



City of Appleton

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

Meeting Agenda - Final Finance Committee

Monday, November 11, 2019

5:30 PM

Council Chambers, 6th Floor

1. Call meeting to order

2. Roll call of membership

3. Approval of minutes from previous meeting

[19-1689](#) Minutes from the October 21, 2019 Finance Committee meeting

Attachments: [MeetingMinutes21-Oct-2019-11-23-08.pdf](#)

4. **Public Hearings/Apearances**

5. **Action Items**

[19-1724](#) Request to approve payment to City Center West Condo Association for \$229,253 for replacement of chiller and electrical transformers and related 2019 budget amendment

Facilities Management Capital Projects Fund

City Center Chiller/Electrical Transformer Project	+\$229,253
Blue Ramp Demolition Project	-\$229,253

To transfer funds from the Blue Ramp project to the City Center condo improvements project (2/3 Council vote required)

Attachments: [2019 City Hall Condominium Improvements.pdf](#)

[19-1734](#) Request to award the City of Appleton "Police Station Light Fixture Replacement" purchase order to Crescent Electric Supply, Co. in the amount of \$43,761

Attachments: [2019 PD Light Fixtures.pdf](#)

[19-1726](#) Request to approve a 21' by 12' Easement with Wisconsin Electric Power Company for two (2) transformers and associated conduit, cable, etc. on parcel 31-2-0272-00 as shown on the attached exhibit.

Attachments: [WeEnergies Easement.pdf](#)

[19-1727](#) Request to approve Three Party Street Vacation Agreement for the Erb Street north of Michigan Street vacation.

Attachments: [Erb Street Three Party Agreement.pdf](#)

[19-1728](#) Request to approve Land Dedication Agreement with the Evers Family LTD Partnership for Sequoia Drive. In addition, add Sequoia Drive sanitary sewer to the 2020 Budget (page 509) and Sequoia Drive watermain to the 2020 Budget (page 487) as approved projects. No additional spending authority requested.

Attachments: [Evers - Land Dedication Agrm.pdf](#)

[19-1733](#) Request to award the Front-Load Recycling Disposal Contract to Advanced Disposal Services for an amount of \$12,612.

Attachments: [Recycling Disposal Recomm 2019.pdf](#)

[19-1725](#) Request to approve two-year extension of contract with CliftonLarsonAllen LLP for auditing services for the years ended December 31, 2019 and 2020 for \$76,500 and \$77,000, respectively.

Attachments: [Audit Services Extension 2019-2020.pdf](#)

[19-1690](#)

Request to enter into Intergovernmental Agreement with Appleton Area School District to borrow short term cash in an amount not to exceed \$17,500,000 from time to time as needed. The note shall be dated as of date of issuance, shall bear interest at the rate of 2% above the average Federal Funds rate from its dated date until paid; and shall mature no later than June 30, 2020. Interest on the note shall be paid at maturity or redemption.

Attachments: [AASD 2019-2020 Master Note Agreement.pdf](#)

[AASD 2019-2020 Bond Council Letter.pdf](#)

6. Information Items

7. Adjournment

Notice is hereby given that a quorum of the Common Council may be present during this meeting, although no Council action will be taken.

Reasonable Accommodations for Persons with Disabilities will be made upon Request and if Feasible.

Questions on agenda contact Director Saucerman at 920-832-6440.



City of Appleton

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

Meeting Minutes Finance Committee

Monday, October 21, 2019

5:30 PM

Council Chambers, 6th Floor

1. Call meeting to order

2. Roll call of membership

Present: 5 - Alderperson Lobner, Alderperson Siebers, Alderperson Croatt, Alderperson Martin and Alderperson Meltzer

3. Approval of minutes from previous meeting

[19-1498](#)

Finance Committee minutes from September 9, 2019, September 18, 2019 and October 16, 2019 meetings

Attachments: [MeetingMinutes09-Sep-2019-06-20-19.pdf](#)

[MeetingMinutes18-Sept-2019-06-21-30.pdf](#)

[MeetingMinutes16-Oct-2019-03-23-14.pdf](#)

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

Aye: 5 - Alderperson Lobner, Alderperson Siebers, Alderperson Croatt, Alderperson Martin and Alderperson Meltzer

4. **Public Hearings/Appearances**

5. **Action Items**

[19-1499](#)

Request to approve the 2020 Policy for Special Assessments

Attachments: [2020 Assessment Policy.pdf](#)

Alderperson Siebers moved, seconded by Alderperson Martin that the Report Action Item be recommended for approval. Roll Call. Motion carried by the following vote:

Aye: 5 - Alderperson Lobner, Alderperson Siebers, Alderperson Croatt, Alderperson Martin and Alderperson Meltzer

[19-1500](#)

Request to approve Finance Committee Report 4-P-19 for Storm Main Liner

Attachments: [Report 4-P-19.pdf](#)

Aldersperson Siebers moved, seconded by Aldersperson Lobner, that the Report Action Item be recommended for approval. Roll Call. Motion carried by the following vote:

Aye: 5 - Aldersperson Lobner, Aldersperson Siebers, Aldersperson Croatt, Aldersperson Martin and Aldersperson Meltzer

[19-1583](#)

Request approval to dispose of eight (8) Valley Transit buses

Attachments: [Bus Disposal.pdf](#)

Aldersperson Lobner moved, seconded by Aldersperson Siebers, that the Report Action Item be recommended for approval. Roll Call. Motion carried by the following vote:

Aye: 5 - Aldersperson Lobner, Aldersperson Siebers, Aldersperson Croatt, Aldersperson Martin and Aldersperson Meltzer

[19-1602](#)

Request to award contract to CleanPower to provide Janitorial services to all City of Appleton facilities/locations for the years 2020 - 2024. The annual contract amounts will be \$406,199 for 2020, \$406,199 for 2021, \$419,417 for 2022, \$419,417 for 2023 and \$419,417 for 2024

Attachments: [Housekeeping Contract 2020-2024.pdf](#)

Aldersperson Lobner moved, seconded by Aldersperson Martin, that the Report Action Item be recommended for approval. Roll Call. Motion carried by the following vote:

Aye: 5 - Aldersperson Lobner, Aldersperson Siebers, Aldersperson Croatt, Aldersperson Martin and Aldersperson Meltzer

[19-1603](#)

Request to approve Contract Amendment and Change Order No. 1 to contract 112-19 for Green and Yellow Parking Ramp Column and Beam Repairs for additional quantities of precast concrete patching and caulking of columns in the amount of \$4,290 resulting in a decrease in contingency from \$4,030 to \$0. Overall contract increases from \$30,898 to \$31,158

Attachments: [Parking Ramp Concrete Repairs - Change Order No.1.pdf](#)

Aldersperson Martin moved, seconded by Aldersperson Siebers, that the Report Action Item be recommended for approval. Roll Call. Motion carried by the following vote:

Aye: 5 - Aldersperson Lobner, Aldersperson Siebers, Aldersperson Croatt, Aldersperson Martin and Aldersperson Meltzer

[19-1609](#)

Resolution introduced by Alderpersons Schultz and Spears at the October 16, 2019 Common Council meeting relating to small cell wireless equipment:

#16-R-19

WHEREAS, small cell wireless equipment is designed to boost cellular service from the existing wireless carriers and will enable those carriers to implement 5G technology by placing these installations on existing streetlights and utility poles; and

WHEREAS, concerns have been raised about the health risks of 5G technology including small cell installations. Studies have linked low-level wireless radio frequency radiation exposures to adverse biological effects including DNA single and double strand breaks, oxidative damage, disruption of cell metabolism, increased blood brain barrier permeability, melatonin reduction disruption to brain glucose metabolism and generation of stress proteins. This list warrants additional scientific studies before residents are put at risk; and

WHEREAS, the health hazards of 5G technology have been intensely debated at the federal level before Congress and the Federal Communications Commission (FCC). There does not appear to be any widely accepted definitive scientific study that proves one way or the other whether small cell installations - emitting extremely high or "millimeter wave" frequencies above 24 GHz - may have an adverse health impact, though in 2011 the World Health Organization classified radio frequency radiation as a possible 2B carcinogen; and

WHEREAS, the only applicable FCC standards for radio-frequency radiation emissions were set in 1996 and did not consider the use of modern wireless equipment like small cells that will be located close to residences. Mere compliance with the FCC's outdated standards does not assure safety; and

WHEREAS, the State of Wisconsin has preempted local governments from regulating the installation of small cells as it relates to their potential health effects or proximity to residential areas; and

WHEREAS, the FCC adopted regulations in 2018 that are intended to facilitate the installation of 5G technology "underscore[ing] the FCC's commitment to ensuring that the United States wins the global race to 5G," as stated in the FCC Press Release dated September 26, 2018; and

WHEREAS, global communications and technological advancements are important components of the state and federal economy but need not come at the expense of the public's health. As the world's leading economy the United States can and should "win the global race" while protecting its residents from potential long term health effects that will only further harm the economy in the future; and

WHEREAS, the FCC's action allows private cell providers the right to put antennas and transmission control boxes on city-owned streetlight poles and privately-owned utility wood poles subject to only minimal limitations. This means that a 5G antenna could be mounted on the streetlight or utility pole in front of a resident's home, and there would be little the resident could do about it. Given the health concerns described above, the City believes this should cause great concern for all City residents; and

WHEREAS, the City of Appleton's **Health in All Policy** Ordinance states that Stakeholder engagement is essential for ensuring the Health and Well-being of our citizens when reviewing technology advancement and their potential health risks, and

WHEREAS, ~~we the undersigned~~ find it is in the best interest of the residents to urge the state and federal governments to initiate independent scientifically reliable studies of the health effects of small cell wireless and 5G technology on residential populations and develop guidelines for the installation of this technology that will protect the health and welfare of the public.

NOW, THEREFORE, BE IT RESOLVED; ~~The Mayor and the~~ City of Appleton hereby urge the state and federal governments to initiate independent scientifically reliable studies of the health effects of small cell wireless and 5G technology on residential populations and develop guidelines for the installation of this technology that will protect the health and welfare of the public.

BE IT FURTHER RESOLVED; The Common Council hereby directs the City Clerk to transmit a copy of this Resolution to all appropriate entities.

amend second last paragraph "strike mayor portion" by Lobner second by Meltzer approved 5-0

Aldersperson Meltzer moved, seconded by Aldersperson Martin, that the Report Action Item be recommended for approval. Roll Call. Motion carried by the following vote:

Aye: 4 - Alderperson Lobner, Alderperson Croatt, Alderperson Martin and Alderperson Meltzer

Nay: 1 - Alderperson Siebers

[19-1586](#)

Request authorization to engage outside counsel for assistance with current labor negotiations

Alderperson Lobner moved, seconded by Alderperson Meltzer, that the Report Action Item be recommended for denial. Roll Call. Motion carried by the following vote:

Aye: 5 - Alderperson Lobner, Alderperson Siebers, Alderperson Croatt, Alderperson Martin and Alderperson Meltzer

6. Information Items

[19-1585](#)

The Finance Committee will meet in closed session pursuant to Wisconsin Statutes §19-85(1)(c) and (e) to discuss the status of current labor negotiations and then reconvene into open session

Meeting went into Recess

Meeting Reconvened

[19-1501](#)

Contract 8-19 was awarded to Mincon, Inc for \$85,000 for Bridge Deck Sealing. Payments issued to date total \$50,116.28. Request final payment of \$24,264.94.

This contract was presented

[19-1582](#)

Contract 21-19 was awarded to Great Lakes TV Seal, Inc for \$25,000 for Chemical Root Foaming of Sanitary Sewers. No payments have been made. Request final payment of \$24,536.81

This contract was presented

[19-1588](#)

Contract 51-18 was awarded to Vinton Construction Co for \$194,870 with a contingency of \$14,615 for Briarcliff and Midway LS. Change orders were approved totaling \$3,322. Final contract amount is \$198,192. Payments issued to date total \$192,652. Request final payment of \$5,539.80

This contract was presented

[19-1502](#)

The following 2019 Budget adjustments were approved by the Mayor and Finance Director in accordance with Policy:

General Fund - Library

Other Reimbursements	+\$5,980
Library Administration	+\$5,980

to record WILS reimbursement for 2018 Demco fee

General Fund - Library

Donations	+\$9,500
Children's Services	+\$9,500

to record donation from BMO Harris for English Language Learner (ELL) Program

General Fund - Library

Reimbursements - Friends of the Library	+\$33,000
Library Administration	+\$5,300
Children's Services	+\$11,300
Public Services	+\$1,100
Community Partnerships	+\$9,000
Materials Management	+\$3,800
Network Services	+\$2,500

to record funds received from the Friends of the Appleton Public Library

General Fund - Fire Department

Donations	+\$1,750
Miscellaneous Equipment	+\$1,750

to record donation from Culver's and the Green Bay Packers for Class A dress uniform components

General Fund - Fire Department

Donations	+\$8,800
Miscellaneous Equipment	+\$8,800

to record donation from the Friends of the Appleton Fire Department for saunas at Stations 1 and 2

General Fund - Fire Department

Donations	+\$7,941
Miscellaneous Equipment	+\$7,941

to record donation of a portable radio

General Fund - Parks Department

Donations	+\$970
Miscellaneous Equipment	+\$970

to record donation from the Van Den Brandt family for a bench on the Telulah Trail

General Fund - Parks Department

Donations	+\$970
Miscellaneous Equipment	+\$970

to record donation form the Mary West family for a bench in Pierce Park

General Fund - Recreation Department

Donations	+\$2,310
Miscellaneous Equipment	+\$2,310

to record donation from Engage Orthodontics for sports equipment

Facilities Management Fund

Insurance Proceeds	+\$4,780
Building Repairs	+\$4,780

to record insurance proceeds for damage to a garage door at the Exhibition Center

This budget item was presented

[19-1589](#)

Contract 31-19 was awarded to Sommers Construction Co, Inc for the AWWTP Entrance Road and Gate Upgrades project in the amount of \$326,917 with a contingency of 12%. One change order was issued in the amount of \$16,160. Payments to date total \$209,085.33. Request to issue the final contract payment of \$133,991.94

Attachments: [2019 AWWTP Entrance Road and Gate Final Payment .pdf](#)

This contract was presented

[19-1584](#)

2020 Finance Department Budget

Attachments: [2020 Finance Budget.pdf](#)

This budget was presented

[19-1587](#)

2020 Risk Management Budget

Attachments: [2020 Risk Management.pdf](#)**This budget was presented**[19-1590](#)

2020 Facilities Management Budget and 2020 Facilities Capital Projects Fund Budget

Attachments: [2020 Facilities Management Budget.pdf](#)
[2020 Facilities Capital Projects Fund.pdf](#)**This budget was presented**[19-1604](#)

2020 Legal Services Budget

Attachments: [2020 Legal Services Budget.pdf](#)**This budget was presented.**

7. Adjournment

Alderson Siebers moved, seconded by Alderson Meltzer, that the meeting adjourn be approved. Roll Call. Motion carried by the following vote:**Aye:** 5 - Alderson Lobner, Alderson Siebers, Alderson Croatt, Alderson Martin and Alderson Meltzer



"...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, Director of Parks, Recreation and Facilities Management

Date: November 11, 2019

Re: Action: Approve payment to City Center West Condo Association for \$229,253 for the replacement of chiller and electrical transformers and related 2019 budget amendment.

City Hall is located within the City Center West building and the City of Appleton is one of five condominium owners. As a condominium owner, we are responsible for sharing the cost of capital improvements with the other owners. The capital plan for the City Center facility includes replacement of a chiller that has failed and replacing electrical transformers that are over 60 years old and are no longer reliable. The overall project cost for both items is \$623,362 including contingency. The City of Appleton's portion of the total project cost is \$229,253.

Pfefferle Management is responsible for the capital improvement program for the building and had prepared a Capital Improvement Budget Proposal and Summary in the Spring of 2019. Prior to work beginning, it is necessary that a majority of condominium owners agree to the project and related expenses. As of last week, a majority of other condominium owners had voted to proceed with this project.

These items are critical to the daily function of the facility, thus I recommend approval. Each of these pieces of equipment are a high priority to maintain a safe and fully functional building. Failure of these systems could result in considerable emergency repair costs and downtime for the occupants.

Funding will come from available budget surplus from the Blue Ramp Demolition project.

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."

**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: 11/11/2019

RE: Action: Award the City of Appleton "Police Station Light Fixture Replacement" purchase order to Crescent Electric Supply, Co. in the amount of \$43,761

The 2019 Capital Improvement Plan includes \$75,000 to replace the exterior lighting fixtures at the Police Station. Of that amount, \$4,780 has been utilized for professional services, leaving a balance of \$70,220 for construction. This request includes ordering replacement light fixtures for the exterior of the Police Station. The new LED lighting will reduce energy consumption, reduce ongoing maintenance costs, and provide more secure lighting around the exterior of the Police Station. PRFMD solicited quotes from four lighting distributors to direct purchase the fixtures only. The installation of the purchased fixtures will be part of another contract.

The quotes were received as follows:

Crescent Electric Supply Co. (low)	\$43,761
Viking Electric	\$44,000
Werner Electric	Did not propose
Greybar	Did not propose

The Parks, Recreation, and Facilities Management Department has reviewed the bids and recommends awarding a purchase order to Crescent Electric Supply Co. in the amount of \$43,761.

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



CUSTOMER WILL NOT BE ABLE TO BUILD ANYTHING OVER THE SECONDARY CABLE. EASEMENT IS REQUIRED WITH BACK OF THE TRANSFORMERS INTO THE PROPERTY.

CITY IS RESPONSIBLE FOR RESTORATION

4-4" IN DUCT
3-\$9
14'

54 1200A
3-800A CTS

44 1200A
3-800A CTS

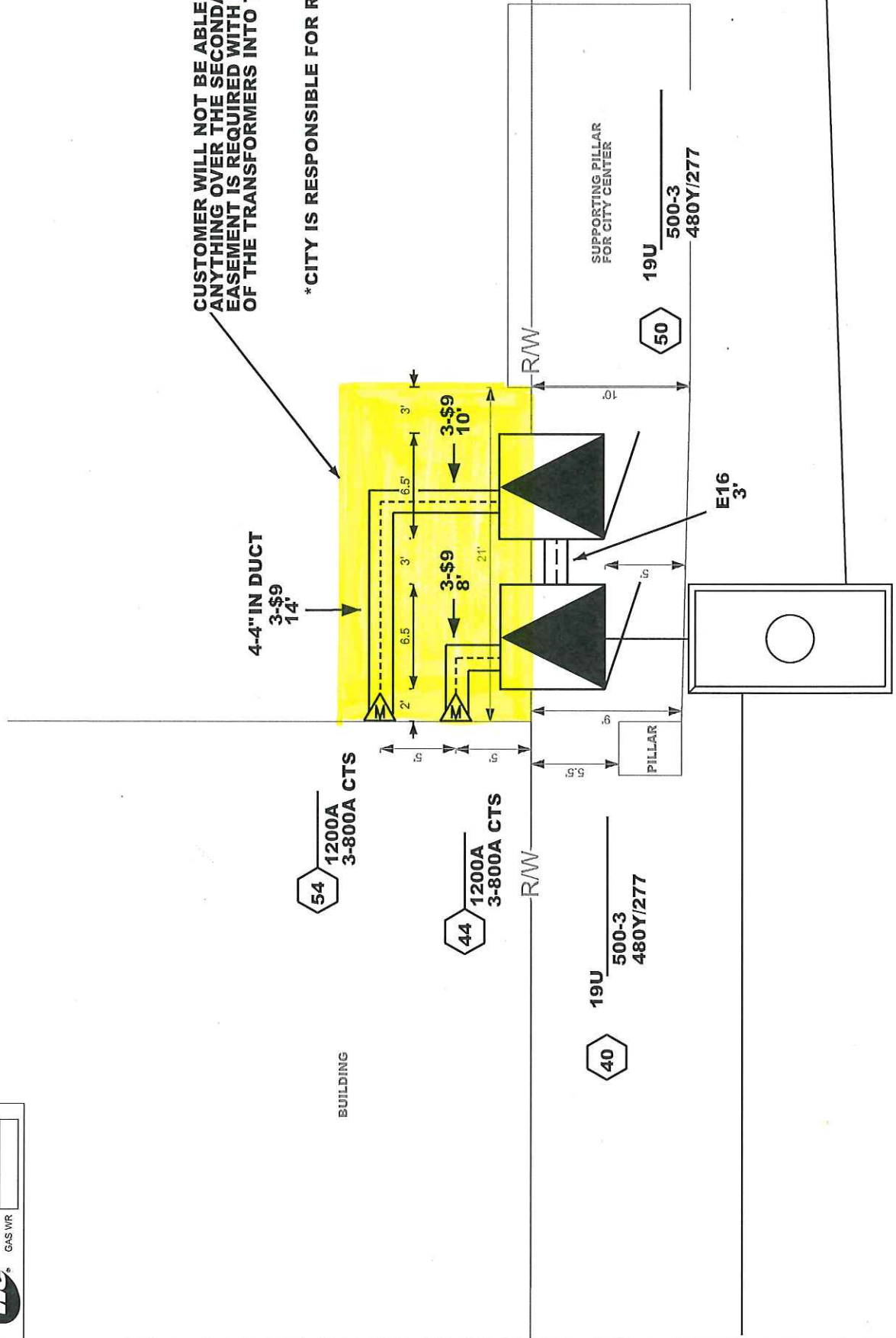
40 19U
500-3
480Y/277

50 19U
500-3
480Y/277

E16
3'

SUPPORTING PILLAR
FOR CITY CENTER

PILLAR



**DISTRIBUTION EASEMENT
UNDERGROUND**

Document Number

WR NO. 4387913 & 4422621 IO NO. 12596

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **CITY OF APPLETON, a Wisconsin municipal corporation**, hereinafter referred to as "Grantor", owner of land, hereby grants and warrants to **WISCONSIN ELECTRIC POWER COMPANY, a Wisconsin corporation doing business as We Energies**, hereinafter referred to as "Grantee", a permanent easement upon, within, beneath, over and across a part of Grantor's land hereinafter referred to as "easement area".

The easement area is described as **a strip of land Twelve (12) Feet in width, being part of Lot Two (2), Block 27, APPLETON PLAT**, according to the recorded Assessor's Map of said City; said land being more particularly described in that certain **Quit Claim Deed** recorded in the office of the Register of Deeds for Outagamie County in **J 5940, I 17, Document No. 876209**.

The location of the easement area with respect to Grantor's land is as shown on the attached drawing, marked Exhibit "A", and made a part of this document.

RETURN TO:
We Energies
PROPERTY RIGHTS & INFORMATION GROUP
231 W. MICHIGAN STREET, ROOM P129
PO BOX 2046
MILWAUKEE, WI 53201-2046

312027200
(Parcel Identification Number)

1. **Purpose:** The purpose of this easement is to construct, install, operate, maintain, repair, replace and extend underground utility facilities, conduit and cables, electric pad-mounted transformers, manhole, electric pad-mounted switch-fuse units, electric pad-mounted vacuum fault interrupter, concrete slabs, power pedestals, riser equipment, terminals and markers, together with all necessary and appurtenant equipment under and above ground as deemed necessary by Grantee, all to transmit electric energy, signals, television and telecommunication services, including the customary growth and replacement thereof. Trees, bushes, branches and roots may be trimmed or removed so as not to interfere with Grantee's use of the easement area.
2. **Access:** Grantee or its agents shall have the right to enter and use Grantor's land with full right of ingress and egress over and across the easement area and adjacent lands of Grantor for the purpose of exercising its rights in the easement area.
3. **Buildings or Other Structures:** Grantor agrees that no structures will be erected in the easement area or in such close proximity to Grantee's facilities as to create a violation of all applicable State of Wisconsin electric codes or any amendments thereto.
4. **Elevation:** Grantor agrees that the elevation of the ground surface existing as of the date of the initial installation of Grantee's facilities within the easement area will not be altered by more than 4 inches without the written consent of Grantee.
5. **Restoration:** Grantee agrees to restore or cause to have restored Grantor's land, as nearly as is reasonably possible, to the condition existing prior to such entry by Grantee or its agents. This restoration, however, does not apply to the initial installation of said facilities or any trees, bushes, branches or roots which may interfere with Grantee's use of the easement area.
6. **Exercise of Rights:** It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised until some time in the future, and that none of the rights herein granted shall be lost by non-use.
7. **Binding on Future Parties:** This grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.
8. **Easement Review:** Grantor acknowledges receipt of materials which describe Grantor's rights and options in the easement negotiation process and furthermore acknowledges that Grantor has had at least 5 days to review this easement document or voluntarily waives the five day review period.

9. **Indemnification:** Grantee shall indemnify and hold Grantor harmless from and against any and all liability for personal injuries, property damages, or loss of life resulting from, or any way connected with the condition or use of the above-described land or any mean of ingress to or egress from such land except liability caused solely by the negligence of the Grantor.

The grant of this Easement to place certain facilities in the property belonging to the Grantor is conditioned upon Grantee obtaining all permits, licenses, franchises and permission required under federal, state or local law prior to the commencement or the use of the facilities to provide any video programming or other programming services, as those terms are defined by 47 U.S.C. Section 522, as amended, to subscribers in the City. Further, Grantees agree they will not use the facilities as part of a network occupying the public right-of-way for the provision to subscribers in the city of video programming or other programming service, as those terms are defined in 47 U.S.C. Section 522, as amended, unless they provide the city Clerk 30 days prior written notice. The granting of this Easement shall not constitute nor be construed as a grant of any permit, license, franchise or permission otherwise required under federal, state or local law.

Grantor:

CITY OF APPLETON, a Wisconsin municipal corporation

By: _____
Timothy M. Hanna, Mayor

By: _____
Kami Lynch, City Clerk

Personally came before me in _____ County, Wisconsin on _____, 2019,
the above named Timothy M. Hanna, Mayor, and Kami Lynch, City Clerk, of the CITY OF APPLETON, a Wisconsin
municipal corporation, for the municipal corporation, by its authority.

Notary Public Signature, State of Wisconsin

Notary Public Name (Typed or Printed)

(NOTARY STAMP/SEAL)

My commission expires _____

This instrument was drafted by Emily Iacchei on behalf of Wisconsin Electric Power Company, PO Box 2046, Milwaukee, Wisconsin 53201-2046.

**Three Party Street Vacation Agreement
Erb Street north of Michigan Street
City of Appleton – R Lewis & R Lewis, LLC - Nonn**

WHEREAS, the City of Appleton, hereinafter "City", desires to vacate that portion of Erb Street north of Michigan Street; and.

WHEREAS, R Lewis and R Lewis, LLC, hereinafter "Lewis", desire to support said street vacation; and

WHEREAS, Amber Nonn and Mitchell Nonn, hereinafter "Nonn", desire to support the vacation of Erb Street and the disposition of property as a result of said vacation;

NOW, THEREFORE, IT IS HEREBY AGREED among the parties as follows:

City shall undertake the following:

1. City shall vacate Erb Street north of Michigan Street located in the city of Appleton and retain all necessary utility easements.
2. City shall replace the sanitary sewer and watermain in this section of Erb Street by December 31, 2019.
3. City shall delete the addition of any storm main in this section of Erb Street as originally planned for 2019.
4. City shall continue snow plowing this section of Erb Street through March 2020.
5. City shall remove all pavement from said vacation and pave a 16-foot wide driveway extension from the existing driveway at an agreed location between the City and Nonn family in 2020.
6. City shall install topsoil and seed on the remaining area not paved for the driveway, and vacated by said street vacation in 2020. Timing of said work shall be coordinated with Nonn Family and in accordance with a drainage plan that will be developed by the City.
7. City shall remove the existing guardrail at the north end of Erb Street in 2020.
8. At a point in the future, as determined by the City, modify the Erb/Michigan intersection based on said street vacation.

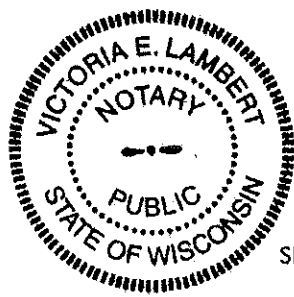
Dated this 4 day of October, 2019

R Lewis and R Lewis, LLC

By: <u>Rebecca L. Verheyden</u>	By: <u>N/A</u>
Printed Name: <u>Rebecca Lewis-Verheyden</u>	Printed Name: <u>N/A</u>
Title: <u>President</u>	Title: <u>N/A</u>

STATE OF WISCONSIN)
 : ss.
 BROWN COUNTY)

Personally came before me on Oct 4 2019, the above-named Rebecca L Verheyden and N/A, to me known to be the persons who executed the foregoing instrument and acknowledge the same.



Victoria E Lambert
 Printed Name: Victoria E Lambert
 Notary Public, State of Wisconsin
 My commission is/expires 07/01/2022

SIGNATURES CONTINUE ON THE FOLLOWING PAGE

Dated this 17th day of October, 2019

By: Amber Nonn
Amber Nonn

By: Mitchell Nonn
Mitchell Nonn

STATE OF WISCONSIN)
 : ss.
OUTAGAMIE COUNTY)

Personally came before me on 10/17/19, the above-named Amber Nonn and Mitchell Nonn, to me known to be the persons who executed the foregoing instrument and acknowledge the same.

Steven J. Everts
Printed Name: STEVEN J. EVERTS
Notary Public, State of Wisconsin
My commission is/expires 2/16/21

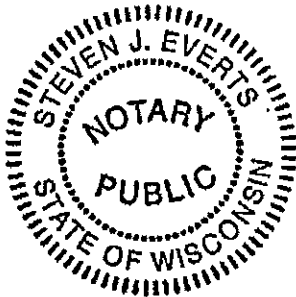
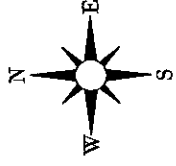
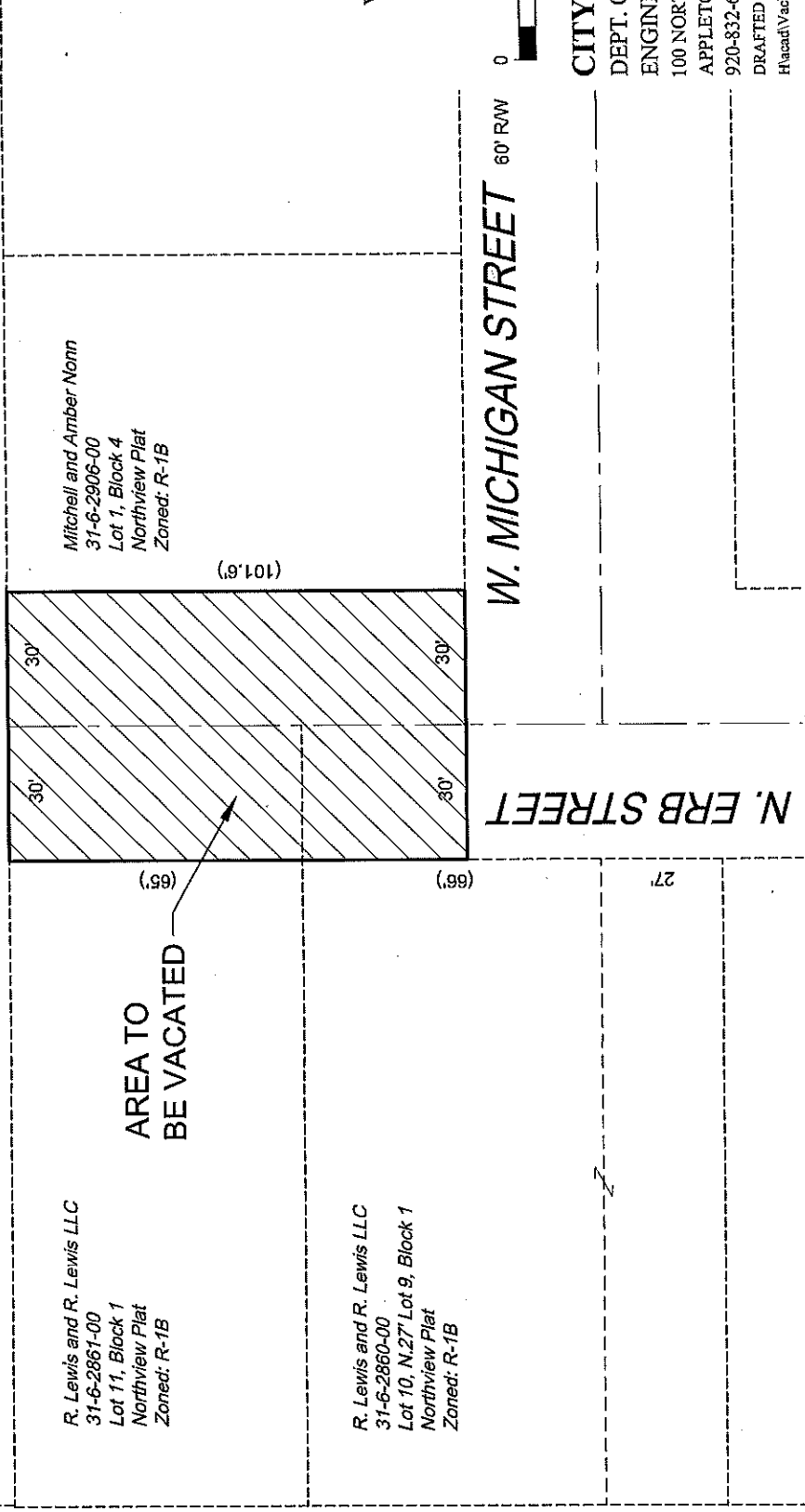


EXHIBIT "A"

ERB STREET VACATION

R. Lewis and R. Lewis LLC
 31-6-7704-00
 Lot 2, CSM #1926, Zoned: C-2



CITY OF APPLETON
 DEPT. OF PUBLIC WORKS
 ENGINEERING DIVISION
 100 NORTH APPLETON STREET
 APPLETON, WI 54911
 920-832-6474
 DRAFTED BY: T. KROMMM
 Hvacad\Vac2019\Erb_Street_1029_2019

**LAND DEDICATION AGREEMENT
EVERS DEVELOPMENT**

This Agreement is made by and between the Evers Family LTD Partnership (“Evers”) and the City of Appleton (“City”).

WHEREAS, Evers is the owner of certain lands; and

WHEREAS, the City and Evers desire to set forth their respective duties and responsibilities with respect to the development of the land and construction of Sequoia Drive; and

NOW THEREFORE, in consideration of the mutual promises herein contained, the parties agree as follows:

1. CITY

1.1 City shall be responsible for the installation of sanitary sewer, storm sewer and watermain in the Sequoia Drive right-of-way in 2020 as indicated by area “1” on the attached Exhibit A. The properties adjacent to Sequoia Drive shall not be assessed by the City for any costs for the installation of sanitary sewer, storm sewer or watermain infrastructure within the right-of-way of Sequoia Drive.

1.2 If area “2” is served by City, then City shall be responsible for the installation of sanitary sewer on the Evers property outside of Sequoia Drive as indicated conceptually by area “2 ROW” on attached Exhibit A, as deemed necessary by the City to serve the area east of the quarry and at a mutually agreed upon date. Costs to be recovered through connection fees at the time of development per the Assessment Policy in effect at the time of development.

1.3 City shall construct Sequoia Drive from the North Edgewood Estates Development to Broadway Drive with grade, gravel and temporary asphalt pavement in 2020 as indicated by area “1” on attached Exhibit A. The properties adjacent to Sequoia Drive shall not be assessed by the City for any costs for the grade, gravel and temporary asphalt to construct Sequoia Drive.

1.4 City shall construct a stormwater pond sized to address stormwater management water quality and peak flow control for Sequoia Drive and Evers property between the quarry and Sequoia Drive on land south of the Evers property.

1.5 City shall assess for concrete pavement and sidewalk installation when such construction occurs, according to the City's Special Assessment Policy in effect at the time of construction. Concrete street paving will not be installed until over 75% of the developable lots abutting the street have homes constructed on them.

2. EVERS

2.1 Evers shall dedicate all land necessary for the 70' right-of-way extension of Sequoia Drive as indicated by area "1" on attached Exhibit A. Dedication of said land shall be at no cost to the City.

2.2 Evers shall grant to the City all easements necessary to construct stormwater conveyance to stormwater pond referenced in Section 1.4, as deemed necessary by the City.

2.3 If area "2" is served by the City, then Evers shall dedicate to the City all land necessary for the City to construct sanitary sewer outside of Sequoia Drive right-of-way as indicated conceptually by area "2 ROW" on attached Exhibit A, as deemed necessary to facilitate development of the Evers property east of the quarry.

2.4 Evers shall pay for any and all costs associated with constructing an additional stormwater pond to serve land beyond that outlined in section 1.4 above.

2.5 Evers shall pay all costs associated with sanitary laterals, storm laterals and water services necessary to serve any development adjacent to Sequoia Drive. Upon request by Evers the City could install laterals in conjunction with work described in sections 1.1 and 1.2 above with all costs paid by Evers at the time of installation.

2.6 Evers shall annex all property per for the Appleton/Little Chute Boundary Agreement as land is platted for development.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

EVERS FAMILY LTD PARTNERSHIP

By: _____
Printed Name: _____
Title: _____

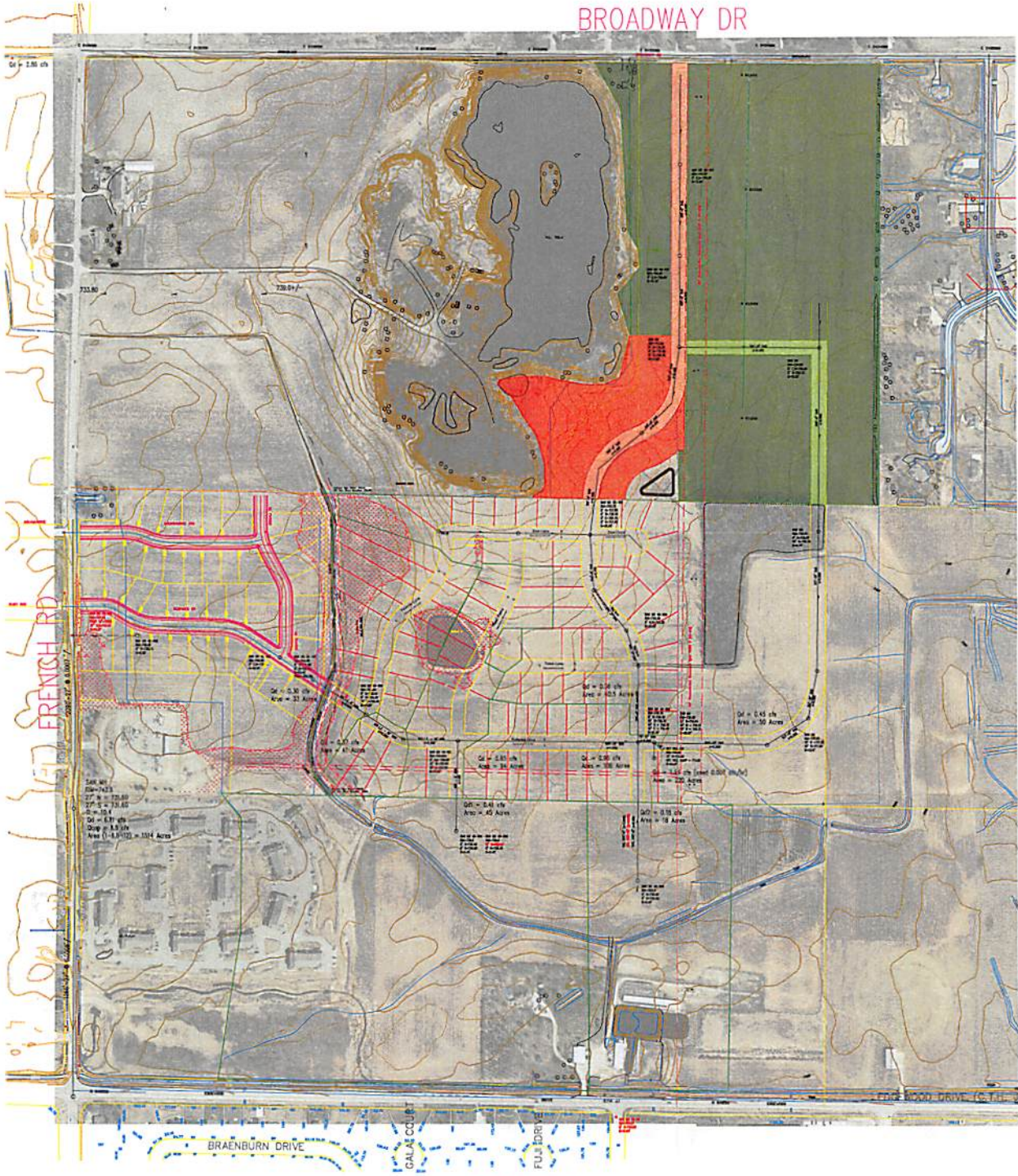
By: _____
Printed Name: _____
Title: _____

STATE OF WISCONSIN)
 : ss.
_____ COUNTY)

Personally came before me this _____ day of _____, 2019,
_____ and _____, to me known to
be the persons who executed the foregoing instrument and acknowledged the same in the
capacity and for the purposes therein intended.

Printed Name: _____
Notary Public, State of Wisconsin
My commission is/expires: _____

BROADWAY DR



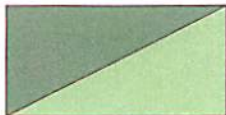
LEGEND

AREA 1 DEVELOPMENT



AREA 1 ROW

AREA 2 DEVELOPMENT



AREA 2 ROW

EXHIBIT "A"



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

FINANCE DEPARTMENT
100 N. APPLETON STREET
APPLETON, WI 54911

MEMO

To: Chairperson Christopher Croatt and Members of the Finance Committee

From: Jeff Fait, Purchasing Manager

Date: November 7, 2019

Re: Recommendation to Award Contract for Front-Load Recycling Disposal to Advanced Disposal Services

Background

Earlier this year, Council approved the elimination of commercial recycling pickup by the City's Sanitation division. As a result, the City needs to contract for this service for 19 City sites. Commercial contractors in the area perform this service using primarily front-load trucks and metal dumpsters.

RFQ Process and Contract Details

A Request For Quotations (RFQ) was issued to the three known regional providers of this service. Quotes were received from Advanced Disposal (Chilton) and Waste Management (Green Bay). Projected annual costs are \$10,452 (Advanced Disposal) and \$11,760 (Waste Management). The anticipated contract is for a base period of four (4) years, with a possible two-year extension period available at the option of the City. This will align the new contract with our current contract for front-load trash pickup, so the two requirements can be combined in the future.

Exception Required

The Library generates approximately 5 cubic yards of dense, heavy paper recycling per week, collected throughout the building in up to 14 - 95 gal. blue recycling carts. These are wheeled to the curb weekly for side-load pickup. Emptying these carts (up to 300 lbs. each) into a 6 yard dumpster placed at the south edge of the parking lot, even using smaller containers, is completely impractical.

Proposing contractors were asked for solutions to this problem. The sole response was received from Advanced Disposal. They have limited side-load capacity that

they would use to service the current 95 gal. carts for the Library only. The additional cost for this is \$2,160 annually, bringing their total to \$12,612 annually.

Conclusion

Since Advanced Disposal offered the only viable solution for service at the Library, and their total pricing for the remainder of the the City sites is lowest, I recommend and request approval of this contract award to Advanced Disposal Services.

If you have any questions regarding this recommendation, please contact Jeff Fait at 832-6311. Thank you for your consideration.



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

To: Finance Committee
From: Tony Saucerman, Finance Director
Date: November 11, 2019
Re: Request to approve two-year extension of contract with CliftonLarsonAllen LLP to provide annual audit services for the years ended December 31, 2019 and 2020

In response to an RFP issued in August, 2016, a contract was approved by Council on November 16, 2016 to be awarded to Schenck SC to provide annual audit services to the City for the years ended December 31, 2016, 2017 and 2018. Included in the contract was a provision to extend the contract an additional two years at the willingness of both parties. Based on the professionalism, thoroughness, and efficiency during the audits displayed by staff from Schenck (who subsequently merged with CliftonLarsonAllen in 2018) over the past three years, I am requesting approval to extend the contract through the 2020 audit. Proposed fees for services were/are as follows:

2016	\$73,000
2017	\$74,500
2018	\$75,900
Extension requested:	
2019	\$76,500
2020	\$77,000

Please feel free to contact me at 832-6440 with any questions, or by email at tony.saucerman@appleton.org.

EXHIBIT A-1

UNITED STATES OF AMERICA
STATE OF WISCONSIN
CALUMET, OUTAGAMIE, WINNEBAGO COUNTIES
SCHOOL DISTRICT OF APPLETON AREA

TAXABLE TAX AND REVENUE ANTICIPATION PROMISSORY NOTE

DATED October 28, 2019

MASTER NOTE

For value received, the School District of Appleton, Wisconsin (the "District") hereby acknowledges itself to owe and promises to pay in lawful money of the United States of America to the City of Appleton, Wisconsin, or registered assigns (the "Purchaser"), on or before June 30, 2020, the sum of not to exceed SEVENTEEN MILLION FIVE HUNDRED THOUSAND DOLLARS (\$17,500,000) (but only so much as shall have been advanced and outstanding) together with interest on the unpaid principle balance from the respective dates the outstanding principle amounts were advanced at the rate of 2% above the average federal funds rate from its dated date until paid; and shall mature no later than June 30, 2020. Disbursements of the proceeds of this Note shall be made by the Purchaser to the District within two (2) business days after the receipt of one or more Disbursement Notes in the form attached hereto as Exhibit B-1. The Purchaser shall record such format shown on the attached Exhibit C-1.

The principle and interest on this Note will be paid by the District Clerk or District Treasurer at the City office: 100 N. Appleton Street, Appleton, Wisconsin 54911. Interest shall be paid on a 30/360 day basis at maturity.

This Note is prepayable by the District at any time.

This Note is issued pursuant to Section 67.12(8)(a)1, Wisconsin Statutes, for the public purpose of paying the immediate expenses of operating and maintaining the public instruction in the District during the current school year; does not exceed one half of the estimate receipts for the operation and maintenance of the District for the current school year and shall not extend beyond June 30, 2020 of the next school year as authorized by a resolution of the governing body of the District duly adopted at a lawful open meeting held on October 28, 2019. Said resolution is recorded in the official minutes of said governing body for said date.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Note have been done, have existed and have been performed in due form and time; that the aggregate indebtedness of the District, including this Note and others issued simultaneously herewith, does not exceed any limitation imposed by law or the Constitution of the State of Wisconsin; and that the District has irrevocably pledged taxes heretofore levied and other revenues, including state aids, sufficient to pay this Note, together with interest thereon, when and as payable.

IN WITNESS WHEREOF, the District, by its governing body, has caused this Note to be executed by its duly qualified officers and to be sealed with its official or corporate seal, if any, as of the day and year first above written.

By: Kay S. Eggert
Kay S. Eggert, District President

(SEAL)

And: Barry P. O'Connor
Barry P. O'Connor, District Clerk
City Law A17-0618



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

LEGAL SERVICES DEPARTMENT

Office of the City Attorney

100 North Appleton Street

Appleton, WI 54911-4799

Phone: 920/832-6423

Fax: 920/832-5962

October 31, 2019

Re: Appleton Area School District
Calumet, Outagamie and Winnebago Counties, Wisconsin ("Issuer")
\$17,500,000 Taxable Tax and Revenue Anticipation Promissory Note,
dated October 28, 2019 ("Note")

We have acted as bond counsel to the Issuer in connection with the issuance of the Note. In such capacity, we have examined such law and other certified proceedings, certifications, and other documents as we have deemed necessary to render this opinion.

Regarding questions of fact material to our opinion, we have relied on the certified proceedings and other certifications of public officials and others furnished to us without undertaking to certify the same by independent investigation.

We certify that we have examined a sample of the Note and find the same to be in proper form.

Based upon our examination, it is our opinion under existing law that:

1. The Note has been duly authorized by the Issuer and, when issued, would be a valid and binding special obligation of the Issuer.
2. The interest on the Note is included for federal income tax purposes in the gross income of the owners of the Note.

We express no opinion regarding the accuracy, adequacy, or completeness of any other offering material relating to the Note. Further, we express no opinion regarding tax consequences arising with respect to the Note other than as expressly set forth herein.

This opinion is not intended to be used, and cannot be used, to avoid federal tax penalties.

The rights of the owners of the Note and the enforceability thereof may be subject to bankruptcy, insolvency, reorganization, moratorium and similar laws affecting creditors' rights and may be subject to the exercise of judicial discretion in accordance with general principles of equity, whether considered at law or in equity.

This opinion is given as of the date hereof, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention, or any changes in law that may hereafter occur.

Sincerely,

James P. Walsh
City Attorney

James P. Walsh
City Attorney

Christopher R. Behrens
Deputy City Attorney

Amanda Abshire
Assistant City Attorney

Darrin M. Glad
Assistant City Attorney