



CITY OF APPLETON

MEMORANDUM

Date: November 5, 2025
To: Laura Jungwirth, P.E., Director of Public Works
From: Lily Paul, Economic Development Specialist
Subject: Appleton Northside Business Association (ANBA) Seasonal Decorations Request

The Appleton Public Arts Committee met on September 3, 2025 and recommended approval of the request from Carol Killian, President of the Appleton Northside Business Association (ANBA), to replace the seasonal wreath light pole decorations with new seasonal snowflake light pole decorations located on Richmond Street (from Northland Avenue to College Avenue) and Wisconsin Avenue (Badger Avenue to Ballard Road). Also, outside of the holiday season, they are requesting banners to be placed on the light poles that represent ANBA.

Per the Art in Public Places Policy, the recommendation from the Appleton Public Arts Committee is forwarded to the committee of jurisdiction, in this case, the Community Development Committee. Community Development Committee met on September 10, 2025 with Common Council subsequently approving on September 17, 2025.

The Department of Public Works updated the "Signs in the Public Right-of-Way Policy" – which was approved by the Municipal Services Committee on September 22, 2025 and Common Council on October 1, 2025. This Policy requires banner installation consideration to be forwarded to Municipal Services Committee prior to issuance of a permit. A separate Memorandum of Understanding (MOU) for the Banners is still being drafted and will be forthcoming once complete.

The priority of this request is for consideration of the attached MOU for the Light Pole Decorations since Holiday Season is approaching. The MOU and staff memo prepared for the Public Arts Committee along with the other documents are attached as reference.

MEMORANDUM OF UNDERSTANDING

CITY OF APPLETON AND APPLETON NORTHSIDE BUSINESS ASSOCIATION SEASONAL DISPLAYS ON RICHMOND STREET AND WISCONSIN AVENUE LIGHT POLES

I. THE PARTIES

- 1.01 The City of Appleton, a Wisconsin municipal corporation, doing business at 100 North Appleton Street, Appleton, Wisconsin, 54911 ("City").
- 1.02 Appleton Northside Business Association, a Wisconsin nonstock corporation, doing business at P.O. Box 2412, Appleton, Wisconsin, 54911 ("ANBA").

II. THE RECITALS

WHEREAS,

- 2.01 The City oversees and maintains public ways within the City limits including but not limited to Richmond Street and Wisconsin Avenue.
- 2.02 ANBA owns seasonal decorations ("Decorations") that, in keeping with longstanding tradition and expectations of the residents of the City, are annually displayed on Richmond Street and Wisconsin Avenue light poles typically from a period of time beginning in November through the end of the season until removed depending on weather and/or other circumstances at the discretion of the City.
- 2.03 In a cooperative effort between the City and ANBA, City personnel hang and remove the Decorations and transport the Decorations to and from their storage location. Additionally, the City stores Decorations at a City facility, as determined by the City, when the Decorations are not on display.
- 2.04 The City and ANBA desire to enter an agreement formalizing their cooperative efforts as well as providing for mutual indemnification with respect to the storage, transportation, and display of the Decorations.

III. THE AGREEMENT

NOW, THEREFORE, it is agreed between the parties as follows:

- 3.01 The City, for good and valuable consideration and in exchange for the indemnification that follows, agrees to store the Decorations in a covered location, transport the Decorations to and from their

respective Richmond Street and Wisconsin Avenue display locations, secure the Decorations over and along Richmond Street and Wisconsin Avenue for display, and subsequently remove and transport the Decorations to their storage location.

- 3.02 The City shall use its discretion in determining when a decoration is in such condition that it is no longer serviceable as a fitting emblem for display and shall take the appropriate steps to dispose of the product
- 3.03 The City shall notify ANBA when it no longer has enough serviceable items to fill all of the available display locations/brackets, at which time ANBA may provide the City additional decorations and/or monies to purchase replacements. Should ANBA decline to provide additional decorations or funding, the City shall be under no obligation to obtain new decorations.
- 3.04 In the event there are not enough serviceable decorations to fill all the display locations/brackets, the City shall use its discretion to determine which brackets shall be utilized.
- 3.05 Repair or replacement of the decorations, mounting system or anchoring mechanism shall be the responsibility of ANBA including costs associated with repair and replacement.
- 3.06 This Agreement shall have an initial term of five (5) years, terminating on March 30, 2029, unless otherwise agreed to in writing by both parties.

IV. SEVERABILITY CLAUSE

- 4.01 In the event that any part of this Agreement is found to be unenforceable for any reason, it shall be stricken from the Agreement and the Agreement interpreted as if that clause did not exist.

V. INDEMNIFICATION

- 5.01 **For good and valuable consideration described and bargained for within this Agreement, ANBA agrees to indemnify, defend, and hold harmless the City and its officers, officials, employees and agents from and against any and all liability, loss, damage expense, costs (including attorney fees) arising out of this Agreement, including damage caused to the decorations during storage, transportation, while securing for display, and while removing from display, caused in whole or in part by ANBA, its officers, officials, employees, agents, invitees or anyone for whose acts they may be liable, except where caused by the sole negligence or willful misconduct of the City.**
- 5.02 **For good and valuable consideration described and bargained for within this Agreement, the City agrees to indemnify, defend, and hold harmless ANBA and its officers, officials, employees and agents from and against any and all liability, loss, damage expense, costs**

(including attorney fees) arising out of this Agreement during such time the decorations are displayed over and along Richmond Street and Wisconsin Avenue, caused in whole or in part by the City, its officers, officials, employees, agents, invitees or anyone for whose acts they may be liable, except where caused by the sole negligence or willful misconduct of ANBA.

VI. AMENDMENTS

- 6.01 This Agreement may only be amended in writing and any amendment shall only be effective after it is signed by both parties to the original Agreement.

VII. ADDITIONAL PROVISIONS

- 7.01 Nothing contained within this Agreement is intended to be a waiver or estoppel of the City or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including those contained within Wis. Stats. §§893.80, 895.52, and 345.05. To the extent that indemnification is available and enforceable, the municipality or its insurer shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin Law.
- 7.02 This Agreement may be executed in several counterparts, either by original signature or verified electronic signature, each of which shall be deemed an original, but such counterparts shall together constitute but one and the same Agreement. The headings in this contract are inserted for convenience of reference only and shall not constitute a part hereof.
- 7.03 Each of the parties herein represents and warrants that the execution, delivery, and performance of this Agreement has been duly authorized and signed by a person who meets statutory or other binding approval to sign on behalf that respective Party.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have caused this instrument to be executed on the day and year of the last signature below.

APPLETON NORTHSIDE BUSINESS ASSOCIATION

By: _____
Carol Killian, President

CITY OF APPLETON:

By: _____
Jacob A. Woodford, Mayor

By: _____
Amy Molitor, City Clerk

Approved as to form:

Christopher R. Behrens, City Attorney
Oty law: A24-0448 | dg



CITY OF APPLETON

MEMORANDUM

Date: September 3, 2025
To: Public Arts Committee
From: Lily Paul, Economic Development Specialist
Subject: Appleton Northside Business Association (ANBA) Light Pole Banners and Seasonal Decorations

GENERAL INFORMATION

Owner: City of Appleton/WE Energies

Applicant: Carol Killian, President of ANBA

Address/Parcel Number: Richmond Street (From Northland Ave to College Ave) & Wisconsin Avenue (Badger Avenue to Ballard Road)

Petitioner's Request: Applicant is requesting to replace the seasonal wreath light pole decorations with new seasonal snowflake light pole decorations. Also, out of season, they are requesting banners to be placed on the light poles that represent ANBA.

Appleton Public Arts Committee Meeting Date: September 3, 2025

Finance Committee: September 8, 2025

Community Development Committee: September 10, 2025

Common Council Meeting Date: September 17, 2025

PROJECT DETAILS

Project Summary: ANBA is a membership based organization that represents the businesses on/around/north of Wisconsin Avenue. Specifically, they lead many beautification projects on Wisconsin Avenue and Richmond Street, the most relevant example being the wreaths during winter. ANBA was informed by the Department of Public Works (DPW) that the wreaths are no longer able to be repaired and placed for the upcoming winter (2025).

Reason for Choosing the Proposed Location: These are the corridors that ANBA focuses on because they are the most heavily traveled. Also, they are where the existing decorations are currently installed.

Description of How the Work is Installed/Anchored/Attached: Please see attached sheet for installment instructions. The DPW will install the decorations.

Timeline and Duration of Installation: The snowflakes will be installed before Thanksgiving and will remain until March. The banners will then replace the snowflakes until Memorial Day. American Flags are up from Memorial Day until end of summer. If time allows, the banners will also go up in fall before the snowflakes.

Maintenance and Cost: Community Development, Departments of Public Works, and Legal Services will work with the applicant to update their Memorandum of Understanding to address how future maintenance will be handled. The new decorations and banners will initially be paid for through ANBA's Community Foundation funds. These funds must be transferred to the City to then complete the transaction.

Associated Signage: There is no proposal for signage, but if that changes, she will abide by the following: Per the Art in Public Places Policy, any artwork signage shall meet the parameters set forth in Zoning Code Section 23-531(e), which allows each artwork one plaque/sign not to exceed nine square feet in size. Any proposed signs and their placement shall be approved by the Department of Public Works.

Appleton Comprehensive Plan 2010-2030: The City of Appleton *Comprehensive Plan 2010-2030* illustrates the importance of the arts community to Appleton and encourages the expansion and promotion of placemaking and arts in the City. The proposed public art project is consistent with the following goals and objectives of the *Comprehensive Plan 2010-2030*.

Chapter 3 – Community Vision #12: Creative place making and public art enhance the public realm and contribute to a vibrant economy.

RECOMMENDATION

Based upon the guidelines outlined in the Art in Public Places Policy, staff recommend that the proposed light pole decorations as described in the attached documents, **BE APPROVED**.

Community Development Department
City of Appleton

Public Art Committee
City of Appleton

Re: Public Art Proposal Submission – ANBA Project

Dear Members of the Community Development Department and Public Art Committee,

On behalf of the Appleton Northside Business Association (ANBA), I am pleased to submit our application for a new public art initiative. We appreciate your time and consideration of this project, which we believe will add value and vibrancy to our community.

Project Description

ANBA proposes to replace the existing holiday decorations in designated areas on the Northside of Appleton with updated flags, banners, and seasonal décor. The new installations will improve aesthetics, create a welcoming environment, and support both business and community growth in this district.

Attached Documentation

Detailed description of the proposed artwork

Sketches of the designs

Site plan and maps identifying selected locations

Reason for Proposed Location

Through physical walk-throughs of both targeted streets, ANBA identified ideal positions for flags, banners, and holiday decorations. These areas are highly visible to both residents and visitors, and enhancing them will uplift the appearance of nearby businesses and residential spaces.

Installation & Timeline

City of Appleton will continue to install and remove holiday decorations and flags on the current schedule.

Banners will remain installed year-round, reducing the city's current workload.

Installation of the new banners is anticipated to occur within six months of approval.

Storage & Maintenance

All products will be stored in the same city facility where current decorations and flags are housed.

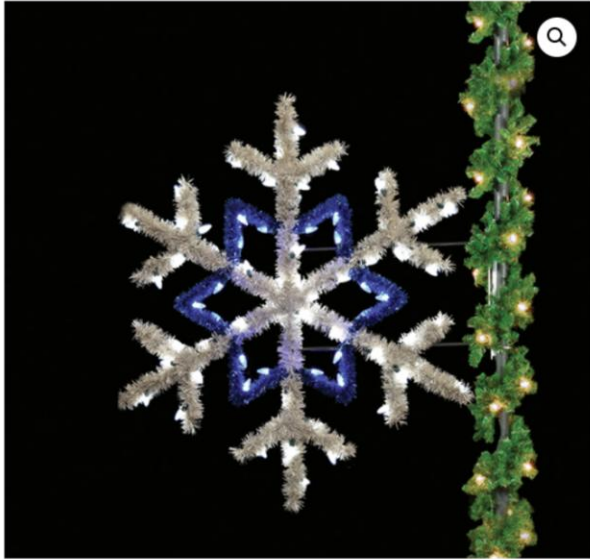
ANBA will take responsibility for future replacement of banner supplies.

Conclusion

This project will enhance the identity and visual appeal of Appleton's Northside, contributing to a thriving business community and enriched neighborhood environment.

Thank you for considering our application for public art. We look forward to your review and support of this initiative.

Sincerely,
Carol Killian
President
Appleton Northside Business Association (ANBA)



Star Snowflake

\$695.00 – \$845.00

Festive Star Snowflake

Size

4'x4'



[Clear](#)

Festive Star Snowflake with Garland, 48 C9 Lamps, Weighs 29lbs.

\$695.00

1

[Add to My Wish List](#)

SKU: PM-SLB-SS48



Assembly Instructions

Pole Mounts



Pole Mounts

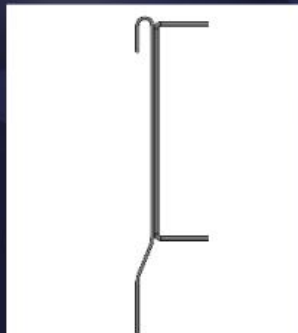
Pole-mounted displays provide an effective and versatile way to showcase holiday decorations in outdoor spaces. Designed for side, center mounting on poles or posts, they are ideal for lining streets, enhancing shopping centers, or adding festive charm to neighborhoods.

Note: These steps are guidelines only. It is the responsibility of the installer to contrive an installation which is safe, and complies with all local codes.

NECESSARY COMPONENTS



Pole Plate



Backbone



Banding Strap(s)

Standard & Mini Backbone

Instructions for Setup

Secure pole plate to utility pole using supplied stainless steel banding straps. (1a.)

Insert bottom tang of decoration first. (1b.)

Align top hook and drop into place. (1c.)

Connect the power lead.

Note: Pole plates may be left in place year round if desired.



(1a.)



(1b.)



(1c.)



Mini Backbone



Assembly Instructions Pole Mounts

Direct Mount

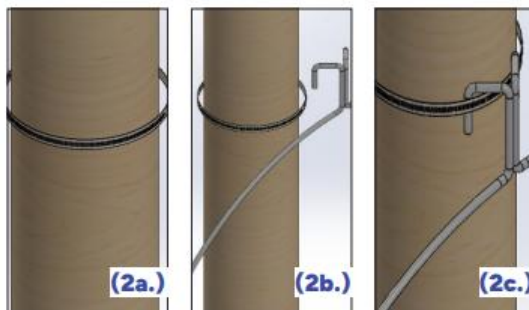
Instructions for Setup

Loosely wrap the stainless steel banding strap around the pole, do not fully tighten. (2a.)

Attach the direct mount bracket by hooking it onto the banding strap. (2b.)

Tighten the banding strap securely. (2c.)

Connect the power lead.



Spade Mount

Instructions for Setup

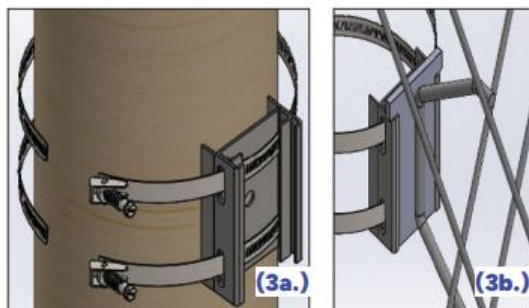
Secure spade mount bracket to utility pole using supplied stainless steel banding straps. (3a.)

Insert bottom tang of spade tongue first.

Align vertically & drop into place. (3b.)

Connect the power lead.

Note: Pole plates may be left in place year round if desired.



Thank you for choosing us to bring holiday joy and light to your display. For more information about our products, please contact your design consultant. You can also visit our website to explore additional decorations and see what's new this season.

We're grateful for the opportunity to be part of your holiday celebrations.

- The Holiday Outdoor Decor Family



HolidayOutdoorDecor.com

877.444.8888