



City of Appleton

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

Meeting Agenda - Final Common Council

Wednesday, February 21, 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
[24-0177](#) Common Council Meeting Minutes of February 7, 2024

Attachments: [CC Minutes 2-7-24.pdf](#)
- G. BUSINESS PRESENTED BY THE MAYOR
- 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**

[23-1405](#) Resolution #12-R-23 Closure of the Whitman Yard Waste Site

Attachments: [#12-R-23 Closure of Whitman Yard Waste Site.pdf](#)
[Whitman Site Resolution_Staff Memo.pdf](#)
[Yard Site Community Comparison.pdf](#)
[2024.02.07_Whitman Site Resolution Memo_Final.pdf](#)

Legislative History

11/20/23	Municipal Services Committee	held
1/8/24	Municipal Services Committee	held <i>Hold until 2/12 or next scheduled meeting thereafter.</i>
2/12/24	Municipal Services Committee	recommended for denial

[24-0149](#) Preliminary Resolution 1-P-24 for Concrete Pavement, Driveway Aprons and Sidewalk Construction be adopted and refer the matter to the Finance Committee to determine the assessment rate.

Attachments: [1-P-24 Concrete Paving Sidewalks and Aprons.pdf](#)

Legislative History

2/12/24	Municipal Services Committee	recommended for approval
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[24-0150](#) Preliminary Resolution 2-P-24 for Sanitary Laterals, Storm Laterals and Storm Main Construction be adopted and refer the matter to the Finance Committee to determine the assessment rate.

Attachments: [2-P-24 Sanitary Laterals, Storm Laterals, Storm Main.pdf](#)

Legislative History

2/12/24	Municipal Services Committee	recommended for approval
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[24-0151](#) Award 2024 Materials Testing and Contaminated Soils Contract (M-24) to Westwood Infrastructure, Inc. in an amount not to exceed \$100,000.

Attachments: [M-24 Contract Award Memo.pdf](#)

Legislative History

2/12/24	Municipal Services Committee	recommended for approval
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2. MINUTES OF THE SAFETY AND LICENSING COMMITTEE[24-0145](#) Proposed Modifications to the Special Event Policy

Attachments: [S&L Memo- Special Event Policy Updates.pdf](#)
[Special Event Policy - 2024 Edits- Formatted.pdf](#)

Legislative History

2/14/24 Safety and Licensing recommended for approval
Committee

[24-0086](#)

Class "B" Beer / "Class C" Wine license application for Apple Valley Pancake House Inc, Memedali Useini, Agent, located at 1216 W Wisconsin Avenue, contingent upon approval from the Health and Inspection departments

Attachments: [Apple Valley Pancake House.pdf](#)

Legislative History

2/14/24 Safety and Licensing recommended for approval
Committee

[24-0091](#)

Class "B" Beer / "Class C" Wine license application for Ototo LLC d/b/a Ototo Ramen, Lee Lor, Agent, located at 205 N Richmond St, contingent upon approval from the Health and Inspection departments

Attachments: [Ototo LLC.pdf](#)

[Ototo Ramen-SUP 2-21 Transfer Report.pdf](#)

Legislative History

2/14/24 Safety and Licensing recommended for approval
Committee

[24-0094](#)

2024 Secondhand Article License renewal applications, contingent upon approval from all departments.

Attachments: [Secondhand Article Renewal-2-14-24.pdf](#)

Legislative History

2/14/24 Safety and Licensing recommended for approval
Committee

[24-0107](#)

Class "A"- Beer/ "Class A"- Liquor License Change of Agent application for Walgreens # 12693, New Agent, Andrew S. Krueger, located at 836 E. John St.

Attachments: [Walgreens Change of Agent.pdf](#)

Legislative History

2/14/24 Safety and Licensing recommended for approval
Committee

[24-0173](#)

Class "A"- Beer/ "Class A"- Liquor License Change of Agent application for Ultimate Mart LLC d/b/a, Pick N Save # 123, New Agent, Timothy Smith, located at N4459 Nelson Rd, Princeton, WI

Attachments: [Pick-N-Save-Change-of-Agent.pdf](#)

Legislative History

2/14/24 Safety and Licensing recommended for approval
Committee

3. MINUTES OF THE CITY PLAN COMMISSION**4. MINUTES OF THE PARKS AND RECREATION COMMITTEE**

[24-0099](#) Award the City of Appleton's "2024 Green Meadows Park Playground Equipment Project" contract to Lee Recreation in an amount not to exceed \$85,000.

Attachments: [2024 Green Meadows Park Playground Memo.docx](#)

Legislative History

2/12/24 Parks and Recreation recommended for approval
Committee

[24-0162](#) Request to award contract to AECOM for Phase II design and construction management services for Lutz Park shoreline redevelopment and trail in the amount of \$88,400 with a design contingency of \$5,000 for a total contract not to exceed \$93,400

Attachments: [2024 Lutz Park Design Phase II Memo.doc](#)
[AECOM Lutz Park Contract.pdf](#)

Legislative History

2/12/24 Parks and Recreation recommended for approval
Committee

[24-0163](#) Request Approval of Aquatic Program Fees and Charges Policy

Attachments: [Memo Aquatic Fees and Charges Policy.2024.pdf](#)
[Aquatic Programs Fees and Charge.CLEAN.2024.pdf](#)
[Aquatic Programs Fees and Charge.REDLINE.2024.pdf](#)

Legislative History

2/12/24 Parks and Recreation recommended for approval
Committee

[24-0164](#) Request Approval of Recreation Program Fee Waiver Policy

Attachments: [Memo Recreation Fee Waiver Policy 2024.pdf](#)
[Fee Waiver Policy.CLEAN.2024.pdf](#)
[Fee Waiver Policy.REDLINE.2024.pdf](#)

Legislative History

2/12/24 Parks and Recreation recommended for approval
Committee

[24-0165](#) Request Approval of Pool Rental, Reservation, and General Use Policy

Attachments: [Memo Pool Rental, Reservation, and General Use Policy.2024.pdf](#)
[Pool Rental, Reservation and General Use Policy.CLEAN.2024.pdf](#)
[Pool Rental, Reservation and General Use Policy.REDLINE.2024.pdf](#)

Legislative History

2/12/24 Parks and Recreation recommended for approval
 Committee

5. MINUTES OF THE FINANCE COMMITTEE

[24-0121](#) Request to award the 2024 Peabody Park Trail Project to MCC, Inc. in the amount of \$106,661.70 with a contingency of \$20,000 for a total not to exceed \$126,661.70.

Attachments: [2024 Peabody Trail Project Finance Memo.pdf](#)

Legislative History

2/12/24 Finance Committee recommended for approval

[24-0126](#) Request to award AWWTP Sludge Piping and Digester Heat Exchanger Replacement Base Bid with Alternate Bid to Rohde Brothers Inc. in the amount of \$1,612,000 with 15% contingency of \$241,800 for a project total not to exceed \$1,853,800.

Attachments: [240201_Finance Memo_SludgePipe_HEX Project Bid Award_Rohde.pdf](#)
[SludgePipe_HEX BidTab.pdf](#)

Legislative History

2/12/24 Finance Committee recommended for approval

[24-0133](#) Request to approve Madra's Cafe request for partial refund of 2023 personal property taxes in the amount of \$2,104.43 for 819 W. Wisconsin Ave., Appleton, WI (parcel 31-5-99-3552-10)

Attachments: [Madra's Cafe.pdf](#)

Legislative History

2/12/24 Finance Committee recommended for approval

[24-0134](#) Request to approve Timothy J Vosters DDS request for partial refund of 2023 personal property taxes in the amount of \$745.88 for 2214 E. Evergreen Dr., Appleton, WI (parcel 31-1-99-2654-00)

Attachments: [Timothy Vosters DDS.pdf](#)

Legislative History

2/12/24 Finance Committee recommended for approval

[24-0135](#) Request to approve Compass Two, LLC request for refund of 2023 personal property taxes in the amount of \$56.88 for 2626 N. Oneida St., Appleton, WI (parcel 31-6-99-2024-95)

Attachments: [Compass Two LLC.pdf](#)

Legislative History

- 2/12/24 Finance Committee recommended for approval
- [24-0155](#) Request to approve Finance Committee Report for Preliminary Resolution 1-P-24 for Concrete Pavement, Sidewalk Construction and Driveway Aprons.
Attachments: [1-P-24 Finance Report.pdf](#)
- Legislative History**
- 2/12/24 Finance Committee recommended for approval
- [24-0156](#) Request to approve Finance Committee Report for Preliminary Resolution 2-P-24 for Sanitary Laterals, Storm Laterals and Storm Main Construction.
Attachments: [2-P-24 Finance Report.pdf](#)
- Legislative History**
- 2/12/24 Finance Committee recommended for approval
- [24-0157](#) Request to award Unit DE-24 Miscellaneous Sidewalk & Concrete Street Excavation Repairs to Al Dix Concrete Inc. in an amount not to exceed \$901,850.
Attachments: [DE-24 Contract Award Form w Bid Tab.pdf](#)
- Legislative History**
- 2/12/24 Finance Committee recommended for approval
- [24-0158](#) Request to award Unit X-24 Water Reconstruction to Kruczek Construction Inc. in the amount of \$1,579,000 with a 1.3% contingency of \$20,000 for a project total not to exceed \$1,599,000.
Attachments: [X-24 Contract Award Form w Bid Tab.pdf](#)
- Legislative History**
- 2/12/24 Finance Committee recommended for approval
- [24-0159](#) Request to award Unit Y-24 Lead & Galvanized Water Service Line Replacement to VanRite Plumbing Inc. in an amount not to exceed \$524,896.87.
Attachments: [Y-24 Contract Award Form w Bid Tab.pdf](#)
- Legislative History**
- 2/12/24 Finance Committee recommended for approval
- [24-0160](#) Request to award Unit U-24 Lead & Galvanized Water Service Line Replacement to MRJ Inc. dba Joski Sewer in an amount not to exceed \$611,302.
Attachments: [U-24 Contract Award Form w Bid Tab.pdf](#)
- Legislative History**
- 2/12/24 Finance Committee recommended for approval
- [24-0161](#) Request to award Unit A-24 Concrete Paving to Vinton Construction Company in the amount of \$3,847,407.27 with a 1.3% contingency of \$50,000 for a project total not to exceed \$3,897,407.27.
Attachments: [A-24 Contract Award Form w Bid Tab.pdf](#)
- Legislative History**

2/12/24 Finance Committee recommended for approval

[24-0169](#)

Request to reject bids from August Winter and Sons, Inc., and Southport Engineered Systems for the Fire Station #1 and Fire Station #6 HVAC Upgrades Project.

Attachments: [2023 Fire Station #1 and #6 HVAC Upgrades Project \(Reject Bids\).pdf](#)

Legislative History

2/12/24 Finance Committee recommended for approval

[24-0170](#)

Request to award the 2024 Water Plant HVAC Upgrades Project contract to Rohde Brothers, Inc. in the amount of \$807,000 with a contingency of 10% for a project total not to exceed \$887,700.

Attachments: [2024 Water Plant HVAC Upgrades Project.pdf](#)

Legislative History

2/12/24 Finance Committee recommended for approval

[24-0171](#)

Request to approve the following 2023-2024 Budget carryover appropriation:

Water Utility Fund

2023 Water Infrastructure	- \$178,932
2024 Z-24 Water Infrastructure	+ \$178,932

Carryover positive variance from the 2023 Water Infrastructure project not under contract to the 2024 Water Infrastructure project to provide additional funds for the Z-24 project (2/3 vote of Council required).

Legislative History

2/12/24 Finance Committee recommended for approval

[24-0172](#)

Request to award Unit Z-24 Water Reconstruction to Advance Construction Inc. in the amount of \$980,663 with a 1% contingency of \$10,000 for a project total not to exceed \$990,663.

Attachments: [Z-24 Contract Award Form w Bid Tab.pdf](#)

Legislative History

2/12/24 Finance Committee recommended for approval

6. **MINUTES OF THE COMMUNITY AND ECONOMIC DEVELOPMENT COMMITTEE**
7. **MINUTES OF THE UTILITIES COMMITTEE**
8. **MINUTES OF THE HUMAN RESOURCES & INFORMATION TECHNOLOGY COMMITTEE**

[24-0128](#) Lead Forensic Evidence Specialist.

Attachments: [Lead FES Chief Olson Memo .pdf](#)
[Lead FES Memo Capt Wallace.pdf](#)
[Lead Forensic Evidence Specialist.pdf](#)
[Police DRAFT 1.18.24.pdf](#)

Legislative History

2/14/24 Human Resources & Information Technology Committee recommended for approval

9. MINUTES OF THE FOX CITIES TRANSIT COMMISSION

10. MINUTES OF THE BOARD OF HEALTH

2. [24-0115](#) BOTS Grant Acceptance Recommendation

Attachments: [2024.02 BOTSMemo a.pdf](#)

Legislative History

2/14/24 Board of Health recommended for approval
Speaker: Sonja Jensen, Deputy Director, RN Supervisor

Spears moved, seconded by Alderperson Meltzer, that the BOTS Grant Acceptance be recommended for approval. Roll Call. Motion carried by the following vote:

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. CLOSED SESSION

[24-0179](#)

The Common Council will go into closed session according to State Statute §19.85(1)(e) for the purposes of deliberating or negotiating the purchasing of public properties and the investing of public funds, regarding the U.S. Venture development project and then reconvene into open session.

T. ADJOURN

Kami Lynch, City Clerk

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

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



City of Appleton

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

Meeting Minutes - Final Common Council

Wednesday, February 7, 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 Meltzer

C. PLEDGE OF ALLEGIANCE TO THE FLAG

D. ROLL CALL OF ALDERPERSONS

Present: 14 - Alderperson William Siebers, Alderperson Vered Meltzer, Alderperson Brad Firkus, Alderperson Israel Del Toro, Alderperson Katie Van Zeeland, Alderperson Denise Fenton, Alderperson Patrick Hayden, Alderperson Joss Thyssen, Alderperson Alex Schultz, Alderperson Kristin Alfheim, Alderperson Nate Wolff, Alderperson Sheri Hartzheim, Alderperson Chad Doran and Mayor Jake Woodford

Excused: 2 - Alderperson Vaya Jones and Alderperson Christopher Croatt

E. ROLL CALL OF OFFICERS AND DEPARTMENT HEADS

All Departments were represented.

F. APPROVAL OF PREVIOUS COUNCIL MEETING MINUTES

[24-0097](#)

Common Council Meeting Minutes of January 17, 2024

Attachments: [CC Minutes 1-17-24.pdf](#)

Alderperson Hartzheim moved, seconded by Alderperson Van Zeeland, 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 Israel Del Toro, Alderperson Katie Van Zeeland, Alderperson Denise Fenton, Alderperson Patrick Hayden, Alderperson Joss Thyssen, Alderperson Alex Schultz, Alderperson Kristin Alfheim, Alderperson Nate Wolff, Alderperson Sheri Hartzheim and Alderperson Chad Doran

Excused: 2 - Alderperson Vaya Jones and Alderperson Christopher Croatt

Abstained: 1 - Mayor Jake Woodford

G. BUSINESS PRESENTED BY THE MAYOR

[24-0104](#) Utilities Director Recommendation

Attachments: [Utilities Director Recommendation to Council.pdf](#)
[C. Stempa Resume.pdf](#)

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

Aye: 13 - Aldersperson William Siebers, Aldersperson Vered Meltzer, Aldersperson Brad Firkus, Aldersperson Israel Del Toro, Aldersperson Katie Van Zeeland, Aldersperson Denise Fenton, Aldersperson Patrick Hayden, Aldersperson Joss Thyssen, Aldersperson Alex Schultz, Aldersperson Kristin Alfheim, Aldersperson Nate Wolff, Aldersperson Sheri Hartzheim and Aldersperson Chad Doran

Excused: 2 - Aldersperson Vaya Jones and Aldersperson Christopher Croatt

Abstained: 1 - Mayor Jake Woodford

[24-0105](#) Proclamations
- Black History Month
- Burn Awareness Week
- Go Red for Women

Attachments: [Black History Month 2024.pdf](#)
[Burn Awareness Week 2024 .pdf](#)
[Go Red for Women Proclamation 2024.pdf](#)

[24-0106](#) AFD Stop the Bleed Demonstration

Lt. Ryan Lee gave the Stop the Bleed Demonstration.

H. PUBLIC PARTICIPATION

I. PUBLIC HEARINGS

J. SPECIAL RESOLUTIONS

K. ESTABLISH ORDER OF THE DAY

[24-0061](#)

Resolution for use of Efficiency and Conservation Block Grant Funds

Attachments: [#1-R-24 Efficiency and Conservation Block Grant Funds.pdf](#)
[2024 Resolution EECBG Memo.docx](#)

Aldersperson Hartzheim moved, seconded by Aldersperson Doran, that the Resolution be amended to substitute the final paragraph as follows: Therefore, be it resolved that \$134,180 from the Efficiency and Conservation Block Grant (EECBG) grant will be applied to an existing qualifying initiative in the Appleton Public Library building project without expanding the already approved scope of the library building project.

Be it further resolved that the resulting taxpayer debt savings of \$134,180 will be applied to another already budgeted city project or projects in lieu of the city incurring further debt for the other budgeted city project or projects.

Roll Call. Motion failed by the following vote:

Aye: 2 - Aldersperson Sheri Hartzheim and Aldersperson Chad Doran

Nay: 11 - Aldersperson William Siebers, Aldersperson Vered Meltzer, Aldersperson Brad Firkus, Aldersperson Israel Del Toro, Aldersperson Katie Van Zeeland, Aldersperson Denise Fenton, Aldersperson Patrick Hayden, Aldersperson Joss Thyssen, Aldersperson Alex Schultz, Aldersperson Kristin Alfheim and Aldersperson Nate Wolff

Excused: 2 - Aldersperson Vaya Jones and Aldersperson Christopher Croatt

Abstained: 1 - Mayor Jake Woodford

Aldersperson Van Zeeland moved, seconded by Aldersperson Alfheim, that the Resolution be approved. Roll Call. Motion carried by the following vote:

Aye: 11 - Aldersperson William Siebers, Aldersperson Vered Meltzer, Aldersperson Brad Firkus, Aldersperson Israel Del Toro, Aldersperson Katie Van Zeeland, Aldersperson Denise Fenton, Aldersperson Patrick Hayden, Aldersperson Joss Thyssen, Aldersperson Alex Schultz, Aldersperson Kristin Alfheim and Aldersperson Nate Wolff

Nay: 2 - Aldersperson Sheri Hartzheim and Aldersperson Chad Doran

Excused: 2 - Aldersperson Vaya Jones and Aldersperson Christopher Croatt

Abstained: 1 - Mayor Jake Woodford

L. COMMITTEE REPORTS

Balance of the action items on the agenda.

Aldersperson Hartzheim moved, Aldersperson Fenton seconded, to approve the balance of the agenda. The motion carried by the following vote:

Aye: 13 - Alderperson William Siebers, Alderperson Vered Meltzer, Alderperson Brad Firkus, Alderperson Israel Del Toro, Alderperson Katie Van Zeeland, Alderperson Denise Fenton, Alderperson Patrick Hayden, Alderperson Joss Thyssen, Alderperson Alex Schultz, Alderperson Kristin Alfheim, Alderperson Nate Wolff, Alderperson Sheri Hartzheim and Alderperson Chad Doran

Excused: 2 - Alderperson Vaya Jones and Alderperson Christopher Croatt

Abstained: 1 - Mayor Jake Woodford

1. MINUTES OF THE MUNICIPAL SERVICES COMMITTEE

[24-0063](#)

Approve request from The Boldt Company for a street occupancy permit for the Fox Commons City Center Plaza construction site access point along Washington Street for a period ending on July 1, 2024.

Attachments: [Permanent Boldt - Fox Commons - 2-08-24 to 7-01-24.pdf](#)

This Report Action Item was approved.

[24-0064](#)

Approve request from Appleton Downtown Inc. and Creative Downtown Appleton, Inc. for a street occupancy permit to place ice carving throughout the downtown beautification strips for the weekend of February 23, 2024 and will remain up until they melt.

Attachments: [Creative ADI Ave of Ice Permit to Occupy 2024.pdf](#)

This Report Action Item was approved.

[24-0065](#)

Approve the 2024 Sole Source Purchase Request related to Various Traffic Equipment and Technologies.

Attachments: [Sole Source Purchase Request - Traffic Equipment \(2024\).pdf](#)

This Report Action Item was approved.

[24-0066](#)

Approve the award of single source contract with Star Protection and Patrol for 2024 Parking Ramp Security Services in an amount not to exceed \$57,000.00.

Attachments: [2024 Award Memo Star Protection and Patrol Security Services at Parking Ramps.pdf](#)

This Report Action Item was approved.

2. MINUTES OF THE SAFETY AND LICENSING COMMITTEE

3. MINUTES OF THE CITY PLAN COMMISSION

4. MINUTES OF THE PARKS AND RECREATION COMMITTEE

[24-0060](#) Request to award contract to ISG for Phase II design services for Lundgaard Park in the amount of \$66,500 with a design contingency of \$5,000 for a total contract not to exceed \$71,500.

Attachments: [2024 Lundgaard Park Design Phase II.pdf](#)

This Report Action Item was approved.

[23-1472](#) Request to Adopt the Proposed Revised Jones Park Rental and Fee Schedule Policy

Attachments: [Jones Park Rental and Fee Schedule Policy Memo.pdf](#)
[Jones Park - Rental Fee Policy - CLEAN.pdf](#)
[Jones Park - Rental Fee Policy - REDLINED.pdf](#)

This Report Action Item was approved.

[23-1471](#) Adopt the Proposed Revised Houdini Plaza Rental and Fee Schedule Policy

Attachments: [Houdini Plaza Rental and Fee Schedule Policy Memo.pdf](#)
[Houdini Plaza Rental and Fee Schedule - CLEAN.pdf](#)
[Houdini Plaza Rental and Fee Schedule - REDLINED.pdf](#)

This Report Action Item was approved as amended in Committee.

5. MINUTES OF THE FINANCE COMMITTEE

[24-0081](#) Request to award Unit W-24 Sewer & Watermain Reconstruction No. 1 to Kruczek Construction, Inc. in the amount of \$2,959,994.96 with a 1% contingency of \$30,000 for a project total not to exceed \$2,989,994.96.

Attachments: [Contract Award Form W-24 w Bid Tab_Finance 01-22-2024.pdf](#)
[Award Memo and Request for Scope Revision - Unit W-24 Sewer Water Relay No.1 Final.pdf](#)

This Report Action Item was approved.

[24-0087](#)

Request to approve Change Order #1 for Project Z-23 Water Reconstruction to increase for additional costs in the amount of \$335,035.04, resulting in a decrease to contingency from \$150,000 to \$0, along with the following 2023 budget amendment (2/3 vote of Council required):

Water Fund

Z-23 Water Reconstruction	+ \$185,035.04
X-23 Water Capital Construction	- \$185,035.04

Attachments: [Copy of Z-23 Change Order Approval Form.pdf](#)
[Z-23 Change Order 1 Contract Amendment Memo Final r1.pdf](#)

This Report Action Item was approved.

6. MINUTES OF THE COMMUNITY AND ECONOMIC DEVELOPMENT COMMITTEE

[24-0052](#)

Request to approve the Preliminary 2024-2025PY (Program Year) Community Development Block Grant (CDBG) Community Partner Allocations (Non-Public Services) as specified in the attached staff memo

Attachments: [Staff Memo_CDBG Advisory Board Recommendations_2024 Allocations.pdf](#)
[Award Allocation Recommendations From CDBG Advisory Board 1-15-2024.pdf](#)
[PY2024 CDBG Application Information.pdf](#)
[Approved CDBG Policy 11-17-2021.pdf](#)
[CDBG Funding History.pdf](#)

This Report Action Item was approved.

[24-0053](#)

Request to approve the reallocation of 2023-2024PY (Program Year) Community Development Block Grant (CDBG) funding in the amount of \$28,981.24 among the 2024-2025PY Public Services applicants as specified in the attached staff memo

Attachments: [Staff Memo_CDBG Advisory Board Recommendations_2023 PS Reallocation.pdf](#)
[Award Allocation Recommendations From CDBG Advisory Board 1-15-2024.pdf](#)
[PY2024 CDBG Application Information.pdf](#)
[Approved CDBG Policy 11-17-2021.pdf](#)
[CDBG Funding History.pdf](#)

This Report Action Item was approved.

7. MINUTES OF THE UTILITIES COMMITTEE

[24-0076](#)

Sole Source Engineering Services Contract to McMahon Associates as part of the 2024 Aeration Process Upgrades Project in the amount of \$64,500 with a 12% contingency of \$7,740 for a Project Total not to exceed \$72,240.

Attachments: [240119_UC Sole Source Memo_AerationProcessUpgradesMcMahon.pdf](#)
[20240118 Aeration Process Upgrades Project.pdf](#)

This Report Action Item was approved.

[24-0077](#)

Award Final Clarifier Tank Underdrain and Tank Drain Rehabilitation Contract to Sabel Mechanical in the amount of \$44,411 with 15% contingency of \$6,662 for a project total not to exceed \$51,073.

Attachments: [240119_Memo_Final Clarifier Underdrain Rehab Contract_Sabel.pdf](#)

This Report Action Item was approved.

[24-0088](#)

Sole Source purchase of Final Clarifier Tank Underdrain and Tank Drain Pumps, Pump Rail Guide Systems, and Miscellaneous Pump Fittings from Quality Flow Systems in the amount of \$89,960 with a 5% contingency of \$4,500 for a total not to exceed \$94,460.

Attachments: [240119_Memo_Final Clarifier Underdrain Pump Purchase.pdf](#)
[011924 Quality Flow Systems Sole Source Request.pdf](#)

This Report Action Item was approved.

8. MINUTES OF THE HUMAN RESOURCES & INFORMATION TECHNOLOGY COMMITTEE

9. MINUTES OF THE FOX CITIES TRANSIT COMMISSION

[24-0070](#)

Access Control Contract - Whitman Construction Project

Attachments: [Authorization to Purchase Access Control from Faith Technologies 01.17.2024.pdf](#)

This Report Action Item was approved.

10. MINUTES OF THE BOARD OF HEALTH

M. CONSOLIDATED ACTION ITEMS

N. ITEMS HELD

[23-1476](#)

Resolution #15-R-23 Parking Facility & Management Study

Attachments: [#15-R-23 Parking Facility & Management Study.pdf](#)
[15-R-23 Parking Facility Management Study Amended.pdf](#)

Alderson Doran moved, seconded by Alderson Hartzheim, that the Resolution be amended by substitution back to its original form. Roll Call. Motion failed by the following vote:

Aye: 5 - Alderson Patrick Hayden, Alderson Alex Schultz, Alderson Nate Wolff, Alderson Sheri Hartzheim and Alderson Chad Doran

Nay: 8 - Alderson William Siebers, Alderson Vered Meltzer, Alderson Brad Firkus, Alderson Israel Del Toro, Alderson Katie Van Zeeland, Alderson Denise Fenton, Alderson Joss Thyssen and Alderson Kristin Alfheim

Excused: 2 - Alderson Vaya Jones and Alderson Christopher Croatt

Abstained: 1 - Mayor Jake Woodford

Alderson Fenton moved, seconded by Alderson Van Zeeland, that the Resolution be denied. Roll Call. Motion carried by the following vote:

Aye: 11 - Alderson William Siebers, Alderson Vered Meltzer, Alderson Brad Firkus, Alderson Israel Del Toro, Alderson Katie Van Zeeland, Alderson Denise Fenton, Alderson Patrick Hayden, Alderson Joss Thyssen, Alderson Alex Schultz, Alderson Kristin Alfheim and Alderson Nate Wolff

Nay: 2 - Alderson Sheri Hartzheim and Alderson Chad Doran

Excused: 2 - Alderson Vaya Jones and Alderson Christopher Croatt

Abstained: 1 - Mayor Jake Woodford

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

Aldersperson Hartzheim moved, seconded by Aldersperson Del Toro, that the meeting be adjourned at 7:37 p.m. Roll Call. Motion carried by the following vote:

Aye: 13 - Aldersperson William Siebers, Aldersperson Vered Meltzer, Aldersperson Brad Firkus, Aldersperson Israel Del Toro, Aldersperson Katie Van Zeeland, Aldersperson Denise Fenton, Aldersperson Patrick Hayden, Aldersperson Joss Thyssen, Aldersperson Alex Schultz, Aldersperson Kristin Alfheim, Aldersperson Nate Wolff, Aldersperson Sheri Hartzheim and Aldersperson Chad Doran

Excused: 2 - Aldersperson Vaya Jones and Aldersperson Christopher Croatt

Abstained: 1 - Mayor Jake Woodford

Kami Lynch, City Clerk

Resolution#12-R-23

Resolution to Close Whitman Yard Waste Site

Submitted By: *Aldersperson Doran – District 15*

Date: *November 15, 2023*

Referred To: *Municipal Services Committee*

Whereas the City of Appleton is one of the only communities to provide two yard waste sites for residents; and

Whereas the services offered at the Whitman yard waste site are a duplicate of services offered at the Glendale yard waste site and the Outagamie County solid waste and recycling center; and

Whereas the closure of the Whitman site is able to be absorbed at the Glendale yard waste site with no loss in service to residents; and

Whereas closing the Whitman site will save the city more than \$50,000 each year in operational costs; and

Whereas closure of the Whitman site can alleviate storage issues for both materials and equipment for the Department of Public Works immediately and in the future, while also providing additional savings in lower fuel costs and efficiencies in productivity and time savings for operations;

Now Therefore Be It Resolved that the Appleton Common Council directs the Department of Public Works and relevant city departments to execute the closure of the Whitman yard waste site through the 2025 budget process, and carry out necessary steps in 2024 to effect this change in the 2025 budget.



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

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

To: Municipal Services Committee
From: Danielle Block, Director of Public Works
Nate Loper, Deputy Director of Public Works
Date: January 3, 2024
Re: Resolution #12-R-23 Closure of the Whitman Yard Site

The City of Appleton Public Works Department currently provides the following services to assist residents with disposing of various yard waste materials.

- **Curbside Collection**
 - Spring yard waste collection – Collect bagged and bundled yard waste (plants, grass, leaves, and branches) from the terrace. We provide 4 consecutive rounds of collection. Free of charge.
 - Fall leaf collection – Collect bulk leaves from the terrace or roadway (depending on the zone), as well as bagged and bundled yard waste (plants, grass, leaves, and branches) from the terrace. We provide 3 to 4 rounds of collection. Free of charge.
 - Christmas tree collection – Collect trees from the terrace during one week each January. Free of charge.
- **Glendale Yard Site**
 - Open Year-Round Friday, Saturday, Sunday and Monday. Hours: 8am to 5:45pm Summer and 8am to 4:45pm Winter
 - Branches, brush, leaves, grass, yard waste, oil, appliances, tires, and single stream recycling. Charges apply to certain items based on fee schedule.
 - Site is approximately 3 acres.
 - Staffed to monitor site during open hours.
- **Whitman Yard Site**
 - Open Seasonally Friday, Saturday, Sunday and Monday (closed Thanksgiving to April 1). Hours 8am – 5:45pm.
 - Branches, brush, leaves, grass, yard waste, and oil. Charges apply to certain items based on fee schedule.
 - Site is approximately 3 acres.
 - Staffed to monitor site during open hours.

- **Is there a way to reduce costs/duplication without major consequences – alternating days of service so the County and one of the Appleton sites are open daily?**
 - Public Works staff proposes the following schedule for consideration. This would keep both sites open with a modified schedule to better accommodate customer schedules. This would provide a free option for yard waste disposal, 7 days per week in the summer, and be cost neutral to taxpayers and customers. The proposed schedule also helps DPW address the challenges we face with staffing 2 sites on weekends, especially with one site being at a remote location. The winter schedule would be more in line with other municipalities, and allows for this employee to assist with other operations. We currently average 12-15 customers per day on winter weekends.

SUMMER HOURS (April to Thanksgiving)

	<u>Sun</u>	<u>Mon</u>	<u>Tue</u>	<u>Wed</u>	<u>Thu</u>	<u>Fri</u>	<u>Sat</u>
Glendale	9-6	9-6	X	X	X	9-6	9-6
Whitman	X	X	9-6	9-6	9-6	9-6	X

WINTER HOURS (Thanksgiving through March)

	<u>Sun</u>	<u>Mon</u>	<u>Tue</u>	<u>Wed</u>	<u>Thu</u>	<u>Fri</u>	<u>Sat</u>
Glendale	X	9-4:30	9-4:30	9-4:30	9-4:30	9-4:30	X
Whitman	X	X	X	X	X	X	X

CLEAN WOOD
BLACK DUMPSTERS

Dimensional Lumber	Pallet Wood
<i>No Painted Wood</i>	<i>No Stained Wood</i>
<i>No Glued Wood (OSB/Plywood)</i>	<i>No Pressure-Treated Wood</i>

CONSTRUCTION & DEMOLITION
ORANGE DUMPSTERS

Countertops	Toilets & Sinks
Drywall (Unpainted)	Formica & Laminate
Stained Wood	Windows
Painted Wood	Glued Wood (OSB/Plywood)
<i>No Carpet</i>	

METAL
DARK GREY DUMPSTERS

Cast Iron	Gutters
Swing Sets	Bed Frames
Bicycles	Metal Lawn Furniture
Car Parts (No Fluids, No Plastics)	
Small Appliances (Toasters, Blenders, Vacuums)	
<i>No Carpet</i>	<i>No Large Appliances</i>
<i>No Electronics</i>	

POLYSTYRENE FOAM
"THE FOAM DOME"

Expandable Polystyrene (CLEAN Hard, White Packaging Foam)
Food Packaging Foam (CLEAN Egg Cartons, Takeout Containers, Cups)

<i>No Foam Board Insulation</i>	<i>No Packaging Peanuts</i>
<i>No Flexible Foam</i>	<i>No Foam Cushions</i>
<i>No Tape, Staples, Cardboard</i>	<i>No Dirty or Wet Foam</i>

RECYCLING
BLUE DUMPSTERS

Paper (Cardboard, Newspaper, Books)	<i>No Plastic Bags</i>
Plastics (Bottles, Jugs, Containers)	<i>No Plastic Films/Wraps</i>
Metal Cans & Bottles	<i>No Trash</i>
Glass Bottles & Jars	<i>No Styrofoam</i>

RIGID PLASTICS
GREEN DUMPSTERS

5 Gallon Buckets	Plastic Crates
Plastic Laundry Hampers	Plastic Totes
Kiddie Pools (No Inflatable Pools)	Plastic Lawn Furniture
<i>No Power Wheels</i>	<i>No Tarps</i>
<i>No Vinyl Siding</i>	<i>No Car Parts</i>
<i>No Drain Tile</i>	<i>No Landscaping Edging</i>

FURNITURE
BROWN DUMPSTERS

Chairs	Tables	Couches	<i>No Carpet</i>
--------	--------	---------	------------------

MATTRESSES & BOX SPRINGS
PURPLE DUMPSTERS

<i>No Metal</i>	<i>No Wood</i>	<i>No Rigid Plastics</i>	<i>No Carpet</i>
-----------------	----------------	--------------------------	------------------

TRASH
RED DUMPSTERS

Household Trash	Clothes	Food Waste	Carpet
<i>No Recycling</i>	<i>No Appliances</i>	<i>No Electronics</i>	
<i>No Scrap Metal</i>	<i>No Tires</i>	<i>No Yard Waste</i>	



Outagamie County
RECYCLING & SOLID WASTE

RESOURCE RECOVERY PARK
SERVICE GUIDE



Welcome to our Resource Recovery Park!

We allow customers the ease of use to safely unload their materials in source separated bins. Source separation allows for higher recovery rates of valuable resources. This creates longer term landfill airspace for our municipalities in Outagamie County.

YOU DO NOT HAVE TO LIVE IN OUTAGAMIE COUNTY TO USE OUR DROP-OFF SITE!

We welcome all residents to use our Resource Recovery Park.



SCAN THIS CODE WITH YOUR SMARTPHONE TO USE OUR WASTE WIZARD WEBSITE TOOL!



RESOURCE RECOVERY PARK

SERVICE GUIDE

YOU DO NOT HAVE TO LIVE IN OUTAGAMIE COUNTY TO USE OUR DROP-OFF SITE!

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ELECTRONICS DROP-OFF

- | | | |
|----------|----------|-------------|
| TVs | Monitors | Computers |
| Printers | VCRs | DVD Players |
| Copiers | Stereos | |

Other items as applicable. Fees may apply.

NON-FREON CONTAINING APPLIANCES

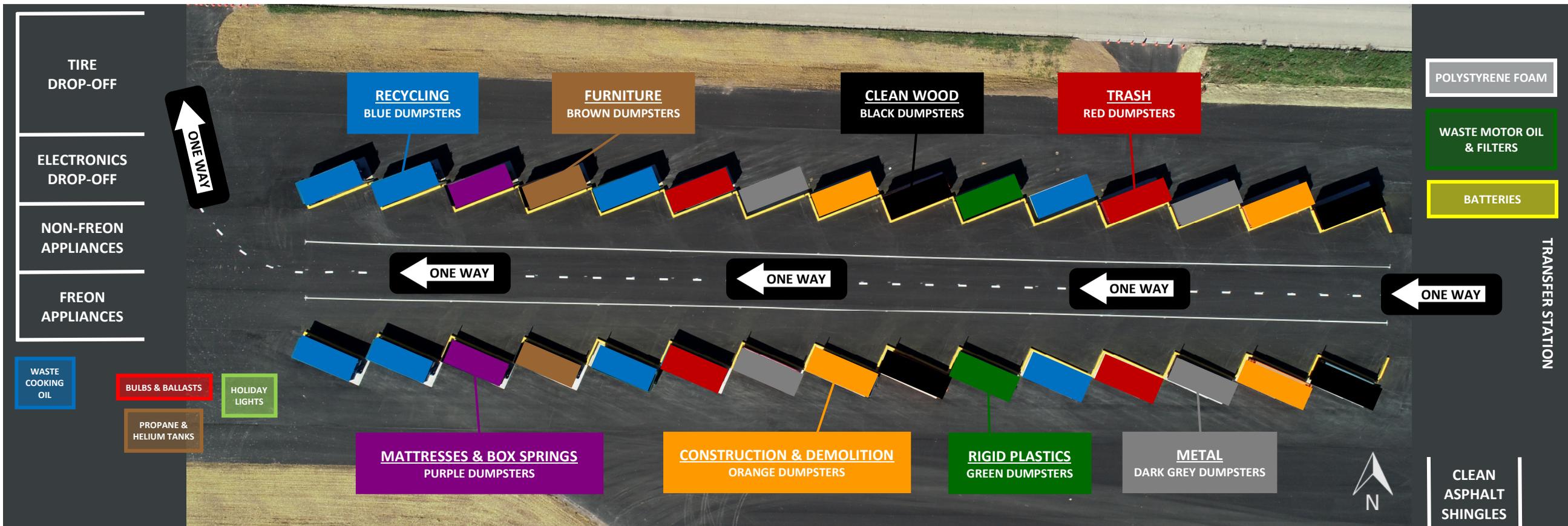
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|--------------|------------------|
| Stoves/Ovens | Microwaves |
| Dryers | Washing Machines |
| Dishwashers | Water Heaters |

Other items as applicable. Fees may apply.

FREON CONTAINING APPLIANCES

- | | |
|------------------|------------|
| Fridges | Freezers |
| Dehumidifiers | Ice Makers |
| Air Conditioners | |

Other items as applicable. Fees may apply.



2024 Rates Outagamie County Recycling & Solid Waste

Material	Rate	Unit
Garbage (household, commercial, business)	\$ 56.00	Per Ton
Garbage – Out of County Rate (does not apply to waste from Brown, Outagamie or Winnebago Counties)	\$ 58.00	Per Ton
Construction & Demolition Waste <i>Landfill Disposal</i> (drywall, toilets/sinks, vinyl siding, windows, treated/stained/painted wood)	\$ 56.00	Per Ton
Construction & Demolition Waste <i>Transfer Station Disposal</i> *dump trailers less than 10yds* (drywall, toilets/sinks, vinyl siding, windows, treated/stained/painted wood)	\$ 86.00	Per Ton
Clean Asphalt Shingles, Drywall, Vinyl Siding <i>No cedar shake, wood, metal, trash, or household garbage</i>	\$ 35.00	Per Ton
Yard Waste (leaves, garden/grass clippings, straw/hay, brush & tree limbs < 6" diameter)	\$ 36.00	Per Ton
Aggregate (asphalt, brick & base, concrete, granite, gravel, pavers, stone/rock)	\$ 5.00	Per Ton
Non-Freon Appliances (dryer, microwave, stove, washer, water heater)	\$ 20.00	Each
Freon Appliances (A/C, dehumidifier, bubbler, freezer, refrigerator, water cooler)	\$ 20.00	Each
All Mattresses and Box Springs	\$ 5.00	Each
Tires - All sizes	\$ 12.00	Each
Tires - 5 or more	\$ 425.00	Per Ton
Fluorescent Bulbs - All sizes (Households Only)	\$ 1.00	Each
Television/Monitor - All sizes	\$ 30.00	Each
Computer Tower, Laptop, Game Console, Printer/Scanner/Fax Machine	\$ 5.00	Each
DVD/VCR, Cable Box, Keyboard/Speakers/Cords, Cell Phones	Free of Charge	-
Propane Tank - 20lb. (empty)	\$ 5.00	Each
Propane Tank - 1lb. (empty)	Free of Charge	-
Waste Oil/Filters / Cooking Oil (General Public Only / 10 Gal Maximum)	Free of Charge	-
Batteries - (rechargeable, vehicle) (Alkaline or single use batteries may be disposed of in trash).	Free of Charge	-
Soil/Dirt	\$ 56.00	Per Ton
Sod	\$ 56.00	Per Ton
Contaminated Soil, Auto Shredder Fluff, Foundry Sand, Grits/Screenings, Incinerator Ash, Pit Waste, Septic Tank *pending approval*	\$ 56.00	Per Ton
Call (920) 832-2031 for disposal instructions		
Wastewater Treatment Plant Sludge *pending approval*	\$ 65.00	Per Ton
Call (920) 832-2031 for disposal instructions		
Non-Friable Asbestos	\$ 70.00	Per Ton
Call (920) 832-2031 for disposal instructions	\$ 30.00	<i>min. charge</i>
Friable Asbestos	\$ 370.00	Per Ton
Call (920) 832-2031 for disposal instructions	\$ 30.00	<i>min. charge</i>

All weighed vehicles over 720 lbs. are prorated at \$56/Ton with a \$20.00 minimum charge

**MEMORANDUM OF UNDERSTANDING
FOR
APPLETON YARD WASTE SITES**

This Memorandum of Understanding is meant to document the agreement for the Town of Grand Chute's use of the City of Appleton's two yard waste sites. Following are the terms of this agreement:

- Annual payment to the City of Appleton of \$55,000 in 2019 with a 3% increase thereafter.
- Appleton yard waste sites will accept yard waste from Grand Chute residents including grass clippings, branches and brush. Branches and brush will be free of charge. Grass clippings will be charged at the current City of Appleton rate for that year (\$4 per bag in 2019).
- Appleton yard waste sites will not accept garbage, appliances, tires, antifreeze, batteries, etc. from Grand Chute residents.

This Memorandum of Understanding may be terminated by either party prior to each parties' annual budget adoption.

By: *Katie Schwartz*
Katie Schwartz, Director of Public Works
Town of Grand Chute

Date: 2-8-2019

By: *Paula Vandehey*
Paula A. Vandehey, Director of Public Works
City of Appleton

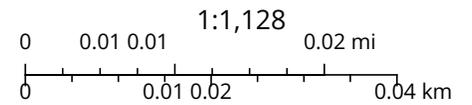
Date: 2-8-2019

Glendale Yard Site

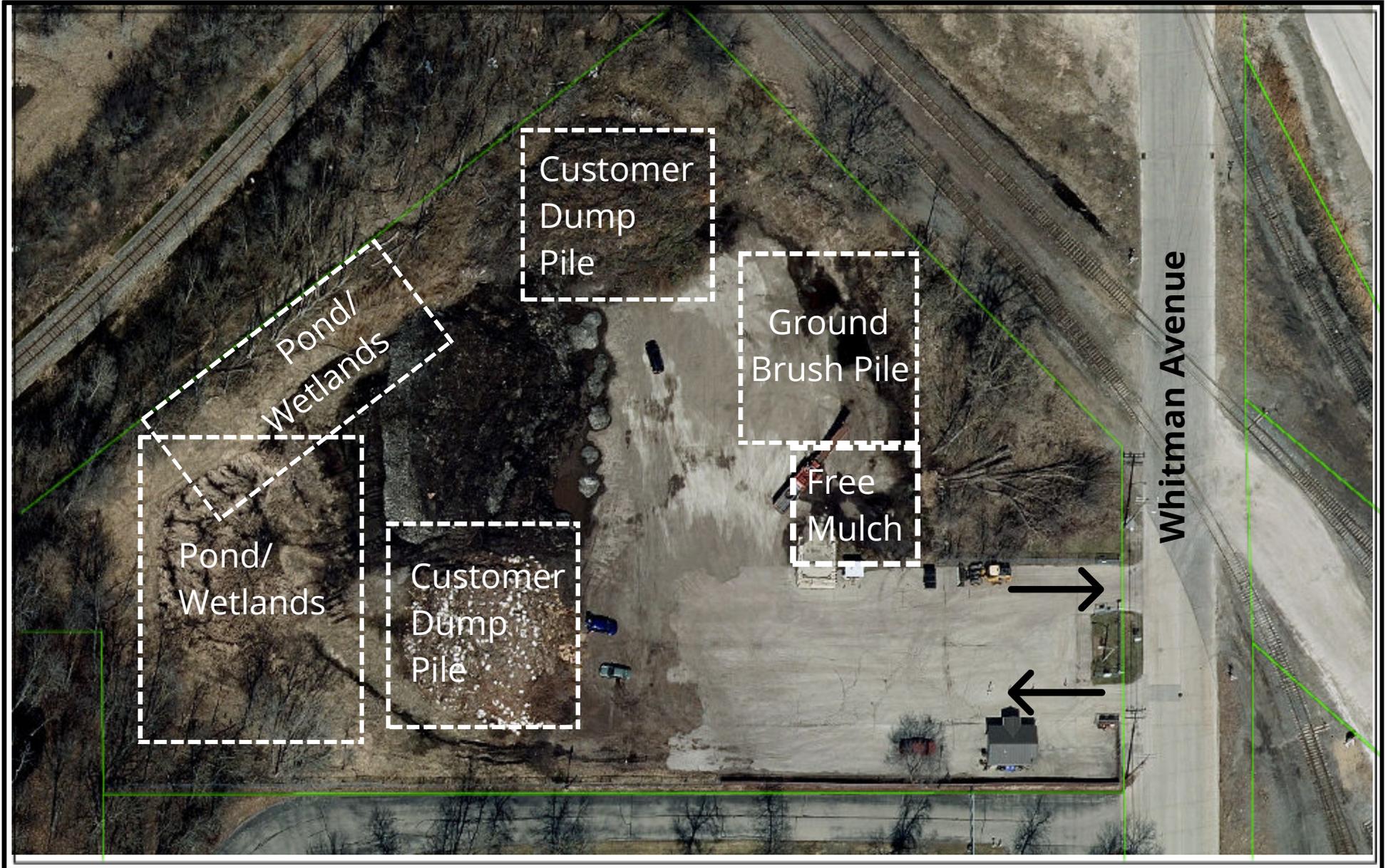


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 City Parcels

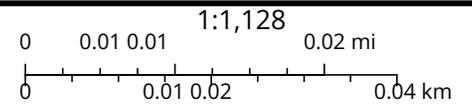


Whitman Yard Site



12/12/2023, 2:51:50 PM

 City Parcels



Community	Yard Waste Site	Days Open - Summer	Days Open - Winter	Distance from Site to Landfill
Appleton - Current	Yes	Fri, Sat, Sun, Mon	Fri, Sat, Sun, Mon	3 miles
Appleton - Proposed	Yes	Fri, Sat, Sun, Mon at Glendale, Tues, Wed, Thur and Fri at Whitman.	Mon - Fri at Glendale. Whitman closed.	3 miles
Eau Claire	Yes	Mon, Wed and Saturday.	Closed	6 miles
Grand Chute	Partners with Appleton	Appleton site hours	Appleton site hours	3 miles
Kimberly	Yes	7 days/week. No attendant on site.	7 days/week. No attendant on site.	3 miles
LaCrosse	Yes	Mon, Tues, Sat and Sunday.	Closed	10 miles
Little Chute	Yes	7 days/week. No attendant on site.	7 days/week. No attendant on site.	2 miles
Manitowoc	No. County operated site only.	NA	NA	NA
Menasha	Yes	Mon - Fri (full day) and Sat morning.	Mon - Fri	10 miles
Neenah	Yes	Mon - Fri (full day) and Sat morning.	Mon - Fri	8 miles
Oshkosh	Yes	7 days/week.	Mon - Fri	7 miles
Sheboygan	Yes	Mon - Sat	Mon - Sat	3 miles
Stevens Point	Yes	Tues, Thur, Sat	Tues, Thur, Sat	10 miles
Waupaca	No. Residents directed to County site.	NA	NA	NA
Wausau	Yes	Wed, Fri, Sat, Sunday.	Closed	29 miles



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

To: Municipal Services Committee
From: Danielle Block, Director of Public Works
Date: February 7, 2024
Re: **Recommendation** Resolution #12-R-23 Closure of the Whitman Yard Site

The Public Works Department continued correspondence with the Town of Grand Chute regarding the resolution to close the Whitman Yard Site. Through a meeting with the Town Administrator and the Town Director of Public Works, they confirmed, again, that a closure of the Whitman Yard Site would prompt the need to renegotiate the existing Memorandum of Understanding (MOU). While they were unable to comment on a specific dollar amount, they expressed a desire to calculate the loss of service, acreage, and impact to their residents. This impact would likely result in a decrease of the contribution amount.

Based on staff's analysis to date and the risks associated with the MOU renegotiation, staff does not recommend approval of Resolution #12-R-23 at this time. Staff will continue to maximize efficiencies in the operation of both City Yard Waste Sites.

CONCRETE PAVEMENT, DRIVEWAY APRONS, SIDEWALK CONSTRUCTION

RESOLUTION 1-P-24

PRELIMINARY RESOLUTION DECLARING INTENT TO EXERCISE SPECIAL ASSESSMENT POWERS UNDER SECTION 66.0703 (7) (a), WISCONSIN STATUTES OF 2011-2012.

RESOLVED, by the Common Council of the City of Appleton, Wisconsin:

1. The Common Council hereby declares its intention to exercise its powers under Section 66.0703, Wisconsin Statutes, to levy special assessments upon property within the following described area for benefits conferred upon such property by improvement of the following area.

CONCRETE PAVEMENT, SIDEWALK CONSTRUCTION AND DRIVEWAY APRONS

- Amethyst Dr (Bluetopaz Dr to Aquamarine Dr)
- Clearfield Ct (cul-de-sac only)

2. The total amount assessed against such property shall not exceed the total cost of the improvements. The Common Council determines that such improvements shall be made under the police power and the amount assessed against each parcel shall be on a cost per front foot, area or unit cost basis.

3. The assessments against any parcel may be paid to the Finance Department on receipt of Special Assessment Notice by one of the following:

- a. In cash, or if entered on the Tax Roll;
- b. One installment, if the assessment is \$1000 or less;
- c. In five equal annual installments, if the assessment is greater than \$1000;

Deferred payments shall bear an interest at the prime rate plus 3% per annum on the unpaid balance.

4. The Finance Committee is directed to prepare a report consisting of:

- a. Preliminary plans and specifications for said improvements.
- b. An estimate of the entire cost of the proposed street improvements.
- c. A schedule of proposed assessments showing the properties that are benefited by the work or improvements.

Upon completing such report, the Finance Committee is directed to file a copy thereof in the office of the City Clerk for public inspection.

5. Upon receiving the report of the Finance Committee, the City Clerk is directed to give notice of a public hearing on such report as specified in Section 66.0703 (7) (a), Wisconsin Statutes. The hearing shall be held at the Council Chambers in the City Hall at a time set by the City Clerk in accordance with Section 66.0703 (7) (a), Wisconsin Statutes.

Jake Woodford (Mayor)

Adopted: March 6, 2024

Attest: Kami L. Lynch (City Clerk)

SANITARY LATERALS, STORM LATERALS AND STORM MAIN

RESOLUTION 2-P-24

PRELIMINARY RESOLUTION DECLARING INTENT TO EXERCISE SPECIAL ASSESSMENT POWERS UNDER SECTION 66.0703 (7) (a), WISCONSIN STATUTES OF 2011-2012.

RESOLVED, by the Common Council of the City of Appleton, Wisconsin:

1. The Common Council hereby declares its intention to exercise its powers under Section 66.0703, Wisconsin Statutes, to levy special assessments upon property within the following described area for benefits conferred upon such property by improvement of the following area.

SANITARY LATERALS, STORM LATERALS AND STORM MAIN

- Perkins St (Prospect to n/o Charles St)
- Morrison St (Wisconsin Ave to Pershing St)

2. The total amount assessed against such property shall not exceed the total cost of the improvements. The Common Council determines that such improvements shall be made under the police power and the amount assessed against each parcel shall be on a cost per front foot, area or unit cost basis.

3. The assessments against any parcel may be paid to the Finance Department on receipt of Special Assessment Notice by one of the following:

- a. In cash, or if entered on the Tax Roll;
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Jake Woodford (Mayor)

Adopted: March 6, 2024

Attest: Kami L. Lynch (City Clerk)



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

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

To: Municipal Services Committee
From: Danielle Block, Director of Public Works
Peter Neuberger, City Engineer/Deputy Director of Public Works
Luke Vandenberg, Project Engineer
Date: February 5, 2024
Re: **Award of 2024 Materials Testing and Contaminated Soils Contract (M-24) to Westwood Infrastructure, Inc. in an amount not to exceed \$100,000.**

The Department of Public Works recommends award of the 2024 Materials Testing and Contaminated Soils Contract (M-24) to Westwood Infrastructure, Inc. in an amount not to exceed \$100,000.

In January 2024 a Request for Proposals (RFP) was sent to twelve consulting firms. Five declined, five did not respond, and two proposals were received. The two firms submitting proposals were ECS Midwest, LLC and Westwood Infrastructure, Inc. Proposals were evaluated by Luke Vandenberg, Project Engineer and Sue Olson, Project Engineer.

Work under this contract includes the following:

- Material testing for concrete, asphalt, and soils,
- Contaminated material response, analysis, and permitting,
- Emergency response to illicit discharges,
- Styrene testing for cast in place pipe (CIPP),
- Performing environmental investigations,
- Performing geotechnical investigations

A quality-based selection process was used to review the Technical Proposal of the RFP.

Westwood's technical proposal stood out in the following areas:

- Clear understanding of all contract requirements,
- A complete proposal, addressing all information requested in the RFP,
- Licensed, experienced staff assigned to the project.
- Multiple staff available for coverage at all times,
- Recent relevant experience in all required project tasks,
- Demonstrated cost savings for recent City projects,
- Shortest response time (15-30 minutes) in case of encountering contaminated materials or an illicit discharge; and
- Established relationships with the DNR

The RFP requested a separate Compensation Proposal. The compensation proposals can only be used as a guideline for estimating a contract amount, as the actual testing needed during the year is unknown at this time. Funding for this work is included in each individual budget (concrete, asphalt, sidewalk, sanitary, storm and water). Expenditures will be for services actually performed and may be less than the awarded amount. A contract amendment will be brought to committee if additional funding is necessary.

The Request for Proposals specifically states: “*With satisfactory performance by the selected consultant services may be negotiated with the selected consultant and approved by the Common Council on a yearly basis for an additional 4 years.*” Therefore, if approved, and with satisfactory performance by the consultant, DPW staff anticipates contracting with Westwood Infrastructure, Inc. for these services through 2028, subject to Municipal Services Committee and Common Council approval at the appropriate times.



LEGAL & ADMINISTRATIVE
SERVICES DEPARTMENT

Office of the City Clerk

Kami Lynch, Clerk

100 North Appleton Street

Appleton, WI 54911

Phone: 920/832-6443

MEMORANDUM

To: Safety & Licensing Committee (Chris Croatt, Chairperson), Common Council

From: Kami Lynch, City Clerk *KL*

Date: February 7, 2024

Re: Updates to the Special Event Policy

In 2023 the Special Events Committee, comprised of City staff from various departments, began the task of re-evaluating the current special events policy and application process. This undertaking involves a phased approach that includes the following steps: research & evaluation, development and modifications, and policy implementation.

The proposed edits to the current special event policy are a result of these first two phases. City Staff on the Special Events Committee sought to clarify existing practices and incorporate new guidance to align this policy with other related City policies. The significant modifications include revisions to the following sections:

Street Closures

The scenarios for street closures require detailed review and the policy edits now capture the various items to be considered for street closures, including temporary traffic control device regulations.

Food Service

A section on food service requirements/expectations was added to the policy as many events include the use of food service/vendors.

Facility Reservations

Many special events require the use of a City park/facility which have their own reservation policies. This section highlights areas of the facility reservation policies that surface frequently in relation to special events.

Parades

The creation of specific parameters for parades is necessary to facilitate parades in ways that seek to provide minimal traffic disruption and enhanced safety protocols.

The goal for the roll-out of the re-designed special event process remains January 2025. These proposed policy revisions will allow the Special Events Committee to proceed with focusing on the other modifications to the current process such as the fee structure and mechanism for which applications are submitted. These changes will come back before the Special Events Committee later this year.

Please reach out to me with any questions you may have on the proposed policy modifications or the future anticipated changes to the process.

CITY OF APPLETON POLICY	TITLE: SPECIAL EVENT POLICY	
ISSUE DATE: September 1996	LAST UPDATE: January 2017	SECTION: City Clerk
POLICY SOURCE: City Clerk	AUDIENCE: City employees, residents, event applicants/holders	TOTAL PAGES: 9 + Fees
Reviewed by Legal Services Date: Nov. 22, 2002 Jan. 24, 2017 January, 2024	Safety & Licensing Approval Date: January 25, 2017	Common Council Approval Date: February 1, 2017

I. PURPOSE

The City is dedicated to making the special event licensing process as efficient as possible by removing unnecessary barriers for applicants while providing sufficient information for City staff to make appropriate decisions. The purpose of this policy is to outline the steps that must be taken for special events to be properly licensed by the City of Appleton.

II. POLICY

Events and planned occurrences on City property [or in city rights-of-way](#) that exceed the normal and ordinary use of such property may be considered special events and subject to review and licensing.

III. DISCUSSION

It is recognized that special events of all sizes often bring benefits to the community. At the same time, the City must have sufficient notice prior to a special event so that the City can evaluate the potential impact the event might have on resources of City departments, City owned properties and facilities, and ultimately on the public. Because events have unique characteristics with different potential impacts on City services, the issuance of a license is considered on a case-by-case basis and in accordance with this policy.

For licensing purposes there are three categories of special events: (i) Small Events, which are events with an anticipated attendance of under 1,000 people, (ii) Large Events, which are events with an anticipated attendance of between 1,000 and 5,000 people, and (iii) Significant Events, which are events with an anticipated attendance of over 5,000 people. Events may take place on one day or for multiple days.

The event category plus the number of days the event will occur will determine (i) the fee for the event, (ii) the license application deadline, and (iii) any other minimum resources required for the event.

IV. DEFINITIONS

Anticipated attendance means an objective estimate made by an applicant of the total number of people who will attend a special event.

Applicant means the person applying for the special event license.

Days means calendar days.

Event category means the size of the event, either a Small Event, Large Event or Significant Event.

Large Event means a special event with an anticipated attendance of between 1,000 and 5,000 people.

License means the license issued by the City Clerk to the applicant for the special event.

Multiple day event means a special event that occurs on more than one day, where the days are consecutive or at a consistent interval (e.g., an event occurring on a consecutive Saturday and Sunday or an event occurring every other Tuesday), at the same start and end time and at the same location. One special event license will be issued for a multiple day event.

Normal and ordinary use means the way City owned property should normally and ordinarily be used, as established by the department that of jurisdiction (e.g., a ball diamond complex's normal and ordinary use is for baseball/softball games, a public streets normal and ordinary use is for vehicular traffic, a sidewalks normal and ordinary use is for pedestrian use). Whether an event is considered within the normal and ordinary use of the property is determined by the City department that maintains jurisdiction over the property.

Significant Event means a special event with an anticipated attendance of over 5,000 people.

Single day event means a special event that does not meet the definition of a multiple day event.

Small Event means a special event with an anticipated attendance of under 1,000 people.

Special event or ***event*** means any planned occurrence in the public right-of-way or on public property including, but not limited to, parades, gatherings, festivals and athletic events, which are not within the normal and ordinary use of that place or which, by the nature of the event, may have a greater impact on City services or resources than would have occurred had the event not taken place. Whether the event is considered within the normal and ordinary use of the public facility or property shall be determined by the City department that maintains jurisdiction over the property. A special event may be a single day event or a multiple day event. [A special event does not include block parties as defined by the Department of Public Works Block Party Policy.](#)

Special Event License Application Form or ***application*** means the application available from the City Clerk that must be approved by the City Clerk on the recommendation of the Special Events Committee in order to obtain a license to hold a special event.

Special Events Committee or ***Committee*** means the committee comprised of City employees representing the following City departments: Community and Economic Development, Health, Human Resources, Fire, Legal Services, Parks, Recreation and Facility Management, Police, Public Works, and Valley Transit.

V. PROCEDURES

A. LICENSE REQUIREMENTS.

1. Application. To obtain a special event license, the applicant must file a completed application with the City Clerk before the last applicable day before the event and pay the license fees. *See Attachment A – Fee Schedule.*
 - (a) Late Applications. Late applications will not be accepted by the City Clerk unless the event is a large or significant event that has been held in the City for at least the past two (2) consecutive years and there are no changes to the event from the previous year. Late applications meeting this standard will be accepted by the City Clerk subject to a late fee. Applications submitted less than thirty (30) days before the event will not be accepted. *See Attachment A – Fee Schedule.*
[All applications submitted less than forty-five \(45\) days from the date of the event waive the ability to appeal non-acceptance of the application or denial of the application.](#)
 - (b) Additional Reservations/Permits/Licenses. Filing an application does **NOT** reserve a park or facility and does **NOT** include applications for any other licenses or permits as may be required.
 - (c) Map/Diagram of Event. A detailed map or diagram indicating the specific location and layout of the event must be submitted with the application. The map should also include any proposed street closures and the proposed route and direction of route, including all turns and the number of traffic lanes to be used, if applicable.
 - i. Street Closure. [Street closures will be reviewed on a case-by-case basis, with an emphasis on minimizing the impact to traffic flow on collector and arterial roadways. Closure of county highways or their detour routes require approval of the county. Closure of interstates or state highways or their detour routes require approval from the Wisconsin Department of Transportation. These approvals may require a pre-approved detour route capable of commercial motor vehicle traffic.](#) If an event includes a request for~~requires~~ a street closure, the applicant or their contractor must provide

an acceptably prepared Traffic Control Plan (TCP) ~~to the Traffic Section~~ for review and approval ~~no less than four~~ six (6) weeks prior to the event for roadways or their detour routes defined as interstates, highways, or arterial roadways, or four (4) weeks prior to the event for other roadways. Roadway designations are defined in the City of Appleton's Temporary Traffic Control Manual. The plan must comply with the Federal Highway Administration's Manual on Uniform Traffic Control Devices, latest edition, and the City of Appleton's Temporary Traffic Control Manual, latest edition. Temporary traffic control devices/services must be provided by a contractor which has extensive experience in the industry and is approved in advance of the event ~~by the Traffic Section~~. It is the responsibility of the applicant or their contractor to ensure the approved ~~barricades~~ temporary traffic control devices are:

- 1) Assembled and delivered to the appropriate locations by noon on the day prior to the event, (unless a different time is pre-approved ~~agreed upon~~).
- 2) Properly configured in accordance with the approved TCP.
- 3) If requested by the Appleton Police Department, removed from the roadway immediately following the end of the event.
- 4) Removed from the city rights-of-way within 48 hours of the end of the event.

† Road closures will use temporary traffic control devices, including barricades, temporary signs, and cones. When deployed on the public right-of-way, these constitute official traffic control devices. They shall not be removed or modified without permission from the City of Appleton or their designee.

ii. Event Route. Event routes, if applicable, must be submitted with the application regardless of historical precedent. Proposed routes may be altered after the license has been issued only at the discretion of the Police Department and the Department of Public Works.

(d) Insurance Events are required to have adequate levels of insurance as determined by the City's Risk Manager and based on the size and type of the event. Applicants must furnish the City Clerk with a valid certificate of insurance covering any and all liability.

(e) Food Service. Events offering food to attendees shall describe the food service being offered and provide a list of food vendors with the special event application. Copies of food vendor's Health Licenses may also be required. Any updates to the vendor lists shall be submitted to the Health Department within two (2) weeks prior to ~~of~~ the event. Food vendors that are not pre-approved may not participate in the event.

2. Meetings

- (a) Special Events Committee Meeting
 - i. The purpose of the Special Events Committee meeting is for Committee members to plan, coordinate and discuss the City resources that will be used for an upcoming special event, to discuss interdepartmentally any concerns or problems with a special event, and to generally provide the other City departments with information that may be relevant to approving and denying special event applications.
 - ii. The Committee meets once a month as determined by the City Clerk.
 - iii. City departments who recommend approving or denying special event applications should ensure at least one member of their department attends each Committee meeting.
 - iv. Applicants may attend Committee meetings to discuss their proposed special event and to receive feedback regarding the likelihood of their application being approved.
 - v. Applicants may request a Special Event Committee Meeting be held on a certain day or time by making the request to the City Clerk. The City Clerk will try to accommodate the request to the extent possible.
- (b) Department Meeting. The City Clerk may schedule a meeting if deemed necessary by the City Clerk or requested by the applicant and/or the affected City department(s) should the applicant make a request for City services. The purpose of the meeting will be to discuss the services requested. The meeting must be held no later than thirty (30) calendar days before the event. If the applicant refuses to meet at the request of the City Clerk, the license may be denied or revoked.

3. Application Review.

- (a) Department Review. Applications are reviewed by employees from the following City departments: Community and Economic Development, Health, Human Resources (Risk Management), Fire, Legal Services (Clerk's Office), Parks, Recreation and Facility Management, Police, Public Works, and Valley Transit. Each department will recommend either approving or denying the application. The City Clerk will issue the license upon receiving a recommendation for approval from all reviewing departments.
 - i. ~~Each department must recommend approving or denying an application based on the information relevant to that department. A department's decision to recommend approving or denying an application may be based on, but is not limited to, the following:~~ Each department must recommend approving or denying an application based on the information relevant to

that department. A department's decision to recommend approving or denying an application may not be based in any way on the content of any message associated with the planned event. A department's decision to recommend approving or denying an application may be based on, but is not limited to, the following:

- (1) Use of department resources,
- (2) Costs to the department,
- (3) Benefit to the community,
- (4) Any perceived public health or safety problems,
- (5) If the applicant or reoccurring event has a history not complying with this policy and/or other applicable rules or regulations, which has or may have an impact on the department, and
- (6) Use of City property that is relevant to the department.

(b) Recommendation for Denial. If a recommendation for denial is made by a department, an explanation must be provided to the City Clerk which will then be provided to the applicant.

4. ~~Appeals Process. If an application is denied or not accepted by the City Clerk for any reason, the applicant may request the application be submitted to the Common Council by way of the Safety and Licensing Committee for review and a final determination of whether to grant the license.~~ Appeals Process. If an application is denied or not accepted by the City Clerk for any reason, including an inability to pay required fees due to indigency, the applicant may request the application be submitted to the Common Council by way of the Safety and Licensing Committee for review and a final determination of whether to grant the license.

5. Waiver. Some or all of the license requirements may be waived in cases where the United States Secret Service notifies the City of a proposed event in which it will be assisting with security details. It will be at the discretion of the Special Events Committee which requirements will be waived.

B. SAFETY.

1. Security. Events must have a designated head of security and may be required to have additional security personnel at the rate of one (1) security person for every 300 persons present if alcohol is available for consumption or for every 600 persons present if alcohol is not available for consumption. ~~The City of Appleton Police and Fire Departments have~~ the discretion to modify these ratios as they deem necessary and the applicant will be notified of the modification as soon as reasonably possible.

(a) Head of Security. The head of security must, at minimum, be: (i) 18 years of age or older, (ii) clearly identifiable as ~~event staff~~ the head of security at all times during the event, (iii) reachable by phone at all times during the event by any City employee, (iv) able to call 911 during the event, (v) able

to contact and instruct the security personnel, as applicable, during the event, and (vi) be trained as a crowd manager per the adopted fire code.

(b) Security Personnel. Security personnel must, at minimum, be: (i) 18 years of age or older, (ii) clearly identifiable as ~~event staff~~ security personnel at all times during the event, (iii) able to call 911 during the event, (iv) reachable at all times by the head of security during the event, (v) be able to act on instructions from the head of security, or any other authorized person, in case of an emergency, and (vi) be trained as a crowd manager per the adopted fire code.

2. Additional Safety Features. In the event the ~~City of Appleton Police and/or Fire Department~~ has ~~ve~~ a reasonable and justifiable reason to request the applicant have additional safety features at the event beyond what is provided for in the application, the ~~Police and/or Fire~~ Department(s) must let the applicant and the City Clerk know what additional safety features the event will need at the time the application is reviewed by the Department pursuant to ~~section paragraph~~ V(A)3(a) above. If the applicant does not want to provide the additional security features recommended by ~~the City of Appleton the Police and/or Fire Department~~, the Department(s) may recommend denying the event per ~~section paragraph~~ V(A)3(b) above and the applicant may appeal pursuant to ~~section paragraph~~ V(A)4 above.

C. SET-UP, TOILET FACILITIES AND CLEAN-UP.

1. Set-Up Time. Set-up for an event, including, but not limited to, dropping off supplies and erecting tents, shall not take place more than four (4) hours in advance of an event unless approval for earlier set-up has been granted in writing by the department director or designee with jurisdiction over the location of the event.
2. Markings. Any instructions or information about or pertaining to an event applied directly to City property, such as streets, sidewalks and curbs, must be no more than twelve (12) inches in height and two (2) feet in length. Only white, temporary (lasting no longer than thirty [30] days), water-based marking paint or landscape chalk is permitted to be used.
3. Toilets. It is the responsibility of the applicant to ensure the adequate number of toilets are available at the event.
4. Waste Receptacles. It is the responsibility of the applicant to ensure the proper number of waste receptacles are present at the event.
5. Clean-Up. It is the responsibility of the applicant to ensure the location of the event is left in the same condition it was in prior to the event. All clean-up efforts must be completed within four (4) hours after the conclusion of the event unless approval

for additional clean-up time has been granted in writing by the department director or designee with jurisdiction over the location of the event.

D. FACILITY RESERVATIONS

1. Facility reservations related to special events are on a first come, first served basis and may be made no more than one (1) year in advance. Subject to section V(D)2 below.
2. Organizations/groups/individuals that have reserved a City park/facility for a special event have thirty (30) days after the date of the special event to make reservations for the same location, day or weekend for the following year. After thirty (30) days the City park/facility will be open for the public to reserve.

E. PARADES

1. Applicants for parades must complete the supplemental parade questionnaire and submit it with their special event application.
2. Parade routes should seek to have minimal impact on traffic disruption in the proposed area. All parade routes are subject to review, modification and approval by way of the Special Events Committee.
3. The approved safety plan for the parade provided by the Appleton Police Department, must be adhered to. Failure to comply may result in citations or denial of future applications.
4. Throwing and distributing items from parade entries to spectators including but not limited to pamphlets, fliers, toys, stickers, food, or candy is prohibited.
5. Parade units may not operate in a reckless or dangerous manner.

F. FEES.

1. License Fee. Special event license fees are set based upon the amount of resources used by the City for similar events and is based on the event's anticipated attendance, whether there will be street closures, and how far in advance of the event the application is filed with the City Clerk. The license fee must be paid at the time of the application is filed with the City Clerk. *See, Attachment A – Fees.*
2. Late Fee. A late fee of will be added to all applications filed pursuant to sSection V(A)(1)(a) above. *See Attachment A – Fees.*
3. Police Investigation Fee. A background check of all applicants will be conducted by the Police Department and the fee for the background check, \$7.00, is in addition to the license fees.

4. City Events. Events where the applicant is an official, employee or designated agent of the City acting on behalf of the City will not incur any fees.
 5. Permits. Charges for park facilities, food sales permits, [Street Occupancy Permit fees](#), tent permit fees, etc., are to be paid **IN ADDITION** to the fees discussed in this policy.
 - ~~5.6.~~ Meter Bags. [A Meter Bag application shall be submitted to the Department of Public Works at the time of submittal of the Special Event application. Charges for meter bags are to be paid per the DPW Downtown Parking and Meter Bag Policy IN ADDITION to the fees discussed in this policy.](#)
 - ~~6.7.~~ Non-Refundable. All fees are non-refundable with the exception of fees for events that are cancelled by the applicant and/or the City due to weather conditions or by the City for the unforeseen or unexpected unavailability of the event venue that is not caused by an act or inaction of the applicant, in which case the fees will revert to a credit the applicant can use for rescheduling the event or for a similar event. The credit must be used within one (1) calendar year from the date of the cancelled event. No cash refunds will be given if the full value of the credit is not used by the applicant. If the event is cancelled by the applicant due to weather conditions, notification to the City Clerk must be made as soon as reasonably possible.
- G. EVENT CANCELLATION. The Mayor or designee may cancel an event without prior notice for any condition affecting public health or the safety of the City, or any condition that would affect facilities, grounds, or other natural resources at risk of damage or destruction if the event were permitted to take place.
- H. COMPLIANCE. The applicant is responsible for ensuring that the event complies with this policy and all applicable laws and regulations including, but not limited to, statutes, ordinances, traffic rules, park **and trail** rules, health laws, fire codes, [City facility reservation policies and procedures](#), and alcohol licensing regulations. Failure to comply resulting in the City providing services will result in the applicant being billed for the City provided services should the cost of services equal \$50 or more, and may also result in the applicant being prevented from obtaining a special event license in the future.
1. In the event the City bills the applicant for services, the department director or designee with jurisdiction over the services provided will submit a bill to the applicant within thirty (30) days after the conclusion of the event. Payment is due to the City within thirty (30) days after the date on the bill.
 2. The applicant may appeal the bill by placing the reason for the appeal in writing and submitting it to the City Clerk prior to the bill's due date. The final determination of the bill will be made by the Common Council by way of the Safety and Licensing Committee.

~~I. ANNUAL REPORTING. By July 30 of every year, a report must be submitted by the City Clerk to the Safety and Licensing Committee and the Common Council documenting the cost of services provided to special events by City departments for the previous year.~~

I. PRECEDENT. Nothing in this policy shall be read to take precedence over any applicable statutes or ordinances.

Form
AT-106

Original Alcohol Beverage License Application

FOR CLERKS ONLY	
Municipality	City of Appleton
License Period	23-24

7:123-6:30-24.

License(s) Requested

- Class "A" Beer \$ _____ "Class A" Liquor \$ _____
- Class "B" Beer \$ 100.00 "Class B" Liquor \$ _____
- "Class C" Wine \$ 100.00 "Class A" Liquor (Cider Only) \$ 0
- Reserve "Class B" Liquor \$ _____ "Class B" (Wine Only) Winery \$ _____

License Fees	\$ <u>200.00</u>
Publication Fee	\$ <u>60.00</u>
Background Check	\$ <u>7.00</u>
Total Fees	\$ <u>267.00</u>

Part A: Premises/Business Information

1. Legal Business Name (registered entity name or individual's name if sole proprietorship)
Apple Valley Pancake house Inc.

2. Trade Name or DBA
Apple Valley Pancake house

3. Premises Address
1216 West Wisconsin Ave Appleton WI 54914

4. County Outagamie 5. Municipality Appleton 6. Aldermanic District _____

7. Mailing Address (if different from premises address) _____

8. FEIN [REDACTED] 9. Wisconsin Seller's Permit Number 456-1029469565-02

10. Premises Photo [REDACTED] 11. Premises [REDACTED]

12. Entity Type (check one)
 Sole Proprietor Partnership Limited Liability Company Corporation Nonprofit Organization

13. Premises Description - Describe the building or buildings where alcohol beverages are to be sold and stored. Describe all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. Alcohol beverages may be sold and stored ONLY on the premises described in this application. Attach additional sheets if necessary.
~~The old home run pizza free standing building AU~~
 previously sold beer and wine. Storage will be in walkin cooler in back of the house, and cooler in front Dining room in server area. It will be served in the Dining room and out door patio. all the receipts in office
 apx 1,000 sqf

Free standing building apx 4,000 sqft

Part B: Questions

1. Have the partners, agent, or sole proprietor satisfied the responsible beverage server training requirement for this license period? Submit a copy of Responsible Beverage Server Training Course Certificate. Yes No
2. Does the applicant business or its partners, officers, directors, managing members, or agent hold a direct or indirect interest in any alcohol beverage wholesaler or producer (e.g., brewer, brewpub, winery, distillery)? Yes No
 If yes, please explain using the space below. Attach additional sheets if necessary.

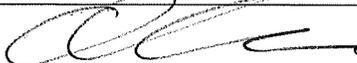
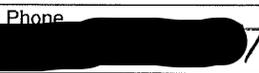
Part C: For Corporate/LLC Applicants Only		
1. State of Registration <i>Wisconsin</i>	2. Date of Registration <i>2017</i>	
3. Is the applicant business owned by another corporation or LLC? If yes, please provide the name and FEIN of the parent company below, include parent company members in Part D, and attach Form AT-103 for all of the parent company's principal members, managers, officers, or directors <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Name of Parent Company	FEIN of Parent Company	
4. Does the parent company or any of its officers, directors, managing members, or agent hold any direct or indirect interest in any other alcohol beverage wholesaler or producer (e.g., brewer, brewpub, winery, distillery)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, please explain using the space below. Attach additional sheets if necessary.		
5. Agent's Last Name <i>Useini</i>	Agent's First Name <i>Memedali</i>	Phone 

Part D: Individual Information

A Supplemental Questionnaire, Form AT-103, must be completed and attached to this application for each person involved in the applicant business and any parent company as indicated in Part C. Persons in the applicant business include: sole proprietor, all officers, directors, and agent of a corporation or nonprofit organization, all partners of a partnership, and all managing members and agent 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
<i>Useini</i>	<i>Memedali</i>	<i>owner</i>	

Part E: Attestation		
Who must sign this application? <input type="checkbox"/> sole proprietor <input type="checkbox"/> one general partner of a partnership <input type="checkbox"/> one corporate officer <input type="checkbox"/> one managing 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.		
Signature 	Date <i>1-17-24</i>	
Name (Last, First, M.I.) <i>Useini Memedali</i>		
Title <i>owner</i>	Email 	Phone 

Part F: For Clerk Use Only		
Date application was filed with clerk	Date reported to governing body	Date provisional license issued (if applicable)
Date license granted	License number	Date license issued
Signature of Clerk/Deputy Clerk		

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

Name: Home Run Pizza

(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?

24 months ago.

10. Seating capacity: Inside 65 Outside 20-30

11. Operating hours (Inside the building): 7am - 3pm
Operating hours (Outdoor seating areas): 7am - 3pm

12. Employees/Staff

Number of floor personnel 10-12 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: 4,000 square feet.
- b. Gross outdoor seating areas of the premises to be licensed: 1,000 square feet.
- c. Below, identify the operational details of the proposed establishment:

pancake house, Breakfast & lunch
7am - 3pm, tue thru Sunday closed Monday

[Signature]
Signature

1-17-24
Date

Schedule for Appointment of Agent by Corporation / Nonprofit Organization or Limited Liability Company

Submit to municipal clerk.

All corporations/organizations or limited liability companies applying for a license to sell fermented malt beverages and/or intoxicating liquor must appoint an agent. The following questions must be answered by the agent. The appointment must be signed by an officer of the corporation/organization or one member/manager of a limited liability company and the recommendation made by the proper local official.

To the governing body of: Town
 Village of Appleton County of Outagamie
 City

The undersigned duly authorized officer/member/manager of Apple Valley pancake house Inc.
(Registered Name of Corporation / Organization or Limited Liability Company)

a corporation/organization or limited liability company making application for an alcohol beverage license for a premises known as
Apple Valley pancake house
(Trade Name)

located at 1216 West Wisconsin Ave Appleton WI 54914

appoints Memedali Useini
(Name of Appointed Agent)

1307 Buttonbush way Neenah WI 54956
(Home Address of Appointed Agent)

to act for the corporation/organization/limited liability company with full authority and control of the premises and of all business relative to alcohol beverages conducted therein. Is applicant agent presently acting in that capacity or requesting approval for any corporation/organization/limited liability company having or applying for a beer and/or liquor license for any other location in Wisconsin?

Yes No If so, indicate the corporate name(s)/limited liability company(ies) and municipality(ies).

Is applicant agent subject to completion of the responsible beverage server training course? Yes No
How long immediately prior to making this application has the applicant agent resided continuously in Wisconsin? 33 years

Place of residence last year 1307 Buttonbush way Neenah, WI 54956

For: Apple Valley Pancake house Inc
(Name of Corporation / Organization / Limited Liability Company)

By: [Signature]
(Signature of Officer / Member / Manager)

Any person who knowingly provides materially false information in an application for a license may be required to forfeit not more than \$1,000.

ACCEPTANCE BY AGENT

I, Memedali Useini, hereby accept this appointment as agent for the
(Print / Type Agent's Name)

corporation/organization/limited liability company and assume full responsibility for the conduct of all business relative to alcohol beverages conducted on the premises for the corporation/organization/limited liability company.

[Signature] 1-17-24
(Signature of Agent) (Date)

Agent's age [Redacted]

1307 Buttonbush way Neenah WI 54956
(Home Address of Agent)

Date of birth [Redacted]

APPROVAL OF AGENT BY MUNICIPAL AUTHORITY (Clerk cannot sign on behalf of Municipal Official)

I hereby certify that I have checked municipal and state criminal records. To the best of my knowledge, with the available information, the character, record and reputation are satisfactory and I have no objection to the agent appointed.

Approved on _____ by _____ Title _____
(Date) (Signature of Proper Local Official) (Town Chair, Village President, Police Chief)

**Original Alcohol Beverage
License Application**

FOR CLERKS ONLY	
Municipality	Appleton
License Period	2023-2024

License(s) Requested

- Class "A" Beer \$ _____ "Class A" Liquor \$ _____
 Class "B" Beer \$ 100 "Class B" Liquor \$ _____
 "Class C" Wine \$ 100 "Class A" Liquor (Cider Only) \$ 0
 Reserve "Class B" Liquor \$ _____ "Class B" (Wine Only) Winery \$ _____

License Fees	\$ <u>200.00</u>
Publication Fee	\$ <u>60.00</u>
Background Check	\$ <u>7.00</u>
Total Fees	\$ <u>267.00</u>

Part A: Premises/Business Information

1. Legal Business Name (registered entity name or individual's name if sole proprietorship)
Ototo LLC

2. Trade Name or DBA
Ototo Ramen

3. Premises Address
205 N Richmond St.

4. County
Outagamie

5. Municipality
Appleton

6. Aldermanic District

7. Mailing Address (if different from premises address)

8. FEI
[REDACTED]

9. Wisconsin Seller's Permit Number
456-1031510544-04

10. Premises
[REDACTED]

11. Premises Email
[REDACTED]

12. Entity Type (check one)
 Sole Proprietor Partnership Limited Liability Company Corporation Nonprofit Organization

13. Premises Description - Describe the building or buildings where alcohol beverages are to be sold and stored. Describe all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. Alcohol beverages may be sold and stored ONLY on the premises described in this application. Attach additional sheets if necessary.
Alcohol will be stored in a dry storage area designated for alcohol in the basement of the building. Alcohol will be sold and consumed only in the dining area. Alcohol is cooled with a cooler by server station.
The total square footage of the premise totals 1220 square feet.

Part B: Questions

1. Have the partners, agent, or sole proprietor satisfied the responsible beverage server training requirement for this license period? Submit a copy of Responsible Beverage Server Training Course Certificate. Yes No
2. Does the applicant business or its partners, officers, directors, managing members, or agent hold a direct or indirect interest in any alcohol beverage wholesaler or producer (e.g., brewer, brewpub, winery, distillery)? Yes No
 If yes, please explain using the space below. Attach additional sheets if necessary.

Part C: For Corporate/LLC Applicants Only

1. State of Registration <i>Wisconsin</i>	2. Date of Registration <i>9/29/23</i>	
3. Is the applicant business owned by another corporation or LLC? If yes, please provide the name and FEIN of the parent company below, include parent company members in Part D, and attach Form AT-103 for all of the parent company's principal members, managers, officers, or directors <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Name of Parent Company	FEIN of Parent Company	
4. Does the parent company or any of its officers, directors, managing members, or agent hold any direct or indirect interest in any other alcohol beverage wholesaler or producer (e.g., brewer, brewpub, winery, distillery)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, please explain using the space below. Attach additional sheets if necessary.		
5. Agent's Last Name <i>Lee</i>	Agent's First Name <i>Lor</i>	Phone

Part D: Individual Information

A Supplemental Questionnaire, Form AT-103, must be completed and attached to this application for each person involved in the applicant business and any parent company as indicated in Part C. Persons in the applicant business include: sole proprietor, all officers, directors, and agent of a corporation or nonprofit organization, all partners of a partnership, and all managing members and agent 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
<i>Lee</i>	<i>Lor</i>	<i>Owner</i>	

Part E: Attestation

Who must sign this application?
 sole proprietor one general partner of a partnership one corporate officer one managing 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.

Signature <i>[Signature]</i>	Date <i>1-10-24</i>	
Name (Last, First, M.I.) <i>Lee, Lor</i>		
Title <i>Owner</i>	Email 	Phone

Part F: For Clerk Use Only

Date application was filed with clerk	Date reported to governing body	Date provisional license issued (if applicable)
Date license granted	License number	Date license issued
Signature of Clerk/Deputy Clerk		



City of Appleton

Alcohol License Questionnaire

1. Name of Applicant: Lor Lee

2. Name of Business: Ototo Ramen

(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: 255 N Richmond St.

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

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

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

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

<u>Lor</u>		<u>Lee</u>	
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: _____

(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 20 Outside _____

11. Operating hours (Inside the building): 11 AM - 2 PM, 4:30 PM - 9 PM M-Sat.
Operating hours (Outdoor seating areas): NA

12. Employees/Staff
Number of floor personnel 2 Number of door checkers 0

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

- a. Gross floor building area of the premises to be licensed: 1200 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:

Full Service Restaurant

Hours of operation: Monday - Friday 11 AM - 2 PM, 4:30 PM - 9 PM Saturday

[Signature]
Signature

1-10-24
Date

Schedule for Appointment of Agent by Corporation / Nonprofit Organization or Limited Liability Company

Submit to municipal clerk.

All corporations/organizations or limited liability companies applying for a license to sell fermented malt beverages and/or intoxicating liquor must appoint an agent. The following questions must be answered by the agent. The appointment must be signed by an officer of the corporation/organization or one member/manager of a limited liability company and the recommendation made by the proper local official.

To the governing body of: Town
 Village of Appleton County of Outagamie
 City

The undersigned duly authorized officer/member/manager of Ototo LLC
(Registered Name of Corporation / Organization or Limited Liability Company)

a corporation/organization or limited liability company making application for an alcohol beverage license for a premises known as Ototo Ramen
(Trade Name)

located at 205 N Richmond

appoints Lor Lee
(Name of Appointed Agent)

3518 S Barker Ln, Appleton WI 54915
(Home Address of Appointed Agent)

to act for the corporation/organization/limited liability company with full authority and control of the premises and of all business relative to alcohol beverages conducted therein. Is applicant agent presently acting in that capacity or requesting approval for any corporation/organization/limited liability company having or applying for a beer and/or liquor license for any other location in Wisconsin?

Yes No If so, indicate the corporate name(s)/limited liability company(ies) and municipality(ies).

Is applicant agent subject to completion of the responsible beverage server training course? Yes No

How long immediately prior to making this application has the applicant agent resided continuously in Wisconsin? ~~20~~ 31 years

Place of residence last year 3518 S Barker Lane, Appleton WI, 54915

For: Ototo LLC
(Name of Corporation / Organization / Limited Liability Company)

By: [Signature]
(Signature of Officer / Member / Manager)

Any person who knowingly provides materially false information in an application for a license may be required to forfeit not more than \$1,000.

ACCEPTANCE BY AGENT

I, Lor Lee, hereby accept this appointment as agent for the
(Print / Type Agent's Name)

corporation/organization/limited liability company and assume full responsibility for the conduct of all business relative to alcohol beverages conducted on the premises for the corporation/organization/limited liability company.

[Signature] 1-10-24 Agent's age 31
(Signature of Agent) (Date)

3518 S Barker Ln, Appleton WI Date of birth [Redacted]
(Home Address of Agent)

APPROVAL OF AGENT BY MUNICIPAL AUTHORITY (Clerk cannot sign on behalf of Municipal Official)

I hereby certify that I have checked municipal and state criminal records. To the best of my knowledge, with the available information, the character, record and reputation are satisfactory and I have no objection to the agent appointed.

Approved on _____ by _____ Title _____
(Date) (Signature of Proper Local Official) (Town Chair, Village President, Police Chief)



Community and Economic Development

**Transfer of Special Use Permit #2-21 from Jimmy's Chicken and Fish to Ototo Ramen
Restaurant with alcohol sales and service
205 N. Richmond Street**

Date: January 26, 2024

Background/History:

Special Use Permit #2-21 was conditionally approved by the Common Council on July 21, 2021, for a restaurant with alcohol sales and service at 205 N. Richmond Street.

Analysis:

Section 23-66(f)(4) of the Zoning Ordinance states, "Continuation of a special use permit. Once approved, a special use permit shall be allowed to continue and may be transferred to any entity, unless specified otherwise as a condition of approval, as long as all conditions placed on the special use are followed."

Conclusion:

Based upon the above information, Special Use Permit #2-21 and subsequent amendment(s) for a restaurant with alcohol sales and service at 205 N. Richmond Street can be transferred to the applicant upon the issuance of the Liquor License, subject to all of ongoing conditions listed below being complied with pursuant to the above reference Special Use Permit.

- A. The use shall conform to the standards established in Chapter 9, Article III, Alcoholic Beverages, of the Appleton Municipal Code.
- B. The site shall be kept free of litter and debris.
- C. All Zoning, Building, Fire, Engineering, Utility and other Municipal Codes, and all applicable State and Federal laws shall be complied with.
- D. The serving and consumption of alcohol is limited to the interior ground floor of the tenant space, as identified on the attached development plan drawings. Any future expansions for the serving and/or consumption of alcohol may require a major or minor amendment request to this Special Use Permit, pursuant to Section 23-66(g) of the Municipal Code.
- E. This Special Use Permit is needed for on-site alcohol sales and consumption. Compliance with the plan of operation is required at all times. Changes to the plan of operation, including any future changes to the agent/operator, shall be submitted to the Community and Economic Development Department for review and approval.

Please contact the Community and Economic Development Department at (920) 832-6468 with any questions or requests to amend any conditions.

INTERIOR ALTERATIONS FOR JIMMY'S CHICKEN

APPLETON,

WISCONSIN

ACS
Architectural &
Construction
Services, Inc.
327 Randolph Drive Suite C
APPLETON, WI 54915
TELE: 920-574-2657 FAX: 920-574-2660

INTERIOR ALTERATIONS FOR,
JIMMY'S CHICKEN
APPLETON, WISCONSIN

DATE: JULY 28, 2020
ARCH. K. SPERL
D. BY: S. BURTON
JOB: 20-037
REV: _____

T
1.0

GENERAL NOTES

THESE DRAWINGS COVER STRUCTURAL AND GENERAL CONSTRUCTION WORK ONLY. ALL WORK SHALL CONFORM TO STATE AND LOCAL CODES WHICH GOVERN FOR THE BUILDING SITE, AND SHALL BE DONE IN A WORKMANLIKE MANNER.

THE CONTRACTOR SHALL FAMILIARIZE HIMSELF WITH ALL ARCHITECTURAL, MECHANICAL AND ELECTRICAL DRAWINGS TO VERIFY THE LOCATION AND DIMENSIONS OF CHASES, INSERTS, OPENINGS, SLEEVES, REGLETS, DEPRESSIONS AND OTHER PROJECT REQUIREMENTS NOT SHOWN ON THE STRUCTURAL DRAWINGS.

OPENINGS SHOWN ON THE STRUCTURAL DRAWINGS SHALL NOT BE REVISED WITHOUT WRITTEN APPROVAL FROM THE ARCHITECT.

CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS, ELEVATIONS AND CONDITIONS AND NOTIFY ARCHITECT OF ANY DISCREPANCIES.

THE TYPICAL DETAILS SHOWN ON THE DRAWINGS SHALL BE APPLICABLE TO ALL PARTS OF THE CONTRACT DRAWINGS UNLESS SPECIFICALLY NOTED OTHERWISE.

THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR JOB SAFETY DURING CONSTRUCTION.

PROJECT INFORMATION

CONSTRUCTION CLASSIFICATION

BUILDING IS EXISTING - TYPE IIB

OCCUPANCY

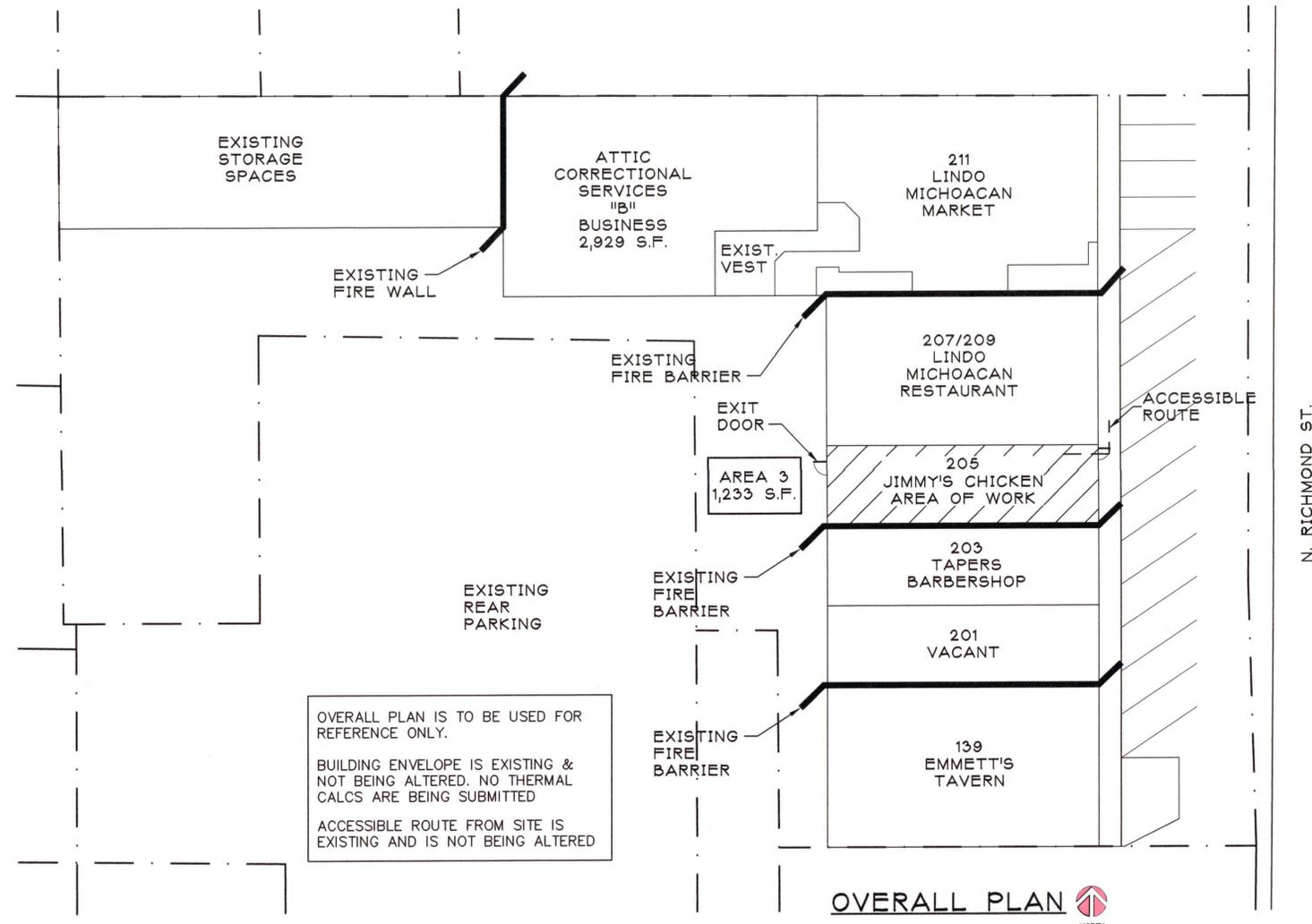
"B" BUSINESS (A-2 < 50 PEOPLE)

SEPARATION

EXISTING FIRE BARRIERS

SHEET INDEX

SHEET	SHEET TITLE
T1.0	GENERAL COVER SHEET
A1.0	ARCHITECTURAL FLOOR PLAN
A2.0	ADA DETAILS

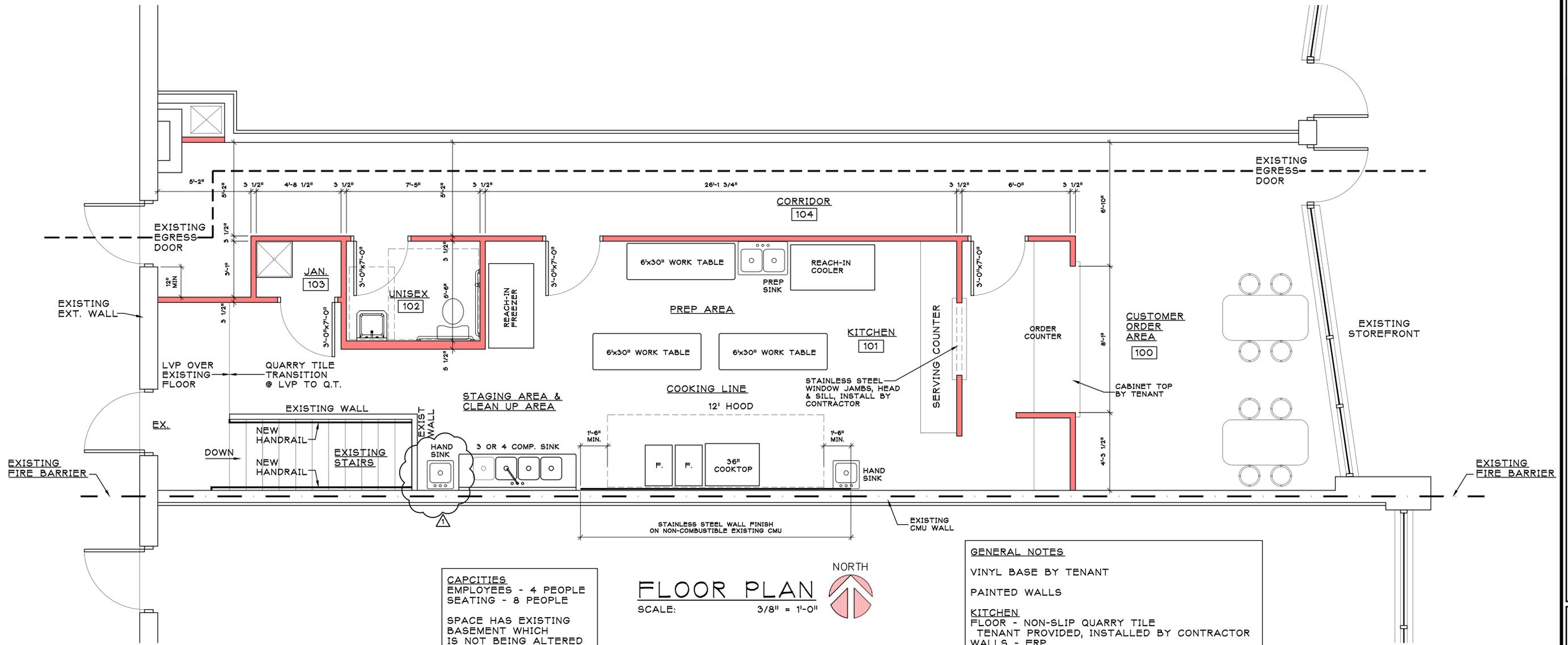


OVERALL PLAN IS TO BE USED FOR REFERENCE ONLY.
BUILDING ENVELOPE IS EXISTING & NOT BEING ALTERED. NO THERMAL CALCS ARE BEING SUBMITTED
ACCESSIBLE ROUTE FROM SITE IS EXISTING AND IS NOT BEING ALTERED

OVERALL PLAN

WISCONSIN
KELLY S. SPERL
A-7897
APPLETON, WI
ARCHITECT
8-6-2020

INTERIOR ALTERATIONS FOR,
JIMMY'S CHICKEN
APPLETON, WISCONSIN



CAPCITIES
 EMPLOYEES - 4 PEOPLE
 SEATING - 8 PEOPLE

 SPACE HAS EXISTING
 BASEMENT WHICH
 IS NOT BEING ALTERED

FLOOR PLAN
 SCALE: 3/8" = 1'-0"


GENERAL NOTES
 VINYL BASE BY TENANT
 PAINTED WALLS

KITCHEN
 FLOOR - NON-SLIP QUARRY TILE
 TENANT PROVIDED, INSTALLED BY CONTRACTOR
 WALLS - FRP

JANITOR
 FLOOR - QUARRY TILE & VINYL BASE
 TENANT PROVIDED, INSTALLED BY CONTRACTOR
 WALLS - PAINTED GWB

UNISEX
 FLOOR - CERMIC TILE FLOOR & BASE
 PROVIDED & INSTALLED BY CONTRACTOR
 WALLS - PAINTED GWB

CEILINGS
 KITCHEN, JANITOR, UNISEX - VINYL COVERED GWB
 ORDER AREA, CORRIDOR - 2x2 A.C.T.

 *JANITOR, UNISEX & KITCHEN TO RECIEVE
 5/8" CEMENT BOARD TO ACCEPT NEW
 QUARRY TILE ON CERAMIC TILE

DATE: JULY 28, 2020
 ARCH. K. SPERL
 D. BY: S. BURTON
 JOB: 20-037
 REV.  ADDITIONAL HAND SINK 8-12-20

Secondhand Article

Company	Address	Agent
eco ATM	3701 E Calument St(Walmart)	Sean Flaherty
eco ATM	2700 N Ballard Rd (Kroger)	Sean Flaherty

Schedule for Appointment of Agent by Corporation / Nonprofit Organization or Limited Liability Company

Submit to municipal clerk.

All corporations/organizations or limited liability companies applying for a license to sell fermented malt beverages and/or intoxicating liquor must appoint an agent. The following questions must be answered by the agent. The appointment must be signed by an officer of the corporation/organization or one member/manager of a limited liability company and the recommendation made by the proper local official.

To the governing body of: Town Village of Appleton County of Outagamie
 City

The undersigned duly authorized officer/member/manager of Walgreen Co.
(Registered Name of Corporation / Organization or Limited Liability Company)

a corporation/organization or limited liability company making application for an alcohol beverage license for a premises known as Walgreens 12693
(Trade Name)

located at 729 W NORTHLAND AVE APPLETON, WI 54914 -1426

appoints Andrew Scott Krueger
(Name of Appointed Agent)
836 E. John St. Appleton WI 54911
(Home Address of Appointed Agent)

to act for the corporation/organization/limited liability company with full authority and control of the premises and of all business relative to alcohol beverages conducted therein. Is applicant agent presently acting in that capacity or requesting approval for any corporation/organization/limited liability company having or applying for a beer and/or liquor license for any other location in Wisconsin?

Yes No If so, indicate the corporate name(s)/limited liability company(ies) and municipality(ies).
Agent for Walgreens in Bellevue, WI

Is applicant agent subject to completion of the responsible beverage server training course? Yes No

How long immediately prior to making this application has the applicant agent resided continuously in Wisconsin? [Redacted]
Place of residence last year 836 E. John St. Appleton, WI 54911

For: Walgreen Co.
(Name of Corporation / Organization / Limited Liability Company)

By: Brian Brown
(Signature of Officer / Member / Manager)

Any person who knowingly provides materially false information in an application for a license may be required to forfeit not more than \$1,000.

ACCEPTANCE BY AGENT

I, Andrew Scott Krueger, hereby accept this appointment as agent for the
(Print / Type Agent's Name)

corporation/organization/limited liability company and assume full responsibility for the conduct of all business relative to alcohol beverages conducted on the premises for the corporation/organization/limited liability company.

[Signature] 1-18-2024 Agent's age [Redacted]
(Signature of Agent) (Date)
836 E. John St. Appleton, WI 54911 Date of birth [Redacted]
(Home Address of Agent)

APPROVAL OF AGENT BY MUNICIPAL AUTHORITY (Clerk cannot sign on behalf of Municipal Official)

I hereby certify that I have checked municipal and state criminal records. To the best of my knowledge, with the available information, the character, record and reputation are satisfactory and I have no objection to the agent appointed.

Approved on _____ by _____ Title _____
(Date) (Signature of Proper Local Official) (Town Chair, Village President, Police Chief)

Schedule for Appointment of Agent by Corporation / Nonprofit Organization or Limited Liability Company

Submit to municipal clerk.

All corporations/organizations or limited liability companies applying for a license to sell fermented malt beverages and/or intoxicating liquor must appoint an agent. The following questions must be answered by the agent. The appointment must be signed by an officer of the corporation/organization or one member/manager of a limited liability company and the recommendation made by the proper local official.

To the governing body of: Town Village of Appleton County of Outagamie
 City

The undersigned duly authorized officer/member/manager of Ultimate Mart, LLC
(Registered Name of Corporation / Organization or Limited Liability Company)

a corporation/organization or limited liability company making application for an alcohol beverage license for a premises known as Pick 'n Save #123
(Trade Name)

located at 2700 N Ballard Rd Appleton, WI 54911

appoints Timothy Smith
(Name of Appointed Agent)
N4459 Nelson Rd Princeton, WI 54968
(Home Address of Appointed Agent)

to act for the corporation/organization/limited liability company with full authority and control of the premises and of all business relative to alcohol beverages conducted therein. Is applicant agent presently acting in that capacity or requesting approval for any corporation/organization/limited liability company having or applying for a beer and/or liquor license for any other location in Wisconsin?

Yes No If so, indicate the corporate name(s)/limited liability company(ies) and municipality(ies).

Is applicant agent subject to completion of the responsible beverage server training course? Yes No

How long immediately prior to making this application has the applicant agent resided continuously in Wisconsin? 26 YEARS

Place of residence last year Same as Above

For: Ultimate Mart, LLC
(Name of Corporation / Organization / Limited Liability Company)
 By: [Signature]
(Signature of Officer / Member / Manager)

Any person who knowingly provides materially false information in an application for a license may be required to forfeit not more than \$1,000.

ACCEPTANCE BY AGENT

I, Timothy Smith, hereby accept this appointment as agent for the
(Print / Type Agent's Name)
 corporation/organization/limited liability company and assume full responsibility for the conduct of all business relative to alcohol beverages conducted on the premises for the corporation/organization/limited liability company.

[Signature] 1-24-2024 Agent's age [Redacted]
(Signature of Agent) (Date)
N4459 Nelson Rd Princeton, WI 54968 Date of birth [Redacted]
(Home Address of Agent)

APPROVAL OF AGENT BY MUNICIPAL AUTHORITY (Clerk cannot sign on behalf of Municipal Official)

I hereby certify that I have checked municipal and state criminal records. To the best of my knowledge, with the available information, the character, record and reputation are satisfactory and I have no objection to the agent appointed.

Approved on _____ by _____ Title _____
(Date) (Signature of Proper Local Official) (Town Chair, Village President, Police Chief)

Date FEB 08 2024

Form AT-103

Alcohol Beverage License Application Supplemental Questionnaire

Recp # 6274-06

This form must be submitted to the municipal clerk, and be accompanied by one or more of the following forms: AT-104, AT-106, AT-108, AT-115, or AT-200. One Form AT-103 must be completed by each person involved in the applicant business or parent company including:

- sole proprietor
- all officers, directors, and agent of a corporation or nonprofit organization
- all partners of a partnership
- managing members and agent of a limited liability company

Your alcohol beverage application or renewal is not complete until all required Supplemental Questionnaires are submitted.

Part A: Premises/Business Information	
1. Registered Entity Name (or Individual name if sole proprietor) Ultimate Mart, LLC	
2. Trade Name or DBA Pick 'n Save #123	
3. 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	

Part B: Individual Information			
1. Name (Last, First, M.I.) Smith, Timothy J.			
2. Relationship to Registered Entity (Title) Agent		3. Email [REDACTED]	4. Phone [REDACTED]
5. Home Address N4459 Nelson Rd			
6. City Princeton	7. State WI	8. Zip Code 54968	9. Date of Birth [REDACTED]
10. Drivers License/State ID Number [REDACTED] 6		11. Drivers License/State ID State of Issuance WI	

Part C: Address History	
List in chronological order your last two residence addresses within the last 5 years.	
Previous Address 1 Same as above	
Previous City, State, Zip	Dates (MM/YYYY - MM/YYYY)
Previous Address 2 Same as above	
Previous City, State, Zip	Dates (MM/YYYY - MM/YYYY)

Part D: Employment History	
List in chronological order your last two employers within the last 5 years.	
Employer's Name Roundy's	
Employer's Address 2700 Ballard Road Appleton	Dates Employed (MM/YYYY - MM/YYYY) 2-28-05 to Present
Employer's Name	
Employer's Address	Dates Employed (MM/YYYY - MM/YYYY)

Part E: Criminal History

1. Have you ever been convicted of any offenses (other than traffic offenses unrelated to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or of any county or municipal ordinances? Yes No

If yes to question 1, please list details of each conviction below. Attach additional sheets as needed.

Law/Ordinance Violated	Trial Date
------------------------	------------

Penalty Imposed	Was sentence completed? <input type="checkbox"/> Yes <input type="checkbox"/> No
-----------------	--

Law/Ordinance Violated	Trial Date
------------------------	------------

Penalty Imposed	Was sentence completed? <input type="checkbox"/> Yes <input type="checkbox"/> No
-----------------	--

2. Are charges for any offenses currently pending against you (other than traffic offenses unrelated to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or any county or municipal ordinances? Yes No

If yes to question 2, describe nature and status of pending charges using the space below. Attach additional sheets as needed.

Part F: Questions

1. Have you lived in any state other than Wisconsin as an adult? If yes, please list them in the space below. If no, continue to question 2. Yes No

ILLINOIS

2. How long have you continuously lived in Wisconsin prior to the date of application? Years 26 Months —

3. Do you hold a direct or indirect interest in any alcohol beverage wholesaler or producer (e.g. brewer, brewpub, winery, distillery)? If yes, please explain using the space below. Attach additional sheets as needed. Yes No

Part G: Attestation

READ CAREFULLY BEFORE SIGNING: 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.

Signature <i>[Handwritten Signature]</i>	Date <u>1-24-2024</u>
--	-----------------------



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

**PARKS, RECREATION & FACILITIES
MANAGEMENT**

Dean R. Gazza, Director

1819 East Witzke Boulevard
Appleton, Wisconsin 54911-8401
(920) 832-5572 FAX (920) 993-3103
Email - dean.gazza@appleton.org

TO: Parks and Recreation Committee

FROM: Dean R. Gazza

DATE: 02/12/2024

RE: Action: Award the City of Appleton's "2024 Green Meadows Park Playground Equipment Project" contract to Lee Recreation in an amount not to exceed \$85,000.

The 2024 Capital Improvement Plan includes \$90,000 to install a new playground at Green Meadows Park. The Parks, Recreation, and Facilities Management Department (PRFMD) issued an RFP package for the design, supply, and installation of new playground equipment at Green Meadows Playground. Suppliers were asked to propose various playgrounds that fit within our budget.

We received seven proposals (Lee Recreation, Minnesota-Wisconsin Playgrounds, Boland Recreation, and Gerber Leisure Products). We internally reviewed all seven proposals with staff and Lee Recreation's proposal was selected based on value, design, and innovation.

The Parks, Recreation, and Facilities Management Department recommends awarding the contract for the Green Meadows Playground Project to Lee Recreation in an amount not to exceed \$85,000, which is the cost of the chosen proposal.

Please contact me at 832-5572 or at dean.gazza@appleton.org with any questions.



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

**PARKS, RECREATION & FACILITIES
MANAGEMENT**

Dean R. Gazza, Director

1819 East Witzke Boulevard
Appleton, Wisconsin 54911-8401
(920) 832-5572 FAX (920) 993-3103
Email - dean.gazza@appleton.org

TO: Parks & Recreation Committee

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

DATE: 02/12/2024

RE: Action Item: Request to award contract to AECOM for Phase II design and construction management services for Lutz Park shoreline redevelopment and trail in the amount of \$88,400 with a design contingency of \$5,000 for a total contract not to exceed \$93,400.

On July 29, 2022, Request for Proposals were received from two firms for conceptual planning and design for Lutz Park shoreline redevelopment and trail project. After review of the proposals by Parks, Recreation and Facilities Management staff, AECOM was unanimously selected by the review team to be recommended for award of the contract. Phase I was contracted with AECOM in August of 2022. Phase I conceptual planning and design was completed December of 2023.

The 2024 CIP has \$900,000 to complete design, permitting, bidding, construction management services and project construction for the Lutz Park shoreline redevelopment and trail project.

It is the recommendation of the Parks, Recreation, and Facilities Management Department to award the Phase II design and construction management services contract to AECOM in the amount of \$88,400 with a design contingency of \$5,000 for a total contract not to exceed \$93,400.

Please feel free to contact me at 832-5572 with any questions, or by email at dean.gazza@appleton.org.

January 4, 2024
Revised February 7, 2024**Our Reference**
OPP-1307069Tom Flick, Deputy Director
City of Appleton Facilities & Grounds
1819 Witzke Boulevard
Appleton, WI 54911
tom.flick@appleton.org**Proposal for Continued Engineering Services for Lutz Park Project, in Appleton, Wisconsin**

Dear Mr. Flick,

AECOM Technical Services, Inc. (AECOM) is pleased to provide this proposal to provide continued engineering support for the Lutz Park Project. This proposal describes our understanding of the project and our scope of services. **This proposal has been updated from what was previously provided on January 4, 2024. Updates are shown in red text.**

1.1 Background

AECOM has been supporting the Appleton Parks, Recreation and Facilities Management Department (APRFMD) develop plans for Lutz Park to improve lighting and shoreline conditions along the existing path adjacent to the Fox River as well as construct a new multi-use path along Lutz Drive. Improvements include reconstruction of a fishing pier and relocation of a kayak launch to a more accessible location. AECOM developed plans to a 90% level in 2023. We understand the APRFMD would like to bid the project in winter 2024 so the project can be constructed in the summer of 2024.

1.2 Scope of Services**1.2.1 Permitting****1.2.1.1 WDNR Chapter 30 Permit**

The 90% plans include modifications to the shoreline and installation of rip rap along the shoreline of the Fox River. Additionally, in-water work would be conducted to relocate the kayak launch and modify the fishing platform and adjacent retaining wall. The WDNR has a riprap exemption, however since the project includes installation of more than 200 lineal feet and the rip rap will be placed below the ordinary high water mark, we do not believe the project qualifies for an exemption. Therefore, it is anticipated a WDNR Chapter 30 Individual Permit (Wetlands and Waterways) will be required for dredging, shoreline erosion control, and piers, docks, and wharves. Prior to commencement of permit preparation, AECOM will confirm permitting requirements with the WDNR. It is anticipated the permit application will include the preparation of:

- Application form – AECOM will complete the forms on the WDNR WAMs site. The forms describe application information, site information, legal description, and explanation of wetland and endangered or threatened resources review.
- Ownership documentation – AECOM will gather information from publicly available assessor websites to document ownership. Preparation of a certified survey map (CSM) is not included in our scope of services.
- Plans and Specifications – The 90% design plans prepared in 2023 will be used in permit applications. Applicable specifications as described in the proceeding sections will be included if necessary.

- Project Narrative – AECOM will draft a Storm Water Management and Erosion Control Plan (SWMECP) to be used in permit documents (both the WDNR Individual Permit and the City of Appleton Site Plan Review). This document will serve as the project narrative. The document will describe the project, purpose, and need. Information on how the project will be executed, including methods, materials, and equipment, as well as the schedule will be discussed. There will be a discussion on stormwater management and erosion control measures as well as information on disposal of materials, materials used for fill, and how waterway impacts will be minimized.
- Riparian Owners – Similar to the ownership documentation, AECOM will gather information from publicly available assessor websites to document riparian owners.
- Proof of Pre-Application Meeting – as noted above, AECOM will confirm permitting requirements with the WDNR and hold a virtual pre-application meeting if required by the WDNR. The meeting will be attended by AECOM's project manager and design engineer and is anticipated to take less than one hour. The email correspondence with the WDNR and/or meeting minutes prepared by AECOM will be included as an attachment to the application.
- Wetland Assessment Method – AECOM assumes wetland information can be pulled from the WDNR Surface Water Data Viewer and that a wetland delineation will not be required for the project.
- Endangered or Threatened Resources (ER) – AECOM's certified endangered resources personnel will conduct a review and prepare a certified ER review letter for inclusion in the permit application.
- Photographs – AECOM will prepare a photo log showing existing conditions of the project.
- Application Fee – we assume the City will submit the application fee.

We assume the following will not be required to be developed, and as such, preparation of these documents are excluded from our scope of services:

- Hydraulic analysis and flood study
- Wave calculations
- Historical and cultural resources review

AECOM will prepare draft documents in PDF for APRFMD review. **AECOM assumes there will be no comments from the APRFMD on the permit documents.** Final permit documents will be uploaded to the WDNR WAMs site. AECOM will assign a representative of the City as the applicant. We assume the City will provide the name of the representative, pay the permit fee, and submit the application. We assume the WDNR will forward the Chapter 30 permit to the US Army Corps of Engineers (USACE) if applicable.

Based on past experience, we assume the WDNR and USACE will not require revisions to the permit documents. If revisions are required, AECOM will discuss additional fees with the APRFMD.

1.2.1.2 City of Appleton Site Plan Review

AECOM will contact the Department of Public Works (DPW) and Economic Development to confirm permitting requirements. However, we anticipate the project will be required to go through the Site Plan Review application process. It is anticipated the permit application will include the preparation of:

- Application for Site Plan Review – the application form will describe property owner, application, and property information. This form will need to be signed by a representative of the APRFMD.
- Stormwater Utility Service Application – AECOM will complete the form.
- Calculations for Sanitary Sewer and Water – we assume this is not applicable for the project since changes to these utilities will not be conducted, aside from raising the rim of one sanitary sewer.
- Calculations for Storm Sewer design – we assume this is not applicable for the project since site drainage patterns will remain the same and capacity modifications to the storm sewer will not change. Although some

work such as sealing around a storm pipe in the existing retaining wall and providing rip rap protection around an outfall are proposed, these improvements should not modify the capacity of the storm sewer.

- Site Plans – the 90% plans developed in 2023 will be included in the permit application. AECOM assumes that the plans meet the requirements of the items included on the Site Plan checklist. If additional information is required, AECOM will discuss with APRFMD the additional fees needed to update the plans prior to submission.
- Architectural Plans – we assume this is not applicable.
- Permit Fee – We assume the APRFMD will be responsible for paying the permit fees.

AECOM will prepare draft documents in PDF for APRFMD review. **AECOM assumes there will be no comments from the APRFMD on the permit documents.** AECOM will submit permit documents (hard copy and electronically as required by the City). **AECOM assumes there will be no comments from the City on the permit documents.** If review comments are required to be addressed, AECOM will discuss additional fees with the APRFMD.

1.2.1.3 City of Appleton Stormwater Management Permit and Erosion Control Permit

We understand the Stormwater Management Permit and Erosion Control Plan and Permit are separate permitting processes from the Site Plan Review permit. AECOM will confirm permitting requirements with the City prior to development of permit documents. However, we anticipate the project will be required to go through these permit processes.

It is anticipated the Stormwater Management permit application will include the preparation of:

- Stormwater Management Permit Application – AECOM will complete the form, but the form will need to be signed by a representative of the APRFMD.
- Stormwater Management Plan – AECOM will prepare a Stormwater Management Plan that complies with the City of Appleton Ordinance and the Code of the State of Wisconsin. Because the stormwater and erosion control permitting process is separate for the City of Appleton, the SWMECP prepared for the WDNR permit will be modified to separate out the stormwater and erosion control pieces. We anticipate that stormwater management will not be required and that the project will be designed in accordance with criteria set forth in the WDNR Bureau of Watershed Management Program Guidance Runoff Management Policy Management Team Storm Water Management Program's Design Considerations for Post-Construction Performance Standards for Public Trails near Waterways or Wetlands, dated May 2017. Therefore, our scope does not include preparation of storm modeling calculations.
- Post-construction documents – as described below in Section 1.2.3, AECOM will prepare As-Built drawings. These plans will be submitted to the City along with a certification that the project was constructed in accordance with the Stormwater Management Plan. Deviations will be listed if changes were made during construction. The property limits for the project are not being modified, therefore, we assume the legal description for the project will remain unchanged and can be included in the Stormwater Management Practices Maintenance Agreement. No CSM will be performed to facilitate this requirement of the permit.
- Permit fee – We assume the APRFMD will be responsible for paying the permit fees.

It is anticipated the Erosion & Sediment Control Permit application will include the preparation of:

- Erosion & Sediment Control Permit Application – AECOM will complete the form, but the form will need to be signed by a representative of the APRFMD.
- Erosion & Sediment Control Plan – AECOM will prepare an Erosion & Sediment Control Plan that complies with the City of Appleton Municipal Code Chapter 24 and applicable State erosion control codes. Similar to above, the SWMECP prepared for the WDNR permit will be modified to separate out the stormwater and erosion control pieces. Because the project will disturb less than one acre, the Long-Term Stormwater Management Acknowledgement form will be prepared for APRFMD signature.
- Permit fee – We assume the APRFMD will be responsible for paying the permit fees.

AECOM will prepare draft documents in PDF for APRFMD review. **AECOM assumes there will be no comments from the APRFMD on the permit documents, however signed documents will be incorporated into the final permit documents.** AECOM will submit permit documents (hard copy and electronically as required by the City). **AECOM assumes there will be no comments from the City on the permit documents.** If review comments are required to be addressed, AECOM will discuss additional fees with the APRFMD.

1.2.1.4 Exclusions

The 90% plans indicate a total disturbed area of 0.81 acres, therefore a Wisconsin Department of Natural Resources (WDNR) Construction Site Storm Water Notice of Intent (NOI) should not be required because site disturbance is not greater than 1 acre.

Additional permits which may be identified at a later date are not included in our scope of services to complete. We assume the contractor will be responsible for construction permits such as an electrical permit.

1.2.2 Bidding

AECOM anticipates that the following items or activities will be developed for the bidding process:

- Project Manual containing:
 - Bidding and Contract Documents – AECOM assumes the City has standard contract documents that will be used for the project. AECOM will review and update the standard documents for use in the project. The 90% project plans developed in 2023 will be used for bidding.
 - Technical Specifications – AECOM's project plans will generally refer to the City of Appleton Standard Specifications as the project specifications. However, AECOM will develop specialty specifications for scope items not normally covered in the City specifications. We anticipate this will include a performance specification for the Fishing Pier reconstruction and the Kayak Launch relocation.
 - Bid Form – AECOM will develop a bid form listing bid items and quantities.
- Bidding
 - AECOM will prepare a draft bid invitation for APRFMD review. We assume the APRFMD will publish this as an advertisement for bids. Given the scope of the work, AECOM assumes a pre-bid meeting is not warranted and that prospective contractors can visit the site on their own.
 - AECOM will prepare one Addendum, if needed. For budgeting purposes, we have assumed this will include responding to up to 8 contractor questions, 20 hours of drafting time to address plan set revisions, plus internal reviews.
- AECOM will review bidding results and provide a Contractor selection recommendation via email.

Draft and final documents will be provided to the APRFMD in PDF format. We will incorporate one set of consolidated comments into the final versions. We assume the final documents will be distributed by the APRFMD to interested bidders through the City's Quest system.

1.2.3 Construction Services

AECOM will incorporate comments obtained during permitting and bidding and create Issued for Construction Plans. The plans will be distributed to the contractor during a pre-construction meeting. AECOM will develop an agenda and prepare meeting minutes following the pre-construction meeting. We assume the meeting will be held at the APRFMD office.

During construction, AECOM will provide an experienced engineering technician to serve as a part-time Resident Project Representative (RPR) which generally includes the following services:

- Provide a part-time Resident Project Representative (RPR) services during construction events as project requirements dictate to evaluate and document compliance with the Construction Documents. The contractor will be responsible for developing a project schedule. However, for budgeting purposes, we have assumed the RPR

will be onsite during the activities listed below. One day is assumed to be **8-hours**, including drive time from either our Oshkosh or Green Bay office locations and completion of follow up paperwork (daily report). AECOM will make an attempt to combine site visits between different tasks where applicable to minimize project costs. Our estimate of hours assumes AECOM will be provided with 72-hours notice by the contractor of when site visits will be required. Last minute changes or cancelation in the contractor schedule may result in additional fees being incurred.

- Installation of erosion control, assumed 2 days.
 - Demolition (light poles, trees, fishing platform, kayak launch, topsoil stripping, and pavement removals), assumed 5 days.
 - Grading and Paving the multi-use path and sidewalks, assumed 5 days.
 - Installation of electrical conduit, light poles, and bases, assumed 3 days.
 - Reconstruction of the fishing platform and retaining wall, assumed 3 days.
 - Relocation of the kayak launch, assumed 1 day.
 - Shoreline restoration (placement of rip rap and plantings), assumed 5 days.
 - Punch list walk through (initial and final), assumed 2 days.
- Coordinate with the Contractor's survey crews to provide stakeout information and cut sheets for Contractor's use during construction.
 - Review contractor's progress schedule, schedule of submittals/submissions, and schedule of values prepared by contractor, and consult with the owner concerning their appropriateness.
 - Review contractor submittals and material samples for conformance with contract documents. For budgeting purposes we assume 8 submittals will need to be reviewed.
 - Maintain correspondence files, reports of job conferences and meetings, shop drawings and sample submissions, reproductions or original contract documents including all addenda, change orders, field orders, and additional drawings issued subsequent to the execution of the contract.
 - Maintain reports for the construction contractor activities; weather conditions when on the job site; data relative to questions of extras or deductions; list of visiting officials, representatives of manufacturers, fabricators, suppliers and distributors; daily activities; decisions; observations in general; and specific observations in more detail as in the case of observing test procedures.
 - Review applications for payment from the contractor for compliance with the established procedure for their submission, and forward with recommendations to the Owner noting, in particular, relation to the schedule of values, work completed, materials and equipment delivered at the site, but not incorporated in the work. For budgeting purposes, we have assumed 4 pay applications will need to be reviewed.
 - Provide vehicles, necessary equipment, and material for construction observation services.
 - Conduct a final walk through in the company of the Owner and contractor and prepare a final list of items to be completed or corrected.

AECOM assumes the contractor will be responsible for collecting As-Built information. AECOM will incorporate As-Built information from the contractor in the form of marked up PDF drawings. A site specific As-Built survey is not included in our scope of services. Preparation of As-Construction drawings in AutoCAD is not included in our scope of services. AECOM will provide an As-Built Construction Documentation Report containing the drawings and other pertinent information described above.

In development of our proposal and associated fees, we have assumed the following exclusions:

- Weekly status meetings will not be required. AECOM's representative will communicate directly with the contractor on project status and work schedule.

- We understand the City will hire a separate on-site material testing firm to document construction and compliance or noncompliance with project plans and specifications. Our scope of services does not include materials testing.
- We understand the City performs erosion control inspections of their projects. AECOM will conduct a few site visits as noted above to observe erosion control features have been installed in accordance with the plans, however weekly observations or observations after rain events have not been included in our scope.
- We understand the City performs its own electrical inspection. AECOM will conduct a few site visits as noted above related to observation of electrical installation, however detailed inspections and testing will not be performed.

AECOM has the expertise to perform these excluded services if necessary and can discuss additional fees associated with performing these services if requested by the APRFMD.

1.3 Schedule

We understand AECOM's proposal will need to be reviewed by the Parks Board on February 12 and will be placed on the Common Council Agenda for February 21. We understand the APRFMD would like to bid the project in winter 2024 so the project can be constructed in summer 2024. Permitting approvals may have an impact on the construction schedule. However, AECOM will work on permitting and bidding items concurrently. The following schedule assumes authorization to proceed is received by February 26, 2024.

Permitting

- **Week of February 26, 2024** – discuss permitting requirements with regulatory agencies. Hold pre-application meetings if required.
- **March 4 to 29, 2024** – prepare permit application materials.
- **Week of April 1, 2024** – APRFMD review of permit documents.
- **Week of April 8, 2024** – submittal of permit documents
 - WDNR Chapter 30 Permit – this process typically takes 135 days for the WDNR to review. The Army Corps of Engineers review is typically performed concurrent with the WDNR review, and may take several months. For planning purposes, the project team may want to assume permit approvals may not be received until **September 2024** or later. Because this permit is specific to shoreline items, AECOM recommends the contractor phases the work so upland trail construction is completed first and shoreline restoration, reconstruction of the fishing platform, and reconstruction of the kayak launch be performed in the second phase of the project.
 - City Site Plan Review Permit – we understand site plan application materials are due to the City by noon on Tuesdays for incorporation into the following week's Site Plan Meeting held on Wednesday's. **AECOM's proposal assumes the permits will be approved upon initial submission, however, for planning purposes, the project team may want to assume permit approvals will be received by the end of June 2024.**
 - Storm Water Permit and Erosion Control Permit – **AECOM's proposal assumes the permits will be approved upon initial submission, however, for planning purposes, the project team may want to assume permit approvals will be received by the end of June 2024.**

Bidding

- **Week of February 26, 2024** – Receive City standard contract documents.
- **February 26 to March 15, 2024** – prepare bid documents.
- **Week of March 18, 2024** – APRFMD review of bid documents.
- **Week of March 25, 2024** – Finalize bid documents and post on Quest
- **April 5, 2024** – Receive bidder questions

- **April 12, 2024** – Provide Addendum 1 addressing bidder questions
- **April 19, 2024** – Receive final bids
- **Week of April 22, 2024** – Review bids and provide contractor selection recommendations.
- **May 2024** – Contractor onboarding (assumed to be performed by the APRFMD).

Construction

- **Mid-June 2024** – Hold pre-construction meeting. Date is flexible depending on contractor, APRFMD, and AECOM availability.
- **End of June 2024** – Assume upland related permitting work is approved.
- **Early July 2024** – Start upland work. Date is flexible depending on contractor.
- **Early September 2024** – Assume shoreline related permitting work is approved.
- **October 2024** (tentative, based on contractor schedule) – Substantial completion.
- **November 2024** (tentative, based on contractor schedule) – Submit As-Built drawings to the City of Appleton to close out the stormwater permit. Provide Construction Documentation Report to APRFMD.

1.4 Fees

The services to be performed upon acceptance of this proposal are described in the preceding scope of services section and are based on our understanding of the project. AECOM proposes to perform the scope of services on a time and materials basis for an estimated fee of **\$88,400**. Actual invoice amounts may vary due to many factors including, but not limited to, changes in project requirements or alterations to the scope of services. We will not, however, change our scope of services or exceed the above amount without your prior approval.

Invoice amounts will be based on actual units used and will include travel costs and other expenses incurred by AECOM in rendering the services described. Invoicing will be conducted monthly.

1.5 Terms and Conditions

AECOM recommends performing the services described in this proposal using the enclosed previously approved terms and conditions dated October 21, 2019.

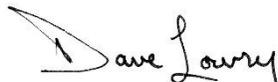
We appreciate this opportunity to present this proposal. If you have questions related to the scope of services described in this proposal, please contact Shannon Allen at 262-719-9746 or Shannon.Allen2@aecom.com.

Yours sincerely,

AECOM Technical Services, Inc.



Shannon Allen, P.E. (WI)
Civil Engineer / Project Manager
AECOM



Dave Lowry, P.E. (IL, MO)
Associate Vice President
AECOM

Encl. Previously Negotiated Consulting Services Agreement

CONSULTING SERVICES AGREEMENT

This Consulting Services Agreement ("Agreement") effective this 21 day of October, 2019, is by and between the City of Appleton, a Wisconsin municipality, ("Client"), and AECOM Technical Services, Inc., a California corporation, ("AECOM"); each also referred to individually as ("Party") and collectively as ("Parties").

In consideration of the mutual covenants and promises contained herein, the Parties agree as follows:

1. SCOPE OF SERVICES

1.1 AECOM shall perform the services set forth in **EXHIBIT A** ("Services"), incorporated herein by reference.

1.2 AECOM will provide the work products ("Deliverables") in accordance with the schedule ("Project Schedule"), if applicable, as set forth in **EXHIBIT A**.

2. **TERM OF AGREEMENT** Upon execution by the Parties, this Agreement shall have the effective date set forth above. This Agreement shall remain in force until all obligations related to the Services, other than those obligations which survive termination of this Agreement under Article 22, have been fulfilled, unless this Agreement is sooner terminated as set forth herein.

3. **COMPENSATION AND PAYMENT** AECOM shall be paid for the performance of the Services in accordance with **EXHIBIT B** ("Compensation and Payment"), incorporated herein by reference.

4. **NOTICE** All notices, requests, claims, demands and other official communications herein shall be in writing. Such notices shall be given (i) by delivery in person, (ii) by a nationally recognized commercial courier service; or (iii) by United States Postal Service, registered mail, postage prepaid and return receipt requested. Notices shall be effective upon actual delivery to the other Party at the following addresses:

TO CLIENT:

City of Appleton
Parks, Recreation and Facilities Management
1819 East Witzke Boulevard
Appleton, WI 54914
Attn: Tom Flick

Claims-related notices shall be copied to:
City of Appleton
Legal Services Department
100 North Appleton Street
Appleton, WI 54911-4799

TO AECOM:

Claims-related notices shall be copied to:
Chief Counsel, Americas Design and Consulting Services
515 South Flower Street, Suite 1050
Los Angeles, CA 90071

or to which address the receiving Party may from time to time give notice to the other Party. Rejection or other refusal to accept, or the inability to deliver because of changed address, for which no notice was given,

shall be deemed to be receipt of the notice as of the date of such rejection, refusal to accept, or inability to deliver.

5. AECOM'S RESPONSIBILITIES

5.1 AECOM shall perform the Services in accordance with the degree of professional skill, quality and care ordinarily exercised by members of the same profession currently practicing in the same location under comparable circumstances and as expeditiously as is consistent with professional skill and the orderly progress of the Project. The full extent of AECOM's responsibility with respect to the Services shall be to perform in accordance with the above standards and to remedy any material deficiencies or defects in the Deliverables at AECOM's own expense, provided that AECOM is notified by Client, in writing, of any such deficiency or defect within a reasonable period after discovery thereof, but in no event later than 90 days after AECOM's completion or termination of the Services. AECOM MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, AND INFORMATIONAL CONTENT OR OTHERWISE.

5.2 AECOM will endeavor in good faith, as needed, to obtain from the appropriate authorities their interpretation of applicable codes and standards and will apply its professional judgment in interpreting the codes and standards as they apply to the Project at the time of performance of the Services. Notwithstanding the above, the Parties agree that, as the Project progresses, such codes or standards may change or the applicability of such codes or standards may vary from AECOM's original interpretation through no fault of AECOM and that additional costs necessary to conform to such changes or interpretations during or after execution of the Services will be subject to an equitable adjustment in the Compensation and Project Schedule.

5.3 AECOM shall be responsible for its performance and that of AECOM's lower-tier s and vendors. However, AECOM shall not be responsible for health or safety programs or precautions related to Client's activities or operations or those of Client's other contractors and consultants or their respective subcontractors and vendors ("Contractors"). AECOM shall have no responsibility for (i) construction means, methods, techniques, sequences or procedures; (ii) for the direction of Contractors' personnel; (iii) selection of construction equipment; (iv) coordination of Contractors' work; (v) for placing into operation any plant or equipment; or (vi) for Contractors' failure to perform the work in accordance with any applicable construction contract. AECOM shall not be responsible for Client's pre-existing site conditions or the aggravation of those preexisting site conditions to the extent not caused by the negligence or willful misconduct of AECOM. AECOM shall not be responsible for inspecting, observing, reporting or correcting health or safety conditions or deficiencies of Client, Contractors or others at project site ("Project Site") other than AECOM's employees, subconsultants and vendors. So as not to discourage AECOM from voluntarily addressing health or safety issues while at the Project Site, in the event AECOM does identify such issues by making observations, reports, suggestions or otherwise, AECOM shall have no authority to direct the actions of others not under AECOM's responsibility and control and shall have no liability, responsibility, or affirmative duty arising on account of AECOM's actions or forbearance.

5.4 Notwithstanding anything contained in this Agreement, AECOM shall have no responsibility for the discovery, presence, handling, removal, transportation, storage or disposal of, or exposure of persons to hazardous materials in any form related to the Project.

6. CLIENT'S RESPONSIBILITIES

6.1 Client shall provide in writing any specific Client requirements or criteria for the Project.

6.2 Client shall furnish to AECOM all information and technical data in Client's possession or control reasonably required for the proper performance of the Services. AECOM shall be entitled to reasonably rely without independent verification upon the information and data provided by Client or obtained from generally accepted sources within the industry, except to the extent such verification by AECOM is expressly required as a defined part of the Services.

6.3 Client shall arrange for access and make all provisions necessary for AECOM to enter upon public and/or private property as required for AECOM to properly perform the Services. Client shall disclose to AECOM any known or suspected hazards at the Project Site which may pose a threat to human health, property or the environment.

6.4 If any document or inquiry requires Client to approve, comment, or to provide any decision or direction with regard to the Services, such approval, comment, decision or direction shall be provided within a reasonable time within the context of the Project Schedule, or if not identified in the Project Schedule, within a reasonable time to facilitate the timely performance of the Services.

7. INDEPENDENT CONTRACTOR Nothing contained in this Agreement shall be construed to create a partnership, joint venture, or create a relationship of employer/employee or principal/agent between Client or Client's Contractors and AECOM.

8. CONFIDENTIALITY

8.1 AECOM shall treat as confidential information and data delivered to it by Client or developed in the performance of the Services that are specified in writing by Client to be confidential ("Confidential Information"). Confidential Information shall not be reproduced, transmitted, disclosed or used by AECOM without the consent of Client, except in the proper performance of the Services, for a period of 5 years following completion or termination of this Agreement.

8.2 Notwithstanding the above, these restrictions shall not apply to Confidential Information which (i) is already known to AECOM at the time of its disclosure; (ii) becomes publicly known through no wrongful act or omission of AECOM; (iii) is communicated to a third party with the express written consent of Client and not subject to restrictions on further use or disclosure; (iv) is independently developed by AECOM; or, (v) to the extent such Confidential Information is required by Law to be disclosed to any governmental agency or authority; provided that before making such disclosure, AECOM shall promptly provide Client with written notice of such requirement and a reasonable opportunity for Client to object to the disclosure or to take action at Client deems appropriate to maintain the confidentiality of the Confidential Information.

8.3 Upon termination of this Agreement or upon Client's written request, AECOM shall return the Confidential Information to Client or destroy the Confidential Information in AECOM's possession or control. Notwithstanding the above, AECOM shall be entitled to retain a copy of such Confidential Information relating to the Services or this Agreement for its archives, subject to AECOM's continued compliance with this Article 8.

9. DATA RIGHTS

9.1 All Deliverables set forth in Exhibit A shall become the property of Client upon proper payment for the Services. AECOM shall bear no liability or responsibility for Deliverables that have been modified post-delivery or used for a purpose other than that for which it was prepared under this Agreement.

9.2 Notwithstanding Section 9.1 above, AECOM's proprietary information, including without limitation, work papers, drawings, specifications, processes, procedures, software, interim or draft documents, methodologies, know-how, software and other instruments of service belonging to or licensed by AECOM and used to develop the Work Product ("AECOM Data"), shall remain the sole property of AECOM. To the extent the Deliverables contain or require the use of AECOM Data, AECOM hereby grants to Client, upon proper payment for the Services, a non-exclusive, non-transferable and royalty-free license to use such AECOM Data solely for the purposes for which the Deliverables were developed.

9.3 Nothing in this Article shall be construed to prohibit AECOM from using skills, knowledge or experience gained by AECOM in the performance of the Services for other purposes, provided that AECOM does not use Client's Confidential Information.

10. COMPLIANCE The Parties shall comply with applicable treaties, compacts, statutes, ordinances, codes, regulations, consent decrees, orders, judgments, rules, and other requirements of governmental or judicial entities that have jurisdiction over the Services ("Law").

11. FORCE MAJEURE Neither Party shall be responsible for a delay in its respective performance under this Agreement, other than a delay in payment for Services already performed, if such delay is caused by extraordinary weather conditions or other natural catastrophes, war, terrorist attacks, sabotage, computer viruses, riots, strikes, lockouts or other industrial disturbances, acts of governmental agencies or authorities, discovery of Hazardous Materials or differing and unforeseeable site conditions, or other events beyond the reasonable control of the claiming Party. AECOM shall be entitled to an equitable adjustment to the Project Schedule in the foregoing circumstances.

12. INSURANCE

12.1 AECOM will maintain the following insurance coverages and amounts and as further detailed in Attachment A:

- 12.1.1 Workers Compensation insurance as required by Law;
- 12.1.2 Employer's Liability insurance with coverage of \$1,000,000 each accident/employee;
- 12.1.3 Commercial General Liability insurance with coverage of \$2,000,000 per occurrence/aggregate;
- 12.1.4 Automobile Liability insurance with coverage of \$1,000,000 combined single limit; and
- 12.1.5 Professional Liability insurance with coverage of \$2,000,000 per claim/aggregate.

13. INDEMNITY

13.1 AECOM agrees to indemnify, defend and hold harmless Client, its officers, officials, directors and employees, from and against any and all liability, loss, expenses, costs or damage for bodily injury or property damage ("Claims"), including reasonable attorney's fees, arising out of the activities and services provided as described herein, to the extent caused by any negligent act or omission by AECOM, anyone directly or indirectly employed by AECOM, or anyone for whom AECOM may be legally liable, except where caused by the negligence or willful misconduct of the Client.

13.2 If the Services include AECOM's performance during the construction phase of the Project, Client shall require Client's Contractors working on the Project Site to include AECOM, its directors, officers and employees in any indemnity that the Client requires such Contractors to provide to the Client.

14. CONSEQUENTIAL DAMAGES WAIVER IN NO EVENT SHALL EITHER PARTY, THEIR PARENTS, AFFILIATES AND SUBSIDIARIES OR THEIR RESPECTIVE DIRECTORS OFFICERS OR EMPLOYEES BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF REVENUE, LOSS OF USE OR INTERRUPTION OF BUSINESS) ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

15. RISK ALLOCATION AND RESTRICTION OF REMEDIES THE PARTIES HAVE EVALUATED THE RESPECTIVE RISKS AND REMEDIES UNDER THIS AGREEMENT AND AGREE TO ALLOCATE THE RISKS AND RESTRICT THE REMEDIES TO REFLECT THAT EVALUATION. CLIENT AGREES TO RESTRICT ITS REMEDIES UNDER THIS AGREEMENT AGAINST AECOM, ITS PARENTS, AFFILIATES AND SUBSIDIARIES, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, SHAREHOLDERS AND EMPLOYEES, ("AECOM COVERED PARTIES"), SO THAT THE TOTAL AGGREGATE LIABILITY OF THE AECOM COVERED PARTIES SHALL NOT EXCEED THE ACTUAL PAID COMPENSATION FOR THE SERVICES. THIS RESTRICTION OF REMEDIES SHALL APPLY TO ALL SUITS, CLAIMS,

ACTIONS, LOSSES, COSTS (INCLUDING ATTORNEY FEES) AND DAMAGES OF ANY NATURE ARISING FROM OR RELATED TO THIS AGREEMENT WITHOUT REGARD TO THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS IMPOSED. CLAIMS MUST BE BROUGHT WITHIN ONE CALENDAR YEAR FROM PERFORMANCE OF THE SERVICES UNLESS A LONGER PERIOD IS REQUIRED BY LAW.

16. DISPUTES RESOLUTION

16.1 Either Party may initiate mediation as a dispute resolution by providing written notice to the other Party setting forth the subject of the claim, dispute or controversy ("Claim") and the requested relief. The recipient of such notice shall respond within 5 business days with a written statement of its position and a recommended solution to the Claim.

16.2 If the Parties cannot resolve the dispute through negotiation or mediation, either Party may refer the Claim to a panel ("Panel") consisting of a designated senior representative from each Party ("Representative"), who shall have the authority to resolve such Claim. The Representatives shall not have been directly involved in the Services and shall negotiate in good faith. No written or verbal representation made by either Party in the course of any Panel proceeding or other settlement negotiations shall be deemed to be a party admission. If the representatives are unable to resolve the dispute within 3 weeks, either Party may pursue its respective legal and equitable remedies.

17. GOVERNING LAW This Agreement shall be governed by and interpreted under the laws of the State of Wisconsin, excluding the conflict of law provisions.

18. TERMINATION

18.1 This Agreement may be terminated for convenience by the Client upon 30 days advance written notice. On termination, AECOM will be paid for all Services performed up through the termination date.

18.2 This Agreement may be terminated for cause by either Party if the other Party materially fails to perform its obligations under this Agreement, does not commence correction of such non-performance within 10 business days of receipt of written notice and/or fails to diligently complete such correction thereafter. The respective rights and obligations of the Parties predating such termination shall survive termination of this Agreement.

19. ASSIGNMENT

19.1 Neither Party may assign this Agreement without the written consent of the other Party.

19.2 Notwithstanding Section 19.1 above, the Parties recognize that AECOM has affiliated companies who have specialized expertise, necessary certifications/registrations or other capabilities that may make use of such affiliates more suitable for the performance of all or part of the Services. AECOM shall be entitled without additional consent to assign this Agreement or performance of the Services, in whole or in part, to any of AECOM's subsidiaries or affiliates upon written notice to Client; provided, however, that AECOM shall remain liable for the performance, obligations and responsibilities of such Affiliates under this Agreement.

20. PARTIES IN INTEREST Nothing in this Agreement, expressed or implied, is intended to confer on any person or entity other than the Parties any right or remedy under or by reason of this Agreement. The provisions of this Agreement shall bind and inure solely to the benefit of the Parties and their respective successors and permitted assigns.

21. WAIVER Either Party may in writing waive any provisions of this Agreement to the extent such provision is for the benefit of the waiving Party. No waiver by any Party of a breach of any provision of this Agreement shall be construed to be a waiver of any subsequent or different breach.

22. SEVERABILITY AND SURVIVAL The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if any invalid or unenforceable provision were omitted. Articles 4 (Notice), 5 (AECOM's Responsibilities), 6.2 (Reliance on Data), 8 (Confidentiality), 9 (Data Rights), 12 (Insurance), 13 (Indemnity), 14 (Consequential Damages Waiver), 15 (Risk Allocation), 16 (Disputes Resolution), 17 (Governing Law), 19 (Assignment), 20 (Parties in Interest) or 22 (Survival) shall survive termination of this Agreement.

23. PREPARATION OF AGREEMENT Each Party has had the opportunity to avail itself of legal advice and counsel. Neither Party shall be deemed to be the drafter or author of this Agreement. In the event this Agreement is subject to interpretation or construction by a court of law or panel of arbitration, such court or panel shall not construe this Agreement, or any portion hereof, against either Party as the drafter of this Agreement.

24. SIGNATURES Each person executing this Agreement warrants that he/she has the necessary authority to do so on behalf of the respective Party. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.

25. ORDER OF PRECEDENCE

EXHIBIT C	Change Orders
Consulting Services Agreement	Article 26
Consulting Services Agreement	Articles 1 through 25 and 27
EXHIBIT B	Compensation and Payment
EXHIBIT A	Services
Other contract documents	

26. SPECIAL TERMS AND CONDITIONS

None

27. ENTIRE AGREEMENT This Agreement contains all of the promises, representations and understandings of the Parties and supersedes any previous understandings, commitments, proposals or agreements, whether oral or written. This Agreement shall not be altered, changed, or amended except as set forth in a written amendment to this Agreement, duly executed by both Parties. The attached **EXHIBIT C** ("Change Order"), incorporated herein by reference, is the preferred form for such use.

AECOM, Technical Services, Inc., Consultant:

Witness: *Amy S. Kistner*
Printed Name: Amy S. Kistner

By: *Thomas J. Holtan*
Printed Name: Thomas J. Holtan, P.E.
Title: Associate Vice President

Witness: *Amy S. Kistner*
Printed Name: Amy S. Kistner

By: *Terrance A. Peterson*
Printed Name: Terrance A. Peterson, P.E.
Title: Senior Project Manager

City of Appleton, Client:

Witness: *James M. Giesbach*
Printed Name: James M. Giesbach

By: *Timothy M. Hanna*
Printed Name: Timothy M. Hanna, Mayor

Witness: *Kami Lynch*
Printed Name: Kami Lynch

By: *Kami Lynch*
Printed Name: Kami Lynch, City Clerk

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

Anthony D. Saucerman
Anthony D. Saucerman, Finance Director

Approved as to form:
James P. Walsh
James P. Walsh, City Attorney

(End of page)



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

**PARKS, RECREATION & FACILITIES
MANAGEMENT**

Niki Wendt, Recreation Manager

1819 East Witzke Boulevard
Appleton, Wisconsin 54911-8401
(920) 832-5572 FAX (920) 993-3103
Email – niki.wendt@appleton.org

TO: Parks and Recreation Committee

FROM: Niki Wendt

DATE: February 12, 2024

RE: Action: Request Approval of Aquatic Program Fees and Charges Policy

The Parks, Recreation, and Facilities Management Department along with the City's Legal Services Office has reviewed the Aquatic Program Fees and Charges Policy. Changes include consistency in language from other similar policies along with some updates to wording. Major changes include:

- Under definitions, the dates for summer passes will be determined annually and will be reflected on the Appleton Parks and Recreation website.
- Tot Swim has been added to programming for children 6 years old and under with an adult. Patrons would pay a reduced rate of 50% of the open swim admission fee.
- Discount rate for summer pool passes would end the first Thursday in May to reduce the overwhelming and time consuming nature of people purchasing immediately prior to pool opening.
- Youth summer pool pass rate increased to reflect inflation and to help offset the increases to seasonal staff wages. In 2023, these pool pass rates did not increase along side with other summer pool passes.

Our department requests approval of the updates which will go into effect March 1, 2024.

Please contact me at 832-5572 or at niki.wendt@appleton.org with any questions.

CITY OF APPLETON POLICY		TITLE: FEES AND CHARGES FOR AQUATIC PROGRAMS
ISSUE DATE: March 7, 2001 Day of Council Adoption	LAST UPDATE: January 2005 January 2007 January 2010 January 18, 2017 February, 2019 December, 2022 February, 2024	TEXT NAME: K:Parks/Administration/Policies/ Aquatic Policies/Aquatic Fees Policy
POLICY SOURCE: Parks, Recreation and Facilities Management Department	AUDIENCE: Residents and City Employees	TOTAL PAGES: 4
Reviewed by Attorney's Office Date: January 30, 2024	Parks and Recreation Committee:	Council Approval Date:

I. PURPOSE

It is the purpose of this policy to establish fees and provide guidelines necessary to administer those fees to the participants of aquatic programs.

II. POLICY

It is the policy of the City of Appleton to open participation in Parks and Recreation Department aquatic programs to anyone and charge fees to participants for the purpose of meeting cost recovery outlined in this policy. The fees charged to participants for instructional programs shall be established by the Appleton Parks, Recreation and Facilities Management Department (PRFMD). Daily admission fees, punch cards, and summer pass rates are identified in this policy.

III. DISCUSSION

Aquatic instructional programs offered by the City of Appleton, as a whole, shall follow the cost recovery model noted in the Recreation Program Fee Policy. Residents and non-residents may purchase daily admissions, punch cards, summer individual and family passes, as well as enroll in instructional programs. Those fees are identified later in this policy.

III. DEFINITIONS

- Youth – a person aged 17 or under.
- Adult – a person aged 18 and over.
- Senior – a person aged 62 or older.
- Summer Pass – provides individuals and families with admission to any City operated open/lap swim session during the summer pool season for the year issued. Dates for the

season listed on Appleton Parks and Recreation website.

- Daily Admission – provides the individual admission to any single City operated open/lap swim session.
- Family – at least one adult and up to two adults/seniors who live together and any youth living with the adults/seniors full-time or part-time where the adults/seniors are the legal guardian of the youth.
- Instructional Program – programs include youth and adult swim lessons, First-Aid classes, CPR training, Lifeguard training, WSI training, etc.
- Operating Costs – costs directly related to the operation of the program. These costs include direct program staff, facility rental/maintenance costs, supplies and services, utilities, etc.
- Resident – a person who currently lives within the corporate city limits of the City of Appleton. Residents of communities having reciprocal agreements with the City of Appleton will also be considered residents for the purpose of setting fees.
- Group: A set of individuals representing a non-profit or child-care organization.
- Twilight rate – a discounted open swim rate at Erb and Mead Pools the last two hours of open swim.
- Tot Swim- a discounted open swim that is limited to children 6 years old and under with an adult. Older siblings will be admitted up to 8 years old.

V. PROCEDURE

A. Fees

1. Fees will be charged for daily admission, punch cards, summer individual and family passes at the rates identified in this policy.
2. To qualify for the group rate, organizations must pre-register with the Recreation Supervisor as well as sign and follow the rules and regulations acknowledgement form.
3. The PRFMD will establish all instructional program fees based on the operation cost guidelines, which will be reported to the Parks and Recreation Committee on a yearly basis. All instructional program fees, including non-resident fees, will be consistent with our rates as noted in our Recreation Program Fee Policy.
4. Any resident having financial difficulties may apply for fee assistance as outlined in the Recreation Program Fee Waiver Policy.

- ### B. Falsification of Information –
- If a person provides false or misleading information to obtain a lower fee amount, the person will be removed from their instructional program and/or lose their annual pool pass and all fees will be forfeited.

C. Refunds

1. A full refund will be credited for any instructional program cancelled by the City.
2. A full refund will be credited if an instructional program time, date, or location is changed by the City and the participant is unable to attend because of the change.
3. A refund will be credited for any instructional program if the participant requests a refund prior to the start of the program or before the registration deadline, whichever comes first.
4. All refund requests will be credited to the individual or family account, as applicable, in the RecTrac registration software program. Requests for refund to original form of payment will be subject to a \$10.00 processing fee for each transaction.
5. Refunds of \$15.00 or less will automatically be credited to the individual or family account, as applicable, in the RecTrac Registration software program.
6. Summer passes and punch cards are not refundable. A lost summer pass will be replaced for a \$5.00 fee.
7. Daily pool admission fees are not refundable for any reason, including due to inclement weather.

D. Implementation

1. All fees become effective March 1, 2024.
2. Summer individual and family passes purchased between January 1 and the first Thursday in May will be charged the discount rate. Summer passes purchased after the first Thursday in May will be charged the regular rate. Discounts are not available for non-residents.
3. Guidelines for Groups:
 - a. To get the group rate, organizations must contact the Recreation Supervisor with PRFMD and provide the following information: name of organization and contact for visit, proof of non-profit status, date(s) and time(s) of visit(s), number of visitors (including chaperones based on the ratio chart) and complete the rules and regulation acknowledgment form.
 - b. Chaperone to Student Ratio chart

3 years of age and under*		1:1
4-5 years of age**		1:4
6-8 years of age**		1:6
9 years of age and older**		1:10

*Chaperones must be in the water, **WITHIN ARM'S REACH** at all times.

Chaperones must be in the water and **IN CLOSE PROXIMITY at all times.

- c. Groups using the facility during the open swim times may be billed per admission fee with prior written approval from the Director of PRFMD or designee.
- d. A 15% administrative fee will be charged to groups requesting a bill for individual admission fees for multiple dates.

DAILY ADMISSION, PUNCH CARD AND SUMMER PASS FEES*

(Effective March 1, 2024)

DAILY POOL ADMISSION FEES	
ERB & MEAD POOLS	
OPEN SWIM – 3 & UNDER	FREE
OPEN SWIM – YOUTH	\$4.00
OPEN SWIM – ADULT	\$5.00
OPEN SWIM – SENIOR	\$4.00
NON-SWIMMING CARE GIVERS	\$2.00
GROUP RATE- WITH PRE-REGISTRATION	\$3.00
TWILIGHT/ TOT SWIM RATE	50% discount

PUNCH CARD FEES	
ERB & MEAD POOLS	
YOUTH	\$40.00
ADULT	\$50.00
SENIOR	\$40.00

SUMMER SWIM PASS	RESIDENT ANNUAL	RESIDENT DISCOUNT	NON- RESIDENT ANNUAL
YOUTH PASS	\$ 60.00	\$ 45.00	\$ 85.00
ADULT PASS	\$ 95.00	\$ 75.00	\$ 130.00
SENIOR PASS	\$ 75.00	\$ 60.00	\$ 100.00
FAMILY OF 2 PASS	\$ 115.00	\$ 95.00	\$ 155.00
FAMILY OF 3 PASS	\$ 135.00	\$ 110.00	\$ 180.00
FAMILY OF 4 PASS	\$ 155.00	\$ 125.00	\$ 205.00
FAMILY OF 5 PASS	\$ 170.00	\$ 135.00	\$ 225.00
FAMILY OF 6 & UP PASS	\$ 180.00	\$ 145.00	\$ 240.00
REPLACEMENT (per pass)	\$5.00	\$5.00	\$5.00

*If applicable, all fees include sales tax

CITY OF APPLETON POLICY		TITLE: FEES AND CHARGES FOR AQUATIC PROGRAMS
ISSUE DATE: March 7, 2001 Day of Council Adoption	LAST UPDATE: January 2005 January 2007 January 2010 January 18, 2017 February, 2019 December, 2022 February/January, 2024	TEXT NAME: K:Parks/Administration/Policies/ Aquatic Policies/Aquatic Fees Policy
POLICY SOURCE: Parks, Recreation and Facilities Management Department	AUDIENCE: Residents and City Employees	TOTAL PAGES: 4
Reviewed by Attorney's Office Date: January 30, 2024	Parks and Recreation Committee:	Council Approval Date:

I. PURPOSE

It is the purpose of this policy to establish fees and provide guidelines necessary to administer those fees to the participants of aquatic programs.

II. POLICY

It is the policy of the City of Appleton to open participation in Parks and Recreation Department aquatic programs to anyone and charge fees to participants for the purpose of meeting cost recovery outlined in this policy. The fees charged to participants for instructional programs shall be established by the Appleton Parks, Recreation and Facilities Management Department (PRFMD). Daily admission fees, punch cards, and summer pass rates are identified in this policy.

III. DISCUSSION

Aquatic instructional programs offered by the City of Appleton, as a whole, shall follow the cost recovery model noted in the Recreation Program Fee Policy. Residents and non-residents may purchase daily admissions, punch cards, summer individual and family passes, as well as enroll in instructional programs. Those fees are identified later in this policy.

III. DEFINITIONS

- Youth – a person aged 17 or under.
- Adult – a person aged 18 and over.
- Senior – a person aged 62 or older.
- Summer Pass – provides individuals and families with admission to any City operated open/lap swim session during the summer pool season (~~first week of June~~ ~~third week of~~

~~August~~) for the year issued. [Dates for the season listed on Appleton Parks and Recreation website.](#)

- Daily Admission – provides the individual admission to any single City operated open/lap swim session.
- Family – at least one adult and up to two adults/seniors who live together and any youth living with the adults/seniors full-time or part-time where the adults/seniors are the legal guardian of the youth.
- Instructional Program – programs include youth and adult swim lessons, First-Aid classes, CPR training, Lifeguard training, WSI training, etc.
- Operating Costs – costs directly related to the operation of the program. -These costs include direct program staff, facility rental/maintenance costs, supplies and services, utilities, etc.
- Resident – a person who currently lives within the corporate city limits of the City of Appleton. -Residents of communities having reciprocal agreements with the City of Appleton will also be considered residents for the purpose of setting fees.
- Group: A set of individuals representing a non-profit or child-care organization.
- Twilight rate – a discounted open swim rate at Erb and Mead Pools the last two hours of open swim.
- Tot Swim- a discounted open swim that is limited to children 6 years old and under with an adult. Older siblings will be admitted up to 8 years old.

V. PROCEDURE

A. Fees

1. Fees will be charged for daily admission, punch cards, summer individual and family passes at the rates identified in this policy.
2. To qualify for the group rate, organizations must pre-register with the Recreation ~~Programmer~~ Supervisor as well as sign and follow the rules and regulations acknowledgement form.
3. The PRFMD will establish all instructional program fees based on the operation cost guidelines, which will be reported to the Parks and Recreation Committee on a yearly basis. -All instructional program fees, including non-resident fees, will be consistent with our rates as noted in our Recreation Program Fee Policy.
4. Any ~~person-resident~~ having financial difficulties may apply for fee assistance as outlined in the Recreation Program Fee Waiver Policy.

- ### B. Falsification of Information –
- If a person provides false or misleading information to obtain a lower fee amount, the person will be removed from their instructional program and/or lose their annual pool pass and all fees will be forfeited.

C. Refunds

1. A full refund will be credited for any instructional program cancelled by the City.
2. A full refund will be credited if an instructional program time, date, or location is changed by the City and the participant is unable to attend because of the change.
3. A ~~full~~ refund will be credited for any instructional program if the participant requests a refund prior to the start of the program or before the registration deadline, whichever comes first.
4. All refund requests will be credited to the individual or family account, as applicable, in the RecTrac registration software program. -Requests for refund to original form of payment will be subject to a \$10.00 processing fee for each transaction.
5. Refunds of \$15.00 or less will automatically be credited to the individual or family account, as applicable, in the RecTrac Registration software program.
6. Summer passes and punch cards are not refundable. A lost summer pass will be replaced for a \$5.00 fee.
7. Daily pool admission fees are not refundable for any reason, including due to inclement weather.

D. Implementation

1. All fees become effective March 1, 202~~4~~³.
2. Summer individual and family passes purchased between January 1 and the first Thursday in ~~June~~ May will be charged the discount rate. -Summer passes purchased after the first Thursday in May will be charged the regular rate. -Discounts are not available for non-residents.
3. Guidelines for Groups:
 - a. To get the group rate, organizations must contact the Recreation ~~Programmer~~ Supervisor with PRFMD and provide the following information: name of organization and contact for visit, proof of non--profit status, date(s) and time(s) of visit(s), number of visitors (including chaperones based on the ratio chart), and complete the rules and regulation acknowledgment form.
 - b. Chaperone to Student Ratio chart

3 years of age and under*		1:1
4-5 years of age**		1:4
6-8 years of age**		1:6
9 years of age and older**		1:10

*Chaperones must be in the water, **WITHIN ARM'S REACH** at all times.

Chaperones must be in the water and **IN CLOSE PROXIMITY at all times.

- c. Groups using the facility during the open swim times may be billed per admission fee with prior written approval from the Director of PRFMD or designee.
- d. A 15% administrative fee will be charged to groups requesting a bill for individual admission fees [for multiple dates](#).

DAILY ADMISSION, PUNCH CARD AND SUMMER PASS FEES*

(Effective March 1, 2024³)

DAILY POOL ADMISSION FEES	
ERB & MEAD POOLS	
OPEN SWIM – 3 & UNDER	FREE
OPEN SWIM – YOUTH	\$4.00
OPEN SWIM – ADULT	\$5.00
OPEN SWIM – SENIOR	\$4.00
NON-SWIMMING CARE GIVERS	\$2.00
GROUP RATE- WITH PRE-REGISTRATION	\$3.00
TWILIGHT/ <u>TOT SWIM</u> -RATE	50% discount

PUNCH CARD FEES	
ERB & MEAD POOLS	
YOUTH	\$40.00
ADULT	\$50.00
SENIOR	\$40.00

SUMMER SWIM PASS	RESIDENT ANNUAL	RESIDENT DISCOUNT	NON- RESIDENT ANNUAL
YOUTH PASS	\$ 6055.00	\$ 450.00	\$ 850.00
ADULT PASS	\$ 95.00	\$ 75.00	\$ 130.00
SENIOR PASS	\$ 75.00	\$ 60.00	\$ 100.00
FAMILY OF 2 PASS	\$ 115.00	\$ 95.00	\$ 155.00
FAMILY OF 3 PASS	\$ 135.00	\$ 110.00	\$ 180.00
FAMILY OF 4 PASS	\$ 155.00	\$ 125.00	\$ 205.00
FAMILY OF 5 PASS	\$ 170.00	\$ 135.00	\$ 225.00
FAMILY OF 6 & UP PASS	\$ 180.00	\$ 145.00	\$ 240.00
REPLACEMENT (per pass)	\$5.00	\$5.00	\$5.00

*If applicable, all fees include sales tax



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

**PARKS, RECREATION & FACILITIES
MANAGEMENT**

Niki Wendt, Recreation Manager

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

TO: Parks & Recreation Committee

FROM: Niki Wendt, Recreation Manager

DATE: February 12, 2024

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

The Parks, Recreation, and Facilities Management Department along with the City's Legal Services Office has reviewed the Aquatic Program Fees and Charges Policy. Changes include consistency in language from other similar policies along with some updates to wording. Major changes include:

- Removal of the family punchcard being offered to all fee waiver applicants.
- In exchange for the family punchcard we are now offering youth to receive a summer pool pass as part of their fee waiver stipend. (They will still have the option to sign up for a swim lesson, complete the lesson, and receive a pool pass.)
- The amount of the fee waiver stipend has been \$75 for a calendar year. We are proposing this increase to \$100 based on fee increases we have implemented over the past few years.

Our department requests approval of the updates which will go into effect March 1, 2024.

Please contact me at 832-3925 or niki.wendt@appleton.org with any questions.

CITY OF APPLETON POLICY		TITLE: RECREATION PROGRAM FEE WAIVER POLICY	
ISSUE DATE: Day of Council Adoption: May 7, 2003		LAST UPDATE: April 2006 January 2007 December 2018	
POLICY SOURCE: Parks, Recreation, and Facilities Management Department		SECTION: Parks and Recreation	
Reviewed by Attorney's Office Date: February 7, 2024		TOTAL PAGES: 3	
Parks and Recreation Committee Approval Date:		Council Approval Date:	

I. PURPOSE

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

II. POLICY

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

III. DISCUSSION

The City of Appleton wants to ensure that all its youth have access to the benefits of recreational programs and activities, regardless of household income. To ensure accessibility, the City allows fee waivers for instructional programs, sports leagues, swim lessons, and/or to obtain a youth summer pool pass.

IV. DEFINITIONS

- Adult – a resident aged 18 and older.
- Family – youth and adults residing at the same address where the adult(s) are the legal guardians.
- Summer Pool Pass – a pass authorizing admission at City of Appleton pools with an unlimited amount of admissions throughout the summer pool season.
- Resident – a person who resides within the corporate city limits of the City of Appleton.
- Youth – a resident aged 17 or under.

V. PROCEDURE

A. Eligible Activities

1. Fee waivers stipends are applicable to all Appleton Parks and Recreation youth programs such as instructional programs, sport leagues, swim lessons, and/or to obtain a youth summer pool pass.
 - a. There are two ways to obtain a youth summer pool pass:
 - i. Approved applicants may choose to use their stipend toward a youth summer pool pass. The \$5.00 copay will be required.
 - ii. Approved applicants who have registered for a swim lesson program, attend at least 70% of the classes, and present the swim test card to the Parks and Recreation Customer Service Center may receive a youth summer pool pass. One parent or guardian may also receive an annual pool pass at that time.
2. Fee waivers are not available for youth participation in trips, for dance costumes, private swim lessons, or for programs offered through a partnership with another agency.

B. Eligibility

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

C. Fee Waiver Limits

1. The maximum fee waiver per youth is \$100.00 per calendar year.
2. An applicant who is granted a fee waiver will be required to pay a \$5.00 copay toward the registration fee and/or youth summer pool pass.

D. Residency Verification –A current driver’s license, utility bill, apartment lease or tax bill may be used by the parent or legal guardian of the applicant to verify residency.

E. Application

1. A Fee Waiver Application Form, available at Parks and Recreation Customer Service Center, must be completed for each fee waiver request, and must be signed by an adult member of the household. Requests may not be accepted for program registrations that have previously been processed. Requests will be confidentially reviewed by the Recreation Manager or designee. Requests may take up to two weeks for processing.
2. If a request is denied, or if the applicant knows they do not meet the eligibility requirements, a hardship exception may be requested by completing the Hardship Exception portion of the fee waiver application available at the Parks and Recreation Customer Service Center. The hardship request will be confidentially reviewed by the Recreation Manager or designee. Hardship requests may take up to two weeks for processing.

CITY OF APPLETON POLICY		TITLE: RECREATION PROGRAM FEE WAIVER POLICY	
ISSUE DATE: Day of Council Adoption: May 7, 2003		LAST UPDATE: April 2006 January 2007 December 2018	
POLICY SOURCE: Parks, Recreation, and Facilities Management Department		SECTION: Parks and Recreation	
Reviewed by Attorney's Office Date: November 26, 2018 February 7, 2024		Parks and Recreation Committee Approval Date: December 10, 2018	
		Council Approval Date: December 19, 2018	
		TOTAL PAGES: 3	

I. PURPOSE

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

II. POLICY

It is the policy of the City of Appleton to waive [or reduce](#) fees for participation in recreation programs offered to youth when appropriate documentation of financial need is provided.

III. DISCUSSION

The City of Appleton wants to ensure that all ~~of~~ its youth have access to the benefits of recreational programs and activities, regardless of household income. -To ensure accessibility, the City allows fee waivers for instructional programs, sports leagues, [swim lessons](#), and [/or to obtain a youth summer pool pass](#). ~~aquatics, and eligible youth's families are offered an annual pool pass or family punchcard for pool admission.~~

IV. DEFINITIONS

- Adult – a resident aged 18 and older.
- Family – youth and adults residing at the same address where the adult(s) are the legal guardians.
- ~~Family punchcard – a card authorizing admission at City of Appleton pools with fifteen (15) allowable admissions for family members for one (1) calendar year.~~

- Summer Pool Pass – a pass authorizing admission at City of Appleton pools with an unlimited amount of admissions ~~for family for one (1) calendar year~~ throughout the summer pool season.
- Resident – a person who resides within the corporate city limits of the City of Appleton.
- Youth – a resident aged 17 or under.

V. PROCEDURE

A. Eligible Activities

1. Fee waivers stipends are applicable available to all City of Appleton Parks and Recreation youth programs such as ~~who wish to participate in~~ instructional programs, sport leagues, swim lessons, and/or to obtain a youth summer pool pass. ~~an annual pool pass or family punchcard for pool admission.~~

- a. ~~a.~~ There are two ways to obtain a youth summer pool pass:
 - i. Approved applicants may choose to use their stipend toward a youth summer pool pass. The \$5.00 copay will be required.
 - ii. To be eligible for a pool pass, the ~~Approved~~ applicants youth must who have registered for a swim lesson program, attend at least 70% of the classes, and present the swim test card to the Parks and Recreation Customer Service Center may receive a youth summer pool pass. City Hall 1st Floor Customer Service Center. One parent or guardian may also receive an annual pool pass at that time.

- b. ~~All approved fee waiver applicants will have the ability to receive one family punchcard good for fifteen (15) pool admissions for a family (limit one per family) during the calendar year.~~

- c. ~~The Aquatic Fee Policy shall identify the distribution and administration of pool passes and punchcards.~~

2. Fee waivers are not available for youth participation in ~~playground~~ trips, for dance costumes, private swim lessons, or for programs offered through a partnership with another agency.

B. Eligibility

1. Fee waivers are available to City of Appleton youth residents only.
2. Residents may apply for the fee waiver by completing the fee waiver application form signed by an adult member of the household. Fee waivers

will be granted based on the youth's family income status.- Income status will be determined based on the Appleton Area School District National Lunch Program income scale. Applicants who meet the income guidelines for the free or reduced lunch program shall be deemed eligible for a fee waiver. -Applicants must submit a copy of the letter from their school district stating ~~that~~ their child(ren) qualifies for the free or reduced lunch program along with the signed fee waiver application.

3. Applicants who do not have students in the Appleton Area School District must submit an acceptable household income statement. Household income statements must include a copy of one of the following: the applicant's most recent Internal Revenue Service Form 1040, last two ~~pay check~~ ~~paycheck~~ statements, or Notice of Decision from Social Services showing current food stamp and AFDC qualifications.

C. Fee Waiver Limits

1. The maximum fee waiver per youth is ~~\$75~~ ~~100~~.00 per calendar year. ~~Fee waivers for family punchcards do not count toward the fee waiver limit.~~
2. An applicant who is granted a fee waiver will be required to pay ~~a~~ \$5.00 ~~copy~~ toward the registration fee ~~and/or youth summer pool pass~~. ~~The \$5.00 fee is not required for pool passes or a family punchcard.~~

D. Residency Verification ~~—~~A current driver's license, utility bill, apartment lease or tax bill may be used by the parent or legal guardian of the applicant to verify residency.

E. Application

1. A Fee Waiver Application Form, available at ~~Parks and Recreation the City Hall 1st Floor~~ Customer Service Center, must be completed for each fee waiver request, and must be signed by an adult member of the household. Requests ~~may~~ ~~will~~ not be accepted for program registrations that have previously been processed. -Requests will be confidentially reviewed by the Recreation Manager or designee. Requests may take up to two weeks for processing.
2. If a request is denied, or if the applicant knows they do not meet the eligibility requirements, a hardship exception may be requested by completing the Hardship Exception portion of the fee waiver application available at the ~~City Hall 1st Floor~~ ~~Parks and Recreation~~ Customer Service Center. -The hardship request will be confidentially reviewed by the Recreation Manager or designee. -Hardship requests may take up to two weeks for processing.



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

**PARKS, RECREATION & FACILITIES
MANAGEMENT**

Niki Wendt, Recreation Manager

1819 East Witzke Boulevard

Appleton, Wisconsin 54911-8401

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

Email – niki.wendt@appleton.org

TO: Parks and Recreation Committee

FROM: Niki Wendt

DATE: February 12, 2024

RE: Action: Request Approval of Pool Rental, Reservation, and General Use Policy

The Parks, Recreation, and Facilities Management Department along with the City’s Legal Services Office has reviewed the Pool Rental, Reservation, and General Use Policy. In addition to some of the verbiage and consistency in wording throughout the policy being addressed the following changes are reflected:

- If projected attendance for a private rental is over 236 people, an additional lifeguard would need to be scheduled with an additional fee to reflect staffing protocols.
- A party package rental option for twilight open swim was added (this will be available only on weeknights based on availability). The fee would be 50% of the rate for party package rentals during open swim.
- Regulations were outlined for outside food and beverage allowed during private and party package rentals.
- Rule clarifications to reflect those posted at pools and on our website.

Our department requests approval of the updates which will go into effect March 1, 2024.

Please contact me at 832-5572 or at niki.wendt@appleton.org with any questions.

CITY OF APPLETON POLICY		TITLE: POOL RENTAL, RESERVATION AND GENERAL USE POLICY
ISSUE DATE: Day of Council Adoption	LAST UPDATE: February 2024	TEXT NAME: J:\Recreation\Administration\ Policies\Aquatic Policies
POLICY SOURCE: Appleton Parks, Recreation & Facilities Management Department	AUDIENCE: The Public and Employees	TOTAL PAGES: 6
Reviewed by Attorney’s Office Date: January 30, 2024	Parks and Recreation Committee Approval Date:	Council Approval Date:

I. PURPOSE

To provide a policy to equitably regulate space and administer user fees of pool facilities to public, private, and/or community events users.

II. POLICY

It is the policy of the City of Appleton to allow for the City’s pool facilities to be rented pursuant to the terms of this policy.

III. DISCUSSION

The City of Appleton allows the City owned pool facilities to be rented for events, including, but not limited to birthday parties, social gatherings, and sporting events. All renters must agree to abide by this policy, to pay the required fee, and to indemnify the City.

IV. PROCEDURE

A. Management of Facilities

1. Erb and Mead Pools shall be managed and maintained by the Appleton Parks, Recreation, and Facilities Management Department (“PRFMD”) for the benefit of the citizens of Appleton and the general public. Use shall be governed by the health and safety codes and statutes of the State of Wisconsin.
2. North, West, and East High School pools shall be managed in accordance with the agreement executed for the transfer of Badger Pool (Attachment A) between the City of Appleton and the Appleton Area School District (“AASD”).

3. Use of all three high school pools for PRFMD aquatic programs shall be coordinated through the AASD.
4. Scheduling priorities for City owned pool facilities shall be as follows:
 - a. All PRFMD programs will be the first programs scheduled.
 - b. Private and/or non-profit groups or organizations will be the last priority in scheduling.
5. PRFMD reserves the right to deny programs and/or special events which conflict with existing programs, use of the facilities for an event that the facilities were not intended, or which would cause undue hardship on the facility and/or surrounding area.
6. PRFMD reserves the right to schedule maintenance as needed at all facilities.

B. Use of Facilities

1. Pool facilities shall be used for the purpose of providing activities including, but not limited to: Instructional programs involving water, open swim (water play), lap swim, water walking, water exercise, competitive swim, and community special events.
2. Use of pool facilities by private individuals or organizations for financial gain must be approved by the Common Council, by way of the Parks and Recreation Committee.
3. Organizations and/or groups (i.e., swim teams) shall not use pool facilities during open and/or lap swim, except by written permission by the PRFMD Director or designee. Organizations and/or groups using the pool facilities during public swim hours shall not compromise the use of the facility by the general public.
4. Organizations and/or groups shall be responsible for the clean-up of pool facilities after use and shall also be responsible for putting away any personal or City-owned equipment. Organizations shall adhere to the "Pool Rental Decorating Information and Closing Checklist" found in section G.
5. Swimming shall be the priority activity in the two lap lanes at Mead Pool. Both lap lanes will be cleared for lap swimming only when three or more swimmers wish to swim at one time. These two lap lanes will be available to swimmers at all times when lap swimmers are not present. (Resolution #63-R-02, October 2, 2002)

C. Rental of Pool Facilities

1. Erb and Mead Pools may be rented for private use at the current rates. Rental rates shall be charged according to the current Fees and Charges For Aquatic Programs Policy. Fees are to be charged at the set hourly rates for rental of the facility, including the actual hourly rate for the manager and lifeguards, plus the actual hourly rate for special services and additional maintenance.

2. Rental length is two hours. The time of rental must be within the hours listed on Appleton Parks and Recreation web site. Rental requests for hours outside these times require approval from the PRFMD Director or their designee.
3. The rental of any pool facility includes use of the lobby, locker rooms, pool, and all pool amenities. The facility fee includes the scheduling of a pool manager, who opens the facility and remains at the site for the duration of the rental, and all necessary lifeguards for the event which is determined by the Agriculture, Trade and Consumer Protection (ATCP) 76.23. If projected attendance is over 236 people, an additional lifeguard will be scheduled with an additional fee.
4. Erb and Mead Pool's "Party Package" includes use of the shade pavilion or multi-purpose room (Erb), ten youth swim admissions, and two adult admissions. The Twilight Package takes place during evening open swim time on limited weekdays. Hours for a Party Package will be included on the Appleton Parks and Recreation website.
5. For private rentals, food carry-ins are allowed. For party packages, only cake/desserts, snack items, and water are allowed. All food carry-ins must be consumed in the designated areas determined by the PRFMD's Recreation Supervisor or Pool Managers. No carry-in items can be brought or served in glass containers. There is no refrigerator or freezer for renter use.
6. The sale of food and/or merchandise during a pool rental is prohibited unless permission is received from the Common Council by way of the Parks and Recreation Committee. No concession permits will be issued that conflict with existing concession agreements or other park uses.
7. Alcoholic beverages are not allowed in any pool facilities.
8. Only Coast Guard approved floatation devices are allowed during rentals.
9. The use of amplified sound must be requested at the time of reservation and approved by the PRFMD Director or their designee. Amplified sound is allowed between the hours of 7:00 a.m. - 9:00 p.m. It is the responsibility of the renter to keep the amplified sound at levels that meet the Municipal Code (Chapter 12, Article IV).
10. Swim teams renting the pool for swim practices may provide their own State of Wisconsin approved certified lifeguards. The guards must be pre-approved by the Director or designee of PRFMD. A certificate of insurance naming the City of Appleton as additional insured must be provided by the renter when providing their own lifeguards.
11. The renter must be present during the entire rental and agrees to replace or pay for the repair/replacement of any items damaged by persons in their party. The renter also

agrees to pay for additional maintenance costs associated with more than normal facility maintenance caused by the rental party.

12. The City reserves the right to request a certificate of insurance from the renter of the pool facility.
13. The renter of the pool facility must agree to indemnify, defend, and hold harmless the City of Appleton, and its employees, officials, and agents from any and all liability from claims of bodily injury, property damage, or any other nature whatsoever arising out of the use of the pool facility.

D. Facility Reservation, Payment of Rental Fees, and Refunds

1. The individual renting Erb or Mead Pool must be at least 18 years of age. Reservations for the rental of Erb and/or Mead Pool can be made starting January 1 of the rental year .
2. Applications for facility reservations must be made within the deadlines listed on the current year's Facility Reservation Agreement-Pools.
3. Fees must be paid in full five (5) business days from the date the reservation was made.
4. A refund of the rental fee for a rental cancellation 30 days prior to the date of the rental will be issued with a \$10.00 processing fee

In case of cancellation of the rental by the PRFMD due to severe inclement weather, mechanical problems, water contamination prior to the event, etc., PRFMD will attempt to reschedule the rental or issue a full refund.

Refunds will not be given for rentals cancelled by the renter within 30 days of the rental.

E. Payment Considerations

1. Failure of the renting party to comply with the rental policy will void the rental agreement and result in the loss of all fees and may result in the renting party being charged back for all services associated with the rental.

F. Miscellaneous Provisions

1. Additional charges will be assessed to the renting party for any damage or cleaning required after the reservation. These charges will be assessed based on the City's regular time and material rates.
2. A violation of this policy or the terms of use attached to the reservation form may result in denial of future reservation requests.
3. No additions, alterations, or changes to park grounds or pool facility are allowed at any time except with the prior written approval by the PRFMD Director or their designee.

2. There is one rental per facility allowed at any given time.

G. Pool Rental Decorating Information and Closing Checklist

1. No signs are to be posted at any of the driveways, roads, or entrances to the pools or parks.
2. No wires, ropes, string, cords, ribbons, signs, or poles may be strung from any part of the pool reservation areas.
3. No staples, duct tape, nails, tacks, or screws may be used on any walls within the pool reservation areas.
4. Tables, chairs, and other furniture from the pool reservation areas may not be moved outside of the designated reservation space for any reason.
5. Renters will wipe down tables, counter tops, and chair seats with a wet washcloth and disinfectant at the conclusion of the rental (*supplies will be provided*).
6. Renters will spot mop any spills on flooring material.
7. Renters will remove all food, decorations, and other items at the conclusion of the rental.
8. Swim equipment (i.e. lane lines, timing devices, etc.) shall be stored in designated areas approved by the PRFMD Director or their designee.

RENTAL FEES

	RENTAL FEE – WITH LIFEGUARDS (per hour)
POOL FACILITY/SERVICE	Effective: March 1, 2024
ERB POOL 50 METER <i>(includes use of slides)</i>	*\$175
ERB POOL LEISURE POOL <i>(includes use of slides)</i>	*200
ERB POOL SHADE PAVILION PARTY PACKAGE	\$135 FOR 3 HOURS
ERB POOL MULTI PURPOSE ROOM PARTY PACKAGE	\$150 FOR 3 HOURS
ERB POOL SHADE PAVILION PARTY PACKAGE TWILIGHT SESSION	\$67.50 FOR 1.5 HOURS
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MEAD POOL	*\$225
MEAD POOL PARTY PACKAGE	\$135 FOR 3 HOURS
MEAD POOL PARTY PACKAGE TWILIGHT SESSION	\$67.50 FOR 1.5 HOURS
SPECIAL SERVICES	Actual Cost +15%

NOTE: These rental fees do not include special events (i.e. swim meets). Separate agreements will be developed for all special events taking place at City of Appleton pools.

**When patron load is expected to exceed 236 patrons, one lifeguard shall be provided for each additional 100 patrons at the cost of \$25.00 per hour*

POOL FACILITY/SERVICE	RENTAL FEE (per hour)
SWIM PRACTICE FEES	Effective: January 1, 2023
ERB POOL 50 METER	*\$75.00 without lifeguards
ERB POOL 50 METER	\$100.00 with lifeguards
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**See Section C: Rental of Pool Facilities #12*

CITY OF APPLETON POLICY		TITLE: POOL RENTAL, RESERVATION AND GENERAL USE POLICY
ISSUE DATE: Day of Council Adoption	LAST UPDATE: December 2023 <u>February January</u> <u>2024</u>	TEXT NAME: J:\Recreation\Administration\ Policies\Aquatic Policies
POLICY SOURCE: Appleton Parks, Recreation & Facilities Management Department	AUDIENCE: The Public and Employees	TOTAL PAGES: 6
Reviewed by Attorney’s Office Date: December 5, 2022 <u>January 30,</u> <u>2024</u>	Parks and Recreation Committee Approval Date: December 12, <u>2022</u>	Council Approval Date: December 21, 2022

I. PURPOSE

To provide a policy to equitably regulate space and administer user fees of pool facilities to public, private, and/or community events users.

II. POLICY

It is the policy of the City of Appleton to allow for the City’s pool facilities to be rented pursuant to the terms of this policy.

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2. North, West, and East High School pools shall be managed in accordance with the agreement executed for the transfer of Badger Pool (Attachment A) between the City of

Appleton and the Appleton Area School District (“AASD”).

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3. The rental of any pool facility includes use of the lobby, locker rooms, pool, and all pool amenities. The facility fee includes the scheduling of a pool manager, who opens the facility and remains at the site for the duration of the rental, and all necessary lifeguards for the event which is determined by the Agriculture, Trade and Consumer Protection (ATCP) 76.23. [If projected attendance is over 236 people, an additional lifeguard will have to be scheduled with an additional fee.](#)
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~~For private rentals, food carry-ins are allowed. For party packages, only cake/desserts, snack items, and water are allowed.~~
- ~~5.6.~~ The sale of food and/or merchandise during a pool rental is prohibited unless permission is received from the Common Council by way of the Parks and Recreation Committee. No concession permits will be issued that conflict with existing concession agreements or other park uses.
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- ~~6.8.~~ [Only Coast Guard approved floatation devices are allowed during rentals.](#)
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~~8.10.~~ Swim teams renting the pool for swim practices may provide their own State of Wisconsin approved certified lifeguards. The guards must be pre-approved by the Director or designee of PRFMD. A certificate of insurance naming the City of Appleton as additional insured must be provided by the renter when providing their own lifeguards.

~~9.11.~~ The renter must be present during the entire rental and agrees to replace or pay for the repair/replacement of any items damaged by persons in their party. The renter also agrees to pay for additional maintenance costs associated with more than normal facility maintenance caused by the rental party.

~~10.12.~~ The City reserves the right to request a certificate of insurance from the renter of the pool facility.

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D. Facility Reservation, ~~and~~ Payment of Rental Fees, and Refunds

1. The individual renting Erb or Mead Pool must be at least 18 years of age. Reservations for the rental of Erb and/or Mead Pool can be made starting January 1 of the rental year ~~of rental~~.

2. Applications for facility reservations must be made within the deadlines listed on the current year's Facility Reservation Agreement-Pools. ~~at least:~~

- ~~Private rentals: 14 days prior to the reservation date requested.~~

- ~~Party Package: five (5) business days prior to the reservation date requested.~~

~~Applications not made before this time period will be charged an additional \$25.00 for the reservation or may be denied.~~

3. Fees must be paid in full five (5) business days from the date the reservation was made.

4. A ~~full~~ refund of the rental fee for a rental cancellation ~~of a reservation~~ 30 days prior to the date of the rental will be issued with a \$10.00 processing fee charge ~~will be assessed to all refunds.~~

In case of cancellation of the rental by the PRFMD due to severe inclement weather, mechanical problems, water contamination prior to the event, etc., PRFMD will attempt to reschedule the rental or issue a full refund.

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4. Tables, chairs, and other furniture from the pool reservation areas may not be moved [outside of the designated reservation space](#) for any reason~~outside of the designated reservation space~~.
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6. Renters will spot mop any spills on flooring material.
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	RENTAL FEE – WITH LIFEGUARDS (per hour)
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SPECIAL SERVICES	Actual Cost +15%

NOTE: These rental fees do not include special events (i.e. swim meets). Separate agreements will be developed for all special events taking place at City of Appleton pools.

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**See Section C: Rental of Pool Facilities #12*



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

**PARKS, RECREATION & FACILITIES
MANAGEMENT**

Dean R. Gazza, Director

1819 East Witzke Boulevard
Appleton, Wisconsin 54911-8401
(920) 832-5572 FAX (920) 993-3103
Email - dean.gazza@appleton.org

TO: Finance Committee

FROM: Dean R. Gazza

DATE: 2/12/2024

RE: Action: Award the "2024 Peabody Park Trail Project" to MCC, Inc. in the amount of \$106,661.70 with a contingency of \$20,000 for a total not to exceed \$126,661.70.

The 2024 Capital Improvement Plan includes \$400,000 for hardscape improvements which includes the repaving of the Peabody Park Trail.

The bids were received as follows:

MCC, Inc	\$106,661.70
Northeast Asphalt	\$117,440.00
Parking Lot Maintenance	\$141,355.00
Vinton Construction	\$142,256.00

RECOMMENDATION:

Our consulting engineer has recommended the City of Appleton award the contract to MCC, Inc. Therefore, the Parks, Recreation, and Facilities Management Department recommends awarding the contract to MCC, Inc. in the amount of \$106,661.70 with a contingency of \$20,000 to be used only as needed.

Please feel free to contact me at 832-5572 with any questions, or by email at dean.gazza@appleton.org.



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

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

To: Chairperson Brad Firkus and Members of the Finance Committee

From: Utilities Interim Director, Chris Stempa

Date: January 31, 2024

Re: Finance Committee Action: Award "AWWTP Sludge Piping and Digester Heat Exchanger Replacement" Base Bid with Alternate Bid to Rohde Brothers Inc. in the amount of \$1,612,000 with 15% contingency of \$241,800 for a project total not to exceed \$1,853,800

BACKGROUND

The Appleton Wastewater Treatment Plant (AWWTP) operates two 2.2-million-gallon primary anaerobic digesters which biologically convert organic materials in sludges to methane and carbon dioxide. The micro life within the egg-shaped vessels feed on the organic materials in the absence of oxygen and effectively reduce and stabilize the volatile solids fraction by greater than 38% (required by Wisconsin Pollutant Discharge Elimination System Permit). This stabilization process not only reduces odor potential of biosolids but pathogen causing organisms. To facilitate the necessary environment for this micro life to grow and thrive, the digester contents are maintained at 95°F (mesophilic). A preliminary tube-in-shell heat exchanger (HEX) located in MK Tunnel is used to pre-heat comingled primary sludge, thickened waste activated sludge, receiving station waste, and grease scum which is conveyed from the raw sludge blending tank. Each digester is equipped with a HEX system and recirculation pump which is used to maintain the 95°F (+/- 1°F) temperature setpoint.

After 30 years of use, there is evidence of piping erosion and corrosion within the HEXs, sludge recirculation piping, and isolation valves. It should be noted that this is an area of treatment where complete redundancy is not available. The anaerobic digestion process would need to be removed from service if a catastrophic failure were to occur with one of the primary HEXs or associated recirculation piping. The consequence of a shutdown would be the loss of waste and revenue from the Hauled Waste Program which exceeds \$3 million annually. This project scope will also include the replacement of remaining ductile iron sludge pipe in MK-Tunnel where similar impacts from corrosion have occurred. The new specified replacement pipe will have a corrosion resistant interior coating to match was utilized in pipe replaced as part of the 2019 AWWTP Improvements Project.

BIDS:

On January 10, 2024, bids were received via QuestCDN.com for the above referenced project. Four (4) bids were received, ranging in price from \$1,612,000 to \$2,125,000 (bid tabulation enclosed). The Alternate Bid includes all labor, materials, and equipment necessary to complete upgrades to the existing Blended Sludge which include the following:

1. Replacement of existing aluminum cladding with finished metal wall panels.
2. New thermoplastic polyolefin roof.
3. The addition of an exterior access ladder and fall protection railing system.

McMahon Associates, Inc reviewed the bids to verify conformance with the bid specifications. Based upon the bids received, it was recommended that the contract be awarded to the least cost bidder, Rohde Brothers, Inc., in the amount of \$1,612,000. The Award is for the Base Bid and Alternate Bid combined.

RECOMMENDATION:

I am recommending award of the AWWTP Sludge Piping and Digester Heat Exchanger Replacement Base Bid with Alternate Bid to Rohde Brothers Inc. in the amount of \$1,612,000 with 15% contingency of \$241,800 for a project total not to exceed \$1,853,800.

Please contact me at 920-832-5945 if you have any questions or require additional information regarding this project.

BID TABULATION

Owner:	City of Appleton Department of Utilities
Project Name:	WWTF Sludge Piping & Digester Heat Exchangers
Contract No.	A0005-09-22-00259
Bid Date:	January 10, 2024
Bid Time:	Received until 1:45 p.m., Opened at 2:00 p.m.
Project Manager:	Chad T. Olsen, P.E.

Contract No. A0005-09-22-00259	ROHDE BROTHERS, INC. W5745 Woodchuck Lane Plymouth, WI 53073	AUGUST WINTER & SONS, INC. 2323 North Roemer Road PO Box 1896 Appleton, WI 54912-1896
BASE BID (Lump Sum)	\$1,487,000.00	\$1,646,000.00
ALTERNATE BID (Lump Sum)	\$125,000.00	\$82,985.00
BASE & ALTERNATE BID (Lump Sum)	\$1,612,000.00	\$1,728,985.00
Bid Security - 5%	Yes	Yes
Addenda - #1, #2, #3 & #4	Yes	Yes

Contract No. A0005-09-22-00259	STAAB CONSTRUCTION CORP. 1800 Laemle Avenue Marshfield, WI 54449	GREAT LAKES MECHANICAL, INC. N962 Tower View Drive Greenville, WI 54942
BASE BID (Lump Sum)	\$2,037,000.00	\$1,797,000.00
ALTERNATE BID (Lump Sum)	\$88,000.00	\$74,000.00
BASE & ALTERNATE BID (Lump Sum)	\$2,125,000.00	\$1,871,000.00
Bid Security - 5%	Yes	Yes
Addenda - #1, #2, #3 & #4	Yes	Yes

2023 PERSONAL PROPERTY 74.33 REVIEW FORM

2023 Property Taxes

PP KEY #	31-5-99-3552-10	
PP ASMT	\$137,100 Orig	\$7,600 Amended
PP TAX	\$2,227.93	\$123.50
	Difference of \$2,104.43	

Business Name: Madra's Café
Owner's Name: Srinivasan Aravamudan & Rama Srinivasan
Business Address: 819 W Wisconsin Ave
Owner's Address: 819 W Wisconsin Ave
Appleton WI 54914

Date and Type of Contact: January 10, 2024 - Email
(Telephone call, written notice, return tax bill, in person)

Explain circumstances of claim as submitted by person receiving tax bil and attachments:

The business owner inadvertently reported his purchase price of the Real Estate, as well as, an asset that is actually Exempt Machinery under Wisconsin Statute 70.111(27).

Was a Personal Property form signed and filed? If yes, Date: Yes - March 1, 2023
Signature: Srinivasan Aravamudan - Owner

Was this a dooamage assessment? If yes, date of notice: No

Is this assessment defensible in Small Claims Court? If Yes, why? If No, why not?
No - The assessment included the Real Estate purchase price and Machinery that is exempt under Wisconsin Statute 70.111(27).

Circle the Basis for Rescinding or Refunding (Wisc.Stats. 74.33(1)):

- a. A clerical error has been made in the description of the property or in the computation of the tax.
- b. The assessment included real property improvements which did not exist on the assessment date.
- c. The property is exempt by law from taxation.
- d. The property is not located in the taxation district for which the tax roll was prepared.
- e. A double asesment has been made.
- f. An arithmetic, transpositional or similar error has occurred.

ACTION SUGGESTED:

- 1. Assessment is valid. Enforce Collection.
- 2. Recommend to Finance Committee that the tax bill be cancelled.
- 3. Other: Recommend to Finance Committee a partial tax bill reimbursement of \$2,104.43

DATE: 2/6/24 Assessor Signature: Matthew Tooke

2023 PERSONAL PROPERTY 74.33 REVIEW FORM

2023 Property Taxes

PP KEY #	31-1-99-2654-00	
PP ASMT	\$52,700 Orig	\$6,800 Amended
PP TAX	\$856.38	\$110.50
	Difference of \$745.88	

Business Name: Timothy J Vosters DDS
Owner's Name: Timothy J Vosters
Business Address: 2214 E Evergreen Dr
Owner's Address: 2214 E Evergreen Dr
Appleton WI 54913

Date and Type of Contact: 12/19/2023 - Telephone Call
(Telephone call, written notice, return tax bill, in person)

Explain circumstances of claim as submitted by person receiving tax bil and attachments:

The business owner's preparer inadvertently reported assets that are actually Exempt Machinery under Wisconsin Statute 70.111(27).

Was a Personal Property form signed and filed? If yes, Date: Yes - February 2, 2023
Signature: Timothy J Vosters - Owner & Scott VandenHeuvel - Preparer

Was this a doamage assessment? If yes, date of notice: No

Is this assessment defensible in Small Claims Court? If Yes, why? If No, why not?
No - Machinery is exempt under Wisconsin Statute 70.111(27).

Circle the Basis for Rescinding or Refunding (Wisc.Stats. 74.33(1)):

- a. A clerical error has been made in the description of the property or in the computation of the tax.
- b. The assessment included real property improvements which did not exist on the assessment date.
- c. The property is exempt by law from taxation.**
- d. The property is not located in the taxation district for which the tax roll was prepared.
- e. A double asesment has been made.
- f. An arithmetic, transpositional or similar error has occurred.

ACTION SUGGESTED:

- 1. Assessment is valid. Enforce Collection.
- 2. Recommend to Finance Committee that the tax bill be cancelled.
- 3. Other: Recommend to Finance Committee a partial tax bill reimbursement of \$745.88

DATE: 2/6/24

Assessor Signature: Matthew Tooke

2023 PERSONAL PROPERTY 74.33 REVIEW FORM

2023 Property Taxes

PP KEY #	31-6-99-2024-95
PP ASMT	\$3,500
PP TAX	\$56.88

Business Name: Compass Two LLC
Owner's Name: _____
Business Address: 2626 N Oneida St
Owner's Address: PO Box 30188
Charlotte NC 28230

Date and Type of Contact: January 9, 2024 - Email
(Telephone call, written notice, return tax bill, in person)

Explain circumstances of claim as submitted by person receiving tax bil and attachments:

A 2023 assessment was inadvertently placed on this account.
On January 9, 2024, an Advanced Analyst with Ernst & Young emailed our office stating that they had filed a zero return for this account in 2023, as there were no assets at this location effective January 1, 2023.

Was a Personal Property form signed and filed? If yes, Date: Yes - March 3, 2023
Signature: Danielle Justus - Preparer with Ernst & Young

Was this a dooamage assessment? If yes, date of notice: No

Is this assessment defensible in Small Claims Court? If Yes, why? If No, why not?
No - There were no assets at this location effective January 1, 2023.

Circle the Basis for Rescinding or Refunding (Wisc.Stats. 74.33(1)):

- a. A clerical error has been made in the description of the property or in the computation of the tax.
- b. The assessment included real property improvements which did not exist on the assessment date.
- c. The property is exempt by law from taxation.
- d. The property is not located in the taxation district for which the tax roll was prepared.
- e. A double asesment has been made.
- f. An arithmetic, transpositional or similar error has occurred.

ACTION SUGGESTED:

- 1. Assessment is valid. Enforce Collection.
- 2. Recommend to Finance Committee that the tax bill of \$56.88 be cancelled.
- 3. Other: _____

DATE: 2/6/24

Assessor Signature: Matthew Tooker

REPORT OF THE FINANCE COMMITTEE

PROJECT LIMITS:

1-P-24

CONCRETE PAVEMENT, SIDEWALK CONSTRUCTION AND DRIVEWAY APRONS

- Amethyst Dr (Bluetopaz Dr to Aquamarine Dr)
- Clearfield Ct (cul-de-sac only)

In accordance with the preliminary resolution of the Common Council dated March 6, 2024, we herewith submit our report on the assessment of benefits on the above named construction.

This report consists of the following:

Schedule A - Preliminary plans and specifications on file in the office of the Director of Public Works.

Schedule B - The total cost within the project limits in accordance with the plans and specifications in Schedule A is **\$4,030,000**.

Schedule C - Proposed Assessments. The properties included within the project limits are benefited and the work or improvements constitute an exercise of the police power. The total value of assessments is **\$235,648**.

Finance Committee

REPORT OF THE FINANCE COMMITTEE

PROJECT LIMITS:

2-P-24

SANITARY LATERALS, STORM LATERALS AND STORM MAIN

- Perkins St (Prospect to n/o Charles St)
- Morrison St (Wisconsin Ave to Pershing St)

In accordance with the preliminary resolution of the Common Council dated March 6, 2024, we herewith submit our report on the assessment of benefits on the above named construction.

This report consists of the following:

Schedule A - Preliminary plans and specifications on file in the office of the Director of Public Works.

Schedule B - The total cost within the project limits in accordance with the plans and specifications in Schedule A is **\$3,200,000.**

Schedule C - Proposed Assessments. The properties included within the project limits are benefited and the work or improvements constitute an exercise of the police power. The total value of assessments is **\$229,702.**

Finance Committee

CITY OF APPLETON
Department of Public Works
MEMORANDUM

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

SUBJECT: Award of Contract

The Department of Public Works recommends that the following described work:
Unit DE-24 Miscellaneous Sidewalk & Concrete Street Excavation Repairs

Be awarded to:

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

In the amount of : _____

With a 0 _____

For a project total not to exceed : _____

**** OR ****

In an amount Not To Exceed : \$901,850.00

Budget: \$901,850.00
Estimate: \$901,850.00
Committee Date: 02/12/24
Council Date: 02/21/24

DE-24 Misc Sidewalk & Concrete Street Excavation Repair (#8901254)

Owner: Appleton WI, City of

Solicitor: Appleton WI, City of

01/29/2024 01:45 PM CST

Section Title	Line Item	Item Description	UofM	Quantity	Al Dix Concrete Inc		Jim Fischer, Inc.		Highway Landscapers, Inc.	
					Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
DE-24 BASE BID						\$988,267.50		\$1,037,316.50		\$1,198,577.50
	1	Furnish & Install 4" Sidewalk	sq ft	20000.000	\$10.10	\$202,000.00	\$10.00	\$200,000.00	\$10.50	\$210,000.00
	2	Furnish & Install 4" Picture Frame Sidewa	sq ft	250	\$13.00	\$3,250.00	\$14.00	\$3,500.00	\$11.00	\$2,750.00
	3	Furnish & Install 5" Sidewalk	sq ft	28000.000	\$9.75	\$273,000.00	\$10.42	\$291,760.00	\$11.50	\$322,000.00
	4	Furnish & Install 5" Driveway Apron / Priv	sq ft	700	\$9.75	\$6,825.00	\$10.42	\$7,294.00	\$11.50	\$8,050.00
	5	Furnish & Install 5" Colored & Stamped Si	sq ft	125	\$30.00	\$3,750.00	\$40.00	\$5,000.00	\$25.00	\$3,125.00
	6	Furnish & Install 7" Sidewalk	sq ft	700	\$10.60	\$7,420.00	\$12.00	\$8,400.00	\$14.00	\$9,800.00
	7	Furnish & Install 7" Driveway Apron / Priv	sq ft	350	\$10.60	\$3,710.00	\$12.00	\$4,200.00	\$14.00	\$4,900.00
	8	Furnish & Install 7" Picture Frame Sidewa	sq ft	175	\$13.50	\$2,362.50	\$15.00	\$2,625.00	\$14.50	\$2,537.50
	9	Furnish & Install 7" Handicap Ramp	sq ft	1000.0000	\$10.60	\$10,600.00	\$12.50	\$12,500.00	\$15.00	\$15,000.00
	10	Furnish & Install Truncated Domes	sq ft	200	\$40.00	\$8,000.00	\$40.00	\$8,000.00	\$55.00	\$11,000.00
	11	Text Imprint (Poem Stamping)	each	25	\$150.00	\$3,750.00	\$200.00	\$5,000.00	\$600.00	\$15,000.00
	12	Furnish & Install 7" Plain Concrete Pavem	sq yds	2000.0000	\$99.00	\$198,000.00	\$100.00	\$200,000.00	\$130.00	\$260,000.00
	13	Furnish & Install 7" Plain Concrete Pavem	sq yds	100	\$101.00	\$10,100.00	\$105.00	\$10,500.00	\$150.00	\$15,000.00
	14	Furnish & Install 8" Plain Concrete Pavem	sq yds	600	\$103.00	\$61,800.00	\$105.00	\$63,000.00	\$140.00	\$84,000.00
	15	Furnish & Install 8" Plain Concrete Pavem	sq yds	100	\$106.00	\$10,600.00	\$107.00	\$10,700.00	\$160.00	\$16,000.00
	16	F&I Rubberized Membrane Water Proofin	sq ft	250	\$2.50	\$625.00	\$10.00	\$2,500.00	\$10.00	\$2,500.00
	17	Remove and Replace 30" Concrete Curb & G	lin.ft.	50	\$75.00	\$3,750.00	\$82.00	\$4,100.00	\$130.00	\$6,500.00
	18	Remove and Replace 18" Curb & Gutter	lin.ft.	50	\$75.00	\$3,750.00	\$74.00	\$3,700.00	\$120.00	\$6,000.00
	19	Remove and Replace Special Curb Head (1	lin.ft.	20	\$40.00	\$800.00	\$40.00	\$800.00	\$110.00	\$2,200.00
	20	Remove and Replace Special Curb Head (1	lin.ft.	20	\$30.00	\$600.00	\$40.00	\$800.00	\$100.00	\$2,000.00
	21	Sawcut Curb Head - Truck mounted saw	lin.ft.	40	\$80.00	\$3,200.00	\$90.00	\$3,600.00	\$75.00	\$3,000.00
	22	Unclassified Excavation	cu.yds.	10	\$20.00	\$200.00	\$20.00	\$200.00	\$50.00	\$500.00
	23	Concrete / Asphalt Pavement Removal	sq yds	3000.0000	\$18.00	\$54,000.00	\$13.50	\$40,500.00	\$5.00	\$15,000.00
	24	Private Concrete/Asphalt Private Drive / A	sq ft	150	\$1.50	\$225.00	\$2.05	\$307.50	\$2.50	\$375.00
	25	Concrete/Asphalt Handicap Removal	sq ft	1200.0000	\$1.50	\$1,800.00	\$2.05	\$2,460.00	\$2.50	\$3,000.00
	26	Concrete/Asphalt Sidewalk Removal	sq ft	48000.0000	\$1.50	\$72,000.00	\$2.05	\$98,400.00	\$2.50	\$120,000.00
	27	Furnish & Install Gravel Fill	tons	50	\$20.00	\$1,000.00	\$25.00	\$1,250.00	\$35.00	\$1,750.00
	28	Furnish & Place Aggregate Slurry	cu.yds.	10	\$125.00	\$1,250.00	\$220.00	\$2,200.00	\$250.00	\$2,500.00
	29	Furnish & Install No 4 Reinforcing Rods	lin.ft.	150	\$3.00	\$450.00	\$3.00	\$450.00	\$4.00	\$600.00
	30	Furnish & Install Dowel Basket Assembly	lin.ft.	48	\$50.00	\$2,400.00	\$40.00	\$1,920.00	\$30.00	\$1,440.00
	31	Furnish & Install 3" Asphalt Pavement/Priv	sq ft	20	\$80.00	\$1,600.00	\$30.00	\$600.00	\$60.00	\$1,200.00
	32	Adjust Sanitary MH Casting	each	2	\$500.00	\$1,000.00	\$600.00	\$1,200.00	\$700.00	\$1,400.00
	33	Adjust Storm MH Casting	each	2	\$500.00	\$1,000.00	\$600.00	\$1,200.00	\$700.00	\$1,400.00
	34	Adjust Inlet Casting	each	2	\$500.00	\$1,000.00	\$600.00	\$1,200.00	\$800.00	\$1,600.00
	35	Furnish & Install Storm MH Casting	ea.	2	\$500.00	\$1,000.00	\$1,500.00	\$3,000.00	\$1,200.00	\$2,400.00
	36	Furnish & Install "C" Inlet Casting	ea.	2	\$800.00	\$1,600.00	\$1,500.00	\$3,000.00	\$1,500.00	\$3,000.00
	37	Furnish & Install "E" Inlet Casting	ea.	2	\$800.00	\$1,600.00	\$1,100.00	\$2,200.00	\$1,500.00	\$3,000.00
	38	Furnish & Install Sanitary MH Casting	ea.	2	\$800.00	\$1,600.00	\$1,100.00	\$2,200.00	\$1,200.00	\$2,400.00
	39	Remove and Replace Inlet including castir	ea.	1	\$3,000.00	\$3,000.00	\$4,000.00	\$4,000.00	\$5,700.00	\$5,700.00
	40	Furnish & Install 10", 12" Inlet Lead	lin.ft.	15	\$100.00	\$1,500.00	\$225.00	\$3,375.00	\$100.00	\$1,500.00
	41	Replace/Repair damaged sump pump line	lin.ft.	15	\$50.00	\$750.00	\$40.00	\$600.00	\$50.00	\$750.00
	42	Furnish & Install & Remove Type D-M Inle	each	5	\$100.00	\$500.00	\$175.00	\$875.00	\$150.00	\$750.00
	43	Furnish & Maintain Traffic Controls for Ar	ea.	3	\$1,100.00	\$3,300.00	\$1,200.00	\$3,600.00	\$1,750.00	\$5,250.00
	44	Furnish & Maintain Traffic Controls for Ar	ea.	3	\$1,500.00	\$4,500.00	\$1,600.00	\$4,800.00	\$1,750.00	\$5,250.00
	45	Furnish & Maintain Traffic Controls for Ar	ea.	3	\$1,800.00	\$5,400.00	\$1,100.00	\$3,300.00	\$1,750.00	\$5,250.00
	46	Furnish Traffic Control for Detour of Arter	ea.	2	\$2,600.00	\$5,200.00	\$2,100.00	\$4,200.00	\$2,100.00	\$4,200.00
	47	Furnish & Maintain Message Board	day	10	\$130.00	\$1,300.00	\$110.00	\$1,100.00	\$350.00	\$3,500.00
	48	Furnish Terrace Restoration	sq.yds.	100	\$12.00	\$1,200.00	\$12.00	\$1,200.00	\$35.00	\$3,500.00
Base Bid Total:						\$988,267.50		\$1,037,316.50		\$1,198,577.50

CITY OF APPLETON
Department of Public Works
MEMORANDUM

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

SUBJECT: Award of Contract

The Department of Public Works recommends that the following described work:
Unit X-24 Water Reconstruction

Be awarded to:

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

In the amount of : \$1,579,000.00
With a 1.2 % contingency of : \$20,000.00
For a project total not to exceed : \$1,599,000.00

**** OR ****

In an amount Not To Exceed : _____

Budget: \$1,599,000.00
Estimate: \$1,580,000.00
Committee Date: 02/12/24
Council Date: 02/21/24

X-24 Water Main Construction (#8866464)

Owner: Appleton WI, City of

Solicitor: Appleton WI, City of

01/29/2024 01:45 PM CST

Section Title	Line Item	Item Description	UoFM	Quantity	Kruczek Construction Inc.		PTS Contractors, Inc		Dorner Inc.		David Tenor Corporation		Jossart Brothers, Inc.		Advance Construction Inc.		Carl Bowers & Sons Const. Co., Inc.	
					Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
X-24 BASE BID						\$1,579,000.00		\$1,586,000.00		\$1,641,604.00		\$1,674,960.00		\$1,711,400.00		\$1,746,016.00		\$1,761,545.00
	1	F&I - 16" Water Main	lin. ft.	5200.0000	\$135.00	\$702,000.00	\$142.00	\$738,400.00	\$147.00	\$764,400.00	\$154.00	\$800,800.00	\$154.00	\$800,800.00	\$159.00	\$826,800.00	\$154.00	\$800,800.00
	2	F&I - 12" Water Main	lin. ft.	125	\$180.00	\$22,500.00	\$195.00	\$24,375.00	\$169.00	\$21,125.00	\$205.00	\$25,625.00	\$160.00	\$20,000.00	\$217.00	\$27,125.00	\$140.00	\$17,500.00
	3	F&I - 8" Water Main	lin. ft.	90	\$195.00	\$17,550.00	\$145.00	\$13,050.00	\$148.00	\$13,320.00	\$145.00	\$13,050.00	\$135.00	\$12,150.00	\$137.00	\$12,330.00	\$140.00	\$12,600.00
	4	F&I - 6" Hydrant Lead	lin. ft.	350	\$69.00	\$24,150.00	\$139.00	\$48,650.00	\$79.00	\$27,650.00	\$100.00	\$35,000.00	\$125.00	\$43,750.00	\$121.00	\$42,350.00	\$140.00	\$49,000.00
	5	F&I - Hydrant	each	12	\$5,750.00	\$69,000.00	\$5,550.00	\$66,600.00	\$6,530.00	\$78,360.00	\$5,900.00	\$70,800.00	\$5,600.00	\$67,200.00	\$6,285.00	\$75,420.00	\$7,000.00	\$84,000.00
	6	F&I - 16" Gate Valve w/ Box	each	17	\$12,700.00	\$215,900.00	\$12,125.00	\$206,125.00	\$13,039.00	\$221,663.00	\$12,080.00	\$205,360.00	\$13,300.00	\$226,100.00	\$11,878.00	\$201,926.00	\$13,000.00	\$221,000.00
	7	F&I - 8" Gate Valve w/ Box	each	1	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,819.00	\$2,819.00	\$2,450.00	\$2,450.00	\$2,750.00	\$2,750.00	\$2,452.00	\$2,452.00	\$3,000.00	\$3,000.00
	8	F&I - 6" Gate Valve w/ Box	each	15	\$1,720.00	\$25,800.00	\$1,750.00	\$26,250.00	\$1,992.00	\$29,880.00	\$1,785.00	\$26,775.00	\$1,900.00	\$28,500.00	\$1,701.00	\$25,515.00	\$2,500.00	\$37,500.00
	9	F&I - 16" Bend	each	10	\$1,720.00	\$17,200.00	\$1,735.00	\$17,350.00	\$1,985.00	\$19,850.00	\$1,740.00	\$17,400.00	\$1,775.00	\$17,750.00	\$1,695.00	\$16,950.00	\$2,500.00	\$25,000.00
	10	F&I - 16"x12" Tee	each	2	\$2,500.00	\$5,000.00	\$2,650.00	\$5,300.00	\$2,908.00	\$5,816.00	\$2,885.00	\$5,770.00	\$2,675.00	\$5,350.00	\$2,472.00	\$4,944.00	\$3,000.00	\$6,000.00
	11	F&I - 16"x8" Tee	each	2	\$2,100.00	\$4,200.00	\$2,150.00	\$4,300.00	\$2,411.00	\$4,822.00	\$2,440.00	\$4,880.00	\$2,200.00	\$4,400.00	\$2,051.00	\$4,102.00	\$2,750.00	\$5,500.00
	12	F&I - 16"x6" Tee	each	15	\$1,625.00	\$24,375.00	\$1,900.00	\$28,500.00	\$2,083.00	\$31,245.00	\$2,115.00	\$31,725.00	\$1,950.00	\$29,250.00	\$1,747.00	\$26,205.00	\$2,500.00	\$37,500.00
	13	F&I - 16" MJ Cap	each	2	\$829.00	\$1,658.00	\$1,000.00	\$2,000.00	\$1,554.00	\$3,108.00	\$1,000.00	\$2,000.00	\$950.00	\$1,900.00	\$965.00	\$1,930.00	\$1,500.00	\$3,000.00
	14	F&I - 8" MJ Cap	each	1	\$210.00	\$210.00	\$300.00	\$300.00	\$350.00	\$350.00	\$400.00	\$400.00	\$250.00	\$250.00	\$269.00	\$269.00	\$1,000.00	\$1,000.00
	15	F&I - 6" MJ Cap	each	2	\$150.00	\$300.00	\$245.00	\$490.00	\$290.00	\$580.00	\$300.00	\$600.00	\$200.00	\$400.00	\$204.00	\$408.00	\$900.00	\$1,800.00
	16	F&I - 6" Service	lin. ft.	70	\$140.00	\$9,800.00	\$125.00	\$8,750.00	\$110.00	\$7,700.00	\$95.00	\$6,650.00	\$125.00	\$8,750.00	\$152.50	\$10,675.00	\$140.00	\$9,800.00
	17	F&I - 1.5" Service	lin. ft.	20	\$100.00	\$2,000.00	\$96.00	\$1,920.00	\$92.00	\$1,840.00	\$150.00	\$3,000.00	\$120.00	\$2,400.00	\$81.50	\$1,630.00	\$100.00	\$2,000.00
	18	F&I - 1" Service	lin. ft.	180	\$91.00	\$16,380.00	\$93.00	\$16,740.00	\$89.00	\$16,020.00	\$105.00	\$18,900.00	\$115.00	\$20,700.00	\$81.50	\$14,670.00	\$100.00	\$18,000.00
	19	Service Connection	each	10	\$462.00	\$4,620.00	\$510.00	\$5,100.00	\$672.00	\$6,720.00	\$450.00	\$4,500.00	\$500.00	\$5,000.00	\$857.00	\$8,570.00	\$500.00	\$5,000.00
	20	Cut/Cap Watermain	each	3	\$1,130.00	\$3,390.00	\$2,175.00	\$6,525.00	\$3,045.00	\$9,135.00	\$850.00	\$2,550.00	\$1,500.00	\$4,500.00	\$800.00	\$2,400.00	\$2,000.00	\$6,000.00
	21	R&R - 5" HMA Pavement	sq. yd.	5900.0000	\$32.00	\$188,800.00	\$32.00	\$188,800.00	\$34.40	\$202,960.00	\$38.75	\$228,625.00	\$40.00	\$236,000.00	\$39.55	\$233,345.00	\$36.30	\$214,170.00
	22	R&R - 8" Concrete Pavement	sq. yd.	1200.0000	\$97.00	\$116,400.00	\$93.00	\$111,600.00	\$104.10	\$124,920.00	\$103.00	\$123,600.00	\$105.00	\$126,000.00	\$99.00	\$118,800.00	\$100.00	\$120,000.00
	23	R&R - 30" Concrete Curb & Gutter	lin. ft.	250	\$72.00	\$18,000.00	\$80.00	\$20,000.00	\$79.30	\$19,825.00	\$80.00	\$20,000.00	\$75.00	\$18,750.00	\$87.00	\$21,750.00	\$73.50	\$18,375.00
	24	Temp. Traffic Control	l.s.	1	\$85,465.00	\$85,465.00	\$38,865.00	\$38,865.00	\$23,860.00	\$23,860.00	\$21,450.00	\$21,450.00	\$25,000.00	\$25,000.00	\$61,600.00	\$61,600.00	\$60,000.00	\$60,000.00
	25	Flowable Fill	cu. yd.	10	\$0.10	\$1.00	\$115.00	\$1,150.00	\$135.00	\$1,350.00	\$115.00	\$1,150.00	\$125.00	\$1,250.00	\$120.00	\$1,200.00	\$100.00	\$1,000.00
	26	Extra Stone Bedding	cu. yd.	10	\$0.10	\$1.00	\$20.00	\$200.00	\$27.00	\$270.00	\$1.00	\$10.00	\$25.00	\$250.00	\$40.00	\$400.00	\$20.00	\$200.00
	27	Type 'D'-M' Inlet Protection	each	18	\$100.00	\$1,800.00	\$120.00	\$2,160.00	\$112.00	\$2,016.00	\$105.00	\$1,890.00	\$125.00	\$2,250.00	\$125.00	\$2,250.00	\$100.00	\$1,800.00
Base Bid Total:						\$1,579,000.00		\$1,586,000.00		\$1,641,604.00		\$1,674,960.00		\$1,711,400.00		\$1,746,016.00		\$1,761,545.00

CITY OF APPLETON
Department of Public Works
MEMORANDUM

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

SUBJECT: Award of Contract

The Department of Public Works recommends that the following described work:
Unit Y-24 Lead/Galvanized Water Service Replacement

Be awarded to:

Name: Van Rite Plumbing Inc.
Address: 2249 Hwy QQ
Green Bay, WI 54311

In the amount of : _____

With a _____ % contingency of : _____

For a project total not to exceed : _____

**** OR ****

In an amount Not To Exceed : \$524,896.87

Budget: \$524,896.87
Estimate: \$524,896.87
Committee Date: 02/12/24
Council Date: 02/21/24

Y-24 Lead & Galvanized Water Service Line Replacement (#8866460)

Owner: Appleton WI, City of
 Solicitor: Appleton WI, City of
 01/22/2024 01:45 PM CST

Section Title	Line Item	Item Description	UofM	Quantity	Van Rite Plumbing Inc.		MRJ Inc DBA Joski Sewer		Scott Lamers Costuction LLC		M & E Construction LLC		Alfson Excavating LLC		Essential Sewer and Water		David Tenor Corporation	
					Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
Y-24 BASE BID						\$407,840.05		\$414,362.50		\$420,532.90		\$482,800.00		\$505,530.00		\$505,625.00		\$667,950.00
	1	Pre-construction Interior Inspection	EACH	116	\$115.00	\$13,340.00	\$75.00	\$8,700.00	\$50.00	\$5,800.00	\$100.00	\$11,600.00	\$150.00	\$17,400.00	\$100.00	\$11,600.00	\$250.00	\$29,000.00
	2	Exisiting Curb Box Excavation	EACH	116	\$1,925.00	\$223,300.00	\$425.00	\$49,300.00	\$2,120.00	\$245,920.00	\$2,400.00	\$278,400.00	\$750.00	\$87,000.00	\$1,075.00	\$124,700.00	\$150.00	\$17,400.00
	3	1" Water Service Replacement (Trenchles	LIN. FT.	4300	\$5.00	\$21,500.00	\$2.00	\$8,600.00	\$1.50	\$6,450.00	\$5.00	\$21,500.00	\$5.00	\$21,500.00	\$40.00	\$172,000.00	\$8.00	\$34,400.00
	4	1-1/2" Water Service Replacement (Trench	LIN. FT.	50	\$10.00	\$500.00	\$2.75	\$137.50	\$10.00	\$500.00	\$8.00	\$400.00	\$10.00	\$500.00	\$50.00	\$2,500.00	\$9.00	\$450.00
	5	Service Connection (Exterior - at curb sto	EACH	125	\$250.00	\$31,250.00	\$375.00	\$46,875.00	\$205.00	\$25,625.00	\$300.00	\$37,500.00	\$1,500.00	\$187,500.00	\$200.00	\$25,000.00	\$3,800.00	\$475,000.00
	6	Aggregate Slurry Backfill	CU. YD.	60	\$95.00	\$5,700.00	\$160.00	\$9,600.00	\$140.00	\$8,400.00	\$150.00	\$9,000.00	\$135.00	\$8,100.00	\$90.00	\$5,400.00	\$105.00	\$6,300.00
	7	Remove and Replace 4" Concrete Sidewa	SQ. FT.	1000	\$14.50	\$14,500.00	\$18.00	\$18,000.00	\$21.00	\$21,000.00	\$20.00	\$20,000.00	\$15.50	\$15,500.00	\$8.00	\$8,000.00	\$17.00	\$17,000.00
	8	Remove and Replace 5" Concrete Sidewa	SQ. FT.	250	\$15.50	\$3,875.00	\$18.00	\$4,500.00	\$22.00	\$5,500.00	\$20.00	\$5,000.00	\$19.50	\$4,875.00	\$8.00	\$2,000.00	\$18.00	\$4,500.00
	9	Service Connection (Interior - at meter)	EACH	125	\$350.00	\$43,750.00	\$1,735.00	\$216,875.00	\$385.00	\$48,125.00	\$350.00	\$43,750.00	\$600.00	\$75,000.00	\$600.00	\$75,000.00	\$250.00	\$31,250.00
	10	Reinstall Water Meter to Horizontal Orie	EACH	75	\$125.00	\$9,375.00	\$50.00	\$3,750.00	\$0.01	\$0.75	\$50.00	\$3,750.00	\$450.00	\$33,750.00	\$250.00	\$18,750.00	\$125.00	\$9,375.00
	11	Re-Ground Building Electrical Service	EACH	116	\$325.00	\$37,700.00	\$400.00	\$46,400.00	\$407.00	\$47,212.00	\$400.00	\$46,400.00	\$400.00	\$46,400.00	\$475.00	\$55,100.00	\$350.00	\$40,600.00
	12	Temporary Traffic Control	LUMP SU	1	\$3,000.00	\$3,000.00	\$1,500.00	\$1,500.00	\$6,000.00	\$6,000.00	\$5,000.00	\$5,000.00	\$7,000.00	\$7,000.00	\$5,000.00	\$5,000.00	\$1,500.00	\$1,500.00
	13	Removal of Contaminated Soils	CU. YD.	5	\$0.01	\$0.05	\$5.00	\$25.00	\$0.01	\$0.05	\$50.00	\$250.00	\$1.00	\$5.00	\$15.00	\$75.00	\$35.00	\$175.00
	14	Type "D" Inlet Protection	EACH	10	\$5.00	\$50.00	\$10.00	\$100.00	\$0.01	\$0.10	\$25.00	\$250.00	\$100.00	\$1,000.00	\$50.00	\$500.00	\$100.00	\$1,000.00
Base Bid Total:						\$407,840.05		\$414,362.50		\$420,532.90		\$482,800.00		\$505,530.00		\$505,625.00		\$667,950.00

CITY OF APPLETON
Department of Public Works
MEMORANDUM

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

SUBJECT: Award of Contract

The Department of Public Works recommends that the following described work:
Unit U-24 Lead/Galvanized Water Service Replacement

Be awarded to:

Name: MRJ INC DBA Joski Sewer
Address: 4778 Gravel Pit Rd
New Franken, WI 54229

In the amount of : _____

With a _____ % contingency of : _____

For a project total not to exceed : _____

**** OR ****

In an amount Not To Exceed : \$611,302.00

Budget: \$611,302.00
Estimate: \$611,302.00
Committee Date: 02/12/24
Council Date: 02/21/24

U-24 Lead & Galvanized Water Service Line Replacement (#8866458)
 Owner: Appleton WI, City of
 Solicitor: Appleton WI, City of
 01/15/2024 01:45 PM CST

Section Title	Line Item	Item Description	UoFM	Quantity	MRJ Inc DBA Joski Sewer		Van Rite Plumbing Inc.		Scott Lamers Costuction LLC		Essential Sewer and Water		Alfson Excavating LLC		M & E Construction LLC	
					Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
U-24 BASE BID						\$445,583.80		\$449,542.55		\$481,566.00		\$566,200.00		\$569,167.50		\$573,550.00
	1	Pre-construction Interior Inspection	EACH	126	\$75.00	\$9,450.00	\$115.00	\$14,490.00	\$50.00	\$6,300.00	\$100.00	\$12,600.00	\$150.00	\$18,900.00	\$100.00	\$12,600.00
	2	Existing Curb Box Excavation	EACH	126	\$390.00	\$49,140.00	\$2,000.00	\$252,000.00	\$2,400.00	\$302,400.00	\$1,175.00	\$148,050.00	\$750.00	\$94,500.00	\$2,750.00	\$346,500.00
	3	1" Water Service Replacement (Trenchless)	LIN. FT.	3910	\$2.00	\$7,820.00	\$5.00	\$19,550.00	\$1.50	\$5,865.00	\$43.00	\$168,130.00	\$5.00	\$19,550.00	\$5.00	\$19,550.00
	4	1-1/2" Water Service Replacement (Trenchless)	LIN. FT.	85	\$2.75	\$233.75	\$10.00	\$850.00	\$10.00	\$850.00	\$48.00	\$4,080.00	\$10.00	\$850.00	\$7.00	\$595.00
	5	Service Connection (Exterior - at curb stop)	EACH	144	\$325.00	\$46,800.00	\$250.00	\$36,000.00	\$100.00	\$14,400.00	\$250.00	\$36,000.00	\$750.00	\$108,000.00	\$300.00	\$43,200.00
	6	Aggregate Slurry Backfill	CU. YD.	60	\$160.00	\$9,600.00	\$125.00	\$7,500.00	\$140.00	\$8,400.00	\$90.00	\$5,400.00	\$160.00	\$9,600.00	\$150.00	\$9,000.00
	7	Remove and Replace 4" Concrete Sidewall	SQ. FT.	200	\$24.00	\$4,800.00	\$14.50	\$2,900.00	\$27.00	\$5,400.00	\$8.00	\$1,600.00	\$15.50	\$3,100.00	\$28.00	\$5,600.00
	8	Remove and Replace 5" Concrete Sidewall	SQ. FT.	75	\$24.00	\$1,800.00	\$15.50	\$1,162.50	\$28.00	\$2,100.00	\$8.00	\$600.00	\$19.50	\$1,462.50	\$29.00	\$2,175.00
	9	Remove and Replace 5" Concrete Sidewall	SQ. FT.	80	\$60.00	\$4,800.00	\$15.50	\$1,240.00	\$55.00	\$4,400.00	\$25.00	\$2,000.00	\$35.00	\$2,800.00	\$56.00	\$4,480.00
	10	Service Connection (Interior - at meter)	EACH	144	\$1,735.00	\$249,840.00	\$350.00	\$50,400.00	\$400.00	\$57,600.00	\$675.00	\$97,200.00	\$1,500.00	\$216,000.00	\$350.00	\$50,400.00
	11	Reinstall Water Meter to Horizontal Orientation	EACH	80	\$50.00	\$4,000.00	\$125.00	\$10,000.00	\$1.00	\$80.00	\$350.00	\$28,000.00	\$450.00	\$36,000.00	\$150.00	\$12,000.00
	12	Re-Ground Building Electrical Service	EACH	126	\$400.00	\$50,400.00	\$400.00	\$50,400.00	\$506.00	\$63,756.00	\$450.00	\$56,700.00	\$400.00	\$50,400.00	\$450.00	\$56,700.00
	13	Temporary Traffic Control	LUMP SU	1	\$6,500.00	\$6,500.00	\$3,000.00	\$3,000.00	\$10,000.00	\$10,000.00	\$5,000.00	\$5,000.00	\$7,000.00	\$7,000.00	\$10,000.00	\$10,000.00
	14	Removal of Contaminated Soils	CU. YD.	5	\$0.01	\$0.05	\$0.01	\$0.05	\$1.00	\$5.00	\$68.00	\$340.00	\$1.00	\$5.00	\$50.00	\$250.00
	15	Type "D" Inlet Protection	EACH	10	\$40.00	\$400.00	\$5.00	\$50.00	\$1.00	\$10.00	\$50.00	\$500.00	\$100.00	\$1,000.00	\$50.00	\$500.00
Base Bid Total:						\$445,583.80		\$449,542.55		\$481,566.00		\$566,200.00		\$569,167.50		\$573,550.00

CITY OF APPLETON
Department of Public Works
MEMORANDUM

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

SUBJECT: Award of Contract

The Department of Public Works recommends that the following described work:
Unit A-24 Concrete Paving

Be awarded to:

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

In the amount of : \$3,847,407.27
With a 1.3 % contingency of : \$50,000.00
For a project total not to exceed : \$3,897,407.27

**** OR ****

In an amount Not To Exceed : _____

Budget: \$4,289,862.00
Estimate: \$4,315,024.75
Committee Date: 02/12/24
Council Date: 02/21/24

A-24 Concrete Pavement (#8931371)

Owner: Appleton WI, City of

Solicitor: Appleton WI, City of

02/05/2024 01:45 PM CST

Section Title	Line Item	Item Description	UofM	Quantity	Vinton Construction Company		Zignego	
					Unit Price	Extension	Unit Price	Extension
A-24 BASE BID						\$3,847,407.27		\$3,997,003.29
	1	F&I 7" PLAIN CONC PVMT	SY	4675.0000	\$42.92	\$200,651.00	\$54.37	\$254,179.75
	2	F&I 8" 3-DAY HIGH EARLY CONC PVMT	SY	200	\$61.35	\$12,270.00	\$71.00	\$14,200.00
	3	F&I 8" DOWLED CONC PVMT	SY	26845.0000	\$50.35	\$1,351,645.75	\$61.27	\$1,644,793.15
	4	F&I 3" ASPHALT PAVEMENT	SY	290	\$55.80	\$16,182.00	\$55.75	\$16,167.50
	5	F&I 12" STONE BASE	SY	16190.0000	\$10.32	\$167,080.80	\$9.00	\$145,710.00
	6	EXCAVATION	CY	10002.0000	\$20.75	\$207,541.50	\$12.75	\$127,525.50
	7	F&I GEOGRID	SY	16190.0000	\$1.75	\$28,332.50	\$1.90	\$30,761.00
	8	FINE GRADING	SY	17369.0000	\$2.00	\$34,738.00	\$0.01	\$173.69
	9	EXCAVATE AND HAUL CONTAM. SOIL	TON	100	\$0.01	\$1.00	\$81.00	\$8,100.00
	10	F&I EXTRA STONE BASE	TON	107	\$14.50	\$1,551.50	\$17.60	\$1,883.20
	11	F&I 6" CONC PEDESTRIAN CURB & GUTTER	LF	110	\$40.00	\$4,400.00	\$45.00	\$4,950.00
	12	F&I 30" CONC CURB & GUTTER	LF	150	\$44.00	\$6,600.00	\$50.00	\$7,500.00
	13	F&I 24" CONC CURB & GUTTER	LF	150	\$46.00	\$6,900.00	\$50.00	\$7,500.00
	14	F&I 18" CONC CURB & GUTTER	LF	260	\$42.00	\$10,920.00	\$50.00	\$13,000.00
	15	F&I 7" CONC DRIVEWAY APRON	SF	4725.0000	\$9.15	\$43,233.75	\$9.50	\$44,887.50
	16	F&I 5" CONC DRIVEWAY APRON	SF	13255.0000	\$8.20	\$108,691.00	\$7.90	\$104,714.50
	17	F&I 7" CONC SIDEWALK	SF	1435.0000	\$9.15	\$13,130.25	\$9.45	\$13,560.75
	18	F&I 5" CONC SIDEWALK	SF	37590.0000	\$7.61	\$286,059.90	\$7.75	\$291,322.50
	19	F&I 5" COLORED & STAMPED CONC SIDEWALK	SF	2600.0000	\$13.60	\$35,360.00	\$13.00	\$33,800.00
	20	F&I 4" CONC SIDEWALK	SF	23805.0000	\$7.75	\$184,488.75	\$7.00	\$166,635.00
	21	F&I 7" CONC HANDICAP RAMP	SF	6115.0000	\$9.85	\$60,232.75	\$9.75	\$59,621.25
	22	F&I TRUNCATED DOME	SF	952	\$35.00	\$33,320.00	\$35.00	\$33,320.00
	23	F&I 7" PRIVATE CONC DRIVEWAY	SF	355	\$8.00	\$2,840.00	\$8.95	\$3,177.25
	24	F&I 5" PRIVATE CONC DRIVEWAY	SF	300	\$7.00	\$2,100.00	\$7.15	\$2,145.00
	25	F&I 3" PRIVATE ASPHALT DRIVEWAY	SF	1440.0000	\$5.96	\$8,582.40	\$5.90	\$8,496.00
	26	CONCRETE PAVEMENT REMOVAL	SY	881	\$6.55	\$5,770.55	\$5.10	\$4,493.10
	27	ASPHALT PAVEMENT REMOVAL	SY	31161.0000	\$2.41	\$75,098.01	\$0.60	\$18,696.60
	28	CONCRETE CURB & GUTTER REMOVAL	LF	7257.0000	\$3.10	\$22,496.70	\$2.50	\$18,142.50
	29	ASP/CONC DRIVEWAY APRON REMOVAL	SF	11958.0000	\$0.60	\$7,174.80	\$0.35	\$4,185.30
	30	ASP/CONC HC RAMP REMOVAL	SF	3109.0000	\$1.25	\$3,886.25	\$0.65	\$2,020.85
	31	ASP/CONC SIDEWALK REMOVAL	SF	30250.0000	\$1.09	\$32,972.50	\$0.35	\$10,587.50
	32	PRIVATE CONC DRIVE REMOVAL	SF	969	\$1.09	\$1,056.21	\$0.40	\$387.60
	33	PRIVATE ASP DRIVE REMOVAL	SF	1440.0000	\$1.09	\$1,569.60	\$0.30	\$432.00
	34	FULL DEPTH SAWCUT	LF	1470.0000	\$3.00	\$4,410.00	\$3.00	\$4,410.00
	35	DRILL TIE BARS	EA	245	\$9.00	\$2,205.00	\$20.00	\$4,900.00
	36	DRILL DOWEL BARS	EA	160	\$16.00	\$2,560.00	\$20.00	\$3,200.00
	37	F&I TERRACE RESTORATION	SY	21975.0000	\$7.19	\$158,000.25	\$3.40	\$74,715.00
	38	F&I SEED, FERTILIZER & TYPE A EROSION MAT	SY	21975.0000	\$2.05	\$45,048.75	\$2.80	\$61,530.00
	39	INSTALL TREE GRATE	EA	4	\$950.00	\$3,800.00	\$500.00	\$2,000.00
	40	F&I TYPE D INLET PROTECTION	EA	89	\$102.00	\$9,078.00	\$135.00	\$12,015.00
	41	F&I SILT FENCE	LF	850	\$2.09	\$1,776.50	\$3.05	\$2,592.50
	42	ADJ STO MH CASTING	EA	36	\$25.00	\$900.00	\$250.00	\$9,000.00
	43	ADJ SAN MH CASTING	EA	34	\$25.00	\$850.00	\$250.00	\$8,500.00
	44	ADJ INLET CASTING	EA	33	\$25.00	\$825.00	\$250.00	\$8,250.00
	45	REMOVE INLET/MH & MAIN/LEAD	EA	24	\$425.00	\$10,200.00	\$500.00	\$12,000.00
	46	REMOVE 42"/48" STORM MAIN	LF	518	\$16.00	\$8,288.00	\$13.00	\$6,734.00
	47	ABANDON INLET/LEAD	EA	5	\$580.00	\$2,900.00	\$500.00	\$2,500.00
	48	F&I 48" STORM MH	VF	12	\$200.00	\$2,400.00	\$775.00	\$9,300.00
	49	F&I SANITARY MH CASTING ONLY	EA	6	\$494.00	\$2,964.00	\$522.00	\$3,132.00
	50	F&I STORM MH CASTING ONLY	EA	6	\$474.00	\$2,844.00	\$501.00	\$3,006.00
	51	F&I "E" INLET CASTING ONLY	EA	11	\$728.00	\$8,008.00	\$769.00	\$8,459.00
	52	F&I "C" INLET CASTING ONLY	EA	4	\$714.00	\$2,856.00	\$754.00	\$3,016.00
	53	F&I "C" INLET W/CASTING	EA	8	\$4,075.00	\$32,600.00	\$5,400.00	\$43,200.00
	54	F&I "E" INLET W/CASTING	EA	19	\$4,089.00	\$77,691.00	\$5,425.00	\$103,075.00
	55	F&I YARD DRAIN	EA	1	\$2,599.00	\$2,599.00	\$2,525.00	\$2,525.00
	56	F&I 12" STORM INLET MAIN/LEAD	LF	292	\$143.00	\$41,756.00	\$145.00	\$42,340.00
	57	F&I 60" CL III STORM SEWER	LF	503	\$348.00	\$175,044.00	\$345.00	\$173,535.00
	58	F&I 60" CON APRON ENDWALL	EA	1	\$3,693.00	\$3,693.00	\$3,400.00	\$3,400.00
	59	F&I MEDIUM RIPRAP	CY	160	\$79.00	\$12,640.00	\$62.00	\$9,920.00
	60	F&I 6" STORM LATERAL	LF	30	\$50.00	\$1,500.00	\$93.00	\$2,790.00
	61	STORM LATERAL HOOK-UP	EA	2	\$50.00	\$100.00	\$875.00	\$1,750.00
	62	F&I 6" MINI SEWER	LF	30	\$50.00	\$1,500.00	\$68.00	\$2,040.00
	63	F&I SAN MH SEAL -(0"-12")	EA	12	\$578.00	\$6,936.00	\$500.00	\$6,000.00
	64	F&I SAN MH SEAL -(12"-18")	EA	12	\$691.00	\$8,292.00	\$500.00	\$6,000.00

A-24 Concrete Pavement (#8931371)

Owner: Appleton WI, City of

Solicitor: Appleton WI, City of

02/05/2024 01:45 PM CST

Section Title	Line Item	Item Description	UofM	Quantity	Vinton Construction Company		Zignego	
					Unit Price	Extension	Unit Price	Extension
					\$3,847,407.27		\$3,997,003.29	
A-24 BASE BID	65	F&I SAN MH SEAL - (18"+)	EA	10	\$780.00	\$7,800.00	\$500.00	\$5,000.00
	66	REMOVE EXISTING PAVEMENT MARKING	LF	893	\$1.50	\$1,339.50	\$2.00	\$1,786.00
	67	PAVEMENT MARKING (EPOXY) (4")	LF	7875.0000	\$0.75	\$5,906.25	\$0.75	\$5,906.25
	68	PAVEMENT MARKING (EPOXY) (6") (BIKE LANES)	LF	1569.0000	\$0.90	\$1,412.10	\$0.90	\$1,412.10
	69	PAVEMENT MARKING (EPOXY) (6") (CROSSWALKS)	LF	790	\$8.50	\$6,715.00	\$8.50	\$6,715.00
	70	PAVEMENT MARKING (EPOXY) (8")	LF	420	\$1.25	\$525.00	\$1.25	\$525.00
	71	PAVEMENT MARKING (EPOXY) (12")	LF	255	\$14.85	\$3,786.75	\$14.85	\$3,786.75
	72	PAVEMENT MARKING (EPOXY) (18")	LF	258	\$22.75	\$5,869.50	\$22.75	\$5,869.50
	73	PAVEMENT MARKING (INLAID EPOXY) (18")	LF	656	\$38.50	\$25,256.00	\$38.50	\$25,256.00
	74	PAVEMENT MARKINGS (EPOXY) (YIELD TRIANGLE 24" x	EA	16	\$25.20	\$403.20	\$25.20	\$403.20
	75	PAVEMENT MARKINGS (EPOXY) (ARROWS/SYMBOLS/V	EA	24	\$275.00	\$6,600.00	\$275.00	\$6,600.00
	76	CONDUIT NONMETAL, SCH80 1.5"	LF	70	\$9.00	\$630.00	\$9.00	\$630.00
	77	CONDUIT NONMETAL, SCH80 2"	LF	208	\$10.00	\$2,080.00	\$10.00	\$2,080.00
	78	CONDUIT SPECIAL, 2"	LF	368	\$28.00	\$10,304.00	\$28.00	\$10,304.00
	79	PULL BOXES, NON-CONDUCTIVE, 24" X 42"	EA	6	\$1,850.00	\$11,100.00	\$1,850.00	\$11,100.00
	80	CONCRETE BASE, TYPE 2	EA	9	\$1,475.00	\$13,275.00	\$1,475.00	\$13,275.00
	81	CONCRETE BASE, CITY, TYPE 1, 12 3/4" BOLT CIRCLE	EA	3	\$1,450.00	\$4,350.00	\$1,450.00	\$4,350.00
	82	REMOVE EXISTING CONCRETE BASE	EA	5	\$200.00	\$1,000.00	\$2,500.00	\$12,500.00
	83	REMOVE EXISTING PULL BOX	EA	3	\$75.00	\$225.00	\$2,000.00	\$6,000.00
	84	F&I TEMPORARY MAILBOX	EA	20	\$150.00	\$3,000.00	\$50.00	\$1,000.00
	85	NOTIFY PROPERTY OWNERS	LS	1	\$2,500.00	\$2,500.00	\$1.00	\$1.00
	86	F&I TRAFFIC CONTROL	LS	1	\$73,500.00	\$73,500.00	\$92,000.00	\$92,000.00
	87	RELOCATE EXISTING INLET	EA	17	\$2,864.00	\$48,688.00	\$2,800.00	\$47,600.00
Base Bid Total:					\$3,847,407.27		\$3,997,003.29	



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

**PARKS, RECREATION & FACILITIES
MANAGEMENT**

Dean R. Gazza, Director

1819 East Witzke Boulevard
Appleton, Wisconsin 54911-8401
(920) 832-5572 FAX (920) 993-3103
Email - dean.gazza@appleton.org

TO: Finance Committee

FROM: Dean R. Gazza

DATE: 2/12/2024

RE: Action: Reject bids from August Winter and Sons, Inc., and Southport Engineered Systems for the Fire Station #1 and Fire Station #6 HVAC Upgrades Project.

The 2023 Capital Improvement Plan includes \$275,000 to upgrade the HVAC system at Fire Station #6 and the 2024 Capital improvement Plan includes \$225,000 to upgrade the HVAC system at Fire Station #1. Of that amount \$42,980 has been utilized for design leaving a balance of \$457,020 for construction. Both projects were bid as a single package to get economy of scale and reduce redundancy for both professional services and construction. Only two bids were received for the project, and both were over the allocated budget.

The bids received were as follows:

August Winter and Sons, Inc.	\$629,200
Southport Engineered Services	\$665,533

The bids exceeded our allocated project budget for the Fire Station #1 and Fire Station #6 HVAC Upgrades Project. After conferring with our consulting engineer (Donohue and Associates), the Parks, Recreation and Facilities Management Department is recommending rejecting the bids, reviewing the current project bidding documents for items that can be deferred to a future year, and re-bidding with a reduction in the project scope. The items reduced from the project scope will be addressed in a future year CIP.

Please contact me at 832-5572 or at dean.gazza@appleton.org with any questions.



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**PARKS, RECREATION & FACILITIES
MANAGEMENT**

Dean R. Gazza, Director

1819 East Witzke Boulevard
Appleton, Wisconsin 54911-8401
(920) 832-5572 FAX (920) 993-3103
Email - dean.gazza@appleton.org

TO: Finance Committee

FROM: Dean R. Gazza

DATE: 2/12/2024

RE: Action: Award the "2024 Water Plant HVAC Upgrades Project" contract to Rohde Brothers, Inc. in the amount of \$807,000 with a contingency of 10% for a project total not to exceed \$887,700.

The Water Utility 2023-2024 Capital budget includes \$1,450,000 to make upgrades to the HVAC system at the Water Treatment Facility. This project includes replacing the Kathabar dehumidification unit with a standard roof top air handling unit, insulating pipes in the basement, and replacing the controls that service the Kathabar unit. The current Kathabar HVAC equipment is at the end of its useful life and is in need of replacement.

The bids received were as follows:

Rohde Brothers, Inc. (Low Bid)	\$807,000
August Winter and Sons, Inc.	\$961,200
Southport Engineered Systems	\$1,191,624

Our consulting engineer has written the City of Appleton a formal letter of recommendation to award the contract to Rohde Brothers, Inc. The Parks, Recreation, and Facilities Management Department has also reviewed the bids and is in agreement with the engineer's recommendation. Therefore, we recommend awarding the contract to Rohde Brothers, Inc. in the amount of \$807,000 plus a contingency of 10% only to be utilized as needed.

Please contact me at 832-5572 or at dean.gazza@appleton.org with any questions.

Z-24 Water Main Reconstruction (#8866463)

Owner: Appleton WI, City of

Solicitor: Appleton WI, City of

01/22/2024 01:45 PM CST

Section Title	Line Item	Item Description	UofM	Quantity	Advance Construction Inc.		PTS Contractors, Inc		Dorner Inc.		Kruczek Construction Inc.		Jossart Brothers, Inc.	
					Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
Z-24 BASE BID						\$980,663.00		\$1,072,000.00		\$1,089,784.00		\$1,111,000.00		\$1,155,985.00
	1	F&I - 12" Water Main	lin. ft.	1260	\$114.00	\$143,640.00	\$153.00	\$192,780.00	\$185.00	\$233,100.00	\$157.00	\$197,820.00	\$167.00	\$210,420.00
	2	F&I - 8" Water Main	lin. ft.	2330	\$104.00	\$242,320.00	\$137.00	\$319,210.00	\$157.00	\$365,810.00	\$119.00	\$277,270.00	\$148.00	\$344,840.00
	3	F&I - 6" Hydrant Lead	lin. ft.	40	\$77.00	\$3,080.00	\$116.00	\$4,640.00	\$89.00	\$3,560.00	\$95.00	\$3,800.00	\$138.00	\$5,520.00
	4	F&I - Hydrant	each	6	\$5,888.00	\$35,328.00	\$5,750.00	\$34,500.00	\$6,387.00	\$38,322.00	\$6,300.00	\$37,800.00	\$5,600.00	\$33,600.00
	5	F&I - 12" Gate Valve w/ Box	each	4	\$4,500.00	\$18,000.00	\$4,525.00	\$18,100.00	\$5,998.00	\$23,992.00	\$5,200.00	\$20,800.00	\$5,025.00	\$20,100.00
	6	F&I - 8" Gate Valve w/ Box	each	8	\$2,460.00	\$19,680.00	\$2,500.00	\$20,000.00	\$2,816.00	\$22,528.00	\$2,900.00	\$23,200.00	\$2,750.00	\$22,000.00
	7	F&I - 6" Gate Valve w/ Box	each	6	\$1,703.00	\$10,218.00	\$1,750.00	\$10,500.00	\$1,973.00	\$11,838.00	\$1,900.00	\$11,400.00	\$1,900.00	\$11,400.00
	8	F&I - 12" Bend	each	1	\$976.00	\$976.00	\$940.00	\$940.00	\$1,123.00	\$1,123.00	\$1,300.00	\$1,300.00	\$1,000.00	\$1,000.00
	9	F&I - 8" Bend	each	15	\$464.00	\$6,960.00	\$460.00	\$6,900.00	\$557.00	\$8,355.00	\$467.00	\$7,005.00	\$510.00	\$7,650.00
	10	F&I - 12"x12" Cross	each	1	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,225.00	\$2,225.00	\$2,186.00	\$2,186.00	\$2,200.00	\$2,200.00
	11	F&I - 8"x8" Cross	each	1	\$847.00	\$847.00	\$880.00	\$880.00	\$1,000.00	\$1,000.00	\$887.00	\$887.00	\$900.00	\$900.00
	12	F&I - 8"x8" Tee	each	1	\$725.00	\$725.00	\$750.00	\$750.00	\$865.00	\$865.00	\$770.00	\$770.00	\$775.00	\$775.00
	13	F&I - 8"x6" Tee	each	2	\$638.00	\$1,276.00	\$1,200.00	\$2,400.00	\$751.00	\$1,502.00	\$650.00	\$1,300.00	\$650.00	\$1,300.00
	14	F&I - 12" MJ Cap	each	1	\$530.00	\$530.00	\$522.00	\$522.00	\$588.00	\$588.00	\$480.00	\$480.00	\$465.00	\$465.00
	15	F&I - 8"x6" Reducer	each	4	\$373.00	\$1,492.00	\$375.00	\$1,500.00	\$466.00	\$1,864.00	\$368.00	\$1,472.00	\$360.00	\$1,440.00
	16	F&I - 8"x4" Reducer	each	1	\$356.00	\$356.00	\$360.00	\$360.00	\$450.00	\$450.00	\$350.00	\$350.00	\$345.00	\$345.00
	17	F&I - 1" Service	lin. ft.	1000	\$74.50	\$74,500.00	\$90.00	\$90,000.00	\$71.00	\$71,000.00	\$112.00	\$112,000.00	\$122.00	\$122,000.00
	18	Service Connection	each	50	\$926.00	\$46,300.00	\$435.00	\$21,750.00	\$511.00	\$25,550.00	\$430.00	\$21,500.00	\$500.00	\$25,000.00
	19	F&I - Curb Stop	each	35	\$391.00	\$13,685.00	\$330.00	\$11,550.00	\$333.00	\$11,655.00	\$215.00	\$7,525.00	\$300.00	\$10,500.00
	20	F&I - Curb Box	each	55	\$137.00	\$7,535.00	\$408.00	\$22,440.00	\$559.00	\$30,745.00	\$448.00	\$24,640.00	\$500.00	\$27,500.00
	21	Cut/Cap Watermain	each	10	\$686.00	\$6,860.00	\$3,300.00	\$33,000.00	\$1,717.00	\$17,170.00	\$944.00	\$9,440.00	\$1,700.00	\$17,000.00
	22	F&I - Type "D-M" Inlet Protection	each	27	\$125.00	\$3,375.00	\$120.00	\$3,240.00	\$112.00	\$3,024.00	\$100.00	\$2,700.00	\$100.00	\$2,700.00
	23	F&I - Type "E" Inlet	each	1	\$3,000.00	\$3,000.00	\$4,120.00	\$4,120.00	\$4,054.00	\$4,054.00	\$3,600.00	\$3,600.00	\$4,000.00	\$4,000.00
	24	F&I - 12" Inlet Lead	lin. ft.	20	\$100.00	\$2,000.00	\$183.00	\$3,660.00	\$150.00	\$3,000.00	\$144.00	\$2,880.00	\$75.00	\$1,500.00
	25	R&R - 7" Concrete Ped. Ramp	sq. ft.	300	\$10.75	\$3,225.00	\$10.00	\$3,000.00	\$10.80	\$3,240.00	\$10.00	\$3,000.00	\$11.50	\$3,450.00
	26	R&R - 5" Concrete Apron	sq. ft.	3400	\$10.00	\$34,000.00	\$10.00	\$34,000.00	\$9.80	\$33,320.00	\$9.00	\$30,600.00	\$10.50	\$35,700.00
	27	R&R - 4" Concrete Sidewalk	sq. ft.	700	\$9.25	\$6,475.00	\$9.90	\$6,930.00	\$9.30	\$6,510.00	\$8.75	\$6,125.00	\$10.00	\$7,000.00
	28	R&R - 7" Concrete Pavement	sq. yd.	900	\$110.00	\$99,000.00	\$105.00	\$94,500.00	\$109.90	\$98,910.00	\$100.00	\$90,000.00	\$115.00	\$103,500.00
	29	R&R - 3-Day H.E. 8" Concrete Pavement	sq. yd.	500	\$116.00	\$58,000.00	\$109.00	\$54,500.00	\$0.01	\$5.00	\$107.00	\$53,500.00	\$120.00	\$60,000.00
	30	R&R - 30" Concrete Curb & Gutter	lin. ft.	600	\$70.00	\$42,000.00	\$65.00	\$39,000.00	\$63.40	\$38,040.00	\$60.00	\$36,000.00	\$65.00	\$39,000.00
	31	F&I - Truncated Dome	sq. ft.	40	\$42.00	\$1,680.00	\$41.00	\$1,640.00	\$42.20	\$1,688.00	\$41.00	\$1,640.00	\$42.00	\$1,680.00
	32	Temp. Traffic Control	l.s.	1	\$90,000.00	\$90,000.00	\$31,168.00	\$31,168.00	\$23,121.00	\$23,121.00	\$117,000.00	\$117,000.00	\$30,000.00	\$30,000.00
	33	Flowable Fill	cu. yd.	10	\$120.00	\$1,200.00	\$120.00	\$1,200.00	\$135.00	\$1,350.00	\$100.00	\$1,000.00	\$125.00	\$1,250.00
	34	Extra Stone Bedding	cu. yd.	10	\$40.00	\$400.00	\$32.00	\$320.00	\$28.00	\$280.00	\$1.00	\$10.00	\$25.00	\$250.00
Base Bid Total:						\$980,663.00		\$1,072,000.00		\$1,089,784.00		\$1,111,000.00		\$1,155,985.00



POLICE DEPARTMENT

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

To: Alderperson Hartzheim, HR/IT Committee Chairperson
Alderperson Croatt, Safety and Licensing Committee Chairperson

From: Chief Polly Olson

Date: February 14, 2024

Subject: Action Item – HR/IT
Informational Item – S&L

We are committed to regularly monitoring operations within the department to look for opportunities to streamline services and maximize productivity. Our evidence unit has undergone significant changes in the last few years and has been fully civilianized. Our current table of organization structure has our Investigative Services Lieutenant providing day-to-day supervision to this unit, in addition to ten detectives.

In 2018, we created two LEAD positions, one located in clerical and one for our front desk operations. These positions are responsible for the schedule, for assisting with minor personnel issues, and for resolving any other issues which do not require intervention by a supervisor. The success we have found with this management structure can be easily replicated in our evidence unit. We would propose creating a LEAD Forensic Evidence Specialist.

Our evidence unit is currently fully staffed with three positions. All three employees are highly skilled and capable of taking on the added responsibilities of this new role. Not only would this increase productivity in the unit, but it would also help with retention and succession planning efforts.

The estimated financial impact will be about \$2000 per year. This can be paid for with overtime savings due to a more efficiently operating unit and closer monitoring of overtime use.

I have attached a memo from Captain Mike Wallace which provides some additional information.

Chief Polly Olson



Appleton Police Department

Compassion. Integrity. Courage.

222 South Walnut Street
(920) 832 - 5500



Appleton, WI 54911 - 5899
Fax (920) 832-5553

<http://www.appleton.org/police>

January 11, 2024

Chief Olson,

The Evidence Unit at APD has undergone significant changes over the past several years. We have now transitioned to a fully civilianized Evidence Unit. While I believe that this change has been a positive change for our agency, I feel that there are opportunities to improve the performance of the unit and the services they provide.

Having supervised the evidence unit before, during, and after the transition to full civilian staffing, I have had an opportunity to observe, and assess, the overall performance of the unit for the duration of this transition.

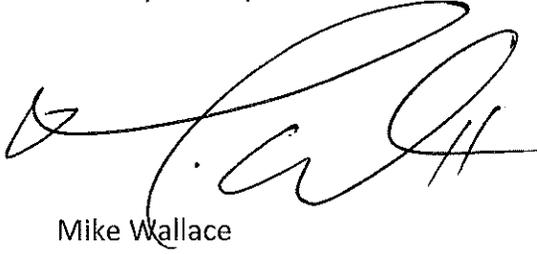
The Evidence Unit currently falls under the supervision of the Investigative Services Lieutenant. This is a challenging position as it would be extremely rare that the Lieutenant would have any experience working in evidence or property room management. While all our civilian staff possess a high level of skill, education, and ability in their field, there are often differences in opinion about specific methods that they should employ to carry out their duties. These matters are often resolved by the Investigative Services Lieutenant who lacks professional experience or training in these matters.

I would like to request your approval for one of the Forensic Evidence Specialists to be classified as a Lead Forensic Evidence Specialist. This position would be responsible for:

- Providing oversight of the Evidence Unit calendar to ensure effective operations
- Providing effective direction, instruction, and guidance regarding workload priorities and evidence and property room procedures
- Periodically reviewing goals and progress with team members
- Keeping the Investigative Services Lieutenant apprised of personnel matters so they can be addressed.

The proposed creation of a Lead Forensic Evidence Specialist will have an estimated financial impact of \$2,000 annually.

Thank you for your consideration.

A handwritten signature in black ink, appearing to read 'M. Wallace', with a stylized flourish at the end.

Mike Wallace

Captain of Investigative and Support Services

Appleton Police Department



Lead Forensic Evidence Specialist

Class Code:
240-28 (CC-5)

Bargaining Unit: Non-union Non-Exempt

CITY OF APPLETON
Established Date: Jun 22, 2015
Revision Date: Jul 30, 2019

SALARY RANGE

\$23.25 - \$32.55 Hourly

NATURE OF WORK:

Under general supervision of the Investigative Services Unit Lieutenant, this person performs complex gathering, analysis and preservation techniques on evidence connected with criminal activity in the City of Appleton. This individual should possess effective skills and abilities in evidence gathering and preservation, some knowledge of the judicial system as it pertains to the preservation of evidence, the ability to identify and secure evidence, logical thinking in the linking of evidence to criminal activities, and an ability to properly re-create and display evidence gathered for presentations.

JOB FUNCTIONS:

ESSENTIAL JOB FUNCTIONS

- Provide oversight of the Evidence Unit calendar to ensure effective operations.
- Provide effective direction, instruction, and guidance regarding workload priorities and evidence and property room procedures.
- Periodically review goals, and progress, with team members
- Keep the Investigative Services Lieutenant apprised of personnel matters so they can be addressed.
- Successfully complete advanced training for crime technology, scene management, video/photo operations, using U.V. and I.R. and alternate light sources.
- Identify, collect, package, and label evidence (i.e., lift fingerprints, blood samples, etc.) from search warrants and crime scenes.
- Operate evidence gathering equipment, which includes but is not limited to; video camera, ultra-violet lighting, scales, test kits, etc.
- Assist with search warrants by taking photos to document the location of where evidence is found.
- Analyze, sort and preserve evidence from search warrants and crime scenes.
- Perform laboratory examinations of evidence, including specialized processing involving physical, chemical, and digital methods and maintains accountability for activity in the crime lab.
- Keep crime van stocked with materials to collect evidence for self and other officers to use.
- Inventory and maintain a supply of resources used in the collection of evidence and the sealing of crime scenes.
- Fill out necessary forms, itemize, individually package, and mail evidence to crime labs for analysis, and inventory evidence when it is returned.

- Prepare photo logs, crime scene worksheets, and other reports – both verbal court presentations and written documentation – regarding evidence gathered. Reports may include narratives, diagrams, fingerprints, actual articles discovered, etc.
- Re-create and display evidence gathered for presentations.
- Photograph death scenes, overall body pictures, and autopsies to document the process.
- Empty and catalog items left in evidence lockers by officers.
- Process digital photos, video, and audio recordings, then organize, fill, and inventory pictures as evidence to document crimes.
- Print disposition sheets, process the returned paperwork, handle evidence accordingly, and update associated files.
- Coordinate the proper release of evidence to rightful owner, where appropriate, including setting up the appointment and making the actual return.
- Coordinate and develop training of various department officers in evidence gathering techniques.
- Prepare manuals, kits, etc., used in training of these officers.
- Offer assistance to officers concerning investigations.
- Ability to examine and evaluate acts, events, and other information and draw valid conclusions, logical thinking in the linking of evidence to criminal activities.
- Fingerprint citizens and assist officers with fingerprinting arrests as necessary.
- Set up and manage departmental digital evidence program including digital photography, digital video, digital audio recordings, and other digital evidence as needed.
- Oversee the administration of policies and procedures related to the evidence and property control function.
- Review and write policies related to the evidence and property control function, and the preservation and collection of physical evidence.
- Develop standard operating procedures for the Evidence Unit and other areas of the department when said procedures affect the quality and integrity of evidence.
- Maintain Evidence Unit equipment, booking room equipment, associated software, and vendor information.
- Produce and review procedural manuals to assist officers with evidence collection, packaging, log in and operation of other Evidence Unit equipment.
- Attend internal briefings held during complex investigations.
- Produce castings and comparative photographs of footprints, tire tracks, and other impressions.
- Search for and develop latent fingerprints at crime scenes, from logged in evidence, and deceased individuals.
- Manage the Evidence Unit equipment inventory and plan for periodic replacement of equipment.
- Keep abreast of current technology and evaluate the potential benefits of implementing technology to improve the overall level of service thereby facilitating solving crimes.
- Maintain regular punctual and predictable attendance, work overtime and extra hours as required, including call-ins as required.

OTHER JOB FUNCTIONS

- Other tasks as assigned.

REQUIREMENTS OF WORK:

This position requires 4-5 years of experience, or an equivalent combination of training, education and experience.

- Knowledge of available computer programs and audio/visual equipment (i.e. MS Office programs (Word, Excel, GroupWise, PowerPoint), computers, printers, projectors, etc.
- Knowledge of Federal, state and local laws, court cases related to job functions and ordinances.
- Knowledge of current law and case decisions relating to laws of arrest, search and seizure, interrogations, and the handling of evidence.
- Knowledge of departmental rules of conduct, regulations and policies.
- Knowledge of crime scene management.
- Ability to orally communicate in an efficient and effective manner with police officers and other civilian employees.
- Ability to provide complex oral and written instructions clearly so that the desired end result can be met.
- Ability to communicate in writing in a clear, accurate and concise manner.

- Ability to prepare clear and comprehensive reports of investigations, offenses, arrests, special projects, and other activities.
- Ability to respond to complex oral and written instructions so that the desired end result can be met.
- Conducts test using various lab equipment, chemicals, and instrumentation to obtain results.
- Ability to work independently of direct supervision, in an effective and efficient manner.
- Ability to plan and schedule your own work to meet time constraints and changing priorities.
- Ability to work in a team environment.
- Ability to analyze problems and formulate policies and procedures as appropriate solutions to the problems.
- Ability to plan and schedule training activities for members of the department to comply with department/state policy or law.
- Ability to work varied hours or overtime.
- Ability to maintain confidentiality in the release of information.
- Skilled in the operation of specialized investigative equipment to include, but not limited to Evidence Unit equipment, sensitive crime kits, drug test kits, etc.
- Skill in the operation of departmental equipment, including but not limited to camera equipment, first responder medical apparatus, etc.
- Skill in the operation of various department computer systems.
- Ability to multi-task in a fast paced environment.

SUPPLEMENTAL INFORMATION:

COMPETENCIES

Adaptability/Flexibility

Communication

Customer Focus

Positive Attitude

Technical Skills

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

JOB TASK ANALYSIS:

JOB ANALYSIS/REQUIREMENTS

JOB TITLE: PROPERTY EVIDENCED CLERK

REVISED DATE: September 2014

REVIEW DATE: September 2014

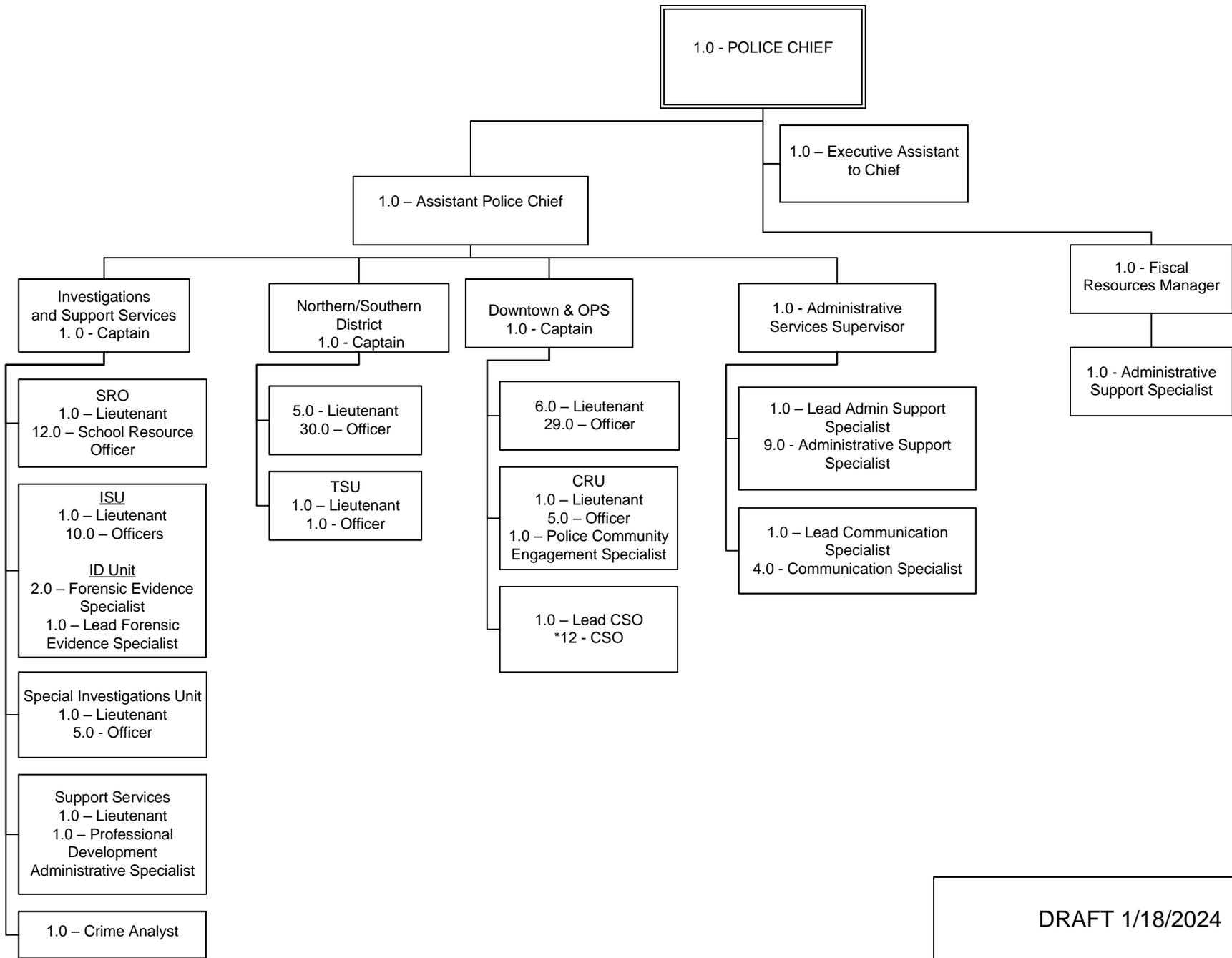
N = Never

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 type="checkbox"/>	<input checked="" type="checkbox"/>
2. Walking	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. Sitting	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" 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 checked="" 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 checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. Pushing est. wt.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. Pulling est. wt.	<input checked="" type="checkbox"/>	<input 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 type="checkbox"/>	<input checked="" 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 checked="" type="checkbox"/>	<input 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 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 type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
21. May use hands for grasping	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
22. May use hands for manipulation	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
23. May use hands for twisting of wrist	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
24. May use hands for flex. ext. of wrist	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
25. May use hands for reaching	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" 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 type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
28. Both hands required	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
29. Both legs required	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
30. Ability of rapid mental/muscular coordination simultaneously	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
31. Oral communication: speaks clearly in <input type="checkbox"/> Spanish <input type="checkbox"/> English <input type="checkbox"/> Hmong <input type="checkbox"/> Other:	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" 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 type="checkbox"/>	<input checked="" type="checkbox"/>
34. Specific visual requirements	Near: <input type="checkbox"/>		Far: <input type="checkbox"/>	
35. Depth perception	Yes <input type="checkbox"/>		No <input type="checkbox"/>	
36. Color vision: Distinguish basic shades	Yes <input type="checkbox"/>		No <input type="checkbox"/>	
37. Color vision: Distinguish basic colors	Yes <input type="checkbox"/>		No <input type="checkbox"/>	
38. Operation of crane, truck or motor vehicle	Yes <input type="checkbox"/>		No <input 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 type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
24. Work intensity: <input type="checkbox"/> sedentary <input type="checkbox"/> light <input type="checkbox"/> light/medium <input checked="" type="checkbox"/> medium <input type="checkbox"/> heavy Hours/day: Days/week: Days overtime/week: Varies				



DRAFT 1/18/2024

APPLETON HEALTH DEPARTMENT

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February 2, 2024

To: City of Appleton Board of Health
City of Appleton Finance Committee

From: Charles E. Sepers, Jr., Ph.D., M.P.H., Health Officer/Director

Subject: Request for Acceptance of Wisconsin BOTS Grant

I am writing to propose that our health department applies for, and accepts, the Wisconsin Bureau of Transportation Safety (BOTS) grant, a valuable opportunity to enhance child passenger safety within our community. The key aspects of this grant and its alignment with our public health goals are outlined below:

1. **Grant Overview:** The BOTS grant offers \$4000 for the federal fiscal year, dedicated to purchasing car seats for families in need. This grant is renewable annually, ensuring ongoing support for this critical initiative.
2. **Eligibility Criteria:** To qualify for a free car seat, families must meet the federal poverty level guidelines. However, it's important to note that all City of Appleton residents requiring assistance with child passenger safety will be supported, regardless of income. The poverty guidelines specifically apply to the provision of free car seats.
3. **Education and Safety:** A pivotal component of this program is the education provided to families on the correct use and installation of car seats. This training is conducted by a staff member who is a Certified Child Passenger Safety Technician, ensuring that families receive expert guidance.
4. **Evaluation and Feedback:** All participating families are required to complete a recipient survey form. This process is crucial for assessing the effectiveness of our educational efforts and making necessary improvements.
5. **Regional Adoption:** Several local health departments in the tri-county area already participate in this grant program, demonstrating its feasibility and success in neighboring communities.
6. **Program's Goal:** The primary objective of this initiative is to ensure that all child passengers are in the correct car seat, significantly reducing the risk of injury or fatality in the event of a crash.

In conclusion, the BOTS grant represents a strategic opportunity to bolster our community's health and safety infrastructure. By providing essential resources to families in need, we can significantly contribute to reducing child injuries and fatalities in vehicular incidents. I strongly recommend that we pursue this important funding and look forward to discussing this proposal further.

Sincerely,

Charles E. Sepers, Jr., Ph.D., M.P.H.
Health Officer/Director
Appleton Health Department