



City of Appleton

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

Meeting Agenda - Final-revised Common Council

Wednesday, February 3, 2016

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. PUBLIC PARTICIPATION
- G. APPROVAL OF PREVIOUS COUNCIL MEETING MINUTES
[16-161](#) Common Council Meeting Minutes of January 20, 2016

Attachments: [CC Minutes 01-20-2016.pdf](#)

- H. BUSINESS PRESENTED BY THE MAYOR
[16-163](#) Presentation of Proclamation declaring the Marigold as the Official Flower of the City of Appleton.

- I. PUBLIC HEARINGS
- J. SPECIAL RESOLUTIONS
- K. ESTABLISH ORDER OF THE DAY
- L. COMMITTEE REPORTS
- 1. MINUTES OF THE MUNICIPAL SERVICES COMMITTEE

- [16-104](#) Award of 2016 Materials Testing Contract (M-16) to OMNNI Associates, Inc. in an amount not to exceed \$75,000.

Attachments: [Award of 2016 M-16.pdf](#)

Legislative History

1/26/16	Municipal Services Committee	recommended for approval
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- [16-105](#) Approve amendment No. 6 to the State/Municipal Agreement for the Prospect Avenue Bridge over Jackman Street Project for additional design engineering and plan preparation of a new retaining wall located at the southeast corner of the bridge in an amount not to exceed \$22,554.90 (City share \$4,510.98)

Attachments: [State-Municipal Agreement for Prospect Bridge .pdf](#)

Legislative History

1/26/16	Municipal Services Committee	recommended for approval
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- [16-106](#) Approve request from Appleton Downtown Inc. for a sidewalk occupancy permit to hold a Sidewalk Sale on Saturday, May 7, 2016 from 10:00 a.m. to 3:00 p.m. in accordance with the College Avenue Sidewalk Sale Permit Policy.

Attachments: [ADI Sidewalk Sale.pdf](#)

Legislative History

1/26/16	Municipal Services Committee	recommended for approval
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- [16-107](#) Approve Six-Month Trial Period for proposed parking change on W. Summer Street.

Attachments: [Proposed parking change on W. Summer St.pdf](#)

Legislative History

1/26/16	Municipal Services Committee	recommended for approval
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- [16-140](#) Approve 2016 Sole Source Purchasing Request for various traffic equipment and technologies.

Attachments: [2016 Sole Source Purchasing Report.pdf](#)

Legislative History

1/26/16	Municipal Services Committee	recommended for approval
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2. MINUTES OF THE SAFETY AND LICENSING COMMITTEE

[15-1953](#)

#16-R-15/Lobner

WHEREAS secondhand dealers allow our residents access to necessities, clothing, entertainment and more that they might not be able to find or afford elsewhere.

AND WHEREAS the City of Appleton currently requires secondhand dealers to hold purchased items for a minimum of 21 days before allowing them to be resold.

AND WHEREAS Wisconsin State Statute 134.71 allows municipalities to reduce that holding period to seven days if daily reports of purchased items are submitted electronically.

AND WHEREAS municipalities both within the Fox Valley and around the state have reduced their waiting period to seven days, putting current and prospective secondhand businesses in the City of Appleton at a potential competitive disadvantage.

THEREFORE BE IT RESOLVED that the City of Appleton shall adopt electronic reporting of secondhand purchases and reduce the holding period to seven days, pursuant to State Statute 134.71.

Legislative History

12/2/15	Safety and Licensing Committee	held
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12/2/15	Common Council	held
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12/9/15	Safety and Licensing Committee	held
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Ald. Konetzke suggests notifying the current secondhand dealers in the City to advise that we're examining revising the ordinance.

Ald. Konetzke motions to hold until the January 13th meeting to allow for these businesses to be notified of the proposed change.

1/13/16	Safety and Licensing Committee	amended
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1/13/16	Safety and Licensing Committee	recommended for denial
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[16-049](#)

Secondhand Article Renewal application of The Attique Resale, James A. Boylan, Applicant, 415 N. Oneida St., contingent upon approval from all departments.

Legislative History

1/27/16	Safety and Licensing Committee	recommended for approval
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[16-050](#) Operator's Licenses

Attachments: [Operator's Licenses for 01-27-2016 S&L.pdf](#)

Legislative History

1/27/16 Safety and Licensing recommended for approval
Committee

[16-053](#) Secondhand Article License Renewal application of GameStop #5520, Michael L. Nichols, Applicant, 3825 E. Calumet St., Ste. 500, contingent upon approval from all departments.

Legislative History

1/27/16 Safety and Licensing recommended for approval
Committee

[16-054](#) Secondhand Article License Renewal application of GameStop #3349, Michael L. Nichols, Applicant, 2640 W. College Ave., contingent upon approval from all departments.

Legislative History

1/27/16 Safety and Licensing recommended for approval
Committee

[16-080](#) Operator's License application of Emily A. Stibbe, 604 9th Street, Menasha.

Attachments: [S&L Item 16-080 Letters.pdf](#)

Legislative History

1/27/16 Safety and Licensing recommended for denial
Committee
Lt. Miller presented the results of the applicant's background check and the reasons for the recommended denial.
Ms. Stibbe was in attendance and spoke citing reasons she feels her application should be approved. Ms. Stibbe also provided four documents to the committee for their review when considering her operator's license application.

[16-081](#) "Class B" Beer/Liquor License application of Taste of Thai Restaurant LLC, Touger Thor, Agent, 321 E. College Ave., contingent upon approval from all departments.

Legislative History

1/27/16 Safety and Licensing recommended for approval
Committee

[16-097](#) Change of Agent of Walgreen Co. d/b/a Walgreens #07323, Ross J. Mueller, Agent, 3330 E. Calumet St., contingent upon approval from Police Department.

Legislative History

1/27/16 Safety and Licensing recommended for approval
Committee

- [16-139](#) Reserve "Class B" Beer/Liquor License application of AF Inc., d/b/a Bamboo, Chuan Shun Chen, Agent, 2230 E. Northland Ave., contingent upon approval from all departments.

Legislative History

1/27/16 Safety and Licensing recommended for approval
Committee

3. MINUTES OF THE CITY PLAN COMMISSION

4. MINUTES OF THE PARKS AND RECREATION COMMITTEE

- [16-109](#) Action Item: Award contract to MSA Professional Services for design and engineering services for Erb Park and Pool for a contract of \$838,000 and a 5% contingency for a contract not to exceed \$879,900.

Attachments: [2016 Erb Pool Architect and Engineer.pdf](#)

Legislative History

1/25/16 Parks and Recreation recommended for approval
Committee

- [16-142](#) Action Item: Award contract to Alta Planning and Design for a contract of \$112,968 for the development of a Trails Master Plan

Attachments: [2016 Trails Master Plan Comm Memo.doc](#)

Legislative History

1/25/16 Parks and Recreation recommended for approval
Committee

5. MINUTES OF THE FINANCE COMMITTEE

- [16-130](#) Request to sole source contract to File Tech to rebuild a Mobile Shelving Unit at the Police Department for a contract fee of \$35,000 with no contingency. Contract not to exceed \$35,000.

Attachments: [2016 PD Mobile Shelving Rebuild Sole Source.pdf](#)

Legislative History

1/26/16 Finance Committee recommended for approval

[16-144](#)

Request to approve Amendment and Change Order No. 2 to contract 26-15 for Unit E-15 Miscellaneous Concrete and Street Excavation Repairs to increase for additional street patches due to water main and inlet reconstruction in the amount of \$53,226.11. This contract does not include a contingency. Overall contract increased from \$684,800 to \$738,026.11.

Attachments: [Contract Amendment No2- Unit E-15 Miscellaneous Concrete and Street Excav](#)

Legislative History

1/26/16 Finance Committee recommended for approval

[16-147](#)

Request to approve the following 2015 Budget adjustment:

Exhibition Center Capital Projects Fund

Consulting Services	+\$14,635
Room Tax	+\$14,635

to record the cost of legal and consulting services incurred after the closing of the land for the exhibition center project.

Attachments: [Memo to Council on HC Phase III Dec. 2015 Invoice.pdf](#)

[January 19, 2016 H & C Bill for 12.15.pdf](#)

[Previous Memo to ARA for Phase III Overage.pdf](#)

Legislative History

1/26/16 Finance Committee recommended for approval

[16-154](#)

Request to approve the following 2015 Budget adjustment:

Wastewater Capital Project

Digester Improvement Project	+\$114,972
Bar Screen Project	- \$114,972

to record transfer of positive Bar Screen budget variance to fund Digester Project.

Attachments: [Digester Improvements Bid Award A.W.pdf](#)

Legislative History

1/26/16 Finance Committee recommended for approval

[16-155](#)

Request to approve the following 2015 Budget adjustment:

Wastewater Capital Project

Digester Improvement Project	+\$43,842
Contractor Fees	- \$43,842

to record transfer of positive O&M Contractor Fees from 2015 budget to fund O&M Digester painting and repair projects as part of August Winter Digester contract.

Attachments: [Digester Improvements Bid Award_A.W.pdf](#)

Legislative History

1/26/16	Finance Committee	recommended for approval
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6. MINUTES OF THE COMMUNITY AND ECONOMIC DEVELOPMENT COMMITTEE

[16-128](#)

****CRITICAL TIMING**** Request to approve the repurchase of Lot 10 of Plat 4 in the Northeast Industrial Park from Romenesko Developments, Inc.

Attachments: [Romenesko Lot 10 repurchase CEDC 1-27-16.pdf](#)

Legislative History

1/27/16	Community & Economic Development Committee	recommended for approval
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[16-135](#)

Hinshaw & Culbertson Hourly Fee Bill Review for Phase III Services Concerning Exhibition Center and Approval of December 2015 Invoice

Attachments: [Memo to Council on HC Phase III Dec. 2015 Invoice.pdf](#)

[Previous Memo to ARA for Phase III Overage.pdf](#)

[January 19, 2016 H & C Bill for 12.15.pdf](#)

Legislative History

1/27/16	Community & Economic Development Committee	recommended for approval
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[16-143](#)

****CRITICAL TIMING**** Request to approve the extension of the Option to Purchase by United Investments, Inc. and/or assigns to purchase 21 acres of land, more or less, at the northwest corner of Eisenhower Drive and Midway Road in Southpoint Commerce Park

Attachments: [Memo on Extension of Option to Purchase Southpoint Commerce 1-2016.pdf](#)

[Request from United Investments for Extension-Southpoint Commerce Park.pdf](#)

[Southpoint Commerce Park Option to Purchase Fully Signed \(10-12-15\).pdf](#)

[Memo on Option to Purchase Southpoint Commerce 10-2015.pdf](#)

[Exhibit A Option to Purchase 21 Acres.pdf](#)

Legislative History

1/27/16 Community & Economic recommended for approval
Development Committee

7. MINUTES OF THE UTILITIES COMMITTEE

[16-134](#) Award sole source contract for MBC Panel Replacement at the Water Plant to Energy Control and Design, Inc. in the amount of \$37,098.

Attachments: [2016 Water Plant MBC Panel Replacement.pdf](#)

Legislative History

1/26/16 Utilities Committee recommended for approval

[16-156](#) Award Digester Improvements Project Base Bid and Alternate Bids #2 and #3 to August Winter Construction in the amount of \$363,658 with contingency of \$38,000 for a project total not to exceed \$418,008.

Attachments: [Finance Memo Digester Improvements Bid Award_A.W.pdf](#)

Legislative History

1/26/16 Utilities Committee recommended for approval

8. MINUTES OF THE HUMAN RESOURCES COMMITTEE

9. MINUTES OF THE FOX CITIES TRANSIT COMMISSION

10. MINUTES OF THE BOARD OF HEALTH

M. CONSOLIDATED ACTION ITEMS

[16-145](#) Request to approve program changes to the 2016 Water Distribution Capital Improvement Program (Business Unit 5371).

Attachments: [Water CIP Plan Modifications.pdf](#)

Legislative History

1/26/16 Finance Committee recommended for approval

[16-146](#) Approve program changes to the 2016 Water Distribution Capital Improvement Program (Business Unit 5371).

Attachments: [Water CIP Plan Modifications.pdf](#)

Legislative History

1/26/16 Utilities Committee recommended for approval

N. ITEMS HELD

O. ORDINANCES

[16-159](#) Ordinance 13-16

Attachments: [Ordinance going to Council 02-03-2016.pdf](#)

P. LICENSE APPLICATIONS AND COMMUNICATIONS REFERRED TO
COMMITTEES OF JURISDICTION

Q. RESOLUTIONS SUBMITTED BY ALDERPERSONS REFERRED TO
COMMITTEES OF JURISDICTION

R. OTHER COUNCIL BUSINESS

[16-164](#) Discussion of Exhibition Center Next Steps

S. ADJOURN

Kami Scofield, City Clerk

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



City of Appleton

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Meeting Minutes - Final Common Council

Wednesday, January 20, 2016

7:00 PM

Council Chambers

A. CALL TO ORDER

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

B. INVOCATION

The Invocation was given by Alder Coenen.

C. PLEDGE OF ALLEGIANCE TO THE FLAG

D. ROLL CALL OF ALDERPERSONS

Present: 14 - Alderperson Chris Croatt, Alderperson Greg Dannecker, Alderperson Joe Martin, Alderperson Cathy Spears, Mayor Timothy Hanna, Alderperson Christine Williams, Alderperson Vered Meltzer, Alderperson Kathleen Plank, Alderperson William Siebers, Alderperson Curt Konetzke, Alderperson Ed Baranowski, Alderperson Patti Coenen, Alderperson Kyle Lobner and Alderperson Jeffrey Jirschele

Excused: 1 - Alderperson Margaret Mann

E. ROLL CALL OF OFFICERS AND DEPARTMENT HEADS

City Clerk Scofield, City Attorney Walsh, Deputy City Attorney Behrens, Director of Community and Economic Development Harkness, Director of Finance Saucerman, Fire Battalion Chief Ron Hockett, Health Officer Eggebrecht, Director of Parks, Recreation and Facilities Gazza, Police Chief Thomas, Director of Public Works Vandehey, Director of Information Technology Fox, Valley Transit Assistant General Manager Sandmeier, Library Director Rortvedt

F. PUBLIC PARTICIPATION

Name-Address-Topic

Charles Branstrom- 318 E 20th St., Kaukauna- Item #15-2005, Snake Resolution

Joette Bump- 67 Bellaire Ct., Appleton- Item #15-2005, Snake Resolution

G. APPROVAL OF PREVIOUS COUNCIL MEETING MINUTES

[16-077](#)

Common Council Meeting Minutes of January 6, 2016

Attachments: [CC Minutes 01-06-16.pdf](#)

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

Aye: 13 - Aldersperson Chris Croatt, Aldersperson Greg Dannecker, Aldersperson Joe Martin, Aldersperson Cathy Spears, Aldersperson Christine Williams, Aldersperson Vered Meltzer, Aldersperson Kathleen Plank, Aldersperson William Siebers, Aldersperson Curt Konetzke, Aldersperson Ed Baranowski, Aldersperson Patti Coenen, Aldersperson Kyle Lobner and Aldersperson Jeffrey Jirschele

Excused: 1 - Aldersperson Margret Mann

Abstained: 1 - Mayor Timothy Hanna

H. BUSINESS PRESENTED BY THE MAYOR

[16-078](#)

Appointment of Jason Druxman and Leah Fogle to the Business Improvement District Board of Directors

Attachments: [Appt. to Business Improvement District 011516.pdf](#)

Aldersperson Baranowski moved, seconded by Aldersperson Croatt, that the Appointments be approved. Roll Call. Motion carried by the following vote:

Aye: 13 - Aldersperson Chris Croatt, Aldersperson Greg Dannecker, Aldersperson Joe Martin, Aldersperson Cathy Spears, Aldersperson Christine Williams, Aldersperson Vered Meltzer, Aldersperson Kathleen Plank, Aldersperson William Siebers, Aldersperson Curt Konetzke, Aldersperson Ed Baranowski, Aldersperson Patti Coenen, Aldersperson Kyle Lobner and Aldersperson Jeffrey Jirschele

Excused: 1 - Aldersperson Margret Mann

Abstained: 1 - Mayor Timothy Hanna

I. PUBLIC HEARINGS

[16-087](#)

Public Hearing - Comprehensive Plan Amendment #2-15

Attachments: [CC 01-20-2016 Public Hearing Comp. Plan 2-15 - Apple Creek.pdf](#)

The Public Hearing was held. No one spoke for or against this item.

[16-088](#)

Public Hearing - Rezoning #6-15 E Glenhurst Lane

Attachments: [CC 01-20-2016 Public Hearing Rezoning #6-15.pdf](#)*The Public Hearing was held. No one spoke for or against this item.*

J. SPECIAL RESOLUTIONS

K. ESTABLISH ORDER OF THE DAY

[16-048](#)

Request to award Heartland Business Systems contract to purchase three (3) new servers for virtual environment.

Attachments: [Server Purchase Finance Memo.pdf](#)**Aldersperson Baranowski moved, seconded by Aldersperson Lobner, that the Report Action Item be approved. Roll Call. Motion carried by the following vote:****Aye:** 12 - Aldersperson Greg Dannecker, Aldersperson Joe Martin, Aldersperson Cathy Spears, Aldersperson Christine Williams, Aldersperson Vered Meltzer, Aldersperson Kathleen Plank, Aldersperson William Siebers, Aldersperson Curt Konetzke, Aldersperson Ed Baranowski, Aldersperson Patti Coenen, Aldersperson Kyle Lobner and Aldersperson Jeffrey Jirschele**Excused:** 1 - Aldersperson Margret Mann**Abstained:** 2 - Aldersperson Chris Croatt and Mayor Timothy Hanna[15-2005](#)

Referral from Common Council; Resolution #14-R-15/Aldersperson Meltzer

Attachments: [Resolution #14-R-15 - Aldersperson Meltzer.pdf](#)
 [Appleton Code - Animals.pdf](#)**Aldersperson Lobner moved, seconded by Aldersperson Meltzer, that the Resolution be approved. Roll Call. Motion carried by the following vote:****Aye:** 11 - Aldersperson Chris Croatt, Aldersperson Greg Dannecker, Aldersperson Joe Martin, Aldersperson Cathy Spears, Aldersperson Vered Meltzer, Aldersperson Kathleen Plank, Aldersperson William Siebers, Aldersperson Ed Baranowski, Aldersperson Patti Coenen, Aldersperson Kyle Lobner and Aldersperson Jeffrey Jirschele**Nay:** 2 - Aldersperson Christine Williams and Aldersperson Curt Konetzke**Excused:** 1 - Aldersperson Margret Mann**Abstained:** 1 - Mayor Timothy Hanna

L. COMMITTEE REPORTS**Balance of the action items on the agenda.**

Aldersperson Konetzke moved, Aldersperson Baranowski seconded, to approve the Balance of the Agenda. The motion carried by the following vote:

Aye: 13 - Aldersperson Chris Croatt, Aldersperson Greg Dannecker, Aldersperson Joe Martin, Aldersperson Cathy Spears, Aldersperson Christine Williams, Aldersperson Vered Meltzer, Aldersperson Kathleen Plank, Aldersperson William Siebers, Aldersperson Curt Konetzke, Aldersperson Ed Baranowski, Aldersperson Patti Coenen, Aldersperson Kyle Lobner and Aldersperson Jeffrey Jirschele

Excused: 1 - Aldersperson Margret Mann

Abstained: 1 - Mayor Timothy Hanna

1. MINUTES OF THE MUNICIPAL SERVICES COMMITTEE**2. MINUTES OF THE SAFETY AND LICENSING COMMITTEE**

[15-2088](#)

Secondhand Article License Renewal application of Active Bike & Fitness, Mark A. Fluette, Applicant, 1421 N. Richmond Street, contingent upon approval from all departments.

This Report Action Item was approved.

[15-2151](#)

Taxi Cab Company and Limousine Service License application of Sunday Driver, LLC, Dale Sonntag, 230 E. Winnebago Street.

This Report Action Item was approved.

[15-2156](#)

Operator's Licenses

Attachments: [Operator's Licenses for 1-13-16 S & L.pdf](#)

This Report Action Item was approved.

[15-2164](#)

Salvage Dealer's License application for change of address - Mach IV Motors, Kara Tullberg, Applicant, 600 E. Hancock St., contingent upon approval from all departments.

This Report Action Item was approved.

[15-2165](#) Pawnbroker License Renewal application of JGB LLC, d/b/a Mister Money-USA, Gregory A. Baer, Applicant, 1933B N. Richmond St., contingent upon approval from all departments.

This Report Action Item was approved.

[15-2166](#) Secondhand Jewelry License Renewal application of AE Jewelers Inc., Corinne M. Meyer, Applicant, 3545 E. Calumet St., contingent upon approval from all departments.

This Report Action Item was approved.

[16-001](#) Secondhand Article License Renewal application of Scooter G Sports, Scott A. Gonnering, Applicant, 621 W. Northland Ave, Suite A, contingent upon approval from all departments.

This Report Action Item was approved.

[16-017](#) "Class B" Beer/Liquor License application of Ferg5 LLC, d/b/a Home, James E. Ferg, Agent, 205 West College Avenue, contingent upon approval from all departments.

This Report Action Item was approved.

[16-042](#) Operator's License application of Terese Q. Forbis, 617 Kenneth Avenue, Kaukauna.

This Report Action Item was approved.

3. MINUTES OF THE CITY PLAN COMMISSION

[15-2062](#) Request to approve Comprehensive Plan 2010-2030 Future Land Use Map Amendment #2-15 for two (2) undeveloped parcels (Lots 5 & 6 of the Apple Creek Center Plat) located along the south side of E. Glenhurst Lane (Tax Id #31-1-6501-05 & 31-1-6501-06) from Commercial designation to Single/Two-Family Residential designation as shown on the attached map and approve the attached resolution

Attachments: [Comp Plan Amend #2-15 Staff Review.pdf](#)

This Report Action Item was approved.

[15-2064](#)

Request to approve Rezoning #6-15 for two (2) undeveloped parcels (Lots 5 & 6 of the Apple Creek Center Plat) located along the south side of E. Glenhurst Lane (Tax Id #31-1-6501-05 & 31-1-6501-06), including to the centerline of the adjacent right-of-way, as shown on the attached maps, from C-O Commercial Office District to R-1B Single-Family Residential District

Attachments: [Rezoning #6-15 Staff Review.pdf](#)
 [Signatures supporting Rezoning #6-15.pdf](#)

This Report Action Item was approved.

[16-028](#)

Request to approve Special Use Permit #17-15 for a restaurant with alcohol sales and service, at 233 E. College Avenue, as shown on the attached maps and per attached plan of operation, to run with the land subject to the conditions in the attached staff report

Attachments: [StaffReport LousBrewCafe SUP For01-11-16.pdf](#)

This Report Action Item was approved.

[16-030](#)

Request to approve Special Use Permit #18-15 for a parking lot in the CBD Central Business District, at the southeast corner of N. Division Street and W. Franklin Street, as shown on the attached maps, to run with the land subject to the conditions in the attached staff report

Attachments: [SUP #18-15 Staff Report.pdf](#)

This Report Action Item was approved.

[16-035](#)

Request to approve Pond View Estates Preliminary Plat subject to the conditions in the attached staff report and as shown on the attached maps

Attachments: [Pond View Estates Prelim Plat Staff Report.pdf](#)

This Report Action Item was approved.

4. MINUTES OF THE PARKS AND RECREATION COMMITTEE

[16-015](#)

Approval of "A Resolution authorizing submission of an application to the 2016-2020 Wisconsin Department of Transportation (WIDOT) Transportation Alternatives Program (TAP) to enhance pedestrian and bicycle infrastructure."

Attachments: [P&R - TAPS Grant Resolution.doc](#)

This Report Action Item was approved.

5. MINUTES OF THE FINANCE COMMITTEE[15-2148](#)

Request to approve the following 2015 Budget adjustment:

General Fund - Fire Department

Federal Grants	+\$16,364
Miscellaneous Equipment	+\$16,364

to record the purchase of rehabilitation equipment through the Assistance to Firefighter Grant program.

Attachments: [Intent to Apply and Request to Accept Grant Funds - EMW-2014-FO-04029.pdf](#)

This Report Action Item was approved.

[15-2149](#)

Request to approve the following 2015 Budget adjustment:

General Fund - Unclassified

Benefit Payments - Retirees	+\$190,000
Fund Balance	- \$190,000

to record amounts due employees for accrued sick leave and vacation balance upon retirement.

Attachments: [Finance Committee - Retirement Payments 2015.pdf](#)

This Report Action Item was approved.

[16-043](#)***CRITICAL TIMING ISSUE***

Request to approve the following 2015 Budget adjustment:

Wastewater Utility

Bar Screen Project	- \$34,000
Transformer Replacement Project	+\$34,000

to record the transfer of excess budget funds from the bar screen project to the transformer replacement project (this item also appears on the Utilities Committee agenda as an informational item).

Attachments: [2016 Wastewater Plant Transformer Replacement Memo.pdf](#)

6. MINUTES OF THE COMMUNITY AND ECONOMIC DEVELOPMENT COMMITTEE

7. MINUTES OF THE UTILITIES COMMITTEE

[16-008](#)

Award 2016C contract for Leona Pond Final Design and Permitting contract to Brown & Caldwell in an amount not to exceed \$180,145.

Attachments: [Leona Final Design Award Memo.pdf](#)

This Report Action Item was approved.

[16-009](#)

Amend 2015E Stormwater Consulting Services Contract for Spartan Drive Culvert and Stormwater Practices Preliminary Design and Lift Station Stormwater Management Plan to Brown & Caldwell in an amount not to exceed \$51,605.

Attachments: [2015 Spartan Ave BMP culvert Contract Award Memo to BC Ammended 2016.pdf](#)

This Report Action Item was approved.

[16-010](#)

Award 2016B contract for Arbutus Park Stormwater Lift Station Reconstruction Design to Strand Associates in an amount not to exceed \$45,900.

Attachments: [Arbutus Park Lift Station Design Award Memo.pdf](#)

This Report Action Item was approved.

[16-011](#)

Approve revision to the Pollution Prevention Program per the new Phase II Stormwater Permit from DNR.

Attachments: [Pollution Prevention Program Nov 20 2015 Track changes draft.pdf](#)

This Report Action Item was approved.

[16-036](#)

Award contract for Transformer Replacements to Van Ert Electric Company, Inc. in the amount of \$135,860 with a contingency of \$10,330 for a contract total not to exceed \$146,190.

Attachments: [2016 Wastewater Plant Transformer Replacement Memo.pdf](#)

This Report Action Item was approved.

8. MINUTES OF THE HUMAN RESOURCES COMMITTEE**9. MINUTES OF THE FOX CITIES TRANSIT COMMISSION****10. MINUTES OF THE BOARD OF HEALTH****M. CONSOLIDATED ACTION ITEMS****N. ITEMS HELD****O. ORDINANCES**

[16-082](#) Ordinances 11-16 and 12-16

Attachments: [Ordinances going to Council 01-20-2016.pdf](#)

This Report Action Item was approved.

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**

Motion by Baranowski, seconded by Martin to adjourn the meeting at 7:45 p.m.

Roll Call. Motion carried by the following vote:

Aye: 14 - Alderperson Chris Croatt, Alderperson Greg Dannecker, Alderperson Joe Martin, Alderperson Cathy Spears, Mayor Timothy Hanna, Alderperson Christine Williams, Alderperson Vered Meltzer, Alderperson Kathleen Plank, Alderperson William Siebers, Alderperson Curt Konetzke, Alderperson Ed Baranowski, Alderperson Patti Coenen, Alderperson Kyle Lobner and Alderperson Jeffrey Jirschele

Excused: 1 - Alderperson Margret Mann

Kami Scofield, City Clerk

Department of Public Works – Engineering Division

MEMO

TO: Municipal Services Committee

FROM: Paula Vandehey, Director of Public Works

DATE: January 6, 2016

RE: Award of 2016 Materials Testing Contract (M-16) to OMNNI Associates, Inc. in an amount not to exceed \$75,000.

The Department of Public Works recommends award of the 2016 Materials Testing Contract to OMNNI Associates, Inc. in an amount not to exceed \$75,000.

In January 2015 a Request for Proposals (RFP) was sent to three (3) consulting firms and three (3) proposals were received. A Quality Based Selection process was used. As indicated in the memo recommending award of the 2015 Materials Testing contract, staff indicated that with satisfactory performance by the consultant, it was anticipated that the 2016 Materials Testing Contract would be awarded to OMNNI without an RFP process.

The WWTP Storm Sewer Relocation Project will carry over from 2015 to 2016. OMNNI has performed extensive environmental analysis on this project and changing consultants could cause delays.

In addition to the storm sewer project listed above, this contract includes:

- Material testing for concrete, asphalt and soils,
- Contaminated material response, analysis, permitting and disposal,
- Performing Phase I and Phase II environmental assessments, and
- Performing geotechnical investigations for other DPW projects and for other departments, if needed.

No specific Phase I or Phase II assessments are known at this time and, should the need arise, separate contracts will be negotiated for these services. Geotechnical investigations anticipated for 2016 include Leona Pond and Spartan Drive stormwater practices. The details of these investigations are still being developed and detailed costs are not available at this time. Also included in 2016 is the testing potentially needed for cast in place pipe (CIPP).

Based on an estimated number of concrete and asphalt tests, and an estimate of the testing protocol needed at the WWTP Storm Sewer, Leona Pond, and Spartan Drive projects, staff recommends a not to exceed budget of \$75,000 for this contract. Expenditures will be for services actually used and may be less than the awarded amount. A contract amendment would be brought to committee in the event that additional funding is necessary.

AMENDMENT NO. 6 TO THE CONTRACT

BETWEEN THE CITY OF APPLETON (MUNICIPALITY),
THE WISCONSIN DEPARTMENT OF TRANSPORTATION (DEPARTMENT)
AND BLOOM COMPANIES, LLC (CONSULTANT) FOR

PROJECT ID 4984-09-00
C. Appleton, Prospect Avenue
Jackman St. Overhead
Prospect Avenue
Outagamie County

The contract made and entered into By and between the City of Appleton (MUNICIPALITY), DEPARTMENT, and Bloom Companies, LLC (CONSULTANT) dated June 22, 2011 and amended on March 21, 2012 (Amendment 1), and amended on December 4, 2012 (Amendment 2), and amended on April 17, 2014 (Amendment 3), and amended on November 20, 2014 (Amendment 4), and amended on May 5, 2015 (Amendment 5) is hereby amended as set forth on the following pages.

The primary reason(s) for this amendment:

1. The Department has requested additional design engineering and plan preparation of a new Retaining Wall plans adjacent to Wingwall 4 and extending into the private property, including additional geotechnical exploration, wall stability analysis and design, and extending the completion date of the contract 3 months, to December 1, 2015.
2. The CONSULTANT will be compensated by the DEPARTMENT for services provided under this CONTRACT on the following basis:
 - (a) Actual cost to the CONSULTANT up to \$103,726.77, plus a fixed fee of \$6,985.89, not to exceed \$110,712.66(**no change**) in total.
 - (b) For Road Plans and Structure Plans performed by the CONSULTANT \$18,516.42 based on a Lump Sum not to exceed \$18,516.42 (**no change**) in total.
 - (c) For Subsurface Investigations subcontracted to SES, the CONSULTANT'S actual cost to SES based on SES's actual cost up to \$29,271.74 (**an increase of \$17,512.06**) plus fixed fee of \$2,049.02 (**an increase of \$1,225.84**) not to exceed \$31,320.76 (**an increase of \$18,737.90**)

For Drilling and Laboratory Testing services, compensation not to exceed \$3,817.00 (**an increase of \$3,817.00**) for units delivered by the CONSULTANT based on rates in the table below.

Item	Unit	Quantity	Unit Rate	Total Cost
Mobilization of Drilling Rig	1	Each	\$850.00	\$850.00
Per diem expenses (2 man crew)	1	Day	\$230.00	\$230.00
Soil Boring Locates	1	L.S.	\$100.00	\$100.00
Drilling & Sampling, 0' – 20' deep	50	Lf	\$15.00	\$750.00
Drilling & Sampling, 20' – 40' deep	30	Lf	\$17.00	\$510.00
Dense Drilling Surcharge	4	Lf	\$8.00	\$32.00
Shelby Tube Samples	4	Each	\$65.00	\$260.00
Borehole Backfill	80	Lf	\$5.00	\$400.00
Drilling Crew Standby	1	Hour	\$225.00	\$225.00
Moisture Content Test	7	Each	\$10.00	\$70.00
Unconfined Compressive Strength Test	6	Each	\$65.00	\$390.00
Total Costs				\$3,817.00

- (d) For Historical Surveys and documentation subcontracted to Elizabeth L. Miller, the CONSULTANT'S actual cost paid to Elizabeth Miller not to exceed \$8,800.00 (no change) using the total direct labor costs listed below.

Employee	Employee Classification	Rate
Elizabeth Miller	Historic Preservation Consultant	\$100.00

Classifications or employees not listed above cannot be invoiced unless added to the contract through an amendment.

Total Direct Labor Costs are: \$8,800.00.

- (e) Total costs not to exceed \$173,166.84 (an increase of \$22,554.90).

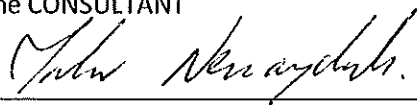
Compensation for all SERVICES provided by the CONSULTANT under the terms of the CONTRACT shall be for an amount not to exceed \$173,166.84.

The DEPARTMENT Representative is: Rich Glen, Local Program Management Consultant, whose work address and telephone number is 1077 Centennial Centre Blvd., Hobart, WI 54155-8820, (920) 468-4771, and email richglen@jt-engineering.com.

The CONSULTANT Representative is: Yan Nenaydykh, PE, whose work address, e-mail address and telephone number are Bloom Companies, LLC, 10501 W. Research Drive, Suite 100, Milwaukee, WI 53226, e-mail ynenaydykh@bloomcos.com, (414) 467-9947 (cell).

In witness whereof, the parties hereto have caused this amendment to be executed and approved on the date signed by their authorized officers or representatives.

For the CONSULTANT

By: 

Title: Executive VP

Date: 11/30/15

For the DEPARTMENT

By: _____

Title: _____

Date: _____

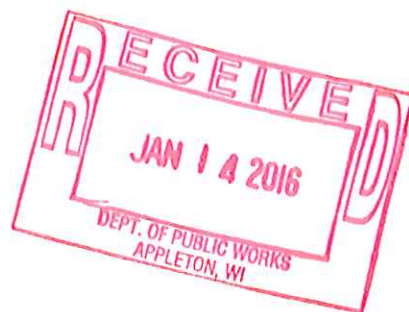
For the MUNICIPALITY

By: _____

Title: _____

Date: _____

Ms. Paula VandeHey
Director of Public Works
City Of Appleton



Dear Ms. VandeHey,

At the request of the American Cancer Society and their special event the Sole Burner 5K on May 7, Downtown Appleton would like to host a Sidewalk Sale on May 9 from 10 a.m. until 3 p.m.

Therefore we are requesting a Sidewalk Occupancy Permit to cover the amenity strip from 600 W. College Avenue through 300 E. College Avenue.

Stores will set up in the amenity strip beginning at 8 a.m. and will remove goods and supplies by 4 p.m. We will not require any street closure.

Thank you for your consideration,

Anne Wiegman
Appleton Downtown Inc.



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

CITY OF APPLETON

College Avenue Sidewalk Sale Permit POLICY

This policy has been developed to provide opportunities for downtown retailers to sell merchandise within the College Avenue beautification strip.

Requirements for College Avenue Sidewalk Sale Permit

1. Approval of the temporary street occupancy permit is required by the Municipal Services Committee and City Council.
2. All merchandise must be within the beautification strip in front of the business selling merchandise (but not allowed within the bump out area).
3. No merchandise can be within the sidewalk area.
4. Permit shall be approved for specified dates, not exceeding 20 per year.
5. Permit is not valid on any "Special Event Days" listed in City Code.
6. Merchandise and racks must be removed by the end of each business day.
7. Temporary street occupancy permit must be renewed annually with an annual fee of \$40.
8. Property owner must annually provide Certificate of Insurance.



DEPARTMENT OF PUBLIC WORKS
Engineering Division – Traffic Section
2625 E. Glendale Avenue
Appleton, WI 54911
TEL (920) 832-5580
FAX (920) 832-5570

To: Municipal Services Committee
From: Eric Lom, City Traffic Engineer
Date: January 4, 2016
Re: Proposed parking change on W. Summer Street (1300W-1500W blocks)

In response to a request from Alderperson Christine Williams, the City's Traffic Section has assessed the possibility of expanding the existing two-hour zone parking zone in the area of Appleton West High School to include the 1500, 1400 & portions of the 1300 blocks of W. Summer Street. Alderperson Williams had received a number of complaints that students have been parking on both sides of these blocks on school days.

The Appleton School District constructed a student parking lot on Linwood Avenue a number of years ago. At that time, two-hour parking zones (during school hours) were instituted in the adjacent neighborhoods in an effort to compel students to park in the District's off-street lot. While this plan has greatly minimized long-term student parking on most of the neighborhood streets in the area of the high school, we have observed that students have started parking on portions of Summer Street.

Property owners on this block were surveyed by mail. The response rate was 47%. Of those that responded:

- 57% were in favor of installing 2-hour parking signs on both sides of the street (7am-4pm on school days)
- 22% were in favor of leaving the parking as-is (no restrictions)
- 14% were in favor of installing 2-hour parking signs on one side of the street (7am-4pm on school days)
- 7% were in favor of a different type of solution

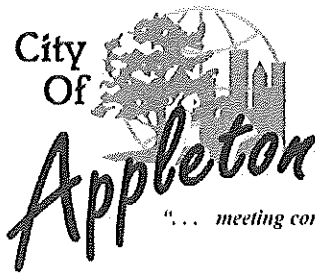
Based on the results of the survey, Alderperson Williams supports the majority's preference to install two-hour parking signs on both sides of the street (as shown on the attached drawing) for a 6-month trial period. The Traffic Section also supports this approach.

To accomplish this, the following action is required:

1. **Enact the following parking restriction for a 6-month trial period:** "Parking be restricted to two hours from 7:00 a.m. to 4:00 p.m. on School Days on Summer Street from Douglas Street to a point 308 feet east of Gillett Street."



Possible New 2-hr
Parking Zones
(7am-4pm on School Days)



DEPARTMENT OF PUBLIC WORKS
Engineering Division – Traffic Section
2625 E. Glendale Avenue
Appleton, WI 54911
TEL (920) 832-5580
FAX (920) 832-5570

To: Municipal Services Committee
From: Michael Hardy, Assistant City Traffic Engineer
Date: January 21, 2016
Re: 2016 Sole Source Purchase Request – Various Traffic Equipment & Technologies
CC: Jeffrey Fait, City Purchasing Manager

This sole source purchase request is reassessed and presented annually as required in the City procurement policy. It was last approved in 2015.

Background:

Traffic Signal and Control Equipment

Within the traffic signal control industry, there is a tremendous amount of proprietary functionality and limited interoperability. The number of vendors servicing traffic signal equipment is also very limited. For example, Traffic and Parking Control Company, Inc. (TAPCO), located in Elm Grove, Wisconsin, is the exclusive vendor in Wisconsin for Siemens signal cabinet and control equipment, which the City of Appleton uses. TAPCO is also the exclusive state vendor for Eberle Design Inc. (EDI) cabinet equipment, Iteris video detection systems, and other support equipment used in traffic signal control systems. Because TAPCO is designated as the exclusive rights vendor in the state by these manufacturers, they have exclusive knowledge for set-up, testing and servicing, beyond that which the City is capable of performing. There are other vendors in nearby states that carry these product lines, but their manufacturer-vendor relationships do not allow overlap with each other. Thus, the City cannot, for example, do business with Brown Traffic Products, Inc., which is TAPCO's equivalent in Illinois and Minnesota.

The next closest vendor that provides comparable products and services is a company called Traffic Control Corporation (TCC), with service currently provided out of Illinois and Minnesota. TCC's exclusive manufacturer-vendor relationship is very similar to TAPCO, with cabinets and control systems manufactured by both Econolite and Reno Traffic Products. Also, because TCC is the exclusive vendor for these product lines, they have exclusive knowledge for set-up, testing and servicing.

Due to the above circumstances, it is common in the traffic industry that complete traffic signal control assemblies are sole-source purchased as complete, functional systems. Another unfortunate reality is that each manufacturer's equipment has its own proprietary firmware and controls, which makes it nearly impossible to competitively procure comparable equipment. In this situation, TAPCO or TCC will assemble the cabinet, controller, vehicle detection equipment and any other integrated equipment, and perform functional testing prior to shipment and installation. The advantage to this approach is it helps manage compatibility issues, and puts responsibility on the sole source vendor to assure complete functionality of the system. The disadvantage is that procured equipment is not competitively bid in a formal process. The other common application in the traffic industry is that specifications are written to accept only one manufacturer's products. This gives the illusion of being competitive, but often only one vendor is able to meet the required specifications. There has been some implementation of equipment from both TAPCO and TCC, but the experiences are limited, along with the success stories. Here too, the City would need to stock significant additional equipment due to limited experience with compatibilities and functionality.

The good news is there are standards making gradual progress in the traffic control industry. The National Electrical Manufacturer's Association (NEMA) has developed standards that provide requirements for equipment interoperability. For example, the City has accepted NEMA, TS2, Type 1 specification for our traffic signal control cabinets. This provides control over how the cabinets are configured and how the control equipment is connected and integrated into the control functionality. The National Transportation Communications for Intelligent Transportation Systems (ITS) Protocol (NTCIP) is the next level of standards under development at the federal level, intended to limit the proprietary firmware and controls in the traffic industry.

Traffic Signal Preventative Maintenance

Preventative maintenance is another item that is currently sole sourced. A key component in preventative maintenance is performing a diagnostic test on a device called the Malfunction Management Unit (MMU). Performing this service is performed annually, and is common practice in the traffic signal industry to discourage legal action against the City for negligence if a signal malfunction is the suspected cause in a traffic incident. To date, the City has decided it is not in our best interest to perform this testing on our own. To replicate this service the City would have to purchase expensive test equipment, software and training. The current sole source vendor, TAPCO, has strong familiarity with our equipment since they are exclusive rights vendor in the state by the MMU manufacturer the City currently uses. Having considered this, we feel this is a reasonable cost and the best decision for the City at this time.

Decorative Street Lighting Equipment

Recent experiences have prompted the addition of decorative street lighting equipment to this sole source request. Specific items that apply are decorative lighting components involving steel poles, concrete poles, arms and fixtures. One large contributing factor is the City has standardized on a specific appearance and quality using Stresscrete, King and Visco brands products for applications across the City, most notably College Avenue and Wisconsin Avenue. While there are other decorative brands on the market simulating a comparable look, the quality of these off-brands has been much lower, leading to increased maintenance costs and decreased life. When bidding this equipment in the past, we have specified a specific product or approved equal. To meet the City purchasing policy, we have been competitively bidding these decorative lighting brands through the electrical supply chains. It is our opinion, while this looks competitive and meets the spirit of the purchasing policy, it actually amounts to a mark-up on a product we ultimately know we are going to purchase. Having considered the above, we feel sole source offers the best value of the City's time and resources.

LED Street Lighting

Recent experiences have prompted the addition of LED street lighting equipment to this sole source request. Specific items that apply are both standard and decorative LED street lighting fixtures. In 2010, the City authored a specification and released a bid to replace standard fixtures with LED fixture in the central business district. That experience evaluated products from eight (8) different manufacturers. As a result of that experience, we have identified products from Cooper and Philips as the preferred fixtures for future applications. To comply with the City's purchasing policy in future purchases, we would have to competitively bid these two brands thru the electrical supply chains. In our opinion, while this appears competitive and meets the spirit of the purchasing policy, it really amounts to a mark-up on a product we ultimately know we are going to purchase. We have established a relationship with the manufacturers and have been advised we can purchase from them directly. Where these two products are competitive with each other, we would be able to compare costs direct from the manufacturers which would meet the competitive spirit of the policy. However, three products would be needed to satisfy the policy as written. Having considered the above discussion, we feel a sole source exception offers the best value of the City's time and resources.

Camera & Video Encoders

When the traffic camera program began its deployment in 2010, Pelco brand pan-tilt-zoom cameras were procured in accordance with City Policy, where at least three quotes were received. In light of the switch to Avigilon video management software by the City in 2013 and the increase in failures of recent Pelco brand cameras, the Traffic Section has transitioned to both AXIS and Avigilon brand cameras. The AXIS brand cameras can be purchased in accordance with City Policy as they are readily available through multiply suppliers. Avigilon cameras, however, can only be purchased thru a licensed State vendor. Thus, in instances where we feel an Avigilon camera is advantageous for a specific application and software integration for the City, a sole source approval is needed to satisfy the policy as written.

School Zone Flashers & Rapid Rectangular Flashing Beacon (RRFB) Control

In 2014 the City procured a new school flasher control system. Criteria specified in that procurement was the ability for remote access to set the flasher schedules and troubleshoot in case of maintenance. The City procured a product called DirecTime, which has its own proprietary web enabled service for remote access. The DirecTime product, installed at all school zone flashers across the City, is exclusively manufactured by Traffic and Parking Control Company, Inc. (TAPCO). In the event additional locations or replacement units are necessary, it is in our opinion that sole sourcing the DirecTime product line is the best value of the City's time and resources.

In 2015, the City installed the first RRFB control system since the 2012 Lawrence University crosswalks on College Ave. After a review of quotes, qualifications and compliance with our performance criteria, we selected a product manufactured by Traffic and Parking Control Company, Inc. (TAPCO). The Spot Device brand which is currently installed on College Ave has since been purchased by a competitor and the product line has been discontinued. The RRFB system from TAPCO uses the same remote access system as the DirecTime product described above. Thus, access to both School Flashers and RRFB control is together, which is a valuable feature to monitor performance and troubleshoot or perform maintenance. In the event additional locations or replacement units are necessary, it is in our opinion that sole sourcing the TAPCO RRFB product line is the best value of the City's time and resources.

Summary:

The City Traffic Section continues to pursue equipment and services to help improve competition in our purchases. We often have alternative vendors bring us equipment to familiarize with and test for compatibility. When we evaluate comparable products, we try to take a holistic approach, considering additional software, training, stocking, etc. We also stay in touch routinely with our counterparts in the traffic industry, like Wisconsin DOT, City of Green Bay, and Milwaukee County to help evaluate pricing when and where sole sourcing is performed. This, too, helps communicate between agencies on acceptance of alternative products. We also pursue alternative procurement options when available through the Wisconsin DOT procurement contract. Where equipment is consistent with Wisconsin DOT procurement contracts, a price match is pursued.

The following is the Traffic Section's current list of equipment and services we feel it is in the City's best interest to sole source for procurement:

Traffic Signal and Control Equipment

Signal Controller and Control Software:

- Siemens/Eagle (TAPCO)

Signal Control Cabinets:

- Siemens/Eagle (TAPCO)
- Econolite (TTC)

Signal Control Malfunction Management Unit:

- Eberle Design, Inc. (TAPCO)
- Reno A & E (TTC)

Loop Detector Amplifiers:

- Eberle Design, Inc. (TAPCO)
- Reno A & E (TTC)

Video Detection Systems

- Iteris, Inc. (TAPCO)
- Econolite (TTC)

Wireless Detection Systems

- MS Sedco / Intersector. (TAPCO)
- Wavetronix (TTC)

Preemption:

- GTT (TAPCO)

Wireless Radio Communications:

- Encom Wireless (TAPCO)
- Intuicom (TTC)

Control Cabinet Integration Set-up and Testing:

- TAPCO
- TTC

Radar Speed Signs

- Information Display Company

Traffic Signal Preventative Maintenance

Traffic Signal Preventative Maintenance:

- TAPCO

Decorative Street Lighting Equipment

Concrete Poles & Arms

- Stresscrete / King Luminaire (Visual Impact Lighting, LLC)

Steel Poles & Arms

- Visco (Commercial Lighting)
- Spring City (Visual Impact Lighting, LLC)

LED Fixtures

- Stresscrete / King Luminaire (Visual Impact Lighting, LLC)

Conventional LED Street Lighting

LED Street Light Fixtures

- Philips (Spectrum Lighting)
- Cooper Lighting (Enterprise Lighting)

Traffic Cameras

Pan-Tilt-Zoom & Fixed Zoom

- Avigilon (Lappen Security)

Warning Flashers & RRFB

School Zone Flasher & RRFB Controls

- DirecTime (TAPCO)

Operator's Licenses for 1/27/16 S & L

Approved

Josiah M. Brown	1428 N. Appleton Street
Autumn M. Casselbury	1428 N. Appleton Street
Zachary R. Dobrunz	1500 S. Irma Street
Camille R. Faust	272 Westbrook Drive, Oshkosh
Katelyn G. Finch	3310 E. Paris Way, #11
Kristi L. Frank	404 S. Roger Street, Kimberly
Briana H. Geer	1301 E. Glendale Avenue
Neeta Nagar	270 E. Franklin Avenue, Neenah
Kenneth W. Nelson	309 W. 7 th Street, Kaukauna
Michelle Ning	711 E. Boldt Way, SPC 138
Joseph M. Tarantino	504 Crabapple Court
Renee M. Wendzicki	2101 Olde Country Circle, Kaukauna
Emily C. Wold	1209 ½ N. Oneida Street
Janis P. Zarins	2700 E. Plank Road
LuAnn M. Zuberbier	1523 Buchanan Street, Little Chute



Scott Walker
Governor

Kitty Rhoades
Secretary

State of Wisconsin
Department of Health Services

OFFICE OF LEGAL COUNSEL

1 WEST WILSON STREET
P O BOX 7850
MADISON WI 53707-7850

TELEPHONE: 608-266-8428

FAX: 608-267-1434
dhs.wisconsin.gov

June 2, 2015

Emily A. Stibbe
604 9th Street
Menasha, WI 54952

**RE: Rehabilitation Review Request Number: 2015-21-DHS
Approval**

Dear Ms. Stibbe:

The Rehabilitation Review Panel finds that you have demonstrated sufficient evidence to support rehabilitation approval to seek employment in the following Department of Health Services regulated entities for which you sought approval: community based residential facilities, community mental health, developmental disabilities and alcohol and other drug abuse services, and hospitals. No decisions have been made on areas for which you did not seek approval. You will need to submit another rehabilitation review application if you wish to seek approval for other entities.

This decision is based on consideration of the information submitted in your application materials, including the results of the Caregiver Background Check that was run on or about 3/11/15, the verbal information provided by you during the Panel's meeting, and other materials that may have been gathered.

This approval includes the following conditions or limitations:

- you do not commit any crimes, acts, or offenses that lead to arrest or conviction or findings by a government agency of misconduct (abuse or neglect of another or misappropriation of a client's property);
- you do not commit further law violations;
- you do not commit acts or threats of violence toward others.

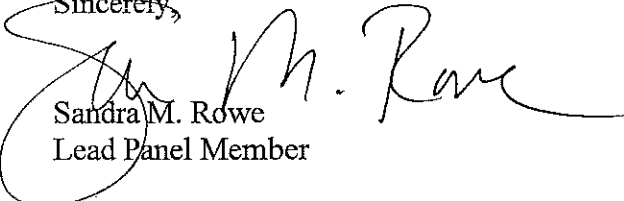
This approval does not remove a barred criminal conviction nor does it remove a governmental finding from the Wisconsin Caregiver Misconduct Registry or county/state child abuse/neglect records. It also does not guarantee that you will receive a license, certification, registration, employment, contracts, or permission to reside at an entity and you still may not be able to work in a federally certified nursing home¹ or intermediate care facilities for persons with an intellectual disability (ICF/ID)².

This grant of approval may be withdrawn if you fail to comply with any of the above conditions or limitations of approval or for any of the following reasons:

- if, subsequent to rehabilitation approval, you commit a crime, act, or offense that is barred;
- if you knowingly withheld pertinent information that could or would have affected the Review Panel's decision to approve the rehabilitation review request; or
- if you knowingly submitted false information relevant to the rehabilitation review request that could or would have affected the Review Panel's decision to approve your rehabilitation review request.

Please retain a copy of this letter for your records. You may share a copy of this letter as confirmation of the Department's position with any entity that may require you to apply for rehabilitation approval. Before an entity or agency may make a decision concerning your employment, contract, non-client residency or regulatory approval, the status of this rehabilitation approval must be verified with the Department of Health Services by calling 608-266-8428.

Sincerely,



Sandra M. Rowe
Lead Panel Member

cc: Office of Caregiver Quality

¹ Federal law bans employment at a federally certified nursing facility of an individual who has a conviction or finding of abuse, neglect or misappropriation if the victim was a resident of a federally certified nursing facility or skilled nursing facility and if the perpetrator was a nurse aide. Rehabilitation approval does not change this. 42 CFR § 483.13

² Federal law bans employment at a federally certified Intermediate Care Facility for Persons with an Intellectual Disability (ICF/ID) of an individual who has a conviction or prior employment history of abuse, neglect or misappropriation. Rehabilitation approval does not change this. 42 CFR § 483.420

To Whom It May Concern:

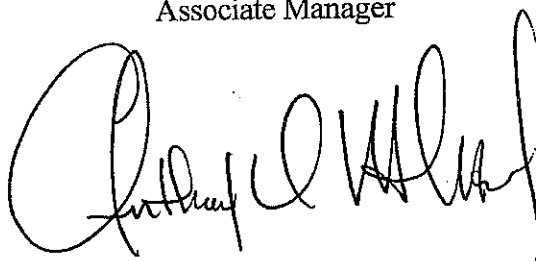
I'm writing this letter of recommendation in honor of Emily Stibbe. My name is Anthony Mahosky and Associate Manager here at Golden Corral Buffet & Grill.

Emily was hired here at Golden Corral back in March 2012, at a point in which she was going through a tough time in her young life. She was very honest and up front with Golden Corral and management with her situation that was occurring in her life. We here at Golden Corral realized that life is not perfect. When seen that within Emily she was very dedicated to the circumstances in her life, as well as our business and getting back on track in life. With respect that we saw within Emily we all came together and worked together as a team in assisting Emily in any way that would support her.

Here we are into February 2015. Emily has come a long way in life as well in our establishment at Golden Corral. Emily continues to show great responsibility with her work ethic and smart decisions in life. She is always on task, leading by example, over achieving on all levels, and extremely personable with each and every guest that comes through our doors. She also receives great amounts of compliment's from our guests on her actions and quality service at Golden Corral.

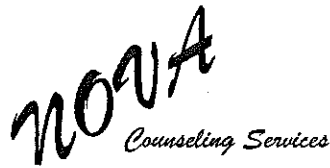
On behalf of Emily and the Golden Corral we could go on and on. From Golden Corral Management, Co-workers, and all our guests. It has been very much a great pleasure to have Emily as a part of our family. We look forward to great success with Emily and her bright future. With great pleasure, I thank you!

Sincerely,
Anthony Mahosky
Associate Manager

A handwritten signature in black ink, appearing to read 'Anthony Mahosky', written in a cursive style.

920-739-6093

PHONE: 800-298-8170
920-231-0143
FAX: 920-231-4246



3240 JACKSON ST.
OSHKOSH, WI 54901
WWW.NOVAOSHKOSH.COM

January 5, 2015

Emily Stibbe
604 9th St.
Menasha, WI 54902

To Whom It May Concern:

I am writing this letter on behalf and at the request of Emily A. Stibbe (D.O.B.: 1/27/86) who received treatment at this center for chemical dependence beginning 12/7/11. Ms. Stibbe initially completed 28-day, primary residential treatment and was discharged on 1/4/12 with staff approval. She then initiated transitional residential treatment at this center on 1/4/12 and completed this treatment after 90 days with staff approval on 4/3/12. Ms. Stibbe then initiated outpatient aftercare treatment on 4/5/12, also at this center. She remained engaged in this outpatient treatment component for more than 1 ½ years, and was discharged on 10/23/13. Her discharge status was absent without leave. Ms. Stibbe may use this letter for any purposes at her discretion.

Respectfully,

A handwritten signature in dark ink, appearing to read "Gerald A. McGlone", written over a horizontal line.

Gerald A. McGlone, LCSW, DCSW, CSAC, MAC, ICS
Substance Abuse Counselor



Dr. Susan A. May, President

1825 N. Bluemound Drive, P.O. Box 2277 • Appleton, WI 54912-2277
Phone (920) 735-5600 • Toll-free 1-800-735-FVTC (3882)
TTY (920) 735-2569 • FAX (920) 735-2582 • www.fvtc.edu

January 27, 2015

Wisconsin Department of Health Services
Office of Legal Counsel
One West Wilson Street, Room 651
P. O. Box 7850
Madison, Wisconsin 53707-7850

Dear Review Panel Members;

This missive is submitted to you as one of the three character reference letters for the rehabilitation review of Emily Stibbe, DOB 1/27/86. I am the Department Chair for the substance abuse counseling degree program in which Emily is enrolled here at Fox Valley Technical College in Appleton, Wisconsin. I have become acquainted with Emily as a result of my roles as her program advisor and primary instructor during the past year.

I think the best way for me to share my perceptions of Emily's character is to briefly comment on the manner in which she has approached the challenges and consequences posed by her past inappropriate conduct. Emily, from the first, was forthcoming about her legal history and her past substance abuse. She took the initiative to meet with me and to explain the situation. In cases like hers, uncertainty exists about the student's ability to obtain a field placement (part of the degree) and her ultimate employability. So a positive finding of the Review Panel is vital. Emily has been candid about her past and has taken the initiative to pursue this rehabilitation review with my guidance. This speaks to a high level of motivation, honesty, and integrity.

The fact that Emily successfully completed the requirements of her drug court experience and has shown neither a return to substance abuse nor to illegal behavior strongly suggests to me that she has made the kinds of internal changes that define the word "rehabilitation." As a licensed Clinical Substance Abuse Counselor for over 30 years, I know that it is changes in behavior and not just verbalized progress that show genuine remorse for past wrongdoing and true change in the heart of the individual. Emily is undaunted in her efforts to eventually become a substance abuse counselor and make out of her past a career in helping those who still struggle with drugs and alcohol.

Here at school, Emily has shown herself to be an excellent and dedicated student, compiling a cumulative grade point average of 4.0 over the past four terms. In the classroom, she demonstrates a very high level of motivation, responsibility, and scholarship. She has said to me on many occasions that learning as much as she possibly can about the profession is vital for her to be the best counselor she can be. Faculty are impressed by her counseling skills and her hardworking attitude.

My hope in writing this is to express my respect for Emily and my confidence in her ultimately being successful in our degree program. Her willingness to do whatever is necessary to fulfill her goal of providing treatment services to people with substance use disorders is unquestionable. Her level of demonstrated responsibility is exceptional, and her passion to grow, both personally and professionally, speaks to the true definition of rehabilitation as I understand it. I hope that you will consider her review request favorably. The future of my profession need people like Emily Stibbe to carry on the traditions of sound client care and ethical treatment.

Thank you for your attention to this letter.

Respectfully Yours,

Greg A. Delaney MSE, CSAC

Greg A. Delaney, MSE, CSAC
AODA Program Department Chair and Lead Instructor
(920) 735-4779 | delaney@fvtc.edu

Appleton

Chilton

Clintonville

Oshkosh

Waupaca

Wautoma

An Equal Opportunity Employer and Educator



"...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: 1/25/2016

RE: Action Item: Award contract to MSA Professional Services for design and engineering services for Erb Park and Pool for a contract of \$838,000 and a 5% contingency for a contract not to exceed \$879,900.

The 2016 Capital Improvement budget allocated monies to perform architectural and engineering services for the redevelopment of Erb Park and Aquatics. Six firms responded to Request for Proposals and were evaluated for relevant experience, project success, project team, project understanding/study methodology, project schedule and cost. It was important that the firms clearly demonstrated experience in park planning, aquatics design and architecture for the bathhouse and pavilion. For this project the Deputy Director and Recreation Programmer for aquatics and I scored the proposals.

Burbach Aquatics –	\$1,211,730 (Did not follow instructions, gave mix of fix fees and % of construction, thus we estimated based on construction of \$9.5 million)
GAI -	\$1,076,207
MSA -	\$838,000
Graef –	\$713,150
Martin & Riley -	\$766,952
McMahon -	\$731,681

After careful review our team recommends awarding a contract to MSA Professional Services for \$879,900. Note that MSA included all reimbursable expenses in their fee. The contingency only would be utilized if unforeseen circumstances such as poor soil conditions are encountered. MSA Professional Services was rated the highest based both on their proposal as well as their interview. Even though some firms may have provided a lower cost, the evaluation determined that the firm did not have all the necessary components, did not have experience with projects of the same size and scope, their teams had not previously worked on similar projects together or could not demonstrate the necessary vision for all areas of this project to ensure the investment is fully maximized.

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: Parks & Recreation Committee

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

DATE: 1/25/2016

RE: Action Item: Award contract to Alta Planning and Design for a contract of \$112,968 for the development of a Trails Master Plan

The 2016 Capital Improvement budget allocated monies for the development of a Trails Master Plan. Six firms responded to Request for Proposals and were evaluated for relevant experience, project success, project team, project understanding/study methodology, project schedule and cost. It was important that the firms clearly demonstrated experience in trail planning, design and engineering for riverfront trails, future trail connections and audits, cost estimating, and community meetings and workshops. For this project the Deputy Director of Parks & Recreation, the City Traffic Engineer from the Department of Public Works, the Principal Planner from East Central Wisconsin Regional Planning Commission and I scored the proposals.

Alta Planning and Design	\$112,968
SRF	\$102,825
Toole Design Group	\$99,264
Rettler Corporation	\$97,080
Corre, Inc.	\$74,232
Ayres Associates	\$38,604

After careful review our team recommends awarding a contract to Alta Planning and Design for \$112,968. Note that Alta included all reimbursable expenses in their fee while other firms did not. Alta Planning and Design was rated the highest following their interview. Even though some firms may have provided a lower cost, the evaluation determined that the firm did not have all the necessary components, did not have experience with projects of the same size and scope, their teams had not previously worked on similar projects together or could not demonstrate the necessary vision for all areas of this project to ensure the investment is fully maximized.

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



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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, Director of Parks, Recreation and Facilities Management

Date: January 26, 2016

Re: Action: Request to sole source contract to File Tech to rebuild a Mobile Shelving Unit at the Police Department for a contract fee of \$35,000 and a contingency of \$0 for a contract not to exceed \$35,000.

This memo is a request to sole source a contract to File Tech to rebuild an existing mobile shelving unit at the Police Station. The mobile shelving unit is a Montel unit. The only certified installer in Wisconsin is File Tech located in Greendale, WI.

During the construction of the Police Station, an existing unit, purchased several years prior, was re-installed and we were able to get an extra five years of service life from it.

Rebuilding the file system versus purchasing a completely new system is the most fiscally responsible choice as much of the current metal shelving can be re-utilized and would meet the needs of the Police Station well into the future. If new shelving was required it would add a minimum of \$15,000 depending on the final configuration and type of shelving ordered. Just about everything other than the metal shelving itself will be new, including a warranty of 5 years.

The work will include completely tearing down the old system, installing new rails, new decking, new carriages and wheels and the old shelving will be reinstalled.

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

CONTRACT AMENDMENT

Change Order No.

2

Date

01/21/16

Contract No. 26-15 for the following public work : Unit E-15 Miscellaneous Concrete and Street Excavation Repairs

between Al Dix Concrete, Inc. and the City of Appleton dated 07/15/15 is hereby changed in the following particular wit:

Item No.	Account No.	Current Contract Amount	Current Contingency	C.O. Amount (+/-)	Contingency (+/-)	New Contract Total	New Contingency Total
1	5222.6408	\$25,000.00				\$25,000.00	\$0.00
2	5230.6809.4	\$90,000.00		\$16,818.85		\$106,818.85	\$0.00
3	5357.6408	\$75,000.00				\$75,000.00	\$0.00
4	5371.6809.5	\$259,800.00		\$36,407.26		\$296,207.26	\$0.00
5	5427.6408	\$25,000.00				\$25,000.00	\$0.00
6	5431.6809.3	\$25,000.00				\$25,000.00	\$0.00
7	17015.6809.2	\$30,000.00				\$30,000.00	\$0.00
8	17032.6408	\$75,000.00				\$75,000.00	\$0.00
9	4350.6809.1.1914	\$80,000.00				\$80,000.00	\$0.00
10							
	Total	\$684,800.00	\$0.00	\$53,226.11	\$0.00	\$738,026.11	\$0.00

Reason for Change:

Additional street patches in conjunction with reconstruction of 17 catch basins on Pershing Street in preparation for 2016 asphalt overlay project.

Additional street patches on Glendale Avenue/Sandra Street following water main relay (the new water main was designed to be installed in the grass terrace, however existing buried private utilities in the grass terrace required that the new water main be installed under the Glendale Avenue/Sandra Street pavement).

The Contract Time will be increased by this Change Order:

NA Days

The Date of Completion as of the date of this Change Order therefore is:

NA

Committee Agenda Date:

01/27/16

Date approved by Council:



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

MEMORANDUM

TO: CEDC and Finance

FROM: Karen Harkness, Director of Community & Economic Development

DATE: January 20, 2016

RE: Hinshaw & Culbertson Contract

The Hinshaw & Culbertson (H&C) Contract for services and fees in Phase III was decided into two distinct parts. One being a flat fee of \$160,000 to be completed within the Phase III scope of work, and the other, hourly, budgeted at \$80,000. The division of work and fee into these two parts was to allow the City to better budget and manage the work needed as we progressed through Phase III.

However, real estate closing services were not included as part of the flat fee or the hourly fee.

City staff has worked closely with H & C to monitor the budget and the tasks that were required to successfully complete Phase III which allowed the City of Appleton to move forward with the Exhibition Center Project and the purchase of the proposed site on November 25, 2015.

Reimbursable expenses incurred after the November 25, 2015 purchase of the proposed site need to be aggregated to one business unit. Because of this, the approval of this invoice now needs to go to CEDC and then a budget adjustment will go to the Finance Committee.

Subsequent work dealing with purchase and closing continued into December 2015. As of December 31, 2015, the hourly services rendered are \$14,635.00 for a total of \$118,131.30. This puts the contract \$38,131.30 total over the \$80,000 budgeted for hourly work.

Phase III contract is finished as of Dec. 31, 2015.

Please contact me at 920-832-6468 or email Karen.Harkness@ Appleton.org with any questions.

CLIENT COPY

HINSHAW CONSULTING

Payment Address:
HINSHAW CONSULTING
C/O HINSHAW & CULBERTSON
222 NORTH LASALLE
CHICAGO IL 60601-1081

312.704.3000
IRS IDENTIFICATION NO. 36-2128133

*** INTERIM ***

Invoice No: 11536812

BDL GMB

JANUARY 19, 2016

In Connection with our Matter: 977432

City of Appleton
Karen Harkness
100 N. Appleton Street
Appleton, WI 54911

CITY OF APPLETON - EXHIBITION CENTER PHA.
Represent: City of Appleton

For professional services rendered through DECEMBER 31, 2015	\$14,635.00
Total amount due this invoice	<u>\$14,635.00</u>

If you have any questions concerning this invoice please contact BENJAMIN D. LAFROMBOIS, APPLETON office at (920) 738-7550.

Hinshaw & Culbertson LLP is an Illinois registered limited liability partnership that has elected to be governed by the Illinois Uniform Partnership Act (1997)

RETURN WITH PAYMENT

JANUARY 19, 2016
Invoice: 11536812
Payor: 82959
Matter: 977432

Regarding:

Fees:	\$14,635.00
Total this invoice:	<u>\$14,635.00</u>

PAYMENT DUE ON THIS INVOICE \$14,635.00

To Wire Payment: The PrivateBank and Trust Company, Chicago, IL ABA# 071006486 Acct# 2195102 – PLEASE
REFERENCE INVOICE NUMBER



MEMO

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

TO: Appleton Redevelopment Authority
FROM: Karen Harkness, Director
DATE: December 3, 2015
RE: Hinshaw & Culbertson Contract

The Hinshaw & Culbertson (H & C) contract for services and fees in Phase III was divided into two distinct parts. One being a flat fee of \$160,000, to be completed within the Phase III scope of work, and the other, hourly, budgeted at \$80,000. The division of work and fee into these two parts was to allow the City to better budget and manage the work needed as we progressed through Phase III.

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Documents are still being completed by the 10 municipalities and once received, a Closing Book with original documents from each municipality will be created and distributed to all 10 municipalities for their records. We anticipate this to be accomplished by the end of December.

Invoice Date	Billed Period	Invoice Amount	
9/25/2015	07/01/2015-9/11/2015	\$43,047.50	
10/8/2015	08/21/2015-09/30/2015	\$10,060.30	
11/13/2015	09/01/2015-10/30/2015	\$33,149.50	
	Subtotal	\$86,257.30	
12/1/2015	11/02/2015-12/01/2015	\$17,239.00	**Subject to final review. \$9293.00 of the \$17,239.00 is real estate related.
	BALANCE DUE	\$103,496.30	

Please contact Karen Harkness, Director of Community & Economic Development at 920-832-6408 or email Karen.Harkness@Appleton.org with any questions.



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

To: Chairperson Greg Dannecker and Members of the Finance Committee
Chairperson Kathy Plank and Members of the Finance Committee

From: Utilities Deputy Director, Chris Stempa

Date: January 22, 2016

Re: Utilities Committee Action: Award Digester Improvements Project Base Bid and Alternate Bids #1 and #2 to August Winter Construction in the amount of \$363,658 with contingency of \$38,000 for a project total not to exceed \$418,008

Finance Committee Action: Approve positive fund balance transfer of \$114,972 from the Bar Screen Project to Digester Improvements Project

Finance Committee Action: Approve special consideration of 2015 positive budget transfer of \$43,842 to fund O&M painting repairs as part of Digester Improvements Project

BACKGROUND:

The Digester Improvements Project is made up of O&M and Capital Improvement Project (CIP) budgeted tasks. The O&M tasks include exterior anaerobic digester fabric repair and steel coating work identified by the 2010-2012 anaerobic digester conditions assessments. The CIP elements involve optimizing the exiting gas (methane or "biogas") mixing system, installing modern gas metering technology, and introducing process instruments and SCADA improvements for improved process control. The digester gas piping system modifications and process control improvements are projected to reduce energy consumption by up to \$34,000 per year. The gas mix system modifications are also designed to improve contact stabilization and thus treatment. By proxy, biogas production is anticipated to increase over the existing systems capabilities. The additional gas production could create future biogas utilization opportunities that expand upon successful sustainability investments like the 2010 AWWTP boiler project. Since the biogas fired boilers were installed in 2010, the AWWTP has offset natural gas consumption on average by over \$150,000 per year.

The gas pipe cleaning and inspection work completed in mid-2015 was the first phase of the maintenance tasks completed under the umbrella of the Digester Improvements Project. The work plan for these tasks are complex because of the need to maintain continuity of treatment

operation and regulatory compliance coupled with care needed to mitigate dangers associated with explosive gas environment which occurs naturally as part of the anaerobic digestion process. Focus on Energy has approved the AWWTP for a \$22,695 project because of the electrical and natural gas reduction potential. The grant award is predicated on final project completion by August 1, 2016.

BIDS:

On January 14, 2016 the City reviewed the contractor quote and verified that that it met submittal requirements. August Winter was the only contractor that provided a bid response. August Winter has successfully completed project work for the AWWTP in the past and is familiar with the anaerobic digester gas system. Firms who attended the pre-bid meeting in a follow-up conversation were asked why a bid was not provided. Answers included workload, projected schedule, and the blend of mechanical and exterior coating tasks.

The August Winter bid is summarized in the table below. The base bid includes biogas system improvements, digester cover repair, and recoating of upper level digester metal cladding. Alternate Bid #1 includes the costs to recoat the exterior metal cladding at the base of each anaerobic digester. Alternate Bid #2 facilitates the upgrades of existing programmable logic controllers (PLCs) which have reached their useful life. These costs were not envisioned when the CIP was originally developed. BID #2 replaces the existing Modicon Quantum Processor and Ethernet Module with an updated Modicon Unity Processor. It also includes the conversion of the existing Concept program to Unity Pro XL which is being phased out.

Company	Base Bid	Alt. Bid #1	Alt. Bid #2	Total Bid Price
August Winter	\$334,808	\$16,350	\$28,850	\$418,008

The Utility requests the transfer of \$114,972 in remaining funds from the AWWTP Bar Screen Project and the transfer of \$43,842 from the 2015 positive O&M budget variance to cover the shortfall between the total bid price and the remaining original project budget. The Finance Department was consulted and provided this recommendation.

RECOMMENDATION:

I am requesting an award of the Digester Improvements Project Base Bid and Alternate Bids #1 and #2 to August Winter Construction in the amount of \$363,658 with contingency of \$38,000 for a project total not to exceed \$418,008

If you have any questions or require additional information regarding this project please contact Chris Stempa at 920-832-5945.



"...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 Greg Dannecker and Members of the Finance Committee
Chairperson Kathy Plank and Members of the Finance Committee

From: Utilities Deputy Director, Chris Stempa

Date: January 22, 2016

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If you have any questions or require additional information regarding this project please contact Chris Stempa at 920-832-5945.



MEMORANDUM

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

TO: Community and Economic Development Committee

FROM: Matt Rehbein, Economic Development Specialist

DATE: January 19, 2016

RE: Northeast Business Park – Lots 9 & 10 in the Northeast Industrial Park, PID: 1-5367 & 1-5368 Repurchase

Romenesko Developments, Inc. purchased the above mentioned lots from the City of Appleton on May 15, 2015 for the purpose of construction two multi-tenant buildings. On Lot 9 a building of approximately 12,500 square feet was anticipated and on Lot 10, a building of approximately 17,500 square feet was anticipated.

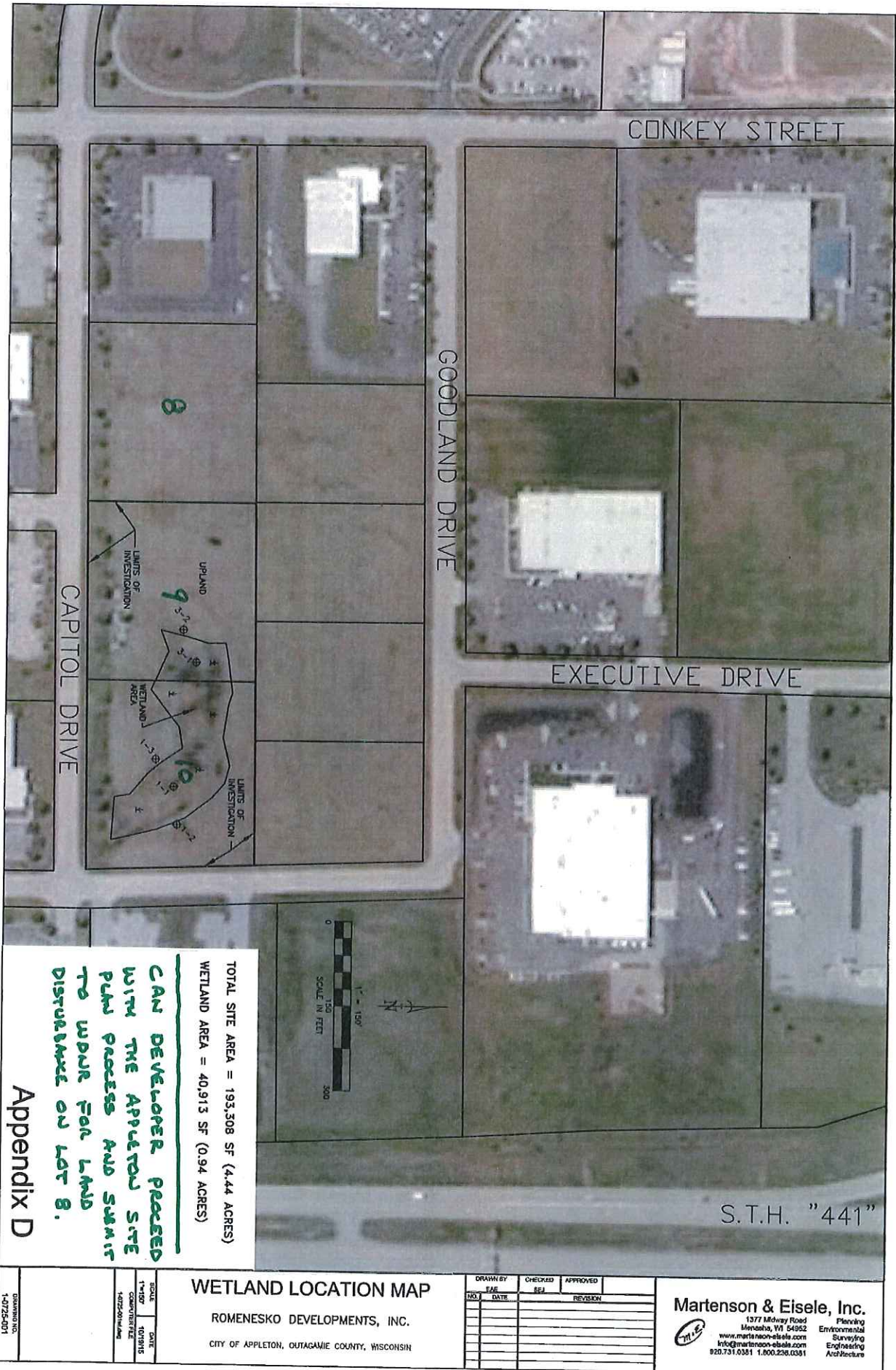
Subsequently, in completion of their due diligence, Romenesko Developments discovered the delineation of wetlands on both sites as indicated on the attached Exhibit A. The City had conducted routine due diligence related to wetlands at the time of platting, however the location of wetlands is dynamic over time. Neither the City nor Romenesko Developments expected wetlands to be found on either site.

The determination of wetlands adds both cost in terms of engineering fees, as well as additional time to secure a determination(s) on whether the sites, or portions of, are buildable. Romenesko Developments, Inc. has a lease agreement with a current tenant and they would not have time to meet their contractual obligations if they were to explore the necessary determination(s) and permitting from the DNR necessary to build on these two sites. For this reason, Romenesko Developments, Inc. has an accepted offer to purchase pending on Lot 8 in the Northeast Industrial Park.

In the interest of reaching a reasonable resolution and promoting future development in the City, the attached letter, dated January 12, 2016 was presented to Romenesko Developments, Inc., the terms of which they agreed to on January 13, 2016.

Staff Recommendation:

Community and Economic Development Department repurchase Lot 10 of Plat 4, in the Northeast Industrial Park from Romenesko Developments, Inc. for the original purchase price of \$35,000.00 per acre for a total of \$79,800.00 (2.28 Acres x \$35,000 per acre) be approved.





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**Community & Economic
Development**

100 North Appleton Street
Appleton, Wisconsin 54911-4799
(920) 832-6463 FAX (920) 832-5994
e-mail: matthew.rehbein@appleton.org

January 12, 2016

Mr. Carl Romenesko
Romenesko Developments, Inc.
1818 E. Wisconsin Ave.
Appleton, WI 54911

Re: Lots 9 & 10 in the Northeast Industrial Park, PID: 1-5367 & 1-5368, Wetlands

Dear Mr. Romenesko:

This letter is in response to the conversations we've had regarding the above mentioned lots and the discovery, subsequent to your taking ownership, that portions of both are considered wetlands. The City sold the parcels in good faith, with the understanding that both lots were buildable. The delineation of wetlands was a surprise to us both.

Per the information we have received, there is 8,681 square feet of wetland located along the eastern portion of Lot 9 and substantially more (32,252 sf) on Lot 10 extending from the northwest corner to the southeast corner.

Given the square footage of wetlands on Lot 9 is under 10,000 square feet, this should be buildable with a General Permit from the DNR. We understand the turnaround for a General Permit is 2 to 4 weeks. While some reconfiguration on site may be required, the parcel should still be usable for the originally anticipated 12,500 square foot building.

Given the location of the wetlands on Lot 10, we agree that the ability to construct a 17,500 square foot building on that lot is more uncertain given the additional permitting steps and DNR Individual Permit approval.

I have reviewed this information with others within our department, the City Attorney's office and our Stormwater Engineers. For the reason(s) cited above, we would agree to the City buying back Lot 10 at the original purchase price of \$35,000 per acre ($\$35,000 \times 2.28\text{Ac} = \$79,800$). This transaction would only apply to Lot 10 and you would retain ownership of Lot 9.

If you are agreeable to this proposal, I will prepare a memorandum for the next scheduled CEDC Meeting which is January 27, 2016. This would then go before the Common Council for final approval on February 3, 2016 and we should be able to close shortly thereafter.

I appreciate your willingness to work with the City to address this unforeseen circumstance. I look forward to hearing back from you. Thank you.

Sincerely,



Matthew J. Rehbein
Economic Development Specialist

Cc: Karen Harkness, Director
Monica Stage, Deputy Director
Chris Behrens, Deputy City Attorney
Sue Olson, Professional Engineer
Pete Neuberger, Professional Engineer



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

MEMORANDUM

TO: CEDC and Finance

FROM: Karen Harkness, Director of Community & Economic Development

DATE: January 20, 2016

RE: Hinshaw & Culbertson Contract

The Hinshaw & Culbertson (H&C) Contract for services and fees in Phase III was decided into two distinct parts. One being a flat fee of \$160,000 to be completed within the Phase III scope of work, and the other, hourly, budgeted at \$80,000. The division of work and fee into these two parts was to allow the City to better budget and manage the work needed as we progressed through Phase III.

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Reimbursable expenses incurred after the November 25, 2015 purchase of the proposed site need to be aggregated to one business unit. Because of this, the approval of this invoice now needs to go to CEDC and then a budget adjustment will go to the Finance Committee.

Subsequent work dealing with purchase and closing continued into December 2015. As of December 31, 2015, the hourly services rendered are \$14,635.00 for a total of \$118,131.30. This puts the contract \$38,131.30 total over the \$80,000 budgeted for hourly work.

Phase III contract is finished as of Dec. 31, 2015.

Please contact me at 920-832-6468 or email Karen.Harkness@ Appleton.org with any questions.



MEMO

TO: Appleton Redevelopment Authority
FROM: Karen Harkness, Director
DATE: December 3, 2015
RE: Hinshaw & Culbertson Contract

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11/13/2015	09/01/2015-10/30/2015	\$33,149.50	
	Subtotal	\$86,257.30	
12/1/2015	11/02/2015-12/01/2015	\$17,239.00	**Subject to final review. \$9293.00 of the \$17,239.00 is real estate related.
	BALANCE DUE	\$103,496.30	

Please contact Karen Harkness, Director of Community & Economic Development at 920-832-6408 or email Karen.Harkness@Appleton.org with any questions.

CLIENT COPY

HINSHAW CONSULTING

Payment Address:
HINSHAW CONSULTING
C/O HINSHAW & CULBERTSON
222 NORTH LASALLE
CHICAGO IL 60601-1081

312.704.3000
IRS IDENTIFICATION NO. 36-2128133

*** INTERIM ***

Invoice No: 11536812

BDL GMB

JANUARY 19, 2016

In Connection with our Matter: 977432

City of Appleton
Karen Harkness
100 N. Appleton Street
Appleton, WI 54911

CITY OF APPLETON - EXHIBITION CENTER PHA.
Represent: City of Appleton

For professional services rendered through DECEMBER 31, 2015	\$14,635.00
Total amount due this invoice	\$14,635.00

If you have any questions concerning this invoice please contact BENJAMIN D. LAFROMBOIS, APPLETON office at (920) 738-7550.

Hinshaw & Culbertson LLP is an Illinois registered limited liability partnership that has elected to be governed by the Illinois Uniform Partnership Act (1997)

RETURN WITH PAYMENT

JANUARY 19, 2016
Invoice: 11536812
Payor: 82959
Matter: 977432

Regarding:

Fees:	\$14,635.00
Total this invoice:	\$14,635.00

PAYMENT DUE ON THIS INVOICE \$14,635.00

To Wire Payment: The PrivateBank and Trust Company, Chicago, IL ABA# 071006486 Acct# 2195102 – PLEASE
REFERENCE INVOICE NUMBER



MEMORANDUM

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

TO: Community & Economic Development Committee (CEDC)
FROM: Monica Stage, Deputy Director
DATE: January 21, 2016
RE: Extension of Option to Purchase 21 Acres in Southpoint Commerce Park

The City of Appleton has received a request for a five-month extension to the Option to Purchase twenty-one (21) acres of land at the northwest corner of Eisenhower Drive and Midway Road in Southpoint Commerce Park from United Investments, Inc. and/or assigns. United Investments, Inc. is planning to construct a light manufacturing facility on the site. The current Option expires January 31, 2016.

United Investments, Inc.'s fee for the extension of the Option to Purchase for five months (February 1 – June 30, 2016) will be \$3,444 (0.41% of the purchase price) and will be applied to the purchase price.

The following attachments include the original Option to Purchase agreement, staff memo and map.

Staff Recommendation:

The extension to the Option to Purchase by United Investments, Inc. and/or assigns to purchase twenty-one (21) acres of land, more or less, at the northwest corner of Eisenhower Drive and Midway Road at a purchase price of \$840,000 (\$40,000 per acre) **BE APPROVED.**

**UNITED INVESTMENTS, INC
P.O. BOX 620
KAUKAUNA, WI 54130**

January 22, 2016

Monica Stage, Deputy Director
CITY OF APPLETON
COMMUNITY DEVELOPMENT
100 N. Appleton Street
Appleton, WI 54911

RE: Southpoint Commerce Industrial Park


Dear Monica:

United Investments, Inc. would like to request an extension of its option to purchase the 21 acre parcel in the Southpoint Commerce Industrial Park.

Our request is to have the extension expire June 30, 2016, with the anticipated cost of the option to be \$3,444.00.

Should you have any questions, please do not hesitate to call me at 920-427-4453.

Best regards,
UNITED INVESTMENTS, INC.



Dale Hulce
Project Manager/Co-Owner

WB-24 OPTION TO PURCHASE

1 LICENSEE DRAFTING THIS OPTION ON ~~October 12, 2015~~ October 12, 2015 [DATE] IS (AGENT OF BUYER)
2 (AGENT OF SELLER/LISTING BROKER) (AGENT OF BUYER AND SELLER) **STRIKE THOSE NOT APPLICABLE**
3 The Seller (Optionor), City of Appleton, hereby grants to
4 the Buyer (Optionee), United Investments, Inc. and/or its Assigns
5 an option to purchase (Option) the Property known as [Street Address] Southpoint Commerce Park - 21 acres parcel - northwest
6 Corner of Eisenhower and Midway Road as depicted in Exhibit A in the City
7 of Appleton, County of Calumet, Wisconsin, on the following terms:
8 **DEADLINE FOR GRANT OF OPTION** This Option is void unless a copy of the Option, or separate but identical copies, is/are signed by all
9 Sellers and delivered to Buyer on or before _____ (Time is of the Essence).
10 **OPTION TERMS**
11 ■ **INITIAL OPTION TERM:** A nonrefundable option fee of \$ 2,100.00 will be paid by Buyer to Seller within ten (10) days
12 of the later of: (i) the granting of this Option, or (ii) the deadline for execution of a lease if line 141 of this Option is checked. This Option may only be
13 exercised if Buyer delivers written notice to Seller no later than midnight January 31, 2016 unless extended below.
14 ■ **EXTENDED OPTION TERM:** The Deadline to exercise this Option shall be extended until midnight _____, upon
15 payment of \$ _____ to Seller on or before _____, as an option
16 extension fee which shall not be refundable.
17 ■ **EXERCISE:** To exercise this Option, Buyer must sign and deliver (i) the notice at lines 355-361, or (ii) any other written notice which states that
18 Buyer exercises this Option. If the Option is exercised, \$ 2,100.00 of the option fee and \$ -0- of the
19 option extension fee, if any, shall be a credit against the purchase price at closing.
20 **CAUTION:** If the option fees are to be paid into listing broker's trust account or to a third party, specify in additional provisions at lines 256-268
21 or 326-330 or in a separate agreement attached per line 325.
22 **TERMS OF PURCHASE** If this Option is exercised per the terms of this Option, the following shall be the terms of purchase:
23 ■ **PURCHASE PRICE:** Eight hundred and forty thousand Dollars
24 (\$ 840,000.00) will be paid in cash or equivalent at closing unless otherwise provided below.
25 ■ **INCLUDED IN PURCHASE PRICE:** Seller is including in the purchase price the Property, all Fixtures on the Property on the date of this Option
26 not excluded at lines 28-29, and the following additional items: _____
27 _____
28 ■ **NOT INCLUDED IN PURCHASE PRICE:** _____
29 _____
30 **CAUTION:** Identify trade fixtures owned by tenant, if applicable, and Fixtures that are on the Property (see lines 75-82) to be excluded by
31 Seller or which are rented and will continue to be owned by the lessor.
32 **NOTE:** The terms of this Option, not the listing contract or marketing materials, determine what items are included/excluded.
33 **OPTIONAL PROVISIONS** TERMS OF THIS OPTION THAT ARE PRECEDED BY AN OPEN BOX (☐) ARE PART OF THIS OPTION ONLY IF
34 THE BOX IS MARKED SUCH AS WITH AN "X." THEY ARE NOT PART OF THIS OPTION IF MARKED "N/A" OR ARE LEFT BLANK.
35 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Option, delivery of documents and written notices to a
36 party shall be effective only when accomplished by one of the methods specified at lines 37-54.
37 (1) **Personal Delivery:** giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at line 38 or 39.
38 Seller's recipient for delivery (optional): 100 N. Appleton Street, Appleton, WI 54911
39 Buyer's recipient for delivery (optional): _____
40 ☐ (2) **Fax:** fax transmission of the document or written notice to the following telephone number:
41 Seller: (_____) Buyer: (_____) _____
42 ☐ (3) **Commercial Delivery:** depositing the document or written notice fees prepaid or charged to an account with a commercial delivery
43 service, addressed either to the Party, or to the Party's recipient for delivery if named at line 38 or 39, for delivery to the Party's delivery address at
44 line 47 or 48.
45 ☐ (4) **U.S. Mail:** depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party, or to the Party's
46 recipient for delivery if named at line 38 or 39, for delivery to the Party's delivery address at line 47 or 48.
47 Delivery address for Seller: _____
48 Delivery address for Buyer: _____
49 ☐ (5) **E-Mail:** electronically transmitting the document or written notice to the Party's e-mail address, if given below at line 53 or 54. If this is a
50 consumer transaction where the property being purchased or the sale proceeds are used primarily for personal, family or household purposes,
51 each consumer providing an e-mail address below has first consented electronically to the use of electronic documents, e-mail delivery and
52 electronic signatures in the transaction, as required by federal law.
53 E-Mail address for Seller (optional): _____
54 E-Mail address for Buyer (optional): _____
55 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) payment of option fees; (2) payment of extension fees; (3) Seller's grant of this
56 Option; (4) Buyer's exercise of this Option; (5) occupancy; (6) date of closing; **STRIKE AS APPLICABLE** and all other dates and Deadlines in this
57 Option except: _____. If "Time is of the Essence" applies
58 to a date or Deadline, failure to perform by the exact date or Deadline is a breach of contract. If "Time is of the Essence" does not apply to a date
59 or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.
60 **PERSONAL DELIVERY/ACTUAL RECEIPT** Personal delivery to, or Actual Receipt by, any named Buyer or Seller constitutes personal delivery
61 to, or Actual Receipt by, all Buyers or Sellers.

62 **DEFINITIONS**

63 ■ **ACTUAL RECEIPT:** "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document or written notice
64 physically in the Party's possession, regardless of the method of delivery.

65 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by excluding the day the event
66 occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day. Deadlines expressed as a specific number
67 of "business days" exclude Saturdays, Sundays, any legal public holiday under Wisconsin or Federal law, and any other day designated by the
68 President such that the postal service does not receive registered mail or make regular deliveries on that day. Deadlines expressed as a specific
69 number of "hours" from the occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24
70 hours per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as closing, expire at
71 midnight of that day.

72 ■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would significantly impair
73 the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would significantly shorten or adversely affect
74 the expected normal life of the premises or adversely affect the use of the Property.

75 ■ **FIXTURE:** A "Fixture" is an item of property which is physically attached to or so closely associated with land or improvements so as to be
76 treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage to the premises,
77 items specifically adapted to the premises and items customarily treated as fixtures, including, but not limited to, all: garden bulbs; plants; shrubs
78 and trees; screen and storm doors and windows; electric lighting fixtures; window shades; curtain and traverse rods; blinds and shutters; central
79 heating and cooling units and attached equipment; water heaters and treatment systems; sump pumps; attached or fitted floor coverings; awnings;
80 attached antennas; garage door openers and remote controls; installed security systems; central vacuum systems and accessories; in-ground
81 sprinkler systems and component parts; built-in appliances; ceiling fans; fences; storage buildings on permanent foundations and docks/piers on
82 permanent foundations. A "Fixture" does not include trade fixtures owned by tenants of the Property.

83 **CAUTION:** Exclude any Fixtures to be retained by Seller or which are not owned by Seller, such as rented fixtures (e.g., water softener
84 or other water conditioning systems, home entertainment and satellite dish components, L.P. tanks, etc.) on lines 28-29.

85 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 5-7.

86 **PROPERTY DIMENSIONS AND SURVEYS** Buyer acknowledges that any land, building or room dimensions, or total acreage or building square
87 footage figures, provided to Buyer by Seller or by a broker, may be approximate because of rounding, formulas used or other reasons, unless
88 verified by survey or other means.

89 **CAUTION:** Buyer should verify total square footage formula, total square footage/acreage figures, and land, building or room
90 dimensions, if material.

91 **BUYER'S WALK-THROUGHS** Within 3 days of the earlier of: (i) the Deadline for Buyer's exercise of this Option; or (ii) the Buyer's exercise of
92 this Option; and again within 3 days prior to closing, at a reasonable time pre-approved by Seller or Seller's agent, Buyer shall have the right to
93 walk through the Property to determine that there has been no significant change in the condition of the Property, except for ordinary wear and
94 tear and changes approved by Buyer, and that any Defects Seller has agreed to cure have been repaired in the manner agreed to by the Parties.

95 **PROPERTY DAMAGE BETWEEN EXERCISE OF OPTION AND CLOSING** Seller shall maintain the Property until the earlier of closing or
96 occupancy of Buyer in materially the same condition as of the date Buyer exercises this Option, except for ordinary wear and tear. If, prior to
97 closing, the Property is damaged in an amount of not more than five percent (5%) of the purchase price, Seller shall be obligated to repair the
98 Property and restore it to the same condition that it was on the day this Option was exercised. No later than closing, Seller shall provide Buyer with
99 lien waivers for all lienable repairs and restoration. If the damage shall exceed such sum, Seller shall promptly notify Buyer in writing of the
100 damage and this Option may be canceled at the option of Buyer. Should Buyer elect to carry out this Option despite such damage, Buyer shall be
101 entitled to the insurance proceeds, if any, relating to the damage to the Property, plus a credit towards the purchase price equal to the amount of
102 Seller's deductible on such policy, if any. However, if this sale is financed by a land contract or a mortgage to Seller, any insurance proceeds shall
103 be held in trust for the sole purpose of restoring the Property.

104 **DISTRIBUTION OF INFORMATION** Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of the Option to Buyer's
105 lender, appraisers, title insurance companies and any other settlement service providers for the transaction as defined by the Real Estate
106 Settlement Procedures Act (RESPA); (ii) report sales and financing concession data to multiple listing service sold databases; and (iii) provide
107 active listing, pending sale, closed sale and financing concession information and data, and related information regarding seller contributions,
108 incentives or assistance, and third party gifts, to appraisers researching comparable sales, market conditions and listings, upon inquiry.

109 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and persons registered with the
110 registry by contacting the Wisconsin Department of Corrections on the Internet at <http://www.widocoffenders.org> or by telephone at (608) 240-
111 5830.

112 **CLOSING** This transaction is to be closed (within ninety (90) days after the exercise of this Option) (no later
113 than) **STRIKE AND COMPLETE AS APPLICABLE** at the place selected by Seller, unless otherwise
114 agreed by the Parties in writing.

115 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values: real estate taxes,
116 rents, prepaid insurance (if assumed), private and municipal charges, property owners association assessments, fuel and
117

118 **CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.**

119 Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.

120 Real estate taxes shall be prorated at closing based on [CHECK BOX FOR APPLICABLE PRORATION FORMULA]:

121 ☒ The net general real estate taxes for the preceding year, or the current year if available (Net general real estate taxes are defined as
122 general property taxes after state tax credits and lottery credits are deducted) (NOTE: THIS CHOICE APPLIES IF NO BOX IS CHECKED)

123 ☐ Current assessment times current mill rate (current means as of the date of closing)

124 ☐ Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior year, or current year if
125 known, multiplied by current mill rate (current means as of the date of closing)

126 ☐

127 **CAUTION: Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be substantially**
128 **different than the amount used for proration especially in transactions involving new construction, extensive rehabilitation, remodeling**
129 **or area-wide re-assessment. Buyer is encouraged to contact the local assessor regarding possible tax changes.**

130 ☐ Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on the actual tax bill for
131 the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5 days of receipt, forward a copy of the bill
132 to the forwarding address Seller agrees to provide at closing. The Parties shall re-prorate within 30 days of Buyer's receipt of the actual tax
133 bill. Buyer and Seller agree this is a post-closing obligation and is the responsibility of the Parties to complete, not the responsibility of the real
134 estate brokers in this transaction.

135 **LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights under the lease(s) and
136 transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the (written) (oral) **STRIKE ONE** lease(s), if any, are
137

138 Insert additional terms, if any, at lines 256-268 or 326-330 or attach as an addendum per line 325.

139 **LEASE-OPTION PROVISIONS** [CHECK BOX ON LINE 140 OR 141, IF APPLICABLE]:

140 ☐ Concurrent with the granting of the Option, Seller and Buyer have entered into a written lease for the Property.

141 ☐ This Option is contingent upon Seller and Buyer, within days from the granting of this Option, entering into a written lease
142 for the Property with minimum terms which shall include: term from to and
143 an initial rent of \$ per month or this Option shall be null and void.

144 [CHECK ANY OF THE FOLLOWING THAT APPLY, IF LINE 140 OR 141 WAS CHECKED ABOVE]:

145 ☐ In the event that this Option is timely exercised, \$ of each monthly rent payment of \$
146 shall be applied to the purchase price while the balance shall be deemed solely rent that is retained by Seller.

147 **NOTE: Lenders may not recognize a credit for rent paid under a lease.**

148 ☐ Buyer may not exercise this Option unless Buyer is current with all rent.

149 ☐ Any material breach of the lease by Buyer shall also constitute a default under this Option.

150 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that, as of the date Seller grants this Option, Seller has no notice or
151 knowledge of any Defects (lines 72-74) other than those identified in Seller's disclosure report dated

152 and, if applicable, Real Estate Condition Report dated , and, if applicable, Vacant Land Disclosure Report
153 dated , which was/were received by Buyer prior to Buyer signing this Option and which is/are made a part of this Option
154 by reference **COMPLETE DATES OR STRIKE AS APPLICABLE** and

155 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE OR CONDITION REPORT(S)**

156 **CAUTION: If the Property includes 1-4 dwelling units, a Real Estate Condition Report containing the disclosures provided in Wis. Stat. §**
157 **709.03 may be required. If the Property does not include any buildings, a Vacant Land Disclosure Report containing the disclosures**
158 **provided in Wis. Stat. § 709.033 may be required. Excluded from these requirements are sales of property with 1-4 dwelling units that**
159 **has never been inhabited, sales exempt from the real estate transfer fee, and sales by certain court-appointed fiduciaries (for example,**
160 **personal representatives who have never occupied the Property). The buyer may have certain rescission rights per Wis. Stat. § 709.05 if**
161 **Seller does not furnish such report(s) within 10 days after Seller grants this Option or if a report disclosing Defects is furnished before**
162 **expiration of those 10 days, but after the Option is submitted to Seller. Buyer should review the report form or consult with an attorney**
163 **for additional information regarding rescission rights.**

164 Seller agrees to notify Buyer in writing of any Defect which Seller becomes aware of after Seller's granting of, but prior to Buyer's exercise of this
165 Option, which is materially inconsistent with the above representations. For purposes of this provision (lines 150-156), Defect does not include
166 structural, mechanical or other conditions of which the Buyer has actual knowledge or written notice or which Buyer discovers prior to the exercise
167 of this Option.

168 **ZONING** Seller represents that the property is zoned M-1 Industrial

170 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this Option at lines 256-
 171 268 or 326-330 or in an addendum attached per line 325. At time of Buyer's occupancy, Property shall be in broom swept condition and free of all
 172 debris and personal property except for personal property belonging to current tenants, or that sold to Buyer or left with Buyer's consent.
 173 Occupancy shall be given subject to tenant's rights, if any.

174 **CAUTION:** Consider an agreement which addresses responsibility for clearing the Property of personal property and debris, if applicable.

175 **RENTAL WEATHERIZATION** Unless otherwise agreed, Buyer shall be responsible for compliance with Rental Weatherization Standards (Wis.
 176 Admin. Code Ch. SPS 367), if applicable.

177 **DEFAULT** Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and conditions of this Option. A
 178 material failure to perform any obligation under this Option is a default which may subject the defaulting party to liability for damages or other legal
 179 remedies.

180 If Buyer defaults, Seller may:

- 181 (1) sue for specific performance if Buyer has exercised this Option; or
- 182 (2) terminate the Option and may sue for actual damages.

183 If Seller defaults, Buyer may:

- 184 (1) sue for specific performance; or
- 185 (2) terminate the Option and may sue for actual damages.

186 In addition, the Parties may seek any other remedies available in law or equity.

187 The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the discretion of the
 188 courts. If either Party defaults, the Parties may renegotiate the Option or seek nonjudicial dispute resolution instead of the remedies outlined
 189 above. By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of law those disputes covered by the arbitration
 190 agreement.

191 **NOTE: IF ACCEPTED, THIS OPTION CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD READ THIS**
 192 **DOCUMENT CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS OF THE OPTION BUT ARE**
 193 **PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OPTION OR HOW TITLE**
 194 **SHOULD BE TAKEN AT CLOSING. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.**

195 **ENTIRE CONTRACT** This Option, including any amendments to it, contains the entire agreement of the Buyer and Seller regarding the
 196 transaction. All prior negotiations and discussions have been merged into this Option. This agreement binds and inures to the benefit of the
 197 Parties to this Option and their successors in interest.

198 **BUYER DUE DILIGENCE** Prior to the granting or exercising of this Option, Buyer may wish to perform certain authorized inspections,
 199 investigations and testing of the Property. Buyer shall provide for any specific inspections, investigations or tests Buyer intends to perform as part
 200 of Buyer's due diligence items on lines 256-268, 314-321, or 326-330 or attach as an addendum per line 325. In addition, Buyer may need to obtain
 201 and review documents relevant to financing approval, appraisals, or perform general due diligence activities for the transaction, including but not
 202 limited to: business records, condominium documents, maps or other information, municipal and zoning ordinances, recorded building and use
 203 restrictions, covenants and easements of record, as they may prohibit or restrict certain uses and improvements for the Property. Buyer may also
 204 need to obtain or verify certain permits, zoning variances, other governmental or private approvals, environmental audits and subsoil tests,
 205 required road improvements, utility hook-up and installation costs, or other development related costs and fees, in order to fully determine the
 206 feasibility of any proposed or planned development of the Property. Seller agrees to cooperate with Buyer as necessary to complete any due
 207 diligence items or any authorized investigations, testing and inspections as provided for in this Option, without cost to Seller, unless otherwise
 208 agreed by the Parties in writing.

209 **RECORDING OF OPTION** Buyer (may) (may not) ~~STRIKE ONE~~ record this Option at Buyer's expense.
210 Buyer (may) (may not) ~~STRIKE ONE~~ ("may" if neither is stricken) record a separate instrument evidencing this Option at Buyer's expense. If this
211 Option or a separate instrument evidencing this Option is to be recorded, insert legal description at lines 256-268 or 326-330 or attach as an
212 addendum per line 325. If recording, the parties agree to provide authenticated or acknowledged signatures as may be required.
213 **CAUTION:** Failure to record may give persons with subsequent interests in the Property priority over this Option.

214 **TITLE EVIDENCE**

215 ■ **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed (or condominium
216 deed if Property is a condominium unit, trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other
217 conveyance as provided herein), free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements
218 entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use restrictions and
219 covenants, present uses of the Property in violation of the foregoing disclosed in Seller's Real Estate Condition Report and in this Option, general
220 taxes levied in the year of closing and _____

221 _____ which constitutes merchantable title for purposes of
222 this transaction. Seller shall complete and execute the documents necessary to record the conveyance at Seller's cost and pay the Wisconsin
223 Real Estate Transfer Fee. The Parties agree that Seller shall not rezone the Property or create any additional liens or encumbrances on title after
224 Seller grants this Option without Buyer's written consent except for liens and encumbrances that will be removed at closing.

225 **WARNING:** Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements may prohibit certain
226 improvements or uses and therefore should be reviewed, particularly if Buyer contemplates making improvements to Property or a use
227 other than the current use.

228 ■ **TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of the purchase price on a
229 current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall pay all costs of providing title evidence to Buyer.
230 Buyer shall pay all costs of providing title evidence required by Buyer's lender.

231 ■ **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's)(Buyer's) ~~STRIKE ONE~~ ("Seller's"
232 if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded after the effective date of the title insurance
233 commitment and before the deed is recorded, subject to the title insurance policy exclusions and exceptions, provided the title company will issue
234 the endorsement. If a gap endorsement or equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for
235 closing (see lines 242-248).

236 ■ **PROVISION OF MERCHANTABLE TITLE:** For purposes of closing, title evidence shall be acceptable if the required title insurance
237 commitment is delivered to Buyer's attorney or Buyer not more than _____ days after Seller grants this Option ("15" if left blank), showing
238 title to the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per lines 215-223, subject only to
239 liens which will be paid out of the proceeds of closing and standard title insurance requirements and exceptions, as appropriate.

240 **CAUTION:** Buyer should consider obtaining an update of the title commitment prior to exercising this Option.

241 ■ **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of objections to title within
242 _____ days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In such event, Seller shall have a
243 reasonable time, but not exceeding _____ days ("5" if left blank), from Buyer's delivery of the notice stating title objections, to deliver notice
244 to Buyer stating Seller's election to remove the objections by the time set for closing. In the event that Seller is unable to remove said objections,
245 Buyer may deliver to Seller written notice waiving the objections, and the time for closing shall be extended accordingly. If Buyer does not waive
246 the objections, Buyer shall deliver written notice of termination and this Option shall be null and void. Providing title evidence acceptable for
247 closing does not extinguish Seller's obligations to give merchantable title to Buyer.

248 ■ **SPECIAL ASSESSMENTS/OTHER EXPENSES:** Special assessments, if any, levied or for work actually commenced prior to the date this
249 Option is exercised shall be paid by Seller no later than closing. All other special assessments shall be paid by Buyer.

250 **CAUTION:** Consider a special agreement if area assessments, property owners association assessments, special charges for current
251 services under Wis. Stat. § 66.0627 or other expenses are contemplated. "Other expenses" are one-time charges or ongoing use fees
252 for public improvements (other than those resulting in special assessments) relating to curb, gutter, street, sidewalk, municipal water,
253 sanitary and storm water and storm sewer (including all sewer mains and hook-up/connection and interceptor charges), parks, street
254 lighting and street trees, and impact fees for other public facilities, as defined in Wis. Stat. § 66.0617(1)(f).

255 **ADDITIONAL PROVISIONS**

256 _____
257 _____
258 _____
259 _____
260 _____
261 _____
262 _____
263 _____
264 _____
265 _____
266 _____
267 _____
268 _____

269 **CONDOMINIUM UNITS**

270 **CAUTION:** If this Option involves a condominium unit, Buyer should obtain and review the condominium disclosure documents before
271 entering into this Option. See lines (198-208)

272 If the Property is a residential condominium unit, Seller must comply with the following:

273 ■ **CONDOMINIUM DISCLOSURE MATERIALS:** Seller agrees to provide Buyer, at Seller's cost, within 10 days of Buyer exercising this Option,
274 but no later than 15 days prior to closing, current and accurate copies of the condominium disclosure materials required by Wis. Stat. § 703.33.
275 The condominium disclosure materials include a copy of the following and any amendments to any of these [except as may be limited for small
276 condominiums with no more than 12 units per Wis. Stat. § 703.365(1)(b) and (8)]: (a) proposed or existing declaration, bylaws and any rules or
277 regulations, and an index of the contents; (b) proposed or existing articles of incorporation of the association, if it is or is to be incorporated; (c)
278 proposed or existing management contract, employment contract or other contract affecting the use, maintenance or access of all or part of the
279 condominium; (d) projected annual operating budget for the condominium including reasonable details concerning the estimated monthly
280 payments by the purchaser for assessments and other monthly charges; (e) leases to which unit owners or the association will be a party; (f)
281 general description of any contemplated expansion of condominium including each stage of expansion and the maximum number of units that can
282 be added to the condominium; (g) unit floor plan showing location of common elements and other facilities available to unit owners; (h) the
283 executive summary.

284 ■ **BUYER RESCISSION RIGHTS:** As provided in Wis. Stat. § 703.33(4)(a), Buyer may, within 5 business days of receipt of all the required
285 disclosure documents, rescind this Option by written notice delivered to Seller. If the disclosure materials are delivered to Buyer and Buyer does
286 not receive all of the disclosure documents, Buyer may, within 5 business days of Buyer's receipt of the disclosure materials, either rescind the
287 Option or request any missing documents. Seller has 5 business days following receipt of Buyer's request for missing documents to deliver the
288 requested documents. Buyer may rescind the sale within 5 business days of the earlier of Buyer's receipt of requested missing documents or the
289 deadline for Seller's delivery of the documents [Wis. Stat. § 703.33(4)(b)]. The Parties agree that the 5 business days begin upon the earlier
290 of: (1) Buyer's Actual Receipt of the disclosure materials or requested missing documents or (2) upon the deadline for Seller's delivery
291 of the documents.

292 **NOTE: BUYER SHOULD READ ALL DOCUMENTS CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE**
293 **PROVISIONS OF THE DOCUMENTS BUT ARE PROHIBITED BY LAW FROM GIVING LEGAL ADVICE OR OPINIONS.**

294 ■ **ADDITIONAL CONDOMINIUM ISSUES:** In addition to the disclosure materials required by Wis. Stat. § 703.33, Buyer may wish to consider reviewing
295 other condominium materials as may be available, such as copies of: the condominium association's financial statements for the last two years, the
296 minutes of the last 3 Unit owners' meetings, the minutes of condominium board meetings during the 12 months prior to acceptance, information about
297 contemplated or pending condominium special assessments, the association's certificate of insurance, a statement from the association indicating the
298 balance of reserve accounts controlled by the association, a statement from the association of the amount of any unpaid assessments on the unit (per Wis.
299 Stat. § 703.165), any common element inspection reports (e.g. roof, swimming pool, elevator and parking garage inspections, etc.), any pending litigation
300 involving the association and the declaration, bylaws, budget and/or most recent financial statement of any master association or additional association the
301 unit may be part of. Not all of these materials may exist or be available from the condominium association.

302 ■ **OPTION FEES NOT A DEPOSIT:** The Parties agree that if this Option is for a residential condominium unit, the option fee and any option extension
303 fee are not deposits subject to return under Wis. Stat. § 703.33(4)(c).

304 **INSPECTIONS AND TESTING:** Buyer may only conduct inspections or tests if specific authorizations are included in this Option. An "inspection"
305 is defined as an observation of the Property which does not include an appraisal or testing of the Property, other than testing for leaking carbon
306 monoxide, or testing for leaking LP gas or natural gas used as a fuel source, which are hereby authorized. A "test" is defined as the taking of
307 samples of materials such as soils, water, air or building materials from the Property and the laboratory or other analysis of these materials. Seller
308 agrees to allow Buyer's inspectors, testers, appraisers and qualified third parties reasonable access to the Property upon advance notice, if
309 necessary to perform the activities authorized in this Option. Buyer and licensees may be present at all inspections and testing. Except as
310 otherwise provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property. Buyer agrees to promptly
311 restore the Property to its original condition after Buyer's inspections and testing are completed unless otherwise agreed to with Seller. Buyer
312 agrees to promptly provide copies of all inspection and testing reports to Seller. Seller acknowledges that certain inspections or tests may detect
313 environmental pollution which may be required to be reported to the Wisconsin Department of Natural Resources.

314 **AUTHORIZATION FOR APPRAISAL, INSPECTIONS AND TESTS** Buyer is authorized to have the Property appraised by a Wisconsin licensed or certified
315 appraiser and to conduct the following inspections and tests (see lines 304-313) prior to Buyer's exercise of this Option. Any inspection(s) and test(s) shall
316 be performed by a qualified independent inspector or expert, or an independent qualified third party. Inspections and testing shall be conducted pursuant to
317 government or industry protocols and standards, as applicable.

318 List inspections (e.g., home, roof, foundation, septic) here: N/A

319 _____

320 List tests (e.g., radon, lead-based paint, well water) here: N/A

321 _____

322 Describe additional inspections and tests, if any, at lines 256-263 or 326-330 or attach as an addendum per line 325.

323 **NOTE:** Any testing authorizations should specify the areas of the Property to be tested, the purpose of the test, (e.g., to determine if
324 environmental contamination is present), any limitations on Buyer's testing and any other material terms.

325 xx **ADDENDA:** The attached Exhibit A is/are made part of this Option.

326 **ADDITIONAL PROVISIONS** Buyer shall provide Seller written notice of its intent to assign this Option and identify the proposed Assignee.

327 Within ten (10) days of receipt of said notice, Seller shall have the right to cancel the Option and refund the option fee to Buyer.

328 _____

329 _____

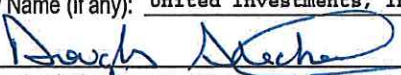
330 _____

331 **IF GRANTED, THIS OPTION CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD READ THIS OPTION AND ALL**
332 **ATTACHMENTS CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS OF THE OPTION BUT ARE**
333 **PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OPTION OR HOW TITLE**
334 **SHOULD BE TAKEN AT CLOSING IF THE OPTION IS EXERCISED. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.**

335 This Option was drafted by [Licensee and Firm] _____

336 _____ on _____

337 Buyer Entity Name (if any): United Investments, Inc. and/or its Assigns

338 (x)  10/12/15

339 Buyer's/Authorized Signature ▲ Print Name/Title Here ► Douglas Stecker, Treasurer

Date ▲

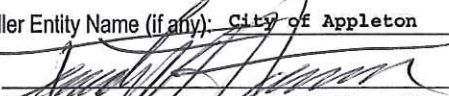
340 (x) _____

341 Buyer's/Authorized Signature ▲ Print Name/Title Here ► _____

Date ▲

342 **SELLER GRANTS THIS OPTION. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS OPTION SURVIVE**
343 **CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE PROPERTY ON THE TERMS AND**
344 **CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS OPTION.**

345 Seller Entity Name (if any): City of Appleton

346 (x)  10/29/15

347 Seller's/Authorized Signature ▲ Print Name/Title Here ► Timothy M. Hanna, Mayor

Date ▲

348 (x)  10/29/15

349 Seller's/Authorized Signature ▲ Print Name/Title Here ► Jamie L. Griesbach, Deputy City Clerk

Date ▲

350 This Option was presented to Seller by [Licensee and Firm] _____

351 _____ on _____ at _____ a.m./p.m.

352 This Option is rejected _____ This Option is countered _____

353 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

354 **NOTE:** Parties wishing to counter this Option should draft a new Option (WB-24) or draft a Counter-Offer (WB-44) to reference this Option.

355 **NOTICE OF EXERCISE OF OPTION** By signing below and delivering this notice (see lines 35-54) to Seller, Buyer hereby exercises this Option to
356 Purchase.

357 Buyer Entity Name (if any): _____

358 (x) _____

359 Buyer's/Authorized Signature ▲ Print Name/Title Here ► _____ Date ▲

360 (x) _____

361 Buyer's/Authorized Signature ▲ Print Name/Title Here ► _____ Date ▲



MEMORANDUM

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

TO: Community & Economic Development Committee (CEDC)
FROM: Monica Stage, Deputy Director
DATE: October 12, 2015
RE: Approval of Option to Purchase 21 Acres in Southpoint Commerce Park

The City of Appleton has received a request for a three-month Option to Purchase twenty-one (21) acres of land at the northwest corner of Eisenhower Drive and Midway Road in Southpoint Commerce Park from United Investments, Inc. and/or assigns. United Investments, Inc. is planning to construct a light manufacturing facility on the site. See attached map and Option to Purchase document.

United Investments, Inc.'s Option to Purchase is contingent on final board approval. The fee for a three-month option will be \$2,100 (0.25% of the purchase price) and will be applied to the purchase price.

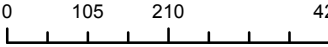
The last option to purchase in Southpoint Commerce Park was approved by the Common Council on June 6, 2007 at a 1% fee for a one-year option.

Staff Recommendation:

The Option to Purchase by United Investments, Inc. and/or assigns to purchase twenty-one (21) acres of land, more or less, at the northwest corner of Eisenhower Drive and Midway Road at a purchase price of \$840,000 (\$40,000 per acre) **BE APPROVED.**



Exhibit A





"...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: Utilities Committee

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

DATE: 1/26/2016

RE: Action: Award sole source contract for MBC Panel Replacement at the Water Plant to Energy Control and Design, Inc. in the amount of \$37,098.

The 2016 Capital Improvement Plan includes \$50,000 for the replacement of three building automation panels that control the heating, ventilating and air conditioning equipment at the Water Plant. The current panels need to be replaced as they have begun to fail which are critical to the direct digital control system's communication for the seventy-one modules that control the HVAC equipment.

Because the system and controls are Siemen's brand there is no option or alternative unless the entire system were replaced which is not feasible. Siemens is our standard throughout the City facilities. Because the vendors are based regionally and have their own territories it is necessary to purchase this equipment through our territories vendor which is Energy Control and Design here in Appleton. They have been a vendor of the City's for the last ten years and have always provided great customer service and dependable work.

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



"...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 Greg Dannecker and Members of the Utilities Committee
Chairperson Kathy Plank and Members of the Finance Committee

From: Utilities Deputy Director, Chris Stempa

Date: January 22, 2016

Re: Utilities Committee Action: Award Digester Improvements Project Base Bid and Alternate Bids #1 and #2 to August Winter Construction in the amount of \$363,658 with contingency of \$38,000 for a project total not to exceed \$418,008

Finance Committee Action: Approve positive fund balance transfer of \$114,972 from the Bar Screen Project to Digester Improvements Project

Finance Committee Action: Approve special consideration of 2015 positive budget transfer of \$43,842 to fund O&M painting repairs as part of Digester Improvements Project

BACKGROUND:

The Digester Improvements Project is made up of O&M and Capital Improvement Project (CIP) budgeted tasks. The O&M tasks include exterior anaerobic digester fabric repair and steel coating work identified by the 2010-2012 anaerobic digester conditions assessments. The CIP elements involve optimizing the exiting gas (methane or "biogas") mixing system, installing modern gas metering technology, and introducing process instruments and SCADA improvements for improved process control. The digester gas piping system modifications and process control improvements are projected to reduce energy consumption by up to \$34,000 per year. The gas mix system modifications are also designed to improve contact stabilization and thus treatment. By proxy, biogas production is anticipated to increase over the existing systems capabilities. The additional gas production could create future biogas utilization opportunities that expand upon successful sustainability investments like the 2010 AWWTP boiler project. Since the biogas fired boilers were installed in 2010, the AWWTP has offset natural gas consumption on average by over \$150,000 per year.

The gas pipe cleaning and inspection work completed in mid-2015 was the first phase of the maintenance tasks completed under the umbrella of the Digester Improvements Project. The work plan for these tasks are complex because of the need to maintain continuity of treatment

operation and regulatory compliance coupled with care needed to mitigate dangers associated with explosive gas environment which occurs naturally as part of the anaerobic digestion process. Focus on Energy has approved the AWWTP for a \$22,695 project because of the electrical and natural gas reduction potential. The grant award is predicated on final project completion by August 1, 2016.

BIDS:

On January 14, 2016 the City reviewed the contractor quote and verified that that it met submittal requirements. August Winter was the only contractor that provided a bid response. August Winter has successfully completed project work for the AWWTP in the past and is familiar with the anaerobic digester gas system. Firms who attended the pre-bid meeting in a follow-up conversation were asked why a bid was not provided. Answers included workload, projected schedule, and the blend of mechanical and exterior coating tasks.

The August Winter bid is summarized in the table below. The base bid includes biogas system improvements, digester cover repair, and recoating of upper level digester metal cladding. Alternate Bid #1 includes the costs to recoat the exterior metal cladding at the base of each anaerobic digester. Alternate Bid #2 facilitates the upgrades of existing programmable logic controllers (PLCs) which have reached their useful life. These costs were not envisioned when the CIP was originally developed. BID #2 replaces the existing Modicon Quantum Processor and Ethernet Module with an updated Modicon Unity Processor. It also includes the conversion of the existing Concept program to Unity Pro XL which is being phased out.

Company	Base Bid	Alt. Bid #1	Alt. Bid #2	Total Bid Price
August Winter	\$334,808	\$16,350	\$28,850	\$418,008

The Utility requests the transfer of \$114,972 in remaining funds from the AWWTP Bar Screen Project and the transfer of \$43,842 from the 2015 positive O&M budget variance to cover the shortfall between the total bid price and the remaining original project budget. The Finance Department was consulted and provided this recommendation.

RECOMMENDATION:

I am requesting an award of the Digester Improvements Project Base Bid and Alternate Bids #1 and #2 to August Winter Construction in the amount of \$363,658 with contingency of \$38,000 for a project total not to exceed \$418,008

If you have any questions or require additional information regarding this project please contact Chris Stempa at 920-832-5945.



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

DEPARTMENT OF PUBLIC WORKS - Engineering Division

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

TO: Members of the Finance and Utilities Committees
FROM: Ross Buetow, Deputy Director/City Engineer
SUBJECT: Request for Program Modifications – Water Distribution Capital Improvements (5371)
DATE: January 21, 2016

The Wisconsin Department of Transportation (DOT) is currently finalizing their bidding documents for the planned 2017 roundabout construction at the intersection of Richmond Street and Northland Avenue. Due to the extensive construction timeline needed to complete the project, we have been informed by the DOT that all City underground utility work must be completed prior to the start of their project. Unfortunately, much of our required water main work related to this project was programmed in 2017 to take advantage of the DOT's established road closures. This will no longer be an option. We have also identified additional areas of water main replacement that will be necessary to accommodate the DOT's latest design.

Therefore, we are requesting approval of the following Water Distribution Capital Improvements Program (5371) modifications to accommodate the DOT's directive:

Add to the 2016 project list:

Northland Avenue / Richmond Street water main reconstruction (\$435,625.00)

Delete from the 2016 project list:

Douglas Street - Wisconsin Central Ltd. RR to Haskell Street (\$66,750.00)

Graceland Avenue - Randall Street to Woodland Avenue Street (\$125,450.00)

Hall Avenue - Randall Street to Woodland Avenue (\$95,000.00)

Kay Street - Viola Street to Racine Street (\$148,425.00)

These proposed program changes will not require any additional funding or any transfer of funds among business units. The four streets we are proposing to delete from the 2016 are not associated with any other capital construction projects and it is our intent to re-budget for these projects in an appropriate future year.

Please feel free to contact me if you have any questions regarding this request. Thank you for your consideration.

c: Tony Saucerman, Finance Director
Paula Vandehey, Director of Public Works



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

DEPARTMENT OF PUBLIC WORKS - Engineering Division

100 North Appleton Street
Appleton, WI 54911
TEL (920) 832-6474
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c: Tony Saucerman, Finance Director
Paula Vandehey, Director of Public Works

13-16

AN ORDINANCE AMENDING SECTION 3-1 OF CHAPTER 3 OF THE MUNICIPAL CODE OF THE CITY OF APPLETON, RELATING TO DEFINITIONS.

(Board of Health – 1-20-16)

The Common Council of the City of Appleton does ordain as follows:

Section 1: That Section 3-1 of Chapter 3 of the Municipal Code of the City of Appleton, relating to definitions, is hereby amended by changing the following definition:

Sec. 3-1. Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Wild animal means any nonhuman primate, raccoon, skunk, fox, wolf, or any animal which is in part of the canis lupis species, any animal raised for fur-bearing purposes or any other animal or hybrid thereof which can normally be found in the wild state, or poisonous reptiles, crocodilians and any other snake or reptile exceeding six (6) feet in length.

Section 2: This ordinance shall be in full force and effect from and after its passage and publication.