



FOX CITIES
GREATER APPLETON WISCONSIN

April 20, 2015

Ms. Karen Harkness
Director of Community & Economic Development
City of Appleton
100 North Appleton St.
Appleton WI 54911

Dear Karen,

Thank you for your final submission for grant funds for the Fox Cities Expo Center Inc. design. We are pleased that all contingencies have been met for this project.

I appreciate your facilitating a discussion with a representative from Boldt regarding the invoicing on this project. The discussion clarified our understanding of the vendors involved in doing the work on this project, specifically that Boldt was asked to provide some services and handle the billing at the request of designel, llc, after those principals left Zeidler partnership.

Given that knowledge, the final grant payout will be \$246,959.93.

Per your request, the grant funds will be paid out electronically. Our contact at Thrivent Trust Company indicated the funds would be transferred by Thursday, April 23, 2015.

Please let me know of any questions,

Regards,
Pam

Pam Seidl
Executive Director

Fox Cities Convention & Visitors Bureau

3433 W. College Ave. • Appleton, WI 54914-3919 • Phone (920) 734-3358 • Fax (920) 734-1080

foxcities.org



The Boldt Company
2525 N Roemer Road
P.O. Box 419
Appleton, WI 54912-0419

920-739-6321 phone
www.boldt.com

April 11, 2015

Ms. Pam Seidl
Executive Director, Fox Cities Convention & Visitors Bureau
3433 West College Avenue
Appleton, WI 54914

Re: Fox Cities Exhibition Center Design Services Review Follow-up

Dear Pam,

Thank you for meeting with Dave Sachs of Boldt on Monday, April 6, 2015 to discuss the Fox Cities Convention & Visitors Bureau Grant for conceptual design services. Dave has asked me to respond to you via this letter to summarize the meeting discussion topics.

1. When the initial request for design services was made Boldt reviewed conceptual design proposals from three (3) firms. The outcome of this review process was that we felt the proposal of Zeidler best met the professional requirements of this effort. Zeidler's proposed project team was led by Gino Desantis. Gino was the lead Architect on the Fox Cities Performing Arts Center. Based upon this past connection with our community, and Zeidler's professional background with convention centers, we selected Zeidler as our partner for this effort. A contract was then executed with Zeidler. Under this agreement Zeidler would provide conceptual architectural space programming services with Boldt providing drawing design development and technical engineering support for electrical, mechanical and structural design.
2. After execution of the contract with Zeidler we were notified that Gino Desantis and key members of the project team were no longer with Zeidler. The project team was reinitiated as Designel with Gino as a majority partner. Gino Desantis and Designel requested that invoicing for the project team be through Boldt. This invoicing relationship was then maintained from project initiation through completion.
3. The professional services provided, and ultimately invoiced, under this contract were for professional conceptual design services only. The services we provided under this contract included:
 - Space programming and requirements analysis
 - Space programming final study report (88 pages)
 - Food service concept evaluations
 - Circulation analysis
 - User group meetings to obtain requirements and needs
 - Site survey and planning
 - Schematic site plans

- Site soil analysis to determine structural bearing capacity
- Floor plans of the link
- Floor plans of the hotel
- Floor plans of the convention center
- Contour plan
- Facility modeling and option analysis
- Hotel link circulation study
- Infrastructure requirements analysis
- Definition of requirements on a room by room basis
- Utility planning meetings with providers (i.e. WE Energies, etc.)
- Conceptual structural evaluation
- Conceptual electrical evaluation
- Conceptual mechanical/HVAC evaluation
- Exterior elevations
- Final rendering development and presentation

4. When we were given a verbal authorization to proceed we began conceptual design activities to meet project milestone requirements. There was a time delay of a few weeks from the time that the authorization to proceed was given and official contract signing took place. It is not uncommon for us to get started when working with people we trust in order to keep design deliverables on schedule.

Please let me know if there is additional information required. My direct dial office phone is 920-225-6137. We look forward to continuing our close relationship with both the Fox Cities Convention & Visitors Bureau and the City of Appleton on this important project for the Fox Cities area.

Sincerely,



Douglas Haas, AIA
Director, Design Services

Cc: Karen Harkness, Tom Boldt, Walt Rugland, Dave Sachs, John Lawson

Bill of Sale and Assignment of Contract Rights

1. **Sale and Transfer of Assets and Contract Rights.** For good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, and as contemplated by that certain Payment of grant funds from the City of Appleton and the Fox Cities Convention and Visitors Bureau to the Fox Cities Exhibition Center, Inc., to be transmitted to Community First Credit Union in satisfaction of the debt of Fox Cities Exhibition Center, Inc., which loan proceeds (the "Payment") were paid to The Boldt Company (the "Assignor"), to which the City of Appleton, a Wisconsin municipality (including the Appleton Redevelopment Authority) (the "Assignee"), is a beneficiary, Assignor hereby sells, transfers, assigns, conveys, grants and delivers to Assignee, all of Assignor's right, title and interest in and to all of the assets (the "Assets") and contract rights ("Rights") described on Schedule A attached hereto (collectively, the Assets and the Rights being referred to as the "Transferred Items").
2. **Further Actions.** Assignor covenants and agrees to warrant and defend the sale, transfer, assignment, conveyance, grant and delivery of the Transferred Items hereby made against all persons whomsoever, to take all steps reasonably necessary to establish the record of Assignee's title to the Transferred Items and, at the request of Assignee, to execute and deliver further instruments of transfer and assignment and take such other action as Assignee may reasonably request to more effectively transfer and assign to and vest in Assignee each of the Transferred Items, all at the sole cost and expense of Assignor.
3. **Assignee's Use.** The Assignee's use of the Transferred Items without Assignor's involvement is at Assignee's sole risk.
4. **Power of Attorney.** Without limiting Section 2 hereof, Assignor hereby constitutes and appoints Assignee the true and lawful agent and attorney in fact of Assignor, with full power of substitution and resubstitution, in whole or in part, in the name and stead of Assignor but on behalf and for the benefit of Assignee and its successors and assigns, from time to time:
 - (a) to demand, receive and collect any and all of the Transferred Items and to give receipts and releases for and with respect to the same, or any part thereof;

of _____, 2015.

ASSIGNOR :

By: *John P. Houser*

SCHEDULE A

Description of Assets and Contract Rights

All rights, licenses and any work accomplished, directed, coordinated or provided to The Boldt Company by any third party who performed work related to the Fox Cities Exhibition Center in accordance with the terms, conditions and obligations set forth in the Preliminary Design-Build Agreement Between Owner and Design-Builder entered into on January 9, 2012 by and between Fox Cities Exhibition Center, Inc. and The Boldt Company, the terms, conditions and obligations of which are incorporated herein by reference.

WAIVER OF LIEN

Date: 5/4/15

For Value Received, THE BOLDT COMPANY and its subsidiary, Boldt Technical Services, hereby waive all rights and claims for lien on land and on buildings to be planned, developed, approved, programmed, designed, erected,

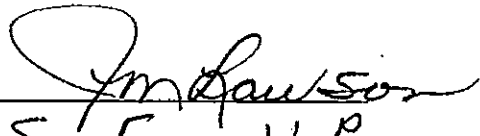
for: City of Appleton, Fox Cities Exhibition Center, Inc., Outagamie County, Appleton Redevelopment Authority and all other parties who have had or will have an interest in the subject property

by: The Boldt Company and its subsidiary, Boldt Technical Services

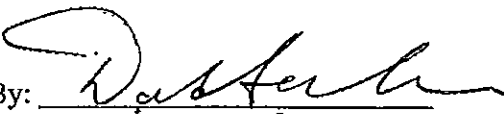
for: design and programming work related to the Fox Cities Exhibition Center, the same being situated in: Outagamie County, State of Wisconsin, and described as the corner of W. Lawrence St. and S. Elm St., Appleton, WI 54911, and shown on the attached tax parcel map, for all labor performed and for all material furnished for the programming, design estimating or any other work related to the property.

The Boldt Company and its subsidiary, Boldt Technical Services, acknowledge and agree that the payment of \$246,959.93 is in full and final satisfaction of all work related to the project known as the Fox Cities Exhibition Center.

THE BOLDT COMPANY

By: 
Title: Sr. Exec. V.P.

BOLDT TECHNICAL SERVICES

By: 
Title: Vice President

Tony Saucerman

From: Pam Seidl [mailto:pseidl@foxcities.org]
Sent: Wednesday, March 25, 2015 1:58 PM
To: Karen Harkness
Subject: Re: Grant Payment - Electronic Info Needed

Hi Karen,

I would be fine with the City of Appleton paying the funds directly to CFCU at the request of FCEC.

Pam

Pam Seidl
Executive Director
Fox Cities Convention & Visitors Bureau
(920) 734-3358



On Wed, Mar 25, 2015 at 12:52 PM, Karen Harkness <Karen.Harkness@appleton.org> wrote:

Thanks Pam. I have forwarded the needed information to transfer the funds to Tony Saucerman, Director of Finance.

This morning Walt Rugland asked if the City could send the funds directly to Community First Credit Union who is carrying the 0% \$250,000 loan taken out by the FCEC Board to complete the design work. I confirmed with Tony, from a financial perspective, that if Walt sent an email or letter stating that it was his desire, as chairman of the FCEC Board, that the City could then pay the loan directly to Community First Credit Union (CFCU).

I would also ask the CVB to send an email or letter stating they were fine with the City paying CFCU directly since the grant states a different process. Would you have any concerns with this action?

K*