contract Renewal.

Attachments: [ACMS Sole Source - SL.pdf](#)

Legislative History

4/24/24 Safety and Licensing Committee recommended for approval

[24-0459](#)

Fire Department Automatic Aid Agreement with the Kimberly Fire Department.

Attachments: [AFD_KFD_Auto Aid KFD Signed 4.12.24.pdf](#)

Legislative History

4/24/24 Safety and Licensing Committee recommended for approval

[24-0503](#)

Fire Department Automatic Aid Agreement with the Grand Chute Fire Department.

Attachments: [Appleton Auto-Aid Agreement 2024.pdf](#)

Legislative History

4/24/24 Safety and Licensing Committee recommended for approval

3. MINUTES OF THE CITY PLAN COMMISSION

4. MINUTES OF THE PARKS AND RECREATION COMMITTEE

5. MINUTES OF THE FINANCE COMMITTEE

[24-0564](#)

Request to approve a resolution authorizing the City Mayor and City Clerk to execute the Principal Forgiven Financial Assistance Agreement that contains the terms and conditions of the Safe Drinking Water Loan Program and award of \$611,302 for the Project.

Attachments: [DNR Resolution #1- 2024.pdf](#)

Legislative History

5/6/24 Finance Committee recommended for approval

[24-0565](#)

Request to approve the following 2024 Budget amendment:

Water Utility Fund

Lead Service Replacement	+ \$611,302
Other Reimbursement Revenue	+ \$611,302

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

Attachments: [2024.05.01 Water Utility Fund Budget Amendment.pdf](#)

Legislative History

5/6/24 Finance Committee recommended for approval

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

[24-0550](#) Approval of Sole Source Engineering Services Contract to McMahon as part of the Appleton Water Treatment Facility Carbon Dioxide System Rehabilitation Project in the amount of \$27,000 with a 10% contingency of \$2,700 for a total not to exceed \$29,700.

Attachments: [240430_SoleSourceAward_McMahon_CO2_Memo.pdf](#)

Legislative History

5/7/24 Utilities Committee recommended for approval

[24-0551](#) Approve the acceptance of the Department of Natural Resources Safe Drinking Water Loan Program loan with 100% principal forgiveness in the amount of \$611,302 for replacement of private lead service lines in Appleton.

Attachments: [SDW_SFY_2024_Final_Funding_List.pdf](#)

Legislative History

5/7/24 Utilities Committee recommended for approval

[24-0586](#) Approval of Sole Source award to Badger Meter Syrinix for a leak monitoring system in an amount not to exceed \$90,000.

Attachments: [Sole Source Memo - Syrinix.pdf](#)
[Syrinx Technical Proposal.pdf](#)

Legislative History

5/7/24 Utilities Committee recommended for approval

[24-0587](#) Approve Contract Amendment #1 to McMahon for Phase II Solids Dewatering Equipment Upgrades for additional design and construction management services in the amount of \$26,900 increasing the contract amount from \$162,000 to \$188,900

Attachments: [240501_Ph2-BFP_McMahon_ContractAmend_no1_memo.pdf](#)

Legislative History

5/7/24 Utilities Committee recommended for approval

8. MINUTES OF THE HUMAN RESOURCES & INFORMATION TECHNOLOGY COMMITTEE

[24-0607](#) Request to Approve Syntech Fuelmaster Upgrade.

Attachments: [Memo Syntech Fuelmaster Upgrade.pdf](#)
[City of Appleton FMLive Upgrade TB104044.pdf](#)
[RL24052_City of Appleton MSB Card Reader \(1\).pdf](#)
[Sole-Source-Approval.pdf](#)
[FMLive CIP.pdf](#)
[General Fund Memo.pdf](#)

[24-0609](#) Request to Change DPW Administration Table of Organization.

Attachments: [DPW Re-org 2024 Memo.pdf](#)
[DPW Re-org TO SB 2024.pdf](#)
[DPW Re-org TO Updated 2024.pdf](#)
[DPW Re-org AT JD 2024.pdf](#)
[DPW Re-org MAC JD 2024.pdf](#)
[DPW Re-org ACE JD 2024.pdf](#)

9. MINUTES OF THE FOX CITIES TRANSIT COMMISSION

10. MINUTES OF THE BOARD OF HEALTH

M. CONSOLIDATED ACTION ITEMS

N. ITEMS HELD

O. ORDINANCES

P. LICENSE APPLICATIONS AND COMMUNICATIONS REFERRED TO COMMITTEES OF JURISDICTION

Q. RESOLUTIONS SUBMITTED BY ALDERPERSONS REFERRED TO COMMITTEES OF JURISDICTION

R. OTHER COUNCIL BUSINESS

S. ADJOURN

Kami Lynch, City Clerk

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

Remote meeting attendance may be permitted pursuant to Section 2-29 of the Appleton Municipal Code and Rules of Council.



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Appleton, WI 54911-4799
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Meeting Minutes - Final Common Council

Wednesday, May 1, 2024

7:00 PM

Council Chambers

A. CALL TO ORDER

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

B. INVOCATION

The Invocation was offered by Alderperson Hartzheim.

C. PLEDGE OF ALLEGIANCE TO THE FLAG

D. ROLL CALL OF ALDERPERSONS

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

Excused: 1 - Alderperson Martyn Smith

E. ROLL CALL OF OFFICERS AND DEPARTMENT HEADS

All Departments were represented.

F. APPROVAL OF PREVIOUS COUNCIL MEETING MINUTES

[24-0476](#)

Common Council Meeting Minutes of Organizational Meeting and Council Meeting on April 17, 2024.

Attachments: [CC Minutes 4-17-24 Organizational Meeting.pdf](#)

[CC Minutes 4-17-24.pdf](#)

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

Aye: 13 - Alderperson William Siebers, Alderperson Vered Meltzer, Alderperson Brad Firkus, Alderperson Katie Van Zeeland, Alderperson Denise Fenton, Alderperson Patrick Hayden, Alderperson Patti Heffernan, Alderperson Alex Schultz, Alderperson Vaya Jones, Alderperson Kristin Alfheim, Alderperson Nate Wolff, Alderperson Sheri Hartzheim and Alderperson Christopher Croatt

Excused: 1 - Alderperson Martyn Smith

Abstained: 2 - Alderperson Chad Doran and Mayor Jake Woodford

G. BUSINESS PRESENTED BY THE MAYOR

[24-0525](#)

Proclamations:

- Asian & Pacific Islander Heritage Month
- Jewish American Heritage Month
- Municipal Clerks Week
- Nurse Appreciation Week
- Public Service Recognition Week
- Teacher Appreciation Week

Attachments: [Asian and Pacific Islander Heritage Month 2024.pdf](#)
[Jewish American Heritage Month 2024.pdf](#)
[Municipal Clerks Week 2024.pdf](#)
[Nurse Appreciation Week 2024.pdf](#)
[Public Service Recognition Week 2024.pdf](#)
[Teacher Appreciation Day 2024.pdf](#)

[24-0524](#)

Committee Appointments Amendment

Attachments: [24-25 Alder Committee Appointments Amendment.pdf](#)

Alderperson Fenton moved, seconded by Alderperson Van Zeeland, that the Committee Appointments Amendment be approved. Roll Call. Motion carried by the following vote:

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

Excused: 1 - Alderperson Martyn Smith

Abstained: 1 - Mayor Jake Woodford

[24-0539](#)

Confirmation of Appointment to the City Plan Commission

Attachments: [Confirmation of Appointment May 1 2024.pdf](#)

Alderperson Fenton moved, seconded by Alderperson Hartzheim, that the City Plan Commission Appointment be approved. Roll Call. Motion carried by the following vote:

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

Excused: 1 - Alderperson Martyn Smith

Abstained: 1 - Mayor Jake Woodford

H. PUBLIC PARTICIPATION

There was no one signed up to speak during public participation.

I. PUBLIC HEARINGS

J. SPECIAL RESOLUTIONS

K. ESTABLISH ORDER OF THE DAY

[24-0237](#)

Class "B" Beer and "Class B" Liquor License Premise Amendment application for NAC LLC d/b/a OB's Brau Haus, Christopher Nelis, Agent, located at 523 W College Ave, contingent upon approval from the Community Development, Inspections and Finance Departments.

Attachments: [OB's Brau Haus - Premises Amendment.pdf](#)

Alderperson Fenton moved, seconded by Alderperson Croatt, that the Premises Amendment, with an end time of 9:30 p.m. (consistent with the Sidewalk Cafe/Street Occupancy Permit) be approved. Roll Call. Motion carried by the following vote:

Aye: 13 - Alderperson Vered Meltzer, Alderperson Brad Firkus, Alderperson Katie Van Zeeland, Alderperson Denise Fenton, Alderperson Patrick Hayden, Alderperson Patti Heffernan, Alderperson Alex Schultz, Alderperson Vaya Jones, Alderperson Kristin Alfheim, Alderperson Nate Wolff, Alderperson Sheri Hartzheim, Alderperson Christopher Croatt and Alderperson Chad Doran

Nay: 1 - Alderperson William Siebers

Excused: 1 - Alderperson Martyn Smith

Abstained: 1 - Mayor Jake Woodford

[24-0327](#)

Recommended Denial of an Operator License for Miguel Hulke.

Attachments: [Miguel Hulke Operator License Application.pdf](#)
[Miguel Hulke PD Letter.pdf](#)
[Miguel Hulke Clerk Letter.pdf](#)
[Miguel Hulke Supporting Documentation.pdf](#)
[Miguel Hulke Denial - Lt. Goodin.pdf](#)
[Miguel Hulke - ACA Buruin.pdf](#)

Aldersperson Van Zeeland moved, seconded by Aldersperson Fenton, that the Operator License be approved. Roll Call. Motion carried by the following vote:

Aye: 8 - Aldersperson William Siebers, Aldersperson Vered Meltzer, Aldersperson Katie Van Zeeland, Aldersperson Denise Fenton, Aldersperson Patrick Hayden, Aldersperson Patti Heffernan, Aldersperson Alex Schultz and Aldersperson Nate Wolff

Nay: 6 - Aldersperson Brad Firkus, Aldersperson Vaya Jones, Aldersperson Kristin Alfheim, Aldersperson Sheri Hartzheim, Aldersperson Christopher Croatt and Aldersperson Chad Doran

Excused: 1 - Aldersperson Martyn Smith

Abstained: 1 - Mayor Jake Woodford

[24-0442](#)

Request to approve Special Use Permit #1-24 to establish a 521 square foot tavern inside the existing storage garage space located at 1201 N. Badger Avenue (Tax Id #31-5-2130-00), 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 of Common Council required for approval)

Attachments: [StaffReport_1201NBadgerAv_SUP_For4-24-24.pdf](#)
[Voicemail from Janet Stellmacher 4-24-24.pdf](#)
[Email from Janet and Ron Stellmacher 4-24-24.pdf](#)

Aldersperson Hartzheim moved, seconded by Aldersperson Van Zeeland, that the Special Use Permit be approved. Roll Call. Motion carried by the following vote:

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

Excused: 1 - Aldersperson Martyn Smith

Abstained: 1 - Mayor Jake Woodford

[24-0495](#)

Approve the new roadway design parameters for Emerald Valley 8, 9, and 10 Subdivision Plat, specifically those portions of Oceanpearl Court (Providence Avenue to cul-de-sac); Providence Avenue (Aquamarine Avenue to west plat line); Aquamarine Avenue (Jasper Lane to Providence Avenue); Jasper Lane (Aquamarine Avenue to Plamann Place); Plamann Place (Jasper Lane to Providence Avenue).

Attachments: [04-22-2024 MSC Memo New Street Designs Emerald Valley 8_9_10.pdf](#)

Alderson Fenton moved, seconded by Alderson Van Zeeland, that the roadway design parameters be approved. Roll Call. Motion carried by the following vote:

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

Excused: 1 - Alderson Martyn Smith

Abstained: 1 - Mayor Jake Woodford

[24-0498](#)

Approve request from Creative Downtown Appleton, Inc. and Appleton Downtown, Inc. to install a parklet on the north side of Washington Street (NW corner of Washington Street and Appleton Street) at parking stall #289 per the On-Street Parklet Policy.

Attachments: [Parklet request 2024.pdf](#)

Alderson Schultz moved, seconded by Alderson Meltzer, that the parklet installation be amended to allow the install to occur as soon as all related requirements for the parklet are met. Roll Call. Motion carried by the following vote:

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

Excused: 1 - Alderson Martyn Smith

Abstained: 1 - Mayor Jake Woodford

Alderson Hartzheim moved, seconded by Alderson Meltzer, that the parklet installation be approved as amended. Roll Call. Motion carried by the following vote:

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

Excused: 1 - Alderperson Martyn Smith

Abstained: 1 - Mayor Jake Woodford

L.

COMMITTEE REPORTS

Balance of the action items on the agenda.

Alderperson Firkus moved, Alderperson Meltzer seconded, to approve the balance of the agenda. The motion carried by the following vote:

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

Excused: 1 - Alderperson Martyn Smith

Abstained: 1 - Mayor Jake Woodford

1. MINUTES OF THE MUNICIPAL SERVICES COMMITTEE

[24-0497](#)

Request from Chandelier LLC for a street occupancy permit to place tables and chairs in the College Avenue beautification strip at 215 W. College Avenue.

Attachments: [CHANDELIER - TABLES AND CHAIRS.pdf](#)

This Report Action Item was approved

2. MINUTES OF THE SAFETY AND LICENSING COMMITTEE

[24-0520](#)

2024 Redistricting- Ward Modifications as a result of WI 2023 Act 94

Attachments: [2024 Redistricting -Memo-Map-Ords.pdf](#)

This Report Action Item was approved.

[24-0431](#)

Class "B" Beer and "Class B" Liquor Temporary Premises Amendment application for Topsy Taco & Tequila Bar LLC d/b/a Topsy Taco & Tequila Bar, Sarah Gregory, Agent, located at 127/129 S. Memorial Dr., on May 5th 2024 for Cinco de Mayo, contingent upon approval from the Health and Inspections Departments.

Attachments: [Topsy Taco & Tequila Bar - Temporary Premises Amendment.pdf](#)

This Report Action Item was approved.

[24-0432](#)

Class "B" Beer and "Class B" Liquor Temporary Premises Amendment application for Sangria's Mexican Grill 2 LLC d/b/a Sangria's Mexican Grill, Sarah Gregory, Agent, located at 215 S. Memorial Dr., on May 5th 2024 for Cinco de Mayo, contingent upon approval from the Health and Inspections Departments.

Attachments: [Sangria's Mexican Grill - Temporary Premises Amendment.pdf](#)

This Report Action Item was approved.

3. MINUTES OF THE CITY PLAN COMMISSION

[24-0443](#)

Request to approve the acceptance of the proposed dedication of the outlot identified for public trail purposes within Southpoint Commerce Park, per Wis. State Statute §62.23(5), as shown on the attached maps and the 2017 Trails Master Plan

Attachments: [Memo_PlanCommission_Southpoint_TrailAcquisitionandDedication_For4-24-24.pdf](#)

This Report Action Item was approved.

4. MINUTES OF THE PARKS AND RECREATION COMMITTEE

5. MINUTES OF THE FINANCE COMMITTEE

[24-0501](#)

Request to award Contract for Unit O-24 Sanitary and Storm Sewer CIPP Lining to Insituform Technologies USA, LLC in an amount not to exceed \$384,975.43

Attachments: [O-24 Award Memo Combined.pdf](#)

This Report Action Item was approved.

[24-0502](#)

Request to award the City of Appleton's 2024 PRFMD Facility Generator Replacement to Van Ert Electric Co., Inc. in the amount of \$278,579 with a 15% contingency of \$41,787 for a project total not to exceed \$320,366.

Attachments: [2024 PRFMD Generator Replacement 1.pdf](#)

This Report Action Item was approved.

6. MINUTES OF THE COMMUNITY AND ECONOMIC DEVELOPMENT COMMITTEE

7. MINUTES OF THE UTILITIES COMMITTEE

[24-0464](#)

Approval of Sole Source Engineering Services Contract to McMahon as part of 2024 Primary Clarifiers #1 through #4 Rehabilitation Project in the amount of \$57,900 with a 15% contingency of \$8,685 for a Project Total not to exceed \$66,585.

Attachments: [240421_UCMemo\(revised\)_Sole Source Contract_McMahon_PrimClarifer1-4.pdf](#)

This Report Action Item was approved.

8. MINUTES OF THE HUMAN RESOURCES & INFORMATION TECHNOLOGY COMMITTEE

9. MINUTES OF THE FOX CITIES TRANSIT COMMISSION

[24-0487](#)

Authorization to award a five-year contract with three one-year options to Running Inc. for the provision of Paratransit (ADA and Ancillary) Services - Revised contract terms reference file number 24-0203

Attachments: [FCTC Running contract memo - revised contract terms.pdf](#)

This Report Action Item was approved.

10. MINUTES OF THE BOARD OF HEALTH

M. CONSOLIDATED ACTION ITEMS

N. ITEMS HELD

O. ORDINANCES

[24-0513](#)

Ordinances #21-24 to #29-24 and #30-24 & #31-24 (Redistricting)

Attachments: [Ordinances to Council 5-1-24.pdf](#)

Aldersperson Hartzheim moved, seconded by Aldersperson Meltzer, that the Ordinances be approved. Roll Call. Motion carried by the following vote:

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

Excused: 1 - Aldersperson Martyn Smith

Abstained: 1 - Mayor Jake Woodford

P. LICENSE APPLICATIONS AND COMMUNICATIONS REFERRED TO COMMITTEES OF JURISDICTION

Q. RESOLUTIONS SUBMITTED BY ALDERPERSONS REFERRED TO COMMITTEES OF JURISDICTION

[24-0585](#)

Resolution #5-R-24 Increasing the Wheel Tax

Attachments: [#5-R-24 Resolution to Increase the Wheel Tax.pdf](#)

R. OTHER COUNCIL BUSINESS

[24-0540](#)

Approval of the Parks & Recreation Committee start time per Council Rules.

Aldersperson Fenton moved, seconded by Aldersperson Hayden, that the Committee start time of 6:15 p.m. be approved. Roll Call. Motion carried by the following vote:

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

Excused: 1 - Aldersperson Martyn Smith

Abstained: 1 - Mayor Jake Woodford

S. ADJOURN

Alderson Siebers moved, seconded by Alderson Jones, that the meeting be adjourned at 7:47 p.m. Roll Call. Motion carried by the following vote:

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

Excused: 1 - Alderson Martyn Smith

Abstained: 1 - Mayor Jake Woodford

Kami Lynch, City Clerk

PROCLAMATION



Office of the Mayor

WHEREAS, the Children's Tumor Foundation has been working to increase understanding of neurofibromatosis, empower affected families, and advance research of preventative therapies since 2010; and

WHEREAS, in the United States, over 100,000 people – including over 100 people in Appleton alone, have neurofibromatosis, a serious childhood tumor-growth disorder with potentially life-threatening complications such as heart disease, stroke, blindness, deafness, and amputation; and

WHEREAS, neurofibromatosis is the most common genetic disorder linked to a single gene, and while half of all cases of neurofibromatosis are inherited, half of neurofibromatosis cases are spontaneous genetic mutations; and

WHEREAS, neurofibromatosis is more common than cystic fibrosis, Huntington's Disease, and Duchenne Muscular Dystrophy combined; and

WHEREAS, the Children's Tumor Foundation advocates on behalf of the neurofibromatosis community to increase federal funding for research and programs and to improve comprehensive health care and insurance coverage; and

WHEREAS, an increase in community awareness is necessary to support those living with neurofibromatosis, their families, and their supporters.

NOW, THEREFORE, BE IT RESOLVED, THAT I, JACOB A. WOODFORD, Mayor of the City of Appleton, do hereby proclaim Monday, May 17, 2024, as

Neurofibromatosis Awareness Day

in Appleton and encourage all citizens to recognize neurofibromatosis and join the Children's Tumor Foundation's efforts to increase understanding, empower families, and support research in an effort to change the future of this serious condition.



Signed and sealed this 25th day of April 2024.

JACOB A. WOODFORD
MAYOR OF APPLETON

PROCLAMATION



Office of the Mayor

WHEREAS, from 1961 to 1975, more than 40,000 Hmong individuals were recruited by the Central Intelligence Agency (CIA) to fight alongside American soldiers in the Secret War, a vital part of the Vietnam War, in Laos; and

WHEREAS, the fall of Long Cheng over 45 years ago forced thousands of Hmong to flee Laos to seek refuge from persecution; and

WHEREAS, many Hmong war refugees and their families immigrated to other countries, including the United States, and to Wisconsin – where today Appleton is home to more than 3,000 Hmong residents; and

WHEREAS, we honor the legacy of the Hmong people who served, were wounded, or lost their lives in battle to ensure America remains the land of the free, knowing we forever owe a debt of gratitude for their sacrifice; and

WHEREAS, the City of Appleton recognizes the important cultural, social, political, and economic contributions of Hmong Americans that provide generational enrichment and enhancement to the city across many sectors, including business, healthcare, education, public safety, and government; and

WHEREAS, in 2015, the City of Appleton was the first in the State of Wisconsin to commemorate this day and to formally recognize and celebrate the history, culture, and contributions of Hmong Americans in Appleton and other cities in Wisconsin.

NOW, THEREFORE, BE IT RESOLVED, THAT I, JACOB A. WOODFORD, Mayor of the City of Appleton, do hereby proclaim May 14, 2024, as

Hmong American Day

in Appleton and invite you to join us in commemorating this day and formally recognizing and celebrating the history, culture, and contributions of Hmong Americans in Appleton and other cities throughout Wisconsin.



Signed and sealed this 8th day of May 2024.

JACOB A. WOODFORD
MAYOR OF APPLETON

PROCLAMATION



Office of the Mayor

WHEREAS, recreational boating is a popular and enjoyable activity enjoyed by many each year; and

WHEREAS, boating can also be dangerous without proper precautions and safety measures in place; and

WHEREAS, the annual observance of Safe Boating Week supports the Safe Boating Campaign, a global awareness effort that encourages boaters to make the most of their boating adventures by being responsible; and

WHEREAS, the United States Coast Guard reports that drowning is the cause of death in four out of every five recreational boating fatalities and 75 percent of those were not wearing a life jacket; and

WHEREAS, the Wisconsin Department of Natural Resources is dedicated to boating safety and provides valuable resources and information to boaters to help ensure safe and responsible boating; and

WHEREAS, Safe Boating Week reminds all boaters to wear a life jacket, avoid boating under the influence, be aware of weather and water conditions, stay in contact with someone on shore, use an engine cut-off device, and take boater education courses to improve their knowledge and skill.

NOW, THEREFORE, BE IT RESOLVED, THAT I, JACOB A. WOODFORD, Mayor of the City of Appleton, do hereby proclaim May 18-24, 2024, as

Safe Boating Week

in Appleton and encourage all boaters to take the necessary steps to ensure a safe and enjoyable boating experience while making memories with family and friends.

Signed and sealed this 25th day of April 2024.



JACOB A. WOODFORD
MAYOR OF APPLETON

PROCLAMATION



Office of the Mayor

WHEREAS, the annual distribution of poppies by the American Legion of the United States has been officially recognized; and

WHEREAS, those who have sacrificed their lives, their health, or their livelihood in service to our country are owed a debt of gratitude by all citizens; and

WHEREAS, the annual distribution of poppies by the American Legion offers an opportunity for the people of this community to express appreciation for those who have paid more than their share of the cost of freedom; and

WHEREAS, American Legion poppies are assembled by disabled veterans, and the proceeds of this worthy fundraising campaign are used exclusively for the benefit of disabled and needy veterans, along with the widows and orphans of deceased veterans; and

WHEREAS, the purpose of the annual distribution of poppies by the American Legion is eloquently reflected in the desire to "Honor the Dead by Helping the Living."

NOW, THEREFORE, BE IT RESOLVED, THAT I, JACOB A. WOODFORD, Mayor of the City of Appleton, do hereby proclaim Friday, May 10, 2024, as

American Legion Poppy Day

in Appleton and call upon all citizens to join in the observance through the wearing of poppies.

Signed and sealed this 30th day of April 2024.



JACOB A. WOODFORD
MAYOR OF APPLETON

PROCLAMATION



Office of the Mayor

WHEREAS, the men and women of law enforcement in the City of Appleton dedicate their lives to upholding the principles of justice, protecting our citizens, and ensuring the safety of our community; and

WHEREAS, these individuals demonstrate unwavering courage, professionalism, and selflessness in the face of danger, often risking their own lives to safeguard the lives of others; and

WHEREAS, the City of Appleton recognizes the sacrifices made by our law enforcement officers and their families, acknowledging the challenges they face daily in the pursuit of maintaining peace and order; and

WHEREAS, Police Week provides an opportunity to express gratitude for the dedication and service of our law enforcement personnel, honoring their commitment to duty and the preservation of public safety; and

WHEREAS, during this week, we pay tribute to those officers who have made the ultimate sacrifice in the line of duty, remembering their valor, and honoring their memory.

NOW, THEREFORE, BE IT RESOLVED, THAT I, JACOB A. WOODFORD, Mayor of the City of Appleton, do hereby proclaim May 12-18, 2024, as

Police Week

in Appleton and encourage citizens to join in expressing appreciation for the invaluable contributions of our law enforcement officers, recognizing their vital role in preserving the peace and security of our community.



Signed and sealed this 6th day of May 2024.

JACOB A. WOODFORD
MAYOR OF APPLETON



CITY OF APPLETON

Date: May 15, 2024
To: Members of the Common Council
From: Mayor Jacob A. Woodford *JAW*
Subject: Confirmation of Appointments

It is with pleasure that I present the following recommendations for your confirmation at the May 15, 2024, Common Council meeting.

Advisory Panel on Sustainability and Climate Resilience – Appointment

John Adams

Term Ends December 2025

John holds a graduate degree in Environmental Chemistry Studies and Masters in Material Sciences Engineering. In his current role as a chemical and materials scientist at Chempharama Consulting, he develops strategies that are practical and based on recognized methods for achieving sustainability, green chemistry goals and for providing risk adverse solutions to chemical process management for global manufacturing brands. He is interested in applying his environmental sustainability and technical scientific experience to give back to the community and help the Appleton become a recognized sustainable city.

Tanner Van Stippen

Term Ends December 2024

Tanner holds a degree in Sustainability and Renewable Energy Systems from UW-Platteville. Following school, he was part of Focus on Energy where he helped process rebates for homeowners in Wisconsin. He also has experience installing solar panels with Appleton Solar. Tanner currently works as an electrician at Pierce with the hopes to become a sustainability leader at the company. He aims to utilize his expertise in analyzing the city's energy consumption data and addressing sources of energy usage and expenditure. His fascination with the sustainability sector drives him to continually explore technologies and techniques, seeking to apply them to fulfill our community's needs.



Resolution#11-R-23

On-Street Overnight Parking Resolution

Submitted By: *Aldersperson Siebers – District 1*

Date: *October 18, 2023*

Referred To: *Municipal Services Committee*

Whereas, City ordinance prohibits on street parking between the hours of 2am and 5am, unless given special permission, and

Whereas, as the number of cars have multiplied over the years, leading to multi-car households, overnight parking has become a greater problem, especially in older neighborhoods where off-street parking is more limited, and

Whereas, large historic houses in central neighborhoods have been converted into apartment complexes and often do not provide adequate off-street parking, and

Whereas, the City's overnight on-street parking ordinance is not enforced consistently, thereby no longer deterring people from parking on the street during 2am and 5am,

Therefore be it resolved,

The City of Appleton follow the example of other cities in Wisconsin and allow overnight on-street parking with a monthly permit.



DEPARTMENT OF PUBLIC WORKS

100 North Appleton Street

Appleton, WI 54911

TEL (920) 832-6474

FAX (920) 832-6489

MEMO

To: Municipal Services Committee
From: Danielle Block, P.E. Director of Public Works
Appleton Police Department
Date: December 6, 2023
Re: On-Street Overnight Parking Resolution #11-R-23

The Department of Public Works (DPW) and Appleton Police Department (APD) have reviewed Resolution #11-R-23, a resolution to establish an on-street overnight parking program by permit.

Current City Municipal Code Section 19-93 restricts on-street parking from 2am to 5am, unless given permission by APD. This overnight parking request process allows for a registered vehicle to request on-street overnight parking permission up to seven days per month. There is no fee associated with the overnight parking request process.

Staff offer the following points to consider while discussing the feasibility of allowing on-street overnight parking by permit. Below these points are implications of implementing an overnight parking program that need to be considered.

• General Rules:

- On-street overnight parking would be in effect for the entire year, every day of the week, unless during a snow emergency. During a snow emergency there shall be no parking on any city street (Class III). A detailed review of the City’s Snow Emergency Classifications would need to be completed.
- On-street overnight parking would be restricted to alternate sides.
- The on-street overnight alternate side parking regulations would not replace more restrictive parking regulations. *Example:* Parking in posted “No Parking” zones, within 4 feet of a driveway, within 15 feet of a crosswalk or within 10 feet of a fire hydrant are never allowed.
 - See the attached maps illustrating routes where there are existing parking restrictions.
- Alternate side parking (overnight):
 - In effect 2am to 5am on most city streets.
 - On odd-numbered days, vehicles may park, stop or be left standing only on the side of a street having odd-numbered addresses.
 - On even-numbered days, vehicles may park, stop or be left standing only on the side of the street having even-numbered addresses.
 - All overnight parking requirements shall apply to the corresponding calendar date as of 2am. *Example:* if it is 9:00 pm on April 21, and you want to park on the street overnight, you would park on the side with the addresses that are even-numbered because April 22 is the date that the 2 am to 5am parking regulations will be in effect.
 - Alternate side parking would prompt turnover of parked cars.

- This rule would assist with ease of enforcement.
- This rule would also allow for street operations to continue or to be scheduled on half the road– sweeping and leaf collection.

• **Boundary:**

- Streets within the City limits.
- All streets would be available, with the following exceptions:
 - Metered stalls.
 - Stalls or areas within more restrictive parking regulations (i.e., no parking, 2-hour parking, etc.).
 - Again, see the attached maps for citywide parking restrictions.

- **Permit** – there are several implications related to operating and maintaining an on-street overnight parking permit program. Offering on-street overnight parking by permit only could result in fewer vehicles parked on-street overnight than if no permit were required. Those that have a need for additional parking could take advantage of the on-street overnight parking permit program. Those that do not need the additional parking space would have incentive to use private off-street parking options, avoiding permit fees.

Reducing the number of vehicles along the roadway allows for more effective and efficient City operations related to street sweeping, snow plowing, etc. It will assist with preserving the available parking spaces for those that need additional space not accommodated through off-street/private options.

Potential implications of requiring a permit to park overnight:

- The system would offer a direct point of contact with the vehicle owner.
 - Communication during snow emergencies, etc.
 - Ability to have communication during enforcement.
- A permitting system could potentially create barriers – financially and the process itself to obtain a permit.
- Requiring a permit would limit or reduce the number of vehicles parked on the street.
- There is a level of staffing to administer a permit program. Once more details of a permit system are defined, staffing levels must be evaluated.
- Price Structure:
 - A pricing structure has not yet been determined.
 - Price needs to be verified through a cost analysis. Once a determination on the permit administration and enforcement staffing levels is made, the pricing structure can be verified.
 - The ability of the Parking Utility to offset operating costs associated with the program will need to be estimated.
 - A community and market rate comparison should also be completed.
 - City public parking ramps offer monthly parking permits for \$40/month. The administrative and operational procedures currently established by the Parking Utility and DPW Operations currently support vehicles parked overnight within the ramps. Greater (or continued exclusive) use of off-street parking options (such as the ramps) in lieu of on-street parking would reduce or eliminate significant cost impacts to DPW.
- Qualifications:
 - No outstanding parking tickets.
 - Valid driver license.

- Vehicle is operable and registered.
- RVs are restricted.
- Trailers of any type shall not be parked overnight on any street unless:
 - The trailer is attached to a permitted motor vehicle.
- Open to residents and non-residents.
- Placard/Tag – consideration should be given to the requirement of a visible placard or tag. In the absence of a tag or visual indication, a permitting software will need to be readily accessible to the enforcement staff.
 - Valid only when visible and properly displayed.
 - Valid for a certain duration – i.e., one month. The card color/appearance would have to be varied.

• **Administration Staffing**

- In order to implement an on-street permit parking program, the Parking Utility would likely need additional staffing. Duties to be completed are: administration of the permits, management of the software program and modifications/recommendations to parking policies and procedures.
- In order to minimize the staffing burden, consideration should be given to expanding existing software tools or exploring new software tools to streamline data management payment processing. The City’s existing parking software PassPort offers several permit features to manage both on-street and ramp parking permits.

• **Enforcement Staffing**

- Calls related to parking violations would likely increase. A strict enforcement program to promptly cite or tow is critical to keeping City operations on schedule. Additional staffing is needed.
- In order to enforce an on-street permit parking program, the APD or Parking Utility would need additional staffing. Duties to be completed are: enforcement during the hours of 2am to 5am and the completion of citation paperwork and appeals review during the hours outside of 2am to 5am.
- In order to minimize the staffing burden, consideration should be given to expanding existing software tools or exploring new software tools to more efficiently and effectively enforce the overnight parking regulations. For example, PassPort offers an enforcement feature within the existing software to track and recognize license plates authorized within the permit system. It is possible that this software could manage both on-street parking and ramp parking.


• **Operational Impacts** – there are several areas of DPW operations that would be impacted by the introduction of on-street overnight parking. These operations would likely occur at longer intervals. There may also be a reduction in the level of service experienced by the public. For example, snow and ice may accumulate and will become packed down in parking lanes.

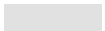
- Street Sweeping
- Leaf Collection
- Snow and Ice
 - See attached photo examples of overnight parking implications.
- Refuse
- Signage
 - Existing 2am – 5am no parking signs at the entrances to the City will need to be changed.
 - Additional or modified signage to indicate alternate sign permit only overnight parking to be added.

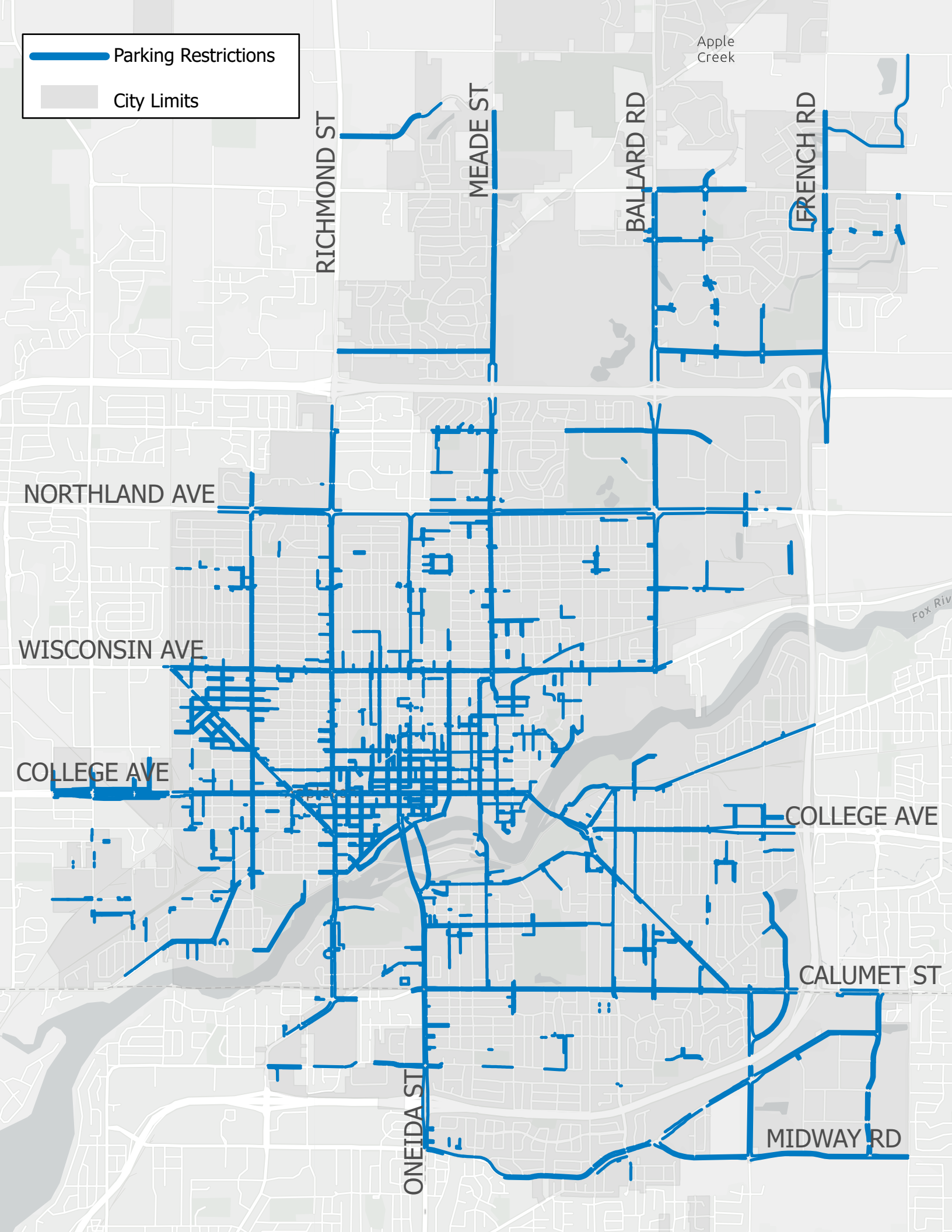
- **Engineering Impacts**

- Development of a Complete Streets Policy and Design Guide is in progress. The Policy and Design Guide will provide tools to support roadway designs for parking on both sides of the street where high on-street parking need is objectively identified, as well as tools to support limiting on-street parking to one side of the street in other instances.
 - The effort to present, discuss and adopt the revised Complete Streets Policy and Design Guide should be concluded within the first quarter of 2024.

Recognizing the implications listed above, staff is requesting additional guidance from the Municipal Services Committee. Staff recommends the item be held until further analysis can be completed based on Committee input.

 Parking Restrictions

 City Limits



Apple Creek

RICHMOND ST

MEADE ST

BALLARD RD

FRENCH RD

NORTHLAND AVE

WISCONSIN AVE

COLLEGE AVE

COLLEGE AVE

CALUMET ST

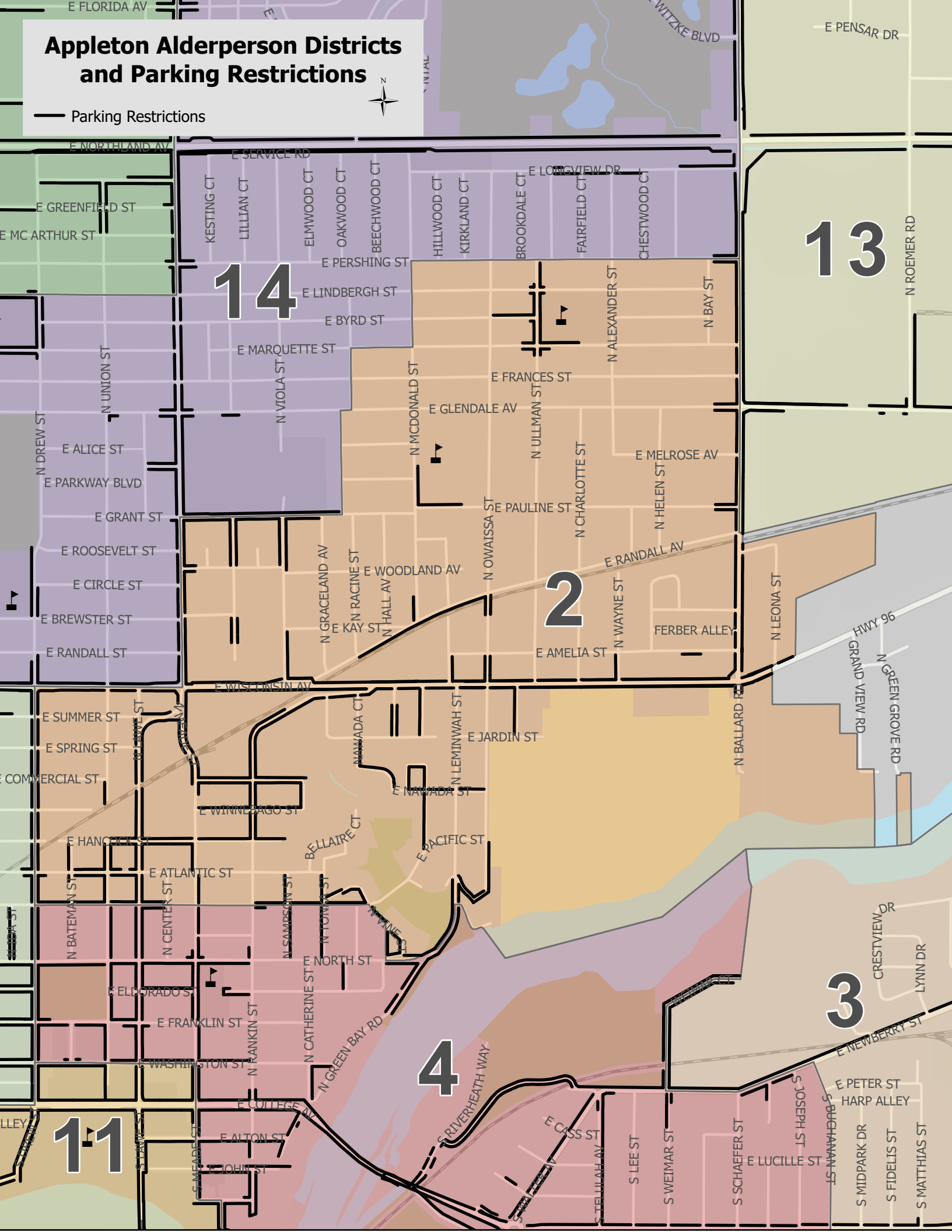
ONEIDA ST

MIDWAY RD

Fox Riv

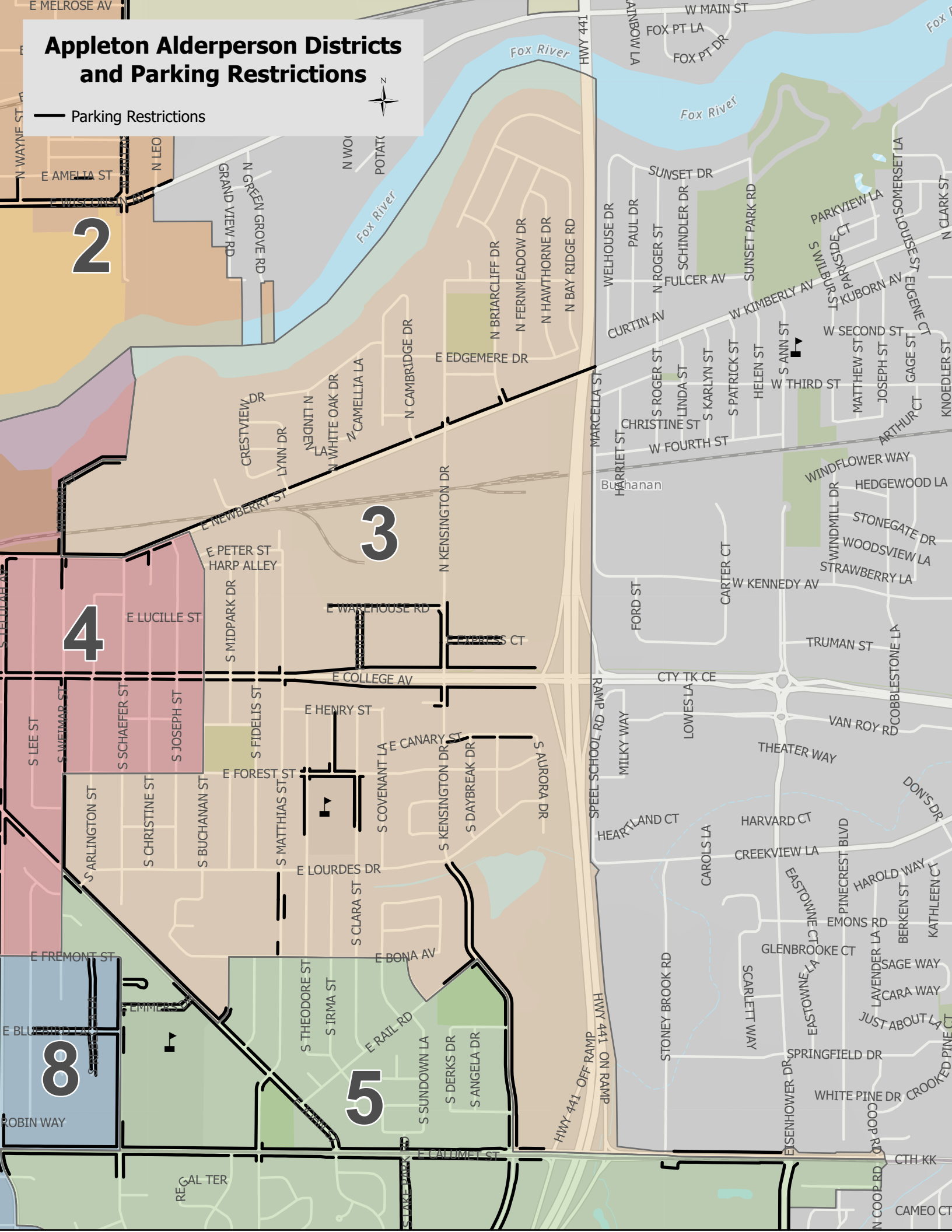
Appleton Alderperson Districts and Parking Restrictions

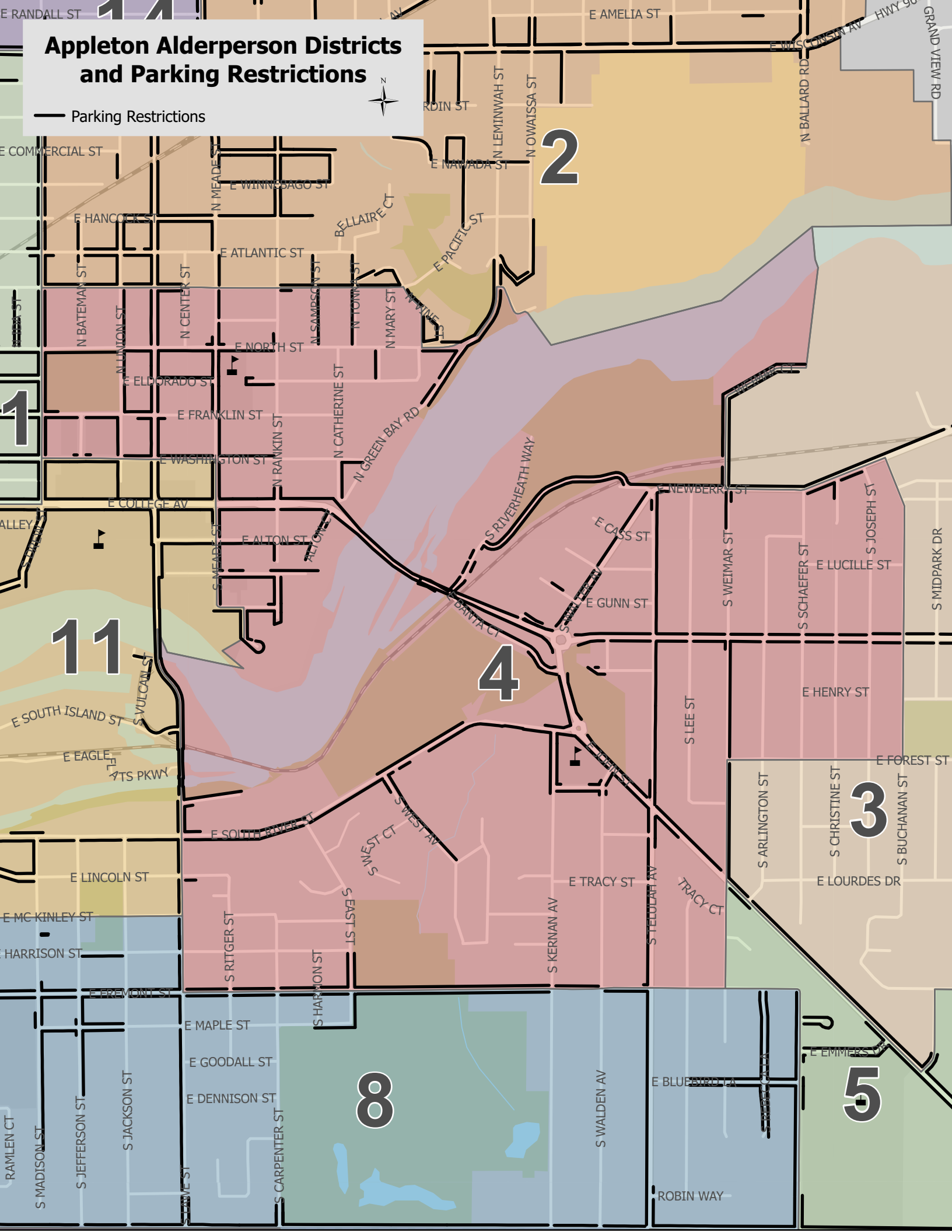
Parking Restrictions



Appleton Alderperson Districts and Parking Restrictions

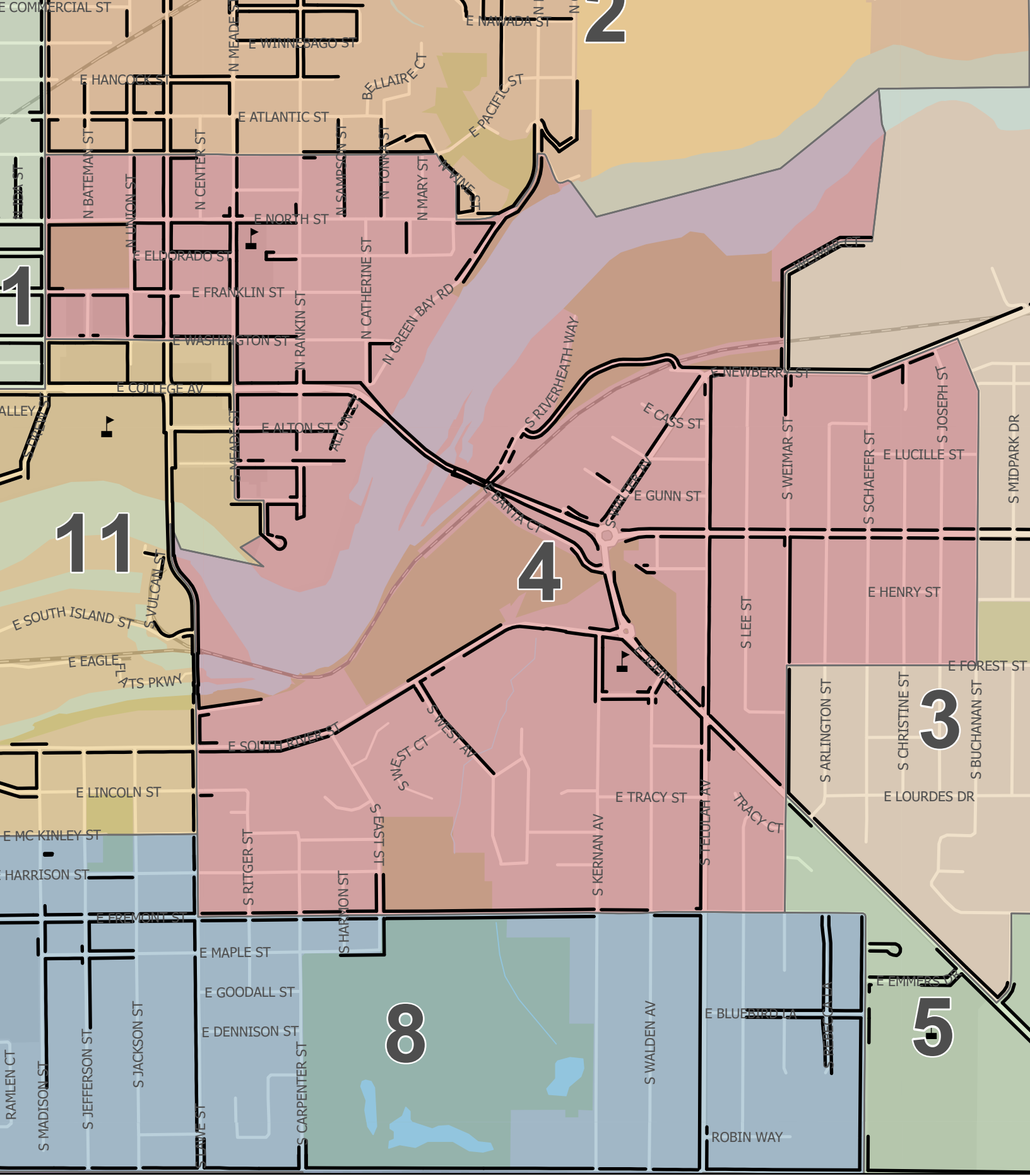
— Parking Restrictions





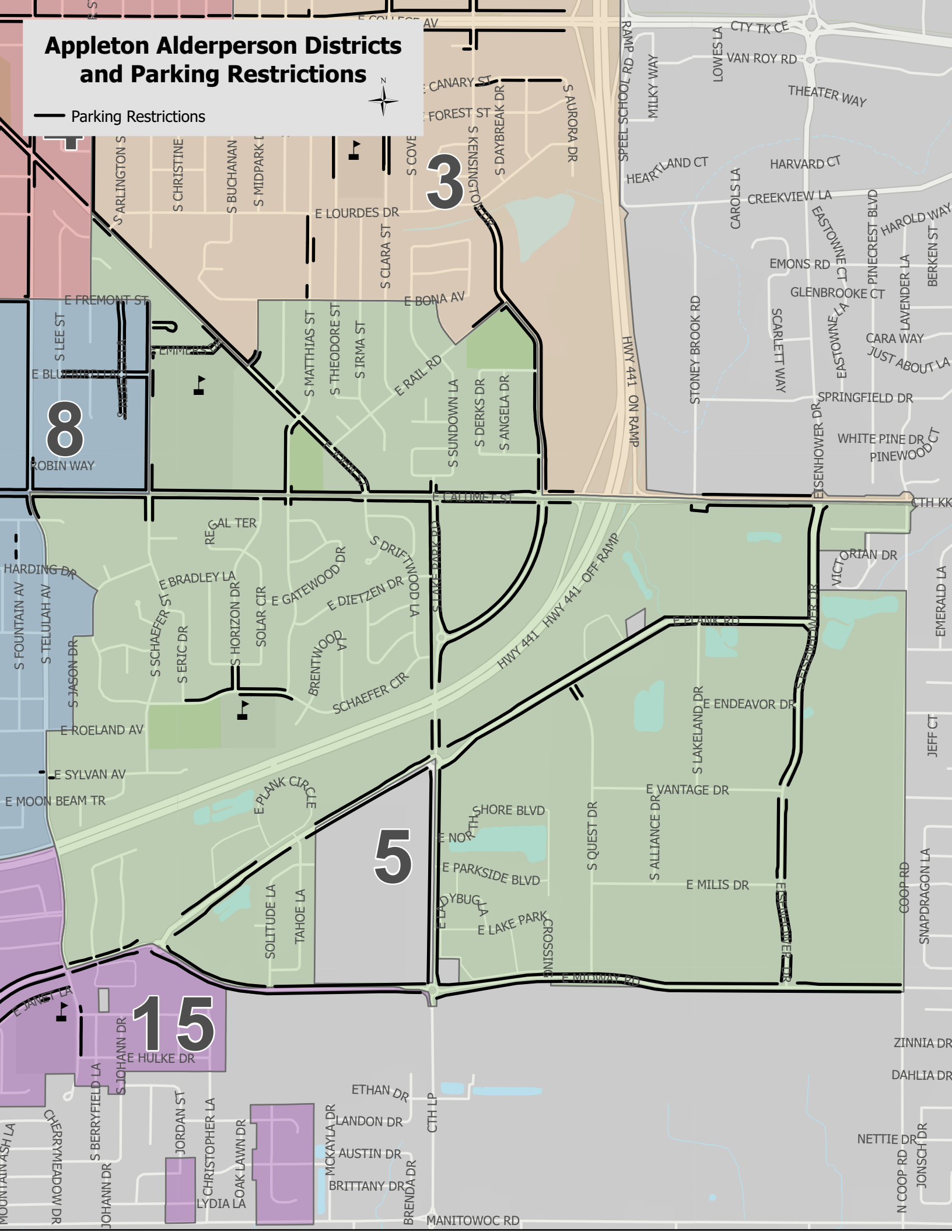
Appleton Alderperson Districts and Parking Restrictions

— Parking Restrictions



Appleton Alderperson Districts and Parking Restrictions

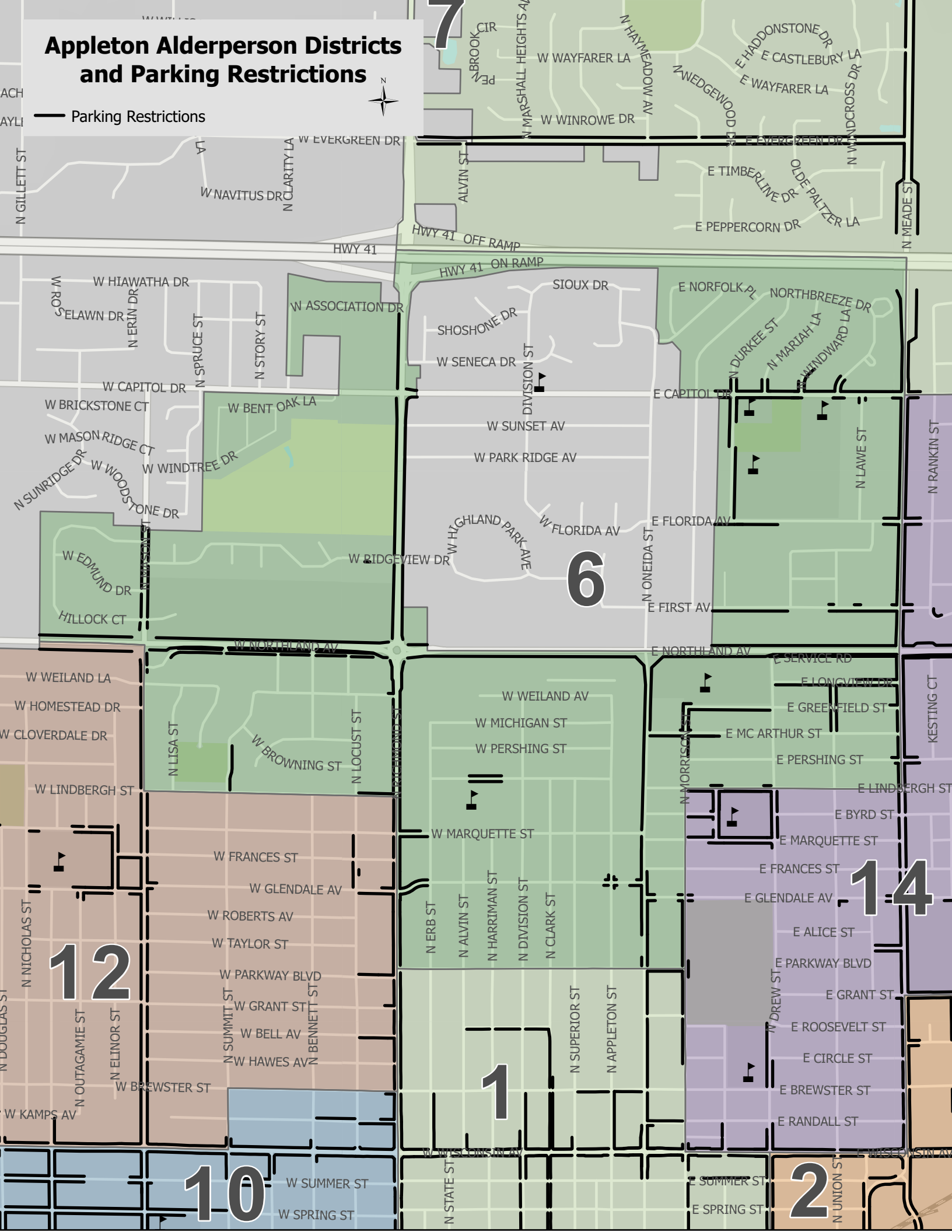
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Appleton Alderperson Districts and Parking Restrictions



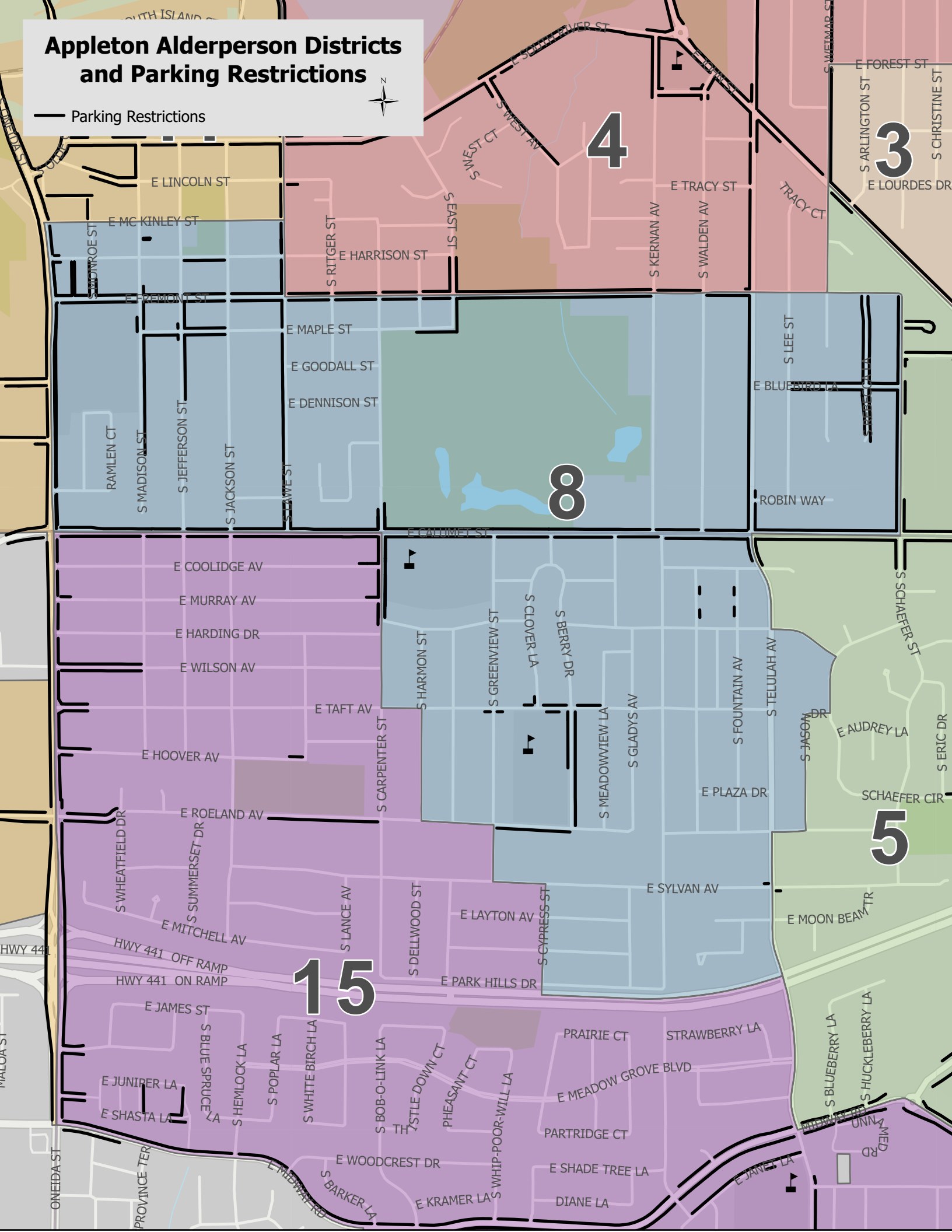
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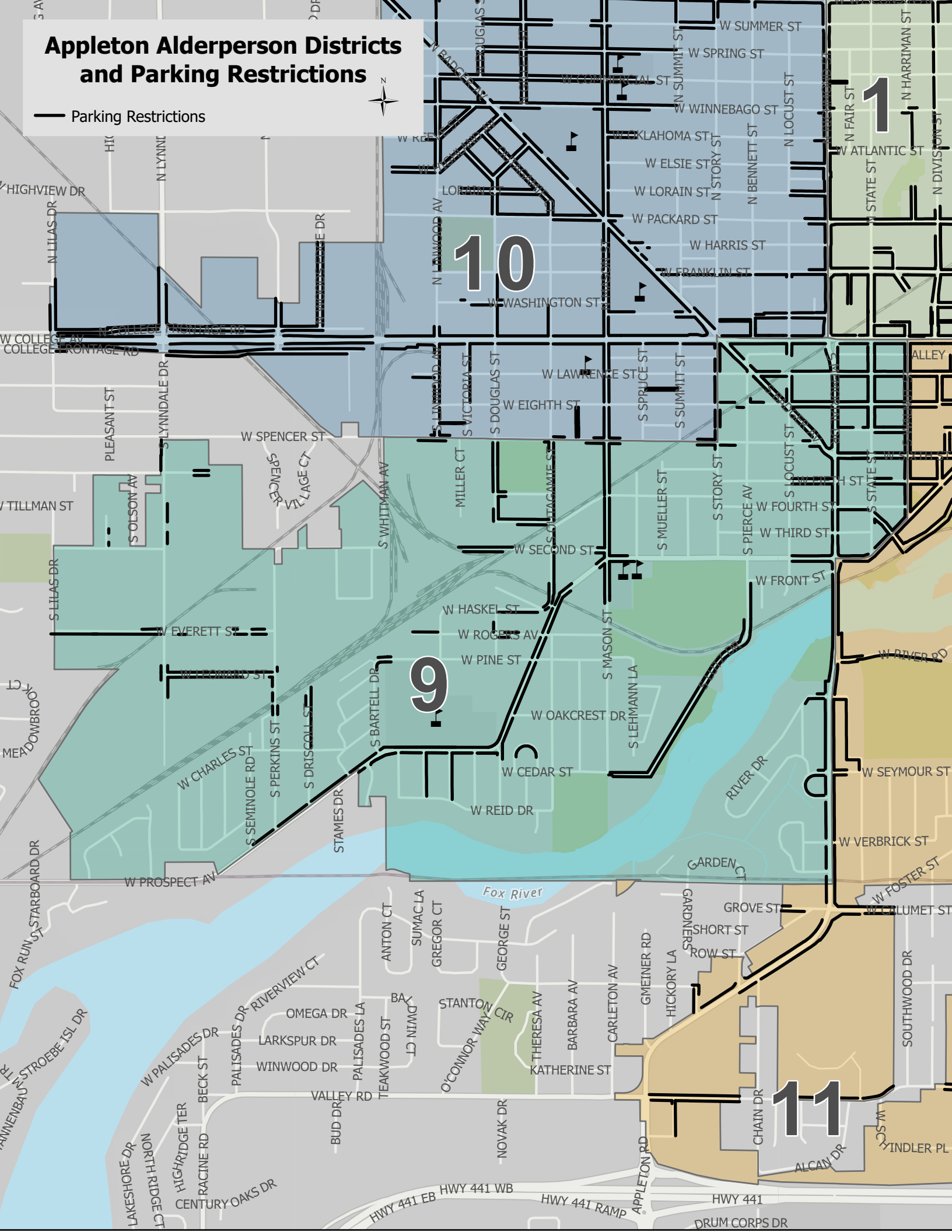


— Parking Restrictions



Appleton Alderperson Districts and Parking Restrictions

— Parking Restrictions



Appleton Alderperson Districts and Parking Restrictions

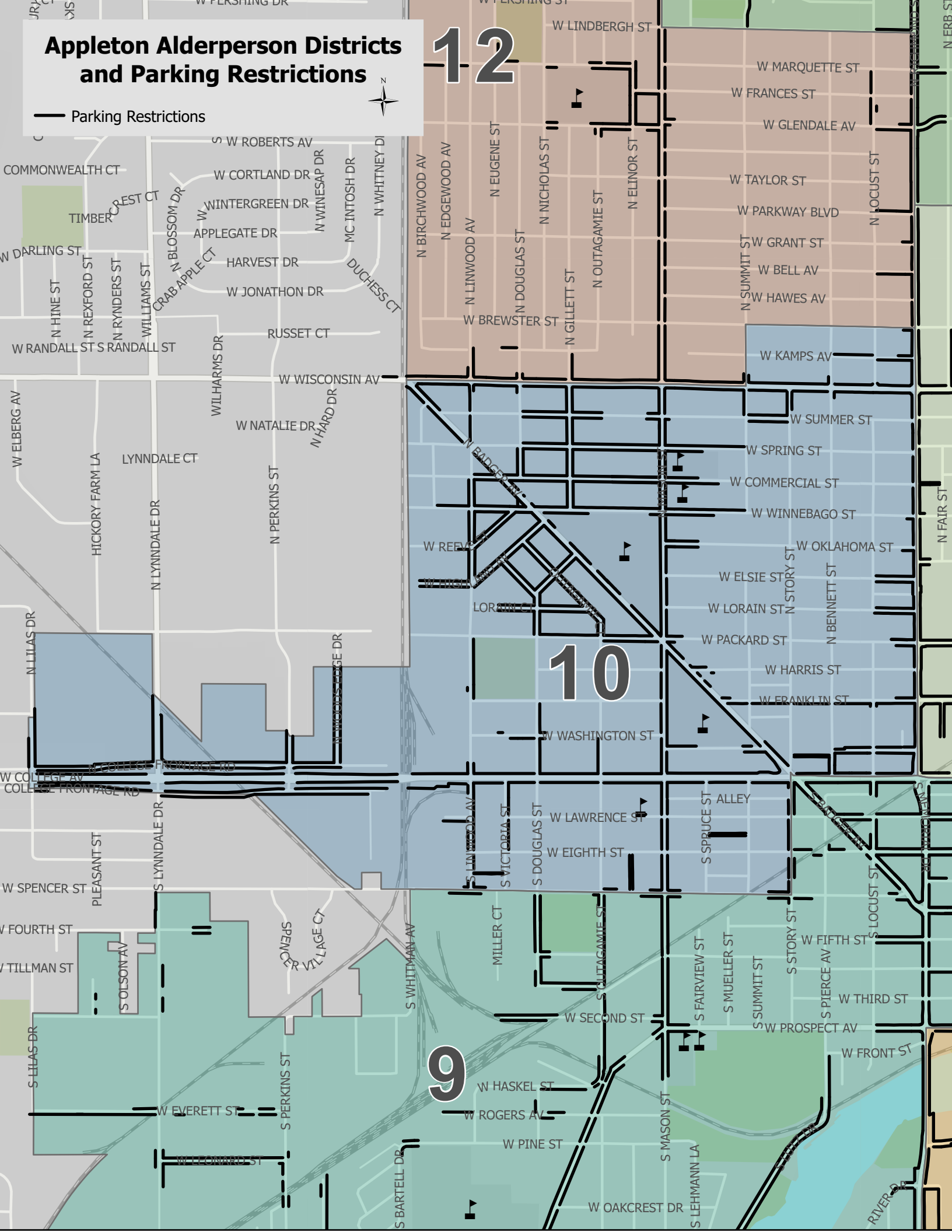
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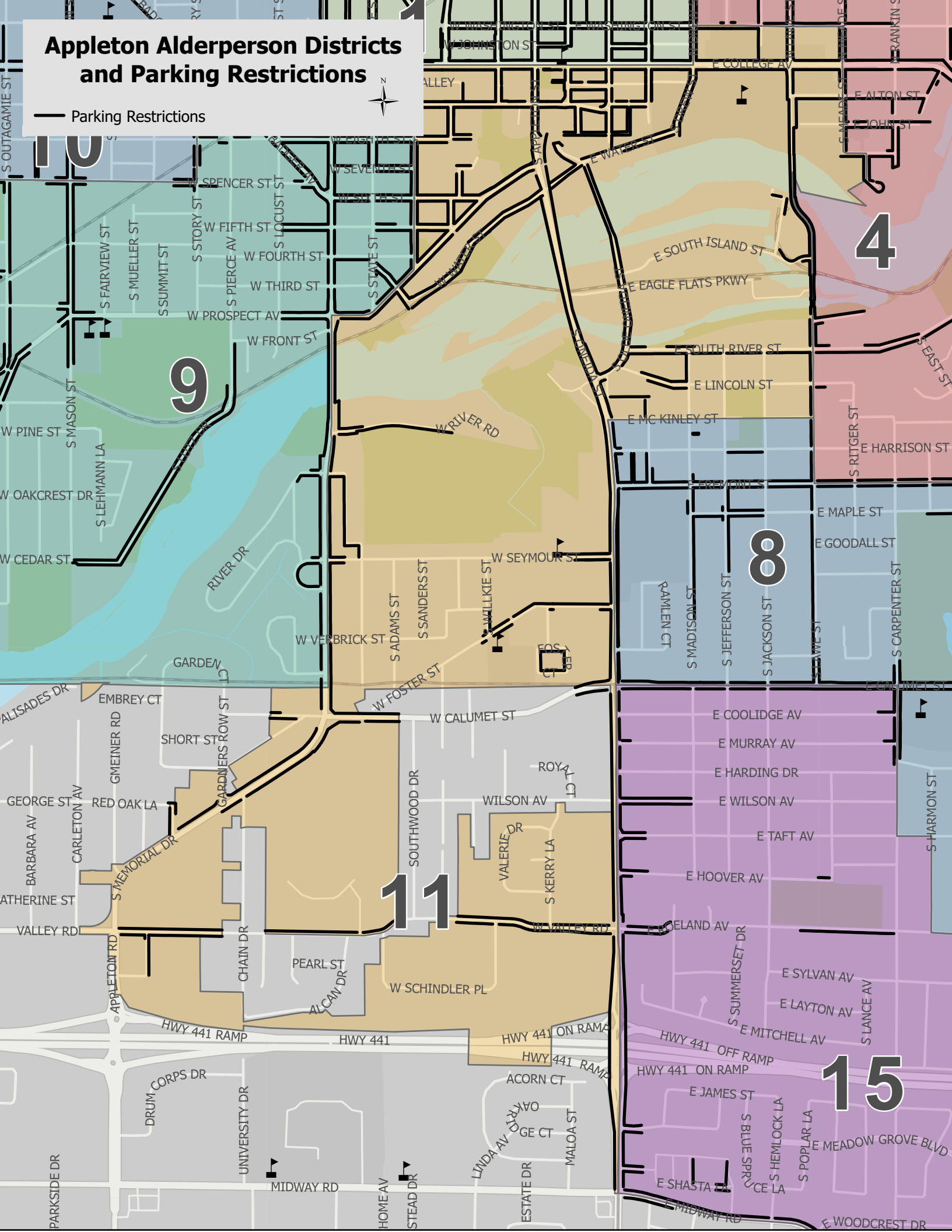
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Appleton Alderperson Districts and Parking Restrictions



— Parking Restrictions



Appleton Alderperson Districts and Parking Restrictions

— Parking Restrictions



W NORTHLAND AV

W WEILAND LA

W HOMESTEAD DR

W CLOVERDALE DR

W PERSHING ST

W LINDBERGH ST

W SERVICE RD

SERVICE RD

N DAVID ST

W WEILAND AV

N LAURIE ST

W WHITTIER DR

W BROWNING ST

N LISA ST

N RICHMOND ST

W MARQUETTE ST

W FRANCES ST

W GLENDALE AV

W ROBERTS AV

W TAYLOR ST

W PARKWAY BLVD

W GRANT ST

W BELL AV

W HAWES AV

W BREWSTER ST

W KAMPS AV

W WISCONSIN AV

W SUMMER ST

W SPRING ST

W COMMERCIAL ST

N BIRCHWOOD AV

N EDGEWOOD AV

N LINWOOD AV

N EUGENE ST

N DOUGLAS ST

N GILLETT ST

N NICHOLAS ST

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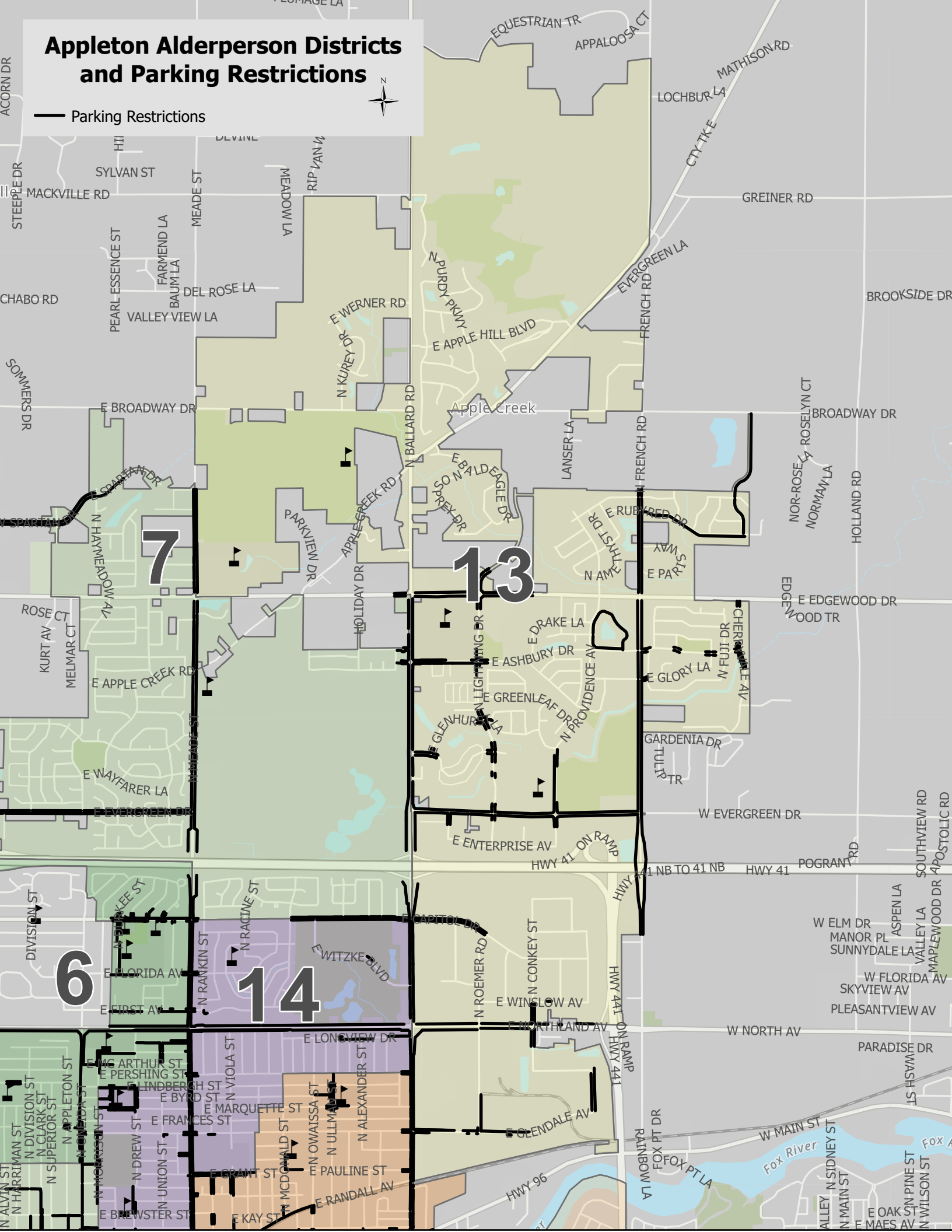
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Appleton Alderperson Districts and Parking Restrictions



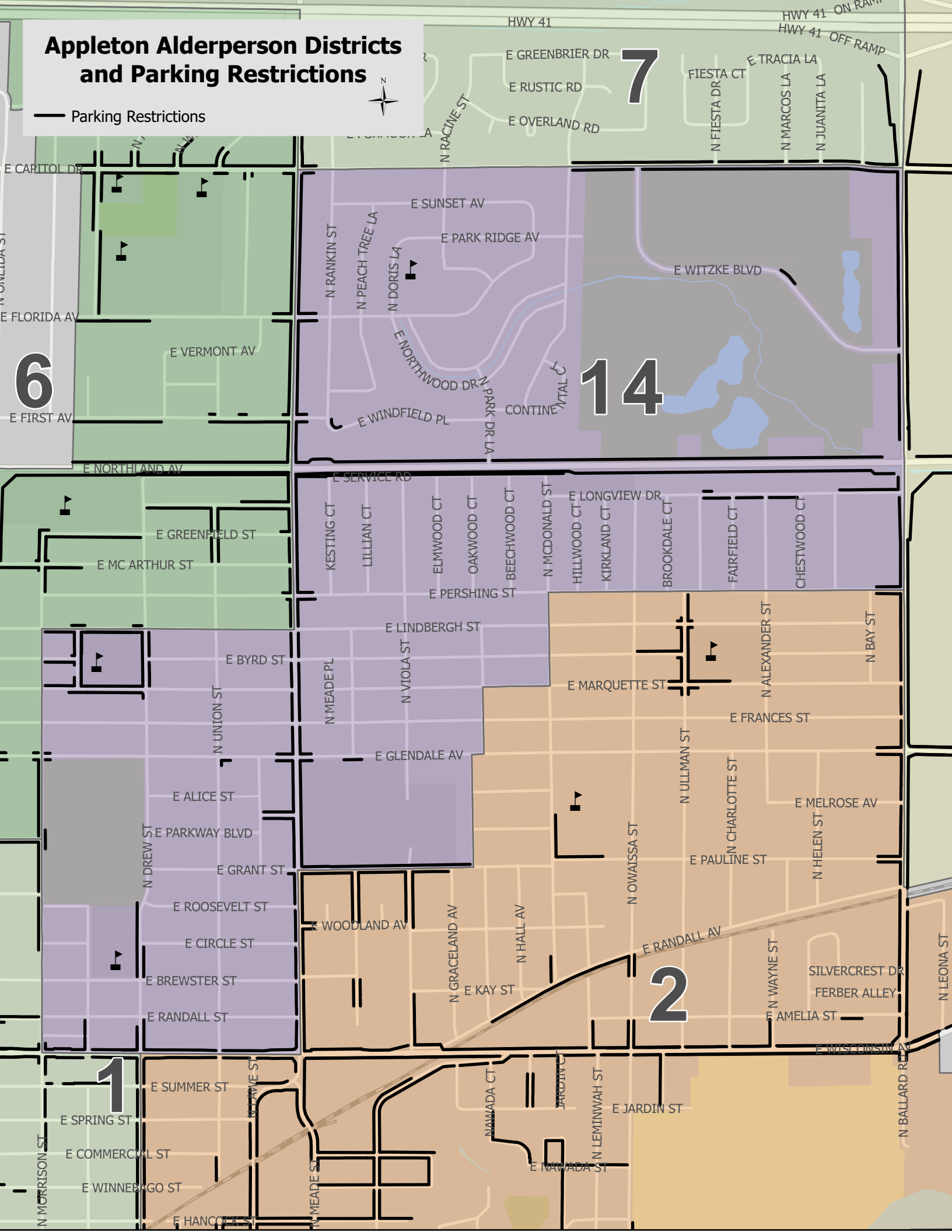
— Parking Restrictions



Appleton Alderperson Districts and Parking Restrictions



— Parking Restrictions





E/W Side Street. Cars parked entire length during event



E/W Side Street. No cars parked during event

N/S Side Street. 2 Parked cars during event



Example from another community – on-street overnight parking during a significant snow event.





DEPARTMENT OF PUBLIC WORKS
 100 North Appleton Street
 Appleton, WI 54911
 TEL (920) 832-6474
 FAX (920) 832-6489

MEMO

To: Municipal Services Committee
From: Danielle Block, P.E. Director of Public Works
Date: March 1, 2024
Re: **Additional Information** On-Street Overnight Parking Resolution #11-R-23

Executive Summary

The Department of Public Works (DPW) has significant concerns with the On-Street Overnight Parking Resolution as proposed. The implementation of overnight parking presents significant regulatory, enforcement and operational challenges, that at present we have no way of remedying.

DPW Staff Analysis

The Department of Public Works (DPW) continued to refine and analyze the overnight parking feedback provided by the Municipal Services Committee on December 11, 2023.

A survey of neighboring communities was conducted. Results are shown below:

	<u>Winter Parking Allowed 24/7</u>	<u>Winter Rules</u>	<u>Summer Rules</u>
Neenah	No	No overnight parking allowed	Even/odd April through October. No overnight in downtown.
Menasha	No	No parking 2A-6A November through March	Even/odd April through October
Oshkosh	No	No parking 2A-5A year-round	No parking 2A-5A year-round
Grand Chute	No	No parking 2A-6A November through March	No restrictions
Little Chute	No	No parking 2A-6A December through March	No restrictions
Fond du Lac	Yes	Even/odd year-round	Even/odd year-round
Green Bay	No	No parking 3A-5A year-round	No parking 3A-5A year-round
Kimberly	No	No parking 2A-6A December through April	No restrictions
Kaukauna	No	No parking 2A-6A December through March	No restrictions
Eau Claire	Yes	Even/odd all year 12A to 7A	Even/odd all year 12A to 7A

• Operations:

- Street Sweeping
 - DPW prefers no change to parking restrictions during the summer months (April – October). However, accommodating restricted overnight parking in the form of Even/Odd Parking is possible.
 - As part of the City of Appleton Municipal Separate Storm Sewer System Permit (MS4) the City provides the Wisconsin Department of Natural Resources (DNR) with an annual report on its required street sweeping program. MS4 permits require municipalities to reduce polluted stormwater runoff by implementing storm water

management programs with best management practices. The City's permit requires continuous positive progress toward meeting its pollutant reduction standards. <https://dnr.wisconsin.gov/topic/Stormwater/municipal>

- The City's current MS4 permit/report includes discussion and calculations regarding the efficiency and effectiveness of our street sweeping program. As part of this program, parking restrictions play a major role in the removal of sediment and debris through street sweeping.
- Current street sweeping practices provide a credit of 314 tons of Total Suspended Solids (TSS) and 1,222 pounds of Total Phosphorus (TP) annually. For comparison, a large wet pond (Kensington Pond) provides reductions of 186 tons of TSS and 438 pounds of TP annually.
- Overnight parking without restriction would have a major negative impact on the City's stormwater management plan and MS4 permit requirements. Under the MS4 permit, the City cannot backslide on any benchmarks related to stormwater management. Allowing for unrestricted overnight parking for part or all of the year would constitute a backslide in stormwater management by reducing reported TSS and TP reductions and has the potential to be costly. These costs would be tied to a Citywide stormwater plan update and the need to provide replacement management practices to offset losses in TSS and TP reductions.
- Snow Plowing
 - DPW does not support any adjustments to the overnight parking regulations for the Winter months (November – March). The main reasons for this are related to the effectiveness of snow removal and safety of the operators and equipment used to control snow and ice on City roadways.

Potential Option: Even/Odd Overnight Parking

• **Summer Rules (April – October):**

- Even/Odd Parking: on-street overnight parking (2a – 5a) restricted to alternate sides.
- The on-street overnight even/odd parking regulations would not replace more restrictive parking regulations.
 - *Example:* Parking in posted “No Parking” zones, within 4 feet of a driveway, within 15 feet of a crosswalk or within 10 feet of a fire hydrant are never allowed.
- Even/Odd Parking (overnight):
 - In effect 2am to 5am.
 - On odd-numbered days, vehicles may park, stop or be left standing only on the side of a street having odd-numbered addresses.
 - On even-numbered days, vehicles may park, stop or be left standing only on the side of the street having even-numbered addresses.
 - All overnight parking requirements shall apply to the corresponding calendar date as of 2am. *Example:* if it is 9:00 pm on April 21, and you want to park on the street overnight, you would park on the side with the addresses that are even-numbered because April 22 is the date that the 2 am to 5am parking regulations will be in effect.

• **Winter Rules (November – March):**

- Unless specifically posted otherwise, parking is **not** permitted overnight for all streets from November 1 to March 31.
-

• **Boundary:**

- All streets within the City limits.
 - DPW staff does not recommend a pilot boundary or geofenced area of the City to offer varying parking restrictions.

- **Signing:**

- All major entrances to the City are required to be posted with overnight parking restrictions per the State Statutes.
- All signs would need to be updated if a modification to overnight parking is made.

Enforcement

- **Staffing:**

- Current Parking Utility staffing levels are not sufficient to enforce overnight parking regulations. Currently, enforcement of overnight parking regulations is conducted by Appleton Police Department (APD) Community Service Officers.
- From January 1, 2024 through March 4, 2024, APD issued 792 parking citations between the hours of 2am and 5am (an average of 365 overnight parking citations per month).
- To increase enforcement of the potential Even/Odd Parking Restrictions, the Parking Utility would be required to add staff to provide enforcement beyond that currently provided by APD.
- With sufficient staffing, the Parking Utility enforcement vehicle could be used by the Utility for overnight enforcement, however, the ticketing software it uses does not interface with APD's database of Overnight Parking Permission Registrations. Such lookups would need to be done manually.

Recognizing the implications listed above, DPW does not recommend approval of Resolution #11-R-23 without addressing the concerns outlined in this memo.



DEPARTMENT OF
**PUBLIC
WORKS**

MEMORANDUM

Date: March 28, 2024
To: Municipal Services Committee
From: Danielle Block, P.E. Director of Public Works
Subject: Additional Information On-Street Overnight Parking

As a review, the current discussion of a potential on-street overnight parking program consists of:

- Summer (April – October) – even/odd on-street overnight parking (2am – 5am)
- Winter (November – March) – overnight parking not permitted

To properly enforce and manage the potential on-street overnight parking program the following conditions need to be met:

- **Street Sweeping:**
 - To maintain the effectiveness of the City's Street Sweeping program, overnight parking regulations must be strictly enforced.
 - The scheduling and mapping of street sweeping routes will require modification based on the above actively enforced overnight parking modification.
 - The street sweeping program will require adjustment to ensure that there is no decrease in the level of sediment removal, as this would adversely affect the stormwater quality and our performance under the MS4Permit.
 - Staff anticipates a loss of efficiency in sweeping across the City. To meet the WDNR required 3-week sweeping rotation in neighborhoods that do not drain directly to a pond, resources will need to be pulled from other neighborhoods. This will extend sweeping cycles in all other neighborhoods from the current 6-week rotation to approximately 8-weeks.
 - As an alternative to extending the rotation schedule, DPW could maintain the current schedule with the additional of one full-time operator (approximately \$90,000) and an additional street sweeper (approximately \$385,000).
- **Parking Utility Overnight Parking Enforcement:**
 - Requires 2 full-time enforcement positions. These positions would cover the overnight hours 7 days per week.
 - Enforcement would be completed via the parking enforcement vehicle.
 - Estimated annual personnel cost = approx. \$165,000.
 - Additional Parking Enforcement Vehicle \$30,000 plus annual costs (fuel, maintenance, etc).

- Complete a request for proposals and enter into a towing contract. In the event operations and the traveling public are impacted by illegally parked vehicles, towing operations will become necessary. Currently, the City does not have a contracted method to remove illegally parked vehicles
- While difficult to quantify, staff does recognize that there will be an increase in administrative burden to manage citations, appeals and invoicing related to the overnight parking program.
- Anticipated revenue related to additional enforcement is estimated at \$108,000 to \$219,000.



PERMIT TO OCCUPY THE PUBLIC RIGHT-OF-WAY

Permit # : 24-027-T extension
Effective Date: 3/7/2024
Expiration Date: 7/01/2024
Non-Refundable Fee: \$40.00
Paid (yes or no): yes/6281-0003

Rev. 10-05-2023

Applicant Information

Name (print): BRYCE BARRONE Company: BOLDT
Address: 2525 N ROEMER RD Telephone: 920-841-4743
APPLETON, WI 54911 E-mail: _____
Applicant Signature: Date: 5/1/2024

Occupancy Information

General Description: SIDEWALK CLOSURE - OCCUPANCY FROM END OF CITY CENTER EAST TO START OF CITY CENTER WEST. TO UPDATE THE FACADE OF THE FOX COMMONS. THIS IS FOR THE NORTH SIDEWALK OF COLLEGE AVE ONLY.
Street Address: 10 E COLLEGE AVE Sidewalk/roadway obstruction requested Y or N
- or -
Multiple Streets: Oneida St and College Ave
Date(s) From: 3/7/2024 To: 7/01/2024 35 days or < 35 days or >
(Requires Committee and Council Approval)

(Department use only)

Occupancy Type

- Permanent - Obstruction (\$40)
- Temporary - Obstruction (\$40)
- Amenity/Annual (\$40)
- Blanket/Annual (\$250)
- Block Party (\$15)

Sub-Type

- Awning
- Dumpster
- Sign
- Obstruction / Other
- POD / Container

Location

- Sidewalk
- Terrace
- Roadway

Additional Requirements

- Plan/Sketch
- Certificate of Insurance
- Bond
- Other : _____

Traffic Control Requirements

N/A
Type of Street: Proposed Traffic Control:
 Arterial/CBD City Manual Page(s) _____
 Collector State Manual Page(s) _____
 Local Other (attach plan)

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

SEE ATTACHED

Snow removal along the sidewalk's detoured path in the parking lane will be Boldt's responsibility.

Approved by: MIKE HARJY Date: 2/8/24

This permit approval is subject to the following conditions:

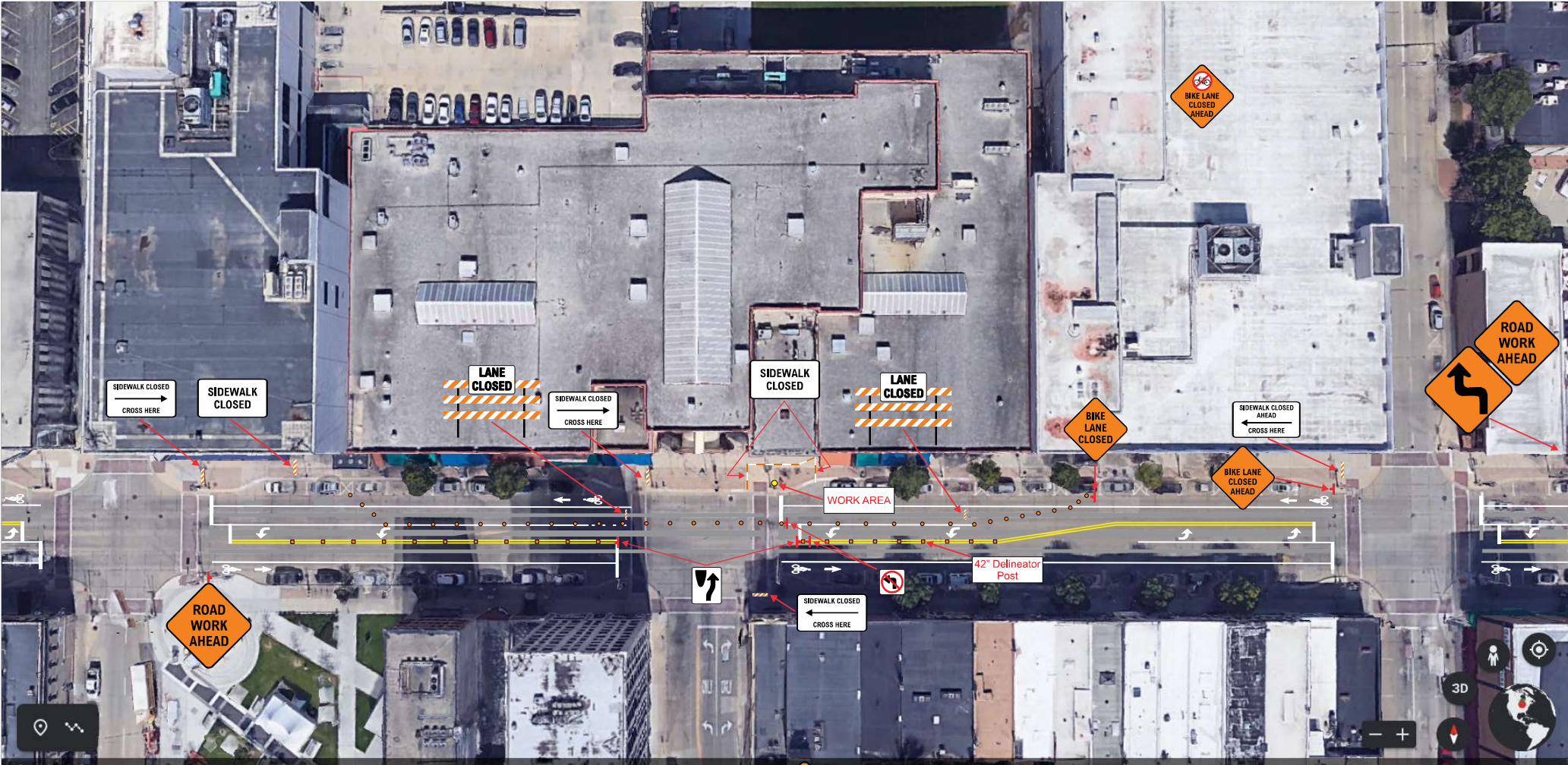
1. Permittee is responsible to obtain any further permits that may be required as part of this occupancy.
2. Permittee shall adhere to any plan(s) that were submitted to the City of Appleton as part of this application.
3. This permit is subject to IMMEDIATE REVOCATION and/or issuance of a MUNICIPAL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

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

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

APPROVED BY: _____
(Department of Public Works)

DATE: _____



Lane closure detail for barrier wall installation and removal.
 Sidewalk relocation with barrier wall and ADA pedestrian barricades to be installed after this work.



Warning Lites
 TRAFFIC SAFETY & SUPPLY
 City of Appleton, Inc.
 1-920-725-0757
 "Safety Is Our Business"
 920-725-0757 www.warningliteswi.com

START DATE & TIME
 DURATION:

GENERAL NOTES:
 THIS TRAFFIC CONTROL PLAN IS FOR INFORMATIONAL PURPOSES ONLY. TRAFFIC CONTROL PLAN IS NOT TO SCALE. WARNING LITES OF APPLETON, INC. ASSUMES NO LIABILITY FOR LAYOUT & SETUP OF ACCEPTED TRAFFIC CONTROL PLAN. THE CITY OF APPLETON DECIDES FINAL APPROVAL OF TRAFFIC CONTROL PLAN. ADVANCED WARNING SIGNS WILL BE MOUNTED ON PORTABLE SUPPORTS. THE EXACT NUMBER, LOCATION, AND SPACING OF ALL SIGNS AND DEVICES, SHALL BE ADJUSTED TO FIT FIELD CONDITIONS AS APPROVED BY THE ENGINEER.

LEGEND

- 🚧 SIGN SYMBOL
- 🟡 CHANNELIZER DRUM
- 🚧 TYPE III BARRICADE
- ➡ DIRECTION OF TRAFFIC
- 🟡 42" DELINEATOR CONE

Owner		CITY OF APPLETON	
Project Name		City Center Plaza	
Project Number		N/A	
Prime Contractor		Traffic Control Contractor	
Boldt Companies		Warning Lites of Appleton, Inc.	
Phone	Sheet Number	Date	
920-725-0757	1	08/06/2023	
Prepared By		Lance G Mauel	



NOTE: ADDITIONAL ADA PEDESTRIAN BARRICADES AND CURB RAMPS MAY BE USED TO OPEN A PATH/GAP TO BUSINESSES THAT NEED ACCESS ALONG COLLEGE AVENUE



Sidewalk relocation with barrier wall and ADA pedestrian barricades

Owner	CITY OF APPLETON		
Project Name	City Center Plaza	Project Number	N/A
Prime Contractor	Boldt Companies	Traffic Control Contractor	Warning Lites of Appleton, Inc.
Phone	920-725-0757	Sheet Number	2
Prepared By	Lance G Mauel		
		Date	08/06/2023



START DATE & TIME

DURATION:

GENERAL NOTES:
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- LEGEND**
- SIGN SYMBOL
 - CHANNELIZER DRUM
 - TYPE III BARRICADE
 - DIRECTION OF TRAFFIC
 - 42" DELINEATOR CONE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/17/2023

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

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

PRODUCER Robertson Ryan - Milwaukee 330 East Kilbourn Avenue, Suite 850 Milwaukee, WI 53202	CONTACT NAME: Shari Smith PHONE (A/C, No, Ext): (414) 221-0362 362 FAX (A/C, No): (414) 271-0196 E-MAIL ADDRESS: ssmith@robertsonryan.com	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : SENTRY INSURANCE COMPANY		24988
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
Boldt Capital LLC
1110 N. Dr. Martin Luther King Jr. Drive, STE 610
Milwaukee, WI 53203

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE		ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS			
	CLAIMS-MADE	OCCUR									
A	<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY	X		A0084899002	7/1/2023	7/1/2024	EACH OCCURRENCE	\$ 1,000,000		
	<input type="checkbox"/>	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000		
	<input type="checkbox"/>							MED EXP (Any one person)	\$ 5,000		
	<input type="checkbox"/>							PERSONAL & ADV INJURY	\$ 1,000,000		
GEN'L AGGREGATE LIMIT APPLIES PER:								GENERAL AGGREGATE	\$ 3,000,000		
POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC								PRODUCTS - COMP/OP AGG	\$ 2,000,000		
OTHER:									\$		
	AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	\$		
	<input type="checkbox"/>	ANY AUTO OWNED AUTOS ONLY						<input type="checkbox"/>	SCHEDULED AUTOS	BODILY INJURY (Per person)	\$
	<input type="checkbox"/>	HIREN AUTOS ONLY						<input type="checkbox"/>	NON-OWNED AUTOS ONLY	BODILY INJURY (Per accident)	\$
	<input type="checkbox"/>							<input type="checkbox"/>		PROPERTY DAMAGE (Per accident)	\$
A	<input checked="" type="checkbox"/>	UMBRELLA LIAB	<input checked="" type="checkbox"/>	OCCUR	A0084899003	7/1/2023	7/1/2024	EACH OCCURRENCE	\$ 10,000,000		
	<input type="checkbox"/>	EXCESS LIAB	<input type="checkbox"/>	CLAIMS-MADE				AGGREGATE	\$ 10,000,000		
	<input type="checkbox"/>	DED <input checked="" type="checkbox"/> RETENTION \$		0					\$		
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							PER STATUTE	OTH-ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N							N/A	E.L. EACH ACCIDENT	\$	
	If yes, describe under DESCRIPTION OF OPERATIONS below								E.L. DISEASE - EA EMPLOYEE	\$	
									E.L. DISEASE - POLICY LIMIT	\$	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: City of Appleton, Wisconsin; Additional Insured/Primary & Non-Contributory: City of Appleton.

CERTIFICATE HOLDER

CANCELLATION

City of Appleton 100 N. Appleton St. Appleton, WI 54911	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---



CITY OF APPLETON

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

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

January 2023 *April 2024*

CITY OF APPLETON DOWNTOWN PARKING & METER BAG POLICY

I. General Information

DOWNTOWN APPLETON PARKING		ON-STREET PARKING STALLS	RED RAMP	GREEN RAMP	YELLOW RAMP	LIBRARY PLAZA LOT
			N/E corner Superior & Lawrence	S/E corner Division & Washington	N/W corner Morrison & Washington	200 block N. Appleton
Allowable Parking Hours		5a.m.-2a.m.	24 hrs/day 7 days/week	24 hrs/day 7 days/week	24 hrs/day 7 days/week (No parking 2-5 a.m. w/o permit)	24 hrs/day 7 days/week (No parking 2-5 a.m. w/o permit)
On-Duty Attendant	<i>Availability</i>	n/a	<i>No</i>	Yes (hours vary)	<i>No</i>	No
	<i>Rates</i>	<i>n/a</i>	<i>n/a</i>	<i>\$10/Vehicle with Event > 1,000 attendees</i>	<i>n/a</i>	<i>No</i>
Parking Meters	Availability	Yes	No	No	No	Yes
	Parking Time Limit	Gray/Yellow : 2 hours (12 hrs n/o Wash. St.) Red : 30 minutes	n/a	n/a	n/a	3 hours (gray) 1 hour (blue) 30 min.(red)
	*Hours of Enforcement	(Mon-Sat.) Gray : 9 a.m.-6 p.m. **Yellow : 8 a.m.-6 p.m.	n/a	n/a	n/a	9 a.m.-6 p.m. (Mon-Sat.)
	Rates	\$1.00/hr.(gray) \$0.50/30 min.(red) \$0.25/hr.(n/o Wash. St.)	n/a	n/a	n/a	\$0.75/hr. (gray/blue) \$0.50/30 min (red)
Pay-On-Exit Machines	Availability	n/a	Yes	Yes	Yes	<i>n/a</i>
	Parking Time Limit	n/a	no time limit			n/a
	*Hours of Enforcement	n/a	24 hours (Mon.-Sat.)	24 hours (Mon.-Sat.)	24 hours (Mon.-Sat.)	n/a
	Rates	n/a	\$3 for 0-4 hours; \$6 for > 4 hours(per day) <i>\$50 Lost Ticket, Required on Exit - Non-Refundable</i>			n/a
Parking Permits / Access Cards	Availability	n/a	Yes (card access)	Yes (card access)	Yes (card access)	<i>n/a</i>
	Parking Time Limit	n/a	no time limit			n/a
	*Hours of Enforcement	n/a	24 hours (Mon.-Sat.)	24 hours (Mon.-Sat.)	24 hours (Mon.-Sat.)	n/a
	Rates	n/a	\$40/month plus tax (unlimited entries/day)	\$40/month plus tax (unlimited entries/day)	\$40/month plus tax (unlimited entries/day)	n/a
	Permit Renewals	<i>n/a</i>	No pro-rated rates during first 7 days of permit renewal period			<i>n/a</i>

* Excluding New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

** Yellow meters are Commercial Truck Loading-Zone-Only from 8:00 a.m. to 3:00 p.m. (Mon.-Fri.)

II. Citations

- A. Expired Meter
 - 1. First and second tickets in calendar year: \$5.00
 - 2. Third through fifth tickets: \$10.00
 - 3. All tickets after fifth: \$50.00
- B. Time Limit or Posted Restricted Parking: \$20.00
- C. Parking too close to hydrant/driveway/intersection: \$20.00
- D. 2 a.m. – 5 a.m.: \$25.00
- E. No Stopping, Standing or Parking and Special Event Restrictions: \$40.00
- F. Handicapped Parking: \$300.00

III. Meter Bags

- A. Types and Typical Uses
 - 1. Standard (red cloth) Meter Bags (sold in full-day increments only; installed and removed by Parking Staff)
 - a. Construction vehicles/dumpsters working at downtown businesses
 - b. Requests from City Departments (tax collection, elections, P&R sign-ups)
 - c. Other special circumstances approved by Committee/Council
 - 2. Standard (blue cloth) Meter Bags (sold in full-day increments only; installs and removed by Parking Staff and the Hilton Appleton Paper Valley Hotel)
 - a. Hotel guest parking for vehicles that cannot access the parking ramps (i.e. trucks, trailers).
 - b. Other special circumstances approved by Committee/Council
 - 3. Temporary (plastic) Meter Bags (sold in half-day or full-day increments, can be installed by various City entities, ADI or event organizers)
 - c. Weekend Farmers Market
 - d. Special Events in the Downtown area
 - e. Various events at the ~~Radisson~~ Hilton Appleton Paper Valley Hotel, Copper Leaf Hotel and Performing Arts Center.
 - f. Specific requests from ADI and downtown businesses
- B. Criteria for Approval
 - 1. Meter bag requests shall be evaluated by the City Engineer or designee and shall only be issued for essential/logistical reasons, not for convenience.
 - 2. Applicants shall seek side street alternatives when possible before requesting meter bags on College Avenue.
 - 3. Unusual or non-typical requests must obtain Committee and Council approval prior to issuance.
- C. Fees
 - 1. Standard Bags: \$9.00/meter/day plus tax, **except Sundays and City recognized Holidays.**
 - 2. Temporary Bags: \$5.00/meter/half-day plus tax, **referenced in Section III, A, 3.**
 - 3. No meter bag fees will be charged for City Sponsored Special Events (Memorial Day Parade, Flag Day Parade, Christmas Parade, Police Week Vehicle Display)
 - 4. Requests for waiver of fees or reduced fees for non-City sponsored events must be approved in advance by Committee/Council.
- D. Enforcement: Unauthorized vehicles parked in reserved/bagged parking stalls are subject to immediate towing without warning.

IV. Pre-Paid Ramp Stickers

- A. Valid from date of purchase through December 31 of same year purchased.
- B. Fee Schedule: \$3.00 (0-4 hours); \$6.00 (> 4 hours, per day), no pro-rated rates.
- C. Deduct tax for tax-exempt customers.

Page 2 of 2



January 2023 *April 2024*

CITY OF APPLETON DOWNTOWN PARKING & METER BAG POLICY

I. General Information

DOWNTOWN APPLETON PARKING		ON-STREET PARKING STALLS	RED RAMP	GREEN RAMP	YELLOW RAMP	LIBRARY PLAZA LOT
			N/E corner Superior & Lawrence	S/E corner Division & Washington	N/W corner Morrison & Washington	200 block N. Appleton
Allowable Parking Hours		5a.m.-2a.m.	24 hrs/day 7 days/week	24 hrs/day 7 days/week	24 hrs/day 7 days/week (No parking 2-5 a.m. w/o permit)	24 hrs/day 7 days/week (No parking 2-5 a.m. w/o permit)
On-Duty Attendant	Availability	n/a	<i>Yes (hours vary)</i>	Yes (hours vary)	<i>Yes (hours vary)</i>	No
	Rates	<i>n/a</i>	<i>\$10/Vehicle with Event > 1,000 attendees</i>	<i>\$10/Vehicle with Event > 1,000 attendees</i>	<i>\$10/Vehicle with Event > 1,000 attendees</i>	<i>No</i>
Parking Meters	Availability	Yes	No	No	No	Yes
	Parking Time Limit	Gray/Yellow : 2 hours (12 hrs n/o Wash. St.) Red : 30 minutes	n/a	n/a	n/a	3 hours (gray) 1 hour (blue) 30 min.(red)
	*Hours of Enforcement	(Mon-Sat.) Gray : 9 a.m.-6 p.m. **Yellow : 8 a.m.-6 p.m.	n/a	n/a	n/a	9 a.m.-6 p.m. (Mon-Sat.)
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Pay-On-Exit Machines	Availability	n/a	Yes	Yes	Yes	<i>n/a</i>
	Parking Time Limit	n/a	no time limit			n/a
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	Rates	n/a	\$3 for 0-4 hours; \$6 for > 4 hours(per day) <i>\$50 Lost Ticket, Required on Exit - Non-Refundable</i>			n/a
Parking Permits / Access Cards	Availability	n/a	Yes (card access)	Yes (card access)	Yes (card access)	<i>n/a</i>
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	*Hours of Enforcement	n/a	24 hours (Mon.-Sat.)	24 hours (Mon.-Sat.)	24 hours (Mon.-Sat.)	n/a
	Rates	n/a	\$40/month plus tax (unlimited entries/day)	\$40/month plus tax (unlimited entries/day)	\$40/month plus tax (unlimited entries/day)	n/a
	Permit Renewals	n/a	No pro-rated rates during first 7 days of permit renewal period			n/a

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 - b. Requests from City Departments (tax collection, elections, P&R sign-ups)
 - c. Other special circumstances approved by Committee/Council
 - 2. *Standard (blue cloth) Meter Bags (sold in full-day increments only; installs and removed by Parking Staff and the Hilton Appleton Paper Valley Hotel)*
 - a. *Hotel guest parking for vehicles that cannot access the parking ramps (i.e. trucks, buses, trailers).*
 - b. *Other special circumstances approved by Committee/Council*
 - 3. Temporary (plastic) Meter Bags (sold in half-day or full-day increments, can be installed by various City entities, ADI or event organizers)
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- A. *Valid from date of purchase through December 31 of same year purchased.*
- B. *Non-refundable.*
- C. Fee Schedule: \$3.00 (0-4 hours); \$6.00 (> 4 hours, *per day*), *no pro-rated rates*
- D. Deduct tax for tax-exempt customers.



CITY OF APPLETON

MEMORANDUM

Date: 4/23/24

To: Municipal Services Committee

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

Subject: Ordinance change for Clearwater Creek 4th Addition (Sweetwater Way)

The 4th addition of the Clearwater Creek subdivision will be constructed this year. This will include the construction of Sweetwater Way east of Haymeadow Avenue.

Because Haymeadow Avenue is functionally classified as a 'Collector' and as a 'Through Street' on the City's official *Arterial/Collector Street Map* and *Through Street List*, all streets intersecting with it must be controlled with stop signs as required in Section 19-41 of the Municipal Code.

To accomplish this, the following ordinance action is required:

1. **Create:** "Install stop signs on Sweetwater Way at Haymeadow Avenue."



CITY OF APPLETON

MEMORANDUM

Date: 4/25/24
To: Municipal Services Committee
From: Eric Lom, P.E., City Traffic Engineer
Subject: Proposed loading zone stalls by the YMCA (200E Lawrence St)
Follow-up to a 6-month evaluation period

Many of the streets in the vicinity of the YMCA were reconstructed in 2023. Prior to this project, the block adjacent to the south side of their building (200 E Lawrence) included eight stalls that were designated as *5-Minute Loading Zone*.

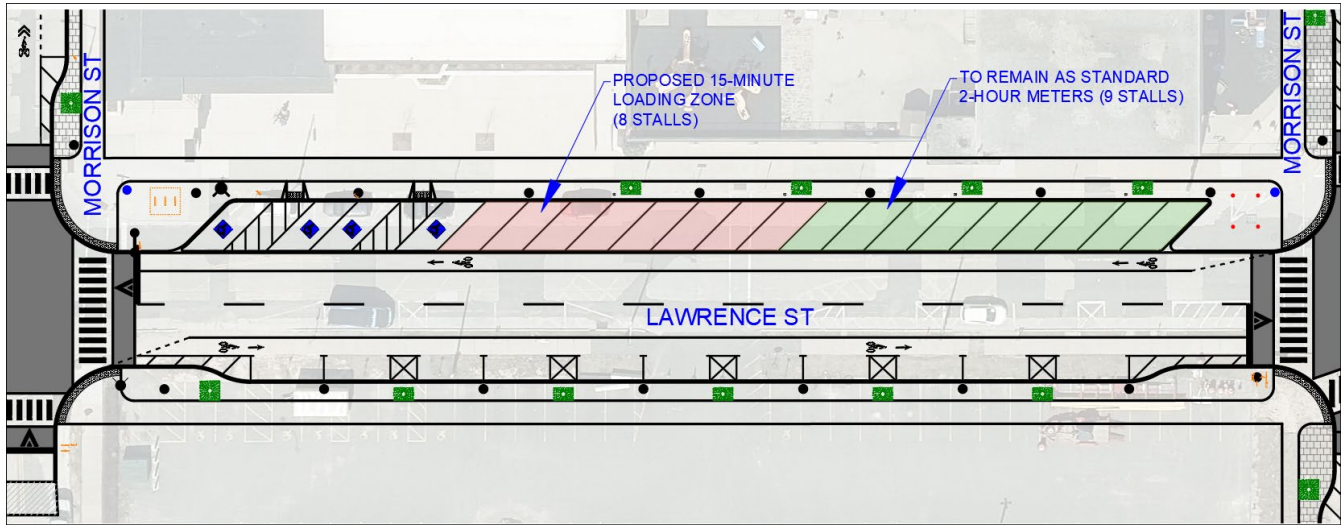
The approved plans for newly constructed 200E block of Lawrence Street did not include any designated loading zone stalls, which was an oversight on the part of the City and the YMCA.

Shortly after the opening of the roadway, this oversight was discovered, and City staff worked with the YMCA to come up with a solution. This resulted in a staff initiated six-month evaluation period to designate eight stalls on the north side of the street as a *15-Minute Loading Zone* (see Figure 1).

With this evaluation period coming to an end, City staff discussed the situation with the YMCA and both parties are satisfied with the arrangement. As such, we recommend making the changes permanent. To accomplish this, the following ordinance changes are needed:

1. **Repeal Ord. 42-23:** "Designate metered parking on the north side of Lawrence Street from a point 100 feet east of Morrison Street to a point 33 feet west of Durkee Street (back-in angle parking only; front-in parking prohibited)."
2. **Create:** "Designate a 10-minute loading zone on the north side of Lawrence Street from a point 100 feet east of Morrison Street to a point 200 feet east of Morrison Street (back-in angle parking only; front-in parking prohibited)."
3. **Create:** "Designate metered parking on the north side of Lawrence Street from a point 200 east of Morrison Street to a point 34 feet west of Durkee Street (back-in angle parking only; front-in parking prohibited)."
4. **Create:** "Parking be prohibited on the north side of Lawrence Street from Durkee Street to a point 34 feet west of Durkee Street."

Figure 1





CITY OF APPLETON

MEMORANDUM

Date: 4/23/24

To: Municipal Services Committee

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

Subject: Ordinance changes related to the H-23 Lightning Dr Grade & Gravel Project

Lightning Drive is being extended to a point approximately 700 feet north of Baldeagle Drive in 2024. This memo addresses the parking and traffic restrictions that are necessary to implement the Council-approved project design.

Parking

1. **Repeal Ord. 70-17:** "Parking be prohibited on Lightning Drive from a point 300 feet south of Edgewood Drive (CTH "JJ") to a point 500 feet north of Edgewood Drive (CTH "JJ"), as measured along the centerline of Lightning Drive."
2. **Create:** "Parking be prohibited on Lightning Drive from Edgewood Drive (CTH "JJ") to a point 300 feet south of Edgewood Drive (CTH "JJ")."
3. **Create:** "Parking be prohibited on the west side of Lightning Drive from Edgewood Drive (CTH "JJ") to the north City limits."
4. **Create:** "Parking be prohibited on the east side of Lightning Drive from Edgewood Drive (CTH "JJ") to a point 780 feet north/northeast of Edgewood Drive (CTH "JJ"), as measured along the centerline of Lightning Drive."

Intersection Control

1. **Create:** "Install stop signs on Baldeagle Drive at Lightning Drive."



CITY OF APPLETON

MEMORANDUM

Date: 4/22/24

To: Municipal Services Committee

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

Subject: Ordinance changes related to the A-24 Linwood Av Reconstruction Project

The Linwood Avenue reconstruction project (College Avenue to Wisconsin Avenue) is included in the 2024 budget and is currently under construction, with completion expected in late summer. This memo addresses the parking and traffic restrictions that are necessary to implement the Council-approved project design.

1. **Repeal Ord. 22-A-85:** "Parking be prohibited on the east side of Linwood Avenue from the north right-of-way of Franklin Street extending 142 feet north."
2. **Repeal Ord. 67-93:** "Parking be prohibited on the east side of Linwood Avenue from 142 feet north of the north right-of-way line of Franklin Street to Packard Street during ball games."
3. **Repeal Ord. 30-10:** "Parking be restricted to two hours from 7:00 a.m. to 4:00 p.m. on School Days on Linwood Avenue from Highland Avenue to Commercial Street."
4. **Create:** "Parking be prohibited on Linwood Avenue from College Avenue to Washington Street."
5. **Create:** "Parking be prohibited on the west side of Linwood Avenue from Franklin Street to a point 55 feet north of Washington Street."
6. **Create:** "Parking be prohibited on the east side of Linwood Avenue from Washington Street to a point 40 feet north of Franklin Street."
7. **Create:** "Parking be prohibited on the east side of Linwood Avenue from a point 50 feet south of Packard Street to a point 30 feet north of Packard Street."
8. **Create:** "Parking be prohibited on the east side of Linwood Avenue from a point 30 feet south of Lorain Court to a point 30 feet north of Lorain Court."
9. **Create:** "Parking be prohibited on the east side of Linwood Avenue from a point 30 feet south of Highland Avenue to a point 45 feet north of Highland Avenue."
10. **Create:** "Parking be prohibited on the east side of Linwood Avenue from a point 35 feet south of Reeve Street to a point 35 feet north of Reeve Street."
11. **Create:** "Parking be prohibited on the west side of Linwood Avenue from Franklin Street to a point 445 feet north of Franklin Street."

12. **Create:** "30-minute Loading Zone be established on the west side of Linwood Avenue from a point 163 feet south of Packard Street to a point 103 feet south of Packard Street."
13. **Create:** "Parking be prohibited on the west side of Linwood Avenue from a point 103 feet south of Packard Street to Badger Avenue."
14. **Create:** "Parking be restricted to two hours from 7:00 a.m. to 4:00 p.m. on School Days on the east side of Linwood Avenue from Reeve Street to a point 125 feet south of Winnebago Street."
15. **Create:** "Parking be prohibited on the east side of Linwood Avenue from a point 125 feet south of Winnebago Street to a point 115 feet north of Winnebago Street."
16. **Create:** "Parking be restricted to two hours from 7:00 a.m. to 4:00 p.m. on School Days on the east side of Linwood Avenue from a point 115 feet north of Winnebago Street to a point 31 feet south of Commercial Street."
17. **Create:** "Parking be prohibited on the east side of Linwood Avenue from a point 31 feet south of Commercial Street to a point 31 feet north of Commercial Street."
18. **Create:** "Parking be prohibited on the east side of Linwood Avenue from a point 113 feet north of Commercial Street to Badger Avenue."
19. **Create:** "Parking be prohibited on the east side of Linwood Avenue from Badger Avenue to Wisconsin Avenue."



CITY OF APPLETON

MEMORANDUM

Date: 4/23/24

To: Municipal Services Committee

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

Subject: Ordinance changes related to the A-24 Owaissa-Wisconsin RRFB Project

A project to enhance the pedestrian crossing across Wisconsin Avenue at Owaissa Street was included in the 2024 budget, with completion expected in late summer. This memo addresses the parking restrictions that are necessary to implement this Council-approved project.

1. **Repeal Ord. 74-17:** "Parking be limited to two hours from 7:00 a.m. to 5:00 p.m., except Saturdays, Sundays and Holidays, on the west side of Owaissa Street from Amelia Street to Wisconsin Avenue."
2. **Create:** "Parking be prohibited on the east side of Owaissa Street from Wisconsin Avenue to a point 60 feet south of Wisconsin Avenue."
3. **Create:** "Parking be prohibited on the west side of Owaissa Street from Wisconsin Avenue to a point 63 feet north of Wisconsin Avenue."
4. **Create:** "Parking be limited to two hours from 7:00 a.m. to 5:00 p.m., except Saturdays, Sundays and Holidays, on the west side of Owaissa Street from Amelia Street to a point 63 feet north of Wisconsin Avenue."



CITY OF APPLETON

MEMORANDUM

Date: 4/23/24
To: Municipal Services Committee
From: Eric Lom, P.E., City Traffic Engineer
Subject: Ordinance changes related to the A-24 Quest Dr Paving Project

The Quest Drive paving project (Midway Road to Plank Road) is included in the 2024 budget and is expected to be completed in late summer. This memo addresses the parking and traffic restrictions that are necessary to implement the Council-approved project design.

1. **Repeal Ord. 125-05:** "Parking be prohibited on Quest Drive from Plank Road (CTH "AP") to a point 180 feet south of Plank Road (CTH "AP")."
2. **Create:** "Parking be prohibited on the west side of Quest Drive from Midway Road to Plank Road."
3. **Create:** "Parking be prohibited on the east side of Quest Drive from a point 320 feet north of Vantage Drive to a point 540 feet southeast of Plank Road, as measured along the centerline of Quest Drive."
4. **Create:** "Parking be prohibited on the east side of Quest Drive from Plank Road to a point 60 feet southeast of Plank Road."



CITY OF APPLETON

MEMORANDUM

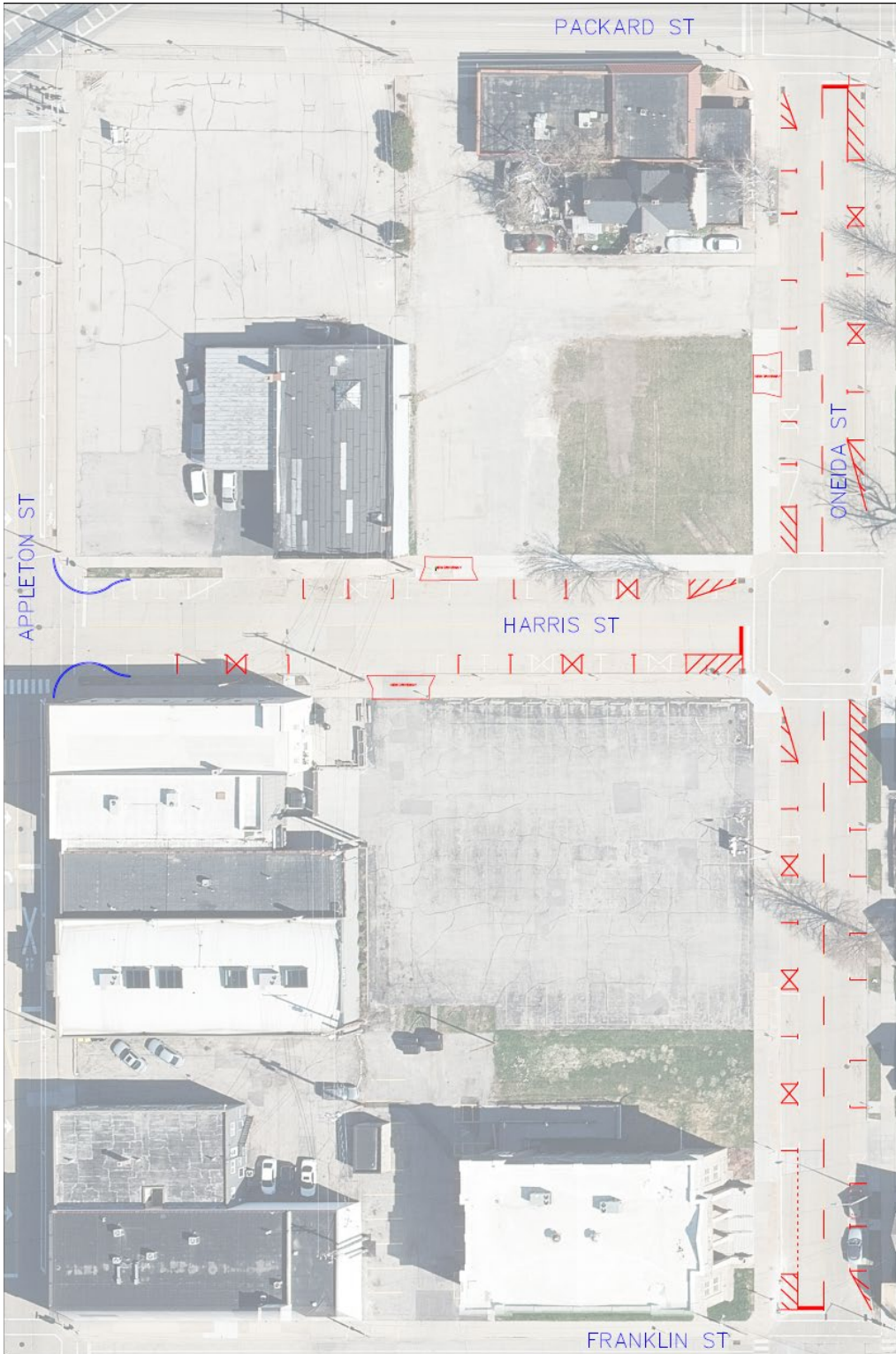
Date: 4/23/24
To: Municipal Services Committee
From: Eric Lom, P.E., City Traffic Engineer
Subject: Ordinance changes related to the Rise Apartment Project

The Rise Apartments project is nearing completion. As a result of the moved/added driveways associated with this project, the parking stalls on the affected blocks need to be reconfigured and brought up to Complete Streets standards (see Figure 1). The ordinance changes listed below are necessary to implement these changes:

1. **Create:** "Parking be prohibited on the west side of Oneida Street from Franklin Street to a point 20 feet north of Franklin Street."
2. **Create:** "20-minute Loading Zone be established on the west side of Oneida Street from a point 20 feet north of Franklin Street to a point 72 feet north of Franklin Street."
3. **Create:** "Designate metered parking on the west side of Oneida Street from a point 72 feet north of Franklin Street to a point 26 feet south of Harris Street."
4. **Create:** "Parking be prohibited on the west side of Oneida Street from a point 20 feet north of Harris Street to a point 26 feet south of Harris Street."
5. **Create:** "Parking be prohibited on the east side of Oneida Street from a point 46 feet north of Harris Street to a point 35 feet south of Harris Street."
6. **Create:** "Designate metered parking on the east side of Oneida Street from a point 35 feet south of Harris Street to a point 22 feet north of Franklin Street."
7. **Create:** "Parking be prohibited on the east side of Oneida Street from Franklin Street to a point 22 feet north of Franklin Street."
8. **Create:** "Designate metered parking on the west side of Oneida Street from a point 20 feet north of Harris Street to a point 23 feet south of Packard Street."
9. **Create:** "Parking be prohibited on the west side of Oneida Street from Packard Street to a point 23 feet south of Packard Street."
10. **Create:** "Parking be prohibited on the east side of Oneida Street from North Street to a point 37 feet south of North Street."
11. **Create:** "Designate metered parking on the east side of Oneida Street from a point 37 feet south of North Street to a point 46 feet north of Harris Street."
12. **Create:** "Parking be prohibited on Harris Street from Oneida Street to a point 27 feet west of Oneida Street."
13. **Create:** "Designate metered parking on the Harris Street from a point 25 feet east of Appleton Street to a point 27 feet west of Oneida Street."

14. **Create:** "Parking be prohibited on Harris Street from Appleton Street to a point 25 feet east of Appleton Street."

Figure 1





CITY OF APPLETON

MEMORANDUM

Date: 4/23/24
To: Municipal Services Committee
From: Eric Lom, P.E., City Traffic Engineer
Subject: Ordinance changes related to the Southpoint Commerce Park G-24 Grade & Gravel Projects (Endeavor Dr / Vantage Dr / Inspire Ct)

The following Southpoint Commerce Park streets will be graded & graveled in 2024:

- Endeavor Drive from Eisenhower Drive to Coop Road
- Vantage Drive from Eisenhower Drive to Coop Road
- Inspire Court from Coop Road, westerly to cul-de-sac

This memo addresses the parking and traffic restrictions that are necessary to implement the Council-approved project design.

Parking

1. **Create:** "Parking be prohibited on the north side of Endeavor Drive from Eisenhower Drive to Coop Road."
2. **Create:** "Parking be prohibited on the north side of Vantage Drive from Eisenhower Drive to Coop Road."
3. **Create:** "Parking be prohibited on the north side of Inspire Court from Coop Road to the cul-de-sac (to include the cul-de-sac itself)."

Speed Limits

1. Modify section 19-59 of the Appleton Municipal Code (Speed Limits Designated – Thirty Miles per hour) as noted:
 - a. **Delete:** "Endeavor Drive from Lakeland Drive to Eisenhower Drive."
 - b. **Delete:** "Vantage Road from Quest Drive to Lakeland Drive."
 - c. **Add:** "Endeavor Drive from Lakeland Drive to Coop Road."
 - d. **Add:** "Vantage Drive from Quest Drive to Coop Road."

Intersection Control

1. **Create:** “Install stop signs on Endeavor Drive at Coop Road.”
2. **Create:** “Install stop signs on Vantage Drive at Coop Road.”
3. **Create:** “Install stop signs on Inspire Court at Coop Road.”

Truck Routes

1. Modify section 19-137 of the Appleton Municipal Code (Truck Routes Enumerated) as noted:
 - a. **Delete:** “Endeavor Drive from Lakeland Drive to Eisenhower Drive.”
 - b. **Delete:** “Vantage Drive from Quest Drive to Lakeland Drive.”
 - c. **Delete:** “Milis Drive from Quest Drive to Alliance Drive.”
 - d. **Add:** “Endeavor Drive from Lakeland Drive to Coop Road.”
 - e. **Add:** “Vantage Drive from Quest Drive to Coop Road.”
 - f. **Add:** “Inspire Ct from Coop Road, westerly to the cul-de-sac.”
 - g. **Add:** “Milis Drive from Quest Drive to Eisenhower Drive.”



Alcohol License Premises Amendment Request Form

24-0514
CASH OR CHECK ONLY!

Please allow 4 weeks for application processing

FEES ARE NON-REFUNDABLE

Date Recd: APR 23 2024

License Fee - \$10.00/event
(CLCAGP)

Total \$ 10.00

Receipt #: 6713-8

SECTION 1 - ESTABLISHMENT INFORMATION

Name of Establishment Hank & Karen's Pub & Grill	Establishment Phone Number 920-731-1265
Address of Establishment 1937 E John St, Appleton	
Agent Name Hank Grishaber	Agent Phone Number (Required)

SECTION 2 - PREMISES AMENDMENT - A drawing/diagram of the proposed area must be submitted with this application

Is this Premises Amendment Permanent? YES NO

Please describe the change in Premises: not a permanent amendment

for people to walk around, and look @ Stock Cars, for a benefit & drink alcohol outside on the parking lot

If temporary, please specify the reason for the amendment: Memorial with Stock Cars

If temporary, please list the date(s) and time(s) that this premises amendment will be utilized: May 19th, 2024 - 11am-6pm

SECTION 3 - PENALTY NOTICE

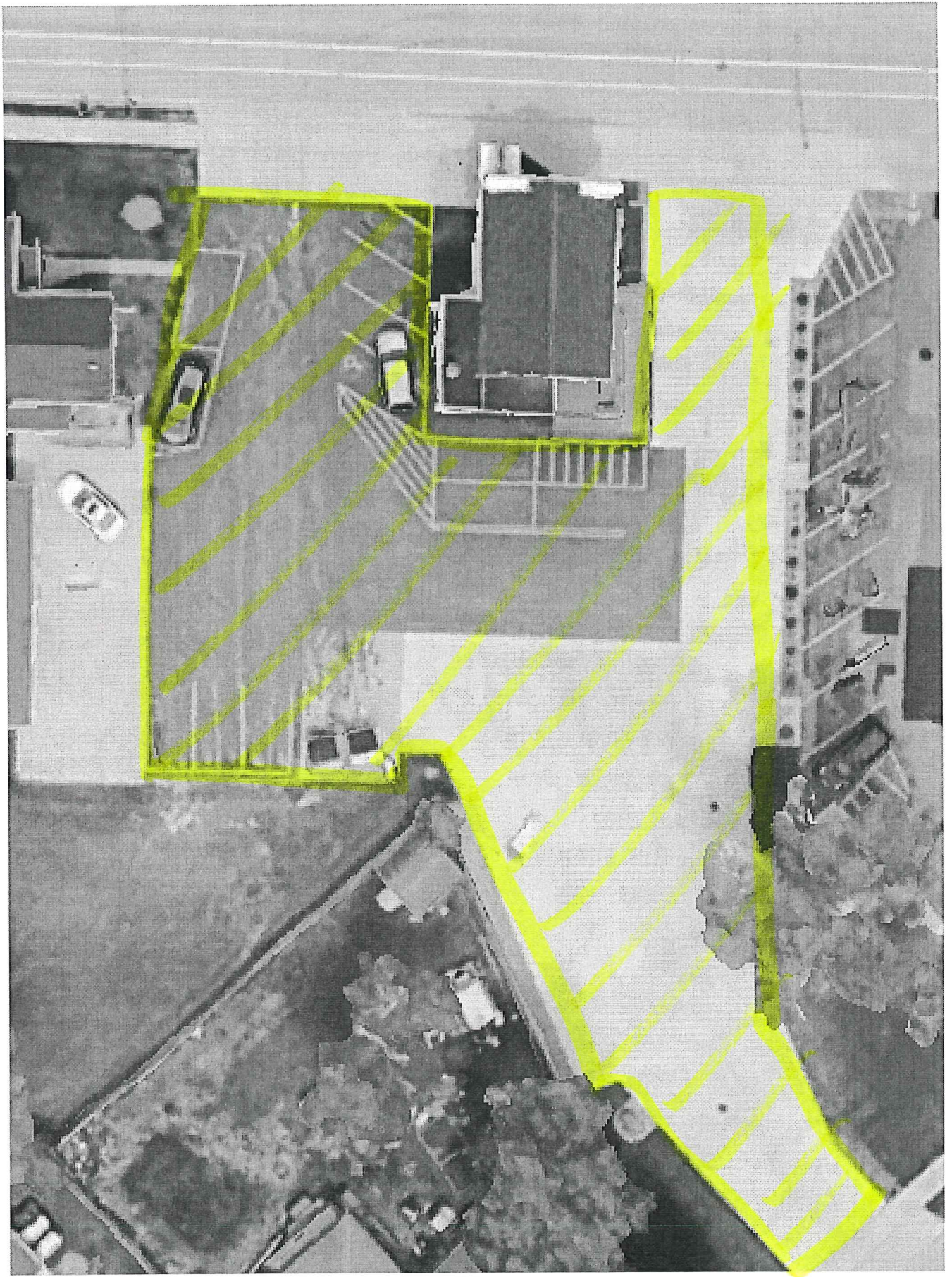
I certify that I am familiar with Section 9-52 of the Municipal Code of the City of Appleton and agree that any license granted under this application may be suspended for cause at any time by the Common Council.

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

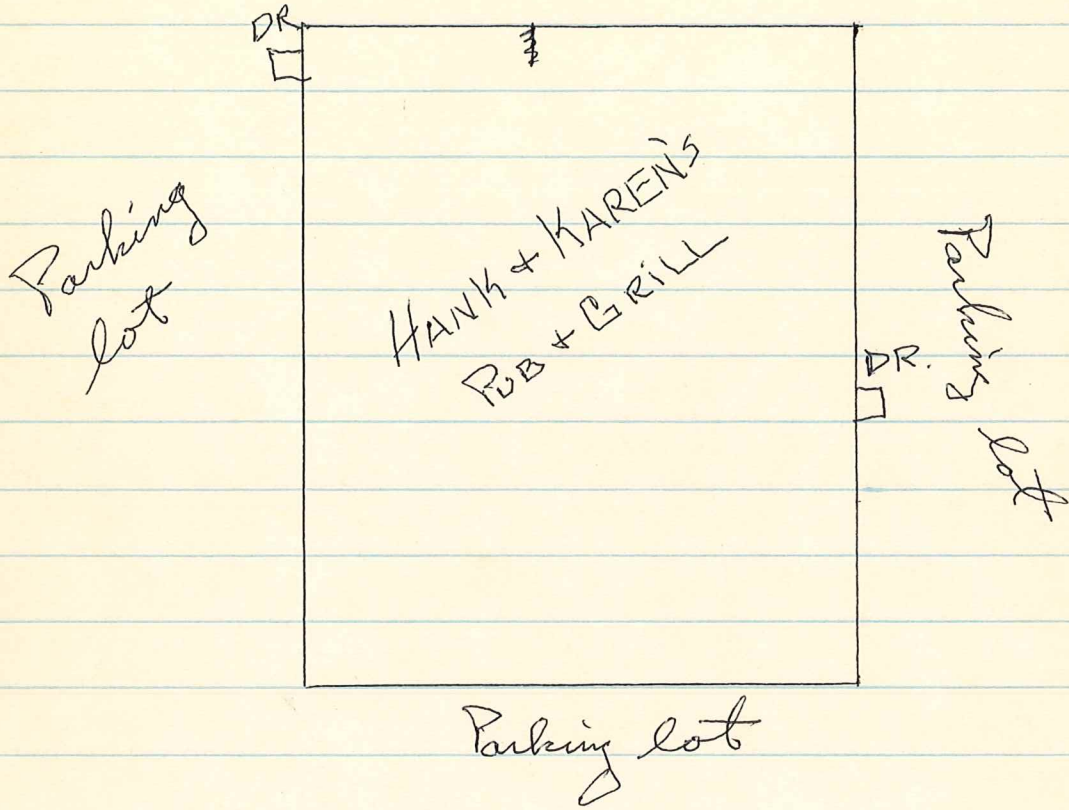
Signature of Applicant: Henry J Grishaber Date: 3 / 27 / 2024

FOR OFFICE USE ONLY

Department	Approve	Deny	Staff Member	Reason
Police				
Fire				
Health				
Community Development				
Inspections				
Finance				
Public Works				
Safety and Licensing Date: <u>5-8-24</u>	Recommendation:		Common Council Date: <u>5-15-24</u>	Recommendation:
Date sent for Review <u>APR 23 2024</u>	Date Approved	Date Issued	Expiration Date	License Number



JOHN ST



Cigarette, Tobacco, and Electronic Vaping Device Retail License Application

FOR CLERKS ONLY	
Municipality	Appleton
License Period	23-24

Part A: Premises/Business Information			
1. Legal Business Name (individual name if sole proprietor) D8D BY H4H LLC			
2. Business Trade Name or DBA THE DISPENSARY			
3. FEIN		4. Wisconsin Seller's Permit Number 456-1030500809-04	
5. Entity Type (check one) <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Limited Liability Company <input type="checkbox"/> Corporation			
6. State of Organization Wisconsin		7. Date of Organization 11/18/2020	8. Wisconsin DFI Registration Number
9. Premises Address (do not use PO Box) 3020 E COLLEGE AVE STE F			
10. City APPLETON		11. State WI	12. Zip Code 54915
13. County Outagamie	14. Governing Municipality: <input checked="" type="checkbox"/> City <input type="checkbox"/> Town <input type="checkbox"/> Village of: <u>Appleton</u>		15. Aldermanic District 3
16. Mailing Address (if different from premises address) 2247 Ullmer Ct			
17. City Howard		18. State WI	19. Zip Code 54303
20. Premises Phone (920) 903-8705		21. Premises Email Willn@h4hwi.com	22. Website www.thed8dispensary.com
23. Premises Description - Describe the building or buildings where cigarettes, tobacco products, and electronic vaping devices are to be sold and stored. Describe all rooms including living quarters, if used, for the sales and/or storage of cigarettes, tobacco products, and electronic vaping devices and records. Cigarettes, tobacco products, and electronic vaping devices may be sold and stored ONLY on the premises described in this application. Attach a floor plan if possible. *All electronic devices are stored on the retail store floor. They are in display cabinet and cannot be reached by customer. *The building is a strip mall and upon entrance the customer enters the sales floor. There is a door separating the customer from the staff area. Staff is behind the counter for sale and ID purposes of any products in our store. We are a 21+ facility and check all ID's upon entry. Our total size is 1500sq. feet.			

Part B: Questions
1. What products will be sold at this business location? (check all that apply) <input type="checkbox"/> Cigarettes <input type="checkbox"/> Tobacco Products <input checked="" type="checkbox"/> Electronic Vaping Devices
2. How will cigarettes, tobacco, and/or electronic vaping devices be sold? (check all that apply) <input checked="" type="checkbox"/> Over the counter <input type="checkbox"/> Vending machine
3. Is the applicant business owned by another business entity? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, provide the name and FEIN of the parent company below, identify parent company members in Part C, and attach Form CTV-101 for all of the parent company's members, partners, or officers. 3a. Name of Parent Company: _____ 3b. FEIN of Parent Company: _____

Part C: Individual Information

An Individual Questionnaire, Form CTV-101, must be completed and attached to this application for each person involved in the applicant business and any parent company indicated in Part B. Such persons include: sole proprietor, all officers and agents of a corporation, all partners of a partnership, and all members and agents of a limited liability company.

List the full name, title, and phone number for each person below. Attach additional sheets if necessary.

Last Name	First Name	Title	Phone
Nething	William	CEO	
Caulfield	Mary	CFO	

Part D: Attestation

One of the following must sign and attest to this application:

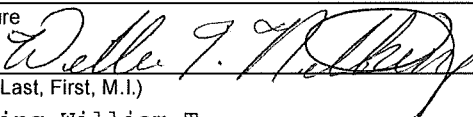
- sole proprietor • one general partner of a partnership • one corporate officer • one managing member of an LLC

READ CAREFULLY BEFORE SIGNING:

I understand and agree to the following:

- I will only purchase cigarettes, tobacco, and vapor products from distributors, jobbers, or subjobbers permitted by the Wisconsin Department of Revenue, unless I also hold the proper distributor's permit and pay all applicable excise taxes.
- I will not purchase or exchange products from another retailer, including transferring existing stock to a new owner.
- I will provide tobacco sales training that has been approved by the Wisconsin Department of Health Services to my employees. (<https://witobaccocheck.org>).
- I will not sell single cigarettes.
- I will not sell, give, or otherwise provide cigarettes, tobacco, or any nicotine products to minors.
- I will keep product invoices on the licensed premises for two years and ensure the records are available for inspection by law enforcement. Failure to comply with this will result in criminal penalties, including loss of inventory.
- I will not sell cigarettes or roll-your-own (RYO) tobacco products unless listed on the Wisconsin Department of Justice's directory of certified tobacco manufacturers and brands.

Further, under penalty provided by law, I state that this application has been truthfully answered to the best of my knowledge. I agree to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, cannot be assigned to another. Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000.

Signature 	Date 03/02/2023	
Name (Last, First, M.I.) Nething, William, T		
Title CEO	Email WILLN@H4HWI.COM	Phone

Part E: For Clerk Use Only

Date application was filed with clerk 4-26-2024	Date license issued	Date license expires	License number
License fees	Signature of Clerk/Deputy Clerk		

Form
AB-200

Alcohol Beverage License Application

For Municipal Use Only	
Municipality	City of Appleton
License Period	2023-2024

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

- Class "A" Beer \$ _____ Class "B" Beer \$ _____
 "Class A" Liquor \$ _____ "Class B" Liquor \$ 500
 "Class A" Liquor (cider only) \$ _____ Reserve "Class B" Liquor \$ _____
 "Class C" Liquor (wine only) \$ _____

Fees	
License Fees	\$ <u>500</u>
Background Check Fee	\$ <u>0</u>
Publication Fee	\$ <u>60</u>
Total Fees	\$ <u>560</u>

Part A: Premises/Business Information

1. Legal Business Name (individual name if sole proprietorship) <u>Alpine Swift</u>		
2. Business Trade Name or DBA <u>Ellimor</u>		
3. FEIN	4. Wisconsin Seller's Permit Number <u>456-1030846673-02</u>	
5. Entity Type (check one) <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Limited Liability Company <input type="checkbox"/> Corporation <input type="checkbox"/> Nonprofit Organization		
6. State of Organization <u>Wisconsin</u>	7. Date of Organization <u>11/1/21</u>	8. Wisconsin DFI Registration Number <u>A100004</u>
9. Premises Address <u>1016 E Pacific St</u>		
10. City <u>Appleton</u>	11. State <u>WI</u>	12. Zip Code <u>54911</u>
13. County <u>Outagamie</u>	14. Governing Municipality: <input checked="" type="checkbox"/> City <input type="checkbox"/> Town <input type="checkbox"/> Village of: <u>Appleton</u>	15. Aldermanic District <u>2</u>
16. Premises Phone <u>920-903-7771</u>	17. Premises Email <u>Adam.J.Marty@gmail.com</u>	18. Website <u>ellimor-appleton.co</u>
19. Premises Description - Describe the building or buildings where alcohol beverages are produced, sold, stored, or consumed, and related records are kept. Describe all rooms within the building, including living quarters. Authorized alcohol beverage activities and storage of records may occur only on the premises described in this application. Attach a map or diagram and additional sheets if necessary. <u>Approx 1000 SF Building, Storage at counter cooler and Shelving Unit, Storage in basement</u>		
20. Mailing Address (if different from premises address)		
21. City	22. State	23. Zip Code

Part B: Questions

1. Has the business (sole proprietorship, partnership, limited liability company, or corporation) been convicted of violating federal or state laws or local ordinances? Exclude traffic offenses unless related to alcohol beverages. Yes No

If yes, list the details of violation below. Attach additional sheets if necessary.

Law/Ordinance Violated	Location	Trial Date
Penalty Imposed	Was sentence completed? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Law/Ordinance Violated	Location	Trial Date
Penalty Imposed	Was sentence completed? <input type="checkbox"/> Yes <input type="checkbox"/> No	

2. Are charges for any offenses pending against the business? Exclude traffic offenses unless related to alcohol beverages. Yes No
 If yes, describe the nature and status of pending charges using the space below. Attach additional sheets as needed.

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

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

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

5. Have the partners, agent, or sole proprietor satisfied the responsible beverage server training requirement for this license period? Submit proof of completion. Yes No
 6. Is the applicant business indebted to any wholesaler beyond 15 days for beer or 30 days for liquor/wine? Yes No
 7. Does the applicant business owe past due municipal property taxes, assessments, or other fees? Yes No

Part C: Individual Information

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

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

Last Name	First Name	Title	Phone
Marty	Adam	Owner/President	

Part D: Attestation

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

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

Last Name Marty	First Name Adam	M.I. J
Title President	Email	Phone
Signature <i>Ad Marty</i>	Date 4/30/24	

Part E: For Clerk Use Only

Date Application Was Filed With Clerk 4/30/24	License Number	Date License Granted	Date License Issued
Signature of Clerk/Deputy Clerk		Date Provisional License Issued (if applicable)	



City of Appleton Alcohol License Questionnaire

1. Name of Applicant: Adam Marty

2. Name of Business: Ellinor / Alpine Swift

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

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

3. Address of Business: 1016 E Pacific St

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

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

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

DUI

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

<u>Adam</u>	<u>J</u>	<u>Marty</u>	
First name	M.I.	Last name	Date of Birth
			/ /
First name	M.I.	Last name	Date of Birth
			/ /
First name	M.I.	Last name	Date of Birth
			/ /
First name	M.I.	Last name	Date of Birth
			/ /

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

Name: _____
First name Middle Initial Last name

Address: _____
City State ZIP

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

Name: Ellinor

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

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

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

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

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

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

10. Seating capacity: Inside 40 Outside _____

11. Operating hours (Inside the building): 4p - 9:30 p
Operating hours (Outdoor seating areas): _____

12. Employees/Staff
Number of floor personnel 5 Number of door checkers 1

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

- a. Gross floor building area of the premises to be licensed: 1000 square feet.
- b. Gross outdoor seating areas of the premises to be licensed: 0 square feet.
- c. Below, identify the operational details of the proposed establishment:

Restaurant, Approx 1000 SF, open Wed - Sat 4-9:30 p.
Private events occasionally Mon/Tuesday.

Signature _____

Date _____

Alcohol Beverage Appointment of Agent

Date 4/30/24

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

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

Part B: Agent Information			
1. Last Name <u>Marty</u>	2. First Name <u>Adam</u>	3. M.I. <u>J</u>	
4. Email _____		5. Phone _____	
6. Home Address <u>429 E Roosevelt st</u>			
7. City <u>Appleton</u>	8. State <u>WI</u>	9. Zip Code <u>54911</u>	10. Age _____
11. Drivers License/State ID Number _____		12. Drivers License/State ID State of Issuance <u>Wisconsin</u>	

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

Continued →

Part D: Business Attestation

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

Last Name <i>Marty</i>		First Name <i>Adel</i>		M.I. <i>J</i>
Title <i>President</i>	Email		Phone	
Signature <i>Adel [Signature]</i>			Date <i>4/30/24</i>	

Part E: Agent Attestation

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

Last Name <i>Marty</i>		First Name <i>Adel</i>		M.I. <i>J</i>
Signature <i>Adel [Signature]</i>			Date <i>4/30/24</i>	

**AGREEMENT FOR AUTOMATIC ASSISTANCE
FOR STRUCTURE FIRES
VILLAGE OF LITTLE CHUTE AND CITY OF APPLETON**

THIS AGREEMENT entered into on the date specified below, by and between the Village of Little Chute ("Little Chute") and the City of Appleton ("Appleton"), each of which are Wisconsin municipal corporations; and each acting herein through their duly authorized officials.

WHEREAS the governing officials of the governmental entities set forth above, political subdivisions of the State of Wisconsin and the United States of America, desire to secure for each entity the benefits of assistance in the protection of life and property from fire and other disasters:

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. In consideration for each party's automatic assistance to the other upon the occurrence of a structure fire in any portion of the designated area where this Agreement for Automatic Assistance is in effect, a predetermined number of firefighting equipment and personnel of the parties shall be dispatched to such point where the structure fire exists in order to assist in the protection of life and property subject to the conditions hereinafter stated.

Details as to amounts and types of assistance to be dispatched, methods of dispatching and communications, training programs and procedures and areas to be assisted will be developed by the Chief of the Little Chute Fire Department and the Chief of the Appleton Fire Department. These details will be stipulated in a Memorandum of Understanding and signed by the Chiefs of both departments. Said Memorandum of Understanding may be revised, modified, or amended in writing at any time by a signed mutual agreement of the Fire Chiefs as conditions may warrant.

2. Any dispatch of equipment and personnel pursuant to this Agreement shall be sent unless such amount of assistance is unavailable due to emergency conditions and/or hazardous situations confronting either party's forces at the time of need for assistance under this Agreement.
3. Each party to this Agreement waives all claims against the other party for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement.
4. Neither party shall be reimbursed by the other for costs incurred pursuant to this Agreement. Personnel who are assigned, designated, or ordered by their governing body to perform duties, pursuant to this Agreement, shall receive the same salary, pension, and all other compensation and rights for

the performance of such duties, including injury or death benefits, and Worker's Compensation benefits, as though the service had been rendered within the limits of the entity where he or she is regularly employed. Moreover, all medical expenses; wage and disability payments; pension payments; damage to equipment and clothing; and expenses of travel; food; and lodging shall be paid by the entity in which the employee in question is regularly employed.

5. All equipment used by each party's fire department in carrying out this Agreement will, during the time response services are being performed, remain owned by the respective fire department; and all personnel acting for the party's fire department under this Agreement will, during the time response services are required, be firefighters of the fire department of the party where they are regularly employed.
6. At all times while equipment and personnel of either party's fire department are traveling to, from, or within the geographical limits of the other party in accordance with the terms of this Agreement, such personnel and equipment shall be deemed to be employed or used, as the case may be, in the full line and cause of duty of the party which regularly employs such personnel and equipment. Further, such equipment and personnel shall be deemed to be engaged in a governmental function of its governmental entity.
7. In the event that any individual performing duties subject to this Agreement shall be cited as a defendant party to any state or federal civil lawsuit, arising out of his or her official acts while performing duties pursuant to the terms of this Agreement, such individual shall be entitled to the same benefits that he or she would be entitled to receive had such civil action arisen out of an official act within the scope of his or her duties as a member of the department where regularly employed and occurred within the jurisdiction of the governmental entity where regularly employed. The benefits described in this paragraph shall be supplied by the party where the individual is regularly employed.
8. It is agreed by and between the parties hereto that any party hereto shall have the right to terminate this Agreement upon ninety (90) days written notice to the other party hereto.
9. It is understood and agreed that if the parties have heretofore entered into any similar agreement for automatic aid, the conditions and obligations of this Agreement shall take precedence over any conditions and obligations in any other agreements related to mutual assistance between the parties.
10. Each party agrees that if legal action is brought under this Agreement, exclusive venue shall lie in the county where the emergency condition

and/or hazardous situations occurred.

11. In case one or more of the provisions contained in this Agreement shall be for any reason held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
12. Neither party hereto waives or releases any of the liability immunities, limitations, or damages limitations available under Section 893.80 Wisconsin Statutes despite any provisions herein, if any, to the contrary.
13. Effective date of this Agreement shall be on the last date of the signature of any party hereto.

EXECUTED by the Village of Little Chute and City of Appleton, each respective governmental entity acting by and through its duly authorized official in the manner required by each entity or otherwise as required by law.

Village of Little Chute

By: Michael R. Vanden Berg
Michael Vanden Berg
Village President
Date: _____

Little Chute Fire Department

Duane Nechodom
Duane Nechodom, Fire Chief
Date: 5-1-24

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

City of Appleton

By: _____
Jacob A. Woodford, Mayor
Date: _____

By: _____
Kami Lynch, City Clerk
Date: _____

Approved as to form:

Appleton Fire Department

Christopher R. Behrens, City Attorney
Date: _____
CityLaw: A22-0078.dg

Jeremy Hansen, Fire Chief
Date: _____



POLICE DEPARTMENT

222 South Walnut Street • Appleton, WI 54911-5899
(920) 832-5500 • Fax (920) 832-5553
<http://www.appleton.org/police>

TO: Alderperson Croatt – Chairperson Safety & Licensing Committee

FROM: Chief Polly Olson

DATE: April 24th, 2024

RE: Sole Source Memo for ACMS Crossing Guards Contract – Action Item

The Police Department is requesting to renew an existing contract with All City Management Services, Inc. (ACMS), which provides management and oversight for crossing guard services to the City of Appleton and the Appleton Area School District.

The original contract with ACMS was signed in 2018 after going thru the RFP process. ACMS directly employs the existing crossing guards who have been providing exceptional service to the families in the City of Appleton. Many of these guards were previous City of Appleton employees.

For 2024, there should be little, if any, financial impact with the new contract. The estimate was \$2,000 with 50% paid by AASD. A lower rate was negotiated for the 2024-2025 school to stay within budget.

For 2025, our estimate based on new rates would be an increase of \$10,000 with 50% paid by the AASD – our cost is \$5,000. This could be less with vacancies which regularly occur.

ACMS has worked exceptionally well with us through staffing shortages, COVID-19 schedule interruptions, and wage disputes with their employees. Due to the lack of suitable local alternatives and our satisfaction with the company, we are asking the Safety & Licensing Committee to approve this three-year contract renewal as a sole source provider.

**AGREEMENT FOR AUTOMATIC ASSISTANCE
FOR STRUCTURE FIRES
VILLAGE OF KIMBERLY AND CITY OF APPLETON**

THIS AGREEMENT entered into on the date specified below, by and between the Village of Kimberly ("Kimberly") and the City of Appleton ("Appleton"), each of which are Wisconsin municipal corporations; and each acting herein through their duly authorized officials.

WHEREAS the governing officials of the governmental entities set forth above, political subdivisions of the State of Wisconsin and the United States of America, desire to secure for each entity the benefits of assistance in the protection of life and property from fire and other disasters:

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. In consideration for each party's automatic assistance to the other upon the occurrence of a structure fire in any portion of the designated area where this Agreement for Automatic Assistance is in effect, a predetermined number of firefighting equipment and personnel of the parties shall be dispatched to such point where the structure fire exists in order to assist in the protection of life and property subject to the conditions hereinafter stated.

Details as to amounts and types of assistance to be dispatched, methods of dispatching and communications, training programs and procedures and areas to be assisted will be developed by the Chief of the Kimberly Fire Department and the Chief of the Appleton Fire Department. These details will be stipulated in a Memorandum of Understanding and signed by the Chiefs of both departments. Said Memorandum of Understanding may be revised, modified, or amended in writing at any time by a signed mutual agreement of the Fire Chiefs as conditions may warrant.

2. Any dispatch of equipment and personnel pursuant to this Agreement shall be sent unless such amount of assistance is unavailable due to emergency conditions and/or hazardous situations confronting either party's forces at the time of need for assistance under this Agreement.
3. Each party to this Agreement waives all claims against the other party for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement.
4. Neither party shall be reimbursed by the other for costs incurred pursuant to this Agreement. Personnel who are assigned, designated, or ordered by their governing body to perform duties, pursuant to this Agreement, shall receive the same salary, pension, and all other compensation and rights for

the performance of such duties, including injury or death benefits, and Worker's Compensation benefits, as though the service had been rendered within the limits of the entity where he or she is regularly employed. Moreover, all medical expenses; wage and disability payments; pension payments; damage to equipment and clothing; and expenses of travel; food; and lodging shall be paid by the entity in which the employee in question is regularly employed.

5. All equipment used by each party's fire department in carrying out this Agreement will, during the time response services are being performed, remain owned by the respective fire department; and all personnel acting for the party's fire department under this Agreement will, during the time response services are required, be firefighters of the fire department of the party where they are regularly employed.
6. At all times while equipment and personnel of either party's fire department are traveling to, from, or within the geographical limits of the other party in accordance with the terms of this Agreement, such personnel and equipment shall be deemed to be employed or used, as the case may be, in the full line and cause of duty of the party which regularly employs such personnel and equipment. Further, such equipment and personnel shall be deemed to be engaged in a governmental function of its governmental entity.
7. In the event that any individual performing duties subject to this Agreement shall be cited as a defendant party to any state or federal civil lawsuit, arising out of his or her official acts while performing duties pursuant to the terms of this Agreement, such individual shall be entitled to the same benefits that he or she would be entitled to receive had such civil action arisen out of an official act within the scope of his or her duties as a member of the department where regularly employed and occurred within the jurisdiction of the governmental entity where regularly employed. The benefits described in this paragraph shall be supplied by the party where the individual is regularly employed.
8. It is agreed by and between the parties hereto that any party hereto shall have the right to terminate this Agreement upon ninety (90) days written notice to the other party hereto.
9. It is understood and agreed that if the parties have heretofore entered into any similar agreement for automatic aid, the conditions and obligations of this Agreement shall take precedence over any conditions and obligations in any other agreements related to mutual assistance between the parties.
10. Each party agrees that if legal action is brought under this Agreement, exclusive venue shall lie in the county where the emergency condition

and/or hazardous situations occurred.

11. In case one or more of the provisions contained in this Agreement shall be for any reason held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
12. Neither party hereto waives or releases any of the liability immunities, limitations, or damages limitations available under Section 893.80 Wisconsin Statutes despite any provisions herein, if any, to the contrary.
13. Effective date of this Agreement shall be on the last date of the signature of any party hereto.

EXECUTED by the Village of Kimberly and the City of Appleton, each respective governmental entity acting by and through its duly authorized official in the manner required by each entity or otherwise as required by law.

Village of Kimberly

Charles Kuen By: *Charles Kuen*

Charles Kuen, Village President
Date: 4-1-2024

Kimberly Fire Department

Jim Hieptas

Jim Hieptas, Fire Chief
Date: 4-12-2024

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

City of Appleton

By: _____
Jacob A. Woodford, Mayor

Date: _____

Approved as to form:

By: _____
Kami Lynch, City Clerk

Date: _____

Appleton Fire Department

Christopher R. Behrens, City Attorney

Date: _____

CityLaw: A22-0078.dg

Jeremy Hansen, Fire Chief

Date: _____

**AGREEMENT FOR AUTOMATIC ASSISTANCE
FOR STRUCTURE FIRES
TOWN OF GRAND CHUTE AND CITY OF APPLETON**

THIS AGREEMENT entered into on the date specified below, by and between the Town of Grand Chute ("Grand Chute") and the City of Appleton ("Appleton"), each of which are Wisconsin political subdivisions; and each acting herein through their duly authorized officials.

WHEREAS the governing officials of the governmental entities set forth above, political subdivisions of the State of Wisconsin and the United States of America, desire to secure for each entity the benefits of assistance in the protection of life and property from fire and other disasters:

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. In consideration for each party's automatic assistance to the other upon the occurrence of a structure fire in any portion of the designated area where this Agreement for Automatic Assistance is in effect, a predetermined number of firefighting equipment and personnel of the parties shall be dispatched to such point where the structure fire exists in order to assist in the protection of life and property subject to the conditions hereinafter stated.

Details as to amounts and types of assistance to be dispatched, methods of dispatching and communications, training programs and procedures and areas to be assisted will be developed by the Chief of the Grand Chute Fire Department and the Chief of the Appleton Fire Department. These details will be stipulated in a Memorandum of Understanding and signed by the Chiefs of both departments. Said Memorandum of Understanding may be revised, modified, or amended in writing at any time by a signed mutual agreement of the Fire Chiefs as conditions may warrant.

2. Any dispatch of equipment and personnel pursuant to this Agreement shall be sent unless such amount of assistance is unavailable due to emergency conditions and/or hazardous situations confronting either party's forces at the time of need for assistance under this Agreement.
3. Each party to this Agreement waives all claims against the other party for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement.
4. Neither party shall be reimbursed by the other for costs incurred pursuant to this Agreement. Personnel who are assigned, designated, or ordered by their governing body to perform duties, pursuant to this Agreement, shall

receive the same salary, pension, and all other compensation and rights for the performance of such duties, including injury or death benefits, and Worker's Compensation benefits, as though the service had been rendered within the limits of the entity where he or she is regularly employed. Moreover, all medical expenses; wage and disability payments; pension payments; damage to equipment and clothing; and expenses of travel; food; and lodging shall be paid by the entity in which the employee in question is regularly employed.

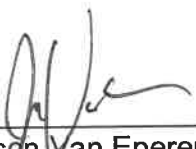
5. All equipment used by each party's fire department in carrying out this Agreement will, during the time response services are being performed, remain owned by the respective fire department; and all personnel acting for the party's fire department under this Agreement will, during the time response services are required, be firefighters of the fire department of the party where they are regularly employed.
6. At all times while equipment and personnel of either party's fire department are traveling to, from, or within the geographical limits of the other party in accordance with the terms of this Agreement, such personnel and equipment shall be deemed to be employed or used, as the case may be, in the full line and cause of duty of the party which regularly employs such personnel and equipment. Further, such equipment and personnel shall be deemed to be engaged in a governmental function of its governmental entity.
7. In the event that any individual performing duties subject to this Agreement shall be cited as a defendant party to any state or federal civil lawsuit, arising out of his or her official acts while performing duties pursuant to the terms of this Agreement, such individual shall be entitled to the same benefits that he or she would be entitled to receive had such civil action arisen out of an official act within the scope of his or her duties as a member of the department where regularly employed and occurred within the jurisdiction of the governmental entity where regularly employed. The benefits described in this paragraph shall be supplied by the party where the individual is regularly employed.
8. It is agreed by and between the parties hereto that any party hereto shall have the right to terminate this Agreement upon ninety (90) days written notice to the other party hereto.
9. It is understood and agreed that if the parties have heretofore entered into any similar agreement for automatic aid, the conditions and obligations of this Agreement shall take precedence over any conditions and obligations in any other agreements related to mutual assistance between the parties.
10. Each party agrees that if legal action is brought under this Agreement,

exclusive venue shall lie in the county where the emergency condition and/or hazardous situations occurred.

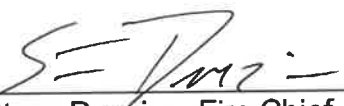
11. In case one or more of the provisions contained in this Agreement shall be for any reason held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as is such invalid, illegal, or unenforceable provision had never been contained herein.
12. Neither party hereto waives or releases any of the liability immunities, limitations, or damages limitations available under Section 893.80 Wisconsin Statutes despite any provisions herein, if any, to the contrary.
13. Effective date of this Agreement shall be on the last date of the signature of any party hereto.

EXECUTED by the Town of Grand Chute and City of Appleton, each respective governmental entity acting by and through its duly authorized official in the manner required by each entity or otherwise as required by law.

Town of Grand Chute

By: 
Jason Van Eperen, Town Chairman
Date: 4-16-2024

Grand Chute Fire Department


Steve Denzien, Fire Chief
Date: 4-16-2024

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

City of Appleton

By: _____
Jacob A. Woodford, Mayor
Date: _____

By: _____
Kami Lynch, City Clerk
Date: _____

Approved as to form:

Appleton Fire Department

Christopher R. Behrens, City Attorney
Date: _____
CityLaw: A22-0078.dg

Jeremy Hansen, Fire Chief
Date: _____

RESOLUTION NO. 2024-01

Authorizing Execution of the Department of Natural Resources Principal Forgiven Financial Assistance Agreement

TO THE CITY OF APPLETON COMMON COUNCIL

WHEREAS, the City of Appleton (the "Municipality") wishes to undertake a project to replace private lead service lines at residences, identified as DNR No. 4755-05 (the "Project");

WHEREAS, the Municipality has applied to the Safe Drinking Water Loan Program (the "SDWLP") for financial assistance in the form of a loan made by the SDWLP to the Municipality of which all the principal will be forgiven at the time that loan disbursements are made to the Municipality, pursuant to the DNR Financial Assistance Agreement;

WHEREAS, the SDWLP has determined that it can provide a loan with principal forgiveness in an amount up to \$611,302 that it has identified as being eligible for SDWLP funding;

NOW THEREFORE, the following resolution is presented by the City of Appleton to the City of Appleton Common Council.

RESOLVED, the City Mayor Jacob A. Woodford and City Clerk Kami Lynch are authorized by and on behalf of the Municipality to execute the Principal Forgiven Financial Assistance Agreement that contains the terms and conditions of the SDWLP award for the Project.

FURTHER RESOLVED, the Principal Forgiven Financial Assistance Agreement is incorporated herein by this reference.

FINALLY RESOLVED, the City Clerk be directed to forward a copy of the signed Resolution to the Department of Natural Resources.

Effective Date: _____, 2024.

Submitted By: City of Appleton

By: _____
Jacob A. Woodford, Mayor

Attest: _____
Kami Lynch, City Clerk



DEPARTMENT OF
**PUBLIC
WORKS**

MEMORANDUM

Date: May 1, 2024
To: Finance Committee
From: Danielle Block, P.E. Director of Public Works
Subject: Approve 2024 budget amendment to the Water Utility Fund:
+611,302 DNR Principal Forgiveness Loan Grant Revenue
+611,302 Private-Side Lead Service Replacement Expense

The Water Division of the Public Works Department has secured a Principal Forgiveness Loan from the Safe Drinking Water Loan Program (SDWLP) in the amount of \$611,302 to cover costs related to private side lead service replacements.

This budget amendment is being requested to increase the budget to allow for the contractor to complete the private side lead replacements and to record the revenue to be received from the principal forgiveness (SDWLP) loan that will be used to cover the costs of the private side lead replacements from the contract.

Please contact me if you have any questions regarding this budget amendment.



DEPARTMENT OF
UTILITIES

Department of Utilities
Water Treatment Facility
2281 Manitowoc Rd.
Menasha, WI 54952
p: 920-997-4200
f: 920-997-3240

www.appleton.org/government/utilities

MEMORANDUM

Date: April 30, 2024
To: Chairperson Vered Meltzer
CC: John Pogrnt, Water Operations Supervisor
Kelli Rindt, Enterprise Accounting Fund Manager
From: Chris Stempa, Director of Utilities
Subject: **Utilities Committee Action: Sole Source Engineering Services Contract to McMahon as part of Appleton Water Treatment Facility Carbon Dioxide System Rehabilitation Project in the amount of \$27,000 with a 10% contingency of \$2,700 for a total not to exceed \$29,700**

BACKGROUND:

The Appleton Water Treatment Facility (AWTF) utilizes a TOMCO2 liquid carbon dioxide (CO₂) system for pH adjustment and fire suppression of the Powdered Activated Carbon (PAC) system. The existing liquid CO₂ system was commissioned as part of the original AWTF construction in 2001. In 2023, McMahon Associates, Inc (McMahon) was under an independent contract to conduct a condition assessment of the existing carbon dioxide storage and feed system at the AWTF. As part of that assessment, the following improvements were identified within the report:

- Various instrumentation and piping repairs, recommended by TOMCO2.
- Refrigeration upgrades.
- Restore function to existing load cells, or replace, if needed.
- Electrical and control remediation based on mechanical upgrades.

The Opinion of Probable Construction Cost for these improvements was projected to range from \$300,000 to \$350,000. The 2023 Utilities Department Capital Improvements Program (CIP) plan identified \$450,000 for engineering services and construction associated with CO₂ bulk storage system improvements.

PROPOSAL

McMahon was asked to provide a proposal for engineering design, bidding, and construction services for the modifications recommended in the conditions assessment report. The proposed lump sum cost for these services totaled \$27,000 which is within the CIP budget for engineering (\$50,000). The McMahon proposal detailed each aspect of the rehabilitation project and the associated services required to provide the necessary deliverables.

JUSTIFICATION

Engineering fees integrated as a function of total construction can be 15% or more depending on the complexity of the scope of work involved. The proposed fee of \$27,000 represents 6% of the overall CIP budget for CO2 system rehabilitation. McMahon is very experienced with the AWTF CO2 system having completed a campus wide chemical systems evaluation conditions assessment in 2017. That work established the foundation for subsequent bulk storage and/or feed system construction project upgrades that McMahon led on dry polymer, ferric sulfate, aluminum chlorohydrate, and the new phosphoric acid delivery system. McMahon's experience with the previously mentioned chemical system upgrade, including the most recent CO2 system conditions assessment, provides them with a foundational understanding of the treatment plant operations and needs. That experience has translated into highly responsive and cost-effective services. Their proposal reflects the value the city would be receiving.

RECOMMENDATION:

I am recommending the approval of a sole source engineering services contract to McMahon as part of Appleton Water Treatment Facility Carbon Dioxide System Rehabilitation Project in the amount of \$27,000 with a 10% contingency of \$2,700 for a total not to exceed \$29,700.

If you have any questions regarding this project, please contact Chris Stempa at 920-832-5945.

Encl: Finance Department Sole Source Request Form



SOLE SOURCE REQUEST

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

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

McMahon's familiarity and experience with the Appleton Water Treatment Facility dates back to 2017. They continually provide cost-effective services and are highly responsive. These improvements were identified in a report provided by McMahon in 2023 and their proposed fee is 6% of the overall CIP budget for CO2 rehabilitation.

PROPOSED DETAILS
Requesting dept: Utilities
Product/service: Engineering services - Carbon Dioxide System Rehabilitation Project
Vendor name: McMahon
Total cost: \$27,000 with 10% contingency of \$2,700 - project total not to exceed \$29,700

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

Jenifer Huss
Purchasing Manager

04/30/2024
Date

SDWLP SFY 2024 FINAL FUNDING LIST
Updated February 28, 2024

Priority Score	Financial Need Points ³	Project Points ⁴	Program	Municipality	Project Number	Project Description	Region	County	Project Manager	CME	Population	MHI (<\$53,664)	Subsidized Loan Rate ⁵	Requested Project Costs	Estimated Loan Amount	Total PF Points	Eligible PF %	BIL-EC and BIL-LSL PF Estimate ⁶	General PF Estimate	Total Estimated PF
55.75	27.75	28	BASE	AUGUSTA, CITY OF	5186-11	Construct WM loop between Wells #7 and #11	WC	Eau Claire	Cassidy	Cameron	1,549	\$ 45,811	33%	\$ 870,585	\$ 870,585	185	55%	\$ -	\$ -	\$ -
55	9	46	BASE	BALDWIN, VILLAGE OF	5384-06	Replace Watermain on Curtis St and 8th Ave	WC	St. Croix	Higgins	Cameron	4,356	\$ 72,832	55%	\$ 608,692	\$ 608,692	60	10%	\$ -	\$ -	\$ -
55	9	46	BASE	PRAIRIE DU SAC, VILLAGE OF	4885-03	Construct New Well #5	SC	Sauk	Calhoon	Zettl	4,458	\$ 73,441	55%	\$ 2,687,500	\$ 2,687,500	60	10%	\$ -	\$ -	\$ -
54	12	42	BASE	MONTICELLO, VILLAGE OF	4853-03	Replace WMs Along E Lake Ave	SC	Green	Boelkow	Zettl	1,195	\$ 68,519	55%	\$ 2,792,001	\$ 2,792,001	80	20%	\$ -	\$ -	\$ -
53.75	3.75	50	BASE	ELKHORN, CITY OF	5525-06	Replace Water Main - Centralia St - Phase 1	SE	Walworth	Mills	Binder	10,317	\$ 68,339	55%	\$ 1,917,002	\$ 1,917,002	25	0%	\$ -	\$ -	\$ -
53.75	3.75	50	BASE	MADISON, CITY OF ¹	4837-08	Well #19 Upgrades	SC	Dane	Leizinger	Zettl	279,012	\$ 70,466	55%	\$ 9,086,254	\$ 9,086,254	25	0%	\$ -	\$ -	\$ -
53.5	19.5	34	BASE	EDGAR, VILLAGE OF	5360-03	Replace WM on Wisconsin Ave and George Wagner Dr	WC	Marathon	Jimenez	Andruczyk	1,450	\$ 52,399	33%	\$ 643,750	\$ 643,750	130	35%	\$ -	\$ -	\$ -
53.5	16.5	37	BASE	MONTFORT, VILLAGE OF	4961-04	Replace WMs, Park Street	SC	Grant	Maka	Zettl	701	\$ 59,063	55%	\$ 796,867	\$ 796,867	110	30%	\$ -	\$ -	\$ -
53.25	8.25	45	LSL	JANESVILLE, CITY OF ¹	5119-08	BIL SFY24 LSL Program: Census Tract	SC	Rock	Leja	Zettl	66,206	\$ 63,259	LSL RATE	\$ 1,100,000	\$ 275,000	55	0%	\$ 825,000	\$ -	\$ 825,000
53	21	32	BASE	AMHERST, VILLAGE OF	4753-05	Upgrade Well #2	WC	Portage	Balگوoyen	Andruczyk	1,121	\$ 51,902	33%	\$ 251,800	\$ 251,800	140	40%	\$ -	\$ -	\$ -
52.5	28.5	24	BASE	LADYSMITH, CITY OF	5369-14	Replace WMs along Lindoo Ave	NO	Rusk	Pope	Andruczyk	3,216	\$ 44,957	33%	\$ 613,484	\$ 613,484	190	55%	\$ -	\$ -	\$ -
52.5	10.5	42	BASE	OMRO, CITY OF	5091-11	Replace WM on Larabee St	NE	Winnabago	Boelkow	Hannes	3,644	\$ 58,090	55%	\$ 1,000,888	\$ 1,000,888	70	15%	\$ -	\$ -	\$ -
51.75	27.75	24	BASE	AUGUSTA, CITY OF	5186-09	Replace WM on Pease St	WC	Eau Claire	Cassidy	Cameron	1,549	\$ 45,811	33%	\$ 870,585	\$ 870,585	185	55%	\$ -	\$ -	\$ -
51.5	19.5	32	BASE	BLOOMINGTON, VILLAGE OF	5065-05	Replace WM on Wall St.	SC	Grant	Patek	Zettl	743	\$ 57,875	55%	\$ 2,438,400	\$ 2,438,400	130	35%	\$ -	\$ -	\$ -
51.5	19.5	32	BASE	DICKEYVILLE, VILLAGE OF	4794-08	Replace WMs on N. Center and S. Center Sts.	SC	Grant	Boelkow	Zettl	1,067	\$ 57,500	55%	\$ 384,197	\$ 384,197	130	35%	\$ -	\$ -	\$ -
51	9	42	BASE	KEWASKUM, VILLAGE OF	5548-02	Replace Watermain on USH 45	SE	Washington	Mills	Binder	4,371	\$ 66,609	55%	\$ 2,747,640	\$ 2,747,640	60	10%	\$ -	\$ -	\$ -
50.25	8.25	42	BASE	ELLSWORTH, VILLAGE OF	5283-11	Replace WM on Grant St, Piety St, Woodworth St, Strickland Ave	WC	Pierce	Patek	Andruczyk	3,332	\$ 74,821	55%	\$ 3,700,595	\$ 3,700,595	55	0%	\$ -	\$ -	\$ -
50.25	26.25	24	BASE	RANDOLPH, VILLAGE OF	4888-07	Replace WMs along 1st, 2nd, Center, and Grove Sts.	SC	Dodge	Jimenez	Zettl	1,787	\$ 53,098	33%	\$ 1,118,630	\$ 1,118,630	175	50%	\$ -	\$ -	\$ -
50	9	41	BASE	BEAVER DAM, CITY OF ¹	4764-10	Replace Watermain on Front St, Beaver St and West St	SC	Dodge	Surillo	Zettl	16,727	\$ 59,296	55%	\$ 1,410,992	\$ 1,410,992	60	10%	\$ -	\$ -	\$ -
50	15	35	BASE	ST. CROIX FALLS, CITY OF	5430-12	Replace Booster Station	NO	Polk	Calhoon	Andruczyk	2,222	\$ 58,192	55%	\$ 2,299,143	\$ 2,299,143	100	25%	\$ -	\$ -	\$ -
49.75	3.75	46	BASE	ELKHORN, CITY OF	5525-08	Replace Water Main - Wright St	SE	Walworth	Mills	Binder	10,317	\$ 68,339	55%	\$ 353,623	\$ 353,623	25	0%	\$ -	\$ -	\$ -
49.75	3.75	46	BASE	MADISON, CITY OF ¹	4837-11	Well #12 and #26 Booster Pump Replacement	SC	Dane	Leizinger	Zettl	279,012	\$ 70,466	55%	\$ 330,000	\$ 330,000	25	0%	\$ -	\$ -	\$ -
49.75	3.75	46	BASE	MADISON, CITY OF ¹	4837-07	Replace WMs at multiple locations	SC	Dane	Leizinger	Zettl	279,012	\$ 70,466	55%	\$ 3,395,000	\$ 3,395,000	25	0%	\$ -	\$ -	\$ -
48	18	30	LSL	DRESSER, VILLAGE OF ¹	4796-05	BIL SFY24 LSL Program	NO	Polk	Jimenez	Andruczyk	940	\$ 64,545	LSL RATE	\$ 257,088	\$ 213,198	120	30%	\$ 43,890	\$ -	\$ 43,890
47.75	27.75	20	BASE	AUGUSTA, CITY OF	5186-12	Well No. 9 Sewer Lining	WC	Eau Claire	Cassidy	Cameron	1,549	\$ 45,811	33%	\$ 870,585	\$ 870,585	185	55%	\$ -	\$ -	\$ -
47	18	29	BASE	DRESSER, VILLAGE OF	4796-06	Replace WMs on 1st and 2nd Streets	NO	Polk	Jimenez	Andruczyk	940	\$ 64,545	55%	\$ 1,108,821	\$ 1,108,821	120	30%	\$ -	\$ -	\$ -
46.5	13.5	33	BASE	WAUSAU, CITY OF ¹	4930-21	Construct Watermain on Stettin Dr to Stewart Park	WC	Marathon	Brietzman	Andruczyk	40,199	\$ 53,800	55%	\$ 239,916	\$ 239,916	90	20%	\$ -	\$ -	\$ -
46	9	37	BASE	BEAVER DAM, CITY OF ¹	4764-11	Replace Watermain on Currie St	SC	Dodge	Surillo	Zettl	16,727	\$ 59,296	55%	\$ 837,211	\$ 837,211	60	10%	\$ -	\$ -	\$ -
45.75	3.75	42	BASE	MADISON, CITY OF ¹	4837-10	Well 12 Booster Pumps/ Pressure Zone 7/8 Transfer Vault	SC	Dane	Leizinger	Zettl	279,012	\$ 70,466	55%	\$ 400,000	\$ 400,000	25	0%	\$ -	\$ -	\$ -
45.25	11.25	34	BASE	EDGERTON, CITY OF	4800-03	Replace WMs on S Main St	SC	Rock	Surillo	Zettl	5,997	\$ 68,900	55%	\$ 330,882	\$ 330,882	75	15%	\$ -	\$ -	\$ -
43	18	25	BASE	ORFORDVILLE, VILLAGE OF	5488-04	Rehab/Paint Water Tower	SC	Rock	Balگوoyen	Zettl	1,494	\$ 57,721	55%	\$ 537,500	\$ 537,500	120	30%	\$ -	\$ -	\$ -
42.75	12.75	30	BASE	CASCADE, VILLAGE OF	5281-05	Replace Water Meters	SE	Sheboygan	Calhoon	Binder	726	\$ 81,429	55%	\$ 285,350	\$ 285,350	85	20%	\$ -	\$ -	\$ -
42.5	13.5	29	BASE	WAUSAU, CITY OF ¹	4930-15	Replace Watermains on Eau Claire Blvd	WC	Marathon	Brietzman	Andruczyk	40,199	\$ 53,800	55%	\$ 1,041,673	\$ 1,041,673	90	20%	\$ -	\$ -	\$ -
41.75	21.75	20	BASE	BIRCHWOOD, VILLAGE OF	5478-06	Elevated Tank Repairs	NO	Washburn	Jimenez	Andruczyk	402	\$ 54,063	55%	\$ 691,454	\$ 691,454	145	40%	\$ -	\$ -	\$ -
41	21	20	BASE	BLACK CREEK, VILLAGE OF	5328-03	Replace WMs on S Main St	NE	Outagamie	Pope	Hannes	1,353	\$ 58,947	55%	\$ 1,418,755	\$ 1,418,755	140	40%	\$ -	\$ -	\$ -
40.25	11.25	29	BASE	BLACK EARTH, VILLAGE OF	5484-02	Replace Aged 6" WMs w/ Larger Ductile Iron; Replace Services	SC	Dane	Bushby	Zettl	1,551	\$ 68,654	55%	\$ 1,498,400	\$ 1,498,400	75	15%	\$ -	\$ -	\$ -
40	12	28	BASE	MAYVILLE, CITY OF	5443-12	Replace WMs on Alley Street; Looping Main	SC	Dodge	Surillo	Zettl	5,211	\$ 59,445	55%	\$ 258,054	\$ 258,054	80	20%	\$ -	\$ -	\$ -
39.75	15.75	24	BASE	THERESA, VILLAGE OF	5655-02	Replace Watermains on Mayville St	SC	Dodge	Leja	Zettl	1,260	\$ 63,109	55%	\$ 621,401	\$ 621,401	105	25%	\$ -	\$ -	\$ -
39	9	30	BASE	BALDWIN, VILLAGE OF	5384-08	Rehab North Water Tower	WC	St. Croix	Higgins	Cameron	4,356	\$ 72,832	55%	\$ 1,233,350	\$ 1,233,350	60	10%	\$ -	\$ -	\$ -
38	15	23	BASE	PLAIN, VILLAGE OF	5286-03	Replace Watermains on Cedar St	SC	Sauk	Bushby	Zettl	748	\$ 74,485	55%	\$ 594,800	\$ 594,800	100	25%	\$ -	\$ -	\$ -
36	12	24	BASE	MAYVILLE, CITY OF	5443-13	Reroute WM to CTH V from N Main St	SC	Dodge	Surillo	Zettl	5,211	\$ 59,445	55%	\$ 170,869	\$ 170,869	80	20%	\$ -	\$ -	\$ -
32	12	20	BASE	NEW HOLSTEIN, CITY OF	5366-08	Replace Watermains on Wisconsin Ave	NE	Calumet	Pope	Hannes	3,177	\$ 55,914	55%	\$ 847,595	\$ 847,595	80	20%	\$ -	\$ -	\$ -
30.5	10.5	20	BASE	ARLINGTON, VILLAGE OF	4758-12	Rehabilitate Water Tower	SC	Columbia	Boelkow	Zettl	846	\$ 104,000	55%	\$ 934,500	\$ 934,500	70	15%	\$ -	\$ -	\$ -
30.5	1.5	29	BASE	WINDSOR, VILLAGE OF	5649-01	Replace Watermain System Wide	SC	Dane	Leizinger	Zettl	9,305	\$ 104,179	55%	\$ 1,450,010	\$ 1,450,010	10	0%	\$ -	\$ -	\$ -
25.5	10.5	15	BASE	MAZOMANIE, VILLAGE OF	4948-02	Replace WM on Hudson St.	SC	Dane	Bushby	Zettl	1,790	\$ 77,708	55%	\$ 1,472,600	\$ 1,472,600	70	15%	\$ -	\$ -	\$ -
18	3	15	BASE	MUKWONAGO, VILLAGE OF	4854-04	North Tank Repainting	SE	Waukesha	Jimenez	Binder	8,384	\$ 84,965	55%	\$ 1,050,848	\$ 1,050,848	20	0%	\$ -	\$ -	\$ -
TOTALS														\$ 381,522,790	\$ 284,545,988			\$ 69,907,340	\$ 27,069,463	\$ 96,976,803

SDWLP SFY 2024 FINAL FUNDING LIST
Updated February 28, 2024

SUPPLEMENTAL APPLICATIONS-- Submitted after 06/30/23; not eligible for PF

Submitted Date	Program	Municipality	Project Number	Project Description	Region	County	Project Manager	CME	Population	MHI (<\$53,664)	Subsidized Loan Rate ⁵	Requested Project Costs	Estimated Loan Amount	Eligible PF %	BIL-EC and BIL-LSL PF Estimate	General PF Estimate	Total Estimated PF
07/03/23	BASE	PORT WASHINGTON, CITY OF	4883-03	Upgrade Water Treatment Plant	SE	Ozaukee	Cassidy	Binder	12,853	\$ 70,333	55%	\$ 20,122,241	\$ 20,122,241	0%	\$ -	\$ -	\$ -
09/26/23	LSL	OCONOMOWOC, CITY OF ¹	5452-09	BIL SFY24 LSL PROGRAM-- Oakwood Ave and Grove St Census Tract	SE	Waukesha	Brietzman	Binder	18,485	\$ 95,914	LSL RATE	\$ 315,000	\$ 315,000	0%	\$ -	\$ -	\$ -
01/04/24	BASE	OCONOMOWOC, CITY OF ¹	5452-04	Construct Well #8; Abandon Wells #1 and #2	SE	Waukesha	Brietzman	Binder	18,485	\$ 95,914	55%	\$ 6,000,000	\$ 6,000,000	0%	\$ -	\$ -	\$ -
01/30/24	BASE	OCONOMOWOC, CITY OF ¹	5452-07	Replace WM on Concord Rd	SE	Waukesha	Brietzman	Binder	18,485	\$ 95,914	55%	\$ 1,901,046	\$ 1,901,046	0%	\$ -	\$ -	\$ -
TOTALS												\$ 28,338,287	\$ 28,338,287		\$ -	\$ -	\$ -

Wis. Stats 281.61 (8)(b) mandates that in any biennium, no applicant may receive more than 25% of the amount of financial assistance planned to be provided for projects for that biennium. For the 2023-2025 biennium, the 25% limit is \$55,600,000. The Safe Drinking Water Act (SDWA) requires 15% of available funds to be allocated to systems serving a population of less than 10,000. This funding list allocates 63.6% of available funds to these systems.

¹ Designated as a Federal Equivalency project.

² Municipalities allocated \$1,600,000 in general PF; the maximum PF amount allowed for a single municipality.

³ Financial Need Points are calculated at 15% of the PF points that are awarded in the "Total PF Points" column.

⁴ Project Points represent the number of priority points that were calculated through the PERF score. This score now excludes any points based off of financial need.

⁵ The LSL interest rate is not tied to the current market interest rate, and is instead set at 0.25%

⁶ The BIL Principal Forgiveness column represents the amount of PF an applicant has been allocated through either the BIL--Emerging Contaminants Program or the BIL--Lead Service Line Program

⁷ Project is last on the funding list to be allocated principal forgiveness. Project is allocated the remaining PF amount and may be eligible to receive more PF if it becomes available.

⁸ Phased project that hit the PF cap in a previous fiscal year

SDWLP SFY 2024 BIL-LSL FUNDING LIST

December 15, 2023

(These projects are also listed on the primary funding list on pages 1 to 3; they are listed here with more detailed information)

WI MHI = \$67,080																	Total BIL-LSL PF Available = \$65,263,858																
LSL Priority Score ³	Municipality	Project Number	Project Description	Project Manager	CME	Total Requested Costs in Application	Subsidized Loan Rate	Estimated Loan Amount	Private Side				Remaining Costs				General PF Estimate	Total PF Awarded															
									Requested Private Side Project Costs	Total PF Points	Eligible PF % ⁴	Private Side PF Estimate	Requested Remaining Project Costs	Total PF Points	Eligible PF % ⁵	Remaining Costs PF Estimate																	
299	GREEN BAY, CITY OF ¹	5331-31	Census Tract	Leja	Hannes	\$ 550,000	0.25%	\$ -	\$550,000	150	100%	\$ 550,000	\$ -	90	20%	\$ -	\$ 550,000																
291	EDGERTON, CITY OF ¹	4800-08	Municipal	Surillo	Zettl	\$ 2,143,097	0.25%	\$ 1,743,114	\$785,180	55	25%	\$ 196,295	\$ 1,357,917	75	15%	\$ 203,688	\$ 399,983																
290	MANITOWOC, CITY OF ¹	5191-18	Census Tracts 5 & 7	Cassidy	Hannes	\$ 1,360,000	0.25%	\$ 680,000	\$1,360,000	70	50%	\$ 680,000	\$ -	80	20%	\$ -	\$ 680,000																
288	MILWAUKEE, CITY OF ¹	4851-45	Census Tract	Atkinson	Binder	\$ 10,400,000	0.25%	\$ 2,373,750	\$5,125,000	230	100%	\$ 5,125,000	\$ 5,275,000	195	55%	\$ 2,901,250	\$ 8,026,250																
284	APPLETON, CITY OF ¹	4755-05	Census Tract	Cassidy	Hannes	\$ 611,302	0.25%	\$ -	\$611,302	220	100%	\$ 611,302	\$ -	170	50%	\$ -	\$ 611,302																
283	ASHLAND, CITY OF ¹	4759-28	Census Tract	Sweeney	Andruczyk	\$ 108,884	0.25%	\$ -	\$108,884	210	100%	\$ 108,884	\$ -	165	45%	\$ -	\$ 108,884																
272	WAUSAU, CITY OF ¹	4930-14	Census Tract	Brietzman	Andruczyk	\$ 5,790,028	0.25%	\$ 2,148,950	\$4,514,676	115	75%	\$ 3,386,007	\$ 1,275,352	90	20%	\$ 255,071	\$ 3,641,078																
270	ELKHORN, CITY OF ¹	5525-05	Census Tract	Mills	Binder	\$ 211,291	0.25%	\$ 178,237	\$66,108	80	50%	\$ 33,054	\$ 145,183	25	0%	\$ -	\$ 33,054																
269	RACINE, CITY OF ¹	4887-16	Municipal	Boltho	Binder	\$ 3,275,000	0.25%	\$ 969,375	\$1,512,500	160	100%	\$ 1,512,500	\$ 1,762,500	160	45%	\$ 793,125	\$ 2,305,625																
268	KENOSHA, CITY OF ¹	4825-08	Census Tracts 9, 10, 11, 12, 16 & 18	Brietzman	Binder	\$ 2,640,000	0.25%	\$ -	\$2,640,000	220	100%	\$ 2,640,000	\$ -	80	20%	\$ -	\$ 2,640,000																
266	MANITOWOC, CITY OF ¹	5191-17	Census Tracts 6 & 8	Cassidy	Hannes	\$ 4,208,000	0.25%	\$ 1,052,000	\$4,208,000	120	75%	\$ 3,156,000	\$ -	80	20%	\$ -	\$ 3,156,000																
266	PLATTEVILLE, CITY OF ¹	4881-10	Municipal	Surillo	Zettl	\$ 125,400	0.25%	\$ 31,350	\$125,400	115	75%	\$ 94,050	\$ -	115	30%	\$ -	\$ 94,050																
259	MILWAUKEE, CITY OF ^{1,2}	4851-43	Municipal	Atkinson	Binder	\$ 19,697,010	0.25%	\$ 10,618,725	\$8,078,285	195	100%	\$ 8,078,285	\$ 11,618,725	195	55%	\$ 1,000,000	\$ 9,078,285																
258	MANITOWOC, CITY OF ¹	5191-16	Census Tracts 4, 5 7 & 8	Cassidy	Hannes	\$ 4,450,000	0.25%	\$ -	\$4,450,000	200	100%	\$ 4,450,000	\$ -	80	20%	\$ -	\$ 4,450,000																
254	TWO RIVERS, CITY OF ¹	4920-49	Municipal	Aerts	Hannes	\$ 1,613,000	0.25%	\$ 1,212,100	\$1,589,500	60	25%	\$ 397,375	\$ 23,500	60	10%	\$ -	\$ 400,900																
250	JANESVILLE, CITY OF ¹	5119-08	Census Tract	Leja	Zettl	\$ 1,100,000	0.25%	\$ 275,000	\$1,100,000	110	75%	\$ 825,000	\$ -	55	0%	\$ -	\$ 825,000																
249	BARABOO, CITY OF ¹	4762-05	Municipal	Aerts	Zettl	\$ 1,000,001	0.25%	\$ 796,501	\$814,000	50	25%	\$ 203,500	\$ 186,001	50	0%	\$ -	\$ 203,500																
249	NEW LONDON, CITY OF ¹	5564-04	Municipal	Patek	Hannes	\$ 395,150	0.25%	\$ 261,485	\$75,600	100	50%	\$ 37,800	\$ 319,550	120	30%	\$ -	\$ 95,865																
244	OSHKOSH, CITY OF ¹	4874-15	Municipal	Mills	Hannes	\$ 1,099,500	0.25%	\$ 551,500	\$1,094,500	80	50%	\$ 547,250	\$ 5,000	70	15%	\$ -	\$ 750																
242	BEAVER DAM, CITY OF ¹	4764-12	Municipal	Surillo	Zettl	\$ 925,010	0.25%	\$ 757,509	\$500,000	60	25%	\$ 125,000	\$ 425,010	60	10%	\$ -	\$ 42,501																
242	SPOONER, CITY OF ¹	4911-09	Municipal	Higgins	Andruczyk	\$ 460,000	0.25%	\$ 187,765	\$247,500	180	100%	\$ 247,500	\$ 212,500	220	60%	\$ -	\$ 24,735																
242	VIROQUA, CITY OF ¹	5168-13	Municipal	Boltho	Cameron	\$ 250,000	0.25%	\$ 67,900	\$232,000	130	75%	\$ 174,000	\$ 18,000	160	45%	\$ -	\$ 8,100																
241	ANTIGO, CITY OF ¹	4754-14	Municipal	Brietzman	Andruczyk	\$ 275,000	0.25%	\$ -	\$275,000	140	100%	\$ 275,000	\$ -	170	50%	\$ -	\$ 275,000																
239	BELOIT, CITY OF ¹	5471-05	Municipal	Leja	Zettl	\$ 1,100,000	0.25%	\$ -	\$1,100,000	135	100%	\$ 1,100,000	\$ -	135	35%	\$ -	\$ 1,100,000																
236	SHEBOYGAN, CITY OF ¹	4901-11	Census Tract	Boltho	Binder	\$ 1,646,375	0.25%	\$ 411,593	\$1,646,375	130	75%	\$ 1,234,782	\$ -	80	20%	\$ -	\$ 1,234,782																
235	LADYSMITH, CITY OF ¹	5369-20	Municipal	Pope	Andruczyk	\$ 262,615	0.25%	\$ 170,875	\$91,740	145	100%	\$ 91,740	\$ 170,875	175	50%	\$ -	\$ 91,740																
235	SOUTH MILWAUKEE, CITY OF ¹	4907-07	Census Tracts 1702, 1705 & 1706	Aerts	Binder	\$ 1,129,250	0.25%	\$ 658,825	\$550,000	110	75%	\$ 412,500	\$ 579,250	65	10%	\$ -	\$ 57,925																
234	KAUKAUNA, CITY OF ¹	5120-14	Census Tract 123	Cassidy	Hannes	\$ 28,881	0.25%	\$ 26,570	\$9,242	55	25%	\$ 2,311	\$ 19,639	25	0%	\$ -	\$ 2,311																
229	WEYAUWEGA, CITY OF ¹	4936-03	Municipal	Jimenez	Hannes	\$ 47,400	0.25%	\$ 37,538	\$19,724	100	50%	\$ 9,862	\$ 27,676	150	40%	\$ -	\$ 9,862																
225	CUDAHY, CITY OF ¹	4790-05	Municipal	Higgins	Binder	\$ 63,000	0.25%	\$ 31,500	\$63,000	65	50%	\$ 31,500	\$ -	65	10%	\$ -	\$ 31,500																
216	WASHBURN, CITY OF ¹	4947-03	Municipal	Pope	Andruczyk	\$ 286,600	0.25%	\$ 82,050	\$245,000	125	75%	\$ 183,750	\$ 41,600	165	45%	\$ -	\$ 20,800																
214	DRESSER, VILLAGE OF ¹	4796-05	Municipal	Jimenez	Andruczyk	\$ 257,088	0.25%	\$ 213,198	\$175,560	50	25%	\$ 43,890	\$ 81,528	120	30%	\$ -	\$ 43,890																
210	CHIPPEWA FALLS, CITY OF ¹	4783-04	Municipal	Boltho	Cameron	\$ 1,404,000	0.25%	\$ 381,375	\$1,336,500	110	75%	\$ 1,002,375	\$ 67,500	120	30%	\$ -	\$ 20,250																
210	EVANSVILLE, CITY OF ¹	4803-07	Municipal	Patek	Zettl	\$ 698,000	0.25%	\$ 698,000	\$447,500	15	0%	\$ -	\$ 250,500	35	0%	\$ -	\$ -																
210	KAUKAUNA, CITY OF ¹	5120-10	Census Tract 122	Cassidy	Hannes	\$ 363,659	0.25%	\$ 147,576	\$216,083	145	100%	\$ 216,083	\$ 147,576	25	0%	\$ -	\$ 216,083																
210	MONTREAL, CITY OF ¹	5621-04	Municipal	Patek	Andruczyk	\$ 175,000	0.25%	\$ 60,750	\$90,000	125	75%	\$ 67,500	\$ 85,000	105	25%	\$ -	\$ 46,750																
206	SOUTH MILWAUKEE, CITY OF ¹	4907-05	Census Tracts 1701, 1703 & 1707	Aerts	Binder	\$ 1,129,250	0.25%	\$ 933,825	\$550,000	50	25%	\$ 137,500	\$ 579,250	65	10%	\$ -	\$ 57,925																
204	OCONOMOWOC, CITY OF ¹	5452-08	Census Tracts	Brietzman	Binder	\$ 1,496,250	0.25%	\$ 1,496,250	\$675,000	20	0%	\$ -	\$ 821,250	0	0%	\$ -	\$ -																
201	WAUPACA, CITY OF ¹	4929-08	Municipal	Surillo	Hannes	\$ 267,025	0.25%	\$ 133,512	\$267,025	100	50%	\$ 133,513	\$ -	120	30%	\$ -	\$ 133,513																
193	CEDARBURG, CITY OF ¹	5628-02	Municipal	Brietzman	Binder	\$ 970,600	0.25%	\$ 970,600	\$460,600	10	0%	\$ -	\$ 510,000	5	0%	\$ -	\$ -																
190	OMRO, CITY OF ¹	5091-16	Municipal	Boelkow	Hannes	\$ 43,894	0.25%	\$ 35,146	\$21,630	40	25%	\$ 5,408	\$ 22,264	70	15%	\$ -	\$ 3,340																
189	SCHOFIELD, CITY OF ¹	5565-04	Municipal	Mills	Andruczyk	\$ 84,000	0.25%	\$ 63,000	\$84,000	60	25%	\$ 21,000	\$ -	100	25%	\$ -	\$ 21,000																
						\$ 74,140,560	TOTALS	\$ 30,457,444	\$ 48,112,414			\$ 38,147,516	\$ 26,028,146		\$ 5,153,134	\$ 382,466	\$ 43,683,116																
SUPPLEMENTAL APPLICATIONS																																	
9/26/2023	OCONOMOWOC, CITY OF ¹	5452-09	Census Tracts--Oakwood & Grove	Brietzman	Binder	\$ 315,000	0.25%				0%	\$ -		0%	\$ -	\$ -	\$ -																

¹ Designated as a Federal Equivalency project.

² Project is the last one on the funding list to be allocated principal forgiveness for costs other than private-side replacements. Project is allocated the remaining PF amount and may be eligible to receive more PF if it becomes available.

³ The LSL Priority Score is based off of the scoring outlined in the LSL-Specific PERF, and is outlined on page 20 of the SFY24 SDWLP Intended Use Plan

⁴ Private-side principal forgiveness is calculated per the method described in the LSL amendment to the SFY24 SDWLP Intended Use Plan

⁵ Public-side principal forgiveness is calculated in a similar manner as general principal forgiveness, as described on page 14 of the SFY24 SDWLP Intended Use Plan

SDWLP SFY 2024 BIL-EMERGING CONTAMINANTS FUNDING LIST

December 15, 2023

(These projects are also listed on the primary funding list on pages 1 to 3; they are listed here with more detailed information)

WI MHI = \$67,080 Total EC PF Available = \$42,520,046																													
Priority Score	Financial Need Points ⁴	Project Points ⁵	Municipality	Project Number	Project Description	Region	County	Project Manager	CME	Population	MHI (<\$53,664)	Requested Project Costs	Subsidized Loan Rate	Estimated Loan Amount	Eligible PF % ⁶	BIL-EC PF Estimate	General PF Estimate	Total Estimated PF											
264.4	142.5	121.9	ADAMS, CITY OF ¹	5310-05	Treat Well #4 for PFAS	WC	Adams	Balگووین	Cameron	1,755	\$ 34,635	5,202,600	33%	\$ 1,820,910	65%	\$ 3,381,690	\$ -	\$ 3,381,690											
179.3	17.5	161.8	RIB MOUNTAIN SD ^{1,2}	5590-05	Install Permanent Treatment for PFAS, Iron and Manganese	WC	Marathon	surillo	Andruczyk	7,346	\$ 69,882	14,711,850	55%	\$ 11,211,850	50%	\$ 3,500,000	\$ -	\$ 3,500,000											
166.4	45	121.4	WAUSAU, CITY OF ^{1,2,3}	4930-19	Construct GAC Treatment System for PFAS	WC	Marathon	Atkinson	Andruczyk	40,199	\$ 53,800	17,400,938	55%	\$ 12,300,938	50%	\$ 3,500,000	\$ 1,600,000	\$ 5,100,000											
166.4	45	121.4	WAUSAU, CITY OF ^{1,2,3}	4930-20	Interim Treatment for PFAS	WC	Marathon	Atkinson	Andruczyk	40,199	\$ 53,800	1,767,178	55%	\$ 1,767,178	50%	\$ -	\$ -	\$ -											
150.5	10	140.5	WESTON, VILLAGE OF ¹	4935-04	Treat Well #4 for PFAS	WC	Marathon	Cassidy	Andruczyk	15,809	\$ 73,129	6,348,998	55%	\$ 3,174,499	50%	\$ 3,174,499	\$ -	\$ 3,174,499											
136.5	12.5	124	ROTHSCHILD, VILLAGE OF ^{1,2}	4896-13	Construct Treatment Facility for PFAS	WC	Marathon	Atkinson	Andruczyk	5,581	\$ 77,917	8,453,699	55%	\$ 4,953,699	50%	\$ 3,500,000	\$ -	\$ 3,500,000											
116.5	12.5	104	MADISON, CITY OF ¹	4837-09	Treat Well #15 for PFAS	SC	Dane	Leizinger	Zettl	279,012	\$ 70,466	5,900,000	55%	\$ 2,950,000	50%	\$ 2,950,000	\$ -	\$ 2,950,000											
112.4	25	87.4	EAU CLAIRE, CITY OF ^{1,2}	5449-09	Treat PFAS at WTP	WC	Eau Claire	Balگووین	Cameron	70,587	\$ 60,562	26,145,700	55%	\$ 22,645,700	50%	\$ 3,500,000	\$ -	\$ 3,500,000											
77.3	15	62.3	WEST BEND, CITY OF ¹	5386-05	Treat Wells #4, #11 and #12 for PFAS	SE	Washington	Atkinson	Binder	32,067	\$ 66,980	6,201,001	55%	\$ 3,100,500	50%	\$ 3,100,501	\$ -	\$ 3,100,501											
TOTALS																													
												\$	92,131,964	\$	63,925,274	\$	26,606,690	\$	1,600,000	\$	28,206,690								

¹ Designated as a Federal Equivalency project.

² Municipalities allocated \$3,500,000 in PF - the maximum PF amount allowed for a single municipality.

³ Project will be funded through BIL EC-SDC funding

⁴ Financial Need Points are calculated at 50% of the PF points awarded in the Total PF Points column.

⁵ Project Points represent the number of priority points that were calculated through the PERF score. This score now excludes any points based off of financial need.

⁶ SFY24 emerging contaminants applicants qualify for principal forgiveness at a rate equivalent to the applicant's general PF percentage, or a flat rate of 50% principal forgiveness, whichever is higher



CITY OF APPLETON

MEMORANDUM

Date: April 29, 2024
To: Utilities Committee
From: Nate Loper, Deputy Director of Public Works
Subject: Sole source award to Badger Meter for water leak monitoring system

The Department of Public Works recommends awarding the water leak monitoring system to Badger Meter, in amount not to exceed the approved budget amount of \$90,000.

- \$60,000 in account 5353.632700 (devices)
- \$20,000 in account 5353.640800 (contractor fees)
- \$10,000 in account 5351.624200 (software)

Wisconsin Public Service Commission (PSC) Standard 185.85 requires water utilities to develop a water loss control plan if the non-revenue (water loss) is found to be over 15% on the annual water audit. If the Utility exceeds the 15% threshold for over 3 years, the PSC may require a citywide leak detection survey. Failing to satisfy the PSC could result in other measures, such as being required to test and/or replace our water meters every 10 years vs. the previously approved 20-year cycle we are currently approved for. Here are the non-revenue water percentages from the past 5 years.

- 2023 21.0%
- 2022 24.2%
- 2021 22.8%
- 2020 19.9%
- 2019 19.0%

Most water main breaks begin as small leaks, and many go undetected until they eventually get large enough to become visible above the surface. To proactively identify and stop leaks, Badger Syrinix is proposing we install 10 permanently installed devices on critical mains, strategically placed throughout the entire distribution system. In conjunction with this, they recommend utilizing their portable, hydrant mounted devices to take a more targeted approach within various pocket neighborhoods. This system will monitor our distribution network 24/7/365 and will also provide alerts when something has changed. The longer these devices are in place, the better they understand our system and the more accurate the alerts become (like a Nest thermostat in a home). Another very important factor (and reason why Badger Syrinix stands out from the competition) is they have hydraulic analysts on staff that monitor our data, help us understand it, and make recommendations to us to ensure we are getting the most from our system.

During our research phase we did find some alternatives to Badger Syrinix, but none that came close in overall performance and support, and cost was comparable across the board. One option is to hire a company that sets up temporary devices and then reports back with their findings. The biggest downside to this is that we only get a small snapshot in time (few weeks) and the rest of the year our system is not monitored. Another option is to place devices at meters within private buildings, but these units are not as useful since they are installed on a small diameter service and not directly on our mains. Also, most of the other leak detection companies are much smaller, or they work with a third-party company to provide this service.

Another factor in selecting Badger Meter is the strong, long-standing relationship we have with them. They are headquartered in Wisconsin, have been a leader in the metering industry for over a century and their public stock history indicates this isn't changing anytime soon. Badger has earned our respect over the years by partnering with us to solve problems. One example is with our large Sensus meters that were not metering accurately (from a competitor) and they worked with Sensus to ensure the Badger meters would be compatible with our existing Sensus reading system, so we could maintain one billing system instead of two. After all this was confirmed, they sold us meters that were more accurate, at a significant cost savings, and they are still performing as advertised. Badger also brought in their corporate team from across the United States to listen to our water loss concerns and help identify solutions. Together we came up with pages of action steps to reduce our water loss, and they never tried to sell us on their leak detection system; just simply shared they have something if/when we are ready for it. All this advice/consulting was done at no cost to the Utility.

To help us move the needle towards reduced water loss and comply with PSC regulations, we request a sole source purchase with Badger Meter for the Syrinix leak monitoring system, in an amount not to exceed \$90,000.

Thank you for your consideration.



SOLE SOURCE REQUEST

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

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

Badger Meter has partnered well with the City and can be relied on for their expertise, knowledge, and performance. They've successfully addressed concerns and identified solutions, making them best suited to provide the most cost-effective water leak monitoring system.

PROPOSED DETAILS
Requesting dept: Public Works
Product/service: Syrinix leak monitoring system
Vendor name: Badger Meter
Total cost: Project not to exceed the approved budget \$90,000

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

Jenifer Huss
Purchasing Manager

5/01/2024
Date



A Proposal for
CITY OF APPLETON

for the supply of
PipeMinder-One Internal
Monitoring Solution

Technology Overview

Thank you for your interest in this Syrinix solution. As you will see, Syrinix’s focus is on providing high resolution insights to allow users to optimize their activities, with advanced customizable data filtering functionality also incorporated.

Pressure surges, or transients, in pipelines are a contributing factor for network strain and resulting failures. By identifying the source of these transients, Syrinix promotes 'calming of the network' to reduce leaks and breaks and reduce any operational inefficiencies. Syrinix PIPEMINDER ONE devices are deployed in optimal areas of the system to conduct high-resolution pressure monitoring to locate transient sources.

The devices measure pressure at 128 samples per second (constantly) and summarize this into a 1-minute timeseries dataset containing minimum, mean and maximum pressures. This allows transients to be captured and also provides useful insights into overall pressure trends in the system.

Transmission of high sample rate (128 sample/second) transient data is triggered by a significant pressure change, measured by the Syrinix Severity Score (S3). Calculated every minute, the S3 score is a measure of pressure transient activity calculated within the device itself. Large changes which happen quickly result in a high score, and small changes over a longer period result in a lower score. Continuously stable pressure results in a score of zero. S3 is a broad measure of transient severity and is related to the energy of the transient event and potential damage to the pipe.

Designed to be installed on supply pipelines of all diameters for permanent or temporary monitoring, this innovative solution provides network operators with the tools they need to minimize risk, save time, reduce operational costs and dramatically improve the resilience and life of assets. PIPEMINDER ONE provides:

Automated alerts including location	Immediate notification of a burst including* its location and size estimate to reduce response times and save money.
High resolution pressure data for network calming	Always-on 128 samples per second with precision timing auto-maintained without GPS identifying a broad range of damaging pressure events and their causes.*
Easy Total / Static Head analysis	Review events on a standardized basis without distortions from total head differences.
Sophisticated “zone”/ “threshold” alerting	Configurable for individual data feeds including immediate alerts to notify users when an upper/ lower threshold (e.g. pressure, water quality) is breached.
Automated status alerts and remote upgrading	View, manage and update units easily and remotely.
7-day diurnal reporting	Compare pressures against a rolling 7-day average with automated alerts for deviations e.g. due to leakage.

With data and alerts displayed via the RADAR user platform, PIPEMINDER ONE units can also be connected to:

- water quality sensors;
- flow meters; and
- other third party data sources.

With its extensive data export/import functionality, PIPEMINDER ONE units can also be linked to SCADA platforms to show corresponding pump/valve event displays via RADAR and/or to provide notifications to SCADA.

PEMINDER ONE has been designed for flexibility and longevity, with rechargeable batteries and alternative battery options available, antenna options and over the air remote firmware upgrades to ensure that, once deployed, units can remain in-situ.

RADAR

Paired with RADAR, Syrinix’s secure cloud-based platform, PIPEMINDER ONE reporting has been designed to focus on key information while avoiding data-overload for users by transmitting:

- immediate notifications of potentially damaging events, with high resolution data immediately uploaded for user viewing from the period before, during and after the event;
-
- up to 96x daily uploads of the maximum, minimum and mean pressures and maximum S3 score (for each 1-minute or 15-minute period as required) all calculated from the pressure continuously recorded at 128 samples/second.

The RADAR system also allows for the full interactive management of devices including remote configuration, location tracking via Google Maps, multi-unit visualization, status alerts and updates, and advanced data analysis.

Powerful highly intuitive “RADAR” user interface

See what you want and need in detail without lengthy training and roll-out programs.

Third party data import and display

Easily import third-party data into RADAR for a “single screen view” including water quality, pressure, flow and SCADA pump / valve status changes

Configurable automated filtering and alerts

Avoid data-overload and focus easily on what you need to with customizable alerts to highlight when important changes occur.

Secure cloud-based platform

See what you need to see from wherever you need to see it, auto-scaled for your device.

Customer API and simple data integration / export tools

Easily integrate your network data with simple to use tools and APIs for importing and exporting data sets and alarms.

Advanced GIS and Google Maps integration

Including street and satellite views and GIS overlay options to see your network as it actually is.

Technical

General

Functions	<ul style="list-style-type: none"> • Real time pressure transient monitoring • Burst event data (in conjunction with Flow meter) • Analytic functions when used with Syrinix RADAR
Interface (Via RADAR)	<ul style="list-style-type: none"> • Web based tools including viewing live/historic data and device configuration • Remote managed alerts (SMS, Email) • SCADA integration with API (optional, chargeable) • FTP push (optional, chargeable)
SIM Card	<ul style="list-style-type: none"> • Integral eSIM • Mini-SIM back up available
Cellular	<ul style="list-style-type: none"> • 4G Cat1 LTE Worldwide • 3G/2G Fallback
Sample rates	<ul style="list-style-type: none"> • Pressure 128S/s • Up to 96x daily summary reporting of minimum, maximum and mean pressures, and maximum S3 score, over 1 minute or 15 minute periods
Pressure Transducer Type	Internal
Pressure Range	0-300 psi absolute range, ±0.25% accuracy
Pressure accuracy	0.25%
Temperature Range	-4°F to +140°F (see frost protection below)
Connection	<ul style="list-style-type: none"> • 21KA male connection with ¼" NPT adapter (see frost protection below). • Adaptors can be provided on request. • NB use single hose only, not multiple, to reduce attenuation.

Control Unit

Enclosure	Housing: Acetal
Dimensions	105mm x 40mm / 4.1in x 1.6in
Weight	0.4kg / 0.8lbs
Environmental rating	IP68
Antenna (varying lengths available)	<ul style="list-style-type: none"> • External 4G with SMA connection (various options available) • Internal GPS

12.8V 22.2Ahr Rechargeable Battery (Optional)

Type	Rechargeable Lithium Iron Phosphate
Voltage / Capacity	12.8V 22.2Ahr
Enclosure	Enclosure: ABS
Environmental Rating	IP68
Dimensions	206mm x 89mm x 115mm / 8.1in x 3.5in x 4.5in
Weight	3kg / 6.6lbs

Batteries

Please note that battery life between charges / replacement is dependent on the ambient temperature, cellular signal quality and standard operating use. PIPEMINDER ONE can be configured to undertake a number of “event” and “daily log” retries should communication fail on the first attempt. Please note that these will reduce the battery life between charges as will setting a high level of resends or requesting a very sensitive level for event communications.

The S3 sensitivity score should be configured once the PIPEMINDER ONE has been installed for a few days. Setting the S3 too low may result in transients being continuously detected each day, with high sample data reported, which can significantly reduce battery life between charges.

Battery performance will also be reduced in areas of poor signal strength, a CSQ score of below 8, or if the unit is left powered on with a damaged or disconnected antenna as the device will by default use more power to achieve successful communication. Battery life between charges will also be impacted if the device is subjected to more extreme environmental temperatures for extended periods of time, such as < 32°F or > 104°F.

In case of any doubt as to the impact of specific actions on battery life please contact Syrinix for further information.

Data

Data is collected and stored under the following conditions:

- High sample rate pressure data (128 S/s): collected continuously and transmitted by exception. The pressure and (if applicable) flow data uploaded to RADAR is stored for a period of 3 years unless otherwise agreed. Data is locally stored on device for 30 days.
- 15 minute and 1 minute summary data: collected continuously and transmitted up to 96 times a day. The pressure and (if applicable) flow data uploaded to RADAR is stored for a period of 3 years unless otherwise agreed.

Please note that Syrinix reserves the right to delete data if there is a failure to maintain RADAR subscriptions. Current practice, which may be subject to change, allows 15 months before data deletion is enforced.

Installation

Please always refer to the technical guidance on installation for detailed information and instructions on siting, installing, commissioning and operating PIPEMINDER ONE units.

Avoid installing the device in a location where the water against the pressure sensor may freeze as an expansion of freezing water will damage the pressure sensor (and void warranty cover). Where a risk exists of the water column freezing, including where installation is undertaken by Syrinix, it is the responsibility of the user to review the need for additional insulation / disconnection. Where a freezing risk exists please consider use of the PIPEMINDER ONE with an external digital sensor.

It is recommended to use a cellular signal tester to survey potential site locations prior to deployment. See the cellular signal guide for help troubleshooting signal issues.

PEMINDER ONE requires a GPS lock upon initial deployment for geo-positioning and to set the device internal clock. For applications that require continuous high accuracy time synchronization PEMINDER ONE firmware contains a Network Time Protocol that maintains the time drift to within 50 milliseconds (continuous cellular signal required).

Please read all safety measures and instructions listed in the product manual.

Use only electrical attachments and accessories supplied by Syrinix.

Do not place devices, accessories, or batteries on or near a heat source.

Apply care handling devices and batteries and if dropped or damaged please contact Syrinix.

Warranty and Exclusions

Each unit, software and service is provided in conjunction with the applicable standard Terms and Conditions (referenced above which are to be read in conjunction with this section.

All Syrinix units are to be installed in accordance with the technical installation documentation and other guidance separately provided. An electronic copy of applicable operating and installation documentation will be made available via the Syrinix RADAR platform.

Please note that this proposal does not include the provision of any of the following by Syrinix unless expressly agreed otherwise in writing:

- site access and preparation including any connection, valves and tappings required for the connection of each unit;
- field work including unit preparation, connection, testing and operation unless agreed otherwise in writing;
- local duties and taxes;
- all applicable/required permits, licenses and analogous fees;
- civil, structural, architectural and design work of any kind;
- interconnections, pipes, valves and fittings which are not part of the supplied equipment;
- all testing and system verifications other than to Syrinix standards;
- painting or special finishes; and
- all items not specifically listed.

Battery life is exempt from the product warranty but if used in areas of good signal and in accordance with our standard operating instructions will deliver the battery life between charges as indicated.

Any warranty claims must be made by contacting Syrinix to obtain a return authorization and then returning the unit back to Syrinix for inspection and testing. It is the client's responsibility to cover the costs of the return carriage. Syrinix reserves the right to charge for costs incurred where any fault is a result of a breach by the user.

Please note that this warranty does not cover:

- any excluded matter detailed above, communications interruptions due to third party intervention and/or failure including but not limited to communications network provider, unauthorized access and/or tampering or other form of interference, whether related to hardware, communications and/or software;
- failures interruptions and damage resulting directly or indirectly from Acts of God, war, terrorism, civil, disobedience, theft, extreme weather, floods, storms, lightning, tornado, hurricane, fire, combustion, explosion, landslip, volcano and earthquake, extreme temperature, external electrical irregularity including surge and failure, acoustic interference,
- damage from water borne materials, corrosion from unanticipated liquids and materials and external electromagnetic interference and all and any external events analogous to any of the above;
- theft, vandalism, or other damaging acts whether intentional or accidental;
- battery failure beyond that level of warranty provided by the manufacturer (please see above)

- installation, commissioning, use and/or removal (temporary or permanent), tampering, and unapproved opening;
- intentional or accidental abuse, interference, misuse or neglect of the hardware
- failures resulting from the negligence to perform preventative maintenance
- damages or defects in the product which are caused by initial start-up, repairs or attempted repairs performed by anyone other than a Syrinix authorized service provider or appropriately qualified individual in strict accordance with Syrinix's installation guidance;
- unavailability of GPS or communications networks;
- customer in default of any payment obligations to Syrinix;
- abuse by abnormal system conditions including but not limited to temperature, chemical or debris;
- goods that have been improperly stored by owner or its representative prior to installation and start-up;
- equipment/programming which has been revised or altered by others.

The information provided in this document is confidential and should not be reproduced, used or disclosed in any way, without the prior written consent of Syrinix.

Syrinix

A Badger Meter® Brand

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www.syrinix.com



DEPARTMENT OF
UTILITIES

Department of Utilities
Wastewater Treatment Facility
2006 East Newberry Street.
Appleton, WI 54911
p:920-832-5945
f: 920-832-5949

www.appleton.org/government/utilities

MEMORANDUM

Date: May 2, 2024
To: Chairperson Vered Meltzer
CC: Ryan Rice, Deputy Director of Utilities
Kelli Rindt, Enterprise Accounting Fund Manager
From: Chris Stempa, Director of Utilities
Subject: **Utilities Committee Action: Approve Contract Amendment #1 to McMahon for Phase II Solids Dewatering Equipment Upgrades for additional design and construction management services in the amount of \$26,900 increasing the contract amount from \$162,000 to \$188,900**

BACKGROUND:

The Appleton Wastewater Treatment Plant (AWWTP) Phase 2 Solids Dewatering Equipment Upgrades Project engineering service contract was awarded to McMahon by Common Council on April 5, 2023 in the amount of \$162,000 with a 15% contingency of \$24,300 for a Project Total not to exceed \$186,300. Owner directed changes in contract scope occurred over the course of the preliminary engineering phase as additional needs and opportunities were identified. The change in scope list includes the following items:

1. Replace all cast iron roof drains with SCH 40 PVC.
2. Replace all cast iron vents with SCH 40 PVC.
3. Demolish and replace all items in 1st floor Mechanical Room and refurbish room.
4. Provide new operator and controls for coiling door in 1st floor Mechanical Room.
5. Demolish windows in Dewatering Room and infill with block and brick. Provide 2-foot-high daylight windows on two of the infills.
6. Replace window in 2nd floor Operator's Room.
7. Remodel 2nd floor Operator's Room.
8. Replace eyewash/safety showers on 2nd floor.
9. Demo mop sink and provide utility sink in Storage Room next to 2nd floor Operator's Room.
10. Replace sink and deteriorated countertop in 1st floor Operator's Room.
11. Coat lower-level storage rooms (V004 - V007).
12. Provide new lights in lower-level storage rooms (V004 - V007).
13. Replace and relocate T-Building booster pump.
14. Provide level indication and alarm for the polymer tanks at the polymer loadout station.
15. Provide new power feed and controls for polymer feed pumps.

RECOMMENDATION

The cost of additional engineering design and construction management services outlined Contract Amendment #1 totals \$26,900. This amendment would result in the Phase II Solids Dewatering Equipment Upgrades contract with McMahon increasing from \$162,000 to \$188,900. No additional contingency funds are being requested with the change in scope.

If you have any questions regarding this project, please contact Chris Stempa at ph: 832-5945.



DEPARTMENT OF
**INFORMATION
TECHNOLOGY**

MEMORANDUM

Date: May 15, 2024

To: HR/IT Committee, Municipal Services Committee, Common Council

From: Corey Popp, I.T. Director

Subject: Syntech FuelMaster SaaS Upgrade

I am seeking approval to spend \$39,587.20 to upgrade Municipal Services' fuel management system, Syntech FuelMaster, to their Software as a Service (SaaS) product, FuelMaster Live ("FMLive").

The project will be sole sourced to EnergiTech Services out of Kimberly, Wisconsin. EnergiTech is the system's original installer and has supported the system since 2014. EnergiTech quoted the project at \$35,087.20, which includes the project's one-time costs, as well as the first year of the SaaS annual subscription.

A \$35,000 CIP budgeted for the conversion ("FuelMaster FMLive SaaS Upgrade") will be funded using dollars already allocated to IT from the 2021 Excess General Fund and currently set aside in the I.T. Department's 2024 Operations Consulting budget.

The current access-control system on the Municipal Service Building's security gate is supported by Syntech, but their new SaaS product no longer supports gate entry. Therefore, an additional \$4,500 will be paid to Faith Technologies to replace the existing access-control system. Faith Technologies has installed a similar system for the Appleton Police Department.

A breakdown of the project's costs appears below.

Supplier	Description	Cost	Funding Source
EnergiTech	FMLive Upgrade	\$35,087.20	I.T. Operations Budget
Faith Technologies	Security Gate Upgrade	\$4,500	I.T. Operations Budget
Total		\$39,587.20	



Office: (800) 490-4915 Fax: (920) 739-0741

558 Carter Ct 7120 Highland Dr 11225 W Mitchell St 2525 Brennan Ave
Kimberly, WI 54136 Wausau, WI 54401 West Allis, WI 53214 Fort Worth, TX 76106

PROPOSAL

Proposal Date: April 16, 2024

Proposal Number: TB104044AB

Proposal Expiration: 15 Days from proposal date

Business Consultant: Todd Broeckel

ETS Customer #:

124572

Proposal for:

City of Appleton Finance Dept.

PO Box 2428

Appleton, WI 54912-2428

Site address:

City of Appleton - Municipal Services

2625 E Glendale Ave

Appleton, WI 54911

Contact: Bruce Brazee

Phone: (920) 832-1559

Email: bruce.brazee@appleton.org

EnergiTech Services (ETS) is pleased to provide a proposal to complete the following work:

Provide factory authorized services to supply and install the FMLive upgrade for the City of Appleton Fuelmaster fuel management system (FMS).

FMS UPGRADE (HARDWARE AND MANUFACTURER'S SERVICES):

(2)	SYNTECH FMLIVE UPGRADE, PROKEE/AIM, CELLULAR COMM (UPG4715).	\$	15,644.00
(2)	ADVANCED SURGE PROTECTION (144F0250)	\$	1,619.20
(1)	TANK MONITOR INTERFACE (WIRELESS 191F0223)	\$	1,225.50
	WILL REQUIRE 120 VAC OUTLET (BY APPLETON) AT TANK MONITOR FOR POWER CONVERTER.		
(1)	FMLIVE SUBSCRIPTION - CELLULAR ENABLED EQUIPMENT	\$	5,280.00
(1)	FMLIVE SETUP/ACTIVATION (ONE TIME, CLOUDBA/2)	\$	700.00
(1)	FMLIVE PROJECT MANAGEMENT (PMLIVEBA/2+BI+CELL)	\$	733.50
(1)	FMLIVE IMPORT (ONE TIME, CONSTRUCTION AND/OR CONVERSION, FMLIVE IMPORT)	\$	2,350.00
(1)	FMLIVE CUSTOM EXPORT (ONE TIME, INITIAL EXPORT ONLY)	\$	1,565.00
◇	FREIGHT	\$	580.00
(1)	2ND PUMP CONTROLLER, OMEGA JR	\$	3,066.00
(1)	UNIVERSAL D-BOX BOARD	\$	174.00

PLEASE NOTE:

- ◇ Fuelmaster 1 year factory warranty included.
- ◇ One time FMLive training webinar by SynTech training department. Additional training available upon request.
- ◇ This upgrade utilizes the existing Fuelmaster FMU island pedestals.

INSTALLATION:

-	ENERGITECH SERVICES FACTORY TRAINED TECHNICIAN SERVICES FOR HARDWARE INSTALLATION.		
◇	TECHNICIAN SERVICES FOR UPGRADING EXISTING OMEGA JR PUMP CONTROLLER FIRMWARE. ON 04-02-24, 2.5 HRS @ \$100.00/HR. PLUS SERVICE TRIP FEE ADDED BELOW.	\$	250.00
◇	ESTIMATED LABOR FOR FUELMaster PROKEE, AIM FMU UPGRADE WITH FMLIVE HARDWARE, 8 HOURS ALLOWANCE @ \$100.00/HR. EACH.	\$	800.00
◇	ESTIMATED LABOR FOR INSTALLATION OF TANK MONITOR INTERFACE AND ADVANCED SURGE PROTECTION. 4 HOURS ALLOWANCE @ \$100.00/HR.	\$	400.00
◇	ESTIMATED LABOR FOR TESTING AND VERIFICATION OF FMLIVE UPGRADE. 4 HOURS ALLOWANCE @ \$100.00/HR.	\$	400.00
◇	SERVICE TRIP FEE @ \$100.00 EACH. ALLOWANCE FOR THREE VISITS.	\$	300.00

PLEASE NOTE:

- ◇ Does not include any services, equipment or materials not specifically mentioned in this proposal.
- ◇ EnergiTech Services installation fees will be billed T&M based on the aforementioned service rates.

	SUBTOTAL FOR THE ABOVE PROPOSAL	\$	35,087.20
	APPLICABLE SALES TAX (T & WT)	Exempt	
	TOTAL FOR PROPOSAL	\$	35,087.20

Attached terms and conditions apply.

PROPOSAL NOTES:

- ◇ Attached terms and conditions apply.
- ◇ Proposal based on working from 7:30am - 4:00pm, Monday through Friday.
- ◇ We will be utilizing the existing Fuelmaster FMU island pedestals .
- ◇ This proposal is based on two visits to the site for the technician to install the FMLive upgrade complete.
- ◇ If an additional trip is needed for completion because of unforeseen problems with faulty existing equipment or delays due to services supplied by the City of Appleton or others, then additional labor, materials, and mileage will be due and billed accordingly.

ITEMS NOT INCLUDED WITH THIS PROPOSAL:

- ◇ Any equipment, material, or services not listed in the above scope of work.

Thank you for considering EnergiTech Services for your service and equipment needs.

TOTAL FOR THE ABOVE PROJECT \$ 35,087.20

Proposed Payment Terms:

50% Payment due **Net 10 days** from **Contract Signing Date**.
50% Invoiced upon completion. Payment due **Net 10 days** from **Project Completion Date**.
Terms are subject to credit approval.

*This proposal may be withdrawn by
EnergiTech Services if not accepted in: 15 Days from proposal date*

This Proposal is subject to the terms and conditions set forth herein, as well as the attached Standard Terms and Conditions (collectively, this Proposal and the Standard Terms and Conditions shall hereafter be referred to as the "Agreement").

If EnergiTech Services is required to perform under different terms and conditions, a change order may be required.

CUSTOMER ACCEPTANCE OF PROPOSAL

The prices, specifications, terms and conditions as set forth above and attached are satisfactory and hereby accepted as the Agreement. EnergiTech Services is authorized to do the work as specified. Payment will be made as outlined above and in the attached Standard Terms and Conditions.

The undersigned individual, who is either a principal of the Customer or a sole proprietor, recognizing that his or her individual credit history may be a factor in the evaluation of the credit history of the applicant, hereby consents to and authorizes the use of a consumer credit report on the undersigned by EnergiTech Services from time to time as may be needed, in the credit evaluation process.

Customer

EnergiTech Services

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

TERMS & CONDITIONS OF EnergiTech Services LLC

Acceptance of Proposal. The accompanying Proposal, when accepted by Customer, will constitute a contract between EnergiTech Services LLC ("ETS") and Customer, subject to all terms and conditions that follow herein and the approval of ETS's credit manager. Delivery of the materials/equipment herewith, installation of the specified equipment, Customer's acceptance in writing, and/or the issuance of an invoice, constitutes a binding acceptance by the Customer of the proposal herein. It is expressly agreed that there are no promises, agreements, or understandings, oral or written, not specified in the Proposal and these Terms and Conditions.

Scope of Work and Payment. All equipment and services shall be provided as set forth in the Proposal. ETS shall be paid for work performed as follows:

1. Terms for services, unless otherwise specified in the Proposal, are 1/3 with signed Proposal, 1/3 at commencement of work, and 1/3 upon receipt of final invoice, with payment terms of net ten (10) days from Customer's receipt of invoice.
2. Terms on the invoice unless otherwise specified in the Proposal, are net ten (10) days from Customer's receipt of invoice.
3. In the event ETS has not received payment for all fees and cost according to the terms of the invoice, Customer agrees to pay a late payment fee on the unpaid invoice balance at the rate of 2% per month commencing upon the expiration of the invoice terms and continuing until paid.
4. Customer also agrees that if payments are not received according to the terms of the invoice, a stoppage in completing a project may occur without ETS incurring any nonperformance or other legal liability.
5. Customer agrees to pay all costs incurred by ETS in enforcing the terms of this Agreement, including but not limited to, costs of its collection agency and reasonable attorney's fees.
6. Credit card payments are subject to 3% card processing fees.

Prices. Prices quoted are expressly contingent upon all conditions being observed, represented, and warranted at the time of bid. Prices quoted cover only those items which are specifically set forth in the Proposal. All other items will be billed to Customer on a time and materials basis. The prices quoted are for acceptance within fifteen (15) days of the date of Proposal, unless otherwise specified, and are subject to change without notice after that date. Prices quoted do not include soil analysis or clean-up of contamination, unless specifically stated. Labor, materials, and outside services for electrical, concrete, blacktop, excavating or sewer work, and such work not included in the Proposal unless specified. Additionally, required local permits are not included in the Proposal unless specified. Prices quoted on equipment and repair parts are subject to federal, state, and municipal taxes and licenses, which may be in effect, or which may be imposed prior to the actual shipment of materials and equipment. All such taxes and license costs are the responsibility of Customer.

Delivery. ETS will endeavor to maintain delivery dates and schedules but cannot guarantee them. ETS shall not be liable for any costs or damages of Customer under this provision, including, but not limited to, loss of profits or business.

Limited Warranty. All materials and equipment, whether new or used, are purchased "AS IS" from ETS. Products sold may be warranted by the manufacturer of the product but only to the extent of warranty offered by the manufacturer. Unless specifically stated in the Proposal, Customer shall register the equipment with the manufacturer. Any manufacturer warranties existing on new equipment furnished as part of the Proposal are passed through from ETS to Customer according to each manufacturer's policy, and in such cases, Customer's warranty shall be limited to that provided by the manufacturer(s). Ordinary use; wear and tear; or damage from abuse, neglect, accident, maladjustment, or failure by Customer to maintain equipment properly is excluded from coverage.

For a period of one (1) year from the date of completion of the project, ETS will at its sole discretion, install any equipment or materials covered by a manufacturer's warranty. If an item(s) is not covered by manufacturer's warranty, Customer may at its sole cost, pay for the equipment and materials and ETS (at its sole discretion) will install at no charge to the Customer. This labor warranty from ETS is null and void in the event the Customer or third party performs subsequent work on the equipment installed or repaired by ETS.

CUSTOMER AGREES TO RELEASE, INDEMNIFY, HOLD HARMLESS, AND DEFEND ETS FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITY, AND CAUSES OF ACTION AT LAW OR EQUITY FOR LOSS, DAMAGE, INJURY OR DEATH TO PERSONS AND PROPERTY, INCLUDING BUT NOT LIMITED TO ENVIRONMENTAL CONTAMINATION, LEAKS, SPILLS, RELEASES, OR DISCHARGES BY WHATSOEVER OR HOWSOEVER CAUSE OR SOURCE, ARISING OR OCCURRING FROM ANY NEW OR USED EQUIPMENT RECEIVED FROM BY CUSTOMER FROM ETS.

THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OR MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE EQUIPMENT AND SERVICES DESCRIBED IN THE PROPOSAL.

Limitation of Liability. ETS shall be liable only for damages that are the sole negligence of ETS and that ETS's total liability (if caused by ETS's sole negligence) shall not exceed \$50,000.00, or the total fees payable to ETS for the particular project, whichever is less. ETS shall not be liable for any special, punitive, incidental, or consequential damages (including without limitation, loss of profits or income, loss of use of property, business interruption, cost of replacing goods or services, or third party claims.

Any claims, demands, or cause of action against ETS arising from or related to in any way to the Proposal, or to work, services, or goods or products provided by ETS pursuant to the Proposal, must be brought within one (1) year from the date the work, service or provision of goods or products has been completed.

Compliance with Laws. Environmental compliance is Customer's responsibility. Its failure to comply strictly with applicable federal, state or local requirements, rules and/or regulations (including but not limited to those applicable to notice) shall completely void all warranties of ETS. Customer agrees to hold ETS harmless from and indemnify and defend against any claims or liability relating to Customer's failure to comply strictly with any federal, state or local requirements, rules and/or regulations (including but not limited to those applicable to notice). All TSSA (Tank-System Site Assessment) documentation is to be reported on part A & B of the Department's Tank System Service and Closure Assessment. All original TSSA report documents (scaled drawing of the site, layout showing sample locations and excavations, lab reports, photos and parts A & B of form TR-WM-140) will be sent to the Environmental Program Associate in the corresponding DNR regional office upon completion of the report.

Insurance/ownership/registration. Customer is responsible for maintaining (or ensuring that the owner of the property maintains if Customer is not the owner), evidence of ownership of the property on which the Project is taking place, insurance on the property and equipment purchased from ETS, and registration of any such equipment as may be required to comply with any local, state and federal laws, regulations or industry standards.

Termination. ETS may, without prejudice to any right or remedy, terminate its relationship with Customer and suspend all work or delivery of goods upon notice to Customer.

Unforeseen Conditions. If unforeseen conditions arise that affect the scope of services, time for performance, or the risk involved, ETS shall notify Customer. ETS may then, at its sole discretion, modify the scope of work,

modify the price, stop work until arrangements satisfactory to ETS have been made, or terminate the services by notifying Customer in writing. ETS shall be entitled to compensation for its services performed through the time of termination. If abnormal soil conditions or weather conditions or other unforeseen conditions result in additional cost, those additional costs will be billed on a time and materials basis.

Jurisdiction and Venue. Customer agrees that this Proposal shall be governed by Wisconsin law and jurisdiction and venue will be the Outagamie County District Court of Wisconsin, or the Federal District Court Eastern District of Wisconsin (Green Bay Division).

Waiver of Right to Jury Trial. ETS AND CUSTOMER WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THE PROPOSAL OR ANY DEALINGS BETWEEN THEM RELATING TO THE SUBJECT MATTER OF THIS PROPOSAL. ETS AND CUSTOMER ACKNOWLEDGE THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO ENTER INTO THIS AGREEMENT. THIS WAIVER IS IRREVOCABLE, MEANING THAT IT SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS AGREEMENT OR TO ANY OTHER DOCUMENTS OR AGREEMENTS RELATING TO THE TRANSACTION CONTEMPLATED HEREBY. IN THE EVENT OF LITIGATION, THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

Utilities and Underground Structures. ETS will take reasonable precautions to avoid damage to utilities or other underground structures. Customer shall indemnify, defend, and hold ETS harmless for any damage to utilities or underground structures, and from any claims, liability, or damages resulting from utilities or underground structures that were not properly called to ETS's attention. Such indemnity shall include payment of litigation costs, expert's fees, and attorney's fees incurred by ETS.

Duties of the Customer. Customer warrants that it has disclosed all adverse or unfavorable site conditions which may affect this Proposal. Customer represents and warrants that all information provided to ETS is complete and accurate. Customer represents and warrants it has and will comply with all applicable local, state, and federal laws. Customer shall protect the site against damage, injury, or loss and shall carry insurance in an amount sufficient to cover replacement values, naming ETS as loss payee and additional insured. Customer is responsible for providing Builder's Risk insurance coverage. Customer is responsible for providing liquid ballast for filling underground storage tanks immediately upon setting the tanks during excavation. ETS shall not be liable for damage to the ballast, including without limitation, damage due to contamination or loss of product. Customer shall keep accurate, daily inventory records on products stored in tanks, lines, and dispensing equipment and shall promptly notify ETS of all shortages or losses. Precision testing procedures performed on any portion of the underground storage tank systems are designed to detect leaks and ETS shall not be responsible for any contamination resulting from spills or releases which may occur before, during or after such tests.

PCI/EMV /Security Standard Requirements. This Proposal may include components to assist with implementing a program to maintain compliance with PCI security standard requirements, but may not provide the entire solution. Additional items such as software, network gateways, and secure routers may be needed to provide full compliance. Periodic inspection of devices and components, along with tracking these assets, and ensuring a secure network with limited access is also an important part of maintaining compliance with the standards. If additional components, software or equipment are required, those additions will be billed on a time and materials basis along with the labor necessary to install, program and setup. Components supplied by the Customer must be approved prior to scheduling upgrades. ETS does not guarantee compliance as compliance with the PCI security standard is the sole responsibility of the owner/operator of the facility. **CUSTOMER AGREES TO RELEASE, INDEMNIFY, HOLD HARMLESS, AND DEFEND ETS FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITY, AND CAUSES OF ACTION AT LAW OR EQUITY ARISING OR OCCURRING FROM THE REMOVAL AND DISPOSAL OF CUSTOMER'S EQUIPMENT.**

Hardware/software compatibility. In connection with this Proposal, the parties assume that any fueling system hardware and software supplied by Customer is inherently compatible and required only routine start-up programming. If on start-up, it is discovered that the hardware and/or software is not compatible or has innate deficiencies that require additional configuration or upgrading, ETS shall be entitled to full payment of the Contract Price under the Proposal including any extra charges to complete changes to customer equipment.

Digging/excavating clause. Digging and excavating quotations are based on normal soil conditions. Should any digging or excavating be included in the ETS Proposal, and any heavy rock, shale, water frost or unusual doffing be encountered, the Proposal price shall be increased at ETS's normal labor hourly rate except that any outside contract work required shall be charged at ETS's cost plus its customary administrative charge. In the event of cave-ins, and the necessity to shore or slope hole, all associated cost with the removal of the excess soil and replacement with either sand or gravel will be considered an extra and all such cost shall be borne by Customer. In the event underground structures, cables, conduit, debris, rick, water, utilities, or running sane are encountered, destroyed or damaged during the performance of the work, ETS shall not be held responsible, and Customer shall indemnify and save harmless ETS and its contractors, agents and employees from all suits, actions, or claims brought about by such encounter, destruction or damage. Should dewatering be required, the ETS shall not be responsible for disruption of adjacent backfill materials whether known or unknown at the time of excavation, repairs to paving, concrete, structures shall be borne by Customer. ETS is not responsible for removal/disposal of waste water if de-watering of the sump is necessary. Finished grades are to be established and verified by Customer.

Tank Floating Clause. Customer shall fill all underground storage tanks installed by ETS with liquid for ballast immediately upon notification from ETS that a tank(s) has been set into an excavation ("filling notification"). ETS shall not be responsible for any contamination or loss of product used for ballast. If any tank floats after Customer receives filling notification, ETS shall not be liable for any damages to equipment, and labor and materials cost to reinstall tanks, if floating occurs, costs shall be borne by Customer.

Cold weather Concrete. In the event that concrete is poured during cold weather, ETS is not responsible for chipping, cracking, or Spaulding of concrete, due to cold weather pours. Furthermore, ETS is not responsible for additional cost of heated concrete, unless otherwise specified in the contract. It is highly recommended that salt or any chemical based deicer is NOT used for a period of at least 24 months after installation to prevent concrete related problems.

Notice of Lien Rights. As required by the Wisconsin construction lien law, ETS hereby notifies owner/customer that persons or companies performing, furnishing, or procuring labor, services, materials, plans or specifications for the construction on owner's/customer's land may have lien rights on owner/customer's land and buildings if not paid. Those entitled to lien rights, in addition to ETS are those who give the owner/customer notice within sixty (60) days after they first perform, furnish, or procure labor, services, materials, plans or specifications for the construction. Accordingly, owner/customer probably will receive notices from those who perform, furnish, or procure labor, services, materials, plans, or specifications for the construction, and should give a copy of each notice received to the mortgage lender, if any. ETS agrees to cooperate with owner/customer and owner's/customer's lender, if any, to see that all potential lien claimants are duly paid. This notice is given for purpose of identification, and is not a claim to you or your lender for payment.



February 26, 2024

Bruce Brazee
City of Appleton

RE: RL24052 City of Appleton MSB Card Reader

Bruce:

We would like to thank you for the opportunity to propose a solution for your technological needs. We are pleased to offer the following NTE price to provide material and labor to install the following system at your facility.

MSB Card Reader:

Provide material and labor to install

- (1) HID MaxiProx Card Reader
- (1) Custom reader mount
 - Will be installed on top of current mount
- Readers to be pigtailed together

Project Cost NTE: \$4,500.00

General Notes:

- Change of scope or design may be billable
- Please see COVID-19 addendum below

We appreciate the opportunity to submit our proposal and hope to work with you on this project! If you have any questions, concerns, or would like additional information regarding this proposal, please do not hesitate to contact me at 920-225-6699.

Sincerely,

Rich Lembcke
Assistant Project Manager

Chris Schwanke
Project Manager



General Conditions:

- This quote is based on current commodity material pricing and availability.
- All labor hours estimated as first shift and regular time.
- Applicable sales/use taxes are not included in the above prices. If you are tax exempt, please return a copy of your exemption certificate with your signed proposal/PO/contract.
- Any changes to the scope of work or materials altered at customer request may be billable.
- By way of submission of this proposal, Faith Technologies reserves its right to negotiate mutually agreeable contract terms as well as review any applicable Prime contract upon award of the project.
- Faith Technologies, as a reseller of any intellectual property that may be contained in this proposal, assumes no liability for any use of the intellectual property which results in an infringement of existing intellectual property and hereby disclaims any claims for liability, damages or attorneys' fees resulting therefrom.
- If applicable to the scope of work, it is the Customers responsibility to accurately mark and provide to Faith Technologies a detailed diagram of any privately owned underground service lines or facilities. Customer is responsible for any damage occurring to unmarked or inaccurately marked privately owned service lines.
- Payments made by credit card will be subject to associated processing fees incurred by transaction.

COVID-19 Addendum

"The pricing on this quotation has been calculated based on current material, equipment, and transportation rates. Due to the ongoing volatility of local and global markets, we reserve the right to revise our pricing as needed based on market fluctuations and availability, throughout the duration of the Project and will be reconciled at Project completion. The ongoing supply chain challenges and global impacts such as inflationary pressure and interruptions in globally integrated supply chains have had a tremendous impact on industries across the world - the construction industry has certainly not been exempt. Although FTI remains hopeful conditions will fully stabilize in the near future, uncertainty still remains.

With that in mind, as a basis to proceed, notwithstanding anything to the contrary contained in our contract agreement, both parties understand and agree any project delays, suspensions or terminations, whether foreseeable or not, which occur on the project and are not due to the fault or negligence on our part, shall allow us compensation for our demobilization and remobilization costs, along with payment for work performed up to the date of the delay, to include our committed costs we can't cancel, and other costs incurred due to the suspension or termination, and to include overhead and profit. Any delays over a consecutive 30-day period, given the uncertainty of a restart, FTI will require payment of any retainage withheld to date.

FTI will do everything possible to mitigate extra costs, but want to make certain we are able to recover costs incurred for our efforts expended on any project.

Warranty: Faith Technologies will provide warranty support for our installation and craftsmanship for a period of one year. Any work performed outside of the previously defined scope options will be performed on a time and materials basis.

Initial acceptance of desired options below, sign and return.

MSB Card Reader: NTE \$4,500.00 (Initial here) _____

ACCEPTANCE OF PROPOSAL the above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorizing Faith Technologies, Inc. to do the work as specified. Payment terms are net 30 days after date of invoice.

PO#: _____

Printed Name: _____ Title: _____

Signature: _____ Date of Acceptance: _____

*Please email signed contracts to Rich Lembcke at rich.lembcke@faithtechinc.com
Confidential, do not distribute without the prior written consent of Faith Technologies, Inc.*



SOLE SOURCE REQUEST

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

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

EnergiTech has a solid partnership with the City, providing excellent support and service since the initial install in 2014. Utilizing EnergiTech provides the most cost-effective and cost-efficient solution for this software upgrade.

PROPOSED DETAILS
Requesting dept: I.T.
Product/service: FuelMaster Live (fuel management system)
Vendor name: EnergiTech
Total cost: \$35,087.20

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

Jenifer Huss
Purchasing Manager

05/07/2024
Date

CITY OF APPLETON 2024 BUDGET CAPITAL IMPROVEMENTS PROGRAM PROJECT REQUEST

IDENTIFICATION

Project Title: Fuelmaster FMLive SaaS Upgrade

PROJECT DESCRIPTION

Justification:

Upgrading the Fuelmaster on-premise server to the FMLive cloud-hosted solution provides the MSB and IT staff the following benefits:

- * View real-time transactions, fuel inventory, and diagnostics by way of web-enabled devices
- * Perform software and firmware upgrades without taking systems offline
- * Cloud-hosted system monitoring and proactive troubleshooting without IT interaction
- * Decommissioning of existing virtual server and storage resources and associated maintenance from the City's data center
- * Future-proofing the Fuelmaster system by assuring perpetual upgrades and support through a SaaS subscription

Discussion of operating cost impact:

The IT Department's Operations Software Support budget will increase by an estimated \$6,500 per year to cover the Fuelmaster FMLive SaaS recurring annual subscription.

DEPARTMENT COST SUMMARY

DEPARTMENT PHASE		2024	2025	2026	2027	2028	Total
IT	Fuelmaster SaaS Upgrade	35,000	-	-	-	-	\$ 35,000
Total - Information Technology Capital Projects Fund		\$ 35,000	\$ -	\$ -	\$ -	\$ -	\$ 35,000

COST ANALYSIS

Components	Estimated Cash Flows					Total
	2024	2025	2026	2027	2028	
Planning	-	-	-	-	-	\$ -
Land Acquisition	-	-	-	-	-	\$ -
Construction	-	-	-	-	-	\$ -
Other	35,000	-	-	-	-	\$ 35,000
Total	\$ 35,000	\$ -	\$ -	\$ -	\$ -	\$ 35,000
Operating Cost Impact	\$ -	\$ 6,500	\$ 6,500	\$ 6,500	\$ 6,500	\$ 26,000



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

TO: Finance Committee
FROM: Jake Woodford, Mayor
Jeri Ohman, Finance Director
DATE: August 22, 2022
RE: General Fund Balance Policy

The City has a general fund balance that states:

At least 75% of general fund balance in excess of the reserve policy (currently three months operating expenditures) be used for the reduction of long-term liabilities. Utilization of the remaining funds are subject to recommendation from the Finance Committee to be used for additional reduction of long-term liabilities or general fund expenditures with final Council approval.

Each year upon the conclusion of the annual audit, the general fund balance is reviewed to determine if such excess funds are available. The audit report, presented to the Finance Committee on July 11, 2022, noted an unadjusted general fund balance of \$5,273,273 in excess of the City's reserve policy at December 31, 2021.

December 31, 2021

General Fund Balance in excess of reserve policy per audit	\$ 5,273,273
Less: Amounts from 2020 Excess Fund Balance held (Council approved 3/17/22):	
Website redesign	\$ (100,000)
Pedestrian safety	\$ (225,000)
Technology upgrades	<u>\$ (150,000)</u>
Adjusted fund balance applicable to reserve policy	<u>\$ 4,798,273</u>

Reasons for the Excess

It is unusual to have this large of an excess at year end. There were a couple major factors that contributed to the excess. First, four of the City's TIF Districts are paying back advances (loans) that the general fund made in prior years. As the advances are paid back, this adds available cash to the general fund balance. The result of these TIF advance repayments in 2021 was a \$4,000,000 increase in the unassigned general fund balance.

Second, federal CARES and ARPA funding for COVID-19 relief expenses also played a significant role in generating the surplus. Approximately \$560,000 of these grant funds were able to be used to pay for public health and public safety personnel costs which replaced the budgeted general fund spending.

Application of the Policy

Applying the policy to the adjusted excess fund balance results in approximately \$3,598,705 (75%) being designated to be used to reduce long-term liabilities and \$1,199,568 (25%) subject to the recommendation of the Finance Committee.

Per discussion with staff, we are respectfully requesting the Finance Committee's approval to allocate \$1,175,000 as follows:

- \$20,000 *Aerial Imaging for GIS – Cover the city's portion of aerial photography costs in partnership with Outagamie County to update the GIS imagery to the present day.*
- \$130,000 *College Ave. Traffic Safety – Appropriates funds for the Traffic Section of DPW, in partnership with Community and Economic Development, Police Department, and Appleton Downtown Inc. to plan, design, and pilot/implement interventions aimed at improving the safety and multi-modal functionality of College Avenue.*
- \$50,000 *ARA Business Enhancement Grants – Renews funding for the ongoing Appleton Redevelopment Authority citywide business enhancement grant program.*
- \$150,000 *Emerald Ash Borer (EAB) Mitigation – Appropriates funds jointly to Forestry Section of DPW and the Parks, Recreation and Facilities Management Department for the purpose of EAB remediation, prioritizing Vosters Park, followed by a prioritized list of projects to be developed by staff.*
- \$550,000 *Information Technology Updates & Security – Funds Migration of Munis System to Tyler Technologies services. Any remaining funds in this allocation will be directed to areas of greatest need within Information Technology as determined by staff.*
- \$275,000 *Current Year Operating Reserve – Holds funds aside for current year needs to mitigate the effects of high inflation. Unspent balance at the end of the year will either be carried forward to maintain additional cash reserves or recommended for other purposes.*

Director Ohman will work with the City's financial advisor to determine the most cost-effective use of the remaining \$3,623,273 slated for debt reduction (either call any eligible existing debt or reduce the 2023 borrowing package).

If you have any questions on these requests, feel free to reach out to either Mayor Woodford or Director Ohman. Thank you for your consideration.



DEPARTMENT OF
**PUBLIC
WORKS**

MEMORANDUM

Date: April 25, 2024
To: HR/IT Committee Members
From: Danielle Block, PE Director of Public Works
Subject: DPW Administration Table of Organization Change

The Department of Public Works Administration Division has identified a need and opportunity within our organization structure. Currently the Customer Service Specialists (3 FTE) report to the Assistant City Engineer. Better aligning our Customer Service Specialists within the Administration Division will improve operations and customer experiences within the Department

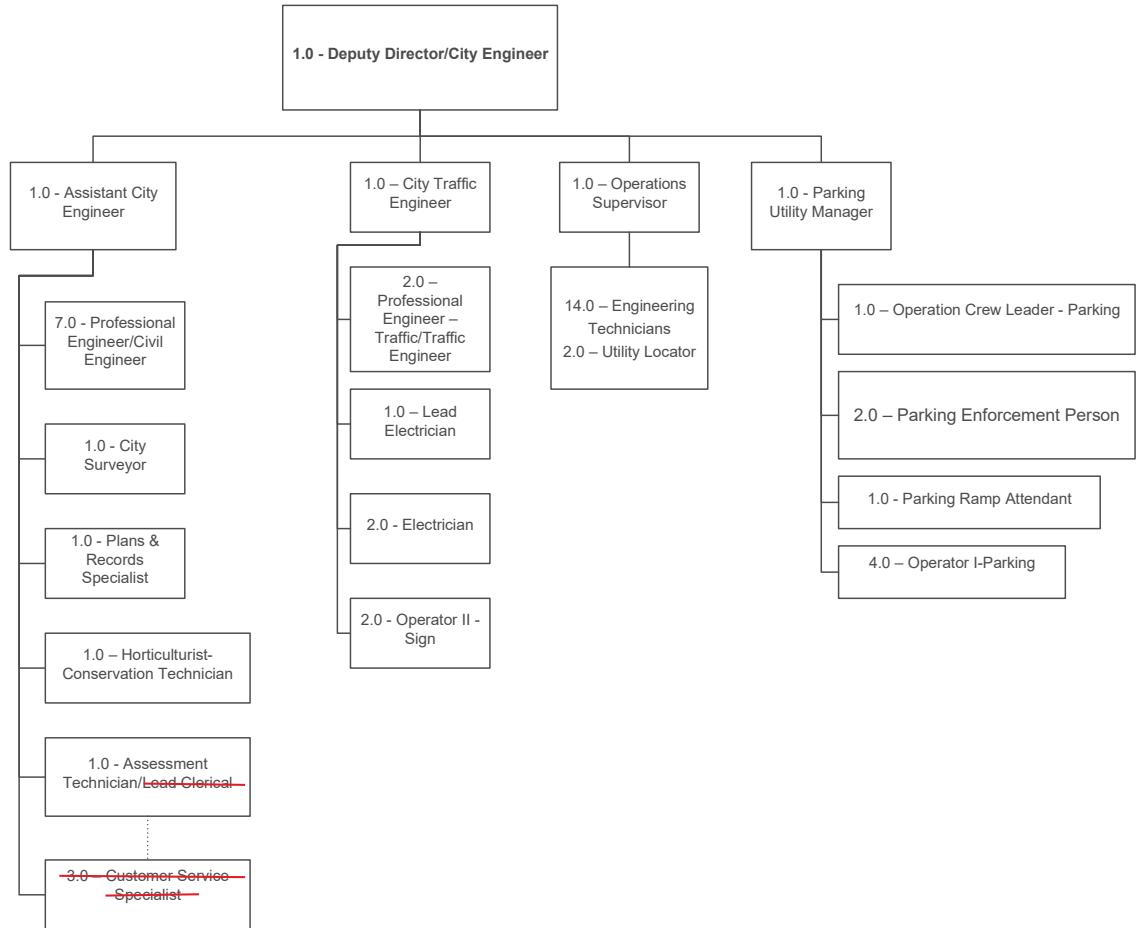
Table of Organization:

The proposed change includes the movement of three Customer Service Specialist positions from the Engineering Division into the Administration Division under the supervision of the Managerial Accounting Coordinator. This change would improve the customer service experiences, provide clear and consistent direction to customer service staff, and streamline training and changes in standard operating procedures.

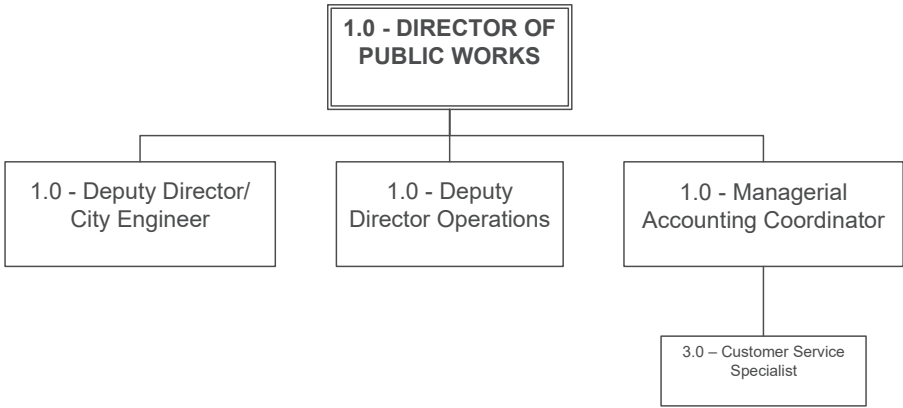
Fiscal Impact:

The modifications to the DPW Table of Organization does not result in any reclassification of positions. The modification would be budget neutral based on Pay Grades.

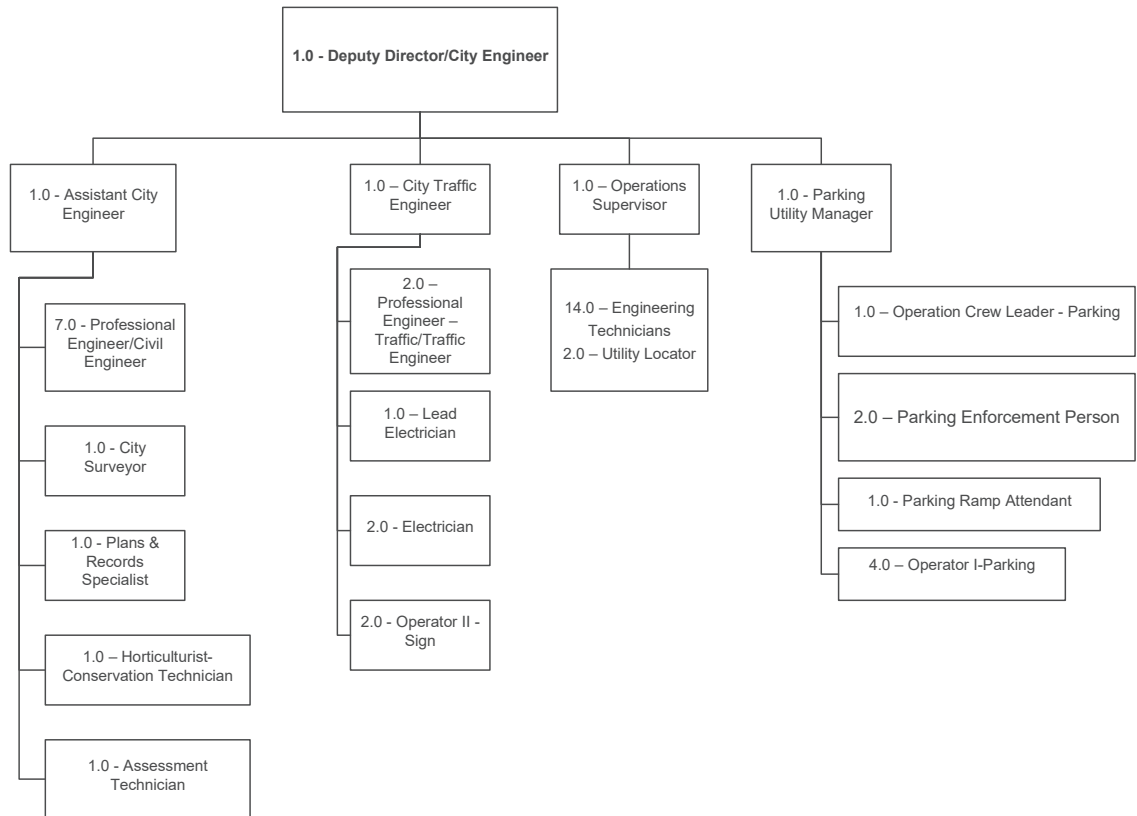
This is an opportunity for DPW to provide an improved customer experience and allow for a greater level of communication and training to our support staff. I request you approve these changes to DPW's table of organization.



Draft 04/26/2024



Draft 04/26/2024



Draft 04/26/2024

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Assessment Technician— ~~Lead Clerical~~

Class Code:
230-3 (CC-3)

Bargaining Unit: Non-union Non-
Exempt

CITY OF APPLETON
Revision Date: ~~Mar 15, 2022~~ April X, 2024

SALARY RANGE

\$23.25 - \$32.55 Hourly
\$48,360.00 - \$67,704.00 Annually

NATURE OF WORK:

This position is responsible for difficult clerical and administrative work. ~~As a working leader of Customer Service employees, will cooperate with the Assistant City Engineer, Deputy Director/City Engineer-DPW and Public Works Director to plan, direct, organize and monitor customer service related programs/projects and the work of employees to meet the department goals. In addition, coordinating and scheduling work hours, training new employees, make supervisor approved entries to correct time and attendance records along with gathering supporting documentation.~~ Work involves performing clerical duties related to the City's Public Works Special Assessments billing process. In addition, this position assists with contract administration and administers the sidewalk snow removal and weed abatement programs. Work requires the exercise of initiative, independent judgment and discretion in handling the interpretation of policies, procedures and regulations with responsibility for finality of action. Work is performed under general supervision of the Assistant City Engineer.

JOB FUNCTIONS:

ESSENTIAL JOB FUNCTIONS

- ~~• Oversee, direct and support Customer Service team.~~
- Coordinate and schedule work hours.

- Train new employees.
- ~~Approve time and attendance records.~~
- Sets up special assessment documents. Initiates special assessment process.
- Creates special assessment bills for Finance Department.
- Notifies property owners of special assessments and other project notifications.
- Compiles assessment figures for Capital Improvement projects.
- Maintains Special Assessment Policy and all other department policies.
- Maintains records of all outstanding future special assessments.
- Administers sidewalk snow removal and weed abatement programs.
- Creates invoices for property owner nuisance abatements, miscellaneous weed or snow violations, permits, meter bags, and stormwater detention basins.
- Assists with construction contract management for sidewalk, patch, and curb and gutter contracts.
- Assists in sidewalk, patch, curb & gutter and other contract bidding processes.
- Responds to customer questions and concerns.
- Processes real estate inquiry forms for Assessors, Inspections and Engineering information.
- Prepares public notices on upcoming projects.
- Assists engineers on assembling construction progress payments on projects.
- Creates and maintains spreadsheets as requested.
- Monitors and posts to Department's social media and website as requested by management.
- Responds to annual audit questions.
- Performs other duties as requested.
- Maintains regular punctual and predictable attendance, works overtime as requested.

OTHER JOB FUNCTIONS

- Assists in issuing permits to contractors.
- Updates Street Inventory.
- Compiles Capital Improvement Projects list and sends to Realtors.
- Attends monthly engineering divisional meetings, engineering staff meetings, and full staff meetings.
- Attends bi-annual insurance team meetings.
- Prepares and maintains department files, records and reports.
- Performs duties of other clerical staff in the department as needed.
- Assists professional staff with renewal of licenses and memberships.
- Coordinates travel arrangements for Engineering Division, Inspections Division and Parking Division staff.
- Ordering of office supplies.
- Plans DPW-CH employee retirement parties, annual breakfast, annual popcorn week, annual employee summer luncheon and annual Christmas meal.

REQUIREMENTS OF WORK:

Thorough experience in responsible clerical work; graduation from high school, plus additional training at a college, business or technical or secretarial school; or any equivalent combination of experience and training which provides the following knowledge, abilities and skills:

- Thorough knowledge of modern office practices and procedures.
- Thorough knowledge of social media.
- Thorough knowledge of Public Works programs, operations and policies with respect to all functions performed.
- Thorough knowledge of business English, spelling, vocabulary and mathematics through algebra.
- Knowledge of continuous improvement processes (QIP) and a strong team orientation.
- Considerable skill in the use of word processing, spreadsheets, and database software.
- Strong ability to maintain office records, compile difficult and complex data, and to prepare accurate records.
- Ability to understand and carry out moderately complex oral and written instructions.
- Ability to make minor decisions in accordance with laws and regulations and to apply these to work problems.
- Ability to establish and maintain effective working relationships with other employees and the public and to deal with public relations problems courteously and tactfully.
- Ability to work under pressure and meet deadlines.
- Strong communication, problem solving, organizational and delegation skills.
- Valid driver's license and good driving record.

SUPPLEMENTAL INFORMATION:

COMPETENCIES

Communication

Self-directed/Autonomous/Accountable

Problem Solving

Technical/Professional/Strategic Skills

Creative/Innovative

To learn more about these competencies click [here](#)

JOB TASK ANALYSIS:

JOB ANALYSIS/REQUIREMENTS

JOB TITLE: Assessment Technician

REVISED DATE: February 2007

REVIEW DATE: February 2007

N = Never

O = Occasionally: 1 to 33% of the time on job

F = Frequently: 34 to 66% of the time on job

C = Constantly: More than 67% of the time on job

A. PHYSICAL DEMANDS

	N	O	F	C
1. Standing	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Walking	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Sitting	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Lifting: Light - max. 10 lbs.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Lifting: Moderate - max. 25 lbs.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Lifting: Heavy to moderate - max. 45 lbs.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Lifting: Heavy - max. 65 lbs.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Carrying est. wt.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. Pushing est. wt.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. Pulling est. wt.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. Pulling hand over hand	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12. Climbing stairs	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13. Climbing, use of legs and arms	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14. Balancing	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
15. Stooping	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
16. Kneeling	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
17. Repeated bending	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
18. Crawling	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
19. Reaching: <input checked="" type="checkbox"/> high <input checked="" type="checkbox"/> low <input checked="" type="checkbox"/> level	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
20. Repetitive finger movement	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
21. May use hands for grasping	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
22. May use hands for manipulation	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
23. May use hands for twisting of wrist	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
24. May use hands for flex/ext. of wrist	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
25. May use hands for reaching	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
26. May use hands for overhead work	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
27. Repetitive twisting or pressure involving wrists or hands	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
28. Both hands required	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
29. Both legs required	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
30. Ability of rapid mental/muscular coordination simultaneously	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
31. Oral communication: speaks clearly in <input type="checkbox"/> Spanish <input checked="" type="checkbox"/> English <input type="checkbox"/> Hmong <input type="checkbox"/> Other:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
32. Hearing-conversation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
33. Intense visual concentration	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
34. Specific visual requirements	Near: <input checked="" type="checkbox"/>		Far: <input type="checkbox"/>	
35. Depth perception	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>		
36. Color vision: Distinguish basic shades	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>		
37. Color vision: Distinguish basic colors	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>		
38. Operation of crane, truck or motor vehicle	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>		
39. Other:				

B. WORKING CONDITIONS

	N	O	F	C
1. Outside	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Alternating between Outside and Inside	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Heat between 90 - 100 degrees	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Heat over 100 degrees	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Cold below 55 degrees	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Temperature changes: <input type="checkbox"/> excessive <input type="checkbox"/> frequent	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Wetness	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Dry atmospheric conditions	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Confined spaces	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. Heights (list maximum:)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. Constant noise above 85 decibels	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. Intermittent noise above 85 decibels	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12. Vibration	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13. Fumes: <input type="checkbox"/> Irritant <input type="checkbox"/> Toxic	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14. Dust: More than nuisance	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
15. Gases: Types:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
16. Chemicals: Types:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
17. Grease and oils: Types:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
18. Working with machinery with moving parts	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
19. Working with moving vehicles	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
20. Working with ladders/scaffolding	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
21. Working below ground	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
22. Working with hands in water	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
23. Working alone	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
24. Work intensity: <input type="checkbox"/> sedentary <input type="checkbox"/> light <input checked="" type="checkbox"/> light/medium <input type="checkbox"/> medium <input type="checkbox"/> heavy Hours/day: 8 Days/week: 5 Days overtime/week: 0				

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Managerial Accounting Coordinator

Class Code:
230-1 (CC-3)

Bargaining Unit: Non-Union Exempt

CITY OF APPLETON

Revision Date: ~~Jan 29, 2018~~ ~~February~~ ~~April~~2024

SALARY RANGE

\$28.13 - \$39.39 Hourly
\$58,510.40 - \$81,931.20 Annually

NATURE OF WORK:

This is a highly technical and professional position that provides management and leadership in the development and administration of Department of Public Works annual operating and capital budgets. Responsible for financial reporting, internal accounting, management information, inventory and purchasing systems and billing functions. [As the supervisor of Customer Service employees, will cooperate with the Assistant City Engineer, Deputy Director/City Engineer-DPW and Public Works Director to plan, direct, organize and monitor customer service related programs/projects and the work of employees to meet the department goals. In addition, coordinating and scheduling work hours, training new employees, make supervisor approved entries to correct time and attendance records along with gathering supporting documentation.](#) The incumbent works under the general supervision of the Director of Public Works.

JOB FUNCTIONS:

ESSENTIAL JOB FUNCTIONS

- [Oversee, direct and support Customer Service team.](#)

• [Approve time and attendance records.](#)

- Assumes primary responsibility in the development and management of the department's operating and capital budgets.
- Provide justifications for budgetary requests. Meet with budget managers to discuss budget narrative and related data.
- Assist the Director in identification and resolution of various budgetary opportunities and concerns throughout the year.
- Oversee all financial operations of Central Equipment Agency (CEA).
- Participate as a member of the Senior Management Team and in multiple work groups throughout the department.

• [Supervises clerical staff including delegating work, evaluating performance, and coaching employees.](#)

• [Assist in training new employees.](#)

- Act as liaison to the Finance Department for the completion of the annual City audit.
- Reconcile all infrastructure capitalization forms with general ledger and the work order system and submit to the Finance Department for use in completing the annual City audit.
- Assists in developing and implementing administrative controls and management information systems department-wide.
- Prepares Cost of Service Analyses for the Department of Public Works functions.
- Prepares special reports and projects as directed.
- Reviews, approves, and analyzes invoices, purchase orders, contractor payments, authorizations, etc. for the Department of Public Works.
- Approve and monitor all procurement card activity and prepare monthly reports.
- List and monitor the CEA's surplus equipment on e-Bay, coordinating with the Purchasing manager to find the best venue/presentation for sale or disposal.
- Provide back-up to the Purchasing Manager listing of surplus City-wide.
- Oversee the collection and issuance of all parking permits, assists Parking Supervisor in all other cash management including implementing and monitoring internal controls and procedures.
- Trains staff in accounting, [customer service](#), [problem solving](#) and computer software.
- Assists in compiling data necessary for quarterly, semi-annual, and annual budget reports.

[• Assist in compiling the reports and items necessary for preparing and completing the Municipal Services Committee meeting agenda and other committee agendas as assigned.](#)

[• Prepares the Municipal Services Committee meeting agenda and meeting minutes.](#)

- Ensures financial data is accurate, up-to-date and in compliance with the City of Appleton's accounting practices.
- Ensures that managers have accurate and detailed information and analyses to enable them to make informed decisions regarding the financial status and condition of the department for both short- and long-range planning purposes.
- Maintains regular punctual and predictable attendance, works overtime and extra hours as required.

OTHER JOB FUNCTIONS

- Approves and tracks invoices and receipts.
- ~~Monitors~~ [Approves and tracks](#) payroll.
- Participates on Q.I.P teams or acts as a facilitator.

REQUIREMENTS OF WORK:

Bachelor's degree in accounting or related field and three to five years' experience in budget development and analysis in a public agency setting, or any equivalent combination of experience and training which provides the following knowledge, abilities, and skills:

- Considerable knowledge of principles and practices of accounting, budgeting, and finance in municipal government.
- Considerable knowledge of general ledger and other accounting related computer systems and applicable software.
- Knowledge of inventory and purchasing practices and procedures.
- Knowledge of applicable laws, PSC rules, City policies and contracts that affect the financial operation of the Department of Public Works.
- Knowledge of management policies, rules, and regulations.
- 3• Knowledge of personnel management practices.
- Ability to develop and encourage employee professional and personal growth.
- Ability to maintain confidentiality of sensitive materials, records, and conversations.

- Ability to compile and maintain financial records and accounts.
- Ability to establish and maintain effective working relationships with other employees and the public, and to deal with the public in a courteous and tactful manner.
- Ability to assist in the development and day to day management of the department's budget.
- Ability to compile and analyze financial data and prepare reports.
- Ability to develop and oversee inventory, purchasing and other financial systems.
- Ability to supervise staff and respond to questions and problems in a timely manner.
- Ability to communicate effectively both orally and in writing with personnel at various levels both within and outside the organization.
- Skill in the operation of various computer systems.
- Valid driver's license with a good driving record.

SUPPLEMENTAL INFORMATION:

COMPETENCIES

Communication

Self-directed/Autonomous/Accountable

Problem Solving

Technical/Professional/Strategic Skills

Creative/Innovative

To learn more about these competencies click [here](#)

JOB TASK ANALYSIS:

JOB ANALYSIS/REQUIREMENTS
JOB TITLE: Managerial Accounting Coordinator
REVISED DATE: April 2012
REVIEW DATE: April 2012

N = Never
O = Occasionally: 1 to 33% of the time on job
F = Frequently: 34 to 66% of the time on job
C = Constantly: More than 67% of the time on job

A. PHYSICAL DEMANDS	N	O	F	C
1. Standing	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Walking	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Sitting	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Lifting: Light - max. 10 lbs.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Lifting: Moderate - max. 25 lbs.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Lifting: Heavy to moderate - max. 45 lbs.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Lifting: Heavy - max. 65 lbs.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Carrying est. wt. <u>25 lbs</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. Pushing est. wt. <u>25 lbs</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. Pulling est. wt. <u>25 lbs</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. Pulling hand over hand	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12. Climbing stairs	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13. Climbing, use of legs and arms	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14. Balancing	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
15. Stooping	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
16. Kneeling	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
17. Repeated bending	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
18. Crawling	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
19. Reaching: <input type="checkbox"/> high <input type="checkbox"/> low <input type="checkbox"/> level	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
20. Repetitive finger movement	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
21. May use hands for grasping	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
22. May use hands for manipulation	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
23. May use hands for twisting of wrist	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
24. May use hands for flex/ext. of wrist	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
25. May use hands for reaching	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
26. May use hands for overhead work	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
27. Repetitive twisting or pressure involving wrists or hands	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
28. Both hands required	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
29. Both legs required	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
30. Ability of rapid mental/muscular coordination simultaneously	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
31. Oral communication: speaks clearly in <input type="checkbox"/> Spanish <input checked="" type="checkbox"/> English <input type="checkbox"/> Hmong <input type="checkbox"/> Other: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
32. Hearing-conversation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
33. Intense visual concentration	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
34. Specific visual requirements	Near: <input checked="" type="checkbox"/>		Far: <input checked="" type="checkbox"/>	
35. Depth perception	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>		
36. Color vision: Distinguish basic shades	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>		
37. Color vision: Distinguish basic colors	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>		
38. Operation of crane, truck or motor vehicle	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>		
39. Other: _____				
B. WORKING CONDITIONS	N	O	F	C
1. Outside	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Alternating between Outside and Inside	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Heat between 90 - 100 degrees	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Heat over 100 degrees	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Cold below 55 degrees	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Temperature changes: <input type="checkbox"/> excessive <input type="checkbox"/> frequent	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Wetness	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Dry atmospheric conditions	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Confined spaces	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. Heights (list maximum <u>10 ft</u>)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. Constant noise above 85 decibels	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. Intermittent noise above 85 decibels	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12. Vibration	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13. Fumes: <input type="checkbox"/> Irritant <input type="checkbox"/> Toxic	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14. Dust: More than nuisance	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
15. Gases: Types: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
16. Chemicals: Types: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
17. Grease and oils: Types: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
18. Working with machinery with moving parts	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
19. Working with moving vehicles	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
20. Working with ladders/scaffolding	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
21. Working below ground	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
22. Working with hands in water	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
23. Working alone	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
24. Work intensity: <input type="checkbox"/> sedentary <input type="checkbox"/> light <input checked="" type="checkbox"/> light/medium <input type="checkbox"/> medium <input type="checkbox"/> heavy Hours/day: <u>8-9</u> Days/week: <u>5</u> Days overtime/week: _____				

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Assistant City Engineer

Class Code:
230-20 (CC-2)

Bargaining Unit: Non-Union Exempt

CITY OF APPLETON

Revision Date: ~~May 20, 2014~~ February 2024

SALARY RANGE

\$35.94 - \$53.92 Hourly
\$74,755.20 - \$112,153.60 Annually

NATURE OF WORK:

This is a professional and supervisory position responsible for the ~~day to day~~ day-to-day management of the Engineering Division of the Department of Public Works. The work involves supervising subordinate staff, ~~preparing~~ preparing, and planning specifications for engineering projects, assigning projects to other engineering staff, and performing long range project planning. The position reports to the City Engineer.

JOB FUNCTIONS:

ESSENTIAL JOB FUNCTIONS

- Plans, organizes, assigns and supervises the work of the employees in the Engineering Division.
- Prepares plans and specifications for Engineering projects and assigns to Engineering staff.
- Performs long range project planning and assists the City Engineer in developing project and program priorities.
- Oversees 5-year plan development.
- Coordinates work with developers, utilities, bidders and consultants.
- Coordinates and provides the necessary support resources including personnel and materials for Public Works projects.
- Attends and gives presentations at public meetings regarding public works projects.

- Responsible for coordination with other division heads in the department and for development of joint projects.
- Responds to resolutions and requests from the aldermen.
- Assists in the preparation of capital and Engineering budgets.
- Conducts monthly Construction Coordinating Committee Meetings.
- Maintains regular punctual and predictable attendance, works overtime and extra hours as required.

OTHER JOB FUNCTIONS

- Administers contracts including direction of support resources.
- Responsible for contractor payments and project accounting.
- Responsible for maintaining and coordinating Public Works Infrastructure records.
- Coordinates appropriate training of subordinate staff.
- Evaluates and maintains inventory of equipment needed by staff.

REQUIREMENTS OF WORK:

Wisconsin Professional Engineering Registration required. Bachelor's degree in Civil Engineering or related field, six to seven ~~years experience~~ years' experience in engineering, with three to five years management experience, or equivalent combination of experience and training which provides the following knowledge, abilities and skills:

- Knowledge of the principles and practices of civil engineering as applied to public work projects.
- Knowledge of construction materials and standards of safety as related to structural designs and specifications.
- Ability to plan, organize and direct the work of subordinate staff.
- Ability to plan various projects and prepare related designs, estimates and specifications.
- Ability to teach, supervise and review the work of staff.
- Ability to communicate effectively, both orally or in writing, with personnel at various levels within and outside the organization.
- Ability to develop and maintain a budget.
- Ability to deal with the public in a courteous and tactful manner.
- Ability to use civil engineering software and equipment.
- Ability to sustain prolonged visual concentration.
- Ability to recognize characteristics, similarities and differences of colors, textures and shapes associated with job related tasks, objects and materials.

SUPPLEMENTAL INFORMATION:

COMPETENCIES

Communication
Staff Development (mentoring)
Motivate

Problem Solving
Adaptability/Flexibility

To learn more about these competencies click [here](#)

JOB TASK ANALYSIS:

